

City Council Meeting

Community Center and Council Chamber Dedication

Aubrey City Council Chambers
226 Countryside Drive
Aubrey, TX 76227
September 26, 2024
5:00 PM



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

Notice Regarding Remote Participation of Council Members

Pursuant to Section 551.127, Texas Government Code, one or more Council Members may attend this meeting remotely using videoconferencing technology. A quorum of the board will be physically present at the location provided above.

5:00 p.m. - Community Center and City Council Chamber Dedication The City of Aubrey City Council, Aubrey Municipal Development District, Aubrey Planning and Zoning Commission, Aubrey Board of Adjustment, Aubrey Area Library Board, and/or Aubrey Parks & Recreation Board may have a quorum in attendance at a dedication, reception and ribbon cutting for the new Community Center and City Council Chambers.

6:00 p.m. - Regular Meeting: Call to Order - Determine if a Quorum is Present:

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

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

Announcements:

- Annual Peanut Festival, October 5th beginning at 9:00 a.m.
- National Night Out will be October 1st.
- Trunk or Treat and Movie in the Park, October 26th at the library at 5:30 p.m.

Presentations:

- Public Works New Hires
- Fire Department New Hires and Swear-ins
- Police Department New Hires and Swear-ins

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

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

1. Approve minutes of the August 22, 2024 and August 28, 2024 meetings.
2. Approve Monthly Staff Reports
3. Approve Monthly Financial Report.
4. Approval of the Authorized Personnel List
5. Approval of Ordinance 873-24 designating an official newspaper for the City of Aubrey.
6. Approval of Resolution 981-24 appointing Art Maldonado as Presiding Municipal Judge of the Aubrey Municipal Court for a two year term.
7. Approval of Resolution 982-24 appointing Brian Holman as an Associate Judge of the Aubrey Municipal Court for a two year term
8. Approval of Ordinance 874-24 amending Chapter 12 "Traffic and Vehicles", Article 12.02 "Traffic Control Devices" to amend Section 12.02.010 "Stop Signs" EXHIBIT A by adding three stop signs at the intersection of Main Street and Sherman Drive.

9. Award a bid for Matthew's Park Improvements to D. L. Meacham for an amount not to exceed \$445,010.00 and authorize the City Manager to execute necessary documents.
10. Approve a Professional Engineering Services Agreement with Birkhoff, Hendricks and Carter for the design of a 0.5 MG Ground Storage Tank and a 1.5 MGD Pump Station at the existing Faulkner Pump Station Site for an amount not to exceed \$338,400 and authorize the City Manager to execute any necessary documents.
11. Approve a Professional Engineering Services Agreement with Birkhoff, Hendrick and Carter for the design of the Pecan Creek Sewer Lift Station Expansion and Parallel Force Main for an amount not to exceed \$685,600.00 and authorize the City Manager to execute any necessary documents.
12. Approve a Professional Engineering Services Agreement Amendment with Birkhoff, Hendricks and Carter for the Rockhill Water Pump Station Improvements for an amount not to exceed \$559,633 and authorize the City Manager to execute any necessary documents.
13. Approve an Interlocal Agreement with the City of Krugerville for Fire and EMS services and authorize the Mayor to execute any necessary documents.
14. Approve an Interlocal Agreement with the City of Krugerville for Library Services and authorize the Mayor to execute any necessary documents.
15. Approve an Interlocal Agreement with the Krugerville Community Development Corporation for Library Services and authorize the Mayor to execute any necessary documents.
16. Approve acceptance of the Pump Station Generator Improvements and authorize final payment to C.C. McDonald Electric, Inc. in the amount of \$39,018.80.
17. Approve a Special Event Permit Application for the Denton Breakfast Kiwanis 42nd Annual Turkey Roll Bicycle Rally.
18. Approve a Special Events Request for Waiver of Fees from the Denton Breakfast Kiwanis 42nd Annual Turkey Roll Bicycle Rally Event.
19. Consider and take action on an Interlocal Agreement with the Capital Area Council of Governments for a government management software license.
20. Approve a final payment to THI Water Well Company for emergency repairs to the Rockhill Water Well in the amount of \$152,860.35.
21. Approve an Ordinance amending Ordinance No. 741-22 creating a Tax Increment Reinvestment Zone No. 3 to correct a scrivener's error and providing an effective date, City of Aubrey, Texas. (High Point Ranch Development)

22. Consider and act on a Resolution approving a Government Obligation Contract providing for the Vactor Combination Single Engine Sewer Cleaner (KS StateBank); and authorizing the City Manager and necessary City Staff to execute necessary documents.

New Business: New items requested for consideration.

1. Receive a presentation regarding the Final Pricing of the Combination Tax and Revenue Certificates of Obligation, Series 2024A.
2. Consideration and action on an Ordinance providing for the issuance of City of Aubrey, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024A in the not to exceed aggregate principal amount of \$60,000,000 for water and wastewater improvements and related cost; levying a tax in payment thereof; prescribing the form of said certificates; authorizing the execution and delivery of a bond purchase agreement, and a paying agent/registrar agreement; approving the official statement; and enacting provisions incident and relating to the subject and purposes of this Ordinance.
3. Hold a public hearing, consider and act on an Ordinance approving a Specific Use Permit to allow for the sale of alcoholic beverages in conjunction with a restaurant use for the property located at 202B S. Main, Aubrey, Denton County, Texas. (*Dos Mezclas Restaurant*)
4. First reading: Discussion regarding a Resolution approving a Project of the Aubrey Municipal Development District providing a Targeted Improvement grant with Dos Mezclas Restaurant located at 202 B South Main Street for \$30,000
5. Conduct a public hearing in accordance with Texas Local Government Code Section 43.0673(a) and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed voluntary annexation of an approximately 20 acre tract of land being the hereinafter described territory known as Denton CAD IDs 51970 and 557569, situated in the Francisco Trevino Survey, Abstract No. 1243, and to include any adjacent right-of-way, Denton County, Texas; and extending the boundary limits of the City so as to include the described property. The property is generally located south of E. Blackjack Road, west of FM 2931, and east of US Hwy 377. DCAD Parcel ID's 51970 and 557569. (Blackjack Pretium Capital, LLC)
6. Consideration and action on an Ordinance annexing an approximate 20 acre tract of land being the hereinafter described territory known as Denton CAD IDs 51970 and 557569, situated in the Francisco Trevino Survey, Abstract No. 1243, and to include any adjacent right-of-way, Denton County, Texas; and extending the boundary limits of the City so as to include the described property. The property is generally located south of E. Blackjack Road, west of FM 2931, and east of US Hwy 377. (Blackjack Pretium Capital, LLC)
7. Hold a public hearing, consider and act on an Ordinance amending Exhibit 14A, "Zoning Ordinance," in Chapter 14, "Zoning" of the Code of Ordinances of the City of

Aubrey, Texas, and the official Zoning Map of the City for a change of zoning from unzoned land previously located in the City of Aubrey Extraterritorial Jurisdiction to Planned Development District (PD) with base zoning district of C – Commercial on approximately 20 acres of land located in the Francisco Trevino Survey, Abstract No. 1243, Denton County, Texas. The property is generally located south of E. Blackjack Road, west of FM 2931, and east of US Hwy 377. DCAD Parcel ID's 51970 and 557569. (Blackjack Pretium Capital, LLC)

8. Conduct a public hearing in accordance with Texas Local Government Code Section 43.0673(a) and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed voluntary annexation of approximately 47.3 acres of land being the hereinafter described territory known as Denton CAD IDs 77033 and 52575, located in the J. Bridges Jr. Survey, Abstract No. 36, and to include any adjacent right-of-way, Denton County, Texas; and extending the boundary limits of the City so as to include the described property. The property is generally located west of FM 2931, north of Frontier Parkway, and east of future Silverado Parkway. (Palomino)
9. Consideration and action on an Ordinance annexing approximately 47.3 acres of land being the hereinafter described territory known as Denton CAD IDs 77033 and 52575, situated in the J. Bridges Jr. Survey, Abstract No. 36, and to include any adjacent right-of-way, Denton County, Texas; and extending the boundary limits of the City so as to include the described property. The property is generally located west of FM 2931, north of Frontier Parkway, and east of future Silverado Parkway. (Palomino)
10. Hold a public hearing, consider and act on an Ordinance regarding an amendment to Exhibit 14A, "Zoning Ordinance," in Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas, and the official Zoning Map of the City as requested in an application for a change of zoning from unzoned land previously located in the City of Aubrey Extraterritorial Jurisdiction to Planned Development District (PD) with base zoning districts of SF75 – Single-Family Residential 7,500 Square Feet and GR – General Retail on approximately 47.3 acres of land located in the J. Bridges Jr. Survey, Abstract No. 36, Denton County, Texas. The property is generally located west of FM 2931, north of Frontier Parkway, and east of future Silverado Parkway. DCAD Parcel ID's 77033 and 52575. (Palomino)
11. Consider and act on an Ordinance annexing approximately 53.26 acre tract of land being the hereinafter described territory known as the full right-of-way width of FM 2931, beginning north of the intersection of FM 2931 and Frontier Parkway, continuing north to the intersection of FM 2931 and Spring Hill Road, and any additional adjacent right-of-way, Denton County, Texas; and extending the boundary limits of the City so as to include the described property.
12. Consideration and action on removing and/or appointing member(s) to the Aubrey Area Library Advisory Board.

13. Consideration and action on removing and/or appointing member(s) to the Aubrey Municipal Development District Board.

Department Updates and Discussion:

1. Administration & Finance:
2. Library: New Staff
3. Fire Department: Station Updates
4. Police Department:
5. Public Works:
6. Human Resources:
7. Municipal Development:

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

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

1. **Section 551.071(1) and (2) Consultation with Attorney.** For Council to seek the advice of its attorney about pending or contemplated litigation or a settlement offer and to consult with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act:
 - High Pointe Ranch Development
 - Blackjack Development Agreement
 - Silverado Development Agreement
 - Knuckles Road Development
 - Highmeadow Development
 - Springhill Development
 - West Sherman Development
 - Project 38 / South Magnolia and Blackjack Road property acquisition
 - *City of Aubrey, Texas and Town of Providence Village, Texas v. Denton County Fresh Water Supply District 8-A, et al*, Cause No. 24-1985-431, Denton County, Texas
 - Wastewater Treatment Plant Improvements and contracts

2. **Section 551.072 Real Property.** Deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
 - Property acquisition for municipal purposes
3. **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:
 - Silverado Development
 - Knuckles Road Development
4. **551.074 Personnel Matters.** Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of public officer or employee or to hear a complaint or charge against an officer or employee: City Manager

Motion to Recess into Executive Session.

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

1. Consider and take appropriate action regarding the award and rejection of bids for the Wastewater Treatment Plant project and contract documents; and authorizing the City Manager to execute necessary documents.

-ADJOURN-

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

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

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

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



City Council Meeting

Community Center and Council Chamber Dedication Staff Report September 26, 2024

Agenda Item

Approve minutes of the August 22, 2024 and August 28, 2024 meetings.

Staff Contact

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

Summary

Minutes of the August 22nd and August 28th meetings are presented for your approval.

Financial Summary

N/A

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve the August 22nd and August 28th meeting minutes.

City Council Meeting Minutes

Aubrey City Hall
107 S Main St
Aubrey, TX
76227
August 22, 2024
6:00 PM



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

Present: Erin Allen, Chuck Fikes, Randy Jones, Matt Jones

Absent: Jeff Perry

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

Pastor Clarence Dalwrimple with Faith Assembly provided the invocation.

Community Announcements:

Announcements:

- Annual Peanut Festival, October 5th beginning at 9:00 a.m.
- National Night Out will be October 1st.
- Trunk or Treat and Movie in the Park, October 26th at the library at 5:30 p.m.
- Business Resource Fair, August 28th at the Aubrey Area Library Community Center from 4:30 to 6:30 p.m.

Presentations:

- Live United Proclamation
- Constitution Week Proclamation
- Development Services New Hire
- Police Department Promotion
- **Denise Andrews received the Constitution Week Proclamation**

- **Carrell Ann Simmons and Teddy Yan received the Live United Proclamation**
- **Leanne Wilson announced the new Chief Building Official, Josh McConnell.**
- **Chief Brooks announced the promotion of Dylan Scott to Sergeant and held the ceremonial badge-pinning.**

Citizen Input: None

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

1. Approve minutes of the July 25, 2024 Regular Meeting and July 31, 2024 Special Meeting and Workshop.
2. Approve Monthly Staff Reports
3. Approve Monthly Financial Report.
4. Approve the transfer of ownership of a 2017 Ford Explorer and a 2019 Chevrolet Tahoe from the City of Aubrey to the Town of Providence Village due to established vehicle replacement criteria and authorize the Police Department to execute title transfer documents on behalf of the City of Aubrey.
5. Authorize 2017 Ford Explorer and 2014 Chevrolet Tahoe to be disposed of by public auction and authorize the Police Department to execute necessary documents on behalf of the City of Aubrey.
6. Resolution 977-24 accepting a dedication of approximately 0.47 acre tract of real property situated in the F. Trevino Survey, abstract No 1243, City of Aubrey, Denton County, Texas for Municipal use, and authorizes the Mayor to execute necessary documents.
7. Approve a Professional Engineering Services Agreement with Birkhoff, Hendricks and Carter for a Stormwater Master Plan and Stormwater Utility District Rate Study, in the amount not to exceed \$110,000, and authorize the City Manager to execute the agreement.
8. Approve a Professional Engineering Services Agreement with Birkhoff, Hendricks and Carter for the Dane Street Roadway Improvements and City Hall Parking Lot, in the amount not to exceed \$129,800, and authorize the City Manager to execute the agreement.
9. Approval of Ordinance 864-24 amending Chapter 9, "Personnel", Article 9.01 of the Code of Ordinances regarding the City's participation in Texas Municipal Retirement Benefits by authorizing annually accruing Updated Service Credits and annually accruing cost of living adjustment; and providing an effective date.
10. Approve a Permanent Sanitary Sewer Easement Acquisition for the Aubrey Blackjack Sewer Improvement Project.
11. Approve a Permanent Sanitary Sewer Easement Acquisition for the KLLB AIV Sewer Improvement Project.
12. Approve a Permanent Sanitary Sewer Easement Acquisition for the Highpointe Corner Sewer Improvement Project.
13. Approving the City Manager to enter into a professional services agreement with Westwood Consulting for a Downtown Farmers Market concept plan in the amount of \$24,500.
14. Approve a Professional Engineering Services Agreement Amendment with Mead &

- Hunt for the design of the Wastewater Treatment Plant Expansion in the amount of \$64,027, and authorize the City Manager to execute necessary documents.
15. An Ordinance approving a settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division, regarding the company's 2024 rate review mechanism filings, and adopting tariffs that reflect the rate adjustments.
 16. Approve disposal of computers replaced during the capital replacement program.
 17. Approve a Professional Engineering Services Agreement with Westwood Professional Services, Inc. for Trivedi Park, Phase I, in the amount not to exceed \$99,900, and authorize the City Manager to execute the agreement.
 18. Acceptance of the understanding of continuing services for City Auditor and authorizing the Mayor to execute said contract on behalf of the City.

Council Member Chuck Fikes made a motion to approve the consent agenda. Council Member Randy Jones seconded. Motion Passed (4:0). None opposed.

Recess into Tax Increment Reinvestment Zone No. 1, City of Aubrey, Texas Board Meeting

Recessed into the Tax Increment Reinvestment Zone No. 1, City of Aubrey, Texas board meeting at 6:13 p.m.

Call to Order

Present: Erin Allen, Chuck Fikes, Randy Jones, Matt Jones

Absent: Jeff Perry

1. Consider and make a recommendation to City Council regarding an Ordinance approving the proposed amendment to the approved Amended Project Plan and Financing Plan for Tax Increment Reinvestment Zone Number One, City of Aubrey, Texas (the "zone") resulting in the decrease of the participation rate pursuant to Chapter 311, Texas Tax Code.

Abdi Yassin, with Municap, provided information.

Board Member Randy Jones made a motion to recommend approval of the amendment Ordinance. Board Member Chuck Fikes seconded. Motion Passed (3:1). Board Member Erin Allen opposed.

Reconvene into Regular Session

Reconvened into regular session at 6:17 p.m.

New Business: New items requested for consideration.

1. Hold a Public Hearing, Consider and take appropriate action regarding an Ordinance of the City Council of Aubrey, Texas, approving the proposed amendment to the approved Amended Project Plan and Financing Plan for Tax Increment Reinvestment Zone No. 1, City of Aubrey, Texas (the "zone") resulting in the decrease of the participation rate pursuant to Chapter 311, Texas Tax Code.

The Public Hearing opened at 6:17 p.m. and closed at 6:18 p.m.

Abdi Yassin, with Municap, provided information.

Council Member Randy Jones made a motion to approve the Ordinance of the City Council of Aubrey, Texas, approving the proposed amendment to the approved Amended Project Plan and Financing Plan for Tax Increment Reinvestment Zone No. 1, City of Aubrey, Texas (the “zone”) resulting in the decrease of the participation rate pursuant to Chapter 311, Texas Tax Code. Council Member Chuck Fikes seconded. Motion Passed (3:1). Council Member Erin Allen opposed.

2. Presentation from Rodney Dryden, from Hub International, regarding the city's health insurance plans, and consideration and action for making plan changes.

Rodney Dryden, with Hub International, provided information.

Council Member Erin Allen made a motion to approve changes to the benefit plan, as presented, and authorize the City Manager to execute the necessary documents for the health insurance plan changes. Council Member Chuck Fikes seconded. Motion Passed (4:0). None opposed.

3. Hold a Public Hearing, Consider and take appropriate action regarding an Ordinance of the City Council of Aubrey, Texas, making appropriations for the support of the City, appropriating money to a sinking fund to pay interest and principal of the City's indebtedness; approving and adopting the annual Budget of the City of Aubrey, Texas for the 2024-2025 Fiscal Year; providing for the filing of the budget in the Office of the City Secretary; and providing an effective date.

Finance Director Mike English provided information.

The Public Hearing opened at 6:23 p.m. and closed at 6:26 p.m.

Council Member Randy Jones made a motion to approve an Ordinance of the City Council of Aubrey, Texas, making appropriations for the support of the City, appropriating money to a sinking fund to pay interest and principal of the City's indebtedness; approving and adopting the annual Budget of the City of Aubrey, Texas for the 2024-2025 Fiscal Year, excluding the MDD budget. Council Member Chuck Fikes seconded. Motion Passed (4:0). None opposed.

ROLL CALL VOTE:

**Chris Rich: For
Jeff Perry: Absent
Matt Jones: For
Erin Allen: For
Randy Jones: For
Chuck Fikes: For**

4. Hold a Public Hearing, Consider and take appropriate action regarding an Ordinance of the City Council of the City of Aubrey, levying taxes and fixing and adopting the tax rate on all taxable property for the year 2024 at the rate of \$0.464000 per one hundred dollars (\$100.00) assessed value on all taxable property within the corporate limits of the City of Aubrey, Texas; the said tax rate having a maintenance and

operations component and a debt service component; providing when taxes shall become due and when same shall become delinquent if not paid together with penalties and interest thereon; and providing an effective date.

Finance Director Mike English provided information.

The Public Hearing opened at 6:27 p.m. and closed at 6:28 p.m.

Council Member Erin Allen made a motion that the property tax rate be increased by the adoption of a tax rate of \$0.464 per \$100 of taxable value, which is effectively a 43.06% increase in the tax rate and approving the Ordinance. Council Member Chuck Fikes seconded. Motion Passed (4:0). None opposed.

ROLL CALL VOTE:

**Chris Rich: For
Jeff Perry: Absent
Matt Jones: For
Erin Allen: For
Randy Jones: For
Chuck Fikes: For**

5. Consideration and action on a Resolution ratifying the property tax revenue increase reflected in the Budget for Fiscal Year 2024-2025.

Finance Director Mike English provided information.

Council Member Erin Allen made a motion to approve the Resolution ratifying the property tax revenue increase reflected in the Budget for Fiscal Year 2024-2025. Council Member Matt Jones seconded. Motion Passed (4:0). None opposed.

ROLL CALL VOTE:

**Chris Rich: For
Jeff Perry: Absent
Matt Jones: For
Erin Allen: For
Randy Jones: For
Chuck Fikes: For**

6. Conduct a Public Hearing regarding a request from Republic Services of Lewisville for a CPI rate increase for Residential Solid Waste and Recycling Collection Services and Containers and for Commercial Solid Waste Collection Services and Containers; discussion of same.
 - Presentation of rate increase request from Republic Service
 - Public Comment
 - Discussion by Council

The Public Hearing opened at 6:30 p.m. and closed at 6:36 p.m.

Cheryl Brock, with Republic Services, provided information.

7. Consider and take appropriate action regarding Ordinance No. 869-24 amending Ordinance No. 781-24 approving an Exclusive Agreement for Solid Waste and Recycling Services between the City and Republic Services of Lewisville (the "Franchise Agreement") to increase various Residential solid waste collection and recycling rates, including rates for containers, to increase various Commercial solid waste collection rates, including rates for containers; providing for a change in bulk waste pickup frequency; approving the amendment of the Franchise Agreement; providing an effective date of October 1, 2024 for the implementation of amendments; and authorizing the Mayor to execute necessary documents.

Director of Development Services & Public Works Leanne Wilson provided information.

Council Member Erin Allen made a motion to approve Ordinance No. 869-24 amending Ordinance No. 781-24 approving an Exclusive Agreement for Solid Waste and Recycling Services between the City and Republic Services of Lewisville (the "Franchise Agreement") to increase various Residential solid waste collection and recycling rates, including rates for containers, to increase various Commercial solid waste collection rates, including rates for containers; providing for a change in bulk waste pickup frequency; approving the amendment of the Franchise Agreement; providing an effective date of October 1, 2024 for the implementation of amendments; and authorizing the Mayor to execute necessary documents. Council Member Randy Jones seconded. Motion Passed (4:0). None opposed.

8. Consider and take appropriate action regarding Ordinance No. 870-24 amending Chapter 13, "Utilities", Article 13. 02, "Solid Waste and Recycling", Section 13.02.005, "Monthly Rates" of the Aubrey Code of Ordinances to amend various rates for solid waste and recycling collection services provided to residential and commercial customers; and providing an effective date of October 1, 2024.

Director of Development Services & Public Works Leanne Wilson provided information.

Council Member Erin Allen made a motion to approve Ordinance No. 870-24 amending Chapter 13, "Utilities", Article 13. 02, "Solid Waste and Recycling", Section 13.02.005, "Monthly Rates" of the Aubrey Code of Ordinances to amend various rates for solid waste and recycling collection services provided to residential and commercial customers; and providing an effective date of October 1, 2024. Council Member Randy Jones seconded. Motion Passed (4:0). None opposed.

9. Consideration and action on a Site Plan application for proposed Lot 1, Block A, Aubrey High School Addition, being approximately 63.613 acres out of the Francisco Trevino Survey, Abstract 1243 generally located south of FM 428 (Spring Hill Road) and east of U.S. Highway 377, City of Aubrey, Denton County, Texas. (A/SD)

City Planner Helen-Eve Beadle provided information.

Council Member Erin Allen made a motion to approve the Site Plan application

for proposed Lot 1, Block A, Aubrey High School Addition subject to conditions. Council Member Randy Jones seconded. Motion Passed (4:0). None opposed.

Conditions:

1. Approval of the mechanical screening equipment variances and revision of NOTE #2 to reflect P&Z and Council consideration/approval;
 2. Annexation (practice field) and zoning of additions to property shall be applied for; and
 3. An updated lighting and photometric plan meeting the City's standards shall be submitted for review.
10. Consideration and action on a Final Plat application for Lot 1, Block A, Aubrey High School Addition, being approximately 63.613 acres out of the Francisco Trevino Survey, Abstract 1243 generally located south of FM 428 (Spring Hill Road) and east of U.S. Highway 377, City of Aubrey, Denton County, Texas. (A/SD)

City Planner Helen-Eve Beadle provided information.

Council Member Randy Jones made a motion to approve with the conditions that other requirements for filing shall be provided for filing (signed Final Plat, tax certificate for filing, and filing fees.). Council Member Chuck Fikes seconded. Motion Passed (4:0). None opposed.

11. Consideration and action on a Preliminary Plat application for Lots 1-13, Block A, Highpointe Commercial, being approximately 27.243 acres out of the Francisco Trevino Survey, Abstract 1243 generally located north of FM 428 (Spring Hill Road) and east of U.S. Highway 377, City of Aubrey, Denton County, Texas. (Highpointe Commercial, LLC)

City Planner Helen-Eve Beadle provided information.

Council Member Erin Allen made a motion to approve a Preliminary Plat application for Lots 1-13, Block A, Highpointe Commercial, being approximately 27.243 acres out of the Francisco Trevino Survey, Abstract 1243 generally located north of FM 428 (Spring Hill Road) and east of U.S. Highway 377, City of Aubrey, Denton County, Texas with the 6 conditions outlined. Council Member Randy Jones seconded. Motion Passed (4:0). None opposed.

Conditions:

1. Pursuant to Chapter 10, Article 2, Procedures. *The preliminary plat/plans do not provide adequate service to support the development.*

Section 3. Procedures and Submission Requirements for Preliminary Plat Approval.

3.01 Generally.

2. Pursuant to Chapter 10, Article 3, Subdivision Design Standards. *The*

preliminary plat does not provide adequate service from streets.

Section 1. Streets.

Section 1.03 Adequacy of Streets and Thoroughfares,

Section 2. Perimeter and Approach Streets.

2.01 Policy and Purpose.

2.03 Specific Perimeter Street Requirements.

2.04 Requirement for Dedication and Construction of Approach Streets.

- 3. City Engineer's report dated City Engineer memorandum dated August 20, 2024.**
 - 4. City Planner's memorandum review dated August 22, 2024.**
 - 5. There are mechanisms in place through an owners'/developers' agreement for completion of the collector road and the roadway shall be completed prior to final plat approvals for any of the Highpointe Commercial Preliminary Plat, Block A, Lots 1 and 13. Fire lane, access and utility easements for Lots 9 through 13 shall be satisfied for Final Plat(s).**
 - 6. An amended assignment letter with Highpointe Corner, LLC shall be submitted outlining the construction and timing of the collector and approval by City Council.**
12. Conduct the first public hearing in accordance with Texas Local Government Code Section 43.063(a) and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of a portion of FM 2931, beginning at the intersection of FM 2931 and Frontier Parkway, continuing north to the intersection of FM 2931 and Spring Hill Road, and any additional adjacent right-of-way, Denton County, Texas.

The Public Hearing opened at 6:56 p.m. and closed at 6:57 p.m. There were no speakers.

City Planner Helen-Eve Beadle provided information.

13. Update and discussion on the Final Plan of Finance to fund project cost of FY 2024- 2025 Utility Capital Improvement Projects.

Finance Director Mike English provided information. No action taken.

14. Receive a report, hold a discussion, and take action on awarding a bid to Gracon Construction, Inc. for a 2.25 MGD Wastewater Treatment Plant

Expansion in the amount not to exceed \$39,957,140 and authorize the City Manager to execute necessary documents.

Director of Development Services & Public Works Leanne Wilson provided information.

Council Member Randy Jones made a motion to award a bid to Gracon Construction, Inc. for a 2.25 MGD Wastewater Treatment Plant Expansion in the amount not to exceed \$39,957,140 and authorize the City Manager to execute necessary documents. Council Member Chuck Fikes seconded. Motion Passed (4:0). None opposed.

15. Receive a report, hold a discussion, and take action on a Professional Services Agreement with Plummer Associates for Construction Management and Resident Project Representative Services for the construction of the wastewater treatment plant, in the amount not to exceed \$1,997,504 and authorize the City Manager to execute necessary documents.

Director of Development Services & Public Works Leanne Wilson provided information.

Council Member Randy Jones made a motion to approve the Professional Services Agreement with Plummer Associates for Construction Management and Resident Project Representative Services for the construction of the wastewater treatment plant, in the amount not to exceed \$1,997,504 and authorize the City Manager to execute necessary documents. Council Member Chuck Fikes seconded. Motion Passed (4:0). None opposed.

16. Consideration and action on removing and/or appointing member(s) to the Aubrey Area Library Advisory Board.

Council Member Erin Allen made a motion to appoint Hallie Nix and Vicky Kao to the Library Board. Council Member Matt Jones seconded. Motion Passed (4:0). None opposed.

17. Consideration and action on appointing member(s) to the Aubrey Parks and Recreation Board.

Council Member Erin Allen made a motion to appoint Peter Dwyer to the Parks and Recreation board. Council Member Randy Jones seconded. Motion Passed (4:0). None opposed.

Department Updates and Discussion:

1. Library:
 - Program Update: Instructional Meditation Hour; bilingual storytime; readathon event; Labor Day closure
2. Fire Department:
 - Station Updates
 - New Medic received
3. Police Department:
 - Council Chamber/Community Center Update: dedication will be September

- 26th at 5 pm
- Assistant Chief Johnson's acceptance to FBI National Academy.
4. Public Works:
 - Rock Hill Well Update: well is not repairable and will need to be redrilled. We are also looking for an additional well site.
 5. Human Resources: None
 6. Municipal Development:
 - Mural Update

Future Agenda Requests: None

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

1. **Section 551.071(1) and (2) Consultation with Attorney.** For Council to seek the advice of its attorney about pending or contemplated litigation or a settlement offer and to consult with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act:
 - Municipal Development District Annual Budget
 - High Pointe Ranch Development
 - Blackjack Development Agreement
 - High Country Casitas Development
 - Knuckles Road Development
 - Highmeadow Development
 - Springhill Development
 - West Sherman Development
 - Project 38 / South Magnolia and Blackjack Road property acquisition
 - *City of Aubrey, Texas and Town of Providence Village, Texas v. Denton County Fresh Water Supply District 8-A, et al*, Cause No. 24-1985-431, Denton County, Texas
2. **Section 551.072 Real Property.** Deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
 - Property acquisition for municipal purposes
3. **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:
 - High Country Casitas Development
 - Knuckles Road Development
4. **Section 551.071 (2) and 551.074 Personnel Matters.** Consultation with the City

Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act and Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of public officer or employee or to hear a complaint or charge against an officer or employee:

- City Manager

Motion to Recess into Executive Session.

Council Member Erin Allen made a motion to recess into Executive Session at 7:27 p.m. Council Member Matt Jones seconded. Motion Passed (4:0). None opposed.

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

City Council reconvened into open session at 9:18 p.m.

1. Consider and take appropriate action regarding a Development Agreement between the City and Pretium Capital for the property generally located at 1382 E. Blackjack Road, within the City's ETJ; and authorizing the City Manager to execute necessary documents.

Council Member Erin Allen made a motion to approve a Development Agreement between the City and Pretium Capital for the property generally located at 1382 E. Blackjack Road, within the City's ETJ; and authorizing the City Manager to execute necessary documents. Council Member Randy Jones seconded. Motion Passed (4:0). None opposed.

2. Consideration and action on a Resolution granting a petition requesting annexation into the extraterritorial jurisdiction and corporate limits of the City of Aubrey by Pretium Capital LLC, owner of approximately 20 acres of land, located at 1382 E Blackjack Road out of the Francisco Trevino Survey, Abstract No 1243, Denton County, Texas, setting a Public Hearing for the annexation; authorizing and directing the city secretary to have notices of such public hearing be provided as prescribed by law.

Council Member Erin Allen made a motion to approve Resolution 979-24 granting a petition requesting annexation into the extraterritorial jurisdiction and corporate limits of the City of Aubrey by Pretium Capital LLC, owner of approximately 20 acres of land, located at 1382 E Blackjack Road out of the Francisco Trevino Survey, Abstract No 1243, Denton County, Texas, setting a Public Hearing on September 26, 2024 at 6:00 p.m. for the annexation; authorizing and directing the city secretary to have notices of such public hearing be provided as prescribed by law. Council Member Chuck Fikes seconded. Motion Passed (4:0). None opposed.

3. Consideration and action on the fiscal year 2024-2025 Aubrey Municipal Development District Budget.

Council Member Matt Jones made a motion to reject the MDD Budget as proposed by the Board, to direct the MDD to review its proposed Budget in light of the salary increases approved by the Council in order to include the Council approved increase to the Executive Director's salary and to resubmit a proposed Budget for review by the Council at its August 28th meeting. Council Member Erin Allen seconded. Motion Passed (4:0). None opposed.

The meeting was adjourned at 9:21 p.m.

PASSED and APPROVED by the City Council of the City of Aubrey, Texas this 26th day of September, 2024.

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

City Council Meeting Minutes

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



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

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

Staff Present: City Manager Charles Kreidler, City Secretary Jenny Hicks, Finance Director Mike English, Director of Development Services and Public Works Leanne Wilson, HR Director Shaena Williams

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

Community Announcements: None

Citizen Input: None

New Business: New items requested for consideration.

1. Conduct the second public hearing in accordance with Texas Local Government Code Section 43.063(a) and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of a portion of FM 2931, beginning at the intersection of FM 2931 and Frontier Parkway, continuing north to the intersection of FM 2931 and Spring Hill Road, and any additional adjacent right-of-way, Denton County, Texas.

The Public Hearing opened at 6:02 p.m. and closed at 6:02 p.m.

City Manager Charles Kreidler presented information. There were no public speakers, and no action was taken by City Council.

2. Hold Public Hearing, consider and act on Ordinance 871-24 approving the City of Aubrey's Technical Construction Standards and Specifications.

The Public Hearing opened at 6:02 p.m. and closed at 6:05 p.m.

Development and Public Works Director Leanne Wilson provided information.

Council Member Erin Allen made a motion to approve Ordinance 871-24 approving the City of Aubrey's Technical Construction Standards and Specifications. Council Member Jeff Perry seconded. Motion Passed (5:0). None opposed.

3. Consideration and action on a Resolution urging the Texas Legislature to repeal or amend Senate Bill 2038.

City Manager Charles Kreidler presented information.

Council Member Jeff Perry made a motion to approve Resolution 980-24 urging the Texas Legislature to repeal or amend Senate Bill 2038. Council Member Matt Jones seconded. Motion Passed (5:0). None opposed.

4. Consideration and action on casting a vote for a candidate for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees.

City Manager Charles Kreidler presented information.

No action taken.

5. Consideration and action on an Ordinance approving the fiscal year 2024-2025 Aubrey Municipal Development District Budget.

Finance Director Mike English presented information.

Council Member Jeff Perry made a motion to approve Ordinance 972-24 approving the fiscal year 2024-2025 Aubrey Municipal Development District Budget. Council Member Chuck Fikes seconded. Motion Passed (5:0). None opposed.

The meeting was adjourned at 6:09 p.m.

PASSED and APPROVED by the City Council of the City of Aubrey, Texas this 26th day of September, 2024.

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

Previous Month ▾

Aug 1, 2024 - Aug 31, 2024 ▾

33%

FIRE
Percentage of Total Incidents

67%

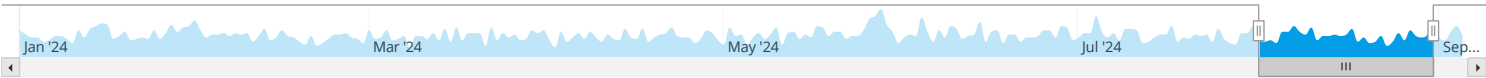
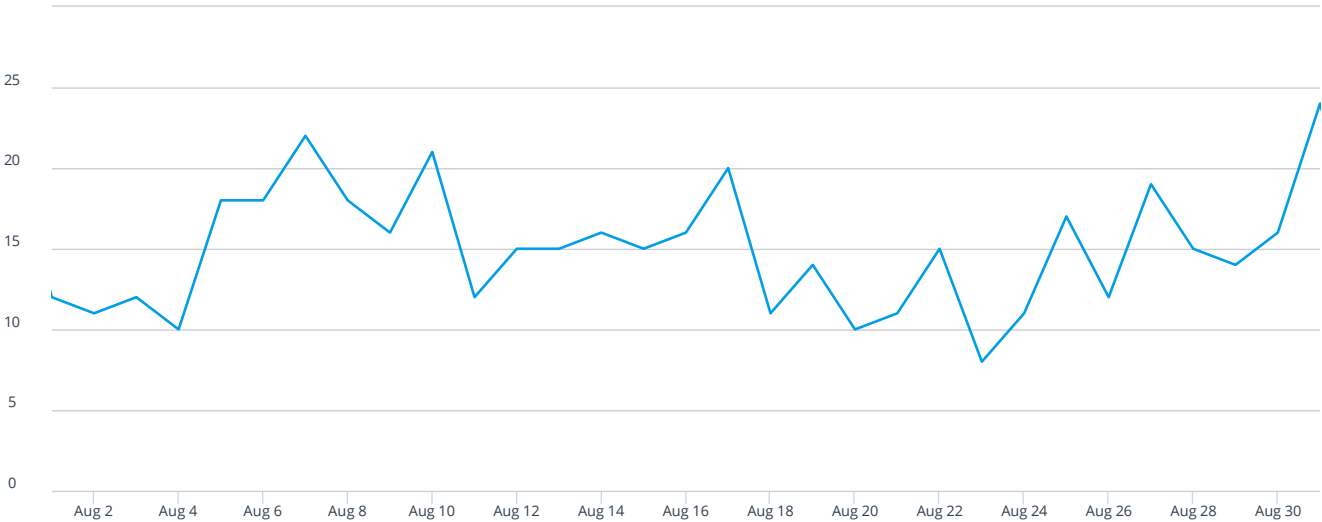
EMS
Percentage of Total Incidents

464

INCIDENTS
In Selected Time Slice

31

DAYS
In Selected Time Slice



Counts

% Rows

% Columns

% All

Week Ending	8/4/24	8/11/24	8/18/24	8/25/24	9/1/24	9/8/24	9/15/24	9/22/24	9/29/24	10/6/24	10/13/24	10/20/24	10/27/24	Total
Aubrey Fire Station 1	15	49	48	36	26									174
Aubrey Fire Station 2	30	75	60	50	69									284
Aubrey Fire Station 3		1			1									2
PV Farm					4									4
Total	45	125	108	86	100									464

Previous Month ▾

Aug 1, 2024 - Aug 31, 2024 ▾

00:55

MM:SS
Average First
Apparatus Turnout
Time

01:37

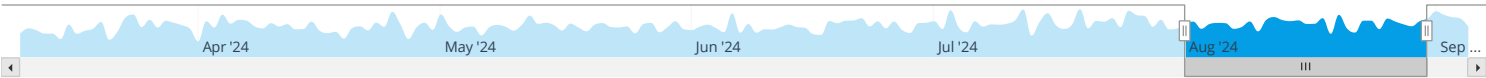
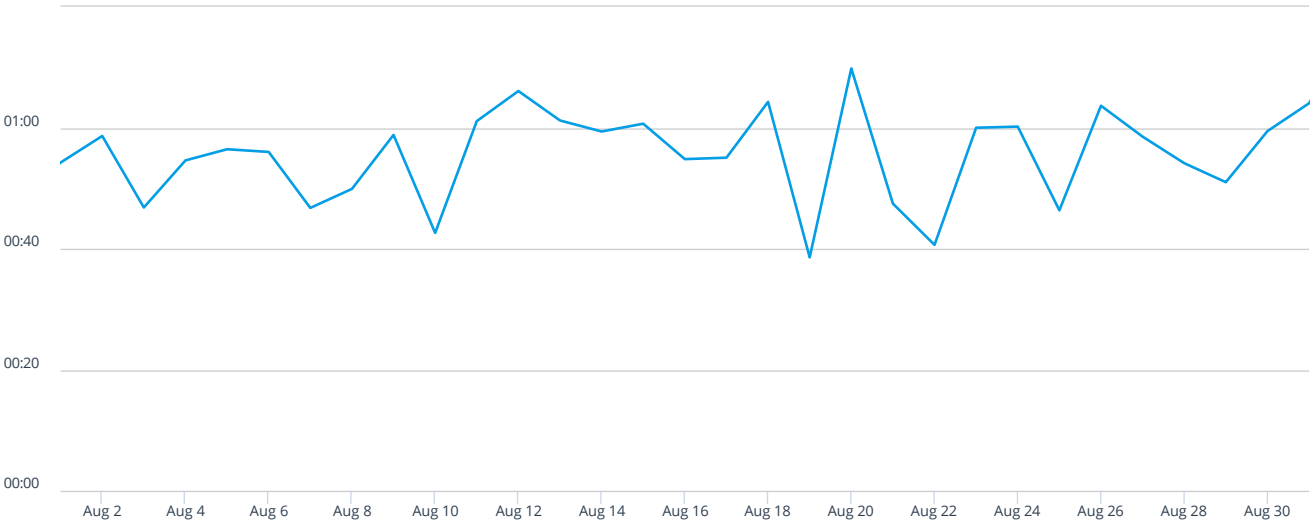
MM:SS
90th Percentile First
Apparatus Turnout
Time

31

DAYS
In Selected Time Slice

457

INCIDENTS
In Selected Time Slice



Counts

% Rows

% Columns

% All

Week Ending	8/4/24	8/11/24	8/18/24	8/25/24	9/1/24	9/8/24	9/15/24	9/22/24	9/29/24	10/6/24	10/13/24	10/20/24	10/27/24	Total
00:00 - 00:29	9	37	28	23	26									123
00:30 - 00:59	16	31	20	24	25									116
01:00 - 01:29	15	40	40	33	30									158
01:30 - 01:59	4	9	13	5	10									41
02:00 - 02:59		5	6		6									17
03:00 - 04:59			1		1									2
05:00 - 09:59														
Total	44	122	108	85	98									457
Exceptions														7



City of Aubrey - Police Department



August 2024 Statistical Report

Calls for Police Service		% + / -
August 2024	714	8%
August 2023	659	
YTD - 2024	5,615	-3%
YTD - 2023	5,817	

Calls for Service - Dispatched		% + / -
August 2024	492	-1%
August 2023	498	
YTD - 2024	4,259	3%
YTD - 2023	4,150	

Calls for Service - Officer Initiated		% + / -
August 2024	222	38%
August 2023	161	
YTD - 2024	1,356	-19%
YTD - 2023	1,667	

Calls for Service By Area

Aubrey		% + / -
August 2024	212	-13%
August 2023	245	
YTD - 2024	1,491	-28%
YTD - 2023	2,079	

Providence Village		% + / -
August 2024	256	11%
August 2023	230	
YTD - 2024	2,069	0%
YTD - 2023	2,078	

Sandbrook		% + / -
August 2024	64	42%
August 2023	45	
YTD - 2024	413	39%
YTD - 2023	298	

Silverado		% + / -
August 2024	83	-9%
August 2023	91	
YTD - 2024	760	-4%
YTD - 2023	793	

Winn Ridge		% + / -
August 2024	78	63%
August 2023	48	
YTD - 2024	632	21%
YTD - 2023	524	

Outside ETJ		% + / -
August 2024	12	100%
August 2023	0	
YTD - 2024	156	247%
YTD - 2023	45	

Criminal Offenses/Arrests

Criminal Offenses		% + / -
August 2024	67	-17%
August 2023	81	
YTD - 2024	426	-19%
YTD - 2023	527	

Arrests		% + / -
August 2024	40	-5%
August 2023	42	
YTD - 2024	307	23%
YTD - 2023	249	

Motor Vehicle Crashes - Aubrey

Non-Injury Crashes		% + / -
August 2024	6	-14%
August 2023	7	
YTD - 2024	47	31%
YTD - 2023	36	

Injury Crashes		% + / -
August 2024	5	67%
August 2023	3	
YTD - 2024	18	-25%
YTD - 2023	24	

Motor Vehicle Crashes - Providence Village

Non-Injury Crashes		% + / -
August 2024	3	-57%
August 2023	7	
YTD - 2024	34	10%
YTD - 2023	31	

Injury Crashes		% + / -
August 2024	1	100%
August 2023	2	
YTD - 2024	12	0%
YTD - 2023	12	

Traffic Stops and Citations

Traffic Stops		% + / -
August 2024	1,320	131%
August 2023	571	
YTD - 2024	8,631	71%
YTD - 2023	5,055	

Warnings		% + / -
August 2024	1178	120%
August 2023	536	
YTD - 2024	7,958	96%
YTD - 2023	4,069	

Total Citations		% + / -
August 2024	679	116%
August 2023	314	
YTD - 2024	4,076	59%
YTD - 2023	2,558	

Citations - Aubrey		% + / -
August 2024	405	198%
August 2023	136	
YTD - 2024	2,119	97%
YTD - 2023	1,073	

Citations - Providence Village		% + / -
August 2024	185	36%
August 2023	136	
YTD - 2024	1,195	10%
YTD - 2023	1,088	

Citations - JP 5		% + / -
August 2024	89	112%
August 2023	42	
YTD - 2024	762	93%
YTD - 2023	394	

Top 10 Calls			
Type of Call	Providence Village	Aubrey	Total
Suspicious Activity	37	58	95
Alarm	15	57	72
Disturbance	22	23	45
Welfare Concern	15	27	42
Traffic Crash	9	20	29
Motorist Assist	2	23	25
Noise Complaint	4	20	24
Forgery	3	19	22
911 Hangup	7	15	22
Vehicle Complaint	4	15	19

Neighborhood Safety Initiative		% + / -
August 2024	9,667	101%
August 2023	4,800	
YTD - 2024	65,245	64%
YTD - 2023	39,816	

Providence Village Data

Close Patrols - Providence Village		% + / -
August 2024	3,391	79%
August 2023	1,896	
YTD - 2024	22,809	48%
YTD - 2023	15,433	

Walk Through - Providence Village		% + / -
August 2024	93	-8%
August 2023	101	
YTD - 2024	748	-11%
YTD - 2023	845	

Total - Providence Village		% + / -
August 2024	3,484	74%
August 2023	1,997	
YTD - 2024	23,557	45%
YTD - 2023	16,278	

Department Data

Percentage - Crime/Order Maintenance/Service Calls		
Top 10 Calls Total		395
Crime	45	11%
Service Calls	328	83%
Order Maintenance	22	6%
Reported Crime	67	9%

Authorized Strength		% + / -
Sworn - Authorized	32	91%
Sworn - Current	29	
Civilian Authorized	2	100%
Civilian - Current	2	

Criminal Investigations Statistical Data

CID Case Assignment		% + / -
August 2024	67	63%
August 2023	41	
YTD - 2024	426	35%
YTD - 2023	316	

Patrol Case Assignment		% + / -
August 2024	34	-15%
August 2023	40	
YTD - 2024	254	-3%
YTD - 2023	263	

CID Arrests		% + / -
August 2024	6	100%
August 2023	3	
YTD - 2024	52	148%
YTD - 2023	21	

Case Status - Cleared by Arrest		% + / -
August 2024	40	-5%
August 2023	42	
YTD - 2024	306	11%
YTD - 2023	276	

Case Status - Suspended		% + / -
August 2024	12	-59%
August 2023	29	
YTD - 2024	165	40%
YTD - 2023	118	

Case Status - Cleared by Exception		% + / -
August 2024	1	50%
August 2023	0	
YTD - 2024	18	157%
YTD - 2023	7	

Case Status - Unfounded		% + / -
August 2024	1	-1%
August 2023	2	
YTD - 2024	33	106%
YTD - 2023	16	

Cases - Open		% + / -
Yearly Total	312	

City of Aubrey - Municipal Court Report

August 2024 Report

New Cases Filed	
August - Traffic	248
August - Non Traffic	11

Final Disposition	
August - Traffic	123
August - Non Traffic	10

Warrants	
Issued	29
Cleared	7
Pending	1345

Total Fines Collected	
August - State	\$14,544.00
August - City	\$20,496.00

Fiscal YTD Collected	
YTD - State	\$106,697.00
YTD - City	\$158,402.00

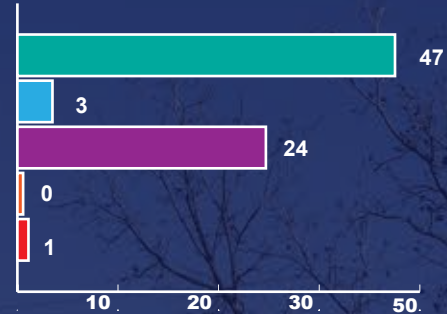


CODE COMPLIANCE REPORT FOR AUGUST 2024

NOTICES GIVEN IN AUBREY

GRASS, WEEDS, & BRUSH : 47
INOPERABLE/UNLICENSED VEHICLES : 3
GENERAL NUISANCE : 24
SIGN CODE VIOLATIONS : 0
COMPLAINTS : 1

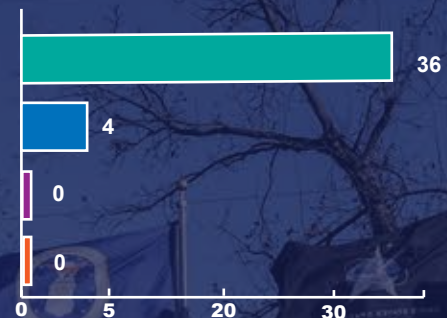
GRASS, WEED, & BRUSH VIOLATIONS
INOPERABLE UNLICENSED VEHICLES
GENERAL NUISANCE
SIGN CODE VIOLATIONS
COMPLAINTS



NOTICES GIVEN IN WINN RIDGE

GRASS, WEEDS, & BRUSH : 36
GENERAL NUISANCE : 4
SIGN CODE VIOLATIONS : 0
INOPERABLE/UNLICENSED VEHICLES : 0

GRASS, WEED, & BRUSH VIOLATIONS
GENERAL NUISANCE
SIGN CODE VIOLATIONS
VEHICLE



ANIMAL SERVICES IN AUBREY

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

DEAD ANIMALS

UNLEASH / BARKING /
WELFARE CHECK



STRAY ANIMALS

DANGEROUS ANIMAL / BITES

ANIMAL SERVICES IN WINN RIDGE

UNLEASH / BARKING / WELFARE CHECK : 1
DEAD ANIMALS : 0
STRAY ANIMALS : 3
CHICKEN/FOWL : 0
DANGEROUS ANIMAL / BITES : 0
ANIMAL IN VEHICLE : 0

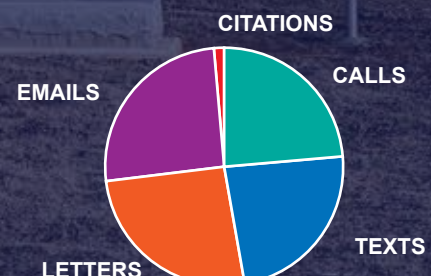
UNLEASH / BARKING /
WELFARE CHECK



STRAY ANIMALS

COMMUNICATION WITH THE COMMUNITY

CALLS : 68
TEXTS : 68
EMAILS : 75
LETTERS : 73
CITATIONS : 4





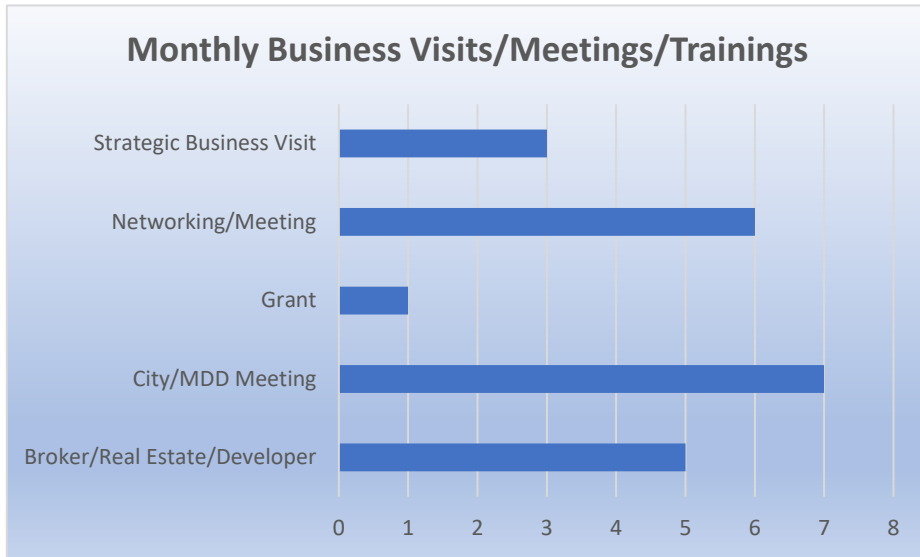
AUGUST 2024 – STAFF REPORT

Aubrey Municipal Development District

Christine Gossett – Executive Director



Business Activity and Updates



Business Activity and Updates

New Business Openings:

- N/A

Business Closings:

- N/A

Marketing and New Projects

New:

- Aubrey Business Resource Fair on 8/28 - 45 businesses in attendance; 2 immediate follow-ups for new business starts; 1 grant inquiry; 1 interested in relocation to Aubrey.
- Pre-meetings with TIP Grant applicant.
- Meeting with Aubrey ISD CTE Director regarding internships and workforce programs.
- Meetings with Aubrey Strategic Plan consultants and Steering Committee/Comprehensive Plan.

On-Going/Marketing:

- Maps and Website: Updates to MDD website Business Resource page.
- Social Media/Facebook: Manage regular posts on activities, area business and local posts. August's highest performing post was 264 Reach & 296 Impressions.
- Website Traffic: August - 340 Visitors and 596 Views; July 248 Visitors and 433 Views.
- Data and Analytics: Run reports for Placer AI, ZacTax, social media and website stats.

Sales & Use-Tax Allocation:

- Payment Received in August: \$78,944.09

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



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



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



Available for Sale: .5 +/-
Acres Pine Ridge Pavilion
North - 501 Pine Ridge Ln:
Office, 7,500 SF



Available for Sale: Pine
Ridge Pavilion South - 500
Pine Ridge Ln: 2 spaces: 1
retail; 1 restaurant.



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



Available/Coming Soon: SE
Springhill and US-377 - 13
pads (1 +/- acre/pad) and one
14 +/- acre anchor site



Pre-Leasing/Retail: Hwy.
377 SW corner at
Stanley/Coming Soon

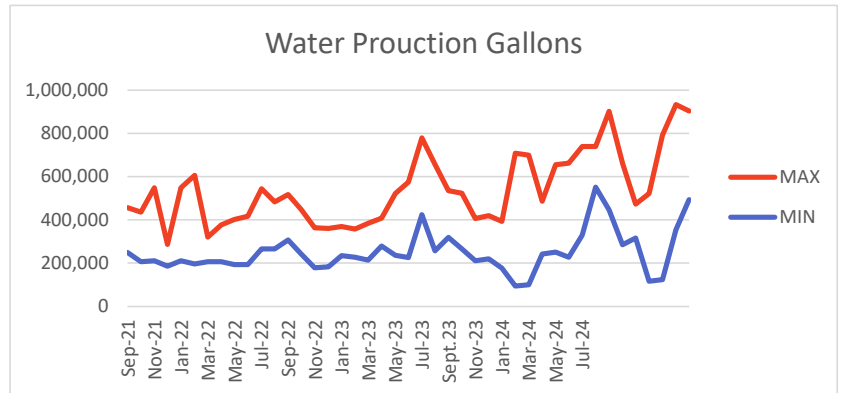


City of Aubrey - Public Works

Aug 2024 Activity Report

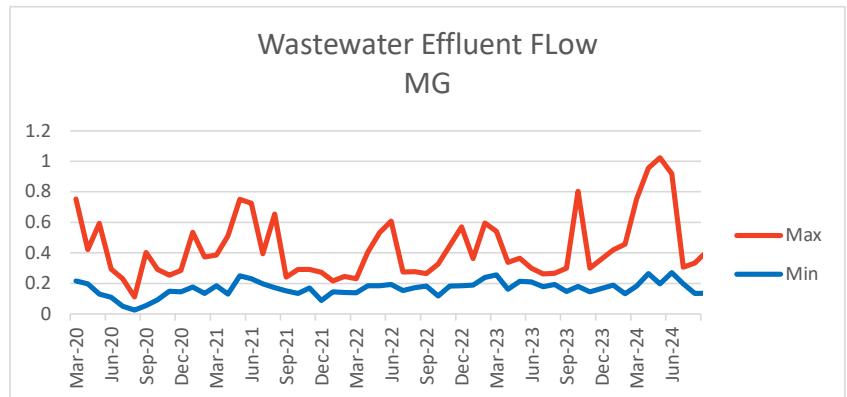
Water Production MG

Aug-24	22,081,100
Jul-24	18,548,800
Jun-24	12,330,700
Daily Average Gal	588,451



Wastewater Treatment MG

Aug-24	7,285,000
Jul-24	7,301,000
Jun-24	12,805,000
Daily Average Gal	304,344



Work Orders

Water & Sewer Maintenance	68
Cut-offs Non Payment	25
Street Repairs & Signs	40
Line Locates	63
Billing and Meters	81
Total	209

Fees Collected

Aug	
Water Impact	\$27,936.00
Sewer Impact	\$31,720.00
Roadway Impact	\$19,608.00
Parks Fee	\$36,000.00
Total	\$115,264.00

Projects

Public Works Building	Working on landscape and sign
High Pointe Phase 2&3	Grading has startred
High Pointe Phase 1A	Doing final installs, should accept and release building permits end of year
High Pointe Phase 1B	Ready to pave
High pointe 1C	Have started laying sewer
Ribbonwood	Grading has started
Belmont	Paving has started
Veterans park	Phase I Beautification started and will be completed after Peanut Festival
Street rehab	Started and scheduled for completion October



City of Aubrey - Development Services

August 2024 Activity Report

No. Permits Issued

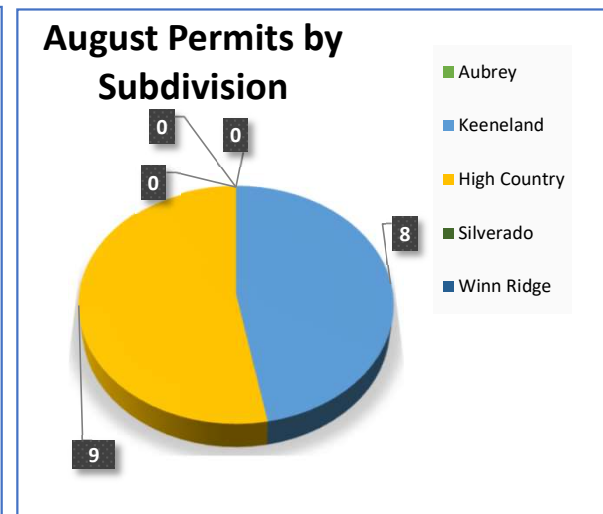
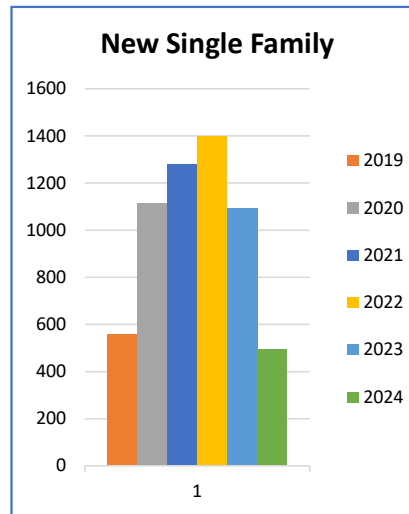
New Single Family	17
Residential Misc	24
Commercial	14
Variance or Zoning Change	0
Total	55

Fees Collected

New Single Family	\$ 164,670.00
Residential Misc	\$ 4,046.02
Commercial	\$ 142,121.20
Variance or Zoning	\$ -
Total	\$ 310,837.22

Annual New Single Family

2019	556
2020	1,113
2021	1,279
2022	1,400
2023	1,095
2024 YTD	494
2019 - 2024 Total:	5,937



Total House Count



Location	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24
Winn Ridge	1602	1632	1651	1667	1688	1703
Silverado	2746	2870	2935	2997	3080	3151
Aspen Meadows	306	308	309	307	311	312
Sandbrock	1376	1415	1435	1470	1493	1527

Project Status

Aubrey High School Site Plan	City Council made a motion to approve the site plan application.
Aubrey High School Final Plat	City Council made a motion to approve the final plat application with the conditions.
Highpointe Commerical Preliminary Plat	City Council made a motion to approve the preliminary plat application with comditions.



City of Aubrey
Departmental Report
Library

To: City Council Members

From: Brittany McLain, Library Manager

RE: Departmental Report - August 2024

Monthly Report			August 2024	Fiscal Year to date
People & Activity	New Cards Issued	129		1196
	Number of Patrons	2960		26796
	Patrons per Hour (Average)	16		18
	Volunteer Hours / Persons	43/6		484/15
	Number of Days Open	22		223
	Number of Hours Open	181		1831
Material Usage	Total Items checked out	12111		107675
	Items per Hour (Average)	67		645
	Adult Material Checked Out	1617		13347
	Juvenile Material Checked Out	8740		77531
	Self-Checkout Use	10		989
	Digital Materials Checked Out	1754		16797
	Interlibrary shipped	195		2019
	Interlibrary received	174		2024
	Reference	440		3609
	Computer Sessions	178		1930
	Computer Usage (hours)	118		1545
Programs	Community Center Event Hrs	0		51
	Total Number of Programs	0		347
	Total Program Attendance	0		6941



City Council Meeting

Community Center and Council Chamber Dedication Staff Report September 26, 2024

Agenda Item

Approve Monthly Financial Report.

Staff Contact

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

Summary

Staff Report – Monthly Financial Statements for August and fiscal year to date

As we near the end of the current fiscal year, our focus has been on meeting or exceeding budget surpluses in both the general fund and the enterprise fund. During the fiscal year, staff has recommended, and Council has approved, three budget amendments. For the most part, these budget amendments addressed carryover projects approved in the prior year plus additional projects, equipment and staff additions recommended by the city staff this fiscal year needed to address growth and infrastructure (both expansion and maintenance).

The general fund budget for fiscal year 2024 reflects revenue of \$18.8 million and expense of \$16.3 million and a net budget surplus of \$2.5 million. Our current estimates indicate that we are tracking to meet this target.

The enterprise fund budget for fiscal year 2024 reflects revenue of \$3.9 million and expense of \$3.5 million and a net budget surplus of \$0.4 million (these figures exclude garbage revenue and expense). We are also tracking favorably to meet this target. Keep in mind that the budget includes \$0.7 million of debt service expense and \$0.5 million of depreciation expense, that latter being a non-cash expense.

During the month of August, we added \$10 million cash from developers associated with the Highpoint residential development, earmarked for water/sewer infrastructure projects.

Much of the ongoing effort and cash investments are dedicated to in process capital projects. The major projects include fire station #3 (YTD spending of \$4.1 million and project to date \$5.1 million); fire station #2 (YTD spending of \$1.1 million); and water/sewer and street projects totaling \$2.5 million. We continue to maintain our vehicle and equipment replacement program at \$1.8 million. We have also continued with phase 1 offsite infrastructure projects and have begun phase 2 all related to expansion of water and sewer infrastructure to meet expected population growth beginning with the Keeneland and High Pointe residential developments but followed closely by Belmont, Saratoga and Ribbonwood developments among others.

We saw no major surprises that impacted our financials during August and as mentioned above, we are still on target to meet budget.

Staff recommends approval of the August financial reports.

Financial Summary

See summary above and financial reports attached to this agenda item.

Staff Recommended Action

Approve

Staff Recommended Motion

N/A



Monthly Cash Activity

(Unaudited)

August 2024

FUND: ALL

DATES: 8/01/2024- 8/31/2024

ACCT: ALL

TYPE: ALL CASH

ACCOUNT NO#	CHECKS	DEPOSITS	SVC CHARGE	INTEREST	MISC.	NET CHANGE	BALANCE
101-11-000-00	0.00	296,163.54	0.00	1,057.81	495,952.52CR	198,731.17CR	146,580.80
101-11-000-10	0.00	0.00	0.00	0.00	0.00	0.00	200.00
101-11-000-20	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-11-000-58	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-11-000-84	0.00	1,002,436.20	0.00	11,565.94	1,359,398.87CR	345,396.73CR	4,735,763.88
101-11-000-90	0.00	403,705.58	0.00	26,063.62	0.00	429,769.20	5,885,949.62
101-11-027-87	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-11-000-84	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201-11-000-00	0.00	8,718.44CR	0.00	388.10	38,577.28CR	46,907.62CR	68,134.24
201-11-000-10	0.00	0.00	0.00	0.00	0.00	0.00	200.00
201-11-000-84	0.00	244,824.54	0.00	0.00	440,877.40CR	196,052.86CR	5,305,571.55
201-11-000-85	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201-11-000-90	0.00	0.00	0.00	345.84	0.00	345.84	76,067.09
201-11-000-91	0.00	0.00	0.00	2,866.95	0.00	2,866.95	630,602.99
201-11-000-95	0.00	0.00	0.00	0.00	0.00	0.00	8,538,717.00
201-11-012-73	0.00	0.00	0.00	0.00	1,238.36CR	1,238.36CR	0.00
201-11-032-89	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202-11-000-84	0.00	121,093.54	0.00	0.00	99,286.59CR	21,806.95	7,795,019.41CR
202-11-000-85	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202-11-000-91	0.00	0.00	0.00	3,733.64	0.00	3,733.64	821,228.21
202-11-036-37	0.00	0.00	0.00	0.00	0.00	0.00	0.00
205-11-000-84	0.00	59,168.17	0.00	0.00	197,554.49CR	138,386.32CR	411,872.27CR
205-11-000-85	0.00	0.00	0.00	0.00	0.00	0.00	0.00
301-11-000-00	0.00	237,102.97	0.00	1,315.89	510,114.08CR	271,695.22CR	107,558.85
301-11-000-84	0.00	218,653.13CR	0.00	0.00	218,518.13	135.00CR	83,986.49
301-11-000-90	0.00	0.00	0.00	327.04	0.00	327.04	71,938.23
401-11-000-00	0.00	0.00	0.00	207.58	0.00	207.58	46,297.63
401-11-000-70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-11-000-84	0.00	0.00	0.00	0.00	1,354.62	1,354.62	23,687.20
401-11-058-24	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-11-000-00	0.00	0.00	0.00	1,260.05	0.00	1,260.05	281,040.05
403-11-000-00	0.00	218,653.13CR	0.00	998.69	0.00	217,654.44CR	194,533.28
404-11-000-00	0.00	0.00	0.00	0.00	259.02CR	259.02CR	0.00
404-11-000-50	0.00	65,610.46CR	0.00	10,085.54	0.40CR	55,525.32CR	2,198,913.85
404-11-000-60	0.00	429,649.61CR	0.00	18,987.20	0.00	410,662.41CR	3,987,694.13
404-11-000-70	0.00	2,637.00	0.00	14,128.44	0.00	16,765.44	3,109,903.54
404-11-000-90	0.00	0.00	0.00	1,977.08	0.00	1,977.08	434,866.57
405-11-000-00	0.00	0.00	0.00	4,883.17	0.00	4,883.17	1,089,134.76
405-11-000-84	0.00	0.00	0.00	0.00	122,039.96CR	122,039.96CR	538,743.02CR
406-11-000-00	0.00	0.00	0.00	0.00	1,529.03CR	1,529.03CR	0.00
406-11-000-41	0.00	0.00	0.00	0.00	0.00	0.00	0.00
406-11-000-42	0.00	0.00	0.00	0.00	0.00	0.00	0.00
406-11-000-43	0.00	0.00	0.00	0.00	0.00	0.00	0.00
406-11-000-84	0.00	0.00	0.00	0.00	37,949.39CR	37,949.39CR	451,192.09
407-11-000-84	0.00	0.00	0.00	0.00	0.00	0.00	0.00
501-11-000-00	0.00	0.00	0.00	0.00	1,172.20CR	1,172.20CR	0.00
501-11-000-55	0.00	46,670.04	0.00	398.38	0.00	47,068.42	126,761.30
501-11-000-56	0.00	0.00	0.00	0.00	0.00	0.00	0.00
501-11-000-58	0.00	158,665.12CR	0.00	1,270.26	0.00	157,394.86CR	216,780.40

FUND: ALL

DATES: 8/01/2024- 8/31/2024

ACCT: ALL

TYPE: ALL CASH

ACCOUNT NO#	CHECKS	DEPOSITS	SVC CHARGE	INTEREST	MISC.	NET CHANGE	BALANCE
501-11-000-59	0.00	623,676.74CR	0.00	24,390.80	0.00	599,285.94CR	5,231,831.65
501-11-000-60	0.00	0.00	0.00	22,331.55	0.00	22,331.55	3,626,800.62CR
501-11-000-61	0.00	376,720.41CR	0.00	23,085.49	0.00	353,634.92CR	4,980,440.74
501-11-000-62	0.00	0.00	0.00	45,678.49	0.00	45,678.49	10,047,158.86
501-11-000-63	0.00	0.00	0.00	0.00	0.00	0.00	0.00
501-11-000-84	0.00	1,159,062.27	0.00	0.00	2,228,105.94CR	1,069,043.67CR	3,336,252.17CR
501-11-000-90	0.00	0.00	0.00	0.00	0.00	0.00	0.00
501-11-008-38	0.00	0.00	0.00	2,484.39	0.00	2,484.39	546,451.51
501-11-026-00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
601-11-000-00	0.00	0.00	0.00	0.00	18,854.17CR	18,854.17CR	0.00
601-11-000-84	0.00	0.00	0.00	0.00	18,854.17	18,854.17	722,768.29
701-11-000-00	0.00	78,071.19	0.00	3,914.85	0.00	81,986.04	893,196.01
701-11-000-84	0.00	2,372.90	0.00	0.00	28,401.76CR	26,028.86CR	26,028.86CR
701-11-000-90	0.00	0.00	0.00	7,361.97	0.00	7,361.97	1,619,295.67
701-11-088-41	0.00	0.00	0.00	0.00	0.00	0.00	0.00
801-11-000-00	0.00	111,969.16	0.00	498.20	100,020.09CR	12,447.27	69,968.63
801-11-000-84	0.00	111,969.16CR	0.00	0.00	112,009.16	40.00	62,150.41CR
802-11-000-00	0.00	0.00	0.00	0.00	0.00	0.00	247,837.26
802-11-000-01	0.00	0.00	0.00	0.00	0.00	0.00	1,606,064.31
802-11-000-02	0.00	0.00	0.00	0.00	0.00	0.00	1,189,487.62
802-11-000-05	0.00	0.00	0.00	0.00	0.00	0.00	1,273,663.46
802-11-000-06	0.00	0.00	0.00	0.00	0.00	0.00	310,022.25
802-11-000-07	0.00	0.00	0.00	0.00	0.00	0.00	627,793.00
803-11-000-01	0.00	0.00	0.00	0.00	0.00	0.00	991,438.10
901-11-000-00	2,243,313.24CR	3,047,246.53	0.00	11,565.94	2,136,126.03CR	1,320,626.80CR	1,327,150.27
** TOTALS **	2,243,313.24CR	4,600,207.43	0.00	243,172.90	7,466,721.50CR	4,866,654.41CR	54,521,004.62

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

ACCOUNT	AVERAGE BALANCE
101 11-000-00	277,433.27
101 11-000-10	200.00
101 11-000-20	0.00
101 11-000-58	0.00
101 11-000-84	4,910,106.45
101 11-000-90	5,719,746.03
101 11-027-87	0.00
200 11-000-84	0.00
201 11-000-00	89,918.11
201 11-000-10	200.00
201 11-000-84	5,464,148.08
201 11-000-85	0.00
201 11-000-90	75,732.41
201 11-000-91	627,828.52
201 11-000-95	8,538,717.00
201 11-012-73	39.95
201 11-032-89	0.00
202 11-000-84	7,786,058.11CR
202 11-000-85	0.00
202 11-000-91	817,615.01
202 11-036-37	0.00

FUND: ALL

DATES: 8/01/2024- 8/31/2024

ACCT: ALL

TYPE: ALL CASH

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

ACCOUNT	AVERAGE BALANCE
205 11-000-84	351,150.74CR
205 11-000-85	0.00
301 11-000-00	257,499.07
301 11-000-84	27,922.78
301 11-000-90	71,621.74
401 11-000-00	46,096.75
401 11-000-70	0.00
401 11-000-84	23,010.65
401 11-058-24	0.00
402 11-000-00	279,820.65
403 11-000-00	221,780.11
404 11-000-00	8.36
404 11-000-50	2,205,428.12
404 11-000-60	4,148,928.55
404 11-000-70	3,093,934.11
404 11-000-90	432,953.27
405 11-000-00	1,084,409.11
405 11-000-84	481,887.79CR
406 11-000-00	49.32
406 11-000-41	0.00
406 11-000-42	0.00
406 11-000-43	0.00
406 11-000-84	466,191.84
407 11-000-84	0.00
501 11-000-00	37.81
501 11-000-55	87,233.16
501 11-000-56	0.00
501 11-000-58	282,088.10
501 11-000-59	5,341,094.61
501 11-000-60	3,648,411.80CR
501 11-000-61	5,055,318.11
501 11-000-62	10,002,953.87
501 11-000-63	0.00
501 11-000-84	2,737,469.55CR
501 11-000-90	0.00
501 11-008-38	544,047.26
501 11-026-00	0.00
601 11-000-00	608.20
601 11-000-84	722,160.09
701 11-000-00	869,372.67
701 11-000-84	12,933.40CR
701 11-000-90	1,612,171.18
701 11-088-41	0.00
801 11-000-00	110,569.87
801 11-000-84	73,057.10CR
802 11-000-00	247,837.26
802 11-000-01	1,606,064.31
802 11-000-02	1,189,487.62
802 11-000-05	1,273,663.46

FUND: ALL

DATES: 8/01/2024- 8/31/2024

ACCT: ALL

TYPE: ALL CASH

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

ACCOUNT	AVERAGE BALANCE
802 11-000-06	310,022.25
802 11-000-07	627,793.00
803 11-000-01	991,438.10
901 11-000-00	2,188,144.51

DATES: 8/01/2024- 8/31/2024

		BEGINNING	TOTAL	TOTAL	ENDING	AVERAGE
		BALANCE	DEBITS	CREDITS	BALANCE	DAILY
						BALANCE
General Fund						
101-11-000-00	General Fund Cas	345,311.97	402,040.82	600,771.99CR	146,580.80	277,433.27
101-11-000-10	Cash on hand - C	200.00	0.00	0.00	200.00	200.00
101-11-000-20	EMS Federal Govt	0.00	0.00	0.00	0.00	0.00
101-11-000-58	Cash in bank - T	0.00	0.00	0.00	0.00	0.00
101-11-000-84	Claim on Cash Ge	5,081,160.61	1,616,265.62	1,961,662.35CR	4,735,763.88	4,910,106.45
101-11-000-90	Investment Accou	5,456,180.42	531,934.24	102,165.04CR	5,885,949.62	5,719,746.03
101-11-027-87	Municipal Saving	0.00	0.00	0.00	0.00	0.00
FUND 101 TOTAL		10,882,853.00	2,550,240.68	2,664,599.38CR	10,768,494.30	10,907,485.75
Utility Fund Pooled						
200-11-000-84	Water/Sewer/Tras	0.00	0.00	0.00	0.00	0.00
FUND 200 TOTAL		0.00	0.00	0.00	0.00	0.00
Water Fund						
201-11-000-00	Water Fund Cash	115,041.86	388.10	47,295.72CR	68,134.24	89,918.11
201-11-000-10	Cash Drawer	200.00	0.00	0.00	200.00	200.00
201-11-000-84	Claim on Cash Wa	5,501,624.41	262,383.45	458,436.31CR	5,305,571.55	5,464,148.08
201-11-000-85	Water Claim on O	0.00	0.00	0.00	0.00	0.00
201-11-000-90	Investment Accou	75,721.25	345.84	0.00	76,067.09	75,732.41
201-11-000-91	Water Impact Fee	627,736.04	2,866.95	0.00	630,602.99	627,828.52
201-11-000-95	Cash - CO Keenel	8,538,717.00	0.00	0.00	8,538,717.00	8,538,717.00
201-11-012-73	Cash in bank - W	1,238.36	0.00	1,238.36CR	0.00	39.95
201-11-032-89	Cash in bank - T	0.00	0.00	0.00	0.00	0.00
FUND 201 TOTAL		14,860,278.92	265,984.34	506,970.39CR	14,619,292.87	14,796,584.07
Sewer Fund						
202-11-000-84	Claim on Cash Se	7,816,826.36CR	122,567.08	100,760.13CR	7,795,019.41CR	7,786,058.11CR
202-11-000-85	Sewer Claim on O	0.00	0.00	0.00	0.00	0.00
202-11-000-91	Sewer Impact Fee	817,494.57	3,733.64	0.00	821,228.21	817,615.01
202-11-036-37	Sewer Reserve ca	0.00	0.00	0.00	0.00	0.00
FUND 202 TOTAL		6,999,331.79CR	126,300.72	100,760.13CR	6,973,791.20CR	6,968,443.10CR
Solid Waste Fund						
205-11-000-84	Claim on Cash Ga	273,485.95CR	60,378.04	198,764.36CR	411,872.27CR	351,150.74CR
205-11-000-85	Trash Claim on O	0.00	0.00	0.00	0.00	0.00
FUND 205 TOTAL		273,485.95CR	60,378.04	198,764.36CR	411,872.27CR	351,150.74CR

DATES: 8/01/2024- 8/31/2024

		BEGINNING	TOTAL	TOTAL	ENDING	AVERAGE
		BALANCE	DEBITS	CREDITS	BALANCE	DAILY
						BALANCE
Debt Service Fund						
301-11-000-00	Debt Service Cas	379,254.07	299,243.86	570,939.08CR	107,558.85	257,499.07
301-11-000-84	Claim on Cash De	84,121.49	219,093.13	219,228.13CR	83,986.49	27,922.78
301-11-000-90	Investment Accou	71,611.19	327.04	0.00	71,938.23	71,621.74
FUND 301 TOTAL		534,986.75	518,664.03	790,167.21CR	263,483.57	357,043.59
Special Revenue Fund						
401-11-000-00	Special Revenue	46,090.05	207.58	0.00	46,297.63	46,096.75
401-11-000-70	Cash in bnk - Ho	0.00	0.00	0.00	0.00	0.00
401-11-000-84	Claim on Cash Sp	22,332.58	1,354.62	0.00	23,687.20	23,010.65
401-11-058-24	Seizure Fund Cas	0.00	0.00	0.00	0.00	0.00
FUND 401 TOTAL		68,422.63	1,562.20	0.00	69,984.83	69,107.40
TIRZ Jackson Ridge						
402-11-000-00	TIRZ Cash	279,780.00	1,260.05	0.00	281,040.05	279,820.65
FUND 402 TOTAL		279,780.00	1,260.05	0.00	281,040.05	279,820.65
Impact Fees						
403-11-000-00	Impact Fees Cash	412,187.72	61,248.69	278,903.13CR	194,533.28	221,780.11
FUND 403 TOTAL		412,187.72	61,248.69	278,903.13CR	194,533.28	221,780.11
Development Fees						
404-11-000-00	Development Fees	259.02	0.00	259.02CR	0.00	8.36
404-11-000-50	Investment Acct-	2,254,439.17	41,935.54	97,460.86CR	2,198,913.85	2,205,428.12
404-11-000-60	Investment acct-	4,398,356.54	39,995.20	450,657.61CR	3,987,694.13	4,148,928.55
404-11-000-70	Investment Acct-	3,093,138.10	16,765.44	0.00	3,109,903.54	3,093,934.11
404-11-000-90	Investment Accou	432,889.49	57,472.08	55,495.00CR	434,866.57	432,953.27
FUND 404 TOTAL		10,179,082.32	156,168.26	603,872.49CR	9,731,378.09	9,881,252.41
Grant Fund						
405-11-000-00	Grant Fund Cash	1,084,251.59	4,883.17	0.00	1,089,134.76	1,084,409.11
405-11-000-84	Claim on Cash Gr	416,703.06CR	0.00	122,039.96CR	538,743.02CR	481,887.79CR
FUND 405 TOTAL		667,548.53	4,883.17	122,039.96CR	550,391.74	602,521.32

DATES: 8/01/2024- 8/31/2024

		BEGINNING	TOTAL	TOTAL	ENDING	AVERAGE
		BALANCE	DEBITS	CREDITS	BALANCE	DAILY
						BALANCE
Holding Acct Dev Agreemts						
406-11-000-00	Developer Cash H	1,529.03	0.00	1,529.03CR	0.00	49.32
406-11-000-41	Cash - Union Mai	0.00	0.00	0.00	0.00	0.00
406-11-000-42	Cash - Union Lif	0.00	0.00	0.00	0.00	0.00
406-11-000-43	Cash - Union ETJ	0.00	0.00	0.00	0.00	0.00
406-11-000-84	Claim on Cash Ho	489,141.48	5,823.44	43,772.83CR	451,192.09	466,191.84
FUND 406 TOTAL		490,670.51	5,823.44	45,301.86CR	451,192.09	466,241.16
Fire Dept SAFR						
407-11-000-84	Claim on Cash SA	0.00	0.00	0.00	0.00	0.00
FUND 407 TOTAL		0.00	0.00	0.00	0.00	0.00
Capital Projects Fund						
501-11-000-00	Capital Projects	1,172.20	0.00	1,172.20CR	0.00	37.81
501-11-000-55	Vehicle Replacem	79,692.88	47,068.42	0.00	126,761.30	87,233.16
501-11-000-56	Project 38 Fund	0.00	0.00	0.00	0.00	0.00
501-11-000-58	Cash - Tax Notes	374,175.26	1,270.26	158,665.12CR	216,780.40	282,088.10
501-11-000-59	Cash - CO 2022 P	5,831,117.59	198,498.41	797,784.35CR	5,231,831.65	5,341,094.61
501-11-000-60	Cash - CO 2023 K	3,649,132.17CR	22,331.55	0.00	3,626,800.62CR	3,648,411.80CR
501-11-000-61	Cash - CO 2024 S	5,334,075.66	23,085.49	376,720.41CR	4,980,440.74	5,055,318.11
501-11-000-62	ABP LLC Cash Esc	10,001,480.37	45,678.49	0.00	10,047,158.86	10,002,953.87
501-11-000-63	HPR Lennar Escro	0.00	0.00	0.00	0.00	0.00
501-11-000-84	Claim on Cash Ca	2,267,208.50CR	1,334,342.08	2,403,385.75CR	3,336,252.17CR	2,737,469.55CR
501-11-000-90	Investment Accou	0.00	0.00	0.00	0.00	0.00
501-11-008-38	Cash - Water Bon	543,967.12	2,484.39	0.00	546,451.51	544,047.26
501-11-026-00	Cash in LOGIC -	0.00	0.00	0.00	0.00	0.00
FUND 501 TOTAL		16,249,340.41	1,674,759.09	3,737,727.83CR	14,186,371.67	14,926,891.57
NAVO FWSD Fund						
601-11-000-00	FWSD Cash	18,854.17	0.00	18,854.17CR	0.00	608.20
601-11-000-84	Claim on Cash NA	703,914.12	18,854.17	0.00	722,768.29	722,160.09
FUND 601 TOTAL		722,768.29	18,854.17	18,854.17CR	722,768.29	722,768.29
MDD						
701-11-000-00	MDD Cash	811,209.97	82,858.94	872.90CR	893,196.01	869,372.67
701-11-000-84	Claim on Cash MD	0.00	2,372.90	28,401.76CR	26,028.86CR	12,933.40CR
701-11-000-90	Investment Accou	1,611,933.70	7,361.97	0.00	1,619,295.67	1,612,171.18
701-11-088-41	EDC cash	0.00	0.00	0.00	0.00	0.00
FUND 701 TOTAL		2,423,143.67	92,593.81	29,274.66CR	2,486,462.82	2,468,610.45

DATES: 8/01/2024- 8/31/2024

		BEGINNING BALANCE	TOTAL DEBITS	TOTAL CREDITS	ENDING BALANCE	AVERAGE DAILY BALANCE
Employee Benefit Trust						
801-11-000-00	Employee Benefit	57,521.36	112,467.36	100,020.09CR	69,968.63	110,569.87
801-11-000-84	Claim on Cash EB	62,190.41CR	112,139.16	112,099.16CR	62,150.41CR	73,057.10CR
	FUND 801 TOTAL	4,669.05CR	224,606.52	212,119.25CR	7,818.22	37,512.77
Jackson Ridge PID						
802-11-000-00	Cash Collection	247,837.26	0.00	0.00	247,837.26	247,837.26
802-11-000-01	Cash in Wilmingt	1,606,064.31	0.00	0.00	1,606,064.31	1,606,064.31
802-11-000-02	Cash in Wilmingt	1,189,487.62	0.00	0.00	1,189,487.62	1,189,487.62
802-11-000-05	Cash in Wilmingt	1,273,663.46	0.00	0.00	1,273,663.46	1,273,663.46
802-11-000-06	Cash in Wilmingt	310,022.25	0.00	0.00	310,022.25	310,022.25
802-11-000-07	Cash in Wilmingt	627,793.00	0.00	0.00	627,793.00	627,793.00
	FUND 802 TOTAL	5,254,867.90	0.00	0.00	5,254,867.90	5,254,867.90
Winn Ridge South PID						
803-11-000-01	Cash in Wilmingt	991,438.10	0.00	0.00	991,438.10	991,438.10
	FUND 803 TOTAL	991,438.10	0.00	0.00	991,438.10	991,438.10
Pooled Cash Fund						
901-11-000-00	Pooled Cash	2,647,777.07	3,115,234.59	4,435,861.39CR	1,327,150.27	2,188,144.51
	FUND 901 TOTAL	2,647,777.07	3,115,234.59	4,435,861.39CR	1,327,150.27	2,188,144.51
	REPORT TOTALS	59,387,659.03	8,878,561.80	13,745,216.21CR	54,521,004.62	56,852,476.21
		=====	=====	=====	=====	=====

SELECTION CRITERIA

PRINT CURRENT

FUND: All
ACCOUNT TYPE: ALL CASH
TRANSACTION DATES: 8/01/2024 THRU 8/31/2024
PERIOD 13: EXCLUDE

PRINT OPTIONS

REPORT TYPE: SUMMARY
RECAP ONLY: NO
DESCRIPTIONS: NO

*** END OF REPORT ***



Revenue/Expense by Fund

(Unaudited)

August 2024

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

101-General Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Fines and Fees	82,000	33,662.13	166,990.19	0.00 (	84,990.19)	203.65
Taxes	5,988,000	248,026.00	6,160,239.15	0.00 (	172,239.15)	102.88
Grants	131,686	0.00	65,842.88	0.00	65,843.12	50.00
Donations	256,357	10,339.08	290,197.07	0.00 (	33,840.07)	113.20
Charges for Services	8,804,329	717,622.46	8,468,961.44	0.00	335,367.56	96.19
Permits	2,648,680	218,488.72	2,242,024.54	0.00	406,655.46	84.65
Miscellaneous	847,102	64,027.47	697,765.05	0.00	149,336.95	82.37
TOTAL GENERAL REVENUE	18,758,154	1,292,165.86	18,092,020.32	0.00	666,133.68	96.45
TOTAL REVENUE	18,758,154	1,292,165.86	18,092,020.32	0.00	666,133.68	96.45
	=====	=====	=====	=====	=====	=====

EXPENSE SUMMARY

Administration

Personnel	813,050	68,888.40	752,207.25	0.00	60,842.75	92.52
Materials & Supplies	14,000	1,151.61	13,477.79	0.00	522.21	96.27
Repairs & Maintenance	45,044	550.98	19,591.23	4,140.98	21,311.79	52.69
Utilities	23,000	3,987.26	23,096.96	0.00 (	96.96)	100.42
Contract Services	428,632	137,650.91	343,694.33	0.00	84,937.67	80.18
Fees & Other Services	196,637	13,238.26	226,384.01	55,185.00 (	84,932.01)	143.19
Miscellaneous	45,000	(16.02)	22,067.13	94,015.44 (	71,082.57)	257.96
TOTAL Administration	1,565,363	225,451.40	1,400,518.70	153,341.42	11,502.88	99.27

Police Department

Personnel	2,298,471	172,966.86	1,954,696.16	0.00	343,774.84	85.04
Materials & Supplies	181,140	20,351.85	151,710.11	0.00	29,429.89	83.75
Repairs & Maintenance	65,186	14,363.80	68,080.10	0.00 (	2,894.10)	104.44
Utilities	24,583	2,702.82	24,763.16	0.00 (	180.16)	100.73
Contract Services	59,121	4,327.50	43,939.20	0.00	15,181.80	74.32
Fees & Other Services	97,347	9,185.26	83,213.22	0.00	14,133.78	85.48
Public Safety	205,199	1,929.90	122,894.27	15,709.92	66,594.81	67.55
Miscellaneous	65,843	0.00	65,846.88	0.00 (	3.88)	100.01
TOTAL Police Department	2,996,890	225,827.99	2,515,143.10	15,709.92	466,036.98	84.45

Fire Department

Personnel	5,318,181	379,005.65	4,437,958.16	0.00	880,222.84	83.45
Materials & Supplies	398,891	33,720.84	401,037.62	6,888.27 (	9,034.89)	102.27
Repairs & Maintenance	507,592	40,585.77	566,356.11	246.00 (	59,010.11)	111.63
Utilities	58,580	6,029.76	49,511.30	0.00	9,068.70	84.52
Contract Services	55,700	600.67	23,462.83	0.00	32,237.17	42.12
Fees & Other Services	162,151	1,591.68	122,898.34	0.00	39,252.66	75.79
Public Safety	90,893	11,748.76	87,548.72	4,665.10 (	1,320.82)	101.45
Debt Service	95,436	7,952.98	87,482.78	0.00	7,953.22	91.67
TOTAL Fire Department	6,687,424	481,236.11	5,776,255.86	11,799.37	899,368.77	86.55

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

101-General Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>AAA</u>						
<u>Streets Department</u>						
Personnel	311,960	18,111.76	244,465.31	0.00	67,494.69	78.36
Materials & Supplies	29,051	1,322.14	32,754.64	0.00 (	3,703.64)	112.75
Repairs & Maintenance	63,000	3,079.94	71,923.49	7,979.27 (	16,902.76)	126.83
Utilities	38,270	6,196.95	47,673.17	0.00 (	9,403.17)	124.57
Contract Services	20,350	0.00	9,900.49	0.00	10,449.51	48.65
Fees & Other Services	4,463	0.00	3,693.12	0.00	769.88	82.75
Miscellaneous	41,588	0.00	26,587.76	8,418.00	6,582.24	84.17
TOTAL Streets Department	508,682	28,710.79	436,997.98	16,397.27	55,286.75	89.13
<u>Development Services</u>						
Personnel	598,254	39,016.76	396,210.56	0.00	202,043.44	66.23
Materials & Supplies	13,600	443.02	8,653.29	0.00	4,946.71	63.63
Repairs & Maintenance	1,000	0.00	460.27	0.00	539.73	46.03
Contract Services	1,676,530	266,236.35	1,616,152.09	0.00	60,377.91	96.40
Fees & Other Services	43,960	1,343.85	35,390.22	0.00	8,569.78	80.51
Miscellaneous	50,000	15,200.00	42,739.40	0.00	7,260.60	85.48
TOTAL Development Services	2,383,344	322,239.98	2,099,605.83	0.00	283,738.17	88.09
<u>Court</u>						
Personnel	76,128	5,982.53	68,117.30	0.00	8,010.70	89.48
Materials & Supplies	800	1,032.16	1,989.21	0.00 (	1,189.21)	248.65
Contract Services	27,900	9,648.50	30,805.00	0.00 (	2,905.00)	110.41
Fees & Other Services	5,685	0.00	2,831.73	0.00	2,853.27	49.81
TOTAL Court	110,513	16,663.19	103,743.24	0.00	6,769.76	93.87
<u>Parks & Recreation</u>						
Personnel	213,066	14,948.06	168,598.25	0.00	44,467.75	79.13
Materials & Supplies	11,300	126.53	4,817.48	0.00	6,482.52	42.63
Repairs & Maintenance	30,000	3,869.45	30,555.32	0.00 (	555.32)	101.85
Utilities	3,500	1,533.67	7,112.05	0.00 (	3,612.05)	203.20
Fees & Other Services	8,370	0.00	3,294.99	0.00	5,075.01	39.37
Miscellaneous	160,000	13,302.64	103,914.15	0.00	56,085.85	64.95
TOTAL Parks & Recreation	426,236	33,780.35	318,292.24	0.00	107,943.76	74.68
<u>Library</u>						
Personnel	263,466	23,783.81	243,271.27	0.00	20,194.73	92.33
Materials & Supplies	55,060	6,780.70	50,451.59	990.40	3,618.01	93.43
Repairs & Maintenance	68,000	775.00	68,297.96	0.00 (	297.96)	100.44
Utilities	20,974	2,269.86	16,294.60	0.00	4,679.40	77.69
Contract Services	1,800	0.00	3,400.00	0.00 (	1,600.00)	188.89
Fees & Other Services	33,352	1,200.76	30,006.53	0.00	3,345.47	89.97
Miscellaneous	25,662	2,140.52	24,870.76	0.00	791.24	96.92
TOTAL Library	468,314	36,950.65	436,592.71	990.40	30,730.89	93.44

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

101-General Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Providence Village PD						
Personnel	896,282	75,740.17	880,617.40	0.00	15,664.60	98.25
Materials & Supplies	85,040	1,541.81	36,964.68	0.00	48,075.32	43.47
Repairs & Maintenance	20,773	495.84	22,580.49	0.00 (	1,807.49)	108.70
Utilities	5,655	980.96	9,711.54	0.00 (	4,056.54)	171.73
Contract Services	3,300	0.00	2,130.00	0.00	1,170.00	64.55
Fees & Other Services	59,411	2,500.00	49,273.06	0.00	10,137.94	82.94
Public Safety	53,566	0.00	37,047.30	5,236.64	11,282.06	78.94
Miscellaneous	<u>0</u>	<u>0.00</u>	<u>20,798.22</u>	<u>0.00</u> (	<u>20,798.22)</u>	<u>0.00</u>
TOTAL Providence Village PD	1,124,027	81,258.78	1,059,122.69	5,236.64	59,667.67	94.69
Fleet						
HR						
TOTAL EXPENSES	16,270,793	1,452,119.24	14,146,272.35	203,475.02	1,921,045.63	88.19
	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENSES	2,487,361 (	159,953.38)	3,945,747.97 (	203,475.02) (	1,254,911.95)	150.45

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

101-General Fund

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUES						
<u>Fines and Fees</u>						
101-4000-01-4400 Fines and fees	80,000	33,371.15	162,782.00	0.00 (	82,782.00)	203.48
101-4000-01-4410 Warrant Income	<u>2,000</u>	<u>290.98</u>	<u>4,208.19</u>	<u>0.00 (</u>	<u>2,208.19)</u>	<u>210.41</u>
TOTAL Fines and Fees	82,000	33,662.13	166,990.19	0.00 (	84,990.19)	203.65
<u>Taxes</u>						
101-4000-02-4100 Property Taxes	2,380,000	35,172.61	2,529,834.73	0.00 (	149,834.73)	106.30
101-4000-02-4130 Sales Taxes	2,300,000	183,753.42	2,191,028.01	0.00	108,971.99	95.26
101-4000-02-4140 Franchise Tax-Electric	300,000	0.00	310,740.76	0.00 (	10,740.76)	103.58
101-4000-02-4141 Franchise Tax-Gas	12,000	0.00	18,183.24	0.00 (	6,183.24)	151.53
101-4000-02-4142 Franchise Tax-Telephone	4,000	398.62	4,781.56	0.00 (	781.56)	119.54
101-4000-02-4143 Franchise Tax-Cable TV	12,000	2,836.30	13,375.24	0.00 (	1,375.24)	111.46
101-4000-02-4144 Franchise Tax-Water	700,000	0.00	815,695.01	0.00 (	115,695.01)	116.53
101-4000-02-4146 Franchise Tax-Garbage	<u>280,000</u>	<u>25,865.05</u>	<u>276,600.60</u>	<u>0.00</u>	<u>3,399.40</u>	<u>98.79</u>
TOTAL Taxes	5,988,000	248,026.00	6,160,239.15	0.00 (	172,239.15)	102.88
<u>Grants</u>						
101-4000-03-4391 Grants - Police	<u>131,686</u>	<u>0.00</u>	<u>65,842.88</u>	<u>0.00</u>	<u>65,843.12</u>	<u>50.00</u>
TOTAL Grants	131,686	0.00	65,842.88	0.00	65,843.12	50.00
<u>Donations</u>						
101-4000-04-4390 Donations-Police	0	0.00	1,261.00	0.00 (	1,261.00)	0.00
101-4000-04-4392 Donations-Fire	250,357	0.00	252,306.71	0.00 (	1,949.71)	100.78
101-4000-04-4393 Donations-Library	<u>6,000</u>	<u>10,339.08</u>	<u>36,629.36</u>	<u>0.00 (</u>	<u>30,629.36)</u>	<u>610.49</u>
TOTAL Donations	256,357	10,339.08	290,197.07	0.00 (	33,840.07)	113.20
<u>Charges for Services</u>						
101-4000-06-4104 Aspen Meadow Police	97,000	4,590.00	85,479.35	0.00	11,520.65	88.12
101-4000-06-4312 DC FWSD # 8A	0	0.00	138,213.75	0.00 (	138,213.75)	0.00
101-4000-06-4314 DC FWSD # 8B	0	55,925.16	155,298.53	0.00 (	155,298.53)	0.00
101-4000-06-4316 Providence Village WCID	0	48,182.69	506,258.59	0.00 (	506,258.59)	0.00
101-4000-06-4318 DC FWSD # 10 Elm Ridge	0	51,736.19	476,142.23	0.00 (	476,142.23)	0.00
101-4000-06-4319 Arrow Brook	0	0.00	141,727.39	0.00 (	141,727.39)	0.00
101-4000-06-4320 DC FWSD # 11A	0	24,449.08	247,059.71	0.00 (	247,059.71)	0.00
101-4000-06-4321 DC FWSD # 11B	0	18,740.93	225,181.34	0.00 (	225,181.34)	0.00
101-4000-06-4323 DC FWSD #11C	0	0.00	89,520.46	0.00 (	89,520.46)	0.00
101-4000-06-4370 DC FWSD Total Revenue	2,180,000	0.00	0.00	0.00	2,180,000.00	0.00
101-4000-06-4401 Providence Village Poli	1,274,388	106,199.00	1,159,955.81	0.00	114,432.19	91.02
101-4000-06-4402 Silverado Police	825,000	44,280.00	751,338.55	0.00	73,661.45	91.07
101-4000-06-4403 Sandbrock Police	350,000	0.00	354,603.56	0.00 (	4,603.56)	101.32
101-4000-06-4404 DISD SRO	108,000	0.00	108,792.51	0.00 (	792.51)	100.73
101-4000-06-4420 Accident Reports	500	36.00	546.00	0.00 (	46.00)	109.20
101-4000-06-4480 Library fines & fees	500	149.91	522.91	0.00 (	22.91)	104.58
101-4000-06-4481 Public Services - copie	1,500	281.05	1,742.66	0.00 (	242.66)	116.18
101-4000-06-4482 Denton Co Library Pledg	22,500	0.00	2,500.00	0.00	20,000.00	11.11
101-4000-06-4483 Krugerville Library ILA	5,000	0.00	5,000.00	0.00	0.00	100.00
101-4000-06-4484 Cross Roads Library ILA	5,000	0.00	0.00	0.00	5,000.00	0.00
101-4000-06-4485 Providence Village Libr	32,500	0.00	32,543.00	0.00 (	43.00)	100.13

