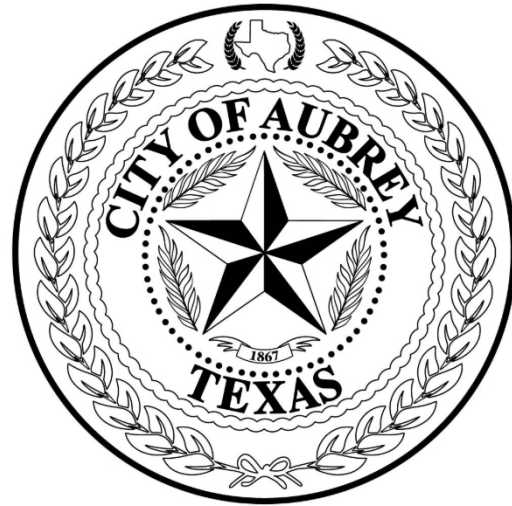


City Council Meeting

Aubrey City Council Chambers
226 Countryside Dr.
Aubrey, TX 76227
June 25, 2026
5:30 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.

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."

*****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 (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:

- Interview potential candidates for the City Council Place 2 vacancy

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.

2. Consideration and action on appointing a candidate to the City Council Place 2 vacancy for an unexpired term ending in May 2027.

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.

3. - Fire Department Swearing In Ceremony – Ryan Phillips, Nathan Rigdon, Bryan Mackey and Hayes Mackey

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 can hear comments and see presentations. 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:

4. Approve minutes of the May 28, 2026 and June 13, 2026 meetings.
5. Award a bid for the Reflection Park construction project to A&C Construction, Inc. in an amount not to exceed \$110,500.000 and authorize the City Manager to execute the necessary documents.
6. Ratify approval and execution of the Development Agreement with MM Covey Creek 165, LLC.
7. Consider and take action on the final acceptance of Highpointe Ranch East Phase 1, Public Improvements.

8. Consider and take action on a change order from Mayim Municipal Builders, LLC in the amount of \$211,437.63 for the Rockhill Pump Station and authorize the City Manager to execute necessary documents.
9. Accept the resignation of Amy Kramer from the Parks and Recreation Board.
10. Authorize the Mayor to execute the Assignment and Assumption of Development Agreement and City Acknowledgment for the Palomino Subdivision, assigning the Development Agreement from Jen Holdco 24 LLC to Lennar Homes of Texas Land and Construction, Ltd.
11. Award a bid to DDM Construction Corp. for the Downtown Parking and Drainage Improvements, Phase 1 and Phase 2 Project for an amount not to exceed \$1,679,798.10 and authorize the City Manager to execute necessary documents.
12. Approval of the First Amendment to the First Amended and Restated Development Agreement between the City and Lennar Homes of Texas Land and Construction, Ltd. for the Palomino Development; and authorizing the Mayor to execute necessary documents.
13. Final acceptance of Palomino Public Improvements and authorize staff to file the final plat.

Recess into Tax Increment Reinvestment Zone No 3 Board Meeting

14. Consider and take appropriate action regarding the Project and Finance Plan for Tax Increment Reinvestment Zone No. 3, (the "Zone"), a Zone consisting of approximately 460.706 acres of land generally located north of Spring Hill Road and east of US 377, and within the City of Aubrey; providing a Final Project and Financing Plan, pursuant to Chapter 311, of the Texas Tax Code, and to submit the Final Plan to the City Council (MuniCap).

Reconvene into Regular Session

New Business: New items requested for consideration.

15. Consideration and action on Ordinance No. 954-26 approving the Project and Financing Plan for the Tax increment Reinvestment Zone No.3, City of Aubrey, Texas, a Zone consisting of approximately 460.706 acres of land generally located north of Spring Hill Road and east of US 377, and within the City of Aubrey; providing a Final Project and Financing Plan pursuant to Chapter 311, of the Texas Tax Code; making findings regarding feasibility and related matters as required by State law; and providing an effective date. (High Pointe Development) (Municap)
16. Consideration and action on Resolution No 1051-26 approving an agreement for the construction and funding of authorized improvements and reimbursement of advances relating to the Palomino Public Improvement District.

17. Consideration and action on Ordinance 954-26, approving a Service and Assessment Plan and Assessment Roll for authorized improvements within the Palomino Public Improvement District (The "District"); making a finding of special benefit to certain property in the district; Levying Assessments against certain property within the District and establishing a lien on such property; providing for payment of the assessment in accordance with Chapter 372, Texas Local Government Code, as amended; Providing for the method of assessment and the payment of the assessments; Providing penalties and interest on delinquent assessments; Providing for severability and providing an effective date.
18. Hold a public hearing, consider and take action regarding an amendment to Section 14.03.01, "Comprehensive Plan" of Article 14.03, "Comprehensive Plan" of Chapter 14, "Zoning" of the Code of Ordinances of the City adopting the 2045 Comprehensive Plan of the City to amend the Comprehensive Plan to change the Future Land Use designation for an approximately 6.65 acres of land being Lot 4R2, Block A, Garland Wilson Addition, an Addition to the City of Aubrey, Denton County, Texas, recorded under Document Number 2020-387, Plat Records of Denton County, Texas. The property is generally located south-east of the intersection of East Highmeadow Drive and Betty Lane. DCAD Parcel No. 964441 (Aubrey ISD)
19. Hold a public hearing, consider, and take action regarding an Ordinance amending Exhibit 14A, "Zoning Ordinance," of Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas and the official Zoning Map of the City to rezone part of approximately 6.65 acres of land, being Lot 4R2, Block A, Garland Wilson Addition, an Addition to the City of Aubrey, Denton County, Texas, recorded under Document Number 2020-387, Plat Records of Denton County, Texas, from "MF - Multifamily" to "SC - Shopping Center". The property is generally located south-east of the intersection of East Highmeadow Drive and Betty Lane. DCAD Parcel ID No. 964441 (Aubrey ISD)
20. Hold a public hearing, consider and take action regarding a Replat application for Garland Wilson Addition, Lot 4R2-1 & 4R2-2, Block A, being approximately 6.65 acres in the Francisco Trevino Survey, Abstract No. 1243, within the City of Aubrey, Denton County, Texas, generally located south-east of the intersection of Highmeadow Drive and Betty Lane. DCAD Parcel No. 964441, to create two (2) lots, and to provide approximately 1.066 acres of Right-of-Way (ROW) dedication for the Highmeadow Drive extension. (Aubrey ISD)
21. Consider and take appropriate action on a Site Plan for the Garland Wilson Addition, Lot 4R2-1, Block A, for one (1) lot being approximately 4.753 acres of land out of the Francisco Trevino Survey, Abstract No. 1243, City of Aubrey, Denton County Texas, and the Owner's request for variances from the landscape buffering requirements along Betty Lane and to the masonry requirements required by the Nonresidential Design Standards. The property is generally located southeast of the intersection of East Highmeadow Drive and Betty Lane within the City of Aubrey, Denton County, Texas. (Aubrey ISD)
22. Hold a public hearing, consider and take action on Ordinance No. 961-26, amending Chapter 17, "Sign Regulations" of the Code of Ordinances of the City of Aubrey,

Texas, to allow blade signs as a permanent sign within downtown area, allow feather flags as a temporary sign within all zoning districts and the ETJ, allow for electronic message boards in the downtown area in a limited manner for the City of Aubrey, and adopt housekeeping amendments to update references to former Section 27 of the Zoning Ordinance which was repealed; providing amendments; providing a penalty of a fine not to exceed \$500 for each violation, with a separate offense deemed committed on each day or part of a day that a violation occurs or continues; and providing an effective date. (Sign Regulations)

23. Consideration and action on Ordinance No. 959-26, amending Chapter 1 "General Provisions", Article 1.10 "Parks and Recreation", Section 1.10.073, "Prohibitions and Standards of Conduct" to prohibit electric bicycles in certain areas, and adopting an amendment to Article 12.03, "Operation of Vehicles" of Chapter 12, "Traffic and Vehicles" to adopt a new Division 3, regulating "Electric Bicycles"; providing a penalty for violation; and providing an effective date.
24. Consideration and action on Ordinance No. 956-26 amending Article 1.10, "Parks and Recreation" of Chapter 1, "General Provisions" of the Code of Ordinances to rename Division 2, as "Parks and Recreation and Keep Aubrey Beautiful" to establish the Park Board as the Keep Aubrey Beautiful Board, by amending Section 1.10.031, "Park Board/Keep Aubrey Beautiful" and adopting a new Section 1.10.033 "Duties" to identify duties of the Park Board/Keep Aubrey Beautiful Board; and providing an effective date.
25. Consideration and action on Ordinance No. 964-26 amending Article 13.06, "Grease Traps/Interceptors, Grit Interceptors and Oil/Water Separators" of Chapter 13, "Utilities" of the Code of Ordinances, to adopt amendments to Section 13.06.001, "Applicability and General Requirements", Section 13.06.002, "Definitions", and adopting new Sections 13.06.004 through 13.06.010, imposing additional regulations and providing additional enforcement measures; providing a penalty for violation; and providing an effective date.
26. Consider and take action on Ordinance No. 963-26 amending Chapter 6, "Health and Sanitation", Article 6.03 "Food Establishments and Farmers' Markets" and Article 6.06 "Mobile Food Vendors" of the Code of Ordinances governing the permitting and regulation of mobile food vendors, and amending Appendix A, Article A4.000, Section A4.001 "Business Fees" to adopt and amend applicable fees; providing a penalty for violation, and providing an effective date.
27. Consideration and action on a Resolution appointing a member to the Denco 9-1-1 Board of Managers.
28. Consideration and action on appointment/reappointment of a member and/or alternate member to the Regional Transportation Council for a two-year term beginning July 2026.
29. Consideration and action on approval of the authorized personnel list to support the City's continued growth and operational demands:

Discussion on Department Reports and Updates :

30. Administration:
 - City Manager
 - Finance: May 2026 Financials
 - Court: May 2026 Monthly Report
 - Human Resources
 - MDD: update from staff on 204-208 S. Main Building Project
31. Public Safety:
 - Police Department: May 2026 Monthly Report
 - Fire Department: May 2026 Monthly Report
 - Code Enforcement: May 2026 Monthly Report
32. Operations:
 - Public Works: May 2026 Activity Report
 - Parks & Recreation
 - Library: May 2026 Monthly Report
 - Development Services: May 2026 Activity Report

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:

33. **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:
 - *City of Aubrey v. Jerry H. Simmons*, et al., Cause No. PR-2024-01392-B, Denton County, Texas.
 - Contract Services — Fire Department and Police Department
34. **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.
 - Downtown Property Acquisition.
 - 500 Dane Street Property Acquisition
 - McNatt ROW Acquisition
35. **Section 551.087 Economic Development Negotiations.** To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the

territory of the City and with which the City is conducting economic development negotiations; and/or to deliberate the offer of a financial or other incentive to the business prospect:

- Purchase of Downtown Property for Economic Development
- Aubrey 165 - Bridleridge Development
- Elegance Development
- Coffey Road Tract Development
- Coffey Road and Bonar Development (Crossvine)
- Nash 160 Development
- The Vibe & Elite Developments
- Hwy 377 & Friendship Commercial
- 7118 FM 2931 Commercial Development
- Project Cherry Wood

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.

36.

1. Consideration and action on a Development Agreement between the City and Maneo Acquisitions, LLC for the residential development of an approximate 166 acres of land located in the City's extraterritorial jurisdiction, identified as the Bridleridge Development; and authorizing the Mayor 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 S. Main St, Aubrey, Texas on the _____ day of _____, 2026.

(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. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, need to contact the ADA Coordinator at least 48-hours prior to the meeting. Please e-mail your request to: swilliams@aubreytx.gov or call (940) 440-9343 ext 106. BRAILLE IS NOT AVAILABLE.



**City Council Meeting
Staff Report
June 25, 2026**

Agenda Item

Approve minutes of the May 28, 2026 and June 13, 2026 meetings.

Staff Contact

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

Summary

Minutes from the May 28, 2026 regular meeting and June 13, 2026 Budget Workshop are included for approval.

Financial Summary

Staff Recommended Action

Approve

Staff Recommended Motion

Approve the minutes.

City Council Meeting Minutes

Aubrey City Council Chambers
226 Countryside Dr.
Aubrey, TX 76227
May 28, 2026
6:00 PM



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

Present: Jeff Perry, Chuck Fikes, Randy Jones, Matt Jones, Mike Browning, Chris Rich

Staff Present: City Attorney Patricia Adams, City Manager Charles Kreidler, City Secretary Jenny Hicks, Finance Director Mike English, Chief Richard Brooks, Assistant City Manager Leanne Wilson, Public Works Director Dean Rylant, Library Manager Brittany McLain, HR Director Shaena Williams, Municipal Development Director Christine Gossett, Assistant to the City Manager Kacey Hagen, Communications Manager Bailey Thompson, Development Manager Shanda Guffee, Senior Planner Muzaib Riaz, Assistant Public Works Director Kurt Karnowski

Council Member Mike Browning offered the Invocation and led the Pledge of Allegiance.

Community Announcements:

1. - Mayor Rich announced the following:
 - June 20th will be the 2nd concert of our Summer Music Series in Downtown Aubrey featuring Sister Hazel from 5 until 9 PM.
 - Fruit Jar Junction Farmers Market will be held at Veteran's Memorial Park on June 5th from 9 AM to 1 PM.
 - Mayor Rich was recognized by the Salvation Army of Denton County regarding the Red Kettle Mayoral Challenge.
 - Police Officer Caleb Williams was sworn-in.
 - New Public Works employees were introduced.
 - Patrick Dukes (Parks)
 - Cody Lowe (Streets)
 - Tanner Petway (Streets)
 - Brent Blake (Wastewater)
 - Ethan Keith (Engineering)

Citizen Input: None

Election Related Items:

2. Present the Certificate of Election and Administer the Statement of Elected Officials and Official Oaths to the declared candidates elect:
 - Council Place 1 - Jeff Perry
 - Council Place 4 - Randy Jones

The Certificates of Election were presented and Council Members Jeff Perry and Randy Jones took oaths.

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

Council Member Chuck Fikes made a motion to appoint Jeff Perry as Mayor Pro-Tem. Council Member Randy Jones seconded. Motion (5:0). None opposed.

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

Council Member Chuck Fikes made a motion to appoint Chuck Fikes as Deputy Mayor Pro Tem. Council Member Randy Jones seconded. Motion Passed (5:0). None opposed.

5. Consideration and action on Resolution No. 1046-26, designating authorized signatories for the City's banking and financial accounts.

Council Member Chuck Fikes made a motion to appoint the Mayor, Mayor Pro Tem, and Deputy Mayor Pro Tem as bank and financial signatories. Council Member Jeff Perry seconded. Motion (5:0). None opposed.

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

Council Member Jeff Perry made a motion to appoint Randy Jones as the liaison. City Council Member Mike Browning seconded. Motion Passed (5:0). None opposed.

New Business: New items requested for consideration.

7. Consideration and action on accepting the resignation of City Council Member Place 2 Matt Jones, discuss and provide direction for filling the vacancy in Place 2.

Council Member Jeff Perry made a motion to accept the resignation of Matt Jones from the City Council. Council Member Randy Jones seconded. Motion Passed (5:0). None opposed.

Council Member Matt Jones spoke regarding his resignation and thanked everyone for their help during his time serving as a councilmember.

Council discussed options for filling vacancy.

(Councilmember Matt Jones left the meeting.)

Consent Items:

8. Approve minutes of the April 23, 2026 meeting.
9. Approve Resolution No. 1047-26 approving the Aubrey Municipal Development District's participation in an Economic Development Agreement between the City of Aubrey, Aubrey Municipal Development District, and Wal-Mart Real Estate Business Trust.
10. Accept the resignation of Marc Hendricks from the Planning and Zoning Commission.
11. Consideration and Action on Resolution No. 1048-26 amending and restating Resolution No. 922-23 adopting a policy to provide general authority to the City Manager relative to purchases, expenditures, and signature authority; and providing an effective date.
12. Approve an Interlocal Agreement for Retail Water and Sewer Service between the City of Aubrey and Mustang Special Utility District, and authorize the City Manager to execute necessary documents.
13. Approve a request for a twelve-month extension of the expiration date of the Ribbonwood MUD No. 1 Preliminary Plat.

Council Member Chuck Fikes made a motion to approve the consent items. Council Member Jeff Perry seconded. Motion Passed (4:0). None opposed.

Recess into Tax Increment Reinvestment Zone No 1 Board Meeting

Council Member Jeff Perry made a motion to recess into the Tax Increment Reinvestment Zone No 3 meeting at 6:23 PM. City Council Member Mike Browning seconded. Motion Passed (4:0). None opposed.

14. Consider and take appropriate action regarding the Project and Finance Plan for Tax Increment Reinvestment Zone No. 3, (the "Zone"), a Zone consisting of approximately 460.706 acres of land generally located north of Spring Hill Road and east of US 377, and within the City of Aubrey; providing a Final Project and Financing Plan, pursuant to Chapter 311, of the Texas Tax Code, and to submit the Final Plan to the City Council (MuniCap).

City Manager Charles Kreidler requested the council table the item to the June 25th meeting.

Council Member Jeff Perry made a motion to recommend tabling of the Project and Financing Plan for Tax Increment Reinvestment Zone Number Three until the June 25, 2026 meeting. Council Member Randy Jones seconded. Motion Passed (4:0). None opposed.

Reconvene into Regular Session

The TIRZ board reconvened into the City Council regular session at 6:24 PM.

New Business: New items requested for consideration.

15. Consideration and action on Ordinance No. 954-26 approving the Project and Financing Plan for the Tax increment Reinvestment Zone No.3, City of Aubrey, Texas, a Zone consisting of approximately 460.706 acres of land generally located north of Spring Hill Road and east of US 377, and within the City of Aubrey; providing a Final Project and Financing Plan pursuant to Chapter 311, of the Texas Tax Code; making findings regarding feasibility and related matters as required by State law;

and providing an effective date. (High Pointe Development) (Municipal)

Council Member Randy Jones made a motion to table the Ordinance approving the Final Project and Financing Plan until the June 25, 2026 meeting. City Council Member Mike Browning seconded. Motion Passed (4:0). None opposed.

16. Receive a presentation, consider and act on Resolution No. 1049-26 of the City Council of the City of Aubrey, Texas, accepting the Preliminary Service and Assessment Plan for authorized improvements within the Palomino Public Improvement District; setting a date for public hearing on the proposed levy of assessments; authorizing the publication and mailing of notice; enacting other provisions relating thereto; and providing for the effective date.

Jim Sabonis with Hilltop Securities provided information.

Council Member Chuck Fikes made a motion to approve the Resolution for the Palomino Public Improvement District and set a public hearing for 6:00 PM on June 25, 2026. Council Member Jeff Perry seconded. Motion Passed (4:0). None opposed.

17. Consideration and action on a Preliminary Plat for Solid Rock, consisting of three (3) lots (Lots 1 and 2, Block A, and Lot 1, Block B), being approximately 10.407 acres out of the James Bridges Jr. Survey, Abstract No. 36, generally located west of Silverado Parkway, south of Frontier Parkway, and north of FM 2931 and Liberty Road, within the City of Aubrey ETJ, Denton County, Texas. (Cre8stone DFW LLC) (Preliminary Plat was conditionally approved at the April 23rd, 2026 meeting.)

Senior Planner Muzaib Riaz provided information.

Council Member Jeff Perry made a motion that the Preliminary Plat for Solid Rock property, (an approximate 10.407 acres generally located west of Silverado Parkway, south of Frontier Parkway, and north of FM 2931 and Liberty Road, in the City's ETJ) be disapproved because the response by the Applicant provided pursuant to Texas Local Government Code Section 212.0093 did not satisfy the following City Council approval conditions for the Preliminary Plat as stated in the April 23, 2026 conditional approval:

The Civil plans submitted prior to final plat application must include an offsite access roadway:

- i. **that complies with Subdivision Ordinance, Article I, General Provisions, Section 4.03, "Adequacy of Facilities, Generally" Subsection (C) "Streets", requiring that new development provide a safe, convenient and functional system for vehicular, bicycle and pedestrian circulation and shall be properly related to the applicable master. New developments shall be supported by a Thoroughfare network having adequate capacity, and safe and efficient traffic circulation and have adequate access to the Thoroughfare network. The offsite improvement must be approved by the City Engineer as in compliance with the Subdivision Regulations; and**

- ii. **that complies with Subdivision Regulations, Subdivision Design Standards, Article 3, Section 1.03, "Adequacy of Streets and Thoroughfares", by providing a street network that provides adequate capacity, ingress/egress, and safe and efficient traffic circulation and approved by the City Engineer in compliance with the Design Standards.**

Council Member Chuck Fikes seconded. Motion (4:0). None opposed.

18. Hold a public hearing, consider and take action on Ordinance No. 955-26, repealing Section 27, "Sign Regulations" of Exhibit 14A, "Zoning Ordinance," of Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas, and adopting a new Chapter 17, "Sign Regulations," of the Code of Ordinances of the City of Aubrey, Texas, regulating signage within the corporate limits and extraterritorial jurisdiction of the City of Aubrey, recodifying the Sign Regulations as Chapter 17 of the general ordinances of the City; providing amendments; providing a penalty of a fine not to exceed \$500 for each violation, with a separate offense deemed committed on each day or part of a day that a violation occurs or continues; and providing an effective date. (Sign Regulations)

Senior Planner Muzaib Riaz provided information.

The Public Hearing opened at 6:38 PM and closed at 6:41 PM. No citizens spoke.

Council Member Jeff Perry made a motion to approve the Zoning Ordinance amendment for sign regulations. Council Member Randy Jones seconded. Motion Passed (4:0). None opposed.

19. Hold a public hearing, consider and take action on Ordinance No. 957-26 amending Section 14.03.01, "Comprehensive Plan" of Article 14.03, "Comprehensive Plan" of Chapter 14, "Zoning" of the Code of Ordinances of the City adopting the 2045 Comprehensive Plan of the City to amend the Comprehensive Plan to change the Future Land Use designation for an approximate 10.0 acres of land located in the John Ryan Survey, Abstract No. 1069, Denton County, Texas, and generally located at 8445 FM 2931, recently annexed into the City of Aubrey, and amending Map 3, "Future Land Use Plan" of the Comprehensive Plan, from the general land use designation for the Property from "Rural Life" to "Public/Institutional". (DCAD Parcel ID No. 52432 - Aubrey Fire Station No. 4)

Senior Planner Muzaib Riaz provided information.

The Public Hearing opened at 6:42 PM and closed at 6:45 PM. No citizens spoke.

Council Member Randy Jones made a motion to approve the ordinance amending the comprehensive plan. City Council Member Mike Browning seconded. Motion Passed (4:0). None opposed.

20. Hold a public hearing, consider, and take action on Ordinance No. 958-26 amending Exhibit 14A, "Zoning Ordinance," of Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas and the official Zoning Map of the City to rezone an approximate 10.00 acres of land located in the John Ryan Survey, Abstract No. 1069, Denton County, Texas and generally located at 8445 FM 2931, recently annexed into

the City of Aubrey, from Unzoned to General Retail (GR). (DCAD Parcel ID No. 52732 - Aubrey Fire Station No. 4)

Senior Planner Muzaib Riaz provided information.

The Public Hearing opened at 6:45 PM and closed at 6:47 PM. No citizens spoke.

Council Member Jeff Perry made a motion to approve the rezoning Ordinance. Council Member Randy Jones seconded. Motion Passed (4:0). None opposed.

21. Consider and take action regarding a Preliminary Plat application for Lots 1-12, Block A, Chaparral Center, being approximately 27.423 acres out of the Francisco Trevino Survey, Abstract No. 1243, generally located north of FM 428 (Spring Hill Road) and east of U.S. Highway 377, City of Aubrey, Denton County, Texas.

Senior Planner Muzaib Riaz provided information.

Council Member Chuck Fikes made a motion to approve the Preliminary Plat as presented. Council Member Randy Jones seconded. Motion Passed (4:0). None opposed.

22. Consider and take action regarding a Final Plat application for Lots 1-12, Block A, Chaparral Center, being approximately 27.243 acres out of the Francisco Trevino Survey, Abstract No. 1243, generally located north of FM 428 (Spring Hill Road) and east of U.S. Highway 377, City of Aubrey, Denton County, Texas.

Senior Planner Muzaib Riaz provided information.

Council Member Chuck Fikes made a motion to approve the Final Plat upon compliance with the conditions as presented. Council Member Randy Jones seconded. Motion Passed (4:0). None opposed.

Condition: EXHIBIT 10A, ARTICLE 2, SECTION 4.08(B) - REVISIONS TO APPROVED FINAL PLAT PRIOR TO FILING AT COUNTY: Recording information for all easements that are filed or recorded as separate instruments shall be added to the Final Plat prior to filing of the Final Plat with Denton County.

23. Consider and take action regarding a Preliminary Plat for Block D, Lots 1-85, 97X-101X; Block E, Lots 1-43, 44X; Block F Lots 1-42, 43X-44X; Block G, Lots 1-19; Block H, Lots 1-4, 5X; Block I, Lot 1X; and Block J, Lot 1X; Sandbrock Ranch, Phase 16, to create 193 residential lots, 3 right-of-way lots, and 8 common area lots, being approximately 59.089 acres out of the William Lumpkin Survey, Abstract No. 730, generally located west of FM 1385 and south of Sandbrock Parkway, City of Aubrey ETJ, Municipal Utility District No. 6, Denton County, Texas.

Senior Planner Muzaib Riaz provided information.

Council Member Randy Jones made a motion approve to the Preliminary Plat as presented. Council Member Chuck Fikes seconded. Motion Passed (4:0). None opposed.

24. Consider and take action regarding a Final Plat for Block D, Lots 1-85, 97X-101X;

Block E, Lots 1-43, 44X; Block F Lots 1-42, 43X-44X; Block G, Lots 1-19; Block H, Lots 1-4, 5X; Block I, Lot 1X; and Block J, Lot 1X; Sandbrock Ranch, Phase 16, to create 193 residential lots, 3 right-of-way lots, and 8 common area lots, being approximately 59.089 acres out of the William Lumpkin Survey, Abstract No. 730, generally located west of FM 1385 and south of Sandbrock Parkway, City of Aubrey ETJ, Municipal Utility District No. 6, Denton County, Texas.

Senior Planner Muzaib Riaz provided information.

Council Member Randy Jones made a motion to approve the Final Plat as presented. City Council Member Mike Browning seconded. Motion Passed (4:0). None opposed.

25. Consideration and action on a Regional Treated Water Supply Contract with Upper Trinity Regional Water District (UTRWD), and authorize the City Manager to finalize and execute necessary documents.

Assistant City Manager Leanne Wilson provided information.

After Executive Session, City Council Member Mike Browning made a motion to approve the Regional Treated Water Supply Contract with Upper Trinity Regional Water District with amendments to:

- i. Section 7, “Convey Easements” to require the District to pay the City for easements that the District needs for District Facilities necessary to serve other customers outside of the City and ETJ; and**
- ii. Section 8(b) “Expansion of System/Easements” of the agreement to remove the last sentence requiring Aubrey to obtain approval from the District prior to approval of a crossing over a District easement;**

and authorize the Mayor or designee to execute necessary documents.

Council Member Randy Jones seconded. Motion Passed (4:0). None opposed.

26. Consideration and action on Resolution No 1039-26 nominating a candidate for the DENCO Area 9-1-1 District Board of Managers.

City Manager Charles Kreidler provided information.

No action taken.

27. Consideration and action on Resolution No. 1050-26 approving the Aubrey Municipal Development District Bylaws (Third Amendment); and providing an effective date.

MDD Director Christine Gossett provided information.

Council Member Randy Jones made a motion to approve the Resolution. Council Member Jeff Perry seconded. Motion Passed (4:0). None opposed.

28. Consideration and action on appointing and reappointing member(s) to the Aubrey Board of Adjustment.

City Secretary Jenny Hicks provided information.

Council Member Jeff Perry made a motion to reappoint Jean Burk and Sam Goin, and appoint Don Smith to the Board of Adjustment. Council Member Randy Jones seconded. Motion Passed (4:0). None opposed.

29. Consideration and action on appointing member(s) to the Aubrey Planning & Zoning Commission.

City Secretary Jenny Hicks provided information.

Council Member Randy Jones made a motion to appoint Susan McCormack to the Planning and Zoning Commission. City Council Member Mike Browning seconded. Motion Passed (4:0). None opposed.

30. Consider and take action on the final acceptance of Highpointe Ranch East Phase 1, Public Improvements.

Public Works Director Dean Rylant provided information.

City Council Member Mike Browning made a motion to table any action until the June 25, 2026 meeting. Council Member Randy Jones seconded. Motion Passed (4:0). None opposed.

Discussion on Department Reports and Updates:

31. Administration:

- City Manager Charles Kreidler announced the completion and graduation of Aubrey Citizens University and how the attendees favored Public Works Director Dean Rylant and his comments.
- Finance - Monthly Financials
- Court - April 2026 Monthly Report
- Human Resources
- MDD - April 2026 Monthly Report

32. Public Safety:

- Police Department - April 2026 Monthly Report
- Fire Department - April 2026 Monthly Report; Police Chief Richard Brooks commended the Fire Department/EMS for their first push of whole blood during an incident.
- Code Enforcement - April 2026 Monthly Report

33. Operations:

- Public Works
- April 2026 Monthly Staff Report; Public Works Director Dean Ryland provided the following updates:
 - Wastewater Plant Construction Update; work is beginning on the lift station at the middle school
 - Water Supply Update; work is beginning on the Rockhill Pump Station Ground Storage Tank; FM 428 well is broke down and needs new pump; Magnolia well ahs been pulled and the camera showed 80% blockage of the screen
 - Drainage Improvements Update; drainage project 30% complete
- Parks & Recreation Update - Assistant Public Works Director Kurt Kranowski

- announced that 21 RFQ's for the Sports Complex CMAR were received yesterday and they will be scoring over the next two weeks; we are working on getting quotes for practice fields
- Library - April 2026 Monthly Staff Report
 - Development Services - April 2026 Monthly Staff Report

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:

34. **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:
 - *City of Aubrey v. Jerry H. Simmons*, et al., Cause No. PR-2024-01392-B, Denton County, Texas.
 - 500 Main Street
 - Coffey Road Development
 - Contract Services — Fire Department and Police Department
35. **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.
 - Downtown Property Acquisition.
 - 500 Dane Street Property Acquisition
 - McNatt ROW Acquisition
36. **Section 551.087 Economic Development Negotiations.** To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; and/or to deliberate the offer of a financial or other incentive to the business prospect:
 - Purchase of Downtown Property for Economic Development
 - Aubrey 165 - Bridleridge Development
 - Coffey Road Tract Development
 - Coffey Road and Bonar Development
 - Nash 160 Development
 - The Vibe & Elite Developments
 - Hwy 377 & Friendship Commercial
 - 7118 FM 2931 Commercial Development
 - Project Cherry Wood

City Council Member Mike Browning made a motion to recess into executive session for the items on the posted agenda including item Including item 25 at 7:20 PM. Council Member Jeff Perry seconded. Motion Passed (4:0). None opposed.

City Council reconvened into open session at 10:47 PM. 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.

Motions:

- **City Council Member Mike Browning made a motion to approve the Regional Treated Water Supply Contract with Upper Trinity Regional Water District with amendments to:**
 - a. **Section 7, “Convey Easements” to require the District to pay the City for easements that the District needs for District Facilities necessary to serve other customers outside of the City and ETJ; and**
 - b. **Section 8(b) “Expansion of System/Easements” of the agreement to remove the last sentence requiring Aubrey to obtain approval from the District prior to approval of a crossing over a District easement;**

And authorize the Mayor or designee to execute necessary documents. Council Member Randy Jones seconded. Motion Passed (4:0). None opposed.

- **Council Member Randy Jones made a motion to Move to authorize the City Manager to take actions necessary to negotiate the purchase and acquire the two properties discussed in closed session at amounts not to exceed the amounts discussed in closed session and to bring documents back to the City Council for ratification. Council Member Chuck Fikes seconded. Motion Passed (4:0).**
- **Council Member Mike Browning made a motion to Move to approve the Development Agreement with MM Covey Creek 165, LLC, with the final terms reflecting the following agreements:**
 - a. **Developer will build all roads required by the TIA and Final Plat; and**
 - b. **Developer will build the two Eastern Lanes of Coffey Road required for the Development,**

And upon final legal review and agreement of the Parties, authorize the Mayor or City Manager to execute the final agreement on behalf of the City. Council Member Randy Jones seconded. Motion Passed (4:0) .

The meeting was adjourned at 10:50 PM.

PASSED and APPROVED by the City Council of the City of Aubrey, Texas this 25th day of June, 2026.

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

City Council Meeting Minutes

Aubrey City Council Chambers
226 Countryside Dr.
Aubrey, TX 76227
June 13, 2026
8:00 AM



The meeting was called to order at 8:01 AM.

Present: Jeff Perry, Chuck Fikes, Mike Browning, Chris Rich **Absent:** Randy Jones

Staff Present: City Manager Charles Kreidler, City Secretary Jenny Hicks, Finance Director Mike English, Fire Chief Eric Schlotter, Police Chief Richard Brooks, Assistant City Manager Leanne Wilson, Public Works Director Dean Rylant, Library Manager Brittany McLain, HR Director Shaena Williams, Municipal Development Director Christine Gossett, Assistant to the City Manager Kacey Hagen, Assistant Public Works Director Kurt Karnowski, Parks Manager Patrick Dukes

Council Member Mike Browning offered the Invocation and led the Pledge of Allegiance.

Community Announcements: None

Citizen Input: None

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 26-27 projects
 - d. City departments and services - revenues and expenditures
 - e. Water and Wastewater rates
 - f. Capital Improvement Plan

****Taxpayer Impact Statement**

Property Tax Due on Median Valued Homestead

2024 Rate vs 2025 Adopted Rate vs 2025 No New Revenue Rate

	Rate per \$100 of Value	Median Valued Homestead Property	Tax Due
2024 Adopted Rate	0.464000	\$339,000	\$1,573
2025 Proposed Rate	0.450000	\$339,000	\$1,526
2025 No New Revenue Rate	0.450674	\$339,000	\$1,528

*****The 2025 tax year property tax rate listed above as the “2025 Proposed Rate” was adopted on August 28, 2025 and is currently in effect. The information provided above is required by State law. The agenda discussion posted for this meeting is a preliminary discussion regarding projected revenues and expenses necessary to begin and proceed with the preparation of a budget for Fiscal Year 2026-2027 as required by law. In accordance with State law, information necessary for the City to provide a proposed 2026 tax rate will be available from Denton County Appraisal District (DCAD) on or after July 25, 2026; however, when a proposed budget has been prepared and the City has received the DCAD information necessary to provide a proposed 2026 tax year rate, the table above will be updated with information regarding the 2026 tax year proposed rate, and a proposed budget will be posted online and accessible from the City of Aubrey homepage at www.aubreytx.gov.***

City Manager Charles Kreidler opened the meeting and spoke about a decrease in the legal line item, an increase in the technology line item, the need to add a controller in finance department, and the need to add a part-time IT person in-house.

Finance Director Mike English provided budget information, surplus information, COLA increase, insurance increase, and property tax and sales tax increases.

MDD Director Christine Gossett spoke regarding having a surplus, no major projects planned for next year, expense increases for marketing, insurance, special services for Chamber admin, technology and marketing.

HR Manager Shaena Williams spoke about having no significant increases in the department, a salary survey was performed for all positions finding that the average max salaries were below market, and the need to work on increasing step increases to stay at 102% of market. Supplemental request for new benefit for financial wellness by Dave Ramsey program that included wills and power of attorney forms was discussed.

Library Manager Brittney McClain spoke regarding the library growth and requests for increase in library supplies, community development, and building maintenance. Supplemental requests for holds locker system in Winn Ridge, and a part-time person for the holds locker system were requested. The library will use the city van and possibly a retired police Tahoe to transport items.

Kurt Karnowski spoke regarding plans to begin construction for sports complex, downtown drainage projects, Frontier Rd improvements, and city signage on Frontier. Supplemental requests include 2 sports coordinators to manage leagues and tournaments, a metal workshop for parks and streets departments, and a fleet facilities team leader. He also spoke regarding the proposed fuel depot which is already funded. For the water and sewer department, Kurt spoke about the need for additional operator/maintenance tech, the need to start rehab of Magnolia Lift Station, Infill & Infiltration repair, and new WWTP training and operation.

Michael Howard with Parkhill provided information regarding a proposed new

municipal complex off 377 and Highmeadow Dr including city hall, central fire, fire admin and police.

Assistant City Manager Leanne Wilson spoke regarding development services supplemental request for assistant development director. A five-year Capital Improvement Plan discussion included the surface water phase 1 project, roadway bond projects, sports practice fields, senior center, recreation center, and impact fee reassessment.

Public Works Director Dean Rylant provided information on engineering and stormwater including a supplemental request for a side-by-side and trailer.

Fire Chief Eric Schlotter spoke regarding line item increases for utilities and personnel. Supplemental requests for additional personnel (Captain), promotion of two current positions to battalion chiefs, and funding of the emergency management program to carry out the department's mission.

Chief Richard Brooks provided information and spoke regarding supplemental requests for two sergeant positions, two traffic officers who are Commercial Motor Vehicle trained, an additional detective, 3 additional patrol officers, accident investigation equipment, drone equipment, collapsible traffic cones, and 10 AED's for patrol cars.

City Manager Charles Kreidler led the discussion regarding funding of the supplemental requests.

The meeting was adjourned at 12:02 PM.

PASSED and APPROVED by the City Council of the City of Aubrey, Texas this 25th day of June, 2026.

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary



**City Council Meeting
Staff Report
June 25, 2026**

Agenda Item

Award a bid for the Reflection Park construction project to A&C Construction, Inc. in an amount not to exceed \$110,500.000 and authorize the City Manager to execute the necessary documents.

Staff Contact

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

Summary

Reflection Park construction project includes site preparation, lighting, new sidewalks, memorial pavers, memorial plaque, monument sign, memorial tree, landscaping, site furnishings, and irrigation. The project was advertised for bid during the weeks of March 27, 2026 and April 03, 2026. Bids were opened on April 21, 2026, at 4:05 pm. The following twelve (12) bids were received.

Bid Summary

Statistic	Amount
Lowest Bid	\$110,500.00
Highest Bid	\$201,586.00
Spread	\$91,086.00
Average Bid	\$148,247.60

Registered Contractor	Total Amount of Bid
A&C Construction	\$110,500.00
Past General Contracting	\$126,000.00
C. Green Scaping	\$133,179.00
RLM Earth Company	\$134,049.52
Legacy Landscaping	\$137,493.50
Construction Solutions	\$139,681.88
North Rock Construction	\$141,363.14
Harper & Smith Associates	\$145,191.40
DL Meacham	\$145,555.80
Tegruty Contractors	\$177,777.00
CAC General Contractors	\$192,595.00
Infra Construction	\$201,586.00

Westwood Professional Services staff reviewed the bids. During the review process, it was decided to remove line item #22, which was listed as Bermuda grass to be verified in the field, to ensure equitable bid evaluation. The attached bid tabulation sheet reflects these changes. Westwood has recommended awarding the bid to A&C Construction Inc. in the amount of \$110,500.00. Westwood has not worked with A&C Construction in the past but has positive references from Frisco and McKinney. These references identified A&C Construction as performing quality work on similar projects and were effective communicators. Both reference cities advised they would be happy to work with A&C on future projects.

Financial Summary

Funds were budgeted for this project in the 2025 - 2026 budget cycle and capital funds are available.

Staff Recommended Action

Approve

Staff Recommended Motion

June 1, 2026
Updated

Mr. Charles Kreidler
City Manager
CITY OF AUBREY
107 South Main Street
Aubrey, Texas 76227

Re: **Reflection Park - BID RESULTS / Recommendation of Award - REVISION**
Aubrey, Denton County, Texas

Dear Mr. Kreidler:

Attached is the Bid Tabulation for the bids received April 21, 2026, for the above referenced project.

The project received twelve (12) bid proposals. Please note that corrections were made to certain bids to address identified inaccuracies. In addition, Line Item #22 was removed from the total bid comparison, as highlighted in the attached document, to ensure an equitable evaluation due to the requirement for field verification of quantities.

The apparent lowest bidder, as identified in the document, is A&C Construction Inc. We have previously not worked with A&C Construction Inc. However, references from both City of Frisco and City of McKinney provided the following:

REFERENCE QUALIFICATIONS

A&C Construction Inc. demonstrated experience working with nearby cities on projects of similar scope and fee. They have consistently provided quality work and effective coordination throughout project delivery. They were proactive in identifying errors and were willing to correct mistakes. Both cities state they would be happy working with them again.

RECOMMENDATION

Based on the information available to date, we recommend awarding the contract for the Reflection Park project to A&C Construction Inc. as the lowest responsive and responsible bidder, in the amount of \$110,500.00 (Line Item #22 was not included).

Should you have any questions regarding this information, please do not hesitate to contact us.

Sincerely,

Tricia A. Woliver, PLA



No.	Description	Quantity	Unit	A&C Construction Inc.		C. Green Scaping, LP		RLM Earth Co.		D.L. Meacham, L.P.		Infra Construction, LLC	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	LS	\$ 13,690.00	\$ 13,690.00	\$ 10,000.00	\$ 10,000.00	\$ 17,581.00	\$ 17,581.00	\$ 9,818.00	\$ 9,818.00	\$ 16,256.00	\$ 16,256.00
2	General Site Preparation	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 1,560.00	\$ 1,560.00	\$ 22,223.00	\$ 22,223.00	\$ 14,969.00	\$ 14,969.00	\$ 16,300.00	\$ 16,300.00
3	Traffic Control	1	LS	\$ 800.00	\$ 800.00	\$ 13,400.00	\$ 13,400.00	\$ 638.00	\$ 638.00	\$ 6,930.00	\$ 6,930.00	\$ 1,700.00	\$ 1,700.00
4	Storm Water Pollution Prevention Plan (SWPPP)	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 5,350.00	\$ 5,350.00	\$ 2,275.00	\$ 2,275.00	\$ 3,955.00	\$ 3,955.00	\$ 4,800.00	\$ 4,800.00
5	Project Sign	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 608.00	\$ 608.00	\$ 1,732.00	\$ 1,732.00	\$ 900.00	\$ 900.00
6	Park Sign	1	EA	\$ 14,000.00	\$ 14,000.00	\$ 20,700.00	\$ 20,700.00	\$ 19,984.00	\$ 19,984.00	\$ 19,200.00	\$ 19,200.00	\$ 18,000.00	\$ 18,000.00
7	6" Concrete Mow Curb	60	LF	\$ 38.00	\$ 2,280.00	\$ 32.00	\$ 1,920.00	\$ 60.02	\$ 3,601.20	\$ 41.15	\$ 2,469.00	\$ 75.00	\$ 4,500.00
8	Steel Edging	34	LF	\$ 25.00	\$ 850.00	\$ 11.00	\$ 374.00	\$ 31.15	\$ 1,059.10	\$ 28.90	\$ 982.60	\$ 50.00	\$ 1,700.00
9	6' Anova Madison Bench with Back	4	EA	\$ 3,500.00	\$ 14,000.00	\$ 4,625.00	\$ 18,500.00	\$ 1,702.75	\$ 6,811.00	\$ 3,740.00	\$ 14,960.00	\$ 4,200.00	\$ 16,800.00
10	Anova Rendezvous with Bonnet Top Trash Receptacle	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 3,390.00	\$ 3,390.00	\$ 3,800.00	\$ 3,800.00	\$ 3,039.00	\$ 3,039.00	\$ 3,500.00	\$ 3,500.00
11	Keystone Holland 60 MM Concrete Pavers, color: Old Town Blend	235	SF	\$ 15.00	\$ 3,525.00	\$ 20.00	\$ 4,700.00	\$ 34.97	\$ 8,217.95	\$ 30.60	\$ 7,191.00	\$ 100.00	\$ 23,500.00
12	Charcoal	65	SF	\$ 15.00	\$ 975.00	\$ 20.00	\$ 1,300.00	\$ 39.96	\$ 2,597.40	\$ 30.60	\$ 1,989.00	\$ 100.00	\$ 6,500.00
13	Concrete Sidewalk	650	SF	\$ 12.00	\$ 7,800.00	\$ 8.70	\$ 5,655.00	\$ 16.04	\$ 10,426.00	\$ 11.55	\$ 7,507.50	\$ 21.00	\$ 13,650.00
14	Memorial Plaque	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 1,290.00	\$ 1,290.00	\$ 4,460.00	\$ 4,460.00	\$ 5,660.00	\$ 5,660.00	\$ 16,200.00	\$ 16,200.00
15	Spotlights for Memorial Tree	3	EA	\$ 2,000.00	\$ 6,000.00	\$ 2,000.00	\$ 6,000.00	\$ 425.67	\$ 1,277.01	\$ 1,100.00	\$ 3,300.00	\$ 2,800.00	\$ 8,400.00
16	Spotlights for Park Sign	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 2,500.00	\$ 5,000.00	\$ 432.60	\$ 865.20	\$ 1,675.00	\$ 3,350.00	\$ 2,800.00	\$ 5,600.00
17	Power to lighting and irrigation	1	LS	\$ 9,500.00	\$ 9,500.00	\$ 15,000.00	\$ 15,000.00	\$ 5,812.00	\$ 5,812.00	\$ 9,730.00	\$ 9,730.00	\$ 3,400.00	\$ 3,400.00
18	Specimen Canopy Tree 3" cal.	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,390.00	\$ 1,390.00	\$ 2,141.00	\$ 2,141.00	\$ 1,042.25	\$ 1,042.25	\$ 1,800.00	\$ 1,800.00
19	Shrub, 5 gal.	4	EA	\$ 65.00	\$ 260.00	\$ 71.00	\$ 284.00	\$ 401.50	\$ 1,606.00	\$ 73.90	\$ 295.60	\$ 600.00	\$ 2,400.00
20	Shrub, 3 gal.	8	EA	\$ 50.00	\$ 400.00	\$ 68.00	\$ 544.00	\$ 161.13	\$ 1,289.04	\$ 68.95	\$ 551.60	\$ 600.00	\$ 4,800.00
21	Groundcover, 4" pot	47	EA	\$ 10.00	\$ 470.00	\$ 14.00	\$ 658.00	\$ 27.36	\$ 1,285.92	\$ 45.05	\$ 2,117.35	\$ 110.00	\$ 5,170.00
22	Bermudagrass Sod	Verify in Field	SF	\$ 1.00			\$ 6,194.00		\$ 5,610.00		\$ 2,065.40		\$ 7,560.00
23	Irrigation System	1	LS	\$ 8,500.00	\$ 8,500.00	\$ 6,890.00	\$ 6,890.00	\$ 5,742.00	\$ 5,742.00	\$ 20,303.00	\$ 20,303.00	\$ 13,800.00	\$ 13,800.00
24	Paver Edge Restraints	60	LF	\$ 20.00	\$ 1,200.00	\$ 32.00	\$ 1,920.00	\$ 40.51	\$ 2,430.60	\$ 23.10	\$ 1,386.00	\$ 30.00	\$ 1,800.00
25	Colorado River Rock Cobble	30	SF	\$ 25.00	\$ 750.00	\$ 12.00	\$ 360.00	\$ 56.97	\$ 1,709.10	\$ 33.75	\$ 1,012.50	\$ 85.00	\$ 2,550.00
TOTAL BID FROM BID FORM					\$ 110,500.00		\$ 133,179.00		\$ 134,049.52		\$ 145,555.80		\$ 201,586.00
As read bid					\$ 110,500.00		\$ 133,179.00		\$ 134,049.52		\$ 145,555.80		\$ 201,586.00
COST WITHOUT ITEM 22					\$ 110,500.00		\$ 126,985.00		\$ 128,439.52		\$ 143,490.40		\$ 194,026.00

BID TABULATION
Project Name: Reflection Park
Project No. : 0067968.00
Bid Date: 04/21/2026



No.	Description	Quantity	Unit	CGC General Contractors, inc.		Construction Solutions USA, LLC		Fast General Contracting, LLC		Harper Smith & Associates LP		Legacy Landscaping		North Rock Construction & Associates LLC		Tegrity Contractors, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	LS	\$ 10,558.70	\$ 10,558.70	\$ 16,200.87	\$ 16,200.87	\$ 39,931.58	\$ 39,931.58	\$ 7,787.00	\$ 7,787.00	\$ 8,900.00	\$ 8,900.00	\$ 14,862.05	\$ 14,862.05	\$ 14,988.21	\$ 14,988.21
2	General Site Preparation	1	LS	\$ 19,197.64	\$ 19,197.64	\$ 10,800.58	\$ 10,800.58	\$ 8,100.00	\$ 8,100.00	\$ 10,692.00	\$ 10,692.00	\$ 9,900.00	\$ 9,900.00	\$ 3,494.50	\$ 3,494.50	\$ 19,470.00	\$ 19,470.00
3	Traffic Control	1	LS	\$ 1,919.76	\$ 1,919.76	\$ 3,712.70	\$ 3,712.70	\$ 4,050.00	\$ 4,050.00	\$ 2,760.00	\$ 2,760.00	\$ 500.00	\$ 500.00	\$ 1,062.50	\$ 1,062.50	\$ 3,422.00	\$ 3,422.00
4	Storm Water Pollution Prevention Plan (SWPPP)	1	LS	\$ 4,799.41	\$ 4,799.41	\$ 1,633.59	\$ 1,633.59	\$ 1,350.00	\$ 1,350.00	\$ 1,840.00	\$ 1,840.00	\$ 735.00	\$ 735.00	\$ 354.93	\$ 354.93	\$ 2,360.00	\$ 2,360.00
5	Project Sign	1	EA	\$ 2,303.72	\$ 2,303.72	\$ 2,180.37	\$ 2,180.37	\$ 810.00	\$ 810.00	\$ 1,725.00	\$ 1,725.00	\$ 1,000.00	\$ 1,000.00	\$ 1,488.44	\$ 1,488.44	\$ 1,416.00	\$ 1,416.00
6	Park Sign	1	EA	\$ 16,145.35	\$ 16,145.35	\$ 15,770.87	\$ 15,770.87	\$ 12,907.00	\$ 12,907.00	\$ 23,000.00	\$ 23,000.00	\$ 43,713.00	\$ 43,713.00	\$ 24,140.87	\$ 24,140.87	\$ 57,820.00	\$ 57,820.00
7	6" Concrete Mow Curb	60	LF	\$ 47.99	\$ 2,879.40	\$ 16.20	\$ 972.00	\$ 15.08	\$ 904.80	\$ 44.85	\$ 2,691.00	\$ 31.50	\$ 1,890.00	\$ 16.57	\$ 994.20	\$ 43.85	\$ 2,631.00
8	Steel Edging	34	LF	\$ 19.20	\$ 652.80	\$ 13.50	\$ 459.00	\$ 7.43	\$ 252.62	\$ 5.88	\$ 199.92	\$ 16.00	\$ 544.00	\$ 14.71	\$ 500.14	\$ 6.49	\$ 220.66
9	6' Anova Madison Bench with Back	4	EA	\$ 6,680.78	\$ 26,723.12	\$ 4,310.11	\$ 17,240.44	\$ 3,854.25	\$ 15,417.00	\$ 4,693.00	\$ 18,772.00	\$ 3,260.00	\$ 13,040.00	\$ 4,036.07	\$ 16,144.28	\$ 3,463.30	\$ 13,853.20
10	Anova Rendevous with Bonnet Top Trash Receptacle	1	EA	\$ 5,759.29	\$ 5,759.29	\$ 4,043.47	\$ 4,043.47	\$ 4,876.42	\$ 4,876.42	\$ 3,477.00	\$ 3,477.00	\$ 5,076.00	\$ 5,076.00	\$ 2,898.47	\$ 2,898.47	\$ 2,749.40	\$ 2,749.40
11	Keystone Holland 60 MM Concrete Pavers, color: Old Town Blend	235	SF	\$ 50.44	\$ 11,853.40	\$ 13.50	\$ 3,172.50	\$ 10.13	\$ 2,380.55	\$ 51.75	\$ 12,161.25	\$ 16.30	\$ 3,830.50	\$ 17.14	\$ 4,027.90	\$ 11.80	\$ 2,773.00
12	Charcoal	65	SF	\$ 37.66	\$ 2,447.90	\$ 13.50	\$ 877.50	\$ 16.36	\$ 1,063.40	\$ 51.75	\$ 3,363.75	\$ 37.00	\$ 2,405.00	\$ 26.21	\$ 1,703.65	\$ 11.80	\$ 767.00
13	Concrete Sidewalk	650	SF	\$ 23.63	\$ 15,359.50	\$ 23.49	\$ 15,268.50	\$ 8.93	\$ 5,804.50	\$ 17.25	\$ 11,212.50	\$ 13.85	\$ 9,002.50	\$ 8.65	\$ 5,622.50	\$ 40.45	\$ 26,292.50
14	Memorial Plaque	1	EA	\$ 5,439.34	\$ 5,439.34	\$ 10,274.05	\$ 10,274.05	\$ 3,105.00	\$ 3,105.00	\$ 2,300.00	\$ 2,300.00	\$ 3,000.00	\$ 3,000.00	\$ 6,671.68	\$ 6,671.68	\$ 3,344.12	\$ 3,344.12
15	Spotlights for Memorial Tree	3	EA	\$ 6,542.55	\$ 19,627.65	\$ 1,215.07	\$ 3,645.21	\$ 900.00	\$ 2,700.00	\$ 736.00	\$ 2,208.00	\$ 450.00	\$ 1,350.00	\$ 1,124.13	\$ 3,372.39	\$ 354.00	\$ 1,062.00
16	Spotlights for Park Sign	2	EA	\$ 8,456.56	\$ 16,913.12	\$ 3,115.97	\$ 6,231.94	\$ 1,350.00	\$ 2,700.00	\$ 736.00	\$ 1,472.00	\$ 450.00	\$ 900.00	\$ 2,886.65	\$ 5,773.30	\$ 1,433.70	\$ 2,867.40
17	Power to lighting and irrigation	1	LS	\$ 1,439.82	\$ 1,439.82	\$ 10,026.99	\$ 10,026.99	\$ 2,700.00	\$ 2,700.00	\$ 17,250.00	\$ 17,250.00	\$ 8,590.00	\$ 8,590.00	\$ 9,283.41	\$ 9,283.41	\$ 8,763.80	\$ 8,763.80
18	Specimen Canopy Tree 3" cal.	1	EA	\$ 2,303.72	\$ 2,303.72	\$ 1,620.09	\$ 1,620.09	\$ 945.00	\$ 945.00	\$ 1,150.00	\$ 1,150.00	\$ 1,925.00	\$ 1,925.00	\$ 1,788.75	\$ 1,788.75	\$ 967.60	\$ 967.60
19	Shrub, 5 gal.	4	EA	\$ 134.38	\$ 537.52	\$ 94.51	\$ 378.04	\$ 47.25	\$ 189.00	\$ 31.05	\$ 124.20	\$ 92.50	\$ 370.00	\$ 84.06	\$ 336.24	\$ 29.50	\$ 118.00
20	Shrub, 3 gal.	8	EA	\$ 95.99	\$ 767.92	\$ 67.50	\$ 540.00	\$ 47.25	\$ 378.00	\$ 31.05	\$ 248.40	\$ 62.50	\$ 500.00	\$ 29.19	\$ 233.52	\$ 25.96	\$ 207.68
21	Groundcover, 4" pot	47	EA	\$ 9.60	\$ 451.20	\$ 6.75	\$ 317.25	\$ 4.05	\$ 190.35	\$ 34.50	\$ 1,621.50	\$ 22.50	\$ 1,057.50	\$ 9.92	\$ 466.24	\$ 3.54	\$ 166.38
22	Bermudagrass Sod	Verify in Field	SF	\$ 3,743.54	\$ 3,743.54	\$ 2.51	\$ 2,636.69	\$ 822.15	\$ 822.15		\$ 1,725.00		\$ 4,353.00		\$ 3,185.60		\$ 826.00
23	Irrigation System	1	LS	\$ 15,358.11	\$ 15,358.11	\$ 9,977.04	\$ 9,977.04	\$ 8,834.40	\$ 8,834.40	\$ 14,375.00	\$ 14,375.00	\$ 12,916.00	\$ 12,916.00	\$ 5,373.75	\$ 5,373.75	\$ 9,204.00	\$ 9,204.00
24	Paver Edge Restraints	60	LF	\$ 32.64	\$ 1,958.40	\$ 20.25	\$ 1,215.00	\$ 20.25	\$ 1,215.00	\$ 46.00	\$ 2,760.00	\$ 12.00	\$ 720.00	\$ 16.45	\$ 987.00	\$ 17.70	\$ 1,062.00
25	Colorado River Rock Cobble	30	SF	\$ 115.19	\$ 3,455.70	\$ 16.20	\$ 486.00	\$ 328.05	\$ 9,841.50	\$ 9.20	\$ 276.00	\$ 65.00	\$ 1,950.00	\$ 17.02	\$ 510.60	\$ 14.16	\$ 424.80
TOTAL BID FROM BID FORM					\$ 192,596.03		\$ 139,680.69		\$ 131,468.27		\$ 145,191.52		\$ 138,167.50		\$ 115,276.91		\$ 177,776.75
As read bid				\$ 192,595.00		\$ 139,681.88		\$ 126,000.00		\$ 145,191.40		\$ 137,493.50		\$ 141,363.14		\$ 177,777.00	
COST WITHOUT ITEM 22				\$ 188,852.49		\$ 137,044.00		\$ 130,646.12		\$ 143,466.52		\$ 133,814.50		\$ 112,091.31		\$ 176,950.75	

4:05 pm

TUESDAY, APRIL 21, 2026

REFLECTION PARK

CITY OF AUBREY

COMPANY			BASE BID	BID BOND PROVIDED
1	BLM EARTH CO		134,049.52	
2	A+C CONSTRUCTION		110,500.00	
3	LEACHY LANDSCAPING		137,493.50	
4	INFRA CONSTRUCTION		201,586.00	
5	CONSTRUCTION SOLUTIONS		139,681.88	
6	DL MERTHAM		145,555.80	
7	HARPER + SMITH ASSOCIATES		145,191.40	
8	C. GREEN SCAPING		133,179.00	
9	NORTH ROCK CONSTRUCTION		141,363.14	
10	TEARNEY CONTRACTORS		177,777.00	

TUESDAY, APRIL 21, 2026

REFLECTION PARK

CITY OF AUBREY

COMPANY		BASE BID	BID BOND PROVIDED
1	FAST GENERAL CONTRACTORS	126,000.00	
2	CAC GENERAL CONTRACTORS	192,595.00	
3			
4			
5			
6			
7			
8			
9			
10			



**City Council Meeting
Staff Report
June 25, 2026**

Agenda Item

Ratify approval and execution of the Development Agreement with MM Covey Creek 165, LLC.

Staff Contact

Leanne Wilson, Assistant City Manager
lwilson@aubreytx.gov

Summary

The Covey Creek Development Agreement with MM Covey Creek 165, LLC was acted on at the May regular meeting, with the final terms reflecting the following agreements:

The developer will build all roads required by the TIA and Final Plat; and
The developer will build the two Eastern Lanes of Coffey Road required for the development.
And upon final legal review and agreement of the Parties, authorize the Mayor or City Manager to execute the final agreement on behalf of the City.

The above changes have been incorporated into the final agreement and executed for ratification.

Financial Summary

NA

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve, table, or deny) ratification of the MM Covey Creek 165, LLC Development Agreement.

**COVEY CREEK
DEVELOPMENT AGREEMENT**

**BETWEEN
MM COVEY CREEK 165, LLC
and its assigns**

AND

THE CITY OF AUBREY, TEXAS

May 28, 2026

COVEY CREEK DEVELOPMENT AGREEMENT

This Covey Creek Development Agreement (this “Agreement”) is executed among **MM COVEY CREEK 165, LLC**, a Texas limited liability company and its successors and permitted assigns (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 has entered into two separate purchase and sale agreements with the owners of: (i) approximately 165 acres of real property located in the extraterritorial jurisdiction of the City as more particularly described in **Exhibit A** hereto (the “Coffey Property”); and (ii) 70 acres of real property located in the extraterritorial jurisdiction of the City, as more particularly described in **Exhibit A-1** hereto (the “Mahard Property”). The Coffey Property and the Mahard Property are collectively referred to herein as the “Property”); and

WHEREAS, the Developer intends to acquire fee simple title to the Coffey Property, and upon Closing as defined hereinbelow, the Developer intends to be the master developer of the Coffey Property, and the Parties agree that upon such Closing, the terms of this Agreement shall apply to the Coffey Property; and

WHEREAS, the Parties intend for this Agreement to take effect on the later of: (i) the date upon which the last of all of the Parties have approved and duly executed this Agreement, or (ii) the Closing Date for the Coffey Property; and

WHEREAS, if Developer acquires fee simple title to the Mahard Property on or before June 1, 2027, upon such Closing, the Developer intends to be the master developer of the Mahard Property, and the Parties intend for the terms of this Agreement to apply to the Mahard Property as provided herein; however, if Developer does not Close on the Mahard Property or before June 1, 2027, the Parties intend and agree that the Mahard Property shall not be subject to the terms of this Agreement but that this Agreement shall exclusively apply to the Coffey Property and that all references to the Property shall solely refer to the Coffey Property; and

WHEREAS, the Developer has agreed not 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 after Closing in accordance with the terms of this Agreement; and

WHEREAS, the Developer plans to develop the Property as a phased single family residential development, after the execution of this Agreement and upon Closing 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 in future PID related agreements executed by the Parties for this Development; and

WHEREAS, the Developer desires and intends to design, construct, install, and/or make financial contributions to certain public infrastructure to serve the Development (“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 a Service and Assessment Plan for and applicable to the Coffey Property and/or the Mahard Property; and

WHEREAS, the Developer intends for the design, construction, and installation of the Authorized Improvements to occur in Phases, and for such Authorized Improvements to be acquired by the City, or Mustang Special Utility District (“Mustang”), as provided by the terms of this Agreement; and

WHEREAS, the Developer estimates that the cost of the Authorized Improvements will be approximately One Hundred Ten Million and 00/100 Dollars (\$110,000,000.00) 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 (the “PID”) 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 creation of the 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 one or more than one Assessment Ordinance(s) (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 estimated to be a total maximum of up to **One Hundred Ten Million and 00/100 Dollars (\$110,000,000.00)**, 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, the Parties intend that the City Council consider approval of a TIRZ Ordinance to create a TIRZ to be coterminous with the boundaries of the PID in accordance with the terms of this Agreement; and

WHEREAS, based upon Developer's calculations with the acquisition of both the Coffey Property and the Mahard Property, it is anticipated that with annexation of the Property into the incorporated limits of City and the ultimate construction of public improvements to serve approximately 1,100 lots that are expected to be sold for the construction of single family residential homes for this Development, the Development will increase the Property's assessed ad valorem value by approximately Four Hundred Fifty Three Million Fifty Thousand and No/100 Dollars (\$453,050,000.00); however, the anticipated increase in valuation is subject to decrease if only the Coffey Property is acquired; and

WHEREAS, as soon as is practicable and prior to the levy of PID Assessments, 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, all of the City's Administrative Expenses associated with the PID will be funded by the 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, utility site(s), 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) the agreed upon concept plan (“Concept Plan”), attached hereto as **Exhibit C**, and (ii) the Development Regulations, attached hereto as **Exhibit D**, and (iii) the PD Zoning approved by the City concurrently with annexation of the Property as provided herein; and

WHEREAS, the Property is currently in the extraterritorial jurisdiction of the municipality as authorized by Section 212.172, Texas Local Government Code; and

WHEREAS, Mustang holds the exclusive certificates of convenience and necessity to provide retail water and wastewater service to the Property, and the Parties intend for Mustang to provide retail water and wastewater service to the Property; and

WHEREAS, the Developer intends to request annexation of the Property pursuant to the terms of this Agreement and 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, as applicable, 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, excluding the Water and Wastewater Authorized

Improvements, and further identified in the SAP and the TIRZ Project and Finance Plan, as applicable.

Affiliate(s) means any other person or entity directly controlling, or directly controlled by, or under direct common control with the Developer, whether in existence on the Effective Date or formed in the future. 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 Covey Creek 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, and the associated easements and right-of-way within which such improvements are located therein, including drainage, Water and Wastewater Authorized Improvements, Roadway Authorized Improvements and other 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 the PID Act, including without limitation Section 372.003.

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**, which may be later modified by the SAP.

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**.

Close(s) or Closing means the purchase of the Coffey Property and/or the Mahard Property, as applicable, by the Developer in fee simple.

Closing Date means the respective date upon which the Developer Closes on the Coffey Property (the "**Coffey Closing**") and/or the Mahard Property (the "**Mahard Closing**"), as applicable, in fee simple.

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.

Dedicated Property means the Dedicated Property as defined in Article V, Additional Developer and City Obligations/Infrastructure/Amenities.

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 **Section 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 **Section 7.4** for Authorized Improvements.

Developer means MM Covey Creek 165, LLC a Texas limited liability corporation, their successors and assigns, and/or Affiliates, responsible for developing the Project or 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 later of: (i) the date upon which the last of all of the Parties have approved and duly executed this Agreement, or (ii) the Closing Date for the Coffey Property.

End Buyer means any owner of a Fully Developed and Improved Lot.

Fee Schedule means the Fee Schedule adopted by the City, as amended from time to time.

Final Plat(s) means the final plat(s) for the Property, including any one or more Phases of the Development, as approved by City.

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.

Imposition(s) means a tax, fee, or other charge on the Property, due under this Agreement, or pursuant to City Regulations.

Independent Appraisal means, in establishing the appraised value, either (i) an "as-complete" appraisal delivered by an independent appraiser licensed in the State of Texas, which appraisal shall assume completion of the particular Phase for which said Assessments have been or will be levied, as applicable or (ii) a certificate delivered to the City by a qualified independent third party (which party may be the PID Administrator or a licensed appraiser) certifying on an individual lot type basis, the value of each lot in the particular Phase, as applicable, for which such Assessments

have been levied based on either (x) the average gross sales price (which is the gross amount including escalations and reimbursements due to the seller of the lots) for each lot type based on closings of lots in such Phase for which the Assessments have been levied or (y) the sales price in the actual lot purchase contracts in the particular Phase for which such Assessments have been or will be levied, as applicable.

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 or Mustang means the Mustang Special Utility District.

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 an amount not to exceed Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00) per lot, which shall be paid at the time of building permit.

Phase(s) means one or more of the phases of Development as depicted on **Exhibit C** hereto, as may be amended pursuant to 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 Covey Creek 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.

Public Safety Fee means the Public Safety Capital Recovery Fee adopted by the City and set forth in the Fee schedule Article A5.000 of the Code of Ordinances of the City, as amended, which shall be paid by the applicant at the time of building permit.

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 collectively described by metes and bounds on **Exhibit A and Exhibit A-1**, comprised of approximately 165 acres of real property specifically described in **Exhibit A** and generally identified herein as the "**Coffey Property**", and an approximate 70 acres of real property specifically described in **Exhibit A-1** and generally identified herein as the "**Mahard Property**".

Real Property Records of Denton County means the official land recordings of the Denton County Clerk's Office.

Reimbursement Agreement means the executed 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 Proceeds 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.

Roadway Authorized Improvements means those roadway public improvements, as described in **Subsection 5.3** and as shown on **Exhibit B**, and/or which are required for Final Plat that will serve and benefit the Property, and which are eligible for reimbursement pursuant to the Service and Assessment Plan.

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 and providing for use of revenues to offset the PID Assessment as provided herein.

Water and Wastewater Authorized Improvements means the water and wastewater Authorized Improvements identified on Final Plat and/or applicable construction plans approved by Mustang, and part of the system owned and operated by Mustang, constructed by the Developer, or caused to be constructed by the Developer, and dedicated to Mustang.

ARTICLE II

COVEY CREEK 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 – Covey Creek Development.**

(a) The Developer will undertake or cause the undertaking of the design, development, and construction of the Development, including the Authorized Improvements and all other public improvements required herein or by applicable Final Plat(s). The Development consists of residential elements and amenities to support the residential elements, as well as utility site(s) (Section 10.8), and as generally shown on the Concept Plan attached as **Exhibit C** hereto, which is subject to modifications in accordance with **Sections 10.7 and 10.8** 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 Authorized Improvements and all other public improvements required herein or by applicable Final Plat(s) to the City's, or Mustang's, standards and specifications, as applicable, and subject to City, or Mustang's, approval, as applicable, as provided herein and in accordance with City Regulations except as same may be modified by this Agreement, and the Development Regulations as set forth in **Exhibit D** attached hereto.

(c) Upon completion and acceptance of the Authorized Improvements and any other public improvements required herein or by Final Plat(s), the City, or Mustang, as applicable, shall own, operate and maintain those Authorized Improvements.

ARTICLE III
PUBLIC IMPROVEMENT DISTRICT

3.1 Creation and Levy of Assessments. Contemporaneously with submission of an annexation petition for the Property pursuant to **Article IX, Annexation**, Developer will submit to the City a petition to create the Covey Creek Public Improvement District (the "PID") in accordance with the terms of this Agreement, and in a timeline to permit creation of the PID simultaneously with the annexation of the Property. 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, including levies for individual Phases of the Development, 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 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's acceptance of the Authorized Improvements, subject to the City Council's discretion. At the time of such levy, the City intends to enter into the Reimbursement Agreement with the Developer and/or approve the issuance of PID Bonds. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act. Concurrently with the creation of the PID, the City and Developer agree to enter into a Reimbursement Agreement, in substantially the same form attached hereto as **Exhibit I**; however, the final Reimbursement Agreement shall be as agreed upon by the Parties and approved by bond counsel retained by the City.

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 PID tax rate equivalent for Parcels within the PID shall be set at a PID tax rate equivalent as requested by the Developer, limited only to achieve a maximum total tax stack of \$3.09 per \$100 in 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 levy of assessments on the Property based upon the estimated average home value as defined in the Service and Assessment Plan approved by the City Council. The City may not require the value to lien ratio for any PID Bonds to be higher than 2:1; provided that the value to lien ratio for any PID Bonds may be less than 2:1, in the sole discretion of the City Council, through the adoption of a resolution, Bond Ordinance, Assessment Ordinance or other applicable Council action that authorizes a lesser value to lien ratio without the necessity of amending this Agreement. The appraised value of the portion of the PID in the applicable Phase to the par amount of PID Bonds

issued with respect to such Phase shall be confirmed by the retail lot value in an Independent Appraisal unless such requirement is waived by the City in its sole discretion. Notwithstanding the foregoing, the value to lien ratio for Assessments shall be not less than 1:1. The City may require a hold back of PID bond proceeds at the time of bonding until a higher lien to value is met.

ARTICLE IV

AUTHORIZED IMPROVEMENTS/CONSTRUCTION APPROVALS /OWNERSHIP

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 applicable Service and Assessment Plan, the PID Act, the TIRZ Project and Finance Plan, and the TIRZ Act. All Authorized Improvements, other than the Water and Wastewater Authorized Improvements, shall be identified and included on each approved Final Plat(s) and/or applicable construction plans to the extent such Authorized Improvements are not depicted on a Final Plat, for the Property as each Final Plat and/or applicable construction plans for each Phase 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 applicable PID/TIRZ requirements.

4.2 **Construction, Approvals, Ownership, and Transfer of Authorized Improvements.**

(a) **Construction Plans/Plat Approvals/Development Approvals.** The Developer shall prepare, or cause to be prepared, plans and specifications for each of the Authorized Improvements and all other public improvements required herein or by applicable Final Plat(s), and have them submitted to the City, or Mustang, as applicable, for approval in accordance with the City Regulations or Mustang regulations, as applicable. Developer agrees that it will not submit any civil engineering construction plans, requests for plat approval, or any other request for development permit of any kind for the Property until such time as annexation of the Property has occurred in accordance with **Article IX, Annexation**, or as expressly agreed upon in writing by City and Developer prior to such submission.

(b) **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**, and may be amended by the SAP, may be paid or reimbursed 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 the Reimbursement Agreement through the Certification for Payment Form process where the Developer or the Developer's assignee will submit invoices for payment.

(c) **Construction Standards and Inspection.** The Authorized Improvements will be installed within the public right-of-way or in easements dedicated without cost to the City, or

granted to Mustang, as applicable. The right-of-way and easements dedicated to the City may be eligible for reimbursement as authorized in the SAP. The Authorized Improvements, other than the Water and Wastewater Authorized Improvements, shall be constructed and inspected in accordance with applicable state law, City Regulations and all other applicable development requirements, including those imposed by the City and any other governing body or entity with jurisdiction over the Authorized Improvements.

(d) Competitive Bidding. This Agreement and construction of the Authorized Improvements 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.

(e) City Ownership. The Authorized Improvements and all other public improvements required herein or by applicable Final Plat(s), other than the Water and Wastewater Authorized Improvements, shall be owned by the City, upon acceptance of them by the City, using procedures established by the City Regulations and/or this Agreement, respectively. The Developer agrees to take any action reasonably required by the City where applicable to transfer or otherwise dedicate or ensure the dedication of right-of-way or easements for the Water and Wastewater Authorized Improvements to Mustang and for all other Authorized Improvements, other than the Water and Wastewater Authorized Improvements to the City, and to the public.

(f) Mustang Ownership. The Water and Wastewater Authorized Improvements shall be owned by Mustang upon acceptance by Mustang in accordance with the procedures established by Mustang.

(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, or Mustang, as applicable, such access and maintenance easements as the City, or Mustang, as applicable, may reasonably require in recordable form, and the Developer hereby grants to the City, or Mustang, as applicable, a permanent access and maintenance easement, as evidenced on the Final Plat of the applicable Phase of the Property, or by separate recordable instrument, 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, or Mustang, as applicable, title to property and/or easements related to the Authorized Improvement as required by the City Regulations, Mustang regulations, or this Agreement or in the City's, or Mustang'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, or Mustang Regulations, except as modified by this Agreement.

4.3 Operation and Maintenance of Authorized Improvements.

(a) City Authorized Improvements. Upon inspection, approval, and acceptance of the Authorized Improvements, excluding the Water and Wastewater Authorized Improvements, or any portion thereof by City, the City shall own, maintain and operate such accepted Authorized Improvements in accordance with this Agreement and City Regulations

(b) Mustang Water and Wastewater Authorized Improvements. The Parties acknowledge and agree that all Water and Wastewater Authorized Improvements shall be designed, constructed, and installed by Developer in compliance with Mustang's rules and regulations, and are solely subject to Mustang inspection and approval. However, in accordance with City Regulations, prior to filing of the Final Plat and issuance of a building permit by the City, Developer shall be required to obtain and provide to City written documentation from Mustang that Water and Wastewater Public Improvements have been constructed, are in place to serve the Property, and have been accepted by Mustang.

(c) HOA. The Developer shall construct or cause to be constructed and the HOA, as applicable, shall maintain, repair, replace, and operate, the open spaces, common areas as depicted on Exhibit C, right-of-way irrigation systems, right-of-way landscaping, screening fences/walls as depicted on Exhibit C-1 and any other common improvements or appurtenances not maintained and operated by the City.

ARTICLE V
ADDITIONAL DEVELOPER AND CITY OBLIGATIONS;
INFRASTRUCTURE/AMENITIES

5.1 Mandatory Homeowners' Association.

(a) 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 part of the Dedicated Property, 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. Within thirty (30) days of written notice from City or such other time as agreed upon by the Parties in writing, Developer, to the extent Developer is the declarant over the HOA, shall enforce or cause to be enforced covenants, conditions and restrictions on the Property; failure of Developer to take all reasonably necessary action to enforce or cause the enforcement of the covenants, conditions and restrictions while Developer is the declarant over the HOA shall be a breach of this Agreement. This obligation of Developer shall terminate earlier of the date that HOA control passes from the Developer or the termination of this Agreement.

(b) The Developer shall file the Covenants, Conditions and Restriction prior to the City's acceptance of any Public Improvements.

(c) The covenants, conditions, and restrictions for the HOA shall contain a covenant that would allow the City, in its discretion, to maintain common areas and assess individual property owners' pro rata in the event the HOA fails to maintain common areas.

(d) Any HOA covenants, conditions, and restrictions that contains a provision proposing removal of HOA requirements to maintain common areas may not be revised without the consent of the City.

5.2 Roadway Authorized Improvements. Developer shall provide a Traffic Impact Analysis ("TIA") for the Development prior to the filing of a preliminary plat for the Development, shall dedicate all right of way and construct all roadway improvements necessary to serve for the Development as provided herein and as required by the Final Plat; all such roadway improvements shall be constructed in accordance with City Regulations, including without limitation, the City's Thoroughfare Plan. In consideration for Developer's design and construction of the Roadway Authorized Improvements detailed in Section 5.3 and/or the TIA, the City has agreed to consider a 49% TIRZ; additionally, City and Developer will work together to determine potential credits for additions to Authorized Improvements resulting from the TIA and will mutually agree to any variation of roadway improvements during the platting and civil review process that are outside of the scope of Section 5.3.

5.3. Roadway Improvements.

(a) Redfearn Road. At no cost to City, but in a manner that would permit reimbursement through the PID to the extent set forth in a Service and Assessment Plan, Developer shall dedicate a one hundred foot (100') wide right-of-way across the Coffey Property for Redfearn Road along those portions of Redfearn Road where the proposed right of way for Redfearn Road is located wholly upon the Coffey Property. For the portion of the proposed Redfearn Road where the proposed right of way is not located wholly upon the Coffey Property, on the south side of Redfearn Road, Developer shall dedicate only the southern fifty feet (50') of such right-of-way. Developer shall design and construct the southern two (2) lanes of Redfearn Road from the western boundary of the Chaparral Ridge subdivision to Coffey Road as part of the construction of Phase 1 of the Development, which construction shall include the design and construction of a two (2) lane bridge over Mustang Creek ("Mustang Bridge"). Developer shall design and construct Mustang Bridge in such manner that an additional two (2) lanes can be constructed at a future date ("Mustang Bridge Expansion"). Developer shall not be required to construct the Mustang Bridge Expansion. Additionally, at the time of construction of the Phase north of Redfearn Road (which is currently depicted as Phase 2 of the Development on the Concept Plan), Developer shall construct the northern two (2) lanes of Redfearn Road at the location adjacent to Redfearn Road as depicted in Exhibit B-1 hereto in accordance with the Final Plat and/or applicable construction plans when such improvements are not depicted on a Final Plat.

(b) Coffey Road. At no cost to City, but in a manner that would permit reimbursement through the PID to the extent set forth in a Service and Assessment Plan, Developer shall dedicate a fifty-foot (50') right of way across the Property for the construction of the eastern two (2) lanes of Coffey Road which shall extend from the southern boundary line of the Property to the northern boundary line of the Property. Developer shall design and construct the eastern two (2) lanes of Coffey Road, and all turn lanes along Coffey Road required for the Development pursuant to a

traffic impact analysis; such lanes shall be constructed in conjunction with the construction of the adjacent Phase(s) of the Development in accordance with the Final Plat and/or applicable construction plans for each such Phase.

5.4 Offsite Roadway Authorized Improvements. At the time of construction of the Phase north of Redfearn Road (which is currently depicted as Phase 2 of the Development on the Concept Plan), subject to the obligations of the Parties under Section 10.4, Property Acquisition, Developer shall use reasonable efforts to obtain a fifty foot (50') right of way across adjacent property for the construction of the two (2) eastern lanes of the portion of Coffey Road located north of the northern boundary line of the Property and continuing to FM 428 as depicted in Exhibit B-1 (the "Eastern Lanes"). Upon acquisition of the right of way for the Eastern Lanes, Developer shall design and construct the Eastern Lanes in accordance with the City's Thoroughfare Plan and Final Plat, and applicable construction plans to the extent the Eastern Lanes are not depicted on a Final Plat, and such design and construction shall occur during the construction of the Phase north of Redfearn Road (which is currently depicted as Phase 2 of the Development on the Concept Plan). Developer shall fund only its proportionate share of the cost to comply with TxDOT minimum requirements for the traffic signal at the intersection of Coffey Road and FM 428, which cost sharing shall be triggered upon the construction of the portion of Coffey Road which intersects FM 428. The City and Developer acknowledge and agree that the Roadway Authorized Improvements are essential to the Development, and beneficial to the City as public use.

5.5 City Park Dedication and Open Space. The Developer shall designate a minimum of one (1) acre of open space (of which retention/detention/drainage facilities, dog park, open/green space and floodplain/floodway/WoUS can be included in the minimum) per every fifty (50) single family residential lots on the Property for and in full satisfaction of Developer's requirement to dedicate Open Space and Parkland for the Development (the "Dedicated Property"), as depicted on Exhibit C, which is subject to modifications in accordance with Sections 10.7 and 10.8 of this Agreement. There shall be no requirement that the Dedicated Property be contiguous. The Dedicated Property, or a portion thereof, shall be dedicated to the City, at the election of the City, which election shall occur prior to the date in which a preliminary plat is approved for the Phase(s) of the Property containing the Dedicated Property. In the event of such election by City, the dedication shall occur through the recording of a final plat and/or special warranty deed as required by City, otherwise such Dedicated Property will be owned by the HOA. The Dedicated Property and all improvements thereto shall be maintained by the HOA, and such maintenance requirement shall be documented in the Covenants, Conditions, and Restrictions upon the Property. At no cost to City, Developer shall design and construct the following improvements to the Dedicated Property to the City in accordance with the following terms:

(a) Dog Park. A minimum five thousand square foot (5,000 SF) dog park shall be constructed on the Dedicated Property at the location identified in the Concept Plan during the construction of the Phase north of Redfearn Road (which is currently depicted as Phase 2 of the Development on the Concept Plan) and shall be completed and accepted by City prior to the issuance of any building permits for the Phase north of Redfearn Road (which is currently depicted as Phase 2 of the Development on the Concept Plan) (the "Dog Park"). The perimeter of the Dog

Park shall be enclosed by a minimum six foot (6') tall ornamental metal fence. At minimum, the Dog Park shall include either natural or constructed shade, one pet waste station with a bag dispenser and waste receptacle, and one water station with one fountain and pet bowl. Upon acceptance of the Dog Park by the City, the City shall own and the HOA shall maintain the Dog Park. The Dog Park shall be constructed in accordance with the Development Regulations set forth in **Exhibit D**.

(b) **Park**. In the event the Developer acquires both the Coffey Property and the Mahard Property, approximately nineteen (19) acres of the Dedicated Property shall be designated as a park (the "**Park Property**"). Provided, in the event the Developer acquires only the Coffey Property, the Park Property shall be comprised of approximately eleven (11) acres. Developer shall design and construct improvements upon the Park Property, as described herein (the "Park Improvements") during the construction of the final Phase and all Park Improvements shall be completed and accepted by City prior to the issuance of any building permits for the final Phase. Developer shall design and construct a retention pond on the Park Property which shall be designed to be amenity with a maximum 6:1 slope, including a partial stone retaining wall if required for the design, and an aeration water feature, which design of such water feature shall be at Developer's discretion. Developer shall also design and construct a minimum eight foot (8') wide concrete trail upon the Park Property, as more specifically depicted in the **Exhibit C**, which is subject to modifications in accordance with **Sections 10.7 and 10.8** of this Agreement, attached hereto and incorporated herein, constructed in accordance with City Regulations, as amended by this Agreement, including the Concept Plan and Development Regulations attached hereto and the PD Zoning. Developer shall provide benches and bollard lighting with minimum thirty inch (30") height located at an interval of every six hundred feet (600') along the trail, as generally depicted on the Concept Plan. Developer shall construct irrigation and landscaping in accordance with the approved landscaping plan (as detailed below) for the Property, such landscaping shall include a minimum three-inch (3") caliper (measured twelve inches from grade) canopy tree for each fifty (50) linear feet along the perimeter of the retention pond. Canopy trees may be clustered. The Developer shall provide a minimum of five (5) parking spaces to be utilized for visitors of the Park Property, as generally depicted on the Concept Plan. Upon acceptance of the Park Property by the City, the City shall own and the HOA shall maintain the Park Property. Provided, the City may elect, prior to the approval of the preliminary plat containing the Park Property to have the HOA own and maintain the Park Property, and in the event of such election the Developer, upon conveyance of the Park Property to the HOA, shall dedicate a blanket public use easement over the Park Property.

5.6 **City Park Development Fees**. Park Development Fees shall be paid as required by Section 5, Park Land and Public Facility Dedication, of Article 4, Public Sites and Open Spaces of the City's Subdivision Regulations, except that the Park Development Fees shall be paid by each applicant for a building permit at the time of permit application rather than by the Developer, and as otherwise amended by this Agreement.

5.7 **Amenity Center**. Developer shall design and construct a private amenity center for the residents of the Development which shall be owned, maintained and operated by the HOA. The amenity center shall be constructed during the construction of the Phase north of Redfearn Road (which is currently depicted as Phase 2 of the Development on the Concept Plan) of the

Development, shall be completed prior to the issuance of the one hundred fiftieth (150th) building permit for the Phase north of Redfearn Road (which is currently depicted as Phase 2 of the Development on the Concept Plan) of the Development, and shall include, at minimum, a swimming pool, soccer field, pickleball court, two (2) play structures, a pavilion, restroom facilities, and ten (10) off-street parking spaces.

5.8 Aubrey ISD. Developer hereby agrees to provide the Aubrey Independent School District (“AISD”) with a letter detailing the anticipated size, location and timing of Developer’s proposed development of the Property, including an invitation to AISD to provide input as to whether AISD is interested in obtaining a future school site within any portion of the Property. Developers hereby agree to use good faith efforts to coordinate with AISD, so long as such coordination does not unreasonably interfere with Developer’s anticipated timing of development of the Property.

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), 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 One Hundred Ten Million and 00/100 Dollars (\$110,000,000.00). 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 One Hundred Ten Million and 00/100 Dollars (\$110,000,000.00). 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, open space, 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 Authorized Improvements within the Phase for which Assessments are to be levied;

(C) Break out of total offsite costs to serve the Phase for which Assessments are to be levied;

(D) Break out of total oversizing costs of improvements within the Phase for which Assessments are to be levied;

(E) Breakout of phased costs for all Phases versus major improvement cost within the applicable PID;

(F) 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

(G) Map of Property

(H) 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

(I) Estimated private costs (not including the public improvement costs) to reach completed lots (i.e., final lot benching, stabilization, etc.)

(J) 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 One Hundred Ten Million and 00/100 Dollars (\$110,000,000.00).

(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) Except as otherwise stated herein, 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.

(c) the adoption or amendment of the Service and Assessment Plan and an Assessment Ordinance levying assessments on all or any portion of the Property benefitted by such Authorized Improvements in amounts sufficient to pay all costs related to such PID Bonds;

(d) the maximum maturity for PID Bonds shall not exceed 31 years from the date of delivery thereof;

(e) the aggregate principal amount of all PID Bonds issued and to be issued for the PID shall not exceed **One Hundred Ten Million and 00/100 Dollars (\$110,000,000.00)**, except that said not-to-exceed amount may be adjusted based on actual interest rates and/or assessed values, subject to the limitations prescribed by this Section

(f) if requested by the City, delivery by Developer to the City of a certification or other evidence from an independent appraiser or other professional acceptable to the City confirming that the special benefits conferred on the properties being assessed for the applicable Authorized

Improvements increase the value of the property by an amount at least equal to the amount assessed against such property;

(g) approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas;

(h) Developer is current on all taxes, assessments, fees and obligations to the City, including without limitation payment of Assessments;

(i) Developer is not in default under this Agreement or, with respect to the Property, any other agreement to which Developer and the City are parties;

(j) no outstanding PID Bonds are in default and no reserve funds have been drawn upon that have not been replenished;

(k) [intentionally deleted];

(l) the PID Administrator has confirmed that the specified portions of the costs of the applicable Authorized Improvements to be paid from PID Bond Proceeds are eligible to be paid therewith, which confirmation shall be deemed by the City's adoption of the applicable Assessment Ordinance;

(m) the Authorized Improvements to be financed by the PID Bonds have been or will be constructed according to the requirements of this Agreement and applicable final plat(s);

(n) the City has determined, in consultation with the City's Bond Counsel and Financial Advisor, that there will be no negative impact on the City's creditworthiness, bond rating, access to or cost of capital, and that the PID Bonds meet all regulatory and legal requirements applicable to the issuance of the PID Bonds;

(o) the City has determined, in consultation with the City's Financial Advisor, that the amount of proposed PID Assessments and the structure, terms, conditions, and timing of the issuance of the PID Bonds are suitable and reasonable for the Authorized Improvements to be financed and the degree of development activity within the PID, and that there is sufficient security for the PID Bonds to be creditworthy;

(p) the City has determined, in consultation with the City's Bond Counsel and Financial Advisor, that the method of sale, investor suitability requirements, minimum bond denominations, and bond transferability restrictions are reasonable and meet all regulatory and legal requirements applicable to the issuance of the PID Bonds;

(q) no information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the consent of the City;

(r) Developer agrees to provide periodic information and notices of material events regarding Developer and Developer's development of the Property within the PID in accordance

with Securities and Exchange Commission Rule 15c2-12 and any Developer Continuing Disclosure Agreement;

(s) Developer is not in default under a Developer Continuing Disclosure Agreement;

(t) for the issuance of any applicable refunding bonds, the amount of assessment necessary to pay the refunding bonds shall not exceed the amount of the assessments that were levied to pay the PID Bonds that are being refunded and the maturity of the PID Bonds refunded;

(u) the City's consulting engineer determines that the Budgeted Cost shown on **Exhibit B**, Authorized Improvements and Estimated Costs, as updated and amended, are reasonable;

(v) if PID Bonds are issued for reimbursement to Developer for the costs of completed Authorized Improvements, Developer shall have completed and the City and Mustang must have accepted the Authorized Improvements for the phase of the Development for which reimbursement is being requested.

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 (i) any approved Developer expenditures of Authorized Improvement Costs for such PID Phase as confirmed and approved by the City or its PID Administrator and (ii) any Authorized Improvement Costs that are obligated to be paid or contributed by other governmental entities for the construction of certain Authorized Improvements (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
- <u>Verified and approved Developer expenditures of Authorized Improvement Costs for the PID Phase + Authorized Improvement Costs that are obligated to be paid or contributed by other governmental entities for the construction of certain Authorized Improvements</u>
= 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, the 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 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 the Reimbursement Agreement 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 the 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 the 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 the 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 and the SAP. If the total actual cost of an Authorized Improvement (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 actual costs of the Authorized Improvement 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 or Mustang has, with respect to applicable Authorized Improvements, accepted the respective Authorized Improvement(s) (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 that exceed the actual costs of Authorized Improvements, 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 remain 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 the 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 Reimbursement Agreement, if applicable. The City shall review the sufficiency of each Certification for Payment Form (each, a “Payment Certificate”) with respect to compliance with this Agreement, compliance with City Regulations, and compliance with the SAP. The City shall review each Payment Certificate within twenty (20) 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, which may be later modified by the SAP, and (ii) the actual Authorized Improvement Costs, from funds available pursuant to the Bond Indenture or 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 memo drafted by the City’s financial advisor.

ARTICLE VIII

TIRZ

8.1 Tax Increment Reinvestment Zone. After annexation and in conjunction with the first levy of Assessments or Bond Issuance for any Phase of the Property, , the City agrees, subject to its sole legislative discretion, to exercise its powers under the TIRZ Act in order to consider, and in City’s sole discretion to create a TIRZ encompassing the Property for a maximum term of thirty-six (36) years (the “TIRZ Term”), and City agrees to consider the dedication of forty-nine (49%) of the City’s available tax increment collected by the City for Property within the TIRZ, based on the City’s tax rate each year, at the time of levy of each Phase, which funds will be used to off-set or pay a portion of any Assessments levied on the Property within the TIRZ in accordance

with the TIRZ Project and Finance Plan, with the ability for the City to reevaluate such contribution by Phase upon maturity of the PID Bonds.

8.2 TIRZ Priority. In accordance with the TIRZ Project and Finance Plan and this Agreement, the TIRZ Fund shall first pay:

(a) First, for the City's costs in administering the TIRZ,

(b) Second, to 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 for a period consistent with the term of any PID Bonds issued by the City and/or the term of the Reimbursement Agreement approved by the City and the term of the TIRZ in accordance with his Agreement; such off-set to be a maximum tax rate equivalent of \$3.09;

(c) Third, to the City for any lawful use.

Deposits of money into the TIRZ Fund shall continue until the earlier of (i) the payment of all PID Bonds, (ii) the expiration of the TIRZ, or (iii) the termination of this Agreement in accordance with Article XII, Term. 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 after payment of the City's Administrative Expenses. Amounts in the TIRZ Fund shall not be comingled with City funds. The TIRZ offset will be applied on a Phase-by-Phase basis. The TIRZ Term shall be structured to align with the term of the corresponding PID Bond issuance for each Phase so that TIRZ Fund offsets apply to each Phase of the Development pursuant to the applicable SAP.

ARTICLE IX ANNEXATION

9.1 Annexation.

(a) In furtherance of the Developer's intention to develop the Property as a master planned community located within the incorporated limits of the City pursuant to the terms of this Agreement, the Parties intend that the annexation of the Coffey Property and the annexation of the Mahard Property occur simultaneously; therefore, Developer agrees to submit a voluntary annexation petition to City in accordance with the following:

(1) Coffey Property. Developer shall submit an annexation petition for the Coffey Property within thirty dates of the later of: (i) the Coffey Closing; and the earlier of (A) June 1, 2027, (B) the date upon which Developer provides written notice to the City that it will not consummate the Mahard Closing, or (C) the Mahard Closing.

(2) Mahard Property. If the Mahard Closing is consummated by Developer, Developer shall submit an annexation petition for the Mahard Property upon the earlier of: (a) the date of the Mahard Closing or (b) June 1, 2027. Notwithstanding the foregoing, if Developer does not consummate the Closing of the Mahard Property on or before June 1, 2027, or alternatively, if at any time prior to June 1, 2027, Developer provides written notice to the City of Developer's intent not to consummate the Closing of the Mahard Property, then Developer shall not be required to submit an annexation petition for the Mahard Property and none of the other terms of this Agreement shall apply to the Mahard Property. In such event, Developer shall however submit an annexation petition for the Coffey Property in accordance with subparagraph (1) above.

(b) In accordance with subsection (a) above, 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, AND BY ENTERING INTO THIS AGREEMENT, THE DEVELOPER HEREBY VOLUNTARILY PROVIDES SUCH CONSENT FOR ANNEXATION PURSUANT TO CHAPTER 43 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED. BY ENTERING INTO THIS AGREEMENT, CITY WAIVES IMMUNITY FROM SUIT FOR THE PURPOSE OF ADJUDICATION OF CLAIM FOR BREACH OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT WITH THIS AGREEMENT AND THE PROVISIONS CONTAINED HEREIN, 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 in accordance with **Section 10.5** of 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.

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, as may be amended as provided herein, 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 Concept Plan and/or 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 approved by this Agreement and 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. 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 special commissioners, 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”) 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 initiation 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, as may be amended as provided herein, 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 zoning 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, as may be amended as provided herein, 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 and Developer agrees to provide all documents necessary for City to process and evaluate its zoning application in accordance with City Regulations.

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 Exhibit C, as may be amended as provided herein, 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 attached hereto is consistent with the plan for development described in this Agreement but does not constitute the City's agreement that any specific portion of the Development depicted in Exhibit C conforms to the City Regulations.

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 as an amendment to this Agreement, if such proposed change is submitted prior to zoning of the Property. 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 as an amendment to this Agreement.

Any Minor Modification of the Concept Plan after execution of this Agreement or amendment approved by the City to the Concept Plan as part of the zoning process 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 romanette (i) such addition or deletion of roadways shall be deemed a Minor Modification; and

(b) any modification approved by the City in a Final Plat, 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.

10.8 Utility Sites. Developer shall have the continuing right, in its sole discretion, to establish, designate, relocate, expand, modify, and grant additional utility sites, easements, and related utility facilities as required by such utility provider(s), and as Developer deems necessary or appropriate for the development of the Property, including to the extent that such utility sites, easements, facilities, or expansions thereof are not currently depicted on the Concept Plan (collectively "Utility Site Expansion"). The Parties acknowledge and agree that any modification to the Concept Plan as contemplated in this Section 10.8, shall automatically amend this Agreement. Notwithstanding the foregoing, in no event shall Utility Site Expansion reduce the amount of Dedicated Property required by this Agreement. In the event that Developer engages, authorizes, or allows Utility Site Expansion that reduces the total acreage of the Dedicated Property required herein, Developer shall dedicate an equivalent amount of additional comparable quality property to ensure that the City receives and retains the full acreage required as Dedicated Property.

ARTICLE XI

DEVELOPMENT PROCESS AND CHARGES

11.1 Development Fees. Developer agrees to construct improvements and develop the Property as shown on the Concept Plan attached hereto as Exhibit C and to pay all applicable Development Fees, as listed in the City Regulations in effect on the Effective Date of this Agreement, and in accordance with this Agreement. The adopted City Fee Schedule as uniformly applicable to all development within the corporate limits of the City shall apply to the Property except as expressly modified by the terms of this Agreement. Park Development Fees and Public

Safety Fees shall be assessed in accordance with City Regulations and shall be paid at time of building permit.

11.2 Inspection Fees. Development of the Property shall be subject to the payment to the City of inspection fees, as amended, and uniformly applied throughout the City (the "Inspection Fees"), according to the City's Fee Schedule adopted by the City Council on the Effective Date and such pass through Inspection Fees as charged to City by third party contractors providing inspection services throughout the City.

11.3 Impact Fees. The Development shall be exempt from water, wastewater and roadway impact fees imposed by the City pursuant to Chapter 395 of the Texas Local Government Code, as amended, or other utility or roadway infrastructure capital recovery fees.

11.4 Tree Mitigation. No tree mitigation, or payments in lieu of tree mitigation, shall be required for the Development.

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 BY THE CITY 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.

11.5 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 11.5 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11.6 Inspections and Permitting. The City, or Mustang, as applicable, 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. The Developer shall pay fees in accordance with City's ordinances and similar to other like developments. The City, and/or Mustang's inspections, as applicable, 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 a required two-year maintenance bond that the Developer shall provide for all Authorized Improvements, except the Water and Wastewater Authorized Improvements. Except as otherwise provided in this Agreement, if the City finds that

such improvements have been completed in accordance with the Final Plats and specifications approved by the City, including any modifications thereof approved by the City, and in accordance with all other applicable laws and City Regulations, the City shall accept the same, whereupon ownership of such improvements shall be transferred to the City and be operated and maintained by the City 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.

11.7 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.

11.8 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 Developer's 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, the date upon which the TIRZ is dissolved or terminates, or termination pursuant to an Event of Default, whichever comes first (the "Initial Term"). Provided, however, that to the extent PID Bonds have been issued for the PID, the use of the City Tax Increment to subsidize Assessments shall continue, as set forth in the applicable SAP, until such PID Bonds are discharged or the TIRZ has expired.

ARTICLE XIII **EVENTS OF DEFAULT; REMEDIES**

13.1 Events of Default. Each of the following shall be 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 City

shall be entitled to issue a stop work order for the Property, and 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 or for some other term for which this Agreement provides a cure period that relates to a specific failure to perform), and shall not cure such failure in accordance with Section 13.2 after Notice thereof is given by the City to the Developer;

(c) The Developer files or causes to be filed a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

(d) The Developer consents to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;

(e) 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;

(f) 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

(g) 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 the time period set forth herein for the specific failure to perform. In all other instances of default where a time period for the specific failure to perform has not been provided, the defaulting Party shall be provided 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 sixty (60) days after written Notice of the alleged failure has been given. Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the Notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. 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, 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, THE REIMBURSEMENT AGREEMENT, OR THE TIRZ AGREEMENT.

13.4 Issuance of Bonds by Third-Party Issuer. Provided the Developer is not in default under this Agreement, in the event that the City fails to (i) levy Assessments for a particular phase of the Project within (6) months of the City's receipt of the Developer's written request, or (ii) issue PID Bonds secured by said Assessments within ninety (90) days after the date of the levy of said Assessments, which failure by the City is a result of any act or omission of the City, including without limitation the City's refusal to issue such PID Bonds, the Developer may assign its reimbursement rights under a Reimbursement Agreement to a third-party issuer to facilitate the issuance of bonds to finance the applicable public improvements for said phase of the Project for which the applicable Assessments have been levied. In the event that the Developer utilizes a third-party issuer to issue bonds secured by the Developer's rights under a Reimbursement Agreement, the Developer shall pay or reimburse the City for the costs incurred by the City from the reasonable fees of the City's financial advisor, bond counsel, Administrator, and City Attorney (which costs shall be evidenced by an invoice reflecting the hourly charges and the work performed, exclusive of attorney-client confidential information which may be redacted) charged in connection with the levy of the applicable Assessments. Notwithstanding the foregoing, the City will not participate in any third-party financing that requires the City to enter into a continuing disclosure obligation.

ARTICLE XIV **ASSIGNMENT AND ENCUMBRANCE**

14.1 Assignment of Agreement. 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") without City consent, but with written notice to City, which shall be provided no later than five (5) days following the effective date of such assignment.

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 written 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 shall provide a copy of such records to the City within ten (10) days of the effective date of the assignment. This obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement. 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 or enter into any agreements with respect to any assignment by Developer.

Any receivables due under this Agreement, any construction funding agreement, the 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 or earnest money deposited by a homebuilder in the Development, 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 providing financing to the Developer 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. Each assignment shall be in writing executed by the Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment by Developer shall release 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, and such release shall not be unreasonably withheld. 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. Developer shall maintain written records of all assignments made by Developer to Assignee, including a copy of each executed assignment and the Assignee's notice information as required by this Agreement, and, upon written request from the City, 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 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, but solely to the extent of said ownership or ownership interest. From and after such assignment, if Developer is not in breach of any of its obligations under this Agreement for the Phase being assigned by Developer, 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 after the effective date of the assignment. Notwithstanding the foregoing, an assignment shall not relieve Developer of its obligation to cure a breach of this Agreement that arose prior to the effective date of Developer's assignment.

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 - Property. 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. Upon Developer's consummation of each applicable Closing, this Agreement shall bind and constitute a covenant running with the Coffey Property and/or Mahard Property, as applicable. 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, as needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, and upon the payment of a \$100.00 fee to the City, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, based upon its reasonable knowledge and belief, , identifying any obligations of a Developer under this Agreement that are in default. No other representation in the estoppel shall be made by the City.

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: Graham Maxey
MM Covey Creek 165, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

With a copy to: Attn: Travis Boghetich
Boghetich Law, PLLC
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 of the Property
Exhibit A-1	Metes and Bounds Description of the Mahard Property
Exhibit B	Authorized Improvements and Estimated Costs
Exhibit B-1	Roadway Authorized Improvements
Exhibit C	Concept Plan
Exhibit C-1	Screening Plan
Exhibit D	Development Regulations
Exhibit E	Home Buyer Disclosure Program
Exhibit F	Landowner Agreement
Exhibit G	Certification for Payment Form

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. Provided, the Parties acknowledge and agree that this Agreement may be amended from time to time with respect to less than all of the Property upon written agreement and inclusion of all necessary Developer(s) and third parties with legal authority over the affected portion of the Property. Any amendment, modification, waiver, or supplement affecting only a specific tract, parcel, phase, or portion of the Property, or the rights and obligations relating thereto, shall require execution only by the City and the Developer or other owner of the affected tract, parcel, phase, or portion of the Property, and shall not require the consent, approval, or execution of any other owner or Party whose property or rights are not affected by such amendment. Any such partial

amendment shall be binding only upon the applicable portion of the Property and the Parties executing the same.

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.

16.23 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.

16.24 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.

16.25 No Acceleration. All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

16.26 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any choice of law rules; and venue for any action concerning this Agreement and the Reimbursement Agreement shall be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

16.27 Standing Letter. If requested by the Texas Attorney General, the Developer will file a standing letter addressing the representations made in Section 15.21 of this Agreement in a form acceptable to the Texas Attorney General.

[Signatures to Follow]

Executed by the Developer, the District and the City to be effective on the Effective Date.

ATTEST:

CITY OF AUBREY, TEXAS

Name: Jenny Hicks
Title: City Secretary

By: _____
Name: Chris Rich
Title: Mayor

Date: _____

APPROVED AS TO FORM

Patricia A. Adams, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2026 by Chris Rich, Mayor of the City of Aubrey, Texas, a home rule municipality, on behalf of such home rule municipality.

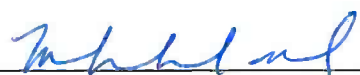
Notary Public, State of Texas

DEVELOPER:

MM Covey Creek 165, LLC,
a Texas limited liability company

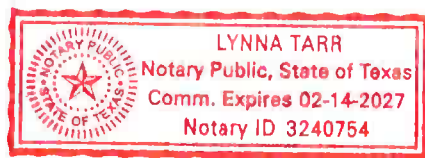
By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: 
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 8 day of June, 2026 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Covey Creek 165, LLC, a Texas limited liability company on behalf of said company.




Notary Public, State of Texas

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE COFFEY PROPERTY

BEING all of those tracts of land situated in the Frederick H. Pollard Survey, Abstract Number 995, Denton County, Texas, and being described as Tract 1 and Tract 2 in deed to Lonesome Chimney Ranch LLC; Komodo LLC; and Taloco LLC (undivided 1/3 interest each) recorded in Instrument Number 2025-65247, of the Official Public Records of Denton County, Texas (O.P.R.D.C.T.) and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the northeast corner of said Tract 1, being the northwest corner of that tract of land described in deed to the City of Aubrey recorded in Instrument Number 2024-88010, O.P.R.D.C.T., and being in the south line of that tract of land described as Tract 2 in deed to A1719, LLC (A1719 tract), as recorded in Instrument Number 2020-28892 O.P.R.D.C.T.;

THENCE South 01° 30' 00" West, with the west line of that tract of land described in deed to DOSTI Partners, LLC recorded in Instrument Number 2021-180838 O.P.R.D.C.T., a distance of 1473.53 feet to a 5/8-inch iron rod with plastic cap stamped "PLS INC" found at the southeast corner of said Tract 1, and being the northeast corner of that tract of land described by deed to MMM 2025 Family, LP as recorded in Instrument Number 2026-21154 O.P.R.D.C.T.;

THENCE North 87° 13' 30" West, a distance of 3500.19 feet to a mag nail found in the approximate centerline of Coffey Road (a publicly traversed roadway), in the south line of said Tract 1, being the northwest corner of said MMM 2025 Family, LP tract, and the northeast corner of that tract of land described by deed to Paula Marie Dwyer Living Trust et al, recorded in Instrument Number 2023-5237 O.P.R.D.C.T.;

THENCE with said approximate centerline of Coffey Road, the following courses and distances:

North 16° 37' 22" East, a distance of 765.57 feet to a mag nail found;

North 17° 28' 48" East, a distance of 757.03 feet to a mag nail found in the north line of said Tract 1, and the south line of said Tract 2;

North 06° 24' 20" East, a distance of 168.80 feet to a mag nail found;

North 01° 09' 53" East, a distance of 1031.95 feet to a mag nail found in the north line of said Tract 2, and the south line of said A1719 tract;

THENCE South 87° 38' 27" East, with the north line of said Tract 2, the south line of said A1719 tract, and generally along an existing barbed wire fence, a distance of 2012.30 feet to a fence corner post found at the northeast corner of said Tract 2;

THENCE South 00° 56' 19" West, generally along an existing barbed wire fence, a distance of 1216.80 feet to a 5/8-inch iron rod with plastic cap stamped "BCG 10194538" found at the southeast corner of said Tract 2;

THENCE South 87° 10' 50" East, a distance of 1059.08 feet to the **POINT OF BEGINNING**, and containing an area of 7,299,886 square feet, or 167.582 acres of land, more or less.

EXHIBIT A-1
METES AND BOUNDS DESCRIPTION OF THE MAHARD PROPERTY

BEING all of those tracts of land situated in the Frederick H. Pollard Survey, Abstract Number 995, Denton County, Texas described in deeds to MMM 2025 Family, LP recorded in Instrument Numbers 2026-21154 (MMM 2025 tract), and 2026-6762 ("MMM Tract 1" and "MMM Tract 2"), of the Official Public Records of Denton County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a mag nail found for the southwest corner of said MMM Tract 2, being in the approximate centerline of Coffey Road (a publicly traversed roadway), the northwest corner of that tract of land described in deed to Shermaubrey Properties, LP recorded in Instrument Number 2023-81863, O.P.R.D.C.T., the northeast corner of that tract of land described in deed to AubreyProsper Properties, LP recorded in Instrument Number 2024-62827 O.P.R.D.C.T., and the southeast corner of that tract of land described in deed to Paula Marie Dwyer Living Trust et al recorded in Instrument Number 2023-5237, O.P.R.D.C.T.;

THENCE North 19° 32' 05" East, with the east line of said Paula Marie Dwyer Living Trust et al tract, the west line of said MMM Tract 2, and said approximate centerline of Coffey Road, a distance of 147.45 feet to a mag nail found;

THENCE North 17° 30' 39" East, a distance of 169.45 feet to a mag nail found in the approximate centerline of Coffey Road, being the northwest corner of said MMM Tract 1, and the most westerly southwest corner of said MMM 2025 Family, LP tract;

THENCE North 15° 40' 23" East, a distance of 559.02 feet to a mag nail found in the approximate centerline of Coffey Road, being the northwest corner of said MMM 2025 Family, LP tract, the northeast corner of said Paula Marie Dwyer Living Trust et al tract, and being located in the south line of that tract of land described as Tract 1 in deed to Lonesome Chimney Ranch LLC et al recorded in Instrument Number 2025-65247, O.P.R.D.C.T.;

THENCE South 87° 13' 30" East, a distance of 3500.19 feet to a 5/8-inch iron rod with cap stamped "PLS INC" found at the northeast corner of said MMM 2025 Family, LP tract, the southeast corner of said Tract 1 in deed to Lonesome Chimney Ranch LLC et al, and being located in the west line of that tract of land described in deed to DOSTI Partners, LLC recorded in Instrument Number 2021-180838 O.P.R.D.C.T.;

THENCE South 01° 25' 45" West, a distance of 817.87 feet to a 5/8-inch iron rod found at the southeast corner of said MMM 2025 Family, LP tract, being the southwest corner of said Dosti

Partners, LLC tract, and being located in the north line of that tract of land described in deed to Rocky Freeman and Sarah Freeman recorded in Instrument Number 2010-43112 O.P.R.D.C.T.;

THENCE North 87° 47' 59" West, a distance of 2594.50 feet to a 5/8-inch iron rod with cap stamped "Traverse LS" found at the most southerly southwest corner of said MMM 2025 Family, LP tract, the southeast corner of said MMM Tract 1, and being located in the north line of that tract of land described as Tract 1 in deed to Islamic Center of Aubrey (Islamic Center tract) recorded in Instrument Number 2025-19955 O.P.R.D.C.T.;

THENCE South 88° 23' 27" West, a distance of 31.51 feet to a 5/8-inch iron rod with cap stamped "TNP" found in the south line of said MMM Tract 1, being the northwest corner of said Islamic center tract, and the northeast corner of said Shermaubrey Properties, LP tract;

THENCE North 87° 25' 40" West, a distance of 1104.02 feet to the **POINT OF BEGINNING**, and containing an area of 3,015,791 square feet, or 69.233 acres of land more or less

EXHIBIT B **AUTHORIZED IMPROVEMENTS AND ESTIMATED COSTS**

COMMUNITY NAME: Covey Tract Development		GROSS ACREAGE: 106.1	
PHASES: Full Development		NET ACREAGE: 96.5	
CITY OR TOWN: Aubrey, TX		TOTAL LOTS: 1,067	
		TOTAL DENSITY: 11.06	
		LANDPLAN: 22	
		CREATED BY: MVB	
		REVIEWED BY: KIC	
		CREATED: 10/06/15	
		REVISED: 05/20/16	
			
Direct Phase Costs		TOTALS	Phase 1 (South)
	Lot Count	1067	517
1 Grading Site Preparation	\$	2,667,832	\$ 1,352,209
2 Wet Utilities	\$	15,768,953	\$ 7,400,544
3 Street Improvements	\$	9,220,897	\$ 4,439,018
4 Construction Bonds	\$	309,200	\$ 45,200
5 Soft Costs	\$	4,118,474	\$ 2,124,109
6 Contingency 12%	\$	3,862,964	\$ 1,840,982
7 District Formation Costs	\$	1,950,000	\$ 1,000,000
Total	\$	79,004,331	\$ 38,782,161
Cost per Lot	\$	76,555	\$ 36,330
Major Improvements Costs		TOTALS	Phase 2 (North)
	Lot Count	1067	296
1 Grading Site Preparation	\$	107,138	\$ 117,919
2 Wet Utilities	\$	6,131,310	\$ 5,297,089
3 Street Improvements	\$	7,546,430	\$ 9,948,385
5 Monumentation	\$	280,000	\$ 120,000
6 Trails & Park Amenities	\$	285,000	\$ 220,000
7 Construction Bonds	\$	32,540	\$ 14,270
8 Soft Costs	\$	3,082,079	\$ 2,474,124
9 Turn Lane Improvements/Signal	\$	1,000,000	\$ -
10 Contingency 12%	\$	2,311,742	\$ 1,716,934
11 District Formation Costs	\$	350,000	\$ -
Total	\$	21,926,247	\$ 16,174,721
Cost per Lot	\$	20,569.44	\$ 14,897
Private Costs		TOTALS	Phase 3 (North)
	Lot Count	1067	254
1 Grading Site Preparation	\$	3,695,225	\$ 1,720,225
2 Screening/Landscaping Walls	\$	3,710,100	\$ 1,306,600
3 Ret Walls	\$	3,304,400	\$ 1,654,400
4 Dry Utilities	\$	1,340,000	\$ 658,000
5 Amenity Center	\$	2,050,000	\$ 2,050,000
4 Soft Costs	\$	1,104,619	\$ 511,077
5 Contingency 12%	\$	1,024,501	\$ 715,712
Total	\$	17,024,425	\$ 8,679,981
Cost per Lot	\$	15,960	\$ 13,577
TOTALS per lot	\$	77,960,012	\$ 42,176,433
	\$	73,065	\$ 22,511,982
40' Lots	178	267	141
50' Lots	541	250	157
Total lots	1067	517	296
THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY. BARRAZA CONSULTING GROUP, LLC, SHOULD PREPARE THE PROJECT DESIGN AND QUANTITIES TAKE-OFFS BEFORE FINANCIAL OBLIGATIONS ARE MADE.			

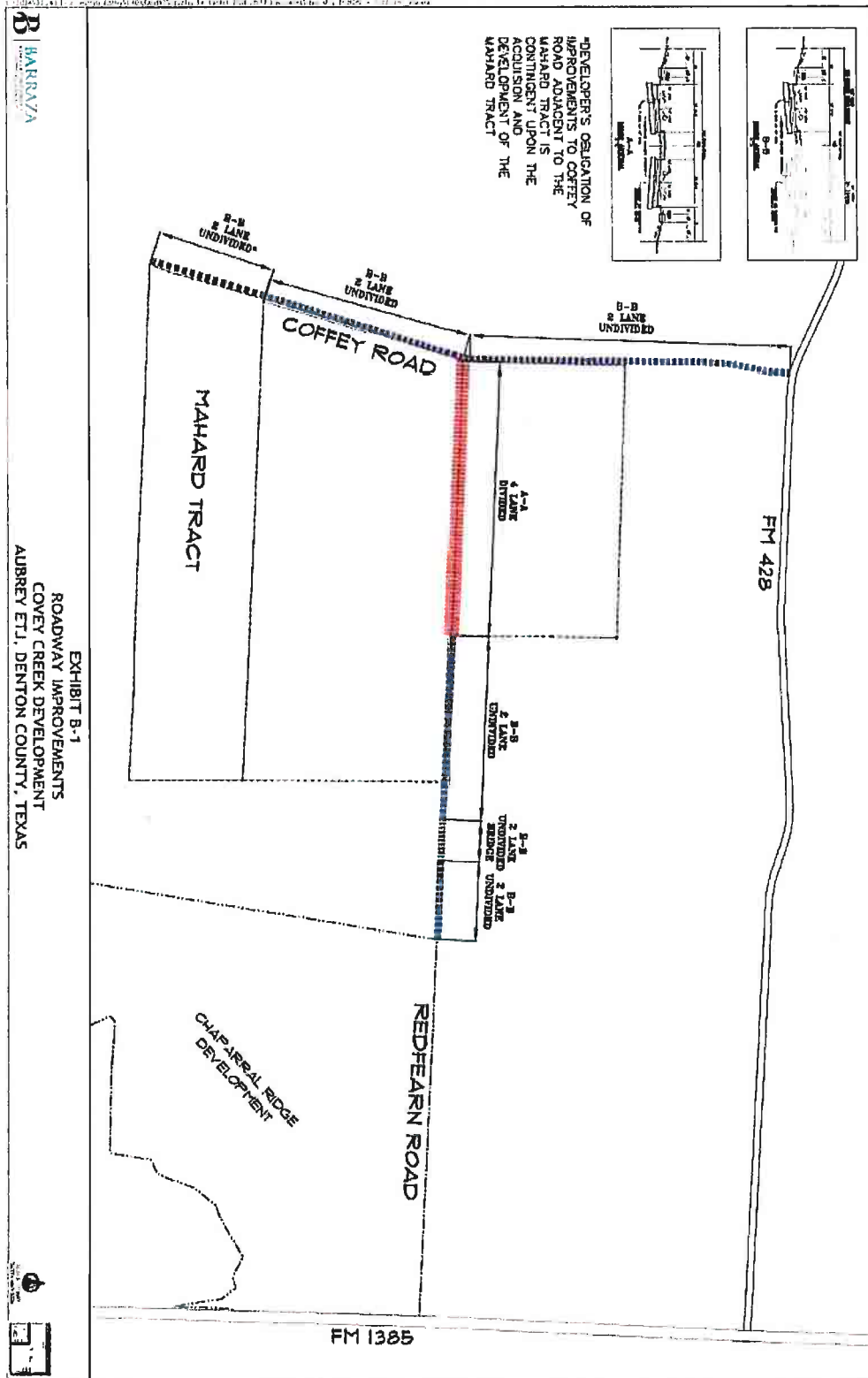
NOTES

* Development cost does not include: \$4,500/lot Development Fee, Mustang SID Impact Fee, City/District/County Fees, Bonds, & Penalties

* Development cost does not include: Rock Excavation

* Professional Fees do not include: SWPPP Administration and Environmental Studies

EXHIBIT B-1 **ROADWAY AUTHORIZED IMPROVEMENTS**



SCALE - 1000
0 50 100
400





EXHIBIT C-1 SCREENING PLAN

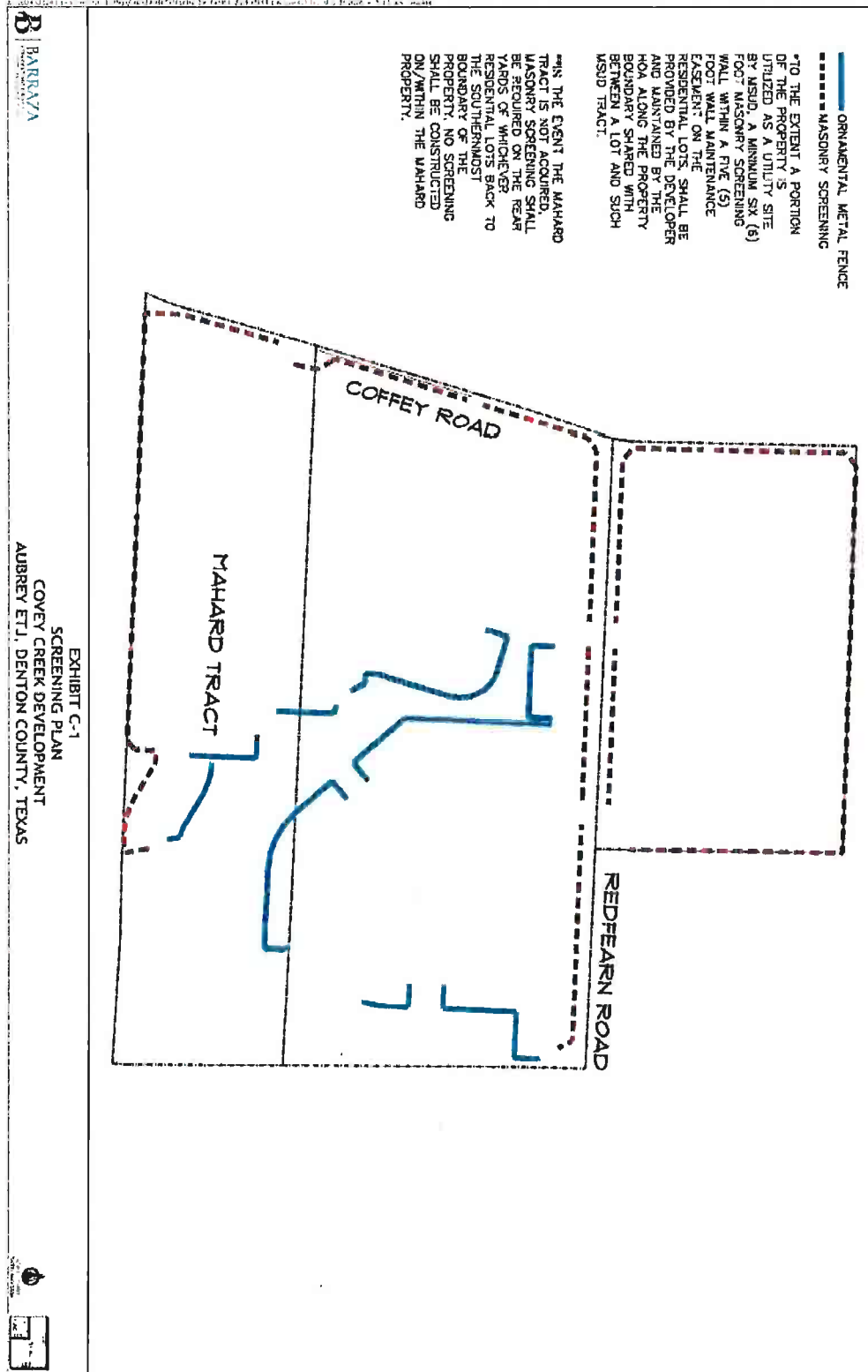


EXHIBIT D
DEVELOPMENT REGULATIONS

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 Covey Creek Development Agreement (the "Concept Plan") shall be 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 slightly higher density single-family housing district in the city. Development in 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:* Single-Family Type A shall comply with those uses listed for the SF75 district in the City of 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. Utility Sites
 3. Temporary sales offices
 4. Temporary construction offices
 5. Temporary asphalt batch plants
 6. Temporary concrete batch plants
 7. Temporary construction yards
 8. Temporary Concrete washouts (only when properly constructed and maintained)

- (C) *Concept Plan Modification:* Property shall be zoned as Planned Development, consistent with the Development Agreement. The developer shall have the right to modify the Concept Plan by City Manager approval so long as such modification a Minor Modification, as defined in the Development Agreement, and as otherwise outlined in the Development Agreement.

- (D) *Development Standards:*

Development Standards	Single-Family Type A
Maximum height (feet)	35 feet
Side yard setback (feet)	5 feet
Corner lot side yard setback (feet)	10 feet
Front yard setback (feet)	20 feet

Rear yard setback (feet)	15 feet
Minimum Lot Area (square feet)	4,600 square feet
Minimum lot width (feet)*	40 feet (maximum 50% of total lots) and 50 feet (minimum 50% of total lots)
Minimum lot depth (feet)	115 feet
Structure size – minimum dwelling area (square feet)	1,200 square feet for 40' lots and 1,400 square feet for 50' lots
Maximum lot coverage (%)	60%
Maximum number of residential lots	1,100 lots**
Minimum roof pitch	6:12, with the exception of accent roofs which may have a 4:12 pitch. Accent roofs shall be no more than 20% of the total roof area of a dwelling.
Residential lot widths backing an arterial or collector road (feet)*	50 feet
Residential lot widths abutting MSUD Tract (2-Acre Well Site) (feet)*	50 feet

***Minimum lot widths to be measured along the building line.**

**** Provided, in the event Developer, or affiliate or assignee of Developer, does not purchase the Mahard Property, the maximum number of residential units shall be reduced to 850.**

(E) Design Standards: Exterior walls of all buildings shall meet the following criteria:

- a. Minimum Exterior Construction Standards – At least 75% of the total outside wall areas of each residential primary structure, including the Amenity Center, shall be constructed of brick, stone, cultured stone, and/or cementitious materials such as Hardy Plank, and stucco (no EIFS) exclusive of windows and doors. 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. 100% masonry shall be required for the front wall areas and for homes located where facing, siding, or backing to collectors, major road, open spaces, and amenity centers, provided, siding can be used in limited quantities for upper gable areas that would create a “brick-on-wood” condition.
- b. Elevation Design – Each house elevation design regardless of color or material shall not be repeated on the lots most directly across the street, nor shall it be repeated on four lots in either direction on the same side of the street. Front elevations may use more than one type of masonry construction in a variety of patterns to vary the architectural appeal of the streetscape.
- c. Gutters – Gutter shall be provided.
- d. Porch Light – Decorative Porch Light shall be provided.
- e. Garages – Garages shall be a minimum of 400 square feet. All garage door panels shall include decorative features, including but not limited to window inserts, full-panel doors, accent hardware, wood or wood-like material, or a carriage-style

design, the type of decorative feature selected shall be at the builder's sole discretion. (no carports)

(F) Screening and Fencing:

- a. For single-family homes backing to Redfearn Road and Coffey 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 landscaped lot. Masonry columns of the masonry screening wall shall be constructed on a maximum spacing of 10 feet OC with a decorative/enhanced column minimum spacing of 100 feet, provided, such column requirements are only for screening along Coffey Road and Redfearn Road. Decorative columns may be designed, in Developer discretion, so that such decorative columns are located on lot lines to reduce disruption to the visual path of a homeowner's back yard. Planting requirements within the ten (10) foot HOA lot shall be:
 - i. At least one (1) large evergreen canopy tree – three-inch (3”) caliper, measured at twelve inches (12”) from the ground, shall be provided every fifty (50) linear feet.
 - ii. At least eight (8) shrubs provided every fifty (50) linear feet.
 - iii. Trees and shrubs may be grouped together or clustered to facilitate site design.
- b. A minimum of six (6) foot tall ornamental metal fence shall be provided by the developer or homebuilder, at developer's election, and maintained by the HOA along the property lines for homes backing to open space, ponds, parks, amenity center, and floodplain.
- c. A ten (10) foot wide lot or easement owned by the HOA or lot owner, as applicable, shall be provided by the developer and shall be maintained by the HOA along the southern property boundary with a minimum six (6) foot tall masonry screening wall, which screening wall will be permitted along the shared southern boundary of the adjacent residential lots and the ten (10) foot lot or easement, to function as the fence or wall for the lots adjacent to it to avoid having two fences or walls immediately adjacent. The screening wall shall be maintained by the HOA. Planting requirements within the ten (10) foot HOA landscaped lot or easement shall be:
 - i. At least one large evergreen canopy tree – three-inch (3”) caliper, measured at twelve inches (12”) from the ground, provided every 50 linear feet.
- d. A six (6) foot tall masonry screening wall within a five (5) foot wall maintenance easement shall be provided by the developer and maintained by the HOA along the northern and eastern boundary of phase of development north of Redfearn Road.
- e. All other fencing shall be wood board-on-board with top cap.
- f. Mustang Tract/Utility Sites – To the extent a portion of the property is utilized as a utility site by Mustang Special Utility District (“Mustang”), a minimum six (6)

foot tall masonry screening wall within a five (5) foot wall maintenance easement on the residential lots, shall be provided by the developer and maintained by the HOA along the property boundary shared between a lot and such Mustang Tract. Developer shall have the continuing right, in its sole discretion, to establish, designate, relocate, expand, modify, and grant additional utility sites, easements, and related utility facilities as required by such utility provider(s), and as Developer deems necessary or appropriate for the development of the Property, including to the extent that such utility sites, easements, facilities, or expansions thereof are not currently depicted on the Concept Plan.

(G) Landscaping:

- a. Trees: A minimum of one (1) per dwelling – three-inch (3”) caliper trees shall be provided, measured twelve inches (12”) from the ground.
- b. Shrubs: A minimum of twelve (12) – five-gallon shrubs per dwelling shall be provided in the front yard.
- c. Retention Pond Landscaping: Retention pond shall be designed in a manner to be an amenity to the development by providing a gentle 6:1 slope (a partial stone retaining wall may be allowed), shall provide a three-inch (3”) canopy tree measured twelve-inches (12”) off the ground for each 50 linear feet of the perimeter (which may be clustered), benches and trash receptacles. Such ponds shall include aeration to ensure water quality.

SECTION 3 SUPPLEMENTARY DISTRICT REGULATIONS

- (A) Phasing:** Development shall be constructed in up to three phases, in Developer’s discretion, as delineated on the Concept Plan.
- (B) Signage:** Unless otherwise approved at platting, residential subdivision entrance sign should be placed in an area designated as an X-lot owned and maintained by the HOA and located within a median providing a divided entryway into the community. An encroachment agreement shall be required for signage located above the right-of-way. Residential subdivision monument sign shall be a maximum of 200 square feet with a base height of 12 inches and a maximum height of 12 feet. The monument shall be constructed of primarily masonry materials, but may include non-masonry supplemental materials in Developer’s discretion. Ground lighting where the light itself and supporting structure are not visible from public right-of-way is allowed. Provided, the City and Developer acknowledge that Developer may seek a variance from this requirement in accordance with the City of Aubrey Sign Regulations. A sign permit is required in accordance with the City of Aubrey Sign Regulations.
- (C) Property Owner’s or Homeowner’s Association:** Establishment of an 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.

- (D) *Parkland and Dedicated Property*: The developer shall designate a minimum of one (1) acre of open space (of which retention/detention/drainage facilities, dog park, open/green space and floodplain/floodway/WoUS can be included in the minimum) per every fifty (50) single family residential lots on the Property, which would be 22 acres of open space assuming the maximum lot count of 1,100 lots. Provided, in the event Developer, or affiliate or assignee of Developer, does not purchase the Mahard Property, the open space required would be proportionally reduced to accommodate the reduced lot count. (collectively, the "Dedicated Property"). There shall be no requirement that the Dedicated Property be contiguous. The Dedicated Property, or a portion thereof, shall be dedicated to the City, at the election of the City, which election shall occur prior to the date in which a preliminary plat is approved. In the event of such election the dedication shall occur through the recording of a final plat, otherwise such Dedicated Property will be owned by the HOA. The Dedicated Property shall be maintained by the HOA. The retention pond shall include a water feature, such feature shall be at Developer's discretion. Concrete trail shall be provided, with benches, and lighting, irrigation, and landscaping. The above requirements satisfy all parkland, open space, and dedication requirements for the development. Developer shall not be required to dedicate any additional parkland to the City or pay any park land dedication fees in lieu thereof.
- (E) *Development Fees*: Park Development fees of \$4,500.00 per lot shall be collected at the time of building permitting. Public safety capital recovery fees are set by ordinance and collected at the time of permitting. Public Infrastructure inspection fees are set by ordinance and are collected before filing of the final plat.
- (F) *Amenity Center*: Developer to provide an amenity center within the Covey Creek Development for its residents. The amenity center shall include at minimum: 10 parking spaces, bathrooms, soccer fields, swimming pool, and pickleball court, two play structures and a pavilion, to be constructed with the Phase north of Redfearn Road in accordance with the Development Agreement. In the event trends change, Developer may seek City Manager approval to substitute Amenity Center requirements.
- (G) *Dog Park*: A portion of the Dedicated Property shall be utilized as a dog park, to be constructed with the Phase north of Redfearn Road. The dog park shall be fenced with a minimum six (6) foot tall ornamental metal fence around the perimeter. It shall be a minimum of 5,000 square feet in area with a shade structure or natural shade. It shall include one pet waste station with a bag dispenser and waste receptable, and one water station with one water fountain and pet bowl.
- (H) *Tree mitigation*: No tree mitigation or fees in lieu of is required.
- (I) *Floodplain*: Floodplain and waterways will be left in their natural state as much as possible, in Developer's discretion.
- (J) *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.
- (K) *Water and Sewer*: Water and Sewer Service is provided by Mustang

- (L) *Impact Fees*: Water, sewer, and roadway fees do not apply. The water and sewer CCNs are held by Mustang.
- (M) *Aubrey ISD*: Development must initiate communications with the AISD. The platting application requires a copy of a letter previously sent to the appropriate Independent School District which contains information relative to the size (with respect to the anticipated number of homes and/or school-age children), location and timing of the proposed development, and which includes an invitation to express any desire they may have to obtain a future school site within any portion of the subject property.
- (N) *Third Part Easements, rights-of-way, or consents*: For all necessary easements, Developer will agree to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for construction of the Development. If, however, Developer is unable to obtain such easements within ninety (90) days of commencing efforts to obtain the needed easements the City will agree to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Developer shall be responsible for funding all reasonable fees related thereto. If the City chooses not to eminent domain, Developer shall no longer be responsible for such offsite improvements.

SECTION 4 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 Ordinance Chapter 10, Subdivision Regulations, 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 and in no case shall have more than 200 lots for each connection to an existing street. Median divided entries shall count as 2 entrances provided that the median extends into the subdivision for an unbroken length of at least 100 feet to an intersecting internal street which provides at least two routes to the interior of the subdivision.
- (C) *Visibility At Intersections*: On corner lots, nothing shall be erected, placed, planted, or allowed to grow in such a manner to interfere with traffic visibility across the corner. This visibility area shall be a triangle measured twenty (20) feet from the point of right-of-way line intersection. All objects on the ground in said triangle should not exceed two and one-half (2-1/2) feet in height unless required by a governmental or quasi-governmental entity, and vegetation should not droop to less than (10) feet from the ground.

- (D) *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.
- (E) *Street Lights:* Street light locations and installation shall be coordinated by the Subdivider with the power company and the City. Street lighting shall conform to the City of Aubrey Technical Construction Standards and Specifications (TCSS) and City of Aubrey Standard Construction Details. Lights shall be located at street intersections, at the end of cul-de-sacs, and at intervals no greater than four hundred (400) feet apart. Streetlights should be LED with a minimum wattage of 175 watt type fixtures on minor residential streets. All collector and arterial, or commercial streets shall have LED with a minimum wattage of 250 or 400 watts as directed, in writing, by the City. In some instances, the City may require greater wattage and a photometric study. 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.
- (F) *Standards and Specifications:* Development will be required to comply with all city codes of ordinances, the City of Aubrey Technical Construction Standards and Specifications (TCSS) Manual, and City of Aubrey Standard Construction Details (unless otherwise described in the Development Agreement).

EXHIBIT E
HOME BUYER DISCLOSURE AGREEMENT

The Developer or homebuilder for The Covey Creek Public Improvement District (the "PID") shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements and Chapter 5.014 of the Texas Property Code, as amended, and based on the final form of homebuyer disclosure attached to the Service and Assessment Plan:

1. Record notice of the PID in the appropriate land records for the Property, which shall be deemed satisfied upon the recording of the creation resolution.
2. Require homebuilders to attach the Recorded Creation Resolution establishing 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, upon request from the City, 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.
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 _____, a Texas limited liability company as the landowner (the "Landowner") who holds record title to all property located within The Covey Creek 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 _____, 2026, 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. 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 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 _____, 2026.

LANDOWNER:

[LANDOWNER SIGNATURE TO BE INCLUDED PRIOR TO EXECUTION]

STATE OF TEXAS §
COUNTY OF _____§

This instrument was acknowledged before me, on the ____ day of _____, 2026, by _____, as _____ of _____, on behalf of said limited liability company.

[S E A L]

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 Covey Creek Public Improvement District (the "District") by 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 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:

**[LANDOWNER SIGNATURE TO BE
INCLUDED PRIOR TO EXECUTION]**

STATE OF TEXAS §
COUNTY OF _____§

This instrument was acknowledged before me, on the ____ day of _____, 2026,
by _____, as _____ of _____, on behalf of said
limited liability company.

[S E A L]

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 2026 (The Covey Creek Public Improvement District Project)" (the "Bonds"). Unless otherwise defined, any capitalized terms used herein shall have the meaning ascribed to them in the Indenture. _____ (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 Covey Creek 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 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 Covey Creek 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, or Mustang Special Utility District, as applicable, 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), other than Water and Wastewater Authorized Improvements, which have been or will be inspected by Mustang, 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.

**[INSERT DEVELOPER SIGNATURE
BLOCK PRIOR TO EXECUTION]**

By: _____
Name: _____
Title: _____

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: _____



**City Council Meeting
Staff Report
June 25, 2026**

Agenda Item

Consider and take action on the final acceptance of Highpointe Ranch East Phase 1, Public Improvements.

Staff Contact

Dean Rylant, Public Works Director
drylant@aubreytx.gov

Summary

Highpointe Ranch East Phase 1 consists of 192 Residential Lots and 3 HOA lots with onsite concrete streets and drainage, water and wastewater utilities, streetlights, and signage. The following includes the actual assets:

<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	
6,750	LF	Paving	
1,133	LF	Sidewalk	
6,213	LF	Drainage Pipe	
18	Ea	Signs	
			Subtotal: \$2,863,869
7,930	LF	Water Main	
12	Ea	Fire Hydrants	
			Subtotal: \$874,278.50
9,558	LF	Sewer Main	
26	Ea	Sewer MH	
			Subtotal: \$1,166,774.50
			Total: \$4,904,922

All public improvements have been successfully completed. A final walk-through was conducted on May 13th and all final punch list items were completed on June XX, 2026.

The contractor has provided 2-year Maintenance Bonds and a Contractor's Affidavit of Final Payment and Release. As-built file has been received, and the city engineer has provided a letter of recommendation for acceptance.

Financial Summary

NA

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to (approve, deny or table) the acceptance.

 Traffic Impact Analysis**High Pointe Ranch Site**
Aubrey, Texas

November 25, 2024

Kimley-Horn and Associates, Inc.
Richardson, Texas

Project #063451861
Registered Firm F-928



Traffic Impact Analysis

**High Pointe Ranch Development
Aubrey, Texas**

Prepared by:

Kimley-Horn and Associates, Inc.
2600 N Central Expressway Suite 400
Richardson, TX 75080
Registered Firm F-928

11-25-2024

Contact:

Iman M. Rahim, P.E.
214-617-0535

Revised Submittal: November 25, 2024



Iman M. Rahim

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EXECUTIVE SUMMARY

November 2024 Note

This report has been updated to address TIA Review comments dated August 7, 2023. A comment response form is included in the **Appendix**.

The proposed High Pointe Ranch development is located between E Blackjack Road and Spring Hill Road along the eastern side of Highway 377 in Aubrey, Texas. The development, as proposed, includes 1,452 single-family residential units and 345,000 SF of retail use. The residential units are divided into High Pointe East and High Pointe West. Construction for the east and west sides will be constructed in phases, three phases for the eastern units and five phases for the western units. The residential development phases are as follows:

- Phase 1A West: 225 single-family residential homes
- Phase 1B West: 184 single-family residential homes
- Phase 2 West: 225 single-family residential homes
- Phase 3 West: 152 single-family residential homes
- Phase 4 West: 172 single-family residential homes
- Phase 5 West: 71 single-family residential homes
- Phase 1 East: 192 single-family residential homes
- Phase 2 East: 114 single-family residential homes
- Phase 3 East: 117 single-family residential homes

Note: Phase 1C West includes thirteen units on the attached phasing plan. These thirteen units are included in the Phase 2 West and Phase 3 West unit counts.

For purposes of this study, the development was analyzed in three scenarios. The three analysis scenarios and its associated development phases are as follows:

- 2025 Scenario: Phase 1A West & Phase 1B West
- 2026 Scenario: Phase 1A West through Phase 3 West, Phase 1 East, Retail
- 2028 Full Buildout Scenario: Phase 1A West through Phase 5 West, Phase 1 East through Phase 3 East, Retail

Traffic operations were analyzed at the study intersections for existing volumes, 2025, 2026, and 2028 background traffic volumes, and 2025, 2026, and 2028 background plus site-generated traffic volumes. Conditions were analyzed for the weekday AM and PM peak hours.

The background traffic conditions included existing traffic with compound growth rates, plus explicit modeling of the following development in the vicinity:

- Keenland site, a development consisting of 279 single-family homes. The site is located on the north side of FM 423, west of FM 2931 and is expected to be built out by 2025.

The following existing intersections were selected to be part of this study:

- Spring Hill Road at Highway 377
- Spring Hill Road at Neubauer Ranch Road
- Highway 377 at De Moya Lane
- Highway 377 at Blackjack Road

The analysis also included the following driveways having access in and out of the site:

- Access A, which is a full-access driveway to Spring Hill Road and is already constructed to serve Phase 1A of the development.
- Access B, which is a full-access driveway to Spring Hill Road, is opposite Neubauer Ranch Road, and is already constructed to serve Phase 1A of the development.
- Access C, which is a full-access driveway to Highway 377 and will be constructed with Phase 1B of the development (2025).
- Access D, which is a full-access driveway to Blackjack Road and will be constructed with Phase 1 East of the development (2026).
- Access E, which is a full-access driveway to Blackjack Road and will be constructed with Phase 1 East of the development (2026).
- Access F, which is a full-access driveway to Blackjack Road and will be constructed with Phase 2 of the development (2026).
- Access G, which is a full-access driveway to Highway 377, is opposite De Mayo Road, and will be constructed with the SW Retail development (2026).
- Access H, which is a full-access driveway to Spring Hill Road and will be constructed with the SW Retail development (2026).

The High Pointe Ranch development is expected to generate approximately 1,033 new weekday AM peak hour one-way vehicle trips and 1,396 new weekday PM peak hour one-way vehicle trips at buildout. The distribution of the site-generated traffic volumes onto the street system was based on the surrounding roadway network, existing traffic patterns, and the project's proposed access locations.

Based on the analysis presented in this report, the proposed High Pointe Ranch development can be successfully incorporated into the surrounding roadway network given the following recommendations are implemented. Two major roadway construction projects in the project vicinity, the Collin County Outer Loop and TxDOT Highway 377 Expansion project, are planned and will help alleviate some of the regional traffic congestion. However, due to unknown timeline of Collin County Outer Loop, the improvement from the project is not modeled. Highway 377 is planned for widening to a six-lane divided roadway with construction to begin in 2027. The Highway 377 widening is reflected in the 2028 background and buildout scenarios. Southbound left-turn lanes to the proposed site access points along Highway 377 will be constructed with TxDOT's widening project. Stop-controlled approaches along Highway 377 and the driveways serving the SW retail parcel are expected to operate with heavy delay. Analysis of Highway 377 and Blackjack Road showed that this intersection will meet warrants for signalization by 2028

with the High Pointe Ranch site traffic. This intersection is expected to be utilized by regional traffic and signalization should be considered by the City to help alleviate regional delay.

The following improvements to the external roadway network are the responsibility of the developer and recommended for the site:

Year 2025:

- Construct an eastbound left-turn lane from Spring Hill Road to serve Access A.
- Construct an eastbound left-turn lane from Spring Hill Road to serve Access B.
- Construct Access C with one inbound lane and two outbound lanes.

Year 2026:

- Construct an eastbound left-turn lane from Spring Hill Road to serve Access H.
- Construct a westbound right-turn lane from Spring Hill Road to serve Access H.
- Construct Access G with one inbound lane and two outbound lanes.
- Construct Access H with one inbound lane and two outbound lanes.
- Stripe the shoulder to serve as a northbound right-turn lane on Highway 377 at Access C and Access G.

Year 2028:

- Construct an eastbound right-turn lane from Blackjack Road to Access D.
- Construct an eastbound right-turn lane from Blackjack Road to Access E.
- Construct an eastbound right-turn lane from Blackjack Road to Access F.

The following improvements to the external roadway network are recommended for the site by Year 2028. They should be considered at a regional level and are not the responsibility of the developer:

- Install a signal US 377 at Blackjack Road

The following improvements should be built by 2028 and constructed by TxDOT with its Highway 377 widening project:

- Construct a northbound right-turn lane from Highway 377 to serve Access C.
- Construct a southbound left-turn lane from Highway 377 to service Access C.
- Construct a northbound right-turn lane from Highway 377 to serve Access G.
- Construct a southbound left-turn lane from Highway 377 to service Access G.

I. INTRODUCTION

A. Purpose

Kimley-Horn was retained to conduct a Traffic Impact Analysis (TIA) of future traffic conditions associated with the development of the High Pointe Ranch site located between Spring Hill Road and East Blackjack Road along the eastern side of US Highway 377. A site vicinity map is provided as **Exhibit 1**. **Exhibit 2** shows the proposed conceptual site plan. This study is intended to identify traffic generation characteristics, identify potential traffic related impacts on the local street system, and to develop mitigation measures required for identified impacts.

B. Methodology

Traffic operations were analyzed at the study intersections for AM and PM peak hours for the following scenarios:

- 2022 existing traffic
- 2025 background traffic
- 2025 Scenario
 - Phase 1A West
 - Phase 1B West
- 2026 background traffic
- 2026 Scenario
 - Phase 1A West through Phase 3 West
 - Phase 1 East
 - 345,000 SF Retail
- 2028 background traffic
- 2028 Buildout
 - Phase 1A West through Phase 5 West
 - Phase 1 East through Phase 3 East
 - 345,000 SF Retail

The capacity analyses were conducted using the *Synchro*[™] software package and its associated *Intersection* reports for signalized intersections and *Highway Capacity Manual* reports for unsignalized intersections.

C. Roadway Characteristics

The following signalized intersection was evaluated as part of this study:

- Spring Hill Road at Highway 377

The following unsignalized intersections were evaluated as part of this study:

- Spring Hill Road at Neubauer Ranch Road
- Highway 377 at De Moya Lane
- Highway 377 at Blackjack Road

The major study area roadways are described below.

Highway 377

- Road Size: 2 Lanes, Undivided
- Posted Speed Limit: 55 MPH
- City of Aubrey Thoroughfare Classification: Principal Arterial

Spring Hill Road

- Road Size: 2-Lanes, Undivided
- Posted Speed Limit: 45 MPH west of Neubauer Ranch Road, 55 MPH east of Neubauer Ranch Road
- City of Aubrey Thoroughfare Classification: Major Arterial

Blackjack Road

- Road Size: 2-Lanes, Undivided
- Posted Speed Limit: 45 MPH
- City of Aubrey Thoroughfare Classification: Major Collector

De Moya Lane

- Road Size: 2-Lanes, Undivided
- Posted Speed Limit: 20 MPH
- City of Aubrey Thoroughfare Classification: Unclassified

Exhibit 3 illustrates the intersection geometry prior to Highway 377 widening used for the traffic analysis through 2026 buildout. **Exhibit 4** illustrates the intersection geometry after the Highway 377 widening used for the traffic analysis in 2028.

D. Existing Study Area

The property is located within the City of Aubrey. Since the original TIA was submitted, Access A and Access B have already been constructed. The development has been approved to begin initial phases of construction.

E. Proposed Site Improvements

The development, as proposed, includes 1,452 single-family residential units to be built in five phases and 345,000 SF of retail use. The residential units are divided into High Pointe East and High Pointe West. Construction for the east and west sides will be constructed in phases, three phases for the eastern units and five phases for the western units. The residential phases are as follows:

- Phase 1A West: 225 single-family residential homes
- Phase 1B West: 184 single-family residential homes
- Phase 2 West: 225 single-family residential homes
- Phase 3 West: 152 single-family residential homes
- Phase 4 West: 172 single-family residential homes
- Phase 5 West: 71 single-family residential homes

- Phase 1 East: 192 single-family residential homes
- Phase 2 East: 114 single-family residential homes
- Phase 3 East: 117 single-family residential homes

Note: Phase 1C West includes thirteen units on the attached phasing plan. These thirteen units are included in the Phase 2 West and Phase 3 West unit counts.

As shown in **Exhibit 3** (through 2026) and **Exhibit 4** (2028), the site has six proposed residential driveways and two proposed retail driveways. The driveways to be modeled in this analysis are as follows:

Access A – would be a new full-access driveway to Spring Hill Road located opposite an existing private driveway approximately 3,175 feet east of the Spring Hill Road/Highway 377 intersection. The driveway was modeled with one inbound and one outbound lane. Access A has been constructed.

Access B – would be a new full-access driveway to Spring Hill Road located opposite Neubauer Ranch Road. The driveway was modeled with one inbound and one outbound lane. Access B has been constructed.

Access C – would be a new full-access driveway to Highway 377 located opposite an existing private driveway approximately 1,670 feet south of the Highway 377/Blackjack Road intersection. The driveway was modeled with one inbound and two outbound lanes. Access C will be constructed with Phase 1B of development.

Access D – would be a new full-access driveway to Blackjack Road located approximately 4,530 feet east of the Highway 377/Blackjack Road intersection. The driveway was modeled with one inbound and one outbound lane. Access D will be constructed with Phase 1 East of development.

Access E – would be a new full-access driveway to Blackjack Road located approximately 3,300 feet east of the Highway 377/Blackjack Road intersection. The driveway was modeled with one inbound and one outbound lane. Access E will be constructed with Phase 1 East of development.

Access F – would be a new full-access driveway to Blackjack Road located approximately 1,635 feet east of the Highway 377/Blackjack Road intersection. The driveway was modeled with one inbound and one outbound lane. Access F will be constructed with Phase 2 of development.

Access G – would be a new full-access driveway to Highway 377 located opposite De Moya Lane. The driveway was modeled with one inbound and two outbound lanes. Access G will be constructed with the SW Retail development.

Access H – would be a new full-access driveway to Spring Hill Road located approximately 1,450 feet east of the Spring Hill Road/Highway 377 intersection. The driveway was modeled with one inbound and two outbound lanes. Access H will be constructed with the SW Retail development.

F. Future Study Area Projects

Two major roadway projects are planned near the project site. The Collin County Outer Loop project will run east/west from the Denton/Collin County line to the Rockwall/Collin County line going through the City of Aubrey. It is assumed part of the freeway will be located alongside the north portion of the site and replace the existing Blackjack Road. Construction and completion of this project is unknown and therefore, was not included in the analysis in this report.

TxDOT currently has plans for reconstruction and widening along US 377 from Pilot Point to Cross Roads (CSJ: 0081-06-040). As part of the project, Highway 377 adjacent to the site, will be improved to a six-lane roadway with a raised median. The project is expected to begin construction in 2027. As part of the Highway 377 construction, TxDOT will construct the southbound left-turn lanes on Highway 377 to Access C and Access G. **Exhibit 3** shows the intersection and lane geometry prior to US 377 widening and **Exhibit 4** shows the intersection and lane geometry with the US 377 widening complete.

G. Existing Traffic Volumes

Exhibit 5 shows the existing weekday AM and PM peak hour traffic volumes. 24-hour machine counts were collected near the site on Spring Hill Road and Highway 377 in 2022. The raw count sheets are provided in the **Appendix** of this report.

The 2022 24-hour counts showed the daily volume on the roadway link as follows:

- Spring Hill Road: 4,277 vehicles per day (vpd)
- Highway 377: 12,426 vpd

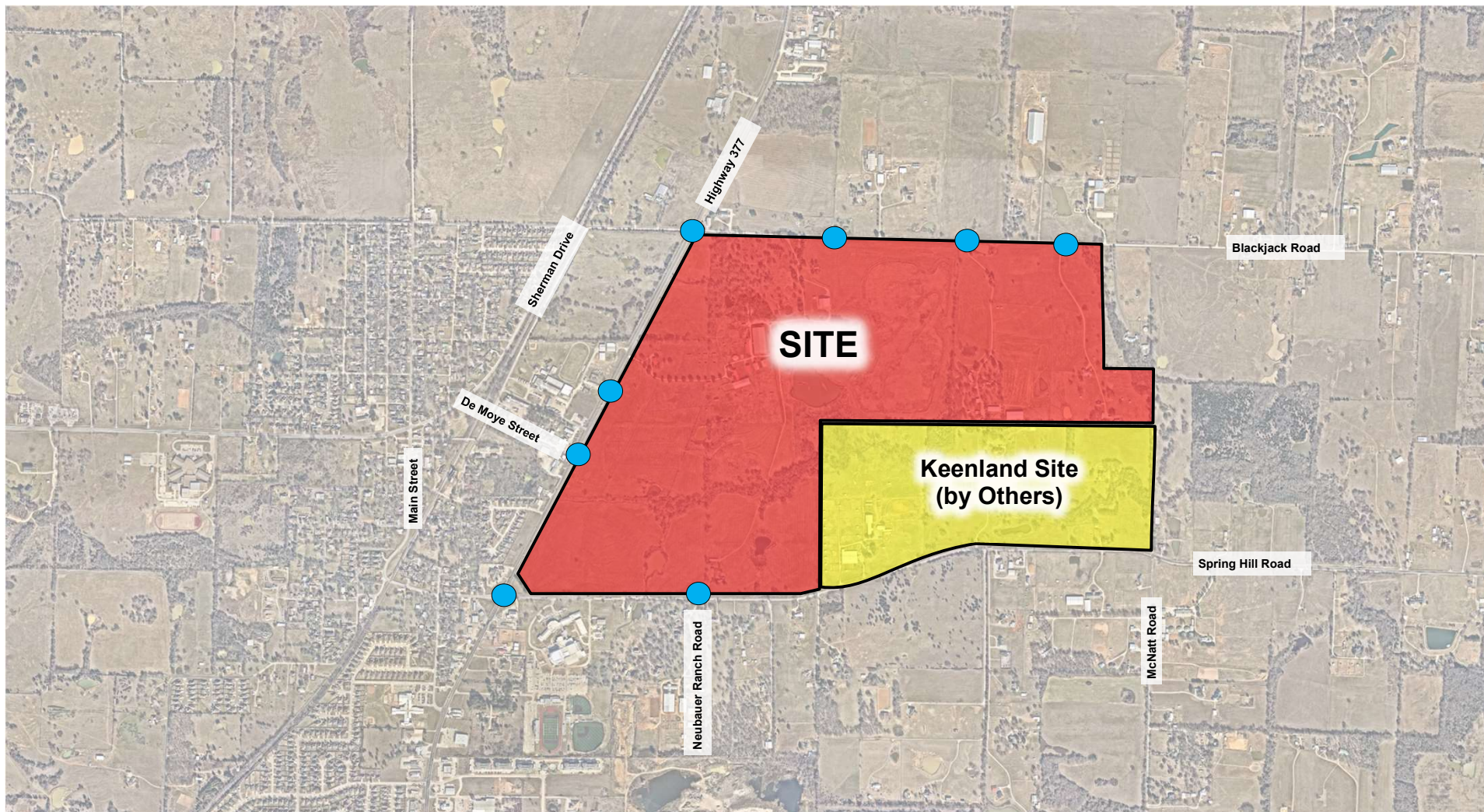


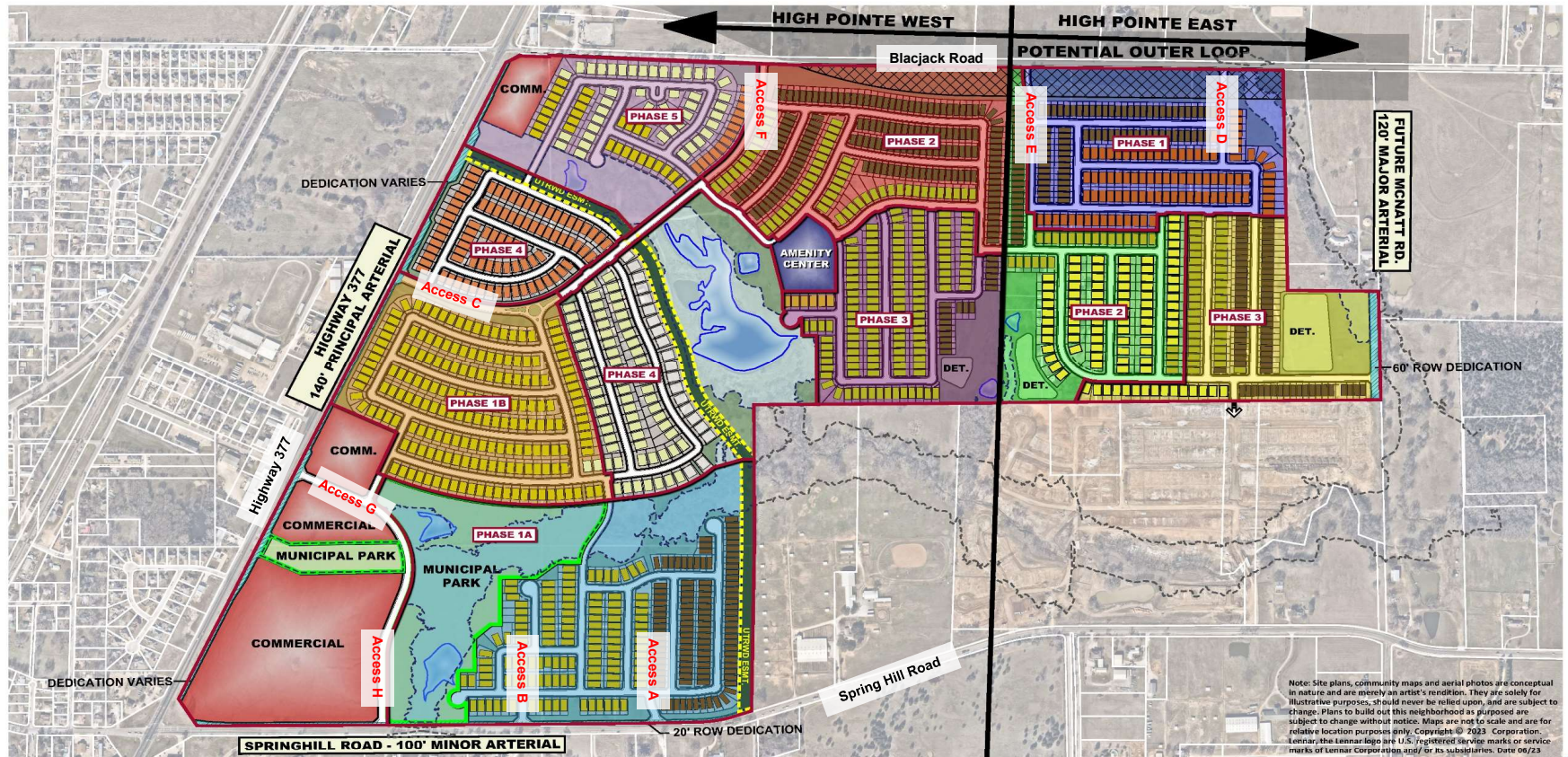
EXHIBIT 1

Vicinity Map
High Pointe Ranch - Aubrey, Texas

Kimley»Horn

LEGEND:
● = Study Intersection

North
↑
Not To Scale



High Pointe Ranch Phasing Plan

Aubrey Texas
May 2023

Land Use Acreage Summary

Residential Lots / Residential Rights of Way	287.2	62.3%
Commercial	35.5	8.6%
High of Way Description	9.3	2.4%
Open Space / Recreation / Detention	18.7	4.3%
Municipal Park	25.0	6.5%
Amenity Center	3.7	0.8%
Utility Corridor	8.3	1.9%
Total	466.8	100.0%

Potential Outer Loop (Overlaid)

Residential Type	Name	Pad Size	Lot Size	Phase 1 A West	Phase 1 B West	Phase 2 West	Phase 3 West	Phase 4 West	Phase 5 West	Phase 1 East	Phase 2 East	Phase 3 East	Total Lots
Cottage	30'x75'	40'x115'	106	-	-	149	18	-	-	74	24	73	444
Cottage	30'x75'	50'x120'	-	-	-	-	-	-	-	91	-	-	91
Watermill	35'x75'	50'x120'	119	-	-	57	182	-	-	-	25	44	377
Watermill	35'x75'	55'x130'	-	-	-	-	-	6	-	-	-	-	6
Watermill	35'x75'	60'x130'	-	-	-	-	-	-	-	-	77	15	92
Classic	40'x75'	50'x120'	-	-	-	-	-	86	13	-	-	-	99
Classic	40'x75'	55'x130'	-	182	-	-	-	-	28	-	-	-	210
Classic	40'x75'	65'x130'	-	2	-	-	-	66	43	-	-	-	111
Classic	40'x75'	75'x130'	-	-	-	-	-	20	-	-	-	-	20
Total Lots				225	184	206	156	172	84	165	126	232	1450



GRAPHIC SCALE IN FEET
0 50 100
1"=300' @ 22x34

Kimley»Horn

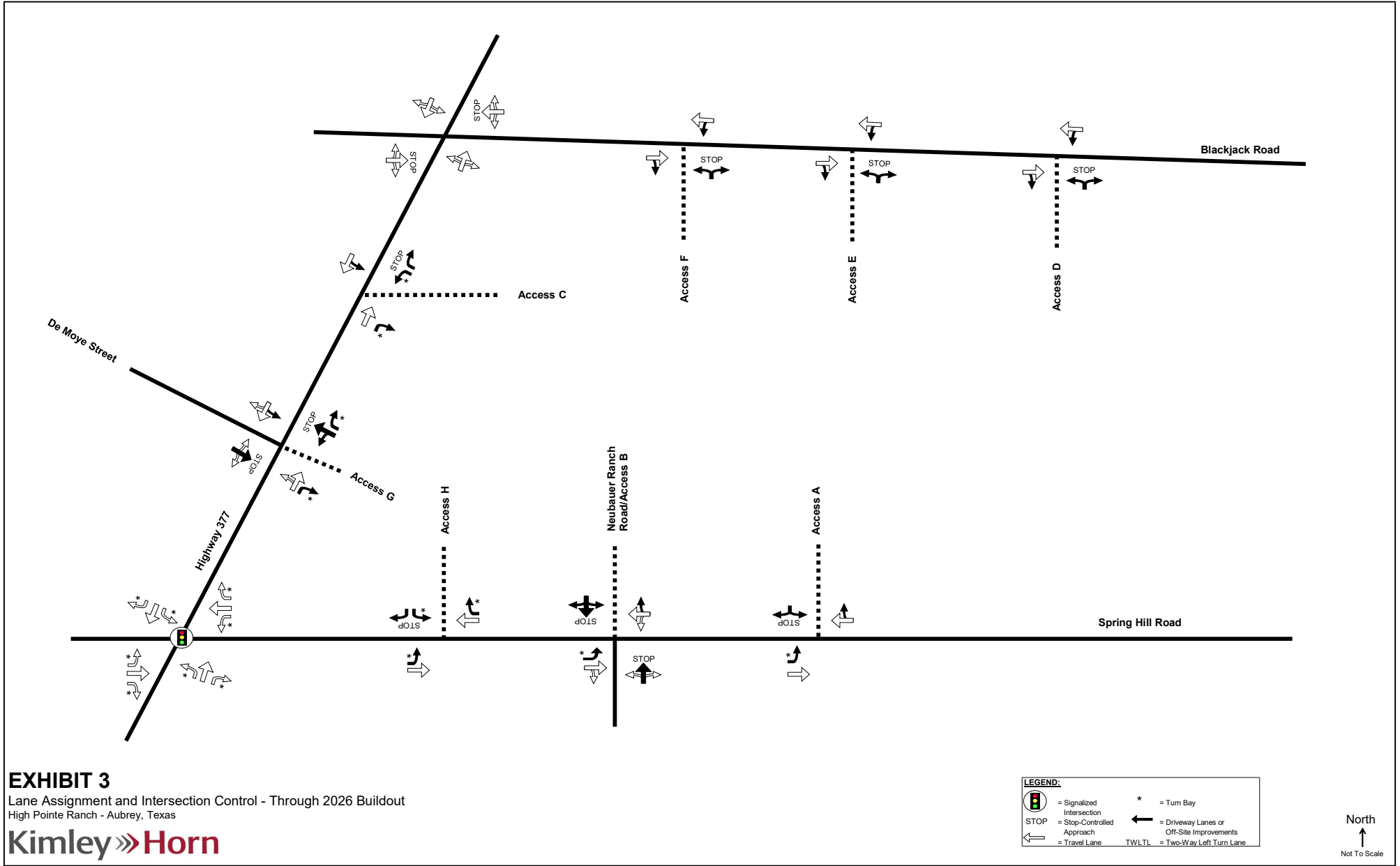
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Frisco, Texas 75034
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State of Texas Registration No. F-528

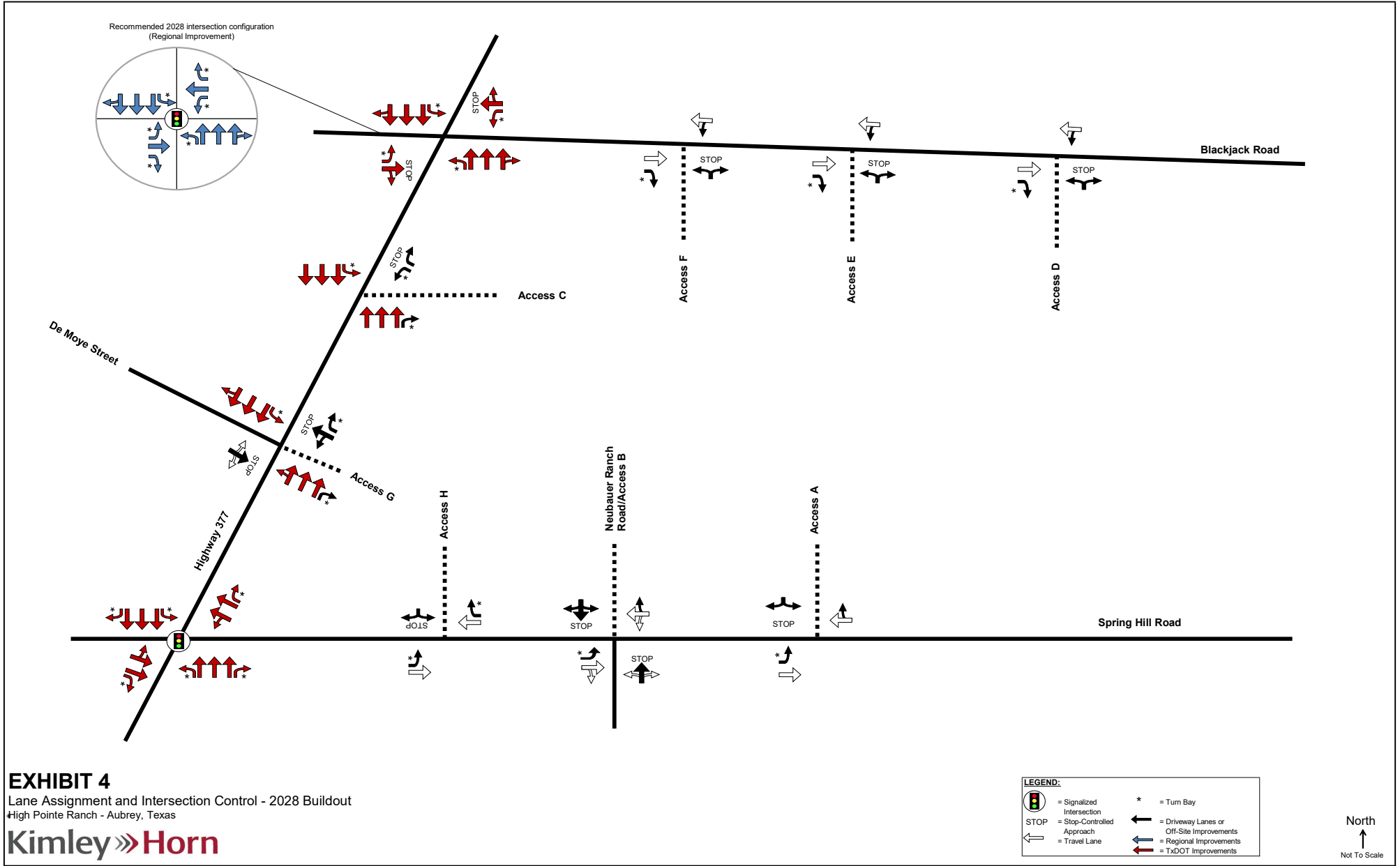
NOT TO SCALE. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A LEGAL DOCUMENT. THE QUALITY OF THIS MAP IS NOT GUARANTEED.

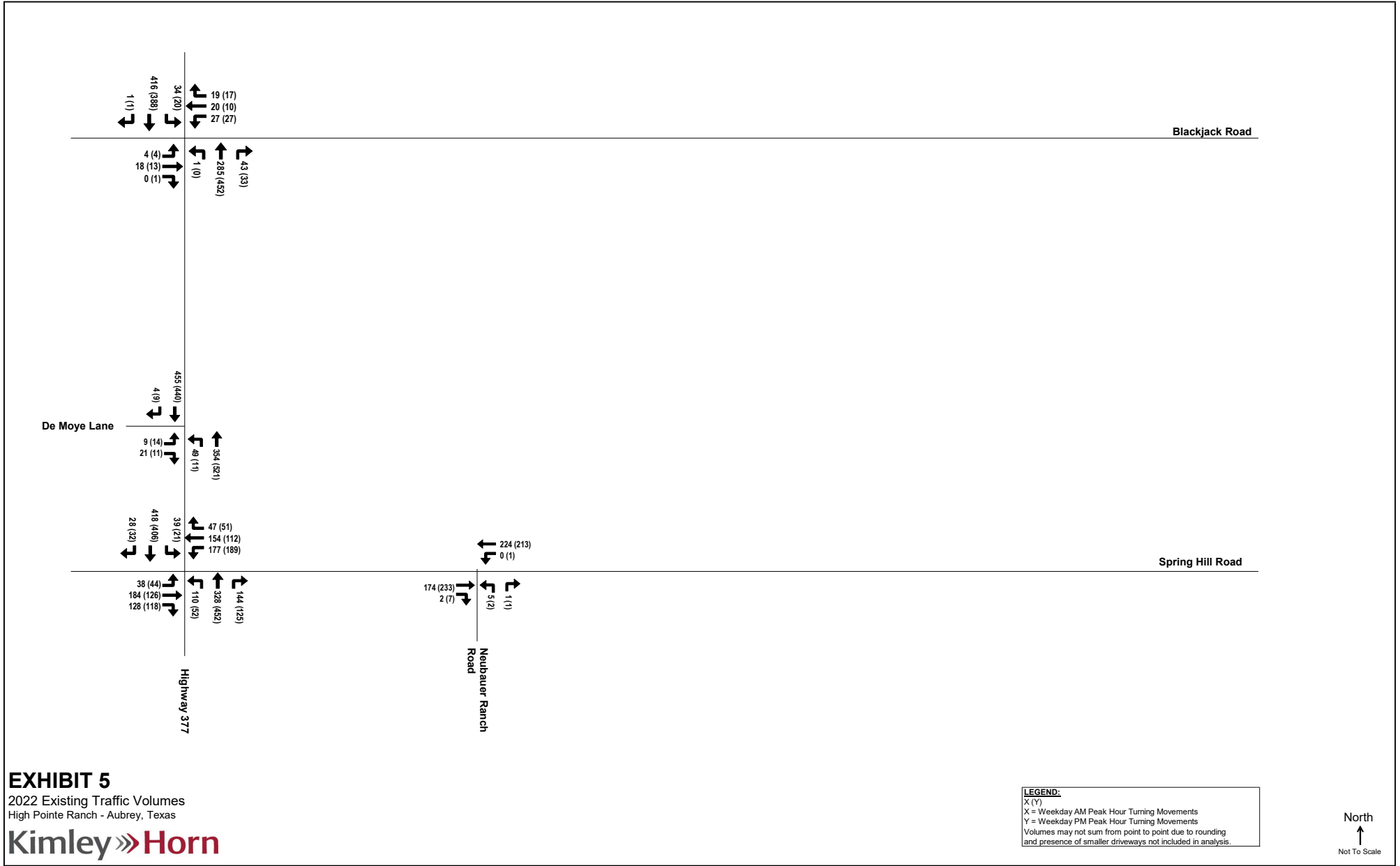
EXHIBIT 2

Conceptual Site Plan
High Pointe Ranch - Aubrey, Texas

Kimley»Horn







III. PROJECT TRAFFIC CHARACTERISTICS

A. Site-Generated Traffic

Site-generated traffic estimates are determined through a process known as trip generation. Rates and equations are applied to the proposed land use to estimate traffic generated by the development during a specific time interval. The acknowledged source for trip generation rates is the 11th edition of *Trip Generation Manual* published by the Institute of Transportation Engineers (ITE). ITE has established trip rates in nationwide studies of similar land uses. The trips indicated are actually one-way trips or *trip ends*, where one vehicle entering and exiting the site is counted as one inbound trip and one outbound trip.

For the retail parcels at the northwest and southwest corners of the site, a 0.2 floor to area ratio was used to determine the site size for trip generation.

No reductions were taken for pass-by trips, internal capture, or multimodal use.

Table 1 shows the resulting daily and weekday AM and PM peak hour trip generation for the proposed development, showing new external trips.

Table 1 – Trip Generation

Land Uses	Amount	Units	ITE Code	Daily One-Way Trips	AM Peak Hour One-Way Trips			PM Peak Hour One-Way Trips		
					IN	OUT	TOTAL	IN	OUT	TOTAL
Single Family Detached Housing (Phase 1A West)	225	DU	210	2,128	39	117	156	134	79	213
Single Family Detached Housing (Phase 1B West)	184	DU	210	1,768	33	97	130	111	65	176
2025 Scenario Total Vehicle Trips:				3,896	72	214	286	245	144	389
Single Family Detached Housing (Phase 2 West)	225	DU	210	2,128	39	117	156	134	79	213
Single Family Detached Housing (Phase 3 West)	152	DU	210	1,483	27	82	109	93	54	147
Single Family Detached Housing (Phase 1 East)	192	DU	210	1,839	34	101	135	115	68	183
Strip Retail Plaza (<40k) (NW Corner)	30,000	SF	822	1,634	43	28	71	85	85	170
Shopping Center (>150k) (SW Corner)	315,000	SF	820	14,088	198	121	319	619	670	1,289
2026 Scenario Total Vehicle Trips:				9,346	172	514	686	587	345	932
Single Family Detached Housing (Phase 4 West)	172	DU	210	1,662	31	91	122	104	61	165
Single Family Detached Housing (Phase 5 West)	71	DU	210	736	14	41	55	45	27	72
Single Family Detached Housing (Phase 2 East)	114	DU	210	1,138	21	63	84	71	41	112
Single Family Detached Housing (Phase 3 East)	117	DU	210	1,166	22	64	86	72	43	115
2028 Full Buildout Total Vehicle Trips:				14,048	260	773	1,033	879	517	1,396
Development Totals										
Total Net New External Vehicle Trips:				14,048	260	773	1,033	879	517	1,396

Trip Generation rates based on ITE's *Trip Generation Manual*, 11th Edition.

B. Trip Distribution and Assignment

The distribution of the site-generated traffic volumes in to and out of the site driveways and onto the street system was based on the area street system characteristics, existing traffic patterns, relative land use density, and the locations of the proposed driveway access to/from the site.

The corresponding inbound and outbound traffic assignment, where the directional distribution is applied using the most probable paths to and from the site, can be found for each individual Phase in the **Appendix. Exhibit 6** shows the resulting site-generated weekday AM and weekday PM peak hour turning movements after multiplying the new external trip generation by the respective traffic assignment percentages for the 2025 Scenario. **Exhibit 7** shows the resulting site-generated weekday AM and weekday PM peak hour turning movements after multiplying the new external trip generation by the respective traffic assignment percentages for the 2026 Scenario. **Exhibit 8** shows the resulting site-generated weekday AM and weekday PM peak hour turning movements after multiplying the new external trip generation by the respective trip assignment percentages for the 2028 Full Buildout Scenario.

C. Background Growth

The distribution and volumes for the Keenland development was obtained from the TIA submitted for the background site (Dated October 27, 2021). The volumes were explicitly modeled and added to the network in all three study scenarios.

To determine the growth rate, the existing traffic counts and historic counts near the site on Spring Hill Road and Highway 377 were compared to find expected growth trends within the study area.

Table 2 – Growth Rate Analysis

Year	24-Hr Vol. Spring Hill Road (east of Highway 377)	24-Hr Vol. Highway 377 (south of Spring Hill Road)
2011	3,571	-
2013	4,110	-
2014	4,230	8,983
2015	4,960	-
2016	4,077	-
2017	5,270	-
2018	4,803	-
2019	-	10,516
2021	5,065	-
2022	4,277	12,426
<i>Avg. Growth Rate</i>	2.0%	4.0%
Annual Growth Rate Used:		3.0%

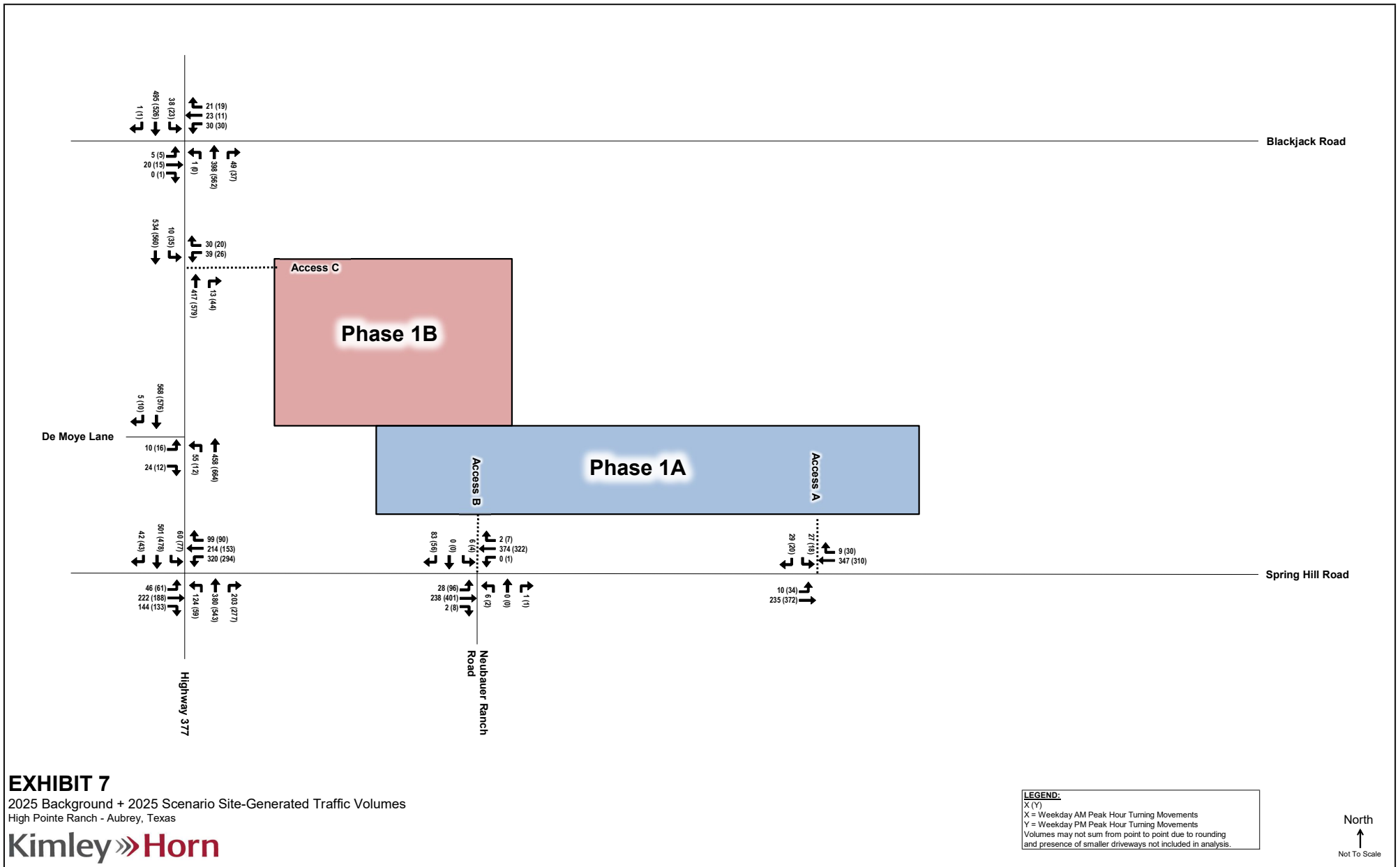
As seen in **Table 2**, the average growth rate on Spring Hill Road was calculated to be 2% over eleven years. Highway 377 had an average growth rate of 4% over three years. The average of the two growth rates, 3%, was applied annually to existing counts through the full buildout of the development in 2028. This is the same growth rate utilized in the Keenland TIA.

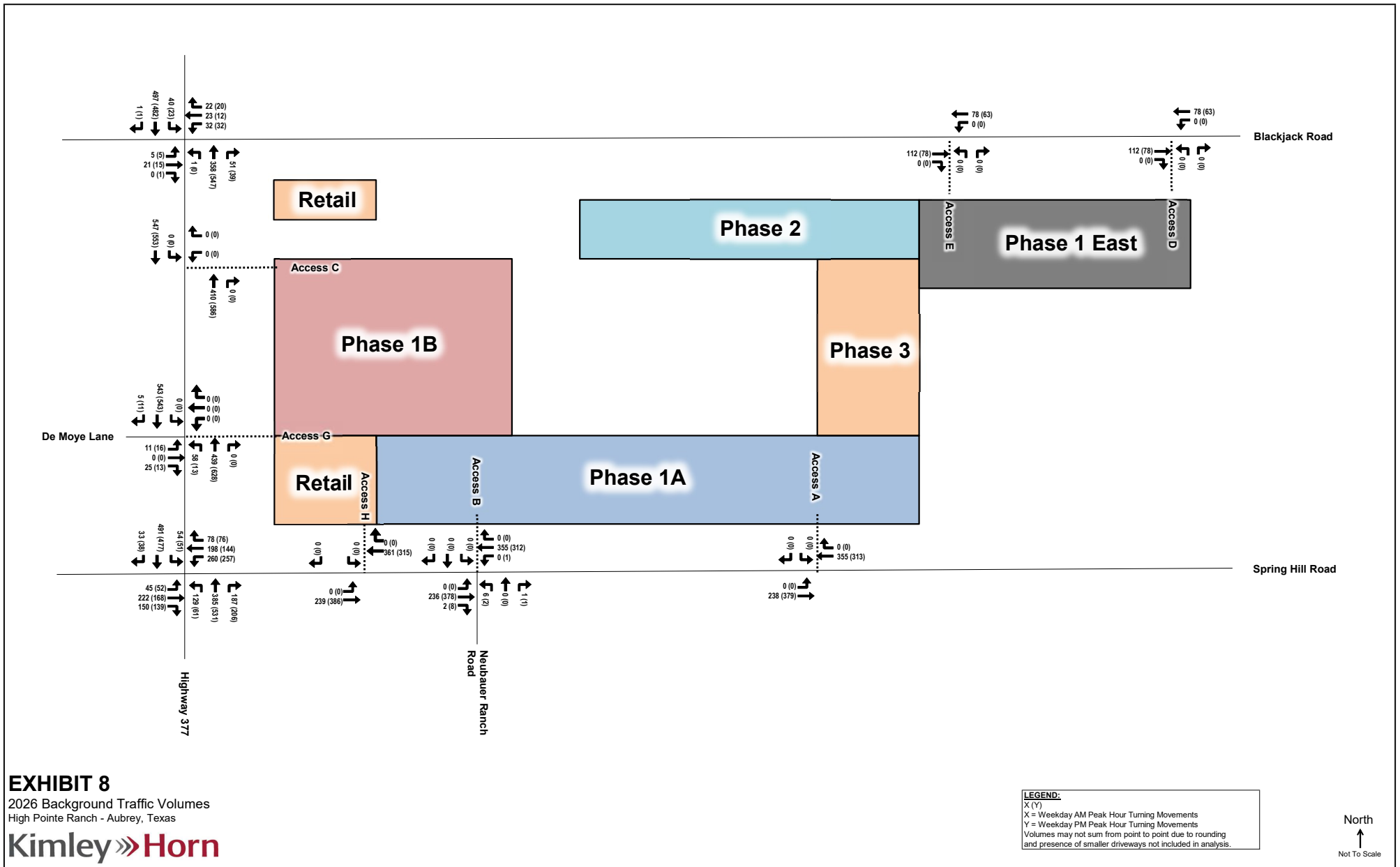
D. Development of Background Traffic

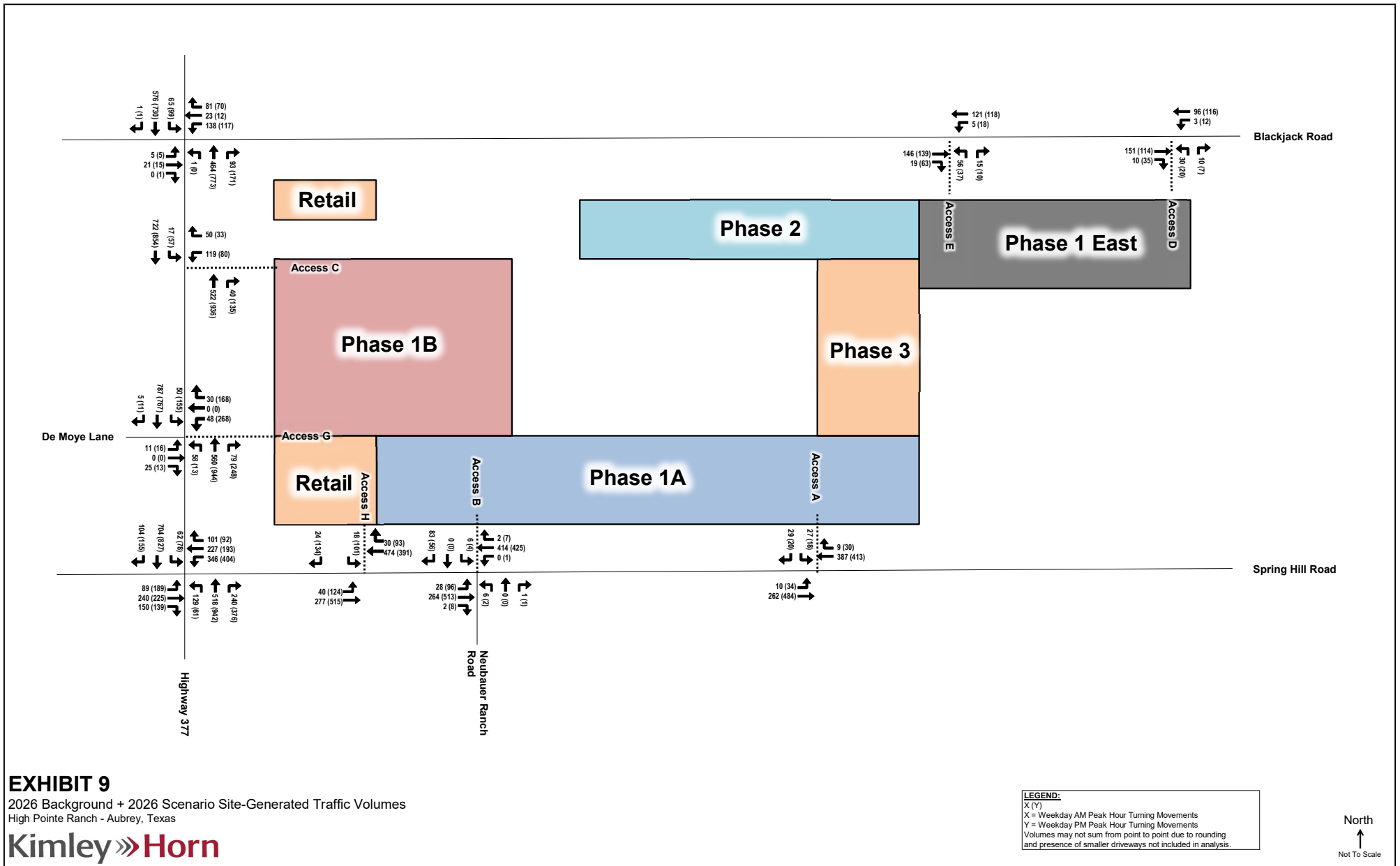
To calculate the background traffic for the three scenarios, the existing 2022 traffic counts were grown by 3% annually. Traffic generated from the Keenland development was also added to the roadway network. The resulting 2025, 2026 and 2028 background weekday AM and PM peak hour traffic volumes are shown in **Exhibit 6**, **Exhibit 8** and **Exhibit 10**.

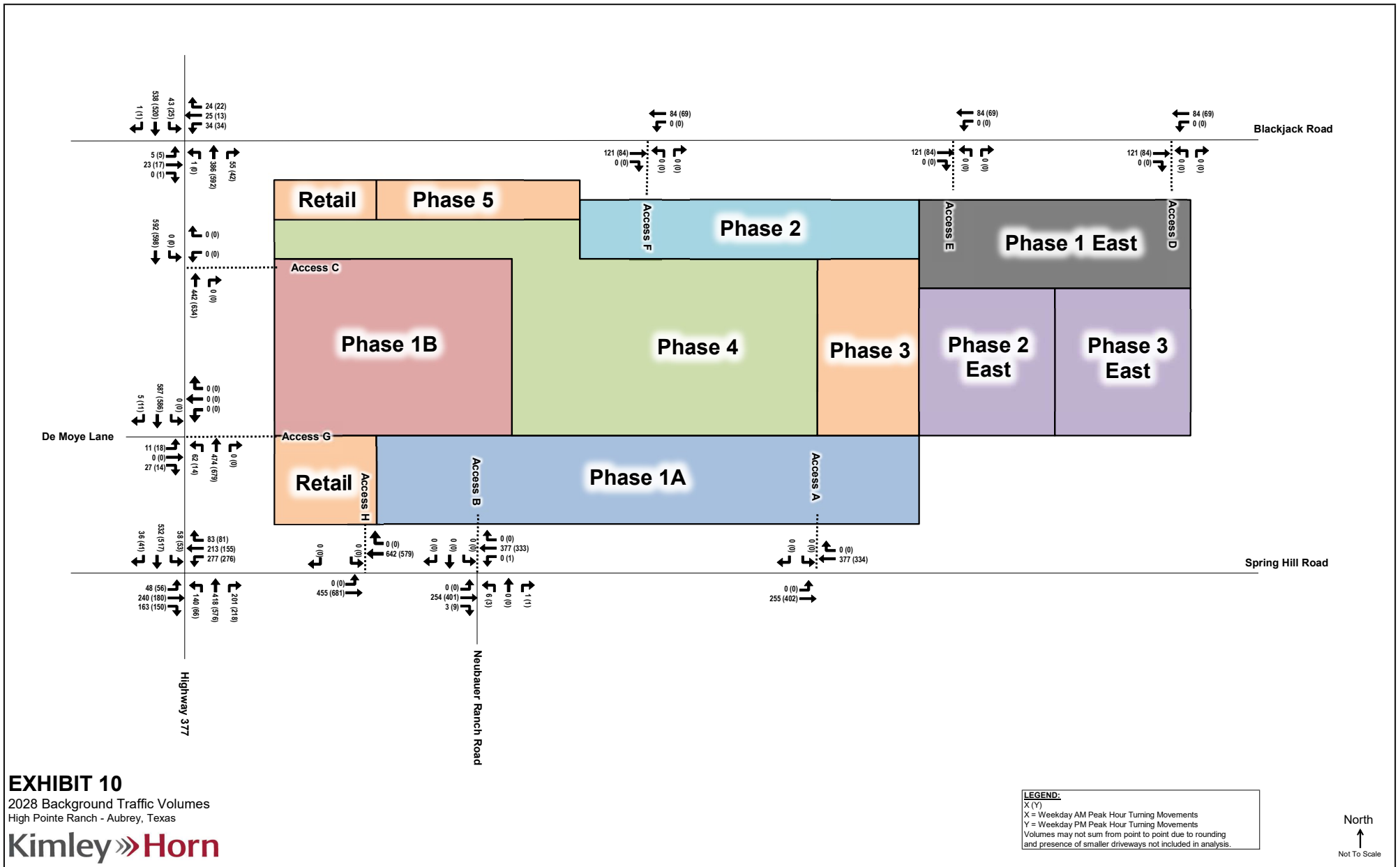
E. Development of Total Traffic

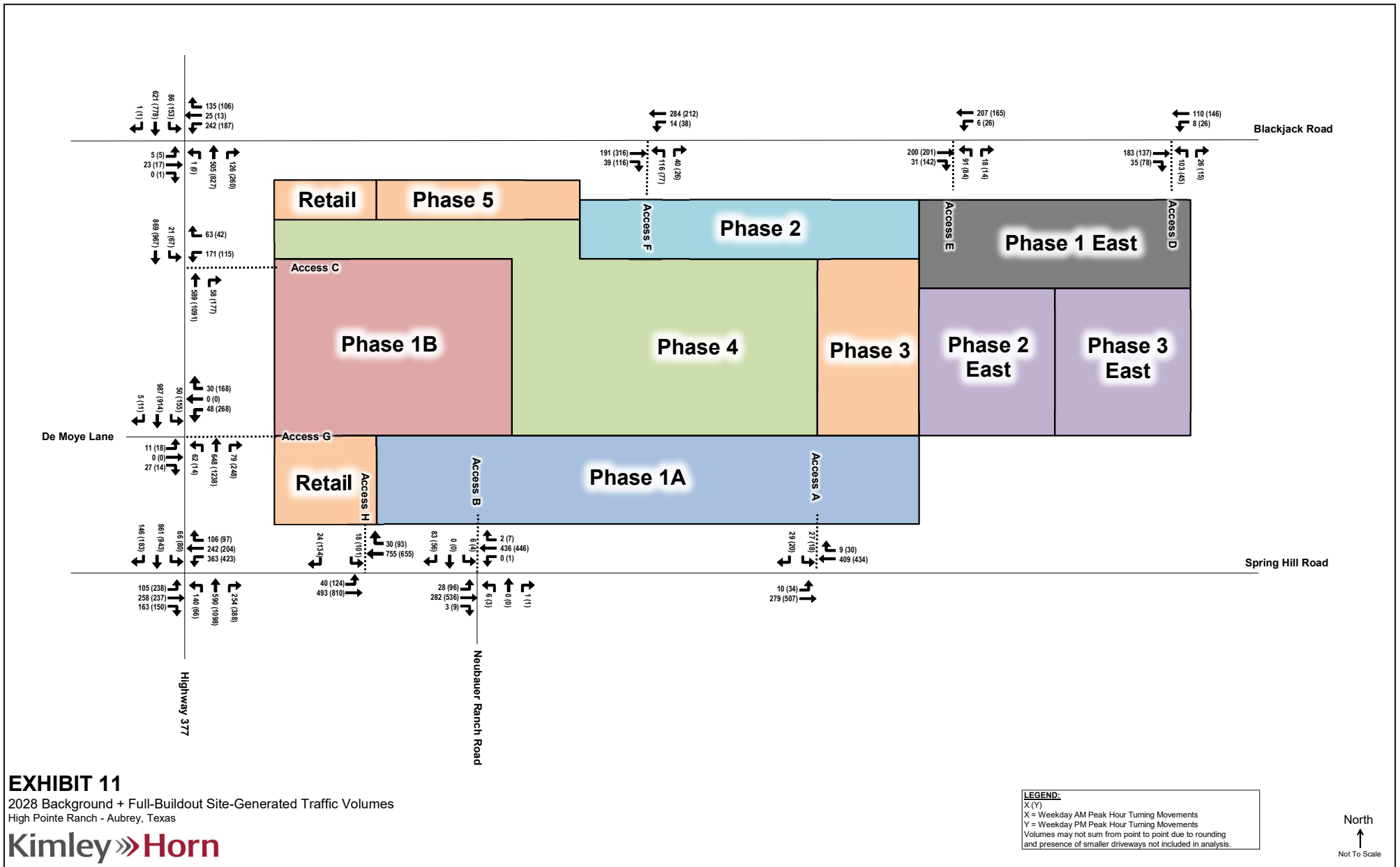
Site traffic volumes were added to the background volumes to represent the estimated total (background plus site-generated) traffic conditions for the three study scenarios. **Exhibit 7**, **Exhibit 9**, and **Exhibit 11** show the resulting weekday AM and PM peak hour total traffic volumes for the 2025, 2026 and 2028 study years.











III. TRAFFIC OPERATIONS ANALYSIS

Kimley-Horn conducted a traffic operations analysis to determine potential capacity deficiencies in the 2023, 2025, 2026, and 2028 study years at the study intersections. The acknowledged source for determining overall capacity is the current edition of the *Highway Capacity Manual*.

A. Analysis Methodology

Capacity analysis results are listed in terms of Level of Service (LOS). LOS is a qualitative term describing operating conditions a driver will experience while traveling on a particular street or highway during a specific time interval. It ranges from A (very little delay) to F (long delays and congestion). **Table 3** shows the definition of level of service for signalized and unsignalized intersections.

Table 3 – Level of Service Definitions

Level of Service	Signalized Intersection Average Total Delay (sec/veh)	Unsignalized Intersection Average Total Delay (sec/veh)
A	≤10	≤10
B	>10 and ≤20	>10 and ≤15
C	>20 and ≤35	>15 and ≤25
D	>35 and ≤55	>25 and ≤35
E	>55 and ≤80	>35 and ≤50
F	>80	>50

Definitions provided from the Highway Capacity Manual, Special Report 209, Transportation Research Board, 2010.

Study area intersections were analyzed based on average total delay analysis for signalized and unsignalized intersections. For the unsignalized analysis, the level of service (LOS) for a two-way stop-controlled intersection is defined for each movement. Unlike signalized intersections which define LOS for each approach and for the intersection as a whole, LOS for two-way stop-controlled intersections is not defined as a whole. The signal timing was obtained from TxDOT for the intersection of Highway 377 at Spring Hill Road.

The analyses assumed the lane geometry and intersection control shown in **Exhibit 3** and **Exhibit 4**. The peak hour factors (PHF) for the existing traffic are known from the counts collected at the site. PHF for the future traffic and the site-generated traffic is unknown, so where this occurred the PHF was assumed to be the observed PHF.

B. Analysis Results

Table 4 and **Table 5** show the intersection operational results for the weekday AM and PM peak hours, respectively.

Table 4 – Traffic Operational Results – Weekday AM Peak Hour

INTERSECTION	APPROACH	2022 Existing Traffic		2025 Background Traffic		2025 Buildout Traffic		2026 Background Traffic		2026 Buildout Traffic		2028 Background Traffic		2028 Buildout Traffic	
		AM PEAK HOUR		AM PEAK HOUR		AM PEAK HOUR		AM PEAK HOUR		AM PEAK HOUR		AM PEAK HOUR		AM PEAK HOUR	
		DELAY (SEC/VEH)	LOS	DELAY (SEC/VEH)	LOS	DELAY (SEC/VEH)	LOS	DELAY (SEC/VEH)	LOS	DELAY (SEC/VEH)	LOS	DELAY (SEC/VEH)	LOS	DELAY (SEC/VEH)	LOS
Signalized Intersection															
Spring Hill Road & Highway 377	EB	36.8	D	47.2	D	51.8	D	50.7	D	62.5	E	11.8	B	17.6	B
	WB	28.7	C	35.3	D	39.1	D	38.0	D	56.0	E	18.8	B	28.8	C
	NB	29.0	C	36.2	D	39.4	D	37.7	D	49.6	D	18.4	B	21.7	C
	SB	42.3	D	52.2	D	56.2	E	53.6	D	105.9	F	25.0	C	30.8	C
	Overall	34.1	C	42.2	D	45.8	D	44.3	D	70.0	E	19.0	B	25.5	C
Unsignalized Intersection															
Spring Hill Road @ Access A	EBL	-	-	-	-	8.5	A	-	-	8.7	A	-	-	8.8	A
	SB	-	-	-	-	16.2	C	-	-	18.4	C	-	-	19.6	C
Spring Hill Road @ Neubauer Ranch Road/Access B	EBL	-	-	-	-	8.4	A	-	-	8.6	A	-	-	8.7	A
	WBL	0.0	A	0.0	A	0.0	A	0.0	A	0.0	A	0.0	A	0.0	A
	NB	11.6	B	13.9	B	20.7	C	14.2	B	24.2	C	14.3	B	26.2	D
	SB	-	-	-	-	13.3	B	-	-	14.3	B	-	-	14.8	B
Spring Hill Road @ Access H	EBL	-	-	-	-	-	-	-	-	9.5	A	-	-	11.7	B
	SB	-	-	-	-	-	-	-	-	20.3	C	-	-	58.2	F
Highway 377 @ De Moya Lane/Access G	EB	15.0	B	17.3	C	18.5	C	18.5	C	60.0	F	14.4	B	39.9	E
	WB	-	-	-	-	-	-	-	-	200+	F	-	-	78.7	F
	NBL	8.7	A	9.0	A	9.1	A	9.1	A	10.3	B	12.0	B	18.6	C
	SBL	-	-	-	-	-	-	-	-	9.4	A	-	-	13.7	B
Highway 377 @ Blackjack Road	EB	20.8	C	25.9	D	27.5	D	27.8	D	51.4	F	26.3	D	67.1	F
	WB	20.5	C	27.5	D	30.1	D	30.5	D	200+	F	20.7	C	200+	F
	NBL	8.3	A	8.5	A	8.5	A	8.6	A	8.8	A	10.7	B	11.6	B
	SBL	8.1	A	8.4	A	8.5	A	8.4	A	9.1	A	10.5	B	13.1	B
Highway 377 @ Access C	WB	-	-	-	-	31.0	D	-	-	200+	F	-	-	200+	F
	SBL	-	-	-	-	8.8	A	-	-	9.7	A	-	-	14.6	B
Blackjack Road @ Access D	WBL	-	-	-	-	0.0	A	-	-	7.7	A	-	-	7.9	A
	NB	-	-	-	-	0.0	A	-	-	11.0	B	-	-	14.1	B
Blackjack Road @ Access E	WBL	-	-	-	-	0.0	A	-	-	7.7	A	-	-	8.0	A
	NB	-	-	-	-	0.0	A	-	-	12.0	B	-	-	16.5	C
Blackjack Road @ Access F	WBL	-	-	-	-	0.0	A	-	-	7.8	A	-	-	8.0	A
	NB	-	-	-	-	0.0	A	-	-	13.3	B	-	-	23.3	C

Table 5 – Traffic Operational Results – Weekday PM Peak Hour

INTERSECTION	APPROACH	2022 Existing Traffic		2025 Background Traffic		2025 Buildout Traffic		2026 Background Traffic		2026 Buildout Traffic		2028 Background Traffic		2028 Buildout Traffic	
		PM PEAK HOUR		PM PEAK HOUR		PM PEAK HOUR		PM PEAK HOUR		PM PEAK HOUR		PM PEAK HOUR		PM PEAK HOUR	
		DELAY (SEC/VEH)	LOS	DELAY (SEC/VEH)	LOS	DELAY (SEC/VEH)	LOS	DELAY (SEC/VEH)	LOS	DELAY (SEC/VEH)	LOS	DELAY (SEC/VEH)	LOS	DELAY (SEC/VEH)	LOS
Signalized Intersection															
Spring Hill Road & Highway 377	EB	27.0	C	38.4	D	44.9	D	41.3	D	54.0	D	10.5	B	23.3	C
	WB	22.5	C	29.4	C	34.6	C	31.5	C	53.2	D	15.8	B	33.5	C
	NB	24.4	C	34.2	C	40.2	D	34.7	C	174.3	F	14.9	B	26.9	C
	SB	32.7	C	35.0	C	37.7	D	35.4	D	127.9	F	18.6	B	24.7	C
	Overall	26.7	C	34.1	C	39.1	D	35.3	D	120.2	F	15.3	B	26.9	C
Unsignalized Intersection															
Spring Hill Road @ Access A	EBL	-	-	-	-	8.2	A	-	-	8.6	A	-	-	8.7	A
	SB	-	-	-	-	14.4	B	-	-	18.4	C	-	-	19.4	C
Spring Hill Road @ Neubauer Ranch Road/Access B	EBL	-	-	-	-	8.4	A	-	-	8.9	A	-	-	9.0	A
	WBL	7.8	A	8.3	A	8.4	A	8.3	A	8.8	A	8.3	A	8.9	A
	NB	11.5	B	14.1	B	23.8	C	14.3	B	34.7	D	14.5	B	41.3	E
	SB	-	-	-	-	12.5	B	-	-	14.9	B	-	-	15.5	C
Spring Hill Road @ Access H	EBL	-	-	-	-	-	-	-	-	9.2	A	-	-	10.8	B
	SB	-	-	-	-	-	-	-	-	51.1	F	-	-	200+	F
Highway 377 @ De Moya Lane/Access G	EB	16.8	C	20.4	C	21.9	C	21.2	C	200+	F	14.4	B	200+	F
	WB	-	-	-	-	-	-	-	-	200+	F	-	-	200+	F
	NBL	8.4	A	8.6	A	8.8	A	8.7	A	9.6	A	11.1	B	14.4	B
	SBL	-	-	-	-	-	-	-	-	14.4	B	-	-	71.4	F
Highway 377 @ Blackjack Road	EB	20.6	C	26.1	D	27.9	D	27.6	D	174.7	F	25.0	C	200+	F
	WB	20.8	C	27.5	D	30.7	D	30.4	D	200+	F	19.7	C	200+	F
	NBL	0.0	A	0.0	A	0.0	A	0.0	A	0.0	A	0.0	A	0.0	A
	SBL	8.5	A	8.8	A	8.8	A	8.8	A	11.1	B	11.4	B	25.5	D
Highway 377 @ Access C	WB	-	-	-	-	26.9	D	-	-	200+	F	-	-	200+	F
	SBL	-	-	-	-	9.3	A	-	-	12.4	B	-	-	29.4	D
Blackjack Road @ Access D	WBL	-	-	-	-	0.0	A	-	-	7.6	A	-	-	7.8	A
	NB	-	-	-	-	0.0	A	-	-	10.3	B	-	-	11.2	B
Blackjack Road @ Access E	WBL	-	-	-	-	0.0	A	-	-	7.8	A	-	-	8.2	A
	NB	-	-	-	-	0.0	A	-	-	11.1	B	-	-	13.3	B
Blackjack Road @ Access F	WBL	-	-	-	-	0.0	A	-	-	8.0	A	-	-	8.6	A
	NB	-	-	-	-	0.0	A	-	-	12.2	B	-	-	16.7	C

C. 2022 Existing Traffic Operations

- The existing study intersections currently operate acceptably at LOS C during each of the peak periods analyzed.

D. 2025 Background Traffic Operations

- 3 years of 3% background growth and site generated traffic from the Keenland site added to network.
- No notable changes in LOS or delay values at any of the study intersections.

E. 2025 Background Plus 2025 Scenario Site-Generated Traffic Operations

- 2025 Scenario (Phase 1A + Phase 1B) site-generated traffic added to 2025 background traffic.
- Left-turn lanes modeled at Access A and Access B.
- Spring Hill Road at Highway 377 is expected to operate at LOS D, with a maximum overall delay of approximately 42 seconds in the AM peak hour.
 - The maximum increase in overall intersection delay is approximately 6 seconds when compared to the background conditions. This indicates that the intersection is able to accommodate the site-generated traffic with minimal increases in delay.
- Based on anticipated queues it is recommended to construct Access C with one inbound lane and two outbound lanes. The recommended lane assignment is one left-turn lane and one right-turn lane.

F. 2026 Background Traffic Operations

- 1 year of 3% background growth and site generated traffic from the Keenland site added to the network.
- No notable changes in LOS or delay values at any of the study intersections when compared to the 2025 background conditions.

G. 2026 Background Plus 2026 Scenario Site-Generated Traffic Operations

- 2026 Scenario (Phase 1A West through Phase 3 West, Phase 1 East) site-generated traffic added to 2026 background traffic.
- Northbound right-turn lane modeled at Access C and Access G.
- The signalized intersection, Spring Hill Road at Highway 377, operates at LOS E in the AM peak hour and LOS F in the PM peak hour.
 - The northbound and southbound approach along Highway 377 have volume-to-capacity (v/c) ratios close to or exceeding 1.0. This indicates that the approaches are operating over capacity and additional capacity along Highway 377 will be necessary. The widening of Highway 377 will be part of TxDOT's future project (CSJ: 0081-06-040).
- The stop-controlled approaches along Highway 377 at Blackjack Road, Access C, and Access G operate at LOS F in both peak hours.

- Although the westbound approach at Access C operates poorly, having separate westbound left and right turn lanes allows for right-turning vehicles to separate from those who are turning left and might have to wait longer for a gap in traffic.
- Due to the high volumes along Highway 377, which is a regional highway, vehicles must wait until an acceptable gap is present before completing a left-turning movement. These delays are common and expected at unsignalized intersections along Highway 377.
- Based on anticipated queues it is recommended to construct Access G with one inbound lane and two outbound lanes. The recommended lane assignment is one through/left lane and one right-turn lane.
- Based on anticipated queues it is recommended to construct Access H with one inbound lane and two outbound lanes. The recommended lane assignment is one left-turn lane and one right-turn lane.
- Highway 377 at Blackjack Road was evaluated for Mitigation Analysis. Refer to Section J for further analysis at this intersection.

H. 2028 Background Traffic Operations

- 2 years of 3% background growth added to network.
- Highway 377 widened to six-lane divided road. With greater capacity along Highway 377, Spring Hill Road at Highway 377 signalized operation improves to LOS B overall and unsignalized intersections mostly maintain or have improved LOS.
- Stop-controlled approaches at Highway 377 and Blackjack Road operate at LOS D or better in both peak hours.

I. 2028 Background Plus Full Buildout Site-Generated Traffic Operations

- Full Buildout (Phase 1A West through Phase 5 West, Phase 1 East through Phase 3 East) site-generated traffic added to 2028 background traffic.
- Eastbound right-turn lanes modeled at Access D, Access E and Access F.
- Spring Hill Road at Highway 377 operates at LOS C in both peak hours.
 - As previously noted, additional capacity is provided along this corridor with the Highway 377 widening.
- Stop-controlled approaches along Highway 377 at Blackjack Road, Access C, and Access G operate with heavy delay due to the addition of site-generated traffic along Highway 377. This is expected as regional traffic in the project vicinity continues to grow and signalization should be considered at Highway 377 and Blackjack Road at a regional level.
- The southbound approach at Spring Hill Road at Access H operates at LOS F in both peak hours due to an increased amount of through traffic on Spring Hill Road.

J. US 377 at Blackjack Road Mitigation

Based on the high delays at this intersection with its current two-way stop control, US 377 at Blackjack Road was evaluated for traffic signalization based on guidelines in the TxMUTCD. At Buildout 2028, this intersection meets Warrants 1A, 1B, and 2. The traffic signal warrant analysis results are summarized in **Table 6** and the analysis worksheets are in the **Appendix**.

Traffic volumes on US 377 were taken directly from the 24-hour counts which were collected on Wednesday, August 24th, 2022. The traffic volumes on Blackjack Road were taken directly from TxDOT STARS TCDS data collected in 2014. The daily volumes on Blackjack Road were grown from 2014 to 2022 by an annual growth rate of 3%. The existing counts were used directly with 3% adjustment for background growth through 2028. The Keenland background site was also included in the peak hours of the daily volumes.

The site traffic at US 377 and Blackjack Road throughout the day was projected using the time-of-day adjustments for Single-Family Detached Housing, Strip Retail Plaza, and Shopping Center (>150k) land uses in the Hourly Distribution of Entering and Exiting Vehicle trips in *ITE Trip Generation Manual*. These percentages of daily traffic were used to find the inbound and outbound traffic in each hour from 6 AM until 10 PM. The percentage of inbound and outbound traffic using US 377 at Blackjack Road was then applied to find the turning movements in each hour.

As seen in **Table 7**, installing a signal can significantly reduce delay for all approaches at this intersection. As a stop-controlled approach, the eastbound and westbound movements operate at LOS F. After the implementation of a signal, these minor street approaches operate at LOS C with a maximum expected delay of approximately 29 seconds in the PM peak hour. The overall intersection is expected to operate favorably at LOS B in both peak hours after signalization.

As the area around the site continues to develop and additional traffic is generated along Blackjack Road, signalization at this intersection will help regional traffic access Highway 377. Based on the City of Aubrey's Future Land Use Plan (Adopted July 28, 2020), regional commercial and employment/industrial sites are expected to develop surrounding the intersection. With the anticipated traffic along Highway 377, it is recommended that a signal be installed with TxDOT's Highway 377 widening project to help reduce minor street delay and allow for improved access to Highway 377. Installation of a signal at this location will require approval and coordination with TxDOT.

Table 6 – Traffic Signal Warrant Results at US 377 and Blackjack Road

Intersection	Scenario	Warrant 1A 8 Hour - Minimum Vehicular Traffic		Warrant 1B 8 Hour - Interruption of Continuous		Warrant 2 4-Hour	
		Hours Met	Warrant Met?	Hours Met	Warrant Met?	Hours Met	Warrant Met?
US 377 at Blackjack Road	Buildout (2028)	11	Yes	15	Yes	15	Yes

Table 7 – Traffic Operations Analysis at Highway 377 and Blackjack Road Mitigation

INTERSECTION	APPROACH	2028 Buildout Traffic		2028 Buildout Traffic Mitigated	
		AM PEAK HOUR		AM PEAK HOUR	
		DELAY (SEC/VEH)	LOS	DELAY (SEC/VEH)	LOS
Signalized Intersection					
Highway 377 @ Blackjack Road	EB	-	-	24.3	C
	WB	-	-	24.5	C
	NB	-	-	17.1	B
	SB	-	-	12.1	B
	Overall	-	-	16.9	B
Unsignalized Intersection					
Highway 377 @ Blackjack Road	EB	67.1	F	-	-
	WB	200+	F	-	-
	NBL	11.6	B	-	-
	SBL	13.1	B	-	-

2028 Buildout Traffic		2028 Buildout Traffic Mitigated	
PM PEAK HOUR		PM PEAK HOUR	
DELAY (SEC/VEH)	LOS	DELAY (SEC/VEH)	LOS
-	-	28.6	C
-	-	26.8	C
-	-	18.8	B
-	-	10.8	B
-	-	16.8	B
200+	F	-	-
200+	F	-	-
0.0	A	-	-
25.5	D	-	-

K. Right-Turn Lane Analysis

Where justified, the addition of right-turn deceleration lanes can help inbound turning vehicles separate from the through traffic, avoiding conflicts and smoothing traffic flow. TxDOT has identified right-turning volume thresholds where right-turn lanes are justified. **Table 8** shows the driveway locations with right-turn driveway access to the site, and how they compare with the TxDOT threshold. As seen in **Table 8**, right-turn lanes are warranted and recommended at Access C, Access D, Access E, Access F, Access G, and Access H. The northbound right-turn lanes on Highway 377 to Access C and Access G exceed the TxDOT thresholds for right-turn lane warrants in 2026. Since Highway 377 will be widened within two years of the driveways meeting warrants, it is recommended that the existing shoulder along Highway 377 be restriped as a right-turn lane at both Access C and Access G as an interim condition. The full right-turn deceleration lanes should be installed as part of TxDOT's Highway 277 widening project in 2028.

Table 8 – Right-Turn Lane Analysis

Right-Turn Location	2025 Scenario Peak Hour Right-Turn Volume (vph)	2026 Scenario Peak Hour Right-Turn Volume (vph)	2028 Full-Buildout Peak Hour Right-Turn Volume (vph)	TxDOT Threshold (vph) (Access Management Manual, Table 2-3)	Right-Turn Lane Recommended?	Recommended Installation Year
WB Spring Hill Road at Access A	30	30	30	50	No	-
WB Spring Hill Road at Access B	7	7	7	50	No	-
WB Spring Hill Road at Access H	-	93	93	50	Yes	2026
NB Highway 377 at Access C	44	135	177	50	Yes	2028
NB Highway 377 at Access G	-	248	248	50	Yes	2028
EB Blackjack Road at Access D	-	35	78	60	Yes	2028
EB Blackjack Road at Access E	-	63	142	60	Yes	2028
EB Blackjack Road at Access F	-	80	116	60	Yes	2028

L. Left-Turn Lane Analysis

All site driveways were also evaluated for left-turn lanes. The criteria for left-turn lanes under TxDOT guidelines is based on major road and left-turn volume. Volumes for the three scenarios were analyzed to determine if left-turn lane thresholds would be met at each driveway. Left-turn lane analysis worksheets are included in the **Appendix**. Based on the projected volumes at buildout, all of the site driveways will meet left-turn lane thresholds. However, as stated in the TxDOT guidance, the additional expense of installing a left-turn lane on two-lane highways at intersecting cross roads is often not justified due to low volumes. Based on the 2028 Full Buildout volumes, left-turn lanes are not recommended at the three driveways along Blackjack Road (Access D, Access E and Access F) due to the expected low number of left-turn lanes. In addition, since Access D, Access E and Access F will not be built until the last two development phases in 2028 and the future general location of the future Collin County Outer Loop will replace the existing Blackjack Road, left-turn lanes are not recommended. Left-turn lanes are recommended at Access A, Access B, Access C, Access G, and Access H. **Table 9** below shows the volumes during the applicable scenario years when the driveways meet left-turn lane thresholds.

A memo analyzing US 377 improvements at Access C February 2024, approved by the City of Aubrey, states the southbound left-turn lane warranted on US 377 should be constructed with the US 377 widening. Although the left-turn lane on US 377 to Access C is warranted in 2025, it is only modeled in the 2028 scenario with the US 377 widening. **Table 4** and **Table 5** show the southbound left delay at 2026 buildout is LOS A/B in both peak hours. In 2028 buildout, the delay for this movement is showing LOS B in the AM peak hour and LOS D in the peak hour indicating that the driveway operates with low delay. Therefore, it is recommended that the left-turn lane on US 377 and Access C can be constructed at the time of US 377 widening. Access G off Highway 377 is also recommended to be constructed with the Highway 377 widening since there is no significant southbound left delay at 2026 buildout. The left-turn lanes on Spring Hill Road should be constructed at the same time as their respective access points.

Table 9 – Left-Turn Lane Analysis

Site Criteria	Spring Hill Road at Access A		Spring Hill Road at Access B		Highway 377 at Access C	
	AM Peak	PM Peak	AM Peak	PM Peak	AM Peak	PM Peak
	2025 Scenario					
Left-Turn Lane Peak Hour Volume	10	34	28	96	10	35
TxDOT's Threshold for Major Road Peak Hour Volume (veh/hr/ln)	100	50	< 50	< 50	100	50
Major Road Peak Hour Volume (veh/hr/ln)	301	373	322	418	487	609
Left Turn Threshold Met?	Yes	Yes	Yes	Yes	Yes	Yes
Left-Turn Lane Recommended?	Yes		Yes		Yes	
Site Criteria	Highway 377 at Access G		Spring Hill Road at Access H			
	AM Peak	PM Peak	AM Peak	PM Peak	AM Peak	PM Peak
	2026 Full Buildout Scenario					
Left-Turn Lane Peak Hour Volume	50	155	40	124		
TxDOT's Threshold for Major Road Peak Hour Volume (veh/hr/ln)	200	200	200	200		
Major Road Peak Hour Volume (veh/hr/ln)	770	1069	411	562		
Left Turn Threshold Met?	Yes	Yes	Yes	Yes		
Left-Turn Lane Recommended?	Yes		Yes			
Site Criteria	Blackjack Road at Access D		Blackjack Road at Access E		Blackjack Road at Access F	
	AM Peak	PM Peak	AM Peak	PM Peak	AM Peak	PM Peak
	2028 Full Buildout Scenario					
Left-Turn Lane Peak Hour Volume	8	26	6	26	14	38
TxDOT's Threshold for Major Road Peak Hour Volume (veh/hr/ln)	140	50	180	50	100	50
Major Road Peak Hour Volume (veh/hr/ln)	168	194	222	267	264	341
Left Turn Threshold Met?	Yes	Yes	Yes	Yes	Yes	Yes
Left-Turn Lane Recommended?	No		No		No	

M. Access Spacing

The TxDOT Access Management Manual Table 2-1 defines driveway and intersection spacing. The spacing distance is determined based on the roadway's posted speed limit. **Table 10** below shows the proposed driveway spacing and TxDOT's access spacing requirement. All proposed driveways meet TxDOT's spacing requirement.

Table 10 – Access Spacing

Main Roadway	Intersecting Roadway	TxDOT AMM Criteria	Spacing Length
Springhill Road	Access A to Access B/Neubauer Ranch Road	425 ft	760 ft
Springhill Road	Access B/Neubauer Ranch Road to Aubrey High Schol Drive	360 ft	1,230 ft
Highway 377	Access C to Springhill Road and to BlackJack Road	425 ft	1,000+ ft
Blackjack Road	Access D to Access E	360 ft	1,170 ft
Blackjack Road	Access E to Access F	360 ft	1,580 ft
Blackjack Road	Access F to Springhill Road	360 ft	1,570 ft

N. Intersection Sight Distance

Sight distance is the metric used to describe the ability of a motorist to physically see (via a direct line of sight) objects and/or other vehicles to a degree sufficient to allow safe and efficient use of a roadway in the intended manner. AASHTO has provided minimum intersection sight distance lengths based on roadway speed limits.

Table 11 – Intersection Sight Distance

Speed (mph) *	Stopping Sight Distance (ft.)	Design Intersection Sight Distance (ft.)
25	155	280
30	200	335
35	250	390
40	305	445
45	360	500
50	425	555
55	495	610
60	570	665
65	645	720

Source : *A Policy on Geometric Design of Highway and Streets*, 5th Edition, American Association of State Highway and Transportation Officials (AASHTO), 2004.

Since all driveways are located along flat segments of the roadway, no intersection sight distance obstruction is expected. An exhibit showing the sight distance from each driveway is included in the **Appendix** of this report.

IV. CONCLUSIONS AND RECOMMENDATIONS

Based on the analysis presented in this report, the proposed High Pointe Ranch development can be successfully incorporated into the surrounding roadway network given the following recommendations are implemented. Two major roadway constructions projects in the project vicinity, the Collin County Outer Loop and TxDOT Highway 377 Expansion project, are planned and will help alleviate some of the regional traffic congestion. However, due to unknown timeline of Collin County Outer Loop, the improvement from the project is not modeled. Highway 377 is planned for widening to a six-lane divided roadway with construction to begin in 2027. The Highway 377 widening is reflected in the 2028 background and buildout scenarios. Stop-controlled approaches along Highway 377 are expected to operate with heavy delay and signalization should be considered at Highway 377 and Blackjack Road at a regional level.

The following improvements to the external roadway network are the responsibility of the developer and recommended for the site:

Year 2025:

- Construct an eastbound left-turn lane from Spring Hill Road to serve Access A.
- Construct an eastbound left-turn lane from Spring Hill Road to serve Access B.
- Construct Access C with one inbound lane and two outbound lanes.

Year 2026:

- Construct an eastbound left-turn lane from Spring Hill Road to serve Access H.
- Construct a westbound right-turn lane from Spring Hill Road to serve Access H.
- Construct Access G with one inbound lane and two outbound lanes.
- Construct Access H with one inbound lane and two outbound lanes.
- Stripe the shoulder to serve as a northbound right-turn lane on Highway 377 at Access C and Access G.

Year 2028:

- Construct an eastbound right-turn lane from Blackjack Road to Access D.
- Construct an eastbound right-turn lane from Blackjack Road to Access E.
- Construct an eastbound right-turn lane from Blackjack Road to Access F.

The following improvements to the external roadway network are recommended for the site by Year 2028. They should be considered at a regional level and are not the responsibility of the developer:

- Install a signal US 377 at Blackjack Road

The following improvements should be built by 2028 and constructed by TxDOT with its Highway 377 widening project:

- Construct a northbound right-turn lane from Highway 377 to serve Access C.
- Construct a southbound left-turn lane from Highway 377 to service Access C.
- Construct a northbound right-turn lane from Highway 377 to serve Access G.
- Construct a southbound left-turn lane from Highway 377 to service Access G.

APPENDIX

Comment Response

Traffic Counts and Historical Data

High Pointe Ranch Phasing Plan

US 377 Improvements Memo

High Pointe Ranch Residential and Retail Trip Distribution

Left-Turn Lane Analysis Worksheets

Traffic Signal Warrant Analysis – US 377 at Blackjack Road

Sight Distance Exhibit

Synchro Results

November 21, 2024

RE: High Pointe TIA Response to Comments

Listed below are the comments received from the previous submittal and the comment responses where necessary. Kimley-Horn responses will be ***red and italicized***.

Sub-Consultant Action Comments August 7, 2023

The subject TIA was reviewed by sub-consultant, Lee Engineering. The action comments, those that require a response or action by the City or applicant, are below:

1. Please note that this is a 'draft' report for review purposes only. Please provide a final, signed, and sealed version.

Response: The final report is signed and sealed.

2. Please include City of Aubrey classifications for all study roadways.

Response: The roadways classifications are updated to reflect the City of Aubrey Master Thoroughfare Plan.

3. The exhibit numbers referenced in the 2nd paragraph on page 10 are incorrect and should reference the exhibit numbers in the Appendix.

Response: The exhibit numbers are consistent throughout the report.

4. Please provide existing traffic signal timing sheets from TxDOT.

Response: See Appendix

5. Exhibit 3 – Graphic for westbound Neubauer Ranch Road/Access B appears to indicate an existing through and right turn movement that does not presently exist at this intersection. This item is not carried throughout the study, does not appear in Synchro analysis for existing conditions, and does not appear to impact the analysis.

Response: The westbound right-turn movement at Spring Hill Road and Neubauer Road/Access B is shown as a site improvement in Exhibit 3.

6. The provided report did not include traffic counts. The report states that they are in the Appendix; however, there were no counts in the Appendix. Please provide counts.

Response: The 2022 traffic counts are attached to the report.

7. The trip generation calculations for the land use and quantities specified, identified in Table 1, appear to be correct for Total and PM Peak movements. The AM Peak movement calculations do not appear to include the recent ITE Trip Generation Manual errata (12/9/22). While not overly large, these changes may impact delay calculations later in the analysis.

Response: The trip generation for daily trips, AM peak hour, and PM peak hour are from ITE Trip Generation Manual, 11th Edition.

8. The report states that the proposed drives meet or exceed TxDOT spacing requirements and AASHTO minimum intersection sight distance requirements for currently posted speed limits. Field verification needed.

Response: See the Appendix for a figure showing each AASHTO intersection sight distance guidelines at each site driveway.

9. Peak Hour Factors used in Synchro analysis changed without a provided reason. The shift to a higher PHF in the buildout year could create inaccurate predictions. At existing intersections, the Peak Hour Factor (PHF) used in Synchro analysis should remain the same for all scenarios. It should be the PHF measured in the field.

Response: The peak hour factors are consistent throughout the study years.

10. Synchro analysis results improve in 2028 from 2026 despite added traffic and no added capacity. This seems counterintuitive, please review and update.

Response: The updated study models US 377 with greater capacity in 2028, so this comment is not applicable.

11. The 2026 Left-Turn Lane Analysis graph in the Appendix appears to indicate that a left-turn lane is recommended for Access D in the PM Peak. This does not match the chart. The same chart states that a left-turn lane is warranted for Access E, but the graph appears to indicate otherwise. Please verify both PM Peak left turn analysis for the 2026 site conditions for Access D and Access E in the Appendix.

Response: The left-turn lane analysis graph in the Appendix and table in the report have consistent values and conclusions.

12. Counts shown in Exhibits 5 through 10 do not match the counts input into Synchro files. This is likely simple rounding. These differences should not impact the results of the study.

Response: In the updated study, the volumes in the background and buildout exhibits match with the Synchro model. Small discrepancies could be present due to rounding.

13. The Synchro output provided in the Appendix does not include data needed to verify Tables 4 and 5 at some of the stop-controlled intersections. It appears that the author printed the wrong report in Synchro beginning with the Appendix section titled 2024 Background Plus 2024 Scenario Site Traffic stop-controlled Synchro and continuing to the end of the document. Please provide the HCM 6th Edition report from Synchro as was provided earlier in the Appendix.

Response: The HCM 6th Edition Synchro reports are attached to this study.

14. The report recommends no mitigation. Discussed roadway improvements by TxDOT may not be in place before development completes. Please identify potential improvements to operation at study intersections.

Response: Mitigations are provided in the Traffic Operations Analysis, Section J of this report.

15. The uncertainty of construction for Outer Loop creates concern for the left turn analysis on Blackjack Road. Development should consider the need for the left turn lanes in the event that construction is delayed past the development buildout.

Response: The geometry on Blackjack Road is consistent throughout the report as Collin County Outer Loop is not included in this study. The left-turn analysis section indicated that left-turn lanes are not recommended along Blackjack Road.

16. The timeline of constructing driveway separate from right and left turn lane construction should be reconsidered. It makes more sense to construct all turn lanes at the same time as the drive itself.

Response: Access A and Access B are already constructed. The recommended eastbound left-turn lanes on Spring Hill Road should be constructed on conjunction with Phase 1A and Phase 1B. Access C will be built with Phase 1B (2025), but it is not recommended for construction until 2028 to coincide with the US 377 widening. Similarly, Access G will be built with the SW Retail development (2026), but it is not recommended for construction until 2028 to coincide with the US 377 widening. The right-turn lane on Blackjack Road to Access D does not warrant until 2028 buildout per TxDOT guidelines. Although the right-turn lanes on Blackjack Road at Access E, F warrant in 2026, these access points operate well even with installation in 2028.

17. The comment, "...drivers will be able to alter their route to any of the drives along Spring Hill Road if the determine the delay is too great..." creates concern given the distance and route from Spring Hill Road and Blackjack Road. Please clarify or reconsider this position statement.

Response: Mitigations are provided in Traffic Operations Analysis, Section E in lieu of this statement.

18. Please verify the correct spelling for Outer Loop in the document. The report spells it "Outerloop" throughout, while the City of Aubrey Throughfare Plan spells it "Outer Loop".

Response: Updated.

END

TRAFFIC COUNTS AND HISTORICAL DATA

High Pointe Ranch - Aubrey, Texas

Historical Link Volumes and Growth Rates

Spring Hill Road						
Record	Year	Link Start	Link End	Source	24-Hour Volume	Annual Growth Rate
1	2011	Highway 377	McNatt Road	TxDOT	3,571	-
2	2013	Highway 377	McNatt Road	TxDOT	4,110	7.3%
3	2014	Highway 377	McNatt Road	TxDOT	4,230	2.9%
4	2015	Highway 377	McNatt Road	TxDOT	4,960	17.3%
5	2016	Highway 377	McNatt Road	TxDOT	4,077	-17.8%
6	2017	Highway 377	McNatt Road	TxDOT	5,270	29.3%
7	2018	Highway 377	McNatt Road	TxDOT	4,803	-8.9%
8	2021	Highway 377	McNatt Road	TxDOT	5,065	1.8%
9	2022	Highway 377	McNatt Road	KH	4,277	-15.6%
Average Growth 2011 - 2022:						2.0%

Highway 377						
Record	Year	Link Start	Link End	Source	24-Hour Volume	Annual Growth Rate
1	2014	Spring Hill Road	Blackjack Road	TxDOT	8,983	-
2	2019	Spring Hill Road	Blackjack Road	TxDOT	10,516	3.2%
3	2022	Spring Hill Road	Blackjack Road	KH	12,426	5.7%
Average Growth 2014 - 2022:						4.0%
Average Annual Growth:						3.0%

1. Spring Road at Highway 377 - TMC

Wed Aug 24, 2022

Full Length (6:30 AM-8:30 AM, 4:30 PM-6:30 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 978839, Location: 33.298682, -96.982754



Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	Spring Hill Road Eastbound					Spring Hill Road Westbound					Hwy 377 Northbound					Hwy 377 Southbound									
Time	L	T	R	U	App Ped*	L	T	R	U	App Ped*	L	T	R	U	App Ped*	L	T	R	U	App Ped*	Int				
2022-08-24 6:30AM	5	27	42	0	74	0	17	14	4	0	35	0	8	39	23	0	70	0	6	94	2	0	102	0	281
6:45AM	3	30	19	0	52	0	17	9	5	0	31	0	7	56	18	0	81	0	13	88	6	0	107	0	271
Hourly Total	8	57	61	0	126	0	34	23	9	0	66	0	15	95	41	0	151	0	19	182	8	0	209	0	552
7:00AM	9	41	27	0	77	0	20	20	9	0	49	0	9	72	17	0	98	0	9	73	4	0	86	0	310
7:15AM	6	48	33	0	87	0	41	31	7	0	79	0	40	84	42	0	166	0	7	81	17	0	105	0	437
7:30AM	15	57	30	0	102	0	49	44	12	0	105	0	32	99	49	0	180	0	8	109	5	0	122	3	509
7:45AM	11	55	41	0	107	0	60	56	21	0	137	0	24	69	41	0	134	0	21	107	3	0	131	2	509
Hourly Total	41	201	131	0	373	0	170	151	49	0	370	0	105	324	149	0	578	0	45	370	29	0	444	5	1765
8:00AM	6	24	24	0	54	0	27	23	7	0	57	0	14	76	12	0	102	0	3	121	3	0	127	0	340
8:15AM	5	11	21	0	37	0	18	6	12	0	36	0	9	58	14	0	81	0	10	88	3	0	101	0	255
Hourly Total	11	35	45	0	91	0	45	29	19	0	93	0	23	134	26	0	183	0	13	209	6	0	228	0	595
4:30PM	4	10	15	0	29	0	41	18	10	0	69	0	11	104	28	0	143	0	3	79	4	0	86	1	327
4:45PM	14	37	22	0	73	0	41	24	10	0	75	0	16	106	24	0	146	0	5	88	5	0	98	0	392
Hourly Total	18	47	37	0	102	0	82	42	20	0	144	0	27	210	52	0	289	0	8	167	9	0	184	1	719
5:00PM	11	35	40	0	86	0	51	34	16	0	101	0	8	118	46	0	172	0	8	97	12	0	117	0	476
5:15PM	5	25	36	0	66	0	52	25	13	0	90	0	14	100	34	0	148	0	4	117	3	0	124	0	428
5:30PM	14	29	20	0	63	0	45	29	12	0	86	0	14	128	21	0	163	0	4	104	12	0	120	0	432
5:45PM	5	16	19	0	40	0	38	21	7	0	66	0	5	129	18	0	152	0	4	80	7	0	91	0	349
Hourly Total	35	105	115	0	255	0	186	109	48	0	343	0	41	475	119	0	635	0	20	398	34	0	452	0	1685
6:00PM	6	15	22	0	43	0	25	22	5	0	52	0	6	104	17	0	127	0	3	97	7	0	107	0	329
6:15PM	9	14	19	0	42	0	27	11	5	0	43	0	14	112	14	0	140	0	3	94	6	0	103	1	328
Hourly Total	15	29	41	0	85	0	52	33	10	0	95	0	20	216	31	0	267	0	6	191	13	0	210	1	657
Total	128	474	430	0	1032	0	569	387	155	0	1111	0	231	1454	418	0	2103	0	111	1517	99	0	1727	7	5973
% Approach	12.4%	45.9%	41.7%	0%	-	-	51.2%	34.8%	14.0%	0%	-	-	11.0%	69.1%	19.9%	0%	-	-	6.4%	87.8%	5.7%	0%	-	-	-
% Total	2.1%	7.9%	7.2%	0%	17.3%	-	9.5%	6.5%	2.6%	0%	18.6%	-	3.9%	24.3%	7.0%	0%	35.2%	-	1.9%	25.4%	1.7%	0%	28.9%	-	-
Lights	124	445	422	0	991	-	560	360	141	0	1061	-	223	1402	397	0	2022	-	108	1455	91	0	1654	-	5728
% Lights	96.9%	93.9%	98.1%	0%	96.0%	-	98.4%	93.0%	91.0%	0%	95.5%	-	96.5%	96.4%	95.0%	0%	96.1%	-	97.3%	95.9%	91.9%	0%	95.8%	-	95.9%
Articulated Trucks	0	15	1	0	16	-	4	10	1	0	15	-	0	9	8	0	17	-	2	15	0	0	17	-	-
% Articulated Trucks	0%	3.2%	0.2%	0%	1.6%	-	0.7%	2.6%	0.6%	0%	1.4%	-	0%	0.6%	1.9%	0%	0.8%	-	1.8%	1.0%	0%	0%	1.0%	-	1.1%
Buses and Single-Unit Trucks	4	14	7	0	25	-	5	17	13	0	35	-	8	43	13	0	64	-	1	47	8	0	56	-	180
% Buses and Single-Unit Trucks	3.1%	3.0%	1.6%	0%	2.4%	-	0.9%	4.4%	8.4%	0%	3.2%	-	3.5%	3.0%	3.1%	0%	3.0%	-	0.9%	3.1%	8.1%	0%	3.2%	-	3.0%
Pedestrians	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	7	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

1. Spring Road at Highway 377 - TMC

Wed Aug 24, 2022

Full Length (6:30 AM-8:30 AM, 4:30 PM-6:30 PM)

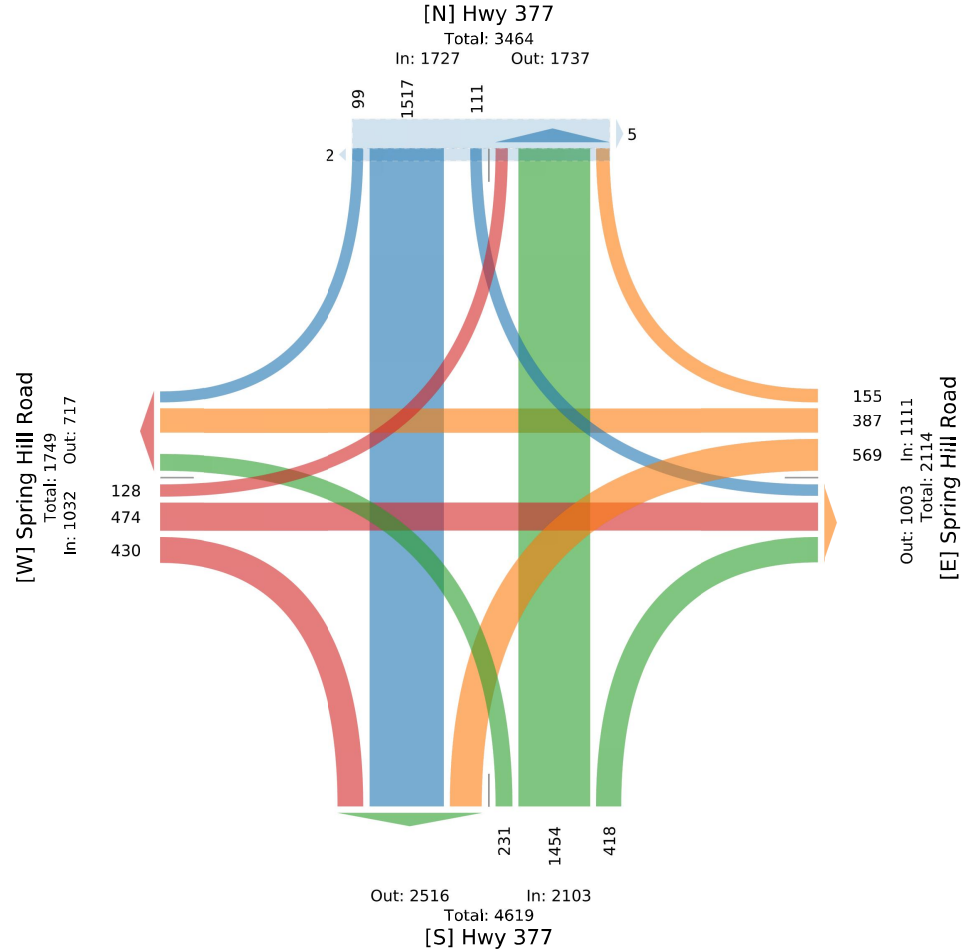
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 978839, Location: 33.298682, -96.982754



Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



1. Spring Road at Highway 377 - TMC

Wed Aug 24, 2022
AM Peak (7:15 AM - 8:15 AM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 978839, Location: 33.298682, -96.982754

CJ Hensch & Associates, Inc.

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	Spring Hill Road Eastbound					Spring Hill Road Westbound					Hwy 377 Northbound					Hwy 377 Southbound								
Time	L	T	R	U	App Ped*	L	T	R	U	App Ped*	L	T	R	U	App Ped*	L	T	R	U	App Ped*	Int			
2022-08-24 7:15AM	6	48	33	0	87	0	41	31	7	0	79	0	40	84	42	0	166	0	7	81	17	0	437	
7:30AM	15	57	30	0	102	0	49	44	12	0	105	0	32	99	49	0	180	0	8	109	5	0	509	
7:45AM	11	55	41	0	107	0	60	56	21	0	137	0	24	69	41	0	134	0	21	107	3	0	509	
8:00AM	6	24	24	0	54	0	27	23	7	0	57	0	14	76	12	0	102	0	3	121	3	0	340	
Total	38	184	128	0	350	0	177	154	47	0	378	0	110	328	144	0	582	0	39	418	28	0	1795	
% Approach	10.9%	52.6%	36.6%	0%	-	-	46.8%	40.7%	12.4%	0%	-	-	18.9%	56.4%	24.7%	0%	-	-	8.0%	86.2%	5.8%	0%	-	-
% Total	2.1%	10.3%	7.1%	0%	19.5%	-	9.9%	8.6%	2.6%	0%	21.1%	-	6.1%	18.3%	8.0%	0%	32.4%	-	2.2%	23.3%	1.6%	0%	27.0%	-
PHF	0.633	0.807	0.780	-	0.818	-	0.738	0.688	0.560	-	0.690	-	0.688	0.828	0.735	-	0.808	-	0.464	0.864	0.412	-	0.926	-
Lights	37	164	125	0	326	-	176	134	41	0	351	-	107	310	130	0	547	-	37	395	26	0	458	-
% Lights	97.4%	89.1%	97.7%	0%	93.1%	-	99.4%	87.0%	87.2%	0%	92.9%	-	97.3%	94.5%	90.3%	0%	94.0%	-	94.9%	94.5%	92.9%	0%	94.4%	-
Articulated Trucks	0	9	0	0	9	-	1	5	1	0	7	-	0	3	5	0	8	-	1	5	0	0	6	-
% Articulated Trucks	0%	4.9%	0%	0%	2.6%	-	0.6%	3.2%	2.1%	0%	1.9%	-	0%	0.9%	3.5%	0%	1.4%	-	2.6%	1.2%	0%	0%	1.2%	-
Buses and Single-Unit Trucks	1	11	3	0	15	-	0	15	5	0	20	-	3	15	9	0	27	-	1	18	2	0	21	-
% Buses and Single-Unit Trucks	2.6%	6.0%	2.3%	0%	4.3%	-	0%	9.7%	10.6%	0%	5.3%	-	2.7%	4.6%	6.3%	0%	4.6%	-	2.6%	4.3%	7.1%	0%	4.3%	-
Pedestrians	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	5	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	~ 100%	-
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	-	-	-	-	-	0%	-

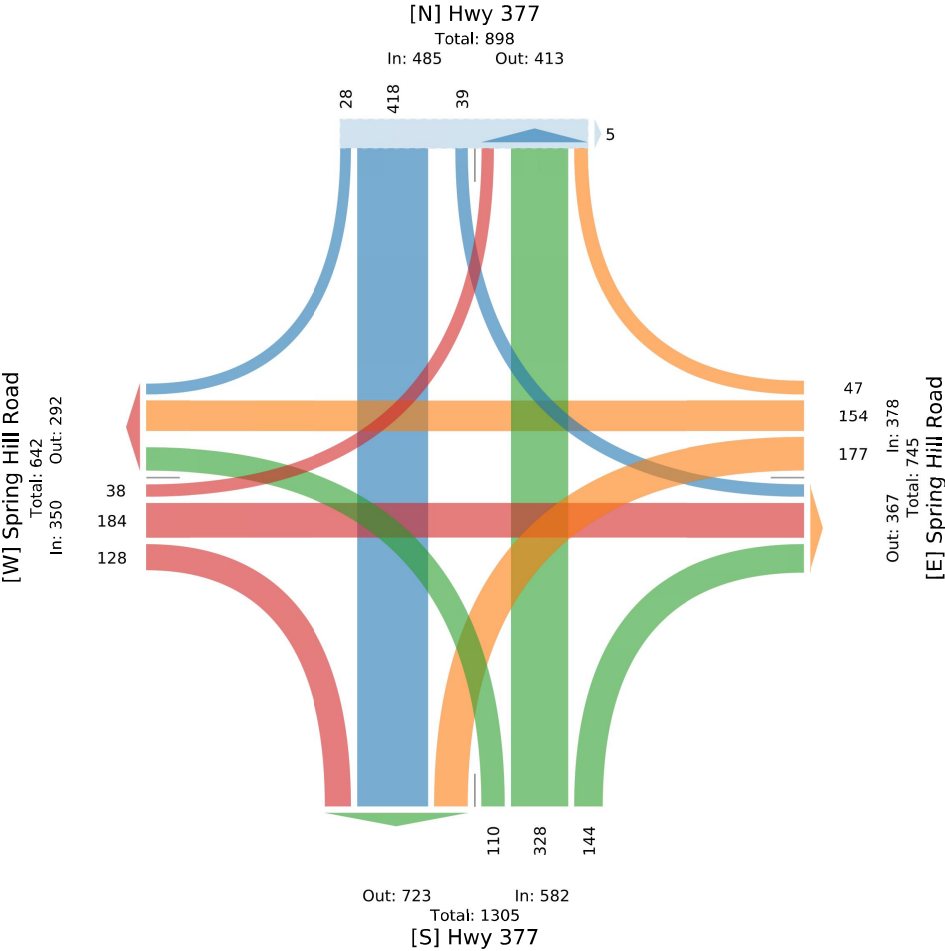
* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

1. Spring Road at Highway 377 - TMC

Wed Aug 24, 2022
AM Peak (7:15 AM - 8:15 AM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 978839, Location: 33.298682, -96.982754

CJ Hensch & Associates, Inc.

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



1. Spring Road at Highway 377 - TMC

Wed Aug 24, 2022
PM Peak (4:45 PM - 5:45 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 978839, Location: 33.298682, -96.982754

CJ Hensch & Associates, Inc.

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	Spring Hill Road Eastbound					Spring Hill Road Westbound					Hwy 377 Northbound					Hwy 377 Southbound					Int				
Time	L	T	R	U	App Ped*	L	T	R	U	App Ped*	L	T	R	U	App Ped*	L	T	R	U	App Ped*	Int				
2022-08-24 4:45PM	14	37	22	0	73	0	41	24	10	0	75	0	16	106	24	0	5	88	5	0	98	0	392		
5:00PM	11	35	40	0	86	0	51	34	16	0	101	0	8	118	46	0	8	97	12	0	117	0	476		
5:15PM	5	25	36	0	66	0	52	25	13	0	90	0	14	100	34	0	4	117	3	0	124	0	428		
5:30PM	14	29	20	0	63	0	45	29	12	0	86	0	14	128	21	0	4	104	12	0	120	0	432		
Total	44	126	118	0	288	0	189	112	51	0	352	0	52	452	125	0	21	406	32	0	459	0	1728		
% Approach	15.3%	43.8%	41.0%	0%	-	-	53.7%	31.8%	14.5%	0%	-	-	8.3%	71.9%	19.9%	0%	-	4.6%	88.5%	7.0%	0%	-	-	-	
% Total	2.5%	7.3%	6.8%	0%	16.7%	-	10.9%	6.3%	3.0%	0%	20.4%	-	3.0%	26.2%	7.2%	0%	36.4%	-	1.2%	23.5%	1.9%	0%	26.6%	-	-
PHF	0.786	0.851	0.738	-	0.837	-	0.909	0.824	0.797	-	0.871	-	0.813	0.883	0.679	-	0.914	-	0.656	0.868	0.667	-	0.925	-	0.908
Lights	44	122	117	0	283	-	185	112	44	0	341	-	50	435	123	0	608	-	21	398	29	0	448	-	1680
% Lighs	100%	96.8%	99.2%	0%	98.3%	-	97.9%	100%	86.3%	0%	96.9%	-	96.2%	96.2%	98.4%	0%	96.7%	-	100%	98.0%	90.6%	0%	97.6%	-	97.2%
Articulated Trucks	0	4	1	0	5	-	2	0	0	0	2	-	0	2	1	0	3	-	0	2	0	0	2	-	12
% Articulated Trucks	0%	3.2%	0.8%	0%	1.7%	-	1.1%	0%	0%	0%	0.6%	-	0%	0.4%	0.8%	0%	0.5%	-	0%	0.5%	0%	0%	0.4%	-	0.7%
Buses and Single-Unit Trucks	0	0	0	0	0	-	2	0	7	0	9	-	2	15	1	0	18	-	0	6	3	0	9	-	36
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	-	1.1%	0%	13.7%	0%	2.6%	-	3.8%	3.3%	0.8%	0%	2.9%	-	0%	1.5%	9.4%	0%	2.0%	-	2.1%
Pedestrians	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

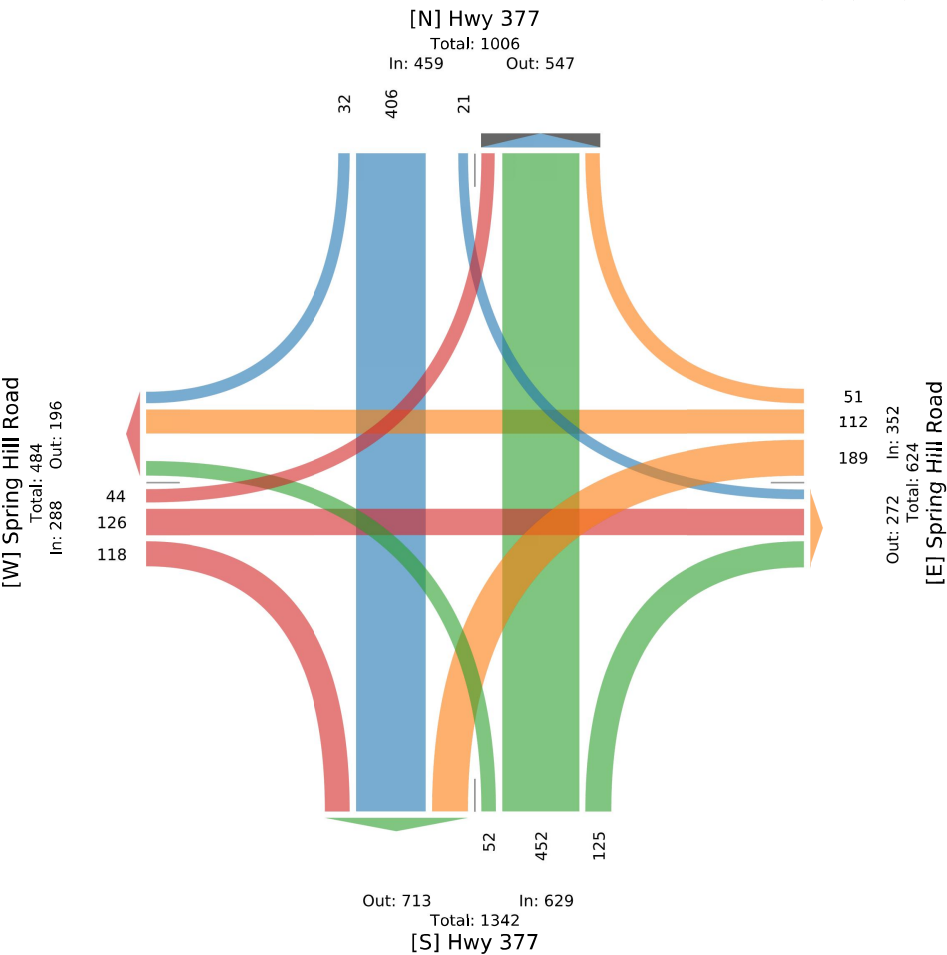
* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

1. Spring Road at Highway 377 - TMC

Wed Aug 24, 2022
PM Peak (4:45 PM - 5:45 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 978839, Location: 33.298682, -96.982754

CJ Hensch & Associates, Inc.

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



2. Spring Hill Road at Neubauer Ranch Road - TMC

Wed Aug 24, 2022

Full Length (6:30 AM-8:30 AM, 4:30 PM-6:30 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 978840, Location: 33.298623, -96.975062

CJ Hensch &
Associates, Inc.
Provided by: C. J. Hensch & Associates
Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	Spring Hill Road Eastbound					Spring Hill Road Westbound					Neubauer Ranch Road Northbound					
Time	T	R	U	App	Ped*	L	T	U	App	Ped*	L	R	U	App	Ped*	Int
2022-08-24 6:30AM	39	0	0	39	0	0	22	0	22	0	1	0	0	1	0	62
6:45AM	38	0	0	38	0	0	17	0	17	0	0	0	0	0	0	55
Hourly Total	77	0	0	77	0	0	39	0	39	0	1	0	0	1	0	117
7:00AM	38	0	0	38	0	0	33	0	33	0	1	0	0	1	0	72
7:15AM	47	0	0	47	0	0	52	0	52	0	0	0	0	0	0	99
7:30AM	34	0	0	34	0	0	66	0	66	0	3	1	0	4	0	104
7:45AM	55	2	0	57	0	0	73	0	73	0	1	0	0	1	0	131
Hourly Total	174	2	0	176	0	0	224	0	224	0	5	1	0	6	0	406
8:00AM	36	0	0	36	0	0	30	0	30	0	0	0	0	0	0	66
8:15AM	29	0	0	29	0	0	25	0	25	0	1	0	0	1	0	55
Hourly Total	65	0	0	65	0	0	55	0	55	0	1	0	0	1	0	121
4:30PM	37	1	0	38	0	0	42	0	42	0	1	1	0	2	0	82
4:45PM	53	5	0	58	0	0	40	0	40	0	2	1	0	3	0	101
Hourly Total	90	6	0	96	0	0	82	0	82	0	3	2	0	5	0	183
5:00PM	73	0	0	73	0	0	66	0	66	0	0	0	0	0	0	139
5:15PM	60	0	0	60	0	0	58	0	58	0	0	0	0	0	0	118
5:30PM	47	2	0	49	0	1	49	0	50	0	0	0	0	0	0	99
5:45PM	36	0	0	36	0	0	47	0	47	0	3	0	0	3	0	86
Hourly Total	216	2	0	218	0	1	220	0	221	0	3	0	0	3	0	442
6:00PM	38	1	0	39	0	0	46	0	46	0	1	0	0	1	0	86
6:15PM	28	1	0	29	0	0	26	0	26	0	1	0	0	1	0	56
Hourly Total	66	2	0	68	0	0	72	0	72	0	2	0	0	2	0	142
Total	688	12	0	700	0	1	692	0	693	0	15	3	0	18	0	1411
% Approach	98.3%	1.7%	0%	-	-	0.1%	99.9%	0%	-	-	83.3%	16.7%	0%	-	-	-
% Total	48.8%	0.9%	0%	49.6%	-	0.1%	49.0%	0%	49.1%	-	1.1%	0.2%	0%	1.3%	-	-
Lights	648	12	0	660	-	1	655	0	656	-	15	3	0	18	-	1334
% Lights	94.2%	100%	0%	94.3%	-	100%	94.7%	0%	94.7%	-	100%	100%	0%	100%	-	94.5%
Articulated Trucks	26	0	0	26	-	0	15	0	15	-	0	0	0	0	-	41
% Articulated Trucks	3.8%	0%	0%	3.7%	-	0%	2.2%	0%	2.2%	-	0%	0%	0%	0%	-	2.9%
Buses and Single-Unit Trucks	14	0	0	14	-	0	22	0	22	-	0	0	0	0	-	36
% Buses and Single-Unit Trucks	2.0%	0%	0%	2.0%	-	0%	3.2%	0%	3.2%	-	0%	0%	0%	0%	-	2.6%
Pedestrians	-	-	-	-	0	-	-	-	-	0	-	-	-	-	0	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	0	-	-	-	-	0	-
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

2. Spring Hill Road at Neubauer Ranch Road - TMC

Wed Aug 24, 2022

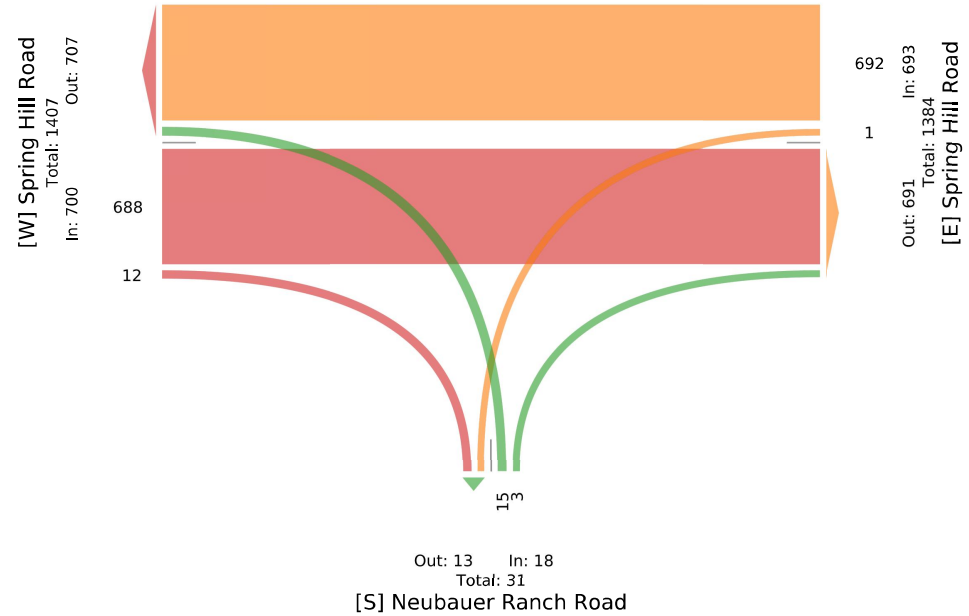
Full Length (6:30 AM-8:30 AM, 4:30 PM-6:30 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 978840, Location: 33.298623, -96.975062

CJ Hensch &
Associates, Inc.
Provided by: C. J. Hensch & Associates
Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



2. Spring Hill Road at Neubauer Ranch Road - TMC

Wed Aug 24, 2022

AM Peak (7 AM - 8 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 978840, Location: 33.298623, -96.975062



Provided by: C. J. Hensch & Associates, Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	Spring Hill Road Eastbound					Spring Hill Road Westbound					Neubauer Ranch Road Northbound					
Time	T	R	U	App	Ped*	L	T	U	App	Ped*	L	R	U	App	Ped*	Int
2022-08-24 7:00AM	38	0	0	38	0	0	33	0	33	0	1	0	0	1	0	72
7:15AM	47	0	0	47	0	0	52	0	52	0	0	0	0	0	0	99
7:30AM	34	0	0	34	0	0	66	0	66	0	3	1	0	4	0	104
7:45AM	55	2	0	57	0	0	73	0	73	0	1	0	0	1	0	131
Total	174	2	0	176	0	0	224	0	224	0	5	1	0	6	0	406
% Approach	98.9%	1.1%	0%	-	-	0%	100%	0%	-	-	83.3%	16.7%	0%	-	-	-
% Total	42.9%	0.5%	0%	43.3%	-	0%	55.2%	0%	55.2%	-	1.2%	0.2%	0%	1.5%	-	-
PHF	0.791	0.250	-	0.772	-	-	0.767	-	0.767	-	0.417	0.250	-	0.375	-	0.775
Lights	157	2	0	159	-	0	208	0	208	-	5	1	0	6	-	373
% Lights	90.2%	100%	0%	90.3%	-	0%	92.9%	0%	92.9%	-	100%	100%	0%	100%	-	91.9%
Articulated Trucks	11	0	0	11	-	0	7	0	7	-	0	0	0	0	-	18
% Articulated Trucks	6.3%	0%	0%	6.3%	-	0%	3.1%	0%	3.1%	-	0%	0%	0%	0%	-	4.4%
Buses and Single-Unit Trucks	6	0	0	6	-	0	9	0	9	-	0	0	0	0	-	15
% Buses and Single-Unit Trucks	3.4%	0%	0%	3.4%	-	0%	4.0%	0%	4.0%	-	0%	0%	0%	0%	-	3.7%
Pedestrians	-	-	-	-	0	-	-	-	-	0	-	-	-	-	0	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	0	-	-	-	-	0	-
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

2. Spring Hill Road at Neubauer Ranch Road - TMC

Wed Aug 24, 2022

AM Peak (7 AM - 8 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

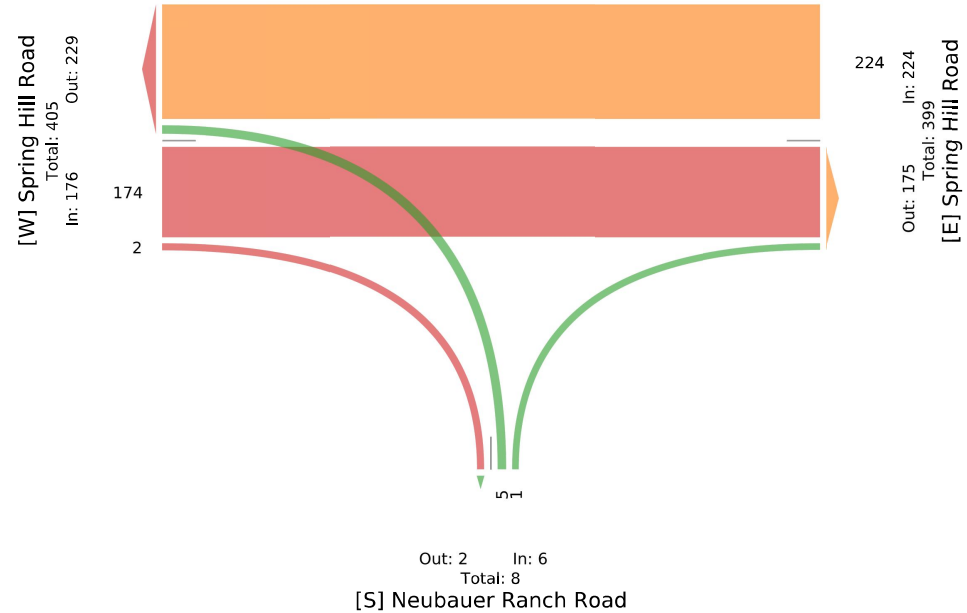
All Movements

ID: 978840, Location: 33.298623, -96.975062



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5215 Sycamore Ave.,
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2. Spring Hill Road at Neubauer Ranch Road - TMC

Wed Aug 24, 2022
PM Peak (4:45 PM - 5:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 978840, Location: 33.298623, -96.975062

CJ Hensch & Associates, Inc.
Provided by: C. J. Hensch & Associates, Inc.
5215 Sycamore Ave., Pasadena, TX, 77503, US

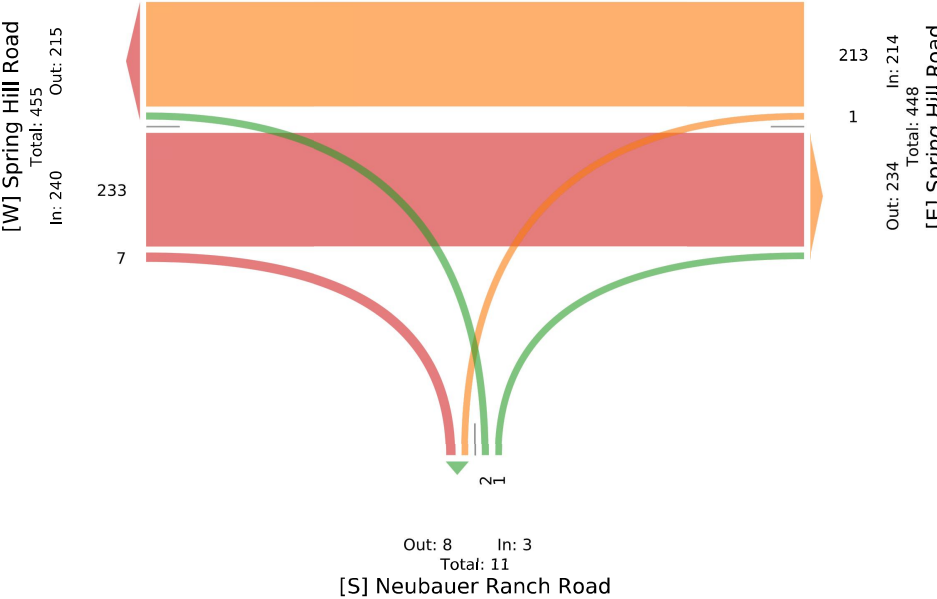
Leg Direction	Spring Hill Road Eastbound					Spring Hill Road Westbound					Neubauer Ranch Road Northbound					
Time	T	R	U	App	Ped*	L	T	U	App	Ped*	L	R	U	App	Ped*	Int
2022-08-24 4:45PM	53	5	0	58	0	0	40	0	40	0	2	1	0	3	0	101
5:00PM	73	0	0	73	0	0	66	0	66	0	0	0	0	0	0	139
5:15PM	60	0	0	60	0	0	58	0	58	0	0	0	0	0	0	118
5:30PM	47	2	0	49	0	1	49	0	50	0	0	0	0	0	0	99
Total	233	7	0	240	0	1	213	0	214	0	2	1	0	3	0	457
% Approach	97.1%	2.9%	0%	-	-	0.5%	99.5%	0%	-	-	66.7%	33.3%	0%	-	-	-
% Total	51.0%	1.5%	0%	52.5%	-	0.2%	46.6%	0%	46.8%	-	0.4%	0.2%	0%	0.7%	-	-
PHF	0.798	0.350	-	0.822	-	0.250	0.807	-	0.811	-	0.250	0.250	-	0.250	-	0.822
Lights	227	7	0	234	-	1	202	0	203	-	2	1	0	3	-	440
% Lights	97.4%	100%	0%	97.5%	-	100%	94.8%	0%	94.9%	-	100%	100%	0%	100%	-	96.3%
Articulated Trucks	5	0	0	5	-	0	1	0	1	-	0	0	0	0	-	6
% Articulated Trucks	2.1%	0%	0%	2.1%	-	0%	0.5%	0%	0.5%	-	0%	0%	0%	0%	-	1.3%
Buses and Single-Unit Trucks	1	0	0	1	-	0	10	0	10	-	0	0	0	0	-	11
% Buses and Single-Unit Trucks	0.4%	0%	0%	0.4%	-	0%	4.7%	0%	4.7%	-	0%	0%	0%	0%	-	2.4%
Pedestrians	-	-	-	-	0	-	-	-	-	0	-	-	-	-	0	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	0	-	-	-	-	0	-
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

2. Spring Hill Road at Neubauer Ranch Road - TMC

Wed Aug 24, 2022
PM Peak (4:45 PM - 5:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 978840, Location: 33.298623, -96.975062

CJ Hensch & Associates, Inc.
Provided by: C. J. Hensch & Associates, Inc.
5215 Sycamore Ave., Pasadena, TX, 77503, US



3. Hwy 377 at De Moya Lane - TMC

Wed Aug 24, 2022

Full Length (6:30 AM-8:30 AM, 4:30 PM-6:30 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 978841, Location: 33.303608, -96.979867



Provided by: C. J. Hensch & Associates
Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction Time	Hwy 377 Eastbound					De Moya Lane Northbound					Hwy 377 Southbound					Int
	L	R	U	App	Ped*	L	T	U	App	Ped*	T	R	U	App	Ped*	
2022-08-24 6:30AM	1	6	0	7	0	3	43	0	46	0	92	2	0	94	0	147
6:45AM	0	5	0	5	0	5	55	0	60	0	104	2	0	106	0	171
Hourly Total	1	11	0	12	0	8	98	0	106	0	196	4	0	200	0	318
7:00AM	2	6	0	8	0	3	83	0	86	0	86	0	0	86	0	180
7:15AM	1	5	0	6	0	16	88	0	104	0	98	1	0	99	0	209
7:30AM	2	7	1	10	0	20	92	0	112	0	112	3	0	115	0	237
7:45AM	4	8	0	12	0	11	104	0	115	0	129	0	0	129	0	256
Hourly Total	9	26	1	36	0	50	367	0	417	0	425	4	0	429	0	882
8:00AM	2	1	0	3	0	2	70	0	72	0	116	0	0	116	0	191
8:15AM	3	3	0	6	0	4	80	0	84	0	99	0	0	99	0	189
Hourly Total	5	4	0	9	0	6	150	0	156	0	215	0	0	215	0	380
4:30PM	4	1	0	5	0	2	116	0	118	0	82	1	0	83	0	206
4:45PM	3	2	0	5	0	4	128	0	132	0	98	2	0	100	0	237
Hourly Total	7	3	0	10	0	6	244	0	250	0	180	3	0	183	0	443
5:00PM	3	2	0	5	0	3	127	0	130	0	113	3	0	116	0	251
5:15PM	2	4	0	6	0	3	116	0	119	0	123	1	0	124	0	249
5:30PM	6	3	0	9	0	1	150	0	151	0	106	3	0	109	0	269
5:45PM	2	3	0	5	0	6	133	0	139	0	88	1	0	89	0	233
Hourly Total	13	12	0	25	0	13	526	0	539	0	430	8	0	438	0	1002
6:00PM	2	2	0	4	0	3	117	0	120	0	101	2	0	103	0	227
6:15PM	0	2	0	2	0	5	118	0	123	0	99	0	0	99	0	224
Hourly Total	2	4	0	6	0	8	235	0	243	0	200	2	0	202	0	451
Total	37	60	1	98	0	91	1620	0	1711	0	1646	21	0	1667	0	3476
% Approach	37.8%	61.2%	1.0%	-	-	5.3%	94.7%	0%	-	-	98.7%	1.3%	0%	-	-	-
% Total	1.1%	1.7%	0%	2.8%	-	2.6%	46.6%	0%	49.2%	-	47.4%	0.6%	0%	48.0%	-	-
Lights	35	59	1	95	-	88	1549	0	1637	-	1577	19	0	1596	-	3328
% Lights	94.6%	98.3%	100%	96.9%	-	96.7%	95.6%	0%	95.7%	-	95.8%	90.5%	0%	95.7%	-	95.7%
Articulated Trucks	0	0	0	0	-	0	9	0	9	-	17	0	0	17	-	26
% Articulated Trucks	0%	0%	0%	0%	-	0%	0.6%	0%	0.5%	-	1.0%	0%	0%	1.0%	-	0.7%
Buses and Single-Unit Trucks	2	1	0	3	-	3	62	0	65	-	52	2	0	54	-	122
% Buses and Single-Unit Trucks	5.4%	1.7%	0%	3.1%	-	3.3%	3.8%	0%	3.8%	-	3.2%	9.5%	0%	3.2%	-	3.5%
Pedestrians	-	-	-	-	0	-	-	-	-	0	-	-	-	-	0	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	0	-	-	-	-	0	-
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

3. Hwy 377 at De Moya Lane - TMC

Wed Aug 24, 2022

Full Length (6:30 AM-8:30 AM, 4:30 PM-6:30 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

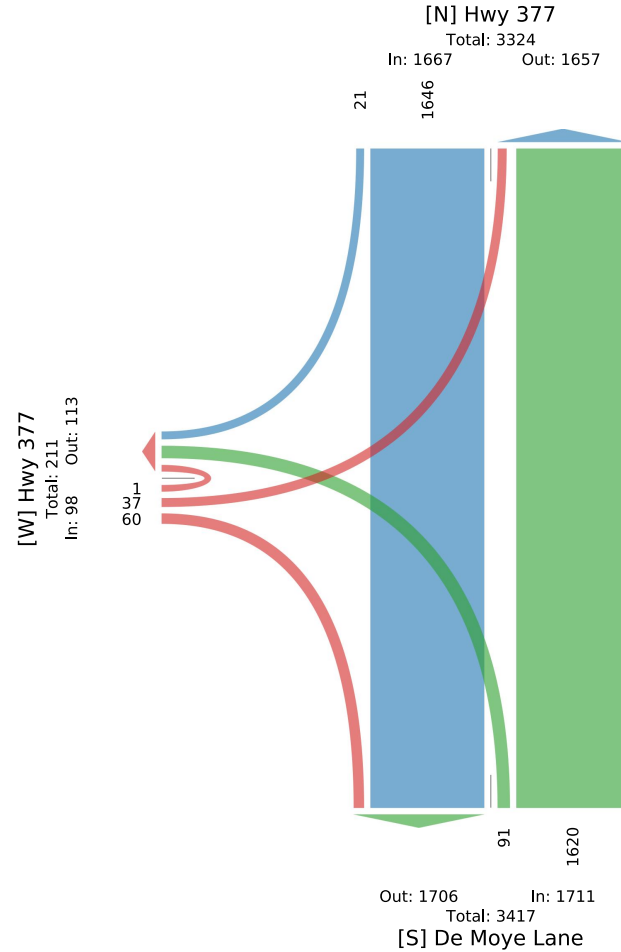
All Movements

ID: 978841, Location: 33.303608, -96.979867



Provided by: C. J. Hensch & Associates
Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US



3. Hwy 377 at De Moya Lane - TMC

Wed Aug 24, 2022

AM Peak (7:15 AM - 8:15 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 978841, Location: 33.303608, -96.979867

Provided by: C. J. Hensch & Associates

Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	Hwy 377 Eastbound					De Moya Lane Northbound					Hwy 377 Southbound					
Time	L	R	U	App	Ped*	L	T	U	App	Ped*	T	R	U	App	Ped*	Int
2022-08-24 7:15AM	1	5	0	6	0	16	88	0	104	0	98	1	0	99	0	209
7:30AM	2	7	1	10	0	20	92	0	112	0	112	3	0	115	0	237
7:45AM	4	8	0	12	0	11	104	0	115	0	129	0	0	129	0	256
8:00AM	2	1	0	3	0	2	70	0	72	0	116	0	0	116	0	191
Total	9	21	1	31	0	49	354	0	403	0	455	4	0	459	0	893
% Approach	29.0%	67.7%	3.2%	-	-	12.2%	87.8%	0%	-	-	99.1%	0.9%	0%	-	-	-
% Total	1.0%	2.4%	0.1%	3.5%	-	5.5%	39.6%	0%	45.1%	-	51.0%	0.4%	0%	51.4%	-	-
PHF	0.563	0.656	0.250	0.646	-	0.613	0.851	-	0.876	-	0.882	0.333	-	0.890	-	0.872
Lights	7	21	1	29	-	47	332	0	379	-	430	4	0	434	-	842
% Lights	77.8%	100%	100%	93.5%	-	95.9%	93.8%	0%	94.0%	-	94.5%	100%	0%	94.6%	-	94.3%
Articulated Trucks	0	0	0	0	-	0	3	0	3	-	7	0	0	7	-	10
% Articulated Trucks	0%	0%	0%	0%	-	0%	0.8%	0%	0.7%	-	1.5%	0%	0%	1.5%	-	1.1%
Buses and Single-Unit Trucks	2	0	0	2	-	2	19	0	21	-	18	0	0	18	-	41
% Buses and Single-Unit Trucks	22.2%	0%	0%	6.5%	-	4.1%	5.4%	0%	5.2%	-	4.0%	0%	0%	3.9%	-	4.6%
Pedestrians	-	-	-	-	0	-	-	-	-	0	-	-	-	-	-	0
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	0	-	-	-	-	-	0
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

3. Hwy 377 at De Moya Lane - TMC

Wed Aug 24, 2022

AM Peak (7:15 AM - 8:15 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

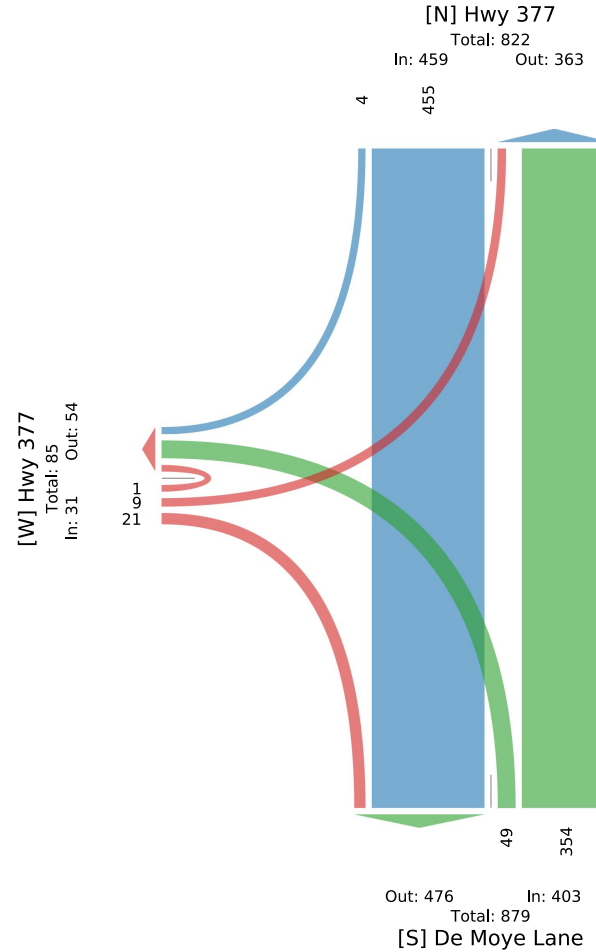
All Movements

ID: 978841, Location: 33.303608, -96.979867

Provided by: C. J. Hensch & Associates

Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US



3. Hwy 377 at De Moya Lane - TMC

Wed Aug 24, 2022
PM Peak (4:45 PM - 5:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 978841, Location: 33.303608, -96.979867

CJ Hensch & Associates, Inc.

Provided by: C. J. Hensch & Associates, Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	Hwy 377 Eastbound					De Moya Lane Northbound					Hwy 377 Southbound					Int
	L	R	U	App	Ped*	L	T	U	App	Ped*	T	R	U	App	Ped*	
Time																
2022-08-24 4:45PM	3	2	0	5	0	4	128	0	132	0	98	2	0	100	0	237
5:00PM	3	2	0	5	0	3	127	0	130	0	113	3	0	116	0	251
5:15PM	2	4	0	6	0	3	116	0	119	0	123	1	0	124	0	249
5:30PM	6	3	0	9	0	1	150	0	151	0	106	3	0	109	0	269
Total	14	11	0	25	0	11	521	0	532	0	440	9	0	449	0	1006
% Approach	56.0%	44.0%	0%	-	-	2.1%	97.9%	0%	-	-	98.0%	2.0%	0%	-	-	-
% Total	1.4%	1.1%	0%	2.5%	-	1.1%	51.8%	0%	52.9%	-	43.7%	0.9%	0%	44.6%	-	-
PHF	0.583	0.688	-	0.694	-	0.688	0.868	-	0.881	-	0.894	0.750	-	0.905	-	0.935
Lights	14	11	0	25	-	10	497	0	507	-	429	9	0	438	-	970
% Lights	100%	100%	0%	100%	-	90.9%	95.4%	0%	95.3%	-	97.5%	100%	0%	97.6%	-	96.4%
Articulated Trucks	0	0	0	0	-	0	2	0	2	-	2	0	0	2	-	4
% Articulated Trucks	0%	0%	0%	0%	-	0%	0.4%	0%	0.4%	-	0.5%	0%	0%	0.4%	-	0.4%
Buses and Single-Unit Trucks	0	0	0	0	-	1	22	0	23	-	9	0	0	9	-	32
% Buses and Single-Unit Trucks	0%	0%	0%	0%	-	9.1%	4.2%	0%	4.3%	-	2.0%	0%	0%	2.0%	-	3.2%
Pedestrians	-	-	-	-	0	-	-	-	-	0	-	-	-	-	-	0
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	0	-	-	-	-	-	0
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

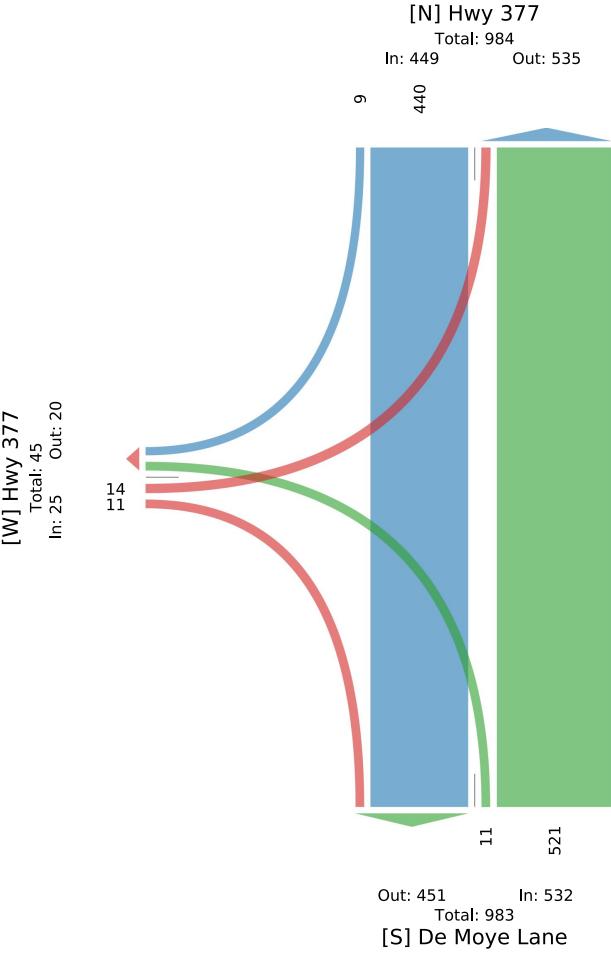
* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

3. Hwy 377 at De Moya Lane - TMC

Wed Aug 24, 2022
PM Peak (4:45 PM - 5:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 978841, Location: 33.303608, -96.979867

CJ Hensch & Associates, Inc.

Provided by: C. J. Hensch & Associates, Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



4. Hwy 377 at Blackjack Road - TMC

Wed Aug 24, 2022

Full Length (6:30 AM-8:30 AM, 4:30 PM-6:30 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 978842, Location: 33.311427, -96.975261

CJ Hensch & Associates, Inc.
Provided by: C. J. Hensch & Associates, Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	Blackjack Road Eastbound					Blackjack Road Westbound					Hwy 377 Northbound					Hwy 377 Southbound									
Time	L	T	R	U	App Ped*	L	T	R	U	App Ped*	L	T	R	U	App Ped*	L	T	R	U	App Ped*	Int				
2022-08-24 6:30AM	0	2	0	0	2	0	6	1	3	0	10	0	0	31	5	0	36	0	4	79	0	83	0	131	
6:45AM	0	3	0	0	3	0	6	2	3	0	11	0	0	45	5	0	50	0	4	90	0	94	0	158	
Hourly Total	0	5	0	0	5	0	12	3	6	0	21	0	0	76	10	0	86	0	8	169	0	177	0	289	
7:00AM	0	2	0	0	2	0	7	2	3	0	12	0	0	70	6	0	76	0	6	73	0	79	0	169	
7:15AM	0	1	0	0	1	0	9	6	3	0	18	0	0	70	8	0	78	0	5	89	0	94	0	191	
7:30AM	3	3	0	0	6	0	8	3	9	0	20	0	1	72	15	0	88	0	12	102	0	114	0	228	
7:45AM	1	9	0	0	10	0	7	9	4	0	20	0	0	82	13	0	95	0	9	111	0	120	0	245	
Hourly Total	4	15	0	0	19	0	31	20	19	0	70	0	1	294	42	0	337	0	32	375	0	407	0	833	
8:00AM	0	5	0	0	5	0	3	2	3	0	8	0	0	61	7	0	68	0	8	114	1	123	0	204	
8:15AM	0	3	0	0	3	0	4	3	4	0	11	0	0	76	5	0	81	0	3	83	1	87	0	182	
Hourly Total	0	8	0	0	8	0	7	5	7	0	19	0	0	137	12	0	149	0	11	197	2	210	0	386	
4:30PM	0	1	0	0	1	0	12	9	15	0	36	0	0	109	4	0	113	0	6	70	0	76	0	226	
4:45PM	0	3	1	0	4	0	5	2	3	0	10	0	0	112	9	0	121	0	4	82	0	86	0	221	
Hourly Total	0	4	1	0	5	0	17	11	18	0	46	0	0	221	13	0	234	0	10	152	0	162	0	447	
5:00PM	3	2	0	0	5	0	7	2	4	0	13	0	0	114	6	0	120	0	3	105	1	109	0	247	
5:15PM	0	4	0	0	4	0	10	3	7	0	20	0	0	105	7	0	112	0	4	103	0	107	0	243	
5:30PM	1	4	0	0	5	0	5	3	3	0	11	0	0	121	11	0	132	0	9	98	0	107	0	255	
5:45PM	0	4	0	0	4	0	8	3	4	0	15	0	0	109	7	0	116	0	6	78	0	84	0	219	
Hourly Total	4	14	0	0	18	0	30	11	18	0	59	0	0	449	31	0	480	0	22	384	1	407	0	964	
6:00PM	1	2	0	0	3	0	11	3	8	0	22	0	0	104	5	0	109	0	8	92	2	102	0	236	
6:15PM	0	3	0	0	3	0	10	1	8	0	19	0	0	108	4	0	112	0	2	86	0	88	0	222	
Hourly Total	1	5	0	0	6	0	21	4	16	0	41	0	0	212	9	0	221	0	10	178	2	190	0	458	
Total	9	51	1	0	61	0	118	54	84	0	256	0	1	1389	117	0	1507	0	93	1455	5	1553	0	3377	
% Approach	14.8%	83.6%	1.6%	0%	-	-	46.1%	21.1%	32.8%	0%	-	-	0.1%	92.2%	7.8%	0%	-	-	6.0%	93.7%	0.3%	0%	-	-	
% Total	0.3%	1.5%	0%	0%	1.8%	-	3.5%	1.6%	2.5%	0%	7.6%	-	0%	41.1%	3.5%	0%	44.6%	-	2.8%	43.1%	0.1%	0%	46.0%	-	
Lights	9	51	1	0	61	-	112	54	83	0	249	-	1	1347	113	0	1461	-	91	1400	5	1496	-	3267	
% Lights	100%	100%	100%	0%	100%	-	94.9%	100%	98.8%	0%	97.3%	-	100%	97.0%	96.6%	0%	96.9%	-	97.8%	96.2%	100%	0%	96.3%	-	96.7%
Articulated Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	8	1	0	9	-	0	16	0	16	-	25	
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0.6%	0.9%	0%	0.6%	-	0%	1.1%	0%	0%	1.0%	-	0.7%
Buses and Single-Unit Trucks	0	0	0	0	0	-	6	0	1	0	7	-	0	34	3	0	37	-	2	39	0	41	-	85	
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	-	5.1%	0%	1.2%	0%	2.7%	-	0%	2.4%	2.6%	0%	2.5%	-	2.2%	2.7%	0%	0%	2.6%	-	2.5%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

4. Hwy 377 at Blackjack Road - TMC

Wed Aug 24, 2022

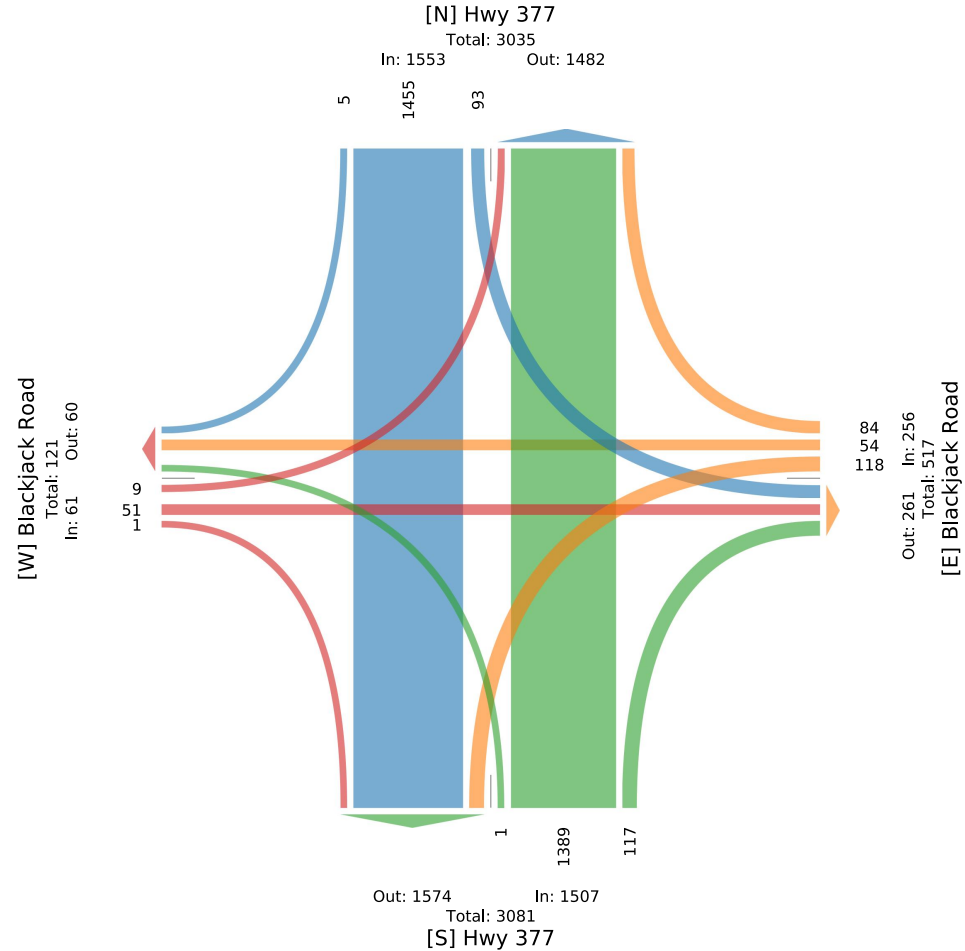
Full Length (6:30 AM-8:30 AM, 4:30 PM-6:30 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 978842, Location: 33.311427, -96.975261

CJ Hensch & Associates, Inc.
Provided by: C. J. Hensch & Associates, Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



4. Hwy 377 at Blackjack Road - TMC

Wed Aug 24, 2022

AM Peak (7:15 AM - 8:15 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 978842, Location: 33.311427, -96.975261



Provided by: C. J. Hensch & Associates
Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	Blackjack Road Eastbound					Blackjack Road Westbound					Hwy 377 Northbound					Hwy 377 Southbound									
Time	L	T	R	U	App Ped*	L	T	R	U	App Ped*	L	T	R	U	App Ped*	L	T	R	U	App Ped*	Int				
2022-08-24 7:15AM	0	1	0	0	1	0	9	6	3	0	18	0	0	70	8	0	78	0	5	89	0	0	191		
7:30AM	3	3	0	0	6	0	8	3	9	0	20	0	1	72	15	0	88	0	12	102	0	0	228		
7:45AM	1	9	0	0	10	0	7	9	4	0	20	0	0	82	13	0	95	0	9	111	0	0	245		
8:00AM	0	5	0	0	5	0	3	2	3	0	8	0	0	61	7	0	68	0	8	114	1	0	123		
Total	4	18	0	0	22	0	27	20	19	0	66	0	1	285	43	0	329	0	34	416	1	0	868		
% Approach	18.2%	81.8%	0%	0%	-	-	40.9%	30.3%	28.8%	0%	-	-	0.3%	86.6%	13.1%	0%	-	-	7.5%	92.2%	0.2%	0%	-	-	
% Total	0.5%	2.1%	0%	0%	2.5%	-	3.1%	2.3%	2.2%	0%	7.6%	-	0.1%	32.8%	5.0%	0%	37.9%	-	3.9%	47.9%	0.1%	0%	52.0%	-	
PHF	0.333	0.500	-	-	0.550	-	0.750	0.556	0.528	-	0.825	-	0.250	0.869	0.717	-	0.866	-	0.708	0.912	0.250	-	0.917	-	0.886
Lights	4	18	0	0	22	-	25	20	19	0	64	-	1	270	43	0	314	-	34	392	1	0	427	-	827
% Lights	100%	100%	0%	0%	100%	-	92.6%	100%	100%	0%	97.0%	-	100%	94.7%	100%	0%	95.4%	-	100%	94.2%	100%	0%	94.7%	-	95.3%
Articulated Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	5	0	0	5	-	0	7	0	0	7	-	12
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	1.8%	0%	0%	1.5%	-	0%	1.7%	0%	0%	1.6%	-	1.4%
Buses and Single-Unit Trucks	0	0	0	0	0	-	2	0	0	0	2	-	0	10	0	0	10	-	0	17	0	0	17	-	25
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	-	7.4%	0%	0%	0%	3.0%	-	0%	3.5%	0%	0%	3.0%	-	0%	4.1%	0%	0%	3.8%	-	3.3%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

4. Hwy 377 at Blackjack Road - TMC

Wed Aug 24, 2022

AM Peak (7:15 AM - 8:15 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

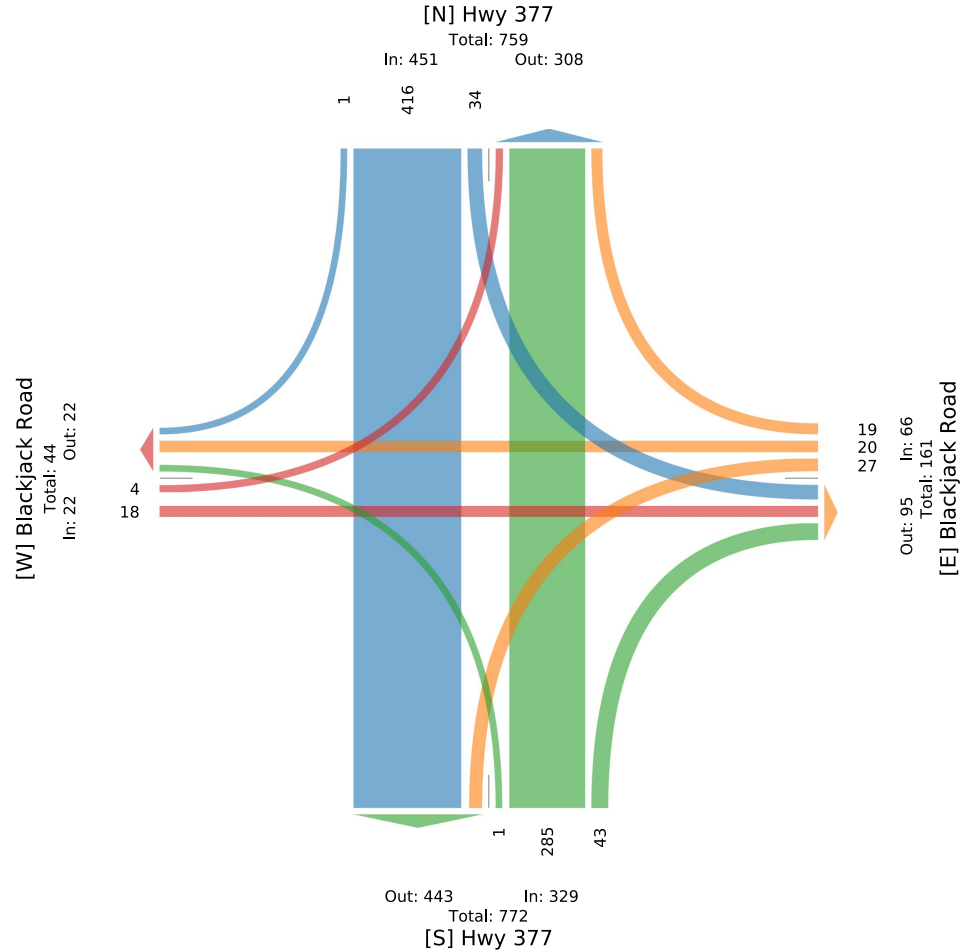
All Movements

ID: 978842, Location: 33.311427, -96.975261



Provided by: C. J. Hensch & Associates
Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US



4. Hwy 377 at Blackjack Road - TMC

Wed Aug 24, 2022
PM Peak (4:45 PM - 5:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 978842, Location: 33.311427, -96.975261

CJ Hensch Associates, Inc.

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	Blackjack Road Eastbound					Blackjack Road Westbound					Hwy 377 Northbound					Hwy 377 Southbound									
Time	L	T	R	U	App Ped*	L	T	R	U	App Ped*	L	T	R	U	App Ped*	L	T	R	U	App Ped*	Int				
2022-08-24 4:45PM	0	3	1	0	4	0	5	2	3	0	10	0	0	112	9	0	4	82	0	0	86	0	221		
5:00PM	3	2	0	0	5	0	7	2	4	0	13	0	0	114	6	0	3	105	1	0	109	0	247		
5:15PM	0	4	0	0	4	0	10	3	7	0	20	0	0	105	7	0	4	103	0	0	107	0	243		
5:30PM	1	4	0	0	5	0	5	3	3	0	11	0	0	121	11	0	9	98	0	0	107	0	255		
Total	4	13	1	0	18	0	27	10	17	0	54	0	0	452	33	0	20	388	1	0	409	0	966		
% Approach	22.2%	72.2%	5.6%	0%	-	-	50.0%	18.5%	31.5%	0%	-	-	0%	93.2%	6.8%	0%	-	4.9%	94.9%	0.2%	0%	-	-		
% Total	0.4%	1.3%	0.1%	0%	1.9%	-	2.8%	1.0%	1.8%	0%	5.6%	-	0%	46.8%	3.4%	0%	50.2%	2.1%	40.2%	0.1%	0%	42.3%	-		
PHF	0.333	0.813	0.250	-	0.900	-	0.675	0.833	0.607	-	0.675	-	-	0.934	0.750	-	0.919	0.556	0.924	0.250	-	0.938	0.947		
Lights	4	13	1	0	18	-	26	10	17	0	53	-	0	445	33	0	478	-	20	376	1	0	397	-	946
% Lights	100%	100%	100%	0%	100%	-	96.3%	100%	100%	0%	98.1%	-	0%	98.5%	100%	0%	98.6%	-	100%	96.9%	100%	0%	97.1%	-	97.9%
Articulated Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	2	0	0	2	-	0	2	0	0	2	-	4
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0.4%	0%	0%	0.4%	-	0%	0.5%	0%	0%	0.5%	-	0.4%
Buses and Single-Unit Trucks	0	0	0	0	0	-	1	0	0	0	1	-	0	5	0	0	5	-	0	10	0	0	10	-	16
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	-	3.7%	0%	0%	0%	1.9%	-	0%	1.1%	0%	0%	1.0%	-	0%	2.6%	0%	0%	2.4%	-	1.7%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

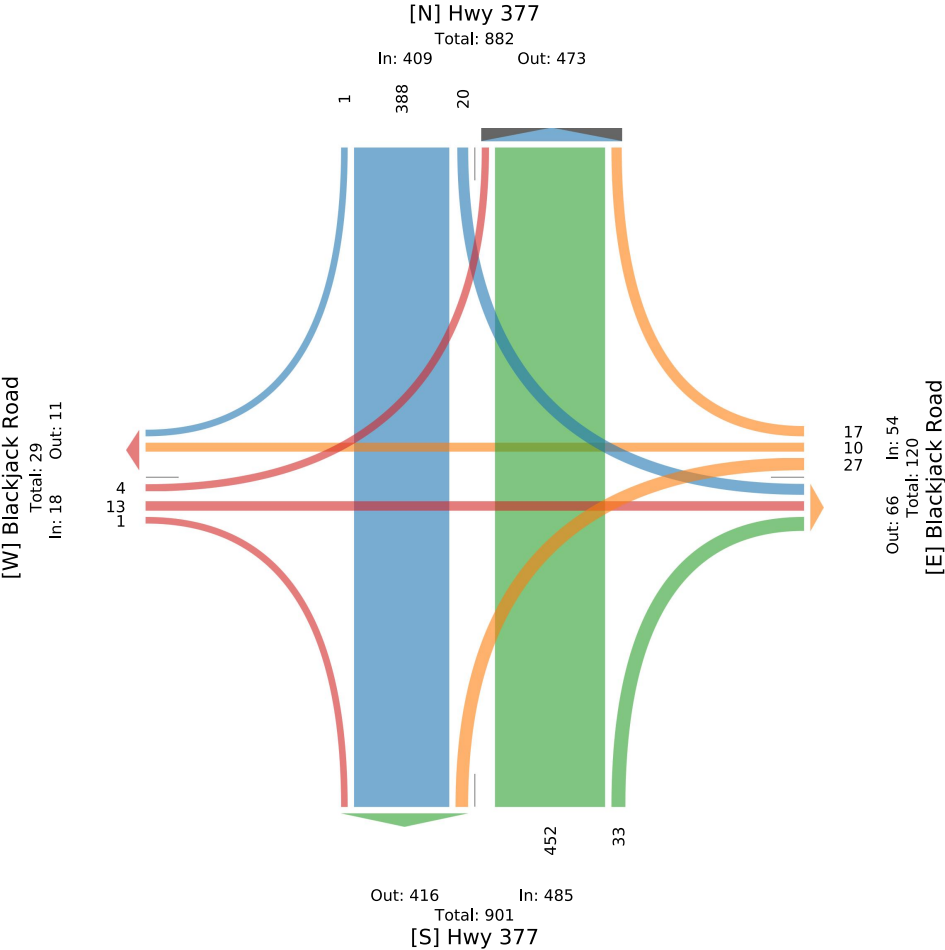
* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

4. Hwy 377 at Blackjack Road - TMC

Wed Aug 24, 2022
PM Peak (4:45 PM - 5:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 978842, Location: 33.311427, -96.975261

CJ Hensch Associates, Inc.

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

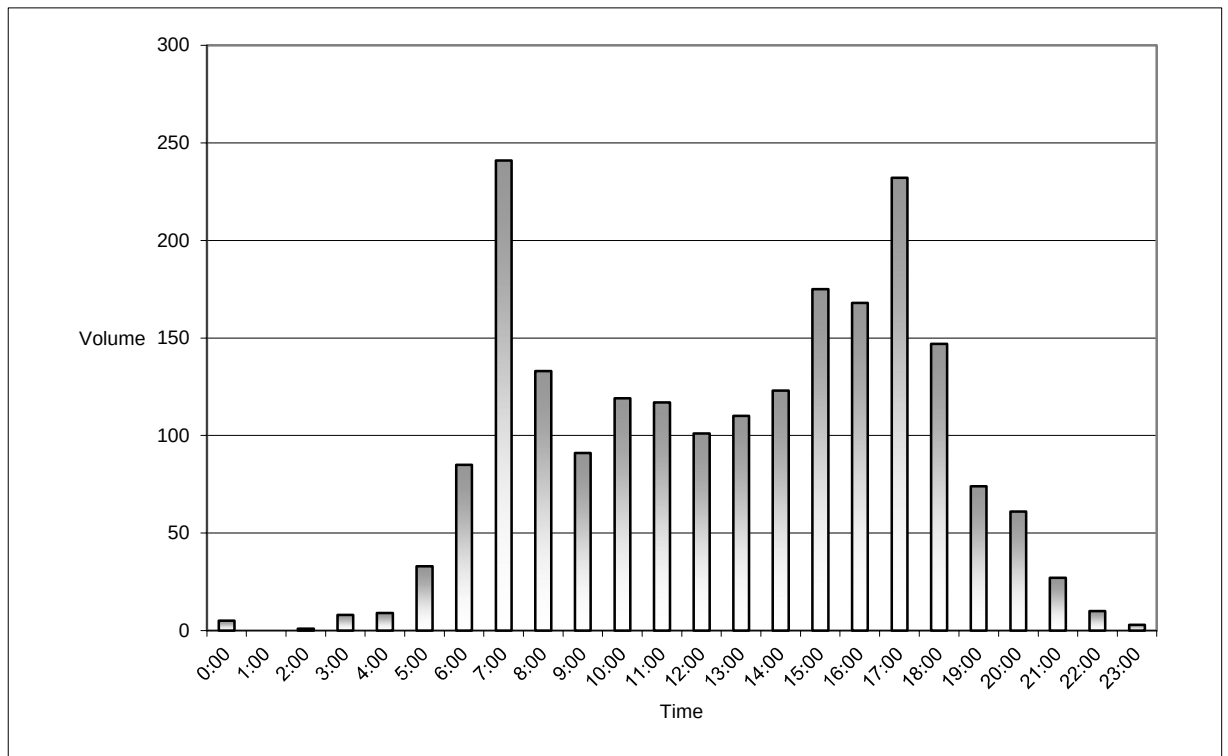


EB Spring Hill Road East of Highway 377

Date Began:
8/24/2022

TIME	0:00	0:15	0:30	0:45	Total
0:00	0	0	1	4	5
1:00	0	0	0	0	0
2:00	0	1	0	0	1
3:00	6	1	0	1	8
4:00	0	0	1	8	9
5:00	4	0	9	20	33
6:00	14	29	22	20	85
7:00	38	52	69	82	241
8:00	33	32	33	35	133
9:00	20	23	20	28	91
10:00	20	26	36	37	119
11:00	28	22	31	36	117
12:00	9	41	24	27	101
13:00	28	30	20	32	110
14:00	35	20	34	34	123
15:00	38	43	48	46	175
16:00	42	36	40	50	168
17:00	65	50	62	55	232
18:00	42	32	42	31	147
19:00	22	26	19	7	74
20:00	23	17	13	8	61
21:00	11	4	8	4	27
22:00	2	4	2	2	10
23:00	1	1	0	1	3
TOTAL:					2073

The A.M. peak hour from 7:00 to 7:59 is 241
The P.M. peak hour from 17:00 to 17:59 is 232

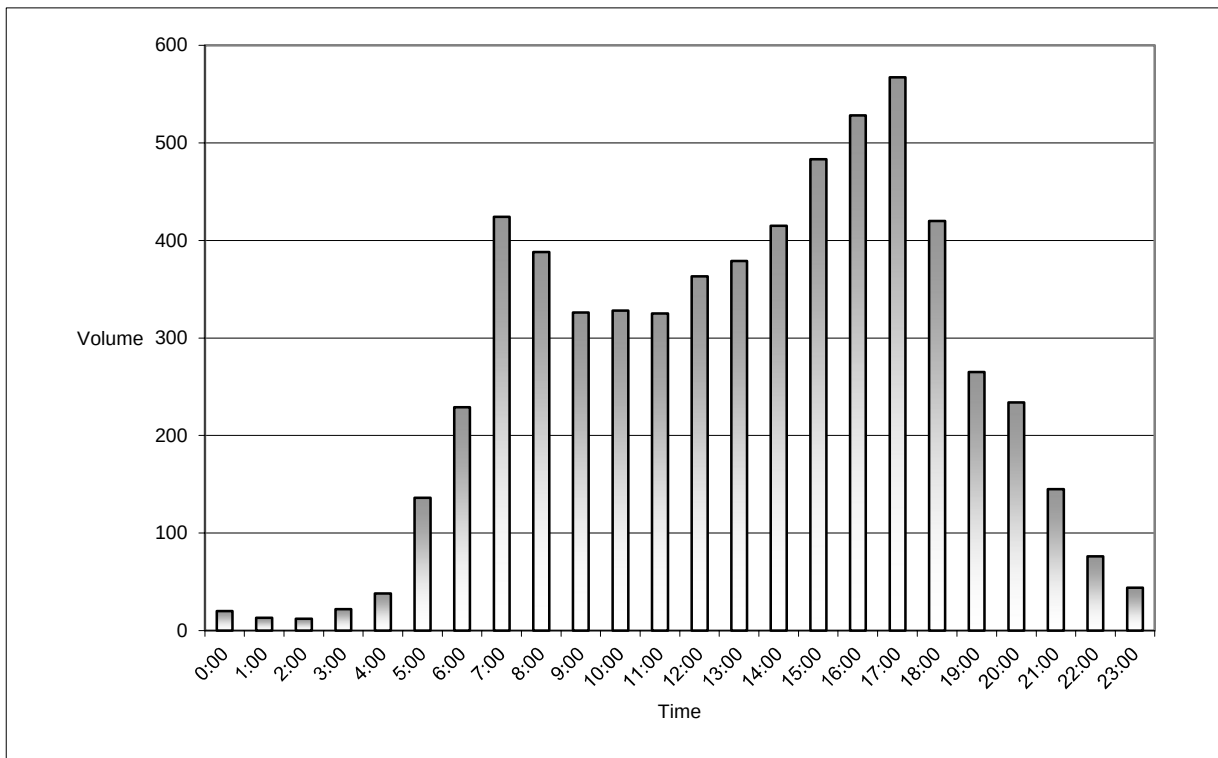


NB Highway 377 North of Spring Hill Road

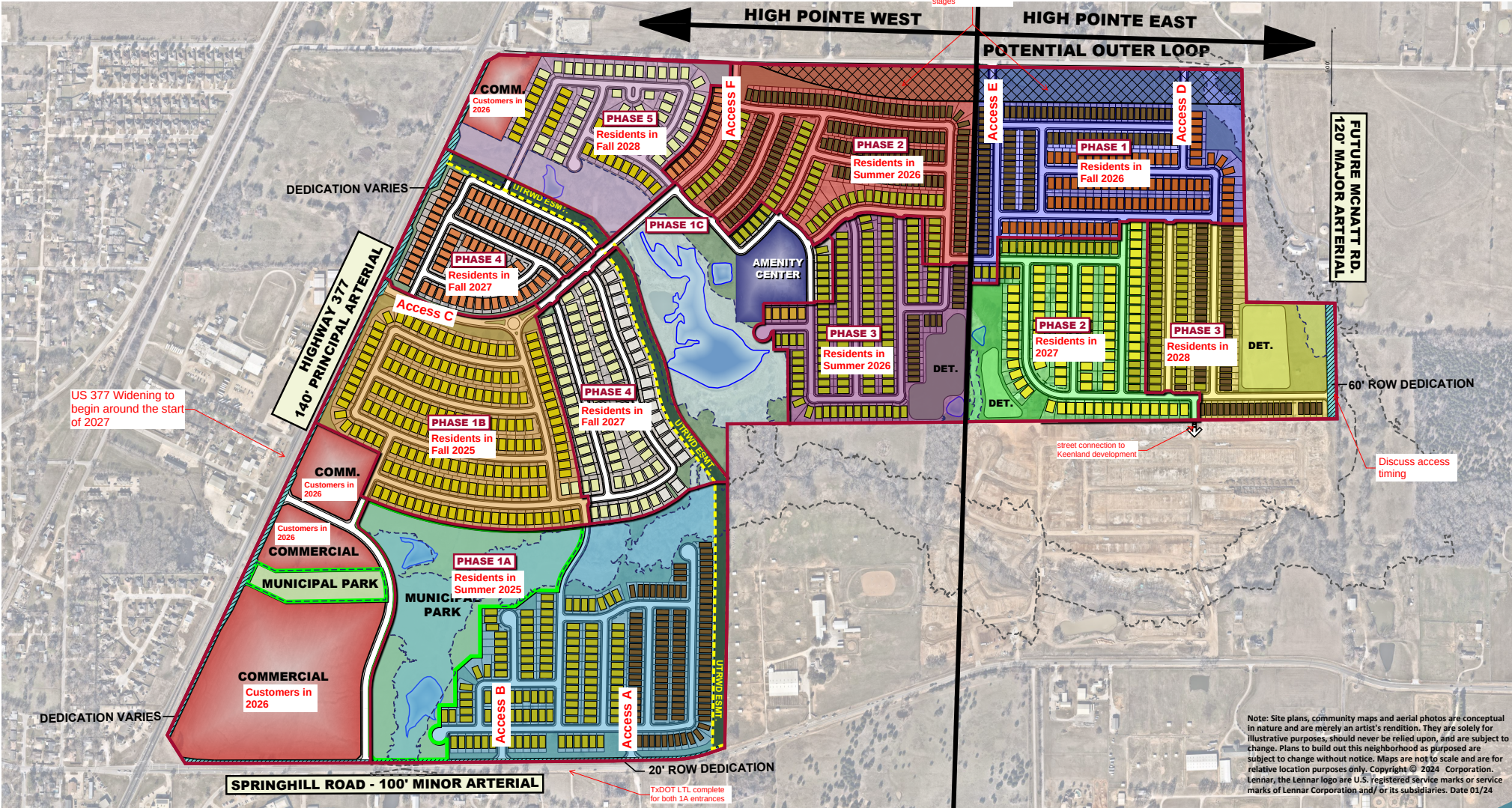
Date Began:
8/24/2022

TIME	0:00	0:15	0:30	0:45	Total
0:00	6	4	6	4	20
1:00	5	1	5	2	13
2:00	3	6	1	2	12
3:00	10	4	2	6	22
4:00	6	4	12	16	38
5:00	24	28	36	48	136
6:00	54	57	52	66	229
7:00	88	102	117	117	424
8:00	90	92	97	109	388
9:00	69	92	79	86	326
10:00	72	90	62	104	328
11:00	78	73	84	90	325
12:00	80	96	93	94	363
13:00	83	84	102	110	379
14:00	96	101	110	108	415
15:00	112	125	134	112	483
16:00	128	142	119	139	528
17:00	146	112	159	150	567
18:00	118	131	87	84	420
19:00	74	64	62	65	265
20:00	68	65	48	53	234
21:00	36	34	40	35	145
22:00	26	20	16	14	76
23:00	10	19	10	5	44
TOTAL:					6180

The A.M. peak hour from 7:15 to 8:14 is 426
The P.M. peak hour from 17:00 to 17:59 is 567



HIGH POINTE RANCH PHASING PLAN



Highpointe Ranch
Phasing Plan

Aubrey Texas
June 2024

Land Use Acreage Summary		
Residential Lots / Residential Rights of Way	287.2	62.3%
Commercial	39.5	8.6%
Municipal Park	29.9	6.5%
Amenity Center	4.6	0.9%
UTRWD Easement	8.5	1.8%
Total	460.8	100.0%
Potential Outer Loop (Overlay)		

Residential Type			Phase 1 A West	Phase 1 B West	Phase 1 C West	Phase 2 West	Phase 3 West	Phase 4 West	Phase 5 West	Phase 1 East	Phase 2 East	Phase 3 East	Total Lots
Cottage	30'x75'	40'x115'	106	-	-	149	21	-	-	98	-	73	447
Cottage	30'x75'	50'x120'	-	-	-	-	-	-	-	91	-	-	91
Watermill	35'x75'	50'x120'	119	-	13	57	119	-	-	3	22	44	377
Watermill	35'x75'	55'x130'	-	-	-	-	5	-	-	-	-	-	5
Watermill	35'x75'	60'x130'	-	-	-	-	-	-	-	-	92	-	92
Classic	40'x75'	50'x120'	-	-	-	13	-	86	-	-	-	-	99
Classic	40'x75'	55'x130'	-	182	-	-	-	28	-	-	-	-	210
Classic	40'x75'	65'x130'	-	2	-	-	66	43	-	-	-	-	111
Classic	40'x75'	75'x130'	-	-	-	-	-	20	-	-	-	-	20
Total Lots			225	184	13	219	145	172	71	192	114	117	1452



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

KimleyHorn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3650
State of Texas Registration No. F-928

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

US 377 IMPROVEMENTS MEMO

Technical Memorandum

To: City of Aubrey

From: Nathan New, P.E.
Jaric Jones, AICP
Kimley-Horn & Associates Inc.

Date: February 13, 2024

RE: **Traffic Study – US 377 Improvements**
High Pointe Ranch
Aubrey, Texas

STUDY PURPOSE

Kimley-Horn and Associates, Inc. (KH) was retained last year to complete a Traffic Impact Analysis (TIA) for the proposed High Pointe Ranch on US 377 in Aubrey, Texas. The original TIA was completed and submitted to the City and TxDOT on July 12, 2023. The proposed residential development is being planned northeast of US 377 and Spring Hill Road. The study intersections and development area included in the original TIA are shown in **Figure 1**.

The purpose of this memorandum is to formally request the delay of Phase 1B mitigations from the original High Pointe Ranch TIA on US 377 until the roadway is expanded by TxDOT. Based on information from TxDOT, the construction for US 377 is planned to start in 2026. Based on the development construction schedule, homes are not anticipated to be constructed until Spring of 2025, with residents moving in during the Fall of 2025 and Spring of 2026, coinciding with the planned construction of TxDOT improvements along US 377 in 2026.



Figure 1. TIA Study Area

PHASE 1 PLANNED DEVELOPMENT UPDATES

The development, as proposed, includes 1,450 single-family residential homes to be built in six phases. While the total number of lots remains the same as what was submitted in the original TIA, the phasing order and number of houses constructed in each phase has changed slightly.

Since this memo is focused on mitigation requirements through Phase 1B, the emphasis of the content is centered around Phase 1A and Phase 1B. There will be an updated TIA submitted at a later date to document the phase changes and other updates to the original TIA. When comparing the original TIA to the current plan through Phase 1B, there is very little change.

The most recent unit count for Phase 1A & Phase 1B is as follows:

- Phase 1A: 225 single-family residential homes (same as original TIA)
- Phase 1B: 184 single-family residential homes (analyzed at 205 in original TIA)

The following sections of this document summarize what was presented in the original TIA but focus on Phase 1. For more information, please refer to the original TIA that was submitted on July 12, 2023.

ROADWAY CONDITIONS

US 377 is a two-lane undivided road and connects north to Pilot Point and south to University Drive (US 380). The posted speed limit is 55 MPH. 24-hour machine counts were collected near the site on US 377 in 2022. Volumes from 2022 were grown by three (3) percent for one year to reflect the updated 2023 existing year. The 24-hour count showed the daily volume on US 377 as 12,426 vehicles per day (vpd). When the 2022 24-hour count is grown by three (3) percent to reflect the 2023 existing year, the daily volume on US 377 is 12,799 vpd. Peak hour turning movement counts were collected at the study intersections along US 377 during the AM and PM peak hours, and the existing traffic volumes are reflected in **Figure 2**. US 377 has a TxDOT roadway functional classification as a Principal Arterial, and US 377 continues north/south through the area.

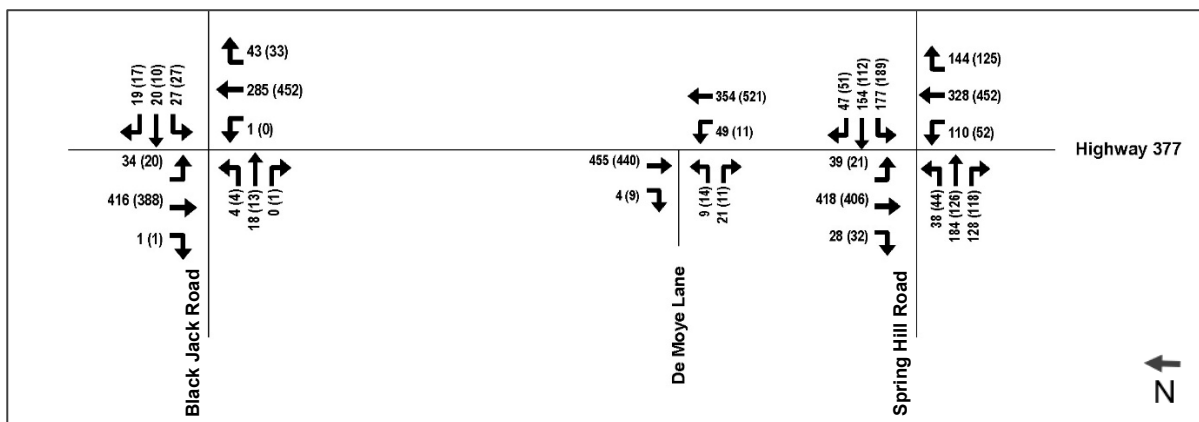


Figure 2. Existing Traffic Volumes

TRIP GENERATION

Trip generation from the original TIA proposed development were analyzed based on number of dwelling units formulae from *ITE Trip Generation, 11th Edition*. The proposed site plan for the development is attached at the end of this report. **Table 1** shows the resulting trip generation for Phase 1A and Phase 1B.

Table 1. Trip Generation Analysis

Land Uses	Amount	Units	ITE Code	Daily One-Way Trips	AM Peak Hour One-Way Trips			PM Peak Hour One-Way Trips		
					IN	OUT	TOTAL	IN	OUT	TOTAL
Single Family Detached Housing (Phase 1A)	225	DU	210	2,128	41	115	156	134	79	213
Single Family Detached Housing (Phase 1B)	205	DU	210	1,953	37	106	143	123	72	195

Trip Generation rates based on ITE's *Trip Generation Manual*, 11th Edition.

TRIP DISTRIBUTION AND ASSIGNMENT

The distribution of the site-generated traffic volumes in to and out of the site driveways and onto the street system was based on the area street system characteristics, existing traffic patterns, and the locations of the proposed driveway access to/from the site. Based on existing counts, during the Phase 1B opening, 25% of the site traffic was assumed to/from the north and 45% to/from the south on US 377 and 15% to/from the west and 15% to/from the east on Spring Hill Road.

Figure 3 shows the resulting inbound and outbound assignments of the site traffic along US 377. It is expected that some traffic will access the site via the driveways on Spring Hill Road, and the roadway and associated intersections are not included in this memo.

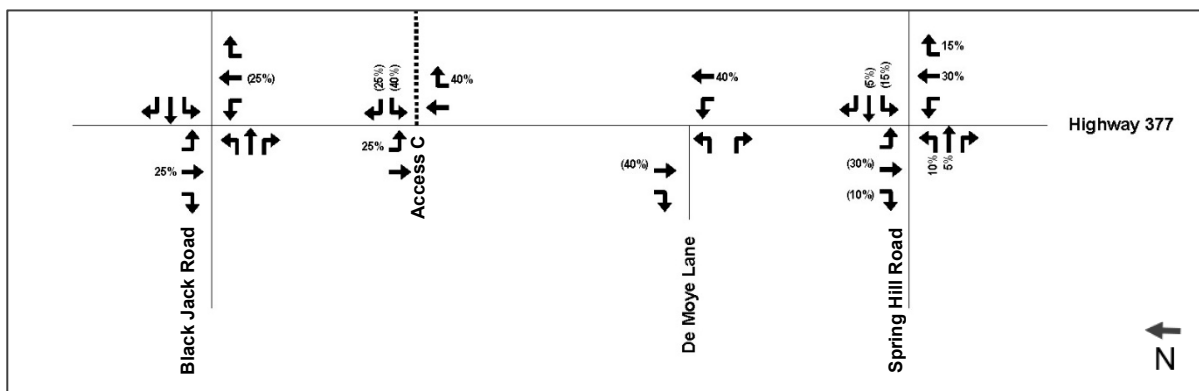


Figure 3. Trip Distribution and Traffic Assignment

TRAFFIC VOLUMES

The resulting site weekday AM and PM peak hour turning movements in **Figure 4** are calculated by multiplying the new external trip generation by the respective traffic assignment percentages. These traffic volumes also included in the existing traffic on US 377 to reflect the existing plus site traffic volumes reflected in **Figure 5**.

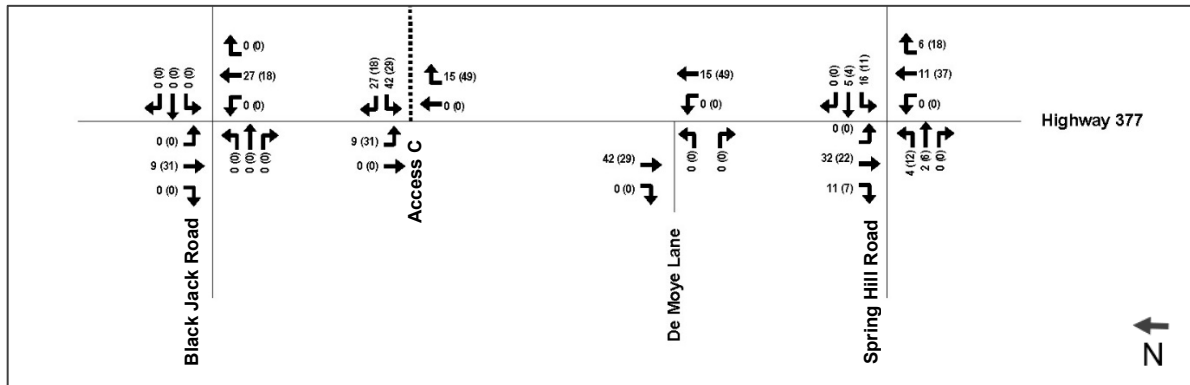


Figure 4. Site-Generated Traffic Volumes

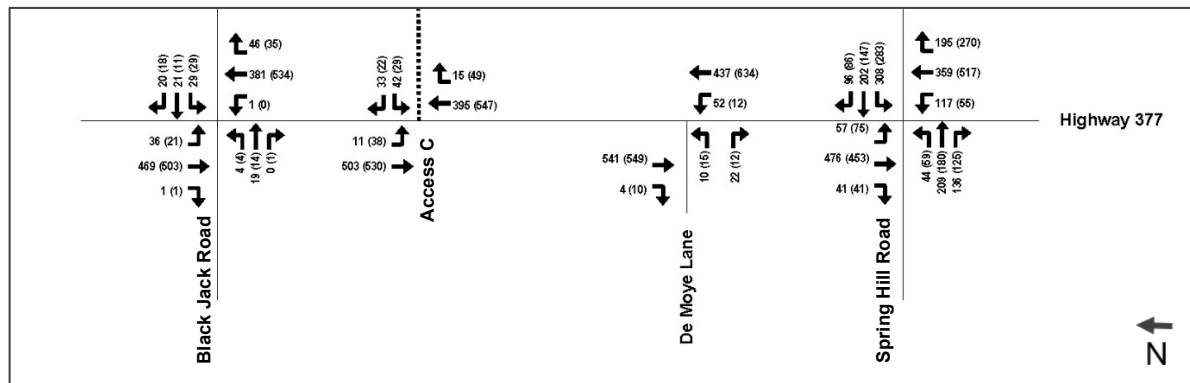


Figure 5. Total Traffic Volumes

LEFT-TURN LANE ANALYSIS

The site driveway along US 377 was evaluated for a left-turn lane in the original TIA. The criteria for left-turn lanes under the guidelines of TxDOT is based on major road and left-turn volume. Volumes for the three scenarios were analyzed to determine when left-turn lane thresholds would be met at Access C for Phase 1B. Based on the projected volumes at Phase 1B buildout, Access C will meet left-turn lane thresholds. **Table 3** below shows the volumes during the applicable scenario years when the driveway meets the left-turn lane threshold.

Table 3. Original TIA Left-Turn Lane Analysis

Site Criteria	Highway 377 at Access C	
	AM Peak	PM Peak
Left-Turn Lane Peak Hour Volume	11	38
TxDOT's Threshold for Major Road Peak Hour Volume (veh/hr/ln)	100	< 50
Major Road Peak Hour Volume (veh/hr/ln)	465	585
<i>Left Turn Threshold Met?</i>	Yes	Yes
Left-Turn Lane Recommended?	Yes	

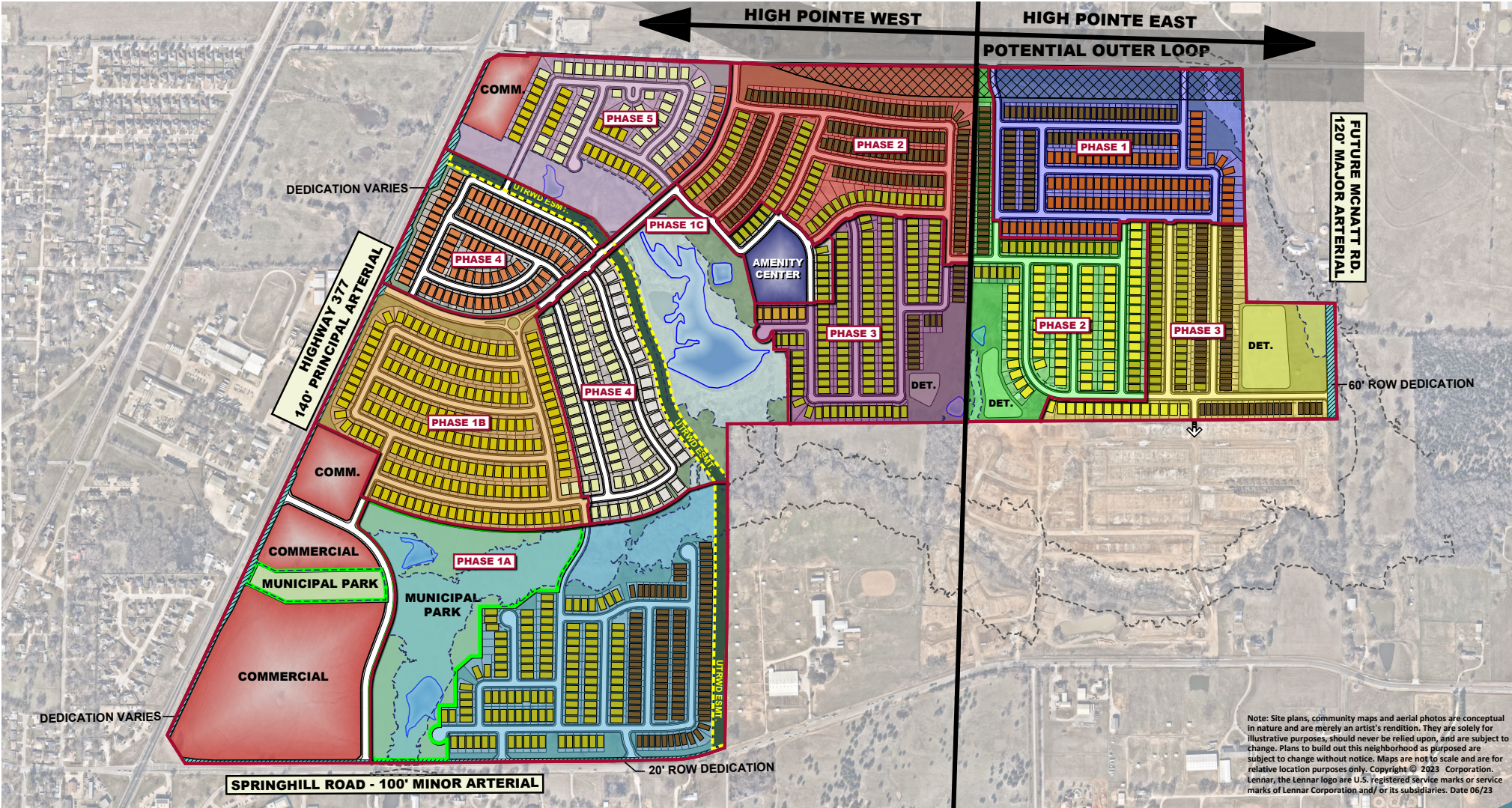
CONCLUSION

Based on the results of the left-turn lane analysis, adding a left-turn deceleration lane on US 377 to Access C is justified to address Phase 1B build-out turning movements. Since the original TIA, more information has been obtained from TxDOT regarding the timing of the US 377 expansion. Based on recent discussions, the expansion will coincide with the opening of Phase 1B. Due to this overlap, it is recommended that the construction of the turn lane be delayed until the TxDOT project has been completed or the left turn lane be incorporated into the current TxDOT design.

While the total number of lots remains the same, the phasing order and number of houses constructed in each phase have changed since the original TIA was submitted. Phase 1A and Phase 1B are under construction, and an updated TIA will be resubmitted to reflect the changes in future phasing.

Attachments:

1. Updated Site Plan



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

Highpointe Ranch
Phasing Plan

Aubrey Texas
October 2023

Land Use Acreage Summary

Residential Lots / Residential Rights of Way	287.2	62.3%
Commercial	39.5	8.6%
Municipal Park	29.9	6.5%
Open Space / Floodplain / Detention	82.7	17.9%
Amenity Center	3.7	0.8%
UTRWD Easement	8.5	1.8%
Total	460.8	100.0%

Residential Type			Phase 1 A West	Phase 1 B West	Phase 1 C West	Phase 2 West	Phase 3 West	Phase 4 West	Phase 5 West	Phase 1 East	Phase 2 East	Phase 3 East	Total Lots
Cottage	30'x75'	40'x115'	106	-	-	149	18	-	-	74	24	73	444
Cottage	30'x75'	50'x120'	-	-	-	-	-	-	-	91	-	-	91
Watermill	35'x75'	50'x120'	119	-	13	51	125	-	-	-	25	44	377
Watermill	35'x75'	55'x130'	-	-	-	-	6	-	-	-	-	-	6
Watermill	35'x75'	60'x130'	-	-	-	-	-	-	-	-	77	15	92
Classic	40'x75'	50'x120'	-	-	-	-	-	86	13	-	-	-	99
Classic	40'x75'	55'x130'	-	182	-	-	-	28	-	-	-	-	210
Classic	40'x75'	65'x130'	2	-	-	-	-	66	43	-	-	-	111
Classic	40'x75'	75'x130'	-	-	-	-	-	20	-	-	-	-	20
Total Lots			225	184	13	200	149	172	84	165	126	132	1460



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

Kimley Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3600
State of Texas Registration No: F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND IS NOT PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY OF AUBREY, TEXAS.

RESIDENTIAL AND RETAIL TRIP DISTRIBUTION

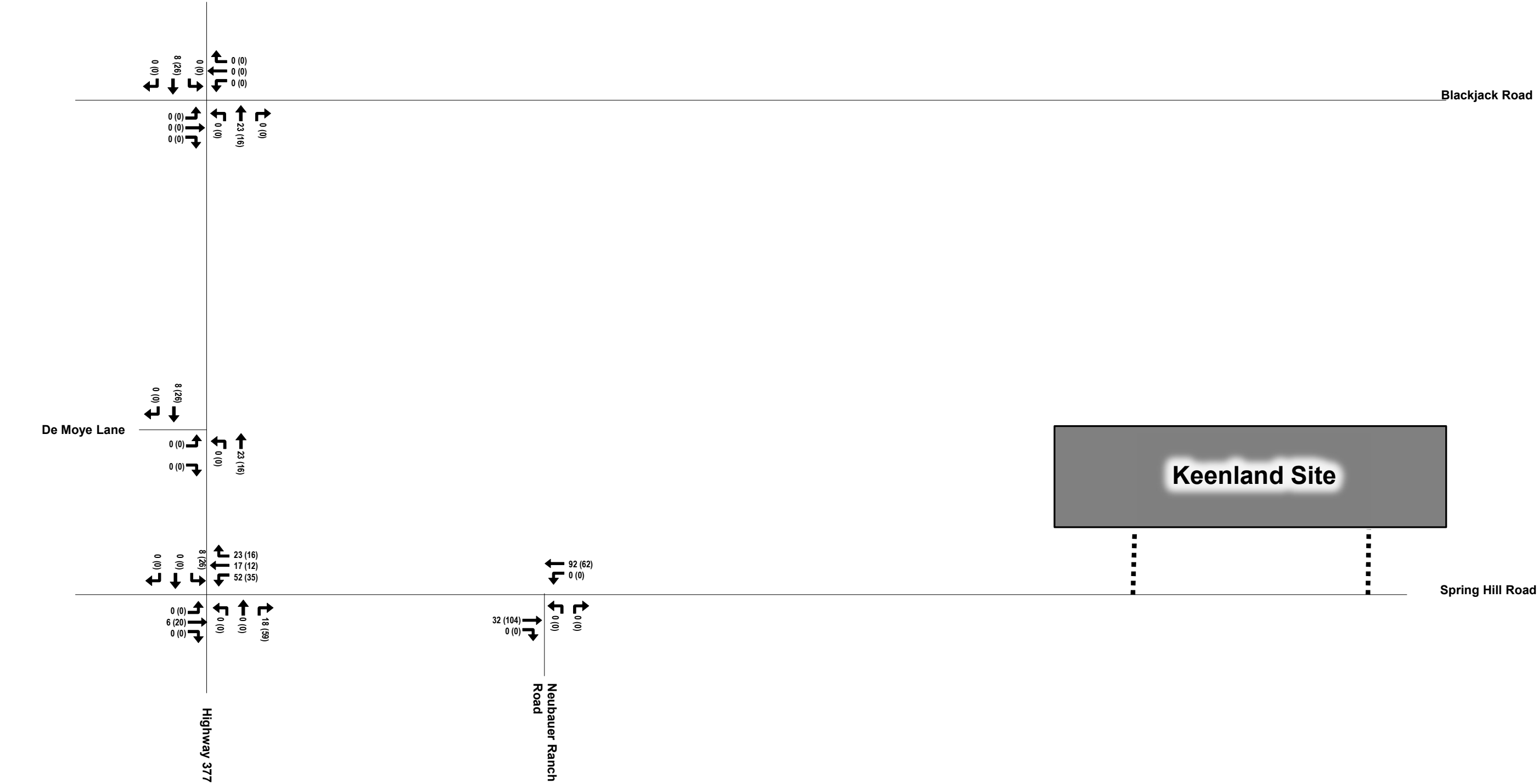
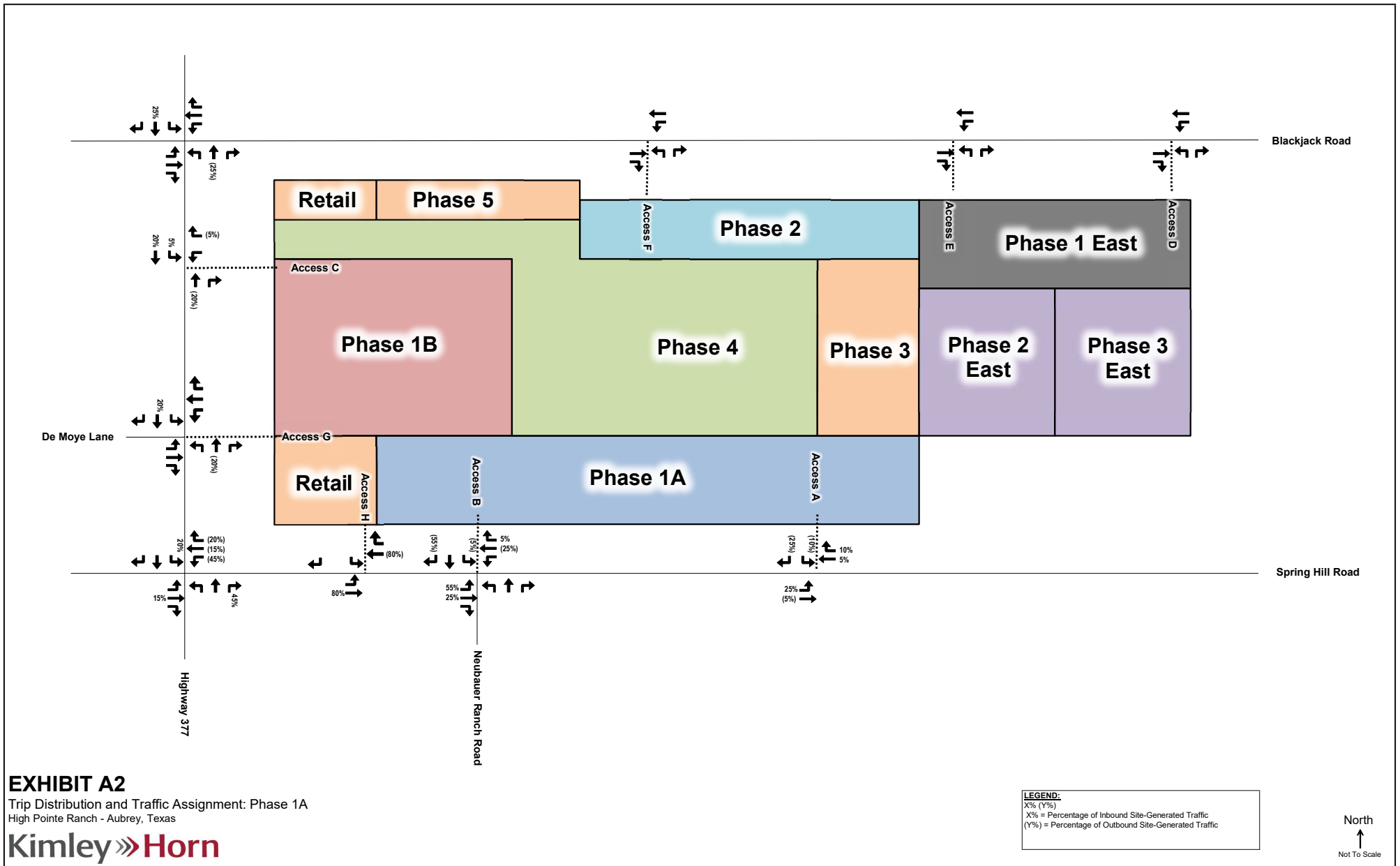


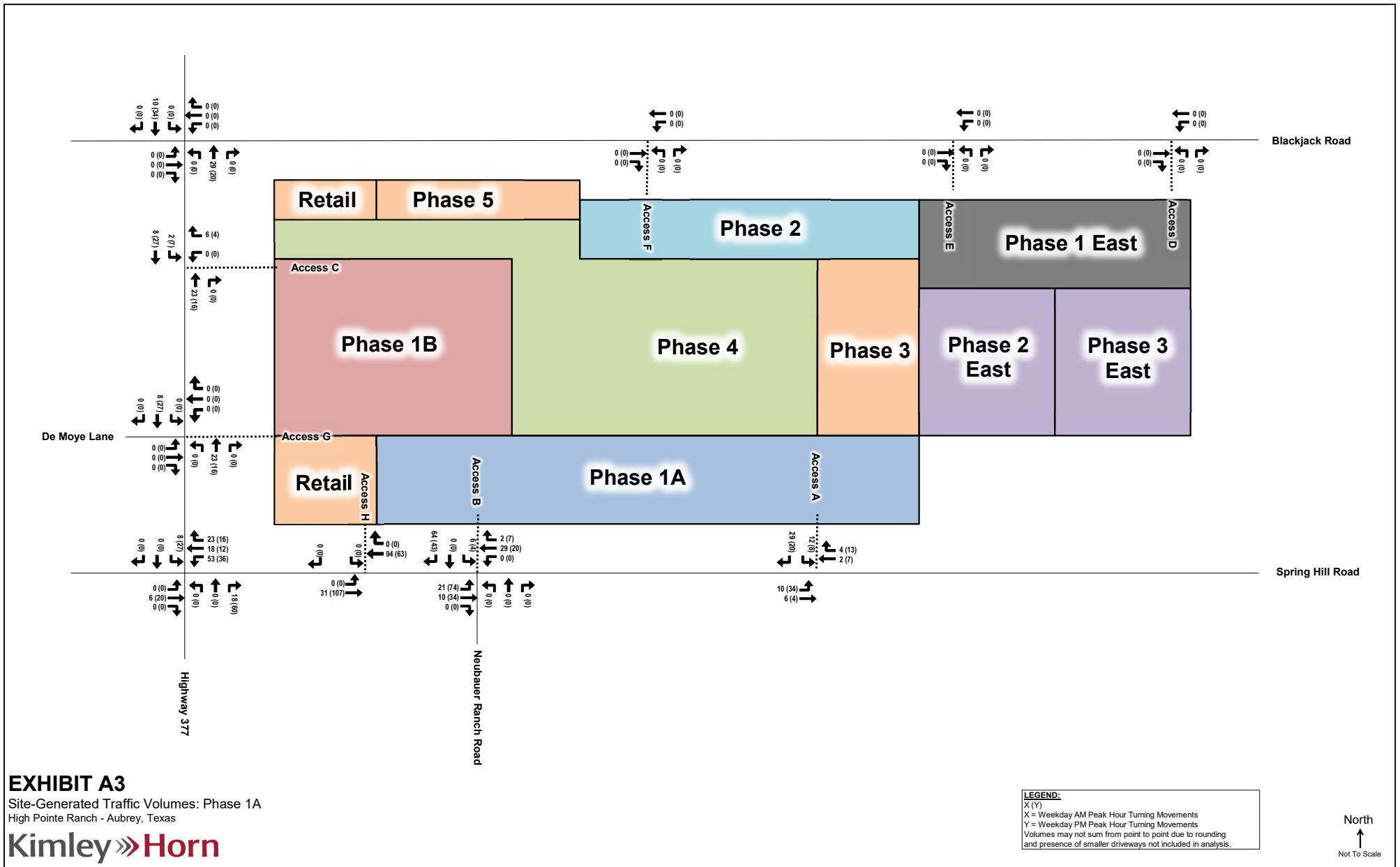
EXHIBIT A1
Site-Generated Traffic Volumes: Keenland Background Site
High Pointe Ranch - Aubrey, Texas

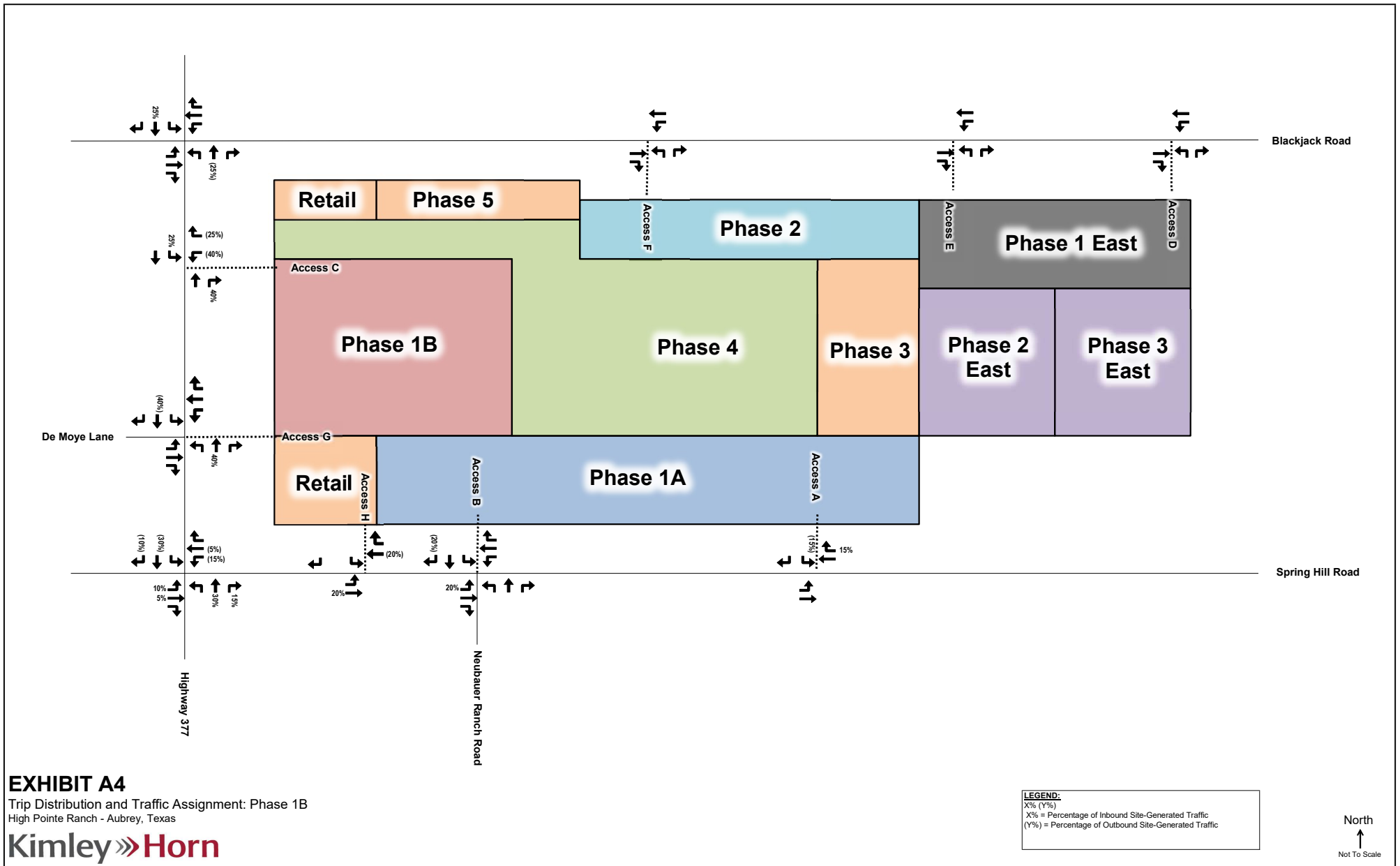


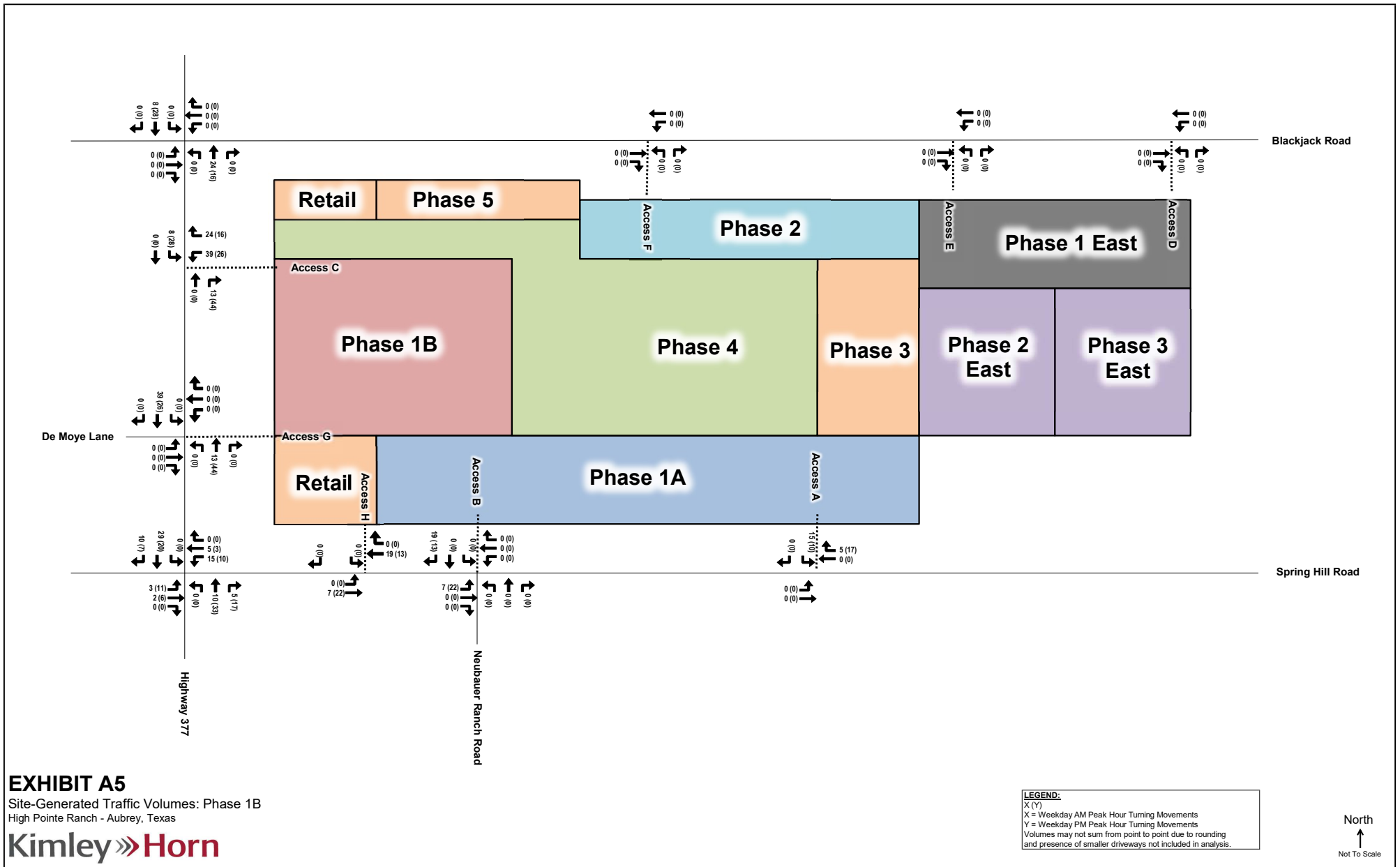
LEGEND:
X (Y)
X = Weekday AM Peak Hour Turning Movements
Y = Weekday PM Peak Hour Turning Movements
Volumes may not sum from point to point due to rounding
and presence of smaller driveways not included in analysis.