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2024

101-General Fund

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
101-4000-06-4486 Silverado Library Fee	11,240	0.00	11,240.00	0.00	0.00	100.00
101-4000-06-4501 Community Building rent	2,000	0.00	1,790.00	0.00	210.00	89.50
101-4000-06-4730 Denton County Pledge Fi	10,000	0.00	10,000.00	0.00	0.00	100.00
101-4000-06-4732 Denton Co Medic	385,882	0.00	385,882.00	0.00	0.00	100.00
101-4000-06-4735 Denton Co Fire Runs	800,000	168,700.00	1,023,600.00	0.00 (	223,600.00)	127.95
101-4000-06-4741 Krugerville ILA Fire	165,000	0.00	125,726.25	0.00	39,273.75	76.20
101-4000-06-4742 Silverado Fire	900,000	44,280.00	815,683.25	0.00	84,316.75	90.63
101-4000-06-4744 Sandbrock Fire	250,000	0.00	240,589.66	0.00	9,410.34	96.24
101-4000-06-4745 Aspen Meadow Fire	110,000	4,590.00	92,536.11	0.00	17,463.89	84.12
101-4000-06-4746 Oak Point ILA EMS	50,469	0.00	50,469.00	0.00	0.00	100.00
101-4000-06-4748 Krugerville ILA EMS	17,850	0.00	0.00	0.00	17,850.00	0.00
101-4000-06-4749 Insurance Billing EMS	1,200,000	145,482.45	1,177,758.34	0.00	22,241.66	98.15
101-4000-06-4770 EMS Cost Reimbursement	0	0.00	51,260.48	0.00 (	51,260.48)	0.00
TOTAL Charges for Services	8,804,329	717,622.46	8,468,961.44	0.00	335,367.56	96.19
<u>Permits</u>						
101-4000-07-4200 Building Permits	1,100,000	49,808.76	802,555.55	0.00	297,444.45	72.96
101-4000-07-4210 Plan Review fees	1,300,000	163,234.94	1,280,972.90	0.00	19,027.10	98.54
101-4000-07-4220 Inspection fees	225,000	2,320.50	129,544.50	0.00	95,455.50	57.58
101-4000-07-4250 Contractor registration	4,000	605.00	5,610.00	0.00 (	1,610.00)	140.25
101-4000-07-4260 Other Permit fee	3,000	610.00	4,420.00	0.00 (	1,420.00)	147.33
101-4000-07-4290 Health Permits	15,000	0.00	12,200.00	0.00	2,800.00	81.33
101-4000-07-4310 Demolition Permits	0	0.00	1,050.00	0.00 (	1,050.00)	0.00
101-4000-07-4320 Sign Permit	1,200	1,909.52	4,551.59	0.00 (	3,351.59)	379.30
101-4000-07-4330 Solicitation permit	360	0.00	500.00	0.00 (	140.00)	138.89
101-4000-07-4350 Alcohol Permit	120	0.00	620.00	0.00 (	500.00)	516.67
TOTAL Permits	2,648,680	218,488.72	2,242,024.54	0.00	406,655.46	84.65
<u>Miscellaneous</u>						
101-4000-09-4430 All Admin Fees	185,000	11,970.00	147,685.00	0.00	37,315.00	79.83
101-4000-09-4435 City Event Fees	80,000	6,975.00	46,595.00	0.00	33,405.00	58.24
101-4000-09-4500 Interest Income	400,000	38,687.37	409,156.44	0.00 (	9,156.44)	102.29
101-4000-09-4540 Other Income	426	0.00	805.50	0.00 (	379.50)	189.08
101-4000-09-4550 Gain on sale of assets	18,605	0.00	18,604.62	0.00	0.38	100.00
101-4000-09-4800 Insurance Proceeds	63,071	5,242.33	73,765.72	0.00 (	10,694.72)	116.96
101-4000-09-5616 Reimbursement - Electri	0	1,152.77	1,152.77	0.00 (	1,152.77)	0.00
101-4000-09-5630 DC SRO Reimbursement	100,000	0.00	0.00	0.00	100,000.00	0.00
TOTAL Miscellaneous	847,102	64,027.47	697,765.05	0.00	149,336.95	82.37
<u>Contingency/FB</u>						
TOTAL REVENUE	18,758,154	1,292,165.86	18,092,020.32	0.00	666,133.68	96.45

101-General Fund

DEPARTMENT - Administration

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5101-01-5101 Salaries	675,000	55,775.36	615,907.92	0.00	59,092.08	91.25
101-5101-01-5105 Overtime	2,500	0.00	2,094.27	0.00	405.73	83.77
101-5101-01-5106 Longevity	1,950	0.00	1,950.00	0.00	0.00	100.00
101-5101-01-5107 Retirement - TMRS	42,500	3,625.40	41,296.51	0.00	1,203.49	97.17
101-5101-01-5108 Payroll Tax Expense (me	9,600	762.33	8,990.01	0.00	609.99	93.65
101-5101-01-5109 Group Health Insurance	65,000	5,741.47	68,785.88	0.00 (	3,785.88)	105.82
101-5101-01-5110 Workers Comp TML	1,500	0.00	1,297.64	0.00	202.36	86.51
101-5101-01-5621 Travel & Training	15,000	2,983.84	11,885.02	0.00	3,114.98	79.23
TOTAL Personnel	813,050	68,888.40	752,207.25	0.00	60,842.75	92.52
<u>Capital</u>						
<u>Materials & Supplies</u>						
101-5101-03-5050 Office Supplies	12,000	577.62	11,006.30	0.00	993.70	91.72
101-5101-03-5090 Postage	2,000	573.99	2,471.49	0.00 (	471.49)	123.57
TOTAL Materials & Supplies	14,000	1,151.61	13,477.79	0.00	522.21	96.27
<u>Repairs & Maintenance</u>						
101-5101-04-5120 Building Maintenance	41,544	345.00	18,354.73	4,140.98	19,048.29	54.15
101-5101-04-5121 Equipment Maintenance	1,500	0.00	567.21	0.00	932.79	37.81
101-5101-04-5122 Vehicle Maintenance	2,000	205.98	669.29	0.00	1,330.71	33.46
TOTAL Repairs & Maintenance	45,044	550.98	19,591.23	4,140.98	21,311.79	52.69
<u>Utilities</u>						
101-5101-05-5616 Utilities -Electricity	8,000	2,837.12	9,955.75	0.00 (	1,955.75)	124.45
101-5101-05-5617 Utilities -Gas	2,500	156.26	1,618.10	0.00	881.90	64.72
101-5101-05-5618 Utilities -Telephone	8,500	700.24	7,842.33	0.00	657.67	92.26
101-5101-05-5619 Utilities -Water/Sewer	4,000	293.64	3,680.78	0.00	319.22	92.02
TOTAL Utilities	23,000	3,987.26	23,096.96	0.00 (	96.96)	100.42
<u>Contract Services</u>						
101-5101-06-5060 Election Services	132	0.00	132.00	0.00	0.00	100.00
101-5101-06-5230 Contract Labor	3,000	0.00	701.80	0.00	2,298.20	23.39
101-5101-06-5240 Drug testing/background	1,500	55.00	1,490.80	0.00	9.20	99.39
101-5101-06-5300 Benefits Administration	20,000	170.00	18,882.54	0.00	1,117.46	94.41
101-5101-06-5620 Legal & Professional	400,000	137,305.91	319,605.19	0.00	80,394.81	79.90
101-5101-06-5685 Storage Building	4,000	120.00	2,882.00	0.00	1,118.00	72.05
TOTAL Contract Services	428,632	137,650.91	343,694.33	0.00	84,937.67	80.18
<u>Fees & Other Services</u>						
101-5101-07-5150 Printing	12,200	2,155.00	22,788.63	0.00 (	10,588.63)	186.79
101-5101-07-5190 Insurance - TML	6,000	0.00	5,806.15	0.00	193.85	96.77
101-5101-07-5220 Advertising & Notices	5,300	1,222.14	6,104.34	0.00 (	804.34)	115.18
101-5101-07-5260 Dues and Membership	8,000	0.00	9,017.38	0.00 (	1,017.38)	112.72
101-5101-07-5280 Copier Maintenance cont	9,000	738.40	7,268.35	0.00	1,731.65	80.76
101-5101-07-5310 Tax Assessor/Collector	3,000	0.00	10.25	0.00	2,989.75	0.34
101-5101-07-5320 Appraisal District Fees	31,165	54.50	23,428.10	0.00	7,736.90	75.17

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

101-General Fund

DEPARTMENT - Administration

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
101-5101-07-5540 Bond Insurance	1,407	0.00	1,407.00	0.00	0.00	100.00
101-5101-07-5665 Technology	115,000	8,828.22	141,971.71	55,185.00 (	82,156.71)	171.44
101-5101-07-5666 Bank Fees	<u>5,565</u>	<u>240.00</u>	<u>8,582.10</u>	<u>0.00</u> (	<u>3,017.10)</u>	<u>154.22</u>
TOTAL Fees & Other Services	196,637	13,238.26	226,384.01	55,185.00 (	84,932.01)	143.19
<u>Miscellaneous</u>						
101-5101-09-5130 Community Development	25,000 (	240.63)	7,751.75	0.00	17,248.25	31.01
101-5101-09-5131 Meetings	5,000	141.12	1,199.70	0.00	3,800.30	23.99
101-5101-09-5132 Employee Appreciation	15,000	83.49	13,115.68	1,600.00	284.32	98.10
101-5101-09-5685 Capital Expenditures	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>92,415.44</u> (	<u>92,415.44)</u>	<u>0.00</u>
TOTAL Miscellaneous	45,000 (	16.02)	22,067.13	94,015.44 (	71,082.57)	257.96
<u>Debt Service</u>						
TOTAL Administration	1,565,363	225,451.40	1,400,518.70	153,341.42	11,502.88	99.27

101-General Fund

DEPARTMENT - Police Department

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5102-01-5101 Salaries	1,792,391	139,925.53	1,490,134.57	0.00	302,256.43	83.14
101-5102-01-5105 Overtime	50,127	1,698.02	43,500.82	0.00	6,626.18	86.78
101-5102-01-5106 Longevity	1,375	0.00	1,375.00	0.00	0.00	100.00
101-5102-01-5107 Retirement - TMRS	119,839	9,205.52	102,963.11	0.00	16,875.89	85.92
101-5102-01-5108 Payroll Tax Expense (me	28,597	1,979.47	22,214.38	0.00	6,382.62	77.68
101-5102-01-5109 Group Health Insurance	219,492	18,320.35	199,021.72	0.00	20,470.28	90.67
101-5102-01-5110 Workers Comp TML	60,045	0.00	72,209.37	0.00	(12,164.37)	120.26
101-5102-01-5621 Travel & Training	26,605	1,837.97	23,277.19	0.00	3,327.81	87.49
TOTAL Personnel	2,298,471	172,966.86	1,954,696.16	0.00	343,774.84	85.04
<u>Materials & Supplies</u>						
101-5102-03-5050 Office Supplies	9,212	1,137.90	10,695.94	0.00	(1,483.94)	116.11
101-5102-03-5051 Printing	2,500	866.68	866.68	0.00	1,633.32	34.67
101-5102-03-5080 Gas & Oil	129,000	13,595.10	102,665.65	0.00	26,334.35	79.59
101-5102-03-5081 Uniforms	25,804	3,531.85	25,933.50	0.00	(129.50)	100.50
101-5102-03-5082 Ballistic Vests	14,124	211.13	10,005.12	0.00	4,118.88	70.84
101-5102-03-5090 Postage	500	1,009.19	1,543.22	0.00	(1,043.22)	308.64
TOTAL Materials & Supplies	181,140	20,351.85	151,710.11	0.00	29,429.89	83.75
<u>Repairs & Maintenance</u>						
101-5102-04-5120 Building Maintenance	8,000	325.00	3,841.13	0.00	4,158.87	48.01
101-5102-04-5121 Equipment Maintenance	2,000	0.00	454.50	0.00	1,545.50	22.73
101-5102-04-5122 Vehicle Maintenance	55,186	14,038.80	63,784.47	0.00	(8,598.47)	115.58
TOTAL Repairs & Maintenance	65,186	14,363.80	68,080.10	0.00	(2,894.10)	104.44
<u>Utilities</u>						
101-5102-05-5616 Utilities -Electricity	3,500	730.76	3,677.64	0.00	(177.64)	105.08
101-5102-05-5618 Utilities -Telephone	18,883	1,870.24	19,985.92	0.00	(1,102.92)	105.84
101-5102-05-5619 Utilities -Water/Sewer	2,200	101.82	1,099.60	0.00	1,100.40	49.98
TOTAL Utilities	24,583	2,702.82	24,763.16	0.00	(180.16)	100.73
<u>Contract Services</u>						
101-5102-06-5240 Drug testing/background	2,700	335.00	6,175.50	0.00	(3,475.50)	228.72
101-5102-06-5610 Power DMS	25,371	0.00	25,371.20	0.00	(0.20)	100.00
101-5102-06-5620 Legal and Professional	3,000	0.00	2,500.00	0.00	500.00	83.33
101-5102-06-5621 Childrens' Advocacy Cen	3,500	0.00	3,500.00	0.00	0.00	100.00
101-5102-06-5685 Storage Building - Wils	540	120.00	600.00	0.00	(60.00)	111.11
101-5102-06-5690 Forensic Testing	24,010	3,872.50	5,792.50	0.00	18,217.50	24.13
TOTAL Contract Services	59,121	4,327.50	43,939.20	0.00	15,181.80	74.32
<u>Fees & Other Services</u>						
101-5102-07-5190 Insurance - TML	28,500	0.00	27,579.23	0.00	920.77	96.77
101-5102-07-5220 Advertising & Notices	300	0.00	265.00	0.00	35.00	88.33
101-5102-07-5260 Dues and Memberships	2,000	0.00	1,233.80	0.00	766.20	61.69
101-5102-07-5280 Maintenance contracts	50,000	6,577.86	14,526.07	0.00	35,473.93	29.05
101-5102-07-5665 Technology	16,547	2,607.40	39,609.12	0.00	(23,062.12)	239.37
TOTAL Fees & Other Services	97,347	9,185.26	83,213.22	0.00	14,133.78	85.48

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

101-General Fund

DEPARTMENT - Police Department

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Public Safety</u>						
101-5102-08-5070 Police Supplies	13,810	0.00	5,751.41	0.00	8,058.59	41.65
101-5102-08-5071 Communications Supplies	24,683	0.00	8,330.00	15,709.92	643.08	97.39
101-5102-08-5072 Promotional Supplies	5,840	2,029.90	6,310.08	0.00	(470.08)	108.05
101-5102-08-5625 Ammo/Firearms/Safety Eq	62,149	(100.00)	17,946.38	0.00	44,202.62	28.88
101-5102-08-5626 Taser 7 Lease	5,731	0.00	3,890.40	0.00	1,840.60	67.88
101-5102-08-5686 Flock Cameras	43,700	0.00	43,700.00	0.00	0.00	100.00
101-5102-08-5687 Denton Cty Communicatio	<u>49,286</u>	<u>0.00</u>	<u>36,966.00</u>	<u>0.00</u>	<u>12,320.00</u>	<u>75.00</u>
TOTAL Public Safety	205,199	1,929.90	122,894.27	15,709.92	66,594.81	67.55
<u>Miscellaneous</u>						
101-5102-09-5633 Capital - vehicles	0	0.00	(1.00)	0.00	1.00	0.00
101-5102-09-5685 Capital - equipment	<u>65,843</u>	<u>0.00</u>	<u>65,847.88</u>	<u>0.00</u>	(4.88)	<u>100.01</u>
TOTAL Miscellaneous	65,843	0.00	65,846.88	0.00	(3.88)	100.01
<u>Debt Service</u>						
TOTAL Police Department	2,996,890	225,827.99	2,515,143.10	15,709.92	466,036.98	84.45

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2024

101-General Fund

DEPARTMENT - Fire Department

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5103-01-5101 Salaries	3,831,375	273,607.28	3,199,955.47	0.00	631,419.53	83.52
101-5103-01-5105 Overtime	490,375	37,024.30	347,791.83	0.00	142,583.17	70.92
101-5103-01-5106 Longevity	7,850	0.00	7,850.00	0.00	0.00	100.00
101-5103-01-5107 Retirement - TMRS	282,724	20,079.50	234,822.50	0.00	47,901.50	83.06
101-5103-01-5108 Payroll Tax Expense (me	63,069	4,367.09	51,817.62	0.00	11,251.38	82.16
101-5103-01-5109 Group Health Insurance	459,888	36,256.49	396,923.44	0.00	62,964.56	86.31
101-5103-01-5110 Workers Comp TML	118,800	0.00	145,772.39	0.00 (	26,972.39)	122.70
101-5103-01-5621 Travel/Training	64,100	7,670.99	53,024.91	0.00	11,075.09	82.72
TOTAL Personnel	5,318,181	379,005.65	4,437,958.16	0.00	880,222.84	83.45
<u>Materials & Supplies</u>						
101-5103-03-5080 Gas & Oil	109,800	8,041.20	83,571.24	0.00	26,228.76	76.11
101-5103-03-5081 Uniforms	114,091	753.70	149,016.89	5,017.94 (	39,943.83)	135.01
101-5103-03-5090 Postage	300	9.85	228.80	0.00	71.20	76.27
101-5103-03-5150 Office Supplies	14,700	410.94	14,208.17	0.00	491.83	96.65
101-5103-03-5155 Supplies - Medic	160,000	24,505.15	154,012.52	1,870.33	4,117.15	97.43
TOTAL Materials & Supplies	398,891	33,720.84	401,037.62	6,888.27 (	9,034.89)	102.27
<u>Repairs & Maintenance</u>						
101-5103-04-5120 Building Maintenance	71,000	32,482.29	130,513.21	0.00 (	59,513.21)	183.82
101-5103-04-5121 Equipment Maintenance	302,592	3,272.77	281,332.57	0.00	21,259.43	92.97
101-5103-04-5122 Vehicle Maintenance	134,000	4,830.71	154,510.33	246.00 (	20,756.33)	115.49
TOTAL Repairs & Maintenance	507,592	40,585.77	566,356.11	246.00 (	59,010.11)	111.63
<u>Utilities</u>						
101-5103-05-5616 Utilities -Electricity	16,000	3,856.81	22,922.09	0.00 (	6,922.09)	143.26
101-5103-05-5617 Utilities -Gas	6,900	62.59	3,906.43	0.00	2,993.57	56.61
101-5103-05-5618 Utilities -Telephone	25,980	1,211.18	14,532.88	0.00	11,447.12	55.94
101-5103-05-5619 Utilities -Water/Sewer	7,600	738.19	6,502.89	0.00	1,097.11	85.56
101-5103-05-5620 Direct TV Navo	2,100	160.99	1,647.01	0.00	452.99	78.43
TOTAL Utilities	58,580	6,029.76	49,511.30	0.00	9,068.70	84.52
<u>Contract Services</u>						
101-5103-06-5240 Drug testing/background	2,100	480.67	3,145.17	0.00 (	1,045.17)	149.77
101-5103-06-5620 Legal and Professional	53,000	120.00	19,363.28	0.00	33,636.72	36.53
101-5103-06-5658 Fire Extinguishers	600	0.00	954.38	0.00 (	354.38)	159.06
TOTAL Contract Services	55,700	600.67	23,462.83	0.00	32,237.17	42.12
<u>Fees & Other Services</u>						
101-5103-07-5190 Insurance - TML	77,751	0.00	75,239.00	0.00	2,512.00	96.77
101-5103-07-5260 Dues and Memberships	12,400	90.00	8,886.32	0.00	3,513.68	71.66
101-5103-07-5280 Copier Maintenance Cont	2,000	140.00	2,292.41	0.00 (	292.41)	114.62
101-5103-07-5660 Admin Fee Navo	30,000	0.00	2,465.00	0.00	27,535.00	8.22
101-5103-07-5665 Technology	40,000	1,361.68	34,015.61	0.00	5,984.39	85.04
TOTAL Fees & Other Services	162,151	1,591.68	122,898.34	0.00	39,252.66	75.79

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

101-General Fund

DEPARTMENT - Fire Department

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Public Safety</u>						
101-5103-08-5070 Firefighting Supplies	35,000	11,748.76	45,626.72	4,665.10 (	15,291.82)	143.69
101-5103-08-5687 Denton Cty Communicatio	55,893	0.00	41,922.00	0.00	13,971.00	75.00
TOTAL Public Safety	90,893	11,748.76	87,548.72	4,665.10 (	1,320.82)	101.45
<u>Miscellaneous</u>						
<u>Debt Service</u>						
101-5103-98-5693 Capital Lease - '18 Pir	95,436	7,952.98	87,482.78	0.00	7,953.22	91.67
TOTAL Debt Service	95,436	7,952.98	87,482.78	0.00	7,953.22	91.67
<u>TOTAL Fire Department</u>						
TOTAL Fire Department	6,687,424	481,236.11	5,776,255.86	11,799.37	899,368.77	86.55

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

101-General Fund

DEPARTMENT - AAA

% OF YEAR COMPLETED: 91.67

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

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2024

101-General Fund

DEPARTMENT - Streets Department

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5105-01-5101 Salaries	235,796	13,746.88	179,717.17	0.00	56,078.83	76.22
101-5105-01-5105 Overtime	6,000	380.00	7,531.78	0.00 (	1,531.78)	125.53
101-5105-01-5106 Longevity	1,050	0.00	1,050.00	0.00	0.00	100.00
101-5105-01-5107 Retirement - TMRS	15,785	918.24	12,695.50	0.00	3,089.50	80.43
101-5105-01-5108 Payroll Tax Expense (me	3,521	203.07	3,018.31	0.00	502.69	85.72
101-5105-01-5109 Group Health Insurance	41,808	2,618.70	32,580.67	0.00	9,227.33	77.93
101-5105-01-5110 Workers Comp TML	3,000	0.00	2,780.68	0.00	219.32	92.69
101-5105-01-5121 Travel & Training	<u>5,000</u>	<u>244.87</u>	<u>5,091.20</u>	<u>0.00</u> (	<u>91.20)</u>	<u>101.82</u>
TOTAL Personnel	311,960	18,111.76	244,465.31	0.00	67,494.69	78.36
<u>Materials & Supplies</u>						
101-5105-03-5050 Office Supplies	2,000	45.57	1,787.28	0.00	212.72	89.36
101-5105-03-5080 Gas & Oil	8,251	738.42	8,455.04	0.00 (	204.04)	102.47
101-5105-03-5081 Uniforms	2,000	0.00	1,974.17	0.00	25.83	98.71
101-5105-03-5607 Rock, Sand and Gravel	8,800	538.15	13,426.66	0.00 (	4,626.66)	152.58
101-5105-03-5608 Chemicals Purchased	4,000	0.00	1,311.84	0.00	2,688.16	32.80
101-5105-03-5630 Tools	<u>4,000</u>	<u>0.00</u>	<u>5,799.65</u>	<u>0.00</u> (	<u>1,799.65)</u>	<u>144.99</u>
TOTAL Materials & Supplies	29,051	1,322.14	32,754.64	0.00 (	3,703.64)	112.75
<u>Repairs & Maintenance</u>						
101-5105-04-5121 Equipment Maintenance	10,000	1,477.55	17,222.30	0.00 (	7,222.30)	172.22
101-5105-04-5122 Vehicle Maintenance	0	616.29	2,308.62	0.00 (	2,308.62)	0.00
101-5105-04-5609 Street Signs	45,000	0.00	45,223.38	7,979.27 (	8,202.65)	118.23
101-5105-04-5629 Street maintenance	<u>8,000</u>	<u>986.10</u>	<u>7,169.19</u>	<u>0.00</u>	<u>830.81</u>	<u>89.61</u>
TOTAL Repairs & Maintenance	63,000	3,079.94	71,923.49	7,979.27 (	16,902.76)	126.83
<u>Utilities</u>						
101-5105-05-5616 Utilities - Electricity	<u>38,270</u>	<u>6,196.95</u>	<u>47,673.17</u>	<u>0.00</u> (	<u>9,403.17)</u>	<u>124.57</u>
TOTAL Utilities	38,270	6,196.95	47,673.17	0.00 (	9,403.17)	124.57
<u>Contract Services</u>						
101-5105-06-5240 Drug testing/background	350	0.00	177.50	0.00	172.50	50.71
101-5105-06-5620 Legal and Professional	<u>20,000</u>	<u>0.00</u>	<u>9,722.99</u>	<u>0.00</u>	<u>10,277.01</u>	<u>48.61</u>
TOTAL Contract Services	20,350	0.00	9,900.49	0.00	10,449.51	48.65
<u>Fees & Other Services</u>						
101-5105-07-5190 Insurance - TML	1,563	0.00	1,512.50	0.00	50.50	96.77
101-5105-07-5220 Advertising & Public No	250	0.00	0.00	0.00	250.00	0.00
101-5105-07-5260 Dues and Memberships	650	0.00	0.00	0.00	650.00	0.00
101-5105-07-5665 Technology	<u>2,000</u>	<u>0.00</u>	<u>2,180.62</u>	<u>0.00</u> (	<u>180.62)</u>	<u>109.03</u>
TOTAL Fees & Other Services	4,463	0.00	3,693.12	0.00	769.88	82.75
<u>Miscellaneous</u>						
101-5105-09-5685 Capital - equipment	26,588	0.00	26,587.76	0.00	0.24	100.00
101-5105-09-5689 Capital - streets	<u>15,000</u>	<u>0.00</u>	<u>0.00</u>	<u>8,418.00</u>	<u>6,582.00</u>	<u>56.12</u>
TOTAL Miscellaneous	41,588	0.00	26,587.76	8,418.00	6,582.24	84.17
TOTAL Streets Department	508,682	28,710.79	436,997.98	16,397.27	55,286.75	89.13

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2024

101-General Fund

DEPARTMENT - Development Services

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5107-01-5101 Salaries	481,829	30,935.07	299,430.27	0.00	182,398.73	62.14
101-5107-01-5105 Overtime	4,000	389.90	7,342.55	0.00	(3,342.55)	183.56
101-5107-01-5106 Longevity	250	0.00	250.00	0.00	0.00	100.00
101-5107-01-5107 Retirement - TMRS	25,000	2,036.12	20,564.73	0.00	4,435.27	82.26
101-5107-01-5108 Payroll Tax Expense (me	6,000	443.06	4,265.39	0.00	1,734.61	71.09
101-5107-01-5109 Group Health Insurance	60,000	4,364.50	46,624.78	0.00	13,375.22	77.71
101-5107-01-5110 Workers Comp TML	16,000	0.00	15,405.16	0.00	594.84	96.28
101-5107-01-5621 Travel/Training	5,175	848.11	2,327.68	0.00	2,847.32	44.98
TOTAL Personnel	598,254	39,016.76	396,210.56	0.00	202,043.44	66.23
<u>Materials & Supplies</u>						
101-5107-03-5050 Office Supplies	7,000	314.18	6,775.62	0.00	224.38	96.79
101-5107-03-5080 Gas & Oil	3,000	128.84	587.18	0.00	2,412.82	19.57
101-5107-03-5081 Uniforms	600	0.00	428.54	0.00	171.46	71.42
101-5107-03-5090 Postage	1,500	0.00	391.95	0.00	1,108.05	26.13
101-5107-03-5150 Printing	1,500	0.00	470.00	0.00	1,030.00	31.33
TOTAL Materials & Supplies	13,600	443.02	8,653.29	0.00	4,946.71	63.63
<u>Repairs & Maintenance</u>						
101-5107-04-5122 Vehicle Maintenance	1,000	0.00	460.27	0.00	539.73	46.03
TOTAL Repairs & Maintenance	1,000	0.00	460.27	0.00	539.73	46.03
<u>Contract Services</u>						
101-5107-06-5240 Drug testing/background	400	0.00	400.50	0.00	(0.50)	100.13
101-5107-06-5620 Legal and Professional	75,000	0.00	104,569.50	0.00	(29,569.50)	139.43
101-5107-06-5723 Animal Control	56,130	0.00	35,935.50	0.00	20,194.50	64.02
101-5107-06-5724 Code Enforcement	0	0.00	4,186.20	0.00	(4,186.20)	0.00
101-5107-06-5725 Mowing and clean-up	35,000	17,685.25	69,309.79	0.00	(34,309.79)	198.03
101-5107-06-5763 Inspectors - Bureau Ver	1,450,000	237,325.28	1,310,368.50	0.00	139,631.50	90.37
101-5107-06-5764 Planners	60,000	11,225.82	91,382.10	0.00	(31,382.10)	152.30
TOTAL Contract Services	1,676,530	266,236.35	1,616,152.09	0.00	60,377.91	96.40
<u>Fees & Other Services</u>						
101-5107-07-5190 Insurance - TML	1,300	0.00	1,258.00	0.00	42.00	96.77
101-5107-07-5220 Advertising & Notices	2,000	0.00	964.35	0.00	1,035.65	48.22
101-5107-07-5260 Dues and Memberships	2,160	23.85	912.02	0.00	1,247.98	42.22
101-5107-07-5665 Technology	35,000	105.00	27,301.35	0.00	7,698.65	78.00
101-5107-07-5762 Filing Fees	3,000	1,215.00	4,954.50	0.00	(1,954.50)	165.15
101-5107-07-5765 Property Liens	500	0.00	0.00	0.00	500.00	0.00
TOTAL Fees & Other Services	43,960	1,343.85	35,390.22	0.00	8,569.78	80.51
<u>Miscellaneous</u>						
101-5107-09-5685 Capital Equipment	50,000	15,200.00	42,739.40	0.00	7,260.60	85.48
TOTAL Miscellaneous	50,000	15,200.00	42,739.40	0.00	7,260.60	85.48

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

101-General Fund

DEPARTMENT - Development Services

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Debt Service						
TOTAL Development Services	2,383,344	322,239.98	2,099,605.83	0.00	283,738.17	88.09

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

101-General Fund
DEPARTMENT - Court

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5108-01-5101 Salaries	59,100	4,702.34	53,586.93	0.00	5,513.07	90.67
101-5108-01-5105 Overtime	1,000	33.25	673.42	0.00	326.58	67.34
101-5108-01-5106 Longevity	350	0.00	350.00	0.00	0.00	100.00
101-5108-01-5107 Retirement - TMRS	3,929	307.82	3,688.72	0.00	240.28	93.88
101-5108-01-5108 Payroll Tax Expense (me	877	66.22	793.64	0.00	83.36	90.49
101-5108-01-5109 Group Health Insurance	10,452	872.90	8,413.35	0.00	2,038.65	80.50
101-5108-01-5110 Workers Comp TML	120	0.00	111.24	0.00	8.76	92.70
101-5108-01-5621 Travel/Training	300	0.00	500.00	0.00	(200.00)	166.67
TOTAL Personnel	76,128	5,982.53	68,117.30	0.00	8,010.70	89.48
<u>Materials & Supplies</u>						
101-5108-03-5050 Office Supplies	200	986.67	1,487.36	0.00	(1,287.36)	743.68
101-5108-03-5090 Postage	500	45.49	501.85	0.00	(1.85)	100.37
101-5108-03-5150 Printing	100	0.00	0.00	0.00	100.00	0.00
TOTAL Materials & Supplies	800	1,032.16	1,989.21	0.00	(1,189.21)	248.65
<u>Repairs & Maintenance</u>						
<u>Contract Services</u>						
101-5108-06-5235 Contract Jail Services	2,900	0.00	0.00	0.00	2,900.00	0.00
101-5108-06-5620 Legal & Professional	10,000	8,248.50	15,405.00	0.00	(5,405.00)	154.05
101-5108-06-5765 Contract Svcs - Judge	15,000	1,400.00	15,400.00	0.00	(400.00)	102.67
TOTAL Contract Services	27,900	9,648.50	30,805.00	0.00	(2,905.00)	110.41
<u>Fees & Other Services</u>						
101-5108-07-5190 Insurance - TML	1,300	0.00	1,258.00	0.00	42.00	96.77
101-5108-07-5260 Dues and Memberships	150	0.00	302.90	0.00	(152.90)	201.93
101-5108-07-5540 Bond Insurance	235	0.00	0.00	0.00	235.00	0.00
101-5108-07-5665 Technology	4,000	0.00	1,270.83	0.00	2,729.17	31.77
TOTAL Fees & Other Services	5,685	0.00	2,831.73	0.00	2,853.27	49.81
<u>Debt Service</u>						
TOTAL Court	110,513	16,663.19	103,743.24	0.00	6,769.76	93.87

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2024

101-General Fund

DEPARTMENT - Parks & Recreation

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5110-01-5101 Salaries	160,000	10,606.22	117,010.36	0.00	42,989.64	73.13
101-5110-01-5105 Overtime	6,000	814.55	8,426.09	0.00 (	2,426.09)	140.43
101-5110-01-5106 Longevity	50	0.00	0.00	0.00	50.00	0.00
101-5110-01-5107 Retirement - TMRS	8,968	742.34	8,382.33	0.00	585.67	93.47
101-5110-01-5108 Payroll Tax Expense (me	2,000	165.40	1,867.31	0.00	132.69	93.37
101-5110-01-5109 Group Health Insurance	30,000	2,613.42	27,131.43	0.00	2,868.57	90.44
101-5110-01-5110 Workers Comp TML	2,048	0.00	2,048.44	0.00 (	0.44)	100.02
101-5110-01-5121 Travel & Training	4,000	6.13	3,732.29	0.00	267.71	93.31
TOTAL Personnel	213,066	14,948.06	168,598.25	0.00	44,467.75	79.13
<u>Materials & Supplies</u>						
101-5110-03-5050 Office Supplies	6,000	64.67	1,033.05	0.00	4,966.95	17.22
101-5110-03-5080 Gas & Oil	1,200	41.99	715.99	0.00	484.01	59.67
101-5110-03-5081 Uniforms	600	0.00	479.88	0.00	120.12	79.98
101-5110-03-5150 Printing	400	0.00	0.00	0.00	400.00	0.00
101-5110-03-5608 Chemicals	600	0.00	950.00	0.00 (	350.00)	158.33
101-5110-03-5630 Small Tools	2,000	19.87	1,638.56	0.00	361.44	81.93
101-5110-03-5903 Parts and Fittings	500	0.00	0.00	0.00	500.00	0.00
TOTAL Materials & Supplies	11,300	126.53	4,817.48	0.00	6,482.52	42.63
<u>Repairs & Maintenance</u>						
101-5110-04-5121 Equipment Maintenance	6,000	1,470.55	7,733.88	0.00 (	1,733.88)	128.90
101-5110-04-5122 Vehicle Maintenance	4,000	626.29	4,495.91	0.00 (	495.91)	112.40
101-5110-04-5630 Park Maintenance	20,000	1,772.61	18,325.53	0.00	1,674.47	91.63
TOTAL Repairs & Maintenance	30,000	3,869.45	30,555.32	0.00 (	555.32)	101.85
<u>Utilities</u>						
101-5110-05-5616 Utilities - Electricity	2,500	1,168.51	4,854.45	0.00 (	2,354.45)	194.18
101-5110-05-5619 Utilities - Water/Sewer	1,000	365.16	2,257.60	0.00 (	1,257.60)	225.76
TOTAL Utilities	3,500	1,533.67	7,112.05	0.00 (	3,612.05)	203.20
<u>Contract Services</u>						
<u>Fees & Other Services</u>						
101-5110-07-5190 Insurance - TML	1,600	0.00	1,451.54	0.00	148.46	90.72
101-5110-07-5260 Memberships and Dues	770	0.00	550.00	0.00	220.00	71.43
101-5110-07-5280 Maintenance Contract	0	0.00	293.45	0.00 (	293.45)	0.00
101-5110-07-5624 Equipment Rental	2,000	0.00	0.00	0.00	2,000.00	0.00
101-5110-07-5665 Technology	4,000	0.00	1,000.00	0.00	3,000.00	25.00
TOTAL Fees & Other Services	8,370	0.00	3,294.99	0.00	5,075.01	39.37
<u>Miscellaneous</u>						
101-5110-09-5131 City Events	160,000	13,302.64	103,914.15	0.00	56,085.85	64.95
TOTAL Miscellaneous	160,000	13,302.64	103,914.15	0.00	56,085.85	64.95
TOTAL Parks & Recreation	426,236	33,780.35	318,292.24	0.00	107,943.76	74.68

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2024

101-General Fund

DEPARTMENT - Library

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5111-01-5101 Salaries	201,890	18,281.22	183,245.25	0.00	18,644.75	90.76
101-5111-01-5105 Overtime	3,000	668.66	4,778.68	0.00 (	1,778.68)	159.29
101-5111-01-5106 Longevity	150	0.00	150.00	0.00	0.00	100.00
101-5111-01-5107 Retirement - TMRS	9,545	1,081.78	11,266.61	0.00 (	1,721.61)	118.04
101-5111-01-5108 Payroll Tax Expense (me	2,973	265.83	2,723.27	0.00	249.73	91.60
101-5111-01-5109 Group Health Insurance	41,808	3,486.32	38,092.68	0.00	3,715.32	91.11
101-5111-01-5110 Workers Comp TML	600	0.00	556.12	0.00	43.88	92.69
101-5111-01-5621 Travel/Training	3,500	0.00	2,458.66	0.00	1,041.34	70.25
TOTAL Personnel	263,466	23,783.81	243,271.27	0.00	20,194.73	92.33
<u>Materials & Supplies</u>						
101-5111-03-5050 Office Supplies	5,460	0.00	5,363.71	0.00	96.29	98.24
101-5111-03-5052 Library Supplies	4,000	628.94	3,588.72	0.00	411.28	89.72
101-5111-03-5090 Postage	1,600	32.98	1,049.70	0.00	550.30	65.61
101-5111-03-5661 Collection Development	44,000	6,118.78	40,449.46	990.40	2,560.14	94.18
TOTAL Materials & Supplies	55,060	6,780.70	50,451.59	990.40	3,618.01	93.43
<u>Repairs & Maintenance</u>						
101-5111-04-5120 Building Maintenance	68,000	775.00	68,297.96	0.00 (	297.96)	100.44
TOTAL Repairs & Maintenance	68,000	775.00	68,297.96	0.00 (	297.96)	100.44
<u>Utilities</u>						
101-5111-05-5616 Utilities - Electricity	13,000	1,828.05	10,364.59	0.00	2,635.41	79.73
101-5111-05-5618 Utilities - Telephone	4,248	326.19	3,556.59	0.00	691.41	83.72
101-5111-05-5619 Utilities - Water/Sewer	3,726	115.62	2,373.42	0.00	1,352.58	63.70
TOTAL Utilities	20,974	2,269.86	16,294.60	0.00	4,679.40	77.69
<u>Contract Services</u>						
101-5111-06-5620 Legal & Professional	300	0.00	0.00	0.00	300.00	0.00
101-5111-06-5658 Fire Extinguishers	1,500	0.00	3,400.00	0.00 (	1,900.00)	226.67
TOTAL Contract Services	1,800	0.00	3,400.00	0.00 (	1,600.00)	188.89
<u>Fees & Other Services</u>						
101-5111-07-5150 Printing	500	0.00	419.65	0.00	80.35	83.93
101-5111-07-5190 Insurance - TML	11,000	0.00	10,644.63	0.00	355.37	96.77
101-5111-07-5260 Dues and Memberships	4,352	0.00	3,537.00	0.00	815.00	81.27
101-5111-07-5280 Copier Maintenance Cont	500	0.00	849.39	0.00 (	349.39)	169.88
101-5111-07-5665 Technology	17,000	1,200.76	14,555.86	0.00	2,444.14	85.62
TOTAL Fees & Other Services	33,352	1,200.76	30,006.53	0.00	3,345.47	89.97
<u>Miscellaneous</u>						
101-5111-09-5130 Community Development	13,400	1,731.84	14,053.57	0.00 (	653.57)	104.88
101-5111-09-5667 Senior Programs	3,000	408.68	1,555.08	0.00	1,444.92	51.84
101-5111-09-5685 Capital Equipment	9,262	0.00	9,262.11	0.00 (	0.11)	100.00
TOTAL Miscellaneous	25,662	2,140.52	24,870.76	0.00	791.24	96.92
TOTAL Library	468,314	36,950.65	436,592.71	990.40	30,730.89	93.44

101-General Fund

DEPARTMENT - Providence Village PD

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5114-01-5101 Salaries	693,243	59,281.05	683,914.26	0.00	9,328.74	98.65
101-5114-01-5105 Overtime	20,007	1,283.48	32,450.84	0.00 (	12,443.84)	162.20
101-5114-01-5106 Longevity	1,200	0.00	975.00	0.00	225.00	81.25
101-5114-01-5107 Retirement - TMRS	46,138	3,936.69	48,251.96	0.00 (	2,113.96)	104.58
101-5114-01-5108 Payroll Tax Expense (me	16,761	839.97	10,362.43	0.00	6,398.57	61.82
101-5114-01-5109 Group Health Insurance	94,068	7,492.54	78,940.35	0.00	15,127.65	83.92
101-5114-01-5110 Workers Comp TML	9,106	0.00	9,811.12	0.00 (	705.12)	107.74
101-5114-01-5621 Travel & Training	15,759	2,906.44	15,911.44	0.00 (	152.44)	100.97
TOTAL Personnel	896,282	75,740.17	880,617.40	0.00	15,664.60	98.25
<u>Materials & Supplies</u>						
101-5114-03-5050 Office Supplies	4,428	736.67	7,073.66	0.00 (	2,645.66)	159.75
101-5114-03-5051 Printing	2,500	0.00	0.00	0.00	2,500.00	0.00
101-5114-03-5080 Gas & Oil	63,328	805.14	15,707.94	0.00	47,620.06	24.80
101-5114-03-5081 Uniforms	12,045	0.00	8,015.82	0.00	4,029.18	66.55
101-5114-03-5082 Ballistic Vests	2,739	0.00	6,167.26	0.00 (	3,428.26)	225.16
TOTAL Materials & Supplies	85,040	1,541.81	36,964.68	0.00	48,075.32	43.47
<u>Repairs & Maintenance</u>						
101-5114-04-5121 Equipment Maintenance	3,000	209.40	2,303.40	0.00	696.60	76.78
101-5114-04-5122 Vehicle Maintenance	17,773	286.44	20,277.09	0.00 (	2,504.09)	114.09
TOTAL Repairs & Maintenance	20,773	495.84	22,580.49	0.00 (	1,807.49)	108.70
<u>Utilities</u>						
101-5114-05-5618 Utilities - Telephone	5,655	980.96	9,711.54	0.00 (	4,056.54)	171.73
TOTAL Utilities	5,655	980.96	9,711.54	0.00 (	4,056.54)	171.73
<u>Contract Services</u>						
101-5114-06-5240 Drug testing/background	800	0.00	1,380.00	0.00 (	580.00)	172.50
101-5114-06-5690 Forensic Testing	2,500	0.00	750.00	0.00	1,750.00	30.00
TOTAL Contract Services	3,300	0.00	2,130.00	0.00	1,170.00	64.55
<u>Fees & Other Services</u>						
101-5114-07-5190 Insurance - TML	21,374	0.00	21,773.06	0.00 (	399.06)	101.87
101-5114-07-5660 Administrative Fee	30,000	2,500.00	27,500.00	0.00	2,500.00	91.67
101-5114-07-5665 Technology	8,037	0.00	0.00	0.00	8,037.00	0.00
TOTAL Fees & Other Services	59,411	2,500.00	49,273.06	0.00	10,137.94	82.94
<u>Public Safety</u>						
101-5114-08-5070 Police Supplies	6,702	0.00	2,498.93	0.00	4,203.07	37.29
101-5114-08-5071 Communications Supplies	6,171	0.00	2,218.10	5,236.64 (	1,283.74)	120.80
101-5114-08-5072 Promotional Supplies	1,600	0.00	1,356.27	0.00	243.73	84.77
101-5114-08-5625 Ammo/Firearms/Safety Eq	12,767	0.00	12,767.00	0.00	0.00	100.00
101-5114-08-5626 Taser 7 Lease	2,050	0.00	0.00	0.00	2,050.00	0.00
101-5114-08-5687 Denton Co Communication	24,276	0.00	18,207.00	0.00	6,069.00	75.00
TOTAL Public Safety	53,566	0.00	37,047.30	5,236.64	11,282.06	78.94

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

101-General Fund

DEPARTMENT - Providence Village PD

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Miscellaneous						
101-5114-09-5633 Capital - Vehicles	0	0.00	20,798.22	0.00	(20,798.22)	0.00
TOTAL Miscellaneous	0	0.00	20,798.22	0.00	(20,798.22)	0.00
Debt Service						
TOTAL Providence Village PD	1,124,027	81,258.78	1,059,122.69	5,236.64	59,667.67	94.69

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

101-General Fund
DEPARTMENT - Fleet

% OF YEAR COMPLETED: 91.67

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

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

101-General Fund

DEPARTMENT - HR

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
<u>Materials & Supplies</u>						
<u>Repairs & Maintenance</u>						
<u>Utilities</u>						
<u>Contract Services</u>						
<u>Fees & Other Services</u>						
<u>Miscellaneous</u>						
<u>Contingency/FB</u>						
TOTAL EXPENSES	16,270,793	1,452,119.24	14,146,272.35	203,475.02	1,921,045.63	88.19
REVENUE OVER/(UNDER) EXPENSES	2,487,361 (	159,953.38)	3,945,747.97 (	203,475.02) (	1,254,911.95)	150.45

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

201-Water Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Fines and Fees	338,000	28,576.09	353,405.40	0.00 (	15,405.40)	104.56
Charges for Services	2,065,886	54,021.63	1,895,832.68	0.00	170,053.32	91.77
Miscellaneous	<u>67,000</u>	<u>5,667.00</u>	<u>57,995.44</u>	<u>0.00</u>	<u>9,004.56</u>	<u>86.56</u>
TOTAL GENERAL REVENUE	<u>2,470,886</u>	<u>88,264.72</u>	<u>2,307,233.52</u>	<u>0.00</u>	<u>163,652.48</u>	<u>93.38</u>
TOTAL REVENUE	2,470,886	88,264.72	2,307,233.52	0.00	163,652.48	93.38
	=====	=====	=====	=====	=====	=====
<u>EXPENSE SUMMARY</u>						
<u>Water</u>						
Personnel	429,180	35,442.51	351,760.80	0.00	77,419.20	81.96
Materials & Supplies	234,000	6,378.37	268,960.37	8,175.00 (	43,135.37)	118.43
Repairs & Maintenance	354,500	17,003.07	185,784.42	0.00	168,715.58	52.41
Utilities	102,200	26,810.38	131,058.03	0.00 (	28,858.03)	128.24
Contract Services	98,850	0.00	21,819.09	0.00	77,030.91	22.07
Fees & Other Services	75,753	4,876.96	65,884.60	0.00	9,868.40	86.97
Debt Service	715,006	218,478.13	715,006.26	0.00 (	0.26)	100.00
Contingency/FB	<u>558,640</u>	<u>8,220.00</u>	<u>90,420.00</u>	<u>13,200.00</u>	<u>455,020.00</u>	<u>18.55</u>
TOTAL Water	<u>2,568,129</u>	<u>317,209.42</u>	<u>1,830,693.57</u>	<u>21,375.00</u>	<u>716,060.43</u>	<u>72.12</u>
TOTAL EXPENSES	2,568,129	317,209.42	1,830,693.57	21,375.00	716,060.43	72.12
	=====	=====	=====	=====	=====	=====
REVENUE OVER/(UNDER) EXPENSES	(97,243)	(228,944.70)	476,539.95	(21,375.00)	(552,407.95)	468.07-

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

201-Water Fund

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Fines and Fees</u>						
201-4000-01-4012 Late Penalties-Water	26,000	2,642.09	28,852.40	0.00 (	2,852.40)	110.97
201-4000-01-4013 Application fee	5,000	600.00	6,940.00	0.00 (	1,940.00)	138.80
201-4000-01-4014 Reconnects	6,500	860.00	6,375.00	0.00	125.00	98.08
201-4000-01-4630 Bank Fees collected	500	30.00	450.00	0.00	50.00	90.00
201-4000-01-4710 Water Impact Fees	<u>300,000</u>	<u>24,444.00</u>	<u>310,788.00</u>	<u>0.00 (</u>	<u>10,788.00)</u>	<u>103.60</u>
TOTAL Fines and Fees	338,000	28,576.09	353,405.40	0.00 (	15,405.40)	104.56
 <u>Charges for Services</u>						
201-4000-06-4010 Water Billings	1,734,386	163,382.52	1,527,064.15	0.00	207,321.85	88.05
201-4000-06-4011 Water Conection/Tap Fee	80,000	6,798.90	168,005.50	0.00 (	88,005.50)	210.01
201-4000-06-4015 Bulk Water	1,500	51.22	51.22	0.00	1,448.78	3.41
201-4000-06-4019 Billing Adjustments	0 (	116,211.01)	45,951.77	0.00 (	45,951.77)	0.00
201-4000-06-4020 Infrastructure Inspecti	<u>250,000</u>	<u>0.00</u>	<u>154,760.04</u>	<u>0.00</u>	<u>95,239.96</u>	<u>61.90</u>
TOTAL Charges for Services	2,065,886	54,021.63	1,895,832.68	0.00	170,053.32	91.77
 <u>Miscellaneous</u>						
201-4000-09-4500 Interest Income	65,000	3,600.89	48,881.81	0.00	16,118.19	75.20
201-4000-09-4540 Other Income	<u>2,000</u>	<u>2,066.11</u>	<u>9,113.63</u>	<u>0.00 (</u>	<u>7,113.63)</u>	<u>455.68</u>
TOTAL Miscellaneous	67,000	5,667.00	57,995.44	0.00	9,004.56	86.56
 <u>Contingency/FB</u>						
TOTAL REVENUE	2,470,886	88,264.72	2,307,233.52	0.00	163,652.48	93.38

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2024

201-Water Fund

DEPARTMENT - Water

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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Personnel

201-5201-01-5101 Salaries	324,008	25,909.36	257,201.20	0.00	66,806.80	79.38
201-5201-01-5105 Overtime	12,000	1,754.77	12,911.16	0.00 (	911.16)	107.59
201-5201-01-5106 Longevity	450	0.00	450.00	0.00	0.00	100.00
201-5201-01-5107 TMRS Contribution	20,675	1,798.16	18,313.29	0.00	2,361.71	88.58
201-5201-01-5108 Payroll Tax Expense (me	4,835	382.52	3,868.22	0.00	966.78	80.00
201-5201-01-5109 Group Health Insurance	52,712	5,232.12	45,941.75	0.00	6,770.25	87.16
201-5201-01-5110 Workmens Comp TML	9,000	0.00	8,342.00	0.00	658.00	92.69
201-5201-01-5621 Travel/Training	5,500	365.58	4,733.18	0.00	766.82	86.06
TOTAL Personnel	429,180	35,442.51	351,760.80	0.00	77,419.20	81.96

Materials & Supplies

201-5201-03-5050 Office Supplies	6,000	201.67	5,833.60	0.00	166.40	97.23
201-5201-03-5080 Gas & Oil	20,000	1,761.99	23,032.46	0.00 (	3,032.46)	115.16
201-5201-03-5081 Uniforms	5,000	0.00	6,114.93	0.00 (	1,114.93)	122.30
201-5201-03-5090 Postage	11,500	1,492.21	10,940.08	0.00	559.92	95.13
201-5201-03-5150 Printing	4,500	464.56	5,889.95	0.00 (	1,389.95)	130.89
201-5201-03-5608 Rock, Sand & Gravel	1,000	0.00	5,200.00	0.00 (	4,200.00)	520.00
201-5201-03-5630 Tools	6,000	0.00	5,652.98	0.00	347.02	94.22
201-5201-03-5903 Parts and Fittings	30,000	0.00	41,182.04	0.00 (	11,182.04)	137.27
201-5201-03-5904 Chlorine	10,000	2,457.94	12,668.00	0.00 (	2,668.00)	126.68
201-5201-03-5905 Meters	140,000	0.00	152,446.33	8,175.00 (	20,621.33)	114.73
TOTAL Materials & Supplies	234,000	6,378.37	268,960.37	8,175.00 (	43,135.37)	118.43

Repairs & Maintenance

201-5201-04-5120 Building Maintenance	6,500	499.47	12,956.41	0.00 (	6,456.41)	199.33
201-5201-04-5121 Equipment Maintenance	40,000	4,597.54	37,158.73	0.00	2,841.27	92.90
201-5201-04-5122 Vehicle Maintenance	8,000	988.82	10,956.72	0.00 (	2,956.72)	136.96
201-5201-04-5902 Water System Maintenan	300,000	10,917.24	124,712.56	0.00	175,287.44	41.57
TOTAL Repairs & Maintenance	354,500	17,003.07	185,784.42	0.00	168,715.58	52.41

Utilities

201-5201-05-5616 Utilities - Electricity	90,000	25,869.34	121,280.02	0.00 (	31,280.02)	134.76
201-5201-05-5617 Utilities - Gas	4,000	375.10	3,188.87	0.00	811.13	79.72
201-5201-05-5618 Utilities - Telephone	7,000	565.94	5,828.03	0.00	1,171.97	83.26
201-5201-05-5619 Utilities - Water/Sewer	1,200	0.00	761.11	0.00	438.89	63.43
TOTAL Utilities	102,200	26,810.38	131,058.03	0.00 (	28,858.03)	128.24

Contract Services

201-5201-06-5240 Drug testing/background	200	0.00	200.50	0.00 (	0.50)	100.25
201-5201-06-5620 Legal & Professional	38,650	0.00	10,603.97	0.00	28,046.03	27.44
201-5201-06-5766 Consultant - engineerin	60,000	0.00	11,014.62	0.00	48,985.38	18.36
TOTAL Contract Services	98,850	0.00	21,819.09	0.00	77,030.91	22.07

Fees & Other Services

201-5201-07-5190 Insurance - TML	9,000	0.00	8,709.23	0.00	290.77	96.77
201-5201-07-5220 Advertising & Notices	750	0.00	0.00	0.00	750.00	0.00
201-5201-07-5260 Dues & Memberships	1,500	0.00	1,100.55	0.00	399.45	73.37

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

201-Water Fund

DEPARTMENT - Water

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
201-5201-07-5261 Permits-TCEQ	6,087	4,500.00	10,587.15	0.00 (	4,500.15)	173.93
201-5201-07-5262 UTRW membership	2,800	0.00	3,041.00	0.00 (	241.00)	108.61
201-5201-07-5624 Equipment Rental	6,000	0.00	3,897.03	0.00	2,102.97	64.95
201-5201-07-5665 Technology	8,250	0.00	5,445.03	0.00	2,804.97	66.00
201-5201-07-5666 Bank fees	366 (	200.00)	165.92	0.00	200.08	45.33
201-5201-07-5901 Lab Fees	20,000	0.00	19,507.20	0.00	492.80	97.54
201-5201-07-5906 Groundwater Pumpage Fee	15,000	0.00	10,961.31	0.00	4,038.69	73.08
201-5201-07-5909 AMR Annual Fees	6,000	576.96	2,470.18	0.00	3,529.82	41.17
TOTAL Fees & Other Services	75,753	4,876.96	65,884.60	0.00	9,868.40	86.97
<u>Debt Service</u>						
201-5201-98-5801 2016 Bond Principal	215,000	0.00	215,000.00	0.00	0.00	100.00
201-5201-98-5866 2016 Bond Interest	122,300	60,075.00	122,300.00	0.00	0.00	100.00
201-5201-98-5867 2023 CO Bond Principal	60,000	0.00	60,000.00	0.00	0.00	100.00
201-5201-98-5868 2023 CO Bond Interest	317,706	158,403.13	317,706.26	0.00 (	0.26)	100.00
TOTAL Debt Service	715,006	218,478.13	715,006.26	0.00 (	0.26)	100.00
<u>Contingency/FB</u>						
201-5201-99-4090 Administrative fee	98,640	8,220.00	90,420.00	0.00	8,220.00	91.67
201-5201-99-5902 Capital - equipment	10,000	0.00	0.00	13,200.00 (	3,200.00)	132.00
201-5201-99-9900 Depreciation expense	450,000	0.00	0.00	0.00	450,000.00	0.00
TOTAL Contingency/FB	558,640	8,220.00	90,420.00	13,200.00	455,020.00	18.55
TOTAL Water	2,568,129	317,209.42	1,830,693.57	21,375.00	716,060.43	72.12
TOTAL EXPENSES	2,568,129	317,209.42	1,830,693.57	21,375.00	716,060.43	72.12
REVENUE OVER/ (UNDER) EXPENSES	(97,243) (	228,944.70)	476,539.95 (	21,375.00) (	552,407.95)	468.07-

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

202-Sewer Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

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

GENERAL REVENUE

Fines and Fees	308,000	28,778.66	364,087.65	0.00 (	56,087.65)	118.21
Charges for Services	1,088,560	78,185.09	889,671.79	0.00	198,888.21	81.73
Miscellaneous	40,000	3,733.64	40,238.97	0.00 (	238.97)	100.60
TOTAL GENERAL REVENUE	1,436,560	110,697.39	1,293,998.41	0.00	142,561.59	90.08
TOTAL REVENUE	1,436,560	110,697.39	1,293,998.41	0.00	142,561.59	90.08
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EXPENSE SUMMARY

Sewer

Personnel	318,292	24,347.76	294,678.79	0.00	23,613.21	92.58
Materials & Supplies	53,900	3,019.83	61,400.96	0.00 (	7,500.96)	113.92
Repairs & Maintenance	180,000	21,365.37	223,259.29	7,250.00 (	50,509.29)	128.06
Utilities	159,500	18,312.41	194,052.72	0.00 (	34,552.72)	121.66
Contract Services	36,200	0.00	30,028.23	0.00	6,171.77	82.95
Fees & Other Services	58,301	7,482.55	38,939.91	0.00	19,361.09	66.79
Contingency/FB	98,906	0.00	98,905.07	53,378.70 (	53,377.77)	153.97
TOTAL Sewer	905,099	74,527.92	941,264.97	60,628.70 (	96,794.67)	110.69
TOTAL EXPENSES	905,099	74,527.92	941,264.97	60,628.70 (	96,794.67)	110.69
	=====	=====	=====	=====	=====	=====

REVENUE OVER/ (UNDER) EXPENSES	531,461	36,169.47	352,733.44 (	60,628.70)	239,356.26	54.96
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CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

202-Sewer Fund

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Fines and Fees</u>						
202-4000-01-4021 Late Penalties - Sewer	8,000	1,023.66	11,202.65	0.00 (	3,202.65)	140.03
202-4000-01-4710 Sewer Impact Fees	<u>300,000</u>	<u>27,755.00</u>	<u>352,885.00</u>	<u>0.00 (</u>	<u>52,885.00)</u>	<u>117.63</u>
TOTAL Fines and Fees	308,000	28,778.66	364,087.65	0.00 (	56,087.65)	118.21
 <u>Charges for Services</u>						
202-4000-06-4011 Sewer Connection/Tap Fe	10,000	0.00	1,700.00	0.00	8,300.00	17.00
202-4000-06-4020 Sewer Billings	1,078,560	78,185.09	886,221.79	0.00	192,338.21	82.17
202-4000-06-4022 Lift Station	<u>0</u>	<u>0.00</u>	<u>1,750.00</u>	<u>0.00 (</u>	<u>1,750.00)</u>	<u>0.00</u>
TOTAL Charges for Services	1,088,560	78,185.09	889,671.79	0.00	198,888.21	81.73
 <u>Miscellaneous</u>						
202-4000-09-4500 Interest Income	<u>40,000</u>	<u>3,733.64</u>	<u>40,238.97</u>	<u>0.00 (</u>	<u>238.97)</u>	<u>100.60</u>
TOTAL Miscellaneous	40,000	3,733.64	40,238.97	0.00 (	238.97)	100.60
 <u>Contingency/FB</u>						
TOTAL REVENUE	1,436,560	110,697.39	1,293,998.41	0.00	142,561.59	90.08

202-Sewer Fund

DEPARTMENT - Sewer

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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Personnel

202-5202-01-5101 Salaries	230,000	17,338.42	202,835.64	0.00	27,164.36	88.19
202-5202-01-5105 Overtime	12,000	1,947.58	23,199.85	0.00 (	11,199.85)	193.33
202-5202-01-5106 Longevity	1,050	0.00	1,100.00	0.00 (	50.00)	104.76
202-5202-01-5107 Retirement - TMRS	17,176	1,253.57	15,581.75	0.00	1,594.25	90.72
202-5202-01-5108 Payroll Tax Expense (me	4,055	277.30	3,397.32	0.00	657.68	83.78
202-5202-01-5109 Group Health Insurance	42,260	3,486.32	36,714.58	0.00	5,545.42	86.88
202-5202-01-5110 Workers Comp TML	6,751	0.00	6,257.44	0.00	493.56	92.69
202-5202-01-5621 Travel/training	5,000	44.57	5,592.21	0.00 (	592.21)	111.84
TOTAL Personnel	318,292	24,347.76	294,678.79	0.00	23,613.21	92.58

Materials & Supplies

202-5202-03-5050 Office Supplies	6,000	0.00	2,508.69	0.00	3,491.31	41.81
202-5202-03-5080 Gas & Oil	14,000	844.92	14,715.54	0.00 (	715.54)	105.11
202-5202-03-5081 Uniforms	3,500	0.00	3,789.87	0.00 (	289.87)	108.28
202-5202-03-5090 Postage	300	0.00	295.30	0.00	4.70	98.43
202-5202-03-5150 Printing	600	0.00	0.00	0.00	600.00	0.00
202-5202-03-5607 Rock, Sand & Gravel	4,000	95.13	7,479.28	0.00 (	3,479.28)	186.98
202-5202-03-5608 Chemicals Purchased	10,000	0.00	9,629.59	0.00	370.41	96.30
202-5202-03-5630 Tools	1,500	0.00	5,552.51	0.00 (	4,052.51)	370.17
202-5202-03-5903 Parts and Fittings	3,000	0.00	3,159.90	0.00 (	159.90)	105.33
202-5202-03-5904 Chlorine	11,000	2,079.78	14,270.28	0.00 (	3,270.28)	129.73
TOTAL Materials & Supplies	53,900	3,019.83	61,400.96	0.00 (	7,500.96)	113.92

Repairs & Maintenance

202-5202-04-5120 Building Maintenance	5,000	0.00	8,154.14	0.00 (	3,154.14)	163.08
202-5202-04-5121 Equipment Maintenance	30,000	16,579.12	50,234.39	0.00 (	20,234.39)	167.45
202-5202-04-5122 Vehicle Maintenance	5,000	616.28	7,591.72	0.00 (	2,591.72)	151.83
202-5202-04-5902 Sewer System Maintenan	55,000	4,169.97	44,378.96	7,250.00	3,371.04	93.87
202-5202-04-5903 WWTP Maintenance	85,000	0.00	112,900.08	0.00 (	27,900.08)	132.82
TOTAL Repairs & Maintenance	180,000	21,365.37	223,259.29	7,250.00 (	50,509.29)	128.06

Utilities

202-5202-05-5616 Utilities - Electricity	42,500	8,347.94	50,056.95	0.00 (	7,556.95)	117.78
202-5202-05-5618 Utilities - Telephone	7,000	877.49	8,213.87	0.00 (	1,213.87)	117.34
202-5202-05-5619 Utilities - Water/Sewer	100,000	9,086.98	132,477.66	0.00 (	32,477.66)	132.48
202-5202-05-5621 Utilities - Sludge Disp	10,000	0.00	3,304.24	0.00	6,695.76	33.04
TOTAL Utilities	159,500	18,312.41	194,052.72	0.00 (	34,552.72)	121.66

Contract Services

202-5202-06-5240 Drug testing/background	200	0.00	200.00	0.00	0.00	100.00
202-5202-06-5620 Legal & Professional	6,000	0.00	1,871.24	0.00	4,128.76	31.19
202-5202-06-5766 Consultant - engineerin	30,000	0.00	27,956.99	0.00	2,043.01	93.19
TOTAL Contract Services	36,200	0.00	30,028.23	0.00	6,171.77	82.95

Fees & Other Services

202-5202-07-5190 Insurance - TML	15,000	0.00	14,515.38	0.00	484.62	96.77
202-5202-07-5260 Dues & Memberships	2,601	0.00	2,600.55	0.00	0.45	99.98

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

202-Sewer Fund

DEPARTMENT - Sewer

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
202-5202-07-5261 Permits-TCEQ	4,700	0.00	0.00	0.00	4,700.00	0.00
202-5202-07-5624 Equipment Rental	15,000	0.00	3,516.29	0.00	11,483.71	23.44
202-5202-07-5665 Technology	6,000	0.00	3,750.00	0.00	2,250.00	62.50
202-5202-07-5901 Lab Fees	15,000	7,482.55	14,557.69	0.00	442.31	97.05
TOTAL Fees & Other Services	58,301	7,482.55	38,939.91	0.00	19,361.09	66.79
Debt Service						
Contingency/FB						
202-5202-99-5902 Capital - equipment	98,906	0.00	98,905.07	53,378.70	(53,377.77)	153.97
TOTAL Contingency/FB	98,906	0.00	98,905.07	53,378.70	(53,377.77)	153.97
TOTAL Sewer	905,099	74,527.92	941,264.97	60,628.70	(96,794.67)	110.69
TOTAL EXPENSES	905,099	74,527.92	941,264.97	60,628.70	(96,794.67)	110.69
REVENUE OVER/ (UNDER) EXPENSES	531,461	36,169.47	352,733.44	(60,628.70)	239,356.26	54.96

205-Solid Waste Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

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

GENERAL REVENUE

Charges for Services	<u>2,263,208</u>	<u>56,739.68</u>	<u>1,829,473.71</u>	<u>0.00</u>	<u>433,734.29</u>	<u>80.84</u>
TOTAL GENERAL REVENUE	<u>2,263,208</u>	<u>56,739.68</u>	<u>1,829,473.71</u>	<u>0.00</u>	<u>433,734.29</u>	<u>80.84</u>
TOTAL REVENUE	<u>2,263,208</u>	<u>56,739.68</u>	<u>1,829,473.71</u>	<u>0.00</u>	<u>433,734.29</u>	<u>80.84</u>
	=====	=====	=====	=====	=====	=====

EXPENSE SUMMARY

Solid Waste

Fees & Other Services	<u>2,263,208</u>	<u>193,726.30</u>	<u>2,000,876.89</u>	<u>0.00</u>	<u>262,331.11</u>	<u>88.41</u>
TOTAL Solid Waste	<u>2,263,208</u>	<u>193,726.30</u>	<u>2,000,876.89</u>	<u>0.00</u>	<u>262,331.11</u>	<u>88.41</u>
TOTAL EXPENSES	<u>2,263,208</u>	<u>193,726.30</u>	<u>2,000,876.89</u>	<u>0.00</u>	<u>262,331.11</u>	<u>88.41</u>
	=====	=====	=====	=====	=====	=====

REVENUE OVER/ (UNDER) EXPENSES	0	(136,986.62)	(171,403.18)	0.00	171,403.18	0.00
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CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

205-Solid Waste Fund

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Charges for Services</u>						
205-4000-06-4025 Garbage Billings	<u>2,263,208</u>	<u>56,739.68</u>	<u>1,829,473.71</u>	<u>0.00</u>	<u>433,734.29</u>	<u>80.84</u>
TOTAL Charges for Services	2,263,208	56,739.68	1,829,473.71	0.00	433,734.29	80.84
<u>Miscellaneous</u>						
<u>Contingency/FB</u>						
TOTAL REVENUE	2,263,208	56,739.68	1,829,473.71	0.00	433,734.29	80.84

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

205-Solid Waste Fund

DEPARTMENT - Solid Waste

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Materials & Supplies						
Fees & Other Services						
205-5205-07-5666 Mustang Collection Fees	95,000	0.00	76,538.15	0.00	18,461.85	80.57
205-5205-07-5931 Franchise Fees 15%	280,000	25,865.05	276,600.60	0.00	3,399.40	98.79
205-5205-07-5941 Republic Waste	<u>1,888,208</u>	<u>167,861.25</u>	<u>1,647,738.14</u>	<u>0.00</u>	<u>240,469.86</u>	<u>87.26</u>
TOTAL Fees & Other Services	2,263,208	193,726.30	2,000,876.89	0.00	262,331.11	88.41
Contingency/FB						
TOTAL Solid Waste	2,263,208	193,726.30	2,000,876.89	0.00	262,331.11	88.41
TOTAL EXPENSES	2,263,208	193,726.30	2,000,876.89	0.00	262,331.11	88.41
REVENUE OVER/(UNDER) EXPENSES	0 (	136,986.62) (	171,403.18)	0.00	171,403.18	0.00

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

301-Debt Service Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Taxes	1,321,000	18,449.84	1,366,393.08	0.00 (	45,393.08)	103.44
Miscellaneous	<u>15,000</u>	<u>1,642.93</u>	<u>28,871.80</u>	<u>0.00 (</u>	<u>13,871.80)</u>	<u>192.48</u>
TOTAL GENERAL REVENUE	<u>1,336,000</u>	<u>20,092.77</u>	<u>1,395,264.88</u>	<u>0.00 (</u>	<u>59,264.88)</u>	<u>104.44</u>
 TOTAL REVENUE	 1,336,000	 20,092.77	 1,395,264.88	 0.00 (	 59,264.88)	 104.44
	=====	=====	=====	=====	=====	=====
<u>EXPENSE SUMMARY</u>						
<u>Debt Service</u>						
Fees & Other Services	4,000	0.00	3,500.00	0.00	500.00	87.50
Debt Service	<u>1,372,229</u>	<u>291,595.95</u>	<u>1,372,278.97</u>	<u>0.00 (</u>	<u>49.97)</u>	<u>100.00</u>
TOTAL Debt Service	<u>1,376,229</u>	<u>291,595.95</u>	<u>1,375,778.97</u>	<u>0.00</u>	<u>450.03</u>	<u>99.97</u>
 TOTAL EXPENSES	 1,376,229	 291,595.95	 1,375,778.97	 0.00	 450.03	 99.97
	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENSES	(40,229)	(271,503.18)	19,485.91	0.00 (	59,714.91)	48.44-

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

301-Debt Service Fund

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Taxes</u>						
301-4000-02-4100 Property Taxes	<u>1,321,000</u>	<u>18,449.84</u>	<u>1,366,393.08</u>	<u>0.00</u>	<u>(45,393.08)</u>	<u>103.44</u>
TOTAL Taxes	1,321,000	18,449.84	1,366,393.08	0.00	(45,393.08)	103.44
<u>Miscellaneous</u>						
301-4000-09-4500 Interest Income	<u>15,000</u>	<u>1,642.93</u>	<u>28,871.80</u>	<u>0.00</u>	<u>(13,871.80)</u>	<u>192.48</u>
TOTAL Miscellaneous	15,000	1,642.93	28,871.80	0.00	(13,871.80)	192.48
<u>Contingency/FB</u>						
TOTAL REVENUE	1,336,000	20,092.77	1,395,264.88	0.00	(59,264.88)	104.44

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

301-Debt Service Fund

DEPARTMENT - Debt Service

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Fees & Other Services</u>						
301-5301-07-5870 Agent Fees	4,000	0.00	3,500.00	0.00	500.00	87.50
TOTAL Fees & Other Services	4,000	0.00	3,500.00	0.00	500.00	87.50
<u>Debt Service</u>						
301-5301-98-5850 2020 Time Warrant Princ	36,000	0.00	36,000.00	0.00	0.00	100.00
301-5301-98-5851 2020 Time Warrant Inter	9,708	4,746.00	9,708.00	0.00	0.00	100.00
301-5301-98-5852 2006 CO Principal	40,000	40,000.00	40,000.00	0.00	0.00	100.00
301-5301-98-5853 2006 CO Interest	7,380	3,690.00	7,380.00	0.00	0.00	100.00
301-5301-98-5860 2013 GO Refunding Princ	57,000	0.00	57,000.00	0.00	0.00	100.00
301-5301-98-5861 2013 GO Refunding Inter	4,169	0.00	4,019.47	0.00	149.53	96.41
301-5301-98-5864 2019 Time Warrant Princ	98,000	0.00	98,000.00	0.00	0.00	100.00
301-5301-98-5865 2019 Time Warrant Inter	14,250	6,666.55	14,249.40	0.00	0.60	100.00
301-5301-98-5866 2020 GO Refunding Prini	558,000	0.00	558,000.00	0.00	0.00	100.00
301-5301-98-5867 2020 GO Refunding Inter	12,872	4,943.40	12,872.10	0.00 (	0.10)	100.00
301-5301-98-5868 2022 CO Public Safety P	70,000	0.00	70,000.00	0.00	0.00	100.00
301-5301-98-5869 2022 CO Public Safety I	464,850	231,550.00	464,850.00	0.00	0.00	100.00
301-5301-98-5899 Bond Issue Costs	0	0.00	200.00	0.00 (	200.00)	0.00
TOTAL Debt Service	1,372,229	291,595.95	1,372,278.97	0.00 (	49.97)	100.00
<u>Contingency/FB</u>						
TOTAL Debt Service	1,376,229	291,595.95	1,375,778.97	0.00	450.03	99.97
TOTAL EXPENSES	1,376,229	291,595.95	1,375,778.97	0.00	450.03	99.97
REVENUE OVER/ (UNDER) EXPENSES	(40,229)	(271,503.18)	19,485.91	0.00 (	59,714.91)	48.44-

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

401-Special Revenue Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Fines and Fees	13,000	1,354.62	17,250.25	0.00 (	4,250.25)	132.69
Taxes	2,000	0.00	8,989.18	0.00 (	6,989.18)	449.46
Grants	1,250	0.00	4,127.56	0.00 (	2,877.56)	330.20
Miscellaneous	<u>500</u>	<u>207.58</u>	<u>2,143.44</u>	<u>0.00</u> (	<u>1,643.44)</u>	<u>428.69</u>
TOTAL GENERAL REVENUE	<u>16,750</u>	<u>1,562.20</u>	<u>32,510.43</u>	<u>0.00</u> (	<u>15,760.43)</u>	<u>194.09</u>
TOTAL REVENUE	16,750	1,562.20	32,510.43	0.00 (	15,760.43)	194.09
	=====	=====	=====	=====	=====	=====
<u>EXPENSE SUMMARY</u>						
<u>Officers Training Fund</u>						
Personnel	3,000	0.00	2,380.00	0.00	620.00	79.33
Contract Services	3,500	0.00	3,700.00	0.00 (	200.00)	105.71
Fees & Other Services	<u>4,000</u>	<u>2,127.00</u>	<u>5,652.00</u>	<u>1,200.00</u> (	<u>2,852.00)</u>	<u>171.30</u>
TOTAL Officers Training Fund	10,500	2,127.00	11,732.00	1,200.00 (	2,432.00)	123.16
<u>Seizure</u>						
Contract Services	<u>0</u>	<u>0.00</u>	<u>375.00</u>	<u>0.00</u> (	<u>375.00)</u>	<u>0.00</u>
TOTAL Seizure	0	0.00	375.00	0.00 (	375.00)	0.00
<u>Court Technology</u>						
<u>Court Security</u>						
Personnel	<u>2,050</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,050.00</u>	<u>0.00</u>
TOTAL Court Security	<u>2,050</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,050.00</u>	<u>0.00</u>
TOTAL EXPENSES	12,550	2,127.00	12,107.00	1,200.00 (	757.00)	106.03
	=====	=====	=====	=====	=====	=====
REVENUE OVER/(UNDER) EXPENSES	4,200 (	564.80)	20,403.43 (	1,200.00) (	15,003.43)	457.22

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

401-Special Revenue Fund

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Fines and Fees</u>						
401-4000-01-4310 Court Security Fee	3,000	744.87	5,541.33	0.00 (	2,541.33)	184.71
401-4000-01-4421 Child Safety Fees	8,000	0.00	7,146.63	0.00	853.37	89.33
401-4000-01-4710 Court Technology Fee	<u>2,000</u>	<u>609.75</u>	<u>4,562.29</u>	<u>0.00 (</u>	<u>2,562.29)</u>	<u>228.11</u>
TOTAL Fines and Fees	13,000	1,354.62	17,250.25	0.00 (	4,250.25)	132.69
<u>Taxes</u>						
401-4000-02-4170 Hotel/Motel Tax	<u>2,000</u>	<u>0.00</u>	<u>8,989.18</u>	<u>0.00 (</u>	<u>6,989.18)</u>	<u>449.46</u>
TOTAL Taxes	2,000	0.00	8,989.18	0.00 (	6,989.18)	449.46
<u>Grants</u>						
401-4000-03-4701 NCTCOG/State Comp/LEOSE	<u>1,250</u>	<u>0.00</u>	<u>4,127.56</u>	<u>0.00 (</u>	<u>2,877.56)</u>	<u>330.20</u>
TOTAL Grants	1,250	0.00	4,127.56	0.00 (	2,877.56)	330.20
<u>Miscellaneous</u>						
401-4000-09-4500 Interest Income	<u>500</u>	<u>207.58</u>	<u>2,143.44</u>	<u>0.00 (</u>	<u>1,643.44)</u>	<u>428.69</u>
TOTAL Miscellaneous	500	207.58	2,143.44	0.00 (	1,643.44)	428.69
<u>Contingency/FB</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TOTAL REVENUE	16,750	1,562.20	32,510.43	0.00 (	15,760.43)	194.09

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

401-Special Revenue Fund

DEPARTMENT - Officers Training Fund

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
401-5401-01-5621 Travel/training	3,000	0.00	2,380.00	0.00	620.00	79.33
TOTAL Personnel	3,000	0.00	2,380.00	0.00	620.00	79.33
<u>Materials & Supplies</u>						
<u>Contract Services</u>						
401-5401-06-5677 Child Safety - Child Ad	3,500	0.00	3,700.00	0.00	(200.00)	105.71
TOTAL Contract Services	3,500	0.00	3,700.00	0.00	(200.00)	105.71
<u>Fees & Other Services</u>						
401-5401-07-5665 Court Technology	4,000	2,127.00	5,652.00	1,200.00	(2,852.00)	171.30
TOTAL Fees & Other Services	4,000	2,127.00	5,652.00	1,200.00	(2,852.00)	171.30
<u>Public Safety</u>						
<u>Contingency/FB</u>						
TOTAL Officers Training Fund	10,500	2,127.00	11,732.00	1,200.00	(2,432.00)	123.16

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

401-Special Revenue Fund

DEPARTMENT - Seizure

% OF YEAR COMPLETED: 91.67

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

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

401-Special Revenue Fund

DEPARTMENT - Court Technology

% OF YEAR COMPLETED: 91.67

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

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

401-Special Revenue Fund

DEPARTMENT - Court Security

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
401-5404-01-5101 Salaries	2,000	0.00	0.00	0.00	2,000.00	0.00
401-5404-01-5108 Payroll Tax Expense (me	50	0.00	0.00	0.00	50.00	0.00
TOTAL Personnel	2,050	0.00	0.00	0.00	2,050.00	0.00
<u>Contingency/FB</u>						
TOTAL Court Security	2,050	0.00	0.00	0.00	2,050.00	0.00
TOTAL EXPENSES	12,550	2,127.00	12,107.00	1,200.00 (	757.00)	106.03
REVENUE OVER/(UNDER) EXPENSES	4,200 (	564.80)	20,403.43 (	1,200.00) (	15,003.43)	457.22

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

402-TIRZ Jackson Ridge

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Taxes	900,000	0.00	881,484.60	0.00	18,515.40	97.94
Miscellaneous	<u>6,000</u>	<u>1,260.05</u>	<u>18,192.08</u>	<u>0.00</u>	(<u>12,192.08</u>)	<u>303.20</u>
TOTAL GENERAL REVENUE	<u>906,000</u>	<u>1,260.05</u>	<u>899,676.68</u>	<u>0.00</u>	<u>6,323.32</u>	<u>99.30</u>
TOTAL REVENUE	906,000	1,260.05	899,676.68	0.00	6,323.32	99.30
	=====	=====	=====	=====	=====	=====
<u>EXPENSE SUMMARY</u>						
<u>Seizure Fund</u>						
Fees & Other Services	<u>900,000</u>	<u>0.00</u>	<u>625,943.55</u>	<u>0.00</u>	<u>274,056.45</u>	<u>69.55</u>
TOTAL Seizure Fund	<u>900,000</u>	<u>0.00</u>	<u>625,943.55</u>	<u>0.00</u>	<u>274,056.45</u>	<u>69.55</u>
TOTAL EXPENSES	900,000	0.00	625,943.55	0.00	274,056.45	69.55
	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENSES	6,000	1,260.05	273,733.13	0.00	(267,733.13)	4,562.22

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

402-TIRZ Jackson Ridge

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Taxes</u>						
402-4000-02-4100 Property Taxes	900,000	0.00	881,484.60	0.00	18,515.40	97.94
TOTAL Taxes	900,000	0.00	881,484.60	0.00	18,515.40	97.94
<u>Grants</u>						
<u>Donations</u>						
<u>Miscellaneous</u>						
402-4000-09-4500 Interest Income	6,000	1,260.05	18,192.08	0.00	(12,192.08)	303.20
TOTAL Miscellaneous	6,000	1,260.05	18,192.08	0.00	(12,192.08)	303.20
<u>Contingency/FB</u>						
TOTAL REVENUE	906,000	1,260.05	899,676.68	0.00	6,323.32	99.30

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

402-TIRZ Jackson Ridge

DEPARTMENT - Seizure Fund

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Materials & Supplies						
Fees & Other Services						
402-5402-07-5665 Jackson Ridge PID TIRZ	900,000	0.00	625,943.55	0.00	274,056.45	69.55
TOTAL Fees & Other Services	900,000	0.00	625,943.55	0.00	274,056.45	69.55
TOTAL Seizure Fund	900,000	0.00	625,943.55	0.00	274,056.45	69.55
TOTAL EXPENSES	900,000	0.00	625,943.55	0.00	274,056.45	69.55
REVENUE OVER/(UNDER) EXPENSES	6,000	1,260.05	273,733.13	0.00 (	267,733.13)	4,562.22

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

403-Impact Fees

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

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

GENERAL REVENUE

Miscellaneous	10,000	998.69	18,918.54	0.00	(8,918.54)	189.19
TOTAL GENERAL REVENUE	10,000	998.69	18,918.54	0.00	(8,918.54)	189.19
TOTAL REVENUE	10,000	998.69	18,918.54	0.00	(8,918.54)	189.19
	=====	=====	=====	=====	=====	=====

EXPENSE SUMMARY

MCTF

Contract Services	0	0.00	2,210.00	0.00	(2,210.00)	0.00
TOTAL MCTF	0	0.00	2,210.00	0.00	(2,210.00)	0.00
TOTAL EXPENSES	0	0.00	2,210.00	0.00	(2,210.00)	0.00
	=====	=====	=====	=====	=====	=====

REVENUE OVER/ (UNDER) EXPENSES	10,000	998.69	16,708.54	0.00	(6,708.54)	167.09
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CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

403-Impact Fees

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Fines and Fees						
Miscellaneous						
403-4000-09-4500 Interest Income	10,000	998.69	18,918.54	0.00	(8,918.54)	189.19
TOTAL Miscellaneous	10,000	998.69	18,918.54	0.00	(8,918.54)	189.19
Contingency/FB						
TOTAL REVENUE	10,000	998.69	18,918.54	0.00	(8,918.54)	189.19

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

403-Impact Fees

DEPARTMENT - MCTF

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Contract Services</u>						
403-5403-06-5766 CONSULTING ENGINEERING	0	0.00	1,630.00	0.00 (	1,630.00)	0.00
403-5403-06-5767 Consulting Eng - Street	0	0.00	580.00	0.00 (	580.00)	0.00
TOTAL Contract Services	0	0.00	2,210.00	0.00 (	2,210.00)	0.00
<u>Fees & Other Services</u>						
<u>Contingency/FB</u>						
TOTAL MCTF	0	0.00	2,210.00	0.00 (	2,210.00)	0.00
TOTAL EXPENSES	0	0.00	2,210.00	0.00 (	2,210.00)	0.00
REVENUE OVER/ (UNDER) EXPENSES	10,000	998.69	16,708.54	0.00 (	6,708.54)	167.09

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

404-Development Fees

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

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

GENERAL REVENUE

Fines and Fees	0	17,157.00	218,139.00	0.00 (	218,139.00)	0.00
Permits	1,100,000	60,477.60	1,037,788.60	0.00	62,211.40	94.34
Miscellaneous	<u>260,000</u>	<u>45,178.26</u>	<u>485,846.66</u>	<u>0.00 (</u>	<u>225,846.66)</u>	<u>186.86</u>
TOTAL GENERAL REVENUE	<u>1,360,000</u>	<u>122,812.86</u>	<u>1,741,774.26</u>	<u>0.00 (</u>	<u>381,774.26)</u>	<u>128.07</u>
TOTAL REVENUE	1,360,000	122,812.86	1,741,774.26	0.00 (	381,774.26)	128.07
	=====	=====	=====	=====	=====	=====

EXPENSE SUMMARY

MCSF

Contract Services	<u>840,000</u>	<u>121,498.93</u>	<u>435,458.06</u>	<u>166,988.34</u>	<u>237,553.60</u>	<u>71.72</u>
TOTAL MCSF	<u>840,000</u>	<u>121,498.93</u>	<u>435,458.06</u>	<u>166,988.34</u>	<u>237,553.60</u>	<u>71.72</u>
TOTAL EXPENSES	840,000	121,498.93	435,458.06	166,988.34	237,553.60	71.72
	=====	=====	=====	=====	=====	=====

REVENUE OVER/ (UNDER) EXPENSES	520,000	1,313.93	1,306,316.20 (	166,988.34) (	619,327.86)	219.10
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CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

404-Development Fees

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Fines and Fees</u>						
404-4000-01-4310 Street Impact Fees	<u>0</u>	<u>17,157.00</u>	<u>218,139.00</u>	<u>0.00</u>	(<u>218,139.00</u>)	<u>0.00</u>
TOTAL Fines and Fees	0	17,157.00	218,139.00	0.00	(218,139.00)	0.00
<u>Charges for Services</u>						
<u>Permits</u>						
404-4000-07-4200 Development Fees	100,000	24,478.00	37,551.00	0.00	62,449.00	37.55
404-4000-07-4210 Street Fee	200,000	0.00	65,925.00	0.00	134,075.00	32.96
404-4000-07-4700 Fire Services Fund	600,000	0.00	388,013.00	0.00	211,987.00	64.67
404-4000-07-4710 Park Development Fees	<u>200,000</u>	<u>35,999.60</u>	<u>546,299.60</u>	<u>0.00</u>	(<u>346,299.60</u>)	<u>273.15</u>
TOTAL Permits	1,100,000	60,477.60	1,037,788.60	0.00	62,211.40	94.34
<u>Miscellaneous</u>						
404-4000-09-4500 Interest Income	<u>260,000</u>	<u>45,178.26</u>	<u>485,846.66</u>	<u>0.00</u>	(<u>225,846.66</u>)	<u>186.86</u>
TOTAL Miscellaneous	260,000	45,178.26	485,846.66	0.00	(225,846.66)	186.86
<u>Contingency/FB</u>						
TOTAL REVENUE	1,360,000	122,812.86	1,741,774.26	0.00	(381,774.26)	128.07

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

404-Development Fees

DEPARTMENT - MCSF

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
<u>Contract Services</u>						
404-5404-06-5912 Capital Expenditure - P	840,000	106,348.62	374,922.16	166,988.34	298,089.50	64.51
404-5404-06-5913 Capital Expenditure - F	<u>0</u>	<u>15,150.31</u>	<u>60,535.90</u>	<u>0.00</u>	<u>(60,535.90)</u>	<u>0.00</u>
TOTAL Contract Services	840,000	121,498.93	435,458.06	166,988.34	237,553.60	71.72
<u>Public Safety</u>						
<u>Contingency/FB</u>						
TOTAL MCSF	840,000	121,498.93	435,458.06	166,988.34	237,553.60	71.72
TOTAL EXPENSES	840,000	121,498.93	435,458.06	166,988.34	237,553.60	71.72
REVENUE OVER/ (UNDER) EXPENSES	520,000	1,313.93	1,306,316.20 (	166,988.34) (	619,327.86)	219.10

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

405-Grant Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Miscellaneous	50,000	4,883.17	57,806.27	0.00 (	7,806.27)	115.61
USDOJ PD Vests	0	0.00	924.68	0.00 (	924.68)	0.00
Grant Revenue	<u>956,956</u>	<u>272,884.27</u>	<u>720,737.27</u>	<u>0.00</u>	<u>236,218.73</u>	<u>75.32</u>
TOTAL GENERAL REVENUE	<u>1,006,956</u>	<u>277,767.44</u>	<u>779,468.22</u>	<u>0.00</u>	<u>227,487.78</u>	<u>77.41</u>
TOTAL REVENUE	1,006,956	277,767.44	779,468.22	0.00	227,487.78	77.41
	=====	=====	=====	=====	=====	=====
<u>EXPENSE SUMMARY</u>						
<u>Grants</u>						
Contract Services	100,000	0.00	0.00	0.00	100,000.00	0.00
CDBG Water lines	<u>906,956</u>	<u>69,960.88</u>	<u>700,856.40</u>	<u>55,431.67</u>	<u>150,667.93</u>	<u>83.39</u>
TOTAL Grants	<u>1,006,956</u>	<u>69,960.88</u>	<u>700,856.40</u>	<u>55,431.67</u>	<u>250,667.93</u>	<u>75.11</u>
TOTAL EXPENSES	1,006,956	69,960.88	700,856.40	55,431.67	250,667.93	75.11
	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENSES	0	207,806.56	78,611.82 (	55,431.67) (	23,180.15)	0.00

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

405-Grant Fund

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Charges for Services</u>						
<u>Miscellaneous</u>						
405-4000-09-4500 Interest Income	50,000	4,883.17	57,806.27	0.00	(7,806.27)	115.61
TOTAL Miscellaneous	50,000	4,883.17	57,806.27	0.00	(7,806.27)	115.61
<u>Tocker Foundation-Library</u>						
<u>USDOJ PD Vests</u>						
405-4000-82-4126 Opioid Grant Proceeds	0	0.00	924.68	0.00	(924.68)	0.00
TOTAL USDOJ PD Vests	0	0.00	924.68	0.00	(924.68)	0.00
<u>CJD Video,Computers</u>						
<u>CDBG Water Lines</u>						
<u>Grant Revenue</u>						
405-4000-85-4123 CLFRF Proceeds	700,000	272,884.27	463,780.87	0.00	236,219.13	66.25
405-4000-85-4125 TDA Water/Sewer Grant	256,956	0.00	256,956.40	0.00	(0.40)	100.00
TOTAL Grant Revenue	956,956	272,884.27	720,737.27	0.00	236,218.73	75.32
<u>Contingency/FB</u>						
TOTAL REVENUE	1,006,956	277,767.44	779,468.22	0.00	227,487.78	77.41

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

405-Grant Fund

DEPARTMENT - Grants

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Contract Services</u>						
405-5405-06-5620 ENGINEERING	100,000	0.00	0.00	0.00	100,000.00	0.00
TOTAL Contract Services	100,000	0.00	0.00	0.00	100,000.00	0.00
<u>Miscellaneous</u>						
<u>Tocker Foundation Library</u>						
<u>USDOJ PD Vests</u>						
<u>CJD Video,Computers</u>						
<u>CDBG Water lines</u>						
405-5405-84-5121 TxDot Grant	0	0.00	88,147.19	0.00 (	88,147.19)	0.00
405-5405-84-5122 CDBG water lines	306,956	5,016.15	148,928.34	0.00	158,027.66	48.52
405-5405-84-5123 ARPA Pump Station Gener	600,000	64,944.73	463,780.87	55,431.67	80,787.46	86.54
TOTAL CDBG Water lines	906,956	69,960.88	700,856.40	55,431.67	150,667.93	83.39
<u>Contingency/FB</u>						
TOTAL Grants	1,006,956	69,960.88	700,856.40	55,431.67	250,667.93	75.11
TOTAL EXPENSES	1,006,956	69,960.88	700,856.40	55,431.67	250,667.93	75.11
REVENUE OVER/(UNDER) EXPENSES	0	207,806.56	78,611.82 (	55,431.67) (	23,180.15)	0.00

406-Holding Acct Dev Agreemts

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

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

GENERAL REVENUE

Charges for Services	0	0.00	225,000.00	0.00 (	225,000.00)	0.00
Miscellaneous	<u>0</u>	<u>0.00</u>	<u>66.46</u>	<u>0.00 (</u>	<u>66.46)</u>	<u>0.00</u>
TOTAL GENERAL REVENUE	<u>0</u>	<u>0.00</u>	<u>225,066.46</u>	<u>0.00 (</u>	<u>225,066.46)</u>	<u>0.00</u>
TOTAL REVENUE	0	0.00	225,066.46	0.00 (	225,066.46)	0.00
	=====	=====	=====	=====	=====	=====

EXPENSE SUMMARY

Development Agreements

Contract Services	<u>0</u>	<u>49,133.16</u>	<u>396,584.67</u>	<u>0.00 (</u>	<u>396,584.67)</u>	<u>0.00</u>
TOTAL Development Agreements	<u>0</u>	<u>49,133.16</u>	<u>396,584.67</u>	<u>0.00 (</u>	<u>396,584.67)</u>	<u>0.00</u>
TOTAL EXPENSES	0	49,133.16	396,584.67	0.00 (	396,584.67)	0.00
	=====	=====	=====	=====	=====	=====

REVENUE OVER/(UNDER) EXPENSES	0 (	49,133.16)	(171,518.21)	0.00	171,518.21	0.00
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CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

406-Holding Acct Dev Agreemts

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Charges for Services</u>						
406-4000-06-5408 PSA - High Point Ranch	0	0.00	100,000.00	0.00 (	100,000.00)	0.00
406-4000-06-5414 HPR - Lennar	0	0.00	50,000.00	0.00 (	50,000.00)	0.00
406-4000-06-5415 Duck Point MM Aubrey	0	0.00	50,000.00	0.00 (	50,000.00)	0.00
406-4000-06-5416 ARCK Development (Knuck	0	0.00	10,000.00	0.00 (	10,000.00)	0.00
406-4000-06-5417 Aubrey Hts PSA	0	0.00	10,000.00	0.00 (	10,000.00)	0.00
406-4000-06-5422 Hidden Lake	<u>0</u>	<u>0.00</u>	<u>5,000.00</u>	<u>0.00 (</u>	<u>5,000.00)</u>	<u>0.00</u>
TOTAL Charges for Services	0	0.00	225,000.00	0.00 (	225,000.00)	0.00
<u>Miscellaneous</u>						
406-4000-09-4500 Interest Income	<u>0</u>	<u>0.00</u>	<u>66.46</u>	<u>0.00 (</u>	<u>66.46)</u>	<u>0.00</u>
TOTAL Miscellaneous	0	0.00	66.46	0.00 (	66.46)	0.00
TOTAL REVENUE	0	0.00	225,066.46	0.00 (	225,066.46)	0.00

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

406-Holding Acct Dev Agreemts

DEPARTMENT - Development Agreements

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Contract Services</u>						
406-5406-06-5620 Arrow Brooke Dev Agreem	0	0.00	443.75	0.00 (	443.75)	0.00
406-5406-06-5622 Dev Agreement - Meadows	0 (	4,294.41)	0.00	0.00	0.00	0.00
406-5406-06-5720 Silverado (Regatta) Dev	0	4,390.65	32,614.38	0.00 (	32,614.38)	0.00
406-5406-06-5723 DA - Aubrey Plant/N/S	0	2,594.00	30,644.99	0.00 (	30,644.99)	0.00
406-5406-06-5724 DA - High Pointe Ranch	0	8,971.43	198,666.01	0.00 (	198,666.01)	0.00
406-5406-06-5725 Keenland Addition	0	444.50	8,592.47	0.00 (	8,592.47)	0.00
406-5406-06-5728 DA - RIBBONWOOD	0	3,372.25	18,545.32	0.00 (	18,545.32)	0.00
406-5406-06-5729 Sweet Cow / Aub Hts	0	500.00	9,827.71	0.00 (	9,827.71)	0.00
406-5406-06-5920 Winn Ridge (Jackson) De	0	524.50	524.50	0.00 (	524.50)	0.00
406-5406-06-6450 Sandbrock Dev Agreement	0	0.00	6,058.17	0.00 (	6,058.17)	0.00
406-5406-06-6460 Duck Point MM Aubrey	0	21,936.33	52,679.66	0.00 (	52,679.66)	0.00
406-5406-06-6462 Pecan Creek Residential	0	2,349.77	4,067.27	0.00 (	4,067.27)	0.00
406-5406-06-6463 HPR - Lennar	0	0.00	11,622.93	0.00 (	11,622.93)	0.00
406-5406-06-6465 DA Lennar Loyd Ranch	0	4,911.64	10,563.98	0.00 (	10,563.98)	0.00
406-5406-06-6470 DA US 377 Project Alpha	0	0.00	4,698.27	0.00 (	4,698.27)	0.00
406-5406-06-6471 Blackjack 4Star PSA	0	0.00	1,896.92	0.00 (	1,896.92)	0.00
406-5406-06-6472 ARCK Development (Knuck	0	1,554.00	1,716.50	0.00 (	1,716.50)	0.00
406-5406-06-6473 Aubrey Hts PSA Expense	0	1,878.50	1,878.50	0.00 (	1,878.50)	0.00
406-5406-06-6474 Hidden Lake	0	0.00	1,543.34	0.00 (	1,543.34)	0.00
TOTAL Contract Services	0	49,133.16	396,584.67	0.00 (	396,584.67)	0.00
TOTAL Development Agreements	0	49,133.16	396,584.67	0.00 (	396,584.67)	0.00
TOTAL EXPENSES	0	49,133.16	396,584.67	0.00 (	396,584.67)	0.00
REVENUE OVER/ (UNDER) EXPENSES	0 (	49,133.16) (	171,518.21)	0.00	171,518.21	0.00