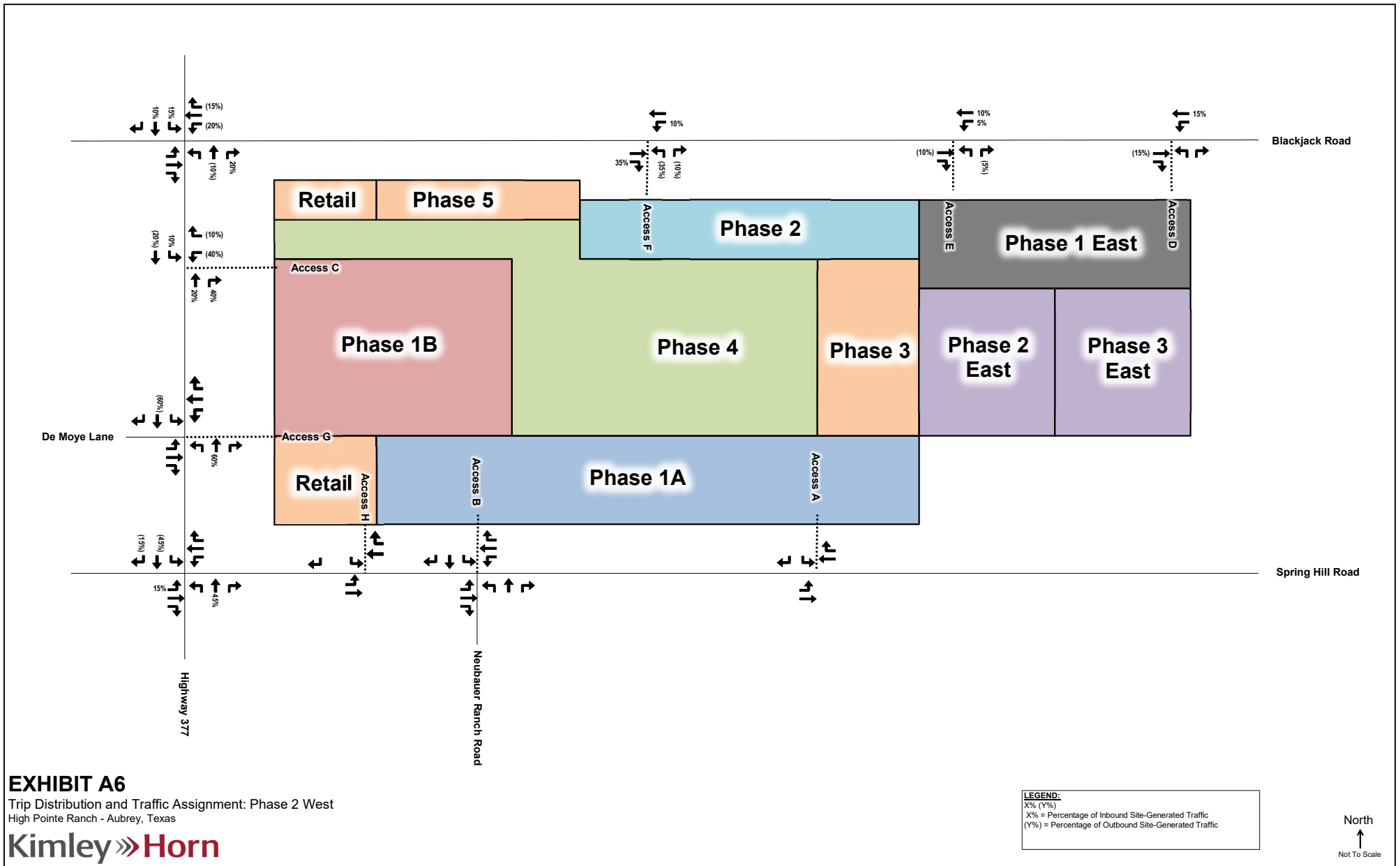


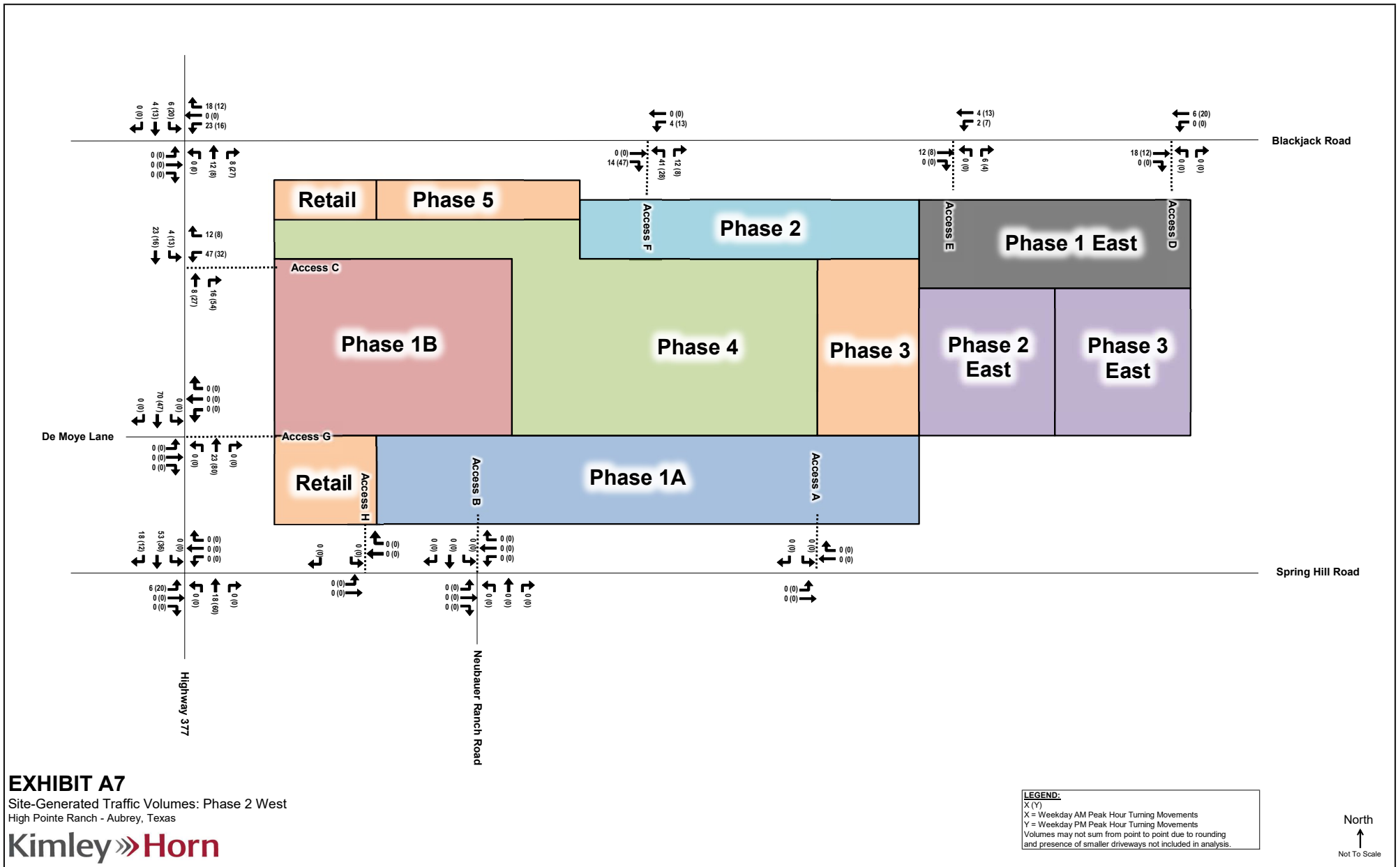


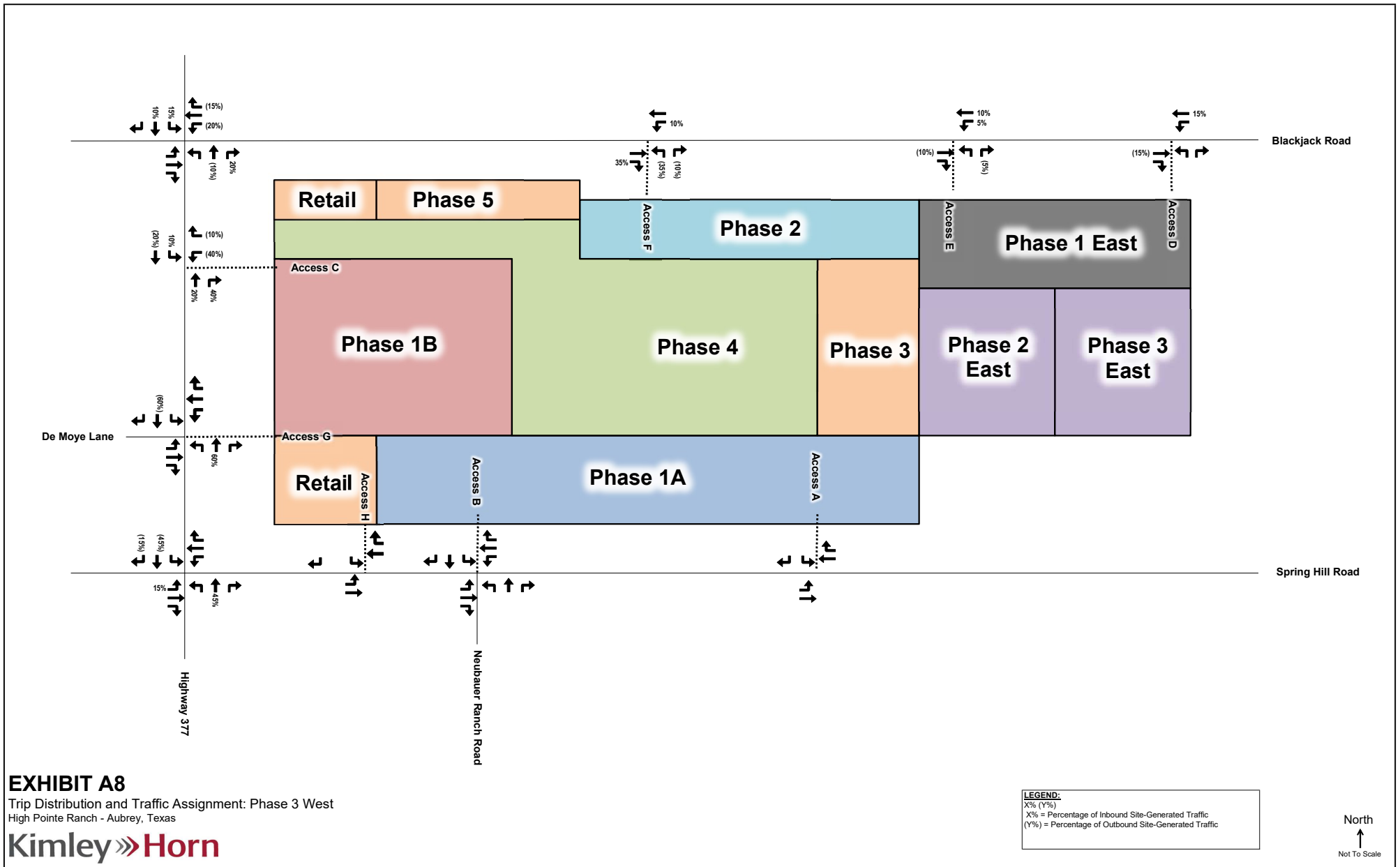


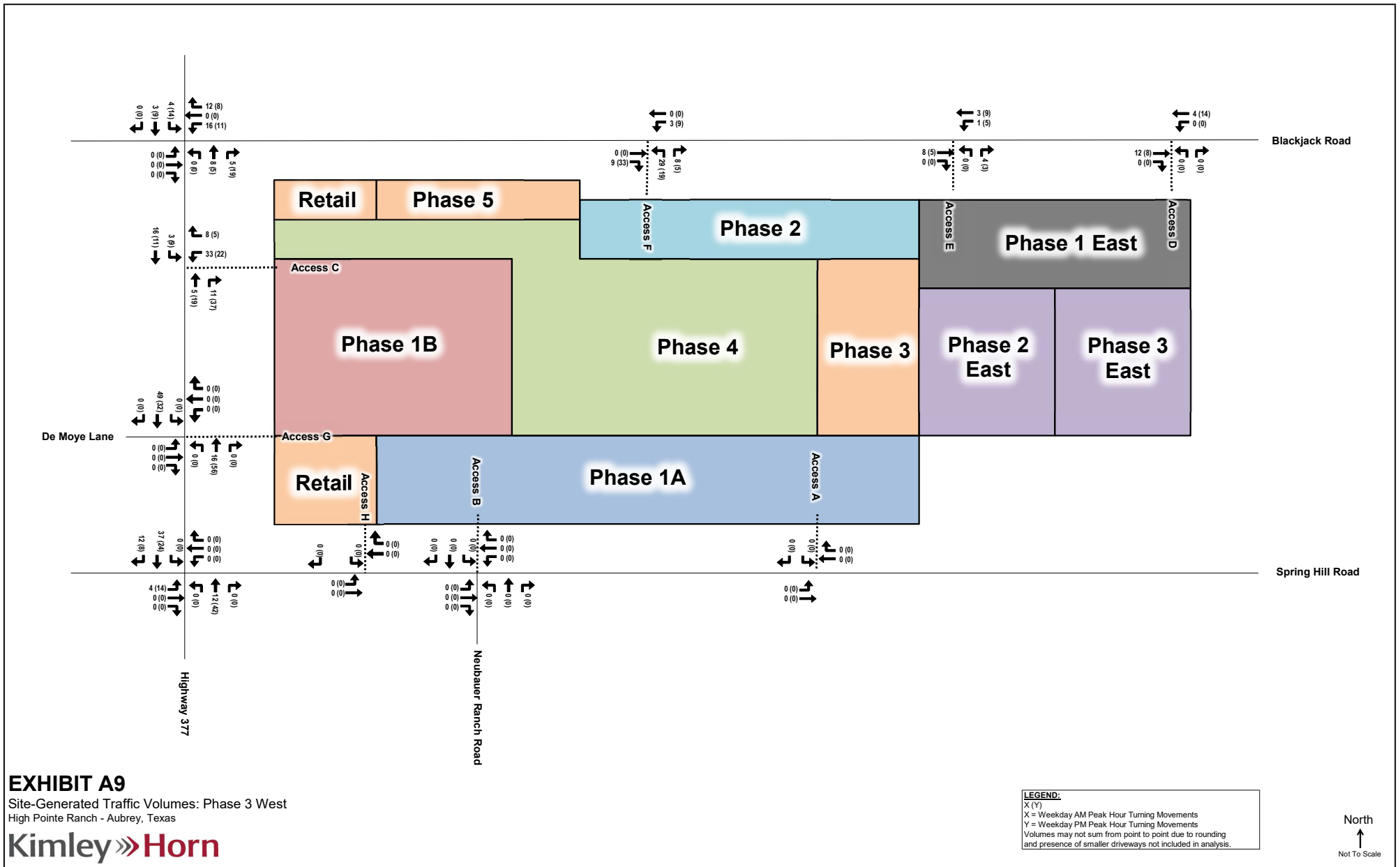


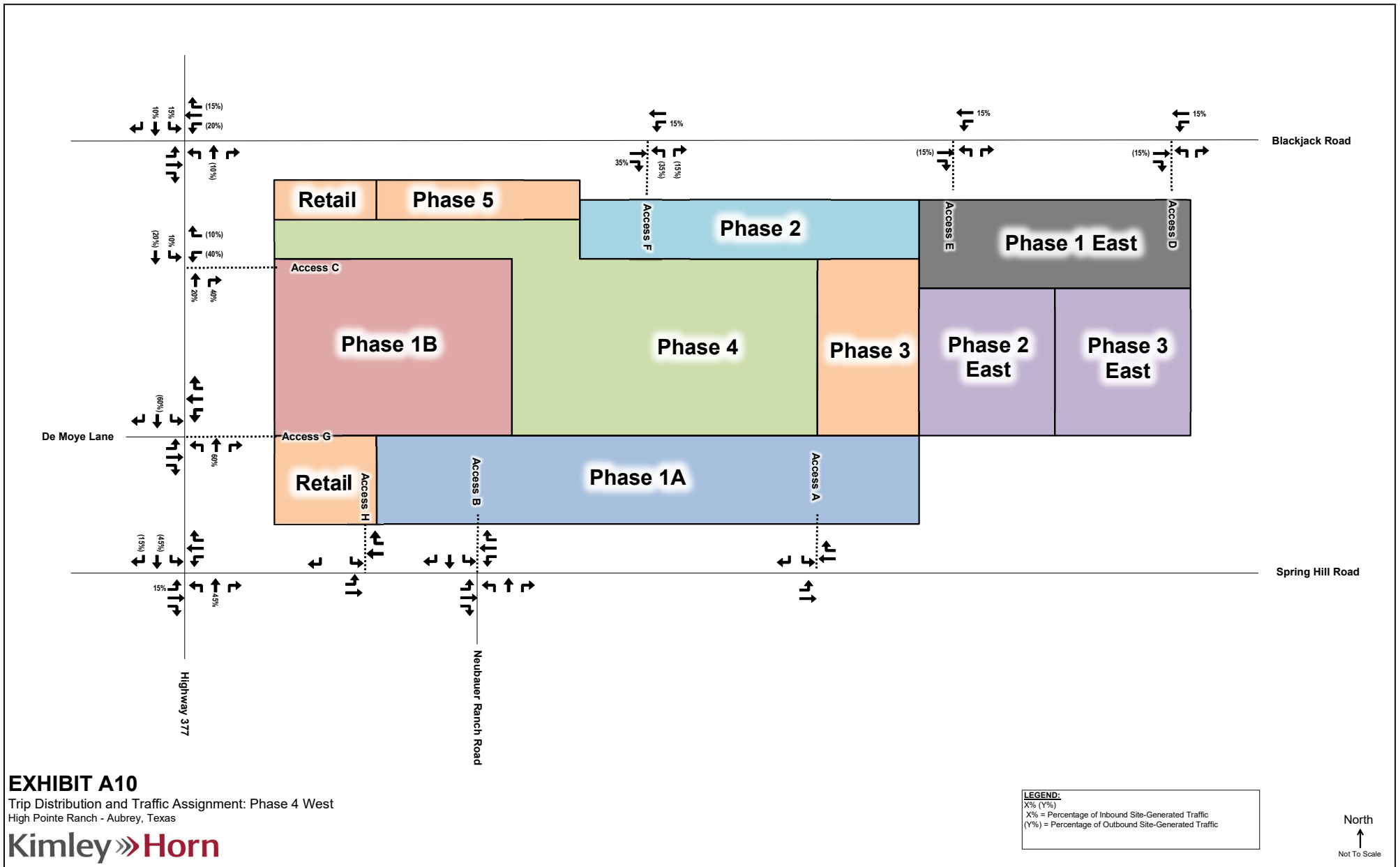


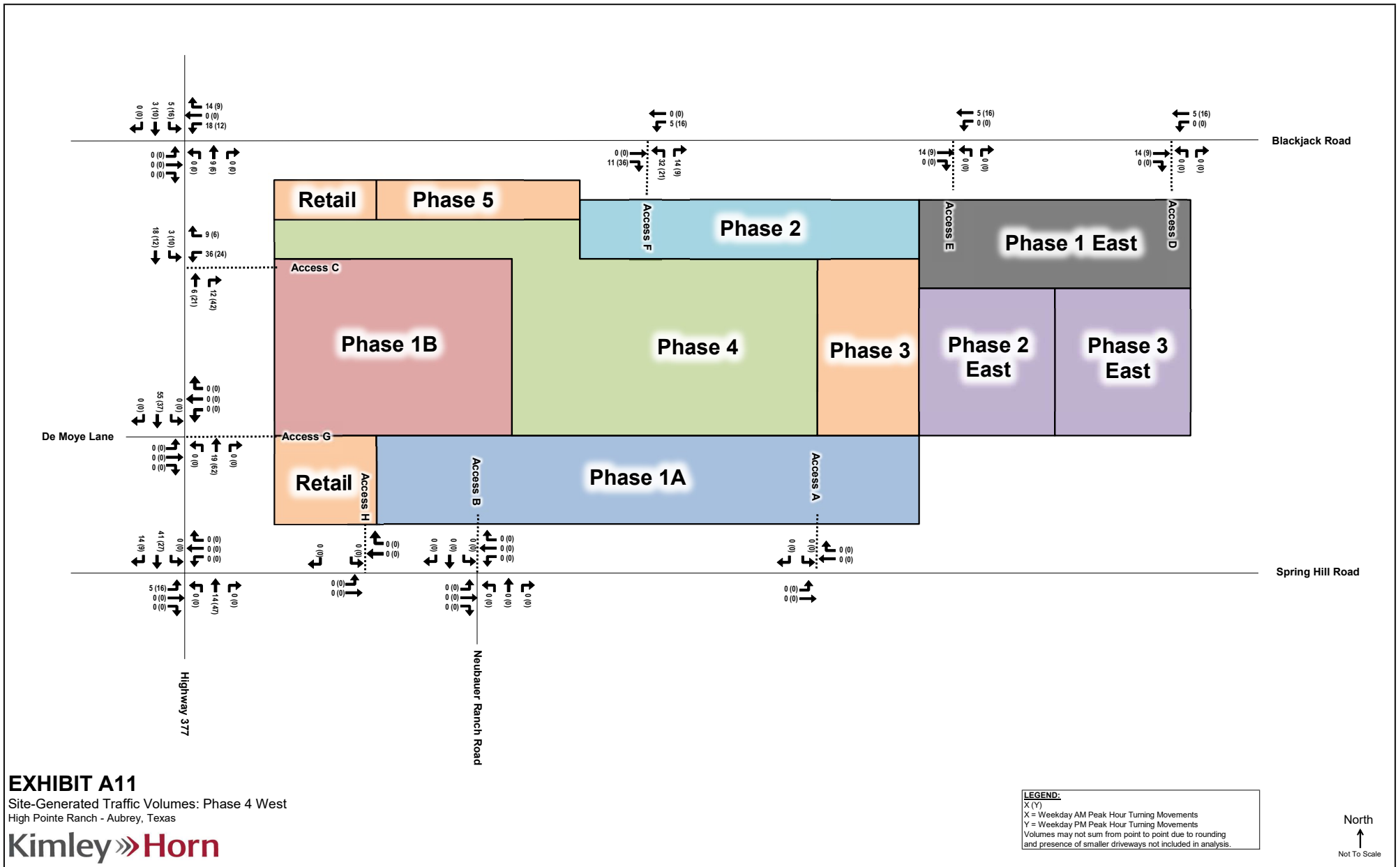


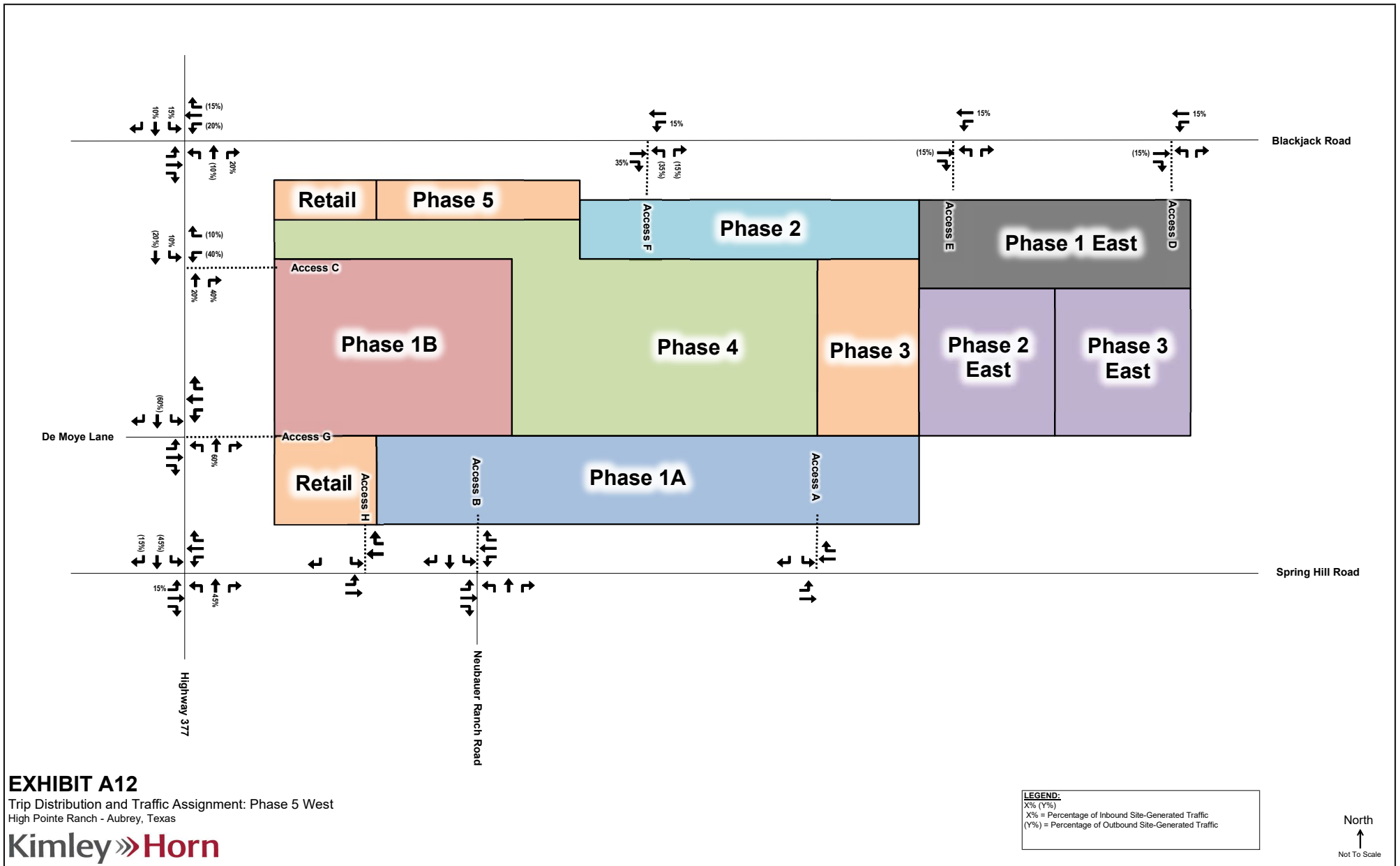












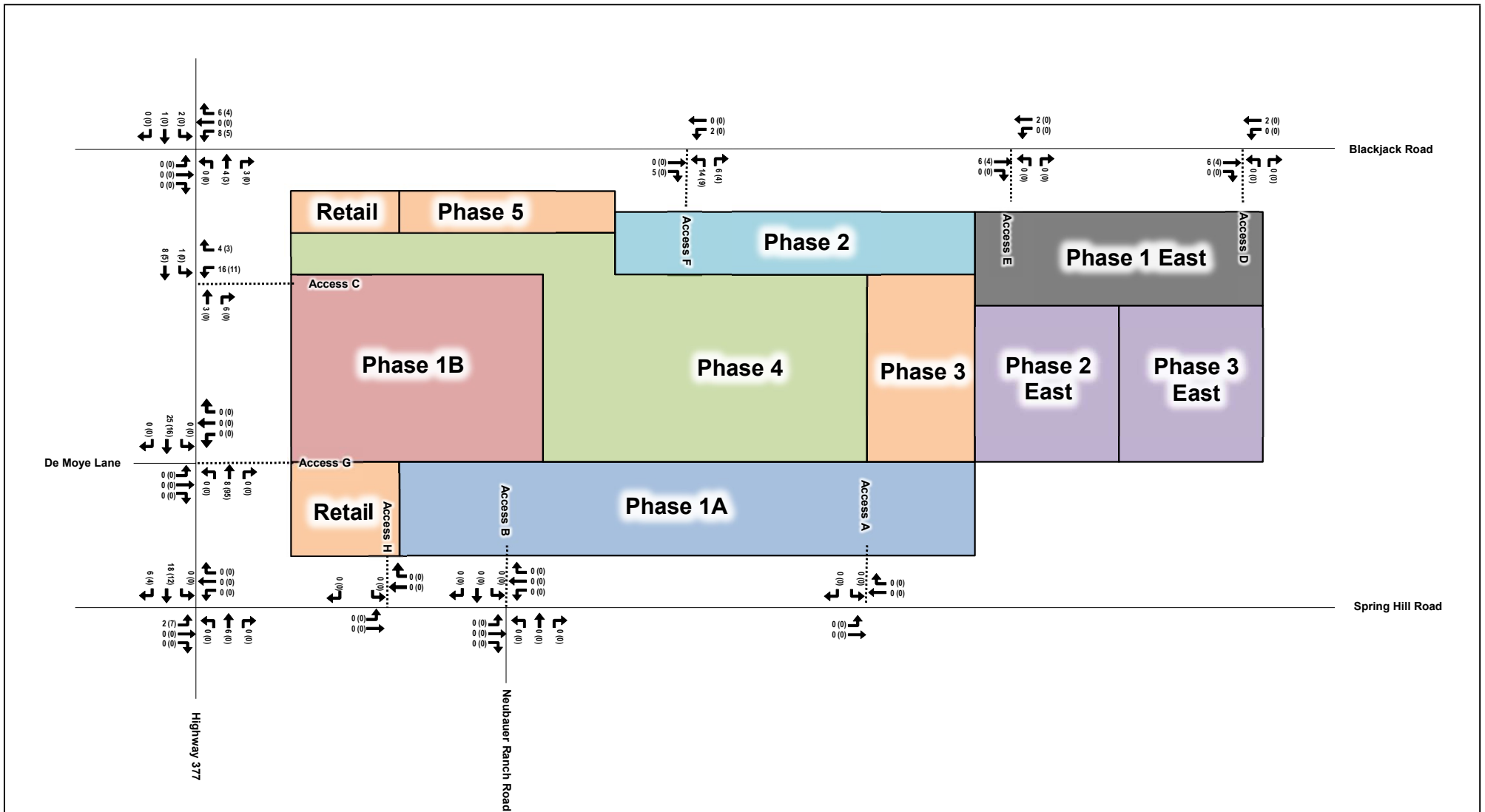
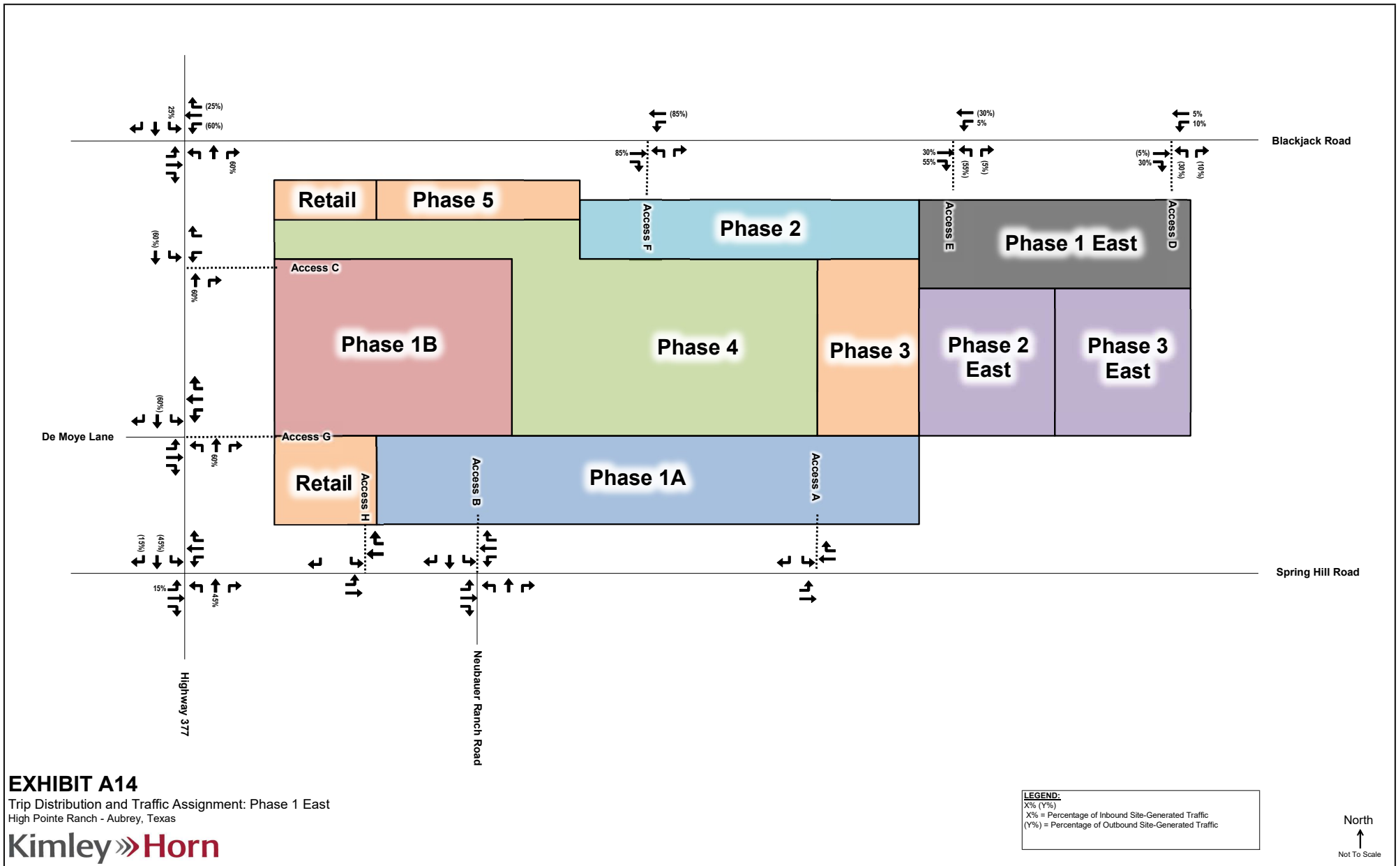


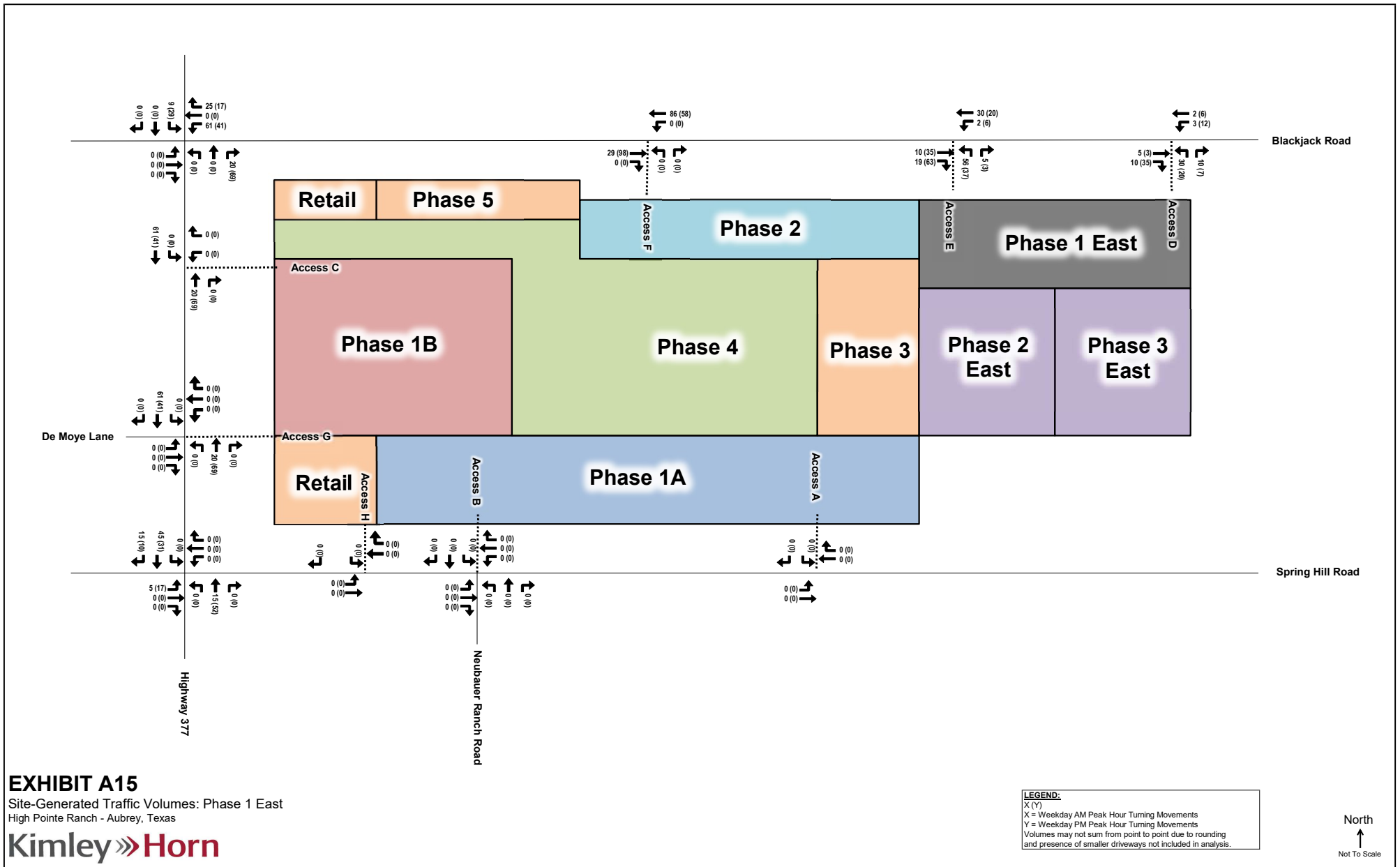
EXHIBIT A13
 Site-Generated Traffic Volumes: Phase 5 West
 High Pointe Ranch - Aubrey, Texas

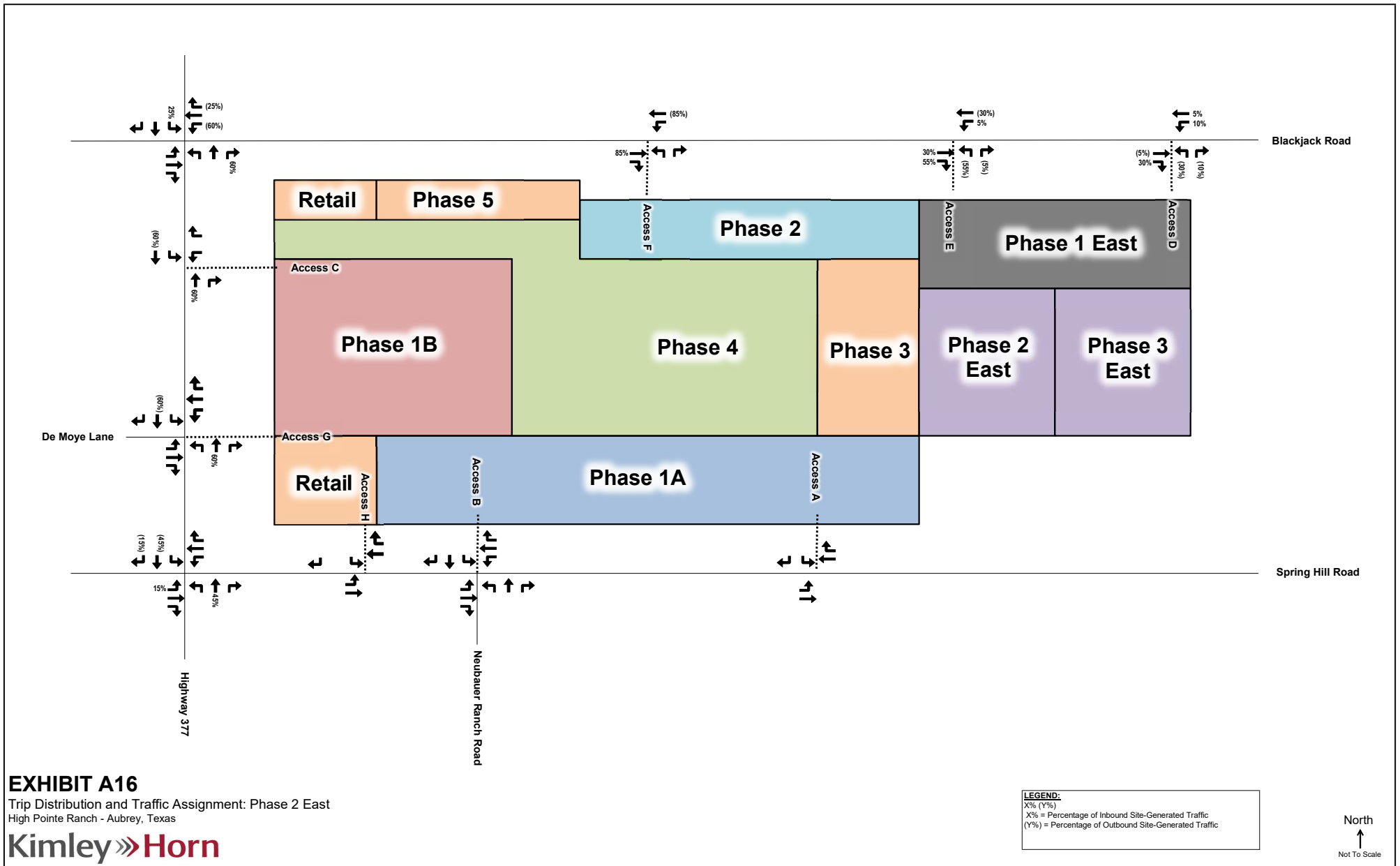


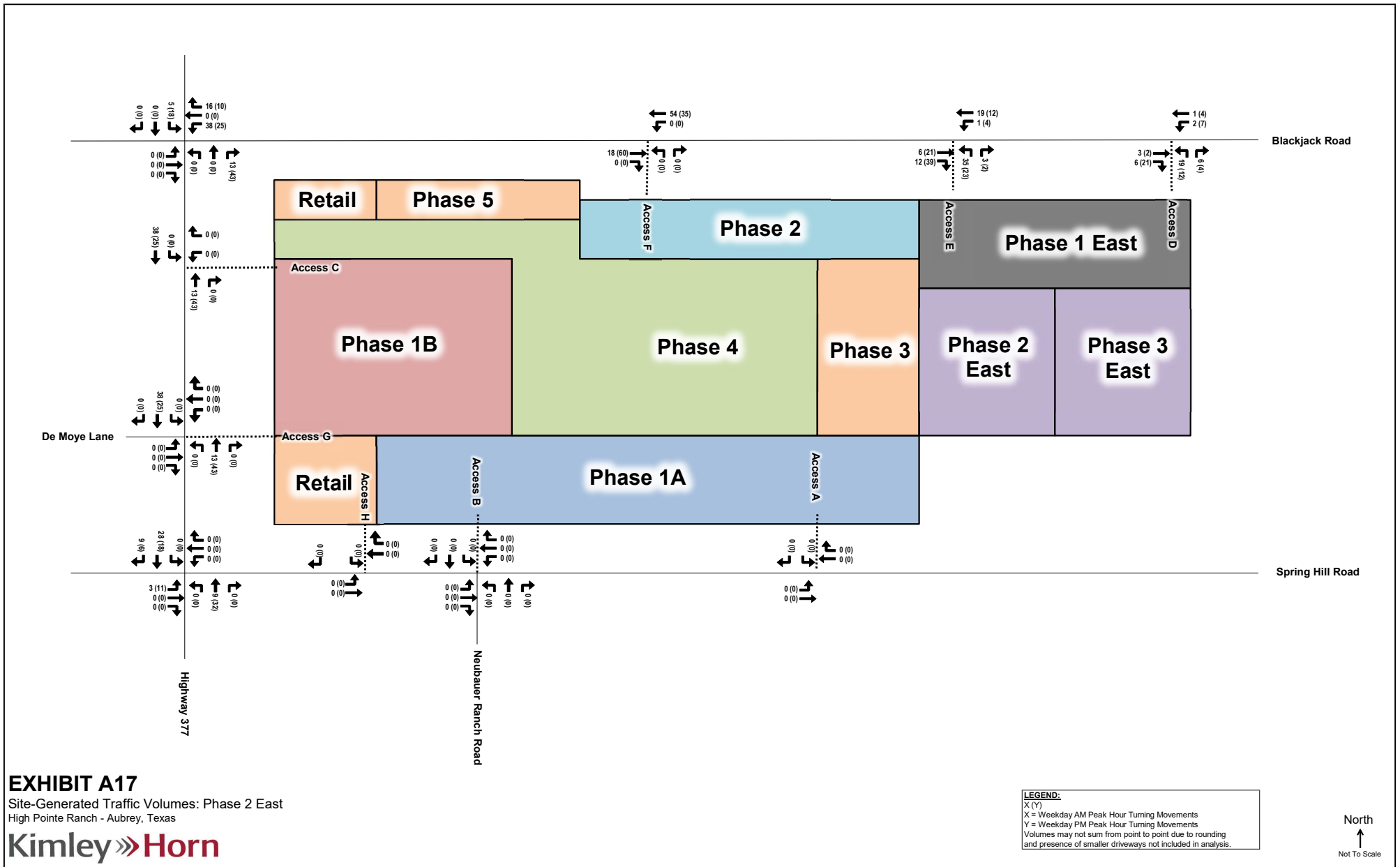
LEGEND:
 X (Y)
 X = Weekday AM Peak Hour Turning Movements
 Y = Weekday PM Peak Hour Turning Movements
 Volumes may not sum from point to point due to rounding
 and presence of smaller driveways not included in analysis.

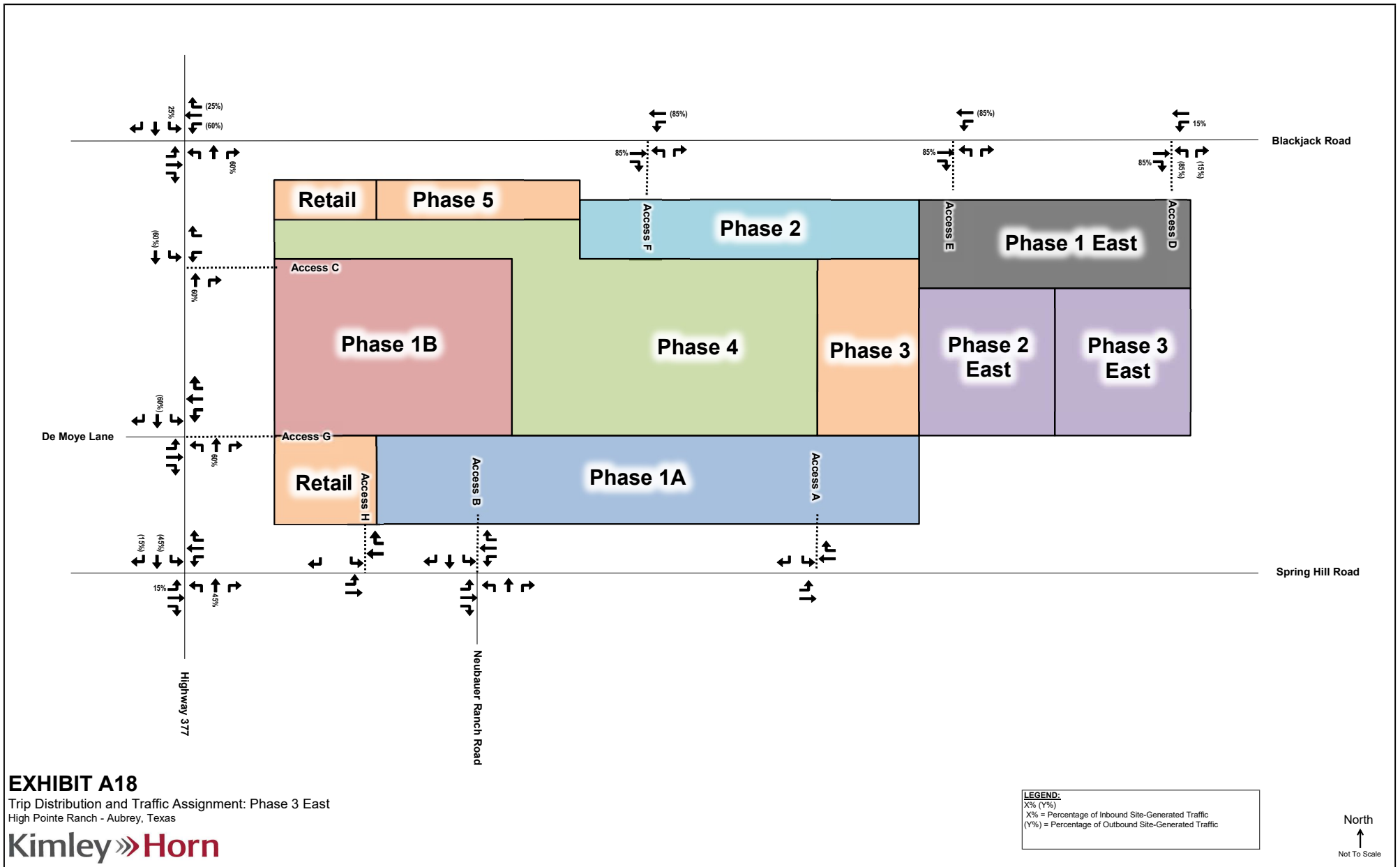


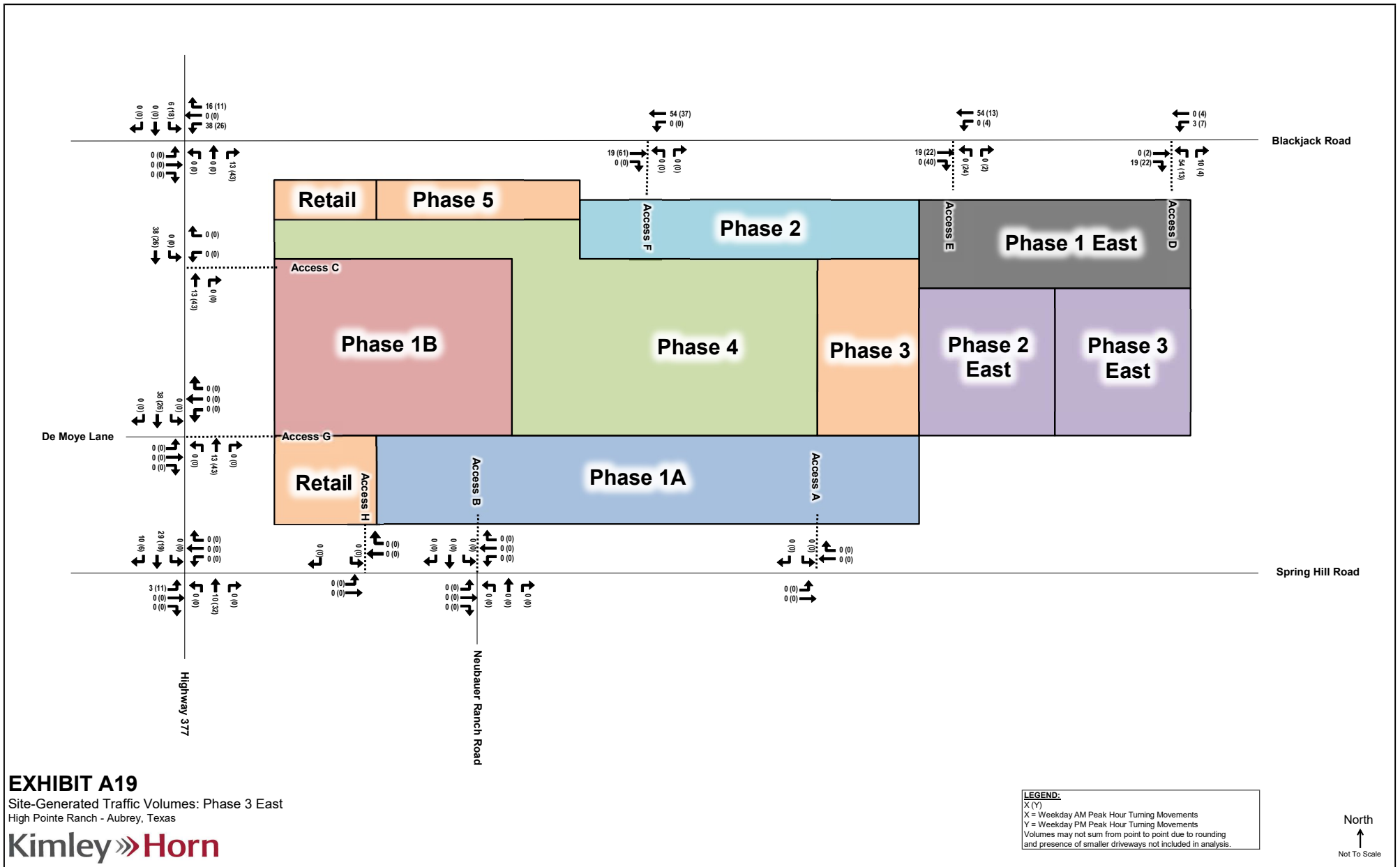


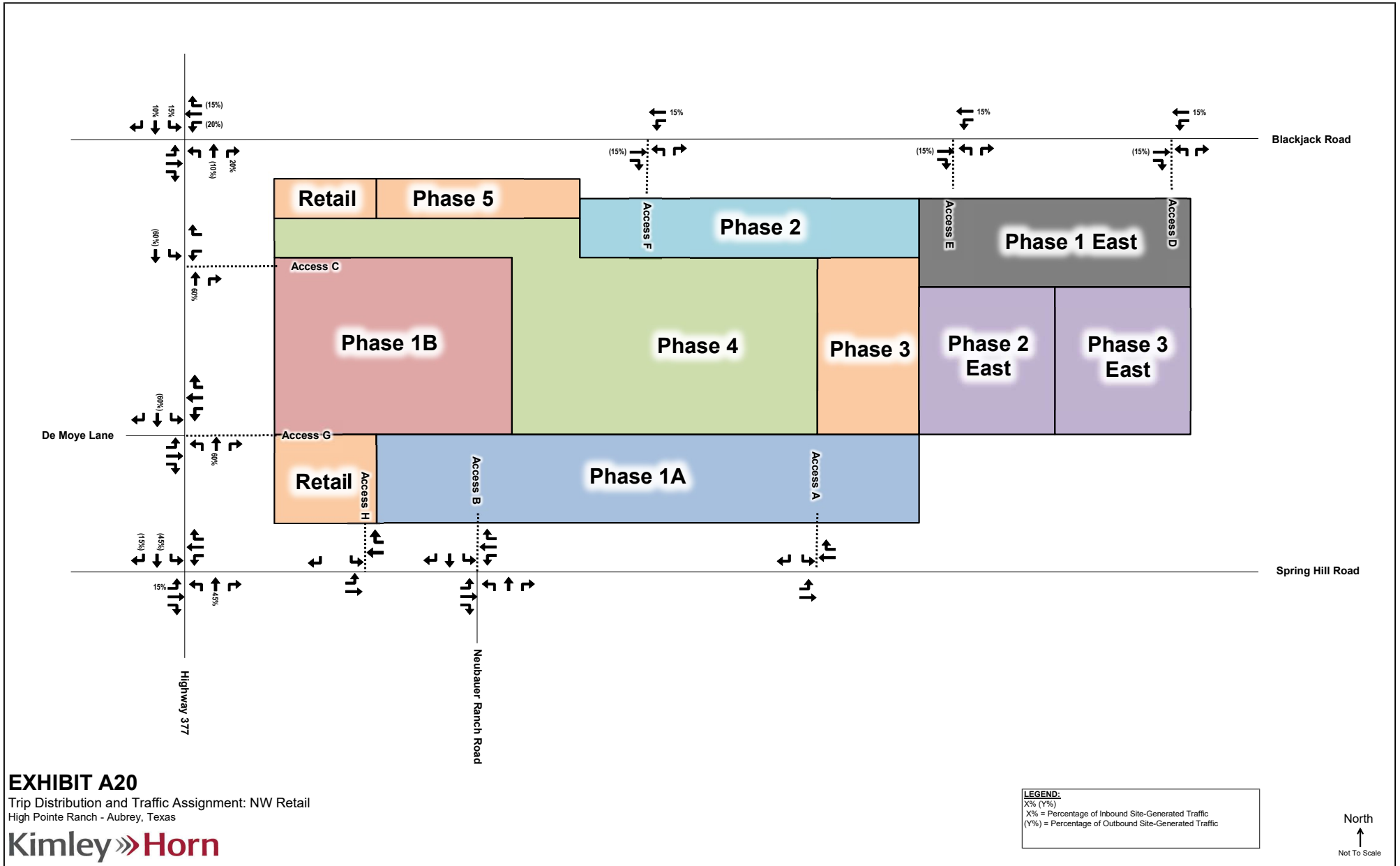


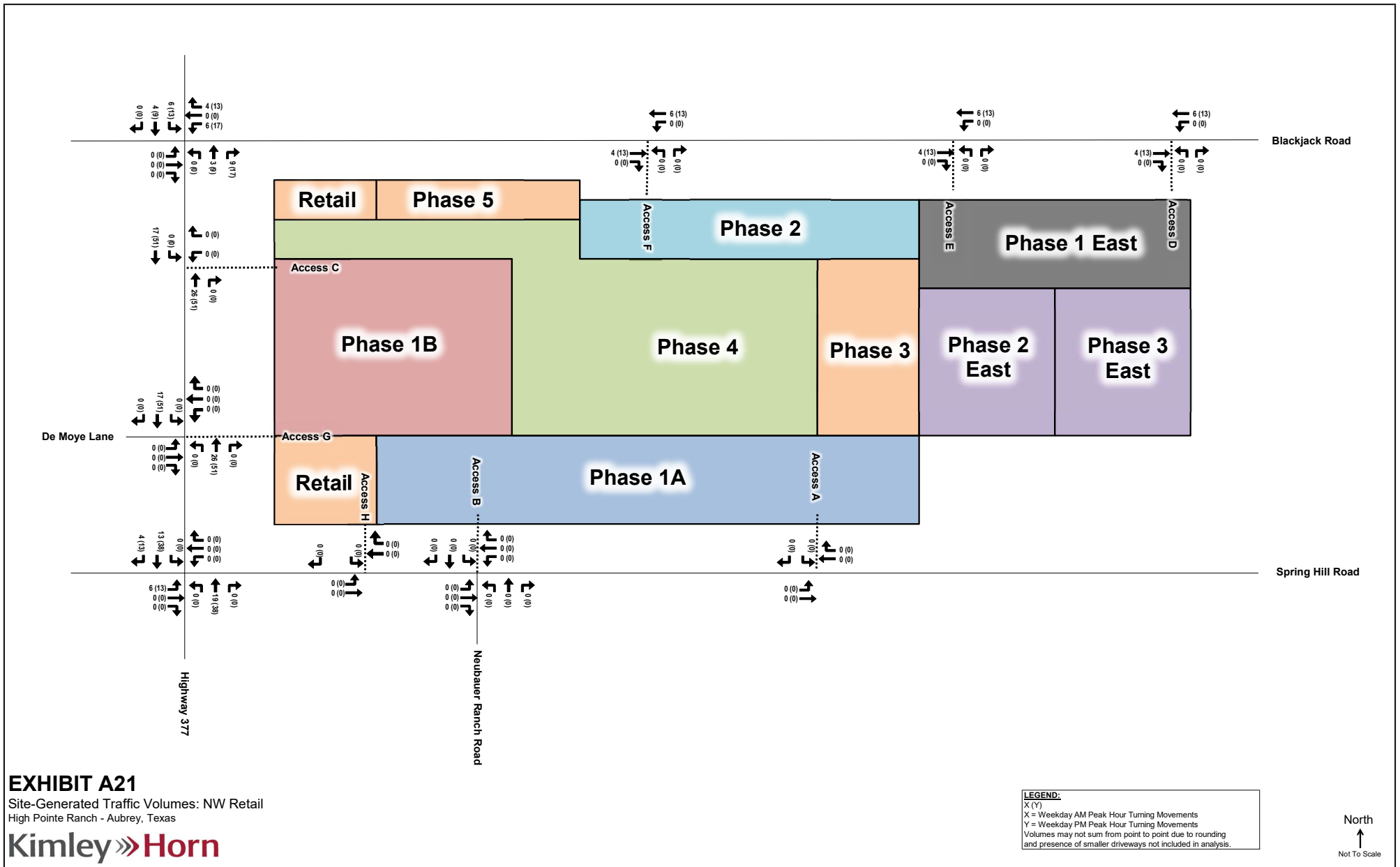


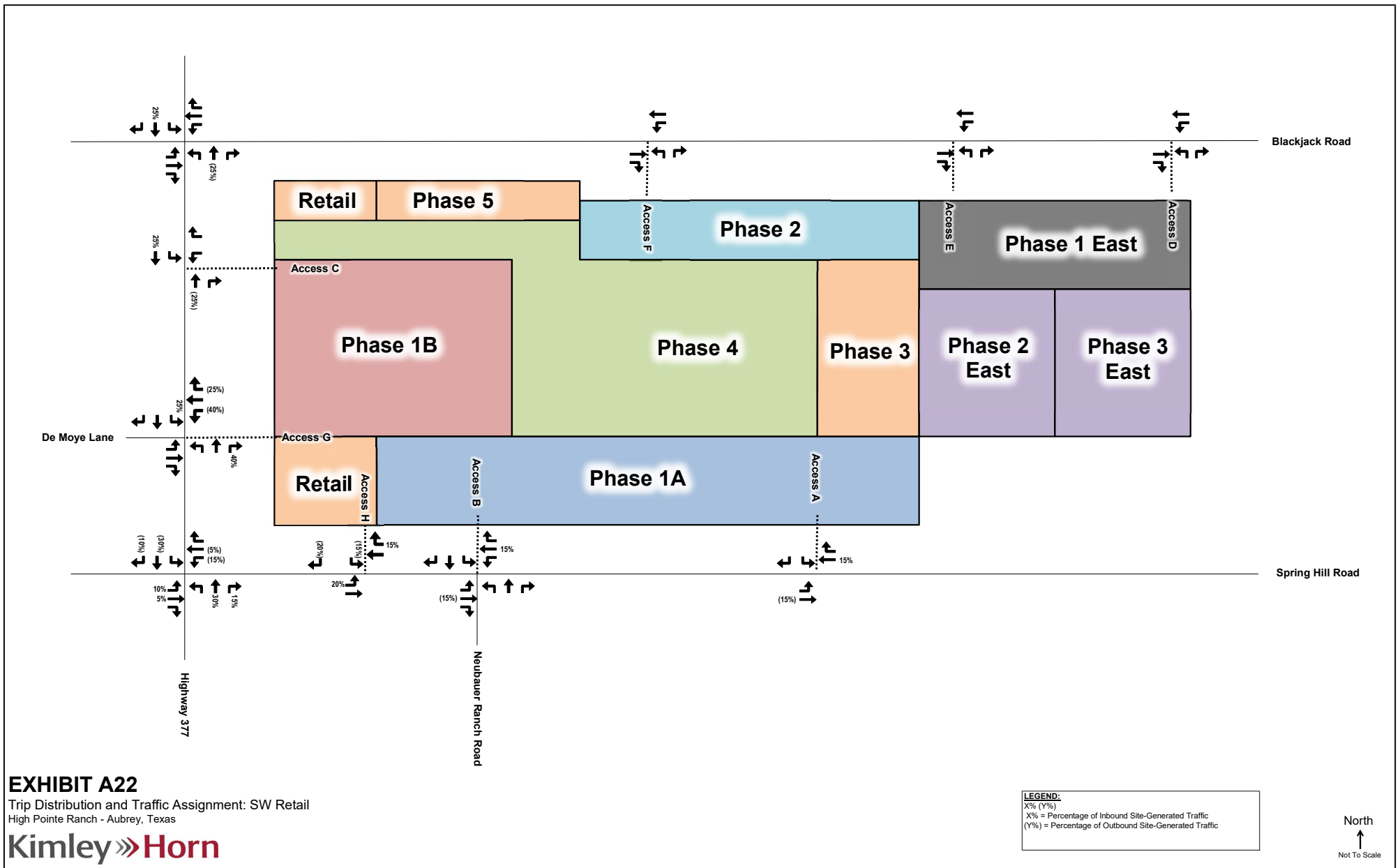


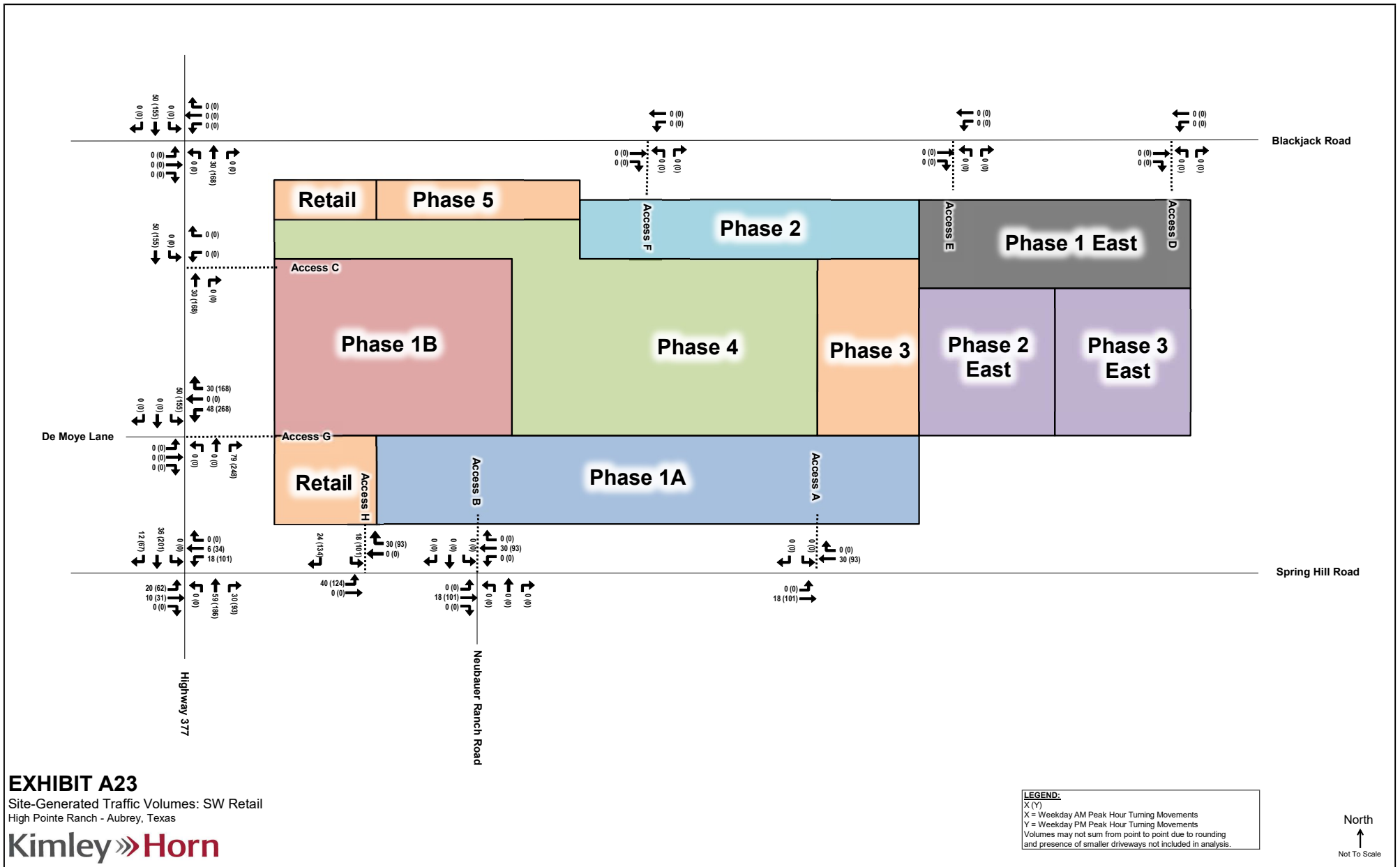








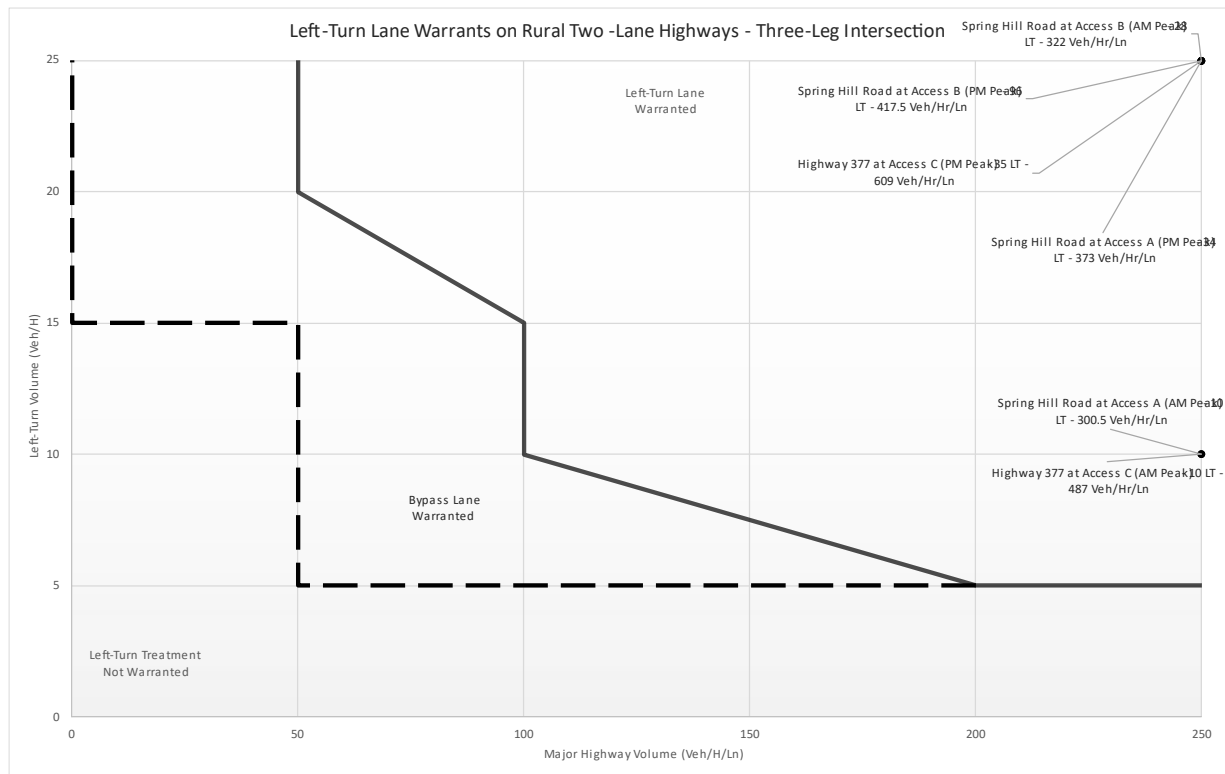




LEFT-TURN LANE ANALYSIS WORKSHEETS

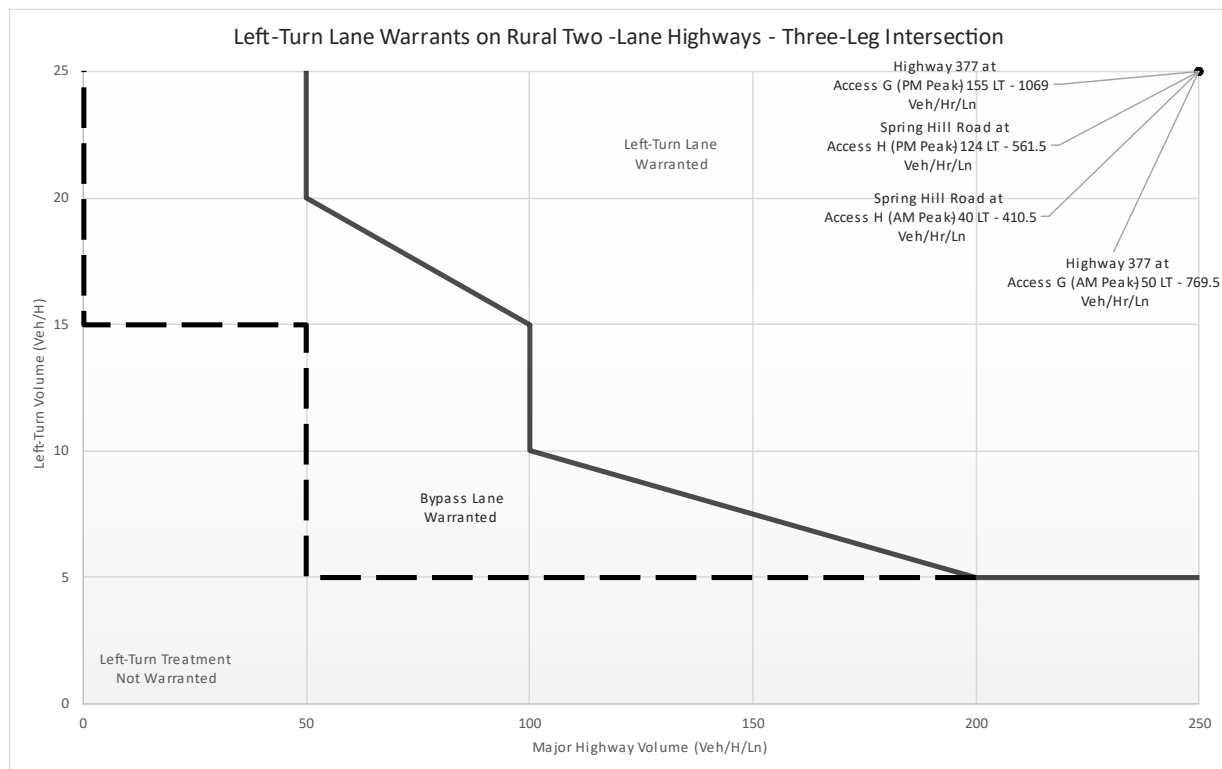
2025 Buildout Left-Turn Lane Analysis

Site Criteria	Spring Hill Road at Access A		Spring Hill Road at Access B		Highway 377 at Access C	
	AM Peak	PM Peak	AM Peak	PM Peak	AM Peak	PM Peak
Major-Road Peak-Hour Volume	601	746	644	835	974	1218
Major-Road Veh/Hr/Ln	301	373	322	418	487	609
LT Volume	10	34	28	96	10	35
Three Leg Intersection?	Yes	Yes	No	No	Yes	Yes
Bypass Exceeded?	Yes	Yes	Yes	Yes	Yes	Yes
LT Exceeded?	Yes	Yes	Yes	Yes	Yes	Yes



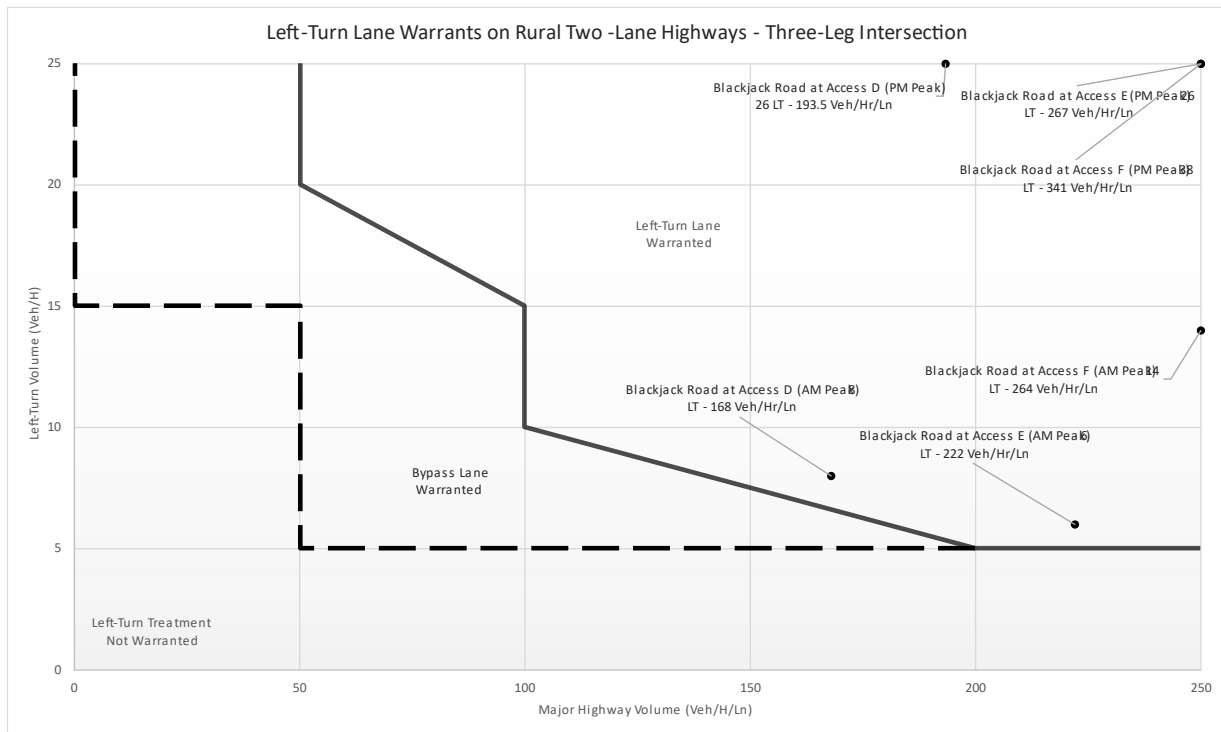
2026 Buildout Left-Turn Lane Analysis

Site Criteria	Highway 377 at Access G		Spring Hill Road at Access H	
	AM Peak	PM Peak	AM Peak	PM Peak
Major-Road Peak-Hour Volume	1539	2138	821	1123
Major-Road Veh/Hr/Ln	770	1069	411	562
LT Volume	50	155	40	124
Three Leg Intersection?	No	No	Yes	Yes
LT Exceeded?	Yes	Yes	Yes	Yes



2028 Buildout Left-Turn Lane Analysis

Site Criteria	Blackjack Road at Access D		Blackjack Road at Access E		Blackjack Road at Access F	
	AM Peak	PM Peak	AM Peak	PM Peak	AM Peak	PM Peak
Major-Road Peak-Hour Volume	336	387	444	534	528	682
Major-Road Veh/Hr/Ln	168	194	222	267	264	341
LT Volume	8	26	6	26	14	38
Three Leg Intersection?	Yes	Yes	Yes	Yes	Yes	Yes
Bypass Exceeded?	Yes	Yes	Yes	Yes	Yes	Yes
LT Exceeded?	Yes	Yes	Yes	Yes	Yes	Yes



**TRAFFIC SIGNAL WARRANT ANALYSIS
US 377 AT BLACKJACK ROAD**

US 377 at Blackjack Road

Signal Warrant Volumes
Buildout (2028)

Scenario: Buildout
Existing Year: 2022
Study Year: 2028
Growth %: 3%
City: Aubrey

Major: US 377
Direction: NB SB
of Lanes: 4

Minor: Blackjack Road
Direction: EB WB
of Lanes: 3

N ISOLATED COMMUNITY WITH POPULATION LESS THAN 10,000 (Y OR N):
Y 85TH PERCENTILE SPEED OR POSTED SPEED LIMIT GREATER THAN 40 MPH ON MAJOR STREET (Y OR N):

Input

Hour Start	Eastbound					Westbound					Northbound					Southbound				
	Existing Volumes	2028 Grown Volumes	Background Site Traffic	Site Traffic	Total Eastbound Volumes	Existing Volumes	2028 Grown Volumes	Background Site Traffic	Site Traffic	Total Westbound Volumes	Existing Volumes	2028 Grown Volumes	Background Site Traffic	Site Traffic	Total Northbound Volumes	Existing Volumes	2028 Grown Volumes	Background Site Traffic	Site Traffic	Total Southbound Volumes
6:00 - 7:00 AM	4	5	0	0	5	26	31	0	84	115	229	273	0	63	336	403	481	0	34	515
7:00 - 8:00 AM	9	11	0	0	11	53	63	0	147	211	424	506	23	122	651	476	568	8	75	651
8:00 - 9:00 AM	7	8	0	0	8	42	50	0	133	184	388	463	0	135	598	436	521	0	105	626
9:00 - 10:00 AM	6	7	0	0	7	31	37	0	98	135	326	389	0	139	528	354	423	0	138	561
10:00 - 11:00 AM	7	8	0	0	8	39	47	0	97	144	328	392	0	184	576	379	453	0	186	638
11:00 - 12:00 PM	7	8	0	0	8	42	50	0	98	140	325	388	0	227	615	413	493	0	225	718
12:00 - 1:00 PM	11	13	0	0	13	60	72	0	90	170	363	433	0	261	695	398	475	0	249	725
1:00 - 2:00 PM	7	8	0	0	8	39	47	0	105	151	379	453	0	271	724	390	466	0	239	704
2:00 - 3:00 PM	8	10	0	0	10	45	54	0	104	158	415	496	0	273	768	362	432	0	234	666
3:00 - 4:00 PM	8	10	0	0	10	48	57	0	109	167	483	577	0	288	865	339	405	0	259	664
4:00 - 5:00 PM	11	13	0	0	13	60	72	0	127	199	528	630	0	319	949	431	515	0	290	805
5:00 - 6:00 PM	11	13	0	0	13	62	74	0	126	200	567	677	16	316	1009	466	556	26	287	870
6:00 - 7:00 PM	8	10	0	0	10	44	53	0	106	158	420	502	0	274	776	376	449	0	251	700
7:00 - 8:00 PM	4	5	0	0	5	24	29	0	84	113	265	316	0	227	543	282	337	0	203	540
8:00 - 9:00 PM	3	4	0	0	4	16	19	0	68	87	234	279	0	209	488	246	294	0	164	458
9:00 - 10:00 PM	2	2	0	0	2	9	11	0	52	62	145	173	0	153	327	118	141	0	98	239

Hourly variation from ITE Trip Generation, 11th Edition

Code	210			822			820		
Land Use	Single-Family Detached Housing			Strip Retail Plaza			Shopping Center (>150k)		
Time	Total	Entering	Exiting	Total	Entering	Exiting	Total	Entering	Exiting
6:00 - 7:00 AM	3.7%	1.6%	5.8%	0.5%	0.5%	0.5%	0.7%	0.9%	0.5%
7:00 - 8:00 AM	6.5%	3.1%	10.0%	2.2%	2.2%	2.2%	1.6%	1.9%	1.2%
8:00 - 9:00 AM	6.2%	3.8%	8.5%	4.5%	4.5%	4.5%	2.4%	2.9%	1.8%
9:00 - 10:00 AM	4.6%	3.3%	5.8%	5.8%	5.8%	5.8%	4.0%	4.9%	3.2%
10:00 - 11:00 AM	4.9%	4.2%	5.6%	6.5%	6.5%	6.5%	6.1%	7.0%	5.3%
11:00 - 12:00 PM	5.3%	5.4%	5.1%	6.3%	6.3%	6.3%	7.9%	8.5%	7.3%
12:00 - 1:00 PM	5.7%	5.7%	5.7%	6.1%	6.1%	6.1%	9.2%	9.6%	8.9%
1:00 - 2:00 PM	6.1%	6.1%	6.0%	6.9%	6.9%	6.9%	8.8%	8.7%	9.0%
2:00 - 3:00 PM	6.6%	7.1%	6.1%	6.1%	6.1%	6.1%	8.2%	7.8%	8.6%
3:00 - 4:00 PM	7.5%	8.7%	6.2%	7.4%	7.4%	7.4%	8.3%	8.1%	8.5%
4:00 - 5:00 PM	8.9%	10.5%	7.4%	8.0%	8.0%	8.0%	8.7%	8.6%	8.7%
5:00 - 6:00 PM	8.7%	10.0%	7.3%	8.0%	8.0%	8.0%	8.8%	8.7%	8.9%
6:00 - 7:00 PM	7.2%	8.5%	5.9%	8.0%	8.0%	8.0%	7.7%	7.7%	7.8%
7:00 - 8:00 PM	5.1%	6.1%	4.2%	8.5%	8.5%	8.5%	6.8%	6.5%	7.0%
8:00 - 9:00 PM	4.6%	6.1%	3.1%	8.5%	8.5%	8.5%	5.3%	4.3%	6.3%
9:00 - 10:00 PM	3.3%	4.4%	2.3%	6.7%	6.7%	6.7%	3.3%	1.9%	4.6%

Site Generated Traffic

New Land Use?	Input	Land-Use	Daily Trips	Eastbound		Westbound		Northbound		Southbound	
				Entering	Exiting	Entering Trips	Exiting Trips	Entering	Exiting	Entering Trips	Exiting Trips
1	210	Single-Family Detached Housing	2128			0	0			0	266
1	210	Single-Family Detached Housing	1768			0	0			0	221
1	210	Single-Family Detached Housing	2128			0	0	35%	0	372	213
1	210	Single-Family Detached Housing	1483			0	0	35%	0	260	148
1	210	Single-Family Detached Housing	1839			0	0	85%	0	782	552
2	822	Strip Retail Plaza	1634			0	0	35%	0	286	163
3	820	Shopping Center (>150k)	14088			0	0		0	0	1761
						0	0		0	0	0

Background Traffic

New Land Use?	Input	Land-Use	Daily Trips	Eastbound		Westbound		Northbound		Southbound	
				Entering	Exiting	Entering Trips	Exiting Trips	Entering	Exiting	Entering Trips	Exiting Trips
						0	0			0	0
						0	0			0	0
						0	0			0	0
						0	0			0	0
						0	0			0	0
						0	0			0	0
						0	0			0	0
						0	0			0	0
						0	0			0	0

TRAFFIC SIGNAL WARRANT ANALYSIS (2011 TXMUTCD)

MAJOR STREET:	<u>US 377</u>	NB	SB	# OF APPROACH LANES:	4
MINOR STREET:	<u>Blackjack Road</u>	EB	WB	# OF APPROACH LANES:	3
CITY, STATE:	<u>Aubrey, TX</u>				
COMMENTS:	<u>Buildout (2028)</u>				

ISOLATED COMMUNITY WITH POPULATION LESS THAN 10,000 (Y OR N):

N

85TH PERCENTILE SPEED OR POSTED SPEED LIMIT GREATER THAN 40 MPH ON MAJOR STREET (Y OR N):

Y

	US 377		Total	Blackjack Road		Minor Street Heavy Leg
	NB Approach	SB Approach		EB Approach	WB Approach	
6:00 - 7:00 AM	336	515	851	5	115	115
7:00 - 8:00 AM	651	651	1302	11	211	211
8:00 - 9:00 AM	598	626	1224	8	184	184
9:00 - 10:00 AM	528	561	1089	7	135	135
10:00 - 11:00 AM	576	638	1214	8	144	144
11:00 - 12:00 PM	615	718	1333	8	140	140
12:00 - 1:00 PM	695	725	1420	13	170	170
1:00 - 2:00 PM	724	704	1428	8	151	151
2:00 - 3:00 PM	768	666	1434	10	158	158
3:00 - 4:00 PM	865	664	1529	10	167	167
4:00 - 5:00 PM	949	805	1754	13	199	199
5:00 - 6:00 PM	1009	870	1879	13	200	200
6:00 - 7:00 PM	776	700	1476	10	158	158
7:00 - 8:00 PM	543	540	1083	5	113	113
8:00 - 9:00 PM	488	458	946	4	87	87
9:00 - 10:00 PM	327	239	566	2	62	62

Warrant	Description	Warrant Met?
1	Eight-Hour Volume	WARRANT MET
2	Four-Hour Volume	WARRANT MET
3	Peak Hour Volume	WARRANT MET
4	Pedestrian Volume	N/A
5	School Crossing	N/A
6	Coordinated Signal System	N/A
7	Crash Experience	N/A
8	Roadway Network	N/A
9	Intersection Near a Grade Crossing	N/A

TRAFFIC SIGNAL WARRANT ANALYSIS (2011 TXMUTCD)

MAJOR STREET: US 377 NB SB # OF APPROACH LANES: 4

MINOR STREET: Blackjack Road EB WB # OF APPROACH LANES: 3

CITY, STATE: Aubrey, TX

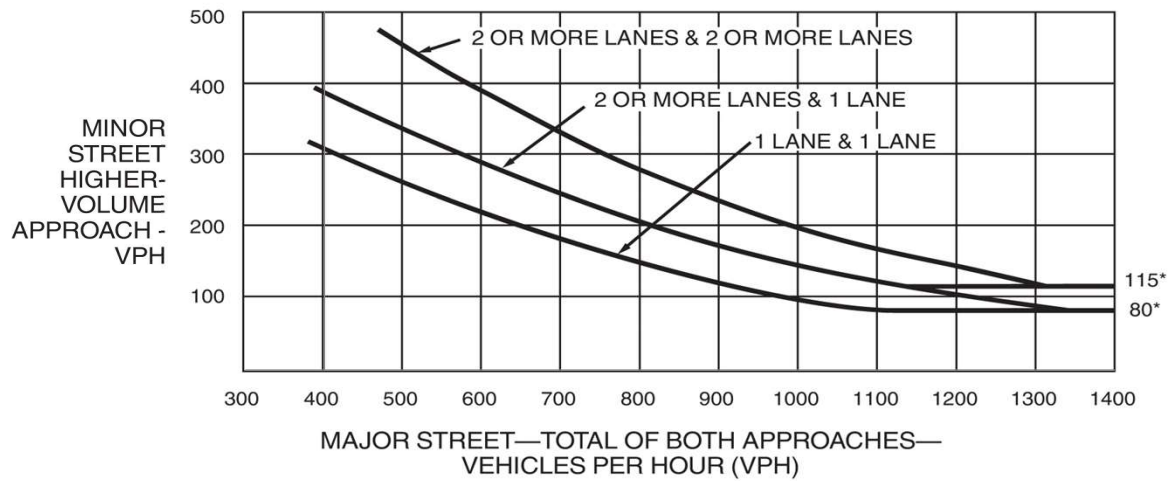
COMMENTS: Buildout (2028)

ISOLATED COMMUNITY WITH POPULATION LESS THAN 10,000 (Y OR N): N
85TH PERCENTILE SPEED OR POSTED SPEED LIMIT GREATER THAN 40 MPH ON MAJOR STREET (Y OR N): Y

			MAJOR ST TWO-WAY TRAFFIC	MINOR ST TRAFFIC HEAVY LEG	WARRANT 1 - Condition A, Part 1			WARRANT 1 - Condition B, Part 1			WARRANT 1 - Condition A, Part 2			WARRANT 1 - Condition B, Part 2			WARRANT 2 Four-Hour	WARRANT 3 Peak Hour
					MAIN LINE	SIDE STREET	BOTH MET	MAIN LINE	SIDE STREET	BOTH MET	MAIN LINE	SIDE STREET	BOTH MET	MAIN LINE	SIDE STREET	BOTH MET		
THRESHOLD VALUES					420	140		630	70		336	112		504	56			
06:00 AM	TO	07:00 AM	851	115	Y			Y	Y	Y	Y	Y	Y	Y	Y	Y		
07:00 AM	TO	08:00 AM	1,302	211	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
08:00 AM	TO	09:00 AM	1,224	184	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
09:00 AM	TO	10:00 AM	1,089	135	Y			Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
10:00 AM	TO	11:00 AM	1,214	144	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
11:00 AM	TO	12:00 PM	1,333	140	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
12:00 PM	TO	01:00 PM	1,420	170	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
01:00 PM	TO	02:00 PM	1,428	151	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
02:00 PM	TO	03:00 PM	1,434	158	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
03:00 PM	TO	04:00 PM	1,529	167	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
04:00 PM	TO	05:00 PM	1,754	199	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
05:00 PM	TO	06:00 PM	1,879	200	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
06:00 PM	TO	07:00 PM	1,476	158	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
07:00 PM	TO	08:00 PM	1,083	113	Y			Y	Y	Y	Y	Y	Y	Y	Y	Y		
08:00 PM	TO	09:00 PM	946	87	Y			Y	Y	Y			Y	Y	Y	Y		
09:00 PM	TO	10:00 PM	566	62	Y								Y	Y	Y			
			20,528	2,394	16	11	11	15	15	15	16	14	14	16	16	16	15	12
					8 HOURS NEEDED			8 HOURS NEEDED			8 HOURS NEEDED for both Condition A & B						4 HRS NEEDED	1 HR NEEDED
					SATISFIED			SATISFIED			SATISFIED						SATISFIED	SATISFIED

11/21/24
Kimley-Horn and Associates, Inc.

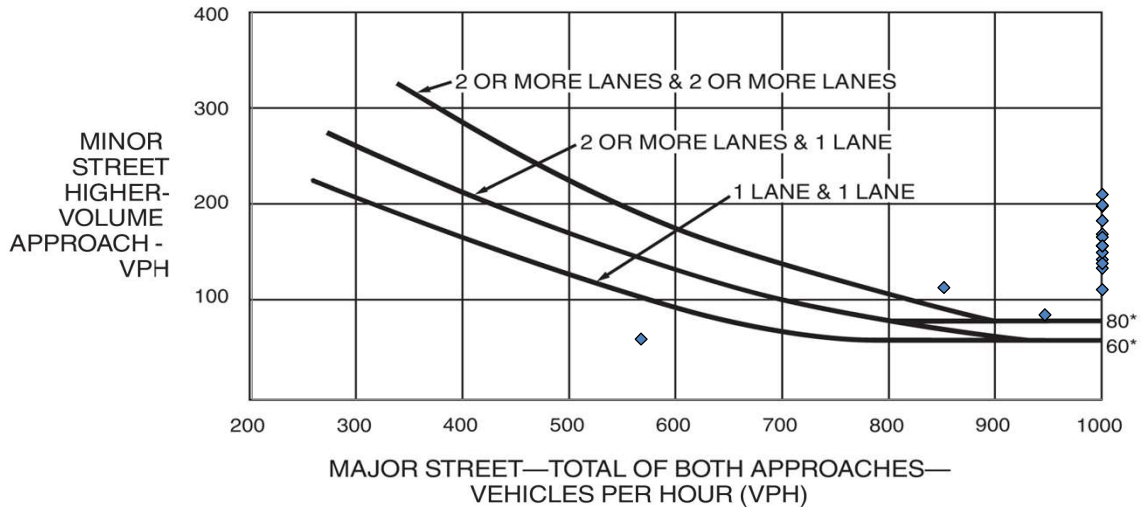
Figure 4C-1. Warrant 2, Four-Hour Vehicular Volume



*Note: 115 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor-street approach with one lane.

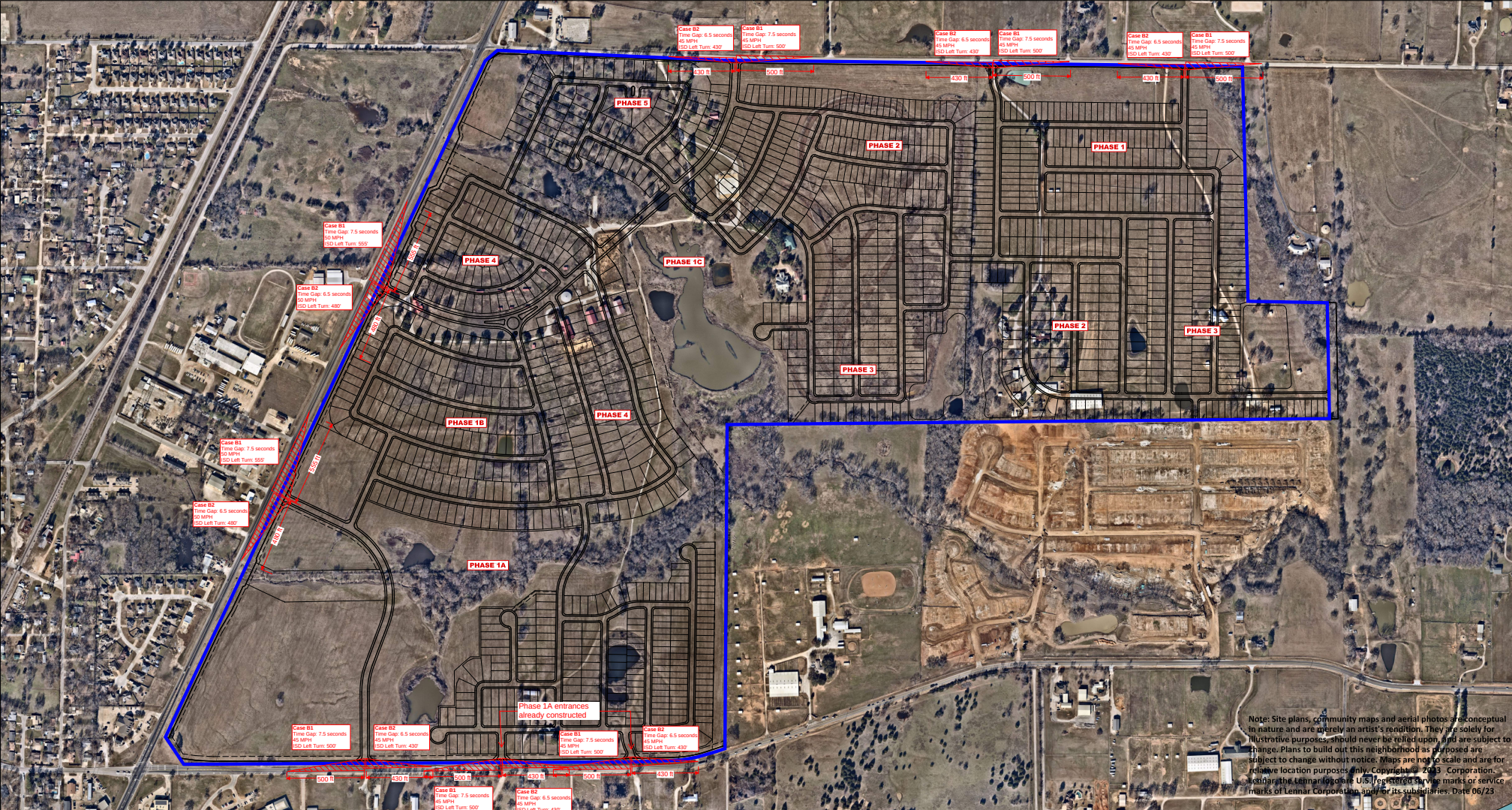
Figure 4C-2. Warrant 2, Four-Hour Vehicular Volume (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)



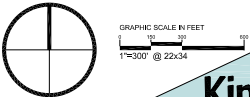
*Note: 80 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 60 vph applies as the lower threshold volume for a minor-street approach with one lane.

SIGHT DISTANCE EXHIBIT



HIGHPOINTE RANCH

SIGHT DISTANCE EXHIBIT



Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3550
State of Texas Registration No. 1-528

Synchro™ Output – 2022 Existing Traffic

High Pointe Ranch TIA
Lanes, Volumes, Timings

2022 - Existing - AM
1: Highway 377 & Spring Hill Road

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	→	↱	↰	→	↱	↰	→	↱	↰	→	↱
Traffic Volume (vph)	38	184	128	177	154	47	110	328	144	39	418	28
Future Volume (vph)	38	184	128	177	154	47	110	328	144	39	418	28
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	80		80	130		130	215		115	140		140
Storage Lanes	1		1	1		1	1		1	1		1
Taper Length (ft)	60			110			100			110		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1863	1583	1770	1863	1583	1770	1863	1583	1770	1863	1583
Flt Permitted	0.594			0.484			0.950			0.950		
Satd. Flow (perm)	1106	1863	1583	902	1863	1583	1770	1863	1583	1770	1863	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			83			83			81			81
Link Speed (mph)		30			45			55			55	
Link Distance (ft)		751			2337			1340			1988	
Travel Time (s)		17.1			35.4			16.6			24.6	
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88
Adj. Flow (vph)	43	209	145	201	175	53	125	373	164	44	475	32
Shared Lane Traffic (%)												
Lane Group Flow (vph)	43	209	145	201	175	53	125	373	164	44	475	32
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane							Yes					
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	D,P+P	NA	Perm	D,P+P	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	4		8	8		4		6				2

11/20/2024
Kimley-Horn

Synchro 11 Report
Page 1

High Pointe Ranch TIA
Lanes, Volumes, Timings

2022 - Existing - AM
1: Highway 377 & Spring Hill Road

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	3	8	8	7	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0	7.0	7.0	10.0	10.0	7.0	10.0	10.0
Minimum Split (s)	12.7	39.0	39.0	12.7	24.6	24.6	12.9	25.4	25.4	12.9	33.4	33.4
Total Split (s)	40.5	41.0	41.0	40.5	41.0	41.0	35.1	66.4	66.4	35.1	66.4	66.4
Total Split (%)	22.1%	22.4%	22.4%	22.1%	22.4%	22.4%	19.2%	36.3%	36.3%	19.2%	36.3%	36.3%
Maximum Green (s)	35.1	35.0	35.0	35.0	35.3	35.3	30.0	60.0	60.0	30.0	60.0	60.0
Yellow Time (s)	3.6	4.3	4.3	3.0	3.2	3.2	3.9	5.0	5.0	3.9	5.0	5.0
All-Red Time (s)	1.8	1.7	1.7	2.5	2.5	2.5	1.2	1.4	1.4	1.2	1.4	1.4
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.4	6.0	6.0	5.5	5.7	5.7	5.1	6.4	6.4	5.1	6.4	6.4
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?		Yes	Yes	Yes			Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	1.0	2.0	2.0	1.0	2.0	2.0	1.0	0.5	0.5	1.0	0.5	0.5
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)		8.0	8.0								6.0	6.0
Flash Dont Walk (s)		25.0	25.0								21.0	21.0
Pedestrian Calls (#/hr)		0	0								0	0
Act Effct Green (s)	32.0	17.7	17.7	30.1	26.2	26.2	12.3	38.4	38.4	8.3	30.7	30.7
Actuated g/C Ratio	0.33	0.18	0.18	0.31	0.27	0.27	0.13	0.39	0.39	0.09	0.32	0.32
v/c Ratio	0.10	0.62	0.41	0.52	0.35	0.11	0.56	0.51	0.24	0.29	0.81	0.06
Control Delay	24.2	49.0	23.0	29.7	35.3	2.9	55.8	27.1	12.9	56.9	43.8	0.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	24.2	49.0	23.0	29.7	35.3	2.9	55.8	27.1	12.9	56.9	43.8	0.2
LOS	C	D	C	C	D	A	E	C	B	E	D	A
Approach Delay		36.8			28.7			29.0			42.3	
Approach LOS		D			C			C			D	
Queue Length 50th (ft)	16	113	31	82	87	0	70	169	32	25	251	0
Queue Length 95th (ft)	51	258	111	191	192	11	174	332	94	80	497	0
Internal Link Dist (ft)		671			2257			1260			1908	
Turn Bay Length (ft)	80		80	130		130	215		115	140		140
Base Capacity (vph)	733	724	666	723	746	684	590	1244	1083	590	1242	1082
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.06	0.29	0.22	0.28	0.23	0.08	0.21	0.30	0.15	0.07	0.38	0.03

Intersection Summary

Area Type:	Other
Cycle Length:	183
Actuated Cycle Length:	97.4
Natural Cycle:	100
Control Type:	Semi Act-Uncoord
Maximum v/c Ratio:	0.81
Intersection Signal Delay:	34.1
Intersection Capacity Utilization:	66.8%
Analysis Period (min)	15
Intersection LOS:	C
ICU Level of Service:	C

11/20/2024
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Synchro 11 Report
Page 2

Splits and Phases: 1: Highway 377 & Spring Hill Road

 Ø1	 Ø2	 Ø3	 Ø4
35.1 s	66.4 s	40.5 s	41 s
 Ø5	 Ø6	 Ø7	 Ø8
35.1 s	66.4 s	40.5 s	41 s








Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	174	2	0	224	5	1
Future Volume (vph)	174	2	0	224	5	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.998				0.981	
Flt Protected					0.959	
Satd. Flow (prot)	1859	0	0	1863	1752	0
Flt Permitted					0.959	
Satd. Flow (perm)	1859	0	0	1863	1752	0
Link Speed (mph)	45			55	25	
Link Distance (ft)	2337			1187	1301	
Travel Time (s)	35.4			14.7	35.5	
Peak Hour Factor	0.78	0.78	0.78	0.78	0.78	0.78
Adj. Flow (vph)	223	3	0	287	6	1
Shared Lane Traffic (%)						
Lane Group Flow (vph)	226	0	0	287	7	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	21.8%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2022 - Existing - AM
2: Neubauer Ranch Road & Spring Hill Road

Intersection						
Int Delay, s/veh	0.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↱			↰	↰	
Traffic Vol, veh/h	174	2	0	224	5	1
Future Vol, veh/h	174	2	0	224	5	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	78	78	78	78	78	78
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	223	3	0	287	6	1

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	226
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1342
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1342
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	11.6
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	555	-	-	1342	-
HCM Lane V/C Ratio	0.014	-	-	-	-
HCM Control Delay (s)	11.6	-	-	0	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0	-	-	0	-

High Pointe Ranch TIA
Lanes, Volumes, Timings

2022 - Existing - AM
3: Highway 377 & De Moya Lane

Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	↰			↱	↱	
Traffic Volume (vph)	9	21	49	354	455	4
Future Volume (vph)	9	21	49	354	455	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.905				0.999	
Flt Protected	0.986			0.994		
Satd. Flow (prot)	1662	0	0	1852	1861	0
Flt Permitted	0.986			0.994		
Satd. Flow (perm)	1662	0	0	1852	1861	0
Link Speed (mph)	20			55	55	
Link Distance (ft)	1128			1988	1399	
Travel Time (s)	38.5			24.6	17.3	
Peak Hour Factor	0.87	0.87	0.87	0.87	0.87	0.87
Adj. Flow (vph)	10	24	56	407	523	5
Shared Lane Traffic (%)						
Lane Group Flow (vph)	34	0	0	463	528	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			0	0	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	

Intersection Summary	
Area Type:	Other
Control Type:	Unsignalized
Intersection Capacity Utilization 58.9%	ICU Level of Service B
Analysis Period (min)	15

High Pointe Ranch TIA
HCM 6th TWSC

2022 - Existing - AM
3: Highway 377 & De Moya Lane

Intersection						
Int Delay, s/veh	1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	Y			Y	Y	
Traffic Vol, veh/h	9	21	49	354	455	4
Future Vol, veh/h	9	21	49	354	455	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	10	24	56	407	523	5
Major/Minor						
	Minor2	Major1	Major2			
Conflicting Flow All	1045	526	528	0	-	0
Stage 1	526	-	-	-	-	-
Stage 2	519	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	253	552	1039	-	-	-
Stage 1	593	-	-	-	-	-
Stage 2	597	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	235	552	1039	-	-	-
Mov Cap-2 Maneuver	235	-	-	-	-	-
Stage 1	551	-	-	-	-	-
Stage 2	597	-	-	-	-	-
Approach						
	EB	NB	SB			
HCM Control Delay, s	15	1.1	0			
HCM LOS	C					
Minor Lane/Major Mvmt						
	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1039	-	393	-	-	
HCM Lane V/C Ratio	0.054	-	0.088	-	-	
HCM Control Delay (s)	8.7	0	15	-	-	
HCM Lane LOS	A	A	C	-	-	
HCM 95th %tile Q(veh)	0.2	-	0.3	-	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2022 - Existing - AM
4: Highway 377 & Blackjack Road

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	4	18	0	27	20	19	1	285	43	34	416	1
Future Volume (vph)	4	18	0	27	20	19	1	285	43	34	416	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt					0.961			0.982				
Flt Protected		0.992			0.980						0.996	
Satd. Flow (prot)	0	1848	0	0	1754	0	0	1829	0	0	1855	0
Flt Permitted		0.992			0.980						0.996	
Satd. Flow (perm)	0	1848	0	0	1754	0	0	1829	0	0	1855	0
Link Speed (mph)		45			55			55			55	
Link Distance (ft)		1199			1698			1758			945	
Travel Time (s)		18.2			21.0			21.8			11.7	
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Adj. Flow (vph)	4	20	0	30	22	21	1	320	48	38	467	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	24	0	0	73	0	0	369	0	0	506	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Stop			Stop			Free			Free	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	58.8%				ICU Level of Service B							
Analysis Period (min)	15											

High Pointe Ranch TIA
HCM 6th TWSC

2022 - Existing - AM
4: Highway 377 & Blackjack Road

Intersection												
Int Delay, s/veh	2.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	4	18	0	27	20	19	1	285	43	34	416	1
Future Vol, veh/h	4	18	0	27	20	19	1	285	43	34	416	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	4	20	0	30	22	21	1	320	48	38	467	1
Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	912	914	468	900	890	344	468	0	0	368	0	0
Stage 1	544	544	-	346	346	-	-	-	-	-	-	-
Stage 2	368	370	-	554	544	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	255	273	595	259	282	699	1094	-	-	1191	-	-
Stage 1	523	519	-	670	635	-	-	-	-	-	-	-
Stage 2	652	620	-	517	519	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	224	261	595	236	270	699	1094	-	-	1191	-	-
Mov Cap-2 Maneuver	224	261	-	236	270	-	-	-	-	-	-	-
Stage 1	522	497	-	669	634	-	-	-	-	-	-	-
Stage 2	609	619	-	475	497	-	-	-	-	-	-	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	20.8			20.5			0			0.6		
HCM LOS	C			C								
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR					
Capacity (veh/h)	1094	-	-	253	306	1191	-	-				
HCM Lane V/C Ratio	0.001	-	-	0.098	0.242	0.032	-	-				
HCM Control Delay (s)	8.3	0	-	20.8	20.5	8.1	0	-				
HCM Lane LOS	A	A	-	C	C	A	A	-				
HCM 95th %tile Q(veh)	0	-	-	0.3	0.9	0.1	-	-				

High Pointe Ranch TIA
Lanes, Volumes, Timings

2022 - Existing - PM
1: Highway 377 & Spring Hill Road

	↖	→	↗	↖	←	↖	↖	↑	↗	↗	↓	↖
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↑	↗	↖	↑	↗	↖	↑	↗	↖	↑	↗
Traffic Volume (vph)	44	126	118	189	112	51	52	452	125	21	406	32
Future Volume (vph)	44	126	118	189	112	51	52	452	125	21	406	32
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	80		80	130		130	215		115	140		140
Storage Lanes	1		1	1		1	1		1	1		1
Taper Length (ft)	60			110			100			110		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1863	1583	1770	1863	1583	1770	1863	1583	1770	1863	1583
Flt Permitted	0.678			0.669			0.950			0.950		
Satd. Flow (perm)	1263	1863	1583	1246	1863	1583	1770	1863	1583	1770	1863	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			96			83			81			81
Link Speed (mph)		30			45			55			55	
Link Distance (ft)		751			2337			1340			1988	
Travel Time (s)		17.1			35.4			16.6			24.6	
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	48	138	130	208	123	56	57	497	137	23	446	35
Shared Lane Traffic (%)												
Lane Group Flow (vph)	48	138	130	208	123	56	57	497	137	23	446	35
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane							Yes					
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	D,P+P	NA	Perm	D,P+P	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	4		8	8		4		6				2

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Synchro 11 Report
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2022 - Existing - PM
1: Highway 377 & Spring Hill Road

	↖	→	↗	↖	←	↖	↖	↑	↗	↗	↓	↖
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	3	8	8	7	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0	7.0	7.0	10.0	10.0	7.0	10.0	10.0
Minimum Split (s)	12.7	39.0	39.0	12.7	24.6	24.6	12.9	25.4	25.4	12.9	33.4	33.4
Total Split (s)	40.5	41.0	41.0	40.5	41.0	41.0	35.1	66.4	66.4	35.1	66.4	66.4
Total Split (%)	22.1%	22.4%	22.4%	22.1%	22.4%	22.4%	19.2%	36.3%	36.3%	19.2%	36.3%	36.3%
Maximum Green (s)	35.1	35.0	35.0	35.0	35.3	35.3	30.0	60.0	60.0	30.0	60.0	60.0
Yellow Time (s)	3.6	4.3	4.3	3.0	3.2	3.2	3.9	5.0	5.0	3.9	5.0	5.0
All-Red Time (s)	1.8	1.7	1.7	2.5	2.5	2.5	1.2	1.4	1.4	1.2	1.4	1.4
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.4	6.0	6.0	5.5	5.7	5.7	5.1	6.4	6.4	5.1	6.4	6.4
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?		Yes	Yes	Yes			Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	1.0	2.0	2.0	1.0	2.0	2.0	1.0	0.5	0.5	1.0	0.5	0.5
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)		8.0	8.0								6.0	6.0
Flash Dont Walk (s)		25.0	25.0								21.0	21.0
Pedestrian Calls (#/hr)		0	0								0	0
Act Effct Green (s)	25.6	12.2	12.2	23.5	20.0	20.0	8.5	30.0	30.0	7.7	24.0	24.0
Actuated g/C Ratio	0.34	0.16	0.16	0.31	0.26	0.26	0.11	0.39	0.39	0.10	0.31	0.31
v/c Ratio	0.10	0.46	0.39	0.46	0.25	0.12	0.29	0.68	0.20	0.13	0.76	0.06
Control Delay	19.2	39.4	16.7	23.2	30.0	3.5	42.8	26.4	9.8	42.9	34.7	0.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	19.2	39.4	16.7	23.2	30.0	3.5	42.8	26.4	9.8	42.9	34.7	0.2
LOS	B	D	B	C	C	A	D	C	A	D	C	A
Approach Delay		27.0			22.5			24.4			32.7	
Approach LOS		C			C			C			C	
Queue Length 50th (ft)	14	59	14	67	49	0	25	158	14	10	186	0
Queue Length 95th (ft)	46	148	74	159	117	16	79	403	65	42	372	0
Internal Link Dist (ft)		671			2257			1260			1908	
Turn Bay Length (ft)	80		80	130		130	215		115	140		140
Base Capacity (vph)	903	932	840	901	940	840	759	1470	1266	759	1470	1266
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.05	0.15	0.15	0.23	0.13	0.07	0.08	0.34	0.11	0.03	0.30	0.03

Intersection Summary

Area Type:	Other
Cycle Length:	183
Actuated Cycle Length:	76.4
Natural Cycle:	100
Control Type:	Semi Act-Uncoord
Maximum v/c Ratio:	0.76
Intersection Signal Delay:	26.7
Intersection Capacity Utilization:	65.9%
Analysis Period (min)	15
Intersection LOS:	C
ICU Level of Service:	C

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Kimley-Horn

Synchro 11 Report
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2022 - Existing - PM
1: Highway 377 & Spring Hill Road

Splits and Phases: 1: Highway 377 & Spring Hill Road

Ø1	Ø2	Ø3	Ø4
35.1 s	66.4 s	40.5 s	41 s
Ø5	Ø6	Ø7	Ø8
35.1 s	66.4 s	40.5 s	41 s

High Pointe Ranch TIA
Lanes, Volumes, Timings

2022 - Existing - PM
2: Neubauer Ranch Road & Spring Hill Road

	→	↗	↖	←	↙	↘
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↰			↱	↰	↱
Traffic Volume (vph)	233	7	1	213	2	1
Future Volume (vph)	233	7	1	213	2	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.996				0.955	
Flt Protected					0.968	
Satd. Flow (prot)	1855	0	0	1863	1722	0
Flt Permitted					0.968	
Satd. Flow (perm)	1855	0	0	1863	1722	0
Link Speed (mph)	45			55	25	
Link Distance (ft)	2337			1187	1301	
Travel Time (s)	35.4			14.7	35.5	
Peak Hour Factor	0.82	0.82	0.82	0.82	0.82	0.82
Adj. Flow (vph)	284	9	1	260	2	1
Shared Lane Traffic (%)						
Lane Group Flow (vph)	293	0	0	261	3	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	

Intersection Summary
Area Type: Other
Control Type: Unsignalized
Intersection Capacity Utilization 22.7%
ICU Level of Service A
Analysis Period (min) 15

High Pointe Ranch TIA
HCM 6th TWSC

2022 - Existing - PM
2: Neubauer Ranch Road & Spring Hill Road

Intersection						
Int Delay, s/veh	0.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	233	7	1	213	2	1
Future Vol, veh/h	233	7	1	213	2	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	82	82	82	82	82	82
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	284	9	1	260	2	1
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	293	0	551	289
Stage 1	-	-	-	-	289	-
Stage 2	-	-	-	-	262	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1269	-	495	750
Stage 1	-	-	-	-	760	-
Stage 2	-	-	-	-	782	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1269	-	495	750
Mov Cap-2 Maneuver	-	-	-	-	495	-
Stage 1	-	-	-	-	760	-
Stage 2	-	-	-	-	781	-
Approach	EB	WB		NB		
HCM Control Delay, s	0	0		11.5		
HCM LOS	B					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	558	-	-	1269	-	
HCM Lane V/C Ratio	0.007	-	-	0.001	-	
HCM Control Delay (s)	11.5	-	-	7.8	0	
HCM Lane LOS	B	-	-	A	A	
HCM 95th %tile Q(veh)	0	-	-	0	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2022 - Existing - PM
3: Highway 377 & De Moye Lane

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	14	11	11	521	440	9
Future Volume (vph)	14	11	11	521	440	9
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.940			0.997		
Flt Protected	0.973			0.999		
Satd. Flow (prot)	1704	0	0	1861	1857	0
Flt Permitted	0.973			0.999		
Satd. Flow (perm)	1704	0	0	1861	1857	0
Link Speed (mph)	20			55		
Link Distance (ft)	1128			1988		
Travel Time (s)	38.5			24.6		
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94
Adj. Flow (vph)	15	12	12	554	468	10
Shared Lane Traffic (%)						
Lane Group Flow (vph)	27	0	0	566	478	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			0		
Link Offset(ft)	0			0		
Crosswalk Width(ft)	16			16		
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	46.2%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2022 - Existing - PM
3: Highway 377 & De Moya Lane

Intersection						
Int Delay, s/veh	0.5					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	14	11	11	521	440	9
Future Vol, veh/h	14	11	11	521	440	9
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	15	12	12	554	468	10
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	1051	473	478	0	-	0
Stage 1	473	-	-	-	-	-
Stage 2	578	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	251	591	1084	-	-	-
Stage 1	627	-	-	-	-	-
Stage 2	561	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	247	591	1084	-	-	-
Mov Cap-2 Maneuver	247	-	-	-	-	-
Stage 1	617	-	-	-	-	-
Stage 2	561	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	16.8	0.2		0		
HCM LOS	C					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1084	-	332	-	-	
HCM Lane V/C Ratio	0.011	-	0.08	-	-	
HCM Control Delay (s)	8.4	0	16.8	-	-	
HCM Lane LOS	A	A	C	-	-	
HCM 95th %tile Q(veh)	0	-	0.3	-	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2022 - Existing - PM
4: Highway 377 & Blackjack Road

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	4	13	1	27	10	17	0	452	33	20	388	1
Future Volume (vph)	4	13	1	27	10	17	0	452	33	20	388	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.993			0.957			0.991				
Flt Protected		0.990			0.976						0.998	
Satd. Flow (prot)	0	1831	0	0	1740	0	0	1846	0	0	1859	0
Flt Permitted		0.990			0.976						0.998	
Satd. Flow (perm)	0	1831	0	0	1740	0	0	1846	0	0	1859	0
Link Speed (mph)		45			55			55			55	
Link Distance (ft)		1199			1698			1758			945	
Travel Time (s)		18.2			21.0			21.8			11.7	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	4	14	1	28	11	18	0	476	35	21	408	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	19	0	0	57	0	0	511	0	0	430	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control	Stop				Stop			Free			Free	
Intersection Summary												
Area Type:	Other											
Control Type: Unsignalized												
Intersection Capacity Utilization 49.6%					ICU Level of Service A							
Analysis Period (min) 15												

High Pointe Ranch TIA
HCM 6th TWSC

2022 - Existing - PM
4: Highway 377 & Blackjack Road

Intersection												
Int Delay, s/veh	1.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Vol, veh/h	4	13	1	27	10	17	0	452	33	20	388	1
Future Vol, veh/h	4	13	1	27	10	17	0	452	33	20	388	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	4	14	1	28	11	18	0	476	35	21	408	1
Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	959	962	409	952	945	494	409	0	0	511	0	0
Stage 1	451	451	-	494	494	-	-	-	-	-	-	-
Stage 2	508	511	-	458	451	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	237	256	642	239	262	575	1150	-	-	1054	-	-
Stage 1	588	571	-	557	546	-	-	-	-	-	-	-
Stage 2	547	537	-	583	571	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	218	249	642	224	255	575	1150	-	-	1054	-	-
Mov Cap-2 Maneuver	218	249	-	224	255	-	-	-	-	-	-	-
Stage 1	588	556	-	557	546	-	-	-	-	-	-	-
Stage 2	520	537	-	553	556	-	-	-	-	-	-	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	20.6			20.8			0			0.4		
HCM LOS	C			C								
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR				
Capacity (veh/h)	1150	-	-	250	285	1054	-	-				
HCM Lane V/C Ratio	-	-	-	0.076	0.199	0.02	-	-				
HCM Control Delay (s)	0	-	-	20.6	20.8	8.5	0	-				
HCM Lane LOS	A	-	-	C	C	A	A	-				
HCM 95th %tile Q(veh)	0	-	-	0.2	0.7	0.1	-	-				

Synchro™ Output - 2025 Background Traffic

High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background - AM
1: Highway 377 & Spring Hill Road

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	43	214	144	252	191	76	124	370	180	52	472	32
Future Volume (vph)	43	214	144	252	191	76	124	370	180	52	472	32
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	80		80	130		130	215		115	140		140
Storage Lanes	1		1	1		1	1		1	1		1
Taper Length (ft)	60			110			100			110		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1863	1583	1770	1863	1583	1770	1863	1583	1770	1863	1583
Flt Permitted	0.521			0.371			0.950			0.950		
Satd. Flow (perm)	970	1863	1583	691	1863	1583	1770	1863	1583	1770	1863	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			83			83			81			81
Link Speed (mph)		30			45			55			55	
Link Distance (ft)		751			2337			1340			1988	
Travel Time (s)		17.1			35.4			16.6			24.6	
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88
Adj. Flow (vph)	49	243	164	286	217	86	141	420	205	59	536	36
Shared Lane Traffic (%)												
Lane Group Flow (vph)	49	243	164	286	217	86	141	420	205	59	536	36
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane							Yes					
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	D,P+P	NA	Perm	D,P+P	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	4		8	8		4		6				2

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Kimley-Horn

Synchro 11 Report
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background - AM
1: Highway 377 & Spring Hill Road

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	3	8	8	7	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0	7.0	7.0	10.0	10.0	7.0	10.0	10.0
Minimum Split (s)	12.7	39.0	39.0	12.7	24.6	24.6	12.9	25.4	25.4	12.9	33.4	33.4
Total Split (s)	40.5	41.0	41.0	40.5	41.0	41.0	35.1	66.4	66.4	35.1	66.4	66.4
Total Split (%)	22.1%	22.4%	22.4%	22.1%	22.4%	22.4%	19.2%	36.3%	36.3%	19.2%	36.3%	36.3%
Maximum Green (s)	35.1	35.0	35.0	35.0	35.3	35.3	30.0	60.0	60.0	30.0	60.0	60.0
Yellow Time (s)	3.6	4.3	4.3	3.0	3.2	3.2	3.9	5.0	5.0	3.9	5.0	5.0
All-Red Time (s)	1.8	1.7	1.7	2.5	2.5	2.5	1.2	1.4	1.4	1.2	1.4	1.4
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.4	6.0	6.0	5.5	5.7	5.7	5.1	6.4	6.4	5.1	6.4	6.4
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?		Yes	Yes	Yes			Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	1.0	2.0	2.0	1.0	2.0	2.0	1.0	0.5	0.5	1.0	0.5	0.5
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)		8.0	8.0								6.0	6.0
Flash Dont Walk (s)		25.0	25.0								21.0	21.0
Pedestrian Calls (#/hr)		0	0								0	0
Act Effct Green (s)	43.2	22.5	22.5	41.2	37.2	37.2	14.7	50.5	50.5	9.3	41.2	41.2
Actuated g/C Ratio	0.36	0.19	0.19	0.34	0.31	0.31	0.12	0.42	0.42	0.08	0.34	0.34
v/c Ratio	0.12	0.71	0.46	0.72	0.38	0.16	0.66	0.54	0.29	0.43	0.85	0.06
Control Delay	27.6	62.6	30.2	40.5	39.0	9.0	72.5	33.0	17.7	74.5	53.2	0.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	27.6	62.6	30.2	40.5	39.0	9.0	72.5	33.0	17.7	74.5	53.2	0.2
LOS	C	E	C	D	A	E	C	B	E	D	A	
Approach Delay		47.2			35.3			36.2			52.2	
Approach LOS		D			D			D			D	
Queue Length 50th (ft)	23	175	54	159	136	2	104	245	61	44	373	0
Queue Length 95th (ft)	62	350	152	301	259	42	227	465	154	117	699	0
Internal Link Dist (ft)		671			2257			1260			1908	
Turn Bay Length (ft)	80		80	130		130	215		115	140		140
Base Capacity (vph)	648	583	553	619	660	614	475	1024	906	475	1001	888
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.08	0.42	0.30	0.46	0.33	0.14	0.30	0.41	0.23	0.12	0.54	0.04

Intersection Summary

Area Type:	Other
Cycle Length:	183
Actuated Cycle Length:	121.6
Natural Cycle:	100
Control Type:	Semi Act-Uncoord
Maximum v/c Ratio:	0.85
Intersection Signal Delay:	42.2
Intersection Capacity Utilization	76.1%
Analysis Period (min)	15
Intersection LOS:	D
ICU Level of Service	D

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Synchro 11 Report
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background - AM
1: Highway 377 & Spring Hill Road

Splits and Phases: 1: Highway 377 & Spring Hill Road

Ø1	Ø2	Ø3	Ø4
35.1 s	66.4 s	40.5 s	41 s
Ø5	Ø6	Ø7	Ø8
35.1 s	66.4 s	40.5 s	41 s

High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background - AM
2: Neubauer Ranch Road & Spring Hill Road

	→	↗	↖	←	↙	↘
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↰			↱	↰	↱
Traffic Volume (vph)	228	2	0	345	6	1
Future Volume (vph)	228	2	0	345	6	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.999				0.985	
Flt Protected					0.957	
Satd. Flow (prot)	1861	0	0	1863	1756	0
Flt Permitted					0.957	
Satd. Flow (perm)	1861	0	0	1863	1756	0
Link Speed (mph)	45			55	25	
Link Distance (ft)	2337			1187	1301	
Travel Time (s)	35.4			14.7	35.5	
Peak Hour Factor	0.78	0.78	0.78	0.78	0.78	0.78
Adj. Flow (vph)	292	3	0	442	8	1
Shared Lane Traffic (%)						
Lane Group Flow (vph)	295	0	0	442	9	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	

Intersection Summary		
Area Type:	Other	
Control Type:	Unsignalized	
Intersection Capacity Utilization	28.2%	ICU Level of Service A
Analysis Period (min)	15	

High Pointe Ranch TIA
HCM 6th TWSC

2025 - Background - AM
2: Neubauer Ranch Road & Spring Hill Road

Intersection						
Int Delay, s/veh	0.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↱			↱	↱	
Traffic Vol, veh/h	228	2	0	345	6	1
Future Vol, veh/h	228	2	0	345	6	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	78	78	78	78	78	78
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	292	3	0	442	8	1

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	295
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1266
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1266
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	13.9
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	415	-	-	1266	-
HCM Lane V/C Ratio	0.022	-	-	-	-
HCM Control Delay (s)	13.9	-	-	0	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0	-

High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background - AM
3: Highway 377 & De Moya Lane

Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	↱			↱	↱	
Traffic Volume (vph)	10	24	55	422	521	5
Future Volume (vph)	10	24	55	422	521	5
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.903				0.999	
Flt Protected	0.986			0.994		
Satd. Flow (prot)	1659	0	0	1852	1861	0
Flt Permitted	0.986			0.994		
Satd. Flow (perm)	1659	0	0	1852	1861	0
Link Speed (mph)	20			55	55	
Link Distance (ft)	1128			1988	1399	
Travel Time (s)	38.5			24.6	17.3	
Peak Hour Factor	0.87	0.87	0.87	0.87	0.87	0.87
Adj. Flow (vph)	11	28	63	485	599	6
Shared Lane Traffic (%)						
Lane Group Flow (vph)	39	0	0	548	605	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			0	0	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	

Intersection Summary	
Area Type:	Other
Control Type:	Unsignalized
Intersection Capacity Utilization	66.3%
ICU Level of Service	C
Analysis Period (min)	15

High Pointe Ranch TIA
HCM 6th TWSC

2025 - Background - AM
3: Highway 377 & De Moya Lane

Intersection						
Int Delay, s/veh	1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	10	24	55	422	521	5
Future Vol, veh/h	10	24	55	422	521	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	11	28	63	485	599	6
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	1213	602	605	0	-	0
Stage 1	602	-	-	-	-	-
Stage 2	611	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	201	500	973	-	-	-
Stage 1	547	-	-	-	-	-
Stage 2	542	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	183	500	973	-	-	-
Mov Cap-2 Maneuver	183	-	-	-	-	-
Stage 1	498	-	-	-	-	-
Stage 2	542	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	17.3	1		0		
HCM LOS	C					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	973	-	331	-	-	
HCM Lane V/C Ratio	0.065	-	0.118	-	-	
HCM Control Delay (s)	9	0	17.3	-	-	
HCM Lane LOS	A	A	C	-	-	
HCM 95th %tile Q(veh)	0.2	-	0.4	-	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background - AM
4: Highway 377 & Blackjack Road

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	5	20	0	30	23	21	1	345	49	38	477	1
Future Volume (vph)	5	20	0	30	23	21	1	345	49	38	477	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt					0.961			0.983				
Flt Protected		0.989			0.980						0.996	
Satd. Flow (prot)	0	1842	0	0	1754	0	0	1831	0	0	1855	0
Flt Permitted		0.989			0.980						0.996	
Satd. Flow (perm)	0	1842	0	0	1754	0	0	1831	0	0	1855	0
Link Speed (mph)		45			55			55			55	
Link Distance (ft)		1199			1698			1758			945	
Travel Time (s)		18.2			21.0			21.8			11.7	
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Adj. Flow (vph)	6	22	0	34	26	24	1	388	55	43	536	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	28	0	0	84	0	0	444	0	0	580	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control	Stop				Stop			Free			Free	
Intersection Summary												
Area Type:	Other											
Control Type: Unsignalized												
Intersection Capacity Utilization 66.2%					ICU Level of Service C							
Analysis Period (min) 15												

Intersection												
Int Delay, s/veh	3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↕				↕			↕			↕	
Traffic Vol, veh/h	5	20	0	30	23	21	1	345	49	38	477	1
Future Vol, veh/h	5	20	0	30	23	21	1	345	49	38	477	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	6	22	0	34	26	24	1	388	55	43	536	1
Major/Minor	Minor2		Minor1			Major1			Major2			
Conflicting Flow All	1066	1068	537	1052	1041	416	537	0	0	443	0	0
Stage 1	623	623	-	418	418	-	-	-	-	-	-	-
Stage 2	443	445	-	634	623	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	200	222	544	204	230	637	1031	-	-	1117	-	-
Stage 1	474	478	-	612	591	-	-	-	-	-	-	-
Stage 2	594	575	-	467	478	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	168	210	544	180	217	637	1031	-	-	1117	-	-
Mov Cap-2 Maneuver	168	210	-	180	217	-	-	-	-	-	-	-
Stage 1	474	452	-	611	590	-	-	-	-	-	-	-
Stage 2	546	574	-	419	452	-	-	-	-	-	-	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	25.9			27.5			0			0.6		
HCM LOS	D			D								
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR				
Capacity (veh/h)	1031	-	-	200	242	1117	-	-				
HCM Lane V/C Ratio	0.001	-	-	0.14	0.344	0.038	-	-				
HCM Control Delay (s)	8.5	0	-	25.9	27.5	8.4	0	-				
HCM Lane LOS	A	A	-	D	D	A	A	-				
HCM 95th %tile Q(veh)	0	-	-	0.5	1.5	0.1	-	-				

High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background - PM
1: Highway 377 & Spring Hill Road

	↖	→	↗	↖	←	↖	↖	↑	↗	↗	↓	↖
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↑	↗	↖	↑	↗	↖	↑	↗	↖	↑	↗
Traffic Volume (vph)	50	162	133	248	138	74	59	510	200	50	458	36
Future Volume (vph)	50	162	133	248	138	74	59	510	200	50	458	36
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	80		80	130		130	215		115	140		140
Storage Lanes	1		1	1		1	1		1	1		1
Taper Length (ft)	60			110			100			110		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1863	1583	1770	1863	1583	1770	1863	1583	1770	1863	1583
Flt Permitted	0.637			0.536			0.950			0.950		
Satd. Flow (perm)	1187	1863	1583	998	1863	1583	1770	1863	1583	1770	1863	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			84			83			81			81
Link Speed (mph)		30			45			55			55	
Link Distance (ft)		751			2337			1340			1988	
Travel Time (s)		17.1			35.4			16.6			24.6	
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	55	178	146	273	152	81	65	560	220	55	503	40
Shared Lane Traffic (%)												
Lane Group Flow (vph)	55	178	146	273	152	81	65	560	220	55	503	40
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane							Yes					
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		CI+Ex			CI+Ex			CI+Ex			CI+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	D,P+P	NA	Perm	D,P+P	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	4		8	8		4		6				2

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Kimley-Horn

Synchro 11 Report
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background - PM
1: Highway 377 & Spring Hill Road

	↖	→	↗	↖	←	↖	↖	↑	↗	↗	↓	↖
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	3	8	8	7	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0	7.0	7.0	10.0	10.0	7.0	10.0	10.0
Minimum Split (s)	12.7	39.0	39.0	12.7	24.6	24.6	12.9	25.4	25.4	12.9	33.4	33.4
Total Split (s)	40.5	41.0	41.0	40.5	41.0	41.0	35.1	66.4	66.4	35.1	66.4	66.4
Total Split (%)	22.1%	22.4%	22.4%	22.1%	22.4%	22.4%	19.2%	36.3%	36.3%	19.2%	36.3%	36.3%
Maximum Green (s)	35.1	35.0	35.0	35.0	35.3	35.3	30.0	60.0	60.0	30.0	60.0	60.0
Yellow Time (s)	3.6	4.3	4.3	3.0	3.2	3.2	3.9	5.0	5.0	3.9	5.0	5.0
All-Red Time (s)	1.8	1.7	1.7	2.5	2.5	2.5	1.2	1.4	1.4	1.2	1.4	1.4
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.4	6.0	6.0	5.5	5.7	5.7	5.1	6.4	6.4	5.1	6.4	6.4
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?		Yes	Yes	Yes			Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	1.0	2.0	2.0	1.0	2.0	2.0	1.0	0.5	0.5	1.0	0.5	0.5
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)		8.0	8.0								6.0	6.0
Flash Dont Walk (s)		25.0	25.0								21.0	21.0
Pedestrian Calls (#/hr)		0	0								0	0
Act Effct Green (s)	34.5	16.4	16.4	32.2	28.7	28.7	9.4	38.4	38.4	8.9	37.9	37.9
Actuated g/C Ratio	0.34	0.16	0.16	0.32	0.29	0.29	0.09	0.38	0.38	0.09	0.38	0.38
v/c Ratio	0.12	0.58	0.44	0.62	0.28	0.16	0.39	0.78	0.34	0.35	0.71	0.06
Control Delay	24.6	52.8	26.1	32.5	35.3	8.1	59.6	38.1	16.9	59.5	35.1	0.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	24.6	52.8	26.1	32.5	35.3	8.1	59.6	38.1	16.9	59.5	35.1	0.2
LOS	C	D	C	C	D	A	E	D	B	E	D	A
Approach Delay		38.4			29.4			34.2			35.0	
Approach LOS		D			C			C			D	
Queue Length 50th (ft)	23	107	35	128	80	0	41	311	59	34	271	0
Queue Length 95th (ft)	62	237	121	262	172	39	110	591	151	97	519	1
Internal Link Dist (ft)		671			2257			1260			1908	
Turn Bay Length (ft)	80		80	130		130	215		115	140		140
Base Capacity (vph)	753	727	669	741	752	688	592	1202	1050	592	1202	1050
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.07	0.24	0.22	0.37	0.20	0.12	0.11	0.47	0.21	0.09	0.42	0.04

Intersection Summary

Area Type:	Other
Cycle Length:	183
Actuated Cycle Length:	100.1
Natural Cycle:	100
Control Type:	Semi Act-Uncoord
Maximum v/c Ratio:	0.78
Intersection Signal Delay:	34.1
Intersection Capacity Utilization:	74.1%
Analysis Period (min)	15
Intersection LOS:	C
ICU Level of Service:	D

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Kimley-Horn

Synchro 11 Report
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background - PM
1: Highway 377 & Spring Hill Road

Splits and Phases: 1: Highway 377 & Spring Hill Road

Ø1	Ø2	Ø3	Ø4
35.1 s	66.4 s	40.5 s	41 s
Ø5	Ø6	Ø7	Ø8
35.1 s	66.4 s	40.5 s	41 s

High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background - PM
2: Neubauer Ranch Road & Spring Hill Road

	→	↗	↖	←	↙	↘
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↕			↕	↕	↕
Traffic Volume (vph)	367	8	1	302	2	1
Future Volume (vph)	367	8	1	302	2	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.997				0.955	
Flt Protected					0.968	
Satd. Flow (prot)	1857	0	0	1863	1722	0
Flt Permitted					0.968	
Satd. Flow (perm)	1857	0	0	1863	1722	0
Link Speed (mph)	45			55	25	
Link Distance (ft)	2337			1187	1301	
Travel Time (s)	35.4			14.7	35.5	
Peak Hour Factor	0.82	0.82	0.82	0.82	0.82	0.82
Adj. Flow (vph)	448	10	1	368	2	1
Shared Lane Traffic (%)						
Lane Group Flow (vph)	458	0	0	369	3	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	

Intersection Summary		
Area Type:	Other	
Control Type:	Unsignalized	
Intersection Capacity Utilization	29.8%	ICU Level of Service A
Analysis Period (min)	15	

High Pointe Ranch TIA
HCM 6th TWSC

2025 - Background - PM
2: Neubauer Ranch Road & Spring Hill Road

Intersection						
Int Delay, s/veh	0.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↱			↱	↱	
Traffic Vol, veh/h	367	8	1	302	2	1
Future Vol, veh/h	367	8	1	302	2	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	82	82	82	82	82	82
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	448	10	1	368	2	1

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	458
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1103
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1103
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	14.1
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	401	-	-	1103	-
HCM Lane V/C Ratio	0.009	-	-	0.001	-
HCM Control Delay (s)	14.1	-	-	8.3	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-

High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background - PM
3: Highway 377 & De Moya Lane

Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	↱			↱	↱	
Traffic Volume (vph)	16	12	12	604	523	10
Future Volume (vph)	16	12	12	604	523	10
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.941				0.997	
Flt Protected	0.972			0.999		
Satd. Flow (prot)	1704	0	0	1861	1857	0
Flt Permitted	0.972			0.999		
Satd. Flow (perm)	1704	0	0	1861	1857	0
Link Speed (mph)	20			55	55	
Link Distance (ft)	1128			1988	1399	
Travel Time (s)	38.5			24.6	17.3	
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94
Adj. Flow (vph)	17	13	13	643	556	11
Shared Lane Traffic (%)						
Lane Group Flow (vph)	30	0	0	656	567	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			0	0	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	

Intersection Summary	
Area Type:	Other
Control Type:	Unsignalized
Intersection Capacity Utilization	51.4%
ICU Level of Service A	
Analysis Period (min)	15

High Pointe Ranch TIA
HCM 6th TWSC

2025 - Background - PM
3: Highway 377 & De Moya Lane

Intersection						
Int Delay, s/veh	0.6					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	16	12	12	604	523	10
Future Vol, veh/h	16	12	12	604	523	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	17	13	13	643	556	11
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	1231	562	567	0	-	0
Stage 1	562	-	-	-	-	-
Stage 2	669	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	196	526	1005	-	-	-
Stage 1	571	-	-	-	-	-
Stage 2	509	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	192	526	1005	-	-	-
Mov Cap-2 Maneuver	192	-	-	-	-	-
Stage 1	560	-	-	-	-	-
Stage 2	509	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	20.4	0.2		0		
HCM LOS	C					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1005	-	264	-	-	
HCM Lane V/C Ratio	0.013	-	0.113	-	-	
HCM Control Delay (s)	8.6	0	20.4	-	-	
HCM Lane LOS	A	A	C	-	-	
HCM 95th %tile Q(veh)	0	-	0.4	-	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background - PM
4: Highway 377 & Blackjack Road

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	5	15	1	30	11	19	0	526	37	23	464	1
Future Volume (vph)	5	15	1	30	11	19	0	526	37	23	464	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.994			0.958			0.991				
Flt Protected		0.989			0.976						0.998	
Satd. Flow (prot)	0	1831	0	0	1742	0	0	1846	0	0	1859	0
Flt Permitted		0.989			0.976						0.998	
Satd. Flow (perm)	0	1831	0	0	1742	0	0	1846	0	0	1859	0
Link Speed (mph)		45			55			55			55	
Link Distance (ft)		1199			1698			1758			945	
Travel Time (s)		18.2			21.0			21.8			11.7	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	5	16	1	32	12	20	0	554	39	24	488	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	22	0	0	64	0	0	593	0	0	513	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control	Stop				Stop			Free			Free	
Intersection Summary												
Area Type:	Other											
Control Type: Unsignalized												
Intersection Capacity Utilization 56.4%					ICU Level of Service B							
Analysis Period (min) 15												

Intersection												
Int Delay, s/veh		2.1										
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	5	15	1	30	11	19	0	526	37	23	464	1
Future Vol, veh/h	5	15	1	30	11	19	0	526	37	23	464	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	5	16	1	32	12	20	0	554	39	24	488	1
Major/Minor												
	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1127	1130	489	1119	1111	574	489	0	0	593	0	0
Stage 1	537	537	-	574	574	-	-	-	-	-	-	-
Stage 2	590	593	-	545	537	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	182	204	579	184	209	518	1074	-	-	983	-	-
Stage 1	528	523	-	504	503	-	-	-	-	-	-	-
Stage 2	494	493	-	523	523	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	163	197	579	168	202	518	1074	-	-	983	-	-
Mov Cap-2 Maneuver	163	197	-	168	202	-	-	-	-	-	-	-
Stage 1	528	505	-	504	503	-	-	-	-	-	-	-
Stage 2	464	493	-	489	505	-	-	-	-	-	-	-
Approach												
	EB		WB		NB		SB					
HCM Control Delay, s	26.1		27.5		0		0.4					
HCM LOS	D		D									
Minor Lane/Major Mvmt												
	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR				
Capacity (veh/h)	1074	-	-	193	222	983	-	-				
HCM Lane V/C Ratio	-	-	-	0.115	0.284	0.025	-	-				
HCM Control Delay (s)	0	-	-	26.1	27.5	8.8	0	-				
HCM Lane LOS	A	-	-	D	D	A	A	-				
HCM 95th %tile Q(veh)	0	-	-	0.4	1.1	0.1	-	-				

**Synchro™ Output - 2025 Background Plus 2025 Scenario
Site Traffic**

High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background + Site - AM
1: Highway 377 & Spring Hill Road

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	→	↱	↰	→	↱	↰	→	↱	↰	→	↱
Traffic Volume (vph)	45	215	140	314	208	97	120	369	198	59	486	41
Future Volume (vph)	45	215	140	314	208	97	120	369	198	59	486	41
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	80		80	130		130	215		115	140		140
Storage Lanes	1		1	1		1	1		1	1		1
Taper Length (ft)	60			110			100			110		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1863	1583	1770	1863	1583	1770	1863	1583	1770	1863	1583
Flt Permitted	0.502			0.340			0.950			0.950		
Satd. Flow (perm)	935	1863	1583	633	1863	1583	1770	1863	1583	1770	1863	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			83			83			88			81
Link Speed (mph)		30			45			55			55	
Link Distance (ft)		751			2337			1340			1988	
Travel Time (s)		17.1			35.4			16.6			24.6	
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88
Adj. Flow (vph)	51	244	159	357	236	110	136	419	225	67	552	47
Shared Lane Traffic (%)												
Lane Group Flow (vph)	51	244	159	357	236	110	136	419	225	67	552	47
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane							Yes					
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	D,P+P	NA	Perm	D,P+P	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	4		8	8		4		6				2

11/20/2024
Kimley-Horn

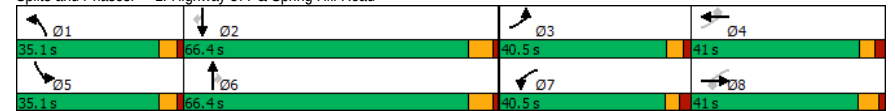
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background + Site - AM
1: Highway 377 & Spring Hill Road

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	3	8	8	7	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0	7.0	7.0	10.0	10.0	7.0	10.0	10.0
Minimum Split (s)	12.7	39.0	39.0	12.7	24.6	24.6	12.9	25.4	25.4	12.9	33.4	33.4
Total Split (s)	40.5	41.0	41.0	40.5	41.0	41.0	35.1	66.4	66.4	35.1	66.4	66.4
Total Split (%)	22.1%	22.4%	22.4%	22.1%	22.4%	22.4%	19.2%	36.3%	36.3%	19.2%	36.3%	36.3%
Maximum Green (s)	35.1	35.0	35.0	35.0	35.3	35.3	30.0	60.0	60.0	30.0	60.0	60.0
Yellow Time (s)	3.6	4.3	4.3	3.0	3.2	3.2	3.9	5.0	5.0	3.9	5.0	5.0
All-Red Time (s)	1.8	1.7	1.7	2.5	2.5	2.5	1.2	1.4	1.4	1.2	1.4	1.4
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.4	6.0	6.0	5.5	5.7	5.7	5.1	6.4	6.4	5.1	6.4	6.4
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	1.0	2.0	2.0	1.0	2.0	2.0	1.0	0.5	0.5	1.0	0.5	0.5
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)		8.0	8.0								6.0	6.0
Flash Dont Walk (s)		25.0	25.0								21.0	21.0
Pedestrian Calls (#/hr)		0	0								0	0
Act Effct Green (s)	49.9	23.4	23.4	48.0	44.0	44.0	14.8	54.1	54.1	9.9	45.3	45.3
Actuated g/C Ratio	0.38	0.18	0.18	0.36	0.33	0.33	0.11	0.41	0.41	0.07	0.34	0.34
v/c Ratio	0.13	0.74	0.46	0.82	0.38	0.19	0.69	0.55	0.32	0.51	0.87	0.08
Control Delay	27.9	70.0	31.7	47.1	39.2	13.0	80.7	36.5	19.8	82.4	57.7	1.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	27.9	70.0	31.7	47.1	39.2	13.0	80.7	36.5	19.8	82.4	57.7	1.3
LOS	C	E	C	D	B	F	D	B	F	E	A	A
Approach Delay		51.8			39.1			39.4			56.2	
Approach LOS		D			D			D			E	
Intersection Summary												
Area Type:	Other											
Cycle Length:	183											
Actuated Cycle Length:	132.3											
Natural Cycle:	100											
Control Type:	Actuated-Uncoordinated											
Maximum v/c Ratio:	0.87											
Intersection Signal Delay:	45.8											
Intersection Capacity Utilization	80.1%											
ICU Level of Service	D											
Analysis Period (min)	15											

Splits and Phases: 1: Highway 377 & Spring Hill Road



11/20/2024
Kimley-Horn

Synchro 11 Report
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background + Site - AM
2: Neubauer Ranch Road/Access B & Spring Hill Road

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔	↔		↔	↔		↔	↔		↔	↔	
Traffic Volume (vph)	28	232	2	0	366	2	5	0	1	6	0	83
Future Volume (vph)	28	232	2	0	366	2	5	0	1	6	0	83
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	250		0	0		0	0		0	0		0
Storage Lanes	1		0	0		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.998			0.999			0.981			0.874	
Flt Protected	0.950							0.959			0.997	
Satd. Flow (prot)	1770	1859	0	0	1861	0	0	1752	0	0	1623	0
Flt Permitted	0.950							0.959			0.997	
Satd. Flow (perm)	1770	1859	0	0	1861	0	0	1752	0	0	1623	0
Link Speed (mph)		45			55			25			30	
Link Distance (ft)		2337			1187			1301			713	
Travel Time (s)		35.4			14.7			35.5			16.2	
Peak Hour Factor	0.78	0.78	0.78	0.78	0.78	0.78	0.78	0.78	0.78	0.78	0.78	0.78
Adj. Flow (vph)	36	297	3	0	469	3	6	0	1	8	0	106
Shared Lane Traffic (%)												
Lane Group Flow (vph)	36	300	0	0	472	0	0	7	0	0	114	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		10			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary		
Area Type:	Other	
Control Type:	Unsignalized	
Intersection Capacity Utilization	35.3%	ICU Level of Service A
Analysis Period (min)	15	

High Pointe Ranch TIA
HCM 6th TWSC

2025 - Background + Site - AM
2: Neubauer Ranch Road/Access B & Spring Hill Road

Intersection												
Int Delay, s/veh	2.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔	↔		↔	↔		↔	↔		↔	↔	
Traffic Vol, veh/h	28	232	2	0	366	2	5	0	1	6	0	83
Future Vol, veh/h	28	232	2	0	366	2	5	0	1	6	0	83
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	250	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	78	78	78	78	78	78	78	78	78	78	78	78
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	36	297	3	0	469	3	6	0	1	8	0	106

Major/Minor	Major1	Major2	Minor1	Minor2								
Conflicting Flow All	472	0	0	300	0	0	895	843	299	842	843	471
Stage 1	-	-	-	-	-	371	371	-	471	471	-	-
Stage 2	-	-	-	-	-	524	472	-	371	372	-	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-	-
Critical Hdwy Stg 2	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1090	-	-	1261	-	-	261	300	741	284	300	593
Stage 1	-	-	-	-	-	649	620	-	573	560	-	-
Stage 2	-	-	-	-	-	537	559	-	649	619	-	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1090	-	-	1261	-	-	209	290	741	276	290	593
Mov Cap-2 Maneuver	-	-	-	-	-	209	290	-	276	290	-	-
Stage 1	-	-	-	-	-	628	600	-	554	560	-	-
Stage 2	-	-	-	-	-	441	559	-	626	599	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.9	0	20.7	13.3
HCM LOS			C	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	237	1090	-	-	1261	-	-	550
HCM Lane V/C Ratio	0.032	0.033	-	-	-	-	-	0.207
HCM Control Delay (s)	20.7	8.4	-	-	0	-	-	13.3
HCM Lane LOS	C	A	-	-	A	-	-	B
HCM 95th %tile Q(veh)	0.1	0.1	-	-	0	-	-	0.8

High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background + Site - AM
3: Highway 377 & De Moya Lane

Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	10	23	54	446	553	4
Future Volume (vph)	10	23	54	446	553	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.905				0.999	
Flt Protected	0.985			0.995		
Satd. Flow (prot)	1660	0	0	1853	1861	0
Flt Permitted	0.985			0.995		
Satd. Flow (perm)	1660	0	0	1853	1861	0
Link Speed (mph)	20			55	55	
Link Distance (ft)	1128			1988	1399	
Travel Time (s)	38.5			24.6	17.3	
Peak Hour Factor	0.87	0.87	0.87	0.87	0.87	0.87
Adj. Flow (vph)	11	26	62	513	636	5
Shared Lane Traffic (%)						
Lane Group Flow (vph)	37	0	0	575	641	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			0	0	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	69.1%			ICU Level of Service C		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2025 - Background + Site - AM
3: Highway 377 & De Moya Lane

Intersection						
Int Delay, s/veh	1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	10	23	54	446	553	4
Future Vol, veh/h	10	23	54	446	553	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	11	26	62	513	636	5

Major/Minor	Minor2	Major1	Major2
Conflicting Flow All	1276	639	641
Stage 1	639	-	-
Stage 2	637	-	-
Critical Hdwy	6.42	6.22	4.12
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	2.218
Pot Cap-1 Maneuver	184	476	943
Stage 1	526	-	-
Stage 2	527	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	167	476	943
Mov Cap-2 Maneuver	167	-	-
Stage 1	478	-	-
Stage 2	527	-	-

Approach	EB	NB	SB
HCM Control Delay, s	18.5	1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	943	-	305	-	-
HCM Lane V/C Ratio	0.066	-	0.124	-	-
HCM Control Delay (s)	9.1	0	18.5	-	-
HCM Lane LOS	A	A	C	-	-
HCM 95th %tile Q(veh)	0.2	-	0.4	-	-

High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background + Site - AM
4: Highway 377 & Blackjack Road

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	4	20	0	30	22	21	1	388	47	37	481	1
Future Volume (vph)	4	20	0	30	22	21	1	388	47	37	481	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt					0.961			0.985				
Flt Protected		0.992			0.980						0.996	
Satd. Flow (prot)	0	1848	0	0	1754	0	0	1835	0	0	1855	0
Flt Permitted		0.992			0.980						0.996	
Satd. Flow (perm)	0	1848	0	0	1754	0	0	1835	0	0	1855	0
Link Speed (mph)		45			55			55			55	
Link Distance (ft)		1199			1698			1758			945	
Travel Time (s)		18.2			21.0			21.8			11.7	
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Adj. Flow (vph)	4	22	0	34	25	24	1	436	53	42	540	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	26	0	0	83	0	0	490	0	0	583	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Stop			Stop			Free			Free	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization 69.3%	ICU Level of Service C											
Analysis Period (min) 15												

High Pointe Ranch TIA
HCM 6th TWSC

2025 - Background + Site - AM
4: Highway 377 & Blackjack Road

Intersection												
Int Delay, s/veh	3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Vol, veh/h	4	20	0	30	22	21	1	388	47	37	481	1
Future Vol, veh/h	4	20	0	30	22	21	1	388	47	37	481	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	4	22	0	34	25	24	1	436	53	42	540	1
Major/Minor	Minor2	Minor1			Major1			Major2				
Conflicting Flow All	1114	1116	541	1101	1090	463	541	0	0	489	0	0
Stage 1	625	625	-	465	465	-	-	-	-	-	-	-
Stage 2	489	491	-	636	625	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	185	208	541	189	215	599	1028	-	-	1074	-	-
Stage 1	473	477	-	578	563	-	-	-	-	-	-	-
Stage 2	561	548	-	466	477	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	154	196	541	165	203	599	1028	-	-	1074	-	-
Mov Cap-2 Maneuver	154	196	-	165	203	-	-	-	-	-	-	-
Stage 1	473	450	-	577	562	-	-	-	-	-	-	-
Stage 2	515	547	-	418	450	-	-	-	-	-	-	-
Approach	EB	WB			NB			SB				
HCM Control Delay, s	27.5	30.1			0			0.6				
HCM LOS	D	D										
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR				
Capacity (veh/h)	1028	-	-	187	224	1074	-	-				
HCM Lane V/C Ratio	0.001	-	-	0.144	0.366	0.039	-	-				
HCM Control Delay (s)	8.5	0	-	27.5	30.1	8.5	0	-				
HCM Lane LOS	A	A	-	D	D	A	A	-				
HCM 95th %tile Q(veh)	0	-	-	0.5	1.6	0.1	-	-				

High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background + Site - AM
5: Spring Hill Road & Access A

Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	10	229	339	9	27	29
Future Volume (vph)	10	229	339	9	27	29
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	250			0	0	0
Storage Lanes	1			0	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.997		0.930	
Flt Protected	0.950				0.976	
Satd. Flow (prot)	1770	1863	1857	0	1691	0
Flt Permitted	0.950				0.976	
Satd. Flow (perm)	1770	1863	1857	0	1691	0
Link Speed (mph)		30	30		30	
Link Distance (ft)		1187	1044		549	
Travel Time (s)		27.0	23.7		12.5	
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67
Adj. Flow (vph)	15	342	506	13	40	43
Shared Lane Traffic (%)						
Lane Group Flow (vph)	15	342	519	0	83	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	28.4%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2025 - Background + Site - AM
5: Spring Hill Road & Access A

Intersection						
Int Delay, s/veh	1.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	10	229	339	9	27	29
Future Vol, veh/h	10	229	339	9	27	29
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	250				0	
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	67	67	67	67	67	67
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	15	342	506	13	40	43
Major/Minor						
Conflicting Flow All	519	0	-	0	885	513
Stage 1	-	-	-	-	513	-
Stage 2	-	-	-	-	372	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1047	-	-	-	315	561
Stage 1	-	-	-	-	601	-
Stage 2	-	-	-	-	697	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	1047	-	-	-	311	561
Mov Cap-2 Maneuver	-	-	-	-	311	-
Stage 1	-	-	-	-	593	-
Stage 2	-	-	-	-	697	-
Approach						
	EB		WB		SB	
HCM Control Delay, s	0.4		0		16.2	
HCM LOS					C	
Minor Lane/Major Mvmt						
	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1047	-	-	-	404	
HCM Lane V/C Ratio	0.014	-	-	-	0.207	
HCM Control Delay (s)	8.5	-	-	-	16.2	
HCM Lane LOS	A	-	-	-	C	
HCM 95th %tile Q(veh)	0	-	-	-	0.8	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background + Site - AM
6: Highway 377 & Access C

						
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	39	30	406	13	10	518
Future Volume (vph)	39	30	406	13	10	518
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	0		250	515	
Storage Lanes	1	1		0	0	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850	0.996			
Flt Protected	0.950					0.999
Satd. Flow (prot)	1770	1583	1855	0	0	1861
Flt Permitted	0.950					0.999
Satd. Flow (perm)	1770	1583	1855	0	0	1861
Link Speed (mph)	30		55			55
Link Distance (ft)	836		1399			1758
Travel Time (s)	19.0		17.3			21.8
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67
Adj. Flow (vph)	58	45	606	19	15	773
Shared Lane Traffic (%)						
Lane Group Flow (vph)	58	45	625	0	0	788
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		0			0
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	45.3%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2025 - Background + Site - AM
6: Highway 377 & Access C

Intersection						
Int Delay, s/veh	2.2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	39	30	406	13	10	518
Future Vol, veh/h	39	30	406	13	10	518
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	67	67	67	67	67	67
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	58	45	606	19	15	773
Major/Minor						
Conflicting Flow All	1419	616	0	0	625	0
Stage 1	616	-	-	-	-	-
Stage 2	803	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	151	491	-	-	956	-
Stage 1	539	-	-	-	-	-
Stage 2	441	-	-	-	-	-
Platoon blocked, %			-	-	-	-
Mov Cap-1 Maneuver	147	491	-	-	956	-
Mov Cap-2 Maneuver	147	-	-	-	-	-
Stage 1	539	-	-	-	-	-
Stage 2	429	-	-	-	-	-
Approach						
	WB		NB		SB	
HCM Control Delay, s	31		0		0.2	
HCM LOS	D					
Minor Lane/Major Mvmt						
	NBT	NBRWBLn1	WBLn2	SBL	SBT	
Capacity (veh/h)	-	-	147	491	956	-
HCM Lane V/C Ratio	-	-	0.396	0.091	0.016	-
HCM Control Delay (s)	-	-	44.7	13.1	8.8	0
HCM Lane LOS	-	-	E	B	A	A
HCM 95th %tile Q(veh)	-	-	1.7	0.3	0	-

High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background + Site - AM
7: Access D & Blackjack Road

	→	↗	↖	←	↙	↘
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↗			↖	↙	
Traffic Volume (vph)	104	0	0	72	0	0
Future Volume (vph)	104	0	0	72	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		250	0		0	0
Storage Lanes		0	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt						
Flt Protected						
Satd. Flow (prot)	1863	0	0	1863	1863	0
Flt Permitted						
Satd. Flow (perm)	1863	0	0	1863	1863	0
Link Speed (mph)	30			55	30	
Link Distance (ft)	1257			1497	515	
Travel Time (s)	28.6			18.6	11.7	
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67
Adj. Flow (vph)	155	0	0	107	0	0
Shared Lane Traffic (%)						
Lane Group Flow (vph)	155	0	0	107	0	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization 8.8%	ICU Level of Service A					
Analysis Period (min) 15						

High Pointe Ranch TIA
HCM 6th TWSC

2025 - Background + Site - AM
7: Access D & Blackjack Road

Intersection						
Int Delay, s/veh	0					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↗			↖	↙	
Traffic Vol, veh/h	104	0	0	72	0	0
Future Vol, veh/h	104	0	0	72	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	67	67	67	67	67	67
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	155	0	0	107	0	0
Major/Minor						
Major1	Major2		Minor1			
Conflicting Flow All	0	0	155	0	262	155
Stage 1	-	-	-	-	155	-
Stage 2	-	-	-	-	107	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1425	-	727	891
Stage 1	-	-	-	-	873	-
Stage 2	-	-	-	-	917	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1425	-	727	891
Mov Cap-2 Maneuver	-	-	-	-	727	-
Stage 1	-	-	-	-	873	-
Stage 2	-	-	-	-	917	-
Approach						
EB	WB		NB			
HCM Control Delay, s	0		0		0	
HCM LOS					A	
Minor Lane/Major Mvmt						
NBLn1	EBT	EBR	WBL	WBT		
Capacity (veh/h)	-	-	-	1425	-	-
HCM Lane V/C Ratio	-	-	-	-	-	-
HCM Control Delay (s)	0	-	-	0	-	-
HCM Lane LOS	A	-	-	A	-	-
HCM 95th %tile Q(veh)	-	-	-	0	-	-

High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background + Site - AM
8: Access E & Blackjack Road

	→	↗	↖	←	↙	↘
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↗			↖	↙	
Traffic Volume (vph)	104	0	0	72	0	0
Future Volume (vph)	104	0	0	72	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		250	0		0	0
Storage Lanes		0	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt						
Flt Protected						
Satd. Flow (prot)	1863	0	0	1863	1863	0
Flt Permitted						
Satd. Flow (perm)	1863	0	0	1863	1863	0
Link Speed (mph)	30			55	30	
Link Distance (ft)	1589			1257	402	
Travel Time (s)	36.1			15.6	9.1	
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67
Adj. Flow (vph)	155	0	0	107	0	0
Shared Lane Traffic (%)						
Lane Group Flow (vph)	155	0	0	107	0	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization 8.8%	ICU Level of Service A					
Analysis Period (min) 15						

High Pointe Ranch TIA
HCM 6th TWSC

2025 - Background + Site - AM
8: Access E & Blackjack Road

Intersection						
Int Delay, s/veh	0					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↗			↖	↙	
Traffic Vol, veh/h	104	0	0	72	0	0
Future Vol, veh/h	104	0	0	72	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	67	67	67	67	67	67
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	155	0	0	107	0	0
Major/Minor						
Major1	Major2		Minor1			
Conflicting Flow All	0	0	155	0	262	155
Stage 1	-	-	-	-	155	-
Stage 2	-	-	-	-	107	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1425	-	727	891
Stage 1	-	-	-	-	873	-
Stage 2	-	-	-	-	917	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1425	-	727	891
Mov Cap-2 Maneuver	-	-	-	-	727	-
Stage 1	-	-	-	-	873	-
Stage 2	-	-	-	-	917	-
Approach						
EB	WB		NB			
HCM Control Delay, s	0		0		0	
HCM LOS					A	
Minor Lane/Major Mvmt						
NBLn1	EBT	EBR	WBL	WBT		
Capacity (veh/h)	-	-	-	1425	-	-
HCM Lane V/C Ratio	-	-	-	-	-	-
HCM Control Delay (s)	0	-	-	0	-	-
HCM Lane LOS	A	-	-	A	-	-
HCM 95th %tile Q(veh)	-	-	-	0	-	-

High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background + Site - AM
9: Access F & Blackjack Road

	→	↗	↖	←	↙	↘
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↗			↖	↙	
Traffic Volume (vph)	104	0	0	72	0	0
Future Volume (vph)	104	0	0	72	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		250	0		0	0
Storage Lanes		0	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt						
Flt Protected						
Satd. Flow (prot)	1863	0	0	1863	1863	0
Flt Permitted						
Satd. Flow (perm)	1863	0	0	1863	1863	0
Link Speed (mph)	30			55	30	
Link Distance (ft)	1698			1589	493	
Travel Time (s)	38.6			19.7	11.2	
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67
Adj. Flow (vph)	155	0	0	107	0	0
Shared Lane Traffic (%)						
Lane Group Flow (vph)	155	0	0	107	0	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization 8.8%	ICU Level of Service A					
Analysis Period (min) 15						

High Pointe Ranch TIA
HCM 6th TWSC

2025 - Background + Site - AM
9: Access F & Blackjack Road

Intersection						
Int Delay, s/veh	0					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	104	0	0	72	0	0
Future Vol, veh/h	104	0	0	72	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	67	67	67	67	67	67
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	155	0	0	107	0	0
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	155	0	262	155
Stage 1	-	-	-	-	155	-
Stage 2	-	-	-	-	107	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1425	-	727	891
Stage 1	-	-	-	-	873	-
Stage 2	-	-	-	-	917	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1425	-	727	891
Mov Cap-2 Maneuver	-	-	-	-	727	-
Stage 1	-	-	-	-	873	-
Stage 2	-	-	-	-	917	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0		0	
HCM LOS					A	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	-	-	-	1425	-	
HCM Lane V/C Ratio	-	-	-	-	-	
HCM Control Delay (s)	0	-	-	0	-	
HCM Lane LOS	A	-	-	A	-	
HCM 95th %tile Q(veh)	-	-	-	0	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background + Site - PM
1: Highway 377 & Spring Hill Road

	↖	→	↗	↖	←	↖	↖	↑	↗	↗	↓	↖
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↑	↗	↖	↑	↗	↖	↑	↗	↖	↑	↗
Traffic Volume (vph)	59	184	129	288	149	88	57	527	273	76	464	42
Future Volume (vph)	59	184	129	288	149	88	57	527	273	76	464	42
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	80		80	130		130	215		115	140		140
Storage Lanes	1		1	1		1	1		1	1		1
Taper Length (ft)	60			110			100			110		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1863	1583	1770	1863	1583	1770	1863	1583	1770	1863	1583
Flt Permitted	0.599			0.428			0.950			0.950		
Satd. Flow (perm)	1116	1863	1583	797	1863	1583	1770	1863	1583	1770	1863	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			83			89			85			81
Link Speed (mph)		30			45			55			55	
Link Distance (ft)		751			2337			1340			1988	
Travel Time (s)		17.1			35.4			16.6			24.6	
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	65	202	142	316	164	97	63	579	300	84	510	46
Shared Lane Traffic (%)												
Lane Group Flow (vph)	65	202	142	316	164	97	63	579	300	84	510	46
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane							Yes					
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		CI+Ex			CI+Ex			CI+Ex			CI+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	D,P+P	NA	Perm	D,P+P	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	4		8	8		4		6				2

11/20/2024
Kimley-Horn

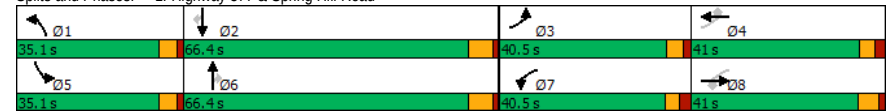
Synchro 11 Report
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background + Site - PM
1: Highway 377 & Spring Hill Road

	↖	→	↗	↖	←	↖	↖	↑	↗	↗	↓	↖
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	3	8	8	7	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0	7.0	7.0	10.0	10.0	7.0	10.0	10.0
Minimum Split (s)	12.7	39.0	39.0	12.7	24.6	24.6	12.9	25.4	25.4	12.9	33.4	33.4
Total Split (s)	40.5	41.0	41.0	40.5	41.0	41.0	35.1	66.4	66.4	35.1	66.4	66.4
Total Split (%)	22.1%	22.4%	22.4%	22.1%	22.4%	22.4%	19.2%	36.3%	36.3%	19.2%	36.3%	36.3%
Maximum Green (s)	35.1	35.0	35.0	35.0	35.3	35.3	30.0	60.0	60.0	30.0	60.0	60.0
Yellow Time (s)	3.6	4.3	4.3	3.0	3.2	3.2	3.9	5.0	5.0	3.9	5.0	5.0
All-Red Time (s)	1.8	1.7	1.7	2.5	2.5	2.5	1.2	1.4	1.4	1.2	1.4	1.4
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.4	6.0	6.0	5.5	5.7	5.7	5.1	6.4	6.4	5.1	6.4	6.4
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	1.0	2.0	2.0	1.0	2.0	2.0	1.0	0.5	0.5	1.0	0.5	0.5
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)		8.0	8.0								6.0	6.0
Flash Dont Walk (s)		25.0	25.0								21.0	21.0
Pedestrian Calls (#/hr)		0	0								0	0
Act Effct Green (s)	41.0	19.0	19.0	39.2	34.9	34.9	9.2	45.2	45.2	10.5	50.1	50.1
Actuated g/C Ratio	0.35	0.16	0.16	0.33	0.29	0.29	0.08	0.38	0.38	0.09	0.42	0.42
v/c Ratio	0.15	0.68	0.44	0.74	0.30	0.18	0.46	0.82	0.46	0.54	0.65	0.06
Control Delay	26.9	62.9	27.6	40.7	37.4	9.7	71.9	45.5	23.4	72.0	35.3	1.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	26.9	62.9	27.6	40.7	37.4	9.7	71.9	45.5	23.4	72.0	35.3	1.0
LOS	C	E	C	D	A	E	D	C	E	D	A	
Approach Delay		44.9			34.6			40.2			37.7	
Approach LOS		D			C			D			D	
Intersection Summary												
Area Type:	Other											
Cycle Length: 183												
Actuated Cycle Length: 118.7												
Natural Cycle: 100												
Control Type: Actuated-Uncoordinated												
Maximum v/c Ratio: 0.82												
Intersection Signal Delay: 39.1	Intersection LOS: D											
Intersection Capacity Utilization 78.4%	ICU Level of Service D											
Analysis Period (min) 15												

Splits and Phases: 1: Highway 377 & Spring Hill Road



11/20/2024
Kimley-Horn

Synchro 11 Report
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background + Site - PM
2: Neubauer Ranch Road/Access B & Spring Hill Road

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	96	393	8	1	315	7	2	0	1	4	0	56
Future Volume (vph)	96	393	8	1	315	7	2	0	1	4	0	56
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	250		0	0		0	0		0	0		0
Storage Lanes	1		0	0		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.997			0.997			0.955			0.874	
Flt Protected	0.950							0.968			0.997	
Satd. Flow (prot)	1770	1857	0	0	1857	0	0	1722	0	0	1623	0
Flt Permitted	0.950							0.968			0.997	
Satd. Flow (perm)	1770	1857	0	0	1857	0	0	1722	0	0	1623	0
Link Speed (mph)		45			55			25			30	
Link Distance (ft)		2337			1187			1301			713	
Travel Time (s)		35.4			14.7			35.5			16.2	
Peak Hour Factor	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82
Adj. Flow (vph)	117	479	10	1	384	9	2	0	1	5	0	68
Shared Lane Traffic (%)												
Lane Group Flow (vph)	117	489	0	0	394	0	0	3	0	0	73	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		10			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	51.9%											
Analysis Period (min)	15											
ICU Level of Service A												

High Pointe Ranch TIA
HCM 6th TWSC

2025 - Background + Site - PM
2: Neubauer Ranch Road/Access B & Spring Hill Road

Intersection												
Int Delay, s/veh	1.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	96	393	8	1	315	7	2	0	1	4	0	56
Future Vol, veh/h	96	393	8	1	315	7	2	0	1	4	0	56
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	250	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	82	82	82	82	82	82	82	82	82	82	82	82
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	117	479	10	1	384	9	2	0	1	5	0	68
Major/Minor												
Major1	Major2		Minor1		Minor2							
Conflicting Flow All	393	0	0	489	0	0	1143	1113	484	1110	1114	389
Stage 1	-	-	-	-	-	-	718	718	-	391	391	-
Stage 2	-	-	-	-	-	-	425	395	-	719	723	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1166	-	-	1074	-	-	177	208	583	187	208	659
Stage 1	-	-	-	-	-	-	420	433	-	633	607	-
Stage 2	-	-	-	-	-	-	607	605	-	420	431	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1166	-	-	1074	-	-	146	187	583	172	187	659
Mov Cap-2 Maneuver	-	-	-	-	-	-	146	187	-	172	187	-
Stage 1	-	-	-	-	-	-	378	390	-	570	606	-
Stage 2	-	-	-	-	-	-	544	604	-	377	388	-
Approach												
EB	WB		NB		SB							
HCM Control Delay, s	1.6		0		23.8		12.5					
HCM LOS					C		B					
Minor Lane/Major Mvmt												
NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1					
Capacity (veh/h)	195	1166	-	-	1074	-	-	554				
HCM Lane V/C Ratio	0.019	0.1	-	-	0.001	-	-	0.132				
HCM Control Delay (s)	23.8	8.4	-	-	8.4	0	-	12.5				
HCM Lane LOS	C	A	-	-	A	A	-	B				
HCM 95th %tile Q(veh)	0.1	0.3	-	-	0	-	-	0.5				

High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background + Site - PM
3: Highway 377 & De Moya Lane

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	15	12	12	646	560	10
Future Volume (vph)	15	12	12	646	560	10
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.939				0.998	
Flt Protected	0.973			0.999		
Satd. Flow (prot)	1702	0	0	1861	1859	0
Flt Permitted	0.973			0.999		
Satd. Flow (perm)	1702	0	0	1861	1859	0
Link Speed (mph)	20			55	55	
Link Distance (ft)	1128			1988	1399	
Travel Time (s)	38.5			24.6	17.3	
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94
Adj. Flow (vph)	16	13	13	687	596	11
Shared Lane Traffic (%)						
Lane Group Flow (vph)	29	0	0	700	607	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			0	0	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	53.6%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2025 - Background + Site - PM
3: Highway 377 & De Moya Lane

Intersection						
Int Delay, s/veh	0.6					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	15	12	12	646	560	10
Future Vol, veh/h	15	12	12	646	560	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	16	13	13	687	596	11

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	1315	602	607	0	-	0
Stage 1	602	-	-	-	-	-
Stage 2	713	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	174	500	971	-	-	-
Stage 1	547	-	-	-	-	-
Stage 2	486	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	170	500	971	-	-	-
Mov Cap-2 Maneuver	170	-	-	-	-	-
Stage 1	535	-	-	-	-	-
Stage 2	486	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	21.9	0.2	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	971	-	241	-	-
HCM Lane V/C Ratio	0.013	-	0.119	-	-
HCM Control Delay (s)	8.8	0	21.9	-	-
HCM Lane LOS	A	A	C	-	-
HCM 95th %tile Q(veh)	0	-	0.4	-	-

High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background + Site - PM
4: Highway 377 & Blackjack Road

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔		↔				↔			↔	
Traffic Volume (vph)	4	14	1	30	11	19	0	546	36	22	512	1
Future Volume (vph)	4	14	1	30	11	19	0	546	36	22	512	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.993			0.958			0.992				
Flt Protected		0.990			0.976					0.998		
Satd. Flow (prot)	0	1831	0	0	1742	0	0	1848	0	0	1859	0
Flt Permitted		0.990			0.976					0.998		
Satd. Flow (perm)	0	1831	0	0	1742	0	0	1848	0	0	1859	0
Link Speed (mph)		45			55			55			55	
Link Distance (ft)		1199			1698			1758			945	
Travel Time (s)		18.2			21.0			21.8			11.7	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	4	15	1	32	12	20	0	575	38	23	539	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	20	0	0	64	0	0	613	0	0	563	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Stop			Stop			Free			Free	

Intersection Summary

Area Type: Other

Control Type: Unsignalized

Intersection Capacity Utilization 58.6%

ICU Level of Service B

Analysis Period (min) 15

High Pointe Ranch TIA
HCM 6th TWSC

2025 - Background + Site - PM
4: Highway 377 & Blackjack Road

Intersection

Int Delay, s/veh 2.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Vol, veh/h	4	14	1	30	11	19	0	546	36	22	512	1
Future Vol, veh/h	4	14	1	30	11	19	0	546	36	22	512	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	4	15	1	32	12	20	0	575	38	23	539	1

Major/Minor	Minor2	Minor1	Major1	Major2
Conflicting Flow All	1196	1199	540	1188
Stage 1	586	586	-	594
Stage 2	610	613	-	594
Critical Hdwy	7.12	6.52	6.22	7.12
Critical Hdwy Stg 1	6.12	5.52	-	6.12
Critical Hdwy Stg 2	6.12	5.52	-	6.12
Follow-up Hdwy	3.518	4.018	3.318	3.518
Pot Cap-1 Maneuver	163	185	542	165
Stage 1	496	497	-	491
Stage 2	482	483	-	491
Platoon blocked, %				
Mov Cap-1 Maneuver	145	179	542	150
Mov Cap-2 Maneuver	145	179	-	150
Stage 1	496	480	-	491
Stage 2	452	483	-	459

Approach	EB	WB	NB	SB
HCM Control Delay, s	27.9	30.7	0	0.4
HCM LOS	D	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1028	-	-	177	202	966	-
HCM Lane V/C Ratio	-	-	-	0.113	0.313	0.024	-
HCM Control Delay (s)	0	-	-	27.9	30.7	8.8	0
HCM Lane LOS	A	-	-	D	D	A	-
HCM 95th %tile Q(veh)	0	-	-	0.4	1.3	0.1	-

High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background + Site - PM
5: Spring Hill Road & Access A

						
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	34	364	303	30	18	20
Future Volume (vph)	34	364	303	30	18	20
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	250			0	0	0
Storage Lanes	1			0	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.988		0.928	
Flt Protected	0.950				0.977	
Satd. Flow (prot)	1770	1863	1840	0	1689	0
Flt Permitted	0.950				0.977	
Satd. Flow (perm)	1770	1863	1840	0	1689	0
Link Speed (mph)		30	30		30	
Link Distance (ft)		1187	1044		549	
Travel Time (s)		27.0	23.7		12.5	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Adj. Flow (vph)	40	428	356	35	21	24
Shared Lane Traffic (%)						
Lane Group Flow (vph)	40	428	391	0	45	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	34.4%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2025 - Background + Site - PM
5: Spring Hill Road & Access A

Intersection						
Int Delay, s/veh	1.1					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	34	364	303	30	18	20
Future Vol, veh/h	34	364	303	30	18	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	250				0	
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	40	428	356	35	21	24
Major/Minor						
Major1	Major2		Minor2			
Conflicting Flow All	391	0	-	0	882	374
Stage 1	-	-	-	-	374	-
Stage 2	-	-	-	-	508	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1168	-	-	-	317	672
Stage 1	-	-	-	-	696	-
Stage 2	-	-	-	-	604	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	1168	-	-	-	306	672
Mov Cap-2 Maneuver	-	-	-	-	306	-
Stage 1	-	-	-	-	672	-
Stage 2	-	-	-	-	604	-
Approach						
EB	WB		SB			
HCM Control Delay, s	0.7		0		14.4	
HCM LOS					B	
Minor Lane/Major Mvmt						
EBL	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	1168	-	-	-	429	
HCM Lane V/C Ratio	0.034	-	-	-	0.104	
HCM Control Delay (s)	8.2	-	-	-	14.4	
HCM Lane LOS	A	-	-	-	B	
HCM 95th %tile Q(veh)	0.1	-	-	-	0.3	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background + Site - PM
6: Highway 377 & Access C

						
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	26	20	562	44	35	544
Future Volume (vph)	26	20	562	44	35	544
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	0		250	515	
Storage Lanes	1	1		0	0	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850	0.990			
Flt Protected	0.950					0.997
Satd. Flow (prot)	1770	1583	1844	0	0	1857
Flt Permitted	0.950					0.997
Satd. Flow (perm)	1770	1583	1844	0	0	1857
Link Speed (mph)	30		55			55
Link Distance (ft)	836		1399			1758
Travel Time (s)	19.0		17.3			21.8
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Adj. Flow (vph)	31	24	661	52	41	640
Shared Lane Traffic (%)						
Lane Group Flow (vph)	31	24	713	0	0	681
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		0			0
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization 67.3%	ICU Level of Service C					
Analysis Period (min) 15						

High Pointe Ranch TIA
HCM 6th TWSC

2025 - Background + Site - PM
6: Highway 377 & Access C

Intersection						
Int Delay, s/veh	1.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	26	20	562	44	35	544
Future Vol, veh/h	26	20	562	44	35	544
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	31	24	661	52	41	640
Major/Minor						
Conflicting Flow All	1409	687	0	0	713	0
Stage 1	687	-	-	-	-	-
Stage 2	722	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	153	447	-	-	887	-
Stage 1	499	-	-	-	-	-
Stage 2	481	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	142	447	-	-	887	-
Mov Cap-2 Maneuver	142	-	-	-	-	-
Stage 1	499	-	-	-	-	-
Stage 2	446	-	-	-	-	-
Approach						
	WB		NB		SB	
HCM Control Delay, s	26.9		0		0.6	
HCM LOS	D					
Minor Lane/Major Mvmt						
	NBT	NBRWBLn1	WBLn2	SBL	SBT	
Capacity (veh/h)	-	-	142	447	887	-
HCM Lane V/C Ratio	-	-	0.215	0.053	0.046	-
HCM Control Delay (s)	-	-	37.2	13.5	9.3	0
HCM Lane LOS	-	-	E	B	A	A
HCM 95th %tile Q(veh)	-	-	0.8	0.2	0.1	-

High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background + Site - PM
7: Access D & Blackjack Road

						
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	72	0	0	59	0	0
Future Volume (vph)	72	0	0	59	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		250	0		0	0
Storage Lanes		0	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt						
Flt Protected						
Satd. Flow (prot)	1863	0	0	1863	1863	0
Flt Permitted						
Satd. Flow (perm)	1863	0	0	1863	1863	0
Link Speed (mph)	30			55	30	
Link Distance (ft)	1257			1497	515	
Travel Time (s)	28.6			18.6	11.7	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Adj. Flow (vph)	85	0	0	69	0	0
Shared Lane Traffic (%)						
Lane Group Flow (vph)	85	0	0	69	0	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type: Unsignalized						
Intersection Capacity Utilization 7.1%				ICU Level of Service A		
Analysis Period (min) 15						

High Pointe Ranch TIA
HCM 6th TWSC

2025 - Background + Site - PM
7: Access D & Blackjack Road

Intersection						
Int Delay, s/veh	0					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↗			↖	↙	
Traffic Vol, veh/h	72	0	0	59	0	0
Future Vol, veh/h	72	0	0	59	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	85	0	0	69	0	0
Major/Minor						
Major1	Major2		Minor1			
Conflicting Flow All	0	0	85	0	154	85
Stage 1	-	-	-	-	85	-
Stage 2	-	-	-	-	69	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1512	-	838	974
Stage 1	-	-	-	-	938	-
Stage 2	-	-	-	-	954	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1512	-	838	974
Mov Cap-2 Maneuver	-	-	-	-	838	-
Stage 1	-	-	-	-	938	-
Stage 2	-	-	-	-	954	-
Approach						
EB	WB		NB			
HCM Control Delay, s	0		0		0	
HCM LOS					A	
Minor Lane/Major Mvmt						
NBLn1	EBT	EBR	WBL	WBT		
Capacity (veh/h)	-	-	-	1512	-	-
HCM Lane V/C Ratio	-	-	-	-	-	-
HCM Control Delay (s)	0	-	-	0	-	-
HCM Lane LOS	A	-	-	A	-	-
HCM 95th %tile Q(veh)	-	-	-	0	-	-

High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background + Site - PM
8: Access E & Blackjack Road

	→	↗	↖	←	↙	↘
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↗			↖	↙	
Traffic Volume (vph)	72	0	0	59	0	0
Future Volume (vph)	72	0	0	59	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		250	0		0	0
Storage Lanes		0	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt						
Flt Protected						
Satd. Flow (prot)	1863	0	0	1863	1863	0
Flt Permitted						
Satd. Flow (perm)	1863	0	0	1863	1863	0
Link Speed (mph)	30			55	30	
Link Distance (ft)	1589			1257	402	
Travel Time (s)	36.1			15.6	9.1	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Adj. Flow (vph)	85	0	0	69	0	0
Shared Lane Traffic (%)						
Lane Group Flow (vph)	85	0	0	69	0	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization 7.1%	ICU Level of Service A					
Analysis Period (min) 15						

High Pointe Ranch TIA
HCM 6th TWSC

2025 - Background + Site - PM
8: Access E & Blackjack Road

Intersection						
Int Delay, s/veh	0					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↗			↖	↙	
Traffic Vol, veh/h	72	0	0	59	0	0
Future Vol, veh/h	72	0	0	59	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	85	0	0	69	0	0
Major/Minor						
Major1	Major2		Minor1			
Conflicting Flow All	0	0	85	0	154	85
Stage 1	-	-	-	-	85	-
Stage 2	-	-	-	-	69	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1512	-	838	974
Stage 1	-	-	-	-	938	-
Stage 2	-	-	-	-	954	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1512	-	838	974
Mov Cap-2 Maneuver	-	-	-	-	838	-
Stage 1	-	-	-	-	938	-
Stage 2	-	-	-	-	954	-
Approach						
EB	WB		NB			
HCM Control Delay, s	0		0		0	
HCM LOS					A	
Minor Lane/Major Mvmt						
NBLn1	EBT	EBR	WBL	WBT		
Capacity (veh/h)	-	-	-	1512	-	-
HCM Lane V/C Ratio	-	-	-	-	-	-
HCM Control Delay (s)	0	-	-	0	-	-
HCM Lane LOS	A	-	-	A	-	-
HCM 95th %tile Q(veh)	-	-	-	0	-	-

High Pointe Ranch TIA
Lanes, Volumes, Timings

2025 - Background + Site - PM
9: Access F & Blackjack Road

						
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	72	0	0	59	0	0
Future Volume (vph)	72	0	0	59	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		250	0		0	0
Storage Lanes		0	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt						
Flt Protected						
Satd. Flow (prot)	1863	0	0	1863	1863	0
Flt Permitted						
Satd. Flow (perm)	1863	0	0	1863	1863	0
Link Speed (mph)	30			55	30	
Link Distance (ft)	1698			1589	493	
Travel Time (s)	38.6			19.7	11.2	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Adj. Flow (vph)	85	0	0	69	0	0
Shared Lane Traffic (%)						
Lane Group Flow (vph)	85	0	0	69	0	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	7.1%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2025 - Background + Site - PM
9: Access F & Blackjack Road

Intersection						
Int Delay, s/veh	0					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↗			↖	↙	
Traffic Vol, veh/h	72	0	0	59	0	0
Future Vol, veh/h	72	0	0	59	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	85	0	0	69	0	0
Major/Minor						
Major1	Major2		Minor1			
Conflicting Flow All	0	0	85	0	154	85
Stage 1	-	-	-	-	85	-
Stage 2	-	-	-	-	69	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1512	-	838	974
Stage 1	-	-	-	-	938	-
Stage 2	-	-	-	-	954	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1512	-	838	974
Mov Cap-2 Maneuver	-	-	-	-	838	-
Stage 1	-	-	-	-	938	-
Stage 2	-	-	-	-	954	-
Approach						
EB	WB		NB			
HCM Control Delay, s	0		0		0	
HCM LOS					A	
Minor Lane/Major Mvmt						
NBLn1	EBT	EBR	WBL	WBT		
Capacity (veh/h)	-	-	-	1512	-	-
HCM Lane V/C Ratio	-	-	-	-	-	-
HCM Control Delay (s)	0	-	-	0	-	-
HCM Lane LOS	A	-	-	A	-	-
HCM 95th %tile Q(veh)	-	-	-	0	-	-

Synchro™ Output - 2026 Background Traffic

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background - AM
1: Highway 377 & Spring Hill Road

	↖	→	↗	↖	←	↖	↖	↑	↗	↗	↓	↖
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↑	↗	↖	↑	↗	↖	↑	↗	↖	↑	↗
Traffic Volume (vph)	45	222	150	260	198	78	129	385	187	54	491	33
Future Volume (vph)	45	222	150	260	198	78	129	385	187	54	491	33
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	80		80	130		130	215		115	140		140
Storage Lanes	1		1	1		1	1		1	1		1
Taper Length (ft)	60			110			100			110		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1863	1583	1770	1863	1583	1770	1863	1583	1770	1863	1583
Flt Permitted	0.505			0.339			0.950			0.950		
Satd. Flow (perm)	941	1863	1583	631	1863	1583	1770	1863	1583	1770	1863	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			83			83			81			81
Link Speed (mph)		30			45			55			55	
Link Distance (ft)		751			2337			1340			1988	
Travel Time (s)		17.1			35.4			16.6			24.6	
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88
Adj. Flow (vph)	51	252	170	295	225	89	147	438	213	61	558	38
Shared Lane Traffic (%)												
Lane Group Flow (vph)	51	252	170	295	225	89	147	438	213	61	558	38
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane							Yes					
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	D,P+P	NA	Perm	D,P+P	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	4		8	8		4		6				2

11/20/2024
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Synchro 11 Report
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background - AM
1: Highway 377 & Spring Hill Road

	↖	→	↗	↖	←	↖	↖	↑	↗	↗	↓	↖
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	3	8	8	7	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0	7.0	7.0	10.0	10.0	7.0	10.0	10.0
Minimum Split (s)	12.7	39.0	39.0	12.7	24.6	24.6	12.9	25.4	25.4	12.9	33.4	33.4
Total Split (s)	40.5	41.0	41.0	40.5	41.0	41.0	35.1	66.4	66.4	35.1	66.4	66.4
Total Split (%)	22.1%	22.4%	22.4%	22.1%	22.4%	22.4%	19.2%	36.3%	36.3%	19.2%	36.3%	36.3%
Maximum Green (s)	35.1	35.0	35.0	35.0	35.3	35.3	30.0	60.0	60.0	30.0	60.0	60.0
Yellow Time (s)	3.6	4.3	4.3	3.0	3.2	3.2	3.9	5.0	5.0	3.9	5.0	5.0
All-Red Time (s)	1.8	1.7	1.7	2.5	2.5	2.5	1.2	1.4	1.4	1.2	1.4	1.4
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.4	6.0	6.0	5.5	5.7	5.7	5.1	6.4	6.4	5.1	6.4	6.4
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?		Yes	Yes	Yes			Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	1.0	2.0	2.0	1.0	2.0	2.0	1.0	0.5	0.5	1.0	0.5	0.5
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)		8.0	8.0								6.0	6.0
Flash Dont Walk (s)		25.0	25.0								21.0	21.0
Pedestrian Calls (#/hr)		0	0								0	0
Act Effct Green (s)	45.7	23.6	23.6	43.7	39.7	39.7	15.5	55.2	55.2	9.5	45.3	45.3
Actuated g/C Ratio	0.35	0.18	0.18	0.34	0.31	0.31	0.12	0.43	0.43	0.07	0.35	0.35
v/c Ratio	0.13	0.74	0.48	0.76	0.39	0.16	0.69	0.55	0.29	0.47	0.85	0.06
Control Delay	29.0	67.4	32.4	44.5	40.7	9.8	77.0	33.8	18.4	79.5	54.4	0.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	29.0	67.4	32.4	44.5	40.7	9.8	77.0	33.8	18.4	79.5	54.4	0.2
LOS	C	E	C	D	D	A	E	C	B	E	D	A
Approach Delay		50.7			38.0			37.7			53.6	
Approach LOS		D			D			D			D	
Queue Length 50th (ft)	27	201	63	181	153	4	120	275	69	50	422	0
Queue Length 95th (ft)	64	368	162	313	271	45	238	497	164	120	#778	0
Internal Link Dist (ft)		671			2257			1260			1908	
Turn Bay Length (ft)	80		80	130		130	215		115	140		140
Base Capacity (vph)	620	545	522	583	633	593	444	972	865	444	935	835
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.08	0.46	0.33	0.51	0.36	0.15	0.33	0.45	0.25	0.14	0.60	0.05

Intersection Summary		
Area Type:	Other	
Cycle Length:	183	
Actuated Cycle Length:	128.8	
Natural Cycle:	100	
Control Type:	Semi Act-Uncoord	
Maximum v/c Ratio:	0.85	
Intersection Signal Delay:	44.3	Intersection LOS: D
Intersection Capacity Utilization	78.2%	ICU Level of Service D
Analysis Period (min)	15	
#	95th percentile volume exceeds capacity, queue may be longer.	
	Queue shown is maximum after two cycles.	

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Synchro 11 Report
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background - AM
1: Highway 377 & Spring Hill Road

Splits and Phases: 1: Highway 377 & Spring Hill Road

 Ø1	 Ø2	 Ø3	 Ø4
35.1 s	66.4 s	40.5 s	41 s
 Ø5	 Ø6	 Ø7	 Ø8
35.1 s	66.4 s	40.5 s	41 s

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background - AM
2: Neubauer Ranch Road & Spring Hill Road

						
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	236	2	0	355	6	1
Future Volume (vph)	236	2	0	355	6	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.999				0.985	
Flt Protected					0.957	
Satd. Flow (prot)	1861	0	0	1863	1756	0
Flt Permitted					0.957	
Satd. Flow (perm)	1861	0	0	1863	1756	0
Link Speed (mph)	45			55	25	
Link Distance (ft)	2337			1187	1301	
Travel Time (s)	35.4			14.7	35.5	
Peak Hour Factor	0.78	0.78	0.78	0.78	0.78	0.78
Adj. Flow (vph)	303	3	0	455	8	1
Shared Lane Traffic (%)						
Lane Group Flow (vph)	306	0	0	455	9	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type: Unsignalized						
Intersection Capacity Utilization 28.7%				ICU Level of Service A		
Analysis Period (min) 15						

High Pointe Ranch TIA
HCM 6th TWSC

2026 - Background - AM
2: Neubauer Ranch Road & Spring Hill Road

Intersection						
Int Delay, s/veh	0.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	236	2	0	355	6	1
Future Vol, veh/h	236	2	0	355	6	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	78	78	78	78	78	78
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	303	3	0	455	8	1
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	306	0	760	305
Stage 1	-	-	-	-	305	-
Stage 2	-	-	-	-	455	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1255	-	374	735
Stage 1	-	-	-	-	748	-
Stage 2	-	-	-	-	639	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1255	-	374	735
Mov Cap-2 Maneuver	-	-	-	-	374	-
Stage 1	-	-	-	-	748	-
Stage 2	-	-	-	-	639	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0		14.2	
HCM LOS	B					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	402	-	-	1255	-	
HCM Lane V/C Ratio	0.022	-	-	-	-	
HCM Control Delay (s)	14.2	-	-	0	-	
HCM Lane LOS	B	-	-	A	-	
HCM 95th %tile Q(veh)	0.1	-	-	0	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background - AM
3: Highway 377 & De Moya Lane

Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	↱			↱	↱	
Traffic Volume (vph)	11	25	58	439	543	5
Future Volume (vph)	11	25	58	439	543	5
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.907				0.999	
Flt Protected	0.985			0.994		
Satd. Flow (prot)	1664	0	0	1852	1861	0
Flt Permitted	0.985			0.994		
Satd. Flow (perm)	1664	0	0	1852	1861	0
Link Speed (mph)	20			55	55	
Link Distance (ft)	1128			1988	1399	
Travel Time (s)	38.5			24.6	17.3	
Peak Hour Factor	0.87	0.87	0.87	0.87	0.87	0.87
Adj. Flow (vph)	13	29	67	505	624	6
Shared Lane Traffic (%)						
Lane Group Flow (vph)	42	0	0	572	630	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			0	0	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization 68.5%	ICU Level of Service C					
Analysis Period (min) 15						

High Pointe Ranch TIA
HCM 6th TWSC

2026 - Background - AM
3: Highway 377 & De Moya Lane

Intersection						
Int Delay, s/veh	1.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	11	25	58	439	543	5
Future Vol, veh/h	11	25	58	439	543	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	29	67	505	624	6
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	1266	627	630	0	-	0
Stage 1	627	-	-	-	-	-
Stage 2	639	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	187	484	952	-	-	-
Stage 1	532	-	-	-	-	-
Stage 2	526	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	169	484	952	-	-	-
Mov Cap-2 Maneuver	169	-	-	-	-	-
Stage 1	480	-	-	-	-	-
Stage 2	526	-	-	-	-	-
Approach	EB		NB		SB	
HCM Control Delay, s	18.5		1.1		0	
HCM LOS	C					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	952	-	308	-	-	
HCM Lane V/C Ratio	0.07	-	0.134	-	-	
HCM Control Delay (s)	9.1	0	18.5	-	-	
HCM Lane LOS	A	A	C	-	-	
HCM 95th %tile Q(veh)	0.2	-	0.5	-	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background - AM
4: Highway 377 & Blackjack Road

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	5	21	0	32	23	22	1	358	51	40	497	1
Future Volume (vph)	5	21	0	32	23	22	1	358	51	40	497	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt					0.961			0.983				
Flt Protected		0.990			0.980						0.996	
Satd. Flow (prot)	0	1844	0	0	1754	0	0	1831	0	0	1855	0
Flt Permitted		0.990			0.980						0.996	
Satd. Flow (perm)	0	1844	0	0	1754	0	0	1831	0	0	1855	0
Link Speed (mph)		45			55			55			55	
Link Distance (ft)		1199			1698			1758			945	
Travel Time (s)		18.2			21.0			21.8			11.7	
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Adj. Flow (vph)	6	24	0	36	26	25	1	402	57	45	558	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	30	0	0	87	0	0	460	0	0	604	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control	Stop				Stop			Free			Free	
Intersection Summary												
Area Type:	Other											
Control Type: Unsignalized												
Intersection Capacity Utilization 68.8%					ICU Level of Service C							
Analysis Period (min) 15												

Intersection												
Int Delay, s/veh	3.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↕			↕			↕			↕		
Traffic Vol, veh/h	5	21	0	32	23	22	1	358	51	40	497	1
Future Vol, veh/h	5	21	0	32	23	22	1	358	51	40	497	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	6	24	0	36	26	25	1	402	57	45	558	1
Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1107	1110	559	1094	1082	431	559	0	0	459	0	0
Stage 1	649	649	-	433	433	-	-	-	-	-	-	-
Stage 2	458	461	-	661	649	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	188	209	529	191	217	624	1012	-	-	1102	-	-
Stage 1	458	466	-	601	582	-	-	-	-	-	-	-
Stage 2	583	565	-	452	466	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	156	196	529	166	204	624	1012	-	-	1102	-	-
Mov Cap-2 Maneuver	156	196	-	166	204	-	-	-	-	-	-	-
Stage 1	458	439	-	600	581	-	-	-	-	-	-	-
Stage 2	534	564	-	402	439	-	-	-	-	-	-	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	27.8			30.5			0			0.6		
HCM LOS	D			D								
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR					
Capacity (veh/h)	1012	-	-	187	226	1102	-	-				
HCM Lane V/C Ratio	0.001	-	-	0.156	0.383	0.041	-	-				
HCM Control Delay (s)	8.6	0	-	27.8	30.5	8.4	0	-				
HCM Lane LOS	A	A	-	D	D	A	A	-				
HCM 95th %tile Q(veh)	0	-	-	0.5	1.7	0.1	-	-				

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background - PM
1: Highway 377 & Spring Hill Road

	↖	→	↗	↖	←	↖	↖	↑	↗	↗	↓	↖
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↑	↗	↖	↑	↗	↖	↑	↗	↖	↑	↗
Traffic Volume (vph)	52	168	139	257	144	76	61	531	206	51	477	38
Future Volume (vph)	52	168	139	257	144	76	61	531	206	51	477	38
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	80		80	130		130	215		115	140		140
Storage Lanes	1		1	1		1	1		1	1		1
Taper Length (ft)	60			110			100			110		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1863	1583	1770	1863	1583	1770	1863	1583	1770	1863	1583
Flt Permitted	0.619			0.499			0.950			0.950		
Satd. Flow (perm)	1153	1863	1583	930	1863	1583	1770	1863	1583	1770	1863	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			84			83			81			81
Link Speed (mph)		30			45			55			55	
Link Distance (ft)		751			2337			1340			1988	
Travel Time (s)		17.1			35.4			16.6			24.6	
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	57	185	153	282	158	84	67	584	226	56	524	42
Shared Lane Traffic (%)												
Lane Group Flow (vph)	57	185	153	282	158	84	67	584	226	56	524	42
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane							Yes					
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	D,P+P	NA	Perm	D,P+P	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	4		8	8		4		6				2

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Kimley-Horn

Synchro 11 Report
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background - PM
1: Highway 377 & Spring Hill Road

	↖	→	↗	↖	←	↖	↖	↑	↗	↗	↓	↖
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	3	8	8	7	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0	7.0	7.0	10.0	10.0	7.0	10.0	10.0
Minimum Split (s)	12.7	39.0	39.0	12.7	24.6	24.6	12.9	25.4	25.4	12.9	33.4	33.4
Total Split (s)	40.5	41.0	41.0	40.5	41.0	41.0	35.1	66.4	66.4	35.1	66.4	66.4
Total Split (%)	22.1%	22.4%	22.4%	22.1%	22.4%	22.4%	19.2%	36.3%	36.3%	19.2%	36.3%	36.3%
Maximum Green (s)	35.1	35.0	35.0	35.0	35.3	35.3	30.0	60.0	60.0	30.0	60.0	60.0
Yellow Time (s)	3.6	4.3	4.3	3.0	3.2	3.2	3.9	5.0	5.0	3.9	5.0	5.0
All-Red Time (s)	1.8	1.7	1.7	2.5	2.5	2.5	1.2	1.4	1.4	1.2	1.4	1.4
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.4	6.0	6.0	5.5	5.7	5.7	5.1	6.4	6.4	5.1	6.4	6.4
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?		Yes	Yes	Yes			Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	1.0	2.0	2.0	1.0	2.0	2.0	1.0	0.5	0.5	1.0	0.5	0.5
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)		8.0	8.0								6.0	6.0
Flash Dont Walk (s)		25.0	25.0								21.0	21.0
Pedestrian Calls (#/hr)		0	0								0	0
Act Effct Green (s)	36.3	17.1	17.1	34.2	30.5	30.5	9.4	43.3	43.3	8.9	42.7	42.7
Actuated g/C Ratio	0.34	0.16	0.16	0.32	0.29	0.29	0.09	0.41	0.41	0.08	0.40	0.40
v/c Ratio	0.13	0.62	0.47	0.66	0.30	0.16	0.43	0.77	0.33	0.38	0.70	0.06
Control Delay	25.9	56.6	28.4	35.4	36.7	8.7	64.1	38.1	17.1	63.6	35.2	0.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	25.9	56.6	28.4	35.4	36.7	8.7	64.1	38.1	17.1	63.6	35.2	0.4
LOS	C	E	C	D	A	E	D	B	E	D	A	A
Approach Delay		41.3			31.5			34.7			35.4	
Approach LOS		D			C			C			D	
Queue Length 50th (ft)	25	121	43	145	90	1	45	343	64	38	298	0
Queue Length 95th (ft)	65	251	132	275	181	42	115	641	160	101	562	3
Internal Link Dist (ft)		671			2257			1260			1908	
Turn Bay Length (ft)	80		80	130		130	215		115	140		140
Base Capacity (vph)	707	670	623	692	699	646	546	1148	1006	546	1148	1006
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.08	0.28	0.25	0.41	0.23	0.13	0.12	0.51	0.22	0.10	0.46	0.04

Intersection Summary

Area Type:	Other
Cycle Length:	183
Actuated Cycle Length:	106.7
Natural Cycle:	100
Control Type:	Semi Act-Uncoord
Maximum v/c Ratio:	0.77
Intersection Signal Delay:	35.3
Intersection Capacity Utilization	76.0%
Analysis Period (min)	15
Intersection LOS:	D
ICU Level of Service	D

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Synchro 11 Report
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background - PM
1: Highway 377 & Spring Hill Road

Splits and Phases: 1: Highway 377 & Spring Hill Road

Ø1	Ø2	Ø3	Ø4
35.1 s	66.4 s	40.5 s	41 s
Ø5	Ø6	Ø7	Ø8
35.1 s	66.4 s	40.5 s	41 s

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background - PM
2: Neubauer Ranch Road & Spring Hill Road

						
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	378	8	1	312	2	1
Future Volume (vph)	378	8	1	312	2	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.997				0.955	
Flt Protected					0.968	
Satd. Flow (prot)	1857	0	0	1863	1722	0
Flt Permitted					0.968	
Satd. Flow (perm)	1857	0	0	1863	1722	0
Link Speed (mph)	45			55	25	
Link Distance (ft)	2337			1187	1301	
Travel Time (s)	35.4			14.7	35.5	
Peak Hour Factor	0.82	0.82	0.82	0.82	0.82	0.82
Adj. Flow (vph)	461	10	1	380	2	1
Shared Lane Traffic (%)						
Lane Group Flow (vph)	471	0	0	381	3	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type: Unsignalized						
Intersection Capacity Utilization 30.4%				ICU Level of Service A		
Analysis Period (min) 15						

High Pointe Ranch TIA
HCM 6th TWSC

2026 - Background - PM
2: Neubauer Ranch Road & Spring Hill Road

Intersection						
Int Delay, s/veh	0.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↱			↱	↱	
Traffic Vol, veh/h	378	8	1	312	2	1
Future Vol, veh/h	378	8	1	312	2	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	82	82	82	82	82	82
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	461	10	1	380	2	1

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	471
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1091
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1091
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	14.3
HCM LOS	B		

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	390	-	-	1091	-
HCM Lane V/C Ratio	0.009	-	-	0.001	-
HCM Control Delay (s)	14.3	-	-	8.3	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background - PM
3: Highway 377 & De Moya Lane

Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	↱			↱	↱	
Traffic Volume (vph)	16	13	13	628	543	11
Future Volume (vph)	16	13	13	628	543	11
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.939				0.997	
Flt Protected	0.973			0.999		
Satd. Flow (prot)	1702	0	0	1861	1857	0
Flt Permitted	0.973			0.999		
Satd. Flow (perm)	1702	0	0	1861	1857	0
Link Speed (mph)	20			55	55	
Link Distance (ft)	1128			1988	1399	
Travel Time (s)	38.5			24.6	17.3	
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94
Adj. Flow (vph)	17	14	14	668	578	12
Shared Lane Traffic (%)						
Lane Group Flow (vph)	31	0	0	682	590	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			0	0	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	

Intersection Summary	
Area Type:	Other
Control Type:	Unsignalized
Intersection Capacity Utilization 53.5%	ICU Level of Service A
Analysis Period (min) 15	

High Pointe Ranch TIA
HCM 6th TWSC

2026 - Background - PM
3: Highway 377 & De Moya Lane

Intersection						
Int Delay, s/veh	0.6					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	16	13	13	628	543	11
Future Vol, veh/h	16	13	13	628	543	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	17	14	14	668	578	12
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	1280	584	590	0	-	0
Stage 1	584	-	-	-	-	-
Stage 2	696	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	183	512	985	-	-	-
Stage 1	557	-	-	-	-	-
Stage 2	495	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	179	512	985	-	-	-
Mov Cap-2 Maneuver	179	-	-	-	-	-
Stage 1	544	-	-	-	-	-
Stage 2	495	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	21.2	0.2		0		
HCM LOS	C					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	985	-	253	-	-	
HCM Lane V/C Ratio	0.014	-	0.122	-	-	
HCM Control Delay (s)	8.7	0	21.2	-	-	
HCM Lane LOS	A	A	C	-	-	
HCM 95th %tile Q(veh)	0	-	0.4	-	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background - PM
4: Highway 377 & Blackjack Road

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	5	15	1	32	12	20	0	547	39	23	482	1
Future Volume (vph)	5	15	1	32	12	20	0	547	39	23	482	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.994			0.958			0.991				
Flt Protected		0.989			0.976						0.998	
Satd. Flow (prot)	0	1831	0	0	1742	0	0	1846	0	0	1859	0
Flt Permitted		0.989			0.976						0.998	
Satd. Flow (perm)	0	1831	0	0	1742	0	0	1846	0	0	1859	0
Link Speed (mph)		45			55			55			55	
Link Distance (ft)		1199			1698			1758			945	
Travel Time (s)		18.2			21.0			21.8			11.7	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	5	16	1	34	13	21	0	576	41	24	507	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	22	0	0	68	0	0	617	0	0	532	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control	Stop				Stop			Free			Free	
Intersection Summary												
Area Type:	Other											
Control Type: Unsignalized												
Intersection Capacity Utilization 57.8%					ICU Level of Service B							
Analysis Period (min) 15												

Intersection												
Int Delay, s/veh		2.3										
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	5	15	1	32	12	20	0	547	39	23	482	1
Future Vol, veh/h	5	15	1	32	12	20	0	547	39	23	482	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	5	16	1	34	13	21	0	576	41	24	507	1
Major/Minor												
	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1170	1173	508	1161	1153	597	508	0	0	617	0	0
Stage 1	556	556	-	597	597	-	-	-	-	-	-	-
Stage 2	614	617	-	564	556	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	170	192	565	172	197	503	1057	-	-	963	-	-
Stage 1	515	513	-	490	491	-	-	-	-	-	-	-
Stage 2	479	481	-	510	513	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	150	185	565	156	190	503	1057	-	-	963	-	-
Mov Cap-2 Maneuver	150	185	-	156	190	-	-	-	-	-	-	-
Stage 1	515	495	-	490	491	-	-	-	-	-	-	-
Stage 2	447	481	-	476	495	-	-	-	-	-	-	-
Approach												
	EB		WB		NB		SB					
HCM Control Delay, s	27.6		30.4		0		0.4					
HCM LOS	D		D									
Minor Lane/Major Mvmt												
	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR					
Capacity (veh/h)	1057	-	-	181 208	963	-	-					
HCM Lane V/C Ratio	-	-	-	0.122 0.324	0.025	-	-					
HCM Control Delay (s)	0	-	-	27.6 30.4	8.8	0	-					
HCM Lane LOS	A	-	-	D D	A A	A	-					
HCM 95th %tile Q(veh)	0	-	-	0.4 1.3	0.1	-	-					

**Synchro™ Output - 2026 Background Plus 2026 Scenario
Site Traffic**

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background + Site - AM
1: Highway 377 & Spring Hill Road

	↖	→	↗	↖	←	↖	↖	↑	↗	↗	↓	↖
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↑	↗	↖	↑	↗	↖	↑	↗	↖	↑	↗
Traffic Volume (vph)	89	240	150	346	227	101	129	518	240	62	704	104
Future Volume (vph)	89	240	150	346	227	101	129	518	240	62	704	104
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	80		80	130		130	215		115	140		140
Storage Lanes	1		1	1		1	1		1	1		1
Taper Length (ft)	60			110			100			110		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1863	1583	1770	1863	1583	1770	1863	1583	1770	1863	1583
Flt Permitted	0.447			0.209			0.950			0.950		
Satd. Flow (perm)	833	1863	1583	389	1863	1583	1770	1863	1583	1770	1863	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			83			83			81			81
Link Speed (mph)		30			45			55			55	
Link Distance (ft)		751			1186			1340			1988	
Travel Time (s)		17.1			18.0			16.6			24.6	
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88
Adj. Flow (vph)	101	273	170	393	258	115	147	589	273	70	800	118
Shared Lane Traffic (%)												
Lane Group Flow (vph)	101	273	170	393	258	115	147	589	273	70	800	118
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane							Yes					
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	D,P+P	NA	Perm	D,P+P	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	4		8	8		4		6				2

11/21/2024
Kimley-Horn

Synchro 11 Report
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background + Site - AM
1: Highway 377 & Spring Hill Road

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	3	8	8	7	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0	7.0	7.0	10.0	10.0	7.0	10.0	10.0
Minimum Split (s)	12.7	39.0	39.0	12.7	24.6	24.6	12.9	25.4	25.4	25.4	33.4	33.4
Total Split (s)	40.5	41.0	41.0	40.5	41.0	41.0	35.1	66.4	66.4	35.1	66.4	66.4
Total Split (%)	22.1%	22.4%	22.4%	22.1%	22.4%	22.4%	19.2%	36.3%	36.3%	19.2%	36.3%	36.3%
Maximum Green (s)	35.1	35.0	35.0	35.0	35.3	35.3	30.0	60.0	60.0	30.0	60.0	60.0
Yellow Time (s)	3.6	4.3	4.3	3.0	3.2	3.2	3.9	5.0	5.0	3.9	5.0	5.0
All-Red Time (s)	1.8	1.7	1.7	2.5	2.5	2.5	1.2	1.4	1.4	1.2	1.4	1.4
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.4	6.0	6.0	5.5	5.7	5.7	5.1	6.4	6.4	5.1	6.4	6.4
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	1.0	2.0	2.0	1.0	2.0	2.0	1.0	0.5	0.5	1.0	0.5	0.5
Recall Mode	None	None	None	None	None	None	None	Min	Min	Min	Min	Min
Walk Time (s)		8.0	8.0								6.0	6.0
Flash Dont Walk (s)		25.0	25.0								21.0	21.0
Pedestrian Calls (#/hr)		0	0								0	0
Act Effct Green (s)	59.4	27.2	27.2	59.2	49.6	49.6	16.9	67.2	67.2	10.3	60.6	60.6
Actuated g/C Ratio	0.37	0.17	0.17	0.37	0.31	0.31	0.11	0.42	0.42	0.06	0.38	0.38
v/c Ratio	0.28	0.86	0.50	0.94	0.44	0.21	0.79	0.75	0.38	0.61	1.13	0.18
Control Delay	32.0	90.2	36.0	74.0	47.1	14.6	98.9	48.5	25.3	98.5	120.0	14.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	32.0	90.2	36.0	74.0	47.1	14.6	98.9	48.5	25.3	98.5	120.0	14.5
LOS	C	F	D	E	D	B	F	D	C	F	F	B
Approach Delay		62.5			56.0			49.6			105.9	
Approach LOS		E			E			D			F	
Intersection Summary												
Area Type:	Other											
Cycle Length: 183												
Actuated Cycle Length: 159.4												
Natural Cycle: 145												
Control Type: Actuated-Uncoordinated												
Maximum v/c Ratio: 1.13												
Intersection Signal Delay: 70.0	Intersection LOS: E											
Intersection Capacity Utilization 95.2%	ICU Level of Service F											
Analysis Period (min) 15												

Splits and Phases: 1: Highway 377 & Spring Hill Road

↖ Ø1	↓ Ø2	↗ Ø3	↖ Ø4
35.1 s	66.4 s	40.5 s	41 s
↖ Ø5	↑ Ø6	↗ Ø7	↖ Ø8
35.1 s	66.4 s	40.5 s	41 s

11/21/2024
Kimley-Horn

Synchro 11 Report
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background + Site - AM
2: Neubauer Ranch Road/Access B & Spring Hill Road

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	28	264	2	0	414	2	6	0	1	6	0	83
Future Volume (vph)	28	264	2	0	414	2	6	0	1	6	0	83
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	250		0	0		0	0		0	0		0
Storage Lanes	1		0	0		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.999			0.999			0.985			0.874	
Flt Protected	0.950							0.957			0.997	
Satd. Flow (prot)	1770	1861	0	0	1861	0	0	1756	0	0	1623	0
Flt Permitted	0.950							0.957			0.997	
Satd. Flow (perm)	1770	1861	0	0	1861	0	0	1756	0	0	1623	0
Link Speed (mph)		45			55			25			30	
Link Distance (ft)		1151			1187			1301			713	
Travel Time (s)		17.4			14.7			35.5			16.2	
Peak Hour Factor	0.78	0.78	0.78	0.78	0.78	0.78	0.78	0.78	0.78	0.78	0.78	0.78
Adj. Flow (vph)	36	338	3	0	531	3	8	0	1	8	0	106
Shared Lane Traffic (%)												
Lane Group Flow (vph)	36	341	0	0	534	0	0	9	0	0	114	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		10			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	35.3%											
Analysis Period (min)	15											
ICU Level of Service A												

High Pointe Ranch TIA
HCM 6th TWSC

2026 - Background + Site - AM
2: Neubauer Ranch Road/Access B & Spring Hill Road

Intersection												
Int Delay, s/veh		2.1										
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	28	264	2	0	414	2	6	0	1	6	0	83
Future Vol, veh/h	28	264	2	0	414	2	6	0	1	6	0	83
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	250		-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	78	78	78	78	78	78	78	78	78	78	78	78
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	36	338	3	0	531	3	8	0	1	8	0	106
Major/Minor	Major1		Major2		Minor1		Minor2					
Conflicting Flow All	534	0	0	341	0	0	998	946	340	945	946	533
Stage 1	-	-	-	-	-	-	412	412	-	533	533	-
Stage 2	-	-	-	-	-	-	586	534	-	412	413	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1034	-	-	1218	-	-	223	262	702	242	262	547
Stage 1	-	-	-	-	-	-	617	594	-	531	525	-
Stage 2	-	-	-	-	-	-	496	524	-	617	594	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1034	-	-	1218	-	-	175	253	702	235	253	547
Mov Cap-2 Maneuver	-	-	-	-	-	-	175	253	-	235	253	-
Stage 1	-	-	-	-	-	-	595	573	-	512	525	-
Stage 2	-	-	-	-	-	-	400	524	-	594	573	-
Approach	EB		WB		NB		SB					
HCM Control Delay, s	0.8		0		24.2		14.3					
HCM LOS					C		B					
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	196	1034	-	-	1218	-	-	502				
HCM Lane V/C Ratio	0.046	0.035	-	-	-	-	-	0.227				
HCM Control Delay (s)	24.2	8.6	-	-	0	-	-	14.3				
HCM Lane LOS	C	A	-	-	A	-	-	B				
HCM 95th %tile Q(veh)	0.1	0.1	-	-	0	-	-	0.9				

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background + Site - AM
3: Highway 377 & De Moya Lane/Access G

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	11	0	25	48	0	30	58	560	79	50	787	5
Future Volume (vph)	11	0	25	48	0	30	58	560	79	50	787	5
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	0		0	0		505	505		0
Storage Lanes	0		0	0		1	0		1	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.907				0.850			0.850		0.999	
Flt Protected		0.985			0.950			0.995			0.997	
Satd. Flow (prot)	0	1664	0	0	1770	1583	0	1853	1583	0	1855	0
Flt Permitted		0.985			0.950			0.995			0.997	
Satd. Flow (perm)	0	1664	0	0	1770	1583	0	1853	1583	0	1855	0
Link Speed (mph)		20			30			55			55	
Link Distance (ft)		1128			791			1988			1399	
Travel Time (s)		38.5			18.0			24.6			17.3	
Peak Hour Factor	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87
Adj. Flow (vph)	13	0	29	55	0	34	67	644	91	57	905	6
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	42	0	0	55	34	0	711	91	0	968	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			0			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Stop			Stop			Free			Free	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	96.0%											
Analysis Period (min)	15											
ICU Level of Service F												

High Pointe Ranch TIA
HCM 6th TWSC

2026 - Background + Site - AM
3: Highway 377 & De Moya Lane/Access G

Intersection												
Int Delay, s/veh	12.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	11	0	25	48	0	30	58	560	79	50	787	5
Future Vol, veh/h	11	0	25	48	0	30	58	560	79	50	787	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	0	-	-	505	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	87	87	87	87	87	87	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	13	0	29	55	0	34	67	644	91	57	905	6
Major/Minor	Minor2		Minor1			Major1		Major2				
Conflicting Flow All	1863	1891	908	1815	1803	644	911	0	0	735	0	0
Stage 1	1022	1022	-	778	778	-	-	-	-	-	-	-
Stage 2	841	869	-	1037	1025	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	56	70	334	60	79	473	748	-	-	870	-	-
Stage 1	285	313	-	389	407	-	-	-	-	-	-	-
Stage 2	359	369	-	279	312	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	41	51	334	~ 44	58	473	748	-	-	870	-	-
Mov Cap-2 Maneuver	41	51	-	~ 44	58	-	-	-	-	-	-	-
Stage 1	241	271	-	329	344	-	-	-	-	-	-	-
Stage 2	282	312	-	221	271	-	-	-	-	-	-	-
Approach	EB		WB			NB		SB				
HCM Control Delay, s	60		230.5			0.9		0.6				
HCM LOS	F		F									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1WBLn2	SBL	SBT	SBR					
Capacity (veh/h)	748	-	-	105 44 473	870	-	-					
HCM Lane V/C Ratio	0.089	-	-	0.394 1.254 0.073	0.066	-	-					
HCM Control Delay (s)	10.3	0	-	608 366.3 13.2	9.4	0	-					
HCM Lane LOS	B	A	-	F F B	A	A	-					
HCM 95th %tile Q(veh)	0.3	-	-	1.6 5.3 0.2	0.2	-	-					
Notes												
~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon												

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background + Site - AM
4: Highway 377 & Blackjack Road

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Volume (vph)	5	21	0	138	23	81	1	464	93	65	576	1
Future Volume (vph)	5	21	0	138	23	81	1	464	93	65	576	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt					0.955			0.978				
Flt Protected		0.990			0.972						0.995	
Satd. Flow (prot)	0	1844	0	0	1729	0	0	1822	0	0	1853	0
Flt Permitted		0.990			0.972						0.995	
Satd. Flow (perm)	0	1844	0	0	1729	0	0	1822	0	0	1853	0
Link Speed (mph)		45			55			55			55	
Link Distance (ft)		1199			1698			1758			945	
Travel Time (s)		18.2			21.0			21.8			11.7	
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Adj. Flow (vph)	6	24	0	155	26	91	1	521	104	73	647	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	30	0	0	272	0	0	626	0	0	721	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Stop			Stop			Free			Free	

Intersection Summary

Area Type: Other

Control Type: Unsignalized

Intersection Capacity Utilization 94.6%

ICU Level of Service F

Analysis Period (min) 15

High Pointe Ranch TIA
HCM 6th TWSC

2026 - Background + Site - AM
4: Highway 377 & Blackjack Road

Intersection

Int Delay, s/veh 90.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Vol, veh/h	5	21	0	138	23	81	1	464	93	65	576	1
Future Vol, veh/h	5	21	0	138	23	81	1	464	93	65	576	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	6	24	0	155	26	91	1	521	104	73	647	1

Major/Minor	Minor2	Minor1	Major1	Major2
Conflicting Flow All	1428	1421	648	1381
Stage 1	794	794	-	575
Stage 2	634	627	-	806
Critical Hdwy	7.12	6.52	6.22	7.12
Critical Hdwy Stg 1	6.12	5.52	-	6.12
Critical Hdwy Stg 2	6.12	5.52	-	6.12
Follow-up Hdwy	3.518	4.018	3.318	3.518
Pot Cap-1 Maneuver	113	136	470	~ 121
Stage 1	381	400	-	503
Stage 2	467	476	-	376
Platoon blocked, %				
Mov Cap-1 Maneuver	72	120	470	~ 94
Mov Cap-2 Maneuver	72	120	-	~ 94
Stage 1	380	352	-	502
Stage 2	365	475	-	309

Approach	EB	WB	NB	SB
HCM Control Delay, s	51.4	\$ 543	0	0.9
HCM LOS	F	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	938	-	-	106	134	956	-	-
HCM Lane V/C Ratio	0.001	-	-	0.276	2.029	0.076	-	-
HCM Control Delay (s)	8.8	0	-	51.4	\$ 543	9.1	0	-
HCM Lane LOS	A	A	-	F	F	A	A	-
HCM 95th %tile Q(veh)	0	-	-	1	21.9	0.2	-	-

Notes

~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background + Site - AM
5: Spring Hill Road & Access A

						
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	10	262	387	9	27	29
Future Volume (vph)	10	262	387	9	27	29
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	250			0	0	0
Storage Lanes	1			0	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.997		0.930	
Flt Protected	0.950				0.976	
Satd. Flow (prot)	1770	1863	1857	0	1691	0
Flt Permitted	0.950				0.976	
Satd. Flow (perm)	1770	1863	1857	0	1691	0
Link Speed (mph)		30	30		30	
Link Distance (ft)		1187	1044		549	
Travel Time (s)		27.0	23.7		12.5	
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67
Adj. Flow (vph)	15	391	578	13	40	43
Shared Lane Traffic (%)						
Lane Group Flow (vph)	15	391	591	0	83	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	30.9%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2026 - Background + Site - AM
5: Spring Hill Road & Access A

Intersection						
Int Delay, s/veh	1.5					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	10	262	387	9	27	29
Future Vol, veh/h	10	262	387	9	27	29
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	250				0	
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	67	67	67	67	67	67
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	15	391	578	13	40	43
Major/Minor						
Major1	Major2		Minor2			
Conflicting Flow All	591	0	-	0	1006	585
Stage 1	-	-	-	-	585	-
Stage 2	-	-	-	-	421	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	985	-	-	-	267	511
Stage 1	-	-	-	-	557	-
Stage 2	-	-	-	-	662	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	985	-	-	-	263	511
Mov Cap-2 Maneuver	-	-	-	-	263	-
Stage 1	-	-	-	-	549	-
Stage 2	-	-	-	-	662	-
Approach						
EB	WB		SB			
HCM Control Delay, s	0.3		0		18.4	
HCM LOS					C	
Minor Lane/Major Mvmt						
EBL	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	985	-	-	-	351	
HCM Lane V/C Ratio	0.015	-	-	-	0.238	
HCM Control Delay (s)	8.7	-	-	-	18.4	
HCM Lane LOS	A	-	-	-	C	
HCM 95th %tile Q(veh)	0	-	-	-	0.9	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background + Site - AM
6: Highway 377 & Access C

						
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	119	50	522	40	17	722
Future Volume (vph)	119	50	522	40	17	722
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	0		505	505	
Storage Lanes	1	1		1	0	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850		0.850		
Flt Protected	0.950					0.999
Satd. Flow (prot)	1770	1583	1863	1583	0	1861
Flt Permitted	0.950					0.999
Satd. Flow (perm)	1770	1583	1863	1583	0	1861
Link Speed (mph)	30		55			55
Link Distance (ft)	836		1399			1758
Travel Time (s)	19.0		17.3			21.8
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67
Adj. Flow (vph)	178	75	779	60	25	1078
Shared Lane Traffic (%)						
Lane Group Flow (vph)	178	75	779	60	0	1103
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		0			0
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	64.9%			ICU Level of Service C		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2026 - Background + Site - AM
6: Highway 377 & Access C

Intersection						
Int Delay, s/veh	68.9					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	119	50	522	40	17	722
Future Vol, veh/h	119	50	522	40	17	722
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	505	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	67	67	67	67	67	67
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	178	75	779	60	25	1078
Major/Minor						
Minor1	Major1		Major2			
Conflicting Flow All	1907	779	0	0	839	0
Stage 1	779	-	-	-	-	-
Stage 2	1128	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	~ 75	396	-	-	796	-
Stage 1	452	-	-	-	-	-
Stage 2	309	-	-	-	-	-
Platoon blocked, %			-	-	-	-
Mov Cap-1 Maneuver	~ 69	396	-	-	796	-
Mov Cap-2 Maneuver	~ 69	-	-	-	-	-
Stage 1	452	-	-	-	-	-
Stage 2	285	-	-	-	-	-
Approach						
WB	NB		SB			
HCM Control Delay, s	\$ 598	0	0.2			
HCM LOS	F					
Minor Lane/Major Mvmt						
NBT	NBRWBLn1	WBLn2	SBL	SBT		
Capacity (veh/h)	-	-	69	396	796	-
HCM Lane V/C Ratio	-	-	2.574	0.188	0.032	-
HCM Control Delay (s)	-	-	\$ 842.5	16.2	9.7	0
HCM Lane LOS	-	-	F	C	A	A
HCM 95th %tile Q(veh)	-	-	17.4	0.7	0.1	-
Notes						
-: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon						

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background + Site - AM
7: Access D & Blackjack Road

						
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	151	10	3	96	30	10
Future Volume (vph)	151	10	3	96	30	10
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		250	0		0	0
Storage Lanes		0	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.992				0.966	
Flt Protected				0.999	0.964	
Satd. Flow (prot)	1848	0	0	1861	1735	0
Flt Permitted				0.999	0.964	
Satd. Flow (perm)	1848	0	0	1861	1735	0
Link Speed (mph)	30			55	30	
Link Distance (ft)	1257			1497	515	
Travel Time (s)	28.6			18.6	11.7	
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67
Adj. Flow (vph)	225	15	4	143	45	15
Shared Lane Traffic (%)						
Lane Group Flow (vph)	240	0	0	147	60	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	18.6%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2026 - Background + Site - AM
7: Access D & Blackjack Road

Intersection						
Int Delay, s/veh	1.5					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↗			↖	↙	
Traffic Vol, veh/h	151	10	3	96	30	10
Future Vol, veh/h	151	10	3	96	30	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	67	67	67	67	67	67
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	225	15	4	143	45	15
Major/Minor						
Major1	Major2		Minor1			
Conflicting Flow All	0	0	240	0	384	233
Stage 1	-	-	-	-	233	-
Stage 2	-	-	-	-	151	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1327	-	619	806
Stage 1	-	-	-	-	806	-
Stage 2	-	-	-	-	877	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1327	-	617	806
Mov Cap-2 Maneuver	-	-	-	-	617	-
Stage 1	-	-	-	-	806	-
Stage 2	-	-	-	-	874	-
Approach						
EB	WB		NB			
HCM Control Delay, s	0	0.2			11	
HCM LOS					B	
Minor Lane/Major Mvmt						
NBLn1	EBT	EBR	WBL	WBT		
Capacity (veh/h)	655	-	-	1327	-	
HCM Lane V/C Ratio	0.091	-	-	0.003	-	
HCM Control Delay (s)	11	-	-	7.7	0	
HCM Lane LOS	B	-	-	A	A	
HCM 95th %tile Q(veh)	0.3	-	-	0	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background + Site - AM
8: Access E & Blackjack Road

						
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	146	19	5	121	56	15
Future Volume (vph)	146	19	5	121	56	15
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		250	0		0	0
Storage Lanes		0	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.985				0.972	
Flt Protected				0.998	0.962	
Satd. Flow (prot)	1835	0	0	1859	1742	0
Flt Permitted				0.998	0.962	
Satd. Flow (perm)	1835	0	0	1859	1742	0
Link Speed (mph)	30			55	30	
Link Distance (ft)	1589			1257	402	
Travel Time (s)	36.1			15.6	9.1	
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67
Adj. Flow (vph)	218	28	7	181	84	22
Shared Lane Traffic (%)						
Lane Group Flow (vph)	246	0	0	188	106	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	21.1%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2026 - Background + Site - AM
8: Access E & Blackjack Road

Intersection						
Int Delay, s/veh	2.5					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↗			↖	↙	
Traffic Vol, veh/h	146	19	5	121	56	15
Future Vol, veh/h	146	19	5	121	56	15
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	67	67	67	67	67	67
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	218	28	7	181	84	22
Major/Minor						
Major1	Major2		Minor1			
Conflicting Flow All	0	0	246	0	427	232
Stage 1	-	-	-	-	232	-
Stage 2	-	-	-	-	195	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1320	-	584	807
Stage 1	-	-	-	-	807	-
Stage 2	-	-	-	-	838	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1320	-	580	807
Mov Cap-2 Maneuver	-	-	-	-	580	-
Stage 1	-	-	-	-	807	-
Stage 2	-	-	-	-	833	-
Approach						
EB	WB		NB			
HCM Control Delay, s	0	0.3			12	
HCM LOS					B	
Minor Lane/Major Mvmt						
NBLn1	EBT	EBR	WBL	WBT		
Capacity (veh/h)	617	-	-	1320	-	
HCM Lane V/C Ratio	0.172	-	-	0.006	-	
HCM Control Delay (s)	12	-	-	7.7	0	
HCM Lane LOS	B	-	-	A	A	
HCM 95th %tile Q(veh)	0.6	-	-	0	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background + Site - AM
9: Access F & Blackjack Road

	→	↗	↖	←	↙	↘
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↗			↖	↙	
Traffic Volume (vph)	145	23	7	170	70	20
Future Volume (vph)	145	23	7	170	70	20
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		250	0		0	0
Storage Lanes		0	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.982				0.970	
Flt Protected				0.998	0.963	
Satd. Flow (prot)	1829	0	0	1859	1740	0
Flt Permitted				0.998	0.963	
Satd. Flow (perm)	1829	0	0	1859	1740	0
Link Speed (mph)	30			55	30	
Link Distance (ft)	1698			1589	493	
Travel Time (s)	38.6			19.7	11.2	
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67
Adj. Flow (vph)	216	34	10	254	104	30
Shared Lane Traffic (%)						
Lane Group Flow (vph)	250	0	0	264	134	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type: Unsignalized						
Intersection Capacity Utilization 26.4%				ICU Level of Service A		
Analysis Period (min) 15						

High Pointe Ranch TIA
HCM 6th TWSC

2026 - Background + Site - AM
9: Access F & Blackjack Road

Intersection						
Int Delay, s/veh	2.9					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	145	23	7	170	70	20
Future Vol, veh/h	145	23	7	170	70	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	67	67	67	67	67	67
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	216	34	10	254	104	30
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	250	0	507	233
Stage 1	-	-	-	-	233	-
Stage 2	-	-	-	-	274	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1316	-	525	806
Stage 1	-	-	-	-	806	-
Stage 2	-	-	-	-	772	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1316	-	520	806
Mov Cap-2 Maneuver	-	-	-	-	520	-
Stage 1	-	-	-	-	806	-
Stage 2	-	-	-	-	765	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.3		13.3	
HCM LOS	B					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	565	-	-	1316	-	
HCM Lane V/C Ratio	0.238	-	-	0.008	-	
HCM Control Delay (s)	13.3	-	-	7.8	0	
HCM Lane LOS	B	-	-	A	A	
HCM 95th %tile Q(veh)	0.9	-	-	0	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background + Site - AM
12: Spring Hill Road & Access H

						
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	40	277	474	30	18	24
Future Volume (vph)	40	277	474	30	18	24
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	265			265	0	0
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1863	1863	1583	1770	1583
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	1770	1863	1863	1583	1770	1583
Link Speed (mph)		45	45		30	
Link Distance (ft)		1186	1151		625	
Travel Time (s)		18.0	17.4		14.2	
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67
Adj. Flow (vph)	60	413	707	45	27	36
Shared Lane Traffic (%)						
Lane Group Flow (vph)	60	413	707	45	27	36
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	41.6%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2026 - Background + Site - AM
12: Spring Hill Road & Access H

Intersection						
Int Delay, s/veh	1.4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↖	↑	↑	↗	↖	↗
Traffic Vol, veh/h	40	277	474	30	18	24
Future Vol, veh/h	40	277	474	30	18	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	265				265	0
Veh in Median Storage, #	-	0	0		0	-
Grade, %	-	0	0		0	-
Peak Hour Factor	67	67	67	67	67	67
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	60	413	707	45	27	36
Major/Minor						
Major1	Major2		Minor2			
Conflicting Flow All	752	0	-	0	1240	707
Stage 1	-	-	-	-	707	-
Stage 2	-	-	-	-	533	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	858	-	-	-	193	435
Stage 1	-	-	-	-	489	-
Stage 2	-	-	-	-	588	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	858	-	-	-	179	435
Mov Cap-2 Maneuver	-	-	-	-	179	-
Stage 1	-	-	-	-	455	-
Stage 2	-	-	-	-	588	-
Approach						
EB	WB		SB			
HCM Control Delay, s	1.2		0		20.3	
HCM LOS					C	
Minor Lane/Major Mvmt						
EBL	EBT	WBT	WBR	SBLn1	SBLn2	
Capacity (veh/h)	858	-	-	-	179	435
HCM Lane V/C Ratio	0.07	-	-	-	0.15	0.082
HCM Control Delay (s)	9.5	-	-	-	28.6	14
HCM Lane LOS	A	-	-	-	D	B
HCM 95th %tile Q(veh)	0.2	-	-	-	0.5	0.3

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background + Site - PM
1: Highway 377 & Spring Hill Road

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↱	↲	↰	↱	↲	↰	↱	↲	↰	↱	↲
Traffic Volume (vph)	189	225	139	404	193	92	61	942	376	78	827	155
Future Volume (vph)	189	225	139	404	193	92	61	942	376	78	827	155
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	80		80	130		130	215		115	140		140
Storage Lanes	1		1	1		1	1		1	1		1
Taper Length (ft)	60			110			100			110		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1863	1583	1770	1863	1583	1770	1863	1583	1770	1863	1583
Flt Permitted	0.502			0.249			0.950			0.950		
Satd. Flow (perm)	935	1863	1583	464	1863	1583	1770	1863	1583	1770	1863	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			83			83			81			81
Link Speed (mph)		30			45			55			55	
Link Distance (ft)		751			1186			1340			1988	
Travel Time (s)		17.1			18.0			16.6			24.6	
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	208	247	153	444	212	101	67	1035	413	86	909	170
Shared Lane Traffic (%)												
Lane Group Flow (vph)	208	247	153	444	212	101	67	1035	413	86	909	170
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane							Yes					
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		CI+Ex			CI+Ex			CI+Ex			CI+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	D,P+P	NA	Perm	D,P+P	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	4		8	8		4		6				2

11/21/2024
Kimley-Horn

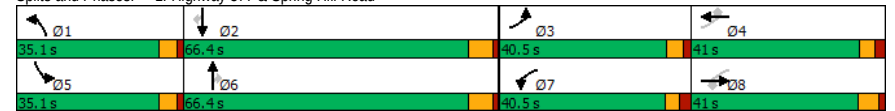
Synchro 11 Report
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background + Site - PM
1: Highway 377 & Spring Hill Road

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	3	8	8	7	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0	7.0	7.0	10.0	10.0	7.0	10.0	10.0
Minimum Split (s)	12.7	39.0	39.0	12.7	24.6	24.6	12.9	25.4	25.4	25.4	33.4	33.4
Total Split (s)	40.5	41.0	41.0	40.5	41.0	41.0	35.1	66.4	66.4	35.1	66.4	66.4
Total Split (%)	22.1%	22.4%	22.4%	22.1%	22.4%	22.4%	19.2%	36.3%	36.3%	19.2%	36.3%	36.3%
Maximum Green (s)	35.1	35.0	35.0	35.0	35.3	35.3	30.0	60.0	60.0	30.0	60.0	60.0
Yellow Time (s)	3.6	4.3	4.3	3.0	3.2	3.2	3.9	5.0	5.0	3.9	5.0	5.0
All-Red Time (s)	1.8	1.7	1.7	2.5	2.5	2.5	1.2	1.4	1.4	1.2	1.4	1.4
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.4	6.0	6.0	5.5	5.7	5.7	5.1	6.4	6.4	5.1	6.4	6.4
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	1.0	2.0	2.0	1.0	2.0	2.0	1.0	0.5	0.5	1.0	0.5	0.5
Recall Mode	None	None	None	None	None	None	None	Min	Min	Min	Min	Min
Walk Time (s)		8.0	8.0								6.0	6.0
Flash Dont Walk (s)		25.0	25.0								21.0	21.0
Pedestrian Calls (#/hr)		0	0								0	0
Act Effct Green (s)	60.6	24.7	24.7	60.4	45.0	45.0	9.8	60.2	60.2	11.2	61.7	61.7
Actuated g/C Ratio	0.39	0.16	0.16	0.39	0.29	0.29	0.06	0.39	0.39	0.07	0.40	0.40
v/c Ratio	0.46	0.83	0.47	0.93	0.39	0.19	0.60	1.42	0.62	0.67	1.22	0.25
Control Delay	32.6	85.8	31.9	65.2	47.4	12.9	94.1	234.6	36.1	95.9	151.4	18.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	32.6	85.8	31.9	65.2	47.4	12.9	94.1	234.6	36.1	95.9	151.4	18.0
LOS	C	F	C	E	D	B	F	D	F	F	B	B
Approach Delay		54.0			53.2			174.3			127.9	
Approach LOS		D			D			F			F	
Intersection Summary												
Area Type:	Other											
Cycle Length:	183											
Actuated Cycle Length:	154.4											
Natural Cycle:	145											
Control Type:	Actuated-Uncoordinated											
Maximum v/c Ratio:	1.42											
Intersection Signal Delay:	120.2											
Intersection Capacity Utilization	108.8%											
ICU Level of Service	G											
Analysis Period (min)	15											

Splits and Phases: 1: Highway 377 & Spring Hill Road



11/21/2024
Kimley-Horn

Synchro 11 Report
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background + Site - PM
2: Neubauer Ranch Road/Access B & Spring Hill Road

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	96	513	8	1	425	7	2	0	1	4	0	56
Future Volume (vph)	96	513	8	1	425	7	2	0	1	4	0	56
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	250		0	0		0	0		0	0		0
Storage Lanes	1		0	0		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.998			0.998			0.955			0.874	
Flt Protected	0.950							0.968			0.997	
Satd. Flow (prot)	1770	1859	0	0	1859	0	0	1722	0	0	1623	0
Flt Permitted	0.950							0.968			0.997	
Satd. Flow (perm)	1770	1859	0	0	1859	0	0	1722	0	0	1623	0
Link Speed (mph)		45			55			25			30	
Link Distance (ft)		1151			1187			1301			713	
Travel Time (s)		17.4			14.7			35.5			16.2	
Peak Hour Factor	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82
Adj. Flow (vph)	117	626	10	1	518	9	2	0	1	5	0	68
Shared Lane Traffic (%)												
Lane Group Flow (vph)	117	636	0	0	528	0	0	3	0	0	73	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		10			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	64.0%											
Analysis Period (min)	15											
ICU Level of Service B												

High Pointe Ranch TIA
HCM 6th TWSC

2026 - Background + Site - PM
2: Neubauer Ranch Road/Access B & Spring Hill Road

Intersection												
Int Delay, s/veh	1.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	96	513	8	1	425	7	2	0	1	4	0	56
Future Vol, veh/h	96	513	8	1	425	7	2	0	1	4	0	56
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	250	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	82	82	82	82	82	82	82	82	82	82	82	82
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	117	626	10	1	518	9	2	0	1	5	0	68
Major/Minor	Major1	Major2				Minor1		Minor2				
Conflicting Flow All	527	0	0	636	0	0	1424	1394	631	1391	1395	523
Stage 1	-	-	-	-	-	-	865	865	-	525	525	-
Stage 2	-	-	-	-	-	-	559	529	-	866	870	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1040	-	-	947	-	-	113	141	481	120	141	554
Stage 1	-	-	-	-	-	-	348	371	-	536	529	-
Stage 2	-	-	-	-	-	-	513	527	-	348	369	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1040	-	-	947	-	-	91	125	481	109	125	554
Mov Cap-2 Maneuver	-	-	-	-	-	-	91	125	-	109	125	-
Stage 1	-	-	-	-	-	-	309	329	-	476	528	-
Stage 2	-	-	-	-	-	-	449	526	-	308	328	-
Approach	EB	WB				NB		SB				
HCM Control Delay, s	1.4	0				34.7		14.9				
HCM LOS					D		B					
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	125	1040	-	-	947	-	-	435				
HCM Lane V/C Ratio	0.029	0.113	-	-	0.001	-	-	0.168				
HCM Control Delay (s)	34.7	8.9	-	-	8.8	0	-	14.9				
HCM Lane LOS	D	A	-	-	A	A	-	B				
HCM 95th %tile Q(veh)	0.1	0.4	-	-	0	-	-	0.6				

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background + Site - PM
3: Highway 377 & De Moya Lane/Access G

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔	↔		↔	↔		↔	
Traffic Volume (vph)	16	0	13	268	0	168	13	944	248	155	767	11
Future Volume (vph)	16	0	13	268	0	168	13	944	248	155	767	11
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	0		0	0		505	505		0
Storage Lanes	0		0	0		1	0		1	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.939				0.850			0.850		0.998	
Flt Protected		0.973			0.950			0.999			0.992	
Satd. Flow (prot)	0	1702	0	0	1770	1583	0	1861	1583	0	1844	0
Flt Permitted		0.973			0.950			0.999			0.992	
Satd. Flow (perm)	0	1702	0	0	1770	1583	0	1861	1583	0	1844	0
Link Speed (mph)		20			30			55			55	
Link Distance (ft)		1128			791			1988			1399	
Travel Time (s)		38.5			18.0			24.6			17.3	
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Adj. Flow (vph)	17	0	14	285	0	179	14	1004	264	165	816	12
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	31	0	0	285	179	0	1018	264	0	993	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			0			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	60		60	15		60	60		9
Sign Control		Stop			Stop			Free			Free	

Intersection Summary

Area Type: Other

Control Type: Unsignalized

Intersection Capacity Utilization 131.5% ICU Level of Service H

Analysis Period (min) 15

High Pointe Ranch TIA
HCM 6th TWSC

2026 - Background + Site - PM
3: Highway 377 & De Moya Lane/Access G

Intersection

Int Delay, s/veh 799.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔	↔		↔	↔		↔	
Traffic Vol, veh/h	16	0	13	268	0	168	13	944	248	155	767	11
Future Vol, veh/h	16	0	13	268	0	168	13	944	248	155	767	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	0	-	-	-	505	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	17	0	14	285	0	179	14	1004	264	165	816	12

Major/Minor	Minor2	Minor1	Major1	Major2
Conflicting Flow All	2406	2448	822	2191
Stage 1	1152	1152	-	1032
Stage 2	1254	1296	-	1159
Critical Hdwy	7.12	6.52	6.22	7.12
Critical Hdwy Stg 1	6.12	5.52	-	6.12
Critical Hdwy Stg 2	6.12	5.52	-	6.12
Follow-up Hdwy	3.518	4.018	3.318	3.518
Pot Cap-1 Maneuver	23	31	374	~ 33
Stage 1	241	272	~ 281	310
Stage 2	211	232	~ 238	270
Platoon blocked, %				
Mov Cap-1 Maneuver	~ 5	13	374	~ 17
Mov Cap-2 Maneuver	~ 5	13	~ 17	19
Stage 1	225	120	~ 263	290
Stage 2	77	217	~ 101	119

Approach	EB	WB	NB	SB
HCM Control Delay, \$1908.1		\$ 4643.2	0.1	2.4
HCM LOS	F	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1WBLn2	SBL	SBT	SBR
Capacity (veh/h)	803	-	-	9	17	294	548
HCM Lane V/C Ratio	0.017	-	-	3.428	16.771	0.608	0.301
HCM Control Delay (s)	9.6	0	\$ 1908.1	7532.2	34.5	14.4	0
HCM Lane LOS	A	A	-	F	F	D	B
HCM 95th %tile Q(veh)	0.1	-	-	5	36.4	3.7	1.3

Notes

~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background + Site - PM
4: Highway 377 & Blackjack Road

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	5	15	1	117	12	70	0	773	171	99	730	1
Future Volume (vph)	5	15	1	117	12	70	0	773	171	99	730	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.994			0.952			0.976				
Flt Protected		0.989			0.972					0.994		
Satd. Flow (prot)	0	1831	0	0	1724	0	0	1818	0	0	1852	0
Flt Permitted		0.989			0.972					0.994		
Satd. Flow (perm)	0	1831	0	0	1724	0	0	1818	0	0	1852	0
Link Speed (mph)		45			55			55			55	
Link Distance (ft)		1199			1698			1758			945	
Travel Time (s)		18.2			21.0			21.8			11.7	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	5	16	1	123	13	74	0	814	180	104	768	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	22	0	0	210	0	0	994	0	0	873	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Stop			Stop			Free			Free	
Intersection Summary												
Area Type:	Other											
Control Type: Unsignalized												
Intersection Capacity Utilization 123.1%												
ICU Level of Service H												
Analysis Period (min) 15												

High Pointe Ranch TIA
HCM 6th TWSC

2026 - Background + Site - PM
4: Highway 377 & Blackjack Road

Intersection												
Int Delay, s/veh	175.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	5	15	1	117	12	70	0	773	171	99	730	1
Future Vol, veh/h	5	15	1	117	12	70	0	773	171	99	730	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	5	16	1	123	13	74	0	814	180	104	768	1

Major/Minor	Minor2	Minor1	Major1	Major2
Conflicting Flow All	1925	1971	769	1889
Stage 1	977	977	-	904
Stage 2	948	994	-	985
Critical Hdwy	7.12	6.52	6.22	7.12
Critical Hdwy Stg 1	6.12	5.52	-	6.12
Critical Hdwy Stg 2	6.12	5.52	-	6.12
Follow-up Hdwy	3.518	4.018	3.318	3.518
Pot Cap-1 Maneuver	50	62	401	~ 53
Stage 1	302	329	-	331
Stage 2	313	323	-	299
Platoon blocked, %				
Mov Cap-1 Maneuver	26	46	401	~ 31
Mov Cap-2 Maneuver	26	46	-	~ 31
Stage 1	302	243	-	331
Stage 2	235	323	-	206

Approach	EB	WB		NB		SB	
HCM Control Delay, s	174.7	\$ 1730.4		0		1.3	
HCM LOS	F	F					
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	845	-	-	40 47	696	-	-
HCM Lane V/C Ratio	-	-	-	0.553 4.457	0.15	-	-
HCM Control Delay (s)	0	-	-	174.7 1730.4	11.1	0	-
HCM Lane LOS	A	-	-	F F	B	A	-
HCM 95th %tile Q(veh)	0	-	-	2 23.6	0.5	-	-

Notes			
-: Volume exceeds capacity	\$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background + Site - PM
5: Spring Hill Road & Access A

						
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	34	484	413	30	18	20
Future Volume (vph)	34	484	413	30	18	20
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	250			0	0	0
Storage Lanes	1			0	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.991		0.928	
Flt Protected	0.950				0.977	
Satd. Flow (prot)	1770	1863	1846	0	1689	0
Flt Permitted	0.950				0.977	
Satd. Flow (perm)	1770	1863	1846	0	1689	0
Link Speed (mph)		30	30		30	
Link Distance (ft)		1187	1044		549	
Travel Time (s)		27.0	23.7		12.5	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Adj. Flow (vph)	40	569	486	35	21	24
Shared Lane Traffic (%)						
Lane Group Flow (vph)	40	569	521	0	45	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	38.3%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2026 - Background + Site - PM
5: Spring Hill Road & Access A

Intersection						
Int Delay, s/veh	1					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	34	484	413	30	18	20
Future Vol, veh/h	34	484	413	30	18	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	250	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	40	569	486	35	21	24
Major/Minor						
Major1	Major2		Minor2			
Conflicting Flow All	521	0	-	0	1153	504
Stage 1	-	-	-	-	504	-
Stage 2	-	-	-	-	649	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1045	-	-	-	218	568
Stage 1	-	-	-	-	607	-
Stage 2	-	-	-	-	520	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	1045	-	-	-	210	568
Mov Cap-2 Maneuver	-	-	-	-	210	-
Stage 1	-	-	-	-	584	-
Stage 2	-	-	-	-	520	-
Approach						
EB	WB		SB			
HCM Control Delay, s	0.6		0		18.4	
HCM LOS					C	
Minor Lane/Major Mvmt						
EBL	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	1045	-	-	-	314	
HCM Lane V/C Ratio	0.038	-	-	-	0.142	
HCM Control Delay (s)	8.6	-	-	-	18.4	
HCM Lane LOS	A	-	-	-	C	
HCM 95th %tile Q(veh)	0.1	-	-	-	0.5	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background + Site - PM
6: Highway 377 & Access C

						
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	80	33	936	135	57	854
Future Volume (vph)	80	33	936	135	57	854
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	0		505	505	
Storage Lanes	1	1		1	0	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850		0.850		
Flt Protected	0.950					0.997
Satd. Flow (prot)	1770	1583	1863	1583	0	1857
Flt Permitted	0.950					0.997
Satd. Flow (perm)	1770	1583	1863	1583	0	1857
Link Speed (mph)	30		55			55
Link Distance (ft)	836		1399			1758
Travel Time (s)	19.0		17.3			21.8
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Adj. Flow (vph)	94	39	1101	159	67	1005
Shared Lane Traffic (%)						
Lane Group Flow (vph)	94	39	1101	159	0	1072
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		0			0
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization 102.8%	ICU Level of Service G					
Analysis Period (min) 15						

High Pointe Ranch TIA
HCM 6th TWSC

2026 - Background + Site - PM
6: Highway 377 & Access C

Intersection						
Int Delay, s/veh	42.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	80	33	936	135	57	854
Future Vol, veh/h	80	33	936	135	57	854
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	505	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	94	39	1101	159	67	1005
Major/Minor						
Minor1	Minor1	Major1	Major2			
Conflicting Flow All	2240	1101	0	0	1260	0
Stage 1	1101	-	-	-	-	-
Stage 2	1139	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	~ 46	258	-	-	552	-
Stage 1	318	-	-	-	-	-
Stage 2	305	-	-	-	-	-
Platoon blocked, %			-	-	-	-
Mov Cap-1 Maneuver	~ 33	258	-	-	552	-
Mov Cap-2 Maneuver	~ 33	-	-	-	-	-
Stage 1	318	-	-	-	-	-
Stage 2	221	-	-	-	-	-
Approach						
WB	NB	SB				
HCM Control Delay, \$ 778.6	0	0.8				
HCM LOS	F					
Minor Lane/Major Mvmt						
NBT	NBRWBLn1WBLn2	SBL	SBT			
Capacity (veh/h)	-	-	33	258	552	-
HCM Lane V/C Ratio	-	-	2.852	0.15	0.121	-
HCM Control Delay (s)	-	-	\$ 1090.9	21.4	12.4	0
HCM Lane LOS	-	-	F	C	B	A
HCM 95th %tile Q(veh)	-	-	10.9	0.5	0.4	-
Notes						
-: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon						

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background + Site - PM
7: Access D & Blackjack Road

						
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	114	35	12	116	20	7
Future Volume (vph)	114	35	12	116	20	7
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		250	0		0	0
Storage Lanes		0	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.968				0.966	
Flt Protected				0.995	0.964	
Satd. Flow (prot)	1803	0	0	1853	1735	0
Flt Permitted				0.995	0.964	
Satd. Flow (perm)	1803	0	0	1853	1735	0
Link Speed (mph)	30			55	30	
Link Distance (ft)	1257			1497	515	
Travel Time (s)	28.6			18.6	11.7	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Adj. Flow (vph)	134	41	14	136	24	8
Shared Lane Traffic (%)						
Lane Group Flow (vph)	175	0	0	150	32	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	26.1%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2026 - Background + Site - PM
7: Access D & Blackjack Road

Intersection						
Int Delay, s/veh	1.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↗			↖	↙	
Traffic Vol, veh/h	114	35	12	116	20	7
Future Vol, veh/h	114	35	12	116	20	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	134	41	14	136	24	8
Major/Minor						
Major1	Major2		Minor1			
Conflicting Flow All	0	0	175	0	319	155
Stage 1	-	-	-	-	155	-
Stage 2	-	-	-	-	164	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1401	-	674	891
Stage 1	-	-	-	-	873	-
Stage 2	-	-	-	-	865	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1401	-	667	891
Mov Cap-2 Maneuver	-	-	-	-	667	-
Stage 1	-	-	-	-	873	-
Stage 2	-	-	-	-	855	-
Approach						
EB	WB		NB			
HCM Control Delay, s	0	0.7	10.3			
HCM LOS			B			
Minor Lane/Major Mvmt						
NBLn1	EBT	EBR	WBL	WBT		
Capacity (veh/h)	714	-	-	1401	-	
HCM Lane V/C Ratio	0.044	-	-	0.01	-	
HCM Control Delay (s)	10.3	-	-	7.6	0	
HCM Lane LOS	B	-	-	A	A	
HCM 95th %tile Q(veh)	0.1	-	-	0	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background + Site - PM
8: Access E & Blackjack Road

	→	↗	↖	←	↙	↘
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↗			↖	↙	
Traffic Volume (vph)	139	63	18	118	37	10
Future Volume (vph)	139	63	18	118	37	10
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		250	0		0	0
Storage Lanes		0	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.958				0.971	
Flt Protected				0.993	0.962	
Satd. Flow (prot)	1785	0	0	1850	1740	0
Flt Permitted				0.993	0.962	
Satd. Flow (perm)	1785	0	0	1850	1740	0
Link Speed (mph)	30			55	30	
Link Distance (ft)	1589			1257	402	
Travel Time (s)	36.1			15.6	9.1	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Adj. Flow (vph)	164	74	21	139	44	12
Shared Lane Traffic (%)						
Lane Group Flow (vph)	238	0	0	160	56	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	31.4%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2026 - Background + Site - PM
8: Access E & Blackjack Road

Intersection						
Int Delay, s/veh	1.7					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↗			↖	↙	
Traffic Vol, veh/h	139	63	18	118	37	10
Future Vol, veh/h	139	63	18	118	37	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	164	74	21	139	44	12
Major/Minor						
Major1	Major2	Minor1				
Conflicting Flow All	0	0	238	0	382	201
Stage 1	-	-	-	-	201	-
Stage 2	-	-	-	-	181	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1329	-	620	840
Stage 1	-	-	-	-	833	-
Stage 2	-	-	-	-	850	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1329	-	609	840
Mov Cap-2 Maneuver	-	-	-	-	609	-
Stage 1	-	-	-	-	833	-
Stage 2	-	-	-	-	836	-
Approach						
EB	WB	NB				
HCM Control Delay, s	0	1	11.1			
HCM LOS			B			
Minor Lane/Major Mvmt						
NBLn1	EBT	EBR	WBL	WBT		
Capacity (veh/h)	647	-	-	1329	-	
HCM Lane V/C Ratio	0.085	-	-	0.016	-	
HCM Control Delay (s)	11.1	-	-	7.8	0	
HCM Lane LOS	B	-	-	A	A	
HCM 95th %tile Q(veh)	0.3	-	-	0	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background + Site - PM
9: Access F & Blackjack Road

	→	↗	↖	←	↙	↘
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	189	80	22	134	47	13
Future Volume (vph)	189	80	22	134	47	13
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		250	0		0	0
Storage Lanes		0	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.960				0.971	
Flt Protected				0.993	0.962	
Satd. Flow (prot)	1788	0	0	1850	1740	0
Flt Permitted				0.993	0.962	
Satd. Flow (perm)	1788	0	0	1850	1740	0
Link Speed (mph)	30			55	30	
Link Distance (ft)	1698			1589	493	
Travel Time (s)	38.6			19.7	11.2	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Adj. Flow (vph)	222	94	26	158	55	15
Shared Lane Traffic (%)						
Lane Group Flow (vph)	316	0	0	184	70	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	35.8%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2026 - Background + Site - PM
9: Access F & Blackjack Road

Intersection						
Int Delay, s/veh	1.9					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↗			↖	↙	
Traffic Vol, veh/h	189	80	22	134	47	13
Future Vol, veh/h	189	80	22	134	47	13
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	222	94	26	158	55	15
Major/Minor						
Major1	Major2		Minor1			
Conflicting Flow All	0	0	316	0	479	269
Stage 1	-	-	-	-	269	-
Stage 2	-	-	-	-	210	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1244	-	545	770
Stage 1	-	-	-	-	776	-
Stage 2	-	-	-	-	825	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1244	-	532	770
Mov Cap-2 Maneuver	-	-	-	-	532	-
Stage 1	-	-	-	-	776	-
Stage 2	-	-	-	-	806	-
Approach						
EB	WB		NB			
HCM Control Delay, s	0	1.1	12.2			
HCM LOS			B			
Minor Lane/Major Mvmt						
NBLn1	EBT	EBR	WBL	WBT		
Capacity (veh/h)	570	-	-	1244	-	-
HCM Lane V/C Ratio	0.124	-	-	0.021	-	-
HCM Control Delay (s)	12.2	-	-	8	0	
HCM Lane LOS	B	-	-	A	A	
HCM 95th %tile Q(veh)	0.4	-	-	0.1	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2026 - Background + Site - PM
12: Spring Hill Road & Access H

						
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	124	515	391	93	101	134
Future Volume (vph)	124	515	391	93	101	134
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	265			265	0	0
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1863	1863	1583	1770	1583
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	1770	1863	1863	1583	1770	1583
Link Speed (mph)		30	30		30	
Link Distance (ft)		1186	1151		625	
Travel Time (s)		27.0	26.2		14.2	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Adj. Flow (vph)	146	606	460	109	119	158
Shared Lane Traffic (%)						
Lane Group Flow (vph)	146	606	460	109	119	158
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60			60	60	60
Sign Control		Free	Free		Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	43.0%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2026 - Background + Site - PM
12: Spring Hill Road & Access H

Intersection						
Int Delay, s/veh	9.7					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↖	↑	↑	↑	↖	↖
Traffic Vol, veh/h	124	515	391	93	101	134
Future Vol, veh/h	124	515	391	93	101	134
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	265	-	-	265	0	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	146	606	460	109	119	158
Major/Minor						
Major1	Major2		Minor2			
Conflicting Flow All	569	0	-	0	1358	460
Stage 1	-	-	-	-	460	-
Stage 2	-	-	-	-	898	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1003	-	-	-	164	601
Stage 1	-	-	-	-	636	-
Stage 2	-	-	-	-	398	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	1003	-	-	-	140	601
Mov Cap-2 Maneuver	-	-	-	-	140	-
Stage 1	-	-	-	-	543	-
Stage 2	-	-	-	-	398	-
Approach						
EB	WB		SB			
HCM Control Delay, s	1.8		0		51.1	
HCM LOS					F	
Minor Lane/Major Mvmt						
EBL	EBT	WBT	WBR	SBLn1	SBLn2	
Capacity (veh/h)	1003	-	-	-	140	601
HCM Lane V/C Ratio	0.145	-	-	-	0.849	0.262
HCM Control Delay (s)	9.2	-	-	-	101.5	13.1
HCM Lane LOS	A	-	-	-	F	B
HCM 95th %tile Q(veh)	0.5	-	-	-	5.5	1

Synchro™ Output - 2028 Background Traffic

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background - AM
1: Highway 377 & Spring Hill Road

	↖	→	↗	↖	←	↖	↖	↑	↗	↗	↓	↖
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↖↖	↗		↖↖	↗	↖↖↖	↖↖↖	↗	↖↖	↖↖↖	↗
Traffic Volume (vph)	45	226	153	264	201	79	132	392	190	55	500	33
Future Volume (vph)	45	226	153	264	201	79	132	392	190	55	500	33
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		190	0		210	445		445	445		445
Storage Lanes	0		1	0		1	1		1	1		1
Taper Length (ft)	60			100			100			100		
Lane Util. Factor	0.95	0.95	1.00	0.95	0.95	1.00	1.00	0.91	1.00	1.00	0.91	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected		0.992			0.972		0.950			0.950		
Satd. Flow (prot)	0	3511	1583	0	3440	1583	1770	5085	1583	1770	5085	1583
Flt Permitted		0.802			0.676		0.950			0.950		
Satd. Flow (perm)	0	2838	1583	0	2393	1583	1770	5085	1583	1770	5085	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			174			83			216			81
Link Speed (mph)		30			45			55			55	
Link Distance (ft)		751			649			1340			1988	
Travel Time (s)		17.1			9.8			16.6			24.6	
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88
Adj. Flow (vph)	51	257	174	300	228	90	150	445	216	63	568	38
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	308	174	0	528	90	150	445	216	63	568	38
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	D,P+P	NA	Perm	D,P+P	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	4		8	8		4		6				2

2028 - Background - AM High Pointe Ranch TIA 3:13 pm 11/07/2024 2028 - Background - AM
KH

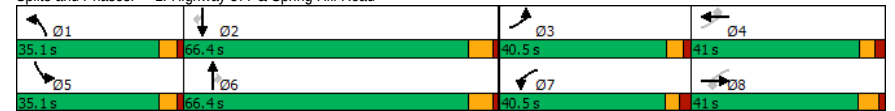
Synchro 11 Report
Page 1

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background - AM
1: Highway 377 & Spring Hill Road

	↖	→	↗	↖	←	↖	↖	↑	↗	↗	↓	↖
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	3	8	8	7	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0	7.0	7.0	10.0	10.0	7.0	10.0	10.0
Minimum Split (s)	12.7	39.0	39.0	12.7	24.6	24.6	12.9	25.4	25.4	12.9	33.4	33.4
Total Split (s)	40.5	41.0	41.0	40.5	41.0	41.0	35.1	66.4	66.4	35.1	66.4	66.4
Total Split (%)	22.1%	22.4%	22.4%	22.1%	22.4%	22.4%	19.2%	36.3%	36.3%	19.2%	36.3%	36.3%
Maximum Green (s)	35.1	35.0	35.0	35.0	35.3	35.3	30.0	60.0	60.0	30.0	60.0	60.0
Yellow Time (s)	3.6	4.3	4.3	3.0	3.2	3.2	3.9	5.0	5.0	3.9	5.0	5.0
All-Red Time (s)	1.8	1.7	1.7	2.5	2.5	2.5	1.2	1.4	1.4	1.2	1.4	1.4
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		6.0	6.0		5.7	5.7	5.1	6.4	6.4	5.1	6.4	6.4
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	1.0	2.0	2.0	1.0	2.0	2.0	1.0	0.5	0.5	1.0	0.5	0.5
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)		8.0	8.0								6.0	6.0
Flash Dont Walk (s)		25.0	25.0								21.0	21.0
Pedestrian Calls (#/hr)		0	0								0	0
Act Effct Green (s)		20.9	20.9		21.2	21.2	10.1	17.8	17.8	7.7	12.2	12.2
Actuated g/C Ratio		0.34	0.34		0.35	0.35	0.16	0.29	0.29	0.13	0.20	0.20
v/c Ratio		0.32	0.27		0.64	0.15	0.51	0.30	0.35	0.28	0.56	0.10
Control Delay		16.2	4.0		21.1	5.2	32.2	19.9	5.5	31.9	25.8	1.8
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		16.2	4.0		21.1	5.2	32.2	19.9	5.5	31.9	25.8	1.8
LOS		B	A		C	A	C	B	A	C	C	A
Approach Delay		11.8			18.8			18.4			25.0	
Approach LOS		B			B			B			C	
Intersection Summary												
Area Type:	Other											
Cycle Length:	183											
Actuated Cycle Length:	61.3											
Natural Cycle:	100											
Control Type:	Actuated-Uncoordinated											
Maximum v/c Ratio:	0.64											
Intersection Signal Delay:	19.0											
Intersection Capacity Utilization	58.5%											
Analysis Period (min)	15											

Splits and Phases: 1: Highway 377 & Spring Hill Road



2028 - Background - AM High Pointe Ranch TIA 3:13 pm 11/07/2024 2028 - Background - AM
KH

Synchro 11 Report
Page 2

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background - AM
2: Neubauer Ranch Road & Spring Hill Road

	→	↗	↖	←	↙	↘
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	240	2	0	360	6	1
Future Volume (vph)	240	2	0	360	6	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		0	0		0	0
Storage Lanes		0	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.999			0.985		
Flt Protected				0.957		
Satd. Flow (prot)	1861	0	0	1863	1756	0
Flt Permitted				0.957		
Satd. Flow (perm)	1861	0	0	1863	1756	0
Link Speed (mph)	45			55	25	
Link Distance (ft)	1688			1187	1301	
Travel Time (s)	25.6			14.7	35.5	
Peak Hour Factor	0.78	0.78	0.78	0.78	0.78	0.78
Adj. Flow (vph)	308	3	0	462	8	1
Shared Lane Traffic (%)						
Lane Group Flow (vph)	311	0	0	462	9	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	10			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	28.9%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background - AM
2: Neubauer Ranch Road & Spring Hill Road

Intersection						
Int Delay, s/veh	0.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↗			↖	↙	
Traffic Vol, veh/h	240	2	0	360	6	1
Future Vol, veh/h	240	2	0	360	6	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	78	78	78	78	78	78
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	308	3	0	462	8	1
Major/Minor						
Major1	Major2		Minor1			
Conflicting Flow All	0	0	311	0	772	310
Stage 1	-	-	-	-	310	-
Stage 2	-	-	-	-	462	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1249	-	368	730
Stage 1	-	-	-	-	744	-
Stage 2	-	-	-	-	634	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1249	-	368	730
Mov Cap-2 Maneuver	-	-	-	-	368	-
Stage 1	-	-	-	-	744	-
Stage 2	-	-	-	-	634	-
Approach						
EB	WB		NB			
HCM Control Delay, s	0		0		14.3	
HCM LOS					B	
Minor Lane/Major Mvmt						
NBLn1	EBT	EBR	WBL	WBT		
Capacity (veh/h)	396	-	-	1249	-	
HCM Lane V/C Ratio	0.023	-	-	-	-	
HCM Control Delay (s)	14.3	-	-	0	-	
HCM Lane LOS	B	-	-	A	-	
HCM 95th %tile Q(veh)	0.1	-	-	0	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background - AM
3: Highway 377 & De Moya Lane

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	11	25	59	446	552	5
Future Volume (vph)	11	25	59	446	552	5
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	0.91	0.91	0.91	0.91
Frt	0.907				0.999	
Flt Protected	0.985			0.994		
Satd. Flow (prot)	1664	0	0	5055	5080	0
Flt Permitted	0.985			0.994		
Satd. Flow (perm)	1664	0	0	5055	5080	0
Link Speed (mph)	20			55	55	
Link Distance (ft)	1128			1988	1399	
Travel Time (s)	38.5			24.6	17.3	
Peak Hour Factor	0.87	0.87	0.87	0.87	0.87	0.87
Adj. Flow (vph)	13	29	68	513	634	6
Shared Lane Traffic (%)						
Lane Group Flow (vph)	42	0	0	581	640	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			0	0	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	33.9%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background - AM
3: Highway 377 & De Moya Lane

Intersection						
Int Delay, s/veh	1.3					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	11	25	59	446	552	5
Future Vol, veh/h	11	25	59	446	552	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	29	68	513	634	6

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	978	320	640	0	-	0
Stage 1	637	-	-	-	-	-
Stage 2	341	-	-	-	-	-
Critical Hdwy	5.74	7.14	5.34	-	-	-
Critical Hdwy Stg 1	6.64	-	-	-	-	-
Critical Hdwy Stg 2	6.04	-	-	-	-	-
Follow-up Hdwy	3.82	3.92	3.12	-	-	-
Pot Cap-1 Maneuver	318	577	582	-	-	-
Stage 1	400	-	-	-	-	-
Stage 2	634	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	266	577	582	-	-	-
Mov Cap-2 Maneuver	266	-	-	-	-	-
Stage 1	335	-	-	-	-	-
Stage 2	634	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	14.4	1.8	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	582	-	425	-	-
HCM Lane V/C Ratio	0.117	-	0.097	-	-
HCM Control Delay (s)	12	0.5	14.4	-	-
HCM Lane LOS	B	A	B	-	-
HCM 95th %tile Q(veh)	0.4	-	0.3	-	-

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background - AM
4: Highway 377 & Blackjack Road

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	5	22	0	32	24	23	1	364	51	41	505	1
Future Volume (vph)	5	22	0	32	24	23	1	364	51	41	505	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		170	0		170	445		0	445		0
Storage Lanes	0		1	0		1	1		0	1		0
Taper Length (ft)	25			25			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.91	0.91	0.91	1.00	0.91	0.91
Frt						0.850		0.982				
Flt Protected		0.990			0.972		0.950			0.950		
Satd. Flow (prot)	0	1844	1863	0	1811	1583	1770	4994	0	1770	5085	0
Flt Permitted		0.990			0.972		0.950			0.950		
Satd. Flow (perm)	0	1844	1863	0	1811	1583	1770	4994	0	1770	5085	0
Link Speed (mph)		45			55		55			55		
Link Distance (ft)		1199			1698		1758			945		
Travel Time (s)		18.2			21.0		21.8			11.7		
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Adj. Flow (vph)	6	25	0	36	27	26	1	409	57	46	567	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	31	0	0	63	26	1	466	0	46	568	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0		12			12		
Link Offset(ft)		0			0		0			0		
Crosswalk Width(ft)		16			16		16			16		
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Stop			Stop			Free			Free	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	32.8%											
ICU Level of Service	A											
Analysis Period (min)	15											

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background - AM
4: Highway 377 & Blackjack Road

Intersection												
Int Delay, s/veh	2.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	5	22	0	32	24	23	1	364	51	41	505	1
Future Vol, veh/h	5	22	0	32	24	23	1	364	51	41	505	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Yield	-	-	Yield	-	-	None	-	-	None
Storage Length	-	-	170	-	-	170	445	-	-	445	-	-
Veh in Median Storage, #	-	0	-	-	0	-	0	-	0	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	6	25	0	36	27	26	1	409	57	46	567	1
Major/Minor												
	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	839	1128	284	771	1100	233	568	0	0	466	0	0
Stage 1	660	660	-	440	440	-	-	-	-	-	-	-
Stage 2	179	468	-	331	660	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	317	203	608	347	211	655	629	-	-	703	-	-
Stage 1	341	458	-	481	576	-	-	-	-	-	-	-
Stage 2	740	560	-	601	458	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	259	189	608	297	197	655	629	-	-	703	-	-
Mov Cap-2 Maneuver	259	189	-	297	197	-	-	-	-	-	-	-
Stage 1	340	428	-	480	575	-	-	-	-	-	-	-
Stage 2	676	559	-	529	428	-	-	-	-	-	-	-
Approach												
	EB		WB		NB		SB					
HCM Control Delay, s	26.3		20.7		0		0.8					
HCM LOS	D		C									
Minor Lane/Major Mvmt												
	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR		
Capacity (veh/h)	629	-	-	199	-	244	655	703	-	-		
HCM Lane V/C Ratio	0.002	-	-	0.152	-	0.258	0.039	0.066	-	-		
HCM Control Delay (s)	10.7	-	-	26.3	0	24.8	10.7	10.5	-	-		
HCM Lane LOS	B	-	-	D	A	C	B	B	-	-		
HCM 95th %tile Q(veh)	0	-	-	0.5	-	1	0.1	0.2	-	-		

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background - PM
1: Highway 377 & Spring Hill Road

	↖	→	↗	↖	←	↖	↖	↑	↗	↗	↓	↖
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↖↖	↗		↖↖	↗	↖↖	↖↖↖	↗	↖	↖↖↖	↗
Traffic Volume (vph)	53	171	141	261	146	77	62	540	208	51	485	38
Future Volume (vph)	53	171	141	261	146	77	62	540	208	51	485	38
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		190	0		210	445		445	445		445
Storage Lanes	0		1	0		1	1		1	1		1
Taper Length (ft)	60			100			100			100		
Lane Util. Factor	0.95	0.95	1.00	0.95	0.95	1.00	1.00	0.91	1.00	1.00	0.91	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected		0.988			0.969		0.950			0.950		
Satd. Flow (prot)	0	3497	1583	0	3429	1583	1770	5085	1583	1770	5085	1583
Flt Permitted		0.770			0.688		0.950			0.950		
Satd. Flow (perm)	0	2725	1583	0	2435	1583	1770	5085	1583	1770	5085	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			155			83			229			81
Link Speed (mph)		30			45			55			55	
Link Distance (ft)		751			649			1340			1988	
Travel Time (s)		17.1			9.8			16.6			24.6	
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	58	188	155	287	160	85	68	593	229	56	533	42
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	246	155	0	447	85	68	593	229	56	533	42
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	D,P+P	NA	Perm	D,P+P	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	4		8	8		4		6				2

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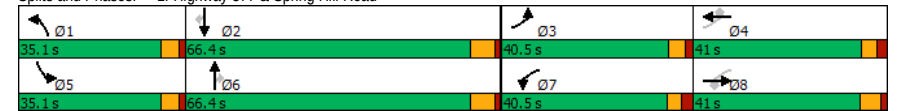
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background - PM
1: Highway 377 & Spring Hill Road

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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	3	8	8	7	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0	7.0	7.0	10.0	10.0	7.0	10.0	10.0
Minimum Split (s)	12.7	39.0	39.0	12.7	24.6	24.6	12.9	25.4	25.4	12.9	33.4	33.4
Total Split (s)	40.5	41.0	41.0	40.5	41.0	41.0	35.1	66.4	66.4	35.1	66.4	66.4
Total Split (%)	22.1%	22.4%	22.4%	22.1%	22.4%	22.4%	19.2%	36.3%	36.3%	19.2%	36.3%	36.3%
Maximum Green (s)	35.1	35.0	35.0	35.0	35.3	35.3	30.0	60.0	60.0	30.0	60.0	60.0
Yellow Time (s)	3.6	4.3	4.3	3.0	3.2	3.2	3.9	5.0	5.0	3.9	5.0	5.0
All-Red Time (s)	1.8	1.7	1.7	2.5	2.5	2.5	1.2	1.4	1.4	1.2	1.4	1.4
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		6.0	6.0		5.7	5.7	5.1	6.4	6.4	5.1	6.4	6.4
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	1.0	2.0	2.0	1.0	2.0	2.0	1.0	0.5	0.5	1.0	0.5	0.5
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)		8.0	8.0								6.0	6.0
Flash Dont Walk (s)		25.0	25.0								21.0	21.0
Pedestrian Calls (#/hr)		0	0								0	0
Act Effct Green (s)		15.5	15.5		15.8	15.8	7.6	13.8	13.8	7.5	11.2	11.2
Actuated g/C Ratio		0.32	0.32		0.32	0.32	0.16	0.28	0.28	0.15	0.23	0.23
v/c Ratio		0.29	0.26		0.57	0.15	0.25	0.41	0.37	0.21	0.46	0.10
Control Delay		14.5	4.2		17.9	4.7	24.2	17.5	5.5	23.9	19.4	2.5
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		14.5	4.2		17.9	4.7	24.2	17.5	5.5	23.9	19.4	2.5
LOS		B	A		B	A	C	B	A	C	B	A
Approach Delay		10.5			15.8			14.9			18.6	
Approach LOS		B			B			B			B	
Intersection Summary												
Area Type:	Other											
Cycle Length:	183											
Actuated Cycle Length:	49											
Natural Cycle:	100											
Control Type:	Actuated-Uncoordinated											
Maximum v/c Ratio:	0.57											
Intersection Signal Delay:	15.3											
Intersection Capacity Utilization	56.3%											
Analysis Period (min)	15											

Splits and Phases: 1: Highway 377 & Spring Hill Road



2028 - Background - PM High Pointe Ranch TIA 3:13 pm 11/07/2024 2028 - Background - PM
KH

Synchro 11 Report
Page 2

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background - PM
2: Neubauer Ranch Road & Spring Hill Road

	→	↗	↖	←	↙	↘
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	383	8	1	317	2	1
Future Volume (vph)	383	8	1	317	2	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		0	0		0	0
Storage Lanes		0	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.997			0.955		
Flt Protected				0.968		
Satd. Flow (prot)	1857	0	0	1863	1722	0
Flt Permitted				0.968		
Satd. Flow (perm)	1857	0	0	1863	1722	0
Link Speed (mph)	45			55	25	
Link Distance (ft)	1688			1187	1301	
Travel Time (s)	25.6			14.7	35.5	
Peak Hour Factor	0.82	0.82	0.82	0.82	0.82	0.82
Adj. Flow (vph)	467	10	1	387	2	1
Shared Lane Traffic (%)						
Lane Group Flow (vph)	477	0	0	388	3	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	10			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	30.6%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background - PM
2: Neubauer Ranch Road & Spring Hill Road

Intersection						
Int Delay, s/veh	0.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	383	8	1	317	2	1
Future Vol, veh/h	383	8	1	317	2	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	82	82	82	82	82	82
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	467	10	1	387	2	1
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	477	0	861	472
Stage 1	-	-	-	-	472	-
Stage 2	-	-	-	-	389	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1085	-	326	592
Stage 1	-	-	-	-	628	-
Stage 2	-	-	-	-	685	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1085	-	326	592
Mov Cap-2 Maneuver	-	-	-	-	326	-
Stage 1	-	-	-	-	628	-
Stage 2	-	-	-	-	684	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0		14.5	
HCM LOS	B					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	383	-	-	1085	-	
HCM Lane V/C Ratio	0.01	-	-	0.001	-	
HCM Control Delay (s)	14.5	-	-	8.3	0	
HCM Lane LOS	B	-	-	A	A	
HCM 95th %tile Q(veh)	0	-	-	0	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background - PM
3: Highway 377 & De Moya Lane

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	17	13	13	639	552	11
Future Volume (vph)	17	13	13	639	552	11
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	0.91	0.91	0.91	0.91
Frt	0.941				0.997	
Flt Protected	0.973			0.999		
Satd. Flow (prot)	1706	0	0	5080	5070	0
Flt Permitted	0.973			0.999		
Satd. Flow (perm)	1706	0	0	5080	5070	0
Link Speed (mph)	20			55	55	
Link Distance (ft)	1128			1988	1399	
Travel Time (s)	38.5			24.6	17.3	
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94
Adj. Flow (vph)	18	14	14	680	587	12
Shared Lane Traffic (%)						
Lane Group Flow (vph)	32	0	0	694	599	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			0	0	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	31.6%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background - PM
3: Highway 377 & De Moya Lane

Intersection						
Int Delay, s/veh	0.5					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	17	13	13	639	552	11
Future Vol, veh/h	17	13	13	639	552	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	18	14	14	680	587	12

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	893	300	599	0	-	0
Stage 1	593	-	-	-	-	-
Stage 2	300	-	-	-	-	-
Critical Hdwy	5.74	7.14	5.34	-	-	-
Critical Hdwy Stg 1	6.64	-	-	-	-	-
Critical Hdwy Stg 2	6.04	-	-	-	-	-
Follow-up Hdwy	3.82	3.92	3.12	-	-	-
Pot Cap-1 Maneuver	351	594	608	-	-	-
Stage 1	425	-	-	-	-	-
Stage 2	665	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	338	594	608	-	-	-
Mov Cap-2 Maneuver	338	-	-	-	-	-
Stage 1	409	-	-	-	-	-
Stage 2	665	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	14.4	0.3	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	608	-	416	-	-
HCM Lane V/C Ratio	0.023	-	0.077	-	-
HCM Control Delay (s)	11.1	0.1	14.4	-	-
HCM Lane LOS	B	A	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.2	-	-

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background - PM
4: Highway 377 & Blackjack Road

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	5	16	1	32	12	20	0	556	39	24	490	1
Future Volume (vph)	5	16	1	32	12	20	0	556	39	24	490	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		170	0		170	445		0	445		0
Storage Lanes	0		1	0		1	1		0	1		0
Taper Length (ft)	25			25			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.91	0.91	0.91	1.00	0.91	0.91
Frt			0.850			0.850		0.990				
Flt Protected		0.989			0.965					0.950		
Satd. Flow (prot)	0	1842	1583	0	1798	1583	1863	5034	0	1770	5085	0
Flt Permitted		0.989			0.965					0.950		
Satd. Flow (perm)	0	1842	1583	0	1798	1583	1863	5034	0	1770	5085	0
Link Speed (mph)		45			55			55			55	
Link Distance (ft)		1199			1698			1758			945	
Travel Time (s)		18.2			21.0			21.8			11.7	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	5	17	1	34	13	21	0	585	41	25	516	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	22	1	0	47	21	0	626	0	25	517	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Stop			Stop			Free			Free	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	34.0%						ICU Level of Service A					
Analysis Period (min)	15											

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background - PM
4: Highway 377 & Blackjack Road

Intersection												
Int Delay, s/veh		1.7										
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	5	16	1	32	12	20	0	556	39	24	490	1
Future Vol, veh/h	5	16	1	32	12	20	0	556	39	24	490	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Yield	-	-	Yield	-	-	None	-	-	None
Storage Length	-	-	170	-	-	170	445	-	-	445	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	5	17	1	34	13	21	0	585	41	25	516	1
Major/Minor	Minor2		Minor1			Major1			Major2			
Conflicting Flow All	808	1193	259	871	1173	313	517	0	0	626	0	0
Stage 1	567	567	-	606	606	-	-	-	-	-	-	-
Stage 2	241	626	-	265	567	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	331	186	631	304	191	583	665	-	-	591	-	-
Stage 1	395	505	-	371	485	-	-	-	-	-	-	-
Stage 2	680	475	-	658	505	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	293	178	631	273	183	583	665	-	-	591	-	-
Mov Cap-2 Maneuver	293	178	-	273	183	-	-	-	-	-	-	-
Stage 1	395	484	-	371	485	-	-	-	-	-	-	-
Stage 2	638	475	-	607	484	-	-	-	-	-	-	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	25			19.7			0			0.5		
HCM LOS	D			C								
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR		
Capacity (veh/h)	665	-	-	196	631	241	583	591	-	-		
HCM Lane V/C Ratio	-	-	-	0.113	0.002	0.192	0.036	0.043	-	-		
HCM Control Delay (s)	0	-	-	25.7	10.7	23.5	11.4	11.4	-	-		
HCM Lane LOS	A	-	-	D	B	C	B	B	-	-		
HCM 95th %tile Q(veh)	0	-	-	0.4	0	0.7	0.1	0.1	-	-		

**Synchro™ Output - 2028 Background Plus 2028 Full
Buildout Scenario Site Traffic**

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - AM
1: Highway 377 & Spring Hill Road

	↖	→	↗	↖	←	↖	↖	↑	↗	↗	↓	↖
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↖↖	↗		↖↖	↗	↖	↖↖↖	↗	↖	↖↖↖	↗
Traffic Volume (vph)	105	258	163	363	242	106	140	590	254	66	861	146
Future Volume (vph)	105	258	163	363	242	106	140	590	254	66	861	146
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		190	0		210	445		445	445		445
Storage Lanes	0		1	0		1	1		1	1		1
Taper Length (ft)	60			100			100			100		
Lane Util. Factor	0.95	0.95	1.00	0.95	0.95	1.00	1.00	0.91	1.00	1.00	0.91	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected		0.986			0.971		0.950			0.950		
Satd. Flow (prot)	0	3490	1583	0	3437	1583	1770	5085	1583	1770	5085	1583
Flt Permitted		0.589			0.623		0.950			0.950		
Satd. Flow (perm)	0	2085	1583	0	2205	1583	1770	5085	1583	1770	5085	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			178			83			289			166
Link Speed (mph)		30			45			55				55
Link Distance (ft)		751			649			1340				1988
Travel Time (s)		17.1			9.8			16.6				24.6
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88
Adj. Flow (vph)	119	293	185	413	275	120	159	670	289	75	978	166
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	412	185	0	688	120	159	670	289	75	978	166
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)	0			0			12			12		
Link Offset(ft)	0			0			0			0		
Crosswalk Width(ft)	16			16			16			16		
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	D,P+P	NA	Perm	D,P+P	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	4		8	8		4		6		6		2

11/21/2024
Kimley-Horn

Synchro 11 Report
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - AM
1: Highway 377 & Spring Hill Road

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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	3	8	8	7	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0	7.0	7.0	10.0	10.0	7.0	10.0	10.0
Minimum Split (s)	12.7	39.0	39.0	12.7	24.6	24.6	12.9	25.4	25.4	12.9	33.4	33.4
Total Split (s)	40.5	41.0	41.0	40.5	41.0	41.0	35.1	66.4	66.4	35.1	66.4	66.4
Total Split (%)	22.1%	22.4%	22.4%	22.1%	22.4%	22.4%	19.2%	36.3%	36.3%	19.2%	36.3%	36.3%
Maximum Green (s)	35.1	35.0	35.0	35.0	35.3	35.3	30.0	60.0	60.0	30.0	60.0	60.0
Yellow Time (s)	3.6	4.3	4.3	3.0	3.2	3.2	3.9	5.0	5.0	3.9	5.0	5.0
All-Red Time (s)	1.8	1.7	1.7	2.5	2.5	2.5	1.2	1.4	1.4	1.2	1.4	1.4
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		6.0	6.0		5.7	5.7	5.1	6.4	6.4	5.1	6.4	6.4
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	1.0	2.0	2.0	1.0	2.0	2.0	1.0	0.5	0.5	1.0	0.5	0.5
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)		8.0	8.0								6.0	6.0
Flash Dont Walk (s)		25.0	25.0								21.0	21.0
Pedestrian Calls (#/hr)		0	0								0	0
Act Effct Green (s)	31.7	31.7		32.0	32.0		12.2	27.6	27.6	8.4	20.7	20.7
Actuated g/C Ratio	0.38	0.38		0.39	0.39		0.15	0.33	0.33	0.10	0.25	0.25
v/c Ratio	0.51	0.26		1.16dl	0.18		0.61	0.39	0.40	0.41	0.77	0.32
Control Delay	23.3	4.7		32.3	8.3		45.2	23.4	4.8	45.3	33.9	6.4
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	23.3	4.7		32.3	8.3		45.2	23.4	4.8	45.3	33.9	6.4
LOS	C	A		C	A		D	C	A	D	C	A
Approach Delay	17.6			28.8			21.7			30.8		
Approach LOS	B			C			C			C		

Intersection Summary

Area Type: Other

Cycle Length: 183

Actuated Cycle Length: 82.4

Natural Cycle: 100

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.80

Intersection Signal Delay: 25.5

Intersection LOS: C

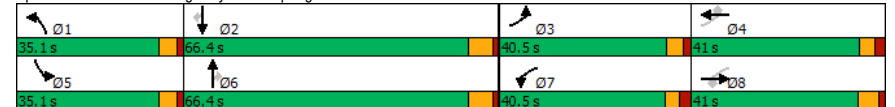
Intersection Capacity Utilization 74.0%

ICU Level of Service D

Analysis Period (min) 15

dl Defacto Left Lane. Recode with 1 though lane as a left lane.

Splits and Phases: 1: Highway 377 & Spring Hill Road



11/21/2024
Kimley-Horn

Synchro 11 Report
Page 2

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - AM
2: Neubauer Ranch Road/Access B & Spring Hill Road

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	28	282	3	0	436	2	6	0	1	6	0	83
Future Volume (vph)	28	282	3	0	436	2	6	0	1	6	0	83
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	250		0	0		0	0		0	0		0
Storage Lanes	1		0	0		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.998			0.999			0.985			0.874	
Flt Protected	0.950							0.957			0.997	
Satd. Flow (prot)	1770	1859	0	0	1861	0	0	1756	0	0	1623	0
Flt Permitted	0.950							0.957			0.997	
Satd. Flow (perm)	1770	1859	0	0	1861	0	0	1756	0	0	1623	0
Link Speed (mph)		45			55			25			30	
Link Distance (ft)		978			1187			1301			713	
Travel Time (s)		14.8			14.7			35.5			16.2	
Peak Hour Factor	0.78	0.78	0.78	0.78	0.78	0.78	0.78	0.78	0.78	0.78	0.78	0.78
Adj. Flow (vph)	36	362	4	0	559	3	8	0	1	8	0	106
Shared Lane Traffic (%)												
Lane Group Flow (vph)	36	366	0	0	562	0	0	9	0	0	114	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		10			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	35.3%											
Analysis Period (min)	15											
ICU Level of Service A												

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - AM
2: Neubauer Ranch Road/Access B & Spring Hill Road

Intersection												
Int Delay, s/veh	2.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	28	282	3	0	436	2	6	0	1	6	0	83
Future Vol, veh/h	28	282	3	0	436	2	6	0	1	6	0	83
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	250	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	78	78	78	78	78	78	78	78	78	78	78	78
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	36	362	4	0	559	3	8	0	1	8	0	106
Major/Minor	Major1	Major2				Minor1			Minor2			
Conflicting Flow All	562	0	0	366	0	0	1050	998	364	998	999	561
Stage 1	-	-	-	-	-	-	436	436	-	561	561	-
Stage 2	-	-	-	-	-	-	614	562	-	437	438	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1009	-	-	1193	-	-	205	244	681	223	243	527
Stage 1	-	-	-	-	-	-	599	580	-	512	510	-
Stage 2	-	-	-	-	-	-	479	510	-	598	579	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1009	-	-	1193	-	-	159	235	681	217	234	527
Mov Cap-2 Maneuver	-	-	-	-	-	-	159	235	-	217	234	-
Stage 1	-	-	-	-	-	-	577	559	-	494	510	-
Stage 2	-	-	-	-	-	-	382	510	-	576	558	-
Approach	EB	WB				NB			SB			
HCM Control Delay, s	0.8	0				26.2			14.8			
HCM LOS					D			B				
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	179	1009	-	-	1193	-	-	481				
HCM Lane V/C Ratio	0.05	0.036	-	-	-	-	-	0.237				
HCM Control Delay (s)	26.2	8.7	-	-	0	-	-	14.8				
HCM Lane LOS	D	A	-	-	A	-	-	B				
HCM 95th %tile Q(veh)	0.2	0.1	-	-	0	-	-	0.9				

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - AM
3: Highway 377 & De Moya Lane/Access G

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔	↔		↔↔↔	↔	↔	↔↔↔	
Traffic Volume (vph)	11	0	27	48	0	30	62	648	79	50	987	5
Future Volume (vph)	11	0	27	48	0	30	62	648	79	50	987	5
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	0		0	0		505	505		0
Storage Lanes	0		0	0		1	0		1	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.91	0.91	1.00	1.00	0.91	0.91
Frt		0.905				0.850			0.850		0.999	
Flt Protected		0.985			0.950			0.996		0.950		
Satd. Flow (prot)	0	1660	0	0	1770	1583	0	5065	1583	1770	5080	0
Flt Permitted		0.985			0.950			0.996		0.950		
Satd. Flow (perm)	0	1660	0	0	1770	1583	0	5065	1583	1770	5080	0
Link Speed (mph)		20			30			55			55	
Link Distance (ft)		1128			830			1988			1399	
Travel Time (s)		38.5			18.9			24.6			17.3	
Peak Hour Factor	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87
Adj. Flow (vph)	13	0	31	55	0	34	71	745	91	57	1134	6
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	44	0	0	55	34	0	816	91	57	1140	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			0			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	60		60	15		60	60		9
Sign Control		Stop			Stop			Free			Free	

Intersection Summary

Area Type: Other

Control Type: Unsignalized

Intersection Capacity Utilization 51.9%

ICU Level of Service A

Analysis Period (min) 15

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - AM
3: Highway 377 & De Moya Lane/Access G

Intersection

Int Delay, s/veh 5.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔	↔		↔↔↔	↔	↔	↔↔↔	
Traffic Vol, veh/h	11	0	27	48	0	30	62	648	79	50	987	5
Future Vol, veh/h	11	0	27	48	0	30	62	648	79	50	987	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	0	-	-	-	505	505	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	87	87	87	87	87	87	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	13	0	31	55	0	34	71	745	91	57	1134	6

Major/Minor	Minor2	Minor1	Major1	Major2
Conflicting Flow All	1691	2229	570	1455
Stage 1	1251	1251	-	887
Stage 2	440	978	-	568
Critical Hdwy	6.44	6.54	7.14	6.44
Critical Hdwy Stg 1	7.34	5.54	-	7.34
Critical Hdwy Stg 2	6.74	5.54	-	6.74
Follow-up Hdwy	3.82	4.02	3.92	3.82
Pot Cap-1 Maneuver	98	42	398	137
Stage 1	133	242	-	238
Stage 2	518	327	-	433
Platoon blocked, %				
Mov Cap-1 Maneuver	57	22	398	79
Mov Cap-2 Maneuver	57	22	-	79
Stage 1	79	212	-	142
Stage 2	289	195	-	351

Approach	EB	WB	NB	SB
HCM Control Delay, s	39.9	78.7	3	0.7
HCM LOS	E	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1WBLn2	SBL	SBT	SBR
Capacity (veh/h)	335	-	-	146	79	533	469
HCM Lane V/C Ratio	0.213	-	-	0.299	0.698	0.065	0.123
HCM Control Delay (s)	18.6	1.9	-	39.9	120.3	12.2	13.7
HCM Lane LOS	C	A	-	E	F	B	B
HCM 95th %tile Q(veh)	0.8	-	-	1.2	3.3	0.2	0.4

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - AM
4: Highway 377 & Blackjack Road

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	5	23	0	242	25	135	1	505	126	86	621	1
Future Volume (vph)	5	23	0	242	25	135	1	505	126	86	621	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		170	0		170	445		0	445		0
Storage Lanes	0		1	0		1	1		0	1		0
Taper Length (ft)	25			25			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.91	0.91	0.91	1.00	0.91	0.91
Frt						0.850		0.970				
Flt Protected		0.991			0.957		0.950			0.950		
Satd. Flow (prot)	0	1846	1863	0	1783	1583	1770	4933	0	1770	5085	0
Flt Permitted		0.991			0.957		0.950			0.950		
Satd. Flow (perm)	0	1846	1863	0	1783	1583	1770	4933	0	1770	5085	0
Link Speed (mph)		45			55		55			55		
Link Distance (ft)		1199			1698		1758			945		
Travel Time (s)		18.2			21.0		21.8			11.7		
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Adj. Flow (vph)	6	26	0	272	28	152	1	567	142	97	698	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	32	0	0	300	152	1	709	0	97	699	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0		12			12		
Link Offset(ft)		0			0		0			0		
Crosswalk Width(ft)		16			16		16			16		
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Stop			Stop			Free			Free	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	48.7%											
Analysis Period (min)	15											
ICU Level of Service A												

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - AM
4: Highway 377 & Blackjack Road

Intersection												
Int Delay, s/veh	96.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	5	23	0	242	25	135	1	505	126	86	621	1
Future Vol, veh/h	5	23	0	242	25	135	1	505	126	86	621	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Yield	-	-	Yield	-	-	None	-	-	None
Storage Length	-	-	170	-	-	170	445	-	-	445	-	-
Veh in Median Storage, #	-	0	-	-	0	-	0	-	0	-	0	-
Grade, %	-	0	-	-	0	-	0	-	0	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	6	26	0	272	28	152	1	567	142	97	698	1
Major/Minor												
	Minor2	Minor1		Major1		Major2						
Conflicting Flow All	1136	1604	350	1126	1533	355	699	0	0	709	0	0
Stage 1	893	893	-	640	640	-	-	-	-	-	-	-
Stage 2	243	711	-	486	893	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	213	104	552	~ 215	115	548	545	-	-	540	-	-
Stage 1	236	358	-	352	468	-	-	-	-	-	-	-
Stage 2	678	434	-	486	358	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	103	85	552	~ 143	94	548	545	-	-	540	-	-
Mov Cap-2 Maneuver	103	85	-	~ 143	94	-	-	-	-	-	-	-
Stage 1	236	294	-	351	467	-	-	-	-	-	-	-
Stage 2	460	433	-	364	294	-	-	-	-	-	-	-
Approach												
	EB	WB		NB		SB						
HCM Control Delay, s	67.1	\$ 415.8		0		1.6						
HCM LOS	F	F										
Minor Lane/Major Mvmt												
	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR		
Capacity (veh/h)	545	-	-	88	-	136	548	540	-	-		
HCM Lane V/C Ratio	0.002	-	-	0.358	-	2.206	0.277	0.179	-	-		
HCM Control Delay (s)	11.6	-	-	67.1	\$ 618.9	14.1	13.1	-	-	-		
HCM Lane LOS	B	-	-	F	A	F	B	B	-	-		
HCM 95th %tile Q(veh)	0	-	-	1.4	-	25	1.1	0.6	-	-		
Notes												
~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon												

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - AM
5: Spring Hill Road & Access A

						
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	10	279	409	9	27	29
Future Volume (vph)	10	279	409	9	27	29
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	250			0	0	0
Storage Lanes	1			0	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.997		0.930	
Flt Protected	0.950				0.976	
Satd. Flow (prot)	1770	1863	1857	0	1691	0
Flt Permitted	0.950				0.976	
Satd. Flow (perm)	1770	1863	1857	0	1691	0
Link Speed (mph)		30	30		30	
Link Distance (ft)		1187	1044		549	
Travel Time (s)		27.0	23.7		12.5	
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67
Adj. Flow (vph)	15	416	610	13	40	43
Shared Lane Traffic (%)						
Lane Group Flow (vph)	15	416	623	0	83	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	32.1%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - AM
5: Spring Hill Road & Access A

Intersection						
Int Delay, s/veh	1.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	10	279	409	9	27	29
Future Vol, veh/h	10	279	409	9	27	29
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	250				0	
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	67	67	67	67	67	67
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	15	416	610	13	40	43
Major/Minor						
Major1	Major2		Minor2			
Conflicting Flow All	623	0	-	0	1063	617
Stage 1	-	-	-	-	617	-
Stage 2	-	-	-	-	446	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	958	-	-	-	247	490
Stage 1	-	-	-	-	538	-
Stage 2	-	-	-	-	645	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	958	-	-	-	243	490
Mov Cap-2 Maneuver	-	-	-	-	243	-
Stage 1	-	-	-	-	529	-
Stage 2	-	-	-	-	645	-
Approach						
EB	WB		SB			
HCM Control Delay, s	0.3		0		19.6	
HCM LOS					C	
Minor Lane/Major Mvmt						
EBL	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	958	-	-	-	329	
HCM Lane V/C Ratio	0.016	-	-	-	0.254	
HCM Control Delay (s)	8.8	-	-	-	19.6	
HCM Lane LOS	A	-	-	-	C	
HCM 95th %tile Q(veh)	0	-	-	-	1	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - AM
6: Highway 377 & Access C

						
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations			  			  
Traffic Volume (vph)	171	63	589	58	21	869
Future Volume (vph)	171	63	589	58	21	869
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	0		345	415	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				100	
Lane Util. Factor	1.00	1.00	0.91	1.00	1.00	0.91
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	5085	1583	1770	5085
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	1770	1583	5085	1583	1770	5085
Link Speed (mph)	30		55			55
Link Distance (ft)	836		1399			1758
Travel Time (s)	19.0		17.3			21.8
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67
Adj. Flow (vph)	255	94	879	87	31	1297
Shared Lane Traffic (%)						
Lane Group Flow (vph)	255	94	879	87	31	1297
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	33.6%			ICU Level of Service A		
Analysis Period (min)	15					

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Synchro 11 Report
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High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - AM
6: Highway 377 & Access C

Intersection						
Int Delay, s/veh	31.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations			  		  	
Traffic Vol, veh/h	171	63	589	58	21	869
Future Vol, veh/h	171	63	589	58	21	869
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	345	415	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	67	67	67	67	67	67
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	255	94	879	87	31	1297
Major/Minor						
Conflicting Flow All	1460	440	0	0	966	0
Stage 1	879	-	-	-	-	-
Stage 2	581	-	-	-	-	-
Critical Hdwy	5.74	7.14	-	-	5.34	-
Critical Hdwy Stg 1	6.64	-	-	-	-	-
Critical Hdwy Stg 2	6.04	-	-	-	-	-
Follow-up Hdwy	3.82	3.92	-	-	3.12	-
Pot Cap-1 Maneuver	~ 181	483	-	-	406	-
Stage 1	286	-	-	-	-	-
Stage 2	476	-	-	-	-	-
Platoon blocked, %			-	-	-	-
Mov Cap-1 Maneuver	~ 167	483	-	-	406	-
Mov Cap-2 Maneuver	~ 167	-	-	-	-	-
Stage 1	286	-	-	-	-	-
Stage 2	440	-	-	-	-	-
Approach						
	WB	NB	SB			
HCM Control Delay, s	234.5	0	0.3			
HCM LOS	F					
Minor Lane/Major Mvmt						
	NBT	NBRWBLn1WBLn2	SBL	SBT		
Capacity (veh/h)	-	- 167	483	406	-	
HCM Lane V/C Ratio	-	- 1.528	0.195	0.077	-	
HCM Control Delay (s)	-	- 315.6	14.2	14.6	-	
HCM Lane LOS	-	- F	B	B	-	
HCM 95th %tile Q(veh)	-	- 16.7	0.7	0.2	-	
Notes						
~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon						

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Synchro 11 Report
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - AM
7: Access D & Blackjack Road

	→	↗	↖	←	↙	↘
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑		↑	↑	
Traffic Volume (vph)	183	35	8	110	103	26
Future Volume (vph)	183	35	8	110	103	26
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		250	0		0	0
Storage Lanes		1	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850			0.973	
Flt Protected				0.997	0.962	
Satd. Flow (prot)	1863	1583	0	1857	1744	0
Flt Permitted				0.997	0.962	
Satd. Flow (perm)	1863	1583	0	1857	1744	0
Link Speed (mph)	30			55	30	
Link Distance (ft)	1257			1497	515	
Travel Time (s)	28.6			18.6	11.7	
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67
Adj. Flow (vph)	273	52	12	164	154	39
Shared Lane Traffic (%)						
Lane Group Flow (vph)	273	52	0	176	193	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization 26.3%	ICU Level of Service A					
Analysis Period (min) 15						

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - AM
7: Access D & Blackjack Road

Intersection						
Int Delay, s/veh	4					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑		↑	↑	
Traffic Vol, veh/h	183	35	8	110	103	26
Future Vol, veh/h	183	35	8	110	103	26
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	250	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	67	67	67	67	67	67
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	273	52	12	164	154	39
Major/Minor						
Major1	Major2		Minor1			
Conflicting Flow All	0	0	325	0	461	273
Stage 1	-	-	-	-	273	-
Stage 2	-	-	-	-	188	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1235	-	559	766
Stage 1	-	-	-	-	773	-
Stage 2	-	-	-	-	844	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1235	-	553	766
Mov Cap-2 Maneuver	-	-	-	-	553	-
Stage 1	-	-	-	-	773	-
Stage 2	-	-	-	-	835	-
Approach						
EB	WB		NB			
HCM Control Delay, s	0	0.5			14.1	
HCM LOS					B	
Minor Lane/Major Mvmt						
NBLn1	EBT	EBR	WBL	WBT		
Capacity (veh/h)	586	-	-	1235	-	-
HCM Lane V/C Ratio	0.329	-	-	0.01	-	-
HCM Control Delay (s)	14.1	-	-	7.9	0	
HCM Lane LOS	B	-	-	A	A	
HCM 95th %tile Q(veh)	1.4	-	-	0	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - AM
8: Access E & Blackjack Road

	→	↗	↖	←	↙	↘
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗		↖	↘	
Traffic Volume (vph)	200	31	6	207	91	18
Future Volume (vph)	200	31	6	207	91	18
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		250	0		0	0
Storage Lanes		1	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850			0.978	
Flt Protected				0.999	0.960	
Satd. Flow (prot)	1863	1583	0	1861	1749	0
Flt Permitted				0.999	0.960	
Satd. Flow (perm)	1863	1583	0	1861	1749	0
Link Speed (mph)	30			55	30	
Link Distance (ft)	1589			1257	402	
Travel Time (s)	36.1			15.6	9.1	
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67
Adj. Flow (vph)	299	46	9	309	136	27
Shared Lane Traffic (%)						
Lane Group Flow (vph)	299	46	0	318	163	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	28.5%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - AM
8: Access E & Blackjack Road

Intersection						
Int Delay, s/veh	3.3					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑		↑	↑	
Traffic Vol, veh/h	200	31	6	207	91	18
Future Vol, veh/h	200	31	6	207	91	18
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	250	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	67	67	67	67	67	67
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	299	46	9	309	136	27
Major/Minor						
Major1	Major2		Minor1			
Conflicting Flow All	0	0	345	0	626	299
Stage 1	-	-	-	-	299	-
Stage 2	-	-	-	-	327	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1214	-	448	741
Stage 1	-	-	-	-	752	-
Stage 2	-	-	-	-	731	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1214	-	444	741
Mov Cap-2 Maneuver	-	-	-	-	444	-
Stage 1	-	-	-	-	752	-
Stage 2	-	-	-	-	724	-
Approach						
EB	WB		NB			
HCM Control Delay, s	0	0.2	16.5			
HCM LOS			C			
Minor Lane/Major Mvmt						
NBLn1	EBT	EBR	WBL	WBT		
Capacity (veh/h)	475	-	-	1214	-	-
HCM Lane V/C Ratio	0.342	-	-	0.007	-	-
HCM Control Delay (s)	16.5	-	-	8	0	
HCM Lane LOS	C	-	-	A	A	
HCM 95th %tile Q(veh)	1.5	-	-	0	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - AM
9: Access F & Blackjack Road

	→	↗	↖	←	↙	↘
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗		↖	↘	
Traffic Volume (vph)	191	39	14	284	116	40
Future Volume (vph)	191	39	14	284	116	40
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		250	0		0	0
Storage Lanes		1	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850			0.965	
Flt Protected				0.998	0.964	
Satd. Flow (prot)	1863	1583	0	1859	1733	0
Flt Permitted				0.998	0.964	
Satd. Flow (perm)	1863	1583	0	1859	1733	0
Link Speed (mph)	30			55	30	
Link Distance (ft)	1698			1589	493	
Travel Time (s)	38.6			19.7	11.2	
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67
Adj. Flow (vph)	285	58	21	424	173	60
Shared Lane Traffic (%)						
Lane Group Flow (vph)	285	58	0	445	233	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	41.9%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - AM
9: Access F & Blackjack Road

Intersection						
Int Delay, s/veh	5.5					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑		↑	↑	
Traffic Vol, veh/h	191	39	14	284	116	40
Future Vol, veh/h	191	39	14	284	116	40
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	250	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	67	67	67	67	67	67
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	285	58	21	424	173	60
Major/Minor						
Major1	Major2		Minor1			
Conflicting Flow All	0	0	343	0	751	285
Stage 1	-	-	-	-	285	-
Stage 2	-	-	-	-	466	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1216	-	378	754
Stage 1	-	-	-	-	763	-
Stage 2	-	-	-	-	632	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1216	-	369	754
Mov Cap-2 Maneuver	-	-	-	-	369	-
Stage 1	-	-	-	-	763	-
Stage 2	-	-	-	-	617	-
Approach						
EB	WB		NB			
HCM Control Delay, s	0	0.4			23.3	
HCM LOS					C	
Minor Lane/Major Mvmt						
NBLn1	EBT	EBR	WBL	WBT		
Capacity (veh/h)	425	-	-	1216	-	
HCM Lane V/C Ratio	0.548	-	-	0.017	-	
HCM Control Delay (s)	23.3	-	-	8	0	
HCM Lane LOS	C	-	-	A	A	
HCM 95th %tile Q(veh)	3.2	-	-	0.1	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - AM
12: Spring Hill Road & Access H

						
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	40	493	755	30	18	24
Future Volume (vph)	40	493	755	30	18	24
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	265			265	0	0
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1863	1863	1583	1770	1583
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	1770	1863	1863	1583	1770	1583
Link Speed (mph)		30	30		30	
Link Distance (ft)		710	978		621	
Travel Time (s)		16.1	22.2		14.1	
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67
Adj. Flow (vph)	60	736	1127	45	27	36
Shared Lane Traffic (%)						
Lane Group Flow (vph)	60	736	1127	45	27	36
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60			60	60	60
Sign Control		Free	Free		Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	49.7%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - AM
12: Spring Hill Road & Access H

Intersection						
Int Delay, s/veh	2.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↗	↑	↑	↗	↗	↗
Traffic Vol, veh/h	40	493	755	30	18	24
Future Vol, veh/h	40	493	755	30	18	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	265			265	0	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	67	67	67	67	67	67
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	60	736	1127	45	27	36
Major/Minor						
Major1	Major2		Minor2			
Conflicting Flow All	1172	0	-	0	1983	1127
Stage 1	-	-	-	-	1127	-
Stage 2	-	-	-	-	856	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	596	-	-	-	67	249
Stage 1	-	-	-	-	309	-
Stage 2	-	-	-	-	416	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	596	-	-	-	60	249
Mov Cap-2 Maneuver	-	-	-	-	60	-
Stage 1	-	-	-	-	278	-
Stage 2	-	-	-	-	416	-
Approach						
EB	WB		SB			
HCM Control Delay, s	0.9		0		58.2	
HCM LOS					F	
Minor Lane/Major Mvmt						
EBL	EBT	WBT	WBR	SBLn1	SBLn2	
Capacity (veh/h)	596	-	-	-	60	249
HCM Lane V/C Ratio	0.1	-	-	-	0.448	0.144
HCM Control Delay (s)	11.7	-	-	-	106.7	21.9
HCM Lane LOS	B	-	-	-	F	C
HCM 95th %tile Q(veh)	0.3	-	-	-	1.7	0.5

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - PM
1: Highway 377 & Spring Hill Road

	↖	→	↗	↖	←	↖	↖	↑	↗	↗	↓	↖
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↖↖	↗		↖↖	↗	↖↖↖	↖↖↖	↗	↖↖	↖↖↖	↗
Traffic Volume (vph)	238	237	150	423	204	97	66	1098	388	80	943	183
Future Volume (vph)	238	237	150	423	204	97	66	1098	388	80	943	183
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		190	0		210	445		445	445		445
Storage Lanes	0		1	0		1	1		1	1		1
Taper Length (ft)	60			100			100			100		
Lane Util. Factor	0.95	0.95	1.00	0.95	0.95	1.00	1.00	0.91	1.00	1.00	0.91	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected		0.976			0.967		0.950			0.950		
Satd. Flow (prot)	0	3454	1583	0	3422	1583	1770	5085	1583	1770	5085	1583
Flt Permitted		0.545			0.571		0.950			0.950		
Satd. Flow (perm)	0	1929	1583	0	2021	1583	1770	5085	1583	1770	5085	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			126			83			426			201
Link Speed (mph)		30			45			55			55	
Link Distance (ft)		751			649			1340			1988	
Travel Time (s)		17.1			9.8			16.6			24.6	
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	262	260	165	465	224	107	73	1207	426	88	1036	201
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	522	165	0	689	107	73	1207	426	88	1036	201
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)	0			0			12			12		
Link Offset(ft)	0			0			0			0		
Crosswalk Width(ft)	16			16			16			16		
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	D,P+P	NA	Perm	D,P+P	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	4		8	8		4		6				2

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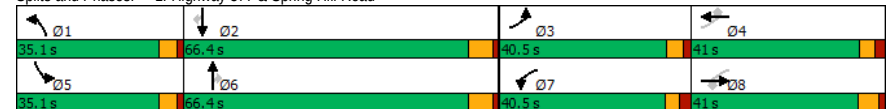
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - PM
1: Highway 377 & Spring Hill Road

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	3	8	8	7	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0	7.0	7.0	10.0	10.0	7.0	10.0	10.0
Minimum Split (s)	12.7	39.0	39.0	12.7	24.6	24.6	12.9	25.4	25.4	12.9	33.4	33.4
Total Split (s)	40.5	41.0	41.0	40.5	41.0	41.0	35.1	66.4	66.4	35.1	66.4	66.4
Total Split (%)	22.1%	22.4%	22.4%	22.1%	22.4%	22.4%	19.2%	36.3%	36.3%	19.2%	36.3%	36.3%
Maximum Green (s)	35.1	35.0	35.0	35.0	35.3	35.3	30.0	60.0	60.0	30.0	60.0	60.0
Yellow Time (s)	3.6	4.3	4.3	3.0	3.2	3.2	3.9	5.0	5.0	3.9	5.0	5.0
All-Red Time (s)	1.8	1.7	1.7	2.5	2.5	2.5	1.2	1.4	1.4	1.2	1.4	1.4
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		6.0	6.0		5.7	5.7	5.1	6.4	6.4	5.1	6.4	6.4
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	1.0	2.0	2.0	1.0	2.0	2.0	1.0	0.5	0.5	1.0	0.5	0.5
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)		8.0	8.0								6.0	6.0
Flash Dont Walk (s)		25.0	25.0								21.0	21.0
Pedestrian Calls (#/hr)		0	0								0	0
Act Effct Green (s)	33.1	33.1		33.4	33.4	33.4	8.4	24.6	24.6	9.0	28.2	28.2
Actuated g/C Ratio	0.39	0.39		0.40	0.40	0.40	0.10	0.29	0.29	0.11	0.33	0.33
v/c Ratio	1.19dl	0.24		1.54dl	0.16	0.41	0.81	0.56	0.47	0.61	0.30	0.30
Control Delay	28.3	7.1		37.6	7.4	45.7	33.2	5.7	46.1	26.7	4.8	4.8
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	28.3	7.1		37.6	7.4	45.7	33.2	5.7	46.1	26.7	4.8	4.8
LOS	C	A		D	A	D	C	A	D	C	A	A
Approach Delay	23.3			33.5			26.9			24.7		
Approach LOS	C			C			C			C		
Intersection Summary												
Area Type:	Other											
Cycle Length:	183											
Actuated Cycle Length:	84.5											
Natural Cycle:	100											
Control Type:	Actuated-Uncoordinated											
Maximum v/c Ratio:	0.86											
Intersection Signal Delay:	26.9											
Intersection Capacity Utilization:	83.3%											
Analysis Period (min)	15											

Splits and Phases: 1: Highway 377 & Spring Hill Road



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Synchro 11 Report
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - PM
2: Neubauer Ranch Road/Access B & Spring Hill Road

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	96	536	9	1	446	7	3	0	1	4	0	56
Future Volume (vph)	96	536	9	1	446	7	3	0	1	4	0	56
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	250		0	0		0	0		0	0		0
Storage Lanes	1		0	0		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.998			0.998			0.973			0.874	
Flt Protected	0.950							0.962			0.997	
Satd. Flow (prot)	1770	1859	0	0	1859	0	0	1744	0	0	1623	0
Flt Permitted	0.950							0.962			0.997	
Satd. Flow (perm)	1770	1859	0	0	1859	0	0	1744	0	0	1623	0
Link Speed (mph)		45			55			25			30	
Link Distance (ft)		978			1187			1301			713	
Travel Time (s)		14.8			14.7			35.5			16.2	
Peak Hour Factor	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82
Adj. Flow (vph)	117	654	11	1	544	9	4	0	1	5	0	68
Shared Lane Traffic (%)												
Lane Group Flow (vph)	117	665	0	0	554	0	0	5	0	0	73	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		10			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary		
Area Type:	Other	
Control Type:	Unsignalized	
Intersection Capacity Utilization	66.3%	ICU Level of Service C
Analysis Period (min)	15	

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - PM
2: Neubauer Ranch Road/Access B & Spring Hill Road

Intersection												
Int Delay, s/veh	1.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	96	536	9	1	446	7	3	0	1	4	0	56
Future Vol, veh/h	96	536	9	1	446	7	3	0	1	4	0	56
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	250	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	82	82	82	82	82	82	82	82	82	82	82	82
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	117	654	11	1	544	9	4	0	1	5	0	68

Major/Minor	Major1	Major2	Minor1	Minor2
Conflicting Flow All	553	0	0	665
Stage 1	-	-	-	-
Stage 2	-	-	-	-
Critical Hdwy	4.12	-	-	4.12
Critical Hdwy Stg 1	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-
Follow-up Hdwy	2.218	-	-	2.218
Pot Cap-1 Maneuver	1017	-	-	924
Stage 1	-	-	-	-
Stage 2	-	-	-	-
Platoon blocked, %	-	-	-	-
Mov Cap-1 Maneuver	1017	-	-	924
Mov Cap-2 Maneuver	-	-	-	-
Stage 1	-	-	-	-
Stage 2	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	1.3		0		41.3		15.5	
HCM LOS					E		C	
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	104	1017	-	-	924	-	-	415
HCM Lane V/C Ratio	0.047	0.115	-	-	0.001	-	-	0.176
HCM Control Delay (s)	41.3	9	-	-	8.9	0	-	15.5
HCM Lane LOS	E	A	-	-	A	A	-	C
HCM 95th %tile Q(veh)	0.1	0.4	-	-	0	-	-	0.6

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - PM
3: Highway 377 & De Moya Lane/Access G

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔	↔		↔↔↔	↔	↔	↔↔↔	
Traffic Volume (vph)	18	0	14	268	0	168	14	1238	248	155	914	11
Future Volume (vph)	18	0	14	268	0	168	14	1238	248	155	914	11
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	0		0	0		505	505		0
Storage Lanes	0		0	0		1	0		1	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.91	0.91	1.00	1.00	0.91	0.91
Frt		0.940				0.850			0.850		0.998	
Flt Protected		0.973			0.950			0.999		0.950		
Satd. Flow (prot)	0	1704	0	0	1770	1583	0	5080	1583	1770	5075	0
Flt Permitted		0.973			0.950			0.999		0.950		
Satd. Flow (perm)	0	1704	0	0	1770	1583	0	5080	1583	1770	5075	0
Link Speed (mph)		20			30			55			55	
Link Distance (ft)		1128			830			1988			1399	
Travel Time (s)		38.5			18.9			24.6			17.3	
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Adj. Flow (vph)	19	0	15	285	0	179	15	1317	264	165	972	12
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	34	0	0	285	179	0	1332	264	165	984	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			0			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Stop			Stop			Free			Free	

Intersection Summary

Area Type: Other

Control Type: Unsignalized

Intersection Capacity Utilization 73.6%

ICU Level of Service D

Analysis Period (min) 15

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High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - PM
3: Highway 377 & De Moya Lane/Access G

Intersection

Int Delay, s/veh 894.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔	↔		↔↔↔	↔	↔	↔↔↔	
Traffic Vol, veh/h	18	0	14	268	0	168	14	1238	248	155	914	11
Future Vol, veh/h	18	0	14	268	0	168	14	1238	248	155	914	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	0	-	-	-	505	505	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	19	0	15	285	0	179	15	1317	264	165	972	12

Major/Minor	Minor2	Minor1	Major1	Major2
Conflicting Flow All	1865	2919	492	2066
Stage 1	1308	1308	-	1347
Stage 2	557	1611	-	719
Critical Hdwy	6.44	6.54	7.14	6.44
Critical Hdwy Stg 1	7.34	5.54	-	7.34
Critical Hdwy Stg 2	6.74	5.54	-	6.74
Follow-up Hdwy	3.82	4.02	3.92	3.82
Pot Cap-1 Maneuver	77	15	447	~ 58
Stage 1	121	228	-	~ 114
Stage 2	440	162	-	351
Platoon blocked, %				
Mov Cap-1 Maneuver	~ 9	2	447	~ 13
Mov Cap-2 Maneuver	~ 9	2	-	~ 13
Stage 1	72	43	-	~ 67
Stage 2	127	96	-	~ 64

Approach	EB	WB	NB	SB
HCM Control Delay, \$	1012.7	6146.1	1.7	10.2
HCM LOS	F	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1WBLn2	SBL	SBT	SBR
Capacity (veh/h)	398	-	-	16	13	348	203
HCM Lane V/C Ratio	0.037	-	-	2.128	21.931	0.514	0.812
HCM Control Delay (s)	14.4	1.9	\$ 1012.7	9982.7	25.8	71.4	-
HCM Lane LOS	B	A	-	F	F	D	F
HCM 95th %tile Q(veh)	0.1	-	-	4.9	36.9	2.8	5.8

Notes

~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

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Synchro 11 Report
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - PM
4: Highway 377 & Blackjack Road

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	5	17	1	187	13	106	0	827	260	153	778	1
Future Volume (vph)	5	17	1	187	13	106	0	827	260	153	778	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		170	0		170	445		0	445		0
Storage Lanes	0		1	0		1	1		0	1		0
Taper Length (ft)	25			25			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.91	0.91	1.00	0.91	0.91
Frt			0.850			0.850		0.964				
Flt Protected		0.989			0.955				0.950			
Satd. Flow (prot)	0	1842	1583	0	1779	1583	1863	4902	0	1770	5085	0
Flt Permitted		0.989			0.955				0.950			
Satd. Flow (perm)	0	1842	1583	0	1779	1583	1863	4902	0	1770	5085	0
Link Speed (mph)		45			55			55			55	
Link Distance (ft)		1199			1698			1758			945	
Travel Time (s)		18.2			21.0			21.8			11.7	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	5	18	1	197	14	112	0	871	274	161	819	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	23	1	0	211	112	0	1145	0	161	820	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Stop			Stop			Free			Free	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	58.0%					ICU Level of Service B						
Analysis Period (min)	15											

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - PM
4: Highway 377 & Blackjack Road

Intersection												
Int Delay, s/veh	512.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	5	17	1	187	13	106	0	827	260	153	778	1
Future Vol, veh/h	5	17	1	187	13	106	0	827	260	153	778	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Yield	-	-	Yield	-	-	None	-	-	None
Storage Length	-	-	170	-	-	170	445	-	-	445	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	5	18	1	197	14	112	0	871	274	161	819	1
Major/Minor	Minor2		Minor1			Major1		Major2				
Conflicting Flow All	1497	2287	410	1667	2150	573	820	0	0	1145	0	0
Stage 1	1142	1142	-	1008	1008	-	-	-	-	-	-	-
Stage 2	355	1145	-	659	1142	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	129	39	505	~ 102	48	396	478	-	-	333	-	-
Stage 1	158	273	-	197	316	-	-	-	-	-	-	-
Stage 2	582	272	-	381	273	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	34	20	505	~ 16	25	396	478	-	-	333	-	-
Mov Cap-2 Maneuver	34	20	-	~ 16	25	-	-	-	-	-	-	-
Stage 1	158	141	-	197	316	-	-	-	-	-	-	-
Stage 2	400	272	-	~ 171	141	-	-	-	-	-	-	-
Approach	EB		WB			NB		SB				
HCM Control Delay, s	439.7		3884.9			0		4.2				
HCM LOS	F		F									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR		
Capacity (veh/h)	478	-	-	22	505	16	396	333	-	-		
HCM Lane V/C Ratio	-	-	-	1.053	0.002	13.158	0.282	0.484	-	-		
HCM Control Delay (s)	0	-	-	\$ 459.1	12.1	5934.6	17.6	25.5	-	-		
HCM Lane LOS	A	-	-	F	B	F	C	D	-	-		
HCM 95th %tile Q(veh)	0	-	-	3	0	27.2	1.1	2.5	-	-		
Notes												
~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon												

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - PM
5: Spring Hill Road & Access A

						
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	34	507	434	30	18	20
Future Volume (vph)	34	507	434	30	18	20
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	250			0	0	0
Storage Lanes	1			0	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.991		0.928	
Flt Protected	0.950				0.977	
Satd. Flow (prot)	1770	1863	1846	0	1689	0
Flt Permitted	0.950				0.977	
Satd. Flow (perm)	1770	1863	1846	0	1689	0
Link Speed (mph)		30	30		30	
Link Distance (ft)		1187	1044		549	
Travel Time (s)		27.0	23.7		12.5	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Adj. Flow (vph)	40	596	511	35	21	24
Shared Lane Traffic (%)						
Lane Group Flow (vph)	40	596	546	0	45	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	38.3%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - PM
5: Spring Hill Road & Access A

Intersection						
Int Delay, s/veh	1					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	34	507	434	30	18	20
Future Vol, veh/h	34	507	434	30	18	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	250	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	40	596	511	35	21	24
Major/Minor						
Major1	Major2		Minor2			
Conflicting Flow All	546	0	-	0	1205	529
Stage 1	-	-	-	-	529	-
Stage 2	-	-	-	-	676	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1023	-	-	-	203	550
Stage 1	-	-	-	-	591	-
Stage 2	-	-	-	-	505	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	1023	-	-	-	195	550
Mov Cap-2 Maneuver	-	-	-	-	195	-
Stage 1	-	-	-	-	568	-
Stage 2	-	-	-	-	505	-
Approach						
EB	WB		SB			
HCM Control Delay, s	0.5		0		19.4	
HCM LOS					C	
Minor Lane/Major Mvmt						
EBL	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	1023	-	-	-	295	
HCM Lane V/C Ratio	0.039	-	-	-	0.152	
HCM Control Delay (s)	8.7	-	-	-	19.4	
HCM Lane LOS	A	-	-	-	C	
HCM 95th %tile Q(veh)	0.1	-	-	-	0.5	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - PM
6: Highway 377 & Access C

						
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	115	42	1091	177	67	967
Future Volume (vph)	115	42	1091	177	67	967
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	0		345	415	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				100	
Lane Util. Factor	1.00	1.00	0.91	1.00	1.00	0.91
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	5085	1583	1770	5085
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	1770	1583	5085	1583	1770	5085
Link Speed (mph)	30		55			55
Link Distance (ft)	836		1399			1758
Travel Time (s)	19.0		17.3			21.8
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Adj. Flow (vph)	135	49	1284	208	79	1138
Shared Lane Traffic (%)						
Lane Group Flow (vph)	135	49	1284	208	79	1138
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	41.2%		ICU Level of Service A			
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - PM
6: Highway 377 & Access C

Intersection						
Int Delay, s/veh	28.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	115	42	1091	177	67	967
Future Vol, veh/h	115	42	1091	177	67	967
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	345	415	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	135	49	1284	208	79	1138

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	1897	642	0
Stage 1	1284	-	-
Stage 2	613	-	-
Critical Hdwy	5.74	7.14	-
Critical Hdwy Stg 1	6.64	-	-
Critical Hdwy Stg 2	6.04	-	-
Follow-up Hdwy	3.82	3.92	-
Pot Cap-1 Maneuver	~ 106	357	-
Stage 1	162	-	-
Stage 2	458	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	~ 69	357	-
Mov Cap-2 Maneuver	~ 69	-	-
Stage 1	162	-	-
Stage 2	297	-	-

Approach	WB	NB	SB
HCM Control Delay, \$	427.8	0	1.9
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	69	357	225
HCM Lane V/C Ratio	-	-	1.961	0.138	0.35
HCM Control Delay (s)	-	-	\$ 577.9	16.7	29.4
HCM Lane LOS	-	-	F	C	D
HCM 95th %tile Q(veh)	-	-	12.4	0.5	1.5

Notes			
-: Volume exceeds capacity	\$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - PM
7: Access D & Blackjack Road

	→	↗	↖	←	↙	↘
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑		↑	↑	
Traffic Volume (vph)	137	78	26	146	45	15
Future Volume (vph)	137	78	26	146	45	15
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		250	0		0	0
Storage Lanes		1	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850			0.966	
Flt Protected				0.992	0.964	
Satd. Flow (prot)	1863	1583	0	1848	1735	0
Flt Permitted				0.992	0.964	
Satd. Flow (perm)	1863	1583	0	1848	1735	0
Link Speed (mph)	30			55	30	
Link Distance (ft)	1257			1497	515	
Travel Time (s)	28.6			18.6	11.7	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Adj. Flow (vph)	161	92	31	172	53	18
Shared Lane Traffic (%)						
Lane Group Flow (vph)	161	92	0	203	71	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	29.7%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - PM
7: Access D & Blackjack Road

Intersection						
Int Delay, s/veh	2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑		↑	↑	
Traffic Vol, veh/h	137	78	26	146	45	15
Future Vol, veh/h	137	78	26	146	45	15
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	250	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	161	92	31	172	53	18
Major/Minor						
Major1	Major2		Minor1			
Conflicting Flow All	0	0	253	0	395	161
Stage 1	-	-	-	-	161	-
Stage 2	-	-	-	-	234	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1312	-	610	884
Stage 1	-	-	-	-	868	-
Stage 2	-	-	-	-	805	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1312	-	594	884
Mov Cap-2 Maneuver	-	-	-	-	594	-
Stage 1	-	-	-	-	868	-
Stage 2	-	-	-	-	784	-
Approach						
EB	WB		NB			
HCM Control Delay, s	0	1.2		11.2		
HCM LOS				B		
Minor Lane/Major Mvmt						
NBLn1	EBT	EBR	WBL	WBT		
Capacity (veh/h)	647	-	-	1312	-	-
HCM Lane V/C Ratio	0.109	-	-	0.023	-	-
HCM Control Delay (s)	11.2	-	-	7.8	0	
HCM Lane LOS	B	-	-	A	A	
HCM 95th %tile Q(veh)	0.4	-	-	0.1	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - PM
8: Access E & Blackjack Road

	→	↗	↖	←	↙	↘
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗		↖	↘	
Traffic Volume (vph)	201	142	26	165	84	14
Future Volume (vph)	201	142	26	165	84	14
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		250	0		0	0
Storage Lanes		1	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850			0.981	
Flt Protected				0.993	0.959	
Satd. Flow (prot)	1863	1583	0	1850	1752	0
Flt Permitted				0.993	0.959	
Satd. Flow (perm)	1863	1583	0	1850	1752	0
Link Speed (mph)	30			55	30	
Link Distance (ft)	1589			1257	402	
Travel Time (s)	36.1			15.6	9.1	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Adj. Flow (vph)	236	167	31	194	99	16
Shared Lane Traffic (%)						
Lane Group Flow (vph)	236	167	0	225	115	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	36.2%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - PM
8: Access E & Blackjack Road

Intersection						
Int Delay, s/veh	2.4					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑		↑	↑	
Traffic Vol, veh/h	201	142	26	165	84	14
Future Vol, veh/h	201	142	26	165	84	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	250	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	236	167	31	194	99	16
Major/Minor						
Major1	Major2		Minor1			
Conflicting Flow All	0	0	403	0	492	236
Stage 1	-	-	-	-	236	-
Stage 2	-	-	-	-	256	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1156	-	536	803
Stage 1	-	-	-	-	803	-
Stage 2	-	-	-	-	787	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1156	-	520	803
Mov Cap-2 Maneuver	-	-	-	-	520	-
Stage 1	-	-	-	-	803	-
Stage 2	-	-	-	-	763	-
Approach						
EB	WB		NB			
HCM Control Delay, s	0	1.1	13.3			
HCM LOS			B			
Minor Lane/Major Mvmt						
NBLn1	EBT	EBR	WBL	WBT		
Capacity (veh/h)	548	-	-	1156	-	-
HCM Lane V/C Ratio	0.21	-	-	0.026	-	-
HCM Control Delay (s)	13.3	-	-	8.2	0	
HCM Lane LOS	B	-	-	A	A	
HCM 95th %tile Q(veh)	0.8	-	-	0.1	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - PM
9: Access F & Blackjack Road

						
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	316	116	38	212	77	26
Future Volume (vph)	316	116	38	212	77	26
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		250	0		0	0
Storage Lanes		1	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850			0.966	
Flt Protected				0.992	0.964	
Satd. Flow (prot)	1863	1583	0	1848	1735	0
Flt Permitted				0.992	0.964	
Satd. Flow (perm)	1863	1583	0	1848	1735	0
Link Speed (mph)	30			55	30	
Link Distance (ft)	1698			1589	493	
Travel Time (s)	38.6			19.7	11.2	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Adj. Flow (vph)	372	136	45	249	91	31
Shared Lane Traffic (%)						
Lane Group Flow (vph)	372	136	0	294	122	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	45.7%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - PM
9: Access F & Blackjack Road

Intersection						
Int Delay, s/veh	2.6					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗		↑	↘	
Traffic Vol, veh/h	316	116	38	212	77	26
Future Vol, veh/h	316	116	38	212	77	26
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	250	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	372	136	45	249	91	31
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	508	0	711	372
Stage 1	-	-	-	-	372	-
Stage 2	-	-	-	-	339	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1057	-	400	674
Stage 1	-	-	-	-	697	-
Stage 2	-	-	-	-	722	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1057	-	380	674
Mov Cap-2 Maneuver	-	-	-	-	380	-
Stage 1	-	-	-	-	697	-
Stage 2	-	-	-	-	687	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		1.3		16.7	
HCM LOS	C					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	427	-	-	1057	-	
HCM Lane V/C Ratio	0.284	-	-	0.042	-	
HCM Control Delay (s)	16.7	-	-	8.6	0	
HCM Lane LOS	C	-	-	A	A	
HCM 95th %tile Q(veh)	1.2	-	-	0.1	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - PM
12: Spring Hill Road & Access H

	↗	→	←	↖	↘	↙
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↗	↑	↑	↑	↘	↘
Traffic Volume (vph)	124	810	655	93	101	134
Future Volume (vph)	124	810	655	93	101	134
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	265			265	0	0
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1863	1863	1583	1770	1583
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	1770	1863	1863	1583	1770	1583
Link Speed (mph)		45	45		30	
Link Distance (ft)		710	978		621	
Travel Time (s)		10.8	14.8		14.1	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Adj. Flow (vph)	146	953	771	109	119	158
Shared Lane Traffic (%)						
Lane Group Flow (vph)	146	953	771	109	119	158
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization 56.9%	ICU Level of Service B					
Analysis Period (min) 15						

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Synchro 11 Report
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High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - PM
12: Spring Hill Road & Access H

Intersection						
Int Delay, s/veh	41.9					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↗	↑	↑	↑	↘	↘
Traffic Vol, veh/h	124	810	655	93	101	134
Future Vol, veh/h	124	810	655	93	101	134
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	265				265	0
Veh in Median Storage, #	-	0	0		0	-
Grade, %	-	0	0		0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	146	953	771	109	119	158
Major/Minor						
Major1	Major2	Minor2				
Conflicting Flow All	880	0	-	0	2016	771
Stage 1	-	-	-	-	771	-
Stage 2	-	-	-	-	1245	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	768	-	-	-	~ 64	400
Stage 1	-	-	-	-	456	-
Stage 2	-	-	-	-	271	-
Platoon blocked, %	-	-	-	-		
Mov Cap-1 Maneuver	768	-	-	-	~ 52	400
Mov Cap-2 Maneuver	-	-	-	-	~ 52	-
Stage 1	-	-	-	-	369	-
Stage 2	-	-	-	-	271	-
Approach						
EB	WB	SB				
HCM Control Delay, s	1.4	0	\$ 336.5			
HCM LOS			F			
Minor Lane/Major Mvmt						
EBL	EBT	WBT	WBR	SBLn1	SBLn2	
Capacity (veh/h)	768	-	-	-	52	400
HCM Lane V/C Ratio	0.19	-	-	-	2.285	0.394
HCM Control Delay (s)	10.8	-	-	-	\$ 756.8	19.7
HCM Lane LOS	B	-	-	-	F	C
HCM 95th %tile Q(veh)	0.7	-	-	-	12.1	1.8
Notes						
-: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon						

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Synchro 11 Report
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**Synchro™ Output - 2028 Background Plus 2028 Full
Buildout Scenario Site Traffic Mitigated**

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - AM Mitigated
1: Highway 377 & Spring Hill Road

	↖	→	↗	↖	←	↖	↖	↑	↗	↗	↓	↖
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↖↖	↗		↖↖	↗	↖	↖↖↖	↗	↖	↖↖↖	↗
Traffic Volume (vph)	105	258	163	363	242	106	140	590	254	66	861	146
Future Volume (vph)	105	258	163	363	242	106	140	590	254	66	861	146
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		190	0		210	445		445	445		445
Storage Lanes	0		1	0		1	1		1	1		1
Taper Length (ft)	60			100			100			100		
Lane Util. Factor	0.95	0.95	1.00	0.95	0.95	1.00	1.00	0.91	1.00	1.00	0.91	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected		0.986			0.971		0.950			0.950		
Satd. Flow (prot)	0	3490	1583	0	3437	1583	1770	5085	1583	1770	5085	1583
Flt Permitted		0.589			0.623		0.950			0.950		
Satd. Flow (perm)	0	2085	1583	0	2205	1583	1770	5085	1583	1770	5085	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			178			83			289			166
Link Speed (mph)		30			45			55				55
Link Distance (ft)		751			649			1340				1988
Travel Time (s)		17.1			9.8			16.6				24.6
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88
Adj. Flow (vph)	119	293	185	413	275	120	159	670	289	75	978	166
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	412	185	0	688	120	159	670	289	75	978	166
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)	0			0			12			12		
Link Offset(ft)	0			0			0			0		
Crosswalk Width(ft)	16			16			16			16		
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	D,P+P	NA	Perm	D,P+P	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	4		8	8		4		6		6		2

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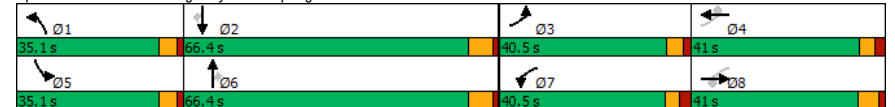
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - AM Mitigated
1: Highway 377 & Spring Hill Road

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	3	8	8	7	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0	7.0	7.0	10.0	10.0	7.0	10.0	10.0
Minimum Split (s)	12.7	39.0	39.0	12.7	24.6	24.6	12.9	25.4	25.4	12.9	33.4	33.4
Total Split (s)	40.5	41.0	41.0	40.5	41.0	41.0	35.1	66.4	66.4	35.1	66.4	66.4
Total Split (%)	22.1%	22.4%	22.4%	22.1%	22.4%	22.4%	19.2%	36.3%	36.3%	19.2%	36.3%	36.3%
Maximum Green (s)	35.1	35.0	35.0	35.0	35.3	35.3	30.0	60.0	60.0	30.0	60.0	60.0
Yellow Time (s)	3.6	4.3	4.3	3.0	3.2	3.2	3.9	5.0	5.0	3.9	5.0	5.0
All-Red Time (s)	1.8	1.7	1.7	2.5	2.5	2.5	1.2	1.4	1.4	1.2	1.4	1.4
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		6.0	6.0		5.7	5.7	5.1	6.4	6.4	5.1	6.4	6.4
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	1.0	2.0	2.0	1.0	2.0	2.0	1.0	0.5	0.5	1.0	0.5	0.5
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)		8.0	8.0								6.0	6.0
Flash Dont Walk (s)		25.0	25.0								21.0	21.0
Pedestrian Calls (#/hr)		0	0								0	0
Act Effct Green (s)	31.7	31.7		32.0	32.0	32.0	12.2	27.6	27.6	8.4	20.7	20.7
Actuated g/C Ratio	0.38	0.38		0.39	0.39	0.39	0.15	0.33	0.33	0.10	0.25	0.25
v/c Ratio	0.51	0.26		1.16dl	0.18	0.61	0.39	0.40	0.41	0.77	0.32	0.32
Control Delay	23.3	4.7		32.3	8.3	45.2	23.4	4.8	45.3	33.9	6.4	6.4
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	23.3	4.7		32.3	8.3	45.2	23.4	4.8	45.3	33.9	6.4	6.4
LOS	C	A		C	A	D	C	A	D	C	A	A
Approach Delay		17.6			28.8			21.7			30.8	
Approach LOS		B			C			C			C	
Intersection Summary												
Area Type:	Other											
Cycle Length:	183											
Actuated Cycle Length:	82.4											
Natural Cycle:	100											
Control Type:	Actuated-Uncoordinated											
Maximum v/c Ratio:	0.80											
Intersection Signal Delay:	25.5											
Intersection Capacity Utilization	74.0%											
Analysis Period (min)	15											
	dl Defacto Left Lane. Recode with 1 though lane as a left lane.											

Splits and Phases: 1: Highway 377 & Spring Hill Road



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Synchro 11 Report
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - AM Mitigated
2: Neubauer Ranch Road/Access B & Spring Hill Road

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	28	282	3	0	436	2	6	0	1	6	0	83
Future Volume (vph)	28	282	3	0	436	2	6	0	1	6	0	83
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	250		0	0		0	0		0	0		0
Storage Lanes	1		0	0		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.998			0.999			0.985			0.874	
Flt Protected	0.950							0.957			0.997	
Satd. Flow (prot)	1770	1859	0	0	1861	0	0	1756	0	0	1623	0
Flt Permitted	0.950							0.957			0.997	
Satd. Flow (perm)	1770	1859	0	0	1861	0	0	1756	0	0	1623	0
Link Speed (mph)		45			55			25			30	
Link Distance (ft)		978			1187			1301			713	
Travel Time (s)		14.8			14.7			35.5			16.2	
Peak Hour Factor	0.78	0.78	0.78	0.78	0.78	0.78	0.78	0.78	0.78	0.78	0.78	0.78
Adj. Flow (vph)	36	362	4	0	559	3	8	0	1	8	0	106
Shared Lane Traffic (%)												
Lane Group Flow (vph)	36	366	0	0	562	0	0	9	0	0	114	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		10			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	35.3%											
Analysis Period (min)	15											
ICU Level of Service A												

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - AM Mitigated
2: Neubauer Ranch Road/Access B & Spring Hill Road

Intersection												
Int Delay, s/veh	2.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	28	282	3	0	436	2	6	0	1	6	0	83
Future Vol, veh/h	28	282	3	0	436	2	6	0	1	6	0	83
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	250	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	78	78	78	78	78	78	78	78	78	78	78	78
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	36	362	4	0	559	3	8	0	1	8	0	106
Major/Minor	Major1	Major2				Minor1			Minor2			
Conflicting Flow All	562	0	0	366	0	0	1050	998	364	998	999	561
Stage 1	-	-	-	-	-	-	436	436	-	561	561	-
Stage 2	-	-	-	-	-	-	614	562	-	437	438	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1009	-	-	1193	-	-	205	244	681	223	243	527
Stage 1	-	-	-	-	-	-	599	580	-	512	510	-
Stage 2	-	-	-	-	-	-	479	510	-	598	579	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1009	-	-	1193	-	-	159	235	681	217	234	527
Mov Cap-2 Maneuver	-	-	-	-	-	-	159	235	-	217	234	-
Stage 1	-	-	-	-	-	-	577	559	-	494	510	-
Stage 2	-	-	-	-	-	-	382	510	-	576	558	-
Approach	EB	WB				NB			SB			
HCM Control Delay, s	0.8	0				26.2			14.8			
HCM LOS					D			B				
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	179	1009	-	-	1193	-	-	481				
HCM Lane V/C Ratio	0.05	0.036	-	-	-	-	-	0.237				
HCM Control Delay (s)	26.2	8.7	-	-	0	-	-	14.8				
HCM Lane LOS	D	A	-	-	A	-	-	B				
HCM 95th %tile Q(veh)	0.2	0.1	-	-	0	-	-	0.9				

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - AM Mitigated
3: Highway 377 & De Moya Lane/Access G

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	11	0	27	48	0	30	62	648	79	50	987	5
Future Volume (vph)	11	0	27	48	0	30	62	648	79	50	987	5
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	0		0	0		505	505		0
Storage Lanes	0		0	0		1	0		1	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.91	0.91	1.00	1.00	0.91	0.91
Frt		0.905				0.850			0.850		0.999	
Flt Protected		0.985			0.950			0.996		0.950		
Satd. Flow (prot)	0	1660	0	0	1770	1583	0	5065	1583	1770	5080	0
Flt Permitted		0.985			0.950			0.996		0.950		
Satd. Flow (perm)	0	1660	0	0	1770	1583	0	5065	1583	1770	5080	0
Link Speed (mph)		20			30			55		55		
Link Distance (ft)		1128			830			1988		1399		
Travel Time (s)		38.5			18.9			24.6		17.3		
Peak Hour Factor	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87
Adj. Flow (vph)	13	0	31	55	0	34	71	745	91	57	1134	6
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	44	0	0	55	34	0	816	91	57	1140	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			0		12		
Link Offset(ft)		0			0			0		0		
Crosswalk Width(ft)		16			16			16		16		
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	60		60	15		60	60		9
Sign Control		Stop			Stop			Free			Free	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	51.9%						ICU Level of Service A					
Analysis Period (min)	15											

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - AM Mitigated
3: Highway 377 & De Moya Lane/Access G

Intersection												
Int Delay, s/veh	5.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	11	0	27	48	0	30	62	648	79	50	987	5
Future Vol, veh/h	11	0	27	48	0	30	62	648	79	50	987	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	0	-	-	-	505	505	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	87	87	87	87	87	87	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	13	0	31	55	0	34	71	745	91	57	1134	6
Major/Minor	Minor2	Minor1		Major1		Major2						
Conflicting Flow All	1691	2229	570	1455	2141	373	1140	0	0	836	0	0
Stage 1	1251	1251	-	887	887	-	-	-	-	-	-	-
Stage 2	440	978	-	568	1254	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	98	42	398	137	48	533	335	-	-	469	-	-
Stage 1	133	242	-	238	360	-	-	-	-	-	-	-
Stage 2	518	327	-	433	242	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	57	22	398	79	25	533	335	-	-	469	-	-
Mov Cap-2 Maneuver	57	22	-	79	25	-	-	-	-	-	-	-
Stage 1	79	212	-	142	215	-	-	-	-	-	-	-
Stage 2	289	195	-	351	212	-	-	-	-	-	-	-
Approach	EB	WB		NB		SB						
HCM Control Delay, s	39.9	78.7		3		0.7						
HCM LOS	E	F										
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1WBLn2	SBL	SBT	SBR					
Capacity (veh/h)	335	-	-	146	79	533	469	-	-			
HCM Lane V/C Ratio	0.213	-	-	0.299	0.698	0.065	0.123	-	-			
HCM Control Delay (s)	18.6	1.9	-	39.9	120.3	12.2	13.7	-	-			
HCM Lane LOS	C	A	-	E	F	B	B	-	-			
HCM 95th %tile O/(veh)	0.8	-	-	1.2	3.3	0.2	0.4	-	-			

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - AM Mitigated
4: Highway 377 & Blackjack Road

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	→	↱	↰	→	↱	↰	→	↱	↰	→	↱
Traffic Volume (vph)	5	23	0	242	25	135	1	505	126	86	621	1
Future Volume (vph)	5	23	0	242	25	135	1	505	126	86	621	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	265		170	265		170	445		0	445		0
Storage Lanes	1		1	1		1	1		0	1		0
Taper Length (ft)	25			25			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.91	0.91	0.91	1.00	0.91	0.91
Frt						0.850		0.970				
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1863	1863	1770	1863	1583	1770	4933	0	1770	5085	0
Flt Permitted	0.739						0.950			0.950		
Satd. Flow (perm)	1377	1863	1863	1863	1863	1583	1770	4933	0	1770	5085	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)						182		70				
Link Speed (mph)	45				55			55				55
Link Distance (ft)	1199				1698			1758				945
Travel Time (s)	18.2				21.0			21.8				11.7
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Adj. Flow (vph)	6	26	0	272	28	152	1	567	142	97	698	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	6	26	0	272	28	152	1	709	0	97	699	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)	12				12			12				12
Link Offset(ft)	0				0			0				0
Crosswalk Width(ft)	16				16			16				16
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2		1	2	
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru		Left	Thru	
Leading Detector (ft)	20	100	20	20	100	20	20	100		20	100	
Trailing Detector (ft)	0	0	0	0	0	0	0	0		0	0	
Detector 1 Position(ft)	0	0	0	0	0	0	0	0		0	0	
Detector 1 Size(ft)	20	6	20	20	6	20	20	6		20	6	
Detector 1 Type	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex		CI+Ex	CI+Ex	
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		CI+Ex			CI+Ex			CI+Ex			CI+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	D,P+P	NA	Perm	D,P+P	NA	Perm	Prot	NA		Prot	NA	
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	4		8	8		4						

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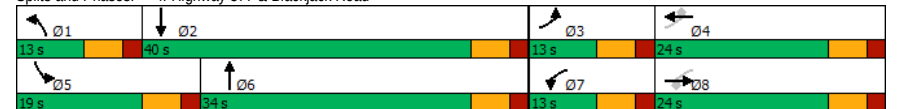
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - AM Mitigated
4: Highway 377 & Blackjack Road

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	3	8	8	7	4	4	1	6		5	2	
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0	7.0	7.0	10.0		7.0	10.0	
Minimum Split (s)	13.0	24.0	24.0	13.0	24.0	24.0	13.0	24.0		13.0	24.0	
Total Split (%)	13.0	24.0	24.0	13.0	24.0	24.0	13.0	34.0		19.0	40.0	
Total Split (s)	14.4%	26.7%	26.7%	14.4%	26.7%	26.7%	14.4%	37.8%		21.1%	44.4%	
Maximum Green (s)	7.0	18.0	18.0	7.0	18.0	18.0	7.0	28.0		13.0	34.0	
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0		6.0	6.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Recall Mode	None	None	None	None	None	None	None	Min		None	Min	
Walk Time (s)		7.0	7.0		7.0	7.0		7.0			7.0	
Flash Dont Walk (s)		11.0	11.0		11.0	11.0		11.0			11.0	
Pedestrian Calls (#/hr)		0	0		0	0		0			0	
Act Effct Green (s)	11.1	8.0		10.1	10.1	10.1	7.8	14.0		9.3	23.6	
Actuated g/C Ratio	0.22	0.16		0.20	0.20	0.20	0.15	0.28		0.18	0.47	
v/c Ratio	0.02	0.09		0.76	0.08	0.33	0.00	0.50		0.30	0.30	
Control Delay	16.8	26.0		35.2	22.4	5.7	27.0	17.1		25.3	10.3	
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	16.8	26.0		35.2	22.4	5.7	27.0	17.1		25.3	10.3	
LOS	B	C		D	C	A	C	B		C	B	
Approach Delay		24.3			24.5			17.1			12.1	
Approach LOS		C			C			B			B	
Intersection Summary												
Area Type:	Other											
Cycle Length:	90											
Actuated Cycle Length:	50.6											
Natural Cycle:	75											
Control Type:	Actuated-Uncoordinated											
Maximum v/c Ratio:	0.76											
Intersection Signal Delay:	16.9											
Intersection Capacity Utilization	53.5%											
Analysis Period (min)	15											

Splits and Phases: 4: Highway 377 & Blackjack Road



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Synchro 11 Report
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - AM Mitigated
5: Spring Hill Road & Access A

						
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	10	279	409	9	27	29
Future Volume (vph)	10	279	409	9	27	29
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	250			0	0	0
Storage Lanes	1			0	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.997		0.930	
Flt Protected	0.950				0.976	
Satd. Flow (prot)	1770	1863	1857	0	1691	0
Flt Permitted	0.950				0.976	
Satd. Flow (perm)	1770	1863	1857	0	1691	0
Link Speed (mph)		30	30		30	
Link Distance (ft)		1187	1044		549	
Travel Time (s)		27.0	23.7		12.5	
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67
Adj. Flow (vph)	15	416	610	13	40	43
Shared Lane Traffic (%)						
Lane Group Flow (vph)	15	416	623	0	83	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	32.1%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - AM Mitigated
5: Spring Hill Road & Access A

Intersection						
Int Delay, s/veh	1.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	10	279	409	9	27	29
Future Vol, veh/h	10	279	409	9	27	29
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	250				0	
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	67	67	67	67	67	67
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	15	416	610	13	40	43
Major/Minor						
Major1	Major2		Minor2			
Conflicting Flow All	623	0	-	0	1063	617
Stage 1	-	-	-	-	617	-
Stage 2	-	-	-	-	446	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	958	-	-	-	247	490
Stage 1	-	-	-	-	538	-
Stage 2	-	-	-	-	645	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	958	-	-	-	243	490
Mov Cap-2 Maneuver	-	-	-	-	243	-
Stage 1	-	-	-	-	529	-
Stage 2	-	-	-	-	645	-
Approach						
EB	WB		SB			
HCM Control Delay, s	0.3		0		19.6	
HCM LOS					C	
Minor Lane/Major Mvmt						
EBL	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	958	-	-	-	329	
HCM Lane V/C Ratio	0.016	-	-	-	0.254	
HCM Control Delay (s)	8.8	-	-	-	19.6	
HCM Lane LOS	A	-	-	-	C	
HCM 95th %tile Q(veh)	0	-	-	-	1	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - AM Mitigated
6: Highway 377 & Access C

						
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	171	63	589	58	21	869
Future Volume (vph)	171	63	589	58	21	869
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	0		345	415	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				100	
Lane Util. Factor	1.00	1.00	0.91	1.00	1.00	0.91
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	5085	1583	1770	5085
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	1770	1583	5085	1583	1770	5085
Link Speed (mph)	30		55			55
Link Distance (ft)	836		1399			1758
Travel Time (s)	19.0		17.3			21.8
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67
Adj. Flow (vph)	255	94	879	87	31	1297
Shared Lane Traffic (%)						
Lane Group Flow (vph)	255	94	879	87	31	1297
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	33.6%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - AM Mitigated
6: Highway 377 & Access C

Intersection						
Int Delay, s/veh	31.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	171	63	589	58	21	869
Future Vol, veh/h	171	63	589	58	21	869
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	345	415	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	67	67	67	67	67	67
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	255	94	879	87	31	1297
Major/Minor						
Conflicting Flow All	1460	440	0	0	966	0
Stage 1	879	-	-	-	-	-
Stage 2	581	-	-	-	-	-
Critical Hdwy	5.74	7.14	-	-	5.34	-
Critical Hdwy Stg 1	6.64	-	-	-	-	-
Critical Hdwy Stg 2	6.04	-	-	-	-	-
Follow-up Hdwy	3.82	3.92	-	-	3.12	-
Pot Cap-1 Maneuver	~ 181	483	-	-	406	-
Stage 1	286	-	-	-	-	-
Stage 2	476	-	-	-	-	-
Platoon blocked, %			-	-	-	-
Mov Cap-1 Maneuver	~ 167	483	-	-	406	-
Mov Cap-2 Maneuver	~ 167	-	-	-	-	-
Stage 1	286	-	-	-	-	-
Stage 2	440	-	-	-	-	-
Approach						
	WB	NB	SB			
HCM Control Delay, s	234.5	0	0.3			
HCM LOS	F					
Minor Lane/Major Mvmt						
	NBT	NBRWBLn1WBLn2	SBL	SBT		
Capacity (veh/h)	-	- 167	483	406	-	
HCM Lane V/C Ratio	-	- 1.528	0.195	0.077	-	
HCM Control Delay (s)	-	- 315.6	14.2	14.6	-	
HCM Lane LOS	-	- F	B	B	-	
HCM 95th %tile Q(veh)	-	- 16.7	0.7	0.2	-	
Notes						
-: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon						

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - AM Mitigated
7: Access D & Blackjack Road

	→	↗	↖	←	↙	↘
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑		↑	↑	
Traffic Volume (vph)	183	35	8	110	103	26
Future Volume (vph)	183	35	8	110	103	26
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		250	0		0	0
Storage Lanes		1	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850			0.973	
Flt Protected				0.997	0.962	
Satd. Flow (prot)	1863	1583	0	1857	1744	0
Flt Permitted				0.997	0.962	
Satd. Flow (perm)	1863	1583	0	1857	1744	0
Link Speed (mph)	30			55	30	
Link Distance (ft)	1257			1497	515	
Travel Time (s)	28.6			18.6	11.7	
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67
Adj. Flow (vph)	273	52	12	164	154	39
Shared Lane Traffic (%)						
Lane Group Flow (vph)	273	52	0	176	193	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization 26.3%	ICU Level of Service A					
Analysis Period (min) 15						

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - AM Mitigated
7: Access D & Blackjack Road

Intersection						
Int Delay, s/veh	4					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑		↑	↑	
Traffic Vol, veh/h	183	35	8	110	103	26
Future Vol, veh/h	183	35	8	110	103	26
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	250	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	67	67	67	67	67	67
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	273	52	12	164	154	39
Major/Minor						
Major1	Major2		Minor1			
Conflicting Flow All	0	0	325	0	461	273
Stage 1	-	-	-	-	273	-
Stage 2	-	-	-	-	188	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1235	-	559	766
Stage 1	-	-	-	-	773	-
Stage 2	-	-	-	-	844	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1235	-	553	766
Mov Cap-2 Maneuver	-	-	-	-	553	-
Stage 1	-	-	-	-	773	-
Stage 2	-	-	-	-	835	-
Approach						
EB	WB		NB			
HCM Control Delay, s	0	0.5			14.1	
HCM LOS					B	
Minor Lane/Major Mvmt						
NBLn1	EBT	EBR	WBL	WBT		
Capacity (veh/h)	586	-	-	1235	-	-
HCM Lane V/C Ratio	0.329	-	-	0.01	-	-
HCM Control Delay (s)	14.1	-	-	7.9	0	
HCM Lane LOS	B	-	-	A	A	
HCM 95th %tile Q(veh)	1.4	-	-	0	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - AM Mitigated
8: Access E & Blackjack Road

	→	↗	↖	←	↙	↘
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗		↖	↘	
Traffic Volume (vph)	200	31	6	207	91	18
Future Volume (vph)	200	31	6	207	91	18
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		250	0		0	0
Storage Lanes		1	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850			0.978	
Flt Protected				0.999	0.960	
Satd. Flow (prot)	1863	1583	0	1861	1749	0
Flt Permitted				0.999	0.960	
Satd. Flow (perm)	1863	1583	0	1861	1749	0
Link Speed (mph)	30			55	30	
Link Distance (ft)	1589			1257	402	
Travel Time (s)	36.1			15.6	9.1	
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67
Adj. Flow (vph)	299	46	9	309	136	27
Shared Lane Traffic (%)						
Lane Group Flow (vph)	299	46	0	318	163	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	28.5%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - AM Mitigated
8: Access E & Blackjack Road

Intersection						
Int Delay, s/veh	3.3					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑		↑	↑	
Traffic Vol, veh/h	200	31	6	207	91	18
Future Vol, veh/h	200	31	6	207	91	18
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	250	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	67	67	67	67	67	67
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	299	46	9	309	136	27
Major/Minor						
Major1	Major2		Minor1			
Conflicting Flow All	0	0	345	0	626	299
Stage 1	-	-	-	-	299	-
Stage 2	-	-	-	-	327	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1214	-	448	741
Stage 1	-	-	-	-	752	-
Stage 2	-	-	-	-	731	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1214	-	444	741
Mov Cap-2 Maneuver	-	-	-	-	444	-
Stage 1	-	-	-	-	752	-
Stage 2	-	-	-	-	724	-
Approach						
EB	WB		NB			
HCM Control Delay, s	0	0.2	16.5			
HCM LOS			C			
Minor Lane/Major Mvmt						
NBLn1	EBT	EBR	WBL	WBT		
Capacity (veh/h)	475	-	-	1214	-	-
HCM Lane V/C Ratio	0.342	-	-	0.007	-	-
HCM Control Delay (s)	16.5	-	-	8	0	
HCM Lane LOS	C	-	-	A	A	
HCM 95th %tile Q(veh)	1.5	-	-	0	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - AM Mitigated
9: Access F & Blackjack Road

	→	↗	↖	←	↙	↘
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗		↖	↙	
Traffic Volume (vph)	191	39	14	284	116	40
Future Volume (vph)	191	39	14	284	116	40
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		250	0		0	0
Storage Lanes		1	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850			0.965	
Flt Protected				0.998	0.964	
Satd. Flow (prot)	1863	1583	0	1859	1733	0
Flt Permitted				0.998	0.964	
Satd. Flow (perm)	1863	1583	0	1859	1733	0
Link Speed (mph)	30			55	30	
Link Distance (ft)	1698			1589	493	
Travel Time (s)	38.6			19.7	11.2	
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67
Adj. Flow (vph)	285	58	21	424	173	60
Shared Lane Traffic (%)						
Lane Group Flow (vph)	285	58	0	445	233	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	41.9%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - AM Mitigated
9: Access F & Blackjack Road

Intersection						
Int Delay, s/veh	5.5					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗		↖	↙	
Traffic Vol, veh/h	191	39	14	284	116	40
Future Vol, veh/h	191	39	14	284	116	40
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	250	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	67	67	67	67	67	67
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	285	58	21	424	173	60
Major/Minor						
Major1	Major2		Minor1			
Conflicting Flow All	0	0	343	0	751	285
Stage 1	-	-	-	-	285	-
Stage 2	-	-	-	-	466	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1216	-	378	754
Stage 1	-	-	-	-	763	-
Stage 2	-	-	-	-	632	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1216	-	369	754
Mov Cap-2 Maneuver	-	-	-	-	369	-
Stage 1	-	-	-	-	763	-
Stage 2	-	-	-	-	617	-
Approach						
EB	WB		NB			
HCM Control Delay, s	0	0.4	23.3			
HCM LOS			C			
Minor Lane/Major Mvmt						
NBLn1	EBT	EBR	WBL	WBT		
Capacity (veh/h)	425	-	-	1216	-	-
HCM Lane V/C Ratio	0.548	-	-	0.017	-	-
HCM Control Delay (s)	23.3	-	-	8	0	
HCM Lane LOS	C	-	-	A	A	
HCM 95th %tile Q(veh)	3.2	-	-	0.1	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - AM Mitigated
12: Spring Hill Road & Access H

						
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	40	493	755	30	18	24
Future Volume (vph)	40	493	755	30	18	24
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	265			265	0	0
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1863	1863	1583	1770	1583
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	1770	1863	1863	1583	1770	1583
Link Speed (mph)		30	30		30	
Link Distance (ft)		710	978		621	
Travel Time (s)		16.1	22.2		14.1	
Peak Hour Factor	0.67	0.67	0.67	0.67	0.67	0.67
Adj. Flow (vph)	60	736	1127	45	27	36
Shared Lane Traffic (%)						
Lane Group Flow (vph)	60	736	1127	45	27	36
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60			60	60	60
Sign Control		Free	Free		Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	49.7%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - AM Mitigated
12: Spring Hill Road & Access H

Intersection						
Int Delay, s/veh	2.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↖	↑	↑	↑	↖	↖
Traffic Vol, veh/h	40	493	755	30	18	24
Future Vol, veh/h	40	493	755	30	18	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	265				265	0
Veh in Median Storage, #	-	0	0		0	-
Grade, %	-	0	0		0	-
Peak Hour Factor	67	67	67	67	67	67
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	60	736	1127	45	27	36
Major/Minor						
Major1	Major2		Minor2			
Conflicting Flow All	1172	0	-	0	1983	1127
Stage 1	-	-	-	-	1127	-
Stage 2	-	-	-	-	856	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	596	-	-	-	67	249
Stage 1	-	-	-	-	309	-
Stage 2	-	-	-	-	416	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	596	-	-	-	60	249
Mov Cap-2 Maneuver	-	-	-	-	60	-
Stage 1	-	-	-	-	278	-
Stage 2	-	-	-	-	416	-
Approach						
EB	WB		SB			
HCM Control Delay, s	0.9		0		58.2	
HCM LOS					F	
Minor Lane/Major Mvmt						
EBL	EBT	WBT	WBR	SBLn1	SBLn2	
Capacity (veh/h)	596	-	-	-	60	249
HCM Lane V/C Ratio	0.1	-	-	-	0.448	0.144
HCM Control Delay (s)	11.7	-	-	-	106.7	21.9
HCM Lane LOS	B	-	-	-	F	C
HCM 95th %tile Q(veh)	0.3	-	-	-	1.7	0.5

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - PM Mitigated
1: Highway 377 & Spring Hill Road

	↖	→	↗	↖	←	↖	↖	↑	↗	↗	↓	↖
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↖↖	↗		↖↖	↗	↖↖	↖↖↖	↗	↖	↖↖↖	↗
Traffic Volume (vph)	238	237	150	423	204	97	66	1098	388	80	943	183
Future Volume (vph)	238	237	150	423	204	97	66	1098	388	80	943	183
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		190	0		210	445		445	445		445
Storage Lanes	0		1	0		1	1		1	1		1
Taper Length (ft)	60			100			100			100		
Lane Util. Factor	0.95	0.95	1.00	0.95	0.95	1.00	1.00	0.91	1.00	1.00	0.91	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected		0.976			0.967		0.950			0.950		
Satd. Flow (prot)	0	3454	1583	0	3422	1583	1770	5085	1583	1770	5085	1583
Flt Permitted		0.545			0.571		0.950			0.950		
Satd. Flow (perm)	0	1929	1583	0	2021	1583	1770	5085	1583	1770	5085	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			126			83			426			201
Link Speed (mph)		30			45			55			55	
Link Distance (ft)		751			649			1340			1988	
Travel Time (s)		17.1			9.8			16.6			24.6	
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	262	260	165	465	224	107	73	1207	426	88	1036	201
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	522	165	0	689	107	73	1207	426	88	1036	201
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)	0			0			12			12		
Link Offset(ft)	0			0			0			0		
Crosswalk Width(ft)	16			16			16			16		
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	D,P+P	NA	Perm	D,P+P	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	4		8	8		4		6				2

11/21/2024
Kimley-Horn

Synchro 11 Report
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High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - PM Mitigated
1: Highway 377 & Spring Hill Road

	↖	→	↗	↖	←	↖	↖	↑	↗	↗	↓	↖
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	3	8	8	7	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0	7.0	7.0	10.0	10.0	7.0	10.0	10.0
Minimum Split (s)	12.7	39.0	39.0	12.7	24.6	24.6	12.9	25.4	25.4	12.9	33.4	33.4
Total Split (s)	40.5	41.0	41.0	40.5	41.0	41.0	35.1	66.4	66.4	35.1	66.4	66.4
Total Split (%)	22.1%	22.4%	22.4%	22.1%	22.4%	22.4%	19.2%	36.3%	36.3%	19.2%	36.3%	36.3%
Maximum Green (s)	35.1	35.0	35.0	35.0	35.3	35.3	30.0	60.0	60.0	30.0	60.0	60.0
Yellow Time (s)	3.6	4.3	4.3	3.0	3.2	3.2	3.9	5.0	5.0	3.9	5.0	5.0
All-Red Time (s)	1.8	1.7	1.7	2.5	2.5	2.5	1.2	1.4	1.4	1.2	1.4	1.4
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		6.0	6.0		5.7	5.7	5.1	6.4	6.4	5.1	6.4	6.4
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	1.0	2.0	2.0	1.0	2.0	2.0	1.0	0.5	0.5	1.0	0.5	0.5
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)		8.0	8.0								6.0	6.0
Flash Dont Walk (s)		25.0	25.0								21.0	21.0
Pedestrian Calls (#/hr)		0	0								0	0
Act Effct Green (s)		33.1	33.1		33.4	33.4	8.4	24.6	24.6	9.0	28.2	28.2
Actuated g/C Ratio		0.39	0.39		0.40	0.40	0.10	0.29	0.29	0.11	0.33	0.33
v/c Ratio		1.19dl	0.24		1.54dl	0.16	0.41	0.81	0.56	0.47	0.61	0.30
Control Delay		28.3	7.1		37.6	7.4	45.7	33.2	5.7	46.1	26.7	4.8
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		28.3	7.1		37.6	7.4	45.7	33.2	5.7	46.1	26.7	4.8
LOS		C	A		D	A	D	C	A	D	C	A
Approach Delay		23.3			33.5			26.9			24.7	
Approach LOS		C			C			C			C	

Intersection Summary

Area Type: Other

Cycle Length: 183

Actuated Cycle Length: 84.5

Natural Cycle: 100

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.86

Intersection Signal Delay: 26.9

Intersection LOS: C

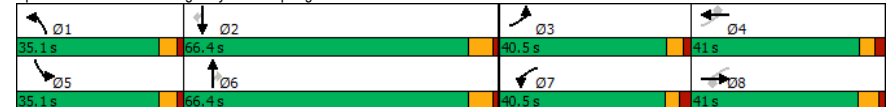
Intersection Capacity Utilization 83.3%

ICU Level of Service E

Analysis Period (min) 15

dl Defacto Left Lane. Recode with 1 though lane as a left lane.

Splits and Phases: 1: Highway 377 & Spring Hill Road



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High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - PM Mitigated
2: Neubauer Ranch Road/Access B & Spring Hill Road

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	96	536	9	1	446	7	3	0	1	4	0	56
Future Volume (vph)	96	536	9	1	446	7	3	0	1	4	0	56
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	250		0	0		0	0		0	0		0
Storage Lanes	1		0	0		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.998			0.998			0.973			0.874	
Flt Protected	0.950							0.962			0.997	
Satd. Flow (prot)	1770	1859	0	0	1859	0	0	1744	0	0	1623	0
Flt Permitted	0.950							0.962			0.997	
Satd. Flow (perm)	1770	1859	0	0	1859	0	0	1744	0	0	1623	0
Link Speed (mph)		45			55			25			30	
Link Distance (ft)		978			1187			1301			713	
Travel Time (s)		14.8			14.7			35.5			16.2	
Peak Hour Factor	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82
Adj. Flow (vph)	117	654	11	1	544	9	4	0	1	5	0	68
Shared Lane Traffic (%)												
Lane Group Flow (vph)	117	665	0	0	554	0	0	5	0	0	73	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		10			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary

Area Type: Other

Control Type: Unsignalized

Intersection Capacity Utilization 66.3%

ICU Level of Service C

Analysis Period (min) 15

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - PM Mitigated
2: Neubauer Ranch Road/Access B & Spring Hill Road

Intersection

Int Delay, s/veh 1.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	96	536	9	1	446	7	3	0	1	4	0	56
Future Vol, veh/h	96	536	9	1	446	7	3	0	1	4	0	56
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	250	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	82	82	82	82	82	82	82	82	82	82	82	82
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	117	654	11	1	544	9	4	0	1	5	0	68

Major/Minor	Major1	Major2	Minor1	Minor2
Conflicting Flow All	553	0	0	665
Stage 1	-	-	-	-
Stage 2	-	-	-	-
Critical Hdwy	4.12	-	-	4.12
Critical Hdwy Stg 1	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-
Follow-up Hdwy	2.218	-	-	2.218
Pot Cap-1 Maneuver	1017	-	-	924
Stage 1	-	-	-	-
Stage 2	-	-	-	-
Platoon blocked, %	-	-	-	-
Mov Cap-1 Maneuver	1017	-	-	924
Mov Cap-2 Maneuver	-	-	-	-
Stage 1	-	-	-	-
Stage 2	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	1.3	0	41.3	15.5
HCM LOS			E	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	104	1017	-	-	924	-	-	415
HCM Lane V/C Ratio	0.047	0.115	-	-	0.001	-	-	0.176
HCM Control Delay (s)	41.3	9	-	-	8.9	0	-	15.5
HCM Lane LOS	E	A	-	-	A	A	-	C
HCM 95th %tile Q(veh)	0.1	0.4	-	-	0	-	-	0.6

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - PM Mitigated
3: Highway 377 & De Moya Lane/Access G

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	18	0	14	268	0	168	14	1238	248	155	914	11
Future Volume (vph)	18	0	14	268	0	168	14	1238	248	155	914	11
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	0		0	0		505	505		0
Storage Lanes	0		0	0		1	0		1	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.91	0.91	1.00	1.00	0.91	0.91
Frt		0.940				0.850			0.850		0.998	
Flt Protected		0.973			0.950			0.999		0.950		
Satd. Flow (prot)	0	1704	0	0	1770	1583	0	5080	1583	1770	5075	0
Flt Permitted		0.973			0.950			0.999		0.950		
Satd. Flow (perm)	0	1704	0	0	1770	1583	0	5080	1583	1770	5075	0
Link Speed (mph)		20			30			55		55		
Link Distance (ft)		1128			830			1988		1399		
Travel Time (s)		38.5			18.9			24.6		17.3		
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Adj. Flow (vph)	19	0	15	285	0	179	15	1317	264	165	972	12
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	34	0	0	285	179	0	1332	264	165	984	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			0		12		
Link Offset(ft)		0			0			0		0		
Crosswalk Width(ft)		16			16			16		16		
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control	Stop			Stop			Free			Free		

Intersection Summary

Area Type: Other

Control Type: Unsignalized

Intersection Capacity Utilization 73.6%

ICU Level of Service D

Analysis Period (min) 15

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High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - PM Mitigated
3: Highway 377 & De Moya Lane/Access G

Intersection												
Int Delay, s/veh	894.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	18	0	14	268	0	168	14	1238	248	155	914	11
Future Vol, veh/h	18	0	14	268	0	168	14	1238	248	155	914	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	0	-	-	-	505	505	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	19	0	15	285	0	179	15	1317	264	165	972	12

Major/Minor	Minor2	Minor1	Major1	Major2
Conflicting Flow All	1865	2919	492	2066
Stage 1	1308	1308	-	1347
Stage 2	557	1611	-	719
Critical Hdwy	6.44	6.54	7.14	6.44
Critical Hdwy Stg 1	7.34	5.54	-	7.34
Critical Hdwy Stg 2	6.74	5.54	-	6.74
Follow-up Hdwy	3.82	4.02	3.92	3.82
Pot Cap-1 Maneuver	77	15	447	~ 58
Stage 1	121	228	-	~ 114
Stage 2	440	162	-	351
Platoon blocked, %				
Mov Cap-1 Maneuver	~ 9	2	447	~ 13
Mov Cap-2 Maneuver	~ 9	2	-	~ 13
Stage 1	72	43	-	~ 67
Stage 2	127	96	-	~ 64

Approach	EB	WB	NB	SB
HCM Control Delay, \$1012.7		\$ 6146.1	1.7	10.2
HCM LOS	F	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1WBLn2	SBL	SBT	SBR
Capacity (veh/h)	398	-	-	16	13	348	203
HCM Lane V/C Ratio	0.037	-	-	2.128	21.931	0.514	0.812
HCM Control Delay (s)	14.4	1.9	\$ 1012.7	9982.7	25.8	71.4	-
HCM Lane LOS	B	A	-	F	F	D	F
HCM 95th %tile Q(veh)	0.1	-	-	4.9	36.9	2.8	5.8

Notes

~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

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High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - PM Mitigated
4: Highway 377 & Blackjack Road

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	→	↱	↰	→	↱	↰	↱	↰	↰	↱	↱
Traffic Volume (vph)	5	17	1	187	13	106	0	827	260	153	778	1
Future Volume (vph)	5	17	1	187	13	106	0	827	260	153	778	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	265		170	265		170	445		0	445		0
Storage Lanes	1		1	1		1	1		0	1		0
Taper Length (ft)	25			25			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.91	0.91	0.91	1.00	0.91	0.91
Frt			0.850			0.850		0.964				
Flt Protected	0.950			0.950						0.950		
Satd. Flow (prot)	1770	1863	1583	1770	1863	1583	1863	4902	0	1770	5085	0
Flt Permitted	0.748									0.950		
Satd. Flow (perm)	1393	1863	1583	1863	1863	1583	1863	4902	0	1770	5085	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			182			182		91				
Link Speed (mph)	45			55		55		55		55		
Link Distance (ft)	1199			1698		1758		945		945		
Travel Time (s)	18.2			21.0		21.8		11.7		11.7		
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	5	18	1	197	14	112	0	871	274	161	819	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	5	18	1	197	14	112	0	1145	0	161	820	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)	12			12			12			12		
Link Offset(ft)	0			0			0			0		
Crosswalk Width(ft)	16			16			16			16		
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2		1	2	
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru		Left	Thru	
Leading Detector (ft)	20	100	20	20	100	20	20	100		20	100	
Trailing Detector (ft)	0	0	0	0	0	0	0	0		0	0	
Detector 1 Position(ft)	0	0	0	0	0	0	0	0		0	0	
Detector 1 Size(ft)	20	6	20	20	6	20	20	6		20	6	
Detector 1 Type	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex	CI+Ex		CI+Ex	CI+Ex	
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		CI+Ex			CI+Ex			CI+Ex			CI+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	D,P+P	NA	Perm	D,P+P	NA	Perm	Prot	NA		Prot	NA	
Protected Phases	3	8		7	4		1	6		5	2	
Permitted Phases	4		8	8		4						

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High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - PM Mitigated
4: Highway 377 & Blackjack Road

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	3	8	8	7	4	4	1	6		5	2	
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	7.0	7.0	7.0	7.0	10.0		7.0	10.0	
Minimum Split (s)	13.0	24.0	24.0	13.0	24.0	24.0	13.0	24.0		13.0	24.0	
Total Split (%)	13.0	24.0	24.0	13.0	24.0	24.0	13.0	34.0		19.0	40.0	
Total Split (s)	14.4%	26.7%	26.7%	14.4%	26.7%	26.7%	14.4%	37.8%		21.1%	44.4%	
Maximum Green (s)	7.0	18.0	18.0	7.0	18.0	18.0	7.0	28.0		13.0	34.0	
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0		6.0	6.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Recall Mode	None	None	None	None	None	None	None	Min		None	Min	
Walk Time (s)		7.0	7.0		7.0	7.0		7.0			7.0	
Flash Dont Walk (s)		11.0	11.0		11.0	11.0		11.0			11.0	
Pedestrian Calls (#/hr)		0	0		0	0		0			0	
Act Effct Green (s)	10.6	7.4	7.4	9.7	9.5	9.5	21.2			10.7	38.3	
Actuated g/C Ratio	0.17	0.12	0.12	0.16	0.15	0.15	0.34			0.17	0.61	
v/c Ratio	0.02	0.08	0.00	0.71	0.05	0.28	0.66			0.53	0.26	
Control Delay	22.2	31.9	0.0	40.2	28.2	3.1	18.8			33.5	6.3	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0	0.0	
Total Delay	22.2	31.9	0.0	40.2	28.2	3.1	18.8			33.5	6.3	
LOS	C	C	A	D	C	A	B			C	A	
Approach Delay		28.6			26.8		18.8				10.8	
Approach LOS		C			C		B				B	

Intersection Summary

Area Type: Other

Cycle Length: 90

Actuated Cycle Length: 62.4

Natural Cycle: 75

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.71

Intersection Signal Delay: 16.8

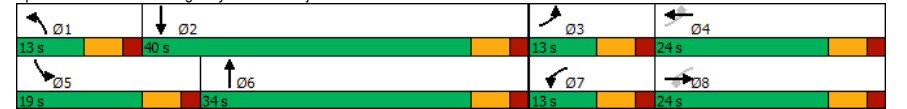
Intersection LOS: B

Intersection Capacity Utilization 62.3%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 4: Highway 377 & Blackjack Road



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High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - PM Mitigated
5: Spring Hill Road & Access A

						
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	34	507	434	30	18	20
Future Volume (vph)	34	507	434	30	18	20
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	250			0	0	0
Storage Lanes	1			0	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.991		0.928	
Flt Protected	0.950				0.977	
Satd. Flow (prot)	1770	1863	1846	0	1689	0
Flt Permitted	0.950				0.977	
Satd. Flow (perm)	1770	1863	1846	0	1689	0
Link Speed (mph)		30	30		30	
Link Distance (ft)		1187	1044		549	
Travel Time (s)		27.0	23.7		12.5	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Adj. Flow (vph)	40	596	511	35	21	24
Shared Lane Traffic (%)						
Lane Group Flow (vph)	40	596	546	0	45	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	38.3%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - PM Mitigated
5: Spring Hill Road & Access A

Intersection						
Int Delay, s/veh	1					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	34	507	434	30	18	20
Future Vol, veh/h	34	507	434	30	18	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	250	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	40	596	511	35	21	24
Major/Minor						
Major1	Major2		Minor2			
Conflicting Flow All	546	0	-	0	1205	529
Stage 1	-	-	-	-	529	-
Stage 2	-	-	-	-	676	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1023	-	-	-	203	550
Stage 1	-	-	-	-	591	-
Stage 2	-	-	-	-	505	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	1023	-	-	-	195	550
Mov Cap-2 Maneuver	-	-	-	-	195	-
Stage 1	-	-	-	-	568	-
Stage 2	-	-	-	-	505	-
Approach						
EB	WB		SB			
HCM Control Delay, s	0.5		0		19.4	
HCM LOS					C	
Minor Lane/Major Mvmt						
EBL	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	1023	-	-	-	295	
HCM Lane V/C Ratio	0.039	-	-	-	0.152	
HCM Control Delay (s)	8.7	-	-	-	19.4	
HCM Lane LOS	A	-	-	-	C	
HCM 95th %tile Q(veh)	0.1	-	-	-	0.5	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - PM Mitigated
6: Highway 377 & Access C

						
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations			 			 
Traffic Volume (vph)	115	42	1091	177	67	967
Future Volume (vph)	115	42	1091	177	67	967
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	0		345	415	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				100	
Lane Util. Factor	1.00	1.00	0.91	1.00	1.00	0.91
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	5085	1583	1770	5085
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	1770	1583	5085	1583	1770	5085
Link Speed (mph)	30		55			55
Link Distance (ft)	836		1399			1758
Travel Time (s)	19.0		17.3			21.8
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Adj. Flow (vph)	135	49	1284	208	79	1138
Shared Lane Traffic (%)						
Lane Group Flow (vph)	135	49	1284	208	79	1138
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	41.2%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - PM Mitigated
6: Highway 377 & Access C

Intersection						
Int Delay, s/veh	28.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↖	↗	↑↑↑	↘	↙	↑↑↑
Traffic Vol, veh/h	115	42	1091	177	67	967
Future Vol, veh/h	115	42	1091	177	67	967
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0			345	415
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	135	49	1284	208	79	1138
Major/Minor						
Conflicting Flow All	1897	642	0	0	1492	0
Stage 1	1284	-	-	-	-	-
Stage 2	613	-	-	-	-	-
Critical Hdwy	5.74	7.14	-	-	5.34	-
Critical Hdwy Stg 1	6.64	-	-	-	-	-
Critical Hdwy Stg 2	6.04	-	-	-	-	-
Follow-up Hdwy	3.82	3.92	-	-	3.12	-
Pot Cap-1 Maneuver	~ 106	357	-	-	225	-
Stage 1	162	-	-	-	-	-
Stage 2	458	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	~ 69	357	-	-	225	-
Mov Cap-2 Maneuver	~ 69	-	-	-	-	-
Stage 1	162	-	-	-	-	-
Stage 2	297	-	-	-	-	-
Approach						
	WB		NB		SB	
HCM Control Delay, \$	427.8		0		1.9	
HCM LOS	F					
Minor Lane/Major Mvmt						
	NBT	NBRWBLn1	WBLn2	SBL	SBT	
Capacity (veh/h)	-	-	69	357	225	-
HCM Lane V/C Ratio	-	-	1.961	0.138	0.35	-
HCM Control Delay (s)	-	-	\$ 577.9	16.7	29.4	-
HCM Lane LOS	-	-	F	C	D	-
HCM 95th %tile Q(veh)	-	-	12.4	0.5	1.5	-
Notes						
~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon						

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - PM Mitigated
7: Access D & Blackjack Road

	→	↗	↖	←	↙	↘
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑		↑	↑	
Traffic Volume (vph)	137	78	26	146	45	15
Future Volume (vph)	137	78	26	146	45	15
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		250	0		0	0
Storage Lanes		1	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850			0.966	
Flt Protected				0.992	0.964	
Satd. Flow (prot)	1863	1583	0	1848	1735	0
Flt Permitted				0.992	0.964	
Satd. Flow (perm)	1863	1583	0	1848	1735	0
Link Speed (mph)	30			55	30	
Link Distance (ft)	1257			1497	515	
Travel Time (s)	28.6			18.6	11.7	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Adj. Flow (vph)	161	92	31	172	53	18
Shared Lane Traffic (%)						
Lane Group Flow (vph)	161	92	0	203	71	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization 29.7%	ICU Level of Service A					
Analysis Period (min) 15						

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - PM Mitigated
7: Access D & Blackjack Road

Intersection						
Int Delay, s/veh	2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑		↑	↑	
Traffic Vol, veh/h	137	78	26	146	45	15
Future Vol, veh/h	137	78	26	146	45	15
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	250	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	161	92	31	172	53	18
Major/Minor						
Major1	Major2		Minor1			
Conflicting Flow All	0	0	253	0	395	161
Stage 1	-	-	-	-	161	-
Stage 2	-	-	-	-	234	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1312	-	610	884
Stage 1	-	-	-	-	868	-
Stage 2	-	-	-	-	805	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1312	-	594	884
Mov Cap-2 Maneuver	-	-	-	-	594	-
Stage 1	-	-	-	-	868	-
Stage 2	-	-	-	-	784	-
Approach						
EB	WB		NB			
HCM Control Delay, s	0	1.2	11.2			
HCM LOS			B			
Minor Lane/Major Mvmt						
NBLn1	EBT	EBR	WBL	WBT		
Capacity (veh/h)	647	-	-	1312	-	-
HCM Lane V/C Ratio	0.109	-	-	0.023	-	-
HCM Control Delay (s)	11.2	-	-	7.8	0	
HCM Lane LOS	B	-	-	A	A	
HCM 95th %tile Q(veh)	0.4	-	-	0.1	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - PM Mitigated
8: Access E & Blackjack Road

	→	↗	↖	←	↙	↘
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑		↑	↑	
Traffic Volume (vph)	201	142	26	165	84	14
Future Volume (vph)	201	142	26	165	84	14
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		250	0		0	0
Storage Lanes		1	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850			0.981	
Flt Protected				0.993	0.959	
Satd. Flow (prot)	1863	1583	0	1850	1752	0
Flt Permitted				0.993	0.959	
Satd. Flow (perm)	1863	1583	0	1850	1752	0
Link Speed (mph)	30			55	30	
Link Distance (ft)	1589			1257	402	
Travel Time (s)	36.1			15.6	9.1	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Adj. Flow (vph)	236	167	31	194	99	16
Shared Lane Traffic (%)						
Lane Group Flow (vph)	236	167	0	225	115	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	36.2%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - PM Mitigated
8: Access E & Blackjack Road

Intersection						
Int Delay, s/veh	2.4					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑		↑	↑	
Traffic Vol, veh/h	201	142	26	165	84	14
Future Vol, veh/h	201	142	26	165	84	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	250	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	236	167	31	194	99	16
Major/Minor						
Major1	Major2		Minor1			
Conflicting Flow All	0	0	403	0	492	236
Stage 1	-	-	-	-	236	-
Stage 2	-	-	-	-	256	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1156	-	536	803
Stage 1	-	-	-	-	803	-
Stage 2	-	-	-	-	787	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1156	-	520	803
Mov Cap-2 Maneuver	-	-	-	-	520	-
Stage 1	-	-	-	-	803	-
Stage 2	-	-	-	-	763	-
Approach						
EB	WB		NB			
HCM Control Delay, s	0	1.1	13.3			
HCM LOS			B			
Minor Lane/Major Mvmt						
NBLn1	EBT	EBR	WBL	WBT		
Capacity (veh/h)	548	-	-	1156	-	-
HCM Lane V/C Ratio	0.21	-	-	0.026	-	-
HCM Control Delay (s)	13.3	-	-	8.2	0	
HCM Lane LOS	B	-	-	A	A	
HCM 95th %tile Q(veh)	0.8	-	-	0.1	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - PM Mitigated
9: Access F & Blackjack Road

	→	↗	↖	←	↙	↘
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗		↖	↘	
Traffic Volume (vph)	316	116	38	212	77	26
Future Volume (vph)	316	116	38	212	77	26
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		250	0		0	0
Storage Lanes		1	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850			0.966	
Flt Protected				0.992	0.964	
Satd. Flow (prot)	1863	1583	0	1848	1735	0
Flt Permitted				0.992	0.964	
Satd. Flow (perm)	1863	1583	0	1848	1735	0
Link Speed (mph)	30			55	30	
Link Distance (ft)	1698			1589	493	
Travel Time (s)	38.6			19.7	11.2	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Adj. Flow (vph)	372	136	45	249	91	31
Shared Lane Traffic (%)						
Lane Group Flow (vph)	372	136	0	294	122	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	45.7%			ICU Level of Service A		
Analysis Period (min)	15					

High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - PM Mitigated
9: Access F & Blackjack Road

Intersection						
Int Delay, s/veh	2.6					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑		↑	↑	
Traffic Vol, veh/h	316	116	38	212	77	26
Future Vol, veh/h	316	116	38	212	77	26
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	250	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	372	136	45	249	91	31
Major/Minor						
Major1	Major2		Minor1			
Conflicting Flow All	0	0	508	0	711	372
Stage 1	-	-	-	-	372	-
Stage 2	-	-	-	-	339	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1057	-	400	674
Stage 1	-	-	-	-	697	-
Stage 2	-	-	-	-	722	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1057	-	380	674
Mov Cap-2 Maneuver	-	-	-	-	380	-
Stage 1	-	-	-	-	697	-
Stage 2	-	-	-	-	687	-
Approach						
EB	WB		NB			
HCM Control Delay, s	0	1.3	16.7			
HCM LOS			C			
Minor Lane/Major Mvmt						
NBLn1	EBT	EBR	WBL	WBT		
Capacity (veh/h)	427	-	-	1057	-	-
HCM Lane V/C Ratio	0.284	-	-	0.042	-	-
HCM Control Delay (s)	16.7	-	-	8.6	0	
HCM Lane LOS	C	-	-	A	A	
HCM 95th %tile Q(veh)	1.2	-	-	0.1	-	

High Pointe Ranch TIA
Lanes, Volumes, Timings

2028 - Background + Site - PM Mitigated
12: Spring Hill Road & Access H

	↖	→	←	↖	↗	↘
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↖	↑	↑	↑	↖	↖
Traffic Volume (vph)	124	810	655	93	101	134
Future Volume (vph)	124	810	655	93	101	134
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	265			265	0	0
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1863	1863	1583	1770	1583
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	1770	1863	1863	1583	1770	1583
Link Speed (mph)		45	45		30	
Link Distance (ft)		710	978		621	
Travel Time (s)		10.8	14.8		14.1	
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85
Adj. Flow (vph)	146	953	771	109	119	158
Shared Lane Traffic (%)						
Lane Group Flow (vph)	146	953	771	109	119	158
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization 56.9%	ICU Level of Service B					
Analysis Period (min) 15						

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Kimley-Horn

Synchro 11 Report
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High Pointe Ranch TIA
HCM 6th TWSC

2028 - Background + Site - PM Mitigated
12: Spring Hill Road & Access H

Intersection						
Int Delay, s/veh	41.9					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↖	↑	↑	↑	↖	↖
Traffic Vol, veh/h	124	810	655	93	101	134
Future Vol, veh/h	124	810	655	93	101	134
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	265			265	0	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	146	953	771	109	119	158
Major/Minor						
Major1	Major2	Minor2				
Conflicting Flow All	880	0	-	0	2016	771
Stage 1	-	-	-	-	771	-
Stage 2	-	-	-	-	1245	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	768	-	-	-	64	400
Stage 1	-	-	-	-	456	-
Stage 2	-	-	-	-	271	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	768	-	-	-	52	400
Mov Cap-2 Maneuver	-	-	-	-	52	-
Stage 1	-	-	-	-	369	-
Stage 2	-	-	-	-	271	-
Approach						
EB	WB	SB				
HCM Control Delay, s	1.4	0	\$ 336.5			
HCM LOS			F			
Minor Lane/Major Mvmt						
EBL	EBT	WBT	WBR	SBLn1	SBLn2	
Capacity (veh/h)	768	-	-	-	52	400
HCM Lane V/C Ratio	0.19	-	-	-	2.285	0.394
HCM Control Delay (s)	10.8	-	-	-	756.8	19.7
HCM Lane LOS	B	-	-	-	F	C
HCM 95th %tile Q(veh)	0.7	-	-	-	12.1	1.8
Notes						
-: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon						

11/21/2024
Kimley-Horn

Synchro 11 Report
Page 20



May 13, 2026

Lennar Homes

On behalf of High Pointe Ranch Municipal Utility District No. 1

1231 Greenway Drive, Suite 800

Irving, TX 75038

Re: *Letter of Substantial Completion*
Highpointe Ranch East Phase 1 Paving

Ms. Hepner:

Kimley-Horn has reviewed the construction of the subject project performed by GM Construction TX. As of May 13, 2026, Paving for Highpointe Ranch East Phase 1 construction was deemed substantially complete. A copy of the latest pay application is provided showing substantial completion of East Phase 1 items.

Please feel free to contact me should you have any questions.

Sincerely,

High Pointe Ranch Municipal Utility District No. 1

By: Kimley-Horn & Associates, Inc.

A handwritten signature in black ink, appearing to read 'K Brockman', with a long horizontal flourish extending to the right.

Kyle Brockman, P.E.
Project Manager



May 13, 2026

Lennar Homes
On behalf of High Pointe Ranch Municipal Utility District No. 1
1231 Greenway Drive, Suite 800
Irving, TX 75038

Re: *Letter of Substantial Completion*
Highpointe Ranch East Phase 1 Utilities

Ms. Hepner:

Kimley-Horn has reviewed the construction of the subject project performed by KCK Utility Construction, Inc. As of May 13, 2026, Utilities for Highpointe Ranch East Phase 1 construction was deemed substantially complete. A copy of the latest pay application is provided showing substantial completion of East Phase 1 items.

Please feel free to contact me should you have any questions.

Sincerely,

High Pointe Ranch Municipal Utility District No. 1
By: Kimley-Horn & Associates, Inc.

A handwritten signature in black ink, appearing to read "K Brockman".

Kyle Brockman, P.E.
Project Manager



March 26, 2026

Lennar Homes

On behalf of High Pointe Ranch Municipal Utility District No. 1
1707 Market Place Blvd., Suite 100, Irving, TX 75063

RE: High Pointe Ranch Phase 1 East Utilities Package

Pay Estimate No: 8

Dear Board,

The attached Pay Estimate #8 was received from KCK Utility Construction, Inc. as it relates to the construction of the High Pointe Ranch Phase 1 East Utilities Package.

Based upon site observations, correspondence with contractors and construction manager, and review of applications for payment and accompanying supporting documentation and projected completion as of 3/25/2026. Kimley-Horn is in agreement with the amount of work illustrated on the attached estimate which indicates a total balance due in the amount of:

\$ 86,671.80

Please let us know if you have any questions or need further assistance in processing this estimate.

Sincerely,

A handwritten signature in black ink, appearing to read "K Brockman", written over a horizontal line.

Kyle Brockman, PE
TBPE Registration No. F-928

Attachments

cc: KCK Utility Construction, Inc.
Lennar Homes

PROGRESS ESTIMATE

Progress Period: February 26, 2026 TO March 25, 2026

Pay Estimate No: 8

Project Name: High Pointe Ranch Phase 1 East Utilities Package

Project Number: 063451712

Contract Date: 4/18/2025

OWNER	CONTRACTOR
Lennar Homes	KCK Utility Construction,
On behalf of High Pointe Ranch Municipal Utility District No. 1	2104 FM 1827
1707 Market Place Blvd., Suite 100, Irving, TX 75063	McKinney, TX 75071

Original Contract Amount:	\$	3,422,747.60
Change Orders: (see attached summary)		\$75,719.70
Revised Contract Amount:	\$	3,498,467.30
Amount Placed to Date:	\$	3,498,467.30
Less 10% Retainage:	\$	349,846.73
Total Earned Less Retainage:	\$	3,148,620.57

High Pointe Ranch Phase 1 East Utilities	
Original Contract Time to SubCom (Days):	110
Original Contract Time to Final Completion (Days)	0
Approved Time Extensions:	0
Approved Change Order Days:	0
Revised Contract Time:	110
Days Remaining:	-186
Notice to Proceed:	6/2/2025
Construction Start (+ 7 days):	6/9/2025
Original Substantial Completion:	9/27/2025
Revised Substantial Completion:	9/27/2025
Final Completion Date:	9/20/2025

Previous Payments:		
Progress Estimate #	Invoice Date	Total Invoice Amount
1	6/25/2025	\$ 440,928.00
2	7/25/2025	\$ 1,130,369.04
3	8/25/2025	\$ 1,281,792.15
4	9/25/2025	\$ 63,214.83
5	12/23/2025	\$ 35,919.00
6	1/23/2026	\$ 87,518.25
7	2/25/2026	\$ 22,207.50
		\$ 3,061,948.77
Balance to finish:		\$ 0.00
Amount Due This Period:		\$ 86,671.80

ENGINEER'S RECOMMENDATION STATEMENT

I, Kyle Brockman, PE, engineer of record with Kimley-Horn & Associates, Inc., based on my knowledge, information and belief, recommend approval of this draw request. Recommendation is based on site observations, correspondence with contractors and construction manager, and review of applications for payment and accompanying supporting documentation. In my opinion, Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. In the case of unit price work, the recommendation of payment includes determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. This recommendation is not a representation that my observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Recommended for Approval:



3/26/2026
Date

Kyle Brockman, PE
Kimley-Horn and Associates, Inc.
TBPE Registration No. F-928



KCK UTILITY CONSTRUCTION, INC.

2104 FM 1827
MCKINNEY, TX 75071

OFFICE: (214) 547-9152 FAX: (214) 547-9163

Invoice

Date	Pay App. Request #
3/25/2026	8

TO: LENNAR HOMES
ATTN: AARON WOODS
aaron.woods@lennar.com
kyle.brockman@kimley-horn.com
EMAIL: traci.mchenry@kimley-horn.com

PROJECT: HIGHPOINTE RANCH PHASE 1 EAST
CITY: AUBREY
KCK JOB #: 1515-25
OWNER JOB #:

WATER

ITEM #	CONTRACT QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL CONTRACT	UNITS TO DATE	TOTAL TO DATE	CURRENT MONTH UNITS	CURRENT MONTH TOTAL
1	4565 LF		8" PVC W/ FITTINGS	\$ 50.40	\$ 230,076.00	4,565.00	\$ 230,076.00	-	\$ -
2	3365 LF		12" PVC W/ FITTINGS	78.70	264,825.50	3,365.00	264,825.50	-	-
3	15 EA		8" GATE VALVE	1,970.00	29,550.00	15.00	29,550.00	-	-
4	11 EA		12" GATE VALVE	3,510.00	38,610.00	11.00	38,610.00	-	-
5	3 EA		12" X 8" REDUCER	700.00	2,100.00	3.00	2,100.00	-	-
6	1 EA		BAC-T SAMPLING STATION OFF OF 12	4,240.00	4,240.00	1.00	4,240.00	-	-
7	5 EA		8" PLUG	425.00	2,125.00	5.00	2,125.00	-	-
8	12 EA		FIRE HYDRANT ASSEMBLY W/ TEE, 6"	6,315.00	75,780.00	12.00	75,780.00	-	-
9	2 EA		AUTO FLUSH VALVE OFF OF 8"	5,100.00	10,200.00	2.00	10,200.00	-	-
10	1 EA		AIR RELEASE VALVE OFF OF 12"	7,540.00	7,540.00	1.00	7,540.00	-	-
11	245 EA		1" SINGLE WATER SERVICE - 104 OFF	930.00	227,850.00	245.00	227,850.00	-	-
12	2 EA		REMOVE EX. 12" PLUG & CONNECT 12	1,300.00	2,600.00	2.00	2,600.00	-	-
13	7930 LF		TRENCH SAFETY	0.10	793.00	7,930.00	793.00	-	-
14	7930 LF		CHLORINATION & TESTING	2.00	15,860.00	7,930.00	15,860.00	-	-
					\$ 912,149.50		\$ 912,149.50		\$ -

SANITARY SEWER

15	5653 LF		8" SDR-35	\$ 53.60	\$ 303,000.80	5,653.00	\$ 303,000.80	-	\$ -
16	845 LF		8" SDR-26	71.20	60,164.00	845.00	60,164.00	-	-
17	1719 LF		12" SDR-35	71.70	123,252.30	1,719.00	123,252.30	-	-
18	1211 LF		12" SDR-26	97.20	117,709.20	1,211.00	117,709.20	-	-
19	11 EA		4' DIA. MANHOLE	4,810.00	52,910.00	11.00	52,910.00	-	-
20	3 EA		4' DIA. DROP MANHOLE	9,025.00	27,075.00	3.00	27,075.00	-	-
21	9 EA		5' DIA. MANHOLE	7,365.00	66,285.00	9.00	66,285.00	-	-
22	3 EA		5' DIA. DROP MANHOLE	19,200.00	57,600.00	3.00	57,600.00	-	-
23	2 EA		CLEANOUT OFF OF 8"	985.00	1,970.00	2.00	1,970.00	-	-
24	3 EA		8" PLUG	250.00	750.00	3.00	750.00	-	-

25	258 EA	4" SEWER SERVICE - 23 OFF OF 12" S	970.00	250,260.00	258.00	250,260.00	-	-
26	220 LF	CEMENT STABILIZED BACKFILL	50.00	11,000.00	220.00	11,000.00	-	-
27	1 EA	REMOVE EX. 12" PLUG & CONNECT 12	900.00	900.00	1.00	900.00	-	-
28	9428 LF	TRENCH SAFETY	0.10	942.80	9,428.00	942.80	-	-
29	9428 LF	T.V. & TESTING	5.00	47,140.00	9,428.00	47,140.00	-	-
30	26 EA	VACUUM TESTING	220.00	5,720.00	26.00	5,720.00	26.00	5,720.00
			\$ 1,126,679.10		\$ 1,126,679.10		\$ 5,720.00	

STORM DRAINAGE

31	1306 LF	18" RCP	\$ 63.00	\$ 82,278.00	1,306.00	\$ 82,278.00	-	\$ -
32	94 LF	21" RCP	70.00	6,580.00	94.00	6,580.00	-	-
33	353 LF	24" RCP	78.00	27,534.00	353.00	27,534.00	-	-
34	1155 LF	27" RCP	96.00	110,880.00	1,155.00	110,880.00	-	-
35	105 LF	30" RCP	103.00	10,815.00	105.00	10,815.00	-	-
36	960 LF	36" RCP	125.00	120,000.00	960.00	120,000.00	-	-
37	98 LF	42" RCP	164.00	16,072.00	98.00	16,072.00	-	-
38	994 LF	48" RCP	197.00	195,818.00	994.00	195,818.00	-	-
39	45 LF	54" RCP	235.00	10,575.00	45.00	10,575.00	-	-
40	24 LF	4' X 3' RCB	253.00	6,072.00	24.00	6,072.00	-	-
41	13 LF	4' X 4' RCB	275.00	3,575.00	13.00	3,575.00	-	-
42	74 LF	5' X 4' RCB	331.00	24,494.00	74.00	24,494.00	-	-
43	564 LF	6' X 4' RCB	404.00	227,856.00	564.00	227,856.00	-	-
44	105 LF	8' X 4' GASKETED RCB	609.00	63,945.00	105.00	63,945.00	-	-
45	2 EA	5' CURB INLET	7,600.00	15,200.00	2.00	15,200.00	-	-
46	12 EA	10' CURB INLET	8,050.00	96,600.00	12.00	96,600.00	-	-
47	2 EA	10' NON STANDARD CURB INLET	8,740.00	17,480.00	2.00	17,480.00	-	-
48	7 EA	15' CURB INLET	9,315.00	65,205.00	7.00	65,205.00	-	-
49	1 EA	15' NON STANDARD CURB INLET	9,315.00	9,315.00	1.00	9,315.00	-	-
50	1 EA	3' X 3' WYE INLET	6,325.00	6,325.00	1.00	6,325.00	-	-
51	2 EA	3' JUNCTION BOX	6,000.00	12,000.00	2.00	12,000.00	-	-
52	5 EA	4' JUNCTION BOX	6,800.00	34,000.00	5.00	34,000.00	-	-
53	2 EA	5' JUNCTION BOX	7,700.00	15,400.00	2.00	15,400.00	-	-
54	1 EA	6' X 7' JUNCTION BOX	12,135.00	12,135.00	1.00	12,135.00	-	-
55	1 EA	7' X 9' JUNCTION BOX	12,365.00	12,365.00	1.00	12,365.00	-	-
56	1 LS	3' X 5' JUNCTION BOX W/ MANHOLE T	10,985.00	10,985.00	1.00	10,985.00	-	-
57	1 LS	4' X 6' JUNCTION BOX W/ MANHOLE T	11,450.00	11,450.00	1.00	11,450.00	-	-
58	1 LS	4' X 16' JUNCTION BOX W/ MANHOLE 1	17,475.00	17,475.00	1.00	17,475.00	-	-
59	7 EA	4 : 1 SLOPED END HEADWALL - 8' X 4'	8,225.00	57,575.00	7.00	57,575.00	4.00	32,900.00
60	119 SY	GROUTED STONE RIP RAP	104.00	12,376.00	119.00	12,376.00	119.00	12,376.00
61	5890 LF	TRENCH SAFETY	0.10	589.00	5,890.00	589.00	-	-
62	5890 LF	T.V. INSPECTION	5.00	29,450.00	5,890.00	29,450.00	5,890.00	29,450.00
			\$ 1,342,419.00		\$ 1,342,419.00		\$ 74,726.00	

MISC.

1	1 LS	PAYMENT, PERFORMANCE & MAINTENANCE	\$ 41,500.00	\$ 41,500.00	1.00	\$ 41,500.00	0.25	\$ 10,375.00
			\$ 41,500.00		\$ 41,500.00		\$ 10,375.00	

CHANGE ORDER NO.1 CHANGES MADE FROM BID SET OF PLANS TO CITY APPROVED SET OF PLANS.**WATER**

3	2 EA	8" GATE VALVE	\$ 1,970.00	\$ 3,940.00	2.00	\$ 3,940.00	-	\$ -
4	1 EA	12" GATE VALVE	3,510.00	3,510.00	1.00	3,510.00	-	-
5	1 EA	12" X 8" REDUCER	700.00	700.00	1.00	700.00	-	-
8	1 EA	FIRE HYDRANT ASSEMBLY	6,315.00	6,315.00	1.00	6,315.00	-	-
ADDED	1 EA	2" IRRIGATION SERVICE	2,010.00	2,010.00	1.00	2,010.00	-	-
ADDED	124 LF	4" IRRIGATION SLEEVES	36.00	4,464.00	124.00	4,464.00	-	-

SANITARY SEWER

15	46 LF	8" SDR-35	53.60	2,465.60	46.00	2,465.60	-	-
17	-268 LF	12" SDR-35	71.70	(19,215.60)	(268.00)	(19,215.60)	-	-
18	-333 LF	12" SDR-26	97.20	(32,367.60)	(333.00)	(32,367.60)	-	-
26	20 LF	CEMENT STABILIZED BACKFILL	50.00	1,000.00	20.00	1,000.00	-	-
28	130 LF	TRENCH SAFETY	0.10	13.00	130.00	13.00	-	-
29	130 LF	T.V. & TESTING	5.00	650.00	130.00	650.00	-	-
ADDED	685 LF	15" SDR-26	112.00	76,720.00	685.00	76,720.00	-	-
ADDED	30 LF	18" STEEL ENCASEMENT FOR 12"	180.50	5,415.00	30.00	5,415.00	-	-

STORM DRAINAGE

34	-15 LF	27" RCP	96.00	(1,440.00)	(15.00)	(1,440.00)	-	-
36	15 LF	36" RCP	125.00	1,875.00	15.00	1,875.00	-	-
38	336 LF	48" RCP	197.00	66,192.00	336.00	66,192.00	-	-
41	-13 LF	4' X 4' RCB	275.00	(3,575.00)	(13.00)	(3,575.00)	-	-
60	34 SY	GROUTED STONE RIP RAP	104.00	3,536.00	34.00	3,536.00	34.00	3,536.00
61	323 LF	TRENCH SAFETY	0.10	32.30	323.00	32.30	-	-
62	323 LF	T.V. INSPECTION	5.00	1,615.00	323.00	1,615.00	323.00	1,615.00

MISC.

1	1 LS	PAYMENT, PERFORMANCE & MAINTENANCE	1,320.00	1,320.00	1.00	1,320.00	0.25	330.00
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\$ 125,174.70 \$ 125,174.70 \$ 5,481.00

CHANGE ORDER NO.2 CHANGES MADE FROM BID SET OF PLANS TO CITY APPROVED SET OF PLANS.**WATER**

11	-59 EA	1" SINGLE WATER SERVICE	\$ 930.00	\$ (54,870.00)	(59.00)	\$ (54,870.00)	-	\$ -
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SANITARY SEWER

ADDED	30 LF	18" STEEL ENCASEMENT FOR 12"	180.50	5,415.00	30.00	5,415.00	-	-
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\$ (49,455.00) \$ (49,455.00) \$ -

PREVIOUS PAYMENTS

7/25/2025	\$ 440,928.00							
8/14/2025	\$ 1,130,369.04							
9/15/2025	\$ 1,088,397.09							
10/30/2025	\$ 256,610.79							
1/22/2026	\$ 35,919.00							
2/18/2026	\$ 87,518.25							
TOTAL		\$ 3,039,742.17						
			ORIGINAL CONTRACT TOTAL	\$ 3,422,747.60				
			REVISED CONTRACT TOTAL	\$ 3,498,467.30				
			TOTAL COMPLETED TO DATE	\$ 3,498,467.30				
			LESS RETAINAGE @ 10%	\$ 349,846.73				
			SUBTOTAL	\$ 3,148,620.57				
			LESS PREVIOUS PAYMENTS	\$ 3,039,742.17				
			TOTAL DUE	\$ 108,878.40				
					TOTAL COMPLETED THIS MONTH	\$ 96,302.00		
					LESS RETAINAGE @ 10%	\$ 9,630.20		
					AMOUNT DUE THIS PAY APP	\$ 86,671.80		

WAIVER AND LIEN RELEASE UPON PARTIAL PAYMENT

STATE OF TEXAS

COUNTY OF DENTON

The undersigned was contracted or hired Lennar Homes on behalf of High Pointe Ranch Municipal Utility District No. 1 to furnish labor and / or materials in connection with certain improvements to real property known as Highpointe Ranch Phase 1 East Utilities Package.

Contractor: KCK Utility Construction, Inc.

This payment: \$86,671.80

Total Paid Including This Payment: \$3,148,620.57

For Work Performed Through Date of: 3/31/2026

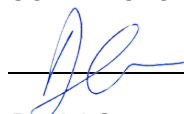
Estimate Number: 8

Upon receipt of this payment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby waive and release any mechanic's lien or materialman's lien or claims of lien, including any constitutional lien or claim thereto, that the undersigned has or hereafter has on the above mentioned real property and/or improvements thereon on account of any work furnished or to be furnished by the undersigned whether pursuant to the above mentioned contract or otherwise.

The undersigned further certifies and warrants that there are no known mechanic's or materialman's liens outstanding as of the date hereof, that all bills incurred by it with respect to the work will be paid within 10 days of the receipt of the above amount or sooner, and that there is no known basis for the filling of any mechanic's or materialman's lien on the property and/or improvements above described by any person or entity performing work on behalf of the undersigned of, and to the extent permitted by applicable law, the undersigned does hereby waive and release any mechanic's or materialman's lien or claims lien of any other such person or entity, and further agrees to indemnify and hold the owner harmless from and said lien or claim including the payment of related costs, expenses and reasonable attorney's fees.

KCK Utility Construction, Inc.

CONTRACTOR



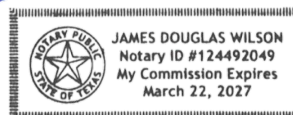
Daniel Cannon, Vice President

Printed Name & Title

Subscribed and sworn to before me, the undersigned authority, on this the 25th day of March

2026.

Notary Public for State of Texas



Affidavit of Bills Paid

State of Texas
County of Denton

OWNER: Lennar Homes on behalf of High Pointe Ranch Municipal Utility
District No. 1

PROJECT: **Highpointe Ranch Phase 1 East Utilities Package**

CONTRACTOR: KCK Utility Construction, Inc.

All just and lawful invoices against the above named Contractor, for labor, materials and expendable equipment employed in the performance of said Project have been paid in full prior to acceptance of payments from Owner.

The Contractor agrees to indemnify and hold the Owner and Engineers harmless from all liability arising from claims by subcontractors, materialmen and suppliers under Contract.

No claims have been made or filed upon the payment bond, and the Contractor has not received any claims or notice of claims from the subcontractor, materialmen and suppliers.

KCK Utility Construction, Inc.

CONTRACTOR



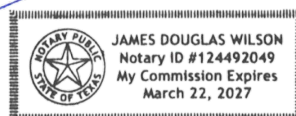
Daniel Cannon, Vice President

Printed Name & Title

Subscribed and sworn to before me, the undersigned authority, on this the 25th day of March

2026.

Notary Public for State of Texas



**DAWN WAYE**

DENTON COUNTY TAX ASSESSOR/COLLECTOR
P O BOX 90223
DENTON, TX 76202
(940) 349-3500

Tax Certificate

Property Account Number:
1060177DEN

Statement Date: 03/30/2026
Owner: ANDIRON TX 5 LLC
Mailing Address:
520 MADISON AVE FL 21
NEW YORK NY 100224336

Property Location: E BLACKJACK RD
Legal: A1243A F. TREVINO|TR 29A|23.68
29A|23.6880

TAX CERTIFICATE FOR ACCOUNT : 1060177DEN
AD NUMBER: A1243A-000-029A-0000
GF NUMBER:
CERTIFICATE NO : 47036343

DATE : 3/30/2026

PAGE 1 OF 2

FEE : \$10.00

PROPERTY DESCRIPTION

A1243A F. TREVINO|TR 29A|23.68
80

COLLECTING AGENCY

DENTON COUNTY
P O BOX 90223
DENTON TX 76202

E BLACKJACK RD
23.688 ACRES

REQUESTED BY

KIMLEY HORN & ASSOCIATES INC

PROPERTY OWNER

ANDIRON TX 5 LLC

6160 WARREN PARKWAY SUITE 210
FRISCO TX 75034

520 MADISON AVE FL 21
NEW YORK NY 100224336

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE DENTON COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY TAX MAY BE RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE).

☒ TAXES FOR 2026 HAVE NOT BEEN BILLED OR CALCULATED.
☐ 26.11 GOVERNMENT ACQUISITION - PLEASE SEE ATTACHED WORKSHEET.

CURRENT VALUES

LAND MKT VALUE: 782
AG LAND VALUE: 1,901,219
APPRAISED VALUE: 1,902,001
EXEMPTIONS: Ag 1D1
LAWSUITS:

IMPROVEMENT : 0
DEF HOMESTEAD: 0
LIMITED VALUE: 0

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2025	AUBREY ISD	0.00	0.00	0.00	0.00	0.00	0.00
2025	CITY OF AUBREY	0.00	0.00	0.00	0.00	0.00	0.00
2025	DENTON COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
2025	HIGH POINTE RANCH MUD 1	0.00	0.00	0.00	0.00	0.00	0.00
2025 SUB TOTAL							\$0.00

ACCOUNT NUMBER: 1060177DEN

CERTIFICATE NO : 47036343

PAGE 2 OF 2

TOTAL CERTIFIED TAX DUE 3/2026 : \$0.00

ISSUED TO : KIMLEY HORN & ASSOCIATES INC
ACCOUNT NUMBER: 1060177DEN



CERTIFIED BY:

Dawn W. Hage
AUTHORIZED AGENT OF DENTON COUNTY

AM

1 pages attached

**DAWN WAYE**

DENTON COUNTY TAX ASSESSOR/COLLECTOR
P O BOX 90223
DENTON, TX 76202
(940) 349-3500

Tax Certificate

Property Account Number:
1060175DEN

Statement Date: 03/30/2026
Owner: ANDIRON TX 5 LLC
Mailing Address:
520 MADISON AVE FL 21
NEW YORK NY 100224336

Property Location: 0001146 E BLACKJACK RD
Legal: A1243A F. TREVINO|TR 28A|10.8240

TAX CERTIFICATE FOR ACCOUNT : 1060175DEN
AD NUMBER: A1243A-000-028A-0000
GF NUMBER:
CERTIFICATE NO : 47036347

DATE : 3/30/2026
FEE : \$10.00
PROPERTY DESCRIPTION
A1243A F. TREVINO|TR 28A|10.8240

PAGE 1 OF 2

COLLECTING AGENCY

DENTON COUNTY
P O BOX 90223
DENTON TX 76202

0001146 E BLACKJACK RD
10.824 ACRES

REQUESTED BY

KIMLEY HORN & ASSOCIATES INC

PROPERTY OWNER

ANDIRON TX 5 LLC

6160 WARREN PARKWAY SUITE 210
FRISCO TX 75034

520 MADISON AVE FL 21
NEW YORK NY 100224336

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE DENTON COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY TAX MAY BE RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE).

☒ TAXES FOR 2026 HAVE NOT BEEN BILLED OR CALCULATED.
☐ 26.11 GOVERNMENT ACQUISITION - PLEASE SEE ATTACHED WORKSHEET.

CURRENT VALUES

LAND MKT VALUE:	357	IMPROVEMENT :	0
AG LAND VALUE:	1,024,485	DEF HOMESTEAD:	0
APPRAISED VALUE:	1,024,842	LIMITED VALUE:	0
EXEMPTIONS:	Ag 1D1		
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2025	AUBREY ISD	0.00	0.00	0.00	0.00	0.00	0.00
2025	CITY OF AUBREY	0.00	0.00	0.00	0.00	0.00	0.00
2025	DENTON COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
2025	HIGH POINTE RANCH MUD 1	0.00	0.00	0.00	0.00	0.00	0.00
2025 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 3/2026 :

\$0.00

ISSUED TO :
ACCOUNT NUMBER:

KIMLEY HORN & ASSOCIATES INC
1060175DEN



CERTIFIED BY:

Dawn W. Age
AUTHORIZED AGENT OF DENTON COUNTY

ds

1 pages attached

Denton County Tax Office

Printed: 3/30/2026

9:12:42AM

Page 1 of 1

Multiple Account

Batch Number = 202603305005 and Payment Number = 17323763

Remitted By:

Cash/Check #: CASH

Amount Paid:

\$30.00

KL LB BUY 3 LLC
6900 E CAMELBACK RD STE 800
SCOTTSDALE, AZ 852512431

1050124DEN

Acres: 31.06700

Property Location:

Owner: KL LB BUY 3 LLC
6900 E CAMELBACK RD STE 800
SCOTTSDALE, AZ 852512431

Legal: A1243A F. TREVINO|TR 36G|31.067 ACRES

Year	Tax Unit	Taxable Value	Tax Rate Per \$100	Payment Date	Amount Paid
2025	DENTON COUNTY	\$2,837,015.00	\$0.185938	03/30/2026	\$10.00
Exemptions					\$10.00

1060175DEN

Acres: 10.82400

Property Location: 0001146 E BLACKJACK RD

Owner: ANDIRON TX 5 LLC
520 MADISON AVE FL 21
NEW YORK, NY 100224336

Legal: A1243A F. TREVINO|TR 28A|10.8240

Year	Tax Unit	Taxable Value	Tax Rate Per \$100	Payment Date	Amount Paid
2025	DENTON COUNTY	\$357.00	\$0.185938	03/30/2026	\$10.00
Exemptions AG002					\$10.00

1060177DEN

Acres: 23.68800

Property Location: E BLACKJACK RD

Owner: ANDIRON TX 5 LLC
520 MADISON AVE FL 21
NEW YORK, NY 100224336

Legal: A1243A F. TREVINO|TR 29A|23.6880

Year	Tax Unit	Taxable Value	Tax Rate Per \$100	Payment Date	Amount Paid
2025	DENTON COUNTY	\$782.00	\$0.185938	03/30/2026	\$10.00
Exemptions AG002					\$10.00



May 13, 2026

Lennar Homes
On behalf of High Pointe Ranch Municipal Utility District No. 1
1231 Greenway Drive, Suite 800
Irving, TX 75038

Re: *Letter of Substantial Completion*
Highpointe Ranch East Phase 1 Clearing & Grading

Ms. Hepner:

Kimley-Horn has reviewed the construction of the subject project performed by Black Jack Civil Services and De Leon Excavating. As of May 13, 2026, Clearing & Grading for Highpointe Ranch East Phase 1 construction was deemed substantially complete. A copy of the latest pay application is provided showing substantial completion of East Phase 1 items.

Please feel free to contact me should you have any questions.

Sincerely,

High Pointe Ranch Municipal Utility District No. 1
By: Kimley-Horn & Associates, Inc.

A handwritten signature in black ink, appearing to read 'K Brockman', with a long horizontal flourish extending to the right.

Kyle Brockman, P.E.
Project Manager



March 23, 2026

Lennar Homes
On behalf of High Pointe Ranch Municipal Utility District No. 1
1231 Greenway Drive, Suite 800
Irving, TX 75038

RE: High Pointe Ranch Phase 1 East Paving Package

Pay Estimate No: 4

Dear Board,

The attached Pay Estimate #4 was received from GM Construction TX as it relates to the construction of the High Pointe Ranch Phase 1 East Paving Package.

Based upon site observations, correspondence with contractors and construction manager, and review of applications for payment and accompanying supporting documentation and projected completion as of 3/20/26, Kimley-Horn is in agreement with the amount of work illustrated on the attached estimate which indicates a total balance due in the amount of:

\$ 12,457.26

Please let us know if you have any questions or need further assistance in processing this estimate.

Sincerely,

A handwritten signature in black ink, appearing to read "K Brockman", written over a horizontal line.

Kyle Brockman, PE
TBPE Registration No. F-928

Attachments

cc: GM Construction TX
Lennar Homes

PROGRESS ESTIMATE

Progress Period: February 13, 2025 TO March 20, 2026

Pay Estimate No: 4
Project Name: High Pointe Ranch Phase 1 East Paving Package
Project Number: 063451883
Contract Date: 7/18/2025

OWNER
Lennar Homes
On behalf of High Pointe Ranch Municipal Utility District No. 1
1231 Greenway Drive, Suite 800
Irving, TX 75038

CONTRACTOR
GM Construction TX
PO Box 851
Prosper, TX 75078

Original Contract Amount:	\$	1,425,318.45
Change Orders: (see attached summary)		-\$17,173.75
Revised Contract Amount:	\$	1,408,144.70
Amount Placed to Date:	\$	1,348,976.70
Less 10% Retainage:	\$	134,897.67
Total Earned Less Retainage:	\$	1,214,079.03

High Pointe Ranch Phase 1 East Paving	
Original Contract Time to SubCom (Days):	30
Original Contract Time to Final Completion (Days)	10
Approved Time Extensions:	0
Approved Change Order Days:	0
Revised Contract Time:	30
Days Remaining:	-135
Notice to Proceed:	10/6/2025
Construction Start (+ 7 days):	10/13/2025
Original Substantial Completion:	11/12/2025
Revised Substantial Completion:	11/12/2025
Final Completion Date:	11/15/2025

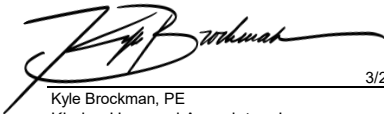
Previous Payments:		
Progress Estimate #	Invoice Date	Total Invoice Amount
1	11/24/2025	\$ 880,355.88
2	12/19/2025	\$ 272,022.57
3	2/12/2026	\$ 49,243.32
		\$ 1,201,621.77

Balance to finish:	\$	59,168.00
Amount Due This Period:	\$	12,457.26

ENGINEER'S RECOMMENDATION STATEMENT

I, Kyle Brockman, PE, engineer of record with Kimley-Horn & Associates, Inc., based on my knowledge, information and belief, recommend approval of this draw request. Recommendation is based on site observations, correspondence with contractors and construction manager, and review of applications for payment and accompanying supporting documentation. In my opinion, Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. In the case of unit price work, the recommendation of payment includes determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. This recommendation is not a representation that my observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Recommended for Approval:



3/23/2026
Date

Kyle Brockman, PE
Kimley-Horn and Associates, Inc.
TBPE Registration No. F-928

EJCDC ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE		Contractor's Application for Payment No.: 4	
		Application Period: 02.13.2026 - 03.20.2026	Application Date: 03.20.2026
To (Owner): Lennar Homes of Texas Land & Construction, Ltd.	From (Contractor): GM Construction TX	Via (Engineer): Kimley-Horn and Associates, Inc.	
Project: Highpointe Ranch EAST Ph12	Contract: Highpointe Ranch EAST Ph 1, Aubrey, Texas		
Owner's Contract No.:	Contractor's Project No.: 25-1137	Engineer's Project No.: HPR-P1E #30-2025	

**Application For Payment
Change Order Summary**

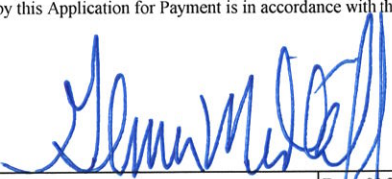
Approved Change Orders		
Number	Additions	Deductions
ONE	\$ 7,503.25	
TWO	\$ -	\$ 24,677.00
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
TOTALS	\$ 7,503.25	\$ 24,677.00
NET CHANGE BY CHANGE ORDERS	\$	(17,173.75)

1. ORIGINAL CONTRACT PRICE.....	\$ 1,425,318.45
2. Net change by Change Orders.....	\$ (17,173.75)
3. Current Contract Price (Line 1 ± 2).....	\$ 1,408,144.70
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 1,348,976.70
5. RETAINAGE:	
a. 10% X 1,348,976.70 Work Completed.....	\$ 134,897.67
b. 10% X Stored Material.....	\$ -
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 134,897.67
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 1,214,079.03
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 1,201,621.77
8. AMOUNT DUE THIS APPLICATION.....	\$ 12,457.26
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 194,065.67

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: 

By: Glenn Midkiff, President

Date: 03.20.2026

Payment of:	\$	12,457.26
		(Line 8 or other - attach explanation of the other amount)
is recommended by:	_____	_____
	(Engineer)	(Date)
Payment of:	\$	
		(Line 8 or other - attach explanation of the other amount)
is approved by:	_____	_____
	(Owner)	(Date)
Approved by:	_____	_____
	Funding or Financing Entity (if applicable)	(Date)

Contractor's Application

EJCDC® C-620 Contractor's Application for Payment
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Page 1 of 1

WAIVER AND LIEN RELEASE UPON PARTIAL PAYMENT

STATE OF TEXAS

COUNTY OF DENTON

The undersigned was contracted or hired Lennar Homes on behalf of High Pointe Ranch Municipal Utility District No. 1 to furnish labor and / or materials in connection with certain improvements to real property known as Highpointe Ranch Phase 1 East Paving Package.

Contractor: GM Construction TX

This payment: \$ 12,457.26

Total Paid Including This Payment: \$ 1,214,079.03

For Work Performed Through Date of: 03.20.2026

Estimate Number: Four

Upon receipt of this payment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby waive and release any mechanic's lien or materialman's lien or claims of lien, including any constitutional lien or claim thereto, that the undersigned has or hereafter has on the above mentioned real property and/or improvements thereon on account of any work furnished or to be furnished by the undersigned whether pursuant to the above mentioned contract or otherwise.

The undersigned further certifies and warrants that there are no known mechanic's or materialman's liens outstanding as of the date hereof, that all bills incurred by it with respect to the work will be paid within 10 days of the receipt of the above amount or sooner, and that there is no known basis for the filing of any mechanic's or materialman's lien on the property and/or improvements above described by any person or entity performing work on behalf of the undersigned of, and to the extent permitted by applicable law, the undersigned does hereby waive and release any mechanic's or materialman's lien or claims lien of any other such person or entity, and further agrees to indemnify and hold the owner harmless from and said lien or claim including the payment of related costs, expenses and reasonable attorney's fees.

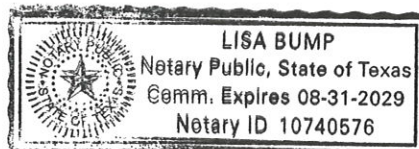
GM Construction TX

CONTRACTOR

Glenn Midkiff, President

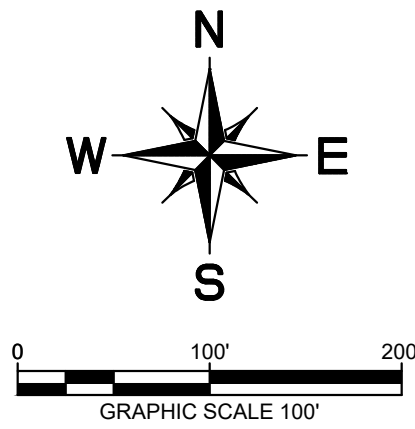
Printed Name & Title

Subscribed and sworn to before me, the undersigned authority, on this the ^{20th} day of March 2026.



Notary Public for State of Texas

Plotted By: Rhynes, Roday Date: June 05, 2025 11:35:51am File Path: K:\FR-Civil\063451861-High Pointe Ranch\Submittals\Address Maps\CAD Address Map\High Pointe Ranch PHIE Address Map.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND

24

LOT NUMBER

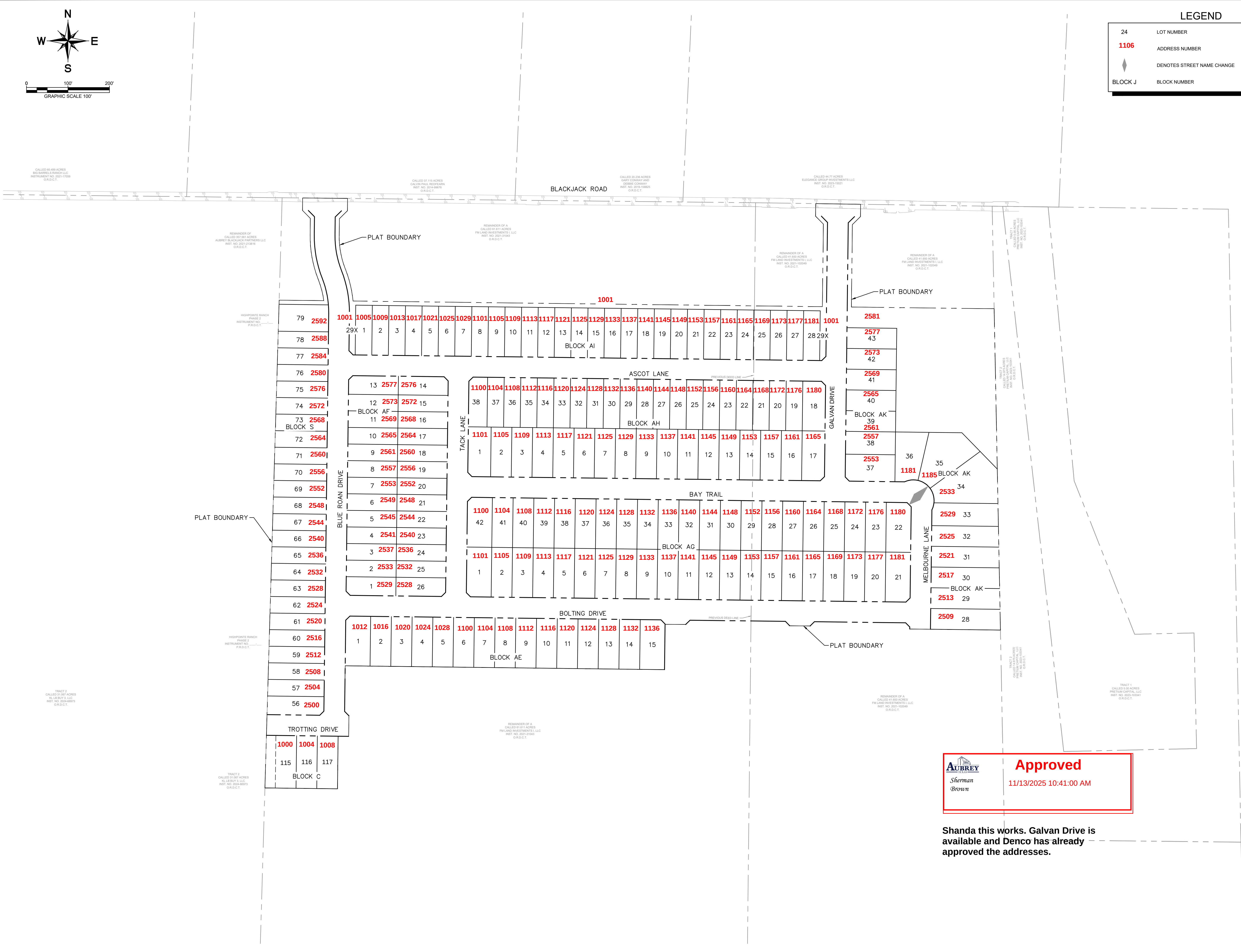
1106

ADDRESS NUMBER

DENOTES STREET NAME CHANGE

BLOCK J

BLOCK NUMBER



Approved

11/13/2025 10:41:00 AM

Shanda this works. Galvan Drive is available and Denco has already approved the addresses.

HIGHPOINTE RANCH

PHASE 1 EAST

CITY OF AUBREY

DENTON COUNTY, TEXAS

SHEET NUMBER

EX-1E

ADDRESS MAP

KHA PROJECT

063451861

DATE

JANUARY 2025

SCALE

AS SHOWN

DESIGNED BY:

BBA

DRAWN BY:

BBA

CHECKED BY:

KPB

Kimley»Horn

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.

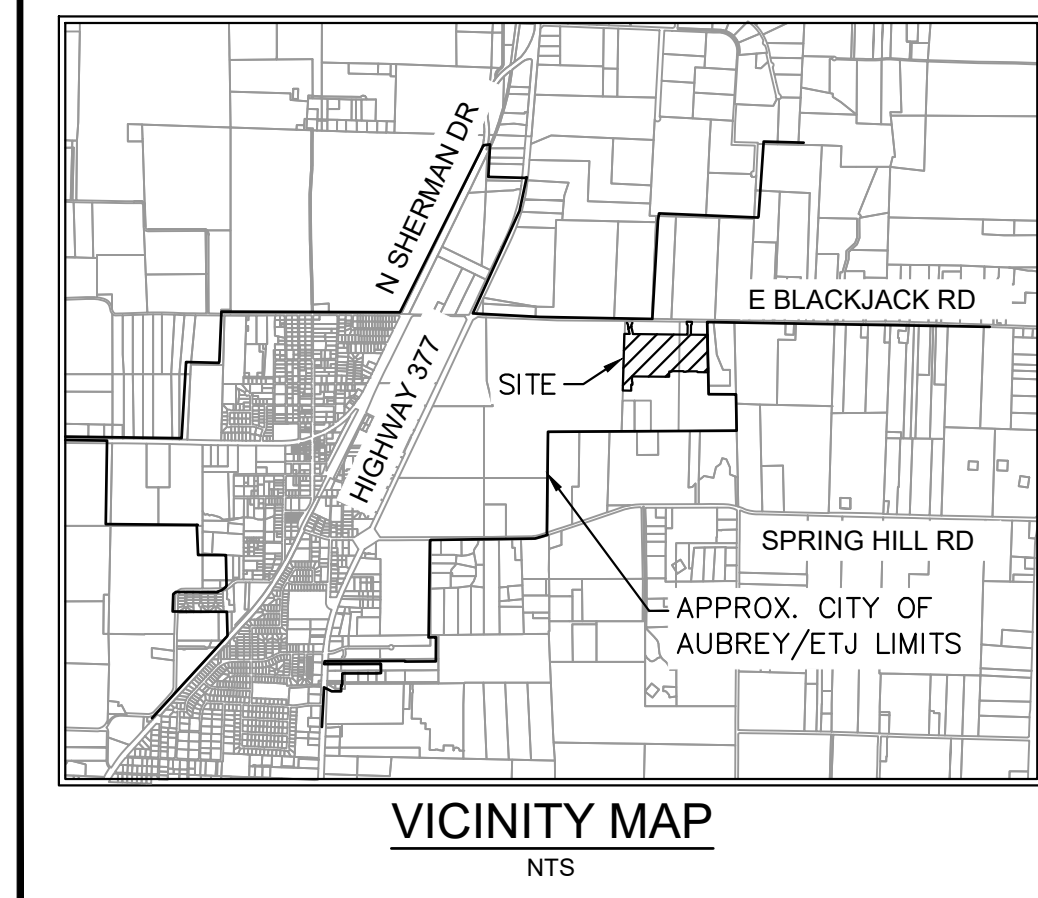
6160 WARREN PARKWAY, SUITE 210, FRISCO, TX 75034

PHONE: 972-335-3580

WWW.KIMLEY-HORN.COM

TEXAS REGISTERED ENGINEERING FIRM F-928

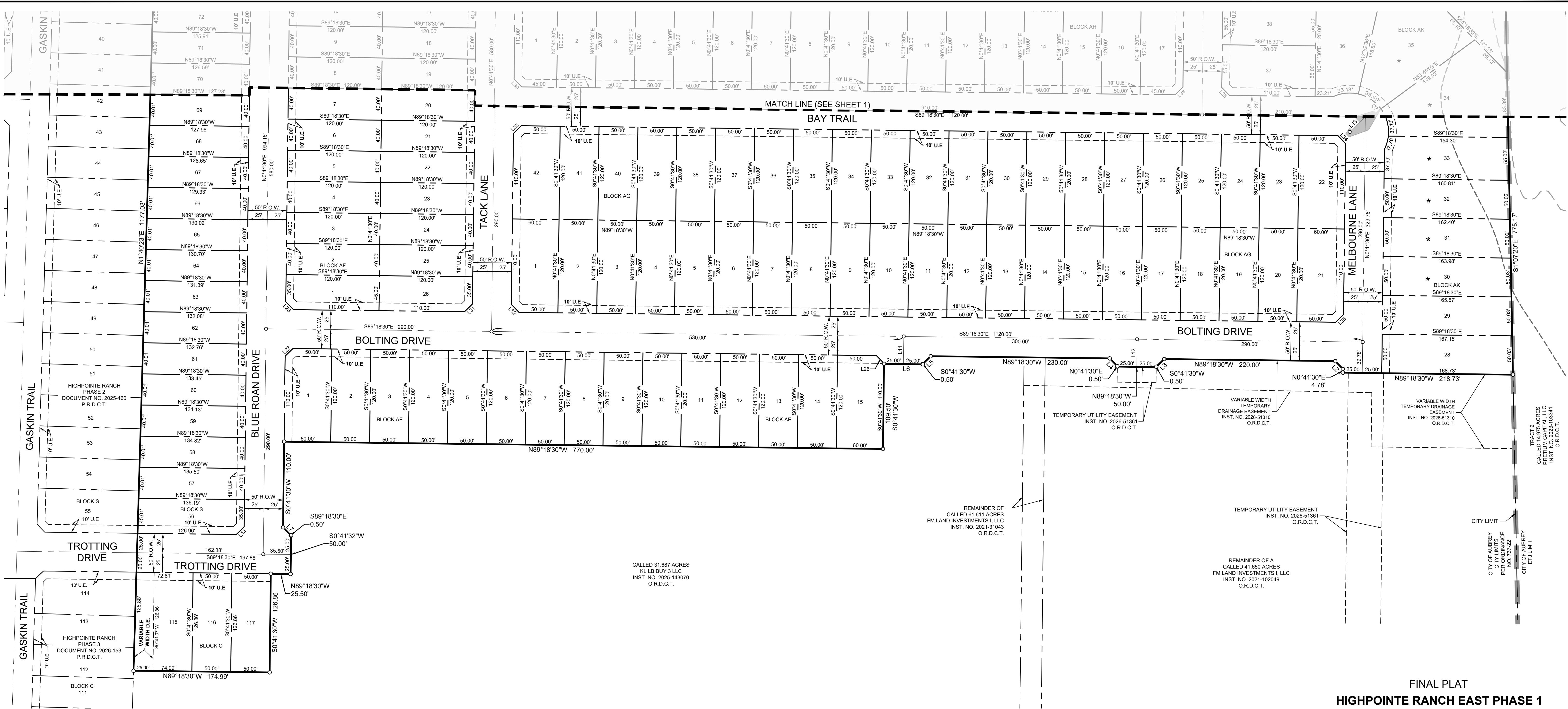
Page 353 of 1066



10. FLOOD STATEMENT: According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48121-C0265G, for Denton County, Texas and incorporated areas, dated 04/18/2011, this property is located within Zone X (unshaded) (Areas determined to be outside the 0.2% annual chance floodplain) and Zone A (shaded) as "Special flood hazard areas (SFHA) subject to flooding by the (1) by the (2) by the (3) by the (4) by the (5) by the (6) by the (7) by the (8) by the (9) by the (10) by the (11) by the (12) by the (13) by the (14) by the (15) by the (16) by the (17) by the (18) by the (19) by the (20) by the (21) by the (22) by the (23) by the (24) by the (25) by the (26) by the (27) by the (28) by the (29) by the (30) by the (31) by the (32) by the (33) by the (34) by the (35) by the (36) by the (37) by the (38) by the (39) by the (40) by the (41) by the (42) by the (43) by the (44) by the (45) by the (46) by the (47) by the (48) by the (49) by the (50) by the (51) by the (52) by the (53) 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LINE TYPE LEGEND	
	BOUNDARY LINE
	EASEMENT LINE
	PHASE LINE
	BUILDING LINE

Page 35



FINAL PLAT
HIGHPOINTE RANCH EAST PHASE 1
35.254 ACRES

BLOCK C, LOTS 115-117;
BLOCK AE, LOTS 1-15, BLOCK AF, LOTS 1-26,
BLOCK AG, LOTS 1-42, BLOCK AH, LOTS 1-38,
BLOCK AI, LOTS 1-28, AND LOT 29X-HOA,
BLOCK AK, LOTS 28-43, AND LOT 44X-HOA,
BLOCK S, LOTS 56-79, AND LOT 80X-HOA,

192 RESIDENTIAL LOTS
3 HOA LOTS

F. TREVINO SURVEY, ABSTRACT NO. 1243
CITY OF AUBREY, DENTON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034

FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	CDS	KHA	05/11/2026	063451861	2 OF 4

OWNER:
Andron Tx 5, LLC
520 Madison Avenue, 21st Floor
New York, NY 10022
Phone: 212-751-5940
Contact: Houdin Honanvar

SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact: Sylviaana Gunawan, R.P.L.S.

APPLICANT:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact: Thomas L. Fletcher, P.E.

Notes :

- All corners to be set where applicable after completion of construction on the property. Corners will be monumented with a 5/8 inch iron rod with red plastic cap stamped "KHA", unless otherwise noted.
- Selling a portion of this addition by metes and bounds is a violation of City Ordinance and state law and is subject to fines and withholding of utilities and building permits.
- All surface drainage easements shall be kept clear of fences, buildings, foundations, plantings and other obstructions to the operation and maintenance of the drainage facility.
- Blocking the flow of water or constructing improvements in surface drainage easements, and filling or obstructing the roadway is prohibited.
- The City of Aubrey will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding conditions.
- The existing creeks or drainage channels traversing along or across the addition will remain as open channels and shall be maintained by the HOA.
- Construction not completed within two years of approval subject to current City of Aubrey Subdivision Rules and Regulations.
- No construction, without written approval from the City of Aubrey shall be allowed within an identified "FIRM" floodplain area, and then only after a detailed floodplain development permit including engineering plans and studies show that no rise in the Base Flood Elevation (BFE) will result, that no flooding will result, that no obstruction to the natural flow of water will result, and subject to all owners of the property affected by such construction becoming a party to the request. Where construction is permitted, all finish floor elevations shall be a minimum of two foot above the 100-year flood elevation.
- The City of Aubrey will be responsible for the maintenance of all public infrastructure that is constructed in right-of-way or easements that are dedicated to the public or the City of Aubrey.
- FLOOD STATEMENT: According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48121C0265G, for Denton County, Texas and incorporated areas, dated 04/18/2011, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain" and Zone A defined as "Special flood hazard areas (SFHAs) subject to inundation by the 1% annual chance flood (No Base Flood Elevations determined)". If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor. Minimum finished floor elevations are at least 2 feet above the 100 year flood plain.

- Water service to be provided by the City of Aubrey.
- Sanitary Sewer to be provided by the City of Aubrey.
- The City of Aubrey shall not be responsible for the maintenance of any private facilities, including but not limited to, HOA or High Pointe Ranch Municipal Utility District No. 1 open space lots, private parks, amenity center(s), development signage and entry features. Maintenance of these facilities shall be the responsibility of either the HOA or High Pointe Ranch Municipal Utility District No. 1, and the HOA and High Pointe Ranch Municipal Utility District No. 1 hold harmless the City of Aubrey, from all claims, damages and losses arising out of or resulting from performance of the obligations said HOA or High Pointe Ranch Municipal Utility District No. 1.
- All utilities and drainage structures are located in the right-of-way except as shown.
- All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999855348.
- Block AI, Lot 29X, Block AK, Lot 44X, and Block S, Lot 80X shall be dedicated to the Home Owners Association and shall be owned and maintained by the HOA.
- Lots within proposed reclaimed flood zone are indicated on the plat with a ★. No building permits will be issued on Lots 30-35, Block AK until a Letter of Map Revision (LOMR) has been approved by FEMA.
- Proposed limits of post-project Zone "AE" is based upon Highpointe Ranch East Downstream Assessment and Floodplain Study dated 2/14/2025 by Kimley-Horn and Associates, Inc.

LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S89°23'35"E	49.36'	L21	S44°14'16"E	21.23'
L2	N44°18'30"W	14.14'	L22	S89°09'52"E	14.16'
L3	S45°41'30"W	14.14'	L23	S89°09'52"E	14.14'
L4	N44°18'30"W	14.14'	L24	N45°45'44"E	21.17'
L5	S45°41'30"W	14.14'	L25	S44°18'30"E	14.14'
L6	N89°18'30"W	50.00'	L26	N44°18'30"W	14.14'
L7	S44°18'30"E	14.14'	L27	N45°41'30"E	14.14'
L8	N00°41'30"E	39.92'	L28	N44°18'30"W	14.14'
L9	N44°21'02"W	27.04'	L29	N45°41'30"E	14.14'
L10	N00°36'25"E	30.00'	L30	N44°18'30"W	14.14'
L11	N00°41'30"E	35.50'	L31	N45°41'30"E	14.14'
L12	N00°41'30"E	35.50'	L32	S44°18'30"E	14.14'
L13	S45°41'30"W	28.28'	L33	N45°41'30"E	14.14'
L14	N45°41'30"E	14.14'	L34	S44°18'30"E	14.14'
L15	S44°21'02"E	21.20'	L35	N45°41'30"E	14.14'
L16	N89°23'35"W	14.13'	L36	N45°41'30"E	14.14'
L17	N89°23'35"W	14.15'	L37	S44°18'30"E	14.14'
L18	N45°38'58"E	21.23'	L38	N45°41'30"E	14.14'
L19	S44°18'30"E	14.14'	L39	S44°18'30"E	14.14'
L20	N45°41'30"E	14.14'			

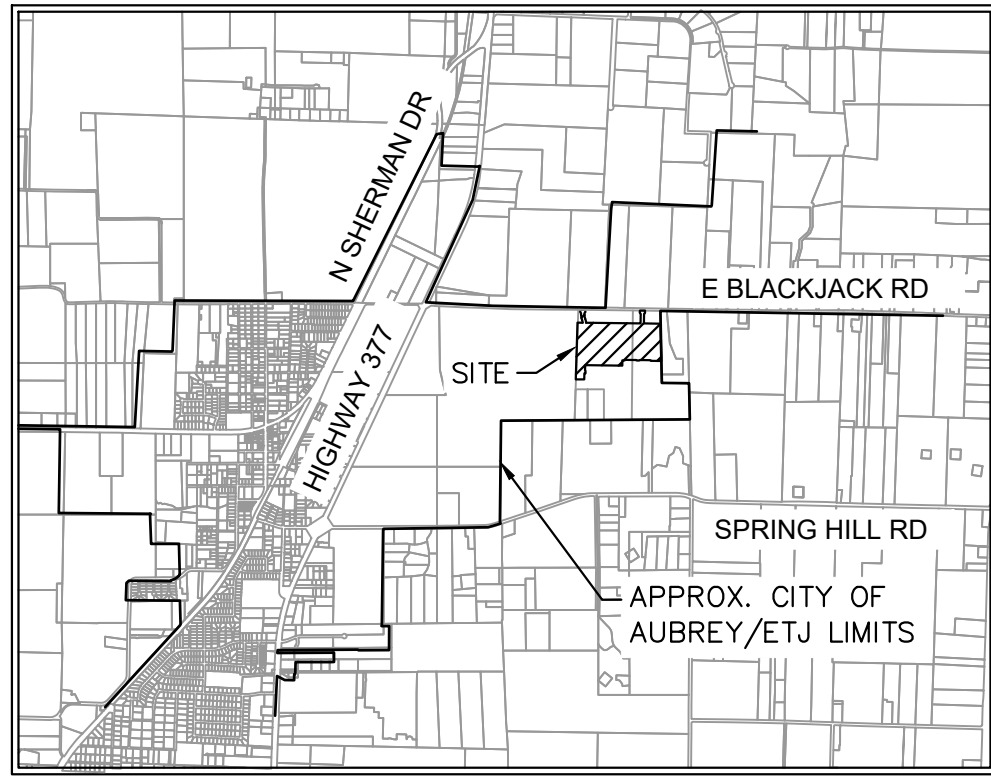
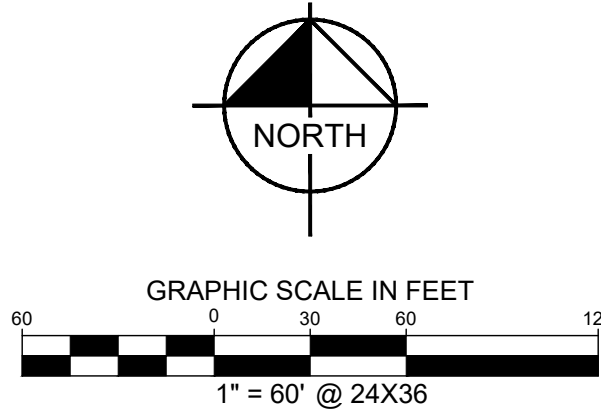
CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	22°11'52"	215.00'	83.30'	S10°24'26"E 82.78'
C2	15°59'06"	285.00'	79.51'	S13°30'49"E 79.25'
C3	13°57'00"	215.00'	52.35'	N14°31'52"W 52.22'
C4	22°11'52"	285.00'	110.42'	N10°24'26"W 109.73'
C5	22°11'52"	250.00'	96.86'	N10°24'26"W 96.25'
C6	22°11'52"	250.00'	96.86'	S10°24'26"E 96.25'
C7	141°41'02"	50.00'	123.64'	N44°18'30"W 94.46'

LEGEND

P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
IRFC	CAPPED IRON ROD FOUND
HOA	HOMEOWNER'S ASSOCIATION
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.M.E.	WALL MAINTENANCE EASEMENT
M.F.F.E.	MINIMUM FINISHED FLOOR ELEVATION

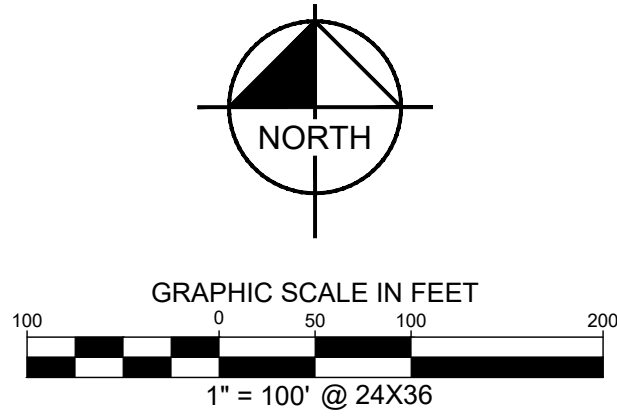
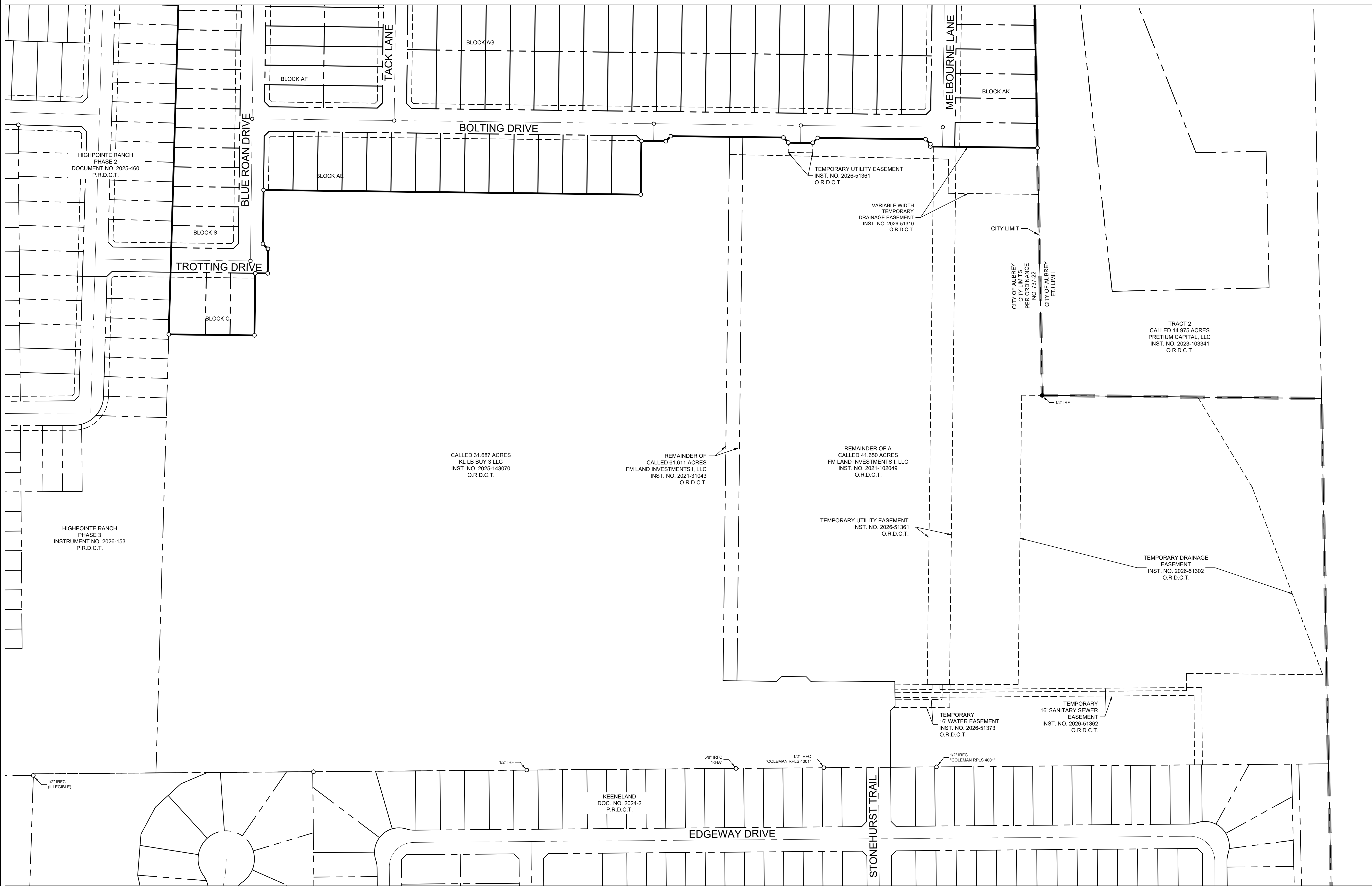
LINE TYPE LEGEND

---	BOUNDARY LINE
---	EASEMENT LINE
---	PHASE LINE
---	BUILDING LINE



VICINITY MAP

NTS



LEGEND	
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
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HOA	HOMEOWNER'S ASSOCIATION
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S.S.E.	SANITARY SEWER EASEMENT
W.M.E.	WALL MAINTENANCE EASEMENT
M.F.F.E.	MINIMUM FINISHED FLOOR ELEVATION

LINE TYPE LEGEND	
	BOUNDARY LINE
	EASEMENT LINE
	PHASE LINE
	BUILDING LINE

FINAL PLAT
HIGHPOINTE RANCH EAST PHASE 1
35.254 ACRES

BLOCK C, LOTS 115-117;
BLOCK AE, LOTS 1-15, BLOCK AF, LOTS 1-26,
BLOCK AG, LOTS 1-42, BLOCK AH, LOTS 1-38,
BLOCK AI, LOTS 1-28, AND LOT 29X-HOA,
BLOCK AK, LOTS 28-43, AND LOT 44X-HOA,
BLOCK S, LOTS 56-79, AND LOT 80X-HOA,

192 RESIDENTIAL LOTS
3 HOA LOTS

F. TREVINO SURVEY, ABSTRACT NO. 1243
CITY OF AUBREY, DENTON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CDS	KHA	05/11/2026	063451861	3 OF 4

OWNER:
Andiron Tx 5, LLC
520 Madison Avenue, 21st Floor
New York, NY 10022
Phone: 212-751-5940
Contact: Houdin Honanvar

SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : Sylviana Gunawan, R.P.L.S.

APPLICANT:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : Thomas L. Fletcher, P.E.

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS ANDIRON TX 5, LLC, is the sole owner of a tract of land situated in the F. Trevino Survey, Abstract No. 1243, Denton County, Texas and being all of a called 35.254 acre tract of land described in a deed to Andiron TX 5, LLC, as recorded in Instrument No. 2025-18701 of the Official Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1 inch iron pipe found for the northwest corner of a called 61.611 acre tract of land described in a deed to FM Land Investments I, LLC, as recorded in Instrument Number 2021-31043 of the Official Records of Denton County, Texas, common to the northeast corner of a called 357.561 acre tract of land as described in a deed to Aubrey BlackJack Partners, LLC, as recorded in Instrument Number 2021-213816 of the Official Records of Denton County, Texas, same being on the southerly line of a called 37.115 acre tract of land described in a deed to Calvin Paul Redfearn, as recorded in Instrument Number 2014-99676 of the Official Records of Denton County, Texas, and being in the centerline of Black Jack Road, a variable width right-of-way, no record found

THENCE South 89°23'35" East, along the northerly line of said 61.611 acre tract, the southerly line of said 37.115 acre tract, and the centerline of said Black Jack Road, a distance of 49.36 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the northwestmost northwest corner of said 35.254 acre tract, and for the POINT OF BEGINNING of the herein described tract;

THENCE South 89°23'35" East, continuing along the centerline of said Black Jack Road and along the northerly line of said 35.254 acre tract, a distance of 108.28 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a northeast corner of said 35.254 acre tract;

THENCE departing the southerly line of said 37.115 acre tract and the centerline of said Black Jack Road, and along the easterly, northerly and westerly lines of said 35.254 acre tract, the following:

South 00°36'25" West, a distance of 30.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 45°38'58" West, a distance of 27.11 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 00°41'30" West, a distance of 40.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 215.00 feet, a central angle of 22°11'52", and a chord bearing and distance of South 10°24'26" East, 82.78 feet;

In a southerly direction, with said tangent curve to the left, an arc distance of 83.30 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the right with a radius of 285.00 feet, a central angle of 15°59'06", and a chord bearing and distance of South 13°30'49" East, 79.25 feet;

In a southerly direction, with said reverse curve to the right, an arc distance of 79.51 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 89°18'30" East, a distance of 1,131.67 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 00°41'30" East, a distance of 199.13 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 44°14'16" West, a distance of 27.12 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 00°50'08" East, a distance of 30.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a northwest corner of said 35.254 acre tract, being on the southerly line of a called 44.77 acre tract of land as described in a deed Elegance Group Investments, LLC, as recorded in Instrument Number 2023-15021 of the Official Records of Denton County, Texas, and being in the centerline of said Black Jack Road;

THENCE South 89°09'52" East, along the northerly line of said 35.254 acre tract, the southerly line of a said 44.77 acre tract of land, and the centerline of said Black Jack Road, a distance of 108.28 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the northeastern most northeast corner of said 35.254 acre tract;

THENCE departing the southerly line of a said 44.77 acre tract of land and the centerline of said Black Jack Road, and along the easterly and northerly lines of said 35.254 acre tract, the following:

South 00°50'08" West, a distance of 30.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 45°45'44" West, a distance of 27.01 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 00°41'30" West, a distance of 198.98 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 89°18'30" East, a distance of 344.19 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the easternmost northeast corner of said 35.254 acre tract, being on the westerly line of a called 14.975 acre tract of land described as "Tract 2" in a deed to Pretium Capital, LLC, as recorded in Instrument Number 2023-103341 of the Official Public Records of Denton County, Texas;

THENCE South 01°07'20" East, along the easterly line of said 35.254 acre tract and the westerly line of said 14.975 acre tract, a distance of 775.17 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the southeast corner of said 35.254 acre tract;

THENCE departing the westerly line of said 14.975 acre tract and along the southerly line of said 35.254 acre tract, the following:

North 89°18'30" West, a distance of 218.73 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 00°41'30" East, a distance of 4.78 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 44°18'30" West, a distance of 14.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 89°18'30" West, a distance of 220.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 45°41'30" West, a distance of 14.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 00°41'30" West, a distance of 0.50 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 89°18'30" West, a distance of 50.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 00°41'30" East, a distance of 0.50 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 44°18'30" West, a distance of 14.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 89°18'30" West, passing en route the northeast corner of a called 31.687 acre tract of land described in a deed to KL LB BUY 3 LLC, as recorded in Instrument No. 2025-143070 of the Official Records of Denton County, Texas, and continuing along the same course and along the northerly line of said 31.687 acre tract, for a total distance of 230.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

THENCE continuing along the southerly line of said 35.254 acre tract and the northerly line of said 31.687 acre tract, the following courses and distances:

South 45°41'30" West, a distance of 14.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 00°41'30" West, a distance of 0.50 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 89°18'30" West, a distance of 50.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 00°41'30" West, a distance of 109.50 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 89°18'30" West, a distance of 770.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 00°41'30" West, a distance of 110.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 44°18'30" East, a distance of 14.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 89°18'30" East, a distance of 0.50 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 00°41'32" West, a distance of 50.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 89°18'30" West, a distance of 25.50 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 00°41'30" West, a distance of 126.86 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 89°18'30" West, a distance of 174.99 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the southwest corner of said 35.254 acre tract, common to the northwest corner of said 31.687 acre tract, same being on the easterly line of Highpointe Ranch Phase 3, according to the plat thereof recorded in Document No. 2026-153 of the Plat Records of Denton County, Texas;

THENCE North 01°40'23" East, along the westerly line of said 35.254 acre tract, the easterly line of said Highpointe Ranch Phase 3, and the easterly line of Highpointe Ranch Phase 2, according to the plat thereof recorded in Instrument No. 2025-460 of the Plat Records of Denton County, Texas, a distance of 1,177.03 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the westernmost northwest corner of said 35.254 acre tract, common to the northeast corner of said Highpointe Ranch Phase 2;

THENCE along the northerly and westerly lines of said 35.254 acre tract, the following:

South 89°18'30" East, a distance of 107.60 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 215.00 feet, a central angle of 13°57'00", and a chord bearing and distance of North 14°31'52" West, 52.22 feet;

In a northerly direction, with said non-tangent curve to the left, an arc distance of 52.35 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the right with a radius of 285.00 feet, a central angle of 22°11'52", and a chord bearing and distance of North 10°24'26" West, 109.73 feet;

In a northerly direction, with said reverse curve to the right, an arc distance of 110.42 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 00°41'30" East, a distance of 39.92 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 44°21'02" West, a distance of 27.04 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 00°36'25" East, a distance of 30.00 feet to the POINT OF BEGINNING and containing 35.254 acres (1,355,647 square feet) of land, more or less.

OWNER'S CERTIFICATIONS

STATE OF TEXAS §

COUNTY OF DENTON §

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT ANDIRON TX 5, LLC, acting herein by and through their duly authorized officers, do hereby adopt this plat designating the hereinabove described property as HIGHPOINTE RANCH EAST PHASE 1, an addition to the City of Aubrey, Texas, and do hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Aubrey's use thereof. The City of Aubrey and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Aubrey and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

Witness this _____ day of _____, 20____.

BY: ANDIRON TX 5, LLC, a Delaware limited liability company

By: DW General Partner, LLC,
a Delaware limited liability company
its Manager

BY: _____

Name: _____

Title: _____

STATE OF _____ §

COUNTY OF _____ §

On this _____ day of _____, 20____, before me personally appeared _____ (name of signer), whom I know personally, and acknowledged that he/she executed the same.

Notary Public, State of _____

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Sylviana Gunawan, do hereby certify that a survey was made on the ground of the property described hereon under my personal supervision and the iron rods were placed in accordance with the subdivision rules and regulations of the City of Aubrey, Texas.

Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone 972-335-3580

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

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Sylviana Gunawan, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

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

Notary Public, State of Texas

CERTIFICATE OF FINAL PLAT APPROVAL

This Final Plat was reviewed and approved by the City Council of the City of Aubrey, Texas the _____ day of _____, 20____.

CHRIS RICH, MAYOR
CITY OF AUBREY, TEXAS

FINAL PLAT
HIGHPOINTE RANCH EAST PHASE 1
35.254 ACRES

BLOCK C, LOTS 115-117;
BLOCK AE, LOTS 1-15, BLOCK AF, LOTS 1-26,
BLOCK AG, LOTS 1-42, BLOCK AH, LOTS 1-38,
BLOCK AI, LOTS 1-28, AND LOT 29X-HOA,
BLOCK AK, LOTS 28-43, AND LOT 44X-HOA,
BLOCK S, LOTS 56-79, AND LOT 80X-HOA,

192 RESIDENTIAL LOTS
3 HOA LOTS

F. TREVINO SURVEY, ABSTRACT NO. 1243
CITY OF AUBREY, DENTON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CDS	KHA	05/11/2026	063451861	4 OF 4

OWNER:
Andiron Tx 5, LLC
520 Madison Avenue, 21st Floor
New York, NY 10022
Phone: 212-751-5940
Contact: Houdin Honanvar

SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : Sylviana Gunawan, R.P.L.S.

APPLICANT:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : Thomas L. Fletcher, P.E.



March 23, 2026

Lennar Homes
On behalf of High Pointe Ranch Municipal Utility District No. 1
1231 Greenway Drive, Suite 800
Irving, TX 75038

RE: High Pointe Ranch Phase 1 East Paving Package

Pay Estimate No: 4

Dear Board,

The attached Pay Estimate #4 was received from GM Construction TX as it relates to the construction of the High Pointe Ranch Phase 1 East Paving Package.

Based upon site observations, correspondence with contractors and construction manager, and review of applications for payment and accompanying supporting documentation and projected completion as of 3/20/26, Kimley-Horn is in agreement with the amount of work illustrated on the attached estimate which indicates a total balance due in the amount of:

\$ 12,457.26

Please let us know if you have any questions or need further assistance in processing this estimate.

Sincerely,

A handwritten signature in black ink, appearing to read "K Brockman", written over a horizontal line.

Kyle Brockman, PE
TBPE Registration No. F-928

Attachments

cc: GM Construction TX
Lennar Homes

PROGRESS ESTIMATE

Progress Period: February 13, 2025 TO March 20, 2026

Pay Estimate No: 4
Project Name: High Pointe Ranch Phase 1 East Paving Package
Project Number: 063451883
Contract Date: 7/18/2025

OWNER
Lennar Homes
On behalf of High Pointe Ranch Municipal Utility District No. 1
1231 Greenway Drive, Suite 800
Irving, TX 75038

CONTRACTOR
GM Construction TX
PO Box 851
Prosper, TX 75078

Original Contract Amount:	\$	1,425,318.45
Change Orders: (see attached summary)		-\$17,173.75
Revised Contract Amount:	\$	1,408,144.70
Amount Placed to Date:	\$	1,348,976.70
Less 10% Retainage:	\$	134,897.67
Total Earned Less Retainage:	\$	1,214,079.03

High Pointe Ranch Phase 1 East Paving	
Original Contract Time to SubCom (Days):	30
Original Contract Time to Final Completion (Days)	10
Approved Time Extensions:	0
Approved Change Order Days:	0
Revised Contract Time:	30
Days Remaining:	-135
Notice to Proceed:	10/6/2025
Construction Start (+ 7 days):	10/13/2025
Original Substantial Completion:	11/12/2025
Revised Substantial Completion:	11/12/2025
Final Completion Date:	11/15/2025

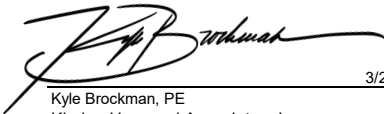
Previous Payments:		
Progress Estimate #	Invoice Date	Total Invoice Amount
1	11/24/2025	\$ 880,355.88
2	12/19/2025	\$ 272,022.57
3	2/12/2026	\$ 49,243.32
		\$ 1,201,621.77

Balance to finish:	\$	59,168.00
Amount Due This Period:	\$	12,457.26

ENGINEER'S RECOMMENDATION STATEMENT

I, Kyle Brockman, PE, engineer of record with Kimley-Horn & Associates, Inc., based on my knowledge, information and belief, recommend approval of this draw request. Recommendation is based on site observations, correspondence with contractors and construction manager, and review of applications for payment and accompanying supporting documentation. In my opinion, Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. In the case of unit price work, the recommendation of payment includes determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. This recommendation is not a representation that my observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Recommended for Approval:



3/23/2026
Date

Kyle Brockman, PE
Kimley-Horn and Associates, Inc.
TBPE Registration No. F-928

EJCDC ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE		Contractor's Application for Payment No.: 4	
		Application Period: 02.13.2026 - 03.20.2026	Application Date: 03.20.2026
To (Owner): Lennar Homes of Texas Land & Construction, Ltd.	From (Contractor): GM Construction TX	Via (Engineer): Kimley-Horn and Associates, Inc.	
Project: Highpointe Ranch EAST Ph12	Contract: Highpointe Ranch EAST Ph 1, Aubrey, Texas		
Owner's Contract No.:	Contractor's Project No.: 25-1137	Engineer's Project No.: HPR-P1E #30-2025	

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
ONE	\$ 7,503.25	
TWO	\$ -	\$ 24,677.00
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
TOTALS	\$ 7,503.25	\$ 24,677.00
NET CHANGE BY CHANGE ORDERS	\$	(17,173.75)

1. ORIGINAL CONTRACT PRICE.....	\$ 1,425,318.45
2. Net change by Change Orders.....	\$ (17,173.75)
3. Current Contract Price (Line 1 ± 2).....	\$ 1,408,144.70
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 1,348,976.70
5. RETAINAGE:	
a. 10% X 1,348,976.70 Work Completed.....	\$ 134,897.67
b. 10% X Stored Material.....	\$ -
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 134,897.67
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 1,214,079.03
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 1,201,621.77
8. AMOUNT DUE THIS APPLICATION.....	\$ 12,457.26
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 194,065.67

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature:

By: Glenn Midkiff, President

Date: 03.20.2026

Payment of:	\$	12,457.26
		(Line 8 or other - attach explanation of the other amount)
is recommended by:		
	(Engineer)	(Date)
Payment of:	\$	
		(Line 8 or other - attach explanation of the other amount)
is approved by:		
	(Owner)	(Date)
Approved by:		
	Funding or Financing Entity (if applicable)	(Date)

Contractor's Application

EJCDC® C-620 Contractor's Application for Payment
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Page 1 of 1

WAIVER AND LIEN RELEASE UPON PARTIAL PAYMENT

STATE OF TEXAS

COUNTY OF DENTON

The undersigned was contracted or hired Lennar Homes on behalf of High Pointe Ranch Municipal Utility District No. 1 to furnish labor and / or materials in connection with certain improvements to real property known as Highpointe Ranch Phase 1 East Paving Package.

Contractor: GM Construction TX

This payment: \$ 12,457.26

Total Paid Including This Payment: \$ 1,214,079.03

For Work Performed Through Date of: 03.20.2026

Estimate Number: Four

Upon receipt of this payment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby waive and release any mechanic's lien or materialman's lien or claims of lien, including any constitutional lien or claim thereto, that the undersigned has or hereafter has on the above mentioned real property and/or improvements thereon on account of any work furnished or to be furnished by the undersigned whether pursuant to the above mentioned contract or otherwise.

The undersigned further certifies and warrants that there are no known mechanic's or materialman's liens outstanding as of the date hereof, that all bills incurred by it with respect to the work will be paid within 10 days of the receipt of the above amount or sooner, and that there is no known basis for the filing of any mechanic's or materialman's lien on the property and/or improvements above described by any person or entity performing work on behalf of the undersigned of, and to the extent permitted by applicable law, the undersigned does hereby waive and release any mechanic's or materialman's lien or claims lien of any other such person or entity, and further agrees to indemnify and hold the owner harmless from and said lien or claim including the payment of related costs, expenses and reasonable attorney's fees.

GM Construction TX

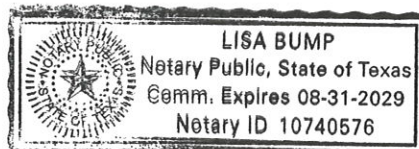
CONTRACTOR

Glenn Midkiff, President

Printed Name & Title

March 2026

Subscribed and sworn to before me, the undersigned authority, on this the 20th day of 2025.



Notary Public for State of Texas



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

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

CRAIG M. KERKHOFF, 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.
JUSTIN R. IVY, P.E.
COOPER E. REINBOLD, P.E.
CHASE CRAWFORD, R.P.L.S.

June 8, 2026

Mr. Jereme Boyle
Public Works Manager
City of Aubrey, TX
107 S. Main Street
Aubrey, TX 76227

Re: High Pointe Ranch East Phase 1 Addition

Mr. Boyle:

The City has reported that all punch list items have been addressed for the High Pointe Ranch East Phase 1 Addition. Based on the information available to us, and in accordance with the City of Aubrey, City Code of Ordinances Chapter 10, Article 6, Section 8, the City Engineer accepts the High Pointe Ranch East Phase 1 Addition onsite public improvements on behalf of the City of Aubrey. The public improvements include:

1. Onsite concrete streets and storm drainage
2. Onsite water and wastewater utilities
3. Onsite street lights and signs

We are available to discuss this development further at your convenience.

Sincerely,

Cooper Reinbold

Digitally signed by Cooper Reinbold
DN: cn=US, email=Estreinbold@bhcllp.com,
o="Birkhoff, Hendricks & Carter, LLP", ou="Cooper Reinbold"
Reason: I am the author of this document
Date: 2026.06.08 07:19:01-05'00'

Cooper Reinbold, P.E.



**City Council Meeting
Staff Report
June 25, 2026**

Agenda Item

Consider and take action on a change order from Mayim Municipal Builders, LLC in the amount of \$211,437.63 for the Rockhill Pump Station and authorize the City Manager to execute necessary documents.

Staff Contact

Dean Rylant, Public Works Director
drylant@aubreytx.gov

Summary

Mayim has requested a change order in the amount of \$211,437.63. The change order will cover additional materials, labor and equipment required for the change in electrical power for the proposed well and for the proposed Rockhill Pump Station to service the new medium voltage well pump power supply. This change order will also cover the additional materials, labor and equipment required to temporarily connect the Rockhill Well to the water distribution system with bypass lines before the Rockhill Pump Station is in service.

The engineer of record and the inspector have reviewed the change order and recommend approval.

Financial Summary

This project is funded by the 2026 Bond and funds are available.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to (approve, table or deny) the change order.



**City Council Meeting
Staff Report
June 25, 2026**

Agenda Item

Accept the resignation of Amy Kramer from the Parks and Recreation Board.

Staff Contact

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

Summary

Amy Kramer submitted her resignation on June 15th, leaving a vacancy in Place 5.

Financial Summary

Staff Recommended Action

Approve

Staff Recommended Motion

Accept the resignation of Amy Kramer from the Parks Board.

From: [Amy Kramer](#)
To: [Jenny Hicks](#)
Subject: Parks and Rec Board Resignation
Date: Monday, June 15, 2026 7:26:22 AM

Good morning Jenny,

I am moving to OK so I would like to put in my resignation for the Parks and Rec board.

Thank you,

Amy Kramer

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**City Council Meeting
Staff Report
June 25, 2026**

Agenda Item

Authorize the Mayor to execute the Assignment and Assumption of Development Agreement and City Acknowledgment for the Palomino Subdivision, assigning the Development Agreement from Jen Holdco 24 LLC to Lennar Homes of Texas Land and Construction, Ltd.

Staff Contact

Leanne Wilson, Assistant City Manager
lwilson@aubreytx.gov

Summary

This item is to document the Assignment and Assumption of Development Agreement with City Acknowledgment, updating the ownership chain and refining park land dedication/fees timing under the Palomino Development.

- Assignor/Initial Owner: Jen Holdco 24 LLC (Delaware LLC)
- Assignee: Lennar Homes of Texas Land and Construction, Ltd. (Texas limited partnership)
- Effective date of the Assignment: May 20, 2026 (as reflected in forms); City acknowledgment finalized June 25, 2026

The Assignor previously held the Development Agreement; ownership was reassigned first to JenHoldco 24 LLC and later back to Lennar Homes of Texas L&C, Ltd. The document clarifies and memorializes this transfer and the City's acknowledgment.

Financial Summary

NA

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to (approve, table or deny) the Assignment and Assumption of the Palomino Development Agreement.

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT
WITH CITY ACKNOWLEDGEMENT

This ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT WITH CITY ACKNOWLEDGEMENT (this "Assignment") is entered into effective as of the 20th day of May, 2026 (the "Effective Date") by and between JEN HOLDCO 24 LLC, a Delaware limited liability company (the "Assignor"), and LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership (the "Assignee"), and the CITY OF AUBREY, TEXAS, a home-rule municipality (the "City").

WHEREAS, Assignee entered into that certain First Amended and Restated Development Agreement, effective October 9, 2024, and recorded as Document Number 110919 in the Real Property Records of Denton County, by and between Assignee and the City of Aubrey, Texas, a home rule municipality (the "City") (the "Development Agreement"); and

WHEREAS, Assignee entered into that certain Assignment and Assumption of Development Agreement and City Acknowledgement, effective November 20, 2024, and recorded as Document Number 127959 in the Real Property Records of Denton County, by and between Assignee and Assignor, whereby Assignee assigned to Assignor all of Assignee's obligations, rights, title and interest in and to the Development Agreement; and

WHEREAS, Assignor now desires to assign to Assignee all of Assignor's obligations, rights, title and interest in and to the Development Agreement, and Assignee desires to accept such assignment and assume all of Assignor's obligations, rights, title and interest in and to the Development Agreement.

NOW, THEREFORE, for and in consideration of the premises, covenants and agreements set forth herein, and other good and valuable consideration, there receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree and acknowledge as follows:

1. Assignment and Assumption. Assignor, pursuant to Section 9.1 of the Development Agreement, hereby conveys, transfers and assigns to Assignee all of Assignor's obligations, rights, title and interest in and to the Development Agreement. Assignee hereby assumes all of Assignor's obligations, rights, title and interest in and to the Development Agreement, and agrees to be bound by the terms of the Development Agreement.

2. City Acknowledgment. The City acknowledges and recognizes this Assignment, and further agrees that any deficiencies that may have occurred with respect to this Assignment relating to the notice requirements under the Development Agreement shall hereby be deemed by the City to have been appropriately and adequately cured. Notwithstanding any requirements relating to notice contained in the Development Agreement, by execution hereof, the City hereby agrees that this Assignment shall constitute sufficient notice in accordance with the terms of the Development Agreement.

3. Full Force and Effect. Notwithstanding anything contained in the Development Agreement to the contrary, Assignor, Assignee and the City hereby agree and acknowledge that

the Development Agreement remains in full force and effect as of the Effective Date of this Assignment. Assignor, Assignee and the City further agree and acknowledge, pursuant to Section 9.1(c) of the Development Agreement, that this Assignment shall not release Assignor from any liability that resulted from an act or omission by Assignor that occurred prior to the Effective Date of this Assignment, unless the City approves the release in writing.

4. Counterparts. This Assignment may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

JEN HOLDCO 24 LLC,
a Delaware limited liability company

By: Lennar Homes of Texas Land and
Construction, Ltd.,
a Texas limited partnership
its Agent under Limited Power of Attorney
dated effective June 3, 2024

By: U.S. Home, LLC,
a Delaware limited liability company
its General Partner

By: [Signature]
Name: Jennifer Eller
Title: Authorized Agent

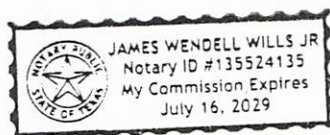
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Dallas §

The foregoing instrument was ACKNOWLEDGED before me this 20th day of May, 2026, by Jennifer Eller, Authorized Agent of U.S. Home, LLC, a Delaware limited liability company, General Partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, Agent under Limited Power of Attorney dated effective June 3, 2024, of Jen Holdco 24 LLC, a Delaware limited liability company, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of May, 2026.

(SEAL)



[Signature]
Notary Public – State of Texas

ASSIGNEE:

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 Ellen
Name: Jennifer Ellen
Title: Authorized Agent

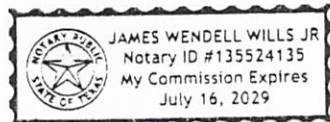
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Dallas §

The foregoing instrument was ACKNOWLEDGED before me this 20th day of May, 2026, by Jennifer Ellen, Authorized Agent of U.S. Home LLC, a Delaware limited liability company, General Partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, on behalf of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of May, 2026.

(SEAL)



James Willis
Notary Public – State of Texas

CITY:

CITY OF AUBREY, TEXAS

By: _____
Chris Rich, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jenny Hicks, City Secretary

Patricia Adams, City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2026, by Chris Rich, Mayor of the City of Aubrey, Texas, a home rule municipal corporation on behalf of the City.

Notary Public in and for the State of Texas



**City Council Meeting
Staff Report
June 25, 2026**

Agenda Item

Award a bid to DDM Construction Corp. for the Downtown Parking and Drainage Improvements, Phase 1 and Phase 2 Project for an amount not to exceed \$1,679,798.10 and authorize the City Manager to execute necessary documents.

Staff Contact

Leanne Wilson, Assistant City Manager
lwilson@aubreytx.gov

Summary

The Downtown Parking and Drainage Improvements – Phase 1 & 2 projects consist of 8-inch-thick reinforced concrete pavement, curb, gutter, storm drainage systems, landscaping, irrigation, trail and fencing, and all appurtenances. The contractor will provide all necessary labor, materials, machinery, equipment, tools, superintendence, and all incidentals and appurtenances required for the construction of the project.

The improvements will begin at the Veterans Memorial Park and continue north to Elm Street between the railroad and Sycamore Street. The project will improve drainage and provide approximately 125 parking spots. The drainage and trail portions tie past improvements and Veterans Park to future improvements north of Elm Street up to Sherman Drive.

Advertisements for bids were published on May 29, 2026, and June 5, 2026. On June 15, 2026, seven (7) bids were received, and one was considered non-responsive due to multiple errors within the bid.

<u>Contractor</u>	<u>Total Amount Bid</u>
1. DDM Construction Corp. 306 W. Overly Drive Lake Dallas, Texas 75065	\$ 1,679,798.10
2. Garret Sheilds Infrastructure, LLC 5465 Legacy Drive, Suite120 Plano, Texas 75024	\$ 1,686,278.00
3. Quality Excavation, LLC 104 Redfearn Road Aubrey, Texas 76227	\$ 2,120,016.55
4. A'Lure General Contractors, LLC 351 W. Southlake Blvd. Southlake, Texas 76092	\$ 2,137,748.07
5. Vlex Construction, LLC 3586 Bent Oak E. Street Greenville, Texas 75401	\$ 2,161,928.00
6. A T Construction, LLC 8219 Mossberg Drive Arlington, Texas 76002	\$ 2,501,029.50
7. Tegrity Contractors, Inc. 202 N. Allen Drive, Suite E Allen, Texas 75013	Unresponsive

DDM Construction Corp. was the low bidder, and all references provided have been checked. The city engineer has provided a letter of recommendation to award a contract to DDM Construction Corp. The start of construction is planned for July 13, 2026, with a completion date of October 1, 2026. The Staff recommends awarding the bid to DDM Construction Corp.

Financial Summary

This project is funded within the 2026 Bond, and funds are available.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to (approve, table, or deny) the award of bid for the Downtown Parking and Drainage Improvements, Phase 1 and Phase 2 Project.

NOTICE TO BIDDERS

DOWNTOWN PARKING IMPROVEMENTS – PHASE 1 & 2

Sealed bids will be received in the office of the City Secretary, City Hall, 107 S. Main Street, Aubrey, Texas 76227 until **2:00 P.M., Monday, June 15, 2026**, then publicly opened and read at the City Council Chamber, 226 Countryside Drive, Aubrey, Texas 76227 at 2:15 P.M., Monday, June 15, 2026, for providing all necessary labor, materials, machinery, equipment, tools, superintendence, and all incidentals and appurtenances required for the construction of the Downtown Parking Improvements – Phase 1 & 2 projects that consist of, but is not limited to, 8-inch thick reinforced concrete pavement, curb, gutter, storm drainage systems, and all appurtenances, as shown in the plans.

The successful bidder must furnish Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the total contract price from a Surety Company holding a permit from the State of Texas to act as Surety. Should the total contract price be less than \$25,000.00, no performance bond or payment bond will be required.

All lump sum and unit prices must be stated in both script and figures on the forms provided. The City of Aubrey reserves the right to reject any or all bids and to waive formalities. In case of ambiguity or lack of clearness in stating prices in the bids, the City of Aubrey reserves the right to consider the most advantageous construction thereof, or to reject the bid. Unreasonable (or “unbalanced”) unit prices will authorize the City of Aubrey to reject any bid.

Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions.

Bidders are required to submit a cashier’s or certified check issued by a bank satisfactory to the City of Aubrey, or a Bid Bond (with proper Power of Attorney) from a surety licensed to do business in the State of Texas, payable without recourse to the City of Aubrey, in an amount not less than five (5%) percent of the total amount of the proposal submitted to insure that the successful bidder will enter into a contract and execute all necessary bonds within ten (10) days after notice of award of the contract to him. **This bid security must be included in the bid envelope for the bidder to be considered responsive.** The successful bidder will be required to furnish Performance, Payment and Maintenance Bonds as described in the bidding documents.

Plans, specifications, and bidding documents will be available on CIVCAST at www.civcastusa.com. They may also be purchased at the office of Birkhoff, Hendricks & Carter, L.L.P., located at 11910 Greenville Ave., Suite 600, Dallas, Texas 75243. The cost for the plans and specifications are \$50.00 per set (non-refundable). Bidding documents downloaded from plan rooms or third-party websites shall be at the Bidder’s sole risk. No guarantee of receipt of addenda or clarifications will be made for third-party downloads. **Justin R. Ivy, P.E.** may be reached with general questions at jivy@bhcllp.com (214-361-7900). No questions will be answered from questions posted on CIVCAST.

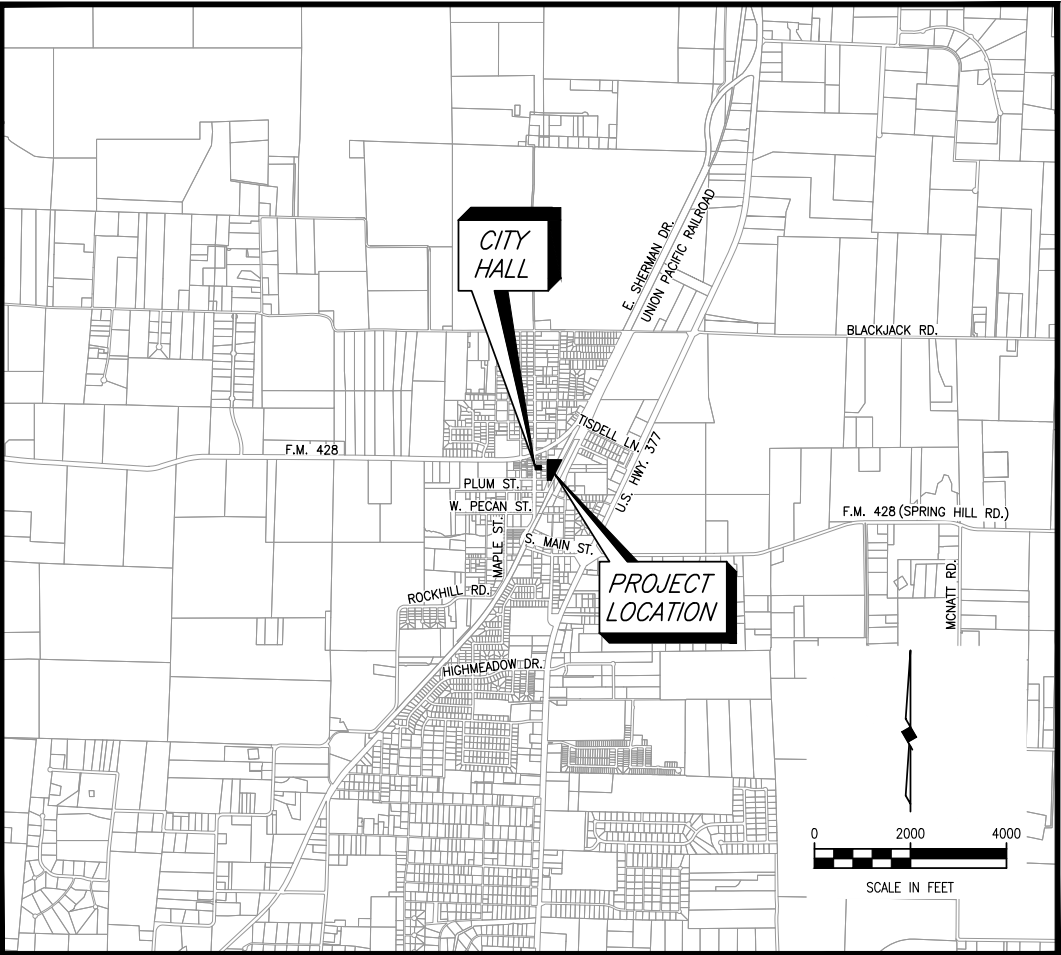
CITY OF AUBREY, TEXAS

Advertisement Dates: **Friday, May 29, 2026**
Friday, June 5, 2026

Questions Deadline: **Thursday, June 11, 2026**
Last Addendum Released: **Friday, June 12, 2026**

CITY OF AUBREY, TEXAS

CONSTRUCTION PLANS FOR: DOWNTOWN PARKING & DRAINAGE IMPROVEMENTS - PHASE 1 & PHASE 2



LOCATION MAP

CITY COUNCIL
CHRIS RICH, MAYOR
JEFF PERRY
MATT JONES
MIKE BROWNING
RANDY JONES
CHUCK FIKES

CITY MANAGER
CHARLES KREIDLER
ASSISTANT CITY MANAGER
LEANNE WILSON

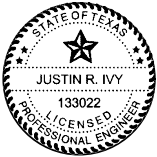
PUBLIC WORKS DIRECTOR
DEAN RYLANT



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1	COVER SHEET, LOCATION MAP, & SHEET INDEX
2-4	GENERAL CONSTRUCTION NOTES
5	SITE PLAN & REMOVAL PLAN
6	PROPOSED EROSION CONTROL PLAN
7	PROPOSED GRADING PLAN
8	SITE PAVING PLAN
9	PROPOSED SITE PLAN & COORDINATE LAYOUT
10	PROPOSED SYCAMORE STREET PAVING – PLAN & PROFILE 01
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13	OVERALL EXISTING DA MAP
14	PROPOSED DA MAP
15	HYDROLOGIC & HYDRAULIC CALCULATIONS
16	PROPOSED STORM SEWER 'A' – PLAN & PROFILE 01
17	PROPOSED STORM SEWER 'A' – PLAN & PROFILE 02
18	PROPOSED STORM SEWERS 'B' & 'C' – PLAN & PROFILE 01
19	PROPOSED STORM SEWERS 'D' – PLAN & PROFILE 01
20	PROPOSED WATERLINE – PP01
21	PROPOSED SANITARY SEWER – PP01
22	PROPOSED SIGNAGE & PAVEMENT MARKINGS
23-30	STANDARD DETAILS

May 2026

Prepared by:
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS Engineering Firm No. 526 TBPELS Survey Firm No. 10031800
11910 Greenville Ave., Suite 600, Dallas, TX 75243
Phone: 214-361-7900



Justin Ivy
05/22/2026

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GENERAL CONSTRUCTION NOTES

1.

All construction, materials and workmanship shall conform to the City of Aubrey Standard Construction Details, the City's Technical Construction Standard Specifications (TCSS), and the Standard Specifications for Public Works Construction, North Central Texas Council of Governments (NCTCOG Standard Specifications) Fifth Edition unless otherwise noted. Contractor shall be responsible for obtaining these details and specifications.
2.

The Contractor shall provide temporary drainage measures during construction.
3.

Bracing of utility poles may be required by utility companies when trenching or excavation is in close proximity to the poles. The cost of bracing poles will be borne by the Contractor. There is no separate pay item for this work. The cost shall be considered incidental work.
4.

The locations, elevations and dimensions of existing utilities shown on the plans were obtained from Dig Tess and/or available utility company records and plans and are considered approximate. It shall be the Contractor's responsibility to verify locations, elevations, and dimensions of adjacent and/or conflicting utilities sufficiently in advance of construction in order that adjustments can be made to provide adequate clearances. The Contractor shall preserve and protect public utilities at all times during construction. Any damage to utilities resulting from Contractor's operations shall be restored at the Contractor's expense. The Engineer shall be notified when proposed improvements conflict with utility grades.
5.

The Contractor shall immediately repair or replace any physical damage to private property, including, but not limited to fences, walls, pavement, grass, trees, planters and lawn sprinkler and irrigation systems at no cost to the owner. This work shall be subsidiary to the contract, unless otherwise noted.
6.

The Contractor shall cut and plug all irrigation lines to be crossed along the project prior to construction. After construction is complete, the Contractor shall reconnect the systems to original or better condition, at no cost to the owner. All work shall be completed by an irrigator licensed in the State of Texas.
7.

The Contractor shall remove and properly dispose of surplus material from the project area. This work shall be subsidiary to the contract and is not a separate pay item.
8.

The Contractor shall sawcut, remove and properly dispose of existing pavements, curb and gutter, inlets, driveways and sidewalks.
9.

The Contractor shall vegetate all areas disturbed by construction. The Contractor shall provide whatever measures are needed, including temporary irrigation and mowing, to ensure establishment of grass. Unless otherwise noted, private lawn areas and parkways in front of private lawn areas disturbed by construction shall be replaced with block sod of a similar grass to that existing. Contractor to water and establish vegetation twice a day for a period of 4 weeks or until grass is established as determined by the City. Work shall be in accordance with NCTCOG Item 202.
10.

The Contractor shall protect all trees in the project area and temporary easements during construction. No tree shall be removed unless marked and approved for removal by the City.
11.

The Contractor shall be responsible for taking measures to minimize damage to tree limbs, tree trunks, and tree roots along the route of the project. All such measures shall be considered incidental work. Contractor shall inspect the work site in advance and arrange to have any tree limbs pruned that might be damaged by equipment operations. The City shall be notified at least 24 hours prior to any tree trimming work. Nothing shall be stored over the tree root system within the drip line limits of any tree. The Contractor shall employ a qualified landscaper for all work required for tree care to ensure utilization of the best agricultural practices and procedures.
12.

All fences to remain in original undisturbed condition unless otherwise noted.
13.

It will be the responsibility of the contractor to protect all public utilities in the construction of this project. All manholes, cleanouts, valve boxes, fire hydrants, etc. not shown to be abandoned, must be adjusted to finished grade by the contractor. All utility location and grade adjustment are subsidiary except for those included as pay items.

GENERAL NOTES FOR WATER LINES

1.

Fittings shall be full body, domestically source ductile iron meeting AWWA Standard C110 and shall be cement lined per AWWA C104 inside and bituminous coated on the outside. Where connections are made to pipes of dissimilar materials, suitable bond breakers shall be used. All fitting submittals shall specify lead free or no lead.
2.

All ductile iron fittings shall be mechanical joint or slip joint type (Class 125 Drilling) and be rated for minimum 250 psi working pressure. Fittings shall be mortar lined and bituminous coated on the exterior.
3.

Pipe joints shall be of the push-on type unless otherwise noted.
4.

Valves, vault lids, fire hydrants and meter boxes shall be located outside of sidewalk areas, unless otherwise shown in the plans.
5.

All trenching, embedment and backfill shall be incidental to the unit cost of pipe.
6.

Water line sections crossing wastewater mains or laterals shall be a minimum of 18 feet long and shall be centered over the wastewater main or lateral such that the joints of the water line are equidistance and at least nine feet horizontally from the center line of the wastewater main or lateral. Whenever possible, the crossing shall be centered between the joints of the wastewater main or lateral.
7.

Water Lines shall meet AWWA standards as called for in the construction plans.
8.

All trench backfill shall be placed in maximum 8-inch loose lifts and mechanically compacted. Testing shall be in accordance with NCTCOG as a minimum.
9.

Work to make connections shall be continuous and shall occur during times of low usage.
10.

All valves shall be ductile iron body in accordance with AWWA C515 rated at a minimum of 250-psi and coated with fusion bonded epoxy per AWWA C550.
11.

All valves shall be resilient seated gate valves. Gate valves on laterals shall be attached to flanged outlet, tee or cross. Valves larger than 24-inches may be butterfly valves with prior approval from the city.
12.

Dewatering of water line trench may be required during construction. Dewatering is subsidiary to pipe installation.
13.

Contractor to construct water line to grade shown in the plans. All water lines shall have a minimum cover of 4 feet.
14.

During water line testing contractor to dechlorinate in accordance with TCEQ requirements prior to releasing water overland and into storm drainage systems.
15.

All exterior surfaces of valves, fire hydrants, pipe, support structures, nuts, bolts and metal appurtenances shall be properly prepared to paint manufacturers specifications and coated with one coat high performance epoxy (3 mils dryfilm thickness) and two coats of high performance polyethylene (2 mils dry film thickness). Hydrants shall be coated by the manufacturer. The hydrant color shall be selected by the City.
16.

Contractor to support all existing utilities as construction of new water line crosses these utilities. No separate pay item.
17.

All new water services shall be AWWA C901, 1" minimum DR-9 (250 psi) HDPE poly pipe with PE4710 as specified in ASTM F714, from the service tap to the curb stop, 1-inch minimum compression fitting angle stop, and meter box, unless otherwise indicated on the plans. Curb stops will be located within the meter box and facing toward the lot.
18.

All water service lines shall be embedded with 6-inch sand below and around the pipe and 1-ft of sand over the top of the pipe; from the water main to the meter. Water service lines within City roadway right-of-way shall be compacted to a minimum of the 95% Standard Proctor density with a +/- 3% wet of optimum moisture content.
19.

Bolts and nuts for mechanical joints will be of a high-strength low-alloy corrosion resistant steel conforming to ASTM A325 (Type 3).
20.

Assembly of pipe to be performed as required by pipe manufacturer. Gaskets shall be clear and lubricated. Do not swing or stab the joint. Align the spigot to the bell, insert spigot into bell and contact gasket. The spigot end is marked with insertion mark. Insert pipe to the mark, do not over-insert.

21.

All valve stacks shall be set at finished grade. Valve stem extensions shall be provided to bring the operating nut within 6-inches of the valve cover.
22.

All water lines and water service lines shall be installed with tracer wire taped to the top of the pipe and detectable warning tape within 4-feet of finished grade.
23.

Contractor shall field locate pipelines at connection points prior to ordering or fabricating proposed pipe. Contractor shall verify pipe size, type, elevation and horizontal location. Contractor shall make all necessary adjustments to connect to existing line after approval from the engineer.

GENERAL NOTES FOR SANITARY SEWER LINES

1.

Unless otherwise noted on plans, sanitary sewer pipes shall be PVC ASTM designation D3034 up through 15" in diameter. Pipes larger than 15" in diameter shall be designated PVC ASTM F679.
2.

All residential sanitary sewer laterals shall include a 4" tee wye bend, pipe and stopper. Sewer laterals shall be laid on a minimum slope of +2.00% from the main line to the street right-of-way.
3.

All sanitary sewer lines and laterals shall be tested by pulling a mandrel, air pressure test, and television video. The television video shall be provided to the City in a DVD format.
4.

All sanitary sewer manholes within flood plains or flood prone areas require Type "S" manhole lids and shall be properly sealed and vented per TCEQ requirements. Outlet of vent shall be minimum 1.5 feet above the 100-year water surface.
5.

All manholes shall be vacuum tested in accordance to NCTCOG requirements.
6.

All manhole covers and clean outs shall be set at finished grade unless otherwise noted. In open spaces, the top of the sanitary sewer manhole shall be installed a minimum of 12 inches above the surrounding ground.
7.

All manhole concrete mix design shall include antimicrobial concrete additive, Conshield, or City approved equal. Refer to Section 6.5.C. of City of Aubrey Technical Construction Standards and Specifications (TCSS) Manual.
8.

Contractor to construct sewer line to grade shown in the plans.
9.

Contractor to support all existing utilities as construction of new sewer line crosses these utilities. No separate pay item. Include in cost of sewer line.
10.

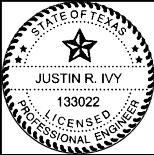
Assembly of pipe to be performed as required by pipe manufacturer. Gaskets shall be clear and lubricated. Do not swing or stab the joint. Align the spigot to the bell, insert spigot into bell and contact gasket. The spigot end is marked with insertion mark. Insert pipe to the mark, do not over-insert.
11.

Contractor shall field locate pipelines at connection points prior to ordering or fabricating proposed pipe. Contractor shall verify pipe size, type, elevation and horizontal location. Contractor shall make all necessary adjustments to connect to existing line after approval from the engineer.
12.

All sewer pipe shall be installed with a "tracer wire or tape" green in color over the top of the pipe. The tape shall be terra Tape "D" Detectable as supplied by Griffolyn Co., Inc. of Houston, Texas or approved equal. Terminal access points shall be SnakePit Lite Duty as supplied by Copperhead Industries or approved equal. Locator marker Pads shall be installed at 250 feet along sewer lines.

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BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPE Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900



Justin Ivy
05/22/2026

CITY OF AUBREY, TEXAS
DOWNTOWN PARKING IMPROVEMENTS PHASE 1

GENERAL NOTES

BHC
PROJECT NO.
2025136

May 2026

SHEET NO.

02

GENERAL NOTES FOR STORM SEWERS

1. All storm sewer pipe shall be RCP (Class III) unless indicated otherwise on the plans. Private storm sewers may utilize a different pipe material when not under public areas and with prior written approval from the city. Alternate materials will require additional testing per NCTCOG 508.4-508.6. The minimum allowable storm sewer diameter shall be 18-inches.
2. Storm sewer structures may be precast or cast-in-place. All penetrations into storm sewer structures shall be sized for the inlet and/or outlet pipes and include a water tight seal. Storm sewer structures with knockouts or penetrations not sized for the specific storm sewer pipe will not be allowed.
3. Concrete for storm sewer structures shall reach a minimum 28-day compressive strength of 4,000 psi, NCTCOG Class P-1.
4. Storm sewer joint sealer shall be Butyl rubber or polyurethane sealant in conformance with NCTCOG 508.3.3. The sealant shall be placed in a manner to make joint water tight but not allow excess material inside the storm sewer. Joints with excess sealant present during video testing will require excess material to be removed, the joint properly cleaned and grout wiped. In high traffic areas, areas where root intrusion may be present, or areas with the potential for significant movement, the city may require an approved exterior joint wrap.
5. Curved sewers may be installed by deflecting the pipe joint. Joint deflection shall not exceed 80% of the manufacturers recommended joint deflection. Where this can not be achieved, manufactured pipe or radius pipe shall be used and called out in the plans.
6. At all changes in pipe sizes, except at manholes or junction boxes, a pipe collar or factory fabricated fitting, as shown in the construction plan details, shall be provided (NCTCOG 508.3.4).
7. All storm sewers shall be video inspected post construction and the inspection reports (along with video) provided to city inspectors a minimum of 21-days prior to any project walk through. Joint gap ranges shall conform to NCTCOG Table 508.3.3.2.(A). Storm sewer video inspections shall conform to TxDOT Special Specification 7019, maximum speed of 25-feet per minute. The inspection reports shall include approximate width of cracks and joint gaps. Videos and inspection reports shall be reviewed and approved by the engineer of record prior to city review.

PAVING NOTES

1. Concrete for all streets, alleys, & driveways shall be in accordance with NCTCOG class "C" concrete (4,000 p.s.i. compressive strength @ 28 days). Driveways shall be hand poured. Concrete for all sidewalks shall be in accordance with NCTCOG class "A" concrete (3,000 p.s.i. compressive strength @ 28 days).
2. Reinforcing steel shall be deformed bars No. 4 on 18 inch centers. Reinforcing shall be in both directions on center. Reinforcing steel shall be in accordance with ASTM 615, 616 and 617
3. All reinforcing steel shall be tied (100%). Reinforcing steel shall be set on plastic chairs. Bar laps shall be minimum 30 diameters.
4. Expansion joints shall be spaced every 200 feet and at all intersections. Alleys shall have a minimum of two expansion joints.
5. Sawed transverse dummy joints shall be spaced every 20 feet on paving 8 inches or thicker and every 15 feet for paving thickness less than 8 inches sawing shall occur within 5 to 12 hours after the pour including sealing. Otherwise, the section shall be removed and longitudinal butt joint constructed.
6. Subgrade design shall be based on representative onsite subsurface soil conditions and testing. Testing shall be in accordance with the NCTCOG Standard Specifications for Public Works Construction and be completed by a geotechnical testing lab. The geotechnical investigation shall be submitted to the City as part of the pavement design submittal. In general, the soils testing shall be based on onsite sub-surface soil samples and the testing of Atterburg limits. Based on testing results, the pavement design shall provide the type of the subgrade stabilization proposed (Lime Stabilized, Cement Stabilized or Flexible Base). Stabilization shall span the width of the street, back-of-curb to back-of-curb, plus twelve (12) inches beyond the back of curb on each side. Subgrades shall be mechanically compacted to ninety-five (95) percent standard proctor densities at optimum moisture, or as directed by the Geotechnical Report. Density testing shall be performed every 150 feet of road.
7. All fill shall be compacted by mechanical methods. Maximum loose lift for compaction shall be 8 inches. All lifts shall be tested for density by an independent laboratory approved by the City. Density requirement shall be as shown on the plans for the type of material called for in the plans.

8. All disturbed areas of roadway work shall have grass established immediately. Grass shall meet the requirements of Item 3.8, 3.9, 3.10 & 3.11 of NCTCOG.
9. All areas to be excavated or filled shall have erosion control placed prior to commencing earthwork. Erosion control devices shall be maintained throughout the project in accordance with NCTCOG item 3.12.
10. All sidewalks shall include barrier-free ramps at intersecting streets, alleys, driveways, etc. Barrier free ramps shall meet current ADA requirements and be approved by the Texas licensing board.
11. Crosswalk shall be placed at crosswalk location with barrier free ramps. Crosswalk locations to be approved by the City of Aubrey.
12. No vehicles shall be permitted on concrete pavement without approval from the City. The City will make determination based on concrete break report.
13. Sidewalks require 2-inch sand cushion on subgrade compacted within 95% standard proctor density.
14. Pours shall require a pre-pour inspection for formwork, reinforcement and geometry. Visual inspections may be made after the pour to address tooled joints, finish, subgrade integrity, etc.
15. Ensure that flatwork does not obscure above-ground appurtenances (1.E. Valves, MH lids).
16. Exposed aggregate concrete is not acceptable for sidewalk within public right-of-way.
17. Sidewalks shall be 5' wide minimum width.

PEDESTRIAN ACCESSIBILITY (WITHIN PUBLIC R.O.W.)

1. All newly constructed sidewalks, curb ramps and crosswalks installed shall be considered a pedestrian access route and shall be considered a pedestrian access route and shall conform to the most current "Draft" Guidelines for Public Rights-of-Way created by the United States Access Board. <http://www.access-board.gov/prowac/draft.htm>
2. Curb Ramps shall conform to all federal guidelines, but shall generally adhere to the following criteria:

2.a. 8.3% maximum running slope

2.b. 2.0% maximum cross slope

2.c. Minimum 5.0-ft width

2.d. Minimum 4.0-ft x 4.0-ft landings at top and bottom of ramps with 2.0% maximum running slope and cross slope.

2.e. Detectable warning surface placed at point of entry into roadway.
3. Detectable warning surface shall be pre-manufactured plates with truncated dome material built in. Only plates from TxDOT approved vendors shall be permitted and shall be installed per manufacturer's specifications. Brick pavers will not be allowed. Final color shall be approved by the City.
4. The contractor shall provide a clear and safe route for pedestrians adjacent to the site for the duration of construction. A temporary pedestrian route shall be provided when any existing sidewalk is closed due to construction activity.
5. Construction materials shall be kept off existing sidewalks and consolidated in areas within the City right-of-way, unless otherwise approved by the City.
6. Sidewalk removal shall be from joint to joint. Sawcut shall be at existing joint. Connection to existing sidewalk shall be with reflex expansion joint material (J D Russell Company). Full panel replacement required.

BACKFILL NOTE

1. All trench backfill shall be placed in maximum 8-inch loose lifts and be mechanically compacted. Density testing shall be in accordance with NCTCOG as a minimum and as directed by the City. The NCTCOG minimum for density testing is once per 300-feet per 1-foot of compacted depth, or as recommended by the Geotechnical Engineer. (NCTCOG Item 504.5.3.2)

APPROVED MATERIAL LIST (DOMESTICALLY SOURCED ONLY)

- Gate Valves:

Pratt/Mueller, Clow, American Flow Control, J&S, M&H Kennedy & EJ, refer to the City TCSS.
- Butterfly Valves:

Only for larger than 24-inch with prior approval from the city.
- Fire Hydrants:

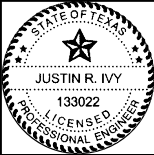
Mueller, Clow, M&H supplier shall provide (and contractor shall bid) per "Aubrey Spec".

CONCRETE STRENGTH (28-DAY COMPRESSIVE)

Item	NCTCOG Concrete Class Item 303.3.4.2(2)		
Paving:	Class	P-1	4000 psi
Driveways:	Class	P-1	4000 psi
Sidewalks:	Class	P-1	4000 psi
Curb & Gutter:	Class	P-1	4000 psi

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PROFESSIONAL ENGINEERS
TBPE Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900



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CITY OF AUBREY, TEXAS
DOWNTOWN PARKING IMPROVEMENTS PHASE 1

GENERAL NOTES

BHC
PROJECT NO.
2025136

May 2026

SHEET NO.

03

EROSION CONTROL & VEGETATION NOTES

- 1. Every soil disturbing activity shall have an accompanying Erosion Control Plan (ECP), and either Construction Site Notice (CSN) for those activities disturbing more than 1 but less than 5 acres, or Notice of Intent (NOI) for those activities disturbing 5 or more acres including those activities less than 5 acres, but are part of a common plan of development totaling 5 or more acres. A copy of the appropriate CSN or NOI shall be provided to the City.
- 2. The CSN or NOI shall be posted in a location viewable to the public until construction is complete and Notice of Termination (NOT) submitted. The Storm Water Pollution Prevention Plan (SW3P) shall be readily available for review by Federal, State, or local officials.
- 3. No soil disturbing activities will occur prior to the SW3P, ECP, and associated Best Management Practices (BMP) being fully implemented. A copy of the SW3P shall be provided to the City.
- 4. The contractor shall employ measures as necessary to prevent dirt, mud, debris from being tracked off site. Any dirt, mud, debris tracked offsite shall be cleaned up by the contractor immediately.
- 5. The site shall be reviewed by the operator or his representative weekly, and after any major storm. Adjustments/repairs to the erosion control measure will be made as needed.
- 6. A completed NOT shall be submitted to the State and a copy of this NOT shall be provided to the City prior to final acceptance.

TREE PROTECTION NOTES

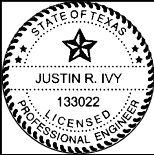
- 1. Unless shown on the plans to be removed, all trees within the construction area shall be protected during construction with temporary fencing or other measures as needed including pruning of limbs and roots.
- 2. Protective measures shall be taken prior to the start of any work in the area and shall be maintained throughout the duration of the project.
- 3. Pruning of limbs to provide clearance for construction equipment shall take place before construction begins to prevent damage to trees by ripping and tearing of branches.
- 4. It is anticipated that in some instances trenches will encroach in the drip line of protected trees. Encroachment in these instances is permitted. Fencing will be installed outside the trench in such a manner as to limit the amount of encroachment while allowing all necessary trench safety measures.
- 5. Any roots exposed during construction activities shall be pruned flush with the soil. If exposed root areas are not backfilled with topsoil within two days of initial exposure, they shall be covered with organic material in a manner that reduces the soil temperature and minimizes water loss due to evaporation.
- 6. No topsoil dressing greater than 4 inches shall be permitted within drip line areas.

GENERAL NOTES FOR TRAFFIC CONTROL

- 1. The temporary traffic control measures shown on these plans are to be considered a minimum. Additional measures shall be furnished when necessary for traffic safety and to meet the latest Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- 2. When the normal function of the roadway is suspended through closure of any portion of the right-of-way, temporary construction work zone traffic control devices shall be installed to effectively guide the motoring public through the area. Consideration for road user safety, worker safety, and the efficiency of road user flow shall be an integral element of every traffic control zone. All traffic control devices shall be in accordance with the latest TMUTCD.
- 3. The contractor shall be responsible for maintaining all traffic control devices on an around-the-clock basis, whether or not work is active. Any deficiencies shall be corrected by the contractor immediately, regardless of time of day.
- 4. Lane closures will not be permitted on arterial roadways before 9:00 am or after 4:00 pm. Violations may result in suspension of all work at the job site for a minimum of 48-hours.
- 5. All temporary traffic control devices shall be removed as soon as practical when they are no longer needed. When work is suspended for short periods of time at the end of the workday, temporary traffic control devices that are no longer appropriate shall be removed or covered. The first violation of this provision will result in a verbal warning to the construction foreman. Subsequent violations will result in suspension of all work at the job site for a minimum of 48-hours.

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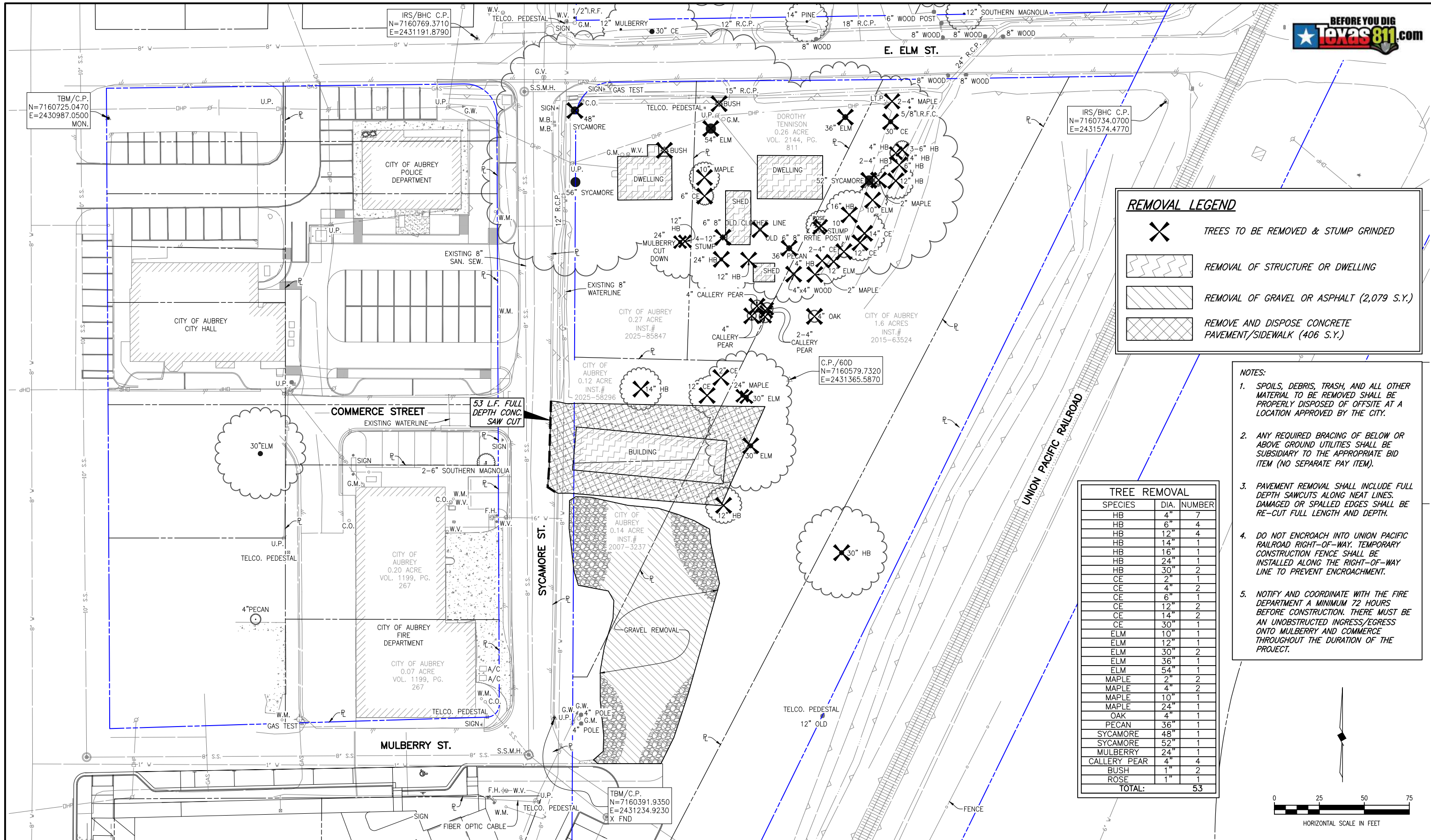
GENERAL NOTES

BHC
PROJECT NO.
2025136

May 2026

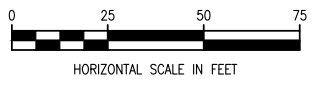
SHEET NO.

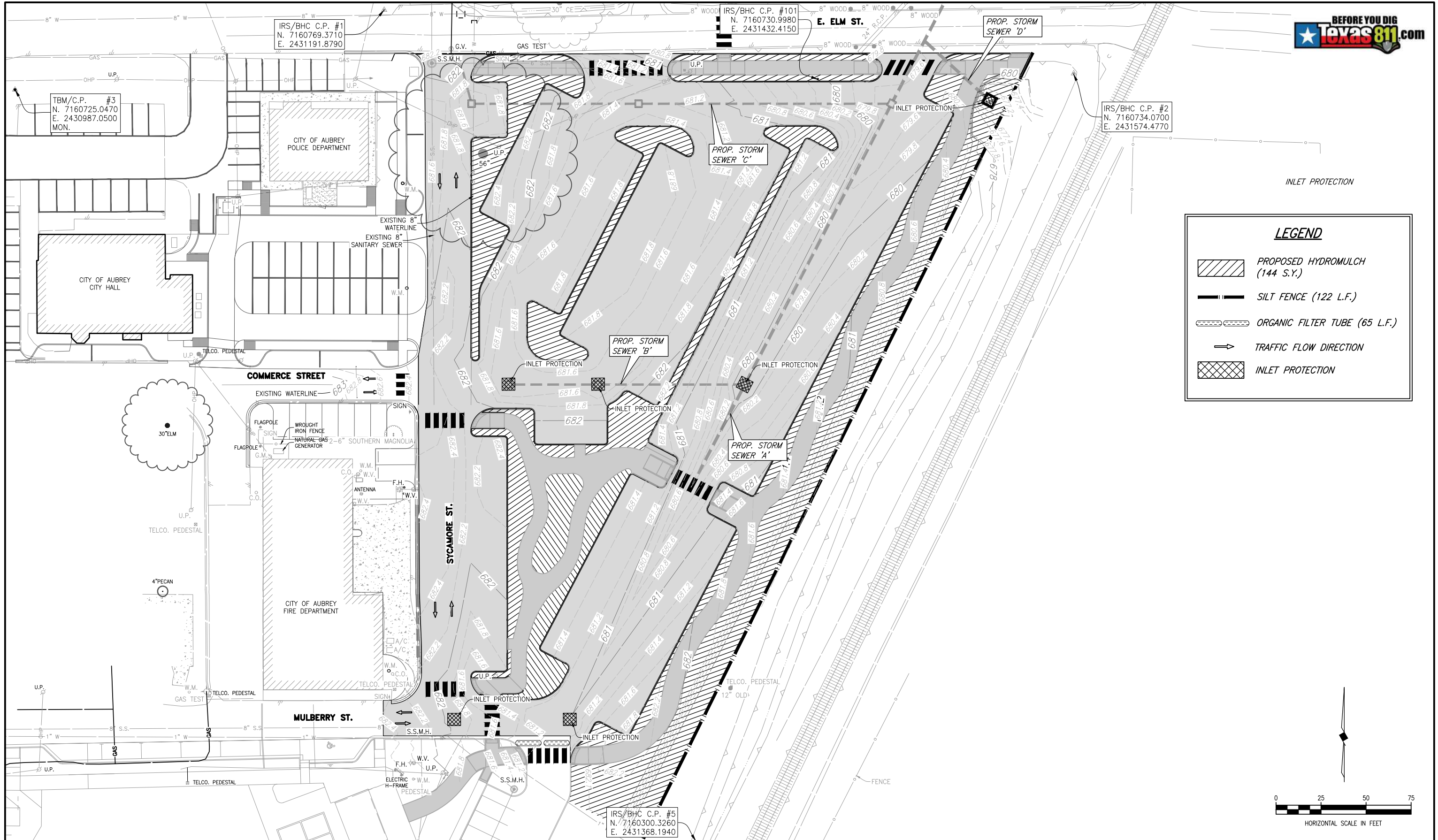
04



- NOTES:
- SPOILS, DEBRIS, TRASH, AND ALL OTHER MATERIAL TO BE REMOVED SHALL BE PROPERLY DISPOSED OF OFFSITE AT A LOCATION APPROVED BY THE CITY.
 - ANY REQUIRED BRACING OF BELOW OR ABOVE GROUND UTILITIES SHALL BE SUBSIDIARY TO THE APPROPRIATE BID ITEM (NO SEPARATE PAY ITEM).
 - PAVEMENT REMOVAL SHALL INCLUDE FULL DEPTH SAWCUTS ALONG NEAT LINES. DAMAGED OR SPALLED EDGES SHALL BE RE-CUT FULL LENGTH AND DEPTH.
 - DO NOT ENCROACH INTO UNION PACIFIC RAILROAD RIGHT-OF-WAY. TEMPORARY CONSTRUCTION FENCE SHALL BE INSTALLED ALONG THE RIGHT-OF-WAY LINE TO PREVENT ENCROACHMENT.
 - NOTIFY AND COORDINATE WITH THE FIRE DEPARTMENT A MINIMUM 72 HOURS BEFORE CONSTRUCTION. THERE MUST BE AN UNOBSTRUCTED INGRESS/EGRESS ONTO MULBERRY AND COMMERCE THROUGHOUT THE DURATION OF THE PROJECT.

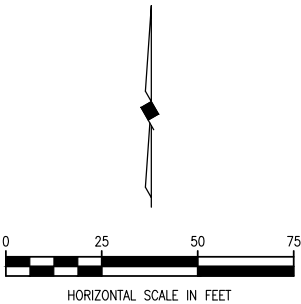
TREE REMOVAL		
SPECIES	DIA.	NUMBER
HB	4"	7
HB	6"	4
HB	12"	4
HB	14"	1
HB	16"	1
HB	24"	1
HB	30"	2
CE	2"	1
CE	4"	2
CE	6"	1
CE	12"	2
CE	14"	2
CE	30"	1
ELM	10"	1
ELM	12"	1
ELM	30"	2
ELM	36"	1
ELM	54"	1
MAPLE	2"	2
MAPLE	4"	2
MAPLE	10"	1
MAPLE	24"	1
OAK	4"	1
PECAN	36"	1
SYCAMORE	48"	1
SYCAMORE	52"	1
MULBERRY	24"	1
CALLERY PEAR	4"	4
BUSH	1"	2
ROSE	1"	1
TOTAL:		53





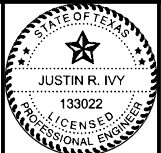
LEGEND

- PROPOSED HYDROMULCH (144 S.Y.)
- SILT FENCE (122 L.F.)
- ORGANIC FILTER TUBE (65 L.F.)
- TRAFFIC FLOW DIRECTION
- INLET PROTECTION



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PROFESSIONAL ENGINEERS
TBPELS Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900



Justin Ivy
05/22/2026

CITY OF AUBREY, TEXAS
DOWNTOWN PARKING IMPROVEMENTS PHASE 1
PROPOSED EROSION CONTROL PLAN

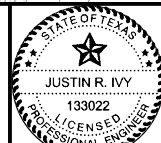
BHC
PROJECT NO.
2025136
May 2026

SHEET NO.
06



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PROFESSIONAL ENGINEERS
TBPELS Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900

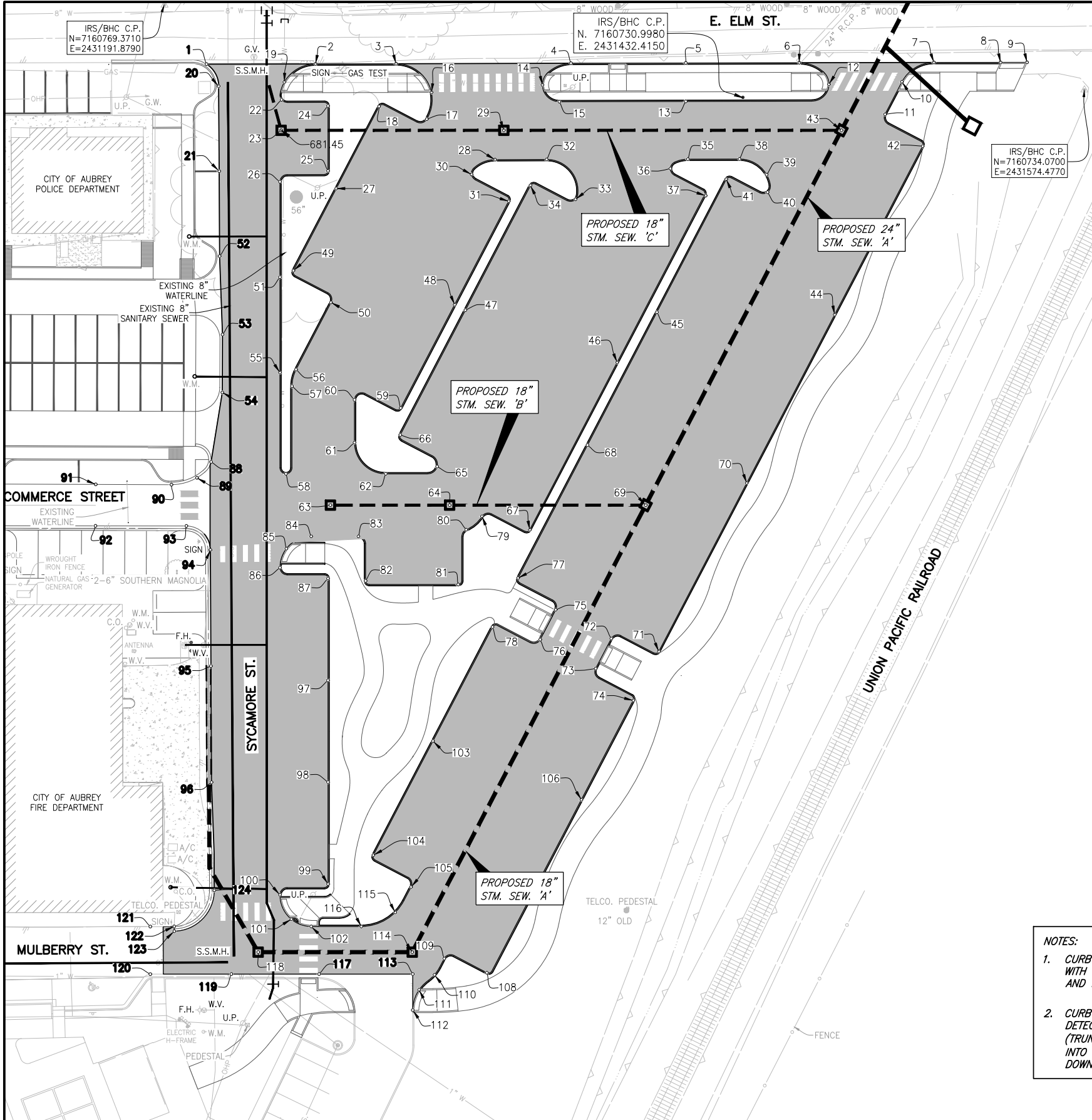


Justin Ivy
05/22/2026

CITY OF AUBREY, TEXAS
DOWNTOWN PARKING IMPROVEMENTS PHASE 1
PROPOSED GRADING PLAN

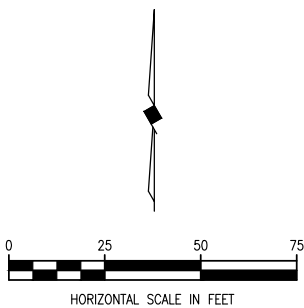
BHC
PROJECT NO.
2025136
May 2026

SHEET NO.
07

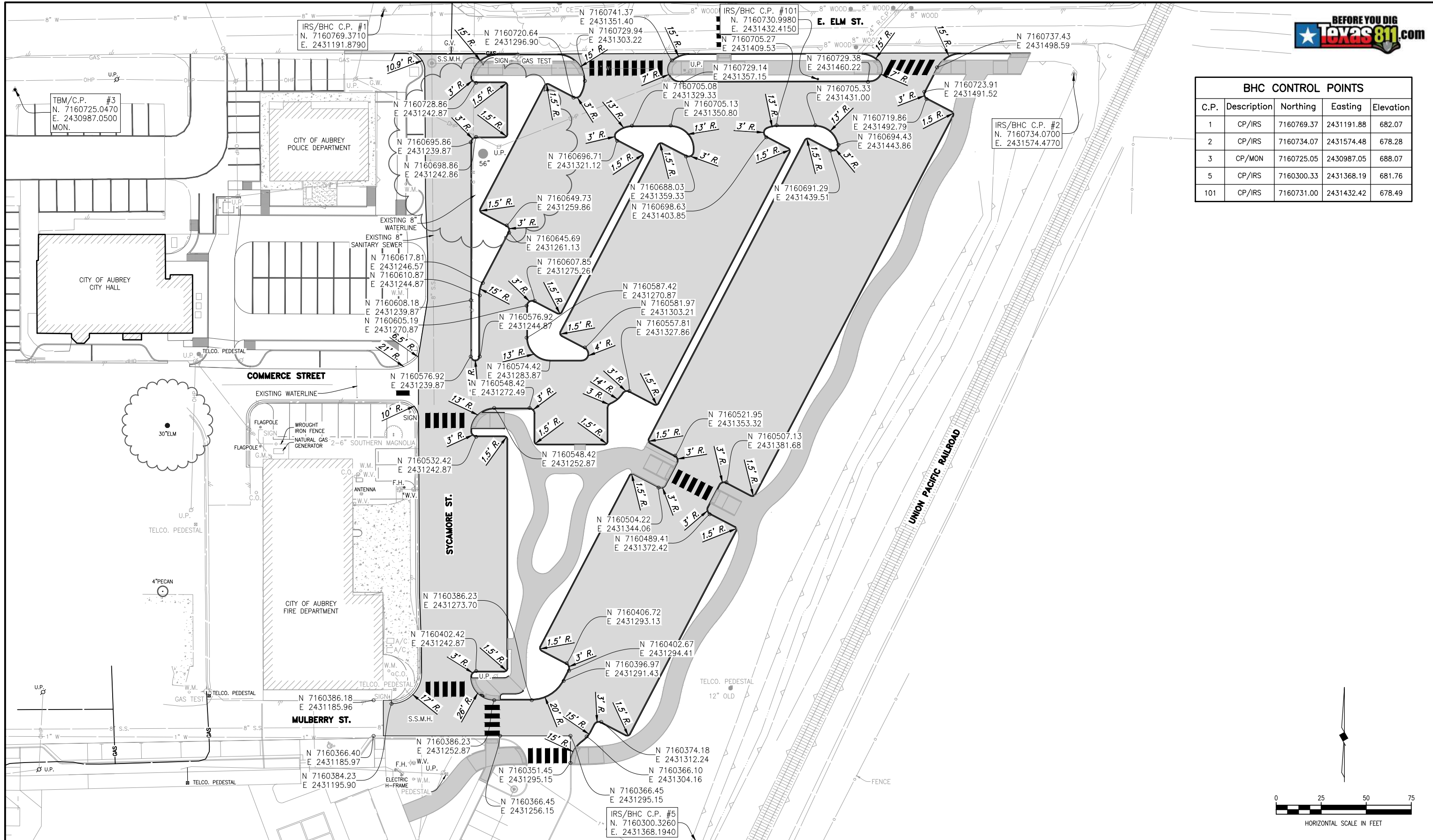


Point Table					Point Table					Point Table				
Point #	Elevation	Northing	Easting	Description	Point #	Elevation	Northing	Easting	Description	Point #	Elevation	Northing	Easting	Description
1	682.35	7160744.78	2431209.34	EP	45	681.38	7160641.65	2431396.66	BC	89	682.23	7160572.74	2431205.35	EP
2	681.71	7160744.87	2431252.84	EP	46	681.76	7160620.77	2431380.12	BC	90	682.29	7160569.93	2431194.73	EP
3	681.31	7160744.95	2431291.49	EP	47	681.88	7160642.46	2431316.98	BC	91	682.65	7160570.04	2431163.23	EP
4	680.66	7160745.15	2431357.12	EP	48	681.75	7160644.78	2431312.55	BC	92	682.70	7160552.80	2431163.17	EP
5	680.16	7160745.27	2431408.65	EP	49	682.80	7160658.93	2431245.49	BC	93	682.25	7160552.77	2431200.98	EP
6	679.66	7160745.38	2431460.18	EP	50	682.47	7160645.69	2431261.13	BC	94	682.21	7160542.82	2431210.97	EP
7	679.25	7160745.49	2431510.66	EP	51	682.03	7160656.22	2431239.87	BC	95	682.37	7160494.51	2431211.18	EP
8	679.50	7160745.50	2431539.61	TC	52	682.23	7160616.57	2431239.87	BC	96	682.53	7160446.21	2431211.40	EP
9	679.50	7160745.51	2431550.59	TC	53	682.32	7160617.81	2431246.57	BC	97	682.23	7160488.59	2431259.87	BC
10	679.50	7160738.51	2431499.15	BC	54	681.76	7160664.96	2431214.80	EP	98	682.02	7160446.25	2431259.87	EP
11	679.58	7160723.91	2431491.52	BC	55	681.92	7160632.35	2431216.00	EP	99	681.81	7160403.92	2431259.87	BC
12	679.86	7160737.38	2431468.20	BC	56	682.04	7160608.27	2431215.92	EP	100	681.46	7160399.42	2431239.87	BC
13	680.72	7160729.26	2431408.68	BC	57	682.28	7160610.87	2431244.87	BC	101	681.40	7160388.32	2431243.68	BC
14	681.01	7160737.14	2431349.13	BC	58	682.09	7160574.42	2431242.37	BC	102	681.35	7160384.52	2431252.87	BC
15	681.34	7160729.14	2431357.15	BC	59	681.75	7160601.79	2431290.10	BC	103	681.57	7160463.34	2431303.53	BC
16	681.72	7160731.95	2431304.52	BC	60	681.64	7160605.19	2431270.87	BC	104	681.57	7160415.92	2431278.76	BC
17	681.84	7160721.92	2431300.95	BC	61	681.55	7160587.42	2431270.87	BC	105	681.22	7160402.67	2431294.41	BC
18	682.18	7160727.19	2431281.14	BC	62	681.44	7160574.42	2431283.87	BC	106	681.49	7160438.94	2431365.25	BC
19	681.80	7160735.37	2431241.61	BC	63	681.41	7160561.42	2431260.87	DRAIN	107	681.72	7160397.68	2431343.70	BC
20	682.06	7160735.61	2431214.38	EP	64	681.50	7160561.42	2431310.45	DRAIN	108	681.95	7160367.00	2431325.98	BC
21	681.58	7160700.28	2431214.60	EP	65	681.56	7160577.47	2431305.24	BC	109	681.55	7160363.72	2431301.51	BC
22	681.80	7160729.74	2431240.75	BC	66	681.88	7160590.61	2431289.90	BC	110	681.17	7160366.45	2431295.15	EP
23	681.52	7160717.29	2431238.29	DRAIN	67	682.15	7160551.19	2431343.77	BC	111	681.00	7160375.59	2431294.92	DRAIN
24	682.18	7160727.40	2431259.87	BC	68	681.44	7160586.40	2431367.80	BC	112	681.16	7160392.08	2431287.84	BC
25	682.18	7160700.40	2431259.87	BC	69	679.85	7160561.42	2431391.99	DRAIN	113	681.23	7160386.23	2431273.70	BC
26	681.83	7160695.86	2431239.87	BC	70	680.72	7160570.62	2431434.02	BC	114	681.61	7160366.45	2431256.15	EP
27	682.49	7160693.06	2431263.31	BC	71	681.11	7160500.59	2431397.45	BC	115	681.90	7160375.59	2431230.81	DRAIN
28	681.36	7160705.08	2431329.33	BC	72	680.84	7160505.95	2431377.68	BC	116	682.10	7160366.44	2431219.67	EP
29	681.32	7160717.29	2431333.02	DRAIN	73	680.91	7160493.45	2431371.15	BC	117	682.59	7160366.40	2431185.97	EP
30	681.42	7160698.96	2431319.54	BC	74	681.25	7160480.21	2431386.80	BC	118	682.64	7160386.18	2431185.96	EP
31	681.75	7160687.77	2431335.01	BC	75	681.15	7160517.90	2431354.59	BC	119	682.38	7160386.23	2431195.88	EP
32	681.43	7160705.13	2431350.80	BC	76	681.22	7160505.49	2431348.11	BC	120	682.35	7160384.23	2431195.90	EP
33	681.55	7160688.57	2431362.84	BC	77	681.50	7160531.15	2431338.95	BC	121	682.16	7160401.23	2431212.60	EP
34	681.88	7160694.32	2431344.07	BC	78	681.57	7160510.76	2431328.30	BC	122				
35	681.02	7160705.27	2431409.53	BC	79	681.81	7160556.75	2431323.94	BC	123				
36	681.51	7160701.34	2431402.24	BC	80	681.85	7160551.21	2431317.35	BC	124				
37	681.86	7160690.12	2431416.90	BC	81	682.25	7160528.41	2431313.99	BC	125				
38	680.92	7160705.33	2431431.00	BC	82	682.23	7160529.91	2431275.49	BC					
39	680.96	7160698.83	2431442.29	BC	83	681.90	7160548.42	2431272.49	BC					
40	681.02	7160691.52	2431442.65	BC	84	682.00	7160548.42	2431252.87	BC					
41	681.32	7160696.90	2431425.52	BC	85	682.06	7160543.33	2431242.56	BC					
42	679.93	7160710.66	2431507.17	BC	86	682.10	7160535.42	2431239.87	BC					
43	679.59	7160717.29	2431473.42	DRAIN	87	682.45	7160530.92	2431259.87	BC					
44	680.32	7160640.64	2431470.59	BC	88	682.19	7160579.41	2431211.24	EP					

- NOTES:
- CURB RAMPS SHALL BE TDLR COMPLIANT WITH MAXIMUM RUNNING SLOPE OF 8.3% AND MAXIMUM CROSS SLOPE OF 2%.
 - CURB RAMPS SHALL INCLUDE APPROVED DETECTABLE WARNING SURFACE (TRUNCATED DOMES CAST OR PRESSED INTO CONCRETE). NO BOLT OR GLUE DOWN DETECTABLE SURFACES ALLOWED.

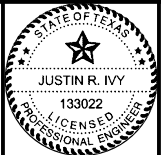


BHC CONTROL POINTS				
C.P.	Description	Northing	Easting	Elevation
1	CP/IRS	7160769.37	2431191.88	682.07
2	CP/IRS	7160734.07	2431574.48	678.28
3	CP/MON	7160725.05	2430987.05	688.07
5	CP/IRS	7160300.33	2431368.19	681.76
101	CP/IRS	7160731.00	2431432.42	678.49



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PROFESSIONAL ENGINEERS
TBPELS Firm No. 526; TBPFS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900

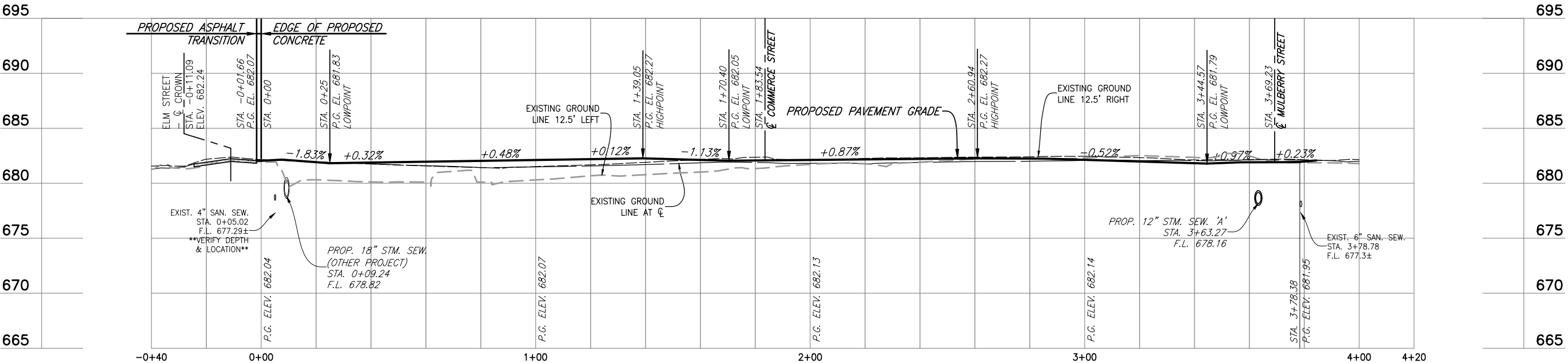
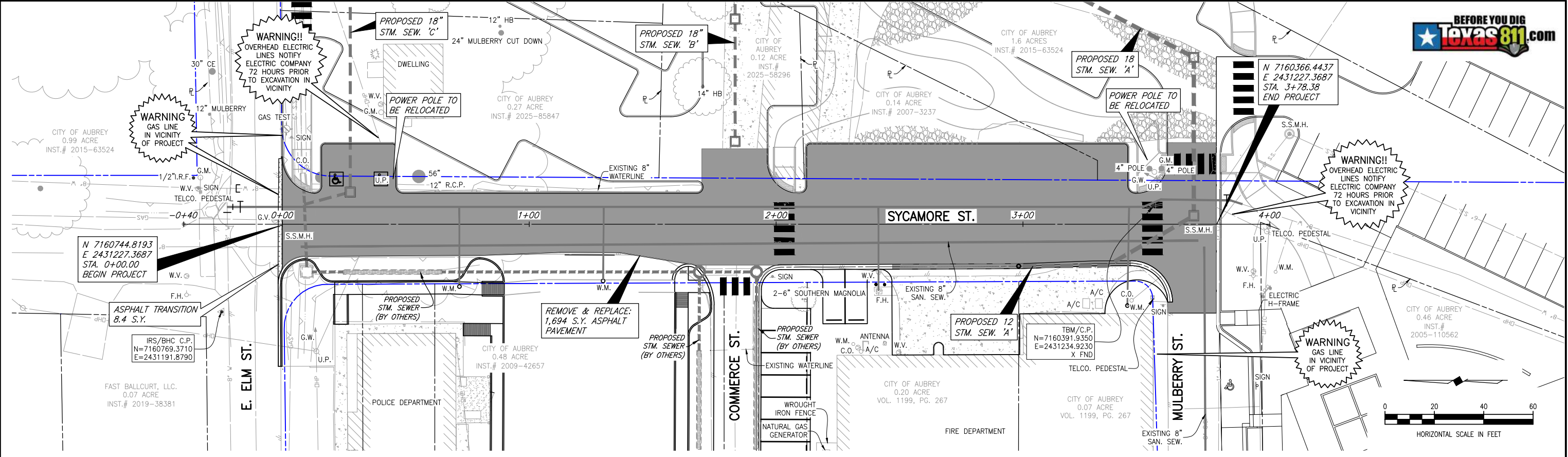


Justin Ivy
05/22/2026

CITY OF AUBREY, TEXAS
DOWNTOWN PARKING IMPROVEMENTS PHASE 1
**PROPOSED SITE PLAN &
COORDINATE LAYOUT**

BHC
PROJECT NO.
2025136
May 2026

SHEET NO.
09



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PROFESSIONAL ENGINEERS
TBPELS Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900

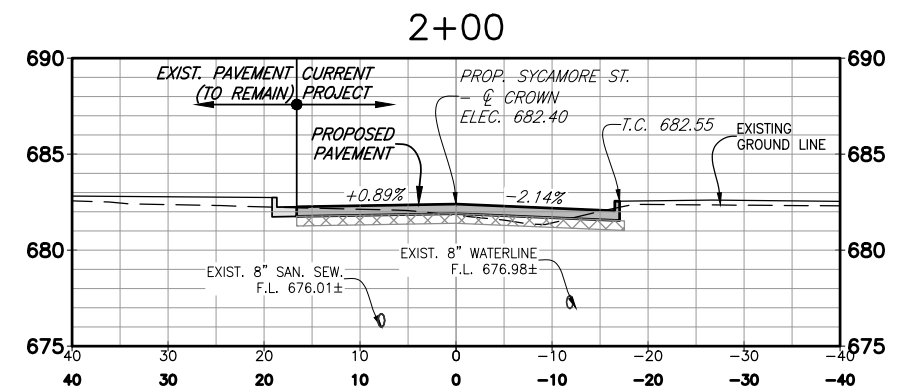
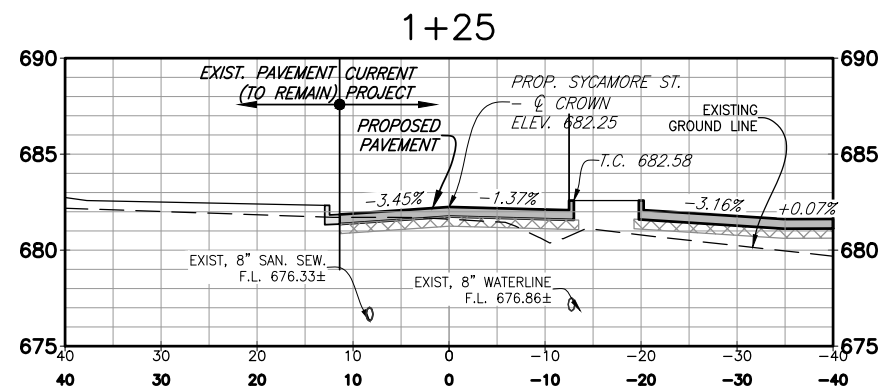
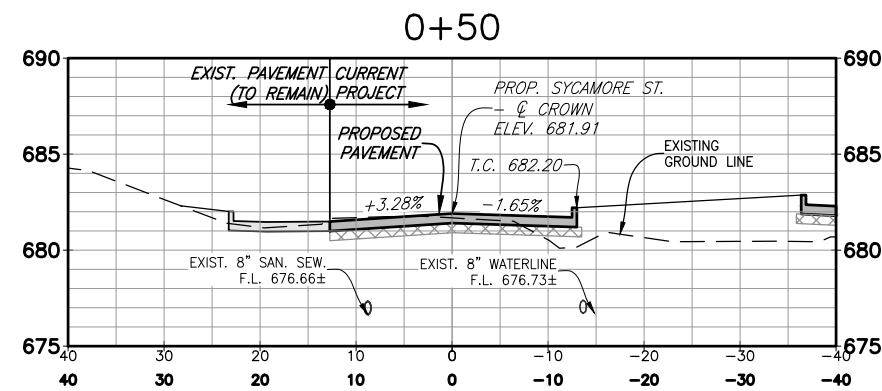
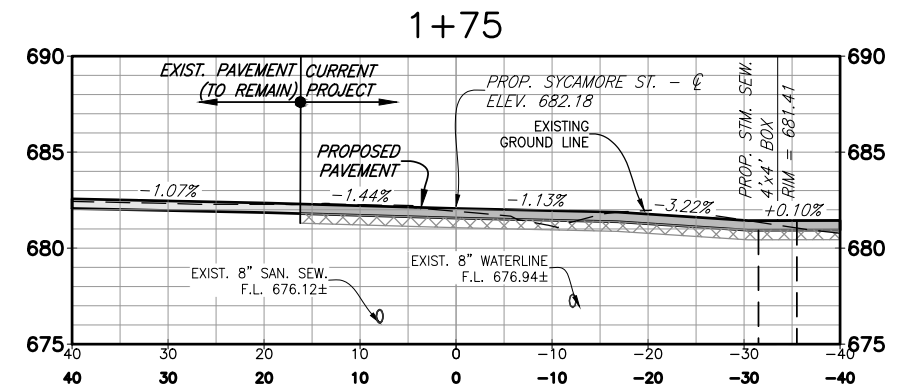
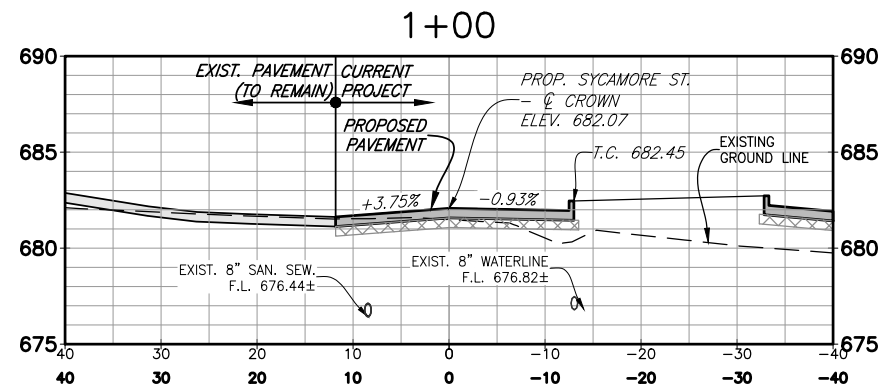
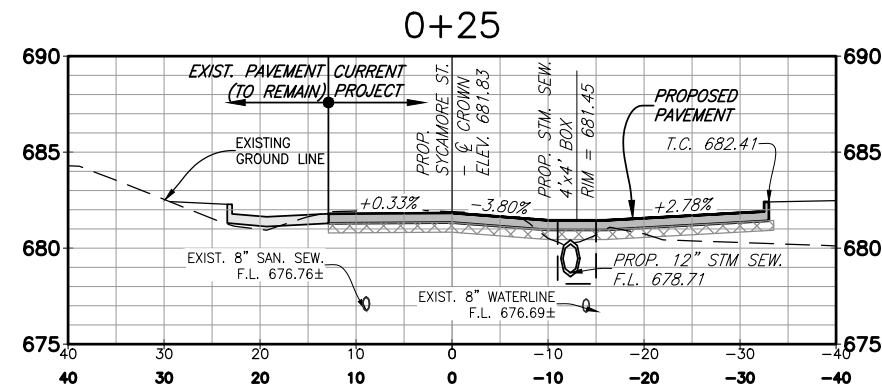
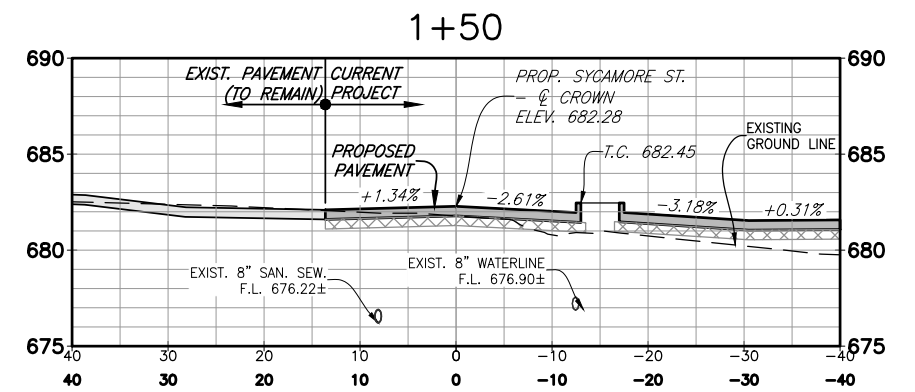
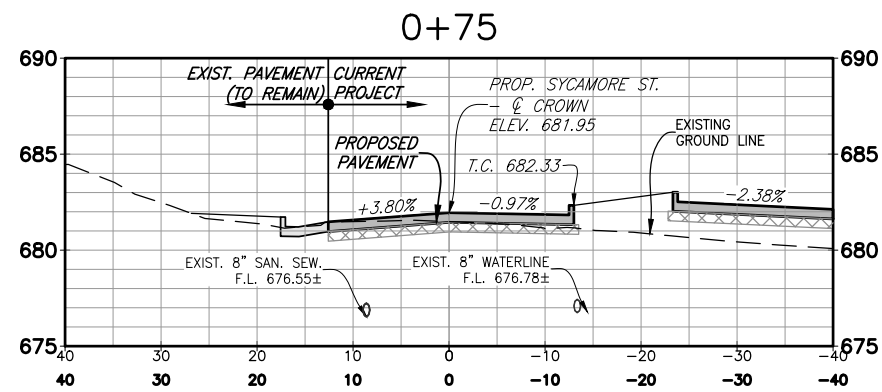
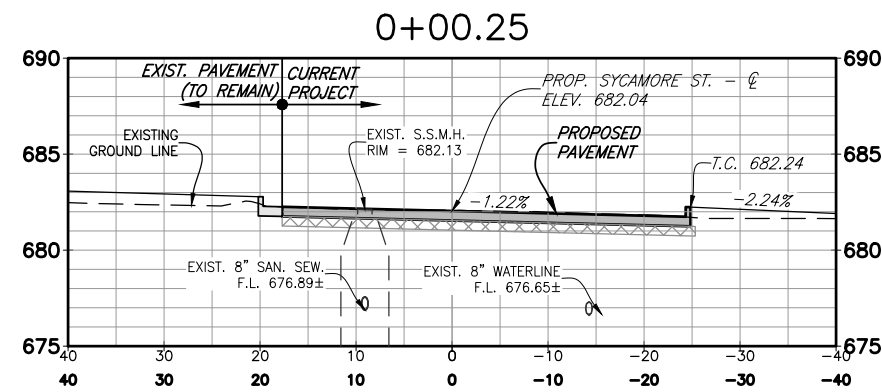
STATE OF TEXAS
JUSTIN R. IVY
133022
LICENSED PROFESSIONAL ENGINEER

Justin Ivy
05/22/2026

CITY OF AUBREY, TEXAS
DOWNTOWN PARKING IMPROVEMENTS PHASE 1
PAVING PLAN & PROFILE
STA. 0+00 TO STA. 3+78.38

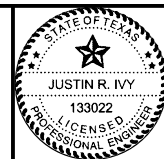
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2025136
May 2026

SHEET NO.
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 11910 Greenville Ave., Suite 600
 Dallas, Texas 75243 (214) 361-7900

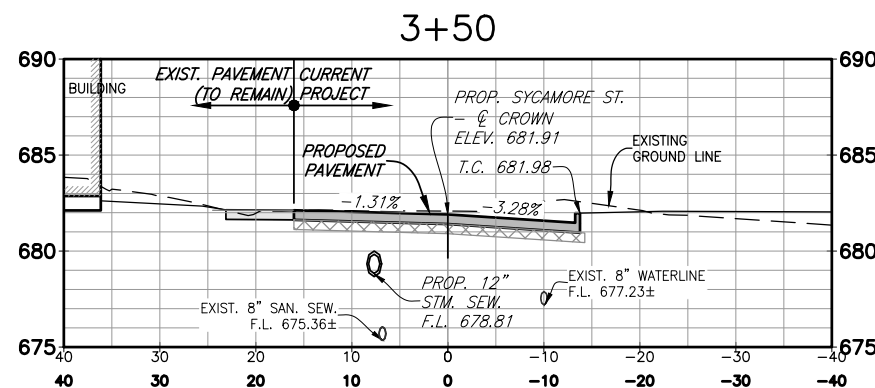
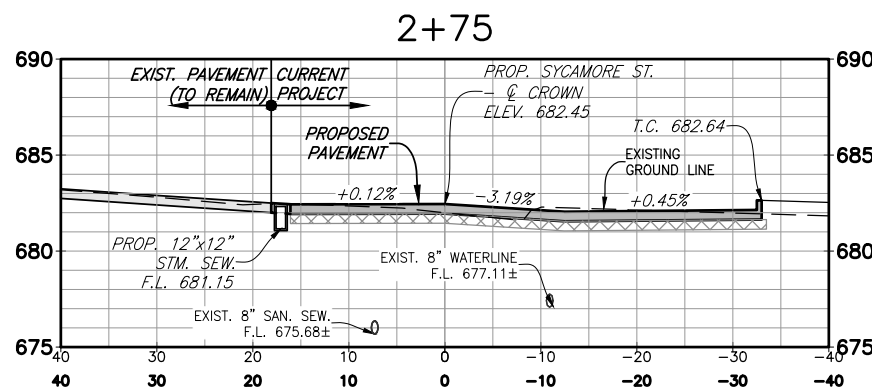
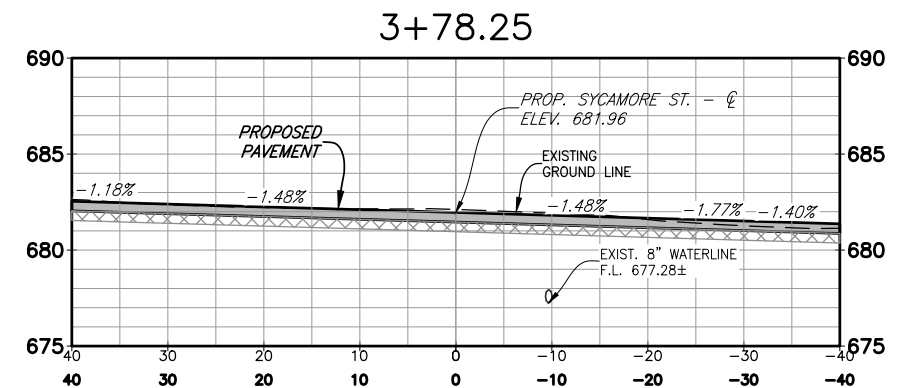
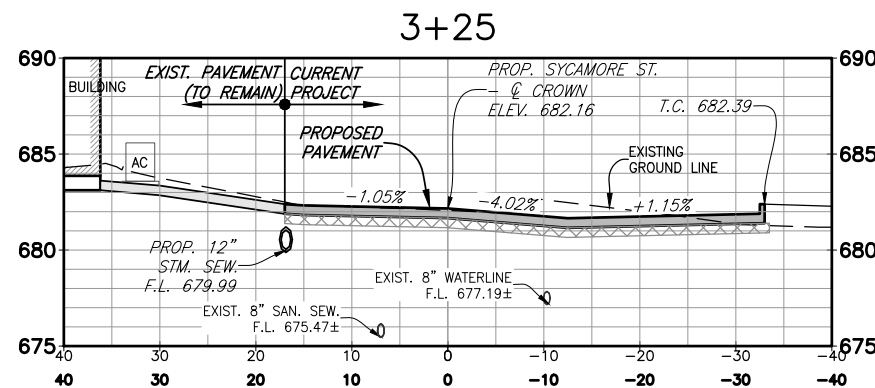
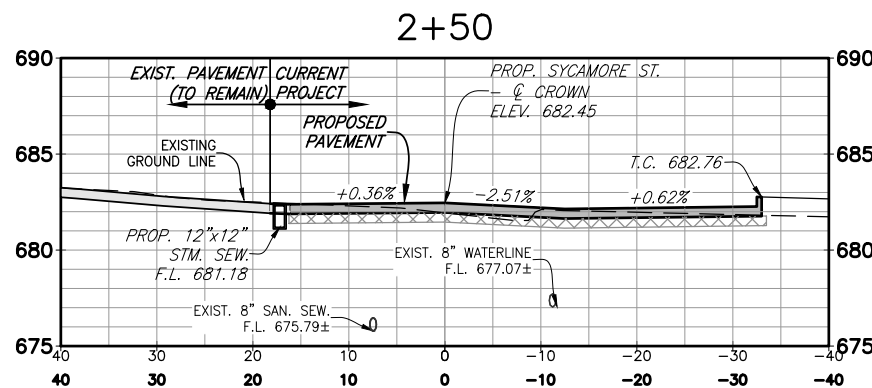
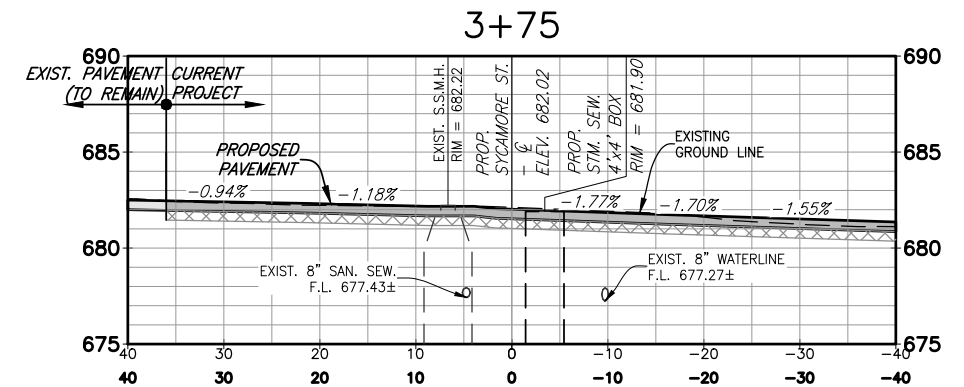
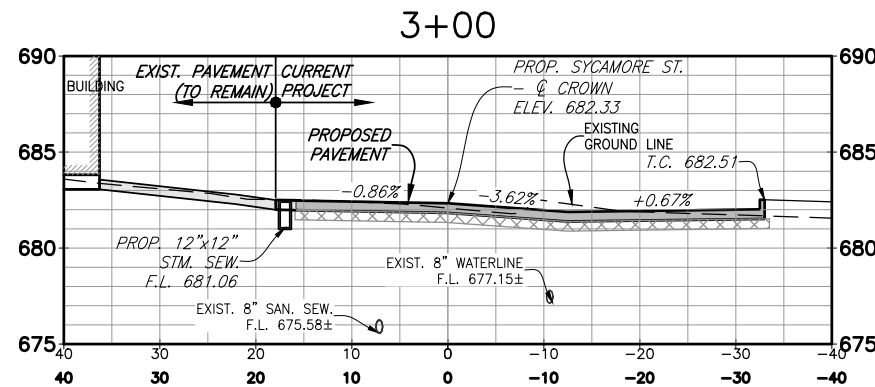
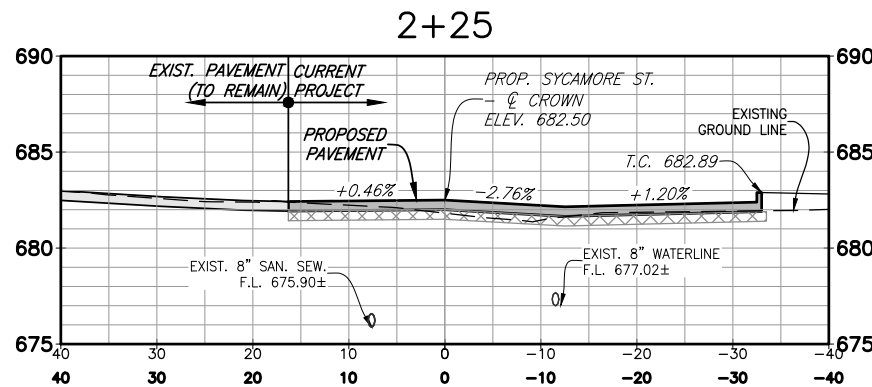


Justin Ivy
 05/22/2026

CITY OF AUBREY, TEXAS
 DOWNTOWN PARKING IMPROVEMENTS PHASE 1
SYCAMORE STREET IMPROVEMENTS
 ROADWAY CROSSING SECTIONS STA. 0+00 TO STA. 2+00

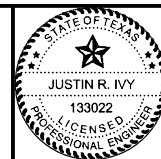
BHC
 PROJECT NO.
 2025136
 May 2026

SHEET NO.
11



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TBPELS Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900



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05/22/2026

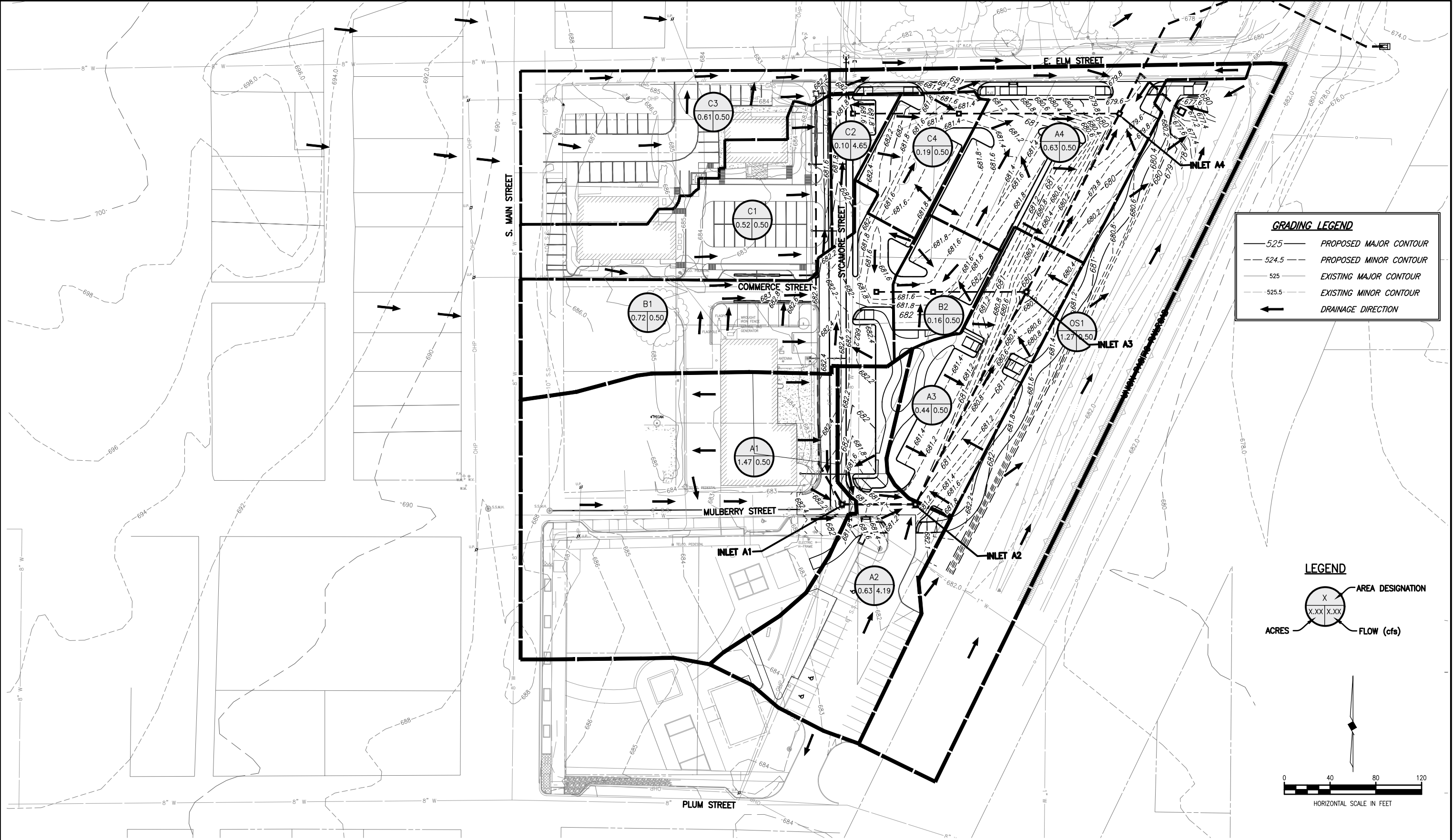
CITY OF AUBREY, TEXAS
DOWNTOWN PARKING IMPROVEMENTS PHASE 1
SYCAMORE STREET IMPROVEMENTS
ROADWAY CROSSING SECTIONS STA. 2+25 TO STA. 3+78.25

BHC
PROJECT NO.
2025136
May 2026

SHEET NO.
12

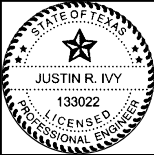


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	OVERALL EXISTING DRAINAGE AREA MAP					
	REVISED: 5/22/26 - TVASQUEZ H:\Projects\Aubrey\2025136 Downtown Parking Improvements Phase 1\Sheets\2025136 - Overall Existing DA Map.dwg PLOT SCALE: 1:2 PLOT STYLE: 11x17.ctb PLOTTED BY: COOPER GALLIMORE ON 5/22/2026 Page 388 of 1066					

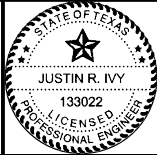


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PROFESSIONAL ENGINEERS
TBPE Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900



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05/22/2026



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05/22/2026

CITY OF AUBREY, TEXAS
DOWNTOWN PARKING IMPROVEMENTS PHASE 1

OVERALL PROPOSED DRAINAGE AREA MAP

BHC
PROJECT NO.
2025136

May 2026

SHEET NO.

14

FORM "A" -
EXISTING FULLY
DEVELOPED
RUNOFF

Incremental Drainage Area	Total	Downtown	Residential	Open	Effective	Incremental	Accumulated	Time of Concentration	Design Storm Frequency	Intensity (I)	Total Flow (Q)
Area.	Area	Area	Area	Area	Runoff			(Min.)	(Yrs.)	(In./Hr.)	(c.f.s.)
No.	(Ac.)	0.90	0.60	0.35	"C"	"CA"	"CA"	(Min.)	(Yrs.)	(In./Hr.)	(c.f.s.)
1	3	4	5	6	7	8	9	10	11	12	13
Name											
A-1	1.21	1.210	0.000	0.000	0.90	1.089	1.089	10.0	100	9.24	10.06
B-1	0.48	0.480	0.000	0.000	0.90	0.432	0.432	10.0	100	9.24	3.99
B-2	0.21	0.210	0.000	0.000	0.90	0.189	0.189	10.0	100	9.24	1.75
B-3	0.66	0.660	0.000	0.000	0.90	0.594	0.594	10.0	100	9.24	5.49
B-4	3.14	0.000	2.840	0.300	0.58	1.809	1.809	10.0	100	9.24	16.71
B-5	1.05	0.00	0.00	1.05	0.35	0.37	0.37	10.0	100	9.24	3.39

FORM "C" -
GRATE &
TRENCH DRAIN
INLET CAPACITY

Inlet Id.	Drainage Area I.D. (Ac.)	Flow (cfs)	Total Flow (cfs)	Inlet Perimeter (mifoots)	Weir Coefficient (mifoots)	Grate Inlet Depression (ft)	Grate Inlet Capacity (cfs)	Intercepted Flow By Grate Inlet (cfs)	Trench Drain Length Required (ft)	Trench Drain Length Provided (ft)	Trench Drain Capacity (cfs)	Intercepted Flow By Trench Drain (cfs)	Bypass Flow (cfs)	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
TD A1	A1	10.84	3.61	50	3.33	0.17	-----	-----	15.94	50	11.33	3.61	0.00	Trench Drain (Sta. 0+00-0+50)
Inlet A1	A1	10.84	16	3.33	0.17	3.63	3.63	3.63	-----	-----	-----	7.21	0.00	Grate Inlet (Sta. 1+24.56)
TD A2	A1 & A2	11.76	11.76	60	3.33	0.17	-----	-----	51.89	60	13.59	11.76	0.00	Trench Drain (Sta. 1+24.56-1+88.67)
Inlet A2	A2	4.55	4.55	16	3.33	0.17	3.63	3.63	-----	-----	-----	0.92	0.00	Grate Inlet (Sta. 1+88.67)
Inlet A3	A3	3.66	4.58	16	3.33	0.17	3.63	3.63	-----	-----	-----	0.95	0.00	Grate Inlet (Sta. 3+98.32)
Inlet A4	A4	5.24	6.19	16	3.33	0.25	6.66	6.19	-----	-----	-----	0.00	0.00	Grate Inlet (Sta. 5+74.19)
Inlet B1	B1	5.99	5.99	16	3.33	0.17	3.63	3.63	-----	-----	-----	2.36	0.00	Grate Inlet (Sta. 0+00)
TD B1	B1 & B2	7.32	3.69	50	3.33	0.17	-----	-----	16.29	50	13.59	3.69	0.00	Trench Drain (Sta. 0+00-0+49.58)
Inlet B2	B1 & B2	1.33	1.33	16	3.33	0.17	3.63	1.33	-----	-----	-----	0.00	0.00	Grate Inlet (Sta. 1+31.13)
Inlet C1	C1	0.83	0.83	16	3.33	0.17	3.63	0.83	-----	-----	-----	0.00	0.00	Grate Inlet (Sta. 0+19.24)
Inlet C2	C2	1.58	1.58	16	3.33	0.17	3.63	1.58	-----	-----	-----	0.00	0.00	Grate Inlet (Sta. 1+11.89)

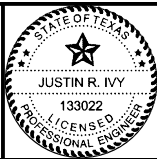
FORM "B" -
PROPOSED
FULLY
DEVELOPED
RUNOFF

Incremental Drainage Area	Total	Downtown	Residential	Open	Effective	Incremental	Accumulated	Time of Concentration	Design Storm Frequency	Intensity (I)	Total Flow (Q)
Area.	Area	Area	Area	Area	Runoff			(Min.)	(Yrs.)	(In./Hr.)	(c.f.s.)
No.	(Ac.)	0.90	0.60	0.40	"C"	"CA"	"CA"	(Min.)	(Yrs.)	(In./Hr.)	(c.f.s.)
1	3	4	5	6	7	8		10	11	12	13
A1	1.47	1.170		0.300	0.80	1.173		10.0	100	9.24	10.84
A2	0.63	0.480		0.150	0.78	0.492		10.0	100	9.24	4.55
A3	0.44	0.440			0.90	0.396		10.0	100	9.24	3.66
A4	0.63	0.630			0.90	0.567		10.0	100	9.24	5.24
TOTAL:											24.28
B1	0.72	0.720			0.90	0.648		10.0	100	9.24	5.99
B2	0.16	0.160			0.90	0.144		10.0	100	9.24	1.33
TOTAL:											7.32
C1	0.10	0.100			0.90	0.090		10.0	100	9.24	0.83
C2	0.19	0.190			0.90	0.171		10.0	100	9.24	1.58
TOTAL:											2.41
C3	0.61	0.610			0.90	0.549		10.0	100	9.24	5.07
C4	0.52	0.520			0.90	0.468		10.0	100	9.24	4.32
TOTAL:											9.40
OS1	1.27	0.05	0.00	1.00	0.35	0.45		10.0	100	9.24	4.11

	Project:																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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PROFESSIONAL ENGINEERS
TBPELS Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900



Justin Ivy
05/22/2026

CITY OF AUBREY, TEXAS
DOWNTOWN PARKING IMPROVEMENTS PHASE 1

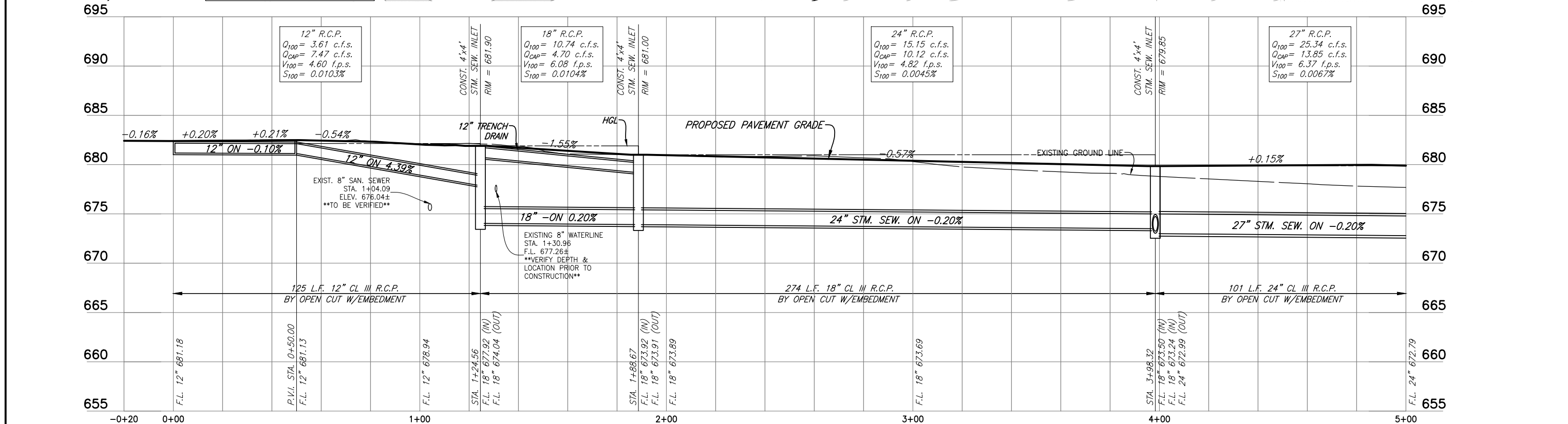
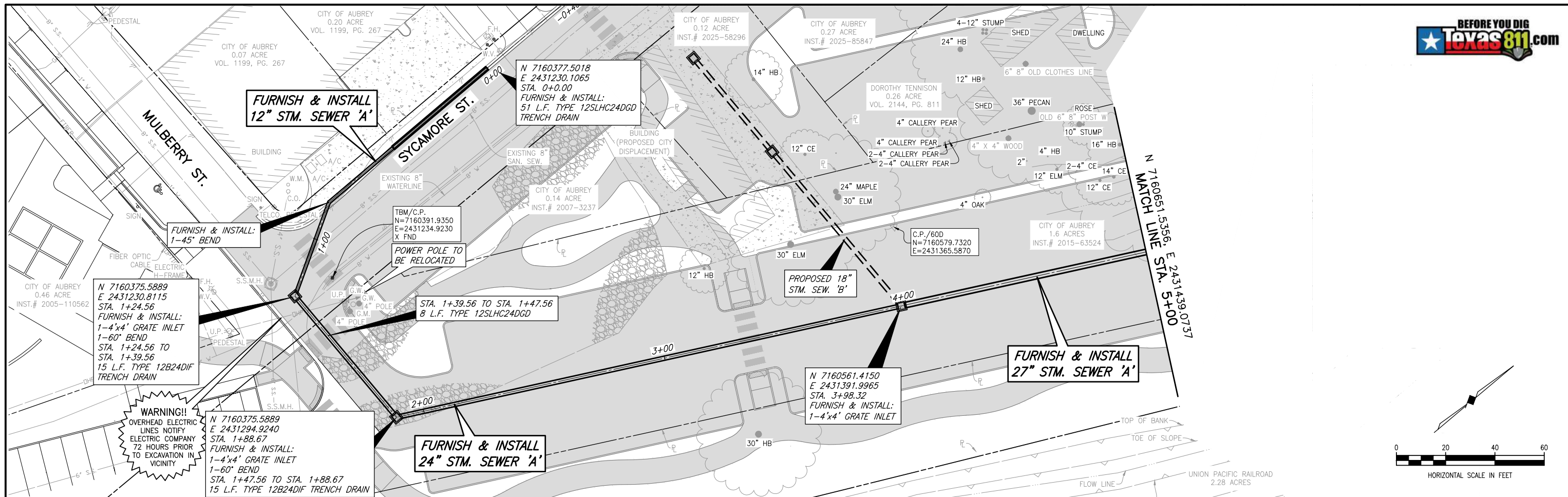
HYDROLOGIC AND HYDRAULIC CALCULATIONS

BHC
PROJECT NO.
2025136

May 2026

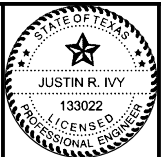
SHEET NO.

15



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TBPELS Firm No. 526; TBPFS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900

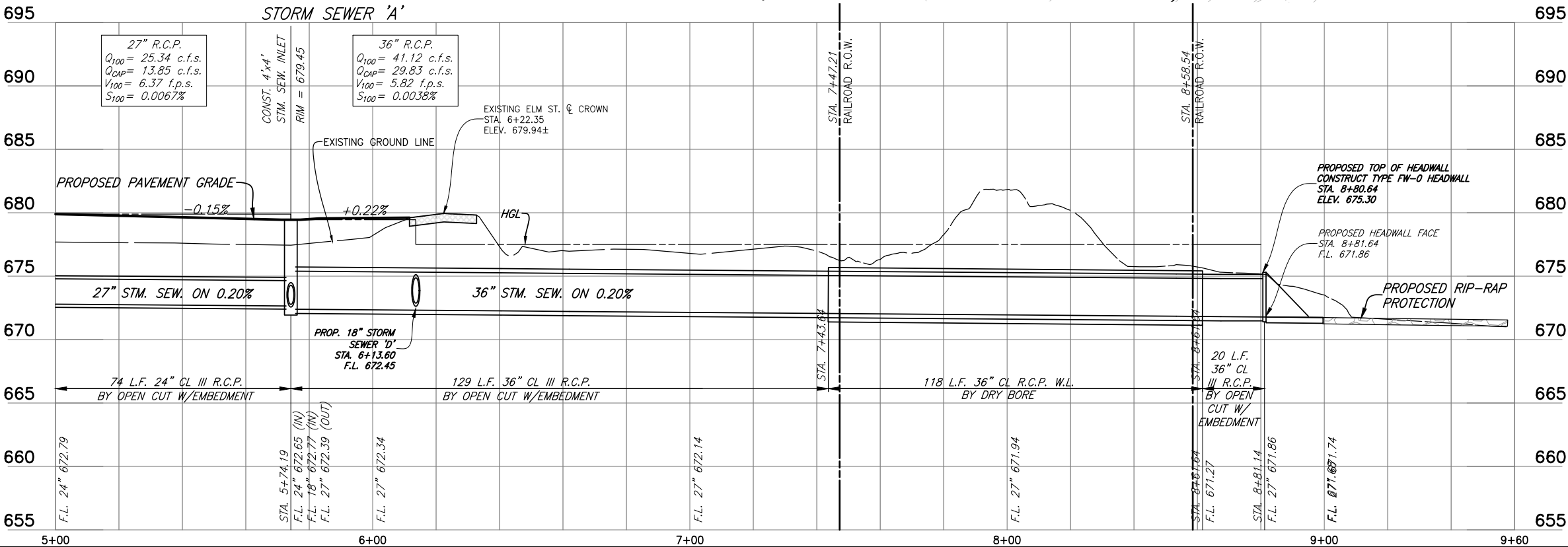
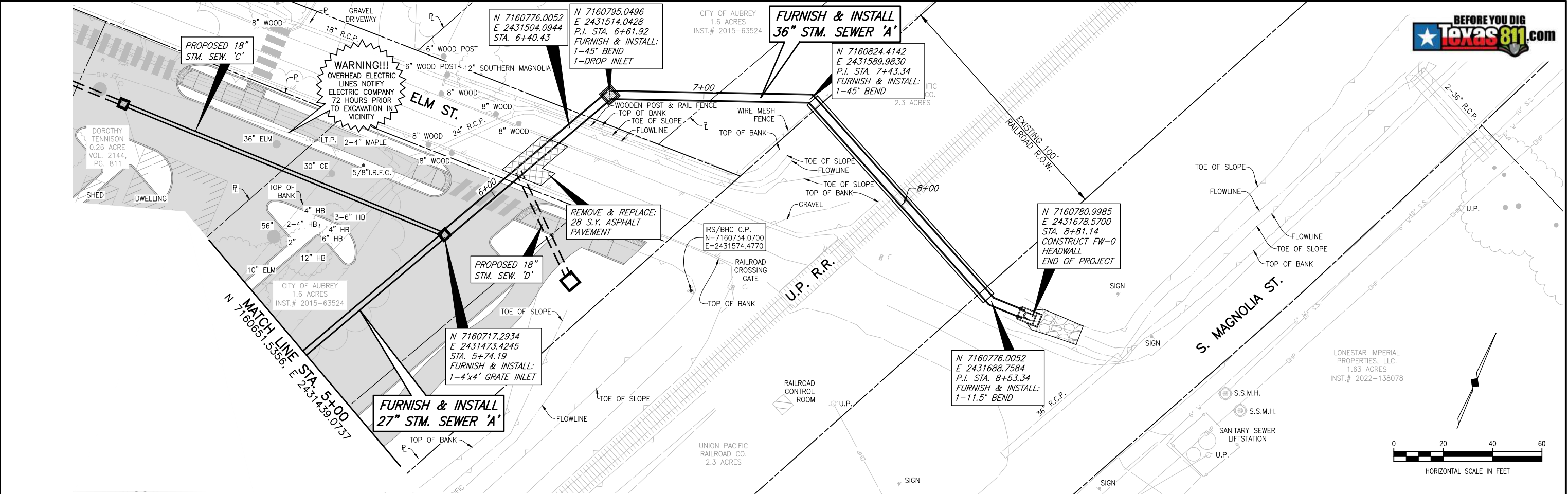


Justin Ivy
05/22/2026

CITY OF AUBREY, TEXAS
DOWNTOWN PARKING IMPROVEMENTS PHASE 1
STORM SEWER LINE 'A'
PLAN AND PROFILE
STA. 0+00 TO STA. 5+22.64

BHC
PROJECT NO.
2025136
May 2026

SHEET NO.
16



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PROFESSIONAL ENGINEERS
TBPELS Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900

STATE OF TEXAS

JUSTIN R. IVY

133022

LICENSED PROFESSIONAL ENGINEER

Justin Ivy
05/22/2026

CITY OF AUBREY, TEXAS
DOWNTOWN PARKING IMPROVEMENTS PHASE 1

STORM SEWER LINE 'A' - PLAN AND PROFILE STA. 5+00 TO STA. 8+41.99

BHC
PROJECT NO.
2025136

May 2026

SHEET NO.

17

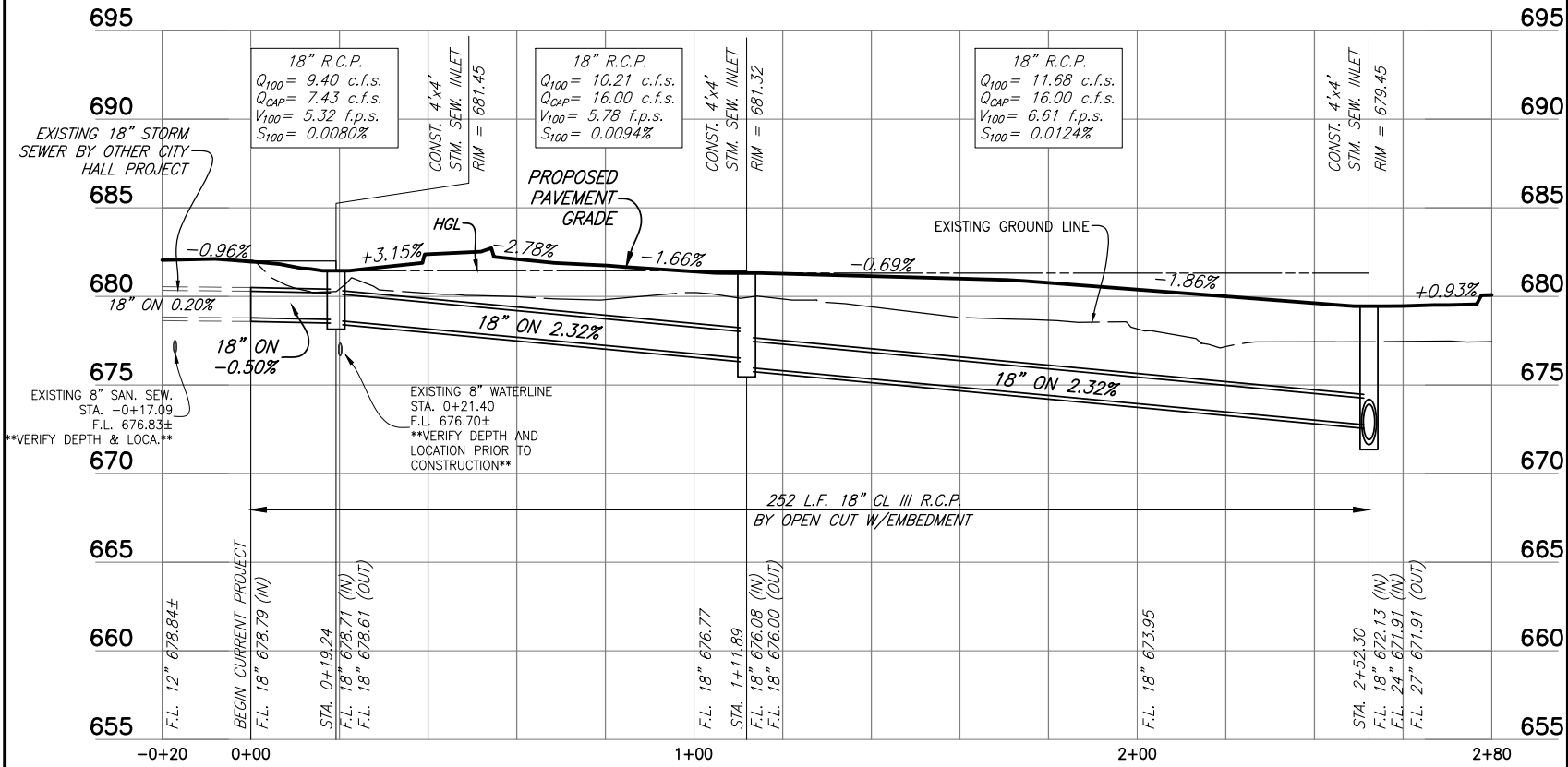
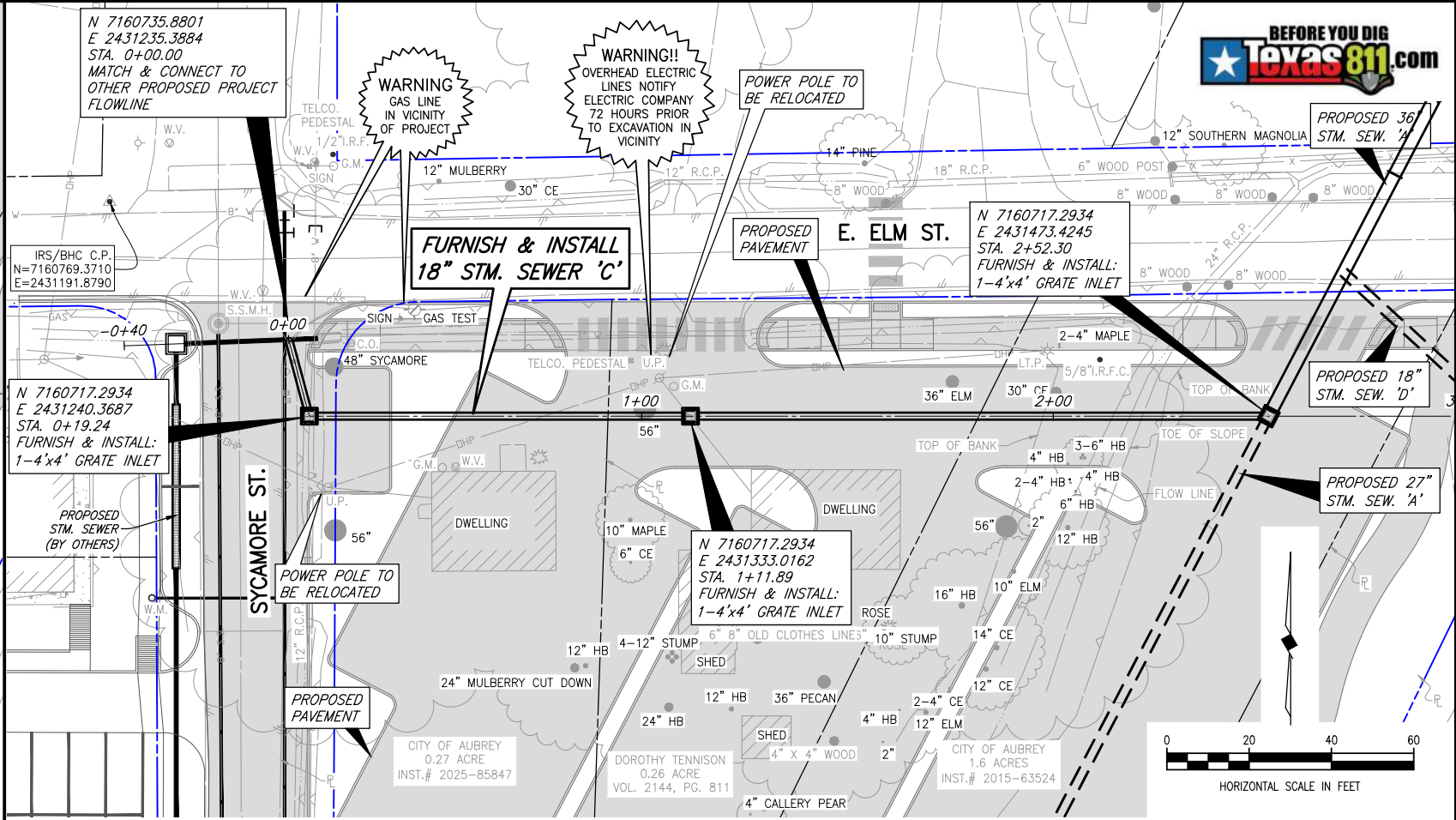
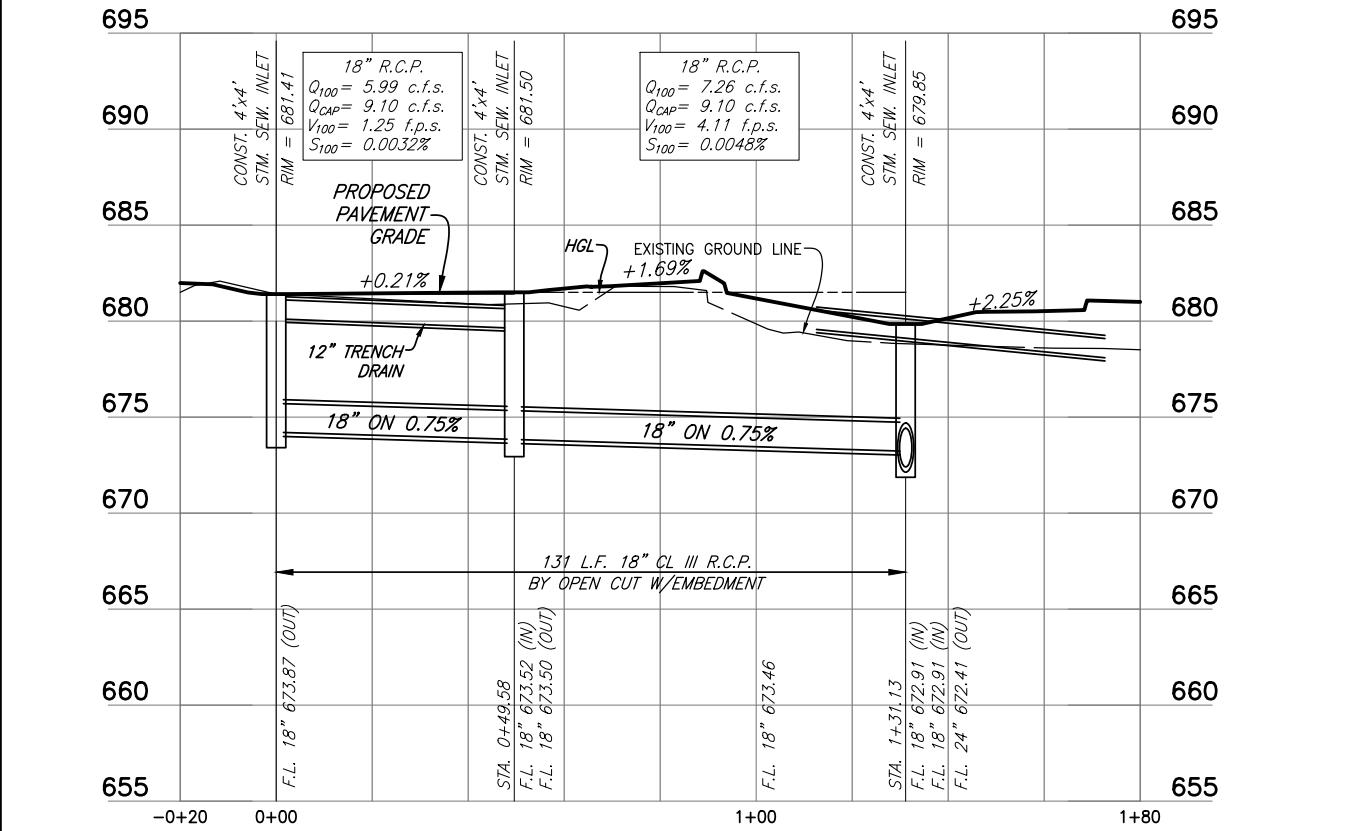
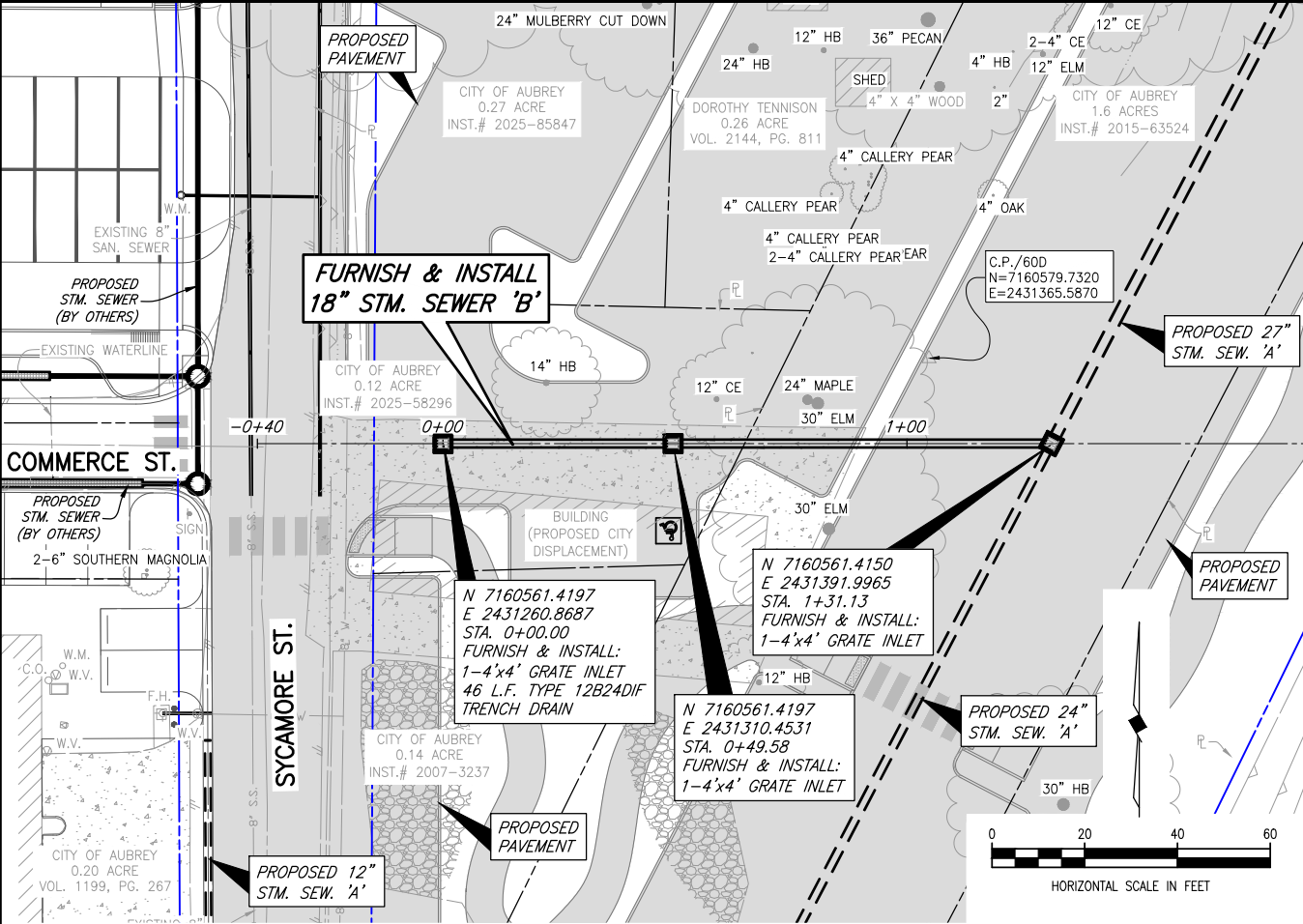
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PLOT SCALE: 1:2

PLOT STYLE: 11x17.ctb

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Page 392 of 1066



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PROFESSIONAL ENGINEERS
TBPELS Firm No. 526; TBPIS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900

Justin Ivy
05/22/2026

CITY OF AUBREY, TEXAS
DOWNTOWN PARKING IMPROVEMENTS PHASE 1
PLAN AND PROFILE
STM. SEW. 'B' - STA. 0+00 TO STA. 1+31.13
STM. SEW. 'C' - STA. 0+00 TO STA. 2+33.06

BHC
PROJECT NO.
2025136
May 2026

SHEET NO.
18

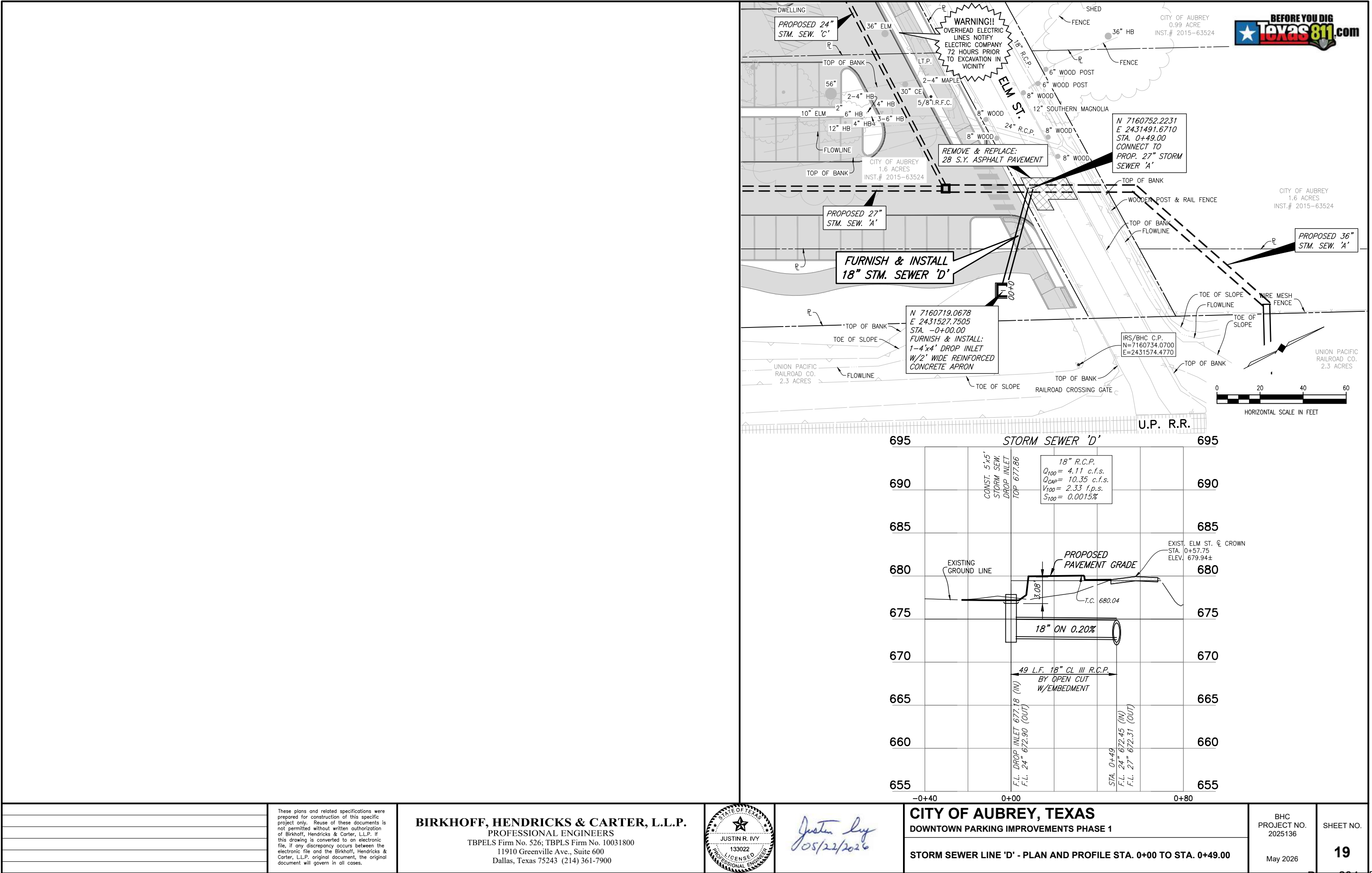
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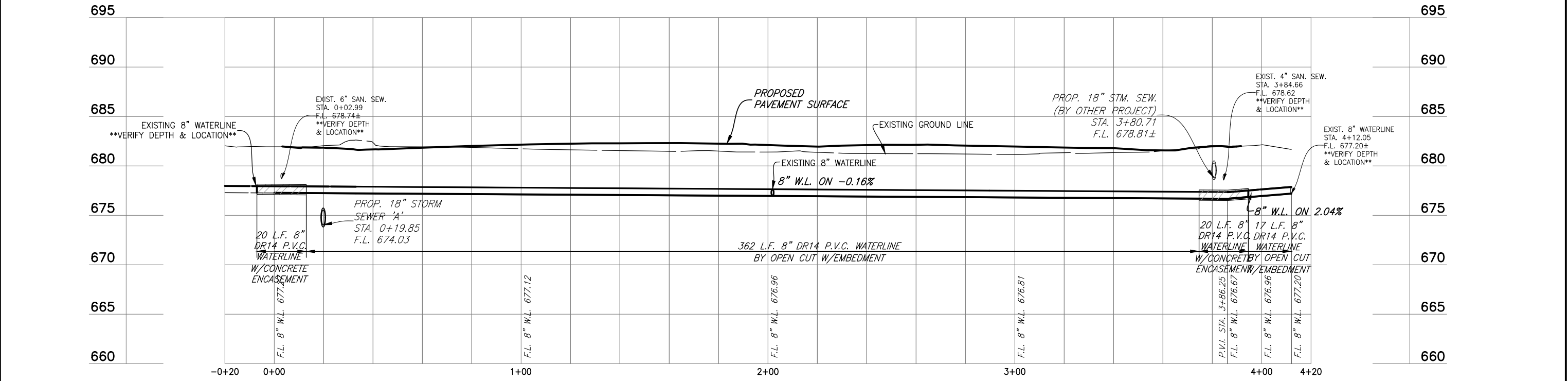
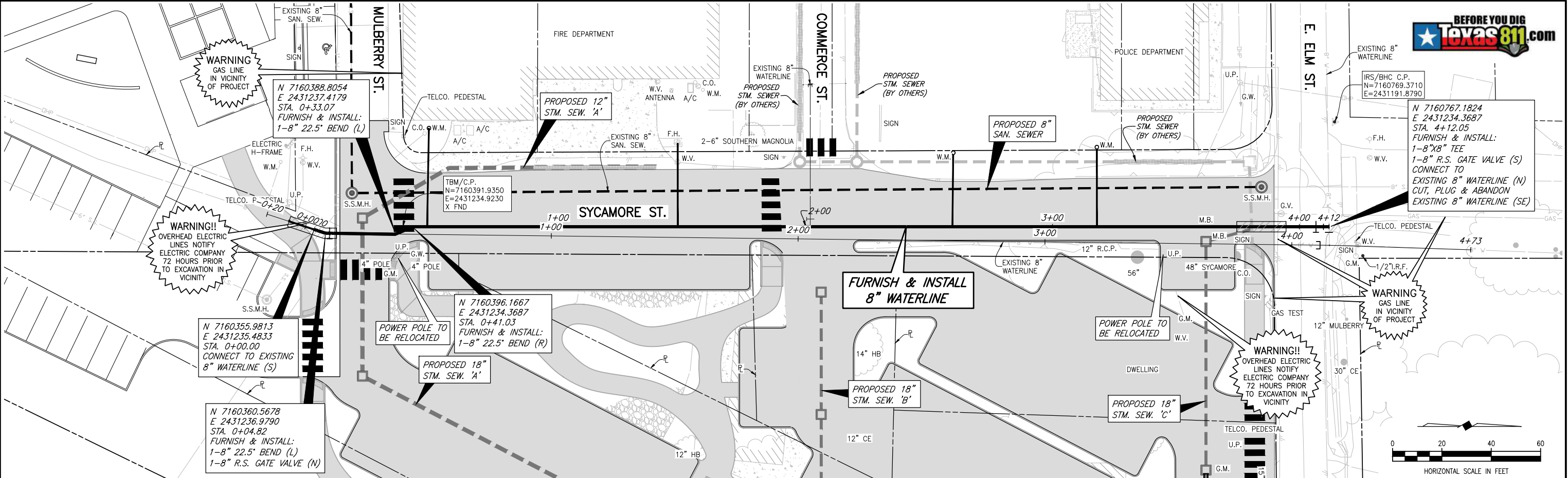
PLOT SCALE: 1:2

PLOT STYLE: 11x17.ctb

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Page 393 of 1066





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PROFESSIONAL ENGINEERS
TBPELS Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900

Justin Ivy
05/22/2026

CITY OF AUBREY, TEXAS
DOWNTOWN PARKING IMPROVEMENTS PHASE 1
PROPOSED 8" WATERLINE
STA. 0+00 TO STA. 04+12.05

BHC
PROJECT NO.
2025136
May 2026

SHEET NO.
20

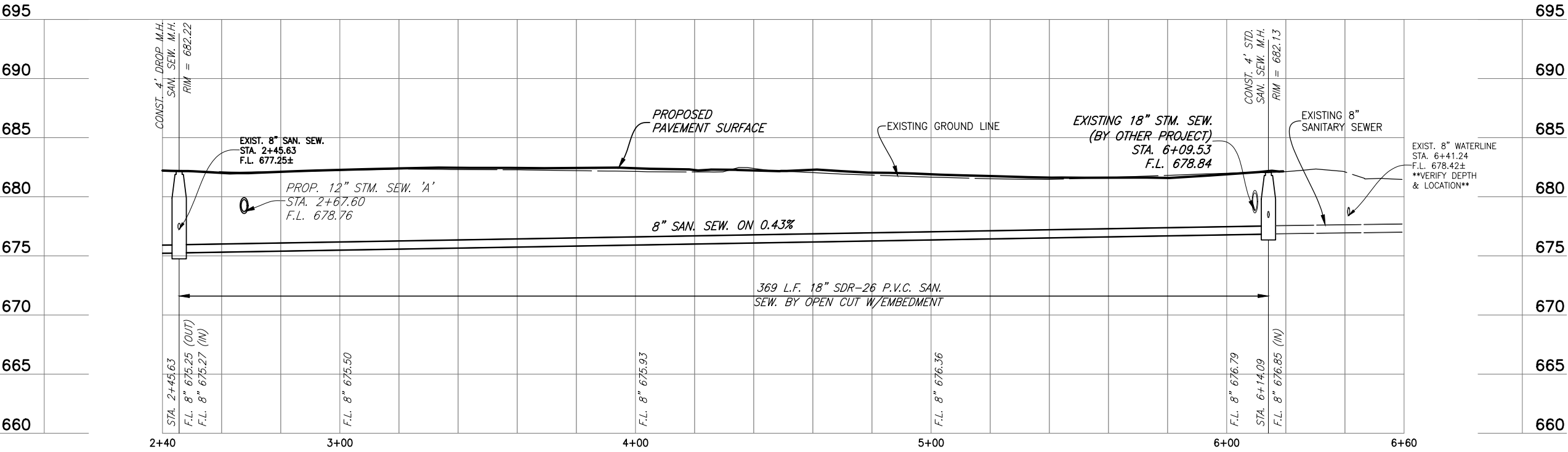
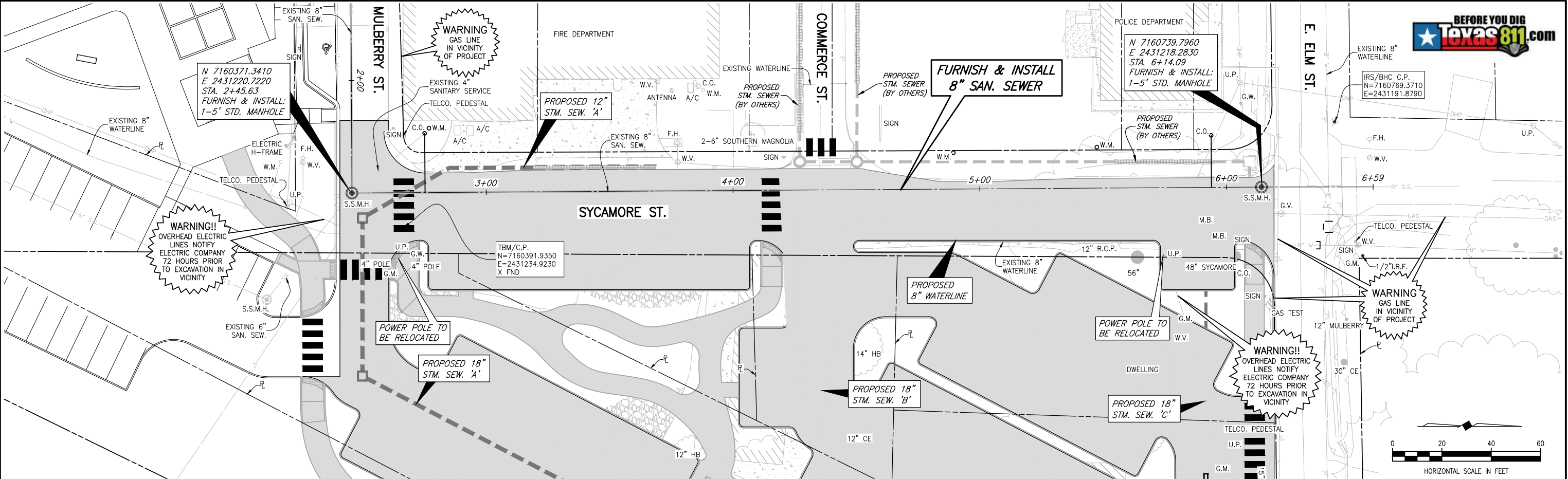
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PLOT SCALE: 1:2

PLOT STYLE: 11x17.ctb

PLOTTED BY: COOPER GALLIMORE ON 5/22/2026

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PROFESSIONAL ENGINEERS
TBPELS Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900

Justin Ivy
05/22/2026

CITY OF AUBREY, TEXAS
DOWNTOWN PARKING IMPROVEMENTS PHASE 1
PROPOSED 8" SANITARY SEWER
STA. 0+00 TO STA. 04+12.05

BHC
PROJECT NO.
2025136
May 2026

SHEET NO.
21

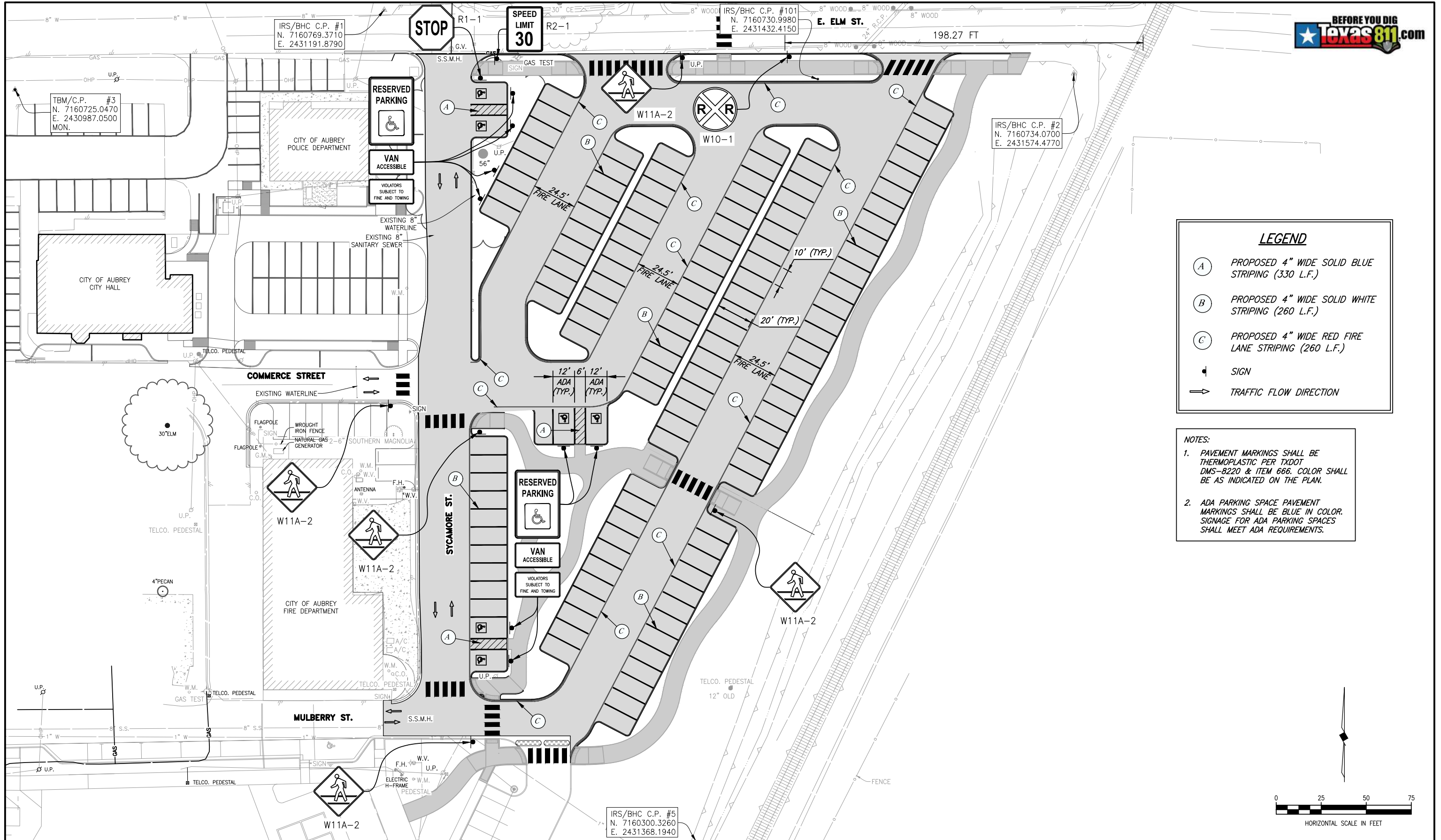
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PLOT SCALE: 1:2

PLOT STYLE: 11x17.ctb

PLOTTED BY: COOPER GALLIMORE ON 5/22/2026

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LEGEND

(A) PROPOSED 4" WIDE SOLID BLUE STRIPING (330 L.F.)

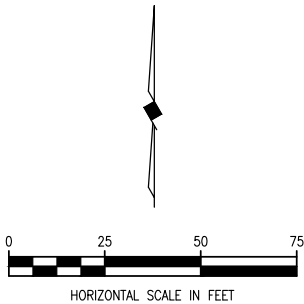
(B) PROPOSED 4" WIDE SOLID WHITE STRIPING (260 L.F.)

(C) PROPOSED 4" WIDE RED FIRE LANE STRIPING (260 L.F.)

⬮ SIGN

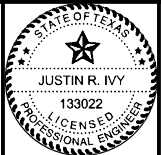
➡ TRAFFIC FLOW DIRECTION

- NOTES:**
- PAVEMENT MARKINGS SHALL BE THERMOPLASTIC PER TXDOT DMS-8220 & ITEM 666. COLOR SHALL BE AS INDICATED ON THE PLAN.
 - ADA PARKING SPACE PAVEMENT MARKINGS SHALL BE BLUE IN COLOR. SIGNAGE FOR ADA PARKING SPACES SHALL MEET ADA REQUIREMENTS.



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TBPELS Firm No. 526; TBPLS Firm No. 10031800
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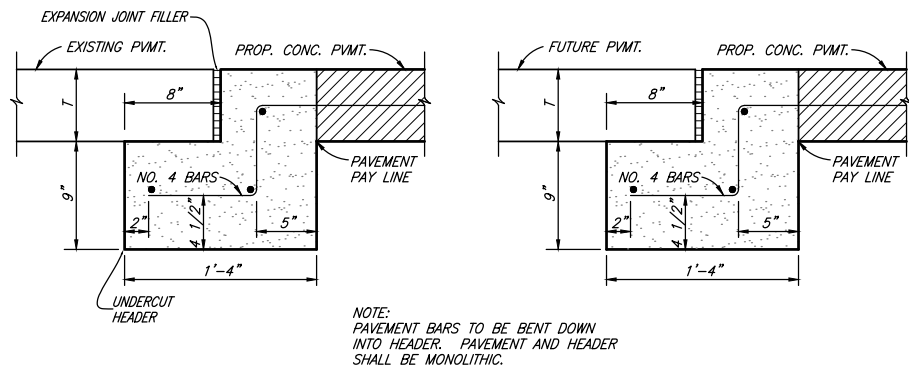


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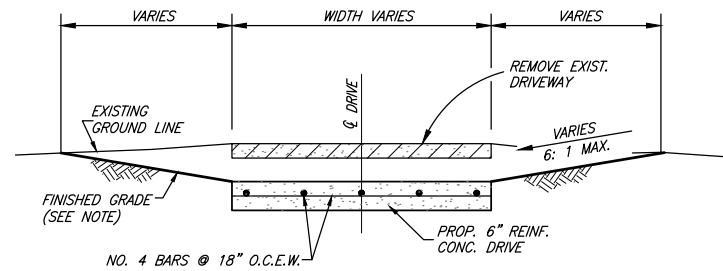
CITY OF AUBREY, TEXAS
DOWNTOWN PARKING IMPROVEMENTS PHASE 1
PROPOSED SIGNAGE & PAVEMENT MARKINGS

BHC
PROJECT NO.
2025136
May 2026

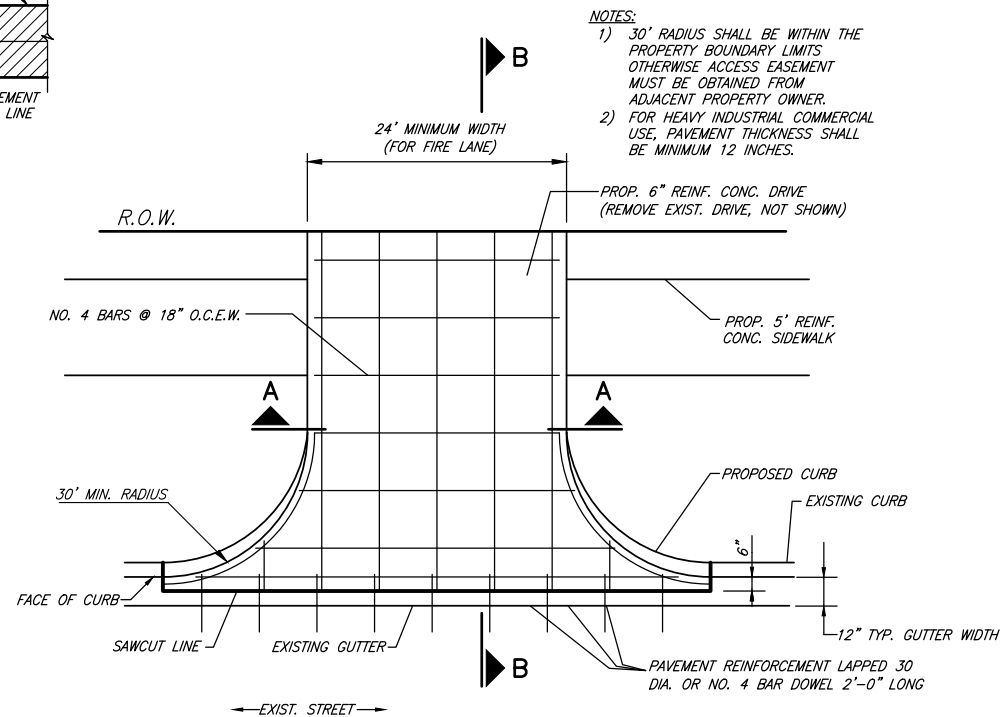
SHEET NO.
22



STREET HEADER

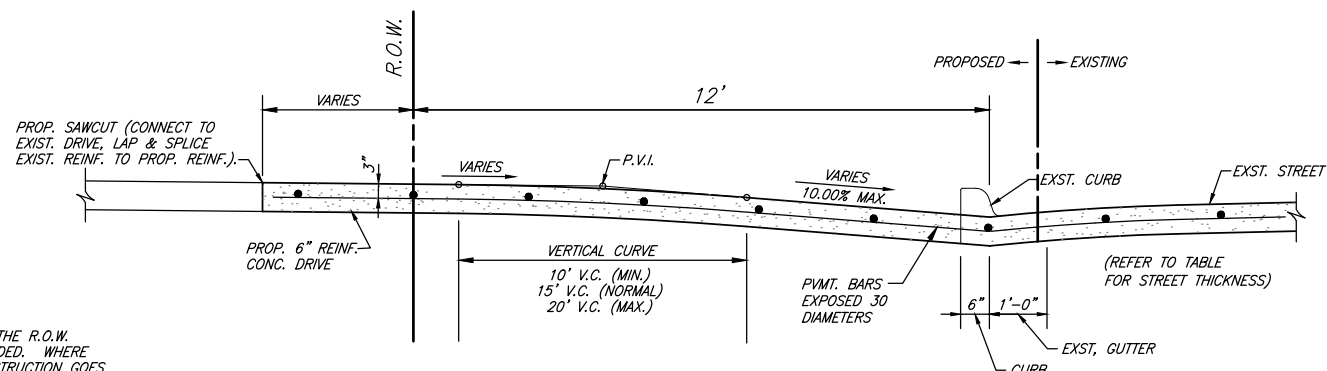


SECTION A-A N.T.S.



COMMERCIAL TYPICAL DRIVE CONNECTION TO EXISTING CONCRETE STREET

N.T.S.

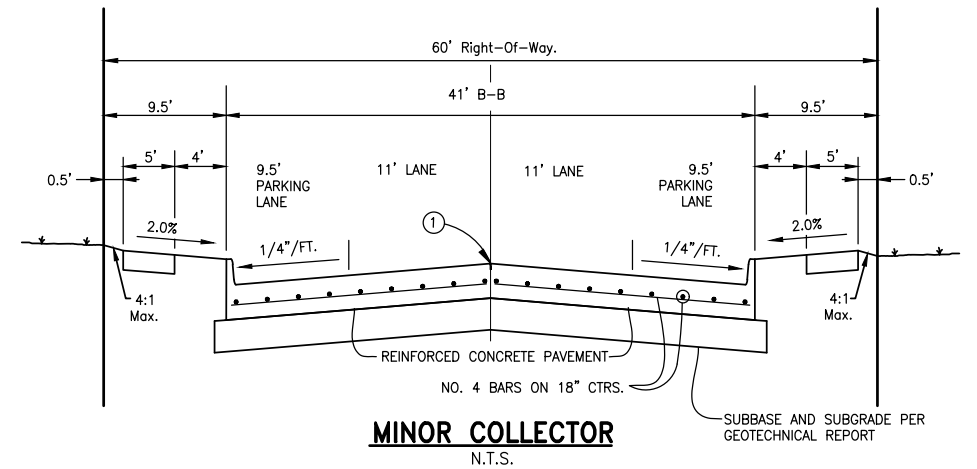


SECTION B-B N.T.S.

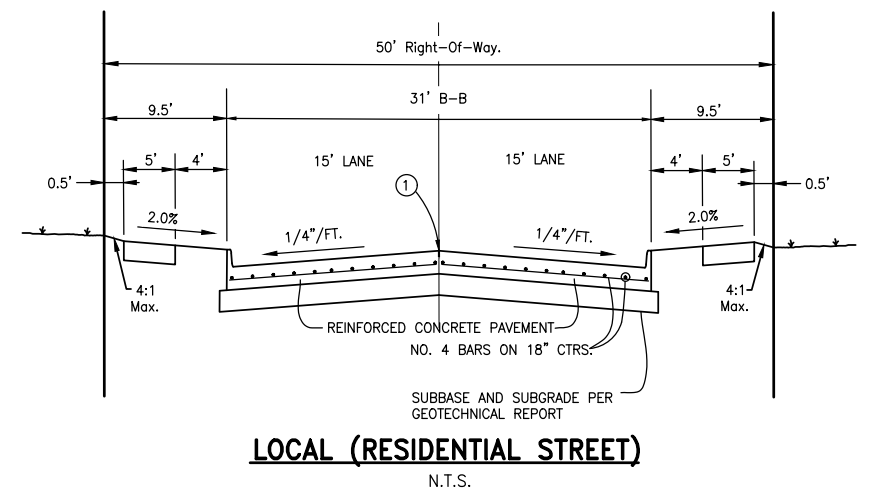
NOTE:
FINISHED GRADING WITHIN THE R.O.W. SHALL BE BROADCAST SEED. WHERE PROPOSED DRIVEWAY CONSTRUCTION GOES BEYOND THE R.O.W. AND INTO PRIVATE PROPERTY, THE FINISHED GRADING SHALL BE BLOCK SODDED TO RESTORE THE LANDSCAPING TO ITS PRE-CONSTRUCTION APPEARANCE.

Maximum Thickness	Artrial	Collector	Local	Truck Lane	Fire Lane	Industrial
Pavement	10"	10"	8"	12"	8"	12"
Subgrade	8"	8"	8"	8"	8"	8"

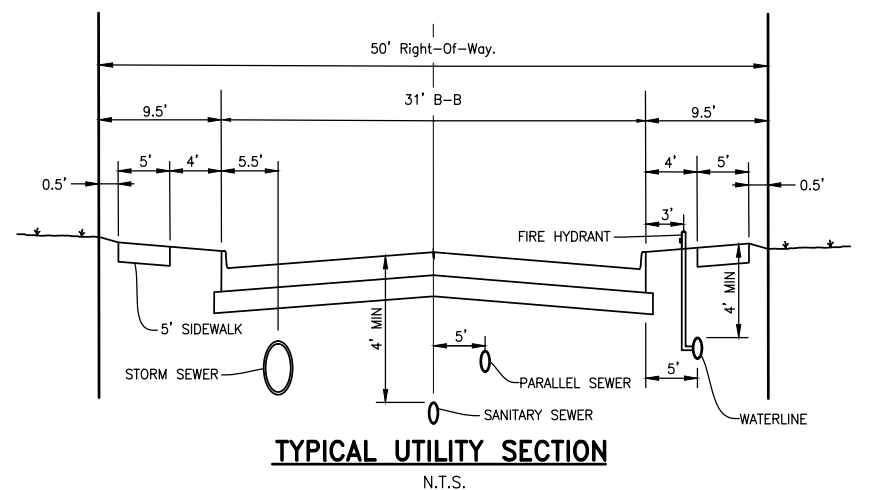
DRIVEWAY RETURN SECTIONS



MINOR COLLECTOR N.T.S.



LOCAL (RESIDENTIAL STREET) N.T.S.



TYPICAL UTILITY SECTION N.T.S.

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Dallas, Texas 75243 (214) 361-7900

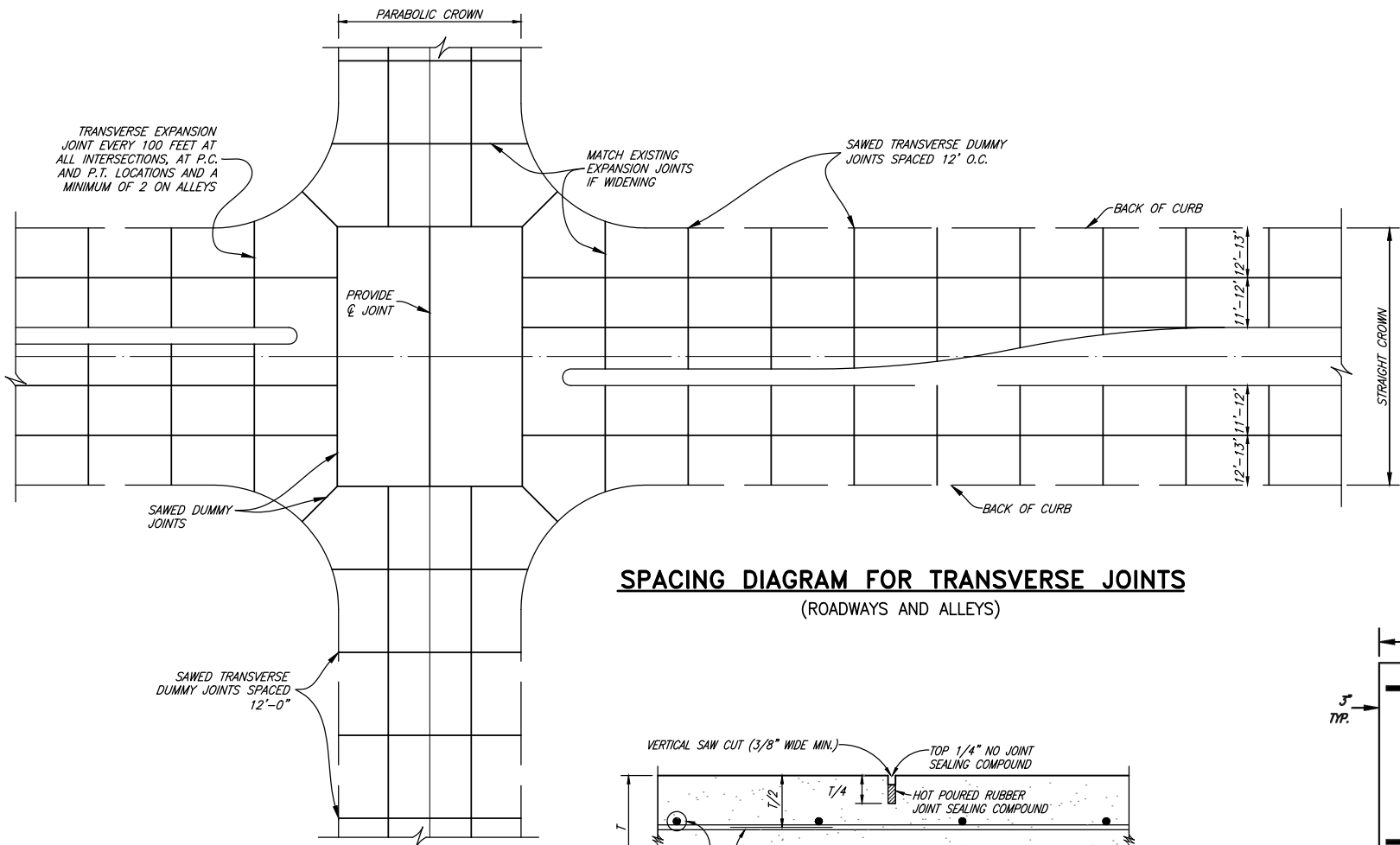


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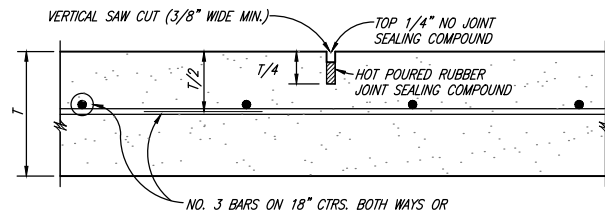
CITY OF AUBREY, TEXAS
DOWNTOWN PARKING IMPROVEMENTS PHASE 1
AUBREY DETAILS

BHC
PROJECT NO.
2025136
May 2026

SHEET NO.
23

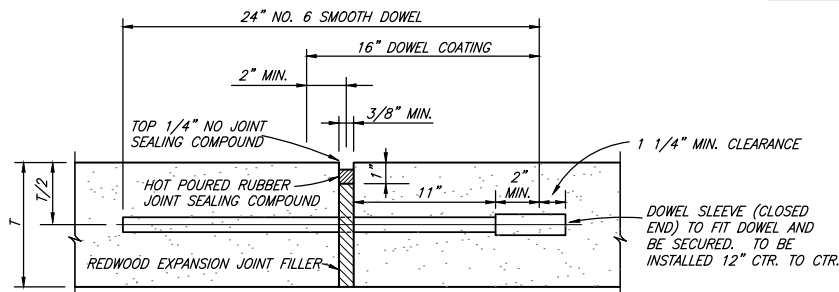


SPACING DIAGRAM FOR TRANSVERSE JOINTS
(ROADWAYS AND ALLEYS)



TRANSVERSE JOINTS SPACED 12 FT. C.-C. (MAX)
LONGITUDINAL JOINTS SPACED 20 FT. C.-C. (MAX.)

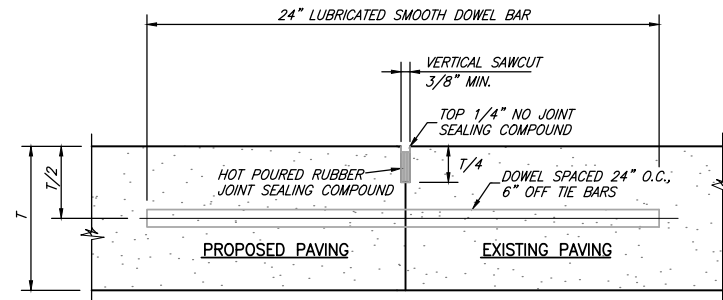
SAWED DUMMY JOINT



TRANSVERSE EXPANSION JOINT NOTES:

1. DOWELS AND REINFORCING BARS SHALL BE SUPPORTED BY AN APPROVED DEVICE.
2. TRANSVERSE EXPANSION JOINTS SHALL BE SPACED AT 400 FT. MAXIMUM AND AT ALL INTERSECTIONS.

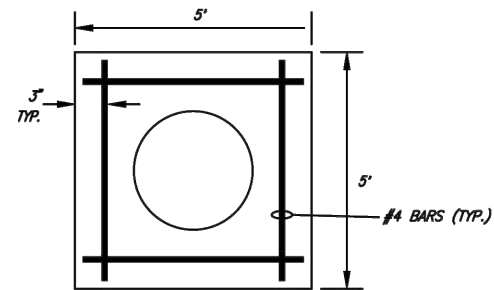
TRANSVERSE EXPANSION JOINT



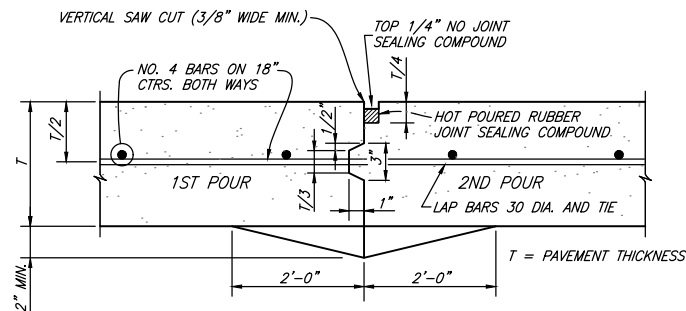
NOTE:

1. T=8" OR GREATER USE NO. 6 BAR, T=6" OR LESS USE NO. 5 BAR
2. LONGITUDINAL BUTT CONSTRUCTION MAY BE UTILIZED IN PLACE OF LONGITUDINAL HINGED (KEYWAY) JOINT AT CONTRACTORS OPTION.
3. DOWEL BARS SHALL BE DRILLED INTO PAVEMENT HORIZONTALLY BY USE OF A MECHANICAL RIG. HAND DRILLING NOT ACCEPTABLE. DAMAGE TO EXISTING PAVEMENT SHALL BE REMOVED BY CONTRACTOR AND JOINT CONSTRUCTED AT CONTRACTORS EXPENSE.
4. DOWEL BAR SHOWN IS IN ADDITION TO TIE BARS (12" O.C.-6" OFF DOWELS).
5. TIE BARS SHALL BE NO. 5 BAR DEFORMED. TIE BAR SHALL HAVE A LENGTH OF 24 INCHES.

LONGITUDINAL BUTT JOINT



MANHOLE PAD PLAN



CONSTRUCTION JOINT NOTES:

1. CONTRACTOR SHALL PROTECT KEYWAY PRIOR TO SECOND POUR. IF LONGITUDINAL KEYWAY IS DAMAGED, CONTRACTOR SHALL REPAIR WITH THE USE OF LONGITUDINAL BUTT JOINT (DRILL DOWELS INTO FIRST POUR).
2. THICKENED EDGES ARE REQUIRED FOR FUTURE WIDENING ONLY.

CONSTRUCTION JOINT

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11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900

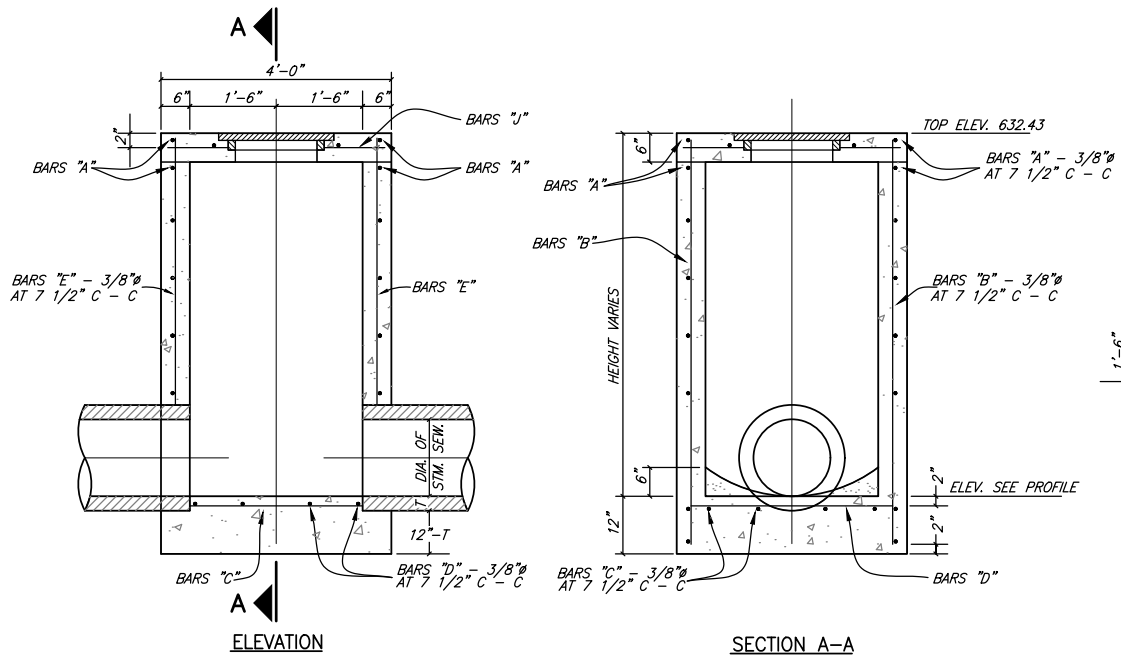


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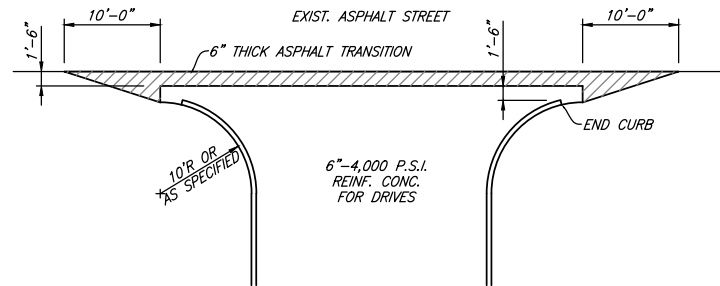
CITY OF AUBREY, TEXAS
DOWNTOWN PARKING IMPROVEMENTS PHASE 1
AUBREY DETAILS

BHC
PROJECT NO.
2025136
May 2026

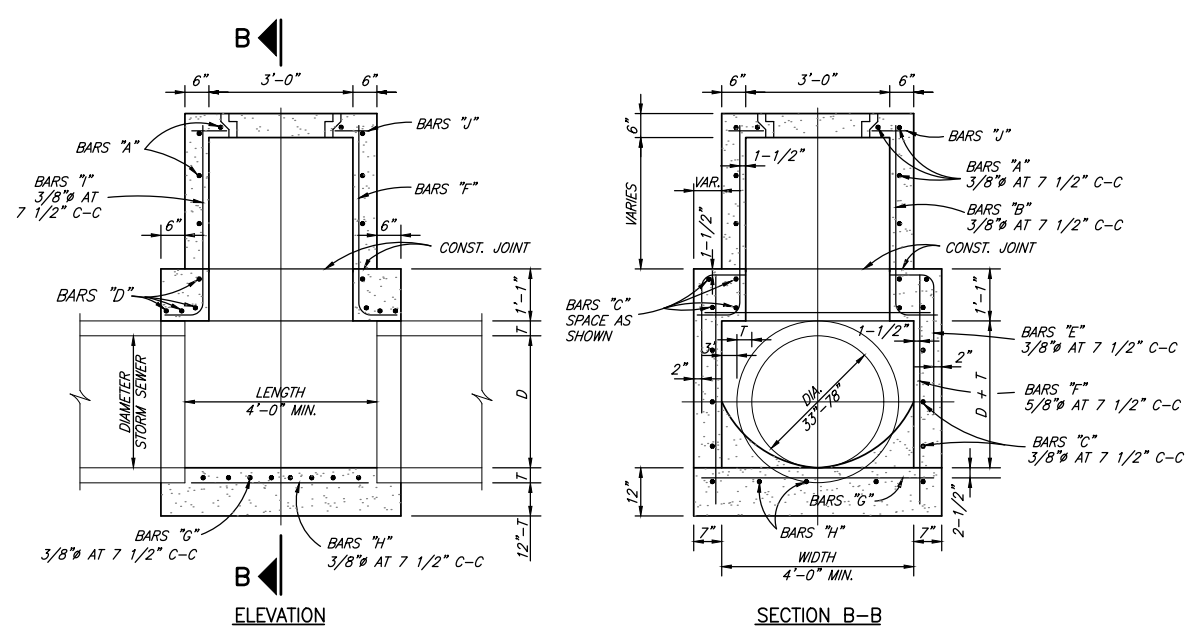
SHEET NO.
24



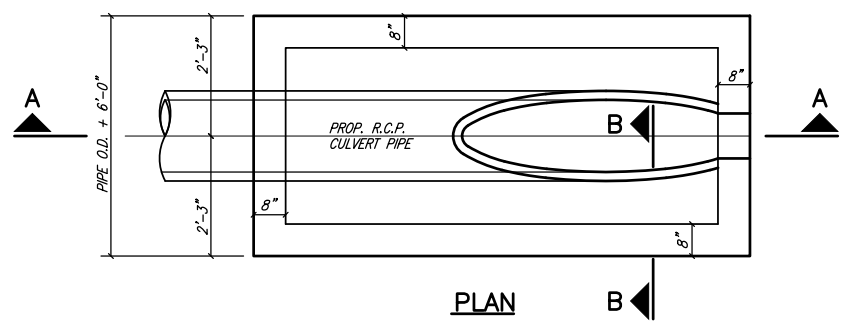
STORM SEWER TYPE A MANHOLE
MAX. PIPE SIZE 30"



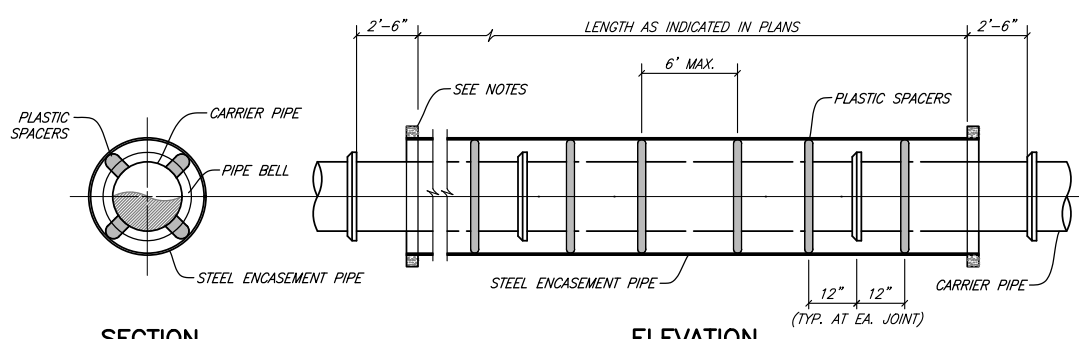
TYPICAL DRIVE OR STREET CONNECTION TO EXISTING ASPHALT STREET



TYPE B STORM SEWER MANHOLE
MAX. PIPE SIZE 78"



PLAN

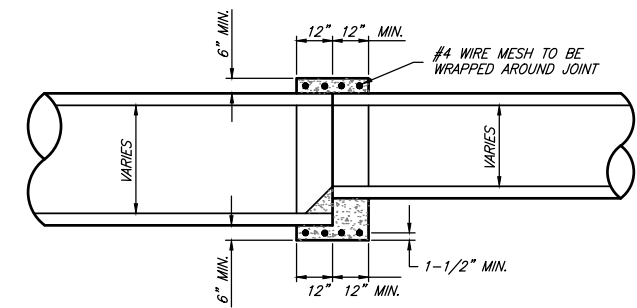


SECTION

ELEVATION

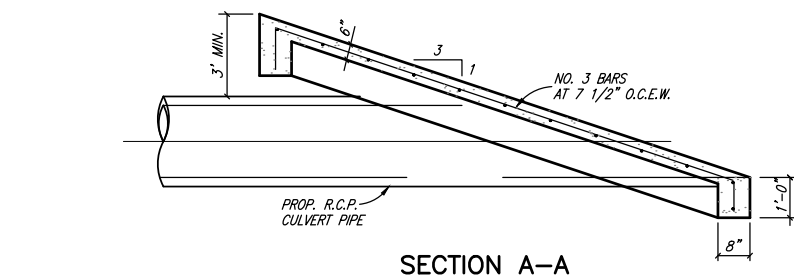
ENCASED ROAD BORE

- NOTES:
- 1) PREFABRICATED PLASTIC SPACERS MUST BE APPROVED BY THE OWNER. SPACERS SHALL BE RACI SPACERS OR APPROVED EQUAL.
 - 2) CONTRACTOR SHALL PROVIDE SUPPORT UNDER CARRIER PIPE TO HAVE MIN. 1" CLEARANCE BETWEEN PIPE BELL AND ENCASEMENT PIPE.
 - 3) ENDS OF ENCASEMENT PIPE SHALL BE PLUGGED WITH BRICK AND MORTAR FOR ROADWAY CROSSINGS. PLUGS SHALL BE CONSTRUCTED WITH A WEEP HOLE.
 - 4) ALL JOINTS INSIDE THE ENCASEMENT PIPE SHALL BE FULLY RESTRAINED. FUSIBLE PIPE OR CERTA-LOK ARE ACCEPTABLE MATERIALS. MECHANICAL RESTRAINTS SHALL INCLUDE FITTING TO PREVENT OVER BELLING THE PIPE. RESTRAINING GASKETS ARE NOT PERMITTED.

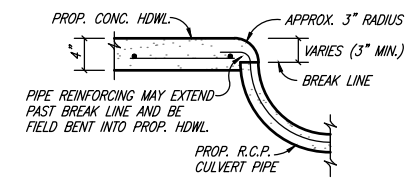


DETAIL OF CONCRETE COLLAR FOR R.C.P. OR R.C.A.P. CONNECTIONS

INSIDE JOINT SHALL BE CONCRETE MORTAR

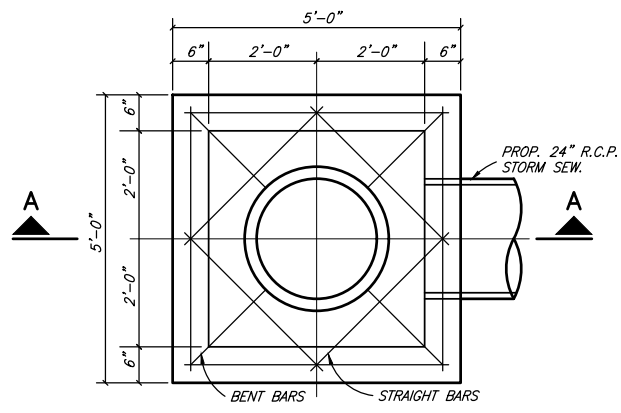


SECTION A-A

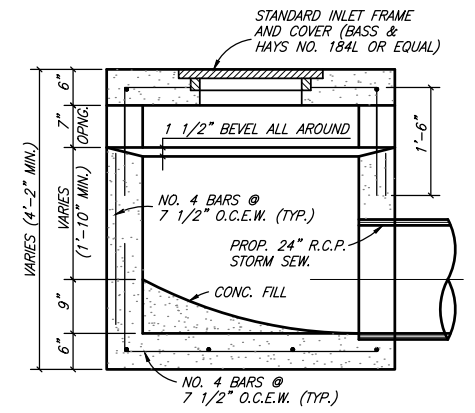


SECTION B-B

SLOPED CONCRETE HEADWALL



PLAN

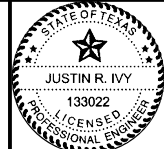


SECTION A-A

STANDARD DROP INLET

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PROFESSIONAL ENGINEERS
TBPE Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900



Justin Ivy
05/22/2026

CITY OF AUBREY, TEXAS
DOWNTOWN PARKING IMPROVEMENTS PHASE 1
AUBREY DETAIL

BHC
PROJECT NO.
2025136
May 2026

SHEET NO.
25

TABLE OF DIMENSIONS & REINFORCING STEEL (Wings for One Structure End)									
Dimensions					Variable Reinforcing				Estimated (3)
Maximum Wingwall Height Hw	W	X	Y	Z	Bars J1	Bars J2	Reinf (Lb/Ft)	Conc (CY/Ft)	Quantities per ft of wing length (2-Wings)
2'-6"	2'-5"	1'-0"	9"	7"	#4 1'-0"	#4 1'-0"	33.73	0.248	
3'-0"	2'-5"	1'-0"	9"	7"	#4 1'-0"	#4 1'-0"	37.07	0.261	
3'-6"	2'-5"	1'-0"	9"	7"	#4 1'-0"	#4 1'-0"	37.74	0.273	
4'-0"	2'-5"	1'-0"	9"	7"	#4 1'-0"	#4 1'-0"	38.41	0.285	
4'-6"	3'-2"	1'-6"	1'-0"	7"	#4 1'-0"	#4 1'-0"	41.75	0.330	
5'-0"	3'-2"	1'-6"	1'-0"	7"	#4 1'-0"	#4 1'-0"	45.09	0.343	
5'-6"	3'-2"	1'-6"	1'-0"	7"	#4 1'-0"	#4 1'-0"	45.75	0.355	
6'-0"	3'-2"	1'-6"	1'-0"	7"	#4 1'-0"	#4 1'-0"	46.42	0.367	
7'-0"	3'-8"	1'-9"	1'-3"	7"	#4 1'-0"	#4 1'-0"	52.77	0.414	
8'-0"	4'-2"	2'-0"	1'-6"	8"	#5 1'-0"	#4 1'-0"	60.19	0.486	
9'-0"	4'-8"	2'-3"	1'-9"	8"	#4 6"	#4 6"	81.49	0.535	
10'-0"	5'-2"	2'-6"	2'-0"	8"	#5 6"	#4 6"	97.25	0.584	
11'-0"	5'-8"	2'-9"	2'-3"	8"	#6 6"	#5 6"	133.65	0.634	
12'-0"	6'-2"	3'-0"	2'-6"	9"	#7 6"	#5 6"	162.29	0.721	
13'-0"	6'-8"	3'-3"	2'-9"	11"	#7 6"	#5 6"	178.80	0.856	
14'-0"	7'-2"	3'-6"	3'-0"	1'-0"	#8 6"	#5 6"	216.78	0.959	
15'-0"	7'-8"	4'-0"	3'-0"	1'-1"	#9 6"	#6 6"	283.06	1.068	
16'-0"	8'-2"	4'-6"	3'-0"	1'-3"	#9 6"	#6 6"	297.02	1.234	

TABLE OF WINGWALL REINFORCING (2-Wings)			
Bar	Size	No.	Spa
D	#5	~	1'-0"
E	#4	~	1'-0"
F	#4	~	1'-0"
G	#6	4	~
M	#4	4	~
P	#4	~	1'-0"
R	#5	6	~
V	#4	~	1'-0"

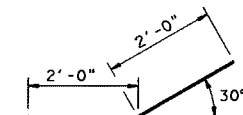
TABLE OF ESTIMATED CULVERT TOEWALL QUANTITIES			
Bar	Size	No.	Spa
L	#4	~	1'-6"
Q	#4	1	~
Reinf (Lb/Ft)			2.45
Conc (CY/Ft)			0.037

WING DIMENSION CALCULATIONS:

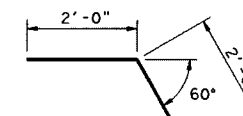
Formulas: (All values are in Feet)
 $Hw = H + T + C - 0.250'$
 $A = (Hw - 0.333') (SL)$
 $B = (A) \text{ Tangent } (30^\circ)$
 $Lw = (A) \div \text{Cosine } (30^\circ)$
 For Cast-in-place culverts:
 $Ltw = (N) (S) + (N+1) (U)$
 For Precast culverts:
 $Ltw = (N) (2U + S) + (N-1) (0.500')$
 Total Wingwall Area (Two Wings ~ S.F.) = $(Hw + 0.333') (Lw)$

Hw = Height of Wingwall
 SL:1 = Side Slope Ratio (Horizontal:1 Vertical)
 Lw = Length of Wingwall
 Ltw = Culvert Toewall Length
 N = Number of Culvert Spans

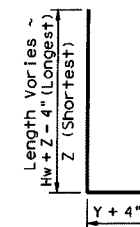
See applicable box culvert standard for H, S, T, and U values.



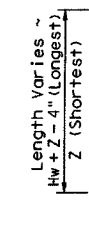
BARS D



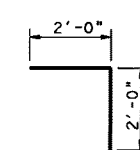
BARS R



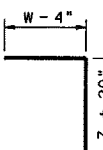
BARS J1



BARS V



BARS L

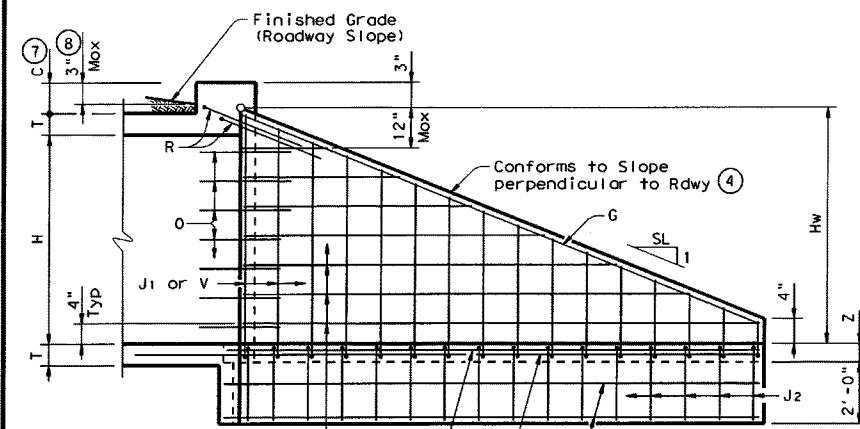


BARS J2

- Extend Bars P 3'-0" minimum into bottom slab of Box Culvert.
- Adjust to fit as necessary to maintain 1 1/4" clear cover and 4" minimum between bars.
- Quantities shown are based on an average wing height for two wings (one structure end). To determine total quantities for two wings multiply the tabulated values by Lw.
- Recommended values of Slope are: 2:1, 3:1, 4:1, & 6:1.
- When shown elsewhere on the plans, a 5" deep concrete riprap shall be constructed. Payment for riprap shall be as required by Item 432, "Riprap". Unless otherwise shown on the plans or directed by the Engineer, the riprap shall have a 6" wide by 1'-6" deep reinforced concrete toewall along all edges adjacent to natural ground; the toewall shall be reinforced by extending typical riprap reinforcing into the toewall; construction joints or grooved joints, oriented in the direction of flow, shall extend across the full distance of the riprap, at intervals of approximately 20'. When such riprap is provided, the culvert toewall shown in SECTION B-B will not be required.
- At Contractor's option, Culvert Toewall may be ended flush with Wingwall Toewall. Adjust reinforcing from that shown as necessary.
- 0' min to 5'-0" max. Estimated curb heights are shown elsewhere in the plans. For structures with pedestrian rail, bicycle rail or curbs taller than 1'-0", refer to ECO standard. For structures with T6 bridge rail, refer to T6-CM standard. For structures with traffic rail, other than T6, refer to RAC standard.
- For vehicle safety, curb heights and wall heights shall be reduced, if necessary, to provide a maximum 3" projection above finished grade. No changes will be made in quantities and no additional compensation will be allowed for this work.

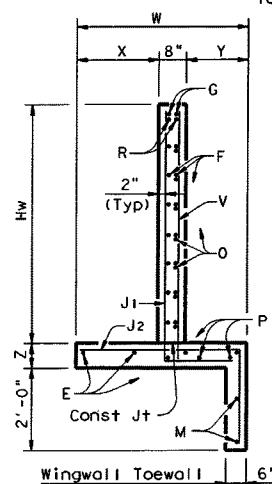
GENERAL NOTES:

Designed according to AASHTO LRFD Specifications.
 All reinforcing steel shall be Grade 60.
 Synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) may be used in lieu of steel reinforcing in riprap concrete unless noted otherwise.
 All concrete shall be Class "C" and shall have a minimum compressive strength of 3600 psi.
 All reinforcing bars shall be adjusted to provide a minimum of 1 1/4" clear cover.
 When structure is founded on solid rock, depth of toewalls for culverts and wingwalls may be reduced or eliminated as directed by the Engineer.
 See BCS sheet for additional dimensions and information.
 The quantities for concrete and reinforcing steel resulting from the formulas given on this sheet are for Contractor's information only.

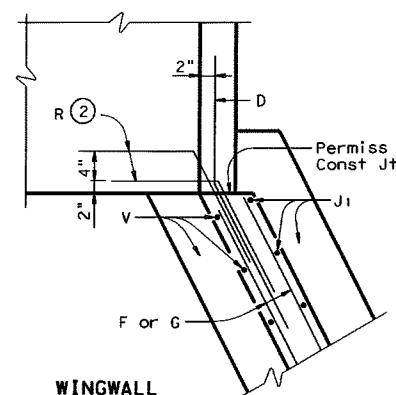


INSIDE ELEVATION

(Showing reinforcing. Culvert and Culvert Toewall reinforcing not shown for clarity.)

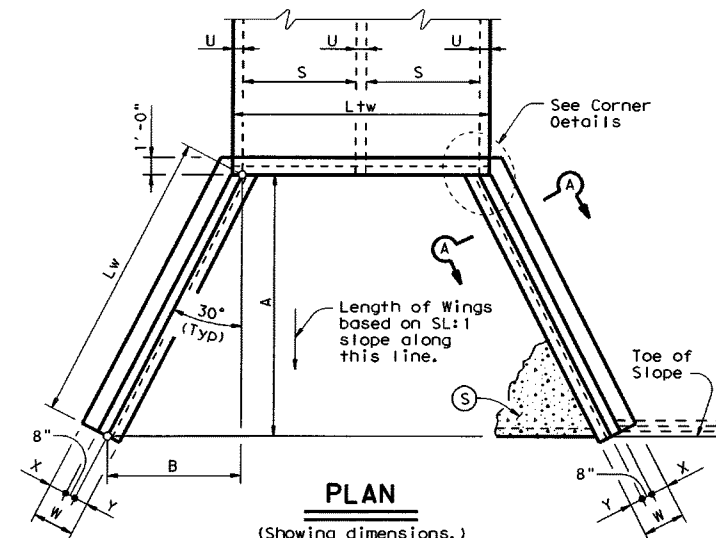


SECTION A-A



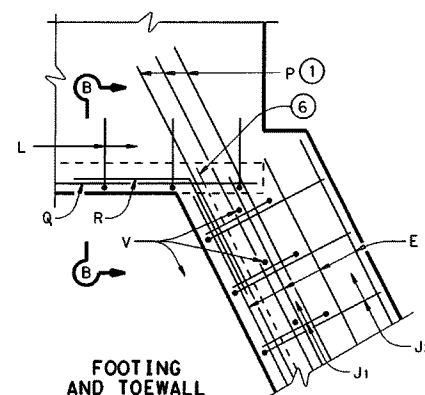
CORNER DETAILS

(Culvert and Culvert Toewall reinforcing not shown for clarity.)

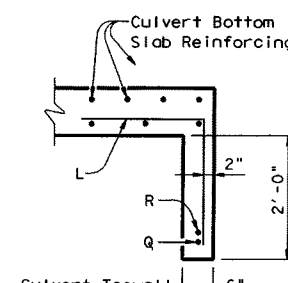


PLAN

(Showing dimensions.)



FOOTING AND TOEWALL



SECTION B-B

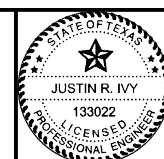
Texas Department of Transportation Bridge Division					
CONCRETE WINGWALLS WITH FLARED WINGS FOR 0° SKEW BOX CULVERTS					
FW-0					
FILE: fw-0std.dgn	DN: GAF	CK: CAT	DN: TXDOT	CK: GAF	
© TXDOT February 2010	DISTRICT	FEDERAL AID PROJECT	SHEET		
REVISIONS					
11-10: Add note for synthetic fibers.	COUNTY	CONTROL	SECT	JOB	HIGHWAY

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COMMENTS:

LEVELS DISPLAYED

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
 PROFESSIONAL ENGINEERS
 TBPE Firm No. 526; TBPLS Firm No. 10031800
 11910 Greenville Ave., Suite 600
 Dallas, Texas 75243 (214) 361-7900



Justin Ivy
 05/22/2026

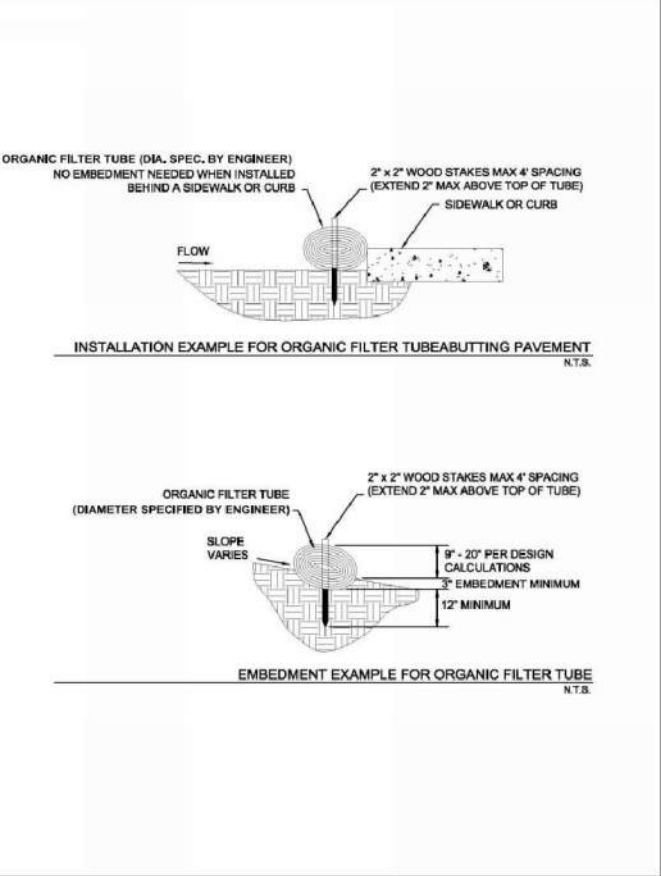
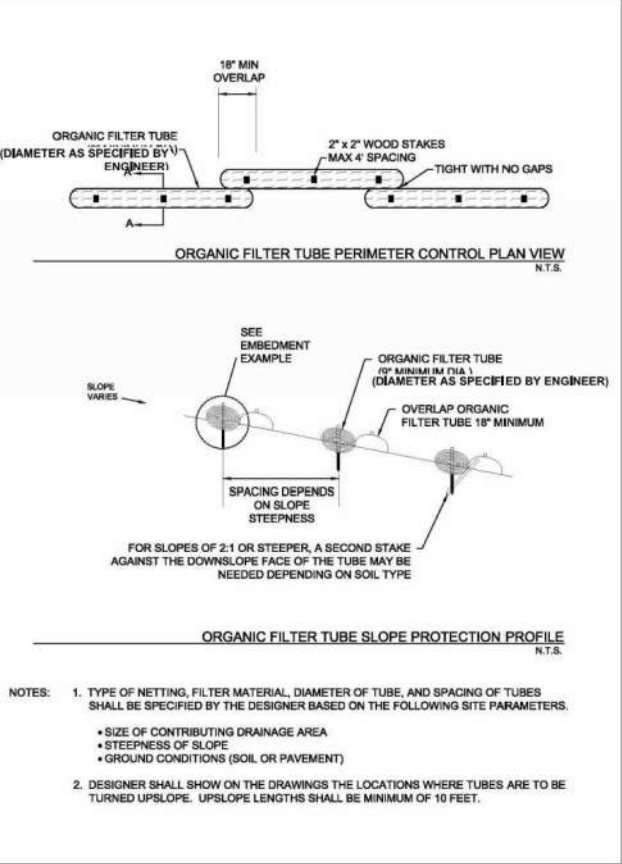
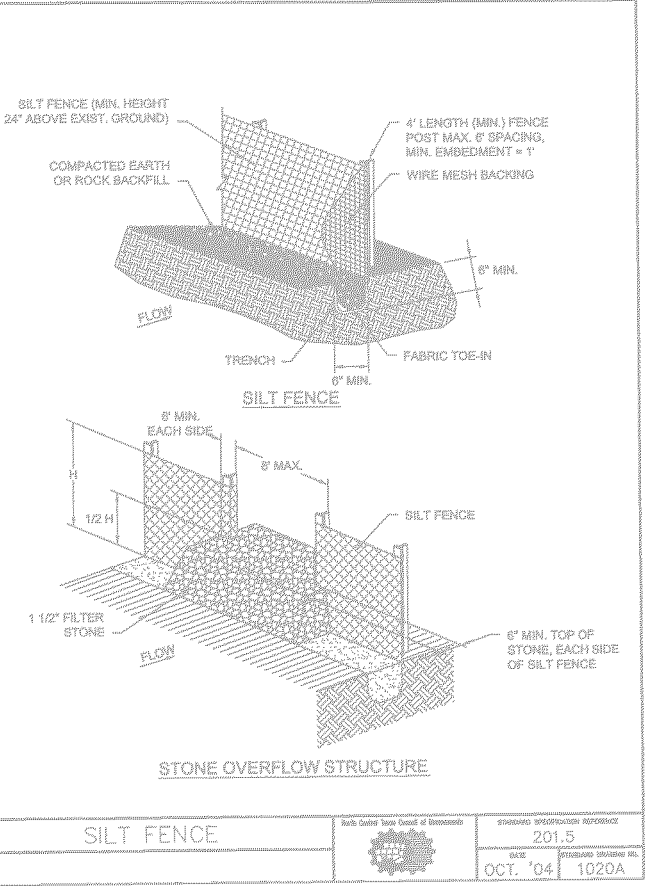
CITY OF AUBREY, TEXAS
 DOWNTOWN PARKING IMPROVEMENTS PHASE 1
 AUBREY DETAIL

BHC
 PROJECT NO.
 2025136
 May 2026

SHEET NO.
 26

SILT FENCE GENERAL NOTES:

1. POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF ONE FOOT.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN (e.g. PAVEMENT), WEIGHT FABRIC FLAP WITH ROCK ON UPHILL SIDE TO PREVENT FLOW FROM SEEPING UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH SUPPORT POST OR TO WIRE BACKING, WHICH IN TURN IS ATTACHED TO THE FENCE POST. THERE SHALL BE A 3 FOOT OVERLAP, SECURELY FASTENED WHERE ENDS OF FABRIC MEET.
5. INSPECTION SHALL BE AS SPECIFIED IN THE SWPPP. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN FINAL STABILIZATION IS ACHIEVED OR ANOTHER EROSION OR SEDIMENT CONTROL DEVICE IS EMPLOYED.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF HALF THE HEIGHT OF THE FENCE. THE SILT SHALL BE DISPOSED OF AT AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.



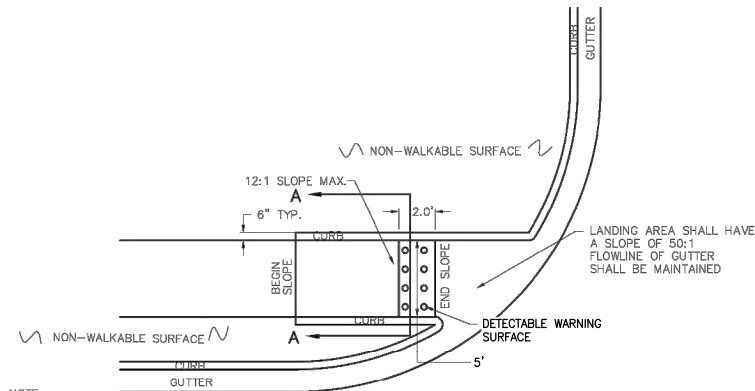
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPE Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900



Justin Ivy
05/22/2026

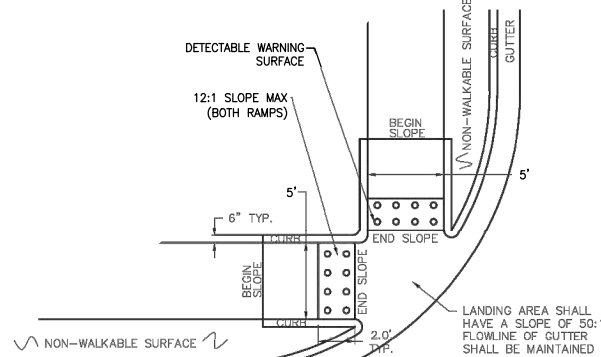
CITY OF AUBREY, TEXAS
DOWNTOWN PARKING IMPROVEMENTS PHASE 1
EROSION CONTROL DETAILS

BHC
PROJECT NO.
2025136
May 2026
SHEET NO.
27

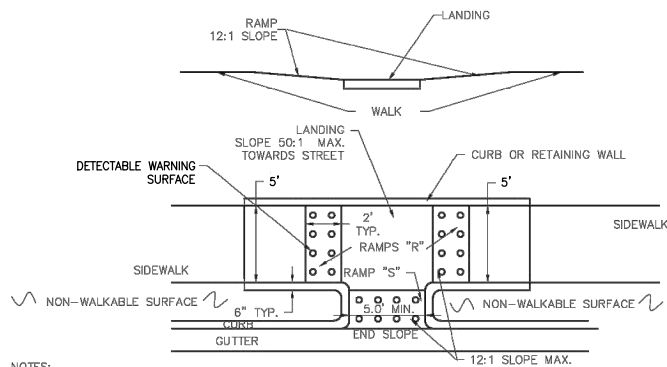


NOTE:
THIS RAMP IS ONLY PERMISSIBLE WHEN ADJACENT TO A NON-WALKABLE SURFACE (WALL, ETC.)
THAT PROHIBITS THE CONCURRENT (2ND) RAMP/SIDEWALK OF RAMP TYPE 1B

RAMP TYPE IA

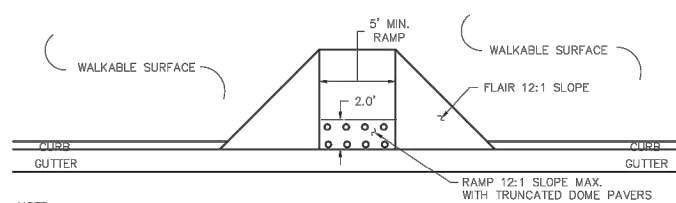


RAMP TYPE IB



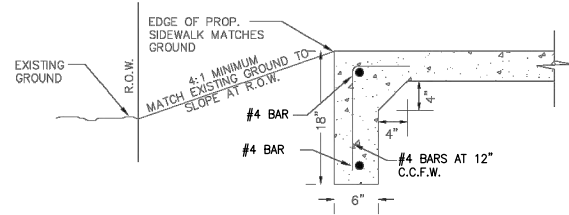
NOTES:
A. IF RAMP "S" IS LESS THAN 2 FT., THEN NO TRUNCATED DOME SURFACE FOR RAMP "S" AND 2 FT. TRUNCATED DOME SURFACE IS REQUIRED ON EACH RAMP "R" AND "R+S"=6 FT. WHEN CURB HEIGHT IS 6 IN. IF CURB IS OTHER THAN 6 IN., USE 12(H):1(V) RATIO TO DETERMINE MINIMUM RAMP LENGTH.
B. IF RAMP "S" IS 2 FT. OR GREATER BUT LESS THAN 6 FT., INSTALL TRUNCATED DOMES ONLY ON RAMP "S" AND "S+R"=6 FT. WHEN CURB HEIGHT IS 6 IN. IF CURB HEIGHT IS OTHER THAN 6 IN., USE 12(H):1(V) RATIO TO DETERMINE RAMP LENGTH.
C. IF LENGTH OF RAMP "S" IS 6 FT. OR GREATER AND CURB HEIGHT IS 6 IN., THEN USE FULL, STANDARD "S" RAMP WITH TRUNCATED DOME PAVERS IN LIEU OF LANDING AND WITH NO "R" RAMPS. IF CURB HEIGHT IS OTHER THAN 6 IN., USE 12(H):1(V) RATIO TO DETERMINE RAMP LENGTH AND THE NEED FOR "R" RAMPS AND A LANDING.

RAMP TYPE II



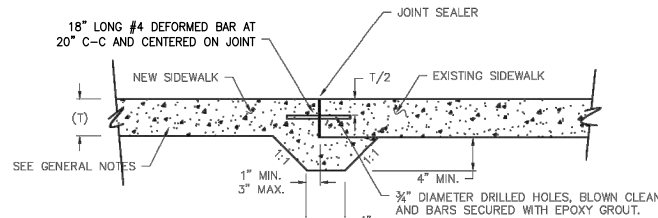
NOTE:
THIS RAMP MAY BE USED AS AN ALTERNATE TO A TYPE II ONLY WHEN THE WALKABLE/PAVED SURFACES
ARE ADJACENT TO THE CURB.

RAMP TYPE III



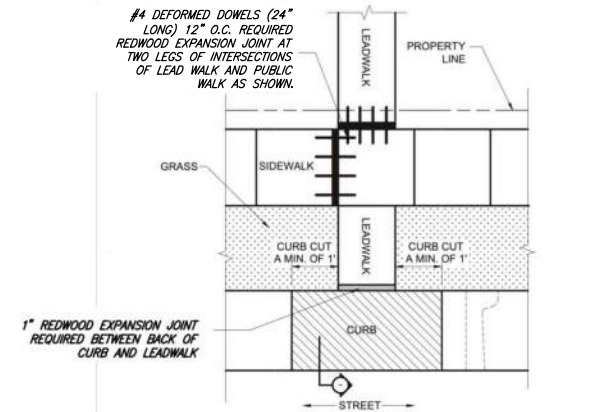
NOTES
A. FOR USE ONLY UPON WRITTEN APPROVAL BY CITY ENGINEER
B. FOR USE WHEN GROUND SLOPES AWAY FROM SIDEWALK

TURNED DOWN FOOTING
AT EDGE OF PROPOSED SIDEWALK

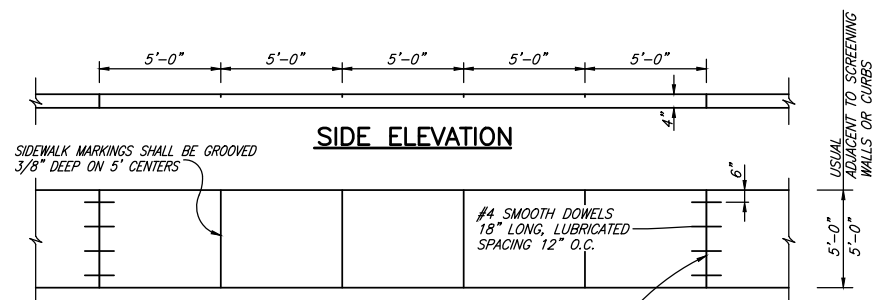


NOTE:
CURB AND SIDEWALK REPAIRS TO MADE FROM EXISTING JOINT, UNLESS DIRECTED OTHERWISE
FROM CITY ENGINEER.

NEW TO EXISTING SIDEWALK CONNECTION

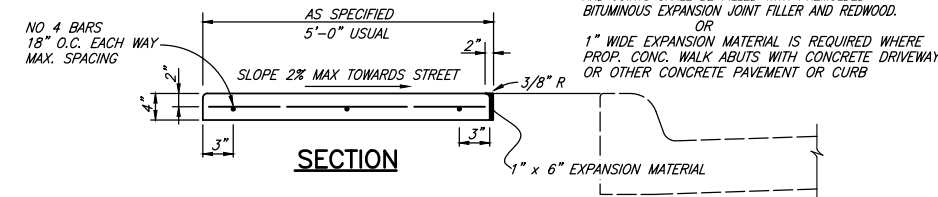


SIDEWALK CONNECTION



SIDE ELEVATION

PLAN

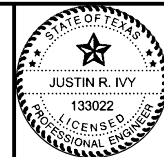


SECTION

REINFORCED CONCRETE SIDEWALK

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BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPE Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900

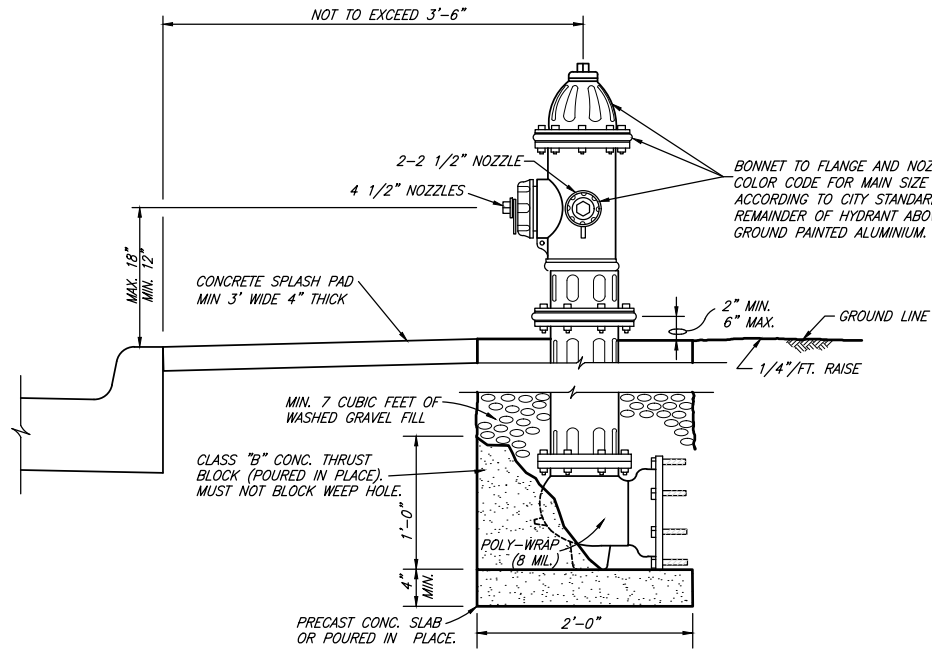


Justin Ivy
05/22/2026

CITY OF AUBREY, TEXAS
DOWNTOWN PARKING IMPROVEMENTS PHASE 1
STANDARD CONSTRUCTION DETAILS
PAVING / SIDEWALK

BHC
PROJECT NO.
2025136
May 2026

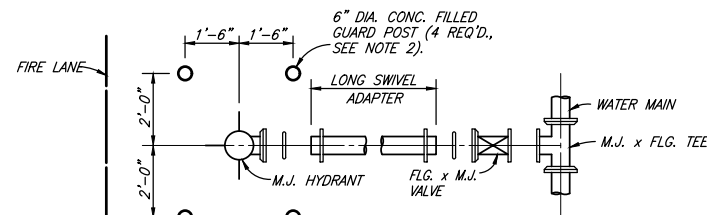
SHEET NO.
28



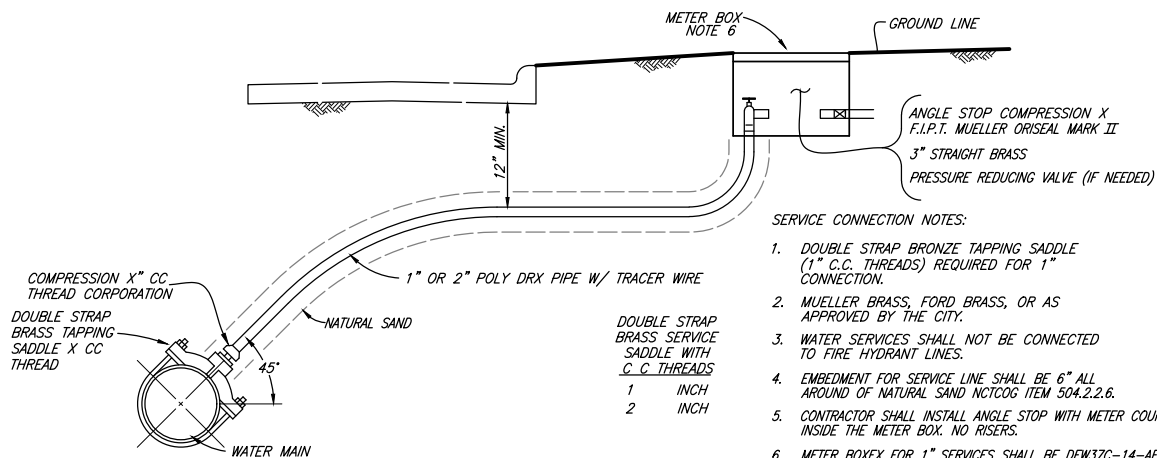
FIRE HYDRANT NOTES:

- IN GENERAL ALL FIRE HYDRANTS SHALL CONFORM TO AWWA STANDARDS SPECIFICATIONS FOR FIRE HYDRANTS FOR ORDINARY WATER WORKS SERVICE FOR WATER IMPROVEMENTS. FIRE HYDRANTS SHALL HAVE A 5-1/4" MINIMUM VALVE OPENING AND WITH A BARREL APPROXIMATELY 7" INSIDE DIAMETER. ALL HYDRANTS SHALL BE EQUIPPED WITH A BREAKAWAY FLANGE. ALL HYDRANTS SHALL BE APPROVED BY THE CITY, M&H, MUELLER, OR CLOW WITH 5" STORZ CONNECTOR, PRIMERED BONNET AND CAP. STORZ SHALL BE PROVIDED BY THE MANUFACTURER. **CONTRACTOR SHALL ORDER FIRE HYDRANTS PER "AUBREY SPECS".**
- GUARD POSTS SHALL BE 6 L.F. OF 6" DIA. STEEL PIPE (3' ABOVE & BELOW GROUND LEVEL). POST SHALL BE ENCASED IN 16" DIA. CONC. PIER TO A DEPTH OF 12" BELOW POST BOTTOM. REINF. CONC. PIER WITH 2 NO. 6 BARS (12" LONG) THRU POST INTO PIER. POST ABOVE GROUND LEVEL SHALL BE PAINTED ALUMINUM WITH 2-2 INCH BANDS OF RED AND WHITE REFLECTIVE TAPE. CONTRACTOR SHALL BE RESPONSIBLE FOR FLOW TESTING, PAINTING, & ALL APPURTENANCES.
- BONNET COLOR
WATER MAIN CAP
LESS THAN 500 G.P.M. LESS THAN 500 G.P.M.
500-999 G.P.M. 500-999 G.P.M.
1,000-1,499 G.P.M. 1,000-1,499 G.P.M.
1,500 & GREATER G.P.M. 1,500 & GREATER G.P.M.

COLOR
RED
ORANGE
GREEN
BLUE



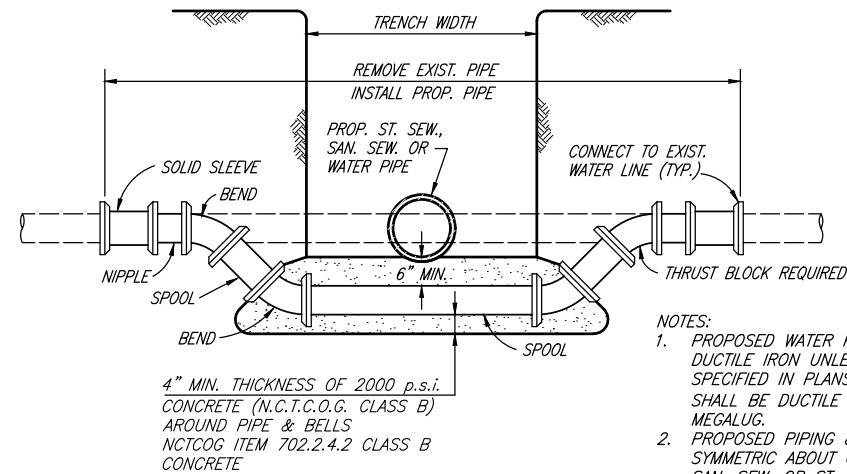
TYPICAL FIRE HYDRANT INSTALLATION



SERVICE CONNECTION NOTES:

- DOUBLE STRAP BRONZE TAPPING SADDLE (1" C.C. THREADS) REQUIRED FOR 1" CONNECTION.
- MUELLER BRASS, FORD BRASS, OR AS APPROVED BY THE CITY.
- WATER SERVICES SHALL NOT BE CONNECTED TO FIRE HYDRANT LINES.
- EMBEDMENT FOR SERVICE LINE SHALL BE 6" ALL AROUND OF NATURAL SAND NCTCOG ITEM 504.2.2.6.
- CONTRACTOR SHALL INSTALL ANGLE STOP WITH METER COUPLING ONLY INSIDE THE METER BOX. NO RISERS.
- METER BOXES FOR 1" SERVICES SHALL BE DFW37C-14-AF1MOF (SMALL) PER AUBREY SPEC. METER BOXES FOR SERVICES LARGER THAN 1" SHALL BE DFW65C-14-AF1MOF (LARGE) PER AUBREY SPEC.
- SERVICES SHALL INCLUDE ENDOTRACE TRACER WIRE INSTALLED OVER THE PIPE SERVICES. UNDER PAVEMENT, 1" SERVICES SHALL BE ENCASED WITH 2" SCHEDULE 80 PVC (BLUE IN COLOR); 2" SERVICES SHALL BE ENCASED WITH 3" SCHEDULE 80 PVC (BLUE IN COLOR).
- SERVICES SHALL INCLUDE ALL FITTINGS NECESSARY TO CONNECT THE WATER METER TO THE SERVICE. FURNISH METER COUPLINGS FOR ALL 1" SERVICES AND FLANGES FITTINGS FOR 2" SERVICES.

TYPICAL SERVICE CONNECTION WITH METER BOX

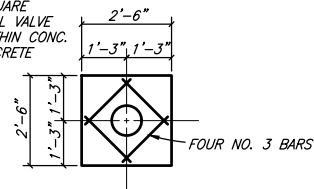


NOTES:

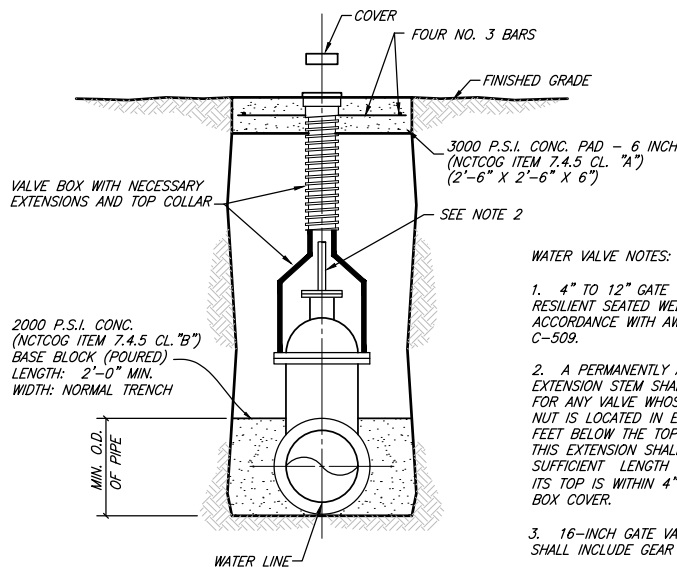
- PROPOSED WATER PIPE SHALL BE DUCTILE IRON UNLESS OTHERWISE SPECIFIED IN PLANS. ALL FITTINGS SHALL BE DUCTILE IRON (M.J.-P.E.) MEGALUG.
- PROPOSED PIPING & FITTINGS ARE SYMMETRIC ABOUT CENTER OF PROP. SAN. SEW. OR ST. SEW. PIPE AND SHALL RETAIN TEST PRESSURES.
- ALL THRUST BLOCKING SHALL BE SUBSIDIARY TO UNIT PRICE.
- CROSSING OF SANITARY SEWER SHALL BE IN ACCORDANCE WITH TCEQ REQUIREMENTS.

WATER MAIN LOWERING

CONCRETE PAD 30" SQUARE
BE POURED AROUND ALL VALVE
BOXES NOT PLACED WITHIN CONC.
P.V.M.T. 3000 P.S.I. CONCRETE



VALVE BOX PAD PLAN

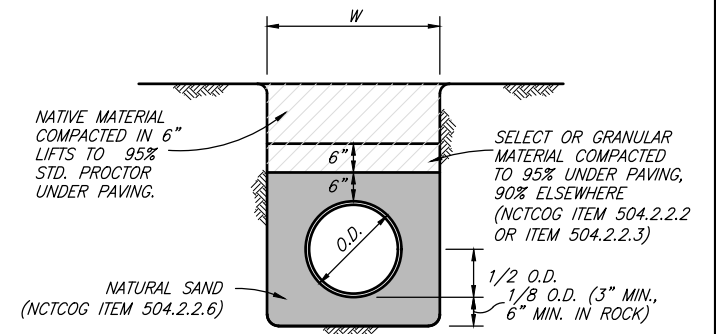
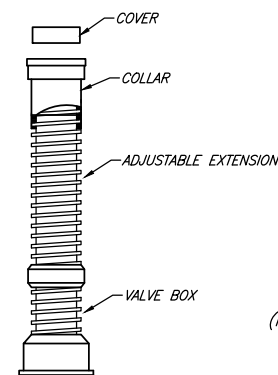


VALVE SETTING & BOX

WATER VALVE NOTES:

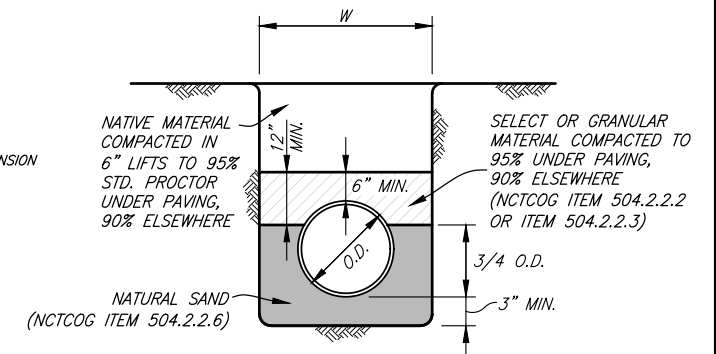
- 4" TO 12" GATE VALVE SHALL BE RESILIENT SEATED WEDGE GATE VALVES ACCORDANCE WITH AWWA STANDARD C-509.
- A PERMANENTLY ATTACHED VALVE EXTENSION STEM SHALL BE REQUIRED FOR ANY VALVE WHOSE OPERATING NUT IS LOCATED IN EXCESS OF 4 FEET BELOW THE TOP OF VALVE BOX. THIS EXTENSION SHALL BE OF SUFFICIENT LENGTH TO INSURE THAT ITS TOP IS WITHIN 4" OF THE VALVE BOX COVER.
- 16-INCH GATE VALVE OR LARGER SHALL INCLUDE GEAR BOX.

VALVE BOX WITH EXTENSION



CLASS B+ EMBEDMENT

STD PVC WATER

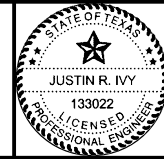


CLASS B-1 EMBEDMENT

P.V.C. PIPE ONLY
STD. P.V.C. WATER

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11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900



Justin Ivy
05/22/2026

CITY OF AUBREY, TEXAS
DOWNTOWN PARKING IMPROVEMENTS PHASE 1
STANDARD CONSTRUCTION DETAILS
WATER / MANHOLES

BHC
PROJECT NO.
2025136
May 2026

SHEET NO.
30

CITY OF AUBREY, TEXAS
Downtown Parking Improvements - Phase 1 & 2

BID SUMMARY

Bids Received Until 2:00 p.m., Monday, June 15, 2026

<u>Contractor</u>	<u>Total Amount Bid</u>
1. DDM Construction Corp. 306 W. Overly Drive Lake Dallas, Texas 75065	<u>\$ 1,679,798.10</u>
2. Garret Sheilds Infrastructure, LLC 5465 Legacy Drive, Suite120 Plano, Texas 75024	<u>\$ 1,686,278.00</u>
3. Quality Excavation, LLC 104 Redfearn Road Aubrey, Texas 76227	<u>\$ 2,120,016.55</u>
4. A'Lure General Contractors, LLC 351 W. Southlake Blvd. Southlake, Texas 76092	<u>\$ 2,137,748.07</u>
5. Vlex Construction, LLC 3586 Bent Oak E. Street Greenville, Texas 75401	<u>\$ 2,161,928.00</u>
6. A T Construction, LLC 8219 Mossberg Drive Arlington, Texas 76002	<u>\$ 2,501,029.50</u>
7. Tegrity Contractors, Inc. 202 N. Allen Drive, Suite E Allen, Texas 75013	<u>Unresponsive</u>



**City Council Meeting
Staff Report
June 25, 2026**

Agenda Item

Approval of the First Amendment to the First Amended and Restated Development Agreement between the City and Lennar Homes of Texas Land and Construction, Ltd. for the Palomino Development; and authorizing the Mayor to execute necessary documents.

Staff Contact

Leanne Wilson, Assistant City Manager
lwilson@aubreytx.gov

Summary

The purpose of this First Amendment to the First Amended and Restated Development Agreement is to amend Section 3.5 (Park Land Dedication and Park Development Fees) of the Palomino Development Agreement, clarifying the timing for park land dedication and park development.

Key amendments included updating the dedication of park land prior to the filing of the final plat to the land dedication and transfer via special warranty deed to the City within 30 days after City acceptance of the Palomino Park Improvements. Additionally, the owner must complete the Palomino Park Improvements per City-approved plans and have them accepted by the City no later than the City's issuance of the 50th residential building permit. If Park Improvements are not timely completed and accepted, the City may cease issuing building permits until compliance is achieved.

Financial Summary

NA

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to (approve, table or deny) the amendment to the Palomino Development Agreement.

**FIRST AMENDMENT TO THE FIRST AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
(Palomino Development)**

THIS FIRST AMENDMENT TO FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT for the **Palomino Development** (this “First Amendment”) is executed between the City of Aubrey, Texas (the “City”), and Lennar Homes of Texas Land and Construction Ltd., a Texas limited partnership (the “Owner The City and the Owner are individually referred to as a “Party” and collectively as the “Parties”).

WITNESSETH

WHEREAS, on October 9, 2024, Owner and City entered into that certain First Amended and Restated Development Agreement, recorded as Document Number 110919 in the Real Property Records of Denton County, Texas, for the development of the Property as more specifically described and identified therein and hereinafter identified as the Palomino Development (the “**Development Agreement**”); and

WHEREAS, on November 20, 2024, Owner assigned its interest in the Development Agreement to JenHoldco 24 LLC (the “Assignee” or “JenholdCo”) pursuant to that certain Assignment and Assumption of Development Agreement and City Acknowledgement, recorded as Document Number 127959 in the Real Property Records of Denton County, by and between Assignee and Owner as Assignor, whereby Owner/Assignor assigned to Assignee all of Owner/Assignor’s obligations, rights, title and interest in and to the Development Agreement (the “First Assignment”); and

WHEREAS, on May 20, 2026 JenholdCo as Assignor assigned its interest in the Development Agreement back to Lennar Homes of Texas Land and Construction, Ltd. (the “Assignee”) pursuant to that certain Assignment and Assumption of Development Agreement and City Acknowledgement between Jen Holdco24, LLC and Lennar Homes of Texas Land and Construction, Ltd. and provided written notice to City (the “Second Assignment”); and

WHEREAS, after the execution and City acknowledgment of the Second Assignment on June 25, 2026, the Parties determined it necessary to and have agreed to amend Section 3.5, “Park Land Dedication and Park Development Fees” of the Development Agreement to address the timing of the transfer of fee simple title from Owner to City pursuant to the terms of this First Amendment; and

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

First Amendment

Section 1. **Recitals**. The foregoing Recitals are true and correct and are incorporated

herein for all purposes.

Section 2. Capitalized Terms. All capitalized terms used in this First Amendment but not defined herein shall have the meaning assigned to such terms in the Development Agreement.

Section 3. Amendment. Section 3.5 “Park Land Dedication and Park Development Fees” of the First Amended and Restated Development Agreement shall be amended and restated to read in its entirety as follows and all other terms of the Development Agreement not expressly amended hereby shall remain without amendment:

3.5 Park Land Dedication and Park Development Fees. Owner agrees to construct such parks, landscaped and/or open space, and other recreational facilities as shown on the Concept Plan attached hereto as **Exhibit C**. Notwithstanding anything contained within Section 5, “Park Land and Public Facility Dedication” of Article 4, “Public Sites and Open Spaces” of the City’s Subdivision Ordinance (hereinafter “Section 5”) to the contrary, the City agrees that, as consideration for Owner’s dedication to the City of the City Dedications detailed in Section 3.4 and the Dedicated Tract (hereinafter defined) detailed in Section 3.6, Owner shall not be obligated to dedicate any additional land to the City or pay any fees in lieu of dedication. Owner shall, however, pay Park Development Fees in the amount of \$2,500.00 per dwelling unit pursuant to Section 5, which amount shall be locked in and unmodified for the duration of the term of this Agreement. The amount of land dedicated or cash payment in lieu of such land dedication and the amount of Park Development Fees paid by Owners hereunder has been negotiated by the Parties, and no future act by the City imposing Park Development Fees or regulating dedication of public sites or open spaces shall modify such agreed upon terms set forth in this Agreement. All payments due under this Section 3.5 shall be paid by Owner, and all land to be dedicated under this Section 3.5 shall be transferred via special warranty deed to the City within thirty (30) days of the date of City acceptance of those certain park improvements for the Palomino Public Park pursuant to the plans dated October 9, 2024, as approved by the City, (the “Palomino Park Improvements”). Owner agrees that the construction of the Palomino Park Improvements will be completed by Owner in accordance with City approved plans and accepted by City no later than the date of City’s issuance of the 50th residential building permit for the Property, and that Owners shall diligently and continuously devote sufficient funds and resources to the construction of the Park Improvements so that the Park Improvements are completed prior to the date of City issuance of the 50th residential building permit for the Property. Owners further agree that failure to timely complete construction and obtain acceptance of the Palomino Park Improvements in accordance with the terms of this Section shall entitle the City to cease issuance of building permits for the Property until Owners have complied with the terms of this Section. Prior to

Owner's dedication of any land to the City in accordance with this Section 3.5, Owner shall not encumber such parcels and shall furnish documentation acceptable to the City upon request by City."

Section 4. Ratification . The Parties acknowledge and agree that, except as amended herein, the Development Agreement is in full force and effect and is hereby ratified and confirmed. Notwithstanding the foregoing, in the event there is any conflict between the terms and provisions of the Development Agreement and this First Amendment, the terms and provisions of this First Amendment shall control.

Section 5. Severability . In case any one or more of the provisions contained in this Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 6. Multiple Counterparts . To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, or the acknowledgment of such Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the Parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereof and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

Section 7. Entire Agreement . This First Amendment contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any or all representations or modifications concerning this instrument shall be of no force and effect except for a subsequent modification in writing signed by the Parties hereto.

[SIGNATURE PAGES FOLLOW, REMAINDER OF THIS PAGE INTENTIONALLY
LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of June 25, 2026.

CITY:

CITY OF AUBREY, TEXAS

By: _____
Chris Rich, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jenny Hicks, City Secretary

Patricia A. Adams, City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2026, by Chris Rich, Mayor of the City of Aubrey, Texas, a home rule municipal corporation on behalf of the City.

(SEAL)

Notary Public – State of Texas

LENNAR HOMES OF TEXAS LAND
AND CONSTRUCTION, LTD.,
a Texas limited partnership

By: U.S. Home LLC,
a Delaware limited liability company
its General Partner

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing instrument was ACKNOWLEDGED before me this ____ day of _____, 2026, by _____, _____ of U.S. Home LLC, a Delaware limited liability company, General Partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, on behalf of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2026.

(SEAL)

Notary Public – State of Texas



**City Council Meeting
Staff Report
June 25, 2026**

Agenda Item

Final acceptance of Palomino Public Improvements and authorize staff to file the final plat.

Staff Contact

Leanne Wilson, Assistant City Manager
lwilson@aubreytx.gov

Summary

The Palomino development is on approximately 46.974 acres of land situated in the J. Bridges Jr. Survey, Abstract No. 36, within the City of Aubrey, Denton County, Texas and consists of 300 residential lots, 1 general retail lot, 5 HOA lots, a lot for a public part and a lot for dedication to the city for economic development.

This development is in the city limits of Aubrey and Mustang Special Utility District provides water and sewer services.

The Aubrey public improvements being accepted include:

9,198 LF of paving
2,570 LF 5' sidewalk
8,044 LF of drainage
20 regulatory signs

Total: \$3,636,000

All public improvements except for the community park and adjacent sidewalk have been satisfactorily completed. A final walk-through was conducted on June 8, 2026, all public improvement punch list items were completed.

The developer has provided the contractors 2-yr maintenance bonds and the Contractors Affidavit of Final Payment and Release. The as-built file has been received, and the engineer has received, and the engineer has provided a letter of recommendation for acceptance.

Financial Summary

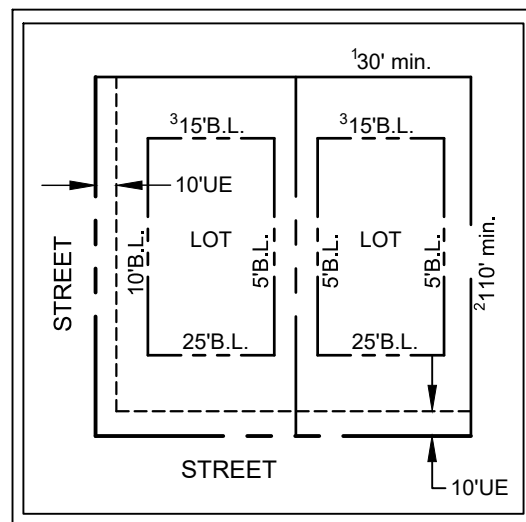
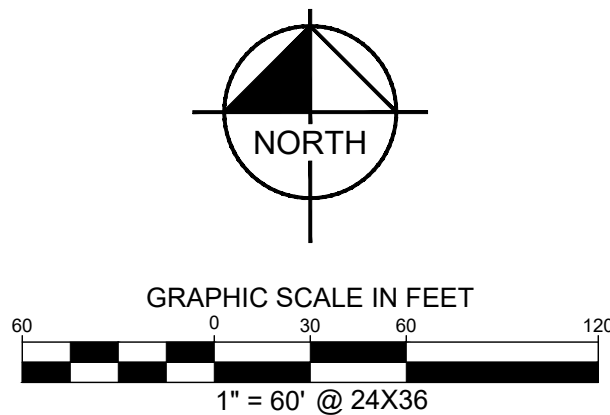
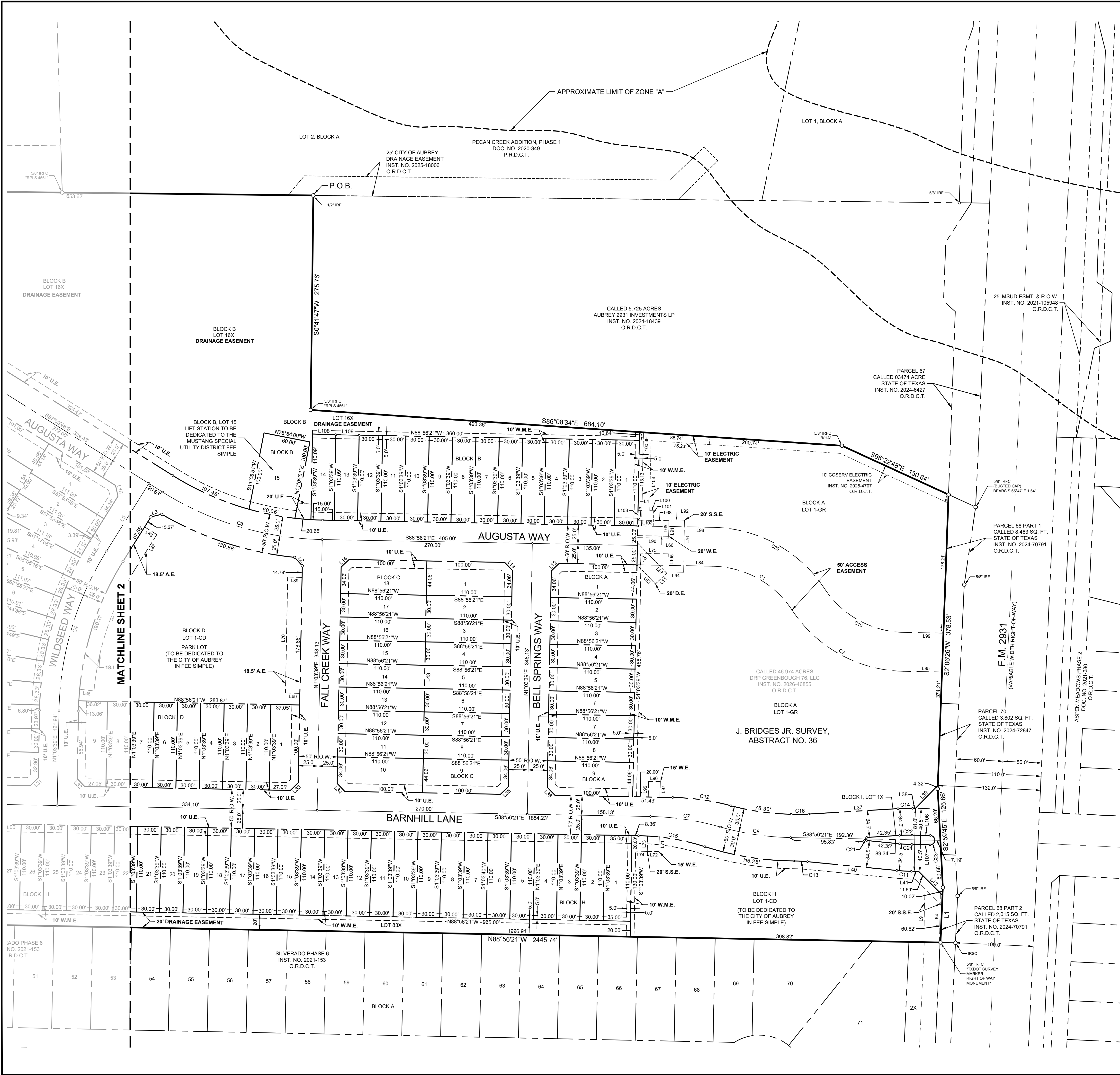
NA

Staff Recommended Action

Approve

Staff Recommended Motion

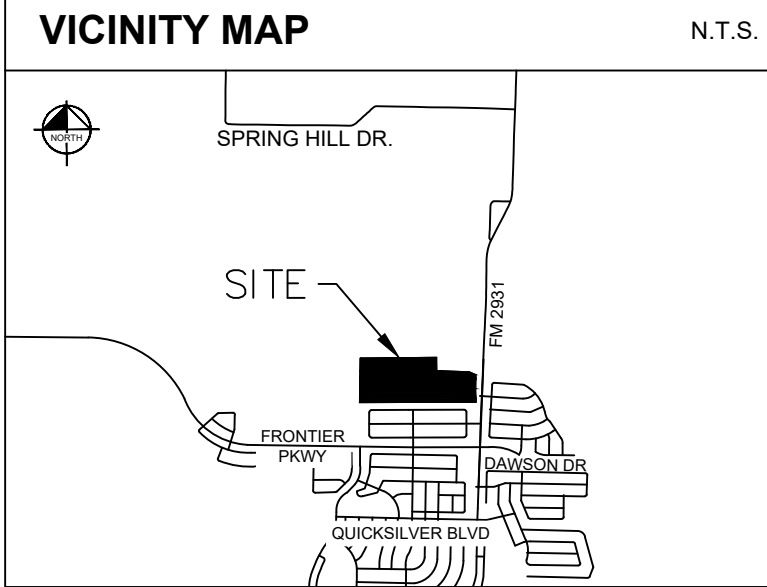
Motion to (approve, table or deny) the acceptance of the Palomino Public Improvements.



TYPICAL LOT DIMENSION DETAIL
1 - MINIMUM LOT WIDTH IS MEASURED ALONG THE FRONT BUILDING LINE FOR ALL LOTS.
2 - MINIMUM LOT DEPTH ALONG A "KNUCKLE" OR "CUL-DE-SAC" SHALL BE 90 FEET.
3 - MINIMUM REAR YARD SETBACK ALONG A "KNUCKLE" OR "CUL-DE-SAC" SHALL BE 5 FEET.

Notes :

- All corners are 5/8" iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
- Selling a portion of this addition by metes and bounds is a violation of City Ordinance and state law and is subject to fines and withholding of utilities and building permits.
- FLOOD STATEMENT:** According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48121C0265G, for Denton County, Texas and incorporated areas, dated April 18, 2011 this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain". If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
- Block B, Lot 16X & 53X, Block G, Lot 13X, Block H, Lot 83X and Block I, Lot 1X shall be owned and maintained by the Home Owners Association.
- Block A, Lot 1-GR and Block H, Lot 1-CD are designated as commercial lots.
- Block B, Lot 15 Lift Station is to be dedicated to the Mustang Special Utility District in fee simple upon filing of this plat.
- Block D, Lot 1-CD Park Lot and Block H, Lot 1-CD are to be dedicated to the City of Aubrey in fee simple upon filing of this plat.
- All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999849392659797.
- Refer to the approved Development Agreement for development standards and general regulations. All regulations for this property not redefined by the approved Development Agreement shall conform to the regulations set forth in the City of Aubrey Zoning Ordinance with base zoning SF-75 - Single Family Residential District and GR - General Retail.
- All easements labeled in bold and without recording information are dedicated by this plat.
- Line and Curve tables located on Sheet 3.