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

501-Capital Projects Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Penalties & Interest	726,414	119,639.36	912,703.22	0.00 (	186,289.22)	125.65
Charges for Services	0	0.00	10,000,000.00	0.00 (	10,000,000.00)	0.00
Miscellaneous	9,108,336	46,670.04	5,755,005.69	0.00	3,353,330.31	63.18
Contingency/FB	<u>15,273,623</u>	<u>0.00</u>	<u>1,733.19</u>	<u>0.00</u>	<u>15,271,889.81</u>	<u>0.01</u>
TOTAL GENERAL REVENUE	<u>25,108,373</u>	<u>166,309.40</u>	<u>16,669,442.10</u>	<u>0.00</u>	<u>8,438,930.90</u>	<u>66.39</u>
TOTAL REVENUE	25,108,373	166,309.40	16,669,442.10	0.00	8,438,930.90	66.39
	=====	=====	=====	=====	=====	=====
 <u>EXPENSE SUMMARY</u>						
 <u>Capital Projects</u>						
Capital	13,000	10,188.96	10,188.96	0.00	2,811.04	78.38
Contract Services	592,415	18,074.06	63,069.77	2,063.00	527,282.23	10.99
Miscellaneous	24,982,621	1,887,850.53	12,403,324.80	1,257,453.64	11,321,842.56	54.68
Debt Service	<u>203,337</u>	<u>0.00</u>	<u>203,337.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00</u>
TOTAL Capital Projects	<u>25,791,373</u>	<u>1,916,113.55</u>	<u>12,679,920.53</u>	<u>1,259,516.64</u>	<u>11,851,935.83</u>	<u>54.05</u>
TOTAL EXPENSES	25,791,373	1,916,113.55	12,679,920.53	1,259,516.64	11,851,935.83	54.05
	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENSES	(683,000)	(1,749,804.15)	3,989,521.57	(1,259,516.64)	(3,413,004.93)	399.71-

501-Capital Projects Fund

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Penalties & Interest</u>						
501-4000-05-4500 Interest Income	726,414	73,960.87	865,544.36	0.00 (	139,130.36)	119.15
501-4000-05-4501 ABP Interest Income	<u>0</u>	<u>45,678.49</u>	<u>47,158.86</u>	<u>0.00 (</u>	<u>47,158.86)</u>	<u>0.00</u>
TOTAL Penalties & Interest	726,414	119,639.36	912,703.22	0.00 (	186,289.22)	125.65
 <u>Charges for Services</u>						
501-4000-06-4500 Developer Contrib ABP L	<u>0</u>	<u>0.00</u>	<u>10,000,000.00</u>	<u>0.00 (</u>	<u>10,000,000.00)</u>	<u>0.00</u>
TOTAL Charges for Services	0	0.00	10,000,000.00	0.00 (	10,000,000.00)	0.00
 <u>Miscellaneous</u>						
501-4000-09-4900 Bond proceeds	8,925,000	0.00	5,525,000.00	0.00	3,400,000.00	61.90
501-4000-09-4901 Premium on Sale of Bond	183,336	0.00	183,335.65	0.00	0.35	100.00
501-4000-09-5626 Transfer In VERF	<u>0</u>	<u>46,670.04</u>	<u>46,670.04</u>	<u>0.00 (</u>	<u>46,670.04)</u>	<u>0.00</u>
TOTAL Miscellaneous	9,108,336	46,670.04	5,755,005.69	0.00	3,353,330.31	63.18
 <u>Contingency/FB</u>						
501-4000-99-4091 Transfers In	14,271,544	0.00	1,733.19	0.00	14,269,810.81	0.01
501-4000-99-4092 Capital Carryforward	<u>1,002,079</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,002,079.00</u>	<u>0.00</u>
TOTAL Contingency/FB	15,273,623	0.00	1,733.19	0.00	15,271,889.81	0.01
TOTAL REVENUE	25,108,373	166,309.40	16,669,442.10	0.00	8,438,930.90	66.39

501-Capital Projects Fund

DEPARTMENT - Capital Projects

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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Capital

501-5501-02-5641 Park Development	13,000	10,188.96	10,188.96	0.00	2,811.04	78.38
TOTAL Capital	13,000	10,188.96	10,188.96	0.00	2,811.04	78.38

Contract Services

501-5501-06-5765 IT Projects	92,415	18,074.06	63,069.77	2,063.00	27,282.23	70.48
501-5501-06-5766 Engineering	500,000	0.00	0.00	0.00	500,000.00	0.00
TOTAL Contract Services	592,415	18,074.06	63,069.77	2,063.00	527,282.23	10.99

Miscellaneous

501-5501-09-5633 Capital Public Safety E	631,257	509,312.73	609,312.73	0.00	21,944.27	96.52
501-5501-09-5650 Capital Public Safety 2	6,044,149	623,676.74	4,062,225.43	0.00	1,981,923.57	67.21
501-5501-09-5651 Capital Vehicle Replace	1,606,516 (	51,095.16)	1,795,490.08	246,200.36 (	435,174.44)	127.09
501-5501-09-5652 Capital Project 38	3,400,000	0.00	0.00	0.00	3,400,000.00	0.00
501-5501-09-5656 2023 PH 1 Offsights	3,134,698	118,734.93	1,230,972.61	839,941.00	1,063,784.39	66.06
501-5501-09-5657 Capital Modular Buildin	291,582	0.00	291,582.00	0.00	0.00	100.00
501-5501-09-5658 CO 2024 FS#2	5,708,336	376,720.41	1,127,707.08	0.00	4,580,628.92	19.76
501-5501-09-5659 Council Chambers 2023	932,025	16,833.47	713,631.79	0.00	218,393.21	76.57
501-5501-09-5660 HW 377 Utility Relocate	0	50,902.09	101,561.16	0.00 (	101,561.16)	0.00
501-5501-09-5689 Street Projects	1,065,902	211,297.06	1,331,125.49	44,702.28 (	309,925.77)	129.08
501-5501-09-5690 Admin Projects	436,349	0.00	8,823.73	0.00	427,525.27	2.02
501-5501-09-5901 Water System Expansion	733,086	0.00	471,724.48	0.00	261,361.52	64.35
501-5501-09-5902 Capex Water	0	0.00	0.00	44,968.00 (	44,968.00)	0.00
501-5501-09-5950 Sewer System Expansion	998,721	31,468.26	659,168.22	0.00	339,552.78	66.00
501-5501-09-5951 Capex Sewer	0	0.00	0.00	81,642.00 (	81,642.00)	0.00
TOTAL Miscellaneous	24,982,621	1,887,850.53	12,403,324.80	1,257,453.64	11,321,842.56	54.68

Debt Service

501-5501-98-5899 Bond Issue Costs	203,337	0.00	203,337.00	0.00	0.00	100.00
TOTAL Debt Service	203,337	0.00	203,337.00	0.00	0.00	100.00

Contingency/FB

TOTAL Capital Projects	25,791,373	1,916,113.55	12,679,920.53	1,259,516.64	11,851,935.83	54.05
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TOTAL EXPENSES	25,791,373	1,916,113.55	12,679,920.53	1,259,516.64	11,851,935.83	54.05
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REVENUE OVER/ (UNDER) EXPENSES	(683,000)	(1,749,804.15)	3,989,521.57 (	1,259,516.64)	(3,413,004.93)	399.71-
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CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

701-MDD

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

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

GENERAL REVENUE

Taxes	940,000	78,944.09	980,055.29	0.00 (	40,055.29)	104.26
Miscellaneous	<u>145,010</u>	<u>12,776.82</u>	<u>143,261.16</u>	<u>0.00</u>	<u>1,748.84</u>	<u>98.79</u>
TOTAL GENERAL REVENUE	<u>1,085,010</u>	<u>91,720.91</u>	<u>1,123,316.45</u>	<u>0.00 (</u>	<u>38,306.45)</u>	<u>103.53</u>
TOTAL REVENUE	<u>1,085,010</u>	<u>91,720.91</u>	<u>1,123,316.45</u>	<u>0.00 (</u>	<u>38,306.45)</u>	<u>103.53</u>
	=====	=====	=====	=====	=====	=====

EXPENSE SUMMARY

MDD

Personnel	138,465	10,614.23	116,673.60	0.00	21,791.40	84.26
Materials & Supplies	8,500	0.00	5,808.57	0.00	2,691.43	68.34
Repairs & Maintenance	20,000	813.25	13,495.09	0.00	6,504.91	67.48
Utilities	595	75.12	743.74	0.00 (	148.74)	125.00
Contract Services	148,200	7,808.20	33,039.64	0.00	115,160.36	22.29
Fees & Other Services	51,850	2,746.32	38,412.86	0.00	13,437.14	74.08
Contingency/FB	<u>215,000</u>	<u>1,250.00</u>	<u>13,750.00</u>	<u>0.00</u>	<u>201,250.00</u>	<u>6.40</u>
TOTAL MDD	<u>582,610</u>	<u>23,307.12</u>	<u>221,923.50</u>	<u>0.00</u>	<u>360,686.50</u>	<u>38.09</u>
TOTAL EXPENSES	<u>582,610</u>	<u>23,307.12</u>	<u>221,923.50</u>	<u>0.00</u>	<u>360,686.50</u>	<u>38.09</u>
	=====	=====	=====	=====	=====	=====
REVENUE OVER/(UNDER) EXPENSES	502,400	68,413.79	901,392.95	0.00 (	398,992.95)	179.42

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

701-MDD

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Taxes</u>						
701-4000-02-4130 Sales Taxes	940,000	78,944.09	980,055.29	0.00	(40,055.29)	104.26
TOTAL Taxes	940,000	78,944.09	980,055.29	0.00	(40,055.29)	104.26
<u>Grants</u>						
<u>Miscellaneous</u>						
701-4000-09-4500 Interest Income	145,000	11,276.82	133,577.38	0.00	11,422.62	92.12
701-4000-09-4550 Proceeds for Property P	0	0.00	3,828.94	0.00	(3,828.94)	0.00
701-4000-09-4730 Property Rental Income	10	1,500.00	5,854.84	0.00	(5,844.84)	8,548.40
TOTAL Miscellaneous	145,010	12,776.82	143,261.16	0.00	1,748.84	98.79
<u>Contingency/FB</u>						
TOTAL REVENUE	1,085,010	91,720.91	1,123,316.45	0.00	(38,306.45)	103.53

701-MDD

DEPARTMENT - MDD

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
701-5176-01-5101 Salaries	105,000	8,076.92	86,859.95	0.00	18,140.05	82.72
701-5176-01-5106 Longevity	50	0.00	0.00	0.00	50.00	0.00
701-5176-01-5107 TMRS Contribution	6,828	525.00	5,908.89	0.00	919.11	86.54
701-5176-01-5108 Payroll Tax Expense (me	1,523	111.42	1,167.40	0.00	355.60	76.65
701-5176-01-5109 Group Health Insurance	9,864	872.90	11,076.90	0.00 (	1,212.90)	112.30
701-5176-01-5110 Workmens Comp TML	200	0.00	185.37	0.00	14.63	92.69
701-5176-01-5621 Travel/training	15,000	1,027.99	11,475.09	0.00	3,524.91	76.50
TOTAL Personnel	138,465	10,614.23	116,673.60	0.00	21,791.40	84.26
<u>Capital</u>						
<u>Materials & Supplies</u>						
701-5176-03-5050 Office Supplies	3,500	0.00	2,626.09	0.00	873.91	75.03
701-5176-03-5060 Promotional Materials	5,000	0.00	3,182.48	0.00	1,817.52	63.65
TOTAL Materials & Supplies	8,500	0.00	5,808.57	0.00	2,691.43	68.34
<u>Repairs & Maintenance</u>						
701-5176-04-5120 Building Maintenance	20,000	813.25	13,495.09	0.00	6,504.91	67.48
TOTAL Repairs & Maintenance	20,000	813.25	13,495.09	0.00	6,504.91	67.48
<u>Utilities</u>						
701-5176-05-5618 Telephone	595	75.12	743.74	0.00 (	148.74)	125.00
TOTAL Utilities	595	75.12	743.74	0.00 (	148.74)	125.00
<u>Contract Services</u>						
701-5176-06-5240 Drug screening/backgrou	200	0.00	0.00	0.00	200.00	0.00
701-5176-06-5620 Legal & Professional	40,000	4,313.20	20,790.78	0.00	19,209.22	51.98
701-5176-06-5764 Special Services	3,000	0.00	400.00	0.00	2,600.00	13.33
701-5176-06-7862 Maps	5,000	3,495.00	3,846.36	0.00	1,153.64	76.93
701-5176-06-7863 Strategic Plan	100,000	0.00	8,002.50	0.00	91,997.50	8.00
TOTAL Contract Services	148,200	7,808.20	33,039.64	0.00	115,160.36	22.29
<u>Fees & Other Services</u>						
701-5176-07-5190 Insurance - TML	850	0.00	822.55	0.00	27.45	96.77
701-5176-07-5260 Dues & Memberships	13,000	0.00	11,025.00	0.00	1,975.00	84.81
701-5176-07-5280 Copier Maintenance Cont	0	127.83	127.83	0.00 (	127.83)	0.00
701-5176-07-5665 Technology/Promotional	25,000	114.99	18,454.88	0.00	6,545.12	73.82
701-5176-07-5667 Marketing and Advertisi	13,000	2,503.50	7,982.60	0.00	5,017.40	61.40
TOTAL Fees & Other Services	51,850	2,746.32	38,412.86	0.00	13,437.14	74.08
<u>Miscellaneous</u>						
<u>Contingency/FB</u>						
701-5176-99-4091 Administrative fee	15,000	1,250.00	13,750.00	0.00	1,250.00	91.67
701-5176-99-5700 Grant Match	50,000	0.00	0.00	0.00	50,000.00	0.00
701-5176-99-5750 Economic Incentives	150,000	0.00	0.00	0.00	150,000.00	0.00
TOTAL Contingency/FB	215,000	1,250.00	13,750.00	0.00	201,250.00	6.40

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

701-MDD

DEPARTMENT - MDD

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
TOTAL MDD	582,610	23,307.12	221,923.50	0.00	360,686.50	38.09
TOTAL EXPENSES	582,610	23,307.12	221,923.50	0.00	360,686.50	38.09
REVENUE OVER/ (UNDER) EXPENSES	502,400	68,413.79	901,392.95	0.00 (	398,992.95)	179.42

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

801-Employee Benefit Trust

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
 <u>GENERAL REVENUE</u>						
Miscellaneous	<u>1,166,500</u>	<u>112,467.36</u>	<u>1,088,606.40</u>	<u>0.00</u>	<u>77,893.60</u>	<u>93.32</u>
TOTAL GENERAL REVENUE	<u>1,166,500</u>	<u>112,467.36</u>	<u>1,088,606.40</u>	<u>0.00</u>	<u>77,893.60</u>	<u>93.32</u>
TOTAL REVENUE	<u>1,166,500</u>	<u>112,467.36</u>	<u>1,088,606.40</u>	<u>0.00</u>	<u>77,893.60</u>	<u>93.32</u>
	=====	=====	=====	=====	=====	=====
 <u>EXPENSE SUMMARY</u>						
 <u>Insurance Premiums</u>						
Personnel	<u>1,166,500</u>	<u>99,980.09</u>	<u>1,103,113.82</u>	<u>0.00</u>	<u>63,386.18</u>	<u>94.57</u>
TOTAL Insurance Premiums	<u>1,166,500</u>	<u>99,980.09</u>	<u>1,103,113.82</u>	<u>0.00</u>	<u>63,386.18</u>	<u>94.57</u>
TOTAL EXPENSES	<u>1,166,500</u>	<u>99,980.09</u>	<u>1,103,113.82</u>	<u>0.00</u>	<u>63,386.18</u>	<u>94.57</u>
	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENSES	0	12,487.27 (	14,507.42)	0.00	14,507.42	0.00

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

801-Employee Benefit Trust

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Miscellaneous</u>						
801-4000-09-4430 Employer Insurance Prem	904,000	91,358.03	850,020.81	0.00	53,979.19	94.03
801-4000-09-4440 Employee Insurance Prem	250,000	19,562.33	224,067.82	0.00	25,932.18	89.63
801-4000-09-4480 Flex Spending Account	8,000	1,048.80	10,538.70	0.00	(2,538.70)	131.73
801-4000-09-4500 Interest Income	<u>4,500</u>	<u>498.20</u>	<u>3,979.07</u>	<u>0.00</u>	<u>520.93</u>	<u>88.42</u>
TOTAL Miscellaneous	1,166,500	112,467.36	1,088,606.40	0.00	77,893.60	93.32
TOTAL REVENUE	1,166,500	112,467.36	1,088,606.40	0.00	77,893.60	93.32

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

801-Employee Benefit Trust

DEPARTMENT - Insurance Premiums

% OF YEAR COMPLETED: 91.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
801-5000-01-4090 Administrative Fee	1,500	122.00	1,434.00	0.00	66.00	95.60
801-5000-01-5111 Health Insurance	997,000	82,407.61	909,844.85	0.00	87,155.15	91.26
801-5000-01-5112 Dental Insurance	70,000	6,560.10	69,120.64	0.00	879.36	98.74
801-5000-01-5113 Vision Insurance	10,000	933.00	10,379.64	0.00 (	379.64)	103.80
801-5000-01-5115 Life Insurance	50,000	7,477.30	76,341.24	0.00 (	26,341.24)	152.68
801-5000-01-5117 Voluntary Policies	15,000	1,202.20	13,390.00	0.00	1,610.00	89.27
801-5000-01-5118 Flex Spending	8,000	229.48	10,166.95	0.00 (	2,166.95)	127.09
801-5000-01-5119 New Benefits	8,000	918.40	8,569.00	0.00 (	569.00)	107.11
801-5000-01-5120 Careflight/PHI	<u>7,000</u>	<u>130.00</u>	<u>3,867.50</u>	<u>0.00</u>	<u>3,132.50</u>	<u>55.25</u>
TOTAL Personnel	1,166,500	99,980.09	1,103,113.82	0.00	63,386.18	94.57
TOTAL Insurance Premiums	1,166,500	99,980.09	1,103,113.82	0.00	63,386.18	94.57
TOTAL EXPENSES	1,166,500	99,980.09	1,103,113.82	0.00	63,386.18	94.57
REVENUE OVER/ (UNDER) EXPENSES	0	12,487.27 (	14,507.42)	0.00	14,507.42	0.00



Balance Sheet by Fund

(Unaudited)

August 2024

BALANCE SHEET

AS OF: AUGUST 31ST, 2024

101-General Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
101-11-000-00	General Fund Cash	146,580.80	
101-11-000-10	Cash on hand - Court drawer	200.00	
101-11-000-84	Claim on Cash General	4,735,763.88	
101-11-000-90	Investment Account	5,885,949.62	
101-11-013-20	Taxes Receivable	18,341.54	
101-11-013-33	Allowance for Taxes	(4,446.95)	
101-11-013-37	Sales Tax Receivable	357,944.13	
101-11-015-00	Court Fees Receivable	437,291.24	
101-11-015-50	Allowance for Court Fees	(270,400.15)	
101-11-021-00	Prepays	1,445,048.00	
101-11-050-00	Inventory	7,941.00	
101-13-000-80	Due from other funds EBT	50,000.00	
101-19-000-00	Net Pension Asset	84,712.00	
		<u>12,894,925.11</u>	
	TOTAL ASSETS		12,894,925.11
			=====
LIABILITIES			
=====			
101-21-010-00	Accounts Payable Pooled	333,336.56	
101-21-010-01	Accounts Payable-General Fund	12,606.70	
101-21-010-14	Deferred Revenue Taxes	13,894.59	
101-21-010-15	Deferred Revenue Court	166,891.39	
101-21-010-17	Deferred Pension Inflows	146,888.00	
101-21-010-18	Net Pension Liability	100,153.00	
101-21-010-19	Deferred Pension Outflows	(244,985.00)	
101-21-015-40	Child Support Payable	461.28	
101-21-021-51	Unapplied Credit Liability A/R	300.00	
101-21-022-10	Wages Payable	11,057.03	
101-21-023-20	Comm Ctr rental deposits	770.01	
101-21-023-30	Parks rental deposits	(150.00)	
101-21-023-40	Collection fees payable-MVBA	384.59	
101-21-023-41	Credit Card Fees Payable	(5,010.11)	
101-21-023-50	Court Cash Bonds	443.30	
101-21-023-70	OMNI fee - court	(211.61)	
		<u>536,829.73</u>	
	TOTAL LIABILITIES		
EQUITY			
=====			
101-31-033-00	Fund Balance General Fund	8,329,691.41	
101-31-033-80	Net Pension Obligation	82,656.00	
	TOTAL BEGINNING EQUITY	8,412,347.41	
	TOTAL REVENUE	18,092,020.32	
	TOTAL EXPENSES	<u>14,146,272.35</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	3,945,747.97	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>12,358,095.38</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		12,894,925.11
			=====

BALANCE SHEET

AS OF: AUGUST 31ST, 2024

201-Water Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
201-11-000-00	Water Fund Cash	68,134.24
201-11-000-10	Cash Drawer	200.00
201-11-000-84	Claim on Cash Water	5,305,571.55
201-11-000-90	Investment Account	76,067.09
201-11-000-91	Water Impact Fees	630,602.99
201-11-000-95	Cash - CO Keeneland Ph1 Offsit	8,538,717.00
201-11-013-00	Accounts receivable - UB	167,926.76
201-11-013-21	Accounts Receivable - Unbilled	74,348.52
201-11-013-22	Allowance for Uncollect Water	(26,613.04)
201-11-027-00	Discount on Bonds	151,140.00
201-11-050-00	Inventory	186,333.80
201-12-016-10	Land	83,058.00
201-12-016-30	Water System	11,615,601.20
201-12-016-50	Machinery and Equipment	672,941.53
201-12-016-60	Vehicles	363,127.54
201-12-016-67	Office Equipment	43,133.09
201-12-016-80	Buildings and improvements	112,282.54
201-12-016-90	Construction in Progress	1,618,903.00
201-12-017-00	Accumulated Depreciation	(5,981,662.93)
201-13-000-00	Due from other funds	368,290.00
201-19-000-00	Net Pension Asset	(17,100.00)
		<u>24,051,002.88</u>
TOTAL ASSETS		24,051,002.88
=====		
LIABILITIES		
=====		
201-21-010-00	Accounts Payable Pooled	26,718.60
201-21-010-02	Accounts Payable - Water	192,742.00
201-21-010-05	Unapplied Credits	5,959.41
201-21-010-17	Deferred Pension Inflows	8,300.00
201-21-010-18	Net Pension Liability	6,000.00
201-21-010-19	Deferred Pension Outflows	(53,700.00)
201-21-020-17	Deferred OPEB Inflows	4,700.00
201-21-020-19	Deferred OPEB Outflows	(2,000.00)
201-21-021-10	Accrued Vacation Payable- wate	4,071.98
201-21-021-20	Accrued Interest Payable	55,381.75
201-21-021-90	SALES TAX COLLECTED	649.32
201-21-023-00	Water TMRS Due to state	(881.00)
201-21-023-41	Credit Card Fees Payable	12,297.64
201-21-027-00	Bond Premium	188,534.00
201-21-029-10	Bonds Payable - Series 2016	4,220,000.00
201-21-029-75	Bonds Payable - Series 2023	8,170,000.00
201-21-029-80	Customer Deposits	166,386.14
201-21-029-81	Customer Refunds Payable	4,667.60
201-23-901-00	Due to Payroll Fund	(3,102.78)
201-23-999-00	Water Impact Fees	<u>30,489.00</u>
TOTAL LIABILITIES		<u>13,037,213.66</u>

BALANCE SHEET

AS OF: AUGUST 31ST, 2024

201-Water Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
EQUITY		
=====		
201-31-033-02	Fund balance - Water/Sewer	10,057,996.80
201-31-033-10	Developer Contributions	470,033.47
201-31-033-80	Net Pension Benefit Obligation	<u>9,219.00</u>
	TOTAL BEGINNING EQUITY	10,537,249.27
	TOTAL REVENUE	2,307,233.52
	TOTAL EXPENSES	<u>1,830,693.57</u>
	TOTAL REVENUE OVER/ (UNDER) EXPENSES	476,539.95
	TOTAL EQUITY & REV. OVER/ (UNDER) EXP.	<u>11,013,789.22</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.	24,051,002.88
=====		

BALANCE SHEET

AS OF: AUGUST 31ST, 2024

202-Sewer Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
202-11-000-84	Claim on Cash Sewer	(7,795,019.41)	
202-11-000-91	Sewer Impact Fees	821,228.21	
202-11-013-01	Accounts Receivable - UB	83,706.14	
202-11-013-21	Accounts Receivable - Unbilled	38,511.13	
202-11-013-22	Allowance for Doubtful Account	(13,265.75)	
202-11-050-00	Inventory	7,353.00	
202-12-016-40	Sewer System	14,475,405.67	
202-12-016-90	Construction in Progress	<u>32,029.00</u>	
			<u>7,649,947.99</u>
TOTAL ASSETS			7,649,947.99
=====			
LIABILITIES			
=====			
202-21-010-00	Accounts Payable Pooled	14,055.61	
202-21-010-03	Accounts Payable -Sewer	32,029.00	
202-21-021-10	Accrued Vacation Payable	15,151.63	
202-21-023-00	Sewer TMRS Due to state	881.00	
202-21-028-80	Bonds Payable - Series 2013	107,716.00	
202-23-000-00	Due to other funds	114,820.00	
202-23-901-00	Due to Payroll Fund	(13,116.03)	
202-23-999-00	Sewer Impact Fees	<u>38,342.00</u>	
TOTAL LIABILITIES			<u>309,879.21</u>
EQUITY			
=====			
202-31-033-00	Fund Balance	5,677,687.70	
202-31-033-10	Developer Contributions	570,596.91	
202-31-033-50	Restricted for Sewer Impact	<u>739,050.73</u>	
TOTAL BEGINNING EQUITY			6,987,335.34
TOTAL REVENUE		1,293,998.41	
TOTAL EXPENSES		<u>941,264.97</u>	
TOTAL REVENUE OVER/ (UNDER) EXPENSES			352,733.44
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.			<u>7,340,068.78</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			7,649,947.99
=====			

BALANCE SHEET

AS OF: AUGUST 31ST, 2024

205-Solid Waste Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
205-11-000-84	Claim on Cash Garbage	(411,872.27)
205-11-013-00	Accounts Receivable - UB	50,137.15
205-11-013-10	Accounts receivable	95,878.23
205-11-013-21	Accounts Receivable - Unbilled	26,340.33
205-11-013-22	Allowance for Doubtful Account	(9,746.74)
		(249,263.30)
TOTAL ASSETS		(249,263.30)
		=====
LIABILITIES		
=====		
205-21-010-00	Accounts Payable Pooled	167,861.25
205-21-021-90	Sales Tax Payable	10,983.50
205-23-000-00	Due to other funds	16,219.00
TOTAL LIABILITIES		195,063.75
EQUITY		
=====		
205-31-033-00	Fund Balance	(272,923.87)
TOTAL BEGINNING EQUITY		(272,923.87)
TOTAL REVENUE		1,829,473.71
TOTAL EXPENSES		2,000,876.89
TOTAL REVENUE OVER/ (UNDER) EXPENSES		(171,403.18)
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		(444,327.05)
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		(249,263.30)
		=====

BALANCE SHEET

AS OF: AUGUST 31ST, 2024

301-Debt Service Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
301-11-000-00	Debt Service Cash	107,558.85	
301-11-000-84	Claim on Cash Debt Service	83,986.49	
301-11-000-90	Investment Account	71,938.23	
301-11-013-00	Property Taxes Receivable	14,465.83	
301-11-013-10	Allowance for Uncollect Taxes	(4,982.27)	
301-13-000-00	Due from other funds	<u>114,820.00</u>	
			<u>387,787.13</u>
TOTAL ASSETS			387,787.13
=====			
LIABILITIES			
=====			
301-21-029-90	Deferred Taxes-I&S	<u>9,483.56</u>	
TOTAL LIABILITIES			<u>9,483.56</u>
EQUITY			
=====			
301-31-033-01	Fund Balance - Restricted	<u>358,817.66</u>	
TOTAL BEGINNING EQUITY		358,817.66	
TOTAL REVENUE		1,395,264.88	
TOTAL EXPENSES		<u>1,375,778.97</u>	
TOTAL REVENUE OVER/ (UNDER) EXPENSES		19,485.91	
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.			<u>378,303.57</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			387,787.13
=====			

BALANCE SHEET

AS OF: AUGUST 31ST, 2024

401-Special Revenue Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
401-11-000-00	Special Revenue Cash	46,297.63	
401-11-000-84	Claim on Cash Special Revenue	<u>23,687.20</u>	
			<u>69,984.83</u>
TOTAL ASSETS			69,984.83
			=====
LIABILITIES			
=====			
401-21-010-00	Accounts Payable Pooled	<u>2,127.00</u>	
TOTAL LIABILITIES			<u>2,127.00</u>
EQUITY			
=====			
401-31-033-02	Fund Balance - Child Safety	4,021.19	
401-31-033-04	Fund Balance - Court Security	6,920.50	
401-31-033-05	Fund Balance - PD Officers Tra	32,743.78	
401-31-033-06	Fund Balance - Seizure Funds	3,228.17	
401-31-033-07	FUND BALANCE HOT	<u>540.76</u>	
TOTAL BEGINNING EQUITY		47,454.40	
TOTAL REVENUE		32,510.43	
TOTAL EXPENSES		<u>12,107.00</u>	
TOTAL REVENUE OVER/ (UNDER) EXPENSES		20,403.43	
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.			<u>67,857.83</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			69,984.83
			=====

BALANCE SHEET

AS OF: AUGUST 31ST, 2024

402-TIRZ Jackson Ridge

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
402-11-000-00	TIRZ Cash	281,040.05
402-11-000-84	Claim on Cash TIRZ	<u>518,732.58</u>
		<u>799,772.63</u>
TOTAL ASSETS		799,772.63
		=====
LIABILITIES		
=====		
EQUITY		
=====		
402-31-033-06	Fund balance - TIRZ Fund	<u>526,039.50</u>
	TOTAL BEGINNING EQUITY	526,039.50
TOTAL REVENUE		899,676.68
TOTAL EXPENSES		<u>625,943.55</u>
TOTAL REVENUE OVER/ (UNDER) EXPENSES		273,733.13
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		<u>799,772.63</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		799,772.63
		=====

BALANCE SHEET

AS OF: AUGUST 31ST, 2024

403-Impact Fees

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
403-11-000-00	Impact Fees Cash	194,533.28
403-11-000-84	Claim on Cash Impact Fees	<u>199,149.85</u>
		<u>393,683.13</u>
TOTAL ASSETS		393,683.13
		=====
LIABILITIES		
=====		
EQUITY		
=====		
403-31-033-20	Restricted FB- Street Impact	<u>376,974.59</u>
	TOTAL BEGINNING EQUITY	376,974.59
TOTAL REVENUE		18,918.54
TOTAL EXPENSES		<u>2,210.00</u>
TOTAL REVENUE OVER/ (UNDER) EXPENSES		16,708.54
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		<u>393,683.13</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		393,683.13
		=====

BALANCE SHEET

AS OF: AUGUST 31ST, 2024

404-Development Fees

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
404-11-000-50	Investment Acct-Park Fees	2,198,913.85	
404-11-000-60	Investment acct-Fire Station	3,987,694.13	
404-11-000-70	Investment Acct-Street Fees	3,109,903.54	
404-11-000-84	Claim on Cash Development Fees	1,456,364.48	
404-11-000-90	Investment Account	<u>434,866.57</u>	
		<u>11,187,742.57</u>	
TOTAL ASSETS			11,187,742.57
			=====
LIABILITIES			
=====			
404-21-010-00	Accounts Payable Pooled	<u>4,008.00</u>	
TOTAL LIABILITIES			<u>4,008.00</u>
EQUITY			
=====			
404-31-033-00	Fund Balance	<u>9,877,418.37</u>	
TOTAL BEGINNING EQUITY		<u>9,877,418.37</u>	
TOTAL REVENUE		1,741,774.26	
TOTAL EXPENSES		<u>435,458.06</u>	
TOTAL REVENUE OVER/ (UNDER) EXPENSES		1,306,316.20	
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		<u>11,183,734.57</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			11,187,742.57
			=====

BALANCE SHEET

AS OF: AUGUST 31ST, 2024

405-Grant Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
405-11-000-00	Grant Fund Cash	1,089,134.76	
405-11-000-84	Claim on Cash Grants	(538,743.02)	
405-11-013-15	AR Due From State	<u>196,102.00</u>	
			<u>746,493.74</u>
TOTAL ASSETS			746,493.74
			=====
LIABILITIES			
=====			
405-21-021-60	Unearned Revenue - Grants	<u>646,455.13</u>	
TOTAL LIABILITIES			<u>646,455.13</u>
EQUITY			
=====			
405-31-033-04	Fund Balance - Grant Fund	<u>21,426.79</u>	
TOTAL BEGINNING EQUITY		21,426.79	
TOTAL REVENUE		779,468.22	
TOTAL EXPENSES		<u>700,856.40</u>	
TOTAL REVENUE OVER/ (UNDER) EXPENSES		78,611.82	
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		<u>100,038.61</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			746,493.74
			=====

BALANCE SHEET

AS OF: AUGUST 31ST, 2024

406-Holding Acct Dev Agreemts

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
406-11-000-84	Claim on Cash Holding	<u>451,192.09</u>	
			<u>451,192.09</u>
	TOTAL ASSETS		451,192.09
			=====
LIABILITIES			
=====			
406-21-010-00	Accounts Payable Pooled	27,261.97	
406-23-000-00	Due to Other Funds	<u>368,290.00</u>	
	TOTAL LIABILITIES		<u>395,551.97</u>
EQUITY			
=====			
406-31-033-00	Fund Balance	<u>227,158.33</u>	
	TOTAL BEGINNING EQUITY	227,158.33	
	TOTAL REVENUE	225,066.46	
	TOTAL EXPENSES	<u>396,584.67</u>	
	TOTAL REVENUE OVER/ (UNDER) EXPENSES	(171,518.21)	
	TOTAL EQUITY & REV. OVER/ (UNDER) EXP.	<u>55,640.12</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		451,192.09
			=====

BALANCE SHEET

AS OF: AUGUST 31ST, 2024

501-Capital Projects Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
501-11-000-55	Vehicle Replacement Fund	126,761.30	
501-11-000-58	Cash - Tax Notes	216,780.40	
501-11-000-59	Cash - CO 2022 Public Safety	5,231,831.65	
501-11-000-60	Cash - CO 2023 Keeneland Phl	(3,626,800.62)	
501-11-000-61	Cash - CO 2024 Station 2	4,980,440.74	
501-11-000-62	ABP LLC Cash Escrow	10,047,158.86	
501-11-000-84	Claim on Cash Capital Projects	(3,336,252.17)	
501-11-008-38	Cash - Water Bond S16	<u>546,451.51</u>	
			<u>14,186,371.67</u>
TOTAL ASSETS			14,186,371.67
=====			
LIABILITIES			
=====			
501-21-010-00	Accounts Payable Pooled	2,435.75	
501-21-010-02	Accounts payable	328,400.00	
501-21-010-11	Accounts Payable - Capital Pro	41,819.00	
501-23-999-00	Impact Fees - Streets	<u>33,317.26</u>	
TOTAL LIABILITIES			<u>405,972.01</u>
EQUITY			
=====			
501-31-033-03	Restricted FB - Contruction	<u>9,790,878.09</u>	
TOTAL BEGINNING EQUITY		9,790,878.09	
TOTAL REVENUE		16,669,442.10	
TOTAL EXPENSES		<u>12,679,920.53</u>	
TOTAL REVENUE OVER/ (UNDER) EXPENSES		3,989,521.57	
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.			<u>13,780,399.66</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			14,186,371.67
=====			

BALANCE SHEET

AS OF: AUGUST 31ST, 2024

701-MDD

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
701-11-000-00	MDD Cash	893,196.01	
701-11-000-84	Claim on Cash MDD	(26,028.86)	
701-11-000-90	Investment Account	1,619,295.67	
701-11-013-37	Sales Tax Receivable	159,278.70	
701-12-015-00	Land	696,835.95	
701-12-015-10	Buildings and improvements	340,267.04	
701-12-017-00	Accumulated Depreciation	(47,597.00)	
		<u>3,635,247.51</u>	
TOTAL ASSETS			3,635,247.51
			=====
LIABILITIES			
=====			
701-21-010-00	Accounts Payable Pooled	2,514.96	
701-21-021-10	Accrued Vacation	<u>1,458.00</u>	
TOTAL LIABILITIES			<u>3,972.96</u>
EQUITY			
=====			
701-31-040-10	Fund Balance - MDD	<u>2,729,881.60</u>	
TOTAL BEGINNING EQUITY			2,729,881.60
TOTAL REVENUE		1,123,316.45	
TOTAL EXPENSES		<u>221,923.50</u>	
TOTAL REVENUE OVER/ (UNDER) EXPENSES		901,392.95	
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		<u>3,631,274.55</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			3,635,247.51
			=====

BALANCE SHEET

AS OF: AUGUST 31ST, 2024

801-Employee Benefit Trust

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
801-11-000-00	Employee Benefit Trust Cash	69,968.63
801-11-000-84	Claim on Cash EBT	(62,150.41)
		<u>7,818.22</u>
TOTAL ASSETS		7,818.22
		=====
LIABILITIES		
=====		
801-21-010-13	Accounts Payable	60.00
801-23-000-00	Due to other funds	<u>50,000.00</u>
TOTAL LIABILITIES		<u>50,060.00</u>
EQUITY		
=====		
801-31-033-00	Fund Balance	(27,734.36)
TOTAL BEGINNING EQUITY		(27,734.36)
TOTAL REVENUE		1,088,606.40
TOTAL EXPENSES		<u>1,103,113.82</u>
TOTAL REVENUE OVER/ (UNDER) EXPENSES		(14,507.42)
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		(42,241.78)
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		7,818.22
		=====



City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Approval of the Authorized Personnel List

Staff Contact

Shaena Williams, Human Resources

swilliams@aubreytx.gov

940-440-9343

Summary

This item is the Authorized Personnel list that has been updated to include the new positions that were approved during the 2025 fiscal year budget process. The new positions are an HR Generalist, two Police Officers, a Victim Advocate, an Emergency Management Coordinator, a Fleet Coordinator, and a Development Services Manager.

Financial Summary

The positions were included in the fiscal 2025 budget that was approved by council members on 8/22/24.

Staff Recommended Action

Approve

Staff Recommended Motion

N/A

Position	Reference				Current	Approved		
Administration	2020	2021	2022	2023	2024	2025		
City Administrator/Manager	1	1	1	1	1	1		
Finance Director		1	1	1	1	1		
Budget Analyst	0	0	0	0	1	1		
City Secretary	1	1	1	1	1	1		
Assistant to the City Manager	0	0	0	0	1	1		
Total	2	5	6	6	5	5		
Human Resources	2020	2021	2022	2023	2024	2025		
HR Director	0	1	1	1	1	1		
HR Generalist	0	0	0	0	0	1		
Total	0	1	1	1	1	2		
Court	2020	2021	2022	2023	2024	2025		
Court Clerk	1	1	1	1	1	1		
Total	1	1	1	1	1	1		
MDD	2020	2021	2022	2023	2024	2025		
Director	0	0	1	1	1	1		
Total	0	0	1	1	1	1		
Police	2020	2021	2022	2023	2024	2025		
Chief of Police	1	1	1	1	1	1		
Assistant Chief of Police	0	0	0	0	1	1		
Lieutenant of Police	2	2	3	3	2	2		
Sergeant of Police	3	4	4	4	5	5		
Police Officer	9	11	12	15	18	20		
Detective	1	1	1	2	3	3		
School Resource Officer	0	0	0	1	2	2		
Investigator	0	0	0	0	0	1		
Sworn	16	19	21	26	32	35		
Code Enforcement	0	0	0	1	1	1		
Victim Advocate	0	0	0	0	0	1		
Administrative Coordinator	1	1	1	1	1	1		
Civilian	1	1	1	1	2	3		
Total	17	20	22	27	34	38		

Fire	2020	2021	2022	2023	2024	2025		
Fire Chief	0.5	0.5	0.5	1	1	1		
Assistant Chief	0.5	0.5	1	1	1	1		
Battalion Chief	1.5	1.5	1.5	3	3	3		
EMS Captain	0	0	0	1	1	1		
Captain	6	6	6	6	6	9		
Driver/Engineer	0	0	0	12	10	16		
Firefighter	21	24	33	18	20	32		
Admin Coordinator	0	0	0	1	1	1		
Emergency Management	0	0	0	0	0	1		
Fire Marshal	0	0	0	0	1	1		
Total	29.5	32.5	42	43	44	66		
Library	2020	2021	2022	2023	2024	2025		
Director	1	1	0	0				
Manager	1	1	1	1	1	1		
Public Service	1	1	1	1	1	1		
Collections Manager (PT)	0	1	1	1	1	1		
Librarian III	0	0	1	1	1	1		
Librarian I	0	0	0	1	1	1		
Librarian I (PT)	1	1	0		2	2		
Total	4	5	4	5	7	7		
Fleet & Buildings	2020	2021	2022	2023	2024	2025		
Maintenance Technician	0	0	0	0	0	0		
Fleet Coordinator	0	0	0	0	1	1		
Total	0	0	0	0	1	1		
Parks	2020	2021	2022	2023	2024	2025		
Parks Coordinator	0	0	0	1	0	0		
Parks Superintendent	0	0	0	0	1	1		
Maintenance Technician	2.5	2.5	2.5	2	2	2		
Event & Program Coordinator		1	1	1	1	1		
Total	2.5	3.5	3.5	4	4	4		

Water	2020	2021	2022	2023	2024	2025		
Superintendent	0	0	0	1	1	1		
Operator I	3	3	3	1	1	1		
Maintenance Technician	2	2	2	0	1	1		
Meter Supervisor	0	0	0	1	1	1		
Utilities Manager	0	0	0	1	1	1		
Billing Clerk	1	1	1	1	1	1		
Total	6	6	6	5	6	6		
Sewer	2020	2021	2022	2023	2024	2025		
Director PW	1	1	1	1	0	0		
Assistant DPW	1	1	1	0	1	1		
Superintendent	0	0	0	1	1	1		
Operator I	2	2	2	1	1	1		
Instrument Technician	0	0	0	0	1	1		
Maintenance Technician	1	1	1	1	2	2		
Total	5	5	5	4	6	6		
Streets	2020	2021	2022	2023	2024	2025		
PW Manager	0	0	0	1	1	1		
PW Superintendent	0	0	0	1	1	1		
Maintenance Technician	0	0	0	1	1	1		
Streets Foreman	0	0	0	1	1	1		
Total	0	0	0	4	4	4		

Development	2020	2021	2022	2023	2024	2025		
Executive Director of Operations	0	0	0	0	1	1		
Permit Technician	1	1	1	1	1	1		
Permits & CIP Manager	0	0	0	1	1	1		
Chief Building Official	0	0	0	0	1	1		
Development Services Manager	0	0	0	0	0	1		
Building Inspector	0	0	0	1	1	1		
GIS Technician	0	0	0	0	1	1		
Total	1	1	1	3	6	7		
Solid Waste	2020	2021	2022	2023	2024	2025		
	0	0	0	0	0	0		
Total	0	0	0	0	0	0		
Overall Totals	69	80	92.5	104	120	148		

Position	Reference				Current	10/1
Administration	2020	2021	2022	2023	2024	Inc/Dec
City Administrator/Manager	1	1	1	1	1	
Finance Director		1	1	1	1	
HR Director		1	1	1	1	
City Secretary	1	1	1	1	1	
HR Generalist						
Assistant to the City Manager					1	
Total	2	5	6	6	6	
Court	2020	2021	2022	2023	2024	Inc/Dec
Court Clerk	1	1	1	1	1	
Total	1	1	1	1	1	
MDD	2020	2021	2022	2023	2024	Inc/Dec
Director	0	0	1	1	1	
Total	0	0	1	1	1	
Police	2020	2021	2022	2023	2024	Inc/Dec
Chief of Police	1	1	1	1	1	-
Assistant Chief of Police	0	0	0	0	1	+1
Lieutenant of Police	2	2	3	3	2	-1
Sergeant of Police	3	4	4	4	5	+1
Police Officer	9	11	12	15	18	+1
Detective	1	1	1	2	3	+1
School Resource Officer				1	2	+1
Investigator						
Sworn	16	19	21	26	32	
Code Enforcement				1	1	
Crime Victim Advocate						
Administrative Coordinator	1	1	1	1	1	-
Civilian	1	1	1	1	2	-
Total	17	20	22	27	34	4
Fire	2020	2021	2022	2023	2024	Inc/Dec
Fire Chief	0.5	0.5	0.5	1	1	
Assistant Chief	0.5	0.5	1	1	1	
Battalion Chief	1.5	1.5	1.5	3	3	
EMS Captain	0	0	0	1	1	
Captain	6	6	6	6	9	+3
Driver/Engineer	0	0	0	12	6	+6
Firefighter	21	24	33	18	32	+12
Admin Coordinator	0	0	0	1	1	
Emergency Management					1	
Fire Inspector	0	0	0	0	1	+1
Total	29.5	32.5	42	43	56	22
Library	2020	2021	2022	2023	2024	Inc/Dec

Director	1	1				
Manager	1	1	1	1	1	
Public Service	1	1	1	1	1	
Collections Manager (PT)		1	1	1	1	
Librarian III			1	1	1	
Librarian I				1	1	
Librarian I (PT)	1	1			2	
Total	4	5	4	5	7	
Fleet & Buildings	2020	2021	2022	2023	2024	Inc/Dec
Maintenance Technician	0	0	0	0	0	+1
Fleet Coordinator					1	
Total	0	0	0	0	1	1
Parks	2020	2021	2022	2023	2024	
Parks Coordinator	0	0	0	1	0	
Parks Superintendent					1	
Maintenance Technician	2	2	2	1	1	
Maintenance Technician	0.5	0.5	0.5	1	1	
Event & Program Coordinator		1	1	1	1	
Total	2.5	3.5	3.5	4	4	
Water	2020	2021	2022	2023	2024	
Superintendent	0	0	0	1	1	
Operator I	3	3	3	1	1	
Maintenance Technician	2	2	2	0	1	
Meter Supervisor	0	0	0	1	1	
Utilities Manager	0	0	0	1	1	
Billing Clerk	1	1	1	1	1	
Total	6	6	6	5	6	1
Sewer	2020	2021	2022	2023	2024	
Director PW	1	1	1	1	1	
Assistant DPW	1	1	1	0	1	
Superintendent	0	0	0	1	1	
Operator I	2	2	2	1	1	
Instrument Technician	0	0	0	0	1	+1
Maintenance Technician	1	1	1	1	1	
Total	5	5	5	4	6	1
Streets	2020	2021	2022	2023	2024	
PW Manager	0	0	0	1	1	
PW Superintendent	0	0	0	1	1	
Maintenance Technician	0	0	0	1	1	
Streets Foreman	0	0	0	1	1	
Total	0	0	0	4	4	
Development	2020	2021	2022	2023	2024	
Position	2020	2021	2022	2023	2024	Inc/Dec

Permit Technician	1	1	1	1	1	
Permits & CIP Manager	0	0	0	1	1	
Chief Building Official	0	0	0	0	1	
P&Z Manager	0	0	0	0	0	
Building Inspector	0	0	0	1	1	
GIS Technician	0	0	0	0	1	+1
Total	1	1	1	3	5	2
Solid Waste	2020	2021	2022	2023	2024	
Position	2020	2021	2022	2023	2024	Inc/Dec
	0	0	0	0	0	
Total	0	0	0	0	0	
Overall Totals	2020	2021	2022	2023	2024	
	68	79	91.5	103	138	31

Amended by Council 01/22/2024 -- Reclassification of Planner to Assistant to City manager

Amended by Council 04/25/2024 -- to add two police officer positions

Amended by Council 05/23/2024 -- Added Chief Building Official

Amended by Council on 07/25/2024 - Early Addition of an Assistant Director of Public Works

		+1	
Inc/Dec	Inc/Dec	Inc/Dec	
0	2	0	3
ks and Two Part-time Library			

Position	Reference					2025
Administration	2020	2021	2022	2023	2024	Inc/Dec
City Administrator/Manager	1	1	1	1	1	+1
Finance Director		1	1	1	1	
Budget Analyst	0	0	0	0	1	
HR Director	0	1	1	1	1	
City Secretary	1	1	1	1	1	
HR Generalist	0	0	0	0	1	
Assistant to the City Manager	0	0	0	0	1	
Total	2	5	6	6	6	
Court	2020	2021	2022	2023	2024	Inc/Dec
Court Clerk	1	1	1	1	1	
Total	1	1	1	1	1	
MDD	2020	2021	2022	2023	2024	Inc/Dec
Director	0	0	1	1	1	
Total	0	0	1	1	1	
Police	2020	2021	2022	2023	2024	Inc/Dec
Chief of Police	1	1	1	1	1	+2
Assistant Chief of Police	0	0	0	0	1	
Lieutenant of Police	2	2	3	3	2	
Sergeant of Police	3	4	4	4	5	
Police Officer	9	11	12	15	18	
Detective	1	1	1	2	3	
School Resource Officer	0	0	0	1	2	+1
Investigator	0	0	0	0		
Sworn	16	19	21	26	32	
Code Enforcement	0	0	0	1	1	+1
Victim Advocate	0	0	0	0		
Administrative Coordinator	1	1	1	1	1	
Civilian	1	1	1	1	2	
Total	17	20	22	27	34	
Fire	2020	2021	2022	2023	2024	Inc/Dec
Fire Chief	0.5	0.5	0.5	1	1	+3*
Assistant Chief	0.5	0.5	1	1	1	
Battalion Chief	1.5	1.5	1.5	3	3	
EMS Captain	0	0	0	1	1	+6*
Captain	6	6	6	6	9	
Driver/Engineer	0	0	0	12	6	+12*
Firefighter	21	24	33	18	32	
Admin Coordinator	0	0	0	1	1	+1
Emergency Management	0	0	0	0	1	
Fire Marshal	0	0	0	0	1	
Total	29.5	32.5	42	43	56	

Library	2020	2021	2022	2023	2024	Inc/Dec
Director	1	1				
Manager	1	1	1	1	1	
Public Service	1	1	1	1	1	
Collections Manager (PT)		1	1	1	1	
Librarian III			1	1	1	
Librarian I				1	1	
Librarian I (PT)	1	1			2	
Total	4	5	4	5	7	
Fleet & Buildings	2020	2021	2022	2023	2024	Inc/Dec
Maintenance Technician	0	0	0	0	0	
Fleet Coordinator					1	+1
Total	0	0	0	0	1	
Parks	2020	2021	2022	2023	2024	
Parks Coordinator	0	0	0	1	0	-1
Parks Superintendent	0	0	0	0	1	+1
Maintenance Technician	2	2	2	1	1	
Maintenance Technician	0.5	0.5	0.5	1	1	
Event & Program Coordinator		1	1	1	1	
Total	2.5	3.5	3.5	4	4	
Water	2020	2021	2022	2023	2024	
Superintendent	0	0	0	1	1	
Operator I	3	3	3	1	1	
Maintenance Technician	2	2	2	0	1	
Meter Supervisor	0	0	0	1	1	
Utilities Manager	0	0	0	1	1	
Billing Clerk	1	1	1	1	1	
Total	6	6	6	5	6	
Sewer	2020	2021	2022	2023	2024	
Director PW	1	1	1	1	0	
Assistant DPW	1	1	1	0	1	
Superintendent	0	0	0	1	1	
Operator I	2	2	2	1	1	
Instrument Technician	0	0	0	0	1	
Maintenance Technician	1	1	1	1	1	
Total	5	5	5	4	5	
Streets	2020	2021	2022	2023	2024	
PW Manager	0	0	0	1	1	
PW Superintendent	0	0	0	1	1	
Maintenance Technician	0	0	0	1	1	
Streets Foreman	0	0	0	1	1	
Total	0	0	0	4	4	
Development	2020	2021	2022	2023	2024	

Executive Director of Operations	0	0	0	0	1	+1
Permit Technician	1	1	1	1	1	
Permits & CIP Manager	0	0	0	1	1	
Chief Building Official	0	0	0	0	1	
Development Services Manager	0	0	0	0	0	
Building Inspector	0	0	0	1	1	
GIS Technician	0	0	0	0	1	
Total	1	1	1	3	5	
Solid Waste	2020	2021	2022	2023	2024	
Position	2020	2021	2022	2023	2024	Inc/Dec
	0	0	0	0	0	
Total	0	0	0	0	0	
Overall Totals	2020	2021	2022	2023	2024	
	68	79	91.5	103	138	0

Parks Coordinator promoted to Parks Superintendent

*FD positions previously approved but waiting to 2025 to fill



City Council Meeting

Community Center and Council Chamber Dedication Staff Report September 26, 2024

Agenda Item

Approval of Ordinance 873-24 designating an official newspaper for the City of Aubrey.

Staff Contact

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

Summary

Local Government Code requires that at the beginning of each fiscal year, Cities should designate an official newspaper for all legal publications, election notices, ordinances, public hearing notices, etc.

Additionally, the Home Rule Charter requires the City Council to annually declare an official newspaper.

Financial Summary

No change.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve Resolution 873-24 designating the Post Signal as the official newspaper for the City of Aubrey.

CITY OF AUBREY
Ordinance Number 873-24

An Ordinance designating an official paper for the City of Aubrey, Texas, repealing all Ordinances in conflict therewith; providing a term clause; providing a publication clause; providing an effective date.

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

SECTION I
DESIGNATING AN OFFICIAL PAPER OF THE CITY OF AUBREY

The Post Signal, published in Denton County, Texas, is hereby designated as the official newspaper of the City of Aubrey, Texas. All legal notices, legal publications, penal ordinances, and other ordinances, required to be published, shall be published in the said Post Signal, unless otherwise specified by the City Council of the City of Aubrey, Texas, in special case, by ordinance. (Sections 52.004 and 52.011 Local Government Code.)

SECTION II
TERM

The term of this Ordinance shall be October 1, 2024 through September 30, 2025.

SECTION III
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as provided by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council on this the 26th day of September, 2024.

APPROVED:

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary



City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Approval of Resolution 981-24 appointing Art Maldonado as Presiding Municipal Judge of the Aubrey Municipal Court for a two year term.

Staff Contact

Jenny Hicks, City Secretary

jhicks@aubreytx.gov

940-440-9343

Summary

Local Government Code and the Home Rule Charter provide for appointment of municipal judges.

Judge Maldonado has been serving the City of Aubrey since 2019. He has been contacted and is interested in continuing to serve.

Financial Summary

No Change

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve Resolution 981-24, appointing Art Maldonado as municipal judge for a two year term.

RESOLUTION NO. 981-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS RENEWING THE APPOINTMENT OF THE PRESIDING MUNICIPAL COURT JUDGE; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR SEVERABILITY; PROVIDING A CUMULATIVE REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey is a Home Rule Municipality duly incorporated in the State of Texas; and

WHEREAS, the City Council desires to appoint a Municipal Court Judge to perform the judicial functions of the Aubrey Municipal Court; and

WHEREAS, Section 29.04 of the Texas Government Code provides for the appointment of municipal court judges; and

WHEREAS, the City Council has determined that Art Maldonado should be reappointed as Presiding Municipal Court Judge.

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

SECTION 1. That all of the above recitals are found to be true and correct and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council hereby reappoints Art Maldonado to serve as the Presiding Municipal Court Judge for the Municipal Court of Aubrey, Texas, to serve for a term beginning October 1, 2024 and ending October 1, 2026.

SECTION 3. Should any section, subsection, sentence, clause, or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City hereby declares that it would have passed this Resolution, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 4. Any provisions of any prior resolutions of the City which are in conflict with any provision of this Resolution are hereby repealed to the extent of the conflict, but all other provisions of the resolutions of the City which are not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 5. This Resolution shall become effective from and after its passage.

PASSED, APPROVED AND ADOPTED on this 26th day of September, 2024.

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

Patricia Adams, City Attorney



City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Approval of Resolution 982-24 appointing Brian Holman as an Associate Judge of the Aubrey Municipal Court for a two year term

Staff Contact

Jenny Hicks, City Secretary

jhicks@aubreytx.gov

940-440-9343

Summary

Local Government Code and the Home Rule Charter provide for appointment of municipal judges.

Judge Holman has been serving the City of Aubrey since 2019. He has been contacted and is interested in continuing to serve.

Financial Summary

No Change

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve Resolution 982-24, appointing Brian Holman as associate municipal judge for a two year term.

RESOLUTION NO. 982-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS RENEWING THE APPOINTMENT OF THE ASSOCIATE MUNICIPAL COURT JUDGE; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR SEVERABILITY; PROVIDING A CUMULATIVE REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey is a Home Rule General-Law Municipality duly incorporated in the State of Texas; and

WHEREAS, the City Council desires to appoint an Associate Municipal Court Judge to perform the judicial functions of the Aubrey Municipal Court; and

WHEREAS, Section 29.04 of the Texas Government Code provides for the appointment of municipal court judges; and

WHEREAS, the City Council has determined that Brian Holman should be reappointed as Associate Municipal Court Judge.

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

SECTION 1. That all of the above recitals are found to be true and correct and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council hereby reappoints Brian Holman to serve as the Associate Municipal Court Judge for the Municipal Court of Aubrey, Texas, to serve for a term beginning October 1, 2024 and ending October 1, 2026.

SECTION 3. Should any section, subsection, sentence, clause, or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City hereby declares that it would have passed this Resolution, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 4. Any provisions of any prior resolutions of the City which are in conflict with any provision of this Resolution are hereby repealed to the extent of the conflict, but all other provisions of the resolutions of the City which are not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 5. This Resolution shall become effective from and after its passage.

PASSED, APPROVED AND ADOPTED on this 26th day of September, 2024.

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

Patricia Adams, City Attorney



City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Approval of Ordinance 874-24 amending Chapter 12 "Traffic and Vehicles", Article 12.02 "Traffic Control Devices" to amend Section 12.02.010 "Stop Signs" EXHIBIT A by adding three stop signs at the intersection of Main Street and Sherman Drive.

Staff Contact

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

Summary

In a collaborative effort to address traffic delays and ensure the long-term safety and efficiency of a vital intersection, the City of Aubrey is partnering with the Texas Department of Transportation (TxDOT) to bring significant improvements to the crossroads of FM 428 (Sherman Drive) and Main Street. This important partnership reflects the city's commitment to proactive community planning and development as it continues to accommodate Aubrey's steady growth.

Recent engineering studies have identified the need for a comprehensive traffic signal system at this intersection to alleviate congestion and enhance safety. However, before a signal can be installed, additional studies are necessary, including right-of-way acquisition and drainage improvements. These steps are essential to ensure that the future roadway can meet the needs of the growing community while also addressing key infrastructure challenges.

As an interim solution to improve traffic flow in the short term, TxDOT will install stop signs along Sherman Drive, transforming the intersection into a four-way stop. Engineering analysis has confirmed that this measure will help mitigate congestion during peak travel times while the long-term plans are finalized.

These collaborative efforts between the City of Aubrey and TxDOT underscore a shared vision of smart growth and community-focused solutions. The installation of the stop signs is expected to take place in the coming weeks, with continued updates on the progress of a long-term traffic signal project.

Financial Summary

None

Staff Recommended Action

Approve

Staff Recommended Motion

**CITY OF AUBREY, TEXAS
ORDINANCE NO. ____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, AMENDING CHAPTER 12, "TRAFFIC AND VEHICLES," ARTICLE 12.02, "TRAFFIC CONTROL DEVICES," SECTION 12.02.010, "STOP SIGNS" OF THE CODE OF ORDINANCES OF THE CITY OF AUBREY, TEXAS, IS HEREBY AMENDED TO ADD ADDITIONAL STOP INTERSECTIONS AND LOCATIONS OF STOP SIGNS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A CUMULATIVE REPEALER/SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED \$200.00; PROVIDING FOR CONDIFICATION INCORPORATION INTO THE CODE OF ORDINANCES; AND PROVIDING AN EFFECT DATE.

WHEREAS, the City of Aubrey is a home rule municipality located in Denton County, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, Texas Transportation Code Section 542.201 provides that a local authority may regulate traffic in a manner that does not conflict with Texas Transportation Code Chapter 542, Title 7, Subtitle C; and Texas Transportation Code 544.003 provides that a municipality may designate an intersection on a highway under its jurisdiction as a stop intersection and place a sign at one or more entrances to the intersection; and

WHEREAS, TxDot recently approved a four-way stop at the intersection of Main Street and Sherman Dive; and

WHEREAS, the Mayor and City Council have determined that the installation of additional stop signs restricting and regulating the direction and flow of traffic on the streets located within the City limits is in the best interest of the City of Aubrey to promote the health, safety, and welfare of the citizens of the City of Aubrey and the general public.

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

SECTION 1. Findings Incorporated. The findings set forth above are incorporated into the body of the Ordinance as if fully set forth herein.

SECTION 2. Amendments. That Chapter 12, "Traffic and Vehicles," Article 12.02, "Traffic Control Devices," Section 12.02.010, "Stop Signs," of the Code of Ordinances of the City of Aubrey, Texas, is hereby amended which shall be and read in its entirety as follows and all other sections not expressly amended hereby shall remain in full force and effect:

"Section 12.02.010 Stop signs.

Stop signs shall be erected at the following intersections and such intersections are hereby

designated as stop intersections. Every driver of a vehicle approaching a stop intersection shall stop before entering the crosswalk on the near side of the intersection or, in the event there is no crosswalk, shall stop at a clearly marked stop line, but, if none, then at the point nearest the intersection roadway where the driver has a view of the approaching traffic on the intersecting roadway before entering the intersection, except when directed to proceed by a police officer or traffic-control signal. Stop intersections and location of stop signs shall be as set forth in **EXHIBIT “A”**, “Stop Intersections,” is attached hereto and incorporated herein.”

SECTION 3. Cumulative Repealer/Savings. All provisions of any Ordinance in conflict with this Ordinance are hereby repealed, but such repeal shall not abate any pending prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining provisions shall remain in full force and effect.

SECTION 4. 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 the 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 5. Codification. The City Secretary is hereby directed to authenticate this Ordinance by seal and signature and to properly codify this Ordinance as required by Section 3.16 of the Aubrey Home Rule Charter.

SECTION 6. Effective Date. This Ordinance shall become effective immediately upon its passage and approval.

DULY PASSED AND APPROVED by the City Council of the City of Aubrey, Texas, on this the 26th day of September 2024.

APPROVED:

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

Exhibit “A” Stop Intersections

DIRECTION	CORNER	INTERSECTION OF	STREET NAME	AND	STREET NAME	FACING	DIRECTION	STREET NAME
NORTHEAST	CORNER	INTERSECTION OF	CONCHO STREET	AND	HIGHWAY 377	FACING	WESTBOUND	CONCHO STREET
SOUTHEAST	CORNER	INTERSECTION OF	PECOS STREET	AND	CONCHO STREET	FACING	NORTHBOUND	PECOS STREET
SOUTHWEST	CORNER	INTERSECTION OF	EASTLAND LANE	AND	CONCHO STREET	FACING	NORTHBOUND	EASTLAND LANE
NORTHEAST	CORNER	INTERSECTION OF	CONCHO STREET	AND	CROCKETT STREET	FACING	WESTBOUND	CONCHO STREET
SOUTHEAST	CORNER	INTERSECTION OF	CROCKETT STREET	AND	CONCHO STREET	FACING	NORTHBOUND	CROCKETT STREET
NORTHWEST	CORNER	INTERSECTION OF	CROCKETT STREET	AND	CONCHO STREET	FACING	SOUTHBOUND	CROCKETT STREET
SOUTHEAST	CORNER	INTERSECTION OF	MASON STREET	AND	CONCHO STREET	FACING	NORTHBOUND	MASON STREET
NORTHWEST	CORNER	INTERSECTION OF	RUNNELS LANE	AND	COLEMAN STREET	FACING	SOUTHBOUND	RUNNELS LANE
NORTHWEST	CORNER	INTERSECTION OF	MASON STREET	AND	COLEMAN STREET	FACING	SOUTHBOUND	MASON STREET
SOUTHEAST	CORNER	INTERSECTION OF	CROCKETT STREET	AND	REDFERN ROAD	FACING	NORTHBOUND	CROCKETT STREET
NORTHEAST	CORNER	INTERSECTION OF	PRESIDIO STREET	AND	CROCKETT STREET	FACING	WESTBOUND	PRESIDIO STREET
SOUTHEAST	CORNER	INTERSECTION OF	CRICKET STREET	AND	PRESIDIO STREET	FACING	NORTHBOUND	CRICKET STREET
NORTHWEST	CORNER	INTERSECTION OF	LLANO STREET	AND	PRESIDIO STREET	FACING	SOUTHBOUND	LLANO STREET
SOUTHEAST	CORNER	INTERSECTION OF	LLANO STREET	AND	REDFERN ROAD	FACING	NORTHBOUND	LLANO STREET
NORTHWEST	CORNER	INTERSECTION OF	KING STREET	AND	BLANCO STREET	FACING	SOUTHBOUND	KING STREET
SOUTHEAST	CORNER	INTERSECTION OF	KING STREET	AND	BLANCO STREET	FACING	NORTHBOUND	KING STREET
SOUTHWEST	CORNER	INTERSECTION OF	BLANCO STREET	AND	KING STREET	FACING	EASTBOUND	BLANCO STREET
NORTHEAST	CORNER	INTERSECTION OF	BLANCO STREET	AND	KING STREET	FACING	WESTBOUND	BLANCO STREET
NORTHWEST	CORNER	INTERSECTION OF	LINDA STREET	AND	WEST SHERMAN DRIVE	FACING	SOUTHBOUND	LINDA STREET
SOUTHWEST	CORNER	INTERSECTION OF	AMY JO CIRCLE	AND	LINDA STREET	FACING	EASTBOUND	AMY JO CIRCLE
SOUTHEAST	CORNER	INTERSECTION OF	LINDA STREET	AND	WEST SPRING STREET	FACING	NORTHBOUND	WEST SPRING STREET
NORTHWEST	CORNER	INTERSECTION OF	WEST SPRING STREET	AND	D'LYNNE STREET	FACING	WESTBOUND	WEST SPRING STREET
SOUTHWEST	CORNER	INTERSECTION OF	AMY JO CIRCLE	AND	D'LYNNE STREET	FACING	EASTBOUND	D'LYNNE STREET
SOUTHWEST	CORNER	INTERSECTION OF	AMY JO CIRCLE	AND	D'LYNNE STREET	FACING	SOUTHBOUND	D'LYNNE STREET
SOUTHWEST	CORNER	INTERSECTION OF	UNION STREET	AND	WEST SPRING STREET	FACING	SOUTHBOUND	UNION STREET
NORTHEAST	CORNER	INTERSECTION OF	WEST NORTH STREET	AND	UNION STREET	FACING	WESTBOUND	WEST NORTH STREET
SOUTHWEST	CORNER	INTERSECTION OF	DANE STREET	AND	UNION STREET	FACING	EASTBOUND	DANE STREET
WESTBOUND	CORNER	INTERSECTION OF	WEST BRUCE STREET	AND	UNION STREET	FACING	WESTBOUND	WEST BRUCE STREET
SOUTHEAST	CORNER	INTERSECTION OF	UNION STREET	AND	WEST BLACKJACK ROAD	FACING	NORTHBOUND	UNION STREET
SOUTHEAST	CORNER	INTERSECTION OF	HILL STREET	AND	WEST BLACKJACK ROAD	FACING	NORTHBOUND	HILL STREET
NORTHWEST	CORNER	INTERSECTION OF	HILL STREET	AND	WEST BLACKJACK ROAD	FACING	SOUTHBOUND	HILL STREET
SOUTHEAST	CORNER	INTERSECTION OF	HILL STREET	AND	WEST BRUCE STREET	FACING	NORTHBOUND	HILL STREET
SOUTHWEST	CORNER	INTERSECTION OF	WEST BRUCE STREET	AND	HILL STREET	FACING	EASTBOUND	WEST BRUCE STREET
NORTHEAST	CORNER	INTERSECTION OF	WEST BRUCE STREET	AND	HILL STREET	FACING	WESTBOUND	WEST BRUCE STREET
NORTHWEST	CORNER	INTERSECTION OF	HILL STREET	AND	WEST NORTH STREET	FACING	SOUTHBOUND	HILL STREET
SOUTHEAST	CORNER	INTERSECTION OF	HILL STREET	AND	WEST NORTH STREET	FACING	NORTHBOUND	HILL STREET
SOUTHWEST	CORNER	INTERSECTION OF	WEST NORTH STREET	AND	HILL STREET	FACING	EASTBOUND	WEST NORTH STREET
NORTHEAST	CORNER	INTERSECTION OF	WEST NORTH STREET	AND	HILL STREET	FACING	WESTBOUND	WEST NORTH STREET
NORTHWEST	CORNER	INTERSECTION OF	HILL STREET	AND	WEST SPRING STREET	FACING	SOUTHBOUND	HILL STREET
SOUTHEAST	CORNER	INTERSECTION OF	HILL STREET	AND	WEST SPRING STREET	FACING	NORTHBOUND	HILL STREET
SOUTHWEST	CORNER	INTERSECTION OF	WEST SPRING STREET	AND	HILL STREET	FACING	EASTBOUND	WEST SPRING STREET
NORTHEAST	CORNER	INTERSECTION OF	WEST SPRING STREET	AND	HILL STREET	FACING	WESTBOUND	WEST SPRING STREET
SOUTHWEST	CORNER	INTERSECTION OF	HILL STREET	AND	NORTH CHERRY STREET	FACING	EASTBOUND	HILL STREET
NORTHEAST	CORNER	INTERSECTION OF	JAMES STREET	AND	NORTH CHERRY STREET	FACING	WESTBOUND	JAMES STREET
NORTHWEST	CORNER	INTERSECTION OF	NORTH CHERRY STREET	AND	HILL STREET	FACING	SOUTHBOUND	NORTH CHERRY STREET
SOUTHEAST	CORNER	INTERSECTION OF	NORTH CHERRY STREET	AND	JAMES STREET	FACING	NORTHBOUND	NORTH CHERRY STREET
NORTHWEST	CORNER	INTERSECTION OF	NORTH CHERRY STREET	AND	WEST SHERMAN DRIVE	FACING	SOUTHBOUND	NORTH CHERRY STREET
SOUTHEAST	CORNER	INTERSECTION OF	NORTH CHERRY STREET	AND	SPRING STREET	FACING	NORTHBOUND	NORTH CHERRY STREET
NORTHWEST	CORNER	INTERSECTION OF	NORTH CHERRY STREET	AND	SPRING STREET	FACING	SOUTHBOUND	NORTH CHERRY STREET
NORTHEAST	CORNER	INTERSECTION OF	SPRING STREET	AND	NORTH CHERRY STREET	FACING	WESTBOUND	SPRING STREET
SOUTHWEST	CORNER	INTERSECTION OF	SPRING STREET	AND	NORTH CHERRY STREET	FACING	EASTBOUND	SPRING STREET
SOUTHEAST	CORNER	INTERSECTION OF	NORTH CHERRY STREET	AND	WEST NORTH STREET	FACING	NORTHBOUND	NORTH CHERRY STREET
NORTHWEST	CORNER	INTERSECTION OF	NORTH CHERRY STREET	AND	WEST NORTH STREET	FACING	SOUTHBOUND	NORTH CHERRY STREET
NORTHEAST	CORNER	INTERSECTION OF	WEST NORTH STREET	AND	NORTH CHERRY STREET	FACING	WESTBOUND	WEST NORTH STREET
SOUTHWEST	CORNER	INTERSECTION OF	WEST NORTH STREET	AND	NORTH CHERRY STREET	FACING	EASTBOUND	WEST NORTH STREET
SOUTHEAST	CORNER	INTERSECTION OF	NORTH CHERRY STREET	AND	WEST BRUCE STREET	FACING	NORTHBOUND	NORTH CHERRY STREET
NORTHWEST	CORNER	INTERSECTION OF	NORTH CHERRY STREET	AND	WEST BRUCE STREET	FACING	SOUTHBOUND	NORTH CHERRY STREET
NORTHEAST	CORNER	INTERSECTION OF	NORTH CHERRY STREET	AND	NORTH CHERRY STREET	FACING	WESTBOUND	WEST BRUCE STREET
SOUTHEAST	CORNER	INTERSECTION OF	WEST BRUCE STREET	AND	NORTH CHERRY STREET	FACING	EASTBOUND	WEST BRUCE STREET
SOUTHEAST	CORNER	INTERSECTION OF	NORTH CHERRY STREET	AND	WEST BLACKJACK ROAD	FACING	NORTHBOUND	NORTH CHERRY STREET
SOUTHWEST	CORNER	INTERSECTION OF	WEST BLACKJACK ROAD	AND	NORTH MAIN STREET	FACING	EASTBOUND	WEST BLACKJACK ROAD
NORTHEAST	CORNER	INTERSECTION OF	WEST BLACKJACK ROAD	AND	HARMON ROAD	FACING	WESTBOUND	WEST BLACKJACK ROAD
SOUTHEAST	CORNER	INTERSECTION OF	NORTH MAIN STREET	AND	WEST BLACKJACK ROAD	FACING	NORTHBOUND	NORTH MAIN STREET
SOUTHWEST	CORNER	INTERSECTION OF	BRUCE STREET	AND	NORTH MAIN STREET	FACING	EASTBOUND	BRUCE STREET
NORTHEAST	CORNER	INTERSECTION OF	EAST BRUCE STREET	AND	NORTH MAIN STREET	FACING	WESTBOUND	EAST BRUCE STREET
SOUTHWEST	CORNER	INTERSECTION OF	WEST NORTH STREET	AND	NORTH MAIN STREET	FACING	EASTBOUND	WEST NORTH STREET
NORTHEAST	CORNER	INTERSECTION OF	EAST NORTH STREET	AND	NORTH MAIN STREET	FACING	WESTBOUND	EAST NORTH STREET
SOUTHWEST	CORNER	INTERSECTION OF	WEST SPRING STREET	AND	NORTH MAIN STREET	FACING	EASTBOUND	WEST SPRING STREET
NORTHEAST	CORNER	INTERSECTION OF	EAST SPRING STREET	AND	NORTH MAIN STREET	FACING	WESTBOUND	EAST SPRING STREET
SOUTHWEST	CORNER	INTERSECTION OF	JAMES STREET	AND	NORTH MAIN STREET	FACING	EASTBOUND	JAMES STREET
NORTHWEST	CORNER	INTERSECTION OF	NORTH MAIN STREET	AND	NORTH SHERMAN DRIVE	FACING	NORTHBOUND	NORTH MAIN STREET
SOUTHEAST	CORNER	INTERSECTION OF	BROCKETT STREET	AND	WEST BLACKJACK ROAD	FACING	NORTHBOUND	BROCKETT STREET
NORTHEAST	CORNER	INTERSECTION OF	GLORY STREET	AND	BROCKETT STREET	FACING	WESTBOUND	BROCKETT STREET
SOUTHWEST	CORNER	INTERSECTION OF	EAST BRUCE STREET	AND	BROCKETT STREET	FACING	EASTBOUND	EAST BRUCE STREET
NORTHWEST	CORNER	INTERSECTION OF	BROCKETT STREET	AND	EAST NORTH STREET	FACING	SOUTHBOUND	BROCKETT STREET
SOUTHEAST	CORNER	INTERSECTION OF	BROCKETT STREET	AND	EAST NORTH STREET	FACING	NORTHBOUND	BROCKETT STREET
SOUTHWEST	CORNER	INTERSECTION OF	EAST NORTH STREET	AND	BROCKETT STREET	FACING	EASTBOUND	EAST NORTH STREET

NORTHEAST	CORNER	INTERSECTION OF	EAST NORTH STREET	AND	BROCKETT STREET	FACING	WESTBOUND	EAST NORTH STREET
SOUTHWEST	CORNER	INTERSECTION OF	EAST SPRING STREET	AND	BROCKETT STREET	FACING	EASTBOUND	EAST SPRING STREET
NORTHWEST	CORNER	INTERSECTION OF	BROCKETT STREET	AND	NORTH SHERMAN DRIVE	FACING	SOUTHBOUND	MIMOSA STREET
SOUTHWEST	CORNER	INTERSECTION OF	MIMOSA STREET	AND	NORTH SHERMAN DRIVE	FACING	EASTBOUND	MIMOSA STREET
SOUTHWEST	CORNER	INTERSECTION OF	EAST NORTH STREET	AND	NORTH SHERMAN DRIVE	FACING	EASTBOUND	EAST NORTH STREET
NORTHWEST	CORNER	INTERSECTION OF	LOIS STREET	AND	EAST NORTH STREET	FACING	SOUTHBOUND	LOIS STREET
SOUTHWEST	CORNER	INTERSECTION OF	GLORY STREET	AND	NORTH SHERMAN DRIVE	FACING	EASTBOUND	GLORY STREET
SOUTHWEST	CORNER	INTERSECTION OF	QUAIL RUN STREET	AND	NORTH SHERMAN DRIVE	FACING	EASTBOUND	QUAIL RUN STREET
SOUTHEAST	CORNER	INTERSECTION OF	QUAIL RUN STREET	AND	WEST BLACKJACK ROAD	FACING	NORTHBOUND	QUAIL RUN STREET
SOUTHWEST	CORNER	INTERSECTION OF	WEST BLACKJACK ROAD	AND	NORTH SHERMAN DRIVE	FACING	EASTBOUND	NORTH SHERMAN DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	NORTH SHERMAN DRIVE	AND	HIGHWAY 377	FACING	EASTBOUND	NORTH SHERMAN DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	BLACKJACK ROAD WEST	AND	HIGHWAY 377	FACING	EASTBOUND	BLACKJACK ROAD WEST
NORTHEAST	CORNER	INTERSECTION OF	BLACKJACK ROAD EAST	AND	HIGHWAY 377	FACING	WESTBOUND	BLACKJACK ROAD EAST
SOUTHWEST	CORNER	INTERSECTION OF	TISDELL STREET	AND	HIGHWAY 377	FACING	EASTBOUND	TISDELL STREET
NORTHEAST	CORNER	INTERSECTION OF	TISDELL STREET	AND	MAGNOLIA STREET	FACING	WESTBOUND	TISDELL STREET
SOUTHWEST	CORNER	INTERSECTION OF	DEMOYE STREET	AND	HIGHWAY 377	FACING	EASTBOUND	DEMOYE STREET
NORTHEAST	CORNER	INTERSECTION OF	DEMOYE STREET	AND	MAGNOLIA STREET	FACING	WESTBOUND	DEMOYE STREET
SOUTHWEST	CORNER	INTERSECTION OF	MEADOW LANE	AND	HIGHWAY 377	FACING	EASTBOUND	MEADOW LANE
SOUTHWEST	CORNER	INTERSECTION OF	COTTONWOOD STREET	AND	WILLOW LANE	FACING	EASTBOUND	COTTONWOOD STREET
SOUTHEAST	CORNER	INTERSECTION OF	WILLOW LANE	AND	MEADOW LANE	FACING	NORTHBOUND	WILLOW LANE
NORTHWEST	CORNER	INTERSECTION OF	MAGNOLIA STREET	AND	SPRINGHILL ROAD	FACING	SOUTHBOUND	MAGNOLIA STREET
SOUTHWEST	CORNER	INTERSECTION OF	EAST PECAN STREET	AND	MAGNOLIA STREET	FACING	EASTBOUND	EAST PECAN STREET
SOUTHWEST	CORNER	INTERSECTION OF	EAST PLUM STREET	AND	MAGNOLIA STREET	FACING	EASTBOUND	EAST PLUM STREET
SOUTHEAST	CORNER	INTERSECTION OF	MAGNOLIA STREET	AND	ELM STREET	FACING	NORTHBOUND	MAGNOLIA STREET
NORTHWEST	CORNER	INTERSECTION OF	MAGNOLIA STREET	AND	ELM STREET	FACING	SOUTHBOUND	MAGNOLIA STREET
SOUTHEAST	CORNER	INTERSECTION OF	CHESTNUT STREET	AND	SPRINGHILL ROAD	FACING	NORTHBOUND	CHESTNUT STREET
NORTHWEST	CORNER	INTERSECTION OF	CHESTNUT STREET	AND	SPRINGHILL ROAD	FACING	SOUTHBOUND	CHESTNUT STREET
SOUTHWEST	CORNER	INTERSECTION OF	CHESTNUT STREET	AND	HIGHWAY 377	FACING	EASTBOUND	CHESTNUT STREET
NORTHWEST	CORNER	INTERSECTION OF	MARY STREET	AND	ELM STREET	FACING	SOUTHBOUND	MARY STREET
SOUTHWEST	CORNER	INTERSECTION OF	MICHELLE STREET	AND	CHESTNUT STREET	FACING	EASTBOUND	MICHELLE STREET
NORTHWEST	CORNER	INTERSECTION OF	COUNTRYSIDE DRIVE	AND	MICHELLE STREET	FACING	SOUTHBOUND	COUNTRYSIDE DRIVE
NORTHEAST	CORNER	INTERSECTION OF	MICHELLE STREET	AND	COUNTRYSIDE DRIVE	FACING	WESTBOUND	MICHELLE STREET
SOUTHEAST	CORNER	INTERSECTION OF	ROCK HILL ROAD	AND	SOUTH MAIN STREET	FACING	NORTHBOUND	ROCK HILL ROAD
SOUTHEAST	CORNER	INTERSECTION OF	MAXWELL COURT	AND	ROCKHILL ROAD	FACING	NORTHBOUND	MAXWELL COURT
SOUTHEAST	CORNER	INTERSECTION OF	GLENNWOOD COURT	AND	ROCKHILL ROAD	FACING	NORTHBOUND	GLENNWOOD COURT
SOUTHEAST	CORNER	INTERSECTION OF	OAKWOOD COURT	AND	ROCKHILL ROAD	FACING	NORTHBOUND	OAKWOOD COURT
SOUTHWEST	CORNER	INTERSECTION OF	WEST PECAN STREET	AND	SOUTH MAIN STREET	FACING	EASTBOUND	WEST PECAN STREET
NORTHEAST	CORNER	INTERSECTION OF	WEST PECAN STREET	AND	MAPLE STREET	FACING	WESTBOUND	WEST PECAN STREET
SOUTHWEST	CORNER	INTERSECTION OF	WEST PECAN STREET	AND	MAPLE STREET	FACING	EASTBOUND	WEST PECAN STREET
NORTHWEST	CORNER	INTERSECTION OF	MAPLE STREET	AND	WEST PECAN STREET	FACING	SOUTHBOUND	MAPLE STREET
SOUTHEAST	CORNER	INTERSECTION OF	MAPLE STREET	AND	WEST PECAN STREET	FACING	NORTHBOUND	MAPLE STREET
SOUTHEAST	CORNER	INTERSECTION OF	CADDELL STREET	AND	WEST PECAN STREET	FACING	NORTHBOUND	CADDELL STREET
SOUTHWEST	CORNER	INTERSECTION OF	WEST PLUM STREET	AND	SOUTH MAIN STREET	FACING	EASTBOUND	WEST PLUM STREET
NORTHEAST	CORNER	INTERSECTION OF	WEST PLUM STREET	AND	SOUTH MAIN STREET	FACING	WESTBOUND	EAST PLUM STREET
SOUTHEAST	CORNER	INTERSECTION OF	SYCAMORE STREET	AND	ELM STREET	FACING	NORTHBOUND	SYCAMORE STREET
NORTHWEST	CORNER	INTERSECTION OF	SYCAMORE STREET	AND	ELM STREET	FACING	SOUTHBOUND	SYCAMORE STREET
SOUTHEAST	CORNER	INTERSECTION OF	SYCAMORE STREET	AND	NORTH SHERMAN DRIVE	FACING	NORTHBOUND	SYCAMORE STREET
NORTHEAST	CORNER	INTERSECTION OF	ELM STREET	AND	SOUTH MAIN STREET	FACING	WESTBOUND	ELM STREET
SOUTHWEST	CORNER	INTERSECTION OF	COMMERCE STREET	AND	SYCAMORE STREET	FACING	EASTBOUND	COMMERCE STREET
NORTHWEST	CORNER	INTERSECTION OF	EAST MULBERRY STREET	AND	SOUTH MAIN STREET	FACING	WESTBOUND	EAST MULBERRY STREET
SOUTHWEST	CORNER	INTERSECTION OF	WEST MULBERRY STREET	AND	SOUTH MAIN STREET	FACING	EASTBOUND	WEST MULBERRY STREET
NORTHWEST	CORNER	INTERSECTION OF	SOUTH CHERRY STREET	AND	MULBERRY STREET	FACING	SOUTHBOUND	SOUTH CHERRY STREET
SOUTHEAST	CORNER	INTERSECTION OF	SOUTH CHERRY STREET	AND	WEST SHERMAN DRIVE	FACING	NORTHBOUND	SOUTH CHERRY STREET
SOUTHEAST	CORNER	INTERSECTION OF	CEDAR STREET	AND	MULBERRY STREET	FACING	NORTHBOUND	CEDAR STREET
NORTHWEST	CORNER	INTERSECTION OF	CEDAR STREET	AND	WEST PLUM STREET	FACING	SOUTHBOUND	CEDAR STREET
SOUTHEAST	CORNER	INTERSECTION OF	MAPLE STREET	AND	WEST PLUM STREET	FACING	NORTHBOUND	MAPLE STREET
NORTHWEST	CORNER	INTERSECTION OF	MAPLE STREET	AND	ROCK HILL ROAD	FACING	SOUTHBOUND	MAPLE STREET
SOUTHEAST	CORNER	INTERSECTION OF	ROCK HILL ROAD	AND	MAPLE STREET	FACING	NORTHBOUND	ROCK HILL ROAD
NORTHEAST	CORNER	INTERSECTION OF	ROCK HILL ROAD	AND	MAPLE STREET	FACING	WESTBOUND	ROCK HILL ROAD
SOUTHWEST	CORNER	INTERSECTION OF	BLUEBONNET STREET	AND	ROCK HILL ROAD	FACING	EASTBOUND	BLUEBONNET STREET
NORTHEAST	CORNER	INTERSECTION OF	BLUEBONNET STREET	AND	CADDELL STREET	FACING	WESTBOUND	CADDELL STREET
SOUTHEAST	CORNER	INTERSECTION OF	LANTRIP LANE	AND	BLUEBONNET STREET	FACING	NORTHBOUND	LANTRIP LANE
NORTHWEST	CORNER	INTERSECTION OF	CADDELL STREET	AND	BLUEBONNET STREET	FACING	SOUTHBOUND	CADDELL STREET
SOUTHWEST	CORNER	INTERSECTION OF	NICK COURT	AND	COUNTRYSIDE DRIVE	FACING	EASTBOUND	NICK COURT
SOUTHWEST	CORNER	INTERSECTION OF	HOLLY COURT	AND	COUNTRYSIDE DRIVE	FACING	EASTBOUND	HOLLY COURT
NORTHWEST	CORNER	INTERSECTION OF	COUNTRYSIDE DRIVE	AND	HIGHMEADOW DRIVE	FACING	SOUTHBOUND	COUNTRYSIDE DRIVE
SOUTHEAST	CORNER	INTERSECTION OF	COUNTRYSIDE DRIVE	AND	HIGHMEADOW DRIVE	FACING	NORTHBOUND	COUNTRYSIDE DRIVE
NORTHEAST	CORNER	INTERSECTION OF	HIGHMEADOW DRIVE	AND	COUNTRYSIDE DRIVE	FACING	WESTBOUND	HIGHMEADOW DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	HIGHMEADOW DRIVE	AND	COUNTRYSIDE DRIVE	FACING	EASTBOUND	HIGHMEADOW DRIVE
NORTHWEST	CORNER	INTERSECTION OF	COUNTRYSIDE DRIVE	AND	STANLEY DRIVE	FACING	SOUTHBOUND	COUNTRYSIDE DRIVE
SOUTHEAST	CORNER	INTERSECTION OF	IRICK COURT	AND	HIGHMEADOW DRIVE	FACING	NORTHBOUND	IRICK COURT
SOUTHEAST	CORNER	INTERSECTION OF	GLENVIEW DRIVE	AND	HIGHMEADOW DRIVE	FACING	NORTHBOUND	GLENVIEW DRIVE
NORTHWEST	CORNER	INTERSECTION OF	MEADOWVIEW COURT	AND	HIGHMEADOW DRIVE	FACING	SOUTHBOUND	MEADOWVIEW COURT
NORTHWEST	CORNER	INTERSECTION OF	RIDGECREST COURT	AND	HIGHMEADOW DRIVE	FACING	SOUTHBOUND	RIDGECREST COURT
NORTHWEST	CORNER	INTERSECTION OF	GLENVIEW CIRCLE	AND	GLENVIEW DRIVE	FACING	SOUTHBOUND	GLENVIEW CIRCLE
NORTHWEST	CORNER	INTERSECTION OF	GREENVIEW COURT	AND	HIGHMEADOW DRIVE	FACING	SOUTHBOUND	GREENVIEW COURT
SOUTHEAST	CORNER	INTERSECTION OF	SQUIRES LANE	AND	HIGHMEADOW DRIVE	FACING	NORTHBOUND	SQUIRES LANE
SOUTHEAST	CORNER	INTERSECTION OF	VALLEY DRIVE	AND	HIGHMEADOW DRIVE	FACING	NORTHBOUND	VALLEY DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	VALLEY DRIVE	AND	COUNTRYSIDE DRIVE	FACING	EASTBOUND	VALLEY DRIVE

SOUTHWEST	CORNER	INTERSECTION OF	GLENVIEW DRIVE	AND	COUNTRYSIDE DRIVE	FACING	EASTBOUND	GLENVIEW DRIVE
NORTHEAST	CORNER	INTERSECTION OF	GLENVIEW DRIVE	AND	COUNTRYSIDE DRIVE	FACING	WESTBOUND	GLENVIEW DRIVE
NORTHWEST	CORNER	INTERSECTION OF	COUNTRYSIDE DRIVE	AND	STANLEY DRIVE	FACING	SOUTHBOUND	COUNTRYSIDE DRIVE
SOUTHEAST	CORNER	INTERSECTION OF	JERRY STREET	AND	STANLEY DRIVE	FACING	NORTHBOUND	JERRY STREET
SOUTHWEST	CORNER	INTERSECTION OF	DIANE STREET	AND	JERRY STREET	FACING	EASTBOUND	DIANE STREET
NORTHEAST	CORNER	INTERSECTION OF	DIANE STREET	AND	PAIGE STREET	FACING	WESTBOUND	DIANE STREET
SOUTHEAST	CORNER	INTERSECTION OF	PAIGE STREET	AND	STANLEY DRIVE	FACING	NORTHBOUND	PAIGE STREET
NORTHEAST	CORNER	INTERSECTION OF	KAREN STREET	AND	PAIGE STREET	FACING	WESTBOUND	KAREN STREET
SOUTHWEST	CORNER	INTERSECTION OF	KAREN STREET	AND	JERRY STREET	FACING	EASTBOUND	KAREN STREET
SOUTHEAST	CORNER	INTERSECTION OF	JANIS LANE	AND	STANLEY DRIVE	FACING	NORTHBOUND	JANIS LANE
NORTHEAST	CORNER	INTERSECTION OF	REDFERN ROAD	AND	HIGHWAY 377	FACING	EASTBOUND	REDFERN ROAD
NORTHEAST	CORNER	INTERSECTION OF	PINE RIDGE STREET	AND	HIGHWAY 377	FACING	EASTBOUND	PINE RIDGE STREET
NORTHWEST	CORNER	INTERSECTION OF	VICTORY COURT	AND	SPRINGHILL ROAD	FACING	SOUTHBOUND	VICTORY COURT
SOUTHEAST	CORNER	INTERSECTION OF	VICTORY COURT	AND	RUSHING COURT	FACING	NORTHBOUND	VICTORY COURT
NORTHWEST	CORNER	INTERSECTION OF	VICTORY COURT	AND	RUSHING COURT	FACING	NORTHBOUND	VICTORY COURT
NORTHEAST	CORNER	INTERSECTION OF	ELLE LANE	AND	SESARO DRIVE	FACING	WESTBOUND	ELLE LANE
SOUTHWEST	CORNER	INTERSECTION OF	ELLE LANE	AND	SESARO DRIVE	FACING	EASTBOUND	ELLE LANE
SOUTHWEST	CORNER	INTERSECTION OF	COVENTRY DRIVE	AND	SESARO DRIVE	FACING	EASTBOUND	COVENTRY DRIVE
NORTHEAST	CORNER	INTERSECTION OF	COVENTRY DRIVE	AND	HILLBROOK COURT	FACING	WESTBOUND	COVENTRY DRIVE
SOUTHEAST	CORNER	INTERSECTION OF	HICKORY DRIVE	AND	EDGEWAY DRIVE	FACING	NORTHBOUND	HICKORY DRIVE
NORTHEAST	CORNER	INTERSECTION OF	MEADOW CREST DRIVE	AND	HICKORY DRIVE	FACING	WESTBOUND	MEADOW CREST DRIVE
NORTHWEST	CORNER	INTERSECTION OF	HICKORY DRIVE	AND	ELLE LANE	FACING	SOUTHBOUND	HICKORY DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	ELLE LANE	AND	PECAN CREEK TRAIL	FACING	EASTBOUND	ELLE LANE
NORTHEAST	CORNER	INTERSECTION OF	ELLE LANE	AND	PECAN CREEK TRAIL	FACING	WESTBOUND	ELLE LANE
SOUTHWEST	CORNER	INTERSECTION OF	MEADOW CREST DRIVE	AND	PECAN CREEK TRAIL	FACING	EASTBOUND	MEADOW CREST DRIVE
NORTHEAST	CORNER	INTERSECTION OF	MEADOW CREST DRIVE	AND	PECAN CREEK TRAIL	FACING	WESTBOUND	MEADOW CREST DRIVE
SOUTHEAST	CORNER	INTERSECTION OF	PECAN CREEK TRAIL	AND	EDGEWAY DRIVE	FACING	NORTHBOUND	PECAN CREEK TRAIL
NORTHWEST	CORNER	INTERSECTION OF	PECAN CREEK TRAIL	AND	EDGEWAY DRIVE	FACING	SOUTHBOUND	PECAN CREEK TRAIL
SOUTHWEST	CORNER	INTERSECTION OF	MACADAMIA COURT	AND	PECAN CREEK TRAIL	FACING	EASTBOUND	MACADAMIA COURT
NORTHWEST	CORNER	INTERSECTION OF	PECAN CREEK TRAIL	AND	SPRINGHILL DRIVE	FACING	SOUTHBOUND	PECAN CREEK TRAIL
SOUTHEAST	CORNER	INTERSECTION OF	ASLYNN CIRCLE	AND	WINN RIDGE BOULEVARD	FACING	NORTHBOUND	ASLYNN CIRCLE
NORTHWEST	CORNER	INTERSECTION OF	WAGGONER DRIVE	AND	WINN RIDGE BOULEVARD	FACING	SOUTHBOUND	WAGGONER DRIVE
SOUTHEAST	CORNER	INTERSECTION OF	ASLYNN CIRCLE	AND	WINN RIDGE BOULEVARD	FACING	NORTHBOUND	ASLYNN CIRCLE
SOUTHWEST	CORNER	INTERSECTION OF	ARLO WAY	AND	WINN RIDGE BOULEVARD	FACING	NORTHBOUND	ARLO WAY
NORTHWEST	CORNER	INTERSECTION OF	ARLO WAY	AND	WINN RIDGE BOULEVARD	FACING	SOUTHBOUND	ARLO WAY
NORTHWEST	CORNER	INTERSECTION OF	BIGGS AVENUE	AND	WINN RIDGE BOULEVARD	FACING	SOUTHBOUND	BIGGS AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	BRISCO WAY	AND	WINN RIDGE BOULEVARD	FACING	NORTHBOUND	BRISCO WAY
NORTHWEST	CORNER	INTERSECTION OF	BRISCO WAY	AND	WINN RIDGE BOULEVARD	FACING	SOUTHBOUND	BRISCO WAY
SOUTHEAST	CORNER	INTERSECTION OF	GIDEON WAY	AND	WINN RIDGE BOULEVARD	FACING	NORTHBOUND	GIDEON WAY
NORTHWEST	CORNER	INTERSECTION OF	GIDEON WAY	AND	WINN RIDGE BOULEVARD	FACING	SOUTHBOUND	GIDEON WAY
NORTHWEST	CORNER	INTERSECTION OF	WEST DRIVE	AND	WINN RIDGE BOULEVARD	FACING	SOUTHBOUND	WEST DRIVE
NORTHEAST	CORNER	INTERSECTION OF	MILLCAN LANE	AND	WINN RIDGE BOULEVARD	FACING	WESTBOUND	MILLCAN LANE
NORTHWEST	CORNER	INTERSECTION OF	WINN RIDGE BOULEVARD	AND	FRONTIER PARKWAY	FACING	SOUTHBOUND	WINN RIDGE BOULEVARD
SOUTHEAST	CORNER	INTERSECTION OF	WINN RIDGE BOULEVARD	AND	FRONTIER PARKWAY	FACING	NORTHBOUND	WINN RIDGE BOULEVARD
NORTHEAST	CORNER	INTERSECTION OF	FRONTIER PARKWAY	AND	WINN RIDGE BOULEVARD	FACING	WESTBOUND	FRONTIER PARKWAY
SOUTHEAST	CORNER	INTERSECTION OF	FRONTIER PARKWAY	AND	WINN RIDGE BOULEVARD	FACING	EASTBOUND	FRONTIER PARKWAY
SOUTHWEST	CORNER	INTERSECTION OF	BROCK DRIVE	AND	WINN RIDGE BOULEVARD	FACING	EASTBOUND	BROCK DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	ALTON DRIVE	AND	WINN RIDGE BOULEVARD	FACING	EASTBOUND	ALTON DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	GLOVER DRIVE	AND	WINN RIDGE BOULEVARD	FACING	EASTBOUND	GLOVER DRIVE
NORTHWEST	CORNER	INTERSECTION OF	GALLUP AVENUE	AND	GLOVER DRIVE	FACING	SOUTHBOUND	GLOVER DRIVE
NORTHEAST	CORNER	INTERSECTION OF	GLOVER DRIVE	AND	WALKER AVENUE	FACING	WESTBOUND	GLOVER DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	GLOVER DRIVE	AND	WALKER AVENUE	FACING	EASTBOUND	GLOVER DRIVE
NORTHWEST	CORNER	INTERSECTION OF	WALKER AVENUE	AND	GLOVER DRIVE	FACING	SOUTHBOUND	WALKER AVENUE
NORTHWEST	CORNER	INTERSECTION OF	UNGER AVENUE	AND	GLOVER DRIVE	FACING	SOUTHBOUND	UNGER AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	UNGER AVENUE	AND	FUELLER DRIVE	FACING	NORTHBOUND	UNGER AVENUE
SOUTHWEST	CORNER	INTERSECTION OF	FUELLER DRIVE	AND	WALKER AVENUE	FACING	EASTBOUND	FUELLER DRIVE
NORTHEAST	CORNER	INTERSECTION OF	FUELLER DRIVE	AND	WALKER AVENUE	FACING	WESTBOUND	FUELLER DRIVE
SOUTHEAST	CORNER	INTERSECTION OF	WALKER AVENUE	AND	FUELLER DRIVE	FACING	NORTHBOUND	WALKER AVENUE
NORTHWEST	CORNER	INTERSECTION OF	WALKER AVENUE	AND	FUELLER DRIVE	FACING	SOUTHBOUND	WALKER AVENUE
SOUTHWEST	CORNER	INTERSECTION OF	FUELLER DRIVE	AND	GALLUP DRIVE	FACING	EASTBOUND	FUELLER DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	ENGLISH DRIVE	AND	GALLUP DRIVE	FACING	EASTBOUND	ENGLISH DRIVE
SOUTHEAST	CORNER	INTERSECTION OF	WALKER AVENUE	AND	ENGLISH DRIVE	FACING	NORTHBOUND	WALKER AVENUE
NORTHWEST	CORNER	INTERSECTION OF	WALKER AVENUE	AND	ENGLISH DRIVE	FACING	SOUTHBOUND	WALKER AVENUE
NORTHWEST	CORNER	INTERSECTION OF	KILGORE AVENUE	AND	ENGLISH DRIVE	FACING	SOUTHBOUND	KILGORE AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	KILGORE AVENUE	AND	ALTON DRIVE	FACING	NORTHBOUND	KILGORE AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	WALKER AVENUE	AND	ALTON DRIVE	FACING	NORTHBOUND	WALKER AVENUE
NORTHWEST	CORNER	INTERSECTION OF	WALKER AVENUE	AND	ALTON DRIVE	FACING	NORTHBOUND	WALKER AVENUE
SOUTHWEST	CORNER	INTERSECTION OF	ADAIR DRIVE	AND	WALKER AVENUE	FACING	EASTBOUND	ADAIR DRIVE
NORTHEAST	CORNER	INTERSECTION OF	ADAIR DRIVE	AND	WALKER AVENUE	FACING	WESTBOUND	ADAIR DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	BROCK DRIVE	AND	WALKER AVENUE	FACING	EASTBOUND	BROCK DRIVE
NORTHEAST	CORNER	INTERSECTION OF	BROCK DRIVE	AND	WALKER AVENUE	FACING	WESTBOUND	BROCK DRIVE
NORTHWEST	CORNER	INTERSECTION OF	WALKER AVENUE	AND	BROCK DRIVE	FACING	SOUTHBOUND	WALKER AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	WALKER AVENUE	AND	BROCK DRIVE	FACING	NORTHBOUND	WALKER AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	BROCK DRIVE	AND	WHEELER AVENUE	FACING	EASTBOUND	BROCK DRIVE
NORTHWEST	CORNER	INTERSECTION OF	WHEELER AVENUE	AND	BROCK DRIVE	FACING	SOUTHBOUND	WHEELER AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	WHEELER AVENUE	AND	BROCK DRIVE	FACING	NORTHBOUND	WHEELER AVENUE
NORTHEAST	CORNER	INTERSECTION OF	BURNETT DRIVE	AND	WALKER AVENUE	FACING	WESTBOUND	BURNETT DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	BURNETT DRIVE	AND	WALKER AVENUE	FACING	EASTBOUND	BURNETT DRIVE
NORTHWEST	CORNER	INTERSECTION OF	WARREN LANE	AND	BURNETT DRIVE	FACING	SOUTHBOUND	WARREN LANE