LINE TYPE LEGEND

---	BOUNDARY LINE
---	ADJACENT PROPERTY LINE
---	EASEMENT LINE
---	BUILDING LINE
---	CENTERLINE OF ROAD
---	OVERHEAD UTILITY LINE

LEGEND

IRSC	5/8" IRON ROD W/ "KHA" CAP SET
IRFC	IRON ROD WITH CAP FOUND
IRF	IRON ROD FOUND
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
B.L.	BUILDING LINE
D.E.	DRAINAGE EASEMENT
HOA	HOMEOWNERS ASSOCIATION
VOL	VOLUME
PG	PAGE
INST.	INSTRUMENT
O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
D.E.	DRAINAGE EASEMENT
R.O.W.	RIGHT-OF-WAY
S.S.E.	SANITARY SEWER EASEMENT
---	STREET NAME CHANGE
---	PUBLIC UTILITY EASEMENT
S.W.E.	SEWAGE EASEMENT
W.E.	WATER EASEMENT
A.E.	ACCESS EASEMENT
U.E.	UTILITY EASEMENT
W.M.E.	WALL MAINTENANCE EASEMENT

**FINAL PLAT
PALOMINO
46.974 ACRES**

BLOCK A, LOTS 1-GR & 1-9;
BLOCK B, LOTS 1-15, 16X, 17-52 & 53X;
BLOCK C, LOTS 1-18; BLOCK D, LOTS 1-CD & 1-9;
BLOCK E, LOTS 1-28; BLOCK F, LOTS 1-92;
BLOCK G, LOTS 1-12 & 13X;
BLOCK H, LOTS 1-CD, 1-82 & 83X
BLOCK I, LOT 1X

300 RESIDENTIAL LOTS
5 HOMEOWNER'S ASSOCIATION (HOA) LOTS
2 COMMERCIAL LOTS
1 PARK LOT
1 LIFT STATION LOT

J. BRIDGES JR. SURVEY, ABSTRACT NO. 36
CITY OF AUBREY, DENTON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822

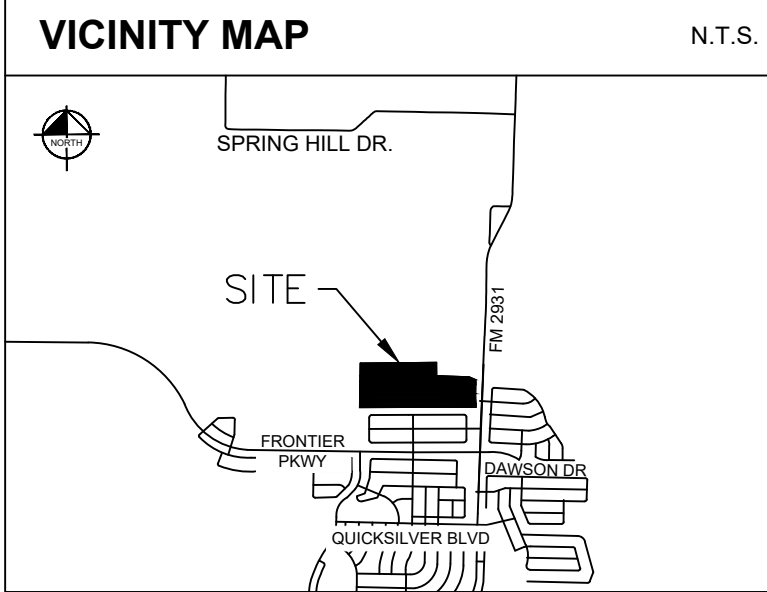
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	JCC	KHA	Jun. 2026	063451312	1 OF 4

OWNER:
DRP Greenbough 76, LLC
c/o Domain Real Estate Partners
520 Madison Avenue, 21st Floor
New York, NY 10022
Phone: 212-751-6940
Contact: Houdin Honarvar

SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : Sylviana Gunawan, R.P.L.S.

APPLICANT:
Kimley-Horn and Associates, Inc.
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : Matthew R. Duenwald, P.E.

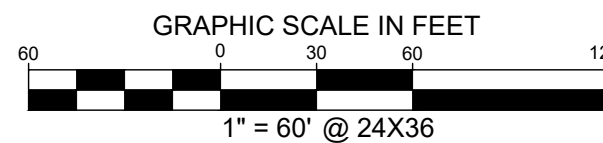
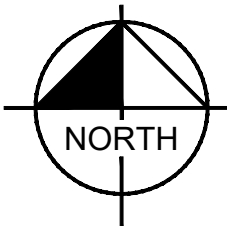


LINE TYPE LEGEND

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---	EASEMENT LINE
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---	CENTERLINE OF ROAD
---	OVERHEAD UTILITY LINE

LEGEND

IRC	5/8" IRON ROD W/ "WAY" CAP SET
IRC	IRON ROD FOUND
IRF	IRON ROD FOUND
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
B.L.	BUILDING LINE
D.E.	DRAINAGE EASEMENT
HOA	HOMEOWNERS ASSOCIATION
VOL	VOLUME
PG	PAGE
INST	INSTRUMENT
ORD.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
D.E.	DRAINAGE EASEMENT
R.O.W.	RIGHT-OF-WAY
S.S.E.	SANITARY SEWER EASEMENT
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P.U.E.	PUBLIC UTILITY EASEMENT
S.W.E.	SEWERSHED EASEMENT
W.E.	WATER EASEMENT
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	JCC	KHA	Jun. 2026	063451312	2 OF 4

OWNER:
DRP Greenbough 76, LLC
c/o Domain Real Estate Partners
520 Madison Avenue, 21st Floor
New York, NY 10022
Phone: 212-751-6940
Contact: Houdin Honarvar

SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : Sylvia Guwanan, R.P.L.S.

APPLICANT:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : Matthew R. Duenwald, P.E.

06/20/26 10:45 AM

06/20/26 10:45 AM

DWG NAME: K:\FIRM SURVEY\063451312\LOT 1X.DWG PLOTTED BY: GUWANAN, SYLVIA 06/20/26 10:45 AM LAST SAVED

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S02°28'31"W	70.84'	L27	N43°27'17"W	42.07'	L52	N25°13'06"E	29.14'	L77	N88°56'21"W	18.50'	L102	N88°56'21"W	20.00'
L2	S41°54'56"E	14.63'	L28	S43°56'21"E	14.14'	L53	N27°25'31"E	29.15'	L78	S01°03'39"W	74.00'	L103	N01°03'39"E	20.00'
L3	N76°28'16"E	14.30'	L29	N46°03'39"E	14.14'	L54	N32°06'12"E	30.00'	L79	S88°56'21"E	18.50'	L104	S01°03'39"W	89.89'
L4	S88°56'21"E	5.00'	L30	N43°56'21"W	14.14'	L55	S70°54'14"E	26.39'	L80	S88°56'21"E	18.50'	L105	S01°03'39"W	23.48'
L5	N32°06'12"E	102.53'	L31	S46°03'39"W	14.14'	L56	S76°57'19"E	26.39'	L81	N01°03'39"E	74.00'	L106	N88°56'21"W	23.37'
L6	S43°56'21"E	28.28'	L32	S43°56'21"E	14.14'	L57	S82°18'33"E	26.41'	L82	N88°56'21"W	18.50'	L107	S88°56'21"E	23.37'
L7	S46°03'39"W	28.28'	L33	N46°03'39"E	14.14'	L58	N17°53'11"E	31.34'	L83	N87°58'14"W	15.00'	L108	N88°21'58"W	30.00'
L8	S46°03'39"W	28.28'	L34	S43°56'21"E	14.14'	L59	N08°27'08"E	30.25'	L84	S88°56'21"E	97.06'	L109	N88°45'38"W	30.00'
L9	N01°03'39"E	82.72'	L35	N46°03'39"E	14.14'	L60	N01°03'39"E	30.00'	L85	N88°56'21"W	49.77'			
L11	S46°03'39"W	20.00'	L36	S43°56'21"E	14.14'	L61	S69°32'54"E	35.72'	L86	S83°07'24"E	18.51'			
L12	N46°03'39"E	14.14'	L37	N86°29'40"E	114.94'	L62	S65°43'45"E	35.72'	L87	N32°06'12"E	52.28'			
L13	S43°56'21"E	14.14'	L38	S88°56'21"E	3.68'	L63	S61°54'35"E	35.72'	L88	N57°53'48"W	18.50'			
L14	N46°03'39"E	14.14'	L39	N44°24'53"E	41.17'	L64	N01°03'39"E	63.50'	L89	S88°56'21"E	18.50'			
L15	S12°53'48"E	14.14'	L40	S84°22'22"E	115.46'	L65	N01°03'39"E	20.00'	L90	N88°56'21"W	40.00'			
L16	N77°06'12"E	14.14'	L41	S88°56'21"E	9.43'	L66	N88°56'21"W	40.00'	L91	S01°03'39"W	23.48'			
L17	N12°45'29"W	14.18'	L42	S45°04'56"E	43.22'	L67	S43°56'21"E	54.14'	L92	N88°56'21"W	20.00'			
L18	S46°03'39"W	14.14'	L43	N01°03'39"E	30.00'	L68	N88°56'21"W	40.00'	L93	S43°56'21"E	34.14'			
L19	S43°56'21"E	14.14'	L44	N01°03'39"E	30.00'	L69	N88°56'21"W	18.50'	L94	S88°56'21"E	20.00'			
L20	S46°03'39"W	14.14'	L45	N02°57'30"E	29.13'	L70	N01°03'39"E	149.08'	L95	S01°03'39"W	20.00'			
L21	N43°56'21"W	14.14'	L46	N07°07'39"E	29.13'	L71	N01°03'39"E	19.42'	L96	S88°56'21"E	15.00'			
L22	N46°03'39"E	14.14'	L47	N09°11'47"E	29.12'	L72	S88°56'21"E	15.00'	L97	S01°03'39"W	20.00'			
L23	N43°56'21"W	14.14'	L48	N12°09'02"E	29.13'	L73	S01°03'39"W	19.98'	L98	N88°56'21"W	97.06'			
L24	S46°03'39"W	14.14'	L49	N16°09'29"E	29.13'	L74	N88°56'21"W	20.00'	L99	N88°56'21"W	50.68'			
L25	S43°56'21"E	14.14'	L50	N18°13'05"E	29.13'	L75	N88°56'21"W	40.00'	L100	S88°56'21"E	5.00'			
L26	N46°32'43"E	42.78'	L51	N21°59'03"E	29.14'	L76	N01°03'39"E	66.97'	L101	S01°03'39"W	20.00'			

CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	55°35'35"	125.00'	121.29'	N61°08'34"W
C2	55°35'35"	175.00'	169.80'	S61°08'34"E
C3	31°02'33"	400.00'	216.72'	S73°25'04"E
C4	31°02'33"	400.00'	216.72'	S16°34'56"W
C5	31°02'33"	672.00'	364.09'	S16°34'56"W
C6	31°02'33"	400.00'	216.72'	N73°25'04"W
C7	14°58'05"	350.00'	91.43'	N81°27'19"W
C8	14°58'05"	350.00'	91.43'	S81°27'19"E
C9	26°50'03"	356.50'	166.96'	S18°41'11"W
C10	55°35'35"	125.00'	121.29'	S61°08'34"E
C11	4°33'59"	234.50'	18.69'	S86°39'22"E
C12	14°01'11"	309.50'	75.73'	N81°55'46"W
C13	5°15'23"	190.50'	17.48'	N87°00'04"W
C14	4°33'59"	234.50'	18.69'	S88°46'39"W
C15	16°50'22"	290.50'	85.38'	N80°31'10"W
C16	6°47'24"	190.50'	22.58'	N89°31'30"E
C17	141°41'02"	50.00'	123.64'	N46°03'39"E
C18	141°41'02"	50.00'	123.64'	S43°56'21"E
C19	141°41'02"	50.00'	123.64'	S43°56'21"E
C20	55°35'35"	175.00'	169.80'	N61°08'34"W
C21	170°52'02"	2.00'	5.96'	S01°03'39"W
C22	4°33'59"	200.00'	15.94'	N88°46'39"E
C23	180°00'00"	6.00'	18.85'	N01°03'39"E
C24	4°33'59"	200.00'	15.94'	S86°39'22"E

LAND USE TABLE		
LAND USE	ACREAGE	LOTS
RESIDENTIAL	25.130	300 LOTS
PARK	1.255	BLOCK D, LOT 1-CD
LIFT STATION	0.139	BLOCK B, LOT 15
COMMERCIAL	4.160	BLOCK A, LOT 1-GR
COMMERCIAL	0.958	BLOCK H, LOT 1-CD
HOA/ OPEN SPACE/ D.E.	3.549	BLOCK B, LOT 16X
HOA/ OPEN SPACE	0.072	BLOCK B, LOT 53X
HOA/ OPEN SPACE	0.658	BLOCK G, LOT 13X
HOA/ OPEN SPACE	1.326	BLOCK H, LOT 83X
HOA/ OPEN SPACE	0.019	BLOCK I, LOT 1X
R.O.W.	9.708	
TOTAL	46.974	309 LOTS

LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE								
LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.			
BLOCK A LOT 1	0.110	4,797	BLOCK B LOT 21	0.084	3,643	BLOCK B LOT 51	0.086	3,740	BLOCK D LOT 9	0.092	4,025	BLOCK F LOT 2	0.115	4,998	BLOCK F LOT 32	0.088	3,850	BLOCK F LOT 62	0.104	4,538	BLOCK F LOT 92	0.176	7,680	BLOCK H LOT 16	0.078	3,300	BLOCK H LOT 46	0.076	3,300	BLOCK H LOT 76	0.080	3,490
BLOCK A LOT 1-GR	4.160	181,223	BLOCK B LOT 22	0.087	3,810	BLOCK B LOT 52	0.100	4,355	BLOCK E LOT 1	0.111	4,849	BLOCK F LOT 3	0.108	4,707	BLOCK F LOT 33	0.087	3,800	BLOCK F LOT 63	0.173	7,546	BLOCK G LOT 1	0.079	3,450	BLOCK H LOT 17	0.078	3,300	BLOCK H LOT 47	0.076	3,300	BLOCK H LOT 77	0.080	3,475
BLOCK A LOT 2	0.076	3,300	BLOCK B LOT 23	0.098	4,272	BLOCK B LOT 53X	0.072	3,146	BLOCK E LOT 2	0.076	3,330	BLOCK F LOT 4	0.105	4,589	BLOCK F LOT 34	0.076	3,300	BLOCK F LOT 64	0.181	7,896	BLOCK G LOT 2	0.079	3,450	BLOCK H LOT 18	0.076	3,300	BLOCK H LOT 48	0.076	3,300	BLOCK H LOT 78	0.079	3,460
BLOCK A LOT 3	0.076	3,300	BLOCK B LOT 24	0.090	3,915	BLOCK C LOT 1	0.110	4,797	BLOCK E LOT 3	0.081	3,537	BLOCK F LOT 5	0.101	4,395	BLOCK F LOT 35	0.076	3,300	BLOCK F LOT 65	0.108	4,721	BLOCK G LOT 3	0.079	3,450	BLOCK H LOT 19	0.076	3,300	BLOCK H LOT 49	0.076	3,300	BLOCK H LOT 79	0.079	3,444
BLOCK A LOT 4	0.076	3,300	BLOCK B LOT 25	0.090	3,906	BLOCK C LOT 2	0.076	3,300	BLOCK E LOT 4	0.082	3,557	BLOCK F LOT 6	0.095	4,154	BLOCK F LOT 36	0.076	3,300	BLOCK F LOT 66	0.076	3,290	BLOCK G LOT 4	0.079	3,450	BLOCK H LOT 20	0.076	3,300	BLOCK H LOT 50	0.076	3,300	BLOCK H LOT 80	0.079	3,429
BLOCK A LOT 5	0.076	3,300	BLOCK B LOT 26	0.090	3,900	BLOCK C LOT 3	0.076	3,300	BLOCK E LOT 5	0.082	3,557	BLOCK F LOT 7	0.090	3,910	BLOCK F LOT 37	0.076	3,300	BLOCK F LOT 67	0.076	3,300	BLOCK G LOT 5	0.079	3,450	BLOCK H LOT 21	0.076	3,300	BLOCK H LOT 51	0.076	3,300	BLOCK H LOT 81	0.078	3,413
BLOCK A LOT 6	0.076	3,300	BLOCK B LOT 27	0.089	3,893	BLOCK C LOT 4	0.076	3,300	BLOCK E LOT 6	0.082	3,555	BLOCK F LOT 8	0.085	3,719	BLOCK F LOT 38	0.076	3,300	BLOCK F LOT 68	0.076	3,300	BLOCK G LOT 6	0.091	3,975	BLOCK H LOT 22	0.076	3,300	BLOCK H LOT 52	0.076	3,300	BLOCK H LOT 82	0.087	3,801
BLOCK A LOT 7	0.076	3,300	BLOCK B LOT 28	0.089	3,887	BLOCK C LOT 5	0.076	3,300	BLOCK E LOT 7	0.082	3,553	BLOCK F LOT 9	0.082	3,579	BLOCK F LOT 39	0.076	3,300	BLOCK F LOT 69	0.076	3,300	BLOCK G LOT 7	0.091	3,975	BLOCK H LOT 23	0.076	3,300	BLOCK H LOT 53	0.076	3,300	BLOCK H LOT 83X	1.326	57,757
BLOCK A LOT 8	0.076	3,300	BLOCK B LOT 29	0.089	3,881	BLOCK C LOT 6	0.076	3,300	BLOCK E LOT 8	0.081	3,550	BLOCK F LOT 10	0.080	3,487	BLOCK F LOT 40	0.076	3,300	BLOCK F LOT 70	0.076	3,300	BLOCK G LOT 8	0.079	3,450	BLOCK H LOT 24	0.076	3,300	BLOCK H LOT 54	0.076	3,300	BLOCK I LOT 1X	0.019	838
BLOCK A LOT 9	0.110	4,797	BLOCK B LOT 30	0.089	3,874	BLOCK C LOT 7	0.076	3,300	BLOCK E LOT 9	0.081	3,548	BLOCK F LOT 11	0.079	3,435	BLOCK F LOT 41	0.076	3,300	BLOCK F LOT 71	0.076	3,300	BLOCK G LOT 9	0.079	3,450	BLOCK H LOT 25	0.076	3,300	BLOCK H LOT 55	0.076	3,300	OVERALL	46.974	2,046,185
BLOCK B LOT 1	0.076	3,300	BLOCK B LOT 31	0.089	3,868	BLOCK C LOT 8	0.076	3,300	BLOCK E LOT 10	0.082	3,555	BLOCK F LOT 12	0.076	3,300	BLOCK F LOT 42	0.076	3,300	BLOCK F LOT 72	0.076	3,290	BLOCK G LOT 10	0.079	3,450	BLOCK H LOT 26	0.076	3,300	BLOCK H LOT 56	0.076	3,300	ROW DEDICATION	9.708	422,895
BLOCK B LOT 2	0.076	3,300	BLOCK B LOT 32	0.089	3,861	BLOCK C LOT 9	0.110	4,797	BLOCK E LOT 11	0.081	3,514	BLOCK F LOT 13	0.076	3,300	BLOCK F LOT 43	0.076	3,300	BLOCK F LOT 73	0.091	3,944	BLOCK G LOT 11	0.079	3,450	BLOCK H LOT 27	0.076	3,300	BLOCK H LOT 57	0.076	3,300			
BLOCK B LOT 3	0.076	3,300	BLOCK B LOT 33	0.089	3,855	BLOCK C LOT 10	0.110	4,797	BLOCK E LOT 12	0.076	3,330	BLOCK F LOT 14	0.087	3,800	BLOCK F LOT 44	0.076	3,300	BLOCK F LOT 74	0.173	7,556	BLOCK G LOT 12	0.079	3,450	BLOCK H LOT 28	0.076	3,300	BLOCK H LOT 58	0.076	3,300			
BLOCK B LOT 4	0.076	3,300	BLOCK B LOT 34	0.088	3,849	BLOCK C LOT 11	0.076	3,300	BLOCK E LOT 13	0.108	4,719	BLOCK F LOT 15	0.088	3,850	BLOCK F LOT 45	0.076	3,300	BLOCK F LOT 75	0.197	8,583	BLOCK G LOT 13X	0.658	28,650	BLOCK H LOT 29	0.076	3,300	BLOCK H LOT 59	0.076	3,293			
BLOCK B LOT 5	0.076	3,300	BLOCK B LOT 35	0.088	3,842	BLOCK C LOT 12	0.076	3,300	BLOCK E LOT 14	0.108	4,719	BLOCK F LOT 16	0.076	3,300	BLOCK F LOT 46	0.076	3,300	BLOCK F LOT 76	0.106	4,618	BLOCK H LOT 1	0.088	3,850	BLOCK H LOT 30	0.076	3,300	BLOCK H LOT 60	0.089	3,858			
BLOCK B LOT 6	0.076	3,300	BLOCK B LOT 36	0.088	3,836	BLOCK C LOT 13	0.076	3,300	BLOCK E LOT 15	0.076	3,330	BLOCK F LOT 17	0.076	3,300	BLOCK F LOT 47	0.076	3,300	BLOCK F LOT 77	0.075	3,273	BLOCK H LOT 1-CD	0.958	41,751	BLOCK H LOT 31	0.076	3,300	BLOCK H LOT 61	0.141	6,161			
BLOCK B LOT 7	0.076	3,300	BLOCK B LOT 37	0.088	3,829	BLOCK C LOT 14	0.076	3,300	BLOCK E LOT 16	0.078	3,378	BLOCK F LOT 18	0.076	3,300	BLOCK F LOT 48	0.076	3,300	BLOCK F LOT 78	0.077	3,358	BLOCK H LOT 2	0.076	3,300	BLOCK H LOT 32	0.076	3,300	BLOCK H LOT 62	0.155	6,736			
BLOCK B LOT 8	0.076	3,300	BLOCK B LOT 38	0.088	3,823	BLOCK C LOT 15	0.076	3,300	BLOCK E LOT 17	0.082	3,569	BLOCK F LOT 19	0.076	3,300	BLOCK F LOT 49	0.076	3,300	BLOCK F LOT 79	0.080	3,475	BLOCK H LOT 3	0.076	3,300	BLOCK H LOT 33	0.076	3,300	BLOCK H LOT 63	0.127	5,529			
BLOCK B LOT 9	0.076	3,300	BLOCK B LOT 39	0.088	3,817	BLOCK C LOT 16	0.076	3,300	BLOCK E LOT 18	0.082	3,573	BLOCK F LOT 20	0.076	3,300	BLOCK F LOT 50	0.076	3,300	BLOCK F LOT 80	0.084	3,670	BLOCK H LOT 4	0.076	3,300	BLOCK H LOT 34	0.076	3,300	BLOCK H LOT 64	0.084	3,646			
BLOCK B LOT 10	0.076	3,300	BLOCK B LOT 40	0.087	3,810	BLOCK C LOT 17	0.076	3,300	BLOCK E LOT 19	0.082	3,576	BLOCK F LOT 21	0.076	3,300	BLOCK F LOT 51	0.087	3,800	BLOCK F LOT 81	0.090	3,942	BLOCK H LOT 5	0.076	3,300	BLOCK H LOT 35	0.076	3,300	BLOCK H LOT 65	0.084	3,657			
BLOCK B LOT 11	0.076	3,300	BLOCK B LOT 41	0.087	3,804	BLOCK C LOT 18	0.110	4,797	BLOCK E LOT 20	0.082	3,571	BLOCK F LOT 22	0.076	3,300	BLOCK F LOT 52	0.087	3,800	BLOCK F LOT 82	0.097	4,214	BLOCK H LOT 6	0.076	3,300	BLOCK H LOT 36	0.076	3,300	BLOCK H LOT 66	0.084	3,642			
BLOCK B LOT 12	0.076	3,300	BLOCK B LOT 42	0.087	3,797	BLOCK D LOT 1	0.092	4,026	BLOCK E LOT 21	0.082	3,571	BLOCK F LOT 23	0.076	3,300	BLOCK F LOT 53	0.076	3,300	BLOCK F LOT 83	0.076	3,300	BLOCK H LOT 7	0.076	3,300	BLOCK H LOT 37	0.076	3,300	BLOCK H LOT 67	0.083	3,627			
BLOCK B LOT 13	0.076	3,301	BLOCK B LOT 43	0.087	3,791	BLOCK D LOT 1-CD	1.255	54,669	BLOCK E LOT 22	0.082	3,570	BLOCK F LOT 24	0.076	3,300	BLOCK F LOT 54	0.076	3,300	BLOCK F LOT 84	0.076	3,300	BLOCK H LOT 8	0.076	3,300	BLOCK H LOT 38	0.076	3,300	BLOCK H LOT 68	0.083	3,612			
BLOCK B LOT 14	0.076	3,306	BLOCK B LOT 44	0.087	3,785	BLOCK D LOT 2	0.076	3,300	BLOCK E LOT 23	0.082	3,566	BLOCK F LOT 25	0.076	3,300	BLOCK F LOT 55	0.076	3,300	BLOCK F LOT 85	0.076	3,300	BLOCK H LOT 9	0.076	3,300	BLOCK H LOT 39	0.076	3,300	BLOCK H LOT 69	0.083	3,597			
BLOCK B LOT 15	0.139	6,048	BLOCK B LOT 45	0.087	3,778	BLOCK D LOT 3	0.076	3,300	BLOCK E LOT 24	0.082	3,568	BLOCK F LOT 26	0.076	3,300	BLOCK F LOT 56	0.076	3,300	BLOCK F LOT 86	0.087	3,800	BLOCK H LOT 10	0.076	3,300	BLOCK H LOT 40	0.076	3,300	BLOCK H LOT 70	0.082	3,581			
BLOCK B LOT 16X	3.549	154,611	BLOCK B LOT 46	0.087	3,772	BLOCK D LOT 4	0.076	3,300	BLOCK E LOT 25	0.082	3,564	BLOCK F LOT 27	0.076	3,300	BLOCK F LOT 57	0.076	3,300	BLOCK F LOT 87	0.100	4,375	BLOCK H LOT 11	0.076	3,300	BLOCK H LOT 41	0.076	3,300	BLOCK H LOT 71	0.082	3,566			
BLOCK B LOT 17	0.081	3,548	BLOCK B LOT 47	0.086	3,766	BLOCK D LOT 5	0.076	3,300	BLOCK E LOT 26	0.081	3,510	BLOCK F LOT 28	0.076	3,300	BLOCK F LOT 58	0.076	3,300	BLOCK F LOT 88	0.090	3,929	BLOCK H LOT 12	0.076	3,300	BLOCK H LOT 42	0.076	3,300	BLOCK H LOT 72	0.082	3,551			
BLOCK B LOT 18	0.081	3,548	BLOCK B LOT 48	0.086	3,759	BLOCK D LOT 6	0.076	3,300	BLOCK E LOT 27	0.076	3,330	BLOCK F LOT 29	0.076	3,300	BLOCK F LOT 59	0.076	3,300	BLOCK F LOT 89	0.095	4,128	BLOCK H LOT 13	0.076	3,300	BLOCK H LOT 43	0.076	3,300	BLOCK H LOT 73	0.081	3,536			
BLOCK B LOT 19	0.081	3,548	BLOCK B LOT 49	0.086	3,753	BLOCK D LOT 7	0.076	3,300	BLOCK E LOT 28	0.102	4,452	BLOCK F LOT 30	0.076	3,300	BLOCK F LOT 60	0.076	3,300	BLOCK F LOT 90	0.095	4,132	BLOCK H LOT 14	0.076	3,300	BLOCK H LOT 44	0.076	3,300	BLOCK H LOT 74	0.081	3,520			
BLOCK B LOT 20	0.082	3,566	BLOCK B LOT 50	0.086	3,746	BLOCK D LOT 8	0.076	3,300	BLOCK F LOT 1	0.130	5,666	BLOCK F LOT 31	0.076	3,300	BLOCK F LOT 61	0.075	3,273	BLOCK F LOT 91	0.095	4,132	BLOCK H LOT 15	0.076	3,300	BLOCK H LOT 45	0.076	3,300	BLOCK H LOT 75	0.080	3,505			

**DAWN WAYE**

DENTON COUNTY TAX ASSESSOR/COLLECTOR
P O BOX 90223
DENTON, TX 76202
(940) 349-3500

Tax Certificate

Property Account Number:
52575DEN

Statement Date: 06/05/2026
Owner: LENNAR HOMES OF TEXAS LAND &
Mailing Address: CONSTRUCTION LTD

1231 GREENWAY DR STE 800

Property Location: 0004721 FM 2931
Legal: A0036A J. BRIDGES|TR
4|1.9127

TAX CERTIFICATE FOR ACCOUNT : 52575DEN
AD NUMBER: A0036A-000-0004-0000
GF NUMBER:
CERTIFICATE NO : 47195588

DATE : 6/5/2026

PAGE 1 OF 1

FEE : \$10.00

PROPERTY DESCRIPTION

A0036A J. BRIDGES|TR 4|1.9127

COLLECTING AGENCY

DENTON COUNTY
P O BOX 90223
DENTON TX 76202

0004721 FM 2931
1.9127 ACRES

REQUESTED BY

KIMLEY HORN & ASSOCIATES

13455 NOEL RD STE 700
DALLAS TX 75240

PROPERTY OWNER

LENNAR HOMES OF TEXAS LAND &
CONSTRUCTION LTD

1231 GREENWAY DR STE 800

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE DENTON COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY TAX MAY BE RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE).

☒ TAXES FOR 2026 HAVE NOT BEEN BILLED OR CALCULATED.
☐ 26.11 GOVERNMENT ACQUISITION - PLEASE SEE ATTACHED WORKSHEET.

CURRENT VALUES

LAND MKT VALUE: 292,240
AG LAND VALUE: 0
APPRAISED VALUE: 292,240

IMPROVEMENT : 0
DEF HOMESTEAD: 0
LIMITED VALUE: 0

EXEMPTIONS:
LAWSUITS:

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2025	AUBREY ISD	0.00	0.00	0.00	0.00	0.00	0.00
2025	CITY OF AUBREY	0.00	0.00	0.00	0.00	0.00	0.00
2025	DENTON COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
2025 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 6/2026 :

\$0.00

ISSUED TO :
ACCOUNT NUMBER:

KIMLEY HORN & ASSOCIATES
52575DEN



CERTIFIED BY:

Dawn Waye
AUTHORIZED AGENT OF DENTON COUNTY

1 pages attached

**DAWN WAYE**

DENTON COUNTY TAX ASSESSOR/COLLECTOR
P O BOX 90223
DENTON, TX 76202
(940) 349-3500

Tax Certificate

Property Account Number:
77033DEN

Statement Date: 06/05/2026
Owner: LENNAR HOMES OF TEXAS LAND &
Mailing Address: CONSTRUCTION LTD

1231 GREENWAY DR STE 800

Property Location: 0004799 FM 2931
Legal: A0036A J. BRIDGES|TR
4B|45.0607

TAX CERTIFICATE FOR ACCOUNT : 77033DEN
AD NUMBER: A0036A-000-0004-000B
GF NUMBER:
CERTIFICATE NO : 47195590

DATE : 6/5/2026

PAGE 1 OF 1

FEE : \$10.00

PROPERTY DESCRIPTION

A0036A J. BRIDGES|TR 4B|45.060

7

COLLECTING AGENCY

DENTON COUNTY
P O BOX 90223
DENTON TX 76202

0004799 FM 2931
45.0607 ACRES

REQUESTED BY

KIMLEY HORN & ASSOCIATES

PROPERTY OWNER

LENNAR HOMES OF TEXAS LAND &
CONSTRUCTION LTD

13455 NOEL RD STE 700
DALLAS TX 75240

1231 GREENWAY DR STE 800

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE DENTON COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY TAX MAY BE RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE).

☒ TAXES FOR 2026 HAVE NOT BEEN BILLED OR CALCULATED.
☐ 26.11 GOVERNMENT ACQUISITION - PLEASE SEE ATTACHED WORKSHEET.

CURRENT VALUES

LAND MKT VALUE: 4,377,537
AG LAND VALUE: 0
APPRAISED VALUE: 4,377,537
EXEMPTIONS:
LAWSUITS:

IMPROVEMENT : 0
DEF HOMESTEAD: 0
LIMITED VALUE: 0

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2025	AUBREY ISD	0.00	0.00	0.00	0.00	0.00	0.00
2025	CITY OF AUBREY	0.00	0.00	0.00	0.00	0.00	0.00
2025	DENTON COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
2025 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 6/2026 :

\$0.00

ISSUED TO :
ACCOUNT NUMBER:

KIMLEY HORN & ASSOCIATES
77033DEN



CERTIFIED BY: _____

Dawn Waye
AUTHORIZED AGENT OF DENTON COUNTY

1 pages attached



June 9, 2026

Lennar Homes
1231 Greenway Drive, Suite 800
Irving, TX 75038

Re: *Letter of Substantial Completion*
 Palomino Clearing & Grading

Ms. Hepner:

Kimley-Horn has reviewed the construction of the subject project performed by FCS Construction. As of June 9, 2026, Clearing & Grading for Palomino construction was deemed substantially complete. A copy of the latest pay application is provided showing substantial completion of Palomino items.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "CJ Hitch".

CJ Hitch, P.E.
Project Manager



June 9, 2026

Lennar Homes
1231 Greenway Drive, Suite 800
Irving, TX 75038

Re: *Letter of Substantial Completion*
 Palomino Paving

Ms. Hepner:

Kimley-Horn has reviewed the construction of the subject project performed by Gilco Contracting. As of June 9, 2026, Paving for Palomino construction was deemed substantially complete. A copy of the latest pay application is provided showing substantial completion of Palomino items.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "CJ Hitch", with a stylized flourish at the end.

CJ Hitch, P.E.
Project Manager



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

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

CRAIG M. KERKHOFF, 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.
JUSTIN R. IVY, P.E.
COOPER E. REINBOLD, P.E.
CHASE CRAWFORD, R.P.L.S.

June 16, 2026

Mr. Melvin Whitworth
Infrastructure Inspector
City of Aubrey, TX
107 S. Main Street
Aubrey, TX 76227

Re: Palomino Addition

Dear Mr. Whitworth:

The City has reported that all punch list items have been addressed for the public improvements associated with the Palomino Addition. Based on the information available to us, and in accordance with the City of Aubrey, City Code of Ordinances Chapter 10, Article 6, Section 8, the City Engineer accepts the Palomino Addition onsite public improvements on behalf of the City of Aubrey. The public improvements include:

1. Onsite concrete streets and storm drainage
2. Onsite street lights and signs

We are available to discuss this development further at your convenience.

Sincerely,

Cooper Reinbold
Digitally signed by Cooper Reinbold
DN: cn=US, email=Ecreinbold@bhcllp.com, o="Birkhoff, Hendricks & Carter, LLP", cn=Cooper Reinbold
Reason: I am the author of this document
Date: 2025.06.16 14:45:51 -0500

Cooper Reinbold, P.E.

cc: Ms. Leanne Wilson, City of Aubrey
Mr. Dean Rylant, City of Aubrey
Mr. Jereme Boyle, City of Aubrey
Mr. Ethan Keith, City of Aubrey



**City Council Meeting
Staff Report
June 25, 2026**

Agenda Item

Consider and take appropriate action regarding the Project and Finance Plan for Tax Increment Reinvestment Zone No. 3, (the “Zone”), a Zone consisting of approximately 460.706 acres of land generally located north of Spring Hill Road and east of US 377, and within the City of Aubrey; providing a Final Project and Financing Plan, pursuant to Chapter 311, of the Texas Tax Code, and to submit the Final Plan to the City Council (MuniCap).

Staff Contact

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

Summary

Municap, the City’s PID and TIRZ Administrator, has prepared the Final Project and Finance Plan for the Tax Increment Reinvestment Zone No. 3, City of Aubrey, Texas. Chapter 311 of the Texas Tax Code requires the Final Project and Finance Plan be approved by Council by City ordinance. The Final Project and Finance Plan provides for the City of Aubrey to participate with thirty-eight (38%) of the tax increments generated by the ad valorem taxes of the City of Aubrey. (High Pointe Ranch)

Financial Summary

**Table 1-B
Projected Incremental Tax Revenue**

Jurisdiction	Total Projected Appraised Value at Buildout as of January 1, 2034	Base Value¹	Total Projected Incremental Appraised Value at Buildout as of January 1, 2034	Total Projected Incremental Tax Revenue as of January 31, 2035
City of Aubrey	\$615,835,186	\$334,784	\$615,500,402	\$2,769,752

¹The base value of \$334,784 represents the allocable share of the 2022 taxable assessed value generating City ad valorem taxes shown in certified DCAD records allocated based on the proportional acreage of the applicable parcels within the Zone.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to recommend (approval/denial/tabling) of the Project and Finance Plan.



**City Council Meeting
Staff Report
June 25, 2026**

Agenda Item

Consideration and action on Ordinance No. 954-26 approving the Project and Financing Plan for the Tax increment Reinvestment Zone No.3, City of Aubrey, Texas, a Zone consisting of approximately 460.706 acres of land generally located north of Spring Hill Road and east of US 377, and within the City of Aubrey; providing a Final Project and Financing Plan pursuant to Chapter 311, of the Texas Tax Code; making findings regarding feasibility and related matters as required by State law; and providing an effective date. (High Pointe Development) (Municipal)

Staff Contact

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

Summary

Municipal, the City's PID and TIRZ Administrator, has prepared the Final Project and Finance Plan for the Tax Increment Reinvestment Zone No. 3, City of Aubrey, Texas. Chapter 311 of the Texas Tax Code requires the Final Project and Finance Plan be approved by Council by City ordinance. The Final Project and Finance Plan provides for the City of Aubrey to participate with thirty-eight (38%) of the tax increments generated by the ad valorem taxes of the City of Aubrey. (Highpointe Ranch).

Financial Summary

**Table 1-B
Projected Incremental Tax Revenue**

Jurisdiction	Total Projected Appraised Value at Buildout as of January 1, 2034	Base Value¹	Total Projected Incremental Appraised Value at Buildout as of January 1, 2034	Total Projected Incremental Tax Revenue as of January 31, 2035
City of Aubrey	\$615,835,186	\$334,784	\$615,500,402	\$2,769,752

¹The base value of \$334,784 represents the allocable share of the 2022 taxable assessed value generating City ad valorem taxes shown in certified DCAD records allocated based on the proportional acreage of the applicable parcels within the Zone.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to (approve/deny/table) the Ordinance approving the final Project and Financing Plan.

CITY OF AUBREY, TEXAS

ORDINANCE NO. 954-26

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS APPROVING A FINAL PROJECT AND FINANCING PLAN RELATING TO REINVESTMENT ZONE NUMBER THREE, CITY OF AUBREY, TEXAS; AND FINDING AND ORDAINING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Aubrey, Texas (the “City”) recognizes the importance of its continued role in local economic development and the protection of the health, safety, and welfare of its inhabitants; and

WHEREAS, the City has therefore created, by Ordinance No. 741-22 adopted by the City Council on February 22, 2022, Reinvestment Zone Number Three, City of Aubrey, Texas (the “Zone”), pursuant to and in accordance with the provisions of Chapter 311, as amended, Texas Tax Code (Chapter 311); and

WHEREAS, the Zone has been duly organized and is governed by a board of directors (the “Zone Board”), pursuant to the creation authorization of the City heretofore described and applicable laws of the State of Texas (the “State”); and

WHEREAS, the Zone Board, on June 25, 2026, adopted a “Project Plan” (as defined in Chapter 311) and a “Reinvestment Zone Financing Plan” (as defined in Chapter 311 and referred to herein, together, as the “Plans”) relative to the development of the Zone and has submitted such Plans (in the form attached hereto as Exhibit A) to the City Council, as required and in accordance with Chapter 311; and

WHEREAS, the City Council determines that approval of the Plans will promote the general health, safety, and well-being and provide increased opportunity for economic prosperity within the City by the orderly development of the property within the Zone, and, accordingly, such approvals are in the best interests of the City and its inhabitants; and

WHEREAS, the City Council has determined that the implementation of the Plans is feasible in the best interest of the inhabitants of the Zone and the City; and

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

SECTION 1. The City Council hereby accepts and approves the Plans.

SECTION 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgement and findings of the City Council:

SECTION 3. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

SECTION 4. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 5: If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and this City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 6: It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 7: This Ordinance shall be in force and effect from and after its final passage, and it is so resolved.

* * * *

PASSED AND APPROVE ON this 25th day of June 2026.

APPROVED:

CHRIS RICH, Mayor

ATTEST:

JENNY HICKS, City Secretary

APPROVED AS TO FORM:

PATRICIA A. ADAMS, City Attorney

EXHIBIT A
Final Project and Finance Plan

REINVESTMENT ZONE NUMBER THREE

CITY OF AUBREY, TEXAS



FINAL PROJECT PLAN AND FINANCING PLAN

JUNE 25, 2026

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

REINVESTMENT ZONE NUMBER THREE

CITY OF AUBREY, TEXAS

FINAL PROJECT PLAN AND FINANCING PLAN

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EXHIBIT B - METES AND BOUNDS DESCRIPTION OF THE PROPERTY

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EXHIBIT C-2 - PROJECTED ASSESSED VALUE

**EXHIBIT C-3 - PROJECTED INCREMENTAL ASSESSED VALUE & INCREMENTAL REAL
PROPERTY TAXES AVAILABLE FOR PROJECT COSTS**

**EXHIBIT C-4 - PROJECTED INCREMENTAL ASSESSED VALUE & INCREMENTAL REAL
PROPERTY TAXES AVAILABLE TO THE CITY**

**EXHIBIT D - MAP AND DESCRIPTION OF THE PROPOSED USES OF THE PROPERTY
(CURRENT CONCEPT PLAN)**

**EXHIBIT E - LIST OF PARCELS IN THE ZONE AND CURRENT APPRAISED VALUE OF
THE ZONE (BASE YEAR)**

EXHIBIT F - PROJECT COSTS

EXHIBIT G - MAP OF PUBLIC IMPROVEMENTS

EXHIBIT H - ZONING ORDINANCE

EXHIBIT I - DEVELOPMENT STANDARDS

1. INTRODUCTION

1.1. AUTHORITY AND PURPOSE

The City of Aubrey, Texas, a Texas home rule municipality (the “City”), has the authority under Chapter 311, Texas Tax Code, as amended (the “Act”) to designate a contiguous or noncontiguous geographic area within the corporate limits of the City and within the extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the “City Council”) determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the tax increment reinvestment zone is feasible, and that creation of the tax increment reinvestment zone is in the best interest of the City and the property in the tax increment reinvestment zone. The purpose of a tax increment reinvestment zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the tax increment reinvestment zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2. ELIGIBILITY REQUIREMENTS

Except as provided in the Act, an area may be designated as a tax increment reinvestment zone if such area is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a zone if more than 30% of the property in the proposed zone, excluding property that is publicly owned, is "used for residential purposes" (defined by the Act as follows: "... property is used for residential purposes if it is occupied by a house having fewer than five living units ...") or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds 50% of the total appraised value of taxable real property in the City and in industrial districts created by the City.

The Zone. By City Council action on February 22, 2022, the City created a tax increment reinvestment zone to be known as “Reinvestment Zone Number Three, City of Aubrey” (the “Zone” or “TIRZ”) that includes approximately 460.706 acres depicted on **Exhibit A** and described on **Exhibit B** (the “Property”). The Property meets the eligibility requirements of the Act. The Property is undeveloped, and due to its size, location, and physical characteristics, development will not occur solely through private investment in the foreseeable future. The Property substantially impairs and arrests the sound growth of the City because it is predominately underdeveloped due to factors such as no public infrastructure and the need for economic incentives to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone, increased sales and use tax for the City and the State of Texas, and increased job opportunities for residents of the City and the region. If the public works, public improvements, programs, and other projects are financed as contemplated by the Final Plan (hereinafter defined), the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City and to all of the region quality developments.

1.3. PRELIMINARY PLAN; HEARING

Before the City adopted the ordinance designating the Zone, the City Council prepared a preliminary reinvestment zone financing plan in accordance with the Act and, on February 22, 2022, held a public hearing on the creation of the proposed zone and its benefits to the City and to the Property, at which public hearing interested persons spoke for and against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and at which hearing the owners of the Property (collectively the “Owners”) were given a reasonable opportunity to protest the inclusion of the Property in the Zone. The requirement of the Act for a preliminary reinvestment zone financing plan is satisfied by this preliminary plan dated February 22, 2022 (the “Preliminary Plan”), the purpose of which is to describe, in general terms, the public works, public improvements, programs, and other projects that will be undertaken and financed by the Zone. A description of how such public works, improvements, programs, and projects are to be undertaken and financed will be determined by the Final Plan and by the Development Agreement (both hereinafter defined), which require approval by the Board (hereinafter defined) and by the City Council.

1.4. CREATION OF THE ZONE

Subsequent to the above-referenced public hearing, the City Council adopted Ordinance No. 741-22 on February 22, 2022 (the “Creation Ordinance”) in accordance with the Act creating the Zone after the City Council found that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, that the Zone is feasible, and that creation of the Zone is in the best interest of the City and the Property. The ordinance creating the Zone appointed a Board of Directors for the Zone initially consisting of six (6) members (the “Board”).

1.5. BOARD RECOMMENDATIONS

After the creation of the Zone, the Board, during its June 25, 2026, meeting, is anticipated to review the *Final Project and Finance Plan for Reinvestment Zone Number Three, City of Aubrey* (the “Final Plan”), approve and recommend to the City Council the Final Plan, pursuant to which the City will contribute a portion of the ad valorem tax increment (the “Tax Increment”) attributable to new development in the Zone into a tax increment fund created by the City and segregated from all other funds of the City (the “TIRZ Fund”) to the costs of public works, public improvements, programs, and other projects benefiting the Zone.

1.6. COUNCIL ACTION

The City Council, taking into consideration the recommendations of the Board, considered and approved the:

- Correction a scrivener’s error and providing an effective date, pursuant to Amended Ordinance No. 741-22 on September 26, 2024.

The City Council, taking into consideration the recommendations of the Board, is anticipated to consider and approve the Final Plan on June 25, 2026.

1.7. SUMMARY OF RESULTS

As real property taxes are generated on an ad valorem basis from assessed values, it is first necessary to estimate the future assessed value resulting from the Zone. This plan provides assessed value information based on the following:

- The development is completed as proposed by ALW 377 LLC, a Texas limited liability company, and FM Land Investments I, LLC, a Texas limited liability company, its successors or assignees (collectively, the “Developers”);
- The units are sold according to the development pace estimated by the Developer, as summarized in subsequent sections of this Final Plan;
- The real property tax rate remains static at the fiscal year 2026 level in future years;
- The Zone includes 460.706 acres comprising the Property; and
- The City has committed to use **38.00%** of the incremental revenue generated from the Property.

In summary, the TIRZ financing analysis indicates that, assuming one and a half percent (1.5%) annual inflation through 2051 (and after completion of all phases), the Zone is estimated to have an incremental value of \$822,669,302 as of January 2052.

Table 1-A below provides the projected total and incremental assessed value for the Zone in 2052. Refer to **Exhibit C**, attached hereto, for more information on the projected incremental value for each year.

Table 1-A
Projected Assessed Values

Year	Projected Value	Base Value¹	Incremental Value
2052	\$823,004,086	\$334,784	\$822,669,302

¹The base value of \$334,784 represents the allocable share of the 2022 taxable assessed value shown in certified DCAD records allocated based on the proportional acreage of the applicable parcels within the Zone.

The assessed values displayed in Table 1-A above are the basis for estimating incremental real property taxes. The projected incremental taxes are shown in Table 1-B on the following page. The Property is anticipated to be fully built out by December 2033, and such fully built-out values are anticipated to be reflected in the 2034 property appraisal, and the related incremental taxes will become fully available on taxes due as of January 2035. The new proposed development could not occur without the Public Improvements (as defined herein) required to be constructed within the Zone. The total projected value of the new development at build-out as of January 1, 2034, is \$615,835,186 with an incremental value of \$615,500,402. Table 1-B illustrates the projected assessed value for taxes due as of January 2035, one and a half percent (1.5%) annual inflation.

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Table 1-B
Projected Incremental Tax Revenue

Jurisdiction	Total Projected Appraised Value at Buildout as of January 1, 2034	Base Value¹	Total Projected Incremental Appraised Value at Buildout as of January 1, 2034	Total Projected Incremental Tax Revenue as of January 31, 2035
City of Aubrey	\$615,835,186	\$334,784	\$615,500,402	\$2,769,752

¹The base value of \$334,784 represents the allocable share of the 2022 taxable assessed value generating City ad valorem taxes shown in certified DCAD records allocated based on the proportional acreage of the applicable parcels within the Zone.

Refer to **Exhibit C** for projected tax increment revenues for each year.

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2. ASSESSMENT AND TAX COLLECTION PROCEDURES

2.1 AUTHORITY AND PURPOSE

Pursuant to Texas Tax Code, all taxable property is appraised at its market value as of January 1 of each year. Each county in Texas is served by an appraisal district, which determines the value of all that county's taxable property. Generally, local governments that collect property taxes, such as counties, cities and school districts, are members of the appraisal district.

2.2 METHODOLOGY

Each county appraisal district determines the value of all taxable property within the county boundaries. Tax Code Section 25.18 requires appraisal districts to reappraise all property in its jurisdiction at least once every three years. Tax Code Section 23.01 requires that appraisal districts comply with the Uniform Standards of Professional Appraisal Practice if mass appraisal is used and that the same appraisal methods and techniques be used in appraising the same or similar kinds of property. Individual characteristics that affect the property's market value must be evaluated in determining the property's market value.

Before appraisals begin, the appraisal district compiles a list of taxable property. The list contains a description and the name and address of the owner for each property. In a mass appraisal, the appraisal district then classifies properties according to a variety of factors, such as size, use and construction type. Using data from recent property sales, the appraisal district appraises the value of typical properties in each class. Taking into account differences such as age or location, the appraisal district uses typical property values to appraise all the properties in each class.

With few exceptions, Tax Code Section 23.01 requires taxable property to be appraised at market value as of January 1. Market value is the price at which a property would transfer for cash or its equivalent under prevailing market conditions if:

- it is exposed for sale in the open market with a reasonable time for the seller to find a purchaser;
- both the seller and the purchaser know of all the uses and purposes to which the property is adapted and for which it is capable of being used and of the enforceable restrictions on its use; and
- both the seller and purchaser seek to maximize their gains and neither is in a position to take advantage of the exigencies of the other.

Source: <https://comptroller.texas.gov/taxes/property-tax/valuing-property.php>

2.3 APPEALS

According to the Denton County Appraisal District (“DCAD”), property owners may utilize the DCAD appeal procedures if they have a concern about:

- the market or appraised value of the property;
- unequal appraisal of the property compared to other properties;
- the inclusion of the property on the appraisal roll;
- any exemptions that may apply to the property owner;
- the qualification for an agricultural or timber appraisal;
- the taxable status of the property;
- the local governments which should be taxing the property;
- the ownership of property;
- a change of use of land receiving special appraisal; and/or
- any action taken by the chief appraiser, DCAD or Appraisal Review Board (“ARB”) that applies to and adversely affects the property.

If property owners cannot resolve their concern informally with the DCAD staff, they may have their cases heard by the ARB. The ARB is an independent board of citizens that review problems with appraisals or other concerns listed above. It has the power to order the DCAD to make the necessary changes to solve problems. If a property owner files a written request for an ARB hearing (called a notice of protest) on or before May 31 (or 30 days after the notice of appraised value was mailed to the property owner, whichever is later), the ARB will set the case for a hearing. The property owner will receive written notice of the time, date, and place of the hearing. After it decides the case, the ARB must send them a copy of its order by certified mail. If the property owner is not satisfied with the decision, it has the right to appeal. If it chooses to go to court, the property owner must start the process by filing a petition within 60 days of the date it receives the ARB’s order. In certain cases, as an alternative to filing an appeal in district court, the property owner may file not later than the 45th day after it receives notice of the ARB order a request for binding arbitration with the DCAD. In certain cases, originating in certain counties, as an alternative to filing an appeal in district court, the property owner may appeal to the State Office of Administrative Hearings (SOAH). An appeal to SOAH is initiated by not later than the 30th day after the property owner receives notice of the ARB’s order by filing with the chief appraiser of the DCAD a notice of appeal.

2.4 TAXATION PROCEDURES

The assessment and property tax process for each tax year includes the steps shown in Table 2-A.

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Table 2-A
Property Tax Timeline

Date(s)	Event
January 1	CADs are required to appraise property on this date. A lien attaches to each taxable property to ensure property tax payment.
January 1 - April 30	CAD completes appraisals and processes applications for exemptions.
April - May	Appraisal districts send notices of appraised value.
May 1	Appraisal review board begins hearing protests from property owners.
July 1	Local taxing units may impose additional penalties for legal costs related to collecting unpaid taxes.
August - September	Local taxing units adopt tax rates.
October 1	Local taxing units (or county tax assessor-collector, acting on their behalf) begin sending tax bills to property owners.
January 1	Taxes due to local taxing units (or county tax assessor-collector, if acting on their behalf).
February 1	Local taxing units begin charging penalty and interest for unpaid tax bills.

2.5 PENALTIES AND INTEREST

According to the Texas Comptroller, if taxes are not paid by January 31st, penalties and interest will accrue are shown in Table 2-B.

Table 2-B
Penalties and Interest

If Tax Paid In:	Penalty		Interest		Total
February	6%	+	1%	=	7%
March	7%	+	2%	=	9%
April	8%	+	3%	=	11%
May	9%	+	4%	=	13%
June	10%	+	5%	=	15%
July	12%	+	6%	=	18%

Penalties reach a maximum of 12% and interest of 1% is added each month after the due date. All real property accounts not paid in full by June 30th of the year in which they become delinquent will be referred to the delinquent tax attorney for enforced collection and will incur an additional penalty equal to 15% - 20% of the total taxes, penalties, and interest due.

2.6 TAX SALE

According to the Denton County Tax Collector's website, tax sales are held once orders of sale are issued from the district courts in reference to tax judgments for delinquent taxes. Real property being sold as a result of a foreclosure to satisfy delinquent taxes is required by Texas law to be sold on the first Tuesday of the month. All counties have sales on the same day.

2.7 TAX RATES

Tax rates are set on an annual basis by the City. For fiscal year 2026, the real property tax rate in the City is \$0.450 per \$100 of assessed value.

The City tax rates have fluctuated in past years. It is likely that the tax rate will continue to change over time; for purposes of this study, however, it is assumed that the tax rate will remain at its current level in future years.

Table 2-C below provides historical tax rates from fiscal years 2016 to 2026.

Table 2-C
Historical Tax Rates 2016-2026

Fiscal Year	City Tax Rate Per \$100 Assessed Value (M&O)	City Tax Rate Per \$100 Assessed Value (I&S)	City Tax Rate Per \$100 Assessed Value (Total)
2016-17	\$0.223350	\$0.338606	\$0.561956
2017-18	\$0.212981	\$0.329158	\$0.542049
2018-19	\$0.220300	\$0.321700	\$0.542000
2019-20	\$0.268600	\$0.273000	\$0.541600
2020-21	\$0.291800	\$0.249600	\$0.541400
2021-22	\$0.389190	\$0.135810	\$0.525000
2022-23	\$0.298569	\$0.166359	\$0.464928
2023-24	\$0.302266	\$0.161734	\$0.464000
2024-25	\$0.317107	\$0.146893	\$0.464000
2025-26	\$0.307287	\$0.142713	\$0.450000

Source: DCAD and City of Aubrey website.

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3. PROJECT PLAN

3.1. DESCRIPTIONS AND MAPS

Existing Uses and Conditions. The Property in the Zone is located within the City’s corporate limits at the time this TIRZ is created. The Property is comprised of 460.706 acres inclusive of property zoned as single family residential and commercial and more fully described in the City of Aubrey Zoning Ordinance (the “Zoning Ordinance”) attached hereto as **Exhibit H**.

The Property is undeveloped, and there is limited public infrastructure to support development. Development will require public infrastructure that: (1) the City cannot provide; and (2) will not be provided solely through private investment in the foreseeable future. A map of the Property and the Zone are shown on **Exhibit A**.

Proposed Uses. The Property is zoned consistent with the Zoning Ordinance, and the uses permitted by development standards included in the development agreement dated as of June 30, 2021, by and between the Developer and the City (the “Development Standards”) attached hereto as **Exhibit I**. A map of the Property is shown on **Exhibit D** and description of the proposed uses within the Property are shown on Table 3-A below.

Table 3-A
Description of Proposed Uses

Property Type	Estimated Completion	Quantity	Gross Square Feet (GSF)
<u>Residential</u>			
Single-Family – Lot Type 1	2030	850	-
Single-Family – Lot Type 2	2027	600	-
<u>Commercial</u>			
Retail	2029	-	85,000
Office	2033	-	200,000
Total		1450	285,000

Metes and Bounds Description. Metes and bounds descriptions of the various tracts that comprise the Property are provided on **Exhibit B**. The list of Parcels in the Zone is shown in **Exhibit E**.

3.2. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES AND REGULATIONS

Development of the Property will involve only those changes established by the City pursuant to the applicable Zoning Ordinances and Development Standards.

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3.3. ESTIMATED NON-PROJECT COSTS

Non-project costs are funds that will be spent to develop in the Zone but will not be financed by the Zone. There are significant Non-project costs which are estimated at approximately \$50,269,527 (to be updated with actual costs) for the total property within the Zone.

3.4. RELOCATION OF DISPLACED PERSONS

No persons will be displaced or relocated due to the creation of the Zone or implementation of the Final Plan.

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4. FINANCING PLAN

4.1. ESTIMATED PROJECT COSTS

The total project costs of the Zone (the “Project Costs”) include the Administrative Costs defined below and the costs of the initial Public Improvements as well as related debt service interest expense are estimated not to exceed \$36,000,000 the “Maximum TIRZ Contribution Amount”), as set forth in **Exhibit F**, and such amount is subject to change based on actual costs and/or the expected TIRZ contribution amount contemplated in the Final Project and Financing Plan. The Project Costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer of the Zone (the “Administrative Costs”). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, including the costs of conducting studies, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid.

4.2. PROPOSED PUBLIC IMPROVEMENTS

Categories of Public Improvements. The Public Improvements that are proposed to be financed within the Zone are as follows: water and wastewater improvements, sanitary and storm sewer improvements, road, paving, and landscape and irrigation improvements. All Public Improvements shall be designed and constructed in accordance with the applicable City and shall be reviewed, inspected, approved, and accepted by the City. At the discretion of the City, some of the Public Improvements that are to be financed with the TIRZ Increments may be owned by the City but maintained by a homeowners’ association or High Pointe Ranch MUD No. 1 (the “High Pointe Ranch MUD”) as may be agreed by the City from time to time.

Locations of Public Improvements. The estimated locations of the proposed Public Improvements to be constructed within the Zone are shown in **Exhibit G**. These locations are provided for informational purposes only and may be revised by City Staff without amending the Final Plan.

4.3. ECONOMIC FEASIBILITY

The development is proposed to be developed on vacant land. As shown in **Exhibit E**, the current aggregate taxable assessed value of the property in the development based on the proportional acreage of the applicable parcels is \$334,784 (shown as assessed value in the DCAD records). The development is projected to be fully built out by December 2033 based on the proposed absorption estimated by the Developer.

For purposes of this Plan, economic feasibility has been evaluated over the term of the Zone based on the projected taxable value growth as shown in the projected absorption, projected incremental assessed values and projected incremental taxes shown in **Exhibit C**. This evaluation focuses only on ‘direct’ financial benefits (i.e., projected tax revenues from new development in the Zone) of

the Public Improvements to be constructed within the Zone and does not take into consideration the potential ‘multiplier effect’ of this development towards new development outside the Zone and the non-property tax revenue-related benefits like job creation to the properties within and outside of the Zone. The new proposed development could not occur without the Public Improvements required to be constructed within the Zone. The total projected value of the new development at termination of the Zone as of January 1, 2052, is \$823,004,086 with an incremental value of \$822,669,302. The new development is projected to generate approximately \$1,406,765 in annual projected incremental real property taxes at expiration of the Zone and approximately \$77,472,896 during the anticipated term of the Zone as shown in Table 4-A.

Table 4-A
Projected Incremental Tax Revenue

Jurisdiction	Total Projected Incremental Appraised Value as of January 1, 2052	Total Projected Annual Incremental Tax Revenue (Due by January 31, 2053)	Total Projected Incremental Tax Revenue during the Term of the TIRZ
City of Aubrey	\$822,669,302	\$1,406,765	\$77,472,896

Approximately 62.00% of the new tax revenue generated from the new development within the Zone will be retained by the City. The remaining approximately 38.00% of the new tax revenue generated by the new development within the Zone will be available to pay for Project Costs until the earlier of (i) Maximum TIRZ Contribution Amount is paid, or (ii) the term of the Zone expires in 2052. Upon expiration or termination of the Zone, 100% of all tax revenue generated within the Zone will be retained by the City.

These projections assume a one and a half percent (1.5%) annual property value inflation factor. As shown in **Exhibit C-3**, the total incremental tax revenue is projected to be \$79,876,355. The Maximum TIRZ Contribution Amount towards the Public Improvements is estimated to be \$36,000,000, and such amount is subject to change based on actual costs and/or the expected TIRZ contribution amount contemplated in this Final Plan. As a result, the TIRZ is anticipated to generate \$48,033,195 (i.e., \$77,472,896 - \$29,439,700) in excess incremental real property taxes during the anticipated term of the Zone for payment of costs of the City, demonstrating economic feasibility of the proposed TIRZ structure.

Table 4-B shows the projected Maximum TIRZ contribution by each participating jurisdiction.

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Table 4-B
Projected Maximum TIRZ Contribution

Jurisdiction	Total Projected Incremental Tax Revenue during the Term of the TIRZ^(a)	Total Projected Incremental Tax Revenue Available for payment of Project Costs (Maximum TIRZ Contribution Amount)^(b)	Total Projected Incremental Tax Revenue Retained by the City^(c)
City of Aubrey	\$77,472,896	\$29,439,700	\$48,033,195

^(a) Represents the projected incremental tax revenues generated from the Property.

^(b) Pursuant to the development agreement, the Maximum TIRZ Contribution Amount is set to \$36,000,000 and is subject to change based on actual costs and/ or the expected TIRZ contribution amount contemplated.

^(c) Represents the total projected incremental tax revenue available to the City.

4.4. TIRZ PARTICIPATION LEVEL

For properties within the TIRZ, 38.00% of the total City incremental real property tax revenue will be pledged to the TIRZ Fund as shown in Table 4-C below.

Table 4-C
TIRZ Participation by Entity

Jurisdiction	TIRZ Participation level
City of Aubrey	38.00%

4.5. ESTIMATED BONDED INDEBTEDNESS

The Zone consists of approximately 460.706 acres. It is anticipated that TIRZ bonds or other similar debt obligations may be issued by the City in the future, in which a credit in the amount equal to 38% of the City total incremental real property tax revenue for properties within the Zone will be made available to pay debt service on such obligations, if any.

4.6. ESTIMATED TIME FOR COSTS OR OBLIGATIONS

The Project Costs are estimated to be incurred within 36-48 months. The Administrative Costs will be incurred annually and will continue to be collected until all Project Costs are reimbursed or the term of the Zone has expired.

4.7. METHOD OF FINANCING

The City, in the future, will pay (using the TIRZ funds) the Project Costs as annual TIRZ contributions paid to the Developer via High Pointe Ranch MUD which will utilize the TIRZ contributions to pay debt service on bonds issued to reimburse or directly reimburse the Developer. The Final Plan shall obligate the City to pay from the TIRZ Fund annual TIRZ contributions related

to the Project Costs, which shall be reviewed and approved by the City. Funds deposited into the TIRZ Fund shall always first be applied to pay the Administrative Costs. After the Administrative Costs have been paid, funds in the TIRZ Fund shall next be used to pay or reimburse the Project Costs. All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City unless otherwise approved by the respective governing body, and the TIRZ Fund shall only be used to pay the Project Costs. The Final Plan shall obligate the City to deposit into the TIRZ Fund each year for the duration of the Zone a portion of the Tax Increment calculated as a millage rate per \$100 of taxable assessed value in the Zone that equals 38.00% of taxable assessed value in the Zone from the City incremental property taxes collected in the Zone for years 2023 through 2053.

4.8. TOTAL APPRAISED VALUE

The current total taxable assessed value of taxable real property in the Zone is \$334,784 as shown in **Exhibit E**. It is estimated that upon expiration of the term of the Zone, the total appraised value of taxable real property in the Zone is estimated to be \$823,004,086.

4.9. ESTIMATED CAPTURED APPRAISED VALUE TAXABLE BY THE CITY

The captured appraised value of the Property taxable by the City for a year is the total taxable value of the Property for that year less the tax increment base of the Property. The tax increment base of the Property is the total taxable value of the Property for the year in which the Zone was designated. The Zone was created during calendar year 2022, and the tax increment base of the Property is \$334,784 as shown in **Exhibit E**.

4.10. DURATION OF THE ZONE; TERMINATION

The term of the TIRZ shall commence with the base year being 2022 (term beginning January 1, 2022) and the initial year being 2023. The TIRZ shall terminate in tax year 2052, with final payments made to the Zone no later than 2053, unless otherwise terminated in accordance with this section and the Act. The City shall have the right to terminate the Zone prior to the expiration of its stated term if all of the Project Costs have been paid. If upon expiration of the stated term of the Zone, Project Costs have not been paid, the City has no obligation to pay the shortfall. The provisions of this section shall be included in the ordinance that creates the Zone. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

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5. ASSUMPTION AND LIMITATIONS

The valuation of property for real property tax purposes is determined by the DCAD. This plan attempts to estimate how the DCAD may estimate the value of the subject properties in the future. The values estimated by the DCAD will almost certainly differ from the estimates included in this report. Values can change significantly over time, and these changes can be significantly higher or lower than values in previous years. Determining property values for tax purposes is not as straight forward or as simple as the analysis in this report. Many factors not considered in this report may impact actual future values. Furthermore, property values are not likely to be consistent from year to year.

The DCAD often relies on market data to estimate the value of property. Property values can be appealed, competition can be greater, national or local market conditions can change; in short, there are many factors that can affect the valuation of property. These factors make the projection of future values an imprecise exercise. The successful development of the subject properties is critical to the values estimated in the report.

This report has assumed property taxes are paid as due. This report does not include an analysis to determine if the owners of property within the Zone will be able or willing to pay property taxes or if the tax collector will be able to collect unpaid taxes. The actual delinquencies in the payment of real property taxes in the Zone will likely be different than assumed in this report and a significant increase in the failure to pay property taxes would materially affect the tax increment revenues available for the payment of Project Costs.

This report estimates future tax increment revenues based on current real property tax rates. Scenarios do not assume real property tax rates in the future will be different than tax rates for fiscal year 2026 as shown in Table 2-C. Real property tax rates have varied over the years and have declined over the years. Real property tax rates will likely vary significantly in future years and be different than assumed in this report and a significant decrease in real property tax rates could materially affect the tax increment revenues available for the payment of Project Costs.

This report includes projections of tax increment revenues based on one and a half percent (1.5%) annual appreciation for real property. Changes in values will not be consistent from year to year. Future values are estimated based on values in 2026. Values in any future year may be less than values in 2026.

This report assumes that the subject properties will be developed as projected in this report. A delay in the development of properties or changes to the program of development would reduce tax increment revenues during the years of the delay and could result in there being inadequate tax increment revenues to pay the Project Costs. No analysis has been conducted to determine if the subject properties are likely to be developed as projected.

Numerous sources of information were relied on in the preparation of this report. These sources are believed to be reliable; however, no effort has been made to verify information obtained from other sources.

In summary, this report necessarily incorporates numerous estimates and assumptions with respect to property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions will inevitably not materialize, and unanticipated events and circumstance will occur. As a result, actual results will vary from the estimates in this report and the variations may be material.

Other assumptions made in the preparation of this report and limiting conditions to this report are as follows:

1. There are no zoning, building, safety, environmental or other federal, state, or local laws, regulations, or codes that would prohibit or impair the development, marketing or operation of the subject properties in the manner contemplated in this report, and the subject properties will be developed, marketed and operated in compliance with all applicable laws, regulations, and codes.
2. No material changes will occur in (a) any federal, state or local law, regulation or code affecting the subject properties or (b) any federal, state or local grant, financing or other program to be utilized in connection with the subject properties.
3. The local, national and international economies will not deteriorate and there will be no significant changes in interest rates or in rates of inflation or deflation.
4. The subject properties will be served by adequate transportation, utilities and governmental facilities.
5. The subject properties will not be subjected to any war, energy crises, embargo, strike, earthquake, flood, fire or other casualty or act of God.
6. The subject properties will be developed, marketed, and operated in a highly professional manner.
7. There are no existing, impending or threatened litigation that could hinder the development, marketing, or operation of the subject properties.
8. MuniCap, Inc. does not have expertise in and has no responsibility for legal, environmental, architectural, geologic, engineering, and other matters related to the development and operation of the subject properties.

6. LIST OF EXHIBITS

Unless otherwise stated, all references to “Exhibits” contained in this Final Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Final Plan for all purposes.

Exhibit A	Map of the Property and TIRZ Zone
Exhibit B	Metes and Bounds Description of Property in the Zone
Exhibit C-1	Projected Absorption
Exhibit C-2	Projected Assessed Value
Exhibit C-3	Projected Incremental Assessed Values and Incremental Real Property Taxes available for Debt Service
Exhibit C-4	Projected Incremental Assessed Value & Incremental Real Property Taxes available to the City
Exhibit D	Map and Description of the Proposed Uses of the Property (Current Concept Plan)
Exhibit E	List of Parcels in the Zone and Current Appraised Value of the Zone (Base Year)
Exhibit F	Project Costs
Exhibit G	Map of Public Improvements
Exhibit H	Zoning Ordinance
Exhibit I	Development Standards

EXHIBIT A
MAP OF THE PROPERTY AND TIRZ ZONE



Kimley-Horn

W. H. Warner, President, June 1902
 Eugene T. Ward, Treasurer
 2715 24th Street
 State of Texas, Austin, Tex. 78705

EXHIBIT B
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

HIGH POINTE RANCH MUNICIPAL UTILITY DISTRICT NO. 1 – TRACT 1

OF a 357.445 acres tract of land out of the Francisco Trevino Survey, Abstract No. 1243, Denton County, Texas, being all of a certain 229.479 acres tract (Tract 1), a 32.8 acres tract (Tract 2) and a 29.885 acres tract (Tract 3), all described in Volume 4257, Page 1101, Document No. 99-0004597 of the Deed Records of Denton County, Texas; also being all of a certain 6.874 acres tract described in Volume 4574, Page 1528, Document No. 00-000036697 and all of a certain 57.6071 acres tract described in Volume 4483, Page 133, Document No. 99-000123273, both in the Deed Records of Denton County, Texas; and being further described by metes and bounds as follows

BEGINNING at a set "PK" nail in Blackjack Road (paved) and in the southeast right of way line of U.S. Highway No. 377 and in the recognized north line of said Francisco Trevino Survey and at the northwest corner of said 32.8 acres tract for the most northerly northwest and beginning corner of this tract. Whence the recognized southwest corner of the Thomas Chambers Survey, Abstract No. 223 bears South 87°12'41" East 60.40 feet.

THENCE South 87°12'41" East at 60.40 feet pass a "PK" nail at the southwest corner of a certain 6.164 acres tract (Tract 5) described in said Volume 4257, Page 1101 and in all 1160.06 feet along said Blackjack Road to a found "PK" nail at the southeast corner of said 6.164 acres tract for a corner of this tract.

THENCE South 88°09'42" East 505.03 feet to a set "PK" nail in said Blackjack Road for a corner of this tract.

THENCE South 89°21'04" East 1356.90 feet to a set "PK" nail in said Blackjack Road for the northeast corner of this tract.

THENCE South 01°40'27" West at 20.69 feet pass a 4" steel post in the south line of said Blackjack Road and in all 2322.77 feet to a set capped ½" iron rod for the most easterly southeast corner of this tract.

THENCE South 89°35'01" West at 250.28 feet pass a found capped ½" iron rod at the northeast corner of a certain 27.104 acres tract described in Document No. 96-000070599 and in all 1539.46 feet to a found ½" iron pipe at the northwest corner of a certain 27.600 acres tract described in Document No. 96-000070600 for an ell corner of this tract.

THENCE South 00°10'39" East 956.88 feet to a set capped ½" iron rod in the west line of said 27.600 acres tract for a corner of this tract.

THENCE South 00°56'07" West 1132.15 feet to a set capped ½" iron rod in the north right of way line of F.M. Highway No. 428 and at the southwest corner of said 27.600 acres tract for the most southerly southeast corner of this tract.

THENCE along the north right of way line of said F.M. Highway No. 428 the following courses and distances:

- South 71°34'50" West 144.40 feet to a set capped ½" iron rod;
- Westerly along the arc of a 07 deg. 21 min. 35 sec. non-tangent curve to the right having a radius of 778.51 feet, a central angle of 18 deg. 46 min. 14 sec., a chord of South 82°46'29" West 253.91 feet and an arc length of 255.05 feet to a set capped ½" iron rod;
- South 88°45'46" West 378.48 feet to a set capped ½" iron rod;
- South 89°36'06" West 1349.02 feet to a set capped ½" iron rod;
- And South 89°52'21" West 1364.91 feet to a set capped ½" iron rod in the southeast right of way line of said U.S. Highway No. 377 for the most southerly southwest corner of this tract;

THENCE North 32°23'53" West 213.57 feet along the southeast right of way line of said U.S. Highway 377 to a wood right of way marker for the most westerly southwest corner of this tract.

THENCE North 25°19'53" East 4804.08 feet along the southeast right of way line of said U.S. Highway No. 377 to a set capped ½" iron rod for the most westerly northwest corner of this tract.

THENCE North 59°03'36" East at 101.21 feet pass a set ½" iron rod and in all 166.34 feet to the POINT OF BEGINNING and containing 357.445 acres of land, more or less.

LEGAL DESCRIPTION

HIGH POINTE RANCH MUNICIPAL UTILITY DISTRICT NO. 1 – TRACT 2

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

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

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

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

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

THENCE South 89°23'35" East, along the northerly line of said 61.667 acre tract, the southerly line of said 37.115 acre tract, the southerly line of a called 20.236 acre tract of land described in a deed to Gary Conway and Debbie Conway, as recorded in Instrument No. 2019-158825 of the Official Records of Denton County, Texas, and the southerly line of said Tract I, a distance of 1141.49 feet to the POINT OF BEGINNING and containing 61.611 acres (2,683,778 square feet) of land, more or less.

LEGAL DESCRIPTION

HIGH POINTE RANCH MUNICIPAL UTILITY DISTRICT NO. 1 – TRACT 3

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

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

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

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

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

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

THENCE South 89°33'30" West, along the southerly line of said 41.640 acre tract, the northerly line of said 16.597 acre tract, the northerly line of a called 6.703 acre tract of land described in a deed to Phillip John Anton and wife, Karen Marie Anton, as recorded in Instrument No. 2005-92268 of the Official Records of Denton County, Texas, and the northerly line of a called 94.58 acre tract of land described in a deed to Robert J. Houlihan, Trustee of the Jacqueline A. Houlihan Family Trust, as recorded in Instrument No. 2015-75670 of the Official Records of Denton County, Texas, a distance of 1209.41 feet

to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southwest corner of said 41.640 acre tract, common to the southeast corner of aforesaid 61.667 acre tract;

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

EXHIBIT C
**PROJECTED ABSORPTION, INCREMENTAL ASSESSED VALUES AND
INCREMENTAL REAL PROPERTY TAXES**

***Tax Increment Reinvestment Zone, No. Three
City of Aubrey, Texas***

Exhibit C-1.1: Projected Absorption - Residential¹

Development Year Ending	Assessed As Of ²	Lot Type 1		Lot Type 2		Total Residential	
		Units	Cumulative	Units	Cumulative	Units	Cumulative
31-Dec-22	1-Jan-23	0	0	0	0	0	0
31-Dec-23	1-Jan-24	0	0	0	0	0	0
31-Dec-24	1-Jan-25	0	0	0	0	0	0
31-Dec-25	1-Jan-26	12	12	96	96	108	108
31-Dec-26	1-Jan-27	73	85	290	386	363	471
31-Dec-27	1-Jan-28	199	284	214	600	413	884
31-Dec-28	1-Jan-29	392	676	0	600	392	1,276
31-Dec-29	1-Jan-30	126	802	0	600	126	1,402
31-Dec-30	1-Jan-31	48	850	0	600	48	1,450
31-Dec-31	1-Jan-32	0	850	0	600	0	1,450
31-Dec-32	1-Jan-33	0	850	0	600	0	1,450
31-Dec-33	1-Jan-34	0	850	0	600	0	1,450
31-Dec-34	1-Jan-35	0	850	0	600	0	1,450
31-Dec-35	1-Jan-36	0	850	0	600	0	1,450
31-Dec-36	1-Jan-37	0	850	0	600	0	1,450
31-Dec-37	1-Jan-38	0	850	0	600	0	1,450
31-Dec-38	1-Jan-39	0	850	0	600	0	1,450
31-Dec-39	1-Jan-40	0	850	0	600	0	1,450
31-Dec-40	1-Jan-41	0	850	0	600	0	1,450
31-Dec-41	1-Jan-42	0	850	0	600	0	1,450
31-Dec-42	1-Jan-43	0	850	0	600	0	1,450
31-Dec-43	1-Jan-44	0	850	0	600	0	1,450
31-Dec-44	1-Jan-45	0	850	0	600	0	1,450
31-Dec-45	1-Jan-46	0	850	0	600	0	1,450
31-Dec-46	1-Jan-47	0	850	0	600	0	1,450
31-Dec-47	1-Jan-48	0	850	0	600	0	1,450
31-Dec-48	1-Jan-49	0	850	0	600	0	1,450
31-Dec-49	1-Jan-50	0	850	0	600	0	1,450
31-Dec-50	1-Jan-51	0	850	0	600	0	1,450
31-Dec-51	1-Jan-52	0	850	0	600	0	1,450
Total		850		600		1,450	

MuniCap, Inc. ites/ALLSTAFF/TEXAS/texas/Aubrey/High Pointe/CONSULTING/TIRZ/[High Pointe TIRZ Projections 6.1.xlsx]Exhibit C-1.1

18-Jun-26

¹Provided by Developer.

²According to the Denton County Appraisal District property is assessed as of January 1 annually. During construction, the assessed value represents the portion of the building completed as of January 1. Assumes no assessed value during construction.

***Tax Increment Reinvestment Zone, No. Three
City of Aubrey, Texas***

Exhibit C-1.2: Projected Absorption - Commercial¹

Development Year	Assessed	Retail		Office		Total Commercial	
Ending	As Of ²	Units	Cumulative	Units	Cumulative	Units	Cumulative
31-Dec-22	1-Jan-23	0	0	0	0	0	0
31-Dec-23	1-Jan-24	0	0	0	0	0	0
31-Dec-24	1-Jan-25	0	0	0	0	0	0
31-Dec-25	1-Jan-26	0	0	0	0	0	0
31-Dec-26	1-Jan-27	0	0	0	0	0	0
31-Dec-27	1-Jan-28	30,000	30,000	30,000	30,000	60,000	60,000
31-Dec-28	1-Jan-29	30,000	60,000	30,000	60,000	60,000	120,000
31-Dec-29	1-Jan-30	25,000	85,000	30,000	90,000	55,000	175,000
31-Dec-30	1-Jan-31	0	85,000	30,000	120,000	30,000	205,000
31-Dec-31	1-Jan-32	0	85,000	30,000	150,000	30,000	235,000
31-Dec-32	1-Jan-33	0	85,000	30,000	180,000	30,000	265,000
31-Dec-33	1-Jan-34	0	85,000	20,000	200,000	20,000	285,000
31-Dec-34	1-Jan-35	0	85,000	0	200,000	0	285,000
31-Dec-35	1-Jan-36	0	85,000	0	200,000	0	285,000
31-Dec-36	1-Jan-37	0	85,000	0	200,000	0	285,000
31-Dec-37	1-Jan-38	0	85,000	0	200,000	0	285,000
31-Dec-38	1-Jan-39	0	85,000	0	200,000	0	285,000
31-Dec-39	1-Jan-40	0	85,000	0	200,000	0	285,000
31-Dec-40	1-Jan-41	0	85,000	0	200,000	0	285,000
31-Dec-41	1-Jan-42	0	85,000	0	200,000	0	285,000
31-Dec-42	1-Jan-43	0	85,000	0	200,000	0	285,000
31-Dec-43	1-Jan-44	0	85,000	0	200,000	0	285,000
31-Dec-44	1-Jan-45	0	85,000	0	200,000	0	285,000
31-Dec-45	1-Jan-46	0	85,000	0	200,000	0	285,000
31-Dec-46	1-Jan-47	0	85,000	0	200,000	0	285,000
31-Dec-47	1-Jan-48	0	85,000	0	200,000	0	285,000
31-Dec-48	1-Jan-49	0	85,000	0	200,000	0	285,000
31-Dec-49	1-Jan-50	0	85,000	0	200,000	0	285,000
31-Dec-50	1-Jan-51	0	85,000	0	200,000	0	285,000
31-Dec-51	1-Jan-52	0	85,000	0	200,000	0	285,000
Total		85,000		200,000		285,000	

MuniCap, Inc. epoint.com/sites/ALLSTAFF/TEXAS/texas/Aubrey/High Pointe/CONSULTING/TIRZ/[High Pointe TIRZ Proejctions 6.1.xlsx]Exhibit C-1.2

18-Jun-26

¹Provided by Developer.

²According to the Denton County Appraisal District property is assessed as of January 1 annually. During construction, the assessed value represents the portion of the building completed as of January 1. Assumes no assessed value during construction.

***Tax Increment Reinvestment Zone, No. Three
City of Aubrey, Texas***

Exhibit C-2.1: Projected Assessed Value - Residential

Assessed As Of	Tax Year Ending ¹	1.5% Inflation Factor ²	Lot Type 1			Lot Type 2			Total Projected Assessed Value
			Units ³	Value Per Unit ⁴	Projected Assessed Value	Units ³	Value Per Unit ⁴	Projected Assessed Value	
1-Jan-23	31-Jan-24	100%	0	\$350,000	\$0	0	\$300,000	\$0	\$0
1-Jan-24	31-Jan-25	102%	0	\$355,250	\$0	0	\$304,500	\$0	\$0
1-Jan-25	31-Jan-26	103%	0	\$360,579	\$0	0	\$309,068	\$0	\$0
1-Jan-26	31-Jan-27	105%	12	\$365,987	\$4,391,849	96	\$313,704	\$30,115,537	\$34,507,386
1-Jan-27	31-Jan-28	106%	85	\$371,477	\$31,575,566	386	\$318,409	\$122,905,899	\$154,481,465
1-Jan-28	31-Jan-29	108%	284	\$377,049	\$107,082,030	600	\$323,185	\$193,911,121	\$300,993,151
1-Jan-29	31-Jan-30	109%	676	\$382,705	\$258,708,676	600	\$328,033	\$196,819,788	\$455,528,464
1-Jan-30	31-Jan-31	111%	802	\$388,446	\$311,533,467	600	\$332,953	\$199,772,084	\$511,305,551
1-Jan-31	31-Jan-32	113%	850	\$394,272	\$335,131,545	600	\$337,948	\$202,768,666	\$537,900,210
1-Jan-32	31-Jan-33	114%	850	\$400,186	\$340,158,518	600	\$343,017	\$205,810,196	\$545,968,713
1-Jan-33	31-Jan-34	116%	850	\$406,189	\$345,260,895	600	\$348,162	\$208,897,349	\$554,158,244
1-Jan-34	31-Jan-35	118%	850	\$412,282	\$350,439,809	600	\$353,385	\$212,030,809	\$562,470,618
1-Jan-35	31-Jan-36	120%	850	\$418,466	\$355,696,406	600	\$358,685	\$215,211,271	\$570,907,677
1-Jan-36	31-Jan-37	121%	850	\$424,743	\$361,031,852	600	\$364,066	\$218,439,440	\$579,471,292
1-Jan-37	31-Jan-38	123%	850	\$431,115	\$366,447,330	600	\$369,527	\$221,716,032	\$588,163,361
1-Jan-38	31-Jan-39	125%	850	\$437,581	\$371,944,040	600	\$375,070	\$225,041,772	\$596,985,812
1-Jan-39	31-Jan-40	127%	850	\$444,145	\$377,523,200	600	\$380,696	\$228,417,399	\$605,940,599
1-Jan-40	31-Jan-41	129%	850	\$450,807	\$383,186,048	600	\$386,406	\$231,843,660	\$615,029,708
1-Jan-41	31-Jan-42	131%	850	\$457,569	\$388,933,839	600	\$392,202	\$235,321,314	\$624,255,154
1-Jan-42	31-Jan-43	133%	850	\$464,433	\$394,767,847	600	\$398,085	\$238,851,134	\$633,618,981
1-Jan-43	31-Jan-44	135%	850	\$471,399	\$400,689,364	600	\$404,057	\$242,433,901	\$643,123,266
1-Jan-44	31-Jan-45	137%	850	\$478,470	\$406,699,705	600	\$410,117	\$246,070,410	\$652,770,115
1-Jan-45	31-Jan-46	139%	850	\$485,647	\$412,800,200	600	\$416,269	\$249,761,466	\$662,561,666
1-Jan-46	31-Jan-47	141%	850	\$492,932	\$418,992,203	600	\$422,513	\$253,507,888	\$672,500,091
1-Jan-47	31-Jan-48	143%	850	\$500,326	\$425,277,087	600	\$428,851	\$257,310,506	\$682,587,593
1-Jan-48	31-Jan-49	145%	850	\$507,831	\$431,656,243	600	\$435,284	\$261,170,164	\$692,826,407
1-Jan-49	31-Jan-50	147%	850	\$515,448	\$438,131,086	600	\$441,813	\$265,087,716	\$703,218,803
1-Jan-50	31-Jan-51	149%	850	\$523,180	\$444,703,053	600	\$448,440	\$269,064,032	\$713,767,085
1-Jan-51	31-Jan-52	152%	850	\$531,028	\$451,373,599	600	\$455,167	\$273,099,992	\$724,473,591
1-Jan-52	31-Jan-53	154%	850	\$538,993	\$458,144,203	600	\$461,994	\$277,196,492	\$735,340,695

MuniCap, [https://municap.sharepoint.com/sites/ALLSTAFF/TEXAS/texas/Aubrey/High Pointe/CONSULTING/TIRZ/\[High Pointe TIRZ Projections 6.1.xlsx\]Exhibit C-2.1](https://municap.sharepoint.com/sites/ALLSTAFF/TEXAS/texas/Aubrey/High%20Pointe/CONSULTING/TIRZ/[High%20Pointe%20TIRZ%20Projections%206.1.xlsx]Exhibit%20C-2.1)
18-Jun-26

¹According to the Denton County Appraisal District, real property taxes are due without penalty as of January 31st in the year following the year in which property is assessed.

²Assumes an annual inflation factor of 1.5% based on a 4 year CAGR of homes in the surrounding area.

³See Exhibit C-1.1.

⁴Provided by the Developer.

***Tax Increment Reinvestment Zone, No. Three
City of Aubrey, Texas***

Exhibit C-2.2: Projected Assessed Value - Commercial

Assessed As Of	Tax Year Ending ¹	1.5% Inflation Factor ²	Retail			Office			Total Projected Assessed Value
			Value Per GSF ³	Projected GSF ⁴	Assessed Value	Value Per GSF ³	Projected GSF ⁴	Assessed Value	
1-Jan-23	31-Jan-24	100%	0	\$225	\$0	0	\$189	\$0	\$0
1-Jan-24	31-Jan-25	102%	0	\$228	\$0	0	\$192	\$0	\$0
1-Jan-25	31-Jan-26	103%	0	\$232	\$0	0	\$195	\$0	\$0
1-Jan-26	31-Jan-27	105%	0	\$235	\$0	0	\$198	\$0	\$0
1-Jan-27	31-Jan-28	106%	0	\$239	\$0	0	\$201	\$0	\$0
1-Jan-28	31-Jan-29	108%	30,000	\$242	\$7,271,667	30,000	\$204	\$6,108,200	\$13,379,867
1-Jan-29	31-Jan-30	109%	60,000	\$246	\$14,761,484	60,000	\$207	\$12,399,647	\$27,161,131
1-Jan-30	31-Jan-31	111%	85,000	\$250	\$21,225,784	90,000	\$210	\$18,878,462	\$40,104,246
1-Jan-31	31-Jan-32	113%	85,000	\$253	\$21,544,171	120,000	\$213	\$25,548,852	\$47,093,023
1-Jan-32	31-Jan-33	114%	85,000	\$257	\$21,867,333	150,000	\$216	\$32,415,106	\$54,282,439
1-Jan-33	31-Jan-34	116%	85,000	\$261	\$22,195,343	180,000	\$219	\$39,481,599	\$61,676,942
1-Jan-34	31-Jan-35	118%	85,000	\$265	\$22,528,273	200,000	\$223	\$44,526,470	\$67,054,743
1-Jan-35	31-Jan-36	120%	85,000	\$269	\$22,866,198	200,000	\$226	\$45,194,367	\$68,060,564
1-Jan-36	31-Jan-37	121%	85,000	\$273	\$23,209,190	200,000	\$229	\$45,872,282	\$69,081,473
1-Jan-37	31-Jan-38	123%	85,000	\$277	\$23,557,328	200,000	\$233	\$46,560,367	\$70,117,695
1-Jan-38	31-Jan-39	125%	85,000	\$281	\$23,910,688	200,000	\$236	\$47,258,772	\$71,169,460
1-Jan-39	31-Jan-40	127%	85,000	\$286	\$24,269,349	200,000	\$240	\$47,967,654	\$72,237,002
1-Jan-40	31-Jan-41	129%	85,000	\$290	\$24,633,389	200,000	\$243	\$48,687,169	\$73,320,557
1-Jan-41	31-Jan-42	131%	85,000	\$294	\$25,002,890	200,000	\$247	\$49,417,476	\$74,420,366
1-Jan-42	31-Jan-43	133%	85,000	\$299	\$25,377,933	200,000	\$251	\$50,158,738	\$75,536,671
1-Jan-43	31-Jan-44	135%	85,000	\$303	\$25,758,602	200,000	\$255	\$50,911,119	\$76,669,721
1-Jan-44	31-Jan-45	137%	85,000	\$308	\$26,144,981	200,000	\$258	\$51,674,786	\$77,819,767
1-Jan-45	31-Jan-46	139%	85,000	\$312	\$26,537,156	200,000	\$262	\$52,449,908	\$78,987,064
1-Jan-46	31-Jan-47	141%	85,000	\$317	\$26,935,213	200,000	\$266	\$53,236,656	\$80,171,870
1-Jan-47	31-Jan-48	143%	85,000	\$322	\$27,339,241	200,000	\$270	\$54,035,206	\$81,374,448
1-Jan-48	31-Jan-49	145%	85,000	\$326	\$27,749,330	200,000	\$274	\$54,845,734	\$82,595,064
1-Jan-49	31-Jan-50	147%	85,000	\$331	\$28,165,570	200,000	\$278	\$55,668,420	\$83,833,990
1-Jan-50	31-Jan-51	149%	85,000	\$336	\$28,588,053	200,000	\$283	\$56,503,447	\$85,091,500
1-Jan-51	31-Jan-52	152%	85,000	\$341	\$29,016,874	200,000	\$287	\$57,350,998	\$86,367,873
1-Jan-52	31-Jan-53	154%	85,000	\$346	\$29,452,127	200,000	\$291	\$58,211,263	\$87,663,391

MuniCap, [https://municap.sharepoint.com/sites/ALLSTAFF/TEXAS/texas/Aubrey/High Pointe/CONSULTING/TIRZ/\[High Pointe TIRZ Projections 6.1.xlsx\]Exhibit C-2.2](https://municap.sharepoint.com/sites/ALLSTAFF/TEXAS/texas/Aubrey/High%20Pointe/CONSULTING/TIRZ/[High%20Pointe%20TIRZ%20Projections%206.1.xlsx]Exhibit%20C-2.2)
18-Jun-26

¹According to the Denton County Appraisal District, real property taxes are due without penalty as of January 31st in the year following the year in which property is assessed.

²Assumes an annual inflation factor of 1.5% based on a 4 year CAGR of homes in the surrounding area.

³See Exhibit C-1.2.

⁴Provided by the Developer.

***Tax Increment Reinvestment Zone, No. Three
City of Aubrey, Texas***

Exhibit C-2.3: Projected Assessed Value - Total

Assessed As Of	Tax Year Ending ¹	1.5% Inflation Factor ²	Residential Projected Assessed Value ¹	Commercial Projected Assessed Value ²	Total Projected Assessed Value
1-Jan-23	31-Jan-24	100%	\$0	\$0	\$0
1-Jan-24	31-Jan-25	102%	\$0	\$0	\$0
1-Jan-25	31-Jan-26	103%	\$0	\$0	\$0
1-Jan-26	31-Jan-27	105%	\$34,507,386	\$0	\$34,507,386
1-Jan-27	31-Jan-28	106%	\$154,481,465	\$0	\$154,481,465
1-Jan-28	31-Jan-29	108%	\$300,993,151	\$13,379,867	\$314,373,018
1-Jan-29	31-Jan-30	109%	\$455,528,464	\$27,161,131	\$482,689,594
1-Jan-30	31-Jan-31	111%	\$511,305,551	\$40,104,246	\$551,409,797
1-Jan-31	31-Jan-32	113%	\$537,900,210	\$47,093,023	\$584,993,233
1-Jan-32	31-Jan-33	114%	\$545,968,713	\$54,282,439	\$600,251,152
1-Jan-33	31-Jan-34	116%	\$554,158,244	\$61,676,942	\$615,835,186
1-Jan-34	31-Jan-35	118%	\$562,470,618	\$67,054,743	\$629,525,361
1-Jan-35	31-Jan-36	120%	\$570,907,677	\$68,060,564	\$638,968,241
1-Jan-36	31-Jan-37	121%	\$579,471,292	\$69,081,473	\$648,552,765
1-Jan-37	31-Jan-38	123%	\$588,163,361	\$70,117,695	\$658,281,056
1-Jan-38	31-Jan-39	125%	\$596,985,812	\$71,169,460	\$668,155,272
1-Jan-39	31-Jan-40	127%	\$605,940,599	\$72,237,002	\$678,177,601
1-Jan-40	31-Jan-41	129%	\$615,029,708	\$73,320,557	\$688,350,265
1-Jan-41	31-Jan-42	131%	\$624,255,154	\$74,420,366	\$698,675,519
1-Jan-42	31-Jan-43	133%	\$633,618,981	\$75,536,671	\$709,155,652
1-Jan-43	31-Jan-44	135%	\$643,123,266	\$76,669,721	\$719,792,987
1-Jan-44	31-Jan-45	137%	\$652,770,115	\$77,819,767	\$730,589,882
1-Jan-45	31-Jan-46	139%	\$662,561,666	\$78,987,064	\$741,548,730
1-Jan-46	31-Jan-47	141%	\$672,500,091	\$80,171,870	\$752,671,961
1-Jan-47	31-Jan-48	143%	\$682,587,593	\$81,374,448	\$763,962,040
1-Jan-48	31-Jan-49	145%	\$692,826,407	\$82,595,064	\$775,421,471
1-Jan-49	31-Jan-50	147%	\$703,218,803	\$83,833,990	\$787,052,793
1-Jan-50	31-Jan-51	149%	\$713,767,085	\$85,091,500	\$798,858,585
1-Jan-51	31-Jan-52	152%	\$724,473,591	\$86,367,873	\$810,841,464
1-Jan-52	31-Jan-53	154%	\$735,340,695	\$87,663,391	\$823,004,086

*MuniCap, Inexas/Aubrey/High Pointe/CONSULTING/TIRZ/[High Pointe TIRZ Projections 6.1.xlsx]Exhibit C-2.3
18-Jun-26*

¹See Exhibit C-2.1.

²See Exhibit C-2.2.

***Tax Increment Reinvestment Zone, No. Three
City of Aubrey, Texas***

Exhibit C-3: Projected Incremental Real Property Taxes Available for Debt Service - City of Aubrey

Tax Year	Inflation	Total Projected		Estimated	City of	Total	Percent	Total Available
Ending	Factor ¹	Assessed Value ^{2,3}	Base Value	Incremental Value	Aubrey Property Tax Rate (Per \$100 A.V.) ⁴	Incremental Tax Revenues	Available for Debt Service ⁵	Incremental Tax Revenues
31-Jan-23	100%	\$334,784	(\$334,784)	\$0	\$0.525000	\$0	38%	\$0
31-Jan-24	100%	\$8,057,268	(\$334,784)	\$7,722,484	\$0.464928	\$35,904	38%	\$13,644
31-Jan-25	100%	\$34,840,216	(\$334,784)	\$34,505,432	\$0.464000	\$160,105	38%	\$60,840
31-Jan-26	100%	\$39,607,237	(\$334,784)	\$39,272,453	\$0.464000	\$182,224	38%	\$69,245
31-Jan-27	100%	\$115,567,140	(\$334,784)	\$115,232,356	\$0.450000	\$518,546	38%	\$197,047
31-Jan-28	106%	\$154,481,465	(\$334,784)	\$154,146,681	\$0.450000	\$693,660	38%	\$263,591
31-Jan-29	108%	\$314,373,018	(\$334,784)	\$314,038,234	\$0.450000	\$1,413,172	38%	\$537,005
31-Jan-30	109%	\$482,689,594	(\$334,784)	\$482,354,810	\$0.450000	\$2,170,597	38%	\$824,827
31-Jan-31	111%	\$551,409,797	(\$334,784)	\$551,075,013	\$0.450000	\$2,479,838	38%	\$942,338
31-Jan-32	113%	\$584,993,233	(\$334,784)	\$584,658,449	\$0.450000	\$2,630,963	38%	\$999,766
31-Jan-33	114%	\$600,251,152	(\$334,784)	\$599,916,368	\$0.450000	\$2,699,624	38%	\$1,025,857
31-Jan-34	116%	\$615,835,186	(\$334,784)	\$615,500,402	\$0.450000	\$2,769,752	38%	\$1,052,506
31-Jan-35	118%	\$629,525,361	(\$334,784)	\$629,190,577	\$0.450000	\$2,831,358	38%	\$1,075,916
31-Jan-36	120%	\$638,968,241	(\$334,784)	\$638,633,457	\$0.450000	\$2,873,851	38%	\$1,092,063
31-Jan-37	121%	\$648,552,765	(\$334,784)	\$648,217,981	\$0.450000	\$2,916,981	38%	\$1,108,453
31-Jan-38	123%	\$658,281,056	(\$334,784)	\$657,946,272	\$0.450000	\$2,960,758	38%	\$1,125,088
31-Jan-39	125%	\$668,155,272	(\$334,784)	\$667,820,488	\$0.450000	\$3,005,192	38%	\$1,141,973
31-Jan-40	127%	\$678,177,601	(\$334,784)	\$677,842,817	\$0.450000	\$3,050,293	38%	\$1,159,111
31-Jan-41	129%	\$688,350,265	(\$334,784)	\$688,015,481	\$0.450000	\$3,096,070	38%	\$1,176,506
31-Jan-42	131%	\$698,675,519	(\$334,784)	\$698,340,735	\$0.450000	\$3,142,533	38%	\$1,194,163
31-Jan-43	133%	\$709,155,652	(\$334,784)	\$708,820,868	\$0.450000	\$3,189,694	38%	\$1,212,084
31-Jan-44	135%	\$719,792,987	(\$334,784)	\$719,458,203	\$0.450000	\$3,237,562	38%	\$1,230,274
31-Jan-45	137%	\$730,589,882	(\$334,784)	\$730,255,098	\$0.450000	\$3,286,148	38%	\$1,248,736
31-Jan-46	139%	\$741,548,730	(\$334,784)	\$741,213,946	\$0.450000	\$3,335,463	38%	\$1,267,476
31-Jan-47	141%	\$752,671,961	(\$334,784)	\$752,337,177	\$0.450000	\$3,385,517	38%	\$1,286,497
31-Jan-48	143%	\$763,962,040	(\$334,784)	\$763,627,256	\$0.450000	\$3,436,323	38%	\$1,305,803
31-Jan-49	145%	\$775,421,471	(\$334,784)	\$775,086,687	\$0.450000	\$3,487,890	38%	\$1,325,398
31-Jan-50	147%	\$787,052,793	(\$334,784)	\$786,718,009	\$0.450000	\$3,540,231	38%	\$1,345,288
31-Jan-51	149%	\$798,858,585	(\$334,784)	\$798,523,801	\$0.450000	\$3,593,357	38%	\$1,365,476
31-Jan-52	152%	\$810,841,464	(\$334,784)	\$810,506,680	\$0.450000	\$3,647,280	38%	\$1,385,966
31-Jan-53	154%	\$823,004,086	(\$334,784)	\$822,669,302	\$0.450000	\$3,702,012	38%	\$1,406,765
Total						\$77,472,896		\$29,439,700

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[https://municap.sharepoint.com/sites/ALLSTAFF/TEXAS/texas/Aubrey/High Pointe/CONSULTING/TIRZ/\[High Pointe TIRZ Projections 6.1.xlsx\]Exhibit C-3](https://municap.sharepoint.com/sites/ALLSTAFF/TEXAS/texas/Aubrey/High%20Pointe/CONSULTING/TIRZ/[High%20Pointe%20TIRZ%20Projections%206.1.xlsx]Exhibit%20C-3)
18-Jun-26

¹ Assumes an annual inflation factor of 1.5% based on a 4 year CAGR of homes in the surrounding area.

² Years 2022-2025 are based on actual taxable values as reported by the Denton County Tax Assessor. Year 2026 is based on preliminary taxable values as reported by the Denton County Appraisal District.

³ See Exhibit C-2.3.

⁴ Represents the City of Aubrey real property tax rate for tax year 2026. Source: Denton County Tax Assessor-Collector.

⁵ Assumes 38% of incremental tax revenues are available for the repayment of debt service.

***Tax Increment Reinvestment Zone, No. Three
City of Aubrey, Texas***

Exhibit C-4: Projected Incremental Real Property Taxes Available to the City - City of Aubrey

Tax Year Ending	Inflation Factor ¹	Total Projected Assessed Value ^{2,3}	Base Value	Estimated Incremental Value	City of Aubrey Property Tax Rate (Per \$100 A.V.) ⁴	Total Incremental Tax Revenues	Percent Available to City ⁵	Total Available Incremental Tax Revenues
31-Jan-23	100%	\$334,784	(\$334,784)	\$0	\$0.525000	\$0	62%	\$0
31-Jan-24	100%	\$8,057,268	(\$334,784)	\$7,722,484	\$0.464928	\$35,904	62%	\$22,260
31-Jan-25	100%	\$34,840,216	(\$334,784)	\$34,505,432	\$0.464000	\$160,105	62%	\$99,265
31-Jan-26	100%	\$39,607,237	(\$334,784)	\$39,272,453	\$0.464000	\$182,224	62%	\$112,979
31-Jan-27	100%	\$115,567,140	(\$334,784)	\$115,232,356	\$0.450000	\$518,546	62%	\$321,498
31-Jan-28	106%	\$154,481,465	(\$334,784)	\$154,146,681	\$0.450000	\$693,660	62%	\$430,069
31-Jan-29	108%	\$314,373,018	(\$334,784)	\$314,038,234	\$0.450000	\$1,413,172	62%	\$876,167
31-Jan-30	109%	\$482,689,594	(\$334,784)	\$482,354,810	\$0.450000	\$2,170,597	62%	\$1,345,770
31-Jan-31	111%	\$551,409,797	(\$334,784)	\$551,075,013	\$0.450000	\$2,479,838	62%	\$1,537,499
31-Jan-32	113%	\$584,993,233	(\$334,784)	\$584,658,449	\$0.450000	\$2,630,963	62%	\$1,631,197
31-Jan-33	114%	\$600,251,152	(\$334,784)	\$599,916,368	\$0.450000	\$2,699,624	62%	\$1,673,767
31-Jan-34	116%	\$615,835,186	(\$334,784)	\$615,500,402	\$0.450000	\$2,769,752	62%	\$1,717,246
31-Jan-35	118%	\$629,525,361	(\$334,784)	\$629,190,577	\$0.450000	\$2,831,358	62%	\$1,755,442
31-Jan-36	120%	\$638,968,241	(\$334,784)	\$638,633,457	\$0.450000	\$2,873,851	62%	\$1,781,787
31-Jan-37	121%	\$648,552,765	(\$334,784)	\$648,217,981	\$0.450000	\$2,916,981	62%	\$1,808,528
31-Jan-38	123%	\$658,281,056	(\$334,784)	\$657,946,272	\$0.450000	\$2,960,758	62%	\$1,835,670
31-Jan-39	125%	\$668,155,272	(\$334,784)	\$667,820,488	\$0.450000	\$3,005,192	62%	\$1,863,219
31-Jan-40	127%	\$678,177,601	(\$334,784)	\$677,842,817	\$0.450000	\$3,050,293	62%	\$1,891,181
31-Jan-41	129%	\$688,350,265	(\$334,784)	\$688,015,481	\$0.450000	\$3,096,070	62%	\$1,919,563
31-Jan-42	131%	\$698,675,519	(\$334,784)	\$698,340,735	\$0.450000	\$3,142,533	62%	\$1,948,371
31-Jan-43	133%	\$709,155,652	(\$334,784)	\$708,820,868	\$0.450000	\$3,189,694	62%	\$1,977,610
31-Jan-44	135%	\$719,792,987	(\$334,784)	\$719,458,203	\$0.450000	\$3,237,562	62%	\$2,007,288
31-Jan-45	137%	\$730,589,882	(\$334,784)	\$730,255,098	\$0.450000	\$3,286,148	62%	\$2,037,412
31-Jan-46	139%	\$741,548,730	(\$334,784)	\$741,213,946	\$0.450000	\$3,335,463	62%	\$2,067,987
31-Jan-47	141%	\$752,671,961	(\$334,784)	\$752,337,177	\$0.450000	\$3,385,517	62%	\$2,099,021
31-Jan-48	143%	\$763,962,040	(\$334,784)	\$763,627,256	\$0.450000	\$3,436,323	62%	\$2,130,520
31-Jan-49	145%	\$775,421,471	(\$334,784)	\$775,086,687	\$0.450000	\$3,487,890	62%	\$2,162,492
31-Jan-50	147%	\$787,052,793	(\$334,784)	\$786,718,009	\$0.450000	\$3,540,231	62%	\$2,194,943
31-Jan-51	149%	\$798,858,585	(\$334,784)	\$798,523,801	\$0.450000	\$3,593,357	62%	\$2,227,881
31-Jan-52	152%	\$810,841,464	(\$334,784)	\$810,506,680	\$0.450000	\$3,647,280	62%	\$2,261,314
31-Jan-53	154%	\$823,004,086	(\$334,784)	\$822,669,302	\$0.450000	\$3,702,012	62%	\$2,295,247
Total						\$77,472,896		\$48,033,195

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18-Jun-26

¹ Assumes an annual inflation factor of 1.5% based on a 4 year CAGR of homes in the surrounding area.

² Years 2022-2025 are based on actual taxable values as reported by the Denton County Tax Assessor. Year 2026 is based on preliminary taxable values as reported by the Denton County Appraisal District.

³ See Exhibit C-2.3.

⁴ Represents the City of Aubrey real property tax rate for tax year 2026. Source: Denton County Tax Assessor-Collector.

⁵ Assumes 62% of incremental tax revenues are available to the City.

EXHIBIT D
MAP AND DESCRIPTION OF THE PROPOSED USES OF THE PROPERTY
(CURRENT CONCEPT PLAN)

EXHIBIT E
LIST OF PARCELS IN THE ZONE AND CURRENT APPRAISED VALUE OF THE
ZONE (BASE YEAR)

**Tax Reinvestment Zone Number Three
High Point
Base Year Market Value vs Taxable Value
2022**

Property ID¹	Acreage	Owner	Market Value^{2,3}	Taxable Value^{2,4}
51952	32.8	Aubrey BlackJack Partners LLC	\$2,195,541	\$327,513
51960	1.33	FM Land Investors LLC	\$46,631	\$0
51976	51.433	FM Land Investors LLC	\$1,971,632	\$0
51979	3.269	FM Land Investors LLC	\$114,528	\$0
51982	41.64	FM Land Investors LLC	\$2,029,072	\$0
51988	5	FM Land Investors LLC	\$1,134,671	\$0
52118	6.84	Aubrey BlackJack Partners LLC	\$821,504	\$0
52119	29.885	Aubrey BlackJack Partners LLC	\$1,757,417	\$0
52121	171.66	Aubrey BlackJack Partners LLC	\$11,671,163	\$0
52141	57.6071	Aubrey BlackJack Partners LLC	\$3,387,643	\$3,629
52137	57.813	Aubrey BlackJack Partners LLC	\$3,399,751	\$3,642
Total	459.28		\$28,529,553	\$334,784

¹The tax parcels shown above, comprise the Tax Increment Reinvestment Zone.

²Base value is based on the certified 2022 values.

³According to the Denton County Appraisal District records.

⁴According to the Denton County Tax Assessor Collector records.

EXHIBIT F
PROJECT COSTS

***Tax Increment Reinvestment Zone, No. Three
City of Aubrey, Texas***

Exhibit F: Project Costs

	Total
Hard Costs	
Water Improvements	\$8,439,898
Sanitary Sewer Improvements	\$13,936,263
Roadway Improvements	
Collector Road	\$4,100,000
Hwy 377 at Commercial	\$411,125
Hwy 377 at Residential	\$316,250
<i>Sub-total Roadway Improvements</i>	<i>\$4,827,375</i>
<i>Sub-total Hard Costs</i>	<i>\$27,203,536</i>
Oversizing	
Oversizing	\$725,778
<i>Sub-total Oversizing</i>	<i>\$725,778</i>
TIRZ Administration Costs	
TIRZ Administration Costs	\$750,000
<i>Sub-total TIRZ Administration Costs</i>	<i>\$750,000</i>
Miscellaneous Costs	
Additional projects, Developer Interest, Economic Development Grants	\$18,148,453
<i>Sub-total Developer Grants</i>	<i>\$18,148,453</i>
Less: Impact Fee Reimbursements	(\$10,827,767)
Total project costs financed	\$36,000,000

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jections 6.1.xlsx/Exhibit F
18-Jun-26

Notes

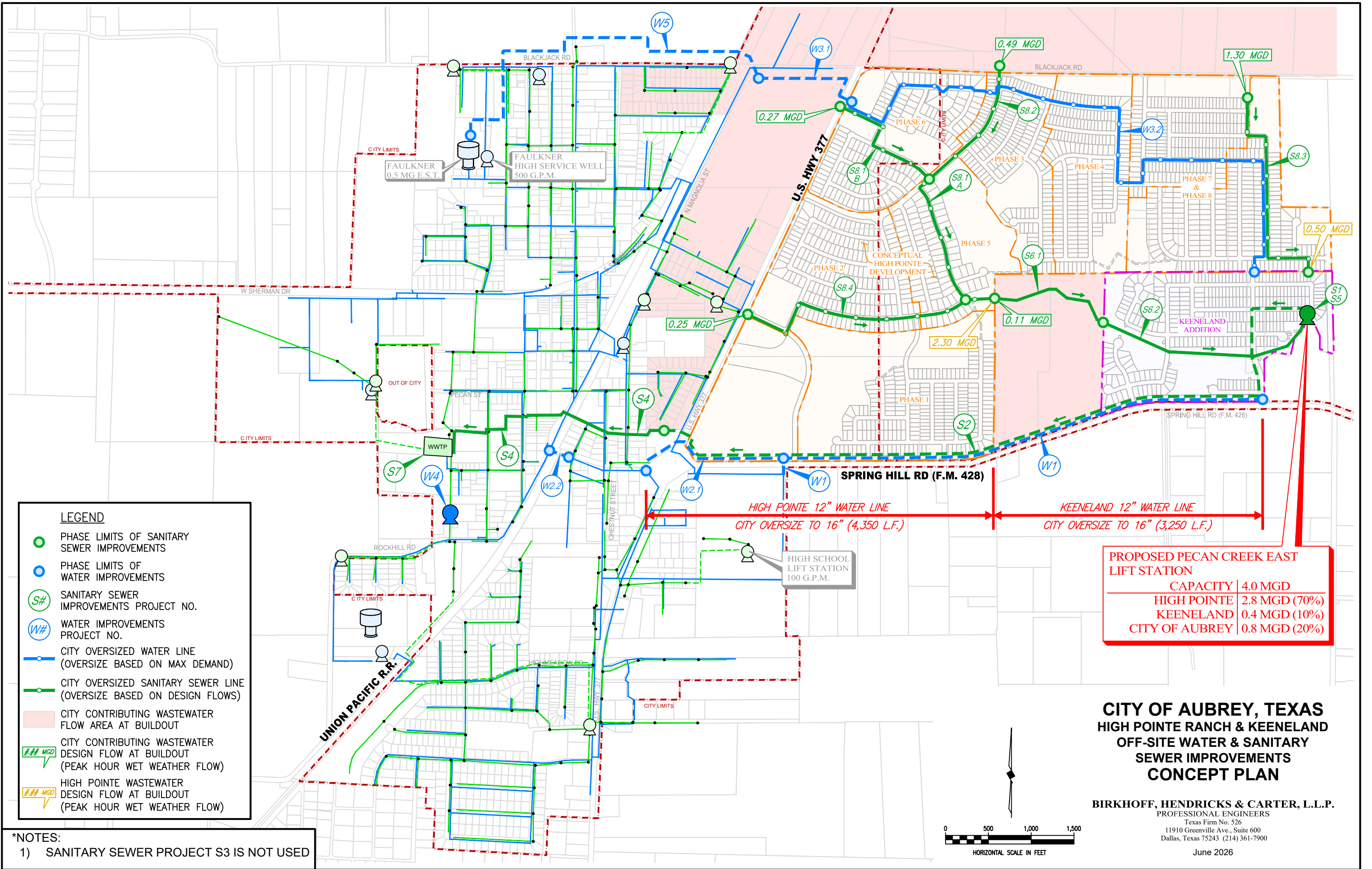
Economic Development Grants. Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Texas Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Municipal Services. Sec. 311.010 (i) of the Texas Tax Code notes the authority of the TIRZ Board of Directors to contract with the municipality that created the zone to allocate from the tax increment fund for the zone an amount equal to the tax increment produced by the municipality and paid into the tax increment fund for the Zone to pay the incremental costs of providing municipal services incurred as a result of the creation of the Zone or the development or redevelopment of the land in the Zone, regardless of whether the costs of those services are identified in the Project Plan or Financing Plan for the Zone.

Project Costs identified in this Plan are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ Project Costs and Economic Development Grants will be evaluated on a case-by-case basis consistent with Chapter 311, including without limitation Section 311.002, and brought forward to the TIRZ Board and City Council for consideration.

EXHIBIT G
MAP OF PUBLIC IMPROVEMENTS

These plans and related specifications were prepared for construction of this specific project only. Reuse of these documents is not permitted without written authorization of Birkhoff, Hendricks & Carter, L.L.P.



PROPOSED PECAN CREEK EAST LIFT STATION	
CAPACITY	4.0 MGD
HIGH POINTE	2.8 MGD (70%)
KEENELAND	0.4 MGD (10%)
CITY OF AUBREY	0.8 MGD (20%)

CITY OF AUBREY, TEXAS
HIGH POINTE RANCH & KEENELAND
OFF-SITE WATER & SANITARY
SEWER IMPROVEMENTS
CONCEPT PLAN

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
Texas Firm No. 526
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900
June 2026

*NOTES:
1) SANITARY SEWER PROJECT S3 IS NOT USED

EXHIBIT H
ZONING ORDINANCE

Exhibit 14A

ZONING ORDINANCE

§ 1.	AUTHORITY.	§ 14.	MF - MULTIPLE-FAMILY RESIDENTIAL.
§ 2.	PURPOSE.		
§ 3.	ADMINISTRATION, ENFORCEMENT AND FEES.	§ 15.	GR - GENERAL RETAIL.
		§ 16.	SC - SHOPPING CENTER.
§ 4.	DEFINITIONS.	§ 17.	C - COMMERCIAL.
§ 5.	GENERAL PROVISIONS.	§ 18.	IND - INDUSTRIAL.
§ 6-A.	CONDITIONAL USE PERMITS.	§ 19.	MH - MOBILE HOME PARK.
§ 6-B.	SPECIFIC USE PERMITS.	§ 20.	PD - PLANNED DEVELOPMENT DISTRICT.
§ 7.	ANNEXED TERRITORY.	§ 21.	FP - FLOODPLAIN DISTRICT.
§ 8.	CLASSIFICATION OF NEW AND UNLISTED USES.	§ 22.	SCHEDULE OF DISTRICT REGULATIONS.
§ 9.	AG-R - AGRICULTURAL RESIDENTIAL DISTRICT.	§ 23.	SUPPLEMENTARY DISTRICT REGULATIONS.
§ 10.	SF1 - SINGLE-FAMILY RESIDENTIAL 1 ACRE LOT.	§ 24.	BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY.
§ 11.	SF10 - SINGLE-FAMILY RESIDENTIAL 10,000 SQUARE FOOT LOT.	§ 25.	PARKING SPACE REGULATIONS.
§ 12.	SF75 - SINGLE-FAMILY RESIDENTIAL 7,500 SQUARE FEET.	§ 26.	NONCONFORMING USES.
		§ 27.	SIGN REGULATIONS.
		§ 28.	AMENDMENTS.
§ 13.	SFAC - TWO-FAMILY RESIDENTIAL ATTACHED.	§ 29.	SEVERABILITY.

ORDINANCE NO. 135-87

CITY OF AUBREY, TEXAS

AN ORDINANCE OF THE CITY OF AUBREY, TEXAS, ADOPTING A COMPREHENSIVE ZONING PLAN AND ZONING MAP AND DIVIDING THE CITY INTO SEVERAL DISTRICTS; ESTABLISHING AND PROVIDING FOR ZONING REGULATIONS AND CREATING ZONING DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN; WITHIN SUCH DISTRICTS REGULATING HEIGHT, SIZE AND LOCATIONS OF BUILDINGS; ESTABLISHING DENSITY, OPEN SPACE, SCREENING AND MINIMUM OFF-STREET PARKING REQUIREMENTS; REGULATING THE ERECTION, REPAIR AND ALTERATION OF ALL BUILDINGS AND STRUCTURES; PROVIDING FOR CONDITIONAL USE PERMITS FOR CERTAIN USES; RECOGNIZING NONCONFORMING USES AND STRUCTURES AND PROVIDING RULES FOR THE REGULATION THEREOF; PROVIDING FOR CERTIFICATES OF OCCUPANCY AND COMPLIANCE; DEFINING CERTAIN TERMS; PROVIDING A METHOD OF

AMENDMENT; PROVIDING A PENALTY FOR VIOLATION OF SUCH ORDINANCE AND FOR INJUNCTIVE RELIEF TO PERSONS AFFECTED BY THE VIOLATION OF SAID ORDINANCE; PROVIDING A SAVING CLAUSE.

§ 1. AUTHORITY.

This Ordinance is prepared under the authority of Section 1, Article 1011a, Vernon's Civil Statutes of the State of Texas, to promote health, safety, and morals, and for the protection and preservation of places and areas of historical and cultural importance and significance, or the general welfare of the community, and the legislative body is empowered to regulate and restrict the height, number of stories and size of buildings and other structures, the percentage of lot that may be occupied, the size of the yards, courts and other open spaces, the density of population, and the location and use of buildings, structures, and land for trade, industry, residence or other purpose; and, in the case of designated places and areas of historic and cultural importance, to regulate and restrict the construction, alteration, reconstruction of [or] razing of buildings and other structures.

(Ordinance 135-87 adopted 4/14/87)

§ 2. PURPOSE.

These zoning regulations are made in accordance with the spirit of the community plan and designed to lessen congestion in the streets; to secure safety from fire, panic and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements. These regulations are made with reasonable consideration, among other things, to the character of the district and its peculiar suitability for particular uses, and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the city.

(Ordinance 135-87 adopted 4/14/87)

§ 3. ADMINISTRATION, ENFORCEMENT AND FEES.

- A. ADMINISTRATION. The building official is hereby designated by the City Council as the administrative official to supervise the administration and enforcement of this Ordinance. The building official may be provided with the assistance of such other persons or consultants as the City Council may direct.

If the administrative official finds that any of the provisions of this Ordinance are being violated, he shall notify in writing the person responsible for such violations, indicating the nature of the violation and ordering the action necessary to correct it. He shall order discontinuance of illegal use of land, buildings, or structures, removal of illegal buildings or structures or of illegal additions, alterations, or structural changes, discontinuance of any illegal work being done; or shall take any other action authorized by this Ordinance to insure compliance with or to prevent violation of its provisions.

- B. VIOLATION AND PENALTIES. The owner or general agent of a building or premises where a violation of any provision of the regulations of this Ordinance has been committed or shall exist or the lessee or tenant of an entire building or entire premises where such violation has been committed or shall exist, or the owner, general agent, lessee, or tenant of any part of the building or premises in which such violation has been committed or shall exist, or the general agent, architect, builder, contractor, or any other person who commits, takes part or assists in any such violation or who maintains any building or premises in which any such violation shall exist shall be guilty of a misdemeanor punishable by a fine of not less than Ten Dollars (\$10.00) or not

more than Two Hundred Dollars (\$200.00) for each and every day that such violation exists.

- C. INTERPRETATION AND APPEALS. It is the intent of this ordinance that the duties of the City Council in connection with this ordinance shall not include hearing and deciding questions of interpretation and enforcement that may arise. The procedure for deciding such questions shall be as stated in subsection D, below. The, City Council shall have only the duties expressly reserved for it in this ordinance including without limitation considering and allowing or rejecting proposed amendments or the repeal of this ordinance, as provided by law, and, of establishing a schedule of fees and charges as stated in subsection E, below. It is further the intent of this ordinance that all questions of interpretation and enforcement shall be first presented to and decided by the administrative official, and that such questions shall be presented to the board of adjustment only on appeal from the decision of the administrative official, and that recourse from the decisions of the board of adjustment shall be to the courts as provided by law.

D. BOARD OF ADJUSTMENT.

- (1) Creation. There is hereby created a board of adjustment which shall be organized, appointed, and function as follows:

The board of adjustment shall consist of five members who are residents of the City of Aubrey, each to be appointed by the City Council for a term of two years and removable for cause by the appointing authority upon written charges and after public hearing. The City Council shall designate one member as chairman and one member as vice-chairman. Vacancies shall be filled for the unexpired term of any member, whose place becomes vacant for any cause, in the same manner as the original appointment was made. Provided, however, that the City Council may appoint a minimum of two alternate members and a maximum of four who shall serve in the absence of one or more of the regular members when requested to do so by the chairman or Mayor, as the case may be.

The terms of three members shall expire in May of each odd-numbered year [year] and the terms of two of the members shall expire in May of each even-numbered year. Members may be appointed to succeed themselves. Vacancies shall be filled for unexpired terms, but no member shall be appointed for a term in excess of two years. Newly appointed members shall be installed at the first meeting after their appointment. If the City has already appointed persons to serve on the board of adjustment at the time that the ordinance setting forth this subsection as amended is adopted, those persons shall continue to serve on the board of adjustment unless replaced or removed as provided under this ordinance.

The City Council may remove a member of the board of adjustment at any time for cause, as found by the City Council, on a written charge after a public hearing.

- (2) Organization. The board of adjustment shall hold an organizational meeting in May of each year and shall meet as necessary. The board of adjustment shall adopt its own rules of procedure and keep a record of its proceedings consistent with applicable law. Meetings shall comply with applicable state law including the Open Meetings Act.
- (3) Powers and Duties of Board.
- (a) Appeals Based on Error. The board of adjustment shall have the power to hear and decide appeals where it is alleged there is error of law in any order, requirement, decision or determination made by an administrative official of the City in the

enforcement of this ordinance.

- (b) Limitation on Resubmittals: When the board of adjustment has denied an application, no resubmittal of the application or new application of a similar nature shall be accepted by the board of adjustment or scheduled for 12 months after the date of denial. Notwithstanding the foregoing, the board of adjustment may, at its discretion, accept resubmittal of an application or a new application of a similar nature relating to an application that is withdrawn during a board of adjustment meeting or hearing. Applications which have been withdrawn before the board of adjustment meeting may be resubmitted at any time for hearing before the board of adjustment.
- (c) Vote of Four Members Required: The concurring vote of four members of the board of adjustment is necessary to:
 - (i) reverse an order, requirement, decision or determination of the administrative official;
 - (ii) decide in favor of an applicant on a matter on which the board of adjustment is required to pass; or
 - (iii) authorize a variation from the terms of this ordinance.
- (4) Procedure.
 - (a) Appeals may be taken to and before the board of adjustment by any person aggrieved, or by any officer, department, board or bureau in the City. Such appeal shall be made by filing in the office of the City Secretary a notice of appeal and specifying the grounds thereof. The office or department from which the appeal is taken shall forthwith transmit to the board of adjustment all of the papers constituting the record from which the action appealed was taken.
 - (b) Stay of Proceedings: An appeal shall stay all proceedings in furtherance of the action appealed from unless the administrative official shall certify to the board of adjustment that, by reason of facts in the certificate, a stay would cause imminent peril to life or property, in which case proceedings shall not be stayed otherwise than by a restraining order, which may be granted or by [granted by] a court of equity, after notice to the office from whom the appeal originated.
 - (c) Notice of Hearing on Appeal: The board of adjustment shall fix a reasonable time for the hearing of the appeal or other matter referred to, it, and shall mail notices of such hearing to the petitioner and to the owners of property lying within 200 feet of any point of the lot or portion thereof on which a variation is desired, and to all other persons deemed by the board of adjustment to be affected thereby, such owners and persons being determined according to the current tax rolls of the City. Depositing of such written notice in the mail shall be deemed sufficient compliance therewith.
 - (d) Decision by board of adjustment: The board of adjustment shall decide the appeal within a reasonable time. Upon the hearing, any party may appear in person or by agent or attorney. The board of adjustment may reverse or affirm wholly or partly or may modify the order, requirements, decision, or determination as in its opinion ought to be made in the premises, and to that end, shall have all powers of the officer or department from whom the appeal is taken.

- (e) All official actions by the board of adjustment shall be recorded in meeting minutes and all such actions shall further be in the form of a written order of the board of adjustment, which shall be filed in the office of the board of adjustment as soon as is practicable after the order has been duly approved by the board of adjustment. For purpose of filing such orders, the office of the board of adjustment shall be deemed to be the office of the City Secretary of the City of Aubrey.

(5) Variances.

- (a) The board of adjustment shall have the power to authorize, upon appeal in specific cases, such variance from the terms of this ordinance as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this ordinance will result in unnecessary hardship and so that the spirit of this ordinance shall be observed and substantial justice done, including the following: (i) the full provision of parking or loading facilities; or (ii) when such regulations would impose an unreasonable hardship upon the use of the lot. The board of adjustment shall not waive or reduce such requirements merely for the purpose of granting an advantage or a convenience.
- (b) A written application for variance shall be submitted together with the required fee, accompanied by an accurate legal description, maps, site plans, drawings and any necessary data, demonstrating:
 - (1) that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
 - (2) that literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance;
 - (3) that the special conditions and circumstances do not result from the actions of the applicant;
 - (4) that granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district; and
 - (5) no nonconforming use of neighboring lands, structures, or buildings in the same district and no permitted use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

(6) Changes

- (a) The board of adjustment shall have no authority to change any provisions of this ordinance and its jurisdiction is limited to: (1) hardship and borderline cases which may arise from time to time; and (2) presiding over proceedings and performing other functions as specified in this ordinance or another applicable ordinance. The board may not change the district designation of any land either to a more or less restrictive zone.
- (b) It is the intent of this ordinance that all questions of interpretation and enforcement shall be first presented to the administrative official, that such questions shall be

presented to the board of adjustment only on appeal from the decision of the administrative official and that recourse from the decisions of the board of adjustment shall be to the courts as provided by the laws of the State of Texas.

- E. FEES. The City Council shall, by resolution, establish a schedule of fees, charges, and expenses and a collection procedure for the administration, permits, certificates of occupancy, zoning change requests, and other matters pertaining to this Ordinance. The schedule of fees shall be posted in the office of the zoning administrative official, and may be altered or amended only by action of the City Council. Until all applicable fees, charges, and expenses have been paid in full, no action shall be taken on any application or appeal.

(Ordinance 135-87 adopted 4/14/87; Ordinance 474-12, sec. 2.01, adopted 8/21/12; Ordinance 547-14 adopted 12/16/14)

§ 4. DEFINITIONS.

For the purpose of this Ordinance, certain terms and words are defined and shall have the meanings ascribed in this Ordinance unless it is apparent from the context that different meanings are intended. Definitions not expressly prescribed herein are to be determined in accordance with customary usage in municipal planning and engineering practices. If no such customary usage exists, the definition found in the latest edition of Webster's Dictionary shall be used.

- (1) Accessory Building -means a subordinate building the use of which is incidental to that of the main building on the same lot.
- (2) Administrative Official -is the officer or other designated authority charged with the administration and enforcement of this Ordinance, or his duly authorized representative.
- (3) Alley -is a public minor way which is used primarily for secondary vehicular service access to the back or side of properties otherwise abutting on a street or highway.
- (4) Apartment -is a room or suite of rooms in an apartment house arranged, designed or occupied as a dwelling unit residence by a single family, individual, or group of individuals living together as a single housekeeping unit.
- (5) Apartment Hotel -is an apartment house which furnishes services for the use of tenants which are ordinarily furnished by hotels.
- (6) Apartment House -is any building, or portion thereof, which is designed, built, rented, leased, let or hired out to be occupied as three (3) or more apartments or dwelling units or which is occupied as the home or residence of three (3) or more families living independently of each other and maintaining separate cooking facilities.
- (7) Automobile Repair, Major -is any area used for general repair, rebuilding or reconditioning engines, motor vehicles, trailers; collision services, including body, frame or fender straightening or repair; overall painting or paint shop; vehicle steam cleaning.
- (8) Automobile Repair, Minor -is any area used for minor repair or replacement of parts, tires, tubes, batteries and minor motor services such as grease, oil, spark plug and filter changing of passenger cars and trucks not exceeding one and one-half (1-1/2) ton capacity, but not including any operation named under "automobile repair, major" or any other similar use thereto.
- (9) Automobile Sales Area -is an open area or lot used for the display or sale of automobiles, where no work is done.

- (10) Automobile Service Station -is any building and/or premises where gasoline, oil, grease, batteries, tires and accessories may be supplied and dispensed at retail, including the servicing of vehicles designed or calculated to be performed by the customer. In addition, the following services may be rendered and sales made and no other:
- (a) Sale and service of spark plugs, batteries and distributors and distributor parts;.
 - (b) Tire servicing and repair, but not recapping or regrooving;
 - (c) Replacement or adjustment of automobile accessories;
 - (d) Radiator cleaning and flushing; provision of water; antifreeze and other additives;
 - (e) Washing and polishing and sale of automotive washing and polishing materials;
 - (f) Greasing and lubrication;
 - (g) Providing and repairing fuel pumps, oil pumps and lines;
 - (h) Servicing and repair of carburetors;
 - (i) Adjusting and repairing brakes;
 - (j) Emergency wiring repairs;
 - (k) Motor adjustments not involving removal of head or crankcase;
 - (l) Trailer rental;
 - (m) Provision of cold drinks, packaged foods, tobacco and similar convenience goods for customers, but only as accessory and incidental to the principal operation;
 - (n) Provision of road maps and other information material;
 - (o) Provision of restroom facilities;
 - (p) Parking lot as an accessory use;
 - (q) Wrecker service; and
 - (r) Uses permissible at a service station do not include body work; transmission or brake overhauling; straightening of frames or body parts; steam cleaning, painting, welding, storage of automobiles not in operating condition nor the operation of a commercial garage as an accessory use.
- (11) Automobile Wash or Laundry -See Carwash.
- (12) Basement -is a building story the floor line of which is below grade at any entrance or exit, but may have at least one-half (1/2) of its height above the average level of the adjoining grade level.
- (13) Block -means that property abutting on one side of a street and lying between the nearest intersecting or intercepting streets or nearest intersecting or intercepting street and railroad right-of-way, waterway, or other barrier to or gap in the continuity of development along such street.
- (14) Boarding-Lodging House -means a dwelling wherein lodging or meals for three (3) or more

persons, not members of the principal family therein, is provided for compensation, but not including a building in which ten (10) or more guest rooms are provided.

- (15) *Building* -is any structure built for the support, shelter, or enclosure of persons, chattels, or movable property of any kind. When such structure is divided into separate parts by one (1) or more unpierced walls extending from the ground up, each part is deemed a separate building, except as regards minimum side yards.
- (16) *Building Height* -is the vertical distance from the average contact ground level at the front wall of the building to the highest point of the coping of a flat roof or the deck line of a mansard roof, or to the mean height level between eaves and ridge for gable, hip or gambrel roofs.
- (17) *Building Line* -a line parallel or approximately parallel to the street line at a specific distance therefrom marking the minimum distance from the street line that a building may be erected.
- (18) *Building Official* -See Administrative Official.
- (19) *Carwash* -is a building, or portion thereof, where automobiles or other motor vehicles are automatically or manually washed regularly as a business.
- (20) *Cemetery* -is land used or intended to be used for the burial of the human dead and dedicated for cemetery purposes including columbariums, crematories, mausoleums and mortuaries, if operated in connection with and within the boundaries of such cemetery.
- (21) *Certificate of Occupancy* -is an official certificate issued by the building inspector which indicates conformance with or approved conditional waiver from the zoning regulations and authorized legal use of the premises for which it is issued.
- (22) *Clinic* -is a public or private, profit or nonprofit facility for the reception and treatment of outpatient persons physically or mentally ill, injured, handicapped or otherwise in need of physical or mental diagnosis, treatment, care or similar service.
- (23) *Club* -is a nonprofit association of persons who are bona fide members, paying regular dues and are organized for a common purpose, but not including a group organized solely or primarily to render a service customarily carried on as a commercial enterprise.
- (24) *Club, Private (Class I)* -is an establishment or enterprise wherein activities are carried on by or for a group or association of dues-paying members organized for some common purpose.
- (25) *Club Private (Class II)* -is a club as defined above, except such establishments shall have been issued an alcoholic beverage permit by the Texas Alcoholic Beverage Commission.
- (26) *Community Center, Public* -means building and grounds owned and operated by the governmental body for the social, recreational, health and welfare of the community served.
- (27) *Conditional Use* -means any building, structure, and use which complies with the applicable regulations and standards governing conditional uses of the zoning district in which such building, structure, and use is located and for which a permit is granted.
- (28) *Convalescent (rest) Home* -is a home designed for the care of patients after they leave the hospital before but before they are released from observation and treatment.
- (29) *Convenience Store* -See Neighborhood Convenience Center.

- (30) Court -means an open, unoccupied space on the same lot with a building and bounded on two (2) sides by such building, or the open space provided for access to a dwelling group.
- (30-A) Day Care Center -a facility that is licensed, certified, or registered by the State of Texas to provide daytime care, supervision, training, education, physical rehabilitation, or recreational activities for more than six children, adults, or elderly, for less than twenty-four (24) hours a day, at a location other than the permit holder's primary residence, and where such children, adults or elderly are not related by blood, marriage or adoption to the owner or operator of the facility.
- (31) Display Sign -is a structure that is arranged, intended, designed or used as an advertisement, announcement or direction, including sign, billboard and advertising device of any kind.
- (32) District -means a portion of the territory of the City of Aubrey within which certain uniform regulations and requirements or various combinations thereof apply under the provisions of this Ordinance. The term "R District" shall mean any AG-R, SF1, SF10, SF75, SFAC, and MF District; the term "I District" shall mean any IND District; and the term "C District" shall mean any GR, SC or C District.
- (33) Dwelling Unit -means a room or group of rooms including cooking accommodations, occupied by one (1) family, and in which not more than two (2) persons, other than members of the family, are lodged or boarded for compensation at any one time.
- (34) Dwelling Unit, Single-Family, Attached -means a dwelling which is joined to another dwelling at one (1) or more sides by a party wall or abutting separate walls and is designed for occupancy by one (1) family and is on a separate lot delineated by front, rear and side lot lines.
- (35) Dwelling Unit, Single-Family, Detached -means a building containing one (1) dwelling unit and located on a lot or separate building tract and having no physical connection to a building on any other lot.
- (36) Dwelling Unit, Two-Family -means a building containing two (2) dwelling units.
- (37) Dwelling Unit, Multiple -means a building containing three (3) or more dwelling units.
- (38) Dwelling Group -means a group or row of dwellings, each containing one (1) or more dwelling units and all occupying one (1) lot or site, as defined herein, and having a court in common; including a bungalow court or apartment court, but not including an automobile court or automobile camp.
- (39) Essential Services -means the erection, construction, alteration, maintenance by public utilities or by governmental departments or commissions of such underground, or overhead gas, electrical, steam, or water transmission or distribution systems and structures, collection, communication, supply or disposal systems and structures, including towers, poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, streetlights, traffic signals, hydrants and other similar equipment, and accessories in connection therewith, but not including building or microwave radio relay structures, as are reasonably necessary for the furnishing of adequate service by such public utilities or governmental departments or commission or as are required for protection of the public health, safety, or general welfare. For the purpose of this definition, the word "building" does not include "structures" for essential services.
- (40) Family -means two (2) or more persons, occupying a dwelling unit as a single, nonprofit

housekeeping unit, but not including a group occupying a hotel, boardinghouse, club, dormitory, fraternity or sorority house.

- (41) Farm -is an area of two (2) acres or more which is used for the growing of usual farm products such as vegetables, fruit, trees and grain and storage on the area as well as the raising thereon of the usual farm poultry and farm animals such as horses, cattle, sheep and swine, including dairy farms with necessary accessory uses and for treating and storing the produce; provided, however, that the operation of such accessory shall be secondary to that of the normal activities; and provided further that it does not include the commercial feeding of offal or garbage to swine or other animals.
- (41.1) Fence -means a freestanding structure typically composed of a sequence of posts or stakes connected by wood, wire, rails or other materials and generally designed to restrict or prevent movement from one space to another space or to provide visual sectioning of spaces.
- (42) Floodplain -is the relatively flat low lands adjoining the channel of a river, stream or watercourse which has been or may be covered by floodwater. Any land covered by the water of a one hundred (100) year frequency storm is considered in the floodplain.
- (43) Frontage -is all the property abutting on one (1) side of a street between intersecting or intercepting streets, or between a street and a right-of-way, waterway, end of a dead-end street, or village boundary measured along the street line. An intercepting street shall determine only the boundary of the frontage on the side of the street which it intercepts. Where a lot abuts more than one (1) street, the Planning and Zoning Commission shall determine the frontage for purposes of this Ordinance.
- (44) Front Yard -is an open, unoccupied space on a lot facing a street and extending across the front of the lot between the side yard lines and being the minimum horizontal distance between the street line and the main building or any projection thereof other than the projection of the usual steps or eave overhang.
- (45) Garage, Private -means an accessory building or portion of a main building on the same lot and used for the storage only of private passenger motor vehicles, not more than two (2) of which are owned by others than the occupants of the main building.
- (46) Garage, Public -means a building or portion of a building, except that herein defined as a private garage or as a repair garage, used for the storage of motor vehicles, or where any such vehicles are kept for remuneration or hire; in which any sale of gasoline, oil, and accessories is only incidental to the principal use.
- (47) Garage, Repair -means a building or space for the repair or maintenance of motor vehicles, but not including factory assembly of such vehicles, auto wrecking establishments or junkyards.
- (48) Garden Apartment -is a multifamily dwelling unit with not more than two and one-half (2-1/2) stories. The building generally has private outdoor space, either on grade, or a private balcony.
- (48.1) Government Use -any structure, building and/or grounds owned by, leased to and/or operated by a state or municipal government entity for the sole purpose of providing public services that the governmental entity is authorized to provide to the public or to engage in, including but not limited to water, sewer and drainage services, and/or to accommodate other public needs of the entity. The definition also includes a building and/or grounds operated by a governmental body for social, recreational, health or welfare purposes, such as a municipal park or public gathering

area. This use designation is not intended for and does not include government entities that are classified as special districts formed pursuant to state law or formed by special legislature.

- (49) Grade -when used as a reference point in measuring height of building, the “grade” shall be the average elevation of the finished ground at the exterior walls of the main building.
- (50) Green Belt -is a piece of land, normally relatively narrow in comparison to its length, reserved to provide for both passive and active recreation, to function as a corridor connecting park areas, to serve as a buffer between various land uses, or to provide for open space. It frequently utilizes floodplains along creeks and is often left in its natural state.
- (51) Gross Floor Area -means the living area of a building, including the walls thereof, but excluding all porches, open breezeways and garages.
- (52) Height of Building -means the vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to a point midway between elevation of the eaves and elevation of the ridges, [of a] gable, hip and gambrel roof.
- (53) Home Occupation -means any occupation customarily conducted for gain or support entirely within a dwelling by a member or members of a family while residing therein, and which is clearly incidental and secondary to the residential use of the premises and does not change the character thereof.
- (54) Hospital -may be a public or private, profit or nonprofit institution for the reception and treatment of the physically or mentally handicapped, sick or injured, and shall be distinguished by its inpatient facilities. It may also be an institutional sanctuary for the reception of the aged, or for the physically or mentally ill, retarded, infirm or deficient. Permitted accessory uses shall include medical and psychiatric clinics, doctors’ offices, sale of medical and surgical specialties and supplies, crutches, artificial members and appliances, training in the use of artificial services, pharmacies and similar uses; provided, however, that any such accessory use is so use-wide related to the principal use as to be in fact an integral part of the total purpose and is incorporated within the same building or building complex; and provided further, that the floor area occupied by all accessory uses does not exceed one-third (1/3) of the total floor area. Whether or not a questionable use is “similar,” or an “integral” part of the total purpose shall be subject to determination by the board of adjustment. Hospital related X-ray and laboratory facilities shall not be considered accessory uses in computation or [of] area occupancy.
- (55) Hotel -means a building or portion thereof in which ten (10) or more guest rooms are provided for occupancy for compensation by transient guests.
- (56) Industry -is the storage, repair, manufacture, preparation or treatment of any article, substance or commodity.
- (57) Junkyard or Salvage Yard -means any area used for the storage, keeping or abandonment of junk, including scrap metals or other scrap materials or goods, or used for the dismantling, demolition or abandonment of automobiles or other vehicles or machinery, or parts thereof.
- (58) Kennel -is any structure or premises on which more than three (3) dogs over six (6) months of age and seven (7) dogs under six (6) months of age are kept.
- (59) Land Use Plan -is the long-range plan for the desirable use of land in the City of Aubrey as officially adopted and as amended from time to time by the City Council; the purpose of such plan being, among other things, to serve as a guide in the zoning and progressive changes in the

zoning of land to meet the changing needs, in the subdividing and use of undeveloped land, and in the acquisition of rights-of-way or sites for public purposes such as streets, parks, schools and public buildings.

- (60) Loading Space -is an off-street space or berth on the same lot with a building or contiguous to a group of buildings for the temporary parking of a commercial vehicle while loading or unloading merchandise or materials, and which abuts upon a street, alley or other appropriate means of access.
- (61) Lodging house -means the same as boardinghouse.
- (62) Lot -means the entire parcel of land occupied or to be occupied by a main building and its accessory buildings, or by a group such as a dwelling group or automobile court and their accessory buildings, including the yards and open spaces required therefor [under] this title and other applicable law.
- (63) Lot, Corner -means a lot abutting on two (2) intercepting or intersecting streets where the interior angle of intersection or interception does not exceed one hundred thirty-five (135) degrees.
- (64) Lot Coverage -the percentage of the total area of a lot occupied by the base (first story or floor) of buildings located on the lot.
- (65) Lot, Interior -means a lot other than a corner lot.
- (66) Lot, Lines -means the property lines bound [bounding] the lot as defined herein.
- (67) Lot, Through -means a lot having its front and rear lines on different streets, or having its front or rear line on a street and the other line on a river, lake, creek or other permanent body of water.
- (68) Lot, Depth -means the average depth from the front line of the lot to the rear line of the lot.
- (69) Lot Width -means the width measured at a distance back from the front line equal to the minimum depth required for a front yard.
- (70) Lot of Record -is a lot which is part of a subdivision, the plat of which has been recorded in the Office of the County Clerk of Denton County, or a parcel of land, the deed for which was recorded in the Office of the County Clerk, Denton County, prior to January 1, 1987.
- (71) Main Building -means a building in which is conducted the principal use of the lot on which it situated.
- (72) Manufactured Home, HUD-Code -means a structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or when erected on-site is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems. References in this Ordinance to “mobile home(s)” shall be taken to be references to HUD-Code manufactured home(s). Mobile homes, as defined in the Manufactured Housing Standards Act, Article 5221f, Section 3(a), V.T.C.S., shall not be used as dwelling units within the corporate limits of the City of Aubrey.

- (73) Mobile Home -See “Manufactured Home, HUD-Code.”
- (74) Mobile Home Park or Subdivision -means a parcel of land which is owned by an individual, a firm, trust, partnership, public or private association or corporation, and has been developed for rental or sale of lots to persons with HUD-Code manufactured homes (mobile homes).
- (75) Mobile Home Lot -means that part of a parcel of land (mobile home site) in a mobile home park which has been reserved for the placement of one (1) HUD-Code manufactured home (mobile home).
- (76) Modular Home -means a dwelling that is constructed in one or more modules at a location other than the homesite, or is constructed utilizing one or more modular components, and which is designed to be used as a permanent residence when the modular components or modules are transported to the homesite and are joined together, or are erected and installed on a permanent foundation system. The term includes the plumbing, heating, air conditioning and electrical systems. It is expressly provided, however, that the term modular home shall not mean nor apply to:
- (a) housing constructed of sectional or panelized systems not utilizing modular components;
 - (b) any ready-built home which is constructed so that the entire living area is contained in a single unit or section at a temporary location for the purpose of selling it and moving it to another location; or
 - (c) any dwelling constructed in modules incorporating concrete as the basic and predominant structural component.
- (77) Motel -means a building or a group of two (2) or more buildings containing guest rooms or apartments with automobile storage space provided in connection therewith, and used primarily for the accommodation of automobile travelers, including groups designated as auto cabins, motor lodges, motor courts, motels, and similarly designated groups.
- (78) Neighborhood Convenience Center -means centers which carry convenience goods, such as groceries, drugs, hardware, and some variety items, and also includes some service stores. The neighborhood convenience center may contain one (1) or two (2) small apparel or shoe stores, but it is clearly dominated by convenience goods, which are items of daily consumption and very frequent purchase, sometimes called “spot necessity” items. This neighborhood serving store group is within convenient walking distance of families served (within convenient driving range in low-density areas), with due consideration for pedestrian access and amenity of surrounding areas.
- (79) Nonconformity Use -means use of a building or land which existed previously that does not conform to the present regulations as to use for the district in which it is situated.
- (80) Nursing Home -is a home where ill or elderly people are provided with lodging and meals with or without nursing care.
- (81) Open Space -is that part of any lot or tract that is used for recreational purposes, both passive and active, but not including areas used for parking or maneuvering of automobiles, or drives or approaches to and from parking areas. Floodplains, or 50 percent of any standing surface water, may be considered as open space, provided such open space is contiguous and part of the platted lot and is maintained and utilized in the same manner and to the same degree as all other open space areas as designated on the site plan as filed with the building permit application.

- (82) Parking Area, Private -means a permanently surfaced open area for the same uses as a private garage.
- (83) Parking Area, Public -means a predominantly surfaced open area, other than street, or other public way, used for parking of automobiles and available to the public for a fee, free, or as an accommodation for clients or customers.
- (84) Parking Space -means a permanently surfaced area not less than one hundred eighty (180) square feet (measured approximately nine (9) feet by twenty (20)feet) either within a structure or in the open, not on public right-of-way, exclusive of driveways or access drives, for the parking of one (1) vehicle.
- (85) Planned Development -shall mean land under unified control, planned and developed as a whole; in a single development operation or a definitely programmed series of development operations, including all lands and buildings; for principal and accessory structures and uses substantially related to the character of the district; according to comprehensive and detailed plans which include not only streets, utilities, and lots or building sites, but also site plans, floor plans, and elevations of all buildings as intended to be located, constructed, used, and related to each other, and detailed plans for other uses and improvements on the land as related to the buildings; and with a program for provision, operation and maintenance of such areas, improvements, facilities, and services as will be for common use by some or all of the occupants of the district, but will not be provided, operated, or maintained at general public expense.

Planned development is both a concept and a zoning classification which may include, in addition to planned unit development, commercial, shopping center, and industrial uses or combination thereof, which may be intended to serve areas within the district and areas without the district.
- (86) Private Garage -is an accessory building housing vehicles owned and used by the occupant of the main building; if occupied by vehicles of others; it is a storage space.
- (87) Rear Yard -means the required rear yard is an open space unoccupied and unobstructed except for accessory uses extending across the rear of a lot from one side lot line to the other side lot line, the depth of which is dependent upon the zoning district in which the lot is located.
- (88) Recreational Vehicle -is a vehicular, portable structure designed to be transported over the highway and containing living or sleeping accommodations, such structure being designed and actually used as a temporary dwelling during travel for recreation and pleasure purposes.
- (89) Rooming House -is a dwelling occupied by a resident family or resident occupant and three (3) or more rent-paying persons.
- (90) School, Business or Trade -means a business organized to operate for a profit and offering instruction and training in service or art such as a secretarial school, barber college, beauty school or commercial art school.
- (91) School, Elementary and High -means an institution of learning which offers instruction in several branches of learning and study required to be taught in public school. High schools include junior and senior grades.
- (92) Screening Element (Device) -or suitably screened as herein referred, shall mean any of the following:

- (a) Any solid material constructed of brick, masonry, or of a concrete or metal frame, or wood

or base which supports a permanent type material, the vertical surface of which is not more than 30 percent open; or

- (b) Any dense evergreen hedge or plant material suitable for providing a visual barrier, for which such material shall be maintained in a healthy growing condition.
- (c) Landscaped earth berms may, when appropriate in scale, be considered and used as a screening element in lieu of a fence, wall, hedge, or other dense planting material.

(93) Service Stations -See Automobile Service Station.

(94) Shopping Center -is an area consisting of one (1) acre or more arranged according to a site plan to be submitted to and to be approved by the Planning and Zoning Commission and the City Council on which is indicated the amount of land to be devoted to the shopping center, the detailed arrangement of various buildings, parking area, streets and type of zoning desired. The installation of all utilities, drainage structure, paving of streets, parking area, alley and installation of sidewalks shall be in accordance with the City of Aubrey specifications for each type of improvement.

(95) Story -means that portion of a building included between the surface of a floor and the surface of a floor next above it, or if there is no floor above it, then the portion of the building between the surface of a floor and the ceiling or roof above it. A basement shall be counted as a story for the purposes of height regulations, if the vertical distance from grade to the ceiling is more than seven (7) feet.

(96) Story, Half -means the topmost story under a gable, hip, or gambrel roof, the wall plates of which on at least two (2) opposite exterior walls are not more than two (2) feet above the floor of such story.

(97) Street -means a public or private thoroughfare which affords the principal means of access to abutting property.

(98) Structural Alteration -means any change, addition, or modification in construction in the supporting members of a building, such as exterior walls, bearing walls, beams, columns, foundations, girders, joists, roof joists, rafters, or trusses.

(99) Towers (Radio, Television, or Microwave) -means structures supporting antennae for transmitting or receiving any of the radio spectrum, but excluding noncommercial antennae installations for home use of radio.

(100) Tourist Home -is a building or part thereof, other than hotel, boarding house, lodging house, or motel, where lodging is provided by a resident family in home for compensation, mainly for transients.

(101) Trailer including automobile trailer and trailer coach -is any vehicle or structure constructed in such a manner as to permit occupancy thereof as sleeping quarters or the conduct of any business, trade, or occupation or use as a selling, or advertising device, or use for storage or conveyance of tools, equipment, and machinery and so designed that it is or may be mounted on wheels and used as a conveyance on highways and streets, propelled or drawn by its own or other motor power.

(102) Trailer Park -means any lot or part thereof or any parcel of land which is used or offered as a location for one (1) or more trailers.

- (103) Thoroughfare -means an officially designated federal or state numbered highway or county or other road or street designated as a primary thoroughfare on the official thoroughfare plan of the City of Aubrey.
- (104) Thoroughfare Plan -means the official thoroughfare plan of the City of Aubrey adopted by the City Council establishing the location and official right-of-way width of principal highways and streets in the city, together with all amendments thereto subsequently adopted.
- (105) Townhouse or Row House -means three (3) or more dwelling units attached by common vertical walls.
- (106) Use -means the purpose for which land or a building or structure thereon is designed, arranged, intended or maintained or for which it is or may be used or occupied.
- (107) Use, Accessory -means a subordinate use on the same lot with the principal use and incidental and accessory thereto.
- (108) Used Car Lot -is a lot or tract of land used for the sale or display for sale of two (2) or more previously owned motor vehicles, including but not limited to passenger automobiles, motorcycles, trucks, dune buggies and other types of motor vehicles designed for use upon the public roads or for pleasure off public roads, but not including farm implements, mobile homes, campers and recreational vehicles, or construction equipment such as cranes, bulldozers and related equipment and trucks over one ton capacity.
- (109) Vehicle Service Center -means a center for the repair and maintenance of, or diagnosis upon, motor vehicles, including tire installation, but not including the sale of gasoline, body work, or spray painting.
- (110) Yard -means an open space, other than a court, on the same lot with a building.
- (111) Yard, Front -means a yard extending across the full width of a lot and having a depth equal to the shortest distance between the front line of the lot and the nearest portion of the main building, including an enclosed or covered porch, provided that the front yard depth shall be measured from the future street line for a street on which a lot fronts, when such line is shown on the official map or is otherwise established.
- (112) Yard, Rear -means a yard extending across the full width of a lot and having a depth equal to the shortest distance between the rear line of the lot and the main building.
- (113) Yard, Side -means a yard between the side line of the lot and the main building extending from the front yard to the rear yard and having a width equal to the shortest distance between said side line and the main building.
- (114) Zoning Map -means the official zoning map of the City of Aubrey, together with all amendments subsequently adopted.
- (115) Application Filing Date. The date an application is filed on behalf of an Applicant by City staff for consideration by a City board, commission, or City Council, which shall be stamped on the application by City staff on the date the application is set on an agenda for consideration by the authority responsible for approval and determined complete. See also definition of Application Filing Window and Filed in this section.
- (116) Application Filing Window. The period of time during which City staff is capable of filing plats,

site plans, conceptual plans, general plans, or similar materials necessitating consideration by a City board, Commission, or City Council.

- (117) *Filed, and Variants Thereof*. Unless otherwise necessitated by the immediate context, this term refers to the combination of (a) delivery by City staff of complete and satisfactory Application materials to the City authority responsible for approval of same, together with (b) corresponding placement of the item on an agenda for consideration at a meeting of the appropriate authority. Mere submission or physical delivery of application materials by an Applicant to City staff does not constitute “filing” for purposes of this article. No item is capable of being “filed” unless and until the administrative review process has been completed and the item is also placed on an upcoming agenda for a meeting of the appropriate authority. See also definitions for Application filing date in this article.
- (118) *Response Submission Window*. The period of time during which an Applicant whose materials were conditionally approved or disapproved may submit a request that City staff file a response to the reviewing authority for reconsideration or appeal of a revised submission for the same project, containing only those modifications directly related to satisfaction of the conditions stated by the City, which begins on the 10th business day prior to and ending on the 4th business day prior to the next scheduled meeting of the body responsible for the next stage of approval.
- (119) *Site Plan and Site Plan, Conceptual*. The document(s) required for certain development activities to ensure compliance with the City’s zoning regulations which meets all requirements of the City, including Section 5(Q) of this code (as amended). Site plans are intended to be treated identically as preliminary plats for purposes of the City’s submission, filing, and review procedures under Chapter 10 of this code, and are therefore to be considered included in the general term “plat” and in substitution for “preliminary plat” in that article as the context may require to accomplish that intent. In this article, however, the term site plan does not include a preliminary plat or final plat.
- (Ordinance 135-87 adopted 4/14/87; Ordinance 546-14, sec. 2, adopted 11/18/14; Ordinance 593-16, sec. 2, adopted 7/19/16; Ordinance 643-18, sec. 2, adopted 9/28/18; Ordinance 680-20 adopted 4/28/20; Ordinance 776-23 adopted 1/26/2023)

§ 5. GENERAL PROVISIONS.

- A. *ESTABLISHMENT OF DISTRICTS*. For the purpose of this Ordinance, the City of Aubrey, Texas, is hereby divided into twelve (12) districts as follows:

AG-R - Agriculture Residential District
 SF1 - Single-Family Residential Large Lot, 1 acre lot
 SF-10 - Single-Family Residential, 10,000 sq. ft. lot
 SF-75 - Single-Family Residential, 7,500 sq. ft.
 SFAC - Two-Family Residential Attached
 MF - Multiple-Family Residential
 GR - General Retail
 SC - Shopping Center
 C - Commercial
 IND - Industrial District

MH - Mobile Home Park District

PD - Planned Development District

- B. FLOODPLAIN DESIGNATION OVERLAY. Notwithstanding the foregoing, there shall be a district known as a “FP” floodplain district which may be coextensive with or overlap any or all of the foregoing districts or portions thereof and any tract of land or portion thereof may, at the same time, be zoned for the uses in one of the foregoing districts and be zoned “FP” floodplains.

Where a tract of land or portion thereof is zoned for the uses of one of the foregoing districts and is also zoned “FP” floodplain, the restriction contained in the “FP” floodplain district shall be applicable to said tract or portion thereof and shall take precedence over the other zoning districts.

- C. OFFICIAL ZONING MAP. The city is hereby divided into zones, or districts, as shown on the official zoning map, which together with all explanatory matter thereon, is in existence and is hereby adopted and declared to be a part of this Ordinance.

- D. MAP CERTIFIED. The official zoning map shall be identified by the signature of the mayor, attested by the city clerk and bearing the seal of the city under the following words:

“This is to certify that this is the official zoning map adopted as part of Ordinance No. 135-87 of the City of Aubrey.”

- E. LOCATION OF MAP. The official zoning map shall be in the custody of and shall remain on file in the office of the city secretary.

- F. PUBLIC INSPECTION OF MAP. The official zoning map shall be available for public inspection for all matters which are of public record.

- G. AMENDMENT OF OFFICIAL ZONING MAP. When changes are made in district boundaries or other matter portrayed on the official zoning map, such changes shall be entered on the official zoning map promptly after the amendment has been approved by the City Council. No amendment to this chapter which involves matters portrayed on the official zoning map shall become effective until after council approval and after such change has been made to said map.

- H. OFFICIAL ZONING MAP REPLACEMENT. The City Council may by ordinance adopt a new official zoning map should the original reproducible tracing of the official zoning map be damaged, destroyed, lost or become ambiguous because of the nature or number of changes and additions. The new official zoning map may correct drafting or other errors or omissions in the prior official zoning map or any subsequent amendment thereof. The new official zoning map shall be identified by the signature of the mayor attested by the city clerk, and bearing the seal of the city under the following words:

“This is to certify that this official zoning map supersedes and replaces the official zoning map adopted (date of adoption of map being replaced) as a part of the Zoning Ordinance of the City of Aubrey, Texas.”

- I. INTERPRETATION.

- (1) When the district boundaries are either roads or streets, unless otherwise shown, and where the designation of the district map indicates that the various districts are bounded by a road or street line, the centerline of such or street shall be construed to be the district boundary line.

- (2) Where the district boundaries are not otherwise indicated and where property has been subdivided into lots and blocks, the subdivision boundaries shall be construed to be the boundary of the district.
- (3) Where the district boundaries are not otherwise indicated for unsubdivided property, the district boundaries are property lines or section lines, or quarter section lines, or quarter-quarter section lines.
- (4) Where district boundaries are disputed or not otherwise clearly designated, or where the physical or structural features are at variance with the official zoning map or other circumstances not covered in this section, the board of adjustment shall interpret the district boundaries.

J. RULES FOR WORDS AND PHRASES. For the purposes of this Ordinance, words used in the present tense include the future tense; words in the singular number include the plural number, and words in the plural number include the singular number; the word “shall” is mandatory, not directory; the word “may” is permissive; the word “person” includes a firm, association, organization, partnership, trust, foundation, company, or corporation as well as an individual; the word “used” includes designed and intended or arranged to be used; the word “building” includes the word “structure”; the word “lot” includes “building lot” or parcel. Wherever this Ordinance imposes a greater restriction [than] that imposed by other Ordinances, laws, or regulations, the provisions of this Ordinance shall govern.

K. COMPLIANCE WITH REGULATIONS. The regulations set by the Ordinance within each district shall be minimum regulations and shall apply uniformly to each class and kind of structure or land, except as hereinafter provided.

- (1) No building, structure, or land shall hereafter be used or occupied, and no building or structure or part thereof shall hereafter be erected, repaired, moved, or structurally altered except in conformity with all the regulations herein specified for the district in which it is located.
- (2) No building or other structure shall hereafter be erected or altered to exceed the height or bulk, to accommodate or house a greater number of families, or to occupy a greater percentage of lot area than that specified for the district in which it is located.
- (3) No building or other structure shall have narrower or smaller rear yards, front yards, side yards, or other open spaces than herein required or in any other manner contrary to the provisions of this Ordinance.
- (4) No part of a yard, other open space, off-street parking or loading space required about or in connection with any building for the purpose of complying with this section shall be included as a part of a yard, open space, off-street parking, or loading space similarly required for any other building.

L. STRUCTURES TO HAVE ACCESS. Every building hereafter erected or moved shall be on a lot adjacent to a public street or with access to an approved private street, and all structures shall be so located on lots as to provide safe and convenient access for servicing, fire protection, and required off-street parking.

M. VISIBILITY AT INTERSECTIONS. On a corner lot, nothing shall be erected, placed, planted, or allowed to grow in such a manner as materially to interfere with traffic visibility across the

corner. This visibility area shall be a triangle measured twenty (20) feet from the point of right-of-way line intersection. All objects on the ground in said triangle should not exceed two and one-half (2-1/2) feet in height and vegetation should not droop to less than [than] ten (10) feet from the ground.

- N. FENCES, WALLS, AND HEDGES. Except as provided by other sections of this chapter, a fence, wall, or hedge may be erected, placed, maintained, or grown along a lot line or [of] residentially zoned property to a height not exceeding eight (8) feet above the ground level.
- O. HEIGHT EXCEPTIONS. The regulations contained herein relating to the height of buildings or structures and other open space shall be subject to the following exceptions:
- (1) Churches, schools, and other public and quasi-public buildings may be erected to a height not exceeding sixty (60) feet or five (5) stories, provided the front, side, and rear yards required in the district in which such a building or structure is to be located are each increased at least one (1) foot for each foot of additional height above the height otherwise established for the district in which such building or structure is to be located.
 - (2) Chimneys, cooling towers, church steeples or spires, tanks, water towers, television antennas, microwave radio relay or broadcasting towers, mast or aerials and necessary mechanical appurtenances are hereby excepted from the height regulations of this chapter.
- P. HOME OCCUPATIONS. The purpose of the home occupation provisions is to permit the conduct of home occupations which are compatible with the neighborhoods in which they are located. Home occupations are a permitted accessory use in all residential districts and are subject to the requirements of the district in which the use is located, in addition to the following:
- (1) Only the members of the immediate family occupying the dwelling shall be engaged in the home occupation, unless expressly set forth otherwise in this Ordinance or another ordinance specifically regulating the home occupation at issue.
 - (2) The home occupation shall be conducted only within the enclosed area of the dwelling unit or the garage.
 - (3) No more than twenty-five percent (25%) of the area of one (1) story of the principal building shall be devoted to the home occupation.
 - (4) There shall be no exterior alterations which change the character thereof as a dwelling and/or exterior evidence of the home occupation other than those signs permitted in the district.
 - (5) No storage or display of materials, goods, supplies, or equipment related to the operation of the home occupation shall be visible outside any structure located on the premises.
 - (6) No use shall create smoke, glare, noise, dust, vibration, fire hazard, small electrical interference or any other nuisance not normally associated with the average residential use in the district.
 - (7) The home occupation shall not create any increase in vehicular flow or parking by more than two (2) additional vehicles at a time and shall not create greater pedestrian traffic than normal for the district.
 - (8) No home occupation shall cause an increase in the use of any one (1) or more utilities

beyond the average of the residences in the neighborhood.

- (9) No more than one (1) advertising sign with a maximum of four (4) square feet of a non-illuminating nature may be placed on the main building.
- (10) Examples of home occupations:The following are examples of uses which can often be conducted within the limits of this section. Uses listed in this paragraph do not automatically qualify as a home occupation nor does this listing limit the uses which may qualify as home occupations: handicraft, dressmaking, preserving, accountant, artist, author, consultant, individual tutoring, millinery, and realtor.
- (11) Prohibited uses:The following uses have a tendency to violate the provisions for home occupations and thereby impair the character of residential areas. Therefore, the following uses shall not be permitted as accessory uses in residential districts: auto repairs, painting of vehicles or boats, private schools, photo studios, dance instruction, and television repair.
- (12) Interpretation of home occupation:The planning and zoning commission shall interpret the provisions of this section to determine the validity of a home occupation. A use considered not within the scope of the home occupation provisions shall be subject to the provisions of the commercial zones of this chapter.

Q. SITE PLAN REQUIREMENTS.

- (1) Applicability. Applicants are encouraged to contact City staff for pre-application conferences and assistance with the process. Applications may only be delivered to the City for completeness review and potential filing during the application filing windows. In order to provide the City with adequate time to review site plan applications for compliance with these zoning regulations, an application for approval of any site plan shall only be filed by the Planning Director during an application filing window that is at least 20 calendar days, but no more than 30 calendar days prior to the regular meeting of the body at which it is to be considered. The Planning Director may establish a deadline for the submission of site plan applications that falls within the application filing window.
 - (a) Approval of a site plan shall be required prior to the issuance of any building permit for the construction of a new nonresidential or multiple-family residential structure; prior to the issuance of any building permit for any modification to structure which affects its size, shape, or volume; prior to a structure's change in use that will require modifications to existing parking or loading space requirements or configurations; or as otherwise determined by the Director of Planning.
 - (b) All building permits must conform to an approved site plan.
 - (c) Prior to receipt of a Certificate of Occupancy, an inspection shall be performed by the Director of Planning, or designee, verifying conformance to the site's approved site plan.
 - (d) Single-family and two-family residential developments shall be exempt from this Section.
- (2) Site Plan Approval Process.The procedures for site plan approval shall be substantially the same as those used by the City for consideration of plats under Chapter 10 of this code, which shall have controlling effect over any provisions of this article to the extent of any conflict, in conjunction with the following requirements:

- (a) Sites greater than one acre in size or within 200 feet of a platted single-family residential development. Site plans for properties that are greater than one acre in size or within 200 feet of a platted single-family residential development are subject to review by the Planning and Zoning Commission. The site plan shall be deemed approved by the City if approved by a majority vote of the Planning and Zoning Commission. The Commission shall review the proposal and by majority vote may approve the site plan, approve the site plan with conditions, or disapprove the site plan. If the Commission disapproves the site plan, or if the Applicant does not agree with the conditions of approval, the Applicant may submit revisions for reconsideration by the Commission, as detailed below. The Commission or City Council may conduct a public hearing on the request according to the procedures for a change in a zoning district location or boundary when required by law. The City Council shall have final approval or disapproval authority on all site plans which are so appealed.
- (b) All other site plans. All other site plans shall be approved administratively by staff. At the discretion of the Director of Planning, or designee, any site plan may be forwarded to the Planning and Zoning Commission for action. The Director of Planning shall not have the authority to disapprove a site plan application and shall forward any application which the Director of Planning cannot approve to the Planning and Zoning Commission for action. The actions of the Planning and Zoning Commission may be appealed to the City Council. The City Council shall be the final approval authority.
- (3) Detailed report; written notice of public hearing. Before acting on a site plan, the Planning and Zoning Commission shall receive from the Director of Planning, or designee, a report regarding the proposed site plan detailing its conformance or nonconformance with the zoning ordinance and other applicable regulations of the City, and a recommended action regarding the site plan. The Council shall be provided a similar report prior to consideration of action on site plans reaching it for appeal or approval.
- (4) Features to be shown on site plans. Site or development plans shall include the following information must be within the application in order to be eligible for filing, marked with an application filing date, and set for hearing on an agenda:
 - (a) General. The following general information shall be included:
 - (i) The applicant's name, address, and phone number;
 - (ii) The development location (include subdivision, lot number, and/or address);
 - (iii) The proposed use (letter of intent required);
 - (iv) The zoning district (attach copy of ordinance governing subject property);
 - (v) The lot area (net and gross);
 - (vi) The lot coverage and floor area ratio;
 - (vii) The location of all existing buildings or structures on the lot that are to remain subsequent to any proposed development;
 - (viii) The building or structure size, height and total floor area (separated by use);

- (ix) The adjacent land uses and improvements within 200 feet of the subject property;
- (x) The location of hazardous chemical storage;
- (xi) The sign locations;
- (xii) A scale with the following dimensions: one inch equals 20 feet, 30 feet or 40 feet, or as determined by the Director of Planning;
- (xiii) The location of any on-site items (kiosks, sanitation containers, drop boxes, etc.);
- (xiv) Any existing or proposed easements;
- (xv) The location and type of all existing and proposed screening, including screening of sanitation containers, parking areas, vehicles awaiting repair, open storage, etc.;
- (xvi) The required landscape areas;
- (xvii) Any additional information as deemed necessary to adequately evaluate the site or development plan; and
- (xviii) The following standard notations:
 - a. The sanitation container screening walls shall be brick masonry, stone masonry, or other architectural masonry finish, including a metal gate, primed and painted, and the sanitation container screening walls, gate, and pad site shall be constructed in accordance with the city design specifications.
 - b. Mechanical and heating and air-conditioning equipment in nonresidential uses shall be screened from view from the public right-of-way and from adjacent residential properties.
 - c. The lighting for the subject property will be constructed and operated in conformance with the City of Aubrey Zoning Ordinance.
- (b) Site circulation and parking. The following site circulation and parking information shall be included on the site or development plans:
 - (i) The drive approach dimensions and radii;
 - (ii) The delineation and width of internal circulation roadways;
 - (iii) The distances between driveways and intersecting streets;
 - (iv) The number of required parking spaces and number of parking spaces provided, including handicapped parking spaces;
 - (v) The parking dimensions;
 - (vi) The stacking spaces and drive-through lane location;
 - (vii) The location of curb stops relative to front of parking stall. (Note: Wheel stops are not permitted in lieu of curbs);

- (viii) The handicapped ramps (required at all intersections);
 - (ix) The building entrances;
 - (x) The sidewalk dimensions;
 - (xi) The fire lanes meeting fire code standards;
 - (xii) The location and dimension of delivery truck docks;
 - (xiii) The location and dimension of loading spaces;
 - (xiv) The location of bay doors;
 - (xv) The sanitation container locations;
 - (xvi) The medians, islands, barriers, and channelization;
 - (xvii) The width of adjacent streets, alleys, or other access abutting property;
 - (xviii) The length, width, and taper of turn bays; and
 - (xix) The directional signage and directional arrows for one-way traffic driveways.
- (c) Utility plans. Utility plans shall be included on a separate drawing from the site plan, and shall include the following information:
- (i) The existing and proposed water mains (include size and valve locations);
 - (ii) The water meter size and location;
 - (iii) The existing and proposed sewer mains (include size, manholes and cleanout);
 - (iv) The sewer service size (provide cleanout at property line);
 - (v) The existing and proposed utility easements including the associated utility line (public or private) and its size;
 - (vi) The existing and proposed fire hydrants (including any nearby off-site hydrants);
 - (vii) The existing and proposed fire lines, fire sprinkler connections, and appurtenances;
 - (viii) The location and size of irrigation meters;
 - (ix) The location and size of grease and sand traps;
 - (x) The location and size of sampling pits; and
 - (xi) The location and type of pretreatment.
- (d) Drainage plans. Drainage plans shall be included on a separate drawing from the site plan, and shall include the following information:
- (i) The existing and proposed elevation at critical points;
 - (ii) The drainage area map (if site is over one acre);

- (iii) The on-site collection system, including stormwater detention areas and detention ponds;
 - (iv) The 100-year flood elevation (if in floodprone area), and appropriate easements to protect improvements from erosion associated with floodprone areas;
 - (v) The existing and proposed contours at two-foot intervals;
 - (vi) The existing and proposed drainage structures (include size and type);
 - (vii) The existing and proposed culverts; and
 - (viii) The direction of surface drainage (must be discharged into existing waterway or public right-of-way).
- (e) Landscape plan. A detailed landscape plan in conformance with the City of Aubrey Zoning Ordinance shall be submitted along with the site plan. Landscape plans shall be prepared by a person knowledgeable in plant material usage and landscape design, such as a landscape architect, landscape contractor, or landscape designer. Landscape plans shall be submitted on a separate drawing from the site plan, and shall include the following information:
- (i) An engineering scale that is the same as the associated site plan; and
 - (ii) All information as listed in the City of Aubrey Zoning Ordinance Landscape Requirements[.]
- (f) Tree survey. The Planning and Zoning Commission may require the submittal of a tree survey that identifies the location of trees. All tree surveys shall be prepared by an arborist, a licensed surveyor, a licensed landscape architect, or other qualified person approved by the Director of Planning.
- (g) Tree preservation plan. The Planning and Zoning Commission may require the submittal of a tree preservation plan.
- (5) Attributes in consideration. City council, Planning and Zoning Commission and staff consideration shall include paving and layout of streets, alleys and sidewalks, means of ingress and egress, provisions for drainage, parking spaces, protective screening and open spaces, as well as areas designated for landscaping, and any other aspect deemed necessary to consider in the interest of promoting the public health, safety, order, convenience, prosperity, and general welfare of the city.
- (6) Additional information. If, during the course of reviewing the site plan or landscape plan, the Director of Planning, or designee, is of the opinion that a proper recommendation or action cannot be made without additional information, the Director of Planning is authorized to request that the Applicant submit said information and is further authorized to withhold filing and action on the site plan until the submission of the additional information for the Director of Planning's review.
- (7) Expiration. A site plan shall expire two years after its approval, if no building permits have been issued for the site, or if a building permit has been issued but has subsequently lapsed.
- (8) Approval required. A building permit shall not be issued prior to the approval of the site

plan by the City Council, Planning and Zoning Commission, and/or Director of Planning, as appropriate. No building permit shall be issued except in compliance with the approved site plan, including all conditions of approval.

- (9) Inspections, revisions, and continued compliance. During construction and upon completion, the project will be inspected to ensure that the approved site plan has been followed.
- (a) In the event that changes to the approved site plan are proposed, the Director of Planning, or designee, shall have the authority to require that a revised site plan be submitted to the City for review and approval.
 - (b) It is recognized that final architectural and engineering design may necessitate some judgment in the determination of conformance to an approved site plan. The Director of Planning shall have the authority to interpret conformance to an approved site plan, provided that such interpretations do not materially affect the impact on adjacent properties, access, circulation, parking, loading, or general building orientation, configuration, or location on the site, or any other conditions specifically attached as part of a City Council approval. The Director of Planning shall only approve minor changes that substantially conform to the approved site plan and with all applicable City regulations. If, in the judgment of the Director of Planning, or designee, the proposed revisions do not conform to the approved site plan, a new site plan application shall be submitted for review and approval by the Director of Planning, or for potential filing with another approval body as appropriate.
 - (c) A certificate of occupancy shall not be issued until the final inspection shows that the project has been completed in accordance with the approved site plan.
 - (d) The final site plan, landscape plan, tree survey, and tree preservation plan shall be accompanied by a digital copy for permanent record.
 - (e) Maintenance of the property in conformance with the approved site plan shall thereafter be a condition of a valid certificate of occupancy. Failure to maintain the property in conformance with an approved site plan shall be a violation of this Section.
 - (f) Requests for reconsideration of a site plan application must be made in writing and delivered to the City during a response submission window. All conditional approvals of any site plan application by the commission or council shall require, as one of the conditions for filing and subsequent approval, that the Applicant's response include a signed certification from the planning department stating that the Applicant conferred with City staff regarding the content of the response and the timing of its delivery to the City. Conditional approvals and disapprovals may result in additional fees or staff recommendations of denial if these requirements are not strictly observed.
 - (g) Examples of revisions which may be approved by the Director of Planning include:
 - (i) Minor dimension and location adjustments;
 - (ii) Minor changes in the number of parking spaces, provided that minimum parking requirements are met;
 - (iii) Adjustments to sanitation container location;

- (iv) Minor revisions to approved elevations; and
- (v) Substitution of similar materials on an approved landscape plan.
- (h) Examples of revisions that may not be approved by the Director of Planning include:
 - (i) Major changes to type of screening materials;
 - (ii) Significant alterations to the building footprint;
 - (iii) Specific conditions of approval; and
 - (iv) Any changes that may negatively impact adjacent properties.
- (i) If, in the judgment of the City Administrator, the proposed revisions exceed staff's approval authority, the revised site plan shall be forwarded to the Planning and Zoning Commission for consideration according to the procedures for site plan approval. If proposed revisions to the site plan have not already been approved by the City Administrator within 30 days of their filing, they shall be scheduled for consideration by the Planning and Zoning Commission upon request by the Applicant.
- (10) Phasing plan. To assist in the processing of site plans that are to be constructed in phases, the City Administrator, or designee, may request a phasing plan for the development, to ensure adequate site access, circulation, parking, sanitation containers, etc.

Editor's note—The subsection numbering of Ordinance 496-13 was changed at the editor's discretion to be consistent with the numbering throughout the zoning ordinance.

(Ordinance 135-87 adopted 4/14/87; Ordinance 496-13, ex. A, adopted 3/19/13; Ordinance 680-20 adopted 4/28/20)

§ 6-A. CONDITIONAL USE PERMITS.¹

A. CONDITIONAL USE PERMIT REGULATIONS AND PROCESS.

- (1) Compatible and orderly development. A Conditional Use Permit (CUP) may be granted to allow compatible and orderly development which may be suitable only in certain locations and zoning districts if developed in a specific way or only for a limited period of time.
- (2) Zoning District Compliance. Only those uses listed in the district regulations of the Zoning Ordinance with a designation of "C" may be granted a Conditional Use permit. A Conditional Use permit shall be effective from the date of approval until the terms of the condition of approval have been expended. For example: a Conditional Use permit may be issued for a construction trailer in single-family zoning district regulations, for which the permit shall be effective from the date of approval until the construction within the development is substantially complete, the terms of which shall be described with the approval letter issued on the effective date by the Director of Planning.
- (3) Submittal Requirements. Conditional Use permit applications to be submitted for review shall be submitted in accordance with Section 5 of the City's Zoning Ordinance,

1. Editor's Note: Former section 6 pertaining to conditional uses and specific use permits, was amended and replaced with similar provisions by Ordinance 905-25 adopted 5/22/2025. Prior to the replacement, this section derived from the following: Ordinance 135-87 adopted 4/14/87; Ordinance 415-09 adopted 3/24/09; Ordinance 474-12 adopted 8/21/12; Ordinance 497-13 adopted 3/19/13; Ordinance 548-14 adopted 12/16/14; Ordinance 852-24 adopted 6/27/2024; Ordinance 904-25 adopted 5/22/2025.

Subsection Q Site Plans.

- (4) Application Processing. All Conditional Use Permits shall be reviewed and approved administratively by staff. At the discretion of the Director of Planning, or designee, any Conditional Use Permit application may be forwarded to the Planning and Zoning Commission for action. The Director of Planning shall not have the authority to disapprove a Conditional Use Permit application and shall forward any application which the Director of Planning cannot approve to the Planning and Zoning Commission for action. The actions of the Planning and Zoning Commission may be appealed to the City Council. The City Council shall be the final approval authority.
- (5) Conditional Use Standards. When considering applications for a Conditional Use permit, the Director of Planning shall, on the basis of the site plan and information submitted, evaluate the impact of the use on, and the compatibility of the use with, surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location.
- (6) A certificate of occupancy shall not be issued until the final inspection shows that the project has been completed in accordance with the approved Conditional Use permit.
- (7) Maintenance of the property in conformance with the approved Conditional Use permit shall thereafter be a condition of a valid certificate of occupancy. Failure to maintain the property in conformance with an approved Conditional Use permit shall be a violation of this Section.

B. CONDITIONAL USE PERMIT REQUIRED FOR CERTAIN ALCOHOL BEVERAGE SALES.

- (1) Definitions.
 - (a) Alcoholic Beverage. Alcohol, or any beverage containing more than one-half (1/2) of one percent of alcohol by volume, which is capable of use for beverage purposes, either alone or when diluted, (Texas Alcoholic Beverage Code Section 1.04 Definitions).
 - (b) Restaurant with Alcoholic Beverage Sales. A restaurant utilized for the retail sale of alcoholic beverages for on-premises consumption is defined as a place of business in which the consumption of food is the main source of income (alcohol sales should constitute less than fifty-one percent (51%) of the total restaurant sales) with the consumption of alcoholic beverages as a secondary source of income.
 - (c) Restaurant, with Micro-Brewery. An establishment that serves food and alcoholic beverages and that prepares handcrafted natural beer or ale intended for consumption on the premises as an accessory use.
 - (d) Brewpub. An establishment where the on-site brewing of beer occurs as well as tasting and/or retail sales.
 - (e) Event Center. A building, facility, or portion thereof, which is rented, leased, or otherwise made available to any person or group for a private event or function, including weddings, wedding receptions, conventions, association meetings, parties, and banquets, and that is generally not open to the public, whether or not a fee is charged. Also known as an assembly hall. See also "event venue" below.

- (f) Event Venue. Similar to an Event Center, but of significantly smaller size, for example a renovated barn or a single room within a worship center.
 - (g) Special Event. Any festival, farmer's market, or other similar gathering that is open to the public without a charge for admittance and that is sponsored or organized by the City of Aubrey or to which the City of Aubrey is a partner with another organization, and which is held upon public property.
 - (h) Winery/Brewery Retail Sales. An establishment operated by the holder of a winery or brewery permit which has been lawfully issued to the permittee for the premises by the Texas Alcoholic Beverage Commission (or any successor entity thereto) in accordance with V.T.C.A., Alcoholic Beverage Code Ch. 16 for the on-premises consumption of wine and or beer.
- (2) Alcohol Sales for Restaurants, Brewpubs, Convenience Stores, Grocery Stores, and Wineries in Certain Zoning Districts.
- (a) Restaurants with Alcoholic Beverage Sales. Any such restaurant, defined in (1)(a) [subsection B(1)(a)], above, serving alcoholic beverages may be allowed in the General Retail (GR), Shopping Center (SC), Commercial (C), and Planned Development (PD) (with nonresidential uses) zoning districts through the application of a Conditional Use Permit, subject to the distance requirements and measurement standards described in Subsection (4) and (5), below. Restaurants shall not provide off-premises sales of alcoholic beverages through outside windows or drive through windows.
 - (b) Beer and Wine Sales. Convenience Store or Grocery Store. Alcoholic beverage sales for off-premises consumption (beer and wine only) may be allowed through a Conditional Use Permit (CUP) in the General Retail (GR), Shopping Center (SC), and Commercial (C) zoning districts. In addition, locations within a Planned Development District (PD) that have an underlying nonresidential zoning designation may be allowed through the CUP process subject to the distance requirements and measurement standards described in Subsection (4) and (5), below. The sale of beer and wine in a commercial building shall be considered a secondary use, and sales of beer and/or wine are less than seventy-five percent (75%) of the total sales, such as within a convenience store or grocery store.
 - (c) Event Center and Event Venue Sales. Alcoholic beverages sales for on-premises consumption at an Event Center or Event Venue shall follow the application process as Restaurants with Alcoholic Beverage Sales, described in (2)(a), above and be subject to the distance requirements and measurement standards described in Subsection (4) and (5), below.
 - (d) Winery or Brewpub. A winery or brewpub may be allowed in the General Retail (GR), Shopping Center (SC), Commercial (C), Industrial (IND), and Planned Development District (PD) (with nonresidential uses) zoning districts through the application for a Conditional Use Permit, subject to the distance requirements and measurement standards described in Subsection (4) and (5), below.
 - (e) Private Club Regulations. Private clubs are allowed by right in the Downtown Business/ Government zoning districts and may be allowed in the General Retail (GR), Shopping Center (SC), Commercial (C), and Planned Development (PD) (with

locations that are nonresidential in use) zoning districts with the application for a Conditional Use Permit, subject to the distance requirements and measurement standards described in Subsection (4) and (5), below.

- (i) All private clubs shall operate in accordance with a minimum of 35% of gross receipts be derived from the sale of food; and
 - (ii) All Conditional Use permits issued for the operation of private clubs may be canceled, suspended, or revoked in accordance with the provisions of this ordinance, or as the same shall be amended, which is incorporated herein by reference and made a part hereof for all purposes.
- (3) Sale of Alcoholic Beverages Prohibited in Residential Zoning Districts. The sale of alcoholic beverages is not allowed in areas zoned for residential use, including but not limited to planned development districts (PD) approved exclusively for residential uses. Except as otherwise specifically allowed by TABC or as otherwise provided herein, the sale of alcoholic beverages for on-premises consumption for "Country Clubs," "Golf Courses, Private Country Clubs" and "Golf Courses, Public/Municipal" in Single-Family Zoning Districts (AG-R, SF1, SF10, SF75, SFAC, MF, and PD) may be allowed through a Conditional Use Permit (CUP).
- (4) Distance Requirements for Low Volume Sales. Low volume sales include the uses listed in (2)(a) [Subsection B(2)(a)], above and including but not limited to restaurants with alcohol sales, private clubs, beer and wine sales as a secondary use, and brewpubs. Except as otherwise specifically allowed by the Texas Alcoholic Beverage Commission or as otherwise provided herein, no alcoholic beverages may be sold within 300 feet from a church, place of worship, hospital, or a public or private school.
- (5) Measurement. The method of measurement of such distances shall be in accordance with the terms of this section and the Texas Alcoholic Beverage Code, as amended. The measurement of the distance between the place of business and the establishment selling alcohol shall be as follows:
 - (a) Public or private school, day care or childcare facility: measured from the closest property line to property line, across intersections. When the alcohol sales are located on or above the fifth floor of a multistory building, the direct line shall be from the closest property line of the school or facility to the base of the multistory building and vertically up to the floor of the business conducting alcohol sales.
 - (b) Church, place of worship, or public hospital: measured from the primary front door of the church or hospital to the property line, along street lines, across intersections, to the front door of the business conducting alcohol sales.
- (6) Additional Relief from Distance Requirements. Should an application for alcohol sales not meet the distance requirements listed in (4) [subsection B(4)], above, the applicant may apply for relief from the distance requirements through the Specific Use Permit process and a variance from the City Council.
- (7) Fees established for Alcohol Sales. The fee for issuing a license or permit to operate, conduct, and maintain a business establishment selling alcoholic beverages in the City shall be in conformance with Aubrey Code of Ordinances, Appendix A, Fee Schedule and Chapter 4, Business Regulations, Article 4.02, Alcoholic Beverages.

C. CONDITIONAL USE PERMIT REQUIRED FOR TOBACCO SHOPS.

- (1) Distance Requirements. Tobacco shops may be allowed in the IND - Industrial Zoning District through the CUP process if the shop meets both of the following distance regulations:
 - (a) The tobacco shop shall be located a minimum of 1,000 feet from any public, private, or parochial school; and
 - (b) The tobacco shop shall be located a minimum of 1,000 feet from another tobacco shop. The measurement of the distance requirements for tobacco shops shall be in a direct line from the property line of one property line to the other property line.
- (2) Development and Operational Standards. Tobacco shops must meet and maintain the following standards:
 - (a) The tobacco shop shall not allow or permit a minor person to enter or remain within the premises without being accompanied by his or her parent or legal guardian.
 - (b) A tobacco shop that is located in a building sharing one or more common walls or sharing a common attic space with another retail or commercial establishment shall not allow product use on the premises in a manner that interferes with the adjacent establishment's use or enjoyment of the premises. Limited product testing prior to purchase is permitted inside the shop.
- (3) Failure to comply. Any breach of the regulations and/or development & operational standards detailed in this ordinance by any tobacco shop that has been issued a Conditional Use Permit and subsequently a Certificate of Occupancy for same shall be considered nonconforming and forfeit the rights granted under the CUP and/or CO. The proprietor shall be allowed a period of ten (10) business days to sufficiently correct the breach of regulations in the notice without further change in status.
- (4) Any existing establishment meeting the definition of a "tobacco shop" and retaining a valid Certificate of Occupancy as of the date of the adoption of this ordinance may remain in business so long as there is no lapse in operation of more than six months and/or the business changes ownership. Should either of these conditions exist, the Certificate of Occupancy shall be revoked and the establishment would no longer meet the criteria for legal nonconforming use - see also Chapter 14A, Section 26, "Nonconforming Uses."
- (5) Any Tobacco Shop application that the director determines needs additional scrutiny may be brought to the Planning & Zoning Commission for a recommendation and to City Council for a decision through the Specific Use Process (SUP). In addition, should an application for a Tobacco Shop fail to meet the distance requirements listed in [subsection] (1), above, the application may be considered by the Planning & Zoning Commission for a recommendation and to City Council for a decision through the Specific Use Permit process (SUP).
- (6) Tobacco Shop Definitions:

CBD is defined in Section 443.001 of the Texas Health and Safety Code, meaning a nonintoxicating cannabinoid found in cannabis and hemp. CBD shall also include all other hemp-derived products.

E-Cigarette means a battery-operated device that is typically designed to resemble a

traditional cigarette and is used to inhale a nicotine, CBD or hemp containing vapor whereby the user does not produce smoke. Also referred to as a "vapor smoking device" or more commonly as "vapes."

Paraphernalia means any device or instrument that is primarily designed for the smoking, chewing, or otherwise absorbing inhaling, snorting, sniffing, or ingesting into the body of tobacco, CBD or other hemp derived products as defined in the Texas Health and Safety Code. Items and devices classified as paraphernalia include but are not limited to the following: pipes, punctured metal bowls, bongs, water bongs, electric pipes, e-cigarettes, e-cigarette juice, vaporizers, hookahs, and devices for holding burning material. Lighters and matches are excluded from the definition of paraphernalia.

Tobacco means any preparation of nicotine-rich leaves which are cured and/or processed for use in smoking, chewing, or otherwise absorbing, inhaling, snorting, sniffing, or ingesting into the human body.

Tobacco Product means any product in leaf, flake, plug, liquid, or any other form which contains nicotine derived from the tobacco plant, or otherwise derived, which is intended to enable human consumption. For the purposes of this chapter the term "tobacco product" excludes any product that has been specifically approved by the United States Food and Drug Administration (FDA) for sale as a tobacco/smoking cessation product or for other medical purposes, where such product is marketed and sold solely for such a purpose.

Tobacco Shop means a retail establishment utilized primarily for the sale of cigarettes, electronic cigarettes, vaping devices, cigars, tobacco, CBD, pipes, edibles and other devices for the inhalation or consumption of tobacco, CBD or other hemp derived products, and other smoking supplies or paraphernalia, with no on-site smoking or tobacco consumption. Limited product testing prior to purchase is permitted inside the shop.

(Ordinance 905-25 adopted 5/22/2025)

§ 6-B. SPECIFIC USE PERMITS.²

A. SPECIFIC USE PERMIT REGULATIONS AND PROCESS.

- (1) Compatible and Orderly Development. A Specific Use Permit (SUP) may be granted to allow compatible and orderly development which may be suitable only in certain locations and zoning districts if developed in a specific way or only for a limited period of time.
- (2) Zoning District Compliance. Only those uses listed in the district regulations of the Zoning Ordinance may be granted a Specific Use permit. A Specific Use permit shall be effective from the date of approval until the specific use is modified. For example: a Specific Use permit may be issued for a snow-cone stand in retail zoning district regulations, for which the permit shall be effective from the date of approval until the snow-cone stand is removed from the property, the terms of which shall be described with the approval letter issued on the effective date by the Director of Planning.
- (3) Submittal Requirements. Specific Use permit applications to be submitted for review shall be submitted in accordance with Section 5 of the City's Zoning Ordinance, Subsection Q

2. Editor's Note: Former section 6 pertaining to conditional uses and specific use permits, was amended and replaced with similar provisions by Ordinance 905-25 adopted 5/22/2025. Prior to the replacement, this section derived from the following: Ordinance 135-87 adopted 4/14/87; Ordinance 415-09 adopted 3/24/09; Ordinance 474-12 adopted 8/21/12; Ordinance 497-13 adopted 3/19/13; Ordinance 548-14 adopted 12/16/14; Ordinance 852-24 adopted 6/27/2024; Ordinance 904-25 adopted 5/22/2025.

Site Plans.

- (4) Application Processing. Specific Use permits shall be brought to the Planning and Zoning Commission for their recommendation to the City Council, which is the final authority for Specific Use permits. In each case, a public hearing and notice of said public hearing to all property owners within 200 feet of the subject property must be conducted, as detailed in Section 28, Amendments, of the Zoning Ordinance.
- (5) Specific Use Permit Standards. When considering applications for a Specific Use Permit, the Planning and Zoning Commission in making its rendering its recommendation, or the City Council in rendering its decision, on the application, shall, on the basis of the application, and other information submitted, evaluate the impact of the specific use on, and the compatibility of the use with, surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. The Planning and Zoning Commission and the City Council shall specifically consider the extent to which:
 - (a) Comprehensive Plan Consistency. The proposed use at the specified location is consistent with the goals, objectives and policies contained in the adopted Comprehensive Plan;
 - (b) Zoning District Consistency. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;
 - (c) Supplemental Standards. The proposed use meets all supplemental standards specifically applicable to the use as set forth in this chapter;
 - (d) Character and Integrity. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and, as required by the particular circumstances.
- (6) A certificate of occupancy shall not be issued until the final inspection shows that the project has been completed in accordance with the approved Conditional Use permit.
- (7) Maintenance of the property in conformance with the approved Specific Use permit shall thereafter be a condition of a valid certificate of occupancy. Failure to maintain the property in conformance with an approved Specific Use permit shall be a violation of this Section.

B. SPECIFIC USE PERMITS REQUIRED FOR CERTAIN ALCOHOLIC BEVERAGES SALES.

- (1) Definitions.
 - (a) Alcoholic Beverage. Alcohol, or any beverage containing more than one-half (1/2) of one percent of alcohol by volume, which is capable of use for beverage purposes, either alone or when diluted.
 - (b) Bar or Tavern. An establishment principally for the sale and consumption of alcoholic beverages on the premises that derives seventy-five percent (75%) or more of its gross revenue on a quarterly (three-month) basis from the sale or service of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code, for on-premises consumption. If an establishment is located in a hotel or motel, the gross revenues of the particular establishment, rather than the gross revenues of the entire hotel or motel, will be used in calculating the percentage of revenues derived from the sale or service of alcoholic beverages.

- (c) Liquor Store or Package Store. A facility for the sale of beer, wine, and/or liquor not for on-premises consumption that derives seventy-five percent (75%) or more of its gross revenue from the on-premises sale of beer, wine, and/or liquor.
 - (d) Private Club. An establishment providing social and dining facilities, as well as alcoholic beverage service, to an association of persons united for a common goal, and otherwise falling within the definition of, and permitted under the provisions of the Texas Alcoholic Beverage Code, as the same may be hereafter amended, and as it pertains to the operation of private clubs.
 - (e) Winery. A wine-making facility that either ferments juices from grapes and/or other fruit, blends wines, or manufactures, bottles, labels, and packages wine, and/or performs any other activity authorized by Chapter 16, Winery Permit, of the Texas Alcoholic Beverage Code[,], as amended.
 - (f) Winery/Brewery/Distillery. A manufacturing plant designed to distill alcoholic spirits such as wine, beer, ale, or liquor. No on-premises individual sales of alcoholic beverages are allowed.
- (2) Permits Required for Alcohol Sales. Before any certification from the Texas Alcoholic Beverage Commission (TABC) or other documentation of approval is signed by any City representative, such certificate or documentation shall be submitted to the Planning and Zoning coordinator to ensure:
- (a) That the application complies with all provisions of this and all applicable ordinances, including applicable distance requirements;
 - (b) That a Specific Use Permit (SUP) application is officially submitted with the payment of applicable fees;
 - (c) That proof is submitted that a representative of TABC has approved the submittal of an application for license; and
 - (d) That the Chief of Police or Director of Public Safety has reviewed the SUP application.
 - (e) Following the recommendation by the Planning and Zoning Commission and approval of the SUP application by the City Council, a license or permit shall be issued to the applicant to be used at a specific address, in a specific zoning district, for specific types of alcohol sales, as described in the application for a Specific Use Permit. Said license shall be subject to a City fee, as described in Section 6(C)(2) [Subsection 6-AB.(7)]. A certificate of occupancy for the business shall be submitted, reviewed, and approved prior to commencement of sales.
- (3) Fees established for Alcohol Sales. The fee for issuing a license or permit to operate, conduct, and maintain a business establishment selling alcoholic beverages in the City shall be in conformance with Aubrey Code of Ordinances, Appendix A, Fee Schedule and Chapter 4, Business Regulations, Article 4.02, Alcoholic Beverages.
- (4) Zoning Compliance Required. No permit shall be granted under the terms of this section unless the location at which the business is sought to be established and maintained is an allowed use under the Comprehensive Zoning Ordinance of the City as of or after the effective date thereof.

(5) Alcohol Sales for Package Stores, Bars or Taverns, or Distilleries in Certain Zoning Districts.

- (a) Package Store. A facility for the sale of beer, wine, and/or liquor not for on-premises consumption that derives seventy-five percent (75%) or more of its gross revenue from the on-premises sale of beer, wine, and/or liquor may be allowed in the General Retail (GR), Shopping Center (SC), and Commercial (C) zoning districts with the application for a Specific Use Permit. Planned Development Districts (PD) with nonresidential uses may be allowed through a SUP. In addition, a package or liquor store shall not have walk-up window access and shall not have drive-through or drive-up access. A liquor (package) store shall be located in one of the following:
- (i) In premises where two or more businesses are located within a single building (such as a "strip center"), the portion of the building that sells alcoholic beverages shall be coordinated with the rest of the building in terms of exterior materials, roof shape and materials, window size and number, entrances, and in all ways shall be compatible with the building setbacks, orientation, and relationship of building style to the other businesses within and near the structure and to the street. Signage should also be sized and contextually similar to the other business signs within the center.
 - (ii) In a stand-alone structure that shall have a minimum building square footage of 20,000 square feet.
- (b) Bars or Taverns with Alcoholic Beverage Sales. A bar or tavern is defined as a business where the sale of alcoholic beverages for on-premises consumption is the primary source of income. Such bar or tavern serving alcoholic beverages may be allowed in the General Retail (GR), Shopping Center (SC), Commercial (C), and Planned Development Districts (PD) (with nonresidential uses) zoning districts with the application for a Specific Use Permit shall be subject to the following regulations and processes described in (5)(b)(i) through (xiii) [sic], above, with the exception that a bar or tavern shall not be located closer than three hundred (300) feet to any property used exclusively for religious or educational purposes. The method of measurement shall be in accordance with TABC rules allowing the vertical distance to count toward separation. A hotel shall not be considered a residential use for the purpose of this section. A bar or tavern shall be inspected and shall comply with all applicable local regulations, including but not limited to building codes, fire codes, plumbing codes, electrical codes and ordinances. Bars or taverns shall be regulated by Article 4.02 Alcoholic Beverages, Division 1, Generally, Section 4.02.009 Distance requirements applicable to certain establishments with high sales of alcoholic beverages, Section 10(b) [Subsection B.(9)(b)] and with the measurement method described in Section 10(c) [Subsection B.(9)(c)].
- (c) Distillery. A distillery may be allowed in the General Retail (GR), Shopping Center (SC), Commercial (C) Industrial (IND), and Planned Development District (PD) (with nonresidential uses) zoning districts with the application for a Specific Use Permit. Distance requirements applicable to certain establishments with high sales of alcoholic beverages, Section 10(b) and with the measurement method described in Section 10(c).

(6) Specific Use Permit (SUP) Process for Alcohol Sales.

- (a) SUP Required. Except as specifically provided herein, no persons shall manufacture, sell, offer for sale, distribute, or engage in any other activity for which a permit or license is required by the Texas Alcoholic Beverage Code within the City without first obtaining a Specific Use Permit to do so from the City. All of the provisions of the Specific Use Permit procedure shall apply as per the City's Code of Ordinances, Chapter 14, Exhibit 14A, Zoning Ordinance, as amended. In the event of a conflict between the general regulations governing Specific Use Permits and the provisions contained in this section, the provisions of this section shall control.
 - (b) SUP Application. In order for a person to engage in the sale of alcoholic beverages, a formal application for a SUP shall be filed with the planning and zoning coordinator with the appropriate fee established by the City. The Planning & Zoning coordinator shall process the application by submitting it to the Planning & Zoning Commission for their review and recommendation to the City Council for approval or disapproval. The City Council will consider and approve or disapprove the granting of a SUP for the sale of alcoholic beverages.
 - (c) SUP Process. All SUP applications shall be considered by the Planning & Zoning Commission which shall make a recommendation on such application to the City Council. The City Council shall make the final decision on all SUP applications. Public hearings on the SUP application shall be required for both the Commission and the Council. Written notices of those hearings shall be sent to City of Aubrey landowners within 200 feet of the subject property, and notice shall be published in the local newspaper as outlined in the Chapter 14, Zoning, Exhibit 14A, Zoning Ordinance, Section 28, Amendments, as amended.
 - (d) Site Plan/Floor Plan Required. The applicant shall submit a Site Plan/Floor Plan as part of the SUP application process in accordance with the City's Zoning, Chapter 14, Exhibit 14A, Zoning Ordinance, [Section 5] Subsection Q, Site Plans.
- (7) Criteria for Approval of SUP. The following general conditions apply to all Specific Use Permits (SUP) allowing the sale of any alcoholic beverages:
- (a) The applicant must design and operate the establishment for which an SUP is sought in such a manner that the proposed use or actual use of the premises shall not substantially increase traffic congestion or create overcrowding in the establishment or in the immediately surrounding area.
 - (b) The applicant must comply with applicable licensing and permit provisions of the Texas Alcoholic Beverage Code, as amended from the date of the issuance of the SUP by the City Council.
 - (c) As required, the applicant shall bear the burden of showing that the establishment does not exceed the limitation on gross receipts from the sales of alcoholic beverages applicable to its license and SUP. The applicant shall maintain accounting records of the sources of its gross revenue and allow the City to inspect such records during reasonable business hours[.]
 - (d) The applicant shall, at all times, provide an adequate number of employees for security purposes to adequately control the establishment premises to prevent incidents of drunkenness, disorderly conduct and raucous behavior. The applicant shall consult with the chief of police/director of public safety who shall act in an advisory capacity

to determine the number of qualified employees necessary to meet his/her obligation hereunder.

- (e) The establishment shall provide adequate parking spaces to accommodate its employees and patrons. Provided however, the number of parking spaces shall never be less than those required for similar uses in that zoning district where the establishment is located.
 - (f) The applicant shall operate the establishment in such a manner as to prevent excessive noise, dirt, litter, and odors in the establishment and in the surrounding area and operate the establishment in such a manner as to minimize disturbance to surrounding property owners and in compliance with all applicable City ordinances and state laws.
 - (g) Unless specified as a condition of approval by the City Council for an SUP, a Specific Use Permit issued for any alcoholic beverage sales under this section shall automatically expire upon a change in use of the property, change of ownership to the property, and/or business, and/or upon the revocation, termination, or expiration of the certificate of occupancy.
 - (h) All Specific Use permits issued under this section shall be further conditioned that the same may be discontinued if the use for which the SUP was granted ceases to be operated at the permitted location for a minimum period of six (6) continuous months, or as otherwise provided for the revocation of SUPs, as outlined in the comprehensive zoning ordinance, as amended.
 - (i) It is unlawful for any person to sell, offer for sale, or deliver any beer, wine, or liquor, except within those hours as prescribed in the Texas Alcoholic Beverage Code, as amended, including but not limited to Chapter 105 of the Texas Alcoholic Beverage Code, as amended.
- (8) Criteria for Denial of SUP. The City Council may deny an SUP if it affirmatively determines that the issuance of such SUP:
- (a) The use is incompatible with the surrounding uses or property; or
 - (b) The use is detrimental or offensive to the neighborhood or contrary to the health, safety, and general welfare of the City and its inhabitants; or
 - (c) The use is found to be in noncompliance with any City ordinances, including without limitation failure to comply with any one (1) or more of the provisions of this section.
- (9) Distance Requirements.
- (a) High Volume Sales. High volume sales include package or liquor stores, bars or taverns, wineries, and distilleries. An establishment that derives seventy-five percent (75%) or more of the establishment's gross revenue from the sale of alcoholic beverages for on-premise[s] consumption may not be located within 1,000 feet of a public school, private school, church, day care center or child care facility, as those terms are described by TABC. Alcohol sales for on-site consumption in an establishment defined as a "bar or tavern" shall not be located within 1,000 feet of another like business. Alcohol sales for off-premises consumption in an establishment defined as a "liquor or package store" shall not be located within 2,000 feet of another like business.

- (b) Measurement. The method of measurement of such distances shall be in accordance with the terms of this section and the Texas Alcoholic Beverage Code, as amended. The measurement of the distance between the place of business and the establishment selling alcohol shall be as follows:
 - (i) Public or private school, day care or childcare facility: measured from the closest property line to property line, across intersections. When the alcohol sales are located on or above the fifth floor of a multistory building, the direct line shall be from the closest property line of the school or facility to the base of the multistory building and vertically up to the floor of the business conducting alcohol sales.
 - (ii) Church, place of worship, or public hospital: measured from the primary front door of the church or hospital to the property line, along street lines, across intersections, to the front door of the business conducting alcohol sales.
- (c) Exception to Distance Requirements. Pursuant to Section 11 of Ord. 484-12, adopted on November 20, 2012, the City Council may allow variances to the distance requirement regulations in Section 9(a) and 9(b) [Subsection B.(9)(a) and B.(9)(b)] of this Ordinance if the City Council determines that enforcement of the distance requirements in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the City Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines that a variance is in the best interest of the community.
- (d) Upon recommendation by the Planning and Zoning Commission, the City Council may allow an exception upon proof by the applicant that he/she meets the following criteria:
 - (i) Documented approval from surrounding property owners within the distance requirements for which the exception is sought;
 - (ii) Proof of preliminary approval from the Texas Alcoholic Beverage Commission;
 - (iii) A determination by Council that the enforcement of the regulations in a particular instance is not in the best interest of the public; and
 - (iv) After consideration of the health, safety, and welfare of the public and the equities of such regulation, the Council determines that the exception is in the best interest of the community.
- (10) Special Events. Alcoholic beverage sales shall be permitted for special events as adopted in Chapter 4, Business Regulations, Article 2, Alcoholic Beverages, City of Aubrey Code of Ordinances.
- (11) Sale, Consumption, and Possession of Alcoholic Beverages on public property.
 - (a) It shall be unlawful for any person to consume or possess any alcoholic beverage on:
 - (i) Any public street or alley in the City;

- (ii) Any public place adjacent to any street or alley in the City;
 - (iii) Any city-owned or controlled park, including any reserved area within any park, playground, recreation center, cemetery, or any other area devoted to active or passive recreation, including all planted medians, pedestrian or bikeways, all parking lots servicing parks and public areas, landscaped parkways, triangles, and traffic islands maintained by the City;
 - (iv) Any public athletic field and all parking lots servicing such athletic fields; and
 - (v) Any public street, public alley, or public sidewalk within one thousand (1,000) feet of the property line of a facility that is a public or private school, including a parochial school, that provides all or any part of pre-kindergarten through twelfth grade in the buildings or on the grounds of any public school.
- (b) Special Events. The sale of beer and/or wine shall be permitted for Special Events sponsored or organized by the City of Aubrey or to which the City of Aubrey is a partner with another organization, and which is held upon public property per the City of Aubrey Code of Ordinances, Article 4.02 Alcoholic Beverages.
- (12) Establishments Selling Alcoholic Beverages in Existence Prior to this Ordinance.
- (a) Establishments selling alcoholic beverages in existence prior to this ordinance being adopted are deemed to have not met the Specific Use Permit requirement.
 - (b) Existing establishments selling alcoholic beverages shall apply for a Specific Use Permit three (3) months prior to the TABC permit annual renewal.

USE CHART:

P = Permitted

S = Specific Use Permit

C = Conditional Use Permit

Permit Blank = not permitted

ALCOHOL BEVERAGE SALES					
ZONING DISTRICT	GR	SC	C	IND	PD*
USE					
Convenience Store Sales of Beer and Wine	C	C	C	C	C
Grocery Store Sales of Beer and Wine	C	C	C		C
Bar or Tavern	S	S	S		S
Restaurant Serving Mixed Beverages	C	C	C		C
Restaurant Serving Beer and Wine	C	C	C		C
Winery	C	C	C	C	C
Brewpub	C	C	C	C	C
Winery/Brewery/Distillery	S	S	S	S	S
Winery/Brewery Retail Sales	C	C	C	C	C

ALCOHOL BEVERAGE SALES					
ZONING DISTRICT	GR	SC	C	IND	PD*
USE					
Liquor Store or Package Store	S	S	S		S
Private Club	S	S	S		S
*Applies only to nonresidential portions of Planned Developments.					

(Ordinance 905-25 adopted 5/22/2025)

§ 7. ANNEXED TERRITORY.

- A. ANNEXED TERRITORY TO BE ZONED SF1. All territory hereafter annexed to the City of Aubrey shall be temporarily classified as Single-Family 1 (SF1) District until permanent zoning is established by the City Council, except as provided in Section 7.C below. The procedure for establishing permanent zoning on annexed territory shall conform to the procedure established by law for the adoption of the original zoning regulations.
- B. REGULATIONS FOR TEMPORARY SF1 DISTRICTS. In an area temporarily classified as SF1:
- (1) No person shall erect, construct or add to any building or structure or cause same to be done in any newly annexed territory without first applying for and obtaining a building permit or certificate of occupancy from the building official or City Council as required herein.
 - (2) No permit for the construction of a building or use of land shall be issued other than a permit which will allow construction of a building permitted in SF1 district(s) unless and until such territory has been classified in a zoning district other than a Single-Family 1 (SF1) District.
 - (3) An application for a permit for any use other than that specified above shall be made to the zoning administrative official and by him referred to the Planning and Zoning Commission for consideration and recommendation to the City Council. The Planning and Zoning Commission in making its recommendation shall take into consideration the appropriate land use for the area and the overall plan for the city. The City Council, after receiving and reviewing the recommendations of the Planning and Commission may, by majority vote, authorize the issuance of a building permit or certificate of occupancy or may disapprove the application as their findings may indicate appropriate in the public interest.
- C. CONCURRENT REZONING AND ANNEXATION. Application(s) for permanent zoning of a newly annexed area may be considered by the city at the same time as the area is being considered for annexation, although annexation procedures must be completed prior to any final zoning actions by the City Council.

(Ordinance 135-87 adopted 4/14/87)

§ 8. CLASSIFICATION OF NEW AND UNLISTED USES.

It is recognized that new types of land use will develop and forms of land use not anticipated may seek to locate in the City of Aubrey. In order to provide for such changes and contingencies a determination as to the appropriate classification of any new or unlisted form of land use shall be made as follows:

- (1) The zoning administrative official shall refer the question of any new or unlisted use to the Planning and Zoning Commission requesting an interpretation as to the zoning classification into which such use should be placed. The referral of the use interpretation question shall be accompanied by a statement of facts listing the nature of the use and whether it involves dwelling activity, sales, processing, type of product, storage, and amount or nature thereof, enclosed or open storage, anticipated employment, transportation requirements, the amount of noise, odor, fumes, toxic material and vibration likely to be generated and the general requirements for public utilities such as water and sanitary sewer.
- (2) The Planning and Zoning Commission shall consider the nature and described performance of the proposed use and compatibility with the uses permitted in the various districts and after public hearing determine the zoning district or districts within which such use should be permitted.
- (3) The Planning and Zoning Commission shall transmit its findings and recommendations to the City Council as to the classification proposed for any new or unlisted use. The City Council may approve the recommendation of the Planning and Zoning Commission or make such determination concerning the classification of such use as is determined appropriate after giving consideration to the facts and recommendations.

(Ordinance 135-87 adopted 4/14/87)

§ 9. AG-R - AGRICULTURAL RESIDENTIAL DISTRICT.

- A. PURPOSE. The AG District is intended to be used primarily in areas where agricultural uses should be retained and where scattered nonfarm growth should be prevented.
- B. USES PERMITTED.
 - (1) Agriculture -Any customary agricultural use, building, or structure including nurseries, greenhouses, orchards, truck farms and animal farms.
 - (2) Residential -Single-family detached dwellings.
 - (3) Institutional -Churches and parish houses; cemeteries and crematories for the human dead; school(s) and colleges, including dormitories; public buildings and structures of the recreational, cultural, administrative and public service type; parks, playgrounds, neighborhood recreational centers.
 - (4) Private recreation -Private noncommercial recreation areas, including country clubs, riding stables, swim clubs, and similar uses.
 - (5) Dairies and related establishments for processing milk products, not including retailing.
 - (6) Public utilities and railroad right-of-way and tracks not including terminals, railroad yards, reservoirs, water towers, pumping plants, or storage yards.
 - (7) Government use, as defined in section 4.
- C. CONDITIONAL USES. The following uses shall be permitted only if expressly authorized by the City Council:
 - (1) Hospitals for human care and veterinary hospitals of any kind provided that the hospital grounds shall be at a distance of at least two hundred (200) feet from any residential district.
 - (2) Sewage disposal by the city or their authorized agents, subject to health department

approval.

- (3) Utility stations and communications -Static transformer stations, booster stations, transmitters and utility stations, when operating requirements necessitate locating in the district, provided there is no yard or garage for service or storage, and provided further that the premises upon which the utility station is erected and maintained shall be appropriately landscaped and screened so as to be in harmony with the general appearance of the neighborhood and not objectionable as to noise, odor, vibration or other disturbances.
- (4) Radio and television transmitter tower.
- (5) Essential service -Defined in Section 4.A(39) [4(39)].
- D. ACCESSORY USES. Accessory uses, buildings, or structures customarily incidental to any aforesaid permitted or conditionally permitted uses, including the following:
 - (1) Temporary fruit stands on any premises used for agricultural purposes.
 - (2) Parking facilities -Garages, carports, or other parking spaces for the exclusive use of residents of the premises in accordance with Section 25.
 - (3) Swimming pools.
- E. AREA; YARD; HEIGHT; AND LOT COVERAGE REQUIREMENTS. The requirements regulating the minimum lot size, minimum yard sizes (front, side, and rear) maximum building height (stories and feet), and maximum percent of lot coverage by buildings, as pertains to this district, shall conform with the provisions of Section 22, "Schedule of District Regulations" and other applicable provisions of Section 23, "Supplementary District Regulations."
(Ordinance 135-87 adopted 4/14/87; Ordinance 776-23 adopted 1/26/2023)

§ 10. SF1 - SINGLE-FAMILY RESIDENTIAL 1 ACRE LOT.

- A. PURPOSE. The SF1 District is established to allow for larger lots with one (1) family dwelling structure per lot. This district is intended to provide for residential lands to accommodate more rural settings and accessory yard uses. These lots should be generally located in groups, blocks, or areas where the accessory uses of the land do not either materially or in an obnoxious manner influence neighboring properties. The SF1 District is also a temporary classification for newly annexed land.
- B. USES PERMITTED. The following uses shall be permitted:
 - (1) One-family dwellings, detached.
 - (2) Agricultural uses, but not including commercial dairies, commercial dog kennels, commercial hatcheries, and commercial mink, fox, or other fur-bearing animal farms and rat farms. Buildings and structures used for sheltering or feeding livestock shall be located not less than twenty-five (25) feet from any adjoining lot in any residential district.
 - (3) Parks and playgrounds.
 - (4) Accessory uses, including but not limited to the following:
 - (a) Athletic field and playfields, noncommercial including stadiums or grandstands.

- (b) Dwelling units and lodging rooms in detached buildings for persons regularly employed on the premises and the employees' immediate families.
 - (5) Government use, as defined in section 4.
 - C. CONDITIONAL USES. The following conditional uses may be allowed in a district subject to the provisions of Section 6, and the distances specified in this subsection shall prevail unless they are modified by the board of adjustment in accordance with the provisions of Section 6.
 - (1) Public utility and public service uses as follows:
 - (a) Electric substations.
 - (b) Gas odorizing stations and gate stations.
 - (c) Radio and television towers.
 - (d) Railroad right-of-way, but not including railroad yards and shops, freight and service buildings, or right-of-way for switch, lead, spur, or team tracks.
 - (e) Telephone exchanges and transmission equipment buildings.
 - (f) Privately owned water pumping stations and water reservoirs.
 - (2) Outdoor recreational premises, clubs and grounds for swimming, tennis, boating, horse riding, skiing, and other sports. Accessory clubhouses and maintenance buildings.
 - (3) Churches, parish houses, and convents.
 - (4) Public and private schools.
 - D. AREA; YARD; HEIGHT; AND LOT COVERAGE REQUIREMENTS. The requirements regulating the minimum lot size, minimum yard sizes (front, side, and rear) maximum building height (stories and feet), and maximum percent of lot coverage by buildings, as pertains to this district, shall conform with the provisions of Section 22, "Schedule of District Regulations" and other applicable provisions of Section 23, "Supplementary District Regulations."
 - E. AUTOMOBILE PARKING SPACE REGULATIONS. For automobile parking requirements, see Section 25.
- (Ordinance 135-87 adopted 4/14/87; Ordinance 776-23 adopted 1/26/2023)

§ 11. SF10 - SINGLE-FAMILY RESIDENTIAL 10,000 SQUARE FOOT LOT.

- A. PURPOSE. This district is the predominant single-family housing district in the city. Development in the SF10 district is limited primarily to single-family dwellings and certain community and recreational facilities to serve residents of the district.
- B. USES PERMITTED. The following uses shall be permitted:
 - (1) One-family dwellings, detached.
 - (2) Parks and playgrounds.
 - (3) Athletic fields and playfields, noncommercial, including stadiums and grandstands.

(4) Government use, as defined in section 4.

C. CONDITIONAL USES. The following conditional uses may be allowed in the SF10 District, subject to the provisions of Section 6, and the distances specified in this subsection shall prevail unless they are modified by the planning and zoning commission in accordance with the provisions of Section 6.

(1) Public utility and public services uses as follows:

(a) Electric substations.

(b) Gas odorizing stations and gate stations.

(c) Railroad right-of-way, but not including railroad yards and shops, freight and service buildings, or rights-of-way for switch, lead, spur or team tracks.

(d) Telephone exchanges and telephone transmission equipment buildings.

(e) Privately owned water pumping stations and water reservoirs.

(2) College and universities, provided that the zoning lot shall be not less than forty (40) acres.

(3) Churches, parish houses, convents.

(4) Public and private schools.

D. AREA; YARD; HEIGHT; AND LOT COVERAGE REQUIREMENTS. The requirements regulating the minimum lot size, minimum yard sizes (front, side, and rear), maximum building height (stories and feet), and maximum percent of lot coverage by buildings, as pertains to this district, shall conform with the provisions of Section 22, "Schedule of District Regulations" and other applicable provisions of Section 23, "Supplementary District Regulations."

E. AUTOMOBILE PARKING SPACE REGULATIONS. For parking space requirements, see Section 25.

(Ordinance 135-87 adopted 4/14/87; Ordinance 776-23 adopted 1/26/2023)

§ 12. SF75 - SINGLE-FAMILY RESIDENTIAL 7,500 SQUARE FEET.

A. PURPOSE. This district provides a slightly higher density single-family housing district in the city. Development in the SF75 district is limited primarily to single-family dwellings and certain community and recreational facilities to serve residents of the district.

B. USES PERMITTED. The following uses shall be permitted:

(1) One-family dwellings, detached.

(2) Parks and playgrounds.

(3) Athletic fields and playfields, noncommercial, including stadiums and grandstands.

(4) Accessory uses, including but not limited to the following:

(a) Athletic field and playfields, noncommercial, including stadiums of grandstands.

(b) Dwelling units and lodging rooms in detached buildings for persons regularly

employed on the premises and the employees' immediate families.

(5) Government use, as defined in section 4.

C. CONDITIONAL USES. The following conditional uses may be allowed in an SF75 District subject to the provisions of Section 6, and the distances specified in this subsection shall prevail unless they are modified in accordance with the provisions of Section 6.

(1) Public utility, and public service uses as follows:

- (a) Electric substations.
- (b) Gas odorizing stations and gate stations.
- (c) Radio and television towers.
- (d) Railroad right-of-way, but not including railroad yards and shops, freight and service buildings, or right-of-way for switch, lead, spur, or team tracks.
- (e) Telephone exchanges and transmission equipment buildings.
- (f) Privately owned water pumping stations and water reservoirs.

(2) Outdoor recreational premises, clubs and grounds for swimming, tennis, boating, horse riding, skiing, and other sports. Accessory clubhouses and maintenance buildings.

D. CONDITIONAL USES. The following conditional uses may be allowed in the SF75 District, subject to the provisions of Section 6, and the distances specified in this subsection shall prevail unless they are modified by the City Council in accordance with the provisions of Section 6.

(1) Public utility and public service uses as follows:

- (a) Electric substations.
- (b) Gas odorizing stations and gate stations.
- (c) Railroad right-of-way, but not including railroad yards and shops, freight and service buildings, or rights-of-way for switch, lead, spur or team tracks.
- (d) Telephone exchanges and telephone transmission equipment buildings.
- (e) Privately owned water pumping stations and water reservoirs.

(2) College and universities, provided that the zoning lot shall be not less than forty (40) acres.

(3) Churches, parish houses, convents.

(4) Public and private schools.

Editor's note—Ordinance 135-87, section 12, contained two subsections C., "Conditional Uses," as set out above.

E. AREA; YARD; HEIGHT; AND LOT COVERAGE REQUIREMENTS. The requirements regulating the minimum lot size, minimum yard sizes (front, side, and rear), maximum building height (stories and feet), and maximum percent of lot coverage by buildings, as pertains to this district, shall conform with the provisions of Section 22, "Schedule of District Regulations" and

other applicable provisions of Section 23, "Supplementary District Regulations."
(Ordinance 135-87 adopted 4/14/87; Ordinance 776-23 adopted 1/26/2023)

§ 13. SFAC - TWO-FAMILY RESIDENTIAL ATTACHED.

- A. PURPOSE. The SFAC two-family duplex dwelling district is established to stabilize and protect characteristics of low density residential areas. This district may be suitable as a buffer zone between single-family and higher intensity uses. Development in the SFAC District is limited primarily to single-family and two-family dwellings and certain community and recreational facilities to service residents of the district.
- B. PERMITTED USES. The following uses shall be permitted:
 - (1) Two-family dwellings with additional lot area(s) required herein.
 - (2) Government use, as defined in section 4.
- C. (RESERVED).
- D. AREA; YARD; HEIGHT; AND LOT COVERAGE REQUIREMENTS. The requirements regulating the minimum lot size, minimum yard sizes (front, side, and rear), maximum building height (stories and feet), and maximum percent of lot coverage by buildings, as pertains to this district, shall conform with the provisions of Section 22, "Schedule of District Regulations" and other applicable provisions of Section 23, "Supplementary District Regulations."
- E. AUTOMOBILE PARKING SPACE REGULATIONS. For parking space requirements, see Section 25.
(Ordinance 135-87 adopted 4/14/87; Ordinance 579-16, sec. 2, adopted 12/15/15; Ordinance 776-23 adopted 1/26/2023)

§ 14. MF - MULTIPLE-FAMILY RESIDENTIAL.

- A. PURPOSE. The MF District is established to meet the needs for higher density residential area aesthetics, is environmentally sound, is compatible to the neighborhood, and promotes the character of the community.
- B. USES PERMITTED. The following uses shall be permitted:
 - (1) Multiple-family dwellings and clustered multiple-family dwellings, which clustered multiple-family dwellings have a site plan approved by the Planning and Zoning Commission for the particular project in which they are proposed;
 - (2) Townhouses;
 - (3) Two-family dwelling units;
 - (4) Public and private schools;
 - (5) Churches, parish houses, convents;
 - (6) Country clubs, tennis courts, and such additional recreational uses as are for private recreation purposes or private club recreational purposes. Clubhouses and maintenance buildings shall be located not less than two hundred (200) feet from any adjacent lot in an adjoining residence district;

- (7) Parks and playgrounds;
 - (8) Accessory uses, including but not limited to the following:
 - (a) Athletic field and playfields, noncommercial, including stadiums and grandstands;
 - (b) Temporary buildings for storage of building materials and equipment and construction purposes, when on the same or adjoining lot as the principal use, for a period not to exceed the duration of such construction;
 - (9) Day care center; subject to the following conditions, and upon approval of a Specific Use Permit, subject to the provisions of Section 6:
 - (a) Hours of operation not to exceed 6:00 a.m. to 10:00 p.m.;
 - (b) Adherence to all state requirements that govern day care centers for children and adults;
 - (c) Day care center should provide adequate outdoor recreation space.
 - (10) Government use, as defined in section 4.
- C. CONDITIONAL USES. The following conditional uses may be allowed in the MF District subject to the provisions of Section 6:
- (1) One-family dwelling units.
- D. AREA; YARD; HEIGHT; AND LOT COVERAGE REQUIREMENTS. The requirements regulating the minimum lot size, minimum yard sizes (front, side, and rear), and maximum building height (stories and feet), and maximum percent of lot coverage by buildings, as pertains to this district, shall conform with the provisions of Section 22, "Schedule of District Regulations," and other applicable provisions of Section 23, "Supplementary District Regulations."
- E. AUTOMOBILE PARKING SPACE REGULATIONS. For parking space regulations, see Section 25.
- F. ADDITIONAL REQUIREMENTS. Any multiple-family dwelling which accepts children shall provide designated playground areas with not less than one thousand (1,000) square feet of usable area per ten (10) units of living area. For each additional unit, twenty-five (25) square feet per unit shall be required. Playground areas shall not be more than three hundred (300) feet from any individual multiple-family unit.
- (Ordinance 135-87 adopted 4/14/87; Ordinance 579-16, sec. 3, adopted 12/15/15; Ordinance 643-18, sec. 2, adopted 9/28/18; Ordinance 776-23 adopted 1/26/2023)

§ 15. GR - GENERAL RETAIL.

- A. PURPOSE. The GR District is established to accommodate the shopping needs of residents in adjacent residential areas. This district is meant to be used in limited areas where retail or service establishments deal directly with customers. Businesses in the GR District should be oriented to satisfying the daily and frequent shopping needs of the neighborhood consumer.
- B. GENERAL CONDITIONS.

- (1) Business uses above the ground floor are permitted on any floor above the ground floor except in those buildings where dwelling units are established.
- (2) All business establishments shall be retail or service establishments which deal directly with the customers. All goods produced on the premises shall be sold to consumers only on the premises where produced.
- (3) All business, servicing or processing, except for off-street parking, off-street loading, temporary display of merchandise such as garden, lawn, and recreational supplies and equipment for sale to the public, and automobile service station operation, shall be conducted within completely enclosed buildings.
- (4) Business establishments are restricted to a maximum gross floor area of five thousand (5,000) square feet on the ground floor, exclusive of any floor area devoted to off-street parking or loading.
- (5) Parking of trucks as an accessory use, when used in the conduct of a permitted business listed in this section, shall be limited to vehicles of not over one and one-half (1-1/2) ton capacity when located within one hundred fifty (150) feet of a residence district boundary line.

C. USES PERMITTED. The following uses shall be permitted:

- (1) Day care center; subject to the following conditions, and upon approval of a Specific Use Permit, subject to the provisions of Section 6:
 - (a) Hours of operation not to exceed 6:00 a.m. to 10:00 p.m.;
 - (b) Adherence to all state requirements that govern day care centers for children and adults;
 - (c) Day care center should provide adequate outdoor recreation space.
- (2) Neighborhood retail sales and service such as:
 - (a) Art shops, artist's and professional studios, beauty parlors, clothing stores, drugstores, grocery stores, markets or supermarkets, hardware stores, household appliance and fixture repair shops, post office stations, self-service laundries.
 - (b) Shops for the following and similar occupations: barber, cabinet maker, electrician, jeweler, watchmaker, locksmith, optician, painter, plumber, shoemaker, tailor;
- (3) Business and professional offices;
- (4) Professional offices such as doctors, dentists, attorneys, chiropractors, psychologists, insurance, real estate, architects, engineers, accountants, building contractors, and other similar uses.
- (5) Clinics, both medical and dental that could include pharmaceutical sales provided that such pharmacies are complementary to the primary clinic use of the structure. Other similar medical or dental, diagnostic or therapeutic facilities (except residences) are permitted.
- (6) Bakeries, cafes, confectionaries, ice cream shops, and restaurants which prepare foodstuffs for on-site retail sale only;

- (7) Automobile parking lots and structures;
 - (8) Other neighborhood retail sales or service uses which are similar in character to those enumerated above and which will not be dangerous or otherwise detrimental to persons residing or working in the vicinity thereof, or to the public welfare, and will not impair the use, enjoyment or value of any property, but not including any use permitted in a SC, C, or IND District;
 - (9) Churches;
 - (10) Public utility and public service uses as follows:
 - (a) Electric substations.
 - (b) Gas odorizing stations, and gate stations.
 - (c) Radio and television towers.
 - (d) Railroad right-of-way, but not including railroad yards and shops, freight and service buildings, or rights-of-way for switch, lead, spur or team tracks.
 - (e) Telephone exchanges and transmission equipment buildings.
 - (f) Privately owned water pumping stations and water reservoir.
 - (11) Government use, as defined in section 4.
- D. CONDITIONAL USES. The following conditional uses may be allowed in the GR district subject to the provisions of Section 6.
- (1) Hotels and motels, provided that the zoning lot shall be not less than one (1) acre;
 - (2) Dwelling units, restricted to a total gross floor area of five thousand (5,000) square feet above the ground floor of a commercial building; and
 - (3) For GR zones within the scope of the City's adopted Downtown Master Plan (adopted by Ordinance 557-15), dwelling units are restricted to a multistory building and limited to a total gross floor area of five thousand (5,000) square feet of a commercial building.
- E. AREA; YARD; HEIGHT; AND LOT COVERAGE REQUIREMENTS. The requirements regulating the minimum lot size, minimum yard sizes (front, side, and rear), maximum building height (stories and feet), and maximum percent of lot coverage by buildings, as pertains to this district, shall conform with the provisions of Section 22, "Schedule of District Regulations," and other applicable provisions of Section 23, "Supplementary District Regulations."
- F. AUTOMOBILE PARKING SPACE REGULATIONS. For parking space regulations, see Section 25.
- G. SCREENING. In the GR District, wherever a GR use abuts the SF1, SF10, SF75, SFAC, and MF, a wall or fence of not less than six (6) feet in height is required.
(Ordinance 135-87 adopted 4/14/87; Ordinance 474-12, sec. 2.03, adopted 8/21/12; Ordinance 579-16, sec. 4, adopted 12/15/15; Ordinance 643-18, sec. 4, adopted 9/28/18; Ordinance 684-20 adopted 8/28/20; Ordinance 776-23 adopted 1/26/2023; Ordinance 776-23 adopted 1/26/2023)

§ 16. SC - SHOPPING CENTER.

- A. PURPOSE. The SC District is established to accommodate those uses that are of city-wide and regional significance. Within this district are permitted retail and service uses characteristic of retailing markets. This district is intended to accommodate retail activities that cannot be accommodated in the GR General Retail District.
- B. GENERAL CONDITIONS.
- (1) All business, servicing or processing, except for off-street parking, off-street loading and automobile service station operation, shall be conducted within completely enclosed buildings except as otherwise provided.
 - (2) No use hereunder shall be permitted if said use entails storage or display of items for sale not enclosed by a building except for incidental display of sale or seasonal retail items and such incidental display shall be permitted only if it occupies no more than five percent (5%) of the total lot area.
 - (3) Accessory off-street parking is required for SC districts as provided in Section 25. completely enclosed buildings except as otherwise provided. [sic]
- C. USES PERMITTED. The following type of uses shall be permitted:
- (1) Day care center; subject to the following conditions, and upon approval of a Specific Use Permit, subject to the provisions of Section 6:
 - (a) Hours of operation not to exceed 6:00 a.m. to 10:00 p.m.;
 - (b) Adherence to all state requirements that govern day care centers for children and adults;
 - (c) Day care center should provide adequate outdoor recreation space.
 - (2) Existing residential dwelling units and lodging uses as such on the effective date of this Ordinance;
 - (3) Bakery shops;
 - (4) Candy shops and candy making;
 - (5) Cleaning and dyeing facilities;
 - (6) Mortuaries;
 - (7) Pumping stations;
 - (8) Radio, AM or FM or television broadcasting stations or transmitters and microwave radio relay structures;
 - (9) Printer;
 - (10) Telephone exchanges;
 - (11) Theaters, lodges, assembly halls, auditoriums;
 - (12) Antique shops;
 - (13) Art galleries and museums;

- (14) Auction rooms;
- (15) Automobile accessory stores;
- (16) Automobile service stations, including the incidental storage of rental trucks and trailers, except that trucks and trailers for storage of [or] rental may not be parked within the public right-of-way;
- (17) Banks and financial institutions;
- (18) Blueprinting and photostating establishments;
- (19) Business machine sales and service establishments;
- (20) Camera and photographic supply stores;
- (21) Carpet and rug stores;
- (22) Catering establishments;
- (23) China and glassware stores;
- (24) Clothing and costume rental stores;
- (25) Coin and philatelic stores;
- (26) Department stores;
- (27) Dry goods stores;
- (28) Employment agencies;
- (29) Floor covering;
- (30) Florist shops and conservatories;
- (31) Fraternal, philanthropic and eleemosynary uses;
- (32) Furniture stores;
- (33) Furrier shops, including the incidental storage and conditioning of furs;
- (34) Household appliance stores, including radio and television sales and service;
- (35) Interior decorating shops, including upholstering and making of draperies, slipcovers, and other similar articles when conducted as part of the retail operation and secondary to the principal use;
- (36) Leather goods and luggage stores;
- (37) Loan offices;
- (38) Locksmith shops;
- (39) Meat markets, including sale of meat and meat products to restaurants, hotels, clubs and other similar establishments when such sale is conducted as part of the retail business on the premises;

- (40) Musical instruments sales and repair;
 - (41) Office supply stores;
 - (42) Optical sales;
 - (43) Orthopedic and medical appliance and supply stores;
 - (44) Paint and wallpaper stores;
 - (45) Phonograph, record, sound equipment and sheet music stores;
 - (46) Physical culture and health services and reducing salons;
 - (47) Picture framing;
 - (48) Restaurants;
 - (49) Schools for music, dance, business or trade;
 - (50) Sewing machine sales and service, household appliances only;
 - (51) Sporting goods stores;
 - (52) Tailor shops;
 - (53) Telegraph offices;
 - (54) Theaters, indoor;
 - (55) Ticket agencies, amusement;
 - (56) (Reserved)
 - (57) Travel bureaus and transportation ticket offices;
 - (58) Upholstery shops;
 - (59) Water softener sales and services;
 - (60) Other retail sales and service uses which are similar in character to those enumerated in this subsection, and which will not be dangerous or otherwise detrimental to persons residing or working in the vicinity thereof, or to the public welfare, and will not impair the use, enjoyment or value of any property, but not including any of the following uses:
 - (a) Any use permitted only in an IND District.
 - (b) Manufacturing and processing other than an accessory use customarily incidental to permitted commercial sales and service uses.
 - (c) Any use which is objectionable by reason of emission of odor, dust, smoke, gas, vibration or noise, or which may impose hazard to health or property.
 - (61) Government use, as defined in section 4.
- D. CONDITIONAL USES. Conditional uses in the SC District shall include any uses not specifically enumerated in Section 16 that can be considered shopping center oriented in

character.

- E. AREA; YARD; HEIGHT; AND LOT COVERAGE REQUIREMENTS. The requirements regulating the minimum lot size, minimum yard sizes (front, side, and rear), maximum building height (stories and feet), and maximum percent of lot coverage by buildings, as pertains to this district, shall conform with the provisions of Section 22, "Schedule of District Regulations," and other applicable provisions of Section 23, "Supplementary District Regulations."
- F. AUTOMOBILE PARKING SPACE REGULATIONS. For parking space regulations, see Section 25.
- G. SCREENING. In the GR District, whenever a SC use abuts an SF1, SF10, SF75, SFAC and MF use, a wall or fence of not less than six (6) feet in height is required. Natural screening may be substituted for a wall or fence upon approval of the City Council. Walls must be of a masonry construction. Fences must be solid and of metal or wooden material construction.
(Ordinance 135-87 adopted 4/14/87; Ordinance 579-16, sec. 5, adopted 12/15/15; Ordinance 643-18, sec. 5, adopted 9/28/18; Ordinance 776-23 adopted 1/26/2023; Ordinance 904-25 adopted 5/22/2025)

§ 17. C - COMMERCIAL.

- A. PURPOSE. The C District is established to accommodate those uses that are of city-wide and regional significance. Within this district are permitted retail and service uses characteristic of retailing markets. This district is intended to accommodate retail activities that cannot be accommodated in the GR General Retail District.
- B. GENERAL CONDITIONS.
 - (1) All business, servicing or processing, except for off-street parking, off-street loading and automobile service station operation, shall be conducted within completely enclosed buildings except as otherwise provided.
 - (2) No use hereunder shall be permitted if said use entails storage or display of items for sale not enclosed by a building except for incidental display of sale or seasonal retail items and such incidental display shall be permitted only if it occupies no more than five percent (5%) of the total lot area.
 - (3) Accessory off-street parking is required for SC [C] districts as provided in Section 25.
- C. USES PERMITTED. The following type of uses shall be permitted:
 - (1) Day care center; subject to the following conditions, and upon approval of a Specific Use Permit, subject to the provisions of Section 6:
 - (a) Hours of operation not to exceed 6:00 a.m. to 10:00 p.m.;
 - (b) Adherence to all state requirements that govern day care centers for children and adults;
 - (c) Day care center should provide adequate outdoor recreation space.
 - (2) Existing residential dwelling units and lodging uses as such on the effective date of this Ordinance;
 - (3) Bakery shops;

- (4) Candy shops and candy making;
- (5) Cleaning and dyeing facilities;
- (6) Commercial recreation uses, including bowling alleys, arcades, golf driving ranges, gymnasiums, miniature golf courses, pool halls, swimming pools and skating rinks;
- (7) Creameries and ice cream plants;
- (8) Hotels, apartment hotels and motels;
- (9) Ice plants, cold-storage plants;
- (10) Laundries, including automobile washes;
- (11) Mortuaries;
- (12) Pumping stations;
- (13) Radio, AM or FM or television broadcasting stations or transmitters and microwave radio relay structures;
- (14) Printer;
- (15) Repair and storage garages;
- (16) Telephone exchanges;
- (17) Theaters, lodges, assembly halls, auditoriums;
- (18) Tire repair shops;
- (19) Auto body operations;
- (20) Spray-painting operations;
- (21) Antique shops;
- (22) Art galleries and museums;
- (23) Auction rooms;
- (24) Automobile accessory stores;
- (25) Automobile service stations; including the incidental storage of rental trucks and trailers, except that trucks and trailers for storage or rental may not be parked within the public right-of-way.
- (26) Banks and financial institutions;
- (27) Blueprinting and photostating establishments;
- (28) Business machine sales and service establishments;
- (29) Camera and photographic supply stores;
- (30) Carpet and rug stores;

- (31) Catering establishments;
- (32) China and glassware stores;
- (33) Clothing and costume rental stores;
- (34) Coin and philatelic stores;
- (35) Department stores;
- (36) Dry goods stores;
- (37) Employment agencies;
- (38) Exterminating shops;
- (39) Floor covering;
- (40) Florist shops and conservatories;
- (41) Fraternal, philanthropic and eleemosynary uses;
- (42) Furniture stores;
- (43) Furrier shops, including the incidental storage and conditioning of furs;
- (44) Hospitals and sanitariums;
- (45) Household appliance stores, including radio and television sales and services;
- (46) Interior decorating shops, including upholstering and making of draperies, slipcovers, and other similar articles when conducted as part of the retail operation and secondary to the principal use;
- (47) Laboratories for research development and testing;
- (48) Leather goods and luggage stores;
- (49) Loan offices;
- (50) Locksmith shops;
- (51) Meat markets, including sale of meat and meat products to restaurants, hotels, clubs and other similar establishments when such sale is conducted as part of the retail business on the premises;
- (52) Musical instruments sales and repair;
- (53) Office supply stores;
- (54) Optical sales;
- (55) Orthopedic and medical appliance and supply stores;
- (56) Paint and wallpaper stores;
- (57) Phonograph, record, sound equipment and, sheet music salons;

- (58) Physical culture and health services and reducing salons;
- (59) Picture framing;
- (60) Restaurants;
- (61) Schools for music, dance, business or trade;
- (62) Sewing machine sales and service, household appliances only;
- (63) Sporting goods store;
- (64) Tailor shops;
- (65) Taxidermists;
- (66) Telegraph offices;
- (67) Theaters, indoor;
- (68) Ticket agencies, amusement;
- (69) (Reserved)
- (70) Travel bureaus and transportation offices;
- (71) Upholstery shops;
- (72) Water softener sales and service;
- (73) Vehicle service centers;
- (74) Other retail sales and service uses which are similar in character to those enumerated in this subsection, and which will not be dangerous or otherwise detrimental to persons residing or working in the vicinity thereof, or to the public welfare, and will not impair the use, enjoyment or value of any property, but not including any of the following uses;
 - (a) Any use permitted only in an IND District.
 - (b) Manufacturing and processing other than an accessory use customarily incidental to permitted commercial sales and service uses.
 - (c) Any use which is objectionable by reason of emission of odor, dust, smoke, gas, vibration or noise, or which may impose hazard to health or property.
- (75) Government use, as defined in section 4.

D. CONDITIONAL USES. Conditional uses in the C District shall include:

- (1) Any uses not specifically enumerated in Section 17 that can be considered commercial in character.
- (2) Machinery and equipment sales and service establishments for equipment under one and one-half (1-1/2) tons gross weight.

E. AREA; YARD; HEIGHT; AND LOT COVERAGE REQUIREMENTS. The requirements regulating the minimum lot size, minimum yard sizes (front, side, and rear), maximum building

height (stories and feet), and maximum percent of lot coverage by buildings, as pertains to this district, [shall conform with the provisions of Section 22,] “Schedule of District Regulations,” and other applicable provisions of Section 23, “Supplementary District Regulations.”

- F. AUTOMOBILE PARKING SPACE REGULATIONS. For parking space regulations, see Section 25.
- G. SCREENING. In the C District, whenever a C use abuts an SF1, SF10, or SF75 use, a wall or fence of not less than six feet (6') shall be required. Natural screening may be substituted for a wall or fence upon approval of the City Council. Walls must be of masonry construction. Fences must be solid and of metal or wood material construction.
- (Ordinance 135-87 adopted 4/14/87; Ordinance 579-16, sec. 6, adopted 12/15/15; Ordinance 643-18, sec. 6, adopted 9/28/18; Ordinance 776-23 adopted 1/26/2023; Ordinance 830-24 adopted 3/28/2024; Ordinance 852-24 adopted 6/27/2024; Ordinance 904-25 adopted 5/22/2025)

§ 18. IND - INDUSTRIAL.

- A. STATEMENT OF PURPOSE. The IND District is established to accommodate those uses which are of a non-nuisance type located in relative proximity to residential areas, and to preserve and protect lands designated on the comprehensive plan for industrial development and use from the intrusion of certain incompatible uses which might impede the development and use of lands for industrial purpose. Development in the IND District is limited primarily to certain wholesale and jobbing commercial uses and certain industrial uses, such as the fabrication of materials, and specialized manufacturing and research institutions, all of a non-nuisance type.
- B. GENERAL CONDITIONS. Uses permitted in the IND District are subject to the following conditions:
- (1) All business, servicing, or processing, except for off-street parking, off-street loading, display of merchandise for sale to the public, and establishments of the “drive-in” type, shall be conducted within completely enclosed buildings unless otherwise indicated in this section.
 - (2) All storage within one hundred (100) feet of a residence district, except for motor vehicles in operable condition, shall be within completely enclosed buildings or effectively screened with screening not less than six (6) feet nor more than eight (8) feet in height, provided no storage located within fifty (50) feet of such screening shall exceed the maximum height of such screening.
- C. USES PERMITTED. Uses permitted in the IND District shall be as follows:
- (1) Advertising products, such as signs and billboards, subject to the regulations, restrictions, and requirements of Section 27 of this ordinance.
 - (2) Ambulance, bus, train, and taxi stations, truck yards;
 - (3) Awnings, venetian blinds, and window-shades;
 - (4) Bakery, candy, dairy and other food products, but not including fish and meat products, sauerkraut, vinegar, yeast, alcohol or alcoholic beverages;
 - (5) Boat-building of small craft and other similar assembling;

- (6) Bottling or distribution plants, milk or soft drinks;
- (7) Building materials yard, contractor's yard, lumberyard;
- (8) Cameras and other photographic equipment;
- (9) Ceramic products, such as pottery, figurines, and small glazed tiles;
- (10) Cleaning and dyeing plants;
- (11) Cosmetics and toiletries, drugs, perfumes, and perfumed soaps, and pharmaceutical products;
- (12) Electrical appliances, such as lighting fixtures, irons, fans, and toasters;
- (13) Electrical equipment assembly, such as home radio and television receivers and home movie equipment, but not including electrical machinery;
- (14) Electrical supplies, manufacturing and assembly, such as wire and cable assembly, switches, lamps, insulation and dry cell batteries;
- (15) Electronic instruments;
- (16) Furniture refinishing using a manufacturing or chemical dipping process;
- (17) Jewelry;
- (18) Machine shops and fabrication of metal not more than ten (10) gauge in thickness;
- (19) Medical, dental, and optical supplies;
- (20) Metal finishing, plating, grinding, sharpening, polishing, cleaning, rustproofing, and heat treatment;
- (21) Metal stamping and extrusion of small products, blades, bottle caps, buttons, and kitchen utensils;
- (22) Milk and ice cream processing;
- (23) Monument works;
- (24) Musical instruments;
- (25) Orthopedic and medical appliances, such as artificial limbs, braces, supports, and stretchers;
- (26) Photofinishing associated with a manufacturing process;
- (27) Repair of farm, household, office machinery or equipment;
- (28) Scientific and precision instruments;
- (29) Sheetmetal shops;
- (30) Silverware, plate and sterling;
- (31) Shell egg business, candling, cartoning, and distributing;

- (32) Existing commercial and residential uses in use as such on the effective date of this Ordinance;
 - (33) Public utility and public service uses as follows:
 - (a) Bus stations, bus terminals, bus turnaround (off-street), bus garages, and bus lots;
 - (b) Electric substations;
 - (c) Gas regulator stations, mixing stations, and gate stations;
 - (d) Radio and television towers;
 - (e) Railroad passenger stations;
 - (f) Telephone exchanges, microwave relay towers, telephone transmission equipment buildings and service yards;
 - (34) Radar installations and towers;
 - (35) Radio and television studios and stations;
 - (36) Schools, trade;
 - (37) Stadiums, auditoriums, and arenas, open or enclosed;
 - (38) Storage and warehousing establishments;
 - (39) Storage yards, but not including junkyards;
 - (40) Trailer sales and rental, for use with private passenger motor vehicles;
 - (41) Weighing stations;
 - (42) Wholesaling establishments;
 - (43) Accessory uses, including but not limited to the following:
 - Temporary buildings for construction purposes for a period not to exceed the duration of such construction;
 - (44) Other wholesale, light manufacturing, construction or service uses which are similar in character to those enumerated in this subsection, and which will not be dangerous or otherwise detrimental to persons residing or working in the vicinity thereof, or to the public welfare, and will not impair the use, enjoyment, or value of any property;
 - (45) Factory outlet retail or wholesale store for the sales and servicing of goods or materials on the same premises as the manufacturing company to which they are related, including sales and service in a separate building or buildings.
 - (46) Government use, as defined in section 4.
- D. CONDITIONAL USES. The following conditional uses may be allowed in the IND District subject to the provisions of Section 6:
- (1) Amusement establishments, livestock exhibition halls, including fairgrounds, permanent

carnivals, kiddie parks, and other similar outdoor amusement facilities;

- (2) Asphalt and concrete batching or ready-mix plants;
- (3) Concrete products casting;
- (4) Dwelling units may be permitted only as an accessory use and only for employees having duties in connection with any premises requiring them to live on said premises, including families of such employees when living with them.
- (5) Gasoline and oil storage, wholesale, provided all applicable safety regulations are complied with and provided that the location is approved by the City Council.
- (6) Motor freight terminals;
- (7) Railroad freight terminals, railroad switching and classification yards, repair shops, and roundhouses;
- (8) Restaurant;
- (9) Theaters, automobile drive-in;
- (10) Automobile and motorized vehicle and equipment display, sales, and service.
- (11) Tobacco Shops. See regulations in Section 6-A C, Conditional Use Permit Required for Tobacco Shops.

E. DENSITY; AREA; YARD; HEIGHT; AND LOT COVERAGE REQUIREMENTS. The requirements regulating the maximum permissible residential density, minimum lot size, minimum yard sizes (front, side, and rear), and maximum building height (stories and feet), and maximum percent of lot coverage by buildings, as pertains to this district, shall conform with the provisions of Section 22, "Schedule of District Regulations," and other applicable provisions of Section 23, "Supplementary District Regulations."

F. AUTOMOBILE PARKING SPACE REGULATIONS. For parking space regulations, see Section 25.

(Ordinance 135-87 adopted 4/14/87; Ordinance 429-10, sec. 2.01, adopted 2/23/10; Ordinance 474-12, sec. 2.04, adopted 8/21/12; Ordinance 579-16, sec. 7, adopted 12/15/15; Ordinance 776-23 adopted 1/26/2023; Ordinance 904-25 adopted 5/22/2025)

§ 19. MH - MOBILE HOME PARK.

A. PURPOSE AND SCOPE. It is the purpose of the MH Mobile Home Park District to provide areas for the location of mobile homes in an attractive, moderate density setting and insure the presence of amenities required for satisfactory quality of life in areas designated for mobile home use.

B. PRINCIPAL PERMITTED USES.

- (1) HUD-Code manufactured home (mobile home).
- (2) Single-family dwellings, detached.
- (3) Recreational. Public parks, playgrounds, recreational and community center buildings and grounds; public golf courses, public swimming pools, tennis courts and similar recreational

uses, all of a noncommercial, nature. Any principal building or any swimming pool shall be located not less than one hundred (100) feet from any other lot in any residential district.

- (4) Government use, as defined in section 4.

NOTE: Mobile homes as defined in the Manufactured Housing Standards Act, Article 5221f, Section 3(a), V.T.C.S., shall not be used as dwelling units in the City of Aubrey.

C. CONDITIONAL USES.[Reserved.]

D. ACCESSORY USES.[Reserved.]

E. HEIGHT REGULATIONS.No principal structure shall exceed two and one-half (2-1/2) stories or thirty-five (35) feet in height and no accessory structure shall exceed one (1) story or twenty (20) feet in height.

F. PARK PLAN REQUIRED.Application for the establishment of a mobile home park shall be filed with the city planner and must be accompanied by a plat, drawn to scale and certified by a registered public surveyor, civil engineer, landscape architect or architect. Six (6) blue and black line copies of the plat shall be submitted to the city secretary at least fourteen (14) days prior to the Planning and Zoning Commission meeting at which the plat is to be considered.

The plat shall be drawn on a 24" x 36" sheet at a scale of 1" = 100' unless a larger scale is authorized by the city planner. A scale of 1" = 200' is the smallest scale to be permitted. The city planner shall check the plat, and if he finds it to be in compliance with the requirements of this section, he shall forward such to the Planning and Zoning Commission. The city planner shall also advise the commission of the pending application. The Planning and Zoning Commission shall review the plat for the mobile home park and submit a recommendation to the City Council. The plat shall contain the following information:

- (1) Accurate dimensions of the proposed mobile home park;
- (2) All roads and approaches and the method of ingress and egress from public streets;
- (3) Complete electric service installation, wire service outlets and lighting facilities all underground;
- (4) Complete location of any natural gas facilities to serve the park;
- (5) Complete layout of unit parking spaces and number of square feet therein, together with the dimensions;
- (6) Location of electric power or gas distribution systems, water mains or wells for water supply outlets for domestic water users, location of sanitary facilities, washrooms, garbage disposal units, incinerators, sanitary sewers or septic tanks, sewer drain lines, leaching beds, fire protection stalls, and other buildings or structures contemplated to be used by such applicant in connection with the mobile home park;
- (7) Name and address of the owner, engineer, surveyor, or land planner;
- (8) Proposed name of the park;
- (9) A northpoint, scale of plat, and date of preparation;

(10) Contours at intervals of five (5) vertical feet; and

(11) Drainage plans for park.

- G. ENLARGEMENT. Any enlargement or extension of any existing mobile home park shall require application for a building permit as if it were a new establishment.

Enlargement - Existing facilities to comply. No enlargement or extensions to any mobile home park shall be permitted unless the existing facility is made to conform with all the requirements for new construction for such an establishment.

- H. MINIMUM STANDARDS AND REQUIREMENTS. Mobile home parks shall be designed and maintained in accordance with the following requirements:

(1) Park Area. The minimum mobile home park shall be ten (10) acres.

(2) Mobile Home Lots -Minimum Requirements

Area: 4,000 sq. ft.

Width: 40 ft.

Front Yard: 20 ft.

Rear Yard: 20 ft.

Side Yard: 10 ft.

- I. GENERAL REQUIREMENTS.

(1) Area Requirements. Mobile home parks shall have a minimum land area of ten (10) acres.

(2) Parking. All areas used for automobile access and parking shall comply with the applicable provisions of this Ordinance provided that there shall be at least two (2) off-street parking spaces for each mobile home lot and one (1) additional space for each three (3) lot to accommodate guests.

(3) Entrance to Mobile Home Parks. No vehicular entrance to or exit from any mobile home park, wherever such may be located, shall be within two hundred (200) feet along streets from any school, public playground, church, hospital, library, or institution for dependents or for children, except where such property is in another block or another street which the premises in question do not abut.

(4) Landscaping -Unused Areas. All areas not used for access, parking, circulation, buildings, and service shall be completely and permanently landscaped and the entire site maintained in good condition. A landscaped strip of land not less than ten (10) feet in width shall be established and maintained within the mobile home park along the exterior boundaries.

(5) Screening. Screening shall be provided according to the following requirements:

(a) In the event that a mobile home park backs or sides upon a residential, commercial, or industrial district, a solid masonry screening fence not less than six (6) feet in height shall be erected and maintained along the property line dividing the two districts.

(b) A masonry screening fence shall consist of materials of equal composition and characteristics as the main buildings in the district.

- (c) No such screening fence shall be so erected as to obstruct the vision of motorists at alley, street or drive intersections.
- (6) Access. Each mobile home park shall abut a public street and each mobile home lot shall have direct access to a private interior street.
- (7) Interior Streets. The minimum roadway width of interior streets will comply with the subdivision regulations and current development standards for the City of Aubrey. Such streets shall be paved according to the City of Aubrey specifications for residential streets and maintained in good condition and lighted at night.
- (8) Distances Between Mobile Homes. The minimum distance between mobile homes shall be not less than twenty (20) feet.
- (9) Concrete Slab. Each mobile home lot shall be equipped with a concrete slab of sufficient size to support the wheels and front parking jack. Said slab shall have a minimum horizontal dimension of eight (8) by ten (10) feet and a minimum thickness of four (4) inches.
- (10) Utilities. Each mobile home unit shall be equipped with one (1) electrical outlet. A municipal sanitary sewer and municipal water system shall be installed in accordance with city specifications to every lot. Mobile home units not equipped with water and sewer facilities shall be located no more than two hundred (200) feet from the community utility building which shall provide separate toilet and shower facilities for each sex. Fire hydrants shall be located in accordance with the specifications of the National Board of Fire Underwriters.
- (11) Recreational Areas. There shall be provided within each mobile home park an adequate site or sites for recreation for the exclusive use of the park occupants. Such recreational site or sites shall have a minimum area of at least 5% of the gross land area of the mobile home park.
- (12) Length of Occupancy. No trailer or mobile home shall remain in a mobile home park for a period exceeding ten (10) days without connection to the permanent sanitary sewer system of the park.
- (13) Recreational Vehicles and Boat Storage. A storage area must be provided within each mobile home park for the parking and storage of boats and recreational vehicles. Said storage area shall be of sufficient size to accommodate all boats and recreational vehicles in the mobile home park. Said storage area shall be screened with a six (6) foot solid fence of masonry or wood construction.
- J. ADDITIONAL REQUIREMENTS. In addition to the foregoing, the City Council may impose such other conditions, requirements, or limitations concerning the design, development, and operation of such mobile park as it may deem necessary for the protection of adjacent properties and public interest.
- K. DEVELOPMENT FEES. Each application for a mobile home park shall be accompanied by a check payable to the City or cash payment in the amount established by city council. (Ordinance 135-87 adopted 4/14/87; Ordinance adopting Code; Ordinance 579-16, sec. 8, adopted 12/15/15; Ordinance 776-23 adopted 1/26/2023)

§ 20. PD - PLANNED DEVELOPMENT DISTRICT.

- A. PURPOSE AND SCOPE. The PD Planned Development District is designed to provide flexibility in development planning and the opportunity for the application of planning concepts. Planned development zoning shall require the submission and approval of a development site plan.

The City Council after public hearing and proper notice to all parties affected and after recommendation from the Planning and Zoning Commission, may require the creation of Planned Development Districts when any of the following developments are being considered:

- (1) Shopping center on tracts of three (3) acres or more.
- (2) Residential development on tracts of five (5) acres or more.
- (3) Industrial parks or districts on tracts of ten (10) acres or more.
- (4) Medical center or hospital.
- (5) Civic center and/or community center.
- (6) Office, motel or hotel center on tracts of one (1) acre or more.
- (7) Recreation center.
- (8) Research park or scientific research center.
- (9) A combination of uses which are not customarily allowed in any one of the districts established in this Ordinance.

- B. APPLICATION PROCEDURES. Application for a PD District shall be made in the same manner as an application for any amendment to the zoning ordinance and shall include the following additional information:

- (1) Proposed Uses. An application for a PD District shall specify and describe the category or type of use or the combination of uses proposed. Permitted uses under PD zoning shall be specified in each PD ordinance. If such ordinance specifies permitted uses by references to a zoning district, the permitted uses shall include those uses permitted in the reference district, including those permitted through the cumulative provision of the zoning ordinance.
- (2) Development Requirements. An application for a PD District shall include a list of development requirements, which may be incorporated into the PD ordinance. Development requirements may include, but not be limited to density, lot size, unit sizes, setbacks, building heights, lot coverage, parking ratios, screening and other requirements the council may deem appropriate.

Standards set forth in specific zoning districts will be used as guidelines for planned developments. Modifications of standards may be considered if the modification substantially meets the intent of the ordinance and improves the overall development design or if a unique project design is proposed which cannot readily be accommodated through other districts. Pecuniary reasons shall not be the sole reason for modifying standards.

- (3) Concept Plan. An application for a PD District shall include a concept plan showing a

preliminary layout of proposed uses, access, buildings, parking, open space and the relationship to existing natural features and adjacent properties and uses.

The concept plan shall be construed as an illustration of the development concepts and not as an exact representation of all specific development details.

- C. DEVELOPMENT SITE PLAN. Approval of a development site plan shall be a prerequisite to the issuance of building permits for any property in a PD District. The approval of a development site plan may also serve as preliminary plat approval, provided that all requirements of the subdivision ordinance and its subsequent amendments are satisfied.
- (1) Compliance with Approvals. The development site plan must comply with all provisions of the PD ordinance specifying development standards and substantially reflect the precepts and layout set forth in the concept plan. If, in the judgment of the Planning and Zoning Commission, a development site plan does not comply with the provisions of the PD ordinance and the concept plan incorporated therein, the Planning and Zoning Commission may reject such plan, in which case a new site plan may be submitted or application must be made to amend the PD ordinance, including all requirements for notices and public hearings. If a PD ordinance does not specify development standards or has not incorporated a concept plan, the development plan approval shall specify such standards. Development requirements on such development plans may be revised under the same review, notice and approval procedures as applied to the original approval of the plan and application to amend the PD ordinance shall not be required.
 - (2) Review Process. The development plan review process shall include review by the Planning and Zoning Commission, referral by the Planning and Zoning Commission to the City Council with a recommendation, and review and final approval of the development plan by the City Council.
 - (3) Courtesy Notice. A courtesy notice, issued at least ten (10) days prior to official action by the Planning and Zoning Commission, shall be provided to all property owners within two hundred (200) feet of a proposed project for which a planned development site plan has been submitted.
 - (4) Modifications. The Planning and Zoning Commission may recommend, and the council may require such modifications of a development site plan that will ensure the proposed project will be in harmony with the existing and anticipated development of surrounding areas.
 - (5) Requirements.
 - (a) General Information: Twenty (20) copies of development site plan; vicinity map or adequate reference to intersecting streets to locate specific property; north arrow, date, scale (not less than 1" = 100').
 - (b) Site/Adjacent Property Information: Site, indicating boundaries and project phase lines, if any; public or private rights-of-way and easements on site or abutting or intersecting the site; adjacent properties, with zoning and existing uses identified.
 - (c) Building Layout: Existing and proposed structures, showing approximate outline of perimeter walls and including distances to property lines and other structures; front, side and rear building setback lines; proposed category of use or uses of structures;

elevation views or renderings indicating architectural design, building materials proposed and window orientations (one copy required) number of stories, in height and feet; gross floor area; location of entrances and exits.

- (d) Circulation and Parking: Location, dimensions and proposed construction of all streets, private drives, alleys, parking areas, and drive approaches; street drives and alleys which are adjacent to or dead-end into the site, including the location of existing and proposed median openings and left-turn lanes in boulevard streets; number of dimensions of parking spaces and width of drive approaches and aisles; sidewalks and other facilities for pedestrian circulation; location, width and curve radii for required fire lanes.
- (e) Drainage/Utilities/Services: Existing and proposed topography, reflecting proposed handling of on-site surface drainage; limits of the 100-year floodplain and floodway as shown on current FEMA mapping, including location and acreage; proposed improvements and method of maintenance for any drainage channels; existing and proposed water and sanitary sewer layout; existing and proposed fire hydrant locations; proposed locations for solid waste container pad.
- (f) Screening/Open Space/Recreational Facilities: Location, height and building materials for height, location and type of any proposed berms or living screens; location and size (if applicable) of proposed recreation facilities (swimming pools, tennis courts, etc.); location of open play areas and playgrounds with play equipment; landscape plan.
- (g) Living Units: Table showing type of units by size, number of bedrooms, and number of each type; floor plans for all units.

D. ADMINISTRATIVE ACTION. Upon approval of a development site plan by the City Council and approval of the preliminary plat, application may be made for the permits and certificates necessary for construction. Subsequent to such approval, minor changes may be authorized by the Planning and Zoning Commission when such changes will not cause any of the following circumstances to occur:

- (1) A change in the character of the development;
 - (2) An increase in the ratio of the gross floor area in structures to the area of any lot;
 - (3) An increase in the intensity of use;
 - (4) A reduction in the originally approved separations between buildings;
 - (5) An increase the problems of circulation, safety, and utilities;
 - (6) An increase in the external effects on adjacent property;
 - (7) A reduction in the originally approved setbacks from property lines;
 - (8) An increase in ground coverage by structures;[.]
- (Ordinance 135-87 adopted 4/14/87)

§ 21. FP - FLOODPLAIN DISTRICT.

A. FLOODPLAIN PREFIX TO DISTRICT DESIGNATION. The FP prefix designation constitutes

a zoning overlay district, and the addition or removal of the FP prefix constitutes zoning action requiring due process provided under State law. Further public notice to all downstream property owners within the City of Aubrey with like FP zoning is required prior to any such zoning action.

To provide for the appropriate use of land which has a history of inundation or is determined to be subject to flood hazard and to promote the health, safety and general welfare of the community, portions of certain districts are designated with a floodplain prefix FP and shall be subject to the following provisions.

- B. PERMITTED USES. In this district no land shall be used except for one or more of the following permitted uses to the extent that they are not prohibited by other regulations or ordinances, and provided that such uses do not require above-ground structures, filling or storage of material or equipment except as herein specifically authorized.
- (1) Agricultural activities, including the ordinary cultivation of land or legal forms of animal husbandry.
 - (2) Electrical substation.
 - (3) All types of location utilities, including but not limited to water distribution and wastewater collection systems; water and wastewater treatment facilities and water quality/monitoring stations or other structures required to provide water and sewerage, telephone, gas and electrical services.
 - (4) Parks, community centers, playgrounds, public golf courses.
 - (5) Private commercial open area amusements such as golf courses, driving ranges, archery courses and similar uses when approved by conditional use zoning action.
 - (6) Facilities that would warrant no flood protection, such as accessory private open space in conjunction with commercial or residential development, community unit recreational areas or recreation developments.
 - (7) Parking areas associated with a part of contiguous land use.

No building or structure shall be erected in that portion of a district designated with a floodplain FP prefix other than those listed in this section.

There shall be no dumping, excavation, storage or filling operation within that portion of a district having a floodplain FP prefix designation except under conditions of this Ordinance.

- C. CONDITIONS FOR ADDING FP PREFIX DESIGNATION. The City Council may, after a public hearing, amend the zoning classification of any property by adding the floodplain FP prefix designation based on hydraulic engineering studies indicating new boundaries of the area that is subject to inundation by floodwaters. The City Council shall provide for the addition of such floodplain FP prefix designation to the zoning district maps.
- D. CONDITIONS FOR REMOVAL OF FP PREFIX DESIGNATION. The City Council, in considering and determining its decision relative to any application for the removal of the floodplain FP prefix designation, shall require the applicant to furnish to the administrator fill and development plans (hydraulic calculations concerning maximum high water and flow rates and their effect on abutting, lateral, and downstream properties) and data concerning the operation, location, function and characteristics of any use of land or building proposed. The

application will not be scheduled for public hearing until the city engineer certified information furnished is adequate for review and comment as required in this section.
(Ordinance 135-87 adopted 4/14/87)

§ 22. SCHEDULE OF DISTRICT REGULATIONS.

	AG-R	SF1	SF10	SF75	SFAC	MF	GR	SC	C	IND	MH
Maximum height (feet)	45	35	35	35	45	45	45	50	50	50	35
Side yard width (feet)	30	25	8	8	8	8	B	B	B	B	C
Rear yard (feet)	50	30	25	25	25	25	B	B	B	B	C
Front yard (feet)	45	30	25	25	25	25	B	B	B	B	C
Lot area (square feet)	1 acre	1 acre	10,000	7,500	7,500	A	B	B	0	0	C
Minimum lot width (feet)	150	150	70	60	60	75	B	B	B	B	C
Minimum lot depth (feet)	225	225	150	120	120	120	B	B	B	B	C
Minimum structure size (square feet)	2,000	2,000	1,500	1,200	1,200	D	E	E	E	0	C
Maximum lot coverage (%)	40%	40%	40%	35%	45%	50%	B	B	B	B	C

A - Total lot area shall not be less than 9,000 square feet for dwelling unit construction. For each dwelling unit over three (3) in number, no less than 1,500 square feet of additional lot area is required. A maximum of ten (12)[sic] units may be constructed per acre.

B - None required except where a nonresidential use abuts a residential lot in which case the requirement shall be the same as the adjoining residential zone and shall comply with visibility and parking requirements as provided within this ordinance.

C - See Section 19 for Mobile Home District regulations.

D - Minimum structure size shall be for one-bedroom unit: 650 square feet; two-bedroom unit: 800 square feet; three-bedroom unit: 900 square feet.

E - Requirements for residential construction shall be the same as for the R3 District; nonresidential construction shall be 500 square feet.

(Ordinance 135-87 adopted 4/14/87)

§ 23. SUPPLEMENTARY DISTRICT REGULATIONS.

A. BUFFERS.

(1) Requirements.

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

(i) Provide for the separation and buffering of incongruous uses and intensity of activities and provide for the visual softening of building masses.

(ii) Promote a flexible attitude of enforcement sufficient to meet the spirit and intent

of these requirements.

- (iii) Promote mutually beneficial improvements by utilizing incentives rather than penalties.
- (iv) Reduce dust nuisances and the impact of noise.
- (v) Protect and promote the value of residential and commercial properties within the City.
- (vi) Promote a positive image for the attraction of new business enterprises within the City.

and

- (vii) Encourage the protection of healthy trees and vegetation and promote the natural ecological, environmental and aesthetic qualities of the City.

- (b) Bufferyards Required. The requirements of this Section shall apply to all new nonresidential and multifamily construction. Buildings in existence on the effective date of this ordinance shall be considered legally nonconforming. Any new construction that exceeds 2,000 square feet, or more than a 30 percent expansion of an existing building, shall be required to meet the requirements herein.

Bufferyards shall be required in accordance with this Section to separate different land uses from each other to eliminate or minimize potential nuisances such as dirt, litter, noise, glare of lights, signs, and unsightly buildings or parking areas, or to provide spacing to reduce adverse impacts of noise, odor or danger from fire or explosions. Both the amount of land and the type and amount of planting and specified structures for each bufferyard are designed to lessen nuisances between adjacent land uses or between a land use and a public road.

- (c) Location. Bufferyards shall be located within and along the outer perimeter of a lot or boundary line. Bufferyards may overlap drainage and/or utility easements; however, plantings should not impede the flow of water within a drainage easement nor conflict in any way with the utility contained within the overlapping easement. Bufferyards shall not be located on any portion of an existing or dedicated public street or right-of-way.
- (d) Bufferyard Requirements. Table 2-1 is a summary of the bufferyards and requirements. Tables 2-3 and 2-4 determine the type of bufferyard required between two adjacent parcels or a parcel and a roadway. The letter designations contained in the tables refer to the different bufferyards described in Figure 2-1, Illustration of Bufferyards in this Section.

Table 2-1 Bufferyard Summary					
Bufferyard Required	Width (feet)	Plantings per 100 feet			Fence Requirements
		Canopy Trees	Accent Trees	Shrubs	
A	5	1	2	8	none
B	10	2	3	10	none

Table 2-1 Bufferyard Summary					
Bufferyard Required	Width (feet)	Plantings per 100 feet			Fence Requirements
		Canopy Trees	Accent Trees	Shrubs	
C	10	3	4	12	none
D	10	4	5	18	none
E	10	1	2	8	Berm-B1
F	10	4	8	12	Fence-F2

- (i) Plantings shall be credited to meet only one bufferyard (i.e. plants on corners do not satisfy two bufferyards).
- (ii) Existing Plant Credits: Existing trees, anticipated to be preserved, which are located on the subject property, are within fifty feet (50') of the property line and have a minimum of 50 percent of the dripline within a bufferyard area shall be granted credits toward reducing the required plantings as follows:

Table 2-2 Existing Plant Credits		
Size of Tree Saved	Canopy Tree	Understory Tree
6" to 12" caliper	2	3
12" caliper or greater	3	4

Table 2-3 Bufferyards Adjacent To Other Land Uses					
Zoning of Developing Tract	Zoning or Existing Use of Adjacent Tract				
	SF-1, SF-10, SF-75, AG	SFAC, MF	GR, SC, C	IND	MH
SF-1, SF-10, SF-75, AG	*	*	*	*	*
SFAC, MF	F	A	A	F	F
GR, SC, C	F	F	A	A	F
IND	F	F	F	A	F
MH	F	F	F	F	E

* No bufferyard required

Table 2-4 Bufferyards Required Adjacent To Streets				
Zoning of Developing Tract	Frontage On State Highway	Frontage on Thoroughfares and Collectors		Frontage on Residential Street
		Across From Commercial or Industrial	Across From Residential	
SF-1, SF-10, SF-75, AG	B	*	*	*
SFAC, MF	C	A	A	A
GR, SC, C	E	E	E	E
IND	D	E	E	E
MH	C	B	C	D

* No bufferyard required

- (iii) All bufferyards, unless lawn grass or ground cover is already established, shall be seeded with lawn grass or planted with ground cover so as to assure coverage within three years. Hardscape ground cover measures may be substituted for lawn grass, with Site Plan approval from the Planning and Zoning Commission.

Figure 2-1 Illustration of Bufferyards

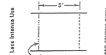
Bufferyard "A"

* Minimum Width is five feet (5')

* A minimum width of ten feet (10') may be used in combination with a twenty percent (20%) reduction in planting density

* Required Plants per 100 Linear Feet:

Canopy trees	1
Understory Trees	2
Shrubs	8



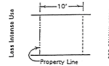
Bufferyard "B"

* Minimum Width is ten feet (10')

* A minimum width of twenty feet (20') may be used in combination with a twenty percent (20%) reduction in planting density

* Required Plants per 100 Linear Feet:

Canopy trees	2
Understory Trees	3
Shrubs	10

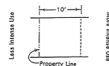
**Bufferyard "C"**

* Minimum Width is ten feet (10')

* A minimum width of twenty feet (20') may be used in combination with a twenty percent (20%) reduction in planting density

* Required Plants per 100 Linear Feet:

Canopy trees	3
Understory Trees	4
Shrubs	12

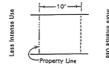
**Bufferyard "D"**

* Minimum Width is ten feet (10')

* A minimum width of twenty feet (20') may be used in combination with a twenty percent (20%) reduction in planting density

* Required Plants per 100 Linear Feet:

Canopy trees	4
Understory Trees	5
Shrubs	18

**Bufferyard "E"**

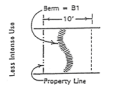
* Minimum Width is ten feet (10')

* A minimum width of twenty feet (20') may be used in combination with a twenty percent (20%) reduction in planting density

* Required Plants per 100 Linear Feet:

Canopy trees	1
Understory Trees	2

Shrubs	8
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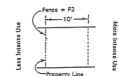
**Bufferyard “F”**

* Minimum Width is ten feet (10')

* A minimum width of twenty feet (20') may be used in combination with a twenty percent (20%) reduction in planting density

* Required Plants per 100 Linear Feet

Canopy trees	4
Understory Trees	8
Shrubs	12

**(e) Required Structures.**

- (i) **Walls and Fences:** Whenever a wall or fence is required within a bufferyard, it shall be six feet (6') in height and constructed in accordance with specifications set forth in the City's Design Standards. A “F2” fence shall be of masonry construction. A “finished side” of a wall or fence shall face the residential or less intense land use side. Wood fences (stockade fences, etc.) are not considered adequate screening devices in the City of Aubrey, therefore, where a screening structure is required, a wooden fence shall not be allowed. With Site Plan approval from the Planning and Zoning Commission, a required screen wall may be substituted for a solid landscape screen, a minimum 4-foot tall berm and double the landscaping required for the required bufferyard.
- (ii) **Berms:** Whenever a berm is required in a bufferyard, it shall be a minimum of three feet in height and constructed in accordance with the specifications set forth in the City's Design Standards. Berms shall have side slopes no steeper than 2:1. When possible, all berms shall be curvilinear, rather than straight. Berms are not required to be continuous and are preferred to be broken periodically, but must cover a minimum of 75 percent of the length of the property line to be buffered.

Figure 10-1 Required Structures			
Structure Type	Additional Requirements	Minimum Height	Graphical Representation
F2	Poured concrete, brick, etc. Concrete block or hadite block allowed with ornamental/textured face towards less intensive use	Six feet (6') minimum height	
B1	Curved layout covering a minimum of seventy-five percent (75%) of total length with Plantings along a minimum of fifty percent (50%) of the length of the berm.	Three foot (3') minimum height of berm Two foot (2') minimum height of plantings	

- (f) Uses of Bufferyards. A bufferyard may be used for passive recreation, such as pedestrian, bike or equestrian trails, provided that (a) no plant material is eliminated, (b) the total width of the bufferyard is maintained, and all other requirements of this section are met. Bufferyards may not be used for play fields, stables, swimming pools, tennis courts, accessory buildings, parking facilities or trash dumpster locations.

(2) Maintenance.

- (a) General: The owner, tenant and the agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping and irrigation located within the bufferyard. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding, and other such activities common to the maintenance of landscaping. Landscaped areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping, all plant materials shall be maintained in a healthy and growing condition as is appropriate for the season of the year. All irrigation heads or lines that are broken and flow water shall be replaced or repaired immediately to prevent the waste of water.
- (b) Plant Replacement: The owner shall be responsible for replacing all plant materials which shows dead branching over 30 percent or more of the normal branching pattern and repair irrigation system for a period of one year from the date of issuance of the Certificate of Occupancy. Plant materials that die shall be replaced with plant material of similar variety and similar initial size. The Owner shall make such necessary replacements within 30 days of notification by the City.

Editor's note—The subsection numbering of Ordinance 494-13 was changed at the editor's discretion to be consistent with the subsection numbering throughout the zoning ordinance.

B. ACCESSORY BUILDINGS. The following regulations shall govern the location, size, and use of any accessory buildings:

- (1) No accessory building shall be erected in any required yard area as stipulated in this Ordinance, except as allowed in the following paragraphs.
- (2) No accessory building shall be erected within ten (10) feet of any other building, except detached residential garages may be located within five (5) feet of the main dwelling and

except as the provisions of paragraph (5) below are met.

- (3) No detached residential garage or carport shall be erected or placed closer to any street or alley right-of-way line than the minimum yard requirements (building setback line) governing the district in which such garage or carport is located.
- (4) No detached residential garage or carport shall be erected or placed within eight (8) feet from any side lot line.
- (5) Residential accessory buildings and sheds housing domestic lawn and garden equipment and all other household effects may be detached or attached to the main building, but shall not encroach in any required front yard and may not occupy more than thirty percent (30%) of the rear yard.
- (6) No accessory building shall be used for dwelling purposes other than by domestic servants employed on the premises, as provided in the applicable zoning district.
- (7) No accessory building shall be higher than the main building and in no case be in excess of eighteen (18) feet in height.
- (8) No accessory building shall be erected or placed within five (5) feet of any side or rear lot line and shall not encroach upon any easement.

C. FRONT YARD ADJUSTMENTS. Front yard requirements as established in Section 22, "Schedule of District Regulations" may be adjusted where forty percent (40%) or more of the frontage on the same side of a street between two (2) intersecting streets is presently developed or may hereafter be developed with buildings that have (with a variation of ten (10) feet or less) a front yard greater or lesser in depth than herein required; new buildings shall not be erected closer to the street than the average front yard so established by the existing buildings.

D. PROJECTIONS OF BUILDINGS, STRUCTURES, AND APPURTENANCES INTO REQUIRED YARDS.

- (1) Open or lattice-enclosed fire escapes may project into a required yard not to exceed five (5) feet. The ordinary projections of chimney's pilasters shall be permitted by the city's building official when placed so as not to obstruct light and ventilation.
- (2) Terraces, balconies, decks, uncovered porches and ornamental features which do not extend more than four (4) feet from the side wall line and being at least seven (7) feet above the floor level of the ground (first) story, may project into a required side yard, provided these projections be a distance at least four (4) feet from any adjacent side lot line. Such features may not project onto a required front or rear yard more than eight (8) feet from the front or rear wall line.
- (3) An unenclosed porch containing not more than forty (40) square feet may project into a required front yard for a distance not to exceed five (5) feet.
- (4) A carport or canopy may project into a required side yard, provided every part of such carport or canopy is unenclosed except for necessary structural supports, and not less than five (5) feet from any side lot line.
- (5) Every part of a required yard shall be open to the sky, unobstructed by a building, except for the ordinary projections of sills, belt courses, cornices, and ornamental features not

exceeding twelve (12) inches, or as otherwise excepted in paragraphs (1) through (4) above.

E. MULTIFAMILY DEVELOPMENT STANDARDS.

(1) Location Criteria:

- (a) Apartment development should generally be no greater in size than either 20-acres or 400 dwelling units and shall be located at major thoroughfare intersections rather than between intersections (i.e. not mid-block).
- (b) Multifamily zoning shall not be located within 1,320 feet (one-quarter mile) of any other multifamily zoning district.
- (c) Vertical developments (i.e. nonresidential use, typically retail or office, on the lower floors and residential uses on the upper floors) shall not be considered multifamily for the purposes of the location criteria contained herein. The mixing of rental units with other land uses is encouraged.

(2) Uses Permitted:

- (a) Multifamily residential dwellings and related accessory structures
- (b) Attached single-family residential dwellings (Townhomes) and related accessory structures
- (c) Detached single-family residential dwellings and related accessory structures
- (d) Athletic facilities (noncommercial)
- (e) Schools (private or public)
- (f) Public libraries, municipal or county administrative offices, police substations, and fire stations
- (g) Public works, including without limitation drainage facilities, water wells, and water and wastewater treatment, pumping, storage, and transmission facilities
- (h) Home occupations
- (i) Parks, playgrounds, trails, swimming pools and other forms of improved and unimproved open space
- (j) Recreational centers, pools
- (k) Local utility lines
- (l) Franchise utilities (public or private)
- (m) Houses of worship
- (n) Day care centers

(3) Permitted Accessory Uses:

- (a) Private garage and parking area.

- (b) Other necessary uses and buildings customarily appurtenant to a permitted use, including, but not limited to, associational meetings, religious gatherings, and social activities.
- (4) Conditional Uses. The following conditional uses may be allowed in the MF District subject to the provisions of Section 6:
- (a) Any uses allowed as a conditional use in the SFAC District unless permitted above.
- (b) One-family dwelling units.
- (c) Retail/office/restaurant uses on the first floor (i.e., mixed uses), with approval of a Specific Use Permit, per the provision of Section 6.
- (5) Development Standards:

Max. Height	Min. Side Yard (1, 2)	Min. Rear Yard (1)	Min. Front Yard	Min. Lot Width	Min. Lot Depth	Min. Unit Size (Sq. ft.)	Max Lot Coverage	Max. number of units per gross acre (3)
45-feet	8-feet 15-feet adjacent to street	25-feet	25-feet	75-feet	120-feet	1 bedroom: 650 sf 2 bedroom: 850 sf 3 bedroom: 1,000 sf	50%	18

- (a) The minimum setback shall be increased to 60 feet for multifamily structures adjacent to property that is zoned or developed for single-family uses.
- (b) A minimum of ten feet of building separation shall be provided between buildings of two stories or less. For buildings greater than two stories, a minimum building separation of 20 feet shall be provided.
- (c) Maximum number of units per gross acre may be increased to 21 if four (4) of the following are provided:
- Day care (on-site)
 - Exercise facility
 - Gazebo
 - Improved picnic areas
 - Multiuse trails (including required landscaping and easement)
 - Lake with constant water level (minimum size of 0.5 acres)
 - Developed and equipped children play areas greater than one thousand (1,000) square feet of usable area

- (viii) Putting green
 - (ix) Multiuse areas / sports courts and fields (including but not limited to tennis, volleyball, baseball, basketball, etc.)
 - (x) Swimming pool and/or spa
 - (xi) Theater
- (6) Parking Requirements: The minimum parking requirements shall be as follows:
- (a) 1.5 spaces per efficiency unit or one-bedroom unit
 - (b) 1.75 spaces per two-bedroom unit
 - (c) 2 spaces per three-bedroom unit
 - (d) 3 spaces per unit with four or more bedrooms
 - (e) Tandem parking spaces shall only count toward required parking when located in front of a garage. Tandem parking spaces shall be a minimum of nine by twenty (9 x 20) feet.
 - (f) On-street parking spaces shall not be permitted.
 - (g) Covered or enclosed parking shall not be required. Where provided, covered or enclosed parking shall be counted to satisfy the minimum off-street parking requirements.
- (7) Usable Open Space and Children's Play Area, Required. Usable Open Space and Children's Play Area requirements shall be applicable to any multifamily or attached single-family dwellings.
- (a) A minimum of 20% of Usable Open Space shall be provided. Usable Open Space must be a minimum of 30 feet wide, and must have a slope no greater than 10%. The City Council may allow full or partial credit for open areas that exceed the 10% maximum slope if it is determined that such areas are environmentally or aesthetically significant and that their existence enhances the development or the surrounding area, with Site Plan approval.
 - (b) Any multifamily or single-family attached dwelling which allows and/or accepts children shall provide designated and equipped playground areas with not less than one thousand (1,000) square feet of usable area for developments of ten dwelling units or more. For each additional dwelling unit above the initial ten dwelling units, an additional five square feet of playground area shall be required.
- (8) Minimum Standards for Provided Amenities.
- (a) Swimming pools and/or spas
 - (i) Shall comply with ADA (Americans with Disabilities Act) and the Texas Department of State Health Services most recent set of standards regulating all public and semi-public pools and spas.
 - (b) Developed and equipped children's play areas

- (i) Shall comply with ADA (Americans with Disabilities Act), ASTM International (American Society for Testing and Materials) and CPSC (Consumer Product Safety Commission) guidelines as relating to playground equipment and safety surfacing.
- (c) Multiuse trails
 - (i) Shall consist of an open space corridor with a paved path, a soft surface path, landscape improvements, and/or other optional amenities.
 - (ii) The minimum width of a multiuse trail easement (including trail surface and landscaping) shall have no dimension less than 15 feet.
 - (iii) The trail surface shall be of native material or paved surface, with a minimum 8-foot width.
- (d) Multiuse areas/sports courts and fields(including but not limited to tennis, volleyball, baseball, basketball, and similar activities)
 - (i) Shall comply with the minimum standards for each proposed facility as set in the National Recreation and Park Association (NRPA) standard guidelines for recreation, park, and open space standards. Alternative industry standards may be utilized in lieu of NRPA standard guidelines, as mutually agreed to by the City Mayor or his/her designee.
- (9) Mail Kiosks. Mail kiosks shall have a minimum of five of the required parking spaces for the development within 50 feet, unless a drive-through facility is provided.
- (10) Landscaping. Landscaping requirements shall be applicable to any multifamily or attached single-family dwellings.
 - (a) All required landscaping must be located within the required Usable Open Space, exclusive of required perimeter or parking landscaped areas.
 - (b) One (1) large tree, defined as a tree three (3) inches in caliper, shall be provided per dwelling unit. The alternative to one large tree is three (3) ornamental trees, defined as a tree one (1) inch in caliper, however the same number of total caliper inches shall be provided. A minimum of ten large trees must be planted for any development of multifamily or attached single-family dwellings.

Editor's note—The subsection numbering of Ordinance 495-13 was changed at the editor's discretion to be consistent with the numbering throughout the zoning ordinance.

F. NONRESIDENTIAL DESIGN STANDARDS.

- (1) Design Standards. All properties developed for non-Single-Family purposes shall meet all Base Standards provided in this Section for Architectural Features. In addition, properties shall achieve the required minimum number of Enhancing Elements from each category. Base Standards and Enhancing Elements are summarized in Figure 1 and detailed in Subsection (5). Additional Requirements [are] detailed in Subsection (6).
- (2) Purpose. The purpose of the Design Standards is to provide for exterior building materials, building articulation, form and massing, and architectural compatibility.

- (3) General Provisions. Design review is required for new construction and substantial renovation of existing buildings in the form of a Site Plan with a table which describes clearly how the site meets the requirements of this section. Site Plans shall be reviewed as per the standard requirements for Site Plans according to this Chapter. Substantial renovation means:
- (a) Alterations to the exterior of existing buildings that change the placement or design of windows, doors or other exterior features of the building such as coping or pilasters;
 - (b) An increase in the floor area of the building greater than thirty percent (30%).
 - (c) Alterations of the exterior of existing building materials greater than thirty percent (30%) of the surface area of the front facade, excluding painting of existing painted exterior materials where paint colors fall within those described in this Section.

Color elevations of all four facades should be submitted for each building, listing each proposed exterior material, with a percentage breakdown of each material used, exclusive of windows and doors. A listing of the selected auxiliary design standards, described herein, should also be included to illustrate compliance. For any proposed streetscape elements (such as bike racks, trash receptacles, lampposts, tree grates, bollards, outdoor seating, and/or other street furniture) or screening devices (masonry walls screening dumpsters, mechanical equipment, residential subdivision, etc.), graphics should also be submitted showing the material, color, height, and any other pertinent details.

All requests for exterior building materials not specifically described herein (including roof pitch and roof materials) shall be clearly noted and described in detail on a color Facade Plan submitted along with the Site Plan. Submission of actual samples of the proposed exterior finish material(s) may be required along with the Facade Plan and the Site Plan. As part of the site plan approval process, the Planning and Zoning Commission may recommend, and the City Council may approve, exterior building materials not specifically described herein, if it is determined to be equivalent or better than the exterior building materials otherwise required by this Subsection.

Consideration for exterior building materials not specifically described herein, shall be based only upon the following:

- (a) Architectural design, creativity and innovation;
- (b) Compatibility with surrounding structures;
- (c) Relative ease of maintenance of the material(s);
- (d) Long-term durability and weather-resistance of the material(s); and
- (e) Long-term stability in property value due to the high quality of the material(s).

Interior renovations of existing buildings that do not alter the exterior appearance of the building do not require site plan and design review under the provisions of this Section. (e.g., a drop ceiling that covers part of an existing window would alter the exterior appearance and require review.)

Original brick or masonry surfaces should be maintained and not covered or removed. It is not the intent of this Section to require replacement of original brick or masonry, if the existing building exterior material is in good repair. It is not appropriate to paint unpainted brick. If the brick is already painted, paint removal is preferred. Avoid paint removal procedures that damage the original brick finish such as sand blasting or caustic chemicals. Before removing paint, conduct a test to determine detrimental effects. If the existing paint on the brick is in poor condition and paint removal will damage the underlying brick, the brick should be repainted.

- (4) Variances. In conjunction with site plan approval, a variance to the provisions of this subsection may be allowed by the City Council, with a recommendation to grant such variance from the Planning and Zoning Commission, unless otherwise specified herein. The applicant shall prove that the variance from the regulations herein is warranted under the circumstances presented. A variance may be granted if the Planning and Zoning Commission and/or City Council finds that:
- (a) Unique circumstances exist on the property that make application of specific items in this section unduly burdensome on the applicant;
 - (b) The variance will have no adverse impact on current or future development;
 - (c) The variance is in keeping with the spirit of the zoning regulations, and will have a minimal impact, if any, on the surrounding land uses;
 - (d) The variance will have no adverse impact on the public health, safety and general welfare.

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

FIGURE IS INTENDED FOR SUMMARY ONLY. DETAILED REQUIREMENTS CAN BE FOUND IN THE VERBIAGE, BELOW.

FIGURE 1 ARCHITECTURAL FEATURE

DESIGN ELEMENT	BASE STANDARD (ALL DEVELOPMENT MUST COMPLY FULLY WITH ALL LISTED BELOW)	ENHANCING ELEMENTS
Building Materials	(1) Buildings in the GR, SC, and C Districts, and in the IND District (where adjacent to residential or Main Street or other thoroughfare with a right-of-way width of 80-feet or greater), shall be constructed of: 90% masonry and 75% brick. (2) Buildings in the IND District (where not adjacent to residential or Main Street or other thoroughfare with a right-of-way width of 80-feet or greater), shall be constructed of: 25% brick. (3) Historically compatible accent materials for architectural details, trim, window or door framing. (4) Roof and cornice lines shall be horizontal or triangular. (5) Primary building colors shall be softer, muted colors such as brick red, brown, etc.; use of brighter colors shall be limited to accents. (6) Provide no less than 4, 'downtown' detail devices such as: - Kick plates - First Floor Display Windows - Recessed central entrance areas or angled entrances on corners - Transoms windows above entrance doors - or similar	EACH DEVELOPMENT MUST SELECT 2 OF THE 3 ELEMENTS LISTED BELOW (1) Use of two complementary primary facade materials to help achieve facade articulation, visual variety and/or architectural detailing. (2) Application of base standards to facades not adjacent to a public street. (3) Provide no less than 6, but no more than 8, 'downtown' detail devices such as: - Kick plates - First Floor Display Windows - Recessed central entrance areas or angled entrances on corners - Transoms windows above entrance doors - or similar
Building Articulation, Form and Massing	For facades facing a public street: (1) Walls shall not exceed a height to width ratio of 1:2 without variation in massing of facade, both horizontally and vertically. (2) Entrances must be emphasized with architectural elements. (3) Ground floor facades in GR, SC, and C Districts require specified features (along 75% of length) as specified in 5. Architectural Features, below.	EACH DEVELOPMENT MUST SELECT 2 OF THE 3 ELEMENTS LISTED BELOW (1) Application of base standards to facades not adjacent to a public street. (2) Articulation of bays to reflect a smaller building massing to more accurately mimic early 1900's style downtowns. (3) Use of Architectural detailing and/or materials to provide variety in visual appearance.
Additional Requirements	Requirements specifically related to: Accessibility and Layout, Mechanical Equipment and Utilities, Sanitation Containers, Drive-Thru Facilities, and Gas pumps and fueling stations	

(5) Architectural Features.

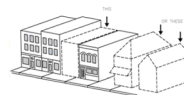
Design requirements are achieved by projects in accordance with the following:

(a) Building Materials.(i) Base Standard(ALL DEVELOPMENT MUST COMPLY FULLY WITH ALL LISTED BELOW)

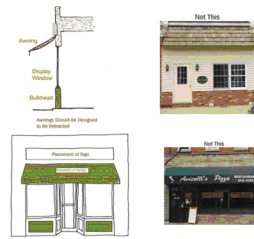
1. Primary materials for exterior facades of buildings in the GR, SC, and C Districts, and in the IND District (where buildings are adjacent to residential or Main Street or other thoroughfare with a right-of-way width of 80-feet or greater), shall be constructed of the following:
 - a. Ninety percent (90%) masonry including, but not limited to: brick, cast brick, decorative concrete, or tilt wall. Note: Tilt wall construction shall suffice as masonry construction, provided that facing material is elastomeric, non-EFIS stucco, or a variant thereof.
 - b. The facade adjacent to a street shall be constructed of a minimum of seventy-five percent (75%) of the following materials including, but not limited to:
 - i. Brick.
 - ii. Cast brick.
 - iii. Decorative concrete stamped and stained to resemble the appearance of brick.
 - iv. Or similar.
 - c. The following materials are generally not acceptable:
 - i. Coarsely finished, “rustic” materials, such as wood shakes, shingles, barn board or stained for plywood. Poorly crafted or “rustic” woodworking and finishing techniques
 - ii. Indoor-outdoor carpeting or astro-turf
 - iii. Corrugated metal and fiberglass. (unless used sparingly)
 - iv. Moss rock
 - v. “Antique” or old brick with partial paint, mottled light variegated brick, oversized brick and white brick mortar
 - vi. Ornate wrought-iron, “New Orleans” style grille and rail work
 - vii. Stucco surfaces that are highly textured such as those sometimes associated with a “hacienda” or “Mediterranean” style
 - viii. Expanded metal
 - ix. Silver or clear anodized aluminum sheets
 - x. Silver or clear aluminum extrusions for windows and doorways

- xii. Imitation wood siding or stone
 - xiii. Flat or molded plastic sheeting in quantities exceeding five square feet when used as primary facade materials
 - xiv. Imitation metal “rock work”
 - xv. Plastic molded imitations of any conventional building material
 - xvi. Mirror or metalized reflective glass
 - xvii. Glass block
2. Primary materials for buildings in the IND District (where buildings are not adjacent to residential or Main Street or other thoroughfare with a right-of-way width of 80-feet or greater), shall be constructed of the following:
- a. The facade adjacent to a street shall be constructed of a minimum of twenty-five percent (25%) of the following materials including, but not limited to:
 - i. Brick.
 - ii. Cast brick.
 - iii. Decorative concrete stamped and stained to resemble the appearance of brick.
 - iv. Or similar.
 - b. Exteriors of buildings in the IND District may be constructed of metal materials for the remaining portion of the facade, but shall meet the requirements of the Building Code.
 - c. The following materials are generally not acceptable:
 - i. Coarsely finished, “rustic” materials, such as wood shakes, shingles, barn board or stained for plywood. Poorly crafted or “rustic” woodworking and finishing techniques
 - ii. Indoor-outdoor carpeting or astro-turf
 - iii. Corrugated metal and fiberglass. (unless used sparingly)
 - iv. Moss rock
 - v. “Antique” or old brick with partial paint, mottled light variegated brick, oversized brick and white brick mortar
 - vi. Ornate wrought-iron, “New Orleans” style grille and rail work
 - vii. Stucco surfaces that are highly textured such as those sometimes associated with a “hacienda” or “Mediterranean” style

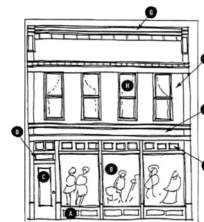
- viii. Expanded metal
 - ix. Silver or clear anodized aluminum sheets
 - x. Silver or clear aluminum extrusions for windows and doorways
 - xi. Residential type sliding glass doors
 - xii. Imitation wood siding or stone
 - xiii. Flat or molded plastic sheeting in quantities exceeding five square feet when used as primary facade materials
 - xiv. Imitation metal “rock work”
 - xv. Plastic molded imitations of any conventional building material
 - xvi. Mirror or metalized reflective glass
 - xvii. Glass block
3. Accent materials for architectural details, trim, window or door framing may be wood (painted or stained), brick, cast brick, wrought iron, or other materials compatible with the historic and architectural character of the early 1900’s downtown style. Permanent bars over windows or doors shall not be allowed under any circumstances.
4. Roof and cornice lines shall be horizontal or triangular, as shown below:



5. Primary building colors shall be red brick, brown or variants thereof, specifically excluding white, yellow or pink. Vibrant accents may be used in limited quantities at appropriate locations. Accents are to be of high quality materials and are used to promote a vibrant street life in a manner compatible with the “civic” nature of the street. Accent and highlight building colors shall equal no more than twenty-five percent (25%) of the front facade of and shall allow the full spectrum of colors. Original brick or masonry surfaces should be maintained and not be painted, unless severe deterioration of the brick or brick can be shown to require painting and other consolidation or stabilization methods cannot be shown to be appropriate.
6. Along the facade adjacent to a street, buildings shall provide an awning for a minimum of seventy-five percent (75%) of the entire length of the frontage which projects no less than six feet (6') from the building face, designed to be retracted and constructed with placement of the signage and windows in mind.



7. Each building shall provide a minimum of four (4), a maximum of eight (8) ‘early 1900’s downtown’ detail devices. No more than one (1) of any one device shall be counted toward meeting the minimum. Acceptable devices include, but are not limited to, the following:
- Kick plates
 - First Floor Display Windows
 - Recessed central entrance areas or angled entrances on corners
 - Transoms windows above entrance doors
 - Clerestory portions of display windows
 - Sign bands
 - Parapet walls with caps or cornices
 - Vertical window patterns, shapes, window sills on 2nd floor
 - Pilasters and decorative brick or stone
 - Decorative Street Lamps
 - Or similar device.

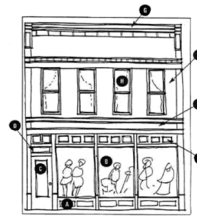


(ii) Enhancing Elements(EACH DEVELOPMENT MUST SELECT 2 OF THE 3 ELEMENTS LISTED BELOW).

- Provide two complementary primary facade materials to achieve facade articulation, visual variety and/or architectural detailing buildings.
- Application of base standards to facades not facing a public street.
- Provide a minimum of six (6), a maximum of eight (8) ‘early 1900’s

downtown' detail devices. No more than two (2) of any one device shall be allowed. Acceptable devices include, but are not limited to, the following:

- a. Kick plates
- b. First Floor Display Windows
- c. Recessed central entrance areas or angled entrances on corners
- d. Transoms windows above entrance doors
- e. Clerestory portions of display windows
- f. Sign bands
- g. Parapet walls with caps or cornices
- h. Vertical window patterns, shapes, window sills on 2nd floor
- i. Pilasters and decorative brick or stone
- j. Decorative Street Lamps
- k. Or similar device.



4. Buildings with cornice line, parapet wall, gable roof, pediment, corbel, and/or coping.

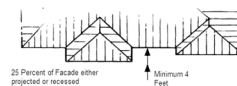
(b) Building Articulation, Form and Massing.

- (i) Base Standard(ALL DEVELOPMENT MUST COMPLY FULLY WITH ALL LISTED BELOW).

1. In order to avoid large blank building facades, variations in the elevation of building facades adjacent to a public street shall be provided in both the vertical and horizontal dimensions. Walls shall not exceed a height to width ratio of 1 to 2 without substantial variations in massing that include a change in height and either a projective or recessed element, as follows:
 - a. At least fifteen percent (15%) of the roof line of the facade adjacent to a public street shall be offset a minimum of four feet (4') in height, in a form compatible with traditional downtown-style architecture of the early 1900's, as illustrated below:



- b. At least fifteen percent (15%) of the facade adjacent to a public street shall be offset a minimum of four feet (4') either protruding from or recessed back from the remainder of the facade in GR, SC, and C Districts. At least ten percent (10%) of the facade adjacent to a public street shall be offset a minimum of four feet (4') either protruding from or recessed back from the remainder of the facade in the IND District where buildings are adjacent to residential or Main Street or other thoroughfare with a right-of-way width of 80-feet or greater. This concept is illustrated below:



2. Entrances to buildings shall be emphasized through providing projections, recessed areas, canopies, projections in height, or other architectural elements.
3. Ground floor facades adjacent to a public street in a GR, SC, and C Districts shall have arcades, display windows, entry areas, awnings, or other such features along at least seventy-five percent (75%) of their horizontal length (listing of feature labels can be found above).



(ii) Enhancing Elements(EACH DEVELOPMENT MUST SELECT 2 OF THE 3 ELEMENTS LISTED BELOW)

1. Application of the base standard to facades not adjacent to a public street, but visible from a public street.
2. Articulation of bays to reflect a smaller building massing to more accurately mimic early 1900's style downtowns.
3. Use of architectural detailing to provide variety in the visual appearance of the facade of the building. Architectural detailing may be achieved by the harmonious use of materials, colors, or textures.

(6) Additional Requirements.

(a) Gas pumps and fueling stations

- (i) Roofs of the associated pump canopy of convenience store buildings shall not be

flat or straight-lined, and should be noticeably pitched or otherwise distinguished, subject to review and approval by the City Planner.

- (ii) Canopy columns shall be fully encased with masonry materials that are complimentary to the material and color used on the main building.
 - (iii) The canopy band face shall be flat with no projections or stripes, be non-plastic and generally a metal or masonry based material, be primarily one earth-tone color that matches or accents the primary building, may not be backlit or otherwise illuminated or used as signage, and should generally be no greater than 4 feet in size, except as follows:
 - 1. The canopy band face may utilize one small button logo on each face that can be internally illuminated, as long as each button logo does not exceed 15 square feet for bands 3' in size and 20 square feet for bands 4' in size, is generally as tall as it is wide, and does not protrude more than 18 inches from the canopy in any direction.
 - 2. The canopy band face may utilize an external LED halo type light, if properly shielded/recessed and oriented downward/upward so that only the "wash" is visible.
 - 3. The canopy band face may utilize internally illuminated rings, as long as the source is LED, it is flush with the band face and only protrudes nominally (up to a maximum of 6"), and the size of the ring does not exceed more than 25% for single rings and 50% for multiple rings of the thickness of the canopy band face.
 - (iv) Exhaust valves for underground fuel storage tanks shall be designed to be located against a building, sanitation container screening wall, or other structure to mitigate their visual impact and should be an earth-tone color. If impractical, the exhaust valves may be located in an interior landscape area, if properly screened, but should not be located in the exterior landscape buffer adjacent to the public right-of-way.
- (b) Drive-Thru Facilities.
- (i) Drive-thru facilities shall provide sufficient stacking spaces, as determined by the City Planner.
 - (ii) Drive-thru facilities with a side egress onto the drive-thru shall provide the following:
 - 1. A minimum 4' wide curbed sidewalk separating the drive-thru from the pedestrian entrance.
 - 2. A minimum 4' high safety railing, comprised of black tubular steel or similar material, that stretches a minimum 10' along the curb.
 - 3. A stamped and stained cross-walk from the entrance across the drive-thru.
 - 4. Signage effectively warning of pedestrians that includes a minimum hanging/projecting sign, a stand-up sign on the sidewalk, and a minimum

2" tall door sign for patrons exiting the building.

(c) Sanitation Containers.

- (i) Garbage, trash, or refuse containers (generally known as “sanitation containers”) shall be screened on all sides. Screening materials shall be masonry of the same material and color as the main exterior facade of the main structure.
- (ii) Sanitation containers shall not be located in front of the main building unless no other option is available and shall only be allowed with Site Plan approval from City Council.
- (iii) A solid metal gate shall be provided. Gates shall be kept closed except when in use for access.
- (iv) Sanitation containers shall be subject to the following design specifications:
 - 1. Single container enclosures shall be a minimum of 12 feet wide by 14 feet deep, as measured from the inside of the enclosure’s walls.
 - 2. Double container enclosures shall be a minimum of 25.5 feet wide by 14 feet deep, as measured from the inside of the enclosure’s walls.
 - 3. Trash compactor enclosures and all other enclosure types shall be constructed to the manufacturer’s specifications.
 - 4. All enclosure types shall be required a minimum of 40 feet of straight backing, as measured from the front gates of the enclosure, to accommodate a sanitation truck’s maneuverability. If special circumstances prevent straight backing from being provided, the City Planner shall have the authority to approve angled or alternative backing movements.
 - 5. All enclosure types shall be required to provide a 24-foot vertical clear zone.

(d) Mechanical Equipment and Utilities.

- (i) Exposed conduits, ladders, exhaust valves, utility boxes and drain spouts shall be a color matching the building, an accent color, or earth-tone color.
- (ii) All new utilities shall be underground.
- (iii) Mechanical and heating and air conditioning equipment in nonresidential and multifamily uses shall be screened from view from the public right-of-way and from adjacent residential property with a solid masonry wall of the same material and color as the main exterior facade of the main structure. For such equipment located on the roof of a nonresidential or multifamily structure, the screening of the equipment shall be a minimum of one foot higher than the height of the equipment.

(e) Accessibility and Layout.

(i) Walkways.

- 1. Shaded walkways shall be at least six feet in width and shall not include

street or access laneway crossings.

2. All commercial buildings shall be connected by a shaded walkway that also connects to the public right-of-way in at least one location per drive opening onto the public right-of-way.
 3. In parking lots with greater than fifty parking spaces, there shall be provided a central shaded walkway located between parking rows in a minimum of two locations, unless otherwise approved with Site Plan approval from City Council.
 4. Shading may be accomplished through the use of trees planted 30 feet on-center, or awnings, canopies or shade structures.
- (ii) Vehicular cross-access to adjacent lots shall be provided at all times.
- (iii) Bay doors shall not be oriented toward the right-of-way and shall be screened from view from adjacent residential properties per requirements contained herein, unless otherwise approved with Site Plan approval from City Council.

G. NONRESIDENTIAL LANDSCAPE REQUIREMENTS.

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

this ordinance shall be considered legally nonconforming. Any new construction that exceeds 5,000 square feet, or more than a 30 percent expansion of an existing building, shall be required to meet the requirements herein. Pad site developments or ground lease developments shall be required to provide landscaping in accordance with the landscaping requirements herein. Landscaping requirements include detention pond landscaping and parking lot landscaping. Each requirement is in addition to the others.

(3) Xeriscaping.

- (a) Texas has an abundance of native plants which are naturally adapted to the region. Most native or adapted plants are drought tolerant or have lower water demands, and by combining Texas natives with well adapted exotic plants, water is conserved. The use of xeriscape can:
 - (i) Reduce landscape water and maintenance use by 60 percent or more, which helps extend limited water supplies and conserve water resources;
 - (ii) Provide an enhanced regional identity for Aubrey;
 - (iii) Lower pest problems and require less fertilizer needs than many non-adapted, exotic plants brought into Texas landscapes. By eradicating weeds, competition for available water resources is diminished;
 - (iv) Lower monthly water bills for users;
 - (v) Reduce runoff through the plants root system, which helps water percolate into the soil, reducing erosion and runoff, improving water quality.
- (b) In order to promote prudent use of the City's water resources and reduce the need for additional water system infrastructure, additional water resources and water purification systems, and to help ensure viability of required plantings during periods of drought, all required landscaping shall comply with the following requirements designed to reduce water usage:
 - (i) All landscaping shall be from the recommended plant material list, which is comprised of native and adapted vegetation, unless alternate plant materials are approved through the landscape plan.
 - (ii) For maximum reduction in water usage, xeriscape plants shall not be interspersed in plant massing with plants requiring higher water usage.
 - (iii) Irrigation systems shall be designed to provide the appropriate amount of water without over watering.
 - (iv) Lawn or turf is not permitted in areas with a dimension of less than eight square feet.

(4) Detention Pond Landscaping Requirements.

- (a) Stormwater control devices, such as detention/retention basins and ponds, shall be landscaped to reduce their visual impacts. Such landscaping shall not negatively impact the operation of such devices, but may include suitable planting materials that will control siltation and erosion, and in all cases shall be sodded. Ponds shall be designed in one of the following ways, subject to review and approval by the City

Engineer:

- (i) Basic (dry) ponds shall have a decorative retaining wall or slopes no greater than 4:1, shall provide a large canopy tree each 30 linear feet of the perimeter, shall provide a large canopy tree each 100 square feet of the basin, and shall provide a minimum four-inch high black tubular metal (wrought iron style) fence around the perimeter with evergreen screening.
- (ii) Amenity detention (dry) ponds shall be designed in a manner to be an amenity to the development by providing a gentle 6:1 slope (a partial decorative stone retaining wall may be allowed), shall provide a large canopy tree for each 30 linear feet of the perimeter (which may be clustered), shall provide a large canopy tree each 100 square feet of the basin (which may be clustered), shall provide a public-access path the full circumference of the pond, and shall provide benches and trash receptacles.
- (iii) Amenity retention (wet) ponds shall be designed in a manner to be an amenity to the development by providing a gentle 6:1 slope (a partial decorative stone retaining wall may be allowed), shall provide a large canopy tree for each 30 linear feet of the perimeter (which may be clustered), benches and trash receptacles. Such ponds shall include aeration to ensure water quality.

(5) Parking Lot Landscaping Requirements.

- (a) Planter Islands. Planter islands shall be provided in parking areas on the basis of ten (10) square feet of landscape area for each parking stall provided (approximately one island per 16 stalls.) The City Planner may modify the island requirement for each row in situations where it would be beneficial to combine islands into a larger island.
 - (i) Each row of parking stalls shall terminate in a landscape area containing a tree.
 - (ii) Planter islands shall have a minimum width of 8 feet back to back, if curbed, or 9 feet edge to edge if no curb is provided.
 - (iii) No parking space shall be placed greater than 100-feet from a landscaped area containing a tree.
 - (iv) Each planter island in parking areas shall contain a minimum of one canopy tree. Planter islands that have light poles may substitute two understory/accent trees for the required canopy tree.
 - (v) Big boxes may, in lieu of providing a tree every 12 spaces, choose to provide a minimum ten-foot wide continuous landscape island every eight single rows of parking, with a large canopy tree each 30 linear feet, subject to review and approval by the Director. This does not waive the requirement for terminus islands and trees on parking rows.
 - (vi) In retail developments of 15,000 square feet or more, an urban tree shall be placed in a tree grate or tree well each 30 feet on center within a minimum 12-foot wide sidewalk along active storefronts and mixed-use building fronts. Trees may be clustered so not to block the main vestibule. Facade trees are not required in areas with an architectural arcade.

- (b) Screening from Abutting Properties and Rights-of-Way. All vehicular use areas with more than 10 parking spaces located within 50-feet of an abutting property or public right-of-way shall be screened from the abutting properties and the public right-of-way with a wall, fence, evergreen hedge, berm or other durable landscape barrier. Use of berms and other hardscape materials to meet this requirement are strongly encouraged. Plants and shrubs used in living barriers shall be at least 24 inches high at time of planting and shall be a type and species from the recommended plant list that will attain a minimum height of three feet within 18 months of planting and will form a continuous hedge. Sporadic breaks in the hedge row may be approved to achieve unique designs, but breaks must be screened using hardscape devices such as decorative fencing or berms. Any landscape barrier not containing live plants or trees shall be a minimum of three feet high at time of installation.
- (i) For all nonresidential and multiple-family parcels, a minimum 20-foot landscape buffer adjacent to the right-of-way is required.
 - (ii) For all nonresidential and multifamily parcels located at the intersection of two dedicated public streets (rights-of-way), a 20-foot landscape buffer shall be provided parallel to the corner clip right-of-way dedication.
 - (iii) Landscape buffers adjacent to the public right-of-way shall contain at least one large canopy tree each 20 linear feet or fraction thereof of street frontage, inclusive of driveways. Trees may be grouped or clustered to facilitate site design. A permanent public art item of greater than 5-feet in height (i.e. obelisks, sculptures, statues, clock towers, water fountains, etc.) may be placed prominently on a site in lieu of up to 3 required trees.
 - (iv) A perimeter landscape buffer of at least ten feet in width shall be maintained between adjacent properties. This landscaping can be reduced to five feet when abutting property of the same zoning. Access ways between lots may be permitted through all perimeter landscape areas.
 - (v) Perimeter landscape buffers not adjacent to the public right-of-way shall contain at least one large canopy tree each 50 linear feet or fraction thereof when adjacent to another commercial use, and at least one large canopy tree each 30 linear feet when adjacent to residential uses or zoning. Trees may be grouped or clustered to facilitate site design and shall be appropriately staggered when adjacent to property of the same zoning.
 - (vi) For every five large canopy trees or fraction thereof required along the street frontage and perimeter, one small ornamental tree shall also be provided.
- (c) Existing Trees: The City Planner may approve variations to the planter island requirements to preserve existing trees in interior parking areas. For existing trees, the minimum width of the planter island shall be as follows:

6" caliper or less	8' minimum width
6" to 12" caliper	12' minimum width
more than 12" caliper	18' minimum width

(6) Plant Materials.

- (a) Quality Standard: All plant material shall be of No. 1 grade, free from plant disease, of typical growth for the species, have a healthy, normal root system, rounded branching pattern, and shall conform to the code of standards set forth in the current edition of the American Standard for Nursery Stock.
- (b) Recommended Plants: A list of recommended plants within each plant material type is included in Table 10-3. The applicant may propose plants other than those listed if the plant is appropriate for the intended use or the applicant maintains a plant care program sufficient to properly care for the proposed plant material. Plant materials shall be appropriate for the region and local soil conditions and shall be planted in accordance with good horticultural practice. Plants selected should require only low maintenance and should be temperature and drought tolerant.
- (c) Size Requirements when Planted: All plants shall equal or exceed the following measurements when planted. Plants larger than specified may be used, but use of such plants shall not decrease the size requirements of other proposed plants.
- (i) Tree measurement: Canopy and understory trees with single trunks shall be measured by caliper size one foot (1') above the ground line. Multi-trunk trees shall be measured by the height of the tree.

Table 10-3 Recommended Plants			
Canopy Tree	Accent/Understory Trees	Shrubs	Ground Covers
Pecan	Mexican Buckeye	Agarita	Sideoats Grama
Cedar Elm	Red Buckeye	American Beautyberry	Silver Bluestem
Texas Red	Texas Buckeye	Coral Berry	Splitbeard Bluestem
Oak Live Oak (also	Carolina Buckthorn	Texas Nolina	Switchgrass
Southern Live Oak)	Desert Willow	Red Yucca	Mexican Feather
Bur Oak	Eastern Red Cedar	Skeletonleaf	Grass
Western Soapberry	Hawthorn	Goldeneye	
Texas Ash	Honeylocust	Texas Sage	
American Elm	Mexican Plum	Japanese Barberry	
Chinquapin Oak	Possumhaw Holly	Pampas Grass	
Lacey Oak	Redbud		
Shumard Oak	Roughleaf Dogwood		
	Rusty Blackhaw		
	Viburnum		
	Texas Persimmon		
	Yaupon Holly (not dwarf species)		

The City reserves the right to approve plants and planting through an appointed horticulturist, landscape architect, or other persons so qualified.

- (ii) Minimum sizes: The minimum plant size when planted shall be as follows:

Plant Material Type	Minimum Size
Single Stem/trunk Canopy Tree	3" caliper
Multi-trunk clump Canopy Tree	6 feet high
Understory Tree	4 feet high
Shrub	15 inches high
Groundcover	4 inch containers

The City Planner may approve smaller size shrubs based on unusual growing circumstances and/or on a specific design that reflects the overall intent of this Section.

(7) Landscape/Irrigation Plan Requirements.

- (a) Qualification to Prepare Plans: Landscape plans shall be prepared by a Registered Landscape Architect, a Landscape Designer or Landscape Contractor, knowledgeable in plant materials and landscape design may also prepare the landscape plan. Irrigation plans shall be prepared by a Licensed Irrigator or Landscape Architect.
- (b) Landscape Plan Requirements. The following items shall be provided on the required landscape plan:
 - (i) Sheet size 24" by 36", or as approved,
 - (ii) Acceptable scale: 1"=10', 1"=20', 1"=40', or as approved.
 - (iii) North arrow, graphic and written scale
 - (iv) Appropriate title (i.e. "Landscape Plan")
 - (v) Title block, including street address, legal description, and date of preparation.
 - (vi) Name and address of owner
 - (vii) Name, address and telephone number of person preparing plan.
 - (viii) Property line shown with dimensions
 - (ix) Existing utilities (water, sewer, storm drain, gas, electric, cable TV, etc.)
 - (x) Width and type of bufferyards labeled on all sides
 - (xi) Location, caliper size and species of all existing trees 6" caliper or greater which are to be preserved,
 - (xii) Location, quantity, size and species of all proposed plant materials.
 - (xiii) Maintenance Note (see paragraph H.1 [subsection (9)])
 - (xiv) Label type of any enhanced pavement proposed.
 - (xv) Visibility triangles shown
 - (xvi) Seal and dated signature of Landscape Architect (if applicable)

- (xvii) Plant list, and
- (xviii) Any berms delineated with one-foot (1') contours
- (c) Irrigation Plan Requirements. The following items shall be provided on the required irrigation plan:
 - (i) Sheet size 24" by 36", or as approved
 - (ii) Acceptable scale: 1" = 10', 1"=20', 1"=40', or as approved (Must be at same scale as landscape plan)
 - (iii) North arrow, graphic and written scale
 - (iv) Appropriate title (i.e. "Irrigation Plan")
 - (v) Title block including street address, legal description, and date of preparation.
 - (vi) Name and address of owner
 - (vii) Name, address and telephone number of person preparing plan.
 - (viii) Property line with dimensions
 - (ix) Location of all existing trees 6" caliper or larger which are to be saved
 - (x) All pipes labeled as to size
 - (xi) All sprinkler heads labeled as to type (key is acceptable)
 - (xii) Backflow prevention device labeled with type and size
 - (xiii) Location of water meter and connection to water service
 - (xiv) Any existing utilities (water, sewer, storm drain, gas, electric, cable TV, etc.)
 - (xv) Note indicating that installation must be inspected by the City of Aubrey
 - (xvi) Maintenance Note indicated.
 - (xvii) Seal and dated signature of professional who prepared plan.
- (8) Visibility Triangles. In complying with the landscaping requirements set forth herein, no landscaping shall be permitted or allowed to cause visibility obstructions and/or blind corners at intersections.
 - (a) Whenever an access way intersects with a public right-of-way or when the subject property abuts the intersection of two or more public right-of-ways a triangular visibility area, as described below in subsection (e) of this section, is created. Landscaping within the triangular visibility area shall be designed to provide unobstructed cross-visibility at a level between three feet and six feet in height. Trees may be permitted in this area provided they are trimmed in a manner that prevent limbs or foliage from extending into the triangular visibility area.
 - (b) All sight/visibility triangle distances herein shall be measured from the intersection edges of the curb or, where there is no curb, from the end of the pavement or gravel,

unless otherwise specified.

- (c) Street intersections -Each such intersection shall have a sight triangle of 45 feet on each leg from the point of intersection.
 - (d) Driveway -Each driveway intersection shall have a sight triangle of 45 feet along the street and 20 feet along the driveway from the point of intersection.
 - (e) Landscaping, except required grass and low groundcovers, shall not be located closer than three feet from the edge of any access way pavement.
 - (f) In the event other visibility obstructions are apparent in the proposed landscape plan, as determined by the Director, the minimum landscape area requirements set forth herein may be reduced to the extent to remove the conflict.
- (9) Maintenance.
- (a) General: The owner, tenant and the agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping and irrigation. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding, and other such activities common to the maintenance of landscaping. Landscaped areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping, all plant materials shall be maintained in a healthy and growing condition as is appropriate for the season of the year. All irrigation heads or lines that are broken and flow water shall be replaced or repaired immediately to prevent the waste of water.
 - (b) Plant Replacement: The owner shall be responsible for replacing all plant materials which shows dead branching over 25 percent or more of the normal branching pattern and repair irrigation system for a period of one year from the date of issuance of the Certificate of Occupancy. Plant materials that die shall be replaced with plant material of similar variety and similar initial size. The Owner shall make such necessary replacements within 30 days of notification by the City.
- H. SCREENING ELEMENTS AND FENCES. In order to provide maximum safety to pedestrians and motorists at intersections and at ingress and egress points from public streets, highways and alleys to private property, to conserve and protect aesthetic views and vistas, to secure hazardous areas from unauthorized entry, to contain livestock and other agricultural activities, and to screen and protect permitted outside materials storage areas, the following regulations are prescribed for the location, type and height of regulated required and nonrequired screening elements and fences. The terms “screening elements” and “fence” as used herein, are defined in Section 4.
- (1) Traffic Visibility at Intersections. On a corner lot in any district, nothing shall be erected, placed, planted or allowed to grow in such a manner as to materially impede vision between a height of two and one-half (2-1/2) feet and ten (10) feet above the centerline grades of the intersecting streets in the area bounded by the street lines of such corner lots and a line joining points along said street lines twenty (20) feet from the point of the intersection.
 - (2) Traffic Visibility at Interior Lots. On an interior lot in any district, nothing shall be erected,

placed, planted or allowed to grow in such a manner as to materially impede the vision or in any way create a traffic hazard to motorists entering or exiting any public highway, street, alley, or private street or driveway from or to adjacent private property.

(3) Residential Districts - General.

- (a) Screening elements and fences shall be restricted to a maximum height of eight (8) feet, measured from the adjacent grade line, except as otherwise allowed.
- (b) Nonresidential uses in a residential district shall be suitably screened from view, to a height not less than six (6) feet of any adjacent residential lot or dwelling use along the side and rear property lines of such nonresidential use. Said screening requirements shall not be mandatory for public schools, parks or churches, except where a parking lot of active outdoor intensive use area (such as a playground) is adjacent to a residential lot or dwelling. Parking lot screening need not be more than three and one-half (3-1/2) feet in height. Off-street loading areas of any nonresidential use shall be adequately screened from view of any residential dwelling or lot or of any other adjacent public or semi-public land use.
- (c) Where a multifamily use abuts a one or two-family district, the side and rear property lines of said multifamily district shall be suitably screened from view, to a height not less than six (6) feet, of any adjacent dissimilar residential dwelling or lot.
- (d) Garbage, refuse and trash collection/storage areas in any multifamily development or other nonresidential use permitted in a residential district shall be enclosed on at least three (3) sides by a dense screening element to adequately screen such area from view of the surrounding area.
- (e) A screening fence may be placed at the front property line of a residential district, measured from the adjacent grade, when (1) the height does not exceed eight (8) feet, and (2) there is minimum transparency of 75%. Masonry columns constructed of brick, stone, or reinforced concrete, ornamental metal rail fencing, or any sustainable material with more than a 30-year life expectancy is allowed as long as the opacity of the screen does not exceed 25%.
- (f) No screening element comprised of brick, masonry, concrete or solid metal shall be erected or placed which would interfere with the installation or maintenance of any public utility line, service or drainageway, within the easements reserved therefor.

(4) Nonresidential Districts - General.

- (a) Where a nonresidential use abuts a residential lot, use or district, the side and rear property lines abutting said residential lot, use or district shall be suitably screened by the nonresidential use so as to obscure the view from the residential lot, use or district to the nonresidential use to a height not less than six (6) feet.
- (b) Where a district boundary separating a residential district from a nonresidential district is along a street or alley, and an automobile parking lot or parking area is located in the front yard of the nonresidential use, then said parking lot or parking area facing the residential lot, use or district shall be suitably screened to a height of not less than three and one-half (3-1/2) feet.
- (c) Where garbage, refuse and trash collection/storage is permitted and the screening

thereof is required, then such screening shall be provided around the exposed perimeter thereof of not less than six (6) feet in height.

- (d) In all districts where open space is permitted and the screening thereof is required, then such screening shall be provided around the exposed perimeter thereof of not less than six (6) feet in height.
- (e) Off-street loading areas shall be adequately screened from view of any residential dwelling or any other adjacent residential land use.
- (f) No screening element comprised of brick, masonry, concrete or solid metal shall be erected or placed which would interfere with the installation or maintenance of any public utility line, service or drainageway, within the easements reserve therefor.
- (g) All required screening elements shall be permanently and adequately maintained by the nonresidential property owner.

(5) Barbed Wire Fences.

- (a) Barbed wire fences used in conjunction with permitted agricultural and related activities and in industrial districts are permitted without restrictions, but are expressly prohibited in all other districts.

(Ordinance 135-87 adopted 4/14/87; Ordinance 494-13, ex. A, adopted 3/19/13; Ordinance 495-13, ex. A, adopted 3/19/13; Ordinance 503-13, ex. A, adopted 6/18/13; Ordinance 504-13 adopted 6/18/13; Ordinance 549-15 adopted 1/20/15)

§ 24. BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY.

- A. BUILDING PERMITS REQUIRED. No building or other structure shall be erected, moved, added to, enclosed, or structurally altered without a permit. For single-family structures, or for any construction which is of a lesser extent but is a part of a single-family structure, including fences, driveways, or room additions, a permit shall be issued by the administrative official. For any other type of building or structure, which is of a multifamily, commercial or industrial type use, no permit shall be issued by the administrative official without prior approval of the planning and zoning commission.
- B. APPLICATION FOR BUILDING PERMIT. All applications for building permits where the estimated construction costs exceed \$1,000.00 shall be accompanied by plans in triplicate drawn to scale, showing the actual dimensions and shape of the lot to be built upon, the exact sizes and locations on the lot of buildings already existing, if any, and the location and dimensions of the proposed building or alteration. The application shall include such other information as lawfully may be required by the building inspector, including existing or proposed building or alteration, existing or proposed uses of the building and land, the number of families, housekeeping units, or rental units the building is designed to accommodate, conditions existing on the lot, and such other matters as may be necessary to determine conformance with, and provide for the enforcement of, this Ordinance.

One (1) copy of the plans shall be returned to the applicant by the building inspector, after he shall have marked such copy either as approved or disapproved and attested to same by his signature on such copy. The original and one (1) copy of the plans, similarly marked, shall be retained by the building inspector.

- C. EXPIRATION OF BUILDING PERMIT. If the work described in any building permit has not begun within six (6) calendar months from the date of issuance thereof, said permit shall expire; it shall be canceled by the building inspector; and written notice thereof shall be given to the persons affected, together with notice that further work as described in the canceled permit shall not proceed unless and until a new building permit has been obtained.
- D. CERTIFICATE OF OCCUPANCY REQUIRED FOR NEW OR ALTERED BUILDINGS OR CHANGES IN USE OF NONCONFORMING USES.
- (1) No nonconforming building or use shall be maintained, renewed, changed, or extended until a certificate of occupancy shall have been issued by the building inspector. The certificate of occupancy shall state specifically wherein the nonconforming use differs from the provisions of this Ordinance, provided that upon enactment or amendment of this Ordinance, owners or occupants of nonconforming uses or buildings shall have three (3) months to apply for certificates of occupancy. Failure to make such application within three (3) months shall be presumptive evidence that the property was in a nonconforming use at the time of enactment of this Ordinance.
 - (2) No permit for erection, alteration, moving, or structural repair of any building shall be issued until an application has been made for a certificate of occupancy, and the certificate shall be issued in conformity with the provisions of this Ordinance upon completion of the work.
 - (3) A temporary certificate of occupancy may be issued by the building inspector for a period not exceeding six (6) months during alterations or partial occupancy of a building pending its completion, provided that said temporary certificate may include such conditions and safeguards as will protect the safety of the occupants and the public.
 - (4) The building inspector shall maintain a public record of all certificates of occupancy.
 - (5) Failure to obtain a certificate of occupancy shall be a violation of this Ordinance and punishable under Section 3 of this Ordinance.
- E. CONSTRUCTION AND USE TO BE AS PROVIDED IN APPLICATIONS, PLANS, PERMITS, AND CERTIFICATES OF OCCUPANCY. Building permits or certificates of occupancy issued on the basis of plans and applications approved by the administrative official authorize only the use, arrangement, or construction set forth in such approved plans and applications, and no other use, arrangement, or construction. Use, arrangement, or construction at variance with that authorized shall be deemed a violation of this Ordinance, and punishable as provided by Section 3.B. hereof.
- F. CERTIFICATE OF OCCUPANCY REQUIRED.
- (1) Certificates of Occupancy Required. A certificate of occupancy (CO) permit must be obtained on all buildings hereafter erected or structurally altered; which shall include nonresidential or commercial, before any building is occupied and its utilities are turned on. A building must pass an inspection prior to being issued a Certificate of Occupancy permit. The provisions of this section of the ordinance are designed specifically to provide for the safety and well-being of the tenants whom are to occupy said dwellings.

The Building Inspector will issue a written list of violations that must be corrected before the property may be occupied by a tenant; or will instruct, in writing, the City Secretary to

issue the Certificate of Occupancy as soon as the property has been inspected and found to be suitable for occupancy.

If initial inspection finds the property does not pass the safety inspection, the inspector will issue a list of repairs that must be completed before the Certificate of Occupancy is issued; when the repairs are completed the inspector will re-inspect the property and if the repairs are in order, will issue the Certificate of Occupancy.

- (2) Fee Established. A person who applies for a Certificate of Occupancy shall pay a nonrefundable administrative fee. This administrative fee is to cover the cost associated with the inspections, reviewing and maintaining the documentation required by this Chapter. Such fee may appear on the person's water utility statement. The Director of Public Works is authorized to collect such charges in a manner consistent with this Ordinance, City Codes and State law.
- (3) Expiration. If a property is unoccupied for more than 180 days, a new Certificate of Occupancy must be completed before tenant can occupy property.
- (4) Penalty for Violations and Other Remedies. A person who violates any provision of this Chapter by performing an act prohibited or by failing to perform an act required is guilty of a misdemeanor; each day the violation continues shall be a separate offense.
- (5) Appeal. A person may appeal the decision of the Building Inspector by making a written request for appeal to the Mayor or designee within seven business days of the adverse decision or action. The appeal hearing shall be conducted as soon as practicable following receipt of the notice of appeal. The appeal shall be heard by the Mayor. An adverse decision of the Mayor may be appealed by written notice to the City Board of Adjustment, whose decision shall be final and binding.
- (6) A Certificate of Occupancy shall be required for the following:
 - (a) occupancy and use of a building hereafter erected or structurally altered;
 - (b) change in use of an existing building to a use of a different classification;
 - (c) occupancy and use of vacant land, except agricultural Use;
 - (d) change in the use of land to a different classification;
 - (e) any Nonconforming Use or change in a Nonconforming Use;
 - (f) change of tenant, or applicant, or property owner of a lease space or building[.]

No such use, or change of use, shall take place until a Certificate of Occupancy therefor shall have been issued by the Building Official.

(Ordinance 135-87 adopted 4/14/87; Ordinance 195-94 adopted 2/7/94; Ordinance 285-00 adopted 6/20/00; Ordinance 491-13 adopted 2/19/13; Ordinance 555-15, sec. 2, adopted 4/21/15; Ordinance 560-15, sec. 2, adopted 7/21/15; Ordinance 570-15, sec. 2, adopted 7/21/15; Ordinance 642-18 adopted 9/25/18)

§ 25. PARKING SPACE REGULATIONS.

- A. AUTOMOBILE PARKING SPACE REGULATIONS. Whenever any ordinance, regulation, or

plan enacted or adopted by the City Council is for the purpose of providing off-street automobile parking spaces or of establishing requirements that such spaces be provided within any section or sections of the city, then such plan or requirements shall govern within such sections. Otherwise off-street automobile parking spaces shall be provided as follows, applicable to buildings hereafter erected and uses hereafter established, to such nonconforming uses as may be required to conform to the regulations hereof, and to extensions and enlargements of buildings and uses.

- (1) Except as otherwise provided in this section, off-street parking spaces shall be provided as follows:

USE OF BUILDING OR SITE	MINIMUM NUMBER OF PARKING SPACES REQUIRED
Residential:	
Single-Family	2.0 per dwelling unit
Two-family	2.0 per dwelling unit
Multifamily:	
Efficiency and one bedroom	2.0 per dwelling unit
Two or more bedrooms	2.0 per dwelling unit
Commercial:	
Offices, General	1.0 per 300 sq. ft. gross floor area
Banks and Savings and Loan	1.0 per 600 sq. ft. gross floor area plus 1.0 space per employee
Clinics and Doctor's Offices	1.0 per 300 sq. ft. gross floor area
General Retail	4.0 per 1,000 sq. ft. gross floor area
Shopping Centers	3.0 per 1,000 sq. ft. gross floor area
Carwash	0.3 per employee, plus 1.0 for owner or manager, plus reservoir parking as provided below
Restaurants	1.0 per 3 seats
Hotels, Motels	1.0 per rentable room plus 0.5 per employee on any one shift
Halls for meeting, dancing, social events	1.0 per 4 persons accommodated
Entertainment:	
Bowling Alleys	6.0 per lane
Pool Hall	6.0 per 1,000 sq. ft. gross floor area
Industrial:	1.0 per 2 employees on any one shift
Auditoriums and Theaters:	1.0 per 3 seats
Churches:	1.0 per 3 seats

USE OF BUILDING OR SITE	MINIMUM NUMBER OF PARKING SPACES REQUIRED
Day Care Center or Nursery:	1.0 space for every ten (10) children or clients, based on maximum occupancy and licensing capacity; plus 1.0 space per employee; plus 1.0 space for each bus or van parked on property; and adequate stacking spaces for pick-up and drop-off.
Elementary and Jr. High Schools:	1.0 per classroom plus 1.0 space per 4 seats in auditorium
High School:	1.0 per classroom plus 1.0 per 3 students in instruction plus 1.0 space per 4 seats
Hospitals:	1.0 per 2 beds plus 1.0 per 3 staff members on any one shift
Nursing Homes:	1.0 per five beds plus 1.0 per 2 staff members on any one shift
Wholesale Storage and Jobbing:	1.0 per employee, plus 1.0 per business vehicle parked on premises, plus 2.0 for visitor or customer parking

Off-street reservoir parking shall be provided for an automatically operated carwash equal to three (3) times the maximum capacity of the carwash, and for a manually operated carwash equal to six (6) times the maximum capacity of the carwash, for automobiles awaiting entrance. "Maximum Capacity" shall mean the greatest number of automobiles undergoing some phase of washing at the same time.

The required yard setbacks for any building shall not be included in calculating the minimum space requirements for off-street parking.

- (2) Where a building or a site contains two (2) or more uses, the off-street parking requirement shall be computed as the sum of the required off-street parking spaces for each individual use.
- (3) Each business, commercial, manufacturing or industrial use having deliveries made by truck more than once a day between the hours of 8:00 a.m. and 6:00 p.m., or where the time of loading and unloading materials or goods exceeds ten (10) minutes between those hours, shall provide off-street truck loading space on the lot, such space to be not less than thirty-five (35) feet in length, twelve (12) feet in width, and fifteen (15) feet in height.
- (4) For the purpose of this subsection, one parking stall shall be not less than one hundred seventy-five (175) square feet in area, together with whatever area is required for means of ingress and egress thereto, except that in the case where attendants perform the act of parking in defined and adequate stalls then each such stall shall be considered a parking stall as required herein.
- (5) A driveway for access to any single parking space or to a parking lot shall be not less than twenty (20) feet in width nor more than thirty (30) feet in width at the property line along the street and shall be so located as to minimize traffic hazard and congestion.
- (6) All required parking stalls shall be located on the premises to which such requirement

applies or within an off-street space distance not more than five hundred (500) feet from such premises, provided that such stalls as are required for employees and proprietors of any premises may be located within an off-street space distance not more than one thousand (1,000) feet from such premises except as otherwise provided in this subsection or other subsections of this Ordinance.

- (7) Provision of parking stalls shared jointly by several persons in the same block or in the same vicinity is permissible, in which case the number of stalls required shall be the sum total of the individual requirements, provided that where it is found by the board of adjustment, upon application thereto, that the parking demand generated by the different uses included in any joint arrangement to provide parking stalls required herein occurs at distinctly different times, as in the case of a theater generating demand for parking during such daytime hours, and in similar cases, the board of adjustment may reduce the total number of parking stalls to be jointly provided.
- (8) All parking spaces required for any use and provided in compliance with the provisions of this subsection on the same lot or plot as that occupied by such use shall be considered to be required spaces for the use or uses to which appurtenant and shall not be reduced or encroached upon in any manner.
- (9) The surface of parking stalls and aisles, truck standing spaces, and access driveways therefor shall be treated, prepared and maintained for adequate drainage and the elimination of dust, dirt, and mud, according to city specifications.
- (10) In a case where existing off-street parking facilities have unused parking capacity and where such facilities are open to the use of the public free of charge or at reasonable rates, the board may reduce the parking space requirements for any use [at a] distance not more than eight hundred (800) feet from such facility or facilities, provided that the total number of stalls in such reduction shall be not greater than the total number of stalls of unused capacity.
- (11) In a case where any public or private off-street parking facility, to be open to the use of the public free of charge or at a reasonable rate, is planned or is in process of development and where the board has reasonable assurance that such development will be carried to completion and will when completed relieve the parking demand in an area within five hundred (500) feet thereof in some measure or in full measure, the board may establish a reasonable time period within which any use or uses within such area shall provide required space for parking stalls. Upon completion of all or a portion of such development, the provision of paragraph (10) above may be applied by the City Council.
- (12) In a case where the customary mode of transportation of a majority of the patrons, employees, and proprietors of any use, to and from the area in which such use is located, is other than by private automobile, the board may reduce by an amount not to exceed fifty percent (50%) the space required for parking stalls for such use.
- (13) In a case where it is clearly shown by the applicant to the satisfaction of the board that the provision of the amount of space required herein for parking stalls, due to the particular nature of the proposed use or other condition, would be unnecessary hardship, the City Council may reduce such requirement.

B. RECREATIONAL VEHICLES.

- (1) With property owner consent, a recreational vehicle may be used as a temporary dwelling on private property only if permitted by the City by the granting of a Temporary Recreational Vehicle Permit, for a period not to exceed fourteen days. For a Temporary Recreational Vehicle Permit to be granted, an applicant must provide the property owner's written consent. For any given lot or tract of privately owned real property, a Temporary Recreational Vehicle Permit may be granted up to four times per calendar year. The Permit must be clearly displayed in the window of the RV.
 - (2) Under circumstances of force majeure, an RV may be used as a temporary dwelling in excess of the fourteen-day time period with approval from the City Administrator and subsequent approval by City Council at the next available Council meeting.
 - (3) A recreational vehicle parked in accordance with a Temporary Recreational Vehicle Permit may not discharge gray water or toilet waste on the ground or in violation of any applicable state laws or regulations. An RV, if connected to an electrical outlet, shall be connected to a minimum 30 amp or 50 amp outlet for purposes of storage.
 - (4) A recreational vehicle parked in accordance with a Temporary Recreational Vehicle Permit shall be parked on a driveway, outside of the public right-of-way, or in the side or rear yard of the property owner's residence. A recreational vehicle stored on private property or parked for long-term storage (not used for dwelling purposes) does not require a Temporary Recreational Vehicle Permit.
 - (5) On-street parking of any recreational vehicle shall be limited to a 72-hour period for purposes of loading and unloading.
 - (6) A recreational vehicle parked or stored at an otherwise legally operating RV park or RV storage business is not required to obtain a Temporary Recreational Vehicle Permit.
- (Ordinance 135-87 adopted 4/14/87; Ordinance 474-12, sec. 2.05, adopted 8/21/12; Ordinance 593-16, sec. 3, adopted 7/19/16; Ordinance 643-18, sec. 7, adopted 9/28/18)

§ 26. NONCONFORMING USES.

- A. INTENT. Within the districts established by this Ordinance, or amendments that may later be adopted, there exist:

lots and uses of lands;

buildings and structures;

uses of land and buildings in combination; and

characteristics of use which were lawful before this Ordinance was passed and amended, but which would be prohibited, regulated or restricted under the terms of this Ordinance or future amendments. It is the intent of this Ordinance to permit these nonconformities to continue until they are removed. It is further the intent of this Ordinance that such nonconformities shall not be enlarged upon, expanded or extended, nor be used as ground for adding other buildings and structures or uses prohibited elsewhere in the same district.

Nonconforming uses are declared by this Ordinance to be incompatible with permitted uses in the districts involved. A conforming use of a building or structure, a nonconforming use of land, or a nonconforming use of buildings and land in combination shall not be extended or enlarged after passage of this Ordinance by attachment on a building or premises of additional signs intended

to be seen from off the premises or by the addition of other uses of a nature which would be prohibited generally in the district involved.

To avoid undue hardship, nothing in this Ordinance shall be deemed to require a change in the plans, construction, or designated use of any building on which actual construction was lawfully begun prior to the effective date of adoption or amendment of this Ordinance and upon which actual building construction has been carried on diligently. Actual construction is hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner. Where excavation or demolition or removal of an existing building has been substantially begun preparatory to rebuilding, such excavation or demolition or removal shall be deemed to be actual construction, provided that work shall be carried on diligently.

- B. NONCONFORMING LOTS OF RECORD. In any district in which residential, commercial, or industrial buildings are permitted, buildings may be erected on any single lot of record, or multiple lots of contiguous street frontage in the same ownership, which were recorded prior to the effective date of this Ordinance. This provision shall apply even though such lot or lots fail to meet the minimum requirements for area, width, or depth, as governed by Section 22, however all other provisions of Section 22 shall apply.

- (1) Conformance When. The lawful use of a building or land existing at the date of enactment of this Ordinance, although such does not conform to the provisions hereof, may be continued, but if nonconforming use is discontinued for a period of six (6) consecutive calendar months it shall not thereafter be resumed and any future use of such building or land shall be in conformity with the provisions hereof.

The use of the land, if changed from a nonconforming use, shall be in conformity with the provisions hereof.

- (2) Repairs - Cost Ceiling. The total structure repairs or alterations in a nonconforming building shall not, during its life, exceed 50 percent (50%) of the assessed value of the building unless changed to a conforming use. The use of a nonconforming building may be changed to another nonconforming use of the same or more restricted classification.
- (3) Extension When. A nonconforming use of a building or land shall not be extended unless changed to a conforming use.
- (4) Classification Changes. Whenever the nonconforming use of a structure is changed to the use of a more restricted classification, such use shall not thereafter be changed to a use of a less restricted classification.

For the purpose of this regulation, uses permitted in SF1 Districts shall be deemed to be those in the most restricted classification.

- (5) Restoration When. A nonconforming structures destroyed or damaged by fire, flood, wind, earthquake, explosion or other casualty, or by the public enemy, to the extent where the cost of restoration would amount to less than fifty percent (50%) of its assessed value, may be restored. If the damage is in excess of fifty percent (50%) of its assessed value or restoration is not started within a period of one (1) year and carried diligently to completion, application for restoration shall be made to the board of adjustment to permit such restoration. Property owners, as shown by the city tax records on the effective date of this Ordinance, shall be able to restore their property regardless of the extent of destruction, without making application to the board of adjustment. However, said

restoration shall comply with all construction codes then in effect within the city.

- (6) Applicability. The provisions of this section shall apply to any use that may become a nonconforming use due to a change in the classification of the district in which located, from the effective date of the ordinance making the change.

(Ordinance 135-87 adopted 4/14/87; Ordinance 548-14, sec. 3 adopted 12/16/14)

§ 27. SIGN REGULATIONS.

- A. APPLICABILITY; PURPOSE AND INTENT. The purpose of this section is to regulate the location, size, construction, duration, use, and maintenance of all signs on a content-neutral basis. The regulations contained within this section shall be applicable within the corporate territorial limits and the extraterritorial jurisdiction of the City of Aubrey, Texas. The general objectives of this section are to balance the rights of individuals to convey their messages through the lawful use of signs with the rights of the public to be protected from potential harm, to promote the health, safety, and welfare of the general public, and to aid in achieving the following goals:

- (1) Safety. To promote the safety of persons and property by providing that signs do not:
 - (a) Create a hazard due to collapse, fire, decay, and/or abandonment;
 - (b) Obstruct firefighting or police observation; or
 - (c) Create traffic hazards by confusing or distracting pedestrians, motorists, or cyclists.
- (2) Communication Efficiency. To enhance the economy, the business, and the industry of the City by promoting the reasonable, orderly and effective display of signs and thereby encourage clear communication with the public, so that:
 - (a) Businesses and services may identify themselves;
 - (b) Motorists, pedestrians, and other persons may locate a business or service;
 - (c) Priority is given to the conveyance of public safety messages; and
 - (d) The right of free speech is preserved and exercised using signs.
- (3) Environmental Preservation and Aesthetics. To protect the public welfare and to preserve and enhance the appearance and economic value of the built environment, by providing that signs:
 - (a) Protect, preserve and enhance scenic views, natural landscapes, and historic values of the city;
 - (b) Protect, preserve and enhance economic viability of the city's commercial corridors by assuring aesthetic appeal to businesses and residents alike;
 - (c) Do not create visual clutter to persons using the public rights-of-way;
 - (d) Do not create a nuisance to occupants or customers of adjacent property by sign size, height, brightness, or materials; and
 - (e) Are not detrimental to land or property values.

- B. **DEFINITIONS.** For the purposes of this Section 27, Sign Regulations, the following words shall have the following definitions ascribed to them. Words not defined in this Section 27, Sign Regulations shall be as defined in Exhibit 14A, Section 4, or if not defined herein or in Exhibit 14A, such terms shall be given their common and ordinary meaning.

Abandoned sign means a sign that for at least six continuous months does not identify or advertise a bona fide business, lessor, service, owner, product, or activity, and/or for which no legal owner can be found, and/or that pertains to a time, event or purpose that no longer applies.

Advertising means the act of conveying information to seek the attraction of or to direct the attention of the public to any location, event, person, activity, goods, services or merchandise.

Attached sign means any sign affixed to, applied on, or supported by any part of a building located on-premises.

Awning sign means a permanent sign that is directly applied, attached, or painted onto an awning, which is a projection, shelter, or structure of canvas, metal, wood, or other similar approved material that covers a pedestrian walkway and is intended for protection from the weather or as a decorative architectural feature. (See detailed information and restrictions in subsection E(1)(a), Permanent Signs Allowed in Downtown Area, Awning Signs.)

Balloon/floating device means a visible airtight or airflow through apparatus commonly made of latex, mylar or other similar material that extends by a cord, rope, string, wire or other similar material.

Bandit sign means unauthorized signs posted on utility poles, street signs, traffic signals or signal supports, signal boxes, fences, barricades, trees, posts, or other fixtures within the public right-of-way or public property. The term also includes signs on private property not meeting the definition of a temporary sign and placed with or without the permission of the owner of the property.

Banner sign means a temporary sign having characters, letters, or illustrations applied to plastic, cloth, canvas, or other light fabric or similar material, with the only purpose of such nonrigid material being for background. (See detailed information and restrictions in subsection E(2)(a), Temporary Signs in Downtown Area, Banner Signs.)

Billboard sign means a large freestanding sign, generally supported by a metal frame, and consisting of two parallel sign faces which are oriented in opposite directions, used for the display of posters, printed, painted, fixed or electronic advertisements that generally directs attention to a location other than the premises on which the sign is located.

Builder promotional sign means a sign that is located on a residential or commercial property advertising the availability of homes and/or tenant space. (See detailed information and restrictions in subsection E(5)(a), Miscellaneous or Temporary Signs, Builder Promotional Signs.)

Building means any structure that has a roof supported by columns or walls for shelter, support, or enclosure intended for persons, animals, or material goods for any use or occupancy. When separated by dividing walls without openings in a manner significant enough to prevent the spread of fire, each portion of such structure separated may be deemed as a separate building.

Building official means the City's building official or his designee or other City-authorized agent appointed by the City Manager.

Canopy sign means a permanent sign that is applied, attached, painted, or affixed on a canopy or other roof-like cover over gasoline fuel pump, vacuum area at car detail facilities, or other areas

where services are provided to a patron in a vehicle intended for protection from the weather or as a decorative embellishment. (See detailed information and restrictions in subsection E(3)(a), Permanent Signs, Canopy Signs.)

Cantilevered ground sign means a permanently affixed sign which is wholly independent of a building for support and where the primary support is supplied by a post and the sign hangs from a bracket or support. (See detailed information and restrictions in subsection E(3)(b), Permanent Signs, Cantilevered Ground Signs.)

Certificate of occupancy means an official certificate issued by the City which indicates conformance with building, zoning, and health safety regulations and authorizes legal use and occupancy of the premises for which it is issued.

Changeable electronic message/reader board sign means a permanent sign or portion of a permanent sign designed to allow advertising or wording to be changed at periodic intervals, either manually or electronically, and is operated whereby light is turned on and off intermittently. This definition includes any illuminated sign in which such illumination is not kept stationary or constant in intensity and color when said sign is in use, including a light emitting diode ("LED") or digital sign. The term "changeable electronic message/reader board sign" does not include a sign located within the right-of-way that functions as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices approved by the Federal Highway Administrator as the National Standard. (See detailed information and restrictions in subsection E(5)(b), Miscellaneous or Temporary Signs, Changeable Electronic Message/Reader Board Sign.)

City means the City of Aubrey, Texas.

City Manager means the City Manager or his designee or other City-authorized agent designated by the City Manager.

Conforming sign means a sign that is legally installed in conformance with jurisdictional laws and ordinances.

Construction sign means a temporary sign containing graphics, symbols, text or images securely attached to, or printed directly onto the screening fabric of, a temporary fence or barrier placed around an active construction site. (See detailed information and restrictions in subsection E(5)(c), Miscellaneous or Temporary Signs, Construction Sign.)

Crown sign means a wall sign extending not more than three feet from the building facade and located on the upper horizontal band of a building at least 55 feet in height and four stories in height. (See detailed information and restrictions in subsection E(3)(c), Permanent Signs, Crown Signs.)

Development sign, temporary means a temporary sign which advertises real estate, brokerage, development or similar opportunities related to the land on which the sign is located. The definition does not include Builder Promotional Signs. (See detailed information and restrictions in subsection E(5)(d), Miscellaneous or Temporary Signs, Development Sign.)

Drive-through order sign means a sign erected in conjunction with a use that incorporates a drive-through or drive-in. (See detailed information and restrictions in subsection E(3)(d), Permanent Signs, Drive-Through Order Signs.)

Effective sign area means the portion of the sign face that is utilized for the display of information to include background, however, does not include the framework or base of the sign.

Erect or install means to build, construct, attach, hang, place, suspend, affix, paint, display, apply,

assemble or place in any manner, including, but not limited to, on the exterior of a building or structure.

Exempt means a sign permit is not required; however, compliance with all other City ordinances and the City's Zoning Ordinance, as it currently exists or may be amended, is required.

Facade means any separate face of a building, including parapet walls and omitted wall lines, or any part of a building which encloses or covers usable space. Where separate faces are oriented in the same direction, or in directions within 45 degrees of one another, they are considered as part of a single facade.

Feather flag means a wind device as defined herein that contains a harpoon-style pole or staff driven into the ground for support.

Flag means a piece of fabric attached to a staff or cord on one end and generally used as a symbol of a nation, state, political subdivision, or organization. (See detailed information and restrictions in subsection E(5)(e), Miscellaneous or Temporary Signs, Flags.)

Flagpole means a freestanding device permanently placed in the ground for the purpose of flying a flag of a nation, state, political subdivision, or organization.

Frame duration means the time during which the frame continues a changeable message sign.

Garage sale see yard sale.

Government/regulatory sign means any sign that is erected by or upon the order of a public officer, employee or agent thereof, in the discharge of official duties.

Graffiti means pictures, words, slogans, images, or other artwork painted, drawn, scratched, or applied in any manner to exterior walls, fences, structures, vehicles, stone, statues, buildings, or other items in public view. Graffiti includes the illegal or unauthorized defacing of a building, wall, or other edifice or object by painting, or otherwise marking it with words, pictures, symbols, advertising, logos, relations with a group, indecent/vulgar images, or offensive language.

Grand opening means a commemoration that promotes the opening of a new business. A grand opening may only be located at the business that received a certificate of occupancy.

Human sign means any hand-carried or held sign, symbol, or display on persons visible from the public right-of-way, which may include persons dressed in costume.

Illegal sign means a sign that fails to comply with any provision of this section 27, or other applicable Ordinance of the City, and which is not classified as a nonconforming sign as defined herein.

Illuminated sign means a sign designed or made that consists of lights, LEDs, or other form of illumination that displays a message or picture that does not scroll, fade, blink, flash, travel, or through any other means that do not provide constant illumination.

Impounded sign means a sign that is legally removed by the City in accordance with the provisions of subsection D(6), "Removal of Signs in Violation."

Incidental sign means a sign that is normally incidental to the allowed use on the property such as, but not limited to, directional signs, entrance, exit, or overhead clearance. (See detailed information and restrictions in subsection E(5)(f), Miscellaneous or Temporary Signs, Incidental Signs.)

Inflatable sign means a temporary sign manufactured of plastic, cloth, canvas, or other light fabric and inflated with air. (See detailed information and restrictions in subsection E(5)(g),

Miscellaneous or Temporary Signs, Inflatable Signs.)

Logo means any registered or recognized design, insignia, or other mark, which is used in advertising to identify an organization, individual, company, or product.

Mechanical sign means any sign, which rotates, shakes, or moves by means of a motor, battery, or the like.

Merchandise display means any goods, wares, merchandise, or other advertising object or structure suspending from any building, pole, structure, sidewalk, parkway, driveway, parking area, or fuel pump island for the purpose of advertising such items.

Message transition means the process by which a change occurs or the period of time between the changing from one message to another on a changeable message sign.

Monument sign means a permanent freestanding sign that is supported from grade to the bottom of the sign having or appearing to have a solid and opaque base independent of the principle building or structure.

Monument sign, multiple tenant means a permanent freestanding sign that is supported from grade to the bottom of the sign having or appearing to have a solid and opaque base independent of the principle building or structure located on a single lot that contains multiple businesses. (See detailed information and restrictions in subsection E(3)(e), Permanent Signs, Monument Signs - Multiple Tenant Signs.)

Monument sign, single tenant means a permanent freestanding sign that is supported from grade to the bottom of the sign having or appearing to have a solid and opaque base independent of the principle building or structure located on a single lot that contains only one business. (See detailed information and restrictions in subsection E(3)(f), Permanent Signs, Monument Signs - Single Tenant.)