NORTHWEST	CORNER	INTERSECTION OF	WAYNE AVENUE	AND	BURNETT DRIVE	FACING	SOUTHBOUND	WAYNE AVENUE
NORTHWEST	CORNER	INTERSECTION OF	WESLEY AVENUE	AND	BURNETT DRIVE	FACING	SOUTHBOUND	WESLEY AVENUE
SOUTHWEST	CORNER	INTERSECTION OF	BURNETT DRIVE	AND	WHEELER AVENUE	FACING	EASTBOUND	BURNETT DRIVE
SOUTHEAST	CORNER	INTERSECTION OF	WESLEY AVENUE	AND	FRONTIER PARKWAY	FACING	NORTHBOUND	WESLEY AVENUE
NORTHWEST	CORNER	INTERSECTION OF	WESLEY AVENUE	AND	FRONTIER PARKWAY	FACING	SOUTHBOUND	WESLEY AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	WHEELER AVENUE	AND	FRONTIER PARKWAY	FACING	NORTHBOUND	WHEELER AVENUE
NORTHWEST	CORNER	INTERSECTION OF	WHEELER AVENUE	AND	FRONTIER PARKWAY	FACING	SOUTHBOUND	WHEELER AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	WAYNE AVENUE	AND	FRONTIER PARKWAY	FACING	NORTHBOUND	WAYNE AVENUE
NORTHWEST	CORNER	INTERSECTION OF	WAYNE AVENUE	AND	FRONTIER PARKWAY	FACING	SOUTHBOUND	WAYNE AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	WARREN LANE	AND	FRONTIER PARKWAY	FACING	NORTHBOUND	WARREN LANE
NORTHWEST	CORNER	INTERSECTION OF	WARREN LANE	AND	FRONTIER PARKWAY	FACING	SOUTHBOUND	WARREN LANE
SOUTHEAST	CORNER	INTERSECTION OF	WESLEY AVENUE	AND	FRONTIER PARKWAY	FACING	NORTHBOUND	WESLEY AVENUE
NORTHWEST	CORNER	INTERSECTION OF	WALKER AVENUE	AND	FRONTIER PARKWAY	FACING	SOUTHBOUND	WALKER AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	WARREN LANE	AND	TULE ROAD	FACING	NORTHBOUND	WARREN LANE
SOUTHEAST	CORNER	INTERSECTION OF	WAYNE AVENUE	AND	TULE ROAD	FACING	NORTHBOUND	WAYNE AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	WESLEY AVENUE	AND	TULE ROAD	FACING	NORTHBOUND	WESLEY AVENUE
NORTHWEST	CORNER	INTERSECTION OF	TOBIAS LANE	AND	MILLICAN LANE	FACING	SOUTHBOUND	TOBIAS LANE
NORTHWEST	CORNER	INTERSECTION OF	RYDER LANE	AND	MILLICAN LANE	FACING	SOUTHBOUND	RYDER LANE
NORTHWEST	CORNER	INTERSECTION OF	RANGER LANE	AND	MILLICAN LANE	FACING	SOUTHBOUND	RANGER LANE
SOUTHEAST	CORNER	INTERSECTION OF	COLT AVENUE	AND	MILLICAN LANE	FACING	NORTHBOUND	COLT AVENUE
NORTHWEST	CORNER	INTERSECTION OF	COLT AVENUE	AND	FRONTIER PARKWAY	FACING	NORTHBOUND	COLT AVENUE
NORTHWEST	CORNER	INTERSECTION OF	BRISCO WAY	AND	MILLICAN LANE	FACING	SOUTHBOUND	BRISCO WAY
NORTHWEST	CORNER	INTERSECTION OF	BOONE AVENUE	AND	MILLICAN LANE	FACING	SOUTHBOUND	BOONE AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	BUTCH AVENUE	AND	MILLICAN LANE	FACING	NORTHBOUND	BUTCH AVENUE
NORTHWEST	CORNER	INTERSECTION OF	BUTCH AVENUE	AND	FRONTIER PARKWAY	FACING	NORTHBOUND	BUTCH AVENUE
SOUTHWEST	CORNER	INTERSECTION OF	QUENTIN DRIVE	AND	ARLO WAY	FACING	EASTBOUND	QUENTIN DRIVE
NORTHEAST	CORNER	INTERSECTION OF	QUENTIN DRIVE	AND	BOONE AVENUE	FACING	WESTBOUND	QUENTIN DRIVE
NORTHWEST	CORNER	INTERSECTION OF	BART PLACE	AND	SAWYER DRIVE	FACING	SOUTHBOUND	BART PLACE
SOUTHWEST	CORNER	INTERSECTION OF	RYDER LANE	AND	BRISCO WAY	FACING	EASTBOUND	RYDER LANE
SOUTHWEST	CORNER	INTERSECTION OF	RANGER LANE	AND	BRISCO WAY	FACING	EASTBOUND	RANGER LANE
NORTHWEST	CORNER	INTERSECTION OF	CASH PLACE	AND	RYDER LANE	FACING	SOUTHBOUND	CASH PLACE
NORTHWEST	CORNER	INTERSECTION OF	ELI ROAD	AND	RYDER ROAD	FACING	SOUTHBOUND	ELI ROAD
NORTHEAST	CORNER	INTERSECTION OF	TOBIAS LANE	AND	GIDEON WAY	FACING	WESTBOUND	TOBIAS LANE
SOUTHWEST	CORNER	INTERSECTION OF	TOBIAS LANE	AND	GIDEON WAY	FACING	EASTBOUND	TOBIAS LANE
NORTHEAST	CORNER	INTERSECTION OF	RYDER LANE	AND	GIDEON WAY	FACING	WESTBOUND	RYDER LANE
SOUTHWEST	CORNER	INTERSECTION OF	RYDER LANE	AND	GIDEON WAY	FACING	EASTBOUND	RYDER LANE
NORTHWEST	CORNER	INTERSECTION OF	GIDEON WAY	AND	RANGER LANE	FACING	SOUTHBOUND	GIDEON WAY
NORTHWEST	CORNER	INTERSECTION OF	WESTON DRIVE	AND	WEST DRIVE	FACING	SOUTHBOUND	WESTON DRIVE
SOUTHEAST	CORNER	INTERSECTION OF	WESTON DRIVE	AND	WEST DRIVE	FACING	NORTHBOUND	WESTON DRIVE
SOUTHEAST	CORNER	INTERSECTION OF	WEBB AVENUE	AND	WEST DRIVE	FACING	NORTHBOUND	WEBB AVENUE
NORTHWEST	CORNER	INTERSECTION OF	WEBB AVENUE	AND	WEST DRIVE	FACING	SOUTHBOUND	WEBB AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	WEBB AVENUE	AND	WAGGONER DRIVE	FACING	NORTHBOUND	WEBB AVENUE
NORTHWEST	CORNER	INTERSECTION OF	WEBB AVENUE	AND	WAGGONER DRIVE	FACING	SOUTHBOUND	WEBB AVENUE
SOUTHWEST	CORNER	INTERSECTION OF	WAGGONER DRIVE	AND	WEBB AVENUE	FACING	EASTBOUND	WAGGONER DRIVE
NORTHWEST	CORNER	INTERSECTION OF	JASPER ROAD	AND	WAGGONER DRIVE	FACING	SOUTHBOUND	JASPER ROAD
SOUTHEAST	CORNER	INTERSECTION OF	WESTON ROAD	AND	WAGGONER DRIVE	FACING	NORTHBOUND	WESTON ROAD
SOUTHWEST	CORNER	INTERSECTION OF	WAGGONER DRIVE	AND	GIDEON WAY	FACING	EASTBOUND	WAGGONER DRIVE
NORTHEAST	CORNER	INTERSECTION OF	WAGGONER DRIVE	AND	GIDEON WAY	FACING	WESTBOUND	WAGGONER DRIVE
NORTHWEST	CORNER	INTERSECTION OF	FILLMORE AVENUE	AND	GIDEON WAY	FACING	WESTBOUND	WAGGONER DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	WAGGONER DRIVE	AND	BRISCO WAY	FACING	EASTBOUND	WAGGONER DRIVE
NORTHEAST	CORNER	INTERSECTION OF	WAGGONER DRIVE	AND	BRISCO WAY	FACING	WESTBOUND	WAGGONER DRIVE
SOUTHEAST	CORNER	INTERSECTION OF	BIGGS AVENUE	AND	WAGGONER DRIVE	FACING	NORTHBOUND	BIGGS AVENUE
NORTHWEST	CORNER	INTERSECTION OF	BIGGS AVENUE	AND	WAGGONER DRIVE	FACING	SOUTHBOUND	BIGGS AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	ARLO WAY	AND	WAGGONER DRIVE	FACING	NORTHBOUND	ARLO WAY
NORTHWEST	CORNER	INTERSECTION OF	ARLO WAY	AND	WAGGONER DRIVE	FACING	SOUTHBOUND	ARLO WAY
NORTHWEST	CORNER	INTERSECTION OF	ARTHUR AVENUE	AND	WAGGONER DRIVE	FACING	SOUTHBOUND	ARLO WAY
SOUTHWEST	CORNER	INTERSECTION OF	VERNON DRIVE	AND	ARTHUR AVENUE	FACING	EASTBOUND	ARTHUR AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	ARLO WAY	AND	VERNON DRIVE	FACING	NORTHBOUND	ARLO WAY
NORTHWEST	CORNER	INTERSECTION OF	ARLO WAY	AND	VERNON DRIVE	FACING	SOUTHBOUND	ARLO WAY
SOUTHEAST	CORNER	INTERSECTION OF	BIGGS AVENUE	AND	VERNON DRIVE	FACING	NORTHBOUND	BIGGS AVENUE
NORTHWEST	CORNER	INTERSECTION OF	BIGGS AVENUE	AND	VERNON DRIVE	FACING	SOUTHBOUND	BIGGS AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	BRISCO WAY	AND	VERNON DRIVE	FACING	NORTHBOUND	BRISCO WAY
SOUTHEAST	CORNER	INTERSECTION OF	FILLMORE AVENUE	AND	VERNON DRIVE	FACING	NORTHBOUND	FILLMORE AVENUE
NORTHWEST	CORNER	INTERSECTION OF	FILLMORE AVENUE	AND	VERNON DRIVE	FACING	SOUTHBOUND	FILLMORE AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	GIDEON WAY	AND	VERNON DRIVE	FACING	NORTHBOUND	GIDEON WAY
NORTHWEST	CORNER	INTERSECTION OF	GIDEON WAY	AND	VERNON DRIVE	FACING	SOUTHBOUND	GIDEON WAY
SOUTHEAST	CORNER	INTERSECTION OF	JASPER ROAD	AND	VERNON DRIVE	FACING	NORTHBOUND	JASPER ROAD
NORTHWEST	CORNER	INTERSECTION OF	JASPER ROAD	AND	VERNON DRIVE	FACING	SOUTHBOUND	JASPER ROAD
SOUTHEAST	CORNER	INTERSECTION OF	WEBB AVENUE	AND	VERNON DRIVE	FACING	NORTHBOUND	WEBB AVENUE
NORTHWEST	CORNER	INTERSECTION OF	WEBB AVENUE	AND	VERNON DRIVE	FACING	SOUTHBOUND	WEBB AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	JASPER ROAD	AND	TRACE DRIVE	FACING	NORTHBOUND	JASPER ROAD
SOUTHEAST	CORNER	INTERSECTION OF	GIDEON WAY	AND	TRACE DRIVE	FACING	NORTHBOUND	GIDEON WAY
SOUTHEAST	CORNER	INTERSECTION OF	FILLMORE AVENUE	AND	TRACE DRIVE	FACING	NORTHBOUND	FILLMORE AVENUE
NORTHWEST	CORNER	INTERSECTION OF	BUCK AVENUE	AND	TRACE DRIVE	FACING	SOUTHBOUND	BUCK AVENUE
NORTHWEST	CORNER	INTERSECTION OF	CORD PLACE	AND	TRACE DRIVE	FACING	SOUTHBOUND	CORD PLACE
SOUTHWEST	CORNER	INTERSECTION OF	TRACE DRIVE	AND	BIGGS AVENUE	FACING	EASTBOUND	TRACE DRIVE
NORTHEAST	CORNER	INTERSECTION OF	TRACE DRIVE	AND	BIGGS AVENUE	FACING	WESTBOUND	TRACE DRIVE
NORTHWEST	CORNER	INTERSECTION OF	BIGGS AVENUE	AND	TRACE DRIVE	FACING	SOUTHBOUND	BIGGS AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	BIGGS AVENUE	AND	TRACE DRIVE	FACING	NORTHBOUND	BIGGS AVENUE

NORTHWEST	CORNER	INTERSECTION OF	BEAU PLACE	AND	TRACE DRIVE	FACING	SOUTHBOUND	BEAU PLACE
SOUTHEAST	CORNER	INTERSECTION OF	ARLO WAY	AND	TRACE DRIVE	FACING	NORTHBOUND	ARLO WAY
SOUTHEAST	CORNER	INTERSECTION OF	ARTHUR AVENUE	AND	TRACE DRIVE	FACING	NORTHBOUND	ARTHUR AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	SOUTH MAIN STREET	AND	NORTH SHERMAN DRIVE	FACING	NORTHBOUND	SOUTH MAIN STREET
NORTHEAST	CORNER	INTERSECTION OF	NORTH SHERMAN DRIVE	AND	NORTH MAIN STREET	FACING	WESTBOUND	NORTH SHERMAN DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	NORTH SHERMAN DRIVE	AND	SOUTH MAIN STREET	FACING	EASTBOUND	NORTH SHERMAN DRIVE

<u>DIRECTION</u>	<u>CORNER</u>	<u>INTERSECTION OF</u>	<u>STREET NAME</u>	<u>AND</u>	<u>STREET NAME</u>	<u>FACING</u>	<u>DIRECTION</u>	<u>STREET NAME</u>
NORTHEAST	CORNER	INTERSECTION OF	CONCHO STREET	AND	HIGHWAY 377	FACING	WESTBOUND	CONCHO STREET
SOUTHEAST	CORNER	INTERSECTION OF	PECOS STREET	AND	CONCHO STREET	FACING	NORTHBOUND	PECOS STREET
SOUTHEAST	CORNER	INTERSECTION OF	EASTLAND LANE	AND	CONCHO STREET	FACING	NORTHBOUND	EASTLAND LANE
SOUTHWEST	CORNER	INTERSECTION OF	CONCHO STREET	AND	CROCKETT STREET	FACING	WESTBOUND	CONCHO STREET
NORTHEAST	CORNER	INTERSECTION OF	CONCHO STREET	AND	CROCKETT STREET	FACING	WESTBOUND	CONCHO STREET
SOUTHEAST	CORNER	INTERSECTION OF	CROCKETT STREET	AND	CONCHO STREET	FACING	NORTHBOUND	CROCKETT STREET
NORTHWEST	CORNER	INTERSECTION OF	CROCKETT STREET	AND	CONCHO STREET	FACING	SOUTHBOUND	CROCKETT STREET
SOUTHEAST	CORNER	INTERSECTION OF	MASON STREET	AND	CONCHO STREET	FACING	NORTHBOUND	MASON STREET
NORTHWEST	CORNER	INTERSECTION OF	RUNNELS LANE	AND	COLEMAN STREET	FACING	SOUTHBOUND	RUNNELS LANE
NORTHWEST	CORNER	INTERSECTION OF	MASON STREET	AND	COLEMAN STREET	FACING	SOUTHBOUND	MASON STREET
SOUTHEAST	CORNER	INTERSECTION OF	CROCKETT STREET	AND	REDFERN ROAD	FACING	NORTHBOUND	CROCKETT STREET
NORTHEAST	CORNER	INTERSECTION OF	PRESIDIO STREET	AND	CROCKETT STREET	FACING	WESTBOUND	PRESIDIO STREET
SOUTHEAST	CORNER	INTERSECTION OF	CRICKET STREET	AND	PRESIDIO STREET	FACING	NORTHBOUND	CRICKET STREET
NORTHWEST	CORNER	INTERSECTION OF	LLANO STREET	AND	PRESIDIO STREET	FACING	SOUTHBOUND	LLANO STREET
SOUTHEAST	CORNER	INTERSECTION OF	LLANO STREET	AND	REDFERN ROAD	FACING	NORTHBOUND	LLANO STREET
NORTHWEST	CORNER	INTERSECTION OF	KING STREET	AND	BLANCO STREET	FACING	SOUTHBOUND	KING STREET
SOUTHEAST	CORNER	INTERSECTION OF	KING STREET	AND	BLANCO STREET	FACING	NORTHBOUND	KING STREET
SOUTHWEST	CORNER	INTERSECTION OF	BLANCO STREET	AND	KING STREET	FACING	EASTBOUND	BLANCO STREET
NORTHEAST	CORNER	INTERSECTION OF	BLANCO STREET	AND	KING STREET	FACING	WESTBOUND	BLANCO STREET
NORTHWEST	CORNER	INTERSECTION OF	LINDA STREET	AND	WEST SHERMAN DRIVE	FACING	SOUTHBOUND	LINDA STREET
SOUTHWEST	CORNER	INTERSECTION OF	AMY JO CIRCLE	AND	LINDA STREET	FACING	EASTBOUND	AMY JO CIRCLE
SOUTHEAST	CORNER	INTERSECTION OF	LINDA STREET	AND	WEST SPRING STREET	FACING	NORTHBOUND	WEST SPRING STREET
NORTHWEST	CORNER	INTERSECTION OF	WEST SPRING STREET	AND	D'LYNNE STREET	FACING	WESTBOUND	WEST SPRING STREET
SOUTHWEST	CORNER	INTERSECTION OF	AMY JO CIRCLE	AND	D'LYNNE STREET	FACING	EASTBOUND	D'LYNNE STREET
SOUTHWEST	CORNER	INTERSECTION OF	AMY JO CIRCLE	AND	D'LYNNE STREET	FACING	SOUTHBOUND	D'LYNNE STREET
SOUTHWEST	CORNER	INTERSECTION OF	UNION STREET	AND	WEST SPRING STREET	FACING	SOUTHBOUND	UNION STREET
NORTHEAST	CORNER	INTERSECTION OF	WEST NORTH STREET	AND	UNION STREET	FACING	WESTBOUND	WEST NORTH STREET
SOUTHWEST	CORNER	INTERSECTION OF	DANE STREET	AND	UNION STREET	FACING	EASTBOUND	DANE STREET
WESTBOUND	CORNER	INTERSECTION OF	WEST BRUCE STREET	AND	UNION STREET	FACING	WESTBOUND	WEST BRUCE STREET
SOUTHEAST	CORNER	INTERSECTION OF	UNION STREET	AND	WEST BLACKJACK ROAD	FACING	NORTHBOUND	UNION STREET
SOUTHEAST	CORNER	INTERSECTION OF	HILL STREET	AND	WEST BLACKJACK ROAD	FACING	NORTHBOUND	HILL STREET
NORTHWEST	CORNER	INTERSECTION OF	HILL STREET	AND	WEST BLACKJACK ROAD	FACING	SOUTHBOUND	HILL STREET
SOUTHEAST	CORNER	INTERSECTION OF	HILL STREET	AND	WEST BRUCE STREET	FACING	NORTHBOUND	HILL STREET
SOUTHWEST	CORNER	INTERSECTION OF	WEST BRUCE STREET	AND	HILL STREET	FACING	EASTBOUND	WEST BRUCE STREET
NORTHEAST	CORNER	INTERSECTION OF	WEST BRUCE STREET	AND	HILL STREET	FACING	WESTBOUND	WEST BRUCE STREET
NORTHWEST	CORNER	INTERSECTION OF	HILL STREET	AND	WEST NORTH STREET	FACING	SOUTHBOUND	HILL STREET
SOUTHEAST	CORNER	INTERSECTION OF	HILL STREET	AND	WEST NORTH STREET	FACING	NORTHBOUND	HILL STREET
SOUTHWEST	CORNER	INTERSECTION OF	WEST NORTH STREET	AND	HILL STREET	FACING	EASTBOUND	WEST NORTH STREET
NORTHEAST	CORNER	INTERSECTION OF	WEST NORTH STREET	AND	HILL STREET	FACING	WESTBOUND	WEST NORTH STREET
NORTHWEST	CORNER	INTERSECTION OF	HILL STREET	AND	WEST SPRING STREET	FACING	SOUTHBOUND	HILL STREET
SOUTHEAST	CORNER	INTERSECTION OF	HILL STREET	AND	WEST SPRING STREET	FACING	NORTHBOUND	HILL STREET
SOUTHWEST	CORNER	INTERSECTION OF	WEST SPRING STREET	AND	HILL STREET	FACING	EASTBOUND	WEST SPRING STREET
NORTHEAST	CORNER	INTERSECTION OF	WEST SPRING STREET	AND	HILL STREET	FACING	WESTBOUND	WEST SPRING STREET
SOUTHWEST	CORNER	INTERSECTION OF	HILL STREET	AND	NORTH CHERRY STREET	FACING	EASTBOUND	HILL STREET
NORTHEAST	CORNER	INTERSECTION OF	JAMES STREET	AND	NORTH CHERRY STREET	FACING	WESTBOUND	JAMES STREET
NORTHWEST	CORNER	INTERSECTION OF	NORTH CHERRY STREET	AND	HILL STREET	FACING	SOUTHBOUND	NORTH CHERRY STREET
SOUTHEAST	CORNER	INTERSECTION OF	NORTH CHERRY STREET	AND	JAMES STREET	FACING	NORTHBOUND	NORTH CHERRY STREET
NORTHWEST	CORNER	INTERSECTION OF	NORTH CHERRY STREET	AND	WEST SHERMAN DRIVE	FACING	SOUTHBOUND	NORTH CHERRY STREET
SOUTHEAST	CORNER	INTERSECTION OF	NORTH CHERRY STREET	AND	SPRING STREET	FACING	NORTHBOUND	NORTH CHERRY STREET
NORTHWEST	CORNER	INTERSECTION OF	NORTH CHERRY STREET	AND	SPRING STREET	FACING	SOUTHBOUND	NORTH CHERRY STREET
NORTHEAST	CORNER	INTERSECTION OF	SPRING STREET	AND	NORTH CHERRY STREET	FACING	WESTBOUND	SPRING STREET
SOUTHWEST	CORNER	INTERSECTION OF	SPRING STREET	AND	NORTH CHERRY STREET	FACING	EASTBOUND	SPRING STREET
SOUTHEAST	CORNER	INTERSECTION OF	NORTH CHERRY STREET	AND	WEST NORTH STREET	FACING	NORTHBOUND	NORTH CHERRY STREET
NORTHWEST	CORNER	INTERSECTION OF	NORTH CHERRY STREET	AND	WEST NORTH STREET	FACING	SOUTHBOUND	NORTH CHERRY STREET
NORTHEAST	CORNER	INTERSECTION OF	WEST NORTH STREET	AND	NORTH CHERRY STREET	FACING	WESTBOUND	WEST NORTH STREET
SOUTHWEST	CORNER	INTERSECTION OF	WEST NORTH STREET	AND	NORTH CHERRY STREET	FACING	EASTBOUND	WEST NORTH STREET
SOUTHEAST	CORNER	INTERSECTION OF	NORTH CHERRY STREET	AND	WEST BRUCE STREET	FACING	NORTHBOUND	NORTH CHERRY STREET
NORTHWEST	CORNER	INTERSECTION OF	NORTH CHERRY STREET	AND	WEST BRUCE STREET	FACING	SOUTHBOUND	NORTH CHERRY STREET
NORTHEAST	CORNER	INTERSECTION OF	WEST BRUCE STREET	AND	NORTH CHERRY STREET	FACING	WESTBOUND	WEST BRUCE STREET
SOUTHEAST	CORNER	INTERSECTION OF	WEST BRUCE STREET	AND	NORTH CHERRY STREET	FACING	EASTBOUND	WEST BRUCE STREET
SOUTHEAST	CORNER	INTERSECTION OF	NORTH CHERRY STREET	AND	WEST BLACKJACK ROAD	FACING	NORTHBOUND	NORTH CHERRY STREET
SOUTHWEST	CORNER	INTERSECTION OF	WEST BLACKJACK ROAD	AND	NORTH MAIN STREET	FACING	EASTBOUND	WEST BLACKJACK ROAD
NORTHEAST	CORNER	INTERSECTION OF	WEST BLACKJACK ROAD	AND	HARMON ROAD	FACING	WESTBOUND	WEST BLACKJACK ROAD
SOUTHEAST	CORNER	INTERSECTION OF	NORTH MAIN STREET	AND	WEST BLACKJACK ROAD	FACING	NORTHBOUND	NORTH MAIN STREET
SOUTHWEST	CORNER	INTERSECTION OF	BRUCE STREET	AND	NORTH MAIN STREET	FACING	EASTBOUND	BRUCE STREET
NORTHEAST	CORNER	INTERSECTION OF	EAST BRUCE STREET	AND	NORTH MAIN STREET	FACING	WESTBOUND	EAST BRUCE STREET
SOUTHWEST	CORNER	INTERSECTION OF	WEST NORTH STREET	AND	NORTH MAIN STREET	FACING	EASTBOUND	WEST NORTH STREET
NORTHEAST	CORNER	INTERSECTION OF	EAST NORTH STREET	AND	NORTH MAIN STREET	FACING	WESTBOUND	EAST NORTH STREET
SOUTHWEST	CORNER	INTERSECTION OF	WEST SPRING STREET	AND	NORTH MAIN STREET	FACING	EASTBOUND	WEST SPRING STREET
NORTHEAST	CORNER	INTERSECTION OF	EAST SPRING STREET	AND	NORTH MAIN STREET	FACING	WESTBOUND	EAST SPRING STREET
SOUTHWEST	CORNER	INTERSECTION OF	JAMES STREET	AND	NORTH MAIN STREET	FACING	EASTBOUND	JAMES STREET
NORTHWEST	CORNER	INTERSECTION OF	NORTH MAIN STREET	AND	NORTH SHERMAN DRIVE	FACING	NORTHBOUND	NORTH MAIN STREET
SOUTHEAST	CORNER	INTERSECTION OF	BROCKETT STREET	AND	WEST BLACKJACK ROAD	FACING	NORTHBOUND	BROCKETT STREET
NORTHEAST	CORNER	INTERSECTION OF	GLORY STREET	AND	BROCKETT STREET	FACING	WESTBOUND	BROCKETT STREET
SOUTHWEST	CORNER	INTERSECTION OF	EAST BRUCE STREET	AND	BROCKETT STREET	FACING	EASTBOUND	EAST BRUCE STREET
NORTHWEST	CORNER	INTERSECTION OF	BROCKETT STREET	AND	EAST NORTH STREET	FACING	SOUTHBOUND	BROCKETT STREET
SOUTHEAST	CORNER	INTERSECTION OF	BROCKETT STREET	AND	EAST NORTH STREET	FACING	NORTHBOUND	BROCKETT STREET
SOUTHWEST	CORNER	INTERSECTION OF	EAST NORTH STREET	AND	BROCKETT STREET	FACING	EASTBOUND	EAST NORTH STREET

NORTHEAST	CORNER	INTERSECTION OF	EAST NORTH STREET	AND	BROCKETT STREET	FACING	WESTBOUND	EAST NORTH STREET
SOUTHWEST	CORNER	INTERSECTION OF	EAST SPRING STREET	AND	BROCKETT STREET	FACING	EASTBOUND	EAST SPRING STREET
NORTHWEST	CORNER	INTERSECTION OF	BROCKETT STREET	AND	NORTH SHERMAN DRIVE	FACING	SOUTHBOUND	MIMOSA STREET
SOUTHWEST	CORNER	INTERSECTION OF	MIMOSA STREET	AND	NORTH SHERMAN DRIVE	FACING	EASTBOUND	MIMOSA STREET
SOUTHWEST	CORNER	INTERSECTION OF	EAST NORTH STREET	AND	NORTH SHERMAN DRIVE	FACING	EASTBOUND	EAST NORTH STREET
NORTHWEST	CORNER	INTERSECTION OF	LOIS STREET	AND	EAST NORTH STREET	FACING	SOUTHBOUND	LOIS STREET
SOUTHWEST	CORNER	INTERSECTION OF	GLORY STREET	AND	NORTH SHERMAN DRIVE	FACING	EASTBOUND	GLORY STREET
SOUTHWEST	CORNER	INTERSECTION OF	QUAIL RUN STREET	AND	NORTH SHERMAN DRIVE	FACING	EASTBOUND	QUAIL RUN STREET
SOUTHEAST	CORNER	INTERSECTION OF	QUAIL RUN STREET	AND	WEST BLACKJACK ROAD	FACING	NORTHBOUND	QUAIL RUN STREET
SOUTHWEST	CORNER	INTERSECTION OF	WEST BLACKJACK ROAD	AND	NORTH SHERMAN DRIVE	FACING	EASTBOUND	NORTH SHERMAN DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	NORTH SHERMAN DRIVE	AND	HIGHWAY 377	FACING	EASTBOUND	NORTH SHERMAN DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	BLACKJACK ROAD WEST	AND	HIGHWAY 377	FACING	EASTBOUND	BLACKJACK ROAD WEST
NORTHEAST	CORNER	INTERSECTION OF	BLACKJACK ROAD EAST	AND	HIGHWAY 377	FACING	WESTBOUND	BLACKJACK ROAD EAST
SOUTHWEST	CORNER	INTERSECTION OF	TISDELL STREET	AND	HIGHWAY 377	FACING	EASTBOUND	TISDELL STREET
NORTHEAST	CORNER	INTERSECTION OF	TISDELL STREET	AND	MAGNOLIA STREET	FACING	WESTBOUND	TISDELL STREET
SOUTHWEST	CORNER	INTERSECTION OF	DEMOYE STREET	AND	HIGHWAY 377	FACING	EASTBOUND	DEMOYE STREET
NORTHEAST	CORNER	INTERSECTION OF	DEMOYE STREET	AND	MAGNOLIA STREET	FACING	WESTBOUND	DEMOYE STREET
SOUTHWEST	CORNER	INTERSECTION OF	MEADOW LANE	AND	HIGHWAY 377	FACING	EASTBOUND	MEADOW LANE
SOUTHWEST	CORNER	INTERSECTION OF	COTTONWOOD STREET	AND	WILLOW LANE	FACING	EASTBOUND	COTTONWOOD STREET
SOUTHEAST	CORNER	INTERSECTION OF	WILLOW LANE	AND	MEADOW LANE	FACING	NORTHBOUND	WILLOW LANE
NORTHWEST	CORNER	INTERSECTION OF	MAGNOLIA STREET	AND	SPRINGHILL ROAD	FACING	SOUTHBOUND	MAGNOLIA STREET
SOUTHWEST	CORNER	INTERSECTION OF	EAST PECAN STREET	AND	MAGNOLIA STREET	FACING	EASTBOUND	EAST PECAN STREET
SOUTHWEST	CORNER	INTERSECTION OF	EAST PLUM STREET	AND	MAGNOLIA STREET	FACING	EASTBOUND	EAST PLUM STREET
SOUTHEAST	CORNER	INTERSECTION OF	MAGNOLIA STREET	AND	ELM STREET	FACING	NORTHBOUND	MAGNOLIA STREET
NORTHWEST	CORNER	INTERSECTION OF	MAGNOLIA STREET	AND	ELM STREET	FACING	SOUTHBOUND	MAGNOLIA STREET
SOUTHEAST	CORNER	INTERSECTION OF	CHESTNUT STREET	AND	SPRINGHILL ROAD	FACING	NORTHBOUND	CHESTNUT STREET
NORTHWEST	CORNER	INTERSECTION OF	CHESTNUT STREET	AND	SPRINGHILL ROAD	FACING	SOUTHBOUND	CHESTNUT STREET
SOUTHWEST	CORNER	INTERSECTION OF	CHESTNUT STREET	AND	HIGHWAY 377	FACING	EASTBOUND	CHESTNUT STREET
NORTHWEST	CORNER	INTERSECTION OF	MARY STREET	AND	ELM STREET	FACING	SOUTHBOUND	MARY STREET
SOUTHWEST	CORNER	INTERSECTION OF	MICHELLE STREET	AND	CHESTNUT STREET	FACING	EASTBOUND	MICHELLE STREET
NORTHWEST	CORNER	INTERSECTION OF	COUNTRYSIDE DRIVE	AND	MICHELLE STREET	FACING	SOUTHBOUND	COUNTRYSIDE DRIVE
NORTHEAST	CORNER	INTERSECTION OF	MICHELLE STREET	AND	COUNTRYSIDE DRIVE	FACING	WESTBOUND	MICHELLE STREET
SOUTHEAST	CORNER	INTERSECTION OF	ROCK HILL ROAD	AND	SOUTH MAIN STREET	FACING	NORTHBOUND	ROCK HILL ROAD
SOUTHEAST	CORNER	INTERSECTION OF	MAXWELL COURT	AND	ROCKHILL ROAD	FACING	NORTHBOUND	MAXWELL COURT
SOUTHEAST	CORNER	INTERSECTION OF	GLENNWOOD COURT	AND	ROCKHILL ROAD	FACING	NORTHBOUND	GLENNWOOD COURT
SOUTHEAST	CORNER	INTERSECTION OF	OAKWOOD COURT	AND	ROCKHILL ROAD	FACING	NORTHBOUND	OAKWOOD COURT
SOUTHWEST	CORNER	INTERSECTION OF	WEST PECAN STREET	AND	SOUTH MAIN STREET	FACING	EASTBOUND	WEST PECAN STREET
NORTHEAST	CORNER	INTERSECTION OF	WEST PECAN STREET	AND	MAPLE STREET	FACING	WESTBOUND	WEST PECAN STREET
SOUTHWEST	CORNER	INTERSECTION OF	WEST PECAN STREET	AND	MAPLE STREET	FACING	EASTBOUND	WEST PECAN STREET
NORTHWEST	CORNER	INTERSECTION OF	MAPLE STREET	AND	WEST PECAN STREET	FACING	SOUTHBOUND	MAPLE STREET
SOUTHEAST	CORNER	INTERSECTION OF	MAPLE STREET	AND	WEST PECAN STREET	FACING	NORTHBOUND	MAPLE STREET
SOUTHEAST	CORNER	INTERSECTION OF	CADDELL STREET	AND	WEST PECAN STREET	FACING	NORTHBOUND	CADDELL STREET
SOUTHWEST	CORNER	INTERSECTION OF	WEST PLUM STREET	AND	SOUTH MAIN STREET	FACING	EASTBOUND	WEST PLUM STREET
NORTHEAST	CORNER	INTERSECTION OF	WEST PLUM STREET	AND	SOUTH MAIN STREET	FACING	WESTBOUND	EAST PLUM STREET
SOUTHEAST	CORNER	INTERSECTION OF	SYCAMORE STREET	AND	ELM STREET	FACING	NORTHBOUND	SYCAMORE STREET
NORTHWEST	CORNER	INTERSECTION OF	SYCAMORE STREET	AND	ELM STREET	FACING	SOUTHBOUND	SYCAMORE STREET
SOUTHEAST	CORNER	INTERSECTION OF	SYCAMORE STREET	AND	NORTH SHERMAN DRIVE	FACING	NORTHBOUND	SYCAMORE STREET
NORTHEAST	CORNER	INTERSECTION OF	ELM STREET	AND	SOUTH MAIN STREET	FACING	WESTBOUND	ELM STREET
SOUTHWEST	CORNER	INTERSECTION OF	COMMERCE STREET	AND	SYCAMORE STREET	FACING	EASTBOUND	COMMERCE STREET
NORTHWEST	CORNER	INTERSECTION OF	EAST MULBERRY STREET	AND	SOUTH MAIN STREET	FACING	WESTBOUND	EAST MULBERRY STREET
SOUTHWEST	CORNER	INTERSECTION OF	WEST MULBERRY STREET	AND	SOUTH MAIN STREET	FACING	EASTBOUND	WEST MULBERRY STREET
NORTHWEST	CORNER	INTERSECTION OF	SOUTH CHERRY STREET	AND	MULBERRY STREET	FACING	SOUTHBOUND	SOUTH CHERRY STREET
SOUTHEAST	CORNER	INTERSECTION OF	SOUTH CHERRY STREET	AND	WEST SHERMAN DRIVE	FACING	NORTHBOUND	SOUTH CHERRY STREET
SOUTHEAST	CORNER	INTERSECTION OF	CEDAR STREET	AND	MULBERRY STREET	FACING	NORTHBOUND	CEDAR STREET
NORTHWEST	CORNER	INTERSECTION OF	CEDAR STREET	AND	WEST PLUM STREET	FACING	SOUTHBOUND	CEDAR STREET
SOUTHEAST	CORNER	INTERSECTION OF	MAPLE STREET	AND	WEST PLUM STREET	FACING	NORTHBOUND	MAPLE STREET
NORTHWEST	CORNER	INTERSECTION OF	MAPLE STREET	AND	ROCK HILL ROAD	FACING	SOUTHBOUND	MAPLE STREET
SOUTHEAST	CORNER	INTERSECTION OF	ROCK HILL ROAD	AND	MAPLE STREET	FACING	NORTHBOUND	ROCK HILL ROAD
NORTHEAST	CORNER	INTERSECTION OF	ROCK HILL ROAD	AND	MAPLE STREET	FACING	WESTBOUND	ROCK HILL ROAD
SOUTHWEST	CORNER	INTERSECTION OF	BLUEBONNET STREET	AND	ROCK HILL ROAD	FACING	EASTBOUND	BLUEBONNET STREET
NORTHEAST	CORNER	INTERSECTION OF	BLUEBONNET STREET	AND	CADDELL STREET	FACING	WESTBOUND	CADDELL STREET
SOUTHEAST	CORNER	INTERSECTION OF	LANTRIP LANE	AND	BLUEBONNET STREET	FACING	NORTHBOUND	LANTRIP LANE
NORTHWEST	CORNER	INTERSECTION OF	CADDELL STREET	AND	BLUEBONNET STREET	FACING	SOUTHBOUND	CADDELL STREET
SOUTHWEST	CORNER	INTERSECTION OF	NICK COURT	AND	COUNTRYSIDE DRIVE	FACING	EASTBOUND	NICK COURT
SOUTHWEST	CORNER	INTERSECTION OF	HOLLY COURT	AND	COUNTRYSIDE DRIVE	FACING	EASTBOUND	HOLLY COURT
NORTHWEST	CORNER	INTERSECTION OF	COUNTRYSIDE DRIVE	AND	HIGHMEADOW DRIVE	FACING	SOUTHBOUND	COUNTRYSIDE DRIVE
SOUTHEAST	CORNER	INTERSECTION OF	COUNTRYSIDE DRIVE	AND	HIGHMEADOW DRIVE	FACING	NORTHBOUND	COUNTRYSIDE DRIVE
NORTHEAST	CORNER	INTERSECTION OF	HIGHMEADOW DRIVE	AND	COUNTRYSIDE DRIVE	FACING	WESTBOUND	HIGHMEADOW DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	HIGHMEADOW DRIVE	AND	COUNTRYSIDE DRIVE	FACING	EASTBOUND	HIGHMEADOW DRIVE
NORTHWEST	CORNER	INTERSECTION OF	COUNTRYSIDE DRIVE	AND	STANLEY DRIVE	FACING	SOUTHBOUND	COUNTRYSIDE DRIVE
SOUTHEAST	CORNER	INTERSECTION OF	IRICK COURT	AND	HIGHMEADOW DRIVE	FACING	NORTHBOUND	IRICK COURT
SOUTHEAST	CORNER	INTERSECTION OF	GLENVIEW DRIVE	AND	HIGHMEADOW DRIVE	FACING	NORTHBOUND	GLENVIEW DRIVE
NORTHWEST	CORNER	INTERSECTION OF	MEADOWVIEW COURT	AND	HIGHMEADOW DRIVE	FACING	SOUTHBOUND	MEADOWVIEW COURT
NORTHWEST	CORNER	INTERSECTION OF	RIDGECREST COURT	AND	HIGHMEADOW DRIVE	FACING	SOUTHBOUND	RIDGECREST COURT
NORTHWEST	CORNER	INTERSECTION OF	GLENVIEW CIRCLE	AND	GLENVIEW DRIVE	FACING	SOUTHBOUND	GLENVIEW CIRCLE
NORTHWEST	CORNER	INTERSECTION OF	GREENVIEW COURT	AND	HIGHMEADOW DRIVE	FACING	SOUTHBOUND	GREENVIEW COURT
SOUTHEAST	CORNER	INTERSECTION OF	SQUIRES LANE	AND	HIGHMEADOW DRIVE	FACING	NORTHBOUND	SQUIRES LANE
SOUTHEAST	CORNER	INTERSECTION OF	VALLEY DRIVE	AND	HIGHMEADOW DRIVE	FACING	NORTHBOUND	VALLEY DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	VALLEY DRIVE	AND	COUNTRYSIDE DRIVE	FACING	EASTBOUND	VALLEY DRIVE

SOUTHWEST	CORNER	INTERSECTION OF	GLENVIEW DRIVE	AND	COUNTRYSIDE DRIVE	FACING	EASTBOUND	GLENVIEW DRIVE
NORTHEAST	CORNER	INTERSECTION OF	GLENVIEW DRIVE	AND	COUNTRYSIDE DRIVE	FACING	WESTBOUND	GLENVIEW DRIVE
NORTHWEST	CORNER	INTERSECTION OF	COUNTRYSIDE DRIVE	AND	STANLEY DRIVE	FACING	SOUTHBOUND	COUNTRYSIDE DRIVE
SOUTHEAST	CORNER	INTERSECTION OF	JERRY STREET	AND	STANLEY DRIVE	FACING	NORTHBOUND	JERRY STREET
SOUTHWEST	CORNER	INTERSECTION OF	DIANE STREET	AND	JERRY STREET	FACING	EASTBOUND	DIANE STREET
NORTHEAST	CORNER	INTERSECTION OF	DIANE STREET	AND	PAIGE STREET	FACING	WESTBOUND	DIANE STREET
SOUTHEAST	CORNER	INTERSECTION OF	PAIGE STREET	AND	STANLEY DRIVE	FACING	NORTHBOUND	PAIGE STREET
NORTHEAST	CORNER	INTERSECTION OF	KAREN STREET	AND	PAIGE STREET	FACING	WESTBOUND	KAREN STREET
SOUTHWEST	CORNER	INTERSECTION OF	KAREN STREET	AND	JERRY STREET	FACING	EASTBOUND	KAREN STREET
SOUTHEAST	CORNER	INTERSECTION OF	JANIS LANE	AND	STANLEY DRIVE	FACING	NORTHBOUND	JANIS LANE
NORTHEAST	CORNER	INTERSECTION OF	REDFERN ROAD	AND	HIGHWAY 377	FACING	EASTBOUND	REDFERN ROAD
NORTHEAST	CORNER	INTERSECTION OF	PINE RIDGE STREET	AND	HIGHWAY 377	FACING	EASTBOUND	PINE RIDGE STREET
NORTHWEST	CORNER	INTERSECTION OF	VICTORY COURT	AND	SPRINGHILL ROAD	FACING	SOUTHBOUND	VICTORY COURT
SOUTHEAST	CORNER	INTERSECTION OF	VICTORY COURT	AND	RUSHING COURT	FACING	NORTHBOUND	VICTORY COURT
NORTHWEST	CORNER	INTERSECTION OF	VICTORY COURT	AND	RUSHING COURT	FACING	NORTHBOUND	VICTORY COURT
NORTHEAST	CORNER	INTERSECTION OF	ELLE LANE	AND	SESARO DRIVE	FACING	WESTBOUND	ELLE LANE
SOUTHWEST	CORNER	INTERSECTION OF	ELLE LANE	AND	SESARO DRIVE	FACING	EASTBOUND	ELLE LANE
SOUTHWEST	CORNER	INTERSECTION OF	COVENTRY DRIVE	AND	SESARO DRIVE	FACING	EASTBOUND	COVENTRY DRIVE
NORTHEAST	CORNER	INTERSECTION OF	COVENTRY DRIVE	AND	HILLBROOK COURT	FACING	WESTBOUND	COVENTRY DRIVE
SOUTHEAST	CORNER	INTERSECTION OF	HICKORY DRIVE	AND	EDGEWAY DRIVE	FACING	NORTHBOUND	HICKORY DRIVE
NORTHEAST	CORNER	INTERSECTION OF	MEADOW CREST DRIVE	AND	HICKORY DRIVE	FACING	WESTBOUND	MEADOW CREST DRIVE
NORTHWEST	CORNER	INTERSECTION OF	HICKORY DRIVE	AND	ELLE LANE	FACING	SOUTHBOUND	HICKORY DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	ELLE LANE	AND	PECAN CREEK TRAIL	FACING	EASTBOUND	ELLE LANE
NORTHEAST	CORNER	INTERSECTION OF	ELLE LANE	AND	PECAN CREEK TRAIL	FACING	WESTBOUND	ELLE LANE
SOUTHWEST	CORNER	INTERSECTION OF	MEADOW CREST DRIVE	AND	PECAN CREEK TRAIL	FACING	EASTBOUND	MEADOW CREST DRIVE
NORTHEAST	CORNER	INTERSECTION OF	MEADOW CREST DRIVE	AND	PECAN CREEK TRAIL	FACING	WESTBOUND	MEADOW CREST DRIVE
SOUTHEAST	CORNER	INTERSECTION OF	PECAN CREEK TRAIL	AND	EDGEWAY DRIVE	FACING	NORTHBOUND	PECAN CREEK TRAIL
NORTHWEST	CORNER	INTERSECTION OF	PECAN CREEK TRAIL	AND	EDGEWAY DRIVE	FACING	SOUTHBOUND	PECAN CREEK TRAIL
SOUTHWEST	CORNER	INTERSECTION OF	MACADAMIA COURT	AND	PECAN CREEK TRAIL	FACING	EASTBOUND	MACADAMIA COURT
NORTHWEST	CORNER	INTERSECTION OF	PECAN CREEK TRAIL	AND	SPRINGHILL DRIVE	FACING	SOUTHBOUND	PECAN CREEK TRAIL
SOUTHEAST	CORNER	INTERSECTION OF	ASLYNN CIRCLE	AND	WINN RIDGE BOULEVARD	FACING	NORTHBOUND	ASLYNN CIRCLE
NORTHWEST	CORNER	INTERSECTION OF	WAGGONER DRIVE	AND	WINN RIDGE BOULEVARD	FACING	SOUTHBOUND	WAGGONER DRIVE
SOUTHEAST	CORNER	INTERSECTION OF	ASLYNN CIRCLE	AND	WINN RIDGE BOULEVARD	FACING	NORTHBOUND	ASLYNN CIRCLE
SOUTHEAST	CORNER	INTERSECTION OF	ARLO WAY	AND	WINN RIDGE BOULEVARD	FACING	NORTHBOUND	ARLO WAY
NORTHWEST	CORNER	INTERSECTION OF	ARLO WAY	AND	WINN RIDGE BOULEVARD	FACING	SOUTHBOUND	ARLO WAY
NORTHWEST	CORNER	INTERSECTION OF	BIGGS AVENUE	AND	WINN RIDGE BOULEVARD	FACING	SOUTHBOUND	BIGGS AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	BRISCO WAY	AND	WINN RIDGE BOULEVARD	FACING	NORTHBOUND	BRISCO WAY
NORTHWEST	CORNER	INTERSECTION OF	BRISCO WAY	AND	WINN RIDGE BOULEVARD	FACING	SOUTHBOUND	BRISCO WAY
SOUTHEAST	CORNER	INTERSECTION OF	GIDEON WAY	AND	WINN RIDGE BOULEVARD	FACING	NORTHBOUND	GIDEON WAY
NORTHWEST	CORNER	INTERSECTION OF	GIDEON WAY	AND	WINN RIDGE BOULEVARD	FACING	SOUTHBOUND	GIDEON WAY
NORTHWEST	CORNER	INTERSECTION OF	WEST DRIVE	AND	WINN RIDGE BOULEVARD	FACING	SOUTHBOUND	WEST DRIVE
NORTHEAST	CORNER	INTERSECTION OF	MILLICAN LANE	AND	WINN RIDGE BOULEVARD	FACING	WESTBOUND	MILLICAN LANE
NORTHWEST	CORNER	INTERSECTION OF	WINN RIDGE BOULEVARD	AND	FRONTIER PARKWAY	FACING	SOUTHBOUND	WINN RIDGE BOULEVARD
SOUTHEAST	CORNER	INTERSECTION OF	WINN RIDGE BOULEVARD	AND	FRONTIER PARKWAY	FACING	NORTHBOUND	WINN RIDGE BOULEVARD
NORTHEAST	CORNER	INTERSECTION OF	FRONTIER PARKWAY	AND	WINN RIDGE BOULEVARD	FACING	WESTBOUND	FRONTIER PARKWAY
SOUTHEAST	CORNER	INTERSECTION OF	FRONTIER PARKWAY	AND	WINN RIDGE BOULEVARD	FACING	EASTBOUND	FRONTIER PARKWAY
SOUTHWEST	CORNER	INTERSECTION OF	BROCK DRIVE	AND	WINN RIDGE BOULEVARD	FACING	EASTBOUND	BROCK DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	ALTON DRIVE	AND	WINN RIDGE BOULEVARD	FACING	EASTBOUND	ALTON DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	GLOVER DRIVE	AND	WINN RIDGE BOULEVARD	FACING	EASTBOUND	GLOVER DRIVE
NORTHWEST	CORNER	INTERSECTION OF	GALLUP AVENUE	AND	GLOVER DRIVE	FACING	SOUTHBOUND	GLOVER DRIVE
NORTHEAST	CORNER	INTERSECTION OF	GLOVER DRIVE	AND	WALKER AVENUE	FACING	WESTBOUND	GLOVER DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	GLOVER DRIVE	AND	WALKER AVENUE	FACING	EASTBOUND	GLOVER DRIVE
NORTHWEST	CORNER	INTERSECTION OF	WALKER AVENUE	AND	GLOVER DRIVE	FACING	SOUTHBOUND	WALKER AVENUE
NORTHWEST	CORNER	INTERSECTION OF	UNGER AVENUE	AND	GLOVER DRIVE	FACING	SOUTHBOUND	UNGER AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	UNGER AVENUE	AND	FUELLER DRIVE	FACING	NORTHBOUND	UNGER AVENUE
SOUTHWEST	CORNER	INTERSECTION OF	FUELLER DRIVE	AND	WALKER AVENUE	FACING	EASTBOUND	FUELLER DRIVE
NORTHEAST	CORNER	INTERSECTION OF	FUELLER DRIVE	AND	WALKER AVENUE	FACING	WESTBOUND	FUELLER DRIVE
SOUTHEAST	CORNER	INTERSECTION OF	WALKER AVENUE	AND	FUELLER DRIVE	FACING	NORTHBOUND	WALKER AVENUE
NORTHWEST	CORNER	INTERSECTION OF	WALKER AVENUE	AND	FUELLER DRIVE	FACING	SOUTHBOUND	WALKER AVENUE
SOUTHWEST	CORNER	INTERSECTION OF	FUELLER DRIVE	AND	GALLUP DRIVE	FACING	EASTBOUND	FUELLER DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	ENGLISH DRIVE	AND	GALLUP DRIVE	FACING	EASTBOUND	ENGLISH DRIVE
SOUTHEAST	CORNER	INTERSECTION OF	WALKER AVENUE	AND	ENGLISH DRIVE	FACING	NORTHBOUND	WALKER AVENUE
NORTHWEST	CORNER	INTERSECTION OF	WALKER AVENUE	AND	ENGLISH DRIVE	FACING	SOUTHBOUND	WALKER AVENUE
NORTHWEST	CORNER	INTERSECTION OF	KILGORE AVENUE	AND	ENGLISH DRIVE	FACING	SOUTHBOUND	KILGORE AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	KILGORE AVENUE	AND	ALTON DRIVE	FACING	NORTHBOUND	KILGORE AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	WALKER AVENUE	AND	ALTON DRIVE	FACING	NORTHBOUND	WALKER AVENUE
NORTHWEST	CORNER	INTERSECTION OF	WALKER AVENUE	AND	ALTON DRIVE	FACING	NORTHBOUND	WALKER AVENUE
SOUTHWEST	CORNER	INTERSECTION OF	ADAIR DRIVE	AND	WALKER AVENUE	FACING	EASTBOUND	ADAIR DRIVE
NORTHEAST	CORNER	INTERSECTION OF	ADAIR DRIVE	AND	WALKER AVENUE	FACING	WESTBOUND	ADAIR DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	BROCK DRIVE	AND	WALKER AVENUE	FACING	EASTBOUND	BROCK DRIVE
NORTHEAST	CORNER	INTERSECTION OF	BROCK DRIVE	AND	WALKER AVENUE	FACING	WESTBOUND	BROCK DRIVE
NORTHWEST	CORNER	INTERSECTION OF	WALKER AVENUE	AND	BROCK DRIVE	FACING	SOUTHBOUND	WALKER AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	WALKER AVENUE	AND	BROCK DRIVE	FACING	NORTHBOUND	WALKER AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	BROCK DRIVE	AND	WHEELER AVENUE	FACING	EASTBOUND	BROCK DRIVE
NORTHWEST	CORNER	INTERSECTION OF	WHEELER AVENUE	AND	BROCK DRIVE	FACING	SOUTHBOUND	WHEELER AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	WHEELER AVENUE	AND	BROCK DRIVE	FACING	NORTHBOUND	WHEELER AVENUE
NORTHEAST	CORNER	INTERSECTION OF	BURNETT DRIVE	AND	WALKER AVENUE	FACING	WESTBOUND	BURNETT DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	BURNETT DRIVE	AND	WALKER AVENUE	FACING	EASTBOUND	BURNETT DRIVE
NORTHWEST	CORNER	INTERSECTION OF	WARREN LANE	AND	BURNETT DRIVE	FACING	SOUTHBOUND	WARREN LANE

NORTHWEST	CORNER	INTERSECTION OF	WAYNE AVENUE	AND	BURNETT DRIVE	FACING	SOUTHBOUND	WAYNE AVENUE
NORTHWEST	CORNER	INTERSECTION OF	WESLEY AVENUE	AND	BURNETT DRIVE	FACING	SOUTHBOUND	WESLEY AVENUE
SOUTHWEST	CORNER	INTERSECTION OF	BURNETT DRIVE	AND	WHEELER AVENUE	FACING	EASTBOUND	BURNETT DRIVE
SOUTHEAST	CORNER	INTERSECTION OF	WESLEY AVENUE	AND	FRONTIER PARKWAY	FACING	NORTHBOUND	WESLEY AVENUE
NORTHWEST	CORNER	INTERSECTION OF	WESLEY AVENUE	AND	FRONTIER PARKWAY	FACING	SOUTHBOUND	WESLEY AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	WHEELER AVENUE	AND	FRONTIER PARKWAY	FACING	NORTHBOUND	WHEELER AVENUE
NORTHWEST	CORNER	INTERSECTION OF	WHEELER AVENUE	AND	FRONTIER PARKWAY	FACING	SOUTHBOUND	WHEELER AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	WAYNE AVENUE	AND	FRONTIER PARKWAY	FACING	NORTHBOUND	WAYNE AVENUE
NORTHWEST	CORNER	INTERSECTION OF	WAYNE AVENUE	AND	FRONTIER PARKWAY	FACING	SOUTHBOUND	WAYNE AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	WARREN LANE	AND	FRONTIER PARKWAY	FACING	NORTHBOUND	WARREN LANE
NORTHWEST	CORNER	INTERSECTION OF	WARREN LANE	AND	FRONTIER PARKWAY	FACING	SOUTHBOUND	WARREN LANE
SOUTHEAST	CORNER	INTERSECTION OF	WESLEY AVENUE	AND	FRONTIER PARKWAY	FACING	NORTHBOUND	WESLEY AVENUE
NORTHWEST	CORNER	INTERSECTION OF	WALKER AVENUE	AND	FRONTIER PARKWAY	FACING	SOUTHBOUND	WALKER AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	WARREN LANE	AND	TULE ROAD	FACING	NORTHBOUND	WARREN LANE
SOUTHEAST	CORNER	INTERSECTION OF	WAYNE AVENUE	AND	TULE ROAD	FACING	NORTHBOUND	WAYNE AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	WESLEY AVENUE	AND	TULE ROAD	FACING	NORTHBOUND	WESLEY AVENUE
NORTHWEST	CORNER	INTERSECTION OF	TOBIAS LANE	AND	MILLICAN LANE	FACING	SOUTHBOUND	TOBIAS LANE
NORTHWEST	CORNER	INTERSECTION OF	RYDER LANE	AND	MILLICAN LANE	FACING	SOUTHBOUND	RYDER LANE
NORTHWEST	CORNER	INTERSECTION OF	RANGER LANE	AND	MILLICAN LANE	FACING	SOUTHBOUND	RANGER LANE
SOUTHEAST	CORNER	INTERSECTION OF	COLT AVENUE	AND	MILLICAN LANE	FACING	NORTHBOUND	COLT AVENUE
NORTHWEST	CORNER	INTERSECTION OF	COLT AVENUE	AND	FRONTIER PARKWAY	FACING	NORTHBOUND	COLT AVENUE
NORTHWEST	CORNER	INTERSECTION OF	BRISCO WAY	AND	MILLICAN LANE	FACING	SOUTHBOUND	BRISCO WAY
NORTHWEST	CORNER	INTERSECTION OF	BOONE AVENUE	AND	MILLICAN LANE	FACING	SOUTHBOUND	BOONE AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	BUTCH AVENUE	AND	MILLICAN LANE	FACING	NORTHBOUND	BUTCH AVENUE
NORTHWEST	CORNER	INTERSECTION OF	BUTCH AVENUE	AND	FRONTIER PARKWAY	FACING	NORTHBOUND	BUTCH AVENUE
SOUTHWEST	CORNER	INTERSECTION OF	QUENTIN DRIVE	AND	ARLO WAY	FACING	EASTBOUND	QUENTIN DRIVE
NORTHEAST	CORNER	INTERSECTION OF	QUENTIN DRIVE	AND	BOONE AVENUE	FACING	WESTBOUND	QUENTIN DRIVE
NORTHWEST	CORNER	INTERSECTION OF	BART PLACE	AND	SAWYER DRIVE	FACING	SOUTHBOUND	BART PLACE
SOUTHWEST	CORNER	INTERSECTION OF	RYDER LANE	AND	BRISCO WAY	FACING	EASTBOUND	RYDER LANE
SOUTHWEST	CORNER	INTERSECTION OF	RANGER LANE	AND	BRISCO WAY	FACING	EASTBOUND	RANGER LANE
NORTHWEST	CORNER	INTERSECTION OF	CASH PLACE	AND	RYDER LANE	FACING	SOUTHBOUND	CASH PLACE
NORTHWEST	CORNER	INTERSECTION OF	ELI ROAD	AND	RYDER ROAD	FACING	SOUTHBOUND	ELI ROAD
NORTHEAST	CORNER	INTERSECTION OF	TOBIAS LANE	AND	GIDEON WAY	FACING	WESTBOUND	TOBIAS LANE
SOUTHWEST	CORNER	INTERSECTION OF	TOBIAS LANE	AND	GIDEON WAY	FACING	EASTBOUND	TOBIAS LANE
NORTHEAST	CORNER	INTERSECTION OF	RYDER LANE	AND	GIDEON WAY	FACING	WESTBOUND	RYDER LANE
SOUTHWEST	CORNER	INTERSECTION OF	RYDER LANE	AND	GIDEON WAY	FACING	EASTBOUND	RYDER LANE
NORTHWEST	CORNER	INTERSECTION OF	GIDEON WAY	AND	RANGER LANE	FACING	SOUTHBOUND	GIDEON WAY
NORTHWEST	CORNER	INTERSECTION OF	WESTON DRIVE	AND	WEST DRIVE	FACING	SOUTHBOUND	WESTON DRIVE
SOUTHEAST	CORNER	INTERSECTION OF	WESTON DRIVE	AND	WEST DRIVE	FACING	NORTHBOUND	WESTON DRIVE
SOUTHEAST	CORNER	INTERSECTION OF	WEBB AVENUE	AND	WEST DRIVE	FACING	NORTHBOUND	WEBB AVENUE
NORTHWEST	CORNER	INTERSECTION OF	WEBB AVENUE	AND	WEST DRIVE	FACING	SOUTHBOUND	WEBB AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	WEBB AVENUE	AND	WAGGONER DRIVE	FACING	NORTHBOUND	WEBB AVENUE
NORTHWEST	CORNER	INTERSECTION OF	WEBB AVENUE	AND	WAGGONER DRIVE	FACING	SOUTHBOUND	WEBB AVENUE
SOUTHWEST	CORNER	INTERSECTION OF	WAGGONER DRIVE	AND	WEBB AVENUE	FACING	EASTBOUND	WAGGONER DRIVE
NORTHWEST	CORNER	INTERSECTION OF	JASPER ROAD	AND	WAGGONER DRIVE	FACING	SOUTHBOUND	JASPER ROAD
SOUTHEAST	CORNER	INTERSECTION OF	WESTON ROAD	AND	WAGGONER DRIVE	FACING	NORTHBOUND	WESTON ROAD
SOUTHWEST	CORNER	INTERSECTION OF	WAGGONER DRIVE	AND	GIDEON WAY	FACING	EASTBOUND	WAGGONER DRIVE
NORTHEAST	CORNER	INTERSECTION OF	WAGGONER DRIVE	AND	GIDEON WAY	FACING	WESTBOUND	WAGGONER DRIVE
NORTHWEST	CORNER	INTERSECTION OF	FILLMORE AVENUE	AND	GIDEON WAY	FACING	WESTBOUND	WAGGONER DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	WAGGONER DRIVE	AND	BRISCO WAY	FACING	EASTBOUND	WAGGONER DRIVE
NORTHEAST	CORNER	INTERSECTION OF	WAGGONER DRIVE	AND	BRISCO WAY	FACING	WESTBOUND	WAGGONER DRIVE
SOUTHEAST	CORNER	INTERSECTION OF	BIGGS AVENUE	AND	WAGGONER DRIVE	FACING	NORTHBOUND	BIGGS AVENUE
NORTHWEST	CORNER	INTERSECTION OF	BIGGS AVENUE	AND	WAGGONER DRIVE	FACING	SOUTHBOUND	BIGGS AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	ARLO WAY	AND	WAGGONER DRIVE	FACING	NORTHBOUND	ARLO WAY
NORTHWEST	CORNER	INTERSECTION OF	ARLO WAY	AND	WAGGONER DRIVE	FACING	SOUTHBOUND	ARLO WAY
NORTHWEST	CORNER	INTERSECTION OF	ARTHUR AVENUE	AND	WAGGONER DRIVE	FACING	SOUTHBOUND	ARLO WAY
SOUTHWEST	CORNER	INTERSECTION OF	VERNON DRIVE	AND	ARTHUR AVENUE	FACING	EASTBOUND	ARTHUR AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	ARLO WAY	AND	VERNON DRIVE	FACING	NORTHBOUND	ARLO WAY
NORTHWEST	CORNER	INTERSECTION OF	ARLO WAY	AND	VERNON DRIVE	FACING	SOUTHBOUND	ARLO WAY
SOUTHEAST	CORNER	INTERSECTION OF	BIGGS AVENUE	AND	VERNON DRIVE	FACING	NORTHBOUND	BIGGS AVENUE
NORTHWEST	CORNER	INTERSECTION OF	BIGGS AVENUE	AND	VERNON DRIVE	FACING	SOUTHBOUND	BIGGS AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	BRISCO WAY	AND	VERNON DRIVE	FACING	NORTHBOUND	BRISCO WAY
SOUTHEAST	CORNER	INTERSECTION OF	FILLMORE AVENUE	AND	VERNON DRIVE	FACING	NORTHBOUND	FILLMORE AVENUE
NORTHWEST	CORNER	INTERSECTION OF	FILLMORE AVENUE	AND	VERNON DRIVE	FACING	SOUTHBOUND	FILLMORE AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	GIDEON WAY	AND	VERNON DRIVE	FACING	NORTHBOUND	GIDEON WAY
NORTHWEST	CORNER	INTERSECTION OF	GIDEON WAY	AND	VERNON DRIVE	FACING	SOUTHBOUND	GIDEON WAY
SOUTHEAST	CORNER	INTERSECTION OF	JASPER ROAD	AND	VERNON DRIVE	FACING	NORTHBOUND	JASPER ROAD
NORTHWEST	CORNER	INTERSECTION OF	JASPER ROAD	AND	VERNON DRIVE	FACING	SOUTHBOUND	JASPER ROAD
SOUTHEAST	CORNER	INTERSECTION OF	WEBB AVENUE	AND	VERNON DRIVE	FACING	NORTHBOUND	WEBB AVENUE
NORTHWEST	CORNER	INTERSECTION OF	WEBB AVENUE	AND	VERNON DRIVE	FACING	SOUTHBOUND	WEBB AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	JASPER ROAD	AND	TRACE DRIVE	FACING	NORTHBOUND	JASPER ROAD
SOUTHEAST	CORNER	INTERSECTION OF	GIDEON WAY	AND	TRACE DRIVE	FACING	NORTHBOUND	GIDEON WAY
SOUTHEAST	CORNER	INTERSECTION OF	FILLMORE AVENUE	AND	TRACE DRIVE	FACING	NORTHBOUND	FILLMORE AVENUE
NORTHWEST	CORNER	INTERSECTION OF	BUCK AVENUE	AND	TRACE DRIVE	FACING	SOUTHBOUND	BUCK AVENUE
NORTHWEST	CORNER	INTERSECTION OF	CORD PLACE	AND	TRACE DRIVE	FACING	SOUTHBOUND	CORD PLACE
SOUTHWEST	CORNER	INTERSECTION OF	TRACE DRIVE	AND	BIGGS AVENUE	FACING	EASTBOUND	TRACE DRIVE
NORTHEAST	CORNER	INTERSECTION OF	TRACE DRIVE	AND	BIGGS AVENUE	FACING	WESTBOUND	TRACE DRIVE
NORTHWEST	CORNER	INTERSECTION OF	BIGGS AVENUE	AND	TRACE DRIVE	FACING	SOUTHBOUND	BIGGS AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	BIGGS AVENUE	AND	TRACE DRIVE	FACING	NORTHBOUND	BIGGS AVENUE

NORTHWEST	CORNER	INTERSECTION OF	BEAU PLACE	AND	TRACE DRIVE	FACING	SOUTHBOUND	BEAU PLACE
SOUTHEAST	CORNER	INTERSECTION OF	ARLO WAY	AND	TRACE DRIVE	FACING	NORTHBOUND	ARLO WAY
SOUTHEAST	CORNER	INTERSECTION OF	ARTHUR AVENUE	AND	TRACE DRIVE	FACING	NORTHBOUND	ARTHUR AVENUE
SOUTHEAST	CORNER	INTERSECTION OF	SOUTH MAIN STREET	AND	NORTH SHERMAN DRIVE	FACING	NORTHBOUND	SOUTH MAIN STREET
NORTHEAST	CORNER	INTERSECTION OF	NORTH SHERMAN DRIVE	AND	NORTH MAIN STREET	FACING	WESTBOUND	NORTH SHERMAN DRIVE
SOUTHWEST	CORNER	INTERSECTION OF	NORTH SHERMAN DRIVE	AND	SOUTH MAIN STREET	FACING	EASTBOUND	NORTH SHERMAN DRIVE



City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Award a bid for Matthew's Park Improvements to D. L. Meacham for an amount not to exceed \$445,010.00 and authorize the City Manager to execute necessary documents.

Staff Contact

Leanne Wilson, Director of Public Works and Development Services
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Summary

The proposed improvements to Matthew's Park involve the removal of all existing play equipment, existing concrete curb surrounding the play equipment and the installation of new accessible play equipment, climbers, swings, concrete curbs, fall surfacing, sidewalk connections to new play structures and associated landscape and temporary irrigation improvements due to disturbance.

Advertising for bids were published in the Post Signal on June 28, 2024, and July 5, 2024. Bids were opened on July 24, 2024. A total of four bids were received with the lowest bid of \$445,010.00 by D. L. Meacham.

Contractor	Total Amount
D. L. Meacham	\$445,010.00
ALCC dab Perfect Finish	\$450,726.85
Pace Construction Services, LLC	\$470,000.00
Ratliff Hardscape	\$711,455.00

D. L. Meacham provided a list of experience and references for this project with similar scope and fee. References all provided positive feedback. Additionally, Westwood also has favorable experience working with D. L. Meacham.

Financial Summary

Funds were budgeted for this project in the 2023 - 2024 budget cycle and capital funds are available.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to award a bid for Matthew's Park Improvements to D. L. Meacham for an amount not to exceed \$445,010.00.

BID TABULATION
Matthews Park
R0047351
7/24/2024

No.	Description	Quantity	Unit	ALCC dba Perfect Finish		DL Meacham		Pace Construction Services, LLC		Ratliff Hardscape	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization of personnel, equipment, and supplies to and from the project site	1	LS	\$ 23,810.00	\$ 23,810.00	\$ 24,460.00	\$ 24,460.00	\$ 30,000.00	\$ 30,000.00	\$ 50,013.00	\$ 50,013.00
2	Traffic Control	1	LS	1,250.00	1,250.00	1,730.00	1,730.00	1,500.00	1,500.00	8,750.00	8,750.00
3	Furnish and place Project Sign	1	EA	1,310.00	1,310.00	2,710.00	2,710.00	1,500.00	1,500.00	1,500.00	1,500.00
4	Install, maintain, and remove Temporary Erosion, Sedimentation, and Storm Water Pollution Prevention devices	1	LS	2,485.00	2,485.00	1,080.00	1,080.00	4,000.00	4,000.00	5,000.00	5,000.00
5	General Site Preparation around site	1	LS	6,395.65	6,395.65	15,500.00	15,500.00	17,500.00	17,500.00	10,000.00	10,000.00
6	Furnish and Install Landcape Structures 5-12 PlayBooster Structure complete and in place	1	EA	178,241.25	178,241.25	164,690.00	164,690.00	158,000.00	158,000.00	178,242.00	178,242.00
7	Furnish and Install Landscape Structures 5-12 Area Freestanding Play, complete, in place	3	EA	4,299.00	12,897.00	3,970.00	11,910.00	4,200.00	12,600.00	12,895.00	38,685.00
8	Furnish and Install Landscape Structures Swing, complete in place	1	EA	15,455.00	15,455.00	14,280.00	14,280.00	15,000.00	15,000.00	15,455.00	15,455.00
9	Furnish and Install Landscape Structures We Go Round Spinner, complete in place	1	EA	67,096.30	67,096.30	62,000.00	62,000.00	61,000.00	61,000.00	67,097.00	67,097.00
10	Furnish and Install Landscape Structure Climber Set, complete in place	1	EA	42,721.25	42,721.25	39,470.00	39,470.00	39,000.00	39,000.00	42,722.00	42,722.00
11	Furnish and Install TDLR Approved Fall Surfacing, complete and in place	6700	SF	10.30	69,010.00	9.50	63,650.00	10.50	70,350.00	31.00	207,700.00
12	Furnish and Install 4" thick concrete sidewalk, complete and in place	500	SF	7.03	3,515.00	9.80	4,900.00	22.00	11,000.00	7.00	3,500.00
13	Furnish and Install Playground Handicap Ramp, complete in place	3	EA	1,367.00	4,101.00	1,670.00	5,010.00	3,300.00	9,900.00	3,125.00	9,375.00
14	Furnish and Install 6" Concrete Curb, and in place	600	LF	13.25	7,950.00	15.60	9,360.00	22.00	13,200.00	82.00	49,200.00
15	Remove and Reinstall Existing Security fence, complete and in place	1	LS	2,679.00	2,679.00	4,440.00	4,440.00	7,500.00	7,500.00	6,563.00	6,563.00
16	Furnish, Install, and Remove Tree Protection Fencing, complete and in place	560	LF	2.03	1,136.80	3.00	1,680.00	5.00	2,800.00	2.50	1,400.00
17	Install Bermuda Sod grass, complete and in place	6200	SF	0.69	4,278.00	1.00	6,200.00	2.00	12,400.00	1.57	9,734.00
18	Furnish, Install, and Remove Temporary Irrigation, complete and in place	1	LS	6,395.60	6,395.60	11,940.00	11,940.00	2,750.00	2,750.00	6,519.00	6,519.00
					-		-		-		-
					-		-		-		-
				TOTAL BASE BID	\$ 450,726.85	TOTAL BASE BID	\$ 445,010.00	TOTAL BASE BID	\$ 470,000.00	TOTAL BASE BID	\$ 711,455.00

BID TABULATION
Matthews Park
R0047351
7/24/2024

No.	Description	Quantity	Unit	ALCC dba Perfect Finish		DL Meacham		Pace Construction Services, LLC		Ratliff Hardscape	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
ALTERNATE 1				ALTERNATE 1		ALTERNATE 1		ALTERNATE 1		ALTERNATE 1	
				-		-		-		-	
				-		-		-		-	
TOTAL ALT. 1 BID				-	TOTAL ALT. 1 BID	-	TOTAL ALT. 1 BID	-	TOTAL ALT. 1 BID	-	
BASE BID					\$ 450,726.85		\$ 445,010.00		\$ 470,000.00		\$ 711,455.00
TOTAL ALTERNATE BID					\$ -		\$ -		\$ -		\$ -
TOTAL BID					\$ 450,726.85		\$ 445,010.00		\$ 470,000.00		\$ 711,455.00

 Denotes math error or difference from total bid stated on proposal

August 14, 2024
R0047351.00

Mr. Charles Kreidler

City Manager

CITY OF AUBREY

107 South Main Street

Aubrey, Texas 76227

Re: **Matthew's Park**
Recommendation of Award
Aubrey, Denton County, Texas

Dear Mr. Kreidler:

BID RESULTS

Attached is the Bid Tabulation for the bids received July 24, 2024 for the referenced project for your use.

The lowest of four bids received was from D. L. Meacham. Based on the estimated quantities in the Bid Proposal and the unit prices bid by D. L. Meacham, the total amount of the bid for contract award is \$445,010.00.

CONTRACTOR QUALIFICATIONS

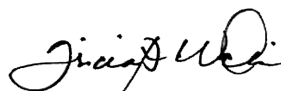
D. L. Meacham provided a list of experience and references for this project with similar scope and fee. Westwood also has favorable experience working with D. L. Meacham in an other office location and commented they provide great work and coordination.

RECOMMENDATION

Based on the information we have received to date, we see no reason not to award the contract for the referenced project to D. L. Meacham, as lowest responsive and responsible bidder for the Bid amount of \$445,010.00.

Should you have any questions about the information contained herein, please do not hesitate to call.

Sincerely,



Tricia A. Woliver, PLA

taw/
R0047351.00_Recommendation of Award

Attachments:
Bid Tabulation



City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Approve a Professional Engineering Services Agreement with Birkhoff, Hendricks and Carter for the design of a 0.5 MG Ground Storage Tank and a 1.5 MGD Pump Station at the existing Faulkner Pump Station Site for an amount not to exceed \$338,400 and authorize the City Manager to execute any necessary documents.

Staff Contact

Leanne Wilson, Director of Public Works and Development Services

lwilson@aubreytx.gov

Summary

This project is for the design, bidding and construction administration services for a new 0.5 Million Gallon Ground Storage Reservoir and 1.5 MGD High Service Pump Station at the Faulkner Water Pump Station Site. The project includes design of necessary equipment including: pump station and yard piping sized for the build-out capacity pump station, on-site emergency power generator and automatic transfer switch, modifications to the existing disinfection facilities, discharge meters and site improvements.

The project also includes design of discharge water lines connecting to the existing 0.5 MG Faulkner Elevated Tank and proposed Water Line Extension W.5 on Dane Street.

Financial Summary

This is a capital improvement project that will be partially funded through impact fees and water system expansion bonding.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve a Professional Engineering Services Agreement with Birkhoff, Hendricks and Carter for an amount not to exceed \$338,400, and authorize the City Manager to execute the agreement.

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

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

The City desires to engage the services of the Engineer to complete engineering design provide bidding and construction administration services and provide surveying services for the

Faulkner Water Facilities 0.5 MG Ground Storage Tank and 1.5 MGD Pump Station

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

I. Employment of the Engineer

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

II. Scope of Services

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

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

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information To Be Provided By The City

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

VI. Insurance

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

VII. Assignment and Subletting

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

VIII. Contract Termination

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

IX. Engineer's Opinion of Cost

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

X. Construction

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

XI. Ownership of Documents

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

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

XII.Complete Contract

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

XIII. Mailing of Notices

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

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

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

Gary C. Hendricks, P.E., R.P.L.S.
Birkhoff, Hendricks & Carter, L.L.P.
11910 Greenville Ave., #600
Dallas, Texas 75243
Phone: (214) 361-7900
Email: ghendricks@bhcllp.com

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

XIV. Texas Board of Professional Engineers & Land Surveying Contact Information

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

XV. Contract Amendments

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

XVI. Effective Date

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

WITNESS OUR HANDS AND SEALS on the date indicated below.

CITY OF AUBREY, TEXAS

A Texas Home-Rule Municipal Corporation

By: _____
Charles Kreidler, City Manager

Date: _____

ATTEST:

By: _____

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

A Texas Limited Liability Partnership

Texas Board of Professional Engineers & Land Surveys

Engineering Firm No. 526 Land Surveying Firm No. 100318-06

Gary C. Hendricks, P.E., R.P.L.S.

By: _____
Gary C. Hendricks, P.E., R.P.L.S.

Date: August 21, 2024

Reviewed By: _____
Andrew Mata, P.E., Alt. Managing Partner

Digitally signed by Gary C. Hendricks, P.E., R.P.L.S.
DN: C=US, E=ghendricks@bhclip.com, O="Birkhoff,
Hendricks & Carter, LLP", CN="Gary C. Hendricks,
P.E., R.P.L.S."
Location: Dallas, TX
Reason: I am the author of this document
Contact Info: 214.769.5705
Date: 2024.08.21 15:25:28-05'00'

EXHIBIT “A”

ENGINEERING SERVICES

Faulkner Water Facilities

0.5 MG Ground Storage Tank and 1.5 MGD Pump Station

GENERAL PROJECT DESCRIPTION:

Design, Bidding and Construction Administration Services for the new 0.5 Million Gallon Ground Storage Reservoir and 1.5 MGD High Service Pump Station at the Faulkner Water Facilities Site. The project includes design of necessary appurtenance including: pump station and yard piping sized for the build-out capacity pump station, on-site emergency power generator and automatic transfer switch, modifications to the existing disinfection facilities, discharge meter and site improvements. The project also includes design of discharge water lines connecting to the existing 0.5 MG Faulkner Elevated Tank and proposed Water Line Extension W.5 in Dane Street.

EXHIBIT “B” shows the Conceptual Project Layout as currently envisioned.

BASIC ENGINEERING SERVICES (LUMP SUM)

I. DESIGN PHASE (Lump Sum)

Prepare construction plans, specifications, and bidding documents for one new

1.5 MGD Pump Station

- 1) Pump station building will include electrical and pump room. Three (3) pumps and motors with a combined capacity of 1.5 MGD will be located inside the pump building with the suction header pipe located outside. The combined Pump and Electrical Room is expected to be approximately 25-feet x 60-feet.
- 2) Pump selection will be based on hydraulics of the system.
- 3) Design of discharge meter station into the distribution system.
- 4) Design and sizing of discharge and suction piping. The GSR Supply Line piping will connect to the discharge of the existing 500 GPM Faulkner Ground Water Well and included connections to and modifications of the existing disinfection system. Pump suction piping will include connection to ground storage reservoir. A 12” diameter discharge line will include will extend approximately 120 feet to the existing water distribution system in Dane Street.
- 5) New RTU for the pump station along with communications will be included. Provisions will include modifications to HMI software for the pump station, ground storage, standby generator and meters.

- 6) Pump Station design will include civil design, structural design, mechanical design, electrical design and architectural design. Electrical room will be conditioned space and the pump room will be forced ventilation. Architecturally, the building will have a pitched metal roof and stone facade.
- 7) Work with electrical supplier to size required electric service to the site.
- 8) Formulate Engineers' Opinion of Probable Construction Cost.
- 9) Submit three sets of preliminary plans to the City for review. Plans will be completed on 11" x 17" sheets and electronic file on PDF file format.
- 10) Meet with the City to discuss preliminary plans.

0.5 Million Gallon Ground Storage Reservoir No. 1

Preparation of plans, specifications and bidding documents for a 0.5-million gallon AWWA D110, Prestressed Concrete Ground Storage Reservoir with a 40-foot side water depth and based on the following items:

- 1) Specifications based on following standards:
 - ▷ American Water Works Association (AWWA)
 - ▷ American National Standards Institute (ANSI)
 - ▷ American Society of Testing Materials (ASTM)
 - ▷ National Sanitation Foundation (NSF)
 - ▷ American Concrete Institute (ACI)
- 2) Tank Accessories to include the following:

▷ Pipe Connections	▷ Roof Hatches
▷ Over Flow	▷ Vent
▷ Drain	▷ Level Monitoring
▷ Tank Ladders	▷ Sample Port

FINAL DESIGN PHASE (Pump Station and Ground Storage Reservoir)

- 1) Prepare cover sheet, location map and index sheet.
- 2) Revise preliminary plans for groundwater well, pump station, ground storage and meter station improvements incorporating comments from the City.
- 3) Finalize construction plans, specifications and bidding documents.
- 4) Prepare erosion control plan.
- 5) Design appurtenances such as special connections, details, etc.
- 6) Preparation of Standard and Special Details.

- 7) Prepare final quantity take-off and prepare opinion of probable construction cost based on final plans.
- 8) Submit three sets and an electronic PDF file set of final bid documents including bid proposal forms, construction plans, specifications, and contract documents for City's review.
- 9) Submit plans to TCEQ for their review and comment.

II. BIDDING PHASE (Lump Sum)

- 1) Assist the City staff in advertising for bids. This will include uploading the bidding documents to the CivCast online public bidding platform. City will have Notice published in local newspaper at City's cost.
- 2) Provide bidding documents to City of Aubrey.
- 3) The Engineer will prepare addenda to answer questions of the plans and specifications. The Engineer will provide the City and bidders with sealed, signed and dated addenda. Questions must be submitted by potential bidders a minimum of 72-hours before the bid opening. All addenda shall be posted a minimum of 24-hours before the bid opening.
- 4) Assist during opening of bids and provide bidding tally sheets.
- 5) Provide bid tabulation, in PDF format, to City and Contractors who submitted bids.
- 6) Review submittal material and check if requested information was submitted at the time of bid.
- 7) Obtain experience records and references from the apparent low bidder. Check references of the apparent low bidder.
- 8) Formulate opinion from information received and provide the City. Provide the City a recommendation for award of construction contract.

III. CONSTRUCTION PHASE (Lump Sum)

- 1) Attend the Pre-Construction Conference, including preparing an agenda.
- 2) Attend up to five (5) coordination meetings with the Subconsultant and the Contractor, and City representatives to discuss strategy, problem areas, progress, and other coordination matters.
- 3) Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the

Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents. Review of shop drawings will be completed by review of electronic PDF files provided by the Contractor.

- 4) Provide written responses to requests for information or clarification to City or Contractor.
- 5) Prepare and process routine change orders for this project as they pertain to the original scope of work.
- 6) Prepare monthly pay request from information obtained from Contractor and/or City Inspector, if requested by the City.
- 7) Accompany the City during their final inspection of the project.
- 8) Recommend final acceptance of work based on information from the on-site representative.
- 9) Utilizing on-site representative and Contractor construction record information, prepare one set of reproducible record drawings and provide an electronic copy in PDF format.

IV. ADDITIONAL SERVICES (Hourly Fee)

- A. Field Survey: Topographic and Boundary Confirmation Surveys
- B. Geotechnical Investigations and Report: Subsurface geotechnical investigations and engineering analysis and recommendations for the ground storage tank and pump station foundations; and allowable bearing pressures for underground vaults and equipment pads.
- C. Reproduction: Printing of documents for review, permitting and construction.
- D. Preparation of Construction Record Drawing: After award of contract, furnish eight sets of prints of the final plans, specifications and contract documents to the City for construction use by the City and Contractor.

V. Terms and Conditions For Electronic File Transfers

Electronic files are transmitted on the terms and conditions below:

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

- A. The electronic files are compatible with the following software packages operating on a PC using Windows operating systems:
 - Autocad Civil 3D 2021 , Civil 3D 2017
 - Innovyse InfoWater Pro 3.0 with ESRI Arc Pro 2.7
 - Innovyze InfoSewer Pro 7.6 with ESRI Arc Map 10.5

- MS Office 365
 - Bluebeam Revu (PDF) Ver 10 - Ver 2020
- B. Birkhoff, Hendricks & Carter, L.L.P. does not make any warranty as to the compatibility of these files beyond the specified release of the above stated software.
- C. Because data stored on electronic media can deteriorate undetected or be modified, Birkhoff, Hendricks & Carter, L.L.P. will not be held liable for completeness or correctness of electronic media.
- D. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, Birkhoff, Hendricks & Carter, L.L.P.'s hard copy file will govern in all cases.
- E. Electronic files may only be modified in accordance with the Texas Engineering Practice Act for modifying another Engineer's design.

VI. Exclusions

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Certification that work is in accordance with plans and specifications.
- B. Consulting services by others not included in Scope of Services.
- C. Contractor's means and methods.
- D. Environmental cleanup.
- E. Environmental impact statements and assessments.
- F. Fees for permits.
- G. Fees for publicly advertising the construction project.
- H. Fiduciary responsibility to the Client.
- I. On-site construction safety precautions, programs and responsibility (Contractor's responsibility).
- J. Phasing of Contractor's work.
- K. Quality control and testing services during construction.
- L. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans).
- M. Trench safety designs.

EXHIBIT "B"

CONCEPTUAL PROJECT LAYOUT AND SCOPE

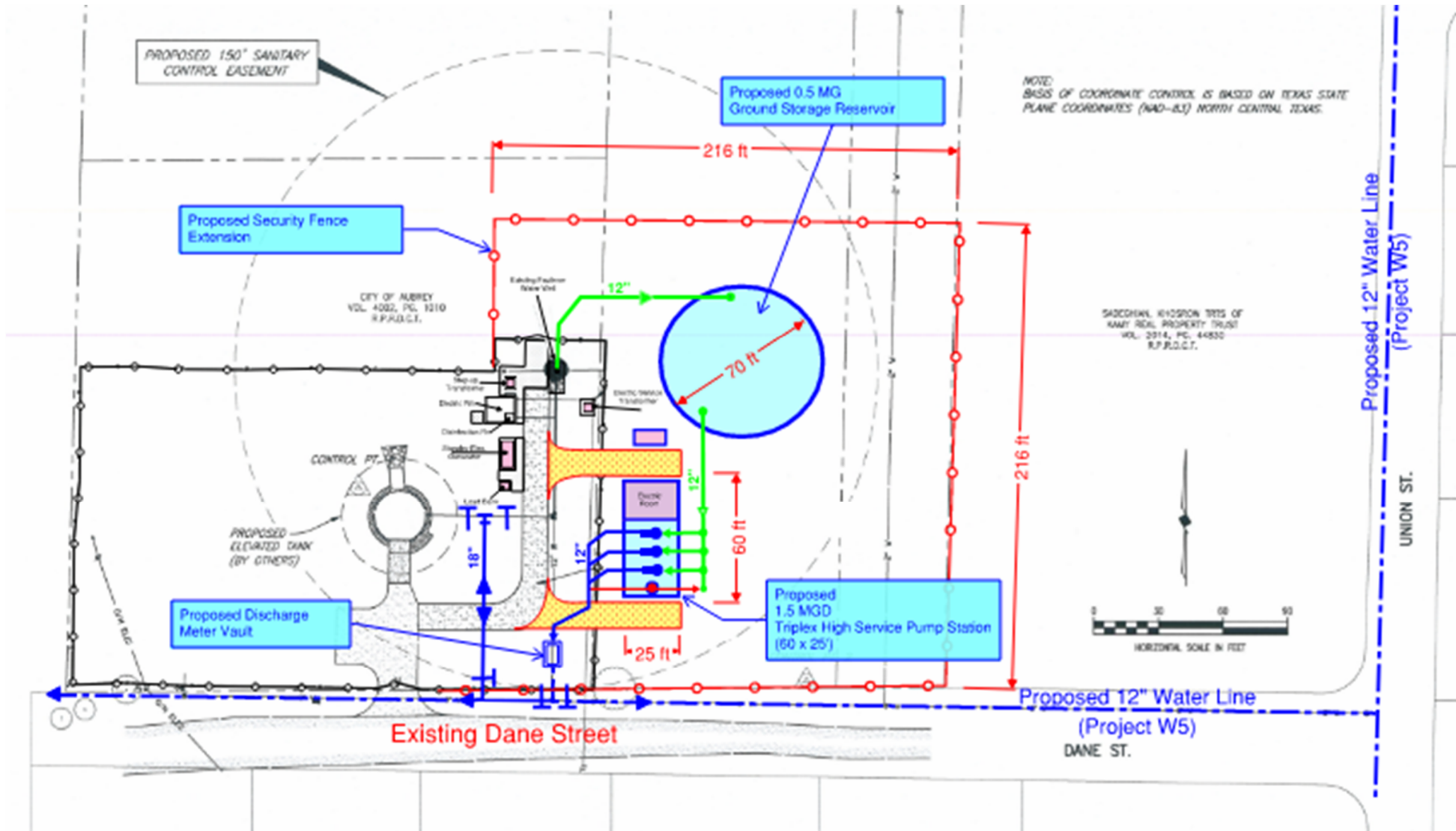
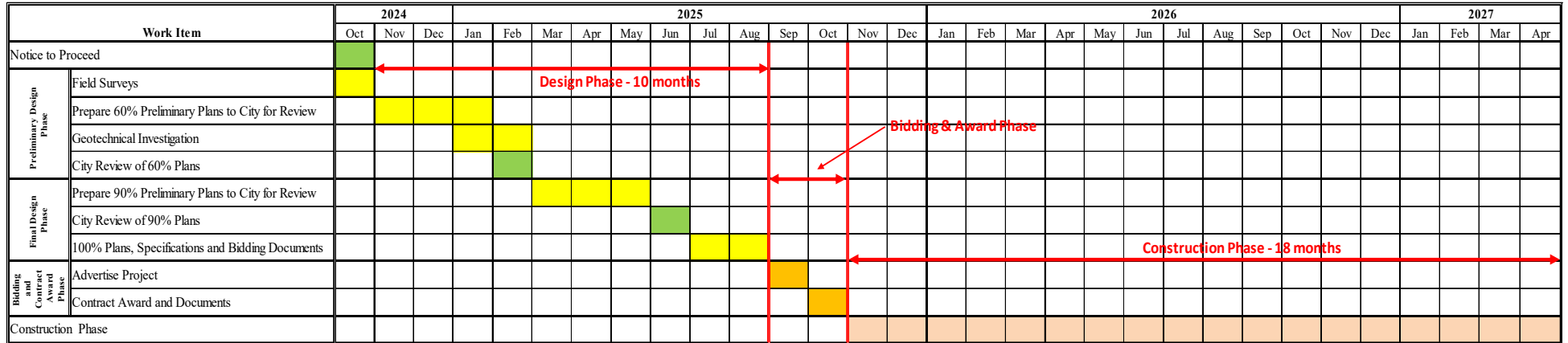


EXHIBIT “C”

COMPLETION SCHEDULE



Schedule Chart Color Legend

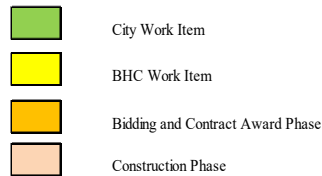


EXHIBIT “D”

PAYMENT SCHEDULE

Payment for basic engineering services described under Parts I, II and III, shall be in the lump sum amount of \$317,000 in accordance with the basic engineering services schedule below.

Payment for Additional Services described under Part IV shall be on the basis of salary cost times a multiplier of 2.45 for time expended on the task. Field survey crew shall be based on \$195.00 per hour, inclusive of all equipment rentals and software licensing; plus mileage charge at the IRS established rate. Expenses shall be at invoice cost times a multiplier of 1.15.

The maximum overall fee shall not be exceeded **\$338,400** without written authorization from the City, based on increased scope of services.

The following is a summary of the schedule of charges for the various elements of the proposed services:

Basic Engineering Design Services (Lump Sum Fee)	Part I - Design Phase Services	\$259,900
	Part II - Bidding Phase Services	\$8,000
	Part III - Construction Administration Phase Services	\$49,100
	Total Basic Services Fee:	\$317,000

Part IV- Additional Services (Hourly Fee)	A. - Field Surveys	\$ 3,400
	B. - Geotechnical Investigations and Report	\$ 15,000
	C. - Reproduction Expense	\$ 1,500
	D. - Construction Record Drawings	\$ 1,500
	Total Additional Services Fees:	\$ 21,400

Invoices shall be submitted monthly by the Engineer and itemized in accordance with the payment schedules above. Payment is due within thirty days (30) days upon receipt. Each monthly invoice shall be accompanied by the Monthly Progress Report as outlined in Article IV of this agreement.



City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Approve a Professional Engineering Services Agreement with Birkhoff, Hendrick and Carter for the design of the Pecan Creek Sewer Lift Station Expansion and Parallel Force Main for an amount not to exceed \$685,600.00 and authorize the City Manager to execute any necessary documents.

Staff Contact

Leanne Wilson, Director of Public Works and Development Services

lwilson@aubreytx.gov

Summary

This project is the extension of the City of Aubrey's sanitary sewer collection system and generally consist of two Project Phases.

Project A: Construction of a second, parallel wet well at the Pecan Creek Lift Station, including three (3) estimated 125 HP submersible wastewater pumps, all discharge piping, valve vault, new electrical building and motor control center, emergency standby generator and all necessary appearances. The expansion is expected to increase the lift station capacity from 4.0 mgd at the existing wet well to approximately 8.5 mgd with the new parallel wet well and triplex pumps. The final lift station design capacity will be based on the findings and recommendation based on City of Aubrey's commitments to new developments in the service area, and availability of capacity in the downstream gravity trunk sewer.

Project B: Construction of approximately 8,800 linear feet of 16-inch force main in the existing easement along the north right of way line of F.M. 428 (Springhill Road) and parallel to the existing 14- inch force main, from the Pecan Creek Lift Station site to the force main termination junction box on the west side of US Highway 377 at Springhill Road.

Financial Summary

This is a capital improvement project that will be partially funded through impact fees, developer contributions and 2024 bonds.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve a Professional Engineering Services Agreement with Birkhoff, Hendrick and Carter for the

design of the Pecan Creek Sewer Lift Station Expansion and Parallel Force Main for an amount not to exceed \$685,600.00, and authorize the City Manager to execute the agreement.

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

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

The City desires to engage the services of the Engineer to complete engineering design provide bidding and construction administration services and provide surveying services for the

Project A: Pecan Creek Lift Station Expansion to 8.5 MGD Capacity

Project B: FM 428 16" Diameter Parallel Force Main

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

I. Employment of the Engineer

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

II. Scope of Services

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

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

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information To Be Provided By The City

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

VI. Insurance

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

VII. Assignment and Subletting

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

VIII. Contract Termination

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

IX. Engineer's Opinion of Cost

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

X. Construction

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

XI. Ownership of Documents

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

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

XII. Complete Contract

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

XIII. Mailing of Notices

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

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

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

Gary C. Hendricks, P.E., R.P.L.S.
Birkhoff, Hendricks & Carter, L.L.P.
11910 Greenville Ave., #600
Dallas, Texas 75243
Phone: (214) 361-7900
Email: ghendricks@bhcllp.com

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

XIV. Texas Board of Professional Engineers & Land Surveying Contact Information

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

XV. Contract Amendments

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

XVI. Effective Date

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

WITNESS OUR HANDS AND SEALS on the date indicated below.

CITY OF AUBREY, TEXAS

A Texas Home-Rule Municipal Corporation

By: _____
Charles Kreidler, City Manager

Date: _____

ATTEST:

By: _____

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

A Texas Limited Liability Partnership

Texas Board of Professional Engineers & Land Surveys

Engineering Firm No. 526 Land Surveying Firm No. 100318-06

By: _____
Gary C. Hendricks, P.E., R.P.L.S.

Date: 09/03/2024

Reviewed By: _____
Justin Ivy, P.E., Partner

EXHIBIT “A”

ENGINEERING SERVICES

Project A: Pecan Creek Lift Station Expansion to 8.5 MGD Capacity

Project B: FM 428 16” Parallel Force Main

General Project Description

This project is the extension of the City of Aubrey’s sanitary sewer collection system and generally consist of:

Project A:

Construction of a second, parallel wet well at the Pecan Creek Lift Station, including three (3) estimated 125 HP submersible wastewater pumps, all discharge piping, valve vault, new electrical building and motor control center, emergency standby generator and all necessary appearances. The expansion is expected to increase the lift station capacity from 4.0 mgd at the existing wet well to approximately 8.5 mgd with the new parallel wet well and triplex pumps.

The final lift station design capacity will be based on the findings and recommendation based on City of Aubrey’s commitments to new developments in the service area, and availability of capacity in the downstream gravity trunk sewer. A general location map and conceptual layout of the Pecan Creek Lift Station Expansion is shown on **Exhibit B-1**.

Project B:

Construction of approximately 8,800 linear feet of 16-inch force main in the existing easement along the north right of way line of F.M. 428 (Springhill Road) and parallel to the existing 14-inch force main, from the Pecan Creek Lift Station site to the force main termination junction box on the west side of US Highway 377 at Springhill Road. A project location map and general project route is shown on **Exhibit B-2**.

This scope of services anticipates Project A and Project B will be designed, bid and constructed as separate projects.

Part I Design Phase (Project A and B)

- A. Prepare construction plan cover sheet with location map and sheet index.
- B. Prepare site plan sheets for the Pecan Creek Station Expansion

- C. Prepare section of existing wet well and valve vault piping.
- D. Prepare section of proposed wet well and valve vault piping improvements.
- E. Prepare electrical drawings for the Pecan Creek Lift Station Expansion. Electrical drawings shall include:
 - 1. One Line Diagrams
 - 2. Motor Control Center Sections
 - 3. Electrical Schedules
 - 4. Control Schematics
 - 5. Lift Station Electrical Room Plan
 - 6. Control Block Diagram
 - 7. Electrical Standard Details Related to Project
- F. Coordinate with electric service provider to confirm transformer requirements and existing service.
- G. Structural design for parallel wet well and foundation design for the standby emergency generator and load bank to be completed by structural engineering sub-consultant Ronald A. Roberts Associates, Inc.
- H. Prepare plan-profile construction plans sheets for the 16-inch parallel force main.
- I. Prepare parallel force main system curve and Pecan Creek Lift Station pump system curves showing existing pumps and proposed pumps with combined pumping capacity for various pump combinations.
- J. Prepare updated Hydraulic Profile of the parallel force main system.
- K. Prepare preliminary bid schedule, specifications and contract documents using NCTCOG Standard Specifications as the base.
- L. Submit two sets of 30%, 60% and 90% review plans (11-inch x 17-inch sheet size) and specifications for City review. All paper submittals shall be also submitted in duplicate via electronic file format (Adobe Acrobat file format or equal)
- M. Attend 30%, 60% and 90% design review meeting with the City to discuss the City's comments.
- N. Revise and finalize 90% plan sheets and technical specifications, incorporating City comments.
- O. Prepare final quantity take-off and formulate opinion of probable construction cost based on final plans.

- P. Prepare final bid documents including bid proposal forms, construction contract documents, construction plans and technical specifications.
- Q. Conduct quality assurance and quality control review of the construction plans and specifications prior to advertising the project for bidding.
- R. Submit final bid documents including bid proposal forms, construction plans, specifications, and contract documents to the City.

Part II: Bidding Phase (Project A and B):

Note:

The scope and fee in this agreement anticipates that Project A and Project B will be bid and constructed as separate projects.

- A. Assist the City staff in advertising for bids. This will include e-mailing “Notice to Contractors” to contractors experienced in this type of construction. City will have Notice published in local newspaper at City’s cost.
- B. Prepare and issue routine addenda as required
- C. Publishing the plans and bidding documents on the City’s chosen electronic bidding platform. CivCast is the current platform utilized by the City.
- D. Provide bidding documents to City of Aubrey
- E. Assist during opening of bids and provide bidding tally sheets.
- F. Complete tabulation of bids received.
- G. Provide bid tabulation, in PDF format, to City and Contractors who submitted bids.
- H. Obtain the following information from the lowest bidder:
 - 1. Past work history
 - 2. Physical resources to produce the project.Formulate opinion from information received and provide to the City at their request, a recommendation for award of a construction contract
- I. Facilitate processing and distribution of contract documents for Contractor and City execution.
- J. After award of contract, furnish ten sets of conformed plans and specifications to the City for construction use by the City and Contractor.

Part III: Construction Phase (Project A and B)

Note:

The scope and fee in this agreement anticipates that Project A and Project B will be bid and constructed as separate projects.

- A. Attend the Pre-Construction Conference, including preparing an agenda.
- B. Attend coordination meetings with contractor, quality control personnel, and City representatives as required to discuss strategy, problem areas, progress, and other coordination matters (six meetings are included).
- C. Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents. Review of shop drawings will be completed by review of electronic PDF files provided by the Contractor.
- D. Provide written responses to requests for information or clarification to City or Contractor.
- E. Prepare and process routine change orders for this project as they pertain to the original scope of work.
- F. Prepare monthly pay request from information obtained from Contractor and/or City Inspector, if requested by the City.
- G. Accompany the City during their final inspection of the project.
- H. Recommend final acceptance of work based on information from the on-site representative.

Part IV: Additional Services (Project A and B)

A. Survey for Design, Property and Construction

Design Survey to include topography, utility markings, fences, establish control for project, setting temporary benchmarks. Property surveying includes locating monuments (iron rods, right-of-way monuments, pipes, fence posts). Construction surveying includes re-establishing survey points control prior to construction.

B. Geotechnical Evaluation and Report

Field sampling of sub-surface soil conditions along the project route at an interval necessary to support design of the new wet well, valve vault, electric room foundation and emergency standby generator pad. Preparation of a geotechnical evaluation report categorizing the sub-surface conditions and making recommendations for backfill compaction. This work will be performed by our geotechnical sub-consultant yet to be identified.

C. Project Administration Expenses

This item includes miscellaneous project expenses including printing and reproduction expense, mileage expense and meeting expenses.

D. Construction Record Drawings

Utilizing on-site representative and Contractor construction record information, consultant will prepare one set of 22"x 34" reproducible record drawings and one set of electronic files in PDF, GIS and ACAD file formats.

Part V: Exclusions (Projects A and B)

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Certification that work is in accordance with plans and specifications.
- B. Consulting services by others not included in Scope of Services.
- C. Contractor's means and methods.
- D. Environmental cleanup.
- E. Environmental impact statements and assessments.
- F. Fees for permits.
- G. Fees for publicly advertising the construction project.

- H. Fiduciary responsibility to the Client.
- I. Legal services in connection with easements and easement acquisition.
- J. On-site construction safety precautions, programs and responsibility (Contractor's responsibility).
- K. Phasing of Contractor's work.
- L. Quality control and testing services during construction.
- M. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans).
- N. Trench safety designs.

EXHIBIT “B-1”

PROJECT A – PECAN CREEK LIFT STATION EXPANSION

General Conceptual Layout

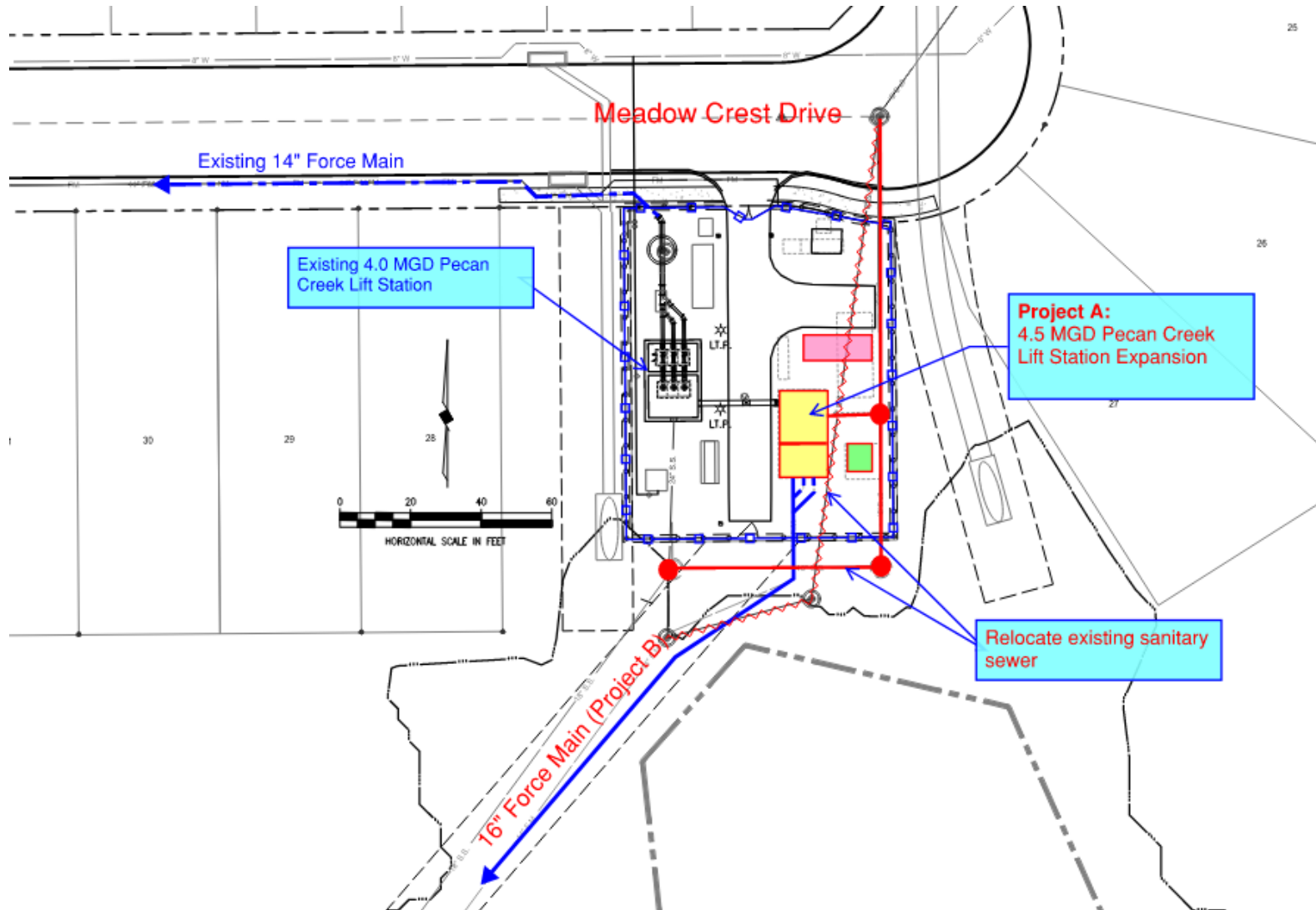


EXHIBIT “B-2”

PROJECT B – FM 428 16” Force Main

General Conceptual Layout

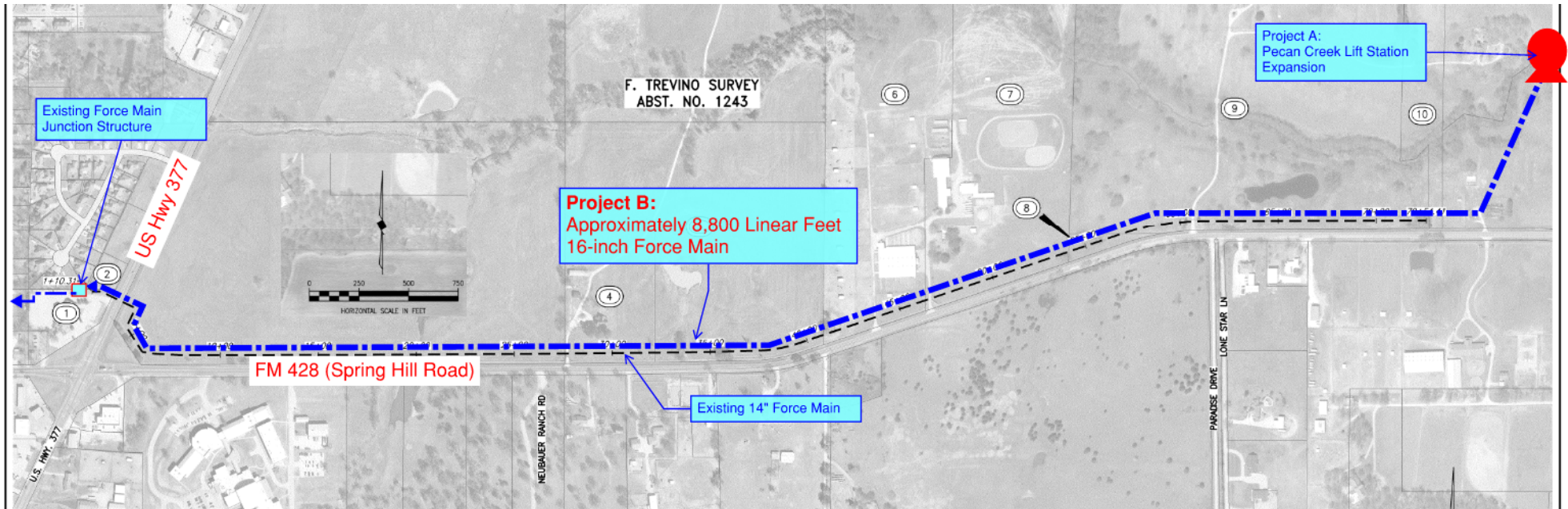
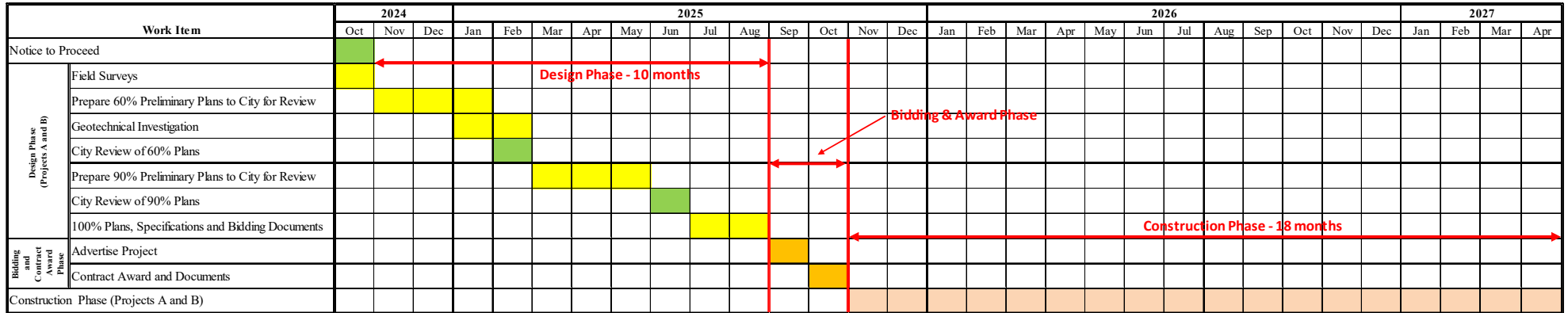


EXHIBIT “C”

COMPLETION SCHEDULE



Schedule Chart Color Legend

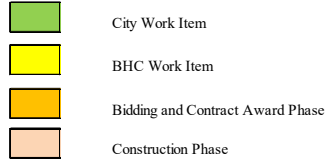


EXHIBIT “D”

PAYMENT SCHEDULE

Payment for basic engineering services for Project A and Project B as described under Parts I, II and III, shall be in the lump sum amount of **\$648,800** in accordance with the basic engineering services schedule below.

Payment for Additional Services for Projects A and B as described under Parts IV shall be on the basis of salary cost times a multiplier of 2.45 for time expended on the task. Field survey crew shall be based on \$195.00 per hour, inclusive of all equipment rentals and software licensing; plus mileage charge at the IRS established rate. Expenses shall be at invoice cost times a multiplier of 1.15. On that basis, the total fee for Part IV Additional services shall not exceed **\$36,800** in accordance with the Additional Services Schedule below.

The maximum overall fee shall not exceed **\$685,600** without written authorization from the City, based on increased scope of services.

The following is a summary of the schedule of charges for the various elements of the proposed services:

		Project A Pecan Creek Lift Station Expansion	Project B 16" Parallel Force Main	Fee Total (Project A + B)
Basic Engineering Design Services (Lump Sum Fee)	Part I - Design Phase Services	\$379,700	\$153,000	\$532,700
	Part II - Bidding Phase Services	\$8,000	\$7,000	\$15,000
	Part III - Construction Administration Phase Services	\$71,800	\$29,300	\$101,100
	Total Basic Services Fee:	\$459,500	\$189,300	\$648,800
Part IV- Additional Services (Hourly Fee)	A. - Field Surveys	\$ 3,400	\$8,150	\$11,550
	B. - Geotechnical Investigations and Report	\$ 15,000	\$5,000	\$20,000
	C. - Miscellaneous Project Expenses	\$ 1,500	\$750	\$2,250
	D. - Construction Record Drawings	\$ 1,500	\$1,500	\$3,000
	Total Additional Services Fees:	\$ 21,400	\$ 15,400	\$ 36,800
Total Engineering Fee Not to Exceed Amount:		\$480,900	\$204,700	\$685,600

Invoices shall be submitted monthly by the Engineer and itemized in accordance with the payment schedules above. Payment is due within thirty days (30) days upon receipt. Each monthly invoice shall be accompanied by the Monthly Progress Report as outlined in Article IV of this agreement.



City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Approve a Professional Engineering Services Agreement Amendment with Birkhoff, Hendricks and Carter for the Rockhill Water Pump Station Improvements for an amount not to exceed \$559,633 and authorize the City Manager to execute any necessary documents.

Staff Contact

Leanne Wilson, Director of Public Works and Development Services

lwilson@aubreytx.gov

Summary

This project is a redesign of the Phase 2A, 0.75 MGD Groundwater Well project, dated July 29, 2021. This project will be the replacement well for the existing well onsite that has failed. This Amendment makes changes to the original scope and fee including:

1. Hydraulic Groundwater Modeling: At the City's directive to replace the existing Rockhill Well with a larger well at the existing groundwater well at the Rockhill Pump Station site, the North Texas Groundwater Conservation District is requiring a hydraulic groundwater report for the larger replacement well. The original hydrogeologic subconsultant scope for the new well did not include the groundwater modeling as part of the new well application process.
2. Sanitary Control Easement A 150' radius control easement is required by the Texas Commission on Environmental Quality (TCEQ) for the new well location. At the City's direction, we are proposing to include two (2) additional easements from two property owners adjacent to the City's Rockhill Well property.

Financial Summary

This is a capital improvement project that will be partially funded through impact fees, developer contributions and 2024 bonds.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve a Professional Engineering Services Agreement Amendment with Birkhoff, Hendricks and Carter for the Rockhill Water Pump Station Improvements for an amount not to exceed \$559,633 and authorize the City Manager to execute the agreement.

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

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

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

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

September 4, 2024

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

Re: Phase 2A W4.1: 0.75 MGD Groundwater Well
Professional Engineering Services Agreement – Amendment No. 1

Dear Ms. Wilson:

We are pleased to submit this Amendment No. 1 to our Engineering Services Agreement (ESA Amendment 1) with the City of Aubrey for the redesign of the Phase 2A, 0.75 MGD Groundwater Well project, dated July 29, 2021. This Amendment makes the following changes to the original scope and fee.

1. **Hydraulic Groundwater Modeling:** At the City's directive to replace the existing Rockhill Well with a larger well at the existing groundwater well at the Rockhill Pump Station site, the North Texas Groundwater Conservation District is requiring a hydraulic groundwater report for the larger replacement well. The original hydrogeologic subconsultant scope for the new well did not include the groundwater modeling as part of the new well application process. The subconsultant's proposal is included at the end of this Amendment No. 1.
2. **Sanitary Control Easement** A 150' radius control easement is required by the Texas Commission on Environmental Quality (TCEQ) for the new well location. At the City's direction, we are proposing to include two (2) additional easements from two property owners adjacent to the City's Rockhill Well property. We are proposing the charge for these new services under this contract, utilizing funds from one part of the Agreement to another part of the Agreement within the Additional Services in Exhibit "C".

Change in Fee:

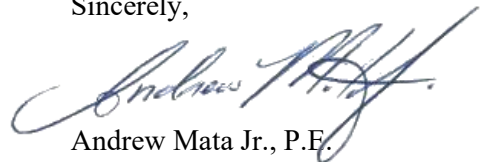
Exhibit No. 1 below illustrates the additional funds of \$18,000 to Basic Services Phase 100, for the hydraulic groundwater modeling now required, the credit for -\$6,000.00 from Additional Services Phase 1001, and \$6,000.00 to Additional Services Phase 900.

Exhibit No. 1 - Payment Schedule Rockhill Water Well Project

	Original Contract Amount	Amount Amendment No. 1	Total Revised Contract Amount
I. BASIC SERVICES			
Phase 100: Preliminary Design Phase	\$80,000	\$18,000	\$98,000
Phase 200: Design Phase	\$337,060	\$0	\$337,060
Phase 300: Bidding Phase	\$30,620	\$0	\$30,620
Phase 500: Construction Administration Phase	\$65,067	\$0	\$65,067
Total Amount: Basic Services (Parts II, III, & IV):	\$512,747	\$18,000	\$530,747
II. ADDITIONAL SERVICES			
Phase 800: Design, Boundary and Construction Surveys	\$5,886	\$0	\$5,886
Phase 1000: Geotechnical Evaluation & Report	\$10,000	\$0	\$10,000
Phase 900: Preparation of Easement Exhibit Document	\$0	\$6,000	\$6,000
Phase 2000: Printing of Plans and Specifications	\$1,500	\$0	\$1,500
Phase 1001: TxDOT, Railroad and Other 3rd Party Permit	\$10,000	-\$6,000	\$4,000
Phase 1002: Record Drawings	\$1,500	\$0	\$1,500
Total Amount: Additional Services (Part V):	\$28,886	\$0	\$28,886
TOTAL AMOUNT NOT TO EXCEED:	\$541,633	\$18,000	\$559,633

If this Amendment No. 1 to our Professional Engineering Services Agreement for the Phase 2A W4.1: 0.75 MGD Groundwater Well project, dated July 29, 2021, meets with your approval, please have it executed on behalf of the City of Aubrey and returned to our office.

Sincerely,



Andrew Mata Jr., P.E.

APPROVED BY THE CITY OF AUBREY, TEXAS

By: _____

Date: _____

Work Plan and Cost Estimate for City of Aubrey Rockhill Replacement Well Modeling Aubrey, Texas

1. Introduction

The purpose of this scope of work is to support Birkhoff, Hendricks & Carter L.L.P. (BHC) with completion of the Rockhill Replacement Well project by conducting hydrogeologic modeling required by the North Texas Groundwater Conservation District (NTGCD). Specifically, we will complete the items required under Sections D and E of the listed Hydrogeological Report Requirements of the NTGCD, as amended October 13, 2020.

2. Scope of Work

The scope of work is as follows:

1. Conduct analytical (Theis equation) modeling to evaluate drawdown at 24 hours, 30 days and one year, and provide figures of the simulated cone of depression as defined by the one-foot drawdown contour. The replacement well capacity is expected to be increased from 120 gallons per minute (gpm) to at least 300 gpm, and potentially 500 gpm. The drawdown modeling, therefore, will consider both well production rates of 300 and 500 gpm.
2. Confirm with the NTGCD the appropriate pumping rate to be considered for a replacement well. Since the existing well is already permitted, it is possible that only the additional well capacity (not the full well capacity) would need to be considered in the modeling.
3. Obtain the most recent list of existing registered wells in the vicinity of the Rockhill replacement well from BHC or NTGCD to consider drawdown effects.

4. Provide discussion of the proposed pumping amount in relation to the Modeled Available groundwater (MAG) and the impact of the proposed pumping on the Desired Future Condition (DFC) as required under item E of the Hydrogeological Report Requirements. To conduct this analysis we will obtain the most recent MAG simulation from the Texas Water Development Board.
5. Provide a completion report sealed by a Texas Professional Geoscientist.

3. Fee

DBS&A proposes to complete the scope of work on a time-and-materials basis for a cost not to exceed \$15,772 as outlined in the attached cost estimate. These costs are an estimated budget based on present knowledge of the assignment that is believed sufficient to cover the services described, but no guarantee is made or implied. Only actual costs incurred will be charged if costs are less than estimated, but estimated costs will not be exceeded without written approval.



City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Approve an Interlocal Agreement with the City of Krugerville for Fire and EMS services and authorize the Mayor to execute any necessary documents.

Staff Contact

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

Summary

In an effort to make our service agreements more uniform, we proposed an updated Interlocal Agreement to the City of Krugerville. This updated agreement has a 20-year initial term with automatic 5 year renewals. In the agreement we offer to provide all fire and ems services that we provide within our City. The current rate has not changed and annual increases will either be by consumer price index or budget increase percentage. All other provisions remained the same.

Financial Summary

There is no financial impact as the rate is unchanged.

Staff Recommended Action

Approve

Staff Recommended Motion

I move to approve the Interlocal Agreement with Krugerville for Fire and EMS services and authorize the Mayor to execute all necessary documents.

INTERLOCAL COOPERATION AGREEMENT FOR FIRE SERVICE

THIS AGREEMENT ("Agreement") is made by and between the City of Aubrey, a home-rule municipality of Denton County, Texas, hereinafter referred to as "**AUBREY**," and the City of Krugerville, a municipality of Denton County, Texas, hereinafter referred to as "**KRUGERVILLE**."

WHEREAS, KRUGERVILLE is a duly organized political subdivision of the State of Texas engaged in the administration of government and authorized to provide police services and related services for the benefit of the citizens of **KRUGERVILLE**; and

WHEREAS, KRUGERVILLE has requested, and **AUBREY** has agreed, to provide fire protection and emergency medical services for the residents of **KRUGERVILLE**; and

WHEREAS, AUBREY has a fire department recognized by the Texas Commission on Fire Protection of the State of Texas, and has, by a resolution of its governing body, been authorized to enter into this Agreement with **KRUGERVILLE** for **AUBREY** to provide fire services for the purpose of fire protection, emergency medical care, and other emergency services as described herein of the same nature that it provides within **AUBREY** to real and personal property and to persons located within the corporate boundaries of **KRUGERVILLE**, Denton County, Texas, and

WHEREAS, AUBREY and **KRUGERVILLE** mutually desire to be subject to the provisions of V.T.C.A., Government Code Chapter 791, the Interlocal Cooperation Act; and

WHEREAS, AUBREY and **KRUGERVILLE** are parties to an Interlocal Cooperation Agreement with an effective date of September 23, 2021 (the "Original Agreement"); and

WHEREAS, the Original Agreement is hereby terminated on September 30, 2024 and **AUBREY** and **KRUGERVILLE** desire to enter into this Agreement.

NOW, THEREFORE, AUBREY and **KRUGERVILLE**, for the mutual consideration hereinafter stated, agree, and understand as follows:

I. TERM

1.01 The effective date of this Agreement is October 1, 2024, ("Effective Date"). Once effective, this ILA shall remain in effect for twenty (20) years from the Effective Date (the Initial Term). This ILA shall automatically renew for successive five (5) year terms or until terminated in accordance with the termination provisions on Section 4.4.

II. FIRE SERVICE

2.01 **AUBREY** hereby agrees to provide **KRUGERVILLE** with Fire Service pursuant to this Agreement as entered into by each of the said municipalities under the authority of Chapter 791 of the Texas Government Code.

2.02 **AUBREY** and **KRUGERVILLE** each hereby agree that for and in consideration of the monies to be paid by **KRUGERVILLE**, as hereinafter set forth, **AUBREY** shall provide **KRUGERVILLE** and its citizens and property owners, through its fire department, with the services described below ("Fire Service"):

(a) Provide all fire services to **KRUGERVILLE** including but not limited to; firefighting, emergency medical care, rescue, technical rescue, fire prevention, public education, fire investigation and all resources and equipment, as defined and quantified in the annual budget and policies adopted by **AUBREY** at the same level and to the same degree as are provided to the citizens of **AUBREY**. The **AUBREY** Fire Department will manage the response time, priority of calls and the service provided by **AUBREY** for **KRUGERVILLE** in the same manner as within the city limits of **AUBREY**.

(b) Provide citizens and/or residents of **KRUGERVILLE** with the same access to **AUBREY's** Fire Chief, and employees as is provided to **AUBREY's** citizens and residents in relation to fire and ems activities.

(c) Whenever **AUBREY** or its Fire department is responding to a call within **KRUGERVILLE**, it shall operate under the personnel policies and department regulations applicable to firefighters operating within the territorial limits of **AUBREY**.

(d) **AUBREY** shall maintain records of response to emergency calls, including, but not limited to date, time, location, type of call and time to respond, and results, as well as records of other services provided such as inspections or public education events. **AUBREY** agrees to provide a monthly report to the **KRUGERVILLE** City Secretary by the 10th day of the month, following the end of the previous month. The report will include information about calls for service and a summation of other services provided during the reporting period. . Requests for data for a period earlier than one (1) year prior than the date the request is received shall be delivered as soon as reasonably feasible, but in no case later than thirty (30) days after **AUBREY's** receipt of the request. It is understood and acknowledged that **AUBREY** shall not be required to provide data and information relating to periods of time beyond **AUBREY's** standard records retention period for such data and/or information if such data and/or information has been deleted or destroyed in accordance with **AUBREY's** records retention policy. **KRUGERVILLE** shall not request, and **AUBREY** shall not provide, information or data deemed confidential by law.

2.03 Except as expressly set forth in this Agreement, **KRUGERVILLE** shall be under no obligation with respect to providing any firefighting or emergency medical equipment, or any other equipment incidental to the carrying out of this Agreement, and shall have no right, title, or interest in and to the firefighting or emergency medical equipment belonging to **AUBREY**, or its fire department.

2.04 Any firefighter or other fire department personnel who respond from **KRUGERVILLE** to an emergency or accident scene which is under control of **AUBREY**, or its fire department shall be governed by the rules, policies and regulations applicable to the firefighters of **AUBREY**, and any such persons shall exercise no authority, control or direction over any employee, agent, representative, peace officer or other emergency personnel or equipment of **AUBREY**.

2.05 KRUGERVILLE understands and agrees that AUBREY is not, and shall not, be required to purchase any additional equipment of any type or nature for firefighting or emergency purposes to comply with this Agreement except as specifically provided herein, and that if multiple accidents, dispatches, crimes, or other emergency calls occur within AUBREY and/or KRUGERVILLE so as to utilize all emergency equipment of AUBREY or its Fire department, that other cities under mutual aid agreements may be utilized to respond to such emergency calls and KRUGERVILLE releases AUBREY from all liability, if any, under such circumstances.

2.06 The Fire Chief or other appropriately authorized AUBREY personnel shall be the sole determinant of the type and amount of equipment and number of personnel dispatched to any accident, crime, or other emergency within KRUGERVILLE.

2.07 At any time that AUBREY fire department or other emergency personnel are responding to a fire, accident, or other emergency within KRUGERVILLE, all fire and emergency personnel of KRUGERVILLE shall, to the extent allowed by law, be subject to the direction and order of the highest-ranking AUBREY personnel as to any actions or aid required in connection with the particular emergency to which AUBREY is responding.

2.08 KRUGERVILLE agrees, to the extent allowed by law, that KRUGERVILLE shall be responsible for all liability related to the furnishing of any service by AUBREY pursuant to this Agreement which would otherwise be the responsibility of KRUGERVILLE to furnish absent this Agreement. **KRUGERVILLE HEREBY AGREES, TO THE EXTENT ALLOWED BY LAW, TO DEFEND, INDEMNIFY AND HOLD HARMLESS AUBREY FROM ALL LIABILITY OR DAMAGES TO THIRD PARTIES WHERE SUCH RESULT FROM ANY ACTS OR OMISSIONS BY AUBREY, OR ITS AGENTS, EMPLOYEES, REPRESENTATIVES, OFFICERS, OFFICIALS, PEACE OFFICERS, OR POLICE DEPARTMENT OR OTHER EMERGENCY PERSONNEL IN PROVIDING POLICE SERVICE WITHIN KRUGERVILLE.**

III. PAYMENT FOR SERVICE AND EQUIPMENT

3.01 AUBREY and KRUGERVILLE each hereby agree that for and in consideration of the monies to be paid by KRUGERVILLE as hereinafter set forth and throughout the term of this ILA, AUBREY shall provide KRUGERVILLE and its residents and property owners such fire services and other emergency services at the level provided within the corporate limits of the City of Aubrey.

3.02 KRUGERVILLE shall pay quarterly a flat fee of \$42,000. Such payment shall be made on a quarterly basis. The first quarterly payment shall be due on the first day of the first calendar month following the approval of the ILA.

3.03 Beginning on the second anniversary of the Effective Date of the ILA, and on the anniversary of the Effective Date of each year thereafter, AUBREY may increase the monthly flat fee by the lower of two options:

1. 100% of the most recently published Consumer Price Index ("CPI"). As used herein, CPI shall mean the revised Consumer Price Index for All Urban Customers for Dallas-Fort Worth, Texas, all items

published in the United States Department of Labor, Bureau of Labor Statistics 1982-84=100. In the event that the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the Parties agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision.

2. 100% of the annual increase, by percentage, of the most recently approved general fund fire department budget (101-5103).

3. AUBREY shall provide a written notice of a cost increase to KRUGERVILLE. Any notice of a cost increase shall be provided to the City Secretary of KRUGERVILLE no later than July 1st.

IV. MISCELLANEOUS

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

4.02 AUBREY and KRUGERVILLE acknowledge and agree that AUBREY and KRUGERVILLE do not waive any sovereign or governmental immunity available to AUBREY and KRUGERVILLE under Texas law and do not waive any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither KRUGERVILLE nor AUBREY waives any immunity or defense that would otherwise be available to it against claims by third parties.

4.03 Any notice relating to this Agreement shall be delivered, in writing, by either AUBREY or KRUGERVILLE, to the City Manager of AUBREY or the City Secretary of KRUGERVILLE by certified mail, return receipt requested, or personal delivery with signature required to the mailing address of the applicable City/Town Hall.

4.04 (a) Either party may terminate this Agreement, with such termination being effective one year after a party provides written notice of the termination to the other party. This Agreement shall terminate at any time that is one-year (365) days after the parties have mutually agreed in writing that this Agreement shall terminate. In the event of termination by either party or both parties, AUBREY shall be compensated pro rata for all services performed to the termination date. In the event of such termination, should AUBREY be overcompensated on a pro rata basis for all services performed to the termination date, KRUGERVILLE shall be reimbursed pro rata for all such overcompensation. Acceptance

of such reimbursements shall not constitute a waiver of any claim that may otherwise arise out of this Agreement. Upon termination of this Agreement, each party shall retain ownership of its law enforcement equipment/apparatuses.

(b) For Fire Service response purposes this Agreement shall remain in full force and effect until a renewal or extension is approved by **AUBREY** and **KRUGERVILLE** and a new agreement is initiated retroactive to the expiration date of this Agreement; provided, however, that if no renewal or extension is mutually agreed to by **AUBREY** and **KRUGERVILLE** before the expiration of one month after the end of the term of this Agreement (the "Grace Period"), then this Agreement shall be deemed to have expired and **AUBREY** shall have no further duties or obligations as relates to the provision of Fire Service to **KRUGERVILLE**. If **AUBREY** provides Fire Service in **KRUGERVILLE** during the Grace Period and no renewal or extension is mutually agreed to by **AUBREY** and **KRUGERVILLE** before the expiration of the Grace Period, **KRUGERVILLE** shall pay **AUBREY** a payment of \$100 per day multiplied by each day of the Grace Period before **AUBREY** receives written notice from **KRUGERVILLE** stating that **KRUGERVILLE** does not intend to renew or extend this Agreement. Upon receipt of said written notice, **AUBREY** shall have no further duties or obligations as relates to the provision of Fire Service to **KRUGERVILLE**.

4.05 This Agreement represents the entire and integrated Agreement between **AUBREY** and **KRUGERVILLE** and supersedes all prior negotiations, representations and/or Agreements, either written or oral to the extent related to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both **AUBREY** and **KRUGERVILLE**.

4.06 The validity of this Agreement, and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performable and all compensation payable in Denton County, Texas.

4.07 In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible unless doing so would require **AUBREY** to provide any services without being entitled to the full compensation set forth herein.

4.08 Neither party may assign, transfer, or otherwise convey this Agreement, or any other rights, duties, or obligations hereunder.

4.09 The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary orders or resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED in duplicate originals to be effective on the Effective Date by the following duly authorized representatives of the parties.

CITY OF AUBREY

City Manager

ATTEST:

City Secretary

CITY OF KRUGERVILLE

Jeff Parrent

Jeff Parrent, Mayor

ATTEST:

Sandy Frantz

Sandy Frantz, City Secretary





City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Approve an Interlocal Agreement with the City of Krugerville for Library Services and authorize the Mayor to execute any necessary documents.

Staff Contact

Brittany McLain, Library Manager

bmclain@aubreytx.gov

940-365-9162

Summary

This item is the annual ILA with Krugerville for library services. The agreement has already been approved by the Krugerville city council.

Financial Summary

The City of Krugerville will pay \$4,000 to the City of Aubrey for fiscal 2025 library services.

Staff Recommended Action

Approve

Staff Recommended Motion

I move to approve the Interlocal Agreement with the City of Krugerville for Library Services and authorize the Mayor to execute all necessary documents.

2024-2025

INTERLOCAL COOPERATION AGREEMENT FOR LIBRARY SERVICE

THIS AGREEMENT is made and entered into on the 11th day of September 2024, by and between the City of Aubrey, a municipality of Denton County, Texas, hereinafter referred to as "**AUBREY**," and the City of **KRUGERVILLE**, a municipality of Denton County, Texas, hereinafter referred to as "**KRUGERVILLE**."

WHEREAS, KRUGERVILLE is a duly organized political subdivision of the State of Texas engaged in the administration of government and related services for the benefit of the citizens of **KRUGERVILLE**; and

WHEREAS, AUBREY is a duly organized political subdivision of Denton County, Texas, engaged in the provision of library service and related services for the benefit of the citizens of **AUBREY**; and

WHEREAS, all references in this Agreement to **KRUGERVILLE** in the context of geographic area shall automatically be deemed to include areas contained within the extraterritorial jurisdiction of the City of **KRUGERVILLE**, as that area is defined and described in writing and furnished to and approved by **AUBREY**; and

WHEREAS, KRUGERVILLE has requested, and **AUBREY** has agreed, to provide Library Service, as hereinafter defined, for the residents of **KRUGERVILLE**; and

WHEREAS, AUBREY and **KRUGERVILLE** mutually desire to be subject to the provisions of V.T.C.A., Government Code Chapter 791, the Interlocal Cooperation Act.

NOW, THEREFORE, AUBREY and **KRUGERVILLE**, for the mutual consideration hereinafter stated, agree and understand as follows:

I. TERM

The term of this Agreement shall be for the period from October 1, 2024, through September 30, 2025 ("Term").

II. LIBRARY SERVICE

2.01 For the purposes and consideration herein stated and contemplated, **AUBREY** will provide Library Service for the residents of **KRUGERVILLE** without regard to race, religion, color, age, disability, and/or national origin. Upon proper proof by individual(s) of residence in **KRUGERVILLE**, such individual(s) shall be entitled to receive Library Service during the Term of this Agreement.

2.02 For the purposes of this Agreement, "Library Service" means the general library-related services provided to citizens of **AUBREY**. The obligation of **AUBREY** to provide such services shall terminate upon expiration or earlier termination of this Agreement.

2.03 **KRUGERVILLE** understands and agrees that **AUBREY** is not, and shall not, be required to purchase or furnish any additional equipment, facilities, materials, or items of any type or nature for Library Service to comply with this Agreement.

III. PAYMENT FOR SERVICES

KRUGERVILLE shall pay **AUBREY** \$4,000 for Library Service, and payment shall be due in one payment due on December 31, 2024.

IV. MISCELLANEOUS

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

4.02 **AUBREY** and **KRUGERVILLE** acknowledge and agree that **AUBREY** and **KRUGERVILLE** do not waive any sovereign or governmental immunity available to **AUBREY** and **KRUGERVILLE** under Texas law and do not waive any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither **KRUGERVILLE** nor **AUBREY** waives any immunity or defense that would otherwise be available to it against claims by third parties.

4.03 Any notice relating to this Agreement shall be delivered, in writing, by either **AUBREY** or **KRUGERVILLE**, to the Mayor of the other City by certified mail, return receipt requested, to the mailing address of the applicable City Hall.

4.04 This Agreement may be terminated, at any time, by either party by giving sixty (60) days advance written notice to the other party. In the event of such termination by either party, **AUBREY** shall be compensated pro rata for all services performed to the termination date. In the event of such termination, should **AUBREY** be overcompensated on a pro rata basis for all services performed to the termination date, **KRUGERVILLE** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursements shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

4.05 This Agreement represents the entire and integrated Agreement between **AUBREY** and **KRUGERVILLE** and supersedes all prior negotiations, representations and/or Agreements, either written or oral to the extent related to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both **AUBREY** and **KRUGERVILLE**.

4.06 The validity of this Agreement, and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performable and all compensation payable in Denton County, Texas.

4.07 In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible unless doing so would require **AUBREY** to provide any services without being entitled to the full compensation set forth herein.

4.08 The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary orders or resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED in duplicate originals on the day and year first written above.

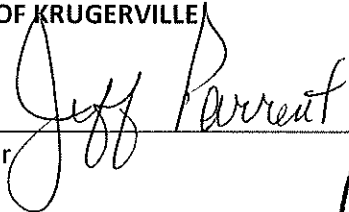
CITY OF AUBREY

Mayor

ATTEST:

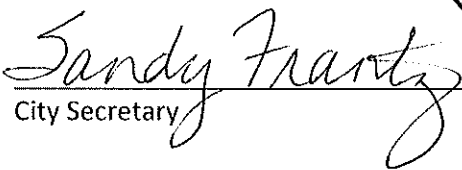
City Secretary

CITY OF KRUGERVILLE



Mayor

ATTEST:



City Secretary





City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Approve an Interlocal Agreement with the Krugerville Community Development Corporation for Library Services and authorize the Mayor to execute any necessary documents.

Staff Contact

Brittany McLain, Library Manager

bmclain@aubreytx.gov

940-365-9162

Summary

Financial Summary

Staff Recommended Action

Approve

Staff Recommended Motion

I move to approve the Interlocal Agreement with the Krugerville Community Development Corporation for Library Services and authorize the Mayor to execute all necessary documents.

2024-2025

INTERLOCAL COOPERATION AGREEMENT FOR LIBRARY SERVICE

THIS AGREEMENT is made and entered into on the 11th day of September 2024, by and between the City of Aubrey, a municipality of Denton County, Texas, hereinafter referred to as “**AUBREY**,” and the **COMMUNITY DEVELOPMENT CORPORATION** of the City of **KRUGERVILLE**, a nonprofit corporation of Denton County, Texas, hereinafter referred to as “**CDC**.”

WHEREAS, the **CDC** is a nonprofit corporation and is an industrial development corporation organized pursuant to the provisions contained in Section 4B of the Development Corporation Act of 1979, article 5190.6 of the Texas Revised Civil Statutes, and engaged in activities and services for the benefit of the citizens of **KRUGERVILLE**; and

WHEREAS, **AUBREY** is a duly organized political subdivision of Denton County, Texas, engaged in the provision of library service and related services for the benefit of the citizens of **AUBREY**; and

WHEREAS, all references in this Agreement to **KRUGERVILLE** in the context of geographic area shall automatically be deemed to include areas contained within the extraterritorial jurisdiction of the City of **KRUGERVILLE**, as that area is defined and described in writing and furnished to and approved by **AUBREY**; and

WHEREAS, the **KRUGERVILLE CDC** has requested, and **AUBREY** has agreed, to provide Library Service, as hereinafter defined, for the residents of **KRUGERVILLE**; and

WHEREAS, **AUBREY** and the **KRUGERVILLE CDC** mutually desire to be subject to the provisions of V.T.C.A., Government Code Chapter 791, the Interlocal Cooperation Act.

NOW, THEREFORE, **AUBREY** and the **KRUGERVILLE CDC**, for the mutual consideration hereinafter stated, agree and understand as follows:

I. TERM

The term of this Agreement shall be for the period from October 1, 2024, through September 30, 2025 (“Term”).

II. LIBRARY SERVICE

2.01 For the purposes and consideration herein stated and contemplated, **AUBREY** will provide Library Service for the residents of **KRUGERVILLE** without regard to race, religion, color, age, disability, and/or national origin. Upon proper proof by individual(s) of residence in **KRUGERVILLE**, such individual(s) shall be entitled to receive Library Service during the Term of this Agreement.

2.02 For the purposes of this Agreement, “Library Service” means the general library-related services provided to citizens of **AUBREY**. The obligation of **AUBREY** to provide such services shall terminate upon expiration or earlier termination of this Agreement.

2.03 The **KRUGERVILLE CDC** understands and agrees that **AUBREY** is not, and shall not, be required to purchase or furnish any additional equipment, facilities, materials, or items of any type or nature for Library Service to comply with this Agreement.

III. PAYMENT FOR SERVICES

THE CDC shall pay **AUBREY** \$6,000 for Library Service, and payment shall be due in one payment due on December 31, 2024.

IV. MISCELLANEOUS

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

4.02 **AUBREY** and **KRUGERVILLE** acknowledge and agree that **AUBREY** and **KRUGERVILLE** do not waive any sovereign or governmental immunity available to **AUBREY** and **KRUGERVILLE** under Texas law and do not waive any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither **KRUGERVILLE** nor **AUBREY** waives any immunity or defense that would otherwise be available to it against claims by third parties.

4.03 Any notice relating to this Agreement shall be delivered, in writing, by either **AUBREY** or **KRUGERVILLE**, to the Mayor of the other City by certified mail, return receipt requested, to the mailing address of the applicable City Hall.

4.04 This Agreement may be terminated, at any time, by either party by giving sixty (60) days advance written notice to the other party. In the event of such termination by either party, **AUBREY** shall be compensated pro rata for all services performed to the termination date. In the event of such termination, should **AUBREY** be overcompensated on a pro rata basis for all services performed to the termination date, the **KRUGERVILLE CDC** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursements shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

4.05 This Agreement represents the entire and integrated Agreement between **AUBREY** and the **KRUGERVILLE CDC** and supersedes all prior negotiations, representations and/or Agreements, either

written or oral to the extent related to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both **AUBREY** and the **KRUGERVILLE CDC**.

4.06 The validity of this Agreement, and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performable and all compensation payable in Denton County, Texas.

4.07 In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible unless doing so would require **AUBREY** to provide any services without being entitled to the full compensation set forth herein.

4.08 The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary orders or resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED in duplicate originals on the day and year first written above.

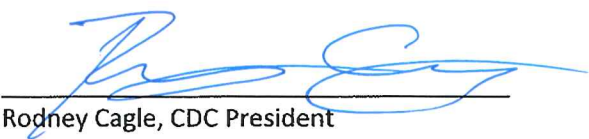
CITY OF AUBREY

Mayor

ATTEST:

City Secretary

**COMMUNITY DEVELOPMENT CORPORATION
CITY OF KRUGERVILLE**


Rodney Cagle, CDC President

ATTEST:


City Secretary



INTERLOCAL COOPERATION AGREEMENT FOR LIBRARY SERVICE

Page 3 of 3



City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Approve acceptance of the Pump Station Generator Improvements and authorize final payment to C.C. McDonald Electric, Inc. in the amount of \$39,018.80.

Staff Contact

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

Summary

This project was a state mandate to provide emergency power backup for water pump stations during extended hours of power loss. This project included the installation of two generators. One generator was installed at the Hill Street Pump Station, and one at FM 428 Pump Station. This project started in November 2023 and has now been completed. A final walk through was conducted, and all punch list items were successfully addressed. The contractor has provided an Affidavit of Final Payment and Release and a two-year maintenance bond has been received.

The total amount of this project was \$390,188.00.

Financial Summary

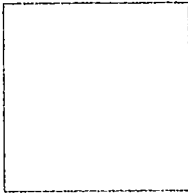
This project was budgeted, and ARPA funds are available for this final payment.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to accept the Pump Station Generator Improvements and authorize final payment to C.C. McDonald Electric, Inc. in the amount of \$39,018.80.



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

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

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

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

August 5, 2024

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

Re: 2023-102 Pump Station Generators
Pay Request No. 8 and Final Payment

Dear Ms. Wilson,

We are enclosing one (1) copy of Pay Request No. 8 and Final Payment in the amount of \$39,018.80 for work performed by C.F. McDonald Electric, Inc. on the 2023 Pump Station Generators project from November 11, 2023, through July 31, 2024. This project is complete. The City Inspector has reported the final walkthrough punch list items have been addressed. Also enclosed is the Contractor's Affidavit of Final Payment and Release.

If you concur with this pay request, please have it executed for the City of Aubrey, and forward one copy along with the payment due to C.F. McDonald Electric, Inc.

Sincerely,

Andrew Mata, Jr., P.E.

Enclosures

Cc: Mr. Raymond Leal, C.F. McDonald Electric, Inc.

MONTHLY PAY REQUEST

Owner: City of Aubrey
Project: Pump Station Generators

Pay Request No. 8 and Final Pay Request
Contract Date: November 11, 2023

Original Contract Amount: \$393,288.00

From: 1-Jul-24

To: 31-Jul-24

Revised Contract Amount:

Project Start Date: 11-Nov-2023

Contractor: C.F. McDonald Electric, Inc.
 5044 Timber Creek
 Houston, Texas 77017

Est. Completion Date: 9-Nov-2024 **Cal. Days**

Allotted: 365 **Used:** 264

Item No.	Description	Unit	Quantity in Proposal	Revised Quantity	Quantity Complete This Request	Total Work Completed	Contract Price	Extended Amount
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SCHEDULE A (ITEMS 1 THROUGH 3)

1	For Mobilization, Bonds, Insurance and Shop Drawings	L.S.	1			1	\$50,000.00	\$ 50,000.00
2	Estimated Number of Consecutive Calendar Days to Build Generators	Days	238-300				N/A	N/A
3	Estimated Number of Consecutive Calendar Days to Final Completion	Days	80				N/A	N/A

SCHEDULE B - FM 428 PUMP STANDBY GENERATOR (ITEMS 4 THROUGH 13)

4	Furnish and Install 200 kW Standby Generator and 200A Automatic Transfer Switch, including conduit, conductors, miscellaneous Electrical called out on the plans to make the Generator Functional and Operational	L.S.	1			1	\$117,571.00	\$ 117,571.00
5	For SCADA Improvements, including Programming to monitor the Standby Generator, ATS, and Updating the Master SCADA Computer HMI with the New Equipment	L.S.	1			1	\$12,000.00	\$ 12,000.00
6	Furnish and Install Reinforced Concrete Generator Foundation Pad, NCTCOG Class "F", 4200psi Compressive Strength Concrete	S.Y.	9			1	\$29,700.00	\$ 29,700.00
7	Furnish and Install 4-Inch Thick Reinforced Concrete Sidewalk, NCTCOG Class "A" 3000 psi Compressive Strength Concrete	S.Y.	20			1	\$3,600.00	\$ 3,600.00
8	For Site Grading	L.S.	1			1	\$1,000.00	\$ 1,000.00
9	Furnish and Install 6-Foot Chain Link Fence with 3-Strand Barbed Wire	L.F.	77			1	\$6,545.00	\$ 6,545.00
10	Furnish Place, Fertilize, and Water Solid Sod, Including 4-Inch Top Soil	S.Y.	46			1	\$2,484.00	\$ 2,484.00
11	Remove and Replace Irrigation Sprinkler Heads	Ea.	4				\$1,000.00	\$ -
12	Remove and Replace Irrigation Control Valves	Ea.	2				\$600.00	\$ -
13	Remove and Replace PVC Irrigation Piping	L.F.	100				\$1,500.00	\$ -

MONTHLY PAY REQUEST

Item No.	Description	Unit	Quantity in Proposal	Revised Quantity	Quantity Complete This Request	Total Work Completed	Contract Price	Extended Amount
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SCHEDULE C - HILL STREET PUMP STATION STANDBY GENERATOR (ITEMS 14 THROUGH 20)

14	Furnish and Install 150 kW Standby Generator and 400A Automatic Transfer Switch, including conduit, conductors, miscellaneous Electrical called out on the plans to make the Generator Functional and Operational	L.S.	1			1	\$118,004.00	\$ 118,004.00
15	For SCADA Improvements, including Programming to monitor the Standby Generator, ATS, and Updating the Master SCADA Computer HMI with the New Equipment	L.S.	1			1	\$12,000.00	\$ 12,000.00
16	Furnish and Install Reinforced Concrete Generator Foundation Pad, NCTCOG Class "F", 4200psi Compressive Strength Concrete	S.Y.	9			1	\$29,700.00	\$ 29,700.00
17	Furnish and Install 4-Inch Thick Reinforced Concrete Sidewalk, NCTCOG Class "A" 3000 psi Compressive Strength Concrete	S.Y.	21			1	\$3,780.00	\$ 3,780.00
18	For Site Grading	L.S.	1			1	\$1,000.00	\$ 1,000.00
19	Remove and Replace 6-Foot Chain Link Fence with 3-Strand Barbed Wire	L.F.	20			1	\$1,700.00	\$ 1,700.00
20	Furnish, Place, Fertilize, and Water Solid Sod, Including 4-Inch Top Soil	L.F.	184			1	\$1,104.00	\$ 1,104.00

Prepared and Recommended by:

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

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

By: Andrew Mata, Jr., P.E. 08/05/2024
DateInspected by Owner:
CITY OF AUBREYBy: Steven Davis 8-5-24
Date

Approved by Owner:

CITY OF AUBREYBy: Leanne Wilson, PWD
Date

Total Amount \$ 390,188.00

Less Amount Retained 10%

Total Amount Payable \$ 390,188.00

Less Previous Payments \$ 351,169.20

Amount Due This Request

\$ 39,018.80

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

C Tyler Smith; Chris Kolkhorst; Denise Raker; James R Reid; Michael Maddux; Ryan K Moss; Sandra Villegas; Stacie Clark

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2016.

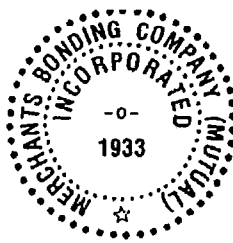
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 10th day of March, 2023.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 10th day of March, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

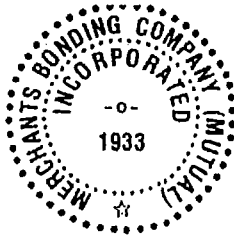


Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2023.



William Warner Jr.
Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. BOX 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

Please send all notices of claim on this bond to:

Merchants Bonding Company (Mutual) / Merchants National Bonding, Inc.

P.O. Box 14498

Des Moines, Iowa 50306-3498

(515) 243-8171

(800) 678-8171

Physical Address: 6700 Westown Parkway, West Des Moines, Iowa 50266



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Wayne Berkenmeier party to that certain Contract entered into between City of Aubrey (Owner) and C. F. McDonald Electric, Inc. (Contractor) for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit

Pump Station Generators

Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to Contract and the agreed plans and specifications therefore.

Deponent further states that he has paid all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained therein that final and full settlement of the balance due on said Contract is being made, and in consideration of the disbursement of funds by Owner, deponent expressly waives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify, defend, and hold Owner safe and harmless from and against all losses, damages, costs and expenses of any character whatsoever specifically including court costs, bonding fees and attorney fees, arising out of or in any way relating to claims for unpaid labor or material used or associated with construction of improvements on the above described premises.

C. F. McDonald Electric, Inc.

Wayne Berkenmeier,
Vice President Special Projects

Subscribed and sworn to before me, the undersigned authority, on this the 18th day of July, 2024



Notary Public in and for Harris County
My Commission Expires: 8/09/25

FINAL WAIVER OF LIEN

THE STATE OF TEXAS
COUNTY OF HARRIS

The undersigned contracted with City of Aubrey to furnish labor and materials in connection with certain improvements to real property located in Denton County, Texas and owned by City of Aubrey which improvements are described as follows:

Pump Station Generators

In consideration of Pay Estimate No. 8 in the amount of Thirty Nine Thousand Eighteen Dollars 80/10 (\$ 39,018.80) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanics' lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property of accounts of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

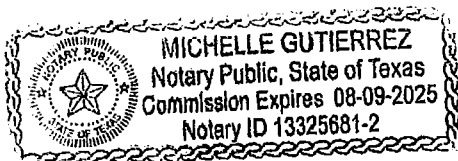
C. F. McDonald Electric, Inc.
Contractor

Wayne Berkenmeier

Signature

Vice President Special Projects

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 18th day of July, 2024, to certify which witness my hand and seal of office.



Notary Public in and for the State Of Texas

Michelle Gutierrez
My Commission Expires: 08/09/25

MAINTENANCE BOND

Bond # 100221809

THE STATE OF TEXAS }
COUNTY OF HARRIS }

THAT McDonald Municipal and Industrial – A Division of C.F. McDonald Electric, Inc., as Principal,
and Merchants Bonding Company (Mutual), a Corporation organized under
the laws of The State of Iowa, as sureties, do hereby expressly
acknowledge themselves to be held and bound to pay unto the City of Aubrey, Texas, a Municipal Corporation, Texas,
the sum of Three Hundred Ninety-Three Thousand Two Hundred Eighty-Eight Dollars
and Zero Cents (\$ 393,288.00), which this amount is 100 %
of the total contract amount of (\$ 393,288.00), for the payment of which sum will and truly be made
unto said City of Aubrey, Texas, and its successors, said principal and sureties do
hereby bind themselves, their assigns and successors jointly and severally.

THIS obligation is conditioned; however, that whereas, the said McDonald Municipal and Industrial –
Division of C.F. McDonald Electric, Inc. has this day entered into a written contract with the
said City of Aubrey, Texas to build and construct

PUMP STATION GENERATORS

which contract and the plans and specifications therein mentioned, adopted by the City of Aubrey, Texas are hereby
expressly made a part thereof as through the same were written and embodied herein.

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

IN WITNESS THEREOF, the said McDonald Municipal and Industrial, a Division of C.F. McDonald Electric, Inc. has
caused these presents to be executed by Wayne Berkenmeier and
the said Merchants Bonding Company (Mutual) has caused these presents
to be executed by its' Attorney in fact and the said Attorney in fact Michael Maddux, has
hereunto set his hand, the _____ day of _____, 2023.

SURETY:

Merchants Bonding Company (Mutual)

By: Michael Maddux
Michael Maddux, Attorney-in-Fact

WITNESS: ame
Witness

PRINCIPAL:

McDonald Municipal and Industrial –
A Division of C.F. McDonald Electric, Inc.

By: Wayne Berkenmeier, Owner

ATTEST:

Secretary

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

City Council Meeting

Community Center and Council Chamber Dedication Staff Report September 26, 2024

Agenda Item

Approve a Special Event Permit Application for the Denton Breakfast Kiwanis 42nd Annual Turkey Roll Bicycle Rally.

Staff Contact

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

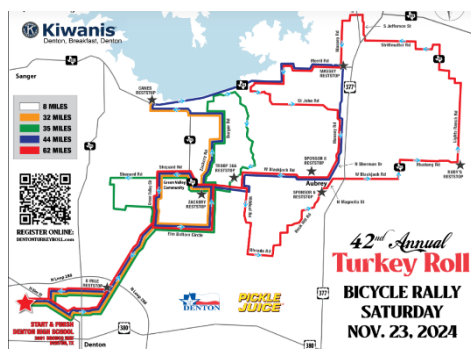
Summary

The staff received an application for a major event. The Turkey Roll Bicycle Rally is an annual event that has included Aubrey in the past. The rally has five routes, ranging from eight miles to sixty-two miles, running through northern Denton and southern Cooke counties. This year, a new route was added taking riders down the Greenbelt of Lake Ray Roberts State Park. Along the routes, numerous rest stops are set up. In Aubrey, a rest stop will be located on Main Street between City Hall and Veteran's Memorial Park.

The application received was complete and the required insurance has been provided. There are no requests for parking or city services. The estimated attendance at Aubrey is approximately 200. The Kiwanis will provide portable restrooms and ensure any trash that may be generated is picked up. The Public Works Department, Fire and Police Departments have no objections or concerns about the event.

The rally is put on to raise money for High School Key Clubs and is scheduled for Saturday, November 23, 2024, from 10:00 am to 2:00 pm.

Rally Routes below:



Financial Summary None

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve the Special Event Permit Application.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	CONTACT NAME: Lisa Christenson PHONE (A/C, No, Ext): 317-817-5172 E-MAIL ADDRESS: kiwaniscert@hylant.com	FAX (A/C, No): 317-817-5151
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Lexington Insurance Company		19437
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES	CERTIFICATE NUMBER: 1435756509	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		013136005	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			013136005	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention			013136005	11/1/2023	11/1/2024	All Claims \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
November 17th and 18th, 2023 or any future date(s) during the policy term.
Turkey Roll Bicycle Rally - BBQ and Drinks - Rest Stops
Start Located @ Denton High School, Denton, TX 76207
Kiwanis Club of Denton Breakfast

CERTIFICATE HOLDER US Army Corps of Engineers Lewisville Lake Project Office 1801 N. Mill Street Lewisville TX 75057	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Judy K. Wilson
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Aubrey Special Event Permit Application

☐

Minor Event

☒

Major Event

Applicant Information

Organization Name: DENTON BREAKFAST KIWANIS Email: JOETREK1700@GMAIL.COM
Applicant Name: JOE HOLLAND Phone: 940) 206-5177
Applicant Address: 304 EL PASEO, DENTON, TX. 76205

Event Information

Event Name: 42ND TURKEY ROLL BICYCLE RALLY Location & Address: _____
Start Date/Time: NOV 23, 2024 (10:00A) End Date/Time: NOV 23, 2024 (2:00)
Event Description/Purpose: BICYCLE RALLY TO RAISE FUNDS FOR HIGH
Est. Total Attendance: IN AUBREY - 200 SCHOOL KEY CLUBS

Event Operations

Area of Usage: AREA BETWEEN PARK AND CITY HALL
Provide Event Staff Details: REST STOP FOR CYCLISTS
Provide parking details: NO PARKING EXCEPT REST STOP WORKERS
(4-5)

Requested Road Closure? ☐ YES ☒ NO, If yes, which roads? _____

Note: TXDOT controlled roadways require a separate approval from TXDOT. The event is responsible for the rental or purchase of traffic control devices such as barricades, cones, etc. The event is responsible for acquiring any additional permits or permission required.

Describe after event Cleanup Procedures: WE WILL KEEP ALL TRASH IN A BAG AND REMOVE THE BAG AFTER EVENT

Additional details and Requirements:

Vendors? ☐ YES ☒ NO, If so, please provide a list.
Amplified Sound? ☐ YES ☒ NO
Live Entertainment? ☐ YES ☒ NO
Security Required? ☐ YES ☒ NO (for events of over 200 attendees)
Portable Restroom Required? ☒ YES ☐ NO
Water Required? ☐ YES ☒ NO BRING OUR OWN
Electricity Required? ☐ YES ☒ NO
Additional City Services? ☐ YES ☒ NO

Please attach:

☐ Proof of Liability Insurance* ☐ Event Policy or Rules and Regulations
☐ Attached Site Plan and/or Route Map

Security Deposit - \$200.00

Usage Fees: Minor Event - \$150.00 (Non-refundable) * less than 4 hrs. less than 100 attending

✓ AVAILABLE AFTER OCT 1

Major Event - \$300.00 (Non-refundable) * more than 4 hrs. more than 100 attending

Security Deposit, Usage Fee, and General Rules

Any group, organization or individual who desires to host a special event on public property must first complete an Aubrey Special Events Application, provide a site plan and route map (if applicable) of the event, and must pay the required deposit and usage fee. City Code of Ordinances, Chapter 4, Business Regulations, Article 4.10 applies to all Special Events.

- Major events require City Council approval. All events must include a site plan and route map. Site plan must include location and description of retail vendors, if present at event.
- Security for any event with more than 200 attendees is required and payment of security is the responsibility of the applicant. All security requirements must be reviewed and approved by the Aubrey Police Department at least thirty (30) days prior to the event.
- Whether the proposed Special Event may be conducted in the location proposed without endangering the public safety, disturbing the peace, and while ensuring the health and order of the public, considering the following factors:
 - (1) Parking and traffic control for the event;
 - (2) Crowd control for the event;
 - (3) Adequate liability insurance;
 - (4) Arrangements for clean-up following the event;
 - (5) Burden on municipal services and utilities;
 - (6) Undue adverse effect on neighboring properties, and;
 - (7) Applicant has sufficient financial ability and personnel to conduct the event to the satisfaction of the city.

*****For Office Use Only*****

Application Review and Approval by Department:

City Administrator ^{MANAGER}	☒ Approved	☐ Not Approved	<u>CMKneuder</u>
Fire Department	☒ Approved	☐ Not Approved	<u>E. J. [Signature]</u>
Mayor	☐ Approved	☐ Not Approved	
Police Department	☒ Approved	☐ Not Approved	<u>Richard [Signature]</u>
Public Works	☒ Approved	☐ Not Approved	<u>Kevin [Signature]</u>

Note: Please attach a cost estimate for any city equipment or staff needed for the event.

Scheduled City Council Date: 9/26/24

City Council ☐ Approved ☐ Not Approved _____

Payment Method: ___ check ___ cash ___ money order ___ credit

Receipt # _____

Public Works Deposit Review:

Deposit Returned? ☐ Yes ☐ No Signature and Date: _____

**EXHIBIT "A" – ACKNOWLEDGEMENT AND RELEASE
FOR SPECIAL EVENT PARTICIPANTS**

DENTON BREAKFAST KIWANIS ("Participant") has reviewed a copy of the Insurance and Indemnity Addendum with complete release of liability and indemnification by and between: DENTON BREAKFAST KIWANIS ("Applicant") and the City of Aubrey dated SEPT 9, 2024 (the "Addendum") and, as a Participant, hereby agrees to abide by all of the terms and conditions set forth therein as such term or condition applies to Participant, INCLUDING INDEMNIFICATION PROVISIONS. Unless otherwise defined herein, all capitalized terms herein shall have the meaning set forth in the Addendum.

This Acknowledgement and Release shall survive the Term of the Addendum and Agreement between Applicant and the City of Aubrey.

Signed and Accepted by:

Participant's Signature:

Printed Name:

Date: SEPTEMBER 9, 2024

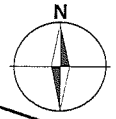
Joseph Hollander
JOE HOLLAND



presented by



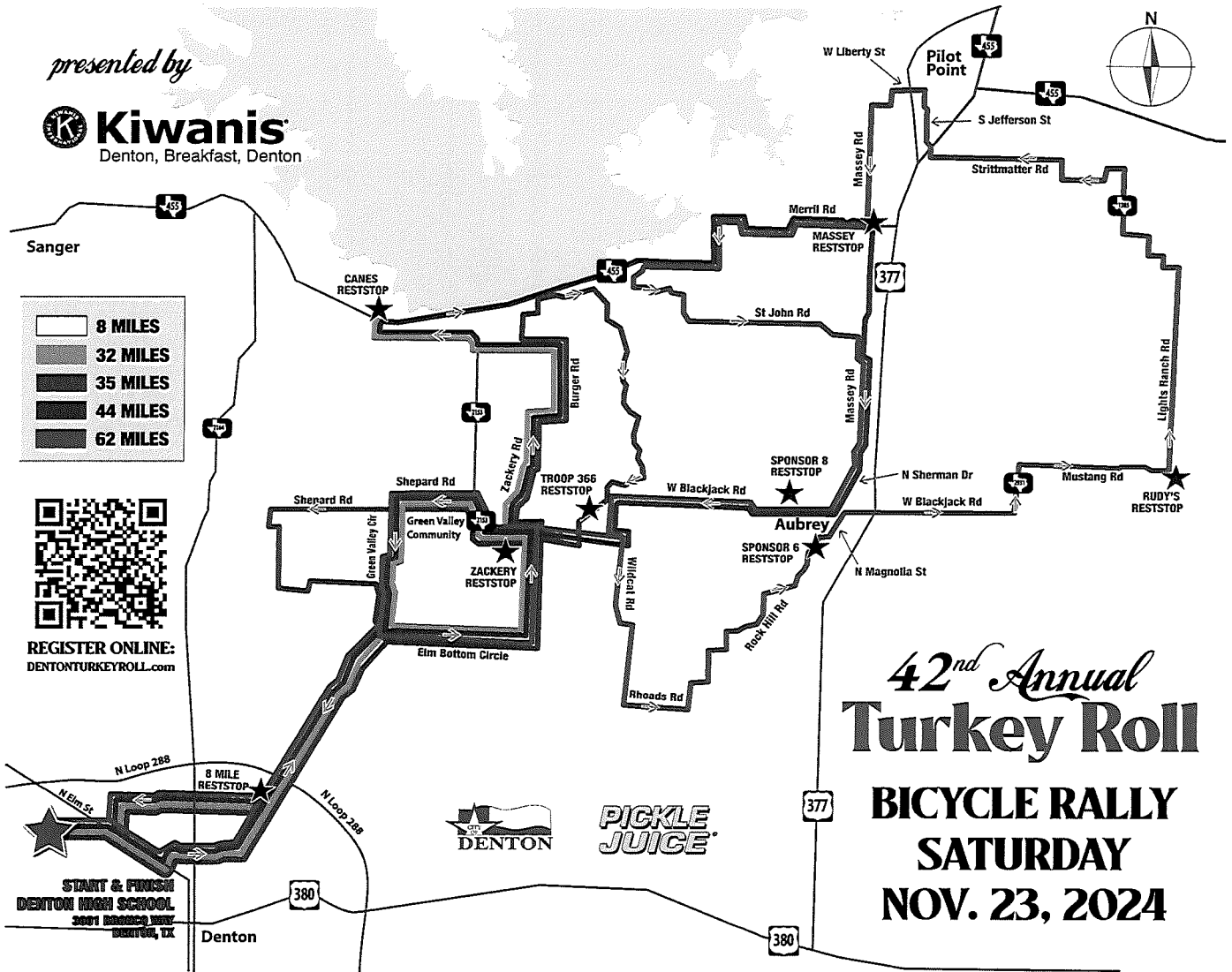
Kiwanis
Denton, Breakfast, Denton



	8 MILES
	32 MILES
	35 MILES
	44 MILES
	62 MILES



REGISTER ONLINE:
DENTONTURKEYROLL.com



42nd Annual Turkey Roll

BICYCLE RALLY

SATURDAY

NOV. 23, 2024

Rules and regulations

1. All Cyclists will be required to sign a waiver for the Turkey Roll Rally
2. Helmets are required for the ride
3. All participants are responsible for picking up trash and throwing away in the appropriate receptacles
4. If needed, riders will stop off for bathroom break, water and bananas
5. Alcohol is strictly prohibited
6. Cyclists are required to obey all traffic laws
7. At the end of the event, the area will be cleaned and left undisturbed
8. Port o Potty will be left and picked up the following Monday

Cyclists will stop for water and bananas. Workers at that stop will park on the side of the building. There will be no traffic disruption. We will place a Porta-potty on the side of the building unless you give us permission to use restrooms inside the building. The Porta-potty will be picked up Monday morning after the bicycle ride.

There will be no crowd. There will be no alcohol at this site or anywhere on the Turkey Roll Bicycle Rally. Kiwanis International provides liability coverage insurance. Updated copy will be provided after October 1.

There will be little effect on the downtown Aubrey area except to introduce visitors to the City. We will clean up afterwards and leave no evidence of our event.



City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Approve a Special Events Request for Waiver of Fees from the Denton Breakfast Kiwanis 42nd Annual Turkey Roll Bicycle Rally Event.

Staff Contact

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

Summary

The Denton Breakfast Kiwanis is a non-profit organization raising money for scholarships that are awarded to graduating seniors who are active members of their Key Club and have shown exemplary commitment to community service. The Annual Turkey Roll Bicycle Rally is their primary fundraiser. They have submitted an application for this special event to be held in November. If approved, they request event application fees be waived.

The City Council may waive or reduce the application fee for non-profit charitable organizations with evidence of the organization's non-profit status. The Denton Breakfast Kiwanis have provided proof of their non-profit status and the waiver application is complete.

Financial Summary

None

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve a Special Events Request for Waiver of Fees from the Denton Breakfast Kiwanis 42nd Annual Turkey Roll Bicycle Rally Event.



Aubrey Special Events – Request for Waiver of Fees

The City Council may waive or reduce the application fee for non-profit charitable organizations with evidence of the organization's non-profit status or for Special Events which are sponsored or co-sponsored by the City of Aubrey, its boards, commissions, and departments.

Applicant Information

Organization Name Denton Breakfast Kiwanis Club Email JOETREK1700@gmail.com

Applicant Name Joe Holland Phone 940) 206-5177

Applicant Address 304 El Paseo, Denton, Tx. 76205-8564

Event Information

Event Name Denton Breakfast Kiwanis Turkey Roll Bicycle Rally Start/End Dates Nov 23, 2024

Event Location & Address Denton High School, 3000 Bronco Way, Denton, Tx

Event Description/Purpose Bicycle rally. Raises money for our 4 high school Key Clubs

Est. Total Attendance 1,000

Attach evidence of your organizations non-profit status or co-sponsorship with the City of Aubrey.

Approved by City Council on this _____ day of _____ 20____.

City Secretary or City Administrator



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Legacy Filing for KIWANIS CLUB OF DENTON, BREAKFAST, DENTON, TEXAS (file number 17683301), a Domestic Nonprofit Corporation, was filed in this office on August 11, 1961.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on May 03, 2021.



A handwritten signature in black ink, appearing to read "Ruth R. Hughs".

Ruth R. Hughs
Secretary of State



City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Consider and take action on an Interlocal Agreement with the Capital Area Council of Governments for a government management software license.

Staff Contact

Leanne Wilson, Director of Public Works and Development Services

lwilson@aubreytx.gov

Summary

South Central Planning and Development Commission (SCPDC) is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study the current issues affecting government, and provide services to business and citizens.

Aubrey will receive the Permits, Planning & Zoning, Code Compliance and Addressing and GIS Integration packages. This agreement entitles Aubrey to Maintenance and Support for each software module. Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of permit issuance data for permits supported by the MGO system. SCPDC will provide 24-hour emergency service support. After hours, cell numbers are accessed through an IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel.

The monthly rate is \$745.67

Financial Summary

This project was budgeted in the 2023-2024 budget process and funds are available.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve an Interlocal Agreement with the Capital Area Council of Governments for government management software license.

INTERLOCAL AGREEMENT FOR LICENSING SCPDC SOFTWARE

SECTION 1. PARTIES AND PURPOSE

1.1. The Capital Area Council of Governments ("**CAPCOG**" or "**Agent**") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, Chapter 391 of the Local Government Code, as amended, and is a signatory Agent for South Central Planning and Development Commission ("**Licensors**" or "**SCPDC**").

1.2. The City of Aubrey, Texas ("**Licensee**" or "**City**"), is a home rule municipality of the State of Texas operating under its charter and the laws of the State of Texas, at 107 S. Main Street, Aubrey, Texas, 76227 and domiciled in Denton County.

1.3. SCPDC is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study the current issues affecting government, and provide services to business and citizens.

1.4. SCPDC has created a unique suite of government management software modules collectively called MyGovernmentOnline ("**MGO**") software (the "**SCPDC Software**") and this contract is entered into among Licensee and SCPDC under Chapter 791 of the Texas Government Code to allow Licensee to use the SCPDC Software under certain terms and conditions. CAPCOG has been granted a limited power of attorney by SCPDC to execute this contract on SCPDC's behalf.

This **INTERLOCAL AGREEMENT** (this "**Agreement**") is entered into by and between SCPDC and Licensee, and describes the terms and conditions pursuant to which SCPDC shall license to Licensee the use of, and provide support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

SECTION 2. DEFINITIONS

2.1 "**CONFIDENTIAL INFORMATION**" means this Agreement, including all of its terms, and all its Schedules, any addenda hereto signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the Effective Date of this Agreement.

Proprietary Information and Texas Public Information Act: All material submitted to the City may become public property and subject to the Texas Public Information Act upon receipt. If SCPDC does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The City will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by SCPDC, the City may choose to place such information on the City's website and/or a similar public database without obtaining any type of prior consent from SCPDC.

To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that the City, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the City as to whether or not the same are available to the public. It is further understood that the City's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the City, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the City by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

2.2 **"DOCUMENTATION"** means any on-line help files, instruction manuals, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time.

2.3 **"EFFECTIVE DATE"** means the later of the dates on which Licensee and SCPDC have each signed this Agreement.

2.4 **"EQUIPMENT"** means the computer system, including peripheral equipment and operating system software, specified in Schedule B, attached hereto and incorporated herein for all purposes.

2.5 **"MAJOR AND MINOR UPDATES"** shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, MGO version X.0 (major update) and MGO version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 **"SITE"** means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 **"SOFTWARE"** or "SCPDC SOFTWARE" means the computer software programs specified in Schedule A, attached hereto and incorporated herein for all purposes, and otherwise provided for Licensee use pursuant to this Agreement.

2.8 **"USE"** means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 **"PERMIT"** shall mean any type of permit, including but not limited to, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall not be considered a single permit when calculating funds owed SCPDC pursuant to the terms of the Cooperative Endeavor Use Agreement, attached hereto in Schedule C, and incorporated herein for all purposes.

2.10 **"License Fee(s)"** shall mean all payment due pursuant to this Agreement, including the permit volume package amount and the payments due for the elected add on modules as detailed in Schedule A.

SECTION 3. LICENSE, DELIVERABLES AND COPIES

3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, SCPDC grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license during the term of this Agreement to use SCPDC's Software, through Internet access only, internally on one or more servers controlled by or on behalf of Licensee solely for purposes of using the SCPDC's products known as MyGovernmentOnline. The scope of the foregoing license encompasses Licensee's internal use of SCPDC's Software in connection with providing services to Licensee's customers, allowing customers of Licensee access to Licensee's portal for the purpose of researching permit requirements and submitting permit requests to the Licensee, but excludes any sublicensing of SCPDC's Software, uploading or otherwise transferring, or providing direct access to, SCPDC's Software to any third party without SCPDC's prior written consent, including access by any third party to the SCPDC's Software on a stand-alone basis. License granted herein includes the use of Documentation in connection with Use of the Software.

(b) **OWNERSHIP.** SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (1) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (2) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (3) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software

as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software. If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may not develop products that interface or are intended for use with the SCPDC Software without SCPDC's express written permission.

3.2 DELIVERABLES. SCPDC shall issue to Licensee, as soon as practicable, a web address from where the Licensee can select "jurisdiction login." The login account shall be comprised of a unique username (for instance john.doe@scpd.org) and password for each user of the system in the employ and under control of Licensee.

3.3 COPIES. Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

SECTION 4. LICENSE RESTRICTIONS

4.1 Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

SECTION 5. LICENSE FEE

5.1 LICENSE FEE. In consideration of the license granted pursuant to Section 2.1. Licensee agrees to pay SCPDC the License Fee specified in Schedule A. Licensee shall pay SCPDC a fee based on Licensee's use of the SCPDC Software, determined according to the terms set forth in Schedule A. It is expressly agreed that the Licensee will not house transactions that are the basis of fees paid to SCPDC in another system with the intention of avoiding the responsibility of paying fees to SCPDC for the term of this Agreement.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code.

5.2 TAXES. SCPDC and Licensee are both tax exempt entities and no taxes are expected from this transaction. The parties are exempt from paying sales tax. In no event shall the parties be liable for any personal property taxes which may otherwise be levied on the other or on any taxes levied on either parties' employees' wages or any other taxes which may otherwise be required to be paid by the parties under federal or state law.

5.3 NO OFFSET. Fees and expenses due from Licensee under this Agreement may not be withheld or offset by Licensee against other amounts owed by SCPDC for any reason.

SECTION 6. MAINTENANCE AND SUPPORT

6.1 Licensee agrees to pay License Fees according to Schedule A. For so long as Licensee is current in the payment of all License Fees in Schedule A, with respect to each software module, Licensee will be entitled to Maintenance and Support for each Software module as set forth in Schedule C attached hereto. Failure to pay fees with respect to any Software module shall be deemed a breach of this Agreement and in such event SCPDC shall have the right to terminate the rights granted hereunder with respect to the applicable Site for the term of this Agreement.

SECTION 7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 **LIMITED WARRANTY.** SCPDC warrants for the term of this Agreement that the Software will perform in substantial accordance with the Documentation under normal use. If during the term of this Agreement the Software does not perform as warranted (a "**Non-Conformance**"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation;

(d) CAPCOG warrants that it possesses all the right, title, interest and authority to execute this Agreement on behalf of SCPDC with Licensee. SCPDC warrants that it possesses all of the right, title, interest and authority to execute this Agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 **DISCLAIMER.** EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR,

THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 ALLOCATION OF RISK. The provisions of this Section 7 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

7.4 LIMITATION. The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the Software made by any party other than SCPDC or SCPDC's authorized representative.

SECTION 8. CONFIDENTIALITY

8.1 CONFIDENTIAL INFORMATION. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent, except as required by law. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Furthermore, it is understood that the terms of this Agreement reflect consideration received by Licensee in return for being an early user of the Software. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to a public information request pursuant to Chapter 552, Texas Government Code, (ii) already in the other party's possession and not subject to a confidentiality obligation, (iii) obtained by the other party from third parties without restrictions on disclosure, (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein will prevent routine discussions by the parties that normally take place in a "user group" context.

8.2 INJUNCTIVE RELIEF. In the event of actual or threatened breach of the provisions of Section 8.1, the non-breaching party will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

SECTION 9. TERM AND TERMINATION

9.1 TERM. This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years thereafter. The Agreement will automatically renew for 12-months periods following the end of the initial term unless either party has provided the other party with a written termination notice of its intention not to renew at least ninety (90) days prior to the expiration of the then-current term, or otherwise terminated in accordance with this Agreement.

9.2 TERMINATION. This Agreement is terminated by any of the following (each, a "Termination Event"):

(a) By either party. Either party may terminate this Agreement (i) for any reason with a least ninety (90) days written notice to the other party; or (ii) if either party is in material breach of any non-monetary term, condition or provision of this Agreement, which breach, if capable of

being cured, is not cured within thirty (30) days after the non-breaching party gives the breaching party written notice of such breach; or (iii) either party becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

(b) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1st of the following month.

(c) By SCPDC. Upon written notice to Licensee if any of the following events occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) SCPDC elects to refund Licensee's fees.

(c) This agreement is subject to the availability and appropriation of budgeted funds by the parties, and upon an occurrence of non-appropriation by either party, this Agreement shall terminate immediately.

9.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third-party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

9.4 In the event of the termination or nonrenewal of this Agreement, SPCDC warrants that the information stored by SPCDC as a result of Licensee use of the MGO will be available to Licensee.

SECTION 10. NON-ASSIGNMENT

10.1 Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of SCPDC, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

SECTION 11. NOTICES

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposited the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To: South Central Planning and
Development Commission

To: City of Aubrey

Address: 5058 West Main St.
Houma, LA 70360

Address: 107 S. Main Street
Aubrey, TX 76227

SECTION 12. MISCELLANEOUS

12.1 VIRUSES AND DISABLING DEVICES. Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine. Any of the foregoing events shall be a material breach of this Agreement, for which Licensee may choose to terminate this Agreement.

12.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

12.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

12.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended, except by a writing signed by both parties.

12.7 SCPDC'S PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of SCPDC that is required before Licensee may take an action may be granted or withheld in SCPDC's sole and absolute discretion.

12.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

12.9 PUBLIC ANNOUNCEMENTS. Licensee acknowledges that SCPDC may desire to use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of SCPDC, and Licensee agrees that SCPDC may use its name in such a manner. Licensee reserves the right to review any use of its name and to withhold permission, which permission will not reasonably be withheld.

12.10 DISPUTE RESOLUTION. The parties have entered into this Agreement voluntarily and in good faith. As a result, if any dispute, claim or controversy ("dispute") arises between them, unless otherwise provided in this Agreement, they agree that they will first attempt to resolve the dispute by entering into mediation with a Texas certified mediator selected by mutual agreement of the parties.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

Venue and Governing Law: Venue of this contract shall be Denton County, Texas, and the law of the State of Texas shall govern.

12.11 HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

12.12 ENTIRE AGREEMENT. This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter, except as provided in Section 8.1 with respect to the definition of "Confidential Information."

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF AUBREY

SOUTH CENTRAL PLANNING AND
DEVELOPMENT COMMISSION, INC.
THROUGH ITS AGENT, CAPCOG

By:

By:

Chris Rich, Mayor

Betty Voights, Executive Director

Date

Date

Witness

Date: _____

SCHEDULE A
INTERLOCAL CONTRACT
South Central Planning and Development Commission and Jurisdiction Government

SOFTWARE AND LICENSE FEE

A. SOFTWARE USE

Licensee use of SCPDC's MGO System, Standard configuration, including the following modules: Permit Management, Plan Review, Inspections, Alerts and functionality that is incorporated into MGO System and not identified as a separate chargeable option. Inspection Anywhere System, Standard Configuration.

B. LICENSE FEE

1. MyGovernmentOnline:

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

		MONTHLY RATE			
Permit Volume	Overage Rate	Permits	Planning & Zoning	Code Enforcement	Addressing / GIS Integration
0 - 500	\$10.00	\$260.42	\$156.25	\$99.00	\$230.00
501 - 1000	\$10.00	\$500.00	\$300.00	\$99.00	\$230.00
1001 - 2000	\$10.00	\$958.33	\$575.00	\$143.75	\$230.00
2001 - 4000	\$10.00	\$1,833.33	\$1,100.00	\$275.00	\$230.00
4001 - 6000	\$10.00	\$2,500.00	\$1,500.00	\$375.00	\$230.00
6001 - 8000	\$10.00	\$3,166.67	\$1,900.00	\$475.00	\$230.00
8001 - 10000	\$10.00	\$3,750.00	\$2,250.00	\$562.50	\$230.00
10001 - 12000	\$10.00	\$4,250.00	\$2,550.00	\$637.50	\$230.00
12001 - 14000	\$10.00	\$4,666.67	\$2,800.00	\$700.00	\$230.00
14001 - 16000	\$10.00	\$5,000.00	\$3,000.00	\$750.00	\$230.00
16001 - 18000	\$10.00	\$5,250.00	\$3,150.00	\$787.50	\$230.00
18001 - 30000	No Overage	\$5,416.67	\$3,250.00	\$812.50	\$230.00

ANNUAL PERMIT VOLUME OVER 30,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.

The Licensee has agreed to the 0 – 500 Permit Volume package. It is understood this will be billed on a levelized billing system of \$745.67 monthly. If anytime during a calendar year the total volume of permits exceeds the packages permit volume, Licensee shall pay, in addition to its package Rate Per Permit fee, the Overage Rate shown in the Schedule above. Permit volume packages may be adjusted annually. At the end of a permit volume year if the Licensee's permit volume exceeds 20% of the max permit volume number of their currently subscribed package the Licensee shall automatically subscribe to the package that the total new permit volume count places them in.

Add on modules of a standard configuration of Solution Center, Addressing / GIS Integration may be activated by request during the term of this agreement for the monthly rates defined in the rate chart in Schedule A that corresponds to the Licensee's selected permit package. In the event the Licensee makes a change to the original permit package chosen, the monthly rate shall change to correspond with the rate chart as shown in Schedule A.

TOTAL MONTHLY COST: \$

C. OTHER FEES

1. ON-SITE VISITS: Authorized On-Site Visits: On-sites visits shall be authorized by the Licensee and will be reimbursed to the SCPDC for costs of lodging, meals, and transportation incurred during each visit. Reimbursements will be in accordance with the current U.S. General Services Administration (GSA) per diem rates applicable to the visit location. Additionally, a 10% administrative fee will be applied to the total reimbursable expenses.

2. INTEGRATION FOR ONLINE CREDIT CARD OR ACH TRANSACTIONS: Existing Credit Card Vendor: \$100.00 one-time fee; New Credit Card Vendor: \$500.00 one-time fee.

3. HISTORIC DATA IMPORTS: Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time are subject to a custom quote.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

SCHEDULE B
COOPERATIVE ENDEAVOR USE AGREEMENT
South Central Planning and Development Commission and Jurisdiction

EQUIPMENT SITE, USER NAME, AND PERSONAL ACCESS PASSWORD

SECTION 1. EQUIPMENT SITE

1.1 The following is the Equipment on which Licensees may use the software:

Restricted to computers used by Licensee's personnel in order to accomplish Personnel's job duties via the Internet for access to SCPDC Software, each user having a specially assigned user name and a personal access password.

SECTION 2. USER NAME AND PERSONAL ACCESS PASSWORD

1.2 At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for Personnel account creation requests. Upon completion of the forms the licensee will return the forms to SCPDC or its AGENT and accounts shall be created in the system with information provided on the forms. Users can change the provided password on the form in the software after their first login. The personal user name and personal access password will be maintained in camera and not distributed to the public. Additional personal user names and personal access passwords may be provided upon a written request to SCPDC with the user creation form providing the user name and confirmation that the user is an employee of Licensee is supplied to SCPDC, which will become an addendum to this schedule, such request will not be unreasonably withheld.

SCHEDULE C
COOPERATIVE ENDEAVOR USE AGREEMENT
South Central Planning and Development Commission and Jurisdiction

MAINTENANCE AND SUPPORT

SECTION 1. DEFINITIONS

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function, however the system is still serving Licensee.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software which causes the system to be down and not serving as designed, or has a significant revenue impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address: 5058 West Main Street
Houma, LA 70360

Hours of Operation: 8:00 AM to 4:30 PM

Telephone: 1 (866) 957-3764

Contact Information:

E-mail: support@mygovernmentonline.org
Ryan Hutchinson,
Chief Technology Officer

SECTION 2. TERM AND TERMINATION

2.1 SCPDC's provision of Maintenance and Support to Licensee will be through the term of the Agreement.

SECTION 3. MAINTENANCE AND SUPPORT SERVICES

Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of permit issuance

data for permits supported by the MGO system. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MGO Software as they become available. Upon Licensee's request SCPDC will attempt, so long as practicable, to convert Licensee's current permit data for use with SCPDC Software. Upon Licensee's request SCPDC will, as long as practicable, will perform regularly scheduled exports of Licensee's permit and inspection data to Licensee's database. Within SCPDC's capabilities, SCPDC will perform customization of SCPDC Software based on Licensee's specific jurisdiction. Whenever possible, SCPDC will provide features in the SCPDC Software allowing Licensee to create and search variances and define relationships between variances and permits. SCPDC will provide remote support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports. The client will be expressly forbidden from creating add-ons or feature changes to that version or disclose the source code to any third party.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. Maintenance and Support is available at the following Response Times: (i) Support Call (Tier 3): response time three (3) hours, patch or work-around next day, fixed or documented in next major product release (ii) Support Call (Tier 2): response time six (6) hours, patch or work-around within five days, fixed or documented in next major product release; (iii) Support Call (Tier 1): one (1) business day, problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC.

3.3 ON-SITE ASSISTANCE. At SCPDC's discretion, SCPDC can decide to provide Maintenance and Support at the Licensee Site. In such event that on-site support is agreed to be provided by both the Licensee and SCPDC, then Licensee will reimburse SCPDC for all related traveling expenses and costs for board and lodging.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates. Causes which are not attributable to SCPDC include but are not limited to:

(a) **ACCIDENT.** Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

- (b) Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;
- (c) Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives;
- (d) Software programs made by Licensee or other parties.

SECTION 4. RESPONSIBILITIES OF LICENSEE

SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

- 4.1 Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to dial-in to the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software.
- 4.2 Licensee shall provide supervision, control and management of the Use of the Software. In addition, Licensee shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or Equipment.
- 4.3 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.
- 4.4 Licensee shall maintain a current backup copy of all records and transactions using the SCPDC Software.
- 4.5 Licensee shall properly train its personnel in the Use and application of the Software and the Equipment on which it is used.

SECTION 5. MAINTENANCE FEE

- 5.1 For Licensee the maintenance fees are waived and the license fees cover all costs for maintenance and support for the terms of this Agreement.

SECTION 6. ASSIGNMENT OF DUTIES

- 6.1 SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's consent.

SECTION 7. PROJECT ABANDONMENT

- 7.1 Should SCPDC abandon development and support of the MGO system and can no longer fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of MGO Software will be licensed to Licensee under an open-source license agreement such as for

instance GNU. The specific open-source license agreement would be chosen by SCPDC at such time.

SECTION 8. LICENSEE DATA

8.1 Upon the client's written request, SCPDC agrees to provide all hosted client data to the client electronically once a calendar year in either the existing database format or CSV format. Upon Licensee request, these transfers can be automated to take place on a regular schedule. SCPDC will not be held liable if technical issues disrupt the automatic scheduling of a data transfer. SCPDC will take all reasonable care to safeguard and protect the Licensee's data. Licensee expressly agrees to maintain on its site and under its care a current copy of Licensee's permitting data.

SECTION 9. ROLE OF AGENT

9.1 The Agent ("CAPCOG") has no obligations or liabilities to the Licensee implied or written in this Agreement. CAPCOG's responsibilities and obligations are to SCPDC only and defined specifically in a separate agreement between SCPDC and CAPCOG,. The SCPDC and CAPCOG agreement may provide additional services to the licensee which could include but not limited to onsite representation, support issue mediation and marketing material distribution.

Accepted:

City of Aubrey, Texas

By: Chris Rich, Mayor

Date: _____

Witness

Date: _____

South Central Planning and Development Commission,
Through its agent, CAPCOG

By: Betty Voights, Executive Director

Date: _____



City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Approve a final payment to THI Water Well Company for emergency repairs to the Rockhill Water Well in the amount of \$152,860.35.

Staff Contact

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

Summary

The Rockhill Water Well failed in March 2024. THI Water Well was called in to make an emergency repair to the well. It was discovered that the well pump and motor needed to be replaced. Once the new pump and motor was delivered, THI began installing the pump and motor. During the installation, the threads on the column pipe tore and the well pump and motor were dropped into the well.

THI worked to retrieve the pump and motor until it was retrieved on May 3, 2024. The pump and motor were damaged beyond repair. THI ordered a second pump and motor, new column pipe and cabling. THI installed the new equipment but was not able to keep the site running. This new equipment is onsite, and THI received payment in the amount of \$104,804.16 in July.

The final invoice is for additional services from July and August for fishing out additional pieces of equipment and trying to open up the liner and restore the flow, which was not successful. The process of developing a new well and plugging this well has initiated and we hope to have a new well pumping within 18-months.

Financial Summary

The initial project was funded by capital in the water sytem expansion project.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve a final payment to THI Water Well Company for emergency repairs to the Rockhill Water Well in the amount of \$152,860.35.



Memo

To: Charles Kreidler, City Manager

From: Leanne Wilson, Director of Public Works and Development Services

RE: Rockhill Water Well Emergency Repair

On March 6, 2024, the Rockhill Water Well failed. As you are aware we also have the Faulkner Water Well out of service. With both wells out of service we will not be able to meet the upcoming summer pumping demands.

THI Well Service was called for an emergency repair. The estimated cost of repair is \$125,000. Please let me know if you need any additional information.