Mural sign means pictures or artwork painted, drawn, or applied on the exterior walls of a building depicting a non-commercial message. (See detailed information and restrictions in subsection E(1)(b), Permanent Signs in Downtown Area, Mural Signs.)

Neglected sign means a sign that has any missing panels, burned out lights, missing letters or characters, rust, loose parts, damage, fading from its original color, supports or framework with missing sign or parts, or is not maintained.

Non-profit sign means a temporary sign that shall be located on private property that is owned by a legitimate business or entity that has as a primary function a charitable and/or non-profit status, as determined by the IRS standard. (See detailed information and restrictions in subsection E(5)(h), Miscellaneous or Temporary Signs, Non-Profit Signs.)

Non-residential use means any structure or use not included in the definition of "residential use" contained in this section including, but not limited to, a home-builder model home, a temporary sales trailer, and an apartment leasing office.

Nonconforming sign means any sign and its supporting structure that does not conform to all or any portion of this section 27, Sign Regulations, and (1) was in existence and lawfully erected prior to the effective date of this section; (2) was in existence and lawfully located and used in accordance with the provisions of any prior ordinances applicable thereto or which was considered legally nonconforming thereunder, and has since been in continuous or regular use; or (3) was used on the premises at the time it was annexed into the City and has since been in regular and continuous use. (See detailed information and restrictions in subsection D(4), Nonconforming Signs.)

Notice means a notice required by this section shall be sufficient if it is submitted by personal delivery, registered or certified mail with return receipt requested, and/or sending the notice through the United States Postal Service.

Obscene sign means a sign in which the dominant theme of material taken as a whole appeals to a prurient interest in sex, is patently offensive because it affronts community standards relating to the description or representation of sexual matters and is utterly without redeeming social value.

Off-premises sign means a sign that advertises, promotes, or pertains to a business, person, organization, activity, event, place, service, product, etc., at a location other than where the sign is located.

On-premises sign means a sign that advertises, promotes, or pertains to a business, person, organization, activity, event, place, service, product, etc., at the location of which the sign is located.

Outdoor vending machine sign means a sign located on an outdoor machine, device, or equipment which may include, but is not limited to, coin-operated/electronic payment vending machines, fuel dispensing pumps, telephone facilities, automatic teller machines, automotive vacuum cleaners, amusement rides, propane tank sales, and similar machines, devices, or equipment. (See detailed information and restrictions in subsection E(5)(i), Miscellaneous or Temporary Signs, Outdoor Vending Machine Signs.)

Person means any individual, firm, partnership, corporation, company, organization, or business entity of any kind.

Pole sign means a freestanding sign that is detached from a building and is supported by one or more structural elements that are either: (1) architecturally dissimilar to the design of the sign; or (2) less than 1/4 the width of the sign.

Political sign means a temporary sign announcing or supporting political candidates or issues in connection with a national, state, or local election. (See detailed information and restrictions in subsection E(5)(j), Miscellaneous or Temporary Signs, Political Signs.)

Portable sign means any sign not permanently attached to the ground or to a building which is designed to be easily transported or conveyed to different locations.

Premises means a lot, parcel, tract, or plot of land together with the buildings and structures thereon.

Prohibited sign means signs that do not comply with this or other applicable ordinances and that are otherwise not allowed within City boundaries or in Aubrey's Extraterritorial Jurisdiction (ETJ).

Projecting sign means a permanent attached sign that is wholly or partially dependent upon a building for support and extends from said building, generally at a right angle. (See detailed information and restrictions in subsection E(1)(c), Permanent Signs allowed in Downtown Area, Projecting Signs.)

Public informational sign means a sign erected by or at the direction of the City, local, federal or state governments for the purpose of providing instruction, information, or direction to the general public, including, but not limited to, signs identifying a property address, restrooms, handicap parking spaces, reserved parking spaces, freeze warning, no trespassing, no dumping, no loitering, no soliciting, beware of dog warning, water resource information, lock/take and hide, construction entrance and/or exit signage.

Residential subdivision entrance sign (subdivision entry sign) means a permanent freestanding sign that is supported from grade to the bottom of the sign having or appearing to have a solid and opaque base independent of the individual residential structures and located on a lot owned and maintained by the HOA for the purposes of identifying the main or secondary entrances to a residential community. (See detailed information and restrictions in subsection E(4)(a), Permanent Signs allowed in Residential and Multi-Family Districts, Residential Subdivision Entrance Sign.)

Residential use means a structure where the primary purpose is to provide a permanent place of residence to an individual or family.

Residential yard sign means an on-site temporary residential sign used to publicize or announce information at the discretion of the homeowner or tenant of the property such as, but not limited to, home improvement signs, residential real estate signs, or school affiliation signs. (See detailed information and restrictions in subsection E(5)(n), Miscellaneous or Temporary Signs, Residential Yard Signs.)

Revolving sign means a sign that turns, spins, partially revolves, or completely revolves 360 degrees on an axis.

Right-of-way means the area on, below, or above a public roadway, highway, street, public sidewalk, waterway, or utility easement in which the City has an interest.

Roof sign means a sign mounted on and supported by the roof portion of a building, above the uppermost edge of a parapet wall and is supported by the building, or a sign that is painted directly upon the roof or top of a building.

Scoreboard means a sign located on or adjacent to an athletic field or stadium, which is used to display information pertaining to an event at the field or stadium. (See detailed information and restrictions in subsection E(5)(k), Scoreboards.)

Searchlight means any use of lighting intended to attract the general public by the waving or moving of light beams.

Section or this section means these Sign Regulations unless the context otherwise specifically provides.

Sidewalk sign means a movable sign not secured or attached to the ground or surface upon which it is located. This sign type is typically an A-frame or spring-mounted sign. (See detailed information and restrictions in subsection E(2)(b), Temporary Signs allowed in Downtown Area, Sidewalk Signs and in subsection E(5)(l), Miscellaneous and Temporary Signs, Sidewalk Signs.)

Sign means any form of publicity or advertising which directs attention to an individual, business, commodity, service, activity, or product by means of words, figures, numerals, emblems, devices, trade names or trademarks, or other pictorial matter that communicates information of any kind to the public.

Sign cabinet means a wall or freestanding sign that is self-enclosed and contains all the text and/or logo symbols within the enclosed cabinet which may or may not be illuminated. It can be single- or double-faced.

Strip center means a commercial building comprised of multiple, individual businesses on a single lot where the primary entrance for each tenant is generally accessed from the outside.

Subdivision means the division of a lot, tract, or parcel of land into two or more lots, plats, sites, or other divisions of land for the purpose, whether immediate or future, of sale or of building

development.

Temporary development sign means a sign that identifies a real estate project that is under construction.

Temporary sign means any sign which is not rigidly and permanently installed into or on the ground, attached to a building, or as defined in this section.

Temporary, non-profit sign means any sign which meets the criteria for a temporary sign within this section but is used by a non-profit agency or entity and placed for a limited duration on the property owned by the non-profit agency or entity. (See detailed information and restrictions in subsection E(5)(h), Miscellaneous or Temporary Signs, Non-Profit Signs.)

Total sign area means the total area of a sign including the display, framework, and base.

Unified development zone means a tract of land or a grouping of lots that are considered as one unit, such as a shopping center or a college campus.

Unified sign plan means a specific and uniform scheme for a unified development zone or a specific geographic area within the City whereby the signage is coordinated by color, type of materials, size, graphics, fonts, and design elements to create a cohesive and attractive.

Vacant building sign means any sign associated with a vacant building or a vacant lease space, except a sign pertaining to the lease or sale of the building to which it pertains, or a sign which is under lease from an owner or his authorized agent when such sign is maintained by a person operating under his own bond.

Vehicle means a motorized machine on wheels, treads, or runners by which any person, material, commodity, or property is or may be transported.

Vehicular sign means a commercial sign painted upon or applied directly to (including magnetic) any truck, car, bus, trailer, boat, recreational vehicle, motorcycle, or other vehicle. (See detailed information and restrictions in subsection E(5)(m), Miscellaneous or Temporary Signs, Vehicular Signs.)

Wall sign means a permanent sign affixed to or painted on an exterior wall and extending not more than 12 inches from the facade of any building to which it is attached, supported throughout its entire length by the building face. (See detailed information and restrictions in subsection E(1)(d), Permanent Signs allowed in Downtown Area, Wall Signs and in subsection E(3)(g), Permanent Signs, Wall Signs.)

Wayfaring sign means a specific sign erected or endorsed by the City that is placed to direct citizens and visitors to points of interest within the City. (See detailed information and restrictions in subsection E(1)(e), Permanent Signs allowed in Downtown Area, Wayfaring Signs.)

Wind device means any pennant flag, streamer, spinner, balloon, feather sign, or similar device made of cloth, canvas, plastic, or any flexible material designed to float or move freely.

Window sign means a sign affixed to any surface of a window (internal or external) or is located within three feet from the interior window of any establishment. (See detailed information and restrictions in subsection E(1)(f), Permanent Signs allowed in Downtown Area, Window Signs.)

Yard/garage sale means a sign indicating the date and location of the sale of goods at a residential property and includes yard sales and estate sales. (See detailed information and restrictions in subsection E(5)(o), Miscellaneous or Temporary Signs, Yard Sale Signs.)

Zoning districts means the various use districts designated in the City's Zoning Ordinance.

Zoning sign means any temporary sign erected in conjunction with a request to zone or rezone a property in accordance with the City's Zoning Ordinance.

C. JURISDICTION AND APPLICABILITY.

- (1) The terms and conditions of this Section 27, Sign Regulations shall apply to all signs located within both the City of Aubrey and its extraterritorial jurisdiction (ETJ), pursuant to Local Government Code, Chapter 216, as amended. The City Manager shall be responsible for interpreting and administering the provisions of this section as set forth herein.
- (2) Signs located on property owned by the City of Aubrey, an independent school district or any other governmental agency are not required to meet the requirements of this section. However, signs located on property owned by the City of Aubrey shall be permitted only upon approval of the City Manager.

D. ADMINISTRATION.

(1) Permit Required.

- (a) Sign Permit Required. No sign, unless otherwise excepted under this Section 27, Sign Regulations, shall be erected, placed, located, secured, constructed, altered, attached, painted or displayed to/on the ground, any building, and/or any structure, until a permit for such sign has been approved and issued by the City Manager. In no event shall a permit be required for any government/regulatory sign, and a government/regulatory sign may be placed in the public right-of-way.
- (b) Application. An application for a sign permit may be obtained from the City's offices. The City Manager shall approve or deny an application for a sign permit within 30 days of the City's receipt of a completed application. An application shall be complete upon City's receipt of all submittal documents and information outlined in the sign permit application and this section. An application shall provide all information required by this section for the type of sign for which a permit is requested, shall be subject to the criteria based upon the type of sign requested, and shall be subject to the general criteria as set forth below:
 - (i) A diagram shall be provided showing the location of the sign on the property, all applicable required measurements and dimensions of the proposed sign, as well as any applicable proposed electrical connections.
 - (ii) Engineer sealed plans may be required for a proposed sign as determined necessary in the discretion of the City Manager, upon review of a permit application.
 - (iii) Incorrect, inaccurate, false, or misleading information provided in an application shall be grounds for denial of the proposed permit.
 - (iv) An application shall be eligible for permit issuance if a proposed sign conforms to all City ordinances and the requirements of applicable adopted building codes that may be applicable.
 - (v) After a sign permit has been issued, it shall be unlawful to change, modify, alter, or otherwise deviate from the terms and conditions of the approved sign permit without prior approval by the City Manager.

- (c) Permit Fee. Every application for a sign permit shall be submitted with a nonrefundable fee as provided in the City's fee schedule. An application will not be accepted without the permit fee paid in full.
 - (i) Fees for sign permit applications shall be assessed in accordance with the City's currently adopted fee schedule.
 - (ii) Work without a permit. A fee of two times the amount of the permit fee shall be assessed for any work done without or prior to the issuance of a permit.
 - (d) Inspection. The City Manager is authorized to perform or direct the performance of an inspection of any and all signs to determine that the sign has been constructed in accordance with and complies with the requirements of this section, all applicable ordinances, and the approved permit. The City Manager shall determine the method and time of such inspections.
 - (e) Permit Expiration/Extension/Removal. If the work authorized by a sign permit issued under the provisions of this section has not been completed within 90 days after the date of issuance of a sign permit, the permit shall expire unless extended as provided herein. Additional time for completion of construction may be approved by the City Manager upon receipt of a written request by a permit holder documenting good cause for the delay if such request is received prior to expiration of the 90 day period for construction. If a sign has not received final inspection approval by the City within the 90 day period, or an extension is not approved, the permit holder shall remove all components of the partially constructed sign from premises upon which the sign is located within 10 business days of permit expiration.
- (2) Interpretation, Administration and Revocation of Permit.
- (a) The City Manager shall be responsible for interpreting and administering these Sign Regulations. The City Manager may suspend or revoke any permit for a sign issued in error, or for which incorrect, misleading, or false information was supplied as part of the permit application, or if a permit is issued in violation of any provision of this section, any other ordinance of the City, or the laws of the state or the federal government. Such revocation shall be effective when communicated as provided in subsection (2)(b). Any sign that is the subject of a revoked permit shall be immediately removed by the person in control of the sign or premises upon which the sign is located, or within a reasonable time as determined by the City Manager. The time for removal shall not exceed 10 business days of the date of the written notice of revocation.
 - (b) Notice of revocation shall be deemed to have been given by letter sent certified, first-class mail, return receipt requested and addressed to the person to whom the permit is issued, the owner of the sign, or the owner of the premises on which the sign is located at the owner's address as recorded in the appraisal district records of the appraisal district.
 - (i) The City Manager may revoke a contractor registration issued in error or for those reasons stated herein.
 - (c) Temporary exemptions: The City Manager shall have the authority to approve temporary exceptions to the sign ordinance as set forth in this section in emergency

circumstances and/or in relation to public works project's directional and safety signage.

- (d) Public safety protection: Nothing in this section is meant to prevent any public safety agency from setting up and utilizing any type of sign needed on a temporary basis to protect and enhance public safety solely at the discretion such agency or the City.
- (3) Prohibited Signs. The following signs are expressly prohibited:
- (a) Abandoned signs;
 - (b) Merchandise displays, except as authorized by the City's Zoning Ordinance;
 - (c) Billboard signs;
 - (d) Graffiti;
 - (e) Neglected signs;
 - (f) Balloon and air devices;
 - (g) Bandit signs;
 - (h) Human signs;
 - (i) Portable signs, unless specifically permitted within this section;
 - (j) Revolving signs;
 - (k) Mechanical signs;
 - (l) Pole signs;
 - (m) Roof signs;
 - (n) Vacant building signs;
 - (o) Wind devices/feather flags, unless used in conjunction with a City-authorized special event, excluding flags and banners as authorized by this section;
 - (p) Obscene signs;
 - (q) LED, string or similar lighting outlining windows, doors, or other similar building features;
 - (r) Searchlights, beacons, or laser lights, unless used in conjunction with a City-authorized special as defined in subsection B, Definitions, of this Code, as amended; and
 - (s) Other prohibited signs:
 - (i) Any sign not referenced in or governed by these Sign Regulations or expressly allowed by City ordinance, state or federal law;
 - (ii) Any sign erected or installed without the issuance of a permit, either prior to or after the adoption of this section (if a permit was required);

- (iii) Any sign that emits odor or visible matter;
- (iv) Any billboard sign located, relocated, or upgraded within the corporate limits or extraterritorial jurisdiction of the City;
- (v) Any sign erected or installed in or over a public right-of-way or access easement, unless permitted within this section;
- (vi) Any sign located on private property without the consent of the owner of the premises;
- (vii) Any sign that does not comply with this or other applicable municipal ordinances, or those which do not comply with federal or state laws;
- (viii) Any sign supported by a bench, tree, rock, bridge, [or] public utility pole;
- (ix) Any sign supported by a fence, except as otherwise permitted in this section;
- (x) Any floating device(s) anchored to the ground of any vehicle, structure or any other fixed object for the purpose of advertising or attracting attention to a business, commodity, service, sale, or product, except as otherwise permitted in this section;
- (xi) Any sign placed on any traffic control device or utility support structure or pole, or over public right-of-way or other public property, unless the sign is placed by the City, county, state, or other authorized governmental agency, or with the permission of the City, for public purposes, unless permitted within this section; and
- (xii) Off-premises signs, unless specifically permitted within this section.

(4) Nonconforming Signs.

- (a) Signs legally in existence at the time of the adoption of this Section 27, Sign Regulations, which do not conform to the requirements of this section and/or signs meeting the definition of a nonconforming sign provided in this section, shall be considered nonconforming signs, and may remain in place as provided herein. A sign that is not classified as a nonconforming sign as defined herein shall be classified as an illegal sign.
- (b) All permanent signs and sign structures, with the exception of existing pole signs, which are addressed in subsections D(4)(b)(vii) and D(4)(b)(viii), and billboards (currently deemed illegal and nonconforming) and addressed in subsection D(4)(b)(ix) shall be brought into conformance with the sign regulations when and if the following occurs:
 - (i) The sign is removed, relocated, or significantly altered. Significant alterations include changes in the size or dimension of the sign. Changes to the sign copy or the replacement of a sign face on a nonconforming sign shall not be considered a significant alteration.
 - (ii) If more than 50 percent of the sign area is damaged, it shall be repaired to conform to this section.

- (iii) An alteration in the structure of sign support.
 - (iv) A change in the mechanical facilities or type of illumination.
 - (v) A change in the material of the sign face.
 - (vi) If the property where the nonconforming sign is sold with full ownership being transferred, the nonconforming sign shall be brought into conformance with this Code at the time of transfer unless the buyer continues to operate the business under the same name that was on the nonconforming sign at the time of transfer.
 - (vii) Notwithstanding subsection D(3)(l), pole signs existing as of the date of June 26, 2025 which are less than two years old may be maintained for a maximum of seven years, if they otherwise conform to this Section 27 of the Aubrey Code of Ordinances.
 - (viii) Notwithstanding subsection D(3)(l), pole signs existing as of June 26, 2025 which are more than two years old may be maintained for a maximum of five years, if they otherwise conform to this Section 27 of the Aubrey Code of Ordinances.
 - (ix) Notwithstanding subsection D(3)(c), billboard signs existing as of June 26, 2025 may be maintained for a maximum of five years, if they otherwise conform to this Section 27 of the Aubrey Code of Ordinances.
- (c) Change to a Conforming Sign. A Nonconforming Sign may be altered to become or be replaced with a sign that conforms to the requirements of this section. Once a sign is altered to conform or is replaced with a sign that conforms with the requirements of this section, the nonconforming rights for the original sign shall lapse and a nonconforming sign may not be re-established. Unless a sign is prohibited or is an illegal sign as defined herein, proposed changes or modifications to a Nonconforming Sign that are not allowed as provided in this section shall only be allowed with an approved variance utilizing the variance process provided in subsection D(8).
- (d) If there is no sign in place on a sign structure or building wall for six continuous months, the nonconforming rights are lost, and a nonconforming sign may not be re-established. If the sign structure is unused for less than six continuous months, a nonconforming sign may be re-established.
- (e) A nonconforming sign in the City or its extraterritorial jurisdiction (ETJ) may be relocated, reconstructed, or removed as provided by law including, but not limited to, V.T.C.A., Local Government Code, ch.216 as it exists or may be amended.
- (f) A nonconforming sign or sign structure may be removed temporarily to perform sign maintenance or sign repair. In order to preserve the nonconforming sign status, the person removing the sign must inform the City Manager, in writing, before the sign is removed. If the responsible party fails to inform the City Manager, any re-erected sign shall lose its nonconforming status and will be considered a new sign subject to compliance with all requirements of this section.
- (5) Maintenance of Signs/Neglected and Abandoned Signs.
- (a) All signs, including nonconforming signs, shall be continuously maintained in a neat

condition and appearance. Sign panels and/or sign graphics shall be secured and maintained so that they do not separate from, hang from, or fall from a sign. Sign panels and sign graphics shall not be faded, ripped, or have any other damage. Illuminated signs with all or part of the sign being unilluminated shall be repaired within seven business days of the date of notice.

- (b) Abandoned signs and neglected signs shall be considered a public nuisance and are prohibited.
 - (c) Upon written notification to the permit holder by the City Manager, such abandoned signs shall be removed from the premises and neglected signs shall be repaired or removed from the premises by the property owner, agent, or person having beneficial use of the land, building, or structure upon which sign is located within seven business days of the date of notice.
 - (d) The notification shall state that the offending sign shall be repaired or removed by the owner, agent, or person having beneficial use of the land, building, or structure upon which such sign is located within seven business days of the date of notice. The notification shall further state that if the sign is not removed or repaired, a citation may be issued and the City may utilize any civil remedy available to remove or repair the sign, up to and including impoundment and placement of a lien on the property to recover costs of repair or removal.
 - (e) If any sign is determined to present an immediate danger to the health, safety, and general welfare of the public, the City may remove it immediately without providing prior written notice. However, within 10 days of the date of removal of the sign, the City shall notify the owner of the property on which the sign was located of the reason(s) for removal of the sign and may utilize a civil process or place a lien on the property to recover costs. Such notice shall be sufficient if provided in writing to the owner of the premises on which the sign is located at the owner's address as recorded in the appraisal district records of the appraisal district or the person to whom a sign permit has been issued for the sign.
 - (f) It shall be unlawful for any person, firm, or corporation receiving such written notice to fail to comply with the direction of the notice. In the event of failure to comply with such notice, the City Manager is hereby authorized to cause the removal and impoundment of such sign. Any expenses incident thereto shall be the responsibility of the owner, agent, or person having beneficial use of the land, building, or structure upon which such sign was located.
- (6) Removal of Signs in Violation.
- (a) Removal/Impoundment of Prohibited Signs. All prohibited signs, dilapidated signs, or noncompliant signs shall be considered a public nuisance and are prohibited by this section within the City limits and its extraterritorial jurisdiction. Upon identification of any prohibited sign, the City Manager shall provide written notification of the violation to the owner of the property on which the prohibited sign is located and/or the installer of the sign.
 - (i) The notification shall state that the offending sign shall be removed by the owner, agent or person having beneficial use of the land, building or structure upon which such sign is located within the time period prescribed after written

notification to do so.

- (ii) The notification shall further state that if the prohibited sign is not removed within a specific time frame (not to exceed 10 calendar days) a citation may be issued and the City may resort to any civil remedy available up to and including impoundment.
 - (iii) If any sign is determined to present an immediate danger to public health, safety, or welfare, the City shall remove it immediately.
 - (iv) Within 10 calendar days of the removal of the sign, the City Manager shall notify the owner of the property on which the sign was located of the reason(s) for the removal of the sign.
 - (v) Signs authorized by a sign permit number with an expiration date shall be removed promptly upon the date of expiration.
 - (vi) Signs remaining after the date of expiration shall be deemed prohibited. The sign permit that provides the expiration date shall be considered adequate notice of violation.
 - (vii) Bandit signs may be removed immediately by the City.
- (b) Failure to Comply. It shall be unlawful for any person receiving such written notification or having an expired sign permit to fail to comply with the direction of the notification. In the event any person fails to comply with such notice provided, the City Manager is hereby authorized to cause the removal and impoundment of such sign. Any expenses incident thereto shall be the responsibility of the owner, agent or person having beneficial use of the land, building or structure upon which such sign was located.
- (c) Impounded Signs and Recovery.
- (i) Impounded signs may be recovered by the owner within seven calendar days from the date of the written notification of impoundment by paying a fee determined by the City's current fee schedule as approved by the City Council.
 - (ii) Impounded signs not recovered within seven calendar days from the date written notification of impoundment is sent shall be deemed abandoned and may be disposed of by the City in any manner City Manager determines appropriate.
- (7) Unified Sign Plan.
- (a) A Unified Sign Plan is required prior to the issuance of a sign permit for all signage on properties that are greater than four acres in size and/or have more than six independent businesses located on the overall property. The purpose of the Unified Sign Plan is (i) to provide overall sign locations on a property by identifying the relationship of each sign to surrounding and existing signs and properties; and (ii) to provide uniformity in size, design, colors, and proportions of signs within the development. In addition, the Unified Sign Plan shall be designed to promote a cohesive relationship between current developments and proposed future improvements and to provide for consistency and uniformity among buildings and signs for a commercial development made up of multiple independent businesses and

for adjacent residential developments. The Unified Sign Plan purpose is to provide signage so that it identifies commercial establishments in a readable and distinct manner to allow uses to be easily differentiated, and to maintain an uncluttered appearance that provides a pleasing visual environment.

- (b) A Unified Sign Plan shall contain the following information:
- (i) Elevations of the locations of signs illustrating the materials of construction, colors, lighting, fonts of letters and dimensions of the signs. If the sign is to be attached to a building, the elevation shall be a composite of the sign and the building;
 - (ii) Elevations depicting the size of the signs in relation to the size of the buildings within the development;
 - (iii) A plan drawn to preliminary site plan, or site plan specifications, as detailed in the Zoning Ordinance, as it currently exists or may be amended, of the site illustrating the location of existing and proposed signs on the property and, if required by City staff, on adjacent properties;
 - (iv) Other information to illustrate the consistency and uniformity of the signs; and
 - (v) For Unified Sign Plans, the sign plan shall identify a unified development zone. Only those properties and businesses included within the unified development zone shall be included/identified on the unified development signs erected within the unified development zone. Prior to City consideration of a unified development zone, all property owners located within a proposed unified development zone must submit notarized letters to the City authorizing the creation of the unified development zone. A lot shall only be included in one unified development zone.
- (c) A Unified Sign Plan is required for all commercial use developments in all zoning districts that include six or more independent businesses within the overall development zone or that are located upon land that is greater than four acres in size, whichever is the most restrictive.
- (d) A proposed Unified Sign Plan and all individual signs requested within such plan, or as otherwise required in this section, shall be submitted to the development services department for review and approval. The Unified Sign Plan, including individual signs therein, will be reviewed for compliance with this section 27 and in accordance with the City's development review schedule. The Building Official may approve or deny a Unified Sign Plan or approve such plan or individual signs therein with conditions. Should the building official deny a proposed Unified Sign Plan or sign therein, the applicant shall be notified in writing within 10 days of such decision and shall have a right to appeal the decision of the Building Official to the sign board within 10 days of the date of the decision of the Building Official, and thereafter may appeal the decision of the Sign Board to the City Council. Appeals under this section to the Sign Board and City Council shall be in accordance with the procedure and criteria set forth in subsection D(8)(b) hereof.

(8) Waivers and Appeals.

- (a) Sign Board. All waivers and appeals to this section of the Zoning Ordinance shall be presented to the Sign Board. This appointed body shall be made up of the same members as the Board of Adjustment.
- (b) Process. Any person requesting a waiver from the rules and regulations detailed herein shall apply in writing to the Sign Board. The application shall contain the information and plans requested in the waiver specifically identifying the requested variation or relief from the provisions of this section, along with the established application fee required in the City's fee schedule. The application shall include reasons for the requested waiver including any situation or issue that the applicant believes will necessitate the requested variation or relief from the requirements of this section, and the existing regulations to be altered. No public hearing and/or notification of property owners is required for a sign waiver. The burden of demonstrating that the requested waiver meets the requirements of this section shall be on the applicant.
- (c) Approval Standards. When considering a request for a waiver from the requirements of this section 27, the Sign Board shall consider the following criteria when granting a waiver:
 - (i) Special conditions exist which are unique to the land, structure or building involved and are not applicable to other lands, buildings or structures in the same vicinity. The Sign Board may attach such conditions to granting all or a portion of any waiver necessary to achieve the purpose of this section; and
 - (ii) The strict interpretation of the provisions of this section would deprive the applicant of rights commonly enjoyed by other properties in the vicinity under the terms of this section; and
 - (iii) The special conditions and circumstances necessitating the request for waiver do not result from the actions of the applicant and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences; and
 - (iv) Granting the waiver will meet the objectives of the section and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare; and
 - (v) Granting of the waiver will be in harmony with the spirit and purpose of this section, the Zoning Ordinance and the Comprehensive Plan of the City.
- (d) Approval by the Sign Board. In its sole discretion, the Sign Board shall have the authority to waive or amend certain regulations if it deems the change to be in the best interest of the City of Aubrey.
- (e) Appeal. If the Sign Board denies the application for a waiver, the applicant may appeal to the City Council, which will have the final authority. In its sole discretion, the City Council shall have the authority to grant a waiver or amend certain regulations if it deems the change to be in the best interest of the City of Aubrey.
- (f) Limitation on Reapplications. When the City Council has denied an application for waiver under this section, no new applications for the same request or for a request of

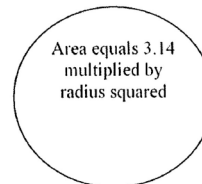
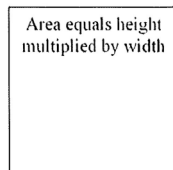
a similar nature shall be accepted or scheduled for consideration by the City Council for a period of 12 months after the date of such City Council denial. Applications that have been withdrawn at or before the meeting date at which an application is posted for consideration by the Sign Board, and appeals of Sign Board decisions that have been withdrawn at or before the meeting date at which an appeal is posted for consideration by the City Council may be resubmitted at any time for consideration before the Sign Board and/or City Council.

(9) Penalty for Violation of Section 27, Sign Regulations.

- (a) Penalty for Violation. Any person, as defined herein, who violates any one or more of the provisions of this section or causes or permits the violation of any one or more provisions of this section shall be guilty of a Class C Misdemeanor upon conviction, and shall be subject to a fine not to exceed the maximum fine of \$500.00 or \$2,000.00 as applicable and allowed by state law. A separate offense shall be deemed committed upon each day or part of a day during or on which a violation occurs or continues.
- (b) Presumption of Ownership. There shall be a rebuttable presumption that a person is responsible for a violation of this section if the person is:
 - (i) The permit holder for the sign; or
 - (ii) The owner, operator, agent, employee, or manager of an entity or business that is identified on or endorsed or promoted by the Sign, or if the Sign identifies a phone number or email, physical or other social media address for such person or a person who is listed or otherwise identified on the sign as responsible for the sign or the purpose being advertised.
- (c) Presumption Rebuttable. The presumption established by subsection (9)(b) may be rebutted if the person provides the full name, date of birth, physical and mailing address, and telephone number or numbers for the person who is determined to be responsible for the violation.

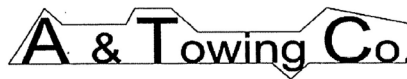
(10) Sign Measurement.

- (a) Area. The area of a sign shall be measured as follows:
 - (i) For signs in the shape of a square, rectangle, circle, or similar standard geometric shape, the area shall be calculated by using the standard mathematical formula (height multiplied by width, 3.14 multiplied by radius squared, etc.) of the effective sign area.



- (ii) For signs with an irregular shape, the area shall be measured by enclosing the sign elements with intersecting lines and using the standard mathematical

formula (height multiplied by width). This method of measurement shall be used for wall sign with individually mounted letters.



- (iii) The area of a spherical, cylindrical, or other three-dimensional sign shall be measured by calculating the area of a two-dimensional drawing of the largest elevation of the sign.
- (iv) Where a sign has two faces, the area of the largest sign face shall be used to determine the area of the sign provided the two faces are within 30 degrees from parallel. Where a sign has two or more faces that are greater than 30 degrees from parallel, the sign area shall either be calculated as the sum of the area of each face, or the sign will constitute two signs (a V-shaped sign).
- (v) Letters forming a word or name shall be considered a single sign, regardless of the spacing between letters.
- (b) Height. The height of all signs shall be measured from the top edge of the sign and/or support structure to the average finished grade of the ground below the sign and/or support structure. If a sign is located on a mound, berm, or other raised area for the sole purpose of increasing the height of the sign, the height of the mound, berm, or other raised area shall be included in the height of the sign. The supports of a freestanding sign shall not be included in calculating the area of the sign but shall be included in the measurement of the height of the sign.
- (11) Criteria for Permissible Signs. The following signs are allowed, subject to compliance with the conditions and the specifications provided in this section. Signs that do not comply with the following conditions and specifications or are not specifically authorized within this section are considered to be an illegal sign and shall be prohibited. It shall be unlawful for a person to erect, allow, maintain, or cause to be erected an illegal sign.

E. APPROVED SIGNS.

- (1) Permanent Signs Allowed in Proposed Downtown Area.
 - (a) Awning Signs.

(i) Location	Permitted in conjunction with non-residential uses or in a residential zoning district for apartment uses for which a building permit and/or certificate of occupancy has been issued. The supporting structure may not extend into or over the street right-of-way. Signs shall be securely attached to the elevation of the awning, and may not swing, sway, or move in any manner.	
(ii) Maximum Effective Sign Area	10 percent of the total area of the awning.	
(iii) Minimum Clearance	9 feet in height above sidewalk or walkway.	
(iv) Design	Canvas, metal, wood, or other material approved by the City Manager. Minimum height for text or graphic elements shall be 6 inches. The awning shall be secured to the building and may not move in any manner. An awning requires the issuance of a building permit prior to installation, unless approved with the initial building permit.	
(v) Dimensions	Maximum width of awning: 75 percent of building width Maximum height of message: 12 inches	
(vi) Permit Required	Yes.	

(b) Murals.

(i) Location	Shall be tiled or painted directly upon or affixed to the exterior wall of the building. Must have written permission of the property owner at the time of permit application. May be up to 100 percent of the building elevation on which it is located. Text and symbols are limited to 10 percent of the size of the entire mural.	
(ii) Maintenance	It is the intent of the City to maintain the historic murals in downtown Aubrey. To that end, mural signs shall be kept in good repair, free from excessive paint chipping, peeling, or fading. Mural signs found not to be in good repair must be repaired within 90 days from the date upon which the property owner receives a written order from the building official to repair the mural sign. Should the mural sign not be repaired within 90 days of notice by the City, the City reserves the right to repair and/or repaint the mural sign. If the City repairs and/or repaints the mural sign, the property owner will be charged the cost of the repair and/or repainting. If payment of the cost of the repair and/or repainting has not been paid within 60 days, the City may place a lien against the property in the amount of the charge for the repair and/or repainting.	
(iii) Illumination	Mural signs may be illuminated by external lighting cast onto the mural sign provided that: The brightness and intensity shall not be greater than necessary to make the mural visible; and Lighting shall be shielded from all adjacent buildings and streets; and The lighting shall not create excessive glare to pedestrians and/or motorists and will not obstruct traffic control or any other public informational signs.	
(iv) Permit Required	Yes, location must be approved by the City Manager.	
(v) Permit Stipulation	Mural signs may not be used to advertise products or services offered or sold off-location or on-site.	

(c) Projecting Signs.

(i) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued. May project into right-of-way (with City Council approval of an encroachment agreement) but shall be located a minimum of three feet from back of curb of any adjacent street or drive. May be erected on a building corner when the building corner adjoins the intersection of two streets. No portion shall extend above the roof line, a parapet wall, or the eave line.	
(ii) Maximum Total Sign Area	The surface area of the sign where text and graphics are displayed shall not exceed a maximum of 10 percent of the area of the building elevation to which it is attached.	
(iii) Minimum Clearance	9 feet above sidewalk or walkway. Requires Fire Department review and approval.	
(iv) Maximum Number of Signs	One per tenant per elevation.	
(v) Design	Shall not extend above a building wall. May extend no more than three feet from the facade of a building.	
(vi) Support	Shall be supported from the side edge of the sign in an approved manner.	
(vii) Permit Required	Yes.	

(d) Wall Signs.

(i) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued. Shall not be allowed on accessory structures. Shall not be allowed on any facade (other than the main front of the building) that faces property zoned for single-family uses if the sign is within 150 feet of the property line of said residential property. Tenant within a strip center. Signage shall be restricted to the facade of the applicable tenant space on the building.	
(ii) Maximum Effective Sign Area	The total of all effective sign area on each facade, shall not exceed 60 square feet or 20 percent of the facade, whichever is greater. In no instance shall a wall sign exceed the maximum height limitations noted in subsection (iii) below. Tenant within a strip center. Shall be measured by the size of the front facade of the applicable tenant space.	
(iii) Maximum Height	Height of sign is based on the height of the building: Less than 20 feet: Four feet 20 feet to less than 30 feet: Six feet 30 feet to less than 40 feet: Eight feet 40 feet to less than 50 feet: 10 feet 50 feet or greater: 12 feet	
(iv) Minimum Clearance	9 feet above sidewalk, walkway, or street. If sign is painted on the wall, there is no minimum clearance.	
(v) Maximum Number of Signs	Unlimited, however, the individual sign heights may not exceed what is allowed in subsection (iii) above, and the total combined area cannot exceed what is allowed in subsection (ii) above. Signage for a multi-tenant building with a single entry, shall be limited to a maximum of two signs per elevation of appropriate scale and size identifying the major tenant or name of building.	
(vi) Design	When projections on the wall face prevent the placement of the sign flat against the wall face, the space between the back of the sign and the wall shall be closed at the top, bottom, and ends with incombustible materials. In no case shall an attached sign project above the roof line or parapet wall of any building.	
(vii) Permitting Stipulation	Signage for a multi-tenant building with a single entry. Shall be required to provide a letter from the owner of the building authorizing placement of sign and location at permit submittal.	
(viii) Permit Required	Yes. A sign reface requires a separate permit.	

(e) Wayfaring Signs.

(i) Location	May be located on private property that is adjacent to public rights-of-way (with written permission from the property owner). May be located within the parkway of public rights-of-way (with permission from the state or county, as appropriate).	
(ii) Manner	The number and location of wayfaring signs shall be determined by the City Manager. The cost of production, installation, maintenance, and relocation or removal of the wayfaring signs shall be the responsibility of the permittee, or, if located on private property, the permittee and the property owner shall have joint and several liability.	
(iii) Maximum Height	10 feet	
(iv) Maximum Width	6 feet	
(v) Color/Theme	Wayfaring Signs shall incorporate logo/artwork approved by City Council.	
(vi) Permit Required	The City may place or contract for placement of wayfaring signs, and as the permitting authority, a permit shall not be required for City installed wayfaring signs; however, City may require a third-party contractor to obtain a permit for wayfaring signs and pay applicable fees.	

(f) Window Signs.

(i) Location	Shall be affixed to any surface of a window (interior or exterior) or within three feet of the interior window glazing.	
(ii) Maximum Total Sign Area	Window signs are exempt from the provisions of this section, provided that not more than 30 percent of the transparent window area is occupied at any one time, regardless of whether the sign covers a single pane or multiple panes.	
(iii) Exceptions	Addresses, open/closed signs, hours of operation, and window signs required by City ordinances are exempt from meeting the maximum sign area criteria required in this section of the ordinance.	
(iv) Permit Required	No. Window signs shall comply with all conditions and specifications listed above and other applicable provisions herein.	

(2) Temporary Signs Allowed in Proposed Downtown Area.(a) Banner Signs (Temporary).

(i) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued. Shall not face a residential neighborhood unless separated by a major or minor thoroughfare.	
(ii) Maximum Total Sign Area	All four corners shall be securely attached to the front, side, or rear surfaces of a building excluding banners located on public school property or church property, which may be affixed to a freestanding support. May not be used as the primary signage for a business.	
(iii) Maximum Total Sign Area	35 square feet.	
(iv) Minimum Clearance	Nine feet in height above sidewalk or walkway when installed in a location that may restrict pedestrian travel.	
(v) Maximum Number of Signs	One at any given time for any given business.	
(vi) Maximum Number of Occurrences/Year	Three two-week periods per business per calendar year that shall not be consecutive.	
(vii) Exceptions	A business is permitted to have one banner sign prior to the receipt of a certificate of occupancy. A permit shall be allowed for a period not to exceed 14 days for grand openings. A banner signed approved for a grand opening shall not be counted against the allowed time frames provided in this section. Banner signs are allowed with a special event permit for 14 days prior to the event and two days after the event is over. Religious organizations that operate in a school or other temporary facility may place a banner during times of worship. The banner cannot be placed earlier than 24 hours prior to worship and shall be removed no later than two hours after worship. The banner shall not count against the businesses' annual allowance.	
(viii) Duration	Each permit is valid for a two-week period.	
(ix) Removal	Shall be removed on the day of the expiration of the permit. Special event banner, within 24 hours after the event.	
(x) Permit Required	Yes.	

(b) Sidewalk Sign (Temporary).

(i) Location	A sidewalk sign may be located on any downtown sidewalk so long as the sign does not obstruct vehicular, bicycle, or pedestrian traffic. Must comply with ADA clearance and accessibility.	
(ii) Maximum Effective Sign Area	A sidewalk sign must be no more than 42" tall and 36" wide. The sign face must be no more than six square feet in area.	
(iii) Maximum Number of Signs	There may be no more than one sidewalk sign per tenant, generally located adjacent to the primary facade in front of the business and shall not obstruct ingress and egress to a building or upon a sidewalk or roadway.	
(iv) Design	No illumination is permitted.	
(v) Duration	The sign must be removed and placed indoors at the close of each business day.	
(vi) Permit Required	Yes, but there is no fee for this sidewalk signs.	

- (3) Permanent Signs Allowed in All Other Non-Residential Districts and the ETJ. In addition to the signs listed in subsection E(1), the following signs are allowed in all other non-residential zoning districts and the City's extraterritorial jurisdiction (ETJ).

(a) Canopy Signs.

(i) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued. Shall be attached to the face of the canopy band that is parallel to a public street.	
(ii) Maximum Effective Sign Area	10 percent of the area of the building elevation to which it is attached.	
(iii) Maximum Number of Signs	One canopy sign per public street frontage.	
(iv) Design	Shall only contain the name and/or logo of the company at the location. Pricing and/or sale specials are prohibited. Must not extend outside the overall length or width of the canopy, however, may extend above or below the canopy provided the clear height is met.	
(v) Permit Required	Yes.	

(b) Cantilevered Ground Signs.

(i) Location	Permitted in conjunction with commercial uses for which a building permit and/or certificate of occupancy has been issued. Intended primarily for small-scale businesses. Must be placed a minimum of five feet from the front building line.	 
(ii) Maximum Effective Sign Area	8 square feet	
(iii) Maximum Number of Signs	One, to be located on the main entrance side of the building.	
(iv) Design	Shall only contain the name and/or logo of the company. Pricing and/or sale specials are prohibited. May not be internally illuminated or backlit.	
(v) Permit Required	Yes.	

(c) Crown Signs.

(i) Location	Permitted in conjunction with commercial uses for which a building permit and/or certificate of occupancy has been issued. Shall be located on the primary building facade and located on the upper horizontal band of the building that is a minimum of 55 feet in height and four stories. Must be located so as not to cover windows or architectural details.	
(ii) Maximum Effective Sign Area	Three percent of the area of the facade to which it is attached.	
(iii) Maximum Number of Signs	One, to be located on the main entrance side of the building.	
(iv) Design	Shall only contain the name and/or logo of the company at the location. Pricing and/or sale specials are prohibited. May be internally illuminated or backlit.	
(v) Permit Required	Yes.	

(d) Drive-Through Order Signs.

(i) Location	Permitted in for retail trade or services uses providing drive-through and drive-up facilities which shall be designed and operated to effectively mitigate problems of congestion, excessive pavement, litter, noise, traffic, and unsightliness.		
(ii) Maximum Effective Sign Area	40 square feet, each preview/order board. A carhop and/or walk-up menu board shall not exceed 10 square feet in area.		
(iii) Maximum Signs Height	Eight feet, unless constructed as part of a rain/shade barrier. A maximum distance off ground shall be 12 inches.		
(iv) Maximum Number of Signs	One preview board and one order board shall be permitted for each drive-through/drive-up lane.		
(v) Design	Each drive-through and drive-up access aisle for restaurants shall provide sufficient space before the menu board to accommodate at least four waiting vehicles and at least four waiting vehicles between the menu board and the drive-up window. The sign board may modify this standard based on specific site characteristics pursuant to subsection D(8), Waivers and Appeals.		
(vi) Permit Required	Yes.		

(e) Monument Signs (Multiple Tenant).

(i) Location	Permitted in conjunction with multiple non-residential uses established on one lot for which a building permit and/or certificate of occupancy has been issued. Minimum 15-foot setback from all property lines.	 
(ii) Maximum Total Sign Area	Multi-tenant monument sign adjacent to US Hwy 377: 150 square feet Other multi-tenant monument sign: 96 square feet	
(iii) Minimum Base Height	12 inches	
(iv) Maximum Height	Multi-tenant monument sign: 20 feet for commercial centers greater than 100,000 square feet. Multi-tenant monument sign: 15 feet for commercial centers equal to or less than 100,000 square feet. Multi-tenant monument sign adjacent to US Hwy 377: 25 feet. If one or more of the above maximum height calculations conflicts, the lesser height of the two regulations applies.	

(v) Maximum Number of Signs per Street Frontage	One per 400 feet of street frontage per lot.
(vi) Minimum Spacing between Signs	The distance required between any two multi-tenant monument signs is 200 feet.
(vii) Design	Shall be constructed of the same primary masonry materials as the front building facade of the principal building on the same lot and shall be of similar architectural style. Monument signs shall be consistent with the building elements and materials of development. Blank panels shall be installed on monument signs where tenant panels are absent (see illustrations, above).
(viii) Removal	Model home monument sign: Shall be removed prior to final inspection of home when model is transitioned to a single-family dwelling or upon removal of sales trailer from same lot.
(ix) Unified Sign Plan Required	See subsection D(7) for more details on the requirements of the Unified Sign Plan for multi-tenant monument signs and coordination of wall signs within a shopping center.
(x) Permit Required	Yes. A sign reface requires a separate permit.

(f) Monument Signs (Single Tenant)

(i) Location	Single tenant monument sign: Permitted in conjunction with non-residential uses or on a lot containing a multi-family use for which a building permit and/or certificate of occupancy has been issued. Single tenant/multi-tenant monument sign: Minimum 15-foot setback from all property lines.	 
(ii) Maximum Total Sign Area	Single tenant monument sign adjacent to US Hwy 377: 100 square feet. Other single tenant monument signs: 64 square feet.	
(iii) Minimum Base Height	12 inches.	
(iv) Maximum Height	Single tenant monument sign adjacent to US Hwy 377: 10 feet. Other single tenant monument sign: Eight feet.	
(v) Maximum Number of Signs	Single tenant monument sign: One per lot.	
(vi) Minimum Spacing Between Signs	The distance required between any two single tenant monument signs on adjacent properties is 75 feet.	

(vii) Design	Shall be constructed of the same primary masonry materials as the front building facade of the principal building on the same lot and shall be of similar architectural style. Monument signs shall be consistent with the building elements and materials of development.
(viii) Permit Required	Yes.

(g) Wall Signs.

(i) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued. Shall not be allowed on any facade (other than the main front of the building) that faces property zoned single-family uses if the sign is within 150 feet of the property line of said residential property. Tenant within a strip center: Signage shall be restricted to the facade of the tenant space on the building and is subject to a Unified Sign Plan.	
(ii) Maximum Effective Sign Area	The total of all effective sign area on each facade, shall not exceed 60 square feet or 20 percent of the facade, whichever is greater. In no instance shall a wall sign exceed the maximum height limitations noted in subsection (iii) below. Tenant within a strip center: Shall be measured by the size of the facade of the tenant space.	
(iii) Maximum Height	Height of sign is based on the height of the building: Less than 20 feet: four feet 20 feet to less than 30 feet: Six feet 30 feet to less than 40 feet: Eight feet 40 feet to less than 50 feet: 10 feet 50 feet or greater: 12 feet	
(iv) Minimum Clearance	9 feet above sidewalk, walkway, or street. If sign is painted on the wall, there is no minimum clearance.	
(v) Maximum Number of Signs	Unlimited, however, the Individual sign heights may not exceed what is allowed in subsection (iii) above and the total combined area cannot exceed what is allowed in subsection (ii) above. Signage for a multi-tenant building with a single entry: shall be limited to a maximum of two signs per elevation of appropriate scale and size Identifying the major tenant or name of building.	

(vi) Design	When projections on the wall face prevent the placement of the sign flat against the wall face, the space between the back of the sign and the wall shall be closed at the top, bottom, and ends with incombustible materials. In no case shall an attached sign project above the roof line or parapet wall of any building.
(vii) Permitting Stipulation	Signage for a multi-tenant building with a single entry: Shall be required to provide a letter from the owner of the building authorizing placement of sign and location at permit submittal.
(viii) Permit Required	Yes. A sign reface requires a separate permit.

- (4) Permanent Signs Allowed in Residential and Multi-Family Districts and the ETJ (Other Than the Proposed Downtown Area). In addition to the signs listed in subsection E(1), the following signs are allowed in all other residential and multi-family zoning districts and the City's extraterritorial jurisdiction (ETJ), as indicated.

(a) Residential Subdivision Entrance Sign.

(i) Location	Main entrance sign should be placed in HOA-owned median providing a divided entryway into the community.	
(ii) Maximum Total Sign Area	Residential subdivision monument signs: 200 square feet.	
(iii) Minimum Base Height	12 inches.	
(iv) Maximum Height	Residential subdivision monument sign: 12 feet.	
(v) Maximum Number of Signs	One required at main entrance. Additional smaller entrance signs may be permitted at other entrances.	
(vi) Design	Shall be constructed of the masonry materials or a combination of similar materials to complement the community's architectural style.	
(vii) Lighting	Ground lighting where the light itself and supporting structure are not visible from public right-of-way is allowed. All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.	
(viii) Permit Required	Yes.	
(ix) Other Requirements	No such signage will be allowed in the right-of-way. Structures enhancing associated signage may be permitted in the right-of-way upon City Council approval of an encroachment agreement or license and Fire Department review and approval of clearance provisions.	

- (5) Miscellaneous or Temporary Signs Allowed in All Districts and the ETJ, as Indicated. In

addition to the signs listed in subsection E(1), the following miscellaneous and/or temporary signs are allowed in all non-residential zoning districts other than the Proposed Downtown Area.

(a) Builder Promotional Signs (Miscellaneous Sign).

(i) Location	Any zoning district outside the Proposed Downtown Area Shall be located on private property that is adjacent to public rights-of-way. May be located within the parkway of public (i.e. state, county, City) rights-of-way (with permission from the entity, as appropriate). Placement of builder promotional signs are subject to TxDOT approval.	
(ii) Manner	Signs are permitted at a minimum spacing of 200 feet along a right-of-way and may not be located within 100 feet of a street intersection. The cost of production, installation, maintenance, and relocation or removal of the builder development signs shall be the responsibility of the permittee, or, if located on private property, the permittee and the property owner shall have joint and severable liability.	
(iii) Maximum Height	10 feet.	
(iv) Maximum Width	4 feet.	
(v) Maximum Number of Signs	The maximum number of signs is based on length of roadway frontage.	
(vi) Permit Required	Yes	
(vii) Site Plan Required	Yes	
(viii) Duration	Shall be removed prior to the issuance of 90 percent of the home building permits for a subdivision on the property.	

(b) Changeable Electronic Message/Reader Board Sign (Miscellaneous Sign)

(i) Location	Changeable electronic reader boards shall be allowed on all permitted monument signs except in the Proposed Downtown Area	
(ii) Maximum Area	Electronic reader board may utilize no more than 50 percent of the effective sign area.	
(iii) Lighting Restrictions	Changeable electronic reader boards shall come equipped with automatic dimming technology which adjusts the sign's brightness based on ambient light.	

(iv) Message/Transitions	One sign per premises shall be allowed as a changeable message sign. Frame duration shall not be less than 10 seconds and shall occur simultaneously on the entire electronic sign face. Message transition shall not be greater than one second. Frame effects such as flashing shall be prohibited. May not be used to display commercial messages relating to products or services that are not offered on-premises. May include time and temperature.
(v) Permit Required	Yes.

(c) Construction Signs (Temporary Sign).

(i) Location	Any zoning district outside the Proposed Downtown Area. Permitted in conjunction with a construction project. Shall be set on premises out of the right-of-way.
(ii) Maximum Effective Sign Area	Sites under 10 acres: Maximum size is 36 square feet. Sites over 10 acres: Maximum size is 64 square feet.
(iii) Maximum Height	12 feet measured from the ground (including posts).
(iv) Maximum Number of Signs	One per major street thoroughfare per property. When a property has more than one major thoroughfare, one sign may be placed along each major thoroughfare.
(v) Minimum Spacing Between Signs	A property with more than 200 feet of major thoroughfare frontage is entitled to place one additional temporary construction fence sign with a minimum separation of 200 feet between each temporary construction fence sign.
(vi) Removal	Shall be removed prior to the issuance of a certificate of occupancy for the building on the property or the completion of construction. Where the property has multiple buildings with outstanding building permits, the temporary construction fence sign must be removed upon the earlier of: The expiration or termination of all such outstanding building permits, or Prior to the issuance of a certificate of occupancy for the last such building on the property.
(vii) Permit Required	Yes

(d) Development Signs.

(i) Location	Permitted in any zoning district. Shall be located on-site. Shall be setback a minimum of 15 feet from the front property line	
(ii) Maximum Effective Sign Area	64 square feet	
(iii) Maximum Height	12 feet	

(iv) Design	The supporting structure shall be constructed of metal, wood, plastic, or wood-plastic composite
(v) Lighting	No illumination allowed
(vi) Maximum Number of Signs	One sign shall be permitted adjacent to each street frontage of the property
(vii) Duration	Non-residential property shall be removed prior to the issuance of a certificate of occupancy on the property.
(viii) Permit Required	Yes
(ix) Permitting Stipulation	Permit renewal is required every two years in order to verify duration criteria, property ownership, and maintenance of sign. Permit fee is only required at initial issuance. Failure to renew permit shall result in non-conforming sign status.

(e) Flags (Miscellaneous Sign).

(i) Location	Allowed in any zoning district. Shall be located on private real property with the consent of the property owner. No flag shall be placed in or encroach over or onto any public right-of-way or median and shall not be attached to fences or trees. Residential: Shall be placed in ground in the front or rear yard of the lot or attached to the primary structure. Flags may not be attached to a fence.
(ii) Maximum Total Area	Residential: 60 square feet. Non-residential: 100 square feet.
(iii) Maximum Height	Residential: 30 feet. Non-residential: 50 feet.
(iv) Maximum Number of Flags per Lot	Residential: Three. Non-residential: Three
(v) Support	Flagpoles over 20 feet in height require a professional contractor to install.
(vi) Permit Required	No, but shall comply with the above conditions and specifications listed above.

(f) Incidental Signs - (Miscellaneous Sign)

(i) Location	Allowed in any non-residential zoning district. Shall be on-premises. Minimum 20-foot setback from front property line. Shall be attached to the ground. Includes institutional uses.
(ii) Maximum Effective Sign Area	8 square feet
(iii) Minimum Base Size	12 inches

(iv) Maximum Height	4 feet
(v) Maximum Number of Signs	Two per acre per lot
(vi) Minimum Spacing between Signs	50 feet
(vii) Design	The design, materials, and finish of the base shall match those of the front building facade of the primary structure on the same lot.
(viii) Permit Required	No, but shall comply with the above conditions and specifications listed above.
(ix) Fees	No

(g) Inflatable Signs (Temporary Sign)

(i) Location	Any zoning district outside the Proposed Downtown Area. Permitted for grand openings and for holidays and festivals. Shall not be located within required parking spaces, driveways that provide access to parking spaces, or fire lanes, nor shall the sign or its securing devices encroach into the right-of-way	
	Shall be secured directly to the ground. Shall not be placed on a roof or suspended from a building.	
(ii) Maximum Effective Sign Area	48 square feet	
(iii) Maximum Height	30 feet	
(iv) Maximum Number of Signs	One per premises per event	
(v) Timeframe	Grand openings: Once for each separate certificate of occupancy (CO). Maximum for 15 consecutive days. Must be removed within two days after the scheduled event. City approved special event: Maximum for 10 consecutive days. Must be removed within two days after the scheduled event.	
(vi) Permit Required	Yes	

(h) Non-Profit Signs (Temporary).

(i) Location	Allowed in any zoning district. Shall be located only on private property that is owned by and utilized for a non-profit purpose. Temporary signs referenced in this section prohibit bandit signs in any location.
(ii) Maximum Effective Sign Area	20 square feet
(iii) Maximum Height	6 feet
(iv) Maximum Number of Signs	As allowed by the City Manager
(v) Duration	May be placed up to 72 hours in advance of an event and removed within 24 hours following the event. In no case shall the temporary sign be displayed on a continuous basis.
(vi) Permit Required	No

(i) Outdoor Vending Machine Signs (Miscellaneous Sign).

(i) Location	Allowed in any zoning district. Shall not obstruct pedestrian or vehicular traffic. Shall be directly attached to a vending machine or gasoline pump. Shall be flat and shall not project from the vending machine or gasoline pump. May be displayed 24 hours each day.
(ii) Lighting	All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
(iii) Permit Required	No, but shall comply with the above conditions and specifications listed above.

(j) Political Signs (Temporary Sign)

(i) Location and State Statutes	Allowed in any zoning district. Texas state law provides certain restrictions on political signage at polling places as well as on private real property. The City hereby incorporates applicable provisions of such state law into this section. V.T.C.A., Local Government Code, § 216.903, as amended.	
	State law authorizes the placement of signs that contain primarily a political message on private real property with the consent of the property owner, subject to the following: ○ Shall not have an area greater than 36 square feet; ○ Shall not be more than eight feet in height; ○ Shall not be illuminated; or ○ Shall not have any moving elements. Signs are not permitted on City property or within any right-of-way, except as required by V.T.C.A., Election Code, §§ 61.003 or 85.036, both as amended. Signs shall only be located on private property with the consent of the property owner no closer than 10 feet from the edge of the street pavement.	
(ii) Duration	Shall be removed within 10 days after the election day. In the case of a run-off election, signs advertising those candidates who are in the run-off election may be continued to be displayed during the interim period but must be removed within 10 days after the run-off election.	
(iii) Permit Required	No, but must comply with the above conditions.	

(k) Scoreboards.

(i) Location	Allowed in any zoning district that allows an athletic field or stadium. Shall be constructed within the limits of and be oriented into the athletic field or stadium.
(ii) Design/Electronics	Changeable electronic message/reader board component allowed
(iii) Permit Required	Yes

(l) Sidewalk Signs (Miscellaneous Sign)

(i) Location	Allowed in any non-residential zoning district. Shall be located a minimum of three feet back from the curb or any adjacent street, drive, or parking lot. Shall be located within 10 feet of the business entrance. Shall not be placed in public right-of-way.	
(ii) Maximum Height	4 feet	
(iii) Maximum Width	3 feet	
(iv) Minimum Clearance	If placed on or adjacent to a sidewalk or walkway (that is not in a public right-of-way), an unobstructed pedestrian clearance of at least four feet in width shall be provided adjacent to the sign.	
(v) Maximum Number of Signs	One per business	
(vi) Minimum Spacing Between Signs	30 feet	
(vii) Illumination	Shall not be illuminated.	
(viii) Timeframe	May be placed on properties during business hours only	
(ix) Permit Required	No, but shall comply with the above conditions and specifications listed above	

(m) Vehicular Signs.

(i) Location	Allowed in any zoning district outside the Proposed Downtown Area or any residential district. During periods of inactivity, such vehicle with prominent signage may not be parked in the parking lot or placed in such a manner that the sign is readily visible from adjacent public rights-of-way and is primarily being used as a sign.	
(ii) Permit Required	Such vehicles may not be parked in the parking bay immediately adjacent to the street frontage. Vehicles with prominent signage are in violation only if the vehicle is parked in a manner that the signage on the vehicle is acting as a sign for an extended period of time and where it is visible from the street. All vehicles parked on a public street and/or a commercial parking lot must be operable, currently registered, and actively used in the daily function of the business to which such signs relate or for transporting employees to and from the premises. "For Sale" signs placed in or on vehicles when the vehicle is parked or placed in a manner that the sign is readily visible from adjacent public rights-of-way are prohibited with the exception that one vehicle containing a "For Sale" sign parked or placed at an approved parking space associated with a single-family, two-family, townhome, or multi-family dwelling unit is allowed. No, but shall comply with the above conditions and specifications	

(n) Residential [Yard] Signs.

(i) Location	Any residential zoning district. Permitted on a lot containing a single-family, two-family dwelling or multi-family dwelling. Also permitted on a residentially zoned lot owned by a HOA or property owners' association.	
(ii) Maximum Effective Sign Area	Shall be located only on private property with the consent of the property owner. Shall not be placed closer than ten feet from the edge of the street pavement.	
(iii) Maximum Height	4 square feet	
(iv) Maximum Number of Signs	3 feet	
(v) Permit Required	2 per lot	
(vi) Permit Required	No, but shall comply with the conditions and specifications listed above	

(o) Yard/Garage Sale Signs.

(i) Location	Allowed in any zoning district. Shall be located on private property with the consent of the property owner. Shall not be permitted in the right-of-way, public property, or utility pole	
(ii) Sign Type	Maximum size 24 x 30 inches	
(iii) Timeframe	The signs shall not be displayed for more than 72 consecutive hours and shall be removed by 8:00 a.m. on the day following the conclusion of the garage sale.	
(iv) Confiscation	Signs in violation of this section may be confiscated and destroyed without notice by the City.	
(v) Permit Required	Yes. A permit is required for each garage sale. There is no fee for the permit. A maximum of two permits for a maximum of three days shall be issued per property per calendar year.	

(Ordinance 429-10, sec. 2.02, adopted 2/23/10; Ordinance 477-12 adopted 8/27/12; Ordinance 505-13 adopted 6/18/13; Ordinance 551-15 adopted 2/17/15; Ordinance 914-25 adopted 6/26/2025)

§ 28. AMENDMENTS.

A. GENERAL. The zoning regulations, restrictions, and boundaries may from time to time be amended, supplemented, changed, modified or repealed. Such amendments, supplements, changes, modification, or repeal shall be deemed to amend, supplement, change, modify, or repeal the community plan of the City and shall become a part of such community plan. The Planning and Zoning Commission and its composition and duties are established by the City Council of Aubrey.

B. AMENDMENT INITIATION. An amendment to this Ordinance may be initiated by:

- (1) City Council on its own motion;
- (2) Planning and Zoning Commission;
- (3) Request by owner or agency of owner of property to be changed.

C. PROCEDURE. All requests for amendments to zoning district boundaries shall be submitted, together with required fees to the administrative official, which officer shall cause notices to be sent and the petition placed on the Planning and Zoning Commission agenda.

The City Council may not enact any proposed amendment until the Planning and Zoning Commission makes its final report to the City Council. The City Council may refer proposed amendments to the Planning and Zoning Commission for recommendation. Requests for changes in zoning districts shall include the proposed designation or designations for the area concerned. Alternative proposals may be made at the time of filing the original request for amendment; however, all hearings and deliberations shall be limited to the request as submitted by the applicant at the time of original filing.

D. PUBLIC HEARING AND NOTICE. Prior to making its report to the City Council, the Planning and Zoning Commission shall hold one (1) public hearing thereon. Written notice of all public

hearings on proposed changes in district boundaries shall be sent not less than ten (10) days before such hearing is held to all owners of property which is located within the area proposed to be changed, within two hundred (200) feet of such property or within two hundred (200) feet of any other adjacent property under the same ownership as the tract to be rezoned.

Measurements shall be taken exclusive of public streets. Such notice may be served by using the last known address as listed on the City tax roll and depositing the notice, postage paid, in the United States Mail. No notice of hearings before the Planning and Zoning Commission on proposed changes in zoning regulations need be given except as may be required by state law.

- E. COMMISSION REPORT. The Planning and Zoning Commission, after the public hearing is closed, shall vote on its recommendations on the proposed change to be sent in a report to the City Council. Such report may recommend for or against such proposed change and may, but need not, include reasons for such decision. The commission may defer its report for not more than sixty (60) days until it has had opportunity to consider other proposed changes which may have a direct bearing thereon. If the commission fails to finally report after sixty (60) days, it would be deemed to have recommended negatively to the proposal.
- F. FORWARDING FINAL REPORT. Every proposal receiving a final report by the commission shall be forwarded to the council for setting and holding of public hearing thereon. No change, however, shall become effective until after the adoption of an ordinance for same and its publication as required by law.
- G. WITHDRAWAL. Any proposal or application may be withdrawn by the proponent after the commission makes its final report, and such proposal or application shall not be subject to the provision hereof that a period of time must pass before a new application is considered. If such proposal is withdrawn, the council will not consider it. Any proposal or application withdrawn may be resubmitted and shall be subject to all fees and notice requirements as an original application.
- H. COUNCIL HEARING AND NOTICE. The City Council may from time to time amend, supplement, or change by ordinance the boundaries of the districts or the regulations herein established. A public hearing on such amendment, supplement, or change shall be held by the council. Notice of council hearing shall be given by publication one (1) time in the official newspaper of the city, stating the time and place of such hearing, which time shall not be earlier than fifteen (15) days from the date of publication. No such amendment, supplement, or change shall be considered unless and until the commission makes its final report thereon. Publication of such change shall be accomplished by publishing the descriptive caption and penalty clause of the ordinance amending the comprehensive plan to incorporate the change.
- I. APPLICATION NOT TO BE CONSIDERED FOR ONE YEAR AFTER DENIAL OF REQUEST FOR REZONING. No application for rezoning shall be considered within one year of denial of a request by the City Council for the same classification on the same property.
- J. PROTEST AGAINST CHANGE. In case of a protest against such change signed by the owners of twenty percent (20%) or more either of the land included in such proposed change, or of the land within two hundred (200) feet thereof, excluding any intervening public street, such amendment shall not become effective except by the favorable vote of three-fourths (3/4) of all the members of the City Council present and qualified to vote.
- K. COUNCIL ACTION ON APPLICATION. The proponent of any zone change shall satisfy the City Council that either the general welfare of all the city affected by the area to be changed will be enhanced or that the property is unusable for the purposes allowed under existing zoning. If

such is proved to the council's satisfaction, it may grant the requested zone change; or it may change the zone's designation of a portion of such property; or it may initiate a request to consider changing all or a portion of such property to a district other than that requested and of a different character.

- L. SITE PLAN AND SUPPORTING DOCUMENTS REQUIRED; PETITION FOR ZONING DISTRICT CHANGE OR CONDITIONAL USE. When in the opinion of the Planning and Zoning Commission or City Council that greater information is required from the petitioner concerning the nature, extent, and impact of his request than supplied with his application for a change in zoning or conditional use permit, in order for such commission, council, or board to properly review and evaluate all relevant factors thereof, said commission, council, or board may require the applicant to submit a site plan and supporting documents, conforming with all or a portion of the requirements set forth in this subsection, prior to rendering a decision thereon.

The petitioner is encouraged to meet with the appropriate commission or council in an informal work session to ascertain the exact extent of plans and documents required, if any, prior to the city initiating the advertisement for public hearing on the petition.

The general type and extent of plans and supporting documents which may be required of the petitioner include, but are not necessarily limited to:

- (1) Site Plan. Meeting all of the requirements of a "preliminary plat" as described in the City's subdivision regulations, except that topographic and drainage map information provisions may be waived by the reviewing body when the inclusion of such data would not materially contribute to the necessary evaluation of the project's petition. Additional site plan drawing information which the reviewing body may require include:
 - (a) Existing and proposed zoning district;
 - (b) General outline of extensive tree covered areas;
 - (c) Drainageways and 100-year floodplain limits;
 - (d) Proposed treatment for screening the perimeter of the land embraced by the petition, including screening of internal separations of land use where required;
 - (e) Proposed internal nonvehicular circulation linkages such as pedestrian paths and hike trails, bike trails, and equestrian bridle paths, where applicable, including their interrelationships with vehicular circulation systems and proposed handling of points of conflict;
 - (f) A tabular summary schedule indicating:
 - (i) The gross acreage and percent of each type of zoning category proposed;
 - (ii) The gross acreage and percent of each type of land use proposed, with streets and open space categories listed separately, and residential uses further stratified as to type, i.e., single-family, two-family, multifamily townhouse, etc., including the total gross project acreage;
 - (iii) The gross residential density of each type of residential land use proposed, expressed in dwelling units per acre; and based on net residential land use plus

one-half (1/2) of any abutting street;

- (iv) The quantitative number of dwelling units proposed for each residential dwelling type (i.e., single-family, two-family, etc.);
- (v) Proposed maximum lot coverage by building types (i.e., 1/F, 2/F, M/F, commercial, office, industrial, etc.) expressed in terms of percent or floor area ratio of the lot or site.

(2) Architectural Drawings. Elevations, concept sketches, or renderings depicting building types and other significant proposed improvements, including the treatment and use of open spaces, etc., where the submission of such drawings would more clearly portray the nature and character of the applicant's land use and development proposals.

(3) Written Documents. In narrative form on 8-1/2" x 11" sheets, including:

- (a) Statement(s) on planning objectives to be achieved in use/development proposal, including a narrative description of the character of the proposed development and rationale behind the assumptions and choices made by the applicant, including use and ownership of open spaces, etc.
- (b) Legal description of the total site area proposed for rezoning, development, or conditional use permit.
- (c) A development schedule indicating the approximate date(s) when construction of the proposed development, and subsequent stages or phases thereof, if any, can be expected to begin and be completed to the best of the applicant's knowledge and belief.
- (d) A statement as to the present and proposed ownership of the site or parcels thereof embraced by the application.
- (e) Economic feasibility and/or market analysis studies, when deemed necessary by the reviewing body to adequately assess the necessity for zoning certain parcels to the sizes indicated by the applicant, or to evaluate the need for granting a conditional use permit.
- (f) Environmental assessment statement, prepared pursuant to the National Environmental Policy Act of 1969, and any subsequent amendments thereto, when deemed necessary by the reviewing body to properly assess the impact of the proposed development/land use on the existing environment.
- (g) Statement(s) as to how and when the applicant proposes to provide water and sewer to the development.
- (h) Signature, title, and date of the applicant, at the conclusion of the written documents certifying the information presented in the plans and supporting documents reflecting a reasonably accurate portrayal of the general nature and character of the proposals.

(Ordinance 135-87 adopted 4/14/87)

§ 29. SEVERABILITY.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences,

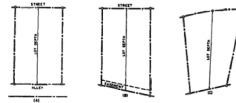
clauses and phrases of this Ordinance hereby adopted are severable and if any phrase, clause, sentence, paragraph, or section shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections, since the same would have been enacted by the City Council without the incorporation of any unconstitutional phrase, clause, sentence, paragraph, or section.

This Ordinance shall take effect immediately from and after its passage and the publications of the caption as the law in such cases provides.

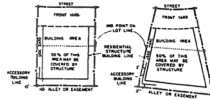
ILLUSTRATIONS LOT WIDTH



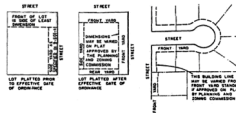
LOT DEPTH



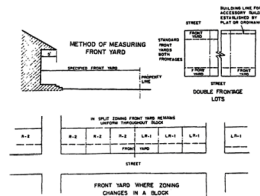
YARDS



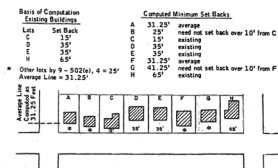
CORNER LOT

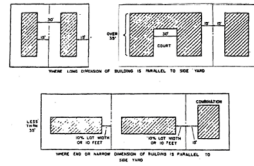
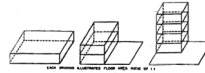
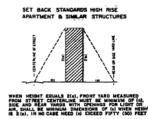


METHOD OF MEASURING FRONT YARD



INTERPRETATION AVERAGE FRONT YARD WHERE YARD DEPTH VARIES



SPECIAL APARTMENT SIDE YARD AND SPACING STANDARDS**FLOOR AREA RATIO****SET BACK STANDARDS HIGH RISE APARTMENT AND SIMILAR STRUCTURES**

(Ordinance 135-87 adopted 4/14/87)

EXHIBIT I
DEVELOPMENT STANDARDS

Community Planning Standards (CP Standards)

I. PLANNING STANDARDS

1.1 **Purpose:** The purpose and intent of these Community Planning Standards are to provide quality subdivision development with residential uses for the Property. Capitalized terms not otherwise defined in this Exhibit D have the meanings given such terms in the Development Agreement to which this Exhibit D is attached.

1.2 **Zoning Districts:** The following districts apply to the Property:

SF-6	Single Family Residential, 6,000 sf minimum lot
SF-5	Single Family Residential, 5,000 sf minimum lot

Zoning Regulations:

(a) SF-6

Permitted Uses: Single-family detached dwellings in accordance with the following limits:

Development Minimums:

Lot Area:	6,000 square feet
Lot Width:	60 feet, 55 feet for lots fronting cul-de-sac. Lot width is measured at building line.
Lot Depth:	110 feet
Front Yard:	20 feet
Side Yard:	5 feet; 15 feet on corner lot adjacent to street
Rear Yard:	20 feet, 10' for lots adjacent to park or trail with tubular steel, wrought iron or similar material fencing (no wood)
Dwelling Unit Size:	1,200 square feet
Parking Spaces:	2 per dwelling unit

Development Maximums:

Height:	35 feet
Lot Coverage:	50%

(b) SF-5

Permitted Uses: Single-family detached dwellings in accordance with the limits of SF-6 zoning or the following limits:

Development Minimums:

Lot Area:	5,000 square feet
Lot Width:	45 feet. Lot width is measured at building line.
Lot Depth:	100 feet
Front Yard:	20 feet
Side Yard:	5 feet; 15 feet on corner lot adjacent to street
Rear Yard:	20 feet, 10' for lots adjacent to park or trail with
Rear Yard	tubular steel, wrought iron, or similar material
	fencing (no wood)
Dwelling Unit Size:	1,200 square feet
Parking Spaces:	2 per dwelling unit

Development Maximums:

Height	35 feet
Lot Coverage	55%

- 1.3 **Regulations Applicable:** All regulations and standards pertaining to the development of the Property set forth in this Agreement and all exhibits hereto together with the following regulations and standards as modified by this Agreement shall constitute the exclusive development regulations and conditions applicable to the Property (the regulations and standards described above and set forth below, and as set forth in or modified by all exhibits attached hereto and in any final plats and construction plans hereafter approved for future phases (the "Development Regulations")):
- (a) Property Maintenance Code adopted by the City Council on May 29, 2007, by Ordinance No. 383-07 as set forth in Exhibit E.
 - (b) Nuisance Ordinance adopted by the City Council on July 16, 2002, by Ordinance No. 321-02 as set forth in Exhibit F.
- 1.4 **Hike and Bike Trail System:** The Property shall be developed in a manner generally consistent with the hike and bike trail system depicted upon the Concept Plan. The trail system will consist of a combination of eight feet (8') sidewalks through open space and five feet (5') sidewalks located in street right-of-ways, as shown on Exhibit G attached hereto.
- 1.5 **Homeowner's Association (HOA):**
- a. In accordance with this Ordinance, a HOA shall be established to maintain open space, recreational areas, and other commonly owned facilities.
 - b. The developer is responsible for drafting the HOA documents pertaining to the HOA's responsibilities to maintain these areas.
 - c. Prior to approval of a Final Plat, a document establishing the HOA shall be submitted to the City for review and approved by the City for conformance with all requirements and other applicable ordinances.
- 1.6 **Exterior Wall Masonry:** All exterior walls, excluding doors, windows and window units, shall be comprised of at least sixty (60) percent masonry product. Masonry product shall include stone, brick, cultured stone and cementitious materials such as HardiPlank and stucco. HardiPlank material shall be limited to fifty (50) percent of any exterior unless the style of the home calls for 100% HardiPlank such as the Cape Cod or Victorian products.
- 1.7 **Floodplain Dedication:** All floodplain areas shall be dedicated to the District and shall be considered common open space.
- 1.8 **Lot Orientation:** Lots may face, back or side any open space, park, floodplain, trail or other public access area. Lots shall comply with setbacks as specified in Section 1.2 of these CP Standards. Lots can back to streets with a right of way width of 80 feet or more. Lots can front streets with a right of way width of 80 feet or less.
- 1.9 **Public Access:** A 20 foot wide public access easement shall be placed at a minimum of 1200 foot spacing along floodplains, parks or other open spaces where no adjacent street is provided. Drainage and utility easements can serve as a public access easement provided they are at least 20 feet in width. An 8 foot trail shall be provided in the public access easement between a street and the corresponding open space.

II. DESIGN STANDARDS

SECTION A. GENERAL.

1. CONFORMITY TO THE DEVELOPMENT REGULATIONS:

No plat shall be approved by the Planning and Zoning Commission, unless and until such conforms to the Development Regulations and these design and construction standards. All streets, alleys, sidewalks, drainage ways, water and sewer lines, and improvements shall be designed, placed and constructed in accordance with the Standard Specifications for Public Works Construction, North Central Texas, with all amendments thereto, except as amended or conflicted by these CP Standards. To the extent that there is a conflict between the regulations herein, and those found elsewhere, the regulations found herein shall control development within this Property.

2. SUBDIVISION NAMES:

Subdivision names shall not duplicate or cause confusion with the names of existing subdivisions. All subdivision names shall be approved by the Planning and Zoning Commission upon recommendation of the Planning Department.

3. DESIGN DETAIL STANDARDS:

If applicable, the Design Detail Standards (herein so called) attached to these CP Standards as drawings labeled P-1 through P-26, S1 and D1 through D7 shall pertain, generally, to the development of the Property.

SECTION B. BLOCKS.

Block lengths shall not exceed twelve hundred fifty (1,250) feet, except along arterial thoroughfares.

1. The length, width and shape of blocks shall be determined with due regard to:

- a. Provision of adequate building sites suitable to the special needs of the type of use contemplated;
- b. Zoning requirements as to lot size and dimensions; and
- c. Need for convenient and safe access, circulation, and control of street traffic.

2. In general, intersecting streets determining the block lengths and widths shall be provided at such intervals as to serve cross traffic adequately and to meet existing streets. Where no existing subdivision establishes control, the block lengths shall not exceed twelve hundred fifty (1,250) feet nor be less than two hundred fifty (250) feet in length. However, in cases where physical barriers or property ownership creates conditions where it is appropriate that these standards be varied by the Planning and Zoning Commission, the length may be increased or decreased to meet the existing conditions, having due regard for connecting streets, circulation of traffic and public safety.

SECTION C. LOTS.

1. Every lot shall meet the minimum area and dimension standards as set forth in the Development Regulations. The Planning and Zoning Commission shall have the authority to approve a subdivision plat where lots have area, dimensions or setbacks greater than the minimum standards set forth in the Development Regulations.
2. Every lot shall have access to a public street or to a private or gated street that has direct access to a public street.

SECTION D. EASEMENTS.

1. Easements shall be located across lots or may be on rear or side lot lines to provide for utilities where necessary, as determined by the utility companies and the District, and shall be of such widths as may be reasonably necessary for the utility or utilities using such easement. However, water, sewer, and drainage easements shall be a minimum of sixteen (16) feet wide.
2. Where a subdivision is traversed by a watercourse, drainage way, or channel, there shall be provided a storm sewer easement or drainage right-of-way or easement conforming substantially with such course and of such additional width as shall be designated by the District Engineer. Streets or access easements may be required into the watercourse from a public right-of-way.
3. Drainage easements shall not be obstructed by fences, landscaping or any other structure or building that may impede the surface flow of water, as determined by the District Engineer.

SECTION E. SIDEWALKS.

1. Sidewalks shall be required along any street upon which a lot abuts, regardless of whether such lot faces, abuts on the side, or backs up to such street, or is separated from such street by an alley. The only exceptions to this requirement are along freeways and freeway frontage.
2. Residential Subdivisions.
 - a. Sidewalks shall be constructed by the developer along all arterial thoroughfares, and along all perimeter streets abutting the subdivision, regardless of whether such arterial or perimeter thoroughfare abuts a lot, alley, or other space. Sidewalks shall be constructed along all arterial thoroughfares and perimeter streets. The developer is not responsible, however, for constructing a sidewalk along the frontage, as herein defined, of any residential lot.
 - b. The builder on a lot is responsible for the construction of all sidewalks along the frontage, as herein defined, of such residential lot and along that portion of the lot that sides or rears to a street other than an arterial. Provided, however, that such sidewalk is not required on a lot until completion of building construction. Upon completion of building construction, sidewalks shall be provided in accordance with the provisions contained herein. Authorization for occupancy shall not be granted until this requirement has been met.

SECTION F. STREETS

I. GENERAL:

- a. Adequate streets shall be provided by the subdivider. The arrangement, character, extent, pavement width, right-of-way width, grade and location of each street shall substantially conform to the Concept Plan and these CP Standards and shall be considered in its relation to existing and planned streets, topographical conditions, significant natural features such as mature trees or water courses, public safety and convenience, and its relationship to the proposed uses of land to be served by such street.
- b. Whenever a tract to be subdivided abuts any part of any street so designated on the Concept Plan, or where a street designated on the Concept Plan crosses any part of the tract to be subdivided, such part of the proposed public street shall be platted generally consistent with the location as indicated on the Concept Plan, and to a width consistent with the Concept Plan and the requirements of this ordinance.

Additional right-of-way shall not be required from a previously platted property where:

- 1. The plat of such property is being modified by an amending plat; or
- 2. The plat of such property is being modified by a replat, and where:
 - A. The property is occupied by a building or buildings; and
 - B. The sole purpose of the replat is to remove previously platted fire lanes, easements, mutual access easements, or delineate the legal boundaries of ownership of the property; and
 - C. No additional development rights will be conveyed to the property as a result of the replat.
- c. When such street is not on the Concept Plan, the arrangement of streets in a subdivision shall either:
 - 1. Provide for the continuation or appropriate projection of existing streets in surrounding areas; or
 - 2. Conform to a plat approved by the Planning and Zoning Commission to meet a particular situation where topographical or other conditions make continuance or conformity with existing streets impracticable.
- d. Existing streets in adjoining areas shall be continued into the proposed subdivision. Proposed streets shall be at least as wide as, and in alignment with, such existing streets in the adjoining subdivision.
- e. Where adjoining areas are not subdivided, the arrangement of streets in the subdivision shall make provision for the proper projection of streets into such unsubdivided area.
- f. Names of new streets shall not duplicate or cause confusion with the names of existing streets. All street names shall be approved by the Planning and Zoning Commission upon recommendation of the Fire Marshal.

- g. Street intersections shall be as nearly at right angles as practicable, giving due regard to terrain, topography, site distances and safety. All arterial streets, unless otherwise approved by the Planning and Zoning Commission, shall intersect at or near a ninety (90) degree angle. No streets, however, shall intersect at less than sixty (60) degrees. Curb tangent and radii shall be as follows:

<i>R.O.W. Width</i>	<i>Tangent</i>	<i>Radius</i>
50'	As approved by the District Engineer	
50'-80' Transition	As approved by the District Engineer	
80'	100'	600'
90'-120'	100'	1000'

- h. With the exception of arterial thoroughfares, street lengths without an intersection or turnaround shall not exceed twelve hundred fifty (1,250) feet.
- i. Dead-end streets shall be prohibited except as temporary stubs to permit future street extension. In no case shall the length of such a temporary dead end street exceed five hundred feet (500'). If such street exceeds one hundred fifty (150) feet, then a temporary turnaround which meets Fire Department standards shall be provided. Nothing in these CP Standards prohibits cul-de-sacs or hammerhead cul-de-sacs, which are specifically permitted.
- j. Local streets shall be laid out so as to discourage their use by out-through traffic.
- k. No driveway shall be allowed on streets with right-of-ways greater than 80 feet in width.

- l. Street rights-of-way and pavement widths shall be as follows:

<i>Street Type</i>	<i>R.O.W. Width</i>	<i>Pavement Width</i>
Residential	50'	31'
Residential, Divided	80'	2x22'
Arterial, Transition	80'	31'
Arterial, Four Lane Divided (A4D)	110'	2x22'

*Pavement widths shall be measured from the back of one curb to the back of the opposite curb.

The Planning and Zoning Commission may determine that topography, length of street, existing street pattern, location of existing buildings, nature of the proposed land use, or other special conditions warrant a street of greater or lesser width. However, the relationship of pavement width to right-of-way width shall be consistent with the requirements of this subsection and these design standards.

Where new street construction is to be connected to an existing street of the same designation, and where the existing street pavement width is less than that required herein, the pavement width of the new street may be adjusted to match the pavement width of the existing street, upon approval by the District Engineer.

- m. Where residential lots within the Property are developed adjacent to an arterial thoroughfare, as designated on the development site plan for such lots, the developer shall provide a landscaped and irrigated buffer area within the dedicated right-of-way for the arterial thoroughfare. Once planted, all landscaping provided in District right-of-way shall be the responsibility of the District except for seasonal color which will be maintained by the HOA.
- n. Streets which terminate into a cul-de-sac shall not exceed six hundred (600) feet. Each end of a hammerhead cul-de-sac shall not exceed six hundred (600) feet.
- o. Residential street pavement shall be constructed of concrete that is six (6) inches in thickness and three thousand, six hundred (3,600) psi or greater, of Portland cement concrete, or as required by the District Engineer. Concrete reinforcing shall be No. 3 bars on twenty-four (24) inch centers running both ways, or as required by the District Engineer. Alternatively, as approved by the District Engineer, residential streets may be constructed of hot-mix asphalt of five (5) inch thickness with three thousand, six hundred (3,600) psi or greater equivalent thickness. Pavement crowning shall be a minimum of four (4) inches and a maximum of six (6) inches.
- p. All street subgrades shall be lime stabilized with hydrated lime in the minimum amount of six (6) percent by weight to a depth of six (6) inches for the stipulated width plus one (1) foot behind the curbs or as recommended by a site specific geotechnical report. The more stringent standard will always apply.
- q. Curbs shall be six (6) inches in height.
- r. The minimum slopes of a street or alley shall be one half (0.50) percent. The maximum

slope for a residential street shall be ten (10) percent. The maximum slope for an arterial shall be seven (7) percent.

s. **Vertical Alignment**

Profile grades of streets and alleys shall be connected by vertical curves of a minimum length expressed as a multiple of the algebraic difference between the rates of grades, expressed in feet per hundred feet and the values shown as follows:

Multiple of algebraic difference	Design Speed					
	20	25	30	40	50	60
Crest vertical curve	10	15	28	50	80	150
Sag vertical curve	15	20	35	50	70	100

SECTION G. DRAINAGE

1. **THE RATIONAL METHOD:** The Rational Method is based on the direct relationship between rainfall and runoff, and the method is expressed by the following equation:
 1. $Q = CIA$ where:
 2. Q = maximum rate of runoff (cfs)
 3. C = runoff coefficient representing a ratio of runoff to rainfall
 4. I = average rainfall intensity for a duration equal to the t_c (in/hr)
 5. A = drainage area contributing to the design location (acres)
2. The relationship between rainfall and runoff is expressed through application of the Rational Method with satisfactory accuracy for small watersheds, but the accuracy diminishes as the watershed to which the procedure is applied increases in size. For this reason, in development of runoff rates in larger drainage areas (1000 ac.) use of the unit hydrograph method or other approved method is required. The size and shape of the watershed must be determined through the use of plan metric-topographic maps of the area, supplemented by field surveys in areas where topographic data has changed or where the contour interval is insufficient to adequately determine the direction of flow.
3. **RUNOFF COEFFICIENTS (C):** Runoff coefficients, as shown in Table 1, shall be the minimum used, based on total development under the Owner's or Applicant's proposed land uses.
4. Where land uses other than those listed in Table 1 are planned, a coefficient shall be developed utilizing values comparable to those shown. Larger coefficients may be used if considered appropriate to the project by the Engineer.

**TABLE 1
RUNOFF COEFFICIENTS**

LAND USE

RUNOFF
COEFFICIENT "C"

Parks or Open Space
Single Family

0.35
0.50

5. Rainfall Intensity (I) Rainfall intensity will be determined from the Rainfall-Intensity-Duration data as shown in the most current Denton County Subdivision Rules & Regulations or as approved by the District Engineer.
6. Time of Concentration (Tc) The time of concentration is defined as the longest time, without interruption of flow by detention systems, that will be required for a drop of water to flow from the upper limit of the drainage area to the point of concentration. The time of concentration to any point in a storm drainage system is the summation of the inlet time and the time of flow in the conduit or channel. The inlet time is the time for water to flow over the surface of the ground from the upper limit of the drainage area to the first storm drain inlet. The flow time in the conduit or channel is computed by dividing the length of the conduit by the average velocity in the conduit. Inlet time decreases as the slope and the imperviousness of the surface increase.
7. Minimum inlet time is 15.0 minutes.

SECTION H. DESIGN STORM FREQUENCY

The storm frequency used for this determination will be according to the facility to be designed as listed below. Emergency overflows where used are to be located at sags and T-intersections of streets and designed to prevent erosion and surface water damage.

DESIGN STORM FREQUENCY

<u>Drainage Facility</u>	<u>Storm Frequency</u>
Drainage ditches located in street right-of-way used in conjunction with County Lanes and Parkway street construction with no freeboard	100 years
Pipe storm sewers with emergency overflow to give a combined capacity of 100-year frequency	10 years
Pipe storm sewer with no emergency overflow	100 years
All open channels with a minimum of 2 feet freeboard above to the top of the bank	100 years
Culverts (pipe or concrete box)	100 years
Bridges, low point of bridge beams or similar bridge deck supporting structure to be 2 feet above 100-year storm or highest flood recorded, whichever is greater	100 years

SECTION I. FLOW IN GUTTER AND INLET LOCATION.

A storm drain conduit shall begin at the point where the depth of flow based on the 50-year storm frequency reaches the top of curb. Inlets are then to be located as necessary to remove the flow based on a 50-year storm frequency. Multiple inlets at a single location are permitted with sufficient justification provided. Where possible, inlets should be placed upstream from an intersection to prevent large amounts of water running through intersection.

- a. Inlet Sizing: Inlets shall be sized based on the following:

STREET GRADE**LENGTH OF INLET OPENING
FOR EACH CFS OF GUTTER FLOW**

Sags	0.6 foot
Less than 4%	1 foot
Greater than 4%	1.5 foot

- b. Road and Alley Capacities: Road and alley capacities shall be calculated by the Manning's formula:

$$Q = 1.486 / N A R^{2/3} S^{1/2}$$

SECTION J. ROUGHNESS COEFFICIENTS "n" FOR STORM DRAINS/ROADWAYS

<u>Materials of Construction</u>	<u>Manning's Coefficient</u>
Monolithic Concrete Structure	0.013
Concrete Pipe	
Good alignment, smooth joints	0.013
Fair alignment, ordinary joints	0.015
Poor alignment, poor joints	0.017
Corrugated Metal Pipe	0.024
Standards unpaved with or without bituminous coating	0.024
Paved invert, 25% of periphery paved	0.021
All Roadways	0.020

SECTION K. RECOMMENDED MAXIMUM VELOCITY

<u>Type of Conduit</u>	<u>Maximum Velocity</u>
Culverts	12 fps
Inlet Laterals	15 fps
Storm Sewers	12 fps

SECTION L. STREET STORM WATER LIMITS

The use of the street for carrying storm water shall be limited to the following:

SPREAD OF WATER- 10 YEAR STORM FREQUENCY

Arterial- One traffic lane to remain clear.

Residential Streets with curbs and gutters-Six inch (6") depth of flow at curb or no lanes completely clear.

Alleys-Contained within the paved surface.

For County Lanes and Parkway thoroughfares, the spread of water shall be based on a 100-year storm frequency. All storm water must be contained within the right-of-way. The depth of flow shall not exceed the roadway crown elevation.

SPREAD OF WATER- 100 YEAR STORM FREQUENCY

Notwithstanding the requirements above, all storm water in the 100-year storm frequency shall be contained within the street or alley right-of-way or with in the drainage easement. The water depth shall not be greater than 1" over any curb.

SECTION M. OPEN CHANNELS.

Open channels may be used to convey storm waters where closed conduits are not justified economically. The use of existing channels in their natural condition is encouraged when possible. In such cases, an adequate drainage easement shall be dedicated to meet ultimate flow requirements.

- a. For unlimited channel sections, the normal side slope is 4:1 with 3:1 maximum.
- b. For concrete lined channel sections and riprap lined channel sections the paved slopes normally are 2:1 with 1-1/2:1 maximum.
- c. Maximum allowable velocity is 8 fps.

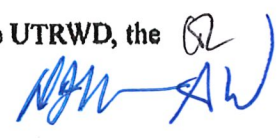
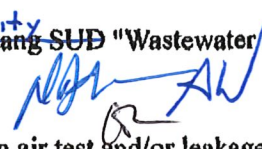
Detention is not required when storm drainage discharge is into existing 100-year floodplain as defined by FEMA.

SECTION N. WATER IMPROVEMENTS

- 
- a. All subdivisions shall be provided with a water system that meets or exceeds the TCEQ/~~Mustang SUD~~ requirements. In the corporate limits, all subdivisions shall be connected to the City's water distribution system or other approved alternate.
 - b. Water lines shall be laid in streets and alleys or in easements.

- c. Water mains shall be a minimum of 6-inch nominal internal diameter.
- d. Water services for each lot shall be 1" type K copper. Each service shall be provided with two in-line nylon ball cutoff vales contained inside the meter box. The meter shall have 3/4" diameter yoke and shall be purchased from the ~~Mustang~~ ^{City} SUD. Service to each lot shall have a maximum cover of 18 inches.
- e. Valves shall be located such that the distance between valves is a maximum of 600 feet on 12" and smaller lines, or larger lines. Valves shall be furnished with extensions, such that the working nut is a maximum of 48" below grade.
- f. Fire hydrants shall be located such that the horizontal distance to any structure in a residential area does not exceed 500 feet laying length. In commercial areas that horizontal distance shall not exceed 300 feet laying length. Fire hydrants shall be located 3ft. from back-of-curb.
- i. All fire hydrants shall be coated with Kern-Luster or an equivalent coating. Body painted silver and caps painted green.
- g. Reflective fire hydrant spotters shall be installed in all streets at a point adjacent to fire hydrants.
- h. When PVC pipe is used, 12 gauge single strand wire 'or tracer tape, blue in color, shall be installed in the backfill material 24 inches above the top of the pipe in accordance with the manufacturer's recommendations.
- i. Water lines 12 inch or smaller shall be installed with a minimum cover over the top of the pipe of 48 inches. Water lines larger than 12 inch shall be installed with a minimum cover over the top of the pipe of 60 inches to 72 inches.
- j. Water lines shall be pressure tested and disinfected in accordance with AWWA C601.
- k. The embedment of water lines shall be as per the ~~Mustang~~ ^{City} SUD "Pipe Embedment Detail."
- l. The design shall conform to the latest criteria set forth in the AWWA Standards, as published by the American Water Works Association and the Texas Commission on Environmental Quality (TCEQ) requirements.
- m. The specification for materials and workmanship shall conform to the latest edition of the "Standard Specifications for Public Works Construction" as published by North Central Texas Council of Governments and the TCEQ requirements.

SECTION O. SEWER IMPROVEMENTS.

- a. All subdivisions shall be provided with sewage disposal system that meets the TCEQ/~~City~~ ^{City} ~~Mustang SUD~~ requirements. 
- b. The developer shall furnish and install the complete sewage system, including the mains, manholes, cleanouts, Y-branches, service laterals for all lots, life stations and appurtenances.
- c. Should the subdivision or addition abut and use a sewer main of the UTRWD, the developer shall pay ~~Mustang SUD~~ ^{City} a "pro rata" charge as necessary. 
- d. Sewer pipe shall have a minimum internal diameter of 6 inches.
- e. Life stations, either temporary or permanent, are permitted.
- f. Sewer service for each lot shall have a minimum, internal diameter of 4 inches. Minimum cover at the property line shall be 4 feet. Need red tracer tape to indicate location of sewer stub out.
- g. Sewers shall be extended across the property being subdivided.
- h. Offsite sewer utilities shall be constructed by developers at no expense to the District.
- i. Sewer lines may be constructed using the following materials or approved equal:
 - a. Polyvinyl Chloride PVC SDR-35 for depths of burial up to 20 feet.
 - b. Polyvinyl Chloride PVC SDR-26 for depths of burial more than 20 feet.
- j. The embedment of sewer lines shall be as per the ~~Mustang SUD~~ ^{City} "Wastewater Pipe Embedment Detail" 
- k. Prior to acceptance, the sanitary shall be subjected to an air test and/or leakage test.
- l. All force mains, stream crossings, railroad crossings and road bores shall be ductile iron pipe.
- m. All railroad crossings and road bores shall be encased in a steel carrier pipe.
- n. Manhole spacing shall be in accordance with TCEQ requirements.
- o. Horizontal curves in sewer lines shall meet the TCEQ requirements
- p. The specification for materials and workmanship shall conform to the latest addition of the "Standard Specifications or Public Works Construction", published by the North Central Texas Council of Governments and the TCEQ requirements.
- q. All utility lines that pass under a street or alley shall be installed before the street or alley is paved. When it is necessary that utility lines pass under the street or alley pavement, they shall be installed to a point at least three feet beyond the edge of the pavement.

III. CONSTRUCTION AND IMPROVEMENTS

SECTION A. GENERAL.

1. The developer shall prepare, or have prepared, and submit copies, in accordance with the requirements of the Engineering Department, of the complete engineering plans of the Road Improvements for the area covered by the plat. The developer shall have such plans prepared by an engineer registered in the state of Texas, subject to approval of the plans by the City. The City Engineer shall review the plans and specifications, and, if approved, shall mark them approved and return one (1) set to the developer. If not approved, the plans shall be marked with the objections noted and returned to the developer for correction. No building permits shall be issued for the main structure on a site until the engineering plans have been approved, or the City Engineer approves the permit. The developer shall have no obligation to submit engineering plans for the Utility Improvements to the City for review or approval.
2. After approval of the final plat and final construction plans for the Road Improvements, the developer shall install the facilities in accordance with such approved plans, and these regulations. The District shall inspect the installation of the Road Improvements.
3. The District will inspect the Road Improvements, and the District's determinations will be binding on the City. Any maintenance bonds shall benefit the party obligated to maintain the Road Improvements.
4. All improvements required herein shall be constructed in accordance with the standards prescribed by these CP Standards.

SECTION B. CONSTRUCTION PLANS.

Except as otherwise provided with respect to construction plans for the Utility Improvements, no construction work shall begin on the improvements in any proposed subdivision prior to approval of the final construction plans by the City Engineer.

Engineering plans showing details of the Road Improvements and all engineering details, other than buildings, of the proposed subdivision shall be submitted to the Engineering Department along with the final plat of the subdivision. Such plans shall be prepared by an engineer registered in the state of Texas.

Copies of the final paving and utility plans, not less than 24" x 36" in sheet size, shall be submitted to, and in the manner prescribed by, the City Engineer, including:

1. Streets, alleys, sidewalks, and monuments:
 - a. Copies of plans and profiles of all required streets, alleys, sidewalks, crosswalk ways and monuments shall be provided. The right-of-way and paved width of all streets and street names shall be shown, including their top of curb grade and distances with the elevations indicated at all intersections and grade breaks. Such plans shall show the location of all proposed curbs and gutters.
3. Drainage:
 - a. Copies of the proposed plan and profiles, indicating minimum two (2) foot contours based on

state datum shall be submitted to the City Engineer and utility companies. All street widths and grades shall be indicated on the plans and runoff figures shall be indicated on the outlet and inlet side of all drainage ditches, storm sewers and at all points in the street at changes of grade or where the water enters another street storm sewer or drainage ditch

- b. A general location map of the subdivision showing the entire watershed;
- c. Calculations shall show the anticipated storm water flow, including watershed area, runoff coefficient, time of concentration, and intensity. When a drainage ditch or storm sewer is proposed, calculations showing the basis for design shall be submitted to the City Engineer; and
- d. When a drainage channel or storm sewer is proposed, complete plans, profiles, cross sections, grades and specifications shall be submitted, showing complete construction details.

SECTION C. SURVEY MONUMENTS.

In all subdivisions and additions, all block and lot corners shall be established and set. All corners, except those comprising the perimeter of the subdivision, shall consist of iron rods of a diameter not less than one-half (1/2) inch and eighteen (18) inches deep, set a maximum of two (2) inches below finished grade.

Perimeter markers shall be monuments consisting of a two (2) inch diameter aluminum disc and set in accordance with the City's general design standards.

SECTION D. STREET AND ALLEY IMPROVEMENTS.

1. Construction:

All streets and alleys shall be constructed in accordance with the NCTCOG Standards and Specifications for Public Works Construction, and these CP Standards.

2. Streets:

- a. The developer shall be responsible for the dedication of right-of-way and construction of all streets which cross his or her subdivision. Where an arterial thoroughfare, as designated on the Concept Plan, crosses such subdivision, the developer shall dedicate all right-of-way for such arterial thoroughfare in accordance with the applicable right-of-way.
- b. For any arterial thoroughfare that crosses such subdivision, the developer of the subdivision shall be responsible for installing not more than two (2) traffic lanes.
- c. In the event it is impractical to install a portion of a street at the time of subdivision development, as determined by the City Engineer, the developer may escrow with the City money in lieu of construction of the required paving. Such escrow amount shall equal the cost for the design and construction of such required paving, including curb and gutter, and sidewalks where applicable, and shall be considered as full and final payment for the installation of said improvements. No further cost shall be assessed the developer thereafter.

3. **Connection to Existing Streets:**

No building shall be occupied and no use shall commence on a lot until such time as any street or portion thereof providing access to such lot shall have been connected to the existing street system by a street of at least 24 feet in width, located within public right-of-way. The construction of such street extension shall be in accordance with the NCTCOG Standards and Specifications for Public Works Construction

Where construction of the street extension occurs concurrently with construction of any building on a lot to be served by such extension, an access road shall be provided and maintained for fire apparatus and other emergency vehicles during the construction of the building, or until such time as the extension to the existing street system has been constructed. Such access road shall be provided in accordance with the City's Uniform Fire Code.

4. **Engineer's Certificate:**

Upon the completion of construction of the street or alley, a certificate shall be provided, signed by the subdivision's engineer, who shall be registered in the State of Texas, that any and all improvements constructed in the subdivision have been completed in accordance with the approved construction plans, and that all monuments and lot markers have been properly located and placed in accordance with these CP Standards.

5. **Curb and Gutter:**

Curb and gutter shall be installed in the subdivision by the developer on both sides of all interior streets and streets adjacent to greenbelts, and on the subdivision side of all streets forming part of the boundary of the subdivision, including half streets, where provided. Such curb and gutter shall be constructed in accordance with the NCTCOG Standards and Specifications for Public Works Construction. Curb and gutter shall not be required on streets adjacent to residential lots equal to or exceeding 20,000 square feet. A waiver of the curb and gutter requirements may be granted by the Planning and Zoning Commission, in its discretion, at the time of final plat.

6. **Street Signs:**

- a. Within the corporate limits of the city, street signs shall be furnished and installed by the city at each intersection. The subdivider shall pay to the City Engineer, before beginning construction on site improvements, such sum as computed by the Transportation Department for street sign material and labor for the installation of such signs.
- b. Street signs in subdivisions outside the city limits but within the extraterritorial jurisdiction of the City shall be installed in accordance with or exceeding city standards by the subdivider at his or her expense. Such signs shall be of a standard type approved by the city or may exceed the city standard, and shall be installed in accordance with the standards approved by the Director of Transportation. The District shall maintain street signs.

7. **Street Lights:**

Residential Streets:

Street lights along residential streets shall be installed and paid for by the developer, including materials and labor, and shall be placed at each public street intersection, at the end of cul-de-sacs, and in curves or hazardous areas. The minimum spacing between streetlights shall be 175 feet. The maximum spacing shall be 350 feet. All

streetlights shall be installed prior to final inspections of any building by the Building Inspection Department.

9. Alleys

Alleys shall not be required, but if installed must conform to these CP Standards.

SECTION E. INTENTIONALLY OMITTED

SECTION F. INTENTIONALLY OMITTED.

SECTION G. SCREENING WALLS.

The purpose of providing screening walls is to improve the appearance of subdivisions abutting public rights-of-way; preserve and promote the aesthetic appeal of surrounding neighborhoods; and provide a cohesive identity for each subdivision.

1. Lots Backing Upon a Freeway Frontage Road or Arterial Thoroughfare:

A screening wall shall be provided and maintained along the Property line as shown on Exhibit __ attached hereto and may be constructed of any of the materials shown on Exhibit __.

The construction of such screening wall shall be the responsibility of the developer of the subdivision. Construction of the required screening wall shall occur subsequent to the final grading of the subdivision.

2. Lots Siding Upon a Freeway Frontage Road or Arterial Thoroughfare:

Where a street within a single-family or multifamily subdivision must intersect a freeway frontage road or arterial thoroughfare, as identified on the Concept Plan, in order to provide access into the subdivision, and where a single-family, mobile home or duplex lot sides to a freeway frontage road or arterial thoroughfare, a screening wall shall be provided along the side of the lot adjacent to such freeway frontage road or arterial thoroughfare where the screening wall would constitute a continuation of any existing or proposed screening wall.

Where two residential streets intersect with a freeway frontage road or arterial thoroughfare identified on the General Development Plan, the Planning and Zoning Commission shall determine whether adequate distance exists between the residential streets such that the provision of a masonry screening wall would be reasonable and appropriate.

The provisions of this subsection shall apply where the sides of such lots are separated from the freeway frontage road or arterial thoroughfare by an alley. In such instance the screening wall shall be placed on the right-of-way line separating the alley and freeway frontage road or arterial thoroughfare.

5. Building Materials:

Screening walls may be constructed of masonry, decorative metals, wood, or a combination of these materials or any of the materials shown on Exhibit ____.

6. Maintenance:

All areas adjacent to any screening wall or fence, or areas adjacent to a public street or right of way, shall be maintained in a clean and orderly condition by the HOA, free of debris and trash, in accordance with the applicable codes of the City.

7. Alternative Screening Material:

- a. Other material or screening devices which meet the intent of this Section, as determined by the Planning and Zoning Commission, may be utilized to satisfy the requirements of this Section only upon approval of the Planning and Zoning Commission

8. Conflicts:

Where the screening or buffering standards prescribed by this Section are in conflict with special screening or buffering requirements which have been established within certain zoning districts, then the more restrictive requirements shall apply.

In instances where placement of a screening wall conflicts with the Visibility Obstructions Ordinance or other applicable ordinances, the screening wall shall be placed on private property within a screening wall maintenance easement which shall be provided on the subdivision plat of the property.

SECTION H. FINISHED FLOOR ELEVATION.

1. Where any lot is adjacent to a flood plain as identified on the Federal Emergency Management Agency (FEMA) maps, there shall be a minimum finished floor elevation of at least two (2) feet above the one hundred (100) year flood plain elevation, based on ultimate development.

SECTION K. SIDEWALKS.

1. When the delay of sidewalk construction is deemed appropriate due to future right of way improvements, escrow of funds in lieu of the construction of sidewalks may be approved by the City Engineer. Such funds shall be escrowed with the Town of Aubrey prior to the filing of the subdivision plat with the appropriate county clerk. The escrow amount shall be determined by the square foot cost of constructing such sidewalk, as estimated by the City Engineer. No building permits shall be granted until the escrow has been paid to the Engineering Department.

Supplemental Development Standards.

1.1 Development Standards.

The purpose and intent of these Development Standards are to provide quality subdivision development with residential used for the Property. Capitalized terms not otherwise defined in **Exhibit D** or this **Exhibit D-1** have the meanings given such terms in the Development Agreement to which **Exhibit D** and this **Exhibit D-1** is attached.

No plat shall be approved by the Planning and Zoning Commission, unless and until such conforms to the Development Regulations and these design and construction standards. All streets, alleys, sidewalks, drainage ways, water and sewer lines, and improvements shall be designed, placed and constructed in accordance with the Standard Specifications for Public Works Construction, North Central Texas, with all amendments thereto, except as amended or directly conflicted by these Development Standards. To the extent that there is a direct conflict between the regulations herein, and those found elsewhere, the regulations found herein shall control development within this Property.

1.2 Single-Family Lots.

The following regulations will govern the design and development of the Property.

The following Lot Types are allowed in the subject development:

- a) SF-40
- b) SF-50
- c) SF-55
- d) SF-60
- e) SF-65
- f) SF-75

The maximum number of lots for the subject development is one-thousand four-hundred fifty-two (1452).

Lot distribution shall be per the Concept Plan attached as **Exhibit C** to this Development Agreement.

The following lot standards shall apply:

- a) SF-40

Regulation

Criteria

1. Minimum Lot Size -	4,600 S.F.
2. Minimum Lot Width (*) -	40 feet
3. Minimum Lot Depth (**) -	115 feet
4. Minimum Front Yard Setback -	20 feet
5. Minimum Garage Setback -	22 feet
6. Side Yard Setback (Interior Lot) -	5 feet
7. Side Yard Setback (Corner Lot/Adjacent to ROW) -	10 feet
8. Rear Yard Setback -	15 feet
9. Maximum Height -	35 feet
10. Maximum Lot Coverage (***) -	60 percent

* Minimum Lot Width is measured along the front building line for all lots.

** Minimum Lot Depth along a "knuckle", "cul-de-sac", or along easements dedicated in accordance with Section 5.12 of the Development Agreement shall be 105 feet.

*** Maximum Lot Coverage percentage shall be exclusive of gazebos, pools, and outdoor living areas.

b) SF-50

Regulation	Criteria
1. Minimum Lot Size -	6,000 S.F.
2. Minimum Lot Width (*) -	50 feet
3. Minimum Lot Depth (**) -	120 feet
4. Minimum Front Yard Setback -	20 feet
5. Minimum Garage Setback -	22 feet
6. Side Yard Setback (Interior Lot) -	5 feet
7. Side Yard Setback (Corner Lot/Adjacent to ROW) -	10 feet
8. Rear Yard Setback -	20 feet
9. Maximum Height -	35 feet
10. Maximum Lot Coverage (***) -	60 percent

* Minimum Lot Width is measured along the front building line for all lots.

- ** Minimum Lot Depth along a “knuckle”, “cul-de-sac”, or along easements dedicated in accordance with Section 5.12 of the Development Agreement shall be 110 feet.
- *** Maximum Lot Coverage percentage shall be exclusive of gazebos, pools, and outdoor living areas.

c) SF-55

Regulation	Criteria
1. Minimum Lot Size -	7,150 S.F.
2. Minimum Lot Width (*) -	50 feet
3. Minimum Lot Depth (**) -	130 feet
4. Minimum Front Yard Setback -	25 feet
5. Minimum Garage Setback -	25 feet
6. Side Yard Setback (Interior Lot) -	5 feet
7. Side Yard Setback (Corner Lot/Adjacent to ROW) -	10 feet
8. Rear Yard Setback -	25 feet
9. Maximum Height -	35 feet
10. Maximum Lot Coverage (***) -	50 percent

- * Minimum Lot Width is measured along the front building line for all lots.
- ** Minimum Lot Depth along a “knuckle”, “cul-de-sac”, or along easements dedicated in accordance with Section 5.12 of the Development Agreement shall be 115 feet.
- *** Maximum Lot Coverage percentage shall be exclusive of gazebos, pools, and outdoor living areas.

d) SF-60

Regulation	Criteria
1. Minimum Lot Size -	7,800 S.F.
2. Minimum Lot Width (*) -	60 feet
3. Minimum Lot Depth (**) -	130 feet
4. Minimum Front Yard Setback -	25 feet
5. Minimum Garage Setback -	25 feet

6. Side Yard Setback (Interior Lot) -	5 feet
7. Side Yard Setback (Corner Lot/Adjacent to ROW) -	10 feet
8. Rear Yard Setback -	25 feet
9. Maximum Height -	35 feet
10. Maximum Lot Coverage (***) -	50 percent

* Minimum Lot Width is measured along the front building line for all lots.

** Minimum Lot Depth along a "knuckle", "cul-de-sac", or along easements dedicated in accordance with Section 5.12 of the Development Agreement shall be 115 feet.

*** Maximum Lot Coverage percentage shall be exclusive of gazebos, pools, and outdoor living areas.

e) SF-65

Regulation	Criteria
1. Minimum Lot Size -	8,450 S.F.
2. Minimum Lot Width (*) -	65 feet
3. Minimum Lot Depth (**) -	130 feet
4. Minimum Front Yard Setback -	25 feet
5. Minimum Garage Setback -	25 feet
6. Side Yard Setback (Interior Lot) -	7.5 feet
7. Side Yard Setback (Corner Lot/Adjacent to ROW) -	10 feet
8. Rear Yard Setback -	25 feet
9. Maximum Height -	35 feet
10. Maximum Lot Coverage (***) -	50 percent

* Minimum Lot Width is measured along the front building line for all lots.

** Minimum Lot Depth along a "knuckle", "cul-de-sac", or along easements dedicated in accordance with Section 5.12 of the Development Agreement shall be 115 feet.

*** Maximum Lot Coverage percentage shall be exclusive of gazebos, pools, and outdoor living areas.

f) SF-75

Regulation	Criteria
1. Minimum Lot Size -	9,750 S.F.
2. Minimum Lot Width (*) -	75 feet
3. Minimum Lot Depth (**) -	130 feet
4. Minimum Front Yard Setback -	25 feet
5. Minimum Garage Setback -	25 feet
6. Side Yard Setback (Interior Lot) -	7.5 feet
7. Side Yard Setback (Corner Lot/Adjacent to ROW) -	10 feet
8. Rear Yard Setback -	25 feet
9. Maximum Height -	35 feet
10. Maximum Lot Coverage (***) -	50 percent

* Minimum Lot Width is measured along the front building line for all lots.

** Minimum Lot Depth along a "knuckle", "cul-de-sac", or along easements dedicated in accordance with Section 5.12 of the Development Agreement shall be 115 feet.

*** Maximum Lot Coverage percentage shall be exclusive of gazebos, pools, and outdoor living areas.

1.3 Block Lengths

The following block length requirements shall apply to the subject development. In general, intersecting streets determining the block lengths and widths shall be provided at such intervals as to serve cross traffic adequately and to meet existing streets. Where no existing subdivision establishes control, the block lengths shall not exceed those enumerated below. However, in cases where physical barriers or property ownership creates conditions where it is appropriate that these standards be varied by the Planning and Zoning Commission, the length may be increased or decreased to meet the existing conditions, having due regard for connecting streets, circulation of traffic and public safety.

- a) Interior Block Length – No block face may be longer than one thousand feet (1000'); however, Open Space with a width greater than forty feet (40') will be deemed to terminate a block face. Block face is measured along the Right-of-Way line.
- b) Perimeter Block Length – Along the perimeter of the property the block face may be extended to two-thousand feet (2000'); however, Open Space with a width greater than forty feet (40') will be deemed to terminate a block face. Block face is measured along the Right-of-Way line.

1.4 Front Yard Landscaping Minimum Requirements.

The following landscaping requirements shall apply to the subject development for all front yards.

- a) Trees. A minimum of one (1) – three-inch (3") caliper tree shall be provided measured twelve-inches (12") from the ground for SF-40, SF-50, and SF-55. A minimum of two (2) – three-inch (3") caliper tree shall be provided measured twelve-inches (12") from the ground for SF-60, SF-65, and SF-75. The following tree shall be acceptable:
 - 1. Caddo Sugar Maple
 - 2. Chinkapin Oak
 - 3. Southern Live Oak
 - 4. Bald Cypress
 - 5. Cedar Elm
 - 6. Bur Oak
 - 7. Shumard Red Oak
 - 8. Chinese Pistache
 - 9. American Elm
 - 10. Lacebark Elm
 - 11. Southern Magnolia
- b) Ornamental Trees. A minimum of one (1) – one and a half-inch (1.5") caliper ornamental tree shall be provided measured twelve-inches (12") from the ground. The following ornamental trees shall be acceptable:
 - 1. Possumhaw Holly
 - 2. Desert Willow
 - 3. River Birch
 - 4. Eastern Redbud
 - 5. Crape Myrtle
 - 6. Japanese Maple
 - 7. Yaupon Holly
 - 8. Dwarf Southern Magnolia

c) Shrubs. A minimum of ten (10) three-gallon to five-gallon shrubs shall be provided. The following shrubs and ornamental grasses shall be acceptable:

1. Compact Abelia
2. Glossy Abelia
3. Nellie R. Stevens Holly
4. Dwarf Buford Holly
5. Dwarf Yaupon
6. Autumn Sage
7. Mexican Bush Sage
8. Russian Sage
9. Texas Sage
10. Japanese Privet
11. Variegated Privet
12. Japanese Boxwood
13. Indian Hawthorn
14. Rosemary
15. Pink Muhly
16. Mexican Feather Grass
17. Purple Fountain Grass
18. Sea Green Juniper
19. Yucca

d) Border plants. A minimum of eight (8) one-gallon perennial plants shall be provided.

e) Lawn. Sod is required.

f) Irrigation. Irrigation is required.

1.5 Exterior Wall Masonry

- a) **Residential Structures.** All exterior walls of residential structures, excluding doors, windows, and window units, shall be comprised of at least sixty percent (60%) masonry product. Masonry product shall include stone, brick, cultured stone and cementitious materials such as HardiPlank and stucco. HardiPlank material shall be limited to fifty percent (50%) of the total amount of any exterior wall which faces to a front or side lot line, unless the style of the home calls for 100% HardiPlank such as the Cape Cod, Victorian, or Farmhouse style products.
- b) **Commercial Structures.** All exterior walls of commercial structures, excluding doors, windows, and architectural features, shall be comprised of one hundred percent (100%) masonry product. Masonry product shall include stone, brick, cultured stone and cementitious materials such as

HardiPlank and stucco. HardiPlank material shall be limited to fifty percent (50%) of the total amount of any exterior wall.

1.6 Fencing.

The following requirements shall apply to the subject development for all fencing.

- a) Fencing for lots adjacent to open spaces.** All lots adjacent to public open spaces shall have four-foot (4') in height tubular steel or wrought iron fencing. Wooden privacy fencing shall not be allowed for these lots. Landscaping adjacent to the fencing is allowed, but not required.
- b) Fencing for interior lots not adjacent to open spaces.** All lots that are not adjacent to open spaces shall provide wooden privacy fencing. Fence shall be six-foot (6') in height with four-inch (4") cedar pickets that are pre-stained. Fence shall be constructed with galvanized fence posts and hardware. Fence does not have to be board on board style construction.
- c) Screening adjacent to US 377, Springhill Road and E. Blackjack Road (Perimeter Roadways).** Subdivision fencing/screening along Perimeter Roadways shall be constructed of one hundred percent (100%) masonry material. Screening shall be six-foot (6') in height.
- d) Screening adjacent to commercial uses.** Screening between residential and commercial uses shall be constructed of masonry (brick, stone, or split face concrete block) with enhanced masonry columns. Screening shall be six-foot (6') in height. Masonry columns shall be constructed on a maximum spacing of one-hundred feet (100') on center. The portion of the Development that is constructed first shall be responsible for the construction of the masonry screening whether it is the commercial or residential use.

1.7 Sidewalks and Trails.

- a)** Sidewalks shall be constructed by the developer along all arterial thoroughfares, and along all perimeter streets abutting the subdivision, regardless of whether such arterial or perimeter thoroughfare abuts a lot, alley, or other space. Sidewalks shall be constructed along all arterial thoroughfares and perimeter streets. The developer is not responsible, however, for constructing a sidewalk along the frontage of any residential lot.
- b)** The builder on a lot is responsible for the construction of all sidewalks along the frontage of such residential lot and along that portion of the lot that sides or rears to a street other than an arterial. Provided, however, that such sidewalk is not required on a lot until completion of building

construction. Upon completion of building construction, sidewalks shall be provided in accordance with the provisions contained herein. Authorization for occupancy shall not be granted until this requirement has been met.

- c) Sidewalks shall be a minimum of six-foot (6') wide.
- d) Trails located in public open spaces and as generally depicted on Exhibits C and C-1 to this Development Agreement shall be a minimum of eight-foot (8') wide.
- e) Pavement shall be a minimum of four-inch (4") thick, 3000 PSI with number three (3) bars on twenty-four-inch (24") centers both ways.



**City Council Meeting
Staff Report
June 25, 2026**

Agenda Item

Consideration and action on Resolution No 1051-26 approving an agreement for the construction and funding of authorized improvements and reimbursement of advances relating to the Palomino Public Improvement District.

Staff Contact

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

Summary

This agreement provides reimbursement to the developer for a portion of the costs of the authorized improvements within the Palomino Public Improvement District from revenues received from assessments levied on property within the district.

Financial Summary

The estimated cost to design, acquire and construct the improvements plus costs to establish and administer the district is \$10.49 million.

Staff Recommended Action

Approve

Staff Recommended Motion

I move to (approve/deny/table) Resolution No 1051-26 approving an agreement for the construction and funding of authorized improvements and reimbursement of advances relating to the Palomino Public Improvement District.

RESOLUTION NO. 1051-26

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS APPROVING AN AGREEMENT FOR THE CONSTRUCTION AND FUNDING OF AUTHORIZED IMPROVEMENTS AND REIMBURSEMENT OF ADVANCES RELATING TO THE PALOMINO PUBLIC IMPROVEMENT DISTRICT

WHEREAS, on November 20, 2024, the City Council of the City (the “City Council”) passed and approved Resolution No. No. 990-24 creating Palomino Public Improvement District (the “District”); and

WHEREAS, the purpose of the District is to finance public improvements (the “Authorized Improvements”) as provided by Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, (the “Developer”) is the developer of the District; and

WHEREAS, the District is being developed in accordance with that certain “Development Agreement,” executed by and between the Developer, and the City effective as of April 1, 2024 (the “Development Agreement”); and

WHEREAS, the City Council intends to pass and approve an ordinance (the “Assessment Ordinance”) which, among other things, will approve a service and assessment plans (the “SAP”) that will levy Assessments on assessable property within the District, and establish the dates upon which interest on such Assessments will begin to accrue and collection of such assessments will begin; and

WHEREAS, from revenues received from the Assessments levied on property within the District the City intends to reimburse the Developer for a portion of the costs of the Authorized Improvements within the District pursuant to that certain Agreement for the Construction and Funding of Authorized Improvements and Reimbursement of Advances, dated June 25, 2026, by and between the Developer and the City (the “Reimbursement Agreement”); and

WHEREAS, the City and the Developer wish to enter into the attached Reimbursement Agreement to evidence the City’s intention to reimburse Developer from Assessments levied on assessable property within the District; Now Therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS:

Section 1: The capitalized terms defined in the recitals to this Resolution are hereby approved and adopted as a part of this Resolution. Capitalized terms not herein defined are defined in the Reimbursement Agreement or in the Service and Assessment Plan.

Section 2: The City Council hereby approves the Reimbursement Agreement in substantially the form attached hereto as **Exhibit A**, with such changes as may be approved by the City Manager, and authorizes the Mayor or City Manager to execute and the City Secretary to attest such Agreement.

Section 3: This resolution shall take effect immediately from and after its passage by the City Council of the City.

PASSED, APPROVED AND EFFECTIVE on the 25th day of June, 2026.

City Secretary
City of Aubrey, Texas

Mayor
City of Aubrey, Texas

[SEAL]

EXHIBIT A

**AGREEMENT FOR THE CONSTRUCTION AND FUNDING OF AUTHORIZED
IMPROVEMENTS AND REIMBURSEMENT OF ADVANCES**

AGREEMENT FOR THE CONSTRUCTION AND FUNDING OF AUTHORIZED IMPROVEMENTS AND REIMBURSEMENT OF ADVANCES

This Agreement for the Construction and Funding of Authorized Improvements and Reimbursement of Advances (the “**Agreement**”) is made and entered into as of the ____ day of _____, 2026, by and between the CITY OF AUBREY, TEXAS, a home rule municipality situated in Denton County, Texas (the “**City**”), and LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership, its successors and assigns (the “**Developer**”), (individually referred to as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, on November 20, 2024, the City passed and approved Resolution No. 990-24 (the “**Creation Resolution**”) authorizing the creation of the Palomino Authorized Improvement District (the “**PID**”) in accordance with the provisions of Chapter 372, Texas Local Government Code (the “**PID Act**”) encompassing approximately 39.993 acres of real property described by metes and bounds in the Creation Resolution (the “**PID Property**”); and

WHEREAS, Developer is or will be the owner or developer of certain real property located wholly within the PID and desires to develop such property; and

WHEREAS, the purpose of the PID is to finance Authorized Improvements (the “**Authorized Improvements**”) as provided by the PID Act that promote the interests of the City and confer a special benefit on the PID Property that is assessed (the “**Assessed Property**”); and

WHEREAS, the PID Property is being developed in one “Improvement Area” and special assessments for such Improvement Area will be levied against the Assessed Property within the Improvement Area to pay the costs of the Authorized Improvements that confer a special benefit on the Assessed Property within the Improvement Area; and

WHEREAS, development within the PID is expected to be governed by the terms of that certain First Amended and Restated Development Agreement by and between the City and the Developer, effective as of October 9, 2024 (the “**Development Agreement**”); and

WHEREAS, the Developer has begun construction of the Authorized Improvements within the District (the “Authorized Improvements”) and the City intends to approve an ordinance (the “Assessment Ordinance”) levying assessments on benefitted property within the District (the “Assessments”) for the costs of the Authorized Improvements that confer a special benefit on the property located within the District and adopt the SAP which sets forth the Assessments levied against all benefitted property within the District for the financing of such Authorized Improvements; and

WHEREAS, the City and the Developer desire to enter into this Agreement to reflect the City’s intent to reimburse the Developer for the costs of the Authorized Improvements plus interest as set forth in and pursuant to the SAP; and

WHEREAS, all revenue received and collected by the City from the collection of the Assessments and Annual Installments (excluding Delinquent Collection Costs and Administrative Expenses) (the “Assessment Revenue”) shall be deposited first for the payment of debt service on any bonds issued by the City with the pledge of Assessments (the “PID Bonds”) in accordance with a trust indenture relating to such PID Bonds and second, into an assessment fund and account therein, that are segregated from all other funds of the City (the “Reimbursement Fund”); and

WHEREAS, the Assessment Revenue deposited into the Reimbursement Fund shall be used to reimburse Developer for the Actual Costs of the Authorized Improvements advanced by the Developer in a principal amount to be set forth in the SAP, plus interest as set forth herein; and

WHEREAS, this Agreement is a “reimbursement agreement” authorized by Section 372.023(d)(1) of the PID Act and the obligations of the City to use the Assessments hereunder is authorized by the PID Act;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the City and Developer hereby contract and agree as follows:

DEFINITIONS

Any capitalized terms and phrases used in the recitals above shall have the meanings provided in said recitals. Except as may be otherwise defined, or the context clearly requires otherwise, the following terms and phrases used in this Agreement shall have the meanings as follow:

“Assessments” means those certain special assessments levied by the City pursuant to the PID Act on parcels within the PID for the purpose of paying the costs of the Authorized Improvements, all as set forth in or modified by the SAP.

“Assessment Ordinance” shall mean any ordinance adopted by the City Council levying PID Assessments on land in the PID.

“Authorized Improvement Project Costs” means the estimated cost of the Authorized Improvements to be constructed to benefit the land within the PID as set forth in Exhibit B, as may be amended pursuant to this Agreement, such costs to be eligible “project costs,” as defined in the PID Act.

“Certificate for Payment” means the certificate pursuant to which the trustee of any PID Bonds is authorized to disburse PID Bond Proceeds from the Project Fund, as set forth in the applicable Indenture.

“City Regulations” means the Concept Plan, Development Standards, Subdivision Regulations, Building Codes, approved Final Plats (as such terms are defined in the Development Agreement) and all applicable federal and state regulations.

“City Representative” means any officer, employee or other designated representative specifically authorized by the City Council to undertake the actions referenced herein. The City Manager and the Director of Finance are hereby designated as the initial City Representative.

“Completion of Construction” shall mean that (i) the construction of the applicable Authorized Improvement, benefitting the Property has been substantially completed pursuant to the City’s determination; and (ii) the City has, with respect to applicable Authorized Improvements, accepted the respective Authorized Improvements in accordance with City Regulations and standard practice.

“Cost Overruns” means those Authorized Improvement Project Costs that exceed the budget cost set forth in the SAP(s).

“Cost Underruns” means Authorized Improvement Project Costs that are less than the budgeted cost set forth in the Service and Assessment Plans.

“Governmental Authority” means any Federal, state or local governmental entity (including any taxing authority) or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof).

“Developer Improvement Account” means an account of the Project Fund which may be created and established under the applicable PID Bond Indenture (and segregated from all other funds contained in the Project Fund) into which the City deposits or directs the applicable trustee to deposit any funds received from Developer as required under such PID Bond Indenture.

“Maturity Date” is the date one year after the last Annual Installment is collected.

“Net Bond Proceeds” means the proceeds of the PID Bonds, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the Project Fund for such bonds.

“PID Bonds” means one or more series special assessment revenue bonds issued by the City pursuant to the PID Act for the payment and/or reimbursement of the Public Improvement Project Costs, including bonds issued to fund construction of the Authorized Improvements, and, if any, issued to reimburse the Developer for a portion of the costs of the Authorized Improvements, not previously funded with bond proceeds.

“PID Bond Proceeds” means the proceeds of the PID Bonds, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the Project Fund.

“PID Pledged Revenue Fund” means, collectively, the fund established by the City under each applicable PID Bond Indenture (and segregated from all other funds of the City) into which the City deposits Assessment Revenue in accordance with each applicable PID Bond Indenture related to a series of PID Bonds issued and still outstanding.

“Plans and Specifications” means the plans and specifications for Authorized Improvements approved by the City.

“Prepayment” means the payment of all or a portion of an Assessment before the due date thereof.

“Project Fund” means, collectively, the fund, including all accounts created within such fund, established by the City under each applicable PID Bond Indenture (and segregated from all other funds of the City) into which the City deposits PID Bond Proceeds in the amounts and as described in the applicable PID Bond Indenture.

“Reimbursement Fund” means a fund which may be established by the City, which may be under a PID Bond Indenture if PID Bonds are issued, and segregated from all other funds of the City, into which the City transfers Assessment Revenue for the purpose of paying amounts due to Developer under this Agreement or a separate Agreement and/or Actual Costs of Authorized Improvements that are not paid from PID Bond Proceeds.

ARTICLE I

Construction of the Authorized Improvements

Section 1.01 Designation of Construction Manager, Construction Engineers.

(a) Prior to construction of any Authorized Improvement, Developer shall make, or cause to be made, application for any necessary permits and approvals required by City and any applicable Governmental Authority to be issued for the construction of the Authorized Improvements and shall obligate each general contractor, architect, and consultants who work on the Authorized Improvements to obtain all applicable permits, licenses, or approvals as required by Applicable Law. The Developer shall require or cause the design, inspection, and supervision of the construction of the Authorized Improvements to be undertaken in accordance with City Regulations.

(b) The Developer shall design and construct or cause the design and construction of the Authorized Improvements, together with and including the acquisition, at its sole costs, of any and all easements or fee simple title to such land necessary to provide for and accommodate the Authorized Improvements.

(c) Developer shall comply, or shall require its contractors to comply, with all local and state laws and regulations regarding the design and construction of the Authorized Improvements applicable to similar facilities constructed by City, including, but not limited to, the requirement for payment, performance and two-year maintenance bonds for the Authorized Improvements.

(d) Upon Completion of Construction of any portion of the Authorized Improvements, Developer shall provide City with a final cost summary of all Authorized Improvement Project Costs incurred and paid associated with the construction of that portion of the Authorized Improvements and provide proof that all amounts owing to contractors and subcontractors have been paid in full evidenced by the “all bills paid” affidavits and lien releases executed by Developer and/or its contractors with regard to that portion of the Authorized Improvements. Evidence of payment to the applicable contractors and subcontractors shall be provided prior to the reimbursement or payment of the costs of any portion of the Authorized Improvements.

Section 1.02 Construction Agreements. The construction agreements shall be let in the name of the Developer. The Developer's engineers shall prepare and provide, or cause the preparation and provision of all contract specifications and necessary related documents. The Developer shall provide all construction documents for the Authorized Improvements and shall acknowledge that the City has no obligations and liabilities thereunder. The Authorized Improvement Project Costs shall be (i) paid by the Developer or caused to be paid by the Developer, and reimbursed by the Assessments levied pursuant to the terms of this Agreement or (ii) paid from the proceeds of PID Bonds issued to pay the Authorized Improvement Project Costs.

(a) The following requirements apply to construction agreements for Authorized Improvements:

(i) Plans and Specifications shall comply with all Applicable Law and City Regulations and all Plans and Specification shall be reviewed and approved by the City prior to the issuance of permits pursuant to the City's process.

(ii) Each construction agreement shall provide that the contractor is an independent contractor, independent of and not the agent of the City and that the contractor is responsible for retaining, and shall retain, the services of necessary and appropriate architects and engineers; and

(iii) Each construction agreement for improvements not yet under construction shall provide that the contractor shall indemnify the City, its officers and employees for any costs or liabilities thereunder and for the negligent acts or omissions of the contractor. The wording of such indemnity must be reviewed and approved by the City Attorney.

(b) City's Role.

The City shall have no responsibility for the cost of planning, design, engineering construction, furnishing/equipping the Authorized Improvements (before, during or after construction) except to the extent of the reimbursement or funding of the Authorized Improvements Project Costs as set forth in this Agreement. The Developer will not hold the City responsible for any costs of the Authorized Improvements other than the reimbursements or funding described in this Agreement. The City shall have no liability for any claims that may arise out of design or construction of the Authorized Improvements, and the Developer shall cause all of its contractors, architects, engineers, and consultants to agree in writing that they will look solely to the Developer, not to the City, for payment of all costs and valid claims associated with construction of the Authorized Improvements.

Section 1.03 Project Scope Verification. The Developer will from time to time, as reasonably requested by the City Representative, verify to the City Representative that the Authorized Improvements are being constructed in accordance with the Plans and Specifications approved by the City. To the extent the City has concerns about such verification that cannot be answered by the Developer, to the City's reasonable satisfaction, the Developer will cause the appropriate architect, engineer or general contractor to consult with the Developer and the City regarding such concerns.

Section 1.04 Joint Cooperation; Access for Planning and Development. During the planning, design, development and construction of the Authorized Improvements, the parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this Project. The City staff 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.

Section 1.05 City Not Responsible. By performing the functions described in this Article, the City shall not, and shall not be deemed to, assume the obligations or responsibilities of the Developer, whose obligations under this Agreement and under Applicable Law shall not be affected by the City's exercise of the functions described in this Article. The City's review of any Plans and Specifications is solely for the City's own purposes, and the City does not make any representation or warranty concerning the appropriateness of any such Plans and Specifications for any purpose. The City's approval of (or failure to disapprove) any such Plans and Specifications, including the site plan, submitted with such Plans and Specifications and any revisions thereto, shall not render the City liable for same, and the Developer assumes and shall be responsible for any and all claims arising out of or from the use of such Plans and Specifications.

Section 1.06 Construction Standards and Inspection. The Authorized Improvements will be installed within the public rights-of-way or in easements granted to the City. Such easements may be granted at the time of final platting in the final plat or by separate instrument. The Authorized Improvements shall be constructed and inspected in accordance with applicable state law, and City Regulations, and all other applicable development requirements, including those imposed by any other governing body or entity with jurisdiction over the Authorized Improvements, and this Agreement, provided, however, that if there is any conflict, the regulations of the governing body or entity with jurisdiction over the Authorized Improvement being constructed, the City Regulations shall control.

Section 1.07 Authorized Improvements to be Owned by the City – Title Evidence. The Developer shall furnish to the City a preliminary title report for land with respect to the Authorized Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of a Authorized Improvement to the City. The City Representative shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City Representative does not approve the preliminary title report, the City shall not be obligated to accept title to the Authorized Improvement until the Developer has cured such objections to title to the satisfaction of the City Representative.

Section 1.08 Authorized Improvement Constructed on City Land or the Property. If the Authorized Improvement is on land owned by the City, the City may 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 the 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 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 this Agreement or as should in the City's reasonable judgment 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 Improvement otherwise provided herein shall apply. The grant of any easements to the City must be in a form acceptable to the City Attorney.

Section 1.09 Additional Requirements. In connection with the design and construction of the Authorized Improvements, the Developer shall take or cause the following entities or persons to take the following actions and to undertake the following responsibilities:

(a) The Developer shall provide to the City electronic copies of the Plans and Specifications for the Authorized Improvements (including revisions) as such Plans and Specifications are currently in existence and as completed after the date hereof and shall provide the City one complete set of record drawings (in electronic format) for the Authorized Improvements, in accordance with Applicable Law;

(b) In accordance with the requirements between the Developer and the City with regard to the development and construction of the Authorized Improvements, the Developer or such person selected by and contracting with the Developer for the construction of the Authorized Improvements shall provide the City with a copy of the detailed construction schedule outlining the major items of work of each major construction contractor relating to the Authorized Improvements, and any revisions to such schedule;

(c) The Developer shall provide construction documents, including the Plans and Specifications to the City, signed and sealed by one or more registered professional architects or engineers licensed in the State of Texas at the time the construction documents are submitted to the City for approval;

(d) The Developer shall provide the City with reasonable advance notice of any regularly-scheduled construction meetings regarding the Authorized Improvements, and shall permit the City to attend and observe such meetings as the City so chooses in order to monitor the Project, and shall provide the City with copies of any construction schedules as are discussed and reviewed at any such regularly-scheduled construction meeting;

(e) The Developer or any general contractor shall comply with, and shall require that its agents and subcontractors comply with, all Applicable Laws regarding the use, removal, storage, transportation, disposal and remediation of hazardous materials;

(f) The Developer or any general contractor shall notify and obtain the City's approval for all field changes that directly result in changes to the portion of the Plans and Specifications

for the Authorized Improvements that describe the connection of such improvements with City streets, storm sewers and utilities;

(g) Upon notice from the City, the Developer shall or shall cause any general contractor to promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by the general contractor or its subcontractors to property or facilities of the City during construction of the Authorized Improvements and to reimburse the City for out-of-pocket costs actually incurred by the City that are directly related to the City's necessary emergency repairs of such damage;

(h) Upon notice from the City, the Developer shall promptly cause the correction of defective work and shall cause such work to be corrected in accordance with the construction contracts for the Authorized Improvements and with City Regulations;

(i) If the Developer performs any soils, construction, and materials testing during construction of the Authorized Improvements, the Developer shall make available to the City copies of the results of all such tests; and

(j) If any of the foregoing entities or persons shall fail in a respect to perform any of its obligations described above (or elsewhere under this Agreement), the Developer shall use its good faith efforts to enforce such obligations against such entities or persons, or the Developer may cure any failure of performance as provided herein; and

(k) The Developer shall provide any other information or documentation or services required by City Regulations; and

(l) The Developer shall allow the City Representative to conduct reasonable pre-final and final inspections of the Authorized Improvements. Upon acceptance by the City of the Authorized Improvements, the City shall become responsible for the maintenance of the Authorized Improvements and making any bond or warranty claim, if applicable.

Section 1.10 Revisions to Scope and Cost of Authorized Improvements.

(a) The Authorized Improvement Project Costs, shall be as set forth in the SAP, unless amended by the City Council in a SAP pursuant to the PID Act.

Section 1.11 City Police Powers. The Developer recognizes the authority of the City pursuant to the Texas Constitution together with the City's charter and ordinances to exercise its police powers in accordance with Applicable Laws to protect the public health, safety, and welfare. The City retains its police powers over the Developer's or its general contractor's construction activities on or at the Property, and the Developer recognizes the City's authority to take appropriate enforcement action in accordance with Applicable Law to provide such protection. No lawful action taken by the City pursuant to these police powers shall subject the City to any liability under this Agreement, including without limitation liability for costs incurred by any general contractor or the Developer, and as between the Developer and the City, any such costs shall be the sole responsibility of the Developer and any of its general contractors and shall not be reimbursable from PID Bond Proceeds.

Section 1.12 Title and Mechanic's Liens.

(a) Title. The Developer agrees that the Authorized Improvements shall not have a lien or cloud on title upon their dedication to and acceptance by the City.

(b) Mechanic's Liens. Developer shall not create nor allow or permit any liens, encumbrances, or charges of any kind whatsoever against the Authorized Improvements arising from any work performed by any contractor by or on behalf of the Developer. The Developer shall not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Authorized Improvements for work or materials furnished to the Developer in connection with any construction, improvements, renovation, maintenance or repair thereof made by the Developer or any contractor, agent or representative of the Developer. The Developer shall cause any such claim of lien to be fully discharged prior to the earlier of (i) the date of acceptance of the applicable Authorized Improvement by the City of the related Authorized Improvement or (ii) 180 days. No payments or reimbursements shall be made by the City from PID Bond Proceeds or Assessments unless there are no liens in place and there is the appropriate documentation including unqualified affidavits or certifications, satisfactory to the City Attorney, that there are no liens of any kind in place.

Section 1.13 City Consents. Any consent or approval by or on behalf of the City required in connection with the design, construction, improvement, or replacement of the Authorized Improvements or otherwise under this Agreement shall not be unreasonably withheld, delayed, or conditioned. Any review associated with any determination to give or withhold any such consent or approval shall be conducted in a timely and expeditious manner with due regard to the cost to the Developer associated with delay.

Section 1.14 Right of the City to Make Inspection.

(a) At any time during the construction of the Authorized Improvements, the City shall have the right to enter the Property for the purpose of inspection of the progress of construction on the Authorized Improvements; provided, however, the City Representative shall comply with reasonable restrictions generally applicable to all visitors to the Development that are imposed by the Developer or its general contractor or subcontractors. The Developer shall pay the City's costs for the retention of a third-party inspector.

(b) Inspection of the construction of all Authorized Improvements shall be by the City Representative or his/her designee. In accordance with Sections 5.03, the Developer shall pay the inspection fee.

(c) City may enter the Property in accordance with customary City procedures and Applicable Law to make any repairs or perform any maintenance of Authorized Improvements which the City has accepted for maintenance. If, during construction of the Authorized Improvements, the Developer is in default under this Agreement beyond any applicable cure period or in the event of an emergency which is not being timely addressed, the City may enter the Property to make any repairs to the Authorized Improvements that have not been accepted for maintenance by the City, of every kind or nature, which the Developer is obligated under this

Agreement to repair or maintain but which the Developer has failed to perform after the expiration of ten (10) Business Day after notice is given by the City (other than in the case of an emergency in which notice is impossible or impractical). The Developer shall be obligated to reimburse the City the reasonable costs incurred by the City for any such repairs. Nothing contained in this paragraph shall be deemed to impose on the City any obligation to actually make repairs or alterations on behalf of the Developer.

(d) The construction of the Authorized Improvements (which are funded from Assessments) is anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(9). In the event that the actual costs of the Authorized Improvements do not meet the parameters for exemption from the competitive bid requirement, then either competitive bidding or alternative delivery method may be utilized by the City as allowed by Texas law..

(e) The Authorized Improvements shall be constructed in a good and workmanlike manner and all materials used in such construction shall be fit for their intended purpose. In performing this Agreement, Developer is not the agent or employee of the City.

(f) Upon completion of construction of Authorized Improvements constructed in the name of Developer, Developer shall provide the City with final "record" drawings of the Authorized Improvements.

(g) All Authorized Improvements shall be constructed by or at the direction of Developer in accordance with the Plans and Specifications, the City Regulations, and this Agreement and any other agreement between the parties related to Property in the PID and/or the Authorized Improvements. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Authorized Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken.

Section 1.15 Cost of Authorized Improvements. To the extent that the City has not issued PID Bonds, Developer shall promptly pay the Actual Costs of the Authorized Improvements as the same become due pursuant to an approved Reimbursement Request (as defined herein). The City shall not be liable to any contractor, engineer, attorney, materialman or other party employed or contracted with by Developer in connection with the construction of the Authorized Improvements, but shall only be obligated to acquire the Authorized Improvements and/or reimburse Developer in the manner and to the extent provided in Article II of this Agreement, and for the avoidance of any doubt, solely from PID Assessments or PID Bond Proceeds, if issued.

Section 1.16 Timing of Authorized Improvements. Notwithstanding anything herein to the contrary, Developer may advance funds and/or construct and install Authorized Improvements as Developer deems appropriate, in its sole discretion, including the construction and installation of Authorized Improvements to serve portions of the Property and in different phases and sections over a period of time until all of the Property is developed. Developer may

exercise its sole discretion on all aspects of the phasing and timing of development and shall not be obligated to advance funds and/or construct and install the Authorized Improvements for the entire Property at one time.

Section 1.17 City's Obligation Limited. The Parties agree the City's obligations to reimburse Developer for costs paid related to the Authorized Improvements constructed for the benefit of the Property shall only be paid from: (A) PID Bonds, if issued, and/or (B) the PID Assessments and/or annual installments collected from property within the PID (the "Assessed Property") (such Assessments or annual installments thereof collected on such Assessed Property, the "Assessment Revenue"), and such obligation (i) is contingent upon the City levying such Assessments or issuing PID Bonds related to the Authorized Improvements constructed for the benefit of the PID, and (ii) will not be due and owing unless and until the City actually levies such Assessments or issues such PID Bonds related to the Authorized Improvements constructed for the benefit of the PID. The Parties agree that the levying of the Assessments will create the fund out of which the City will pay its obligation under this Agreement and until such time, this Agreement does not create an obligation of the City.

ARTICLE II

Reimbursement for Funds Advanced; Funding of Authorized Improvements

Section 2.01 Obligation to Reimburse; Obligations Limited. The City and Developer agree that the City intends to levy Assessments and may, at the discretion of the City, issue and sell, from time to time, PID Bonds to fund the Actual Costs. It is the mutual intent and agreement of the City and Developer to provide for future reimbursement of funds advanced by Developer for Actual Costs of the Authorized Improvements, through the levy of Assessments and/or issuance of PID Bonds and use of Assessment Revenue and/or PID Bond Proceeds. The City is obligated, subject to the provisions of this Agreement, to reimburse Developer for funds advanced by Developer for the acquisition, construction, and management of the Actual Costs of the Authorized Improvements as set forth in the SAP. Notwithstanding the foregoing, the issuance of PID Bonds and the levy of Assessments is a discretionary governmental action by the City Council and subject to their ongoing discretion and decision and is further conditioned upon the adequacy of the bond security and the financial ability and obligation of the Developer to perform its obligations hereunder. The issuance of PID Bonds and the levy of Assessments is an action to be taken by a future City Council and such future City Council shall not be bound by the terms of this Agreement with respect to the issuance of PID Bonds and the levy of Assessments as set forth in the SAP. Reimbursement to the Developer from the Reimbursement Fund (as defined here) will be as set forth herein. Reimbursement or payment of the Actual Costs of the Authorized Improvements from PID Bond Proceeds shall be as set forth in the applicable Indenture.

For the avoidance of doubt, the City's obligation to reimburse Developer shall be solely from funds in the Reimbursement Fund and/or from the PID Bond Proceeds, and Developer agrees to look solely to such sources for reimbursement. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than the Reimbursement Fund, or the PID Bond Proceeds, if applicable. The parties further agree that the City's obligation under this Agreement with respect to the Authorized Improvements

Project Costs shall be contingent upon the City levying PID Assessments related to the Authorized Improvements which will benefit the PID. No other City funds, revenues, taxes, or income of any kind shall be used to pay (i) the Actual Costs of the Authorized Improvements; (ii) amounts due and owing under this Agreement; or (iii) debt service on any PID Bonds. None of the City's elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

Section 2.02 Remaining Funds after Completion of a Public Improvement. The Service and Assessment Plan shall be updated or amended, as applicable, such that the costs of the Authorized Improvements in the SAP match the costs set forth in the applicable construction contracts; provided that such adjustment of the SAP does not affect the benefit analysis. Then, after the Completion of Construction of a Authorized Improvement, payment, or reimbursement for such Authorized Improvement, there are Cost Underruns, any remaining budgeted cost(s) may be available to reimburse Cost Overruns on any other Authorized Improvement with the approval of the City Representative, at completion of all of the Authorized Improvements in the PID (or in each PID Phase, if applicable) as set forth in the Service and Assessment Plan, and provided that the Authorized Improvements, as set forth in the Service and Assessment Plan are undertaken at least in part. The elimination of a category of Authorized Improvements as set forth in the Service and Assessment Plan will require an amendment to the Service and Assessment Plan. Upon approval of the final plat by the City and acceptance of the Public Improvements within such plat to be maintained by the City, any Underruns from within each improvement category may be released to reimburse for Overruns in another improvement category, as approved by the City.

Section 2.03 Time and Amount of Reimbursement. The City shall reimburse Developer for payment of Actual Costs related to the Authorized Improvements solely from (i) the proceeds of PID Bonds and/or (ii) Assessment Revenue collected pursuant to Assessments levied on Assessed Property within the PID.

Additionally, Developer may request reimbursements directly from Assessment Revenue pursuant to Section 2.08 herein. Developer may submit a Reimbursement Request and the associated invoices to City, and the Reimbursement Request shall be paid by the City from Assessment Revenue within thirty (30) days of approval. The invoices included with the Reimbursement Request shall identify the payee, the goods, services and/or materials provided by such payee and the total amount paid with respect to such goods, services and/or materials. If the City timely disapproves of the Reimbursement Request by delivering a detailed notice to Developer, then payment with respect to the disputed portion(s) of the Reimbursement Request shall not be made until Developer and the City settle the dispute. The Parties agree to meet promptly and resolve any dispute within forty-five (45) days from the date of the initial submittal of the Pay Reimbursement Request to City for payment.

With respect to any Reimbursement Request by Developer, in no event shall the City Representative be authorized to approve a request if the City has not previously levied Assessments against Assessed Property within the phase of the development related to the Authorized Improvements for which such Reimbursement Request has been submitted.

Section 2.04 PID Bonds. The City, in its sole discretion, may issue PID Bonds, in one or more series, when and if the City Council determines it is financially feasible for the purposes of: (i) paying all or a portion of the amounts due under this Agreement; or (ii) paying directly PID Costs of Authorized Improvements. PID Bonds issued for such purpose will be secured by and paid solely as authorized by the applicable Indenture. Upon the issuance of PID Bonds for such purpose and for so long as PID Bonds remain outstanding, Developer's right to receive payments each year in accordance with this Agreement shall be subordinate to the deposits required under the applicable Indenture related to any outstanding PID Bonds, and Developer shall be entitled to receive funds pursuant the provisions of such Indenture. The failure of the City to issue PID Bonds shall not constitute a failure by the City or otherwise result in an event of default by the City.

The City shall not be obligated to sell or issue any amount of the PID Bonds in excess of the amount then recommended by the City's financial advisor. The City shall not be obligated to offer the PID Bonds in contravention of any law of the State of Texas.

Section 2.05 PID Bonds – Conditions to Issuance. The issuance of PID Bonds is a discretionary governmental action by the City Council and subject to their ongoing discretion and decision and is further conditioned upon the adequacy of the bond security and the financial ability and obligation of the Developer to perform its obligations hereunder. The issuance of PID Bonds and the levy of Assessments is an action to be taken by a future City Council and such future City Council shall not be bound by the terms of this Agreement with respect to the issuance of PID Bonds and the levy of Assessments. Prior to the City's issuance of PID Bonds, the following conditions must be met:

(a) 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 or the Development Agreement.

(b) The Developer or its Affiliates shall own all property within the PID prior to the levy of Assessments for the PID, The City shall not levy Assessments without a consent to the creation of the PID and the levy of Assessments from each property owner within the area to be assessed by the City.

(c) 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.

(d) The Developer shall not be delinquent in the payment of taxes or Assessments on any property it owns within the City.

(e) The Authorized Improvements to be funded by a series of PID Bonds shall have been completed according to the Plans and Specifications and either accepted by or approved by the City.

Section 2.06 Fund Deposits. Until PID Bonds payable from Assessment Revenue are issued, the City shall bill, collect, and immediately deposit into the Reimbursement Fund all Assessment Revenue consisting of revenue collected from the payment of Assessments (including pre-payments and amounts received from the foreclosure of liens but excluding costs and expenses

related to collection). Funds in the Reimbursement Fund shall only be used to pay Actual Costs of the Authorized Improvements in accordance with this Agreement. Once PID Bonds payable from Assessment Revenue are issued, the City shall bill, collect, and immediately deposit all Assessment Revenue securing such series of PID Bonds in the manner set forth in the applicable Indenture; and, if applicable, the City shall continue to deposit all Assessment Revenue or payments thereof not securing a series of PID Bonds into the Assessment Fund.

Once PID Bonds payable from Assessment Revenue are issued, the City shall also deposit PID Bond Proceeds and any other funds authorized or required by the applicable Indenture into the funds established by the applicable Indenture in the manner set forth in the applicable Indenture. Annual installments shall be billed and collected by the City (or by any person, entity, or governmental agency permitted by law) in the same manner and at the same time as City ad valorem taxes are billed and collected. Funds in the Project Fund shall only be used in accordance with the applicable Indenture; provided that funds disbursed from the Project Fund shall be made first from PID Bond Proceeds held in the applicable accounts within such Project Fund until such accounts are fully depleted and then from the Developer Improvement Account of the applicable Project Fund, if applicable. Funds in the Reimbursement Fund shall only be used to pay Actual Costs of the Authorized Improvements not paid from the Project Fund in accordance with the applicable Indenture.

The City will pursue all actions permissible under applicable law to cause the Assessments to be collected and the liens related to such Assessments to be enforced continuously, in the manner and to the maximum extent permitted by applicable law, and, to the extent permitted by applicable law, to cause no reduction, abatement or exemption in the Assessments for so long as any PID Bonds are outstanding or a Unpaid Balance (defined herein) remains outstanding. The City shall determine or cause to be determined, no later than March 31 of each year, whether any Annual Installment is delinquent. If a delinquency exists, then the City will cause to be commenced as soon as practicable and at such time as the City's collection attorney may be reimbursed from penalties charged, any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property or to use any City funds, revenues, taxes, income, or property other than moneys collected from the Assessments. Once PID Bonds are issued, the applicable Indenture shall control in the event of any conflict with this Agreement.

Section 2.07 Reimbursement for Authorized Improvement Costs.

(a) Strictly subject to the terms, conditions, and requirements and solely from the revenues as herein provided and in accordance with the Development Agreement, the City agrees to pay the Developer and its assigns, and the Developer and its assigns shall be entitled to receive from the City, the amount equal to that portion of the Actual Costs of the Authorized Improvements paid by the Developer as set forth in the SAP, plus interest on the unpaid balance as set forth below and in the SAP, in accordance with the terms of this Agreement for the term set forth herein in the principal amount set forth in the SAP (the "Reimbursement Amount").

(b) The City hereby covenants to create, concurrently with the execution of this Agreement, a separate fund to be designated as the “Reimbursement Fund.” The Reimbursement Amount is payable from Assessment Revenue to be deposited in the Reimbursement Fund in accordance with this Agreement and the Development Agreement.

(c) The Reimbursement Amount is payable solely from: (i) the assessment revenue received and collected by the City and deposited into the Reimbursement Fund; (ii) the net proceeds (after funding reserve funds, and the payment of costs of issuance, including the costs paid or incurred by the City and Annual Collection Costs) of one or more series of bonds (the “PID Bonds”) issued by the City in accordance with the terms of the Development Agreement and secured by assessment revenue; or (iii) a combination of items (i) and (ii) immediately above.

(d) The Assessment Revenue shall be received and collected and deposited into the Reimbursement Fund, subject to the following limitations:

(i) Calculation of the Assessments and the first Annual Installment for a Lot or Parcel shall begin as provided in the SAP.

(ii) The Developer shall only be reimbursed for Authorized Improvements that have been completed and accepted by the City and for which a Reimbursement Payment Request (defined below) has been submitted and approved.

(iii) As set forth below, annual Assessment Revenue received and collected by the City for the payment of the Reimbursement Amount, and deposited into the Reimbursement Fund in years prior to the year in which PID Bonds are issued, shall be available for reimbursement to the Developer pursuant to the City’s customary process, and submittal of sufficient documentation as reasonably determined by the City’s PID Administrator in a form acceptable to the City and the City’s PID Administrator that reflects the Actual Costs of the Authorized Improvements paid by Developer, (a “Reimbursement Payment Request”). Upon the approval of a Reimbursement Payment Request, such approved Actual Costs shall earn the interest charged on the Assessments from the date upon which acceptance of the related Authorized Improvement occurred and until payment of such amounts, at the rate set forth in the SAP and billed in Annual Installments. Interest shall accrue upon acceptance of the Authorized Improvements, but the total amount of principal upon which interest accrues is dependent on the final total of Actual Costs in the Reimbursement Payment Request. Upon the issuance of PID Bonds, payment of the costs of the Authorized Improvements shall be made pursuant to a Certificate for Payment as set forth in the applicable Indenture.

(iv) Principal received as annual Assessment Revenue collected by the City and deposited into the Reimbursement Fund for the payment of the Reimbursement Amount in years in which PID Bonds are not issued shall reduce the Reimbursement Amount and shall be paid to Developer after acceptance of the Authorized Improvement and after submittal and approval of a Reimbursement Payment Request.

(v) In the years in which PID Bonds are not issued, interest collected as part of the Annual Installment is earned beginning on the date of the acceptance of the Authorized Improvement ("Earned Interest"). Earned Interest shall be paid to the Developer pursuant to the principal amount determined and approved in the Reimbursement Request. Earned Interest shall not reduce the Reimbursement Amount. Interest collected as part of the Annual Installment prior to the acceptance of the Authorized Improvement is "Unearned Interest". Unearned Interest shall be deposited in the Reimbursement Fund and paid to developer pursuant to a Reimbursement Request, and such Unearned Interest shall count against the Actual Costs of the Authorized Improvement as set forth in the SAP, as updated and reduce the Reimbursement Amount.

(vi) All interest received as annual Assessment Revenue collected by the City in an Annual Installment and deposited into the Reimbursement Fund in the year in which PID Bonds are issued ("year" is defined herein as a time period determined by the City's financial advisor in order to match the Annual Installment collected with the Future PID Bond annual installments) shall (i) be deposited to the project fund for the PID Bonds and may be distributed to the Developer pursuant to a Certificate for Payment, or (ii) be deposited to the debt service fund or any reserve funds for the PID Bonds and used to pay debt service on the PID Bonds, or (iii) a combination of (i) and (ii) above; provided that the total amount released from the project fund under the applicable Indenture shall not exceed the Actual Costs of the Authorized Improvements as set forth in the SAP, as may be updated.

(vii) Principal received as annual Assessment Revenue collected by the City in an Annual Installment and deposited into the Reimbursement Fund in the year in which PID Bonds are issued ("year" is defined herein as a time period determined by the City's financial advisor in order to match the Annual Installment collected with the Future PID Bond annual installments) shall (i) be deposited to the project fund for the PID Bonds and may be distributed to the Developer pursuant to a Certificate for Payment, or (ii) be deposited to the debt service fund or any reserve funds for the PID Bonds and used to pay debt service on the PID Bonds, or (iii) a combination of (i) and (ii) above; provided that the total amount released from the project fund under the applicable Indenture shall not exceed the Actual Costs of the Authorized Improvements as set forth in the SAP, as may be updated.

(viii) Interest on the Reimbursement Amount accrues as reflected in the Annual Installment billed by the City upon acceptance of the Authorized Improvement, and shall be calculated at the annual interest rate as set forth in the SAP, which rate does not exceed the rates as set forth in Subsections 372.023(e)(1) and (e)(2) of the PID Act. Subject to the disbursements listed above, interest shall continue on the remaining Reimbursement Amount until the earlier of (i) 30 years or the time period set forth in the SAP, or (ii) the issuance of any PID Bonds, or (iii) the Reimbursement Amount is paid in full pursuant to this Agreement. Developer is only entitled to receive interest on the Reimbursement Amount as set forth herein and in the SAP from the Reimbursement Fund and as allowed under this Section.

(ix) Upon the issuance of PID Bonds for the payment of the costs of the Authorized Improvements, the Assessments shall bear interest at the rate of the PID Bonds plus additional interest as set forth in the SAP, and interest pursuant to this section shall cease. The issuance of PID Bonds may reduce the Reimbursement Amount as set forth in the SAP.

(x) The Reimbursement Amount includes only interest accruing on the Assessments as set forth above and in the SAP. The Reimbursement Amount is secured by and payable solely from Assessment Revenue received and collected by the City for that purpose and deposited into the Reimbursement Fund, as set forth herein. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Reimbursement Amount, even if the Reimbursement Amount is not paid in full by the maturity date of the Assessments.

(e) So long as no PID Bonds are issued and the City has received and approved a Reimbursement Request, the City shall make a payment to Developer from the Reimbursement Fund at least annually, and no later than the later of (i) five (5) days after the appropriate Reimbursement Request has been approved by the Administrator and the City, or (ii) sixty (60) days after the date payment of the Annual Installments are due, not to exceed the Assessment Revenue collected and payable to the Developer. Each payment from the Assessment Fund shall be accompanied by an accounting that certifies the Unpaid Balance as of the date of the payment and that itemizes all deposits to and disbursements from the Assessment Fund since the last payment.

(f) Notwithstanding the foregoing, the Developer shall only be entitled to repayment of the Actual Costs of the Authorized Improvements as set forth in the SAP. If the Actual Costs of the Authorized Improvements are less than the amounts set forth in SAP, the Developer shall not be entitled to such excess amounts. The Parties acknowledge that upon the issuance of PID Bonds, the payment of bond proceeds to the Developer for reimbursement of the costs of the Authorized Improvements, and for any costs incurred in the administration and operation of the PID, shall be as set forth in and subject to the terms and provisions of the applicable Indenture relating to the PID Bonds, including the form of a Certificate for Payment as provided in the applicable Indenture. The Parties also acknowledge that the issuance of PID Bonds may reduce the actual amounts paid to the Developer pursuant to this Agreement.

(g) The Developer represents and warrants that it will not request payment with respect to any costs of the Authorized Improvements that are not part of the Authorized Improvements identified in the SAP and it will follow all procedures set forth herein or in the applicable Indenture with respect to Certificates for Payments.

Section 2.08 Disbursements and Transfers at and after Bond Closing. Upon receipt of a Reimbursement Request or a Certificate for Payment (in substantially the form set forth in the applicable indenture along with all accompanying documentation required by the City) from Developer, the City shall conduct a review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all applicable laws and applicable plans therefor and with the terms of this Agreement and any other

agreement between the parties related to Property in the PID, and to verify and approve the Actual Costs of such work specified in such Reimbursement Request or Certificate for Payment. The City shall also conduct such review as is required in its discretion to confirm the matters certified in the Reimbursement Request or Certificate for Payment. Developer agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review within twenty (20) business days following receipt of a Reimbursement Request or Certificate for Payment that has been approved by the City's PID Administrator, the City shall either: (i) approve the Reimbursement Request or Certificate for Payment and forward it for payment, or (ii) provide Developer with written notification of disapproval of all or part of a Reimbursement Request or Certificate for Payment, specifying the basis for any such disapproval. Any disputes shall be resolved as required herein. The City shall deliver the approved or partially approved Reimbursement Request or Certificate for Payment for payment as quickly as practicable thereafter.

ARTICLE III Representations

Section 3.01 Representations by Developer. Developer hereby represents to the City:

(a) Due Organization and Ownership. Developer is a Texas limited partnership validly existing under the laws of the State of Texas and is duly qualified to do business in the State of Texas; and that the person executing this Agreement on behalf of it is authorized to enter into this Agreement.

(b) Due Authority: No Conflict. The Developer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the Developer and constitute the Developer's legal, valid and binding obligations enforceable against the Developer in accordance with their terms. The consummation by the Developer of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of the Developer, or any of the terms of any agreement or instrument to which the Developer is a Party, or by which the Developer is bound, or of any provision of any Applicable Law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(c) Consents. No consent, approval, order or authorization of, or declaration or filing with any governmental authority is required on the part of the Developer in connection with the execution and delivery of this Agreement or for the performance of the transactions herein contemplated by the respective Parties hereto.

(d) Litigation/Proceedings. To the best knowledge of the Developer, after reasonable inquiry, there are no pending or, to the best knowledge of the Developer, threatened, judicial, municipal or administrative proceedings, consent decree or, judgments which might affect the Developer's ability to consummate the transaction contemplated hereby, nor is there a preliminary

or permanent injunction or other order, decree, or ruling issued by a governmental entity, and there is no statute, rule, regulation, or executive order promulgated or enacted by a governmental entity, that is in effect which restrains, enjoins, prohibits, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.

(e) Legal Proceedings. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the knowledge of the Developer, threatened against or affecting the Developer, any of the principals of the Developer and any key person or their respective Affiliates and representatives which the outcome of which would (a) adversely affect the validity or enforceability of, or the authority or ability of the Developer under, this Agreement to perform its obligations under this Agreement, or (b) have a material and adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

(f) Ownership. The Developer represents that it or one or more Affiliates will be the sole owners of the Property within the PID at the time of their creation and will be the sole owners at the time of the levy of Assessments for each Phase. The Developer shall consent to the levy of Assessments in substantially the form of the Landowner Consent attached hereto as C, and shall not transfer title of any land within the PID prior to the levy of Assessments within each Phase.

Section 3.02 Representations by the City. The City makes the following representation and warranty for the benefit of the Developer:

(a) Due Authority; No Conflict. 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). The City has all requisite power and authority to execute this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the City and constitute legal, valid and binding obligations enforceable against the City in accordance with the terms subject to principles of governmental immunity and the enforcement of equitable rights. The consummation by the City of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any of the terms of any agreement or instrument to which the City is a Party, or by which the City is bound, or of any provision of any Applicable Law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(b) Due Authority; No Litigation. No litigation is pending or, to the knowledge of the City, threatened in any court to restrain or enjoin the construction of or the Public Improvements or the City's payment and reimbursement obligations under this Agreement, or otherwise contesting the powers of the City or the authorization of this Agreement or any agreements contemplated herein.

ARTICLE IV

Remedies

Section 4.01 Default. If either Party fails to perform an obligation imposed on such Party by this Agreement (a “Failure”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “Default.” Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least thirty (30) days from receipt of the notice within which to cure the Failure (unless more specifically set forth herein); however, if the Failure cannot reasonably be cured within thirty (30) days and the non-performing Party has diligently pursued a cure within such thirty (30) day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional period of not to exceed thirty (30) days so long as the non-performing Party is diligently pursuing a cure.

(a) Notwithstanding the foregoing, the following are considered a default or Failure under this Agreement, subject to any notice and applicable cure period as set forth herein:

(i) The Developer shall fail to pay to the City any monetary sum hereby required of it pursuant to the Development Agreement or this Agreement as and when the same shall become due and payable and shall not cure such Default within thirty (30) days after the later of the date on which written 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 the Development Agreement;

(ii) The Developer shall fail 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 sixty (60) days after written notice thereof is given by the City to the Developer;

(iii) The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor’s rights;

(iv) The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor’s rights;

(v) The entering of an order for relief 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 degree unstayed for any period of ninety (90) consecutive days;

(vi) The failure by Developer or any Affiliate to pay any taxes or Assessments on property owned by the Developer and/or any Affiliates within the PID, if such failure is not cured within thirty (30) days;

(vii) The Developer is in default under the Development Agreement after the expiration of any applicable cure period following written notice, if such written notice is required under the terms of the Development Agreement; or

(viii) The Developer shall breach any material covenant or default in the performance of any material obligation hereunder if such breach or default is not cured within thirty (30) days, in the reasonable determination of the City.

(b) If the City is in default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Agreement.

(c) If the Developer is in Default, the City may pursue any legal or equitable remedy or remedies, including, without limitation, actual damages, and termination of this Agreement. The City shall not terminate this Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Agreement upon a default or Failure shall not prevent the City from suing the Developer for specific performance, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in the Development Agreement, then to the extent such failure constitutes a default or Failure hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.

(d) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.

(e) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(f) THE DEVELOPER SHALL ASSUME THE DEFENSE OF, AND IF ANY, INDEMNIFY AND HOLD HARMLESS THE CITY'S THIRD PARTY INSPECTOR, THE CITY EMPLOYEES, OFFICIALS, OFFICERS, REPRESENTATIVE AND AGENTS OF THE CITY AND EACH OF THEM (EACH AN "INDEMNIFIED PARTY") FROM AND AGAINST, ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECT OR PUT, BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISIONS OF THIS AGREEMENT BY THE DEVELOPER, THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE AUTHORIZED IMPROVEMENTS CONSTRUCTED BY DEVELOPER, OR ANY CLAIMS BY PERSONS EMPLOYED BY THE DEVELOPER RELATING TO THE CONSTRUCTION OF SUCH

PROJECTS. NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF ANY INDEMNIFIED PARTY. THE CITY DOES NOT WAIVE ITS DEFENSES AND IMMUNITIES, WHETHER GOVERNMENTAL, SOVEREIGN, OFFICIAL OR OTHERWISE AND NOTHING IN THIS AGREEMENT IS INTENDED TO OR SHALL CONFER ANY RIGHT OR INTEREST IN ANY PERSON NOT A PARTY HERETO.

(g) To the extent there is a conflict between this Agreement and an Indenture securing the PID Bonds issued to reimburse the costs of the Authorized Improvements, the Indenture securing such PID Bonds shall control as the provisions relate to the Assessments. To the extent there is a conflict between this Agreement and the Development Agreement, this Agreement shall control.

(h) The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

(i) The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Agreement.

(j) Nothing in this Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and it assigns any rights, remedies, or claims under or by reason of this Agreement, and all covenants, conditions, promises, and agreements in this Agreement shall be for the sole and exclusive benefit of the City and the Developer.

ARTICLE V

Miscellaneous

Section 5.01 Severability. In case any one or more provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 5.02 Modification. This Agreement may be modified or varied only by a written instrument subscribed by both of the parties hereto.

Section 5.03 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The obligations, requirements or covenants to develop the Property, including construction of the Public Improvements may be assigned to any Affiliate thereof without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property, including construction of the Public

Improvements shall not be assigned to any non-Affiliate without the prior written consent of the City Manager, which consent shall not be unreasonably withheld if the assignee demonstrates the financial ability to perform in the reasonable judgment of the City Manager. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title or interests being assigned. No assignment by Developer shall release 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, and such release shall not be unreasonably withheld. Developer shall maintain written records of all assignments made by Developer to Assignee, including a copy of each executed assignment and the Assignee's notice information as required by this Agreement, and, upon written request from the City, 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. The City shall not be required to make any representations or execute any agreement with respect to any assignment.

(a) Developer may assign any receivables or revenues due pursuant to this Agreement to a third party without the consent of, but upon written notice to the City. Provided, however, that notwithstanding the above, the City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not execute any consent or make any representations or sign any agreements with respect thereto.

(b) 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. 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 within thirty (30) days written notice to the lender. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property, except an end-user property owner, 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. The City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not execute any consent or make any representations or execute any document with respect thereto.

(c) 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 via mail, express mail or email.

(d) The City does not and shall not consent to nor participate in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement that would require the City to enter into any continuing disclosure obligation.

Section 5.04 Captions. The captions used in connection with the paragraphs of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement or used as interpreting the meanings and provisions hereof.

Section 5.05 Applicable Law. This Agreement shall be construed and interpreted under the laws of the State of Texas and all obligations of the parties created hereunder are performable in Denton County, Texas.

Section 5.06 Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall never be construed to confer any benefit on any third party. This Agreement shall be binding upon each party, its successors and assigns.

Section 5.07 Term. The term of this Agreement shall begin on the Effective Date (as defined herein) and shall continue until all amounts due under this Agreement are paid in full.

Section 5.08 Force Majeure. If the City or Developer is rendered unable, in whole or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to remedy such inability and to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. The term "force majeure," as used herein, 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 where shut-down of commercial construction or the manufacturing of supplies relating thereto has been ordered by a Governmental Authority; and (g) 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; provided, however, that under no circumstances shall Force Majeure include any of the following events: (i) economic hardship; (ii) changes in market condition; (iii) 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; (iv) during

construction, weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (v) the occurrence of any manpower, material or equipment shortages except as set forth in (f) above; or (vi) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Developer, or any construction contracts for Authorized Improvements. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of such party, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of such party.

Section 5.09 Non-Waiver. The failure by a party to insist upon the strict performance of any provision of this Agreement by the other party, or the failure by a party to exercise its rights upon a default by the other party, shall not constitute a waiver of such party's right to insist upon and demand strict compliance by such other party with the provisions of this Agreement.

5.10. Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City and Developer any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City and Developer.

Section 5.10 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

Section 5.11 Employment of Undocumented Workers. During the term of this Agreement, Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), Developer shall repay any incentives granted herein within 120 days after the date Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

Section 5.12 Statutory Verifications. The Developer makes the following representations and covenants pursuant to 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 Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term 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 respective parent companies, 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. “Firearm entity” and “firearm trade association” have the meanings provided in Section 2274.001(6) and (7), 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.

Section 5.13 Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”), if required by law. The City hereby confirms receipt of the Form 1295 from Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after the receipt of such form. The parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by Developer; and neither the City nor its consultants have verified such information.

Section 5.14 Venue. This Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of a dispute involving this Agreement, exclusive venue for such dispute shall lie in any court of competent jurisdiction in Denton County, Texas.

Section 5.15 Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below ninety-six (96) hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested.

To the City: Attn: City Manager
City of Aubrey, Texas
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
Email: patricia@txmunicipallaw.com

To Developer: Attn: Greg Urech
Lennar Homes of Texas Land and Construction, Ltd.
1231 Greenway Drive, Suite 800
Irving, Texas 75038
Email: Greg.Urech@Lennar.com

With a copy to: Attn: Joshua A. Bethke
Coats Rose, P.C.
16000 North Dallas Parkway, Suite 350
Dallas, Texas 75248
Email: jbethke@coatsrose.com

Section 5.16 No Waiver. Nothing in this Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Agreement against the Developer, or any other person or entity involved in the design, construction or installation of the Authorized Improvements. The obligations of Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the PID. Nothing herein shall be construed, nor is intended, to affect the City's or Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances

Section 5.17 Entire Agreement. This Agreement represents the entire agreement of the Parties and no other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Agreement shall be binding. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; and (b) 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.

Section 5.18 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Section 5.19 Term. The term of this Reimbursement Agreement is the earlier of (i) the expiration of the Assessments as set forth in the SAP, (ii) until the Reimbursement Amount is paid in full in accordance herewith as such Reimbursement Amount may have been reduced pursuant to this Agreement , (iii) the issuance of one or more series of Future PID Bonds and funding of the outstanding Reimbursement Amount, as reduced by payments made pursuant to the provisions hereof, or (iv) termination pursuant to a default or “Failure under this Agreement or under the Development Agreement, whichever occurs first.

Section 5.20 No. Acceleration. Any amounts or remedies due pursuant to this Agreement are not subject to acceleration.

Section 5.21 Choice of Law. This Agreement shall be governed by the laws of the State of Texas.

Section 5.22 Out of State Issuer. This Agreement may not be assigned to an out-of-state issuer of debt and the City shall not participate in any third-party financing relating to the Assessment Revenues received by the Developer pursuant to this Agreement.

Section 5.23 Standing Letter. If requested by the Texas Attorney General, the Developer will file a standing letter addressing the representations made in Section 31 of this Agreement in a form acceptable to the Texas Attorney General.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple counterparts, each of equal dignity, to be effective as of the date first written below (the “**Effective Date**”).

CITY:

THE CITY OF AUBREY, TEXAS

By: _____

Name: Chris Rich

Title: Mayor

Date: _____

ATTEST:

By: _____

Name: Jenny Hicks

Title: City Secretary

Date: _____

APPROVED AS TO FORM:

Patricia Adams, City Attorney

THE STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on _____, 2026, by Chris Rich, the Mayor of the City of Aubrey, Texas, a home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

DEVELOPER:

LENNAR HOMES OF TEXAS LAND AND
CONSTRUCTION, LTD.,
a Texas limited partnership

By: U.S. Home LLC,
a Delaware limited liability company
its General Partner

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing instrument was ACKNOWLEDGED before me this ____ day of _____, 2026, by _____, _____ of U.S. Home LLC, a Delaware limited liability company, General Partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, on behalf of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2026.

Notary Public in and for the State of Texas

(NOTARY SEAL)

Exhibit "A"

Palomino Authorized Improvement District

EXHIBIT A

BEING a tract of land situated in the J. Bridges Survey, Abstract No. 36, City of Aubrey, Denton County, Texas, and being a portion of a called 46.974 acre tract of land described in a deed to Jen Holdco 24 LLC, as recorded in Instrument No. 2024-61128 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the northerly northeast corner of said 46.974 acre tract, common to the northwest corner of a called 5.725 acre tract of land described in a deed to Aubrey 2931 Investments LP, as recorded in Instrument No. 2024-18439 of the Official Records of Denton County, Texas, being on 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;

THENCE South 00°41'47" West, departing the southerly line of said Pecan Creek Addition, Phase 1, and along the easterly line of said 46.974 acre tract and the westerly line of said 5.725 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 5.725 acre tract, common to an ell corner of said 5.725 acre tract;

THENCE South 86°08'34" East, along the northerly line of said 46.974 acre tract and the southerly line of said 5.725 acre tract, a distance of 423.36 feet to a point for corner;

THENCE South 01°03'39" West, departing the southerly line of said 5.725 acre tract and the northerly line of said 46.974 acre tract and crossing said 46.974 acre tract, a distance of 648.76 feet to a point for corner on the southerly line of said 46.974 acre tract and the northerly line of Silverado Phase 6, according to the plat thereof recorded in Instrument No. 2021-153 of the Official Records of Denton County, Texas;

THENCE North 88°56'21" West, along the southerly line of said 46.974 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 2,046.91 feet to the southwest corner of said 46.974 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, 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 46.974 acre tract and the easterly line of said Parcel 2, Tract 3, a distance of 933.89 feet to the northwest corner of said 46.974 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, along the northerly line of said 46.974 acre tract, the southerly line of said 55.30 acre tract, and the southerly line of aforesaid Pecan Creek Addition, Phase 1, a distance of 1,606.55 feet to the **POINT OF BEGINNING** and containing 41.248 acres (1,796,748 square feet) of land, more or less, save and except the following described tract:

Continued on Sheet 2

NET AREA: 39.993 ACRES

J. BRIDGES SURVEY,

ABSTRACT NO. 36

DENTON COUNTY, TEXAS

Kimley»Horn

6190 Warren Parkway, Suite 210
Frisco, Texas 75034

FIRM# 10168822

Tel. No. (972) 335-2580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SG	KH-A	Oct. 2024	063451312	1 OF 4

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Continued from Sheet 1

SAVE AND EXCEPT TRACT:

BEING a tract of land situated in the J. Bridges Survey, Abstract No. 36, City of Aubrey, Denton County, Texas, and being a portion of a called 46.974 acre tract of land described in a deed to Jen Holdco 24 LLC, as recorded in Instrument No. 2024-61128 of the Official Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped "RPLS 4561" found for the southwest corner of a called 5.725 acre tract of land described in a deed to Aubrey 2931 Investments LP, as recorded in Instrument No. 2024-18439 of the Official Records of Denton County, Texas, common to an ell corner of said 46.974 acre tract;

THENCE South 06°12'45" West, crossing said 46.974 acre tract, a distance of 190.62 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE continuing across said 46.974 acre tract, the following courses and distances:

South 41°54'56" East, a distance of 14.63 feet to a point for corner;

South 01°03'39" West, a distance of 178.86 feet to a point for corner;

North 88°56'21" West, a distance of 283.87 feet to a point at the beginning of a non-tangent curve to the right with a radius of 375.00 feet, a central angle of 29°02'47", and a chord bearing and distance of North 17°34'49" East, 188.08 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 190.11 feet to a point for corner;

North 32°06'12" East, a distance of 67.55 feet to a point for corner;

North 76°28'16" East, a distance of 14.30 feet to a point at the beginning of a non-tangent curve to the left with a radius of 425.00 feet, a central angle of 24°23'05", and a chord bearing and distance of South 72°01'35" East, 179.52 feet;

In a southeasterly direction, with said non-tangent curve to the left, an arc distance of 180.88 feet to the **POINT OF BEGINNING** and containing 1.255 acres (54,669 square feet) of land, more or less, resulting in a net area of 39.993 acres (1,742,079 square feet) of land, more or less.

Sylviana Gunawan
SYLVIANA GUNAWAN

REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6461
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
sylviana.gunawan@kimley-horn.com



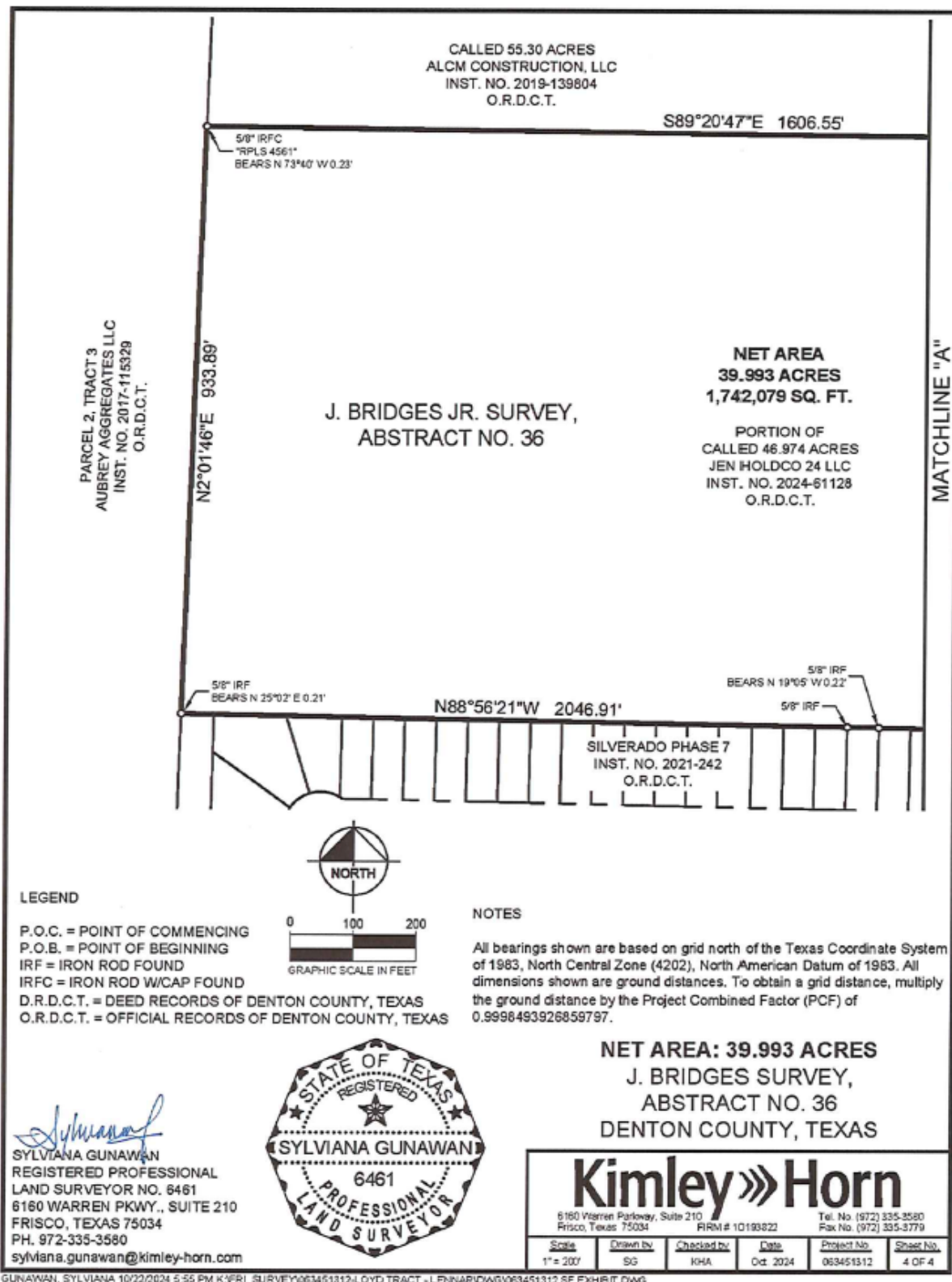
NET AREA: 39.993 ACRES
J. BRIDGES SURVEY,
ABSTRACT NO. 36
DENTON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Tel. No. (972) 335-3580
Fax No. (972) 335-3779
FIRM # 10193822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SG	KHA	Oct. 2024	063451312	2 OF 4

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**City Council Meeting
Staff Report
June 25, 2026**

Agenda Item

Consideration and action on Ordinance 954-26, approving a Service and Assessment Plan and Assessment Roll for authorized improvements within the Palomino Public Improvement District (The "District"); making a finding of special benefit to certain property in the district; Levying Assessments against certain property within the District and establishing a lien on such property; providing for payment of the assessment in accordance with Chapter 372, Texas Local Government Code, as amended; Providing for the method of assessment and the payment of the assessments; Providing penalties and interest on delinquent assessments; Providing for severability and providing an effective date.

Staff Contact

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

Summary

This item is a Resolution approving the Palomino PID service and assessment plan ("SAP") and approving the assessment ordinance authorizing the levy of assessments. Following an overview presentation of the SAP from the city's PID administrator, Municap, and after the conclusion of any discussion and/or questions and answers, the Council will be asked to approve the Resolution. City staff and city advisors have reviewed the SAP and recommend approval of the Resolution.

PID Overview

The Palomino PID is comprised of a total of approximately 39.993 acres. The PID is planned to be developed with 300 single-family lots on approximately 92 net acres with a typical lot dimension of 30' x 110' (3,300 square feet). Utilities are provided by Mustang. Substantial completion of the 300 proposed lots is expected by third quarter of 2026. Improvements will also include a dog park, public park, concrete streets with curbs and gutters, streetlights, and landscaping.

Financial Summary

The estimated cost to design, acquire and construct the improvements plus costs to establish and administer the district is \$10.49 million.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to (approve/deny/table) the ordinance approving the Service and Assessment Plan for authorized

improvements within the Palomino Public Improvement District and levying assessments and providing an effective date.

ORDINANCE NO. 960-26

AN ORDINANCE OF THE CITY OF AUBREY, TEXAS APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR AUTHORIZED IMPROVEMENTS WITHIN THE PALOMINO PUBLIC IMPROVEMENT DISTRICT (THE "DISTRICT"); MAKING A FINDING OF SPECIAL BENEFIT TO CERTAIN PROPERTY IN THE DISTRICT; LEVYING ASSESSMENTS AGAINST CERTAIN PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR PAYMENT OF THE ASSESSMENT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, a petition was submitted and filed with the City Secretary of the City (the "Petition") requesting the establishment of a public improvement district pursuant to Chapter 372, Texas Local Government Code, as amended, (the "PID Act") to be known as the Palomino Public Improvement District (the "District" or "PID"); and

WHEREAS, the Petition contained the signatures of the owners of taxable real property representing more than 50% of the area of all the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Denton Central Appraisal District, and the signature of the property owners who owned taxable real property that constituted more than 50% of the area of all taxable property within the District liable for assessment; and

WHEREAS, the City Council accepted the Petition and called a public hearing for November 20, 2024, on the creation of the District and the advisability of certain public improvements to be constructed within the District; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located pursuant to the PID Act; and

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that property owners had actual knowledge of the public hearing to be held on November 20, 2024; and

WHEREAS, on November 20, 2024, the City Council conducted a public hearing to consider the Petition and approved and adopted Resolution No. 990-24, creating the Palomino Public Improvement District; and,

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council directed the preparation of a Service and Assessment Plan for certain public

improvements in the District (the “Authorized Improvements”), which sets forth the assessments within the District (the “Service and Assessment Plan”) and an assessment roll for the District (the “Assessment Roll”) that states the assessment against each parcel of land within the District (the “Assessments”); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Service and Assessment Plan and the Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the Service and Assessment Plan for the District and the levy of the Assessments on property within the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act, caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at **6:00 p.m.** on the **25th day of June, 2026**, and opened a public hearing at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, on **June 25, 2026**, the City closed the public hearing on the levy of Assessments in the District and the City now wishes to levy assessments on the property within the District for the Authorized Improvements as set forth in the Service and Assessment Plan; and

WHEREAS, the City Council finds and determines that the Service and Assessment Plan and proposed Assessment Roll attached hereto as **Exhibit A** should be approved and that the Assessments should be levied on property within District as provided in this Ordinance and the Service and Assessment Plan and Assessment Roll; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the costs of the Authorized Improvements, the Assessment Roll or the levy of Assessments; and

WHEREAS, the City Council after closing the public hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the District, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the Act.

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

Section 1. Recitals Incorporated. The findings and determinations set forth in the Recitals set forth above are legislative findings of the City Council and are incorporated herein by reference for all purposes.

Section 2. Terms. Terms not otherwise defined herein are defined in the Service and Assessment Plan attached hereto as **Exhibit A.**

Section 3. Findings. The City Council hereby finds, determined and orders, as follows:

- a. The apportionment of the costs of the Authorized Improvements, and the Administrative Expenses pursuant to the Service and Assessment Plan is fair and reasonable, reflects an accurate presentation of the special benefit each property will receive from the Authorized Improvements identified in the Service and Assessment Plan, and is hereby approved;
- b. The Service and Assessment Plan covers a period of at least five (5) years and defines the annual indebtedness and projected costs for the Authorized Improvements;
- c. The Service and Assessment Plan apportions the costs of the Authorized Improvements to be assessed against each Assessed Property in the District and such apportionment is made on the basis of special benefits accruing to each Assessed Property because of the Authorized Improvements.
- d. All of the real property in the District which is being assessed in the amounts shown in the Service and Assessment Plan and Assessment Roll will be benefited by the Authorized Improvements proposed to be provided through the District in the Service and Assessment Plan, and each parcel of real property in the District will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;
- e. The method of apportionment of the costs of the Authorized Improvements and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Authorized Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the costs;
- f. The Service and Assessment Plan should be approved as the service plan and assessment plan for the District, as described in Section 372.013 and 372.014 of the Act;
- g. The Assessment Roll in the form attached to the Service and Assessment Plan should be approved as the assessment roll for the District;

- h. The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the improvements needed and required for the area within the District; and
- i. A written notice of the date, hour, place and subject of this meeting of the City Council was posted on the City website and at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon.

Section 4. Assessment Plan. The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the Act as a service plan and an assessment plan for the Authorized Improvements within the District.

Section 5. Assessment Roll. The Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the Act as the assessment roll for the Authorized Improvements within the District.

Section 6. Levy and Payment of Assessments for Costs of Authorized Improvements.

- a. The City Council hereby levies the Assessments on each Assessed Property located within the District, as shown and described in the Service and Assessment Plan and the Assessment Roll, in the respective amounts shown on the Assessment Roll, as special assessments on the properties within the District as set forth in the Service and Assessment Plan and the Assessment Roll.
- b. The levy of the Assessments shall be effective on the date of execution of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.
- c. The collection of the Assessments shall be as described in the Service and Assessment Plan.
- d. Each Assessment may be pre-paid or paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.
- e. Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.
- f. Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

- g. The Administrative Expenses for Assessed Properties shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 7. Method of Assessment. The method of apportioning the costs of the Authorized Improvements is as set forth in the Service and Assessment Plan.

Section 8. Penalties and Interest on Delinquent Assessments. Delinquent Assessments shall be subject to the penalties, interest, procedures and foreclosure sales set forth in the Service and Assessment Plan. The Assessments shall have lien priority as specified in the Act and the Service and Assessment Plan.

Section 9. Prepayments of Assessments. As provided in Section 372.018(f) of the Act and in the Service and Assessment Plan, the owner of any Assessed Property may prepay the Assessments levied by this Ordinance as set forth in the Service and Assessment Plan.

Section 10. Lien Priority. As provided in the Act, the City Council and owners of the Assessed Property intend for the obligations, covenants and burdens on the owners of Assessed Property, including without limitation such owner's obligations related to payment of the Assessments and the Annual Installments, to constitute a covenant running with the land. The Assessments and the Annual Installments levied hereby shall be binding upon the Assessed Property, and the owners of Assessed Properties, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Act.

Section 11. Administrator and Collector of Assessments.

- a. **Administrator.** The City shall administer the Service and Assessment Plan and the Assessments levied by this Ordinance. The City has appointed a third-party administrator (the "Administrator") to administer the Service and Assessment Plan and the Assessments. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such services shall constitute an Administrative Expense.
- b. **Collector.** The City may collect the assessments or may, by future action, appoint a third-party collector of the Assessments. The City is hereby authorized to enter into an agreement with a third-party for the collection of the Assessments. The City may also contract with any other qualified collection agent selected by the City or may collect the Assessments on its own behalf. The costs of such collection contracts shall constitute an Administrative Expense.

Section 12. Applicability of Tax Code. To the extent not inconsistent with this Ordinance and the Act or other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Assessments by the City.

Section 13. Filing in Real Property Records. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Assessment Rolls, to be recorded in the real property records of Denton County not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The City Secretary is further directed to similarly file each Annual Service Plan Update (as defined in the Service and Assessment Plan) approved by the City Council.

Section 14. Posting on City Website. The City Secretary is directed to post a copy of the Service and Assessment Plan, including a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, on the internet website maintained or used by the City for the purposes of Section 26.18, Texas Tax Code, as amended, not later than the seventh day after the date the City Council adopts the Service and Assessment Plan. The City Secretary is further directed to similarly post each Annual Service Plan Update approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

Section 15. Submission to Appraisal District. The City Secretary is directed to cause a copy of the Assessment Rolls, in the format required by Section 372.017(b) of the PID Act, to be submitted to the Denton Central Appraisal District not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan.

Section 16. 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 17. Effective Date. This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution thereof.

[Remainder of Page left Intentionally Blank]

PASSED AND APPROVED this 25th day of June, 2026.

Chris Rich
Mayor, City of Aubrey

ATTEST:

Jenny Hicks
City Secretary, City of Aubrey

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

[NOTARY STAMP]

EXHIBIT A

SERVICE AND ASSESSMENT PLAN
AND ASSESSMENT ROLL

(PALOMINO PUBLIC IMPROVEMENT DISTRICT)

PALOMINO PUBLIC IMPROVEMENT DISTRICT



SERVICE AND ASSESSMENT PLAN

June 25, 2026

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

PALOMINO

PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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APPENDIX G - ASSESSMENT ROLL

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On November 20, 2024 the City Council of the City of Aubrey, Texas (the “City”) passed and approved Resolution No. 990-24 approving and authorizing the creation of the Palomino Public Improvement District (the “PID”) to finance the costs of certain public improvements for the benefit of property in such public improvement district, which was located within the corporate limits of the City at the time the PID was created.

The property in the PID is proposed to be developed in one individual phase, and the PID will finance public improvements as the property within the PID is developed. Assessments are being imposed on the property within the PID that receives a special benefit from the Authorized Improvements for the public improvements to be constructed.

Chapter 372 of the Texas Local Government Code, the “Public Improvement District Assessment Act” (as amended, the “PID Act”), governs the creation and operation of public improvement districts within the State of Texas. This Palomino Public Improvement District Service and Assessment Plan (the “Service and Assessment Plan”) has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan “must (1) cover a period of at least five years; (2) define the annual indebtedness and the projected costs for improvements; and (3) include a copy of the notice form required by Section 5.014, Property Code.” Additionally, Section 372.013 of the PID Act requires that “the governing body of the municipality or county shall review and update the service plan annually for the purpose of determining the annual budget for improvements.” The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

Section 372.014 of the PID Act requires that “an assessment plan must be included in the annual service plan.” The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that “the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district.” The method of assessing the costs of the Authorized Improvements and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that “after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter”. The Assessment Roll for the PID is included as Appendix G of this Service and Assessment Plan. The Assessments as shown on each Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them as follows:

“Actual Cost(s)” means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a payment request in a form that has been reviewed and approved by the City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, City permit fees, development fees), insurance premiums, and miscellaneous expenses.

Actual Costs include general contractor’s fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a payment request in a form that has been reviewed and approved by the City. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

“Additional Interest” means the 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act. If and when Bonds are issued, the Additional Interest shall be charged as described in Section V.G of this Service and Assessment Plan.

“Additional Interest Component” means the amount collected by application of the Additional Interest.

“Administrative Expenses” mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v)

paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

“Administrator” means the employee or designee of the City, identified in any indenture of trust relating to the Bonds or in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

“Annual Installment” means, with respect to each Parcel, each annual payment of: (i) the Assessments including both principal and interest, as shown on the Assessment Roll attached hereto as Appendix G, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Administrative Expenses, and (iii) if and when Bonds are issued, Additional Interest as described in Section V.G of this Service and Assessment Plan.

“Annual Service Plan Update” has the meaning set forth in Section IV.A of this Service and Assessment Plan.

“Assessed Property” means the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in each Assessment Roll, as each Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes all Parcels within the PID other than Non-Benefited Property. Assessed Property is shown on the map attached as Appendix A.

“Assessment” means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

“Assessment Ordinance” means an Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments against the relevant Assessed Property.

“Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments.

“Assessment Roll” means the Assessment Roll for the property or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

“Authorized Improvements” mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

“Bonds” mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

“Budgeted Cost(s)” means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

“Certification for Payment” means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

“County” means Denton County, Texas.

“Delinquency and Prepayment Reserve” has the meaning set forth in Section V.G of this Service and Assessment Plan.

“Delinquent Collection Costs” mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney’s fees.

“Developer” means Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, its successors and assigns.

“Development Agreement” means that certain “First Amended and Restated Development Agreement” by and between the Developer and the City, related to the property within the PID, and effective as of October 9, 2024, and recorded as Document Number 110919 in the Real Property Records of Denton County, and as the same has been or may be amended or assigned from time to time.

“Homeowner Association” means a homeowner’s association or property owners’ association established for the benefit of property owners within the boundaries of the PID.

“Homeowner Association Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a Homeowner’s Association.

“Lot” means a tract of land described as a “lot” in a subdivision plat recorded in the official public records of Denton County, Texas.

“Lot Type” means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council as shown in Appendix F. In the case of single-family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated average home value for each home at the time of assessment levy, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

“Maximum Assessment Per Unit” means the maximum Assessment per unit of \$18,179.72.

“Non-Benefited Property” means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.F of this Service and Assessment Plan.

“Reimbursement Agreement” means that certain Agreement for the Construction and Funding of Authorized Improvements and Reimbursement of Advances, dated as of June 25, 2026, by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of the Authorized Improvements and the City agrees to reimburse the Developer with interest permitted by the PID Act solely from Assessment Revenues and/ or the net proceeds of Bonds for a portion of such Actual Costs of the Authorized Improvements funded by the Developer for Authorized Improvements constructed and accepted by the City for the benefit of the Assessed Property.

“Parcel” or “Parcels” means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Denton Central 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 the County.

“PID” has the meaning set forth in Section I.A of this Service and Assessment Plan.

“PID Act” means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

“PID Assessment Notice” means the homebuyer disclosure required under section 372.013 of the PID Act and is further described in Section IV.C and Appendix E of this Service and Assessment Plan.

“Prepayment Costs” mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

“Public Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

“Service and Assessment Plan” means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

“City” means the City of Aubrey, Texas.

“City Council” means the duly elected governing body of the City.

“County” means Denton County, Texas.

“Trustee” means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

“Trust Indenture” means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the corporate limits of the City and contains approximately 39.993 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 300 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The property within the PID is proposed to be developed as shown in Table II-A.

Table II-A
Proposed Development – PID

Proposed Development	Quantity	Measurement
30 Ft Lot	300	Units
Total	300	

(remainder of this page is intentionally left blank)

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

- (i) landscaping;
- (ii) erection of fountains, distinctive lighting, and signs;
- (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
- (iv) construction or improvement of pedestrian malls;
- (v) acquisition and installation of pieces of art;
- (vi) acquisition, construction, or improvement of libraries;
- (vii) acquisition, construction, or improvement of off-street parking facilities;
- (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;
- (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
- (x) the establishment or improvement of parks;
- (xi) projects similar to those listed in Subdivisions (i)-(x);
- (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;
- (xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
- (xv) the development, rehabilitation, or expansion of affordable housing.

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B. below and shown in the opinion of probable costs and on the diagrams included as Appendix B for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan. Tables included in this Section may be rounded to the nearest whole dollar.

B. DESCRIPTIONS AND BUDGETED COSTS OF AUTHORIZED IMPROVEMENTS

The Authorized Improvements benefit the entire PID. The costs of the Authorized Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Lots. The Authorized Improvement costs are shown in Table III-A.

The Authorized Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Authorized Improvements are shown in Table III-A. The costs shown in Table III-A are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Authorized Improvements follows:

Roadway Improvements

The roadway improvements portion of the Authorized Improvements consist of subgrade stabilization, concrete and reinforcing steel for roadways; trails, sidewalks, asphalt for turn lane, testing, handicapped ramps, streetlights, striping, and signage. All related earthwork, excavation, erosion control, intersections, signage, lighting, and re-vegetation of all disturbed areas within the right-of-way are included. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvement portion of the Authorized Improvements consists of construction and installation of waterline mains, valves, and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be designed and constructed in accordance with Mustang Special Utility District (“MSUD”) standards and specifications and will be owned and operated by the MSUD.

Sanitary Sewer Improvements

The sanitary sewer portion of the Authorized Improvements consists of construction and installation of pipes, force main, service lines, manholes, lift station, lift station screening, encasements, and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with MSUD standards and specifications and will be owned and operated by MSUD.

Storm Drainage Improvements

The storm drainage improvement portion of the Authorized Improvements consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, junction boxes, inlets, headwalls, riprap, appurtenances, and regional detention necessary to provide adequate drainage

to the Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Landscaping costs

The landscaping costs portion of the Authorized Improvements consists of planting trees, sod, and grasses, as well as irrigation improvements and backflow prevention. The landscaping improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Soft and miscellaneous costs

The soft and miscellaneous costs portion of the Authorized Improvements consists of engineering and surveying, project management fees, contingency, PID set up costs, and other soft and miscellaneous costs.

Table III-A
Budgeted Costs – PID

Authorized Improvements	PID Improvements
Road Improvements	\$2,288,155
Water Improvements	\$1,105,853
Sanitary Sewer Improvements	\$2,346,223
Storm Drainage Improvements	\$1,294,407
Landscaping Improvements	\$935,000
Soft and Miscellaneous Costs	1,478,000
Total	\$9,447,638

Note: The Budgeted Costs provided and certified by Kimley Horn. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Authorized Improvement Amount does not change.

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IV. SERVICE PLAN

A. PROJECTED SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. It is anticipated that the Authorized Improvements will be completed and accepted by the City and MSUD in the third quarter of 2026.

The Budgeted Costs for the Authorized Improvements and the expenses incurred in the establishment, administration, and operation of the PID is \$10,485,268 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an “Annual Service Plan Update.”

Table IV-A shows the projected sources and uses for the Authorized Improvements allocable to the Assessed property. Tables included in this Section may be rounded to the nearest whole dollar.

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Table IV-A
Sources and Uses - PID

Sources of Funds	PID
Assessment Amount	\$5,639,000
Other funding sources ¹	\$4,846,268
Total Sources	\$10,485,268
Uses of Funds	
<i>Authorized Improvements</i>	
Roadway Improvements	\$2,288,155
Water Improvements	\$1,105,853
Sanitary Sewer Improvements	\$2,346,223
Storm Drainage Improvements	\$1,294,407
Landscaping Improvements	\$935,000
Soft and Miscellaneous Costs	\$1,478,000
<i>Subtotal Authorized Improvements</i>	<i>\$9,447,638</i>
<i>Estimated Bond Issuance Costs</i>	
Issuance Costs ²	\$382,340
Administrative Expenses	\$60,000
Underwriter's Discount	\$169,170
Capitalized Interest	\$0
Reserve Fund	\$426,120
<i>Subtotal Estimated Bond Issuance Costs</i>	<i>\$1,037,630</i>
Total Uses	\$10,485,268

¹Developer will fund or cause to be funded all costs not covered by the Bonds.

²Includes MuniCap's consulting fee.

Bonds may be issued in the future; and, to the extent provided by law, the proceeds from the Bonds will be used to reimburse certain Actual Costs paid by the Developer pursuant to the Reimbursement Agreement and/or to pay any unpaid Actual Costs of the Authorized Improvements required to be paid under the Reimbursement Agreement as it relates to the PID. In the event the financing capacity of the PID is reduced by appraisals, bond underwriting standards, interest rates, etc. the Assessments will be reduced to match the actual amount financed by Bonds to be issued for the PID.

B. PROJECTED FIVE-YEAR SERVICE PLAN

The annual projected costs and annual projected indebtedness for the PID is shown in Table IV-B. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-B
Annual Projected Costs and Annual Projected Indebtedness – PID

Year	Annual Projected Cost	Annual Projected Indebtedness	Sources other than PID Bonds	Projected Annual Installments
2025	\$3,564,991	\$0	\$3,564,991	\$0
2026	\$6,920,277	\$5,639,000	\$1,281,277	\$0
2027	\$0	\$0	\$0	\$494,535
2028	\$0	\$0	\$0	\$495,315
2029	\$0	\$0	\$0	\$494,859
2030	\$0	\$0	\$0	\$495,232
2031	\$0	\$0	\$0	\$495,371
Total	\$10,485,268	\$5,639,000	\$4,846,268	\$2,475,312

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Authorized Improvements shown in Table III-B and the costs associated with setting up the PID. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

C. PID ASSESSMENT NOTICE

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan update include a copy of the notice form required by Section 5.014 of the Texas Property Code. The PID Assessment Notice is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed Authorized Improvement program anticipates a Reimbursement Agreement potentially followed by a bond financing that is intended to finance the public infrastructure required for the development.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Authorized Improvements shall be allocated as described below:

1. The costs of the Authorized Improvements shall be allocated on a per unit basis, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

Parcels will only be assessed for the special benefits conferred upon the Parcel at this time because of the Authorized Improvements, as applicable.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Authorized Improvements, as applicable, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments being levied on the Assessed Property, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Authorized Improvements, as applicable, to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized

Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as “the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.” (*Dictionary of Real Estate Appraisal, Third Edition.*) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The special assessments will repay financing that is on advantageous terms, as the Bonds issued, if any, to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax-exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer’s option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the

PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;
2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;
3. The Authorized Improvements are for the highest and best use of the property;
4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);
5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,
6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. ASSESSMENT METHODOLOGY

For the purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Authorized Improvements to be funded by the Developer and reimbursed pursuant to the Reimbursement Agreement shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of Lots anticipated to be developed on each Parcel.

Based on the estimates of the costs of the Authorized Improvements, as set forth in Table III-B, the City Council has determined that the benefit of the Authorized Improvements to the Assessed Property is at least equal to the Assessments levied on the Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated number of Lots of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on a per Lot basis at the time residential Lots are platted, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within the PID is shown on the Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

D. ASSESSMENTS

The Assessments for the PID are being levied on each Parcel or Lot according to the Assessment Roll, attached hereto as Appendix G. The Annual Installments for the PID will be collected on the dates and in the amounts shown on the Assessment Roll, subject to revisions made during an Annual Service Plan Update. Non-Benefited Property will not be subject to any Assessments.

See Appendix F for Assessment per unit, leverage, and estimated tax rate equivalent calculation details.

E. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

F. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds, **if and when Bonds are issued**, by no more than one half of one percent (0.50%). If applicable, the interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs (the “Delinquency and Prepayment Reserve”). If applicable, the Delinquency and Prepayment Reserve shall be funded as set forth in the Trust Indenture. Once the Additional Interest Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE PID

The Assessment and Annual Installments for each Assessed Property located within the PID are shown on the Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from Assessed Property in an amount sufficient to pay (i) principal and interest as set forth in the Reimbursement Agreement, and (ii) to pay Administrative Expenses related to the PID. If and when Bonds are issued, the Annual Installments shall include Additional Interest as described in Section V.G. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest, or other funds applicable to the Parcel.

B. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated 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 number of units to be built on each new subdivided Parcel
- D = the sum of the estimated number of units to be built on all of the new subdivided Parcels

The calculation of the estimated number of Lots 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.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

C. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.
2. If at any time the Assessment per Unit on a Parcel exceeds the applicable Maximum Assessment Per Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per Unit for the Parcel exceeds the applicable Maximum Assessment Per Unit calculated in this Service and Assessment Plan.
3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

D. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds and/or reimbursement agreement have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs or Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/or related reimbursement agreements, resulting in excess proceeds being available to redeem Bonds and/or reduce obligations under a reimbursement agreement, and such excess proceeds are applied to redeem Bonds and/or the obligations under a reimbursement agreement are reduced as provided in the Trust Indenture or the terms of the reimbursement agreement, then the Assessment securing such series of Bonds and/or related reimbursement agreement for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs (plus interest, Administrative Expenses, and Additional Interest, if applicable). The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds and/or amounts due under a related reimbursement agreement. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if

it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bonds proceeds being available to redeem Bonds and/or a need to reduce the obligations under a reimbursement agreement, and such excess proceeds are applied to redeem Bonds and/or reduce obligations under a reimbursement agreement, as the case may be, as provided in the Trust Indenture or the terms of the reimbursement agreement, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds and/ or repay obligations under a reimbursement agreement, including interest on the Bonds (including Additional Interest) and/ or interest due under a reimbursement agreement and Administrative Expenses. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds and/ or repay the obligations under a reimbursement agreement, including interest thereon, Additional Interest, if applicable, and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds and/or obligations under a reimbursement agreement is equal to the outstanding principal amount of the Bonds and/or reimbursement agreement.

E. PAYMENT OF ASSESSMENTS

1. Payment in Part or Full

- (a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs.
- (b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.
- (c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.
- (d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in any amount. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, Additional Interest, Administrative Expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include principal, interest, Administrative Expenses, and Additional Interest **if and when** Bonds are issued. Payment of the first Annual Installments shall be due January 31, 2027.

The interest on the unpaid portion of each Assessment shall be paid: (i) at the rate of the actual interest on Bonds secured by such Assessment, plus Additional Interest if such Bonds are issued by the City, or (ii) if Bonds are not issued, at a rate (i) not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessment and continuing for a period of five years from such date, and (ii) not to exceed two hundred basis points above such bond index rate for the period beginning with the sixth year and shall continue until the Assessment is paid in full. The Assessment Roll sets forth for each year the Annual Installment for each Parcel based on a interest rate of 6.00% for years 1 through 30. Unless and until the City issues Bonds secured by Assessments levied against the Assessed Property, the interest on the Reimbursement Agreement shall be paid based on an estimated interest rate of 6.00% per annum for years 1 through 30 in accordance with the Reimbursement Agreement. Upon the issuance of Bonds for the Authorized Improvements, the Reimbursement Agreement shall bear interest at the rate of the Bonds, plus additional interest under Section 372.018 of the PID Act, which rate may exceed the current rates set forth in the Assessment Roll. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments was 5.18%. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll. The Assessment Roll, shown in Appendix G, will be updated with the actual interest rates in the Reimbursement Agreement.

Reduction of Assessments

The Annual Installments shall be reduced to equal the actual costs of repaying the Reimbursement Agreement, the Bonds, if any, and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs that the City determines to utilize, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds, if any, and/or issue additional Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

F. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available and directed by the City to be used for such purpose, including any existing deposits for a prepayment reserve and for Parcels located within the PID. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. Collection of the initial Annual Installments relating to the Authorized Improvements that benefit the Assessed Property will be due when billed and will be delinquent if not paid prior to February 1, 2027.

Any sale of Assessed Property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

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VII. THE ASSESSMENT ROLL

A. ASSESSMENT ROLL

The City Council has evaluated each Parcel in the PID (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the PID.

The Assessed Property is being assessed for the special benefits conferred upon the property resulting from the Authorized Improvements. Table VII-A summarizes the \$10,485,268 in special benefit received by the Authorized Improvements. The Assessment amount of the Reimbursement Agreement is \$5,639,000, which is less than the benefit received by the Assessed Property. Accordingly, the total Assessment to be applied to all the Assessed Property is \$5,639,000, plus interest and annual Administrative Expenses. The Assessment for each Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Assessment Roll is attached hereto as Appendix G.

**Table VII-A
Special Benefit Summary**

Special Benefit	Total Cost
Total Authorized Improvements ¹	\$9,447,638
Assessment Levy Related Costs	
Estimated Bond Issuance Costs	\$382,340
Administrative Expenses	\$60,000
Underwriter's Discount	\$169,170
Capitalized Interest	\$0
Reserve Fund	\$426,120
Subtotal Estimated Bond Issuance Costs	\$1,037,630
Total Special Benefit	\$10,485,268
Special Benefit:	
Total Special Benefit	\$10,485,268
Projected Special Assessment	\$5,639,000
Excess Benefit	\$4,846,268

¹See Table III-B for details.

B. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (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.F of this Service and Assessment Plan.

Once Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third-party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the applicable Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to an Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable “Notice of the PID Assessment Termination”.

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels: (i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, collection costs, and other charges imposed by the Service and Assessment Plan.

D. COUNTY FILING

Within seven days of its approval by the City council, the City shall (i) file and record this Service and Assessment Plan in the real property records of the County and (ii) post a copy of this Service and Assessment Plan on the City's internet website. In addition, the City shall similarly file each Annual Service Plan Update approved by the City Council, with each such filing to occur within seven days of the date each respective Annual Service Plan Update is approved. All such documents shall be filed and recorded in the entirety.

E. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

F. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an assessed Parcel or 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 Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

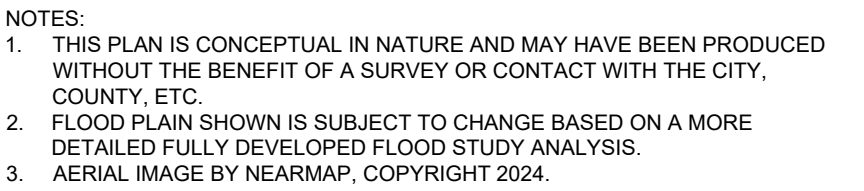
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APPENDIX A
PID MAP



Single-Family Residential	35.5	75.3%
Commercial	4.2	8.8%
Open Space	3.1	6.6%
City Dedication	2.1	4.4%
Lift Station	0.1	0.3%
Retention	2.2	4.7%
Total	47.2	100.0%

30'x110'	300	100.0%
Total	300	100%



Lloyd Property
Aubrey, Texas
Kimley»Horn

June 2024

APPENDIX B
BUDGETED COSTS OF AUTHORIZED IMPROVEMENTS

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY
PALOMINO - AUBREY, DENTON COUNTY, TEXAS
OVERALL COST SUMMARY, NOTES, ASSUMPTIONS, QUALIFICATIONS, ETC.
APRIL 23, 2026



PROJECT NAME:	Palomino	LOT COUNT	300	DIRECT IMPROVEMENTS	COMMON IMPROVEMENTS (SILVERADO PARKWAY)	PRIVATE IMPROVEMENTS (NON-REIMBURSEABLE)
LOCATION:	Aubrey, Denton County, Texas	GROSS AC.	46.974			
JOB NUMBER:	063451312					

A. CLEARING & EXCAVATION								
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CLEARING / GRUBBING	AC	\$ 3,300.00	8.21	\$ 27,093.00	1.07	\$ 3,531.00	39.7	\$ 131,076.00
ONSITE CUT - DIRT ONLY	CY	\$ 2.55	47.082	\$ 120,058.68	6.136	\$ 15,647.11	227.782	\$ 580,844.20
OVER EXCAVATE & PROCESS UNCONTROLLED FILL	CY	\$ 2.55	64.842	\$ 165,347.72	8.451	\$ 21,549.58	313.707	\$ 799,952.69
DEMO EXISTING HOUSE/STRUCTURES	LS	\$ 66,000.00	1	\$ 66,000.00	0	\$ -	0	\$ -
INSTALL 6 MIL POLY ON PADS	EA	\$ 350.00	0	\$ -	0	\$ -	242	\$ 84,700.00
PROCESS UTILITY SPOILS	CY	\$ 3.85	4.000	\$ 15,400.00	0	\$ -	0	\$ -
ROUGH LOT GRADING	LOT	\$ 200.00	0	\$ -	0	\$ -	300	\$ 60,000.00
FINAL LOT GRADING	LOT	\$ 200.00	0	\$ -	0	\$ -	300	\$ 60,000.00
TOTAL CLEARING & EXCAVATION				\$ 393,899.41		\$ 40,727.69		\$ 1,716,572.90

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PALOMINO - AUBREY, DENTON COUNTY, TEXAS
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APRIL 23, 2026



PROJECT NAME:	Palomino	LOT COUNT	300	DIRECT IMPROVEMENTS	COMMON IMPROVEMENTS (SILVERADO PARKWAY)	PRIVATE IMPROVEMENTS (NON-REIMBURSEABLE)
LOCATION:	Aubrey, Denton County, Texas	GROSS AC.	46.974			
JOB NUMBER:	063451312					

B. WATER								
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" P.V.C. WATERLINE (INCLUDING FITTINGS)	LF	\$ 47.70	5,059	\$ 241,314.30	0	\$ -	0	\$ -
12" P.V.C. WATERLINE (INCLUDING FITTINGS)	LF	\$ 75.59	3,261	\$ 246,498.99	0	\$ -	0	\$ -
24" STEEL CASING BY BORE (FM2931)	LF	\$ 573.26	152	\$ 87,135.52	0	\$ -	0	\$ -
15" SDR-26 CASING PIPE	LF	\$ 127.05	220	\$ 27,951.00	0	\$ -	0	\$ -
24" SDR-26 CASING PIPE	LF	\$ 305.89	20	\$ 6,117.80	0	\$ -	0	\$ -
8" PLUG	EA	\$ 271.83	4	\$ 1,087.32	0	\$ -	0	\$ -
12" PLUG	EA	\$ 430.95	1	\$ 430.95	0	\$ -	0	\$ -
8" GATE VALVE & BOX	EA	\$ 2,238.06	28	\$ 62,665.68	0	\$ -	0	\$ -
12" GATE VALVE & BOX	EA	\$ 4,116.52	11	\$ 45,281.72	0	\$ -	0	\$ -
FIRE HYDRANT ASSEMBLY (INCLUDING TEES, FITTINGS, & VALVES)	EA	\$ 6,626.02	17	\$ 112,642.34	0	\$ -	0	\$ -
1" SINGLE WATER SERVICE	EA	\$ 907.88	28	\$ 25,420.64	0	\$ -	0	\$ -
1" BULLHEAD WATER SERVICE	EA	\$ 1,358.49	136	\$ 184,754.64	0	\$ -	0	\$ -
12"x8" REDUCER	EA	\$ 976.58	1	\$ 976.58	0	\$ -	0	\$ -
12"x18" TAPPING SLEEVE AND VALVE	EA	\$ 12,469.91	1	\$ 12,469.91	0	\$ -	0	\$ -
AUTOMATIC FLUSH VALVE	EA	\$ 8,341.20	1	\$ 8,341.20	0	\$ -	0	\$ -
TEMPORARY FLUSH VALVE	EA	\$ 4,200.00	1	\$ 4,200.00	0	\$ -	0	\$ -
AIR RELEASE VALVE	EA	\$ 12,190.00	1	\$ 12,190.00	0	\$ -	0	\$ -
4" IRRIGATION SLEEVE	EA	\$ 417.35	3	\$ 1,252.05	0	\$ -	0	\$ -
3/4" IRRIGATION METER	EA	\$ 922.54	3	\$ 2,767.62	0	\$ -	0	\$ -
1" IRRIGATION METER	EA	\$ 939.49	2	\$ 1,878.98	0	\$ -	0	\$ -
1.5" IRRIGATION METER	EA	\$ 2,167.70	2	\$ 4,335.40	0	\$ -	0	\$ -
TRENCH SAFETY	LF	\$ 0.33	8,320	\$ 2,745.60	0	\$ -	0	\$ -
PRESSURE TEST + CHLORINATION	LF	\$ 1.61	8,320	\$ 13,395.20	0	\$ -	0	\$ -
TOTAL WATER				\$ 1,105,853.44	\$ -	\$ -	\$ -	\$ -

C. SANITARY SEWER								
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" SDR-26 P.V.C. SEWER LINE	LF	\$ 54.30	8,178	\$ 444,065.40	0	\$ -	0	\$ -
4" P.V.C. FORCE MAIN PIPE	LF	\$ 47.12	1,500	\$ 70,680.00	0	\$ -	0	\$ -
8" SDR-26 P.V.C. SEWER LINE (FOR FORCE MAIN)	LF	\$ 91.71	80	\$ 7,336.80	0	\$ -	0	\$ -
16" STEEL ENCASEMENT BY BORE	LF	\$ 547.40	134	\$ 73,351.60	0	\$ -	0	\$ -
CEMENT-STABILIZED SAND ENCASEMENT (PER MSUD DETAIL)	LF	\$ 68.08	320	\$ 21,785.60	0	\$ -	0	\$ -
4' DIAMETER MANHOLE (8' DEPTH)	EA	\$ 8,887.56	22	\$ 195,526.32	0	\$ -	0	\$ -
4' DIAMETER MANHOLE WITH SEALED RING & COVER (8' DEPTH)	EA	\$ 8,815.75	3	\$ 26,447.25	0	\$ -	0	\$ -
4' MANHOLE EXTRA DEPTH (>8' DEEP)	VF	\$ 522.34	45	\$ 23,505.30	0	\$ -	0	\$ -
5' DIAMETER MANHOLE (8' DEPTH)	EA	\$ 12,826.71	5	\$ 64,133.55	0	\$ -	0	\$ -
5' DIAMETER MANHOLE WITH SEALED RING & COVER (8' DEPTH)	EA	\$ 13,109.10	1	\$ 13,109.10	0	\$ -	0	\$ -
5' DIAMETER MANHOLE WITH SEALED RING & COVER (8' DEPTH)	EA	\$ 14,156.50	1	\$ 14,156.50	0	\$ -	0	\$ -
5' MANHOLE EXTRA DEPTH (>8' DEEP)	VF	\$ 692.44	34	\$ 23,542.96	0	\$ -	0	\$ -
8" PLUG	EA	\$ 40.89	3	\$ 122.67	0	\$ -	0	\$ -
4" SERVICE	EA	\$ 1,134.30	300	\$ 340,290.00	0	\$ -	0	\$ -
TRENCH SAFETY	LF	\$ 0.77	9,678	\$ 7,452.06	0	\$ -	0	\$ -
TESTING (EXCLUDING GEOTECH)	LF	\$ 2.27	9,678	\$ 21,969.06	0	\$ -	0	\$ -
TOTAL SANITARY SEWER				\$ 1,347,474.17	\$ -	\$ -	\$ -	\$ -

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PALOMINO - AUBREY, DENTON COUNTY, TEXAS
OVERALL COST SUMMARY, NOTES, ASSUMPTIONS, QUALIFICATIONS, ETC.
APRIL 23, 2026



PROJECT NAME:	Palomino	LOT COUNT	300	DIRECT IMPROVEMENTS	COMMON IMPROVEMENTS (SILVERADO PARKWAY)	PRIVATE IMPROVEMENTS (NON-REIMBURSEABLE)
LOCATION:	Aubrey, Denton County, Texas	GROSS AC.	46.974			
JOB NUMBER:	063451312					

D. LIFT STATION								
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
22' DEEP X 6' DIAMETER PRE-CAST CONCRETE WETWELL	LS	\$ 118,000.00	1	\$ 118,000.00	0	\$ -	0	\$ -
7' X 8' PRE-CAST CONCRETE VALVE VAULT	LS	\$ 128,000.00	1	\$ 128,000.00	0	\$ -	0	\$ -
NON-CLOG WASTEWATER PUMP & MOTOR	EA	\$ 28,500.00	2	\$ 57,000.00	0	\$ -	0	\$ -
YARD PIPING	LF	\$ 513.04	54	\$ 27,704.16	0	\$ -	0	\$ -
ELECTRICAL CONTROLS AND INSTRUMENTATION	LS	\$ 459,500.00	1	\$ 459,500.00	0	\$ -	0	\$ -
LINE WATER LINE (HOSE BIB)	LF	\$ 50.29	74	\$ 3,721.46	0	\$ -	0	\$ -
8' WOOD FENCE AND GATE PER DETAIL	LF	\$ 132.94	248	\$ 32,969.12		\$ -		\$ -
MISCELLANEOUS SITE WORK ITEMS	LS	\$ 101,250.00	1	\$ 101,250.00	0	\$ -	0	\$ -
ADDITIONAL COST FROM GLOBAL PUMP SOLUTIONS (TARIFF)	LS	\$ 1,737.68	1	\$ 1,737.68	0	\$ -	0	\$ -
ADDITIONAL COST FOR ARMOROCK WET WELL IN LIEU OF STD W/ EPOXY LINER	LS	\$ 40,250.00	1	\$ 40,250.00	0	\$ -	0	\$ -
ADDITIONAL COST FOR WATER SERVICE W/ RPZ	LS	\$ 21,010.00	1	\$ 21,010.00	0	\$ -	0	\$ -
VENT-O-MAX GRX ARV'S IN LIEU OF ARI D-020 (LS-03 NOTE #8)	LS	\$ 6,556.00	1	\$ 6,556.00	0	\$ -	0	\$ -
ADDITIONAL COST FOR EQUIPMENT SLAB REBAR (#5'S @ 12" OCEW)	LS	\$ 525.00	1	\$ 525.00	0	\$ -	0	\$ -
ADDITIONAL COST FOR GRADE BEAM CORNER REBAR UPSIZE (#7 BARS)	LS	\$ 525.00	1	\$ 525.00	0	\$ -	0	\$ -
TOTAL LIFT STATION				\$ 998,748.42		\$ -		\$ -

E. STORM SEWER								
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
18" R.C.P.	LF	\$ 64.05	2,640	\$ 169,092.00	372	\$ 23,826.60	0	\$ -
18" TEMPORARY R.C.P.	LF	\$ 64.05	82	\$ 5,252.10	0	\$ -	0	\$ -
21" R.C.P.	LF	\$ 70.24	495	\$ 34,768.80	362	\$ 25,426.88	0	\$ -
24" R.C.P.	LF	\$ 81.06	278	\$ 22,534.68	0	\$ -	0	\$ -
24" R.C.P. (FM 2931)	LF	\$ 100.61	341	\$ 34,308.01	0	\$ -	0	\$ -
27" R.C.P.	LF	\$ 107.97	620	\$ 66,941.40	237	\$ 25,588.89	0	\$ -
30" R.C.P.	LF	\$ 107.50	817	\$ 87,827.50	0	\$ -	0	\$ -
36" R.C.P.	LF	\$ 139.81	770	\$ 107,653.70	0	\$ -	0	\$ -
42" R.C.P.	LF	\$ 185.54	1,190	\$ 220,792.60	0	\$ -	0	\$ -
GASKETED 4'X4' R.C.B.	LF	\$ 381.60	57	\$ 21,751.20	0	\$ -	0	\$ -
STD 4' CURB INLET	EA	\$ 5,525.00	13	\$ 71,825.00	0	\$ -	0	\$ -
NON-STD 4' CURB INLET	EA	\$ 5,525.00	3	\$ 16,575.00	0	\$ -	0	\$ -
STD 6' CURB INLET	EA	\$ 5,746.00	24	\$ 137,904.00	0	\$ -	0	\$ -
STD 8' CURB INLET	EA	\$ 6,050.00	2	\$ 12,100.00	0	\$ -	0	\$ -
STD 10' CURB INLET	EA	\$ 6,630.00	3	\$ 19,890.00	3	\$ 19,890.00	0	\$ -
NON-STD 10' CURB INLET	EA	\$ 7,200.00	1	\$ 7,200.00	0	\$ -	0	\$ -
4' X 4' STD DROP INLET	EA	\$ 6,630.00	2	\$ 13,260.00	0	\$ -	0	\$ -
4' X 4' STD DROP INLET (FM 2931)	EA	\$ 6,630.00	1	\$ 6,630.00	0	\$ -	0	\$ -
TYPE A STORM MANHOLE	EA	\$ 5,083.00	4	\$ 20,332.00	2	\$ 10,166.00	0	\$ -
TYPE B STORM MANHOLE	EA	\$ 6,270.88	8	\$ 50,167.04	0	\$ -	0	\$ -
TEMPORARY 18" RCP SLOPED END HEADWALL	EA	\$ 2,100.00	2	\$ 4,200.00	0	\$ -	0	\$ -
24" R.C.P. SLOPED END HEADWALL (FM 2931)	EA	\$ 2,431.00	4	\$ 9,724.00	0	\$ -	0	\$ -
27" R.C.P. SLOPED END HEADWALL (LINE SD-K)	EA	\$ 2,652.00	0	\$ -	1	\$ 2,652.00	0	\$ -
30" R.C.P. SLOPED END HEADWALL (LINE SD-L)	EA	\$ 2,873.00	2	\$ 5,746.00	0	\$ -	0	\$ -
42" R.C.P. SLOPED END HEADWALL (LINE SD-D)	EA	\$ 3,867.50	1	\$ 3,867.50	0	\$ -	0	\$ -
4' X 4' R.C.B. TxDOT SW-0 HEADWALL (LINE SD-B)	EA	\$ 12,707.50	1	\$ 12,707.50	0	\$ -	0	\$ -
REMOVE EXISTING 24" R.C.P. SLOPED END HEADWALL (FM 2931)	EA	\$ 731.21	1	\$ 731.21	0	\$ -	0	\$ -
12" THICK GROUTED RIPRAP	SY	\$ 154.70	104	\$ 16,088.80	0	\$ -	0	\$ -
TRENCH SAFETY	LF	\$ 0.41	7,290	\$ 2,988.90	971	\$ 398.11	\$ -	\$ -
TV TESTING (X2)	LF	\$ 3.32	7,290	\$ 24,202.80	971	\$ 3,223.72	\$ -	\$ -
TOTAL STORM SEWER				\$ 1,207,061.74		\$ 87,345.60		\$ -

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PALOMINO - AUBREY, DENTON COUNTY, TEXAS
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APRIL 23, 2026



PROJECT NAME:	Palomino	LOT COUNT	300	DIRECT IMPROVEMENTS	COMMON IMPROVEMENTS (SILVERADO PARKWAY)	PRIVATE IMPROVEMENTS (NON-REIMBURSEABLE)
LOCATION:	Aubrey, Denton County, Texas	GROSS AC.	46.974			
JOB NUMBER:	063451312					

F1. ON SITE PAVEMENT								
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
6" REINF. CONCRETE STREET PAVEMENT 31' B-B	SY	\$ 48.85	28,832	\$ 1,408,443.20	0	\$ -	0	\$ -
6" LIME SUBGRADE PREPARATION	SY	\$ 4.00	30,692	\$ 122,768.00	0	\$ -	0	\$ -
HYDRATED LIME FOR RESIDENTIAL STREET (36#/SY)	TON	\$ 300.00	552	\$ 165,600.00	0	\$ -	0	\$ -
5' CONCRETE SIDEWALK	LF	\$ 35.00	2,570	\$ 89,950.00	0	\$ -	0	\$ -
6' CONCRETE SIDEWALK	LF	\$ 42.00	1,527	\$ 64,134.00	0	\$ -	0	\$ -
BARRIER FREE PEDESTRIAN RAMP	EA	\$ 2,500.00	26	\$ 65,000.00	0	\$ -	0	\$ -
STREET NAME SIGN	EA	\$ 500.00	3	\$ 1,500.00	0	\$ -	0	\$ -
STOP SIGN WITH STREET NAMES	EA	\$ 2,000.00	13	\$ 26,000.00	0	\$ -	0	\$ -
4" PARKING STRIPE	LF	\$ 4.35	612	\$ 2,662.20	0	\$ -	0	\$ -
CROSSWALK STRIPING	LF	\$ 50.55	25	\$ 1,263.75	0	\$ -	0	\$ -
PEDESTRIAN CROSSING SIGN	EA	\$ 2,280.00	4	\$ 9,120.00	0	\$ -	0	\$ -
TYPE III BARRICADE	EA	\$ 500.00	8	\$ 4,000.00	0	\$ -	0	\$ -
TOTAL ON SITE PAVEMENT				\$ 1,960,441.15		\$ -		\$ -

F2. SILVERADO PARKWAY								
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" REINF. CONCRETE STREET PAVEMENT	SY	\$ 56.45	0	\$ -	2,538	\$ 143,270.10	0	\$ -
6" LIME SUBGRADE PREPARATION	SY	\$ 3.35	0	\$ -	241	\$ 807.35	0	\$ -
HYDRATED LIME FOR RESIDENTIAL STREET (36#/SY)	TON	\$ 310.00	0	\$ -	49	\$ 15,190.00	0	\$ -
5' CONCRETE SIDEWALK	LF	\$ 29.55	0	\$ -	840	\$ 24,822.00	0	\$ -
BARRIER FREE PEDESTRIAN RAMP	EA	\$ 2,235.00	0	\$ -	2	\$ 4,470.00	0	\$ -
PAVEMENT HEADER	LF	\$ 70.00	0	\$ -	50	\$ 3,500.00	0	\$ -
TOTAL SILVERADO PARKWAY				\$ -	\$ 192,059.45			\$ -

F3. FM 2931								
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
SAWCUT EXISTING ASPHALT ROAD	LF	\$ 10.00	930	\$ 9,300.00	0	\$ -	0	\$ -
UNCLASSIFIED EXCAVATION	CY	\$ 20.20	690	\$ 13,938.00	0	\$ -	0	\$ -
2" SP-C PG64-22 (SAC-B)	SY	\$ 26.40	1,244	\$ 32,841.60	0	\$ -	0	\$ -
12" CEMENT STABILIZED SUBGRADE	SY	\$ 15.75	1,306	\$ 20,569.50	0	\$ -	0	\$ -
LEFT TURN ARROW MARKING	EA	\$ 290.00	2	\$ 580.00	0	\$ -	0	\$ -
4" SOLID YELLOW LINE MARKING	LF	\$ 1.85	390	\$ 721.50	0	\$ -	0	\$ -
4" SOLID YELLOW MADIAN STRIPING	LS	\$ 14,275.00	1	\$ 14,275.00	0	\$ -	0	\$ -
"ONLY" DETAIL MARKING	EA	\$ 310.00	2	\$ 620.00	0	\$ -	0	\$ -
8" SOLID WHITE LINE MARKING	LF	\$ 4.15	390	\$ 1,618.50	0	\$ -	0	\$ -
TYPE III BARRICADE	EA	\$ 1,500.00	1	\$ 1,500.00	0	\$ -	0	\$ -
PAVEMENT HEADER	LF	\$ 20.00	87	\$ 1,740.00	0	\$ -	0	\$ -
REMOVE EXISTING PAVEMENT MARKINGS	LS	\$ 7,950.00	1	\$ 7,950.00	0	\$ -	0	\$ -
TRAFFIC CONTROL	LS	\$ 30,000.00	1	\$ 30,000.00	0	\$ -	0	\$ -
TOTAL FM 2931				\$ 135,654.10		\$ -		\$ -

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PROJECT NAME:	Palomino	LOT COUNT	300	DIRECT IMPROVEMENTS	COMMON IMPROVEMENTS (SILVERADO PARKWAY)	PRIVATE IMPROVEMENTS (NON-REIMBURSEABLE)
LOCATION:	Aubrey, Denton County, Texas	GROSS AC.	46.974			
JOB NUMBER:	063451312					

G. RETAINING WALLS								
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
2' RETAINING WALL	LF	\$ 67.00	0	\$ -	0	\$ -	3,205	\$ 214,735.00
3' RETAINING WALL	LF	\$ 83.00	0	\$ -	0	\$ -	280	\$ 23,240.00
4' RETAINING WALL	LF	\$ 107.00	0	\$ -	0	\$ -	60	\$ 6,420.00
5' RETAINING WALL	LF	\$ 138.00	0	\$ -	0	\$ -	560	\$ 77,280.00
6' RETAINING WALL	LF	\$ 167.00	0	\$ -	0	\$ -	615	\$ 102,705.00
7' RETAINING WALL	LF	\$ 199.00	0	\$ -	0	\$ -	450	\$ 89,550.00
8' RETAINING WALL	LF	\$ 233.00	0	\$ -	0	\$ -	260	\$ 60,580.00
9' RETAINING WALL	LF	\$ 270.00	0	\$ -	0	\$ -	60	\$ 16,200.00
2' RETAINING WALL WITH SCREEN WALL (ADJACENT TO COMMERCIAL)	LF	\$ 267.00	0	\$ -	0	\$ -	320	\$ 85,440.00
3' RETAINING WALL WITH SCREEN WALL (ADJACENT TO COMMERCIAL)	LF	\$ 283.00	0	\$ -	0	\$ -	175	\$ 49,525.00
4' RETAINING WALL WITH SCREEN WALL (ADJACENT TO COMMERCIAL)	LF	\$ 307.00	0	\$ -	0	\$ -	110	\$ 33,770.00
11' RETAINING WALL WITH SCREEN WALL (ADJACENT TO SILVERADO PKWY)	LF	\$ 556.00	0	\$ -	0	\$ -	30	\$ 16,680.00
12' RETAINING WALL WITH SCREEN WALL (ADJACENT TO SILVERADO PKWY)	LF	\$ 601.00	0	\$ -	0	\$ -	180	\$ 108,180.00
13' RETAINING WALL WITH SCREEN WALL (ADJACENT TO SILVERADO PKWY)	LF	\$ 654.00	0	\$ -	0	\$ -	255	\$ 166,770.00
14' RETAINING WALL WITH SCREEN WALL (ADJACENT TO SILVERADO PKWY)	LF	\$ 704.00	0	\$ -	0	\$ -	275	\$ 193,600.00
TOTAL RETAINING WALLS				\$ -	\$ -	\$ -	\$ 1,244,675.00	

H. LANDSCAPE/HARDSCAPE & MISCELLANEOUS								
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
STREET LIGHTS	EA	\$ 3,500.00	20	\$ 70,000.00	3	\$ 10,500.00	0	\$ -
PLAYGROUND	LS	\$ 250,000.00	1	\$ 250,000.00	0	\$ -	0	\$ -
DOG PARK	LS	\$ 150,000.00	1	\$ 150,000.00	0	\$ -	0	\$ -
IRRIGATION METER CONNECTION FEE	EA	\$ 11,250.00	1	\$ 11,250.00	0	\$ -	0	\$ -
WROUGHT IRON FENCE AROUND DETENTION POND	LF	\$ 120.00	1,200	\$ 144,000.00	0	\$ -	0	\$ -
PERIMETER SCREENING WALL (ADJACENT TO COMMERCIAL)	LF	\$ 150.00	470	\$ 70,500.00	0	\$ -	0	\$ -
PERIMETER SCREENING WALL (ADJACENT TO SILVERADO PARKWAY)	LF	\$ 150.00	0	\$ -	850	\$ 127,500.00	0	\$ -
MAJOR ENTRY FEATURE	LS	\$ 150,000.00	0	\$ -	0	\$ -	1	\$ 150,000.00
MINOR ENTRY FEATURE	LS	\$ 40,000.00	0	\$ -	0	\$ -	1	\$ 40,000.00
BUFFER LANDSCAPING	LF	\$ 75.00	0	\$ -	1,350	\$ 101,250.00	0	\$ -
TOTAL LANDSCAPE/HARDSCAPE & MISCELLANEOUS				\$ 695,750.00	\$ 239,250.00	\$ 190,000.00		

I. CITY FEES AND OTHER								
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
FRANCHISE ELECTRIC SERVICE	LOT	\$ 1,000.00	300	\$ 300,000.00	0	\$ -	0	\$ -
FRANCHISE GAS SERVICE	LOT	\$ 1,000.00	300	\$ 300,000.00	0	\$ -	0	\$ -
FINAL GEOTECHNICAL REPORT	LOT	\$ 350.00	300	\$ 105,000.00	0	\$ -	0	\$ -
PARK DEDICATION FEE	LOT	\$ 2,500.00	300	\$ 750,000.00	0	\$ -	0	\$ -
SWPPP	LS	\$ 3,000.00	1	\$ 3,000.00	0	\$ -	0	\$ -
MUNICIPAL APPLICATION/REVIEW FEES	LS	\$ 20,000.00	1	\$ 20,000.00	0	\$ -	0	\$ -
TOTAL CITY FEES & OTHER				\$ 1,478,000.00	\$ -	\$ -		



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY
PALOMINO - AUBREY, DENTON COUNTY, TEXAS
OVERALL COST SUMMARY, NOTES, ASSUMPTIONS, QUALIFICATIONS, ETC.
APRIL 23, 2026

PROJECT NAME:	Palomino	LOT COUNT	300	DIRECT IMPROVEMENTS	COMMON IMPROVEMENTS (SILVERADO PARKWAY)	PRIVATE IMPROVEMENTS (NON-REIMBURSEABLE)
LOCATION:	Aubrey, Denton County, Texas	GROSS AC.	46.974			
JOB NUMBER:	063451312					

SUMMARY	PER LOT		TOTAL		PER LOT		TOTAL		PER LOT		TOTAL	
A. CLEARING & EXCAVATION	\$	1,313.00	\$	393,899.41	\$	135.76	\$	40,727.69	\$	5,721.91	\$	1,716,572.90
B. WATER	\$	3,686.18	\$	1,105,853.44	\$	-	\$	-	\$	-	\$	-
C. SANITARY SEWER	\$	4,491.58	\$	1,347,474.17	\$	-	\$	-	\$	-	\$	-
D. LIFT STATION	\$	3,329.16	\$	998,748.42	\$	-	\$	-	\$	-	\$	-
E. STORM SEWER	\$	4,023.54	\$	1,207,061.74	\$	291.15	\$	87,345.60	\$	-	\$	-
F1. ON SITE PAVEMENT	\$	6,534.80	\$	1,960,441.15	\$	-	\$	-	\$	-	\$	-
F2. SILVERADO PARKWAY	\$	-	\$	-	\$	640.20	\$	192,059.45	\$	-	\$	-
F3. FM 2931	\$	452.18	\$	135,654.10	\$	-	\$	-	\$	-	\$	-
G. RETAINING WALLS	\$	-	\$	-	\$	-	\$	-	\$	4,148.92	\$	1,244,675.00
H. LANDSCAPE/HANDSCAPE & MISCELLANEOUS	\$	2,319.17	\$	695,750.00	\$	797.50	\$	239,250.00	\$	633.33	\$	190,000.00
I. CITY FEES & OTHER	\$	4,926.67	\$	1,478,000.00	\$	-	\$	-	\$	-	\$	-
SUB-TOTAL												
			\$	9,322,882.43			\$	559,382.74			\$	3,151,247.90

APPENDIX C
LEGAL DESCRIPTION

BEING a tract of land situated in the J. Bridges Survey, Abstract No. 36, City of Aubrey, Denton County, Texas, and being a portion of a called 46.974 acre tract of land described in a deed to Jen Holdco 24 LLC, as recorded in Instrument No. 2024-61128 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the northerly northeast corner of said 46.974 acre tract, common to the northwest corner of a called 5.725 acre tract of land described in a deed to Aubrey 2931 Investments LP, as recorded in Instrument No. 2024-18439 of the Official Records of Denton County, Texas, being on 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;

THENCE South 00°41'47" West, departing the southerly line of said Pecan Creek Addition, Phase 1, and along the easterly line of said 46.974 acre tract and the westerly line of said 5.725 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 5.725 acre tract, common to an ell corner of said 5.725 acre tract;

THENCE South 86°08'34" East, along the northerly line of said 46.974 acre tract and the southerly line of said 5.725 acre tract, a distance of 423.36 feet to a point for corner;

THENCE South 01°03'39" West, departing the southerly line of said 5.725 acre tract and the northerly line of said 46.974 acre tract and crossing said 46.974 acre tract, a distance of 648.76 feet to a point for corner on the southerly line of said 46.974 acre tract and the northerly line of Silverado Phase 6, according to the plat thereof recorded in Instrument No. 2021-153 of the Official Records of Denton County, Texas;

THENCE North 88°56'21" West, along the southerly line of said 46.974 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 2,046.91 feet to the southwest corner of said 46.974 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, 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 46.974 acre tract and the easterly line of said Parcel 2, Tract 3, a distance of 933.89 feet to the northwest corner of said 46.974 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, along the northerly line of said 46.974 acre tract, the southerly line of said 55.30 acre tract, and the southerly line of aforesaid Pecan Creek Addition, Phase 1, a distance of 1,606.55 feet to the

POINT OF BEGINNING and containing 41.248 acres (1,796,748 square feet) of land, more or less, save and except the following described tract:

SAVE AND EXCEPT TRACT:

BEING a tract of land situated in the J. Bridges Survey, Abstract No. 36, City of Aubrey, Denton County, Texas, and being a portion of a called 46.974 acre tract of land described in a deed to Jen Holdco 24 LLC, as recorded in Instrument No. 2024-61128 of the Official Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped "RPLS 4561" found for the southwest corner of a called 5.725 acre tract of land described in a deed to Aubrey 2931 Investments LP, as recorded in Instrument No. 2024-18439 of the Official Records of Denton County, Texas, common to an ell corner of said 46.974 acre tract;

THENCE South 06°12'45" West, crossing said 46.974 acre tract, a distance of 190.62 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE continuing across said 46.974 acre tract, the following courses and distances:

South 41°54'56" East, a distance of 14.63 feet to a point for corner;

South 01°03'39" West, a distance of 178.86 feet to a point for corner;

North 88°56'21" West, a distance of 283.87 feet to a point at the beginning of a non-tangent curve to the right with a radius of 375.00 feet, a central angle of 29°02'47", and a chord bearing and distance of North 17°34'49" East, 188.08 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 190.11 feet to a point for corner;

North 32°06'12" East, a distance of 67.55 feet to a point for corner;

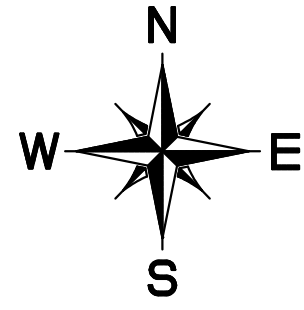
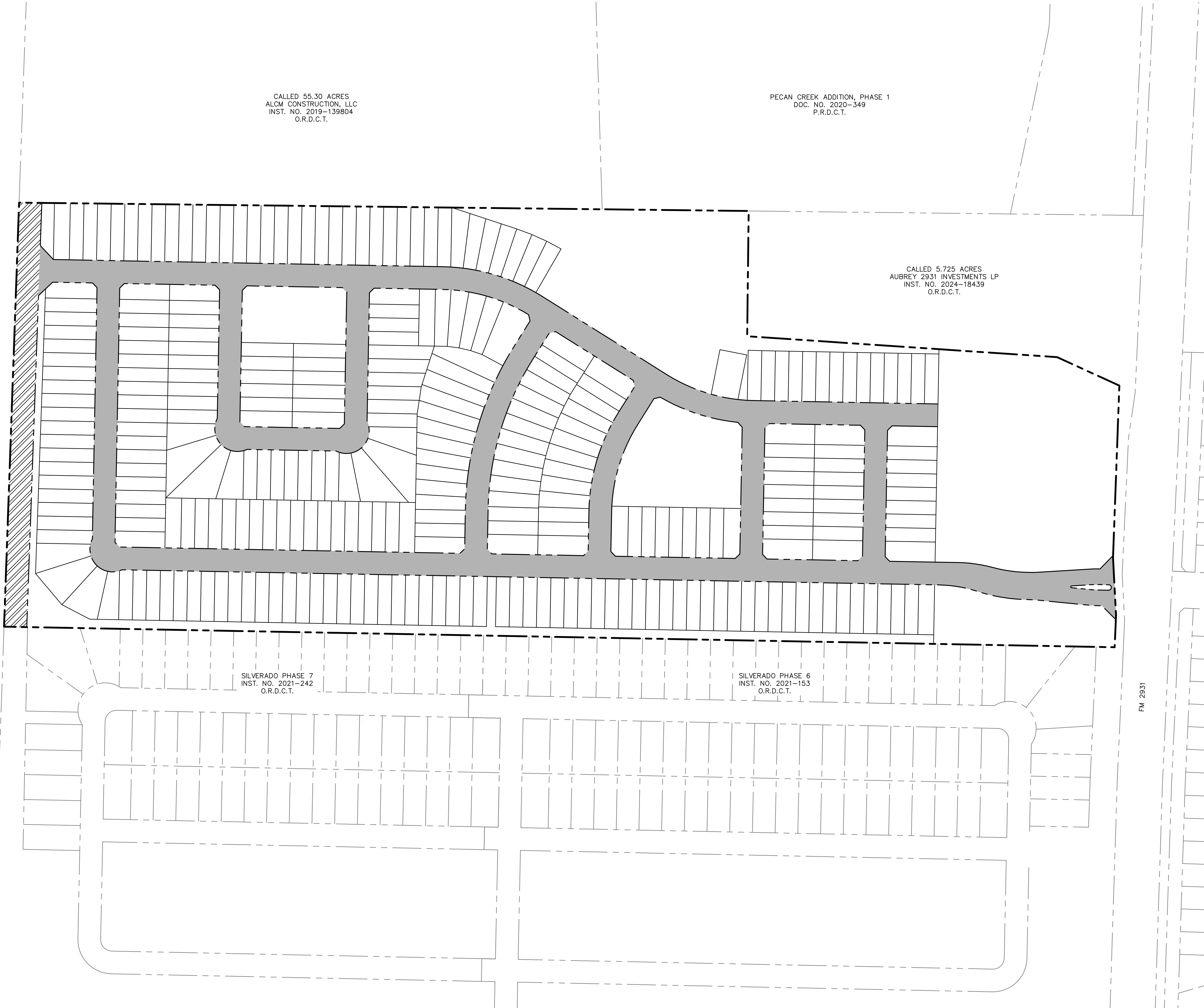
North 76°28'16" East, a distance of 14.30 feet to a point at the beginning of a non-tangent curve to the left with a radius of 425.00 feet, a central angle of 24°23'05", and a chord bearing and distance of South 72°01'35" East, 179.52 feet;

In a southeasterly direction, with said non-tangent curve to the left, an arc distance of 180.88 feet to the **POINT OF BEGINNING** and containing 1.255 acres (54,669 square feet) of land, more or less, resulting in a net area of 39.993 acres (1,742,079 square feet) of land, more or less.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983(2011).

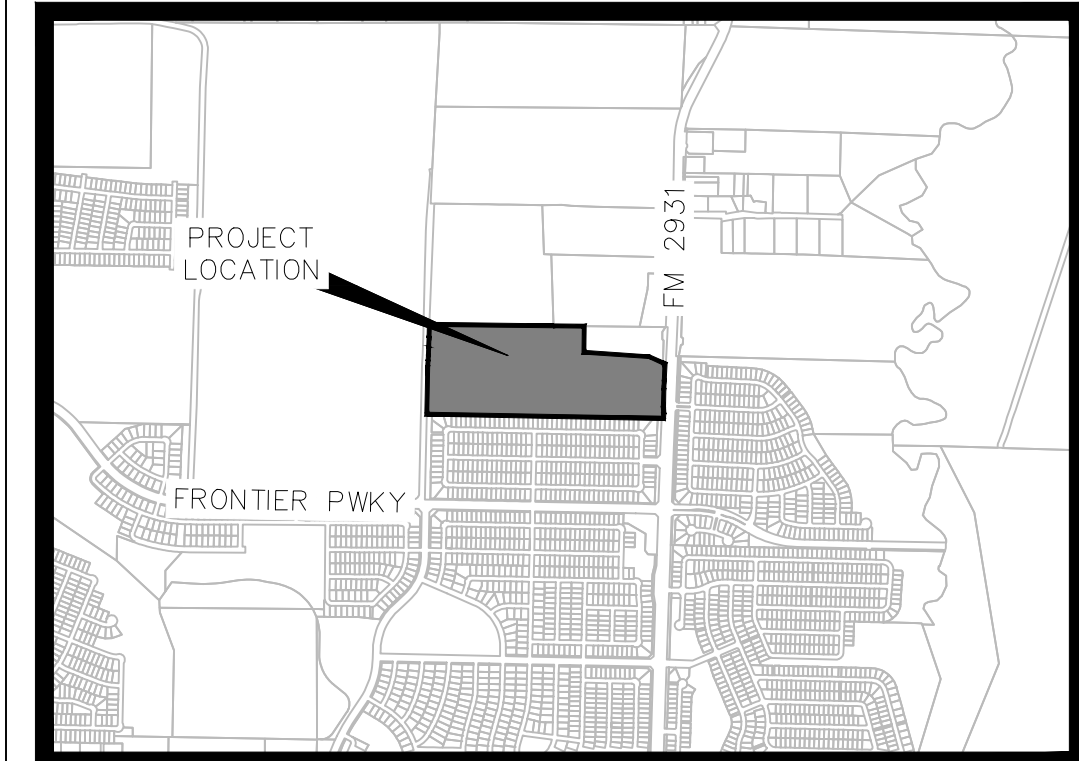
APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Plotted By: HCA, C.J. Date: April 17, 2026 10:44:35am File Path: K:\FRI_Civil\0634513\21_010_Traffic\Exhibits\PlanSheets\PID Documents\ROW.dwg
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LEGEND

	PROPERTY LINE
	MINOR ARTERIAL RIGHT OF WAY TOTAL AREA = 1.07 AC
	INTERNAL RIGHT OF WAY TOTAL AREA = 8.21 AC



VICINITY MAP
SCALE: 1" = 2,000'

RIGHT OF WAY EXHIBIT

Palomino

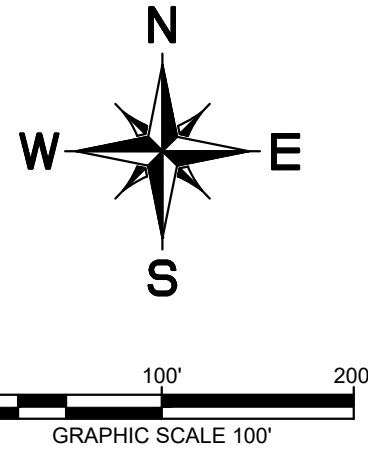
APPLICANT:
Lennar Homes of Texas
1231 Greenway Drive
Suite 800
Irving, TX 75038
Contact: Annie Hepner

OWNER:
Jen Holdco 24, LLC
680 Fifth Avenue
25th Floor
New York, New York 10019

ENGINEER / SURVEYOR:
Kimley-Horn and Associates
6160 Warren Parkway
Suite 210
Frisco, TX 75034
P (972) 335-3580
Contact: Matt Duenwald, P.E.

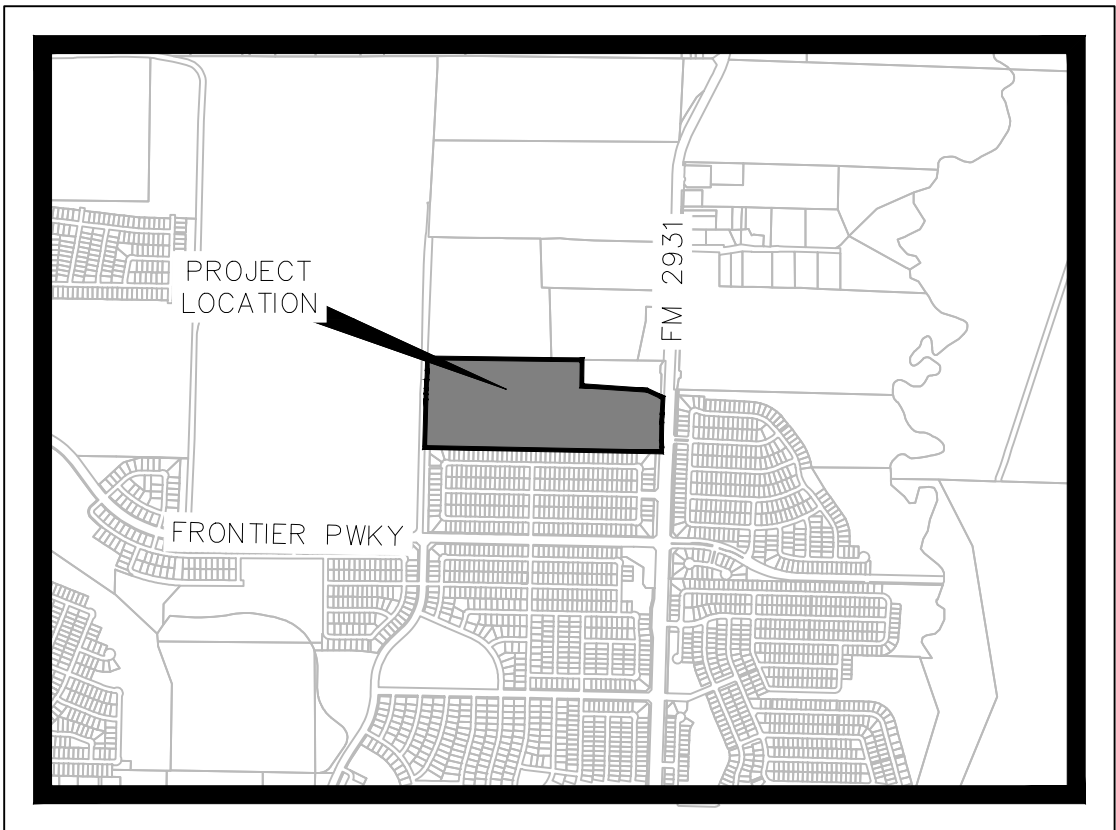
Kimley»Horn
April 2026

Plotted By: HUA, C.J. Date: April 17, 2026 12:45:38pm File Path: K:\FRI_Civil\0634513124_010_Trap\Civil\Exhibits\PlanSheets\PID Documents\Utilities.dwg
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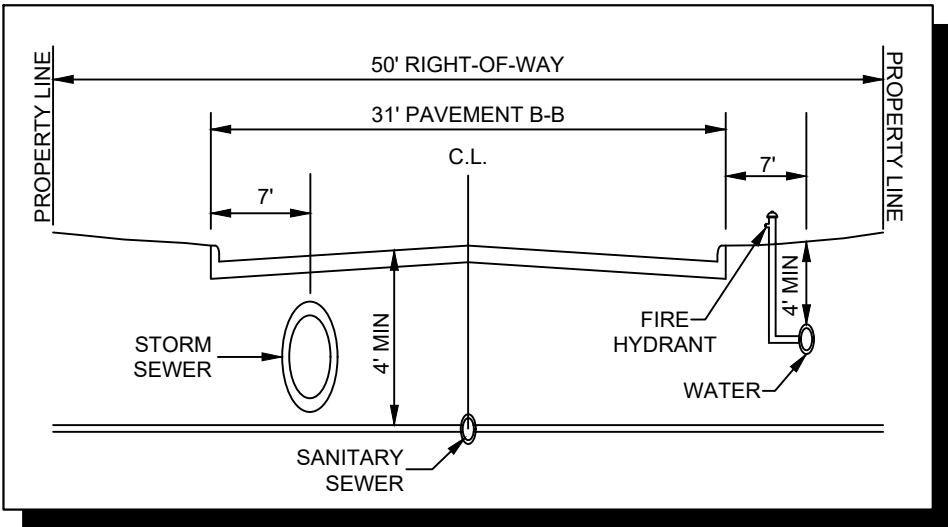
SANITARY SEWER LEGEND

	PROPERTY LINE
	PROPOSED SANITARY SEWER
	PROPOSED FORCE MAIN
	EXISTING SANITARY SEWER
	PROPOSED SANITARY SEWER MANHOLE



VICINITY MAP
SCALE: 1" = 2,000'

TYPICAL UTILITY LOCATION



SANITARY SEWER IMPROVEMENTS

Palomino

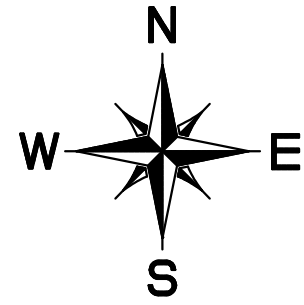
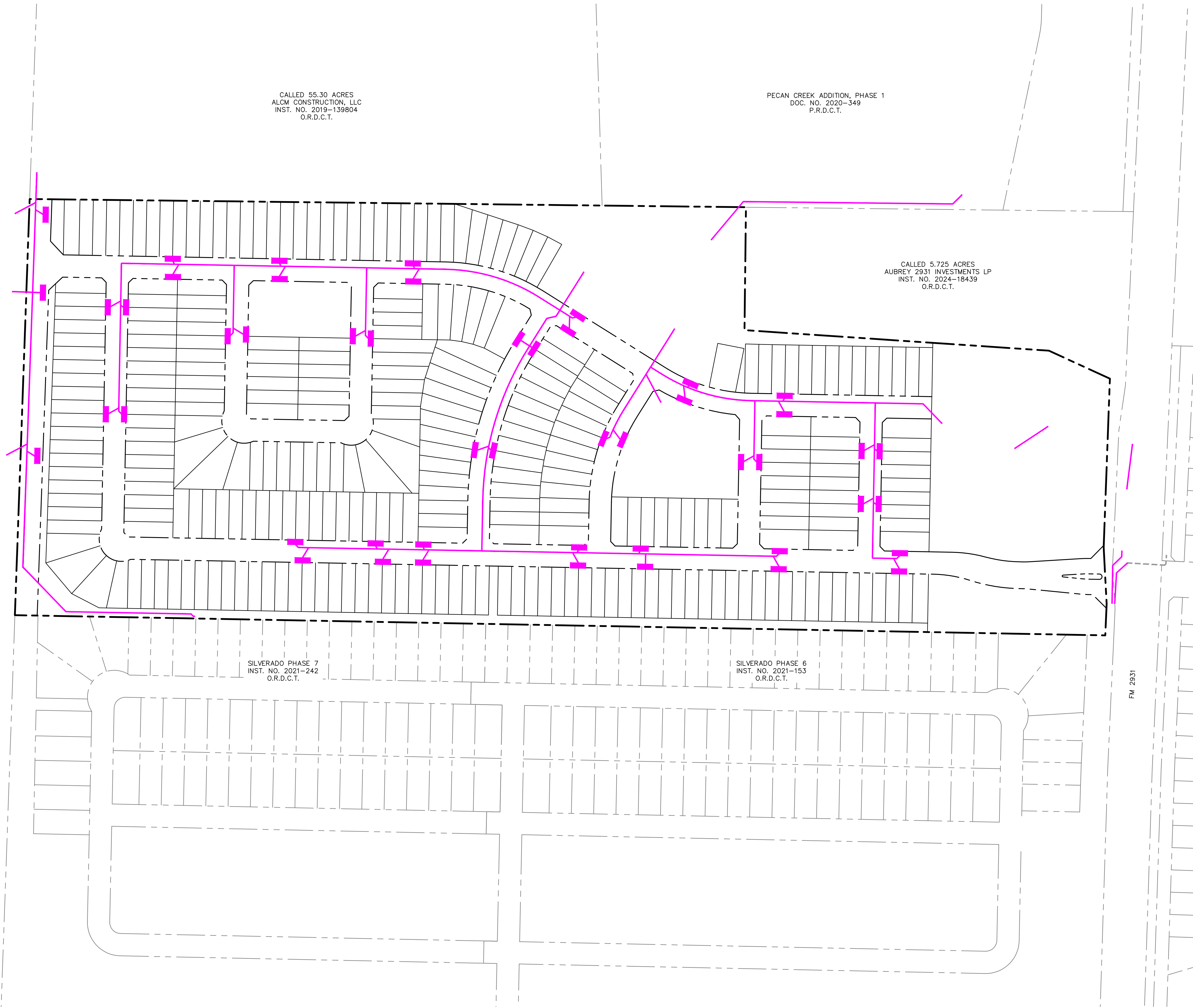
APPLICANT:
Lennar Homes of Texas
1231 Greenway Drive
Suite 800
Irving, TX 75038
Contact: Annie Hepner

OWNER:
Jen Holdco 24, LLC
680 Fifth Avenue
25th Floor
New York, New York 10019

ENGINEER / SURVEYOR:
Kimley-Horn and Associates
6160 Warren Parkway
Suite 210
Frisco, TX 75034
P (972) 335-3580
Contact: Matt Duenwald, P.E.

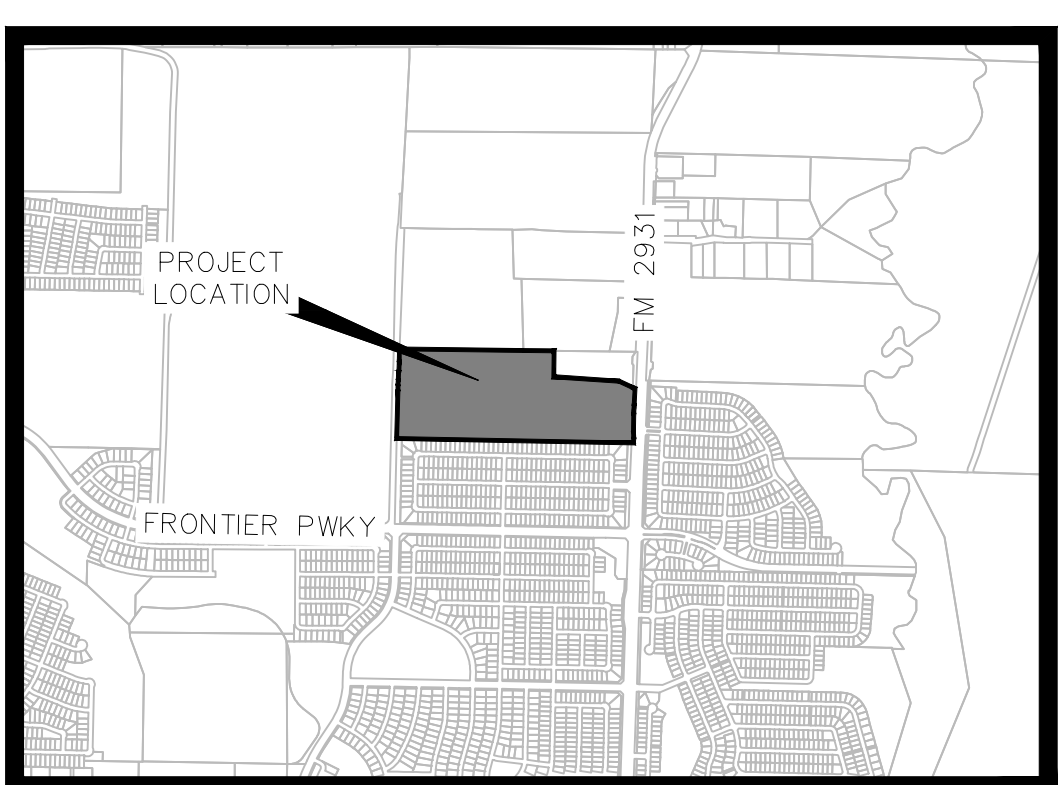
Kimley»Horn
April 2026

Plotted By: Hica, C.J. Date: April 17, 2026 02:32:03pm File Path: K:\FRI_Civil\0634513\21.dwg Title: Palomino\PlanSheets\PID Documents\Storm.dwg
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STORM DRAINAGE LEGEND

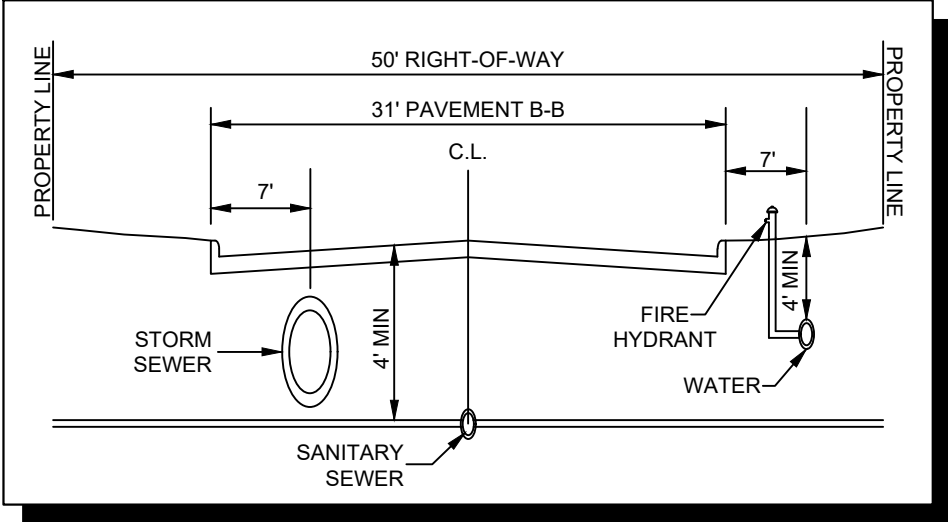
	PROPERTY LINE
	PROPOSED STORM DRAIN
	EXISTING STORM DRAIN
	PROPOSED STORM DRAIN INLET



VICINITY MAP

SCALE: 1" = 2,000'

TYPICAL UTILITY LOCATION



STORM DRAIN IMPROVEMENTS

Palomino

APPLICANT:
Lennar Homes of Texas
1231 Greenway Drive
Suite 800
Irving, TX 75038
Contact: Annie Hepner

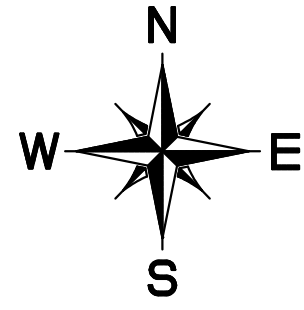
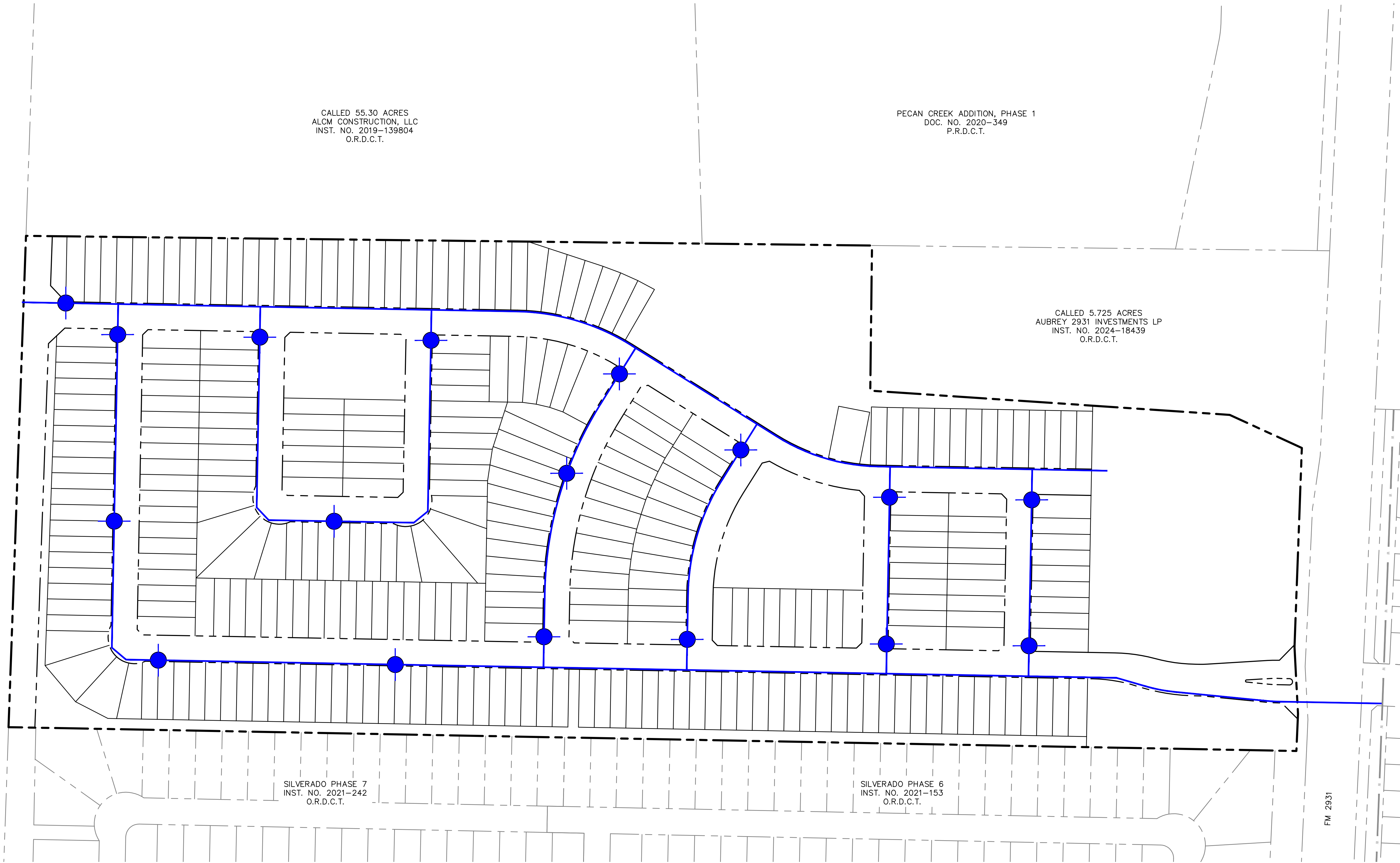
OWNER:
Jen Holdco 24, LLC
680 Fifth Avenue
25th Floor
New York, New York 10019

ENGINEER / SURVEYOR:
Kimley-Horn and Associates
6160 Warren Parkway
Suite 210
Frisco, TX 75034
P (972) 335-3580
Contact: Matt Duenwald, P.E.

Kimley»Horn

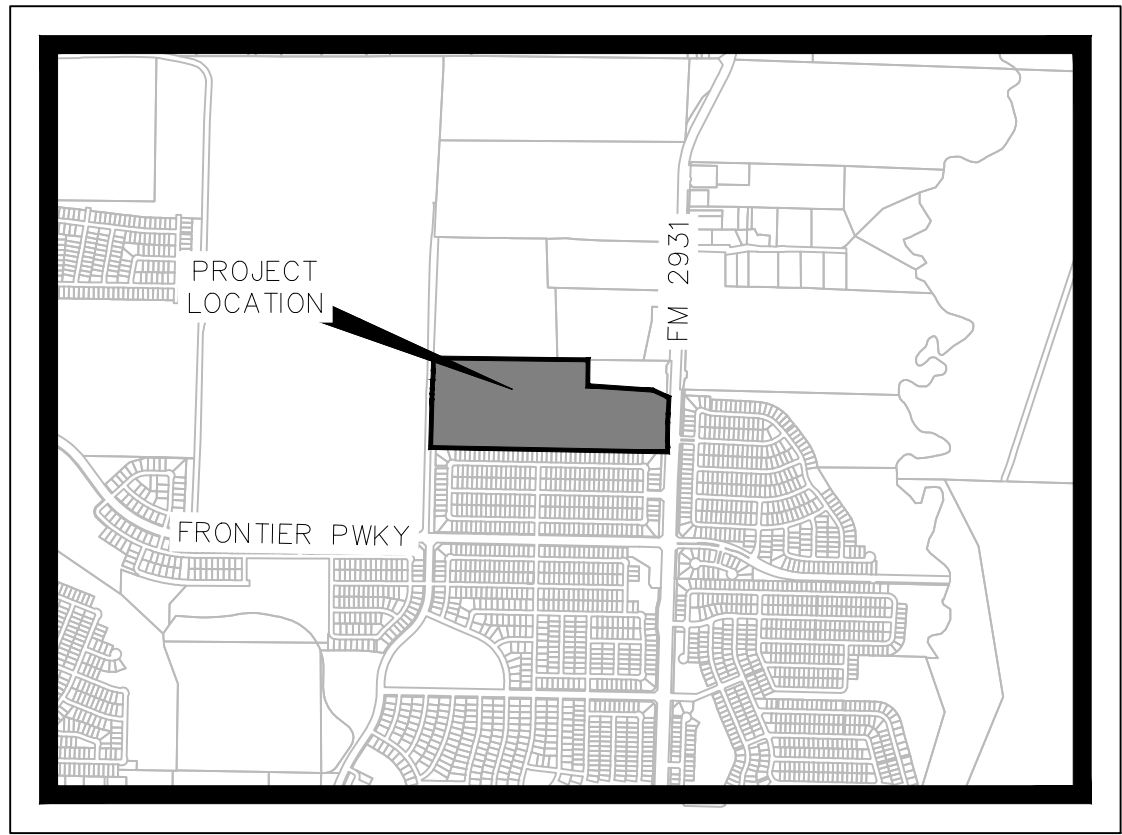
April 2026

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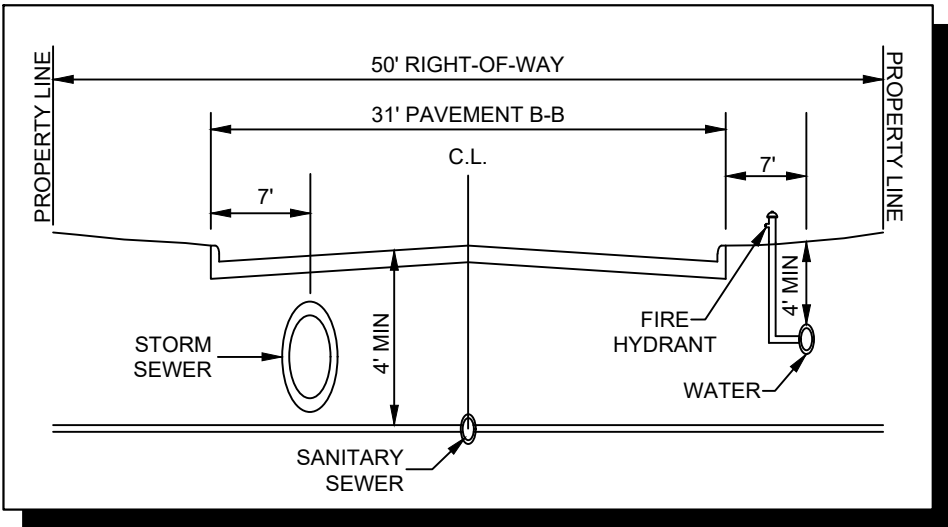
WATER LEGEND

	PROPERTY LINE
	PROPOSED WATERLINE
	EXISTING WATERLINE
	PROPOSED FIRE HYDRANT



VICINITY MAP
SCALE: 1" = 2,000'

TYPICAL UTILITY LOCATION



WATER IMPROVEMENTS

Palomino

APPLICANT: Lennar Homes of Texas 1231 Greenway Drive Suite 800 Irving, TX 75038 Contact: Annie Hepner	OWNER: Jen Holdco 24, LLC 680 Fifth Avenue 25th Floor New York, New York 10019	ENGINEER / SURVEYOR: Kimley-Horn and Associates 6160 Warren Parkway Suite 210 Frisco, TX 75034 P (972) 335-3580 Contact: Matt Duenwald, P.E.
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APPENDIX E
PID ASSESSMENT NOTICE

AFTER RECORDING RETURN TO:

_____]¹

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF AUBREY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS OF PROPERTY

LOT TYPE _____ PRINCIPAL ASSESSMENT: \$ _____

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 ***Palomino 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.

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.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County, Texas.

[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:

DATE:

SIGNATURE OF
PURCHASER

SIGNATURE OF
PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[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. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF
PURCHASER

SIGNATURE OF
PURCHASER

STATE OF TEXAS §
 §
COUNTY OF DENTON §

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.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County, Texas.

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

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.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County, Texas.

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE
EQUIVALENTS

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified into one Lot Type.

“**Lot Type 1**” means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 30 feet.

A) Proposed Residential Development

Table F-A.1 shows the proposed residential units to be developed within the PID.

Table F-A.1
Proposed Development within the PID

Lot Type	Proposed Development	
Lot Type 1 (30 Ft)	300	Units
Total	300	Units

B) Calculation of Equivalent Units

As explained under Section V.D, for the purposes of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the PID to be financed with the Reimbursement Agreement shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the number of units.

For the purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to the Assessed Property on a per unit basis, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the Lot Type (i.e., 30 Ft); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the “Lot Types” defined above. Assessments are allocated to each Lot Type on the basis of the number of units.

C) Allocation of Assessments to Lots within the PID

As shown in Section IV of this Service and Assessment Plan, the total amount of the Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within the PID, is \$5,296,000. As shown in Table F-A.1, there are a total of 300 units in the PID, resulting in an Assessment per Equivalent Unit of \$18,796.67.

Table F-C.1
Assessment Per Unit - PID

Type	Planned No. of Units	Assessment per Unit	Total Assessments
Lot Type 1 (30 Ft)	300	\$18,796.67	\$5,639,000
Total			\$5,639,000

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-C.2.

Table F-C.2
Projected Leverage - PID

Lot Type	Planned No. of Units	Estimated Finished Lot Value per Unit	Projected Home Value per Unit	Assessment per Unit ¹	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (30 Ft)	300	\$60,000	\$300,000	\$18,796.67	3.19	15.96

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-C.3.

Table F-C.3
Estimated Tax Rate Equivalent per unit – PID

Description	Planned No. of Units	Estimated Finished Lot Value per Unit	Projected Home Value per Unit	Projected Average Annual Installment per Unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1 (30 Ft)	300	\$60,000	\$300,000	\$1,650	\$2.75	\$0.55

The Assessment and Annual Installments for each Parcel or Lot located within the PID is shown on the Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

APPENDIX G
ASSESSMENT ROLL

**Appendix G-1
Assessment Roll**

**Parcel
Assessment
Equivalent Units**

**77033
\$5,639,000
1.00**

Year	Principal	Interest¹	Capitalized Interest	Additional Interest³	Administrative Expenses²	Total Annual Installment²
2027	\$68,000	\$338,340	\$0	\$28,195	\$60,000	\$494,535
2028	\$72,000	\$334,260	\$0	\$27,855	\$61,200	\$495,315
2029	\$75,000	\$329,940	\$0	\$27,495	\$62,424	\$494,859
2030	\$79,000	\$325,440	\$0	\$27,120	\$63,672	\$495,232
2031	\$83,000	\$320,700	\$0	\$26,725	\$64,946	\$495,371
2032	\$87,000	\$315,720	\$0	\$26,310	\$66,245	\$495,275
2033	\$91,000	\$310,500	\$0	\$25,875	\$67,570	\$494,945
2034	\$95,000	\$305,040	\$0	\$25,420	\$68,921	\$494,381
2035	\$111,000	\$299,340	\$0	\$24,945	\$60,000	\$495,285
2036	\$118,000	\$292,680	\$0	\$24,390	\$60,300	\$495,370
2037	\$125,000	\$285,600	\$0	\$23,800	\$60,602	\$495,002
2038	\$133,000	\$278,100	\$0	\$23,175	\$60,905	\$495,180
2039	\$141,000	\$270,120	\$0	\$22,510	\$61,209	\$494,839
2040	\$150,000	\$261,660	\$0	\$21,805	\$61,515	\$494,980
2041	\$159,000	\$252,660	\$0	\$21,055	\$61,823	\$494,538
2042	\$169,000	\$243,120	\$0	\$20,260	\$62,132	\$494,512
2043	\$180,000	\$232,980	\$0	\$19,415	\$62,442	\$494,837
2044	\$191,000	\$222,180	\$0	\$18,515	\$62,755	\$494,450
2045	\$204,000	\$210,720	\$0	\$17,560	\$63,068	\$495,348
2046	\$217,000	\$198,480	\$0	\$16,540	\$63,384	\$495,404
2047	\$230,000	\$185,460	\$0	\$15,455	\$63,701	\$494,616
2048	\$245,000	\$171,660	\$0	\$14,305	\$64,019	\$494,984
2049	\$261,000	\$156,960	\$0	\$13,080	\$64,339	\$495,379
2050	\$277,000	\$141,300	\$0	\$11,775	\$64,661	\$494,736
2051	\$295,000	\$124,680	\$0	\$10,390	\$64,984	\$495,054
2052	\$314,000	\$106,980	\$0	\$8,915	\$65,309	\$495,204
2053	\$334,000	\$88,140	\$0	\$7,345	\$65,636	\$495,121
2054	\$355,000	\$68,100	\$0	\$5,675	\$65,964	\$494,739
2055	\$378,000	\$46,800	\$0	\$3,900	\$66,294	\$494,994
2056	\$402,000	\$24,120	\$0	\$2,010	\$66,625	\$494,755
Total	\$5,639,000	\$6,741,780	\$0	\$561,815	\$1,906,644	\$14,849,239

¹ interest is calculated using a 6.00% interest rate for years 1 through 30 under the Reimbursement Agreement related to the Authorized Improvements. Upon the issuance of Bonds, the interest rate on the Assessments shall adjust to the rate on the Bonds plus Additional Interest.

²Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 1 through 8, and a 0.5% increase per year thereafter.

³Additional Interest will not be charged if there are no Bonds outstanding.

Appendix G-2
Assessment Roll by Lot Type

Lot Type
Assessment
Number of Units

Lot Type 1 (30Ft)
\$18,796.67
300

Year	Principal	Interest¹	Capitalized Interest	Additional Interest³	Administrative Expenses²	Total Annual Installment²
2027	\$227	\$1,128	\$0	\$94	\$200	\$1,648
2028	\$240	\$1,114	\$0	\$93	\$204	\$1,651
2029	\$250	\$1,100	\$0	\$92	\$208	\$1,650
2030	\$263	\$1,085	\$0	\$90	\$212	\$1,651
2031	\$277	\$1,069	\$0	\$89	\$216	\$1,651
2032	\$290	\$1,052	\$0	\$88	\$221	\$1,651
2033	\$303	\$1,035	\$0	\$86	\$225	\$1,650
2034	\$317	\$1,017	\$0	\$85	\$230	\$1,648
2035	\$370	\$998	\$0	\$83	\$200	\$1,651
2036	\$393	\$976	\$0	\$81	\$201	\$1,651
2037	\$417	\$952	\$0	\$79	\$202	\$1,650
2038	\$443	\$927	\$0	\$77	\$203	\$1,651
2039	\$470	\$900	\$0	\$75	\$204	\$1,649
2040	\$500	\$872	\$0	\$73	\$205	\$1,650
2041	\$530	\$842	\$0	\$70	\$206	\$1,648
2042	\$563	\$810	\$0	\$68	\$207	\$1,648
2043	\$600	\$777	\$0	\$65	\$208	\$1,649
2044	\$637	\$741	\$0	\$62	\$209	\$1,648
2045	\$680	\$702	\$0	\$59	\$210	\$1,651
2046	\$723	\$662	\$0	\$55	\$211	\$1,651
2047	\$767	\$618	\$0	\$52	\$212	\$1,649
2048	\$817	\$572	\$0	\$48	\$213	\$1,650
2049	\$870	\$523	\$0	\$44	\$214	\$1,651
2050	\$923	\$471	\$0	\$39	\$216	\$1,649
2051	\$983	\$416	\$0	\$35	\$217	\$1,650
2052	\$1,047	\$357	\$0	\$30	\$218	\$1,651
2053	\$1,113	\$294	\$0	\$24	\$219	\$1,650
2054	\$1,183	\$227	\$0	\$19	\$220	\$1,649
2055	\$1,260	\$156	\$0	\$13	\$221	\$1,650
2056	\$1,340	\$80	\$0	\$7	\$222	\$1,649
Total	\$18,797	\$22,473	\$0	\$1,873	\$6,355	\$49,497

¹The interest is calculated using a 6.00% interest rate for years 1 through 30 under the Reimbursement Agreement related to the Authorized Improvements. Upon the issuance of Bonds, the interest rate on the Assessments shall adjust to the rate on the Bonds plus Additional Interest.

²Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 1 through 8, and a 0.5% increase per year thereafter.

³Additional Interest will not be charged if there are no Bonds outstanding.

Appendix G-3
Phase #1 2026-27 Budget

Description	Amount
Phase #1 RA (Original)	\$5,639,000
<i>Principal Redemptions</i>	\$0
<i>Prepayments (Redeemed)</i>	\$0
<i>Prepayments (Non-Redeemed)</i>	\$0
Phase #1 Assessments (Outstanding)	\$5,639,000
Effective Interest Rate	6.00%

Reimbursement Agreement	
Interest payment on March 1, 2027	\$169,170
Interest payment on September 1, 2027	\$169,170
Principal payment on September 1, 2027	\$68,000
<i>Subtotal debt service on bonds</i>	<i>\$406,340</i>
Excess Interest for Additional Interest Reserves	\$0
Administrative Expenses	\$60,000
<i>Subtotal Expenses</i>	<i>\$466,340</i>
Available Reserve Fund Income	\$0
Available Administrative Expense Account	\$0
Available Capitalized Interest	\$0
<i>Subtotal funds available</i>	<i>\$0</i>
Annual Installments	\$466,340

Reimbursement Agreement	
Original Equivalent Units	300.00
Partially prepaid Equivalent Units	0.00
Fully prepaid Equivalent Units	0.00
Outstanding Equivalent Units	300.00
Principal per Equivalent Unit	\$226.67
Interest per Equivalent Unit	\$1,127.80
Additional interest per Equivalent Unit	\$0.00
Administrative Expenses per Equivalent Unit	\$200.00
Total Annual Installment per Equivalent Unit	\$1,554.47

Assessment Roll Summary 2026-27

Parcel ID ¹	Block #	Lot #	Lot Size	Equivalent Units	Outstanding			Administrative	Annual
					Assessment	Principal	Interest	Expense	Installment
77033	A	1	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	A	2	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	A	3	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	A	4	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	A	5	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	A	6	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	A	7	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	A	8	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	A	9	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	1	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	2	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	3	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	4	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	5	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	6	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	7	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	8	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	9	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	10	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	11	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	12	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	13	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	14	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	17	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	18	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	19	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	20	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	21	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	22	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	23	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	24	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	25	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	26	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	27	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	28	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	29	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	30	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	31	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	32	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	33	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	34	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	35	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	36	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	37	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	38	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	39	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	40	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	41	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	42	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	43	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	44	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	45	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	46	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	47	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	48	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	49	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	50	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	B	51	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47

Parcel ID ¹	Block #	Lot #	Lot Size	Equivalent Units	Outstanding	Principal	Interest	Administrative	Annual
					Assessment			Expense	Installment
77033	B	52	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	C	1	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	C	2	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	C	3	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	C	4	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	C	5	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	C	6	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	C	7	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	C	8	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	C	9	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	C	10	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	C	11	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	C	12	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	C	13	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	C	14	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	C	15	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	C	16	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	C	17	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	C	18	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	D	1	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	D	2	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	D	3	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	D	4	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	D	5	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	D	6	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	D	7	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	D	8	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	D	9	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	1	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	2	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	3	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	4	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	5	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	6	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	7	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	8	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	9	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	10	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	11	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	12	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	13	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	14	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	15	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	16	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	17	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	18	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	19	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	20	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	21	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	22	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	23	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	24	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	25	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	26	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	27	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	E	28	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	1	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	2	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	3	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	4	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47

Parcel ID ¹	Block #	Lot #	Lot Size	Equivalent Units	Outstanding			Administrative	Annual
					Assessment	Principal	Interest	Expense	Installment
77033	F	5	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	6	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	7	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	8	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	9	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	10	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	11	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	12	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	13	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	14	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	15	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	16	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	17	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	18	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	19	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	20	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	21	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	22	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	23	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	24	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	25	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	26	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	27	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	28	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	29	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	30	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	31	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	32	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	33	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	34	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	35	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	36	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	37	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	38	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	39	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	40	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	41	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	42	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	43	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	44	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	45	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	46	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	47	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	48	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	49	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	50	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	51	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	52	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	53	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	54	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	55	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	56	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	57	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	58	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	59	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	60	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	61	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	62	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	63	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	F	64	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47

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Parcel ID ¹	Block #	Lot #	Lot Size	Equivalent Units	Outstanding			Administrative	Annual
					Assessment	Principal	Interest	Expense	Installment
77033	H	21	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	22	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	23	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	24	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	25	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	26	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	27	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	28	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	29	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	30	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	31	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	32	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	33	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	34	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	35	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	36	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	37	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	38	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	39	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	40	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	41	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	42	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	43	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	44	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	45	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	46	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	47	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	48	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	49	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	50	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	51	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	52	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	53	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	54	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	55	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	56	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	57	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	58	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	59	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	60	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	61	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	62	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	63	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	64	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	65	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	66	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	67	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	68	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	69	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	70	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	71	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	72	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	73	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	74	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	75	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	76	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	77	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	78	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	79	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	80	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47

Parcel ID ¹	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment	Principal	Interest	Administrative Expense	Annual Installment
77033	H	81	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
77033	H	82	30 Ft Lot	1.00	\$18,796.67	\$226.67	\$1,127.80	\$200.00	\$1,554.47
Total		300		300.00	\$5,639,000	\$68,000	\$338,340	\$60,000	\$466,340

¹Parcel ID reflects the parent parcel ID for billing purposes.

**City Council Meeting
Staff Report
June 25, 2026**

Agenda Item

Hold a public hearing, consider and take action regarding an amendment to Section 14.03.01, "Comprehensive Plan" of Article 14.03, "Comprehensive Plan" of Chapter 14, "Zoning" of the Code of Ordinances of the City adopting the 2045 Comprehensive Plan of the City to amend the Comprehensive Plan to change the Future Land Use designation for an approximately 6.65 acres of land being Lot 4R2, Block A, Garland Wilson Addition, an Addition to the City of Aubrey, Denton County, Texas, recorded under Document Number 2020-387, Plat Records of Denton County, Texas. The property is generally located south-east of the intersection of East Highmeadow Drive and Betty Lane. DCAD Parcel No. 964441 (Aubrey ISD)

Staff Contact

Muzaib Riaz, Sr. Planner
mriaz@aubreytx.gov
940-440-9343

Summary

The subject property is owned by the Aubrey Independent School District (AISD). The applicant seeks to amend the 2045 Comprehensive Plan to amend the Future Land Use Map designation for the subject property from Commercial and Residential (High Density) to Public/Institutional, to reflect the intended development of the AISD Administration Building on the site.

Current Future Land Use Designation: Commercial and Residential (High Density)

The subject property currently carries two future land use designations, with the western part of the property (approximately 1.06 acres) designated as Commercial and the remainder (approximately 5.59 acres) designated as Residential (High Density). The existing designations do not contemplate institutional or civic administrative office uses of the type proposed by the AISD.

Surrounding Land Uses and Designations

The lot is situated south-east of the intersection of East Highmeadow Drive and Betty Lane, with access provided via Betty Lane and the extension of Highmeadow Drive to the east boundary of the subject property. The subject property is an ideal location for this facility with close proximity to Aubrey High School, centralized location relative to the District attendance zone, and access to US 377. The surrounding land uses and designations are as follows:

- North: Apartments on approximately 8.5 acres (Kiron at Aubrey LTD) designated as Residential (High Density); Aubrey ISD Tract (approximately 6.25 acres) designated as Residential (Medium Density); and Aubrey ISD High School campus Tract (approximately 48.28 acres) designated as Public/Institutional.
- South: The Bridge Enrichment and Learning Center (approximately 5.25 acres) designated as Light Industrial.
- East: Undeveloped Weldon Wilson & Teresa Ann Wilson Tract (approximately 22.79 acres) designated as Residential (Medium Density).
- West: Betty Lane ROW; Undeveloped (approximately 1.12 acres) designated as Commercial.

Requested Future Land Use Designation: Public/Institutional

The applicant requests an amendment to the 2045 Comprehensive Plan Future Land Use Map to redesignate

the approximately 6.65 acres subject property to Public/Institutional. The Public/Institutional land use designation is intended to accommodate government facilities, public administrative offices, schools, educational support facilities, and similar civic uses that serve the community. An AISD Administration Building is an ideal example of a Public/Institutional use.

Staff Analysis

Consistency with the Aubrey 2045 Comprehensive Plan

The Aubrey 2045 Comprehensive Plan serves as the guiding policy document for the City's long-range growth and development. The Plan recognizes Aubrey's rapid growth and the corresponding need for expanded public infrastructure and community services. The provision of adequate public institutional facilities - including school district administrative offices - is a core element of responsible growth management and supports the Plan's goals for community health, safety, and welfare.

The proposed Public/Institutional designation is consistent with the existing school district land uses immediately to the east, where Aubrey ISD currently maintains over 54 acres of school campus. The proposed amendment will:

- Eliminate an inconsistency between the current Future Land Use designations and the intended public institutional use.
- Align the Future Land Use Map with actual ownership and intended civic use of the property by a governmental entity.
- Support the District's need for expanded administrative office space as enrollment and operations continue to grow.
- Reinforce the concentration of institutional uses adjacent to the existing High School campus, which is consistent with sound land use planning principles.

Compatibility with Surrounding Area

Administrative office uses are generally compatible with surrounding land uses, which include a school, multifamily, and a day care facility, and have minimal impact on adjacent properties. The proximity of the subject property to the High School, which is also designated as Public/Institutional, ensures a very compatible and orderly development pattern in the surrounding area. The extension of Highmeadow Drive to the east property line as part of this development provides direct access to the City's thoroughfare network, including US 377.

Notification

Notifications as required by the Texas Local Government Code were provided.

At the time of agenda report preparation, no letters in support or in opposition to the comprehensive plan amendment had been received.

P&Z Commission Recommendation

Planning and Zoning Commission unanimously (5-0) recommended approval at their June 11, 2026 meeting.

Recommendation

Staff have reviewed the comprehensive plan amendment application and recommend it for approval.

Action Options

The City Council may:

1. Approve the comprehensive plan amendment; or
2. Deny the comprehensive plan amendment.

Attachments

1. Location/Notification Map
-

2. Comprehensive Plan Exhibit
3. Comprehensive Plan Application

Financial Summary

Staff Recommended Action

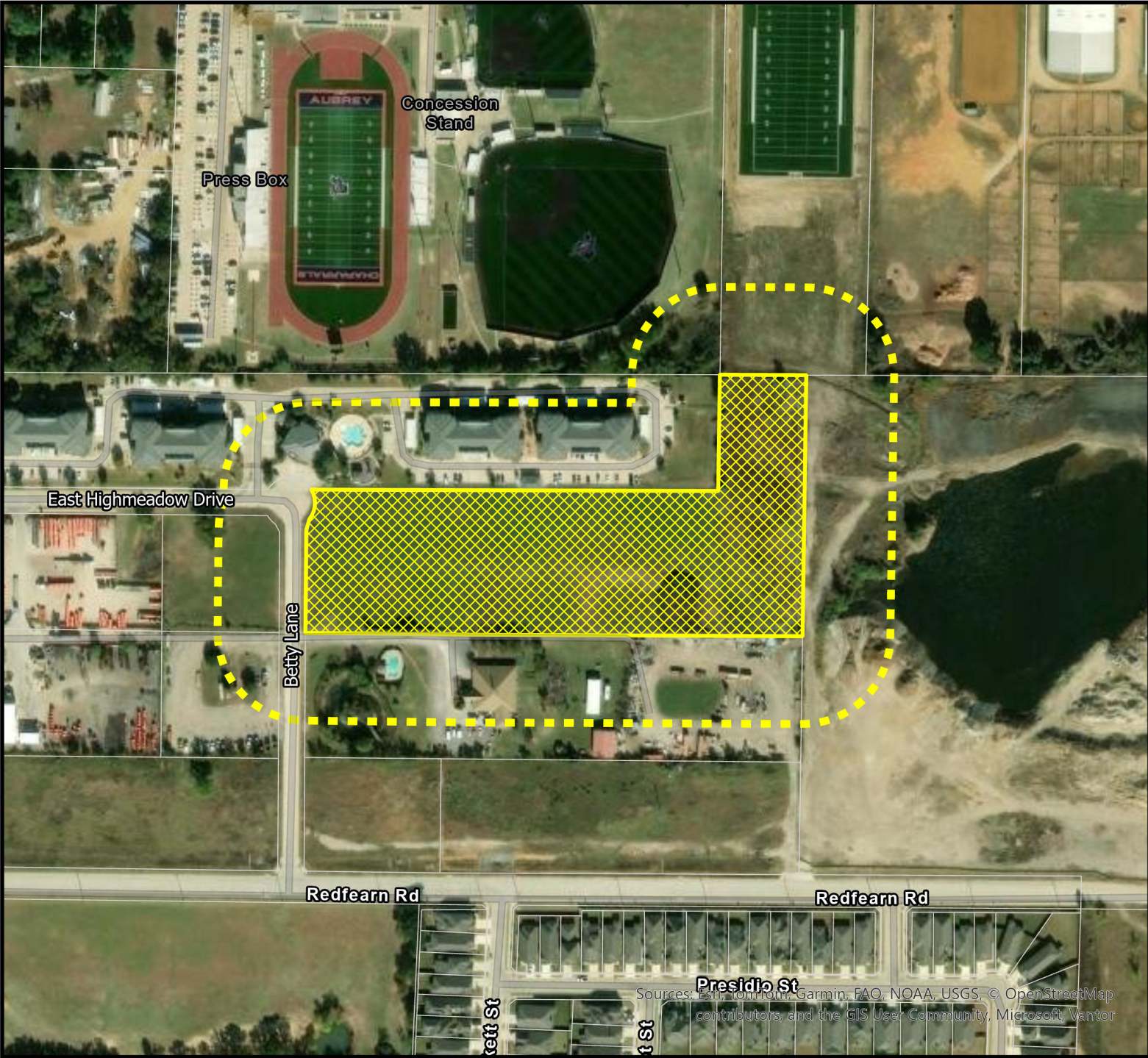
Approve

Staff Recommended Motion

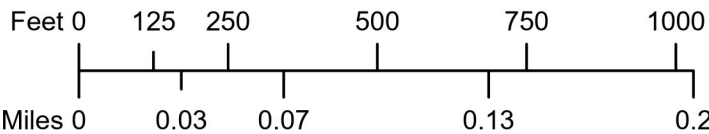
Motion to (approve, table, or deny) the comprehensive plan amendment application.

200 FOOT PUBLIC HEARING NOTIFICATION MAP

Aubrey ISD

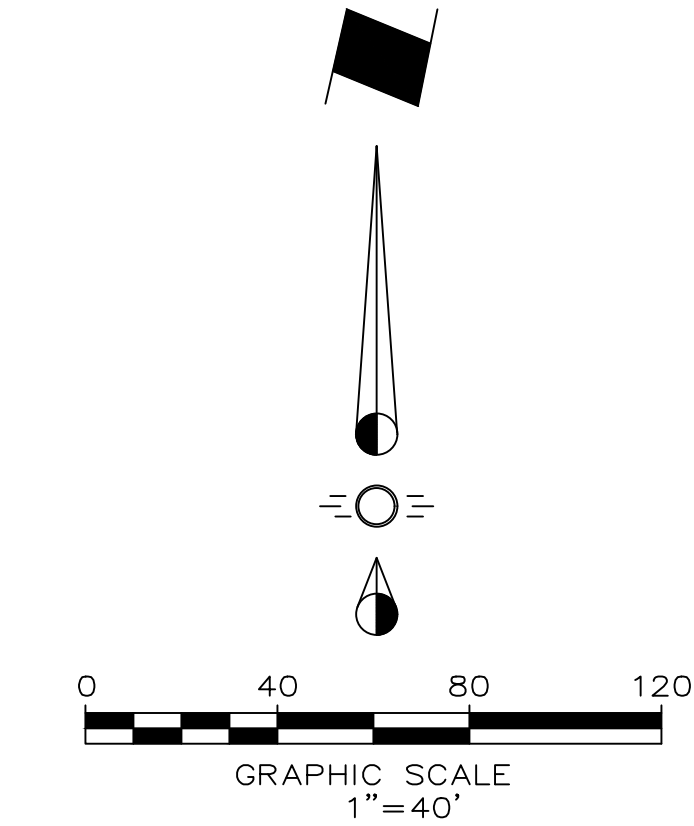
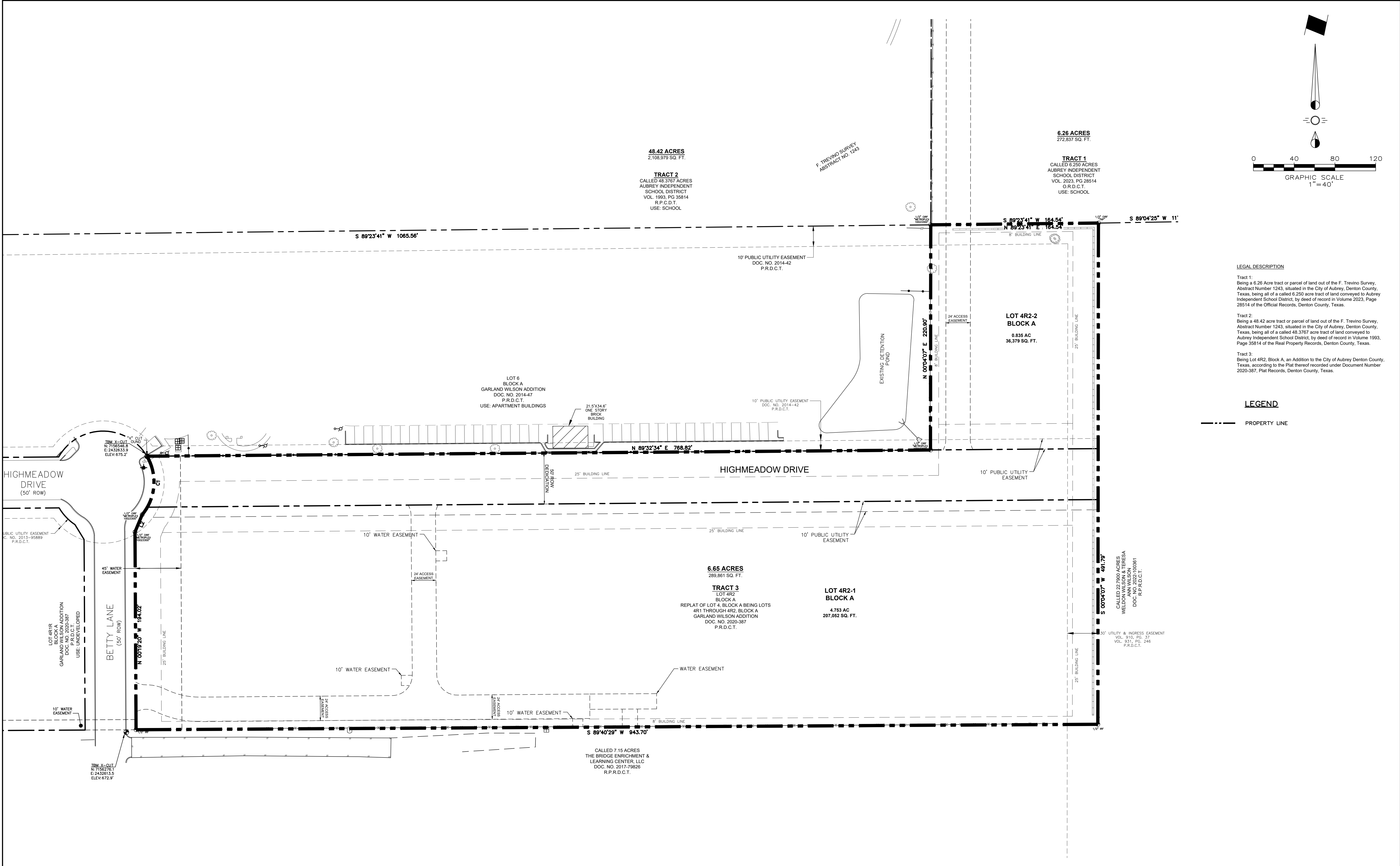


Sources: Esri, DeLorme, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Microsoft, Vantor



Legend

-  Aubrey ISD
-  200-foot Buffer
-  Parcels



LEGAL DESCRIPTION

Tract 1:
Being a 6.26 Acre tract or parcel of land out of the F. Trevino Survey, Abstract Number 1243, situated in the City of Aubrey, Denton County, Texas, being all of a called 6.250 acre tract of land conveyed to Aubrey Independent School District, by deed of record in Volume 2023, Page 28514 of the Official Records, Denton County, Texas.

Tract 2:
Being a 48.42 acre tract or parcel of land out of the F. Trevino Survey, Abstract Number 1243, situated in the City of Aubrey, Denton County, Texas, being all of a called 48.3767 acre tract of land conveyed to Aubrey Independent School District, by deed of record in Volume 1993, Page 35814 of the Real Property Records, Denton County, Texas.

Tract 3:
Being Lot 4R2, Block A, an Addition to the City of Aubrey Denton County, Texas, according to the Plat thereof recorded under Document Number 2020-387, Plat Records, Denton County, Texas.

LEGEND

----- PROPERTY LINE

MISC. INFORMATION		REVISION	DATE	DESCRIPTION	 RLK ENGINEERING, INC. 111 West Main Allen, Texas 75013 (972) 359-1733 Off (972) 359-1833 Fax Texas Registration No. 579	Comprehensive Plan Exhibit Aubrey ISD Administration Building Aubrey, TX 76227				
NOTE: Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.						DESIGNED BY: RLK Engineering	TECH REVIEW: RLK	DRAWING FILE: Comp Exhibit.dwg	DRAWING SCALE: 1" = 40'	SHEET:
						DRAWN BY: RLK Engineering	PEER REVIEW: RLK	DRAWING DATE: 05-13-26	PROJECT NUMBER: RLK-25097	



COMPREHENSIVE PLAN AMENDMENTS APPLICATION

1. Site Details:
General Street Location: Corner of Highmeadow & Betty Lane PID: 964441
Street Address: Aubrey ISD Administration Building
Lot, Block, & Subdivision Name: Lot 4R2, Block A
Legal Description: GARLAND WILSON ADDITION BLK A LOT 4R2
Acreage: 6.654

2. Applicant:
Name: Friends Consulting Group
Address: 429 Stonecrest Rd
City/State: Argyle, TX Zip: 76226
Office #: _____ Cell #: 903-278-2152 Fax #: _____
Email Address: scottniven@friendsconsultinggroup.com

3. Property Owner:
Name: Aubrey ISD
Address: 415 Tisdale
City/State: Aubrey, TX Zip: 76227
Office #: 940.668.3900 Cell #: _____ Fax #: 940.290.6083
Email Address: info@aubreyisd.net

4. Summarize the proposed development.
This will be a new office building to house the School District's administration staff

5. **Present Zoning:** Shopping Center/MF **Present Land Use:** Commercial/Residential (high Density)

Future Land Use Designation: Public/Institutional

6. **Attach:** Any additional maps, exhibits, drawings or pictures necessary to help explain the request.

I hereby authorize the undersigned applicant to act as my agent for the representation and/or presentation of the request.

Applicant Name (print or type): Scott Niven

Applicant signature: Dr. Scott Niven

Owner Name (print or type): Aubrey ISD

Owner signature: Dr. Scott Niven Owner's Representative - FRIENDS Consulting



**City Council Meeting
Staff Report
June 25, 2026**

Agenda Item

Hold a public hearing, consider, and take action regarding an Ordinance amending Exhibit 14A, "Zoning Ordinance," of Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas and the official Zoning Map of the City to rezone part of approximately 6.65 acres of land, being Lot 4R2, Block A, Garland Wilson Addition, an Addition to the City of Aubrey, Denton County, Texas, recorded under Document Number 2020-387, Plat Records of Denton County, Texas, from "MF - Multifamily" to "SC - Shopping Center". The property is generally located south-east of the intersection of East Highmeadow Drive and Betty Lane. DCAD Parcel ID No. 964441 (Aubrey ISD)

Staff Contact

Muzaib Riaz, Sr. Planner
mriaz@aubreytx.gov
940-440-9343

Summary

The subject property is an approximately 6.65 acre tract (Lot 4R2, Block A, Garland Wilson Addition) located south-east of the intersection of East Highmeadow Drive and Betty Lane in the City of Aubrey. The property is owned by Aubrey Independent School District (AISD) and carries split zoning of Shopping Center (SC) and Multifamily (MF). The applicant requests that the MF Zoning is removed, and the entire tract is zoned as SC to allow development of the proposed AISD Administration Building. This rezoning request is a companion to the Comprehensive Plan amendment, which proposes to change the Future Land Use designation to Public/Institutional to align with the intended construction of the AISD Administration Building.

Staff Analysis

Shopping Center (SC) District

The Shopping Center (SC) zoning district is intended to accommodate a broad range of retail, office, and service type uses that are of city-wide and regional significance. The SC district permits institutional and office uses consistent with the proposed Aubrey ISD Administration Building, such as banks and financial institutions, employment agencies, fraternal, philanthropic and eleemosynary uses. The SC district also allows uses that are not specifically listed but are similar in character to the ones listed, and which will not be dangerous or otherwise detrimental to persons residing or working in the vicinity thereof, or to the public welfare, and will not impair the use, enjoyment or value of the property.

The 6.65 acre site is of sufficient size to accommodate the administration building, parking, and required landscaping and screening consistent with SC district standards. Upon establishment, the property will be subject to the dimensional and development standards of the SC district as set forth in the Zoning Ordinance, including applicable setbacks, building height, lot coverage, parking, landscaping, and screening standards.

The rezoning the entirety of the site as SC district would remove the administrative complexity resulting from split zoning hindering the permitting and development of a unified institutional facility. Based on the current existence of SC district on the portion of the site, it is the most appropriate district to accommodate the administrative office building while being compatible with adjacent and surrounding uses.

Consistency with the Aubrey 2045 Comprehensive Plan

The companion Comprehensive Plan Amendment to change the Future Land Use Plan designation to Public/Institutional, directly supports and is consistent with the SC Zoning District for Aubrey ISD

Administration Building. The subject property is situated immediately adjacent to the existing Aubrey High School campus, making this an appropriate location for expansion of District facilities.

Compatibility with Surrounding Properties

The proposed rezoning and institutional land use are compatible with the surrounding context:

- The property immediately north includes Aubrey ISD school facility, including Aubrey High School, making the proposed administrative use a natural extension of the school district campus.
- The proposed SC zoning is consistent with the existing SC designation already applied to a portion of the subject property.
- The properties west of the subject site, across Betty Lane, are also zoned SC, further enhancing the compatibility of the subject site to surrounding zoning and land uses.
- Adequate buffering and open space are provided, limiting impacts on adjacent multifamily and residential uses.
- The site has access to the city's thoroughfare network from the Highmeadow Drive extension, including to US 377.

Notifications

Notifications as required by the Texas Local Government Code and the City of Aubrey Zoning Ordinance were provided.

At the time of agenda report preparation, no letters in support of or in opposition to the rezoning request had been received.

P&Z Commission Recommendation

Planning and Zoning Commission unanimously (5-0) recommended approval at their June 11, 2026 meeting.

Recommendation

Staff have reviewed the rezoning application and recommend it for approval.

Action Options

The City Council may:

1. Approve the rezoning application; or
2. Deny the rezoning application.

Attachments

1. Location/Notification Map
2. Zoning Change Exhibit
3. Zoning Change Narrative Letter
4. Zoning Change Application

Financial Summary

Staff Recommended Action

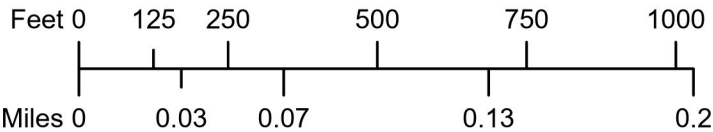
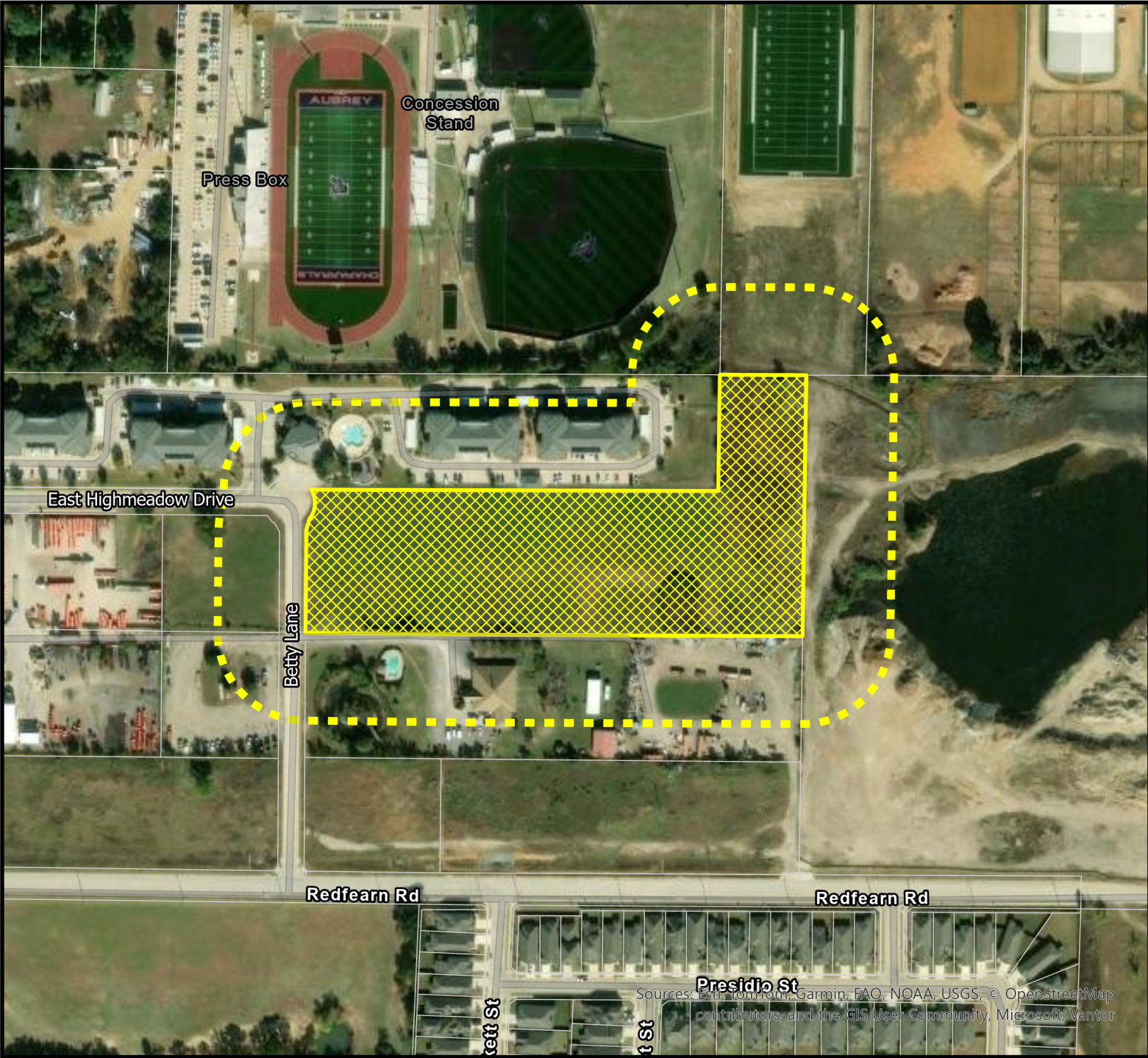
Approve

Staff Recommended Motion

Motion to (approve, table, or deny) the rezoning.

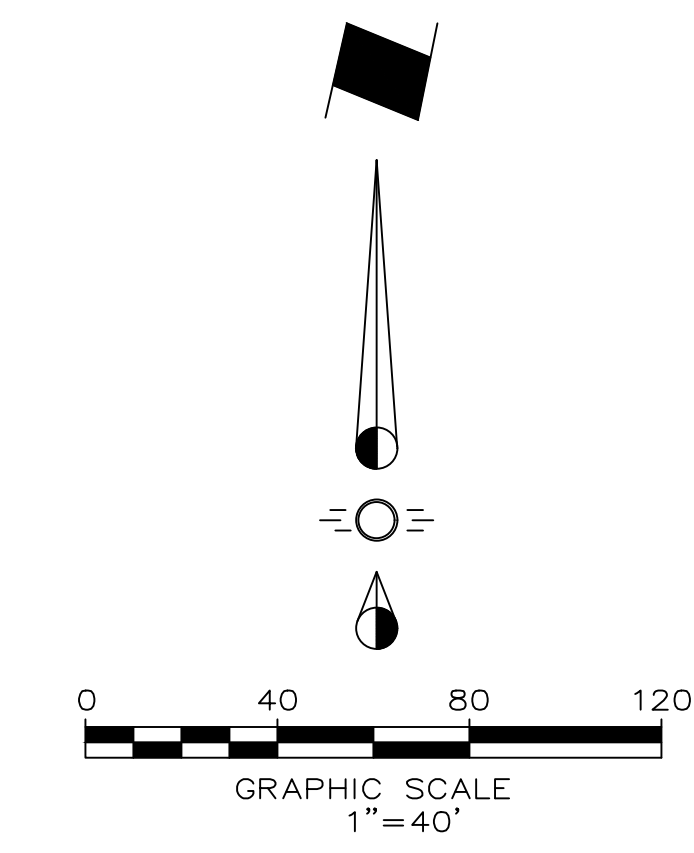
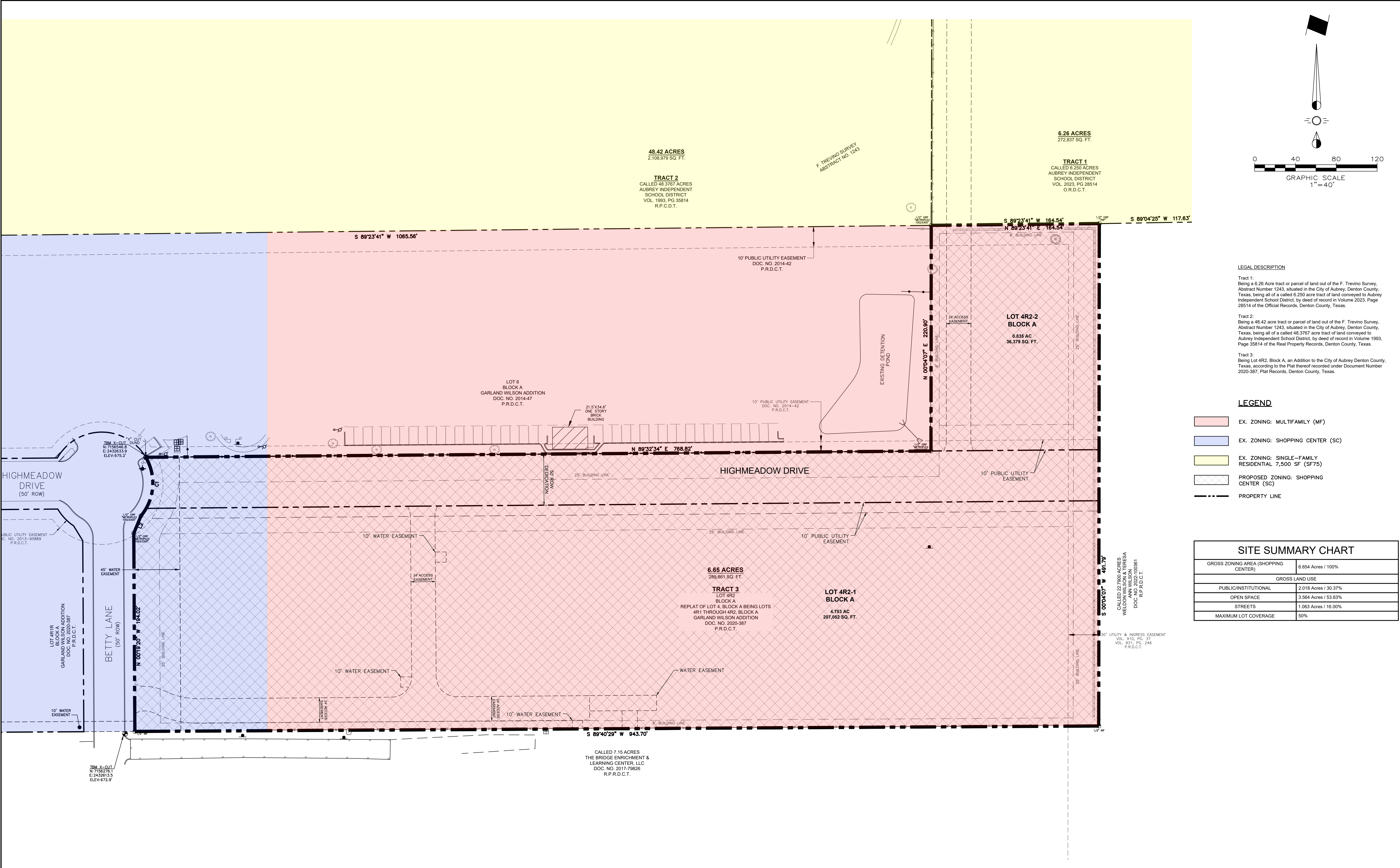
200 FOOT PUBLIC HEARING NOTIFICATION MAP

Aubrey ISD



Legend

-  Aubrey ISD
-  200-foot Buffer
-  Parcels



LEGAL DESCRIPTION

Tract 1:
Being a 6.26 Acre tract or parcel of land out of the F. Trevino Survey, Abstract Number 1243, situated in the City of Aubrey, Denton County, Texas, being all of a called 6.250 acre tract of land conveyed to Aubrey Independent School District, by deed of record in Volume 1993, Page 28514 of the Official Records, Denton County, Texas.

Tract 2:
Being a 48.42 acre tract or parcel of land out of the F. Trevino Survey, Abstract Number 1243, situated in the City of Aubrey, Denton County, Texas, being all of a called 48.3767 acre tract of land conveyed to Aubrey Independent School District, by deed of record in Volume 1993, Page 28514 of the Real Property Records, Denton County, Texas.

Tract 3:
Being Lot 4R2, Block A, an Addition to the City of Aubrey Denton County, Texas, according to the Plat thereof recorded under Document Number 2020-387, Plat Records, Denton County, Texas.

- LEGEND**
- EX. ZONING: MULTIFAMILY (MF)
 - EX. ZONING: SHOPPING CENTER (SC)
 - EX. ZONING: SINGLE-FAMILY RESIDENTIAL 7,500 SF (SF75)
 - PROPOSED ZONING: SHOPPING CENTER (SC)
 - PROPERTY LINE

SITE SUMMARY CHART	
GROSS ZONING AREA (SHOPPING CENTER)	6.654 Acres / 100%
GROSS LAND USE	
PUBLIC/INSTITUTIONAL	2.018 Acres / 30.37%
OPEN SPACE	3.564 Acres / 53.63%
STREETS	1.063 Acres / 16.00%
MAXIMUM LOT COVERAGE	50%

MISC. INFORMATION		REVISION	DATE	DESCRIPTION	 RLK ENGINEERING, INC. 111 West Main Allen, Texas 75013 (972) 359-1733 Off (972) 359-1833 Fax Texas Registration No. 579	Zoning Exhibit Aubrey ISD Administration Building Aubrey, TX 76227				
NOTE: Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.						DESIGNED BY: RLK Engineering	TECH REVIEW: RLK	DRAWING FILE: Zoning Change.dwg	DRAWING SCALE: 1" = 40'	SHEET:
						DRAWN BY: RLK Engineering	PEER REVIEW: RLK	DRAWING DATE: 05-13-26	PROJECT NUMBER: RLK-25097	



May 13, 2026

Shanda Guffee
City of Aubrey
107 S. Main St.
Aubrey, TX 76227

RE: Aubrey ISD Administration Building Rezoning Letter

Mrs. Guffee,

The purpose of the rezoning of this property is to bring the entirety of the lot under Shopping Center (SC) Zoning. This Zoning type will be more in line with the intent to building a new Aubrey ISD Administration Building on the site.

The Aubrey Independent School District is need of new and larger Administration office space as the District grows. The subject lot is an ideal location for this facility with close proximity to Aubrey High School, centralized location relative to the District attendance zone, and access to US 377.

Site Narrative:

Legal Description: Garland Wilson Addition Lot 4R2
Current Owner: Aubrey ISD
Proposed Owner: Aubrey ISD
Existing Zoning: Multi-Family (MF) & Shopping Center (SC)
Proposed Zoning: Shopping Center (SC)
Overall Property Size: 6.654
Proposed Building Size: 31,466 SF (2-Stories)
No. of Parking Stalls: 125
Projected Start Date: June 2026

The facility development will include the extension of Highmeadow Drive to the east property line of the subject lot. Onsite water and sewer lines will connect to City infrastructure and the City has provided a Will Serve letter.

If you have any questions regarding the purpose of the rezoning request, please let us know.

Cordially,

Rob Morse
RLK Engineering, Inc.
Firm No. 579



Zoning Change Application

Applicant's Name: Friends Consulting Group
Address: 429 Stonecrest Rd
City, State, Zip: Argyle, TX Phone #: 903-278-2152

PROPERTY INFORMATION

Property Owner: Aubrey ISD
Address: 415 Tisdale
City, State, Zip: Aubrey, TX Phone #: 940.668.0060
Address and/or location of requests:
Aubrey ISD Administration Building, Parcel ID 964441
Legal description: GARLAND WILSON ADDITION BLK A LOT 4R2

Existing zoning: Shopping Center/MF Requested zoning: Shopping Center

I certify that I am the owner of the property described above and that Friends Consulting Group is authorized to file this petition on my behalf.

Signature of Owner: Dr. Scott Niven Date: 5-13-26
Owner's Representative - FRIENDS Consulting

Signature of Applicant: Dr. Scott Niven Date: 5-13-26

FEES: Zone Change & Review Fee **\$700.00**
Certified Letters \$10.00 per letter x = **\$**
TOTAL **\$**

Paid: Date: Receipt #:

CHECKLIST OF SUBMITTED REQUIREMENTS:

1. Map of property, drawn to scale, with dimensions, adjacent properties within two hundred feet, streets and alleys, and all existing buildings on the subject property.
2. Legal description of the subject site – a copy of field note description typed and attached on a separate sheet AND the subdivision name with lot and block number.
3. A complete list of the property owners within two hundred feet.



**City Council Meeting
Staff Report
June 25, 2026**

Agenda Item

Hold a public hearing, consider and take action regarding a Replat application for Garland Wilson Addition, Lot 4R2-1 & 4R2-2, Block A, being approximately 6.65 acres in the Francisco Trevino Survey, Abstract No. 1243, within the City of Aubrey, Denton County, Texas, generally located south-east of the intersection of Highmeadow Drive and Betty Lane. DCAD Parcel No. 964441, to create two (2) lots, and to provide approximately 1.066 acres of Right-of-Way (ROW) dedication for the Highmeadow Drive extension. (Aubrey ISD)

Staff Contact

Muzaib Riaz, Sr. Planner
mriaz@aubreytx.gov
940-440-9343

Summary

The applicant has submitted a Final Plat application for Garland Wilson Addition, Lot 4R2-1 & Lot 4R2-2, Block A, and 1.066 acres of Right-of-Way dedication, being a replat of Garland Wilson Addition, Lot 4R1 Through 4R2, Block A, to create two lots (Lot 4R2-1 & Lot 4R2-2) from Lot 4R2. The purpose of this replat is to construct Aubrey ISD Administration building on proposed Lot 4R2-1 (approximately 4.753 acres) and dedication of 1.066 acres of land for ROW dedication for Highmeadow Drive extension. The remainder Lot 4R2-2 (approximately 0.835 acres) will remain undeveloped at this time.

The applicant has submitted civil construction/engineering plans for utilities, paving, grading, drainage that are under review. Access to the site will be from Highmeadow Drive extension and Betty Lane. Water and sewer service will be provided by the City of Aubrey. The plat also notes utility easements and fire lane and access easements to serve the proposed development.

The 25-foot Building Lines and 30' Utility and Ingress Easements that are within the proposed Highmeadow Drive extension ROW are also being abandoned through this replat.

Notifications

Notifications as required by Texas Local Government Code and the City of Aubrey Subdivision Ordinance were provided.

At the time of agenda report preparation, no letters in support or in opposition to the replat had been received.

P&Z Commission Recommendation

The Planning and Zoning Commission unanimously (5-0) recommended Conditional Approval of the Replat subject to the following conditions:

1. **EXHIBIT 10A, ARTICLE 2, SECTION 4.04 - ENGINEERING PLANS:** That Civil Engineering Plans are approved prior to filing with Denton County, addressing Engineering comments regarding paving, submittal of a Neotech report, grading, pre-development drainage area map, post-development drainage area map, drainage profiles, detention pond calculations, sanitary sewer profiles, and onsite details.
 2. **EXHIBIT 10A, ARTICLE 2, SECTION 4.08 - REVISIONS TO APPROVED FINAL PLAT PRIOR TO FILING AT THE COUNTY:** That the plat be revised to address comments regarding abandonment of
-

25-foot Building Lines and 30-foot Utility & Ingress Easement within the Highmeadow Drive Right-of-Way.

Since the P&Z Commission meeting on June 11, 2026, staff has reviewed the revised drawings submitted by the applicant and provided comments to the applicant.

Recommendation

Based on the review of the revised drawings and replat, the City Engineer and City Planner recommend approval subject to the following conditions:

1. **EXHIBIT 10A, ARTICLE 2, SECTION 4.04 - ENGINEERING PLANS:** That Civil Engineering Plans are approved prior to filing with Denton County, addressing Engineering comments regarding paving, pre-development drainage area map, post-development drainage area map, detention pond calculations, and sanitary sewer profiles.
2. **EXHIBIT 10A, ARTICLE 3, SECTION 4 - EASEMENTS:** That the plat is revised to include an off-site drainage easement from adjacent property owner for the Highmeadow Drive proposed storm pipe and outfall. And that appropriate size of the proposed detention pond drainage easement is shown on the plat.

Action Options

The City Council may:

1. Approve the Final Replat as presented (with conditions outlined above);
2. Approve the Final Replat as presented with additional conditions; or
3. Deny the Final Replat.

Attachments

1. Location Map
2. Final Replat
3. Engineer's Summary Report
4. City of Aubrey Will Serve Letter
5. Civil Engineering Plans
6. Replat Application

Financial Summary

Staff Recommended Action

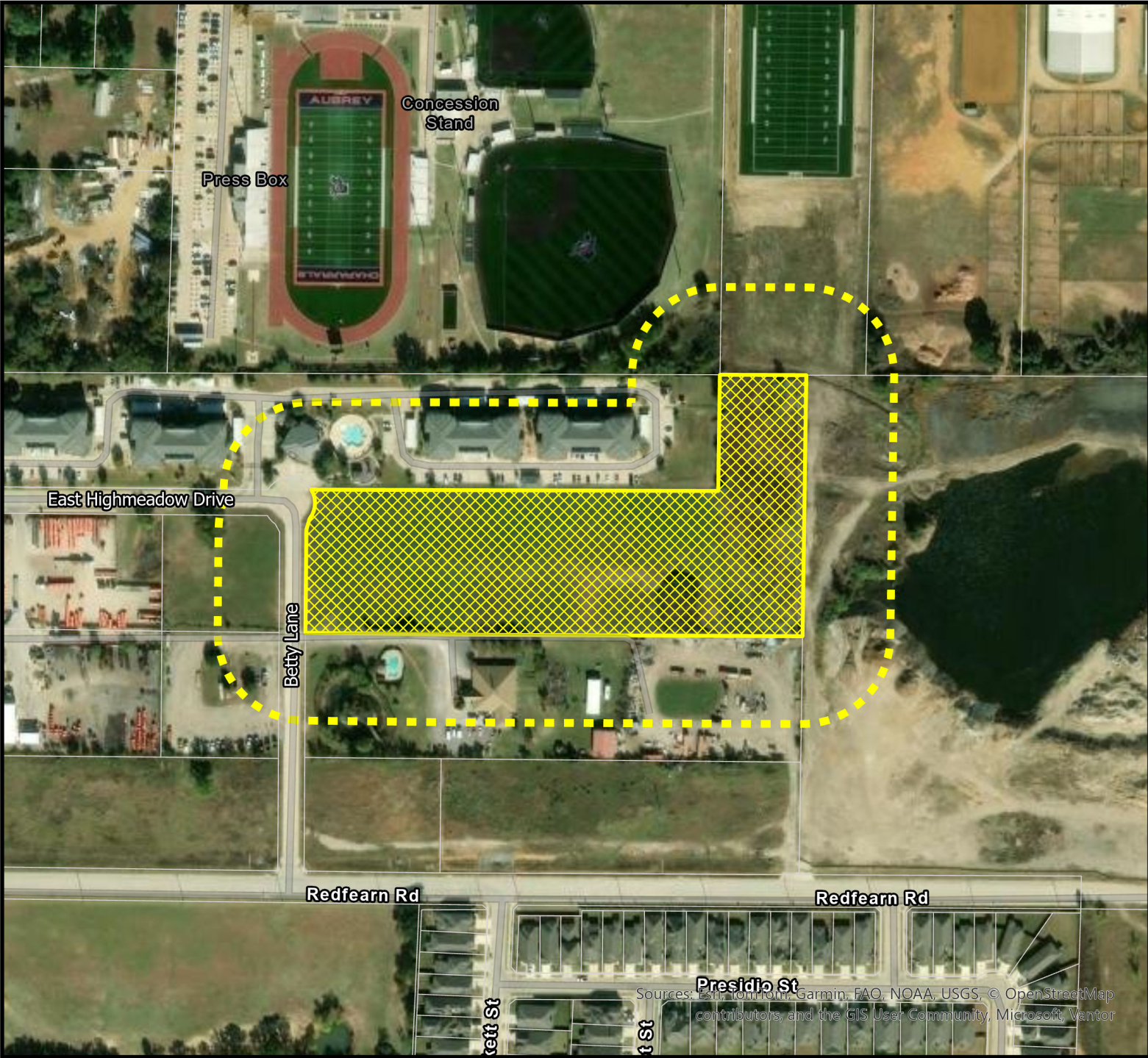
Approve with Conditions

Staff Recommended Motion

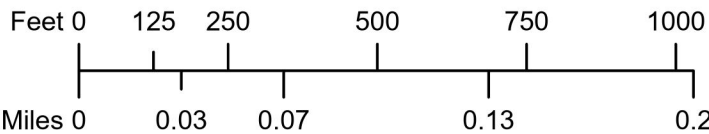
Motion to (approve, approve with conditions, or deny) the Garland Wilson Addition Final Replat, Lots 4R2-1 & 4R2-2, Block A.

200 FOOT PUBLIC HEARING NOTIFICATION MAP

Aubrey ISD

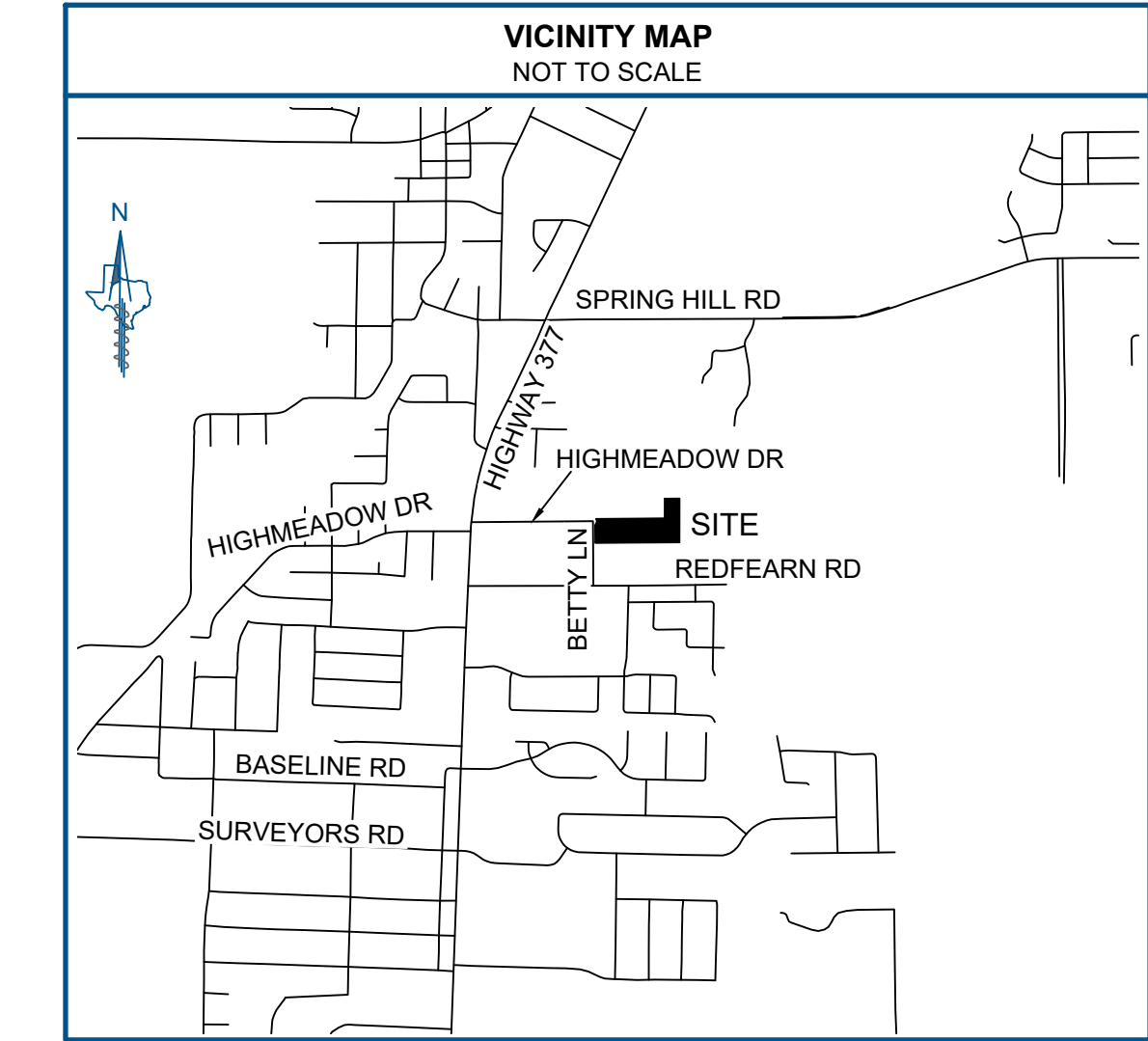


Sources: Esri, DeLorme, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Microsoft, Vantor



Legend

-  Aubrey ISD
-  200-foot Buffer
-  Parcels



GENERAL PLAT NOTES

- Electric service to be provided by CoServ Electric.
- Water service to be provided by The City of Aubrey.
- Sanitary sewer to be provided by The City of Aubrey.
- The maintenance of paving, grading and drainage improvements and/or easements shown on this plat are the responsibility of the individual property owners and does not constitute acceptance of same for maintenance purposes by City of Aubrey.
- All surface drainage easements shall be kept clear of fences, buildings, foundations, plantings and other obstructions to the operation and maintenance of the drainage facility.
- Blocking the flow of water or construction improvements in surface drainage easements, and filling or obstructing the floodway is prohibited.
- City of Aubrey, Denton County will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flooding conditions.
- The existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual property owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across the lots.
- Construction not complete within two years of the Commissioners Court approval shall be subject to current City Subdivision Rules and Regulations.
- A driveway culvert permit must be obtained from the Development Services Department by the owner of each lot prior to the construction, installation or placement of any driveway access improvements within the dedicated right-of-way.
- No construction, without written approval from City of Aubrey, Denton County shall be allowed within an identified "FIRM" floodplain area, and then only after a detailed floodplain development permit including engineering plans and studies show that no rise in the Base Flood Elevation (BFE) will result, that no flooding will result, that no obstruction to the natural flow of water will result, and subject to all owners of the property affected by such construction becoming a party to the request. Where construction is permitted, all finished floor elevations shall be a minimum of two feet above the 100-year flood elevation.
- City of Aubrey, Denton County shall not be responsible for maintenance of private streets, drives, emergency access easements, recreation areas and open spaces; and the owners shall be responsible for the maintenance of private streets, drives, emergency access easements, recreation areas and open spaces, and said owners agree to indemnify and hold harmless City of Aubrey, Denton County from all claims, damages and losses arising out of or resulting from performance of the obligations of said owners set forth in this paragraph.
- All interior property corners are marked with a 1/2" iron rod with a green plastic cap stamped "Eagle Surveying" unless otherwise noted.
- The purpose of this plat is to create two (2) lots of record from one (1) lot of record and to dedicate easements and right-of-way.
- The bearings and grid coordinates shown on this survey are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011) Texas North Central Zone (4202).
- Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law, and is subject to fines and/or withholding of utilities and building permits.
- This property is located in **Non-shaded Zone "X"** as scaled from the F.E.M.A. Flood Insurance Rate Map dated April 18, 2011 and is located in Community Number 480776 as shown on Map Number 48121C0265G. The location of the Flood Zone is approximate. For additional information regarding Flood Zone designation, please contact 1-(877) FEMA MAP.
- There are no open spaces or HOA lots proposed herein.

JOB NUMBER
2512.059-03
DATE
02-12-2026
REVISION
06-08-2026
DRAWN BY
MMF



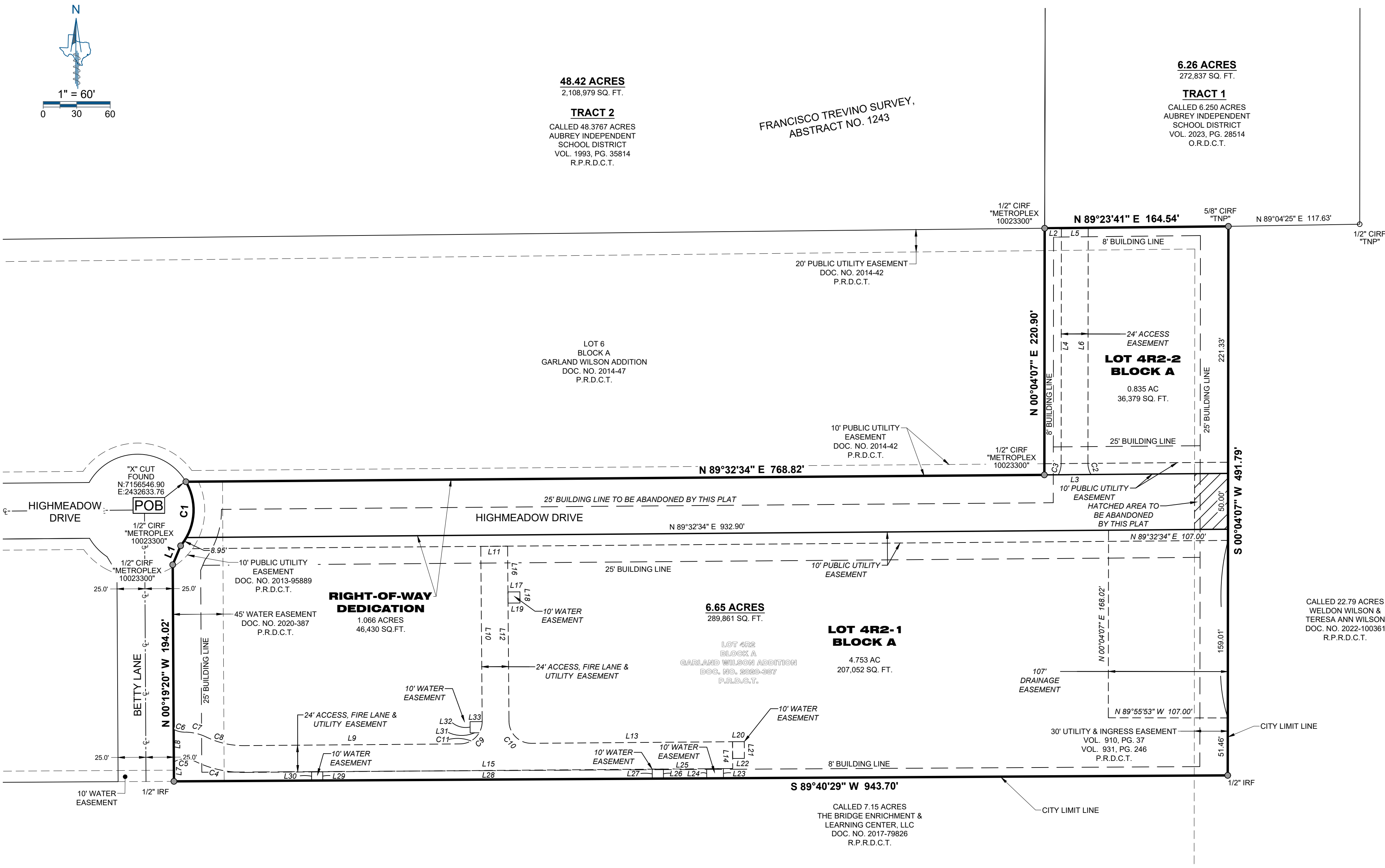
Eagle Surveying, LLC
222 South Elm Street
Suite: 200
Denton, TX 76201
940.222.3009
www.eaglesurveying.com
TX Firm # 10194177

LEGEND			
PG	= PAGE	DOC. NO.	= DOCUMENT NUMBER
VOL	= VOLUME	O.R.D.C.T.	= OFFICIAL RECORDS, DENTON COUNTY, TEXAS
POB	= POINT OF BEGINNING	D.R.D.C.T.	= DEED RECORDS, DENTON COUNTY, TEXAS
IRF	= IRON ROD FOUND	R.P.R.D.C.T.	= REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
CIRS	= CAPPED IRON ROD SET	P.R.D.C.T.	= PLAT RECORDS, DENTON COUNTY, TEXAS
MNS	= MAG NAIL SET		
BM	= BENCHMARK		
			= AREA TO BE ABANDONED BY THIS PLAT

SURVEYOR
Eagle Surveying, LLC
Contact: Richard Spicer, Jr.
222 S. Elm Street, Suite: 200
Denton, TX 76201
(940) 222-3009
platingdepartment@eaglesurveying.com

OWNER
Aubrey ISD
Contact: Eric Hough
415 Tidwell Lane
Aubrey, TX 76227
(940) 668-0060
ehough@aubreyisd.net

ENGINEERING
RLK Engineering
Contact: Rob Morse
111 W. Main Street
Allen, TX 75013
(972) 359-1733
rob@rlkengineering.com



CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DENTON §

I, **PATRICK MALLON**, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from and actual survey made on the ground and that the monuments shown hereon were found or placed with 1/2" iron rods capped "EAGLE SURVEYING" under my direction and supervision in accordance with the current provisions of the Texas administrative code and the ordinances of City of Aubrey, Denton County, Texas.

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

Patrick Mallon R.P.L.S. # 7170 DATE

STATE OF TEXAS §
COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared **PATRICK MALLON**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of the office this _____ day of _____, 20__.

Notary Public, State of Texas

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 22°36'32" E	18.42'
L2	N 89°23'41" E	15.00'
L3	S 89°32'34" W	29.36'
L4	N 00°04'07" E	211.12'
L5	N 89°23'41" E	24.00'
L6	S 00°04'07" W	211.23'
L7	N 00°19'20" W	17.44'
L8	N 00°19'20" W	29.16'
L9	N 89°32'34" E	193.30'
L10	N 00°27'26" W	156.78'
L11	N 89°32'34" E	24.00'
L12	S 00°27'26" E	156.78'
L13	N 89°32'34" E	180.05'
L14	S 00°19'31" E	24.00'
L15	S 89°32'34" W	437.29'
L16	S 00°27'26" E	41.00'
L17	N 89°32'34" E	10.70'
L18	S 00°27'26" E	10.00'
L19	S 89°32'34" W	10.70'
L20	N 89°40'29" E	10.50'
L21	S 00°19'31" E	15.00'
L22	S 89°40'29" W	10.50'
L23	S 00°27'26" E	8.63'
L24	N 00°27'26" W	8.60'
L25	S 89°31'33" W	38.72'
L26	S 00°19'31" E	8.50'
L27	N 00°19'31" W	8.50'
L28	S 89°32'18" W	295.10'
L29	S 00°19'31" E	7.80'
L30	N 00°19'31" W	7.80'
L31	S 89°32'34" W	8.00'
L32	N 00°27'26" W	10.00'
L33	N 89°32'34" E	10.81'

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING
C1	50.00'	61.33'	70°16'27"	N 04°04'07" E
C2	20.07'	10.25'	29°15'34"	S 15°48'07" E
C3	20.00'	10.29'	29°28'10"	N 14°48'25" E
C4	100.00'	46.05'	26°23'04"	N 77°15'54" W
C5	20.00'	19.44'	55°41'59"	S 88°04'38" W
C6	20.00'	10.26'	29°24'05"	S 75°38'23" E
C7	44.00'	20.17'	26°16'04"	S 77°12'23" E
C8	76.00'	35.00'	26°23'04"	S 77°15'54" E
C9	20.00'	31.42'	90°00'00"	N 44°32'34" E
C10	20.00'	31.42'	90°00'00"	S 45°27'26" E
C11	19.48'	20.73'	60°58'15"	N 59°41'19" E

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, **AUBREY ISD**, is the owner of a 6.654 acre tract of land out of the Francisco Trevino Survey, Abstract Number 1243, situated in the City of Aubrey, Denton County, Texas, being all of Lot 4R2, Block A, Garland Wilson Addition, an addition of record in Document Number 2020-387, Plat Records of Denton County, Texas, and being all of a tract of land conveyed to Aubrey ISD by deed of record in Document Number 2025-139507 of the Official Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING, at a "X" cut found in the South line of Lot 6, Block A, of Garland Wilson Addition, an Addition of record in Document Number 2014-47 of said Plat Records, at the westerly most Northwest corner of said Lot 4R2;

THENCE, N89°32'34"E, along the South line of said Lot 6, Block A, a distance of 768.82 feet to a 1/2 inch iron rod with yellow plastic cap stamped "METROPLEX 10023300" found at the Southeast corner of said Lot 6, Block A;

THENCE, N00°04'07"E, along the East line of said Lot 6, Block A, a distance of 220.90 feet to a 1/2 inch iron rod with yellow plastic cap stamped "METROPLEX 10023300" found at the Northeast corner of said Lot 6, Block A, same being the Southwest corner of a called Tract 1, 6.250 acre tract of land conveyed to Aubrey Independent School District by deed of record in Volume 2023, Page 28514 of the Official Records of Denton County, Texas;

THENCE, N89°23'41"E, along the South line of said Tract 1, 6.250 acre tract of land, a distance of 164.54 feet to a 5/8 inch iron rod with yellow plastic cap stamped "TNP" found, from which a 5/8 inch iron rod with yellow plastic cap stamped "TNP" found at the northernmost Northeast corner of said Lot 4R2, same being the Southeast corner of said Tract 1, 6.250 acre tract, bears N89°04'25"E, a distance of 117.63 feet;

THENCE, S00°04'07"W, along the East line of said Lot 4R2, a distance of 491.79 feet to a 1/2 inch iron rod found at the Southeast corner of said Lot 4R2;

THENCE, S89°40'29"W, along the South line of said Lot 4R2, a distance of 943.70 feet to a 1/2 inch iron rod found at the Southwest corner of said Lot 4R2, in the East right-of-way line of Highmeadow Drive;

THENCE, N00°19'20"W, along the common line of the West line of said Lot 4R2 and the East right-of-way line of Highmeadow Drive, a distance of 194.02 feet to a 1/2 inch iron rod with yellow plastic cap stamped "METROPLEX 10023300" found;

THENCE, N22°36'32"E, a distance of 18.42 feet to a 1/2 inch iron rod with yellow plastic cap stamped "METROPLEX 10023300" found at the beginning of a tangent curve to the left;

THENCE along said tangent curve to the left having a radius of 50.00 feet, a chord bearing of N04°40'47"E, a chord length of 57.55 feet, a delta angle of 70°16'27", and an arc length of 61.33 feet to the **POINT OF BEGINNING** and containing an area of 6.654 Acres, or (289,861 Square Feet) of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT **AUBREY ISD**, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as **GARLAND WILSON ADDITION, LOTS 4R2-1 and 4R2-2, BLOCK A**, 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.

FIRE LANE EASEMENT STATEMENT:

That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.

ACCESS EASEMENT STATEMENT:

The undersigned does covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of General Public vehicular and pedestrian use and access, and for Fire Department and emergency use, in, along, upon, and across said premises, with the right and privilege at all times of the City of Aubrey, its agents, employees, workmen, and representatives having ingress, egress, and regress in, along, upon, and across said premises.

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

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

OWNER: **AUBREY ISD**

By: _____
Signature Date

STATE OF TEXAS §
COUNTY OF _____ §

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

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

Notary Public in and for _____ County

My Commission Expires: _____

FINAL PLAT
**GARLAND WILSON
ADDITION**

LOTS 4R2-1 & 4R2-2, BLOCK A
1.066 ACRES RIGHT-OF-WAY DEDICATION

BEING A REPLAT OF
LOTS 4R1 THROUGH 4R2, BLOCK A
GARLAND WILSON ADDITION
RECORDED IN DOCUMENT NUMBER 2020-387,
P.R.D.C.T. OUT OF THE
FRANCISCO TREVINO SURVEY,
ABSTRACT NUMBER 1243
CITY OF AUBREY, DENTON COUNTY, TEXAS

PLAT PREPARED 02/12/2026

May 13, 2026

Shanda Guffee
City of Aubrey
107 S. Main St.
Aubrey, TX 76227

RE: Aubrey ISD Administration Building Replat Engineer's Summary Report

Mrs. Guffee,

This serves as the Engineer's Summary Report for the replat of the Garland Wilson Addition Lot 4R2 Block A property owned by Aubrey ISD.

The purpose of the proposed development is to construct a new Aubrey ISD Administration Building on a lot at the southeast corner of Highmeadow Drive and Betty Lane. As a part of the lot development, the property will be rezoned, Highmeadow Drive will be extended across the property, and a new 2-story 31,000 square foot building constructed. The dedication of the Highmeadow Drive extension will create two separate lots out of the original 6.654 acre lot. The new larger of the two lots to the south of Highmeadow Drive will be the site of the new Administration Building.

Site Details:

Existing Zoning: Multi-Family (MF) & Shopping Center (SC)

Proposed Zoning: Shopping Center (SC)

Overall Parent Lot Size: 6.654Ac. (Garland Wilson Addition Lot 4R2)

Two Remainder Lots: 4.753 Ac. (Lot 4R2-1) & 0.835 Ac. (Lot 4R2-2)

ROW Dedication: 1.066 Ac.

Land Use: School Administration Building

Proposed Building Size: 31,466 SF (2-Stories)

No. of Parking Stalls: 125

The development of the Highmeadow Drive Extension adds a public water line. The Administration Building site development adds a water line loop from the new Highmeadow Drive water line to the Betty Lane water line. Domestic and irrigation meters will be connected to the onsite water line loop. The fire protection line for the building will also connect to the onsite water loop. Onsite sewer lines for the Administration Building will connect to an existing public manhole at the corner of the Highmeadow Drive and Betty Lane. The smaller 0.835 Ac Lot 4R2-2 will need to be served by a future sewer line to the east as it will be in a different sewer basin. The City has provided a "Will Serve" letter for the Administration Building site related to water and sanitary sewer.

The majority of Lot 4R2-1 (Admin. Bldg.) and the entirety of Lot 4R2-2 drain to the east and onto the adjacent Weldon and Teresa Wilson tract. Lot 4R2-2 will remain undeveloped at this time but the development of Lot 4R2-1 will require a detention pond be constructed to limit the runoff to pre-development conditions. The new Highmeadow Drive extension will have a storm sewer system that will collect runoff from the lots and discharge to the Wilson tract.

At this time, no waivers/suspensions from provisions of the Subdivision regulations are being sought.

If you have any questions regarding the purpose of the Site Plan or need additional information, please let us know.

Cordially,

A handwritten signature in black ink, appearing to read "Rob Morse", written in a cursive style.

Rob Morse
RLK Engineering, Inc.
Firm No. 579



April 28, 2026

Rob Morse
RLK Engineering
111 W. Main St.
Allen, TX 75013

Re: Will-Serve Letter

To Whom It May Concern,

This letter serves to confirm that the City of Aubrey can provide utility services for the proposed development located at Parcel 964441, legally described as GARLAND WILSON ADDITION BLK A LOT 4R2.

This location is within the City of Aubrey's certified service area for retail sewer utility services. The City of Aubrey holds the exclusive right to provide retail sewer service within this territory under its Certificate of Convenience and Necessity (CCN) No. 20491 for sewer.

Additionally, the property lies within a dual CCN area shared by the City of Aubrey (CCN No. 11234) and Mustang Special Utility District (CCN No. 11856).

The City of Aubrey is willing to serve this property with sewer and water service.

If you have any questions or need additional information, please contact me at 940-440-9343.

Sincerely,

Shanda Guffee
Development Services Manager
City of Aubrey

CONSTRUCTION PLANS

AUBREY ISD ADMINISTRATION BUILDING

CITY OF AUBREY

DENTON COUNTY, TEXAS

Sheet List Table	
Sheet Number	Sheet Title
--	COVER SHEET
--	FINAL PLAT
CSA1	SITE PLAN
CPVA1	PAVING PLAN
CGRA1	GRADING PLAN
CDRA1	PRE-DEVELOPED DRAINAGE AREA MAP
CDRA2	POST-DEVELOPED DRAINAGE AREA MAP
CDRA3	DRAINAGE PLAN
CDRA4	DRAINAGE PROFILES
CDRA5	DRAINAGE CALCULATIONS
CDRA6	DETENTION CALCULATIONS
CWSA1	WATER & SANITARY SEWER PLAN
CWSA2	SANITARY SEWER PROFILES
CERA1	EROSION CONTROL
CERA2	EROSION CONTROL NOTES
CERA3	EROSION CONTROL DETAILS
CDTA1	ONSITE DETAILS
CDTA2	ONSITE DETAILS
CDTA3	CITY DETAILS
CDTA4	CITY DETAILS
CDTA5	CITY DETAILS
CDTA6	CITY DETAILS
CDTA7	CITY DETAILS
CDTA8	CITY DETAILS
CDTA9	TxDOT DETAILS

Prepared For

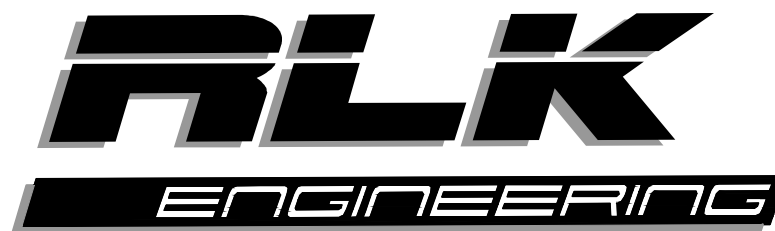
Aubrey Independent School District

415 Tisdell Lane

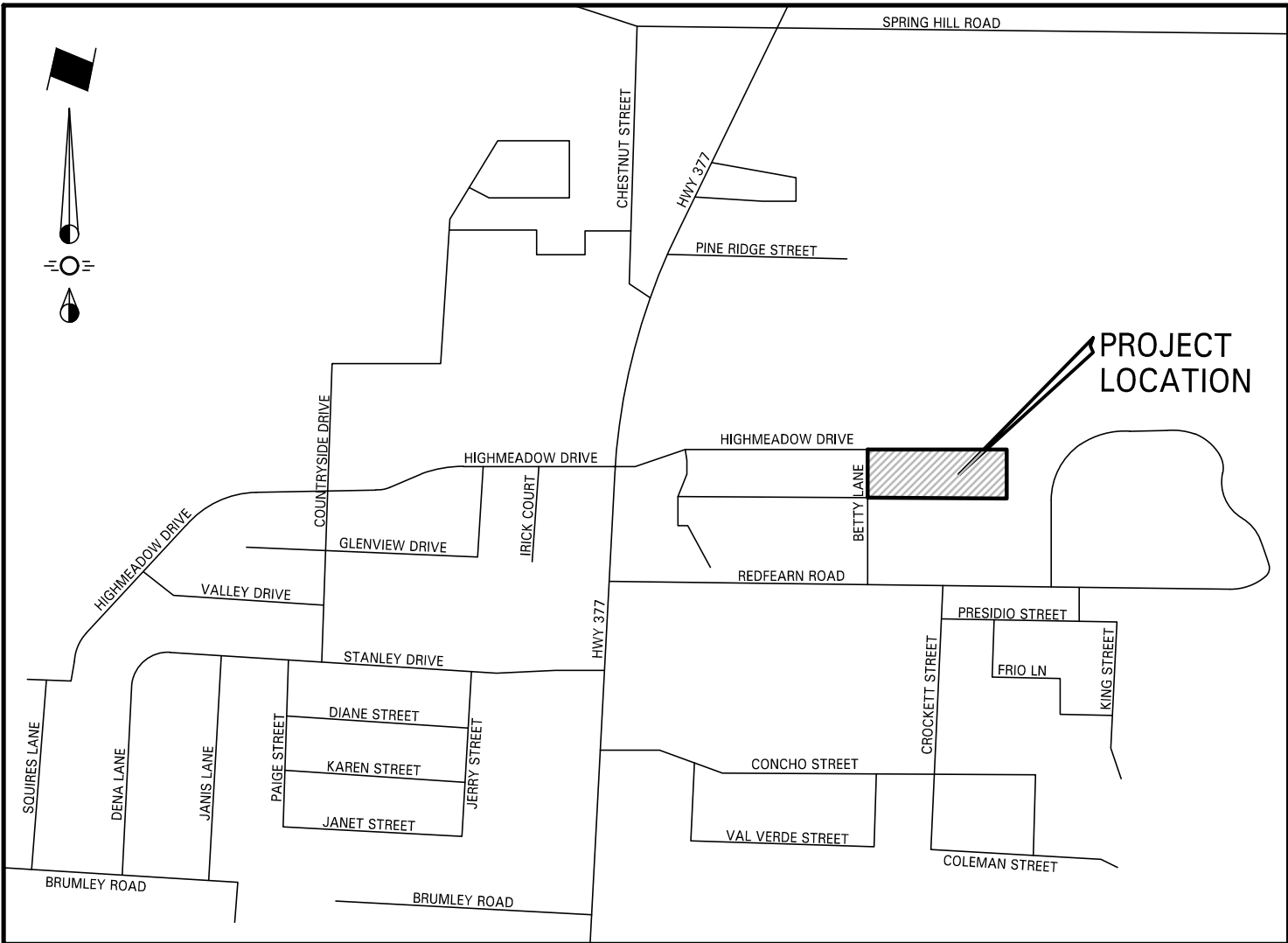
Aubrey, Texas 76227

Tel. 940 668-0060

Engineer

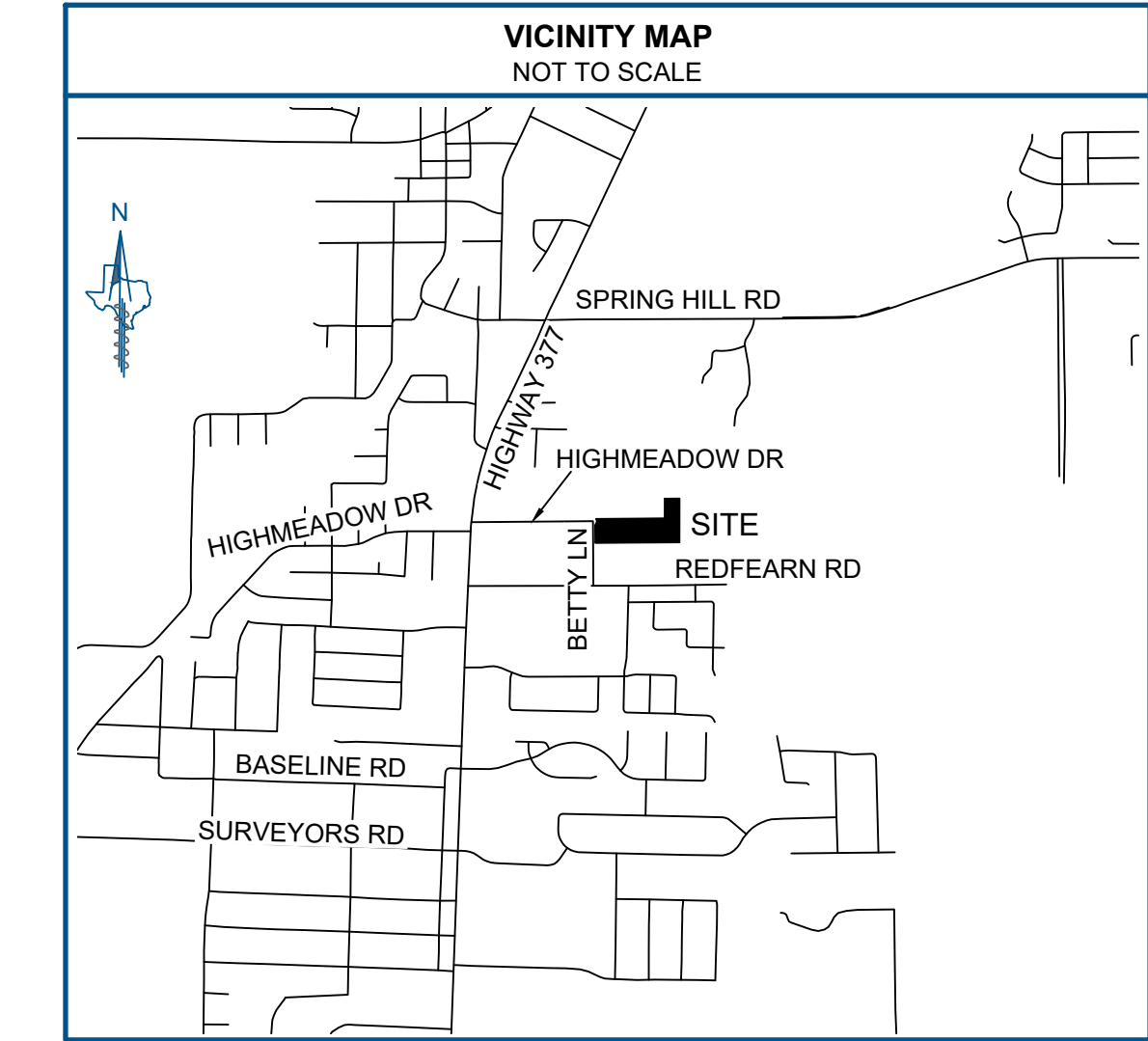


RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579



VICINITY MAP

N.T.S.



GENERAL PLAT NOTES

- Electric service to be provided by CoServ Electric.
- Water service to be provided by The City of Aubrey.
- Sanitary sewer to be provided by The City of Aubrey.
- The maintenance of paving, grading and drainage improvements and/or easements shown on this plat are the responsibility of the individual property owners and does not constitute acceptance of same for maintenance purposes by City of Aubrey.
- All surface drainage easements shall be kept clear of fences, buildings, foundations, plantings and other obstructions to the operation and maintenance of the drainage facility.
- Blocking the flow of water or construction improvements in surface drainage easements, and filling or obstructing the floodway is prohibited.
- City of Aubrey, Denton County will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flooding conditions.
- The existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual property owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across the lots.
- Construction not complete within two years of the Commissioners Court approval shall be subject to current City Subdivision Rules and Regulations.
- A driveway culvert permit must be obtained from the Development Services Department by the owner of each lot prior to the construction, installation or placement of any driveway access improvements within the dedicated right-of-way.
- No construction, without written approval from City of Aubrey, Denton County shall be allowed within an identified "FIRM" floodplain area, and then only after a detailed floodplain development permit including engineering plans and studies show that no rise in the Base Flood Elevation (BFE) will result, that no flooding will result, that no obstruction to the natural flow of water will result, and subject to all owners of the property affected by such construction becoming a party to the request. Where construction is permitted, all finished floor elevations shall be a minimum of two feet above the 100-year flood elevation.
- City of Aubrey, Denton County shall not be responsible for maintenance of private streets, drives, emergency access easements, recreation areas and open spaces; and the owners shall be responsible for the maintenance of private streets, drives, emergency access easements, recreation areas and open spaces, and said owners agree to indemnify and hold harmless City of Aubrey, Denton County from all claims, damages and losses arising out of or resulting from performance of the obligations of said owners set forth in this paragraph.
- All interior property corners are marked with a 1/2" iron rod with a green plastic cap stamped "Eagle Surveying" unless otherwise noted.
- The purpose of this plat is to create two (2) lots of record from one (1) lot of record and to dedicate easements and right-of-way.
- The bearings and grid coordinates shown on this survey are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011) Texas North Central Zone (4202).
- Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law, and is subject to fines and/or withholding of utilities and building permits.
- This property is located in **Non-shaded Zone "X"** as scaled from the F.E.M.A. Flood Insurance Rate Map dated April 18, 2011 and is located in Community Number 480776 as shown on Map Number 48121C0265G. The location of the Flood Zone is approximate. For additional information regarding Flood Zone designation, please contact 1-(877) FEMA MAP.
- There are no open spaces or HOA lots proposed herein.

JOB NUMBER
2512.059-03
DATE
02-12-2026
REVISION
06-08-2026
DRAWN BY
MMF



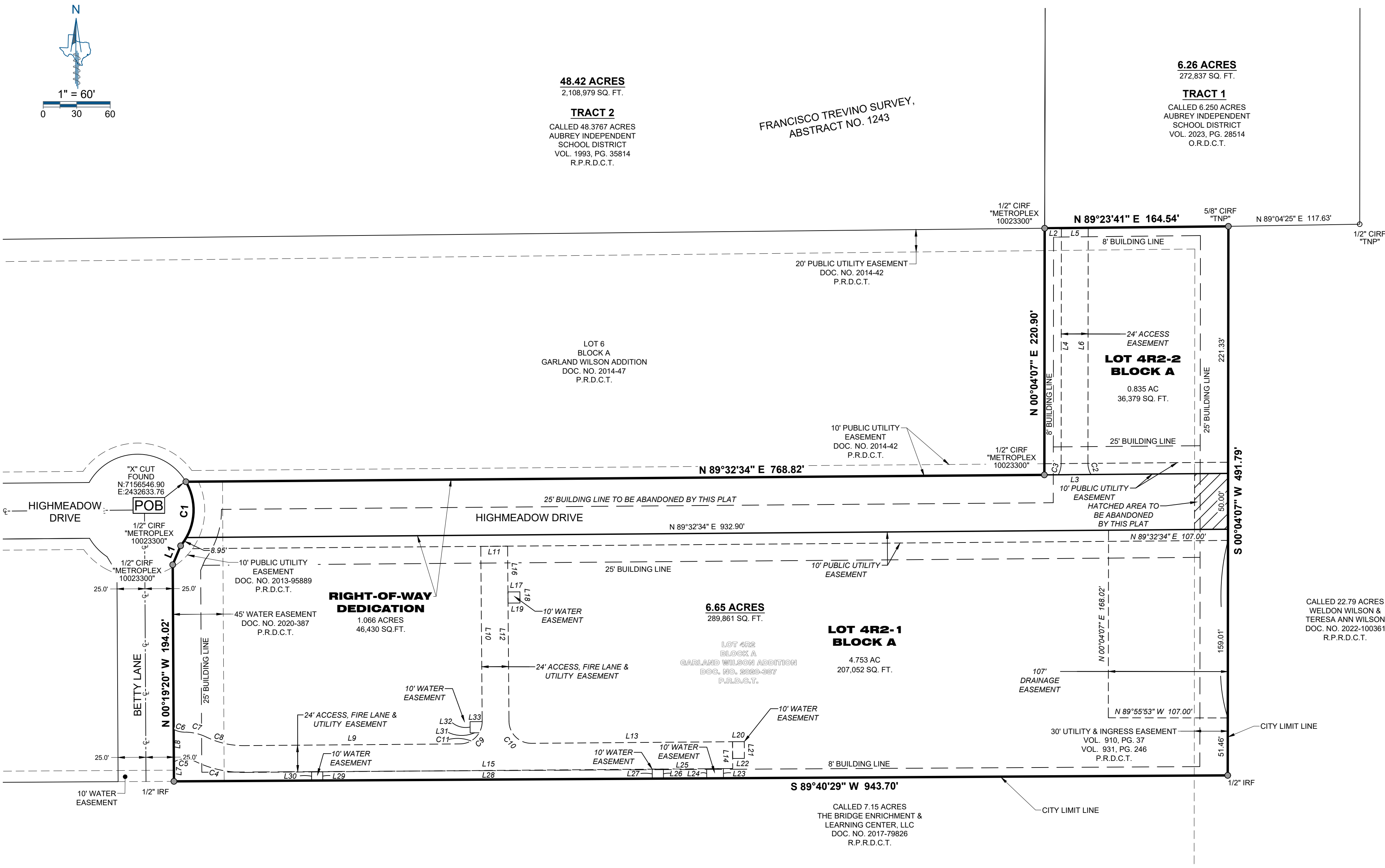
Eagle Surveying, LLC
222 South Elm Street
Suite: 200
Denton, TX 76201
940.222.3009
www.eaglesurveying.com
TX Firm # 10194177

LEGEND			
PG	= PAGE	DOC. NO.	= DOCUMENT NUMBER
VOL	= VOLUME	O.R.D.C.T.	= OFFICIAL RECORDS, DENTON COUNTY, TEXAS
POB	= POINT OF BEGINNING	D.R.D.C.T.	= DEED RECORDS, DENTON COUNTY, TEXAS
IRF	= IRON ROD FOUND	R.P.R.D.C.T.	= REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
CIRS	= CAPPED IRON ROD SET	P.R.D.C.T.	= PLAT RECORDS, DENTON COUNTY, TEXAS
MNS	= MAG NAIL SET		
BM	= BENCHMARK		
			= AREA TO BE ABANDONED BY THIS PLAT

SURVEYOR
Eagle Surveying, LLC
Contact: Richard Spicer, Jr.
222 S. Elm Street, Suite: 200
Denton, TX 76201
(940) 222-3009
platingdepartment@eaglesurveying.com

OWNER
Aubrey ISD
Contact: Eric Hough
415 Tidwell Lane
Aubrey, TX 76227
(940) 668-0060
ehough@aubreyisd.net

ENGINEERING
RLK Engineering
Contact: Rob Morse
111 W. Main Street
Allen, TX 75013
(972) 359-1733
rob@rlkengineering.com



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 22°36'32" E	18.42'
L2	N 89°23'41" E	15.00'
L3	S 89°32'34" W	29.36'
L4	N 00°04'07" E	211.12'
L5	N 89°23'41" E	24.00'
L6	S 00°04'07" W	211.23'
L7	N 00°19'20" W	17.44'
L8	N 00°19'20" W	29.16'
L9	N 89°32'34" E	193.30'
L10	N 00°27'26" W	156.78'
L11	N 89°32'34" E	24.00'
L12	S 00°27'26" E	156.78'
L13	N 89°32'34" E	180.05'
L14	S 00°19'31" E	24.00'
L15	S 89°32'34" W	437.29'
L16	S 00°27'26" E	41.00'
L17	N 89°32'34" E	10.70'
L18	S 00°27'26" E	10.00'
L19	S 89°32'34" W	10.70'
L20	N 89°40'29" E	10.50'
L21	S 00°19'31" E	15.00'
L22	S 89°40'29" W	10.50'
L23	S 00°27'26" E	8.63'
L24	N 00°27'26" W	8.60'
L25	S 89°31'33" W	38.72'
L26	S 00°19'31" E	8.50'
L27	N 00°19'31" W	8.50'
L28	S 89°32'18" W	295.10'
L29	S 00°19'31" E	7.80'
L30	N 00°19'31" W	7.80'
L31	S 89°32'34" W	8.00'
L32	N 00°27'26" W	10.00'
L33	N 89°32'34" E	10.81'

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING
C1	50.00'	61.33'	70°16'27"	N 04°04'07" E
C2	20.07'	10.25'	29°15'34"	S 15°48'07" E
C3	20.00'	10.29'	29°28'10"	N 14°48'25" E
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C5	20.00'	19.44'	55°41'59"	S 88°04'38" W
C6	20.00'	10.26'	29°24'05"	S 75°38'23" E
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CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DENTON §

I, **PATRICK MALLON**, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from and actual survey made on the ground and that the monuments shown hereon were found or placed with 1/2" iron rods capped "EAGLE SURVEYING" under my direction and supervision in accordance with the current provisions of the Texas administrative code and the ordinances of City of Aubrey, Denton County, Texas.

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

Patrick Mallon R.P.L.S. # 7170 DATE

STATE OF TEXAS §
COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared **PATRICK MALLON**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of the office this _____ day of _____, 20__.

Notary Public, State of Texas

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COUNTY OF DENTON §

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ACCESS EASEMENT STATEMENT:

The undersigned does covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of General Public vehicular and pedestrian use and access, and for Fire Department and emergency use, in, along, upon, and across said premises, with the right and privilege at all times of the City of Aubrey, its agents, employees, workmen, and representatives having ingress, egress, and regress in, along, upon, and across said premises.

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

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

OWNER: **AUBREY ISD**

By: _____
Signature Date

STATE OF TEXAS §
COUNTY OF _____ §

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

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

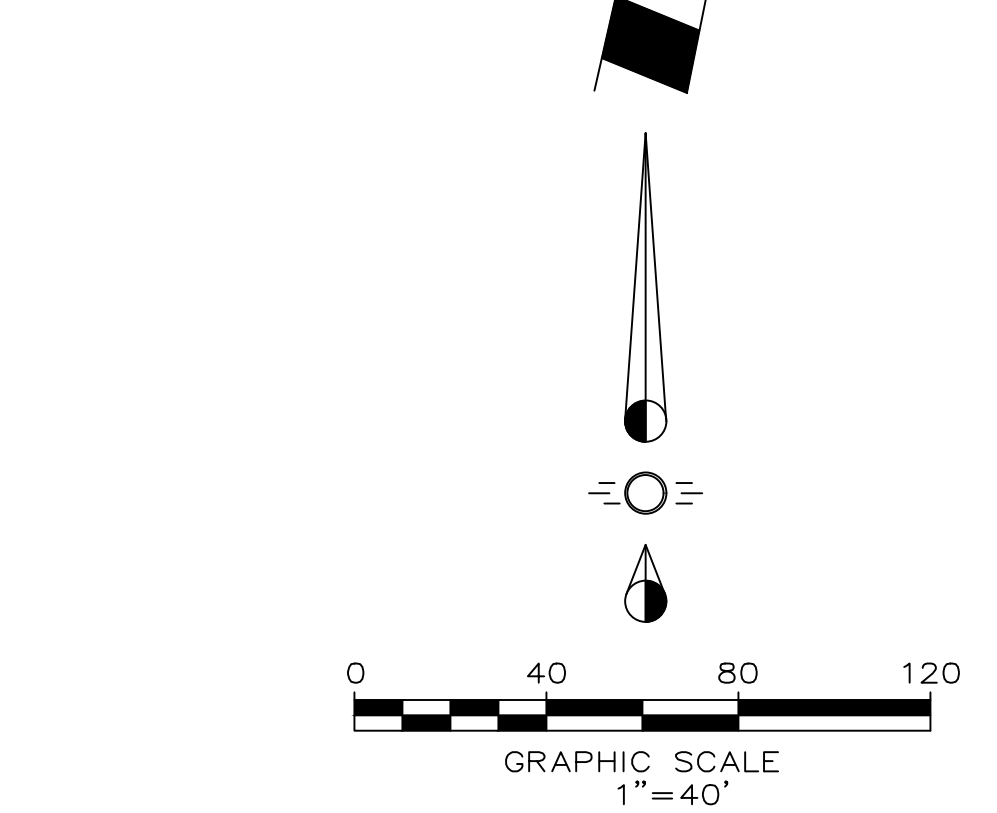
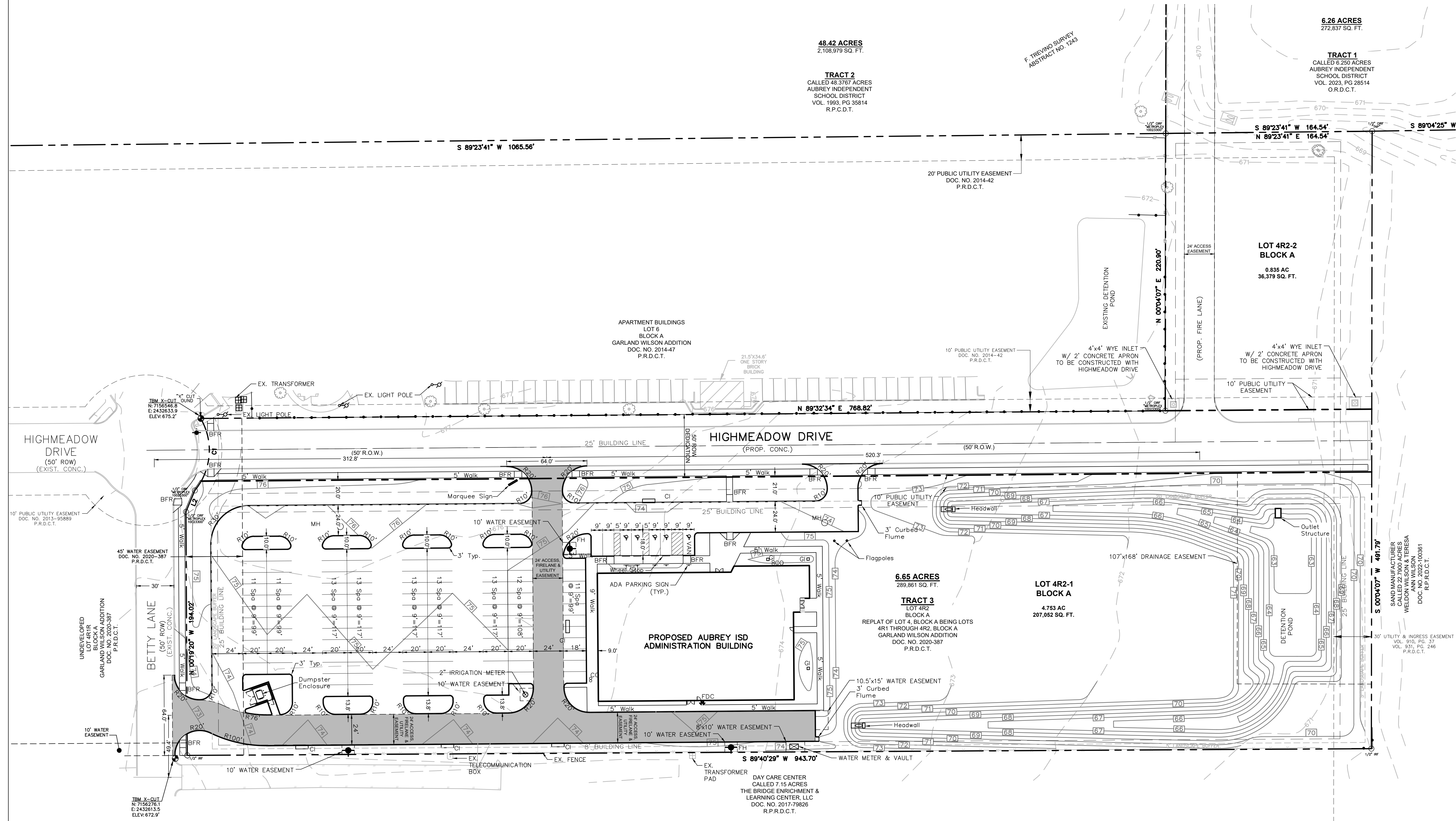
Notary Public in and for _____ County

My Commission Expires: _____

FINAL PLAT
**GARLAND WILSON
ADDITION**
LOTS 4R2-1 & 4R2-2, BLOCK A
1.066 ACRES RIGHT-OF-WAY DEDICATION

BEING A REPLAT OF
LOTS 4R1 THROUGH 4R2, BLOCK A
GARLAND WILSON ADDITION
RECORDED IN DOCUMENT NUMBER 2020-387,
P.R.D.C.T. OUT OF THE
FRANCISCO TREVINO SURVEY,
ABSTRACT NUMBER 1243
CITY OF AUBREY, DENTON COUNTY, TEXAS

PLAT PREPARED 02/12/2026



LEGEND	
	PROPOSED CONCRETE (FIRE LANE)
GI	GRATE INLET
CI	CURB INLET
FH	FIRE HYDRANT
BFR	BARRIER FREE RAMP
CO	CLEANOUT
MH	MANHOLE
	SIGN
- - - 672 - - -	EXISTING CONTOUR
	PROPOSED CONTOURS

SITE SUMMARY CHART	
ZONING	SHOPPING CENTER (SC)
PROPOSED USE	PUBLIC/INSTITUTIONAL
LOT SIZE NET	207,052 SF = 4.753 AC
LOT SIZE GROSS	207,052 SF = 4.753 AC
BUILDING SQUARE FOOTAGE	31,486 SF
NUMBER OF FLOORS	2
FIRST FLOOR SQUARE FOOTAGE	16,076 SF
SECOND FLOOR SQUARE FOOTAGE	15,390 SF
LOT COVERAGE	7.8% (16,076/207,052)
FLOOR AREA RATIO	0.152
BUILDING HEIGHT (MAX.)	38'-0"
PARKING REQUIRED (1 per 300 SF floor area)	105 spaces
PARKING PROVIDED	REG = 112 HC = 5 TOTAL = 117 spaces
ADA PARKING REQUIRED	5 spaces
ADA PARKING PROVIDED	5 spaces

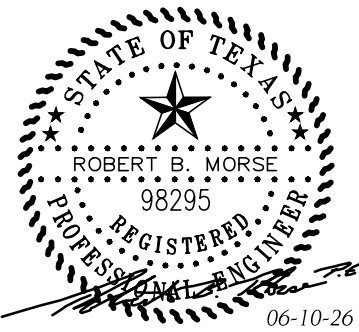
- SITE NOTES**
- The sanitation container screening walls shall be brick masonry, stone masonry, or other architectural masonry finish, including a metal gate primed and painted, and the sanitation container screening walls, gate, and pad site shall be constructed in accordance with the city design specifications.
 - Mechanical and heating and air-conditioning equipment in nonresidential uses shall be screened from view from the public right-of-way and from adjacent residential properties.
 - The lighting for the subject property will be constructed and operated in conformance with the City of Aubrey Zoning Ordinance.

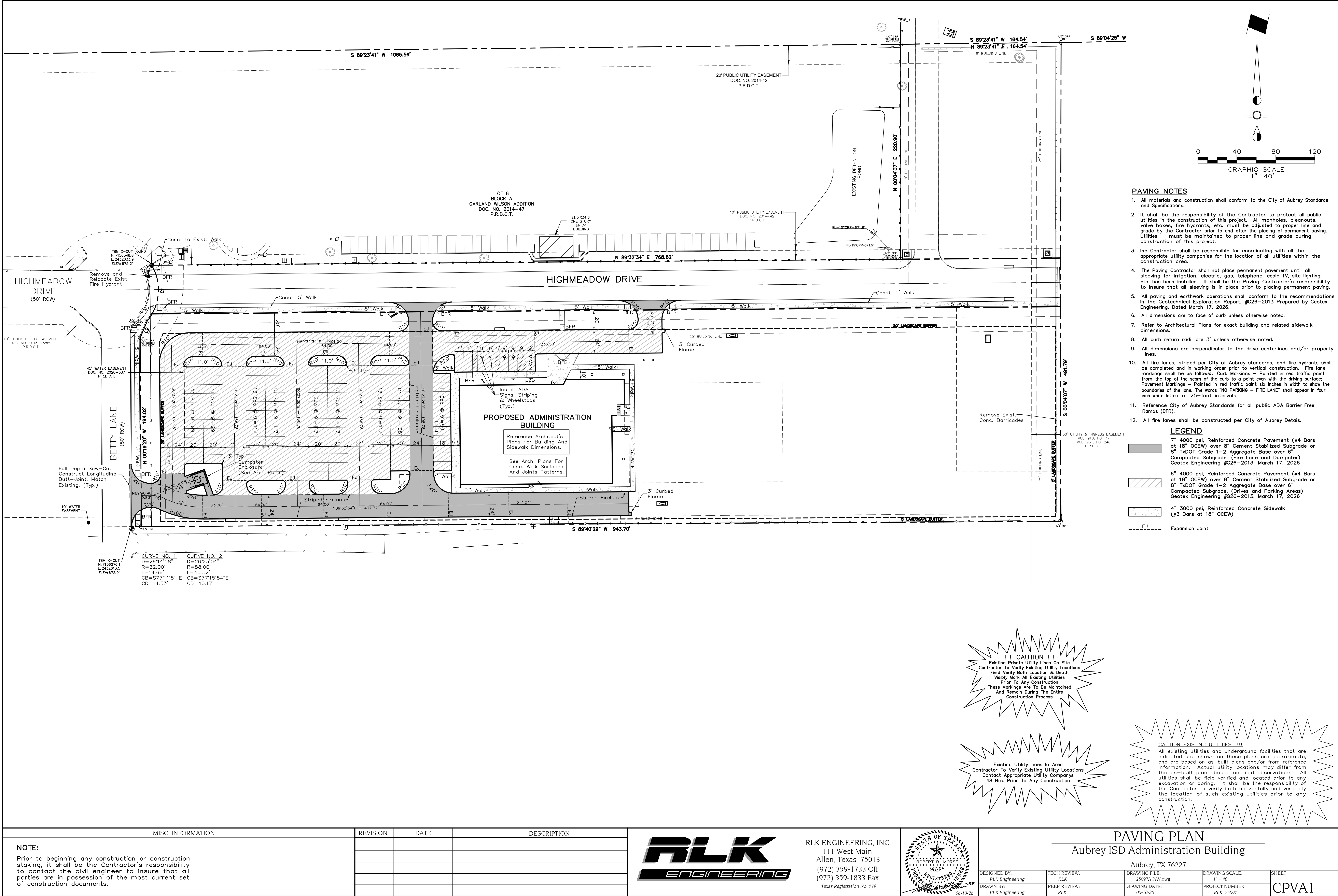
**SITE PLAN
AUBREY ADMINISTRATIVE
BUILDING
1.066 ACRES RIGHT-OF-WAY DEDICATION**

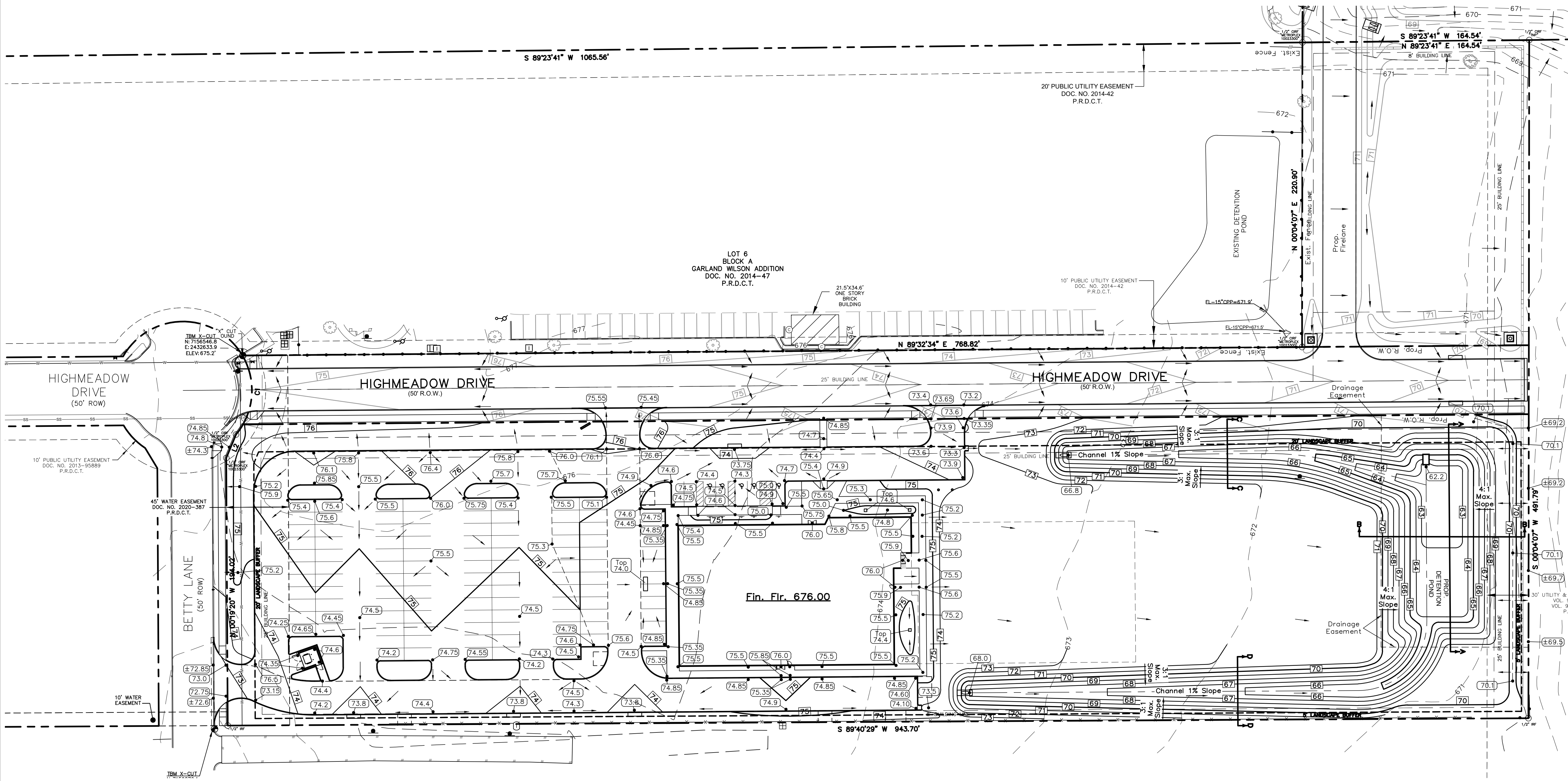
**BEING 6.654 ACRES OF LAND OUT OF
THE JAMES CP MELTON SURVEY,
ABSTRACT NUMBER 802
DENTON COUNTY, TEXAS**

Prepared For:
Aubrey Independent School District
415 Tisdell Lane
Aubrey, Texas 76227
Ph: 940.668.0060

Engineer:
RLK Engineering, Inc.
111 West Main
Allen, Texas 75013
Texas Registration #579
Ph: 972.359.1733
Fax: 972.359.1833
Date: 06-10-26

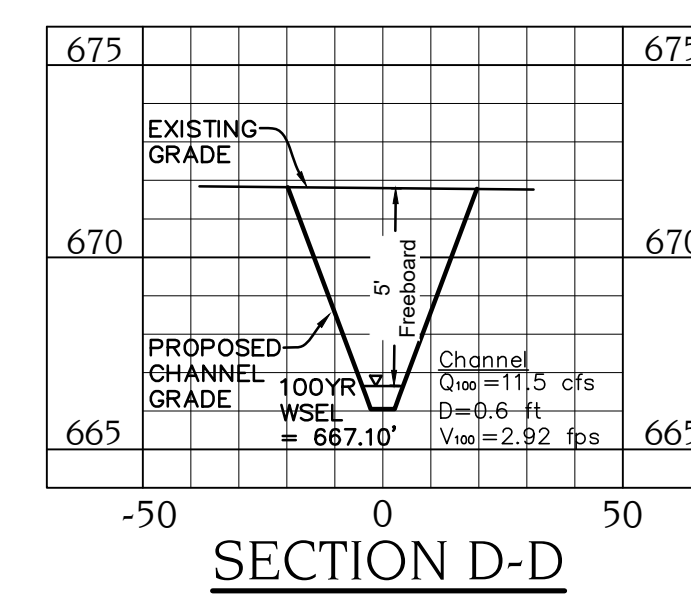
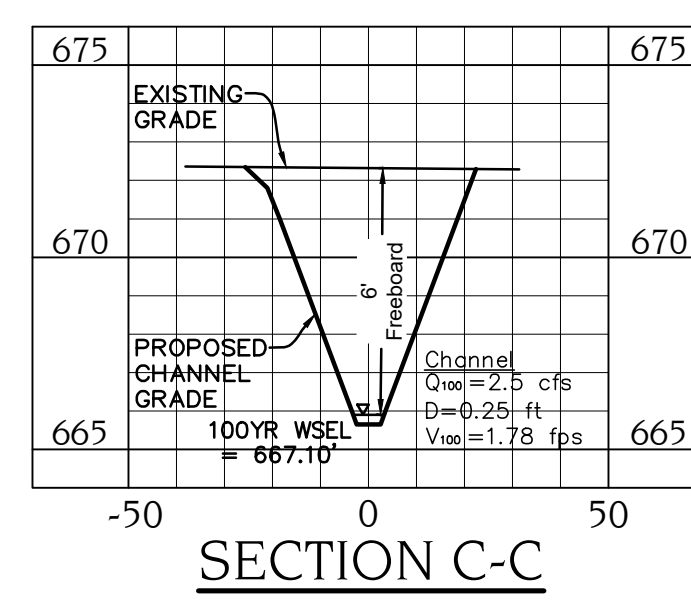
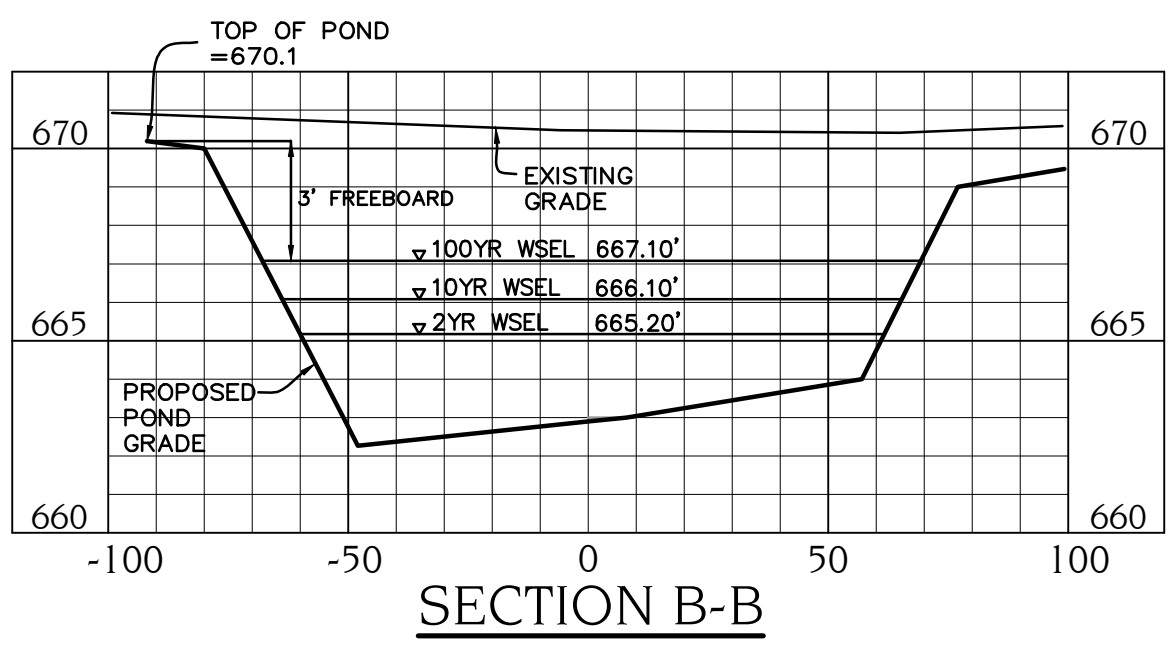
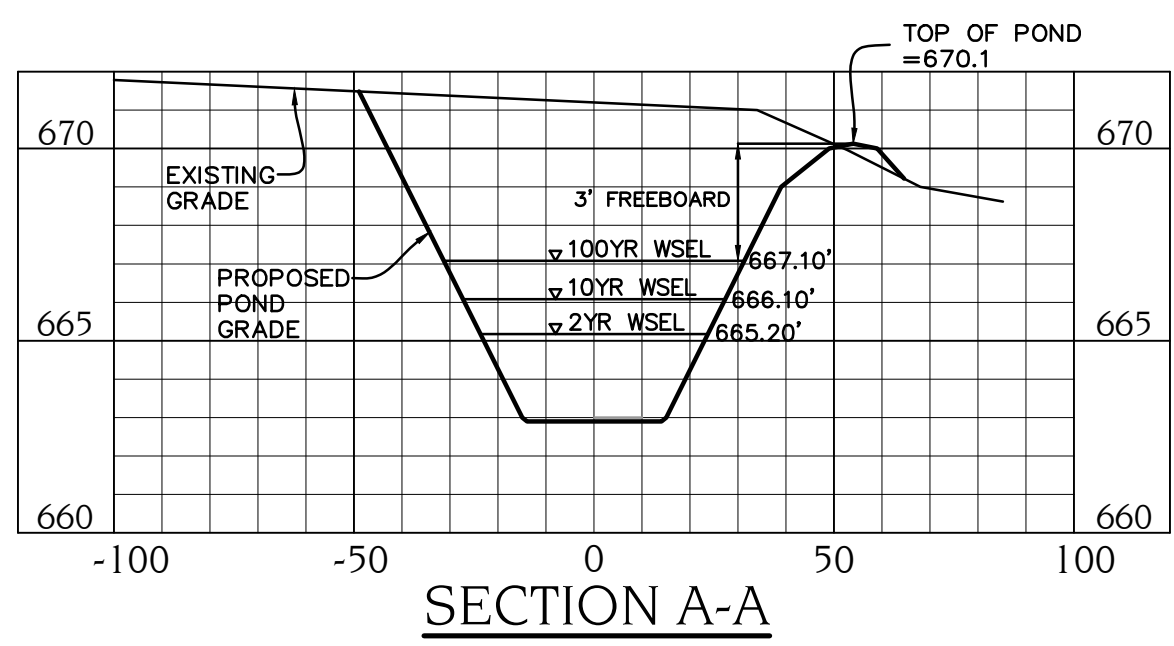






- GRADING NOTES**
1. All materials and construction shall conform to the City Standards and Specifications, and North Central Texas Council of Governments Standard Specifications for Public Works Construction, Latest Edition.
 2. Prior to starting construction, the Contractor shall make certain that all required permits and approvals have been obtained. No construction or fabrication shall begin until the Contractor has received and thoroughly reviewed all plans and other documents approved by all of the permitting authorities.
 3. In the event an item is not covered in the City's specs., the City Engineer's decision shall apply.
 4. Contractor shall meet O.S.H.A. requirements for trench safety.
 5. Barricading, traffic control, and project signs shall conform To Texas Department of Transportation.
 6. The Contractor shall verify the suitability of all existing and proposed site conditions, including grades and dimensions before commencement of any construction. In the event of any conflict, and prior to commencement of any construction, immediately notify Engineer. Minor adjustments of finish grade to accomplish spot drainage are acceptable if necessary, upon prior approval of Engineer. All paving installed shall "flush out" at any juncture with existing paving. All islands shall be crowned to allow positive drainage over top of curb.
 7. The locations of underground utilities shown on this plan are based on field surveys and local utility company records. It shall be the Contractor's full responsibility to contact the various utility companies to locate their utilities prior to starting construction. Any damage to existing utilities is to be repaired at Contractor's expense.
 8. Proposed spot elevations are finished grade elevations.
 9. All subgrade preparation shall be as directed in accordance with the Geotechnical Report, G26-2013, Prepared by Geotex Engineering, Dated March 17, 2026.
 10. All proposed grades in landscaped areas are finished grade elevations. Contractor to allow for seeding or sodding of these areas.
 11. Any damage to adjoining property during construction shall be repaired to pre construction conditions or better at the expense of the Contractor.
 12. Erosion control shall be in place prior to the disturbance of any existing surface.
 13. All sidewalk slopes including crosswalks, shall not exceed the following ADA requirements
1:20 longitudinal (along the walk)
1:50 per foot transverse (across the walk)
 14. All accessible parking space slopes including walks aisles, shall not exceed 2:0% or 1:50 in any direction.
 15. It shall be the Contractor's responsibility to remove excess earthwork material from the site at no additional cost to the owner.
 16. If additional earthwork material is required to achieve the grades indicated, it shall be imported by the Contractor at no additional cost to the owner.
 17. Maximum slope shall not exceed 4:1.

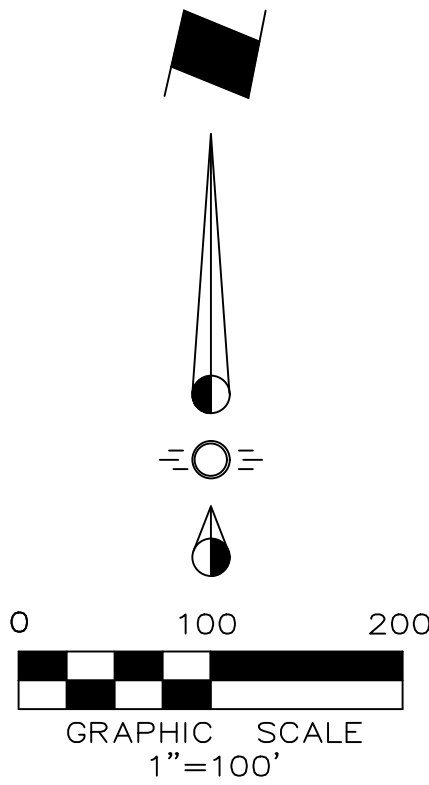
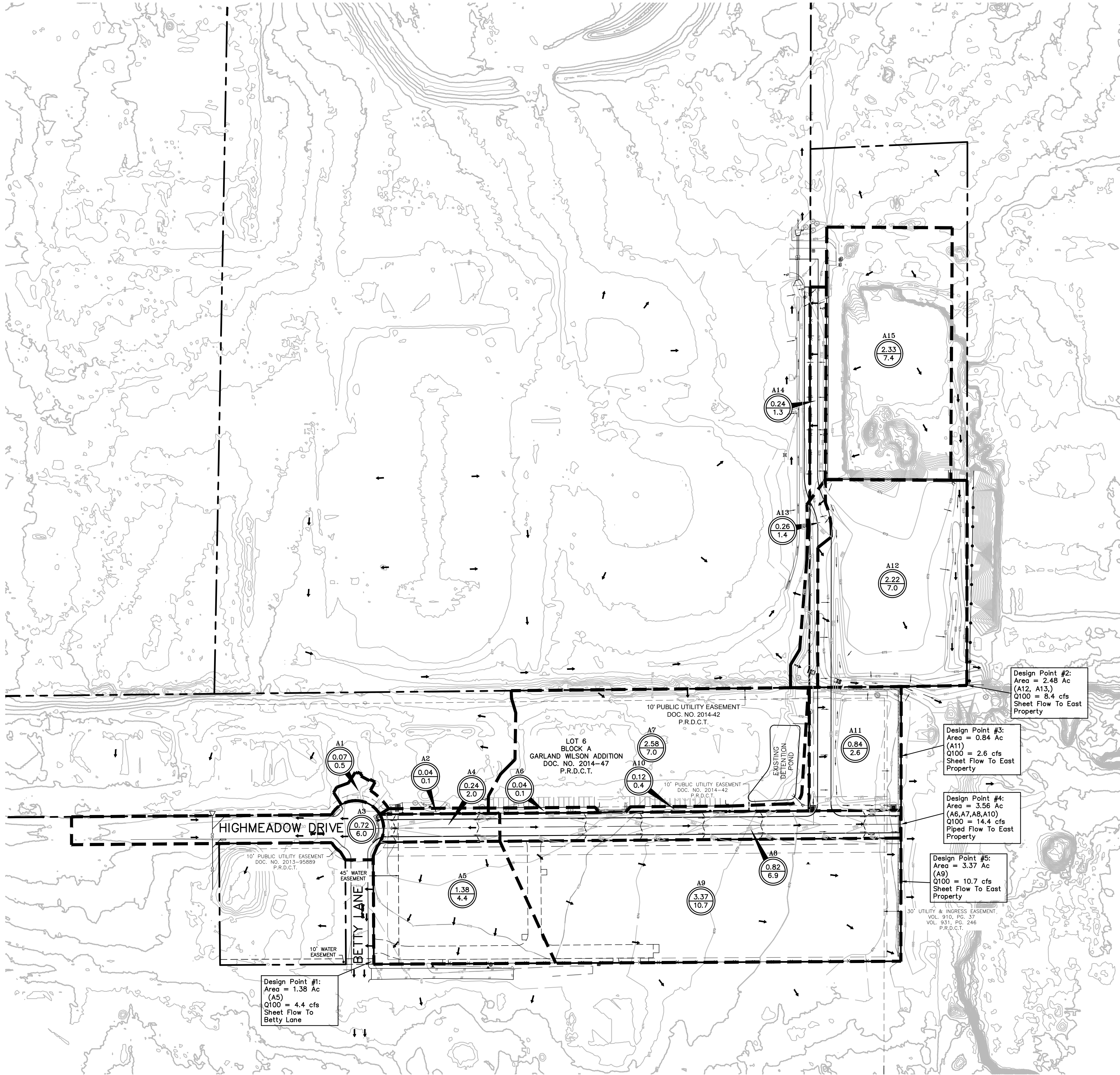
- LEGEND**
- Proposed Spot Elevation
 - Existing Spot Elevation
 - Proposed Contour
 - Existing Contour
 - Direction of Flow



CAUTION EXISTING UTILITIES LHM

All existing utilities and underground facilities that are indicated and shown on these plans are approximate, and are based on as-built plans and/or from reference information. Actual utility locations may differ from the as-built plans based on field observations. All utilities shall be field verified and located prior to any excavation or boring. It shall be the responsibility of the Contractor to verify both horizontally and vertically the location of such existing utilities prior to any construction.

MISC. INFORMATION		REVISION	DATE	DESCRIPTION		RLK ENGINEERING, INC. 111 West Main Allen, Texas 75013 (972) 359-1733 Off (972) 359-1833 Fax Texas Registration No. 579		GRADING PLAN			Aubrey ISD Administration Building Aubrey, TX 76227	DESIGNED BY:	TECH REVIEW:	DRAWING FILE:	DRAWING SCALE:	SHEET:
NOTE: Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.												RLK Engineering	RLK	25097A GRAD.dwg	1" = 40'	CGRA1
												RLK Engineering	RLK	06-10-26	PROJECT NUMBER: RLK-25097	



DRAINAGE AREA TABLE							
DRAINAGE AREA NO.	AREA (ac)	ANTECEDENT FACTOR	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I" *100 (in/hr)	TOTAL FLOW Q100 (cfs)	COLLECTION POINT
A1	0.07	1.00	0.80	10	9.24	0.5	SHEET FLOW TO HIGHMEADOW DR
A2	0.04	1.00	0.40	15	7.91	0.1	SHEET FLOW ONSITE SOUTH
A3	0.72	1.00	0.90	10	9.24	6.0	FLOWS TO INLET ON HIGHMEADOW DR
A4	0.24	1.00	0.90	10	9.24	2.0	FLOWS WEST TO A3
A5	1.38	1.00	0.40	15	7.91	4.4	SHEET FLOW OFFSITE SOUTHWEST
A6	0.04	1.00	0.40	15	7.91	0.1	SHEET FLOW TO A8
A7	2.58	1.00	0.30	10	9.24	7.0	EXISTING DETENTION POND RELEASE
A8	0.82	1.00	0.90	10	9.24	6.9	FLOW EAST TO INLET
A9	3.37	1.00	0.40	15	7.91	10.7	SHEET FLOW OFFSITE EAST
A10	0.12	1.00	0.40	15	7.91	0.4	SHEET FLOW TO A11
A11	0.84	1.00	0.40	15	7.91	2.6	FLOW TO WYE INLET
A12	2.22	1.00	0.40	15	7.91	7.0	FLOWS TO SOUTHEAST
A13	0.26	1.00	0.70	15	7.91	1.4	FLOWS TO CULVERT
A14	0.24	1.00	0.70	15	7.91	1.3	FLOWS TO FLUME EAST
A15	2.33	1.00	0.40	15	7.91	7.4	FLOWS TO SOUTH

PRE-DEVELOPMENT DRAINAGE CRITERIA

Drainage Calculation Methodology: Rational Method
 $Q = C I A$
 $C = \text{VARIES}$
 $Cf = 1.00$
 $I_{100} = \text{VARIES (Per NOAA 14)}$
 $tc = \text{VARIES}$

Area in Acres
 Q_{100} in cfs

PRE-DEVELOPMENT LEGEND

---746--- Existing Contour
--- Existing Drainage Divide
→ Flow Arrow

CAUTION EXISTING UTILITIES !!!

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MISC. INFORMATION

NOTE:

Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.

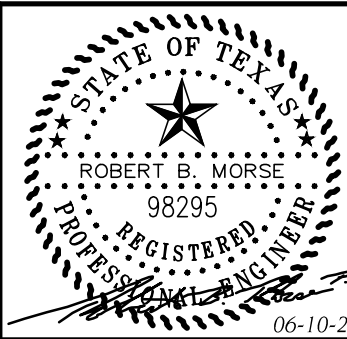
REVISION

DATE

DESCRIPTION



RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579



PRE-DEVELOPED DRAINAGE AREA MAP
Aubrey ISD Administration Building

Aubrey, TX 76227

DESIGNED BY:
RLK Engineering

TECH REVIEW:
RLK

DRAWING FILE:
25097A EDAM.dwg

DRAWING SCALE:
1" = 100'

SHEET:

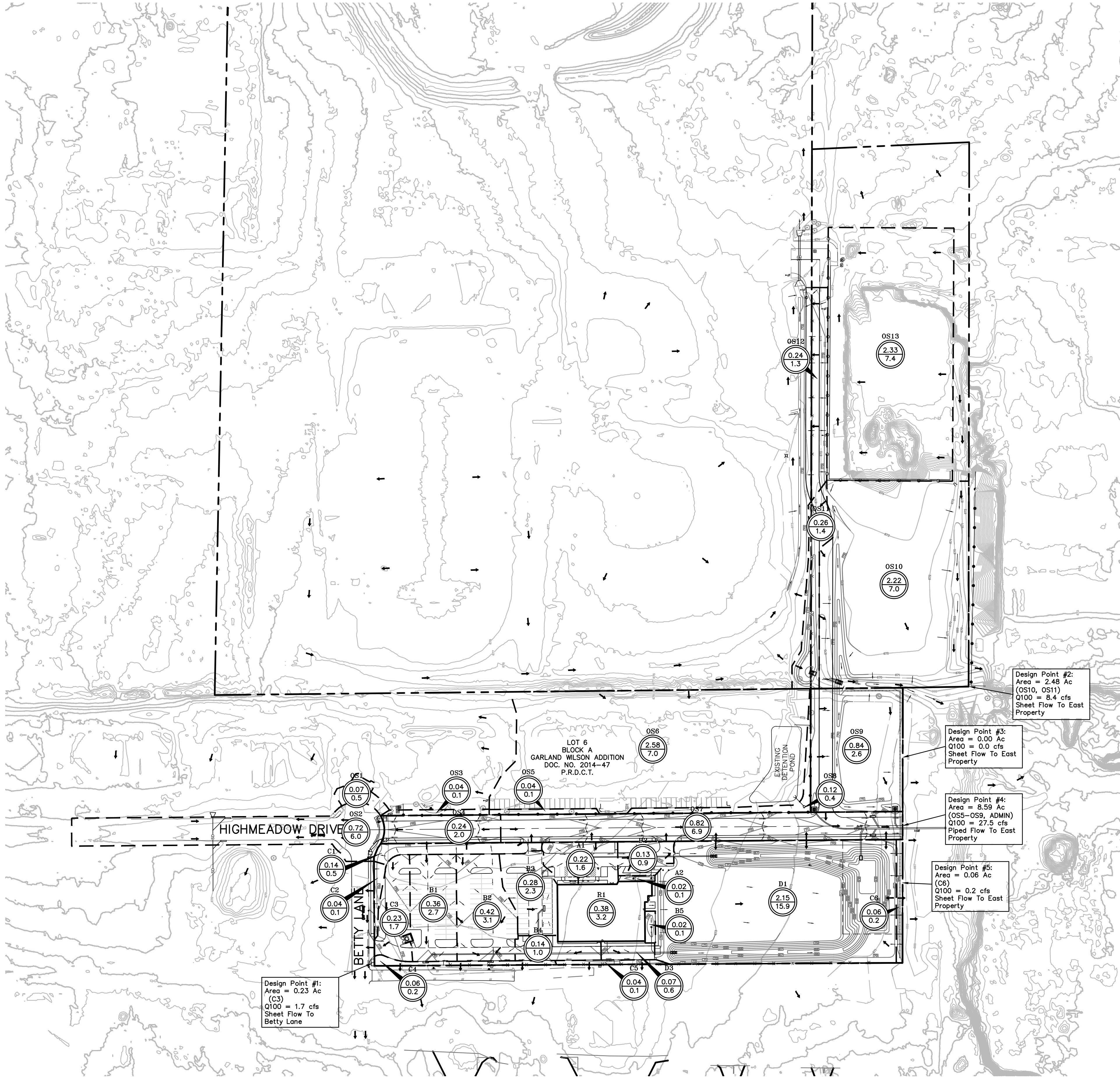
DRAWN BY:
RLK Engineering

PEER REVIEW:
RLK

DRAWING DATE:
06-10-26

PROJECT NUMBER:
RLK-25097

CDRA1



DRAINAGE AREA TABLE							
DRAINAGE AREA NO.	AREA (ac)	ANTECEDENT FACTOR	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I"100 (in/hr)	TOTAL FLOW Q100 (cfs)	COLLECTION POINT
A1	0.22	1.00	0.80	10	9.24	1.6	LINE A
A2	0.02	1.00	0.40	10	9.24	0.1	LINE A
B1	0.36	1.00	0.80	10	9.24	2.7	LINE B
B2	0.42	1.00	0.80	10	9.24	3.1	LINE B
B3	0.28	1.00	0.90	10	9.24	2.3	LINE B
B4	0.14	1.00	0.80	10	9.24	1.0	LINE B
B5	0.02	1.00	0.40	10	9.24	0.1	LINE B
C1	0.14	1.00	0.40	10	9.24	0.5	FLWS TO HIGHMEADOW DR
C2	0.04	1.00	0.40	10	9.24	0.1	FLWS TO BETTY LANE
C3	0.23	1.00	0.80	10	9.24	1.7	FLWS TO BETTY LANE
C4	0.06	1.00	0.40	10	9.24	0.2	FLWS TO BETTY LANE
C5	0.04	1.00	0.40	10	9.24	0.1	FLWS OFFSITE SOUTH
C6	0.06	1.00	0.40	10	9.24	0.2	FLWS OFFSITE EAST
D1	2.15	1.00	0.80	10	9.24	15.9	DETENTION POND
D2	0.13	1.00	0.80	10	9.24	0.9	FLWS TO D1
D3	0.07	1.00	0.90	10	9.24	0.6	FLWS TO D1
OS1	0.07	1.00	0.80	10	9.24	0.5	FLWS TO HIGHMEADOW DR
OS2	0.72	1.00	0.90	10	9.24	6.0	HIGHMEADOW DR STREET DRAINAGE
OS3	0.04	1.00	0.40	15	7.91	0.1	FLWS TO OS4
OS4	0.24	1.00	0.90	10	9.24	2.0	FLWS TO HIGHMEADOW DR
OS5	0.04	1.00	0.40	15	7.91	0.1	FLWS TO OS7
OS6	2.58	1.00	0.30	10	9.24	7.0	EXISTING DETENTION POND
OS7	0.82	1.00	0.90	10	9.24	6.9	FLWS TO CURB INLETS
OS8	0.12	1.00	0.40	15	7.91	0.4	FLWS TO WYE INLET
OS9	0.84	1.00	0.40	15	7.91	2.6	FLWS TO WYE INLET
OS10	2.22	1.00	0.40	15	7.91	7.0	FLWS OFFSITE EAST
OS11	0.26	1.00	0.70	15	7.91	1.4	FLWS TO OS10
OS12	0.24	1.00	0.70	15	7.91	1.3	FLWS WEST TO CHANNEL
OS13	2.33	1.00	0.40	15	7.91	7.4	FLWS TO OS10
R1	0.38	1.00	0.90	10	9.24	3.2	LINE B

Design Point Discharge Comparison					
Design Point	Pre-Dev Area (Ac)	Post-Dev Area (Ac)	Qallw (cfs)	Q100 (cfs)	Pre-Dev Collection Point
#1	1.38	0.23	4.4	1.7	Betty Ln
#2	2.48	2.48	8.4	8.4	East Property
#3	0.84	0.0	2.6	0.0	East Property
#4	3.56	8.59	14.4	27.5	East Property
#5	3.37	0.06	10.7	0.2	East Property

POST-DEVELOPMENT DRAINAGE CRITERIA

Drainage Calculation Methodology: Rational Method
 $Q = C I A$
C = VARIES
Cf = 1.00
 I_{100} = VARIES (Per NOAA 14)
 t_c = VARIES

XX Area in Acres
XX Q₁₀₀ in cfs

POST-DEVELOPMENT LEGEND

---746--- Existing Contour
746 Proposed Contour
--- Proposed Drainage Divide
→ Flow Arrow

CAUTION EXISTING UTILITIES !!!

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MISC. INFORMATION

NOTE:

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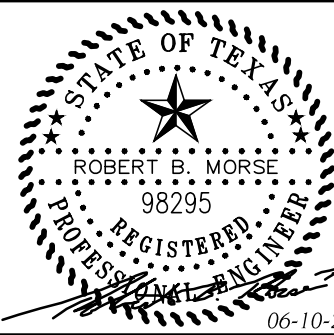
REVISION

DATE

DESCRIPTION



RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579



POST-DEVELOPED DRAINAGE AREA MAP
Aubrey ISD Administration Building

Aubrey, TX 76227

DESIGNED BY:
RLK Engineering

TECH REVIEW:
RLK

DRAWING FILE:
25097A PDAM.dwg

DRAWING SCALE:
1" = 100'

SHEET:

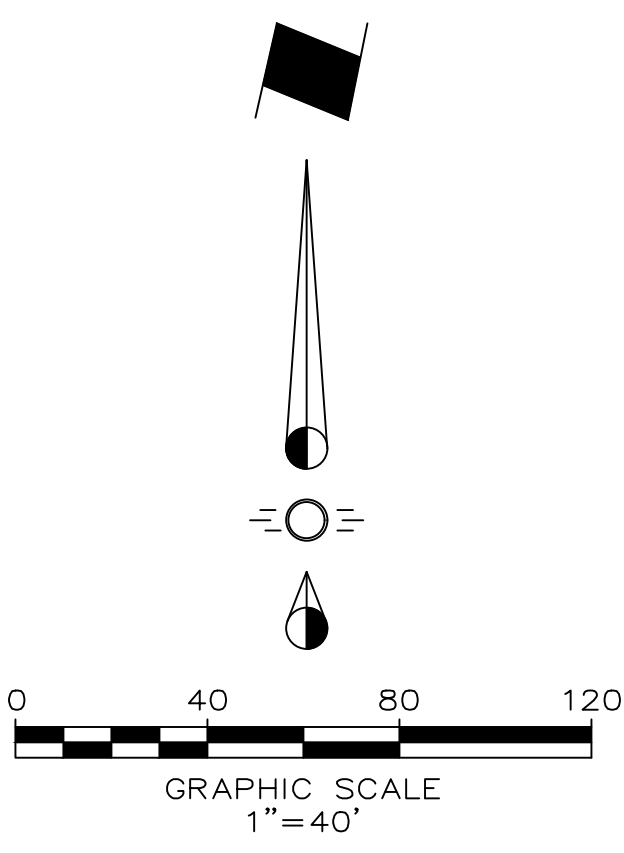
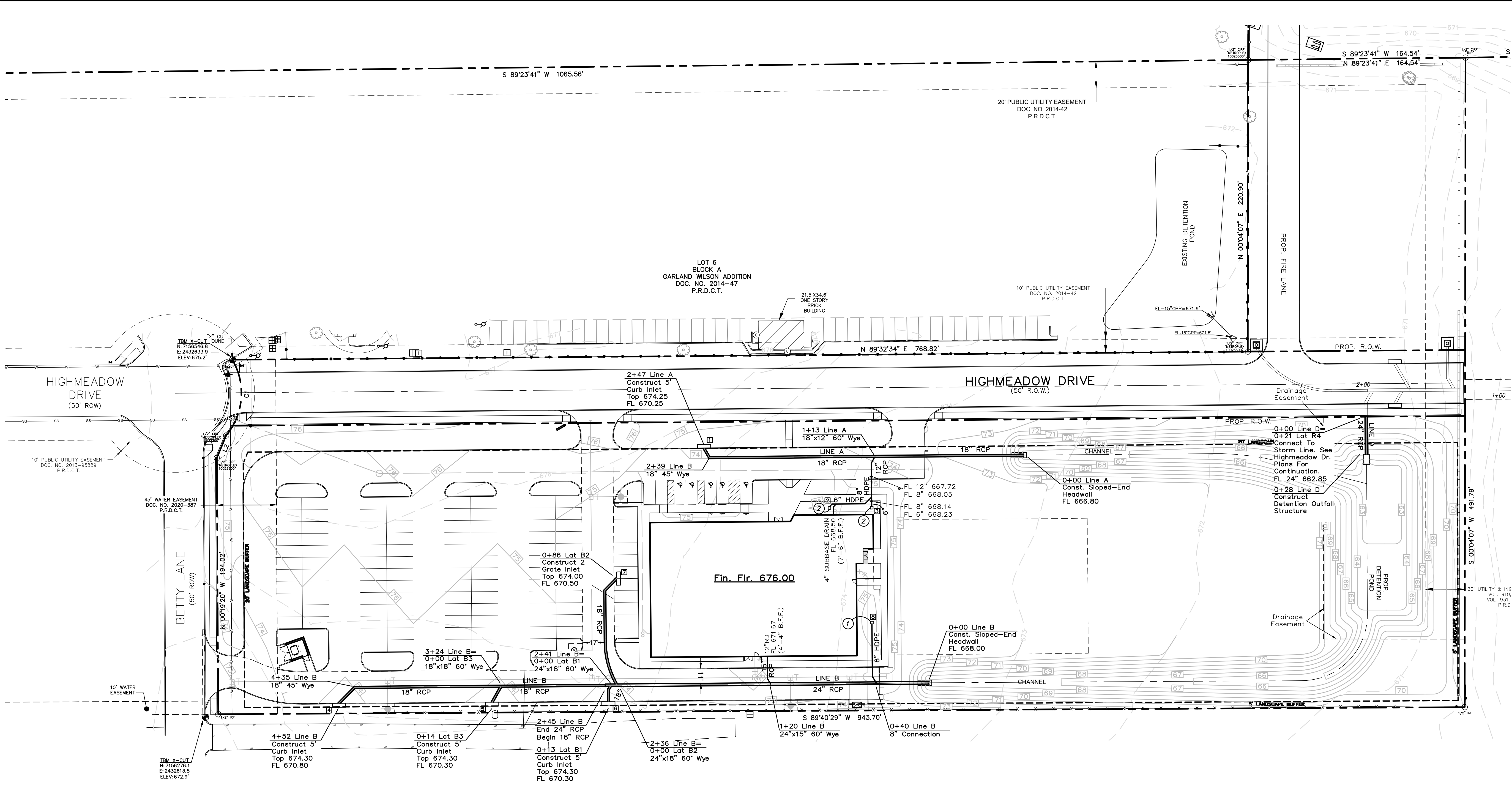
DRAWN BY:
RLK Engineering

PEER REVIEW:
RLK

DRAWING DATE:
06-10-26

PROJECT NUMBER:
RLK-25097

CDRA2



DRAINAGE NOTES

1. All materials and construction shall conform to the City Standards and Specifications, and North Central Texas Council of Governments Standard Specifications for Public Works Construction, Latest Edition.
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3. In the event an item is not covered in the City's specs., the City Engineer's decision shall apply.
4. Contractor shall meet O.S.H.A. requirements for trench safety.
5. Barricading, traffic control, and project signs shall conform to Texas Department of Transportation.
6. The Contractor shall verify the suitability of all existing and proposed site conditions, including grades and dimensions before commencement of any construction. In the event of any conflict, and prior to commencement of any construction, immediately notify Engineer. Minor adjustments of finish grade to accomplish spot drainage are acceptable if necessary, upon prior approval of Engineer. All paving installed shall "flush out" at any juncture with existing paving. All islands shall be crowned to allow positive drainage over top of curb.
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NOTES BY SYMBOL " O "

- ① Const. No. 24 Catch Basin Top 674.40 FL 672.40 ② Const. No. 12 Catch Basin Top 674.60 FL 673.60
- # Inlet Number

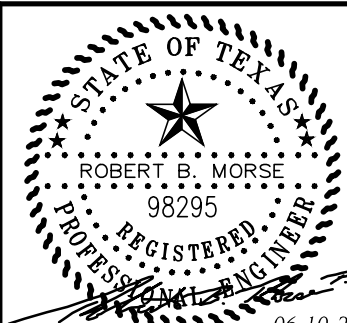
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MISC. INFORMATION	REVISION	DATE	DESCRIPTION
NOTE: Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.			



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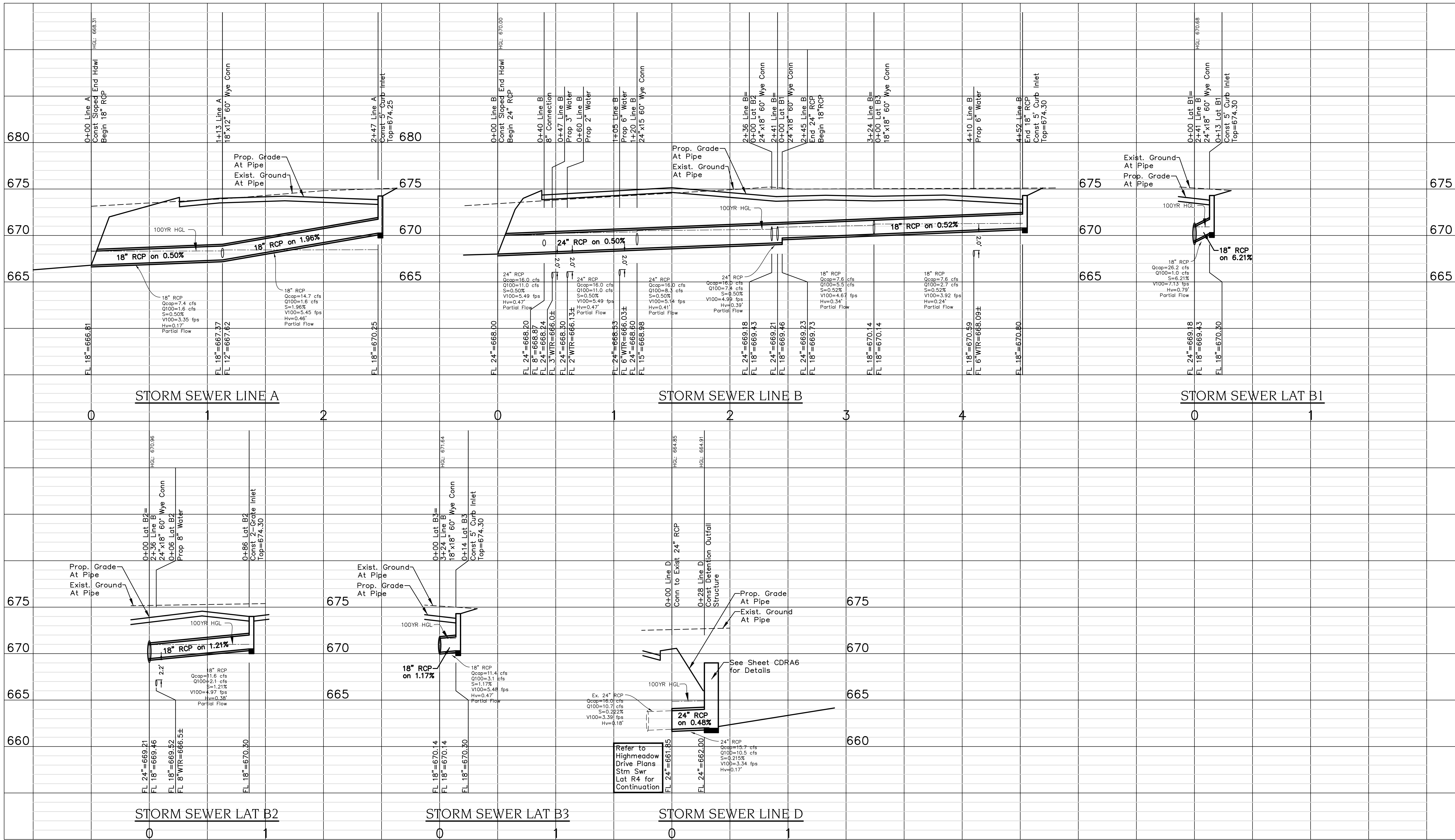


DRAINAGE PLAN

Aubrey ISD Administration Building

Aubrey, TX 76227

DESIGNED BY: RLK Engineering	TECH REVIEW: RLK	DRAWING FILE: 25097A DRNG.dwg	DRAWING SCALE: 1" = 40'	SHEET: CDRA3
DRAWN BY: RLK Engineering	PEER REVIEW: RLK	DRAWING DATE: 06-10-26	PROJECT NUMBER: RLK-25097	



NOTE:

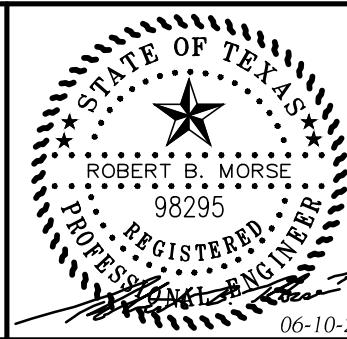
Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.

MISC. INFORMATION

REVISION DATE DESCRIPTION



RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579



DRAINAGE PROFILES
Aubrey ISD Administration Building

Aubrey, TX 76227

DESIGNED BY:
RLK Engineering

TECH REVIEW:
RLK

DRAWING FILE:
25097A DRNG PROFILES.dwg

DRAWING SCALE:
1" = 40'

SHEET:

DRAWN BY:
RLK Engineering

PEER REVIEW:
RLK

DRAWING DATE:
06-10-26

PROJECT NUMBER:
RLK-25097

CDRA4

Hydraulic Calculations For Storm Lines																																						
From	To	Pipe Length	Drainage Area			Runoff 'C'	Cf	Incr. CA	Total CA	Time of Concentration			100-Year Intensity "I"	100-Year Runoff "Q"	Inlet Carry Over	Inlet Carry Over "q"	Q Pipe	Pipe Size Diameter	n	Sf	HGL		Head Loss Calculations							Design HGL	Invert Elevation		Soffit Elevation		Full Flow or Partial Flow	T/C or Ground Elev.	Comments	
			Incremental		Total Area					Inlet Time	Travel Time	Total									D/S	U/S	V1 (in)	V2 (out)	V1^2/2g	V2^2/2g	Kj	KjV1^2/2g	Hk		From	To	From	To				
			No.	Area acres																																		acres
sta	sta	ft								min	min	min	in/hr	cfs	cfs	cfs	in		%	ft	ft	ft/s	ft/s	ft	ft		ft	ft	ft	ft	ft	ft	ft	ft				
1	2	3	4	5	6	7		8	9	10	11	12	13	14	15	16	17	18	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	
Line A																																						
113	247	134	A1	0.22	0.22	0.80	1.00	0.18	0.18	10.00	0.00	10.00	9.24	1.6	0	0	1.6	18	0.013	0.024%	668.44	668.47	0.00	0.92	0.00	0.01	0.60	0.00	0.10	668.57	667.37	670.40	668.87	671.90	Partial	674.50	Curb Inlet	
0	113	113	A2	0.02	0.24	0.80	1.00	0.02	0.19	10.00	2.43	12.43	8.53	1.6	0	0	1.6	18	0.013	0.024%	668.31	668.34	0.92	0.93	0.01	0.01	0.60	0.01	0.10	668.44	666.81	667.37	668.31	668.87	Partial	674.00	Wye Connection	
Line B																																						
324	452	128	B1	0.36	0.36	0.80	1.00	0.29	0.29	10.00	0.00	10.00	9.24	2.7	0	0	2.7	18	0.013	0.064%	671.25	671.33	0.00	1.51	0.00	0.04	0.60	0.00	0.10	671.43	670.14	670.80	671.64	672.30	Partial	673.50	Curb Inlet	
245	324	79	Lat B3	0.42	0.78	-	-	0.34	0.62	10.00	1.42	11.42	8.81	5.5	0	0	5.5	18	0.013	0.274%	670.91	671.12	1.51	3.11	0.04	0.15	0.60	0.02	0.13	671.25	669.21	670.14	670.71	671.64	Partial	674.00	Wye Connection	
236	245	9	Lat B2	0.28	1.06	-	-	0.25	0.88	11.42	0.42	11.84	8.69	7.6	0	0	7.6	24	0.013	0.113%	670.80	670.81	3.11	2.42	0.15	0.09	0.60	0.09	0.10	670.91	669.18	669.21	671.18	671.21	Partial	674.00	Wye Connection	
120	236	116	Lat B1	0.14	1.20	-	-	0.11	0.99	11.84	0.06	11.90	8.68	8.6	0	0	8.6	24	0.013	0.144%	670.53	670.70	2.42	2.73	0.09	0.12	0.60	0.05	0.10	670.80	668.60	669.18	670.60	671.18	Partial	674.00	Wye Connection	
40	120	80	R1	0.38	1.58	0.90	1.00	0.34	1.33	11.90	0.71	12.61	8.49	11.3	0	0	11.3	24	0.013	0.249%	670.20	670.40	2.73	3.59	0.12	0.20	0.60	0.07	0.13	670.53	668.20	668.60	670.20	670.60	Partial	674.00	Wye Connection	
0	40	40	B5	0.02	1.60	0.80	1.00	0.02	1.35	12.61	0.37	12.98	8.39	11.3	0	0	11.3	24	0.013	0.249%	670.00	670.10	3.59	3.60	0.20	0.20	0.60	0.12	0.10	670.20	668.00	668.20	670.00	670.20	Partial	674.00	Grate Inlet	
Lat B1																																						
0	13	13	B4	0.14	0.14	0.80	1.00	0.11	0.11	15.00	0.00	10.00	9.24	1.0	0	0	1.0	18	0.013	0.010%	670.68	670.68	0.00	0.59	0.00	0.01	0.60	0.00	0.10	670.78	669.43	670.30	670.93	671.80	Partial	673.50	Curb Inlet	
Lat B2																																						
0	86	86	B3	0.28	0.28	0.90	1.00	0.25	0.25	15.00	0.00	10.00	9.24	2.3	0	0	2.3	18	0.013	0.049%	670.96	671.00	0.00	1.32	0.00	0.03	0.60	0.00	0.10	671.10	669.46	670.30	670.96	671.80	Partial	673.50	Grate Inlet	
Lat B3																																						
0	14	14	B2	0.42	0.42	0.80	1.00	0.34	0.34	15.00	0.00	10.00	9.24	3.1	0	0	3.1	18	0.013	0.087%	671.64	671.65	0.00	1.76	0.00	0.05	0.60	0.00	0.10	671.75	670.14	670.30	671.64	671.80	Partial	673.50	Grate Inlet	
Line D																																						
0	28	28	Detention Pond Outfall	3.37	3.37	0.34	1.00	1.14	1.14	10.00	0.00	10.00	9.24	10.5	0	0	10.5	24	0.013	0.215%	664.85	664.91	0.00	3.34	0.00	0.17	0.60	0.00	0.17	665.08	661.85	662.00	663.85	664.00	Full	665.20	Detention Outfall	

CITY OF AUBREY, TEXAS - INLET DESIGN CALCULATION SPREADSHEET

Project: Aubrey Administartion Building Road Extension

All Inlets Curb Assumed 10% Blocked For Capacity
100-Year Frequency Flows
Pavement "n" = 0.0175

Runoff Caclulations															Gutter Capacity Calculations					Curb Inlet Calculations										Drop inlet Calculations		
Inlet Number	Area No.	Approx. Centerline Station	Paved Area (Ac.) 0.90	SFR-0.5 Area (Ac) 0.55	Open Area (Ac.) 0.40	Effective Runoff Coeff. "C"	Incrementa l "CA"	Accumula ted "CA"	Time Upstream Sta. (Min.)	Design Storm Freq. (Yrs.)	Intensity (I) (In/Hr.)	Flow "Q" (c.f.s.)	Carry Over (c.f.s.)	Total Flow "Qa" (c.f.s.)	Z 2% xSlope (1/xslope)	Z"/"n"	Gutter Slope "S" (ft/ft)	Y (ft)	Ponded Width Y*Z (ft)	a (ft)	qL (c.f.s.)	Minimum Length Required Lr (ft)	Length Supplied La (ft)	La/Lr	a/Y	Q/Qa	Q= Qa*(Q/Qa)	Carryover (c.f.s.)	Head at Throat	Inlet Opening Length (ft)	Carryover (c.f.s.)	
1	A1		0.22	0	0	0.8	0.176	0.176	10	100	9.24	1.6	0	1.6	-	-	-	-	-	-	0.7	1.1	5	4.61	-	1.0	1.6	0	-	-	-	
2	A2		0	0	0.02	0.4	0.008	0.008	10	100	9.24	0.1	0	0.1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.5	8	0	
3	A2		0	0	0.02	0.4	0.008	0.008	10	100	9.24	0.1	0	0.1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.5	8	0	
4	B1		0.36	0	0	0.8	0.288	0.288	10	100	9.24	2.7	0	2.7	-	-	-	-	-	-	0.7	1.8	5	2.82	-	1.0	2.7	0	-	-	-	
5	B2		0.42	0	0	0.8	0.336	0.336	10	100	9.24	3.1	0	3.1	-	-	-	-	-	-	0.7	2.1	5	2.41	-	1.0	3.1	0	-	-	-	
6	B4		0.14	0	0	0.8	0.112	0.112	10	100	9.24	1.0	0	1.0	-	-	-	-	-	-	0.7	0.7	5	7.24	-	1.0	1.0	0	-	-	-	
7	B3		0.28	0	0	0.8	0.224	0.224	10	100	9.24	2.1	0	2.1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.5	26	0	
8	B5		0	0	0.02	0.4	0.008	0.008	10	100	9.24	0.1	0	0.1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.5	8	0	

MISC. INFORMATION

NOTE:

Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.

REVISION

DATE

DESCRIPTION



RLK ENGINEERING, INC.

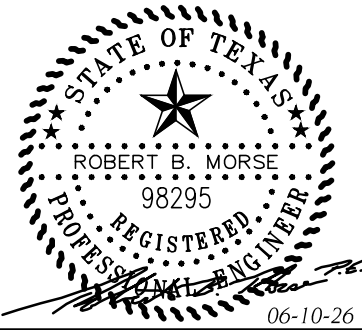
111 West Main

Allen, Texas 75013

(972) 359-1733 Off

(972) 359-1833 Fax

Texas Registration No. 579



DRAINAGE CALCULATIONS

Aubrey ISD Administration Building

Aubrey, TX 76227

DESIGNED BY:
RLK Engineering

TECH REVIEW:
RLK

DRAWN BY:
RLK Engineering

PEER REVIEW:
RLK

DRAWING FILE:
25097A DRNG PROFILES.dwg

DRAWING DATE:
06-10-26

DRAWING SCALE:
1" = 40'

PROJECT NUMBER:
RLK-25097

SHEET:
CDRA5

Page 804 of 1066

DETENTION POND CALCULATION SUMMARY – 100 YEAR

ALLOWABLE RELEASE TO DOWNSTREAM

A = 3.37 Ac (A9 From Pre-Dev DAM)
C = 0.40
Tc = 15 min
I₁₀₀ = 7.91 in/hr
Q₁₀₀ = 10.7 cfs

UNDETAINED TO DOWNSTREAM

A = 0.06 Ac (C6 From Pre-Dev DAM)
C = 0.40
Tc = 10 min
I₁₀₀ = 9.24 in/hr
Q₁₀₀ = 0.20 cfs

ALLOWABLE RELEASE FROM POND

ALLOWABLE RELEASE TO DOWNSTREAM –
UNDETAINED RELEASE TO DOWNSTREAM =
10.7 CFS – 0.2 CFS = 10.5 CFS

TOTAL DETENTION VOLUME REQUIRED

V = 23,586 CF
100 YR WSEL = 667.10'

CIPOLETTI WEIR CALCULATION

For The 100 YR Event & Flowmaster,
The Crest Length Can Be Determined.
Q = 3.367bH^{3/2}
Weir TW = 664.06 (Centroid)
Weir HW = 667.10 (100Yr WSEL)
Crest Elev. = 662.20
Q = 10.5 cfs
Solve for b
Crest Length = b = 0.319' = 3.8"

TOTAL DETENTION VOLUME PROVIDED

V = 23,586 CF @ 667.10'
23,586 CF = 23,586 CF
Vol Provided = Vol Required

MODIFIED RATIONAL METHOD DETENTION BASIN DESIGN

PROJECT: AUBREY ADMIN BLDG 100 YR

June 9, 2026

Runoff Coefficient C = 0.80 weighted (Total Developed Site)
Drainage Area - A = 4.19 acres (A1-A1,B1-B5, D1-D3, R1)
Time of Concentration - tc = 10 minutes
Maximum Outflow Rate - Q = 10.5 cfs (10.7-0.2)

Duration (minutes)	Intensity (inches/hr)	Depth (inches)	Inflow Discharge Q=CiA	Inflow Volume Cu. Ft.	Outflow Duration (minutes)	Outflow Volume Cu. Ft.	Storage Volume Cu. Ft.
5	11.23	0.94	37.6	11,291	15	4,708	6,583
10	9.24	1.54	31.0	18,580	20	6,278	12,302
15	7.91	1.98	26.5	23,869	25	7,847	16,022
20	6.96	2.32	23.3	27,986	30	9,416	18,570
30	5.66	2.83	19.0	34,173	40	12,555	21,618
40	4.82	3.21	16.2	38,765	50	15,694	23,071
50	4.22	3.52	14.1	42,419	60	18,833	23,586
60	3.77	3.77	12.6	45,457	70	21,972	23,486
70	3.41	3.98	11.4	48,064	80	25,110	22,953
80	3.13	4.17	10.5	50,350	90	28,249	22,101
90	2.89	4.34	9.7	52,390	100	31,388	21,002
120	2.38	4.76	8.0	57,473	130	40,804	16,669
180	1.79	5.38	6.0	64,929	190	59,637	5,292
360	1.09	6.52	3.6	78,730	370	116,136	(37,405)
			Required Storage Volume		23,586 cubic feet		
					0.54 acre-feet		

DETENTION POND CALCULATION SUMMARY – 10 YEAR

ALLOWABLE RELEASE TO DOWNSTREAM

A = 3.37 Ac (A9 From Pre-Dev DAM)
C = 0.40
Tc = 15 min
I₁₀ = 5.50 in/hr
Q₁₀ = 7.40 cfs

UNDETAINED TO DOWNSTREAM

A = 0.06 Ac (C6 From Pre-Dev DAM)
C = 0.40
Tc = 10 min
I₁₀ = 6.50 in/hr
Q₁₀ = 0.20 cfs

ALLOWABLE RELEASE FROM POND

ALLOWABLE RELEASE TO DOWNSTREAM –
UNDETAINED RELEASE TO DOWNSTREAM =
7.4 CFS – 0.2 CFS = 7.2 CFS

TOTAL DETENTION VOLUME REQUIRED

V = 15,345 CF
10 YR WSEL = 666.10'

WATER SURFACE CALCULATION

Using The Crest Length Determined For
The 100 YR Event, The 10YR Water
Surface Can Be Calculated.
Q₁₀ = 3.367bH^{3/2}
Weir TW = 663.14 (Depth In Pipe)
Crest Elev. = 662.20
Q₁₀ = 7.20 cfs
Solve for H
H = 3.68"
Weir HW = Crest + H = 665.88

TOTAL DETENTION VOLUME PROVIDED

V = 14,072 CF @ 665.88'
14,072 CF < 15,345 CF
Vol Provided < Vol Required
92% of Req. Volume is Provided.

MODIFIED RATIONAL METHOD DETENTION BASIN DESIGN

PROJECT: AUBREY ADMIN BLDG 10 YR

June 9, 2026

Runoff Coefficient C = 0.80 weighted (Total Developed Site)
Drainage Area - A = 4.19 acres (A1-A1,B1-B5, D1-D3, R1)
Time of Concentration - tc = 10 minutes
Maximum Outflow Rate - Q = 7.2 cfs (7.4-0.2)

Duration (minutes)	Intensity (inches/hr)	Depth (inches)	Inflow Discharge Q=CiA	Inflow Volume Cu. Ft.	Outflow Duration (minutes)	Outflow Volume Cu. Ft.	Storage Volume Cu. Ft.
5	8.04	0.67	27.0	8,088	15	3,246	4,842
10	6.50	1.08	21.8	13,071	20	4,328	8,743
15	5.50	1.37	18.4	16,584	25	5,411	11,174
20	4.79	1.60	16.1	19,264	30	6,493	12,772
30	3.85	1.92	12.9	23,209	40	8,657	14,553
40	3.24	2.16	10.9	26,080	50	10,821	15,259
50	2.82	2.35	9.4	28,331	60	12,985	15,345
60	2.50	2.50	8.4	30,183	70	15,149	15,033
			Required Storage Volume		15,345 cubic feet		
					0.35 acre-feet		

DETENTION POND CALCULATION SUMMARY – 2 YEAR

ALLOWABLE RELEASE TO DOWNSTREAM

A = 3.37 Ac (A9 From Pre-Dev DAM)
C = 0.40
Tc = 15 min
I₂ = 3.90 in/hr
Q₂ = 5.30 cfs

UNDETAINED TO DOWNSTREAM

A = 0.06 Ac (C6 From Pre-Dev DAM)
C = 0.40
Tc = 10 min
I₁₀₀ = 4.71 in/hr
Q₁₀₀ = 0.10 cfs

ALLOWABLE RELEASE FROM POND

ALLOWABLE RELEASE TO DOWNSTREAM –
UNDETAINED RELEASE TO DOWNSTREAM =
5.3 CFS – 0.1 CFS = 5.2 CFS

TOTAL DETENTION VOLUME REQUIRED

V = 9,921 CF
100 YR WSEL = 665.20'

WATER SURFACE CALCULATION

Using The Crest Length Determined For
The 100 YR Event, The 2YR Water
Surface Can Be Calculated.
Q₂ = 3.367bH^{3/2}
Weir TW = 662.99 (Depth In Pipe)
Crest Elev. = 662.20
Q₂ = 5.20 cfs
Solve for H
H = 2.97"
Weir HW = Crest + H = 665.17

TOTAL DETENTION VOLUME PROVIDED

V = 9,660 CF @ 665.17'
9,660 CF < 9,921 CF
Vol Provided < Vol Required
97% of Req. Volume is Provided.

MODIFIED RATIONAL METHOD DETENTION BASIN DESIGN

PROJECT: AUBREY ADMIN BLDG 2 YR

June 9, 2026

Runoff Coefficient C = 0.80 weighted (Total Developed Site)
Drainage Area - A = 4.19 acres (A1-A1,B1-B5, D1-D3, R1)
Time of Concentration - tc = 10 minutes
Maximum Outflow Rate - Q = 5.2 cfs (5.3-0.1)

Duration (minutes)	Intensity (inches/hr)	Depth (inches)	Inflow Discharge Q=CiA	Inflow Volume Cu. Ft.	Outflow Duration (minutes)	Outflow Volume Cu. Ft.	Storage Volume Cu. Ft.
5	6.02	0.50	20.2	6,055	15	2,321	3,734
10	4.71	0.78	15.8	9,469	20	3,094	6,374
15	3.90	0.98	13.1	11,767	25	3,868	7,899
20	3.35	1.12	11.2	13,471	30	4,641	8,829
30	2.64	1.32	8.8	15,916	40	6,189	9,727
40	2.19	1.46	7.4	17,657	50	7,736	9,921
50	1.89	1.57	6.3	19,004	60	9,283	9,721
60	1.67	1.67	5.6	20,103	70	10,830	9,273
			Required Storage Volume		9,921 cubic feet		
					0.23 acre-feet		

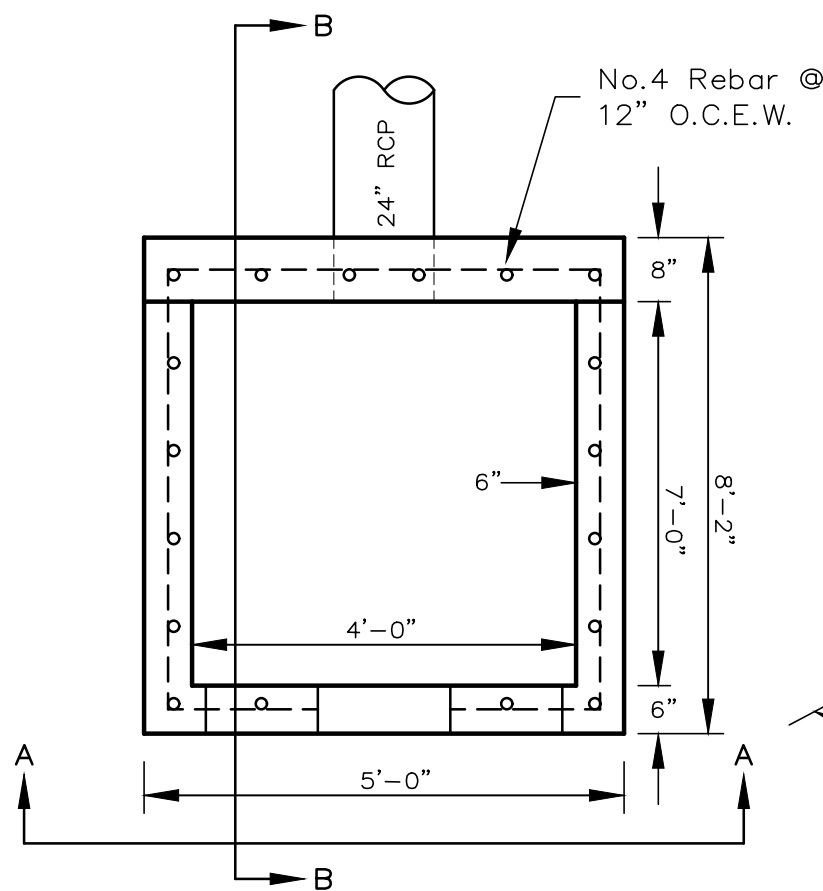
POND STAGE/STORAGE/DISCHARGE CHART

Pond Elevation	Accumulated Volume (cubic feet)	Discharge From Pond (cfs)
662.20	0	0
663	707	0.7
664	3,715	2.3
665	8,604	3.7
665.17	9,660	5.2
665.87	14,072	7.2
666	14,818	6.8
667	22,451	10.2
667.1	23,586	10.5
668	31,620	13.9

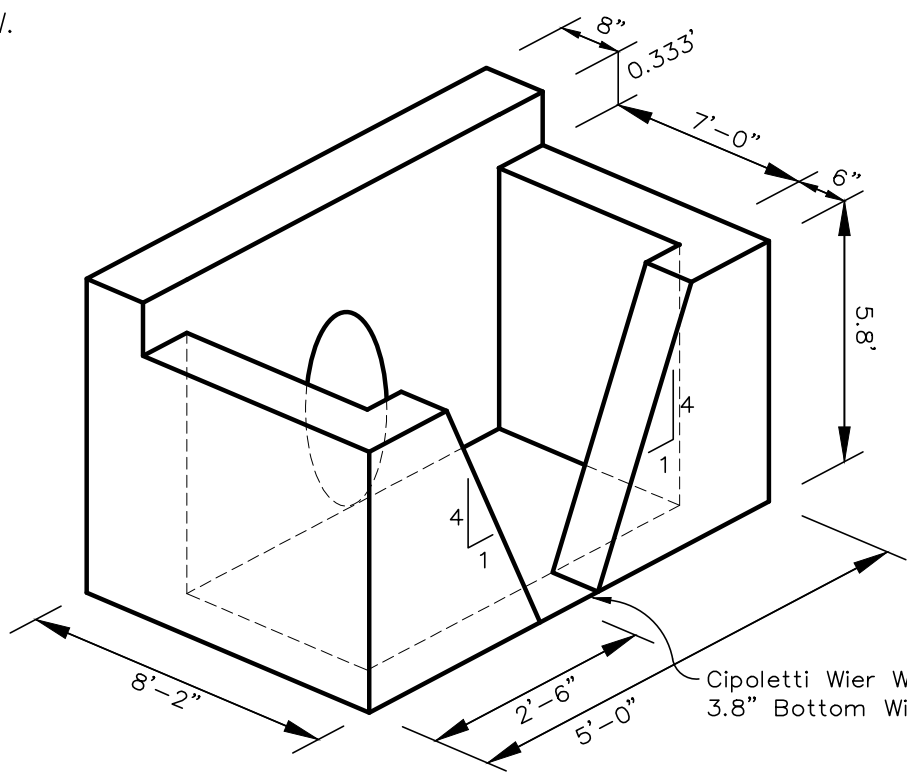
2yr WSEL

10yr WSEL

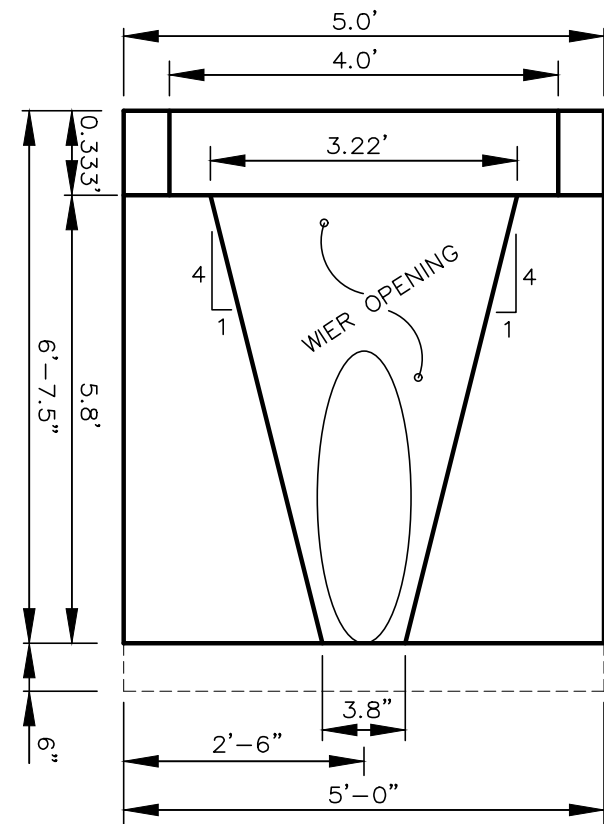
100yr WSEL



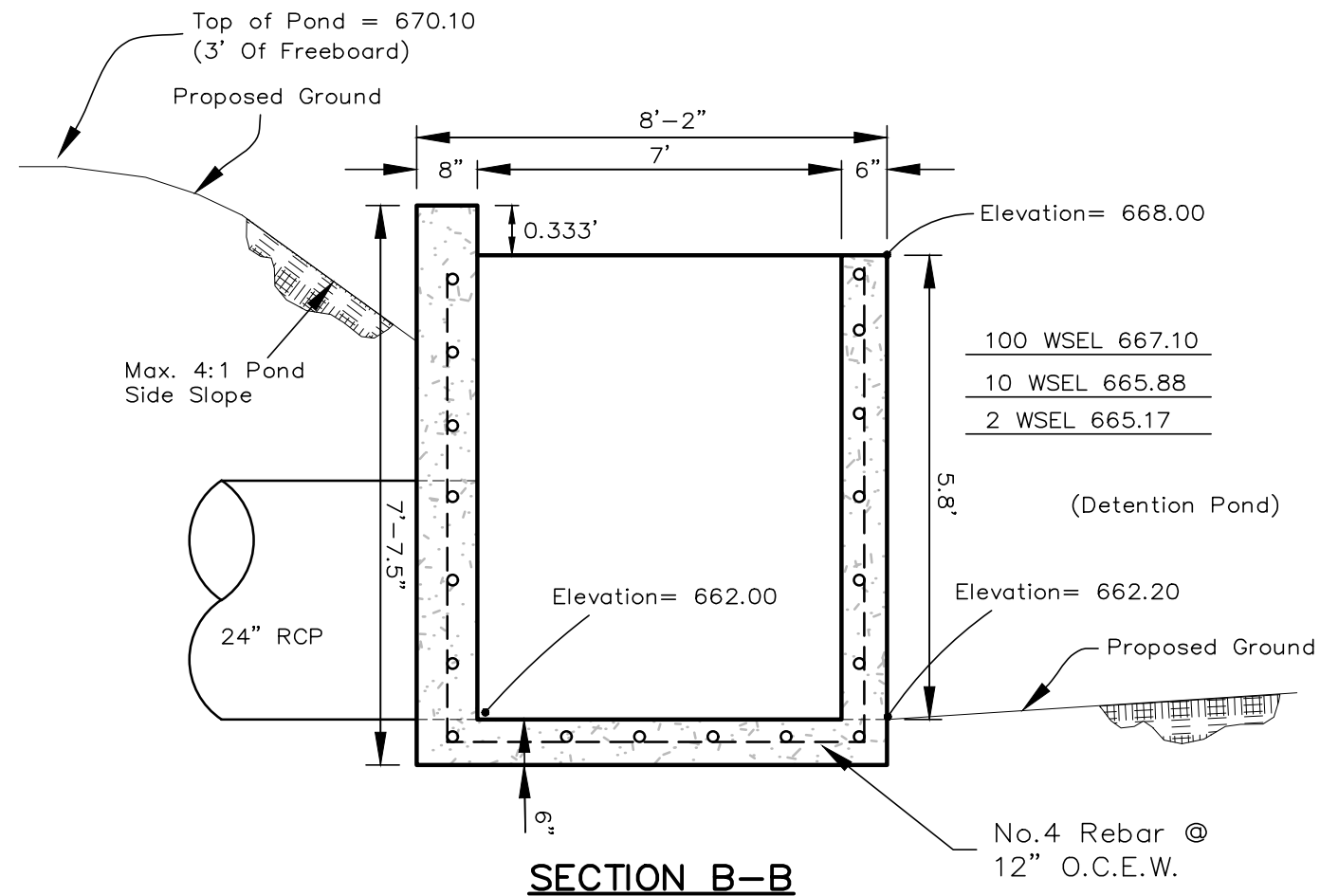
PLAN VIEW



ISOMETRIC METRIC VIEW



SECTION A-A



SECTION B-B

Note: Concrete Drainage Structures Shall Have A Compressive Strength Of 4200psi. Refer To Manufacturer For Steel Reinforcement. Also All Storm Structures Must Be Cladded.

DETENTION POND OUTFALL STRUCTURE

N.T.S.

MISC. INFORMATION

NOTE:

Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.

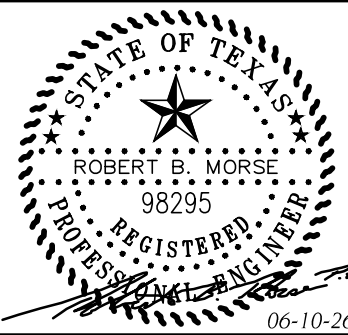
REVISION

DATE

DESCRIPTION



RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579



DETENTION CALCULATIONS
Aubrey ISD Administration Building

Aubrey, TX 76227

DESIGNED BY:
RLK Engineering

TECH REVIEW:
RLK

DRAWING FILE:
25097A DETENTION CALCS.dwg

DRAWING SCALE:
1" = 40'

SHEET:

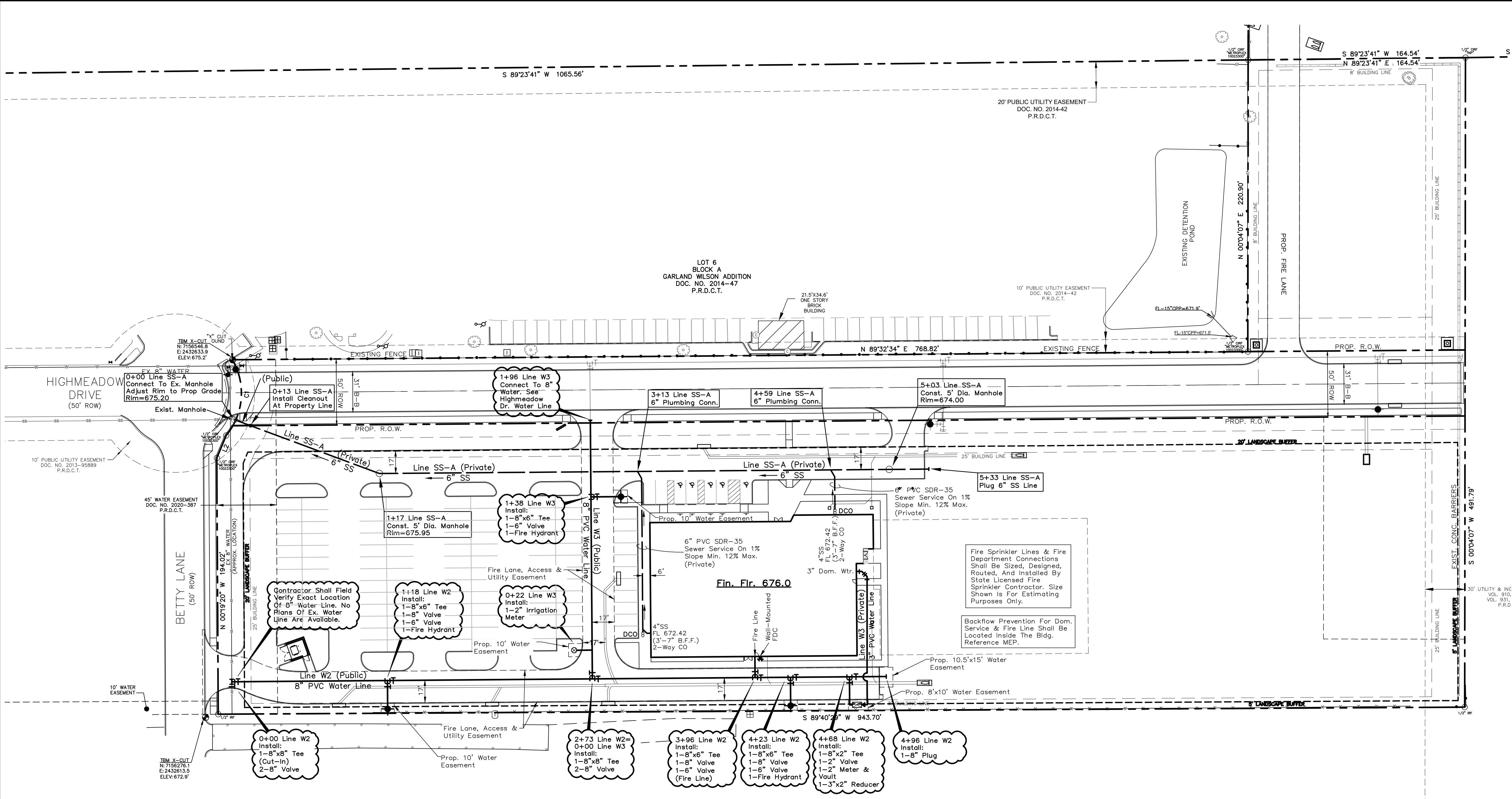
DRAWN BY:
RLK Engineering

PEER REVIEW:
RLK

DRAWING DATE:
06-10-26

PROJECT NUMBER:
RLK-25097

CDRA6



WATER & SANITARY SEWER NOTES

1. All materials and construction shall conform to the City of Aubrey standards and specifications and the North Texas Central Council of Governments Standard Specifications for Public Works Construction, Latest Revision.
2. Contractor shall be responsible for maintaining trench safety requirements in accordance with O.S.H.A. Standards.
3. The location of all utilities located on these plans are taken from existing public records. The exact location and elevation of all public utilities must be determined by the Contractor. It shall be the duty of the Contractor to ascertain whether any additional facilities other than those shown on the plans may be present.
4. It shall be the responsibility of the contractor to protect all public utilities in the construction of this project.
5. All water mains shall have a minimum cover of 48 inches.
6. All sanitary sewer lines shall be PVC SDR 35 pipe.
7. All waterline and sanitary sewer main crossings shall meet TCEQ regulation 290.44(e)(4)(B) for new utility installation.
8. Concrete blocking shall be provided on water mains at all tees, fire hydrants, joint restraint and bends per City standards.
9. Refer to Irrigation Plans for irrigation sleeving.
10. Contractor to be responsible for installation of vertical bends and blocking on water mains to clear proposed utilities and maintain minimum cover.

!!! CAUTION !!!
Existing Utility Lines In Area
Contractor To Verify Existing Utility Locations
Contact Appropriate Utility Companies
48 Hrs. Prior To Any Construction

!!! CAUTION !!!
Existing Private Utility Lines On Site
Contractor To Verify Existing Utility Locations
Field Verify Both Location & Depth
Visibly Mark All Existing Utilities
Prior To Any Construction
These Markings Are To Be Maintained
And Remain During The Entire
Construction Process

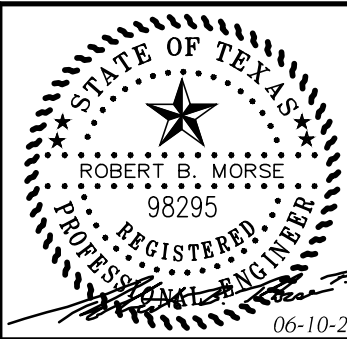
Contractor shall not place permanent pavement until all sleeving for irrigation, electric, gas, telephone, cable TV, site lighting, etc. has been installed. It shall be the Contractor's responsibility to coordinate with the appropriate utility providers, parties, etc. to ensure that all sleeving is in place prior to placing permanent paving.

CAUTION EXISTING UTILITIES !!!!
All existing utilities and underground facilities that are indicated and shown on these plans are approximate, and are based on as-built plans and/or from reference information. Actual utility locations may differ from the as-built plans based on field observations. All utilities shall be field verified and located prior to any excavation or boring. It shall be the responsibility of the Contractor to verify both horizontally and vertically the location of such existing utilities prior to any construction.

MISC. INFORMATION	REVISION	DATE	DESCRIPTION
NOTE: Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.			

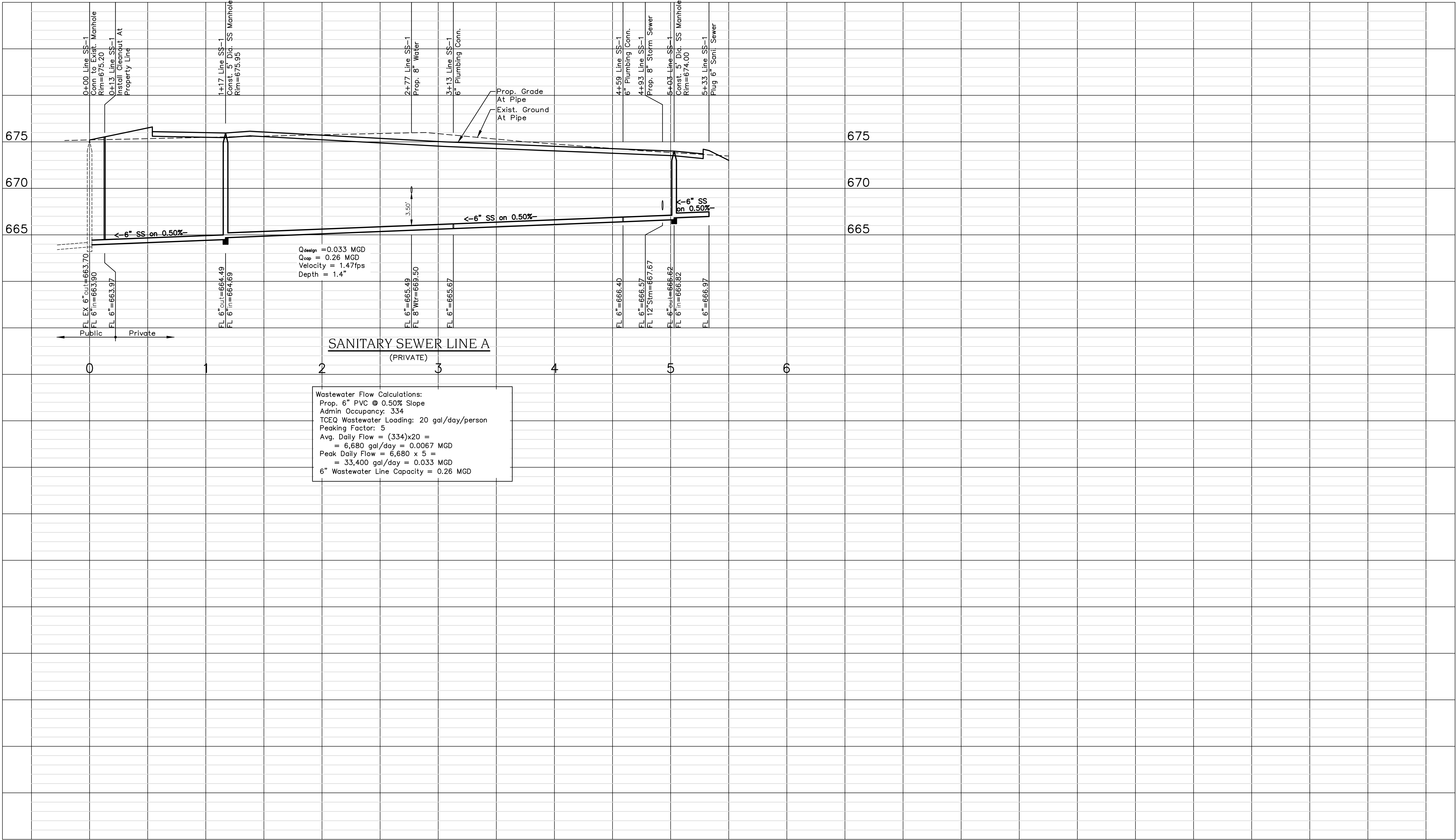


RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579



WATER & SANITARY SEWER PLAN
Aubrey ISD Administration Building
Aubrey, TX 76227

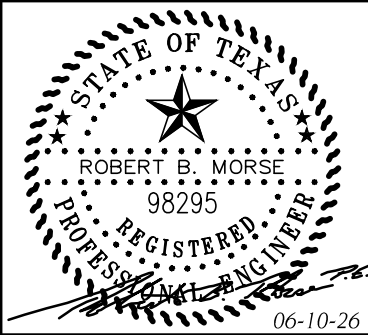
DESIGNED BY: RLK Engineering	TECH REVIEW: RLK	DRAWING FILE: 25097A WTR.dwg	DRAWING SCALE: 1" = 40'	SHEET: CWWA1
DRAWN BY: RLK Engineering	PEER REVIEW: RLK	DRAWING DATE: 06-10-26	PROJECT NUMBER: RLK-25097	



MISC. INFORMATION	REVISION	DATE	DESCRIPTION
NOTE: Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.			



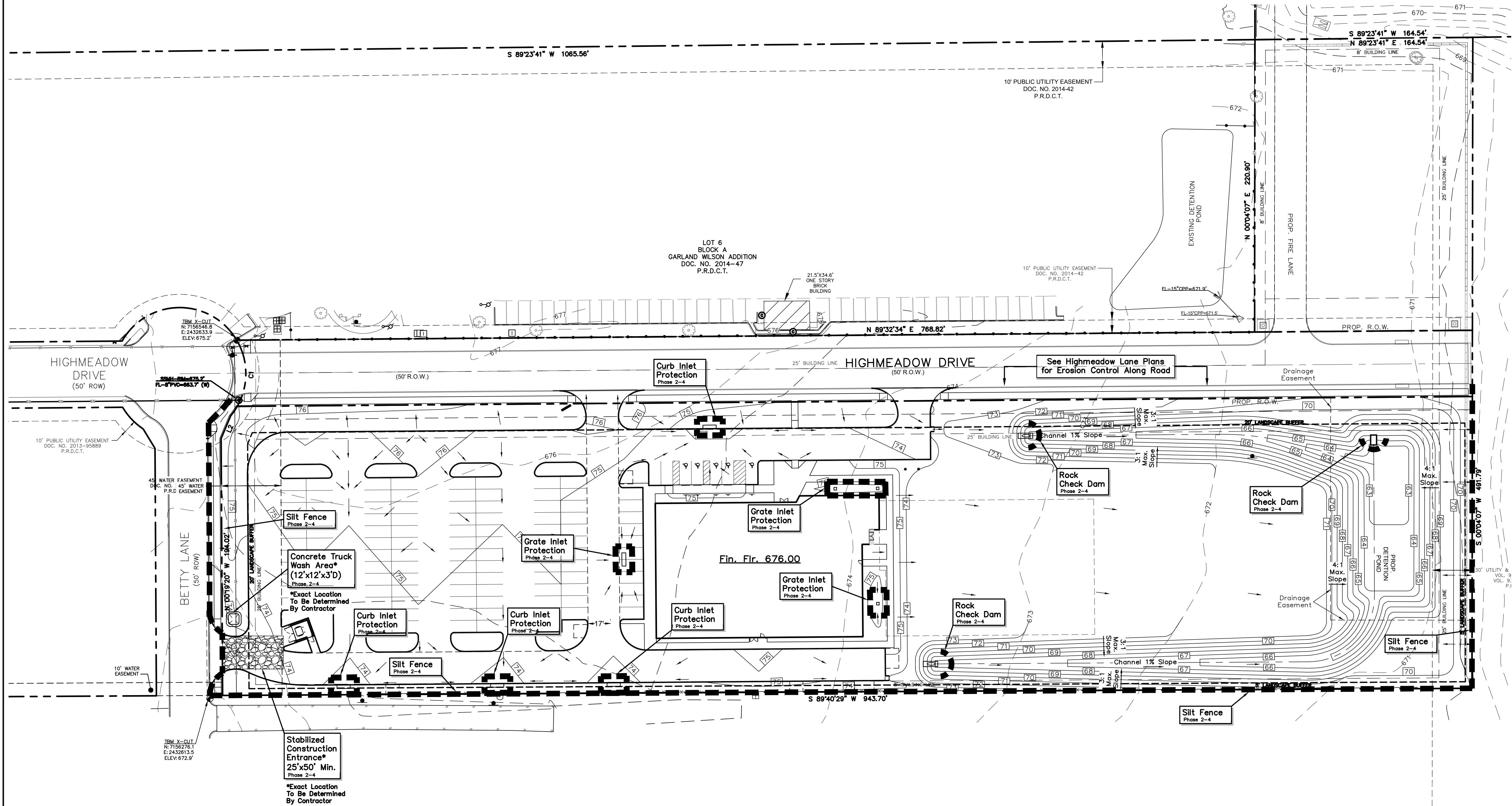
RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579



SANITARY SEWER PROFILES
Aubrey ISD Administration Building

Aubrey, TX 76227

DESIGNED BY: RLK Engineering	TECH REVIEW: RLK	DRAWING FILE: 25097A SANI SEWER PROFILES	DRAWING SCALE: dwg 1" = 40'	SHEET: CWSA2
DRAWN BY: RLK Engineering	PEER REVIEW: RLK	DRAWING DATE: 06-10-26	PROJECT NUMBER: RLK: 25097	



EROSION CONTROL NOTES

1. Erosion control devices shown on this plan shall be installed prior to the start of land disturbing activities on the project.
2. All erosion control devices are to be installed in accordance with the approved plans and specifications for this project. Changes are to be approved before construction by the design Engineer and the City of Aubrey.
3. If the Erosion Control Plan as approved cannot control erosion and off-site sedimentation from the project, the Erosion Control Plan will be required to be revised and/or additional erosion control devices will be required on site.
4. Off-site soil borrow and spoil areas are considered as part of the project site, and must also comply with the erosion control requirements for this project. This includes the installation of BMPs to control offsite sedimentation and the establishment of permanent ground cover on disturbed areas prior to final approval of the project.
5. Inspections shall be made weekly and after rain storm events to insure that the devices are functioning properly. When sediment or mud has clogged the void spaces between stones or mud is being tracked onto a public roadway the aggregate pad must be washed down or replaced. Runoff from the wash down operation shall not be allowed to drain directly off site without first flowing through another BMP to control off site sedimentation. Periodic re-grading or the addition of new stone may be required to maintain the efficiency of the installation.
6. Contractor shall be responsible for submittal of N.O.I., N.O.T. and any additional information required by the E.P.A. Contractor shall comply with all E.P.A. storm water pollution prevention requirements.
7. Contractor shall control mud accumulation on all streets surrounding the project. No mud accumulation will be allowed in public streets.
8. No steel posts for silt fence within R.O.W.
9. All disturbed areas shall be revegetated prior to final acceptance.

LEGEND

- Proposed Erosion Control Device
- Proposed Contour
- Existing Contour
- Stabilized Construction Entrance

CONSTRUCTION SCHEDULE AND PHASING

- PHASE 1 Install Erosion Control BMP's (Silt Fencing/Construction Entrance)
PHASE 2 Grading Phase (Sediment Basin/Silt Fencing)
PHASE 3 Utility Installation Phase (Curb & Drop Inlet Protection/Silt Fencing)
PHASE 4 Paving/Building Phase - (Curb & Drop Inlet Protection/Silt Fencing)
PHASE 5 Soil Stabilization/Landscaping Phase - (Silt Fencing)

*Construction Schedule Shall Be at the Discretion Of the Contractor & DISD. Prior to Construction & Phasing, Erosion Control Devices (BMPs) Shall Be Installed as Shown and/or Directed By The City Inspectors.

No surface curb inlet protection to be used if site is occupied for school use.

Upon Soil Stabilization & Landscaping Completion Erosion Control Devices Shall Be Removed.

NOTE:

Owner and Contractor to be responsible for submitting N.O.I. (Notice Of Intent) prior to beginning any construction. Owner and Contractor also to submit N.O.T. (Notice Of Termination).

CAUTION EXISTING UTILITIES!!!!

All existing utilities and underground facilities that are indicated and shown on these plans are approximate, and are based on as-built plans and/or from reference information. Actual utility locations may differ from the as-built plans based on field observations. All utilities shall be field verified and located prior to any excavation or boring. It shall be the responsibility of the Contractor to verify both horizontally and vertically the location of such existing utilities prior to any construction.

MISC. INFORMATION

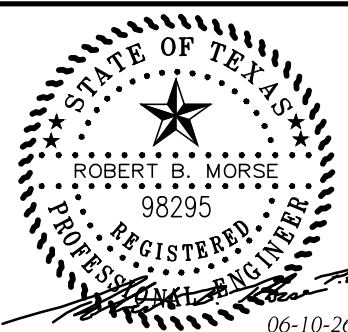
REVISION DATE DESCRIPTION

NOTE:

Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.



RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579



EROSION CONTROL PLAN
Aubrey ISD Administration Building

Aubrey, TX 76227

DESIGNED BY:
RLK Engineering

TECH REVIEW:
RLK

PEER REVIEW:
RLK

DRAWING FILE:
25097A EROS.dwg

DRAWING DATE:
06-10-26

DRAWING SCALE:
1" = 40'

PROJECT NUMBER:
RLK-25097

SHEET:

CERA1

SANDBLASTING WASTE MANAGEMENT

DESCRIPTION

The objective of the management program is to minimize the potential of storm water quality degradation from sandblasting activities at construction sites. The key issues in this program are prudent handling and storage of sandblast media, dust suppression, and proper collection and disposal of spent media. It is not the intent of this program to outline all of the worker safety issues pertinent to this practice. Safety issues should be addressed by construction safety programs as well as local, state, and and federal regulations utilized at sites in which Sandblasting waste is present.

INSTALLATION/APPLICATION CRITERIA

Since the media consists of fine abrasive granules, it can be easily transported by running water. Sandblasting activities typically create a significant dust problem which must be contained and collected to prevent off-site migration problem which must be contained and collected to to prevent off-site migration or fines.

Operational Procedures

Use only inert, non-degradable sandblast media.
Use appropriate equipment for the job, do not over-blast.
Wherever possible, blast in a downward direction.
Install a wind sock or other wind direction instrument.
Cease blasting activities in high winds or if wind direction could transport grit to drainage facilities.
Install dust shielding around sandblasting areas.
Collect and dispose of all spent sandblast grit, use dust containment fabrics and dust collection hoppers and barrels.
Non-hazardous sandblast grit may be disposed in permitted construction debris landfills or permitted sanitary landfills.
If sandblast media cannot be fully contained, construct sediment traps downstream from blasting area where appropriate.
Use sand fencing where appropriate in areas where blast media cannot be fully contained.
If necessary, install misting equipment to remove sandblast grit from the air – prevent runoff from misting operations from entering drainage systems.
Use vacuum grit collection systems where possible.
Keep records of sandblasting materials, procedures, and weather conditions on a daily basis.
Take all reasonable precautions to ensure that sandblasting grit is contained and kept away from drainage structures.

Educational Issues

Educate all on-site employees of potential dangers to humans and the environment from sandblast grit.
Instruct all on-site employees of the potential hazardous nature of sandblast grit and possible symptoms of overexposure to sandblast grit.
Instruct operators of sandblasting equipment on safety procedures and personal protection equipment.
Instruct operators on proper procedures regarding storage, handling, and containment of sandblast grit.
Instruct operators to recognize unfavorable weather conditions regarding sandblasting activities.
Instruct operators and supervisors on current local, state, and federal regulations regarding fugitive dust and hazardous waste from sandblast grit.
Have weekly meetings with operators to discuss and reinforce proper operational procedures.
Establish a continuing education program to indoctrinate new employees.

Material Handling Recommendations

Sandblast media should always be stored under cover away from drainage structures.
Ensure that stored media or grit is not subject to transport by wind.
Ensure that all sandblasting equipment as well as storage containers comply with local, state, and federal regulations.
Refer to Hazardous Waste BMP fact sheet if sandblast grit is known or or suspected to contain hazardous components.
Capture and treat runoff which comes into contact with sandblasting material or waste.
Foreman and/or construction supervisor should monitor all sandblasting activities and safety procedures.

Quality Assurance

Educate, and if necessary, discipline workers who violate procedures.
Take all reasonable precautions to ensure that sandblast grit is not transported off-site or into drainage facilities.

Requirements

Education and awareness program for all employees regarding control of sandblasting and potential dangers to humans and the environment.
Operator and supervisor education program for those directly involved in sandblasting activities – instructions on material handling, proper equipment operation, personal protective equipment, fugitive dust control, record keeping and reporting.
Proper sandblast equipment for the job.
Site-specific fugitive dust control and containment equipment.
Site-specific fugitive dust control procedure.
Compliance by supervisors and workers.

Costs

Minimal cost for training and monitoring.
Potential for significant cost for containment procedures on large jobs.
Potential for significant costs associated with cleanup, correction and remediation if containment occurs.

LIMITATIONS

Site specific solutions to sandblasting problems may be required.
Sandblasting operations on structures known to contain hazardous materials require special procedures not specifically outlined above including professional hazardous waste specialists.
Where hazardous materials are known or suspected, a site assessment and remediation plan may be necessary.

HAZARDOUS WASTE MANAGEMENT

DESCRIPTION

The hazardous waste management BMP addresses the problem of storm water polluted with hazardous waste through spills or other forms of contact. The objective of the Management Program is to minimize the potential of storm water contamination from common construction site hazardous wastes through appropriate recognition, handling, storage, and disposal practices.

It is not the intent of this Management Program to supersede or replace normal site assessment and remediation procedures. Significant spills and/or contamination warrant immediate response by trained professionals. Suspected job-site contamination should be immediately reported to regulatory authorities and protective actions taken. The General Permit requires reporting of significant spills to the National Response Center (NRC) at (800)424-8802.

PRIMARY USE

These management practices along with applicable OSHA and EPA guidelines should be incorporated at all construction sites which use or generate hazardous wastes. Many wastes such as fuel, oil, grease, fertilizer, and pesticide are present at most construction sites.

INSTALLATION, APPLICATION AND DISPOSAL CRITERIA

The hazardous waste management techniques presented here are based on proper recognition, handling, and disposal practices by construction workers and supervisors. Key elements of the management program are education, proper disposal practices, as well as provisions for safe storage and disposal. Following are lists describing the targeted materials and recommended procedures:

Targeted Hazardous Waste Materials

Paints
Solvents
Stains
Wood preservatives
Cutting oils
Greases
Roofing tar
Pesticides
Fuel and lube oils
Lead based paints (Demolition)

Storage Procedures

Wherever possible, minimize use of hazardous materials.
Minimize generation of hazardous wastes on the job-site.
Segregate potentially hazardous waste from non-hazardous construction site debris.
Designate a foreman or supervisor to oversee hazardous materials handling procedures.
Keep liquid or semi-liquid hazardous waste in appropriate containers (closed drums or similar) and under cover.
Store waste materials away from drainage ditches, swales, and catch basins.
Use containment berms in fueling and maintenance areas and where the potential for spills is high.
Ensure that adequate hazardous waste storage volume is available.
Ensure that hazardous waste collection containers are conveniently located.
Do not allow potentially hazardous waste materials to accumulate on the ground.
Enforce hazardous waste handling and storage procedures.
Clearly mark on all hazardous waste containers which materials are acceptable for the container.

Disposal Procedures

Regularly schedule hazardous waste removal to minimize on-site storage.
Use only reputable, licensed hazardous waste haulers.

Education

Instruct workers in identification of hazardous waste.
Educate workers of potential dangers to humans and the environment from hazardous wastes.
Instruct workers on safety procedures for common construction site hazardous wastes.
Educate all workers on hazardous waste storage and disposal procedures.
Have regular meetings to discuss and reinforce identification, handling and disposal procedures (incorporate in regular safety seminars).
Establish a continuing education program to indoctrinate new employees.

Quality Assurance

Foreman and/or construction supervisor shall monitor on-site hazardous waste storage and disposal procedures.
Educate, and if necessary, discipline workers who violate procedures.
Ensure that the hazardous waste disposal contractor is reputable and licensed.

Requirements

Job-site waste handling and disposal education and awareness program.
Commitment by management to implement hazardous waste management practices.
Compliance by workers.
Sufficient and appropriate hazardous waste storage containers.
Timely removal of stored hazardous waste materials.

Costs

Possible modest cost impact for additional hazardous storage containers.
Small cost impact for training and monitoring.
Potential cost impact for hazardous waste collection and disposal by licensed hauler – actual cost depends on type of material and volume.

LIMITATIONS

This practice is not intended to address site-assessments and pre-existing contamination.
Major contamination, large spills and other serious hazardous waste incidents require immediate response from specialists.
Demolition activities and potential pre-existing materials, such as asbestos, are not addressed by this program. Site specific information on plans is necessary.
Contaminated soils are not addressed.
One part of a comprehensive construction site waste management program.

SOLID WASTE MANAGEMENT

DESCRIPTION

Large volumes of solid waste are often generated at construction sites including: packaging, pallets, wood waste, concrete waste, soil, electrical wiring, cuttings, and a variety of other materials. The solid waste management practice lists techniques to minimize the potential of storm water contamination from solid waste through appropriate storage and disposal practices.

PRIMARY USE

These practices should be a part of all construction practices. By limiting the trash and debris on site, storm water quality is improved along with reduced clean up requirements at the completion of the project.

APPLICATIONS

The solid waste management practice for construction sites is based on proper storage and disposal practices by construction workers and supervisors. Key elements of the program are education and modification of improper disposal habits. Cooperation and vigilance is required on the part of supervisors and workers to ensure that the recommendations and procedures are followed. Following are lists describing the targeted materials and recommended procedures:

Targeted Solid Waste Materials

Paper and cardboard containers
Plastic packaging
Styrofoam packaging and forms
Insulation materials (non-hazardous)
Wood pallets
Wood cuttings
Pipe and electrical cuttings
Concrete, brick, and mortar waste
Shingle cuttings and waste
Roofing tar
Steel (cuttings, nails, rust residue)
Gypsum board cuttings and waste
Sheathing cuttings and waste
Miscellaneous cutting and waste
Food waste
Demolition waste

Storage Procedures

Wherever possible, minimize production of solid waste materials.
Designate a foreman or supervisor to oversee and enforce proper solid waste procedures.
Instruct construction workers in proper solid waste procedures.
Segregate potentially hazardous waste from non-hazardous construction site debris.
Keep solid waste materials under cover in either a closed dumpster or other enclosed trash container that limits contact with rain and runoff.
Store waste materials away from drainage ditches, swales and catch basins.
Do not allow trash containers to overflow.
Do not allow waste materials to accumulate on the ground.
Prohibit littering by workers and visitors.
Police site daily for litter and debris.
Enforce solid waste handling and storage procedures.

Disposal Procedures

If feasible, segregate recyclable wastes from non-recyclable waste materials and dispose of properly.
General construction debris may be hauled to a licensed construction debris landfill (typically less expensive than a sanitary landfill).
Use waste facilities approved by local jurisdiction.
Runoff which comes into contact with unprotected waste shall be directed into structural treatment such as silt fence to remove debris.

Education

Educate all workers on solid waste storage and disposal procedures.
Instruct workers in identification of solid waste and hazardous waste.
Have regular meetings to discuss and reinforce disposal procedures (incorporate in regular safety seminars).
Clearly mark on all solid waste containers which materials are acceptable.

Quality Control

Foreman and/or construction supervisor shall monitor on-site solid waste storage and disposal procedures.
Discipline workers who repeatedly violate procedures.

Requirements

Jobsite waste handling and disposal education and awareness program.
Commitment by management to implement and enforce Solid Waste Management Program.
Compliance by workers.
Sufficient and appropriate waste storage containers.
Timely removal of stored solid waste materials.
Possible modest cost impact for additional waste storage containers.
Small cost impact for training and monitoring.
Minimal overall cost impact.

LIMITATIONS

Only addresses non-hazardous solid waste.
One part of a comprehensive construction site management program.

CONCRETE WASTE MANAGEMENT

DESCRIPTION

Concrete waste at construction sites comes in two forms; 1) excess fresh concrete mix including truck and equipment washing, and 2) concrete dust and concrete debris resulting from demolition and sawing. Both forms have the potential to impact water quality through storm water runoff contact with the waste.

PRIMARY USE

Concrete waste is present at most construction sites. This BMP should be utilized at sites in which concrete waste is present.

APPLICATIONS

A number of water quality parameters can be affected by introduction of concrete – especially fresh concrete. Concrete affects the pH of runoff, causing significant chemical changes in water bodies and harming aquatic life. Suspended solids in the form of both cement and aggregate dust are also Generated from both fresh and demolished concrete waste:

Current Unacceptable Waste Concrete Disposal Practices

Dumping in vacant areas on the job-site.
Illicit dumping off-jobsite.
Dumping into ditches or drainage facilities.

Recommended Disposal Practices

Avoid unacceptable dumping practices listed above.
Develop predetermined, safe concrete disposal areas.
Provide a washout area with a minimum of 6 cubic feet of containment area volume for every 10 cubic yards of concrete poured.
Never dump waste concrete illicitly or without property owners knowledge and consent.
Treat runoff from storage area through the use of structural controls as required.

Education

Drivers and equipment operators should be instructed on proper disposal and equipment washing practices (see above).
Supervisors must be made aware of the potential environmental consequences of improperly handling concrete waste.

Enforcement

The construction site manager or foreman must ensure that employees and pre-mix companies follow proper procedures for concrete disposal and equipment washing.
Employees violating disposal or equipment cleaning directives must be reeducated or disciplined if necessary.

Demolition Practices

Monitor weather and wind direction to ensure concrete dust is not entering drainage structures and surface waters.
Where appropriate, construct sediment traps or other types of sediment detention devices downstream of demolition activities.

Requirements

Use predetermined disposal for waste concrete.
Prohibit dumping waste concrete anywhere but predetermined areas.
Assign predetermined truck and equipment washing areas.
Educate drivers and operators on proper disposal and equipment cleaning procedures.

Costs

Minimal cost impact for training and monitoring.
Concrete disposal cost depends on availability and distance to suitable disposal areas.
Additional costs involved in equipment washing could be significant.

LIMITATIONS

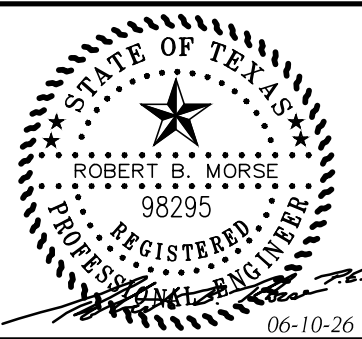
This concrete waste management program is one part of a comprehensive construction site management program.

NOTE:
Owner and Contractor to be responsible for submitting N.O.T. (Notice Of Intent) prior to beginning any construction. Owner and Contractor also to submit N.O.T. (Notice Of Termination).

MISC. INFORMATION	REVISION	DATE	DESCRIPTION
NOTE: Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.			



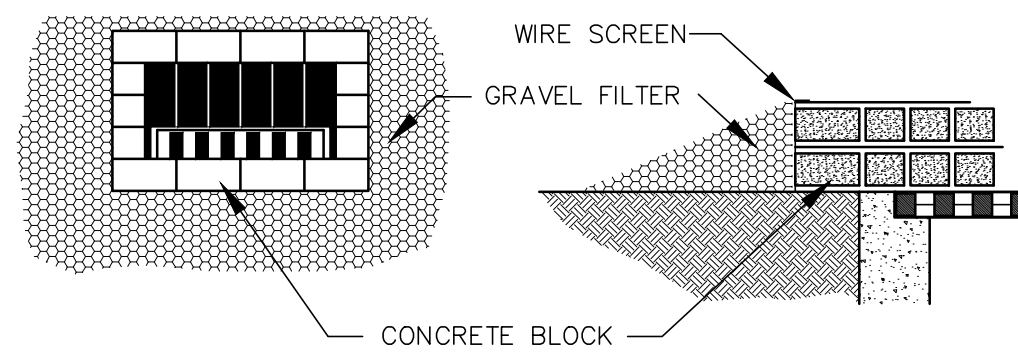
RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579



EROSION CONTROL NOTES
Aubrey ISD Administration Building
Aubrey, TX 76227

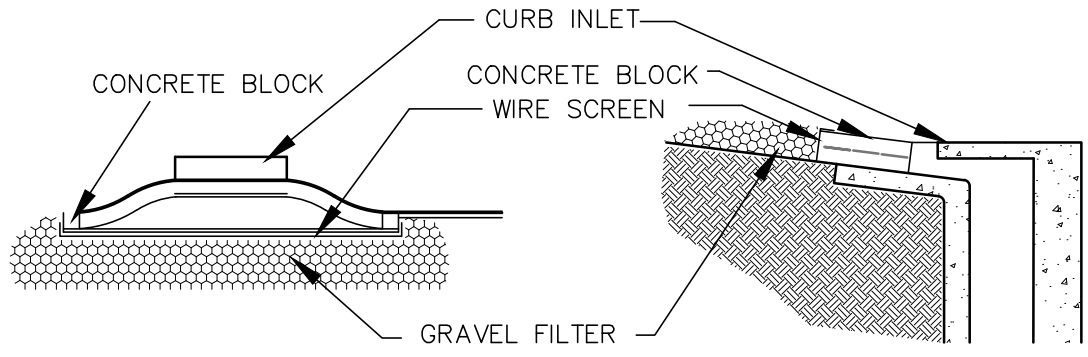
DESIGNED BY: RLK Engineering	TECH REVIEW: RLK	DRAWING FILE: 25097A EROS NOTES.dwg	DRAWING SCALE: 1" = 40'	SHEET: CERA2
DRAWN BY: RLK Engineering	PEER REVIEW: RLK	DRAWING DATE: 06-10-26	PROJECT NUMBER: RLK- 25097	

Page 809 of 1066



DROP INLET PROTECTION

Do not completely block off public inlets with erosion control. Leave the top 2" of the inlet opening clear.



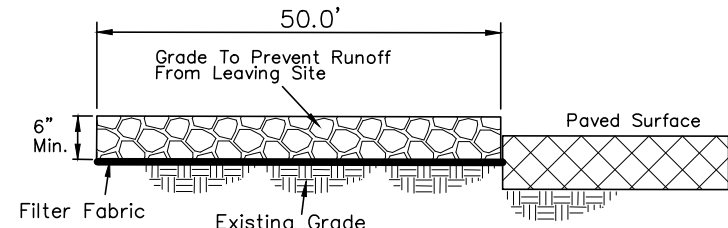
CURB INLET PROTECTION

INLET PROTECTION

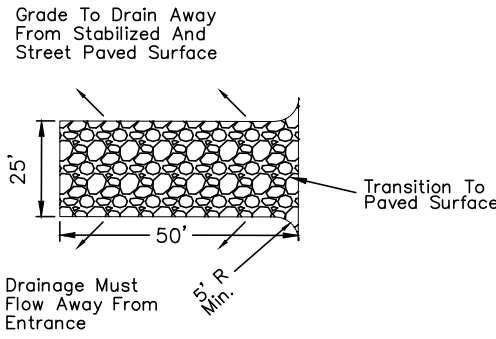
N.T.S.

BLOCK AND GRAVEL PROTECTION

Concrete blocks are to be placed on their sides in a single row around the perimeter of the inlet, with ends abutting. Opening in the blocks should face outward, not upward. Wire mesh shall then be placed over the outside face of the blocks covering the holes. Filter stone shall then be piled against the wire mesh to the top of the blocks with the base of the stone being a minimum of 18 inches from the blocks. Periodically, when the stone filter becomes clogged, the stone must be removed and cleaned in a proper manner or replaced with new stone and piled back against the wire mesh.



PROFILE VIEW



PLAN VIEW

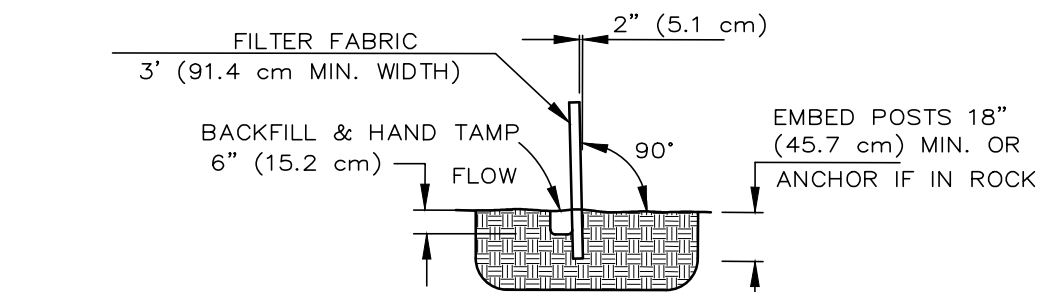
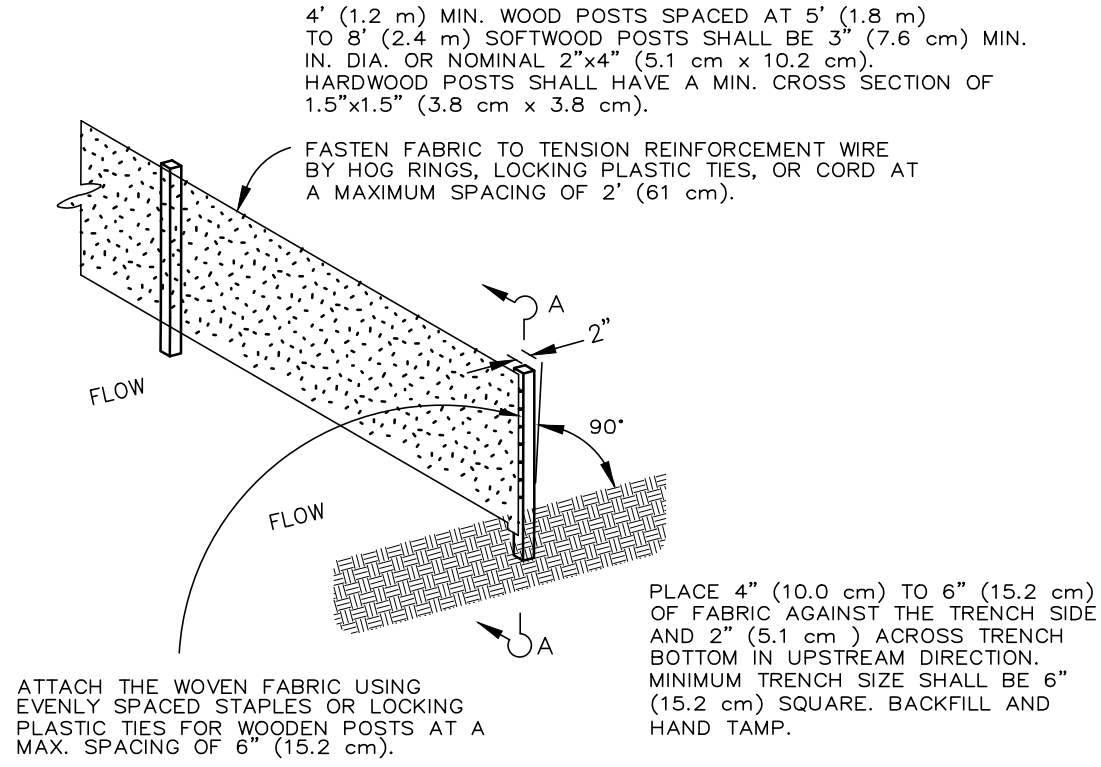
STABILIZED CONSTRUCTION ENTRANCE

Location of stabilized construction entrance shall be determined by Contractor at time of construction.

*Location To Be Determined By Contractor

SILT FENCE

1. Wood posts which support the silt fence shall be installed on a slight angle toward the anticipated runoff source. Post must be embedded a minimum of one foot.
2. The toe of the silt fence shall be trenched in with a spade or mechanical trencher, so that the downslope face of the trench is flat and perpendicular to the line of flow. Where fence cannot be trenched (e.g. pavement), weight fabric flap with washed gravel on uphill side to prevent flow under fence.
3. The trench must be a minimum of 6" deep and 6" wide to allow for the silt fence fabric to be laid in the ground and backfilled with compacted material.
4. Silt fence should be securely fastened to each wood support post or to woven wire, which is then in turn attached to the wood fence post. There shall be a 6" double overlap, securely fastened where ends of fabric meet.
5. Inspection shall be made weekly or after each rainfall event. Repair or replacement shall be made promptly as needed.
6. Silt fence shall be removed when the site is completely stabilized so as not to block or impede storm flow or drainage.
7. Accumulated silt shall be removed when it reaches a depth of 6". The silt shall be disposed of in an approved site and in such a manner as to not contribute to additional siltation.



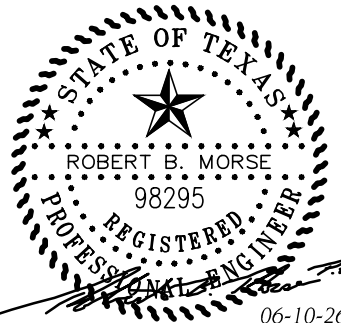
WIRE REINFORCED SILT FENCE

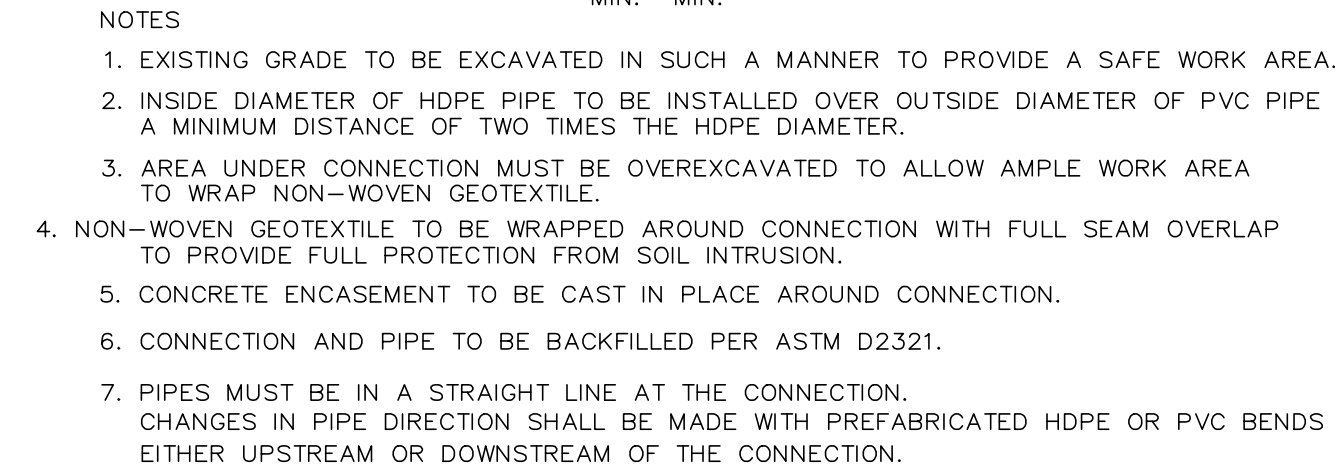
N.T.S.

NOTES

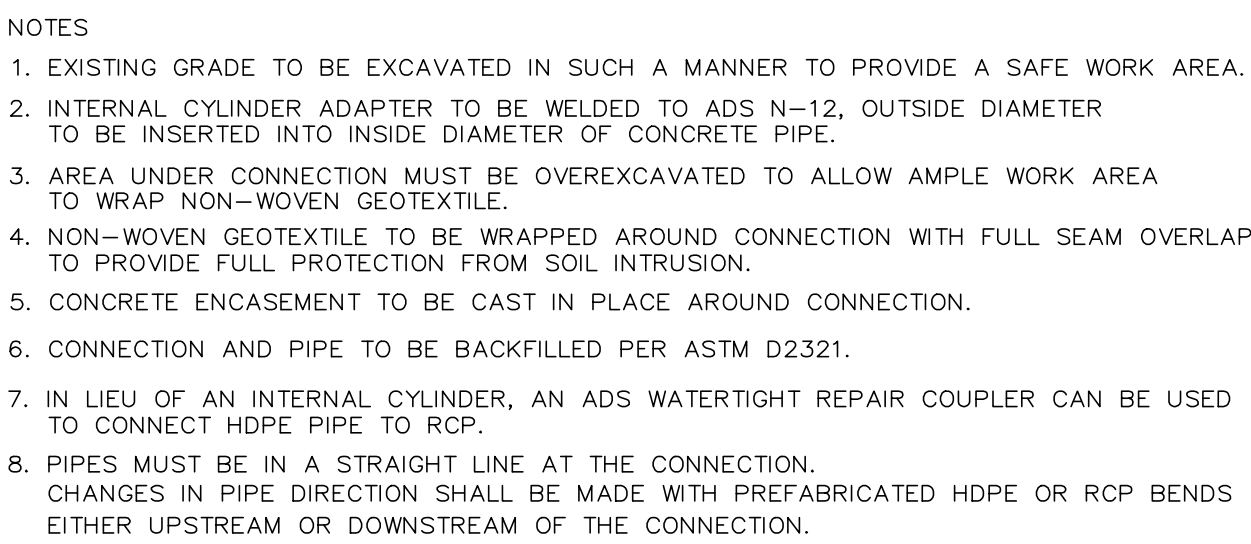
1. Stone shall be 3 to 5 inch diameter crushed rock or acceptable crushed Portland Cement Concrete.
2. When necessary, vehicles shall be cleaned to remove sediment prior to entrance onto a public roadway. When washing is required, it shall be done on an area stabilized with crushed stone, with drainage flowing away from both the street and the stabilized entrance. All sediment shall be prevented from entering any storm drain, ditch, or watercourse using approved methods.
3. The entrance shall maintained in a condition which will prevent tracking or flowing of sediment onto paved surfaces. This may require periodic top dressing with additional stone as conditions demand. All sediment spilled, dropped, washed, or tracked onto paved surfaces must be removed immediately.
4. The entrance must be properly graded or incorporate a drainage swale to prevent runoff from leaving the construction site.
5. Exact location of stabilized construction entrance shall be determined by contractor at time of construction.

NOTE:
Owner and Contractor to be responsible for submitting N.O.I. (Notice Of Intent) prior to beginning any construction. Owner and Contractor also to submit N.O.T. (Notice Of Termination).

MISC. INFORMATION		REVISION	DATE	DESCRIPTION		RLK ENGINEERING, INC. 111 West Main Allen, Texas 75013 (972) 359-1733 Off (972) 359-1833 Fax Texas Registration No. 579		EROSION CONTROL DETAILS				
NOTE:								Aubrey ISD Administration Building				
Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.								Aubrey, TX 76227				
								DESIGNED BY:	TECH REVIEW:	DRAWING FILE:	DRAWING SCALE:	SHEET:
					RLK Engineering	RLK	25097A EROS DETAILS.dwg	1" = 40'				
					DRAWN BY:	PEER REVIEW:	DRAWING DATE:	PROJECT NUMBER:	CERA3			
					RLK Engineering	RLK	06-10-26	RLK-25097				



(PVC PIPE UPSTREAM OF HDPE PIPE)

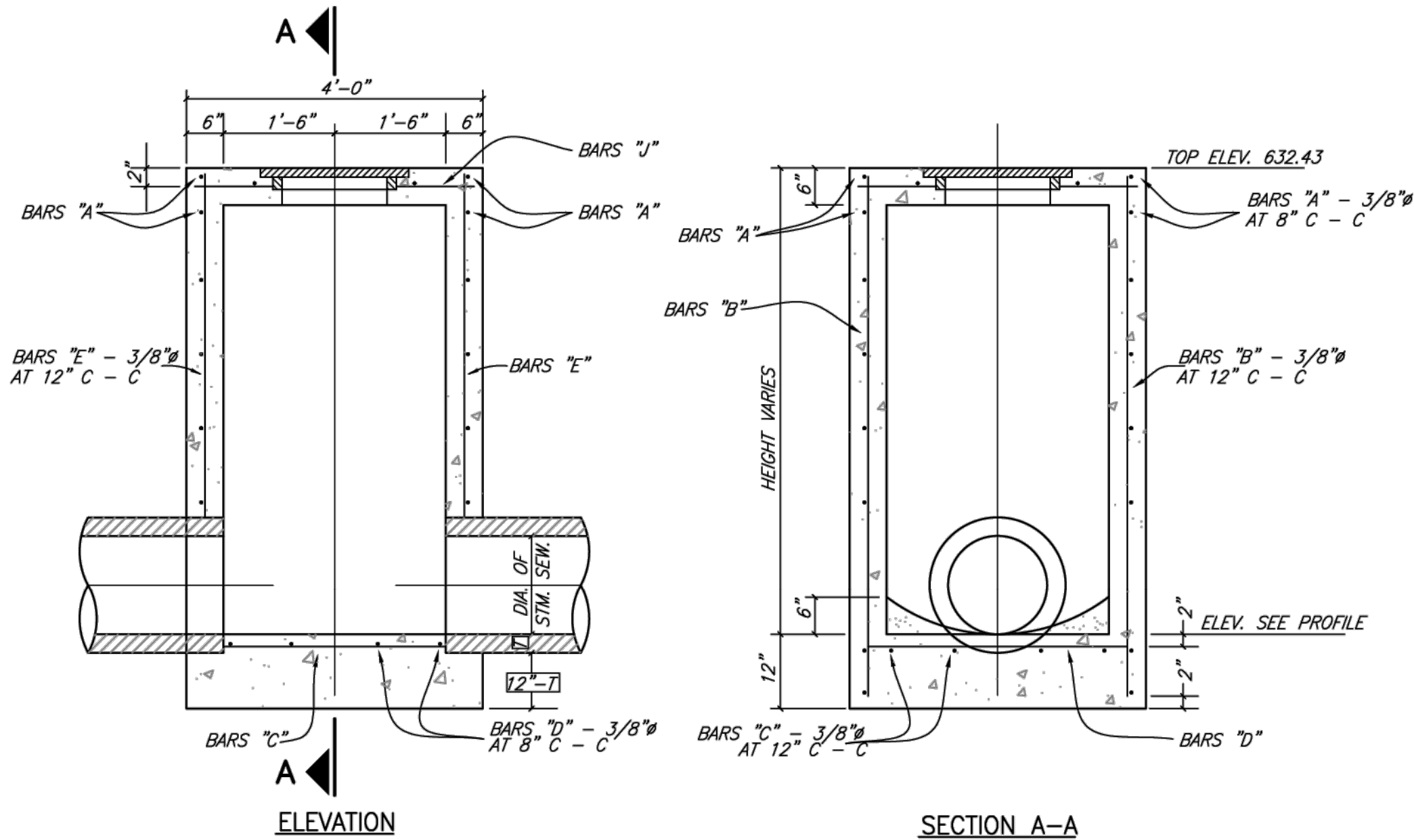


(RCP PIPE DOWNSTREAM OF HDPE PIPE)



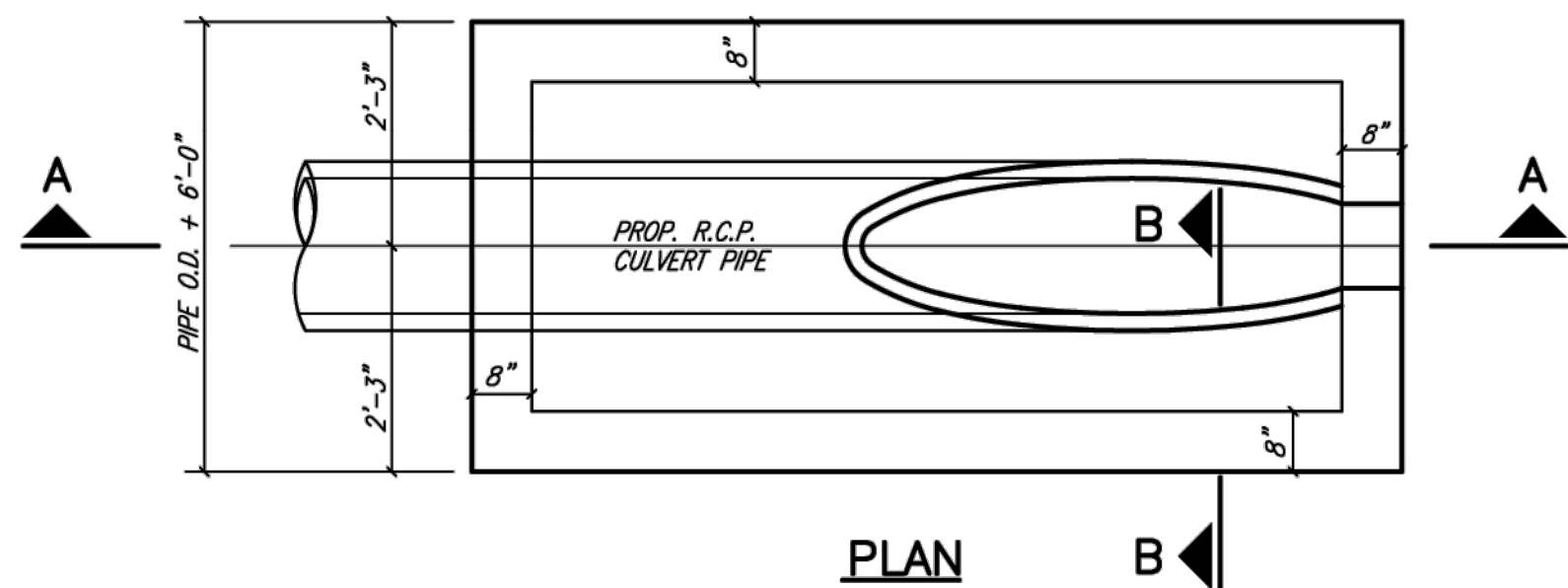
CDTA2

STATE OF TEXAS
★
ROBERT B. MORSE
98295
REGISTERED
PROFESSIONAL ENGINEER

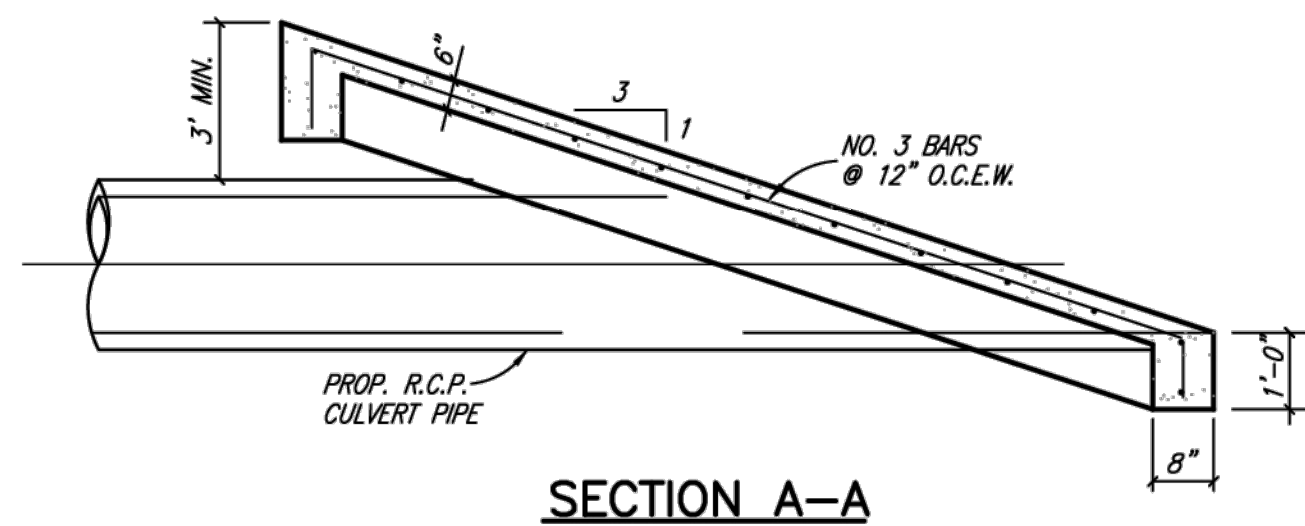


STORM SEWER TYPE A MANHOLE

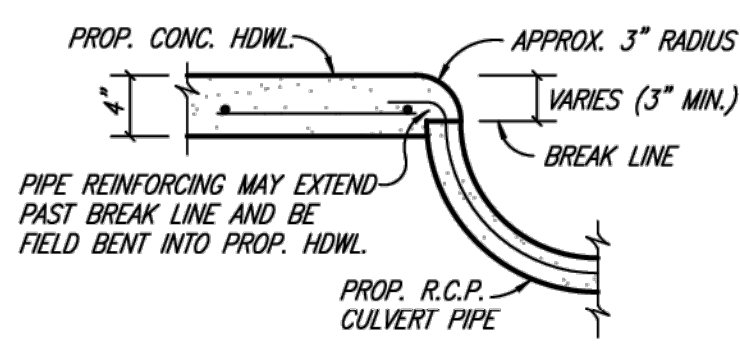
MAX. PIPE SIZE 30"
(TYPEAMH)



PLAN

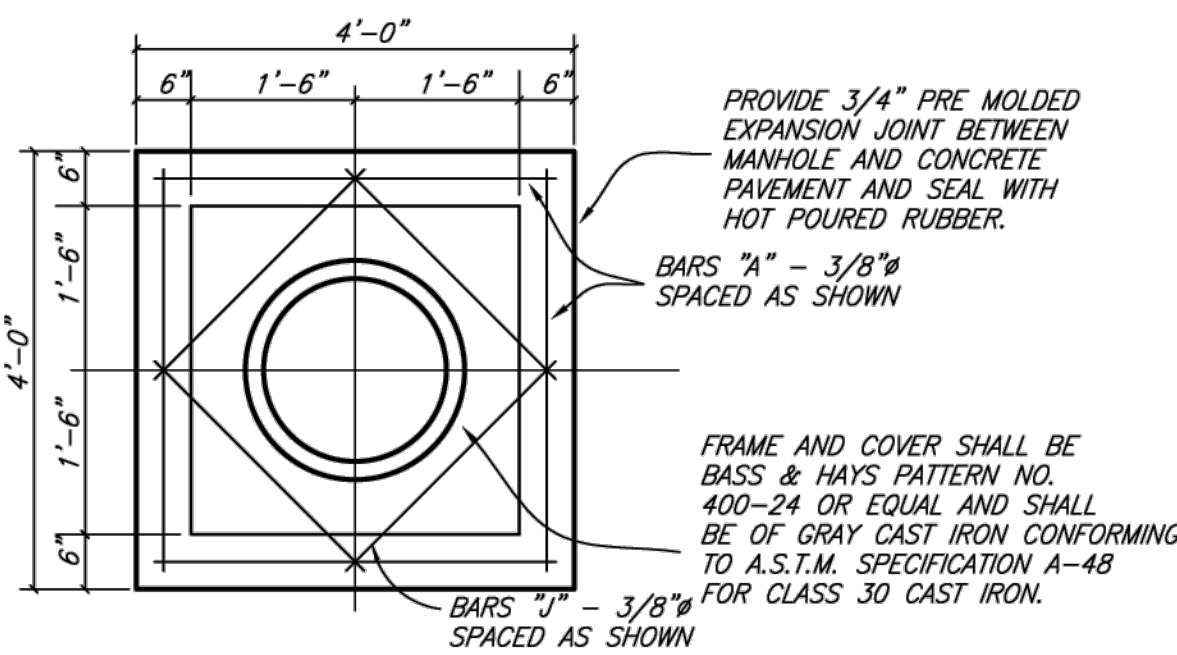


SECTION A-A



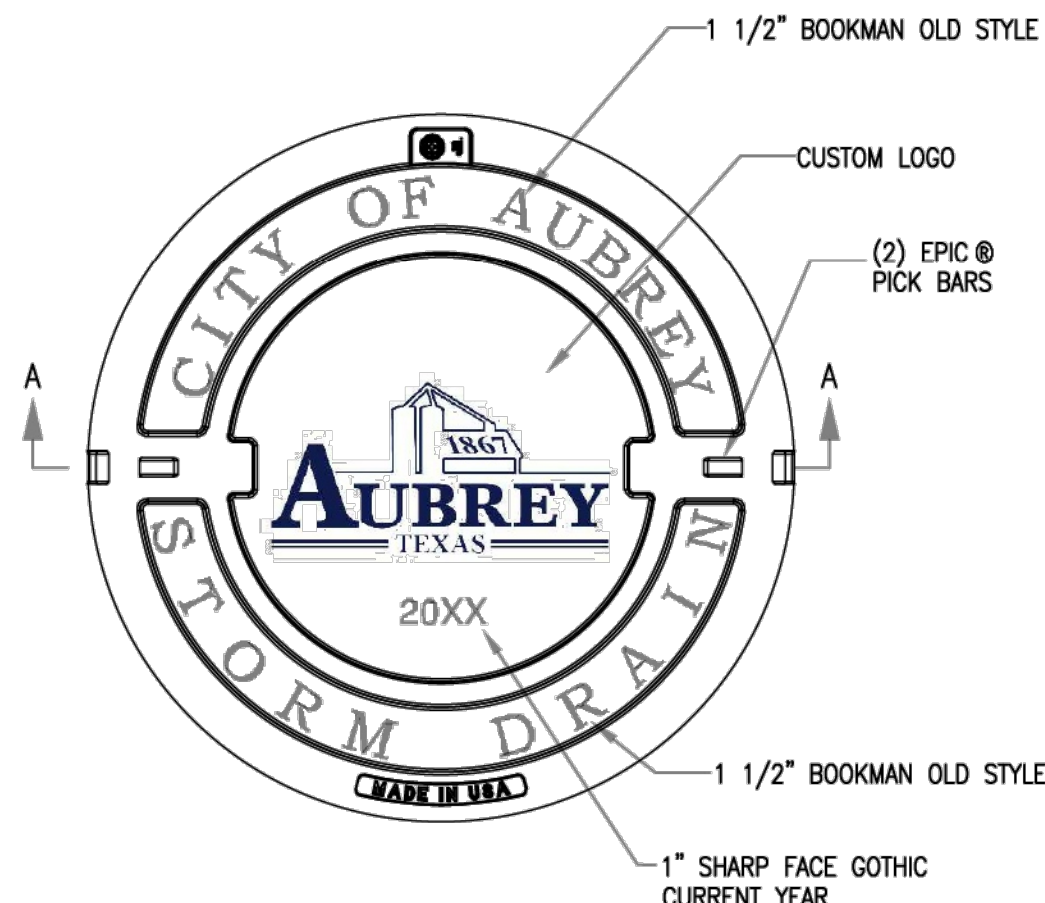
SECTION B-B

SLOPED CONCRETE HEADWALL

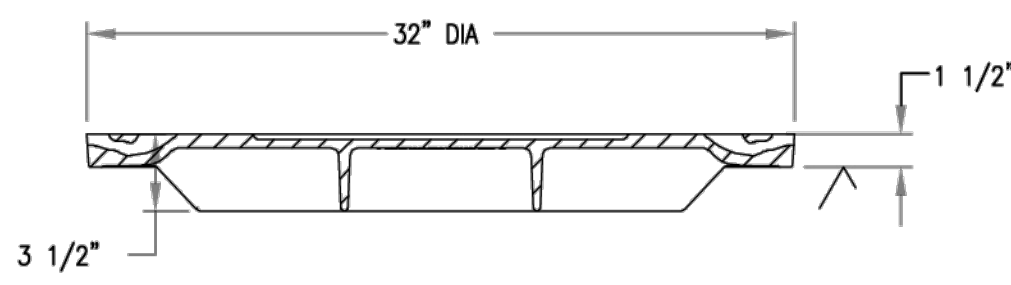


TOP PLAN TYPE A & TYPE B STORM SEWER MANHOLE

(MH-TOP)

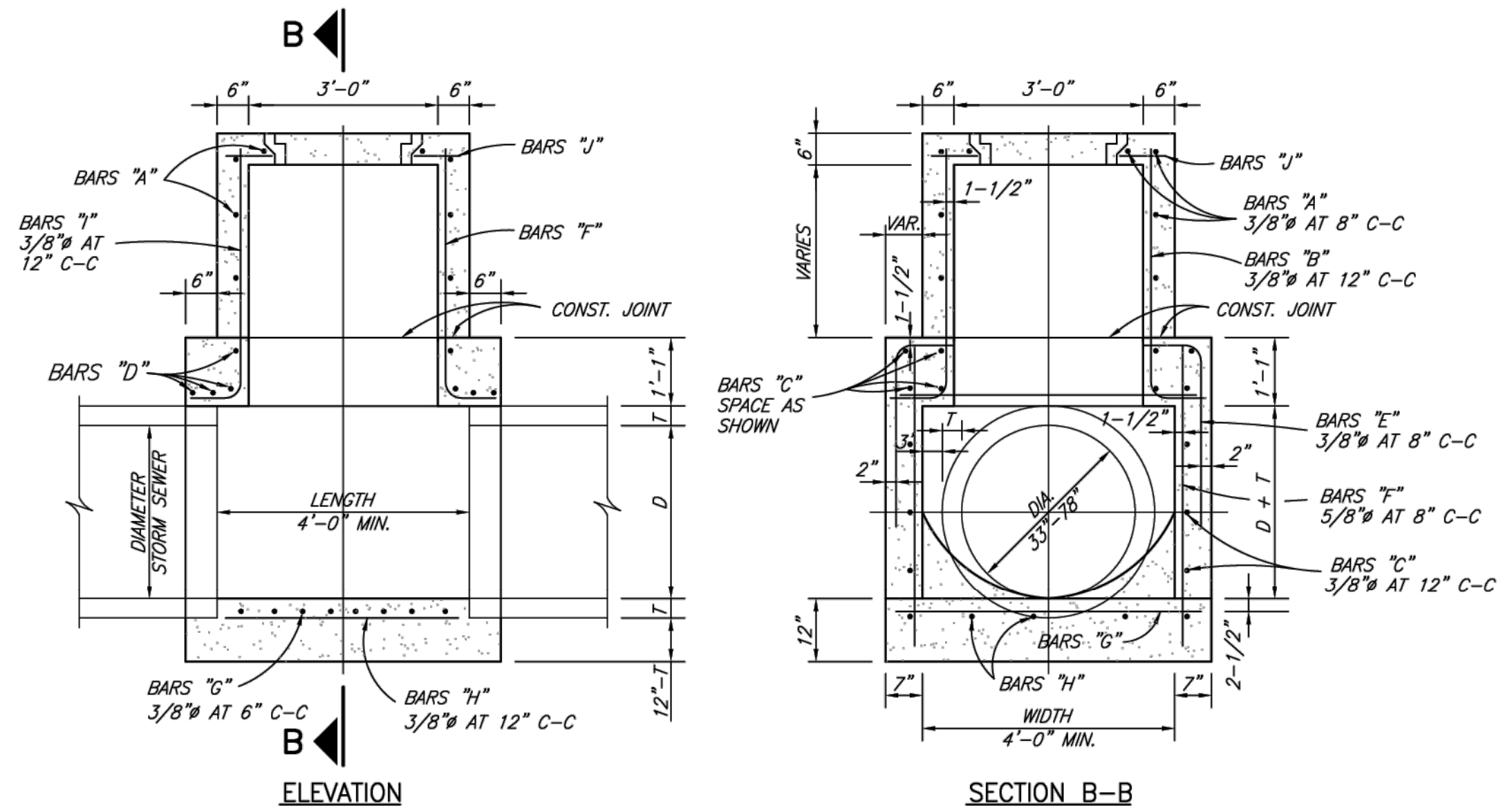


PLAN OF STORM DRAIN COVER



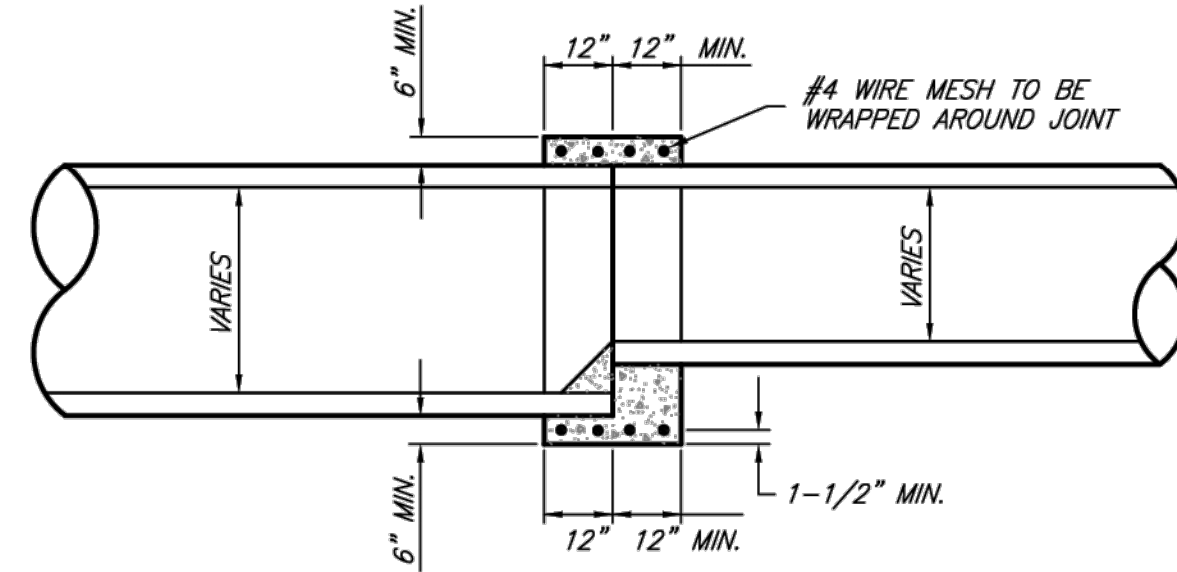
SECTION A-A OF COVER

STORM DRAIN INLET COVER
BASS & HAYS COVER, PART# VRM30-LID98 OR EJ 1408A1 COVER,
BASS & HAYS FRAME, PART# VRM30 RING
(MH-COV5)



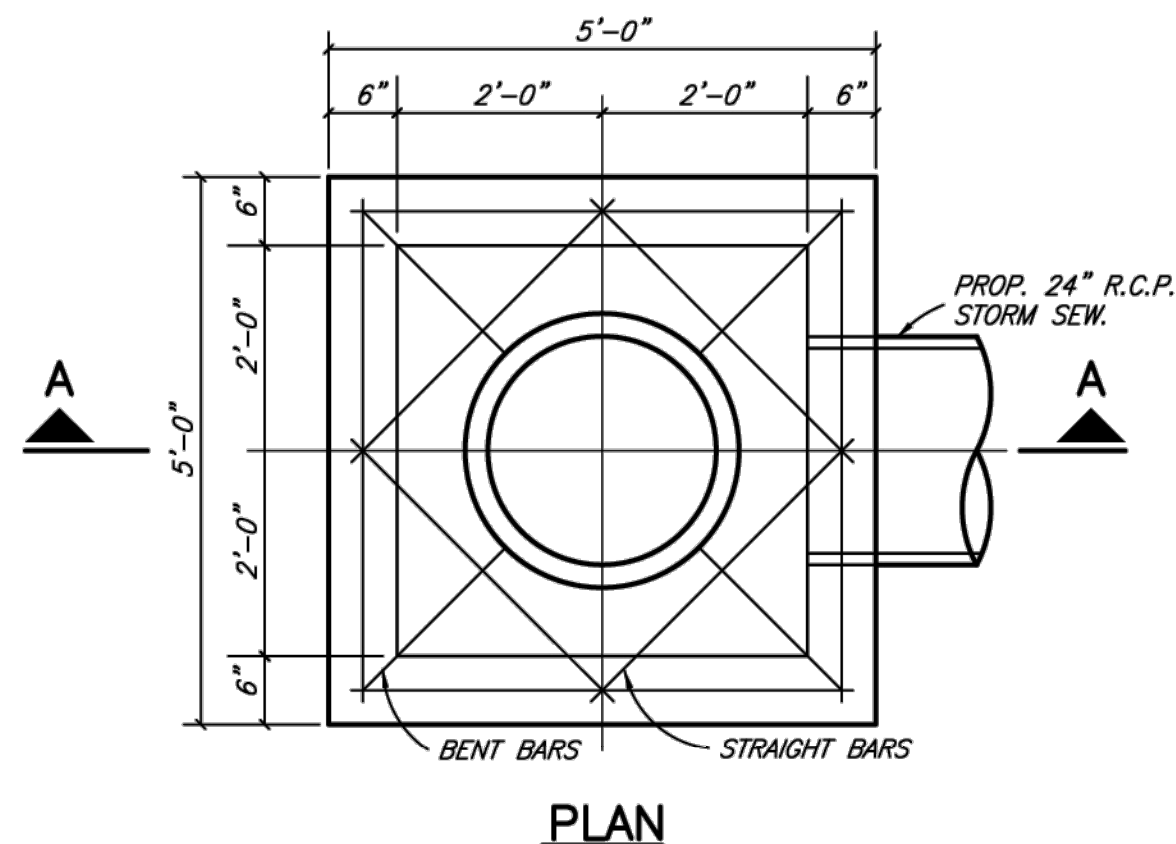
TYPE B STORM SEWER MANHOLE

MAX. PIPE SIZE 78"
(TYPEBMH)



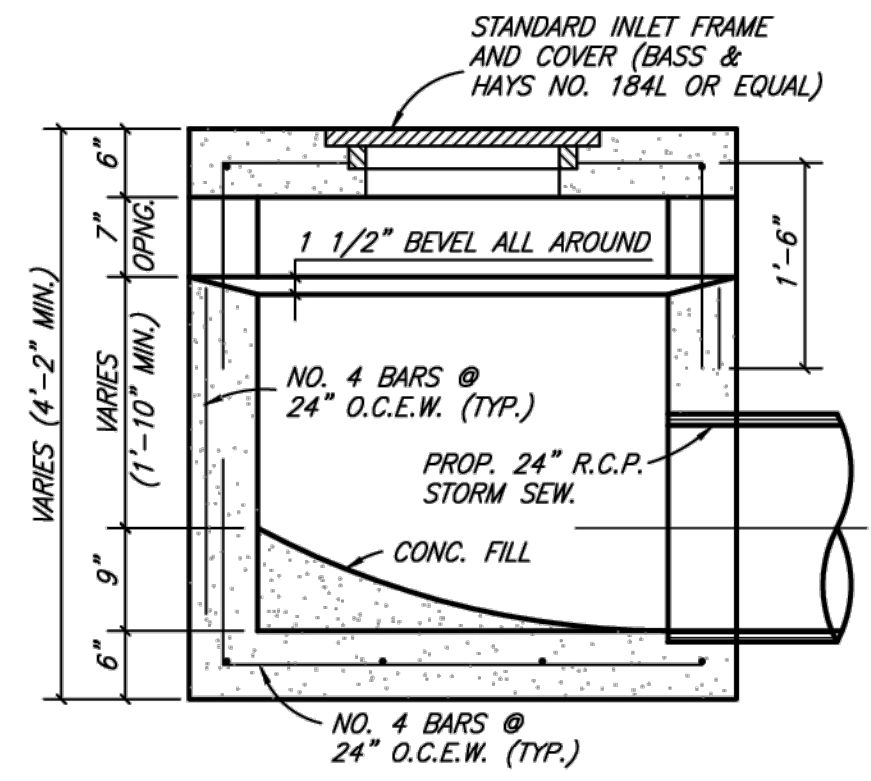
DETAIL OF CONCRETE COLLAR FOR R.C.P. OR R.C.A.P. CONNECTIONS

INSIDE JOINT SHALL BE CONCRETE MORTAR
(CONCCOL)



PLAN

STANDARD DROP INLET



SECTION A-A

CITY OF AUBREY, TEXAS

STANDARD CONSTRUCTION DETAILS
STORM SEWER / INLET / DETAILS

AUGUST, 2024

SHEET NO.

15

REVISED: 8/19/24 - NPandey

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PLOT SCALE: 1:2

PLOT STYLE: 11x17.ctb

PLOTTED BY: Nabin Pandey ON 8/19/2024

NOTE:

Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.

MISC. INFORMATION

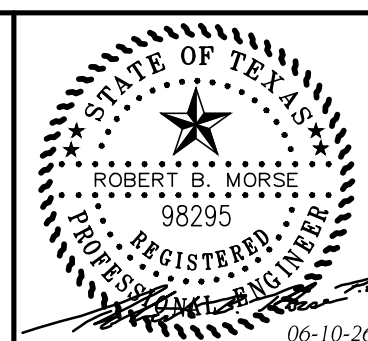
REVISION

DATE

DESCRIPTION



RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579



CITY DETAILS
Aubrey ISD Administration Building
Aubrey, TX 76227

DESIGNED BY:
RLK Engineering

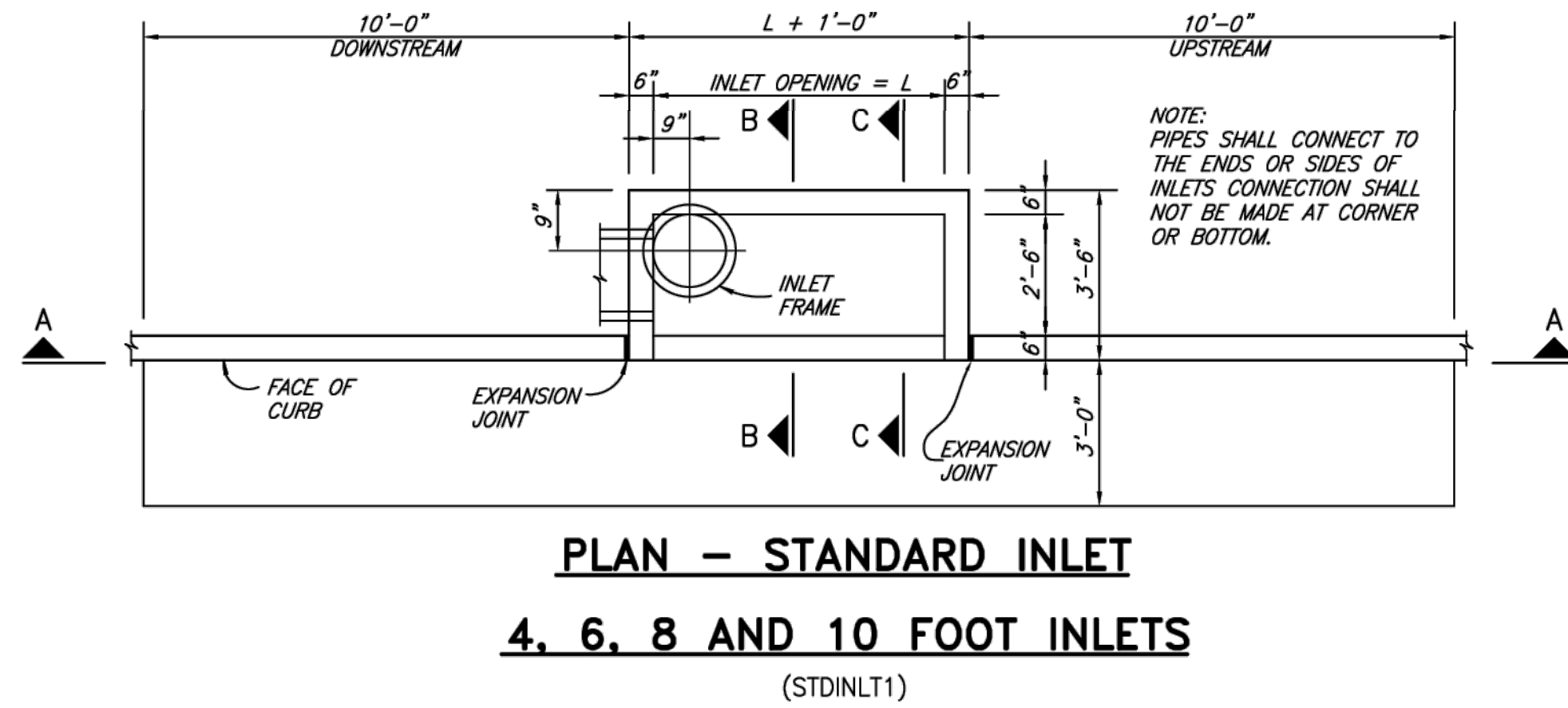
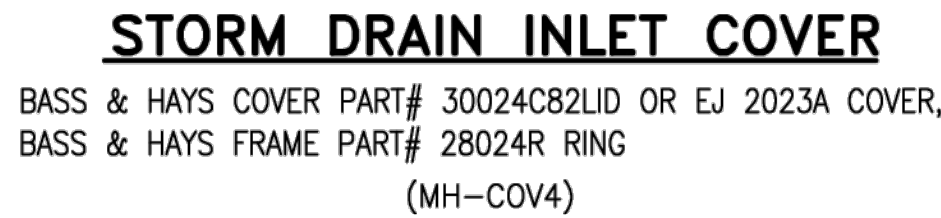
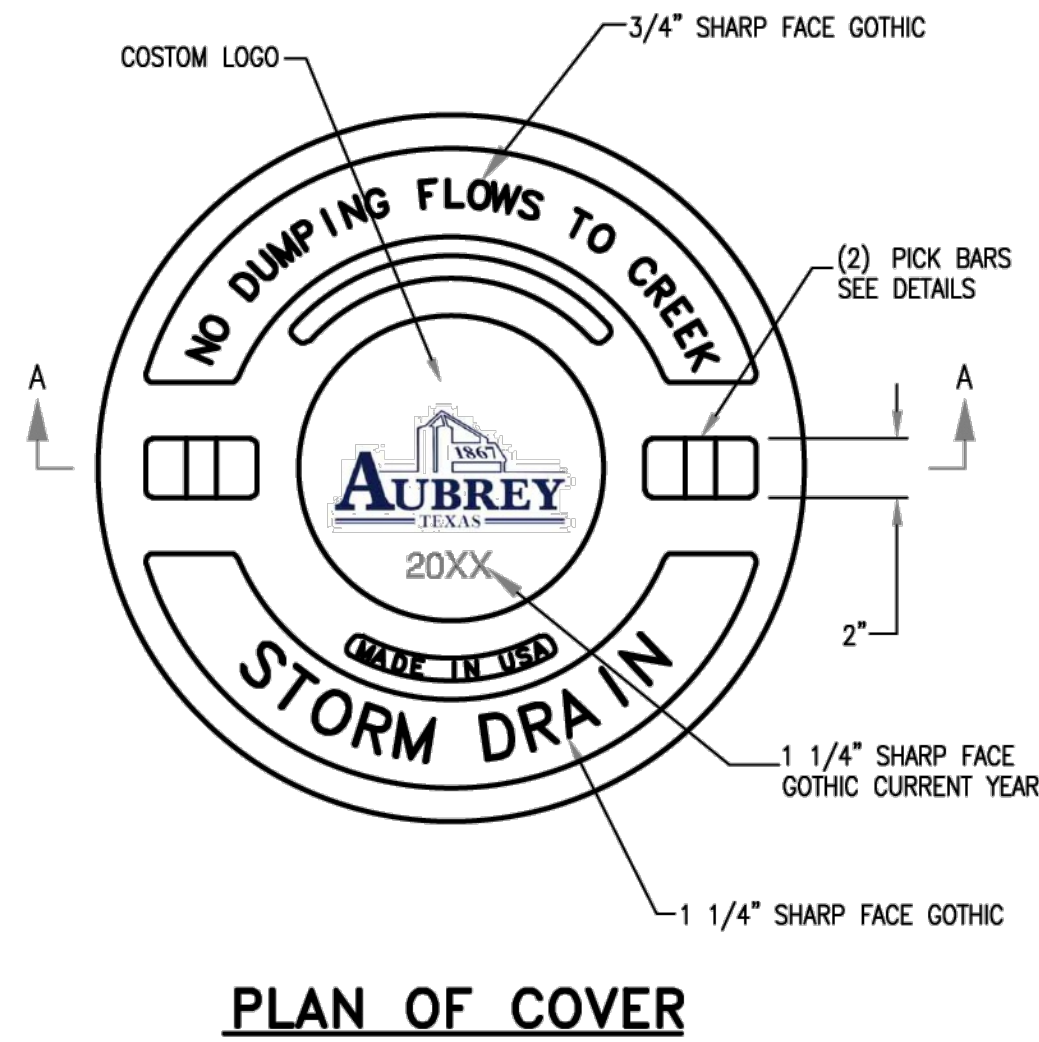
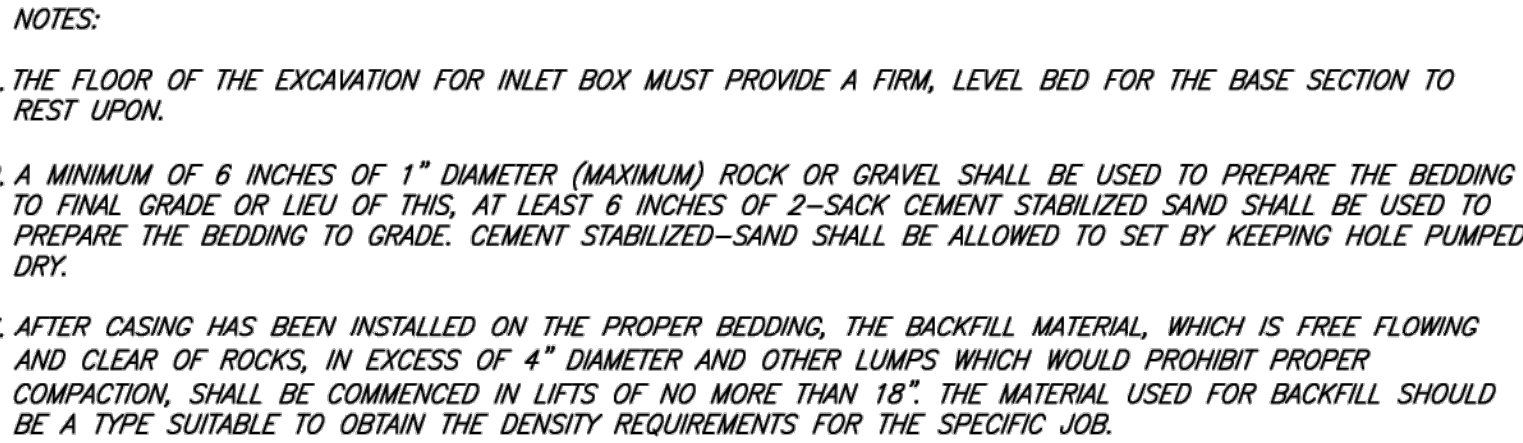
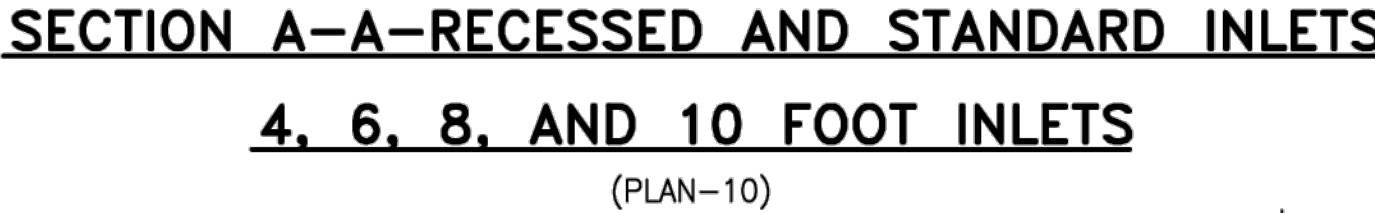
TECH REVIEW:
RLK

DRAWING FILE:
25097A DETAILS.dwg

DRAWING DATE:
06-10-26

SHEET:

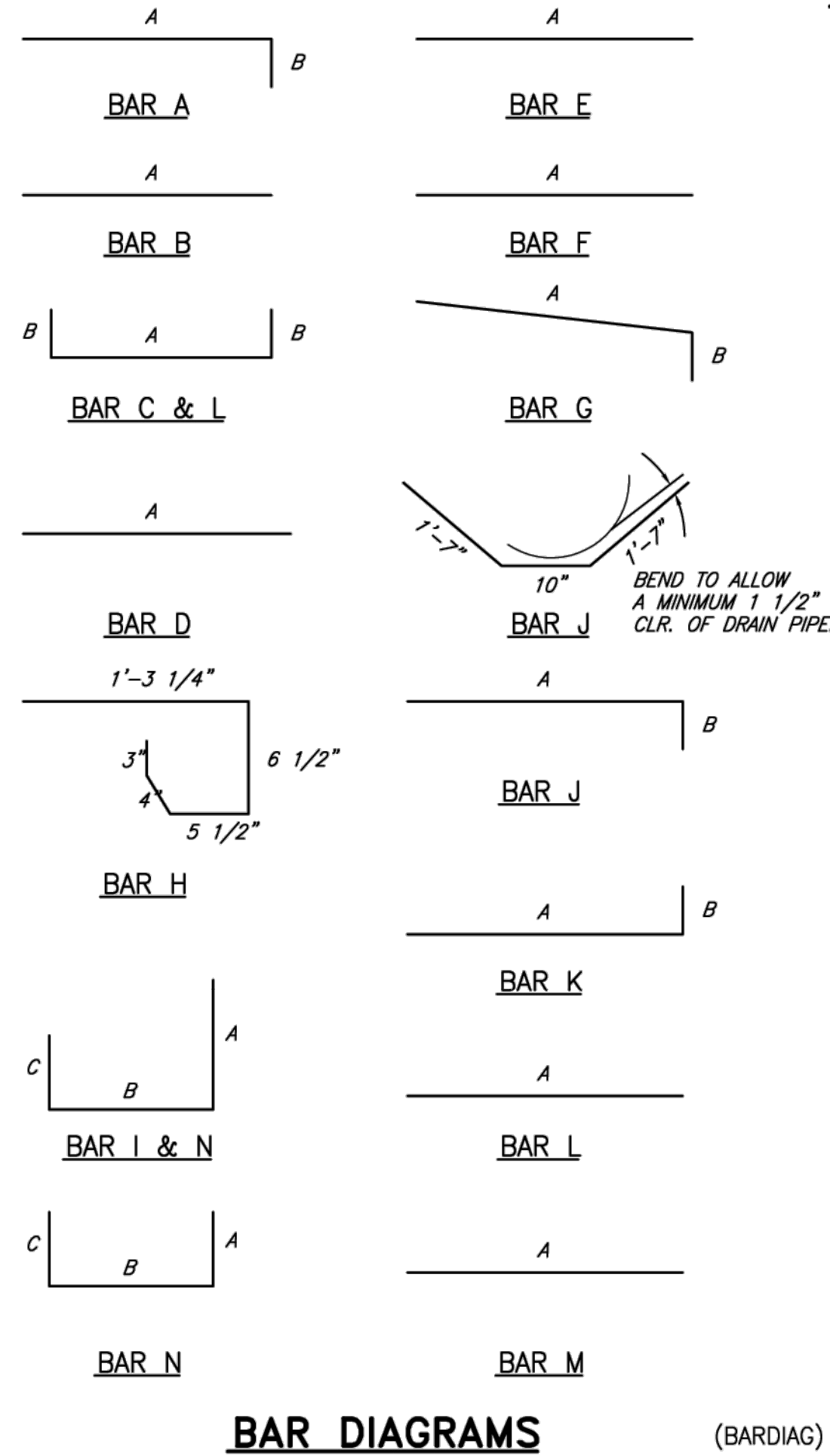
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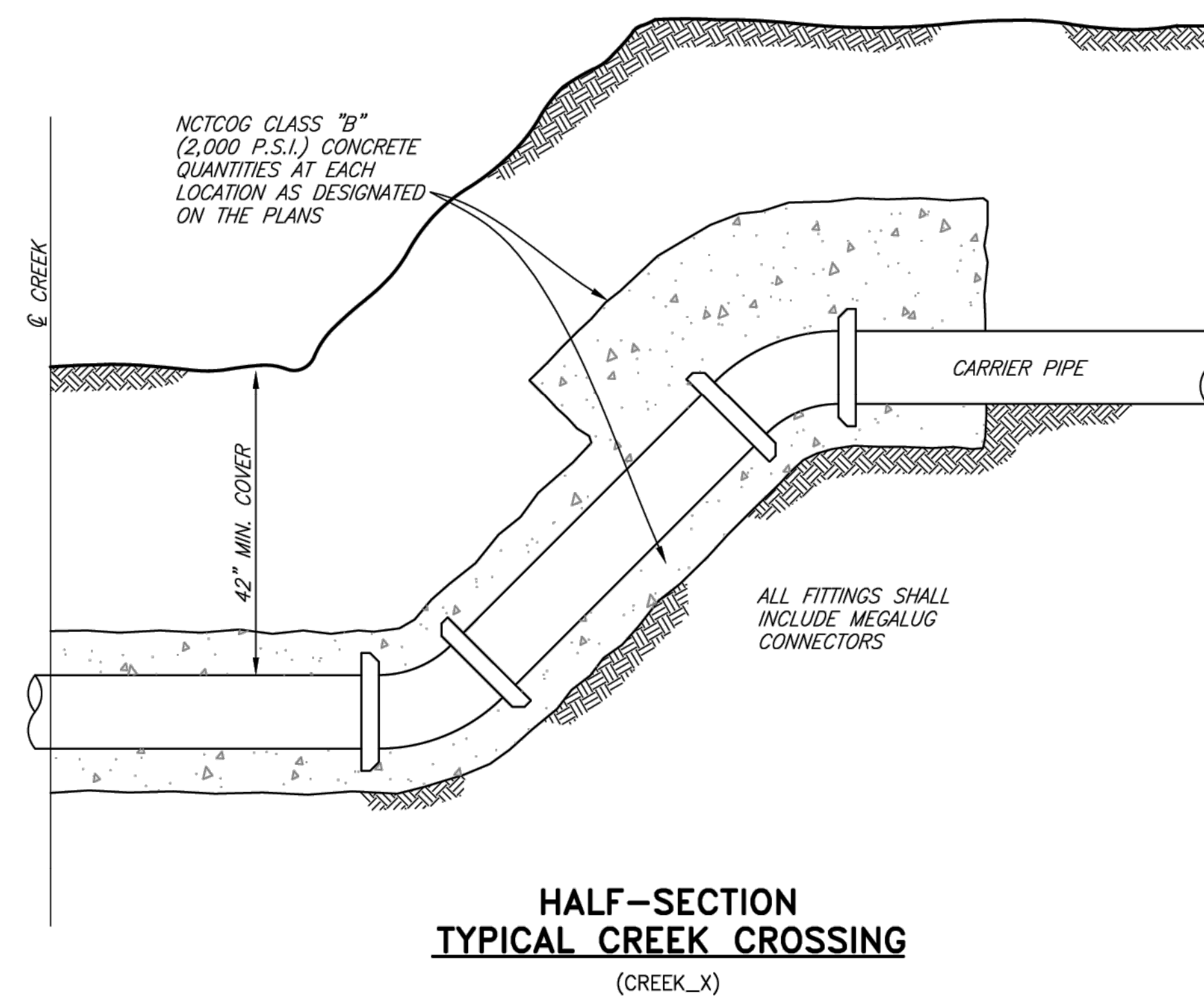
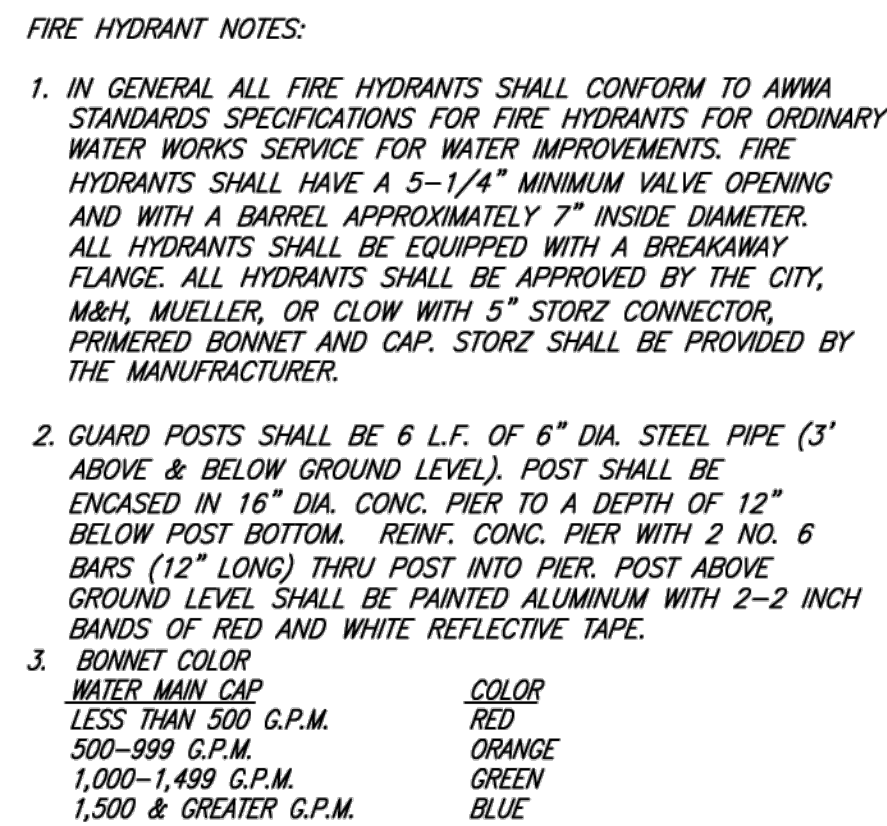


REINFORCING STEEL SCHEDULE

DIMENSIONS SHOWN ARE FOR MAXIMUM SIZE INLETS						
INLET LENGTH	BAR TYPE	BAR DIA. (1/8 IN.)	NO. REQ'D	BAR DIMENSIONS		
				A	B	C
4	A	3	6	3'-2"	0'-3"	—
	B	3	1	2'-10"	—	—
	C	4	15	4'-8"	0'-6"	—
	D	4	5	4'-8"	—	—
	F	4	1	3'-2"	—	—
	G	3	5	2'-0"	1'-3"	—
	H	3	6	*	*	*
6	N	3	3	3'-2"	3'-2"	3'-2"
	A	3	9	3'-2"	0'-3"	—
	B	3	1	4'-10"	—	—
	C	4	15	6'-8"	0'-6"	—
	D	4	5	4'-8"	—	—
	F	4	1	3'-2"	—	—
	G	3	5	2'-0"	1'-3"	—
8	H	3	9	*	*	*
	N	3	3	3'-2"	3'-2"	3'-2"
	A	3	12	3'-2"	0'-3"	—
	B	4	1	6'-10"	—	—
	C	4	15	8'-8"	0'-6"	—
	D	4	5	4'-8"	—	—
	F	4	1	3'-2"	—	—
10	G	3	5	2'-0"	1'-3"	—
	H	3	12	*	*	*
	N	3	3	3'-2"	3'-2"	3'-2"
	A	3	13	3'-2"	0'-3"	—
	B	3	2	8'-10"	—	—
	C	4	16	10'-8"	0'-6"	—
	D	4	4	4'-8"	—	—
	E	5	6	10'-8"	—	—
	G	3	5	2'-0"	1'-3"	—
	H	3	14	*	*	*
	I	4	8	4'-8"	3'-2"	3'-2"
	L	4	5	4'-3"	—	—

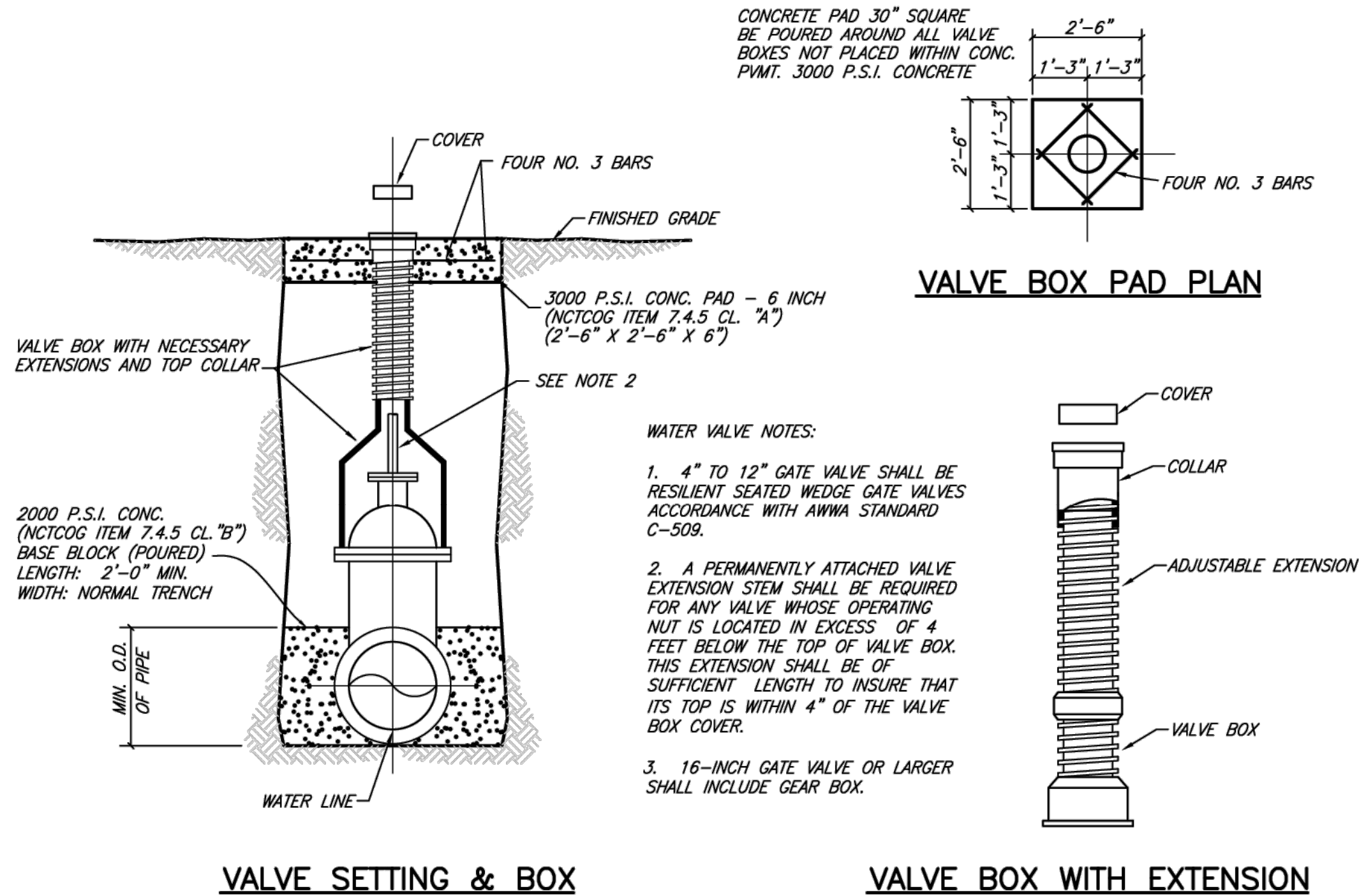
* SEE DIAGRAM FOR DIMENSIONS.
4', 6', 8' AND 10' INLETS



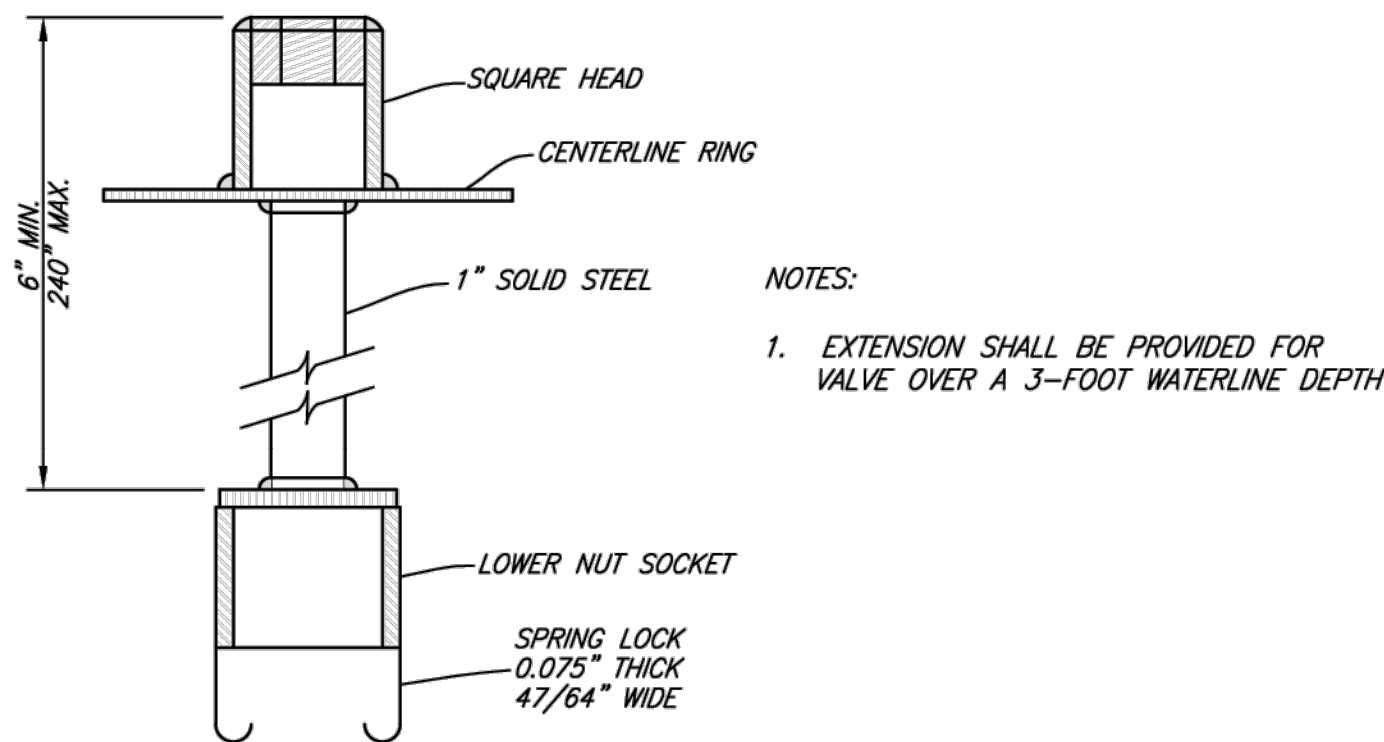


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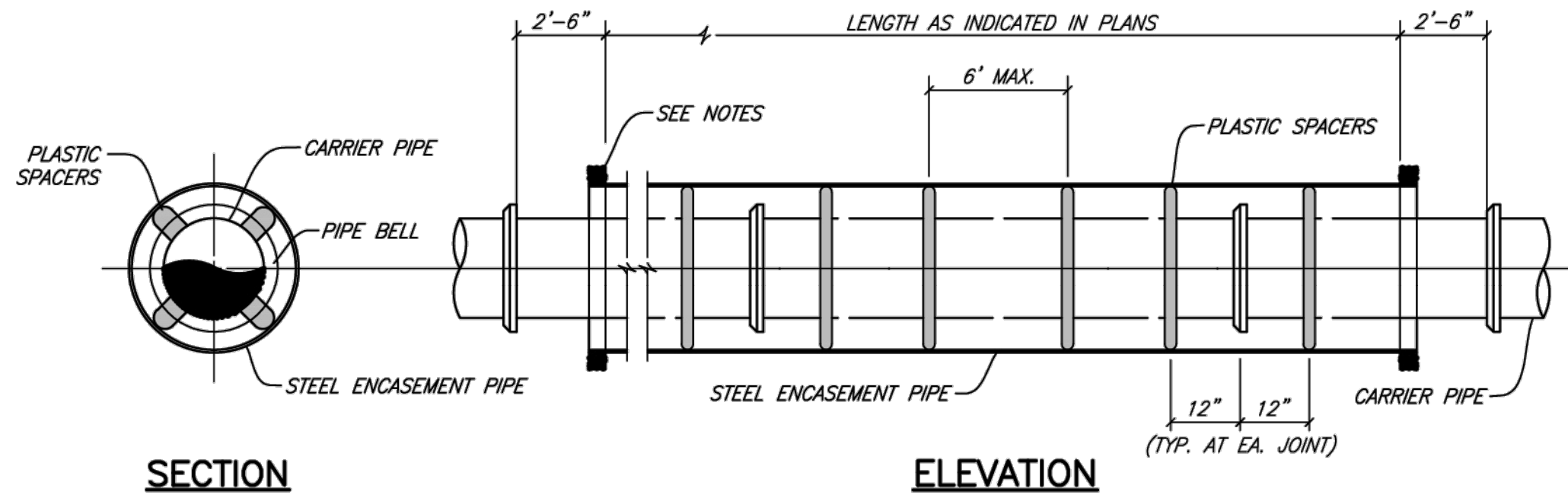
Jun 10, 2026 - 10:15am User: chase



GATE VALVE INSTALLATION
(YARDVLV)



SPRING LOCK VALVE EXTENSION
(LOCK)



ENCASED ROAD BORE
NO SCALE

- NOTES:
- 1) PREFABRICATED PLASTIC SPACERS MUST BE APPROVED BY THE OWNER.
 - 2) CONTRACTOR SHALL PROVIDE SUPPORT UNDER CARRIER PIPE TO HAVE MIN. 1" CLEARANCE BETWEEN PIPE BELL AND ENCASEMENT PIPE.
 - 3) ENDS OF ENCASEMENT PIPE SHALL BE PLUGGED WITH BRICK AND MORTAR FOR ROADWAY CROSSINGS. PLUGS SHALL BE CONSTRUCTED WITH A WEEP HOLE.

												CITY OF AUBREY, TEXAS		AUGUST, 2024	SHEET NO. 19
												STANDARD CONSTRUCTION DETAILS WATER			

REVISED: 8/19/24 - NPandey

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PLOT SCALE: 1:2

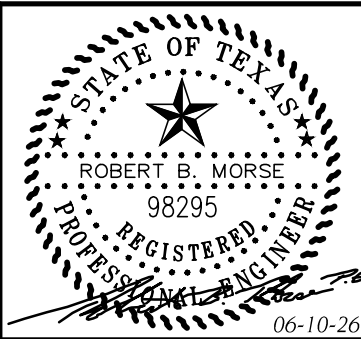
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PLOTTED BY: Nabin Pandey ON 8/19/2024

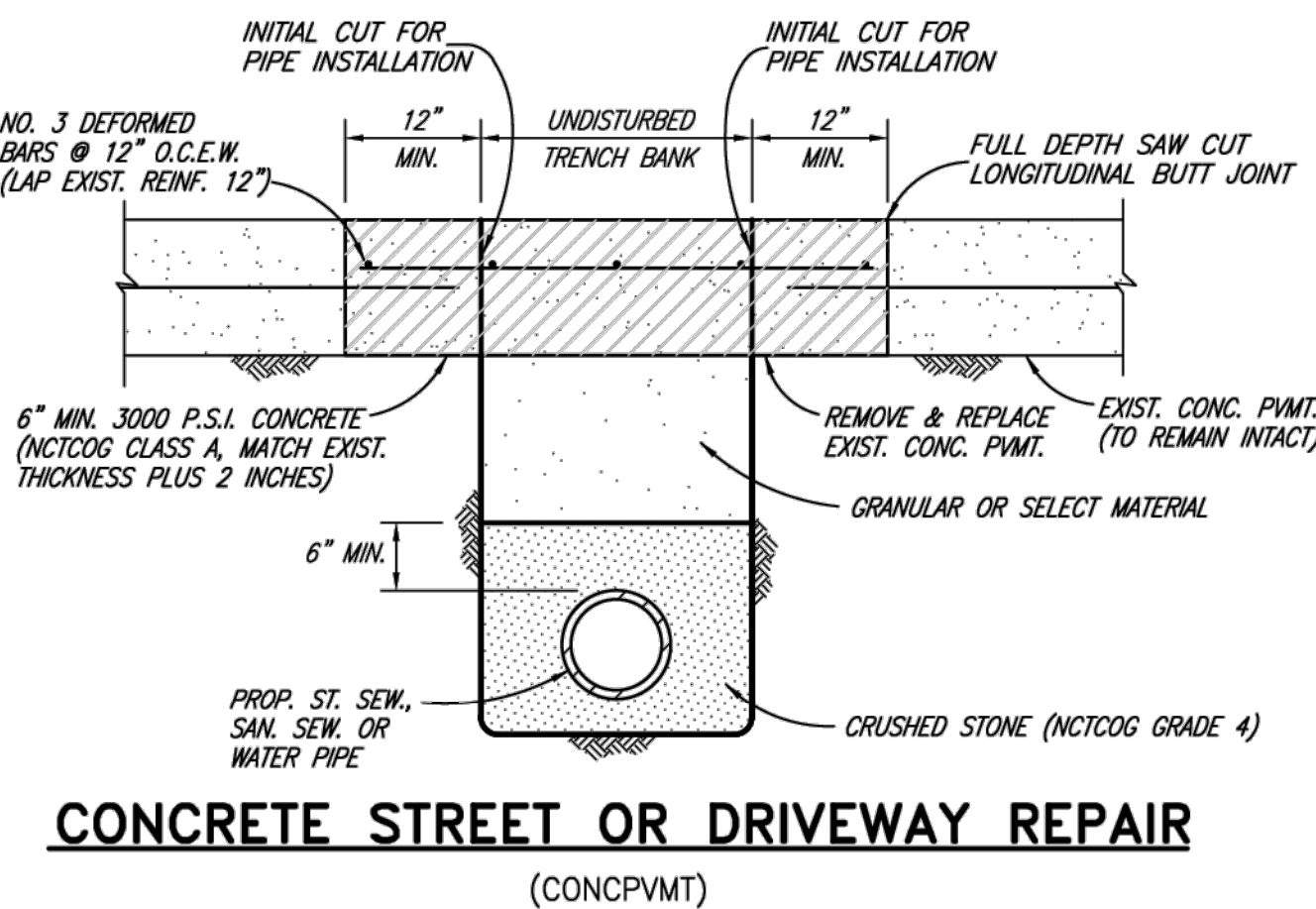
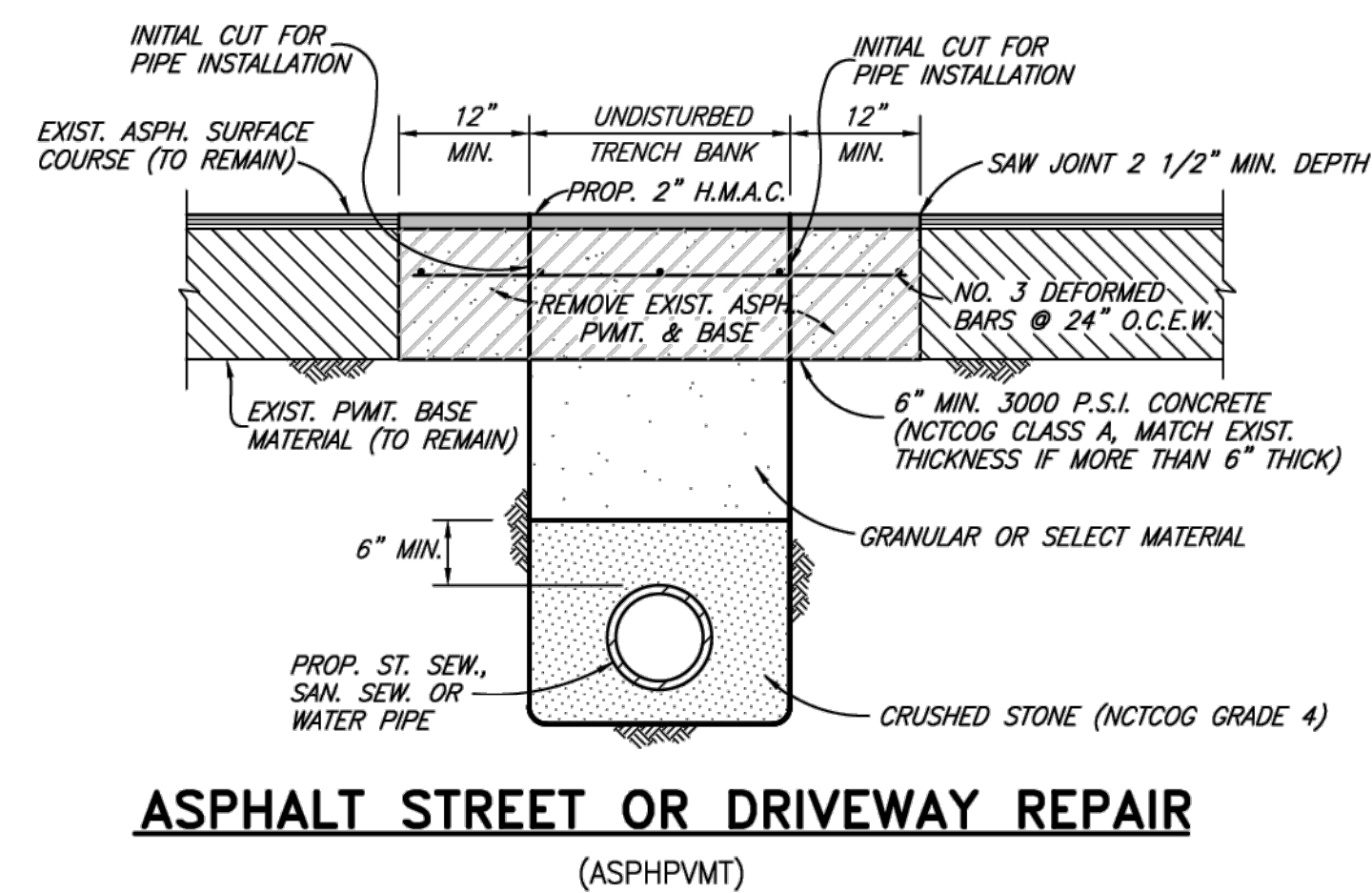
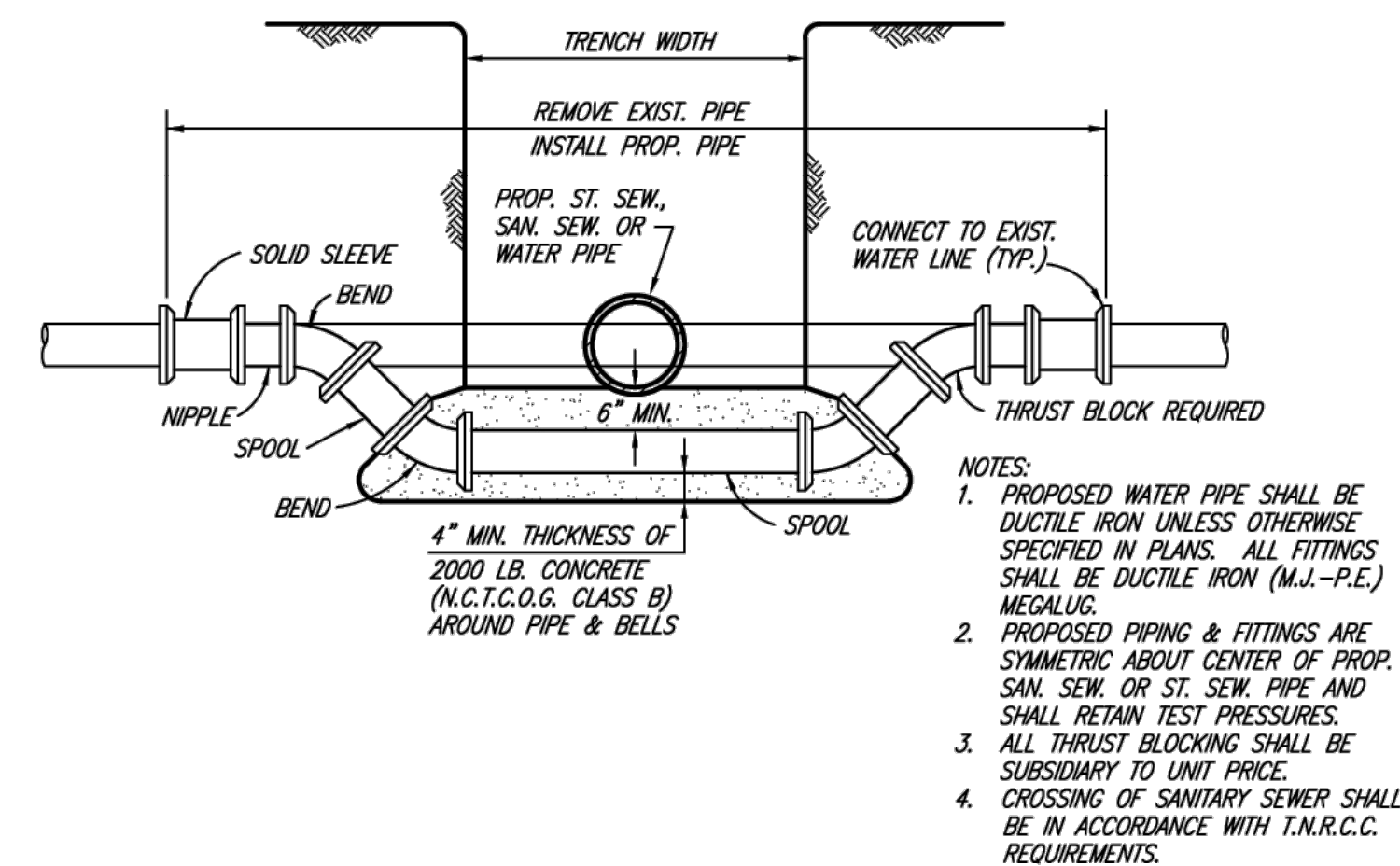
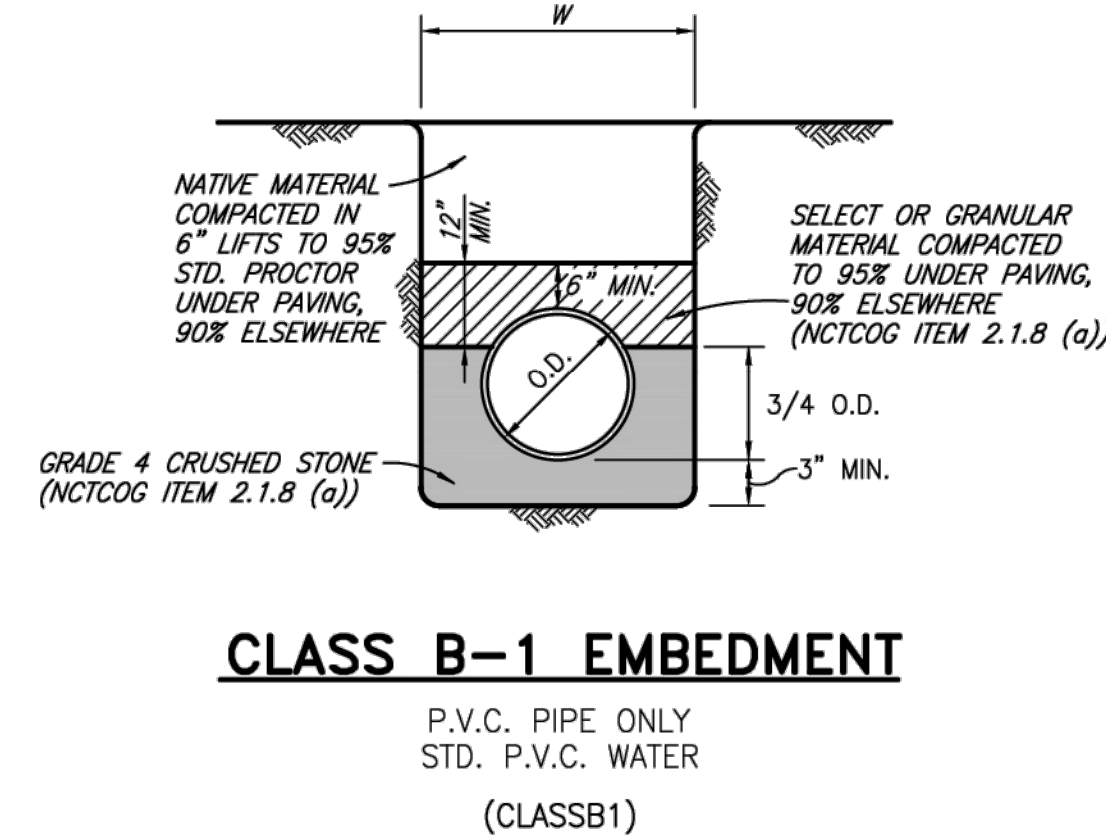
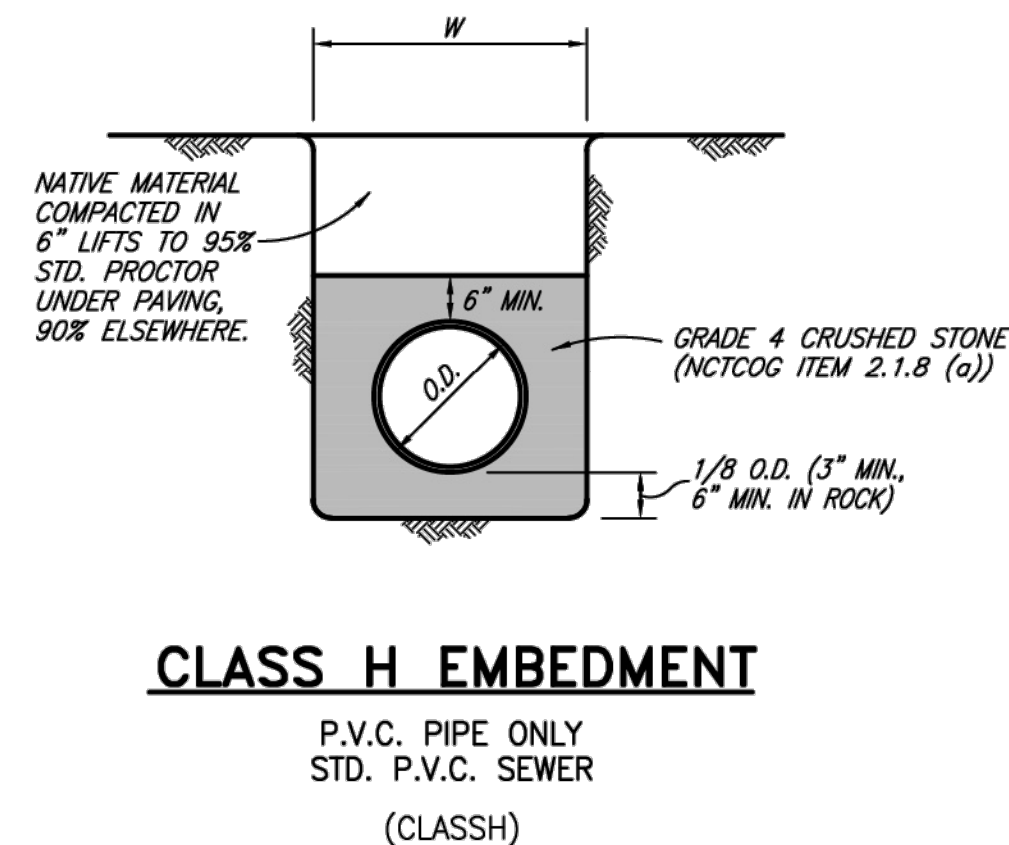
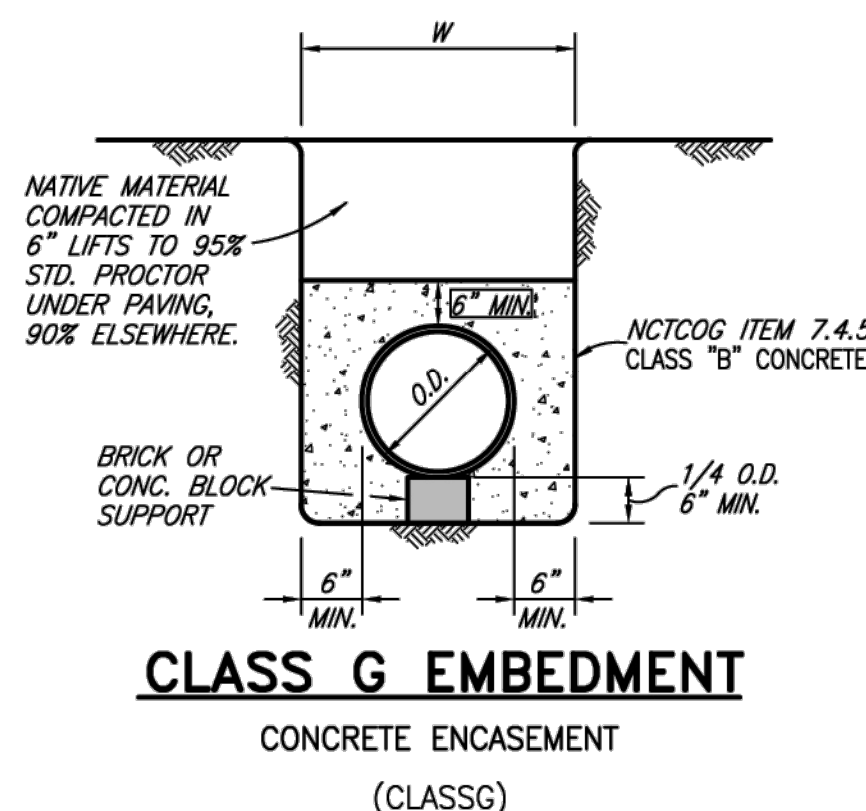
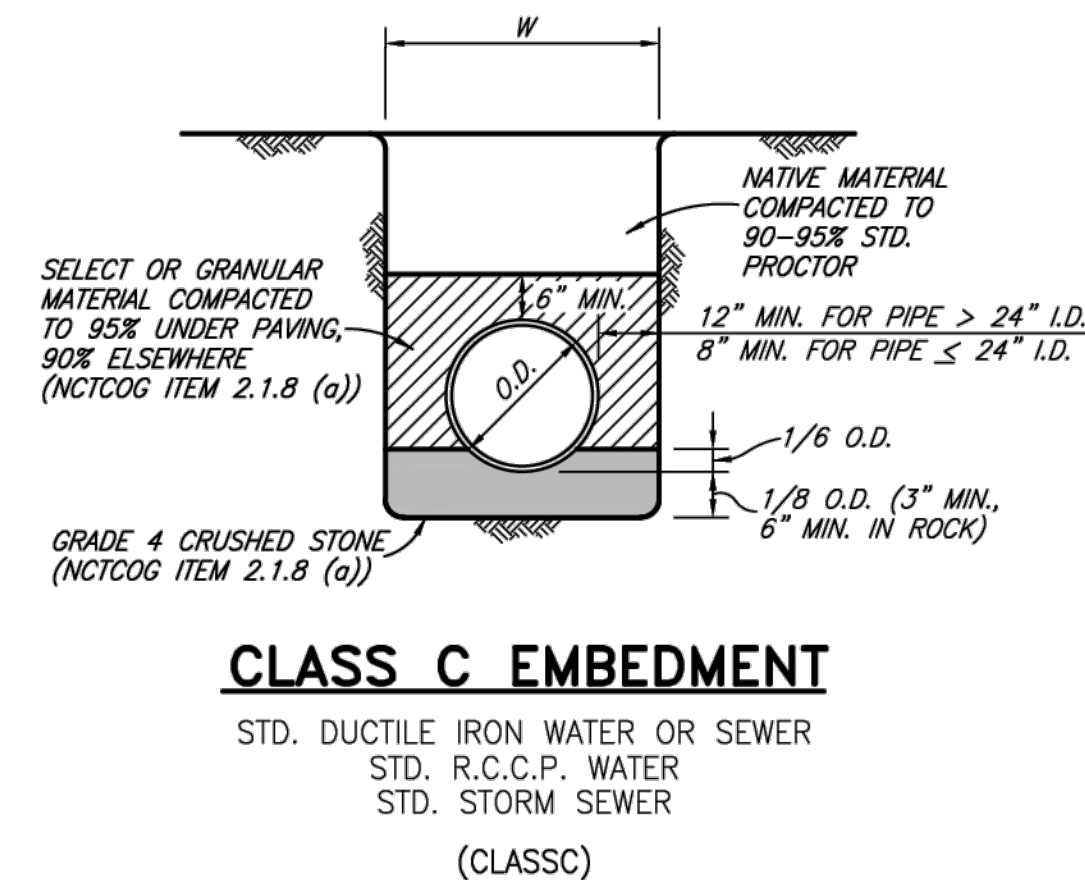
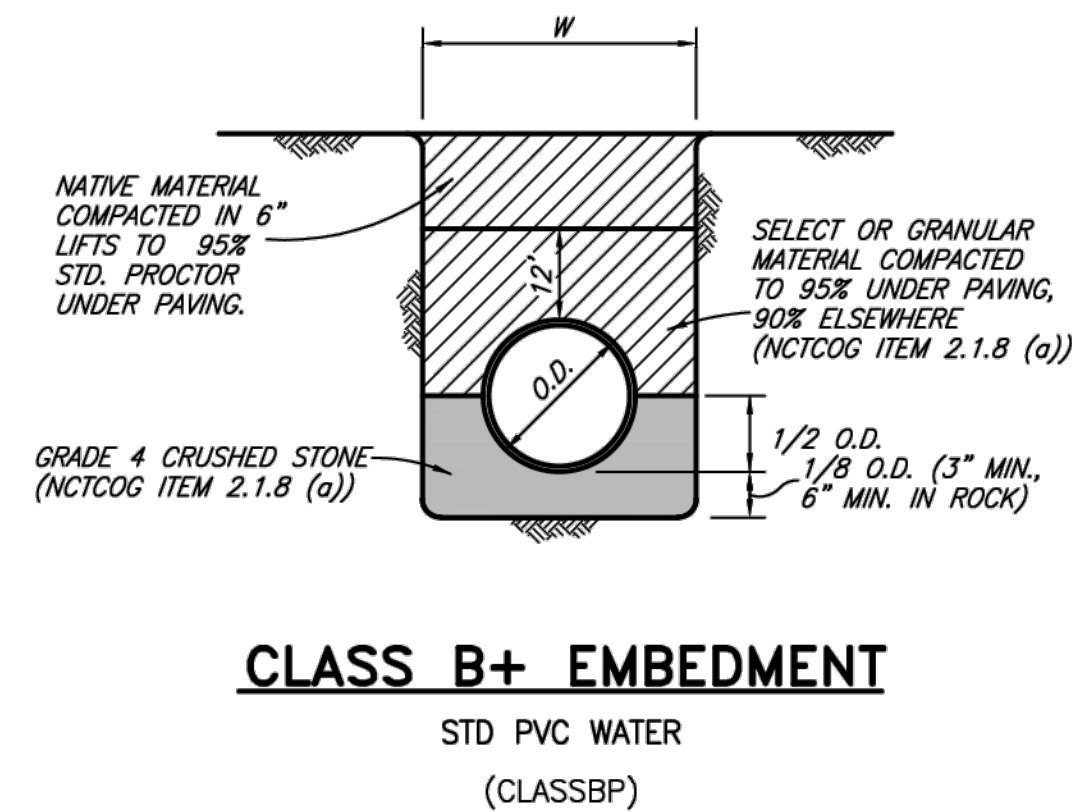
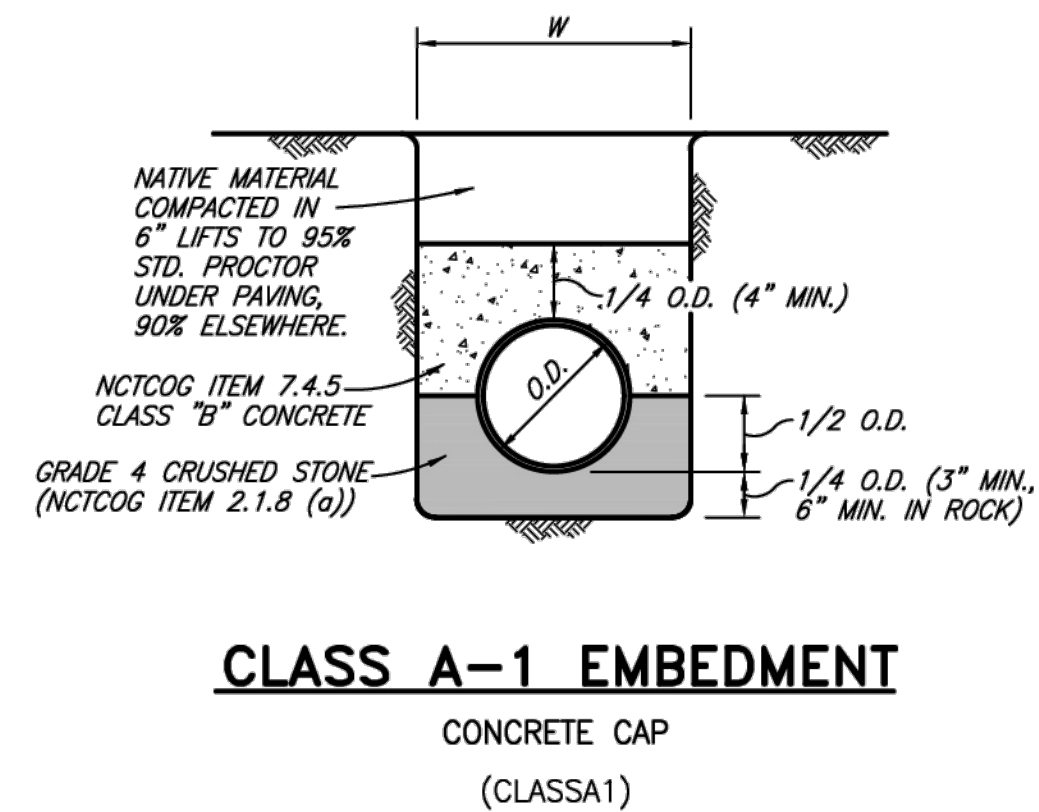
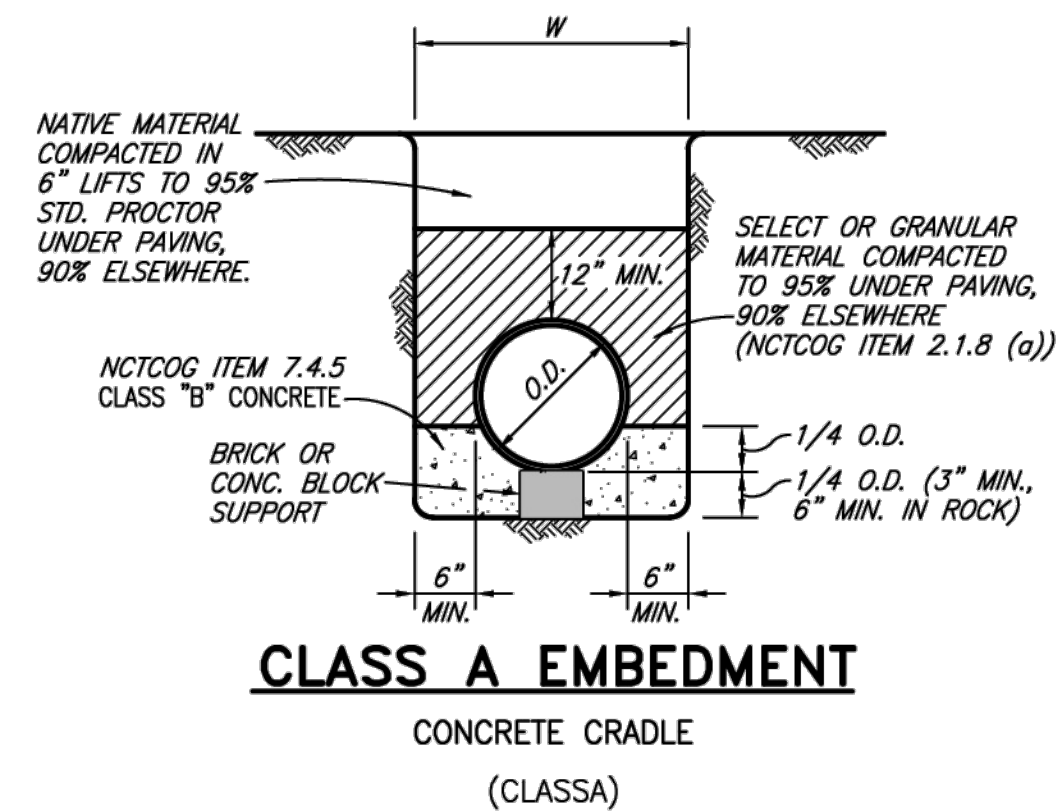
MISC. INFORMATION	REVISION	DATE	DESCRIPTION
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RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579



CITY DETAILS Aubrey ISD Administration Building Aubrey, TX 76227			
DESIGNED BY: RLK Engineering	TECH REVIEW: RLK	DRAWING FILE: 25097A DETAILS.dwg	DRAWING SCALE: N.T.S.
DRAWN BY: RLK Engineering	PEER REVIEW: RLK	DRAWING DATE: 06-10-26	PROJECT NUMBER: RLK-25097
			SHEET: CDTA6



<u>GRADE 4 CRUSHED STONE</u>	
<u>GRADATION</u>	
<u>SIEVE SIZE</u>	<u>% RETAINED</u>
1-1/2 INCH	0
1 INCH	0-5
1/2 INCH	40-75
NO. 4	90-100
NO. 8	95-100

(CRU-STN)

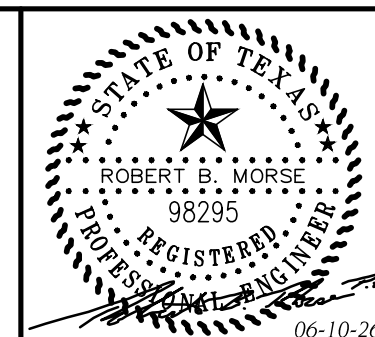
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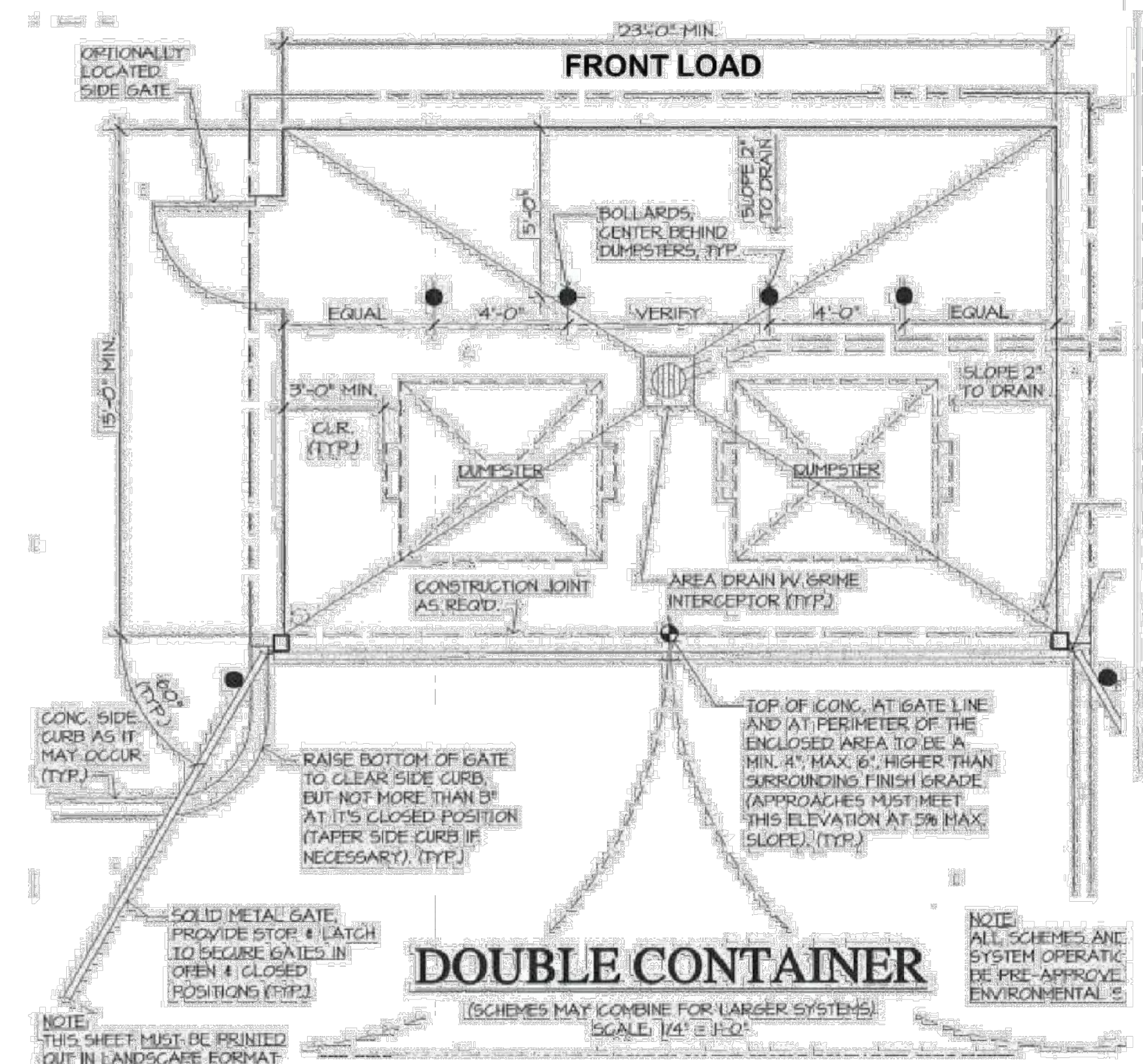
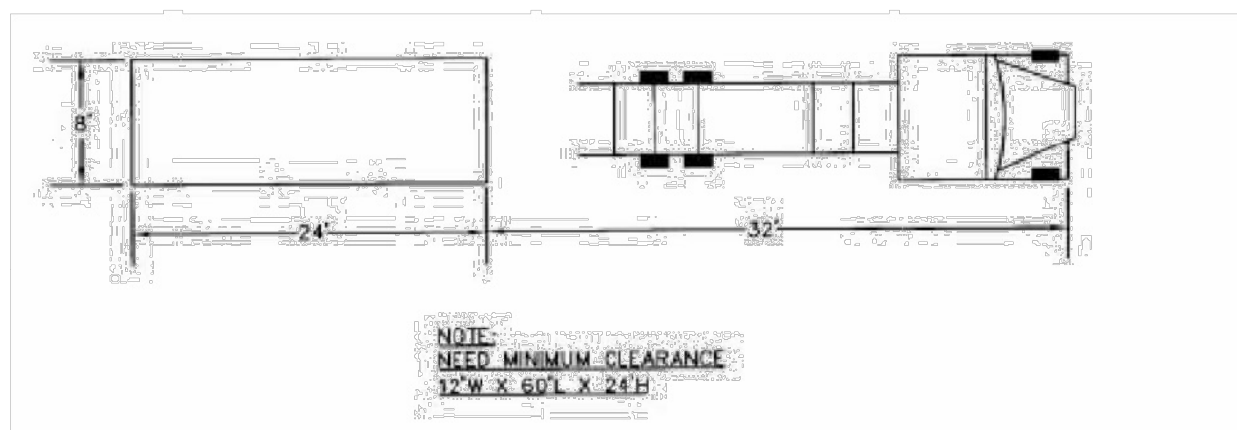
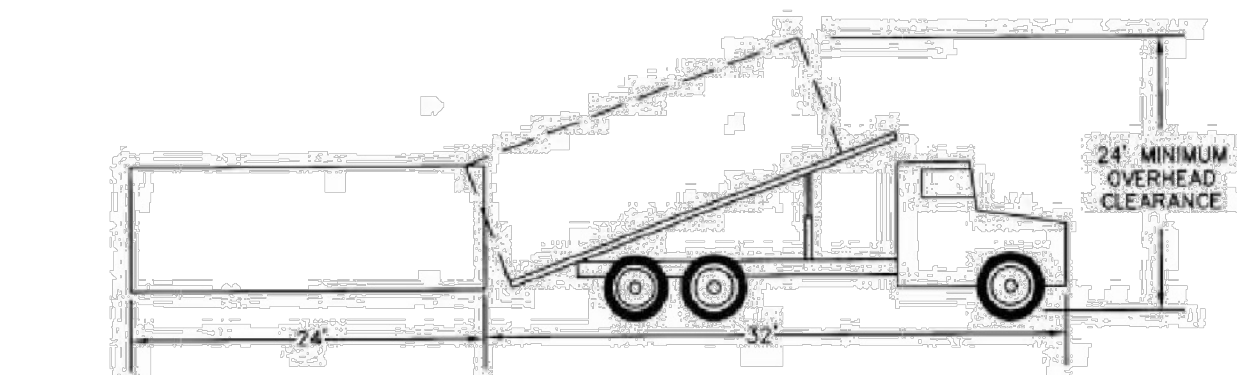
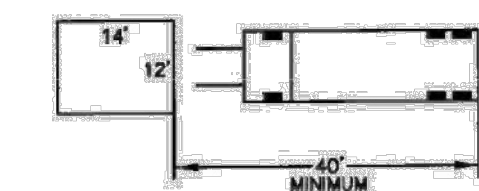
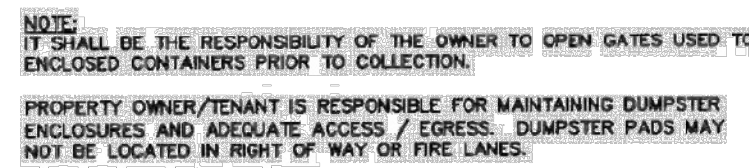


CITY DETAILS

Aubrey ISD Administration Building
Aubrey, TX 76227

DESIGNED BY: RLK Engineering	TECH REVIEW: RLK	DRAWING FILE: 25097A DETAILS.dwg	DRAWING SCALE: N.T.S.	SHEET: CDTA7
DRAWN BY: RLK Engineering	PEER REVIEW: RLK	DRAWING DATE: 06-10-26	PROJECT NUMBER: RLK: 25097	

1. GARBAGE CONTAINERS ARE REQUIRED TO BE SCREENED ON ALL SIDES, AND CONSTRUCTED SO AS TO BE ACCESSIBLE TO GARBAGE TRUCKS. APPLICANTS SUBMITTING SITE PLANS WHICH INCLUDE THE SITING OF A GARBAGE DUMPSTER AND CONSTRUCTION OF THE REQUIRED ENCLOSURE SHOULD BE FAMILIAR WITH THE REQUIREMENTS OF THE ZONING ORDINANCE AND THE MINIMUM STANDARDS ADOPTED BY THE CITY.
2. APPLICANTS SHOULD CONSULT SECTION 146-132 AND THE ATTACHED DRAWINGS FOR THE REQUIREMENTS OF DUMPSTER ENCLOSURES.
3. THE MINIMUM HEIGHT OF THE SCREENING DEVICE FOR GARBAGE, TRASH OR REFUSE CONTAINERS IS 7 FEET AND THE MAXIMUM HEIGHT IS 8'-4", EXCEPT FOR "ML", "MH" AND INDUSTRIAL "PD" DISTRICTS WHERE THE MAXIMUM HEIGHT OF A SCREENING DEVICE IS 10 feet.
4. WHEN SITTING A DUMPSTER ENCLOSURE ON A PROPERTY, APPLICANTS SHOULD CONSIDER HOW EASILY A 32 FOOT LONG TRUCK CAN ENTER THE SITE, MANUEVER TO THE DUMPSTER, ACCESS IT (INCLUDING AT LEAST 40 FEET STRAIGHT FROM THE SCREENING GATES FOR BACKING), AND EITHER EXIT THE SITE OR MANUEVER TO THE NEXT DUMPSTER. FIRELINES PROVIDE ADEQUATE MANUEVERING LANES, BUT NOTE THAT ENCLOSURES CAN NOT BE LOCATED WITHIN FIRELINES. LOCATIONS THAT REQUIRE A TRUCK TO PERFORM EXCESSIVE BACKING (> 80 FEET) ARE DISCOURAGED.
5. SCREENING GATES ARE REQUIRED TO BE SOLID METAL AND SCREEN THE DUMPSTER FROM VIEW WHEN CLOSED. GATES SHOULD SWING OUT TO AN ANGLE GREATER THAN 180- AND CREATE AN OPENING AT LEAST 12 FEET WIDE FOR THE TRUCK TO ENTER THE ENCLOSURE. PINS SHOULD HOLD THE GATES OPEN WHILE THE DUMPSTER IS BEING ACCESSED. GATES SHOULD ALSO SWING CLEAR OF ALL FIRELINES.
6. BUFFERING (LANDSCAPING) IS REQUIRED AROUND SCREENING WALLS WHEREVER THEY ABUT A NON-PAVED SURFACE OR A REQUIRED LANDSCAPE AREA. ACCEPTABLE BUFFERING INCLUDES A ROW OF HOLLIES (NELLIE R. STEVENS, BURFORD, ETC.) ALONG THE SCREENING WALLS.
7. FOR MORE INFORMATION ABOUT THE MINIMUM STANDARDS FOR DUMPSTER ENCLOSURES, CONTACT THE PLANNING DEPARTMENT OR THE ENVIRONMENTAL WASTE DEPARTMENT.

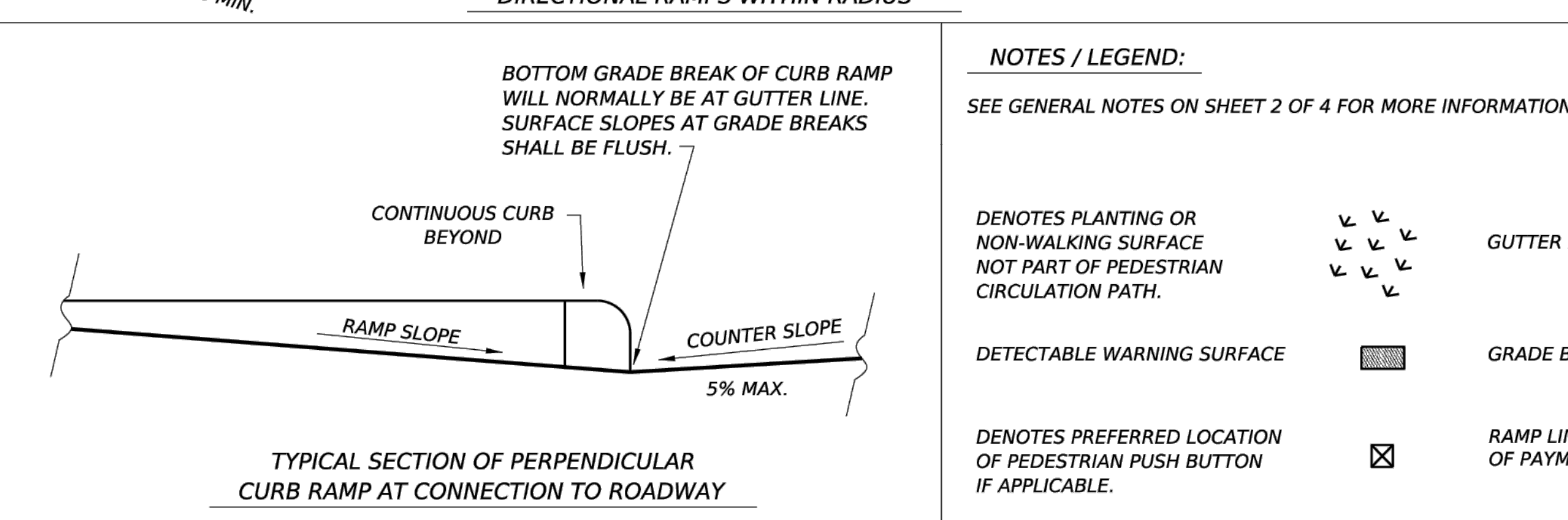
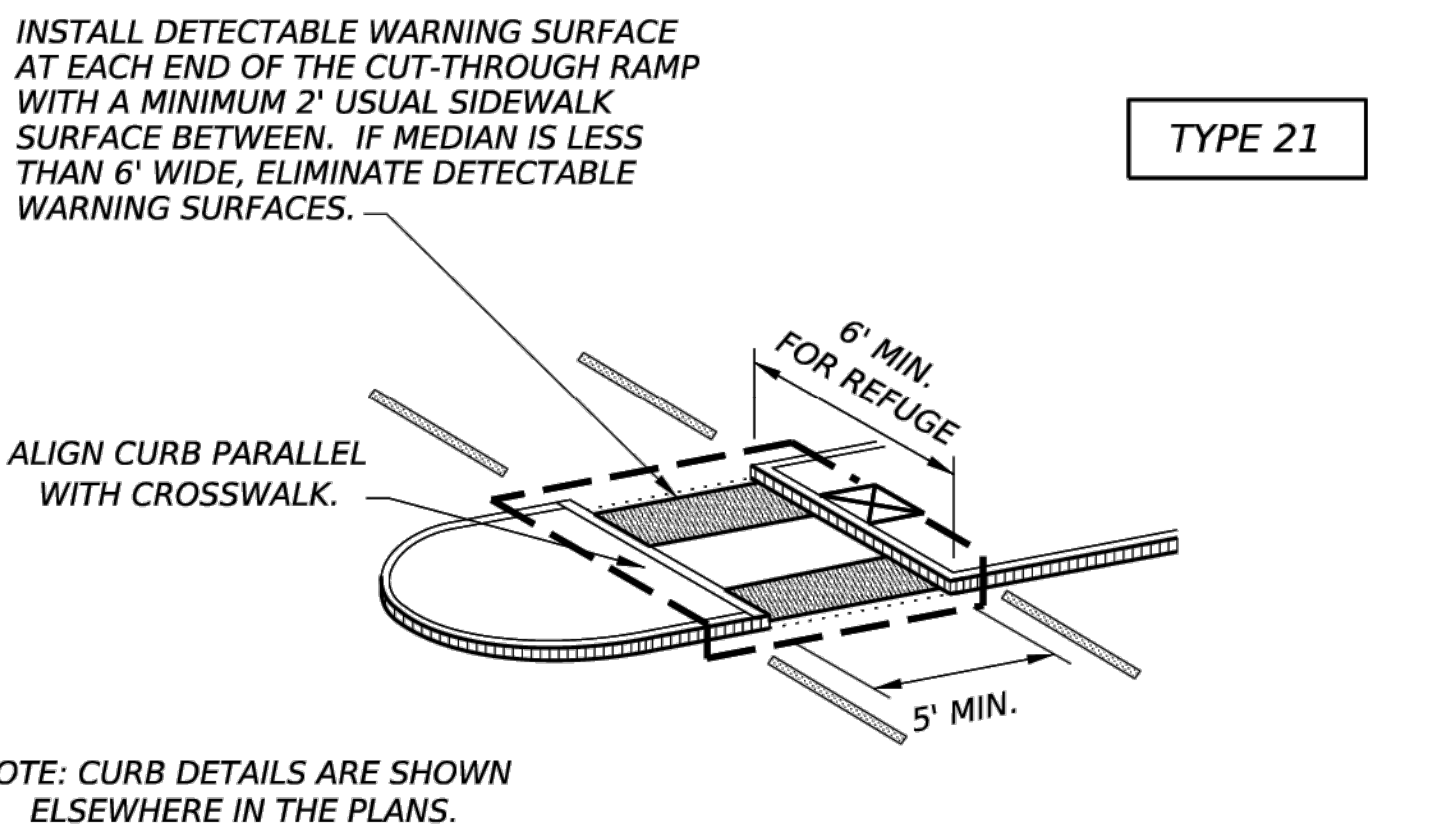
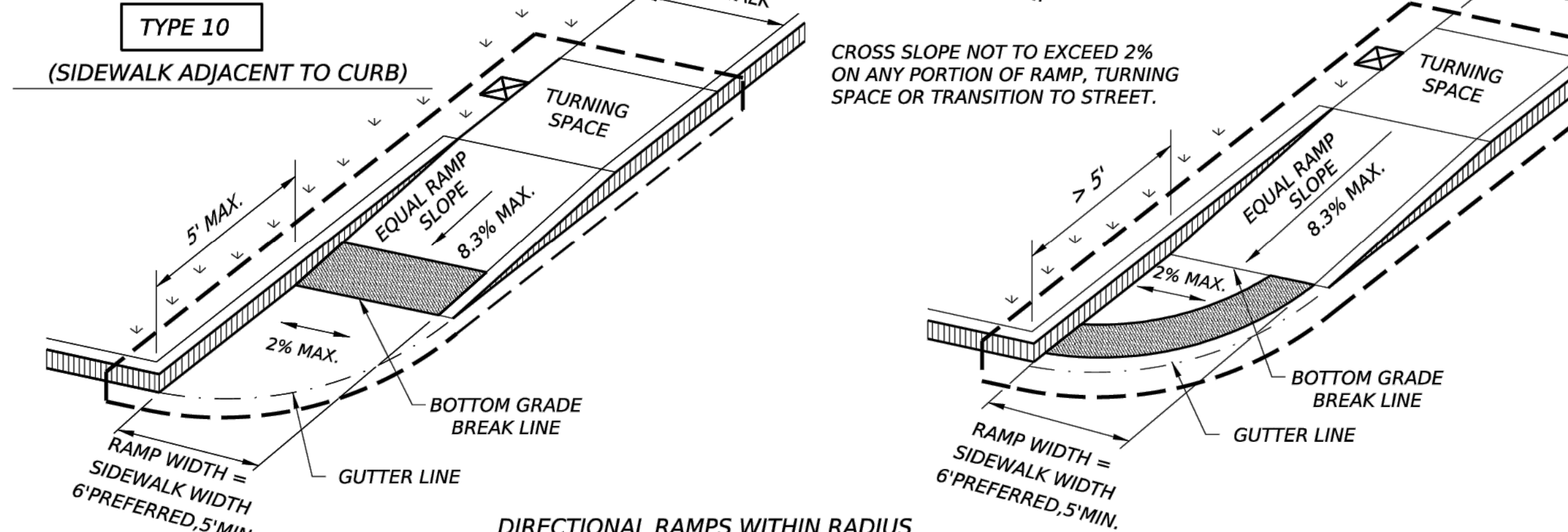
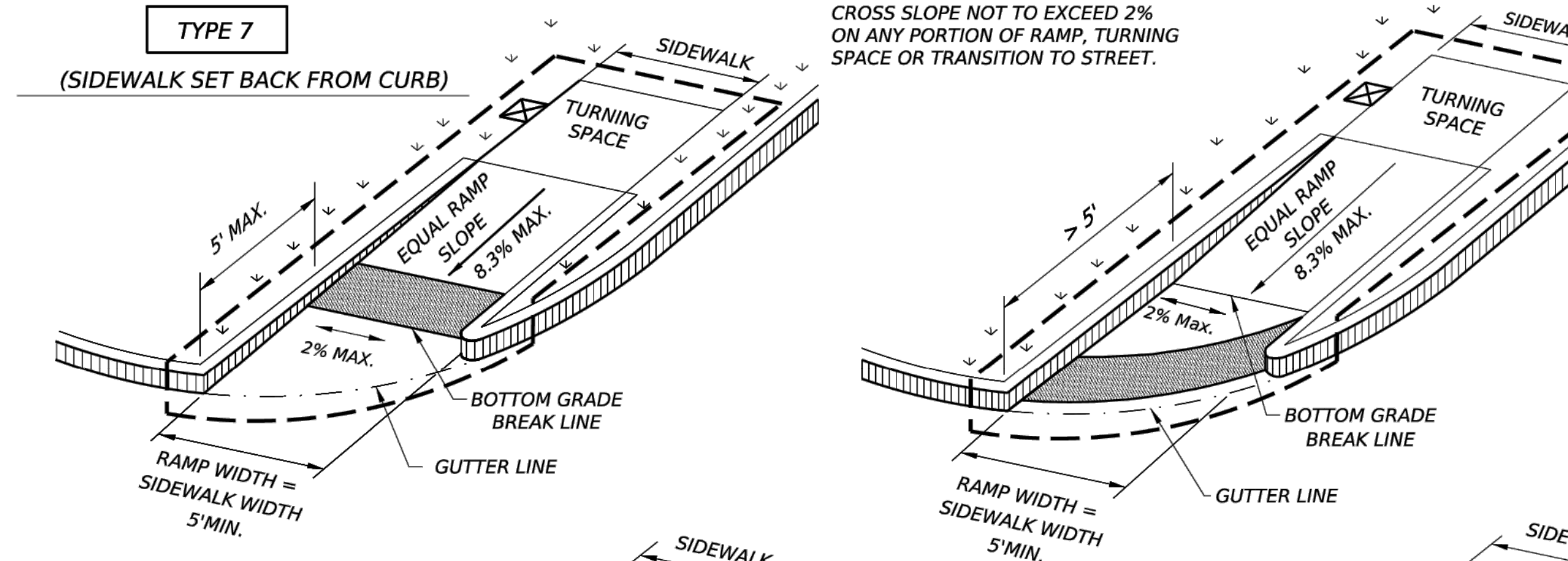
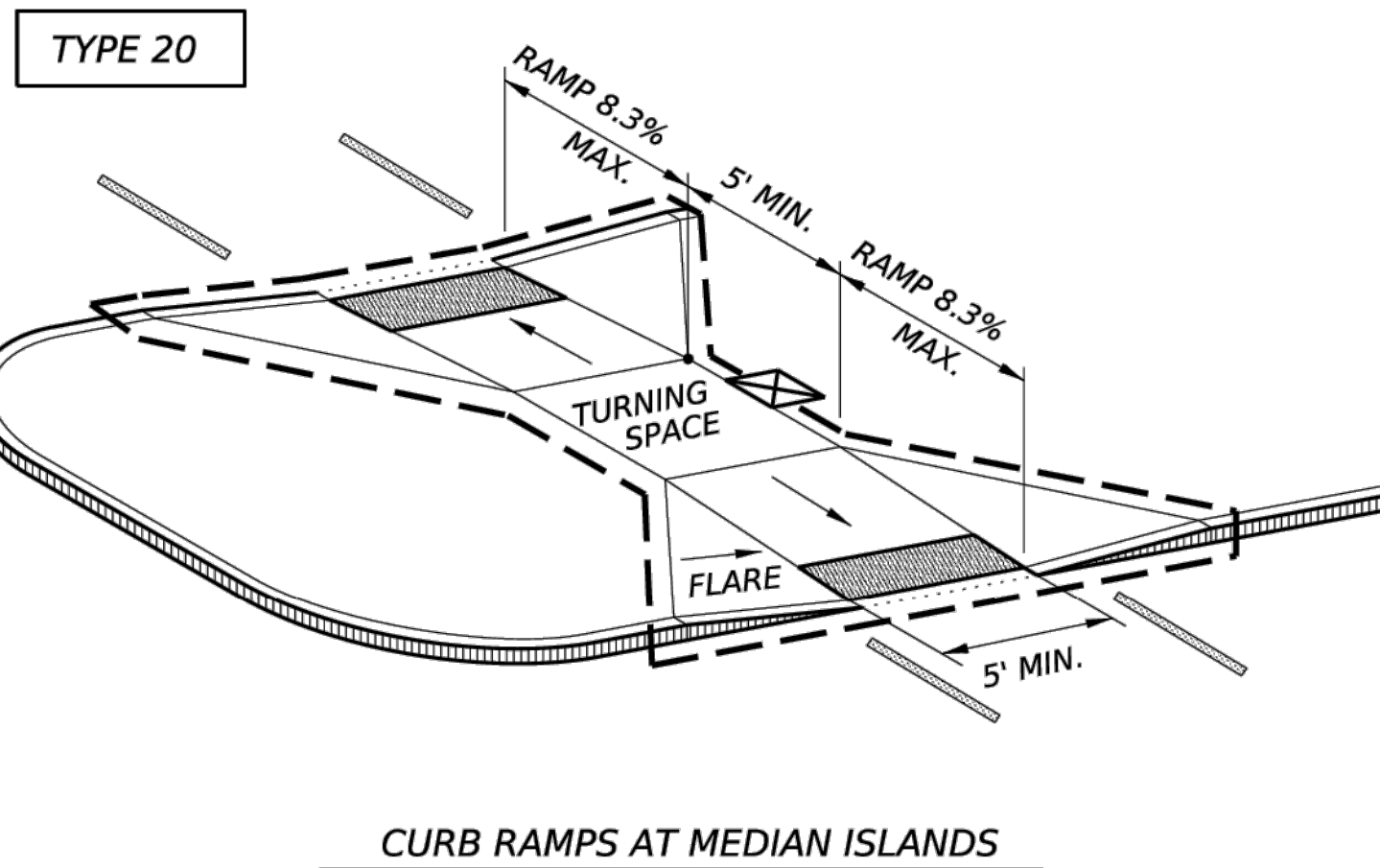
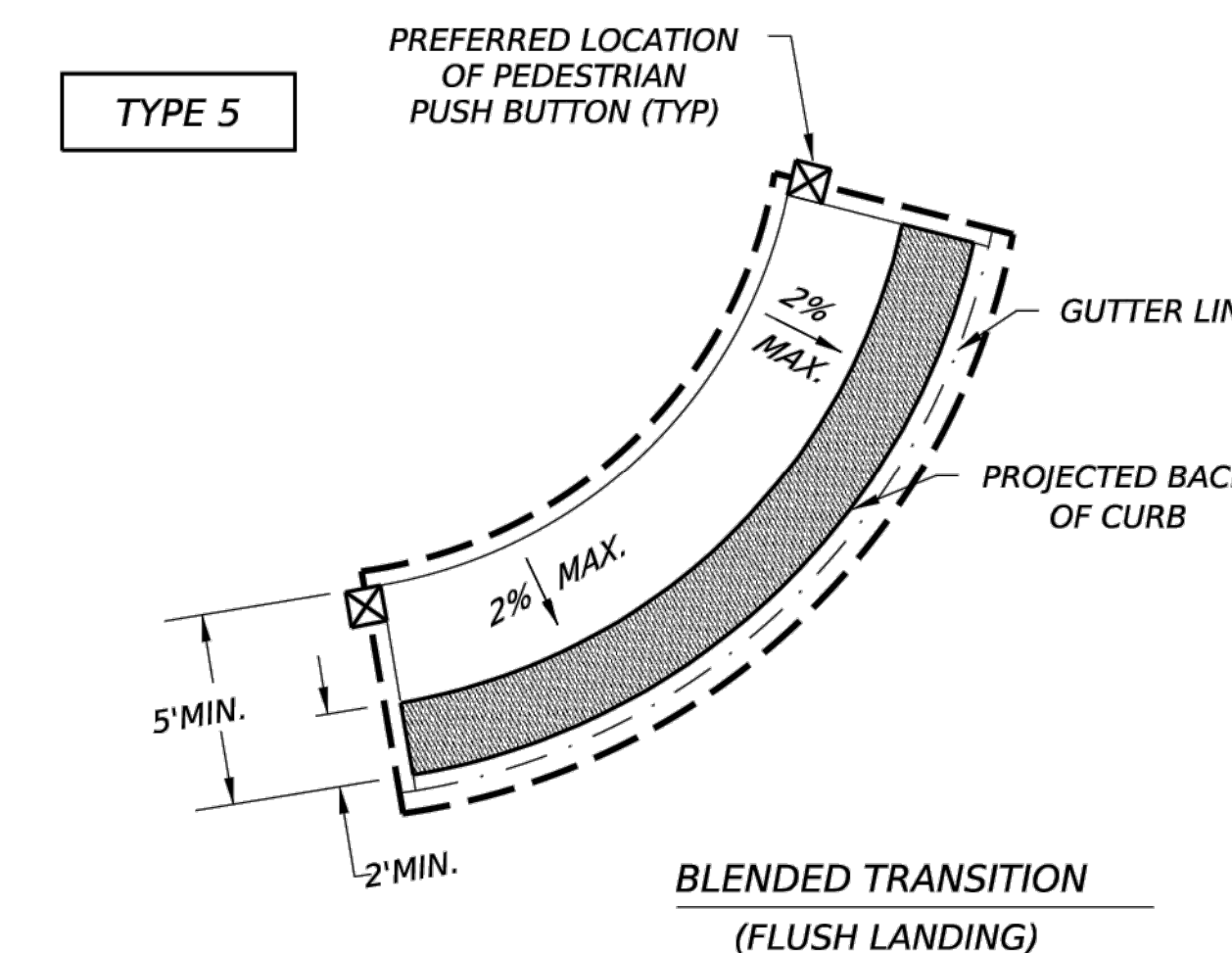
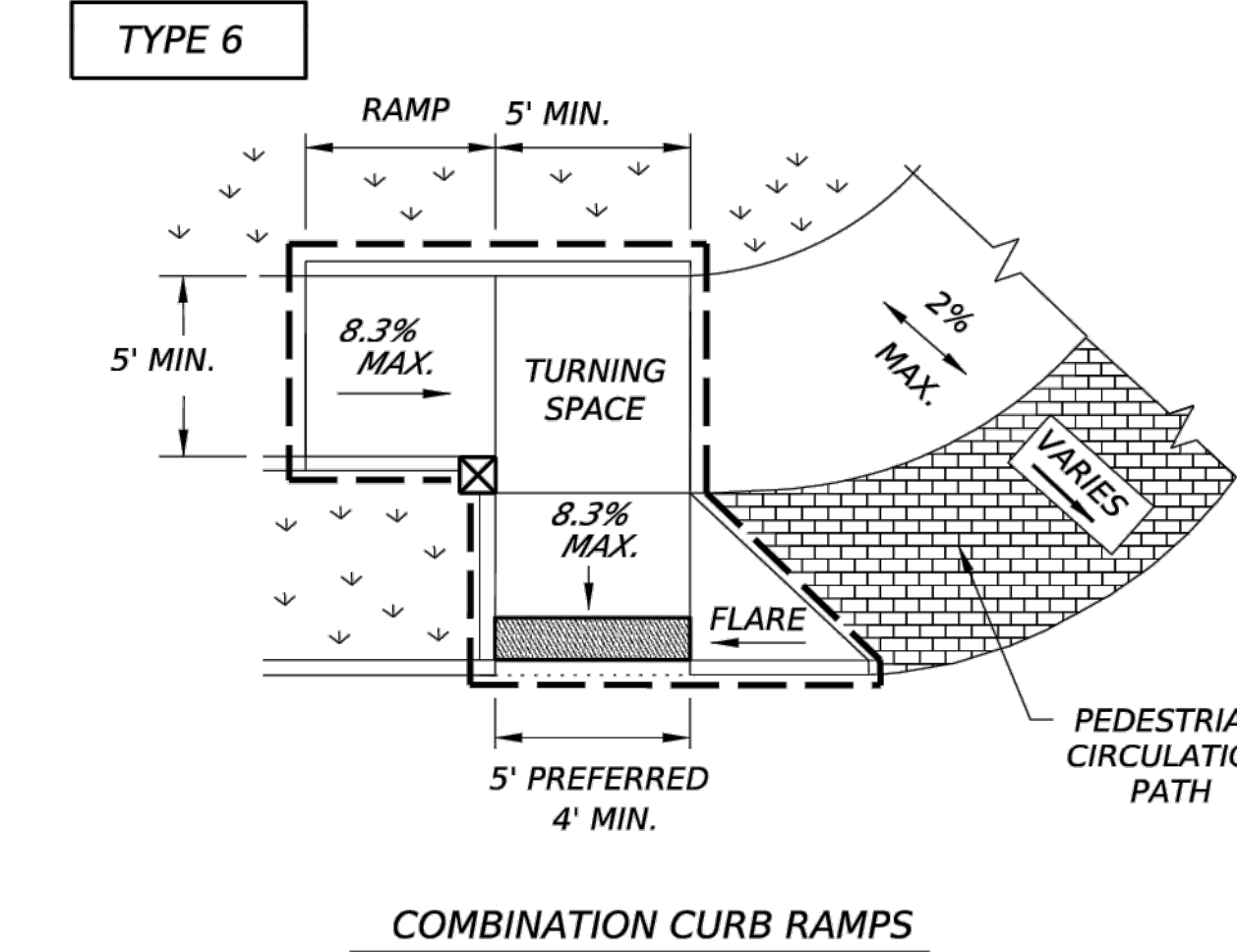
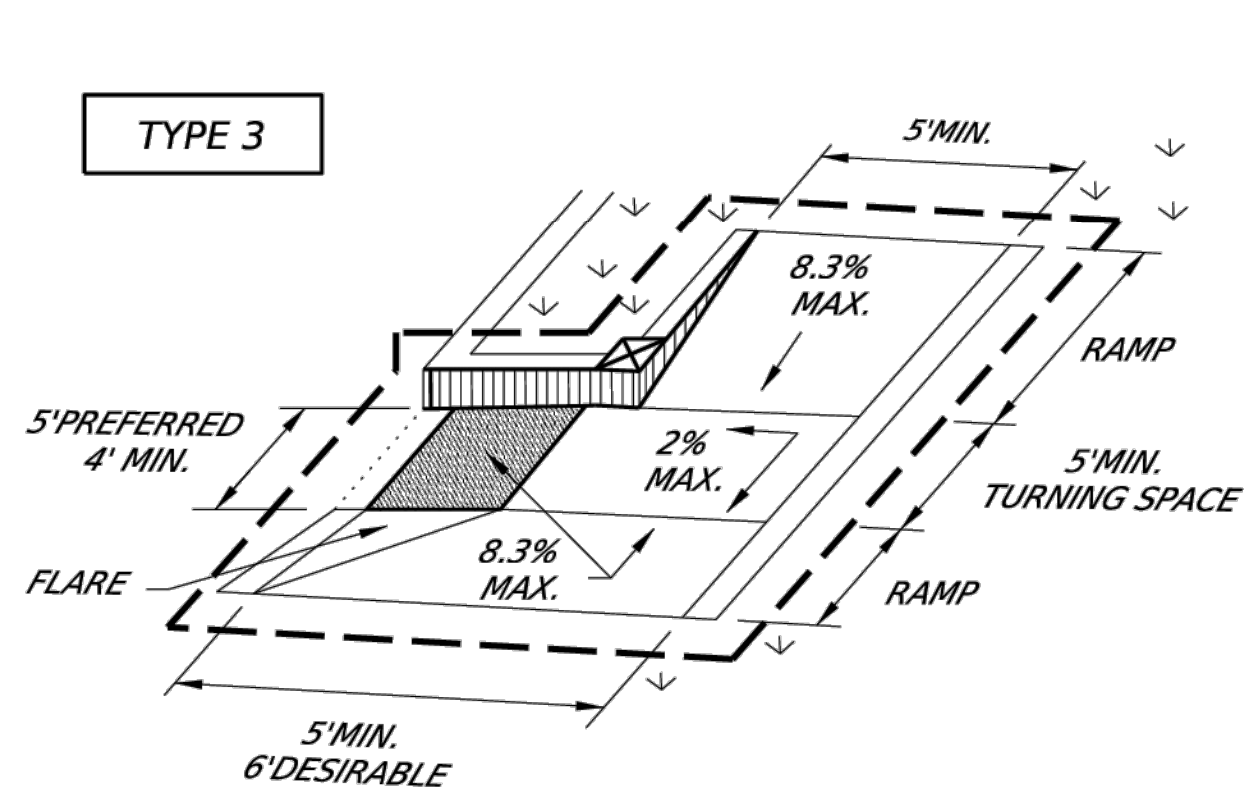
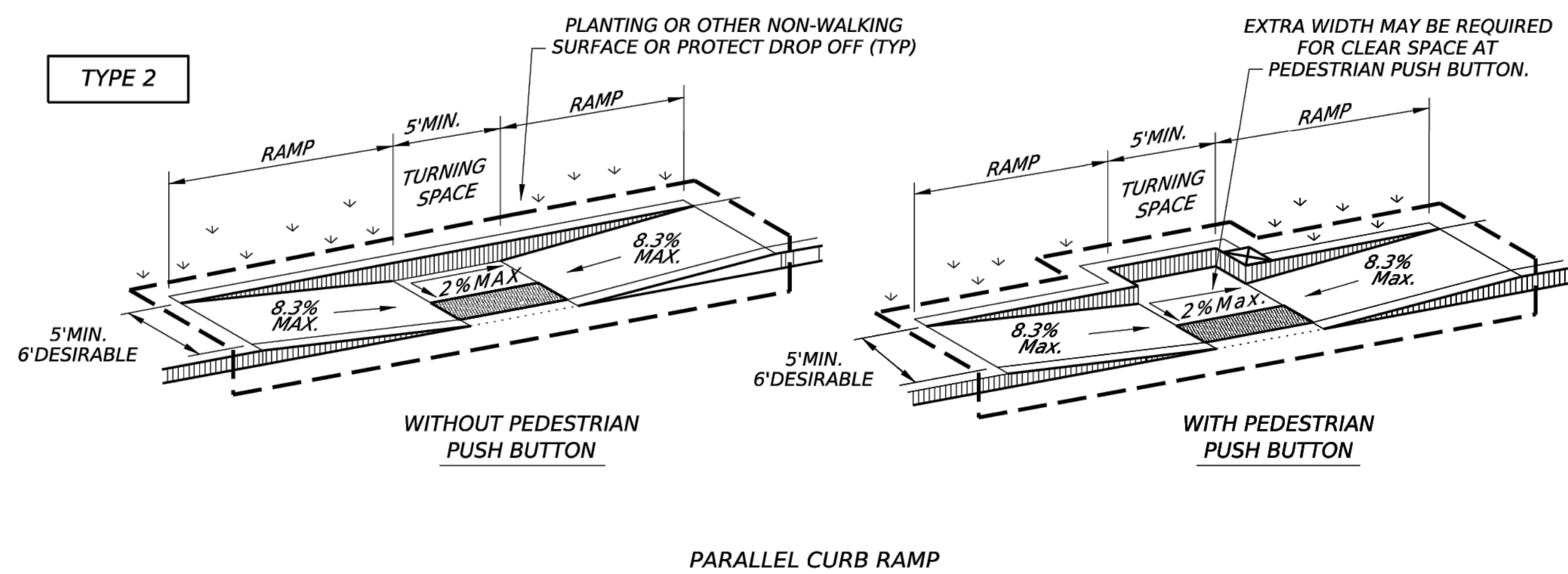
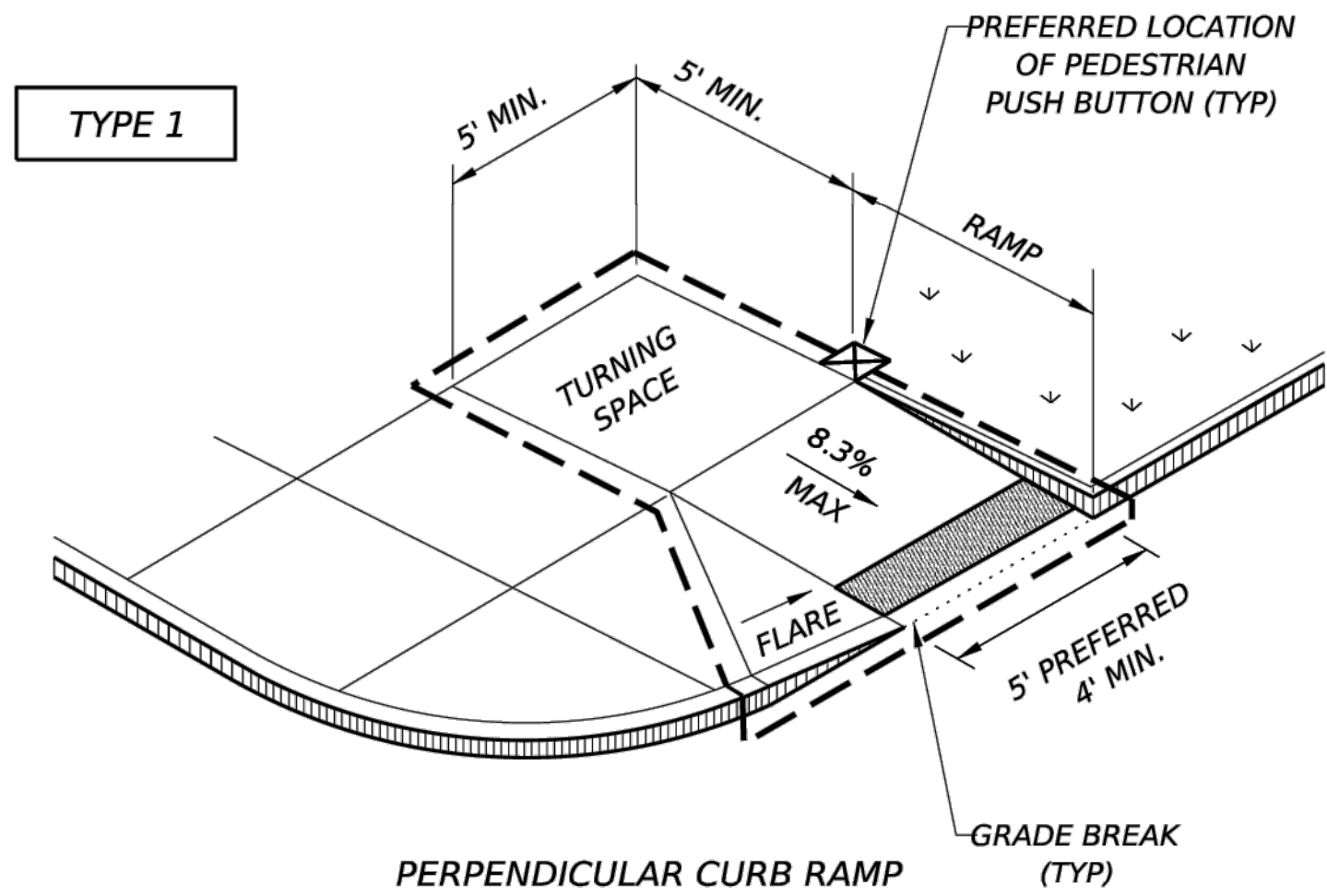


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Jun 10, 2026 - 10:15am User: chase

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TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:



NOTES / LEGEND:

SEE GENERAL NOTES ON SHEET 2 OF 4 FOR MORE INFORMATION.

DENOTES PLANTING OR NON-WALKING SURFACE NOT PART OF PEDESTRIAN CIRCULATION PATH.

DENOTES PREFERRED LOCATION OF PEDESTRIAN PUSH BUTTON IF APPLICABLE.

Detectable Warning Surface

Gutter Line

Grade Break

Ramp Limits of Payment

TEXAS Department of Transportation

Design Division Standard

PEDESTRIAN FACILITIES CURB RAMPS

PED-18

FILE: ped18
© TxDOT: MARCH, 2002

DN: TxDOT
CONT
DIST

DW: VP
SECT
COUNTY

CK: KM
JOB
SHEET NO.

CK: PK & JG
HIGHWAY

REVISIONS
REVISED 08, 2005
REVISED 06, 2012
REVISED 01, 2018

SHEET 1 OF 4

REVISION	DATE	DESCRIPTION

NOTE:
Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.

RLK ENGINEERING

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(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579

CITY DETAILS
Aubrey ISD Administration Building
Aubrey, TX 76227

DESIGNED BY: RLK Engineering
TECH REVIEW: RLK
DRAWN BY: RLK Engineering
PEER REVIEW: RLK

DRAWING FILE: 25097A DETAILS.dwg
DRAWING DATE: 06-10-26

DRAWING SCALE: N.T.S.
PROJECT NUMBER: RLK-25097

SHEET: CDTA9



Plat Application

In order to ensure a thorough and expedited review of a plat and/or plan, all development requests require that a pre-application discussion or a pre-submittal meeting occur prior to making an application to the City in order to discuss development needs and issues.

Description of Property

Subdivision Name: Garland Wilson Addition

Total Number of Lots: 2 Total Acreage: 6.654

Property Location: Aubrey ISD Administration Building, Parcel ID 964441

Contact Information

Owner: Aubrey ISD Phone #: 940.668.3900

Address: 415 Tisdale

Email address: info@aubreyisd.net

Applicant contact info: scottniven@friendsconsultinggroup.com

Engineer: Rob Morse, RLK Engineering

Engineer: 972-571-0362

Engineer/Surveyor: Surveyor: Richard Spicer, Eagle Surveying Phone #: Surveyor: 940-222-3009

Email address: Engineer: rob@rlkengineering.com Surveyor: plattingdepartment@eaglesurveying.com

*****See submittal calendar on-line for application submittal dates. *****

FEES

Application Review Fee	\$500.00	
Preliminary Plat – Residential	\$550.00	Plus \$20.00 per lot
Preliminary Plat – Commercial	\$600.00	Plus \$25.00 per acre
Final Plat – Residential	\$650.00	Plus \$20.00 per lot
Final Plat – Commercial	\$700.00	Plus \$25.00 per acre
Minor Plat	\$500.00	
Replat - Residential	\$550.00	Plus \$20.00 per lot
Replat - Commercial	\$600.00	Plus \$25.00 per acre
Amended Plat	\$350.00	
Plat Vacation	\$250.00	Plus \$20.00 per lot
Plat filing (County recording)	\$200.00	
Legal notices (published)	\$150.00	Plus actual expenses
Professional fees for review of land use related permits	*see Special	*Requires deposit, and fee assessed to cover
as prepared by City's consultants	Fees section	reasonable and necessary expenses in review
(ex: Engineer, Planner, Attorney)	of ordinance	of development related permits

The Texas Local Government Code generally requires that the municipal authority responsible for approving plats is to take action on a plat within 30 days of proper filing. Because thorough plat review, and resubmittal of corrections, generally requires in excess of 30 days, an opportunity to allow for additional review time is available to an owner/applicant. You may contact city staff for information on requesting a time extension and for scheduling your plat. In cases where city staff does not have adequate time for review and corrections to be made, there is a high likelihood that the plat will be forwarded to PZ and CC with a recommendation of denial.

Owner's signature required to authorize plat application submittal: Dr. Scott Niven Owner's Representative - FRIENDS CONSULTING GROUP

Fees paid: _____

☐ Cash

☐ Check # _____

Receipt #: _____

Project #: _____

Date: _____

Plat Application Checklist

In order to ensure a thorough and expedited review of a plat and/or plan, all development requests require that a pre- application discussion or a pre-submittal meeting occur prior to making an application to the City. A complete application, fee, and supplementary materials, in accordance with the City's Subdivision Ordinance, must accompany a plat submittal.

Required for ALL Plats

- | | |
|--|---|
| ☒ Project name in lower right corner
☒ Application form, fees, electronic copy/pdf
☐ Utility company letters
☒ ETJ affidavit or approval by city
☒ Vicinity map
☒ Owner's name, address & phone
☒ Surveyor/Engineer's name, address & phone
☒ Adjacent properties identified
☒ Front building lines
☒ Flood plain statement/boundary
☒ Lot/Alley dimensions
☒ Metes & bounds
☒ Easements (drainage, utility, landscape, etc.)
☒ Monuments, pins & B.M.'s set | ☐ 4 Copies of Plat (folded) for initial review by staff
☒ Engineer's summary report (Art. 2, Section 1.05 of Subdivision Ord. (how does property drain, grading)
☒ Proof of ownership per Art. 2, Sect. 1.05 Sub. Ord.
☒ North arrow
☒ Scale 1" = 200 figure & scale bar
☒ Size 24" x 36"
☒ Boundary lines identified
☒ Lots & blocks, acreage identified
☒ Required signatures
☒ Street dimensions
☒ RPLS certificate
☐ Match lines
☒ Street names
☒ Certified Tax certificate at time of recording |
|--|---|

Additional requirements for Preliminary Plats

- | | |
|---|--|
| ☐ Preliminary Drainage/Utility plans
☐ Street & road interconnect
☐ Contour lines
☒ Proposed street names | ☐ Physical features
☐ Scale 1"= 200', 1"=100'
☐ Match lines
☒ Proposed parks, trails, open space |
|---|--|

Additional requirements for Re-Plat, Minor Plat, and Final Plats

(see Subdivision Ordinance for complete list of plat documents required):

- ☐ Filing documents and recording fees
- ☒ 2 x 3 recording block
- ☐ Co. judge signature block (if in ETJ)
- ☐ Street & road interconnect
- ☒ Owners certificate
- ☐ Deed restrictions

In accordance with Section 212.014 of the Texas Local Government Code, a Public Hearing is required for a re-plat.

*Any required documentation that is missing from the application packet may constitute the application to be rejected and/or determined to be incomplete.



**City Council Meeting
Staff Report
June 25, 2026**

Agenda Item

Consider and take appropriate action on a Site Plan for the Garland Wilson Addition, Lot 4R2-1, Block A, for one (1) lot being approximately 4.753 acres of land out of the Francisco Trevino Survey, Abstract No. 1243, City of Aubrey, Denton County Texas, and the Owner's request for variances from the landscape buffering requirements along Betty Lane and to the masonry requirements required by the Nonresidential Design Standards. The property is generally located southeast of the intersection of East Highmeadow Drive and Betty Lane within the City of Aubrey, Denton County, Texas. (Aubrey ISD)

Staff Contact

Muzaib Riaz, Sr. Planner
mriaz@aubreytx.gov
940-440-9343

Summary

This is a companion application to the previous Aubrey ISD Comprehensive Plan Amendment, Rezoning, and Replat applications. The Site Plan is the next step in the development process. The applicant is proposing to develop the subject property with Aubrey ISD Administration Building. The proposal consists of:

- Lot Area of 4.753 acres for Lot 4R2-1, Block A, Garland Wilson Addition.
- a new two-story 31,466 square foot Aubrey ISD Administration Building.
- Lot coverage of 7.8%, which meets the SC District requirement.
- Building height of 38 feet which meets the SC District requirement.
- Total Parking of 117 spaces with 112 regular spaces and 5 ADA parking spaces, meeting the Zoning Ordinance requirement.
- The Photometric Plan meets the City of Aubrey Outdoor Lighting Requirements.
- The Landscape Plan meets the Landscape Buffer Requirements.
- Building Elevation/Architectural Plans do not meet the building materials requirements of 90% masonry and 75% brick.
- Civil Construction Plans, under review.

The applicant has provided a revised Site Plan and Civil Construction/Engineering Plans to address City comments.

Engineer Review:

The City Engineer has reviewed the revised Site Plan and Civil Construction/Engineering Plans and there are outstanding comments regarding easements, storm drains, paving, submittal of a geotech report, grading, pre-development drainage area map, post-development drainage area map, drainage profiles, detention calculations, sanitary sewer profiles, and onsite details. These comments have been provided to the applicant and the revised plans provided by the applicant are currently under review.

Planner Review:

The City Planner has reviewed the revised Site Plan drawings and Civil Construction/Engineering Plans. There are outstanding comments regarding the following which have been provided to the applicant:

- Building Elevation/Architectural Plans do not meet the 90% masonry and 75% brick requirement as per the Nonresidential Design Standards (Exhibit 14A, Section 23.F - Nonresidential Design Standards) within the Zoning Ordinance.

Variance

The applicant has requested variance from Nonresidential Design Standards requiring 90% masonry and 75% brick.

Staff has reviewed the request and can support the variances due to:

1. The applicant is proposing less than 90% masonry and 75% brick for the AISD Administration Building, which does not adversely impact any current or future development. The buildings are still 73% masonry, of which 46% is brick and 27% burnished block and is in keeping with the spirit of the zoning regulations. The reduced masonry percentage will not adversely impact existing or future development, and any visual or functional impact on adjacent or surrounding land uses is expected to be minimal.

P&Z Commission Recommendation

Planning and Zoning Commission unanimously (5-0) recommended approval of the variance request and conditional approval of the site plan subject to the following conditions:

1. The Civil Construction/Engineering Plans are approved by the City Engineer.
2. The Landscape Plans are approved by the City Planner.
3. Variance for Building Material requirement be approved.
4. The Building Elevations/Architectural Plans are approved by the City Planner.
5. The Replat for Garland Wilson Addition, Lot 4R2-1 & Lot 4R2-2, Block A, is filed with Denton County.

Since the P&Z Commission meeting on June 11, 2026, staff has reviewed the revised plans provided by the applicant and determined that condition #2 noted above has been addressed.

Recommendation

The Site Plan for Garland Wilson Addition, Lot 4R2-1, Block A is recommended for approval subject to the following conditions:

1. The Civil Construction/Engineering Plans are approved by the City Engineer.
2. Variances for building material requirements be approved.
3. The Building Elevations/Architectural Plans are approved by the City Planner.
4. The Replat for Garland Wilson Addition, Lot 4R2-1 & Lot 4R2-2, Block A, is filed with Denton County.

Action Options

The City Council may:

1. Approve the Site Plan;
2. Approve the Site Plan with conditions (recommended); or
3. Deny the Site Plan.

Attachments

1. Location Map
 2. Site Plan
 3. Landscape and Irrigation Plan
 4. Lighting and Photometric Plan
-

5. Building Elevation Plans
6. Variance Request for Building Materials
7. Civil Plans
8. Site Plan Letter of Intent
9. Site Plan Application

Financial Summary

Staff Recommended Action

Approve with Conditions

Staff Recommended Motion

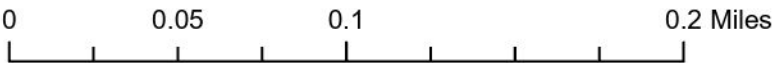
Motion to (approve, approve with conditions, or deny) Garland Wilson Addition, Lot 4R2-1, Block A, Site Plan.

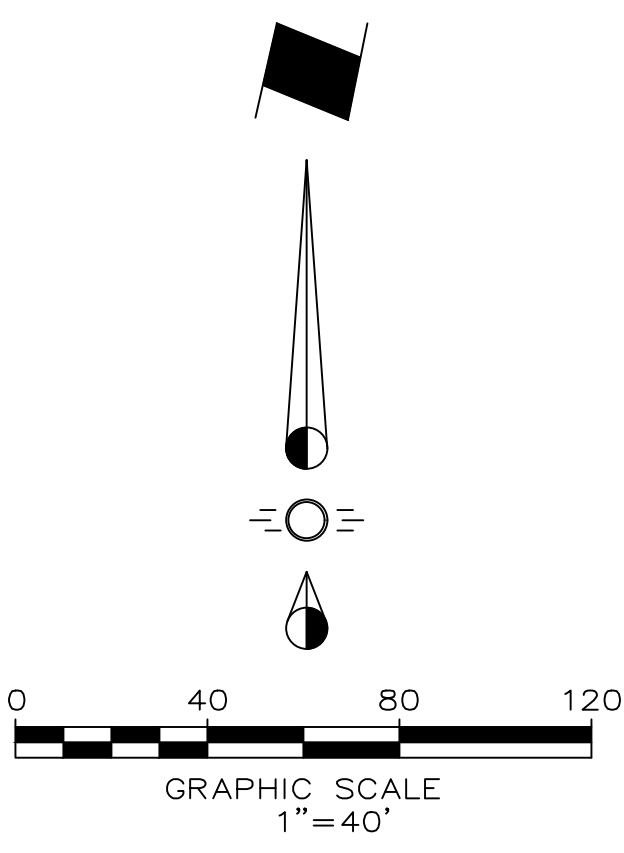
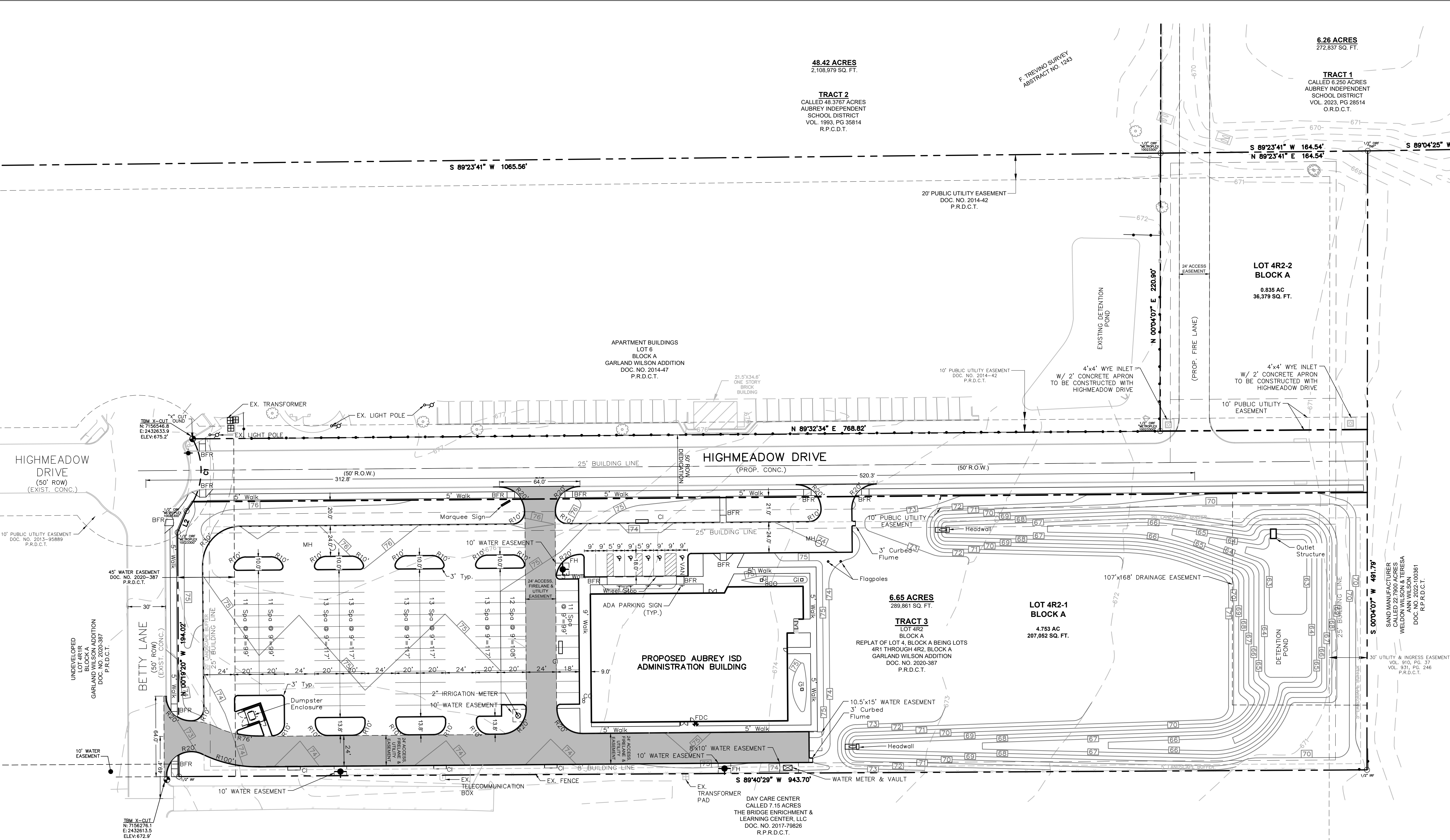
Aubrey ISD Administration Building



Legend

 Aubrey ISD Parcel





LEGEND

[Shaded Area]	PROPOSED CONCRETE (FIRE LANE)
GI	GRATE INLET
CI	CURB INLET
FH	FIRE HYDRANT
BFR	BARRIER FREE RAMP
CO	CLEANOUT
MH	MANHOLE
—○—	SIGN
---672---	EXISTING CONTOUR
[67]	PROPOSED CONTOURS

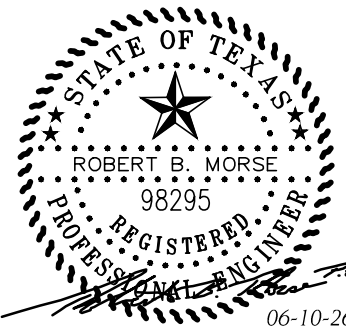
SITE SUMMARY CHART	
ZONING	SHOPPING CENTER (SC)
PROPOSED USE	PUBLIC/INSTITUTIONAL
LOT SIZE NET	207,052 SF = 4.753 AC
LOT SIZE GROSS	207,052 SF = 4.753 AC
BUILDING SQUARE FOOTAGE	31,486 SF
NUMBER OF FLOORS	2
FIRST FLOOR SQUARE FOOTAGE	16,076 SF
SECOND FLOOR SQUARE FOOTAGE	15,390 SF
LOT COVERAGE	7.8% (16,076/207,052)
FLOOR AREA RATIO	0.152
BUILDING HEIGHT (MAX.)	38'-0"
PARKING REQUIRED (1 per 300 SF floor area)	105 spaces
PARKING PROVIDED	REG = 112 HC = 5 TOTAL = 117 spaces
ADA PARKING REQUIRED	5 spaces
ADA PARKING PROVIDED	5 spaces

- SITE NOTES**
- The sanitation container screening walls shall be brick masonry, stone masonry, or other architectural masonry finish, including a metal gate primed and painted, and the sanitation container screening walls, gate, and pad site shall be constructed in accordance with the city design specifications.
 - Mechanical and heating and air-conditioning equipment in nonresidential uses shall be screened from view from the public right-of-way and from adjacent residential properties.
 - The lighting for the subject property will be constructed and operated in conformance with the City of Aubrey Zoning Ordinance.

**SITE PLAN
AUBREY ADMINISTRATIVE
BUILDING**
1.066 ACRES RIGHT-OF-WAY DEDICATION
**BEING 6.654 ACRES OF LAND OUT OF
THE JAMES CP MELTON SURVEY,
ABSTRACT NUMBER 802
DENTON COUNTY, TEXAS**

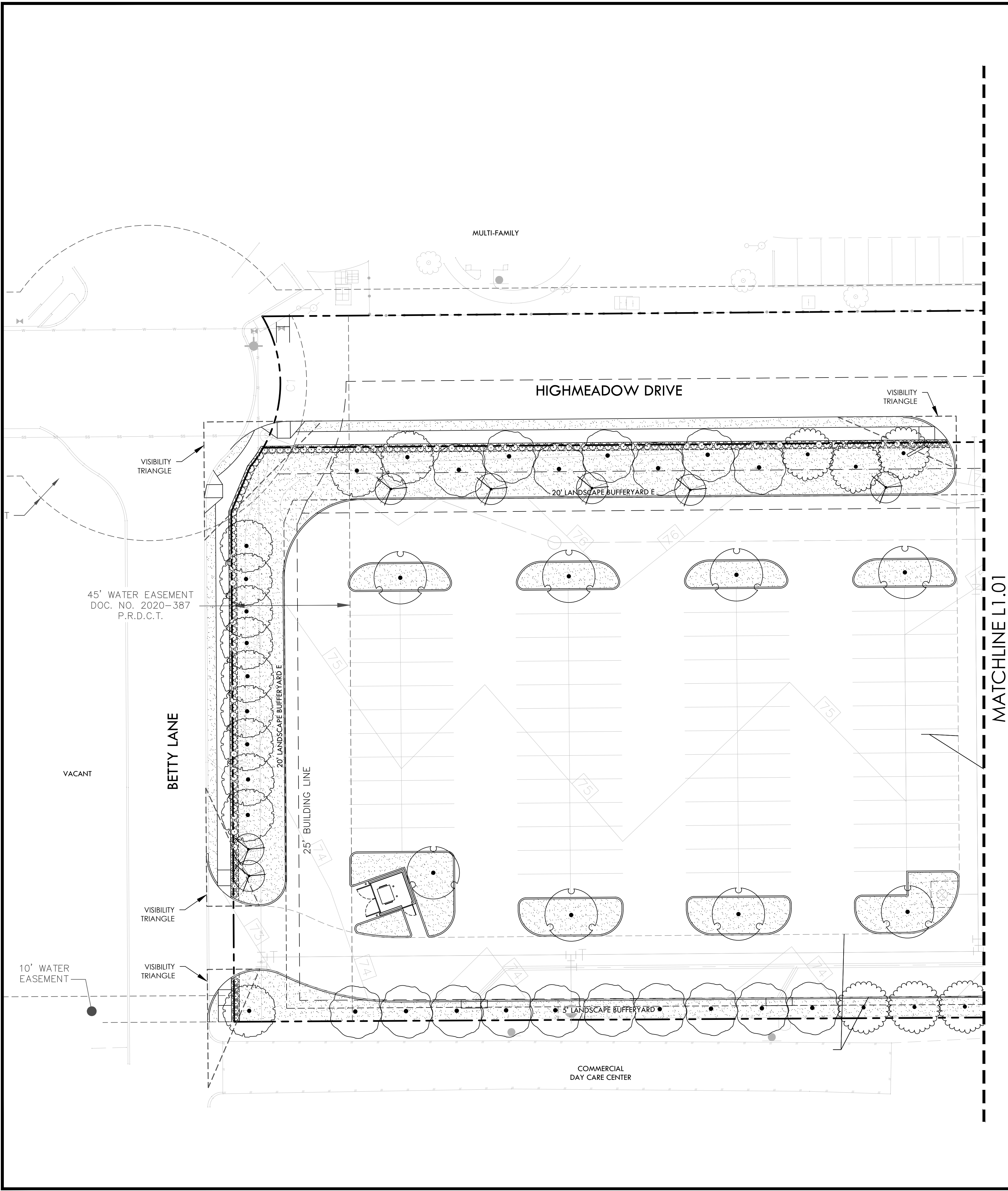
Prepared For:
Aubrey Independent School District
415 Tisdell Lane
Aubrey, Texas 76227
Ph: 940.668.0060

Engineer:
RLK Engineering, Inc.
111 West Main
Allen, Texas 75013
Texas Registration #579
Ph: 972.359.1733
Fax: 972.359.1833
Date: 06-10-26



FULL PATH: P:\17005\17005.002\17005.002.dwg
PROJECTED ON: Tuesday, June 09, 2026

FILE NAME: 17005.002.dwg
PROJECTED ON: Tuesday, June 09, 2026



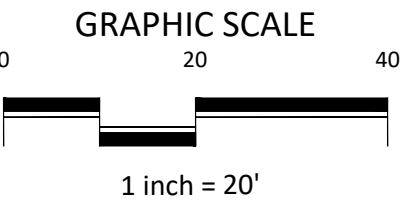
LANDSCAPE DATA CHART

ZONING	SHOPPING CENTER		
PROPOSED USE	PUBLIC/INSTITUTIONAL		
SITE AREA	207,052 SF / 4.753 AC		
BUILDING AREA	31,466 SF		
NET SITE AREA	175,586 SF / 4.031 AC		
	REQUIRED	PROVIDED	
DETENTION POND LANDSCAPE / BASIC DRY POND			
ONE LARGE TREE FOR EVERY 30 LINEAR FEET OF THE PERIMETER			
473 LF / 30 LF	16 LARGE TREES	16 LARGE TREES	
ONE LARGE TREE FOR EVERY 100 SF OF BASIN AREA			
1,912 SF / 100 SF	19 LARGE TREES	19 LARGE TREES	
PARKING LOT LANDSCAPE			
ISLAND WITH A TREE AT THE END OF EVERY PARKING ROW	11 LARGE TREES	11 LARGE TREES	
ALL PARKING SPACES TO BE WITHIN 100 FEET OF A TREE		PROVIDED	
SCREENING AT RIGHT OF WAY			
PARKING AREAS TO BE SCREENED AT RIGHT OF WAY			
HIGH MEADOW DRIVE & BETTY LANE	20' BUFFER	20' BUFFER	
SCREENING EVERGREEN HEDGE WITH 24" SHRUBS			
HIGH MEADOW DRIVE 874 LF / 3' OC.	291 SHRUBS-CONTINUOUS HEDGE	291 SHRUBS-CONTINUOUS HEDGE	
BETTY LANE 192 LF / 3' OC	64 SHRUBS-CONTINUOUS HEDGE	64 SHRUBS-CONTINUOUS HEDGE	
RIGHT OF WAY BUFFER TO HAVE ONE LARGE TREE FOR EVER 20 LF			
HIGH MEADOW DRIVE 874 LF / 20 LF	44 LARGE TREES	44 LARGE TREES	
BETTY LANE 192 LF / 20 LF	10 LARGE TREES	10 LARGE TREES	
ONE SMALL TREE FOR EVERY FIVE LARGE TREES			
HIGHMEADOW DRIVE 44 LARGE TREES / 5	9 SMALL TREES	9 SMALL TREES	
BETTY LANE 10 LARGE TREES / 5	2 SMALL TREES	2 SMALL TREES	
PERIMETER BUFFER SOUTH & EAST			
PERIMETER BUFFER TO HAVE ONE LARGE TREE FOR EVERT 50 LF	10' BUFFER	10' BUFFER	
SOUTH BUFFER 944 LF / 50 LF	19 LARGE TREES	19 LARGE TREES	
EAST BUFFER 220 LF / 50 LF	4 LARGE TREES	4 LARGE TREES	
		UTILITY EASEMENT RUNS ALONG EAST	
		SIDE OF PROPERTY, TREES PLACED DIRECTLY	
		WEST OF EASEMENT	

PLANT SCHEDULE

SYMBOL	CODE	COMMON NAME
TREES		
	MRE	MEXICAN REDBUD
LARGE TREES		
	CEE	CEDAR ELM
	QUE MUE	CHINKAPIN OAK
	LAO	LACEY OAK
	LIO	LIVE OAK
	SHO	SHUMARD OAK
SHRUBS		
	COB	CORALBERRY
	GOE	GOLDENEYE
	TSA	TEXAS SAGE
SOD/SEED		
	BER	BERMUDA GRASS
	BEH	BERMUDA GRASS HYDROSEED
ROCK/GRAVEL		
	ROC	ROCK COBBLE
-----STEEL EDGING		

FULL PLANT SCHEDULE ON SHEET L1.01



AUBREY ADMINISTRATIVE BUILDING
1.066 ACRES RIGHT-OF-WAY DEDICATION
BEING 6.654 ACRES OF LAND OUT OF
THE JAMES CP MELTON SURVEY,
ABSTRACT NUMBER 802
DENTON COUNTY, TEXAS

Prepared For:
Aubrey Independent School District
415 Tisdell Lane
Aubrey, Texas 76227
Ph: 940.668.0060

Engineer:
RLK Engineering, Inc.
111 West Main
Allen, Texas 75013
Texas Registration #579
Ph: 972.359.1733

Landscape
Dunaway
550 Bailey
Fort Worth, Texas 76107
Texas Registration #1114
Ph: 817.632.4783
Date: 05-27-2026

REVISIONS		DESCRIPTION	
NO.	DATE		

LANDSCAPE PLAN AREA A

AUBREY ISD
NEW ADMINISTRATION BUILDING
AUBREY, TEXAS

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Phone: 817.632.4783
Fax: 817.632.4714



JOB NO.	17005.002
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	AMB
DATE:	JUNE 10, 2026
SHEET:	L1.00



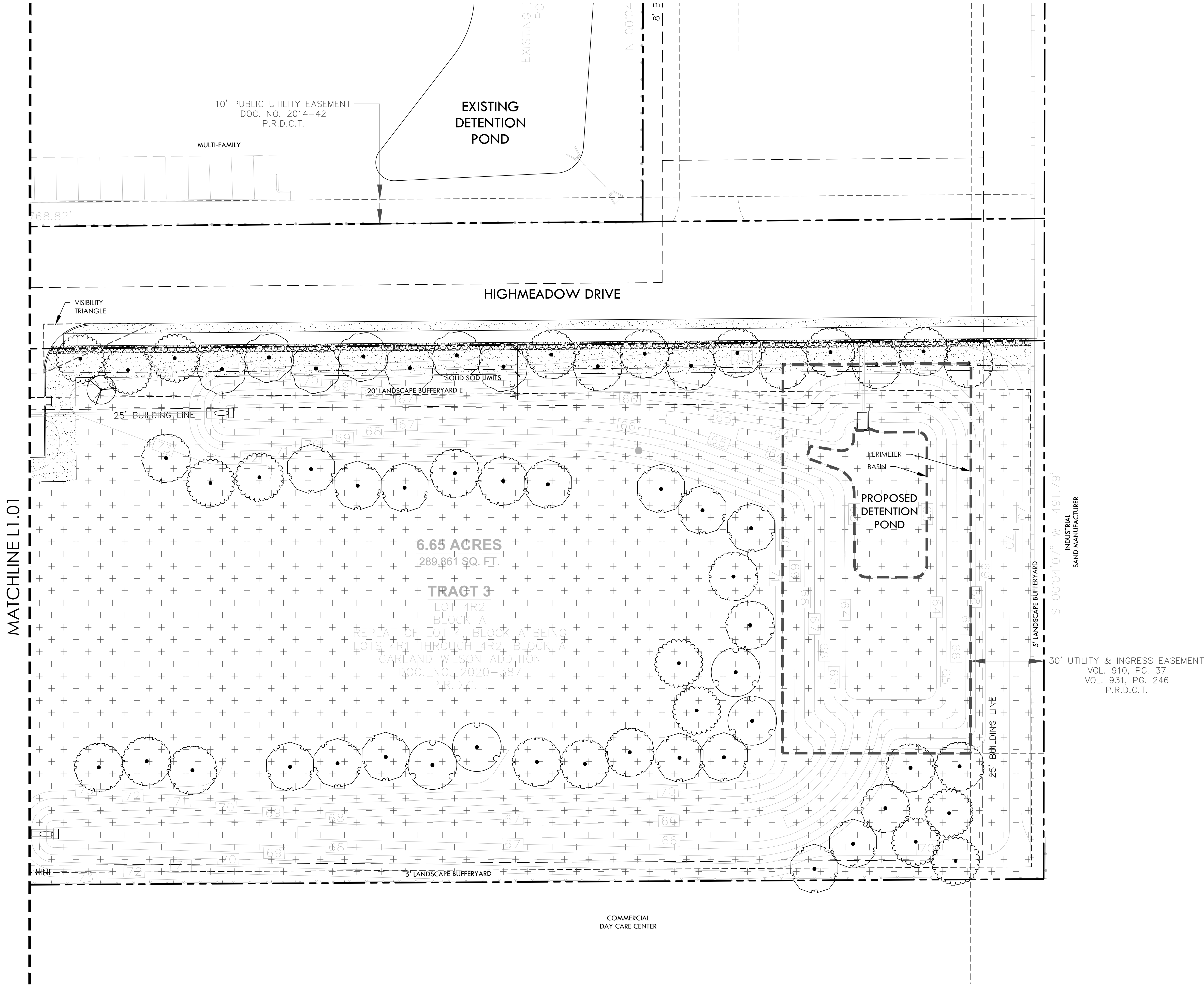
GRAPHIC SCALE

0 20 40

1 inch = 20'

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DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	AMB
DATE:	JUNE 10, 2026
SHEET:	
L1.01	

FILE PATH: P:\17005\17005.000\PLANS\Drawings\PLN Sheets\L1\002 Planting Plan
PLANSHEET: 17005.002 Planting Plan
ACCEPTED ON: Tuesday, June 09, 2026



PLANT SCHEDULE

SYMBOL CODE COMMON NAME

TREES

MRE MEXICAN REDBUD

LARGE TREES

CEE CEDAR ELM
QUE MUE CHINKAPIN OAK
LAO LACEY OAK
LIO LIVE OAK
SHO SHUMARD OAK

SHRUBS

COB CORALBERRY
GOE GOLDENEYE
TSA TEXAS SAGE

SOD/SEED

BER BERMUDA GRASS
BEH BERMUDA GRASS HYDROSEED

ROCK/GRAVEL

ROC ROCK COBBLE

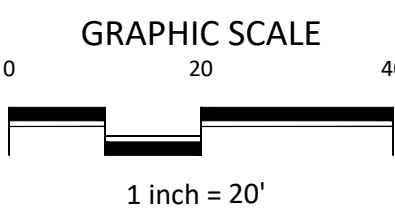
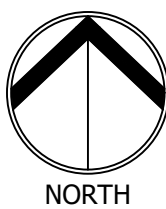
STEEL EDGING

FULL PLANT SCHEDULE ON SHEET L1.01

AUBREY ADMINISTRATIVE BUILDING
1.066 ACRES RIGHT-OF-WAY DEDICATION
BEING 6.654 ACRES OF LAND OUT OF
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DENTON COUNTY, TEXAS

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415 Tisdell Lane
Aubrey, Texas 76227
Ph: 940.668.0060
Engineer:
RLK Engineering, Inc.
111 West Main
Allen, Texas 75013
Texas Registration #579
Ph: 972.359.1733

Landscape
Dunaway
550 Bailey
Fort Worth, Texas 76107
Texas Registration #1114
Date: 05-27-2026



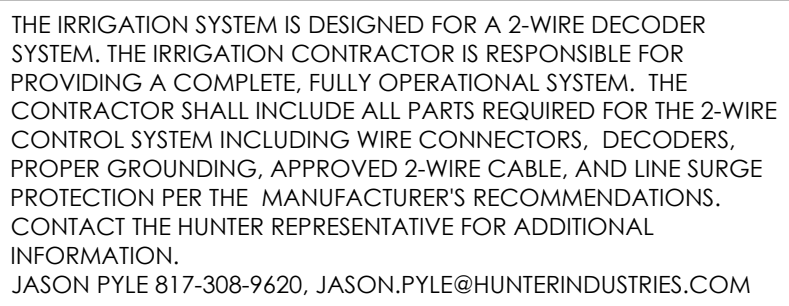
LANDSCAPE PLAN AREA C

AUBREY ISD
NEW ADMINISTRATION BUILDING
AUBREY, TEXAS



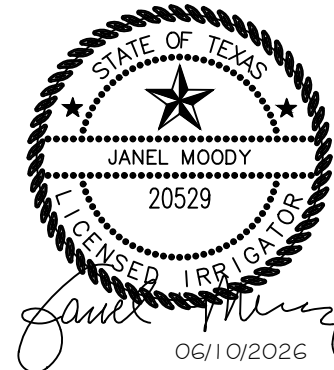
JOB NO.	17005.002
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	AMB
DATE:	JUNE 10, 2026
SHEET:	L1.02



[illegible]

IRRIGATION PLAN AREA B

AUBREY ISD
NEW ADMINISTRATION BUILDING
AUBREY, TEXAS



JOB NO.	17005.002
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	AMB
DATE:	JUNE 10, 2026
SHEET:	
L2.01	

AUBREY ADMINISTRATIVE BUILDING
1.066 ACRES RIGHT-OF-WAY DEDICATION
BEING 6.654 ACRES OF LAND OUT OF
THE JAMES CP MELTON SURVEY,
ABSTRACT NUMBER 802
DENTON COUNTY, TEXAS

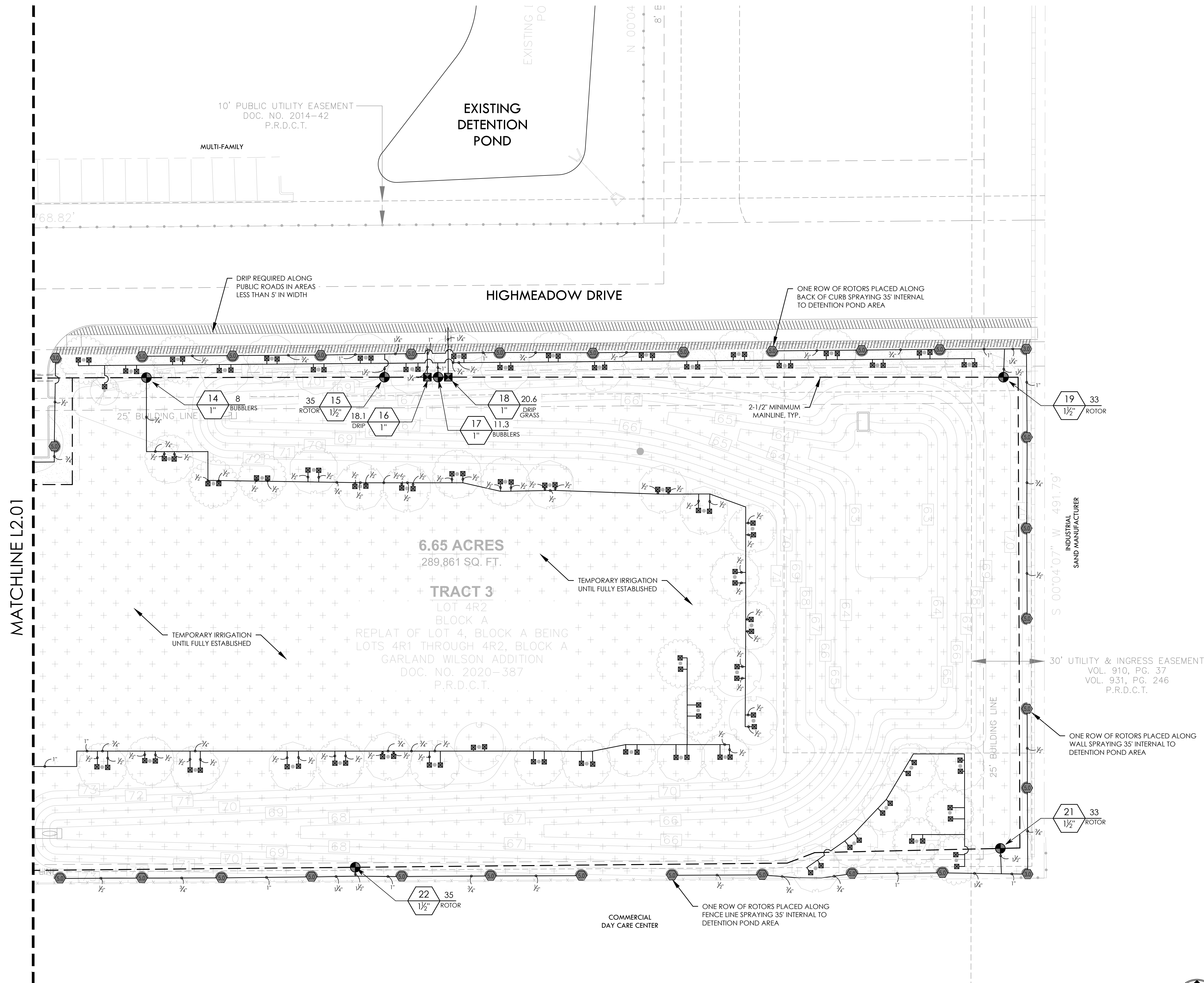
Prepared For:
Aubrey Independent School District
415 Tisdell Lane
Aubrey, Texas 76227
Ph: 940.668.0060

Engineer:
RLK Engineering, Inc.
111 West Main
Allen, Texas 75013
Texas Registration #579
Ph: 972.359.1733

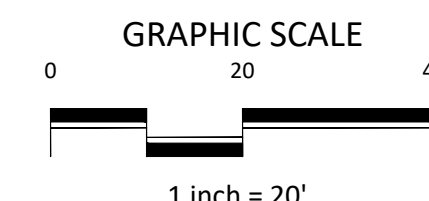
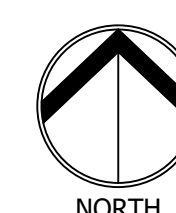
Landscape
Dunaway
550 Bailey
Fort Worth, Texas 76107
Texas Registration #1114
Ph: 817.632.4783
Date: 05-27-2026

THE IRRIGATION SYSTEM IS DESIGNED FOR A 2-WIRE DECODER SYSTEM. THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR PROVIDING A COMPLETE, FULLY OPERATIONAL SYSTEM. THE CONTRACTOR SHALL INCLUDE ALL PARTS REQUIRED FOR THE 2-WIRE CONTROL SYSTEM INCLUDING WIRE CONNECTORS, DECODERS, PROPER GROUNDING, APPROVED 2-WIRE CABLE, AND LINE SURGE PROTECTION PER THE MANUFACTURER'S RECOMMENDATIONS. CONTACT THE HUNTER REPRESENTATIVE FOR ADDITIONAL INFORMATION.

JASON PYLE 817-308-9620, JASON.PYLE@HUNTERINDUSTRIES.COM



FULL PLANT IRRIGATION ON SHEET L2.01



AUBREY ADMINISTRATIVE BUILDING
1.066 ACRES RIGHT-OF-WAY DEDICATION
BEING 6.654 ACRES OF LAND OUT OF
THE JAMES CP MELTON SURVEY,
ABSTRACT NUMBER 802
DENTON COUNTY, TEXAS

Prepared For:
Aubrey Independent School District
415 Tisdell Lane
Aubrey, Texas 76227
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111 West Main
Allen, Texas 75013
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Landscape
Dunaway
550 Bailey

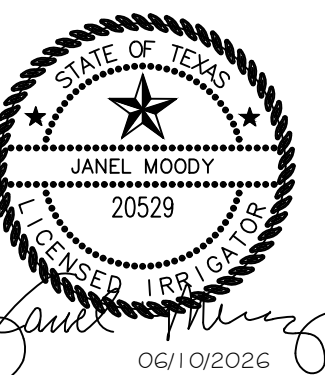
Fort Worth, Texas 76107
Texas Registration #1114

Date: 05-27-2026

REV/SIONS		
NO.	DATE	DESCRIPTION

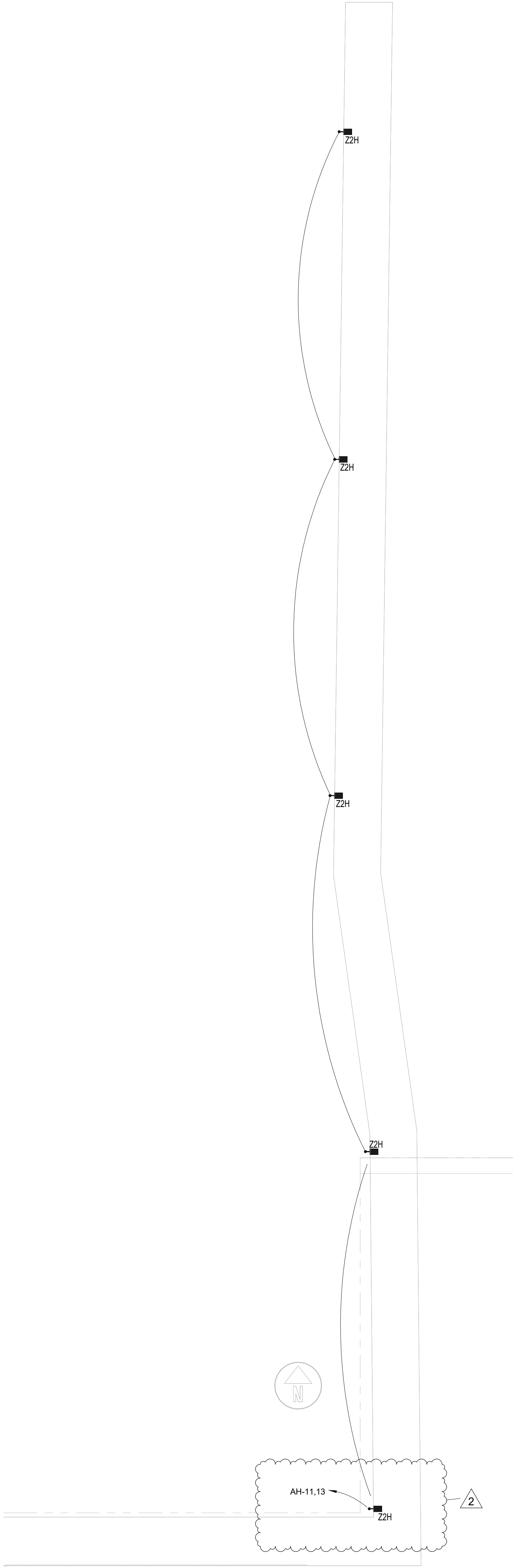
IRRIGATION PLAN AREA C

AUBREY ISD
NEW ADMINISTRATION BUILDING
AUBREY, TEXAS

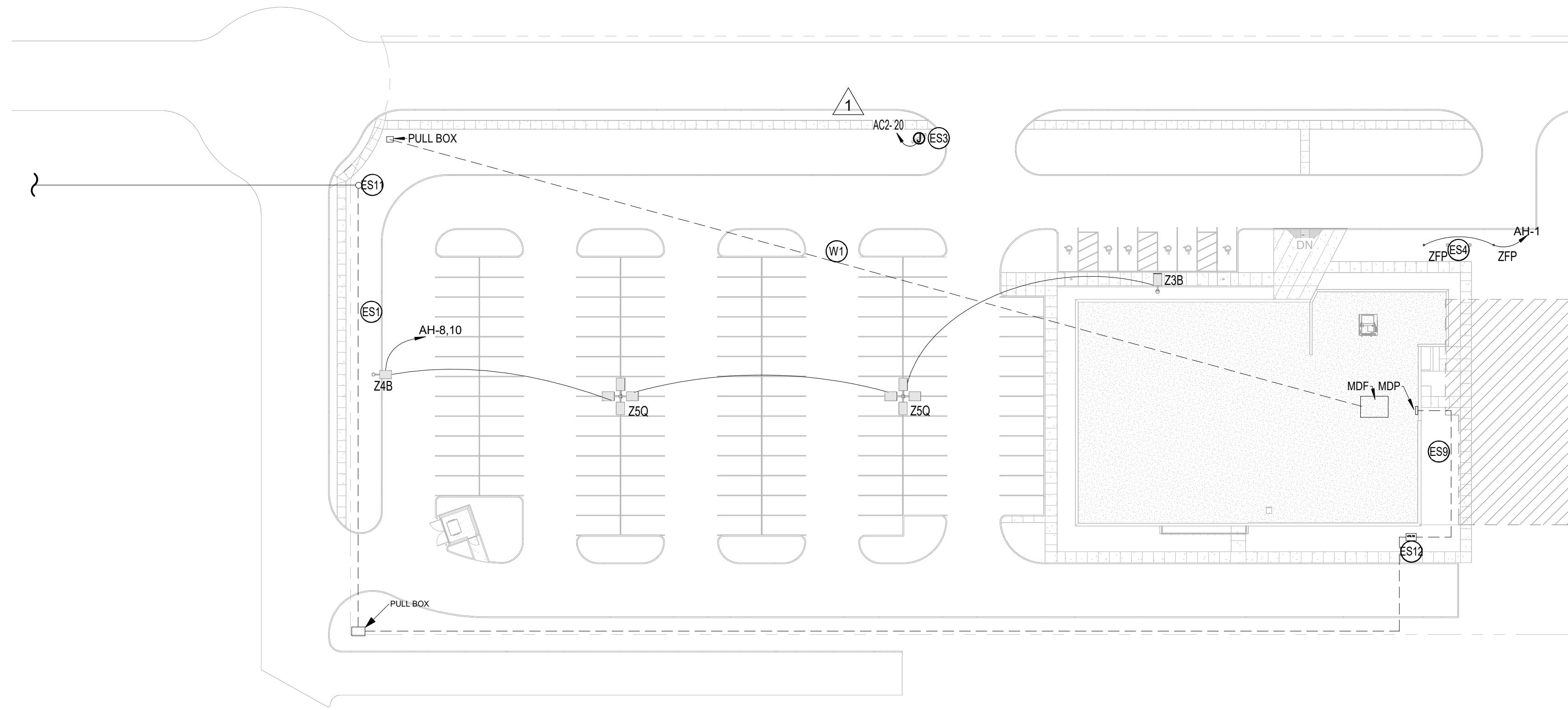


JOB NO.	17005.002
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	AMB
DATE:	JUNE 10, 2026

2.02



1 ELECTRICAL SITE PLAN DRIVE EXTENSION
1" = 40'-0"



2 ELECTRICAL SITE PLAN
1" = 40'-0"

ELECTRICAL SITE PLAN NOTES

- ES1 PROVIDE AND RUN UNDERGROUND TWO 4" CONDUITS FROM UTILITY TRANSFORMER TO ELECTRICAL SERVICE AT THE STREET. PROPOSED LOCATION IS SHOWN. VERIFY AND COORDINATE EXACT LOCATION AND ROUTING WITH UTILITY PROVIDER.
- ES3 SWITCH(ES) AT THIS LOCATION TO OPERATE AS THREE-WAY SWITCH(ES).
- ES4 FLAG POLE. REFER TO FLAG POLE DETAIL.
- ES9 PROVIDE AND ROUTE UNDERGROUND SERVICE CONDUCTORS FROM UTILITY TRANSFORMER LOAD SIDE TO ELECTRICAL SERVICE DISCONNECT(S). REFER TO RISER DIAGRAM FOR MORE INFORMATION.
- ES11 APPROXIMATE LOCATION OF NEW RISER POLE FED FROM NEW OVERHEAD LINES FROM US 377. COORDINATE EXACT LOCATION AND REQUIREMENTS WITH UTILITY SERVICE PROVIDER. CONTRACTOR TO INCLUDE ANY ADDITIONAL COST FOR ADDED POWER LINES FROM UTILITY SERVICE PROVIDER IN BASE BID.
- ES12 PAD MOUNTED UTILITY TRANSFORMER. PROVIDE PAD PER UTILITY SERVICE PROVIDER REQUIREMENTS.

ELECTRICAL SITE PLAN GENERAL NOTES

- CONTRACTORS AND SUBCONTRACTORS SHALL VERIFY LOCATION, CONDUCT TEST AND INSPECTIONS. COORDINATE WITH UTILITIES, OWNER'S REPRESENTATIVES, AND CHECK FOR ALL UNDERGROUND UTILITIES AND LINES BEFORE DITCHING TAKES PLACE. CONTRACTOR AND SUBCONTRACTORS PERFORMING THESE DUTIES SHALL BE RESPONSIBLE FOR ANY REPAIRS OF CUT OR DAMAGED LINES AND UTILITIES NOT SHOWN ON PLANS.
- PROVIDE SEPARATE CONTACTORS FOR INDEPENDENT CONTROL OF EXTERIOR LIGHTING GROUPS PER LIGHTING CONTROL DETAIL.

TECHNOLOGY SITE PLAN NOTES

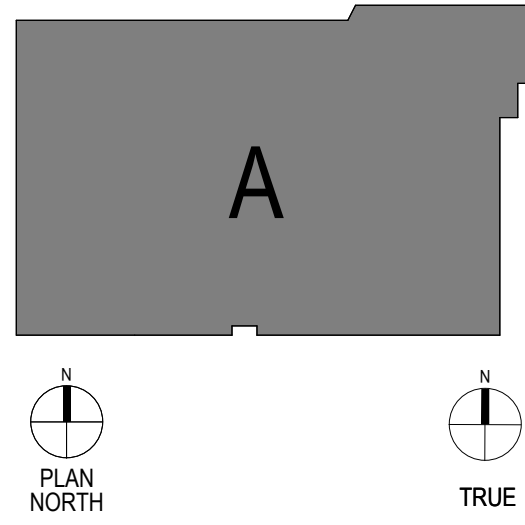
- (W1) PROVIDE AND RUN TWO 4" UNDERGROUND CONDUITS FOR NETWORK SERVICE ENTRY TO MDF. COORDINATE EXACT LOCATION WITH UTILITY COMPANY.



AUBREY ISD NEW ADMINISTRATION BUILDING

Betty Lane Aubrey, TX 76207

KEY PLAN



DISCIPLINE



CLIENT

CLIENT	IN2 PROJECT NUMBER
AUBREY ISD	2506
DATE	ISSUE
04/17/2026	FINAL SEALED CDs

REVISIONS

No.	Description	Date
1	Assemble 01	4/29/2025
2	CPR 01	5/12/2026

ELECTRICAL SITE PLAN

ES-101

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
DRIVE EXTENSION	Illuminance	Fc	0.85	1.7	0.1	8.50	17.00
PROPERTY LINE	Illuminance	Fc	0.09	0.4	0.0	N.A.	N.A.

PHOTOMETRIC SITE PLAN GENERAL NOTES

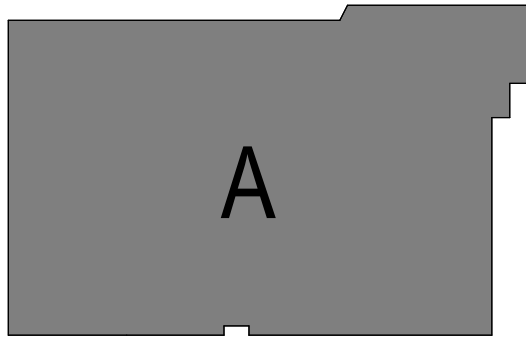
- THESE PLANS ARE ACCURATE AND DESIGNED IN COMPLIANCE WITH AND MEET THE REQUIREMENTS OF THE CITY OF AUBREY OUTDOOR LIGHTING ORDINANCE IN EFFECT AT THE TIME OF THE SUBMISSION OF PLANS.
- ALL CALCULATION POINTS SHOWN ARE AT THE GROUND LEVEL AND ARE MEASURED HORIZONTALLY.
- LIGHTING CALCULATIONS HAVE BEEN PRODUCED USING AGI32 LIGHTING SOFTWARE BY LIGHTING ANALYSTS, INC.



AUBREY ISD NEW ADMINISTRATION
BUILDING

Betty Lane Aubrey, TX 76207

KEY PLAN



DISCIPLINE



04/17/2026

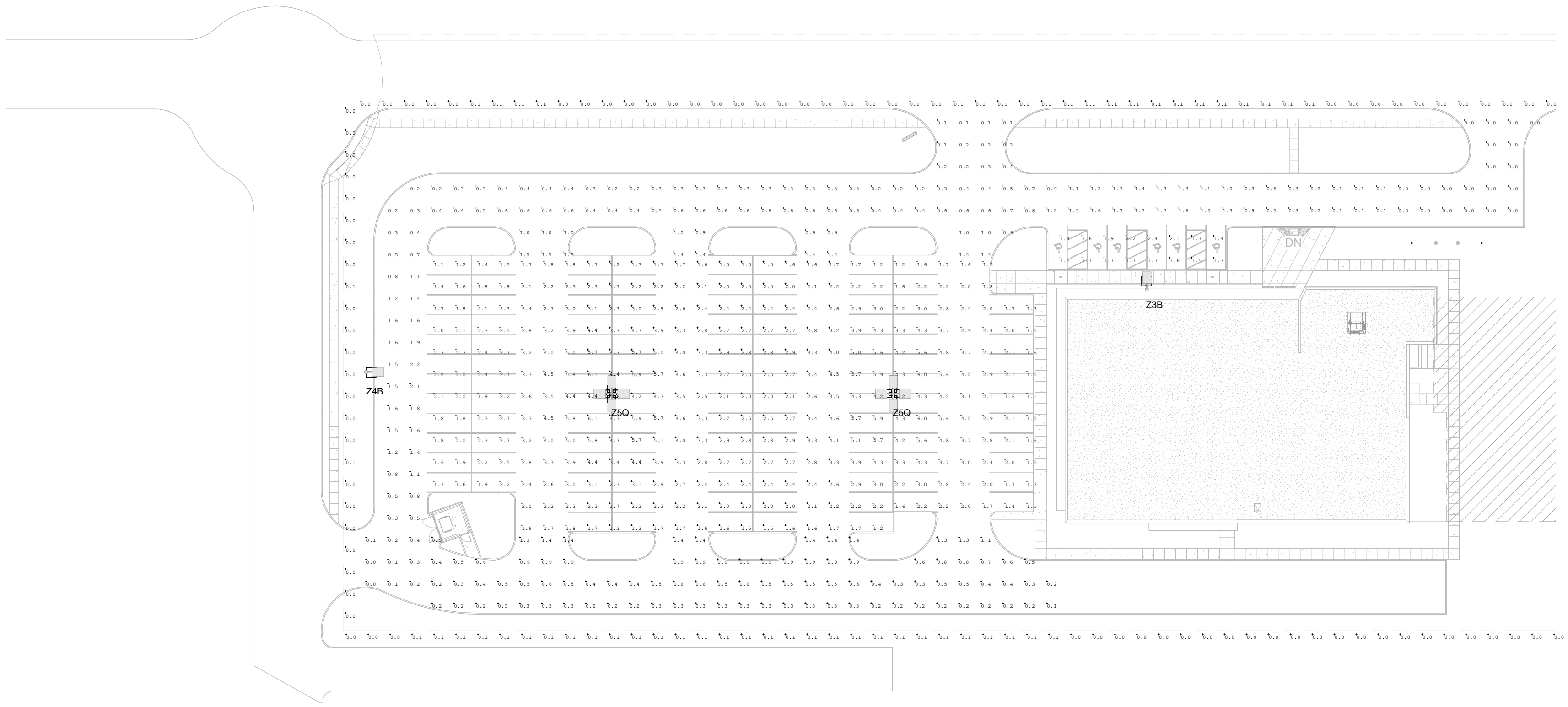
CLIENT	IN2 PROJECT NUMBER
AUBREY ISD	2506
DATE	ISSUE
04/17/2026	FINAL SEALED CDs

REVISIONS

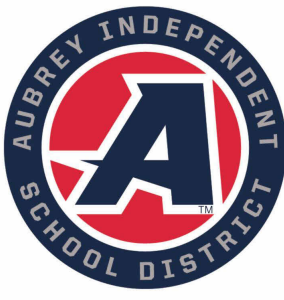
No.	Description	Date
2	CPR 01	5/12/2026

PHOTOMETRIC SITE
PLAN

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
DRIVEWAY	Illuminance	Fc	0.61	2.2	0.0	N.A.	N.A.
HANDICAP PARKING SPACES	Illuminance	Fc	1.71	2.4	1.3	1.32	1.85
PARKING LOT	Illuminance	Fc	2.86	6.1	1.1	2.60	5.55
PROPERTY LINE	Illuminance	Fc	0.04	0.1	0.0	N.A.	N.A.