THI Water Well
PO Box 1419
Bowie, TX 76230
940-872-6633



INVOICE

BILL TO
City of Aubrey
107 South Main Street
Aubrey, TX 76227

INVOICE # 3614
DATE 09/10/2024
TERMS Due on receipt

SERVICE DATE	WELL LOCATION	POINT OF CONTACT
June, July, August 2024	Rock Hill Rd 4 Job 10649	Joe Hernandez

DESCRIPTION	QTY	RATE	TOTAL	AFE/CC/PO#
SERVICE CHARGES				
This is the invoice for the work done to fish out the equipment that parted and fell in the well and trying to open up the liner and restore flow.				
Fishing Tool #1	1	1,650.00	1,650.00	
Fishing Tool #2	1	1,950.00	1,950.00	
Fishing Tool #3	1	1,580.00	1,580.00	
Fishing Tool #4	1	4,800.00	4,800.00	
Camera Survey	4	600.00	2,400.00	
Air Jetting	2	5,500.00	11,000.00	
Power Swivel & Support Equipment to Mill Liner	1	29,990.35	29,990.35	
Rig Time	25	3,000.00	75,000.00	
MATERIAL CHARGES				
SME 70hp	1	6,222.00	6,222.00	
Gicon Pump	1	6,300.00	6,300.00	
Wire - 1/0	1,000	11.21	11,210.00	
Check Valve(s) - 4"	2	379.00	758.00	

REGULATED BY:	SUBTOTAL	152,860.35
THE TEXAS DEPT. OF LICENSING	TAX	0.00
AND REGULATION	TOTAL	152,860.35
P.O. BOX 12157	BALANCE DUE	\$152,860.35
AUSTIN, TX 78711		
800-803-9202		
512-463-7880		



City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Approve an Ordinance amending Ordinance No. 741-22 creating a Tax Increment Reinvestment Zone No. 3 to correct a scrivener's error and providing an effective date, City of Aubrey, Texas. (High Point Ranch Development)

Staff Contact

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

Summary

This item is an Ordinance amending the original TIRZ #3 (High Point) ordinance (number 741-22) correcting an error in Section 6 stating that the City elects to pledge 38% of the tax increment generated by the M&O component of the city's tax rate. Section 6 should have stated that the City elects to pledge 38% of its **total tax rate**. This change (i.e., from 38% of M&O to 38% of the total tax rate) is consistent with the High Pointe development agreement and consistent with the tax increment allocations in the City's other tax increment reinvestment zones (TIRZ #1 - Jackson Ridge and TIRZ #2 - Keeneland).

Financial Summary

The change to 38% of the total tax rate is in line with the City's financial plan for the High Point development.

Staff Recommended Action

Approve

Staff Recommended Motion

I move to approve this Ordinance amending Ordinance 741-22

CITY OF AUBREY, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, AMENDING ORDINANCE NO. 741-22 DESIGNATING A GEOGRAPHIC AREA WITHIN THE CITY AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS TAX INCREMENT REINVESTMENT ZONE NUMBER THREE, CITY OF AUBREY, TEXAS; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE, TO CORRECT A SCRIVENER'S ERROR WITHIN THE RESOLUTION REGARDING THE TAX INCREMENT TO BE ALLOCATED TO THE ZONE

WHEREAS, the City of Aubrey, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of the municipality by ordinance may designate a geographic area that is in the corporate limits of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the Aubrey City Council (the "City Council") desires to promote the development of a certain geographic area in the city, which is more specifically described in *Exhibits "A" and "B"* attached to the Original Ordinance (hereinafter defined) (the "Zone"), through the creation of a reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

WHEREAS, pursuant to and as required by the Act, the City has prepared a *Preliminary Reinvestment Zone Project Plan and Financing Plan for Tax Increment Reinvestment Zone Number Three, City of Aubrey, Texas* attached as *Exhibit "C"* to the Original Ordinance for a proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in a newspaper having general circulation in the City on February 4, 2022, which date was before the seventh (7th) day before the public hearing held on February 22, 2022; and

WHEREAS, at the public hearing on February 22, 2022, interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone, and the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on February 22, 2022; and

WHEREAS, the City has taken all actions required to create the Zone, including, but not limited to, the Act, the Texas Open Meetings Act, and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed Zone, excluding property that is publicly owned, that is used for residential purposes is less than thirty percent (30%); and

WHEREAS, a Preliminary Project and Finance Plan was prepared for the proposed Zone; and

WHEREAS, the City Council of the City, by its adoption of Resolution No. 741-22, designated the Zone as Tax Increment Reinvestment Zone Number Three, City of Aubrey, Texas (the “Original Ordinance”), which ordinance also: described the boundaries of the Zone; created a Board of Directors for the Zone; established a tax increment fund for the Zone; contained findings related to the creation of the Zone; provided a date for the termination of the Zone; provided that the Zone take effect immediately upon passage of the Original Ordinance; provided a severability clause; and provided an effective date of the Original Ordinance; and

WHEREAS, the Original Ordinance, in Section 6 contained therein, incorrectly described the percentage of the City’s tax increment to be allocated to the tax increment fund for the Zone; and

WHEREAS, the City Council of the City has determined that it is necessary to adopt this Ordinance to amend Ordinance No. 741-22 for the purposes stated herein.

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

SECTION 1. The facts and recitals contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are hereby incorporated herein.

SECTION 2. Section 6 of the Original Ordinance is hereby amended and restated in its entirety to read as follows:

SECTION 6. TAX INCREMENT BASE AND TAX INCREMENT. That the tax increment base for the Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 2022, which is the year in which the Zone was designated as a reinvestment zone, as defined by Section 311.0123.

The Tax Increment Fund shall consist of (i) the percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each tax unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the TIF Fund under an agreement with the City authorized by Section 311.013(f) of the Texas Tax Code, and (ii) thirty-eight percent (38%) of the tax increment generated by the City’s total tax rate, as defined by Section 311.012(a) of the Texas Tax Code, less collection and administrative expenses, and subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment.

SECTION 3. All capitalized terms used herein without definition shall have the meanings assigned to them in the Original Ordinance.

SECTION 4. Except as expressly modified herein, each of the terms and provisions of the Original Ordinance are unchanged and continue in full force and effect.

SECTION 5. This Ordinance shall take effect immediately from and after its passage and publication as required by law.

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

APPROVED:

Chris Rich, Mayor

ATTEST:

Jenny Huckabee, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney



City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Consider and act on a Resolution approving a Government Obligation Contract providing for the Vactor Combination Single Engine Sewer Cleaner (KS StateBank); and authorizing the City Manager and necessary City Staff to execute necessary documents.

Staff Contact

Leanne Wilson, Director of Public Works and Development Services

lwilson@aubreytx.gov

Summary

This item is for the non-traditional acquisition of a combination sewer cleaner truck. This item was presented in the 2023-2024 budget workshop as a Kinloch Equipment & Supply, Inc. Mile After Mile Program. This program has become popular with many other utilities as the maintenance and upkeep on this type of equipment is very costly.

This program offers equipment built to the City's specifications and requirements, a five-year bumper-to-bumper warranty for both the truck chassis and sewer cleaner, all repairs and maintenance is included (except rudder hose) and a guaranteed minimum ninety-five percent equipment availability supported by free of charge loaner equipment in the event the truck is down.

This program is offered as a five-year lease with an annual or monthly payment option, a balloon payment at the end of the term with a guaranteed repurchase amount from Kinloch Equipment & Supply equivalent to the amount of the balloon payment resulting in net-zero out of pocket to the City.

Financial Summary

This equipment was budgeted in the 2023-2024 budget and funds are available.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve a Resolution approving a Government Obligation Contract providing for the Vactor Combination Single Engine Sewer Cleaner (KS StateBank); and authorizing the City Manager and necessary City Staff to execute necessary documents.



Mile After Mile™ Proposal

For the City of Aubrey



As an alternative to the traditional equipment acquisition model, we offer a turnkey “cradle to grave” equipment acquisition and operation solution that achieves the best of both worlds.....high productivity and low cost of ownership and operation. We call this program **Mile After Mile™**.

We are pleased to offer our proposal based on the Vactor iMPACT combination sewer cleaner. Vactor is the North American market leader, enjoying just over 54% market share.

Essentially, this is what this program offers:

- Equipment built to the City’s specifications and requirements as outlined in the accompanying proposal
- A five (5) year bumper-to-bumper warranty for both the truck chassis and sewer cleaner
- All repairs & maintenance included (except rodder hose)
- Guaranteed minimum 95% equipment availability supported by free of charge loaner equipment in the event of protracted downtime

This again is designed to offer a low, fixed cost of operation and a correspondingly high level of equipment availability. This yields a lower cost of ownership per productive hour which I’ll explain later in this proposal.

This program is offered as a five (5) year lease with your choice of monthly or annual payments, a balloon payment at the end of the term with a guaranteed repurchase amount from Kinloch Equipment & Supply equivalent to the amount of the balloon payment resulting in net zero out of pocket to the City.

ACQUISITION OPTIONS

Model	Vactor iMPACT
Debris Body Capacity	3 Cubic Yards
Water Tank Capacity	500 Gallons
Vacuum System	Roots 616 15” Positive Displacement Blower
Boom	5’ Extendable
Outright Purchase Price of Vactor iMPACT	\$352,143.
Mile After Mile™ Program	
Five (5) Year Bumper to Bumper Warranty	Included in Payment
Five (5) Year Repair & Maintenance Agreement	Included In Payment
Free Loaner Equipment	Included In Payment
Payment Schedule	
Five (5) Annual Payments of	\$70,897.
OR	
Sixty (60) Monthly Payments of	\$6,072.
Purchase Option	
Upon the conclusion of the five (5) year lease term, the City of Aubrey has first option to purchase this equipment for \$174,622. The City is under no obligation to exercise this option and can opt to return the equipment to Kinloch Equipment & Supply, Inc. with no further financial obligation.	

COST PER PRODUCTIVE HOUR

Assumptions:

- 8 hours in a normal single shift workday.
- 52 weeks in a year equals 2,080 normal work hours.
- ~10 days per year (80 hours) of Federal holidays.
- Net 2,000 normal work hours per year
- Minimum of 95% guaranteed equipment availability

Payment Frequency	Cost Per Productive Hour
Annual	\$37.31
Monthly	\$38.25

This proposal is made as a matter of convenience. Per State of Texas Motor Vehicle laws, any order generated as a result of this proposal needs to be made in favor of Doggett Freightliner of South Texas as the TIPS contract holder for the make and model of chassis offered in this proposal.

Prices quoted herein are valid until April 13, 2024.

Sincerely,



Daniel J. Federico
Sales Manager

EXHIBIT D
OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of _____, between (Obligee) and (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of _____, between (Obligor) and (Obligee).
2. **Personal Property Finance Act.** The Governing Body of Obligor will enter into the Contract, together with all related documents, as authorized by the Public Property Finance Act, Subchapter A, Chapter 271, Local Government Code (the "PPFA").
3. **Pledge of Funds.** For each year in which Contract Payments are due pursuant to the Contract, enterprise funds lawfully available to Obligor and applied for such purpose to provide for the timely payment of Contract Payments when due.
4. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s): _____
(Typed or Printed Name and Title of individual (s) authorized to execute the Contract)

5. **Adoption of Resolution.** The signatures below from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____
(Signature of Board Chairman or other authorized member of the Obligor's Governing Body)

Printed Name & Title: _____
(Printed Name and Title of individual who signed directly above)

Attested By: _____
(Signature of Obligor's Board Secretary or Board Clerk)

Printed Name & Title: _____
(Printed Name of individual who signed directly above)



City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Receive a presentation regarding the Final Pricing of the Combination Tax and Revenue Certificates of Obligation, Series 2024A.

Staff Contact

Mike English, Finance Director

menglish@aubreytx.gov

940-440-9343

Summary

Jim Sabonis of Hilltop Securities will present the results of the debt sale of the City's Certificates of Obligation, Series 2024A. Proceeds from the sale of these certificates will be used to fund the construction of a waste water treatment plant and other related utility projects.

Financial Summary

The PAR amount of the bonds is expected to be \$52,940,000. Projected bond issue costs are \$410,600 and underwriters' discounts are \$529,400, resulting in bond funded project proceeds of \$52,000,000. Additionally, developers have contributed \$10,000,000 for their projected portion of the project cost giving the City \$62,000,000 available for the utility project. The project cost is broken down as follows:

Hwy 377 Utility Relocates	\$ 6,000,000
Project 38 - Land Purchase UTRWD Delivery	\$ 3,500,000
Project S5 - Pecan Creek LS, Phase II Expansion	\$ 379,548
Project W4.3 - Rockhill GS (.50 MGD)	\$ 475,880
Project W4.2 - Rockhill HS Pumps (1 MGD)	\$ 627,007
Project W4.1 - Rockhill Well (.75 MGD)	\$ 713,820
Project S7 - WWTP Expansion, Phase I (2.25 MGD)	\$ 50,000,000
I&I Sewer Line Improvements	\$ 300,000
Total	\$ 61,996,255

Staff Recommended Action

Staff Recommended Motion

No motion required on this Agenda item



City Council Meeting

Community Center and Council Chamber Dedication Staff Report September 26, 2024

Agenda Item

Consideration and action on an Ordinance providing for the issuance of City of Aubrey, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024A in the not to exceed aggregate principal amount of \$60,000,000 for water and wastewater improvements and related cost; levying a tax in payment thereof; prescribing the form of said certificates; authorizing the execution and delivery of a bond purchase agreement, and a paying agent/registrar agreement; approving the official statement; and enacting provisions incident and relating to the subject and purposes of this Ordinance.

Staff Contact

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

Summary

Staff Report – Ordinance authorizing the issuance of Certificates of Obligation, Series 2024

At the September 26, 2024 regular Aubrey City Council meeting we will be presenting the final pricing and final transaction numbers relating to the Certificates of Obligation, Series 2024. Jim Sabonis from Hilltop Securities, the City's financial advisor, will present the final pricing. Julie Partain from Bracewell, LLP, the City's bond counsel, will be at the meeting to answer any questions.

The estimated total project cost is \$62 million. Of this amount, the certificates of obligation, series 2024A, will fund \$52 million and developer contributions will fund \$10 million. Excluded from these funding sources are additional near term payments to be received from the developer of \$2.5 million as well as water/sewer impact fees – we estimate these impact fees will total approximately \$5.2 million over the next three years. Also, funds received will be invested until needed, generating interest income over the construction term. These funding sources will be initially used to offset cost overruns and change orders as incurred. Over the term of the bonds, 25 years, the debt service on the outstanding obligations is expected to be met by new water/sewer system revenues and impact fees. Funds held in reserve will be used to offset any unforeseen cost overruns and/or revenue shortfalls.

The final analysis of the "Projected Utility Debt Issuance and Utility System Cash Flow Available for Debt Service" shows positive cash flow available to fund future debt service obligations. Cash flow available for debt service includes existing water/sewer system revenue surpluses, future water/sewer system revenue surpluses from adding new customers and water/sewer impact fees. The final analysis reflects a positive net cash available over the first five years of the project of \$2.4 million (i.e., cash available for debt service versus cash required for debt service).

Staff recommends approval of the Ordinance Authorizing the Issuance of Certificates of Obligation, Series 2024A.

Financial Summary

Financial information included above.

Staff Recommended Action

Approve

Staff Recommended Motion

I move to approve an Ordinance providing for the issuance of City of Aubrey Combination Tax and Revenue Certificates of Obligation, Series 2024A in the not to exceed aggregate principal amount of \$60,000,000.

ORDINANCE NO. _____

relating to

CITY OF AUBREY, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION
SERIES 2024A

Adopted: September 26, 2024

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AN ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF AUBREY, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024A IN THE AGGREGATE PRINCIPAL AMOUNT OF \$ _____; LEVYING A TAX IN PAYMENT THEREOF; PRESCRIBING THE FORM OF SAID CERTIFICATES; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING PROVISIONS INCIDENT AND RELATING TO THE SUBJECT AND PURPOSES OF THIS ORDINANCE

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended, the City of Aubrey, Texas (the "City"), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the City is authorized to provide that such obligations will be payable from and secured by the levy of a direct and continuing ad valorem tax against all taxable property within the City, in combination with all or a part of certain revenues of the City's combined water and wastewater system (the "System") remaining after payment of any obligations of the City payable in whole or in part from a lien or pledge of such revenues that would be superior to the obligations to be authorized herein as authorized by Chapter 1502, Texas Government Code; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interests of the City and its citizens that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue certificates of obligation of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City in accordance with the laws of the State of Texas, such certificates of obligation to be issued for the purpose of paying contractual obligations to be incurred for the purposes set forth in Section 3.1 hereof; and

WHEREAS, no petition of any kind has been filed with the City Secretary, any member of the City Council or any other official of the City, protesting the issuance of such certificates of obligation; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said certificates of obligation and to sell the same for cash; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUBREY:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

“Authorized Officer” means the City’s Director of Finance, or his designee.

“Certificate” means any of the Certificates.

“Certificate Date” means the date designated as the initial date of the Certificates by Section 3.2(a) of this Ordinance.

“Certificates” means the certificates of obligation authorized to be issued by Section 3.1 of this Ordinance and designated as “City of Aubrey, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024A.”

“City” means the City of Aubrey, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named herein, its office in Dallas, Texas, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means the Electronic Municipal Market Access system.

“Event of Default” means any event of default as defined in Section 10.1 of this Ordinance.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Initial Certificate” means the initial certificate authorized by Section 3.4 of this Ordinance.

“Interest and Sinking Fund” means the interest and sinking fund established by Section 2.2 of this Ordinance.

“Interest Payment Date” means the date or dates upon which interest on the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing on February 15, 2025.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the gross revenues of the System less the expenses of operation and maintenance as said expenses are defined by Chapter 1502, Texas Government Code, as amended.

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means BOKF, N.A., Dallas, Texas.

“Prior Lien Bonds” means any and all bonds or other obligations of the City presently outstanding or that may be hereafter issued, payable from and secured by a first lien on and pledge of the Net Revenues or by a lien on and pledge of the Net Revenues subordinate to a first lien and pledge of such Net Revenues but superior to the lien and pledge of the Surplus Revenues made for the Certificates.

“Project” means the purposes for which the Certificates are issued as set forth in Section 3.1.

“Record Date” means the last business day of the month next preceding an Interest Payment Date.

“Register” means the Register specified in Section 3.6(a) of this Ordinance.

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Representations Letter” means the Blanket Letter of Representations between the City and DTC.

“Representative” means BOK Financial Securities, Inc. acting by and on behalf of the Underwriters.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Surplus Revenues” means the revenues of the System in an amount equal to \$1,000 remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with the City’s Prior Lien Bonds.

“Surplus Revenue Fund” means the surplus revenue fund established by Section 2.3 of this Ordinance.

“System” as used in this Ordinance means the City’s combined water and wastewater system, including all present and future additions, extensions, replacements, and improvements thereto.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal of, redemption premium, if any, or interest on the Certificates as the same come due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity.

“Underwriters” means BOK Finance Securities, Inc. and Huntington Capital Markets.

Section 1.2 Findings.

The declarations, determinations, and findings declared, made, and found in the preamble to this Ordinance are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.3 Table of Contents, Titles, and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE CERTIFICATES; INTEREST AND SINKING FUND

Section 2.1 Payment of the Certificates.

(a) Pursuant to the authority granted by the Texas Constitution and laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance.

(d) The amount of taxes to be provided annually for the payment of principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(i) The City's annual budget shall reflect (a) the amount of debt service requirements to become due on the Certificates in the next succeeding Fiscal Year of the City, (b) the amount on deposit in the Surplus Revenue Fund and the Interest and Sinking Fund, as of the date such budget is prepared (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year), and (c) the amount of Surplus Revenues estimated and budgeted to be available for the payment of such debt service requirements on the Certificates during the next succeeding Fiscal Year of the City.

(ii) The amount required to be provided in the succeeding Fiscal Year of the City from ad valorem taxes shall be the amount, if any, the debt service requirements to be paid on the Certificates in the next succeeding Fiscal Year of the City exceeds the sum of (a) the amount shown to be on deposit in the Surplus Revenue Fund and the Interest and Sinking Fund (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year) at the time the annual budget is prepared, and (b) the Surplus Revenues shown to be budgeted and available for payment of said debt service requirements.

(iii) Following the final approval of the annual budget of the City, the governing body of the City shall, by ordinance, levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (ii) above, to be utilized for purposes of paying the principal of and interest on the Certificates in the next succeeding Fiscal Year of the City.

(e) The City hereby covenants and agrees that the Surplus Revenues are hereby irrevocably pledged equally and ratably to the payment of the principal of, redemption premium, if any, and interest on the Certificates, as the same become due.

Section 2.2 Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the “City of Aubrey, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024, Interest and Sinking Fund” (the “Interest and Sinking Fund”) said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable in accordance with their terms and this Ordinance.

Section 2.3 Surplus Revenue Fund.

The City hereby establishes a special fund or account to be designated the “City of Aubrey, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024, Surplus Revenue Fund” (the “Surplus Revenue Fund”) said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City, and shall in no event be diverted or drawn upon for any purpose other than those herein provided. All Surplus Revenues shall be paid over and deposited into the Surplus Revenue Fund. The Surplus Revenues shall be appropriated and employed in the following order:

(a) First: For deposit to the Interest and Sinking Fund to provide for the payment of the debt service requirements of the Certificates in accordance with the terms and conditions of this Ordinance; and

(b) Second: After all the requirements of subparagraph (a) above have been provided for, whether by the collection of an ad valorem tax levied in this Ordinance or by the use of the pledged Surplus Revenues, the Surplus Revenues may be used for any lawful purpose.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.1 Authorization.

The City’s certificates of obligation to be designated “City of Aubrey, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024A” (the “Certificates”), are hereby

authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, specifically Subchapter C, Chapter 271, Texas Local Government Code, as amended, and the City's Home-Rule Charter. The Certificates shall be issued in the aggregate principal amount of \$ _____ for the purpose of paying contractual obligations to be incurred for the following purposes, to wit: (i) designing, engineering, developing, constructing, improving and equipping water and wastewater facilities and improvements, including the acquisition of land; and (ii) professional services incurred in connection with item (i) and (iii) to pay the costs incurred in connection with the issuance of the Certificates.

Section 3.2 Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated September 15, 2024 (the "Dated Date"). The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Certificate, which shall be numbered T-1.

(b) The Certificates shall mature on February 15 in the years and in the principal amounts set forth in the following schedule:

\$ _____ Serial Certificates

<u>Year</u> <u>(2/15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		

\$ _____ Term Certificates

<u>Year</u> <u>(2/15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
20__		
20__		
20__ *		

*Maturity

(c) Interest shall accrue and be paid on each Certificate respectively until its maturity or prior redemption from the later of the date of their date of delivery to the Representative of the Underwriters (the "Delivery Date") or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on February 15 and August 15 of each year, commencing on February 15, 2025, computed on the basis of a 360-day year of twelve 30-day months.

Section 3.3 Medium, Method, and Place of Payment.

(a) The principal of, redemption premium, if any, and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owners as shown in the Register at the close of business on the Record Date.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner, at the address thereof as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such alternative banking arrangement. At the option of an Owner of at least \$1,000,000 principal amount of the Certificates, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Certificate shall be paid to the Owner thereof on the due date, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the City where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Ordinance.

(f) Unclaimed Payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Certificates to which the Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code. Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment on the Certificates thereafter coming due; to the extent any such moneys remain three years after the retirement of all outstanding Certificates, such moneys shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6 of the Texas Property Code.

Section 3.4 Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which Certificate shall be evidence that the Certificate has been duly approved by the Attorney General of the State of Texas, that it is a valid and binding obligation of the City, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one initial Certificate representing the entire principal amount of all Certificates, payable in stated installments to the Representative of the Underwriters or its designee, executed by the Mayor and City Secretary of the City, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver a single registered, definitive Certificate for each maturity, in the aggregate principal amount thereof, to DTC on behalf of the Representative. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 3.5 Ownership.

(a) The City, the Paying Agent/Registrar, and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment as herein provided (except interest shall be paid to the person in whose name such Certificate is registered on the Record Date), and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.6 Registration, Transfer, and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in a denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates exchanged for other Certificates in accordance with this Section.

(d) Each exchange Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such exchange Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Certificate called for redemption, in whole or in part, where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Certificate.

Section 3.7 Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying

Agent/Registrar shall then return such cancelled Certificates to the City or may in accordance with law destroy such cancelled Certificates and periodically furnish the City with certificates of destruction of such Certificates.

Section 3.8 Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed, or otherwise produced, in any denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions, and other variations as the officers of the City executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar; thereupon, upon the presentation and surrender of the Certificate or Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Certificate or Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificate or Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.9 Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.10 Book-Entry-Only System.

(a) Notwithstanding any other provision hereof, upon initial issuance of the Certificates, the Certificates shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Certificates shall be initially issued in the form of a single separate certificate for each of the maturities thereof.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose

of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners as shown in the Register, as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representations Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Certificates.

Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City determines that it is in the best interest of the City and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.12 Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the Representations Letter of the City to DTC.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1 Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.2 Optional Redemption.

(a) The City reserves the option to redeem Certificates maturing on and after February 15, 2035, in whole or in part, in principal amounts equal to \$5,000 or any integral multiple thereof, before their respective scheduled maturity dates, on February 15, 2034 or any date thereafter, such redemption date or dates to be fixed by the City, at a redemption price equal to the principal amount of the Certificates called for redemption, plus accrued interest to the date fixed for redemption.

(b) The City, at least forty-five (45) days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Certificates to be redeemed.

Section 4.3 Partial Redemption.

(a) If less than all of the Certificates are to be redeemed pursuant to Section 4.02 hereof, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.4 Mandatory Sinking Fund Redemption.

The Certificates maturing on February 15 in the years, 20__, 20__, and 20__ (the "Term Certificates") are subject to scheduled mandatory redemption and will be redeemed by the Town, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to

the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth below.

\$ _____ Term Certificates maturing February 15, 20 _____

Year	Principal Amount	Interest Rate
20__		
20__ *		

*maturity

\$ _____ Term Certificates maturing February 15, 20 _____

Year	Principal Amount	Interest Rate
20__		
20__ *		

*maturity

\$ _____ Term Certificates maturing February 15, 20 _____

Year	Principal Amount	Interest Rate
20__		
20__ *		

*maturity

(a) At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.5.

The principal amount of the Term Certificates required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.00 shall be reduced, at the option of the Town, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the Town and delivered to the Paying

Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.5 Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.6 Conditional Notice of Redemption.

The City reserves the right, in the case of an optional redemption pursuant to Section 4.2 herein, to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

Section 4.7 Lapse of Payment.

Money set aside for the redemption of the Certificates and remaining unclaimed by Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

Section 4.8 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.06 of this Ordinance, the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision

for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1 Appointment of Initial Paying Agent/Registrar.

BOKF, N.A. is hereby appointed as the initial Paying Agent/Registrar for the Certificates.

Section 5.2 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.3 Maintaining Paying Agent/Registrar.

(a) At all times while any of the Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.2 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar in substantially the form presented at this meeting, such form of agreement being hereby approved. The signature of the Mayor shall be attested by the City Secretary of the City.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.4 Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.5 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.6 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.7 Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1 Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The definitive Certificates, if any, shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.2 Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED

REGISTERED

No. _____

\$ _____

United States of America
State of Texas
County of Denton
CITY OF AUBREY, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2024A

INTEREST RATE: MATURITY DATE: DELIVERY DATE: CUSIP NUMBER:

_____ % February 15, _____ October 24, 2024 _____

The City of Aubrey (the “City”), in the County of Denton, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

and to pay interest on such principal amount from the later of the Delivery Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such August to be paid semiannually on February 15 and August 15 of each year, commencing February 15, 2025.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office in Dallas, Texas (the “Designated Payment/Transfer Office”), of BOKF, N.A., or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. At the option of an Owner of at least \$1,000,000 principal amount of the Certificates, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at

the close of business on the “Record Date,” which shall be the last business day of the month next preceding such interest payment date.

If the date for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the City where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Certificate is one of a series of fully registered certificates dated January 15, 2024 specified in the title hereof issued in the aggregate principal amount of \$ _____ (herein referred to as the “Certificates”), issued pursuant to a certain ordinance of the City (the “Ordinance”) for the purpose of paying contractual obligations to be incurred for authorized public improvements (collectively, the “Project”), as described in the Ordinance, and to pay the contractual obligations for professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Certificates.

The City has reserved the option to redeem the Certificates maturing on or after February 15, 20__, in whole or in part before their respective scheduled maturity dates, on February 15, 20__, or on any date thereafter, at a price equal to the principal amount of the Certificates so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

The Certificates maturing on February 15 in the years, 20__, 20__, and 20__ (the “Term Certificates”), are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the Town, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

\$ Term Certificates maturing February 15, 20

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20 <u> </u>		
20 <u> </u> *		

*maturity

\$ Term Certificates maturing February 15, 20

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20 <u> </u>		
20 <u> </u> *		

*maturity

\$ Term Certificates maturing February 15, 20

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20 <u> </u>		
20 <u> </u> *		

*maturity

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Certificates (or with respect to Term Certificates having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the Town, by the principal amount of any Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the Town and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the registered owner

of each of the Certificates to be redeemed in whole or in part. Notice having been so given, the Certificates or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; from and after such date, notwithstanding that any of the Certificates or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

The City reserves the right to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the designated office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Certificate called for redemption where such redemption is scheduled to occur within forty five (45) calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Certificate.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date) and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions, and things to be done precedent to and in the issuance of the Certificates have been properly done and performed and have happened in regular and due time, form, and manner as required by law; that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt

service requirements of the Certificates within the limit prescribed by law; that, in addition to said taxes, further provisions have been made for the payment of the debt service requirements of the Certificates by pledging to such purpose Surplus Revenues, as defined in the Ordinance, derived by the City from the operation of the combined water and wastewater system in an amount limited to \$1,000; that when so collected, such taxes and Surplus Revenues shall be appropriated to such purposes; and that the total indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

City Secretary, City of Aubrey, Texas

Mayor, City of Aubrey, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate. The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office an opinion of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the City of Aubrey, Texas; and that this Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of certificates of obligation was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

BOKF, N.A.

as Paying Agent/Registrar

Dated: _____

By: _____
Authorized

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

(Social Security or other identifying number: _____) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

Authorized Signatory

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As shown below" and the words "CUSIP NUMBER" deleted; and

(ii) in the first paragraph of the Certificate, the words "on the maturity date specified above" shall be deleted and the following will be inserted: "on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rate</u>
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(Information to be inserted from Section 3.02)

Section 6.3 CUSIP Registration.

The City may secure identification numbers through the CUSIP Services Bureau managed by FactSet Research Systems Inc. on behalf of the American Bankers Association, and may

authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or effect in regard to the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.4 Legal Opinion.

The approving legal opinion of Bracewell LLP, Bond Counsel, may be attached to or printed on the reverse side of each Certificate over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.5 Bond Insurance.

Information pertaining to bond insurance, if any, may be printed on each Certificate.

ARTICLE VII

CREATION OF FUNDS, SALE AND DELIVERY OF CERTIFICATES, DEPOSIT OF PROCEEDS

Section 7.1 Sale of Certificates, Official Statement.

(a) The Bonds are hereby sold and shall be delivered to the Underwriters for the purchase price of \$_____ (representing the par amount of the Bonds of \$_____, plus a reoffering premium of \$_____ less an underwriting discount of \$_____). It is hereby officially found, determined, and declared that the Bonds have been sold pursuant to the terms and provisions of a Purchase Agreement in substantially the form presented at this meeting, which the Mayor of the City (or in the Mayor's absence, by the Mayor Pro Tem) is hereby authorized and directed to execute. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Initial Bond shall be registered in the name of the Representative or its designee.

(b) The form and substance of the Preliminary Official Statement for the Certificates and any addenda, supplement or amendment thereto (the "Preliminary Official Statement") and the final Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, by the City Council. The use and distribution of the Preliminary Official Statement in the public offering of the Certificates by the Underwriters is hereby authorized. The City Manager, Finance Director, the Mayor and the City Secretary of the City are hereby authorized and directed to use and distribute or authorize the use and distribution of the final Official Statement and any addenda, supplement or amendment thereto (the "Official Statement") and deliver appropriate numbers of copies thereof to the Underwriters of the Certificates. The Official Statement as thus approved and delivered, with such appropriate variations as shall be approved by the City Manager, the Finance Director, the Mayor of the City and the Underwriters,

may be used by the Underwriters in the public offering and sale thereof. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

(c) The Mayor, the Authorized Officer and all other officers of the City are authorized to take such actions, to obtain such consents or approvals and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Certificates, to pay the costs of issuance of the Certificates, and to effectuate the terms and provisions of this Ordinance. Further, in connection with the submission of the record of proceedings for the Certificates to the Attorney General of the State of Texas for examination and approval of such Certificates, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount not to exceed \$9,500).

(d) The obligation of the Underwriters to accept delivery of the Certificates is subject to the Underwriters being furnished with the final, approving opinion of Bracewell LLP, Bond Counsel for the City, which opinion shall be dated and delivered the Closing Date

(e) The Mayor or City Manager are hereby authorized and directed to execute an engagement letter with Bond Counsel, setting forth such firm's duties as Disclosure Counsel for the City, and such engagement letter and the terms thereof in the form presented at this meeting are hereby approved and accepted.

Section 7.2 Control and Delivery of Certificates.

(a) The Mayor of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Representative under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 7.3 Deposit of Proceeds.

(a) \$_____ of the proceeds of the Certificates received on the Closing Date shall be deposited to a special construction fund of the City, such moneys to be dedicated and used for the purposes specified in Section 3.01.

(b) The remaining proceeds of the Certificates shall be used to pay the cost of issuance of the Certificates, including the insurance premium. Any amounts remaining after payment of such costs shall be deposited in the Interest and Sinking Fund.

ARTICLE VIII

INVESTMENTS

Section 8.1 Investments.

(a) Money in the Interest and Sinking Fund or the Surplus Revenue Fund created by this Ordinance, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which such money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.2 Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund and the Surplus Revenue Fund shall be credited to their respective funds.

(b) Interest and income derived from investment of the funds to be deposited pursuant to Section 7.3(b) hereof shall be credited to the account where deposited until the acquisition or construction of said projects is completed and thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.1 Payment of the Certificates.

On or before each Interest Payment Date while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of, redemption premium, if any, and interest on the Certificates as will accrue or mature on the applicable Interest Payment Date or date of prior redemption.

Section 9.2 Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.3 Federal Income Tax Matters.

(a) General. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Certificates to be includable in gross income for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Certificates.

(b) No Private Activity Bonds. The City covenants that it will use the proceeds of the Certificates (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Certificates will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Certificates to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The City covenants that it will make such use of the proceeds of the Certificates (including investment income) and regulate the investment of such proceeds of the Certificates so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Certificates, be rebated to the United States.

(g) Information Reporting. The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Certificates in accordance with section 149(e) of the Code.

(h) Record Retention. The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) the Certificates and the use of the property financed, directly or indirectly, thereby until three years after the last Certificate is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Certificates are “registration-required bonds” under section 149(a)(2) of the Code, the Certificates will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Certificates from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Ordinance, the City’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the excludability of interest on the Certificates from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse has not previously been adopted by the City, this Ordinance serves as the City’s official declaration of intent to use proceeds of the Certificates to reimburse itself from proceeds of the Certificates issued in the maximum amount authorized by this Ordinance for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date the project to which such expenditure relates is placed in service or abandoned, but in the event more than three years after the original expenditure is paid.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.1 Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

- (i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement, or obligation of the City, which default materially and adversely affects the rights of the Owners, including but not limited to their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the City.

Section 10.2 Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance by mandamus or other suit, action or special proceeding in equity or at law in any court of competent jurisdiction for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.3 Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.1 Discharge.

The Certificates may be defeased, discharged or refunded in any manner permitted by applicable law.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Changes to Ordinance.

The Mayor and City Manager, in consultation with Bond Counsel, is hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes

hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of Texas.

Section 12.2 Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

Section 12.3 No Personal Liability.

No recourse shall be had for payment of the principal of or interest on any Certificates or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Certificates.

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.1 Annual Reports.

(a) The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the final Official Statement, being information described in Tables 1-6 and 8-14, and (2) audited financial statements of the City within 12 months after the end of each fiscal year, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles prescribed by the Generally Accepted Accounting Principles or such other accounting principles as the City may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific referenced to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 13.2 Notice of Disclosure Events.

(a) The City shall notify the MSRB, in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, of any of the following events with respect to the Certificates:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (vii) Modifications to rights of holders of the Certificates, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the City;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material;
- (xv) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

Any event described in (xii), is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person; and the City intends the words used in the immediately preceding paragraphs (xv) and (xvi) and the definition of financial obligations in those sections to have the same meanings as when they are used in rule and sec release no. 34-83885, dated August 20, 2018.

(b) The City shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the City to provide required annual financial information and notices of material events in accordance with Sections 13.1 and 13.2. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 13.3 Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any Bond calls and any defeasances that cause the City to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF

ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (B) an entity or individual person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in type of financial information or operating data so provided.

Section 13.4 Amendments to the Rule.

In the event the Authorized Officer, in consultation with Bond Counsel and the City's financial advisor, determines that it is necessary or desirable to amend the provisions of Article XII in order to facilitate compliance with amendments to the Rule and related guidance from the SEC, the Authorized Officer may make such changes.

ARTICLE XIV

AMENDMENTS

Section 14.1 Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains outstanding except as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Certificates holding a majority in aggregate principal amount of the Certificates then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners

of outstanding Certificates, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (ii) give any preference to any Certificate over any other Certificate, or (iii) reduce the aggregate principal amount of Certificates required to be held by Owners for consent to any such amendment, addition, or rescission.

ARTICLE XV

EFFECTIVE IMMEDIATELY

Section 15.1 Effective Immediately.

Notwithstanding the provisions of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

ARTICLE XVI

MISCELLANEOUS

Section 16.1 Changes to Ordinance.

The Mayor and Chief Financial Officer, in consultation with Bond Counsel, is hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of Texas.

Section 16.2 Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

Section 16.3 No Personal Liability.

No recourse shall be had for payment of the principal of or interest on any Certificates or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Certificates.

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PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the 26th day of September, 2024, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Aubrey, Texas.

Mayor
City of Aubrey, Texas

ATTEST:

City Secretary
City of Aubrey, Texas



City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Hold a public hearing, consider and act on an Ordinance approving a Specific Use Permit to allow for the sale of alcoholic beverages in conjunction with a restaurant use for the property located at 202B S. Main, Aubrey, Denton County, Texas. (*Dos Mezclas Restaurant*)

Staff Contact

Helen-Eve Beadle, Planner
heleneve@heplanningdesign.com
469-360-6618

Summary

See Attached Report from Planner

Financial Summary

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve the ordinance for the special use permit



*Case Report –Specific Use Permit– Dos Mezclas Restaurant
Planning and Zoning Commission –September 12, 2024
City Council – September 26, 2024*

To: Mayor, City Council, Planning and Zoning Commission

From: Helen-Eve Beadle, AICP, HE Planning+Design, LLC

Request: Hold a public hearing, consider, and act on an Ordinance regarding a Specific Use Permit request to allow for the sale of alcoholic beverages in conjunction with a restaurant use for the property located at 202B S. Main, Aubrey, Denton County, Texas. (*Dos Mezclas Restaurant*)

Business Owner: Dos Mezclas

Application Date: August 14, 2024

Location: The property is generally located at the southwest corner of S Main Street and Commerce Streets.

Zoning: GR-General Retail

Summary: Dos Mezclas has applied for the sale of alcoholic beverages for on-premises consumption as part of a restaurant use through a Specific Use Permit. The TABC application requires a municipality to approve a permit stating the location is approved for the legal sale of alcoholic beverage per the City's Zoning Ordinance.

Criteria for Approval: Traffic/Congestion: The proposed location is an existing retail shopping center.
TABC Compliance: Applicant has submitted the TABC application.
Type of Establishment: A restaurant with over fifty-five percent (55%) of sales from food.
Security: The owner/operator shall provide adequate number of employees for security and consult with Police Chief/Director for determination of number of qualified employees to meet obligation. The Chief of Police has received the SUP application and had no comments or conditions.
Parking: The proposed location is an existing retail shopping center with adequate parking.
Environmental Requirements: The owner/operator shall comply with nuisance ordinances.
Expiration: Unless specified as a condition of approval by the City Council for an SUP, a Specific Use Permit issued for any alcoholic beverage sales under this section shall automatically expire upon a change in use of the property, change of ownership to the property and/or business, change in tenant of the lease space, upon the revocation, termination, or expiration of the certificate of occupancy, and/or ceases to be operated at the permitted location for a minimum period of six (6) continuous months, or as otherwise provided for the revocation of SUPs, as outlined in the Zoning Ordinance, as amended.

Compliance with Subdivision Ordinance: The site is a developed/platted property.

Restaurant Proximity: The proposed location is not within 300 feet (measured in a direct line from property boundaries) of a public school, private school, church, day-care center, child-care facility, or public hospital.

Criteria for Denial: The City Council may deny an SUP if it affirmatively determines that the issuance of such SUP:

- Is incompatible with the surrounding uses or property; or
- Is detrimental or offensive to the neighborhood or contrary to the health, safety, and general welfare of the city and its inhabitants; or
- Is found to be in noncompliance with any city ordinances, including without limitation failure to comply with any one or more of the provisions of this Section.

Additional Conditions: The City Council may attach additional development conditions, or grant specific waivers to applicable code requirements, to the Specific Use Permit application that the Council, in its discretion, determines are appropriate for buffering, safety, security, and compatibility for and to adjacent properties.

Notifications: Notifications as required by Texas Local Government Code and the City of Aubrey Zoning Ordinance were provided.

At the time of agenda report submission, four (4) letters in support and no letters in opposition to the SUP application had been received.

Recommendation: Staff recommends the item for approval.

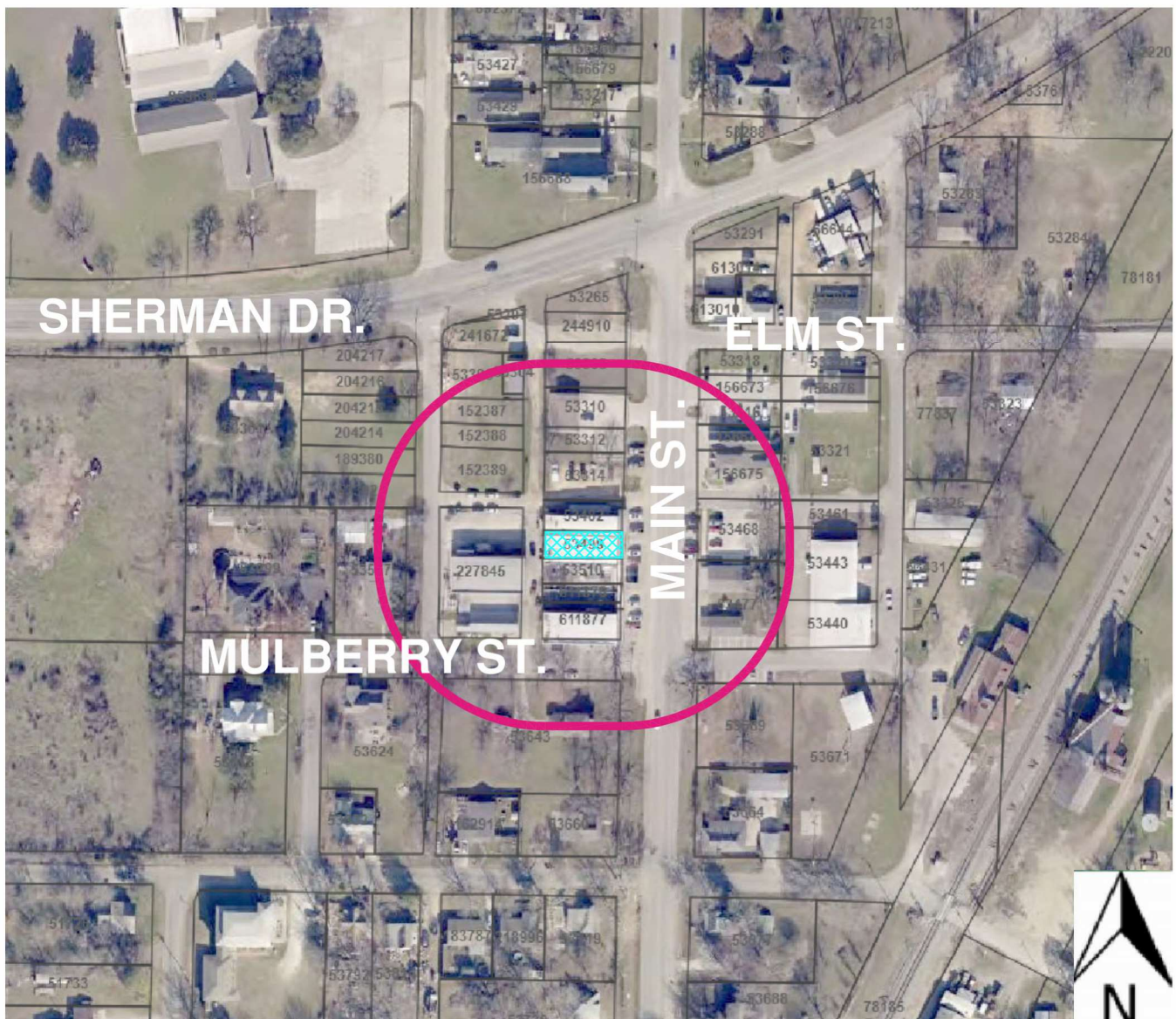
The Planning and Zoning Commission unanimously recommended the item for City Council approval at their September 12, 2024 meeting.

Action Options: The City Council may:

1. Approve the SUP for alcoholic beverage sales through a restaurant use;
2. Approve the SUP for alcoholic beverage sales through a restaurant use use with conditions; or
3. Deny the SUP for alcohol beverage sales through a restaurant use use.

Attachments:

1. Location Notification Map
2. Draft Ordinance for Dos Mezclas Restaurant
3. Layout of Restaurant
4. TABC Application
5. Letters of support (4)



NOTIFICATION MAP FOR:

Public Hearing: An amendment to Exhibit 14A, "Zoning Ordinance," in Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas, and the official Zoning Map of the City as requested in an application for a change in zoning on property zoned as GR – General Retail to provide for the addition of a Specific Use Permit (SUP) to allow for alcoholic beverage sales in conjunction with a restaurant use for the property located at 202B S. Main, Aubrey, Denton County, Texas. (Dos Mezclas Restaurant)

CITY OF AUBREY
ORDINANCE NUMBER **XXX-24**

AN ORDINANCE OF THE CITY OF AUBREY, TEXAS, AMENDING EXHIBIT 14A, "ZONING ORDINANCE," IN CHAPTER 14, "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF AUBREY, TEXAS, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO CHANGE THE ZONING FROM GENERAL RETAIL DISTRICT ("GR") TO SPECIFIC USE PERMIT-XXX-GENERAL RETAIL DISTRICT ("S-XXX-GR") AS THE ZONING CLASSIFICATION TO ALLOW A RESTAURANT WITH MIXED BEVERAGE SALES IN AN APPROXIMATE 2,958 SQUARE FOOT LEASE SPACE LOCATED IN 202B S MAIN STREET, GENERALLY LOCATED WEST OF S MAIN STREET, SOUTH OF SHERMAN DRIVE, AND NORTH OF MULBERRY STREET, BEING SITUATED IN THE OT AUBREY ADDITION, BLOCK 16, LOT 57(S 4'), 61, CITY OF AUBREY, DENTON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A"; WITH FLOOR PLAN PROVIDED FOR IN EXHIBIT "B"; WITH DEVELOPMENT REGULATIONS PROVIDED IN EXHIBIT "C"; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENT; PROVIDING FOR AMENDING OFFICIAL ZONING MAP; PROVIDING FOR PENALTIES; PROVIDING A CUMULATIVE REPEALER/SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Aubrey, Texas (hereinafter referred to as "City") is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council of the City (the "City Council"), is authorized and empowered by law, in accordance with Chapter 211 of the Texas Local Government Code, to adopt zoning regulations governing the use of land within the City; and

WHEREAS, the City Council adopted Exhibit 14A in Chapter 14 of its Code of Ordinances, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, the applicant has leased a structure located at 202B South Main Street, generally located west of S Main Street, south of Sherman Drive, and north of Mulberry Street, legally described as Lot 57(S 4'), 61, Block 16 of the OT Aubrey Addition; the site location is depicted in **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, approximately 2, 958 square feet of the Property is currently zoned as General Retail District ("GR"); and

WHEREAS, the City received a request from the applicant to change the zoning of the Property to add a Specific Use Permit to the existing General Retail Zoning District for the sale of alcoholic beverages in a restaurant, made up of approximately 2,958 square feet, located in at 202B South Main Street, Aubrey, Texas, the floor plan is depicted in **Exhibit B**, attached hereto and incorporated herein (the "Floor Plan"); and

WHEREAS, after public notices were given in compliance with Texas law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City (the

“Planning and Zoning Commission”) at its regular meeting on the 12th day of September, 2024 has recommended to the City Council to approve establishing the zoning classification on the Property and to amend the official zoning map of the City (the “Zoning Map”) to reflect the addition of a Specific Use Permit (“SUP”) on the Commercial Zoning of this property; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which it considered the recommendation of the Planning and Zoning Commission and, among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of encouraging the most appropriate use of land in the City, and the City Council does hereby find that the requested zoning accomplishes such objectives; and

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

SECTION 1. INCORPORATION OF PREMISES. It is hereby officially determined that the findings and recitations contained above in the preamble of this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. ZONING AMENDMENT. The Zoning Ordinance of the City is amended to change the zoning of the Property from General Retail (“GR”) to Specific Use Permit, Commercial (“SUP-XXX-GR”) for the sale of the on-site consumption of alcoholic beverages in the Mexican Brothers Restaurant, subject all applicable City ordinances and regulations governing.

SECTION 3. ZONING MAP. The official zoning map of the City shall be amended to reflect the change in zoning described herein.

SECTION 4. COMPLIANCE REQUIRED. The Property shall be used only in the manner and for the purposes provided for in this Ordinance and the Zoning Ordinance of the City, as amended.

SECTION 5. PENALTY. Any person who violates of any provision this Ordinance, upon conviction, shall be deemed guilty of a misdemeanor and shall be fined a sum not to exceed two thousand dollars (\$2,000.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 6. CUMULATIVE REPEALER/SAVINGS. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 7. SEVERABILITY. If any section, subsection, clause, phrase or provision of this Ordinance, or any application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or any application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 8. PUBLICATION OF THE CAPTION HEREOF AND EFFECTIVE DATE. This Ordinance shall be in full force and effective from and after its passage and upon the posting and/or publication, if required by law, of its caption and the City Secretary is hereby directed to implement such posting and/or publication.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS
ON THIS 26TH DAY OF SEPTEMBER, 2024.**

APPROVED:

ATTEST:

Chris Rich, Mayor

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams
City Attorney

Exhibit "A"
Legal Description

Dos Mezclas, LLC.
± 2,958 SQUARE FOOT LEASE SPACE
202 S Main Street, OT AUBREY ADDITION, BLOCK 16, LOT 57(S 4'), 61, City of Aubrey,
Denton County, Texas
Denton Central Appraisal District Parcel ID 53499

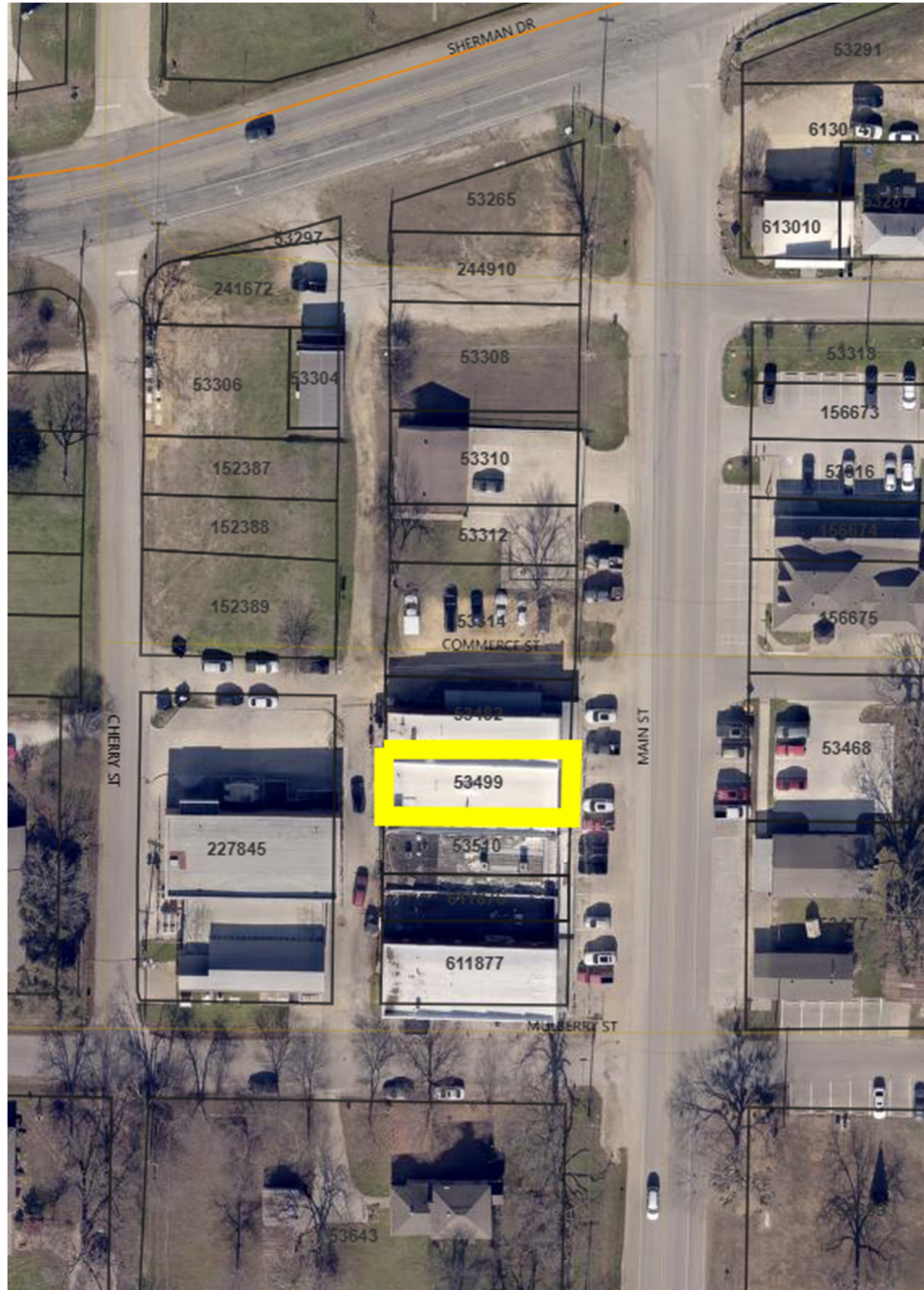


Exhibit "B"
Floor Plan

Dos Mezclas, LLC.
± 2,958 SQUARE FOOT LEASE SPACE
202 S Main Street, OT AUBREY ADDITION, BLOCK 16, LOT 57(S 4'), 61, City of Aubrey,
Denton County, Texas
Denton Central Appraisal District Parcel ID 53499

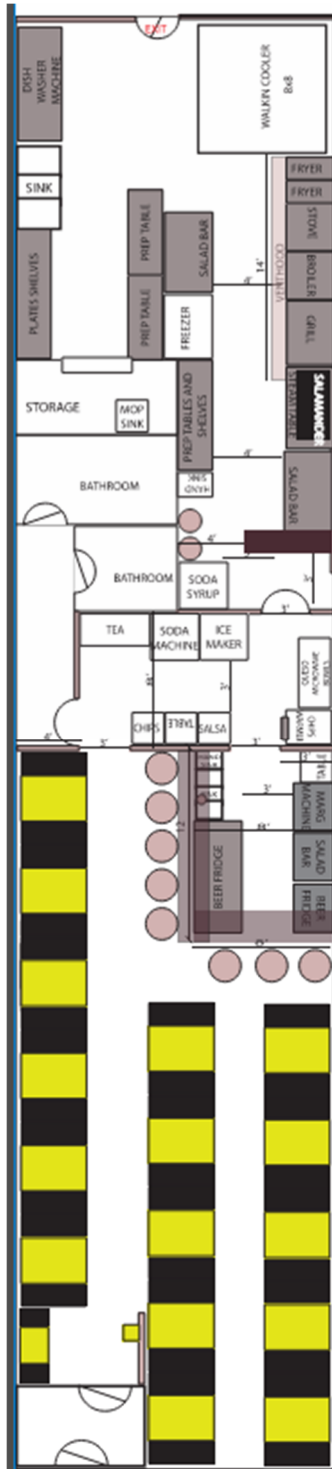


Exhibit "C"
Development Regulations
Dos Mezclas, LLC.
± 2,958 SQUARE FOOT LEASE SPACE
202 S Main Street, OT AUBREY ADDITION, BLOCK 16, LOT 57(S 4'), 61, City of Aubrey,
Denton County, Texas
Denton Central Appraisal District Parcel ID 53499

TABC Compliance: Applicant has submitted the TABC application.

Type of Establishment: A Restaurant with a limitation of less than fifty-one percent (51%) from the sale of alcohol from gross receipts.

Security: The owner/operator shall provide adequate number of employees for security and consult with Police Chief/Director for determination of number of qualified employees to meet obligation.

Parking: The proposed location is an existing retail shopping center with parking.

Environmental Requirements: The owner/operator shall comply with nuisance ordinances.

Expiration of SUP: Unless specified as a condition of approval by the City Council for an SUP, a Specific Use Permit issued for any alcoholic beverage sales under this section shall automatically expire upon a change in use of the property, change of ownership to the property and/or business, change in tenant of the lease space, upon the revocation, termination, or expiration of the certificate of occupancy, and/or ceases to be operated at the permitted location for a minimum period of six (6) continuous months, or as otherwise provided for the revocation of SUPs, as outlined in the Zoning Ordinance, as amended.

Compliance with Subdivision Ordinance: The site is a developed property.

Proximity Regulations: The proposed location is not within 300 feet (measured in a direct line from property boundaries) of a public school, private school, church, daycare center, child-care facility, or public hospital.





Document reference ID : 400183

Licensing Application Summary

You must review your application and confirm that the information displayed here is correct. Select **Review and Confirm** to continue and make the payment. If the information is not correct, select **Next** to return to the application, edit the data as needed and finalize the submission. If you need to store the application packet for your records, select **Download**.

Application ID:

400183

Applicant Name:

Dos Mezclas

License Type applied for:

Food and Beverage Certificate (FB)

Entity Information

Business Structure:

Limited liability company

FEIN/SSN Number:

993994040

Member Managed or Manager Managed:

Member Managed

Historically Underutilized Business:

No

Veteran-owned business:

No

Fraternal Owned:

No

Secretary of State Filing Number:

805630466

Date Filed:

7/22/2024

Filing State:

TX

Primary Business Entity Contact Information

Legal First Name:

Mit

Legal Middle Name:

Patel

Email Address:

mezclasdos@gmail.com

Phone Number:

469-688-9450

Initial Application Information

Authority Type: I am a principal or authorized user with binding authority

Legal First Name: Mit

Legal Middle Name: Kamlesh

Legal Last Name: Patel

Email Address: mezclasdos@gmail.com

Phone Number: 469-688-9450

Principal Parties

Principal Parent Entity	Principal Party	Role	Ownership %
Dos Mezclas	Mit Patel	Member	100

Primary license number

Primary License Information

397665 - New Mixed Beverage Permit Application - Initiated

Projected Sales Information

Sales Year:	2024
Alcohol Sale:	\$12,000.00
Food Sales:	\$60,000.00
Total Sales:	\$72,000.00



Document reference ID : 397665

Licensing Application Summary

You must review your application and confirm that the information displayed here is correct. Select **Review and Confirm** to continue and make the payment. If the information is not correct, select **Next** to return to the application, edit the data as needed and finalize the submission. If you need to store the application packet for your records, select **Download**.

Application ID: 397665

Applicant Name: Dos Mezclas

License Type applied for: Mixed Beverage Permit (MB)

Entity Information

Business Structure: Limited liability company

FEIN/SSN Number: 993994040

Member Managed or Manager Managed: Member Managed

Historically Underutilized Business: No

Veteran-owned business: No

Fraternal Owned: No

Secretary of State Filing Number: 805630466

Date Filed: 7/22/2024

Filing State: TX

Primary Business Entity Contact Information

Legal First Name: Mit

Legal Middle Name: Patel

Email Address: mezclasdos@gmail.com

Phone Number: 469-688-9450

Initial Application Information

Authority Type:	I am a principal or authorized user with binding authority
Legal First Name:	Mit
Legal Middle Name:	Kamlesh
Legal Last Name:	Patel
Email Address:	mezclasdos@gmail.com
Phone Number:	469-688-9450

Principal Parties	
-------------------	--

Principal Parent Entity	Principal Party	Role	Ownership %
Dos Mezclas	Mit Patel	Member	100

Basic Business information

Business/Trade Name: Dos Mezclas

Business Type Restaurant

Location's Phone Numbers

Business Phone Number 469-688-9450

Alternate Phone Number 682-247-1407

Location Address

Address: 202B S Main St, Aubrey, TX, United States, Denton 76227

Is your location within city limits? Yes

Mailing Address Information

Address: 3812 High Country Rd, Aubrey, TX, United States, Denton 76227

Measurement Information

Measuring from the public entrance of your location along street lines and directly across intersections, will your location be within 1,000 feet of the nearest property line of a public or private school? No

Is a residential address or established neighborhood association located within 300 feet of any property line of your premises? No

Sixty Day Sign Requirements

Posted the 60 day sign:Yes

Date Posted:8/1/2024

Projected Sales Information

Sales Year:2024

Alcohol Sale:\$12,000.00

Food Sales:\$60,000.00

Total Sales:\$72,000.00

Property Ownership

Do you, the applicant, own the land, building, and/or warehouse at this proposed licensed location?No

Are you operating under?Lease

Franchise Agreement

Do you or anyone else at the location operate under a franchise agreement?No

Are there any agreements, exclusive of a franchise agreement, which involve alcohol in any way?No

Shared premise information

Do you share the premises with another business entity? No

Property Ownership Details

Property Type	Property Ownership Type	Entity Name
Building	Lessor	Individual

Location Diagram

**Will the license or permit
embrace the entire location
address?**

Yes



CERTIFICATE OF CITY SECRETARY FOR: (MB, BG & BE)

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the city secretary or clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by ordinance.

I hereby certify on this _____ day of _____, _____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a **"wet"** area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

- ☐ **MB** Mixed Beverage Permit
- ☐ **MB/FB** Mixed Beverage Restaurant Permit with Food and Beverage Certificate
(MB must also hold a Food and Beverage Certificate)
- ☐ **BG/FB** Wine and Beer Retailer's Permit with Food and Beverage Certificate
(BG must also hold a Food and Beverage Certificate)
- ☐ **BG** Wine and Beer Retailer's Permit - **Election for given location was held for:**
 - ☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
 - ☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999
- ☐ **BE** Beer Retail Dealer's On-Premise License
- ☐ **BE/FB** Retail Dealer's On-Premise License with **required** Food and Beverage Certificate

OR

☐ I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN HERE

City Secretary/Clerk

City

, TEXAS

S E A L



CERTIFICATE OF COUNTY CLERK FOR: (MB, BG & BE)

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the city secretary or clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by ordinance.

I hereby certify on this _____ day of _____, _____, that the location for which the license/permit is sought is in a **"wet"** and is not prohibited by any valid order of the Commissioner's Court.

- ☐ **MB** Mixed Beverage Permit
- ☐ **MB/FB** Mixed Beverage Restaurant Permit with Required Food and Beverage Certificate
- ☐ **BG/FB** Wine and Beer Retailer's Permit with Required Food and Beverage Certificate
- ☐ **BG** Wine and Beer Retailer's Permit - **Election for given location was held for:**
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- ☐ **BE** Beer Retail Dealer's On-Premise License
- ☐ **BE/FB** Retail Dealer's On-Premise License with **required** Food and Beverage Certificate

OR

☐ I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN HERE

County Clerk

County

SEAL



COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATES

I hereby certify on this _____ day of _____, _____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____

Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN HERE

Comptroller Representative

City

_____, TEXAS

SEAL



PUBLISHER'S AFFIDAVIT

Name of newspaper	
City, County	
Dates notice published in daily/weekly newspaper (MM/DD/YYYY)	
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown</i>	
Signature of publisher or designee	
Sworn to and subscribed before me on this date	
Signature of Notary Public	
S E A L	
ATTACH PRINTED COPY OF THE NOTICE	



Notice of Public Hearings

Notice is hereby provided that the Planning & Zoning Commission will hold a public hearing on **Thursday, September 12, 2024**, at **Aubrey City Hall located at 107 S. Main Street, Aubrey, Texas 76227**, to consider and make a recommendation to the Aubrey City Council on the item listed below, and on **Thursday, September 26, 2024**, the Aubrey City Council will hold a public hearing at **Aubrey City Council Chambers, 226 Countryside Dr, Aubrey TX 76227**, to consider and possibly act on an Ordinance regarding the item listed below.

Public Hearing: An amendment to Exhibit 14A, "Zoning Ordinance," in Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas, and the official Zoning Map of the City as requested in an application for a change in zoning on property zoned as GR – General Retail to provide for the addition of a Specific Use Permit (SUP) to allow for alcoholic beverage sales in conjunction with a restaurant use for the property located at 202B S. Main, Aubrey, Denton County, Texas. (Dos Mezclas Restaurant)

You are receiving this notice because you are a property owner within 200 feet of the boundary of the proposed request. As with all such requests, the PLANNING & ZONING COMMISSION AND CITY COUNCIL are seeking public comment regarding this matter. All interested persons are invited to attend and make comments. If you are unable to attend the public hearing, you may submit written comments prior to the close of the Public Hearing. Property owners whose names do not appear on the County Appraisal District's records may require a notarized statement affirming ownership. For more information, call 940-440-9343.

You may return this form with your remarks to the **Planning Department, 107 S. Main Street, Aubrey, Texas 76227** or via email: citysecretary@aubreytx.gov. Please indicate support or opposition to the proposal and any additional remarks, as well as your name and address for the record.

Your Name:

Tom McCutcheon

Your Address:



I SUPPORT THE ZONING CHANGE

I OPPOSE THE ZONING CHANGE

Remarks:



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Your Name:

Tom McCutcheon

Your Address:



I SUPPORT THE ZONING CHANGE

I OPPOSE THE ZONING CHANGE

Remarks:



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Tom McCutcheon

Your Address:



I SUPPORT THE ZONING CHANGE

I OPPOSE THE ZONING CHANGE

Remarks:

CITY OF AUBREY
ORDINANCE NUMBER ____

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WHEREAS, the City of Aubrey, Texas (hereinafter referred to as "City") is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council of the City (the "City Council"), is authorized and empowered by law, in accordance with Chapter 211 of the Texas Local Government Code, to adopt zoning regulations governing the use of land within the City; and

WHEREAS, the City Council adopted Exhibit 14A in Chapter 14 of its Code of Ordinances, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

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WHEREAS, approximately 2, 958 square feet of the Property is currently zoned as General Retail District ("GR"); and

WHEREAS, the City received a request from the applicant to change the zoning of the Property to add a Specific Use Permit to the existing General Retail Zoning District for the sale of alcoholic beverages in a restaurant, made up of approximately 2,958 square feet, located

in at 202B South Main Street, Aubrey, Texas, the floor plan is depicted in **Exhibit B**, attached hereto and incorporated herein (the "Floor Plan"); and

WHEREAS, after public notices were given in compliance with Texas law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City (the "Planning and Zoning Commission") at its regular meeting on the 12th day of September, 2024 has recommended to the City Council to approve establishing the zoning classification on the Property and to amend the official zoning map of the City (the "Zoning Map") to reflect the addition of a Specific Use Permit ("SUP") on the Commercial Zoning of this property; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which it considered the recommendation of the Planning and Zoning Commission and, among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of encouraging the most appropriate use of land in the City, and the City Council does hereby find that the requested zoning accomplishes such objectives; and

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

SECTION 1. INCORPORATION OF PREMISES. It is hereby officially determined that the findings and recitations contained above in the preamble of this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. ZONING AMENDMENT. That Exhibit 14A, "Zoning Ordinance" of Chapter 14, "Zoning" of the Code of Ordinances of the City is hereby amended to change the zoning of the Property, described and depicted in **Exhibit "A"** (the "Property"), a copy of which is attached hereto and incorporated herein from General Retail ("GR") to Specific Use Permit, General Retail ("SUP-XXX-GR") for the sale of alcoholic beverages/mixed beverages for on-site consumption in the Dos Mezclas Restaurant, subject all applicable City ordinances and regulations governing such use.

Pursuant to the zoning designation of SUP-XXX-GR, the Property shall only be used (i) as allowed by the General Retail ("GR") Zoning District of the City, as amended by and subject to the conditions set forth herein for SUP-XXX-GR; (ii) in accordance with the Floor Plan, as hereby approved, a copy of which is attached hereto and incorporated herein as **Exhibit "B"**; and (iii) in accordance with the Development Regulations as hereby approved and set forth in **Exhibit "C"**, a copy of which is attached hereto and incorporated herein.

SECTION 3. ZONING MAP. The official zoning map of the City shall be amended and annotated to reflect the change in zoning of the Property as to General Retail with SUP-XXX-GR as described herein, and the updated map shall be on file with the Office of the City Secretary.

SECTION 4. COMPLIANCE REQUIRED. The Property shall be used only in the manner and for the purposes provided for in the City's Code of Ordinances, this Ordinance and the Zoning Ordinance of the City, as amended.

SECTION 5. PENALTY. Any person who violates of any provision this Ordinance, upon conviction, shall be deemed guilty of a misdemeanor and shall be fined a sum not to exceed two thousand dollars (\$2,000.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 6. CUMULATIVE REPEALER/SAVINGS. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 7. SEVERABILITY. If any section, subsection, clause, phrase or provision of this Ordinance, or any application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or any application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 8. PUBLICATION OF THE CAPTION HEREOF AND EFFECTIVE DATE. This Ordinance shall be in full force and effective from and after its passage and upon the posting and/or publication, if required by law, of its caption and the City Secretary is hereby directed to implement such posting and/or publication.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS ON THIS 26TH DAY OF SEPTEMBER 2024.

APPROVED:

ATTEST:

Chris Rich, Mayor

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams
City Attorney

Exhibit "A"
Legal Description

Dos Mezclas, LLC.
± 2,958 SQUARE FOOT LEASE SPACE
202 S Main Street, OT AUBREY ADDITION, BLOCK 16, LOT 57(S 4'), 61, City of Aubrey,
Denton County, Texas
Denton Central Appraisal District Parcel ID 53499

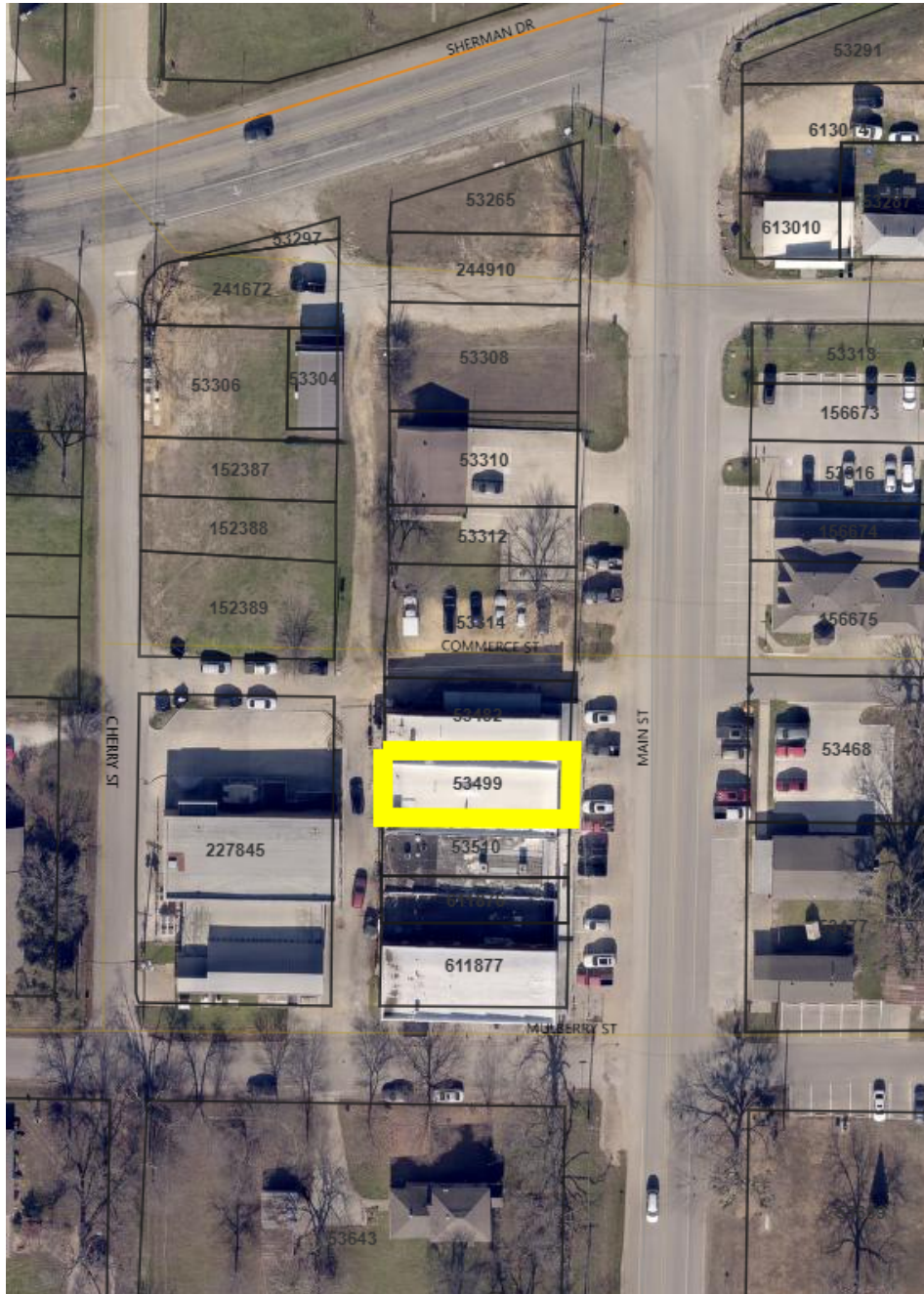


Exhibit "B"
Floor Plan

Dos Mezclas, LLC.
± 2,958 SQUARE FOOT LEASE SPACE
202 S Main Street, OT AUBREY ADDITION, BLOCK 16, LOT 57(S 4'), 61, City of Aubrey,
Denton County, Texas
Denton Central Appraisal District Parcel ID 53499

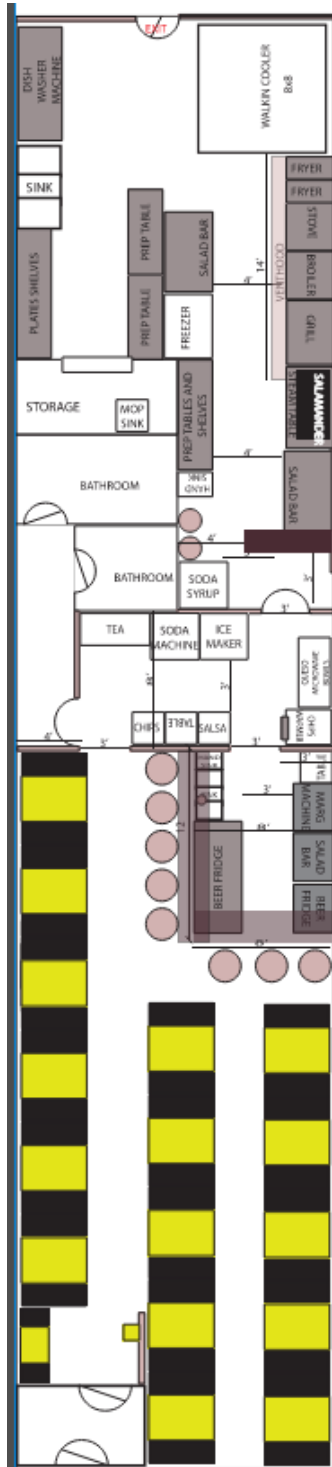


Exhibit "C"
Development Regulations
Dos Mezclas, LLC.
± 2,958 SQUARE FOOT LEASE SPACE
202 S Main Street, OT AUBREY ADDITION, BLOCK 16, LOT 57(S 4'), 61, City of Aubrey,
Denton County, Texas
Denton Central Appraisal District Parcel ID 53499

TABC Compliance: Applicant has submitted the TABC application.

Type of Establishment: A Restaurant with a limitation of less than fifty-one percent (51%) from the sale of alcohol from gross receipts.

Security: The owner/operator shall provide adequate number of employees for security and consult with Police Chief/Director for determination of number of qualified employees to meet obligation.

Parking: The proposed location is an existing retail shopping center with parking.

Environmental Requirements: The owner/operator shall comply with nuisance ordinances and applicable state laws.

Expiration of SUP: Unless specified as a condition of approval by the City Council for an SUP, a Specific Use Permit issued for any alcoholic beverage sales under this section shall automatically expire upon a change in use of the Property, change of ownership to the Property and/or business, change in tenant of the lease space, upon the revocation, termination, or expiration of the certificate of occupancy, and/or ceases to be operated at the permitted location for a minimum period of six (6) continuous months, or as otherwise provided for the revocation of SUPs, as outlined in the Zoning Ordinance, as amended.

Compliance with Subdivision Ordinance: The site is a developed property.

Proximity Regulations: The proposed location is not within 300 feet (measured in a direct line from property boundaries) of a public school, private school, church, daycare center, child-care facility, or public hospital.



City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

First reading: Discussion regarding a Resolution approving a Project of the Aubrey Municipal Development District providing a Targeted Improvement grant with Dos Mezclas Restaurant located at 202 B South Main Street for \$30,000

Staff Contact

Christine Gossett, MDD Executive Director
cgossett@aubreytx.gov
940-440-9343

Summary

The applicant at 202B S. Main Street is requesting a Targeted Improvement Grant for interior and exterior improvements for the maximum allowed matching funds. The grant request was for \$33,246.55. The grant program allows the Board to consider applications above the \$30,000 maximum and make determinations on a case by case basis.

The applicant has supplied detailed drawings and other required paperwork for the grant application, as well as a detailed project and grant budget. The applicant has had pre-construction meetings with the MDD and City staff to review what is required, and they are applying for the other required City permits, including the SUP. This grant meets the requirements and eligible items as stated in the Targeted Improvement Policy.

The MDD Board met on September 18, 2024 and reviewed the grant and approved the application not to exceed the \$30,000 match per the grant policy.

Financial Summary

The applicant is requesting the maximum \$30,000 match to cover eligible items and costs interior and exterior improvements for a restaurant at 202B S. Main Street.

Staff Recommended Action

Staff Recommended Motion

No Motion Needed

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, AUTHORIZING THE AUBREY MUNICIPAL DEVELOPMENT DISTRICTS' EXPENDITURE OF UP TO \$30,000 TO DOS MEZCLAS, 202B S. MAIN STREET, FOR A TARGETED IMPROVEMENT GRANT; PROVIDING FOR TWO SEPARATE READINGS IN COMPLIANCE WITH SECTION 505.158, TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey, Texas ("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 Aubrey Municipal Development District ("AMDD") is a political subdivision of the State of Texas and the City of Aubrey, Texas (the "City"), created in accordance with Chapter 377 of the Texas Local Government Code, as amended (the "Act"); and

WHEREAS, under the Act, the AMDD may contract with a public or private person for development projects, and defines a development project as the term is defined by Sections 55-151-505.158 of the Texas Local Government Code;

WHEREAS, Section 505.158, Texas Local Government Code, provides that a Type B corporation in a city with a population of 20,000 or less may make an expenditure to promote new or expanded business development, provided that if such project requires an expenditure of more than \$10,000.00, the City Council must adopt a resolution authorizing the project after giving the Resolution at least two separate readings; and

WHEREAS, the City of Aubrey's population is less than 20,000; and

WHEREAS, the AMDD board has held a public hearing on the expenditure of up to \$30,000 to Dos Mezclas by the AMDD as a Targeted Improvement Grant for the improvement of the building located at 202B S. Main Street, Aubrey, Texas (the "Project"); and

WHEREAS, the AMDD board has found and determined that the Project will promote new or expanded business enterprises in the City; and

WHEREAS, the City Council considered this Resolution on first reading on September 26, 2024, and on second reading on October 24, 2024; and

WHEREAS, the City Council desires to authorize the Project and the proposed expenditure by the AMDD as requested.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUBREY THAT:

SECTION 1.

The City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the Council hereby incorporates such recitals as a part of this Resolution.

SECTION 2.

The City Council hereby authorizes the Project and authorizes AMDD's expenditure of up to \$30,000 to Dos Mezclas, for the Project as requested.

SECTION 3.

This Resolution was read and adopted at meetings that were open to the public and notice of the time, place and purpose of said meetings was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 4.

This Resolution shall take effect after its second reading and adoption.

READ AND APPROVED ON FIRST READING this ____ day of September, 2024.

READ AND ADOPTED ON SECOND READING this ____ day of October, 2024.

Chris Rich, MAYOR

ATTEST:

Jenny Hicks, CITY SECRETARY



City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Consideration and action on an Ordinance annexing an approximate 20 acre tract of land being the hereinafter described territory known as Denton CAD IDs 51970 and 557569, situated in the Francisco Trevino Survey, Abstract No. 1243, and to include any adjacent right-of-way, Denton County, Texas; and extending the boundary limits of the City so as to include the described property. The property is generally located south of E. Blackjack Road, west of FM 2931, and east of US Hwy 377. (Blackjack Pretium Capital, LLC)

Staff Contact

Helen-Eve Beadle, Planner
heleneve@heplanningdesign.com
469-360-6618

Summary

Ordinance annexing an approximate 20 acre tract of land being the hereinafter described territory known as Denton CAD IDs 51970 and 557569, situated in the Francisco Trevino Survey, Abstract No. 1243, and to include any adjacent right-of-way, Denton County, Texas; and extending the boundary limits of the City so as to include the described property. The property is generally located south of E. Blackjack Road, west of FM 2931, and east of US Hwy 377. (Blackjack Pretium Capital, LLC)

Financial Summary

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve the annexation ordinance as presented

CITY OF AUBREY, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED PROPERTY CONSISTING OF AN APPROXIMATELY 20.0 ACRES OF LAND, GENERALLY LOCATED SOUTH OF E. BLACKJACK ROAD, WEST OF FM 2931, AND EAST OF US HWY 377, BEING IDENTIFIED AS DENTON COUNTY APPRAISAL DISTRICT PROPERTY ID 51970 AND 557569, AND BEING SITUATED IN THE FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243, DENTON COUNTY, TEXAS, AS DESCRIBED AND SHOWN IN MORE DETAIL IN THE ATTACHED EXHIBIT "A", INTO THE EXTRATERRITORIAL AND CORPORATE LIMITS OF THE CITY OF AUBREY, DENTON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS; GRANTING TO ALL THE INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS, AND REGULATIONS OF THE CITY; PROVIDING FOR THE INCORPORATION OF PREMISES; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION INCLUDING PUBLIC HEARINGS, NOTICES AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey, Texas (the "City") is a home rule municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Aubrey City Charter; and

WHEREAS, the City is authorized, pursuant to Chapter 43 of the Texas Local Government Code, to annex property and extend the corporate limits of the City, subject to state law; and

WHEREAS, the City received a C-3 voluntary annexation petition (the "Petition"), as shown in **Exhibit "A"** and incorporated as if set forth fully herein, from Pretium Capital, LLC, the property owner (the "Owner") of the certain tract of land being approximately 20.0 acres of land, further described and depicted in **Exhibit "A"**, (the "Property"), requesting to be annexed into the extraterritorial jurisdiction and corporate limits of the City; and

WHEREAS, the City now desires to grant said Petition and annex the Property; and

WHEREAS, on August 22, 2024, the City Council of the City ("City Council") passed Resolution No. 979-24, which granted the petition requesting to be annexed into the City; and

WHEREAS, all required notices, all public hearings, and all requirements for such annexation have been provided, held, and met in accordance with applicable law; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, a written services agreement for the area to be annexed was negotiated and executed prior to the annexation date and incorporated herein; and

WHEREAS, the City Council has investigated into, has determined, and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, the City Council finds and determines that annexation of the property hereinafter described as requested by the property owner is in the best interests of the citizens of the City and the owners and residents of the area.

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

SECTION 1. Findings. It is hereby officially determined that the findings and recitations contained above in the preamble of this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. Annexation. The Property is hereby annexed into the City, and the boundary limits of the City are hereby extended to include the Property within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 3. Written Services Agreement. A Written Services Agreement, incorporated in the Development Agreement between the City and Pretium Capital, LLC, has been negotiated and prepared in accordance with applicable provision of state law pertaining to annexation and shall govern the delivery of municipal services to the annexed territory.

SECTION 4. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Property as part of the City of Aubrey. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

SECTION 5. Mayor Authorization. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to effectuate this Ordinance,

including any corrections to the official map of the City to add the territory hereby annexed as required by law.

SECTION 6. Severability Clause. It is hereby declared by the City Council of the City of Aubrey that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance.

SECTION 7. Cumulative Clause. This Ordinance shall be cumulative of all provisions of ordinances of the City of Aubrey except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 8. Public Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law.

SECTION 9. Filing Instructions. The City Secretary is hereby directed to file a certified copy of this Ordinance with the County Clerk of Denton County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 10. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage and approval by the City Council of the City of Aubrey, Texas.

PASSED AND APPROVED by the City Council of the City of Aubrey, Texas this the 26th day of September, 2024.

**CHRIS RICH
MAYOR**

ATTEST:

**JENNY HICKS
CITY SECRETARY**

APPROVED AS TO FORM:

**PATRICIA A. ADAMS
CITY ATTORNEY**

Exhibit "A"

Annexation Petition

Voluntary Annexation Petition (C-3)

TO: THE MAYOR AND CITY COUNCIL MEMBERS OF THE CITY OF AUBREY, TEXAS:

Pretium Capital LLC, owner of the hereinafter described tract(s) or parcel(s) of land ("Property"), hereby voluntarily petition the City Council of the City of Aubrey, Texas, to annex the Property and extend the present city limits and extraterritorial jurisdiction so as to include as part of the City of Aubrey, Texas, the Property, containing approximately 20 acres of land, described as follows:

Denton CAD IDs 51970 and 557569, located at 1382 E Blackjack Road; and being an approximate 20 acre tract of land situated in the Francisco Trevino Survey, Abstract Number 1243, Tracts 27 and 27(HS), Denton County, Texas, and being that same tract of land described by deed to Pretium Capital LLC, recorded under County Clerk's File Number 2023-103341, Real Property Records, Denton County, Texas (R.P.R.D.C.T.), and being more particularly described and depicted in **Exhibit 1**, attached hereto and made a part hereof.

I desire to enter into a written agreement for municipal services with the City of Aubrey pursuant to Section 43.0672 of the Local Government Code.

If any portion of the Property is appraised for ad valorem tax purposes as agricultural, wildlife management use or timber land under Chapter 23 of the Tax Code, I certify that I was offered a development agreement pursuant to Section 43.016 of the Local Government Code, decline said development agreement and still request annexation.

I certify and attest that I have the authority to petition for annexation for the Property and have been provided such authority by others that have ownership interest in the Property subject to this request/petition. I further certify that the above-described Property is contiguous and adjacent to the City of Aubrey, Texas and is wholly within the extraterritorial jurisdiction of the City of Aubrey, and that this petition is signed and duly acknowledged by each and every person, corporation, or entity having an ownership interest in said Property.

[SIGNATURE PAGE TO FOLLOW]

Respectfully submitted this 26th day of April, 2024.

By: [Signature]
Name: Bhadrash Trivedi
Title: President, Pretium Capital LLC

OWNER'S ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF Denton §

BEFORE ME, the undersigned authority, on this day personally appeared Bhadrash Trivedi, President of Pretium Capital LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of the Owner.

Given under my hand and seal of office this 26th day of April, 2024.

(SEAL)



Andrea Buerger
NOTARY PUBLIC in and for the
STATE OF TEXAS
Andrea Buerger
Printed Name
My commission expires: 6/15/24

EXHIBIT 1

Property Legal Description and Depiction/Map

Tract 1:

Being a tract of land situated in the F. TREVINO SURVEY, Abstract No. 1243, in Denton County, Texas, being a portion of that same tract of land conveyed to Marlon Kirk Swan and wife, Terrisa Delee Swan by deed recorded in Document No. 2004-74751, of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a 1/2 inch iron rod found in Blackjack Road East, in the South line of a tract of land conveyed to Billie Joe Hampton and Bobbie L. Hampton by deed recorded in Volume 2936, Page 685 of the Deed Records of Denton County, Texas, said point being the Northwest corner of a tract of land conveyed to Billie Joe Hampton by deed recorded in Volume 818, Page 384 of the Deed Records of Denton County, Texas, same being the Northeast corner of said Swan tract;

Thence South 02 Degrees 04 Minutes 12 Seconds West, along the common line between said Bobbie Joe Hampton tract, and said Swan tract, a distance of 1021.19 feet to a point;

Thence North 87 Degrees 55 Minutes 48 Seconds West, departing the common line of said Swan and Bobbie Joe Hampton tract, a distance of 104.43 feet to a point for corner, said point being the most southerly Northeast corner of and Point of Beginning of herein described tract;

Thence South 02 Degrees 04 Minutes 12 Seconds West, 104.43 feet from and parallel to the common line of said Swan and Bobbie Joe Hampton tracts, a distance of 278.98 feet to a point for corner, said point being the Southeast corner of herein described tract;

Thence North 87 Degrees 55 Minutes 48 Seconds West, a distance of 320.30 feet to a point for corner, said point being the Southwest corner of herein described tract;

Thence North 03 Degrees 03 Minutes 15 Seconds West, a distance of 1323.16 feet to a point for corner in said Blackjack Road, in the South line of a tract of land conveyed to Blackjack Family Ranch, LLLP by deed recorded in Document No. 2004-12011 of the Deed Records of Denton County, Texas, same being the Northwest corner of herein described tract;

Thence South 86 Degrees 03 Minutes 46 Seconds East, along said Blackjack Road, a distance of 109.61 feet to a point for corner, said point being the most northerly Northeast corner of herein described tract;

Thence South 02 Degrees 05 Minutes 28 Seconds East, departing said Blackjack Road, a distance of 663.89 feet to a point for corner;

Thence South 18 Degrees 10 Minutes 41 Seconds East, a distance of 397.75 feet to a point for corner;

Thence South 87 Degrees 55 Minutes 48 Seconds East, a distance of 143.10 feet to the Point of Beginning and containing 217,582 square feet or 5.00 acres of land, more or less.

Tract 2:

Being a 14.975 acre tract of land situated in the FRANCISCO TREVINO SURVEY, Abstract Number 1243, Denton County, Texas, and being a 14.975 acre portion of a called 19.986 acre tract of land conveyed to Marion Kirk Swan and wife, Terrisa DeLee Swan by Deed recorded in Instrument Number 2004-74751, Official Public Records, Denton County, Texas and being more particularly described herein as follows:

BEGINNING at a steel pin found for the recognized and occupied Northeast corner of said 14.975 acre tract and being the Northeast corner of said Swan tract also being at or near the centerline of Blackjack Road East (a public road);

THENCE South 01 degrees 07 minutes 50 seconds East, a distance of 1,526.84 feet to a 3/8 inch iron rod found for the recognized and occupied Southeast corner of said 14.975 acre tract also being an Easterly corner of a called 41.640 acre tract of land conveyed to M. Minsi Coon by Deed recorded in Document Number 2016-117151, Official Public Records, Denton County, Texas;

THENCE North 89 degrees 22 minutes 40 seconds West, along the South line of said Swan tract and a Northerly line of said Coon tract, a distance of 570.07 feet to a 1/2 inch iron rod found for the recognized and occupied Southwest corner of said Swan tract and being a re-entrant corner in the East line of said Coon tract;

THENCE North 01 degrees 06 minutes 47 seconds West, a distance of 1,527.96 feet to a steel pin found at or near the centerline of said Blackjack Road East and being the recognized and occupied Northwest corner of said Swan tract;

THENCE South 89 degrees 15 minutes 48 seconds East, along the centerline of said Blackjack Road East, a distance of 25.43 feet to a "Mag Nail" set for a Northwest corner of said Swan tract at or near the centerline of said Blackjack Road East;

THENCE over and across said Swan tract the following courses and distances:

South 06 degrees 22 minutes 45 seconds East, a distance of 1,323.16 feet to a 5/8 inch iron rod with cap stamped "PLS, INC" (typical) set for corner;

North 88 degrees 44 minutes 42 seconds East, a distance of 320.30 feet to a 5/8 inch iron rod set;

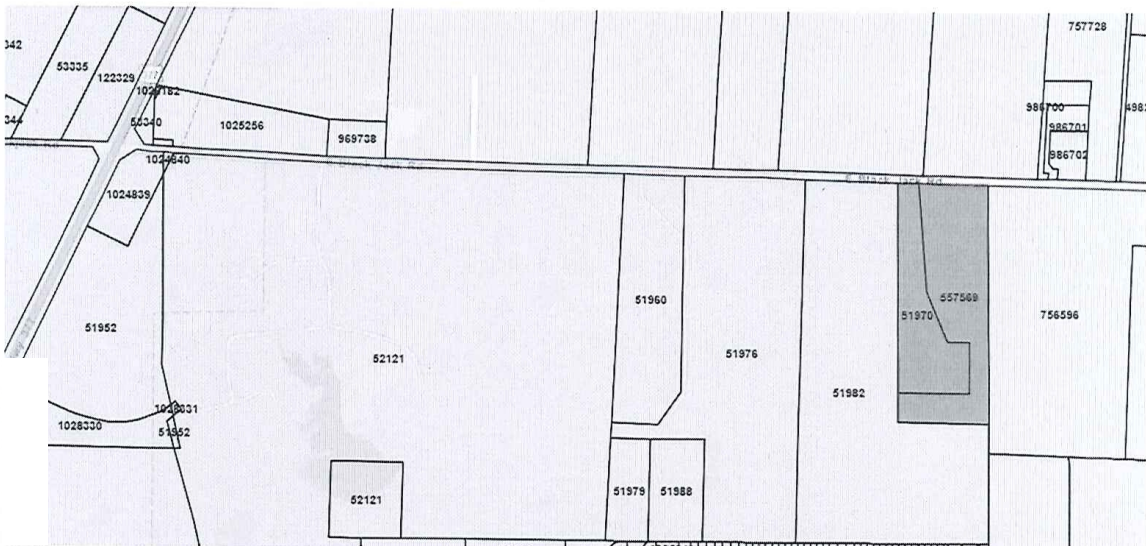
North 01 degrees 15 minutes 18 seconds West, a distance of 278.98 feet to a 5/8 inch iron rod set;

South 88 degrees 44 minutes 57 seconds West, a distance of 143.10 feet to a 5/8 inch iron rod set;

North 21 degrees 30 minutes 11 seconds West, a distance of 397.75 feet to a 5/8 inch iron rod set;

THENCE North 05 degrees 24 minutes 58 seconds West, a distance of 663.65 feet to a "Mag Nail" set for corner in the North line of said Swan tract also being at or near the centerline of said Blackjack Road East;

THENCE South 89 degrees 15 minutes 48 seconds East, at or near the centerline of said Blackjack Road East and the North line of said Swan tract, a distance of 434.58 feet to the POINT OF BEGINNING and containing, within the metes and bounds herein recited, 14.975 acres of land, more or less.





City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Hold a public hearing, consider and act on an Ordinance amending Exhibit 14A, "Zoning Ordinance," in Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas, and the official Zoning Map of the City for a change of zoning from unzoned land previously located in the City of Aubrey Extraterritorial Jurisdiction to Planned Development District (PD) with base zoning district of C – Commercial on approximately 20 acres of land located in the Francisco Trevino Survey, Abstract No. 1243, Denton County, Texas. The property is generally located south of E. Blackjack Road, west of FM 2931, and east of US Hwy 377. DCAD Parcel ID's 51970 and 557569. (Blackjack Pretium Capital, LLC)

Staff Contact

Helen-Eve Beadle, Planner
heleneve@heplanningdesign.com
469-360-6618

Summary

See Attached Planner's Report

Financial Summary

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve the ordinance as presented



*Case Report –Planned Development District–Blackjack Pretium
Capital, 20 Acres.*

*Planning and Zoning Commission –September 12, 2024
City Council – September 26, 2024*

To: Mayor, City Council, Planning and Zoning Commission

From: Helen-Eve Beadle, AICP, HE Planning+Design, LLC

Request: Hold a public hearing, consider, and act on an Ordinance an amendment to Exhibit 14A, “Zoning Ordinance,” in Chapter 14, “Zoning” of the Code of Ordinances of the City of Aubrey, Texas, and the official Zoning Map of the City as requested in an application for a change of zoning from unzoned land previously located in the City of Aubrey Extraterritorial Jurisdiction to Planned Development District (PD) with base zoning district of C – Commercial on approximately 20 acres of land located in the Francisco Trevino Survey, Abstract No. 1243, Denton County, Texas. The property is generally located south of E. Blackjack Road, west of FM 2931, and east of US Hwy 377. DCAD Parcel ID’s 51970 and 557569. (Blackjack Pretium Capital, LLC)

Applicant: Pretium Capital, LLC

Location: The property is generally located south of Blackjack Road, east of US Hwy 377, and west of the future extension of McNatt Road.

Future Land Use Map Designation: Estate Neighborhood

Zoning: Unzoned, ETJ property

Summary: On August 22, 2024, the Aubrey City Council approved an Extraterritorial Jurisdiction Development Agreement (ETJDA) for the property.

The agreement includes procedures for annexation and zoning of the property and the next step in the development process is to process a zoning application. Development regulations for the property are outlined in the attached PD Planned Development District Standards which are consistent with the approved Development Agreement.