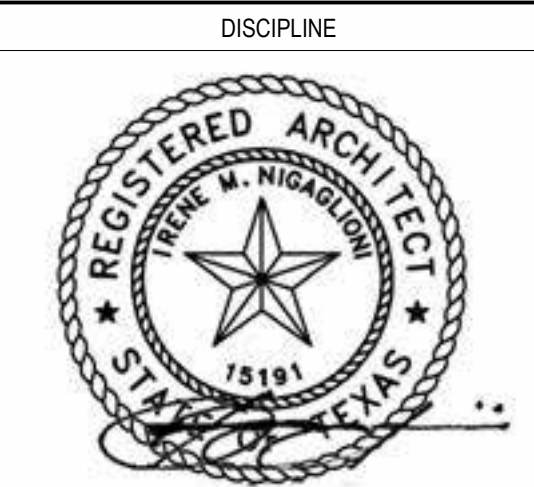
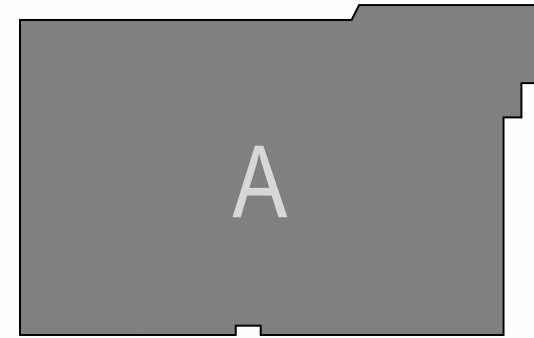
2 PHOTOMETRIC SITE PLAN
1" = 40'-0"



AUBREY ISD NEW ADMINISTRATION
BUILDING

Betty Lane Aubrey, TX 76227

KEY PLAN

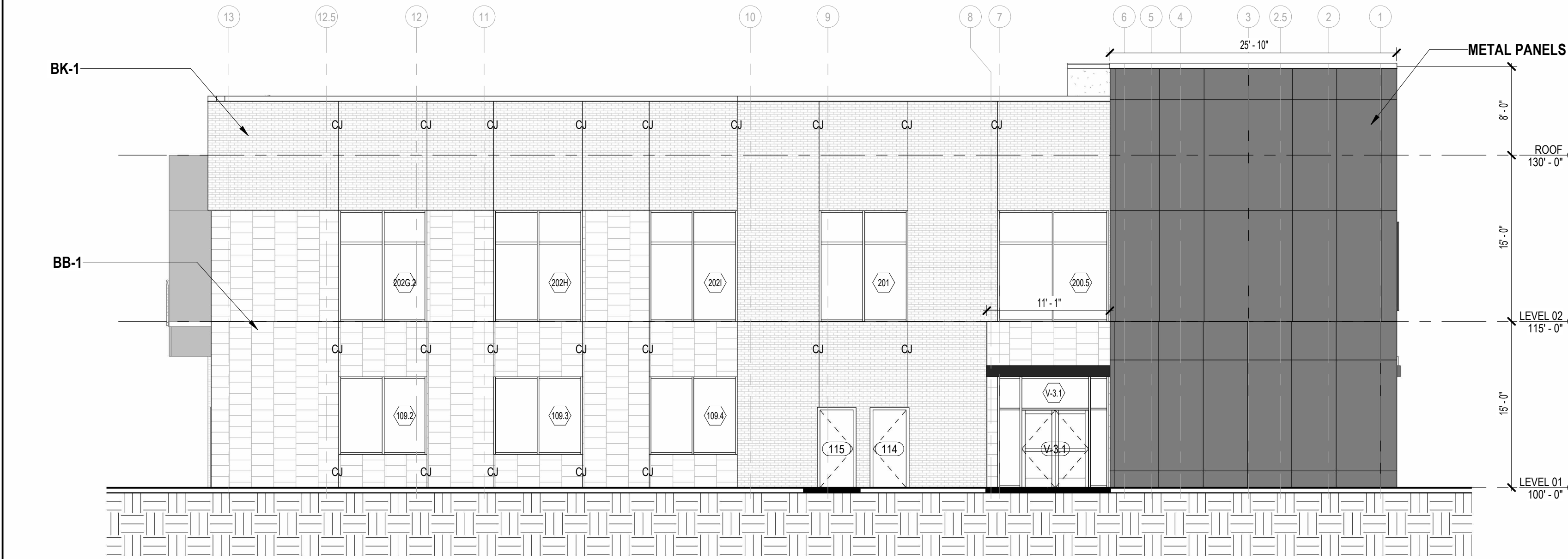


04/17/2026	
CLIENT	IN2 PROJECT NUMBER
AUBREY ISD	2556
DATE	ISSUE
04/17/2026	100% CONSTRUCTION DOCUMENTS

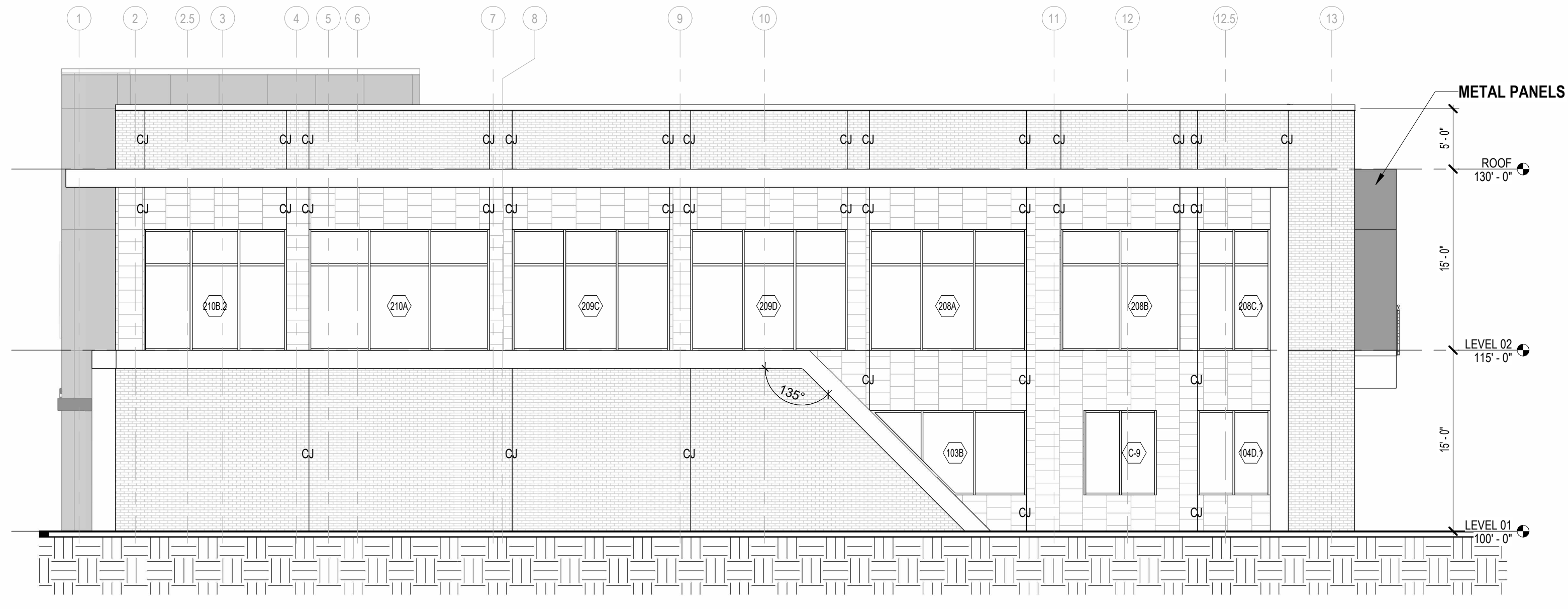
REVISIONS		
No.	Description	Date

EXTERIOR
ELEVATIONS

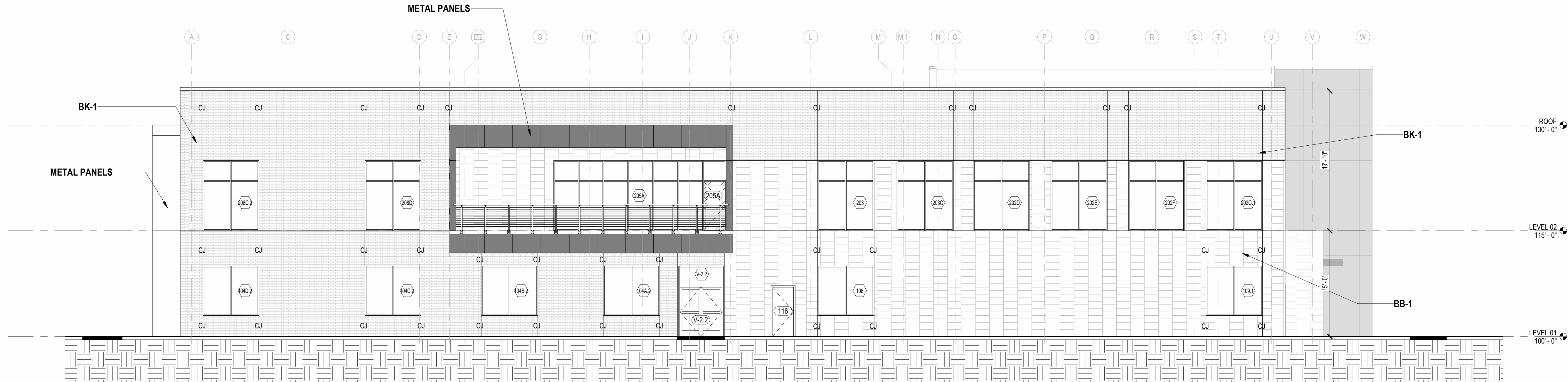
A-701



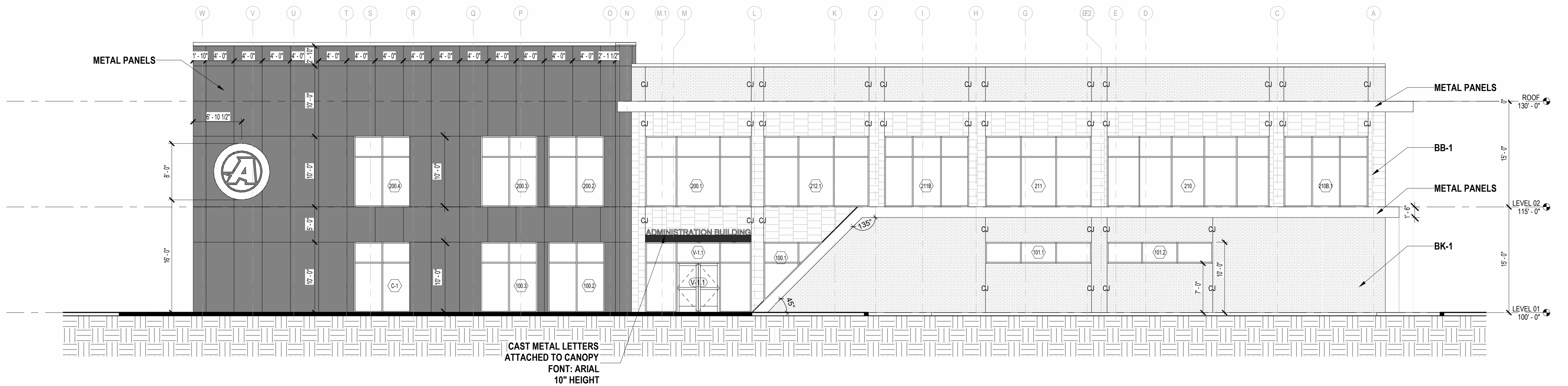
24 EAST ELEVATION
1/8" = 1'-0"



21 WEST ELEVATION
1/8" = 1'-0"



18 SOUTH ELEVATION
1/8" = 1'-0"



06 NORTH ELEVATION
1/8" = 1'-0"



ADMINISTRATION BUILDING





June 10, 2026

City of Aubrey, Texas
226 Countryside
Aubrey, Texas 76227

Re: New Administration Building
Aubrey Independent School District

To Whom it May Concern:

We are writing today to respectfully request a façade material variance from the City of Aubrey for the above-mentioned project. Please refer to attached exterior elevation drawing for additional information including material selection and percentage of each application.

The variance is based on City of Aubrey Code 2026-03-26, Code of Ordinances, Exhibit 14A Zoning Ordinance related to exterior façade materials/percentages for non-residential property.

The basis of the variance request is as follows:

A. Consistency with intent of the ordinance:

- The proposed maintains visual quality through the use of a majority of the exterior surface as masonry, which complies with the intent of the ordinance.
 - The ordinance requires that buildings include 90% masonry and 75% brick.
 - The proposed includes 73% masonry, of which 46% is brick and 27% is burnished block.
- We also believe the proposed materials equal or better the durability/performance of the materials required by the ordinance.
 - The proposed includes a selection of materials with little or no maintenance (no painting or refinishing) and long term warranties, which will maintain its look for the life of the building.
- The proposed also meets other applicable standards, including height and massing.

B. Community benefits and mitigation

- Enhanced streetscape: The proposed solution provides an enhanced streetscape at the proposed site due to architecturally pleasing use of canopies, transparency and exterior lighting. The difference in masonry percentages does not affect this benefit.
- Sustainability: The proposed materials, as stated above, meet the city's requirements for durable, low maintenance materials with enhance energy performance.
- Maintenance Plan: As stated above, the proposed plan includes extended material warranties (including colorfastness), and reduced overall maintenance as compared to other exterior materials.

Per your documentation, a variance is possible if it meets the criteria listed below:



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

We believe the proposed design meets these criteria, causing no harm to public health, and providing consistency with the intent of the ordinance for a long term pleasing aesthetic in the community.

Therefore, and in light of the above, I request approval of the variance as shown on the submitted documents, and attached elevations.

Please feel free to contact me via email (irene@in2arch.com) or call my office (972-427-1222) with any questions.

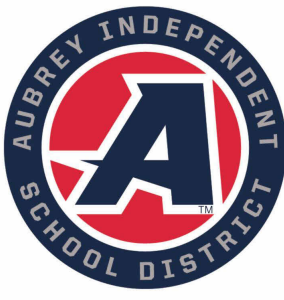
Thank you for your consideration,

A handwritten signature in blue ink, appearing to read 'Irene Nigaglioni', with a stylized flourish extending to the right.

Irene Nigaglioni, FAIA, ALEP
President / IN2 Architecture

Enclosures

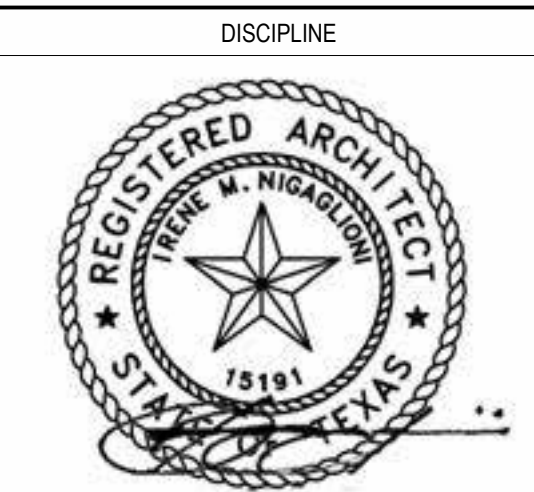
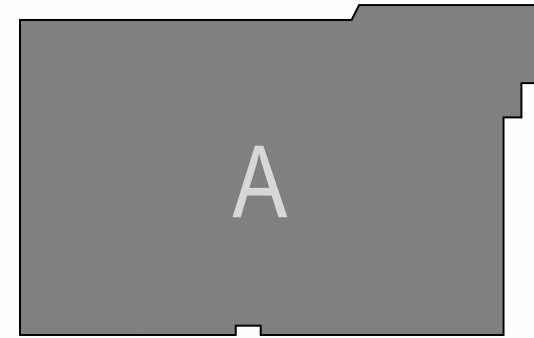
C: Scott Niven, Friends Consulting Group
Dr. Shannon Saylor, Aubrey ISD
File 5I



AUBREY ISD NEW ADMINISTRATION
BUILDING

Betty Lane Aubrey, TX 76227

KEY PLAN

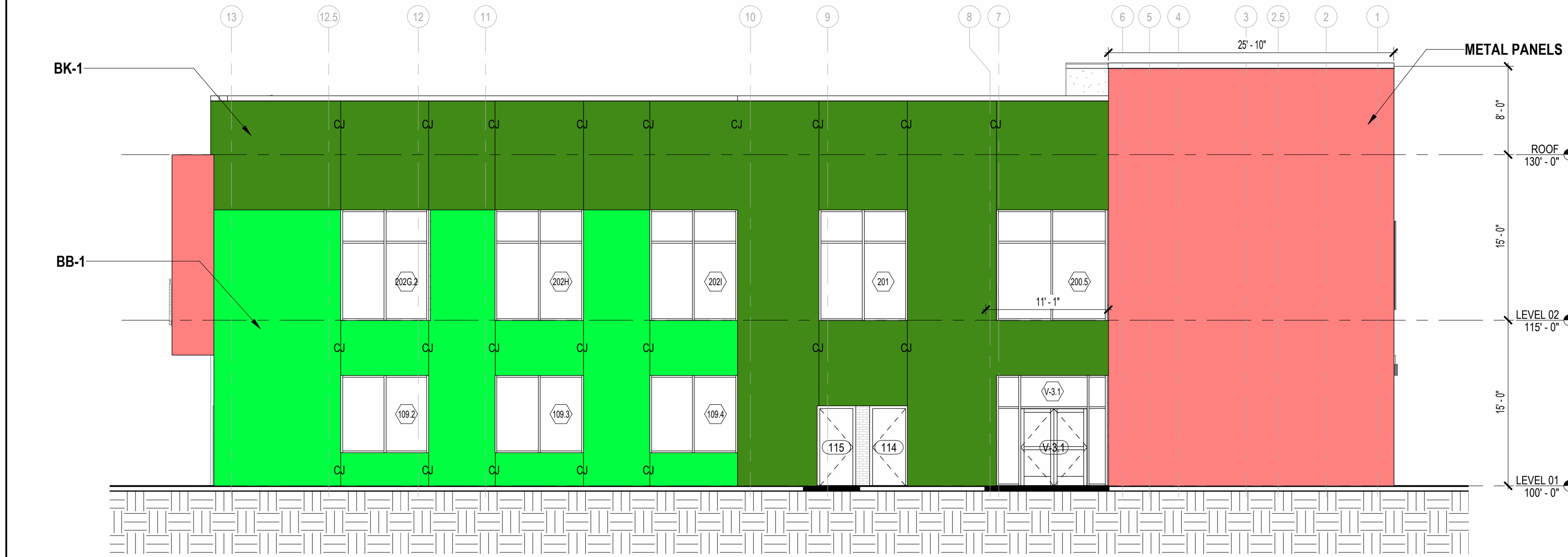


04/17/2026	
CLIENT	IN2 PROJECT NUMBER
AUBREY ISD	2596
DATE	ISSUE
04/17/2026	100% CONSTRUCTION DOCUMENTS

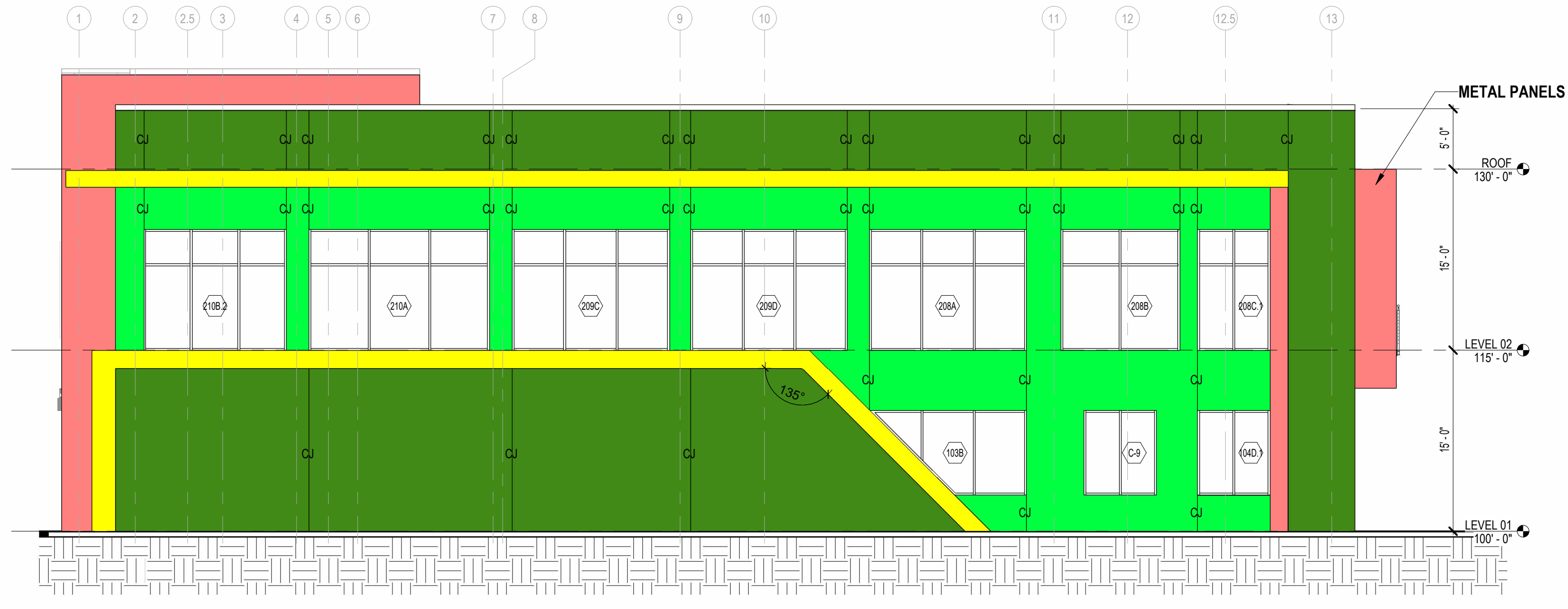
REVISIONS		
No.	Description	Date

EXTERIOR
ELEVATIONS

A-701



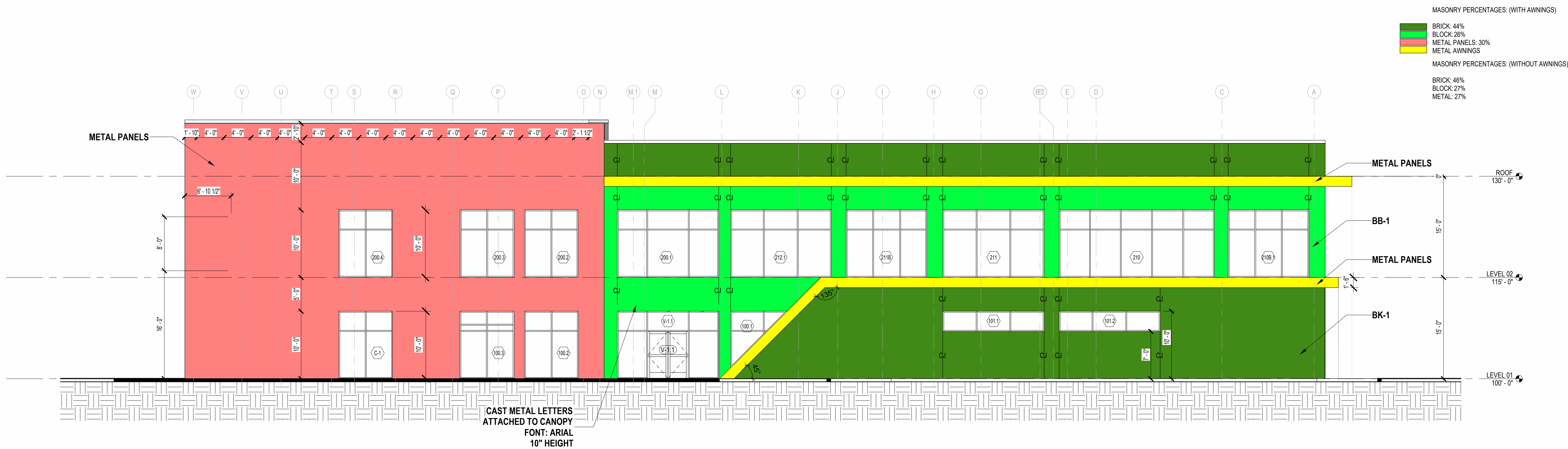
24 EAST ELEVATION
1/8" = 1'-0"



21 WEST ELEVATION
1/8" = 1'-0"



18 SOUTH ELEVATION
1/8" = 1'-0"



06 NORTH ELEVATION
1/8" = 1'-0"

CONSTRUCTION PLANS

AUBREY ISD ADMINISTRATION BUILDING

CITY OF AUBREY

DENTON COUNTY, TEXAS

Sheet List Table	
Sheet Number	Sheet Title
--	COVER SHEET
--	FINAL PLAT
CSA1	SITE PLAN
CPVA1	PAVING PLAN
CGRA1	GRADING PLAN
CDRA1	PRE-DEVELOPED DRAINAGE AREA MAP
CDRA2	POST-DEVELOPED DRAINAGE AREA MAP
CDRA3	DRAINAGE PLAN
CDRA4	DRAINAGE PROFILES
CDRA5	DRAINAGE CALCULATIONS
CDRA6	DETENTION CALCULATIONS
CWSA1	WATER & SANITARY SEWER PLAN
CWSA2	SANITARY SEWER PROFILES
CERA1	EROSION CONTROL
CERA2	EROSION CONTROL NOTES
CERA3	EROSION CONTROL DETAILS
CDTA1	ONSITE DETAILS
CDTA2	ONSITE DETAILS
CDTA3	CITY DETAILS
CDTA4	CITY DETAILS
CDTA5	CITY DETAILS
CDTA6	CITY DETAILS
CDTA7	CITY DETAILS
CDTA8	CITY DETAILS
CDTA9	TxDOT DETAILS

Prepared For

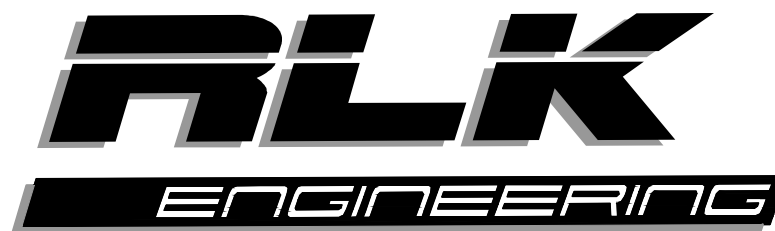
Aubrey Independent School District

415 Tisdell Lane

Aubrey, Texas 76227

Tel. 940 668-0060

Engineer



RLK ENGINEERING, INC.

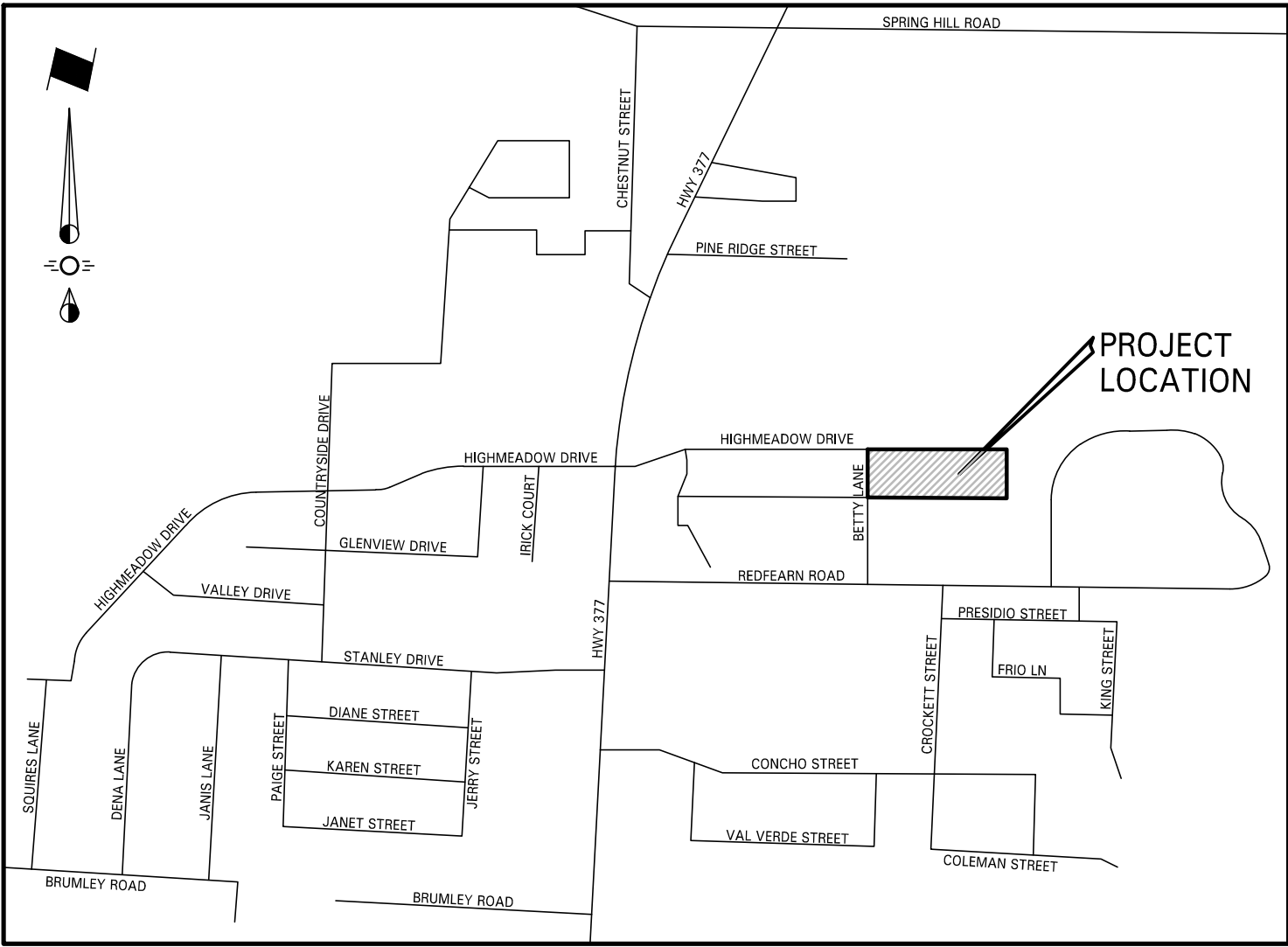
111 West Main

Allen, Texas 75013

(972) 359-1733 Off

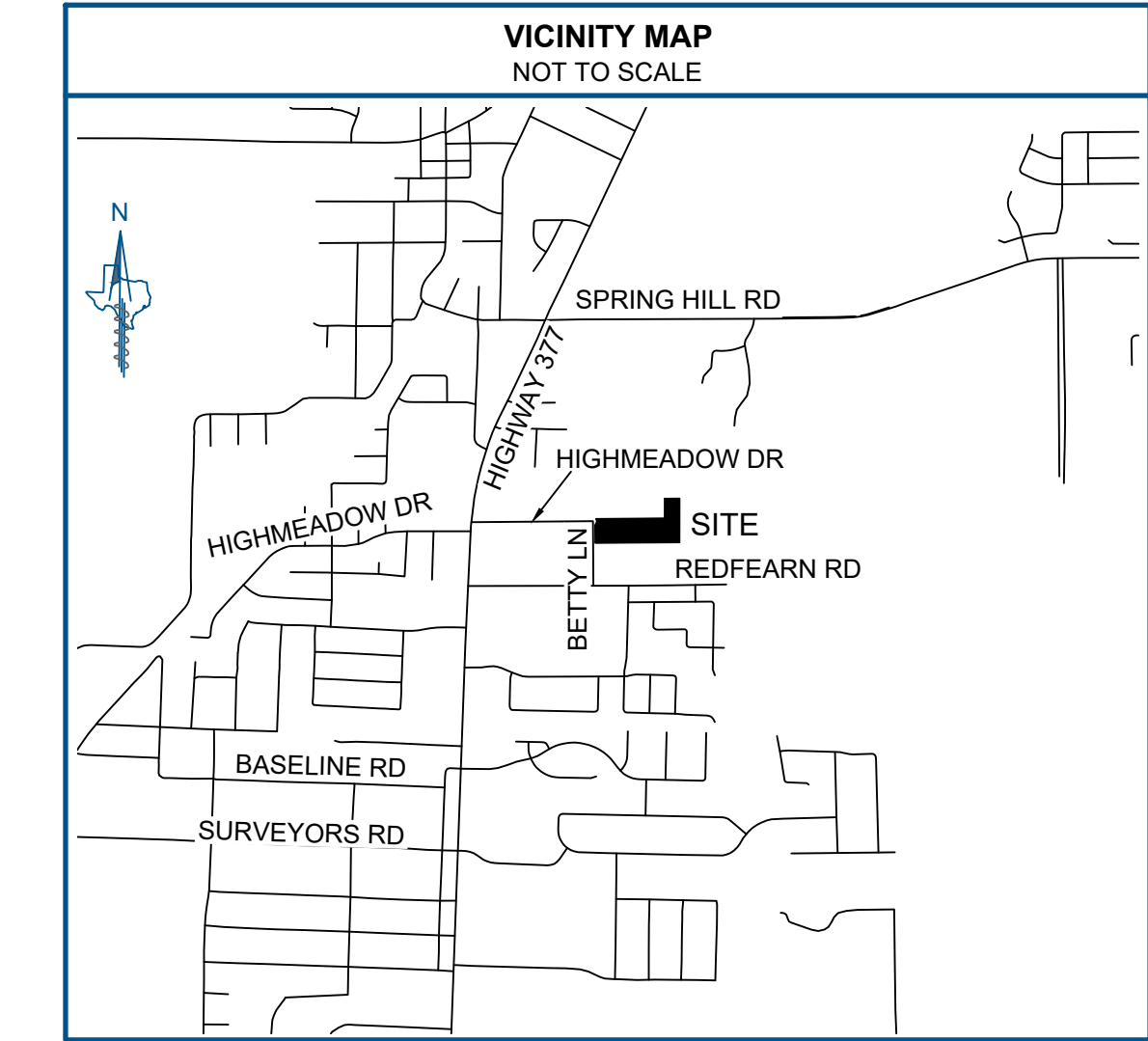
(972) 359-1833 Fax

Texas Registration No. 579



VICINITY MAP

N.T.S.



GENERAL PLAT NOTES

- Electric service to be provided by CoServ Electric.
- Water service to be provided by The City of Aubrey.
- Sanitary sewer to be provided by The City of Aubrey.
- The maintenance of paving, grading and drainage improvements and/or easements shown on this plat are the responsibility of the individual property owners and does not constitute acceptance of same for maintenance purposes by City of Aubrey.
- All surface drainage easements shall be kept clear of fences, buildings, foundations, plantings and other obstructions to the operation and maintenance of the drainage facility.
- Blocking the flow of water or construction improvements in surface drainage easements, and filling or obstructing the floodway is prohibited.
- City of Aubrey, Denton County will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flooding conditions.
- The existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual property owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across the lots.
- Construction not complete within two years of the Commissioners Court approval shall be subject to current City Subdivision Rules and Regulations.
- A driveway culvert permit must be obtained from the Development Services Department by the owner of each lot prior to the construction, installation or placement of any driveway access improvements within the dedicated right-of-way.
- No construction, without written approval from City of Aubrey, Denton County shall be allowed within an identified "FIRM" floodplain area, and then only after a detailed floodplain development permit including engineering plans and studies show that no rise in the Base Flood Elevation (BFE) will result, that no flooding will result, that no obstruction to the natural flow of water will result, and subject to all owners of the property affected by such construction becoming a party to the request. Where construction is permitted, all finished floor elevations shall be a minimum of two feet above the 100-year flood elevation.
- City of Aubrey, Denton County shall not be responsible for maintenance of private streets, drives, emergency access easements, recreation areas and open spaces; and the owners shall be responsible for the maintenance of private streets, drives, emergency access easements, recreation areas and open spaces, and said owners agree to indemnify and hold harmless City of Aubrey, Denton County from all claims, damages and losses arising out of or resulting from performance of the obligations of said owners set forth in this paragraph.
- All interior property corners are marked with a 1/2" iron rod with a green plastic cap stamped "Eagle Surveying" unless otherwise noted.
- The purpose of this plat is to create two (2) lots of record from one (1) lot of record and to dedicate easements and right-of-way.
- The bearings and grid coordinates shown on this survey are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011) Texas North Central Zone (4202).
- Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law, and is subject to fines and/or withholding of utilities and building permits.
- This property is located in **Non-shaded Zone "X"** as scaled from the F.E.M.A. Flood Insurance Rate Map dated April 18, 2011 and is located in Community Number 480776 as shown on Map Number 48121C0265G. The location of the Flood Zone is approximate. For additional information regarding Flood Zone designation, please contact 1-(877) FEMA MAP.
- There are no open spaces or HOA lots proposed herein.

JOB NUMBER
2512.059-03
DATE
02-12-2026
REVISION
06-08-2026
DRAWN BY
MMF



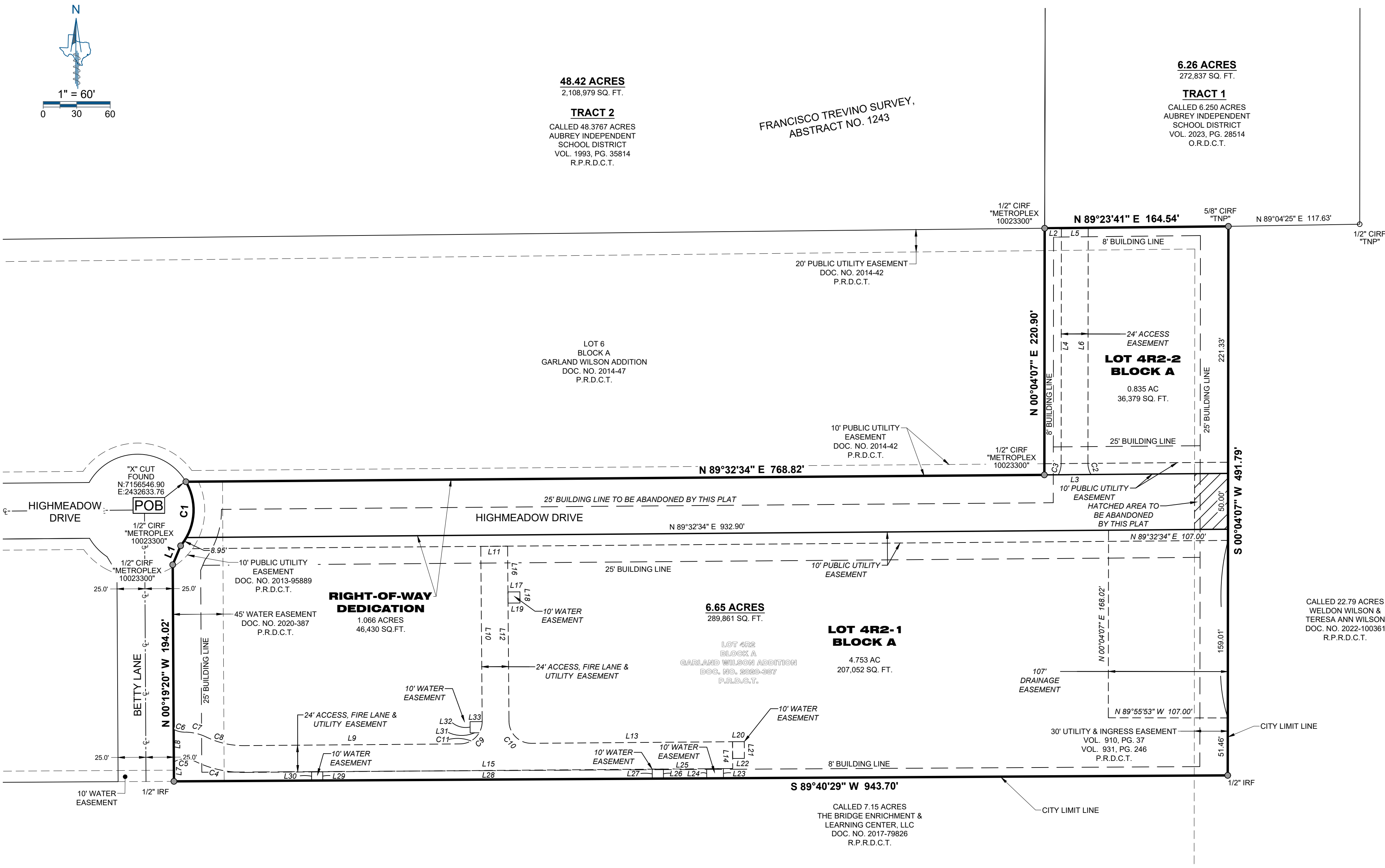
Eagle Surveying, LLC
222 South Elm Street
Suite: 200
Denton, TX 76201
940.222.3009
www.eaglesurveying.com
TX Firm # 10194177

LEGEND			
PG	= PAGE	DOC. NO.	= DOCUMENT NUMBER
VOL	= VOLUME	O.R.D.C.T.	= OFFICIAL RECORDS, DENTON COUNTY, TEXAS
POB	= POINT OF BEGINNING	D.R.D.C.T.	= DEED RECORDS, DENTON COUNTY, TEXAS
IRF	= IRON ROD FOUND	R.P.R.D.C.T.	= REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
CIRS	= CAPPED IRON ROD SET	P.R.D.C.T.	= PLAT RECORDS, DENTON COUNTY, TEXAS
MNS	= MAG NAIL SET		
BM	= BENCHMARK		
			= AREA TO BE ABANDONED BY THIS PLAT

SURVEYOR
Eagle Surveying, LLC
Contact: Richard Spicer, Jr.
222 S. Elm Street, Suite: 200
Denton, TX 76201
(940) 222-3009
platingdepartment@eaglesurveying.com

OWNER
Aubrey ISD
Contact: Eric Hough
415 Tidwell Lane
Aubrey, TX 76227
(940) 668-0060
ehough@aubreyisd.net

ENGINEERING
RLK Engineering
Contact: Rob Morse
111 W. Main Street
Allen, TX 75013
(972) 359-1733
rob@rlkengineering.com



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 22°36'32" E	18.42'
L2	N 89°23'41" E	15.00'
L3	S 89°32'34" W	29.36'
L4	N 00°04'07" E	211.12'
L5	N 89°23'41" E	24.00'
L6	S 00°04'07" W	211.23'
L7	N 00°19'20" W	17.44'
L8	N 00°19'20" W	29.16'
L9	N 89°32'34" E	193.30'
L10	N 00°27'26" W	156.78'
L11	N 89°32'34" E	24.00'
L12	S 00°27'26" E	156.78'
L13	N 89°32'34" E	180.05'
L14	S 00°19'31" E	24.00'
L15	S 89°32'34" W	437.29'
L16	S 00°27'26" E	41.00'
L17	N 89°32'34" E	10.70'
L18	S 00°27'26" E	10.00'
L19	S 89°32'34" W	10.70'
L20	N 89°40'29" E	10.50'
L21	S 00°19'31" E	15.00'
L22	S 89°40'29" W	10.50'
L23	S 00°27'26" E	8.63'
L24	N 00°27'26" W	8.60'
L25	S 89°31'33" W	38.72'
L26	S 00°19'31" E	8.50'
L27	N 00°19'31" W	8.50'
L28	S 89°32'18" W	295.10'
L29	S 00°19'31" E	7.80'
L30	N 00°19'31" W	7.80'
L31	S 89°32'34" W	8.00'
L32	N 00°27'26" W	10.00'
L33	N 89°32'34" E	10.81'

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING
C1	50.00'	61.33'	70°16'27"	N 04°04'07" E
C2	20.07'	10.25'	29°15'34"	S 15°48'07" E
C3	20.00'	10.29'	29°28'10"	N 14°48'25" E
C4	100.00'	46.05'	26°23'04"	N 77°15'54" W
C5	20.00'	19.44'	55°41'59"	S 88°04'38" W
C6	20.00'	10.26'	29°24'05"	S 75°38'23" E
C7	44.00'	20.17'	26°16'04"	S 77°12'23" E
C8	76.00'	35.00'	26°23'04"	S 77°15'54" E
C9	20.00'	31.42'	90°00'00"	N 44°32'34" E
C10	20.00'	31.42'	90°00'00"	S 45°27'26" E
C11	19.48'	20.73'	60°58'15"	N 59°41'19" E

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DENTON §

I, **PATRICK MALLON**, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from and actual survey made on the ground and that the monuments shown hereon were found or placed with 1/2" iron rods capped "EAGLE SURVEYING" under my direction and supervision in accordance with the current provisions of the Texas administrative code and the ordinances of City of Aubrey, Denton County, Texas.

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

Patrick Mallon R.P.L.S. # 7170 DATE _____

STATE OF TEXAS §
COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared **PATRICK MALLON**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of the office this _____ day of _____, 20__.

Notary Public, State of Texas

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, **AUBREY ISD**, is the owner of a 6.654 acre tract of land out of the Francisco Trevino Survey, Abstract Number 1243, situated in the City of Aubrey, Denton County, Texas, being all of Lot 4R2, Block A, Garland Wilson Addition, an addition of record in Document Number 2020-387, Plat Records of Denton County, Texas, and being all of a tract of land conveyed to Aubrey ISD by deed of record in Document Number 2025-139507 of the Official Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING, at a "X" cut found in the South line of Lot 6, Block A, of Garland Wilson Addition, an Addition of record in Document Number 2014-47 of said Plat Records, at the westerly most Northwest corner of said Lot 4R2;

THENCE, N89°32'34"E, along the South line of said Lot 6, Block A, a distance of 768.82 feet to a 1/2 inch iron rod with yellow plastic cap stamped "METROPLEX 10023300" found at the Southeast corner of said Lot 6, Block A;

THENCE, N00°04'07"E, along the East line of said Lot 6, Block A, a distance of 220.90 feet to a 1/2 inch iron rod with yellow plastic cap stamped "METROPLEX 10023300" found at the Northeast corner of said Lot 6, Block A, same being the Southwest corner of a called Tract 1, 6.250 acre tract of land conveyed to Aubrey Independent School District by deed of record in Volume 2023, Page 28514 of the Official Records of Denton County, Texas;

THENCE, N89°23'41"E, along the South line of said Tract 1, 6.250 acre tract of land, a distance of 164.54 feet to a 5/8 inch iron rod with yellow plastic cap stamped "TNP" found, from which a 5/8 inch iron rod with yellow plastic cap stamped "TNP" found at the northernmost Northeast corner of said Lot 4R2, same being the Southeast corner of said Tract 1, 6.250 acre tract, bears N89°04'25"E, a distance of 117.63 feet;

THENCE, S00°04'07"W, along the East line of said Lot 4R2, a distance of 491.79 feet to a 1/2 inch iron rod found at the Southeast corner of said Lot 4R2;

THENCE, S89°40'29"W, along the South line of said Lot 4R2, a distance of 943.70 feet to a 1/2 inch iron rod found at the Southwest corner of said Lot 4R2, in the East right-of-way line of Highmeadow Drive;

THENCE, N00°19'20"W, along the common line of the West line of said Lot 4R2 and the East right-of-way line of Highmeadow Drive, a distance of 194.02 feet to a 1/2 inch iron rod with yellow plastic cap stamped "METROPLEX 10023300" found;

THENCE, N22°36'32"E, a distance of 18.42 feet to a 1/2 inch iron rod with yellow plastic cap stamped "METROPLEX 10023300" found at the beginning of a tangent curve to the left;

THENCE along said tangent curve to the left having a radius of 50.00 feet, a chord bearing of N04°40'47"E, a chord length of 57.55 feet, a delta angle of 70°16'27", and an arc length of 61.33 feet to the **POINT OF BEGINNING** and containing an area of 6.654 Acres, or (289,861 Square Feet) of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT **AUBREY ISD**, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as **GARLAND WILSON ADDITION, LOTS 4R2-1 and 4R2-2, BLOCK A**, 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.

FIRE LANE EASEMENT STATEMENT:

That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.

ACCESS EASEMENT STATEMENT:

The undersigned does covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of General Public vehicular and pedestrian use and access, and for Fire Department and emergency use, in, along, upon, and across said premises, with the right and privilege at all times of the City of Aubrey, its agents, employees, workmen, and representatives having ingress, egress, and regress in, along, upon, and across said premises.

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

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

OWNER: **AUBREY ISD**

By: _____
Signature Date

STATE OF TEXAS §
COUNTY OF _____ §

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

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

Notary Public in and for _____ County

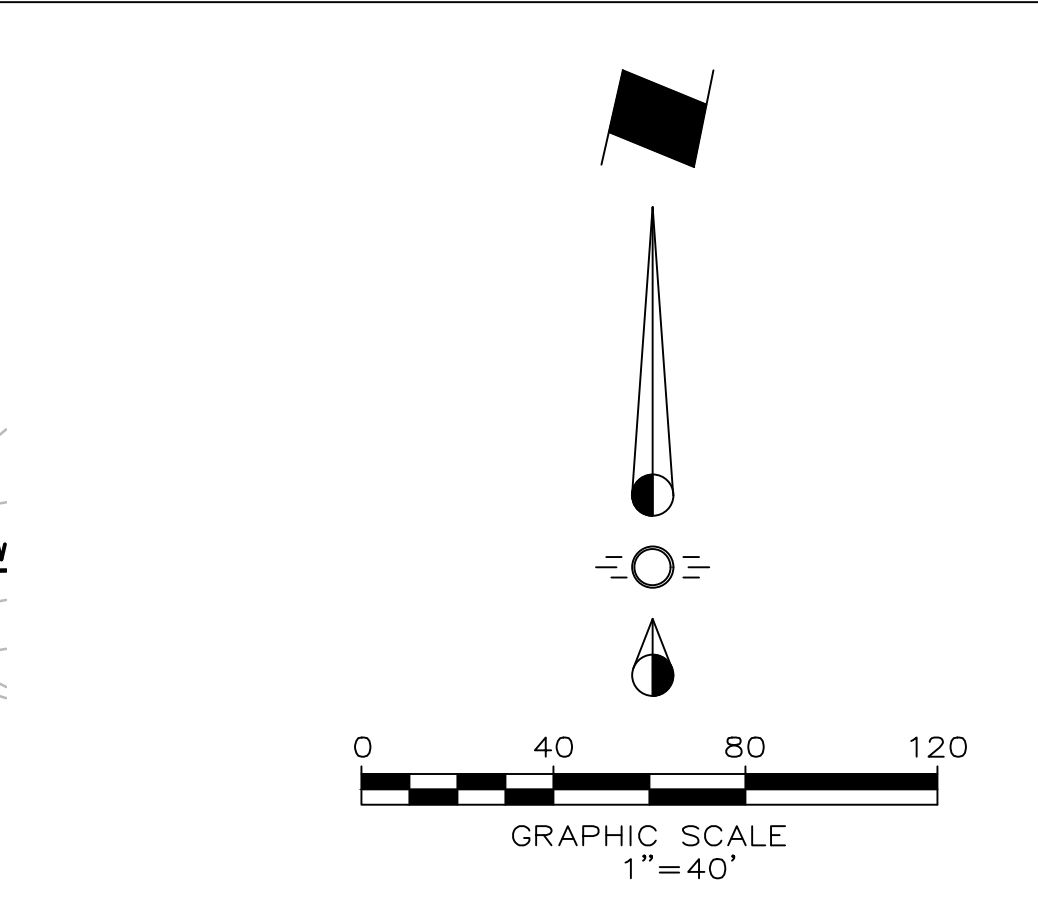
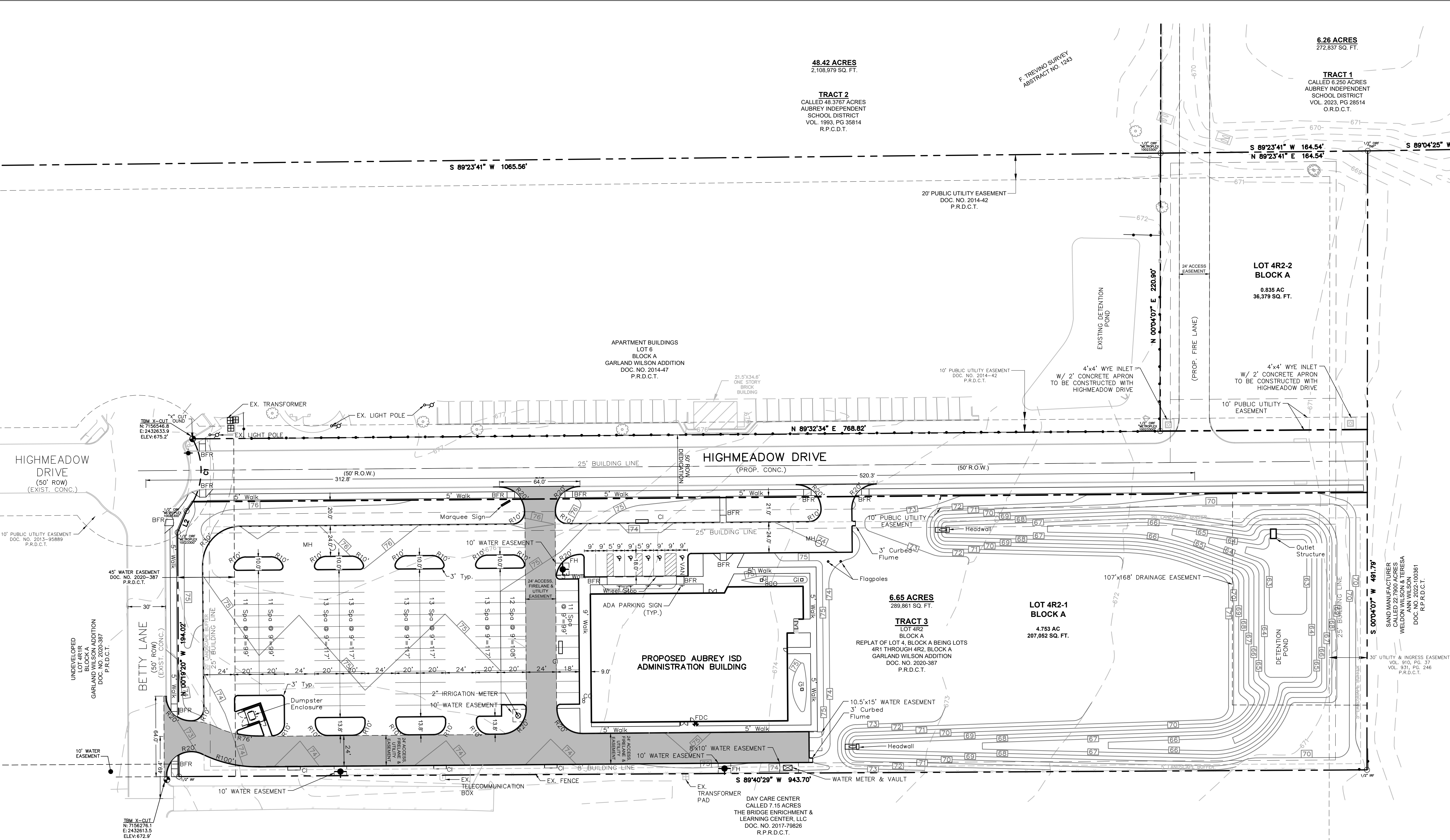
My Commission Expires: _____

FINAL PLAT
**GARLAND WILSON
ADDITION**

LOTS 4R2-1 & 4R2-2, BLOCK A
1.066 ACRES RIGHT-OF-WAY DEDICATION

BEING A REPLAT OF
LOTS 4R1 THROUGH 4R2, BLOCK A
GARLAND WILSON ADDITION
RECORDED IN DOCUMENT NUMBER 2020-387,
P.R.D.C.T. OUT OF THE
FRANCISCO TREVINO SURVEY,
ABSTRACT NUMBER 1243
CITY OF AUBREY, DENTON COUNTY, TEXAS

PLAT PREPARED 02/12/2026



LEGEND	
	PROPOSED CONCRETE (FIRE LANE)
GI	GRATE INLET
CI	CURB INLET
FH	FIRE HYDRANT
BFR	BARRIER FREE RAMP
CO	CLEANOUT
MH	MANHOLE
	SIGN
- - - 672 - - -	EXISTING CONTOUR
	PROPOSED CONTOURS

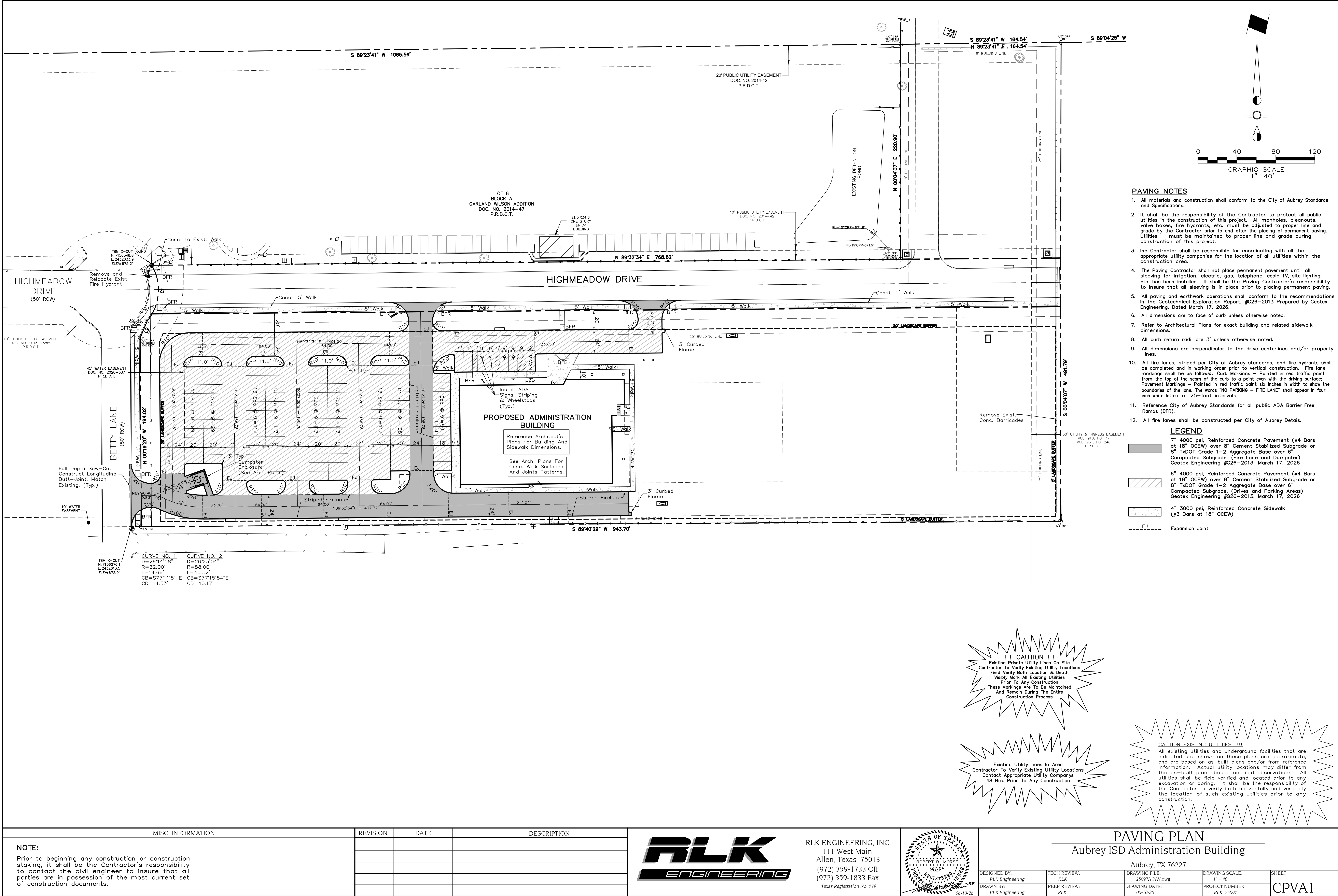
SITE SUMMARY CHART	
ZONING	SHOPPING CENTER (SC)
PROPOSED USE	PUBLIC/INSTITUTIONAL
LOT SIZE NET	207,052 SF = 4.753 AC
LOT SIZE GROSS	207,052 SF = 4.753 AC
BUILDING SQUARE FOOTAGE	31,486 SF
NUMBER OF FLOORS	2
FIRST FLOOR SQUARE FOOTAGE	16,076 SF
SECOND FLOOR SQUARE FOOTAGE	15,390 SF
LOT COVERAGE	7.8% (16,076/207,052)
FLOOR AREA RATIO	0.152
BUILDING HEIGHT (MAX.)	38'-0"
PARKING REQUIRED (1 per 300 SF floor area)	105 spaces
PARKING PROVIDED	REG = 112 HC = 5 TOTAL = 117 spaces
ADA PARKING REQUIRED	5 spaces
ADA PARKING PROVIDED	5 spaces

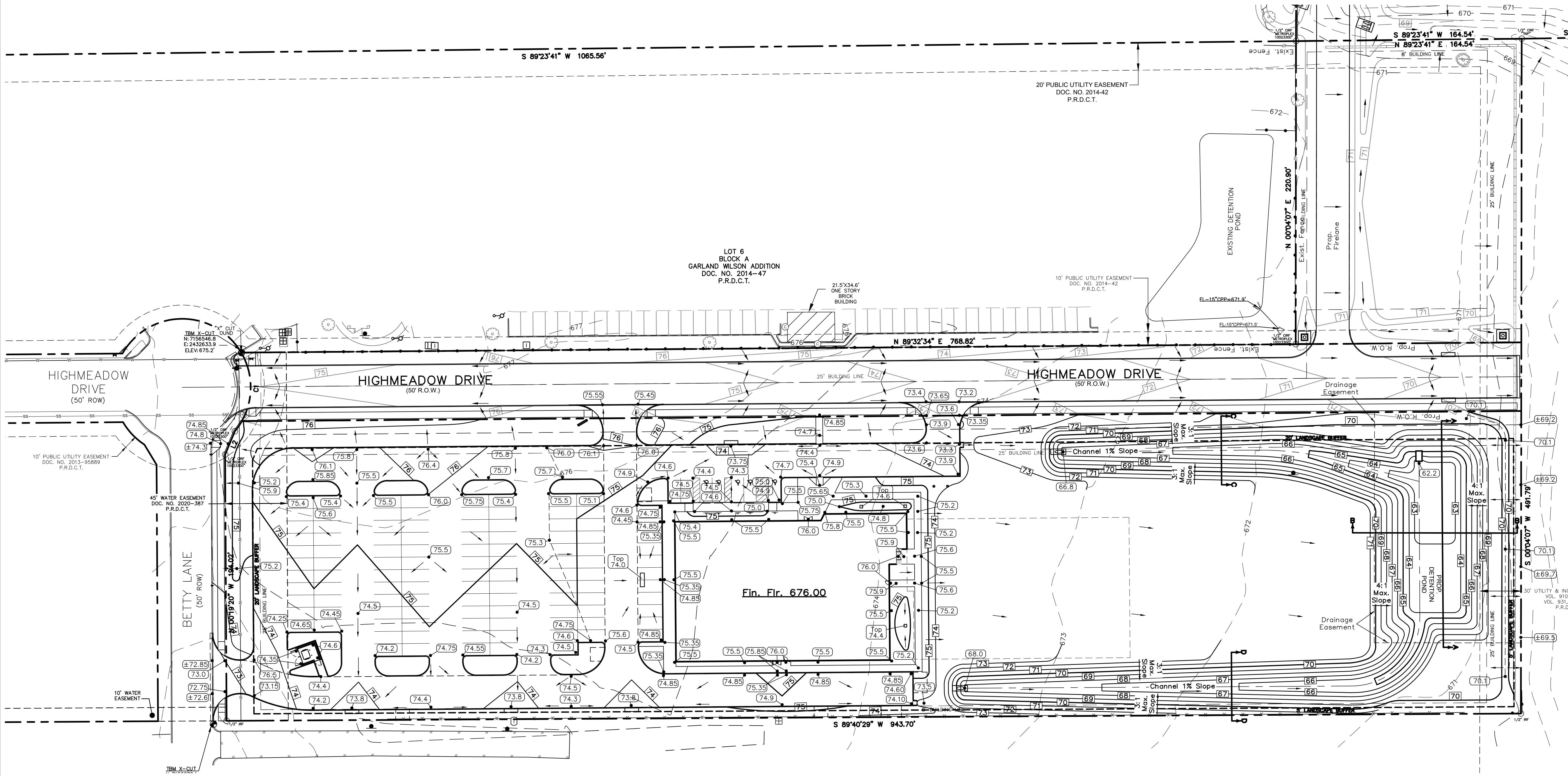
- SITE NOTES**
- The sanitation container screening walls shall be brick masonry, stone masonry, or other architectural masonry finish, including a metal gate primed and painted, and the sanitation container screening walls, gate, and pad site shall be constructed in accordance with the city design specifications.
 - Mechanical and heating and air-conditioning equipment in nonresidential uses shall be screened from view from the public right-of-way and from adjacent residential properties.
 - The lighting for the subject property will be constructed and operated in conformance with the City of Aubrey Zoning Ordinance.

SITE PLAN
AUBREY ADMINISTRATIVE BUILDING
1.066 ACRES RIGHT-OF-WAY DEDICATION
BEING 6.654 ACRES OF LAND OUT OF
THE JAMES CP MELTON SURVEY,
ABSTRACT NUMBER 802
DENTON COUNTY, TEXAS

Prepared For:
Aubrey Independent School District
415 Tisdell Lane
Aubrey, Texas 76227
Ph: 940.668.0060

Engineer:
RLK Engineering, Inc.
111 West Main
Allen, Texas 75013
Texas Registration #579
Ph: 972.359.1733
Fax: 972.359.1833
Date: 06-10-26



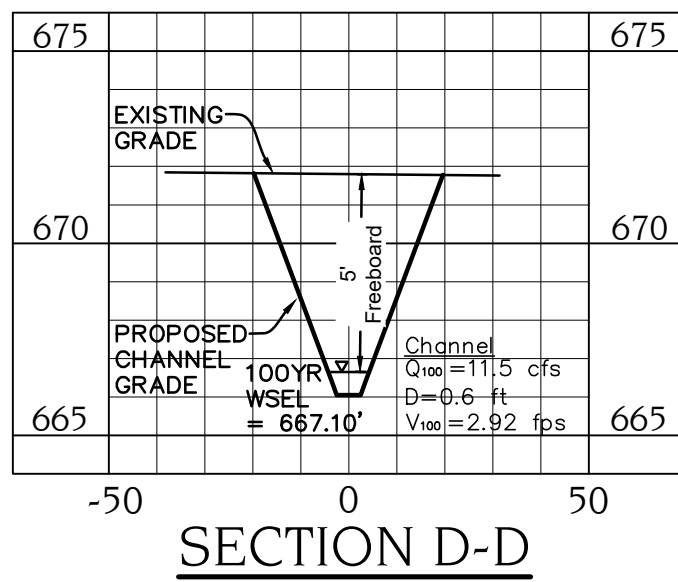
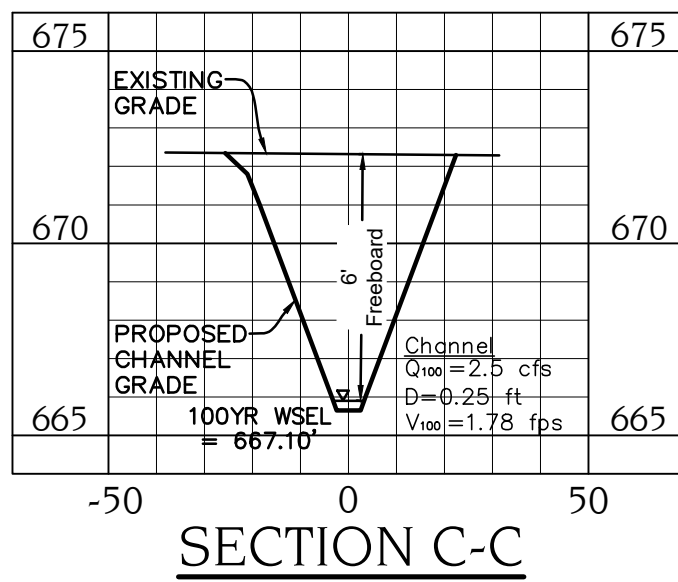
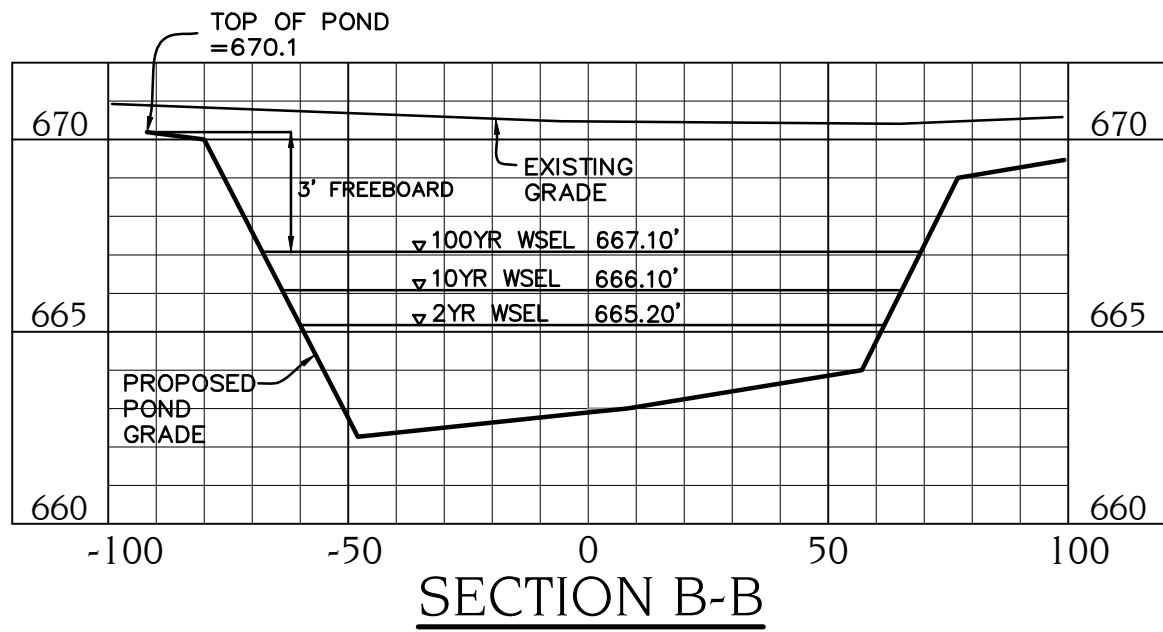
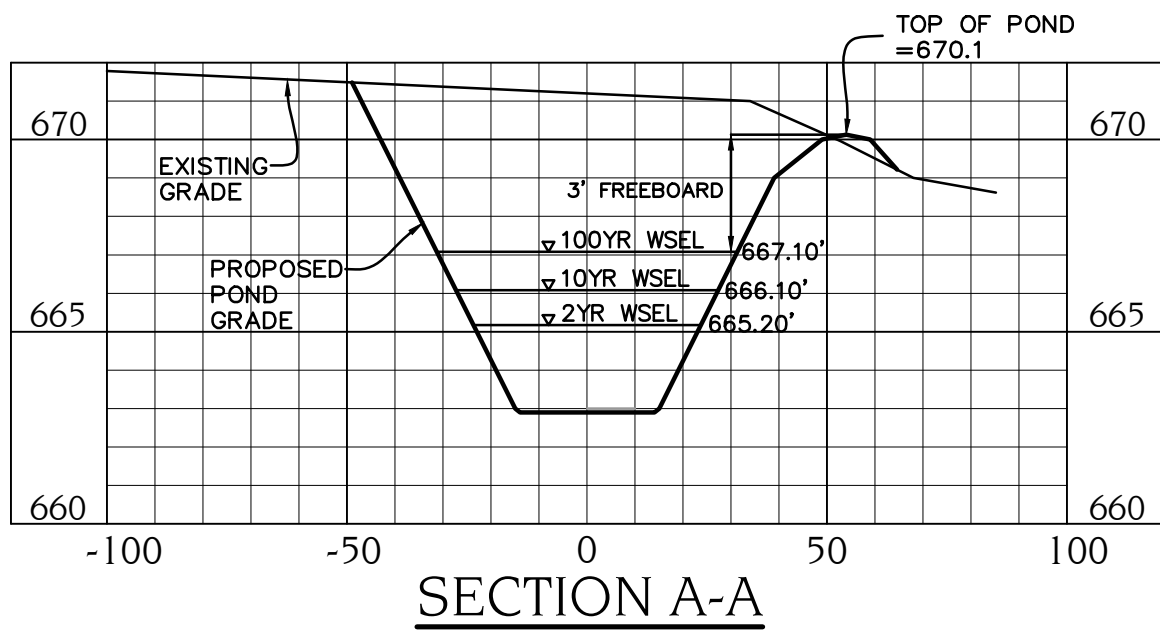


GRADING NOTES

1. All materials and construction shall conform to the City Standards and Specifications, and North Central Texas Council of Governments Standard Specifications for Public Works Construction, Latest Edition.
2. Prior to starting construction, the Contractor shall make certain that all required permits and approvals have been obtained. No construction or fabrication shall begin until the Contractor has received and thoroughly reviewed all plans and other documents approved by all of the permitting authorities.
3. In the event an item is not covered in the City's specs., the City Engineer's decision shall apply.
4. Contractor shall meet O.S.H.A requirements for trench safety.
5. Barricading, traffic control, and project signs shall conform To Texas Department of Transportation.
6. The Contractor shall verify the suitability of all existing and proposed site conditions, including grades and dimensions before commencement of any construction. In the event of any conflict, and prior to commencement of any construction, immediately notify Engineer. Minor adjustments of finish grade to accomplish spot drainage are acceptable if necessary, upon prior approval of Engineer. All paving installed shall "flush out" at any juncture with existing paving. All islands shall be crowned to allow positive drainage over top of curb.
7. The locations of underground utilities shown on this plan are based on field surveys and local utility company records. It shall be the Contractor's full responsibility to contact the various utility companies to locate their utilities prior to starting construction. Any damage to existing utilities is to be repaired at Contractor's expense.
8. Proposed spot elevations are finished grade elevations.
9. All subgrade preparation shall be as directed in accordance with the Geotechnical Report, G26-2013, Prepared by Geotex Engineering, Dated March 17, 2026.
10. All proposed grades in landscaped areas are finished grade elevations. Contractor to allow for seeding or sodding of these areas.
11. Any damage to adjoining property during construction shall be repaired to pre construction conditions or better at the expense of the Contractor.
12. Erosion control shall be in place prior to the disturbance of any existing surface.
13. All sidewalk slopes including crosswalks, shall not exceed the following ADA requirements
1:20 longitudinal (along the walk)
1:50 per foot transverse (across the walk)
14. All accessible parking space slopes including walks aisles, shall not exceed 2:0% or 1:50 in any direction.
15. It shall be the Contractor's responsibility to remove excess earthwork material from the site at no additional cost to the owner.
16. If additional earthwork material is required to achieve the grades indicated, it shall be imported by the Contractor at no additional cost to the owner.
17. Maximum slope shall not exceed 4:1.

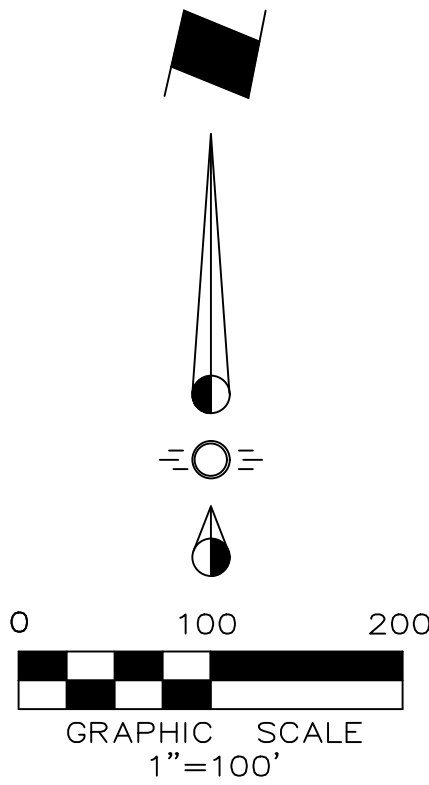
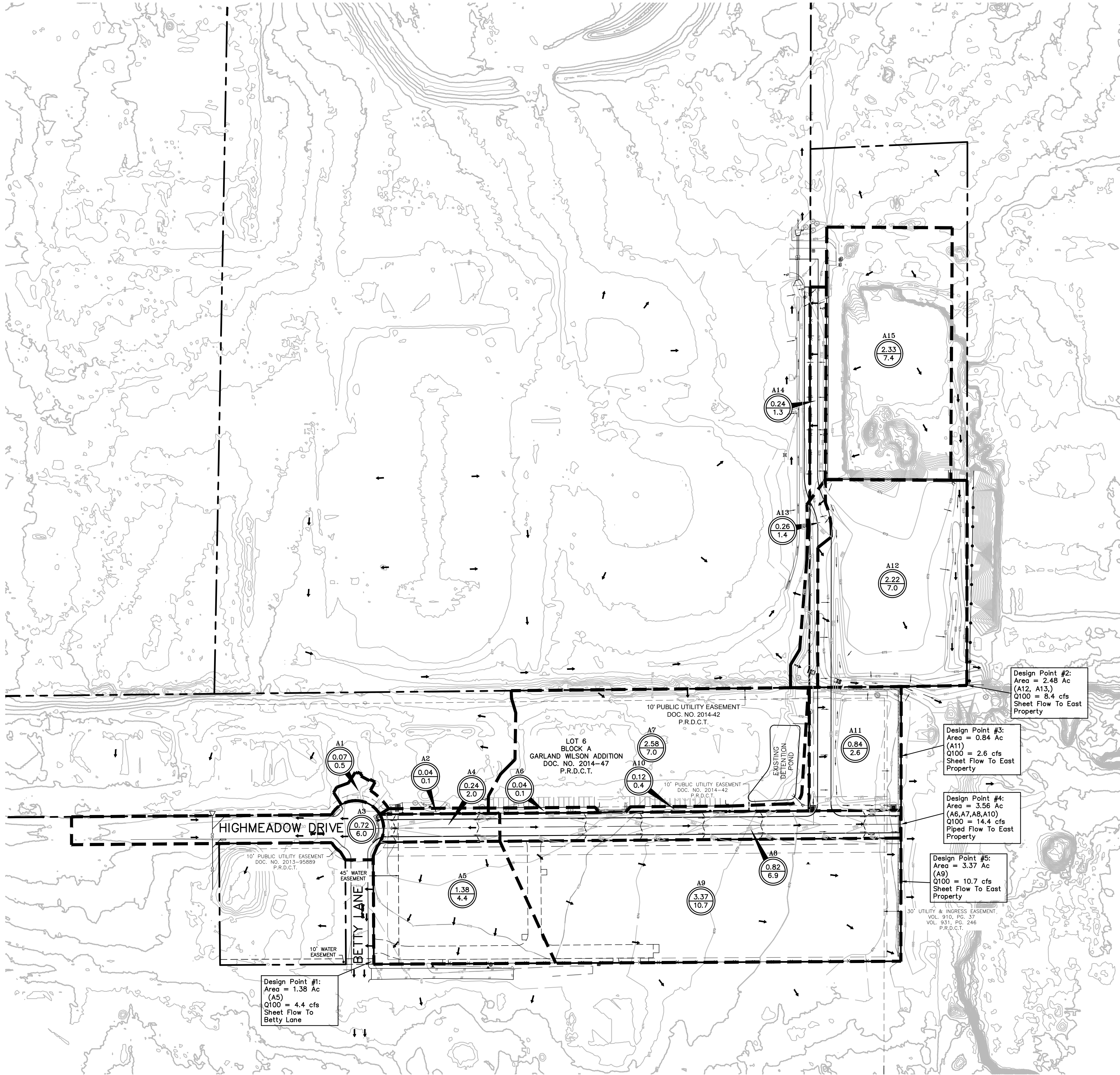
LEGEND

- Proposed Spot Elevation
- Existing Spot Elevation
- Proposed Contour
- Existing Contour
- Direction of Flow



CAUTION EXISTING UTILITIES LUH
All existing utilities and underground facilities that are indicated and shown on these plans are approximate, and are based on as-built plans and/or from reference information. Actual utility locations may differ from the as-built plans based on field observations. All utilities shall be field verified and located prior to any excavation or boring. It shall be the responsibility of the Contractor to verify both horizontally and vertically the location of such existing utilities prior to any construction.

MISC. INFORMATION		REVISION	DATE	DESCRIPTION		RLK ENGINEERING, INC. 111 West Main Allen, Texas 75013 (972) 359-1733 Off (972) 359-1833 Fax Texas Registration No. 579		GRADING PLAN				
NOTE: Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.								Aubrey ISD Administration Building				
								Aubrey, TX 76227				
								DESIGNED BY: RLK Engineering	TECH REVIEW: RLK	DRAWING FILE: 25097A GRAD.dwg	DRAWING SCALE: 1" = 40'	SHEET: CGRA1
								DRAWN BY: RLK Engineering	PEER REVIEW: RLK	DRAWING DATE: 06-10-26	PROJECT NUMBER: RLK- 25097	



DRAINAGE AREA TABLE							
DRAINAGE AREA NO.	AREA (ac)	ANTECEDENT FACTOR	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I" *100 (in/hr)	TOTAL FLOW Q100 (cfs)	COLLECTION POINT
A1	0.07	1.00	0.80	10	9.24	0.5	SHEET FLOW TO HIGHMEADOW DR
A2	0.04	1.00	0.40	15	7.91	0.1	SHEET FLOW ONSITE SOUTH
A3	0.72	1.00	0.90	10	9.24	6.0	FLOWS TO INLET ON HIGHMEADOW DR
A4	0.24	1.00	0.90	10	9.24	2.0	FLOWS WEST TO A3
A5	1.38	1.00	0.40	15	7.91	4.4	SHEET FLOW OFFSITE SOUTHWEST
A6	0.04	1.00	0.40	15	7.91	0.1	SHEET FLOW TO A8
A7	2.58	1.00	0.30	10	9.24	7.0	EXISTING DETENTION POND RELEASE
A8	0.82	1.00	0.90	10	9.24	6.9	FLOW EAST TO INLET
A9	3.37	1.00	0.40	15	7.91	10.7	SHEET FLOW OFFSITE EAST
A10	0.12	1.00	0.40	15	7.91	0.4	SHEET FLOW TO A11
A11	0.84	1.00	0.40	15	7.91	2.6	FLOW TO WYE INLET
A12	2.22	1.00	0.40	15	7.91	7.0	FLOWS TO SOUTHEAST
A13	0.26	1.00	0.70	15	7.91	1.4	FLOWS TO CULVERT
A14	0.24	1.00	0.70	15	7.91	1.3	FLOWS TO FLUME EAST
A15	2.33	1.00	0.40	15	7.91	7.4	FLOWS TO SOUTH

PRE-DEVELOPMENT DRAINAGE CRITERIA

Drainage Calculation Methodology: Rational Method
 $Q = C I A$
 $C = \text{VARIES}$
 $Cf = 1.00$
 $I_{100} = \text{VARIES (Per NOAA 14)}$
 $tc = \text{VARIES}$

Area in Acres
 Q_{100} in cfs

PRE-DEVELOPMENT LEGEND

---746--- Existing Contour
--- Existing Drainage Divide
→ Flow Arrow

CAUTION EXISTING UTILITIES !!!

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MISC. INFORMATION

NOTE:

Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.

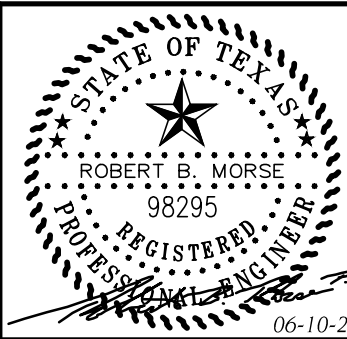
REVISION

DATE

DESCRIPTION



RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579



PRE-DEVELOPED DRAINAGE AREA MAP
Aubrey ISD Administration Building

Aubrey, TX 76227

DESIGNED BY:
RLK Engineering

TECH REVIEW:
RLK

DRAWING FILE:
25097A EDAM.dwg

DRAWING SCALE:
1" = 100'

SHEET:

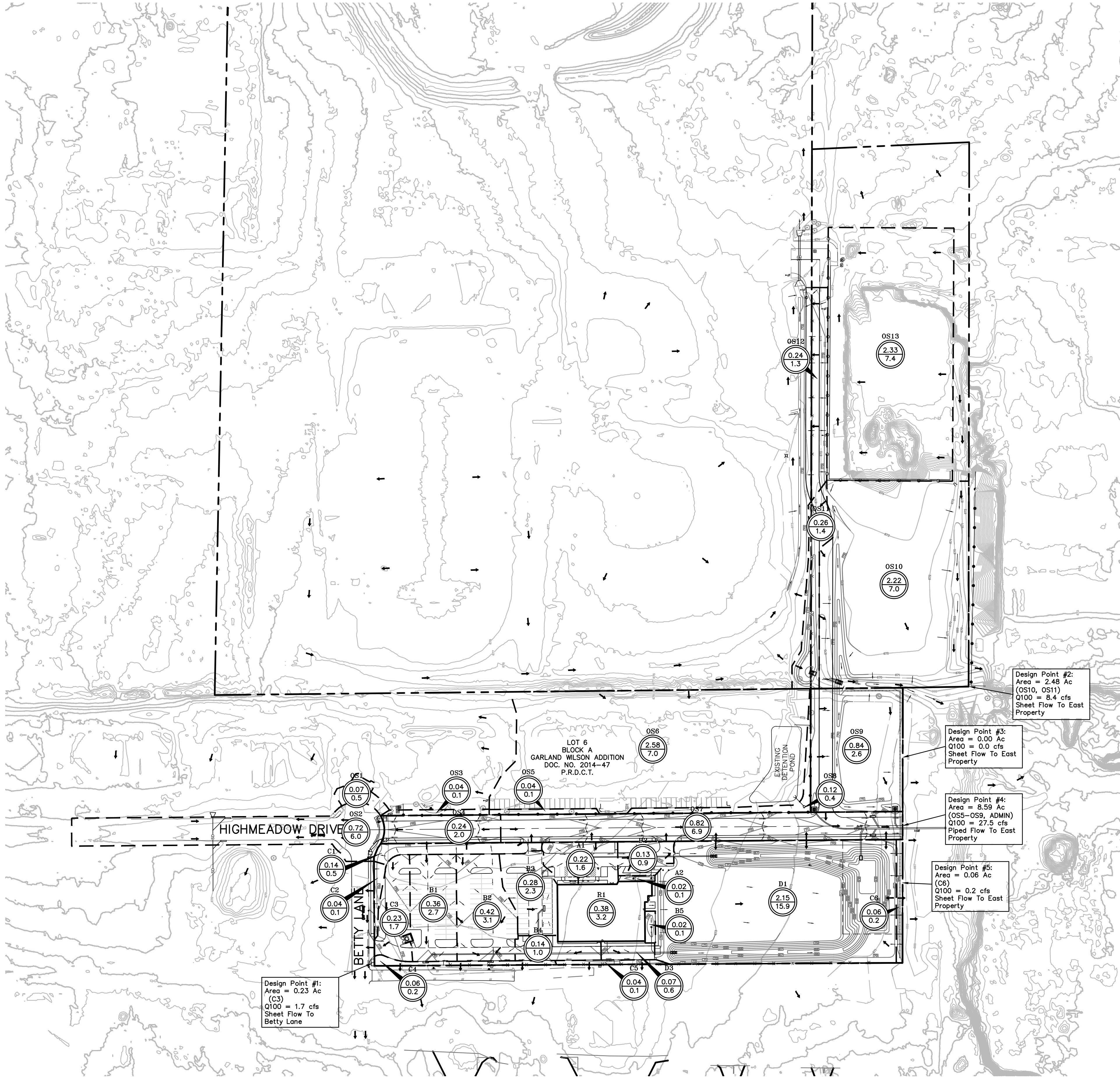
DRAWN BY:
RLK Engineering

PEER REVIEW:
RLK

DRAWING DATE:
06-10-26

PROJECT NUMBER:
RLK-25097

CDRA1



DRAINAGE AREA TABLE							
DRAINAGE AREA NO.	AREA (ac)	ANTECEDENT FACTOR	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I"100 (in/hr)	TOTAL FLOW Q100 (cfs)	COLLECTION POINT
A1	0.22	1.00	0.80	10	9.24	1.6	LINE A
A2	0.02	1.00	0.40	10	9.24	0.1	LINE A
B1	0.36	1.00	0.80	10	9.24	2.7	LINE B
B2	0.42	1.00	0.80	10	9.24	3.1	LINE B
B3	0.28	1.00	0.90	10	9.24	2.3	LINE B
B4	0.14	1.00	0.80	10	9.24	1.0	LINE B
B5	0.02	1.00	0.40	10	9.24	0.1	LINE B
C1	0.14	1.00	0.40	10	9.24	0.5	FLOWS TO HIGHMEADOW DR
C2	0.04	1.00	0.40	10	9.24	0.1	FLOWS TO BETTY LANE
C3	0.23	1.00	0.80	10	9.24	1.7	FLOWS TO BETTY LANE
C4	0.06	1.00	0.40	10	9.24	0.2	FLOWS TO BETTY LANE
C5	0.04	1.00	0.40	10	9.24	0.1	FLOWS OFFSITE SOUTH
C6	0.06	1.00	0.40	10	9.24	0.2	FLOWS OFFSITE EAST
D1	2.15	1.00	0.80	10	9.24	15.9	DETENTION POND
D2	0.13	1.00	0.80	10	9.24	0.9	FLOWS TO D1
D3	0.07	1.00	0.90	10	9.24	0.6	FLOWS TO D1
OS1	0.07	1.00	0.80	10	9.24	0.5	FLOWS TO HIGHMEADOW DR
OS2	0.72	1.00	0.90	10	9.24	6.0	HIGHMEADOW DR STREET DRAINAGE
OS3	0.04	1.00	0.40	15	7.91	0.1	FLOWS TO OS4
OS4	0.24	1.00	0.90	10	9.24	2.0	FLOWS TO HIGHMEADOW DR
OS5	0.04	1.00	0.40	15	7.91	0.1	FLOWS TO OS7
OS6	2.58	1.00	0.30	10	9.24	7.0	EXISTING DETENTION POND
OS7	0.82	1.00	0.90	10	9.24	6.9	FLOWS TO CURB INLETS
OS8	0.12	1.00	0.40	15	7.91	0.4	FLOWS TO WYE INLET
OS9	0.84	1.00	0.40	15	7.91	2.6	FLOWS TO WYE INLET
OS10	2.22	1.00	0.40	15	7.91	7.0	FLOWS OFFSITE EAST
OS11	0.26	1.00	0.70	15	7.91	1.4	FLOWS TO OS10
OS12	0.24	1.00	0.70	15	7.91	1.3	FLOWS WEST TO CHANNEL
OS13	2.33	1.00	0.40	15	7.91	7.4	FLOWS TO OS10
R1	0.38	1.00	0.90	10	9.24	3.2	LINE B

Design Point Discharge Comparison					
Design Point	Pre-Dev Area (Ac)	Post-Dev Area (Ac)	Qallw (cfs)	Q100 (cfs)	Pre-Dev Collection Point
#1	1.38	0.23	4.4	1.7	Betty Ln
#2	2.48	2.48	8.4	8.4	East Property
#3	0.84	0.0	2.6	0.0	East Property
#4	3.56	8.59	14.4	27.5	East Property
#5	3.37	0.06	10.7	0.2	East Property

POST-DEVELOPMENT DRAINAGE CRITERIA

Drainage Calculation Methodology: Rational Method
 $Q = C I A$
C = VARIES
Cf = 1.00
 I_{100} = VARIES (Per NOAA 14)
 t_c = VARIES

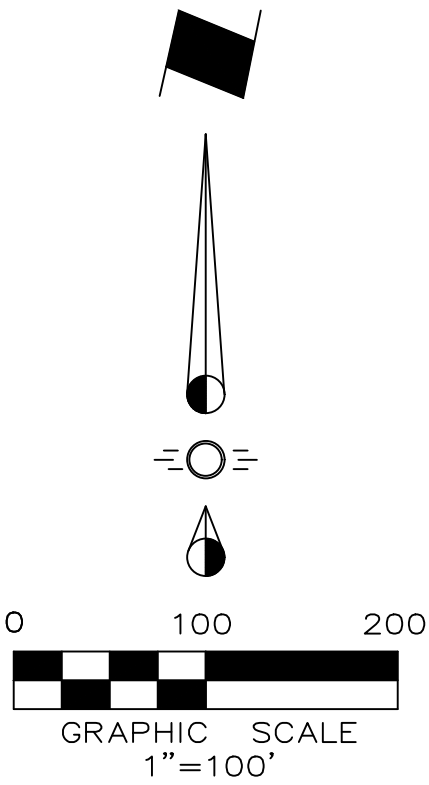
XX Area in Acres
XX Q₁₀₀ in cfs

POST-DEVELOPMENT LEGEND

---746--- Existing Contour
746 Proposed Contour
--- Proposed Drainage Divide
→ Flow Arrow

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MISC. INFORMATION

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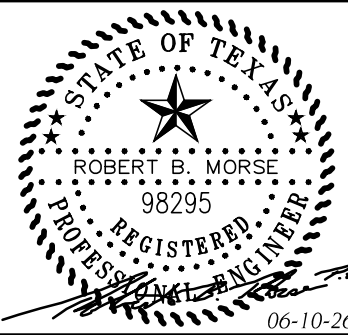
REVISION

DATE

DESCRIPTION



RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579



POST-DEVELOPED DRAINAGE AREA MAP
Aubrey ISD Administration Building

Aubrey, TX 76227

DESIGNED BY:
RLK Engineering

TECH REVIEW:
RLK

DRAWING FILE:
25097A PDAM.dwg

DRAWING SCALE:
1" = 100'

SHEET:

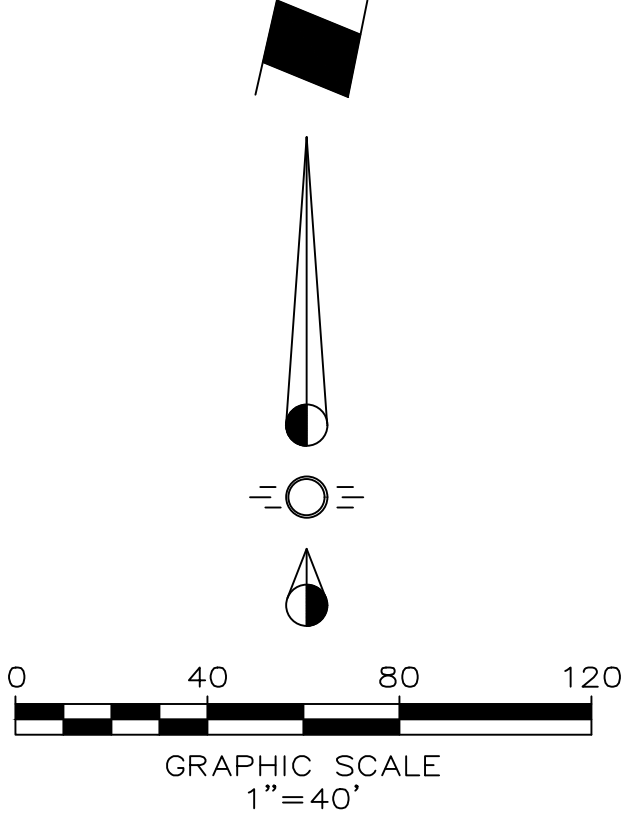
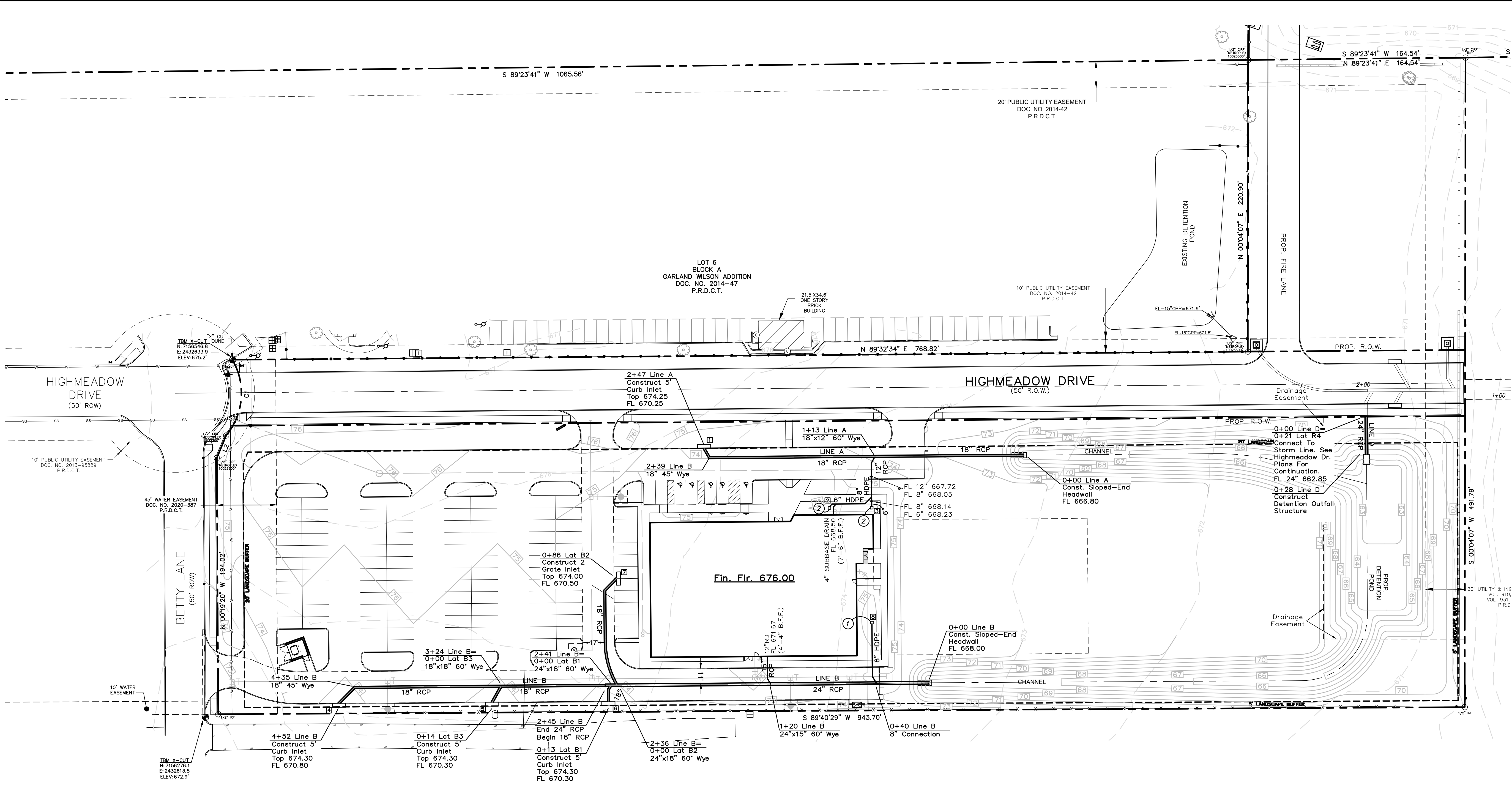
DRAWN BY:
RLK Engineering

PEER REVIEW:
RLK

DRAWING DATE:
06-10-26

PROJECT NUMBER:
RLK-25097

CDRA2



DRAINAGE NOTES

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NOTES BY SYMBOL "O"

- ① Const. No. 24 Catch Basin Top 674.40 FL 672.40 ② Const. No. 12 Catch Basin Top 674.60 FL 673.60
- # Inlet Number

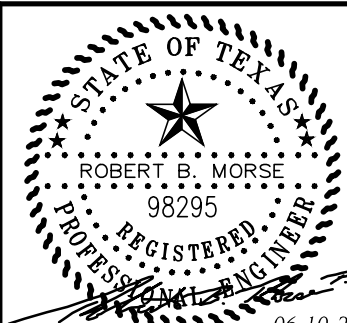
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MISC. INFORMATION	REVISION	DATE	DESCRIPTION
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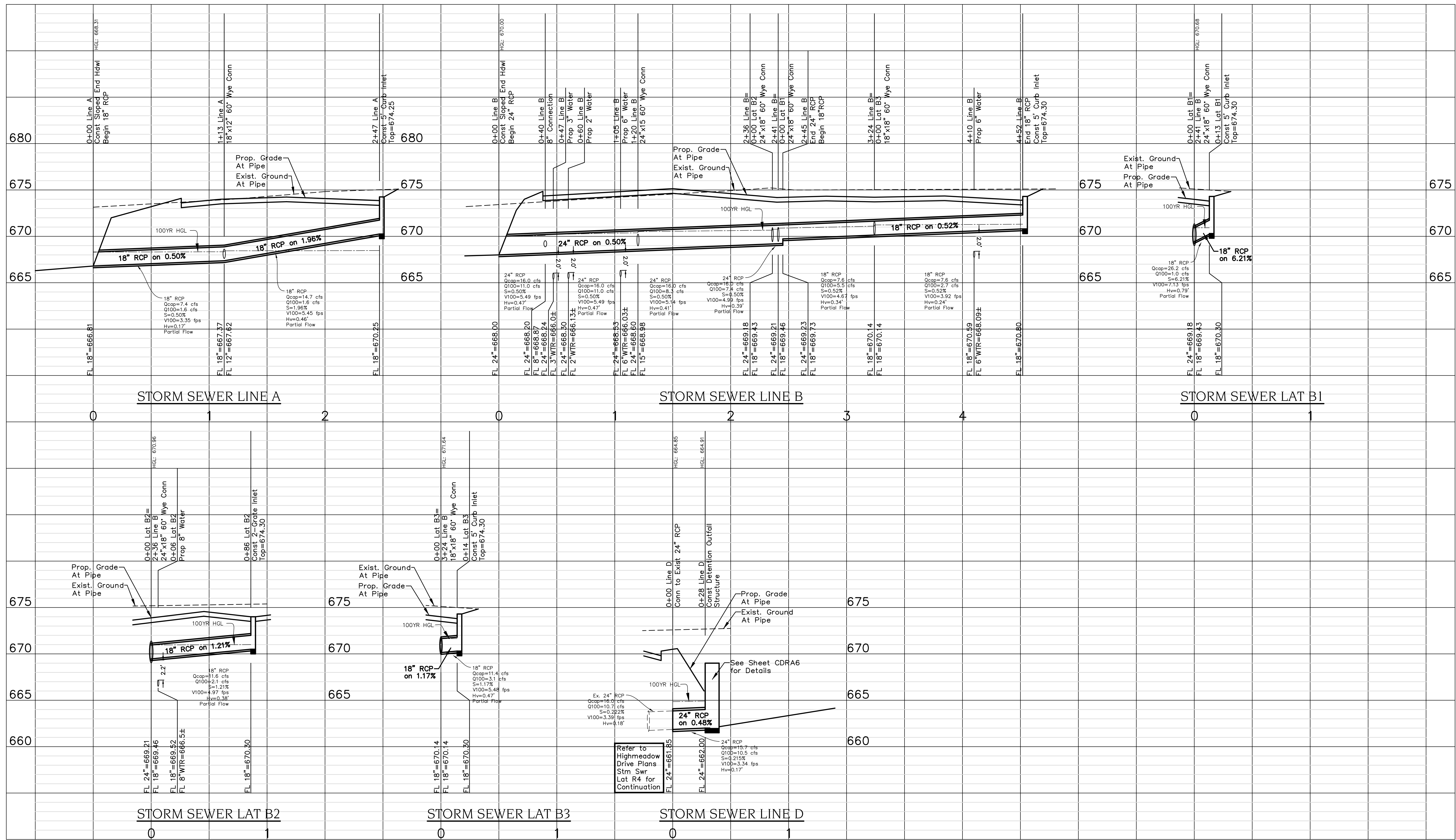


RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579



DRAINAGE PLAN
Aubrey ISD Administration Building
Aubrey, TX 76227

DESIGNED BY: RLK Engineering	TECH REVIEW: RLK	DRAWING FILE: 25097A DRNG.dwg	DRAWING SCALE: 1" = 40'	SHEET: CDRA3
DRAWN BY: RLK Engineering	PEER REVIEW: RLK	DRAWING DATE: 06-10-26	PROJECT NUMBER: RLK-25097	



NOTE:

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MISC. INFORMATION

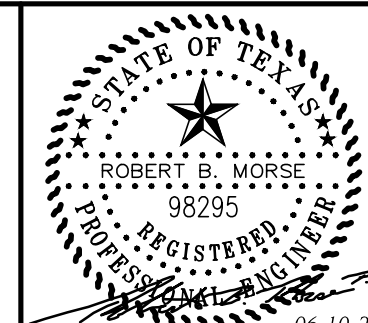
REVISION

DATE

DESCRIPTION



RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579



DRAINAGE PROFILES

Aubrey ISD Administration Building

Aubrey, TX 76227

DESIGNED BY:
RLK Engineering

TECH REVIEW:
RLK

DRAWING FILE:
25097A DRNG PROFILES.dwg

DRAWING DATE:
06-10-26

SHEET:

CDRA4

Hydraulic Calculations For Storm Lines																																						
From	To	Pipe Length	Drainage Area			Runoff 'C'	Cf	Incr. CA	Total CA	Time of Concentration			100-Year Intensity "I"	100-Year Runoff "Q"	Inlet Carry Over	Inlet Carry Over "q"	Q Pipe	Pipe Size Diameter	n	Sf	HGL		Head Loss Calculations							Design HGL	Invert Elevation		Soffit Elevation		Full Flow or Partial Flow	T/C or Ground Elev.	Comments	
			Incremental		Total Area					Inlet Time	Travel Time	Total									D/S	U/S	V1 (in)	V2 (out)	V1^2/2g	V2^2/2g	Kj	KjV1^2/2g	Hk		From	To	From	To				
			No.	Area acres																																		acres
sta	sta	ft								min	min	min	in/hr	cfs	cfs	cfs	in		%	ft	ft	ft/s	ft/s	ft	ft		ft	ft	ft	ft	ft	ft	ft	ft				
1	2	3	4	5	6	7		8	9	10	11	12	13	14	15	16	17	18	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	
Line A																																						
113	247	134	A1	0.22	0.22	0.80	1.00	0.18	0.18	10.00	0.00	10.00	9.24	1.6	0	0	1.6	18	0.013	0.024%	668.44	668.47	0.00	0.92	0.00	0.01	0.60	0.00	0.10	668.57	667.37	670.40	668.87	671.90	Partial	674.50	Curb Inlet	
0	113	113	A2	0.02	0.24	0.80	1.00	0.02	0.19	10.00	2.43	12.43	8.53	1.6	0	0	1.6	18	0.013	0.024%	668.31	668.34	0.92	0.93	0.01	0.01	0.60	0.01	0.10	668.44	666.81	667.37	668.31	668.87	Partial	674.00	Wye Connection	
Line B																																						
324	452	128	B1	0.36	0.36	0.80	1.00	0.29	0.29	10.00	0.00	10.00	9.24	2.7	0	0	2.7	18	0.013	0.064%	671.25	671.33	0.00	1.51	0.00	0.04	0.60	0.00	0.10	671.43	670.14	670.80	671.64	672.30	Partial	673.50	Curb Inlet	
245	324	79	Lat B3	0.42	0.78	-	-	0.34	0.62	10.00	1.42	11.42	8.81	5.5	0	0	5.5	18	0.013	0.274%	670.91	671.12	1.51	3.11	0.04	0.15	0.60	0.02	0.13	671.25	669.21	670.14	670.71	671.64	Partial	674.00	Wye Connection	
236	245	9	Lat B2	0.28	1.06	-	-	0.25	0.88	11.42	0.42	11.84	8.69	7.6	0	0	7.6	24	0.013	0.113%	670.80	670.81	3.11	2.42	0.15	0.09	0.60	0.09	0.10	670.91	669.18	669.21	671.18	671.21	Partial	674.00	Wye Connection	
120	236	116	Lat B1	0.14	1.20	-	-	0.11	0.99	11.84	0.06	11.90	8.68	8.6	0	0	8.6	24	0.013	0.144%	670.53	670.70	2.42	2.73	0.09	0.12	0.60	0.05	0.10	670.80	668.60	669.18	670.60	671.18	Partial	674.00	Wye Connection	
40	120	80	R1	0.38	1.58	0.90	1.00	0.34	1.33	11.90	0.71	12.61	8.49	11.3	0	0	11.3	24	0.013	0.249%	670.20	670.40	2.73	3.59	0.12	0.20	0.60	0.07	0.13	670.53	668.20	668.60	670.20	670.60	Partial	674.00	Wye Connection	
0	40	40	B5	0.02	1.60	0.80	1.00	0.02	1.35	12.61	0.37	12.98	8.39	11.3	0	0	11.3	24	0.013	0.249%	670.00	670.10	3.59	3.60	0.20	0.20	0.60	0.12	0.10	670.20	668.00	668.20	670.00	670.20	Partial	674.00	Grate Inlet	
Lat B1																																						
0	13	13	B4	0.14	0.14	0.80	1.00	0.11	0.11	15.00	0.00	10.00	9.24	1.0	0	0	1.0	18	0.013	0.010%	670.68	670.68	0.00	0.59	0.00	0.01	0.60	0.00	0.10	670.78	669.43	670.30	670.93	671.80	Partial	673.50	Curb Inlet	
Lat B2																																						
0	86	86	B3	0.28	0.28	0.90	1.00	0.25	0.25	15.00	0.00	10.00	9.24	2.3	0	0	2.3	18	0.013	0.049%	670.96	671.00	0.00	1.32	0.00	0.03	0.60	0.00	0.10	671.10	669.46	670.30	670.96	671.80	Partial	673.50	Grate Inlet	
Lat B3																																						
0	14	14	B2	0.42	0.42	0.80	1.00	0.34	0.34	15.00	0.00	10.00	9.24	3.1	0	0	3.1	18	0.013	0.087%	671.64	671.65	0.00	1.76	0.00	0.05	0.60	0.00	0.10	671.75	670.14	670.30	671.64	671.80	Partial	673.50	Grate Inlet	
Line D																																						
0	28	28	Detention Pond Outfall	3.37	3.37	0.34	1.00	1.14	1.14	10.00	0.00	10.00	9.24	10.5	0	0	10.5	24	0.013	0.215%	664.85	664.91	0.00	3.34	0.00	0.17	0.60	0.00	0.17	665.08	661.85	662.00	663.85	664.00	Full	665.20	Detention Outfall	

CITY OF AUBREY, TEXAS - INLET DESIGN CALCULATION SPREADSHEET

Project: Aubrey Administartion Building Road Extension

All Inlets Curb Assumed 10% Blocked For Capacity
100-Year Frequency Flows
Pavement "n" = 0.0175

Runoff Caclulations															Gutter Capacity Calculations					Curb Inlet Calculations										Drop inlet Calculations		
Inlet Number	Area No.	Approx. Centerline Station	Paved Area (Ac.) 0.90	SFR-0.5 Area (Ac) 0.55	Open Area (Ac.) 0.40	Effective Runoff Coeff. "C"	Incrementa l "CA"	Accumula ted "CA"	Time Upstream Sta. (Min.)	Design Storm Freq. (Yrs.)	Intensity (I) (In/Hr.)	Flow "Q" (c.f.s.)	Carry Over (c.f.s.)	Total Flow "Qa" (c.f.s.)	Z 2% xSlope (1/xslope)	Z"/"n"	Gutter Slope "S" (ft/ft)	Y (ft)	Ponded Width Y*Z (ft)	a (ft)	qL (c.f.s.)	Minimum Length Required Lr (ft)	Length Supplied La (ft)	La/Lr	a/Y	Q/Qa	Q= Qa*(Q/Qa)	Carryover (c.f.s.)	Head at Throat	Inlet Opening Length (ft)	Carryover (c.f.s.)	
1	A1		0.22	0	0	0.8	0.176	0.176	10	100	9.24	1.6	0	1.6	-	-	-	-	-	-	0.7	1.1	5	4.61	-	1.0	1.6	0	-	-	-	
2	A2		0	0	0.02	0.4	0.008	0.008	10	100	9.24	0.1	0	0.1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.5	8	0	
3	A2		0	0	0.02	0.4	0.008	0.008	10	100	9.24	0.1	0	0.1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.5	8	0	
4	B1		0.36	0	0	0.8	0.288	0.288	10	100	9.24	2.7	0	2.7	-	-	-	-	-	-	0.7	1.8	5	2.82	-	1.0	2.7	0	-	-	-	
5	B2		0.42	0	0	0.8	0.336	0.336	10	100	9.24	3.1	0	3.1	-	-	-	-	-	-	0.7	2.1	5	2.41	-	1.0	3.1	0	-	-	-	
6	B4		0.14	0	0	0.8	0.112	0.112	10	100	9.24	1.0	0	1.0	-	-	-	-	-	-	0.7	0.7	5	7.24	-	1.0	1.0	0	-	-	-	
7	B3		0.28	0	0	0.8	0.224	0.224	10	100	9.24	2.1	0	2.1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.5	26	0	
8	B5		0	0	0.02	0.4	0.008	0.008	10	100	9.24	0.1	0	0.1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.5	8	0	

MISC. INFORMATION

NOTE:

Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.

REVISION

DATE

DESCRIPTION



RLK ENGINEERING, INC.

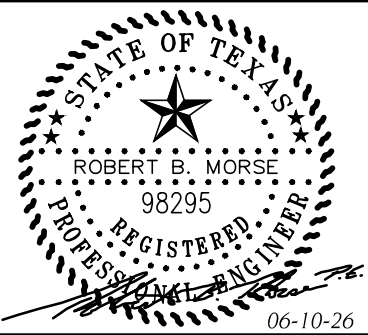
111 West Main

Allen, Texas 75013

(972) 359-1733 Off

(972) 359-1833 Fax

Texas Registration No. 579



DRAINAGE CALCULATIONS

Aubrey ISD Administration Building

Aubrey, TX 76227

DESIGNED BY:
RLK Engineering

TECH REVIEW:
RLK

DRAWN BY:
RLK Engineering

PEER REVIEW:
RLK

DRAWING FILE:
25097A DRNG PROFILES.dwg

DRAWING DATE:
06-10-26

DRAWING SCALE:
1" = 40'

PROJECT NUMBER:
RLK- 25097

SHEET:
CDRA5

Jun 10, 2026 - 10:14am User: chase

Page 850 of 1066

DETENTION POND CALCULATION SUMMARY – 100 YEAR

ALLOWABLE RELEASE TO DOWNSTREAM

A = 3.37 Ac (A9 From Pre–Dev DAM)
C = 0.40
Tc = 15 min
I₁₀₀ = 7.91 in/hr
Q₁₀₀ = 10.7 cfs

UNDETAINED TO DOWNSTREAM

A = 0.06 Ac (C6 From Pre–Dev DAM)
C = 0.40
Tc = 10 min
I₁₀₀ = 9.24 in/hr
Q₁₀₀ = 0.20 cfs

ALLOWABLE RELEASE FROM POND

ALLOWABLE RELEASE TO DOWNSTREAM –
UNDETAINED RELEASE TO DOWNSTREAM =
10.7 CFS – 0.2 CFS = 10.5 CFS

TOTAL DETENTION VOLUME REQUIRED

V = 23,586 CF
100 YR WSEL = 667.10'

CIPOLETTI WEIR CALCULATION

For The 100 YR Event & Flowmaster,
The Crest Length Can Be Determined.
Q = 3.367bH^{3/2}
Weir TW = 664.06 (Centroid)
Weir HW = 667.10 (100Yr WSEL)
Crest Elev. = 662.20
Q = 10.5 cfs
Solve for b
Crest Length = b = 0.319' = 3.8"

TOTAL DETENTION VOLUME PROVIDED

V = 23,586 CF @ 667.10'
23,586 CF = 23,586 CF
Vol Provided = Vol Required

MODIFIED RATIONAL METHOD DETENTION BASIN DESIGN

PROJECT: AUBREY ADMIN BLDG 100 YR

June 9, 2026

Runoff Coefficient C = 0.80 weighted (Total Developed Site)
Drainage Area - A = 4.19 acres (A1-A1,B1-B5, D1-D3, R1)
Time of Concentration - tc = 10 minutes
Maximum Outflow Rate - Q = 10.5 cfs (10.7-0.2)

Duration (minutes)	Intensity (inches/hr)	Depth (inches)	Inflow Discharge Q=CiA	Inflow Volume Cu. Ft.	Outflow Duration (minutes)	Outflow Volume Cu. Ft.	Storage Volume Cu. Ft.
5	11.23	0.94	37.6	11,291	15	4,708	6,583
10	9.24	1.54	31.0	18,580	20	6,278	12,302
15	7.91	1.98	26.5	23,869	25	7,847	16,022
20	6.96	2.32	23.3	27,986	30	9,416	18,570
30	5.66	2.83	19.0	34,173	40	12,555	21,618
40	4.82	3.21	16.2	38,765	50	15,694	23,071
50	4.22	3.52	14.1	42,419	60	18,833	23,586
60	3.77	3.77	12.6	45,457	70	21,972	23,486
70	3.41	3.98	11.4	48,064	80	25,110	22,953
80	3.13	4.17	10.5	50,350	90	28,249	22,101
90	2.89	4.34	9.7	52,390	100	31,388	21,002
120	2.38	4.76	8.0	57,473	130	40,804	16,669
180	1.79	5.38	6.0	64,929	190	59,637	5,292
360	1.09	6.52	3.6	78,730	370	116,136	(37,405)
			Required Storage Volume		23,586 cubic feet		
					0.54 acre-feet		

DETENTION POND CALCULATION SUMMARY – 10 YEAR

ALLOWABLE RELEASE TO DOWNSTREAM

A = 3.37 Ac (A9 From Pre–Dev DAM)
C = 0.40
Tc = 15 min
I₁₀ = 5.50 in/hr
Q₁₀ = 7.40 cfs

UNDETAINED TO DOWNSTREAM

A = 0.06 Ac (C6 From Pre–Dev DAM)
C = 0.40
Tc = 10 min
I₁₀ = 6.50 in/hr
Q₁₀ = 0.20 cfs

ALLOWABLE RELEASE FROM POND

ALLOWABLE RELEASE TO DOWNSTREAM –
UNDETAINED RELEASE TO DOWNSTREAM =
7.4 CFS – 0.2 CFS = 7.2 CFS

TOTAL DETENTION VOLUME REQUIRED

V = 15,345 CF
10 YR WSEL = 666.10'

WATER SURFACE CALCULATION

Using The Crest Length Determined For
The 100 YR Event, The 10YR Water
Surface Can Be Calculated.
Q₁₀ = 3.367bH^{3/2}
Weir TW = 663.14 (Depth In Pipe)
Crest Elev. = 662.20
Q₁₀ = 7.20 cfs
Solve for H
H = 3.68"
Weir HW = Crest + H = 665.88

TOTAL DETENTION VOLUME PROVIDED

V = 14,072 CF @ 665.88'
14,072 CF < 15,345 CF
Vol Provided < Vol Required
92% of Req. Volume is Provided.

MODIFIED RATIONAL METHOD DETENTION BASIN DESIGN

PROJECT: AUBREY ADMIN BLDG 10 YR

June 9, 2026

Runoff Coefficient C = 0.80 weighted (Total Developed Site)
Drainage Area - A = 4.19 acres (A1-A1,B1-B5, D1-D3, R1)
Time of Concentration - tc = 10 minutes
Maximum Outflow Rate - Q = 7.2 cfs (7.4-0.2)

Duration (minutes)	Intensity (inches/hr)	Depth (inches)	Inflow Discharge Q=CiA	Inflow Volume Cu. Ft.	Outflow Duration (minutes)	Outflow Volume Cu. Ft.	Storage Volume Cu. Ft.
5	8.04	0.67	27.0	8,088	15	3,246	4,842
10	6.50	1.08	21.8	13,071	20	4,328	8,743
15	5.50	1.37	18.4	16,584	25	5,411	11,174
20	4.79	1.60	16.1	19,264	30	6,493	12,772
30	3.85	1.92	12.9	23,209	40	8,657	14,553
40	3.24	2.16	10.9	26,080	50	10,821	15,259
50	2.82	2.35	9.4	28,331	60	12,985	15,345
60	2.50	2.50	8.4	30,183	70	15,149	15,033
			Required Storage Volume		15,345 cubic feet		
					0.35 acre-feet		

DETENTION POND CALCULATION SUMMARY – 2 YEAR

ALLOWABLE RELEASE TO DOWNSTREAM

A = 3.37 Ac (A9 From Pre–Dev DAM)
C = 0.40
Tc = 15 min
I₂ = 3.90 in/hr
Q₂ = 5.30 cfs

UNDETAINED TO DOWNSTREAM

A = 0.06 Ac (C6 From Pre–Dev DAM)
C = 0.40
Tc = 10 min
I₁₀₀ = 4.71 in/hr
Q₁₀₀ = 0.10 cfs

ALLOWABLE RELEASE FROM POND

ALLOWABLE RELEASE TO DOWNSTREAM –
UNDETAINED RELEASE TO DOWNSTREAM =
5.3 CFS – 0.1 CFS = 5.2 CFS

TOTAL DETENTION VOLUME REQUIRED

V = 9,921 CF
100 YR WSEL = 665.20'

WATER SURFACE CALCULATION

Using The Crest Length Determined For
The 100 YR Event, The 2YR Water
Surface Can Be Calculated.
Q₂ = 3.367bH^{3/2}
Weir TW = 662.99 (Depth In Pipe)
Crest Elev. = 662.20
Q₂ = 5.20 cfs
Solve for H
H = 2.97"
Weir HW = Crest + H = 665.17

TOTAL DETENTION VOLUME PROVIDED

V = 9,660 CF @ 665.17'
9,660 CF < 9,921 CF
Vol Provided < Vol Required
97% of Req. Volume is Provided.

MODIFIED RATIONAL METHOD DETENTION BASIN DESIGN

PROJECT: AUBREY ADMIN BLDG 2 YR

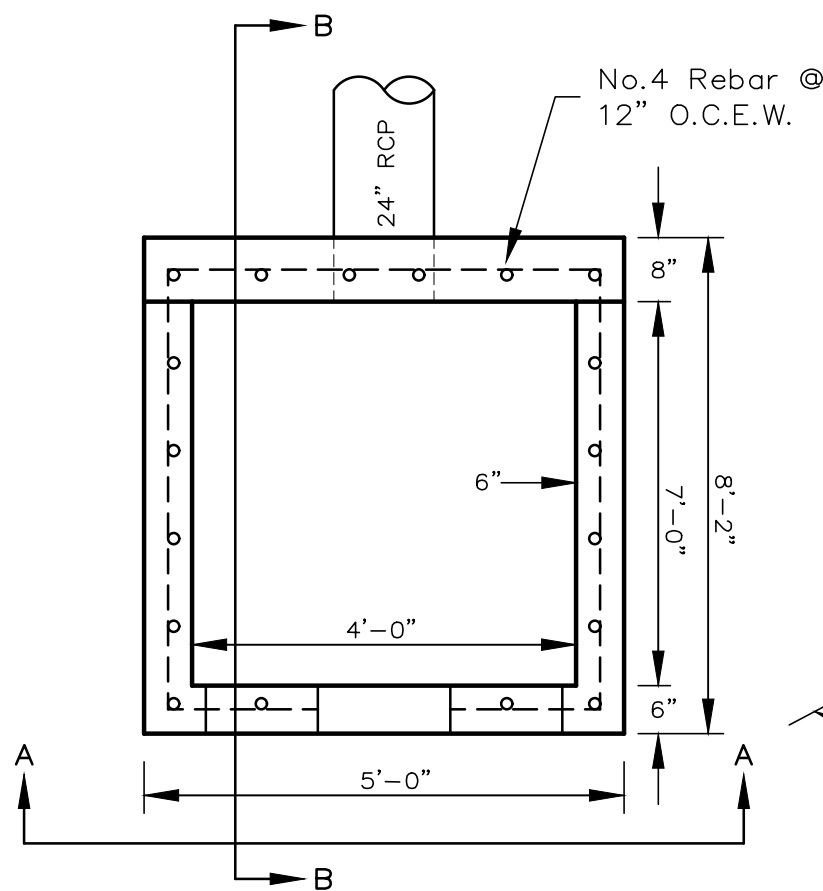
June 9, 2026

Runoff Coefficient C = 0.80 weighted (Total Developed Site)
Drainage Area - A = 4.19 acres (A1-A1,B1-B5, D1-D3, R1)
Time of Concentration - tc = 10 minutes
Maximum Outflow Rate - Q = 5.2 cfs (5.3-0.1)

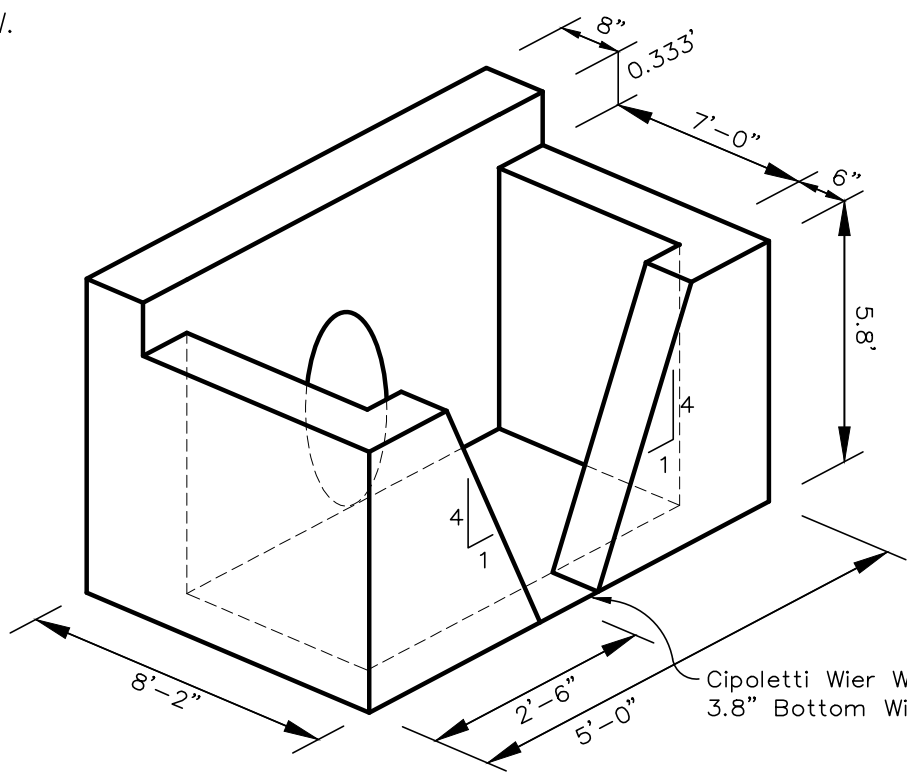
Duration (minutes)	Intensity (inches/hr)	Depth (inches)	Inflow Discharge Q=CiA	Inflow Volume Cu. Ft.	Outflow Duration (minutes)	Outflow Volume Cu. Ft.	Storage Volume Cu. Ft.
5	6.02	0.50	20.2	6,055	15	2,321	3,734
10	4.71	0.78	15.8	9,469	20	3,094	6,374
15	3.90	0.98	13.1	11,767	25	3,868	7,899
20	3.35	1.12	11.2	13,471	30	4,641	8,829
30	2.64	1.32	8.8	15,916	40	6,189	9,727
40	2.19	1.46	7.4	17,657	50	7,736	9,921
50	1.89	1.57	6.3	19,004	60	9,283	9,721
60	1.67	1.67	5.6	20,103	70	10,830	9,273
			Required Storage Volume		9,921 cubic feet		
					0.23 acre-feet		

POND STAGE/STORAGE/DISCHARGE CHART

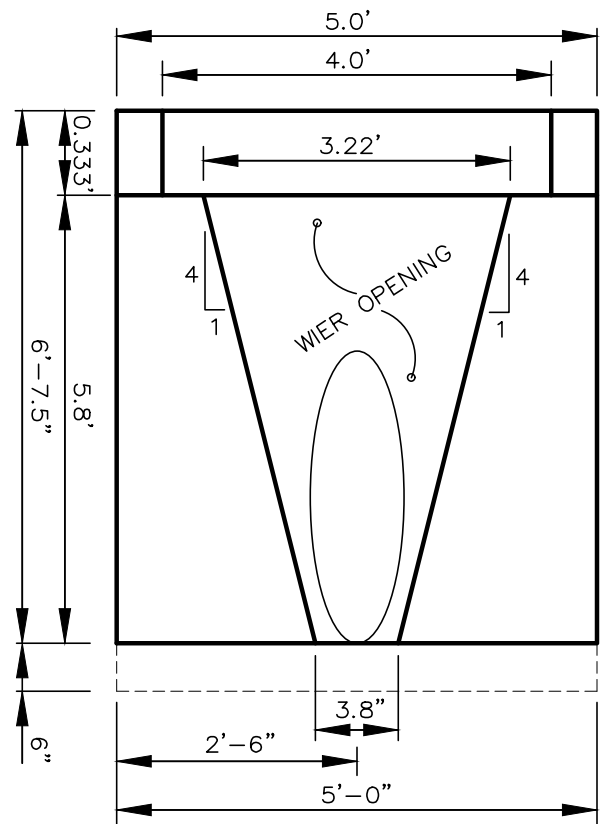
Pond Elevation	Accumulated Volume (cubic feet)	Discharge From Pond (cfs)	
662.20	0	0	
663	707	0.7	
664	3,715	2.3	
665	8,604	3.7	
665.17	9,660	5.2	2yr WSEL
665.87	14,072	7.2	10yr WSEL
666	14,818	6.8	
667	22,451	10.2	
667.1	23,586	10.5	100yr WSEL
668	31,620	13.9	



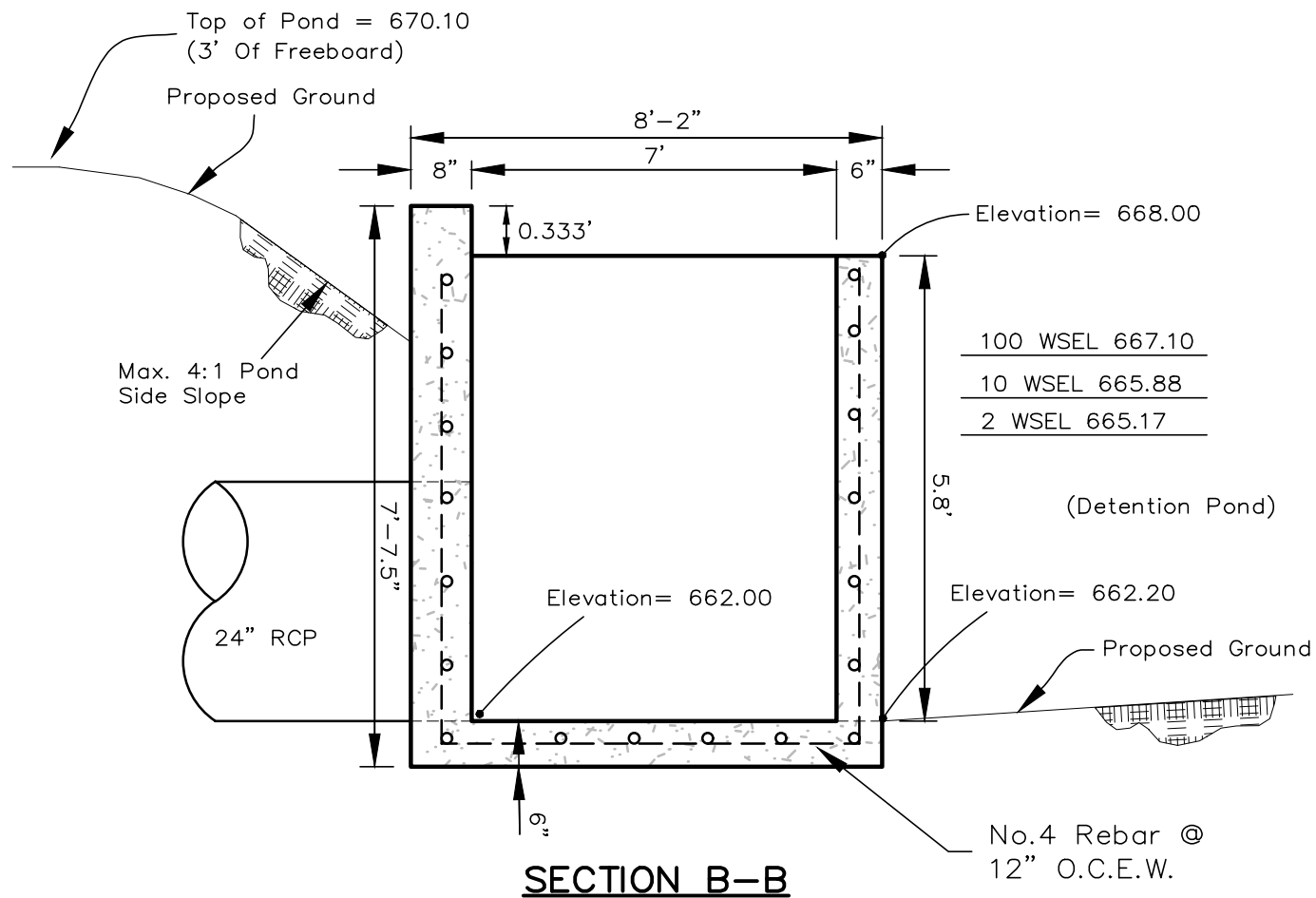
PLAN VIEW



ISOMETRIC METRIC VIEW



SECTION A-A



SECTION B-B

Note: Concrete Drainage Structures Shall Have A Compressive Strength Of 4200psi. Refer To Manufacturer For Steel Reinforcement. Also All Storm Structures Must Be Cladded.

DETENTION POND OUTFALL STRUCTURE

N.T.S.

MISC. INFORMATION

NOTE:

Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.

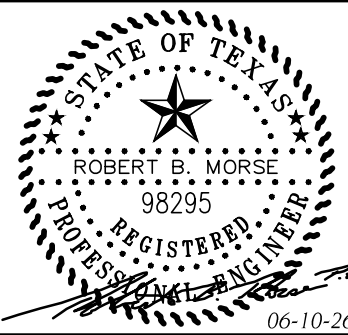
REVISION

DATE

DESCRIPTION



RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579



DETENTION CALCULATIONS
Aubrey ISD Administration Building

Aubrey, TX 76227

DESIGNED BY:
RLK Engineering

TECH REVIEW:
RLK

DRAWING FILE:
25097A DETENTION CALCS.dwg

DRAWING SCALE:
1" = 40'

SHEET:

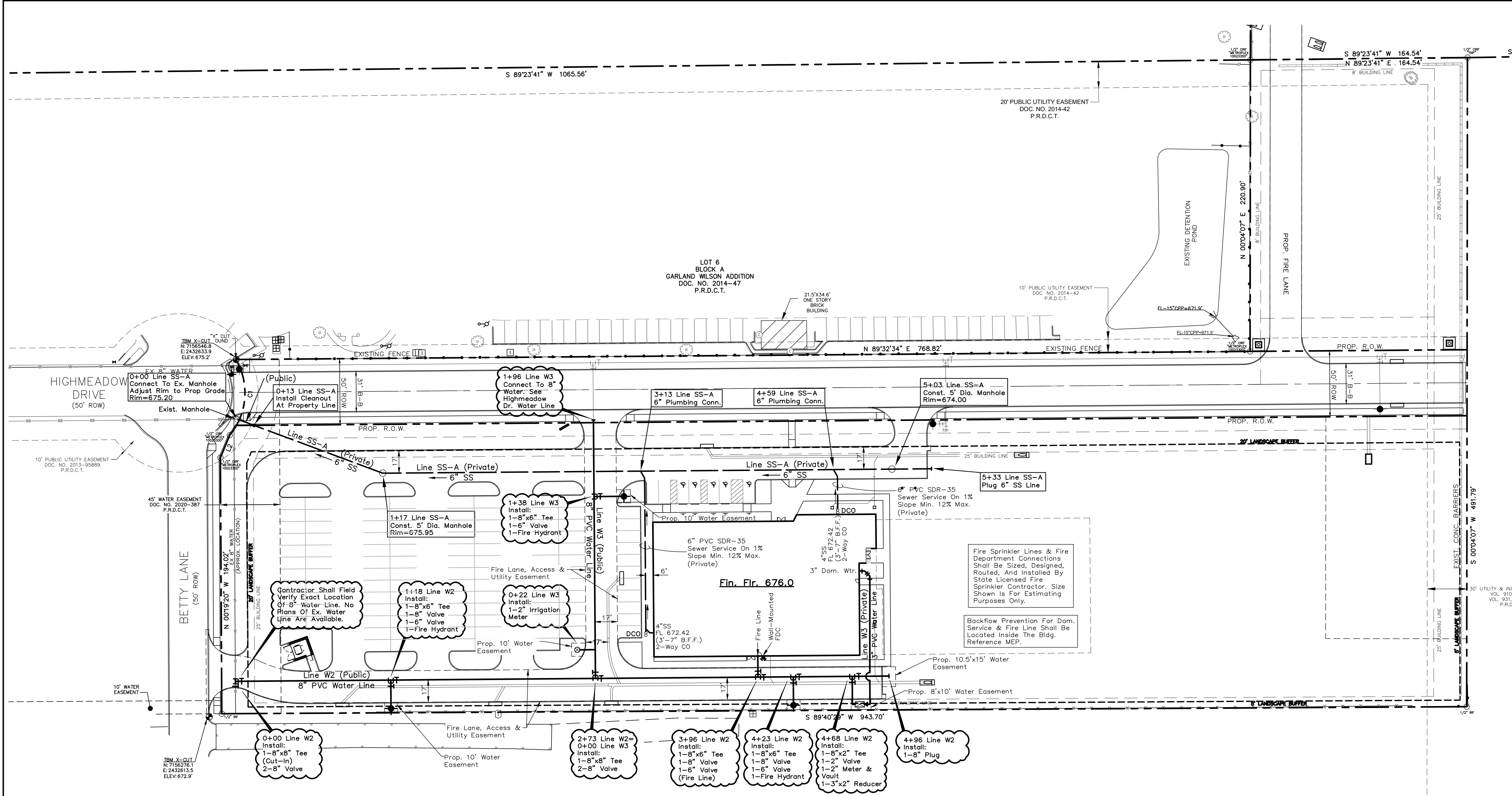
DRAWN BY:
RLK Engineering

PEER REVIEW:
RLK

DRAWING DATE:
06-10-26

PROJECT NUMBER:
RLK-25097

CDRA6



WATER & SANITARY SEWER NOTES

1. All materials and construction shall conform to the City of Aubrey standards and specifications and the North Texas Central Council of Governments Standard Specifications for Public Works Construction, Latest Revision.
2. Contractor shall be responsible for maintaining trench safety requirements in accordance with O.S.H.A. Standards.
3. The location of all utilities located on these plans are taken from existing public records. The exact location and elevation of all public utilities must be determined by the Contractor. It shall be the duty of the Contractor to ascertain whether any additional facilities other than those shown on the plans may be present.
4. It shall be the responsibility of the contractor to protect all public utilities in the construction of this project.
5. All water mains shall have a minimum cover of 48 inches.
6. All sanitary sewer lines shall be PVC SDR 35 pipe.
7. All waterline and sanitary sewer main crossings shall meet TCEQ regulation 290.44(e)(4)(B) for new utility installation.
8. Concrete blocking shall be provided on water mains at all tees, fire hydrants, joint restraint and bends per City standards.
9. Refer to Irrigation Plans for irrigation sleeving.
10. Contractor to be responsible for installation of vertical bends and blocking on water mains to clear proposed utilities and maintain minimum cover.

!!! CAUTION !!!
Existing Utility Lines In Area
Contractor To Verify Existing Utility Locations
Contact Appropriate Utility Companies
48 Hrs. Prior To Any Construction

!!! CAUTION !!!
Existing Private Utility Lines On Site
Contractor To Verify Existing Utility Locations
Field Verify Both Location & Depth
Visibly Mark All Existing Utilities
Prior To Any Construction
These Markings Are To Be Maintained
And Remain During The Entire
Construction Process

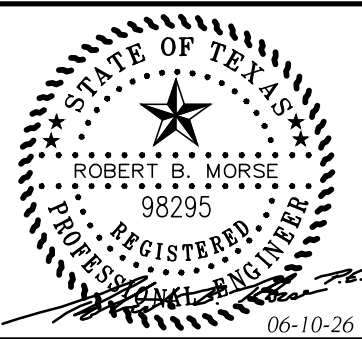
Contractor shall not place permanent pavement until all sleeving for irrigation, electric, gas, telephone, cable TV, site lighting, etc. has been installed. It shall be the Contractor's responsibility to coordinate with the appropriate utility providers, parties, etc. to ensure that all sleeving is in place prior to placing permanent paving.

CAUTION EXISTING UTILITIES !!!!!
All existing utilities and underground facilities that are indicated and shown on these plans are approximate, and are based on as-built plans and/or from reference information. Actual utility locations may differ from the as-built plans based on field observations. All utilities shall be field verified and located prior to any excavation or boring. It shall be the responsibility of the Contractor to verify both horizontally and vertically the location of such existing utilities prior to any construction.

MISC. INFORMATION	REVISION	DATE	DESCRIPTION
NOTE: Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.			



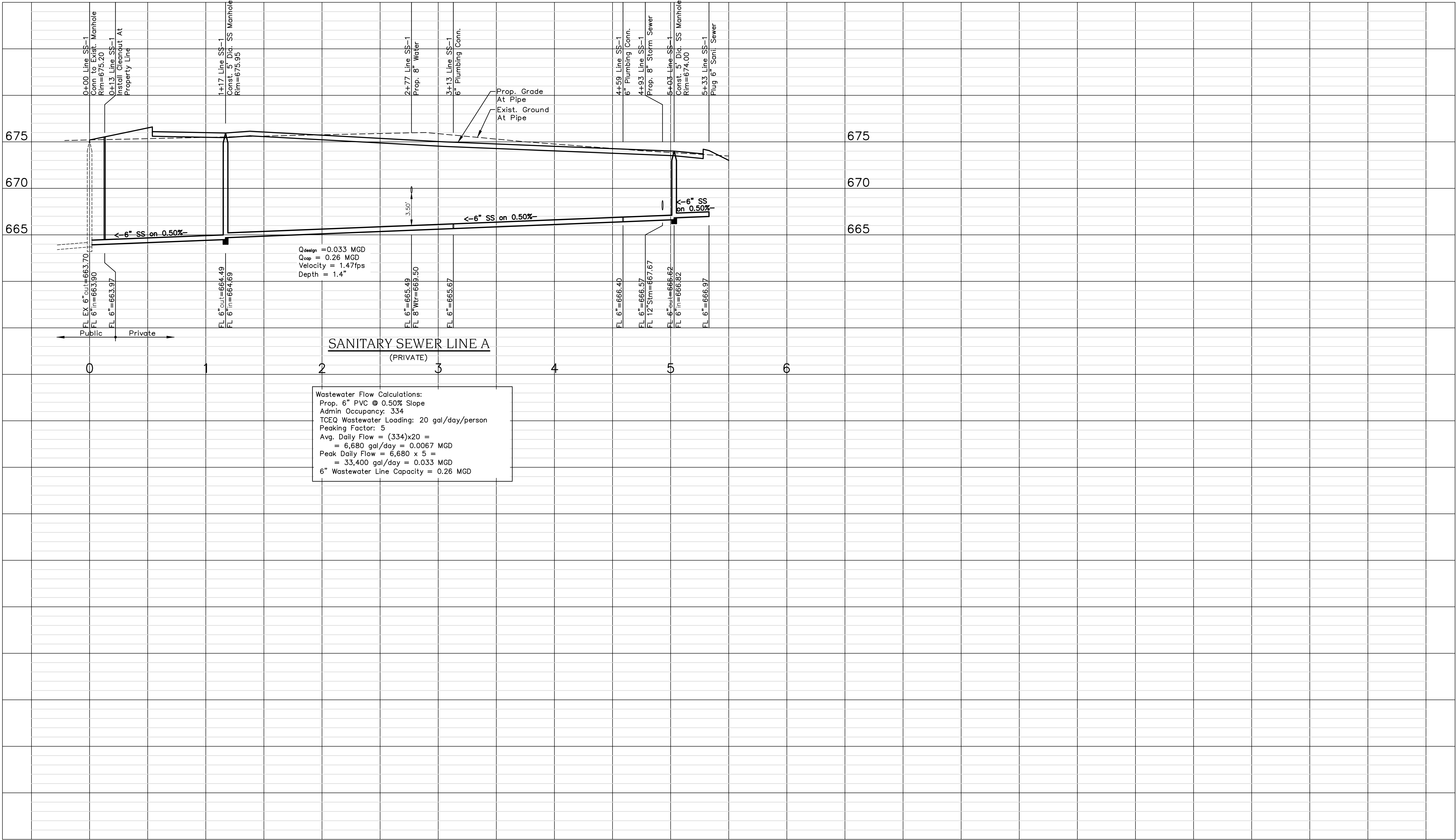
RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579



WATER & SANITARY SEWER PLAN
Aubrey ISD Administration Building

Aubrey, TX 76227

DESIGNED BY: RLK Engineering	TECH REVIEW: RLK	DRAWING FILE: 25097A WTR.dwg	DRAWING SCALE: 1" = 40'	SHEET: CWWA1
DRAWN BY: RLK Engineering	PEER REVIEW: RLK	DRAWING DATE: 06-10-26	PROJECT NUMBER: RLK-25097	



MISC. INFORMATION

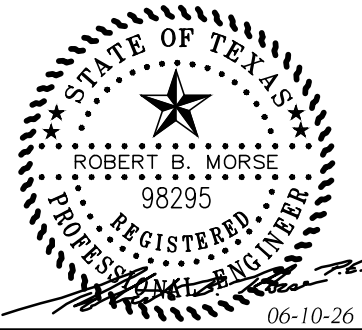
NOTE:

Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.

REVISION	DATE	DESCRIPTION



RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579



SANITARY SEWER PROFILES

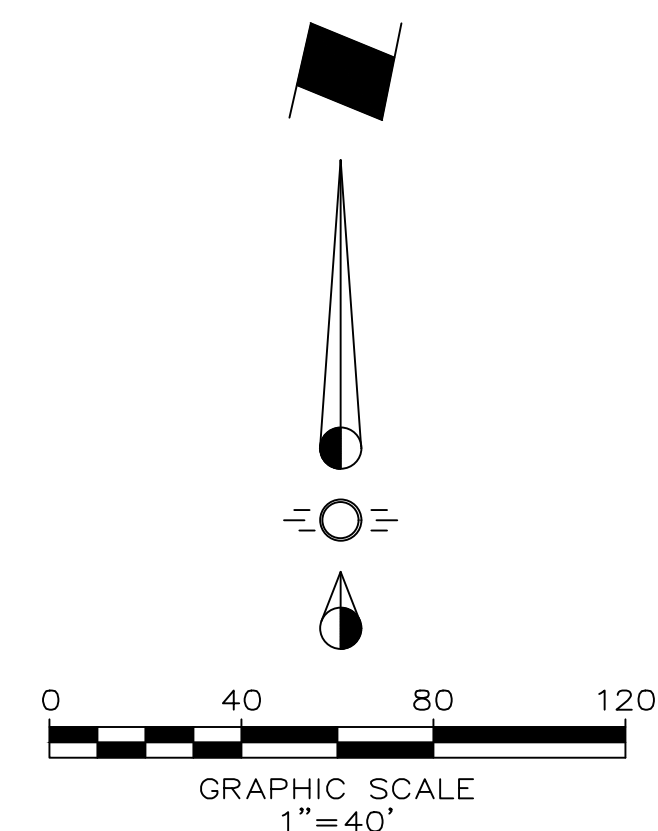
Aubrey ISD Administration Building

Aubrey, TX 76227

DESIGNED BY: RLK Engineering	TECH REVIEW: RLK	DRAWING FILE: 25097A SANI SEWER PROFILES	DRAWING SCALE: dwg 1" = 40'	SHEET: CWSA2
DRAWN BY: RLK Engineering	PEER REVIEW: RLK	DRAWING DATE: 06-10-26	PROJECT NUMBER: RLK: 25097	

Jun 10, 2026 - 10:15am User: chase

Page 853 of 1066



SANDBLASTING WASTE MANAGEMENT

DESCRIPTION

The objective of the management program is to minimize the potential of storm water quality degradation from sandblasting activities at construction sites. The key issues in this program are prudent handling and storage of sandblast media, dust suppression, and proper collection and disposal of spent media. It is not the intent of this program to outline all of the worker safety issues pertinent to this practice. Safety issues should be addressed by construction safety programs as well as local, state, and and federal regulations utilized at sites in which Sandblasting waste is present.

INSTALLATION/APPLICATION CRITERIA

Since the media consists of fine abrasive granules, it can be easily transported by running water. Sandblasting activities typically create a significant dust problem which must be contained and collected to prevent off-site migration problem which must be contained and collected to prevent off-site migration or fines.

Operational Procedures

Use only inert, non-degradable sandblast media.
Use appropriate equipment for the job, do not over-blast.
Wherever possible, blast in a downward direction.
Install a wind sock or other wind direction instrument.
Cease blasting activities in high winds or if wind direction could transport grit to drainage facilities.
Install dust shielding around sandblasting areas.
Collect and dispose of all spent sandblast grit, use dust containment fabrics and dust collection hoppers and barrels.
Non-hazardous sandblast grit may be disposed in permitted construction debris landfills or permitted sanitary landfills.
If sandblast media cannot be fully contained, construct sediment traps downstream from blasting area where appropriate.
Use sand fencing where appropriate in areas where blast media cannot be fully contained.
If necessary, install misting equipment to remove sandblast grit from the air – prevent runoff from misting operations from entering drainage systems.
Use vacuum grit collection systems where possible.
Keep records of sandblasting materials, procedures, and weather conditions on a daily basis.
Take all reasonable precautions to ensure that sandblasting grit is contained and kept away from drainage structures.

Educational Issues

Educate all on-site employees of potential dangers to humans and the environment from sandblast grit.
Instruct all on-site employees of the potential hazardous nature of sandblast grit and possible symptoms of overexposure to sandblast grit.
Instruct operators of sandblasting equipment on safety procedures and personal protection equipment.
Instruct operators on proper procedures regarding storage, handling, and containment of sandblast grit.
Instruct operators to recognize unfavorable weather conditions regarding sandblasting activities.
Instruct operators and supervisors on current local, state, and federal regulations regarding fugitive dust and hazardous waste from sandblast grit.
Have weekly meetings with operators to discuss and reinforce proper operational procedures.
Establish a continuing education program to indoctrinate new employees.

Material Handling Recommendations

Sandblast media should always be stored under cover away from drainage structures.
Ensure that stored media or grit is not subject to transport by wind.
Ensure that all sandblasting equipment as well as storage containers comply with local, state, and federal regulations.
Refer to Hazardous Waste BMP fact sheet if sandblast grit is known or or suspected to contain hazardous components.
Capture and treat runoff which comes into contact with sandblasting material or waste.
Foreman and/or construction supervisor should monitor all sandblasting activities and safety procedures.

Quality Assurance

Educate, and if necessary, discipline workers who violate procedures.
Take all reasonable precautions to ensure that sandblast grit is not transported off-site or into drainage facilities.

Requirements

Education and awareness program for all employees regarding control of sandblasting and potential dangers to humans and the environment.
Operator and supervisor education program for those directly involved in sandblasting activities – instructions on material handling, proper equipment operation, personal protective equipment, fugitive dust control, record keeping and reporting.
Proper sandblast equipment for the job.
Site-specific fugitive dust control and containment equipment.
Site-specific fugitive dust control procedure.
Compliance by supervisors and workers.

Costs

Minimal cost for training and monitoring.
Potential for significant cost for containment procedures on large jobs.
Potential for significant costs associated with cleanup, correction and remediation if containment occurs.

LIMITATIONS

Site specific solutions to sandblasting problems may be required.
Sandblasting operations on structures known to contain hazardous materials require special procedures not specifically outlined above including professional hazardous waste specialists.
Where hazardous materials are known or suspected, a site assessment and remediation plan may be necessary.

HAZARDOUS WASTE MANAGEMENT

DESCRIPTION

The hazardous waste management BMP addresses the problem of storm water polluted with hazardous waste through spills or other forms of contact. The objective of the Management Program is to minimize the potential of storm water contamination from common construction site hazardous wastes through appropriate recognition, handling, storage, and disposal practices.

It is not the intent of this Management Program to supersede or replace normal site assessment and remediation procedures. Significant spills and/or contamination warrant immediate response by trained professionals. Suspected job-site contamination should be immediately reported to regulatory authorities and protective actions taken. The General Permit requires reporting of significant spills to the National Response Center (NRC) at (800)424-8802.

PRIMARY USE

These management practices along with applicable OSHA and EPA guidelines should be incorporated at all construction sites which use or generate hazardous wastes. Many wastes such as fuel, oil, grease, fertilizer, and pesticide are present at most construction sites.

INSTALLATION, APPLICATION AND DISPOSAL CRITERIA

The hazardous waste management techniques presented here are based on proper recognition, handling, and disposal practices by construction workers and supervisors. Key elements of the management program are education, proper disposal practices, as well as provisions for safe storage and disposal. Following are lists describing the targeted materials and recommended procedures:

Targeted Hazardous Waste Materials

Paints
Solvents
Stains
Wood preservatives
Cutting oils
Greases
Roofing tar
Pesticides
Fuel and lube oils
Lead based paints (Demolition)

Storage Procedures

Wherever possible, minimize use of hazardous materials.
Minimize generation of hazardous wastes on the job-site.
Segregate potentially hazardous waste from non-hazardous construction site debris.
Designate a foreman or supervisor to oversee hazardous materials handling procedures.
Keep liquid or semi-liquid hazardous waste in appropriate containers (closed drums or similar) and under cover.
Store waste materials away from drainage ditches, swales, and catch basins.
Use containment berms in fueling and maintenance areas and where the potential for spills is high.
Ensure that adequate hazardous waste storage volume is available.
Ensure that hazardous waste collection containers are conveniently located.
Do not allow potentially hazardous waste materials to accumulate on the ground.
Enforce hazardous waste handling and storage procedures.
Clearly mark on all hazardous waste containers which materials are acceptable for the container.

Disposal Procedures

Regularly schedule hazardous waste removal to minimize on-site storage.
Use only reputable, licensed hazardous waste haulers.

Education

Instruct workers in identification of hazardous waste.
Educate workers of potential dangers to humans and the environment from hazardous wastes.
Instruct workers on safety procedures for common construction site hazardous wastes.
Educate all workers on hazardous waste storage and disposal procedures.
Have regular meetings to discuss and reinforce identification, handling and disposal procedures (incorporate in regular safety seminars).
Establish a continuing education program to indoctrinate new employees.

Quality Assurance

Foreman and/or construction supervisor shall monitor on-site hazardous waste storage and disposal procedures.
Educate, and if necessary, discipline workers who violate procedures.
Ensure that the hazardous waste disposal contractor is reputable and licensed.

Requirements

Job-site waste handling and disposal education and awareness program.
Commitment by management to implement hazardous waste management practices.
Compliance by workers.
Sufficient and appropriate hazardous waste storage containers.
Timely removal of stored hazardous waste materials.

Costs

Possible modest cost impact for additional hazardous storage containers.
Small cost impact for training and monitoring.
Potential cost impact for hazardous waste collection and disposal by licensed hauler – actual cost depends on type of material and volume.

LIMITATIONS

This practice is not intended to address site-assessments and pre-existing contamination.
Major contamination, large spills and other serious hazardous waste incidents require immediate response from specialists.
Demolition activities and potential pre-existing materials, such as asbestos, are not addressed by this program. Site specific information on plans is necessary.
Contaminated soils are not addressed.
One part of a comprehensive construction site waste management program.

SOLID WASTE MANAGEMENT

DESCRIPTION

Large volumes of solid waste are often generated at construction sites including: packaging, pallets, wood waste, concrete waste, soil, electrical wiring, cuttings, and a variety of other materials. The solid waste management practice lists techniques to minimize the potential of storm water contamination from solid waste through appropriate storage and disposal practices.

PRIMARY USE

These practices should be a part of all construction practices. By limiting the trash and debris on site, storm water quality is improved along with reduced clean up requirements at the completion of the project.

APPLICATIONS

The solid waste management practice for construction sites is based on proper storage and disposal practices by construction workers and supervisors. Key elements of the program are education and modification of improper disposal habits. Cooperation and vigilance is required on the part of supervisors and workers to ensure that the recommendations and procedures are followed. Following are lists describing the targeted materials and recommended procedures:

Targeted Solid Waste Materials

Paper and cardboard containers
Plastic packaging
Styrofoam packaging and forms
Insulation materials (non-hazardous)
Wood pallets
Wood cuttings
Pipe and electrical cuttings
Concrete, brick, and mortar waste
Shingle cuttings and waste
Roofing tar
Steel (cuttings, nails, rust residue)
Gypsum board cuttings and waste
Sheathing cuttings and waste
Miscellaneous cutting and waste
Food waste
Demolition waste

Storage Procedures

Wherever possible, minimize production of solid waste materials.
Designate a foreman or supervisor to oversee and enforce proper solid waste procedures.
Instruct construction workers in proper solid waste procedures.
Segregate potentially hazardous waste from non-hazardous construction site debris.
Keep solid waste materials under cover in either a closed dumpster or other enclosed trash container that limits contact with rain and runoff.
Store waste materials away from drainage ditches, swales and catch basins.
Do not allow trash containers to overflow.
Do not allow waste materials to accumulate on the ground.
Prohibit littering by workers and visitors.
Police site daily for litter and debris.
Enforce solid waste handling and storage procedures.

Disposal Procedures

If feasible, segregate recyclable wastes from non-recyclable waste materials and dispose of properly.
General construction debris may be hauled to a licensed construction debris landfill (typically less expensive than a sanitary landfill).
Use waste facilities approved by local jurisdiction.
Runoff which comes into contact with unprotected waste shall be directed into structural treatment such as silt fence to remove debris.

Education

Educate all workers on solid waste storage and disposal procedures.
Instruct workers in identification of solid waste and hazardous waste.
Have regular meetings to discuss and reinforce disposal procedures (incorporate in regular safety seminars).
Clearly mark on all solid waste containers which materials are acceptable.

Quality Control

Foreman and/or construction supervisor shall monitor on-site solid waste storage and disposal procedures.
Discipline workers who repeatedly violate procedures.

Requirements

Jobsite waste handling and disposal education and awareness program.
Commitment by management to implement and enforce Solid Waste Management Program.
Compliance by workers.
Sufficient and appropriate waste storage containers.
Timely removal of stored solid waste materials.
Possible modest cost impact for additional waste storage containers.
Small cost impact for training and monitoring.
Minimal overall cost impact.

LIMITATIONS

Only addresses non-hazardous solid waste.
One part of a comprehensive construction site management program.

CONCRETE WASTE MANAGEMENT

DESCRIPTION

Concrete waste at construction sites comes in two forms; 1) excess fresh concrete mix including truck and equipment washing, and 2) concrete dust and concrete debris resulting from demolition and sawing. Both forms have the potential to impact water quality through storm water runoff contact with the waste.

PRIMARY USE

Concrete waste is present at most construction sites. This BMP should be utilized at sites in which concrete waste is present.

APPLICATIONS

A number of water quality parameters can be affected by introduction of concrete – especially fresh concrete. Concrete affects the pH of runoff, causing significant chemical changes in water bodies and harming aquatic life. Suspended solids in the form of both cement and aggregate dust are also Generated from both fresh and demolished concrete waste:

Current Unacceptable Waste Concrete Disposal Practices

Dumping in vacant areas on the job-site.
Illicit dumping off-jobsite.
Dumping into ditches or drainage facilities.

Recommended Disposal Practices

Avoid unacceptable dumping practices listed above.
Develop predetermined, safe concrete disposal areas.
Provide a washout area with a minimum of 6 cubic feet of containment area volume for every 10 cubic yards of concrete poured.
Never dump waste concrete illicitly or without property owners knowledge and consent.
Treat runoff from storage area through the use of structural controls as required.

Education

Drivers and equipment operators should be instructed on proper disposal and equipment washing practices (see above).
Supervisors must be made aware of the potential environmental consequences of improperly handling concrete waste.

Enforcement

The construction site manager or foreman must ensure that employees and pre-mix companies follow proper procedures for concrete disposal and equipment washing.
Employees violating disposal or equipment cleaning directives must be reeducated or disciplined if necessary.

Demolition Practices

Monitor weather and wind direction to ensure concrete dust is not entering drainage structures and surface waters.
Where appropriate, construct sediment traps or other types of sediment detention devices downstream of demolition activities.

Requirements

Use predetermined disposal for waste concrete.
Prohibit dumping waste concrete anywhere but predetermined areas.
Assign predetermined truck and equipment washing areas.
Educate drivers and operators on proper disposal and equipment cleaning procedures.

Costs

Minimal cost impact for training and monitoring.
Concrete disposal cost depends on availability and distance to suitable disposal areas.
Additional costs involved in equipment washing could be significant.

LIMITATIONS

This concrete waste management program is one part of a comprehensive construction site management program.

NOTE:
Owner and Contractor to be responsible for submitting N.O.T. (Notice Of Intent) prior to beginning any construction. Owner and Contractor also to submit N.O.T. (Notice Of Termination).

MISC. INFORMATION	REVISION	DATE	DESCRIPTION
NOTE: Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.			



RLK ENGINEERING, INC.

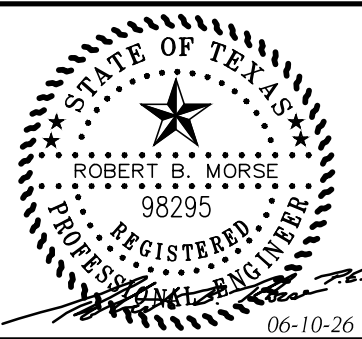
111 West Main

Allen, Texas 75013

(972) 359-1733 Off

(972) 359-1833 Fax

Texas Registration No. 579

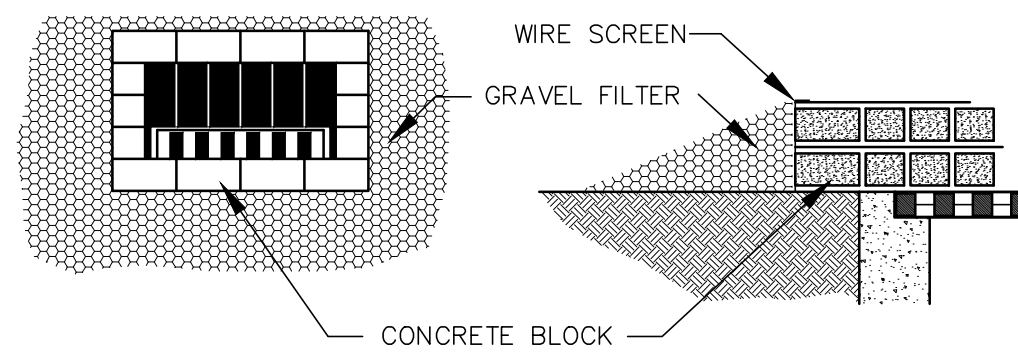


EROSION CONTROL NOTES

Aubrey ISD Administration Building

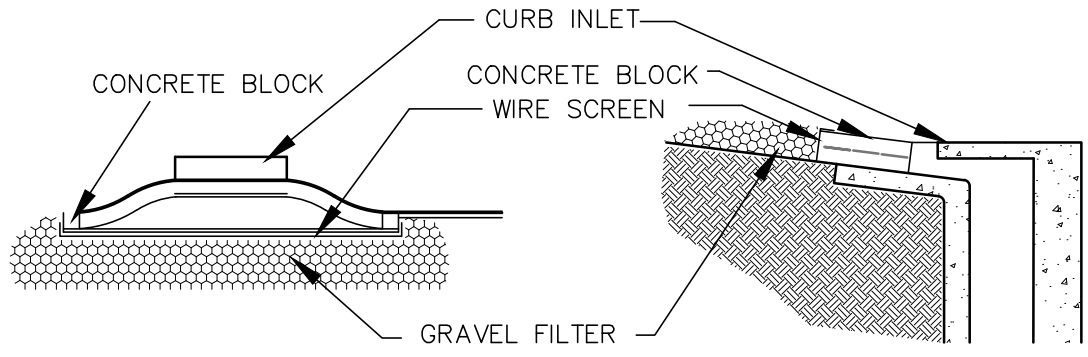
Aubrey, TX 76227

DESIGNED BY: RLK Engineering	TECH REVIEW: RLK	DRAWING FILE: 25097A EROS NOTES.dwg	DRAWING SCALE: 1" = 40'	SHEET: CERA2
DRAWN BY: RLK Engineering	PEER REVIEW: RLK	DRAWING DATE: 06-10-26	PROJECT NUMBER: RLK- 25097	



DROP INLET PROTECTION

Do not completely block off public inlets with erosion control. Leave the top 2" of the inlet opening clear.



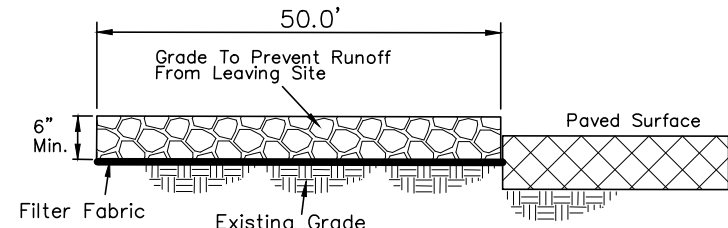
CURB INLET PROTECTION

INLET PROTECTION

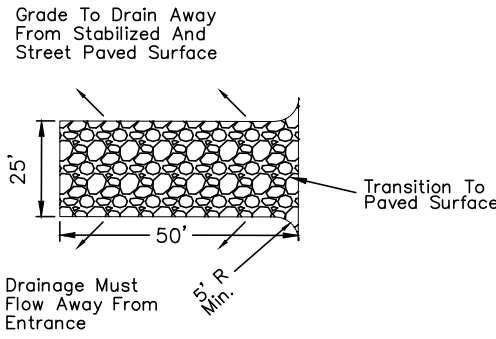
N.T.S.

BLOCK AND GRAVEL PROTECTION

Concrete blocks are to be placed on their sides in a single row around the perimeter of the inlet, with ends abutting. Opening in the blocks should face outward, not upward. Wire mesh shall then be placed over the outside face of the blocks covering the holes. Filter stone shall then be piled against the wire mesh to the top of the blocks with the base of the stone being a minimum of 18 inches from the blocks. Periodically, when the stone filter becomes clogged, the stone must be removed and cleaned in a proper manner or replaced with new stone and piled back against the wire mesh.



PROFILE VIEW



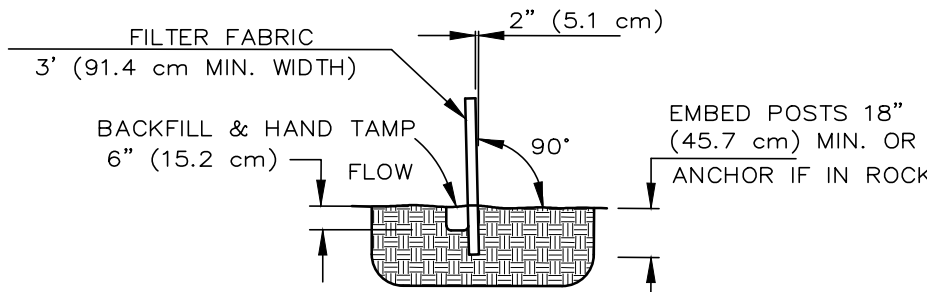
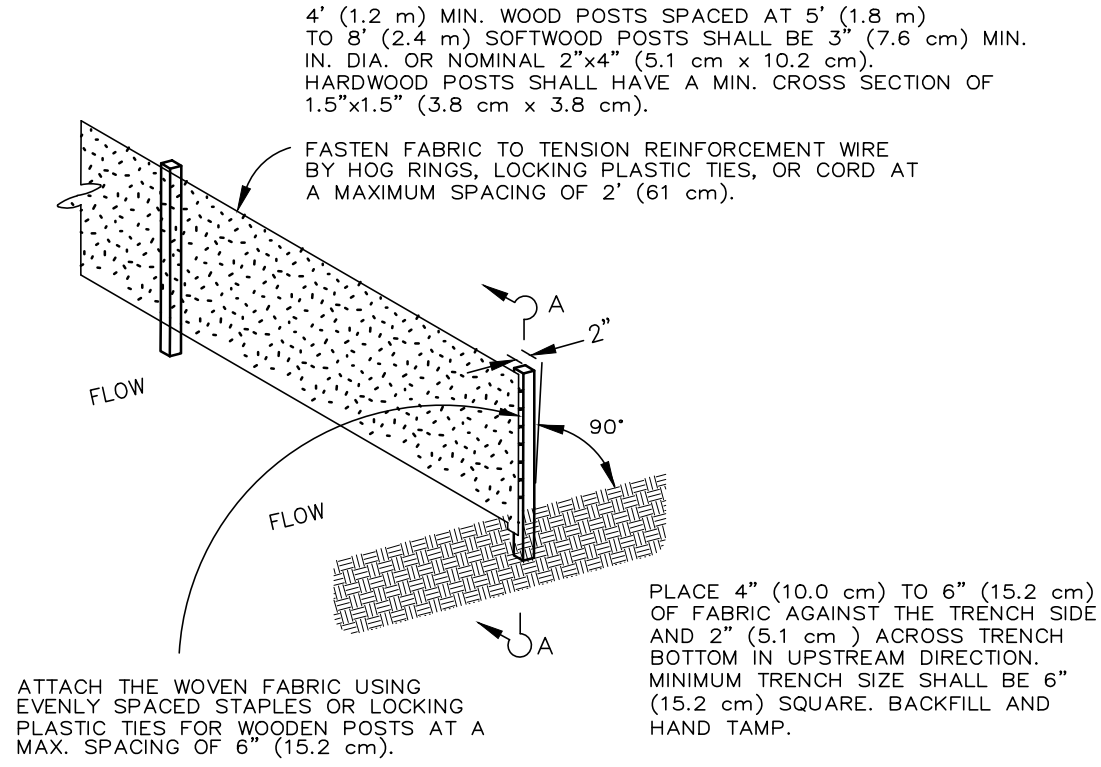
STABILIZED CONSTRUCTION ENTRANCE

Location of stabilized construction entrance shall be determined by Contractor at time of construction.

***Location To Be Determined By Contractor**

SILT FENCE

1. Wood posts which support the silt fence shall be installed on a slight angle toward the anticipated runoff source. Post must be embedded a minimum of one foot.
2. The toe of the silt fence shall be trenched in with a spade or mechanical trencher, so that the downslope face of the trench is flat and perpendicular to the line of flow. Where fence cannot be trenched (e.g. pavement), weight fabric flap with washed gravel on uphill side to prevent flow under fence.
3. The trench must be a minimum of 6" deep and 6" wide to allow for the silt fence fabric to be laid in the ground and backfilled with compacted material.
4. Silt fence should be securely fastened to each wood support post or to woven wire, which is then in turn attached to the wood fence post. There shall be a 6" double overlap, securely fastened where ends of fabric meet.
5. Inspection shall be made weekly or after each rainfall event. Repair or replacement shall be made promptly as needed.
6. Silt fence shall be removed when the site is completely stabilized so as not to block or impede storm flow or drainage.
7. Accumulated silt shall be removed when it reaches a depth of 6". The silt shall be disposed of in an approved site and in such a manner as to not contribute to additional siltation.



WIRE REINFORCED SILT FENCE

N.T.S.

NOTES

1. Stone shall be 3 to 5 inch diameter crushed rock or acceptable crushed Portland Cement Concrete.
2. When necessary, vehicles shall be cleaned to remove sediment prior to entrance onto a public roadway. When washing is required, it shall be done on an area stabilized with crushed stone, with drainage flowing away from both the street and the stabilized entrance. All sediment shall be prevented from entering any storm drain, ditch, or watercourse using approved methods.
3. The entrance shall maintained in a condition which will prevent tracking or flowing of sediment onto paved surfaces. This may require periodic top dressing with additional stone as conditions demand. All sediment spilled, dropped, washed, or tracked onto paved surfaces must be removed immediately.
4. The entrance must be properly graded or incorporate a drainage swale to prevent runoff from leaving the construction site.
5. Exact location of stabilized construction entrance shall be determined by contractor at time of construction.

NOTE:
Owner and Contractor to be responsible for submitting N.O.I. (Notice Of Intent) prior to beginning any construction. Owner and Contractor also to submit N.O.T. (Notice Of Termination).

MISC. INFORMATION

NOTE:

Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.

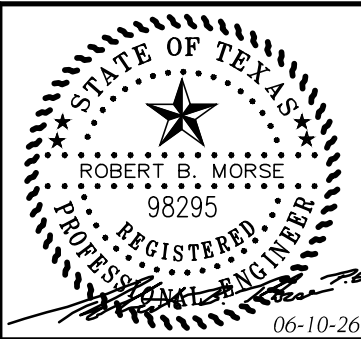
REVISION

DATE

DESCRIPTION



RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579



EROSION CONTROL DETAILS
Aubrey ISD Administration Building

Aubrey, TX 76227

DESIGNED BY:
RLK Engineering

TECH REVIEW:
RLK

DRAWING FILE:
25097A EROS DETAILS.dwg

DRAWING SCALE:
1" = 40'

SHEET:

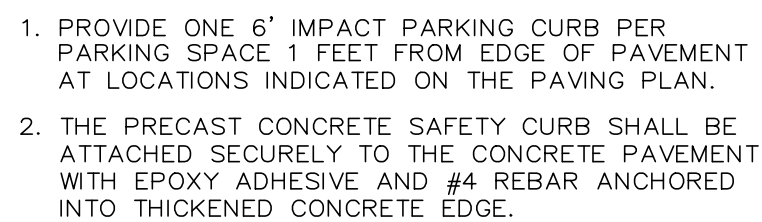
DRAWN BY:
RLK Engineering

PEER REVIEW:
RLK

DRAWING DATE:
06-10-26

PROJECT NUMBER:
RLK-25097

CERA3



N.T.S.



1. SPACING BETWEEN LETTERS, COLORS, AND PROCESSES SHALL CONFORM STANDARD HIGHWAY AND SIGN DESIGNS FOR TEXAS.
2. INSTALL WHERE INDICATED ON PLANS.
3. VAN-ACCESSIBLE SIGNAGE ON VAN SPACES ONLY.
4. COLORS: LETTER & BORDER - GREEN
SYMBOL ON BLUE BACKGROUND
SIGN BACKGROUND - WHITE

N.T.S



1. SPACING BETWEEN LETTERS, COLORS, AND PROCESSES SHALL CONFORM STANDARD HIGHWAY AND SIGN DESIGNS FOR TEXAS.
2. INSTALL WHERE INDICATED ON PLANS.
3. VAN-ACCESSIBLE SIGNAGE ON VAN SPACES ONLY.
4. COLORS: LETTER & BORDER - GREEN
SYMBOL ON BLUE BACKGROUND
SIGN BACKGROUND - WHITE

N.T.S.



THIS DETAIL APPLIES TO PRIVATE PROPERTY ONLY.
REF. CITY DETAILS FOR HC RAMPS WITHIN CITY R.O.W



1. DOWEL BARS SHALL BE DRILLED INTO PAVEMENT HORIZONTALLY BY USE OF A MECHANICAL RIG.
2. DRILLED BY HAND IS NOT ACCEPTABLE, PUSHING DOWEL BARS INTO GREEN CONCRETE NOT ACCEPTABLE.

N.T.S.



N.T.S.

- NOTE**
1. REFER TO GEOTEX ENGINEERING REPORT #G26-2013 DATED MARCH 17, 2026 FOR EXPLORATION FOR FILL COMPACTION REQUIREMENTS, PAVEMENT INSTALLATION, AND ALL EARTHWORK OPERATIONS.
 2. SOLUBLE SULFATE TESTING SHALL BE PERFORMED PER THE RECOMMENDATIONS IN THE GEOTEX ENGINEERING REPORT #G26-2013 DATED MARCH 17, 2026. SULFATE RESISTANT CONCRETE MIX DESIGNS SHALL BE PROVIDED PER THAT REPORT SHOULD EXCESSIVE SULFATES BE PRESENT.

FOR CEMENT STABILIZED SUBGRADE:
ESTIMATED 4% CEMENT STABILIZED
SUBGRADE, IN ACCORDANCE WITH TXDOT
STANDARD SPECIFICATION ITEM 275
COMPACTED TO A MINIMUM 95% STANDARD
PROCTOR DENSITY AND A MOISTURE
CONTENT AT OR ABOVE OPTIMUM. ACTUAL
PERCENTAGE OF CEMENT NEEDED TO REACH
A 7-DAY CURED UNCONFINED COMPRESSIVE
STRENGTH OF 100 PSI. SEE GEOTECH
REPORT FOR ADDITIONAL INFORMATION.

FOR FLEXIBLE BASE SUBGRADE:
TXDOT TYPE A OR D AGGREGATE BASE PER
TXDOT ITEM 247, GRADE 1-2, COMPACTED TO A
MINIMUM 95% STANDARD PROCTOR DENSITY AT A
MOISTURE CONTENT SUFFICIENT TO ACHIEVE
DENSITY, BUT WITH A MINIMUM OF 4% MOISTURE.
AGGREGATE BASE TO BE PLACED OVER 6"
COMPACTED SUBGRADE PER GEOTECH ENGINEERING
REPORT #G26-2013 DATED MARCH 17, 2026.



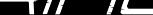
REFER TO GEOTEX ENGINEERING REPORT #G26-2013 DATED MARCH 17, 2026
FOR FILL COMPACTION REQUIREMENTS,
PAVEMENT INSTALLATION, AND ALL
EARTHWORK OPERATIONS.

N.T.S

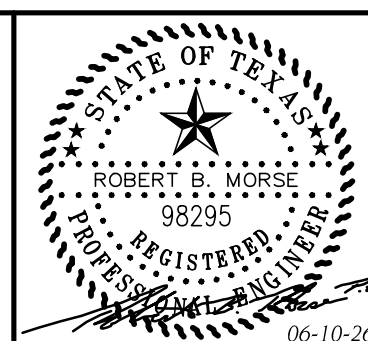
ON-SITE PAVEMENT ONLY - NOT FOR PAVEMENT
IN PUBLIC R.O.W.



NOTE:
LATEST CITY GENERAL DESIGN STANDARDS
DETAILS TAKE PRECEDENCE IN CITY R.O.W.

The logo for RLK Engineering, featuring the letters "RLK" in a large, bold, italicized sans-serif font, with the word "ENGINEERING" in a smaller, all-caps sans-serif font below it, all contained within a black rectangular border.

RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579

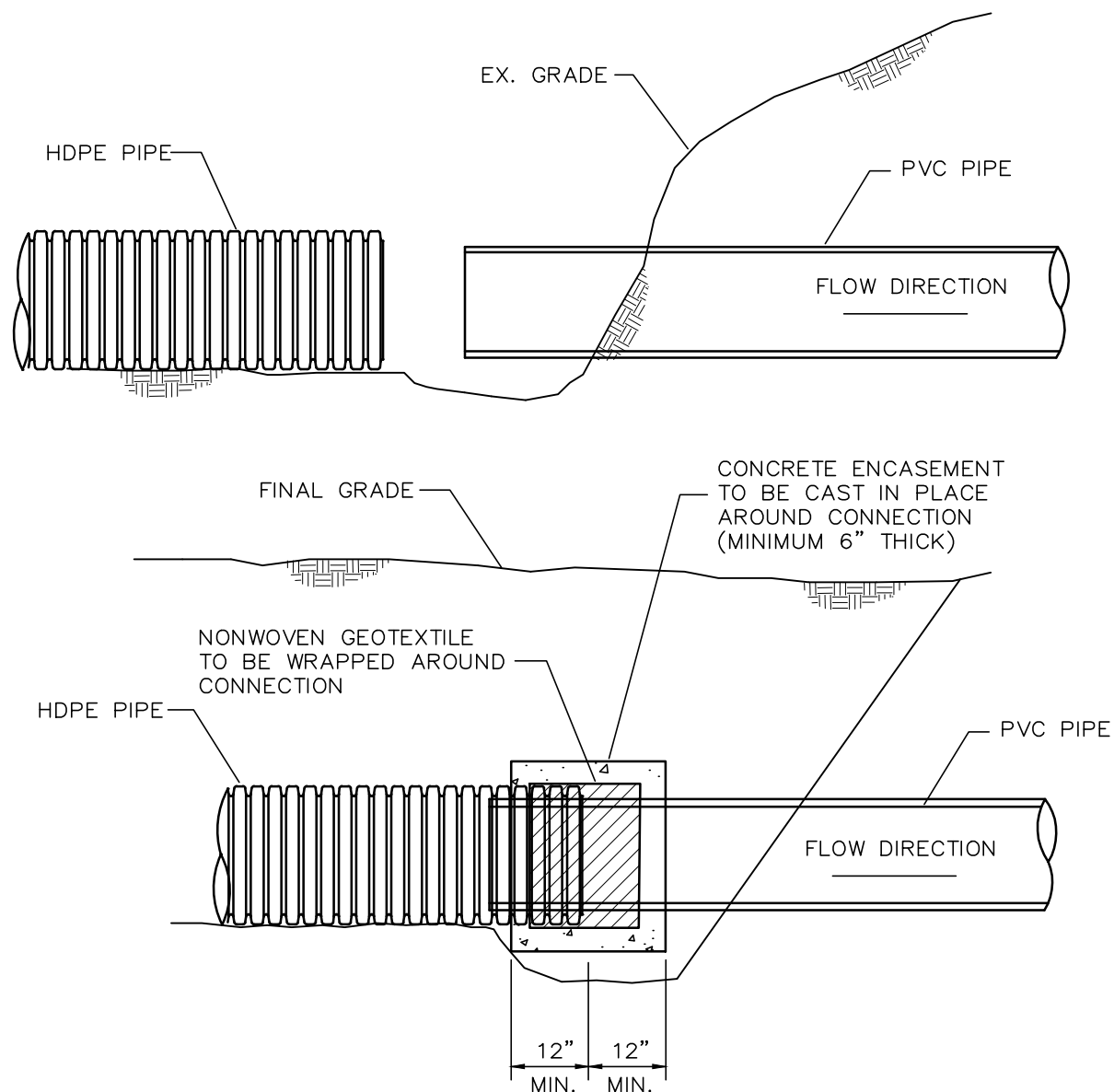


ONSITE DETAILS

Aubrey ISD Administration Building

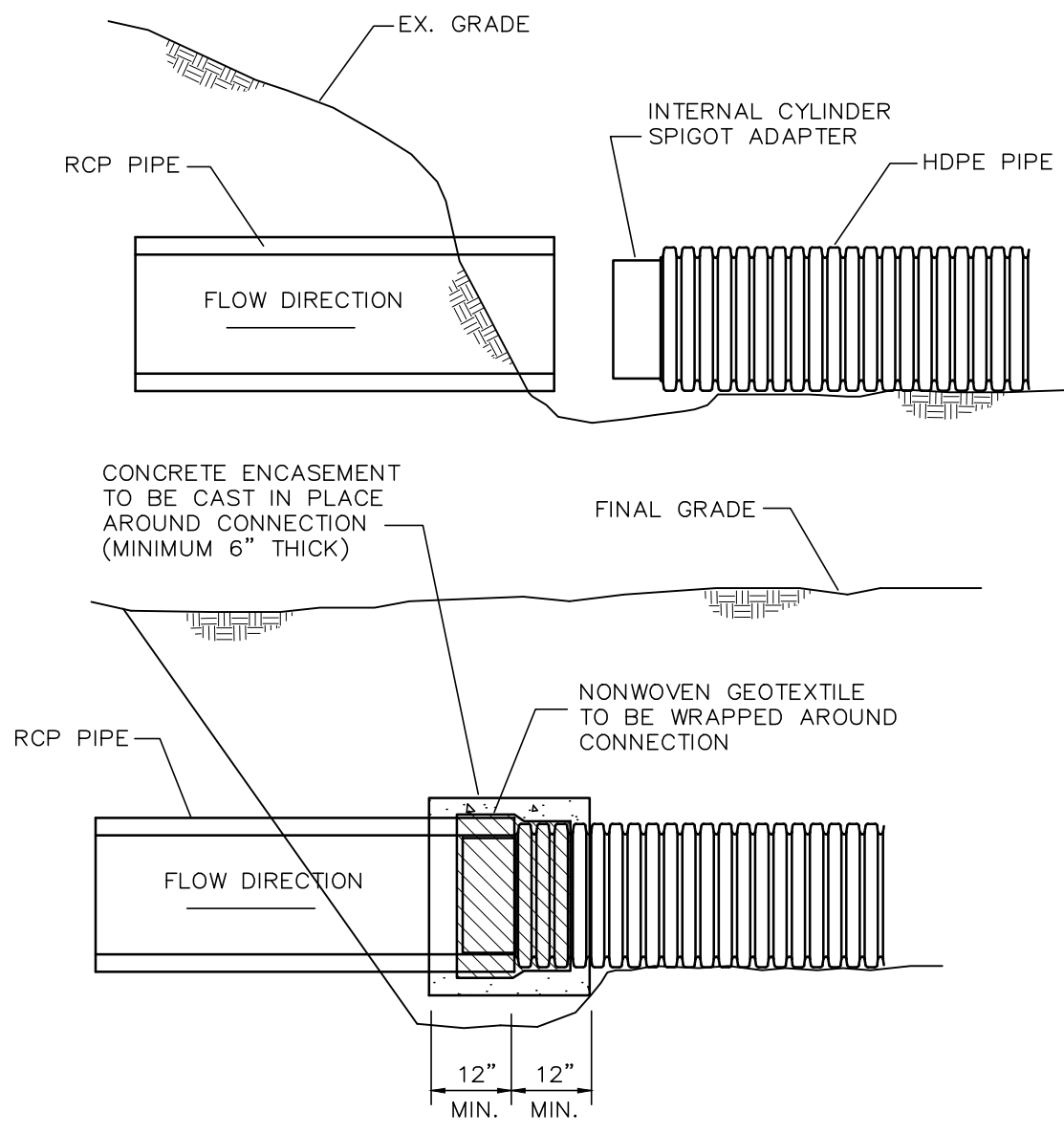
Aubrey, TX 76227

DESIGNED BY: RLK Engineering	TECH REVIEW: RLK	DRAWING FILE: 25097A DETAILS.dwg	DRAWING SCALE: N.T.S.	SHEET: CDTA1
DRAWN BY: RLK Engineering	PEER REVIEW: RLK	DRAWING DATE: 06-10-26	PROJECT NUMBER: RLK: 25097	



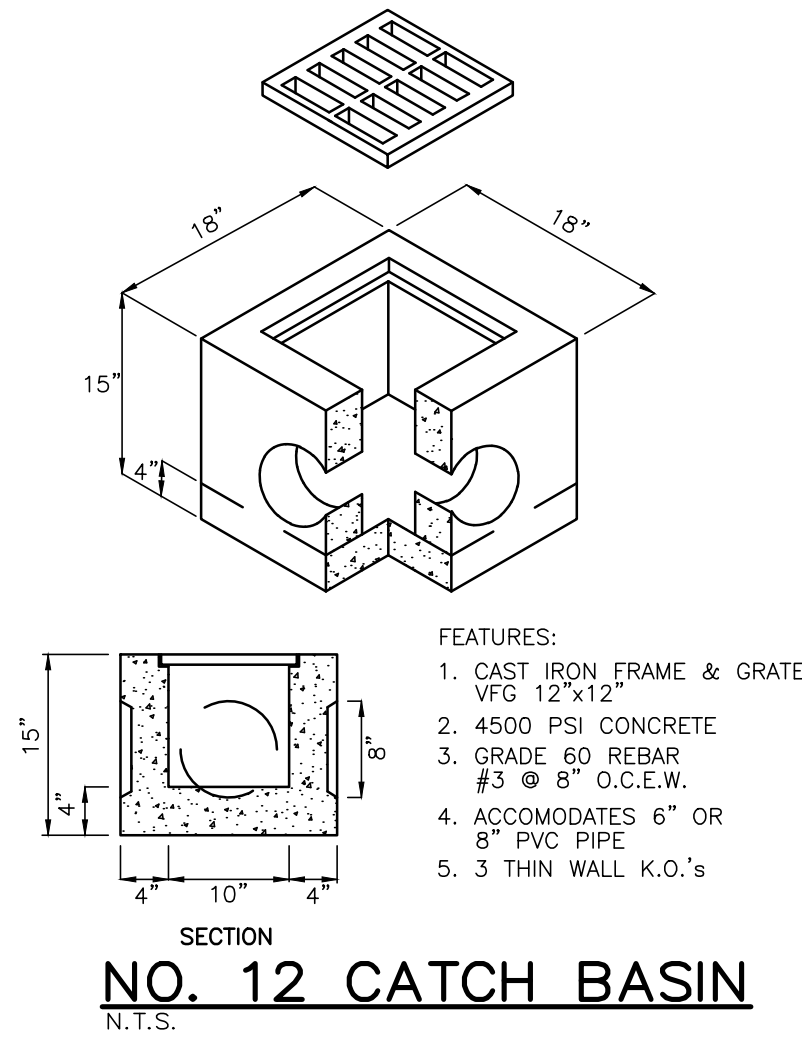
- NOTES
1. EXISTING GRADE TO BE EXCAVATED IN SUCH A MANNER TO PROVIDE A SAFE WORK AREA.
 2. INSIDE DIAMETER OF HDPE PIPE TO BE INSTALLED OVER OUTSIDE DIAMETER OF PVC PIPE A MINIMUM DISTANCE OF TWO TIMES THE HDPE DIAMETER.
 3. AREA UNDER CONNECTION MUST BE OVEREXCAVATED TO ALLOW AMPLE WORK AREA TO WRAP NON-WOVEN GEOTEXTILE.
 4. NON-WOVEN GEOTEXTILE TO BE WRAPPED AROUND CONNECTION WITH FULL SEAM OVERLAP TO PROVIDE FULL PROTECTION FROM SOIL INTRUSION.
 5. CONCRETE ENCASEMENT TO BE CAST IN PLACE AROUND CONNECTION.
 6. CONNECTION AND PIPE TO BE BACKFILLED PER ASTM D2321.
 7. PIPES MUST BE IN A STRAIGHT LINE AT THE CONNECTION. CHANGES IN PIPE DIRECTION SHALL BE MADE WITH PREFABRICATED HDPE OR PVC BENDS EITHER UPSTREAM OR DOWNSTREAM OF THE CONNECTION.

HDPE/PVC PIPE CONNECTION DETAIL
(PVC PIPE UPSTREAM OF HDPE PIPE)

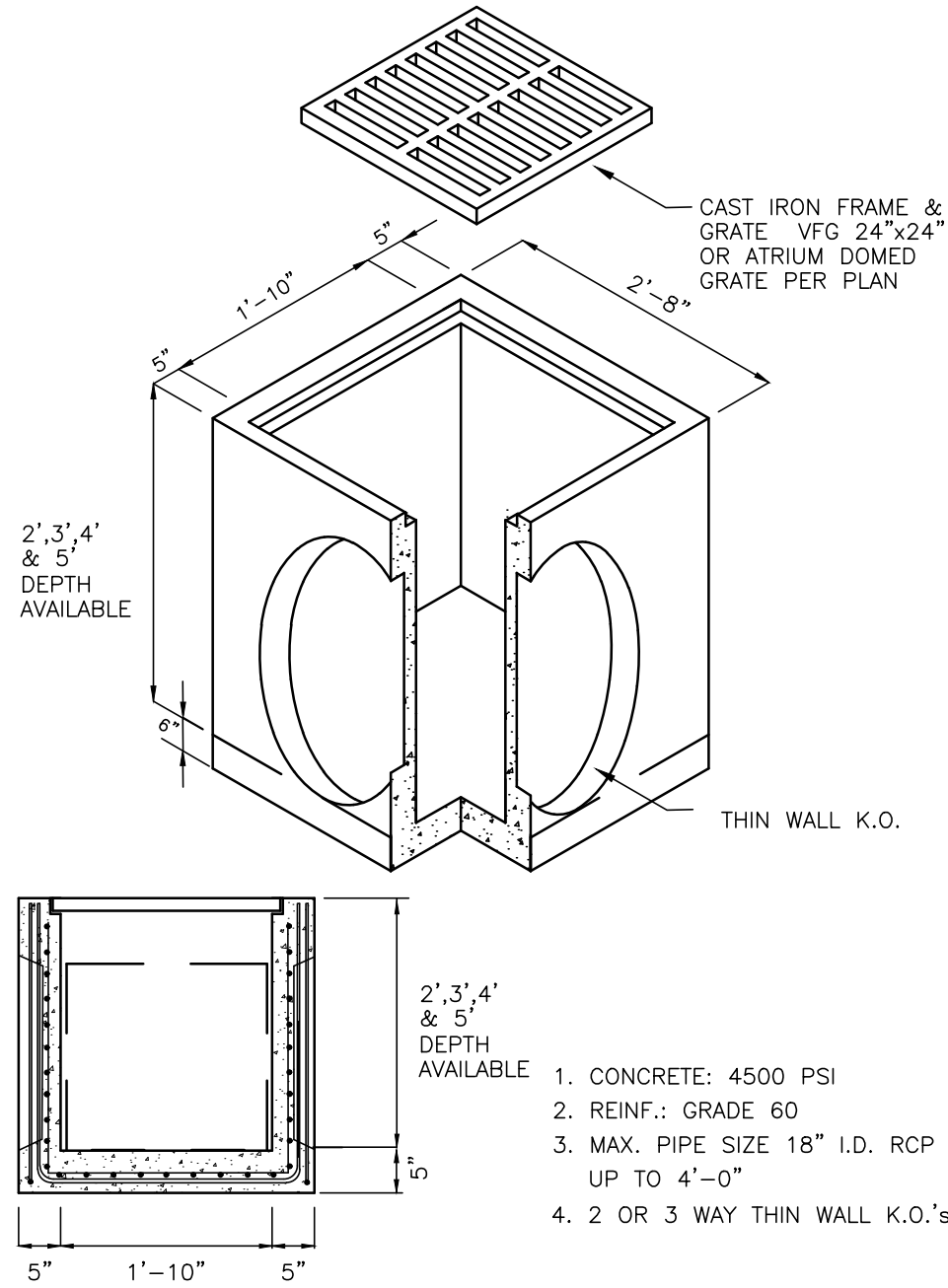


- NOTES
1. EXISTING GRADE TO BE EXCAVATED IN SUCH A MANNER TO PROVIDE A SAFE WORK AREA.
 2. INTERNAL CYLINDER ADAPTER TO BE WELDED TO ADS N-12, OUTSIDE DIAMETER TO BE INSERTED INTO INSIDE DIAMETER OF CONCRETE PIPE.
 3. AREA UNDER CONNECTION MUST BE OVEREXCAVATED TO ALLOW AMPLE WORK AREA TO WRAP NON-WOVEN GEOTEXTILE.
 4. NON-WOVEN GEOTEXTILE TO BE WRAPPED AROUND CONNECTION WITH FULL SEAM OVERLAP TO PROVIDE FULL PROTECTION FROM SOIL INTRUSION.
 5. CONCRETE ENCASEMENT TO BE CAST IN PLACE AROUND CONNECTION.
 6. CONNECTION AND PIPE TO BE BACKFILLED PER ASTM D2321.
 7. IN LIEU OF AN INTERNAL CYLINDER, AN ADS WATERTIGHT REPAIR COUPLER CAN BE USED TO CONNECT HDPE PIPE TO RCP.
 8. PIPES MUST BE IN A STRAIGHT LINE AT THE CONNECTION. CHANGES IN PIPE DIRECTION SHALL BE MADE WITH PREFABRICATED HDPE OR RCP BENDS EITHER UPSTREAM OR DOWNSTREAM OF THE CONNECTION.

HDPE/RCP PIPE CONNECTION DETAIL
(RCP PIPE DOWNSTREAM OF HDPE PIPE)



NO. 12 CATCH BASIN
N.T.S.



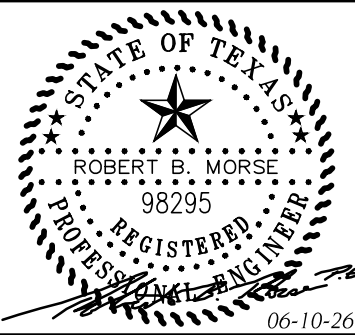
NO. 24 CATCH BASIN
N.T.S.

NOTE:
LATEST CITY GENERAL DESIGN STANDARDS
DETAILS TAKE PRECEDENCE IN CITY R.O.W.

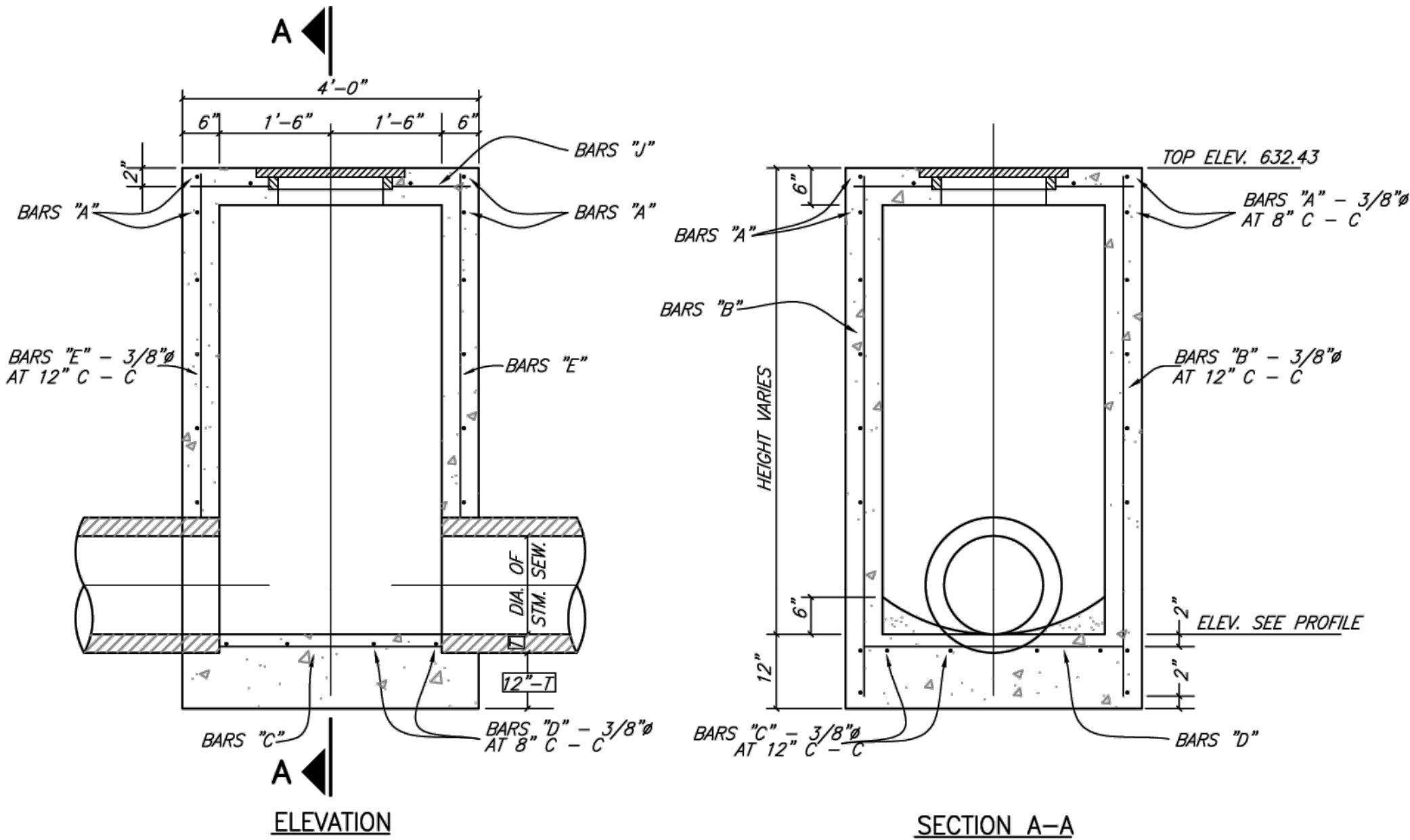
MISC. INFORMATION	REVISION	DATE	DESCRIPTION
NOTE: Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.			



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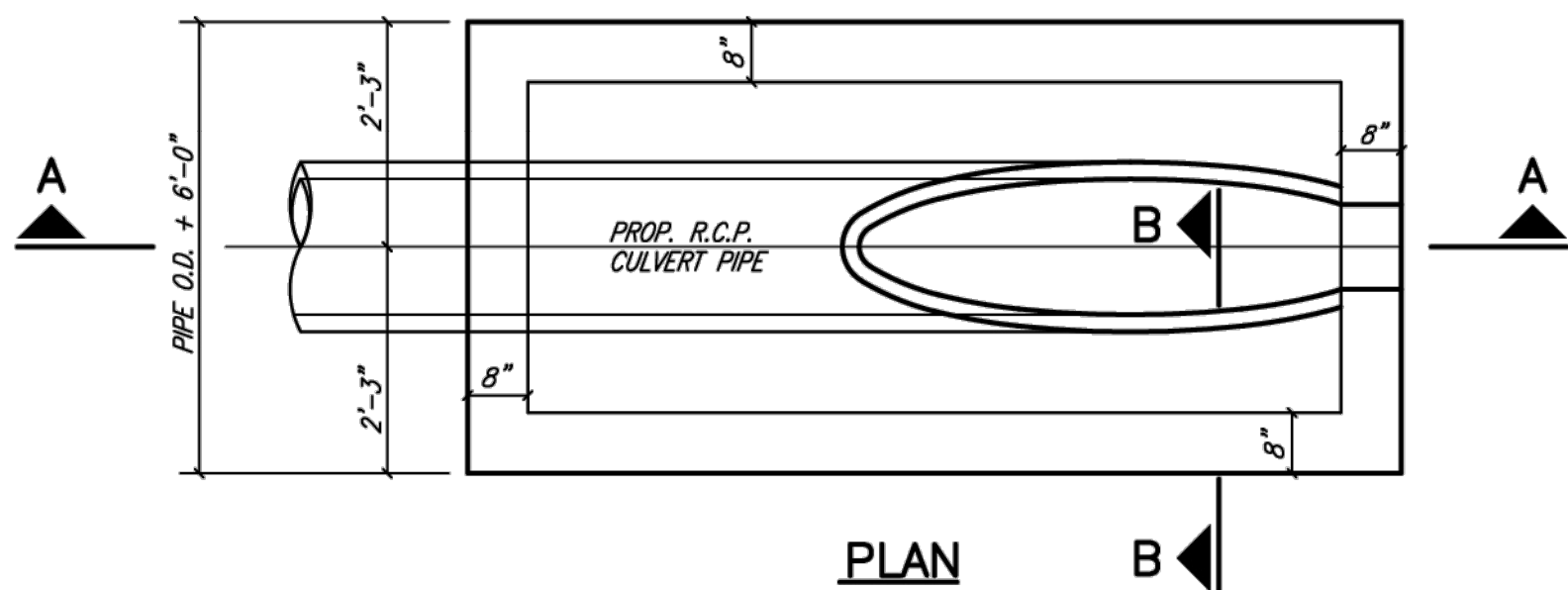


ONSITE DETAILS Aubrey ISD Administration Building Aubrey, TX 76227				
DESIGNED BY: RLK Engineering	TECH REVIEW: RLK	DRAWING FILE: 25097A DETAILS.dwg	DRAWING SCALE: N.T.S.	SHEET: CDTA2
DRAWN BY: RLK Engineering	PEER REVIEW: RLK	DRAWING DATE: 06-10-26	PROJECT NUMBER: RLK-25097	

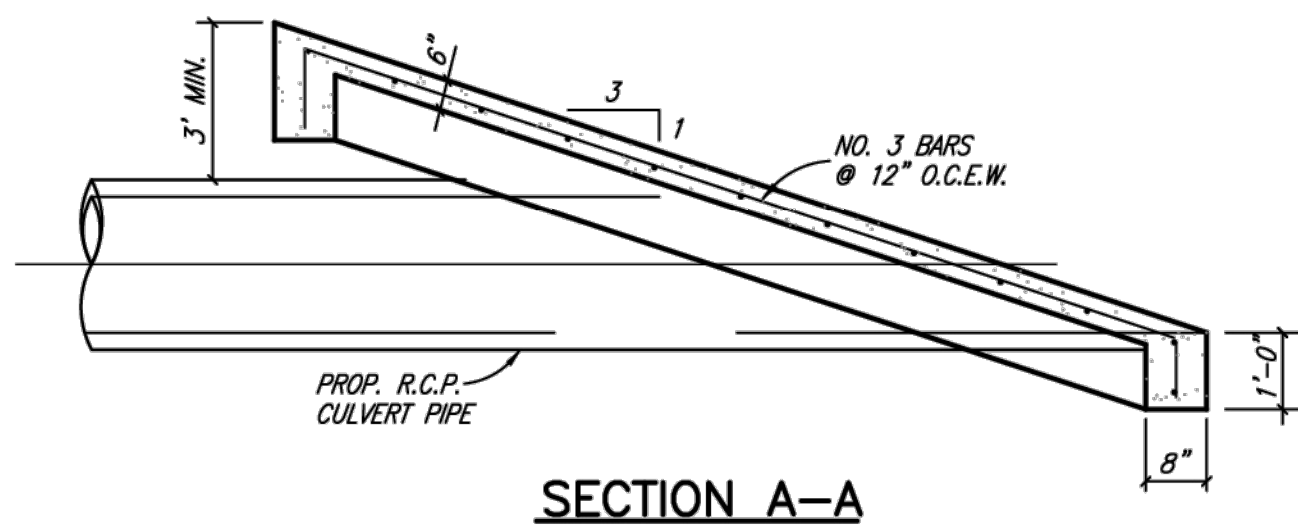


STORM SEWER TYPE A MANHOLE

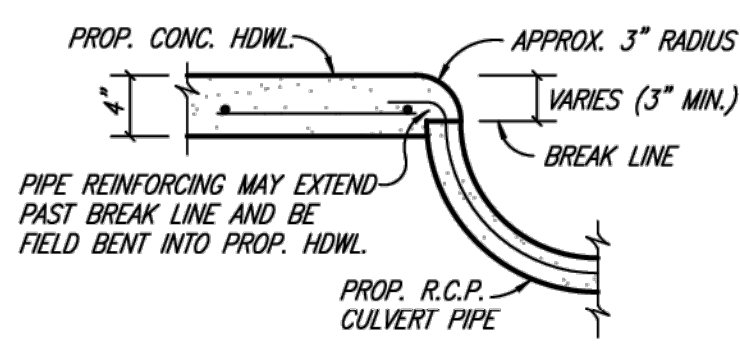
MAX. PIPE SIZE 30"
(TYPEAMH)



PLAN

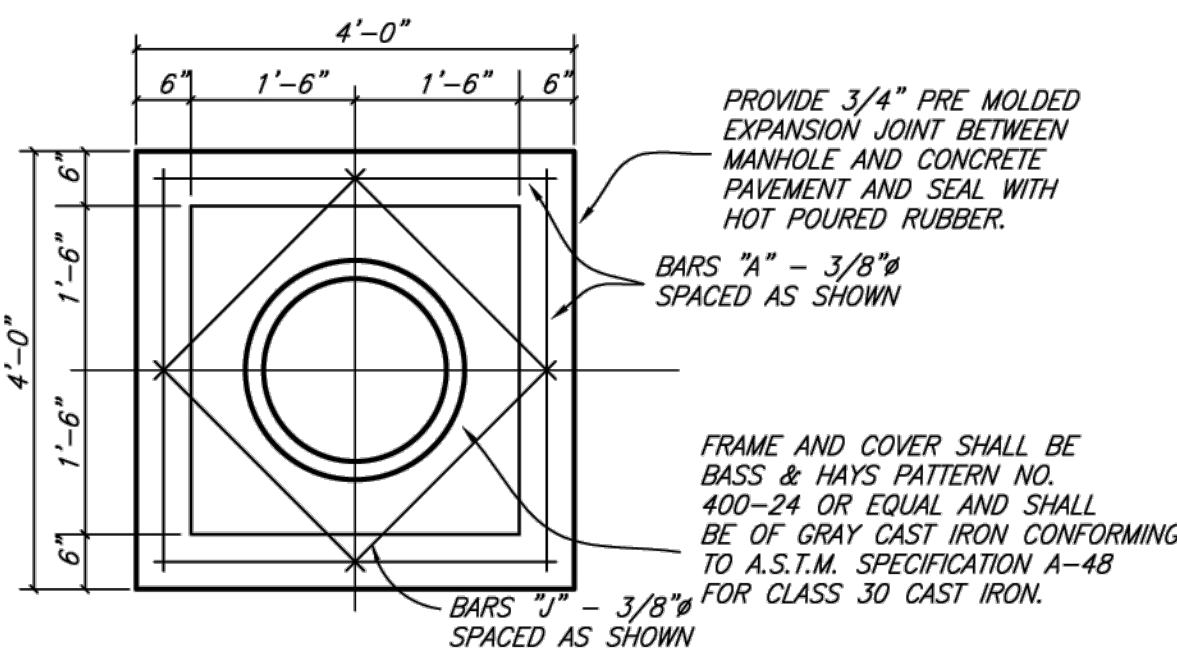


SECTION A-A



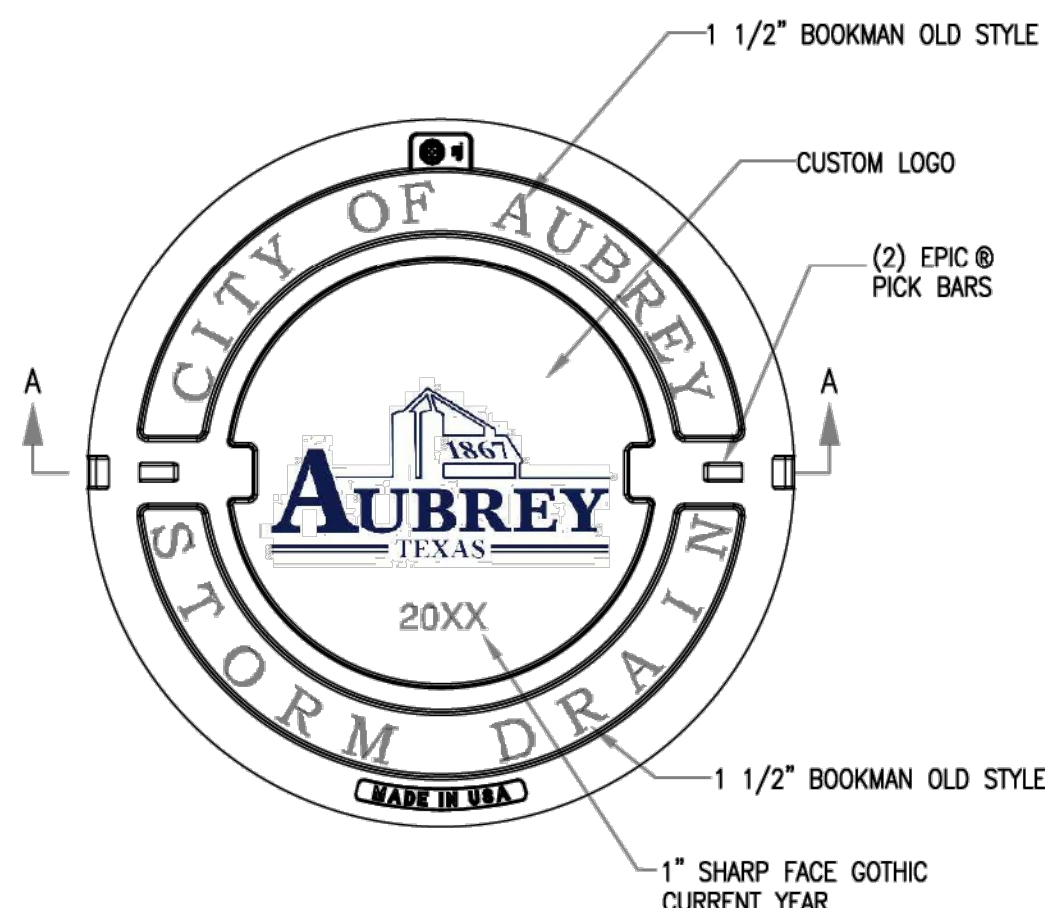
SECTION B-B

SLOPED CONCRETE HEADWALL

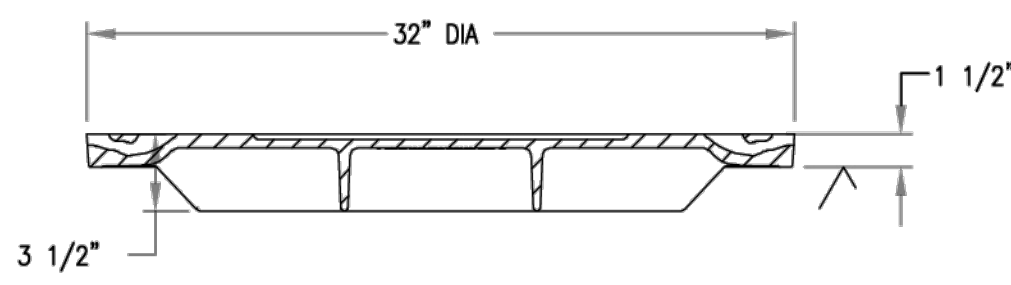


TOP PLAN TYPE A & TYPE B STORM SEWER MANHOLE

(MH-TOP)

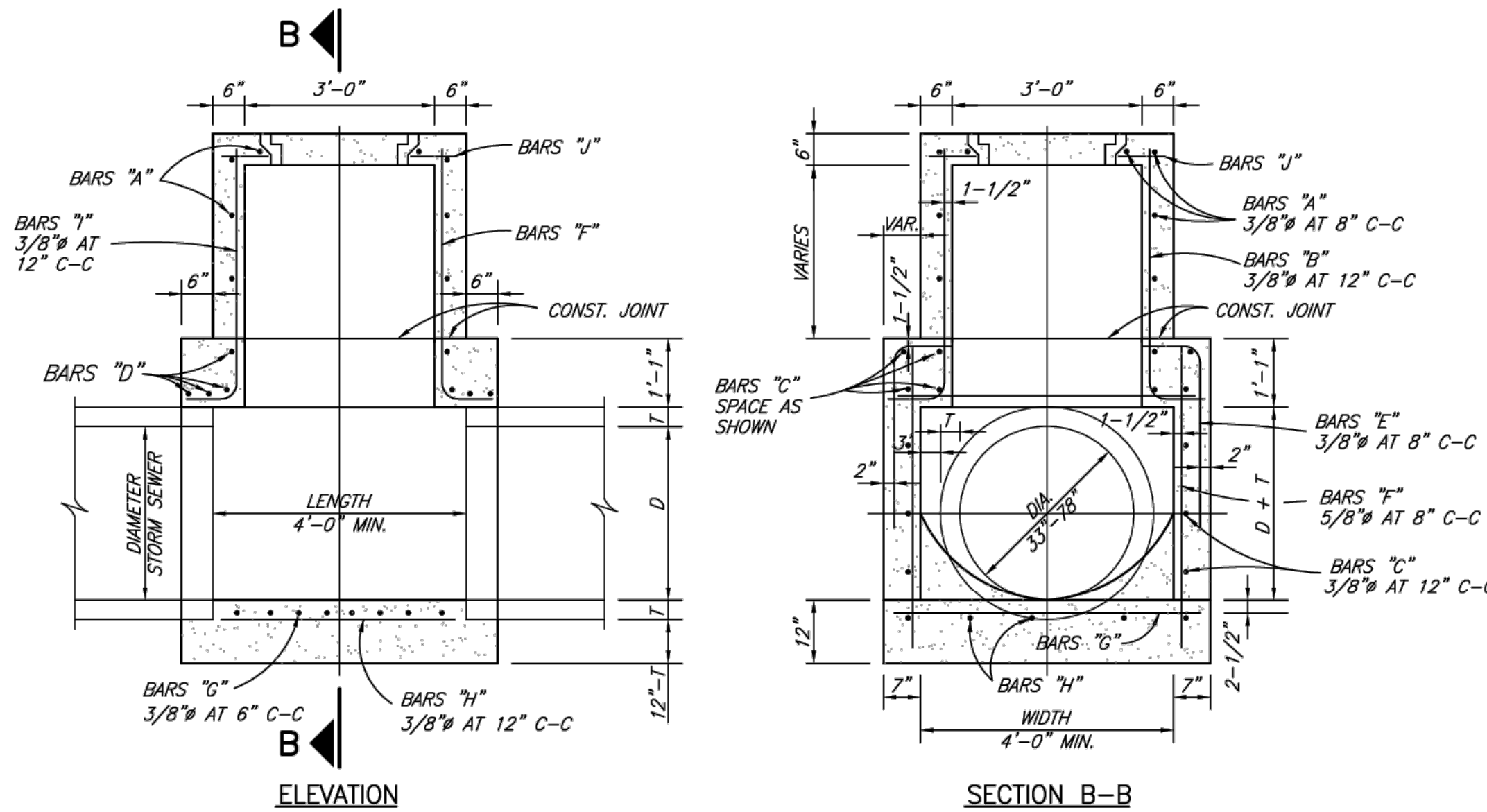


PLAN OF STORM DRAIN COVER



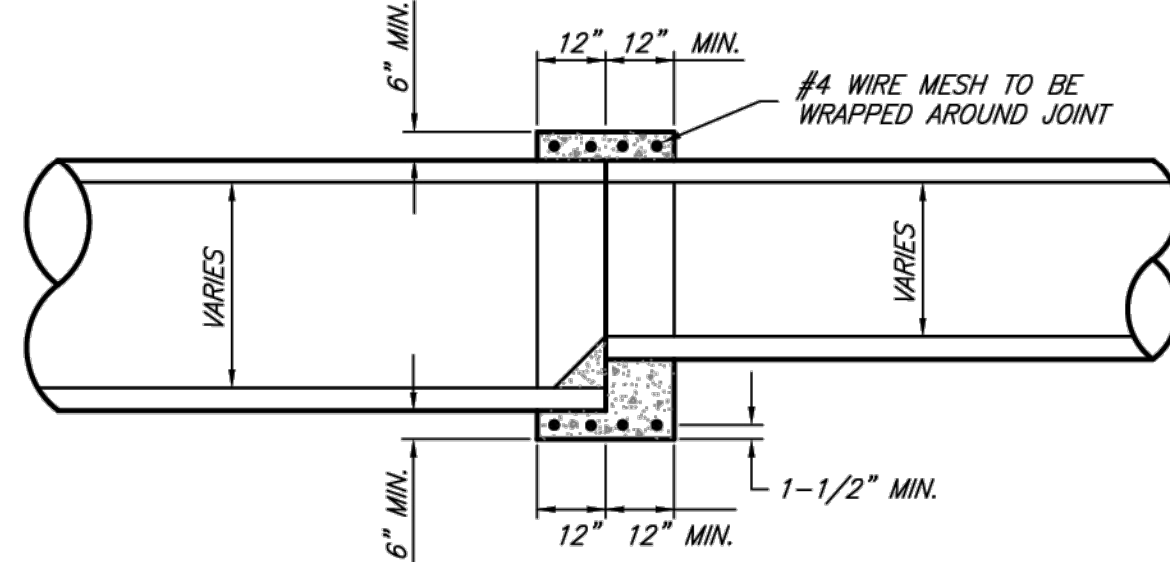
SECTION A-A OF COVER

STORM DRAIN INLET COVER
BASS & HAYS COVER, PART# VRM30-LID98 OR EJ 1408A1 COVER,
BASS & HAYS FRAME, PART# VRM30 RING
(MH-COV5)



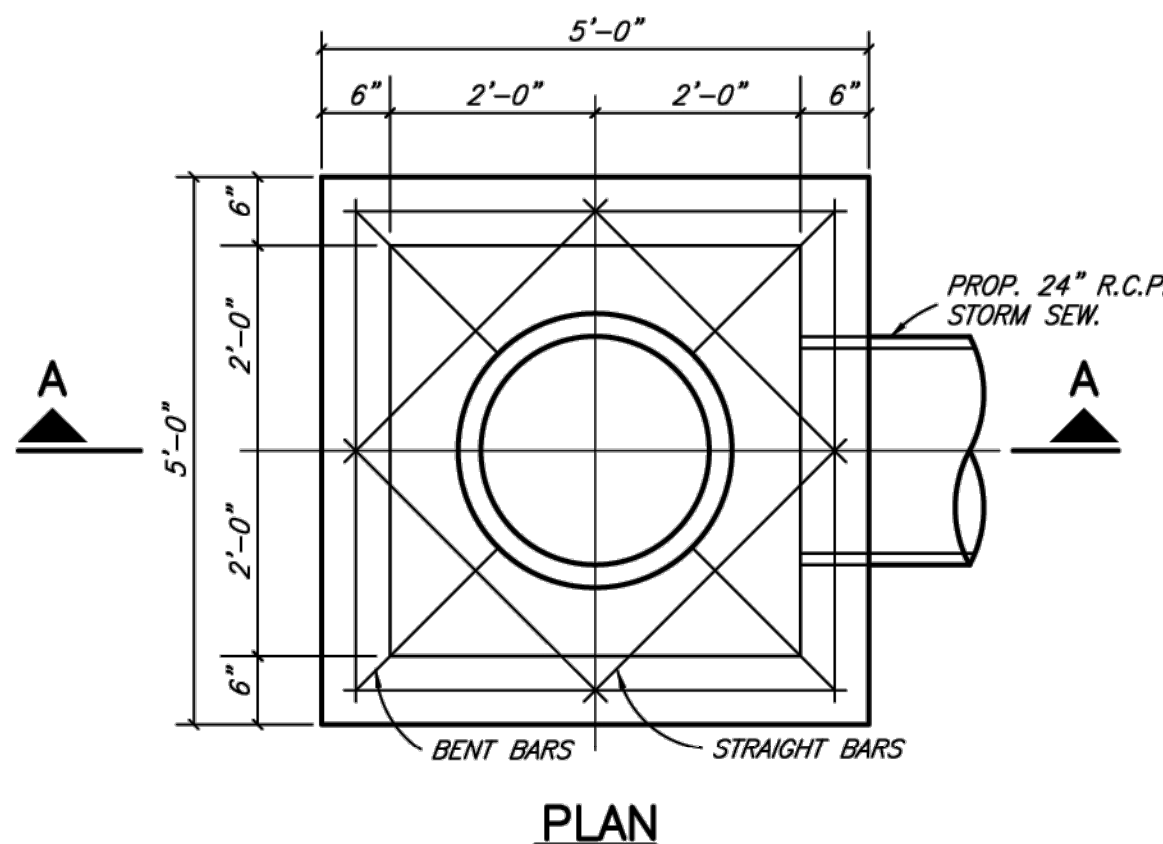
TYPE B STORM SEWER MANHOLE

MAX. PIPE SIZE 78"
(TYPEBMH)

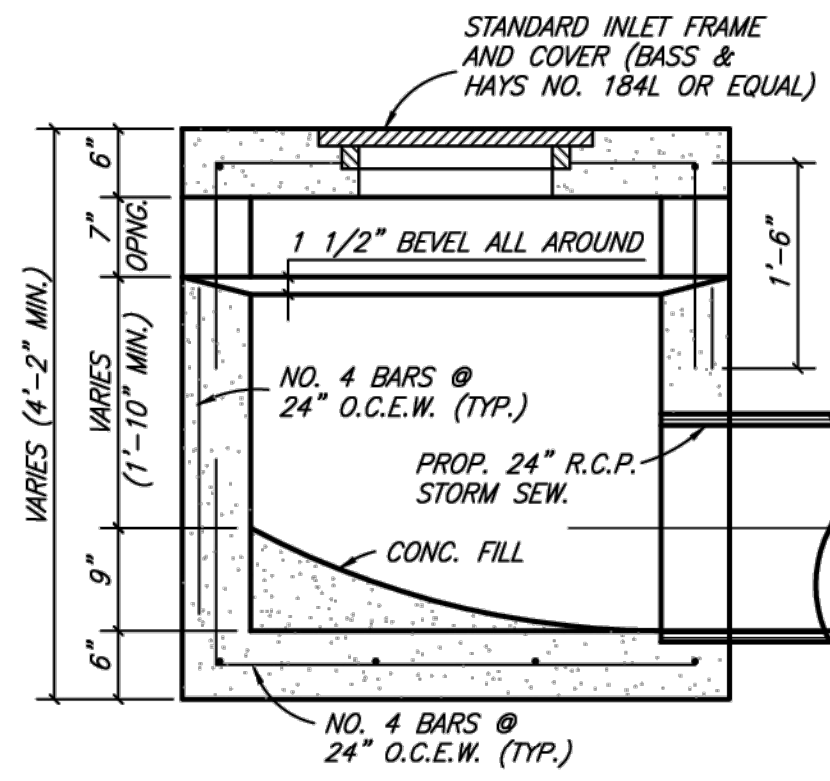


DETAIL OF CONCRETE COLLAR FOR R.C.P. OR R.C.A.P. CONNECTIONS

INSIDE JOINT SHALL BE CONCRETE MORTAR
(CONCCOL)



PLAN



SECTION A-A

STANDARD DROP INLET

CITY OF AUBREY, TEXAS

STANDARD CONSTRUCTION DETAILS
STORM SEWER / INLET / DETAILS

AUGUST, 2024

SHEET NO.

15

REVISED: 8/19/24 - NPandey

H:\Projects\Aubrey\4000\360-Standard Construction Details\Standard Details 2.0\Aubrey-15.dwg

PLOT SCALE: 1:2

PLOT STYLE: 11x17.ctb

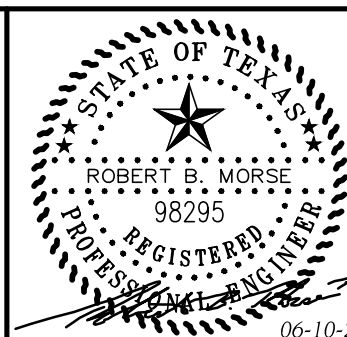
PLOTTED BY: Nabin Pandey ON 8/19/2024

NOTE:
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REVISION	DATE	DESCRIPTION

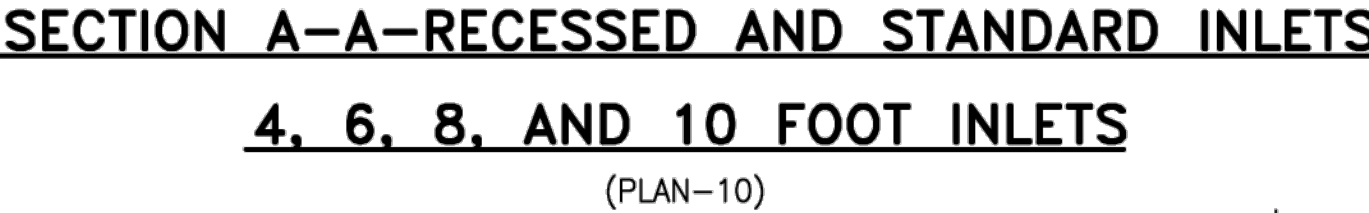


RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579



CITY DETAILS
Aubrey ISD Administration Building
Aubrey, TX 76227

DESIGNED BY: RLK Engineering	TECH REVIEW: RLK	DRAWING FILE: 25097A DETAILS.dwg	DRAWING SCALE: N.T.S.	SHEET: CDTA3
DRAWN BY: RLK Engineering	PEER REVIEW: RLK	DRAWING DATE: 06-10-26	PROJECT NUMBER: RLK-25097	



1. THE FLOOR OF THE EXCAVATION FOR INLET BOX MUST PROVIDE A FIRM, LEVEL BED FOR THE BASE SECTION TO REST UPON.
2. A MINIMUM OF 6 INCHES OF 1" DIAMETER (MAXIMUM) ROCK OR GRAVEL SHALL BE USED TO PREPARE THE BEDDING TO FINAL GRADE OR LIFT OF THIS. AT LEAST 6 INCHES OF 2-SACK CEMENT-STABILIZED SAND SHALL BE USED TO PREPARE THE BEDDING TO GRADE. CEMENT STABILIZED-SAND SHALL BE ALLOWED TO SET BY KEEPING HOLE PUMPED DRY.
3. AFTER CASING HAS BEEN INSTALLED ON THE PROPER BEDDING, THE BACKFILL MATERIAL, WHICH IS FREE FLOWING AND CLEAR OF ROCKS, IN EXCESS OF 4" DIAMETER AND OTHER LUMPS WHICH WOULD PROHIBIT PROPER COMPACTION, SHALL BE COMMENCED IN LIFTS OF NO MORE THAN 18". THE MATERIAL USED FOR BACKFILL SHOULD BE A TYPE SUITABLE TO OBTAIN THE DENSITY REQUIREMENTS FOR THE SPECIFIC JOB.



STORM DRAIN INLET COVER

BASS & HAYS COVER PART# 30024C82LID OR EJ 2023A COVER,
BASS & HAYS FRAME PART# 28024R RING
(MH-COV4)



4, 6, 8 AND 10 FOOT INLETS

(STDINLT1)

REINFORCING STEEL SCHEDULE

DIMENSIONS SHOWN ARE FOR MAXIMUM SIZE INLETS						
INLET LENGTH	BAR TYPE	BAR DIA. (1/8" IN.)	NO. REQ'D	BAR DIMENSIONS		
				A	B	C
4	A	3	6	3'-2"	0'-3"	-
	B	3	1	2'-10"	-	-
	C	4	15	4'-8"	0'-6"	-
	D	4	5	4'-8"	-	-
	F	4	1	3'-2"	-	-
	G	3	5	2'-0"	1'-3"	-
	H	3	6	*	*	*
	N	3	3	3'-2"	3'-2"	3'-2"
6	A	3	9	3'-2"	0'-3"	-
	B	3	1	4'-10"	-	-
	C	4	15	6'-8"	0'-6"	-
	D	4	5	4'-8"	-	-
	F	4	1	3'-2"	-	-
	G	3	5	2'-0"	1'-3"	-
	H	3	9	*	*	*
	N	3	3	3'-2"	3'-2"	3'-2"
8	A	3	12	3'-2"	0'-3"	-
	B	4	1	6'-10"	-	-
	C	4	15	8'-8"	0'-6"	-
	D	4	5	4'-8"	-	-
	F	4	1	3'-2"	-	-
	G	3	5	2'-0"	1'-3"	-
	H	3	12	*	*	*
	N	3	3	3'-2"	3'-2"	3'-2"
10	A	3	13	3'-2"	0'-3"	-
	B	3	2	8'-10"	-	-
	C	4	16	10'-8"	0'-6"	-
	D	4	4	4'-8"	-	-
	E	5	6	10'-8"	-	-
	G	3	5	2'-0"	1'-3"	-
	H	3	14	*	*	*
	I	4	8	4'-8"	3'-2"	3'-2"
	L	4	5	4'-3"	-	-

* SEE DIAGRAM FOR DIMENSIONS.
4', 6', 8' AND 10' INLETS

BAR DIAGRAMS

(BARDIAG)

CITY OF AUBREY, TEXAS

STANDARD CONSTRUCTION DETAILS

STORM SEWER / INLET

SHEET NO.

AUGUST, 2024

SHEET NO.

13

REVISÉ: 8/19/24 – NPandey

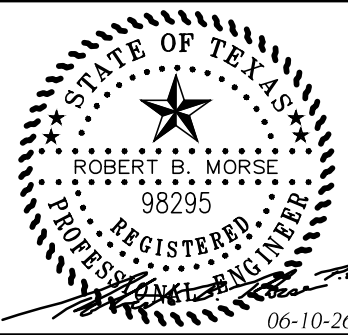
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PLOT SCALE: 1:2

PLOT STYLE: 11x17.ctb

PLOTTED BY: Nabin Pandey ON 8/19/2024

ENGINEERING, INC.
11 West Main
En, Texas 75013
(214) 359-1733 Off
(214) 359-1833 Fax
Registration No. 579



CITY DETAILS

Aubrey, TX 76227

DESIGNED BY:
RLK Engineering

DRAWN BY:
RLK Engineering

TECH REVIEW	RLK
PEER REVIEW	RLK

DRAWING FILE:
25097A DETAILS.dwg

DRAWING DATE:
06-10-26

DRAWING SCALE:
N.T.S.

PROJECT NUMBER
RLK: 25097

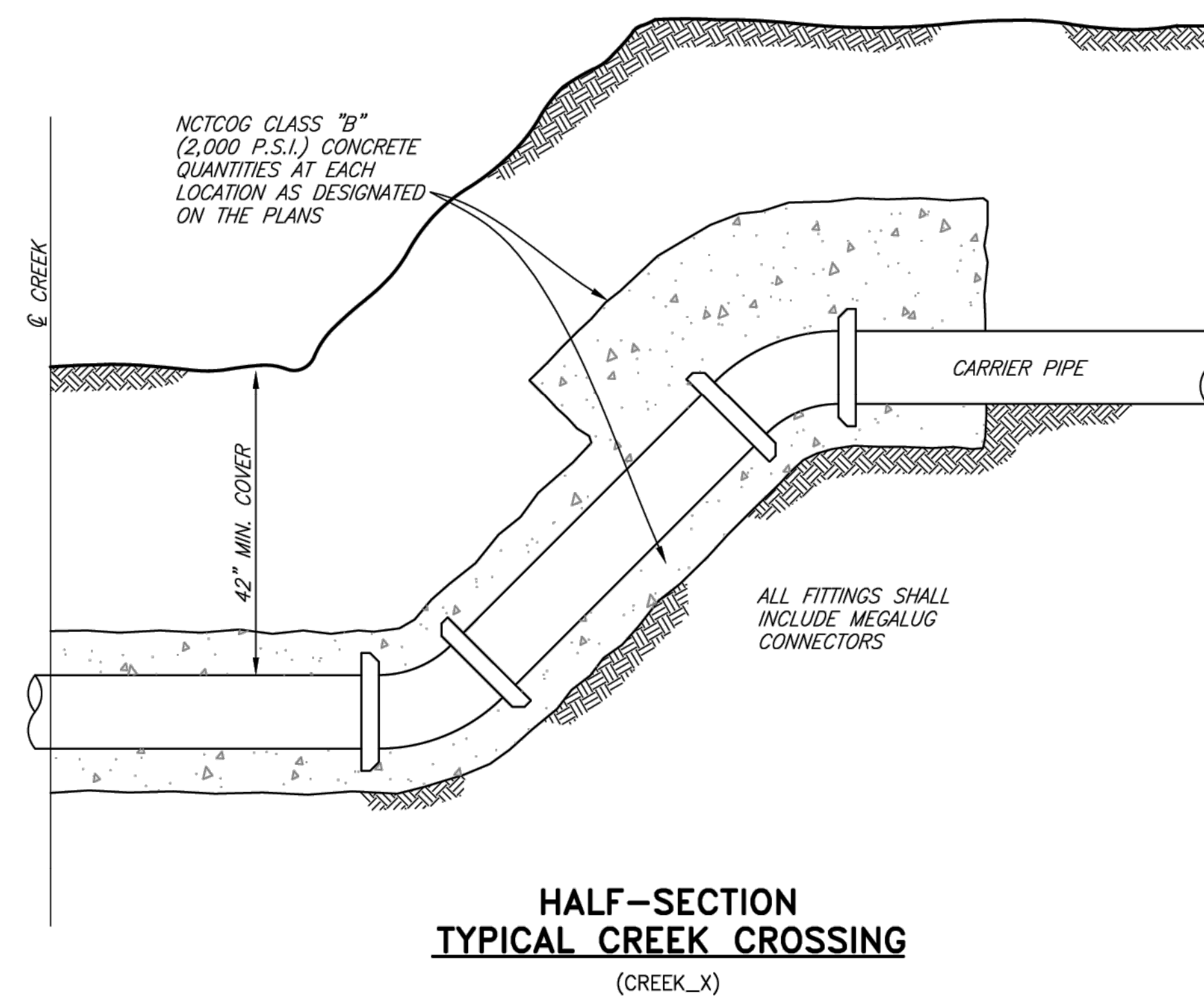
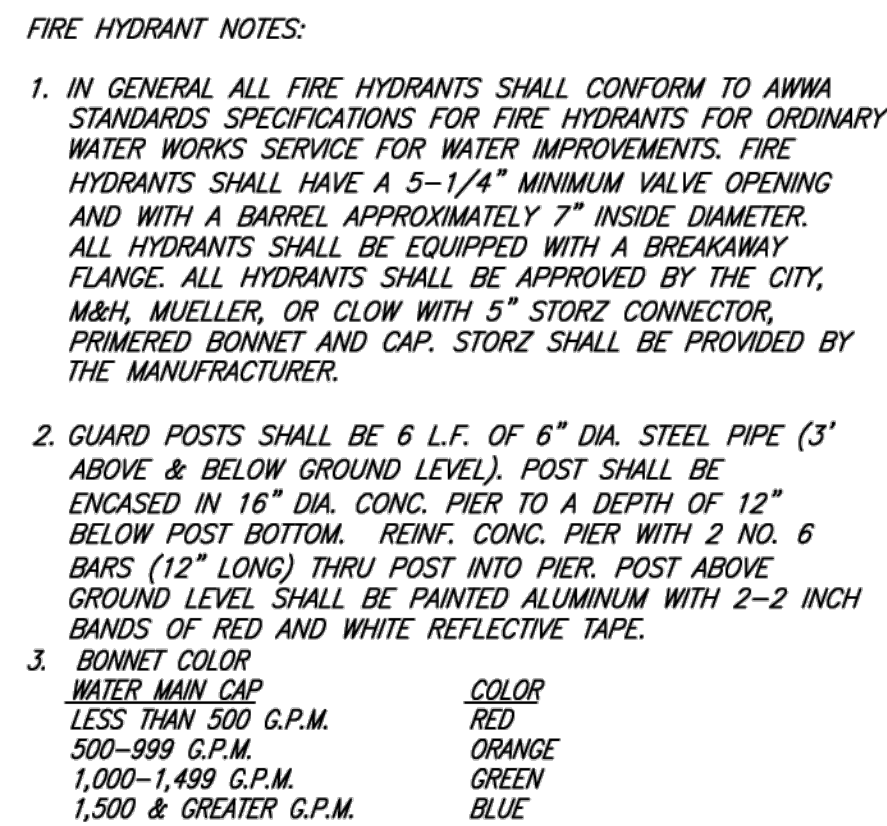
SHEET:

CDTA4

NOTE:
Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.

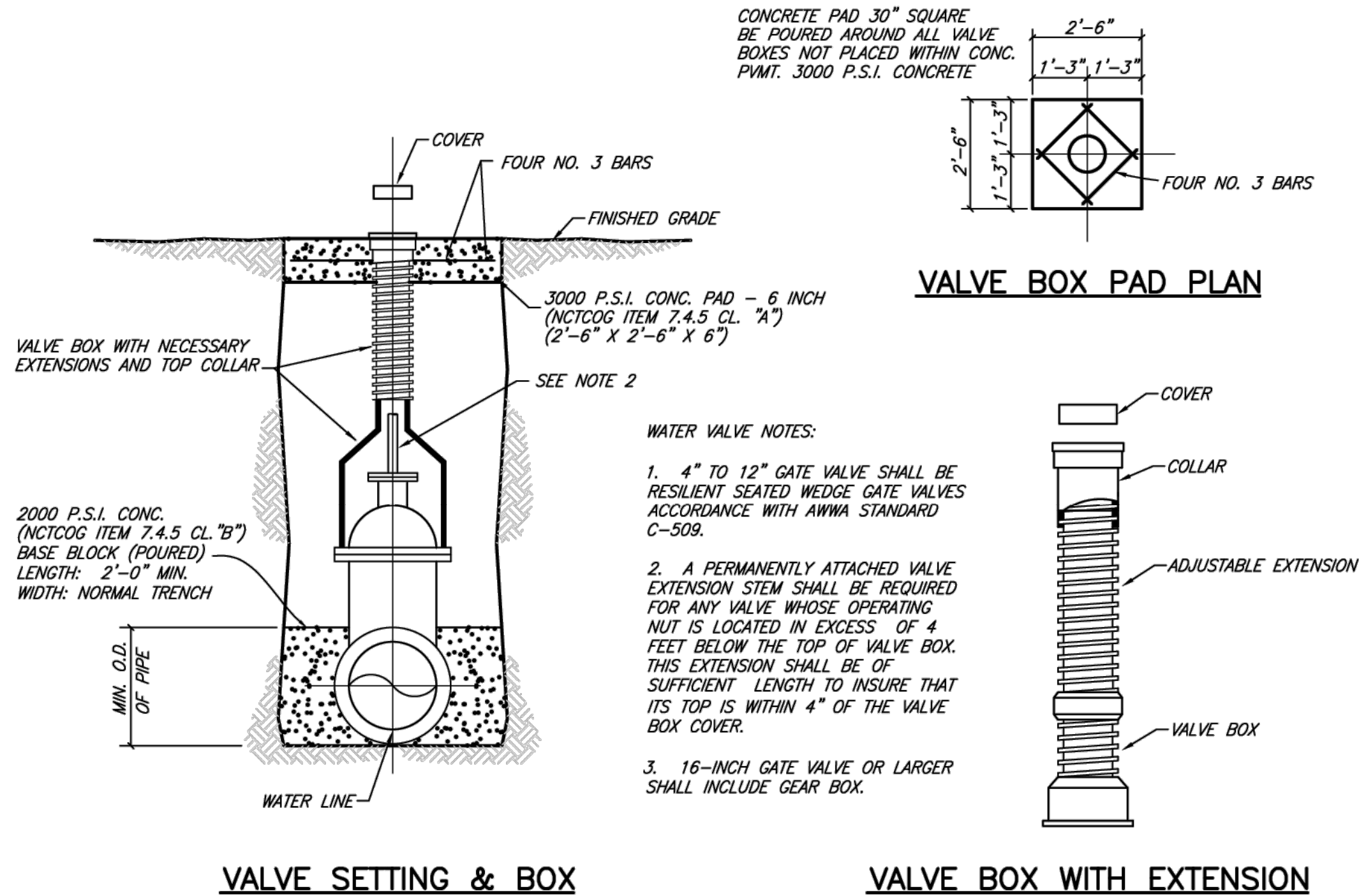
The logo for RLK Engineering, featuring the letters "RLK" in a large, bold, italicized sans-serif font, with the word "ENGINEERING" in a smaller, all-caps sans-serif font below it, separated by a horizontal line.

Page 860 of 1060

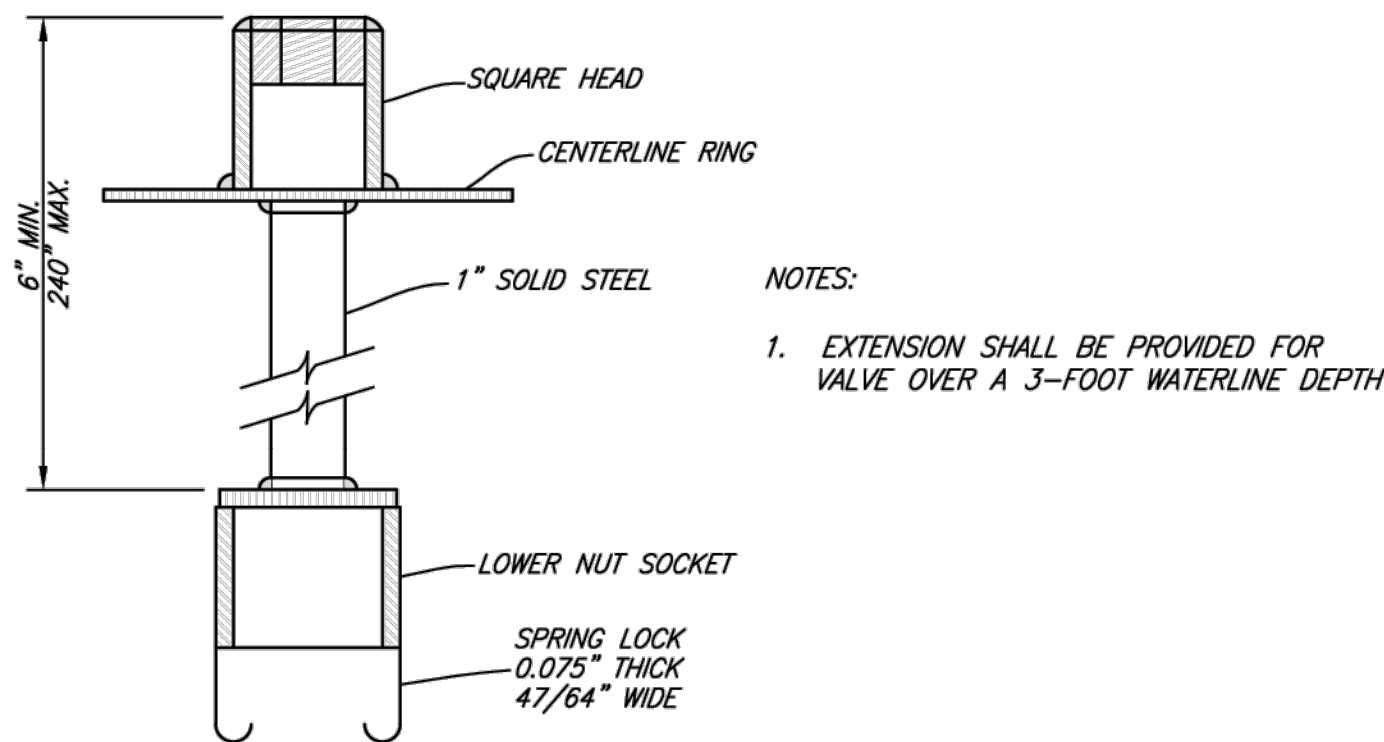


REVISED: 8/19/24 - NPandey H:\Projects\Aubrey\4000\360-Standard Construction Details\Standard Details 2.0\Aubrey-18.dwg PLOT SCALE: 1:2 PLOT STYLE: 11x17.ctb PLOTTED BY: Nabin Pandey ON 8/19/2024

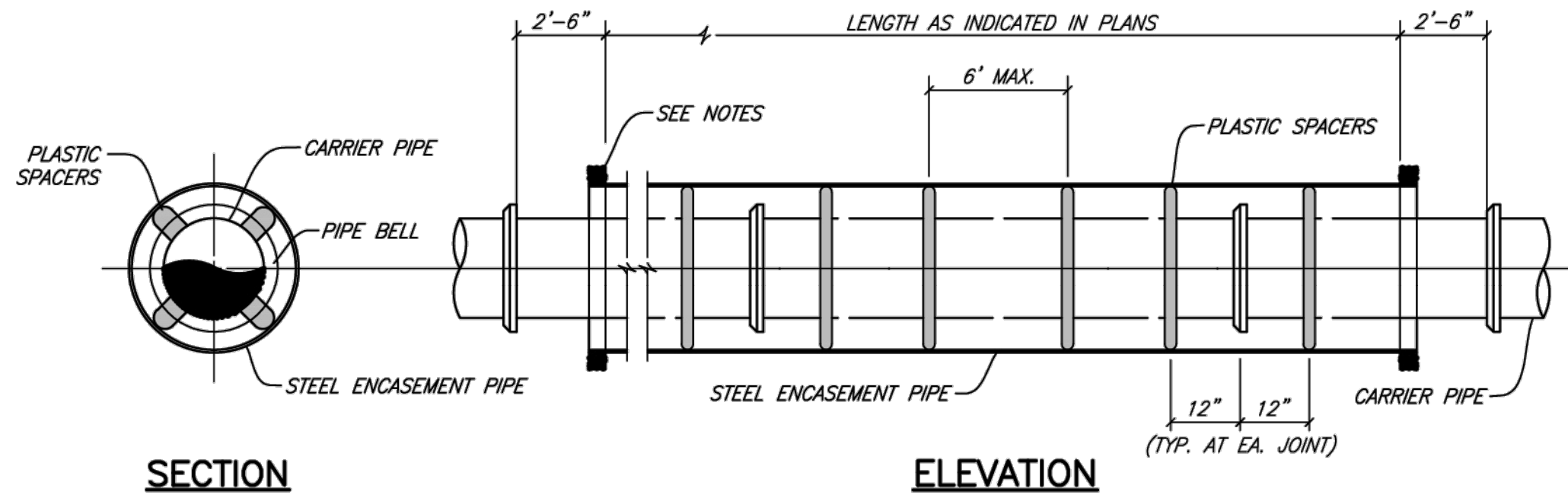
Jun 10, 2026 - 10:15am User: chase



GATE VALVE INSTALLATION
(YARDVLV)



SPRING LOCK VALVE EXTENSION
(LOCK)



ENCASED ROAD BORE
NO SCALE

- NOTES:**
- 1) PREFABRICATED PLASTIC SPACERS MUST BE APPROVED BY THE OWNER.
 - 2) CONTRACTOR SHALL PROVIDE SUPPORT UNDER CARRIER PIPE TO HAVE MIN. 1" CLEARANCE BETWEEN PIPE BELL AND ENCASEMENT PIPE.
 - 3) ENDS OF ENCASEMENT PIPE SHALL BE PLUGGED WITH BRICK AND MORTAR FOR ROADWAY CROSSINGS. PLUGS SHALL BE CONSTRUCTED WITH A WEEP HOLE.



CITY OF AUBREY, TEXAS
STANDARD CONSTRUCTION DETAILS
WATER

AUGUST, 2024

SHEET NO.
19

REVISED: 8/19/24 - NPandey

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PLOT SCALE: 1:2

PLOT STYLE: 11x17.ctb

PLOTTED BY: Nabin Pandey ON 8/19/2024

MISC. INFORMATION

REVISION

DATE

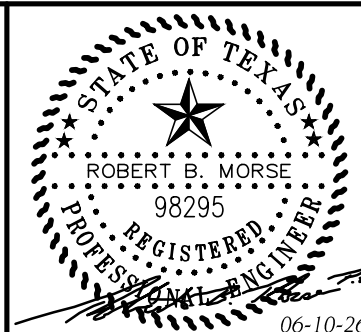
DESCRIPTION

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CITY DETAILS
Aubrey ISD Administration Building
Aubrey, TX 76227

DESIGNED BY:
RLK Engineering

TECH REVIEW:
RLK

DRAWING FILE:
25097A DETAILS.dwg

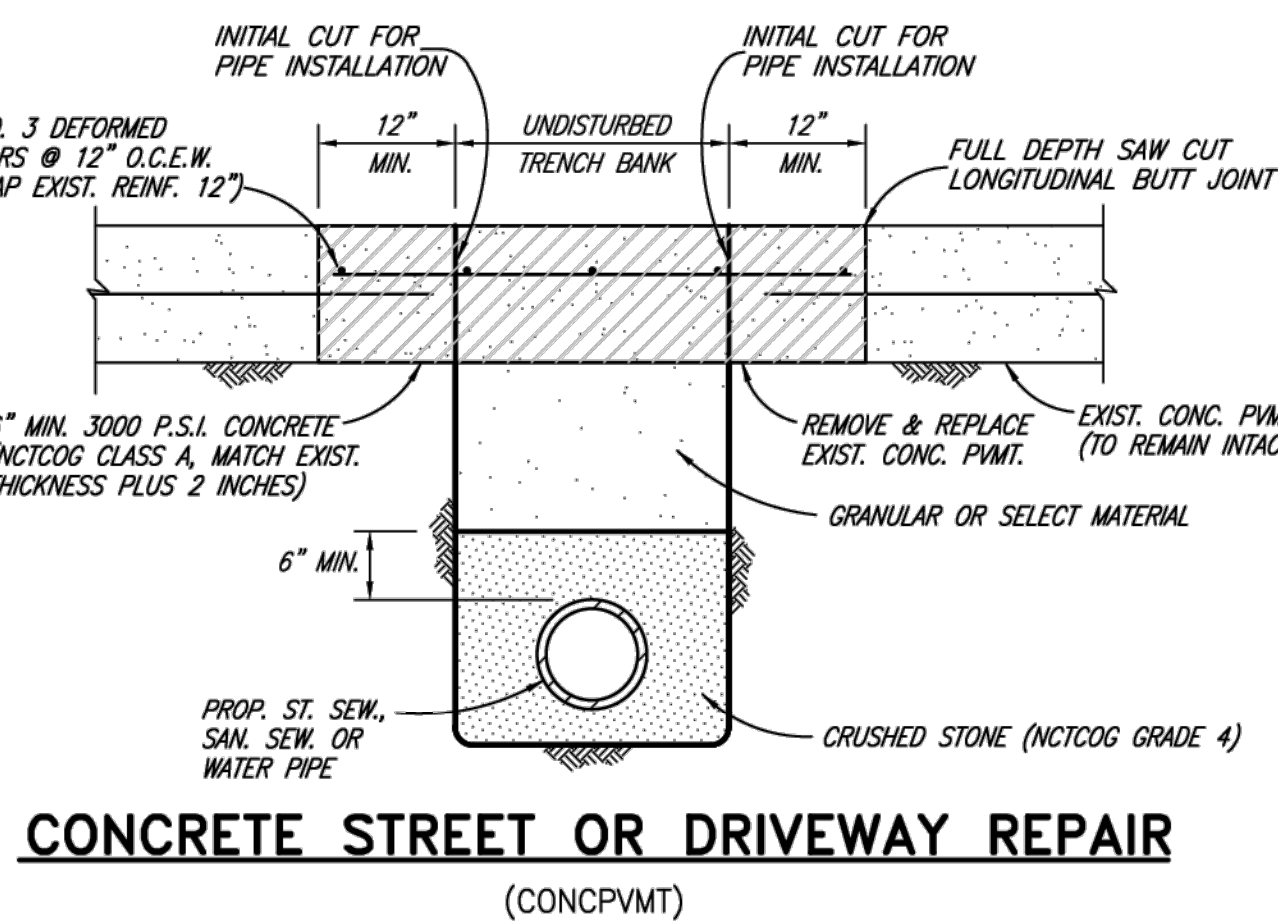
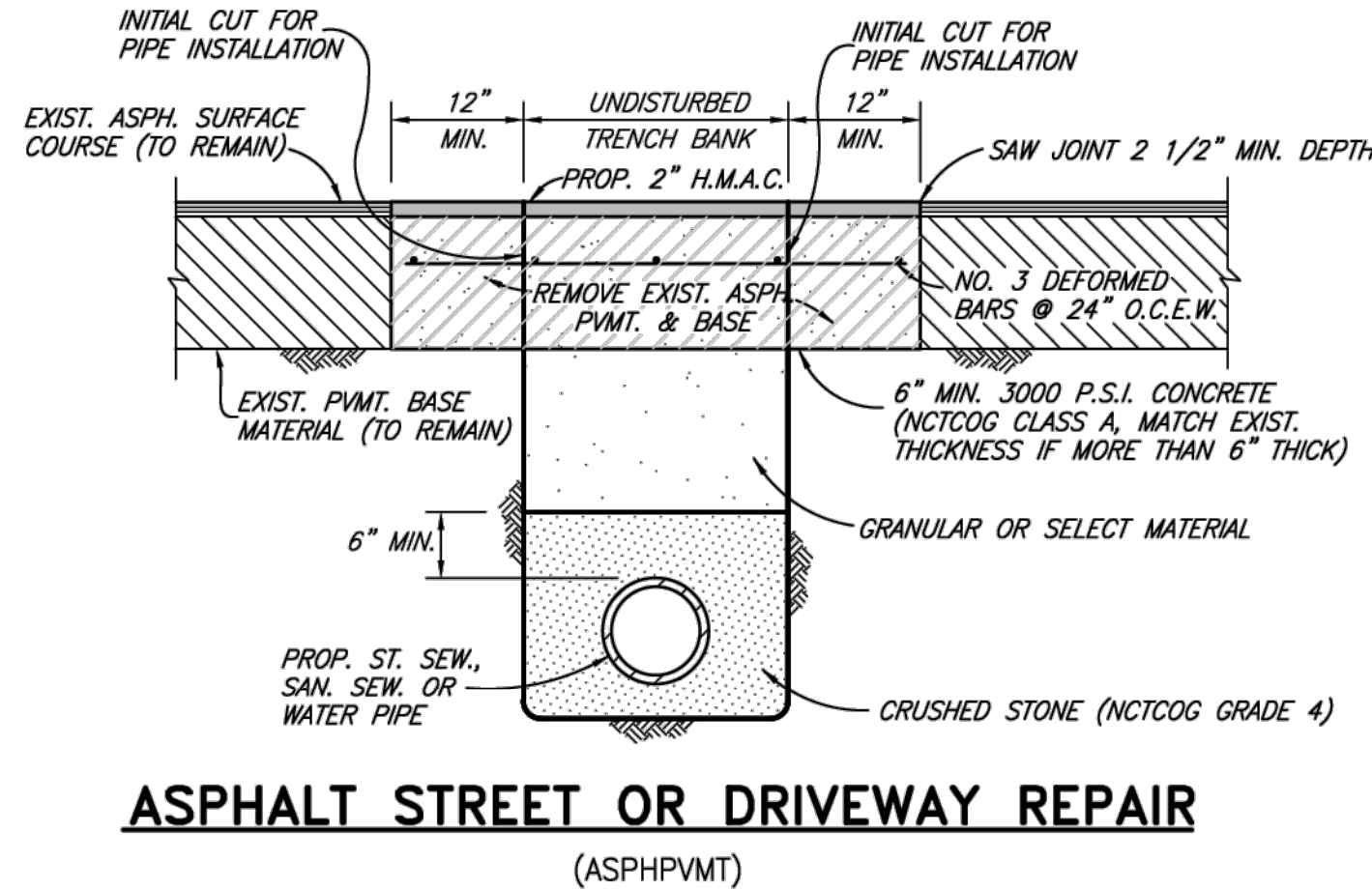
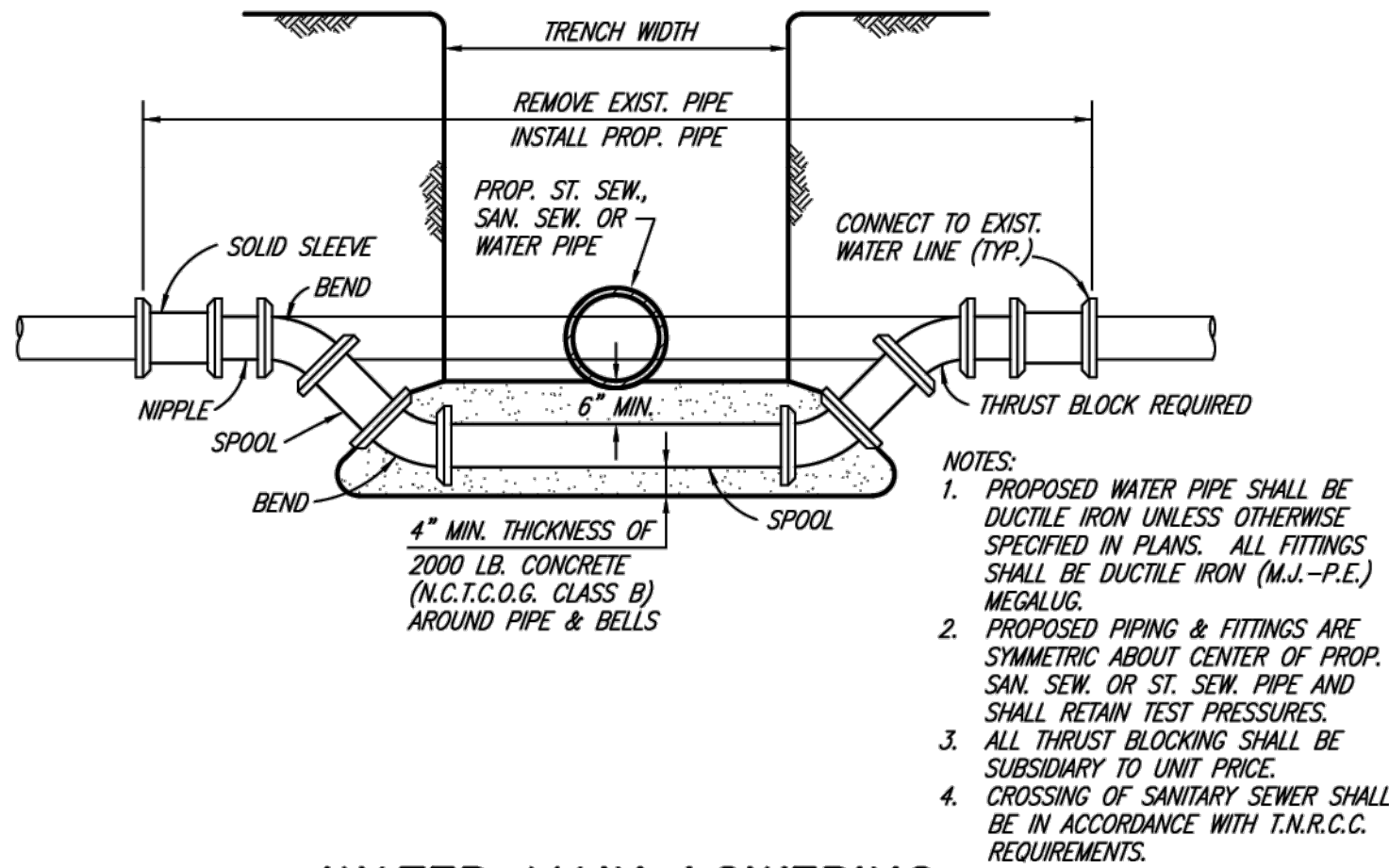
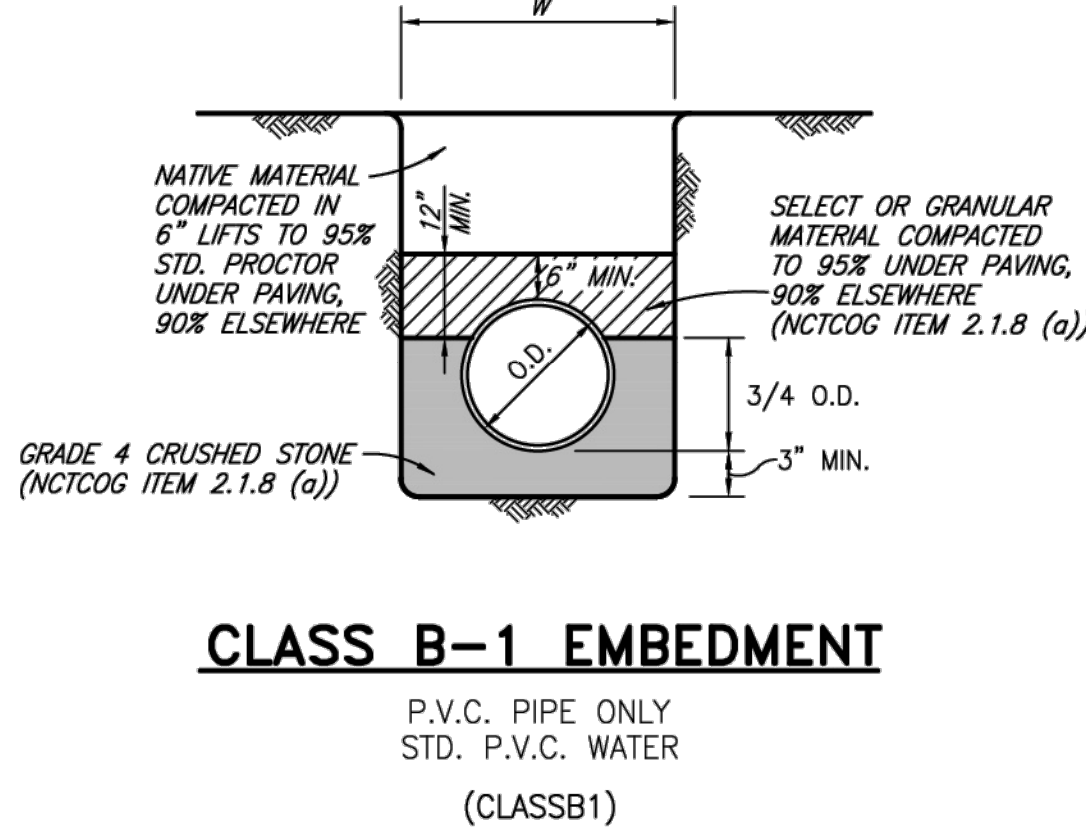
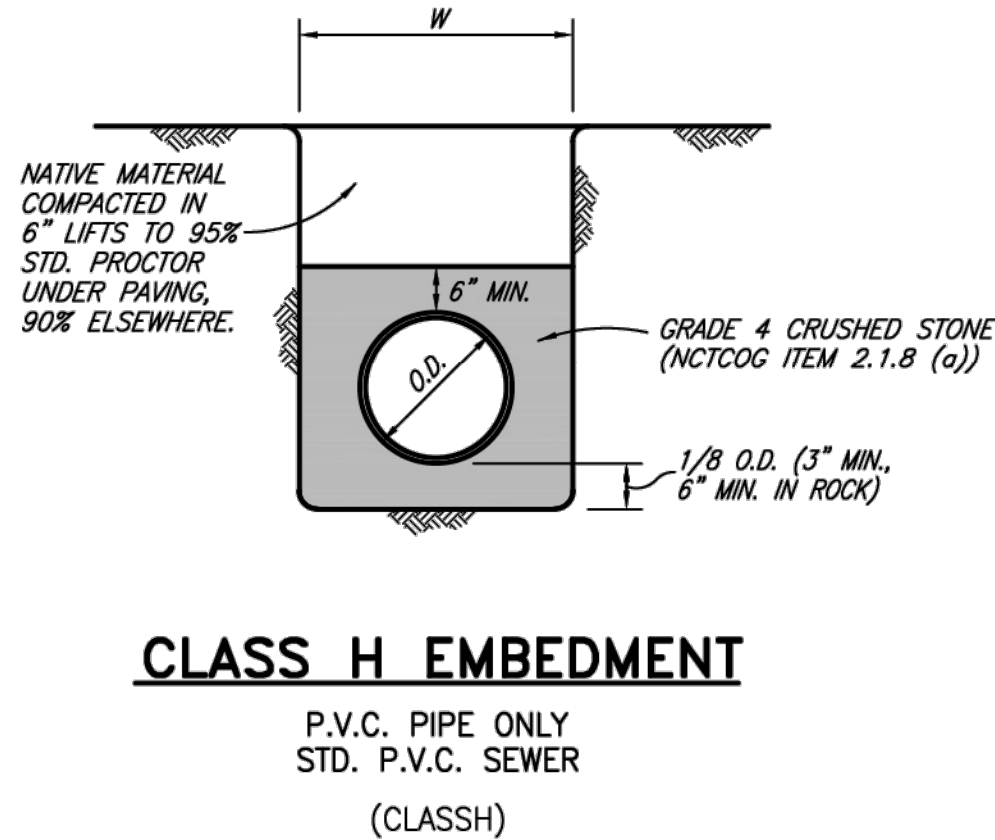
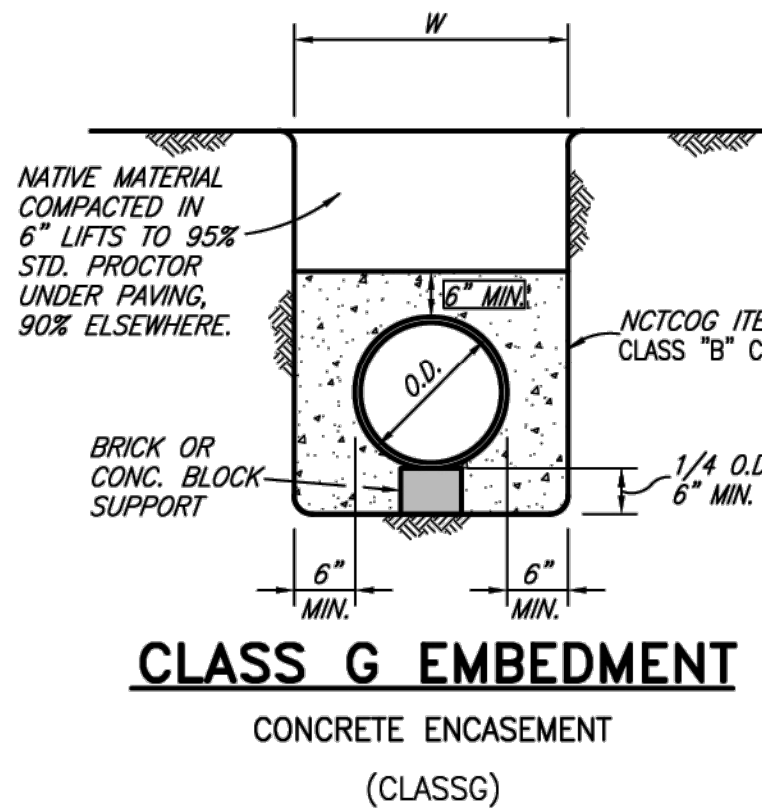
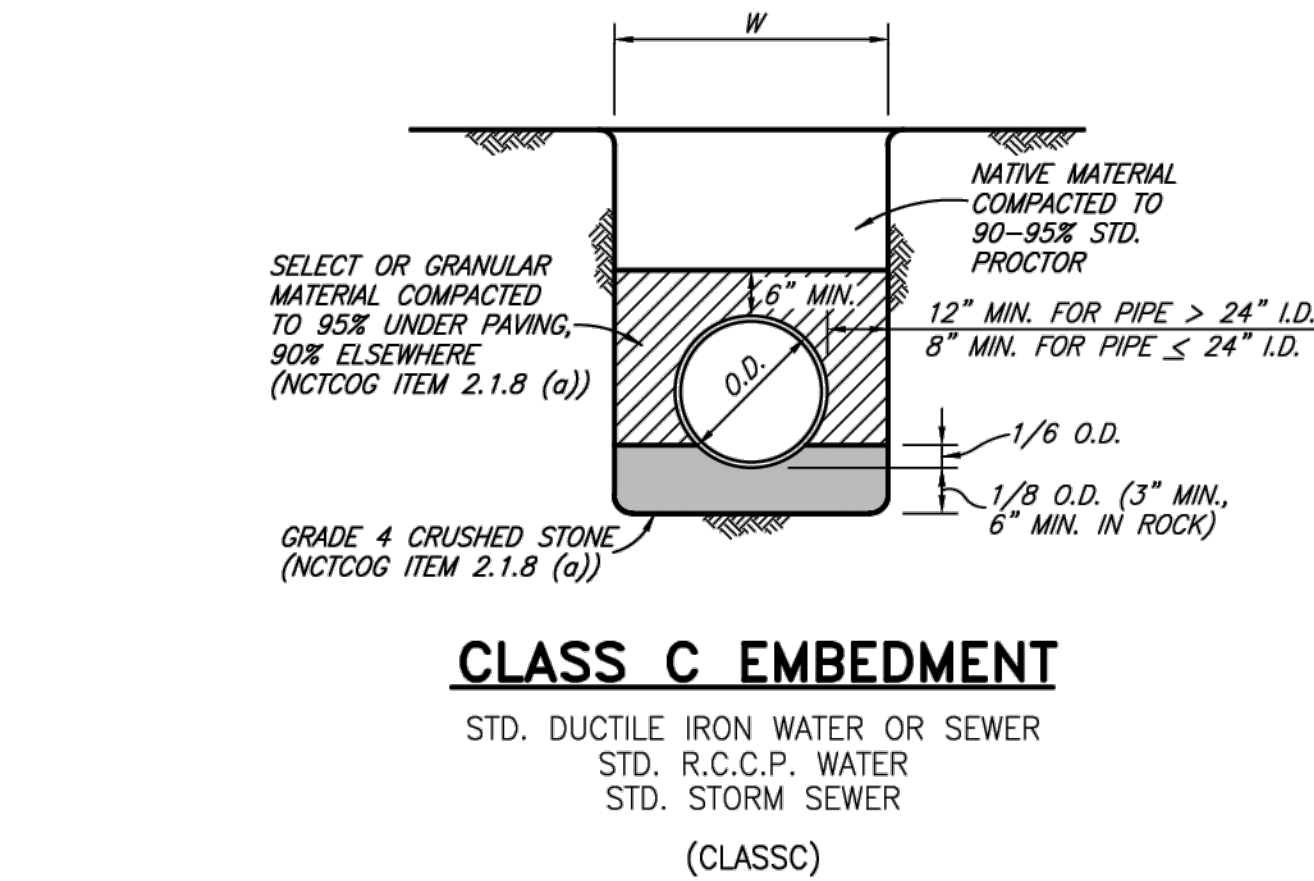
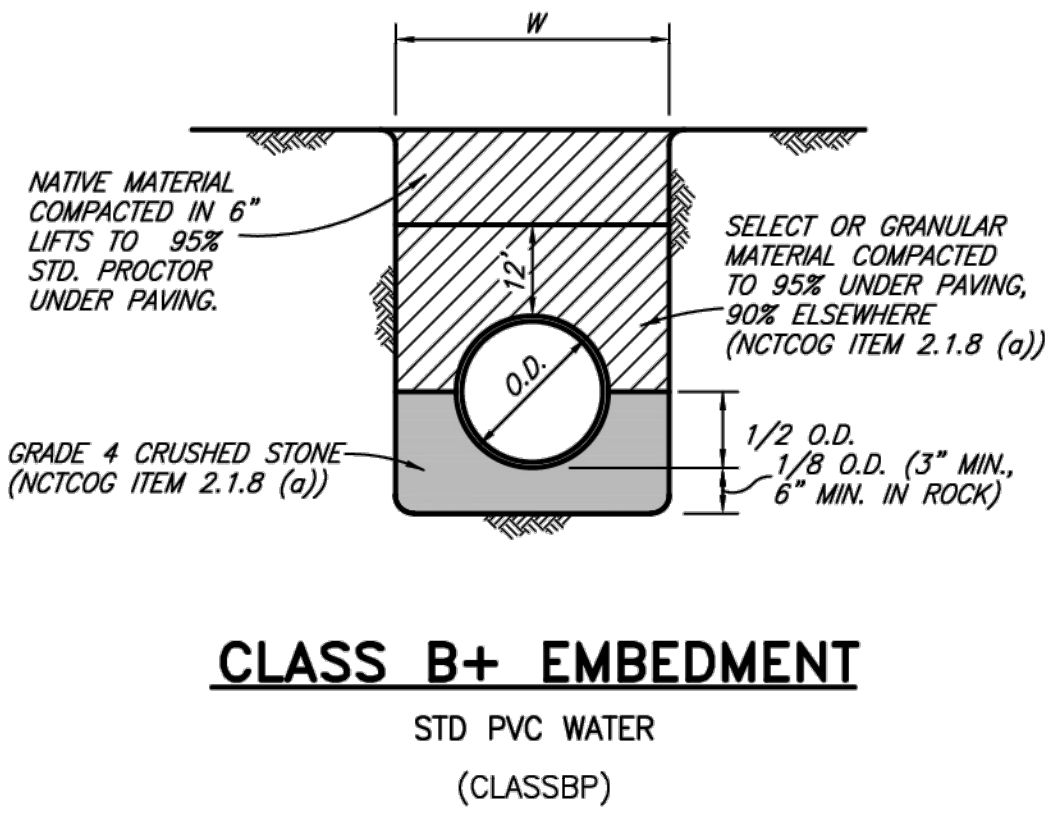
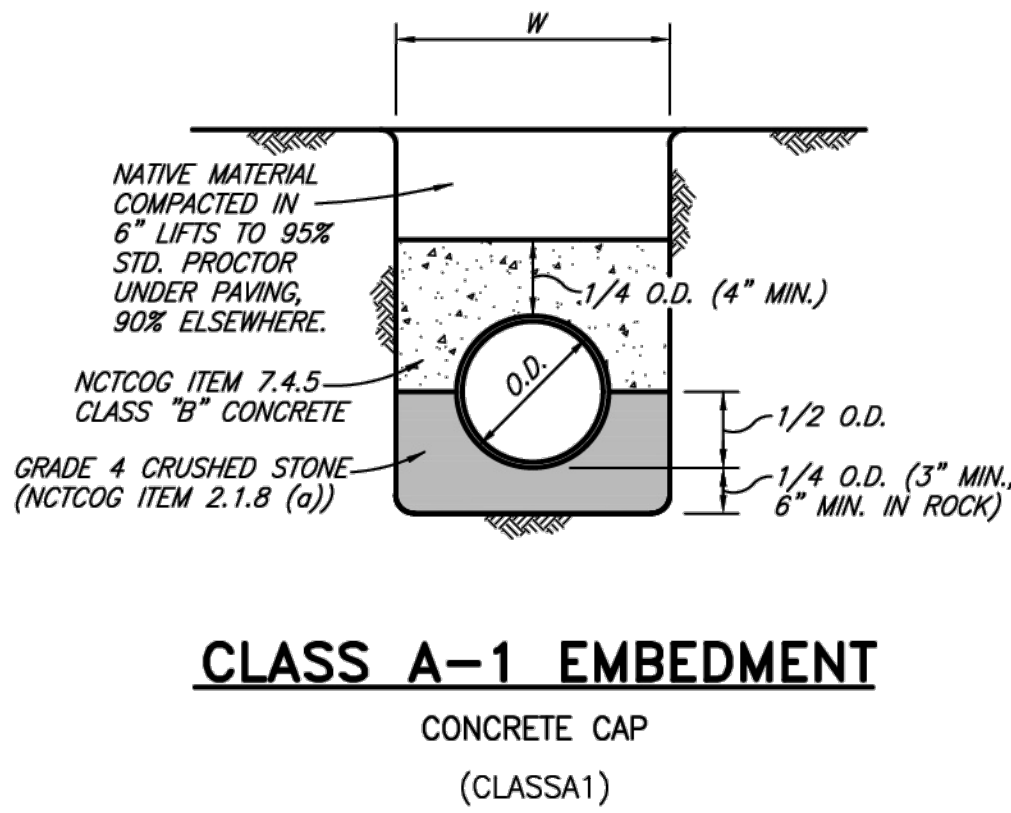
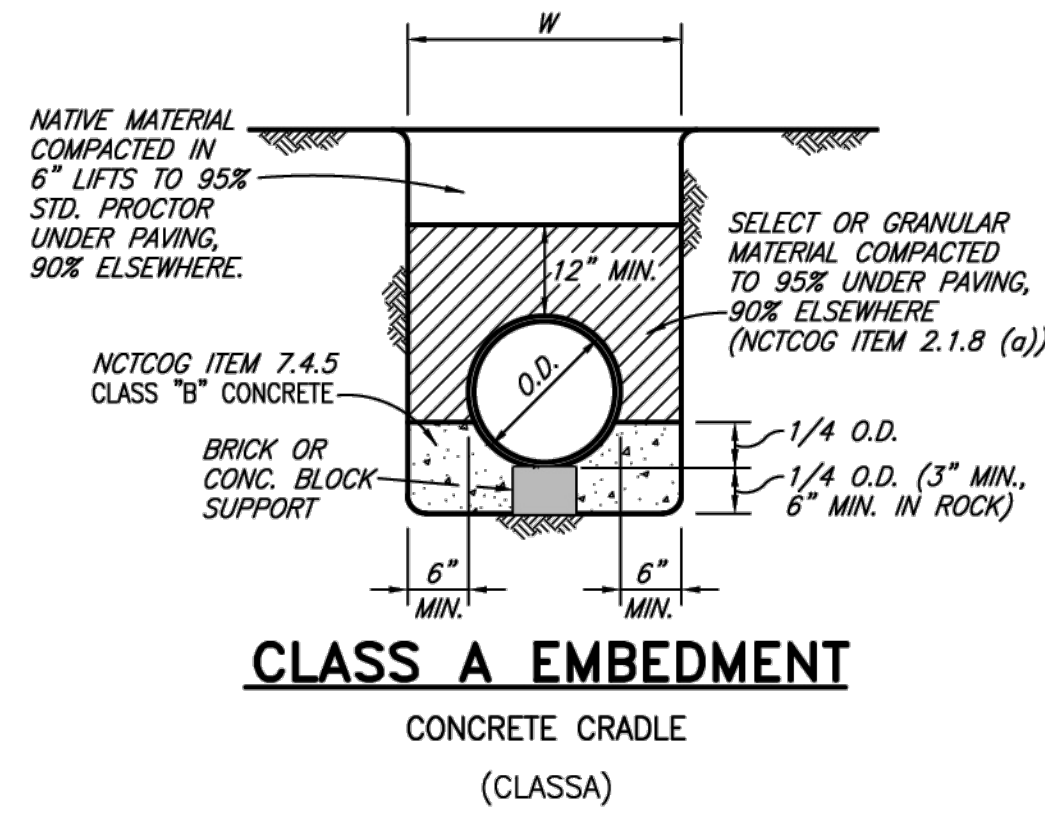
DRAWING DATE:
06-10-26

DRAWING SCALE:
N.T.S.

PROJECT NUMBER:
RLK-25097

SHEET:

CDTA6



GRADE 4 CRUSHED STONE GRADATION	
SIEVE SIZE	% RETAINED
1-1/2 INCH	0
1 INCH	0-5
1/2 INCH	40-75
NO. 4	90-100
NO. 8	95-100

(CRU-STN)

CITY OF AUBREY, TEXAS

STANDARD CONSTRUCTION DETAILS TYPICAL EMBEDMENT

AUGUST, 2024

SHEET NO.
26

REVISED: 8/19/24 - NPandey

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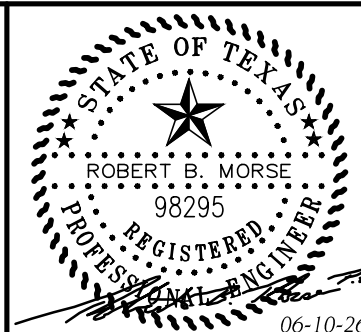
PLOTTED BY: Nabin Pandey ON 8/19/2024

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(972) 359-1733 Off
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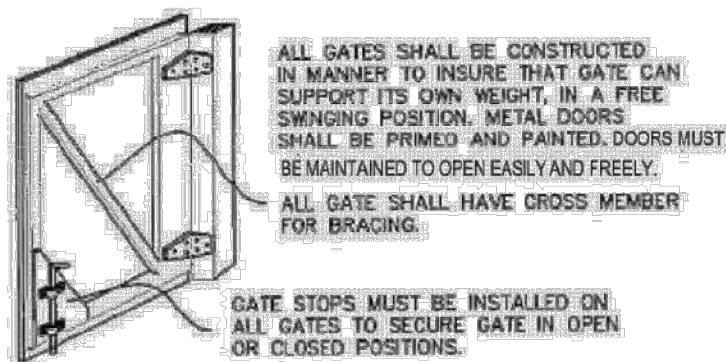
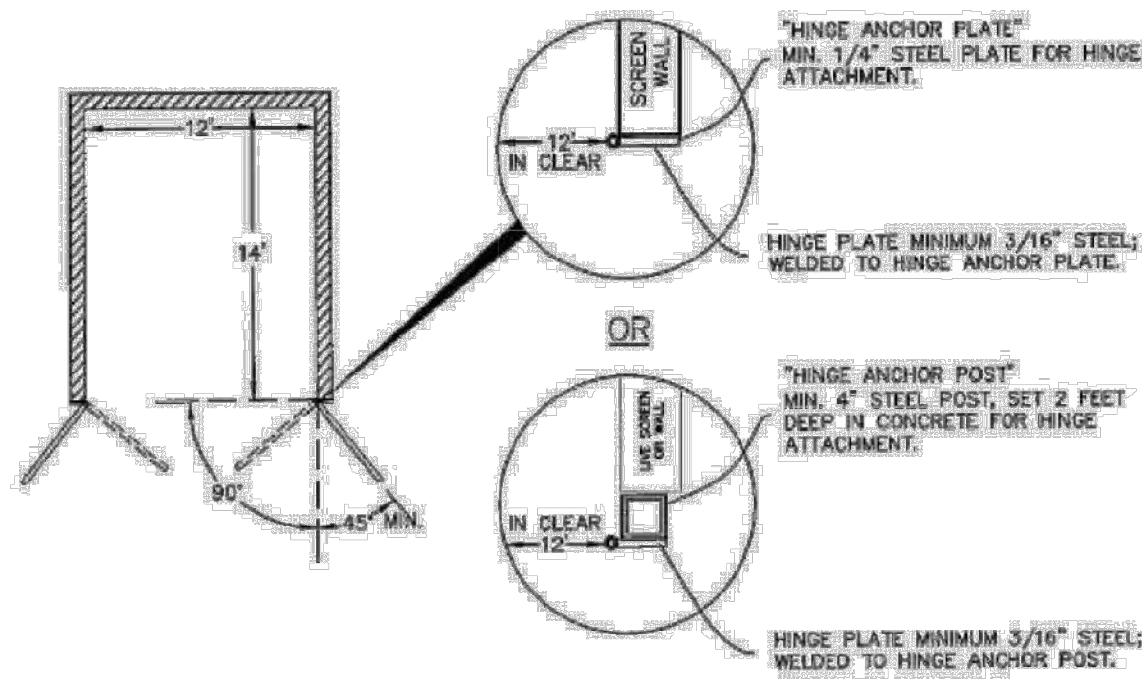


CITY DETAILS
Aubrey ISD Administration Building
Aubrey, TX 76227

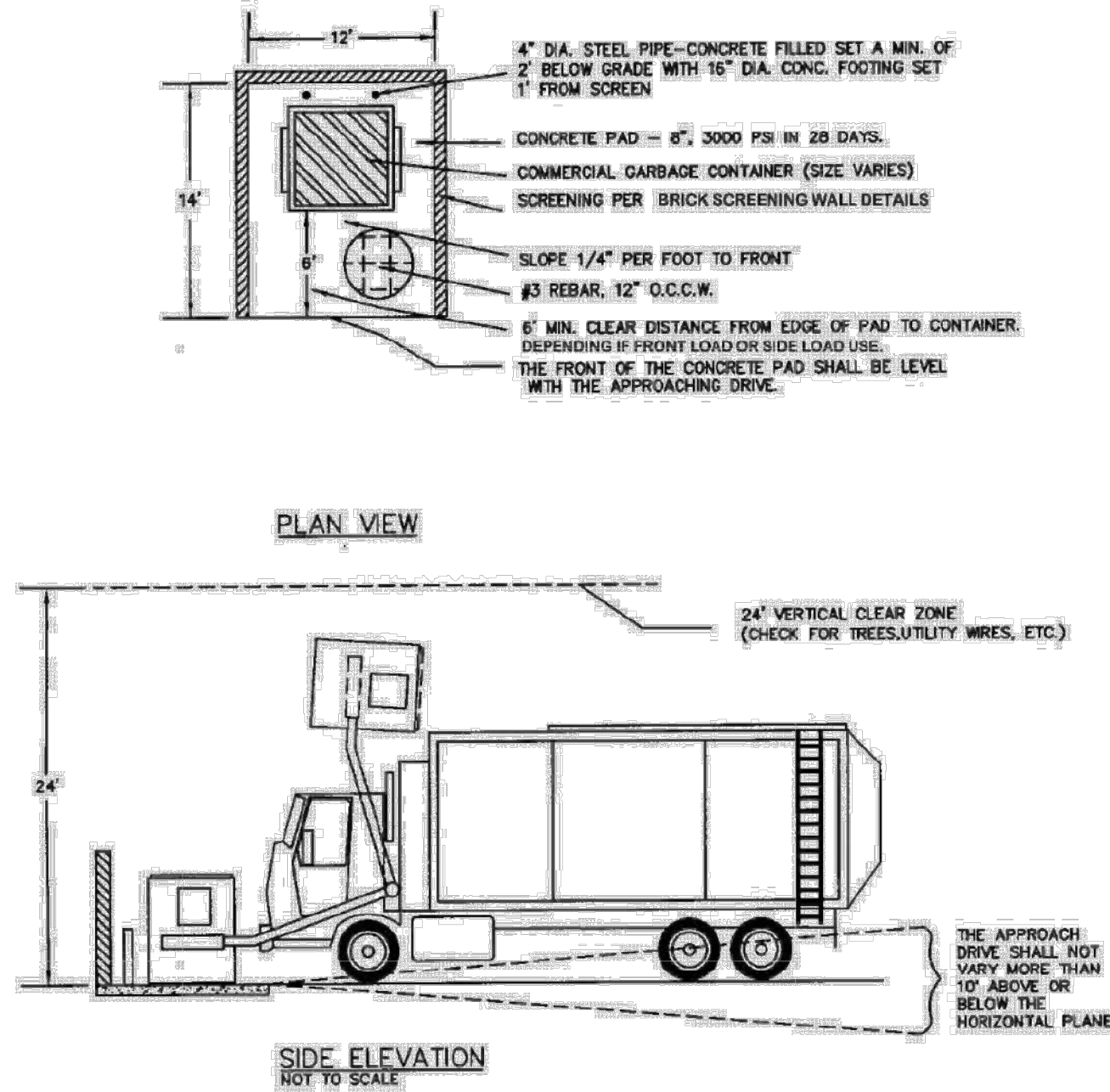
DESIGNED BY: RLK Engineering	TECH REVIEW: RLK	DRAWING FILE: 25097A DETAILS.dwg	DRAWING SCALE: N.T.S.	SHEET: CDTA7
DRAWN BY: RLK Engineering	PEER REVIEW: RLK	DRAWING DATE: 06-10-26	PROJECT NUMBER: RLK-25097	

DUMPSTER ENCLOSURES

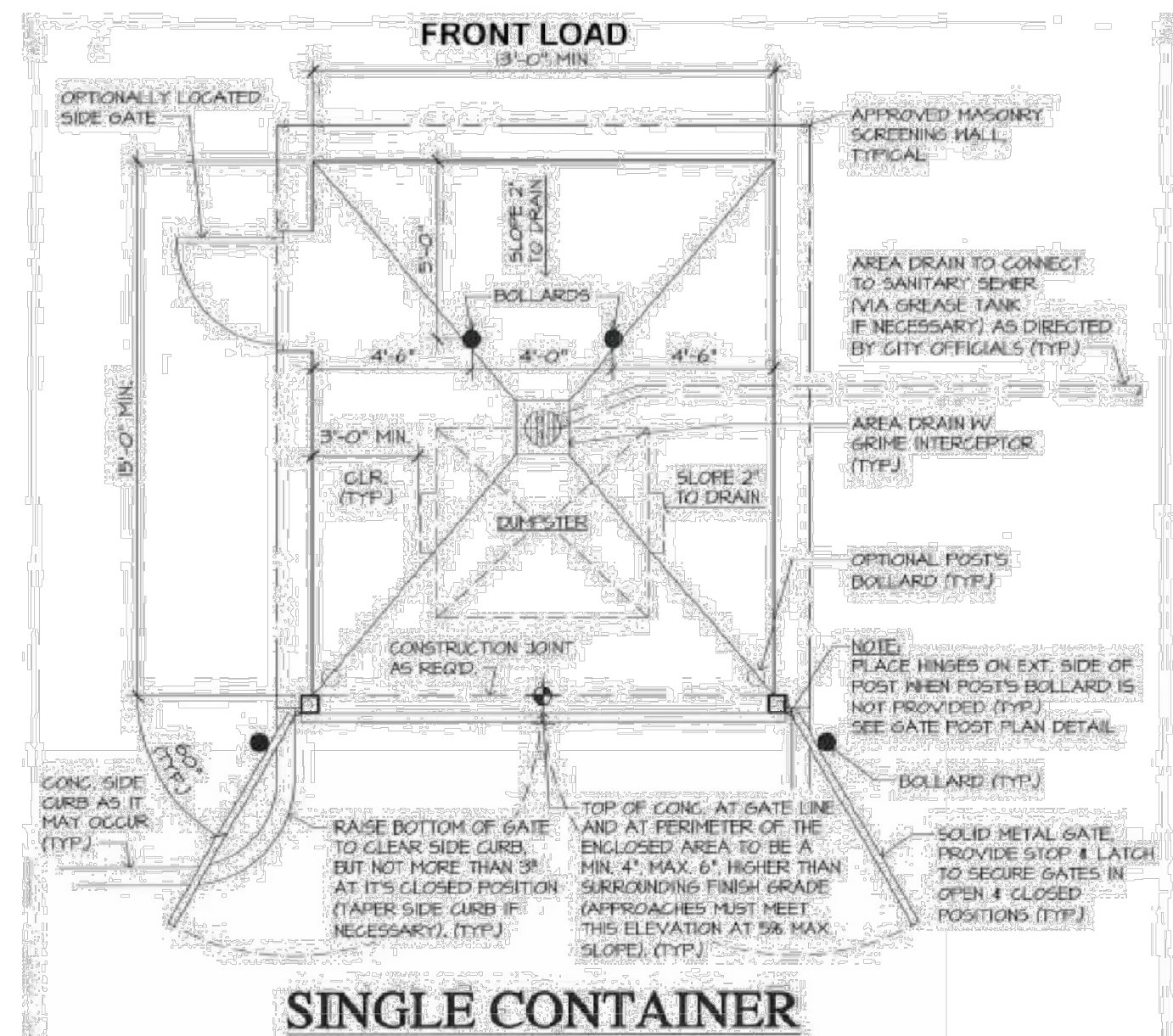
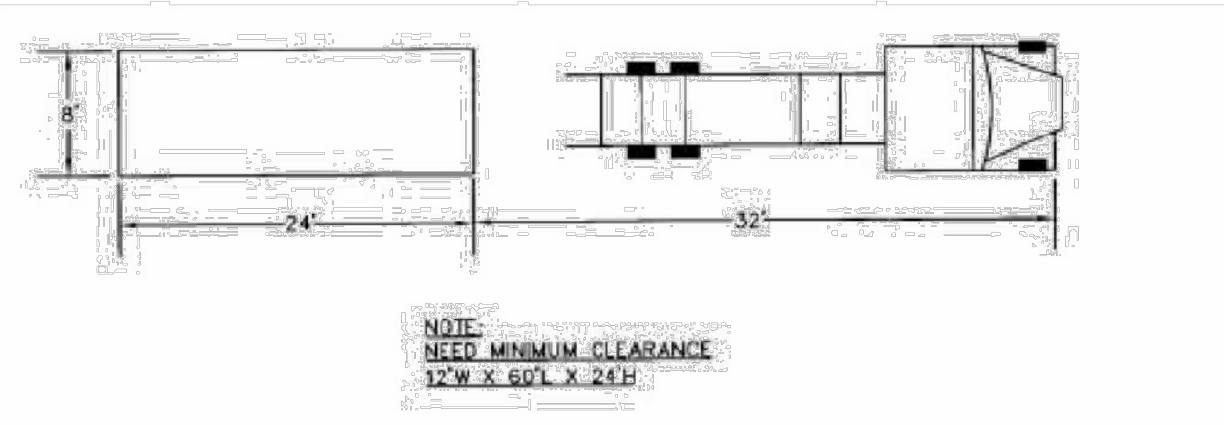
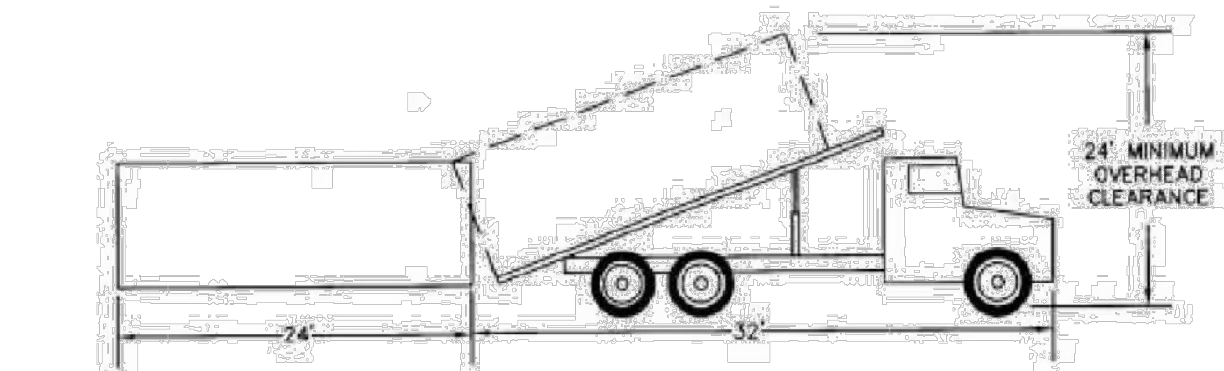
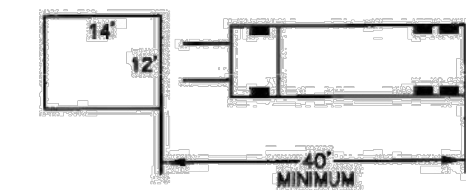
- GARBAGE CONTAINERS ARE REQUIRED TO BE SCREENED ON ALL SIDES, AND CONSTRUCTED SO AS TO BE ACCESSIBLE TO GARBAGE TRUCKS. APPLICANTS SUBMITTING SITE PLANS WHICH INCLUDE THE SITING OF A GARBAGE DUMPSTER AND CONSTRUCTION OF THE REQUIRED ENCLOSURE SHOULD BE FAMILIAR WITH THE REQUIREMENTS OF THE ZONING ORDINANCE AND THE MINIMUM STANDARDS ADOPTED BY THE CITY.
- APPLICANTS SHOULD CONSULT SECTION 146-132 AND THE ATTACHED DRAWINGS FOR THE REQUIREMENTS OF DUMPSTER ENCLOSURES.
- THE MINIMUM HEIGHT OF THE SCREENING DEVICE FOR GARBAGE, TRASH OR REFUSE CONTAINERS IS 7 FEET AND THE MAXIMUM HEIGHT IS 8'- 4", EXCEPT FOR 'ML', 'MH' AND INDUSTRIAL 'PD' DISTRICTS WHERE THE MAXIMUM HEIGHT OF A SCREENING DEVICE IS 10 feet.
- WHEN SITTING A DUMPSTER ENCLOSURE ON A PROPERTY, APPLICANTS SHOULD CONSIDER HOW EASILY A 32 FOOT LONG TRUCK CAN ENTER THE SITE, MANEUVER TO THE DUMPSTER, ACCESS IT (INCLUDING AT LEAST 40 FEET STRAIGHT FROM THE SCREENING GATES FOR BACKING), AND EITHER EXIT THE SITE OR MANEUVER TO THE NEXT DUMPSTER. FIRELANES PROVIDE ADEQUATE MANEUVERING LANES, BUT NOTE THAT ENCLOSURES CAN NOT BE LOCATED WITHIN FIRELANES. LOCATIONS THAT REQUIRE A TRUCK TO PERFORM EXCESSIVE BACKING (> 80 FEET) ARE DISCOURAGED.
- SCREENING GATES ARE REQUIRED TO BE SOLID METAL AND SCREEN THE DUMPSTER FROM VIEW WHEN CLOSED. GATES SHOULD SWING OUT TO AN ANGLE GREATER THAN 180- AND CREATE AN OPENING AT LEAST 12 FEET WIDE FOR THE TRUCK TO ENTER THE ENCLOSURE. PINS SHOULD HOLD THE GATES OPEN WHILE THE DUMPSTER IS BEING ACCESSED. GATES SHOULD ALSO SWING CLEAR OF ALL FIRELANES.
- BUFFERING (LANDSCAPING) IS REQUIRED AROUND SCREENING WALLS WHEREVER THEY ABUT A NON-PAVED SURFACE OR A REQUIRED LANDSCAPE AREA. ACCEPTABLE BUFFERING INCLUDES A ROW OF HOLLIES (NELLIE R. STEVENS, BURFORD, ETC.) ALONG THE SCREENING WALLS.
- FOR MORE INFORMATION ABOUT THE MINIMUM STANDARDS FOR DUMPSTER ENCLOSURES, CONTACT THE PLANNING DEPARTMENT OR THE ENVIRONMENTAL WASTE DEPARTMENT.



NOTE:
ENCLOSURES CONTAINING MULTIPLE DUMPSTERS:
A-DUMPSTERS W/O CENTER POST FOR GATES:
10 FT. GATE SPACING X 14 FT. DEEP
B-OR MORE DUMPSTERS-12 FT. IN CLEAR GATE
OPENINGS W/ CENTER POST X 14 FT. DEEP

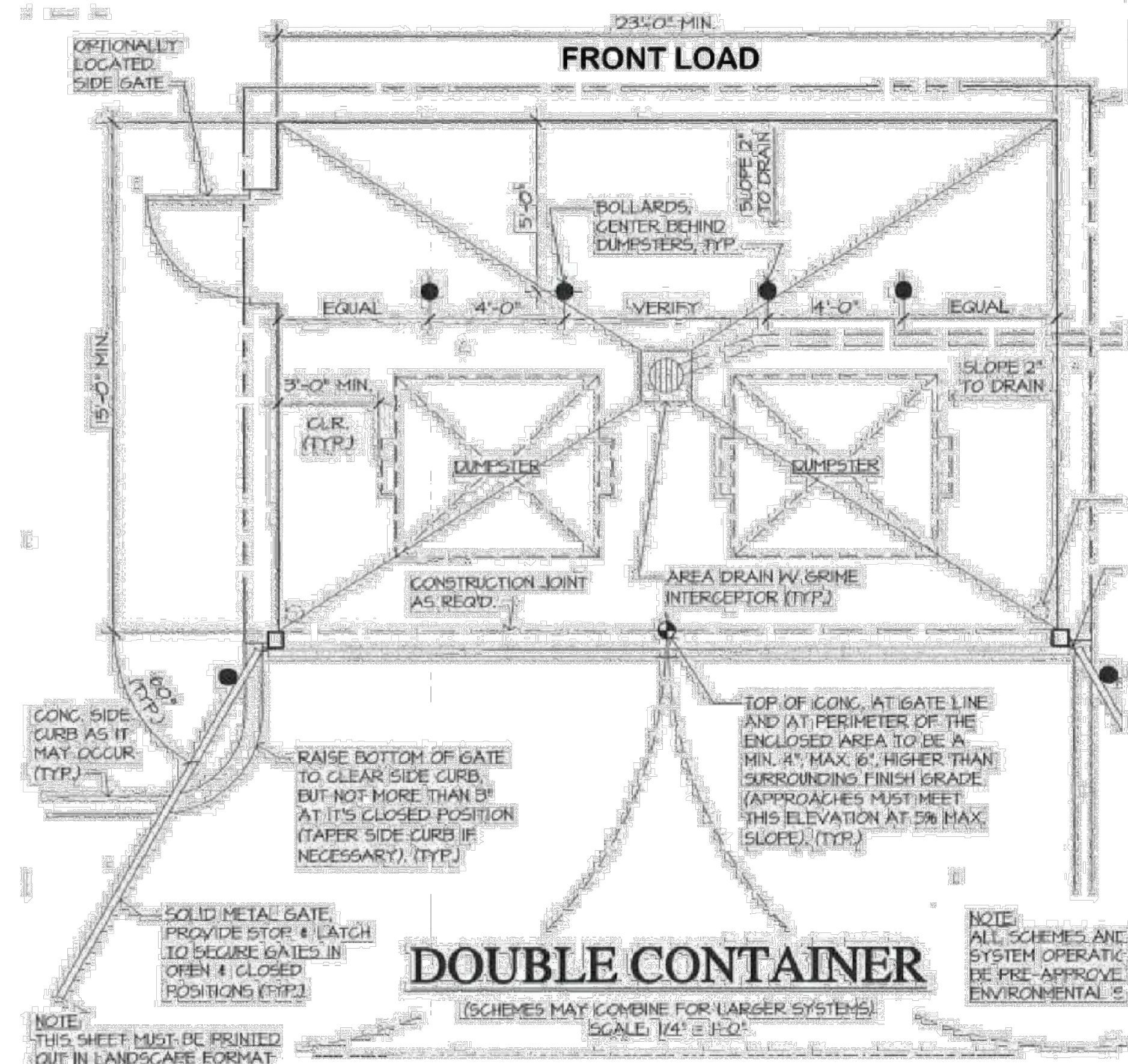


NOTE:
IT SHALL BE THE RESPONSIBILITY OF THE OWNER TO OPEN GATES USED TO ENCLOSED CONTAINERS PRIOR TO COLLECTION.
PROPERTY OWNER/TENANT IS RESPONSIBLE FOR MAINTAINING DUMPSTER ENCLOSURES AND ADEQUATE ACCESS / EGRESS. DUMPSTER PADS MAY NOT BE LOCATED IN RIGHT OF WAY OR FIRE LANES.



SINGLE CONTAINER
(WHERE PERMITTED)
SCALE: 1/4" = 1'-0"

GENERAL NOTES FOR ALL SINGLE AND DOUBLE CONTAINER ENCLOSURES:
1. PROPERTY OWNER MUST CONTACT THE ENVIRONMENTAL SERVICES AT (903) 464-4483 TO DISCUSS PROPER SIZE AND QUANTITY OF DUMPSTERS/COMPACTORS NEEDED TO ENSURE ADEQUATE STORAGE AND MEET COLLECTION AND SERVICE NEEDS.
2. PROVIDE A MINIMUM 40' LONG TRUCK APPROACH PLUS 50' SPACE FOR TRUCK MANEUVERING.
3. APPROACH AND ENCLOSED AREA TO BE A MINIMUM 2" THICK REINFORCED CONCRETE PAVING.
4. A FREEZE PROOF HOSE BIB TO BE IN THE PROXIMITY OF THE ENCLOSURE AREA FOR WASHING AS REQUIRED.
5. WHEN USING TWO SETS OF DOUBLE GATES FOR DOUBLE CONTAINER ENCLOSURES, PROVIDE NO LESS THAN 10'-3" WIDE CLEAR OPENINGS AT DUMPSTERS.



						CITY OF AUBREY, TEXAS		
						STANDARD CONSTRUCTION DETAILS DUMPSTER DETAILS	AUGUST, 2024	SHEET NO. 32

REVISED: 8/19/24 -- NPandey

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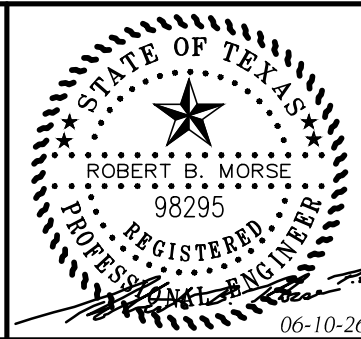
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PLOTTED BY: Nabin Pandey ON 8/19/2024

MISC. INFORMATION	REVISION	DATE	DESCRIPTION
NOTE: Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.			



RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
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DESIGNED BY:
RLK Engineering

TECH REVIEW:
RLK

CITY DETAILS
Aubrey ISD Administration Building
Aubrey, TX 76227

DRAWING FILE:
25097A DETAILS.dwg

DRAWING SCALE:
N.T.S.

SHEET:

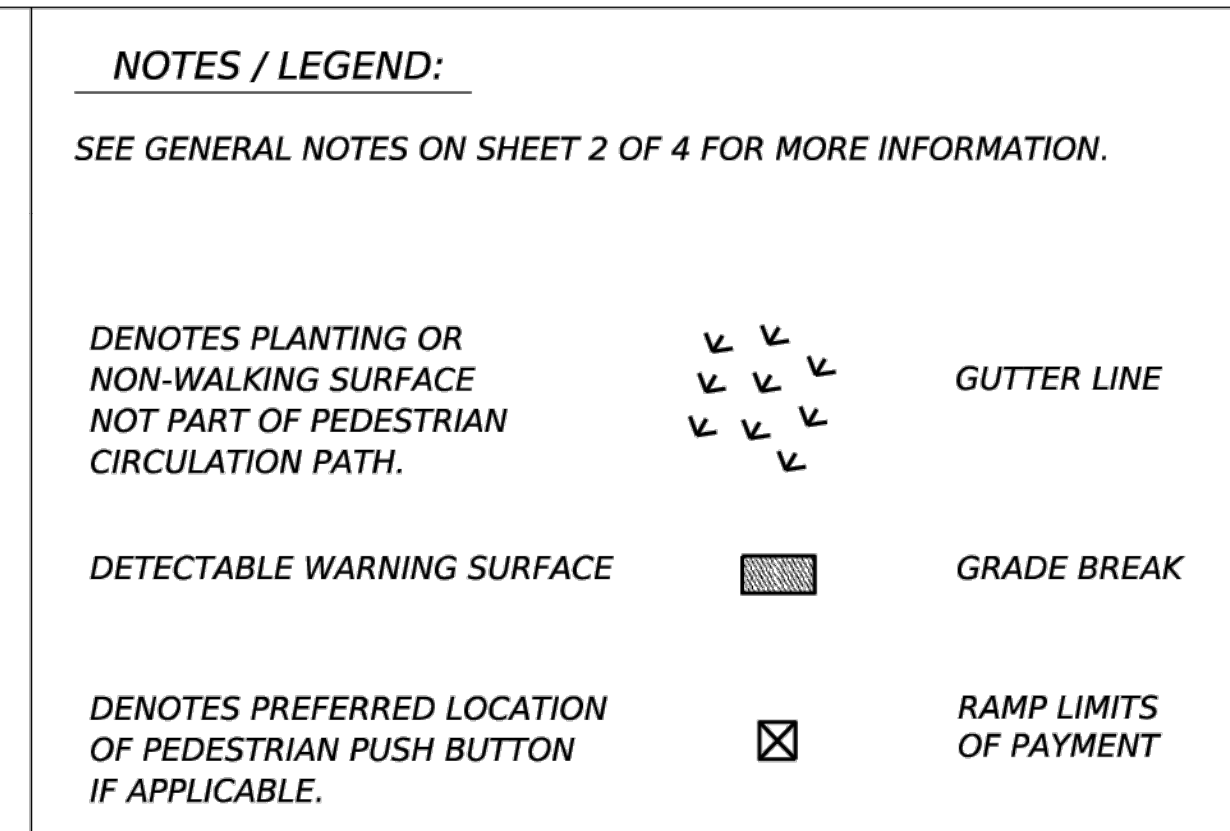
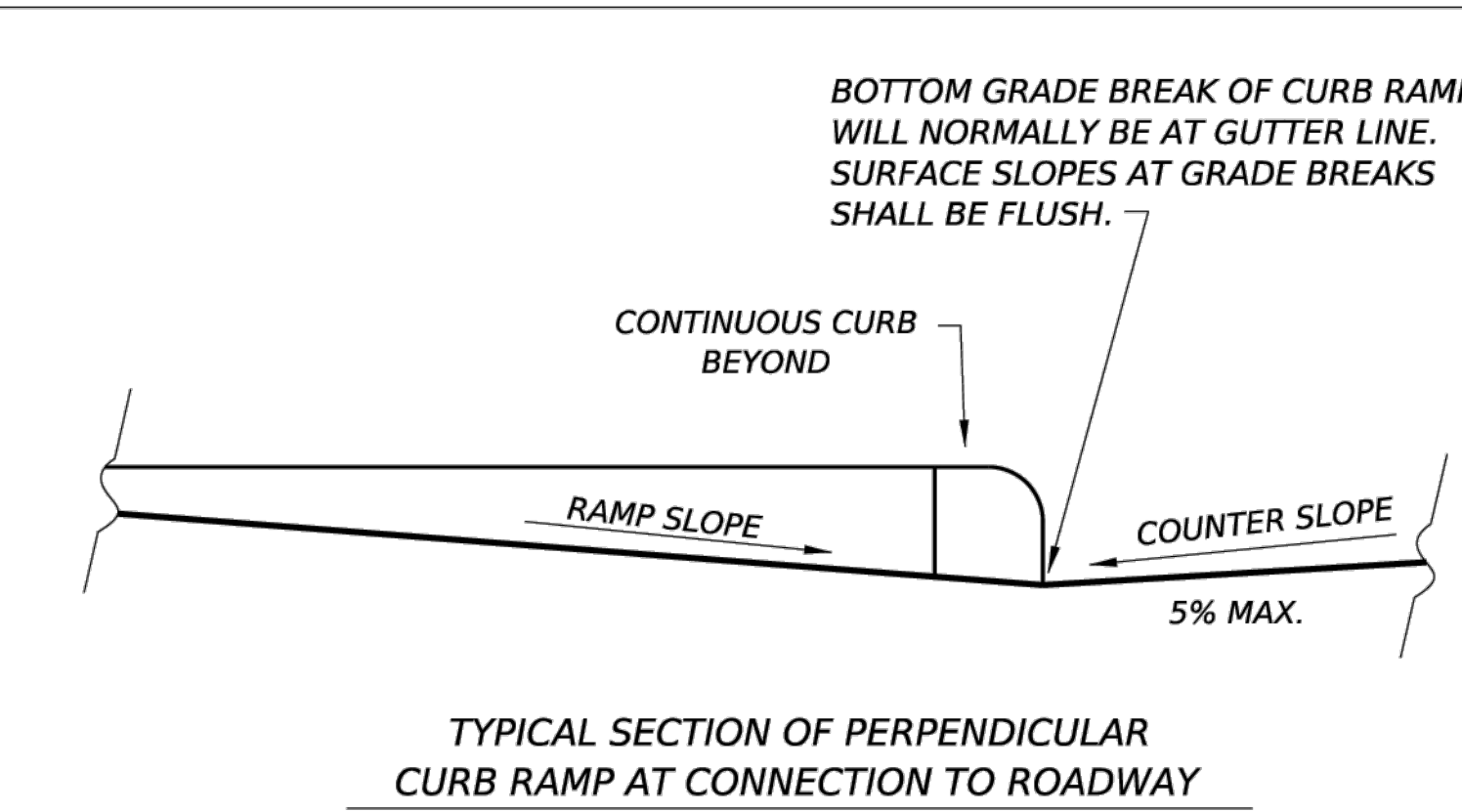
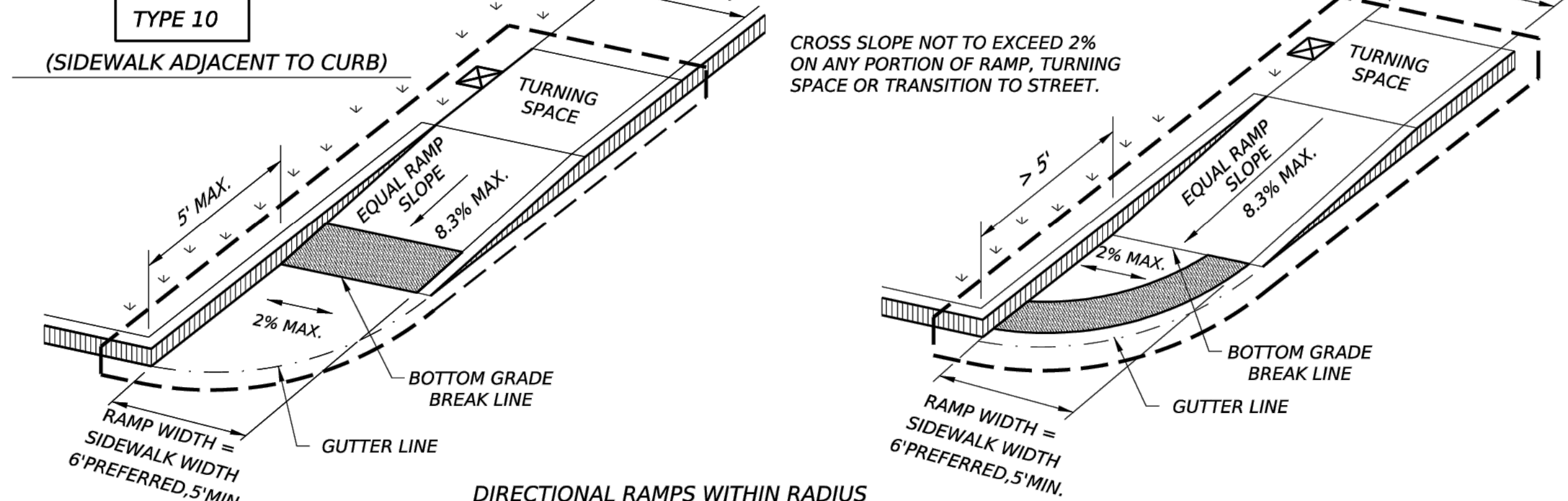
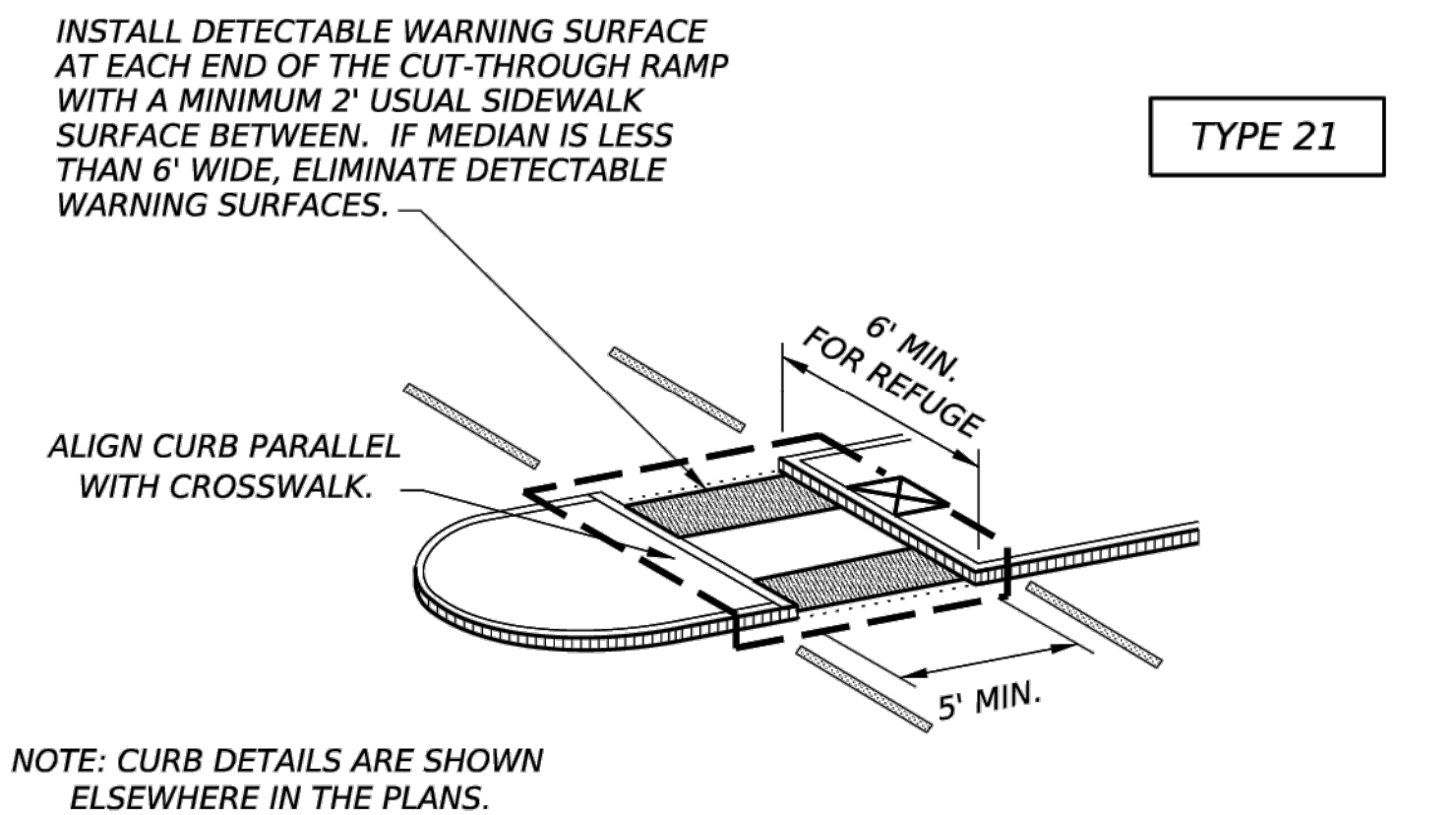
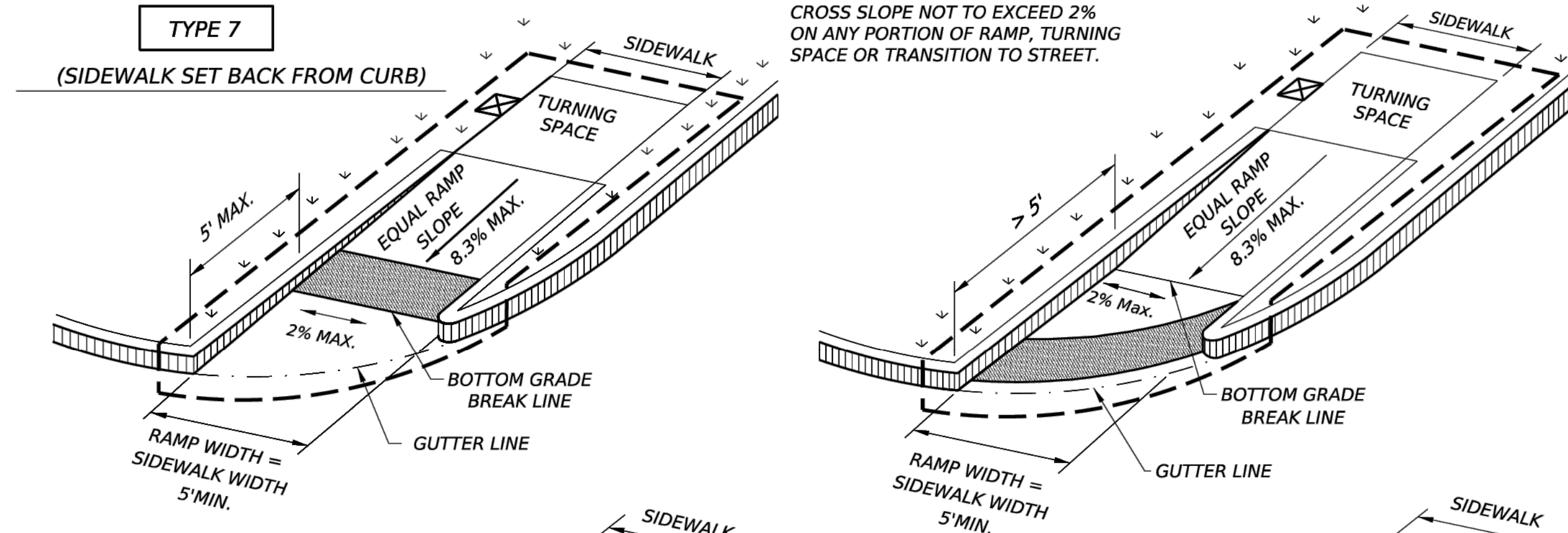
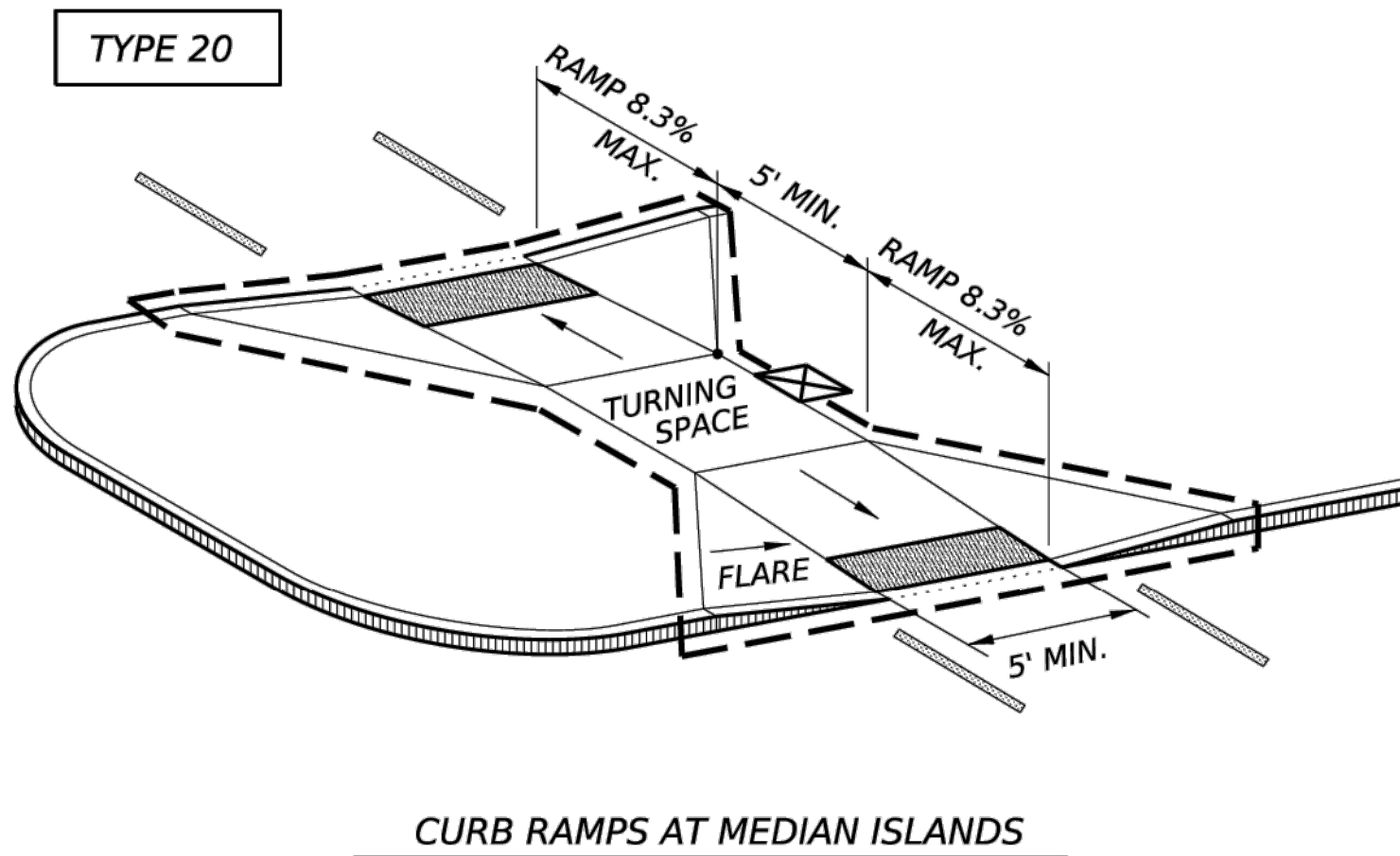
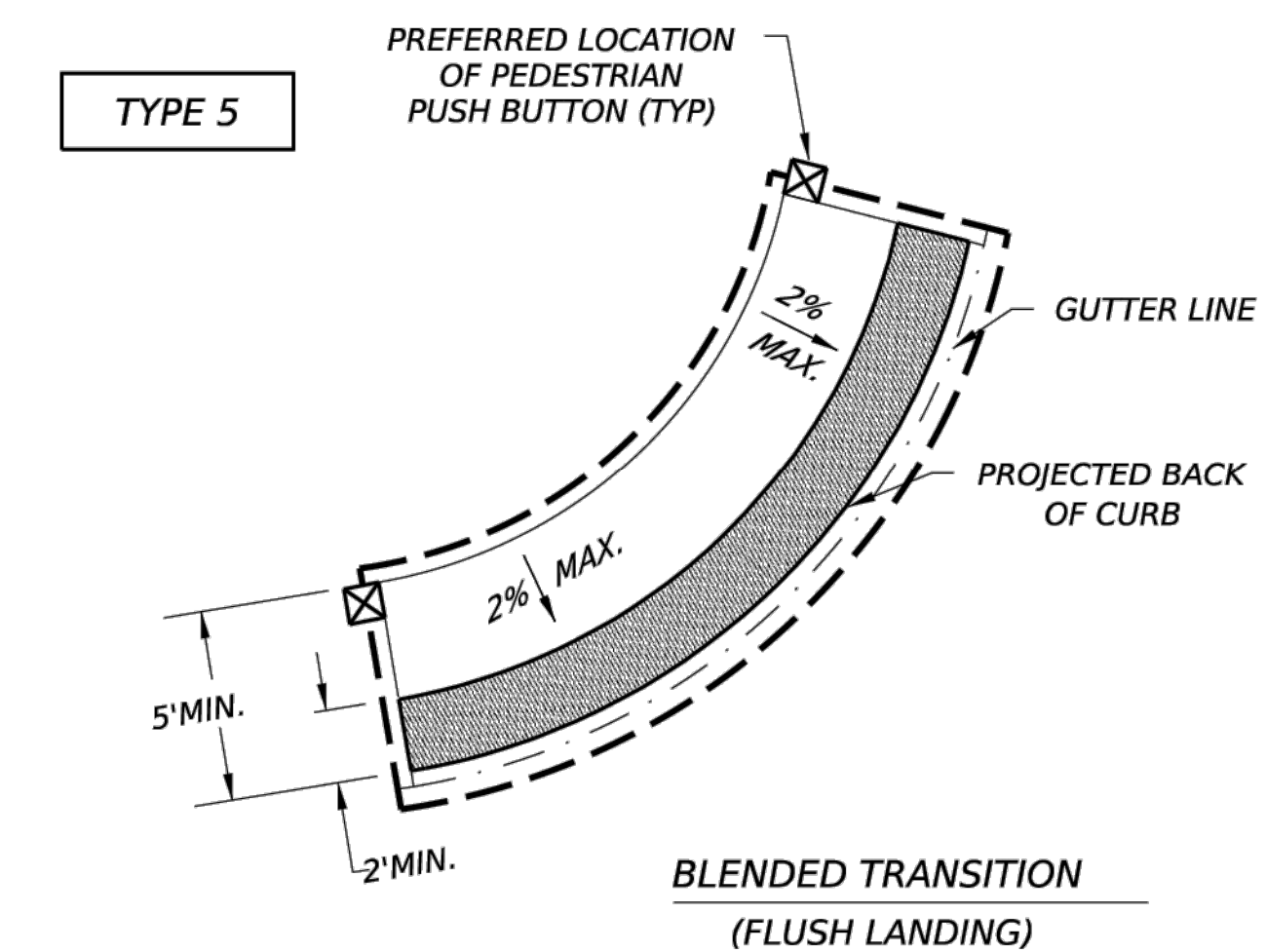
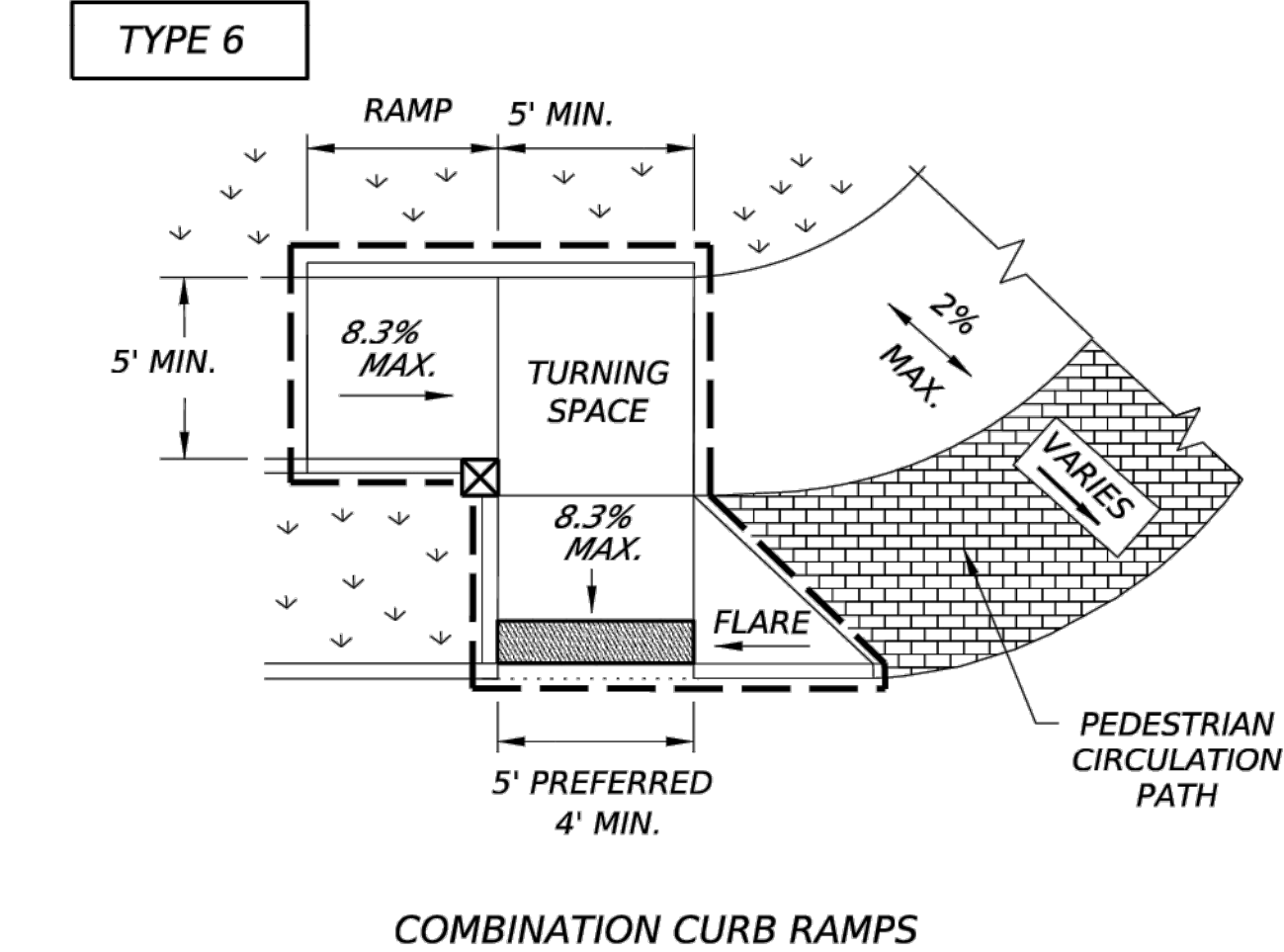
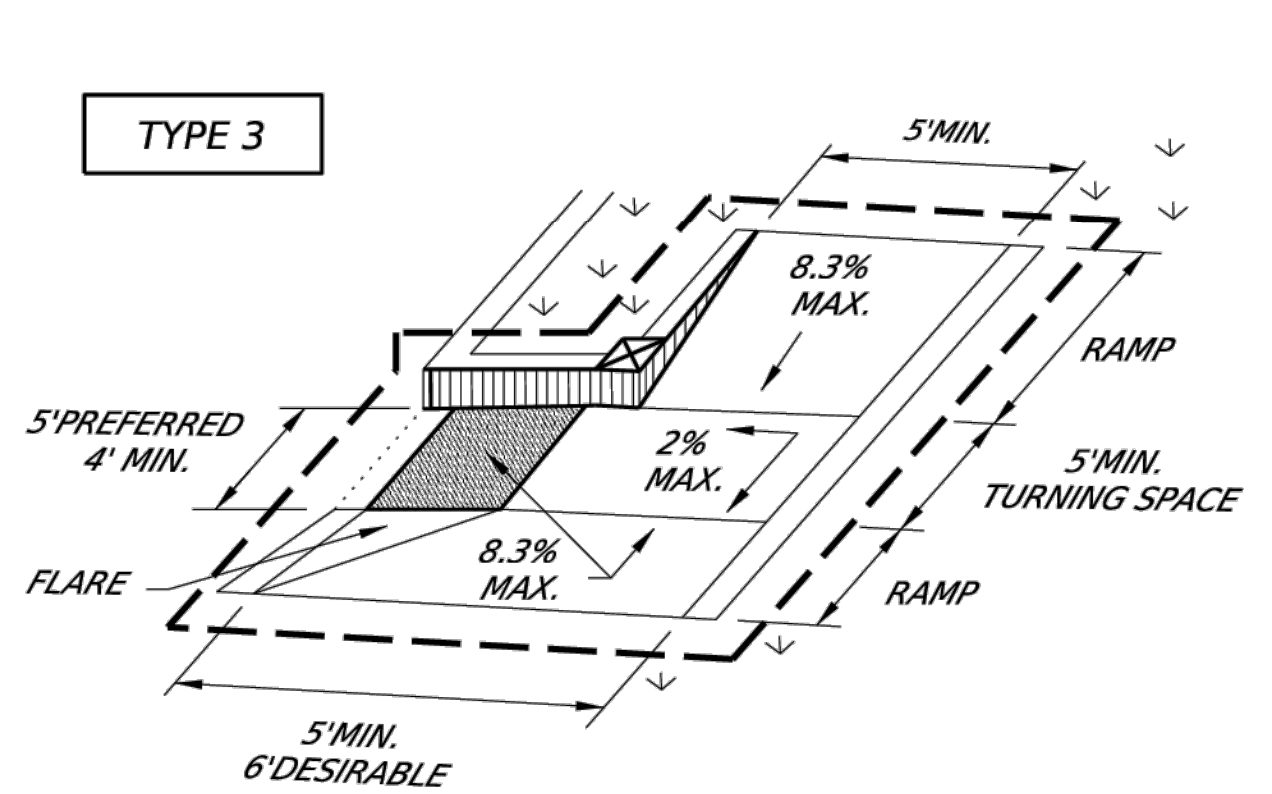
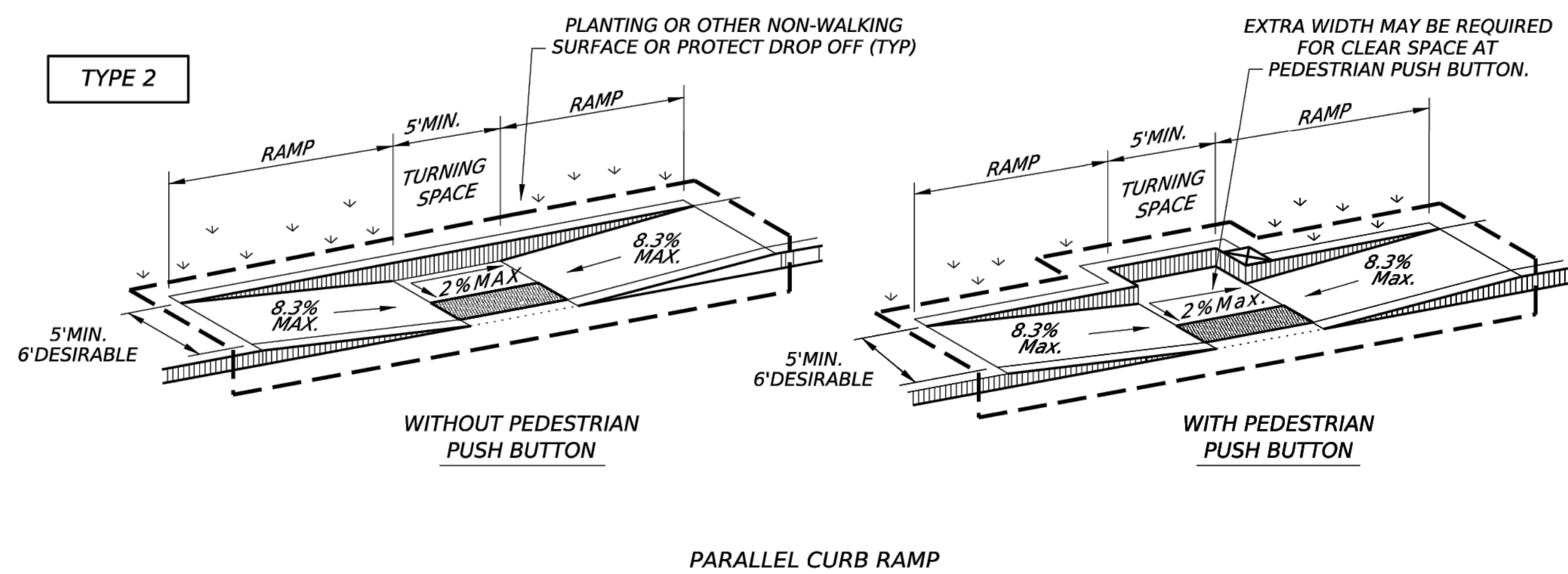
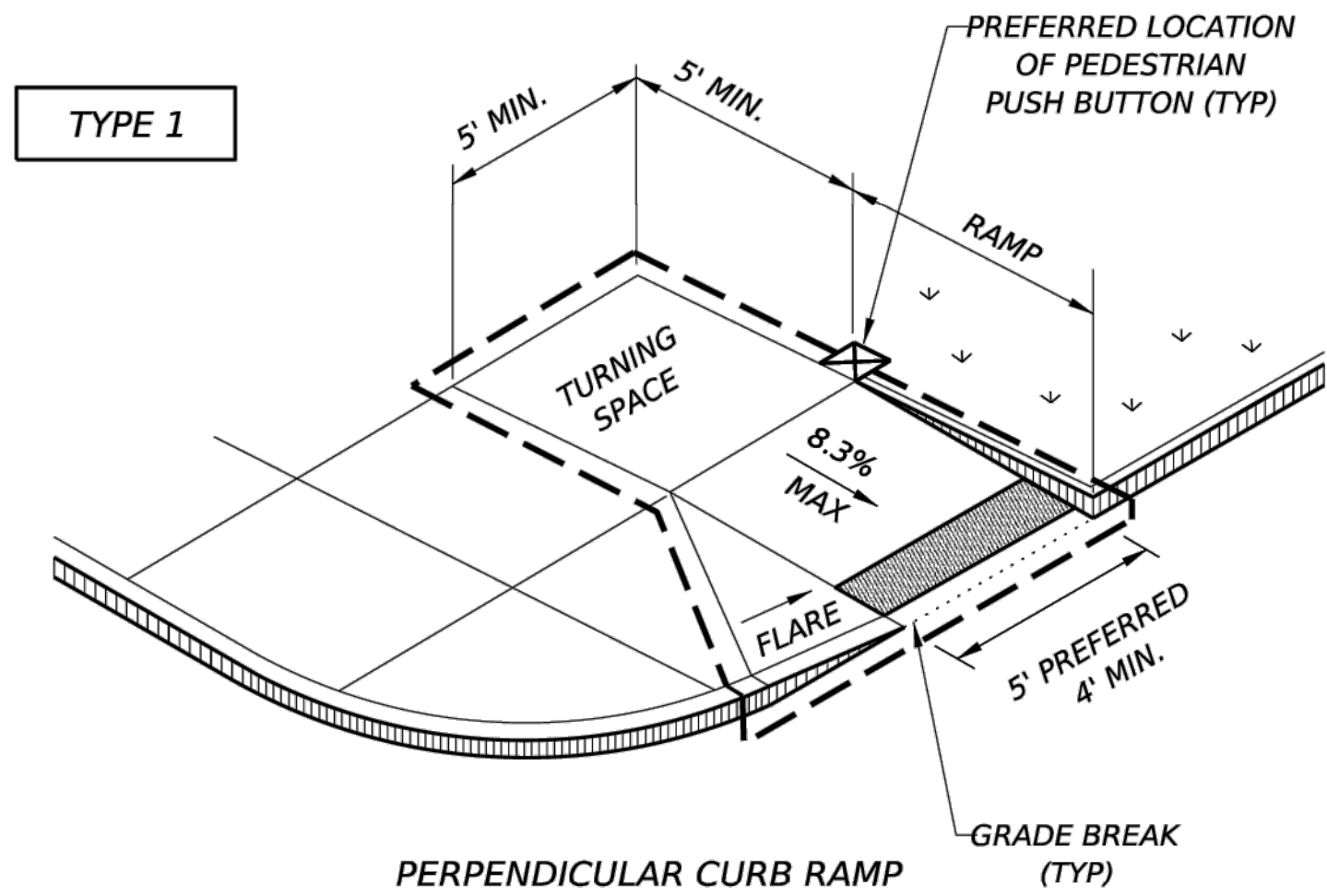
DRAWING DATE:
06-10-26

PROJECT NUMBER:
RLK-25097

CDTA8

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FILE:



SHEET 1 OF 4

Texas Department of Transportation

Design Division Standard

PEDESTRIAN FACILITIES

CURB RAMPS

PED-18

FILE: ped18
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DN: TxDOT
CON: SECT
JOB: HIGHWAY

REVISIONS
REVISED 08, 2005
REVISED 06, 2012
REVISED 01, 2018

DIST: COUNTY: SHEET NO.

MISC. INFORMATION	REVISION	DATE	DESCRIPTION
NOTE: Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.			

RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579

ROBERT B. MORSE
98295
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS
06-10-26

CITY DETAILS
Aubrey ISD Administration Building
Aubrey, TX 76227

DESIGNED BY: RLK Engineering	TECH REVIEW: RLK	DRAWING FILE: 25097A DETAILS.dwg	DRAWING SCALE: N.T.S.	SHEET: CDTA9
DRAWN BY: RLK Engineering	PEER REVIEW: RLK	DRAWING DATE: 06-10-26	PROJECT NUMBER: RLK-25097	



May 13, 2026

Shanda Guffee
City of Aubrey
107 S. Main St.
Aubrey, TX 76227

RE: Aubrey ISD Administration Building Site Plan Letter of Intent

Mrs. Guffee,

This serves as the Letter of Intent for the Aubrey ISD Administration Building Site Plan that has been submitted for review and approval. The purpose of this project is to develop a new Aubrey ISD Administration Building on a lot at the southeast corner of Highmeadow Drive and Betty Lane. As a part of the lot development, the property will be rezoned, Highmeadow Drive will be extended across the property, and a new 2-story 31,000 square foot building constructed.

Site Details:

Existing Zoning: Multi-Family (MF) & Shopping Center (SC)
Proposed Zoning: Shopping Center (SC)
Lot Size: 4.753 Ac. (Lot 4R2-1)
Proposed Building Size: 31,466 SF (2-Stories)
No. of Parking Stalls: 125

If you have any questions regarding the purpose of the Site Plan or need additional information, please let us know.

Cordially,

A handwritten signature in black ink, appearing to read "Rob Morse", is written over a horizontal line.

Rob Morse
RLK Engineering, Inc.
Firm No. 579



Site Plan Application

In Accordance with ORD 135-87, Section 5 and
ORD 496-13, Exhibit A, Adopted 03/19-2013

Property Owner (or representative): Aubrey ISD

Property Owner Address: 415 Tisdale

City: Aubrey State: TX Zip: 76227

Site Location Address: Aubrey ISD Administration Building, Parcel ID 964441

Description of Use: Office Building

Existing Zoning: Shopping Center/MF

Legal Description: GARLAND WILSON ADDITION BLK A LOT 4R2

Section 5.Q of the Zoning Ordinance requires approval of a site plan prior to issuance of any building permit for new nonresidential or multi-family construction, and for any substantial renovation, as defined in Section 23.F. A site plan is also required as part of a conditional use and specific use permit.

Site Plan Fee	\$500.00
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Dr. Scott Niven Owner's Representative - FRIENDS Consulting 5-13-26
Applicant Signature Date

For Office Use Only:

Date Application & Site Plan Received: _____

Date Fee Paid & Amount: _____

P&Z Public Hearing: _____

Administrative Approval Date: _____



**City Council Meeting
Staff Report
June 25, 2026**

Agenda Item

Hold a public hearing, consider and take action on Ordinance No. 961-26, amending Chapter 17, "Sign Regulations" of the Code of Ordinances of the City of Aubrey, Texas, to allow blade signs as a permanent sign within downtown area, allow feather flags as a temporary sign within all zoning districts and the ETJ, allow for electronic message boards in the downtown area in a limited manner for the City of Aubrey, and adopt housekeeping amendments to update references to former Section 27 of the Zoning Ordinance which was repealed; providing amendments; providing a penalty of a fine not to exceed \$500 for each violation, with a separate offense deemed committed on each day or part of a day that a violation occurs or continues; and providing an effective date. (Sign Regulations)

Staff Contact

Muzaib Riaz, Sr. Planner
mriaz@aubreytx.gov
940-440-9343

Summary

The Sign Regulations for the City of Aubrey were recently relocated from the Zoning Ordinance to a standalone chapter — Chapter 17 within the City of Aubrey Code of Ordinances. Since then, the City has determined to amend certain sections of the Sign Regulations for additional sign types to be allowed, as well as adopt housekeeping amendments to update references to the former Section 27 of the Zoning Ordinance, which was repealed. The additional sign types proposed include the following:

1. Blade Signs: Blade signs are defined as "a permanent sign that extends perpendicularly from a main building facade that is visible from both sides. These signs are proposed to be allowed within the City's downtown to enable more sign options for the downtown businesses to advertise.
2. Feather Flags: Feather Flags are currently prohibited. However, the City has determined that these signs can be allowed as temporary signs for special events and holidays with set standards and specifications noting location, dimensions, duration, permit requirements, etc.
3. Changeable Electronic Message/Reader Board Signs: These are currently permitted as Miscellaneous Signs within all Zoning Districts and the ETJ except Downtown Area. The City has determined that these signs can be allowed on City-owned property within Downtown to allow the City to easily provide the public with event information and updates regarding public matters in areas like the Veteran's Park in Downtown Aubrey. However, in order to ensure the existing character of downtown is preserved, these signs are only permitted in a limited manner only on City-owned property and are not permitted on private property.

The detailed conditions and specifications for these signs have been provided within Article 17.03 — Approved Signs that list the dimensions, permit requirements, duration, and location etc. Definition of Blade Signs has been added to Section 17.01.002 - Definitions.

The amendments also include updating the references to the former Section 27 of the Zoning Ordinance, which was repealed last month as part of the relocation of Sign Regulations from the Zoning Ordinance to a dedicated Chapter — Chapter 17 of the City of Aubrey Code of Ordinances. It also includes clarification that waivers and appeals to Section 17.02.003 — Prohibited Signs are not allowed and will not be considered.

This amendment attempts to enhance the signage options for businesses, the City and local organizations to effectively and efficiently communicate and advertise. This amendment is intended to support economic development, as well as increase public health, safety and welfare.

Notifications

Notifications as required by Texas Local Government Code were provided.

At the time of agenda report preparation, the City had not received any comments/responses in opposition to or in support of the proposed sign ordinance amendment.

Recommendation

Staff recommends approval of the proposed Ordinance for Sign Regulations as presented.

Action Options

The City Council may:

1. Approve the Ordinance amending sign regulations;
2. Approve the Ordinance amending sign regulations with conditions; or
3. Deny the Ordinance.

Attachments

1. Sign Ordinance with Exhibit A
2. Sign Regulations — Exhibit A Redline

Financial Summary

N/A

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to *(approve, approve with conditions, table or deny)* the Amendment to Chapter 17 - Sign Regulations.

CITY OF AUBREY
ORDINANCE NUMBER 961-26

AN ORDINANCE OF THE CITY OF AUBREY, TEXAS, AMENDING THE NEWLY ADOPTED CHAPTER 17, "SIGN REGULATIONS" OF THE CODE OF ORDINANCES OF THE CITY OF AUBREY, TEXAS, BY AMENDING SECTION 17.02.003 "PROHIBITED SIGNS", SECTION 17.03.001 "PERMANENT SIGNS ALLOWED IN PROPOSED DOWNTOWN AREA", AND SECTION 17.03.005 "MISCELLANEOUS OR TEMPORARY SIGNS ALLOWED IN ALL DISTRICTS AND THE ETJ, AS INDICATED"; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENT; PROVIDING FOR A MAXIMUM PENALTY OF FIVE HUNDRED DOLLARS (\$500.00), FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY OR PART OF A DAY DURING ON OR WHICH A VIOLATION OCCURS OR CONTINUES AND PROVIDING CIVIL REMEDIES; 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 216 of the Texas Local Government Code, to license, regulate, control, or prohibit the erection of signs or billboards by ordinance; and

WHEREAS, the City Council previously adopted Chapter 17 "Sign Regulations" of the Code of Ordinances of the City of Aubrey, Texas, which governs signage in the City and the Extraterritorial Jurisdiction (ETJ) (the "Sign Regulations"); and

WHEREAS, the City has determined it necessary to (1) add blade signs as an approved permanent sign within downtown area to allow more signage options for businesses in downtown; (2) add feather flags as an approved temporary sign within all zoning districts and the ETJ to allow businesses and organizations to advertise special events and holidays; (3) to allow for electronic message boards in the downtown area in a limited manner to allow the City to easily provide the public with event information and updates regarding public matters; and (4) adopt housekeeping amendments to update references to the former Section 27 of the Zoning Ordinance, which was repealed;

WHEREAS, in order to effect that change, Staff determined it necessary to amend the Chapter 17 "Sign Regulations" to add blade signs as a permanent sign in the downtown area with associated conditions and specifications, remove feather flags from the list of prohibited signs and add feather flags as a temporary sign in all zoning districts

and the ETJ with associated conditions and specifications, amend the prohibition on electronic signs in the downtown area on City owned monument signs located on City owned property in order to move to efficiently and effectively communicate information to the public, and update references to former Section 27 of the Zoning Ordinance which was repealed; and

WHEREAS, the City of Aubrey determines it necessary and appropriate to amend Chapter 17 “Sign Regulations” to add blade signs as a permanent sign in downtown area, add feather flags as a temporary sign in all zoning districts and the ETJ, and to allow for electronic message boards in the downtown area in a limited manner for City;

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. SIGN REGULATIONS AMENDMENT

That the Chapter 17, “Sign Regulations”, of the Code of Ordinances, is amended to read as set forth in **Exhibit A** (the “Sign Regulations”) attached hereto and incorporated herein.

SECTION 3. PENALTY. Any person who violates any provision of this Ordinance, upon conviction, shall be deemed guilty of a misdemeanor and shall be fined a sum not to exceed five hundred dollars (\$500.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues. This penalty is cumulative of civil remedies allowed by State law and as provided in the Sign Regulations in the Code of Ordinances for enforcement of this Ordinance.

SECTION 4. 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 5. 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 6. PUBLICATION OF THE CAPTION HEREOF AND EFFECTIVE DATE. This Ordinance shall be in full force and effective from and after its passage and

upon the posting and/or publication, if required by law, of its caption and the City Secretary is hereby directed to implement such posting and/or publication.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AUBREY,
TEXAS ON THIS 28th DAY OF MAY 2026.**

APPROVED:

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT A
SIGN REGULATIONS

Chapter 17, "Sign Regulations"

ARTICLE 17.01. GENERAL PROVISIONS

§ 17.01.001. APPLICABILITY; PURPOSE AND INTENT.

The purpose of this section is to regulate the location, size, construction, duration, use, and maintenance of all signs on a content-neutral basis. The regulations contained within this section shall be applicable within the corporate territorial limits and the extraterritorial jurisdiction of the City of Aubrey, Texas. The general objectives of this section are to balance the rights of individuals to convey their messages through the lawful use of signs with the rights of the public to be protected from potential harm, to promote the health, safety, and welfare of the general public, and to aid in achieving the following goals:

- A. Safety.** To promote the safety of persons and property by providing that signs do not:
 - (1) Create a hazard due to collapse, fire, decay, and/or abandonment;
 - (2) Obstruct firefighting or police observation; or
 - (3) Create traffic hazards by confusing or distracting pedestrians, motorists, or cyclists.
- B. Communication Efficiency.** To enhance the economy, the business, and the industry of the City by promoting the reasonable, orderly and effective display of signs and thereby encourage clear communication with the public, so that:
 - (1) Businesses and services may identify themselves;
 - (2) Motorists, pedestrians, and other persons may locate a business or service;
 - (3) Priority is given to the conveyance of public safety messages; and
 - (4) The right of free speech is preserved and exercised using signs.
- C. Environmental Preservation and Aesthetics.** To protect the public welfare and to preserve and enhance the appearance and economic value of the built environment, by providing that signs:
 - (1) Protect, preserve and enhance scenic views, natural landscapes, and historic values of the city;
 - (2) Protect, preserve and enhance economic viability of the city's commercial corridors by assuring aesthetic appeal to businesses and residents alike;
 - (3) Do not create visual clutter to persons using the public rights-of-way;

- (4) Do not create a nuisance to occupants or customers of adjacent property by sign size, height, brightness, or materials; and
- (5) Are not detrimental to land or property values.

§ 17.01.002 DEFINITIONS.

For the purposes of this Chapter 17, Sign Regulations, the following words shall have the following definitions ascribed to them. Words not defined in this Chapter 17, Sign Regulations, shall be as defined in Chapter 14, Zoning, Exhibit 14A, Section 4, or if not defined herein or in Exhibit 14A, such terms shall be given their common and ordinary meaning.

- (1) **Abandoned sign** means a sign that for at least six continuous months does not identify or advertise a bona fide business, lessor, service, owner, product, or activity, and/or for which no legal owner can be found, and/or that pertains to a time, event or purpose that no longer applies.
- (2) **Advertising** means the act of conveying information to seek the attraction of or to direct the attention of the public to any location, event, person, activity, goods, services or merchandise.
- (3) **Attached sign** means any sign affixed to, applied on, or supported by any part of a building located on-premises.
- (4) **Awning sign** means a permanent sign that is directly applied, attached, or painted onto an awning, which is a projection, shelter, or structure of canvas, metal, wood, or other similar approved material that covers a pedestrian walkway and is intended for protection from the weather or as a decorative architectural feature. (See detailed information and restrictions in section 17.03.001(1), Permanent Signs Allowed in Downtown Area, Awning Signs.)
- (5) **Balloon/floating device** means a visible airtight or airflow through apparatus commonly made of latex, mylar or other similar material that extends by a cord, rope, string, wire or other similar material.
- (6) **Bandit sign** means unauthorized signs posted on utility poles, street signs, traffic signals or signal supports, signal boxes, fences, barricades, trees, posts, or other fixtures within the public right-of-way or public property. The term also includes signs on private property not meeting the definition of a temporary sign and placed with or without the permission of the owner of the property.
- (7) **Banner sign** means a temporary sign having characters, letters, or illustrations applied to plastic, cloth, canvas, or other light fabric or similar material, with the only purpose of such nonrigid material being for background. (See detailed information and restrictions in subsection 17.03.002(1), Temporary Signs in Downtown Area, Banner Signs.)
- (8) **Billboard sign** means a large freestanding sign, generally supported by a metal frame, and consisting of two parallel sign faces which are oriented in opposite directions, used for the display of posters, printed, painted, fixed or electronic advertisements that generally directs attention to a location other than the premises on which the sign is located.
- (9) **Blade sign** means a permanent sign that extends perpendicularly from a main building façade that is visible from both sides.

- (10) **Builder promotional sign** means a sign that is located on a residential or commercial property advertising the availability of homes and/or tenant space. (See detailed information and restrictions in subsection 17.03.005(1), Miscellaneous or Temporary Signs, Builder Promotional Signs.)
- (11) **Building** means any structure that has a roof supported by columns or walls for shelter, support, or enclosure intended for persons, animals, or material goods for any use or occupancy. When separated by dividing walls without openings in a manner significant enough to prevent the spread of fire, each portion of such structure separated may be deemed as a separate building.
- (12) **Building official** means the City's building official or his designee or other City-authorized agent appointed by the City Manager.
- (13) **Canopy sign** means a permanent sign that is applied, attached, painted, or affixed on a canopy or other roof-like cover over gasoline fuel pump, vacuum area at car detail facilities, or other areas where services are provided to a patron in a vehicle intended for protection from the weather or as a decorative embellishment. (See detailed information and restrictions in subsection 17.03.003(1), Permanent Signs, Canopy Signs.)
- (14) **Cantilevered ground sign** means a permanently affixed sign which is wholly independent of a building for support and where the primary support is supplied by a post and the sign hangs from a bracket or support. (See detailed information and restrictions in subsection 17.03.003(2), Permanent Signs, Cantilevered Ground Signs.)
- (15) **Certificate of occupancy** means an official certificate issued by the City which indicates conformance with building, zoning, and health safety regulations and authorizes legal use and occupancy of the premises for which it is issued.
- (16) **Changeable electronic message/reader board sign** means a permanent sign or portion of a permanent sign designed to allow advertising or wording to be changed at periodic intervals, either manually or electronically, and is operated whereby light is turned on and off intermittently. This definition includes any illuminated sign in which such illumination is not kept stationary or constant in intensity and color when said sign is in use, including a light emitting diode ("LED") or digital sign. The term "changeable electronic message/reader board sign" does not include a sign located within the right-of-way that functions as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices approved by the Federal Highway Administrator as the National Standard. (See detailed information and restrictions in subsection 17.03.005(2), Miscellaneous or Temporary Signs, Changeable Electronic Message/ Reader Board Sign.)
- (17) **City** means the City of Aubrey, Texas.
- (18) **City Manager** means the City Manager or his designee or other City-authorized agent designated by the City Manager.
- (19) **Conforming sign** means a sign that is legally installed in conformance with jurisdictional laws and ordinances.
- (20) **Construction sign** means a temporary sign containing graphics, symbols, text or images securely attached to, or printed directly onto the screening fabric of, a temporary fence or barrier placed around an active construction site. (See detailed information and restrictions in subsection 17.03.005(3), Miscellaneous or Temporary Signs, Construction Sign.)

- (21) Crown sign means a wall sign extending not more than three feet from the building facade and located on the upper horizontal band of a building at least 55 feet in height and four stories in height. (See detailed information and restrictions in subsection 17.03.003(3), Permanent Signs, Crown Signs.)
- (22) Development sign, temporary means a temporary sign which advertises real estate, brokerage, development or similar opportunities related to the land on which the sign is located. The definition does not include Builder Promotional Signs. (See detailed information and restrictions in subsection 17.03.005(4), Miscellaneous or Temporary Signs, Development Sign.)
- (23) Drive-through order sign means a sign erected in conjunction with a use that incorporates a drive-through or drive-in. (See detailed information and restrictions in subsection 17.03.003(4), Permanent Signs, Drive-Through Order Signs.)
- (24) Effective sign area means the portion of the sign face that is utilized for the display of information to include background, however, does not include the framework or base of the sign.
- (25) Erect or install means to build, construct, attach, hang, place, suspend, affix, paint, display, apply, assemble or place in any manner, including, but not limited to, on the exterior of a building or structure.
- (26) Exempt means a sign permit is not required; however, compliance with all other City ordinances and the City's Zoning Ordinance, as it currently exists or may be amended, is required.
- (27) Facade means any separate face of a building, including parapet walls and omitted wall lines, or any part of a building which encloses or covers usable space. Where separate faces are oriented in the same direction, or in directions within 45 degrees of one another, they are considered as part of a single facade.
- (28) Feather flag means a wind device as defined herein that contains a harpoon-style pole or staff driven into the ground for support.
- (29) Flag means a piece of fabric attached to a staff or cord on one end and generally used as a symbol of a nation, state, political subdivision, or organization. (See detailed information and restrictions in subsection 17.03.005(5), Miscellaneous or Temporary Signs, Flags.)
- (30) Flagpole means a freestanding device permanently placed in the ground for the purpose of flying a flag of a nation, state, political subdivision, or organization.
- (31) Frame duration means the time during which the frame continues a changeable message sign.
- (32) Garage sale see yard sale.
- (33) Government/regulatory sign means any sign that is erected by or upon the order of a public officer, employee or agent thereof, in the discharge of official duties.
- (34) Graffiti means pictures, words, slogans, images, or other artwork painted, drawn, scratched, or applied in any manner to exterior walls, fences, structures, vehicles, stone, statues, buildings, or other items in public view. Graffiti includes the illegal or unauthorized

defacing of a building, wall, or other edifice or object by painting, or otherwise marking it with words, pictures, symbols, advertising, logos, relations with a group, indecent/vulgar images, or offensive language.

- (35) Grand opening means a commemoration that promotes the opening of a new business. A grand opening may only be located at the business that received a certificate of occupancy.
- (36) Human sign means any hand-carried or held sign, symbol, or display on persons visible from the public right-of-way, which may include persons dressed in costume.
- (37) Illegal sign means a sign that fails to comply with any provision of this section 27, or other applicable Ordinance of the City, and which is not classified as a nonconforming sign as defined herein.
- (38) Illuminated sign means a sign designed or made that consists of lights, LEDs, or other form of illumination that displays a message or picture that does not scroll, fade, blink, flash, travel, or through any other means that do not provide constant illumination.
- (39) Impounded sign means a sign that is legally removed by the City in accordance with the provisions of subsection D(6), "Removal of Signs in Violation."
- (40) Incidental sign means a sign that is normally incidental to the allowed use on the property such as, but not limited to, directional signs, entrance, exit, or overhead clearance. (See detailed information and restrictions in subsection 17.03.005(6), Miscellaneous or Temporary Signs, Incidental Signs.)
- (41) Inflatable sign means a temporary sign manufactured of plastic, cloth, canvas, or other light fabric and inflated with air. (See detailed information and restrictions in subsection 17.03.005(7), Miscellaneous or Temporary Signs, Inflatable Signs.)
- (42) Logo means any registered or recognized design, insignia, or other mark, which is used in advertising to identify an organization, individual, company, or product.
- (43) Mechanical sign means any sign, which rotates, shakes, or moves by means of a motor, battery, or the like.
- (44) Merchandise display means any goods, wares, merchandise, or other advertising object or structure suspending from any building, pole, structure, sidewalk, parkway, driveway, parking area, or fuel pump island for the purpose of advertising such items.
- (45) Message transition means the process by which a change occurs or the period of time between the changing from one message to another on a changeable message sign.
- (46) Monument sign means a permanent freestanding sign that is supported from grade to the bottom of the sign having or appearing to have a solid and opaque base independent of the principle building or structure.
- (47) Monument sign, multiple tenant means a permanent freestanding sign that is supported from grade to the bottom of the sign having or appearing to have a solid and opaque base independent of the principle building or structure located on a single lot that contains multiple businesses. (See detailed information and restrictions in subsection 17.03.003(5), Permanent Signs, Monument Signs - Multiple Tenant Signs.)

- (48) Monument sign, single tenant means a permanent freestanding sign that is supported from grade to the bottom of the sign having or appearing to have a solid and opaque base independent of the principle building or structure located on a single lot that contains only one business. (See detailed information and restrictions in subsection 17.03.003(6), Permanent Signs, Monument Signs - Single Tenant.)
- (49) Mural sign means pictures or artwork painted, drawn, or applied on the exterior walls of a building depicting a non-commercial message. (See detailed information and restrictions in subsection 17.03.001(2), Permanent Signs in Downtown Area, Mural Signs.)
- (50) Neglected sign means a sign that has any missing panels, burned out lights, missing letters or characters, rust, loose parts, damage, fading from its original color, supports or framework with missing sign or parts, or is not maintained.
- (51) Non-profit sign means a temporary sign that shall be located on private property that is owned by a legitimate business or entity that has as a primary function a charitable and/ or non-profit status, as determined by the IRS standard. (See detailed information and restrictions in subsection 17.03.005(8), Miscellaneous or Temporary Signs, Non-Profit Signs.)
- (52) Non-residential use means any structure or use not included in the definition of "residential use" contained in this section including, but not limited to, a home-builder model home, a temporary sales trailer, and an apartment leasing office.
- (53) Nonconforming sign means any sign and its supporting structure that does not conform to all or any portion of this section 27, Sign Regulations, and (1) was in existence and lawfully erected prior to the effective date of this section; (2) was in existence and lawfully located and used in accordance with the provisions of any prior ordinances applicable thereto or which was considered legally nonconforming thereunder, and has since been in continuous or regular use; or (3) was used on the premises at the time it was annexed into the City and has since been in regular and continuous use. (See detailed information and restrictions in subsection D(4), Nonconforming Signs.)
- (54) Notice means a notice required by this section shall be sufficient if it is submitted by personal delivery, registered or certified mail with return receipt requested, and/or sending the notice through the United States Postal Service.
- (55) Obscene sign means a sign in which the dominant theme of material taken as a whole appeals to a prurient interest in sex, is patently offensive because it affronts community standards relating to the description or representation of sexual matters and is utterly without redeeming social value.
- (56) Off-premises sign means a sign that advertises, promotes, or pertains to a business, person, organization, activity, event, place, service, product, etc., at a location other than where the sign is located.
- (57) On-premises sign means a sign that advertises, promotes, or pertains to a business, person, organization, activity, event, place, service, product, etc., at the location of which the sign is located.
- (58) Outdoor vending machine sign means a sign located on an outdoor machine, device, or equipment which may include, but is not limited to, coin-operated/electronic payment vending machines, fuel dispensing pumps, telephone facilities, automatic teller machines, automotive vacuum cleaners, amusement rides, propane tank sales, and similar machines,

devices, or equipment. (See detailed information and restrictions in subsection 17.03.005(9), Miscellaneous or Temporary Signs, Outdoor Vending Machine Signs.)

- (59) Person means any individual, firm, partnership, corporation, company, organization, or business entity of any kind.
- (60) Pole sign means a freestanding sign that is detached from a building and is supported by one or more structural elements that are either: (1) architecturally dissimilar to the design of the sign; or (2) less than 1/4 the width of the sign.
- (61) Political sign means a temporary sign announcing or supporting political candidates or issues in connection with a national, state, or local election. (See detailed information and restrictions in subsection 17.03.005(10), Miscellaneous or Temporary Signs, Political Signs.)
- (62) Portable sign means any sign not permanently attached to the ground or to a building which is designed to be easily transported or conveyed to different locations.
- (63) Premises means a lot, parcel, tract, or plot of land together with the buildings and structures thereon.
- (64) Prohibited sign means signs that do not comply with this or other applicable ordinances and that are otherwise not allowed within City boundaries or in Aubrey's Extraterritorial Jurisdiction (ETJ).
- (65) Projecting sign means a permanent attached sign that is wholly or partially dependent upon a building for support and extends from said building, generally at a right angle. (See detailed information and restrictions in subsection 17.03.001(3), Permanent Signs allowed in Downtown Area, Projecting Signs.)
- (66) Public informational sign means a sign erected by or at the direction of the City, local, federal or state governments for the purpose of providing instruction, information, or direction to the general public, including, but not limited to, signs identifying a property address, restrooms, handicap parking spaces, reserved parking spaces, freeze warning, no trespassing, no dumping, no loitering, no soliciting, beware of dog warning, water resource information, lock/take and hide, construction entrance and/or exit signage.
- (67) Residential subdivision entrance sign (subdivision entry sign) means a permanent freestanding sign that is supported from grade to the bottom of the sign having or appearing to have a solid and opaque base independent of the individual residential structures and located on a lot owned and maintained by the HOA for the purposes of identifying the main or secondary entrances to a residential community. (See detailed information and restrictions in subsection 17.03.004(1), Permanent Signs allowed in Residential and Multi-Family Districts, Residential Subdivision Entrance Sign.)
- (68) Residential use means a structure where the primary purpose is to provide a permanent place of residence to an individual or family.
- (69) Residential yard sign means an on-site temporary residential sign used to publicize or announce information at the discretion of the homeowner or tenant of the property such as, but not limited to, home improvement signs, residential real estate signs, or school affiliation signs. (See detailed information and restrictions in subsection 17.03.005(14), Miscellaneous or Temporary Signs, Residential Yard Signs.)

- (70) Revolving sign means a sign that turns, spins, partially revolves, or completely revolves 360 degrees on an axis.
- (71) Right-of-way means the area on, below, or above a public roadway, highway, street, public sidewalk, waterway, or utility easement in which the City has an interest.
- (72) Roof sign means a sign mounted on and supported by the roof portion of a building, above the uppermost edge of a parapet wall and is supported by the building, or a sign that is painted directly upon the roof or top of a building.
- (73) Scoreboard means a sign located on or adjacent to an athletic field or stadium, which is used to display information pertaining to an event at the field or stadium. (See detailed information and restrictions in subsection 17.03.005(11), Scoreboards.)
- (74) Searchlight means any use of lighting intended to attract the general public by the waving or moving of light beams.
- (75) Section or this section means these Sign Regulations unless the context otherwise specifically provides.
- (76) Sidewalk sign means a movable sign not secured or attached to the ground or surface upon which it is located. This sign type is typically an A-frame or spring-mounted sign. (See detailed information and restrictions in subsection 17.03.002(2), Temporary Signs allowed in Downtown Area, Sidewalk Signs and in subsection 17.03.005(12), Miscellaneous and Temporary Signs, Sidewalk Signs.)
- (77) Sign means any form of publicity or advertising which directs attention to an individual, business, commodity, service, activity, or product by means of words, figures, numerals, emblems, devices, trade names or trademarks, or other pictorial matter that communicates information of any kind to the public.
- (78) Sign cabinet means a wall or freestanding sign that is self-enclosed and contains all the text and/or logo symbols within the enclosed cabinet which may or may not be illuminated. It can be single- or double-faced.
- (79) Strip center means a commercial building comprised of multiple, individual businesses on a single lot where the primary entrance for each tenant is generally accessed from the outside.
- (80) Subdivision means the division of a lot, tract, or parcel of land into two or more lots, plats, sites, or other divisions of land for the purpose, whether immediate or future, of sale or of building development.
- (81) Temporary development sign means a sign that identifies a real estate project that is under construction.
- (82) Temporary sign means any sign which is not rigidly and permanently installed into or on the ground, attached to a building, or as defined in this section.
- (83) Temporary, non-profit sign means any sign which meets the criteria for a temporary sign within this section but is used by a non-profit agency or entity and placed for a limited duration on the property owned by the non-profit agency or entity. (See detailed information and restrictions in subsection 17.03.005(8), Miscellaneous or Temporary Signs, Non-Profit Signs.)

- (84) Total sign area means the total area of a sign including the display, framework, and base.
- (85) Unified development zone means a tract of land or a grouping of lots that are considered as one unit, such as a shopping center or a college campus.
- (86) Unified sign plan means a specific and uniform scheme for a unified development zone or a specific geographic area within the City whereby the signage is coordinated by color, type of materials, size, graphics, fonts, and design elements to create a cohesive and attractive.
- (87) Vacant building sign means any sign associated with a vacant building or a vacant lease space, except a sign pertaining to the lease or sale of the building to which it pertains, or a sign which is under lease from an owner or his authorized agent when such sign is maintained by a person operating under his own bond.
- (88) Vehicle means a motorized machine on wheels, treads, or runners by which any person, material, commodity, or property is or may be transported.
- (89) Vehicular sign means a commercial sign painted upon or applied directly to (including magnetic) any truck, car, bus, trailer, boat, recreational vehicle, motorcycle, or other vehicle. (See detailed information and restrictions. (See detailed information and restrictions in subsection 17.03.005(13), Miscellaneous or Temporary Signs, Vehicular Signs.)
- (90) Wall sign means a permanent sign affixed to or painted on an exterior wall and extending not more than 12 inches from the facade of any building to which it is attached, supported throughout its entire length by the building face. (See detailed information and restrictions in subsection 17.03.001(4), Permanent Signs allowed in Downtown Area, Wall Signs and in subsection 17.03.003(7), Permanent Signs, Wall Signs.)
- (91) Wayfaring sign means a specific sign erected or endorsed by the City that is placed to direct citizens and visitors to points of interest within the City. (See detailed information and restrictions in subsection 17.03.001(5), Permanent Signs allowed in Downtown Area, Wayfaring Signs.)
- (92) Wind device means any pennant flag, streamer, spinner, balloon, feather sign, or similar device made of cloth, canvas, plastic, or any flexible material designed to float or move freely.
- (93) Window sign means a sign affixed to any surface of a window (internal or external) or is located within three feet from the interior window of any establishment. (See detailed information and restrictions in subsection 17.03.001(6), Permanent Signs allowed in Downtown Area, Window Signs.)
- (94) Yard/garage sale means a sign indicating the date and location of the sale of goods at a residential property and includes yard sales and estate sales. (See detailed information and restrictions in subsection 17.03.005(15), Miscellaneous or Temporary Signs, Yard Sale Signs.)
- (95) Zoning districts means the various use districts designated in the City's Zoning Ordinance.
- (96) Zoning sign means any temporary sign erected in conjunction with a request to zone or rezone a property in accordance with the City's Zoning Ordinance.

§ 17.01.003. JURISDICTION AND APPLICABILITY.

- (1) The terms and conditions of this Chapter 17, Sign Regulations shall apply to all signs located within both the City of Aubrey and its extraterritorial jurisdiction (ETJ), pursuant to Local Government Code, Chapter 216, as amended. The City Manager shall be responsible for interpreting and administering the provisions of this section as set forth herein.
- (2) Signs located on property owned by the City of Aubrey, an independent school district or any other governmental agency are not required to meet the requirements of this section. However, signs located on property owned by the City of Aubrey shall be permitted only upon approval of the City Manager.

ARTICLE 17.02. ADMINISTRATION

§17.02.001 PERMIT REQUIRED.

- (a) Sign Permit Required. No sign, unless otherwise excepted under this Chapter 17, Sign Regulations, shall be erected, placed, located, secured, constructed, altered, attached, painted or displayed to/on the ground, any building, and/or any structure, until a permit for such sign has been approved and issued by the City Manager. In no event shall a permit be required for any government/ regulatory sign, and a government/regulatory sign may be placed in the public right-of-way.
- (b) Application. An application for a sign permit may be obtained from the City's offices. The City Manager shall approve or deny an application for a sign permit within 30 days of the City's receipt of a completed application. An application shall be complete upon City's receipt of all submittal documents and information outlined in the sign permit application and this chapter. An application shall provide all information required by this chapter for the type of sign for which a permit is requested, shall be subject to the criteria based upon the type of sign requested, and shall be subject to the general criteria as set forth below:
 - (1) A diagram shall be provided showing the location of the sign on the property, all applicable required measurements and dimensions of the proposed sign, as well as any applicable proposed electrical connections.
 - (2) Engineer sealed plans may be required for a proposed sign as determined necessary in the discretion of the City Manager, upon review of a permit application.
 - (3) Incorrect, inaccurate, false, or misleading information provided in an application shall be grounds for denial of the proposed permit.
 - (4) An application shall be eligible for permit issuance if a proposed sign conforms to all City ordinances and the requirements of applicable adopted building codes that may be applicable.
 - (5) After a sign permit has been issued, it shall be unlawful to change, modify, alter, or otherwise deviate from the terms and conditions of the approved sign permit without prior approval by the City Manager.
- (c) Permit Fee. Every application for a sign permit shall be submitted with a nonrefundable fee as provided in the City's fee schedule. An application will not be accepted without the permit fee paid in full.
 - (1) Fees for sign permit applications shall be assessed in accordance with the City's

currently adopted fee schedule.

- (2) Work without a permit. A fee of two times the amount of the permit fee shall be assessed for any work done without or prior to the issuance of a permit.
- (d) Inspection. The City Manager is authorized to perform or direct the performance of an inspection of any and all signs to determine that the sign has been constructed in accordance with and complies with the requirements of this chapter, all applicable ordinances, and the approved permit. The City Manager shall determine the method and time of such inspections.
- (e) Permit Expiration/Extension/Removal. If the work authorized by a sign permit issued under the provisions of this chapter has not been completed within 90 days after the date of issuance of a sign permit, the permit shall expire unless extended as provided herein. Additional time for completion of construction may be approved by the City Manager upon receipt of a written request by a permit holder documenting good cause for the delay if such request is received prior to expiration of the 90 day period for construction. If a sign has not received final inspection approval by the City within the 90 day period, or an extension is not approved, the permit holder shall remove all components of the partially constructed sign from premises upon which the sign is located within 10 business days of permit expiration.

§ 17.02.002. INTERPRETATION, ADMINISTRATION AND REVOCATION OF PERMIT.

- (a) The City Manager shall be responsible for interpreting and administering these Sign Regulations. The City Manager may suspend or revoke any permit for a sign issued in error, or for which incorrect, misleading, or false information was supplied as part of the permit application, or if a permit is issued in violation of any provision of this chapter, any other ordinance of the City, or the laws of the state or the federal government. Such revocation shall be effective when communicated as provided in section 17.02.002(b). Any sign that is the subject of a revoked permit shall be immediately removed by the person in control of the sign or premises upon which the sign is located, or within a reasonable time as determined by the City Manager. The time for removal shall not exceed 10 business days of the date of the written notice of revocation.
- (b) Notice of revocation shall be deemed to have been given by letter sent certified, first-class mail, return receipt requested and addressed to the person to whom the permit is issued, the owner of the sign, or the owner of the premises on which the sign is located at the owner's address as recorded in the appraisal district records of the appraisal district.
 - (i) The City Manager may revoke a contractor registration issued in error or for those reasons stated herein.
- (c) Temporary exemptions: The City Manager shall have the authority to approve temporary exceptions to the sign ordinance as set forth in this chapter in emergency circumstances and/or in relation to public works project's directional and safety signage.
- (d) Public safety protection: Nothing in this chapter is meant to prevent any public safety agency from setting up and utilizing any type of sign needed on a temporary basis to protect and enhance public safety solely at the discretion such agency or the City.

§ 17.02.003 PROHIBITED SIGNS.

The following signs are expressly prohibited:

- (1) Abandoned signs;

- (2) Merchandise displays, except as authorized by the City's Zoning Ordinance;
- (3) Billboard signs;
- (4) Graffiti;
- (5) Neglected signs;
- (6) Balloon and air devices;
- (7) Bandit signs;
- (8) Human signs;
- (9) Portable signs, unless specifically permitted within this chapter;
- (10) Revolving signs;
- (11) Mechanical signs;
- (12) Pole signs;
- (13) Roof signs;
- (14) Vacant building signs;
- (15) Wind devices, excluding feather flags, flags and banners as authorized by this section;
- (16) Obscene signs;
- (17) LED, string or similar lighting outlining windows, doors, or other similar building features;
- (18) Searchlights, beacons, or laser lights, unless used in conjunction with a City-authorized special as defined in section 17.01.002, Definitions, of this Code, as amended; and
- (19) Other prohibited signs:
 - a. Any sign not referenced in or governed by these Sign Regulations or expressly allowed by City ordinance, state or federal law;
 - b. Any sign erected or installed without the issuance of a permit, either prior to or after the adoption of this chapter (if a permit was required);
 - c. Any sign that emits odor or visible matter;
 - d. Any billboard sign located, relocated, or upgraded within the corporate limits or extraterritorial jurisdiction of the City;
 - e. Any sign erected or installed in or over a public right-of-way or access easement, unless permitted within this chapter;
 - f. Any sign located on private property without the consent of the owner of the premises;
 - g. Any sign that does not comply with this or other applicable municipal ordinances, or those which do not comply with federal or state laws;
 - h. Any sign supported by a bench, tree, rock, bridge, [or] public utility pole;
 - i. Any sign supported by a fence, except as otherwise permitted in this chapter;
 - j. Any floating device(s) anchored to the ground of any vehicle, structure or any other

fixed object for the purpose of advertising or attracting attention to a business, commodity, service, sale, or product, except as otherwise permitted in this chapter;

- k. Any sign placed on any traffic control device or utility support structure or pole, or over public right-of-way or other public property, unless the sign is placed by the City, county, state, or other authorized governmental agency, or with the permission of the City, for public purposes, unless permitted within this chapter; and
- l. Off-premises signs, unless specifically permitted within this chapter.

§17.02.004 NONCONFORMING SIGNS.

- (a) Signs legally in existence at the time of the adoption of this Chapter 17, Sign Regulations, which do not conform to the requirements of this chapter and/or signs meeting the definition of a nonconforming sign provided in this chapter, shall be considered nonconforming signs, and may remain in place as provided herein. A sign that is not classified as a nonconforming sign as defined herein shall be classified as an illegal sign.
- (b) All permanent signs and sign structures, with the exception of existing pole signs, which are addressed in sections 17.02.004(b)(7) and 17.02.004(b)(8), and billboards (currently deemed illegal and nonconforming) and addressed in subsection 17.02.004(b)(9) shall be brought into conformance with the sign regulations when and if the following occurs:
 - (1) The sign is removed, relocated, or significantly altered. Significant alterations include changes in the size or dimension of the sign. Changes to the sign copy or the replacement of a sign face on a nonconforming sign shall not be considered a significant alteration.
 - (2) If more than 50 percent of the sign area is damaged, it shall be repaired to conform to this section.
 - (3) An alteration in the structure of sign support.
 - (4) A change in the mechanical facilities or type of illumination.
 - (5) A change in the material of the sign face.
 - (6) If the property where the nonconforming sign is sold with full ownership being transferred, the nonconforming sign shall be brought into conformance with this Code at the time of transfer unless the buyer continues to operate the business under the same name that was on the nonconforming sign at the time of transfer.
 - (7) Notwithstanding section 17.02.003(12), pole signs existing as of the date of June 26, 2025 which are less than two years old may be maintained for a maximum of seven years, if they otherwise conform to this Chapter 17 of the Aubrey Code of Ordinances.
 - (8) Notwithstanding section 17.02.003(12), pole signs existing as of June 26, 2025 which are more than two years old may be maintained for a maximum of five years, if they otherwise conform to this Chapter 17 of the Aubrey Code of Ordinances.
 - (9) Notwithstanding section 17.02.003(3), billboard signs existing as of June 26, 2025 may be maintained for a maximum of five years, if they otherwise conform to this Chapter 17 of the Aubrey Code of Ordinances.
- (c) Change to a Conforming Sign. A Nonconforming Sign may be altered to become or be replaced with a sign that conforms to the requirements of this chapter. Once a sign is altered to conform or is replaced with a sign that conforms with the requirements of this

chapter, the nonconforming rights for the original sign shall lapse and a nonconforming sign may not be re-established. Unless a sign is prohibited or is an illegal sign as defined herein, proposed changes or modifications to a Nonconforming Sign that are not allowed as provided in this chapter shall only be allowed with an approved variance utilizing the variance process provided in section 17.02.008.

- (d) If there is no sign in place on a sign structure or building wall for six continuous months, the nonconforming rights are lost, and a nonconforming sign may not be re-established. If the sign structure is unused for less than six continuous months, a nonconforming sign may be re-established.
- (e) A nonconforming sign in the City or its extraterritorial jurisdiction (ETJ) may be relocated, reconstructed, or removed as provided by law including, but not limited to, V.T.C.A., Local Government Code, ch. 216 as it exists or may be amended.
- (f) A nonconforming sign or sign structure may be removed temporarily to perform sign maintenance or sign repair. In order to preserve the nonconforming sign status, the person removing the sign must inform the City Manager, in writing, before the sign is removed. If the responsible party fails to inform the City Manager, any re-erected sign shall lose its nonconforming status and will be considered a new sign subject to compliance with all requirements of this chapter.

§17.02.005 MAINTENANCE OF SIGNS/NEGLECTED AND ABANDONED SIGNS.

- (a) All signs, including nonconforming signs, shall be continuously maintained in a neat condition and appearance. Sign panels and/or sign graphics shall be secured and maintained so that they do not separate from, hang from, or fall from a sign. Sign panels and sign graphics shall not be faded, ripped, or have any other damage. Illuminated signs with all or part of the sign being unilluminated shall be repaired within seven business days of the date of notice.
- (b) Abandoned signs and neglected signs shall be considered a public nuisance and are prohibited.
- (c) Upon written notification to the permit holder by the City Manager, such abandoned signs shall be removed from the premises and neglected signs shall be repaired or removed from the premises by the property owner, agent, or person having beneficial use of the land, building, or structure upon which sign is located within seven business days of the date of notice.
- (d) The notification shall state that the offending sign shall be repaired or removed by the owner, agent, or person having beneficial use of the land, building, or structure upon which such sign is located within seven business days of the date of notice. The notification shall further state that if the sign is not removed or repaired, a citation may be issued and the City may utilize any civil remedy available to remove or repair the sign, up to and including impoundment and placement of a lien on the property to recover costs of repair or removal.
- (e) If any sign is determined to present an immediate danger to the health, safety, and general welfare of the public, the City may remove it immediately without providing prior written notice. However, within 10 days of the date of removal of the sign, the City shall notify the owner of the property on which the sign was located of the reason(s) for removal of the sign and may utilize a civil process or place a lien on the property to recover costs. Such notice shall be sufficient if provided in writing to the owner of the premises on which the sign is located at the owner's address as recorded in the appraisal district records of the appraisal district or the person to whom a sign permit has been issued for the sign.

- (f) It shall be unlawful for any person, firm, or corporation receiving such written notice to fail to comply with the direction of the notice. In the event of failure to comply with such notice, the City Manager is hereby authorized to cause the removal and impoundment of such sign. Any expenses incident thereto shall be the responsibility of the owner, agent, or person having beneficial use of the land, building, or structure upon which such sign was located.

§ 17.02.006 Removal of Signs in Violation.

- (a) Removal/Impoundment of Prohibited Signs. All prohibited signs, dilapidated signs, or noncompliant signs shall be considered a public nuisance and are prohibited by this chapter within the City limits and its extraterritorial jurisdiction. Upon identification of any prohibited sign, the City Manager shall provide written notification of the violation to the owner of the property on which the prohibited sign is located and/or the installer of the sign.
- (1) The notification shall state that the offending sign shall be removed by the owner, agent or person having beneficial use of the land, building or structure upon which such sign is located within the time period prescribed after written notification to do so.
 - (2) The notification shall further state that if the prohibited sign is not removed within a specific time frame (not to exceed 10 calendar days) a citation may be issued and the City may resort to any civil remedy available up to and including impoundment.
 - (3) If any sign is determined to present an immediate danger to public health, safety, or welfare, the City shall remove it immediately.
 - (4) Within 10 calendar days of the removal of the sign, the City Manager shall notify the owner of the property on which the sign was located of the reason(s) for the removal of the sign.
 - (5) Signs authorized by a sign permit number with an expiration date shall be removed promptly upon the date of expiration.
 - (6) Signs remaining after the date of expiration shall be deemed prohibited. The sign permit that provides the expiration date shall be considered adequate notice of violation.
 - (7) Bandit signs may be removed immediately by the City.
- (b) Failure to Comply. It shall be unlawful for any person receiving such written notification or having an expired sign permit to fail to comply with the direction of the notification. In the event any person fails to comply with such notice provided, the City Manager is hereby authorized to cause the removal and impoundment of such sign. Any expenses incident thereto shall be the responsibility of the owner, agent or person having beneficial use of the land, building or structure upon which such sign was located.
- (c) Impounded Signs and Recovery.
- (1) Impounded signs may be recovered by the owner within seven calendar days from the date of the written notification of impoundment by paying a fee determined by the City's current fee schedule as approved by the City Council.
 - (2) Impounded signs not recovered within seven calendar days from the date written notification of impoundment is sent shall be deemed abandoned and may be disposed of by the City in any manner City Manager determines appropriate.

§ 17.02.007 UNIFIED SIGN PLAN.

- (a) A Unified Sign Plan is required prior to the issuance of a sign permit for all signage on

properties that are greater than four acres in size and/or have more than six independent businesses located on the overall property. The purpose of the Unified Sign Plan is (i) to provide overall sign locations on a property by identifying the relationship of each sign to surrounding and existing signs and properties; and (ii) to provide uniformity in size, design, colors, and proportions of signs within the development. In addition, the Unified Sign Plan shall be designed to promote a cohesive relationship between current developments and proposed future improvements and to provide for consistency and uniformity among buildings and signs for a commercial development made up of multiple independent businesses and for adjacent residential developments. The Unified Sign Plan purpose is to provide signage so that it identifies commercial establishments in a readable and distinct manner to allow uses to be easily differentiated, and to maintain an uncluttered appearance that provides a pleasing visual environment.

(b) A Unified Sign Plan shall contain the following information:

- (1) Elevations of the locations of signs illustrating the materials of construction, colors, lighting, fonts of letters and dimensions of the signs. If the sign is to be attached to a building, the elevation shall be a composite of the sign and the building;
- (2) Elevations depicting the size of the signs in relation to the size of the buildings within the development;
- (3) A plan drawn to preliminary site plan, or site plan specifications, as detailed in the Zoning Ordinance, as it currently exists or may be amended, of the site illustrating the location of existing and proposed signs on the property and, if required by City staff, on adjacent properties;
- (4) Other information to illustrate the consistency and uniformity of the signs; and
- (5) For Unified Sign Plans, the sign plan shall identify a unified development zone. Only those properties and businesses included within the unified development zone shall be included/identified on the unified development signs erected within the unified development zone. Prior to City consideration of a unified development zone, all property owners located within a proposed unified development zone must submit notarized letters to the City authorizing the creation of the unified development zone. A lot shall only be included in one unified development zone.

(c) A Unified Sign Plan is required for all commercial use developments in all zoning districts that include six or more independent businesses within the overall development zone or that are located upon land that is greater than four acres in size, whichever is the most restrictive.

(d) A proposed Unified Sign Plan and all individual signs requested within such plan, or as otherwise required in this chapter, shall be submitted to the development services department for review and approval. The Unified Sign Plan, including individual signs therein, will be reviewed for compliance with this Chapter 17 and in accordance with the City's development review schedule. The Building Official may approve or deny a Unified Sign Plan or approve such plan or individual signs therein with conditions. Should the building official deny a proposed Unified Sign Plan or sign therein, the applicant shall be notified in writing within 10 days of such decision and shall have a right to appeal the decision of the Building Official to the sign board within 10 days of the date of the decision of the Building Official, and thereafter may appeal the decision of the Sign Board to the City Council. Appeals under this chapter to the Sign Board and City Council shall be in accordance with the procedure and criteria set forth in section 17.02.008(b) hereof.

§ 17.02.008 WAIVERS AND APPEALS.

- (a) Sign Board. All waivers and appeals to this Chapter of the Code of Ordinances shall be presented to the Sign Board. This appointed body shall be made up of the same members as the Board of Adjustment.
- (b) Process. Any person requesting a waiver from the rules and regulations detailed herein shall apply in writing to the Sign Board. The application shall contain the information and plans requested in the waiver specifically identifying the requested variation or relief from the provisions of this chapter, along with the established application fee required in the City's fee schedule. The application shall include reasons for the requested waiver including any situation or issue that the applicant believes will necessitate the requested variation or relief from the requirements of this chapter, and the existing regulations to be altered. No public hearing and/or notification of property owners is required for a sign waiver. The burden of demonstrating that the requested waiver meets the requirements of this chapter shall be on the applicant. Waivers and appeals to Section 17.02.003 – Prohibited Signs are not allowed and will not be considered.
- (c) Approval Standards. When considering a request for a waiver from the requirements of this chapter 17, the Sign Board shall consider the following criteria when granting a waiver:
- (1) Special conditions exist which are unique to the land, structure or building involved and are not applicable to other lands, buildings or structures in the same vicinity. The Sign Board may attach such conditions to granting all or a portion of any waiver necessary to achieve the purpose of this chapter; and
 - (2) The strict interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the vicinity under the terms of this chapter; and
 - (3) The special conditions and circumstances necessitating the request for waiver do not result from the actions of the applicant and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences; and
 - (4) Granting the waiver will meet the objectives of the chapter and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare; and
 - (5) Granting of the waiver will be in harmony with the spirit and purpose of this chapter, the Zoning Ordinance and the Comprehensive Plan of the City.
- (d) Approval by the Sign Board. In its sole discretion, the Sign Board shall have the authority to waive or amend certain regulations if it deems the change to be in the best interest of the City of Aubrey.
- (e) Appeal. If the Sign Board denies the application for a waiver, the applicant may appeal to the City Council, which will have the final authority. In its sole discretion, the City Council shall have the authority to grant a waiver or amend certain regulations if it deems the change to be in the best interest of the City of Aubrey.
- (f) Limitation on Reapplications. When the City Council has denied an application for waiver under this chapter, no new applications for the same request or for a request of a similar nature shall be accepted or scheduled for consideration by the City Council for a period of 12 months after the date of such City Council denial. Applications that have been withdrawn at or before the meeting date at which an application is posted for consideration by the Sign Board, and appeals of Sign Board decisions that have been withdrawn at or before the meeting date at which an appeal is posted for consideration by the City Council may be resubmitted at any time for consideration before the Sign

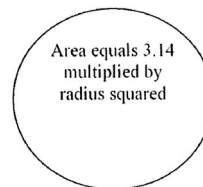
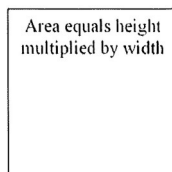
Board and/or City Council.

§ 17.02.009 PENALTY FOR VIOLATION OF CHAPTER 17, SIGN REGULATIONS.

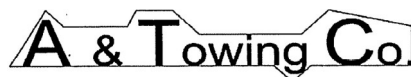
- (a) Penalty for Violation. Any person, as defined herein, who violates any one or more of the provisions of this chapter or causes or permits the violation of any one or more provisions of this chapter shall be guilty of a Class C Misdemeanor upon conviction, and shall be subject to a fine not to exceed the maximum fine of \$500.00 or \$2,000.00 as applicable and allowed by state law. A separate offense shall be deemed committed upon each day or part of a day during or on which a violation occurs or continues.
- (b) Presumption of Ownership. There shall be a rebuttable presumption that a person is responsible for a violation of this chapter if the person is:
- (1) The permit holder for the sign; or
 - (2) The owner, operator, agent, employee, or manager of an entity or business that is identified on or endorsed or promoted by the Sign, or if the Sign identifies a phone number or email, physical or other social media address for such person or a person who is listed or otherwise identified on the sign as responsible for the sign or the purpose being advertised.
- (c) Presumption Rebuttable. The presumption established by section 17.02.009(b) may be rebutted if the person provides the full name, date of birth, physical and mailing address, and telephone number or numbers for the person who is determined to be responsible for the violation.

§ 17.02.010 SIGN MEASUREMENT.

- (a) Area. The area of a sign shall be measured as follows:
- (1) For signs in the shape of a square, rectangle, circle, or similar standard geometric shape, the area shall be calculated by using the standard mathematical formula (height multiplied by width, 3.14 multiplied by radius squared, etc.) of the effective sign area.



- (2) For signs with an irregular shape, the area shall be measured by enclosing the sign elements with intersecting lines and using the standard mathematical formula (height multiplied by width). This method of measurement shall be used for wall sign with individually mounted letters.



- (3) The area of a spherical, cylindrical, or other three-dimensional sign shall be measured by calculating the area of a two-dimensional drawing of the largest elevation of the sign.
- (4) Where a sign has two faces, the area of the largest sign face shall be used to determine

the area of the sign provided the two faces are within 30 degrees from parallel. Where a sign has two or more faces that are greater than 30 degrees from parallel, the sign area shall either be calculated as the sum of the area of each face, or the sign will constitute two signs (a V-shaped sign).

(5) Letters forming a word or name shall be considered a single sign, regardless of the spacing between letters.

- (b) Height. The height of all signs shall be measured from the top edge of the sign and/or support structure to the average finished grade of the ground below the sign and/or support structure. If a sign is located on a mound, berm, or other raised area for the sole purpose of increasing the height of the sign, the height of the mound, berm, or other raised area shall be included in the height of the sign. The supports of a freestanding sign shall not be included in calculating the area of the sign but shall be included in the measurement of the height of the sign.

§ 17.02.011 CRITERIA FOR PERMISSIBLE SIGNS.

The following signs are allowed, subject to compliance with the conditions and the specifications provided in this chapter. Signs that do not comply with the following conditions and specifications or are not specifically authorized within this chapter are considered to be an illegal sign and shall be prohibited. It shall be unlawful for a person to erect, allow, maintain, or cause to be erected an illegal sign.

ARTICLE 17.03. APPROVED SIGNS

§17.03.001 PERMANENT SIGNS ALLOWED IN PROPOSED DOWNTOWN AREA.

(1) Awning Signs.

(i) Location	Permitted in conjunction with non-residential uses or in a residential zoning district for apartment uses for which a building permit and/or certificate of occupancy has been issued. The supporting structure may not extend into or over the street right-of-way. Signs shall be securely attached to the elevation of the awning, and may not swing, sway, or move in any manner.	
(ii) Maximum Effective Sign Area	10 percent of the total area of the awning.	
(iii) Minimum Clearance	9 feet in height above sidewalk or walkway.	

(iv) Design	Canvas, metal, wood, or other material approved by the City Manager. Minimum height for text or graphic elements shall be 6 inches. The awning shall be secured to the building and may not move in any manner. An awning requires the issuance of a building permit prior to installation, unless approved with the initial building permit.
(v) Dimensions	Maximum width of awning: 75 percent of building width Maximum height of message: 12 inches
(vi) Permit Required	Yes.

(2) Murals.

(i) Location	Shall be tiled or painted directly upon or affixed to the exterior wall of the building. Must have written permission of the property owner at the time of permit application. May be up to 100 percent of the building elevation on which it is located. Text and symbols are limited to 10 percent of the size of the entire mural.	 <i>Image credit: Tyler, Texas</i>
(ii) Maintenance	It is the intent of the City to maintain the historic murals in downtown Aubrey. To that end, mural signs shall be kept in good repair, free from excessive paint chipping, peeling, or fading. Mural signs found not to be in good repair must be repaired within 90 days from the date upon which the property owner receives a written order from the building official to repair the mural sign. Should the mural sign not be repaired within 90 days of notice by the City, the City reserves the right to repair and/or repaint the mural sign. If the City repairs and/or repaints the mural sign, the property owner will be charged the cost of the repair and/or repainting. If payment of the cost of the repair and/or repainting has not been paid within 60 days, the City may place a lien against the property in the amount of the charge for the repair and/or repainting.	
(iii) Illumination	Mural signs may be illuminated by external lighting cast onto the mural sign provided that: The brightness and intensity shall not be greater than necessary to make the mural visible; and Lighting shall be shielded from all adjacent buildings and streets; and The lighting shall not create excessive glare to pedestrians and/or motorists and will not obstruct traffic control or any other public informational signs.	

(iv) Permit Required	Yes, location must be approved by the City Manager.
(v) Permit Stipulation	Mural signs may not be used to advertise products or services offered or sold off-location or on-site.

(3) Projecting Signs.

(i) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued. May project into right-of-way (with City Council approval of an encroachment agreement) but shall be located a minimum of three feet from back of curb of any adjacent street or drive. May be erected on a building corner when the building corner adjoins the intersection of two streets. No portion shall extend above the roof line, a parapet wall, or the eave line.	
(ii) Maximum Total Sign Area	The surface area of the sign where text and graphics are displayed shall not exceed a maximum of 10 percent of the area of the building elevation to which it is attached.	
(iii) Minimum Clearance	9 feet above sidewalk or walkway. Requires Fire Department review and approval.	
(iv) Maximum Number of Signs	One per tenant per elevation.	
(v) Design	Shall not extend above a building wall. May extend no more than three feet from the facade of a building.	
(vi) Support	Shall be supported from the side edge of the sign in an approved manner.	
(vii) Permit Required	Yes.	

(4) Wall Signs.

(i) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued. Shall not be allowed on accessory structures. Shall not be allowed on any facade (other than the main front of the building) that faces property zoned for single-family uses if the sign is within 150 feet of the property line of said residential property. Tenant within a strip center. Signage shall be restricted to the facade of the applicable tenant space on the building.	
(ii) Maximum Effective Sign Area	The total of all effective sign area on each facade, shall not exceed 60 square feet or 20 percent of the facade, whichever is greater. In no instance shall a wall sign exceed the maximum height limitations noted in subsection (iii) below. Tenant within a strip center. Shall be measured by the size of the front facade of the applicable tenant space.	
(iii) Maximum Height	Height of sign is based on the height of the building: Less than 20 feet: Four feet 20 feet to less than 30 feet: Six feet 30 feet to less than 40 feet: Eight feet 40 feet to less than 50 feet: 10 feet 50 feet or greater: 12 feet	
(iv) Minimum Clearance	9 feet above sidewalk, walkway, or street. If sign is painted on the wall, there is no minimum clearance.	
(v) Maximum Number of Signs	Unlimited, however, the individual sign heights may not exceed what is allowed in subsection (iii) above, and the total combined area cannot exceed what is allowed in subsection (ii) above. Signage for a multi-tenant building with a single entry, shall be limited to a maximum of two signs per elevation of appropriate scale and size identifying the major tenant or name of building.	
(vi) Design	When projections on the wall face prevent the placement of the sign flat against the wall face, the space between the back of the sign and the wall shall be closed at the top, bottom, and ends with incombustible materials. In no case shall an attached sign project above the roof line or parapet wall of any building.	

(vii) Permitting Stipulation	Signage for a multi-tenant building with a single entry. Shall be required to provide a letter from the owner of the building authorizing placement of sign and location at permit submittal.
(viii) Permit Required	Yes. A sign reface requires a separate permit.

(5) Wayfaring Signs.

(i) Location	May be located on private property that is adjacent to public rights-of-way (with written permission from the property owner). May be located within the parkway of public rights-of-way (with permission from the state or county, as appropriate).	
(ii) Manner	The number and location of wayfaring signs shall be determined by the City Manager. The cost of production, installation, maintenance, and relocation or removal of the wayfaring signs shall be the responsibility of the permittee, or, if located on private property, the permittee and the property owner shall have joint and several liability.	
(iii) Maximum Height	10 feet	
(iv) Maximum Width	6 feet	
(v) Color/Theme	Wayfaring Signs shall incorporate logo/artwork approved by City Council.	
(vi) Permit Required	The City may place or contract for placement of wayfaring signs, and as the permitting authority, a permit shall not be required for City installed wayfaring signs; however, City may require a third-party contractor to obtain a permit for wayfaring signs and pay applicable fees.	

(6) Window Signs.

(i) Location	Shall be affixed to any surface of a window (interior or exterior) or within three feet of the interior window glazing.	
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(ii) Maximum Total Sign Area	Window signs are exempt from the provisions of this chapter, provided that not more than 30 percent of the transparent window area is occupied at any one time, regardless of whether the sign covers a single pane or multiple panes.
(iii) Exceptions	Addresses, open/closed signs, hours of operation, and window signs required by City ordinances are exempt from meeting the maximum sign area criteria required in this chapter of the ordinance.
(iv) Permit Required	No. Window signs shall comply with all conditions and specifications listed above and other applicable provisions herein.

(7) Blade Signs.

(i) Location	Permitted in conjunction with nonresidential uses for which a building permit and/or certificate of occupancy has been issued. Shall be located in the visual path of pedestrians, under covered walkways within a development.	
(ii) Maximum Total Sign Area	Three square feet.	
(iii) Maximum height	Eighteen inches.	
(iv) Minimum clearance	Nine feet above sidewalk or walkway.	
(v) Maximum number of signs	One per tenant per elevation.	
Design	The upper edge of a blade sign shall not extend vertically above the eave line of a structure. Any lighting shall comply with the adopted electrical code and City's Outdoor lighting requirements. Blade sign shall be supported from the top edge of the sign in an approved manner.	
Permit required	No.	

§17.03.002 TEMPORARY SIGNS ALLOWED IN PROPOSED DOWNTOWN AREA.

(1) Banner Signs (Temporary).

(i) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued. Shall not face a residential neighborhood unless separated by a major or minor thoroughfare.	
(ii) Maximum Total Sign Area	All four corners shall be securely attached to the front, side, or rear surfaces of a building excluding banners located on public school property or church property, which may be affixed to a freestanding support. May not be used as the primary signage for a business.	
(iii) Maximum Total Sign Area	35 square feet.	
(iv) Minimum Clearance	Nine feet in height above sidewalk or walkway when installed in a location that may restrict pedestrian travel.	
(v) Maximum Number of Signs	One at any given time for any given business.	
(vi) Maximum Number of Occurrences/Year	Three two-week periods per business per calendar year that shall not be consecutive.	
(vii) Exceptions	A business is permitted to have one banner sign prior to the receipt of a certificate of occupancy. A permit shall be allowed for a period not to exceed 14 days for grand openings. A banner signed approved for a grand opening shall not be counted against the allowed time frames provided in this chapter. Banner signs are allowed with a special event permit for 14 days prior to the event and two days after the event is over. Religious organizations that operate in a school or other temporary facility may place a banner during times of worship. The banner cannot be placed earlier than 24 hours prior to worship and shall be removed no later than two hours after worship. The banner shall not count against the businesses' annual allowance.	
(viii) Duration	Each permit is valid for a two-week period.	
(ix) Removal	Shall be removed on the day of the expiration of the permit. Special event banner, within 24 hours after the event.	
(x) Permit Required	Yes.	

(2) Sidewalk Sign (Temporary).

(i) Location	A sidewalk sign may be located on any downtown sidewalk so long as the sign does not obstruct vehicular, bicycle, or pedestrian traffic. Must comply with ADA clearance and accessibility.	
(ii) Maximum Effective Sign Area	A sidewalk sign must be no more than 42" tall and 36" wide. The sign face must be no more than six square feet in area.	
(iii) Maximum Number of Signs	There may be no more than one sidewalk sign per tenant, generally located adjacent to the primary facade in front of the business and shall not obstruct ingress and egress to a building or upon a sidewalk or roadway.	
(iv) Design	No illumination is permitted.	
(v) Duration	The sign must be removed and placed indoors at the close of each business day.	
(vi) Permit Required	Yes, but there is no fee for this sidewalk signs.	

§17.03.003 PERMANENT SIGNS ALLOWED IN ALL OTHER NON-RESIDENTIAL DISTRICTS AND THE ETJ.

In addition to the signs listed in Section 17.03.001, the following signs are allowed in all other non-residential zoning districts and the City's extraterritorial jurisdiction (ETJ).

(1) Canopy Signs.

(i) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued. Shall be attached to the face of the canopy band that is parallel to a public street.	
(ii) Maximum Effective Sign Area	10 percent of the area of the building elevation to which it is attached.	
(iii) Maximum Number of Signs	One canopy sign per public street frontage.	
(iv) Design	Shall only contain the name and/or logo of the company at the location. Pricing and/or sale specials are prohibited. Must not extend outside the overall length or width of the canopy, however, may extend above or below the canopy provided the clear height is met.	
(v) Permit Required	Yes.	

(2) Cantilevered Ground Signs

(i) Location	Permitted in conjunction with commercial uses for which a building permit and/or certificate of occupancy has been issued. Intended primarily for small-scale businesses. Must be placed a minimum of five feet from the front building line.	 
(ii) Maximum Effective Sign Area	8 square feet	
(iii) Maximum Number of Signs	One, to be located on the main entrance side of the building.	
(iv) Design	Shall only contain the name and/or logo of the company. Pricing and/ or sale specials are prohibited. May not be internally illuminated or backlit.	
(v) Permit Required	Yes.	

(3) Crown Signs.

(i) Location	Permitted in conjunction with commercial uses for which a building permit and/or certificate of occupancy has been issued. Shall be located on the primary building facade and located on the upper horizontal band of the building that is a minimum of 55 feet in height and four stories. Must be located so as not to cover windows or architectural details.	
(ii) Maximum Effective Sign Area	Three percent of the area of the facade to which it is attached.	
(iii) Maximum Number of Signs	One, to be located on the main entrance side of the building.	
(iv) Design	Shall only contain the name and/or logo of the company at the location. Pricing and/or sale specials are prohibited. May be internally illuminated or backlit.	
(v) Permit Required	Yes.	

(4) Drive-Through Order Signs.

(i) Location	Permitted in for retail trade or services uses providing drive-through and drive-up facilities which shall be designed and operated to effectively mitigate problems of congestion, excessive pavement, litter, noise, traffic, and unsightliness.	
(ii) Maximum Effective Sign Area	40 square feet, each preview/order board. A carhop and/or walk-up menu board shall not exceed 10 square feet in area.	
(iii) Maximum Signs Height	Eight feet, unless constructed as part of a rain/shade barrier. A maximum distance off ground shall be 12 inches.	
(iv) Maximum Number of Signs	One preview board and one order board shall be permitted for each drive-through/drive-up lane.	
(v) Design	Each drive-through and drive-up access aisle for restaurants shall provide sufficient space before the menu board to accommodate at least four waiting vehicles and at least four waiting vehicles between the menu board and the drive-up window. The sign board may modify this standard based on specific site characteristics pursuant to section 17.02.008, Waivers and Appeals.	
(vi) Permit Required	Yes.	

(5) Monument Signs (Multiple Tenant).

(i) Location	Permitted in conjunction with multiple non-residential uses established on one lot for which a building permit and/or certificate of occupancy has been issued. Minimum 15-foot setback from all property lines.	
(ii) Maximum Total Sign Area	Multi-tenant monument sign adjacent to US Hwy 377: 150 square feet Other multi-tenant monument sign: 96 square feet	
(iii) Minimum Base Height	12 inches	

(iv) Maximum Height	Multi-tenant monument sign: 20 feet for commercial centers greater than 100,000 square feet. Multi-tenant monument sign: 15 feet for commercial centers equal to or less than 100,000 square feet. Multi-tenant monument sign adjacent to US Hwy 377: 25 feet. If one or more of the above maximum height calculations conflicts, the lesser height of the two regulations applies.
(v) Maximum Number of Signs per Street Frontage	One per 400 feet of street frontage per lot.
(vi) Minimum Spacing between Signs	The distance required between any two multi-tenant monument signs is 200 feet.
(vii) Design	Shall be constructed of the same primary masonry materials as the front building facade of the principal building on the same lot and shall be of similar architectural style. Monument signs shall be consistent with the building elements and materials of development. Blank panels shall be installed on monument signs where tenant panels are absent (see illustrations, above).
(viii) Removal	Model home monument sign: Shall be removed prior to final inspection of home when model is transitioned to a single-family dwelling or upon removal of sales trailer from same lot.
(ix) Unified Sign Plan Required	See section 17.02.007 for more details on the requirements of the Unified Sign Plan for multi-tenant monument signs and coordination of wall signs within a shopping center.
(x) Permit Required	Yes. A sign reface requires a separate permit.

(6) Monument Signs (Single Tenant)

(i) Location	Single tenant monument sign: Permitted in conjunction with non-residential uses or on a lot containing a multi-family use for which a building permit and/or certificate of occupancy has been issued. Single tenant/multi-tenant monument sign: Minimum 15-foot setback from all property lines.	
(ii) Maximum Total Sign Area	Single tenant monument sign adjacent to US Hwy 377: 100 square feet. Other single tenant monument signs: 64 square feet.	
(iii) Minimum Base Height	12 inches.	

(iv) Maximum Height	Single tenant monument sign adjacent to US Hwy 377: 10 feet. Other single tenant monument sign: Eight feet.
(v) Maximum Number of Signs	Single tenant monument sign: One per lot.
(vi) Minimum Spacing Between Signs	The distance required between any two single tenant monument signs on adjacent properties is 75 feet.
(vii) Design	Shall be constructed of the same primary masonry materials as the front building facade of the principal building on the same lot and shall be of similar architectural style. Monument signs shall be consistent with the building elements and materials of development.
(viii) Permit Required	Yes.

(7) Wall Signs.

(i) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued. Shall not be allowed on any facade (other than the main front of the building) that faces property zoned single-family uses if the sign is within 150 feet of the property line of said residential property. Tenant within a strip center: Signage shall be restricted to the facade of the tenant space on the building and is subject to a Unified Sign Plan.	
(ii) Maximum Effective Sign Area	The total of all effective sign area on each facade, shall not exceed 60 square feet or 20 percent of the facade, whichever is greater. In no instance shall a wall sign exceed the maximum height limitations noted in subsection (iii) below. Tenant within a strip center: Shall be measured by the size of the facade of the tenant space.	
(iii) Maximum Height	Height of sign is based on the height of the building: Less than 20 feet: four feet 20 feet to less than 30 feet: Six feet 30 feet to less than 40 feet: Eight feet 40 feet to less than 50 feet: 10 feet 50 feet or greater: 12 feet	
(iv) Minimum Clearance	9 feet above sidewalk, walkway, or street. If sign is painted on the wall, there is no minimum clearance.	

(v) Maximum Number of Signs	Unlimited, however, the Individual sign heights may not exceed what is allowed in subsection (iii) above and the total combined area cannot exceed what is allowed in subsection (ii) above. Signage for a multi-tenant building with a single entry: shall be limited to a maximum of two signs per elevation of appropriate scale and size Identifying the major tenant or name of building.
(vi) Design	When projections on the wall face prevent the placement of the sign flat against the wall face, the space between the back of the sign and the wall shall be closed at the top, bottom, and ends with incombustible materials. In no case shall an attached sign project above the roof line or parapet wall of any building.
(vii) Permitting Stipulation	Signage for a multi-tenant building with a single entry: Shall be required to provide a letter from the owner of the building authorizing placement of sign and location at permit submittal.
(viii) Permit Required	Yes. A sign reface requires a separate permit.

§17.03.004 PERMANENT SIGNS ALLOWED IN RESIDENTIAL AND MULTI-FAMILY DISTRICTS AND THE ETJ (OTHER THAN THE PROPOSED DOWNTOWN AREA).

In addition to the signs listed in section 17.03.001, the following signs are allowed in all other residential and multi-family zoning districts and the City's extraterritorial jurisdiction (ETJ), as indicated.

(1) Residential Subdivision Entrance Sign.

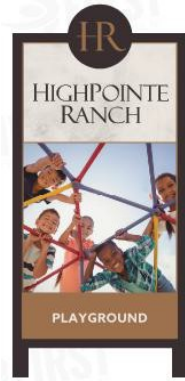
(i) Location	Main entrance sign should be placed in HOA-owned median providing a divided entryway into the community.	 
(ii) Maximum Total Sign Area	Residential subdivision monument signs: 200 square feet.	
(iii) Minimum Base Height	12 inches.	
(iv) Maximum Height	Residential subdivision monument sign: 12 feet.	
(v) Maximum Number of Signs	One required at main entrance. Additional smaller entrance signs may be permitted at other entrances.	
(vi) Design	Shall be constructed of the masonry materials or a combination of similar materials to complement the community's architectural style.	
(vii) Lighting	Ground lighting where the light itself and supporting structure are not visible from public right-of-way is allowed. All lighting shall comply with the currently adopted National	

	Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
(viii) Permit Required	Yes.
(ix) Other Requirements	No such signage will be allowed in the right-of-way. Structures enhancing associated signage may be permitted in the right-of-way upon City Council approval of an encroachment agreement or license and Fire Department review and approval of clearance provisions.

§17.03.005 Miscellaneous or Temporary Signs Allowed in All Districts and the ETJ, as Indicated.

In addition to the signs listed in section 17.03.001, the following miscellaneous and/or temporary signs are allowed in all non-residential zoning districts other than the Proposed Downtown Area unless expressly allowed below.

(1) Builder Promotional Signs (Miscellaneous Sign).

(i) Location	Any zoning district outside the Proposed Downtown Area Shall be located on private property that is adjacent to public rights-of-way. May be located within the parkway of public (i.e. state, county, City) rights-of-way (with permission from the entity, as appropriate). Placement of builder promotional signs are subject to TxDOT approval.	
(ii) Manner	Signs are permitted at a minimum spacing of 200 feet along a right-of-way and may not be located within 100 feet of a street intersection. The cost of production, installation, maintenance, and relocation or removal of the builder development signs shall be the responsibility of the permittee, or, if located on private property, the permittee and the property owner shall have joint and severable liability.	
(iii) Maximum Height	10 feet.	
(iv) Maximum Width	4 feet.	
(v) Maximum Number of Signs	The maximum number of signs is based on length of roadway frontage.	
(vi) Permit Required	Yes	
(vii) Site Plan Required	Yes	
(viii) Duration	Shall be removed prior to the issuance of 90 percent of the home building permits for a subdivision on the property.	

(2) Changeable Electronic Message/Reader Board Sign (Miscellaneous Sign)

(i) Location	Changeable Electronic Message/Reader Board Signs shall be allowed on all permitted monument signs except for those located on property within the Downtown Area of Aubrey. Notwithstanding the foregoing, a Changeable Electronic Message/Reader Board shall be allowed for Governmental/Regulatory monument signs located on City owned property in the Downtown area.	
(ii) Maximum Area	Electronic reader board may utilize no more than 50 percent of the effective sign area.	
(iii) Lighting Restrictions	Changeable electronic reader boards shall come equipped with automatic dimming technology which adjusts the sign's brightness based on ambient light.	
(iv) Message/Transitions	One sign per premises shall be allowed as a changeable message sign. Frame duration shall not be less than 10 seconds and shall occur simultaneously on the entire electronic sign face. Message transition shall not be greater than one second. Frame effects such as flashing shall be prohibited. May not be used to display commercial messages relating to products or services that are not offered on-premises. May include time and temperature.	
(v) Permit Required	Yes.	

(3) Construction Signs (Temporary Sign).

(i) Location	Any zoning district outside the Proposed Downtown Area. Permitted in conjunction with a construction project. Shall be set on premises out of the right-of-way.
(ii) Maximum Effective Sign Area	Sites under 10 acres: Maximum size is 36 square feet. Sites over 10 acres: Maximum size is 64 square feet.
(iii) Maximum Height	12 feet measured from the ground (including posts).
(iv) Maximum Number of Signs	One per major street thoroughfare per property. When a property has more than one major thoroughfare, one sign may be placed along each major thoroughfare.

(v) Minimum Spacing Between Signs	A property with more than 200 feet of major thoroughfare frontage is entitled to place one additional temporary construction fence sign with a minimum separation of 200 feet between each temporary construction fence sign.
(vi) Removal	Shall be removed prior to the issuance of a certificate of occupancy for the building on the property or the completion of construction. Where the property has multiple buildings with outstanding building permits, the temporary construction fence sign must be removed upon the earlier of: The expiration or termination of all such outstanding building permits, or Prior to the issuance of a certificate of occupancy for the last such building on the property.
(vii) Permit Required	Yes

(4) Development Signs.

(i) Location	Permitted in any zoning district. Shall be located on-site. Shall be setback a minimum of 15 feet from the front property line	
(ii) Maximum Effective Sign Area	64 square feet	
(iii) Maximum Height	12 feet	
(iv) Design	The supporting structure shall be constructed of metal, wood, plastic, or wood-plastic composite	
(v) Lighting	No illumination allowed	
(vi) Maximum Number of Signs	One sign shall be permitted adjacent to each street frontage of the property	
(vii) Duration	Non-residential property shall be removed prior to the issuance of a certificate of occupancy on the property.	
(viii) Permit Required	Yes	
(ix) Permitting Stipulation	Permit renewal is required every two years in order to verify duration criteria, property ownership, and maintenance of sign. Permit fee is only required at initial issuance. Failure to renew permit shall result in non-conforming sign status.	

(5) Flags (Miscellaneous Sign).

(i) Location	Allowed in any zoning district. Shall be located on private real property with the consent of the property owner. No flag shall be placed in or encroach over or onto any public right-of-way or median and shall not be attached to fences or trees. Residential: Shall be placed in ground in the front or rear yard of the lot or attached to the primary structure. Flags may not be attached to a fence.
(ii) Maximum Total Area	Residential: 60 square feet. Non-residential: 100 square feet.
(iii) Maximum Height	Residential: 30 feet. Non-residential: 50 feet.
(iv) Maximum Number of Flags per Lot	Residential: Three. Non-residential: Three
(v) Support	Flagpoles over 20 feet in height require a professional contractor to install.
(vi) Permit Required	No, but shall comply with the above conditions and specifications listed above.

(6) Incidental Signs - (Miscellaneous Sign)

(i) Location	Allowed in any non-residential zoning district. Shall be on-premises. Minimum 20-foot setback from front property line. Shall be attached to the ground. Includes institutional uses.
(ii) Maximum Effective Sign Area	8 square feet
(iii) Minimum Base Size	12 inches
(iv) Maximum Height	4 feet
(v) Maximum Number of Signs	Two per acre per lot
(vi) Minimum Spacing between Signs	50 feet
(vii) Design	The design, materials, and finish of the base shall match those of the front building facade of the primary structure on the same lot.
(viii) Permit Required	No, but shall comply with the above conditions and specifications listed above.
(ix) Fees	No

(7) Inflatable Signs (Temporary Sign)

(i) Location	Any zoning district outside the Proposed Downtown Area. Permitted for grand openings and for holidays and festivals. Shall not be located within required parking spaces, driveways that provide access to parking spaces, or fire lanes, nor shall the sign or its securing devices encroach into the right-of-way	
(ii) Maximum Effective Sign Area	Shall be secured directly to the ground. Shall not be placed on a roof or suspended from a building. 48 square feet	
(iii) Maximum Height	30 feet	
(iv) Maximum Number of Signs	One per premises per event	
(v) Timeframe	Grand openings: Once for each separate certificate of occupancy (CO). Maximum for 15 consecutive days. Must be removed within two days after the scheduled event. City approved special event: Maximum for 10 consecutive days. Must be removed within two days after the scheduled event.	
(vi) Permit Required	Yes	

(8) Non-Profit Signs (Temporary).

(i) Location	Allowed in any zoning district. Shall be located only on private property that is owned by and utilized for a non-profit purpose. Temporary signs referenced in this chapter prohibit bandit signs in any location.
(ii) Maximum Effective Sign Area	20 square feet
(iii) Maximum Height	6 feet
(iv) Maximum Number of Signs	As allowed by the City Manager
(v) Duration	May be placed up to 72 hours in advance of an event and removed within 24 hours following the event. In no case shall the temporary sign be displayed on a continuous basis.
(vi) Permit Required	No

(9) Outdoor Vending Machine Signs (Miscellaneous Sign).

(i) Location	Allowed in any zoning district. Shall not obstruct pedestrian or vehicular traffic. Shall be directly attached to a vending machine or gasoline pump. Shall be flat and shall not project from the vending machine or gasoline pump. May be displayed 24 hours each day.
(ii) Lighting	All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
(iii) Permit Required	No, but shall comply with the above conditions and specifications listed above.

(10) Political Signs (Temporary Sign)

(i) Location and State Statutes	Allowed in any zoning district. Texas state law provides certain restrictions on political signage at polling places as well as on private real property. The City hereby incorporates applicable provisions of such state law into this chapter. V.T.C.A., Local Government Code, § 216.903, as amended.	
	State law authorizes the placement of signs that contain primarily a political message on private real property with the consent of the property owner, subject to the following: ○ Shall not have an area greater than 36 square feet; ○ Shall not be more than eight feet in height; ○ Shall not be illuminated; or ○ Shall not have any moving elements. Signs are not permitted on City property or within any right-of-way, except as required by V.T.C.A., Election Code, §§ 61.003 or 85.036, both as amended. Signs shall only be located on private property with the consent of the property owner no closer than 10 feet from the edge of the street pavement.	
(ii) Duration	Shall be removed within 10 days after the election day. In the case of a run-off election, signs advertising those candidates who are in the run-off election may be continued to be displayed during the interim period but must be removed within 10 days after the run-off election.	
(iii) Permit Required	No, but must comply with the above conditions.	

(11) Scoreboards.

(i) Location	Allowed in any zoning district that allows an athletic field or stadium. Shall be constructed within the limits of and be oriented into the athletic field or stadium.
(ii) Design/Electronics	Changeable electronic message/reader board component allowed
(iii) Permit Required	Yes

(12) Sidewalk Signs (Miscellaneous Sign)

(i) Location	Allowed in any non-residential zoning district. Shall be located a minimum of three feet back from the curb or any adjacent street, drive, or parking lot. Shall be located within 10 feet of the business entrance. Shall not be placed in public right-of-way.	
(ii) Maximum Height	4 feet	
(iii) Maximum Width	3 feet	
(iv) Minimum Clearance	If placed on or adjacent to a sidewalk or walkway (that is not in a public right-of-way), an unobstructed pedestrian clearance of at least four feet in width shall be provided adjacent to the sign.	
(v) Maximum Number of Signs	One per business	
(vi) Minimum Spacing Between Signs	30 feet	
(vii) Illumination	Shall not be illuminated.	
(viii) Timeframe	May be placed on properties during business hours only	
(ix) Permit Required	No, but shall comply with the above conditions and specifications listed above	

(13) Vehicular Signs.

(i) Location	Allowed in any zoning district outside the Proposed Downtown Area or any residential district. During periods of inactivity, such vehicle with prominent signage may not be parked in the parking lot or placed in such a manner that the sign is readily visible from	
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	adjacent public rights-of-way and is primarily being used as a sign.	
	Such vehicles may not be parked in the parking bay immediately adjacent to the street frontage. Vehicles with prominent signage are in violation only if the vehicle is parked in a manner that the signage on the vehicle is acting as a sign for an extended period of time and where it is visible from the street. All vehicles parked on a public street and/or a commercial parking lot must be operable, currently registered, and actively used in the daily function of the business to which such signs relate or for transporting employees to and from the premises. "For Sale" signs placed in or on vehicles when the vehicle is parked or placed in a manner that the sign is readily visible from adjacent public rights-of-way are prohibited with the exception that one vehicle containing a "For Sale" sign parked or placed at an approved parking space associated with a single-family, two-family, townhome, or multi-family dwelling unit is allowed.	
(ii) Permit Required	No, but shall comply with the above conditions and specifications	

(14) Residential [Yard] Signs.

(i) Location	Any residential zoning district. Permitted on a lot containing a single-family, two-family dwelling or multi-family dwelling. Also permitted on a residentially zoned lot owned by a HOA or property owners' association.	
	Shall be located only on private property with the consent of the property owner. Shall not be placed closer than ten feet from the edge of the street pavement.	
(ii) Maximum Effective Sign Area	4 square feet	
(iii) Maximum Height	3 feet	
(iv) Maximum Number of Signs	2 per lot	
(v) Permit Required	No, but shall comply with the conditions and specifications	

	listed above
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(15) Yard/Garage Sale Signs.

(i) Location	Allowed in any zoning district. Shall be located on private property with the consent of the property owner. Shall not be permitted in the right-of-way, public property, or utility pole	
(ii) Sign Type	Maximum size 24 x 30 inches	
(iii) Timeframe	The signs shall not be displayed for more than 72 consecutive hours and shall be removed by 8:00 a.m. on the day following the conclusion of the garage sale.	
(iv) Confiscation	Signs in violation of this chapter may be confiscated and destroyed without notice by the City.	
(v) Permit Required	Yes. A permit is required for each garage sale. There is no fee for the permit. A maximum of two permits for a maximum of three days shall be issued per property per calendar year.	

(16) Feather Flags (Temporary Sign).

(i) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued for special events and holidays. Shall be located entirely within private property on the same premises as the business/ non-residential use. Shall not be placed in, over or encroaching upon any public right-of-way. Shall not obstruct visibility for pedestrians or vehicles. Shall be setback a minimum of five (5) feet from any property line and minimum ten (10) feet from the back of curb.	
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(ii) Installation	Feather flags shall be freestanding and supported by a single ground-spike pole driven to a minimum depth of 18 inches, or a weighted portable base of sufficient mass to prevent tipping under foreseeable wind conditions. Shall not be attached to or supported by utility poles, light poles, fences, screening walls, trees, buildings, permanent sign supports, or any structure not specifically designed for the feather flag use. Shall be securely mounted to prevent collapse, rotation, or contact with adjacent structures, the public right-of-way, or pedestrians. No attachment or other accessory shall be added to or hung from any feather flag or its pole.
(iii) Maximum Total Sign Area	24 square feet per flag face, with a maximum flag width of three (3) feet at its widest point.
(iv) Minimum Height	Fifteen (15) feet as measured from finished grade at the base of the pole to the highest point of the sign or pole.
(v) Maximum Number of Signs	Two (2) feather flags per premises at any given time. Properties with more than one street frontage may display one (1) feather flag per frontage, not to exceed two (2) total.
(vi) Maximum Number of Occurrences/Year	Three two-week periods per business per calendar year that shall not be consecutive. A minimum interval of thirty (30) calendar days must pass between permitted display periods at the same location.
(vii) Exceptions	A business is permitted to display feather flags prior to the receipt of a certificate of occupancy for a grand opening. A permit shall be allowed for a period not to exceed 14 days for grand openings. A feather flag permit approved for a grand opening shall not be counted against the allowed time frames provided in this section. Feather flags are allowed in conjunction with a special event for 14 days prior to the event and two days after the event is over. Churches may place feather flags on the premises in conjunction with holidays and special events for 14 days prior to the event and two days after the event is over. Permit is not required for feather flags placed on church property.
(viii) Duration	Each permit is valid for a two-week period.
(ix) Removal	Shall be removed within two days of the expiration of the permit. For special events and holidays without a permit, the feather flags shall be removed no later than two days after the conclusion of the event or holiday.
(x) Permit Required	Yes.

EXHIBIT A (Redline)

SIGN REGULATIONS

Chapter 17, "Sign Regulations"

ARTICLE 17.01. GENERAL PROVISIONS

§ 17.01.001. APPLICABILITY; PURPOSE AND INTENT.

The purpose of this section is to regulate the location, size, construction, duration, use, and maintenance of all signs on a content-neutral basis. The regulations contained within this section shall be applicable within the corporate territorial limits and the extraterritorial jurisdiction of the City of Aubrey, Texas. The general objectives of this section are to balance the rights of individuals to convey their messages through the lawful use of signs with the rights of the public to be protected from potential harm, to promote the health, safety, and welfare of the general public, and to aid in achieving the following goals:

- A. Safety. To promote the safety of persons and property by providing that signs do not:
 - (1) Create a hazard due to collapse, fire, decay, and/or abandonment;
 - (2) Obstruct firefighting or police observation; or
 - (3) Create traffic hazards by confusing or distracting pedestrians, motorists, or cyclists.
- B. Communication Efficiency. To enhance the economy, the business, and the industry of the City by promoting the reasonable, orderly and effective display of signs and thereby encourage clear communication with the public, so that:
 - (1) Businesses and services may identify themselves;
 - (2) Motorists, pedestrians, and other persons may locate a business or service;
 - (3) Priority is given to the conveyance of public safety messages; and
 - (4) The right of free speech is preserved and exercised using signs.
- C. Environmental Preservation and Aesthetics. To protect the public welfare and to preserve and enhance the appearance and economic value of the built environment, by providing that signs:
 - (1) Protect, preserve and enhance scenic views, natural landscapes, and historic values of the city;
 - (2) Protect, preserve and enhance economic viability of the city's commercial corridors by assuring aesthetic appeal to businesses and residents alike;
 - (3) Do not create visual clutter to persons using the public rights-of-way;

- (4) Do not create a nuisance to occupants or customers of adjacent property by sign size, height, brightness, or materials; and
- (5) Are not detrimental to land or property values.

§ 17.01.002 DEFINITIONS.

For the purposes of this Chapter 17, Sign Regulations, the following words shall have the following definitions ascribed to them. Words not defined in this Chapter 17, Sign Regulations, shall be as defined in Chapter 14, Zoning, Exhibit 14A, Section 4, or if not defined herein or in Exhibit 14A, such terms shall be given their common and ordinary meaning.

- (1) **Abandoned sign** means a sign that for at least six continuous months does not identify or advertise a bona fide business, lessor, service, owner, product, or activity, and/or for which no legal owner can be found, and/or that pertains to a time, event or purpose that no longer applies.
- (2) **Advertising** means the act of conveying information to seek the attraction of or to direct the attention of the public to any location, event, person, activity, goods, services or merchandise.
- (3) **Attached sign** means any sign affixed to, applied on, or supported by any part of a building located on-premises.
- (4) **Awning sign** means a permanent sign that is directly applied, attached, or painted onto an awning, which is a projection, shelter, or structure of canvas, metal, wood, or other similar approved material that covers a pedestrian walkway and is intended for protection from the weather or as a decorative architectural feature. (See detailed information and restrictions in section 17.03.001(1), Permanent Signs Allowed in Downtown Area, Awning Signs.)
- (5) **Balloon/floating device** means a visible airtight or airflow through apparatus commonly made of latex, mylar or other similar material that extends by a cord, rope, string, wire or other similar material.
- (6) **Bandit sign** means unauthorized signs posted on utility poles, street signs, traffic signals or signal supports, signal boxes, fences, barricades, trees, posts, or other fixtures within the public right-of-way or public property. The term also includes signs on private property not meeting the definition of a temporary sign and placed with or without the permission of the owner of the property.
- (7) **Banner sign** means a temporary sign having characters, letters, or illustrations applied to plastic, cloth, canvas, or other light fabric or similar material, with the only purpose of such nonrigid material being for background. (See detailed information and restrictions in subsection 17.03.002(1), Temporary Signs in Downtown Area, Banner Signs.)
- (8) **Billboard sign** means a large freestanding sign, generally supported by a metal frame, and consisting of two parallel sign faces which are oriented in opposite directions, used for the display of posters, printed, painted, fixed or electronic advertisements that generally directs attention to a location other than the premises on which the sign is located.
- (9) **Blade sign** means a permanent sign that extends perpendicularly from a main building façade that is visible from both sides.

- (10) **Builder promotional sign** means a sign that is located on a residential or commercial property advertising the availability of homes and/or tenant space. (See detailed information and restrictions in subsection 17.03.005(1), Miscellaneous or Temporary Signs, Builder Promotional Signs.)
- (11) **Building** means any structure that has a roof supported by columns or walls for shelter, support, or enclosure intended for persons, animals, or material goods for any use or occupancy. When separated by dividing walls without openings in a manner significant enough to prevent the spread of fire, each portion of such structure separated may be deemed as a separate building.
- (12) **Building official** means the City's building official or his designee or other City-authorized agent appointed by the City Manager.
- (13) **Canopy sign** means a permanent sign that is applied, attached, painted, or affixed on a canopy or other roof-like cover over gasoline fuel pump, vacuum area at car detail facilities, or other areas where services are provided to a patron in a vehicle intended for protection from the weather or as a decorative embellishment. (See detailed information and restrictions in subsection 17.03.003(1), Permanent Signs, Canopy Signs.)
- (14) **Cantilevered ground sign** means a permanently affixed sign which is wholly independent of a building for support and where the primary support is supplied by a post and the sign hangs from a bracket or support. (See detailed information and restrictions in subsection 17.03.003(2), Permanent Signs, Cantilevered Ground Signs.)
- (15) **Certificate of occupancy** means an official certificate issued by the City which indicates conformance with building, zoning, and health safety regulations and authorizes legal use and occupancy of the premises for which it is issued.
- (16) **Changeable electronic message/reader board sign** means a permanent sign or portion of a permanent sign designed to allow advertising or wording to be changed at periodic intervals, either manually or electronically, and is operated whereby light is turned on and off intermittently. This definition includes any illuminated sign in which such illumination is not kept stationary or constant in intensity and color when said sign is in use, including a light emitting diode ("LED") or digital sign. The term "changeable electronic message/reader board sign" does not include a sign located within the right-of-way that functions as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices approved by the Federal Highway Administrator as the National Standard. (See detailed information and restrictions in subsection 17.03.005(2), Miscellaneous or Temporary Signs, Changeable Electronic Message/ Reader Board Sign.)
- (17) **City** means the City of Aubrey, Texas.
- (18) **City Manager** means the City Manager or his designee or other City-authorized agent designated by the City Manager.
- (19) **Conforming sign** means a sign that is legally installed in conformance with jurisdictional laws and ordinances.
- (20) **Construction sign** means a temporary sign containing graphics, symbols, text or images securely attached to, or printed directly onto the screening fabric of, a temporary fence or barrier placed around an active construction site. (See detailed information and restrictions in subsection 17.03.005(3), Miscellaneous or Temporary Signs, Construction Sign.)

- (21) Crown sign means a wall sign extending not more than three feet from the building facade and located on the upper horizontal band of a building at least 55 feet in height and four stories in height. (See detailed information and restrictions in subsection 17.03.003(3), Permanent Signs, Crown Signs.)
- (22) Development sign, temporary means a temporary sign which advertises real estate, brokerage, development or similar opportunities related to the land on which the sign is located. The definition does not include Builder Promotional Signs. (See detailed information and restrictions in subsection 17.03.005(4), Miscellaneous or Temporary Signs, Development Sign.)
- (23) Drive-through order sign means a sign erected in conjunction with a use that incorporates a drive-through or drive-in. (See detailed information and restrictions in subsection 17.03.003(4), Permanent Signs, Drive-Through Order Signs.)
- (24) Effective sign area means the portion of the sign face that is utilized for the display of information to include background, however, does not include the framework or base of the sign.
- (25) Erect or install means to build, construct, attach, hang, place, suspend, affix, paint, display, apply, assemble or place in any manner, including, but not limited to, on the exterior of a building or structure.
- (26) Exempt means a sign permit is not required; however, compliance with all other City ordinances and the City's Zoning Ordinance, as it currently exists or may be amended, is required.
- (27) Facade means any separate face of a building, including parapet walls and omitted wall lines, or any part of a building which encloses or covers usable space. Where separate faces are oriented in the same direction, or in directions within 45 degrees of one another, they are considered as part of a single facade.
- (28) Feather flag means a wind device as defined herein that contains a harpoon-style pole or staff driven into the ground for support.
- (29) Flag means a piece of fabric attached to a staff or cord on one end and generally used as a symbol of a nation, state, political subdivision, or organization. (See detailed information and restrictions in subsection 17.03.005(5), Miscellaneous or Temporary Signs, Flags.)
- (30) Flagpole means a freestanding device permanently placed in the ground for the purpose of flying a flag of a nation, state, political subdivision, or organization.
- (31) Frame duration means the time during which the frame continues a changeable message sign.
- (32) Garage sale see yard sale.
- (33) Government/regulatory sign means any sign that is erected by or upon the order of a public officer, employee or agent thereof, in the discharge of official duties.
- (34) Graffiti means pictures, words, slogans, images, or other artwork painted, drawn, scratched, or applied in any manner to exterior walls, fences, structures, vehicles, stone, statues, buildings, or other items in public view. Graffiti includes the illegal or unauthorized

defacing of a building, wall, or other edifice or object by painting, or otherwise marking it with words, pictures, symbols, advertising, logos, relations with a group, indecent/vulgar images, or offensive language.

- (35) Grand opening means a commemoration that promotes the opening of a new business. A grand opening may only be located at the business that received a certificate of occupancy.
- (36) Human sign means any hand-carried or held sign, symbol, or display on persons visible from the public right-of-way, which may include persons dressed in costume.
- (37) Illegal sign means a sign that fails to comply with any provision of this section 27, or other applicable Ordinance of the City, and which is not classified as a nonconforming sign as defined herein.
- (38) Illuminated sign means a sign designed or made that consists of lights, LEDs, or other form of illumination that displays a message or picture that does not scroll, fade, blink, flash, travel, or through any other means that do not provide constant illumination.
- (39) Impounded sign means a sign that is legally removed by the City in accordance with the provisions of subsection D(6), "Removal of Signs in Violation."
- (40) Incidental sign means a sign that is normally incidental to the allowed use on the property such as, but not limited to, directional signs, entrance, exit, or overhead clearance. (See detailed information and restrictions in subsection 17.03.005(6), Miscellaneous or Temporary Signs, Incidental Signs.)
- (41) Inflatable sign means a temporary sign manufactured of plastic, cloth, canvas, or other light fabric and inflated with air. (See detailed information and restrictions in subsection 17.03.005(7), Miscellaneous or Temporary Signs, Inflatable Signs.)
- (42) Logo means any registered or recognized design, insignia, or other mark, which is used in advertising to identify an organization, individual, company, or product.
- (43) Mechanical sign means any sign, which rotates, shakes, or moves by means of a motor, battery, or the like.
- (44) Merchandise display means any goods, wares, merchandise, or other advertising object or structure suspending from any building, pole, structure, sidewalk, parkway, driveway, parking area, or fuel pump island for the purpose of advertising such items.
- (45) Message transition means the process by which a change occurs or the period of time between the changing from one message to another on a changeable message sign.
- (46) Monument sign means a permanent freestanding sign that is supported from grade to the bottom of the sign having or appearing to have a solid and opaque base independent of the principle building or structure.
- (47) Monument sign, multiple tenant means a permanent freestanding sign that is supported from grade to the bottom of the sign having or appearing to have a solid and opaque base independent of the principle building or structure located on a single lot that contains multiple businesses. (See detailed information and restrictions in subsection 17.03.003(5), Permanent Signs, Monument Signs - Multiple Tenant Signs.)

- (48) Monument sign, single tenant means a permanent freestanding sign that is supported from grade to the bottom of the sign having or appearing to have a solid and opaque base independent of the principle building or structure located on a single lot that contains only one business. (See detailed information and restrictions in subsection 17.03.003(6), Permanent Signs, Monument Signs - Single Tenant.)
- (49) Mural sign means pictures or artwork painted, drawn, or applied on the exterior walls of a building depicting a non-commercial message. (See detailed information and restrictions in subsection 17.03.001(2), Permanent Signs in Downtown Area, Mural Signs.)
- (50) Neglected sign means a sign that has any missing panels, burned out lights, missing letters or characters, rust, loose parts, damage, fading from its original color, supports or framework with missing sign or parts, or is not maintained.
- (51) Non-profit sign means a temporary sign that shall be located on private property that is owned by a legitimate business or entity that has as a primary function a charitable and/ or non-profit status, as determined by the IRS standard. (See detailed information and restrictions in subsection 17.03.005(8), Miscellaneous or Temporary Signs, Non-Profit Signs.)
- (52) Non-residential use means any structure or use not included in the definition of "residential use" contained in this section including, but not limited to, a home-builder model home, a temporary sales trailer, and an apartment leasing office.
- (53) Nonconforming sign means any sign and its supporting structure that does not conform to all or any portion of this section 27, Sign Regulations, and (1) was in existence and lawfully erected prior to the effective date of this section; (2) was in existence and lawfully located and used in accordance with the provisions of any prior ordinances applicable thereto or which was considered legally nonconforming thereunder, and has since been in continuous or regular use; or (3) was used on the premises at the time it was annexed into the City and has since been in regular and continuous use. (See detailed information and restrictions in subsection D(4), Nonconforming Signs.)
- (54) Notice means a notice required by this section shall be sufficient if it is submitted by personal delivery, registered or certified mail with return receipt requested, and/or sending the notice through the United States Postal Service.
- (55) Obscene sign means a sign in which the dominant theme of material taken as a whole appeals to a prurient interest in sex, is patently offensive because it affronts community standards relating to the description or representation of sexual matters and is utterly without redeeming social value.
- (56) Off-premises sign means a sign that advertises, promotes, or pertains to a business, person, organization, activity, event, place, service, product, etc., at a location other than where the sign is located.
- (57) On-premises sign means a sign that advertises, promotes, or pertains to a business, person, organization, activity, event, place, service, product, etc., at the location of which the sign is located.
- (58) Outdoor vending machine sign means a sign located on an outdoor machine, device, or equipment which may include, but is not limited to, coin-operated/electronic payment vending machines, fuel dispensing pumps, telephone facilities, automatic teller machines, automotive vacuum cleaners, amusement rides, propane tank sales, and similar machines,

devices, or equipment. (See detailed information and restrictions in subsection 17.03.005(9), Miscellaneous or Temporary Signs, Outdoor Vending Machine Signs.)

- (59) Person means any individual, firm, partnership, corporation, company, organization, or business entity of any kind.
- (60) Pole sign means a freestanding sign that is detached from a building and is supported by one or more structural elements that are either: (1) architecturally dissimilar to the design of the sign; or (2) less than 1/4 the width of the sign.
- (61) Political sign means a temporary sign announcing or supporting political candidates or issues in connection with a national, state, or local election. (See detailed information and restrictions in subsection 17.03.005(10), Miscellaneous or Temporary Signs, Political Signs.)
- (62) Portable sign means any sign not permanently attached to the ground or to a building which is designed to be easily transported or conveyed to different locations.
- (63) Premises means a lot, parcel, tract, or plot of land together with the buildings and structures thereon.
- (64) Prohibited sign means signs that do not comply with this or other applicable ordinances and that are otherwise not allowed within City boundaries or in Aubrey's Extraterritorial Jurisdiction (ETJ).
- (65) Projecting sign means a permanent attached sign that is wholly or partially dependent upon a building for support and extends from said building, generally at a right angle. (See detailed information and restrictions in subsection 17.03.001(3), Permanent Signs allowed in Downtown Area, Projecting Signs.)
- (66) Public informational sign means a sign erected by or at the direction of the City, local, federal or state governments for the purpose of providing instruction, information, or direction to the general public, including, but not limited to, signs identifying a property address, restrooms, handicap parking spaces, reserved parking spaces, freeze warning, no trespassing, no dumping, no loitering, no soliciting, beware of dog warning, water resource information, lock/take and hide, construction entrance and/or exit signage.
- (67) Residential subdivision entrance sign (subdivision entry sign) means a permanent freestanding sign that is supported from grade to the bottom of the sign having or appearing to have a solid and opaque base independent of the individual residential structures and located on a lot owned and maintained by the HOA for the purposes of identifying the main or secondary entrances to a residential community. (See detailed information and restrictions in subsection 17.03.004(1), Permanent Signs allowed in Residential and Multi-Family Districts, Residential Subdivision Entrance Sign.)
- (68) Residential use means a structure where the primary purpose is to provide a permanent place of residence to an individual or family.
- (69) Residential yard sign means an on-site temporary residential sign used to publicize or announce information at the discretion of the homeowner or tenant of the property such as, but not limited to, home improvement signs, residential real estate signs, or school affiliation signs. (See detailed information and restrictions in subsection 17.03.005(14), Miscellaneous or Temporary Signs, Residential Yard Signs.)

- (70) Revolving sign means a sign that turns, spins, partially revolves, or completely revolves 360 degrees on an axis.
- (71) Right-of-way means the area on, below, or above a public roadway, highway, street, public sidewalk, waterway, or utility easement in which the City has an interest.
- (72) Roof sign means a sign mounted on and supported by the roof portion of a building, above the uppermost edge of a parapet wall and is supported by the building, or a sign that is painted directly upon the roof or top of a building.
- (73) Scoreboard means a sign located on or adjacent to an athletic field or stadium, which is used to display information pertaining to an event at the field or stadium. (See detailed information and restrictions in subsection 17.03.005(11), Scoreboards.)
- (74) Searchlight means any use of lighting intended to attract the general public by the waving or moving of light beams.
- (75) Section or this section means these Sign Regulations unless the context otherwise specifically provides.
- (76) Sidewalk sign means a movable sign not secured or attached to the ground or surface upon which it is located. This sign type is typically an A-frame or spring-mounted sign. (See detailed information and restrictions in subsection 17.03.002(2), Temporary Signs allowed in Downtown Area, Sidewalk Signs and in subsection 17.03.005(12), Miscellaneous and Temporary Signs, Sidewalk Signs.)
- (77) Sign means any form of publicity or advertising which directs attention to an individual, business, commodity, service, activity, or product by means of words, figures, numerals, emblems, devices, trade names or trademarks, or other pictorial matter that communicates information of any kind to the public.
- (78) Sign cabinet means a wall or freestanding sign that is self-enclosed and contains all the text and/or logo symbols within the enclosed cabinet which may or may not be illuminated. It can be single- or double-faced.
- (79) Strip center means a commercial building comprised of multiple, individual businesses on a single lot where the primary entrance for each tenant is generally accessed from the outside.
- (80) Subdivision means the division of a lot, tract, or parcel of land into two or more lots, plats, sites, or other divisions of land for the purpose, whether immediate or future, of sale or of building development.
- (81) Temporary development sign means a sign that identifies a real estate project that is under construction.
- (82) Temporary sign means any sign which is not rigidly and permanently installed into or on the ground, attached to a building, or as defined in this section.
- (83) Temporary, non-profit sign means any sign which meets the criteria for a temporary sign within this section but is used by a non-profit agency or entity and placed for a limited duration on the property owned by the non-profit agency or entity. (See detailed information and restrictions in subsection 17.03.005(8), Miscellaneous or Temporary Signs, Non-Profit Signs.)

- (84) Total sign area means the total area of a sign including the display, framework, and base.
- (85) Unified development zone means a tract of land or a grouping of lots that are considered as one unit, such as a shopping center or a college campus.
- (86) Unified sign plan means a specific and uniform scheme for a unified development zone or a specific geographic area within the City whereby the signage is coordinated by color, type of materials, size, graphics, fonts, and design elements to create a cohesive and attractive.
- (87) Vacant building sign means any sign associated with a vacant building or a vacant lease space, except a sign pertaining to the lease or sale of the building to which it pertains, or a sign which is under lease from an owner or his authorized agent when such sign is maintained by a person operating under his own bond.
- (88) Vehicle means a motorized machine on wheels, treads, or runners by which any person, material, commodity, or property is or may be transported.
- (89) Vehicular sign means a commercial sign painted upon or applied directly to (including magnetic) any truck, car, bus, trailer, boat, recreational vehicle, motorcycle, or other vehicle. (See detailed information and restrictions. (See detailed information and restrictions in subsection 17.03.005(13), Miscellaneous or Temporary Signs, Vehicular Signs.)
- (90) Wall sign means a permanent sign affixed to or painted on an exterior wall and extending not more than 12 inches from the facade of any building to which it is attached, supported throughout its entire length by the building face. (See detailed information and restrictions in subsection 17.03.001(4), Permanent Signs allowed in Downtown Area, Wall Signs and in subsection 17.03.003(7), Permanent Signs, Wall Signs.)
- (91) Wayfaring sign means a specific sign erected or endorsed by the City that is placed to direct citizens and visitors to points of interest within the City. (See detailed information and restrictions in subsection 17.03.001(5), Permanent Signs allowed in Downtown Area, Wayfaring Signs.)
- (92) Wind device means any pennant flag, streamer, spinner, balloon, feather sign, or similar device made of cloth, canvas, plastic, or any flexible material designed to float or move freely.
- (93) Window sign means a sign affixed to any surface of a window (internal or external) or is located within three feet from the interior window of any establishment. (See detailed information and restrictions in subsection 17.03.001(6), Permanent Signs allowed in Downtown Area, Window Signs.)
- (94) Yard/garage sale means a sign indicating the date and location of the sale of goods at a residential property and includes yard sales and estate sales. (See detailed information and restrictions in subsection 17.03.005(15), Miscellaneous or Temporary Signs, Yard Sale Signs.)
- (95) Zoning districts means the various use districts designated in the City's Zoning Ordinance.
- (96) Zoning sign means any temporary sign erected in conjunction with a request to zone or rezone a property in accordance with the City's Zoning Ordinance.

§ 17.01.003. JURISDICTION AND APPLICABILITY.

- (1) The terms and conditions of this Chapter 17, Sign Regulations shall apply to all signs located within both the City of Aubrey and its extraterritorial jurisdiction (ETJ), pursuant to Local Government Code, Chapter 216, as amended. The City Manager shall be responsible for interpreting and administering the provisions of this section as set forth herein.
- (2) Signs located on property owned by the City of Aubrey, an independent school district or any other governmental agency are not required to meet the requirements of this section. However, signs located on property owned by the City of Aubrey shall be permitted only upon approval of the City Manager.

ARTICLE 17.02. ADMINISTRATION

§17.02.001 PERMIT REQUIRED.

- (a) Sign Permit Required. No sign, unless otherwise excepted under this ~~Section 27~~Chapter 17, Sign Regulations, shall be erected, placed, located, secured, constructed, altered, attached, painted or displayed to/on the ground, any building, and/or any structure, until a permit for such sign has been approved and issued by the City Manager. In no event shall a permit be required for any government/ regulatory sign, and a government/regulatory sign may be placed in the public right-of-way.
- (b) Application. An application for a sign permit may be obtained from the City's offices. The City Manager shall approve or deny an application for a sign permit within 30 days of the City's receipt of a completed application. An application shall be complete upon City's receipt of all submittal documents and information outlined in the sign permit application and this ~~section~~chapter. An application shall provide all information required by this ~~section~~chapter for the type of sign for which a permit is requested, shall be subject to the criteria based upon the type of sign requested, and shall be subject to the general criteria as set forth below:
 - (1) A diagram shall be provided showing the location of the sign on the property, all applicable required measurements and dimensions of the proposed sign, as well as any applicable proposed electrical connections.
 - (2) Engineer sealed plans may be required for a proposed sign as determined necessary in the discretion of the City Manager, upon review of a permit application.
 - (3) Incorrect, inaccurate, false, or misleading information provided in an application shall be grounds for denial of the proposed permit.
 - (4) An application shall be eligible for permit issuance if a proposed sign conforms to all City ordinances and the requirements of applicable adopted building codes that may be applicable.
 - (5) After a sign permit has been issued, it shall be unlawful to change, modify, alter, or otherwise deviate from the terms and conditions of the approved sign permit without prior approval by the City Manager.
- (c) Permit Fee. Every application for a sign permit shall be submitted with a nonrefundable fee as provided in the City's fee schedule. An application will not be accepted without the permit fee paid in full.
 - (1) Fees for sign permit applications shall be assessed in accordance with the City's

currently adopted fee schedule.

- (2) Work without a permit. A fee of two times the amount of the permit fee shall be assessed for any work done without or prior to the issuance of a permit.
- (d) Inspection. The City Manager is authorized to perform or direct the performance of an inspection of any and all signs to determine that the sign has been constructed in accordance with and complies with the requirements of this ~~section~~chapter, all applicable ordinances, and the approved permit. The City Manager shall determine the method and time of such inspections.
- (e) Permit Expiration/Extension/Removal. If the work authorized by a sign permit issued under the provisions of this ~~section~~chapter has not been completed within 90 days after the date of issuance of a sign permit, the permit shall expire unless extended as provided herein. Additional time for completion of construction may be approved by the City Manager upon receipt of a written request by a permit holder documenting good cause for the delay if such request is received prior to expiration of the 90 day period for construction. If a sign has not received final inspection approval by the City within the 90 day period, or an extension is not approved, the permit holder shall remove all components of the partially constructed sign from premises upon which the sign is located within 10 business days of permit expiration.

§ 17.02.002. INTERPRETATION, ADMINISTRATION AND REVOCATION OF PERMIT.

- (a) The City Manager shall be responsible for interpreting and administering these Sign Regulations. The City Manager may suspend or revoke any permit for a sign issued in error, or for which incorrect, misleading, or false information was supplied as part of the permit application, or if a permit is issued in violation of any provision of this ~~section~~chapter, any other ordinance of the City, or the laws of the state or the federal government. Such revocation shall be effective when communicated as provided in ~~subsection (2)~~17.02.002(b). Any sign that is the subject of a revoked permit shall be immediately removed by the person in control of the sign or premises upon which the sign is located, or within a reasonable time as determined by the City Manager. The time for removal shall not exceed 10 business days of the date of the written notice of revocation.
- (b) Notice of revocation shall be deemed to have been given by letter sent certified, first-class mail, return receipt requested and addressed to the person to whom the permit is issued, the owner of the sign, or the owner of the premises on which the sign is located at the owner's address as recorded in the appraisal district records of the appraisal district.
- (i) The City Manager may revoke a contractor registration issued in error or for those reasons stated herein.
- (c) Temporary exemptions: The City Manager shall have the authority to approve temporary exceptions to the sign ordinance as set forth in this ~~section~~chapter in emergency circumstances and/or in relation to public works project's directional and safety signage.
- (d) Public safety protection: Nothing in this ~~section~~chapter is meant to prevent any public safety agency from setting up and utilizing any type of sign needed on a temporary basis to protect and enhance public safety solely at the discretion such agency or the City.

§ 17.02.003 PROHIBITED SIGNS.

The following signs are expressly prohibited:

- (1) Abandoned signs;

- (2) Merchandise displays, except as authorized by the City's Zoning Ordinance;
- (3) Billboard signs;
- (4) Graffiti;
- (5) Neglected signs;
- (6) Balloon and air devices;
- (7) Bandit signs;
- (8) Human signs;
- (9) Portable signs, unless specifically permitted within this ~~section~~chapter;
- (10) Revolving signs;
- (11) Mechanical signs;
- (12) Pole signs;
- (13) Roof signs;
- (14) Vacant building signs;
- (15) Wind devices/~~feather flags, unless used in conjunction with a City-authorized special event,~~ excluding feather flags, flags and banners as authorized by this section;
- (16) Obscene signs;
- (17) LED, string or similar lighting outlining windows, doors, or other similar building features;
- (18) Searchlights, beacons, or laser lights, unless used in conjunction with a City-authorized special as defined in ~~subsection~~ B17.01.002, Definitions, of this Code, as amended; and
- (19) Other prohibited signs:
 - a. Any sign not referenced in or governed by these Sign Regulations or expressly allowed by City ordinance, state or federal law;
 - b. Any sign erected or installed without the issuance of a permit, either prior to or after the adoption of this ~~section~~chapter (if a permit was required);
 - c. Any sign that emits odor or visible matter;
 - d. Any billboard sign located, relocated, or upgraded within the corporate limits or extraterritorial jurisdiction of the City;
 - e. Any sign erected or installed in or over a public right-of-way or access easement, unless permitted within this ~~section~~chapter;
 - f. Any sign located on private property without the consent of the owner of the premises;
 - g. Any sign that does not comply with this or other applicable municipal ordinances, or those which do not comply with federal or state laws;
 - h. Any sign supported by a bench, tree, rock, bridge, [or] public utility pole;
 - i. Any sign supported by a fence, except as otherwise permitted in this ~~section~~chapter;

- j. Any floating device(s) anchored to the ground of any vehicle, structure or any other fixed object for the purpose of advertising or attracting attention to a business, commodity, service, sale, or product, except as otherwise permitted in this ~~section~~chapter;
- k. Any sign placed on any traffic control device or utility support structure or pole, or over public right-of-way or other public property, unless the sign is placed by the City, county, state, or other authorized governmental agency, or with the permission of the City, for public purposes, unless permitted within this ~~section~~chapter; and
- l. Off-premises signs, unless specifically permitted within this ~~section~~chapter.

§17.02.004 NONCONFORMING SIGNS.

- (a) Signs legally in existence at the time of the adoption of this ~~Section 27~~Chapter 17, Sign Regulations, which do not conform to the requirements of this ~~section~~chapter and/or signs meeting the definition of a nonconforming sign provided in this ~~section~~chapter, shall be considered nonconforming signs, and may remain in place as provided herein. A sign that is not classified as a nonconforming sign as defined herein shall be classified as an illegal sign.
- (b) All permanent signs and sign structures, with the exception of existing pole signs, which are addressed in ~~subsections~~ D17.02.004(4)(b)(vii7) and D(4)17.02.004(b)(8viii), and billboards (currently deemed illegal and nonconforming) and addressed in subsection D(4)17.02.004(b)(ix9) shall be brought into conformance with the sign regulations when and if the following occurs:
 - (1) The sign is removed, relocated, or significantly altered. Significant alterations include changes in the size or dimension of the sign. Changes to the sign copy or the replacement of a sign face on a nonconforming sign shall not be considered a significant alteration.
 - (2) If more than 50 percent of the sign area is damaged, it shall be repaired to conform to this section.
 - (3) An alteration in the structure of sign support.
 - (4) A change in the mechanical facilities or type of illumination.
 - (5) A change in the material of the sign face.
 - (6) If the property where the nonconforming sign is sold with full ownership being transferred, the nonconforming sign shall be brought into conformance with this Code at the time of transfer unless the buyer continues to operate the business under the same name that was on the nonconforming sign at the time of transfer.
 - (7) Notwithstanding ~~subsection~~ D(3)17.02.003(12f), pole signs existing as of the date of June 26, 2025 which are less than two years old may be maintained for a maximum of seven years, if they otherwise conform to this ~~Section 27~~Chapter 17 of the Aubrey Code of Ordinances.
 - (8) Notwithstanding ~~subsection~~ D(3)17.02.003(12f), pole signs existing as of June 26, 2025 which are more than two years old may be maintained for a maximum of five years, if they otherwise conform to this ~~Section 27~~Chapter 17 of the Aubrey Code of Ordinances.
 - (9) Notwithstanding ~~subsection~~ D(3)17.02.003(3e), billboard signs existing as of June 26,

2025 may be maintained for a maximum of five years, if they otherwise conform to this ~~Section 27~~Chapter 17 of the Aubrey Code of Ordinances.

- (c) Change to a Conforming Sign. A Nonconforming Sign may be altered to become or be replaced with a sign that conforms to the requirements of this ~~section~~chapter. Once a sign is altered to conform or is replaced with a sign that conforms with the requirements of this ~~section~~chapter, the nonconforming rights for the original sign shall lapse and a nonconforming sign may not be re-established. Unless a sign is prohibited or is an illegal sign as defined herein, proposed changes or modifications to a Nonconforming Sign that are not allowed as provided in this ~~section~~chapter shall only be allowed with an approved variance utilizing the variance process provided in ~~subsection~~ 17.02.008D(8).
- (d) If there is no sign in place on a sign structure or building wall for six continuous months, the nonconforming rights are lost, and a nonconforming sign may not be re-established. If the sign structure is unused for less than six continuous months, a nonconforming sign may be re-established.
- (e) A nonconforming sign in the City or its extraterritorial jurisdiction (ETJ) may be relocated, reconstructed, or removed as provided by law including, but not limited to, V.T.C.A., Local Government Code, ch. 216 as it exists or may be amended.
- (f) A nonconforming sign or sign structure may be removed temporarily to perform sign maintenance or sign repair. In order to preserve the nonconforming sign status, the person removing the sign must inform the City Manager, in writing, before the sign is removed. If the responsible party fails to inform the City Manager, any re-erected sign shall lose its nonconforming status and will be considered a new sign subject to compliance with all requirements of this ~~section~~chapter.

§17.02.005 MAINTENANCE OF SIGNS/NEGLECTED AND ABANDONED SIGNS.

- (a) All signs, including nonconforming signs, shall be continuously maintained in a neat condition and appearance. Sign panels and/or sign graphics shall be secured and maintained so that they do not separate from, hang from, or fall from a sign. Sign panels and sign graphics shall not be faded, ripped, or have any other damage. Illuminated signs with all or part of the sign being unilluminated shall be repaired within seven business days of the date of notice.
- (b) Abandoned signs and neglected signs shall be considered a public nuisance and are prohibited.
- (c) Upon written notification to the permit holder by the City Manager, such abandoned signs shall be removed from the premises and neglected signs shall be repaired or removed from the premises by the property owner, agent, or person having beneficial use of the land, building, or structure upon which sign is located within seven business days of the date of notice.
- (d) The notification shall state that the offending sign shall be repaired or removed by the owner, agent, or person having beneficial use of the land, building, or structure upon which such sign is located within seven business days of the date of notice. The notification shall further state that if the sign is not removed or repaired, a citation may be issued and the City may utilize any civil remedy available to remove or repair the sign, up to and including impoundment and placement of a lien on the property to recover costs of repair or removal.
- (e) If any sign is determined to present an immediate danger to the health, safety, and general welfare of the public, the City may remove it immediately without providing prior written

notice. However, within 10 days of the date of removal of the sign, the City shall notify the owner of the property on which the sign was located of the reason(s) for removal of the sign and may utilize a civil process or place a lien on the property to recover costs. Such notice shall be sufficient if provided in writing to the owner of the premises on which the sign is located at the owner's address as recorded in the appraisal district records of the appraisal district or the person to whom a sign permit has been issued for the sign.

- (f) It shall be unlawful for any person, firm, or corporation receiving such written notice to fail to comply with the direction of the notice. In the event of failure to comply with such notice, the City Manager is hereby authorized to cause the removal and impoundment of such sign. Any expenses incident thereto shall be the responsibility of the owner, agent, or person having beneficial use of the land, building, or structure upon which such sign was located.

§ 17.02.006 Removal of Signs in Violation.

- (a) Removal/Impoundment of Prohibited Signs. All prohibited signs, dilapidated signs, or noncompliant signs shall be considered a public nuisance and are prohibited by this ~~section~~ chapter within the City limits and its extraterritorial jurisdiction. Upon identification of any prohibited sign, the City Manager shall provide written notification of the violation to the owner of the property on which the prohibited sign is located and/or the installer of the sign.
 - (1) The notification shall state that the offending sign shall be removed by the owner, agent or person having beneficial use of the land, building or structure upon which such sign is located within the time period prescribed after written notification to do so.
 - (2) The notification shall further state that if the prohibited sign is not removed within a specific time frame (not to exceed 10 calendar days) a citation may be issued and the City may resort to any civil remedy available up to and including impoundment.
 - (3) If any sign is determined to present an immediate danger to public health, safety, or welfare, the City shall remove it immediately.
 - (4) Within 10 calendar days of the removal of the sign, the City Manager shall notify the owner of the property on which the sign was located of the reason(s) for the removal of the sign.
 - (5) Signs authorized by a sign permit number with an expiration date shall be removed promptly upon the date of expiration.
 - (6) Signs remaining after the date of expiration shall be deemed prohibited. The sign permit that provides the expiration date shall be considered adequate notice of violation.
 - (7) Bandit signs may be removed immediately by the City.
- (b) Failure to Comply. It shall be unlawful for any person receiving such written notification or having an expired sign permit to fail to comply with the direction of the notification. In the event any person fails to comply with such notice provided, the City Manager is hereby authorized to cause the removal and impoundment of such sign. Any expenses incident thereto shall be the responsibility of the owner, agent or person having beneficial use of the land, building or structure upon which such sign was located.
- (c) Impounded Signs and Recovery.
 - (1) Impounded signs may be recovered by the owner within seven calendar days from the date of the written notification of impoundment by paying a fee determined by the City's current fee schedule as approved by the City Council.

- (2) Impounded signs not recovered within seven calendar days from the date written notification of impoundment is sent shall be deemed abandoned and may be disposed of by the City in any manner City Manager determines appropriate.

§ 17.02.007 UNIFIED SIGN PLAN.

- (a) A Unified Sign Plan is required prior to the issuance of a sign permit for all signage on properties that are greater than four acres in size and/or have more than six independent businesses located on the overall property. The purpose of the Unified Sign Plan is (i) to provide overall sign locations on a property by identifying the relationship of each sign to surrounding and existing signs and properties; and (ii) to provide uniformity in size, design, colors, and proportions of signs within the development. In addition, the Unified Sign Plan shall be designed to promote a cohesive relationship between current developments and proposed future improvements and to provide for consistency and uniformity among buildings and signs for a commercial development made up of multiple independent businesses and for adjacent residential developments. The Unified Sign Plan purpose is to provide signage so that it identifies commercial establishments in a readable and distinct manner to allow uses to be easily differentiated, and to maintain an uncluttered appearance that provides a pleasing visual environment.
- (b) A Unified Sign Plan shall contain the following information:
- (1) Elevations of the locations of signs illustrating the materials of construction, colors, lighting, fonts of letters and dimensions of the signs. If the sign is to be attached to a building, the elevation shall be a composite of the sign and the building;
 - (2) Elevations depicting the size of the signs in relation to the size of the buildings within the development;
 - (3) A plan drawn to preliminary site plan, or site plan specifications, as detailed in the Zoning Ordinance, as it currently exists or may be amended, of the site illustrating the location of existing and proposed signs on the property and, if required by City staff, on adjacent properties;
 - (4) Other information to illustrate the consistency and uniformity of the signs; and
 - (5) For Unified Sign Plans, the sign plan shall identify a unified development zone. Only those properties and businesses included within the unified development zone shall be included/identified on the unified development signs erected within the unified development zone. Prior to City consideration of a unified development zone, all property owners located within a proposed unified development zone must submit notarized letters to the City authorizing the creation of the unified development zone. A lot shall only be included in one unified development zone.
- (c) A Unified Sign Plan is required for all commercial use developments in all zoning districts that include six or more independent businesses within the overall development zone or that are located upon land that is greater than four acres in size, whichever is the most restrictive.
- (d) A proposed Unified Sign Plan and all individual signs requested within such plan, or as otherwise required in this ~~section~~chapter, shall be submitted to the development services department for review and approval. The Unified Sign Plan, including individual signs therein, will be reviewed for compliance with this ~~section~~Chapter 1727 and in accordance with the City's development review schedule. The Building Official may approve or deny a Unified Sign Plan or approve such plan or individual signs therein with conditions. Should the building official deny a proposed Unified Sign Plan or sign therein, the applicant shall

be notified in writing within 10 days of such decision and shall have a right to appeal the decision of the Building Official to the sign board within 10 days of the date of the decision of the Building Official, and thereafter may appeal the decision of the Sign Board to the City Council. Appeals under this ~~section~~chapter to the Sign Board and City Council shall be in accordance with the procedure and criteria set forth in ~~subsection~~ 17.02.008D(8)(b) hereof.

§ 17.02.008 WAIVERS AND APPEALS.

- (a) Sign Board. All waivers and appeals to this Chapter of the Code of Ordinances section of the Zoning Ordinance shall be presented to the Sign Board. This appointed body shall be made up of the same members as the Board of Adjustment.
- (b) Process. Any person requesting a waiver from the rules and regulations detailed herein shall apply in writing to the Sign Board. The application shall contain the information and plans requested in the waiver specifically identifying the requested variation or relief from the provisions of this ~~section~~chapter, along with the established application fee required in the City's fee schedule. The application shall include reasons for the requested waiver including any situation or issue that the applicant believes will necessitate the requested variation or relief from the requirements of this ~~section~~chapter, and the existing regulations to be altered. No public hearing and/or notification of property owners is required for a sign waiver. The burden of demonstrating that the requested waiver meets the requirements of this ~~section~~chapter shall be on the applicant. Waivers and appeals to Section 17.02.003 – Prohibited Signs are not allowed and will not be considered.
- (c) Approval Standards. When considering a request for a waiver from the requirements of this ~~section~~chapter 1727, the Sign Board shall consider the following criteria when granting a waiver:
 - (1) Special conditions exist which are unique to the land, structure or building involved and are not applicable to other lands, buildings or structures in the same vicinity. The Sign Board may attach such conditions to granting all or a portion of any waiver necessary to achieve the purpose of this ~~section~~chapter; and
 - (2) The strict interpretation of the provisions of this ~~section~~chapter would deprive the applicant of rights commonly enjoyed by other properties in the vicinity under the terms of this ~~section~~chapter; and
 - (3) The special conditions and circumstances necessitating the request for waiver do not result from the actions of the applicant and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences; and
 - (4) Granting the waiver will meet the objectives of the ~~section~~chapter and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare; and
 - (5) Granting of the waiver will be in harmony with the spirit and purpose of this ~~section~~chapter, the Zoning Ordinance and the Comprehensive Plan of the City.
- (d) Approval by the Sign Board. In its sole discretion, the Sign Board shall have the authority to waive or amend certain regulations if it deems the change to be in the best interest of the City of Aubrey.
- (e) Appeal. If the Sign Board denies the application for a waiver, the applicant may appeal to the City Council, which will have the final authority. In its sole discretion, the City Council shall have the authority to grant a waiver or amend certain regulations if it deems the change to be in the best interest of the City of Aubrey.

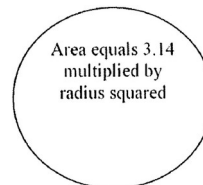
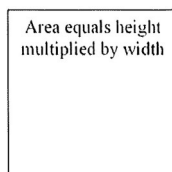
- (f) Limitation on Reapplications. When the City Council has denied an application for waiver under this ~~section~~chapter, no new applications for the same request or for a request of a similar nature shall be accepted or scheduled for consideration by the City Council for a period of 12 months after the date of such City Council denial. Applications that have been withdrawn at or before the meeting date at which an application is posted for consideration by the Sign Board, and appeals of Sign Board decisions that have been withdrawn at or before the meeting date at which an appeal is posted for consideration by the City Council may be resubmitted at any time for consideration before the Sign Board and/or City Council.

§ 17.02.009 PENALTY FOR VIOLATION OF ~~SECTION 27~~CHAPTER 17, SIGN REGULATIONS.

- (a) Penalty for Violation. Any person, as defined herein, who violates any one or more of the provisions of this ~~section~~chapter or causes or permits the violation of any one or more provisions of this ~~section~~chapter shall be guilty of a Class C Misdemeanor upon conviction, and shall be subject to a fine not to exceed the maximum fine of \$500.00 or \$2,000.00 as applicable and allowed by state law. A separate offense shall be deemed committed upon each day or part of a day during or on which a violation occurs or continues.
- (b) Presumption of Ownership. There shall be a rebuttable presumption that a person is responsible for a violation of this ~~section~~chapter if the person is:
- (1) The permit holder for the sign; or
 - (2) The owner, operator, agent, employee, or manager of an entity or business that is identified on or endorsed or promoted by the Sign, or if the Sign identifies a phone number or email, physical or other social media address for such person or a person who is listed or otherwise identified on the sign as responsible for the sign or the purpose being advertised.
- (c) Presumption Rebuttable. The presumption established by ~~subsection 17.02.009(9)~~(b) may be rebutted if the person provides the full name, date of birth, physical and mailing address, and telephone number or numbers for the person who is determined to be responsible for the violation.

§ 17.02.010 SIGN MEASUREMENT.

- (a) Area. The area of a sign shall be measured as follows:
- (1) For signs in the shape of a square, rectangle, circle, or similar standard geometric shape, the area shall be calculated by using the standard mathematical formula (height multiplied by width, 3.14 multiplied by radius squared, etc.) of the effective sign area.



- (2) For signs with an irregular shape, the area shall be measured by enclosing the sign elements with intersecting lines and using the standard mathematical formula (height multiplied by width). This method of measurement shall be used for wall sign with

individually mounted letters.



- (3) The area of a spherical, cylindrical, or other three-dimensional sign shall be measured by calculating the area of a two-dimensional drawing of the largest elevation of the sign.
 - (4) Where a sign has two faces, the area of the largest sign face shall be used to determine the area of the sign provided the two faces are within 30 degrees from parallel. Where a sign has two or more faces that are greater than 30 degrees from parallel, the sign area shall either be calculated as the sum of the area of each face, or the sign will constitute two signs (a V-shaped sign).
 - (5) Letters forming a word or name shall be considered a single sign, regardless of the spacing between letters.
- (b) Height. The height of all signs shall be measured from the top edge of the sign and/or support structure to the average finished grade of the ground below the sign and/or support structure. If a sign is located on a mound, berm, or other raised area for the sole purpose of increasing the height of the sign, the height of the mound, berm, or other raised area shall be included in the height of the sign. The supports of a freestanding sign shall not be included in calculating the area of the sign but shall be included in the measurement of the height of the sign.

§ 17.02.011 CRITERIA FOR PERMISSIBLE SIGNS.

The following signs are allowed, subject to compliance with the conditions and the specifications provided in this [sectionchapter](#). Signs that do not comply with the following conditions and specifications or are not specifically authorized within this [section-chapter](#) are considered to be an illegal sign and shall be prohibited. It shall be unlawful for a person to erect, allow, maintain, or cause to be erected an illegal sign.

ARTICLE 17.03. APPROVED SIGNS

§17.03.001 PERMANENT SIGNS ALLOWED IN PROPOSED DOWNTOWN AREA.

(1) Awning Signs.

(i) Location	Permitted in conjunction with non-residential uses or in a residential zoning district for apartment uses for which a building permit and/or certificate of occupancy has been issued. The supporting structure may not extend into or over the street right-of-way. Signs shall be securely attached to the elevation of the awning, and may not swing, sway, or move in any	
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	manner.	
(ii) Maximum Effective Sign Area	10 percent of the total area of the awning.	
(iii) Minimum Clearance	9 feet in height above sidewalk or walkway.	
(iv) Design	Canvas, metal, wood, or other material approved by the City Manager. Minimum height for text or graphic elements shall be 6 inches. The awning shall be secured to the building and may not move in any manner. An awning requires the issuance of a building permit prior to installation, unless approved with the initial building permit.	
(v) Dimensions	Maximum width of awning: 75 percent of building width Maximum height of message: 12 inches	
(vi) Permit Required	Yes.	

(2) Murals.

(i) Location	Shall be tiled or painted directly upon or affixed to the exterior wall of the building. Must have written permission of the property owner at the time of permit application. May be up to 100 percent of the building elevation on which it is located. Text and symbols are limited to 10 percent of the size of the entire mural.	 <i>Image credit: Tyler, Texas</i>
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(ii) Maintenance	It is the intent of the City to maintain the historic murals in downtown Aubrey. To that end, mural signs shall be kept in good repair, free from excessive paint chipping, peeling, or fading. Mural signs found not to be in good repair must be repaired within 90 days from the date upon which the property owner receives a written order from the building official to repair the mural sign. Should the mural sign not be repaired within 90 days of notice by the City, the City reserves the right to repair and/or repaint the mural sign. If the City repairs and/or repaints the mural sign, the property owner will be charged the cost of the repair and/or repainting. If payment of the cost of the repair and/or repainting has not been paid within 60 days, the City may place a lien against the property in the amount of the charge for the repair and/or repainting.
(iii) Illumination	Mural signs may be illuminated by external lighting cast onto the mural sign provided that: The brightness and intensity shall not be greater than necessary to make the mural visible; and Lighting shall be shielded from all adjacent buildings and streets; and The lighting shall not create excessive glare to pedestrians and/or motorists and will not obstruct traffic control or any other public informational signs.
(iv) Permit Required	Yes, location must be approved by the City Manager.
(v) Permit Stipulation	Mural signs may not be used to advertise products or services offered or sold off-location or on-site.

(3) Projecting Signs.

(i) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued. May project into right-of-way (with City Council approval of an encroachment agreement) but shall be located a minimum of three feet from back of curb of any adjacent street or drive. May be erected on a building corner when the building corner adjoins the intersection of two streets. No portion shall extend above the roof line, a parapet wall, or the eave line.	
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(ii) Maximum Total Sign Area	The surface area of the sign where text and graphics are displayed shall not exceed a maximum of 10 percent of the area of the building elevation to which it is attached.
(iii) Minimum Clearance	9 feet above sidewalk or walkway. Requires Fire Department review and approval.
(iv) Maximum Number of Signs	One per tenant per elevation.
(v) Design	Shall not extend above a building wall. May extend no more than three feet from the facade of a building.
(vi) Support	Shall be supported from the side edge of the sign in an approved manner.
(vii) Permit Required	Yes.

(4) Wall Signs.

(i) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued. Shall not be allowed on accessory structures. Shall not be allowed on any facade (other than the main front of the building) that faces property zoned for single-family uses if the sign is within 150 feet of the property line of said residential property. Tenant within a strip center. Signage shall be restricted to the facade of the applicable tenant space on the building.	
(ii) Maximum Effective Sign Area	The total of all effective sign area on each facade, shall not exceed 60 square feet or 20 percent of the facade, whichever is greater. In no instance shall a wall sign exceed the maximum height limitations noted in subsection (iii) below. Tenant within a strip center. Shall be measured by the size of the front facade of the applicable tenant space.	
(iii) Maximum Height	Height of sign is based on the height of the building: Less than 20 feet: Four feet 20 feet to less than 30 feet: Six feet 30 feet to less than 40 feet: Eight feet 40 feet to less than 50 feet: 10 feet 50 feet or greater: 12 feet	

(iv) Minimum Clearance	9 feet above sidewalk, walkway, or street. If sign is painted on the wall, there is no minimum clearance.
(v) Maximum Number of Signs	Unlimited, however, the individual sign heights may not exceed what is allowed in subsection (iii) above, and the total combined area cannot exceed what is allowed in subsection (ii) above. Signage for a multi-tenant building with a single entry, shall be limited to a maximum of two signs per elevation of appropriate scale and size identifying the major tenant or name of building.
(vi) Design	When projections on the wall face prevent the placement of the sign flat against the wall face, the space between the back of the sign and the wall shall be closed at the top, bottom, and ends with incombustible materials. In no case shall an attached sign project above the roof line or parapet wall of any building.
(vii) Permitting Stipulation	Signage for a multi-tenant building with a single entry. Shall be required to provide a letter from the owner of the building authorizing placement of sign and location at permit submittal.
(viii) Permit Required	Yes. A sign reface requires a separate permit.

(5) Wayfaring Signs.

(i) Location	May be located on private property that is adjacent to public rights-of-way (with written permission from the property owner). May be located within the parkway of public rights-of-way (with permission from the state or county, as appropriate).	
(ii) Manner	The number and location of wayfaring signs shall be determined by the City Manager. The cost of production, installation, maintenance, and relocation or removal of the wayfaring signs shall be the responsibility of the permittee, or, if located on private property, the permittee and the property owner shall have joint and several liability.	
(iii) Maximum Height	10 feet	
(iv) Maximum Width	6 feet	

(v) Color/Theme	Wayfaring Signs shall incorporate logo/artwork approved by City Council.
(vi) Permit Required	The City may place or contract for placement of wayfaring signs, and as the permitting authority, a permit shall not be required for City installed wayfaring signs; however, City may require a third-party contractor to obtain a permit for wayfaring signs and pay applicable fees.

(6) Window Signs.

(i) Location	Shall be affixed to any surface of a window (interior or exterior) or within three feet of the interior window glazing.	
(ii) Maximum Total Sign Area	Window signs are exempt from the provisions of this section <u>chapter</u> , provided that not more than 30 percent of the transparent window area is occupied at any one time, regardless of whether the sign covers a single pane or multiple panes.	
(iii) Exceptions	Addresses, open/closed signs, hours of operation, and window signs required by City ordinances are exempt from meeting the maximum sign area criteria required in this section <u>chapter</u> of the ordinance.	
(iv) Permit Required	No. Window signs shall comply with all conditions and specifications listed above and other applicable provisions herein.	

(7) Blade Signs.

<u>(i) Location</u>	<u>Permitted in conjunction with nonresidential uses for which a building permit and/or certificate of occupancy has been issued. Shall be located in the visual path of pedestrians, under covered walkways within a development.</u>	
<u>(ii) Maximum Total Sign Area</u>	<u>Three square feet.</u>	
<u>(iii) Maximum height</u>	<u>Eighteen inches.</u>	
<u>(iv) Minimum clearance</u>	<u>Nine feet above sidewalk or walkway.</u>	

<u>(v) Maximum number of signs</u>	<u>One per tenant per elevation.</u>
<u>Design</u>	<u>The upper edge of a blade sign shall not extend vertically above the eave line of a structure.</u> <u>Any lighting shall comply with the adopted electrical code and City's Outdoor lighting requirements.</u> <u>Blade sign shall be supported from the top edge of the sign in an approved manner.</u>
<u>Permit required</u>	<u>No.</u>

§17.03.002 TEMPORARY SIGNS ALLOWED IN PROPOSED DOWNTOWN AREA.

(1) Banner Signs (Temporary).

(i) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued. Shall not face a residential neighborhood unless separated by a major or minor thoroughfare.	
(ii) Maximum Total Sign Area	All four corners shall be securely attached to the front, side, or rear surfaces of a building excluding banners located on public school property or church property, which may be affixed to a freestanding support. May not be used as the primary signage for a business.	
(iii) Maximum Total Sign Area	35 square feet.	
(iv) Minimum Clearance	Nine feet in height above sidewalk or walkway when installed in a location that may restrict pedestrian travel.	
(v) Maximum Number of Signs	One at any given time for any given business.	
(vi) Maximum Number of Occurrences/Year	Three two-week periods per business per calendar year that shall not be consecutive.	
(vii) Exceptions	A business is permitted to have one banner sign prior to the receipt of a certificate of occupancy. A permit shall be allowed for a period not to exceed 14 days for grand openings. A banner signed approved for a grand opening shall not be counted against the allowed time frames provided in this section<u>chapter</u>. Banner signs are allowed with a special event permit for 14 days prior to the event and two days after the event is over. Religious organizations that operate in a school or other temporary facility may place a banner during times of worship. The banner cannot be placed earlier than 24 hours prior to	

	worship and shall be removed no later than two hours after worship. The banner shall not count against the businesses' annual allowance.
(viii) Duration	Each permit is valid for a two-week period.
(ix) Removal	Shall be removed on the day of the expiration of the permit. Special event banner, within 24 hours after the event.
(x) Permit Required	Yes.

(2) Sidewalk Sign (Temporary).

(i) Location	A sidewalk sign may be located on any downtown sidewalk so long as the sign does not obstruct vehicular, bicycle, or pedestrian traffic. Must comply with ADA clearance and accessibility.	
(ii) Maximum Effective Sign Area	A sidewalk sign must be no more than 42" tall and 36" wide. The sign face must be no more than six square feet in area.	
(iii) Maximum Number of Signs	There may be no more than one sidewalk sign per tenant, generally located adjacent to the primary facade in front of the business and shall not obstruct ingress and egress to a building or upon a sidewalk or roadway.	
(iv) Design	No illumination is permitted.	
(v) Duration	The sign must be removed and placed indoors at the close of each business day.	
(vi) Permit Required	Yes, but there is no fee for this sidewalk signs.	

§17.03.003 PERMANENT SIGNS ALLOWED IN ALL OTHER NON-RESIDENTIAL DISTRICTS AND THE ETJ.

In addition to the signs listed in Section 17.03.001, the following signs are allowed in all other non-residential zoning districts and the City's extraterritorial jurisdiction (ETJ).

(1) Canopy Signs.

(i) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued. Shall be attached to the face of the canopy band that is parallel to a public street.	
(ii) Maximum Effective Sign Area	10 percent of the area of the building elevation to which it is attached.	
(iii) Maximum Number of Signs	One canopy sign per public street frontage.	
(iv) Design	Shall only contain the name and/or logo of the company at the location. Pricing and/or sale specials are prohibited. Must not extend outside the overall length or width of the canopy, however, may extend above or below the canopy provided the clear height is met.	
(v) Permit Required	Yes.	

(2) Cantilevered Ground Signs

(i) Location	Permitted in conjunction with commercial uses for which a building permit and/or certificate of occupancy has been issued. Intended primarily for small-scale businesses. Must be placed a minimum of five feet from the front building line.	
(ii) Maximum Effective Sign Area	8 square feet	
(iii) Maximum Number of Signs	One, to be located on the main entrance side of the building.	
(iv) Design	Shall only contain the name and/or logo of the company. Pricing and/or sale specials are prohibited. May not be internally illuminated or backlit.	
(v) Permit Required	Yes.	

(3) Crown Signs.

(i) Location	Permitted in conjunction with commercial uses for which a building permit and/or certificate of occupancy has been issued. Shall be located on the primary building facade and located on the upper horizontal band of the building that is a minimum of 55 feet in height and four stories. Must be located so as not to cover windows or architectural details.	
(ii) Maximum Effective Sign Area	Three percent of the area of the facade to which it is attached.	
(iii) Maximum Number of Signs	One, to be located on the main entrance side of the building.	
(iv) Design	Shall only contain the name and/or logo of the company at the location. Pricing and/or sale specials are prohibited. May be internally illuminated or backlit.	
(v) Permit Required	Yes.	

(4) Drive-Through Order Signs.

(i) Location	Permitted in for retail trade or services uses providing drive-through and drive-up facilities which shall be designed and operated to effectively mitigate problems of congestion, excessive pavement, litter, noise, traffic, and unsightliness.	
(ii) Maximum Effective Sign Area	40 square feet, each preview/order board. A carhop and/or walk-up menu board shall not exceed 10 square feet in area.	
(iii) Maximum Signs Height	Eight feet, unless constructed as part of a rain/shade barrier. A maximum distance off ground shall be 12 inches.	
(iv) Maximum Number of Signs	One preview board and one order board shall be permitted for each drive-through/drive-up lane.	

(v) Design	Each drive-through and drive-up access aisle for restaurants shall provide sufficient space before the menu board to accommodate at least four waiting vehicles and at least four waiting vehicles between the menu board and the drive-up window. The sign board may modify this standard based on specific site characteristics pursuant to subsection <u>17.02.008D(8)</u> , Waivers and Appeals.
(vi) Permit Required	Yes.

(5) Monument Signs (Multiple Tenant).

(i) Location	Permitted in conjunction with multiple non-residential uses established on one lot for which a building permit and/or certificate of occupancy has been issued. Minimum 15-foot setback from all property lines.	
(ii) Maximum Total Sign Area	Multi-tenant monument sign adjacent to US Hwy 377: 150 square feet Other multi-tenant monument sign: 96 square feet	
(iii) Minimum Base Height	12 inches	
(iv) Maximum Height	Multi-tenant monument sign: 20 feet for commercial centers greater than 100,000 square feet. Multi-tenant monument sign: 15 feet for commercial centers equal to or less than 100,000 square feet. Multi-tenant monument sign adjacent to US Hwy 377: 25 feet. If one or more of the above maximum height calculations conflicts, the lesser height of the two regulations applies.	
(v) Maximum Number of Signs per Street Frontage	One per 400 feet of street frontage per lot.	
(vi) Minimum Spacing between Signs	The distance required between any two multi-tenant monument signs is 200 feet.	
(vii) Design	Shall be constructed of the same primary masonry materials as the front building facade of the principal building on the same lot and shall be of similar architectural style. Monument signs shall be consistent with the building elements and materials of development. Blank panels shall be installed on monument signs where tenant panels are absent (see illustrations, above).	
(viii) Removal	Model home monument sign: Shall be removed prior to final inspection of home when model is transitioned to a single-family dwelling or upon removal of sales trailer from same lot.	

(ix) Unified Sign Plan Required	See subsection 17.02.007D(7) for more details on the requirements of the Unified Sign Plan for multi-tenant monument signs and coordination of wall signs within a shopping center.
(x) Permit Required	Yes. A sign reface requires a separate permit.

(6) Monument Signs (Single Tenant)

(i) Location	Single tenant monument sign: Permitted in conjunction with non-residential uses or on a lot containing a multi-family use for which a building permit and/or certificate of occupancy has been issued. Single tenant/multi-tenant monument sign: Minimum 15-foot setback from all property lines.	
(ii) Maximum Total Sign Area	Single tenant monument sign adjacent to US Hwy 377: 100 square feet. Other single tenant monument signs: 64 square feet.	
(iii) Minimum Base Height	12 inches.	
(iv) Maximum Height	Single tenant monument sign adjacent to US Hwy 377: 10 feet. Other single tenant monument sign: Eight feet.	
(v) Maximum Number of Signs	Single tenant monument sign: One per lot.	
(vi) Minimum Spacing Between Signs	The distance required between any two single tenant monument signs on adjacent properties is 75 feet.	
(vii) Design	Shall be constructed of the same primary masonry materials as the front building facade of the principal building on the same lot and shall be of similar architectural style. Monument signs shall be consistent with the building elements and materials of development.	
(viii) Permit Required	Yes.	

(7) Wall Signs.

(i) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued. Shall not be allowed on any facade (other than the main front of the building) that faces property zoned single-family uses if the sign is within 150 feet of the property line of said residential property. Tenant within a strip center: Signage shall be restricted to the facade of the tenant space on the building and is subject to a Unified Sign Plan.	
(ii) Maximum Effective Sign Area	The total of all effective sign area on each facade, shall not exceed 60 square feet or 20 percent of the facade, whichever is greater. In no instance shall a wall sign exceed the maximum height limitations noted in subsection (iii) below. Tenant within a strip center: Shall be measured by the size of the facade of the tenant space.	
(iii) Maximum Height	Height of sign is based on the height of the building: Less than 20 feet: four feet 20 feet to less than 30 feet: Six feet 30 feet to less than 40 feet: Eight feet 40 feet to less than 50 feet: 10 feet 50 feet or greater: 12 feet	
(iv) Minimum Clearance	9 feet above sidewalk, walkway, or street. If sign is painted on the wall, there is no minimum clearance.	
(v) Maximum Number of Signs	Unlimited, however, the Individual sign heights may not exceed what is allowed in subsection (iii) above and the total combined area cannot exceed what is allowed in subsection (ii) above. Signage for a multi-tenant building with a single entry: shall be limited to a maximum of two signs per elevation of appropriate scale and size Identifying the major tenant or name of building.	
(vi) Design	When projections on the wall face prevent the placement of the sign flat against the wall face, the space between the back of the sign and the wall shall be closed at the top, bottom, and ends with incombustible materials. In no case shall an attached sign project above the roof line or parapet wall of any building.	

(vii) Permitting Stipulation	Signage for a multi-tenant building with a single entry: Shall be required to provide a letter from the owner of the building authorizing placement of sign and location at permit submittal.
(viii) Permit Required	Yes. A sign reface requires a separate permit.

§17.03.004 PERMANENT SIGNS ALLOWED IN RESIDENTIAL AND MULTI-FAMILY DISTRICTS AND THE ETJ (OTHER THAN THE PROPOSED DOWNTOWN AREA).

In addition to the signs listed in section 17.03.001, the following signs are allowed in all other residential and multi-family zoning districts and the City's extraterritorial jurisdiction (ETJ), as indicated.

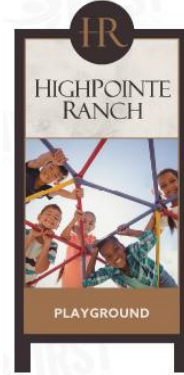
(1) Residential Subdivision Entrance Sign.

(i) Location	Main entrance sign should be placed in HOA-owned median providing a divided entryway into the community.	
(ii) Maximum Total Sign Area	Residential subdivision monument signs: 200 square feet.	
(iii) Minimum Base Height	12 inches.	
(iv) Maximum Height	Residential subdivision monument sign: 12 feet.	
(v) Maximum Number of Signs	One required at main entrance. Additional smaller entrance signs may be permitted at other entrances.	
(vi) Design	Shall be constructed of the masonry materials or a combination of similar materials to complement the community's architectural style.	
(vii) Lighting	Ground lighting where the light itself and supporting structure are not visible from public right-of-way is allowed. All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.	
(viii) Permit Required	Yes.	
(ix) Other Requirements	No such signage will be allowed in the right-of-way. Structures enhancing associated signage may be permitted in the right-of-way upon City Council approval of an encroachment agreement or license and Fire Department review and approval of clearance provisions.	

§17.03.005 Miscellaneous or Temporary Signs Allowed in All Districts and the ETJ, as Indicated.

In addition to the signs listed in section 17.03.001, the following miscellaneous and/or temporary signs are allowed in all non-residential zoning districts other than the Proposed Downtown Area unless expressly allowed below.

(1) Builder Promotional Signs (Miscellaneous Sign).

(i) Location	Any zoning district outside the Proposed Downtown Area Shall be located on private property that is adjacent to public rights-of-way. May be located within the parkway of public (i.e. state, county, City) rights-of-way (with permission from the entity, as appropriate). Placement of builder promotional signs are subject to TxDOT approval.	
(ii) Manner	Signs are permitted at a minimum spacing of 200 feet along a right-of-way and may not be located within 100 feet of a street intersection. The cost of production, installation, maintenance, and relocation or removal of the builder development signs shall be the responsibility of the permittee, or, if located on private property, the permittee and the property owner shall have joint and severable liability.	
(iii) Maximum Height	10 feet.	
(iv) Maximum Width	4 feet.	
(v) Maximum Number of Signs	The maximum number of signs is based on length of roadway frontage.	
(vi) Permit Required	Yes	
(vii) Site Plan Required	Yes	
(viii) Duration	Shall be removed prior to the issuance of 90 percent of the home building permits for a subdivision on the property.	

(2) Changeable Electronic Message/Reader Board Sign (Miscellaneous Sign)

(i) Location	Changeable E lectronic M essage/ R reader B oard S igns shall be allowed on all permitted monument signs except <u>for those located on property within-in-the Proposedthe</u> Downtown Area of Aubrey. <u>Notwithstanding the foregoing, a Changeable Electronic Message/Reader Board shall be allowed for</u>	
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	<u>Governmental/Regulatory monument signs located on City owned property in the Downtown area.</u>	
(ii) Maximum Area	Electronic reader board may utilize no more than 50 percent of the effective sign area.	
(iii) Lighting Restrictions	Changeable electronic reader boards shall come equipped with automatic dimming technology which adjusts the sign's brightness based on ambient light.	
(iv) Message/Transitions	One sign per premises shall be allowed as a changeable message sign. Frame duration shall not be less than 10 seconds and shall occur simultaneously on the entire electronic sign face. Message transition shall not be greater than one second. Frame effects such as flashing shall be prohibited. May not be used to display commercial messages relating to products or services that are not offered on-premises. May include time and temperature.	
(v) Permit Required	Yes.	

(3) Construction Signs (Temporary Sign).

(i) Location	Any zoning district outside the Proposed Downtown Area. Permitted in conjunction with a construction project. Shall be set on premises out of the right-of-way.
(ii) Maximum Effective Sign Area	Sites under 10 acres: Maximum size is 36 square feet. Sites over 10 acres: Maximum size is 64 square feet.
(iii) Maximum Height	12 feet measured from the ground (including posts).
(iv) Maximum Number of Signs	One per major street thoroughfare per property. When a property has more than one major thoroughfare, one sign may be placed along each major thoroughfare.
(v) Minimum Spacing Between Signs	A property with more than 200 feet of major thoroughfare frontage is entitled to place one additional temporary construction fence sign with a minimum separation of 200 feet between each temporary construction fence sign.

(vi) Removal	Shall be removed prior to the issuance of a certificate of occupancy for the building on the property or the completion of construction. Where the property has multiple buildings with outstanding building permits, the temporary construction fence sign must be removed upon the earlier of: The expiration or termination of all such outstanding building permits, or Prior to the issuance of a certificate of occupancy for the last such building on the property.
(vii) Permit Required	Yes

(4) Development Signs.

(i) Location	Permitted in any zoning district. Shall be located on-site. Shall be setback a minimum of 15 feet from the front property line	
(ii) Maximum Effective Sign Area	64 square feet	
(iii) Maximum Height	12 feet	
(iv) Design	The supporting structure shall be constructed of metal, wood, plastic, or wood-plastic composite	
(v) Lighting	No illumination allowed	
(vi) Maximum Number of Signs	One sign shall be permitted adjacent to each street frontage of the property	
(vii) Duration	Non-residential property shall be removed prior to the issuance of a certificate of occupancy on the property.	
(viii) Permit Required	Yes	
(ix) Permitting Stipulation	Permit renewal is required every two years in order to verify duration criteria, property ownership, and maintenance of sign. Permit fee is only required at initial issuance. Failure to renew permit shall result in non-conforming sign status.	

(5) Flags (Miscellaneous Sign).

(i) Location	Allowed in any zoning district. Shall be located on private real property with the consent of the property owner. No flag shall be placed in or encroach over or onto any public right-of-way or median and shall not be attached to fences or trees. Residential: Shall be placed in ground in the front or rear yard of the lot or attached to the primary structure. Flags may not be attached to a fence.
(ii) Maximum Total Area	Residential: 60 square feet. Non-residential: 100 square feet.
(iii) Maximum Height	Residential: 30 feet. Non-residential: 50 feet.
(iv) Maximum Number of Flags per Lot	Residential: Three. Non-residential: Three
(v) Support	Flagpoles over 20 feet in height require a professional contractor to install.
(vi) Permit Required	No, but shall comply with the above conditions and specifications listed above.

(6) Incidental Signs - (Miscellaneous Sign)

(i) Location	Allowed in any non-residential zoning district. Shall be on-premises. Minimum 20-foot setback from front property line. Shall be attached to the ground. Includes institutional uses.
(ii) Maximum Effective Sign Area	8 square feet
(iii) Minimum Base Size	12 inches
(iv) Maximum Height	4 feet
(v) Maximum Number of Signs	Two per acre per lot
(vi) Minimum Spacing between Signs	50 feet
(vii) Design	The design, materials, and finish of the base shall match those of the front building facade of the primary structure on the same lot.
(viii) Permit Required	No, but shall comply with the above conditions and specifications listed above.
(ix) Fees	No

(7) Inflatable Signs (Temporary Sign)

(i) Location	Any zoning district outside the Proposed Downtown Area. Permitted for grand openings and for holidays and festivals. Shall not be located within required parking spaces, driveways that provide access to parking spaces, or fire lanes, nor shall the sign or its securing devices encroach into the right-of-way	
(ii) Maximum Effective Sign Area	Shall be secured directly to the ground. Shall not be placed on a roof or suspended from a building. 48 square feet	
(iii) Maximum Height	30 feet	
(iv) Maximum Number of Signs	One per premises per event	
(v) Timeframe	Grand openings: Once for each separate certificate of occupancy (CO). Maximum for 15 consecutive days. Must be removed within two days after the scheduled event. City approved special event: Maximum for 10 consecutive days. Must be removed within two days after the scheduled event.	
(vi) Permit Required	Yes	

(8) Non-Profit Signs (Temporary).

(i) Location	Allowed in any zoning district. Shall be located only on private property that is owned by and utilized for a non-profit purpose. Temporary signs referenced in this section-chapter prohibit bandit signs in any location.
(ii) Maximum Effective Sign Area	20 square feet
(iii) Maximum Height	6 feet
(iv) Maximum Number of Signs	As allowed by the City Manager
(v) Duration	May be placed up to 72 hours in advance of an event and removed within 24 hours following the event. In no case shall the temporary sign be displayed on a continuous basis.
(vi) Permit Required	No

(9) Outdoor Vending Machine Signs (Miscellaneous Sign).

(i) Location	Allowed in any zoning district. Shall not obstruct pedestrian or vehicular traffic. Shall be directly attached to a vending machine or gasoline pump. Shall be flat and shall not project from the vending machine or gasoline pump. May be displayed 24 hours each day.
(ii) Lighting	All lighting shall comply with the currently adopted National Electrical Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
(iii) Permit Required	No, but shall comply with the above conditions and specifications listed above.

(10) Political Signs (Temporary Sign)

(i) Location and State Statutes	Allowed in any zoning district. Texas state law provides certain restrictions on political signage at polling places as well as on private real property. The City hereby incorporates applicable provisions of such state law into this sectionchapter. V.T.C.A., Local Government Code, § 216.903, as amended.	
	State law authorizes the placement of signs that contain primarily a political message on private real property with the consent of the property owner, subject to the following: ○ Shall not have an area greater than 36 square feet; ○ Shall not be more than eight feet in height; ○ Shall not be illuminated; or ○ Shall not have any moving elements. Signs are not permitted on City property or within any right-of-way, except as required by V.T.C.A., Election Code, §§ 61.003 or 85.036, both as amended. Signs shall only be located on private property with the consent of the property owner no closer than 10 feet from the edge of the street pavement.	
(ii) Duration	Shall be removed within 10 days after the election day. In the case of a run-off election, signs advertising those candidates who are in the run-off election may be continued to be displayed during the interim period but must be removed within 10 days after the run-off election.	
(iii) Permit Required	No, but must comply with the above conditions.	

(11) Scoreboards.

(i) Location	Allowed in any zoning district that allows an athletic field or stadium. Shall be constructed within the limits of and be oriented into the athletic field or stadium.
(ii) Design/Electronics	Changeable electronic message/reader board component allowed
(iii) Permit Required	Yes

(12) Sidewalk Signs (Miscellaneous Sign)

(i) Location	Allowed in any non-residential zoning district. Shall be located a minimum of three feet back from the curb or any adjacent street, drive, or parking lot. Shall be located within 10 feet of the business entrance. Shall not be placed in public right-of-way.	
(ii) Maximum Height	4 feet	
(iii) Maximum Width	3 feet	
(iv) Minimum Clearance	If placed on or adjacent to a sidewalk or walkway (that is not in a public right-of-way), an unobstructed pedestrian clearance of at least four feet in width shall be provided adjacent to the sign.	
(v) Maximum Number of Signs	One per business	
(vi) Minimum Spacing Between Signs	30 feet	
(vii) Illumination	Shall not be illuminated.	
(viii) Timeframe	May be placed on properties during business hours only	
(ix) Permit Required	No, but shall comply with the above conditions and specifications listed above	

(13) Vehicular Signs.

(i) Location	Allowed in any zoning district outside the Proposed Downtown Area or any residential district. During periods of inactivity, such vehicle with prominent signage may not be parked in the parking lot or placed in such a manner that the sign	
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	is readily visible from adjacent public rights-of-way and is primarily being used as a sign.	
	Such vehicles may not be parked in the parking bay immediately adjacent to the street frontage. Vehicles with prominent signage are in violation only if the vehicle is parked in a manner that the signage on the vehicle is acting as a sign for an extended period of time and where it is visible from the street. All vehicles parked on a public street and/or a commercial parking lot must be operable, currently registered, and actively used in the daily function of the business to which such signs relate or for transporting employees to and from the premises. "For Sale" signs placed in or on vehicles when the vehicle is parked or placed in a manner that the sign is readily visible from adjacent public rights-of-way are prohibited with the exception that one vehicle containing a "For Sale" sign parked or placed at an approved parking space associated with a single-family, two-family, townhome, or multi-family dwelling unit is allowed.	
(ii) Permit Required	No, but shall comply with the above conditions and specifications	

(14) Residential [Yard] Signs.

(i) Location	Any residential zoning district. Permitted on a lot containing a single-family, two-family dwelling or multi-family dwelling. Also permitted on a residentially zoned lot owned by a HOA or property owners' association.	
	Shall be located only on private property with the consent of the property owner. Shall not be placed closer than ten feet from the edge of the street pavement.	
(ii) Maximum Effective Sign Area	4 square feet	
(iii) Maximum Height	3 feet	
(iv) Maximum Number of Signs	2 per lot	
(v) Permit Required	No, but shall comply with the conditions and specifications	

	listed above
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(15) Yard/Garage Sale Signs.

(i) Location	Allowed in any zoning district. Shall be located on private property with the consent of the property owner. Shall not be permitted in the right-of-way, public property, or utility pole	
(ii) Sign Type	Maximum size 24 x 30 inches	
(iii) Timeframe	The signs shall not be displayed for more than 72 consecutive hours and shall be removed by 8:00 a.m. on the day following the conclusion of the garage sale.	
(iv) Confiscation	Signs in violation of this section <u>chapter</u> may be confiscated and destroyed without notice by the City.	
(v) Permit Required	Yes. A permit is required for each garage sale. There is no fee for the permit. A maximum of two permits for a maximum of three days shall be issued per property per calendar year.	

(16) Feather Flags (Temporary Sign).

<u>(i) Location</u>	<u>Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued for special events and holidays.</u> <u>Shall be located entirely within private property on the same premises as the business/ non-residential use.</u> <u>Shall not be placed in, over or encroaching upon any public right-of-way.</u> <u>Shall not obstruct visibility for pedestrians or vehicles.</u> <u>Shall be setback a minimum of five (5) feet from any property line and minimum ten (10) feet from the back of curb.</u>	
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<u>(ii) Installation</u>	<u>Feather flags shall be freestanding and supported by a single ground-spike pole driven to a minimum depth of 18 inches, or a weighted portable base of sufficient mass to prevent tipping under foreseeable wind conditions.</u> <u>Shall not be attached to or supported by utility poles, light poles, fences, screening walls, trees, buildings, permanent sign supports, or any structure not specifically designed for the feather flag use.</u> <u>Shall be securely mounted to prevent collapse, rotation, or contact with adjacent structures, the public right-of-way, or pedestrians.</u> <u>No attachment or other accessory shall be added to or hung from any feather flag or its pole.</u>
<u>(iii) Maximum Total Sign Area</u>	<u>24 square feet per flag face, with a maximum flag width of three (3) feet at its widest point.</u>
<u>(iv) Minimum Height</u>	<u>Fifteen (15) feet as measured from finished grade at the base of the pole to the highest point of the sign or pole.</u>
<u>(v) Maximum Number of Signs</u>	<u>Two (2) feather flags per premises at any given time.</u> <u>Properties with more than one street frontage may display one (1) feather flag per frontage, not to exceed two (2) total.</u>
<u>(vi) Maximum Number of Occurrences/Year</u>	<u>Three two-week periods per business per calendar year that shall not be consecutive. A minimum interval of thirty (30) calendar days must pass between permitted display periods at the same location.</u>
<u>(vii) Exceptions</u>	<u>A business is permitted to display feather flags prior to the receipt of a certificate of occupancy for a grand opening. A permit shall be allowed for a period not to exceed 14 days for grand openings. A feather flag permit approved for a grand opening shall not be counted against the allowed time frames provided in this section.</u> <u>Feather flags are allowed in conjunction with a special event for 14 days prior to the event and two days after the event is over.</u> <u>Churches may place feather flags on the premises in conjunction with holidays and special events for 14 days prior to the event and two days after the event is over.</u> <u>Permit is not required for feather flags placed on church property.</u>
<u>(viii) Duration</u>	<u>Each permit is valid for a two-week period.</u>
<u>(ix) Removal</u>	<u>Shall be removed within two days of the expiration of the permit.</u> <u>For special events and holidays without a permit, the feather flags shall be removed no later than two days after the conclusion of the event or holiday.</u>
<u>(x) Permit Required</u>	<u>Yes.</u>

City Council Meeting
Staff Report
June 25, 2026

Agenda Item

Consideration and action on Ordinance No. 959-26, amending Chapter 1 "General Provisions", Article 1.10 "Parks and Recreation", Section 1.10.073, "Prohibitions and Standards of Conduct" to prohibit electric bicycles in certain areas, and adopting an amendment to Article 12.03, "Operation of Vehicles" of Chapter 12, "Traffic and Vehicles" to adopt a new Division 3, regulating "Electric Bicycles"; providing a penalty for violation; and providing an effective date.

Staff Contact

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

Summary

In response to electric bicycle proliferation in the City of Aubrey and the issues these vehicles are causing in our City parks, we are requesting some safety and security revisions/additions to our Code of Ordinances. These revisions hope to curb the damage these vehicles are causing in City parks. Below is a synopsis of these revisions:

- In Chapter 1, Division 3 Section 1.10.073 (a) this ordinance adds #30, which prohibits riding or operating Class 1, 2 or 3 electric bikes in City parks except in areas designated for that purpose.
- Reorders the previous #30 through #36 to #31 through #37.
- In Article 12.03, this ordinance adds Division 3, Section 12.03.060 — Safety Regulations for Electric Bicycles:
 - a. No person shall wear any headphones, earbuds, ear plugs or other noise reduction devices while operating an electric bike.
 - b. No person shall operate an electric bicycle and carry a passenger on such electric bicycle unless the electric bicycle is specifically designed for a passenger with additional seating, or the passenger is a child riding in a properly attached child safety seat.
 - c. No person shall operate an electric bicycle after dusk without the electric bicycle being equipped with a front white light visible from 500 feet away, and a rear reflector visible from 300 feet away or a lamp visible from 500 feet away.
 - d. No person under the age of fifteen (15) years shall operate a Class 3 electric bicycle.
 - e. No person under the age of sixteen (16) shall operate an electric bicycle without wearing a helmet that is properly fitted; is not structurally damaged; and conforms to current standards of the American National Standards Institute, the American Society for Testing and Materials, the Snell Memorial Foundation, or any federal agency having regulatory jurisdiction over bicycle helmets.
- Adds Section 12.03.061 — Pocket Bikes and Motorbikes, which just clarifies that pocket bikes and mini motorbikes are governed by Chapter 551 of the Texas Transportation Code.

Financial Summary

N/A

Staff Recommended Action

Approve

Staff Recommended Motion

**CITY OF AUBREY, TEXAS
ORDINANCE NO. 959-26**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, AMENDING CHAPTER 1, "GENERAL PROVISIONS" AND CHAPTER 12 "TRAFFIC AND VEHICLES" OF THE CITY'S CODE OF ORDINANCES BY AMENDING ARTICLE 1.10 "PARKS AND RECREATION", DIVISION 3 "PARK AND COMMUNITY CENTER RULES", SECTION 1.10.073(a) "PROHIBITIONS AND STANDARDS OF CONDUCT" TO ADOPT A NEW SUBPARAGRAPH (30)PROHIBITING OPERATION OF ELECTRIC BICYCLES EXCEPT IN DESIGNATED AREAS OF CITY PARKS AND PROPERTY" AND RENUMBERING EXISTING SUBSECTIONS 30 THROUGH 36 TO SUBSECTIONS 31 THROUGH 37; AMENDING CHAPTER 12, "TRAFFIC AND VEHICLES", ARTICLE 12.03 "OPERATION OF VEHICLES" BY ADOPTING A NEW DIVISION 3 TO BE ENTITLED "ELECTRIC BICYCLES"; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A MAXIMUM PENALTY OF FIVE HUNDRED AND FIFTY DOLLARS (\$250.00) FOR THE FIRST OFFENSE CONVICTION AND NO LESS THAN FIVE HUNDRED \$500.00 UPON CONVICTION OF A SECOND OFFENSE OCCURRING WITHIN ONE (1) YEAR OF THE FIRST CONVICTION; PROVIDING A SAVINGS AND CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Aubrey ("City Council") adopted Chapter 1 and Chapter 12 of its Code of Ordinances, which govern parks and vehicle operation within the City; and

WHEREAS, the City Council has determined that electric bicycles have become an increasingly common mode of transportation and recreation within the City; and

WHEREAS, the City Council finds that the operation of electric bicycles on public streets, sidewalks, trails, parks and other public rights-of-way presents unique safety considerations for riders, pedestrians, motorists, and other uses of public facilities; and

WHEREAS, on numerous occasions electric bicycles have been used in such a manner as to seriously damage parks and/or parkland in the City; and

WHEREAS, the City Council has determined that reasonable regulations regarding the operation of electric bicycles are necessary to protect the public health, safety, and welfare of the City's residents and visitors; and

WHEREAS, for the safety of those individuals who ride electric bicycles in the City, safety requires that such individuals do not traverse the City with noise-impeding devices, such as earbuds, headphones, ear plugs or similar devices; and

WHEREAS, the City Council has determined that adoption of this Ordinance serves a legitimate public purpose and is in the best interests of the City and of the public health, safety and welfare;

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

Section 1.
Findings Incorporated.

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

Section 2.
Amendments.

Section 2.1. Section 1.10.073 “Prohibitions and Standards of Conduct” of Division 3 “Park and Community Center Rules” of Article 1.10 “Parks and Recreation” of Chapter 1 “General Provisions” of the Code of Ordinances of the City of Aubrey is hereby amended to add a new subparagraph (30) to be and read in its entirety as set forth below and to renumber the existing subparagraphs (30) through (36) to subparagraphs (31) through (37) without amendment, with all other provisions of Section 1.10.073 not expressly amended to remain in full force and effect:

“Article 1.10 **PARKS AND RECREATION**

...

Division 3 **Park and Community Center Rules**

...

§1.10.073 Prohibitions and standards of conduct.

“(a) Prohibitions. Except in accordance with a special event for which the City has issued a permit or other permit issued by the City, it shall be unlawful for any person to engage in any one or more of the following acts or to cause such acts to occur in a City park:

...

- (30) To ride or operate Class 1, Class 2, or Class 3 electric bikes except in areas designated for those purposes.
- (31) To allow dogs or other pets onto designated athletic fields.

- (32) To fail to properly clean up pet waste and dispose of such waste in receptacles.
- (33) To hang on a basketball goal, including, but not limited to rim, net, backboard or any other piece of the goal.
- (34) To use or possess a controlled substance within a City park when such use or possession is unlawful.
- (35) To use confetti and/or silly string at any City park.
- (36) To utilize or distribute bird seed indoors at a City park.
- (37) To fail to comply with or adhere to instructions provided on signage posted by the City.”

Section 2.2. Article 12.03 “Operation of Vehicles” of Chapter 12 “Traffic and Vehicles” of the Code of Ordinances of the City of Aubrey is hereby amended to adopt a new Division 3 to be entitled “Electric Bicycles,” to be and read in its entirety as follows with all other provisions of Article 12.03 not expressly amended to remain in full force and effect:

“Article 12.03 **OPERATION OF VEHICLES**

...

Division 3 **Electric Bicycles**

§12.03.060 Definitions.

1. Electric Bicycle means:

- (a) **Electric Bicycle** means a Class 1 Electric Bicycle, a Class 2 Electric Bicycle, and/or as Class 3 Electric Bicycle as defined herein
- (b) **Class 1 Electric Bicycle** means an electric bicycle that is (i) equipped with a motor that assists the rider only when the rider is pedaling; and (ii) with a top assisted speed of 20 miles per hour or less; or
- (c) **Class 2 Electric Bicycle** means an electric bicycle that is (i) equipped with a motor that may be used to propel the bicycle without the pedaling of the rider; and (ii) with a top assisted speed of 20 miles per hour or less; or
- (d) **Class 3 Electric Bicycle** means an electric bicycle that is (i) equipped with a motor that assists the rider only when the rider is pedaling; and (ii) with a top assisted speed of more than 20 but less than 28 miles per hour.

2. Pocket bike or Minimotorbike means a self-propelled vehicle that is equipped with an electric motor or internal combustion engine having a piston displacement of less than 50 cubic centimeters, is designed to propel itself with not more than two wheels in contact with the ground, has a seat or saddle for the use of the operator, is not designed

for use on a highway, and is ineligible for a certificate of title under Chapter 501. The term does not include:

- (a) a moped or motorcycle;
- (b) an electric bicycle;
- (c) a motorized mobility device, as defined by Texas Transportation Code Section 552A.0101, as amended;
- (d) an electric personal assistive mobility device, as defined by Texas Transportation Code Section 551.201, as amended; or
- (e) a neighborhood electric vehicle, as defined by Texas Transportation Code Section 551.301, as amended.

12.03.061. Safety Regulations for Electric Bicycles.

- (a) No person shall wear any headphones, earbuds, ear plugs or other noise reduction devices while operating an Electric Bicycle.
- (b) No person shall operate an electric bicycle and carry a passenger on such electric bicycle unless the electric bicycle is specifically designed for a passenger with additional seating, or the passenger is a child riding in a properly attached child safety seat. All passengers on an Electric Bicycle shall wear a helmet
- (c) No person shall operate an Electric Bicycle after dusk without the Electric Bicycle being equipped with a front white light visible from a minimum distance of five hundred (500) feet from the Electric Bicycle, and a rear reflector visible from a minimum distance of three hundred (300) feet, or a lamp visible from a minimum distance of five hundred (500)feet from the Electric Bicycle.
- (d) No person under the age of fifteen (15) years shall operate a Class 3 Electric Bicycle.
- (e) No person under the age of sixteen (16) shall operate or ride as a passenger on an Electric Bicycle without wearing a helmet that is properly fitted, is not structurally damaged, and conforms to current standards of the American National Standards Institute, the American Society for Testing and Materials, the Snell Memorial Foundation, or any federal agency having regulatory jurisdiction over bicycle helmets.

§12.03.062 Pocket Bikes or Mini Motorbikes – Exempt

This Article shall not apply to a person operating Pocket Bikes or Minimotorbikes; such vehicles shall be subject to state law regulations, including without limitation, Chapter 551 of the Texas Transportation Code, as amended.”

Section 3.
Penalty.

Any person violating any provision of this Ordinance, upon conviction, shall be deemed guilty of a misdemeanor and shall be fined a sum not to exceed two hundred and fifty dollars (\$250.00) for the first offense, exclusive of court costs and fees, and upon conviction of a second offense within one (1) year of the date of the first conviction for a violation of this Article, shall be fined in an amount of not less than Five hundred dollars (\$500.00), exclusive of court costs and fees .

Section 4.
Cumulative Repealer/Savings.

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

Section 5.
Severability.

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

Section 6.
Codification.

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

Section 7.

Effective Date.

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

PASSED AND APPROVED by the City Council of the City of Aubrey, Texas, this the 25th day of June 2026.

CHRIS RICH, MAYOR

ATTEST:

JENNY HICKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY



City Council Meeting
Staff Report
June 25, 2026

Agenda Item

Consideration and action on Ordinance No. 956-26 amending Article 1.10, "Parks and Recreation" of Chapter 1, "General Provisions" of the Code of Ordinances to rename Division 2, as "Parks and Recreation and Keep Aubrey Beautiful" to establish the Park Board as the Keep Aubrey Beautiful Board, by amending Section 1.10.031, "Park Board/Keep Aubrey Beautiful" and adopting a new Section 1.10.033 "Duties" to identify duties of the Park Board/Keep Aubrey Beautiful Board; and providing an effective date.

Staff Contact

Leanne Wilson, Assistant City Manager
lwilson@aubreytx.gov

Summary

The proposed ordinance amends Chapter 1 of the City of Aubrey Code of Ordinances to designate the existing Parks and Recreation Board as the Keep Aubrey Beautiful Board and expand the Board's duties to include community beautification, litter prevention, waste reduction, and environmental stewardship activities. The action follows the dissolution of the independent Keep Aubrey Beautiful organization and provides a mechanism for continuing those efforts through an existing City advisory board.

The ordinance promotes efficient governance by utilizing the current Parks and Recreation Board structure rather than creating an additional board or commission. The expanded responsibilities align naturally with the Board's existing focus on parks, trails, recreational facilities, and community enhancement initiatives.

Approval of the ordinance will allow the City to maintain affiliations with Keep Texas Beautiful and Keep America Beautiful, continue community beautification efforts, encourage volunteer participation, and provide recommendations to the City Council regarding programs and policies that enhance the appearance and quality of life within the City of Aubrey.

Financial Summary

NA

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to (approve, table or deny) Ordinance No. 956-26.

**CITY OF AUBREY
ORDINANCE NUMBER 956-26**

AN ORDINANCE OF THE CITY OF AUBREY, TEXAS, AMENDING ARTICLE 1.10 “PARKS AND RECREATION” OF CHAPTER 1 “GENERAL PROVISIONS” OF THE CODE OF ORDINANCES OF THE CITY OF AUBREY TO RENAME DIVISION 2 “ PARKS AND RECREATION AND KEEP AUBREY BEAUTIFUL”, TO REPEAL 1.10.031, ESTABLISHED; MEMBERSHIP” AND TO ADOPT A NEW SECTION 1.10.031, “PARK BOARD/KEEP AUBREY BEAUTIFUL BOARD” AND TO REPEAL SECTION 1.10.033 “DUTIES” AND ADOPT A NEW SECTION 1.10.033 “DUTIES” TO PROVIDE DUTIES FOR THE BOARD; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Aubrey recognizes the importance of maintaining a clean, attractive, and environmentally friendly community for the health, safety, and welfare of its residents and visitors; and

WHEREAS, litter, illegal dumping, and neglect of public spaces negatively impact property values, economic development, environmental quality, and community pride; and

WHEREAS, community beautification efforts, including landscaping, public art, waste reduction, and environmental stewardship contribute to a higher quality of life and foster civic engagement among residents; and

WHEREAS, organized volunteer efforts have proven effective in enhancing community appearance and promoting environmental responsibility; and

WHEREAS, a Keep Aubrey Beautiful Commission was independently formed as a charitable and educational organization and was operated independently of the City by resident volunteers from 2010 until 2025 when its founding members dissolved that Commission; and

WHEREAS, the City Council desires to continue the work of Keep Aubrey Beautiful that the previous Commission started and to establish a City advisory Commission to coordinate beautification initiatives, promote public awareness, encourage citizen

participation in events and in keeping Aubrey clean and attractive, and to collaboratively work with City staff and City Council; and

WHEREAS, the creation of the new Keep Aubrey Beautiful Commission (the "Commission") will provide guidance, recommendations, and support for programs related to litter prevention, waste reduction, recycling, and community beautification; and

WHEREAS, the Commission will serve as a liaison between the City, the residents, local businesses, schools, and civic organizations to advance beautification goals; and

WHEREAS, establishment of the Commission is consistent with the City's commitment to environmental stewardship, community involvement, and sustainable development; and

WHEREAS. In the interest of efficient governance, the City Council has determined it appropriate to designate the Park and Recreation Board as the Keep Aubrey Beautiful Board and to assign beautification responsibilities to the Parks and Recreation Board acting on the capacity of the Keep Aubrey Beautiful Board; and

WHEREAS, the City Council has determined that the adoption of this Ordinance promotes good governance and the public health, safety and welfare.

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

SECTION 1. **INCORPORATION OF PREMISES**

The above and foregoing recitals are found to be true and correct and are incorporated into the body of this Ordinance for all purposes.

SECTION 2. **AMENDMENT**

2.01. Division 2, "Parks and Recreation Board" of Article 1.10, "Parks and Recreation" of Chapter 1, "General Provisions" of the Code of Ordinances of the City is hereby amended to be "Division 2, Parks and Recreation and Keep Aubrey Beautiful"

2.02. Chapter 1, "General Provisions", Article 1.10, "Parks and Recreation", Section 1.10.031, "Established; Membership" of the Code of Ordinances of the City is hereby repealed and a new Section 1.10.031, "Parks and Recreation Board/Keep Aubrey Beautiful Commission" is hereby adopted to be and read in its entirety as follows and all other sections and subsections of of the Code of Ordinances of the City of Aubrey is hereby amended to adopt a new § 1.10.038 entitled "Keep Aubrey Beautiful Commission," which shall be and read in its entirety as follows and all other sections and divisions of Article 1.10 not expressly amended hereby to remain in full force and effect:

"Division 2 Parks and Recreation Board/Keep Aubrey Beautiful Commission Created

1.10.031. Park Board/Keep Aubrey Beautiful Board. The Aubrey Parks and Recreation Board which shall serve as the Keep Aubrey Beautiful Board ("Board") is hereby established. The Board shall consist of seven (7) regular Board members, a majority of whom shall be residents of the City and other members may reside in the City's extraterritorial jurisdiction. Additionally, there shall be at least two (2) and no more than four (4) alternate members who shall be residents of the City and one (1) City Council Liaison. The City Council Liaison shall act as an ex-officio member. The liaison shall not be counted as part of a quorum and shall not have the right to vote. Each sports/recreation association that has a contract with the city to use City property, may appoint one (1) ex-officio member to the Board who is entitled to participate and assist the Board with the performance of its duties under Section 1.10.033. All members of the Board shall serve without pay. The Board shall serve in an advisory capacity to the City Council."

2.03. Chapter 1, "General Provisions", Article 1.10, "Parks and Recreation", Section 1.10.033, "Duties" of the Code of Ordinances of the City is hereby repealed and a new Section 1.10.033, "Duties" is hereby adopted to be and red in its entirety as follows and all other sections and subsections of Article 1.10 not expressly amended hereby shall remain in full force and effect:

"1.10.033 Duties.

(a) Parks and Recreation Duties. The Board shall perform duties and tasks to support the goals and objectives established by the City for its parks and recreational programs, to stimulate public interest in City parks, playgrounds, and recreational programs, and to further the public health and welfare. The Board shall make recommendations to the City Council on future expansion of the facilities to further develop and to maintain the parks and recreation programs of the City. Staff shall present the Board's recommendations to the City Council in accordance with policies and procedures established by the City Manager.

(b) Keep Aubrey Beautiful Duties. The Board shall recommend policies related to litter prevention, beautification and community improvement, and the minimization of solid waste to the City Council so all City activities might follow a common purpose. The Board shall have the following responsibilities:

1. Actively promote community beautification and enhancement efforts,

litter prevention, and waste reduction.

2. Determine and recommend to the City Council management and program priorities on a citywide basis.
3. Recommend enforcement and additional program alternatives.
4. Monitor performance from data collected and examined under the Keep Texas Beautiful, Inc. Affiliate System guidelines and make an annual report to the City Council.
5. Establish and maintain membership in Keep Texas Beautiful as an affiliate.
6. Establish and maintain membership in Keep America Beautiful as an affiliate.
7. Establish sub-committees to assist with the performance of the Board's duties, including but not limited to, the areas of finance/fundraising, cleanup, and/or trails coordination."

Section 4. **Cumulative Repealer/Savings.**

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

Section 5. **Severability.**

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

fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 6.
Codification.

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

Section 7.
Effective Date.

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

PASSED AND APPROVED by the City Council of the City of Aubrey, Texas on
this the _____ day of _____ 2026.

APPROVED:

Chris Rich, Mayor

ATTEST:

Jenny Hicks ,City Secretary

APPROVED AD TO FORM:

Patricia A. Adams, City Attorney

City Council Meeting
Staff Report
June 25, 2026

Agenda Item

Consideration and action on Ordinance No. 964-26 amending Article 13.06, "Grease Traps/Interceptors, Grit Interceptors and Oil/Water Separators" of Chapter 13, "Utilities" of the Code of Ordinances, to adopt amendments to Section 13.06.001, "Applicability and General Requirements", Section 13.06.002, "Definitions", and adopting new Sections 13.06.004 through 13.06.010, imposing additional regulations and providing additional enforcement measures; providing a penalty for violation; and providing an effective date.

Staff Contact

Leanne Wilson, Assistant City Manager
lwilson@aubreytx.gov

Summary

Article 13.06 of the Code of Ordinances was adopted in 2010 and establishes requirements to prevent fats, oils, greases (FOG), petroleum products, sand, and other harmful waste from entering the sewer system.

The ordinance applies to all non-domestic users of the sewer system, including food service establishments, daycares, car washes, and automotive centers, to name a few.

The amendments before the council include some minor general clean-up, additional definitions, grease interceptor sizing requirements, and solids separator requirements for commercial grinders. Additionally, non-compliance remedies were added and include emergency termination of services and administrative fees to recover costs due to non-compliance.

With the increase in food service and commercial business development planned for Aubrey, we must implement additional measures to protect our sewer system and new treatment plant.

One of the main causes of grease-related issues in food service establishments' operations is an undersized grease interceptor. Meaning it cannot handle the volume of wastewater or separate fats, oils, and grease (FOG) effectively from the water it serves.

This mismatch between the interceptor's capacity and the facility's drainage load leads to several operational, environmental, and compliance problems.

1. Wastewater passes through too quickly, leaving insufficient time for FOG to rise to the surface and separate. This results in excessive FOG discharge into the sewer system.
2. FOG can coat pipe walls, form hard crusts, and cause blockages, backups, and overflows.
3. FOG interferes with the biological processes in wastewater treatment plant, reducing treatment efficiency and potentially causing fouling or operational shutdowns.
4. FOG causes backups or overflows can damage property, disrupt service, and harm customer satisfaction.

Our sizing framework is driven by a fixed fixture-unit (FU) method using a 7.5 gallons per minute (gpm) hydraulic loading per FU.

Total hydraulic loading on the interceptor = sum of fixture units x 7.5 gpm.

A minimum retention time of 12 minutes must be provided through the interceptor.

Minimum grease interceptor capacity = (total fixture units) x 7.5 gpm x 12 minutes.

Financial Summary

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to (approve, table, or deny) the ordinance amendment.

ARTICLE 13.06
GREASE TRAPS/INTERCEPTORS, GRIT INTERCEPTORS AND OIL/WATER SEPARATORS

§ 13.06.001. Applicability and general requirements.

- (a) This article shall apply to all nondomestic users of the publicly owned treatment works (POTW) with the potential to discharge fats, oils, and grease, flammable substances, sand, and other harmful wastes into the wastewater collection system, which may be incompatible with the POTW, as defined in section 13.06.002 of this article.
- (b) Grease traps or grease interceptors, grit interceptors, and oil/water separators shall not be required for residential users.
- (c) Facilities generating fats, oils, or greases as a result of food manufacturing, processing, preparation, or food service shall install, use, and maintain appropriate grease traps or interceptors as required in section 13.06.003. These facilities include but are not limited to restaurants, food manufacturers, food processors, hospitals, hotels and motels, prisons, nursing homes, day care centers, child care facilities, and any other facility preparing, serving, or otherwise making any foodstuff available for consumption.
- (d) Grease traps and alternative grease removal devices are prohibited for new food service establishments, except for those facilities where:
 - (1) Inadequate space is available for the installation of a grease interceptor, and written approval from the pretreatment manager is received.
 - (2) Interior grease traps or alternative removal devices servicing grease discharge points such as the primary pot-washing sinks, the pre-rinse sink at dishwashing, the wok range station or the wet-type ventilation canopy in the cooking area are used as inside isolation and containment devices to supplement a grease interceptor that is located outside.
 - ~~(3) Less than 40,000 gallons of water is consumed per month, and written approval from the pretreatment manager is received.~~
- (e) ~~Facilities~~ discharging petroleum products, sand, grit, or other inorganic particles as a result of a commercial or industrial automobile service or washing establishment shall install, use and maintain appropriate grit interceptors or oil/water separators as required in section 13.06.003. These facilities include, but are not limited to, carwashes, automotive and body shops and other industrial or commercial facilities.
- (f) No user may intentionally or unintentionally allow the direct or indirect discharge of any petroleum oil, nonbiodegradable cutting oil, mineral oil, or any fats, oils, or greases of animal or vegetable origin into the POTW system in such amounts as to cause interference with the collection and treatment system, or as to cause pollutants to pass through the treatment works into the environment.

(Ordinance 442-10, sec. 2, adopted 8/17/10)

§ 13.06.002. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings

ascribed to them in this section, except where the context clearly indicates a different meaning:

Act. The federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251 et seq.

Best management practices (BMPs). Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the amount of pollution entering the sanitary sewer system.

BOD. The value of the five-day test for biochemical oxygen demand, as described in the latest edition of Standard Methods for the Examination of Water and Wastewater.

COD. The value of the test for chemical oxygen demand, as described in the latest edition of Standard Methods for the Examination of Water and Wastewater.

EPA. The United States Environmental Protection Agency.

Fats, oils, and greases (FOG). Organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in 40 CFR 136, as may be amended from time to time. All are sometimes referred to herein as “grease” or “greases.”

FOG Control Program. A source control program designed to protect the city's POTW by controlling discharges of fats, oils and grease, sediment and other objectionable wastes that cause and/or contribute to blockages, obstruction of flow, back-ups in the wastewater collection system, or sanitary sewer overflows that discharge onto public or private property resulting in potential liability to the city. This program includes the requirements established in this division of the ordinance in addition to the FOG Control Guide which may include specific standard operating procedures, standardized forms, and other documentation.

Generator. Any person who owns or operates a grease trap, grease interceptor, grit interceptor, or oil/water separator, or whose act or process produces fats, oils and greases, grease trap waste, grease interceptor waste, grit interceptor waste, or oil/water.

Grease trap or interceptor. A device designed to use differences in specific gravities to separate and retain light density liquids and waterborne fats, oils, and greases prior to the wastewater entering the sanitary sewer collection system. These devices also serve to collect settleable solids, generated by and from food preparation activities, prior to the water exiting the trap and entering the sanitary sewer collection system. Grease traps and interceptors are also referred to herein as “grease traps/interceptors.”

Grease trap waste. Material collected in and from a grease trap/interceptor in the sanitary sewer service line of a commercial, institutional, or industrial food service or processing establishment, including the solids resulting from dewatering processes.

Indirect discharge or discharge. The introduction of pollutants into a POTW from any nondomestic source.

Interference. A discharge which, alone or in conjunction with a discharge(s) from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal, or is a cause of a violation of the city's TPDES permit.

Municipal Separate Storm Sewer System (MS4). The system of conveyances (including sidewalks, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, culverts, pipes, or storm drains) owned and operated by the city and

designed or used for collecting or conveying stormwater, and which is not used for collecting or conveying sewage.

NELAC or National Environmental Laboratory Accreditation Conference. A cooperative association of states and federal agencies formed to establish and promote mutually acceptable performance standards for the operations of environmental laboratories. The standards cover both analytical testing of environmental samples and the laboratory accreditation process. The goal of NELAC is to foster the generation of environmental laboratory data of known and acceptable quality on which to base public health and environmental management decisions.

Oil/water separator. A device designed to use the differences in specific gravities to separate and retain non-soluble, non-emulsified petroleum and allied petroleum products prior to the wastewater entering the sanitary sewer collection system.

Oil/water separator waste. Petroleum or allied petroleum products collected in a separator in the sanitary sewer line of a commercial or industrial establishment.

Pass-through. A discharge that exits the POTW into waters of the United States or of the state in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the ~~BPUB's~~ ^[sic] National Pollutant Discharge Elimination System (NPDES) permit (including an increase in the magnitude or duration of a violation).

Person. Any individual, corporation (including a government corporation), organization, state or federal governmental subdivision or agency, political subdivision of a state, interstate agency or body, business, trust, partnership, association, firm, company, joint stock company, commission, or any other legal entity or their legal representatives, agents, or assigns. The masculine gender shall include the feminine, and the singular shall indicate the plural where indicated by the context.

pH. The measure of the relative acidity or alkalinity of water, and is defined as the negative logarithm (base 10) of the hydrogen ion concentration.

POTW or publicly owned treatment works. A treatment works which is owned by a state or municipality as defined by section 502(4) of the Act. This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes all sewers, pipes and other conveyances that convey wastewater to a POTW treatment plant. The term also means the municipality, as defined in section 502(4) of the Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works. For purposes of this article, the terms “sanitary sewer system” and “POTW” may be used interchangeably.

TCEQ. The state commission on environmental quality, and its predecessor and successor agencies.

Transporter. A person who is registered with and authorized by the TCEQ to transport sewage sludge, water treatment sludge, domestic septage, chemical toilet waste, grit trap waste, or grease trap waste in accordance with 30 Texas Administrative Code section 312.142.

TSS. The value of the test for total suspended solids, as described in the latest edition of Standard Methods for the Examination of Water and Wastewater.

User. Any person, including those located outside the jurisdictional limits of the city, who contributes, causes or permits the contribution or discharge of wastewater into the POTW, including persons who contribute such wastewater from mobile sources.
(Ordinance 442-10, sec. 3, adopted 8/17/10)

§ 13.06.003. Installation and maintenance.

(a) General requirements.

- (1) New facilities. Food processing or food service facilities which are newly proposed or constructed, or existing facilities which will be expanded or renovated to include a food service facility, where such facility did not previously exist, shall be required to design, install, operate and maintain a grease trap/interceptor in accordance with locally adopted plumbing codes or other applicable ordinances.

Commercial and industrial automotive service and washing facilities which are newly proposed or constructed, or existing facilities which will be expanded or renovated to include an automotive service or washing facility, where such facility did not previously exist, shall be required to design, install, operate and maintain a grit interceptor or oil/water separator in accordance with locally adopted plumbing codes or other applicable ordinances. Grease traps/interceptors, grit interceptors and oil/water separators shall be installed and inspected prior to issuance of a certificate of occupancy.

- (2) Existing facilities. Existing grease traps/interceptors, grit interceptors and oil/water separators must be operated and maintained in accordance with the manufacturer's recommendations and in accordance with this article, unless specified in writing and approved by the POTW.
 - (3) Undersized, inoperable or defective equipment. Existing undersized, inoperable, or defective grease traps/interceptors, grit interceptors or oil/water separators may be required to be replaced, repaired or upgraded within a reasonable time.
 - (4) Disposal of waste. All grease trap/interceptor waste shall be properly disposed of at a facility in accordance with federal, state or local regulations.
- (b) Maintenance.
- (1) Grease traps/interceptors, grit interceptors and oil/water separators shall be maintained in an efficient operating condition at all times.
 - (2) Each grease trap/interceptor, grit interceptor or oil/water separator that is pumped shall be fully evacuated unless the trap or interceptor volume is greater than the tank capacity on the vacuum truck. In which case, the transporter shall arrange for additional transportation capacity so that the trap is fully evacuated within a 24-hour period, in accordance with 30 TAC section 312.143.
- (c) Self-cleaning.
- (1) Grease trap self-cleaning operators must receive approval from the POTW annually prior to removing grease from their own grease trap(s) located inside a building, provided:
 - (A) The grease trap is no more than 50 gallons in liquid/operating capacity;
 - (B) Proper on-site material disposal methods are implemented (e.g., absorb liquids into solid form and dispose into trash);
 - (C) The local solid waste authority allows such practices;
 - (D) Grease trap waste is placed in a leak-proof, sealable container(s) located on the premises and in an area for the transporter to pump out; and
 - (E) Detailed records on these activities are maintained.
 - (2) Grease trap self-cleaning operators must submit a completed self-cleaning request

to the POTW for approval. The written request shall include the following information:

- (A) Business name and street address;
 - (B) Grease trap/interceptor operator name, title, and phone number;
 - (C) Description of maintenance frequency, method of disposal, method of cleaning and size (in gallons) of the grease trap/interceptor; and
 - (D) Signed statement that the operator will maintain records of waste disposal and produce them for compliance inspections.
- (3) Self-cleaners must adhere to all the requirements, procedures and detailed recordkeeping outlined in their approved application, to ensure compliance with this article. A maintenance log shall be kept by self-cleaning operators that indicates, at a minimum, the following information:
- (A) Date the grease trap/interceptor was serviced;
 - (B) Name of the person or company servicing the grease trap/interceptor;
 - (C) Waste disposal method used;
 - (D) Gallons of grease removed and disposed of;
 - (E) Waste oil added to grease trap/interceptor waste; and
 - (F) Signature of the operator after each cleaning that certifies that all grease was removed, disposed of properly, the grease trap/interceptor was thoroughly cleaned, and that all parts were replaced and in operable condition.
- (4) Violations incurred by grease trap self-cleaners will be subject to enforcement action including fines and/or removal from the self-cleaner program.
- (d) Cleaning schedule.
- (1) Grease traps/interceptors, grit interceptors and oil/water separators shall be cleaned as often as necessary to ensure that sediment and floating materials do not accumulate to impair the efficiency of the grease trap/interceptor, grit interceptor or oil/water separator, to ensure the discharge is in compliance with local discharge limits, and to ensure no visible grease is observed in discharge.
 - (2) Grease traps/interceptors, grit interceptors and oil/water separators subject to these standards shall be completely evacuated a minimum of every 90 days or more frequently when:
 - (A) Twenty-five percent or more of the wetted height of the grease trap/interceptor, grit interceptor or oil/water separator, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases;

- (B) The discharge exceeds BOD, COD, TSS, FOG, pH or other pollutant levels established by the POTW; or
 - (C) If there is a history of noncompliance.
- (3) Any person who owns or operates a grease trap/interceptor, grit interceptor or oil/water separator may submit to the POTW a request in writing for an exception to the 90-day pumping frequency of their grease trap/interceptor, grit interceptor or oil/water separator. The POTW may grant an extension for required cleaning frequency on a case-by-case basis when:
- (A) The grease trap/interceptor, grit interceptor or oil/water separator owner/operator has demonstrated the specific trap/interceptor will produce an effluent, based on defensible analytical results, in consistent compliance with established local discharge limits such as BOD, TSS, FOG or other parameters as determined by the POTW; or
 - (B) Less than 25 percent of the wetted height of the grease trap/interceptor, grit interceptor or oil/water separator, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases.
- (4) In any event, a grease trap/interceptor, grit interceptor and oil/water separator shall be fully evacuated, cleaned and inspected at least once every 180 days.
- (e) Manifest.
- (1) Each pump-out of a grease trap/interceptor, grit interceptor or oil/water separator that is not self-cleaned as described in subsection (c) of this section must be accompanied by a manifest to be used for recordkeeping purposes.
 - (2) Persons who generate, collect, and transport grease waste shall maintain a record of each individual collection and deposit. Such records shall be in the form of a manifest. The manifest shall include:
 - (A) The name, address, telephone, and commission registration number of the transporter;
 - (B) The name, signature, address, and phone number of the person who generated the waste and the date collected;
 - (C) The type and amount(s) of waste collected or transported;
 - (D) The name and signature(s) of the responsible person(s) collecting, transporting, and depositing the waste;
 - (E) The date and place where the waste was deposited;
 - (F) Identification (permit or site registration number, location, and operator) of the facility where the waste was deposited;
 - (G) The name and signature of the facility on-site representative acknowledging

receipt of the waste and the amount of waste received;

- (H) The volume of the grease waste received; and
 - (I) A consecutive numerical tracking number to assist transporters, waste generators, and regulating authorities in tracking the volume of grease transported.
- (3) Manifests shall be divided into five parts and records shall be maintained as follows:
- (A) One part shall have the generator and transporter information completed and be given to the generator at the time of waste pickup.
 - (B) The remaining four parts of the manifest shall have all required information completely filled out and signed by the appropriate party before distribution of the manifest.
 - (C) One part shall go to the receiving facility.
 - (D) One part shall go to the transporter, who shall retain a copy of all manifests showing the collection and disposition of waste.
 - (E) One part shall be returned by the transporter to the person who generated the wastes within 15 days after the waste is received at the disposal or processing facility.
 - (F) One part of the manifest shall go to the local authority.
- (4) Copies of manifests returned to the waste generator shall be retained for five years and be readily available for review by the POTW.
- (f) Alternative treatment.
- (1) A person commits an offense if the person introduces, causes, permits, or suffers the introduction of any surfactant, solvent or emulsifier into a grease trap/interceptor, grit interceptor or oil/water separator. Surfactants, solvents, and emulsifiers are materials which allow the grease to pass from the trap into the collection system, and include but are not limited to enzymes, soap, diesel, kerosene, terpene, and other solvents.
 - (2) It is an affirmative defense to and [sic] enforcement of subsection (f)(1) of this section that the use of reasonable amounts of surfactants or soaps is incidental to normal kitchen hygiene operations.
 - (3) Bioremediation media may be used with the POTW's approval if the person has proved to the satisfaction of the POTW that laboratory testing, which is appropriate for the type of grease trap to be used, has verified that:
 - (A) The media is a pure live bacterial product which is not inactivated by the use of domestic or commercial disinfectants and detergents, strong alkalis, acids, and/or water temperatures of 160 degrees Fahrenheit (71 degrees centigrade).

- (B) The use of the media does not reduce the buoyancy of the grease layer in the grease trap and does not increase the potential for oil and grease to be discharged to the sanitary sewer.
 - (C) The use of the bioremediation media does not cause foaming in the sanitary sewer.
 - (D) The BOD, COD, and TSS discharged to the sanitary sewer after use of the media does not exceed the BOD, COD, and TSS which would be discharged if the product were not being used and the grease trap was being properly maintained. pH levels must be between five and 11.
- (4) All testing designed to satisfy the criteria set forth in subsection (f)(3) of this section shall be scientifically sound and statistically valid. All tests to determine oil and grease, TSS, BOD, COD, pH, and other pollutant levels shall use appropriate tests which have been approved by the EPA and the TCEQ and which are defined in 40 CFR 136 or 30 TAC section 319.11. Testing shall be open to inspection by the POTW, and shall meet the POTW's approval.
- (Ordinance 442-10, sec. 4, adopted 8/17/10)

§ 13.06.004. General sizing requirements.

- (a) Sizing requirements described in the FOG control program are intended as guidance in determining treatment device sizing that will provide a minimum degree of protection against wastes containing fats, oils and grease, flammable wastes, sand and other pollutants which may be harmful to the user's building drainage system or the POTW.
- (b) The city will provide minimum sizing requirements for treatment devices based on information provided by the non-domestic user or their contractors. Accordingly, the non-domestic user or their contractor is responsible for ensuring the appropriate level of treatment necessary to achieve compliance with this division or other portions of this article.
- (c) This section is not intended to create any liability for the city for the failure of a system to adequately treat wastewater to achieve compliance with this division or other portions of this article.

§ 13.06.005. Grease interceptor specifications and sizing.

- (a) The city shall establish minimum sizing criteria for passive grease interceptors using the drainage fixture unit sizing method described below:
 - (1) The hydraulic loading from each fixture unit is equal to 7.5 gallons per minute (gpm);
 - (2) The total hydraulic loading on the grease interceptor is determined by the sum of fixture units multiplied by 7.5 gpm;
 - (3) A minimum of a 12-minute retention time is required through the grease interceptor even though all fixtures may not discharge simultaneously;
 - (4) Minimum grease interceptor capacity = total number of fixture units x 7.5 gpm x 12 minute retention time.

<u>Fixture Description</u>	<u>Fixture Unit</u>
<u>Single compartment sink</u>	<u>2</u>
<u>Double compartment sink</u>	<u>2</u>
<u>Triple compartment sink</u>	<u>3</u>
<u>Hygiene "only" sink</u>	<u>1</u>
<u>Dish machine</u>	<u>6</u>
<u>Pre-rinse sink</u>	<u>2</u>
<u>Mop sink</u>	<u>3</u>
<u>Tilt kettle trough receptor</u>	<u>3</u>
<u>Grease extracting hood receptor</u>	<u>3</u>
<u>Wok stove</u>	<u>4</u>
<u>Dipper well</u>	<u>2</u>
<u>2" floor troughs/sink</u>	<u>2</u>
<u>3" floor troughs/sink</u>	<u>3</u>
<u>4" floor troughs/sink</u>	<u>4</u>

- (b) Passive grease interceptors shall be constructed in accordance with city specifications, and shall have a minimum of two compartments with fittings designed for grease retention.
- (c) All grease bearing wastes streams must be routed through the passive grease interceptor.
- (d) Floor drains shall be connected to the passive grease interceptor, but those drains with no fixtures attached such as a sink, dishwasher or other fixture will not be used in the sizing calculation.
- (e) Drains that receive only "clear wastes" from ice machines, condensate lines, or other applicable fixtures, may be plumbed to the sanitary sewer without passing through a treatment device with the condition that the receiving drain is a "hub" type that is a minimum of two inches (2") above the finished floor.

§ 13.06.006. Other treatment devices.

Minimum sizing criteria for other treatment devices will be based on current engineering practice and approved by the city on a case-by-case basis.

§ 13.06.007. Food waste grinders.

- (a) Any non-domestic user that installs and/or commences the operation of food waste grinders on or after the effective date of this division will be required to install a properly-

sized solids separator prior to discharging to a grease interceptor.

(b) In those cases where an existing non-domestic user has a food waste grinder installed and/or operational prior to the effective date of this division, the city may require the user to implement best management practices when the device:

(1) Contributes excessive food solids that reduce the efficiency of existing treatment devices;

(2) Interferes with the operation of the POTW by contributing fats, oils and grease, solids or other pollutants in quantities sufficient to cause blockages, obstruction of flow, pass-through, and/or contributes to accumulation or increased maintenance on the POTW;

(3) Contributes fats, oils and grease, solids or other pollutants in quantities sufficient to cause back-ups or sanitary sewer overflows onto public or private property or into the MS4;

(4) Poses a threat to public health or the environment; or

(5) Causes and/or contributes to the user's noncompliance with requirements specified in this division or other sections of this article.

§ 13.06.008. Compliance remedies.

(1) Notice of deficiency.

(a) The city will use a notice of deficiency as an official communication to notify a user that a deficiency has occurred.

(b) This written notice will be an initial response to isolated minor deficiencies with requirements of the FOG control program where previous informal communications have been unsuccessful.

(c) Within ten (10) business days from receipt of such notice, the user must reply, acknowledging receipt of the notice, and the user's intended corrective actions. Failure to respond to this notice would constitute a further violation of the FOG control program.

(2) Field notice of violation.

(a) During an inspection of a non-domestic user, if violations are noted, a field notice of violation (FNOV) may be served to the user. Such notices shall be either personally served or delivered by certified mail, return receipt requested.

(b) This document will identify the specific violation(s), the date(s) for corrective action to be completed, and other compliance actions that may be required.

(c) Failure to comply with requirements contained in the FNOV shall constitute a further violation of the FOG control program.

(3) Notice of violation.

- (a) The city will use a notice of violation (NOV) as an official communication to notify the user that a violation of a notice, agreement, order or requirement specified in the FOG control program has occurred or is continuing to occur. Such notices shall be either personally served or delivered by certified mail, return receipt requested.
- (b) Within ten (10) business days from receipt of such notice, the user must reply, acknowledging receipt of the notice, and the user's intended corrective actions. Failure to respond to this notice would constitute a further violation of the FOG control program.
- (c) Nothing in this section shall limit the authority of the city to take any action, including emergency suspension or termination of services, prior to issuing the NOV.

(4) Compliance schedule agreements.

- (a) The city may require a non-domestic user to enter into a compliance schedule agreement (CSA) in those cases where the user is in violation of provisions of the FOG control program and/or the city will require the user to install treatment devices, sample ports, appurtenances, or otherwise implement structural BMPs.
- (b) The issuance of a CSA may contain other terms and conditions necessary to ensure compliance with the FOG control program.
- (c) The city manager shall not enter into a CSA until such time that all monetary amounts owed to the city, including administrative fees, or other amounts are paid in full.
- (d) If compliance is not achieved in accordance with the terms and conditions of the CSA during its term, the city manager may issue notice to the user that the CSA will be suspended or revoked and the city manager will escalate enforcement actions.

(5) Increased monitoring and reporting.

When a non-domestic user has demonstrated a history of noncompliance, the city may increase surveillance requirements of that user, including, but not limited to, additional monitoring and reporting activities.

(6) Emergency suspension of services.

The city may immediately suspend a user's city provided water supply and/or wastewater discharges without providing advanced notice when such suspension is necessary to stop actual or threatened discharges. A non-domestic user may petition the city manager as soon as possible after the suspension of services.

(7) Non-emergency termination of services.

The city may terminate a user's city provided water supply and/or wastewater discharges after providing notice of such actions.

§ 13.06.009. Fats, oils and grease program fees.

- (a) The city may adopt reasonable fees for the reimbursement of costs necessary to operate the FOG control program which include, but are not limited to:

- (1) Fees for issuing wastewater surveys or permit applications including the cost of processing such applications where applicable;
- (2) Fees for filing variances, exemptions, or requests to self-clean grease traps where allowed in this division;
- (3) Fees for laboratory analyses, inspections, sampling, or activities performed by the city that are related to discharger noncompliance and:
 - (A) Are not a routine part of the FOG control program;
 - (B) Are the result of noncompliance identified through program activities; or
 - (C) The user fails to perform as required by notice, compliance schedule agreement, or other order issued by the city.
- (4) Fees to recover costs incurred in cleaning, maintaining and disposing wastes that cause and/or contribute to accumulation or blockages in the POTW or cause and/or contribute to back-ups or sanitary sewer overflows into the MS4;
- (5) Fees for administrative and technical costs necessary to issue administrative, supplemental, or judicial actions specified in this division or other sections of this article; and
- (6) Other fees deemed necessary to carry out the requirements contained herein.
- (b) The city may assess these fees through the user's utility bill where allowed by ordinance.
- (c) These fees relate solely to the matters covered by division 6 of this article and are separate from all other fees, fines, and penalties chargeable by the city.

§ 13.06.~~004~~010. Penalty; additional remedies.

The city shall have the power to administer and enforce provisions of this article as may be required by governing law. Any person violating any provision of this article is subject to suit for injunctive relief as well as prosecution for criminal violations. Any person violating any provision of this article, including the collection or disposal of grease trap/interceptor, grit interceptor or oil/water separator waste collection by companies not franchised by this article or the failure or refusal of a generator of grease trap/interceptor, grit interceptor or oil/ water separator waste to use or pay for the collection and disposal services provided for herein, may be fined in accordance with the general penalty provided in section 1.01.009 of this code per day, per customer. Each day that a provision of this article is violated shall constitute a separate offense.

An offense under this article is a misdemeanor. Nothing in this article shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this article and to seek remedies as allowed by law, including but not limited to the following:

- (1) Injunctive relief to prevent specific conduct that violates this article or to require specific conduct that is necessary for compliance with this article;
- (2) A civil penalty up to \$1,000.00 a day when it is shown that the defendant was actually

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notified of the provisions of this article and after receiving notice committed acts in violation of this article or failed to take action necessary for compliance with this article; and

- (3) Other available relief.
(Ordinance 442-10, sec. 5, adopted 8/17/10)

CITY OF AUBREY, TEXAS

ORDINANCE NO. 964-26

AN ORDINANCE OF THE CITY OF AUBREY, TEXAS, AMENDING CHAPTER 13 "UTILITIES", ARTICLE 13.06 "GREASE TRAPS/INTERCEPTORS, GRIT INTERCEPTORS AND OIL/WATER SEPARATORS" OF THE CODE OF ORDINANCES OF THE CITY BY AMENDING SECTION 13.06.001 "APPLICABILITY AND GENERAL REQUIREMENTS"; BY AMENDING 13.06.002 "DEFINITIONS" TO ADOPT NEW DEFINITIONS; BY REPEALING SECTION 13.06.004, "PENALTY' ADDITIONAL REMEDIES"; AND ADOPTING NEW SECTIONS 13.06.004 THROUGH 13.06.010; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS; PROVIDING A MAXIMUM PENALTY FOR VIOLATION OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000) FOR EACH VIOLATION AND EACH DAY UPON WHICH A VIOLATION OCCURS OR CONTINUES SHALL BE A SEPARATE OFFENSE; PROVIDING A SAVINGS AND CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, on August 17th, 2010 the City of Aubrey, Texas City Council adopted Ordinance 442-10 approving and establishing general rules and regulations governing non-domestic user facilities generating fat, oils or greases codified as Article 13.06, Grease Traps/Interceptors, Grit Interceptors and Oil/Water Separators; and

WHEREAS, Staff has reviewed the provisions of Article 13.06 and has determined that it would be advantageous and beneficial to the health and welfare of the City, its citizens, and the public to update certain portions of Article 13.06 and to provide additional penalties and methods of enforcement; and

WHEREAS, the City Council has reviewed the proposed amendments to Article 13.06 and has determined that adoption of this Ordinance is advantageous and beneficial to the public health, safety and welfare and therefore should be adopted

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

Section 1.
Incorporation of Premises

The above and foregoing premises are true and correct legislative findings of the City Council and are incorporated herein and made a part hereof for all purposes.

Section 2.
Amendments

Section 2.1. Section 13.06.001, "Applicability and General Requirements" of Article 13.06, "Grease Traps/Interceptors, Grit Interceptors and Oil/Water Separators" of Chapter 13, "Utilities of the Code of Ordinances of the City is hereby repealed and a new Section 13.06.001, "Applicability and General Requirements" is hereby adopted to be and read in its entirety as set forth below with all other provisions of Article 13.06 not expressly amended to remain in full force and effect:

"§ 13.06.001 Applicability and general requirements.

- (a) This article shall apply to all nondomestic users of the publicly owned treatment works (POTW) with the potential to discharge fats, oils, and grease, flammable substances, sand, and other harmful wastes into the wastewater collection system, which may be incompatible with the POTW, as defined in section 13.06.002 of this article.
- (b) Grease traps or grease interceptors, grit interceptors, and oil/water separators shall not be required for residential users.
- (c) Facilities generating fats, oils, or greases as a result of food manufacturing, processing, preparation, or food service shall install, use, and maintain appropriate grease traps or interceptors as required in section 13.06.003. These facilities include but are not limited to restaurants, food manufacturers, food processors, hospitals, hotels and motels, prisons, nursing homes, day care centers, child care facilities, and any other facility preparing, serving, or otherwise making any foodstuff available for consumption.
- (d) Grease traps and alternative grease removal devices are prohibited for new food service establishments, except for those facilities where:
 - (1) Inadequate space is available for the installation of a grease interceptor, and written approval from the pretreatment manager is received.
 - (2) Interior grease traps or alternative removal devices servicing grease discharge points such as the primary pot-washing sinks, the pre-rinse sink at dishwashing, the wok range station or the wet-type ventilation canopy in the cooking area are used as inside isolation and containment devices to supplement a grease interceptor that is located outside.
- (e) Facilities discharging petroleum products, sand, grit, or other inorganic particles as a result of a commercial or industrial automobile service or washing

establishment shall install, use and maintain appropriate grit interceptors or oil/water separators as required in section 13.06.003. These facilities include, but are not limited to, carwashes, automotive and body shops and other industrial or commercial facilities.

- (f) No user may intentionally or unintentionally allow the direct or indirect discharge of any petroleum oil, nonbiodegradable cutting oil, mineral oil, or any fats, oils, or greases of animal or vegetable origin into the POTW system in such amounts as to cause interference with the collection and treatment system, or as to cause pollutants to pass through the treatment works into the environment."

Section 2.2. Section 13.06.002, "Definitions" of Article 13.06, "Grease Traps/Interceptors, Grit Interceptors and Oil/Water Separators" of Chapter 13, "Utilities of the Code of Ordinances of the City is hereby amended to adopt the following definitions to be included with Section 13.06.002 in alphabetical order and all other defined terms in Section 13.06.002 of Article 13.06 not expressly amended to remain in full force and effect:

...

§ 13.06.002. Definitions.

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

...

"FOG Control Program. A source control program designed to protect the City's POTW by controlling discharges of fats, oils and grease, sediment and other objectionable wastes that cause and/or contribute to blockages, obstruction of flow, back-ups in the wastewater collection system, or sanitary sewer overflows that discharge onto public or private property resulting in potential liability to the City. This program includes the requirements established in this division of the ordinance in addition to the FOG Control Guide which may include specific standard operating procedures, standardized forms, and other documentation."

...

"Municipal Separate Storm Sewer System (MS4). The system of conveyances (including sidewalks, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, culverts, pipes, or storm drains) owned and operated by the City and designed or used for collecting or conveying stormwater, and which is not used for collecting or conveying sewage."

Section 2.3. Section 13.06.004, "Penalty; Additional Remedies" of Article 13.06, "Grease Traps/Interceptors, Grit Interceptors and Oil/Water Separators" of Chapter 13, "Utilities of the Code of Ordinances of the City is hereby repealed and new Sections 16.03.004 through 16.03.010 are hereby adopted to be and read in their entirety as set forth below, and all subsections and paragraphs of Article 13.06 not expressly amended to remain in full force and effect:

...

“§ 13.06.004. General sizing requirements.

- (a) Sizing requirements described in the FOG control program are intended as guidance in determining treatment device sizing that will provide a minimum degree of protection against wastes containing fats, oils and grease, flammable wastes, sand and other pollutants which may be harmful to the user's building drainage system or the POTW.
- (b) The City will provide minimum sizing requirements for treatment devices based on information provided by the non-domestic user or their contractors. Accordingly, the non- domestic user or their contractor is responsible for ensuring the appropriate level of treatment necessary to achieve compliance with this division or other portions of this article.
- (c) This section is not intended to create any liability for the City for the failure of a system to adequately treat wastewater to achieve compliance with this division or other portions of this article.

§ 13.06.005. Grease interceptor specifications and sizing.

- (a) The City shall establish minimum sizing criteria for passive grease interceptors using the drainage fixture unit sizing method described below:
- (b) The hydraulic loading from each fixture unit is equal to 7.5 gallons per minute (gpm);
 - (1) The total hydraulic loading on the grease interceptor is determined by the sum of fixture units multiplied by 7.5 gpm;
 - (2) A minimum of a 12-minute retention time is required through the grease interceptor even though all fixtures may not discharge simultaneously;
 - (3) Minimum grease interceptor capacity = total number of fixture units x 7.5 gpm x 12 minute retention time.
 - (4) Minimum grease interceptor capacity = total number of fixture units x 7.5 gpm x 12 minute retention time.

Fixture Description	Fixture Unit
Single compartment sink	2
Double compartment sink	2
Triple compartment sink	3
Hygiene "only" sink	1
Dish machine	6

Pre-rinse sink	2
Mop sink	3
Tilt kettle trough receptor	3
Grease extracting hood receptor	3
Wok stove	4
Dipper well	2
2" floor troughs/sink	2
3" floor troughs/sink	3
4" floor troughs/sink	4

- (b) Passive grease interceptors shall be constructed in accordance with City specifications, and shall have a minimum of two compartments with fittings designed for grease retention.
- (c) All grease bearing wastes streams must be routed through the passive grease interceptor.
- (d) Floor drains shall be connected to the passive grease interceptor, but those drains with no fixtures attached such as a sink, dishwasher or other fixture will not be used in the sizing calculation.
- (e) Drains that receive only "clear wastes" from ice machines, condensate lines, or other applicable fixtures, may be plumbed to the sanitary sewer without passing through a treatment device with the condition that the receiving drain is a "hub" type that is a minimum of two inches (2") above the finished floor.

§ 13.06.006. Other treatment devices.

Minimum sizing criteria for other treatment devices will be based on current engineering practice and approved by the City on a case-by-case basis.

§ 13.06.007. Food waste grinders.

- (a) Any non-domestic user that installs and/or commences the operation of food waste grinders on or after the effective date of this division will be required to install a properly-sized solids separator prior to discharging to a grease interceptor.
- (b) In those cases where an existing non-domestic user has a food waste grinder installed and/or operational prior to the effective date of this division, the City may require the user to implement best management practices when the device:
 - (1) Contributes excessive food solids that reduce the efficiency of existing treatment devices;

- (2) Interferes with the operation of the POTW by contributing fats, oils and grease, solids or other pollutants in quantities sufficient to cause blockages, obstruction of flow, pass-through, and/or contributes to accumulation or increased maintenance on the POTW;
- (3) Contributes fats, oils and grease, solids or other pollutants in quantities sufficient to cause back-ups or sanitary sewer overflows onto public or private property or into the MS4;
- (4) Poses a threat to public health or the environment; or
- (5) Causes and/or contributes to the user's noncompliance with requirements specified in this division or other sections of this article.

§ 13.06.008. Compliance remedies.

(1) Notice of deficiency.

- (a) The City will use a notice of deficiency as an official communication to notify a user that a deficiency has occurred.
- (b) This written notice will be an initial response to isolated minor deficiencies with requirements of the FOG control program where previous informal communications have been unsuccessful.
- (c) Within ten (10) business days from receipt of such notice, the user must reply, acknowledging receipt of the notice, and the user's intended corrective actions. Failure to respond to this notice would constitute a further violation of the FOG control program.

(2) Field notice of violation.

- (a) During an inspection of a non-domestic user, if violations are noted, a field notice of violation (FNOV) may be served to the user. Such notices shall be either personally served or delivered by certified mail, return receipt requested.
- (b) This document will identify the specific violation(s), the date(s) for corrective action to be completed, and other compliance actions that may be required.
- (c) Failure to comply with requirements contained in the FNOV shall constitute a further violation of the FOG control program.

(3) Notice of violation.

- (a) The City will use a notice of violation (NOV) as an official communication to notify the user that a violation of a notice, agreement, order or requirement specified in the FOG control program has occurred or is continuing to occur. Such notices shall be either personally served or delivered by certified mail, return receipt requested.
- (b) Within ten (10) business days from receipt of such notice, the user must reply,

acknowledging receipt of the notice, and the user's intended corrective actions. Failure to respond to this notice would constitute a further violation of the FOG control program.

- (c) Nothing in this section shall limit the authority of the City to take any action, including emergency suspension or termination of services, prior to issuing the NOV.

(4) Compliance schedule agreements.

- (a) The City may require a non-domestic user to enter into a compliance schedule agreement (CSA) in those cases where the user is in violation of provisions of the FOG control program and/or the City will require the user to install treatment devices, sample ports, appurtenances, or otherwise implement structural BMPs.
- (b) The issuance of a CSA may contain other terms and conditions necessary to ensure compliance with the FOG control program.
- (c) The City Manager shall not enter into a CSA until such time that all monetary amounts owed to the City, including administrative fees, or other amounts are paid in full.
- (d) If compliance is not achieved in accordance with the terms and conditions of the CSA during its term, the City Manager may issue notice to the user that the CSA will be suspended or revoked and the City Manager will escalate enforcement actions.

(5) Increased monitoring and reporting.

When a non-domestic user has demonstrated a history of noncompliance, the City may increase surveillance requirements of that user, including, but not limited to, additional monitoring and reporting activities.

(6) Emergency suspension of services.

The City may immediately suspend a user's City provided water supply and/or wastewater discharges without providing advanced notice when such suspension is necessary to stop actual or threatened discharges. A non-domestic user may petition the City Manager as soon as possible after the suspension of services.

(7) Non-emergency termination of services.

The City may terminate a user's City provided water supply and/or wastewater discharges after providing notice of such actions.

§ 13.06.009. Fats, oils and grease program fees.

- (a) The City may adopt reasonable fees for the reimbursement of costs necessary

to operate the FOG control program which include, but are not limited to:

- (1) Fees for issuing wastewater surveys or permit applications including the cost of processing such applications where applicable;
 - (2) Fees for filing variances, exemptions, or requests to self-clean grease traps where allowed in this division;
 - (3) Fees for laboratory analyses, inspections, sampling, or activities performed by the City that are related to discharger noncompliance and:
 - (A) Are not a routine part of the FOG control program;
 - (B) Are the result of noncompliance identified through program activities; or
 - (C) The user fails to perform as required by notice, compliance schedule agreement, or other order issued by the City.
 - (4) Fees to recover costs incurred in cleaning, maintaining and disposing wastes that cause and/or contribute to accumulation or blockages in the POTW or cause and/or contribute to back-ups or sanitary sewer overflows into the MS4;
 - (5) Fees for administrative and technical costs necessary to issue administrative, supplemental, or judicial actions specified in this division or other sections of this article; and
 - (6) Other fees deemed necessary to carry out the requirements contained herein.
- (b) The City may assess these fees through the user's utility bill where allowed by ordinance.
- (c) These fees relate solely to the matters covered by division 6 of this article and are separate from all other fees, fines, and penalties chargeable by the City.

§ 13.06.010. Penalty; additional remedies.

The City shall have the power to administer and enforce provisions of this article as may be required by governing law. Any person violating any provision of this article is subject to suit for injunctive relief as well as prosecution for criminal violations. Any person violating any provision of this article, including the collection or disposal of grease trap/interceptor, grit interceptor or oil/water separator waste collection by companies not franchised by this article or the failure or refusal of a generator of grease trap/interceptor, grit interceptor or oil/ water separator waste to use or pay for the collection and disposal services provided for herein, may be fined in accordance with the general penalty provided in section 1.01.009 of this code per day, per customer. Each day that a provision of this article is violated shall constitute a separate offense.

An offense under this article is a misdemeanor. Nothing in this article shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this article and to seek remedies as allowed by law, including but not limited to the following:

- (1) Injunctive relief to prevent specific conduct that violates this article or to require specific conduct that is necessary for compliance with this article;
- (2) A civil penalty up to \$1,000.00 a day when it is shown that the defendant was actually notified of the provisions of this article and after receiving notice committed acts in violation of this article or failed to take action necessary for compliance with this article; and
- (3) Other available relief.”

Section 4. **Cumulative Repealer/Savings.**

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

Section 5. **Severability.**

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

Section 6. **Codification.**

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

Section 7.

Effective Date.

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

PASSED AND APPROVED by the City Council of the City of Aubrey, Texas, this the 25th day of June 2026.

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney



City Council Meeting
Staff Report
June 25, 2026

Agenda Item

Consider and take action on Ordinance No. 963-26 amending Chapter 6, "Health and Sanitation", Article 6.03 "Food Establishments and Farmers' Markets" and Article 6.06 "Mobile Food Vendors" of the Code of Ordinances governing the permitting and regulation of mobile food vendors, and amending Appendix A, Article A4.000, Section A4.001 "Business Fees" to adopt and amend applicable fees; providing a penalty for violation, and providing an effective date.

Staff Contact

Leanne Wilson, Assistant City Manager
lwilson@aubreytx.gov

Summary

Two Bills were implemented, SB 1008 and HB 2844, which significantly affect city-level regulation of food service establishments and mobile food vendors. SB 1008, which was effective September 1, 2025, includes "mobile food units"; its impact is less substantial compared to HB 2844, which becomes effective on July 1, 2026.

HB 2844 establishes a statewide regulatory framework, transferring the authority for permitting and inspections from the city to the Department of State Health Services (DSHS). It also requires a statewide vendor database and prohibits local inspection fee collection, requiring amendments to the city's existing fee ordinances to comply with state laws. Consequently, these developments will centralize regulatory authority at the state level and reduce local government involvement in food vendor permitting and inspection processes.

City processes will be modified to ensure we retain oversight of all conditions of local ordinances and, at a minimum, all approvals by the Public Works Director, Chief of Police, and the Fire Marshall.

Financial Summary

No significant impact is expected on the budget as our health and sanitation fees were a pass-through to our third-party health inspection provider.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to (approve, table, or deny) the ordinance.

**CITY OF AUBREY, TEXAS
ORDINANCE NO. 963-26**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS AMENDING CHAPTER 6 "HEALTH AND SANITATION" OF THE CODE OF ORDINANCES OF THE CITY OF AUBREY BY AMENDING CERTAIN PROVISIONS OF ARTICLE 6.03 "FOOD ESTABLISHMENTS AND FARMERS' MARKETS," REPEALING ARTICLE 6.06 "MOBILE FOOD VENDORS" AND ADOPTING A NEW ARTICLE 6.06 "MOBILE FOOD VENDORS," AND REPEALING SECTION A4.001 "BUSINESS FEES" OF ARTICLE A4.000 "BUSINESS FEES" OF APPENDIX A "FEE SCHEDULE" AND ADOPTING A NEW SECTION A4.001 "BUSINESS FEES"; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS/CONFLICT; PROVIDING A PENALTY FOR VIOLATION UPON CONVICTION OF A FINE IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR EACH OFFENSE, AND A SEPARATE OFFENSE SHALL OCCUR FOR EACH VIOLATION AND FOR EACH DAY UPON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey, Texas (the "City") is a home rule municipality operating pursuant to State law, Texas Constitution, and its Home Rule Charter; and

WHEREAS, the City regulates food establishments, farmers' markets, and mobile food vendors to protect the public health, safety, and welfare; and

WHEREAS, the City has adopted by reference the Texas Food Establishment Rules, currently codified in 25 Texas Administrative Code Chapter 228 and Chapter 229, Subchapter FF, as amended; and

WHEREAS, the Texas Legislature enacted Senate Bill 1009 and House Bill 2844, 89th Texas Legislature, R.S., 2025, relating to State and local authority to regulate the food service industry, food service establishments, retail food stores, mobile food units, mobile food vendors, temporary food service establishments, food manager credentials, workplace service, local fees, and related matters; and

WHEREAS, House Bill 2844 creates a statewide mobile food vendor licensing program administered by the Texas Department of State Health Services and preempts local regulation of mobile food vendors that conflicts with Chapter 437B, Texas Health and Safety Code; and

WHEREAS, Senate Bill 1008 revises local authority concerning food service establishments, mobile food units, temporary food service establishments, local fees, food manager credentials, workplace service, and related local permitting and inspection

requirements; and

WHEREAS, the City Council desires to preserve the City's non-conflicting authority over zoning, location restrictions, public property, public parks, rights-of-way, traffic safety, fire safety, nuisance regulation, waste disposal, special events, local authorizations, and other matters of local concern; and

WHEREAS, the City Council desires to maintain the status quo for mobile food vendor operations in City public parks by allowing such operations only in connection with an approved special event, a City-issued park authorization, or a City concession or food-service arrangement; and

WHEREAS, the City may elect at a later date to seek, enter into, participate in, or administer a collaborative agreement with the Texas Department of State Health Services or another authorized local authority to conduct inspections or perform related functions as authorized by state law; and

WHEREAS, the City Council further desires to amend the City fee schedule to conform food-related fees to applicable state-law limitations and to clarify that farmers-market booth, facility-use, administrative, and cleanup fees are not food establishment permitting fees or mobile food vendor health permitting fees; and

WHEREAS, the City Council has reviewed the proposed regulations which include requirements for vehicles, permit issuance, authorized locations, compliance with Texas Food Establishment Rules, and compliance with ordinances and regulations of the City and Denton County applicable to food service; and

WHEREAS, the City Council finds that the adoption of mobile food vendor regulations consisting of the comprehensive regulatory program contained herein are necessary and appropriate for the protection of public health, safety, or general welfare of the residents of the City;

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

Section 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. Amendment.

2.1 Article 6.03 "Food Establishments and Farmers' Markets" of Chapter 6 "Health and Sanitation" of the Code of Ordinances is hereby amended as follows with all other sections, subsections, and paragraphs of Article 6.03 not expressly amended hereby shall remain in full force and effect without amendment:

"ARTICLE 6.03 FOOD ESTABLISHMENTS AND FARMERS' MARKETS

§ 6.03.001. Adoption of Texas Food Establishment Rules.

- (a) The City of Aubrey adopts by reference the provisions of the current rules or rules as amended by the Texas Board of Health found in 25 Texas Administrative Code, Chapter 228, and Chapter 229, Subchapter FF, as amended, regarding the regulation of food establishments and farmers' markets in this jurisdiction, with the local amendments, additions, exceptions, and administrative provisions set forth in this article. The adoption and enforcement of such rules are subject to the limitations, exemptions, and preemptions provided in Chapter 437, 437A, 437B, and 438, Texas Health and Safety Code, as amended. No local amendment, addition, exception, administrative provision, permit fee, credential, inspection, or enforcement action shall be construed or enforced in a manner inconsistent with state law.
- (b) Definitions. The words "authorized agent or employee" mean the employees of the City of Aubrey.

The words "food establishment" mean a food service establishment, a retail food store, a temporary food establishment, and a food vending vehicle, and/or food vending vehicle only to the extent regulation of the food vending vehicle is not governed by Chapter 437B, Texas Health and Safety Code, as amended, and a roadside food vendor.

The words "City of Aubrey" in this ordinance shall be understood to refer to the City of Aubrey.

The words "state rules" mean the state rules found at 25 Texas Administrative Code, Chapter 228, and Chapter 229, Subchapter FF, as amended. These rules are also known as the Texas Food Establishment Rules.

The words "regulatory authority" shall mean the City of Aubrey, except that mobile food vendor health licensing and routine health inspections shall be administered as provided by Chapter 437B, Texas Health and Safety Code, as amended, and any collaborative agreement authorized by state law.

§ 6.03.002. Permits and exemptions.

- (a) A person may not operate a food establishment or farmers' market without a permit issued by the City of Aubrey. except as otherwise provided by this article or state law. Permits are not transferrable from one person to another or from one location to another location, except as otherwise permitted by this ordinance. A valid permit must be posted in or on every food establishment or farmers' market regulated by this ordinance.
- (b) A food establishment or farmers' market operated solely by a nonprofit organization is exempt from the permitting requirements of this ordinance, but is not exempt from compliance with state rules. The City of Aubrey may require any information necessary to determine whether an organization is nonprofit for purposes of this

exemption.

- (c) State law limitations. A permit, license, certification, registration, approval, or other form of local authority shall not be required under this article when state law prohibits the City from requiring such permit, license, certification, registration, approval, or other form of local authority.
- (d) Small-scale food business exemption. The City shall not require a small-scale food business, or an employee of a small scale food business, to obtain a permit under this article to operate a food service establishment, temporary food service establishment, retail food establishment, temporary retail food establishment, or retail food store if the business is exempt from local permitting under Section 437.0063, Texas Health and Safety Code, as amended.
- (e) Mobile food vendors. A mobile food vendor holding a mobile food vendor license issued by the Texas Department of State Health Services under Chapter 437B of the Texas Health and Safety Code, shall not be required to obtain a duplicative City health permit under this article for operation of a food vending vehicle when state law prohibits such a requirement. This subsection does not limit the City's authority to require compliance with non-conflicting local laws, including zoning, location, public property, right-of-way, fire, traffic, nuisance, special event, and site authorization requirements.

§ 6.03.003. Application for permit and fees.

- (a) Any person desiring to operate a food establishment or farmers' market must make a written application for a permit on forms provided by the City of Aubrey. This subsection only applies to permits the City may require under state law. The application must contain the name and address of each applicant, the location and type of the proposed food establishment and the applicable fee. An incomplete application will not be accepted. Failure to provide all required information, or falsifying information required may result in denial or revocation of the permit. Renewals of permits are required on an annual basis and the same information is required for a renewal permit as for an initial permit.
- (b) Prior to the approval of an initial permit or the renewal of an existing permit, the City of Aubrey shall inspect the proposed food establishment or farmers' market to determine compliance with state laws and rules. This inspection requirement does not authorize a duplicative routine health inspection of a mobile food vendor or food vending vehicle when such inspection is prohibited by state law, but the City may conduct inspections under a collaborative agreement authorized by Chapter 437B, Texas Health and Safety Code, as amended, and may investigate complaints or conditions as authorized by state law. A food establishment or farmers' market that does not comply with state laws and rules will be denied a permit or the renewal of a permit.
- (c) The following fee schedule applies to permits issued under this article: See [Appendix A, art. A4.000].

...

§ 6.03.009. **Workplace service by permitted establishments or food vending vehicles.**

A permitted food service establishment or permitted food vending vehicle may transport, deliver, and serve food at a workplace without an additional City permit or certification when state law prohibits the City from requiring such additional permit or certification. This section shall be construed and enforced consistently with Chapter 437, Texas Health and Safety Code, as amended.

§ 6.03.010. **Food manager credentials.**

The City shall not require a food manager who holds a food manager certificate issued or recognized under Chapter 438 of the Texas Health and Safety Code to hold a local food manager card, license, permit, certification, credential, or related local paperwork, or to pay a fee for any such local credential when state law prohibits such a requirement.

§ 6.03.011. **State law construction.**

This article shall be construed to and enforced only to the extent consistent with Chapters 437, 437A, 437B, and 438, Texas Health and Safety Code, as amended, and other applicable state law. If a provision of this article conflicts with state law, state law shall control, and the conflicting local provision shall not be enforced."

2.2 Article 6.06 "Mobile Food Vendors" of Chapter 6 "Health and Sanitation" of the Code of Ordinances is hereby repealed in its entirety, and a new Article 6.06 "Mobile Food Vendors" is hereby adopted to read as follows:

"ARTICLE 6.06 MOBILE FOOD VENDORS

§ 6.06.001. **Definitions.**

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

Central food preparation facility. The term "central food preparation facility" shall mean a fixed food establishment or food preparation facility operating as set out in the Texas Food Establishment Rules ("TFER").

Chief of police. The term "chief of police" shall mean the chief of police of the City of Aubrey, or the chief of police's designee for purposes of this article.

City. City shall mean the City of Aubrey, Texas.

City manager. The term "city manager" shall mean the city manager of the City of Aubrey,

or the city manager's designee for purposes of this article.

City planner. The term "city planner" shall mean the city planner of the City of Aubrey, or the city planner's designee for the purposes of this article.

Fire marshal. The term "fire marshal" shall mean the fire marshal of the City of Aubrey, or the fire marshal's designee for purposes of this article.

Food vending vehicle. Any vehicle that operates as a food service establishment and is designated to be readily movable as provided by Chapter 437B, Texas Health and Safety Code, as amended.

Improved surface. The term "improved surface" shall mean concrete, asphalt or other city approved surface for purposes of this article.

License Holder. A person who holds a mobile food vendor license issued under Chapter 437B, Texas Health and Safety Code, as amended.

Local authorization. A City approval, registration, permit, agreement, event approval, park authorization, right-of-way authorization, site approval fire code approval, or other non-health local approval required for a mobile food vendor to operate at a particular location on public property, in a public right-of-way, in a public park, or at a special event. The term does not include a duplicative City health license or City health permit prohibited by state law.

Mobile food vendor. Any person who dispenses food or beverages from a food vending vehicle for immediate service or consumption, as provided by Chapter 437B, Texas Health and Safety Code, as amended.

Person. The term "person" shall mean any person, firm, sole proprietorship, entity or corporation.

Prepackaged food. Commercially labeled and processed food that is prepackaged to prevent direct human contact with the food product on distribution from the manufacturer, food facility, or other approved source.

Public property. The term "public property" shall mean any property open or devoted to public use or owned by the City of Aubrey, including, but not limited to, sidewalks, streets, rights-of-way, parks and municipal buildings. This definition does not include property owned by any county entity.

Public rights-of-way. The term "public rights-of-way" shall mean the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, parkway, waterway, easement, or similar property in which the city or the state now or thereafter holds any property interest, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining a person's facilities. Nothing in this article or in any permit shall be deemed to be a representation or guarantee by the city that its interest or

other right to control the use of such property is sufficient to permit its use for such purposes. The holder of a permit shall be deemed to gain only those rights to use as are properly in the city and as the city may have the undisputed right and power to give.

Public works director. The term "public works director" shall mean the public works director of the City of Aubrey, or the public works, director's designee.

Regulatory authority. The term "regulatory authority" shall mean the City or other governmental entity authorized by state law to administer or enforce the applicable requirement. For mobile food vendor health licensing and routine health inspections, the regulatory authority shall be the Department of State Health Services or an entity acting under a collaborative agreement authorized by Chapter 437B, Texas Health and Safety Code, as amended.

Special event. See definition in section 4.10.003 of this code, except that for the purposes of this article, a special event shall include activities under the control of a department of the city, including without [limitation] the parks and recreation department, conducted on city property that do not affect public rights-of-way.

§ 6.06.002. Violation; penalty.

- (a) Unless exempted from the provisions of this article, it shall be unlawful for a person to engage in, transact or conduct the business or occupation of a mobile food vendor within the city without first obtaining a mobile food vendor license required by Chapter 437B, Texas Health and Safety Code, as amended, and any nonconflicting local authorization required by this article or other City ordinance, or to violate any provision of this article.
- (b) Any person, firm, entity or corporation who violates any provision of this article shall be deemed guilty of a misdemeanor, and upon conviction therefor, shall be fined in accordance with chapter 1, section 1.01.009 of this code. Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this article shall not preclude Aubrey from filing suit to enjoin the violation. Aubrey retains all legal rights and remedies available to it pursuant to local, state and federal law.

§ 6.06.003. Categories of food vending vehicles and where allowed.

- (a) A mobile food vendor may operate only in locations permitted by the City's zoning regulations, this article, and other applicable City ordinances, and only with permission of the owner or person in control of the premises.
- (b) A mobile food vendor may not sell or serve food on any public street, sidewalk, right-of-way, or other public property unless the vendor has obtained any local authorization required by the City for use of that public property or public right-of-way.

- (c) A mobile food vendor may not operate in a public park owned by or under the control of the City unless: (1) the vendor is operating in connection with a special event approved by the City; (2) the vendor has obtained a written local authorization issued by the City for the park operation; or (3) the City has hired, contracted with, or otherwise authorized the vendor to provide concession or food service in the park.
- (d) A mobile food vendor shall not obstruct traffic movement, fire lanes, drive isles, parking spaces required for the underlying property, sidewalks, building entrances, driveways, fire access, emergency access, visibility at intersections, or Americans with Disabilities Act access routes.

§ 6.06.004. Vehicle requirements.

A mobile food vendor and food vending vehicle, in addition to all applicable requirements of state law and any local authorization issues by the City, shall:

- (1) Maintain the vehicle in a clean, undamaged condition, both inside and outside, and in good working order.
- (2) Keep all required state licenses, inspection certificates, local authorizations, or copies thereof on the vehicle or food vending vehicle at all times.
- (3) Display on the vehicle current license plates and current vehicle safety inspection information in accordance with current state law.
- (4) Display copies of the state sales and use tax permit and any required state mobile food license, state health inspection certificate, and any applicable local authorization on the vehicle at all times.
- (5) Only serve or distribute food as specified on the state mobile food vendor license, state health inspection certificate, and any applicable local authorization.
- (6) Central food preparation facility: Unless otherwise provided by law, all mobile food vendors and food vending vehicles must work with a central food preparation facility under the jurisdiction of the City health department.
 - (A) Supplies, cleaning and servicing operations: A mobile food vendor and food vending vehicle must operate from a central food preparation facility, and must report to that location for supplies, cleaning and servicing once daily.
 - (B) The central food preparation facility, used as a base of operation for a food vending vehicle, must be constructed and operating in compliance with this chapter and the City health department.
 - (C) The servicing area must include overhead protection for any supplying, cleaning, or servicing operation; a location for the flushing and draining of liquid waste separate from the location provided for water service and the loading and unloading of food and related supplies; and a surface constructed of a smooth

nonabsorbent material, including, but not limited to, concrete or machine-laid asphalt, that is maintained in good repair, kept clean, and graded to drain.

- (D) Servicing methods and equipment: Potable water servicing equipment must be installed according to all applicable city, county, state and federal regulations and stored and handled in a way that protects the water and equipment from contamination.
 - (i) The liquid waste retention tank for a food vending vehicle must be thoroughly flushed and drained during the servicing operation.
 - (ii) All liquid waste must be discharged to a sanitary sewerage disposal system constructed and operated according to all applicable city, county, state and federal regulations.
 - (iii) Liquid waste may not be discharged from a food vending vehicle while the vehicle is in motion.
- (E) Site cleanup: A service site must be left in a clean, waste-free condition.
- (F) Food preparation and services: Food may not be prepared or served while the food vending vehicle is in motion or in an area that exposes any person present to a health or safety hazard.
- (G) A food vending vehicle may not serve, sell, or distribute any food or beverage if the central food preparation facility does not supply, clean, or service the food vending vehicle in accordance with this section.
- (7) Commissary or central food preparation facility. A mobile food vendor shall not be required to associate with a commissary or central food preparation facility if the food vending vehicle carries the equipment necessary to comply with state law and properly disposes of grease and other cooking waste. If state law requires the use of a commissary or central food preparation facility for a particular operation, the vendor shall comply with the applicable state law requirement.

§ 6.06.005. Mobile food vendor operating requirements.

- (a) Any person operating a motor vehicle as a food vending vehicle must have at least one person who is a currently licensed driver with a valid driver's license with the vehicle at all times.
- (b) Waste containers (inside and outside the vehicle) shall be durable, easily cleanable, insect-proof, rodent-proof, nonabsorbent to liquids, leak-proof and lined with a plastic bag. Containers shall have tight fitting lids and must be maintained on each mobile food vehicle in a number sufficient to contain all trash and garbage generated by the vehicle. There shall be at least one waste container outside the vehicle that has sufficient capacity to accommodate all garbage and refuse that accumulates. Before the mobile food vendor leaves a vending site, all trash and garbage must be

removed from the site. Excessive trash and garbage shall not be allowed to accumulate inside or around the mobile food vehicle. All trash and garbage must be disposed of in an approved garbage receptacle.

- (c) A mobile food vendor must comply with the city zoning requirements governing mobile food vendors. Each mobile food vendor shall:
 - (1) Operate in approved areas with appropriate zoning designation or as authorized by local authorization issued pursuant to this article;
 - (2) Operate with approved state licenses and any required local authorizations;
 - (3) May not sell or serve food on any public street, sidewalk, or other public right-of-way without obtaining the required nonconflicting local authorizations from the City;
 - (4) Outside walking, driving and parking areas shall be on an improved surface;
 - (5) Operate according to approved site plan, event plan, or applicable local authorization;
 - (6) Food vending vehicles shall not obstruct traffic movement, fire lanes and drive aisles, nor obstruct parking spaces in an amount that would cause the property on which the food vending vehicle is operating to be non-compliant with the number of parking spaces required by the zoning for the property;
 - (7) Food vending vehicles shall not impede access to the entrance or driveway of any adjacent building;
 - (8) Food vending vehicles shall not impair visibility or safety onsite; and
 - (9) When out of service, a food vending vehicle shall be parked or stored in compliance with City ordinance and applicable county, state and federal law.
- (d) A mobile food vendor must have written authorization from the owner or person in control of each premises from which the mobile food vendor will sell or serve food. The authorization must include the specific dates and times during which the vendor is authorized to be present on the premises. A current copy of each authorization must be maintained on file with the City permitting office, as well as in the food vending vehicle files for review by inspectors.
- (e) Adequate separate toilet facilities must either be provided on the food vending vehicle or be available at a nearby permanent facility. If a nearby toilet is used, a separate written agreement granting permission for the mobile food vendor employees to access the toilet facilities must be obtained from the owner or person in control of the facilities if the food vending vehicle will be at the same location for more than two hours.

- (f) No cooking may be conducted while the food vending vehicle is in motion.
- (g) Covers with secure latches for deep fryers, steam tables and similar equipment must be provided and installed while the vehicle is in motion.
- (h) Shall comply with applicable state law and any nonconflicting local authorization, fire code requirement, zoning requirement, location restriction, public-property rule, special event condition, or nuisance regulation applicable to the operation.

§ 6.06.006. Application and review process.

- (a) Any person desiring to engage in, transact or conduct the business or occupation of a mobile food vendor at a location requiring local authorization within the City shall apply for such local authorization with the Aubrey permitting office. Upon receipt of a completed application, the permitting department shall obtain approval of said application from the public works director, chief of police, fire marshal and other departments as necessary to determine compliance with nonconforming local requirements. Upon payment any applicable fee and approval by the City, the permitting department may issue a local authorization identifying the approved location, event, public property use, public park use, right-of-way use, site plan, or other local authorization. A local authorization issued under this section is not a duplicative City health license or City health permit.
- (b) The application for a local authorization shall include:
 - (1) Applicant's name and date of birth, mobile food vendor business name, type of business, business address, telephone number, and email address;
 - (2) Additional responsible party name and phone number;
 - (3) Description of the nature of the business and the character of food or beverage to be offered for sale;
 - (4) Number of employees, together with credentials establishing the exact relationship;
 - (5) The entire length of time for which the right to do business is desired and hours of operation;
 - (6) Description of food vending vehicle type, motor vehicle make/model/year, color, plate number and issuing state and vehicle identification number (VIN);
 - (7) Vehicle insurance issuance company name and policy number (together with a copy of current proof of insurance);
 - (8) Copy of business liability insurance;
 - (9) Applicant's last business occupation, last place of residence, and license

number and place of issuance or license of motor vehicle, if any, used in applicant's business;

- (10) Acceptable personal identification containing a current photo of the applicant, such as a driver's license, passport, or other government issued identification;
- (11) Proof that the applicant has received a state limited sales and use tax permit;
- (12) Proof of any state mobile food vendor license and state health inspection certificate required by Chapter 437B, Texas Health and Safety Code, as amended;
- (13) Description of property from which food or beverages are to be displayed, including street name and address number, legal description or designation of the property as shown on the current tax records of the county tax appraisal district, with the name, contact information and tax billing address of the owner of the property;
- (14) A statement signed by the owner of the property acknowledging that said owner has reviewed the completed application forms and has granted permission to the applicant for the use of the property for the purpose set forth and for the time duration stated;
- (15) Date or dates and approximate hours that food or beverages will be displayed or sold during the period the license shall be in force and effect;
- (16) A statement as to whether or not the applicant has been convicted of any crime, misdemeanor or violation of any provision of this code, the nature of the offense and the punishment or penalty assessed therefor;
- (17) The place where the food or beverages are proposed to be sold, or orders taken for the sale thereof, are produced, where such food or beverages are located at the time such application is filed, and the proposed method of delivery;
- (18) A site plan identifying the location of the food vending vehicle at the proposed operating location;
- (19) A parking plan identifying parking spaces for patrons of the mobile food vendor to confirm that parking needs do not interfere with the underlying property zoning requirements, or prohibit access to the property in any way;
- (20) Evidence of a fire inspection or other fire-code compliance documentation required by this article, provided that the City shall not require an additional fire inspection prohibited by state law; and
- (21) Applicable permit fee.

§ 6.06.007. **Suspension of license; appeal; revocation.**

- (a) In the event of any violation of this article, the City may suspend or revoke any local authorization issued by the City, order cessation of the local violation, require removal from the approved location, and pursue any other remedy allowed by law. With regard to violations involving public health or welfare as determined by the regulatory authority, the City may take any action authorized by state law, including investigation of complaints and referral of suspected state law violations to the Texas Department of State Health Services or other appropriate regulatory authority.
- (b) A denial or revocation of a local authorization may be appealed as set forth herein. Within 72 hours from the time of revocation or denial of the local authorization, the vendor may appeal the revocation to the city manager, who shall have the authority to reinstate or revoke the local authorization. Upon receiving notice of appeal, the city manager shall set a date for hearing the appeal, such date to be within seven days of receipt of notice of appeal. In the event there is no appeal within 72 hours from the time of suspension of the local authorization, the local authorization shall be revoked. In the event of revocation of a local authorization, the vendor shall immediately cease all operations and remove all food or beverages, equipment, vehicles, and related items from the location for which the local authorization had been granted.
- (c) Nothing in this section authorizes the City to suspend or revoke a mobile food vendor license issued by the Texas department of State Health Services. Alleged violations affecting the state license shall be referred to the department or other appropriate regulatory authority unless state law authorizes local action.

§ 6.06.008. **State-law construction.**

This article shall be construed and enforced only to the extent consistent with Chapters 437, 437A, 437B, and 438, Texas Health and Safety Code, as amended, and other applicable state law. If a provision of this article conflicts with state law, state law shall control, and the conflicting local provision shall not be enforced to the extent of the conflict.”

2.3 Section A4.001 “Business Fees” of Article A4.000 “Business Fees” of Appendix A “Fee Schedule” of the Code of Ordinances is hereby repealed in its entirety, and a new Section A4.001 “Business Fees” is hereby adopted to read as follows:

“Article A4.000 **Business Fees**

§ A4.001. Business fees.

- (a) Alcohol permit:
 - (1) All permits:
 - (i) Permit.*

*The alcohol permit fees are based on the TABC fee, and requirements. Permit will run

concurrent with TABC expiration.

Half of the state fee amount will be assessed by the city.

No City alcohol permit fee shall be charged under Section 11.38 or Section 61.36, Texas Alcoholic Beverage Code, to a food service establishment, retail food store, mobile food vendor, mobile food unit, roadside vendor, or temporary food service establishment that has already paid a food operating fee to the Texas Department of State Health Services, the City, a county, or public health district when state law prohibits the City from charging such fee.

- (b) Health permit. The fees in this subsection are subject to the limitations imposed by Chapters 437 and 437B, Texas Health and Safety Code, and applicable rules of the Texas Department of State Health Services. No fee, processing fee, added cost, inspection fee, or reinspection fee shall be charged in an amount or manner prohibited by state law.

- (1) Permanent food establishment (permit and inspection): \$400.00.

\$0.00-\$49,999.99 in gross annual food sales: \$258.00

\$50,000-\$149, 999.99 in gross annual food sales: \$400.00

\$150,000.00 or more in gross annual food sales: \$400.00,

The fee shall not exceed the maximum fee charged by the Texas Department of State Health food Services for a comparable permit.

Fee includes two TFER inspections per year and one reinspection. Permit expires December 31 annually. See section **A2.001** for prorate policy.

- (2) Temporary event permit includes one TFER inspection: \$50.00, not to exceed the maximum fee charged by the Texas Department of State Health Services for a comparable single-event temporary food establishment permit.
- (3) Temporary event permit, city sponsored/related event: Exempt.
- (4) Mobile food vendor permit: No City health permit fee shall be required for a mobile food vendor holding a license issued by the Texas department of State Health Services under Chapter 437B, Texas Health and Safety Code, when state law prohibits the City from requiring such fee.
- (5) Seasonal permit, includes one TFER inspection: \$200,00 if the permit is comparable to Texas Department of State Health Services multiple-event temporary food establishment permit. Otherwise, the fee shall not exceed the applicable minimum fee charged by the Texas Department of State Health Services for a comparable permit or inspection.
- (6) Seasonal nonprofit organizations: Exempt from permitting fees to the extent exempt under state law. Optional inspection, facility use, or other non-permit

service fees may be charged only as authorized by state law.

- (7) Complaint investigation, includes one TFER inspection: No fee shall be charged unless a reinspection fee is authorized under Chapter 437, Texas Health and Safety Code, and this subsection.
- (8) Reinspection fee. A reinspection fee may be assessed only when the reinspection is necessary to cure a violation that presents a direct and significant risk to public health. The fee shall not exceed the lesser of the cost of an initial inspection or \$200.00, and not more than one reinspection may be charged within 60 days after the previous inspection unless the regulated entity failed to make reasonable efforts to correct the violation.
- (9) Voluntary consultation outside the scope of required permitting or inspection services: \$100.00 per hour.
- (10) Required plan review. The City may charge plan review fees only to the extent authorized by state law, and the total required local fees, processing fees, and added costs shall not exceed the applicable maximum fee charged by the Texas Department of State Health Services for a comparable permit or approval,

(c) Seasonal event permit (farmers market):

- (1) Application fee (annual): \$35.00.
- (2) Booth fee, per event: \$25.00.
- (3) Clean-up fee, when applicable: \$50.00.
- (4) Construction. Fees under this subsection are market administration, booth or facility use, and cleanup fees. These fees are not permit fees, mobile food vendor health permit fees, or TFER inspection fees, and shall not be applied to require a permit or fee prohibited by state law.

(d) Solicitation permit:

- (1) Application fee per person: \$100.00.
- (2) ID cards, per person: \$20.00.

No fees required for those firms with a franchise utility contract with the city.

(e) Day care (as a home occupancy):

- (1) Application processing fee: \$100.00.
- (2) Annual fee: \$75.00.

(f) Amusement center license:

- (1) Fee per each coin-operated amusement device: \$7.50.
- (2) Replacement license: \$2.00.

(g) Sexually oriented business, annual fee: \$1,000.00.”

Section 3. 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 under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

Section 4. Severability. If any section, subsection, clause, phrase, or provision of this Ordinance, or the 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 the 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 5. Savings/Conflict. In the event of a direct conflict between the provisions of this Ordinance and any other regulation or rule prescribed by charter, another ordinance, resolution or other authorization of the City, the provisions of this ordinance shall control. Notwithstanding the foregoing, all rights and remedies of the City are expressly saved as to any and all complaints, actions, claims, or lawsuits, which have been initiated or have arisen under or pursuant to such conflicting Ordinance, or portion thereof, on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the conflicting Ordinance shall remain in full force and effect.

Section 6. Codification. The City Secretary is hereby directed to authenticate this Ordinance by seal and signature and properly codifying this Ordinance and providing a printed copy for public review as required by Section 3.16 of the Aubrey Home Rule Charter.

Section 7. Penalty. Any person who violates or causes, allows or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine or penalty not to exceed \$2,000.00 for each offense, and each occurrence of any violation of this Article shall constitute a separate offense. Each day on which any such violation of this Article occurs shall constitute a separate offense.

Section 8. Effective Date. This Ordinance shall become effective immediately upon its passage and publication as required by law.

**PASSED AND APPROVED by the City Council of the City of Aubrey, Texas
this the 25th day of June 2026.**

CHRIS RICH, MAYOR

ATTEST:

JENNY HICKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY



**City Council Meeting
Staff Report
June 25, 2026**

Agenda Item

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

Staff Contact

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

Summary

On April 1, 2026, the Denco Area 9-1-1 District requested municipalities to nominate a representative to the district board of managers for the two-year term beginning October 1, 2026. Denco received the following nominations by the May 29, 2026 deadline:

Nominee	City/Town(s) Making Nomination
Jim Carter	Highland Village, Lewisville, The Colony
Ann Martin	Flower Mound

The Denco Area 9-1-1 District requests that each municipality vote for one of the candidates and advise the district of its selection by 5 p.m. on July 31, 2026.

Financial Summary

There is no fiscal impact to the City of Aubrey as a result of this item.

Staff Recommended Action

Staff Recommended Motion

I move to (approve/deny/table) the Resolution casting our vote for _____ to serve on the DENCO Area 911 Board of Managers.

CITY OF AUBREY, TEXAS

RESOLUTION NO 1039-26

A RESOLUTION OF THE CITY OF AUBREY, TEXAS, APPOINTING ONE MEMBER TO THE BOARD OF MANAGERS OF THE Denco AREA 9-1-1 DISTRICT.

WHEREAS, Chapter 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aubrey, Texas, as follows:

SECTION 1. The City of Aubrey hereby votes to appoint _____ as a member of the Board of Managers of the Denco Area 9-1-1 District.

SECTION 2. This resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED by the City Council of the City of Aubrey this 25th day of June, 2026.

APPROVED:

ATTEST:

Chris Rich, Mayor

Jenny Hicks, City Secretary



Denco Area 9-1-1 District

1075 Princeton Street • Lewisville, Texas 75067
Phone: 972-221-0911 • Fax 972-420-0709 • Denco911.gov

TO: Denco Area 9-1-1 District Participating Municipal Jurisdictions
FROM: Greg Ballentine, Executive Director
DATE: June 1, 2026
RE: Appointment to the Denco Area 9-1-1 District Board of Managers

On April 1, 2026, the Denco Area 9-1-1 District requested municipalities to nominate a representative to the district board of managers for the two-year term beginning October 1, 2026. Denco received the following nominations by the May 29, 2026 deadline:

<u>Nominee</u>	<u>City/Town Making Nomination</u>
Jim Carter	City of Highland Village City of Lewisville City of The Colony
Ann Martin	Town of Flower Mound

The Denco Area 9-1-1 District requests that each municipality vote for one of the candidates and advise the district of its selection by **5 p.m. on July 31, 2026**. No votes will be accepted after that time. If a nominating municipality does not formally vote, it's nomination will automatically count as a vote for its nominee. Please send a copy of the resolution recording council action. We have provided candidate resumes and a list of current Denco board members.

Please send a copy of your council's official action to the Denco Area 9-1-1 District, 1075 Princeton Street, Lewisville, TX 75067 or to Melinda Camp at melinda.camp@denco911.gov. We will acknowledge receipt of all votes.

Thank you for your assistance in this matter.

JIM CARTER

204 Fresh Meadow Drive
Trophy Club, TX 76262

(817) 239-7791
[Email Jim Carter](#)

EDUCATION

College Degree:	University of Georgia, B.B.A. Finance
Postgraduate:	Georgia Tech, University of Tennessee, University of Michigan, Texas Women's University, American Management Association

PROFESSIONAL EXPERIENCE

Department Head, Finance	General Motors Corporation
Zone Vice-President	Frito-Lay, Inc., International and Domestic Development
President, C.E.O.	Mercantile Corporation Responsible for 3 Banks, developed 2,000 prime commercial acres in Fort Worth adjacent to I-35W,
Current: Principal	James P. Carter & Associates – Consultant & Mediator To business and governmental entities
Professional Licenses	Texas Real Estate License, Certified Mediator

PUBLIC SERVICE EXPERIENCE

Mayor	Trophy Club, Texas – 14 years
Municipal Court Judge	Trophy Club, Texas – 12 years
Emergency Manager	Trophy Club, Texas – 14 years
County Commissioner	Denton County, Texas – 8 years
Vice President	Texas Association of Counties
Former President	Denton County Emergency Services District #1 15 years Fire and Emergency Medical over 65 square miles Serving 5 Argyle, Bartonville, Copper Canyon, Draper, and Northlake, Robson Ranch, Lantana Freshwater Supply Districts #6 and #7 and unincorporated areas of Denton County
Former Texas State Board Member-	State Association Fire and Emergency Service Districts – Trains Emergency Services District Commissioners

Board Member Denco 911-Current	Emergency telecommunications system that assists its member jurisdictions in managing police, fire and medical emergency calls.
Mission Leader – Guatemala	Constructed purified water system in remote villages, shared the “Good News” of Jesus’s love.
Team Leader	Provide housing and food to victims of Hurricane Katrina.
Team Leader	Made several trips to Sabine Pass to aid victims of Hurricane Rita.

COMMUNITY AND CHARITY SERVICES

Baylor Healthcare System	Trustee – 10 Years
University of North Texas	President’s Council
Texas Student Housing Corp	Chairman – 20 Years, providing Residential Scholarships at UNT, A&M, UT Austin
Boy Scouts of America	Longhorn Council, District Chairman
First Baptist Church, Trophy Club	Chairman, Stewardship Committee and Senior Bible Teacher

US MILITARY

US Navy	11 years – active and reserve service
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Honors: Who’s Who in the South and Southwest, Who’s Who in U.S. Executives, Honorary Fire Chief Argyle Fire District

Ann G. Martin, ARM

Flower Mound TX · 972-977-2142 · agraceffomartin@hotmail.com

Flower Mound Town Council

Flower Mound, TX Nov '20- May '26

Mayor Pro-Tem, Place 5

Serving the Town of Flower Mound (approx. 81,000 residents) in a legislative capacity to help fulfill the Town's Mission, Vision and Goals

- Participated in Council Meetings, Work sessions, and Ad Hoc meetings with Developers, Business Owners and Staff
- Met with Constituents to hear concerns and promote collaborative solutions
- Attended Community meetings and events to promote town unity and goodwill
- Testified at House and Senate hearings in Austin TX during Legislative Sessions (2025)
- 2022 Graduate, *Leadership Flower Mound*, The Flower Mound Chamber of Commerce
- 2020 Graduate, *Citizens Academy*, The Office of the Town Secretary, The Town of Flower Mound

Town of Flower Mound Boards and Commissions

- Tax Increment Reinvestment Zone #1, Chair Flower Mound, TX – July '24 to present
- Animal Service Board, Commissioner Flower Mound, TX May '21- Sept '25
- Tax Increment Reinvestment Zone #2, Board Member Flower Mound, TX Nov '20- May '26

Town of Flower Mound Executive and Steering Committees

- 2023-24: Blue Ribbon Bond Committee, Vice Chair
- 2023-24 Charter Review Committee, Member
- 2023-24 Health Sciences Feasibility Committee, Member
- 2023-24 Community Activity Center Expansion, Executive Steering Committee Member

Sr. Service Director, Risk Control Services (Retired July 2021)

Plano, TX '12-'21

Service Director I and II, Risk Control Services

Irving, TX '99-'12

Account Management, Acquisition, Retention: Designed, developed, and managed overall delivery of service to lower total cost of risk for premier customers in the National Market. Key Industries: Retail, Hospitality, Healthcare, Transportation, Manufacturing, Aviation, Business Services, Public Entities/Schools

- Account Team Member: strategic acquisition of new business and retention of premier accounts
- Collaborated closely with customers, brokers, and internal stakeholders to define and achieve success
- Created detailed Service Instructions to guide location level service delivery
- Monitored service quality to ensure the team met or exceeded expectations and drove results
- Utilized process, progress and outcome metrics to communicate results to Sr Mgmt. and C-Suite customer contacts
- Evaluated risk (account level) for Underwriting on new and renewal business
- Coached service team members toward continuous improvement

Professional Development and Affinity Group Leadership

- Mentored entry level and aspiring Service Directors; Risk Control Department Lead: Plano Career Fairs
- Pilot Participant, inter-departmental mentors for military and families (*VALOR*)
- Leader for *WERC* (Women Employees in Risk Control) Team; NTX Region Employee Advisory Committee Member
- Regional New Underwriter Training: "Risk Control Services Engagement and Utilization"

Loss Prevention Consultant, Sr. Consultant

Irving, TX '98-'99

Loss Prevention Representative, Sr. Loss Prevention Representative

Albany, NY '91-'97

Service Supervisor, Sales Representative (licensed)

Albany, NY '88-'91

COMMUNITY

The Flower Mound Arts League, *President '25 to present*

Neighborhood HOA, *Architectural Comm., '15 to present*

Friends of the FM Public Library, '06 and *President, '12 to present*

Troop 451 BSA, *Comm. Member, Merit Badge Instructor, '07 to '12*

NTX Wounded Warrior Golf, *Volunteer, '18 to '22*

LISD, *Volunteer, Marcus Band Booster, '01-'06 and '10 to '12*

EDUCATION

Southern Methodist University

Candidate: Masters in Nonprofit Leadership (2025 to present)

The Institutes

Associate in Risk Management (ARM)

Hamilton College, Clinton NY

Bachelor of Arts, Sociology, Minor in Biology

Study Abroad: "Sweden, Democracy in the Workplace"

Denco Area 9-1-1 District Board of Managers FY2026

Bill Lawrence, Chairman

- Appointed by Denton County Commissioners Court
- Member since October 2006
- Term expires September 2027
- Former Mayor of Highland Village
- Businessman, Highland Village

Jim Carter, Secretary

- Appointed by member cities in Denton County
- Member since October 2014
- Term expires September 2026
- Former President of Emergency Services District #1
- Former Mayor of Trophy Club and Denton County Commissioner

Jason Cole

- Appointed by Denton County Commissioners Court
- Member since October 2020
- Term expires September 2026
- Businessman, Denton

Chief Eric Schlotter

- Appointed by Denton County Fire Chiefs Association
- Member since November 2024
- Term expires September 2027
- Chief, Aubrey Fire Department

Steve Southwell

- Appointed by member cities in Denton County
- Member since October 2025
- Term expires September 2027
- Businessman, Lewisville

All voting members serve two-year terms and are eligible for re-appointment.



**City Council Meeting
Staff Report
June 25, 2026**

Agenda Item

Consideration and action on appointment/reappointment of a member and/or alternate member to the Regional Transportation Council for a two-year term beginning July 2026.

Staff Contact

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

Summary

The North Central Texas Council of Governments (NCTCOG) serves as the Metropolitan Planning Organization for the Dallas-Fort Worth area. The Regional Transportation Council (RTC) is the policy body responsible for regional transportation planning, including the Metropolitan Transportation Plan, Transportation Improvement Program, Congestion Management Process, and Unified Planning Work Program.

The cities of Denton, Sanger, Corinth, Lake Dallas, Aubrey, Krum, Hickory Creek, and Oak Point share a single seat on the RTC.

RTC membership for group seats is determined by a weighted vote based on the population or employment of the cities represented. The selected representative must be a current member of one of the governing bodies and serves a two-year term starting in July of even-numbered years.

Cities may choose to reappoint current representatives or select new ones. All appointments must be confirmed in writing by June 30, 2026, with the new term beginning in July.

Alternate members must meet the same eligibility requirements as primary members. Best practice is to select an alternate from a different city within the cluster than the primary member.

Confirmation of our RTC primary and alternate representatives is required by June 30, 2026.

Financial Summary

Staff Recommended Action

Table

Staff Recommended Motion

I move to (appoint/reappoint/take no action) _____ as a member and _____ as an alternate member.



The Transportation Policy Body for the North Central Texas Council of Governments
(Metropolitan Planning Organization for the Dallas-Fort Worth Region)

May 29, 2026

The Honorable Gerard Hudspeth
Mayor
City of Denton
215 E. McKinney
Denton, TX 76201

The Honorable Thomas Muir
Mayor
City of Sanger
P.O. Box 1729
Sanger, TX 76266

The Honorable Bill Heidemann
Mayor
City of Corinth
3300 Corinth Parkway
Corinth, TX 76208

The Honorable Kristy Bleau
Mayor
City of Lake Dallas
212 Main Street
Lake Dallas, TX 75065

The Honorable Chris Rich
Mayor
City of Aubrey
107 S. Main St.
Aubrey, TX 76227

The Honorable Rhonda Harrison
Mayor
City of Krum
PO Box 217
Krum, TX 76249

The Honorable Lynn Clark
Mayor
Town of Hickory Creek
1075 Ronald Regan Ave.
Hickory Creek, TX 75065

The Honorable Dena Meek
Mayor
City of Oak Point
100 Naylor Rd.
Oak Point, TX 75068

Dear Mayors Hudspeth, Muir, Heidemann, Bleau, Rich, Harrison, Clark, and Meek:

The North Central Texas Council of Governments (NCTCOG) is the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area. The Regional Transportation Council (RTC), composed primarily of local elected officials, is the transportation policy body for the MPO. The RTC is responsible for direction and approval of the Metropolitan Transportation Plan, the Transportation Improvement Program, the Congestion Management Process, and the Unified Planning Work Program, and for satisfying and implementing federal and state laws and regulations pertaining to the regional transportation planning process.

Membership on the Regional Transportation Council is either by direct membership or group representation. Each seat on the Regional Transportation Council will be provided a primary member and permitted an alternate member. The Cities of Denton, Sanger, Corinth, Lake Dallas, Aubrey, Krum, Hickory Creek, and Oak Point share a seat on the Regional Transportation Council. The RTC's Bylaws state that the person representing a group of several cities shall be selected by the mayors using a weighted vote of the maximum population or employment of the cities represented, and the person selected shall serve a two-year term beginning in July of even-numbered years and shall be serving on one of the governing bodies they represent. A table containing population and employment figures based on the demographic numbers from the last Bylaws revision is enclosed.

The Regional Transportation Council maintains a cluster seat for each of the three urbanized areas of Denton, Lewisville, and McKinney. The Bylaws revision states that representation for the three urbanized area seats can come from any of the cities within the respective cluster. The Bylaws further state that in the spirit of integrated transportation planning, all cities within a city-only cluster are eligible to hold the RTC membership seat for the cluster, and the cities should strongly consider rotation of the seat among the entities within the respective cluster. Items to consider when contemplating seat rotation may include: 1) a natural break in a member's government service, such as the conclusion of an elected term, 2) a member's potential to gain an officer position or advance through the officer ranks, 3) a member's strong performance and commitment to transportation planning, 4) the critical nature of a particular issue or project and its impact on an entity within the cluster, or 5) the overall success of the RTC and its importance in the region.

An alternate member is the individual appointed to represent an entity or group of entities on the Regional Transportation Council in the absence of the primary member. The alternate member must be predetermined in advance of a meeting and will have voting rights in the absence of the primary member. An entity or group of entities may elect to appoint its alternate member(s) from a pool of eligible nominees. The same requirements apply to alternate members as to primary members. If a primary member is an elected official, then the alternate member must also be an elected official; if a primary member is a non-elected individual, then the alternate member can be either a non-elected individual or an elected official. A best practice for city-only clusters may be to appoint the alternate member from an eligible entity within the cluster that is not providing the primary member.

Your current primary representative on the RTC is Jill Jester, RTC Secretary and Councilmember, City of Denton. Your current alternate representative is Gerard Hudspeth, Mayor, City of Denton. You may choose to keep your current representatives or appoint a new primary representative and/or alternate representative. **All appointments, whether a reappointment or new appointment, must be received by June 30, 2026.** Per the RTC Bylaws, the new two-year terms begin in July. Please email (VPruitt-Jenkins@nctcog.org), mail (P.O. Box 5888, Arlington, TX 76005-5888), or fax (817/640-3028) your correspondence to Vercie Pruitt-Jenkins of NCTCOG. Please note that your designations must be confirmed in writing by all entities included in this group. Once the appointments have been determined by weighted vote, confirmation of the primary and/or alternate member(s) will be provided to your group.

In addition, the Regional Transportation Council has established an Ethics Policy in accordance with Section 472.034 of the Texas Transportation Code. This policy applies to both primary and alternate RTC members, whether elected or non-elected. All RTC members must also adhere to Chapter 171 of the Local Government Code and to the Code of Ethics from their respective local governments and public agencies. Please remind your representatives to be cognizant of these policies and codes.

Please contact Vercie Pruitt-Jenkins at VPruitt-Jenkins@nctcog.org or 817/608-2325 if you have any questions. We look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Bailey", with a stylized, flowing script.

Rick Bailey, Chair
Regional Transportation Council
Commissioner, Johnson County

VPJ

Enclosure

cc: Jill Jester, Councilmember, City of Denton (RTC Secretary and Primary Member)
Stephen Ashley, City Manager, City of Oak Point
Scott Campbell, City Manager, City of Corinth
Lisa Dawn Cabrera, TRMC, CMC, City Secretary, City of Krum
Cassey Ogden, Interim City Manager, City of Denton
Luke Olson, Interim City Manager, City of Lake Dallas
John Noblitt, City Manager, City of Sanger
John Smith, Town Manager, Town of Hickory Creek
Charles Kreidler, City Manager, City of Aubrey

APPENDIX A
2022 RTC Membership Structure

<u>City</u>			<u>Maximum of Population and Employment</u>	<u>Percent of Total Based on Maximum</u>	<u>Share of 27 RTC City Seats</u>	<u>% of RTC Seat By Grouping</u>	<u>Number of RTC Seats by Formula</u>	<u>Current RTC Seats</u>	
City Membership	<u>2022 Population</u>	<u>2020 Employment</u>							
Plano	290,850	309,830	309,830	4.47%	1.208	1.208	1	1	
McKinney	206,460	75,142	206,460	2.98%	0.805				
Anna	20,980	2,041	20,980	0.30%	0.082				
Princeton	21,760	1,184	21,760	0.31%	0.085				
Fairview	10,830	2,102	10,830	0.16%	0.042				
Melissa	18,030	1,264	18,030	0.26%	0.070	1.084	1	1	
Allen	104,870	48,745	104,870	1.51%	0.409				
Lucas	8,000	1,285	8,000	0.12%	0.031				
Wylie	60,460	12,579	60,460	0.87%	0.236				
Rowlett	65,030	11,730	65,030	0.94%	0.254				
Sachse	28,450	2,641	28,450	0.41%	0.111				
Murphy	21,200	3,269	21,200	0.31%	0.083				
Parker	5,730	414	5,730	0.08%	0.022				
Lavon	5,710	42	5,710	0.08%	0.022	1.168	1	1	
Frisco	217,470	103,440	217,470	3.14%	0.848				
Prosper	35,410	5,128	35,410	0.51%	0.138				
Little Elm	51,640	10,705	51,640	0.75%	0.201				
The Colony	45,900	14,923	45,900	0.66%	0.179				
Celina	25,240	2,623	25,240	0.36%	0.098				
Providence Village	8,260	639	8,260	0.12%	0.032	1.497	1	1	
Dallas	1,321,740	1,210,400	1,321,740	19.09%	5.154				
University Park	25,360	10,724	25,360	0.37%	0.099				
Highland Park	8,800	4,257	8,800	0.13%	0.034	5.287	5	6	Includes seat for Love Field
Garland	247,590	108,320	247,590	3.58%	0.965	0.965	1	1	
Addison	17,720	80,505	80,505	1.16%	0.314				
Richardson	122,570	170,520	170,520	2.46%	0.665	0.979	1	1	
Irving	261,350	309,100	309,100	4.46%	1.205				
Coppell	43,140	46,666	46,666	0.67%	0.182	1.387	1	1	
Mesquite	152,020	70,576	152,020	2.20%	0.593				
Balch Springs	27,740	6,919	27,740	0.40%	0.108				
Seagoville	19,580	3,793	19,580	0.28%	0.076				
Sunnyvale	8,540	4,768	8,540	0.12%	0.033	0.811	1	1	
Grand Prairie	199,780	88,592	199,780	2.89%	0.779	0.779	1	1	
Duncanville	40,700	16,236	40,700	0.59%	0.159				
DeSoto	57,380	20,743	57,380	0.83%	0.224				
Cedar Hill	50,280	15,260	50,280	0.73%	0.196				
Lancaster	41,560	15,443	41,560	0.60%	0.162				
Glenn Heights	18,090	550	18,090	0.26%	0.071				
Hutchins	5,700	4,742	5,700	0.08%	0.022				
Wilmer	6,690	462	6,690	0.10%	0.026	0.859	1	1	
Carrollton	135,110	114,810	135,110	1.95%	0.527				
Farmers Branch	38,140	87,335	87,335	1.26%	0.341	0.867	1	1	
Denton	146,750	106,740	146,750	2.12%	0.572				
Sanger	9,470	5,134	9,470	0.14%	0.037				
Corinth	22,800	7,052	22,800	0.33%	0.089				
Lake Dallas	7,790	2,811	7,790	0.11%	0.030				
Aubrey	7,580	913	7,580	0.11%	0.030				
Krum	5,790	827	5,790	0.08%	0.023				
Hickory Creek	5,440	1,301	5,440	0.08%	0.021				
Oak Point	5,000	558	5,000	0.07%	0.019	0.821	1	1	
Lewisville	132,620	94,311	132,620	1.92%	0.517				
Flower Mound	78,570	40,851	78,570	1.13%	0.306				
Highland Village	16,020	6,665	16,020	0.23%	0.062				
Northlake	8,790	3,120	8,790	0.13%	0.034				
Justin	5,820	3,657	5,820	0.08%	0.023	0.943	1	1	
Fort Worth	955,900	575,550	955,900	13.80%	3.727	3.727	4	4	
Arlington	399,560	225,160	399,560	5.77%	1.558	1.558	2	2	
N. Richland Hills	71,600	31,646	71,600	1.03%	0.279				
Richland Hills	8,630	5,848	8,630	0.12%	0.034				
Haltom City	46,260	21,351	46,260	0.67%	0.180				
Watauga	23,660	5,555	23,660	0.34%	0.092				
White Settlement	18,430	9,257	18,430	0.27%	0.072				
River Oaks	7,640	1,645	7,640	0.11%	0.030				
Lake Worth	4,710	6,125	6,125	0.09%	0.024				
Saginaw	24,450	7,556	24,450	0.35%	0.095				
Azle	13,610	4,825	13,610	0.20%	0.053				
Sansom Park	5,480	1,089	5,480	0.08%	0.021				
Keller	46,060	18,460	46,060	0.67%	0.180	1.060	1	1	
Grapevine	52,000	114,620	114,620	1.66%	0.447				
Southlake	31,770	36,439	36,439	0.53%	0.142				
Colleyville	26,370	10,289	26,370	0.38%	0.103				
Westlake	1,840	9,604	9,604	0.14%	0.037				
Trophy Club	14,400	2,526	14,400	0.21%	0.056				
Roanoke	9,830	5,774	9,830	0.14%	0.038				
Hurst	40,430	22,852	40,430	0.58%	0.158				
Euless	61,480	31,276	61,480	0.89%	0.240				
Bedford	49,930	34,770	49,930	0.72%	0.195	1.416	1	1	
Mansfield	77,040	30,508	77,040	1.11%	0.300				
Benbrook	25,240	6,243	25,240	0.36%	0.098				
Forest Hill	14,190	3,669	14,190	0.20%	0.055				
Crowley	18,600	4,821	18,600	0.27%	0.073				
Everman	6,170	1,703	6,170	0.09%	0.024				
Kennedale	8,530	2,374	8,530	0.12%	0.033	0.584	1	1	
Total	6,618,110	4,505,922	6,924,764		27	27.000	27	28	
Allocation for City Seats					27				
Population Per RTC Seat					256,473				

APPENDIX A
2022 RTC Membership Structure (Continued)

City Membership		Number of RTC Seats by Formula 27	Current RTC Seats 28
2022 Population by County Grouped By RTC Seats			
County Membership		Number of RTC Seats	Current RTC Seats
	2022 Population		
<u>Collin County</u>	1,135,060	1	1
<u>Dallas County</u>	2,654,510	2	2
<u>Denton County</u>	950,660	1	1
<u>Tarrant County</u>	2,157,740	2	2
<u>Ellis County</u>	207,620		
Ennis	21,860		
Waxahachie	44,280		
Midlothian	37,580		
Red Oak	15,640		
<u>Kaufman County</u>	153,130		
Forney	27,040		
Kaufman	6,990		
Terrell	17,590		
Combined Ellis and Kaufman Population	360,750	1	1
<u>Johnson County</u>	193,500		
Burleson	50,210		
Cleburne	32,640		
Keene	6,500		
Joshua	8,370		
Venus	5,760		
Alvarado	5,330		
<u>Hood County</u>	62,120		
Granbury	11,440		
Combined Johnson and Hood Population	255,620	1	1
<u>Hunt County</u>	104,900		
Commerce	9,180		
Greenville	30,450		
<u>Rockwall County</u>	119,900		
Rockwall	49,300		
Heath	9,890		
Royse City	18,810		
Fate	22,890		
Combined Hunt and Rockwall Population	224,800	1	1
<u>Parker County</u>	152,930		
Weatherford	31,690		
Mineral Wells	15,090		
Willow Park	5,210		
Aledo	5,010		
<u>Wise County</u>	69,740		
Decatur	6,910		
Bridgeport	5,930		
Combined Parker and Wise Population	222,670	1	1
Total County Membership		10	10
DART		1	1
DCTA		1	1
FWTA		1	1
DFW Airport		1	1
TxDOT Dallas		1	1
TxDOT Fort Worth		1	1
NTTA		1	1
Total Transportation Providers		7	7
Total RTC Members		44	45
Total MPA Population	7,961,810		
Data Based on NCTCOG Annual Population Estimates and Estimated 2020 Employment			



**City Council Meeting
Staff Report
June 25, 2026**

Agenda Item

Consideration and action on approval of the authorized personnel list to support the City's continued growth and operational demands:

Staff Contact

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

Summary

Consideration and possible action authorizing the addition of a Fleet Manager and Controller position to the City's current authorized personnel roster and authorizing staff to begin recruitment prior to October 1, 2026.

As part of the Fiscal Year 2027 budget development process, staff has identified the need to add two positions to support the City's continued growth and operational demands: a Fleet Manager and a Controller in the Finance Department.

During the recent City Council budget workshop, staff discussed the anticipated need for both positions and the challenges the City has historically experienced in recruiting qualified candidates for specialized management and financial positions. Based on those discussions and an evaluation of current staffing needs, staff believes it is prudent to begin recruitment efforts prior to the start of the new fiscal year.

The proposed action tonight would add both positions to the City's current authorized personnel roster, allowing staff to advertise and recruit immediately. This would provide the flexibility to make an offer should a highly qualified candidate become available before October 1, 2026.

Financial Summary

Staff has reviewed current personnel expenditures and identified salary savings across multiple departments that can absorb any partial-year costs associated with these positions during Fiscal Year 2026.

If recruitment efforts are successful and candidates are hired prior to October 1, 2026, staff estimates the fiscal impact would be limited to approximately six to eight weeks of salary and benefits for each position. Existing salary savings are sufficient to accommodate these costs without requiring a budget amendment or creating a negative impact on the Fiscal Year 2026 budget.

The full annualized cost of both positions will be incorporated into the proposed Fiscal Year 2027 budget for Council consideration.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to (approve, deny or table) the additions to the Authorized Personnel List.

Position	Reference					Current	Approved
Administration	2021	2022	2023	2024	2025	2026	2027
City Administrator/Manager	1	1	1	1	1	1	1
Finance Director	1	1	1	1	1	1	1
Budget Analyst	0	0	0	1	1	1	1
City Secretary	1	1	1	1	1	1	1
Assistant to the City Manager	0	0	0	1	1	1	1
Administrative Clerk	0	0	0	0	1	1	1
Communications Manager	0	0	0	0	0	1	1
Controller	0	0	0	0	0	0	1
Total	2	5	6	6	6	7	8
Human Resources	2021	2022	2023	2024	2025	2026	2027
HR Director	1	1	1	1	1	1	1
HR Generalist	0	0	0	0	1	1	1
Total	1	1	1	1	2	2	2
Court	2021	2022	2023	2024	2025	2026	2027
Court Clerk	1	1	1	1	1	1	1
Total	1	1	1	1	1	1	1
MDD	2021	2022	2023	2024	2025	2026	2027
Director	0	1	1	1	1	1	1
Total	0	1	1	1	1	1	1
Police	2021	2022	2023	2024	2025	2026	2027
Chief of Police	1	1	1	1	1	1	1
Assistant Chief of Police	0	0	0	1	1	1	1
Lieutenant of Police	2	3	3	2	2	2	2
Sergeant of Police	4	4	4	5	5	5	7
Police Officer	11	12	15	18	18	22	25
Detective	1	1	2	3	3	3	4
School Resource Officer	0	0	1	2	2	2	2
PT Bailiff	0	0	1	1	1	1	1
Investigator	0	0	0	1	1	1	1
Traffic Officer	0	0	0	0	0	0	2
Sworn	19	21	27	34	34	38	46
Code Enforcement	0	0	1	1	1	2	2
Victim Advocate	0	0	0	0	1	1	1
Administrative Coordinator	1	1	1	1	1	1	1
Admin. Investigation Coordinator	0	0	0	0	1	1	1
Civilian	1	1	2	2	4	5	5
Total	20	22	29	36	38	43	51

Fire	2021	2022	2023	2024	2025	2026	2027
Fire Chief	0.5	0.5	1	1	1	1	1
Assistant Chief	0.5	1	1	1	1	1	1
Battalion Chief	1.5	1.5	3	3	3	3	3
EMS Captain	0	0	1	1	1	1	1
Captain	6	6	6	6	9	9	9
Driver/Engineer	0	0	12	10	18	18	18
Firefighter	24	33	18	20	24	27	27
Admin Coordinator	0	0	1	1	1	1	1
Emergency Management	0	0	0	0	1	1	1
Fire Marshal	0	0	0	1	1	1	1
EMS Training Captain	0	0	0	0	0	0	1
Total	32.5	42	43	44	60	63	64
Library	2021	2022	2023	2024	2025	2026	2027
Director	1	0	0	0	0	0	0
Manager	1	1	1	1	1	1	1
Public Service	1	1	1	1	1	1	1
Collections Manager (PT)	1	1	1	1	1	1	1
Librarian III	0	1	1	1	1	1	1
Librarian I	0	0	1	1	1	1	1
Librarian I (PT)	1	0	0	2	2	2	2
Total	5	4	5	7	7	7	7
Fleet & Buildings	2021	2022	2023	2024	2025	2026	2027
Fleet Manager	0	0	0	1	1	1	1
Maintenance Technician	0	0	0	0	0	1	1
Building Superintendent	0	0	0	0	0	0	1
Total	0	0	0	0	0	2	3
Parks	2021	2022	2023	2024	2025	2026	2027
Assistant Director PW	1	1	0	1	0	1	1
Parks & Rec Manager	0	0	0	0	0	1	1
Parks Coordinator	0	0	1	0	0	0	0
Parks Superintendent	0	0	0	1	1	0	0
Parks Forman	0	0	0	0	0	1	1
Maintenance Technician	2.5	2.5	2	2	2	1	1
Senior Event Coordinator	0	0	0	0	0	1	1
Event & Program Coordinator	1	1	1	1	2	1	1
Sports Coordinator	0	0	0	0	0	0	1
Total	3.5	3.5	4	4	5	6	7

Water	2021	2022	2023	2024	2025	2026	2027
Superintendent	0	0	1	1	1	0	0
Water Forman	0	0	0	0	0	1	1
Operator I	3	3	1	1	1	2	2
Maintenance Technician	2	2	0	1	1	1	1
Meter Supervisor	0	0	1	1	1	1	1
Utilities Manager	0	0	1	1	1	0	0
Billing Clerk	1	1	1	1	1	1	1
Total	6	6	5	6	6	6	6
Sewer	2021	2022	2023	2024	2025	2026	2027
Director PW	1	1	1	0	1	1	1
Utilities Manager	0	0	0	0	0	1	1
Superintendent	0	0	1	1	1	0	0
Operator I	2	2	1	1	1	2	3
Instrument Technician	0	0	0	1	1	0	0
Maintenance Technician	1	1	1	2	2	2	2
Public Works Admin Coordinator	0	0	0	0	1	1	1
Total	4	4	4	5	7	7	8
Streets	2021	2022	2023	2024	2025	2026	2027
PW Manager	0	0	1	1	1	0	0
Street Superintendent	0	0	1	1	1	1	1
Maintenance Technician	0	0	1	1	1	2	2
Streets Foreman	0	0	1	1	1	1	1
Total	0	0	4	4	4	4	4

Development	2021	2022	2023	2024	2025	2026	2027
Assistant City Manager	0	0	0	1	1	1	1
Planner	0	0	0	0	0	1	1
Permit Technician	1	1	1	1	1	1	1
Permit Coordinator	0	0	1	1	1	1	1
Permits & CIP Manager	0	0	0	1	0	0	0
Chief Building Official	0	0	0	1	1	1	1
Development Services Manager	0	0	0	0	1	1	1
Sr. Building Inspector	0	0	1	1	1	2	2
GIS Technician	0	0	0	1	1	1	1
Plans Examiner	0	0	0	0	0	1	1
Total	1	1	3	7	7	10	10
Engineering	2021	2022	2023	2024	2025	2026	2027
Infrastructure Inspector	0	0	0	0	0	3	3
Stormwater Inspector	0	0	0	0	0	1	1
Total	0	0	0	0	0	4	4
Overall Totals	76	90.5	106	122	144	163	176
Requested Positions for 2026 - Controller and Building Superintendent							

City of Aubrey - Municipal Court Report

New Cases Filed	
May - Traffic	133
May - Non Traffic	2

Final Disposition	
May - Traffic	132
May - Non Traffic	7

Warrants	
Issued	35
Cleared	23
Pending	1041

Total Fines Collected	
May - State	\$10,684.00
May - City	\$17,139.00

Fiscal YTD Collected	
YTD - State	\$ 89,200.00
YTD - City	\$ 143,609.00



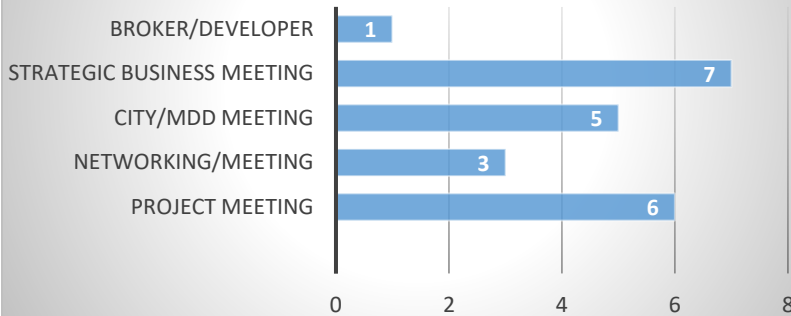
MAY 2026 STAFF REPORT

Aubrey Municipal Development District

Christine Gossett – Executive Director



Business Development/ Strategic Meetings/Visits



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

Combined commercial land for sale/lease 200+ acres in City and ETJ, with combined 15,000+/- sq ft commercial space available for sale/lease. See Aubrey MDD Real Estate/Sites web page for details:

Real Estate & Maps – Aubrey Municipal Development District



Project and Program Updates:

- 204-208 S. Main Street Building Improvement – Negotiated contract for building project and project start date in June upon final signatures on contract.
- Grant Program – The MDD Board approved 2 building grants at the May 12th MDD meeting: a \$25,782.00 Targeted Improvement Grant for property at 423 Tisdell Lane and a \$6,993.00 Sign Grant for business at 500 Pine Ridge Street.
- Posted a Tenant Request for Proposal on AubreyTX.gov for the 204-208 S. Main property in May. Deadline to submit is July 16, 2026.
- On-Going: Site Selection GIS Map updates and continuous monitoring of properties and photos for commercial sites available in Aubrey City Limits and ETJ.

Marketing:

- Marketing and promotions: sponsored event and had Aubrey exhibit at Bisnow State of Denton County Event on May 27th.
- Social media/Facebook: On-going posts about businesses, activities, events, and business education. May's highest performing post was on 5/27/2026 with 1,503 Views and 171 Engagements.
- Website Statistics: May '26 – 2,347 Visitors; April '26 – 1,775 Visitors; March '26 – 2,130 Visitors;
- Commercial Development: Calls/meetings with prospective businesses, developers, and brokers seeking land and/or space in Aubrey.

Business Activity and Updates

- No New Business Openings or Closings in May 2026.

Sales & Use-Tax Allocation:

- Payment received in May 2026: \$118,527.19; (\$4,741.01 gross collections derived from audit payments.)



MDD posted a Tenant Request for Proposals at 204 – 208 S. Main Street. The proposal details are on AubreyTX.gov and the submission deadline is July 16, 2026.



Highest performing FB post was featuring the Aubrey MDD and Chamber staff, MDD Board President and Mayor Pro Tem at the State of Denton County event with 1,503 Views and 171 Engagements.



Monthly Cash Activity

(Unaudited)

May 2026



Aubrey, TX

Cash Analysis Report

Account Summary

Date Range: 05/01/2026 - 05/31/2026

	Beginning Balance	Bank Drafts	Checks	Deposits	EFTs	SVC Charges	Interest	Misc / None	Net Change	Ending Balance	Avg Daily Bal
101 - GENERAL FUND											
101-1-1-000-00	2,773,360.57	0.00	0.00	246,625.49	0.00	0.00	8,127.00	-898,256.00	-643,503.51	2,129,857.06	2,612,028.98
101-1-1-000-10	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	200.00
101-1-1-000-58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-1-1-000-84	7,035,210.72	0.00	0.00	0.00	0.00	0.00	0.00	-655,007.75	-655,007.75	6,380,202.97	6,408,209.76
101-1-1-000-90	4,502,987.80	0.00	0.00	0.00	0.00	0.00	0.00	-41,024.45	-41,024.45	4,461,963.35	4,527,359.64
101-1-3-000-80	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00	50,000.00
101-2-1-010-00	-735,899.20	0.00	0.00	0.00	0.00	0.00	0.00	182,824.70	182,824.70	-553,074.50	-565,376.73
Fund 101 Total:	13,625,859.89	0.00	0.00	246,625.49	0.00	0.00	8,127.00	-1,411,463.50	-1,156,711.01	12,469,148.88	
201 - WATER FUND											
201-1-1-000-00	111,235.61	0.00	0.00	0.00	0.00	0.00	323.97	40,818.01	41,141.98	152,377.59	104,271.51
201-1-1-000-10	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	200.00
201-1-1-000-84	11,225,674.18	0.00	0.00	0.00	0.00	0.00	0.00	171,916.55	171,916.55	11,397,590.73	11,318,488.56
201-1-1-000-90	265,868.53	0.00	0.00	0.00	0.00	0.00	0.00	846.22	846.22	266,714.75	265,895.83
201-1-1-000-91	577,094.37	0.00	0.00	0.00	0.00	0.00	0.00	1,836.84	1,836.84	578,931.21	577,153.62
201-1-1-000-95	1,372,569.91	0.00	0.00	0.00	0.00	0.00	0.00	4,368.73	4,368.73	1,376,938.64	1,372,710.84
201-1-1-000-96	19,942,620.39	0.00	0.00	0.00	0.00	0.00	0.00	-4,021.24	-4,021.24	19,938,599.15	19,933,785.91
201-1-3-000-00	368,290.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	368,290.00	368,290.00
201-2-1-010-00	-40,861.67	0.00	0.00	0.00	0.00	0.00	0.00	-15,855.37	-15,855.37	-56,717.04	-38,258.04
Fund 201 Total:	33,822,691.32	0.00	0.00	0.00	0.00	0.00	323.97	199,909.74	200,233.71	34,022,925.03	
202 - SEWER FUND											
202-1-1-000-84	26,788,502.98	0.00	0.00	0.00	0.00	0.00	0.00	1,547,133.30	1,547,133.30	28,335,636.28	27,367,164.67
202-1-1-000-91	681,185.07	0.00	0.00	0.00	0.00	0.00	0.00	2,168.13	2,168.13	683,353.20	681,255.01
202-1-1-000-92	25,773,266.54	0.00	0.00	0.00	0.00	0.00	0.00	-1,207,654.24	-1,207,654.24	24,565,612.30	25,263,412.43
202-2-1-010-00	-35,101.10	0.00	0.00	0.00	0.00	0.00	0.00	3,531.49	3,531.49	-31,569.61	-33,867.09
Fund 202 Total:	53,207,853.49	0.00	0.00	0.00	0.00	0.00	0.00	345,178.68	345,178.68	53,553,032.17	
205 - SOLID WASTE FUND											
205-1-1-000-84	-365,970.82	0.00	0.00	0.00	0.00	0.00	0.00	-37,055.42	-37,055.42	-403,026.24	-481,912.99
205-2-1-010-00	-230,407.66	0.00	0.00	0.00	0.00	0.00	0.00	-12,894.56	-12,894.56	-243,302.22	-54,482.12
Fund 205 Total:	-596,378.48	0.00	0.00	0.00	0.00	0.00	0.00	-49,949.98	-49,949.98	-646,328.46	
301 - DEBT SERVICE FUND											
301-1-1-000-00	763,718.35	0.00	0.00	2,629.98	0.00	0.00	2,981.70	286,476.47	292,088.15	1,055,806.50	957,964.08
301-1-1-000-84	-1,236,501.11	0.00	0.00	0.00	0.00	0.00	0.00	-414,137.15	-414,137.15	-1,650,638.26	-1,480,916.60
301-1-1-000-90	370,722.92	0.00	0.00	0.00	0.00	0.00	0.00	72,994.97	72,994.97	443,717.89	419,310.29
301-1-3-000-00	114,820.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	114,820.00	114,820.00

Cash Analysis Report

Date Range: 05/01/2026 - 05/31/2026

	Beginning Balance	Bank Drafts	Checks	Deposits	EFTs	SVC Charges	Interest	Misc / None	Net Change	Ending Balance	Avg Daily Bal
301-2-1-010-00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-3,500.00	-3,500.00	-3,500.00	-2,032.26
Fund 301 Total:	12,760.16	0.00	0.00	2,629.98	0.00	0.00	2,981.70	-58,165.71	-52,554.03	-39,793.87	
401 - SPECIAL REVENUE FUND											
401-1-1-000-00	56,556.15	0.00	0.00	0.00	0.00	0.00	175.74	0.00	175.74	56,731.89	56,561.82
401-1-1-000-70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-1-1-000-84	46,243.40	0.00	0.00	0.00	0.00	0.00	0.00	-1,888.54	-1,888.54	44,354.86	45,262.41
401-2-1-010-00	-3,500.00	0.00	0.00	0.00	0.00	0.00	0.00	3,500.00	3,500.00	0.00	-1,467.74
Fund 401 Total:	99,299.55	0.00	0.00	0.00	0.00	0.00	175.74	1,611.46	1,787.20	101,086.75	
404 - DEVELOPMENT FEES											
404-1-1-000-00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
404-1-1-000-50	2,022,759.58	0.00	0.00	0.00	0.00	0.00	0.00	134,004.11	134,004.11	2,156,763.69	2,043,533.91
404-1-1-000-51	429,754.83	0.00	0.00	0.00	0.00	0.00	2,976.04	528,000.00	530,976.04	960,730.87	957,850.83
404-1-1-000-60	3,225,541.61	0.00	0.00	0.00	0.00	0.00	0.00	-280,332.82	-280,332.82	2,945,208.79	3,029,055.23
404-1-1-000-70	1,897,686.49	0.00	0.00	0.00	0.00	0.00	0.00	6,040.13	6,040.13	1,903,726.62	1,897,881.33
404-1-1-000-84	6,155,129.68	0.00	0.00	0.00	0.00	0.00	0.00	-177,107.29	-177,107.29	5,978,022.39	5,835,039.23
404-1-1-000-90	1,916.46	0.00	0.00	0.00	0.00	0.00	0.00	6.14	6.14	1,922.60	1,916.66
404-2-1-010-00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fund 404 Total:	13,732,788.65	0.00	0.00	0.00	0.00	0.00	2,976.04	210,610.27	213,586.31	13,946,374.96	
406 - HOLDING ACCT DEV AGREEMTS											
406-1-1-000-00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
406-1-1-000-10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
406-1-1-000-84	362,816.21	0.00	0.00	0.00	0.00	0.00	0.00	-5,365.50	-5,365.50	357,450.71	360,544.03
406-2-1-010-00	-9,330.00	0.00	0.00	0.00	0.00	0.00	0.00	815.50	815.50	-8,514.50	-8,819.11
Fund 406 Total:	353,486.21	0.00	0.00	0.00	0.00	0.00	0.00	-4,550.00	-4,550.00	348,936.21	
501 - CAPITAL PROJECTS FUND											
501-1-1-000-00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
501-1-1-000-55	1,768,647.69	0.00	0.00	0.00	0.00	0.00	0.00	-1,141,590.64	-1,141,590.64	627,057.05	1,583,870.20
501-1-1-000-56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
501-1-1-000-58	228,875.19	0.00	0.00	0.00	0.00	0.00	711.18	0.00	711.18	229,586.37	228,898.13
501-1-1-000-59	63.06	0.00	0.00	0.00	0.00	0.00	0.00	0.26	0.26	63.32	63.07
501-1-1-000-60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
501-1-1-000-61	74.42	0.00	0.00	0.00	0.00	0.00	0.00	0.26	0.26	74.68	74.43
501-1-1-000-62	4,902,476.16	0.00	0.00	0.00	0.00	0.00	0.00	-172,525.77	-172,525.77	4,729,950.39	4,866,586.05
501-1-1-000-63	501,229.08	0.00	0.00	0.00	0.00	0.00	0.00	-117,252.11	-117,252.11	383,976.97	443,632.87
501-1-1-000-64	40,166,791.47	0.00	0.00	0.00	0.00	0.00	0.00	-171,519.44	-171,519.44	39,995,272.03	39,966,194.96
501-1-1-000-84	-46,210,362.95	0.00	0.00	0.00	0.00	0.00	0.00	-746,815.61	-746,815.61	-46,957,178.56	-46,726,872.73
501-1-1-000-90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
501-1-3-000-00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
501-2-1-010-00	-2,801,907.01	0.00	0.00	0.00	0.00	0.00	0.00	366,767.56	366,767.56	-2,435,139.45	-2,238,861.67
Fund 501 Total:	-1,444,112.89	0.00	0.00	0.00	0.00	0.00	711.18	-1,982,935.49	-1,982,224.31	-3,426,337.20	

701 - MDD

Cash Analysis Report

Date Range: 05/01/2026 - 05/31/2026

	Beginning Balance	Bank Drafts	Checks	Deposits	EFTs	SVC Charges	Interest	Misc / None	Net Change	Ending Balance	Avg Daily Bal
701-1-1-000-00	2,670,761.97	-15,060.46	0.00	118,527.19	0.00	0.00	8,452.93	-167,942.65	-56,022.99	2,614,738.98	2,720,613.95
701-1-1-000-84	-148,037.52	0.00	0.00	0.00	0.00	0.00	0.00	138,665.62	138,665.62	-9,371.90	-129,294.59
701-1-1-000-90	1,740,843.54	0.00	0.00	0.00	0.00	0.00	0.00	5,540.95	5,540.95	1,746,384.49	1,741,022.28
701-2-1-010-00	-12,285.36	0.00	0.00	0.00	0.00	0.00	0.00	6,183.11	6,183.11	-6,102.25	-10,471.77
Fund 701 Total:	4,251,282.63	-15,060.46	0.00	118,527.19	0.00	0.00	8,452.93	-17,552.97	94,366.69	4,345,649.32	

801 - EMPLOYEE BENEFIT TRUST

801-1-1-000-00	917,346.62	-145,270.37	0.00	0.00	0.00	0.00	2,944.07	150,328.96	8,002.66	925,349.28	938,606.78
801-1-1-000-84	-149,822.59	0.00	0.00	0.00	0.00	0.00	0.00	79,437.08	79,437.08	-70,385.51	-82,240.75
801-2-1-010-00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1,021.29
Fund 801 Total:	767,524.03	-145,270.37	0.00	0.00	0.00	0.00	2,944.07	229,766.04	87,439.74	854,963.77	

901 - POOLED CASH FUND

901-1-1-000-00	2,841,330.90	-2,860,671.88	-1,141,213.83	1,867,702.80	-1,278,879.96	0.00	5,119.30	2,867,230.82	-540,712.75	2,300,618.15	1,310,314.74
901-1-3-101-00	735,899.20	0.00	0.00	0.00	0.00	0.00	0.00	-182,824.70	-182,824.70	553,074.50	565,376.73
901-1-3-201-00	40,861.67	0.00	0.00	0.00	0.00	0.00	0.00	15,855.37	15,855.37	56,717.04	38,258.04
901-1-3-202-00	35,101.10	0.00	0.00	0.00	0.00	0.00	0.00	-3,531.49	-3,531.49	31,569.61	33,867.09
901-1-3-205-00	230,407.66	0.00	0.00	0.00	0.00	0.00	0.00	12,894.56	12,894.56	243,302.22	54,482.12
901-1-3-301-00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,500.00	3,500.00	3,500.00	2,032.26
901-1-3-401-00	3,500.00	0.00	0.00	0.00	0.00	0.00	0.00	-3,500.00	-3,500.00	0.00	1,467.74
901-1-3-402-00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
901-1-3-403-00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
901-1-3-404-00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
901-1-3-405-00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,137.25	2,137.25	2,137.25	68.94
901-1-3-406-00	9,330.00	0.00	0.00	0.00	0.00	0.00	0.00	-815.50	-815.50	8,514.50	8,819.11
901-1-3-501-00	2,801,907.01	0.00	0.00	0.00	0.00	0.00	0.00	-366,767.56	-366,767.56	2,435,139.45	2,238,861.67
901-1-3-601-00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
901-1-3-701-00	12,285.36	0.00	0.00	0.00	0.00	0.00	0.00	-6,183.11	-6,183.11	6,102.25	10,471.77
901-1-3-801-00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,021.29
901-2-1-010-01	-3,869,292.00	0.00	0.00	0.00	0.00	0.00	0.00	527,596.74	527,596.74	-3,341,695.26	-2,954,779.61
901-2-1-022-10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
901-2-3-000-00	-2,841,330.90	0.00	0.00	0.00	0.00	0.00	0.00	540,712.75	540,712.75	-2,300,618.15	-1,310,314.74
Fund 901 Total:	0.00	-2,860,671.88	-1,141,213.83	1,867,702.80	-1,278,879.96	0.00	5,119.30	3,406,305.13	-1,638.44	-1,638.44	

Fund Summary

Fund	Beginning Balance	Bank Drafts	Checks	Deposits	EFTs	SVC Charges	Interest	Misc / None	Net Change	Ending Balance
101	13,625,859.89	0.00	0.00	246,625.49	0.00	0.00	8,127.00	-1,411,463.50	-1,156,711.01	12,469,148.88
201	33,822,691.32	0.00	0.00	0.00	0.00	0.00	323.97	199,909.74	200,233.71	34,022,925.03
202	53,207,853.49	0.00	0.00	0.00	0.00	0.00	0.00	345,178.68	345,178.68	53,553,032.17
205	-596,378.48	0.00	0.00	0.00	0.00	0.00	0.00	-49,949.98	-49,949.98	-646,328.46
301	12,760.16	0.00	0.00	2,629.98	0.00	0.00	2,981.70	-58,165.71	-52,554.03	-39,793.87
401	99,299.55	0.00	0.00	0.00	0.00	0.00	175.74	1,611.46	1,787.20	101,086.75
404	13,732,788.65	0.00	0.00	0.00	0.00	0.00	2,976.04	210,610.27	213,586.31	13,946,374.96
406	353,486.21	0.00	0.00	0.00	0.00	0.00	0.00	-4,550.00	-4,550.00	348,936.21
501	-1,444,112.89	0.00	0.00	0.00	0.00	0.00	711.18	-1,982,935.49	-1,982,224.31	-3,426,337.20
701	4,251,282.63	-15,060.46	0.00	118,527.19	0.00	0.00	8,452.93	-17,552.97	94,366.69	4,345,649.32
801	767,524.03	-145,270.37	0.00	0.00	0.00	0.00	2,944.07	229,766.04	87,439.74	854,963.77
901	0.00	-2,860,671.88	-1,141,213.83	1,867,702.80	-1,278,879.96	0.00	5,119.30	3,406,305.13	-1,638.44	-1,638.44
Report Total:	117,833,054.56	-3,021,002.71	-1,141,213.83	2,235,485.46	-1,278,879.96	0.00	31,811.93	868,763.67	-2,305,035.44	115,528,019.12



Revenue/Expense by Fund

(Unaudited)

May 2026



Aubrey, TX

Income Statement Group Summary

For Fiscal: 10/2025-09/2026 Period Ending: 05/31/2026

Account Type	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 101 - GENERAL FUND					
Revenue	22,421,377.00	22,421,377.00	993,344.81	14,710,062.98	7,711,314.02
Expense	21,958,292.00	21,958,291.00	2,257,885.49	15,501,301.82	6,456,989.18
Fund: 101 - GENERAL FUND Surplus (Deficit):	463,085.00	463,086.00	-1,264,540.68	-791,238.84	1,254,324.84
Fund: 201 - WATER FUND					
Revenue	4,923,597.00	4,923,597.00	217,581.47	2,270,521.89	2,653,075.11
Expense	4,134,314.00	4,245,538.00	146,373.71	2,233,781.06	2,011,756.94
Fund: 201 - WATER FUND Surplus (Deficit):	789,283.00	678,059.00	71,207.76	36,740.83	641,318.17
Fund: 202 - SEWER FUND					
Revenue	3,702,130.00	4,002,130.00	222,186.89	2,016,344.86	1,985,785.14
Expense	3,601,075.00	3,619,287.00	109,900.21	2,021,089.15	1,598,197.85
Fund: 202 - SEWER FUND Surplus (Deficit):	101,055.00	382,843.00	112,286.68	-4,744.29	387,587.29
Fund: 205 - SOLID WASTE FUND					
Revenue	2,790,000.00	2,790,000.00	220,061.17	1,761,892.87	1,028,107.13
Expense	2,790,000.00	2,790,000.00	269,940.69	2,017,027.69	772,972.31
Fund: 205 - SOLID WASTE FUND Surplus (Deficit):	0.00	0.00	-49,879.52	-255,134.82	255,134.82
Fund: 301 - DEBT SERVICE FUND					
Revenue	4,341,523.00	4,341,523.00	-49,054.03	1,508,564.15	2,832,958.85
Expense	4,341,523.00	4,341,523.00	3,500.00	2,564,608.98	1,776,914.02
Fund: 301 - DEBT SERVICE FUND Surplus (Deficit):	0.00	0.00	-52,554.03	-1,056,044.83	1,056,044.83
Fund: 401 - SPECIAL REVENUE FUND					
Revenue	28,107.00	28,107.00	1,787.20	33,909.42	-5,802.42
Expense	10,500.00	10,500.00	0.00	13,380.41	-2,880.41
Fund: 401 - SPECIAL REVENUE FUND Surplus (Deficit):	17,607.00	17,607.00	1,787.20	20,529.01	-2,922.01
Fund: 404 - DEVELOPMENT FEES					
Revenue	2,200,000.00	2,200,000.00	213,586.31	2,104,207.26	95,792.74
Expense	2,200,000.00	2,200,000.00	0.00	110,115.17	2,089,884.83
Fund: 404 - DEVELOPMENT FEES Surplus (Deficit):	0.00	0.00	213,586.31	1,994,092.09	-1,994,092.09
Fund: 406 - HOLDING ACCT DEV AGREEMTS					
Revenue	0.00	0.00	0.00	-242,291.36	242,291.36
Expense	0.00	0.00	4,550.00	180,369.86	-180,369.86
Fund: 406 - HOLDING ACCT DEV AGREEMTS Surplus (Deficit):	0.00	0.00	-4,550.00	-422,661.22	422,661.22
Fund: 501 - CAPITAL PROJECTS FUND					
Revenue	85,988,362.00	85,988,362.00	438,914.21	4,492,730.35	81,495,631.65
Expense	85,988,362.00	85,988,362.00	2,132,068.98	25,645,929.02	60,342,432.98
Fund: 501 - CAPITAL PROJECTS FUND Surplus (Deficit):	0.00	0.00	-1,693,154.77	-21,153,198.67	21,153,198.67
Fund: 701 - MDD					
Revenue	1,284,020.00	1,284,020.00	132,521.07	974,207.58	309,812.42
Expense	1,214,879.00	1,214,879.00	38,154.38	367,242.73	847,636.27
Fund: 701 - MDD Surplus (Deficit):	69,141.00	69,141.00	94,366.69	606,964.85	-537,823.85
Fund: 801 - EMPLOYEE BENEFIT TRUST					
Revenue	1,975,640.00	1,975,640.00	234,089.66	1,520,994.32	454,645.68
Expense	1,469,000.00	1,469,000.00	143,705.70	987,864.95	481,135.05
Fund: 801 - EMPLOYEE BENEFIT TRUST Surplus (Deficit):	506,640.00	506,640.00	90,383.96	533,129.37	-26,489.37
Total Surplus (Deficit):	1,946,811.00	2,117,376.00	-2,481,060.40	-20,491,566.52	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
101 - GENERAL FUND	463,085.00	463,086.00	-1,264,540.68	-791,238.84	1,254,324.84
201 - WATER FUND	789,283.00	678,059.00	71,207.76	36,740.83	641,318.17
202 - SEWER FUND	101,055.00	382,843.00	112,286.68	-4,744.29	387,587.29
205 - SOLID WASTE FUND	0.00	0.00	-49,879.52	-255,134.82	255,134.82
301 - DEBT SERVICE FUND	0.00	0.00	-52,554.03	-1,056,044.83	1,056,044.83
401 - SPECIAL REVENUE FUND	17,607.00	17,607.00	1,787.20	20,529.01	-2,922.01
404 - DEVELOPMENT FEES	0.00	0.00	213,586.31	1,994,092.09	-1,994,092.09
406 - HOLDING ACCT DEV A...	0.00	0.00	-4,550.00	-422,661.22	422,661.22
501 - CAPITAL PROJECTS FU...	0.00	0.00	-1,693,154.77	-21,153,198.67	21,153,198.67
701 - MDD	69,141.00	69,141.00	94,366.69	606,964.85	-537,823.85
801 - EMPLOYEE BENEFIT TR...	506,640.00	506,640.00	90,383.96	533,129.37	-26,489.37
Total Surplus (Deficit):	1,946,811.00	2,117,376.00	-2,481,060.40	-20,491,566.52	



Balance Sheet by Fund

(Unaudited)

May 2026



Aubrey, TX

Balance Sheet

Account Summary

As Of 05/31/2026

Account	Name	Balance
Fund: 101 - GENERAL FUND		
Assets		
101-1-1-000-00	General Fund Cash	2,129,857.06
101-1-1-000-10	Cash on hand - Court drawer	200.00
101-1-1-000-58	Cash in bank - Tax Notes	0.00
101-1-1-000-84	Claim on Cash General	6,380,202.97
101-1-1-000-90	Investment Account	4,461,963.35
101-1-1-013-10	Accounts Receivable	0.00
101-1-1-013-20	Taxes Receivable	29,733.55
101-1-1-013-25	Emergicon EMS AR	2,436,287.00
101-1-1-013-33	Allowance for Taxes	-6,317.42
101-1-1-013-35	Allowance for EMS AR	-2,059,539.00
101-1-1-013-37	Sales Tax Receivable	415,328.60
101-1-1-015-00	Court Fees Receivable	485,879.43
101-1-1-015-50	Allowance for Court Fees	-315,018.34
101-1-1-021-00	Prepays	222,157.26
101-1-1-050-00	Inventory	38,009.02
101-1-2-016-10	Land	0.00
101-1-3-000-80	Due from other funds EBT	50,000.00
101-1-9-000-00	Net Pension Asset	0.00
Total Assets:		14,268,743.48
		14,268,743.48
Liability		
101-2-1-000-00	PY Correction	-343,246.28
101-2-1-010-00	Accounts Payable Pooled	553,074.50
101-2-1-010-01	Accounts Payable-General Fund	11,675.20
101-2-1-010-14	Deferred Revenue Taxes	23,416.13
101-2-1-010-15	Deferred Revenue Court	170,861.39
101-2-1-010-16	Deferred Revenue EMS	376,748.00
101-2-1-010-17	Deferred Pension Inflows	0.00
101-2-1-010-18	Net Pension Liability	0.00
101-2-1-010-19	Deferred Pension Outflows	0.00
101-2-1-015-40	Child Support Payable	0.00
101-2-1-015-50	Child Support - RB	0.00
101-2-1-015-60	CHILD SUPPORT - BRAZIL	0.00
101-2-1-021-01	GF payroll tax liabilities	0.00
101-2-1-021-02	Payroll Benefits Liability	250.00
101-2-1-021-08	GF HSA Bank	0.00
101-2-1-021-09	Deferred comp - 457	0.00
101-2-1-021-51	Unapplied Credit Liability A/R	0.00
101-2-1-022-10	Wages Payable	0.00
101-2-1-023-00	General Fund TMRS due to state	0.00
101-2-1-023-20	Comm Ctr rental deposits	0.00
101-2-1-023-30	Parks rental deposits	0.00
101-2-1-023-40	Collection fees payable-MVBA	292.85
101-2-1-023-41	Credit Card Fees Payable	0.00
101-2-1-023-50	Court Cash Bonds	0.00
101-2-1-023-70	OMNI fee - court	-26.44
101-2-1-029-80	104 Sycamore Deposit	1,300.00
101-2-3-000-00	Due to other funds	0.00
101-2-3-901-00	Due to Payroll Fund	-0.02
Total Liability:		794,345.33
Equity		
101-3-1-033-00	Fund Balance General Fund	14,265,636.99

Balance Sheet**As Of 05/31/2026**

Account	Name	Balance
101-3-1-033-80	Net Pension Obligation	0.00
	Total Beginning Equity:	14,265,636.99
Total Revenue		14,710,062.98
Total Expense		15,501,301.82
Revenues Over/Under Expenses		-791,238.84
	Total Equity and Current Surplus (Deficit):	13,474,398.15
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>14,268,743.48</u>

Balance Sheet

As Of 05/31/2026

Account	Name	Balance
Fund: 201 - WATER FUND		
Assets		
201-1-1-000-00	Water Fund Cash	152,377.59
201-1-1-000-10	Cash Drawer	200.00
201-1-1-000-84	Claim on Cash Water	11,397,590.73
201-1-1-000-90	Investment Account	266,714.75
201-1-1-000-91	Water Impact Fees	578,931.21
201-1-1-000-95	Cash - CO 2023 Ph1 Offsites	1,376,938.64
201-1-1-000-96	Cash CO 2025 - Utility	19,938,599.15
201-1-1-012-73	Cash in bank - Water Bond S16	0.00
201-1-1-013-00	Accounts receivable - UB	119,766.80
201-1-1-013-21	Accounts Receivable - Unbilled	97,051.57
201-1-1-013-22	Allowance for Uncollect Water	-35,079.55
201-1-1-027-00	Discount on Bonds	139,048.80
201-1-1-050-00	Inventory	346,867.83
201-1-2-016-10	Land	227,028.41
201-1-2-016-30	Water System	22,296,175.84
201-1-2-016-50	Machinery and Equipment	1,634,858.40
201-1-2-016-60	Vehicles	477,075.44
201-1-2-016-67	Office Equipment	29,862.00
201-1-2-016-80	Buildings and improvements	236,414.92
201-1-2-016-90	Construction in Progress	437,827.49
201-1-2-017-00	Accumulated Depreciation	-7,699,119.53
201-1-3-000-00	Due from other funds	368,290.00
201-1-9-000-00	Net Pension Asset	10,700.00
Total Assets:		52,398,120.49
		52,398,120.49
Liability		
201-2-1-010-00	Accounts Payable Pooled	56,717.04
201-2-1-010-01	Accounts Payable - UB Pooled	0.00
201-2-1-010-02	Accounts Payable - Water	0.00
201-2-1-010-05	Unapplied Credits	14,553.24
201-2-1-010-17	Deferred Pension Inflows	10,300.00
201-2-1-010-18	Net Pension Liability	6,500.00
201-2-1-010-19	Deferred Pension Outflows	-35,200.00
201-2-1-010-20	Deferred OPEB Outflows	0.00
201-2-1-015-40	Child Support Payable	0.00
201-2-1-020-17	Deferred OPEB Inflows	4,100.00
201-2-1-020-19	Deferred OPEB Outflows	-1,900.00
201-2-1-021-01	Payroll tax liabilities-water	0.00
201-2-1-021-02	Payroll Benefits Liability	0.00
201-2-1-021-08	HSA bank	0.00
201-2-1-021-09	Deferred comp - 457	0.00
201-2-1-021-10	Accrued Vacation Payable- wate	24,067.25
201-2-1-021-11	Accrued Sick Leave	14,732.40
201-2-1-021-20	Accrued Interest Payable	55,381.75
201-2-1-021-60	Unearned Revenue HPR256	1,030,139.70
201-2-1-021-90	SALES TAX COLLECTED	0.00
201-2-1-022-10	Wages Payable	0.00
201-2-1-023-00	Water TMRS Due to state	0.00
201-2-1-023-41	Credit Card Fees Payable	-18,138.37
201-2-1-027-00	Bond Premium	575,593.26
201-2-1-029-10	Bonds Payable - Series 2016	3,775,000.00
201-2-1-029-75	Bonds Payable - Series 2023	8,050,000.00
201-2-1-029-76	Bonds Payable - Series 2025	19,842,700.00
201-2-1-029-80	Customer Deposits	266,345.52
201-2-1-029-81	Customer Refunds Payable	3,145.89
201-2-3-000-00	Due to other funds	0.00
201-2-3-901-00	Due to Payroll Fund	-3,102.78

Balance Sheet**As Of 05/31/2026**

Account	Name	Balance
201-2-3-999-00	Water Impact Fees	0.00
Total Liability:		33,670,934.90
Equity		
201-3-1-033-02	Fund balance - Water/Sewer	18,681,225.29
201-3-1-033-10	Developer Contributions	0.47
201-3-1-033-80	Net Pension Benefit Obligation	9,219.00
Total Beginning Equity:		18,690,444.76
Total Revenue		2,270,521.89
Total Expense		2,233,781.06
Revenues Over/Under Expenses		36,740.83
Total Equity and Current Surplus (Deficit):		18,727,185.59
Total Liabilities, Equity and Current Surplus (Deficit):		<u>52,398,120.49</u>

Balance Sheet

As Of 05/31/2026

Account	Name	Balance	
Fund: 202 - SEWER FUND			
Assets			
202-1-1-000-84	Claim on Cash Sewer	28,335,636.28	
202-1-1-000-91	Sewer Impact Fees	683,353.20	
202-1-1-000-92	Utility Funding Series 2024A	24,565,612.30	
202-1-1-013-01	Accounts Receivable - UB	63,460.95	
202-1-1-013-21	Accounts Receivable - Unbilled	49,620.20	
202-1-1-013-22	Allowance for Doubtful Account	-18,587.63	
202-1-1-050-00	Inventory	42,955.19	
202-1-2-016-40	Sewer System	18,651,770.61	
202-1-2-016-61	Vac Truck Lease Asset	469,107.00	
202-1-2-016-90	Construction in Progress	1,731,991.68	
202-1-2-017-01	Accum Amort Vac Trk Lease	-67,015.29	
	Total Assets:	74,507,904.49	74,507,904.49
Liability			
202-2-1-010-00	Accounts Payable Pooled	31,569.61	
202-2-1-010-03	Accounts Payable -Sewer	0.00	
202-2-1-021-01	Payroll tax liabilities sewer	0.00	
202-2-1-021-02	Payroll Benefits Liability	0.00	
202-2-1-021-08	HSA Bank	0.00	
202-2-1-021-09	Deferred comp - 457	0.00	
202-2-1-021-10	Accrued Vacation Payable	14,044.97	
202-2-1-021-11	Accrued Sick Leave	10,562.05	
202-2-1-021-20	Accrued Interest Payable	0.00	
202-2-1-021-60	Unearned Revenue HPR256	1,873,722.00	
202-2-1-022-10	Wages Payable	0.00	
202-2-1-023-00	Sewer TMRS Due to state	0.00	
202-2-1-027-00	Bond Premium	2,564,850.30	
202-2-1-028-02	Vac Truck Lease	417,987.56	
202-2-1-028-80	Bonds Payable - Series 2013	37,200.00	
202-2-1-029-20	Bonds Payable - Series 2024A	50,095,000.00	
202-2-3-000-00	Due to other funds	114,820.00	
202-2-3-901-00	Due to Payroll Fund	-13,116.03	
202-2-3-999-00	Sewer Impact Fees	0.00	
	Total Liability:	55,146,640.46	
Equity			
202-3-1-033-00	Fund Balance	18,626,957.68	
202-3-1-033-10	Developer Contributions	-0.09	
202-3-1-033-50	Restricted for Sewer Impact	739,050.73	
	Total Beginning Equity:	19,366,008.32	
Total Revenue		2,016,344.86	
Total Expense		2,021,089.15	
Revenues Over/Under Expenses		-4,744.29	
	Total Equity and Current Surplus (Deficit):	19,361,264.03	
	Total Liabilities, Equity and Current Surplus (Deficit):	74,507,904.49	

Balance Sheet**As Of 05/31/2026**

Account	Name	Balance	
Fund: 205 - SOLID WASTE FUND			
Assets			
205-1-1-000-84	Claim on Cash Garbage	-403,026.24	
205-1-1-013-00	Accounts Receivable - UB	30,483.90	
205-1-1-013-10	Accounts receivable	95,428.23	
205-1-1-013-21	Accounts Receivable - Unbilled	33,322.40	
205-1-1-013-22	Allowance for Doubtful Account	-8,928.70	
	Total Assets:	-252,720.41	-252,720.41
Liability			
205-2-1-010-00	Accounts Payable Pooled	243,302.22	
205-2-1-021-90	Sales Tax Payable	9,126.06	
205-2-3-000-00	Due to other funds	16,219.00	
	Total Liability:	268,647.28	
Equity			
205-3-1-033-00	Fund Balance	-266,232.87	
	Total Beginning Equity:	-266,232.87	
Total Revenue		1,761,892.87	
Total Expense		2,017,027.69	
Revenues Over/Under Expenses		-255,134.82	
	Total Equity and Current Surplus (Deficit):	-521,367.69	
	Total Liabilities, Equity and Current Surplus (Deficit):		-252,720.41

Balance Sheet

As Of 05/31/2026

Account	Name	Balance	
Fund: 301 - DEBT SERVICE FUND			
Assets			
301-1-1-000-00	Debt Service Cash	1,055,806.50	
301-1-1-000-84	Claim on Cash Debt Service	-1,650,638.26	
301-1-1-000-90	Investment Account	443,717.89	
301-1-1-013-00	Property Taxes Receivable	17,494.72	
301-1-1-013-10	Allowance for Uncollect Taxes	-5,000.38	
301-1-3-000-00	Due from other funds	114,820.00	
	Total Assets:	-23,799.53	-23,799.53
Liability			
301-2-1-010-00	Accounts Payable Pooled	3,500.00	
301-2-1-010-03	Accounts Payable	0.00	
301-2-1-029-90	Deferred Taxes-I&S	12,494.34	
	Total Liability:	15,994.34	
Equity			
301-3-1-033-01	Fund Balance - Restricted	1,016,250.96	
	Total Beginning Equity:	1,016,250.96	
Total Revenue		1,508,564.15	
Total Expense		2,564,608.98	
Revenues Over/Under Expenses		-1,056,044.83	
	Total Equity and Current Surplus (Deficit):	-39,793.87	
	Total Liabilities, Equity and Current Surplus (Deficit):	-23,799.53	

Balance Sheet

As Of 05/31/2026

Account	Name	Balance	
Fund: 401 - SPECIAL REVENUE FUND			
Assets			
401-1-1-000-00	Special Revenue Cash	56,731.89	
401-1-1-000-70	Cash in bnk - Hotel/Motel Tax	0.00	
401-1-1-000-84	Claim on Cash Special Revenue	44,354.86	
	Total Assets:	101,086.75	101,086.75
Liability			
401-2-1-010-00	Accounts Payable Pooled	0.00	
401-2-1-010-05	Accounts Payable - Officers Tr	0.00	
401-2-1-021-01	Payroll tax liabilities	0.00	
	Total Liability:	0.00	
Equity			
401-3-1-033-02	Fund Balance - Child Safety	4,021.19	
401-3-1-033-04	Fund Balance - Court Security	6,920.50	
401-3-1-033-05	Fund Balance - PD Officers Tra	65,847.12	
401-3-1-033-06	Fund Balance - Seizure Funds	3,228.17	
401-3-1-033-07	FUND BALANCE HOT	540.76	
	Total Beginning Equity:	80,557.74	
Total Revenue		33,909.42	
Total Expense		13,380.41	
Revenues Over/Under Expenses		20,529.01	
	Total Equity and Current Surplus (Deficit):	101,086.75	
	Total Liabilities, Equity and Current Surplus (Deficit):		101,086.75

Balance Sheet

As Of 05/31/2026

Account	Name	Balance	
Fund: 404 - DEVELOPMENT FEES			
Assets			
404-1-1-000-00	Development Fees Cash	0.00	
404-1-1-000-50	Investment Acct-Park Fees	2,156,763.69	
404-1-1-000-51	Park Fees Account	960,730.87	
404-1-1-000-60	Investment acct-Fire Station	2,945,208.79	
404-1-1-000-70	Investment Acct-Street Fees	1,903,726.62	
404-1-1-000-84	Claim on Cash Development Fees	5,978,022.39	
404-1-1-000-90	Investment Account	1,922.60	
	Total Assets:	13,946,374.96	13,946,374.96
Liability			
404-2-1-010-00	Accounts Payable Pooled	0.00	
404-2-1-010-08	Accounts Payable - MCSF	0.00	
	Total Liability:	0.00	
Equity			
404-3-1-033-00	Fund Balance	11,952,282.87	
	Total Beginning Equity:	11,952,282.87	
Total Revenue		2,104,207.26	
Total Expense		110,115.17	
Revenues Over/Under Expenses		1,994,092.09	
	Total Equity and Current Surplus (Deficit):	13,946,374.96	
	Total Liabilities, Equity and Current Surplus (Deficit):		13,946,374.96

Balance Sheet

As Of 05/31/2026

Account	Name	Balance	
Fund: 406 - HOLDING ACCT DEV AGREEMTS			
Assets			
406-1-1-000-00	Developer Cash Holdings	0.00	
406-1-1-000-10	HPR Capital Account	0.00	
406-1-1-000-84	Claim on Cash Holding	357,450.71	
406-1-1-013-10	Accounts Receivable	0.00	
406-1-2-016-90	CIP Developer Holding	0.00	
	Total Assets:	357,450.71	<u>357,450.71</u>
Liability			
406-2-1-010-00	Accounts Payable Pooled	8,514.50	
406-2-1-010-10	Accounts Payable - Holding Acc	0.00	
406-2-1-021-60	Unearned Revenue - Holding Acc	0.00	
406-2-3-000-00	Due to Other Funds	368,290.00	
	Total Liability:	376,804.50	
Equity			
406-3-1-033-00	Fund Balance	404,676.33	
	Total Beginning Equity:	404,676.33	
Total Revenue		-242,291.36	
Total Expense		181,738.76	
Revenues Over/Under Expenses		-424,030.12	
	Total Equity and Current Surplus (Deficit):	-19,353.79	
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>357,450.71</u>	

Balance Sheet

As Of 05/31/2026

Account	Name	Balance	
Fund: 501 - CAPITAL PROJECTS FUND			
Assets			
501-1-1-000-00	Capital Projects Cash	0.00	
501-1-1-000-55	Vehicle Replacement Fund	627,057.05	
501-1-1-000-56	Project 38 Fund	0.00	
501-1-1-000-58	Escrow Cash - AHE	229,586.37	
501-1-1-000-59	Cash - CO 2022 Public Safety	63.32	
501-1-1-000-60	Cash - CO 2023 Ph1 Offsites	0.00	
501-1-1-000-61	Cash - CO 2024 Station 2	74.68	
501-1-1-000-62	ABP LLC Cash Escrow	4,729,950.39	
501-1-1-000-63	HPR Lennar Escrow	383,976.97	
501-1-1-000-64	Cash CO 2025 Govt	39,995,272.03	
501-1-1-000-84	Claim on Cash Capital Projects	-46,957,178.56	
501-1-1-000-90	Investment Account	0.00	
501-1-1-008-38	Cash - Water Bond S16	918.38	
501-1-1-026-00	Cash in LOGIC - 2000 CO	0.00	
501-1-3-000-00	Due from other funds	0.00	
	Total Assets:	-990,279.37	-990,279.37
Liability			
501-2-1-010-00	Accounts Payable Pooled	2,435,139.45	
501-2-1-010-02	Accounts payable	179,563.00	
501-2-1-010-11	Accounts Payable - Capital Pro	41,819.00	
501-2-1-021-60	Unearned Revenue - ABP	4,703,806.42	
501-2-1-021-61	Unearned Revenue - HPR Lennar	641,410.14	
501-2-1-021-65	Unearned Revenue - AHE	229,586.37	
501-2-1-028-36	Bonds Payable Series 2025 Govt	49,607,300.00	
501-2-1-028-37	Bond Premium - Series 2025 Gov	1,038,703.39	
501-2-3-000-00	Due to other funds	0.00	
501-2-3-999-00	Impact Fees - Streets	0.00	
	Total Liability:	58,877,327.77	
Equity			
501-3-1-033-03	Restricted FB - Contruction	-38,714,408.47	
501-3-1-033-50	Restricted for Street Impact	0.00	
	Total Beginning Equity:	-38,714,408.47	
Total Revenue		4,492,730.35	
Total Expense		25,645,929.02	
Revenues Over/Under Expenses		-21,153,198.67	
	Total Equity and Current Surplus (Deficit):	-59,867,607.14	
	Total Liabilities, Equity and Current Surplus (Deficit):	-990,279.37	

Balance Sheet

As Of 05/31/2026

Account	Name	Balance	
Fund: 701 - MDD			
Assets			
701-1-1-000-00	MDD Cash	2,614,738.98	
701-1-1-000-84	Claim on Cash MDD	-9,371.90	
701-1-1-000-90	Investment Account	1,746,384.49	
701-1-1-013-37	Sales Tax Receivable	203,710.56	
701-1-1-088-41	EDC cash	0.00	
701-1-2-015-00	Land	1,046,886.75	
701-1-2-015-10	Buildings and improvements	1,517,787.80	
701-1-2-017-00	Accumulated Depreciation	-94,025.00	
	Total Assets:	7,026,111.68	<u>7,026,111.68</u>
Liability			
701-2-1-010-00	Accounts Payable Pooled	6,102.25	
701-2-1-010-12	Accounts Payable -MDD	0.00	
701-2-1-021-01	Payroll tax liabilities	0.00	
701-2-1-021-02	Payroll Benefits Liability	0.00	
701-2-1-021-08	MDD HSA Bank	0.00	
701-2-1-021-09	Deferred Comp - 457	0.00	
701-2-1-021-10	Accrued Vacation	944.23	
701-2-1-022-10	Wages Payable	0.00	
701-2-1-023-00	MDD Fund TMRS due to state	0.00	
701-2-1-029-10	Bank Note Payable 2025	1,292,607.73	
701-2-3-000-00	Due to other funds	0.00	
	Total Liability:	1,299,654.21	
Equity			
701-3-1-040-10	Fund Balance - MDD	5,119,492.62	
	Total Beginning Equity:	5,119,492.62	
Total Revenue		974,207.58	
Total Expense		367,242.73	
Revenues Over/Under Expenses		606,964.85	
	Total Equity and Current Surplus (Deficit):	5,726,457.47	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u>7,026,111.68</u>

Balance Sheet

As Of 05/31/2026

Account	Name	Balance	
Fund: 801 - EMPLOYEE BENEFIT TRUST			
Assets			
801-1-1-000-00	Employee Benefit Trust Cash	925,349.28	
801-1-1-000-84	Claim on Cash EBT	-70,385.51	
801-1-1-021-00	Prepays	0.00	
	Total Assets:	854,963.77	854,963.77
Liability			
801-2-1-010-00	Accounts Payable Pooled	0.00	
801-2-1-010-13	Accounts Payable	-125,088.96	
801-2-1-021-02	Payroll Benefits Liability	-1,480.00	
801-2-3-000-00	Due to other funds	50,000.00	
	Total Liability:	-76,568.96	
Equity			
801-3-1-033-00	Fund Balance	398,403.36	
	Total Beginning Equity:	398,403.36	
Total Revenue		1,520,994.32	
Total Expense		987,864.95	
Revenues Over/Under Expenses		533,129.37	
	Total Equity and Current Surplus (Deficit):	931,532.73	
	Total Liabilities, Equity and Current Surplus (Deficit):	854,963.77	

Balance Sheet

As Of 05/31/2026

Account	Name	Balance	
Fund: 901 - POOLED CASH FUND			
Assets			
901-1-1-000-00	Pooled Cash	2,300,618.15	
901-1-3-101-00	Due from General Fund	553,074.50	
901-1-3-201-00	Due from Water Fund	56,717.04	
901-1-3-202-00	Due from Sewer Fund	31,569.61	
901-1-3-203-00	Due from Drainage Fund	1,638.44	
901-1-3-205-00	Due from Solid Waste Fund	243,302.22	
901-1-3-301-00	Due from Debt Service Fund	3,500.00	
901-1-3-401-00	Due from Special Revenue Fund	0.00	
901-1-3-402-00	Due from TIRZ Fund	0.00	
901-1-3-403-00	Due from Impact Fee Fund	0.00	
901-1-3-404-00	Due from Development Fee Fund	0.00	
901-1-3-405-00	Due from Grants	2,137.25	
901-1-3-406-00	Due from Holding Acct	8,514.50	
901-1-3-408-00	Due from Victim Advocate Grant	0.00	
901-1-3-501-00	Due from Capital Projects Fund	2,435,139.45	
901-1-3-601-00	Due from NAVO FWSD Fund	0.00	
901-1-3-701-00	Due from MDD	6,102.25	
901-1-3-801-00	Due from EBT	0.00	
	Total Assets:	5,642,313.41	<u>5,642,313.41</u>
Liability			
901-2-1-010-01	Accounts Payable Control	3,341,695.26	
901-2-1-022-10	Wages Payable	0.00	
901-2-3-000-00	Due to Other Funds	2,300,618.15	
	Total Liability:	5,642,313.41	
Equity			
901-3-1-033-00	Fund Balance	0.00	
	Total Beginning Equity:	0.00	
	Total Equity and Current Surplus (Deficit):	0.00	
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>5,642,313.41</u>	



AUBREY

★ — TEXAS — ★

FIRE DEPARTMENT

SERVING. PROTECTING. OUR COMMUNITY.

MONTHLY CALLS FOR SERVICE

★ MAY 2026 ★



911

TOTAL CALLS
FOR SERVICE

387



TOTAL UNIT
RESPONSES

867



HONOR

• INTEGRITY

• HUMILITY

• FAMILY



City of Aubrey - Police Department

May 2026 Statistical Report

Calls for Police Service		% + / -
May 2026	948	18%
May 2025	801	
YTD - 2026	4,128	16%
YTD - 2025	3,552	

Calls for Service - Dispatched		% + / -
May 2026	743	24%
May 2025	598	
YTD - 2026	3,097	17%
YTD - 2025	2,643	

Calls for Service - Officer Initiated		% + / -
May 2026	205	1%
May 2025	203	
YTD - 2026	1,031	14%
YTD - 2025	908	

Calls for Service By Area

Aubrey		% + / -
May 2026	259	13%
May 2025	230	
YTD - 2026	1,076	10%
YTD - 2025	981	

Providence Village		% + / -
May 2026	370	40%
May 2025	264	
YTD - 2026	1,505	18%
YTD - 2025	1,279	

Sandbrook		% + / -
May 2026	36	-49%
May 2025	71	
YTD - 2026	238	-15%
YTD - 2025	279	

Silverado		% + / -
May 2026	154	24%
May 2025	124	
YTD - 2026	732	34%
YTD - 2025	548	

Winn Ridge		% + / -
May 2026	107	39%
May 2025	77	
YTD - 2026	455	39%
YTD - 2025	327	

Outside ETJ		% + / -
May 2026	21	0%
May 2025	21	
YTD - 2026	81	7%
YTD - 2025	76	

Criminal Offenses/Arrests

Criminal Offenses		% + / -
May 2026	120	56%
May 2025	77	
YTD - 2026	447	28%
YTD - 2025	348	

Arrests		% + / -
May 2026	25	9%
May 2025	23	
YTD - 2026	130	11%
YTD - 2025	117	

Motor Vehicle Crashes - Aubrey

Non-Injury Crashes		% + / -
May 2026	12	-25%
May 2025	16	
YTD - 2026	47	2%
YTD - 2025	46	

Injury Crashes		% + / -
May 2026	3	0%
May 2025	3	
YTD - 2026	21	24%
YTD - 2025	17	

Motor Vehicle Crashes - Providence Village

Non-Injury Crashes		% + / -
May 2026	15	114%
May 2025	7	
YTD - 2026	36	20%
YTD - 2025	30	

Injury Crashes		% + / -
May 2026	4	300%
May 2025	1	
YTD - 2026	13	44%
YTD - 2025	9	

Traffic Stops and Citations

Traffic Stops		% + / -
May 2026	681	1%
May 2025	673	
YTD - 2026	3,636	9%
YTD - 2025	3,336	

Warnings		% + / -
May 2026	620	7%
May 2025	582	
YTD - 2026	3,347	-1%
YTD - 2025	3,384	

Total Citations		% + / -
May 2026	329	-20%
May 2025	409	
YTD - 2026	1,769	5%
YTD - 2025	1,682	

Citations - Aubrey		% + / -
May 2026	192	-38%
May 2025	310	
YTD - 2026	906	-15%
YTD - 2025	1,060	

Citations - Providence Village		% + / -
May 2026	104	46%
May 2025	71	
YTD - 2026	596	27%
YTD - 2025	471	

Citations - JP 5		% + / -
May 2026	33	18%
May 2025	28	
YTD - 2026	267	77%
YTD - 2025	151	

Top 10 Calls

Top 10 Calls			
Type of Call	Providence Village	Aubrey	Total
Suspicious Activity	41	49	90
Disturbance	38	41	79
Alarm	16	49	65
Welfare Concern	20	37	57
Traffic Crash	24	27	51
Noise Complaint	13	21	34
Motorist Assist	8	25	33
Vehicle Complaint	9	20	29
911 Hangup	6	20	26
Animal Complaint	8	17	25

Neighborhood Safety Initiative		% + / -
May 2026	17,635	52%
May 2025	11,616	
YTD - 2026	90,772	50%
YTD - 2025	60,384	

Providence Village Data

Close Patrols - Providence Village		% + / -
May 2026	4,210	7%
May 2025	3,938	
YTD - 2026	21,749	7%
YTD - 2025	20,355	

Walk Through - Providence Village		% + / -
May 2026	114	14%
May 2025	100	
YTD - 2026	541	7%
YTD - 2025	505	

Total - Providence Village		% + / -
May 2026	4,324	7%
May 2025	4,038	
YTD - 2026	22,290	7%
YTD - 2025	20,860	

Department Data

Percentage - Crime/Order Maintenance/Service Calls		
Top 10 Calls Total		489
Crime	18	4%
Service Calls	410	84%
Order Maintenance	61	12%
Reported Crime	120	13%

Authorized Strength		% + / -
Sworn - Authorized	37	89%
Sworn - Current	33	
Civilian Authorized	5	100%
Civilian - Current	5	

Criminal Investigations Statistical Data

CID Case Assignment		% + / -
May 2026	120	56%
May 2025	77	
YTD - 2026	447	28%
YTD - 2025	348	

Patrol Case Assignment		% + / -
May 2026	25	9%
May 2025	23	
YTD - 2026	130	11%
YTD - 2025	117	

CID Arrests		% + / -
May 2026	3	50%
May 2025	2	
YTD - 2026	9	-31%
YTD - 2025	13	

Case Status - Cleared by Arrest		% + / -
May 2026	28	17%
May 2025	24	
YTD - 2026	139	11%
YTD - 2025	125	

Case Status - Suspended		% + / -
May 2026	36	260%
May 2025	10	
YTD - 2026	200	156%
YTD - 2025	78	

Case Status - Cleared by Exception		% + / -
May 2026	1	0%
May 2025	0	
YTD - 2026	5	-29%
YTD - 2025	7	

Case Status - Unfounded		% + / -
May 2026	1	-1%
May 2025	3	
YTD - 2026	7	-42%
YTD - 2025	12	

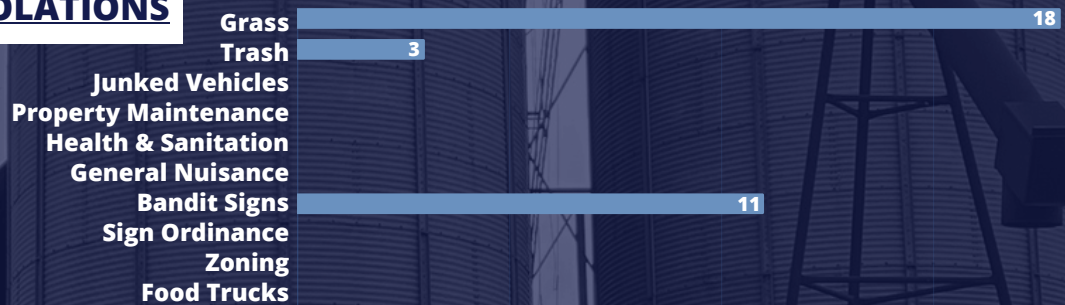
Cases - Open		% + / -
Yearly Total	753	

MUNICIPAL SERVICES REPORT FOR MAY 2026

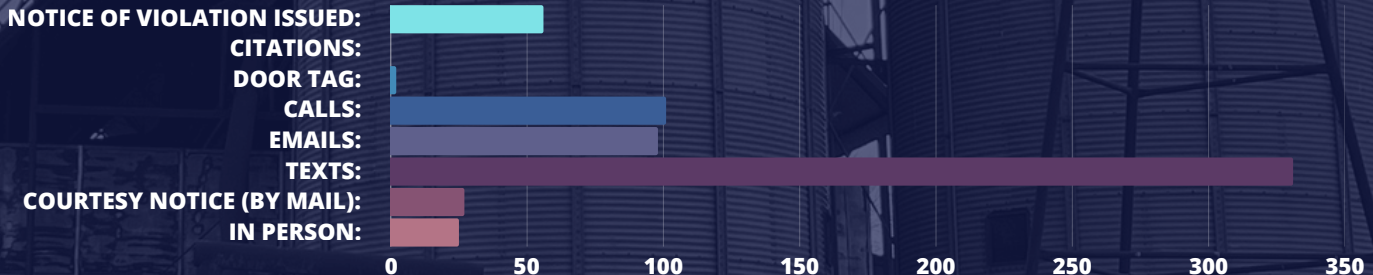
AUBREY VIOLATIONS



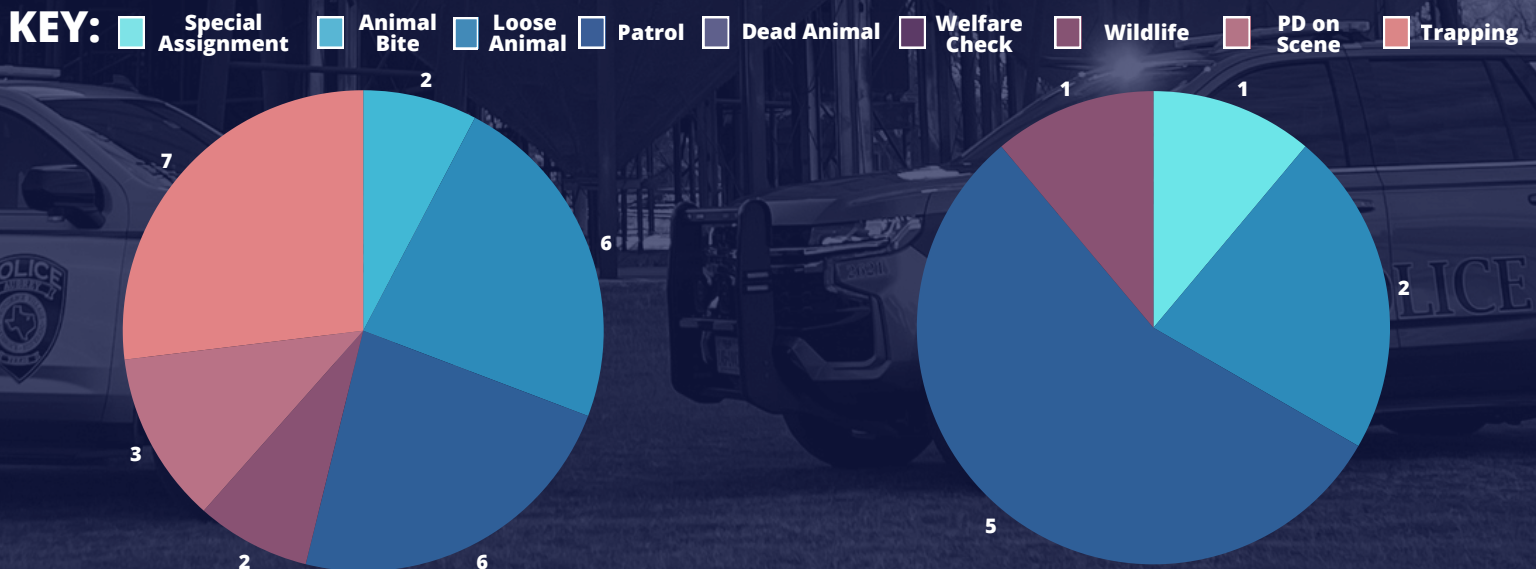
WINN RIDGE VIOLATIONS



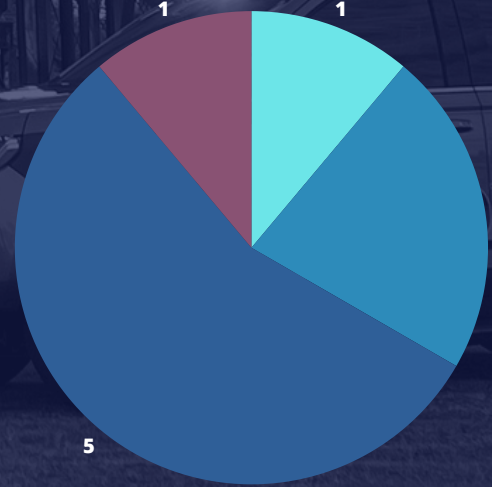
OFFICER COMMUNICATION WITH THE COMMUNITY



ANIMAL SERVICES IN AUBREY



ANIMAL SERVICES IN WINN RIDGE





City of Aubrey - Development Services May 2026 Activity Report

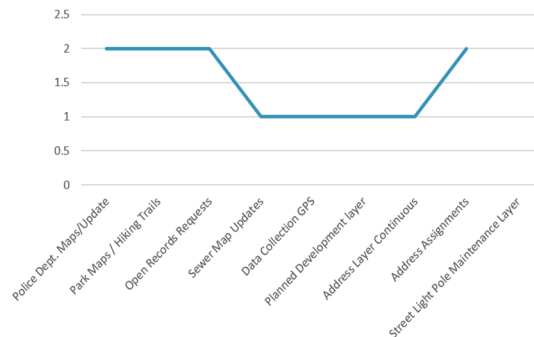
No. Permits Issued

New Single Family	94
Residential Misc	42
Commercial	20
Plat, Re-Plat, Site Plan, or Variance	6
Total	162

Fees Collected

New Single Family	\$ 264,114.85
Residential Misc	\$ 5,668.00
Commercial	\$ 85,459.43
Variance or Zoning	\$ 7,790.00
Total	\$ 363,032.28

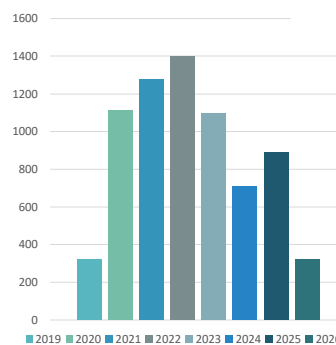
GIS Mapping



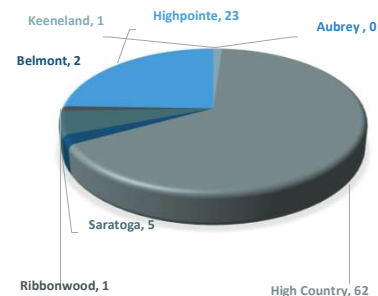
Annual New Single Family

2019	556
2020	1,113
2021	1,279
2022	1,400
2023	1,095
2024	706
2025	892
2026 YTD	318
2019 - 2026 Total:	7,359

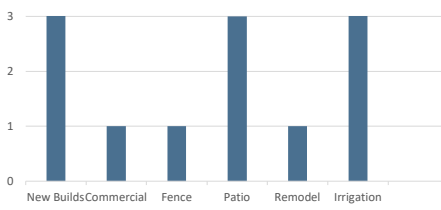
New Single Family



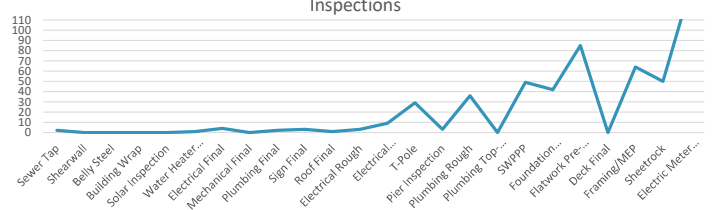
PERMITS BY SUBDIVISION



In-House Plan Reviews



Inspections



Total House Count



Location	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26
Aubrey Proper	1919	1919	1995	1522	1453	1483
Winn Ridge	1746	1746	1746	1746	1746	1746
Silverado & High Country	3811	3818	3861	3981	4004	4049
Aspen Meadows	312	312	312	312	312	312
Keeneland	177	183	186	188	189	194
Sandbrook	1874	1891	1914	1925	1936	1945
Highpointe	292	342	365	377	395	412
Belmont	34	45	46	48	48	55
Saratoga	0	0	0	0	24	28
Ribbonwood	0	0	0	0	0	0

Project Status

Ribbonwood Preliminary Plat	City Council made a motion to approve the consent items including to approve a request for a twelve-month extension of the expiration date of the Ribbonwood MUD No. 1 Preliminary Plat.
Solid Rock Preliminary Plat	City Council disapproved the Preliminary Plat for Solid Rock, consisting of three (3) lots (Lots 1 and 2, Block A, and Lot 1, Block B), being approximately 10.407 acres out of the James Bridges Jr. Survey, Abstract No. 36, generally located west of Silverado Parkway, south of Frontier Parkway, and north of FM 2931 and Liberty Road, within the City of Aubrey ETJ because the response by the applicant did not satisfy the approval conditions for the preliminary plat as stated in the April conditional approval.
Sign Regulations	City Council made a motion to approve the Zoning Ordinance amendment for sign regulations; adopting a new Chapter 17 "Sign Regulations" of the Code of Ordinance of the City of Aubrey regulating signagewithin the corporate limits and ETJ.
Comprehensive Plan Amendment (ORD 957-26)	City Council made a motion to approve ORD 957-26 amending the comprehensive plan to change the Future Land Use designation for an approximate 10.0 acres of land located in the John Ryan Survey, Abstract No. 1069, Denton County, Texas, and generally located at 8445 FM 2931, recently annexed into the City of Aubrey, and amending Map 3, "Future Land Use Plan" of the Comprehensive Plan, from the general land use designation for the Property from "Rural Life" to "Public/Institutional". (DCAD Parcel ID No. 52432 - Aubrey Fire Station No. 4)

Zoning Change (ORD 958-26)	City Council made a motion to approve ORD 958-26 amending the zoning ordinance to rezone an approximate 10.00 acres of land located in the John Ryan Survey, Abstract No. 1069, Denton County, Texas and generally located at 8445 FM 2931, recently annexed into the City of Aubrey, from Unzoned to General Retail (GR). (DCAD Parcel ID No. 52732 - Aubrey Fire Station No. 4)
Chaparral Center Preliminary Plat	City Council made a motion to approve as presented a Preliminary Plat application for Lots 1-12, Block A, Chaparral Center, being approximately 27.423 acres out of the Francisco Trevino Survey, Abstract No. 1243, generally located north of FM 428 (Spring Hill Road) and east of U.S. Highway 377, City of Aubrey, Denton County, Texas.
Chaparral Center Final Plat	City Council made a motion to approve the Final Plat upon compliance with the condition as presented for Lots 1-12, Block A, Chaparral Center, being approximately 27.243 acres out of the Francisco Trevino Survey, Abstract No. 1243, generally located north of FM 428 (Spring Hill Road) and east of U.S. Highway 377, City of Aubrey, Denton County, Texas.
Sandbrock Ranch Preliminary Plat	City Council made a motion to approve the Preliminary Plat as presented for Block D, Lots 1-85, 97X-101X; Block E, Lots 1-43, 44X; Block F Lots 1-42, 43X-44X; Block G, Lots 1-19; Block H, Lots 1-4, 5X; Block I, Lot 1X; and Block J, Lot 1X; Sandbrock Ranch, Phase 16, to create 193 residential lots, 3 right-of-way lots, and 8 common area lots, being approximately 59.089 acres out of the William Lumpkin Survey, Abstract No. 730, generally located west of FM 1385 and south of Sandbrock Parkway, City of Aubrey ETJ, Municipal Utility District No. 6, Denton County, Texas.
Sandbrock Ranch Final Plat	City Council made a motion to approve the Final Plat as presented for Block D, Lots 1-85, 97X-101X; Block E, Lots 1-43, 44X; Block F Lots 1-42, 43X-44X; Block G, Lots 1-19; Block H, Lots 1-4, 5X; Block I, Lot 1X; and Block J, Lot 1X; Sandbrock Ranch, Phase 16, to create 193 residential lots, 3 right-of-way lots, and 8 common area lots, being approximately 59.089 acres out of the William Lumpkin Survey, Abstract No. 730, generally located west of FM 1385 and south of Sandbrock Parkway, City of Aubrey ETJ, Municipal Utility District No. 6, Denton County, Texas.

City of Aubrey - Public Works



May 2026 Activity Report

Water Production MG

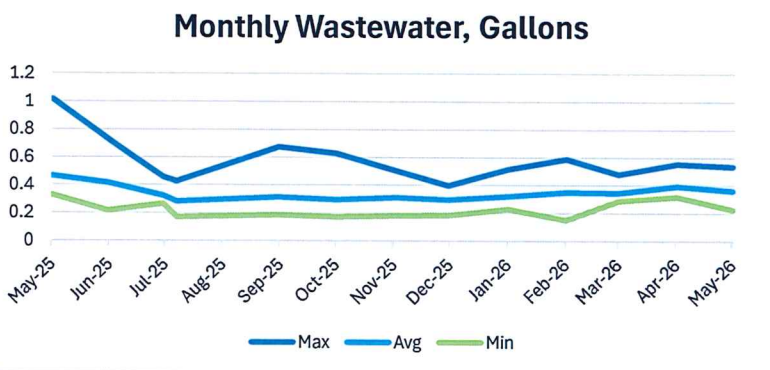
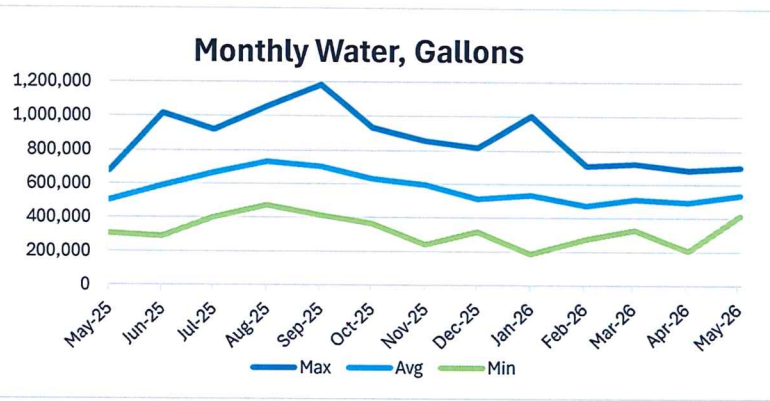
May-26	16,531,400
Apr-26	14,739,400
Mar-26	15,751,800
Daily Average Gal	522,473

Wastewater Treatment MG

May-26	10,834,000
Apr-26	11,785,000
Mar-26	10,354,000
Daily Average Gal	366,367

Work Orders

Water & Sewer Maintenance	91
Cut-offs Non Payment	9
Street/Parks	60
Line Locates	91
Billing and Meters	136
Total	387



Fees Collected

	May-26
Water Impact	\$253,754.00
Sewer Impact	\$486,821.00
Roadway Impact	\$80,682.36
Parks Fee	\$141,000.00
Total	\$962,257.36

Projects

Highpointe 4A	Ready for paving. Harper is grading the roads.
HighPointe 4B	Finishing clean up, water and sewer. Storm drain scheduled to be installed next week.
HighPointe East Phase 1	Wrapping up punch list items for final acceptance on June 13 special agenda.
HighPointe East Phase 2	Installing sewer line and sewer services.
Rockhill Pump Station	Began construction on masonry walls to pump station building.
Rockhill Ground Storage Tank	Ringbeam/drainage improvements complete, tank builders began construction of tank.
Hill St Ground Storage Tank	Inside paint abrasive blast completed, primer coat completed.
Veterans Park Phase 2	Trip scheduled for 6/12 to assess the digital display sign.
Sports Complex	Received CMAR request for qualifications.
Aubrey Heights	Sealing manholes w/ conshield concrete, hauling dirt to fill pond, installing boxes & cable.
Palomino	Most sidewalks installed, finished franchise work, installing irrigation lines.
City Hall/Dane Street	Waiting on acceptance documents to formally accept possibly at June council meeting.
Chaparral Center	Installing sewer, didn't have materials to finish storm drain. Running Sewer line.
Chaparral Ridge	Finished grade work, surveying lots, marking retaining walls.
Aubrey Retail	Installed part of water main, backfilling for compaction for building foundation.
Redfearn (Mylar)	Finished water main installation, installed drainage flume, chlorinated water main.
FM 428 Paralled Forcemain	Approximately 75% complete with 18" HDPE SSL.
FM 428 Is Improvement	Finished bypass, installed metering manhole, working on electrical underground conduit.
Ribbonwood	12 mo. Extension to preliminary plat approved at City Council meeting on 5/28/2026.



City of Aubrey
Departmental Report
Library

To: City Council Members

From: Brittany McLain, Library Director

RE: Departmental Report - May. 2026

Monthly Report			May 2026	Fiscal Year to date
People & Activity	New Cards Issued	152		860
	Number of Patrons	3948		24581
	Patrons per Hour (Average)	25		19
	Volunteer Hours / Persons	14/5		159
	Number of Days Open	19		158
	Number of Hours Open	158		1297
Material Usage	Total Items checked out	11216		79057
	Items per Hour (Average)	71		61
	Adult Material Checked Out	1438		10554
	Juvenile Material Checked Out	7763		54304
	Notary Sessions	78		278
	Digital Materials Checked Out	2015		14199
	Interlibrary shipped	115		1138
	Interlibrary received	83		920
	Reference	212		1649
	Computer Sessions	239		1647
	Computer Usage (hours)	198		1330
Programs	Community Center Event Hrs	n/a		6.5
	Total Number of Programs	31		272
	Total Program Attendance	740		4857