Commercial Standards:
The proposed zoning is for PD Planned Development District with a base zoning district of C Commercial. The development regulations include:

1. Permitted uses in addition to those allowed in the C District;
2. No requirement for a Specific Use Permit (SUP) for restaurants meeting the food and beverage certificate requirements of the Texas Alcohol and Beverage Commission (TABC) regulations;
3. Prohibited uses that are not necessarily desirable uses for a prominent commercial corner;

4. Schedule of regulations including setbacks, building height, lot size, etc.;
5. Tree preservation exemption;
6. Existing structure code requirements; and
7. PD Concept Plan being required to be submitted as a PD amendment prior to a Development Site Plan application.

Notifications: Notifications as required by Texas Local Government Code and the City of Aubrey Zoning Ordinance were provided.

At the time of agenda report submission, no letters either for or against the PD application have been received.

Recommendation: Staff recommends the PD Planned Development District for the Blackjack Pretium Capital property be approved as presented.

The Planning and Zoning Commission unanimously recommended the item for City Council approval at their September 12, 2024 meeting.

Action Options: The City Council may:

1. Approve the PD Ordinance for Blackjack Pretium as presented in the agenda report;
2. Approve the PD Ordinance for Blackjack Pretium with conditions; or
3. Deny the PD Ordinance for Blackjack Pretium.

Attachments:

1. Location/Notification Map
2. Draft PD Ordinance for Blackjack Pretium
3. PD Development Standards
4. Development Agreement

CITY OF AUBREY
ORDINANCE NUMBER 878-24

AN ORDINANCE OF THE CITY OF AUBREY, TEXAS, AMENDING EXHIBIT 14A, "ZONING ORDINANCE," IN CHAPTER 14, "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF AUBREY, TEXAS, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO CHANGE THE ZONING FROM UNZONED TO PLANNED DEVELOPMENT DISTRICT WITH A BASE ZONING DISTRICT OF "C" COMMERCIAL USES ("PD-878-24") AS THE ZONING CLASSIFICATION FOR APPROXIMATELY 20 ACRES OF LAND, COMPRISED OF AN APPROXIMATE 5.0 ACRE PARCEL (PARCEL ID NO. 51970) AND AN APPROXIMATE 14.975 ACRE TRACT (PARCEL ID NO. 557569) GENERALLY LOCATED SOUTH OF E. BLACKJACK ROAD, WEST OF FM 2931, AND EAST OF US HWY 377, BEING SITUATED IN THE FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243, CITY OF AUBREY, DENTON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A"; PROVIDING DEVELOPMENT REQUIREMENTS, ATTACHED HERETO AS EXHIBIT "B"; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENT; PROVIDING FOR AMENDING OFFICIAL ZONING MAP; PROVIDING FOR A MAXIMUM PENALTY OF TWO THOUSAND DOLLARS (\$2,000.00), FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY OR PART OF A DAY DURING ON OR WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A CUMULATIVE REPEALER/SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Aubrey, Texas (hereinafter referred to as "City") is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council of the City (the "City Council"), is authorized and empowered by law, in accordance with Chapter 211 of the Texas Local Government Code, to adopt zoning regulations governing the use of land within the City; and

WHEREAS, the City Council adopted Exhibit 14A in Chapter 14 of its Code of Ordinances, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, the property owners own an approximate 20-acre tract of land, comprised of an approximate 5.0 acre parcel (Parcel ID No. 51970) and an approximate 14.975 acre tract (Parcel ID No. 557569) and generally located south of E. Blackjack Road, west of FM 2931, and east of US Hwy 37, and situated in the Francisco Trevino Survey, Abstract No. 1243, legally described and depicted in **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, approximately 20 acres of the Property was recently annexed into the City boundaries and is currently unzoned; and

WHEREAS, the City received a request from the property owner to change the zoning on the Property to Planned Development District with commercial uses ("PD-878-24"); and

WHEREAS, the Development Regulations, as set forth in **Exhibit B**, attached hereto and incorporated herein, define the land uses and standards for the development of the Property; and

WHEREAS, after public notices were given in compliance with Texas law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City (the "Planning and Zoning Commission") has recommended to the City Council to approve establishing the zoning classification on the Property and to amend the official zoning map of the City (the "Zoning Map") to reflect the Planned Development District; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which it considered comments from the Public and the recommendation of the Planning and Zoning Commission and, among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of encouraging the most appropriate use of land in the City, and the City Council does hereby find that the requested zoning accomplishes such objectives; and

WHEREAS, the Zoning Ordinance incorporates design standards and building materials standards that are differentially applicable to residential structures and non-residential buildings; and

WHEREAS, such standards substantially further the preservation of property values and the promotion of economic development within the City; and

WHEREAS, such standards also establish the character of community development and embody architecturally and, in some contexts, culturally significant features of continuing duration; and

WHEREAS, the Zoning Ordinance also provides for planned development districts, which enable departures from traditional zoning district standards in recognition of the unique character of a development project; and

WHEREAS, the City's policy in creating a planned development district is to incorporate and enhance to the fullest extent feasible the design and building materials standards that are integral to the City's zoning regulations in all planned development districts; and

WHEREAS, the City Council finds and determines that the incorporation of such standards lends long-term viability to the planned development project; and

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

SECTION 1. INCORPORATION OF PREMISES. It is hereby officially determined that the findings and recitations contained above in the preamble of this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. ZONING AMENDMENT. The Zoning Ordinance of the City is amended to change the zoning of the Property from unzoned to Planned Development District with "C" Commercial District ("PD-878-24") as the base zoning classification, subject to **Exhibit B, "Development Regulations"**, which Exhibits is incorporated as if fully set forth herein, and all applicable City ordinances and regulations governing, except as may be modified by this Ordinance.

SECTION 3. ZONING MAP. The official zoning map of the City shall be amended to reflect the change in zoning for the Property as described herein.

SECTION 4. COMPLIANCE REQUIRED. The Property shall be used and developed only in the manner and for the purposes provided for in this Ordinance and the Zoning Ordinance of the City, as amended.

SECTION 5. PENALTY. Any person who violates of any provision this Ordinance, upon conviction, shall be deemed guilty of a misdemeanor and shall be fined a sum not to exceed two thousand dollars (\$2,000.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 6. CUMULATIVE REPEALER/SAVINGS. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 7. SEVERABILITY. If any section, subsection, clause, phrase or provision of this Ordinance, or any application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or any application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 8. PUBLICATION OF THE CAPTION HEREOF AND EFFECTIVE DATE. This Ordinance shall be in full force and effective from and after its passage and upon the posting and/or publication, if required by law, of its caption and the City Secretary is hereby directed to implement such posting and/or publication.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS ON THIS 26TH DAY OF SEPTEMBER, 2024.

APPROVED:

ATTEST:

Chris Rich, Mayor

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams
City Attorney

**EXHIBIT A
PROPERTY LEGAL DESCRIPTION
5 ACRE PARCEL
DENTON COUNTY APPRAISAL DISTRICT PARCEL ID 51970**

PROPERTY DESCRIPTION

Being a tract of land situated in the F. Trevino Survey, Abstract No. 1243, in Denton County, Texas, being a portion of that same tract of land conveyed to Marlon Kirk Swan and wife, Terrisa Delee Swan by deed recorded in Document No. 2004-74751, of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at at 1/2 inch iron rod found in Blackjack Road East, in the South line of a tract of land conveyed to Billie Joe Hampton and Bobbie L. Hampton by deed recorded in Volume 2936, Page 685 of the Deed Records of Denton County, Texas, said point being the Northwest corner of a tract of land conveyed to Billie Joe Hampton by deed recorded in Volume 818, Page 384 of the Deed Records of Denton County, Texas, same being the Northeast corner of said Swan tract;

Thence South 02 Degrees 04 Minutes 12 Seconds West, along the common line between said Bobbie Joe Hampton tract, and said Swan tract, a distance of 1021.19 feet to a point;

Thence North 87 Degrees 55 Minutes 48 Seconds West, departing the common line of said Swan and Bobbie Joe Hampton tract, a distance of 104.43 feet to a point for corner, said point being the most southerly Northeast corner of and Point of Beginning of herein described tract;

Thence South 02 Degrees 04 Minutes 12 Seconds West, 104.43 feet from and parallel to the common line of said Swan and Bobbie Joe Hampton tracts, a distance of 278.98 feet to a point for corner, said point being the Southeast corner of herein described tract;

Thence North 87 Degrees 55 Minutes 48 Seconds West, a distance of 320.30 feet to a point for corner, said point being the Southwest corner of herein described tract;

Thence North 03 Degrees 03 Minutes 15 Seconds West, a distance of 1323.16 feet to a point for corner in said Blackjack Road, in the South line of a tract of land conveyed to Blackjack Family Ranch, LLLP by deed recorded in Document No. 2004-12011 of the Deed Records of Denton County, Texas, same being the Northwest corner of herein described tract;

Thence South 86 Degrees 03 Minutes 46 Seconds East, along said Blackjack Road, a distance of 109.61 feet to a point for corner, said point being the most northerly Northeast corner of herein described tract;

Thence South 02 Degrees 05 Minutes 28 Seconds East, departing said Blackjack Road, a distance of 663.89 feet to a point for corner;

Thence South 18 Degrees 10 Minutes 41 Seconds East, a distance of 397.75 feet to a point for corner;

Thence South 87 Degrees 55 Minutes 48 Seconds East, a distance of 143.10 feet to the Point of Beginning and containing 217,682 square feet or 5.00 acres of land.

[illegible]

EXHIBIT A
PROPERTY LEGAL DESCRIPTION
14.975 ACRE PARCEL
DENTON COUNTY APPRAISAL DISTRICT PARCEL ID 557569

PROPERTY DESCRIPTION

Being a 14.975 acre tract of land situated in the Francisco Trevino Survey, Abstract Number 1243, Denton County, Texas, and being a 14.975 acre portion of a called 18.985 acre tract of land conveyed to Marion Kirk Swan and wife, Terrius DeLee Swan by Deed recorded in Instrument Number 2004-14751, Official Records, Denton County, Texas and being more particularly described herein as follows:

BEGINNING at a steel pin found for the recognized and occupied Northeast corner of said 14.975 acre tract and being the Northeast corner of said Swan tract also being at or near the centerline of Blackjack Road East (a public road);

THENCE South 01 degrees 07 minutes 50 seconds East, a distance of 1,526.84 feet to a 3/8 inch iron rod found for the recognized and occupied Southeast corner of said 14.975 acre tract also being an Eastern corner of a called 41.642 acre tract of land conveyed to W. Winal Coon by Deed recorded in Document Number 117151, Official Records, Denton County, Texas;

THENCE North 89 degrees 22 minutes 40 seconds West, along the South line of said Swan tract and a Northerly line of said Coon tract, a distance of 570.07 feet to a 1/2 inch iron rod found for the recognized and occupied Southwest corner of said Swan tract and being a re-entrant corner in the East line of said Coon tract;

THENCE North 03 degrees 06 minutes 47 seconds West, a distance of 1,507.86 feet to a steel pin found at or near the centerline of said Blackjack Road East and being the recognized and occupied Southwest corner of said Swan tract;

THENCE South 89 degrees 13 minutes 48 seconds East, along the centerline of said Blackjack Road East, a distance of 25.43 feet to a "Wag Nail" set for a Northwest corner of said Swan tract at or near the centerline of said Blackjack Road East;

THENCE over and across said Swan tract the following courses and distances:

South 06 degrees 22 minutes 45 seconds East, a distance of 1,323.18 feet to a 5/8 inch iron rod with cap stamped "P.L.S. INC" (typical) set for corner;

North 88 degrees 44 minutes 42 seconds East, a distance of 320.30 feet to a 5/8 inch iron rod set;

North 01 degrees 15 minutes 18 seconds West, a distance of 278.88 feet to a 5/8 inch iron rod set;

South 88 degrees 44 minutes 57 seconds West, a distance of 143.10 feet to a 5/8 inch iron rod set;

North 21 degrees 30 minutes 11 seconds West, a distance of 297.79 feet to a 5/8 inch iron rod set;

THENCE North 05 degrees 24 minutes 58 seconds West, a distance of 863.85 feet to a "Wag Nail" set for corner in the North line of said Swan tract also being at or near the centerline of said Blackjack Road East;

THENCE South 89 degrees 13 minutes 48 seconds East, at or near the centerline of said Blackjack Road East and the North line of said Swan tract, a distance of 434.58 feet to the **POINT OF BEGINNING** and containing, within the metes and bounds herein recited, 14.975 acres of land, more or less.

TITLE REPORT NOTE

THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A CURRENT TITLE REPORT AS PROVIDED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, REFERENCED BY OF NO. 1700347-AUNH AND BEARING AN EFFECTIVE DATE OF JANUARY 27, 2017.

SCHEDULE B ITEMS

1.) THE SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE SUBJECT TO THE MUSTANG WATER SUPPLY CORPORATION EASEMENT RECORDED IN VOLUME 5581, PAGE 1804, DEED RECORDS, GRAYSON COUNTY, TEXAS TO THE BEST OF THE SURVEYOR'S KNOWLEDGE, INFORMATION AND BELIEF.
(Schedule B, Item 107)

GENERAL NOTES

1. ALL BEARINGS CONTAINED HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATES SYSTEM, NAD 83, NORTH CENTRAL ZONE (+202), DERIVED FROM GPS OBSERVATION AND DERIVED FROM AN ON-THE-GROUND SURVEY CONDUCTED ON FEBRUARY 17, 2017.

2. ALL MONUMENTS SHOWN AS FOUND HEREON WERE CONTROLLING MONUMENTS USED IN THE FINAL BOUNDARY RESOLUTION AS SHOWN.

FLOOD NOTE

BY MAP SCALE THE PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN A DESIGNATED ZONE A AND APPEARS TO BE LOCATED IN A 1% ANNUAL CHANCE FLOOD (100-YEAR FLOOD), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALED OR EXCEEDED IN ANY GIVEN YEAR AND THE REMAINING PART APPEARS TO BE IN A ZONE X AND DOES NOT APPEAR TO BE LOCATED IN A FLOOD AREA AS PLOTTED ON COMMUNITY PANEL # 480774-0303-0 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE OR FLOOD HAZARD BOUNDARY MAP BEARING A REVISED MAP DATE OF APRIL 18, 2011.

SURVEYOR'S CERTIFICATION

This is to certify that, under my personal supervision, a careful survey was made on the ground of the property shown hereon. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM. The plot herein is a careful representation of the subject property as determined by an on-the-ground survey, the lines and dimensions of said property being as indicated by the plot; the size, location and type of buildings and improvements being as shown; the improvements being within the boundary of the property, without from property lines, the distance indicated and that the distance from the nearest intersecting street or road being as shown on said plot, EXCEPT AS SHOWN THERE ARE NO VISIBLE INTRUSIONS OR PROTRUSIONS APPARENT ON THE GROUND.


DANIEL L. JACKSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5577
FEBRUARY 22, 2017
FIRM REGISTRATION NO. 10126300



DRAWN BY:	NOM
CHECKED BY:	DLJ
DATE:	3/22/17
SHEET:	2 OF 2
SCALE:	AS SHOWN

LAND TITLE SURVEY
1382 BLACKJACK ROAD EAST

14.975 ACRE TRACT
FRANCISCO TREVINO SURVEY, A - 1243
DENTON COUNTY, TEXAS

1382 BLACKJACK ROAD EAST.DWG

THE COMPLETE LAND TITLE SURVEY SHOWN HEREON COMPRISES 3 PAGES AND "PAGE 1" ACCOMPANIES AND IS ATTACHED HERETO BY THIS REFERENCE.

EXHIBIT A
PROPERTY DEPICTION
14.975 ACRE PARCEL
DENTON COUNTY APPRAISAL DISTRICT PARCEL ID 557569

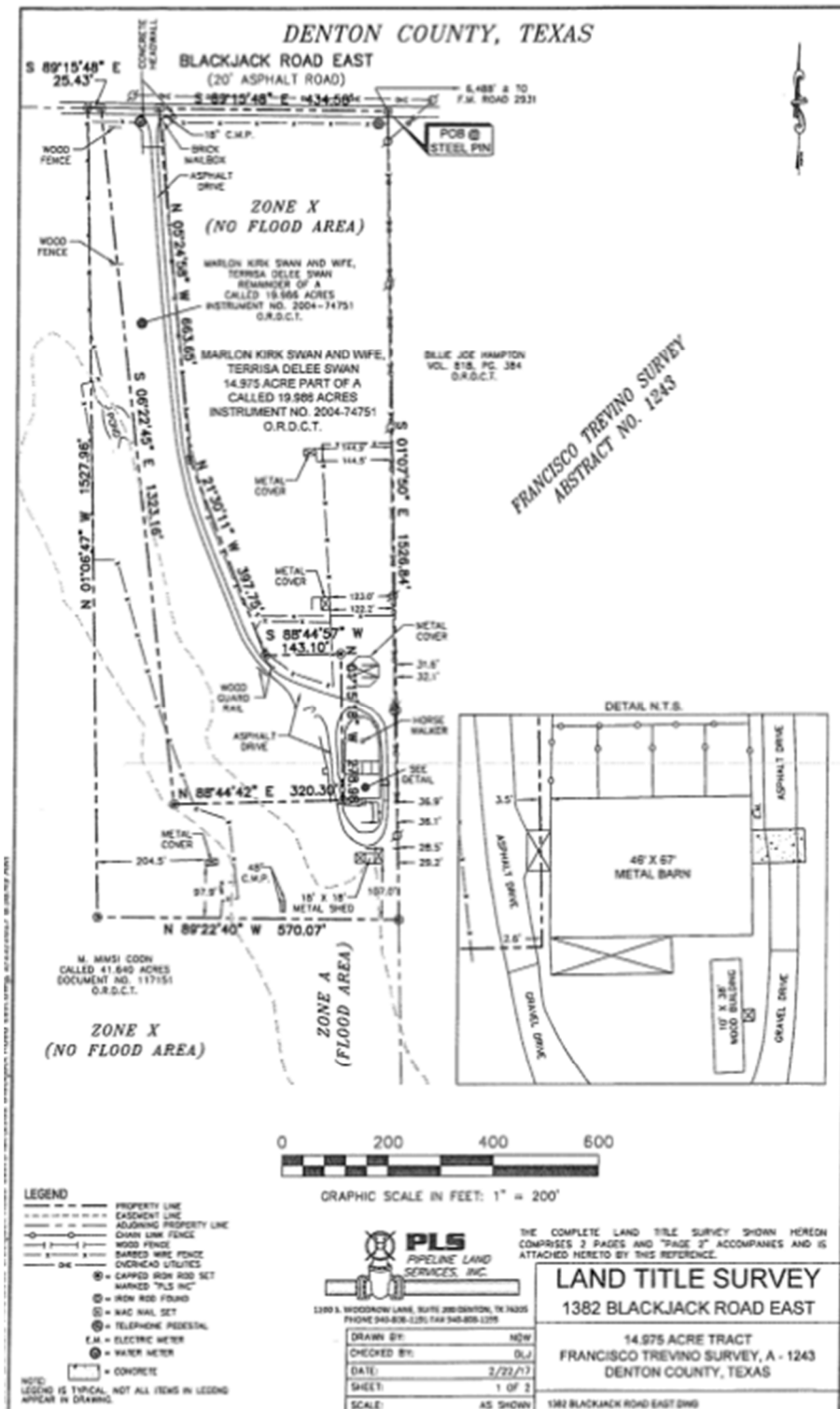


EXHIBIT B DEVELOPMENT REGULATIONS

Permitted uses and development regulations outlined in the Aubrey Code of Ordinances, Chapter 14, Zoning, Exhibit 14A, Zoning Ordinance, shall apply to the Property, more specifically described and depicted in Exhibit A to this Ordinance (the "Property"), as such ordinances exist or may be amended, and as outlined herein. The base zoning district for the Property shall be the Commercial District (C).

Permitted Uses:

1. Permitted uses shall be those uses allowed per the Commercial (C) District base zoning, subject to the express written exceptions outlined in the Prohibited Uses section of this Exhibit B.
2. Day Care Center use shall be permitted by right (i.e. without a Specific Use Permit (SUP)).
3. Event Venue
4. Office uses
5. Restaurants meeting the TABC requirements for food/alcoholic beverage sales (food and beverage certificate) and distance requirements to schools/daycares/churches/hospitals per the City's adopted regulations are permitted. Restaurants not meeting distance requirements will require school district/daycare/church/hospital permission and will be required to apply for and obtain a Specific Use Permit (SUP).
6. Event Venues meeting TABC requirements and distance to schools/daycares/churches per the City's adopted regulations are permitted. Event venues not meeting distance requirements will require school district/daycare/church/hospital permission and will be required to apply for and obtain a Specific Use Permit (SUP).

Uses that require a Specific Use Permit (SUP):

1. Alcoholic beverage sales.
All other alcoholic beverage sales (not listed above in Permitted Uses section hereof) shall require a Specific Use Permit (SUP) application. Uses, other than Restaurants meeting the food and beverage certificate and Event Venues shall require application for and approval of a Specific Use Permit (SUP).

Prohibited Uses:

The following uses are prohibited on the Property:

1. Car wash
2. Repair and storage garages
3. Tire repair shops
4. Auto body operations
5. Spray painting operations
6. Motels and apartment hotels
7. Rental truck and trailers with or without automobile service stations
8. Mini warehouse/self-storage facilities
9. Mortuary
10. Machinery and equipment sales and service establishments
11. Tobacco product stores
12. Variety Store. A retail establishment that offers for sale an assortment of inexpensive or discounted physical goods, products or merchandise directly to the consumer such as food or beverages for off-premise consumption, household products, personal grooming and health products and other consumer goods. Variety Store does not include a retail store that: contains a prescription

- pharmacy; sells gasoline or diesel fuel; or primarily sells specialty food items (e.g. meat, seafood, cheese, oils and vinegars, or confectioneries). Vehicle parking lot use and/or parking structure use as primary commercial use. However, parking lots and/or parking structures associated with an allowed business are permitted; and
13. Outside Storage and Outside Sales uses whether or not in conjunction with an allowed use on the Property.

Schedule of District Regulations:

Maximum Building Height	40 feet		
Minimum Side Yard	Adjacent to SF, PH, & TH	Adjacent to other districts	Adjacent to Dedicated Street
	1 story=25 feet	1 story 20 feet	1 story=30 feet
	2 story= 60 feet	2 story-20 feet	2 story=30 feet
Minimum Rear Yard	Adjacent to SF, PH, & TH	Adjacent to other districts	Adjacent to Dedicated Street
	1 story=30 feet	1 story=30 feet	1 story=25 feet
	2 story=60 feet	2 story=30 feet	2 story=25 feet
Minimum Front Yard	30 feet		
Minimum Lot Width	100 feet		
Minimum Lot Depth	100 feet		
Minimum square footage	5,000 square feet		
Maximum Lot Coverage	50%		

Tree Preservation:

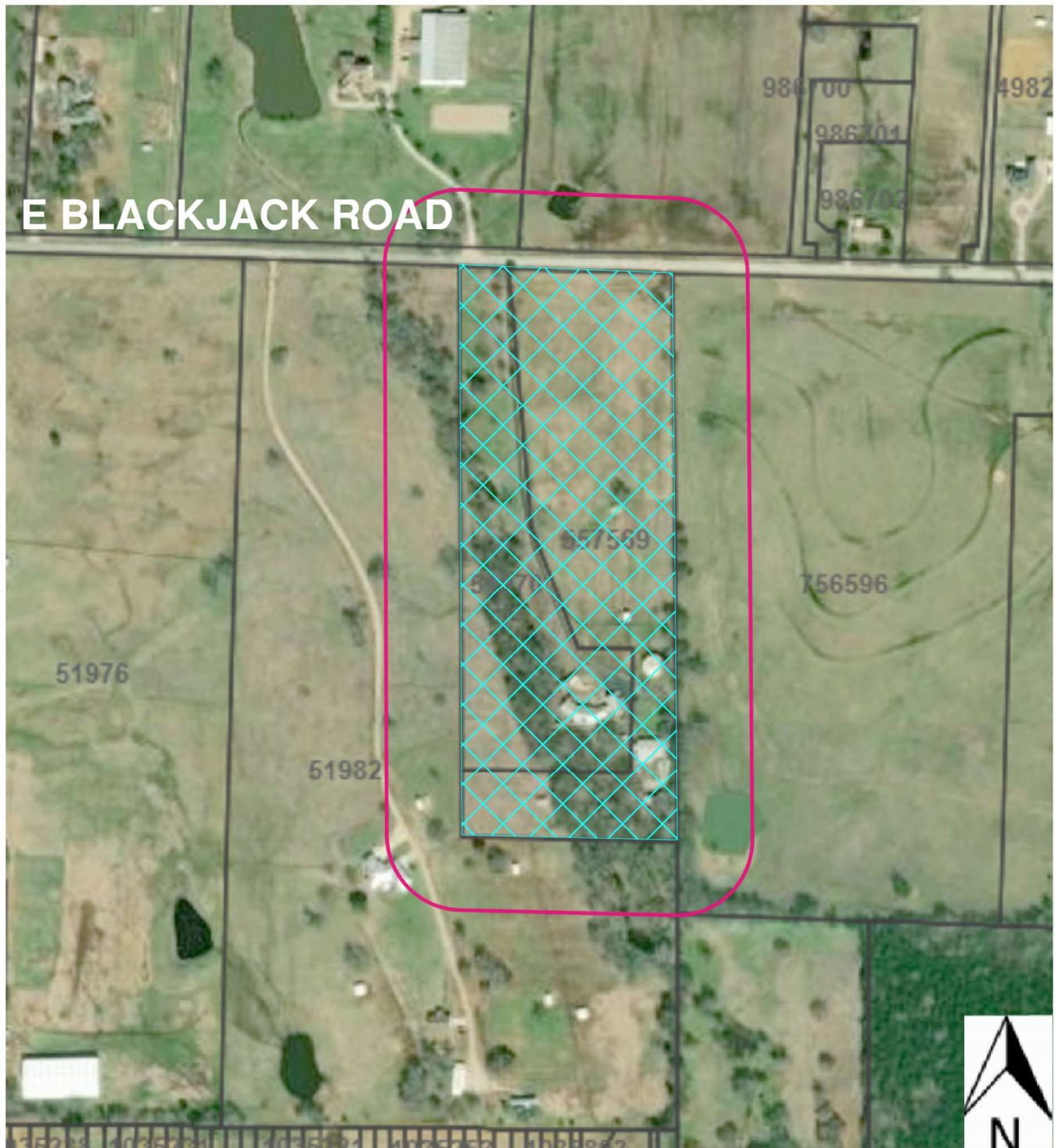
The Property will not be subject to tree preservation/tree mitigation requirements.

Existing Structure(s) Code Requirements:

The existing structures may be used and occupied as currently exist. Should the house and/or barn change uses, those structures shall meet the building code regulations for occupancy use prior to occupancy or issuance of a certificate of occupancy, as applicable for those structures.

Planned Development District Concept Plan:

A Planned Development District Concept Plan is not a part of this PD ordinance. A PD Concept Plan for the entire Property shall be submitted and approved prior to the submission or approval of a Development Site Plan application. The PD Concept Plan shall be processed as an amendment to the Planned Development District ordinance in accordance with City Ordinance requirements.



NOTIFICATION MAP FOR:

Public Hearing: An amendment to Exhibit 14A, "Zoning Ordinance," in Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas, and the official Zoning Map of the City as requested in an application for a change of zoning from unzoned land previously located in the City of Aubrey Extraterritorial Jurisdiction to Planned Development District (PD) with base zoning district of C – Commercial on approximately 20 acres of land located in the Francisco Trevino Survey, Abstract No. 1243, Denton County, Texas. The property is generally located south of E. Blackjack Road, west of FM 2931, and east of US Hwy 377. DCAD Parcel ID's 51970 and 557569. (Blackjack Pretium Capital, LLC)

DEVELOPMENT REGULATIONS

Permitted uses and development regulations outlined in the Aubrey Code of Ordinances, Chapter 14, Zoning, Exhibit 14A, Zoning Ordinance., shall apply to the property as exists or may be amended, and as outlined herein. The base zoning district for the property shall be the Commercial District (C).

Permitted Uses:

1. All permitted uses in the base zoning district C Commercial, with express written exceptions outlined in the Prohibited Uses Section.
2. Day Care Center use shall be permitted by right (i.e. without a Specific Use Permit (SUP).
3. Event Venue
4. Office uses
5. Restaurants meeting the TABC requirements for food/alcoholic beverage sales (food and beverage certificate) and distance requirements to schools/daycares/churches/hospitals per the City's adopted regulations are permitted. Restaurants not meeting distance requirements will require school district/daycare/church/hospital permission and will be required to apply for a Specific Use Permit (SUP).
6. Event Venues meeting TABC requirements and distance to schools/daycares/churches per the City's adopted regulations are permitted. Event venues not meeting distance requirements will require school district/daycare/church/hospital permission and will be required to apply for a Specific Use Permit (SUP).

Uses that require a Specific Use Permit (SUP):

1. Alcoholic beverage sales.
All other alcoholic beverage sales (not listed above in Permitted Uses) shall require a Specific Use Permit (SUP) application. uses, other than Restaurants meeting the food and beverage certificate and Event Venues shall require application for a Specific Use Permit (SUP).

Prohibited Uses:

The following uses are prohibited on the property:

1. Car wash
2. Repair and storage garages
3. Tire repair shops
4. Auto body operations
5. Spray painting operations
6. Motels and apartment hotels
7. Rental truck and trailers with or without automobile service stations
8. Mini warehouse/self-storage facilities
9. Mortuary
10. Machinery and equipment sales and service establishments
11. Tobacco product stores
12. Variety Store. A retail establishment that offers for sale an assortment of inexpensive or discounted physical goods, products or merchandise directly to the consumer such as food or beverages for off-premise consumption, household products, personal grooming and health products and other consumer goods. Variety Store does not include a retail store that: contains a prescription pharmacy; sells gasoline or diesel fuel; or primarily sells specialty food items (e.g. meat, seafood, cheese, oils and vinegars, or confectioneries).

- a. Vehicle parking lot use and/or parking structure use as primary commercial use. However, parking lots and/or parking structures associated with a business are permitted; and
- b. Outside Storage uses.

Schedule of District Regulations:

Maximum Building Height	40 feet		
Minimum Side Yard	Adjacent to SF, PH, & TH	Adjacent to other districts	Adjacent to Dedicated Street
	1 story=25 feet	1 story 20 feet	1 story=30 feet
	2 story= 60 feet	2 story-20 feet	2 story=30 feet
Minimum Rear Yard	Adjacent to SF, PH, & TH	Adjacent to other districts	Adjacent to Dedicated Street
	1 story=30 feet	1 story=30 feet	1 story=25 feet
	2 story=60 feet	2 story=30 feet	2 story=25 feet
Minimum Front Yard	30 feet		
Minimum Lot Width	100 feet		
Minimum Lot Depth	100 feet		
Minimum square footage	5,000 square feet		
Maximum Lot Coverage	50%		

Tree Preservation:

The property will not be subject to tree preservation/tree mitigation requirements.

Existing Structure(s) Code Requirements:

The existing structures may be used and occupied as currently exist. Should the house and/or barn change uses, the structures shall meet the building code regulations for occupancy use.

Planned Development District Concept Plan:

A Planned Development District Concept Plan is not a part of this PD ordinance. A PD Concept Plan for the entire property shall be submitted and approved prior to a Development Site Plan application. The PD Concept Plan shall be processed as an amendment to the Planned Development District ordinance

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into by and Pretium Capital, LLC, a Texas limited liability company (the “Owner”) and the City of Aubrey, Texas, a home rule municipality (the “City”) to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement (“Effective Date”).

RECITALS

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County; and

WHEREAS, the Owner and the City (which are sometimes individually referred to as a “Party” and collectively as the “Parties”) desire to enter into this Agreement; and

WHEREAS, on the date the City Council voted to approve this Agreement the Owner owns approximately 20 acres of land, located at 1382 E. Blackjack Road which lies within the extraterritorial jurisdiction (“ETJ”) of the City, and within Denton County, Texas and is described by metes and bounds on Exhibit A and depicted in Exhibit B, (the “Property”); and

WHEREAS, the Owner intends to develop the Property pursuant to the terms of this Agreement as a planned development with general retail, shopping center, and commercial uses consistent with the development standards, attached hereto as Exhibit C (the “Development Standards”); and

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with building material requirements and building code requirements applicable to properties located within the corporate limits of the City, except as otherwise provided herein; and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and to impose certain commitments in connection with the development of the Property as set forth in more detail herein and in Exhibit C hereto; and

WHEREAS, after annexation and zoning, the Parties intend for the Property to be developed in a manner consistent with the City’s zoning requirements, an approved Planned Development District zoning ordinance, an approved Concept Plan provided as part of the Planned Development District zoning for the Property (the “Concept Plan”), and the Building Elevations, consistent with the Planned Development District zoning for the Property (the “Building Elevations”); and

WHEREAS, the Owner intends to construct and/or make financial contributions to certain public infrastructure to serve the Development; and

WHEREAS, both the City and Mustang Special Utility District hold the certificate of convenience and necessity to provide retail water service to the Property; however, the Owner has elected and the Parties have agreed that the City will provide retail water service; and

WHEREAS, the City holds the certificate of convenience and necessity to provide retail wastewater service to the Property; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law; and

WHEREAS, the Parties contemplate that the Owner execute and return a petition satisfying all legal requisites for annexation of the Property under Subchapter C-3 of Texas Local Government Code, Chapter 43, as forth in Article III below.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I
DEVELOPMENT REGULATIONS AND FEES – ZONING AFTER ANNEXATION

1.1 Full Compliance with City Standards. Development of the Property shall be subject to any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development (the “City Regulations”).

1.2 Plat. The Owner may submit a plat for all or any portion of the Property. All plats submitted for the Property shall be in conformance with all City Regulations and the approved Concept Plan, as applicable after the Property has been zoned. The processing and content of all plats must adhere to the City Regulations, as they may be expressly altered by this Agreement.

1.3 Zoning; Building Codes, Fire Codes and Building Materials. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with **Section 3.1** of this Agreement, the Parties agree that the Development Standards set forth in **Exhibit C** and applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law (the “Plan for Development”). The City shall consider zoning the Property consistent with the Development Standards and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Owner expressly consents and agrees to the zoning of the Property consistent with and as contemplated by the Development Standards and the Plan for Development. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that the Development Standards to this Agreement shall constitute a “permit” under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. Upon an administratively complete application for a final plat or site plan for any portion of the Property, the Owner may claim vested rights as to the portion of the Property contained in the final plat based upon ordinances in effect at the time of final plat application, except to the extent such claim would cause the City’s building material regulations in the zoning ordinance or in other City ordinances to be inapplicable

Further, in consideration for the City providing planning services for the preparation of the Development Standards set forth in Exhibit C to which the Owner and City have negotiated, the Owner has consented to and requested, and the Parties agree that the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's regulations for design standards including building materials, building articulation, form and massing and architectural compatibility contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the Property with their applicability, except as modified in Exhibit C hereto. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the design standards contained in the City Regulations, including without limitation the zoning ordinance or any other applicable City ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the Development Standards, Exhibit C, shall then touch and concern the Property and be binding upon the Property.

1.4 Fees. The Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations to other developments located in the corporate limits of the City, except as specified otherwise within this Agreement.

ARTICLE II PUBLIC INFRASTRUCTURE

2.1 Public Infrastructure.

(a) Standards. Except as otherwise expressly provided for in this Agreement, all water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the Development on the Property (the "Public Infrastructure") shall be constructed by the Owner. Public Infrastructure shall be designed, constructed and installed by the Owner in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. To the extent easements or rights-of-way are needed within the Property and/or on the perimeter of the Property, they shall be dedicated by the Owner to the City at no cost to the City. The Public Infrastructure shall be installed within easements granted to the City or in the public right-of-way, however utilities must be in an easement separate from the right-of-way. The size of the Public Infrastructure shall be as finally determined by the City's engineer, however, should the City's engineer determine oversizing is needed to serve property other than the Development, then the City shall pay its proportionate share of such oversizing costs as they become due and payable under the construction contract.

(b) Water and Wastewater Facilities by Owner. As required by the City Regulations, the Owner shall, at its sole cost and expense, design and construct all water and wastewater

facilities required by the City Regulations and needed to serve the Development. Owner acknowledges and understands that City and Mustang Special Utility District ("Mustang") hold the certificate of convenience and necessity to provide retail water service to the Property; however, the Owner has elected and the Parties have agreed that the City shall be the exclusive provider of retail water service to the Property.

(c) Roadway Facilities by Owner. As required by the City Regulations, the Owner shall, at its sole cost and expense, design and construct all roadway facilities required by the City Regulations and needed to serve the Development.

(d) Storm Sewer Facilities by Owner. As required by the City Regulations, the Owner shall, at its sole cost and expense, design, construct and maintain all storm sewer facilities, including onsite detention ponds, required by the City Regulations and needed to serve the Development.

2.2 Inspections, Acceptance of Public Infrastructure.

(a) Inspections. The City shall have the right to inspect the construction of all Public Infrastructure at any time, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of the Public Infrastructure shall be as required by the City Regulations.

(b) No Release. The City's inspections shall not release the Owner from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement.

(c) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(d) Approval of Plats/Plans. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Owner, their engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Owner or the Owner's engineer, or engineer's officers, agents, servants, or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Owner related to the Property shall meet the requirements of the applicable City Regulations.

2.3 Eminent Domain. The Owner agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Owner is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Owner shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Owner shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Owner deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Owner with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

2.4 Operation and Maintenance. Upon inspection, approval, and acceptance of the water Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water infrastructure or any accepted portion thereof and provide water service to the Property.

ARTICLE III

ANNEXATION AND POST-ANNEXATION MATTERS

3.1 Annexation. This Agreement shall constitute the Owner's consent and written petition for voluntary annexation of the Property into the City for all municipal purposes pursuant to Chapter 43, Texas Local Government Code. The Owner agrees to execute and supply any and all petitions, instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. This Agreement constitutes the written service plan agreement for providing City services to the Property in compliance with Subchapter C-3, Chapter 43, Texas Local Government Code. Upon annexation of the Property, the City will provide the same municipal services, including without limitation, police and fire services, available to other citizens of the City so long as the Owner pays City ad valorem taxes to the City. If the City is unable to complete the annexation of the Property for any reason, including but not limited to procedural error or legal challenge, Owner shall execute another voluntary annexation petition for the Property within ten (10) days of being requested to do so. Prior to annexation of the Property, the City shall have considered this Agreement, shall have submitted to Owner, and Owner shall review and approve, and this annexation service plan shall be considered a binding, and mutually agreed upon, contractual obligation between the City and Owner. Pursuant to Texas Local Government Code, Chapter 43, Subchapter C-3, or other such provisions governing land as they may then exist,

the City shall initiate annexation proceedings following the recordation of this Agreement in the Real Property Records of Denton County. Owner shall not petition for release from the City's ETJ pursuant to Chapter 42, Texas Local Government Code, as enacted by S.B. 2038, any amendments to Chapter 42, or any other future change in law. Any such action shall be deemed a breach of this Agreement. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement of the City's authority to annex the Property.

3.2 The Owner acknowledges the City's compliance with Federal and State Constitutions, rules and regulations, and all Statutes, case law, and local ordinance relating to annexation and waives any right or claim for a taking relating thereto. The Parties agree to cooperate in good faith with each other in such annexation process, including, but not limited to, the execution by the Owner and the City of such further documents or instruments as may be reasonably requested from time to time by either Party to properly effectuate such voluntary annexation. The Owner acknowledges and agrees that:

(a) Section 3.1 was a material inducement for the City to enter into this Agreement with Owner;

(b) the Owner is not required to enter into this Agreement;

(c) the annexation procedures are described in this Agreement in plain language, provide a description of the annexation procedures applicable to the Property, and require the Owner's consent, and by entering into this Agreement, the Owner hereby voluntarily provides such consent and the City hereby waives immunity to suit under this Agreement; and

(d) with this Agreement and the provisions contained herein, the City has provided to the Owner the written disclosure required by Section 212.172(b-1) of the Texas Local Government Code.

ARTICLE IV

TERM

The term of this Agreement shall be for a period of fifteen (15) years after the Effective Date, except that Section 1.3, plus all provisions referenced in Section 1.3, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing.

ARTICLE V

INDEMNIFICATION AND OWNER'S ACKNOWLEDGMENT

5.1 Indemnification and Hold Harmless.

(a) THE OWNER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS

(EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE OWNER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE OWNER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE OWNER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE OWNER HEREUNDER; (III) THE OWNER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE OWNER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE OWNER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE OWNER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, 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. THE OWNER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST THE OWNER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY THE CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF OWNER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF OWNER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. THE OWNER SHALL RETAIN THE CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND THE OWNER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNSEL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE OWNER.

5.2 The Owner'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/Owners' Waiver and Release of Claims For Obligations expressly set forth in this Agreement.

(a) **THE OWNER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:**

(i) **THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER 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) **THE AMOUNT OF THE OWNER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE OWNER'S ANTICIPATED IMPROVEMENTS AND THE OWNER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.**

(iii) **THE OWNER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT:**
(A) **ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE OWNER FOR SUCH LAND, AND THE OWNER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE OWNER 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 5.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

ARTICLE VI

EVENTS OF DEFAULT; REMEDIES

6.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

6.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief.

ARTICLE VII

ASSIGNMENT AND ENCUMBRANCE

7.1 Assignment by Owner to Successors.

(a) The Owner may assign this Agreement, including any obligation, right, title, or interest of the Owner under this Agreement, to any person or entity (an “Owner Assignee”) with the prior written consent of the City. An Owner Assignee is considered the “Owner” and a “Party,” under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee.

(b) Each assignment shall be in writing approved by the City executed by the Owner and the Owner Assignee and shall obligate the Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned.

7.2 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.

7.3 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE VIII

RECORDATION

This Agreement and all amendments hereto and assignments hereof shall be recorded in the deed records of each county within which the Property is located. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property.

ARTICLE IV
ADDITIONAL PROVISIONS

9.1 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.

9.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows ("Notice"):

To the City:	Attn: Charles Kreidler, City Manager City of Aubrey 107 South Main Street Aubrey, Texas 76227
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With a copy to:	Attn: Patricia Adams, City Attorney Messer & Fort, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 E-mail: Patricia@txmunicipallaw.com
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To the Owner:	_____ _____ _____ _____
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With a Copy to:	_____ _____ _____
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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.

9.3 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.

9.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

9.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

9.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

9.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

9.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County, Texas. Exclusive venue for any action to enforce or construe this Agreement shall be in Denton County District Court.

9.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be

deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

9.11 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.

9.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Development Standards

9.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

9.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

9.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Owner expressly amending the terms of this Agreement.

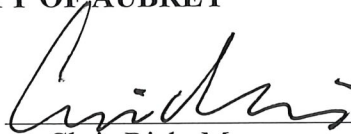
9.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

9.17 Form 1295 Certificate. The Owner represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Owner has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Owner further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by the Owner. The information contained in Form 1295 completed by the Owner has been provided solely by the Owner and the City has not verified such information.

EXECUTED by the City and the Owner on the respective dates stated below after approval of the City Council of the City on August 22, 2024.

Date: 8/22/2024

CITY OF AUBREY

By: 
Chris Rich, Mayor

ATTEST:


Jenny Hicks, City Secretary



STATE OF TEXAS §
 §
COUNTY OF DENTON §

 This instrument was acknowledged before me on the ____ day of _____, 2024, by
Chris Rich, the Mayor of the City of Aubrey, Texas, on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

OWNER: PRETIUM CAPITAL LLC

By: _____

Name: _____

STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2024, by
_____, the _____ of Pretium Capital, on behalf of said
company.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Tract 1:

Being a tract of land situated in the F. TREVINO SURVEY, Abstract No. 1243, in Denton County, Texas, being a portion of that same tract of land conveyed to Marlon Kirk Swan and wife, Terrisa Delee Swan by deed recorded in Document No. 2004-74751, of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a 1/2 inch iron rod found in Blackjack Road East, in the South line of a tract of land conveyed to Billie Joe Hampton and Bobbie L. Hampton by deed recorded in Volume 2936, Page 685 of the Deed Records of Denton County, Texas, said point being the Northwest corner of a tract of land conveyed to Billie Joe Hampton by deed recorded in Volume 818, Page 384 of the Deed Records of Denton County, Texas, same being the Northeast corner of said Swan tract;

Thence South 02 Degrees 04 Minutes 12 Seconds West, along the common line between said Bobbie Joe Hampton tract, and said Swan tract, a distance of 1021.19 feet to a point;

Thence North 87 Degrees 55 Minutes 48 Seconds West, departing the common line of said Swan and Bobbie Joe Hampton tract, a distance of 104.43 feet to a point for corner, said point being the most southerly Northeast corner of and Point of Beginning of herein described tract;

Thence South 02 Degrees 04 Minutes 12 Seconds West, 104.43 feet from and parallel to the common line of said Swan and Bobbie Joe Hampton tracts, a distance of 278.98 feet to a point for corner, said point being the Southeast corner of herein described tract;

Thence North 87 Degrees 55 Minutes 48 Seconds West, a distance of 320.30 feet to a point for corner, said point being the Southwest corner of herein described tract;

Thence North 03 Degrees 03 Minutes 15 Seconds West, a distance of 1323.16 feet to a point for corner in said Blackjack Road, in the South line of a tract of land conveyed to Blackjack Family Ranch, LLLP by deed recorded in Document No. 2004-12011 of the Deed Records of Denton County, Texas, same being the Northwest corner of herein described tract;

Thence South 86 Degrees 03 Minutes 46 Seconds East, along said Blackjack Road, a distance of 109.61 feet to a point for corner, said point being the most northerly Northeast corner of herein described tract;

Thence South 02 Degrees 05 Minutes 28 Seconds East, departing said Blackjack Road, a distance of 663.89 feet to a point for corner;

Thence South 18 Degrees 10 Minutes 41 Seconds East, a distance of 397.75 feet to a point for corner;

Thence South 87 Degrees 55 Minutes 48 Seconds East, a distance of 143.10 feet to the Point of Beginning and containing 217,582 square feet or 5.00 acres of land, more or less.

Tract 2:

Being a 14.975 acre tract of land situated in the FRANCISCO TREVINO SURVEY, Abstract Number 1243, Denton County, Texas, and being a 14.975 acre portion of a called 19.986 acre tract of land conveyed to Marion Kirk Swan and wife, Terrisa DeLee Swan by Deed recorded in Instrument Number 2004-74751, Official Public Records, Denton County, Texas and being more particularly described herein as follows:

BEGINNING at a steel pin found for the recognized and occupied Northeast corner of said 14.975 acre tract and being the Northeast corner of said Swan tract also being at or near the centerline of Blackjack Road East (a public road);

THENCE South 01 degrees 07 minutes 50 seconds East, a distance of 1,526.84 feet to a 3/8 inch iron rod found for the recognized and occupied Southeast corner of said 14.975 acre tract also being an Easterly corner of a called 41.640 acre tract of land conveyed to M. Mimsi Coon by Deed recorded in Document Number 2016-117151, Official Public Records, Denton County, Texas;

THENCE North 89 degrees 22 minutes 40 seconds West, along the South line of said Swan tract and a Northerly line of said Coon tract, a distance of 570.07 feet to a 1/2 inch iron rod found for the recognized and occupied Southwest corner of said Swan tract and being a re-entrant corner in the East line of said Coon tract;

THENCE North 01 degrees 06 minutes 47 seconds West, a distance of 1,527.96 feet to a steel pin found at or near the centerline of said Blackjack Road East and being the recognized and occupied Northwest corner of said Swan tract;

THENCE South 89 degrees 15 minutes 48 seconds East, along the centerline of said Blackjack Road East, a distance of 25.43 feet to a "Mag Nail" set for a Northwesterly corner of said Swan tract at or near the centerline of said Blackjack Road East;

THENCE over and across said Swan tract the following courses and distances:

South 06 degrees 22 minutes 45 seconds East, a distance of 1,323.16 feet to a 5/8 inch iron rod with cap stamped "PLS, INC" (typical) set for corner;

North 88 degrees 44 minutes 42 seconds East, a distance of 320.30 feet to a 5/8 inch iron rod set;

North 01 degrees 15 minutes 18 seconds West, a distance of 278.98 feet to a 5/8 inch iron rod set;

South 88 degrees 44 minutes 57 seconds West, a distance of 143.10 feet to a 5/8 inch iron rod set;

North 21 degrees 30 minutes 11 seconds West, a distance of 397.75 feet to a 5/8 inch iron rod set;

THENCE North 05 degrees 24 minutes 58 seconds West, a distance of 663.65 feet to a "Mag Nail" set for corner in the North line of said Swan tract also being at or near the centerline of said Blackjack Road East;

THENCE South 89 degrees 15 minutes 48 seconds East, at or near the centerline of said Blackjack Road East and the North line of said Swan tract, a distance of 434.58 feet to the POINT OF BEGINNING and containing, within the metes and bounds herein recited, 14.975 acres of land, more or less.

EXHIBIT B
DEPICTION OF THE PROPERTY



EXHIBIT C
DEVELOPMENT STANDARDS

DEVELOPMENT REGULATIONS

Permitted uses and development regulations outlined in the Aubrey Code of Ordinances, Chapter 14, Zoning, Exhibit 14A, Zoning Ordinance., shall apply to the property as exists or may be amended, and as outlined herein. The base zoning district for the property shall be the Commercial District (C).

Permitted Uses:

1. Day Care Center use shall be permitted by right (i.e. without a Specific Use Permit (SUP).
2. Event Venue
3. Office uses
4. Restaurants meeting the TABC requirements for food/alcoholic beverage sales (food and beverage certificate) and distance requirements to schools/daycares/churches/hospitals per the City's adopted regulations are permitted. Restaurants not meeting distance requirements will require school district/daycare/church/hospital permission and will be required to apply for a Specific Use Permit (SUP).
5. Event Venues meeting TABC requirements and distance to schools/daycares/churches per the City's adopted regulations are permitted. Event venues not meeting distance requirements will require school district/daycare/church/hospital permission and will be required to apply for a Specific Use Permit (SUP).

Uses that require a Specific Use Permit (SUP):

1. Alcoholic beverage sales.
All other alcoholic beverage sales (not listed above in Permitted Uses) shall require a Specific Use Permit (SUP) application. uses, other than Restaurants meeting the food and beverage certificate and Event Venues shall require application for a Specific Use Permit (SUP).

Prohibited Uses:

The following uses are prohibited on the property:

1. Car wash
2. Repair and storage garages
3. Tire repair shops
4. Auto body operations
5. Spray painting operations
6. Motels and apartment hotels
7. Rental truck and trailers with or without automobile service stations
8. Mini warehouse/self-storage facilities
9. Mortuary
10. Machinery and equipment sales and service establishments
11. Tobacco product stores
12. Variety Store. A retail establishment that offers for sale an assortment of inexpensive or discounted physical goods, products or merchandise directly to the consumer such as food or beverages for off-premise consumption, household products, personal grooming and health products and other consumer goods. Variety Store does not include a retail store that: contains a prescription pharmacy; sells gasoline or diesel fuel; or primarily sells specialty food items (e.g. meat, seafood, cheese, oils and vinegars, or confectioneries).

- a. Vehicle parking lot use and/or parking structure use as primary commercial use. However, parking lots and/or parking structures associated with a business are permitted; and
- b. Outside Storage uses.

Schedule of District Regulations:

Maximum Building Height	40 feet		
Minimum Side Yard	Adjacent to SF, PH, & TH	Adjacent to other districts	Adjacent to Dedicated Street
	1 story=25 feet	1 story 20 feet	1 story=30 feet
	2 story= 60 feet	2 story-20 feet	2 story=30 feet
Minimum Rear Yard	Adjacent to SF, PH, & TH	Adjacent to other districts	Adjacent to Dedicated Street
	1 story=30 feet	1 story=30 feet	1 story=25 feet
	2 story=60 feet	2 story=60 feet	2 story=25 feet
Minimum Front Yard	30 feet		
Minimum Lot Width	100 feet		
Minimum Lot Depth	100 feet		
Minimum square footage	5,000 square feet		
Maximum Lot Coverage	50%		

Tree Preservation:

The property will not be subject to tree preservation/tree mitigation requirements.

Existing Structure(s) Code Requirements:

The existing structures are being utilized for residential and barn/agricultural purposes. Those structures may be used and occupied as currently exist and are considered nonconforming structures and the uses are considered nonconforming uses. The structures and uses shall be subject to all nonconforming structure and nonconforming use regulations of the City. Should the use of the existing structures change from their present residential and barn/agricultural purposes , the structures shall comply with all City ordinances, including without limitation building code regulations for occupancy use.

Planned Development District Concept Plan:

A Planned Development District Concept Plan is not a part of this PD ordinance. A PD Concept Plan for the entire property shall be submitted and approved prior to a Development Site Plan application in accordance with adopted City ordinances and procedures. The PD Concept Plan shall be processed as an amendment to the Planned Development District ordinance in accordance with adopted City ordinances and procedures.



City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Conduct a public hearing in accordance with Texas Local Government Code Section 43.0673(a) and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed voluntary annexation of approximately 47.3 acres of land being the hereinafter described territory known as Denton CAD IDs 77033 and 52575, located in the J. Bridges Jr. Survey, Abstract No. 36, and to include any adjacent right-of-way, Denton County, Texas; and extending the boundary limits of the City so as to include the described property. The property is generally located west of FM 2931, north of Frontier Parkway, and east of future Silverado Parkway. (Palomino)

Staff Contact

Helen-Eve Beadle, Planner
heleneve@heplanningdesign.com
469-360-6618

Summary

Financial Summary

Staff Recommended Action

Staff Recommended Motion

Public Hearing (No Motion)



City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Consideration and action on an Ordinance annexing approximately 47.3 acres of land being the hereinafter described territory known as Denton CAD IDs 77033 and 52575, situated in the J. Bridges Jr. Survey, Abstract No. 36, and to include any adjacent right-of-way, Denton County, Texas; and extending the boundary limits of the City so as to include the described property. The property is generally located west of FM 2931, north of Frontier Parkway, and east of future Silverado Parkway. (Palomino)

Staff Contact

Helen-Eve Beadle, Planner
heleneve@heplanningdesign.com
469-360-6618

Summary

Ordinance annexing approximately 47.3 acres of land being the hereinafter described territory known as Denton CAD IDs 77033 and 52575, situated in the J. Bridges Jr. Survey, Abstract No. 36, and to include any adjacent right-of-way, Denton County, Texas; and extending the boundary limits of the City so as to include the described property. The property is generally located west of FM 2931, north of Frontier Parkway, and east of future Silverado Parkway. (Palomino)

Financial Summary

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve the annexation ordinance as presented

CITY OF AUBREY, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED PROPERTY CONSISTING OF AN APPROXIMATELY 47.3 ACRES OF LAND, GENERALLY LOCATED WEST OF FM 2931, NORTH OF FRONTIER PARKWAY, AND EAST OF FUTURE SILVERADO PARKWAY, BEING IDENTIFIED AS DENTON COUNTY APPRAISAL DISTRICT PROPERTY IDS 77033 AND 52575, AND BEING SITUATED IN THE J. BRIDGES JR. SURVEY, ABSTRACT NO. 36, DENTON COUNTY, TEXAS, AS DESCRIBED AND SHOWN IN MORE DETAIL IN THE ATTACHED EXHIBIT "A", INTO THE CORPORATE LIMITS OF THE CITY OF AUBREY, DENTON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS; GRANTING TO ALL THE INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS, AND REGULATIONS OF THE CITY; PROVIDING FOR THE INCORPORATION OF PREMISES; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION INCLUDING PUBLIC HEARINGS, NOTICES AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey, Texas (the "City") is a home rule municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Aubrey City Charter; and

WHEREAS, the City is authorized, pursuant to Chapter 43 of the Texas Local Government Code, to annex property and extend the corporate limits of the City, subject to state law; and

WHEREAS, the City received a C-3 voluntary annexation petition (the "Petition"), as shown in **Exhibit "A"** and incorporated as if set forth fully herein, from Jen Holdco 24 LLC, the property owner (the "Owner") of the certain tract of land being approximately 47.3 acres of land, further described and depicted in **Exhibit "A"**, (the "Property"), requesting to be annexed into the corporate limits of the City; and

WHEREAS, the City now desires to grant said Petition and annex the Property;
and

WHEREAS, on July 25, 2024, the City Council of the City (“City Council”) passed Resolution No. 972-24, which granted the petition requesting to be annexed into the City; and

WHEREAS, all required notices, all public hearings, and all requirements for such annexation have been provided, held, and met in accordance with applicable law; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, a written services agreement for the area to be annexed was negotiated and executed prior to the annexation date and incorporated herein; and

WHEREAS, the City Council has investigated into, has determined, and officially finds that all of the Property described herein is contiguous to and within the exclusive extraterritorial jurisdiction of the City and no part of the Property is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, the City Council finds and determines that annexation of the property hereinafter described as requested by the property owner is in the best interests of the citizens of the City and the owners and residents of the area.

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

SECTION 1. Findings. It is hereby officially determined that the findings and recitations contained above in the preamble of this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. Annexation. The Property is hereby annexed into the City, and the boundary limits of the City are hereby extended to include the Property within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 3. Written Services Agreement. A Written Services Agreement, incorporated in the recorded Development Agreement between the City and Lennar Homes of Texas Land and Construction, Ltd., has been negotiated and prepared in accordance with applicable provision of state law pertaining to annexation and shall govern the delivery of municipal services to the annexed territory.

SECTION 4. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Property as part of the City of Aubrey. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

SECTION 5. Mayor Authorization. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to effectuate this Ordinance, including any corrections to the official map of the City to add the territory hereby annexed as required by law.

SECTION 6. Severability Clause. It is hereby declared by the City Council of the City of Aubrey that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance.

SECTION 7. Cumulative Clause. This Ordinance shall be cumulative of all provisions of ordinances of the City of Aubrey except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 8. Public Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law.

SECTION 9. Filing Instructions. The City Secretary is hereby directed to file a certified copy of this Ordinance with the County Clerk of Denton County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 10. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage and approval by the City Council of the City of Aubrey, Texas.

**PASSED AND APPROVED by the City Council of the City of Aubrey, Texas
this the 26th day of September, 2024.**

**CHRIS RICH
MAYOR**

ATTEST:

**JENNY HICKS
CITY SECRETARY**

APPROVED AS TO FORM:

**PATRICIA A. ADAMS
CITY ATTORNEY**

Exhibit "A"

Annexation Petition

Voluntary Annexation Petition (C-3)

TO: THE MAYOR AND CITY COUNCIL OF THE CITY OF AUBREY, TEXAS:

The owner of the hereinafter described tract(s) or parcel(s) of land ("Property"), hereby voluntarily petition the City Council of the City of Aubrey, Texas, to annex the Property and extend the present city limits and extraterritorial jurisdiction so as to include as part of the City of Aubrey Texas, the Property, containing approximately 47.3 acres of land, described as follows:

Denton CAD IDs 77033 and 52575, located at 4721 and 4799 FM 2931; and being an approximate 47.3 acre tract of land situated in the J. Bridges Survey, Abstract No. 36, Tracts 4 and 4B, Denton County, Texas, and being more particularly described and depicted in Exhibit A, attached hereto and made a part hereof.

The owner desires to enter into a written agreement for municipal services with the City of Aubrey pursuant to Section 43.0672 of the Local Government Code. If any portion of the Property is appraised for ad valorem tax purposes as agricultural, wildlife management use or timber land under Chapter 23 of the Tax Code, the owner certifies that it was offered a development agreement pursuant to Section 43.016 of the Local Government Code and still requested annexation.

I certify and attest that I have the authority to petition for annexation for the Property and have been provided such authority by others that have ownership interest in the Property subject to this request/petition. I further certify that the above-described Property is vacant and without residents or on which less than three qualified voters reside, is contiguous and adjacent to the City of Aubrey, Texas and is wholly within the extraterritorial jurisdiction of the City of Aubrey, and that this petition is signed and duly acknowledged by each and every person, corporation, or entity having an ownership interest in said Property.

[SIGNATURE PAGE TO FOLLOW]

OWNER:

Jen Holdco 24 LLC
a Delaware limited liability company

By Lennar Homes of Texas Land and Construction, Ltd.,
its Agent, under Limited Power of Attorney
dated effective 5/30/24

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.,
a Texas limited partnership

By: U.S. Home, LLC, a Delaware limited liability company
its general partner

By: Jennifer Eller

Name: Jennifer Eller

Title: Authorized Agent

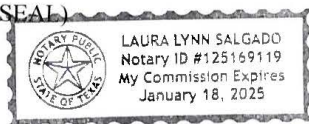
NOTARY ACKNOWLEDGEMENT

STATE OF Texas §
COUNTY OF Dallas §

Jennifer Eller BEFORE ME, the undersigned authority, on this day personally appeared
Jennifer Eller, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes and
consideration therein expressed on behalf of the Owner.

Given under my hand and seal of office this 11th day of July, 2024.

(SEAL)



L Sh
NOTARY PUBLIC in and for the
STATE OF Texas

Laura Salgado

Printed Name

My commission expires 1-18-2025

EXHIBIT A
Property Legal Description and Depiction/Map

LEGAL DESCRIPTION

BEING a tract of land situated in the J. Bridges Jr. Survey, Abstract No. 36, City of Aubrey ETJ, Denton County, Texas, and being the remainder of a called 53.35 acre tract of land described in a deed to Sandra Gay Loyd, as recorded in Instrument No. 2015-76654 of the Official Records of Denton County, Texas, and affected by Termination/Reconveyance of Life Estates recorded in Instrument No. 2023-106643 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 53.35 acre tract, common to the northeast corner of Silverado Phase 6, according to the plat thereof recorded in Instrument No. 2021-153 of the Official Records of Denton County, Texas, same being on the current westerly right of way line of F.M. 2931, a variable width right of way;

THENCE North 88°56'21" West, departing the current westerly right of way line of said F.M. 2931, along the southerly line of said 53.35 acre tract, the northerly line of said Silverado Phase 6 and the northerly line of Silverado Phase 7, according to the plat thereof recorded in Instrument No. 2021-242 of the Official Records of Denton County, Texas, a distance of 2,464.96 feet to the southwest corner of said 53.35 acre tract, common to the northwest corner of said Silverado Phase 7, being on the easterly line of a tract of land described as Parcel 2, Tract 3 in a deed to Aubrey Aggregates LLC, as recorded in Instrument No. 2017-115329 of the Official Records of Denton County, Texas, and on the easterly line of a 50 foot wide City of Aubrey Easement and Right of Way recorded in Instrument No. 2020-76205 of the Official Records of Denton County, Texas, from which, a 5/8 inch iron rod found for witness bears North 25°02' East, 0.21 feet;

THENCE North 02°01'46" East, along the westerly line of said 53.35 acre tract, the easterly line of said Parcel 2, Tract 3 and the easterly line of said easement and right of way, a distance of 933.89 feet to the northwest corner of said 53.35 acre tract, common to the southwest corner of a called 55.30 acre tract of land described in a deed to ALCM Construction, LLC, as recorded in Instrument No. 2019-139804 of the Official Records of Denton County, Texas, from which, a 5/8 inch iron rod with plastic cap stamped "RPLS 4561" found for witness bears North 73°40' West, 0.23 feet;

THENCE South 89°20'47" East, departing the easterly line of said Parcel 2, Tract 3 and the easterly line of said easement and right of way, along the northerly line of said 53.35 acre tract, the southerly line of said 55.30 acre tract, and the southerly line of Pecan Creek Addition, Phase 1, according to the plat thereof recorded in Document No. 2020-349 of the Plat Records of Denton County, Texas, a distance of 1,606.55 feet to a 1/2 inch iron rod found for the northwest corner of a called 6.095 acre tract of land described in a deed to Britt Allen Loyd and April Diane Loyd, as recorded in Instrument No. 2018-15410 of the Official Records of Denton County, Texas;

THENCE South 00°41'47" West, departing the northerly line of said 53.35 acre tract and the southerly line of said Pecan Creek Addition, Phase 1, and along the westerly line of said 6.095 acre tract, a distance of 275.76 feet to a 5/8 inch iron rod with plastic cap stamped "RPLS 4561" found for the southwest corner of said 6.095 acre tract;

THENCE South 86°08'34" East, along the southerly line of said 6.095 acre tract, a distance of 684.10 feet to a 5/8 inch iron rod with plastic cap stamped "RPLS 4561" found for corner;

THENCE South 65°22'48" East, continuing along the southerly line of said 6.095 acre tract, a distance of 188.91 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 6.095 acre tract, being on the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931;

THENCE South 02°38'59" West, along the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931, a distance of 0.42 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE South 08°21'37" West, continuing along the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931, a distance of 100.50 feet to a 5/8 inch iron rod found for corner;

THENCE South 02°38'59" West, continuing along the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931, a distance of 300.00 feet to a point for corner, from which, a 5/8 inch iron rod found for witness bears South 79°05' East, 0.46 feet;

THENCE South 03°03'39" East, continuing along the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931, a distance of 100.50 feet to a 5/8 inch iron rod found for corner;

THENCE South 02°38'59" West, continuing along the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931, a distance of 60.32 feet to the **POINT OF BEGINNING** and containing 47.275 acres (2,059,294 square feet) of land, more or less.



EXHIBIT B
Property Exhibit
Aubrey Texas
January 2024

Kimley»Horn
© 2024 Kimley-Horn, Foster & G.
Houston, Texas 77038
(281) 260-0800
State of Texas Registration No. 14208
www.kimley-horn.com



City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Hold a public hearing, consider and act on an Ordinance regarding an amendment to Exhibit 14A, "Zoning Ordinance," in Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas, and the official Zoning Map of the City as requested in an application for a change of zoning from unzoned land previously located in the City of Aubrey Extraterritorial Jurisdiction to Planned Development District (PD) with base zoning districts of SF75 – Single-Family Residential 7,500 Square Feet and GR – General Retail on approximately 47.3 acres of land located in the J. Bridges Jr. Survey, Abstract No. 36, Denton County, Texas. The property is generally located west of FM 2931, north of Frontier Parkway, and east of future Silverado Parkway. DCAD Parcel ID's 77033 and 52575. (Palomino)

Staff Contact

Helen-Eve Beadle, Planner
heleneve@heplanningdesign.com
469-360-6618

Summary

Ordinance regarding an amendment to Exhibit 14A, "Zoning Ordinance," in Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas, and the official Zoning Map of the City as requested in an application for a change of zoning from unzoned land previously located in the City of Aubrey Extraterritorial Jurisdiction to Planned Development District (PD) with base zoning districts of SF75 – Single-Family Residential 7,500 Square Feet and GR – General Retail on approximately 47.3 acres of land located in the J. Bridges Jr. Survey, Abstract No. 36, Denton County, Texas. The property is generally located west of FM 2931, north of Frontier Parkway, and east of future Silverado Parkway. DCAD Parcel ID's 77033 and 52575. (Palomino)

Financial Summary

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve ordinance as presented



Case Report –Planned Development District–Palomino (Loyd)
Planning and Zoning Commission –September 12, 2024
City Council – September 26, 2024

To: Mayor, City Council, Planning and Zoning Commission

From: Helen-Eve Beadle, AICP, HE Planning+Design, LLC

Request: Hold a public hearing, consider, and act on an Ordinance regarding an amendment to Exhibit 14A, "Zoning Ordinance," in Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas, and the official Zoning Map of the City as requested in an application for a change of zoning from unzoned land previously located in the City of Aubrey Extraterritorial Jurisdiction to Planned Development District (PD) with base zoning districts of SF75 – Single-Family Residential 7,500 Square Feet and GR – General Retail on approximately 47.3 acres of land located in the J. Bridges Jr. Survey, Abstract No. 36, Denton County, Texas. The property is generally located west of FM 2931, north of Frontier Parkway, and east of future Silverado Parkway. DCAD Parcel ID's 77033 and 52575. (Palomino)

Applicant: Lennar Homes of Texas Land and Construction, Ltd

Location: The property is generally located west of FM 2931, north of Frontier Parkway, and north of the Silverado neighborhood.

Future Land Use Map Designation: Suburban Neighborhood

Zoning: Unzoned, ETJ property

Summary: On February 22, 2024, the Aubrey City Council approved an Extraterritorial Jurisdiction Development Agreement (ETJDA) for the property and on June 27, 2024 the City Council approved an amendment to the Development Agreement to provide for revisions to the access points into the single-family residential subdivision and tract configurations for the GR General Retail tracts.

The City Council approved a Preliminary Plat for the property at their March 28, 2024 meeting. The Preliminary Plat will require the Planning & Zoning Commission and City Council approval of an amendment to reflect the revisions included in the amended Development Agreement.

The agreement includes procedures for annexation and zoning of the property and the next step in the development process is to process a zoning application. Development regulations for the property are outlined in the attached PD Planned Development District Standards along with the PD Concept Plan and PD Open Space Plan. All of which are consistent with the approved Development Agreement.

Single Family Standards:
The proposed PD allows for 300 single family lots on a minimum of a 3,000

square foot lot with a minimum lot width of 30 feet and a lot depth of 110 feet. The minimum front yard setback is 25 feet and the internal side yards are five (5) feet. Provisions for block length, front yard landscaping, exterior masonry, fencing/screening, open space requirements, product elevations, and entry monumentation are included in the PD standards.

General Retail Standards:

The GR tracts are to be developed in accordance with the base zoning regulations with additional provisions for a Government Use tract and variety stores being prohibited in the commercial tracts.

Concept and Open Space Plans:

At the time of the Development Agreement approvals the shared access point with this property owners/developer and the property owner to the north was proposed to be a shared driveway/curb cut at FM 2931 and through the northern commercial lot. That is no longer the case and the proposed Concept Plans have been updated to remove the shared drive and mutual access to the north. A secondary point of access (through the General Retail Tract) has been realigned to an approximate location between existing drive locations. The secondary access point is subject to TXDOT review and approval, and the City Engineer and Fire Department have worked with the applicant to provide a location that can be supported. The Development Agreement allows for the Concept Plan(s) to be amended from time to time by ordinance during the zoning process for the property.

Notifications: Notifications as required by Texas Local Government Code and the City of Aubrey Zoning Ordinance were provided.

At the time of agenda report submission, no letters in support or in opposition to the application had been received.

Recommendation: Staff recommends the PD Planned Development District for Palomino be approved as presented in this report.

The Planning and Zoning Commission unanimously recommended the item for City Council approval at their September 12, 2024 meeting.

Action Options: The City Council may:

1. Approve the PD Ordinance for Palomino as presented in the agenda report;
2. Approve the PD Ordinance for Palomino with conditions; or
3. Deny the PD Ordinance for Palomino.

Attachments:

1. Location/Notification Map
2. Draft PD Ordinance for Palomino
3. PD Development Standards
4. PD Concept Plan
5. PD Open Space Plan
6. PD Elevations
7. Development Agreement

CITY OF AUBREY
ORDINANCE NUMBER 880-24

AN ORDINANCE OF THE CITY OF AUBREY, TEXAS, AMENDING EXHIBIT 14A, "ZONING ORDINANCE," IN CHAPTER 14, "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF AUBREY, TEXAS, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO CHANGE THE ZONING FROM UNZONED TO PLANNED DEVELOPMENT DISTRICT WITH A BASE ZONING DISTRICT OF SF-75 - SINGLE FAMILY RESIDENTIAL USES AND GENERAL RETAIL ("PD-880-24") AS THE ZONING CLASSIFICATION FOR APPROXIMATELY 47.3 ACRES OF LAND, GENERALLY LOCATED WEST OF FM 2931, NORTH OF FRONTIER PARKWAY, AND EAST OF FUTURE SILVERADO PARKWAY, BEING SITUATED IN THE J. BRIDGES JR. SURVEY, ABSTRACT NO. 36, CITY OF AUBREY, DENTON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A"; PROVIDING DEVELOPMENT REQUIREMENTS, ATTACHED HERETO AS EXHIBIT "B"; PROVIDING A CONCEPT PLAN, OPEN SPACE PLAN, AND ELEVATION REQUIREMENTS, ATTACHED HERETO AS EXHIBIT "C"; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENT; PROVIDING FOR AMENDING OFFICIAL ZONING MAP; PROVIDING FOR A MAXIMUM PENALTY OF TWO THOUSAND DOLLARS (\$2,000.00), FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY OR PART OF A DAY DURING ON OR WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A CUMULATIVE REPEALER/SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Aubrey, Texas (hereinafter referred to as "City") is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council of the City (the "City Council"), is authorized and empowered by law, in accordance with Chapter 211 of the Texas Local Government Code, to adopt zoning regulations governing the use of land within the City; and

WHEREAS, the City Council adopted Exhibit 14A in Chapter 14 of its Code of Ordinances, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, the property owners own a 47.3-acre tract of land, generally located west of FM 2931, north of Frontier Parkway, and east of future Silverado Parkway, and situated in the J. Bridges Jr. Survey, Abstract No. 36, legally described and depicted in **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, approximately 47.3 acres of the Property was recently annexed into the City boundaries and is currently unzoned; and

WHEREAS, the City received a request from the property owner to change the zoning on the Property to Planned Development District with single family residential and general retail uses ("PD-880-24"); and

WHEREAS, the "Development Regulations", as set forth in Exhibit B and the "Concept Plan, Open Space Plan and Elevation Requirements", as set forth in Exhibit C, each of which are attached hereto and incorporated herein, define the land uses and establish the required standards for the development of the Property; and

WHEREAS, after public notices were given in compliance with Texas law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City (the "Planning and Zoning Commission") has recommended to the City Council to approve establishing the zoning classification on the Property and to amend the official zoning map of the City (the "Zoning Map") to reflect the Planned Development District; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which it considered comments from the public, the recommendation of the Planning and Zoning Commission and, among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of encouraging the most appropriate use of land in the City, and the City Council does hereby find that the requested zoning accomplishes such objectives; and

WHEREAS, the Zoning Ordinance incorporates design standards and building materials standards that are differentially applicable to residential structures and non-residential buildings; and

WHEREAS, such standards substantially further the preservation of property values and the promotion of economic development within the City; and

WHEREAS, such standards also establish the character of community development and embody architecturally and, in some contexts, culturally significant features of continuing duration; and

WHEREAS, the Zoning Ordinance also provides for planned development districts, which enable departures from traditional zoning district standards in recognition of the unique character of a development project; and

WHEREAS, the City's policy in creating a planned development district is to incorporate and enhance to the fullest extent feasible the design and building materials standards that are integral to the City's zoning regulations in all planned development districts; and

WHEREAS, the City Council finds and determines that the incorporation of such standards lends long-term viability to the planned development project; and

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

SECTION 1. INCORPORATION OF PREMISES. It is hereby officially determined that the findings and recitations contained above in the preamble of this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. ZONING AMENDMENT. The Zoning Ordinance of the City is amended to change the zoning of the Property from unzoned to Planned Development District with “SF75” - Single Family Residential District and “GR” – General Retail District (“PD-880-24”) as the base zoning classifications, subject to the following regulations, which exhibits are incorporated as if fully set forth herein, and all applicable City ordinances and regulations governing, except as may be modified by this Ordinance:

Exhibit B: Development Regulations

Exhibit C: Concept Plan, Open Space Plan, and Elevation Requirements

SECTION 3. ZONING MAP. The official zoning map of the City shall be amended to reflect the change in zoning for the Property as described herein.

SECTION 4. COMPLIANCE REQUIRED. The Property shall be used and developed only in the manner and for the purposes provided for in this Ordinance and the Zoning Ordinance of the City, as amended.

SECTION 5. PENALTY. Any person who violates of any provision this Ordinance, upon conviction, shall be deemed guilty of a misdemeanor and shall be fined a sum not to exceed two thousand dollars (\$2,000.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 6. CUMULATIVE REPEALER/SAVINGS. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 7. SEVERABILITY. If any section, subsection, clause, phrase or provision of this Ordinance, or any application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or any application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 8. PUBLICATION OF THE CAPTION HEREOF AND EFFECTIVE DATE. This Ordinance shall be in full force and effective from and after its passage and upon the posting and/or publication, if required by law, of its caption and the City Secretary is hereby directed to implement such posting and/or publication.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS ON THIS 26TH DAY OF SEPTEMBER, 2024.

APPROVED:

ATTEST:

Chris Rich, Mayor

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams
City Attorney

EXHIBIT A PROPERTY LEGAL DESCRIPTION

EXHIBIT A

LEGAL DESCRIPTION

BEING a tract of land situated in the J. Bridges Jr. Survey, Abstract No. 36, City of Aubrey ETJ, Denton County, Texas, and being the remainder of a called 53.35 acre tract of land described in a deed to Sandra Gay Loyd, as recorded in Instrument No. 2015-76654 of the Official Records of Denton County, Texas, and affected by Termination/Reconveyance of Life Estates recorded in Instrument No. 2023-106643 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 53.35 acre tract, common to the northeast corner of Silverado Phase 6, according to the plat thereof recorded in Instrument No. 2021-153 of the Official Records of Denton County, Texas, same being on the current westerly right of way line of F.M. 2931, a variable width right of way;

THENCE North 88°56'21" West, departing the current westerly right of way line of said F.M. 2931, along the southerly line of said 53.35 acre tract, the northerly line of said Silverado Phase 6 and the northerly line of Silverado Phase 7, according to the plat thereof recorded in Instrument No. 2021-242 of the Official Records of Denton County, Texas, a distance of 2,464.96 feet to the southwest corner of said 53.35 acre tract, common to the northwest corner of said Silverado Phase 7, being on the easterly line of a tract of land described as Parcel 2, Tract 3 in a deed to Aubrey Aggregates LLC, as recorded in Instrument No. 2017-115329 of the Official Records of Denton County, Texas, and on the easterly line of a 50 foot wide City of Aubrey Easement and Right of Way recorded in Instrument No. 2020-76205 of the Official Records of Denton County, Texas, from which, a 5/8 inch iron rod found for witness bears North 25°02' East, 0.21 feet;

THENCE North 02°01'46" East, along the westerly line of said 53.35 acre tract, the easterly line of said Parcel 2, Tract 3 and the easterly line of said easement and right of way, a distance of 933.89 feet to the northwest corner of said 53.35 acre tract, common to the southwest corner of a called 55.30 acre tract of land described in a deed to ALCM Construction, LLC, as recorded in Instrument No. 2019-139804 of the Official Records of Denton County, Texas, from which, a 5/8 inch iron rod with plastic cap stamped "RPLS 4561" found for witness bears North 73°40' West, 0.23 feet;

THENCE South 89°20'47" East, departing the easterly line of said Parcel 2, Tract 3 and the easterly line of said easement and right of way, along the northerly line of said 53.35 acre tract, the southerly line of said 55.30 acre tract, and the southerly line of Pecan Creek Addition, Phase 1, according to the plat thereof recorded in Document No. 2020-349 of the Plat Records of Denton County, Texas, a distance of 1,606.55 feet to a 1/2 inch iron rod found for the northwest corner of a called 6.095 acre tract of land described in a deed to Britt Allen Loyd and April Diane Loyd, as recorded in Instrument No. 2018-15410 of the Official Records of Denton County, Texas;

**EXHIBIT A
PROPERTY LEGAL DESCRIPTION
(CONTINUED)**

THENCE South 00°41'47" West, departing the northerly line of said 53.35 acre tract and the southerly line of said Pecan Creek Addition, Phase 1, and along the westerly line of said 6.095 acre tract, a distance of 275.76 feet to a 5/8 inch iron rod with plastic cap stamped "RPLS 4561" found for the southwest corner of said 6.095 acre tract;

THENCE South 86°08'34" East, along the southerly line of said 6.095 acre tract, a distance of 684.10 feet to a 5/8 inch iron rod with plastic cap stamped "RPLS 4561" found for corner;

THENCE South 65°22'48" East, continuing along the southerly line of said 6.095 acre tract, a distance of 188.91 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 6.095 acre tract, being on the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931;

THENCE South 02°38'59" West, along the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931, a distance of 0.42 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE South 08°21'37" West, continuing along the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931, a distance of 100.50 feet to a 5/8 inch iron rod found for corner;

THENCE South 02°38'59" West, continuing along the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931, a distance of 300.00 feet to a point for corner, from which, a 5/8 inch iron rod found for witness bears South 79°05' East, 0.46 feet;

THENCE South 03°03'39" East, continuing along the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931, a distance of 100.50 feet to a 5/8 inch iron rod found for corner;

THENCE South 02°38'59" West, continuing along the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931, a distance of 60.32 feet to the **POINT OF BEGINNING** and containing 47.275 acres (2,059,294 square feet) of land, more or less.

EXHIBIT A PROPERTY DEPICTION



Kimley»Horn
 6160 Warren Parkway, Suite 210
 Frisco, Texas 75024
 (972) 355-3900
 www.kimleyhorn.com
 Project No. 23090
 Date: January 2024

EXHIBIT B
Property Exhibit
 Aubrey, Texas
 January 2024

EXHIBIT B DEVELOPMENT REGULATIONS

1.1 Development Standards

The purpose and intent of these Development Regulations are to provide quality subdivision development with single family residential and general retail uses for the Property as described in Exhibit "A" to this Ordinance (the "Property"). Capitalized terms not otherwise defined herein shall have meanings given such terms in the Zoning Ordinance of the City of Aubrey, Texas . All streets, sidewalks, drainage ways, water and sewer lines, and improvements shall be designed, placed, and constructed in accordance with the Standard Specifications for City of Aubrey, North Central Texas Council of Government (NCTCOG), with all amendments thereto, except as amended or directly conflicted by these Development Standards. To the extent that there is a direct conflict between the regulations herein, and those found elsewhere, the regulations found herein shall control development within this Property.

1.2 General Regulations

- a. All regulations for the Property not redefined by these Planned Development Standards shall conform to the regulations set forth in the City of Aubrey Zoning Ordinance with base zoning SF75 – Single Family Residential District and GR – General Retail.
- b. The Property shall comply with the Subdivision Ordinance as it exists on the effective date of this Ordinance, or as amended.
- c. A homeowners association shall be established and shall be responsible for the ownership and maintenance of all Common Areas.
- d. The maximum number of single-family residential lots within the Property shall be 300. The layout for the development of this Property is shown on **Exhibit C, Concept Plan, Open Space Plan, and Elevation Requirements**.
- e. Residential street sections shall be 31' B-B and commercial collector streets shall be 37' B-B.
- f. A minimum of 30 off-street parking stalls shall be provided throughout the Property consistent with the Concept Plan depicted in **Exhibit C** for areas adjacent to parks.

1.3 Planned Development Regulations.

Single-Family. The following regulations shall govern the design and development of the Property.

The following lot standards shall apply:

a) SF-75 or as outlined herein:

Regulation	Criteria
1. Minimum Lot Size -	3,000 S.F.
2. Minimum Lot Width (*) -	30 feet
3. Minimum Lot Depth (**) -	110 feet
4. Minimum Front Yard Setback -	25 feet
5. Minimum Garage Setback -	25 feet
6. Side Yard Setback (Interior Lot) -	5 feet

7. Side Yard Setback (Corner Lot/Adjacent to ROW) -	10 feet
8. Rear Yard Setback -	15 feet
9. Maximum Height -	35 feet
10. Minimum Structure Size -	1,000 sf
11. Maximum Lot Coverage (***) -	65 percent

* Minimum Lot Width is measured along the front building line for all lots.

** Minimum Lot Depth along a “knuckle” or “cul-de-sac” shall be 90 feet. Minimum Rear yard Setback along a “knuckle” or “cul-de-sac” shall be 5 feet.

*** Maximum Lot Coverage percentage shall be exclusive of gazebos, pools, and outdoor living areas.

Garages: Each single-family dwelling unit shall provide a minimum one stall garage.

Elevations: Single-family dwelling units shall be constructed in accordance with the Elevation Requirements set forth in Exhibit C.

Commercial – General Retail Category. This tract is intended to accommodate nonresidential uses following the City of Aubrey’s GR – General Retail zoning classification as modified herein.

- a. Permitted Uses – The commercial tract shall develop under the provisions of the GR – General Retail Zoning District as outlined in Zoning Ordinance, as it currently exists, or as amended, and as modified herein.
- b. The Southern Commercial (General Retail District) tract is to be dedicated to the City pursuant to a development agreement between the Property Owner and the City. The Southern Commercial Tract shall have a base zoning district of GR – General Retail and allow for Government Uses and Food Truck Park. The minimum lot depth shall be 100’ measured at the midpoint of the lot. No buffer yard along the southern or western property boundary is required.
- c. Variety stores are prohibited. A Variety Stores is defined as a store which sells at retail, an assortment of physical goods, products, or merchandise directly to the consumer, including food or beverages for off-premises consumption, household products, personal grooming and health products, and other consumer goods.
- d. Smoke/Tobacco shops are prohibited. Smoke/Tobacco shops are defined as a retail establishment utilized primarily for the sale of cigarettes, electronic cigarettes, vapes, cigars, tobacco, pipes, and other smoking and related supplies. On-site smoking or consumption is prohibited.

1.4 Block Lengths

The following block length requirements shall apply to the subject Property. In general, intersecting streets determining the block length and widths shall be provided at such intervals as to serve cross traffic adequately and to meet existing streets. Where no existing subdivision establishes control, the block lengths shall not exceed those enumerated below. However, in cases where physical barriers or property ownership creates conditions where it is appropriate, pursuant to applicable City ordinance, variances to these standards may be granted and the block length may be increased or decreased to meet the existing conditions, having due regard for connecting streets, circulation of traffic and public safety.

- a. Interior Block Length – No block face may be longer than fourteen hundred feet (1400'); however, Open Space with a width greater than forty feet (40') will be deemed to terminate a block face. Block face is measured along the Right-of-Way line.
- b. Perimeter Block Length – Along the perimeter of the Property the block face may be extended to two-thousand feet (2000'); however, Open Space with a width greater than forty feet (40') will be deemed to terminate a block face. Block face is measured along the Right-of-Way line.

1.5 Front Yard Landscaping Minimum Requirements. The following landscaping requirements shall apply to the subject Property for all front yards.

- 1. Trees. A minimum of one (1) – three-inch (3") caliper tree shall be provided measured twelve-inches (12") from the ground. The following trees shall be acceptable:

- a. Pecan
 - b. Cedar Elm
 - c. Texas Red
 - d. Southern Live Oak
 - e. Bur Oak
 - f. Western Soapberry
 - g. Texas Ash
 - h. American Elm
 - i. Chinkapin Oak
 - j. Lacey Oak
 - k. Shumard Red Oak
 - l. Caddo Sugar Maple
 - m. Bald Cypress
 - n. Chinese Pistache
 - o. Lacebark Elm
 - p. Southern Magnolia
2. Shrubs. A minimum of ten (10) three-gallon to five-gallon shrubs shall be provided. The following shrubs and ornamental grasses shall be acceptable to satisfy the requirements of this section:
- a. Agarita
 - b. American Beautyberry
 - c. Coral Berry
 - d. Texas Nolina
 - e. Red Yucca
 - f. Skeletonleaf
 - g. Goldeneye
 - h. Texas Sage
 - i. Japanese Barberry
 - j. Pampas Grass
 - k. Compact Abelia
 - l. Glossy Abelia
 - m. Nellie R. Stevens Holly
 - n. Dwarf Buford Holly
 - o. Dwarf Yaupon
 - p. Autumn Sage
 - q. Mexican Bush Sage
 - r. Russian Sage
 - s. Japanese Privet
 - t. Variegated Privet
 - u. Japanese Boxwood

- v. Indian Hawthorn
 - w. Rosemary
 - x. Pink Muhly
 - y. Mexican Feather Grass
 - z. Purple Fountain Grass
 - aa. Sea Green Juniper
 - bb. Yucca
3. Lawn. Sod is required.
 4. Irrigation. Irrigation is required.

1.6 Exterior Wall Masonry

- a. **Residential Structures.** All exterior walls of the residential structures, excluding doors, windows, and window units shall be masonry. Masonry product shall include stone, brick, cultured stone and cementitious materials such as HardiPlank and stucco in accordance with the Elevation Requirements set forth in **Exhibit C**.
- b. **Commercial Structures.** All exterior walls of commercial structures (for allowed general retail uses), excluding doors, windows, and architectural features, shall be comprised of one hundred percent (100%) masonry product. Masonry product shall include stone, brick, cultured stone and cementitious materials such as HardiPlank and stucco. HardiPlank material shall be limited to fifty percent (50%) of the total amount of any exterior wall.

1.7 Fencing Minimum Requirements. The following requirements shall apply to the subject Property for all fencing.

1. Fencing for lots adjacent to open spaces. All lots adjacent to the dog park and playground shall have four-foot (4') in height tubular steel or wrought iron fencing as shown on the Open Space Plan in **Exhibit C**. Wooden privacy fencing shall not be allowed for these lots. Landscaping adjacent to the fencing is allowed, but not required.
2. Fencing for interior lots not adjacent to open spaces. All lots that are not adjacent to open spaces shall provide wooden privacy fencing. Fence shall be six-foot (6') in height with four-inch (4") cedar pickets that are pre-stained. Fence shall be constructed with galvanized fence posts and hardware. Fence does not have to be board on board style construction.
3. Screening adjacent to Silverado Parkway. Subdivision fencing/screening along perimeter roadways shall be constructed of masonry (brick, stone, or split face concrete block), with masonry columns. Screening shall be six-foot (6') in height. Masonry columns shall be constructed on a maximum spacing of one-hundred feet (100') on center. The screen wall shall be owned and maintained by the HOA.
4. Screening adjacent to commercial uses. Screening between residential and commercial uses shall be constructed of masonry (brick, stone, or split face concrete block) with masonry columns as shown on the Open Space Plan in **Exhibit C**. Screening shall be a minimum six-foot (6') in height. Masonry columns shall be constructed on a maximum spacing of one-hundred feet (100') on center. The owner or developer of the land use that is constructed first shall be responsible for the construction of the masonry screening wall

whether it is the commercial or residential use. A five (5) foot wall maintenance shall be provided on both sides of the common property boundary between the residential and commercial use. Screening is required on the northern and southern property boundaries of the General Retail lots. The screening along the southern property boundary of the General Retail lot to be dedicated to the City shall be constructed prior to final acceptance of the roadway to FM 2931. Screen walls adjacent to single-family lots are to be owned and maintained by the HOA.

5. Lift Station. The lift station site shall have fencing/screening which shall be constructed of masonry (brick, stone, or split face concrete block), with masonry columns. The fencing/screening shall be eight-foot (8') in height with a metal access gate per TCEQ and Mustang SUD requirements. Masonry columns shall be constructed on a maximum spacing of one-hundred feet (100') on center. The screen wall shall be owned and maintained by the HOA.

1.8 Entry Monumentation

1. Entry Monument. The primary monument sign adjacent to FM 2931 shall not exceed a height of eight feet in height, with a maximum area of 250 square feet. The monument sign shall consist of masonry stone or brick. The sign shall be located within the drive median within an HOA lot. A secondary monument adjacent to Silverado Parkway may be free standing or integrated into the required screening wall.
2. Visibility. Monument signs shall not be placed within visibility triangles or corner clips as defined in the City's Technical Standards and Specifications (TCSS) Manual.

EXHIBIT C CONCEPT PLAN

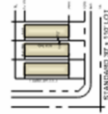


Land Use Acreage Summary

Single-Family Residential	315.5	75.3%
Commercial	4.2	0.8%
Open Space	3.1	0.6%
City Park/Recreation	2.1	0.4%
City Services	5.1	0.9%
Other	5.1	0.9%
Total	415.2	100.0%

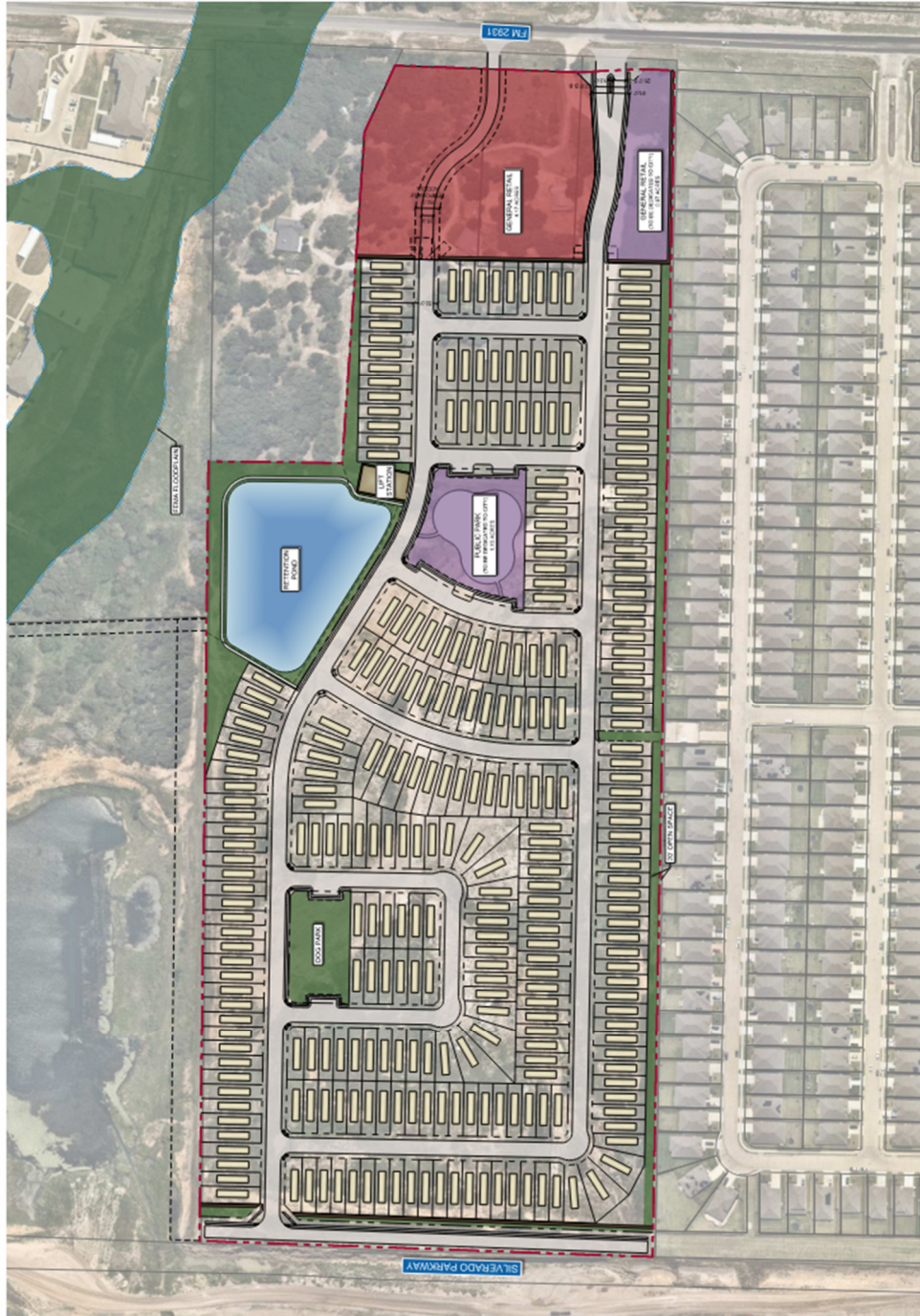
Lot Type Summary

Lot 1-122	3000	100%
Total	3000	100%



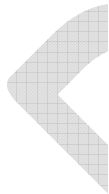
NOTES:
1. THIS CONCEPT PLAN IS A PRELIMINARY DESIGN AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE.
2. THE CITY OF AUBREY, TEXAS, IS THE OWNER OF THE LAND AND THE CITY ENGINEER HAS REVIEWED THE PLAN FOR CONFORMANCE WITH THE CITY ENGINEERING DEPARTMENT STANDARDS.
3. THE CITY ENGINEER HAS REVIEWED THE PLAN FOR CONFORMANCE WITH THE CITY ENGINEERING DEPARTMENT STANDARDS.
4. THE CITY ENGINEER HAS REVIEWED THE PLAN FOR CONFORMANCE WITH THE CITY ENGINEERING DEPARTMENT STANDARDS.

EXHIBIT C
Lloyd Property
Aubrey, Texas
Kimley-Horn
September 2024



[illegible]

EXHIBIT C ELEVATION REQUIREMENTS



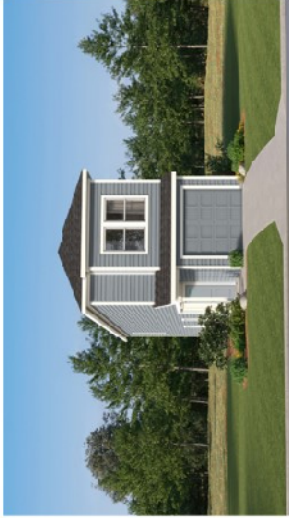
1,203 – 1,550
Sq. ft.

3 – 4
Bedrooms

2.5
Bathrooms

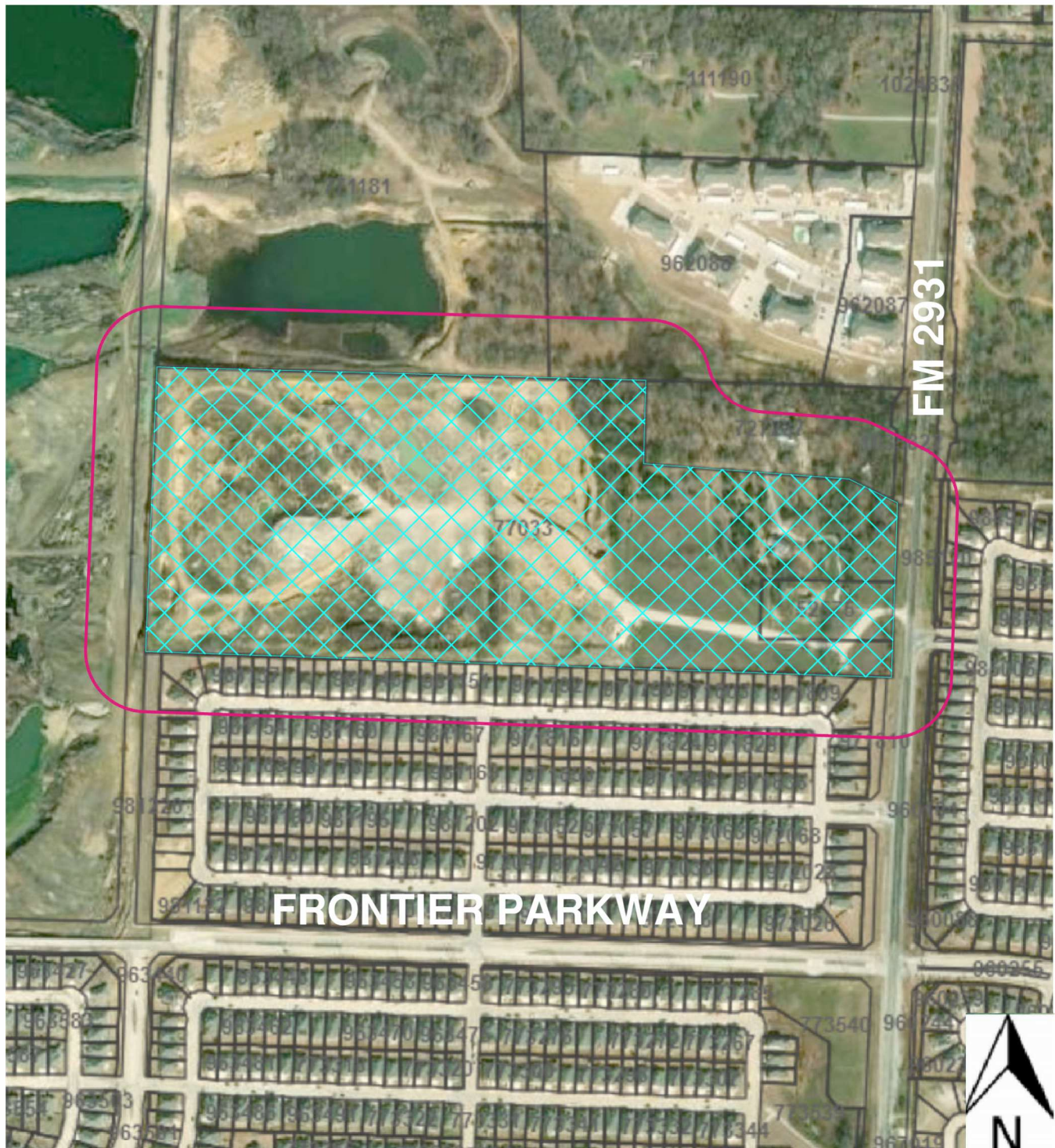
**Stone, Brick,
Cultured Stone,
Stucco,
Cementitious**

HardiPlank Masonry



THE WELLTON COLLECTION: 30' LOTS LOYD RANCH

LENNAR Kimley»Horn



NOTIFICATION MAP FOR:

Public Hearing: An amendment to Exhibit 14A, "Zoning Ordinance," in Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas, and the official Zoning Map of the City as requested in an application for a change of zoning from unzoned land previously located in the City of Aubrey Extraterritorial Jurisdiction to Planned Development District (PD) with base zoning districts of SF75 – Single-Family Residential 7,500 Square Feet and GR – General Retail on approximately 47.3 acres of land located in the J. Bridges Jr. Survey, Abstract No. 36, Denton County, Texas. The property is generally located west of FM 2931, north of Frontier Parkway, and east of future Silverado Parkway. DCAD Parcel ID's 77033 and 52575. (Palomino)

Palomino PD - Development Standards.

1.1 Development Standards

The purpose and intent of these Development Standards are to provide quality subdivision development with residential uses for the Property. Capitalized terms not otherwise defined in Exhibit D have meanings given such terms in the Development Agreement to which Exhibit D is attached.

All streets, sidewalks, drainage ways, water and sewer lines, and improvements shall be designed, placed, and constructed in accordance with the Standard Specifications for City of Aubrey, North Central Texas Council of Government (NCTCOG), with all amendments thereto, except as amended or directly conflicted by these Development Standards. To the extent that there is a direct conflict between the regulations herein, and those found elsewhere, the regulations found herein shall control development within this property.

1.2 General Regulations

- a. All regulations for The Loyd Property not redefined by these Planned Development Standards shall conform to the regulations set forth in the City of Aubrey Zoning Ordinance with base zoning SF75 – Single Family Residential District and GR – General Retail.
- b. The Loyd Property shall comply with the Subdivision Ordinance as it exists on the effective date of this agreement, or as amended.
- c. A homeowners association shall be established and shall be responsible for the ownership and maintenance of all Common Areas.
- d. The maximum number of single-family residential lots within this development shall be 300. The layout for this development is shown on Exhibit C, Concept Plan.
- e. Residential street sections shall be 31' B-B and commercial collector streets shall be 37' B-B.
- f. Early Grading Permit. Owner will be granted an early grading permit following the submission of the following to the City: response to the first round of civil engineering comments and the SWPPP. Owner acknowledges the grading permit is an "at-risk" permit, and that revisions to the civil engineering drawings and grading operations due to subsequent City comments or revisions by Engineer of Record may be necessary.
- g. Construction Permit. The City shall review and approve construction plans prior to annexation, zoning, and preliminary plat approval. Owner may commence construction prior to annexation, zoning, and preliminary plat approval, so long as such construction is consistent with the terms of the Development Agreement and associated exhibits; however, final acceptance by the City of any improvements shall not occur until after annexation, zoning, and preliminary plat approval have occurred.
- h. A minimum of 30 off-street parking stalls shall be provided throughout the development.

1.3 Planned Development Regulations.

Single-Family. The following regulations will govern the design and development of the Property. The following lot standards shall apply:

a) SF-75 or as outlined herein:

Regulation	Criteria
1. Minimum Lot Size -	3,000 S.F.
2. Minimum Lot Width (*) -	30 feet
3. Minimum Lot Depth (**) -	110 feet
4. Minimum Front Yard Setback -	25 feet
5. Minimum Garage Setback -	25 feet
6. Side Yard Setback (Interior Lot) -	5 feet
7. Side Yard Setback (Corner Lot/Adjacent to ROW) -	10 feet
8. Rear Yard Setback -	15 feet
9. Maximum Height -	35 feet
10. Minimum Structure Size -	1,000 sf
11. Maximum Lot Coverage (***) -	65 percent

* Minimum Lot Width is measured along the front building line for all lots.

** Minimum Lot Depth along a “knuckle” or “cul-de-sac” shall be 90 feet. Minimum Rear yard Setback along a “knuckle” or “cul-de-sac” shall be 5 feet.

*** Maximum Lot Coverage percentage shall be exclusive of gazebos, pools, and outdoor living areas.

Garages: Each single-family dwelling unit shall provide a minimum one stall garage.

Commercial. This tract is intended to accommodate nonresidential uses following the City of Aubrey’s GR – General Retail zoning classification.

- a. Permitted Uses – The commercial tract shall develop under the provisions of the GR – General Retail Zoning District as outlined in Zoning Ordinance No. 135-87, as it currently exists, or as amended.
- b. The Northern Commercial tract shall be dedicated to the City, with a base zoning district of GR – General Retail and allow for Government Uses and Food Truck Park . The minimum lot depth shall be 100’ measured at the midpoint of the lot. No buffer yard along the northern property boundary is required.
- c. Variety stores are prohibited. Variety stores are defined as a store which sells at retail, an assortment of physical goods, products, or merchandise directly to the consumer, including food or beverages for off-premises consumption, household products, personal grooming and health products, and other consumer goods.

1.4 Block Lengths

The following block length requirements shall apply to the subject development. In general, intersecting streets determining the block length and widths shall be provided at such intervals as to serve cross traffic adequately and to meet existing streets. Where no existing subdivision establishes control, the block lengths shall not exceed those enumerated below. However, in cases where physical barriers or property ownership creates conditions where it is appropriate that these

standards be varied by the Planning and Zoning Commission, the length may be increased or decreased to meet the existing conditions, having due regard for connecting streets, circulation of traffic and public safety.

- a. Interior Block Length – No block face may be longer than fourteen hundred feet (1400’); however, Open Space with a width greater than forty feet (40’) will be deemed to terminate a block face. Block face is measured along the Right-of-Way line.
- b. Perimeter Block Length – Along the perimeter of the property the block face may be extended to two-thousand feet (2000’); however, Open Space with a width greater than forty feet (40’) will be deemed to terminate a block face. Block face is measured along the Right-of-Way line.

1.5 Front Yard Landscaping Minimum Requirements. The following landscaping requirements shall apply to the subject development for all front yards.

1. Trees. A minimum of one (1) – three-inch (3”) caliper tree shall be provided measured twelve-inches (12”) from the ground. The following tree shall be acceptable:
 - a. Pecan
 - b. Cedar Elm
 - c. Texas Red
 - d. Southern Live Oak
 - e. Bur Oak
 - f. Western Soapberry
 - g. Texas Ash
 - h. American Elm
 - i. Chinkapin Oak
 - j. Lacey Oak
 - k. Shumard Red Oak
 - l. Caddo Sugar Maple
 - m. Bald Cypress
 - n. Chinese Pistache
 - o. Lacebark Elm
 - p. Southern Magnolia
2. Shrubs. A minimum of ten (10) three-gallon to five-gallon shrubs shall be provided. The following shrubs and ornamental grasses shall be acceptable:
 - a. Agarita
 - b. American Beautyberry
 - c. Coral Berry
 - d. Texas Nolina
 - e. Red Yucca
 - f. Skeletonleaf
 - g. Goldeneye

- h. Texas Sage
 - i. Japanese Barberry
 - j. Pampas Grass
 - k. Compact Abelia
 - l. Glossy Abelia
 - m. Nellie R. Stevens Holly
 - n. Dwarf Buford Holly
 - o. Dwarf Yaupon
 - p. Autumn Sage
 - q. Mexican Bush Sage
 - r. Russian Sage
 - s. Japanese Privet
 - t. Variegated Privet
 - u. Japanese Boxwood
 - v. Indian Hawthorn
 - w. Rosemary
 - x. Pink Muhly
 - y. Mexican Feather Grass
 - z. Purple Fountain Grass
 - aa. Sea Green Juniper
 - bb. Yucca
- 3. Lawn. Sod is required.
 - 4. Irrigation. Irrigation is required.

1.6 Exterior Wall Masonry

- a. Residential Structures.** All exterior walls of the residential structures, excluding doors, windows, and window units shall be masonry. Masonry product shall include stone, brick, cultured stone and cementitious materials such as HardiPlank and stucco.
- b. Commercial Structures.** All exterior walls of commercial structures, excluding doors, windows, and architectural features, shall be comprised of one hundred percent (100%) masonry product. Masonry product shall include stone, brick, cultured stone and cementitious materials such as HardiPlank and stucco. HardiPlank material shall be limited to fifty percent (50%) of the total amount of any exterior wall.

1.7 Fencing Minimum Requirements. The following requirements shall apply to the subject development for all fencing.

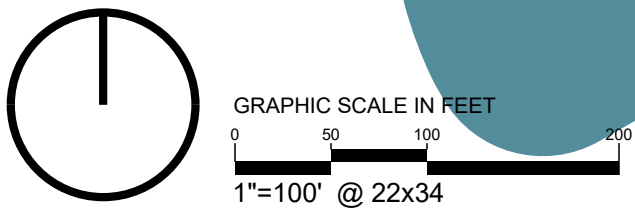
- 1. Fencing for lots adjacent to open spaces. All lots adjacent to the dog park and playground shall have four-foot (4') in height tubular steel or wrought iron fencing as shown on Exhibit G – Open

Space Plan. Wooden privacy fencing shall not be allowed for these lots. Landscaping adjacent to the fencing is allowed, but not required.

2. Fencing for interior lots not adjacent to open spaces. All lots that are not adjacent to open spaces shall provide wooden privacy fencing. Fence shall be six-foot (6') in height with four-inch (4") cedar pickets that are pre-stained. Fence shall be constructed with galvanized fence posts and hardware. Fence does not have to be board on board style construction.
3. Screening adjacent to Silverado Parkway. Subdivision fencing/screening along perimeter roadways shall be constructed of masonry (brick, stone, or split face concrete block), with masonry columns. Screening shall be six-foot (6') in height. Masonry columns shall be constructed on a maximum spacing of one-hundred feet (100') on center. The screen wall shall be owned and maintained by the HOA.
4. Screening adjacent to commercial uses. Screening between residential and commercial uses shall be constructed of masonry (brick, stone, or split face concrete block) with masonry columns as shown on Exhibit G – Open Space Plan. Screening shall be a minimum six-foot (6') in height. Masonry columns shall be constructed on a maximum spacing of one-hundred feet (100') on center. The Development that is constructed first shall be responsible for the construction of the masonry screening whether it is the commercial or residential use. No screening is required on the northern General Retail lot. Screen walls are to be owned and maintained by the HOA.
5. Lift Station. The lift station shall fencing/screening shall be constructed of masonry (brick, stone, or split face concrete block), with masonry columns. Screening shall be eight-foot (8') in height with a metal access gate per TCEQ and Mustang SUD requirements. Masonry columns shall be constructed on a maximum spacing of one-hundred feet (100') on center. The screen wall shall be owned and maintained by the HOA.

1.8 Entry Monumentation

1. Entry Monument. The primary monument sign adjacent to FM 2931 shall not exceed a height of eight feet in height, with a maximum area of 250 square feet. The monument sign shall consist of masonry stone or brick. The sign shall be located within the drive median within an HOA lot. A secondary monument adjacent to Silverado Parkway may be free standing or integrated into the screen wall.
2. Visibility. Monument signs shall not be placed within visibility triangles or corner clips as defined in the City's Technical Standards and Specifications (TCSS) Manual.

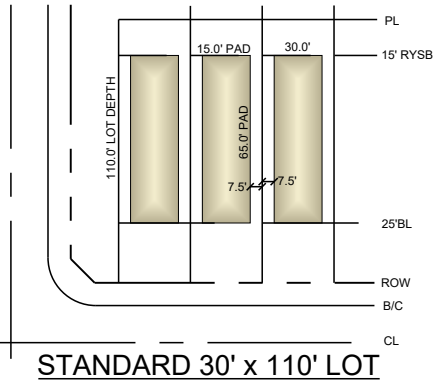


Land Use Acreage Summary

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%

Lot Type Summary

30'x110'	300	100.0%
Total	300	100%



- NOTES:
- THIS PLAN IS CONCEPTUAL IN NATURE AND MAY HAVE BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
 - FLOOD PLAN SHOWN IS SUBJECT TO CHANGE BASED ON A MORE DETAILED FULLY DEVELOPED FLOOD STUDY ANALYSIS.
 - AERIAL IMAGE BY NEARMAP, COPYRIGHT 2024.

EXHIBIT C

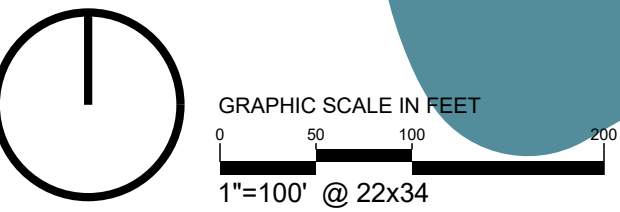
Loyd Property

Aubrey, Texas

Kimley»Horn

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

September 2024



City Park Dedication	1.1	26.7%
Dog Park	0.6	14.2%
Open Space	2.5	59.1%
Total	4.2	100.0%

- NOTES:
1. THIS PLAN IS CONCEPTUAL IN NATURE AND MAY HAVE BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
 2. FLOOD PLAIN SHOWN IS SUBJECT TO CHANGE BASED ON A MORE DETAILED FULLY DEVELOPED FLOOD STUDY ANALYSIS.
 3. AERIAL IMAGE BY NEARMAP, COPYRIGHT 2024.

EXHIBIT G

Loyd Property

Aubrey, Texas

Kimley»Horn

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

September 2024

ELEVATION REQUIREMENTS

1,203 – 1,550

Sq. ft.

3 – 4

Bedrooms



2.5

Bathrooms



Stone, Brick,
Cultured Stone,
Stucco,
Cementitious

HardiPlank Masonry

THE WELLTON COLLECTION: 30' LOTS LOYD RANCH

LENNAR Kimley»Hom

FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT
(Palomino – formerly Loyd Ranch)

This First Amended and Restated Development Agreement (this “Agreement”) is entered into by and between Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership (the “Owner”), and the City of Aubrey, Texas (the “City”), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement (“Effective Date”).

RECITALS

WHEREAS, certain terms used herein are defined in Article I; and

WHEREAS, the City is a home rule municipality organized under the laws of the State of Texas located within Denton County; and

WHEREAS, Owner and the City (which are sometimes individually referred to as a “Party” and collectively as the “Parties”) desire to enter into this Agreement; and

WHEREAS, Owner is under contract to purchase approximately 47.3 acres of real property described by metes and bounds on **Exhibit A** and depicted on **Exhibit B** attached hereto and has designated this project as the Palomino Development, formerly Loyd Ranch (the “Property”); and

WHEREAS, the Parties entered into a Development Agreement for the Property dated April 1, 2024 (the “Development Agreement”), and pursuant to Section 3.6, “Dedication of Site”, of the Development Agreement, Owner agreed to dedicate an approximate 0.81 acre tract of land, the location of which was identified in the Concept Plan, **Exhibit C**, attached thereto, such tract defined therein as the Dedicated Land; and

WHEREAS, subsequent to the execution of the Development Agreement, due to changes in the layout of a roadway within the proposed Development (defined below), the Parties agreed to make a change to the acreage and location of the Dedicated Land from the location identified in the Development Agreement; and

WHEREAS, the Owner and City have agreed that an approximate 0.97 acre tract of land located at the southeast corner of the Property as identified on the revised Concept Plan, attached hereto and incorporated herein as **Exhibit C**, should be dedicated to the City pursuant to Section 3.6 of this Agreement, and the Parties have determined that the Development Agreement should be amended to reflect the change in acreage and location of the Dedicated Land and to adopt a new **Exhibit C**; and

WHEREAS, the Development Agreement is hereby amended to adopt a new **Exhibit C**, (the “Concept Plan”) to identify the new location of the Dedicated Land; and

WHEREAS, the Property is currently located in the City's extraterritorial jurisdiction ("ETJ") and is not located in any other City's ETJ or corporate limits; and

WHEREAS, the Owner does not intend to take any action to request or cause the removal of the Property from the City's ETJ and Owner intends to cause the Property to be voluntarily annexed into the City's corporate limits and develop the Property as a master planned single family residential community with some commercial uses (the "Development") in accordance with the concept plan attached hereto as **Exhibit C** (the "Concept Plan") and the development standards set forth in those certain proposed development standards attached hereto as **Exhibit D** (the "Development Standards"); and

WHEREAS, Mustang Special Utility District ("Mustang") holds the certificates of convenience and necessity (the "CCNs") to provide retail water and wastewater service to the Property and the Parties intend for Mustang to provide retail water and wastewater service to the Property; and

WHEREAS, the Development will require the construction of certain onsite and offsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping and trail systems; and land for all of the improvements (collectively, the "Public Improvements"), as detailed in **Exhibit E** attached hereto; and

WHEREAS, in consideration of Owner's agreements contained herein, the City is agreeable to creating a public improvement district ("PID") encompassing the Property to finance a portion of the cost of the Public Improvements in accordance with the provisions of this Agreement; and

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the terms of this Agreement and all legal requirements, including but not limited to the Bond Indenture under which PID Bonds are issued, is agreeable to: (i) adopt a Service and Assessment Plan; (ii) adopt an Assessment Ordinance (to pay for a specified portion of the estimated cost of authorized Public Improvements as more specifically identified herein and referred to as the "Authorized Improvements" and the costs associated with the administration of the PID and the issuance of the PID Bonds); and (iii) issue, in multiple series, if necessary, up to a maximum of **FIFTEEN MILLION AND NO/100 DOLLAS (\$15,000,000.00)** principal amount of PID Bonds for the purpose of financing a specified portion of the costs of the Authorized Improvements and paying associated costs as described herein; and

WHEREAS, the creation of a PID encompassing the Property will allow for greater amenities and public improvements to be provided to serve the Property; and

WHEREAS, after creation of the PID, all of the City's administrative costs associated with the PID will be funded by the levy of PID assessments on the Property in accordance with the PID Act; and

WHEREAS, this Agreement is entered into pursuant to Section 212.172 of the Texas Local Government Code and it is the intent of this Agreement to establish certain legally binding

restrictions and commitments to be imposed upon the development of the Property, which shall survive annexation of the Property.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I

GENERAL TERMS AND DEFINITIONS

1.1 Recitals. The recitals to this Agreement are incorporated herein for all purposes.

1.2 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Assessment Ordinance means the ordinance approved by the City Council that levies Assessments on the Property in accordance with the PID Act to pay for the costs of the Authorized Improvements set forth in the SAP as well as the costs associated with the issuance of the PID Bonds, which provide a special benefit to the Property.

Authorized Improvements means the water, sewer, drainage, and roadway infrastructure and facilities needed to serve and fully develop the Property and to be constructed by the Owner on behalf of the City, including but not limited to the Public Improvements included in Exhibit E attached hereto and included in the approved Service and Assessment Plan.

Bond Indenture means a trust indenture by and between the issuer of the PID Bonds and a trustee bank under which the PID Bonds are issued and funds disbursed.

Building Codes means building, plumbing, electrical, mechanical, fire, and property maintenance codes adopted by the City and uniformly enforced within the City's corporate boundaries, in effect as of the date a building permit is requested.

CCN or CCNs mean certificates of convenience and necessity.

City means the City of Aubrey, Texas, a home rule municipality located in Denton County, Texas.

City Assignee is defined in Section 9.2.

City Council means the city council of the City.

City Dedicated Public Improvements is defined in Section 4.3.

Closing or Closing Date means a date on or before December 15, 2024 upon which Owner purchases the Property in fee simple.

Concept Plan means the new concept plan attached to this First Amended and Restated Development Agreement as **Exhibit C**, and as may be amended from time to time by ordinance during the zoning process for the Property.

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

Eminent Domain Fees is defined in Section 4.5.

End-Buyer is defined in Section 10.1.

ETJ is defined in the Recitals.

Final Plat means the final plat for the Property approved by City.

Fully Developed and Improved Lot means any lot, regardless of proposed use, which is served by the Public Improvements and for which a final plat has been approved by the City and recorded in the real property records of Denton County.

Governing Regulations has the meaning set forth in Section 2.1 of this Agreement.

Impact Fee means water, sewer, and/or roadway or other impact fees adopted by the City via ordinance pursuant to State law, which shall be due and payable to the City in accordance with the City's applicable ordinances, each individually referred to as "Water Impact Fee, "Sewer Impact Fee" or "Roadway Impact Fee".

Mustang means Mustang Special Utility District,

Owner is defined in the introductory paragraph.

Owner Assignee is defined in Section 9.1.

Park Development Fee(s) means those fees identified in Section 5, "Park Land and Public Facility Dedication" of Article 4, "Public Sites and Open Spaces" of the City's Subdivision Ordinance, as amended from time to time, of the City of Aubrey, Texas Code of Ordinances.

Parties means the Owner and the City.

Party means the Owner or the City.

PID means the Public Improvement District encompassing the Property to be created by the City pursuant to the PID Act.

PID Act means Chapter 372 of the Texas Local Government Code, as amended.

PID Assessment(s) or Assessment(s) means a special assessment levied by the City within the PID pursuant to the PID Act, pursuant to an Assessment Ordinance, to pay for a specific portion of the PID Project Costs.

PID Bonds means the assessment revenue bonds issued by the City through the PID to finance the Authorized Improvements that are constructed for the benefit of the PID and are secured solely from the Assessment Revenues.

PID Projects is defined in Section 7.1(c).

PID Project Costs is defined in Section 7.1(d).

PID Service and Assessment Plan means the PID service and assessment plan adopted by City Council, as may be amended or updated annually, to assess allocated costs of improvements against the Property located within the boundaries of the PID, and which has terms, provisions and findings approved and agreed to by Owner and the City in accordance with the PID Act.

Property means the real property described by metes and bounds on **Exhibit A** and depicted on **Exhibit B**.

Public Improvements means those onsite and offsite public improvements intended to serve and benefit the Property as detailed in **Exhibit E** attached hereto, as may be amended from time to time, which are permitted to be funded under the PID Act and shall be further described in the service and assessment plan to be prepared for the PID, or as identified in the Final Plat

Reimbursement Agreement means the agreement as authorized by the PID Act which provides for the reimbursement to Owner for those costs of design, engineering, acquisition and construction of the Public Improvement paid by Owner and providing for the issuance of PID Bonds to reimburse Owner for the costs of the Public Improvements paid by Owner.

Roadway Facilities means arterial or collector streets or roads that have been designated on the city's officially adopted Master Thoroughfare Plan and the City's adopted Capital Improvement Plan, together with all necessary appurtenances.

Subdivision Regulations means the City's current subdivision ordinance and all amendments thereto.

Water and Wastewater Public Improvements shall mean the water and wastewater public infrastructure identified on the approved Final Plat as part of the system owned and operated by Mustang Special Utility District, constructed by Owner and dedicated to Mustang.

ARTICLE II

DEVELOPMENT REGULATIONS

2.1 Governing Regulations. Development of the Property shall be governed solely by the following (collectively, the "Governing Regulations"):

(a) the Concept Plan attached hereto as **Exhibit C**, as amended from time to time by ordinance approved by the City as part of the zoning process for the Property or in accordance with this Agreement;

(b) the Development Standards attached hereto as **Exhibit D**;

(c) the Subdivision Regulations;

(d) the Building Codes;

(e) approved Final Plats for all or a portion of the Property; and

(f) applicable federal and state regulations.

2.2 Enforcement of Regulations.

(a) The City will enforce the Subdivision Regulations and the Building Codes on the Property in the same manner in which the codes are enforced upon other property within the City's corporate boundaries, except as modified herein.

(b) The City will enforce the Governing Regulations on the Property in the same manner in which duly enacted zoning regulations are enforced within the City's corporate boundaries, except as expressly modified herein. The Property shall be subject to all ordinances of the City upon annexation.

(c) Prior to sale of any lot within the Property, the elevation requirements provided in **Exhibit F** hereto shall be filed by Owner as a deed restriction to ensure compliance with such elevation requirements and building material regulations.

2.3 Homeowner's Association Required.

(a) Owner shall create a sustainable and mandatory homeowner's association for the Property that requires membership by all of the owners of a lot within the Property that is subject to the special assessments being levied related to the PID (the "HOA").

(b) The HOA shall own and be responsible for the maintenance of any private streets, appurtenances, and open spaces/common areas, HOA owned lots, such as entry medians, amenities, and facilities within the Property.

(c) The HOA shall have covenants and bylaws, which must be approved by the City. The HOA shall require the payment of dues and assessments to maintain any private streets and common areas and facilities. The HOA covenants shall provide for assessments and liens for nonpayment of dues or assessments. The approved covenants of the homeowner's association must be recorded with the County Clerk for Denton County.

(d) Pursuant to Section 4.2, the HOA shall collect and remit to the City the Solid Waste Fees (defined below).

2.4 Conflicts.

(a) In the event of any conflict between this Agreement and any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control.

(b) In the event of any conflict between the Development Standards and any other part of the Governing Regulations, the Development Standards shall control.

ARTICLE III **DEVELOPMENT CHARGES; OVERSIZING; IMPACT FEES; OPEN SPACE**

3.1 Development Charges. Except as specifically described below, Owner shall be subject to those fees and charges due and payable to the City in connection with the development of the Property that are charged uniformly to other developments located in the corporate limits of the City whether in effect on the date of this Agreement or implemented at a later date.

3.2 Oversizing. The City shall be responsible for all costs of any change to increase the size of any portion of the roadway and storm water Public Improvements to a size greater than is necessary to serve the Development. Oversizing shall be at the sole discretion of the City as determined necessary by the City to meet the City's present or future capacity needs.

3.3 Impact Fees. The City shall collect and retain all applicable Impact Fees generated from building permits on the Property. Impact Fees shall be assessed at the time of platting and collected by the City at the time of issuance of a building permit. Notwithstanding the foregoing or anything herein to the contrary, to the extent that Owner constructs Roadway Facilities that are eligible for Roadway Impact Fee reimbursement to Owner pursuant to City Ordinance and State law (the "Eligible Roadway Facilities"), the Roadway Impact Fees collected by the City for such Eligible Roadway Facilities shall be remitted to Owner. Owner and the City agree that once Owner has been reimbursed for its actual costs of Eligible Roadway Facilities for the Project, the City shall continue to collect Impact Fees but no longer remit such Roadway Impact Fees to Owner.

3.4 Open Space. The City agrees that Owner shall be allowed to plan and design open spaces to be compliant with the open spaces designated on the Concept Plan attached hereto as **Exhibit C**. The City and Owner further agree that a minimum of five (5) acres shall be designated as open spaces, including the detention pond, as shown on **Exhibit C** attached hereto. Owner further agrees to dedicate at no cost to the City the community playground, private open space, and trails shown on **Exhibit C** (the "City Dedications").

3.5 Park Land Dedication and Park Development Fees. Owner agrees to construct such parks, landscaped and/or open space, and other recreational facilities as shown on the Concept Plan attached hereto as **Exhibit C**. Notwithstanding anything contained within Section 5, "Park Land and Public Facility Dedication" of Article 4, "Public Sites and Open Spaces" of the City's

Subdivision Ordinance (hereinafter "Section 5") to the contrary, the City agrees that, as consideration for Owner's dedication to the City of the City Dedication detailed in Section 3.4 and the Dedicated Tract (hereinafter defined) detailed in Section 3.6, Owner shall not be obligated to dedicate any additional land to the City or pay any fees in lieu of dedication. Owner shall, however, pay Park Development Fees in the amount of \$2,500.00 per dwelling unit pursuant to Section 5, which amount shall be locked in and unmodified for the duration of the term of this Agreement. The amount of land dedicated or cash payment in lieu of such land dedication and the amount of Park Development Fees paid by Owners hereunder has been negotiated by the Parties, and no future act by the City imposing Park Development Fees or regulating dedication of public sites or open spaces shall modify such agreed upon terms set forth in this Agreement. All payments due under this Section 3.5 shall be paid by Owner and all land to be dedicated under this Section 3.5 shall be transferred via special warranty deed to the City prior to the City's filing of the Final Plat. Prior to Owner's dedication of any land to the City in accordance with this Section 3.5, Owner shall not encumber such parcels and shall furnish documentation acceptable to the City upon request by City.

3.6. Dedication of Site. Owner has agreed to dedicate at no cost to City an approximate 0.97 acre tract of land identified on the new Concept Plan attached hereto as **Exhibit C**, (the "Dedicated Tract"), for use by City for any general municipal purpose or for economic development purposes. The use of the Dedicated Tract for either general municipal purposes or economic development purposes shall be in the sole discretion of the City, and the City in its sole discretion may: (i) retain the Dedicated Tract for municipal purposes or economic development purposes; (ii) transfer ownership of the Dedicated Tract to the Aubrey Municipal Development District with the restriction that the Dedicated Tract shall be used for economic development purposes; or (iii) transfer ownership of the Dedicated Tract to a third party pursuant to an agreement entered into under Chapter 380 of the Texas Local Government Code for economic development purposes. Prior to dedication of the Dedicated Tract to the City, Owner shall not encumber the Dedicated Tract and shall furnish documentation acceptable to the City upon request by City.

ARTICLE IV
WATER AND SEWER SERVICE; OTHER PUBLIC SERVICES; PUBLIC
IMPROVEMENTS; DEDICATION OF PUBLIC LAND

4.1 Water and Sewer Service; Billing. Mustang shall be the retail provider of water and sewer service under water CCN No. 11856 and sewer CCN No. 20930 to the customers located within the Property.

4.2 Solid Waste Services. Owner agrees that solid waste and recycling services to the Property shall be provided by City's approved solid waste franchise service provider pursuant to the terms of the City's approved franchise ordinance and agreement (the "Franchise Agreement"), and that fees due under the Franchise Agreement shall be billed to the Property (the "Solid Waste Fees"). Billing services for collection of Solid Waste Fees are provided by Mustang as part of Mustang's billing process for water and sewer service, and Solid Waste Fees are remitted to City in accordance with a separate interlocal agreement between the City and Mustang (the "City/Mustang ILA"). In the event that the City/Mustang ILA terminates, within forty-five (45)

days of receipt of the City's written request, Owner shall cause the HOA to enter into a written agreement with City to provide for collection and remittance of Solid Waste Fees.

4.3 Public Improvements. The City and Owner hereby agree that all Water and Wastewater Public Improvements shall be designed, constructed and installed by Owner in compliance with Mustang's rules and regulations. Except as otherwise expressly provided for in this Agreement, all Roadway Facilities, including without limitation roadway and storm water improvements, and other Public Improvements, excluding Water and Wastewater Public Improvements (the "City Dedicated Public Improvements"), shall be designed, constructed and installed by Owner in compliance with the Governing Regulations. Construction and/or installation of Roadway Facilities and storm water Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City in accordance with standard City procedures, and City has received written notice from Mustang that specifications for all Water and Wastewater Public Improvements have been approved by Mustang. Owner shall provide or cause a single general contractor to provide a two-year maintenance bond following completion of the City Dedicated Public Improvements, which bond shall run in favor of the City responsible for maintenance of the City Dedicated Public Improvements. To the extent easements or rights-of-way are needed within the Property for City Dedicated Public Improvements, they shall be dedicated by Owner to the City at no cost to the City. The City Dedicated Public Improvements shall be installed within easements granted to the City or in the public right of way. The size of the City Dedicated Public Improvements shall be sized as finally determined by the City's engineer and could vary from the estimated sizes reflected in Exhibits E, and any costs associated with oversizing such City Dedicated Public Improvements to serve property outside the Development will be borne by the City.

4.4 Inspections, Acceptance of Public Improvements.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Improvements, and any related Public Improvements necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the Governing Regulations. Owner shall pay infrastructure inspection fees in accordance with the City of Aubrey Code of Ordinances. All City Dedicated Public Improvements shall be dedicated to and become the property of City upon City's final acceptance of such improvements, and after final acceptance and expiration of any warranty period, shall be maintained by City in accordance with the terms of this Agreement. Roadway improvements include storm drainage infrastructure, sidewalks, traffic control devices and signage.

(b) Water and Wastewater Public Improvements. Mustang shall have the sole right to inspect the construction of all Water and Wastewater Public Improvements and the sole obligation to maintain all Water and Wastewater Public Improvements after acceptance.

(c) No Release. The City's inspections shall not release the Owner from its responsibility to construct, or ensure the construction of, adequate Public Improvements in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property.

(d) City Owned. From and after the inspection and acceptance by the City of the City Dedicated Public Improvements and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(e) Mustang Owned. Pursuant to the provisions of Section 372.023 of the PID Act, the City does consent to and approve of Owner conveying to Mustang all water and wastewater Public Improvements which are a part of the Authorized Improvements. From and after the inspection and acceptance by Mustang of the water and wastewater Public Improvements, such improvements shall be owned and maintained by Mustang.

(f) Approval of Plats/Plans. All plats, permits, plans, designs or specifications shall be subject to review and approval by the City in accordance with standard City processes upon payment of applicable fees and shall be in accordance with the Governing Regulations. Approval by the City, the City's engineer or other City employee or representative, of any plats, permits, plans, designs or specifications submitted by the Owner pursuant to this Agreement or pursuant to the Governing Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Owner, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Owner or the Owner's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Owner related to the Property shall meet the requirements of the Governing Regulations. Notwithstanding anything contained herein to the contrary, the City acknowledges that Owner may seek pump and haul services from Mustang until such time that the wastewater Public Improvements are completed to serve the Property, and the City hereby agrees not to withhold its approval of any plats, permits, plans, designs, specifications, certificates of occupancy, or any other approvals for which the City has authority pursuant to this Agreement due to such wastewater Public Improvements not yet being complete at the time of such approval. Owner further agrees that the City shall have no responsibility with respect to such pump and haul services.

4.5 Eminent Domain. The Owner agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the City Dedicated Public Improvements. If, however, the Owner is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Unless otherwise set forth in this Agreement to the contrary, the Owner shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees and costs of acquisition, including payment of landowner attorney fees as required by law or ordered by a Court (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation

procedures so that the Public Improvements can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Owner shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. The City is not required to continue pursuing the eminent domain unless and until the Owner deposits additional Eminent Domain Fees with the City. In the event that Owner fails to fund the escrow account and/or due to changed circumstances the third-party rights-of-way, consents, or easements are no longer required such that City ceases eminent domain proceedings and such cessation of proceedings results in an obligation for the City to pay attorneys fees or other costs related to or arising out of the eminent domain proceedings, Owner shall pay all such fees and costs to City within five (5) business days of written notice from City of the amounts due as a result of such cessation. Any unused escrow funds will be refunded to the Owner within thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

4.6 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Improvements or any portion thereof, Mustang shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Improvements or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, and any other common improvements or appurtenances is addressed in the Development Standards, and to the extent not addressed shall be maintained and operated by a homeowner's association in accordance with the Governing Regulations.

4.7 On-Site Rights-of-Way and Easements. Owner will transfer to the City any on-site rights-of-way and on-site easements necessary for Public Improvements at the time of adjacent development, or within one hundred twenty (120) days of the City requesting same for a City project.

ARTICLE V TERM

The term of this Agreement shall be for a period of thirty (30) years after the Effective Date. The Parties may extend the term of this Agreement if they execute an agreement in writing. Notwithstanding the foregoing or anything to the contrary in this Agreement, this Agreement shall automatically terminate, be *void ab initio* and shall be of no further force or effect if Owner does not close on the purchase of the Property by December 15, 2024, or if Owner notifies the City in writing prior to December 15, 2024 that it will not purchase the Property.

ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within ten (10) days after the Closing Date, Owner agrees to submit or to cause the submission of a voluntary annexation petition for the Property. Owner agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the Property. If the City is unable to complete the annexation of the Property for any reason, including but not limited to procedural error or legal challenge, Owner shall execute another voluntary annexation petition for the Property within ten (10) days of being requested to do so. Prior to annexation of the Property, the City shall have considered this Agreement, shall have submitted to Owner, and Owner shall review and approve, and this annexation service plan shall be considered a binding, and mutually agreed upon, contractual obligation between the City and Owner.

6.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Governing Regulations and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Governing Regulations and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Owner expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Owner agrees that nothing in this Agreement shall prevent the Governing Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

ARTICLE VII
INFRASTRUCTURE FINANCING

7.1. PID Financing. Subject to the provisions of this Agreement and subsequent to the Closing Date, the City agrees to create the PID, and to consider the funding of all or a portion of the Public Improvements that will confer a special benefit upon the Property. As soon as reasonably practicable following creation of the PID and a request by Owner, and subject to Section 7.3 below, the City agrees to issue PID Bonds.

(a) The Owner will submit a PID creation petition to the City after the Closing Date.

(b) PID funding of certain Public Improvements as authorized by the PID Act and approved by the City will include, to the maximum extent authorized by State law, one or more of the following: (i) annual payments by the City to the Owner of PID assessments not pledged to the repayment of PID Bonds; (ii) the issuance by the City of PID Bonds secured by PID assessments and/or other security; (iii) the issuance by the City or other issuer of other bonds secured by PID assessments and/or other security; or (iv) any other method approved by the Parties.

(c) The Public Improvements to be funded by the PID will be the same as those described in the PID Service and Assessment Plan, which Public Improvements confer a special benefit on the Property (the “PID Projects”).

(d) The total estimated cost of the PID Projects (the “PID Project Costs”) will be as stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for the PID Projects.

(e) The City and the Owner will jointly determine the PID Project Costs (which shall not include City right-of-way acquisition costs) and prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property.

(f) The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. As needed to implement the Service and Assessment Plan, the City and the Owner will enter into a Reimbursement Agreement that provides for the Owner’s construction of certain PID Projects and the City’s reimbursement to the Owner of certain PID Project Costs.

(g) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. PID Bonds may also be secured by any other revenue authorized by the PID Act or other State law and approved by the City Council of the City. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon the terms set forth in Section 7.3 and upon the adequacy of the bond security and the financial obligation of the Owner to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City may require the Owner to secure its obligation to pay such deficit and cost overruns by providing a performance bond, letter of credit, or other security acceptable to the City prior to the issuance of the PID Bonds. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

7.2 PID Notices. When selling any of the Property, Owner shall provide notices in a form required by Section 5.014 of the Texas Property Code, as amended, to anyone who purchases property within the PID notifying the purchaser: (a) that the property is located in the PID; (b) that the City has issued or may issue PID bonds; (c) that the City has levied or may levy PID assessments; (d) of the unpaid reimbursement amount of the PID assessment against the Property; (e) of the estimated annual installments if PID assessments are not paid in full; and (f) of the estimated duration of the PID assessment and annual installments. Further, such Owner shall require builders selling homes to continuously post a notice of the PID assessments in a

conspicuous location in each model home and provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. This section applies to all owners of all or any portion of the Property.

7.3 PID Bond Issuance. Owner may request issuance of PID Bonds by filing with the City a list of the PID Projects to be funded or acquired with the PID Bond Proceeds and the estimated or actual costs of such PID Projects. Owner acknowledges that the City may require a professional services agreement that obligates Owner to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be agreed to by the Parties and considered a cost payable from such PID Bond Proceeds. The issuance of each series of PID Bonds is subject to the following conditions, as applicable, and subject to this Article VII:

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

(2) the aggregate principal amount of all PID Bonds issued and to be issued for the PID shall not exceed FIFTEEN MILLION AND NO/100 DOLLARS (\$15,000,000.00) as shown on Exhibit E, except that said not-to-exceed amount may be adjusted based on actual interest rates and/or assessed values, subject to the limitations prescribed by this Section;

(3) the PID Bond Proceeds from each series of PID Bonds shall be in an amount estimated to be sufficient to fund the PID Projects for which such PID Bonds are being issued;

(4) if requested by the City, delivery by Owner to the City of a certification or other evidence from an independent appraiser or other professional acceptable to the City confirming that the special benefits conferred on the properties being assessed for the PID Projects increase the value of the property by an amount at least equal to the amount assessed against such property;

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

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

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

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

(9) review and approval by the City of the plats and construction plans for the PID Projects for which the respective series of PID Bonds are being issued to fund;

(10) the Administrator has certified that the specified portions of the costs of the PID Projects to be paid from PID Bond Proceeds are eligible to be paid therewith;

(11) the PID Projects to be financed by the PID Bonds have been or will be constructed according to the Development Standards;

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

(13) simultaneous with closing the PID Bonds, Owner shall either (i) fund or cause the funding of or (ii) provide evidence of financial security sufficient to fund the Authorized Improvements to the extent that the Authorized Improvements have not already been completed and paid for to the extent that the PID Bonds are insufficient to fund such Authorized Improvements;

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

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

(16) the maximum maturity for PID Bonds shall not exceed 30 years from the date of delivery thereof;

(17) the final maturity for any PID Bonds shall be not later than 45 years from the date of this Agreement;

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

(19) Owner agrees to provide periodic information and notices of material events regarding Owner and Owner's development of the Property within the PID in accordance with Securities and Exchange Commission Rule 15c2-12 and any Owner Continuing Disclosure Agreement;

(20) Owner is not in default under a Owner Continuing Disclosure Agreement;

(21) the maximum tax equivalent assessment rate for the assessment levy shall not exceed the greater of (i) \$0.54 per \$100 of projected buildout taxable assessed value per parcel, or (ii) an amount equal to \$1.00 minus the City's ad valorem tax rate per \$100.00 of projected buildout taxable assessed value per parcel;

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

(23) the City's consulting engineer determines that the PID Projects Cost shown on **Exhibit E**, as updated and amended, are reasonable;

(24) except for the first phase of the Development, Owner has completed and the City has accepted the PID Projects for the previous phase of the Development.

7.4. Qualified Tax-Exempt Status.

(a) Issuance of PID Bonds Prior to City Obligations.

(1) In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its financial advisor, shall calculate the estimated Additional Costs based on the market conditions as they exist approximately thirty (30) days prior to the date of the pricing of the PID Bonds (the "Estimated Costs"). The Estimated Costs are an estimate of the increased cost to the City to issue its City Obligations as non-qualified tax exempt obligations ("non-QTEO"). Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to Owner in an amount equal to the Estimated Costs. Owner, in turn, shall remunerate to the City the amount shown on said invoice on or before the earlier of: (i) fifteen (15) business days after the date of said invoice, or (ii) five (5) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any series of PID Bonds until Owner has paid the invoice related to the PID Bonds then being issued.

(2) Upon the City's approval of the City Obligations, the financial advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO. The City will, within five (5) business days of the issuance of the City Obligations, provide written notice to Owner of the amount of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to Owner the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice to Owner required under this paragraph. If the Additional Costs are more than the Estimated Costs, Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice required under this paragraph.

(b) Issuance of City Obligations Prior to PID Bonds.

(1) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City, with assistance from the financial advisor, shall calculate the Estimated Costs based on the market conditions as they exist approximately twenty (20) days prior to the date of the pricing of the City Obligations. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to Owner: (1) in an amount equal to the Estimated Costs, and (2) that includes the pricing date for such City Obligations. The Owner, in turn, shall remunerate to the City the amount shown on said invoice at least five (5) days prior to the pricing date indicated on the invoice. If Owner fails to pay the Estimated Costs as required under this paragraph, the City,

at its option, may elect to designate the City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year.

(2) Upon the City's approval of the City Obligations, the financial advisor shall calculate the actual Additional Costs to the City of issuing non-QTEO City Obligations. The City will, within five (5) business days of the issuance of the City Obligations, provide written notice to Owner of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to Owner the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice to Owner. If the Additional Costs are more than the Estimated Costs, Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice.

(3) To the extent any developer(s) or property owner(s) (including Owner, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or property owner (including Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or property owner(s) (including Owner, as applicable) as necessary so as to put all developers and property owners (including Owner, if applicable) so paying for the same calendar year in the proportion set forth in subsection (d), below, said reimbursement to be made by the City within fifteen (15) business days after its receipt of such subsequent payments of such Additional Costs.

(4) The City shall charge Additional Costs attributable to any other developer or property owner on whose behalf the City has issued debt in the same manner as described in this section, and Owner shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of Owner's portion has already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to Owner. The portion owed by Owner shall be determined by dividing the total proceeds from any debt issued on behalf of Owner in such calendar year by the total proceeds from any debt issued by the City for the benefit of all developers (including Owner) in such calendar year.

ARTICLE VIII

EVENTS OF DEFAULT; REMEDIES

8.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

8.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE IX

ASSIGNMENT AND ENCUMBRANCE

9.1 Assignment by Owner to Successor Owners.

(a) After the Closing Date, Owner has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an “Owner Assignee”) that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Owner, provided that the Owner is not in breach of this Agreement at the time of such assignment. An Owner Assignee is considered the “Owner” and a “Party,” and under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee. Notice of each proposed assignment to an Owner Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee.

(b) Each assignment shall be in writing executed by Owner and the Owner Assignee and shall obligate the Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to an Owner Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Owner Assignee for the performance of all obligations assigned to the Owner Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Owner Assignee’s failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within fifteen (15) days after execution, Owner shall not be released until the City receives such copy of the assignment.

(c) No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) Owner shall maintain written records of all assignments made by Owner to Owner Assignees, including a copy of each executed assignment and the Owner Assignee’s Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.2 Assignment by the City. The City has the right (from time to time without the consent of Owner, but upon prior written Notice to Owner) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to Owner at least fifteen (15) days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who Owner may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, Owner agrees to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by Owner within fifteen (15) days after execution, the City shall not be released until Owner receives such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless Owner approves the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.3 Encumbrance by Owner and Assignees. Owner and Owner Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

9.4 Transfer of Warranties. Any Public Improvements that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Improvements.

9.5 Assignees as Parties. An assignee authorized in accordance with this Agreement, and for which notice of assignment has been provided in accordance with this Agreement, shall be considered a “Party” for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a “Owner” and have all of the obligations of the Owner as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

9.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE X

RECORDATION AND ESTOPPEL CERTIFICATES

10.1 Binding Obligations. This Agreement and all amendments hereto and assignments hereof shall be recorded in the deed records of Denton County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a Fully Developed and Improved Lot (an “End-Buyer”) and shall not negate the End-Buyer’s obligation to comply with the City’s Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

10.2 Estoppel Certificates. From time to time upon written request of the Owner, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Owner under this Agreement that are in default. The Owner shall pay the City \$500 at the time of the Owner’s request for an estoppel certificate for each request in excess of one (1) per calendar year.

ARTICLE XI

ADDITIONAL PROVISIONS

11.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by

11.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

With a copy to: Attn: Mindy L. Koehne
Coats Rose, P.C.
14755 Preston Road, Suite 600
Dallas, Texas 75254
Email: mkoehne@coatsrose.com

11.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

11.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

11.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

11.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

11.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Denton County District Court.

11.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

11.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise

hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

11.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Standards
Exhibit E	Public Improvements
Exhibit F	Elevation Requirements
Exhibit G	Open Space Plan

11.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement.

11.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

11.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Owner expressly amending the terms of this Agreement.

11.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

11.17 City Acknowledgment of Receipt of 1295 Form. Pursuant to Texas Government Code Section 2252.908, the City hereby acknowledges that Owner has delivered to the City signed and completed Texas Ethics Form 1295 and certifications of filing with the Texas Ethics Commission.

11.18 Certifications. Owner certifies:

- (a) Pursuant to Texas Government Code Chapter 2271, as amended, Owner verifies that at the time of execution and delivery of this Agreement and for the term of this

Agreement, neither Owner, its parent companies, nor its common-control affiliates currently boycott or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended; and

- (b) Pursuant to Texas Government Code, Chapter 2252, as amended, Owner represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither Owner, its parent companies, nor its common-control affiliates (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.
- (c) Pursuant to Chapter 2276 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session, and redesignated by House Bill 4595, 88th Texas Legislature, Regular Session), Owner certifies that it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and "boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.
- (d) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), Owner certifies that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

[signatures on following pages]

EXECUTED by the City and Owner on the respective dates stated below.

Date: June 27, 2024

CITY OF AUBREY, TEXAS

By: _____

Chris Rich, Mayor

ATTEST:

Jenny Hicks
Jenny Hicks, City Secretary



APPROVED AS TO FORM

Patricia Adams
Patricia Adams, Attorney for City

STATE OF TEXAS

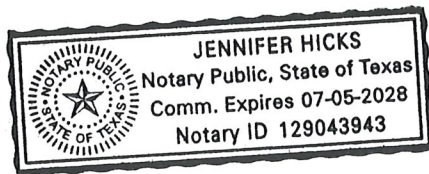
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§
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COUNTY OF DENTON

This instrument was acknowledged before me on the 27 day of June, 2024,
by Chris Rich, the Mayor of the City of Aubrey, Texas, on behalf of said City.

Jennifer Hicks
Notary Public in and for the State of Texas

(SEAL)



OWNER:

LENNAR HOMES OF TEXAS LAND AND
CONSTRUCTION, LTD.,
a Texas limited partnership

By: U.S. Home LLC,
a Delaware limited liability company
its General Partner

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 20__, personally appeared _____, _____ of U.S. Home LLC, a Delaware limited liability company, General Partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said limited partnership.

Notary Public in and for the State of Texas

(SEAL)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

EXHIBIT A

LEGAL DESCRIPTION

BEING a tract of land situated in the J. Bridges Jr. Survey, Abstract No. 36, City of Aubrey ETJ, Denton County, Texas, and being the remainder of a called 53.35 acre tract of land described in a deed to Sandra Gay Loyd, as recorded in Instrument No. 2015-76654 of the Official Records of Denton County, Texas, and affected by Termination/Reconveyance of Life Estates recorded in Instrument No. 2023-106643 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 53.35 acre tract, common to the northeast corner of Silverado Phase 6, according to the plat thereof recorded in Instrument No. 2021-153 of the Official Records of Denton County, Texas, same being on the current westerly right of way line of F.M. 2931, a variable width right of way;

THENCE North 88°56'21" West, departing the current westerly right of way line of said F.M. 2931, along the southerly line of said 53.35 acre tract, the northerly line of said Silverado Phase 6 and the northerly line of Silverado Phase 7, according to the plat thereof recorded in Instrument No. 2021-242 of the Official Records of Denton County, Texas, a distance of 2,464.96 feet to the southwest corner of said 53.35 acre tract, common to the northwest corner of said Silverado Phase 7, being on the easterly line of a tract of land described as Parcel 2, Tract 3 in a deed to Aubrey Aggregates LLC, as recorded in Instrument No. 2017-115329 of the Official Records of Denton County, Texas, and on the easterly line of a 50 foot wide City of Aubrey Easement and Right of Way recorded in Instrument No. 2020-76205 of the Official Records of Denton County, Texas, from which, a 5/8 inch iron rod found for witness bears North 25°02' East, 0.21 feet;

THENCE North 02°01'46" East, along the westerly line of said 53.35 acre tract, the easterly line of said Parcel 2, Tract 3 and the easterly line of said easement and right of way, a distance of 933.89 feet to the northwest corner of said 53.35 acre tract, common to the southwest corner of a called 55.30 acre tract of land described in a deed to ALCM Construction, LLC, as recorded in Instrument No. 2019-139804 of the Official Records of Denton County, Texas, from which, a 5/8 inch iron rod with plastic cap stamped "RPLS 4561" found for witness bears North 73°40' West, 0.23 feet;

THENCE South 89°20'47" East, departing the easterly line of said Parcel 2, Tract 3 and the easterly line of said easement and right of way, along the northerly line of said 53.35 acre tract, the southerly line of said 55.30 acre tract, and the southerly line of Pecan Creek Addition, Phase 1, according to the plat thereof recorded in Document No. 2020-349 of the Plat Records of Denton County, Texas, a distance of 1,606.55 feet to a 1/2 inch iron rod found for the northwest corner of a called 6.095 acre tract of land described in a deed to Britt Allen Loyd and April Diane Loyd, as recorded in Instrument No. 2018-15410 of the Official Records of Denton County, Texas;

THENCE South 00°41'47" West, departing the northerly line of said 53.35 acre tract and the southerly line of said Pecan Creek Addition, Phase 1, and along the westerly line of said 6.095 acre tract, a distance of 275.76 feet to a 5/8 inch iron rod with plastic cap stamped "RPLS 4561" found for the southwest corner of said 6.095 acre tract;

THENCE South 86°08'34" East, along the southerly line of said 6.095 acre tract, a distance of 684.10 feet to a 5/8 inch iron rod with plastic cap stamped "RPLS 4561" found for corner;

THENCE South 65°22'48" East, continuing along the southerly line of said 6.095 acre tract, a distance of 188.91 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 6.095 acre tract, being on the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931;

THENCE South 02°38'59" West, along the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931, a distance of 0.42 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

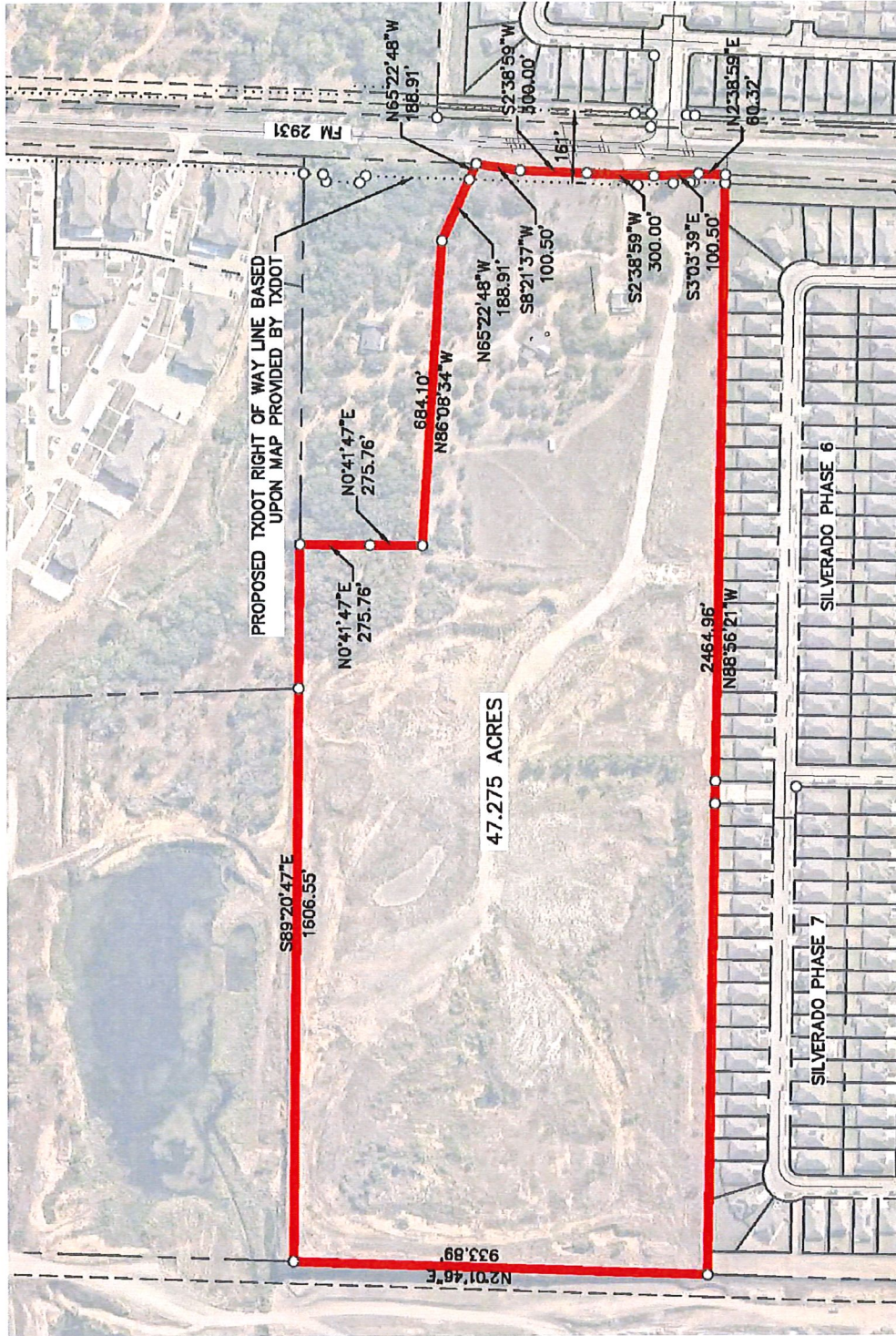
THENCE South 08°21'37" West, continuing along the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931, a distance of 100.50 feet to a 5/8 inch iron rod found for corner;

THENCE South 02°38'59" West, continuing along the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931, a distance of 300.00 feet to a point for corner, from which, a 5/8 inch iron rod found for witness bears South 79°05' East, 0.46 feet;

THENCE South 03°03'39" East, continuing along the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931, a distance of 100.50 feet to a 5/8 inch iron rod found for corner;

THENCE South 02°38'59" West, continuing along the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931, a distance of 60.32 feet to the **POINT OF BEGINNING** and containing 47.275 acres (2,059,294 square feet) of land, more or less.

EXHIBIT B DEPICTION OF THE PROPERTY



Kimley»Horn

6161 Walnut Parkway, Suite 210
Pico, Texas 76874
(972) 336-3500
State of Texas Registration No. F-528
We and our staff are committed to providing the highest quality of service to our clients.

EXHIBIT B
Property Exhibit
Aubrey, Texas
January 2024

NOTED BY: [Signature]
DATE: 1/18/2024 2:41 PM
FILED: 1/18/2024 1:55 PM
AUBREY BOVD/CAD/FIELD/ANALYST/JONAS COBERTS/LOTO TRACT - ZONING EXHIBIT/OWN

EXHIBIT C **CONCEPT PLAN**



EXHIBIT D **DEVELOPMENT STANDARDS**

Exhibit D - Development Standards.

1.1 Development Standards

The purpose and intent of these Development Standards are to provide quality subdivision development with residential uses for the Property. Capitalized terms not otherwise defined in Exhibit D have meanings given such terms in the Development Agreement to which Exhibit D is attached.

All streets, sidewalks, drainage ways, water and sewer lines, and improvements shall be designed, placed, and constructed in accordance with the Standard Specifications for City of Aubrey, North Central Texas Council of Government (NCTCOG), with all amendments thereto, except as amended or directly conflicted by these Development Standards. To the extent that there is a direct conflict between the regulations herein, and those found elsewhere, the regulations found herein shall control development within this property.

1.2 General Regulations

- a. All regulations for The Loyd Property not redefined by these Planned Development Standards shall conform to the regulations set forth in the City of Aubrey Zoning Ordinance with base zoning SF75 – Single Family Residential District and GR – General Retail.
- b. The Loyd Property shall comply with the Subdivision Ordinance as it exists on the effective date of this agreement, or as amended.
- c. A homeowners association shall be established and shall be responsible for the ownership and maintenance of all Common Areas.
- d. The maximum number of single-family residential lots within this development shall be 300. The layout for this development is shown on Exhibit C, Concept Plan.
- e. Residential street sections shall be 31' B-B and commercial collector streets shall be 37' B-B.
- f. Early Grading Permit. Owner will be granted an early grading permit following the submission of the following to the City: response to the first round of civil engineering comments and the SWPPP. Owner acknowledges the grading permit is an "at-risk" permit, and that revisions to the civil engineering drawings and grading operations due to subsequent City comments or revisions by Engineer of Record may be necessary.
- g. Construction Permit. The City shall review and approve construction plans prior to annexation, zoning, and preliminary plat approval. Owner may commence construction prior to annexation, zoning, and preliminary plat approval, so long as such construction is consistent with the terms of the Development Agreement and associated exhibits; however, final acceptance by the City of any improvements shall not occur until after annexation, zoning, and preliminary plat approval have occurred.
- h. A minimum of 30 off-street parking stalls shall be provided throughout the development.

1.3 Planned Development Regulations.

Single-Family. The following regulations will govern the design and development of the Property. The following lot standards shall apply:

a) SF-75 or as outlined herein:

Regulation	Criteria
1. Minimum Lot Size -	3,000 S.F.
2. Minimum Lot Width (*) -	30 feet
3. Minimum Lot Depth (**) -	110 feet
4. Minimum Front Yard Setback -	25 feet
5. Minimum Garage Setback -	25 feet
6. Side Yard Setback (Interior Lot) -	5 feet
7. Side Yard Setback (Corner Lot/Adjacent to ROW) -	10 feet
8. Rear Yard Setback -	15 feet
9. Maximum Height -	35 feet
10. Minimum Structure Size -	1,000 sf
11. Maximum Lot Coverage (***) -	65 percent

* Minimum Lot Width is measured along the front building line for all lots.

** Minimum Lot Depth along a "knuckle" or "cul-de-sac" shall be 90 feet. Minimum Rear yard Setback along a "knuckle" or "cul-de-sac" shall be 5 feet.

*** Maximum Lot Coverage percentage shall be exclusive of gazebos, pools, and outdoor living areas.

Garages: Each single-family dwelling unit shall provide a minimum one stall garage.

Commercial. This tract is intended to accommodate nonresidential uses following the City of Aubrey's GR – General Retail zoning classification.

- a. Permitted Uses – The commercial tract shall develop under the provisions of the GR – General Retail Zoning District as outlined in Zoning Ordinance No. 135-87, as it currently exists, or as amended.
- b. The Northern Commercial tract shall be dedicated to the City, with a base zoning district of GR – General Retail and allow for Government Uses and Food Truck Park . The minimum lot depth shall be 100' measured at the midpoint of the lot. No buffer yard along the northern property boundary is required.
- c. Variety stores are prohibited. Variety stores are defined as a store which sells at retail, an assortment of physical goods, products, or merchandise directly to the consumer, including food or beverages for off-premises consumption, household products, personal grooming and health products, and other consumer goods.

1.4 Block Lengths

The following block length requirements shall apply to the subject development. In general, intersecting streets determining the block length and widths shall be provided at such intervals as to serve cross traffic adequately and to meet existing streets. Where no existing subdivision establishes control, the block lengths shall not exceed those enumerated below. However, in cases where physical barriers or property ownership creates conditions where it is appropriate that these standards be varied by the Planning and Zoning Commission, the length may be increased or decreased to meet the existing conditions, having due regard for connecting streets, circulation of traffic and public safety.

- a. Interior Block Length – No block face may be longer than fourteen hundred feet (1400'); however, Open Space with a width greater than forty feet (40') will be deemed to terminate a block face. Block face is measured along the Right-of-Way line.
- b. Perimeter Block Length – Along the perimeter of the property the block face may be extended to two-thousand feet (2000'); however, Open Space with a width greater than forty feet (40') will be deemed to terminate a block face. Block face is measured along the Right-of-Way line.

1.5 Front Yard Landscaping Minimum Requirements. The following landscaping requirements shall apply to the subject development for all front yards.

1. Trees. A minimum of one (1) – three-inch (3") caliper tree shall be provided measured twelve-inches (12") from the ground. The following tree shall be acceptable:
 - a. Pecan
 - b. Cedar Elm
 - c. Texas Red
 - d. Southern Live Oak
 - e. Bur Oak
 - f. Western Soapberry
 - g. Texas Ash
 - h. American Elm
 - i. Chinkapin Oak
 - j. Lacey Oak
 - k. Shumard Red Oak
 - l. Caddo Sugar Maple
 - m. Bald Cypress
 - n. Chinese Pistache
 - o. Lacebark Elm
 - p. Southern Magnolia
2. Shrubs. A minimum of ten (10) three-gallon to five-gallon shrubs shall be provided. The following shrubs and ornamental grasses shall be acceptable:
 - a. Agarita
 - b. American Beautyberry

- c. Coral Berry
- d. Texas Nolina
- e. Red Yucca
- f. Skeletonleaf
- g. Goldeneye
- h. Texas Sage
- i. Japanese Barberry
- j. Pampas Grass
- k. Compact Abelia
- l. Glossy Abelia
- m. Nellie R. Stevens Holly
- n. Dwarf Buford Holly
- o. Dwarf Yaupon
- p. Autumn Sage
- q. Mexican Bush Sage
- r. Russian Sage
- s. Japanese Privet
- t. Variegated Privet
- u. Japanese Boxwood
- v. Indian Hawthorn
- w. Rosemary
- x. Pink Muhly
- y. Mexican Feather Grass
- z. Purple Fountain Grass
- aa. Sea Green Juniper
- bb. Yucca

- 3. Lawn. Sod is required.
- 4. Irrigation. Irrigation is required.

1.6 Exterior Wall Masonry

- a. **Residential Structures.** All exterior walls of the residential structures, excluding doors, windows, and window units shall be masonry. Masonry product shall include stone, brick, cultured stone and cementitious materials such as HardiPlank and stucco.
- b. **Commercial Structures.** All exterior walls of commercial structures, excluding doors, windows, and architectural features, shall be comprised of one hundred percent (100%) masonry product. Masonry product shall include stone, brick, cultured stone and cementitious materials such as HardiPlank and stucco. HardiPlank material shall be limited to fifty percent (50%) of the total amount of any exterior wall.

1.7 Fencing Minimum Requirements. The following requirements shall apply to the subject development for all fencing.

1. Fencing for lots adjacent to open spaces. All lots adjacent to the dog park and playground shall have four-foot (4') in height tubular steel or wrought iron fencing as shown on Exhibit G – Open Space Plan. Wooden privacy fencing shall not be allowed for these lots. Landscaping adjacent to the fencing is allowed, but not required.
2. Fencing for interior lots not adjacent to open spaces. All lots that are not adjacent to open spaces shall provide wooden privacy fencing. Fence shall be six-foot (6') in height with four-inch (4") cedar pickets that are pre-stained. Fence shall be constructed with galvanized fence posts and hardware. Fence does not have to be board on board style construction.
3. Screening adjacent to Silverado Parkway. Subdivision fencing/screening along perimeter roadways shall be constructed of masonry (brick, stone, or split face concrete block), with masonry columns. Screening shall be six-foot (6') in height. Masonry columns shall be constructed on a maximum spacing of one-hundred feet (100') on center. The screen wall shall be owned and maintained by the HOA.
4. Screening adjacent to commercial uses. Screening between residential and commercial uses shall be constructed of masonry (brick, stone, or split face concrete block) with masonry columns as shown on Exhibit G – Open Space Plan. Screening shall be a minimum six-foot (6') in height. Masonry columns shall be constructed on a maximum spacing of one-hundred feet (100') on center. The Development that is constructed first shall be responsible for the construction of the masonry screening whether it is the commercial or residential use. No screening is required on the northern General Retail lot. Screen walls are to be owned and maintained by the HOA.
5. Lift Station. The lift station shall fencing/screening shall be constructed of masonry (brick, stone, or split face concrete block), with masonry columns. Screening shall be eight-foot (8') in height with a metal access gate per TCEQ and Mustang SUD requirements. Masonry columns shall be constructed on a maximum spacing of one-hundred feet (100') on center. The screen wall shall be owned and maintained by the HOA.

1.8 Entry Monumentation

1. Entry Monument. The primary monument sign adjacent to FM 2931 shall not exceed a height of eight feet in height, with a maximum area of 250 square feet. The monument sign shall consist of masonry stone or brick. The sign shall be located within the drive median within an HOA lot. A secondary monument adjacent to Silverado Parkway may be free standing or integrated into the screen wall.
2. Visibility. Monument signs shall not be placed within visibility triangles or corner clips as defined in the City's Technical Standards and Specifications (TCSS) Manual.

EXHIBIT F
ELEVATION REQUIREMENTS



1,203 – 1,550
Sq. ft.
3 – 4
Bedrooms

2.5
Bathrooms
Stone, Brick,
Cultured Stone,
Stucco,
Cementitious
HardiPlank Masonry

LENNAR Kimley»Horn

THE WELLTON COLLECTION: 30' LOTS **LOYD RANCH**

EXHIBIT G
OPEN SPACE PLAN





City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Consider and act on an Ordinance annexing approximately 53.26 acre tract of land being the hereinafter described territory known as the full right-of-way width of FM 2931, beginning north of the intersection of FM 2931 and Frontier Parkway, continuing north to the intersection of FM 2931 and Spring Hill Road, and any additional adjacent right-of-way, Denton County, Texas; and extending the boundary limits of the City so as to include the described property.

Staff Contact

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

Summary

This item is the consideration of the ordinance that will annex FM 2931 from a beginning point north of the intersection of FM 2931 and Frontier Parkway, continuing north to the intersection of FM 2931 and Spring Hill Road, and including any additional adjacent right-of-way

Financial Summary

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to Approve the Annexation Ordinance

CITY OF AUBREY, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED PROPERTY CONSISTING OF AN APPROXIMATE 53.26 ACRE TRACT OF LAND, BEING THE FULL RIGHT-OF-WAY WIDTH FM 2931, BEGINNING NORTH OF THE INTERSECTION OF FM 2931 AND FRONTIER PARKWAY, CONTINUING NORTH TO THE INTERSECTION OF FM 2931 AND SPRING HILL ROAD, AND ANY ADDITIONAL ADJACENT RIGHT-OF-WAY, DENTON COUNTY, TEXAS; AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF AUBREY, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey (the “City”) is a municipal corporation located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City desires to annex the certain property described and depicted in **Exhibit “A”**, attached and incorporated as if set forth fully herein (the “Property”); and

WHEREAS, in accordance with Section 43.003 and Section 43.1055 of the Texas Local Government Code, the City now desires to annex a 53.26 acre tract of land, being the full right-of-way width of FM 2931, beginning north of the intersection of FM 2931 and Frontier Parkway, continuing north to the intersection of FM 2931 and Spring Hill Road, and any additional adjacent right-of-way, Denton County, Texas; and

WHEREAS, two public hearings were conducted in accordance with Section 43.063 of the Texas Local Government Code, on August 22, 2024 and August 28, 2024 to consider the annexation of the Property; and

WHEREAS, any and all required written notices were timely sent to all property owners and others entitled to same; and

WHEREAS, the notice of the public hearings was published in *The Post-Signal* a newspaper of general circulation within the City, on August 9, 2024, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City's internet website; and

WHEREAS, the City Council has investigated into, has determined and officially finds that no part of the Property is within the ETJ of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City's limits, the City Council has found and incorporates herein its finding that surrounding the area is in the public interest; and

WHEREAS, the City acknowledges that it shall provide services to the Property deemed necessary in the service plan in **Exhibit "B"**, attached hereto and incorporated as if fully set forth herein, in accordance with Section 43.065 of the Texas Local Government Code; and

WHEREAS, the City Council finds and determines that annexation of the Property as requested by the property owner is in the best interests of the citizens of the City and the owners and residents of the area.

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

Section 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. Official City Map Amended.

2.01. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.

2.02. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

Section 3. Annexation of Area. The Property, and any and all adjacent rights-of-way, are hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

Section 4. Filing of Ordinance Required. The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies.

Section 5. Effect on Territory. From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City, and subject to the service plan referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

Section 6. Cumulative Repealer/Savings. All provisions of any Ordinance in conflict with this Ordinance are hereby repealed, but such repeal shall not abate any pending prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining provisions shall remain in full force and effect.

Section 7. Severability. Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Aubrey hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 8. Engrossment and Enrollment. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the City Council and by filing this Ordinance in the ordinance records of the City.

Section 9. Effective Date. This Ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED by the City Council of the City of Aubrey, Texas this the 26th day of September, 2024.

CHRIS RICH
MAYOR

ATTEST:

JENNY HICKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

Exhibit "A"

Property Legal Description and Depiction

FM 2931 Annexation Tract
9/13/2024

Denton County

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

FOR ANNEXATION INTO THE CITY LIMITS OF THE CITY OF AUBREY, TEXAS IN THE F. H. POLLARD SURVEY, ABSTRACT 995, THE F. TREVINO SURVEY, ABSTRACT NO. 1243, THE WM. LUMPKIN SURVEY, ABSTRACT NO. 730, AND THE J. BRIDGES SURVEY, ABSTRACT NO. 36, DENTON COUNTY, TEXAS

Being a 53.26 acre tract of land, for annexation into the City Limits of the City of Aubrey, Texas, and being the full right-of-way width of Farm to Market Road 2931 (FM 2931) (a variable width right-of-way) as it exists today, or as it may exist in the future, said 53.26 acre tract, in the F. H. Pollard Survey, Abstract No. 995, the F. Trevino Survey, Abstract No. 1243, the WM. Lumpkin Survey, Abstract No. 730, and the J. Bridges Survey, Abstract No. 36, Denton County, Texas, being more particularly described as follows:

BEGINNING at a point for corner, said point being on the south right-of-way (ROW) line of FM 428 (a variable width right-of-way), and the west right-of-way line of said FM 2931, said point also being on the Existing City Limits of the City of Aubrey as established by said Aubrey annexation ORD. 220, dated 3/15/1996 and recorded in Instrument Number 1996-19494 of the Deed Records of Denton County, Texas (D.R.D.C.T.);

THENCE, S02°06'43"W, along the west right-of-way line of FM 2931, a distance of 30.71 feet to a point for corner;

THENCE, S87°58'47"E, continuing along the west right-of-way line of said FM 2931, a distance of 43.84 feet to a point for corner;

THENCE, S40°20'51"E, along the west right-of-way line of FM 2931, a distance of 78.30 feet to a point for corner, said point also being the beginning of a curve to left, having a central angle of 05 degrees 30 minutes 12 seconds, a radius of 3118.53 feet and being subtended by a chord bearing of S04°31'59"W, a chord distance of 299.43 feet;

THENCE, along the west right-of-way line of said FM 2931, and along said curve to the left, an arc distance of 299.54 feet to a point for corner;

THENCE, S01°46'53"W, continuing along the west right-of-way line of said FM 2931, a distance of 77.52 feet to a point for corner;

THENCE, S00°43'59"W, continuing along the west right-of-way line of said FM 2931, a distance of 327.92 feet to a point for corner;

THENCE, S01°46'53"W, continuing along the west right-of-way line of said FM 2931, a distance of 619.16 feet to a point for corner;

THENCE, S19°00'18"W, continuing along the west right-of-way line of said FM 2931, a distance of 104.68 feet to a point for corner;

THENCE, S01°46'53"W, along the west right-of-way line of FM 2931, a distance of 127.27 feet to a point for corner, said point also being the beginning of a curve to left, having a central angle of 04 degrees 37 minutes 19 seconds, a radius of 3870.92 feet and being subtended by a chord bearing of S00°31'46"E, a chord distance of 312.18 feet;

THENCE, along the west right-of-way line of said FM 2931, and along said curve to the left, an arc distance of 312.26 feet to a point for corner;

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
FOR ANNEXATION INTO THE CITY LIMITS OF THE CITY OF AUBREY, TEXAS
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ABSTRACT NO. 1243, THE WM. LUMPKIN SURVEY, ABSTRACT NO. 730, AND THE
J. BRIDGES SURVEY, ABSTRACT NO. 36, DENTON COUNTY, TEXAS

THENCE, S02°50'26"E, continuing along the west right-of-way line of said FM 2931, a distance of 268.55 feet to a point for corner;

THENCE, S24°15'13"E, continuing along the west right-of-way line of said FM 2931, a distance of 83.03 feet to a point for corner;

THENCE, S01°24'32"W, continuing along the west right-of-way line of said FM 2931, a distance of 120.94 feet to a point for corner;

THENCE, S04°52'49"E, continuing along the west right-of-way line of said FM 2931, a distance of 95.62 feet to a point for corner;

THENCE, S02°04'25"W, continuing along the west right-of-way line of said FM 2931, a distance of 195.07 feet to a point for corner,;

THENCE, S46°50'29"W, continuing along the west right-of-way line of said FM 2931, a distance of 14.39 feet to a point for corner;

THENCE, S01°50'29"W, continuing along the west right-of-way line of said FM 2931, a distance of 32.00 feet to a point for corner;

THENCE, S43°09'31"E, continuing along the west right-of-way line of said FM 2931, a distance of 14.36 feet to a point for corner;

THENCE, S01°53'01"W, continuing along the west right-of-way line of said FM 2931, a distance of 1155.57 feet to a point for corner;

THENCE, S07°06'49"W, continuing along the west right-of-way line of said FM 2931, a distance of 66.08 feet to a point;

THENCE, S46°50'29"W, continuing along the west right-of-way line of said FM 2931, a distance of 18.71 feet to a point for corner;

THENCE, S01°50'29"W, continuing along the west right-of-way line of said FM 2931, a distance of 34.33 feet to a point for corner;

THENCE, S43°09'31"E, continuing along the west right-of-way line of said FM 2931, a distance of 8.04 feet to a point for corner;

THENCE, S02°45'49"W, continuing along the west right-of-way line of said FM 2931, a distance of 289.36 feet to a point for corner;

THENCE, S01°46'53"W, continuing along the west right-of-way line of said FM 2931, a distance of 158.06 feet to a point for corner;

THENCE, S46°48'18"W, continuing along the west right-of-way line of said FM 2931, a distance of 74.91 feet to a point for corner;

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J. BRIDGES SURVEY, ABSTRACT NO. 36, DENTON COUNTY, TEXAS

THENCE, S44°27'59"E continuing along the west right-of-way line of said FM 2931, a distance of 89.97 feet to a point for corner;

THENCE, S01°46'53"W, continuing along the west right-of-way line of said FM 2931, a distance of 195.29 feet to a point for corner;

THENCE, S14°39'59"W, continuing along the west right-of-way line of said FM 2931, a distance of 54.41 feet to a point for corner;

THENCE, S02°20'31"W, continuing along the west right-of-way line of said FM 2931, a distance of 269.54 feet to a point for corner;

THENCE, S03°40'27"E, continuing along the west right-of-way line of said FM 2931, a distance of 211.81 feet to a point for corner;

THENCE, S01°51'00"W, continuing along the west right-of-way line of said FM 2931, a distance of 1041.25 feet to a point for corner;

THENCE, N88°11'41"W, continuing along the west right-of-way line of said FM 2931, a distance of 10.00 feet to a point for corner;

THENCE, S01°53'17"W, continuing along the west right-of-way line of said FM 2931, a distance of 263.95 feet to a point for corner;

THENCE, S88°05'34"E, continuing along the west right-of-way line of said FM 2931, a distance of 10.00 feet to a point for corner;

THENCE, S01°53'18"W, continuing along the west right-of-way line of said FM 2931, a distance of 1084.29 feet to a point for corner;

THENCE, S07°30'41"W, continuing along the west right-of-way line of said FM 2931, a distance of 100.46 feet to a point for corner;

THENCE, S01°48'23"W, continuing along the west right-of-way line of said FM 2931, a distance of 172.52 feet to a point for corner;

THENCE, S46°40'51"W, continuing along the west right-of-way line of said FM 2931, a distance of 84.74 feet to a point for corner;

THENCE, S44°02'05"E, continuing along the west right-of-way line of said FM 2931, a distance of 97.13 feet to a point for corner;

THENCE, S01°48'24"W, continuing along the west right-of-way line of said FM 2931, a distance of 378.46 feet to a point for corner;

THENCE, S46°50'29"W, continuing along the west right-of-way line of said FM 2931, a distance of 26.24 feet to a point for corner;

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ABSTRACT NO. 1243, THE WM. LUMPKIN SURVEY, ABSTRACT NO. 730, AND THE
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THENCE, S01°50'29"W, continuing along the west right-of-way line of said FM 2931, a distance of 59.32 feet to a point for corner;

THENCE, S43°09'31"E, continuing along the west right-of-way line of said FM 2931, a distance of 26.29 feet to a point for corner;

THENCE, S01°51'39"W, continuing along the west right-of-way line of said FM 2931, a distance of 1009.27 feet to a point for corner;

THENCE, S46°50'29"W, continuing along the west right-of-way line of said FM 2931, a distance of 16.73 feet to a point for corner;

THENCE, S01°46'53"W, continuing along the west right-of-way line of said FM 2931, a distance of 42.61 feet to a point for corner, said point also being the beginning of a curve to right, having a central angle of 13 degrees 30 minutes 33 seconds, a radius of 1086.34 feet and being subtended by a chord bearing of S08°32'10"W, a chord distance of 255.54;

THENCE, along the west right-of-way line of said FM 2931, and along said curve to the right, an arc distance of 256.14 feet to a point for corner;

THENCE, S54°26'55"W, continuing along the west right-of-way line of said FM 2931, a distance of 87.47 feet to a point for corner;

THENCE, S34°07'31"E, continuing along the west right-of-way line of said FM 2931, a distance of 82.99 feet to a point for corner, said point also being the beginning of a curve to right, having a central angle of 06 degrees 45 minutes 26 seconds, a radius of 1000.38 feet and being subtended by a chord bearing of S24°00'04"W, a chord distance of 117.91 feet;

THENCE, along the west right-of-way line of said FM 2931, and along said curve to the right, an arc distance of 117.98 feet to a point for corner;

THENCE, S27°17'35"W, continuing along the west right-of-way line of said FM 2931, a distance of 192.93 feet to a point for corner;

THENCE, S47°41'58"W, continuing along the west right-of-way line of said FM 2931, a distance of 102.91 feet to a point for corner;

THENCE, S32°33'25"W, continuing along the west right-of-way line of said FM 2931, a distance of 201.21 feet to a point for corner, said point also being the beginning of a curve to left, having a central angle of 14 degrees 00 minutes 23 seconds, a radius of 1190.32 feet and being subtended by a chord bearing of S25°33'14"W, a chord distance of 290.26 feet;

THENCE, along the west right-of-way line of said FM 2931, and along the said curve to the left, an arc distance of 290.98 feet to a point for corner;

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THENCE, S14°38'02"E, continuing along the west right-of-way line of said FM 2931, a distance of 54.62 feet to a point for corner, said point also being the beginning of a curve to left, having a central angle of 14 degrees 11 minutes 15 seconds, a radius of 1161.33 feet and being subtended by a chord bearing of S09°12'04"W, a chord distance of 286.83 feet;

THENCE, along the west right-of-way line of said FM 2931, and along the said curve to the left, an arc distance of 287.57 feet to a point for corner;

THENCE, S32°00'23"W, continuing along the west right-of-way line of said FM 2931, a distance of 18.05 feet to a point for corner;

THENCE, S02°06'26"W, continuing along the west right-of-way line of said FM 2931, a distance of 1096.82 feet to a point for corner;

THENCE, S04°07'52"E, continuing along the west right-of-way line of said FM 2931, a distance of 98.93 feet to a point for corner, said point also being on the Existing Unincorporated City Limits of the City of Aubrey as established by Aubrey annexation ORD. 750, dated 7/26/2022, and recorded in Instrument Number 2022-113314 of the Official Public Records of Denton County, Texas (O.P.R.D.C.T.) same being the northeast corner of City of Aubrey annexation ORD. 772, dated 2/9/2023 and recorded in Instrument Number 2023-11677 of the Official Public Records of Denton County, Texas (O.P.R.D.C.T.), dedication as shown on the Pecan Creek Addition, Phase 1, an addition to the City of Aubrey, by plat recorded in Document Number 2020-349, P.R.D.C.T.

THENCE, S88°35'28"E, continuing along the north City Limits of the City of Aubrey as established by Aubrey annexation ORD. 772, dated 2/9/2023, a distance of 25.01 feet to a point for corner;

THENCE, S87°23'36"E, continuing along the north City Limits to a northeast corner of the City of Aubrey as established by Aubrey annexation ORD. 772, dated 2/9/2023, a distance of 100.00 feet to a point for corner;

THENCE, S02°39'16"W, continuing along the east City Limits to a southeast corner of the City of Aubrey as established by Aubrey annexation ORD. 772, dated 2/9/2023, a distance of 1029.18 feet to a point for corner;

THENCE, N87°20'44"W, continuing along the south City Limits of the City of Aubrey as established by Aubrey annexation ORD. 772, dated 2/9/2023, a distance of 100.00 feet to a point for corner;

THENCE, N02°39'16"E, continuing along the west City Limits of the City of Aubrey as established by Aubrey annexation ORD. 772, dated 2/9/2023, a distance of 299.75 feet to a point for corner;

THENCE, N 89°21'00"W, continuing along the south City Limits to a corner of the City of Aubrey, a distance of 25.02 feet to a point for corner, said point also on the Existing Unincorporated City Limits of the City of Aubrey as established by Aubrey annexation ORD. 750, dated 7/26/2022, same being the southwest corner of City of Aubrey annexation ORD. 772, dated 2/9/2023, dedication as shown on the Pecan Creek Addition, Phase 1, an addition to the City of Aubrey, by plat recorded in Document Number 2020-349, P.R.D.C.T.

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION

**FOR ANNEXATION INTO THE CITY LIMITS OF THE CITY OF AUBREY, TEXAS
IN THE F. H. POLLARD SURVEY, ABSTRACT 995, THE F. TREVINO SURVEY,
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J. BRIDGES SURVEY, ABSTRACT NO. 36, DENTON COUNTY, TEXAS**

THENCE, S31°19'32"W, continuing along the west right-of-way line of said FM 2931, and being along the west line of said right-of-way dedication, a distance of 58.95 feet to a point for corner;

THENCE, S02°06'26"W, continuing along the west right-of-way line of said FM 2931, a distance of 75.72 feet to a point for corner;

THENCE, S47°48'17"E, continuing along the west right-of-way line of said FM 2931, a distance of 20.26 feet to a point for corner;

THENCE, S02°06'26"W, continuing along the west right-of-way line of said FM 2931, a distance of 613.87 feet to a point for corner;

THENCE, S03°01'33"E, continuing along the west right-of-way line of said FM 2931, a distance of 126.84 feet to a point for corner;

THENCE, S02°28'11"W, continuing along the west right-of-way line of said FM 2931, a distance of 68.84 feet to a point for corner;

THENCE, S87°12'16"E, along the south line of said right-of-way dedication, and continuing across the right-of-way of said FM 2931, a distance of 16.56 feet to a point for corner on the east right-of-way line of said FM 2931;

THENCE, S87°20'17"E, along the south line of said right-of-way dedication, and continuing across the right-of-way of said FM 2931, a distance of 100.04 feet to a point for corner on the east right-of-way line of said FM 2931;

THENCE, S87°11'47"E, along the south line of said right-of-way dedication, and continuing across the right-of-way of said FM 2931, a distance of 32.13 feet to a point for corner on the southeast right-of-way line of said FM 2931;

THENCE, N02°48'13"E, continuing along the east right-of-way line of said FM 2931, a distance of 72.69 feet to a point for corner;

THENCE, N50°04'32"E, continuing along the east right-of-way line of said FM 2931, a distance of 41.87 feet to a point for corner;

THENCE, N02°48'16"E, continuing along the east right-of-way line of said FM 2931, a distance of 47.55 feet to a point for corner;

THENCE, N25°40'23"W, continuing along the east right-of-way line of said FM 2931, a distance of 68.05 feet to a point for corner;

THENCE, N02°06'26"E, continuing along the east right-of-way line of said FM 2931, a distance of 440.44 feet to a point for corner;

THENCE, N11°26'57"E, continuing along the east right-of-way line of said FM 2931, a distance of 123.19 feet to a point for corner;

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THENCE, N66°24'25"E, continuing along the east right-of-way line of said FM 2931, a distance of 22.19 feet to a point for corner;

THENCE, N02°06'26"E, continuing along the east right-of-way line of said FM 2931, a distance of 62.28 feet to a point for corner;

THENCE, N54°46'48"W, continuing along the east right-of-way line of said FM 2931, a distance of 23.87 feet to a point for corner;

THENCE, N02°06'26"E, continuing along the east right-of-way line of said FM 2931, a distance of 297.96 feet to a point for corner;

THENCE, N14°11'43"W, continuing along the east right-of-way line of said FM 2931, a distance of 71.24 feet to a point for corner;

THENCE, N02°06'26"E, continuing along the east right-of-way line of said FM 2931, a distance of 1604.37 feet to a point for corner;

THENCE, N47°06'26"E, continuing along the east right-of-way line of said FM 2931, a distance of 14.14 feet to a point for corner;

THENCE, N02°06'26"E, continuing along the east right-of-way line of said FM 2931, a distance of 23.83 feet to a point for corner;

THENCE, N42°53'34"W, continuing along the east right-of-way line of said FM 2931, a distance of 14.14 feet to a point for corner;

THENCE, N02°06'26"E, continuing along the east right-of-way line of said FM 2931, a distance of 46.79 feet to a point for corner, said point also being the beginning of a curve to right, having a central angle of 30 degrees 26 minutes 53 seconds, a radius of 1095.35 feet and being subtended by a chord bearing of N17°19'52"E, a chord distance of 535.35 feet;

THENCE, along the east right-of-way line of said FM 2931, and along said curve to the right, an arc distance of 541.70 feet to a point for corner;

THENCE, N32°33'25"E, continuing along the east right-of-way line of said FM 2931, a distance of 199.39 feet to a point for corner;

THENCE, N51°42'48"E, continuing along the east right-of-way line of said FM 2931, a distance of 213.32 feet to a point for corner, said point also being the beginning of a curve to left, having a central angle of 30 degrees 46 minutes 03 seconds, a radius of 1330.55 feet and being subtended by a chord bearing of N17°10'08"E, a chord distance of 705.94 feet;

THENCE, along the east right-of-way line of said FM 2931, and along said curve to the left, an arc distance of 714.50 feet to a point for corner;

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THENCE, N15°14'12"W, continuing along the east right-of-way line of said FM 2931, a distance of 170.84 feet to a point for corner;

THENCE, N01°46'53"E, continuing along the east right-of-way line of said FM 2931, a distance of 812.52 feet to a point for corner;

THENCE, N46°46'53"E, continuing along the east right-of-way line of said FM 2931, a distance of 28.28 feet to a point corner;

THENCE, N01°46'53"E, continuing along the east right-of-way line of said FM 2931, a distance of 631.73 feet to a point for corner;

THENCE, N43°13'07"W, continuing along the east right-of-way line of said FM 2931, a distance of 28.28 feet to a point for corner;

THENCE, N01°46'53"E, continuing along the east right-of-way line of said FM 2931, a distance of 1856.91 feet to a point for corner;

THENCE, N09°45'20"W, continuing along the east right-of-way line of said FM 2931 a distance of 99.98 feet to a point for corner;

THENCE, N01°46'53"E, continuing along the east right-of-way line of said FM 2931, a distance 287.09 feet to a point for corner, said point also being the beginning of a curve to right, having a central angle of 01 degrees 53 minutes 38 seconds, a radius of 6549.51 feet and being subtended by a chord bearing of N00°50'04"E, a chord distance of 216.48 feet;

THENCE, along the east right-of-way line of said FM 2931, and along said curve to the right, an arc distance of 216.48 feet to a point for corner;

THENCE, N01°57'33"E, continuing along the east right-of-way line of said FM 2931, a distance of 629.24 feet to a point for corner;

THENCE, N86°11'58"E, continuing along the east right-of-way line of said FM 2931, a distance of 20.10 feet to a point for corner;

THENCE, N00°27'34"E, continuing along the east right-of-way line of said FM 2931, a distance of 124.13 feet to a point for corner;

THENCE, N88°05'34"W, continuing along the east right-of-way line of said FM 2931, a distance of 20.00 feet to a point for corner;

THENCE, N00°29'02"E, continuing along the east right-of-way line of said FM 2931, a distance of 747.27 feet to a point for corner;

THENCE, N45°47'57"E, continuing along the east right-of-way line of said FM 2931, a distance of 8.16 feet to a point for corner;

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
FOR ANNEXATION INTO THE CITY LIMITS OF THE CITY OF AUBREY, TEXAS
IN THE F. H. POLLARD SURVEY, ABSTRACT 995, THE F. TREVINO SURVEY,
ABSTRACT NO. 1243, THE WM. LUMPKIN SURVEY, ABSTRACT NO. 730, AND THE
J. BRIDGES SURVEY, ABSTRACT NO. 36, DENTON COUNTY, TEXAS

THENCE, N00°47'57"E, continuing along the east right-of-way line of said FM 2931, a distance of 49.97 feet to a point for corner;

THENCE, N44°12'03"W, continuing along the east right-of-way line of said FM 2931, a distance of 14.28 feet to a point for corner;

THENCE, N01°46'53"E, continuing along the east right-of-way line of said FM 2931, a distance of 174.29 feet to a point for corner;

THENCE, N06°29'42"E, continuing along the east right-of-way line of said FM 2931, a distance of 166.02 feet to a point for corner;

THENCE, N02°59'09"E, continuing along the east right-of-way line of said FM 2931, a distance of 497.81 feet to a point for corner;

THENCE, N00°21'10"E, continuing along the east right-of-way line of said FM 2931, a distance of 234.15 feet to a point for corner;

THENCE, N06°43'57"E, continuing along the east right-of-way line of said FM 2931, a distance of 349.07 feet to a point for corner;

THENCE, N04°30'55"W, continuing along the east right-of-way line of said FM 2931, a distance of 204.36 feet to a point for corner;

THENCE, N03°29'06"W, continuing along the east right-of-way line of said FM 2931, a distance of 338.42 feet to a point for corner;

THENCE, N01°33'52"W, continuing along the east right-of-way line of said FM 2931, a distance of 191.40 feet to a point for corner;

THENCE, N71°56'35"E, continuing along the east right-of-way line of said FM 2931, a distance of 39.61 feet to a point for corner;

THENCE, N00°19'45"E, continuing along the east right-of-way line of said FM 2931, a distance of 71.28 feet to a point for corner;

THENCE, N58°31'34"W, continuing along the east right-of-way line of said FM 2931, a distance of 56.36 feet to a point for corner;

THENCE, N01°27'37"E, continuing along the east right-of-way line of said FM 2931, a distance of 102.09 feet to a point for corner;

THENCE, N12°54'00"E, continuing along the east right-of-way line of said FM 2931, a distance of 101.52 feet to a point for corner;

THENCE, N00°40'57"E, continuing along the east right-of-way line of said FM 2931, a distance of 206.23 feet to a point for corner;

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FOR ANNEXATION INTO THE CITY LIMITS OF THE CITY OF AUBREY, TEXAS
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ABSTRACT NO. 1243, THE WM. LUMPKIN SURVEY, ABSTRACT NO. 730, AND THE
J. BRIDGES SURVEY, ABSTRACT NO. 36, DENTON COUNTY, TEXAS

THENCE, N02°48'41"W, continuing along the east right-of-way line of said FM 2931, a distance of 100.56 feet to a point for corner;

THENCE, N01°22'38"E, continuing along the east right-of-way line of said FM 2931, a distance of 500.03 feet to a point for corner;

THENCE, N06°21'51"W, continuing along the east right-of-way line of said FM 2931, a distance of 69.91 feet to a point for corner;

THENCE, N01°54'37"E, continuing along the east right-of-way line of said FM 2931, a distance 146.92 feet to a point for corner, said point also being the beginning of a curve to right, having a central angle of 09 degrees 33 minutes 43 seconds, a radius of 1186.13 feet and being subtended by a chord bearing of S06°11'25"W, a chord distance of 197.72 feet;

THENCE, along the east right-of-way line of said FM 2931, and along said curve to the right, an arc distance of 197.95 feet to a point for corner;

THENCE, N10°49'49"E, continuing along the east right-of-way line of said FM 2931, a distance of 69.66 feet to a point for corner, said point also being the beginning of a curve to left, having a central angle of 09 degrees 09 minutes 04 seconds, a radius of 1086.92 feet and being subtended by a chord bearing of S06°12'55"W, a chord distance of 173.42 feet;

THENCE, along the east right-of-way line of said FM 2931, and along said curve to the left, an arc distance of 173.60 feet to a point for corner;

THENCE, N70°20'07"E, continuing along the east right-of-way line of said FM 2931, a distance of 42.92 feet to a point for corner, said point also being the beginning of a curve to right, having a central angle of 27 degrees 17 minutes 35 seconds, a radius of 341.45 feet and being subtended by a chord bearing of S55°58'41"E, a chord distance of 161.12 feet;

THENCE, along the east right-of-way line of said FM 2931, and along said curve to the right, an arc distance of 162.65 feet to a point for corner;

THENCE, N48°09'41"E, continuing along the east right-of-way line of said FM 2931, a distance of 33.89 feet to a point for corner, said point also being the beginning of a curve to left, having a central angle of 27 degrees 30 minutes 16 seconds, a radius of 375.63 feet and being subtended by a chord bearing of N55°48'43"W, a chord distance of 178.59 feet;

THENCE, along the north line of said right-of-way dedication, and continuing across the right-of-way of said FM 2931, and along said curve to the left, an arc distance of 180.32 feet to a point for corner, said point also being the beginning of a curve to left, having a central angle of 11 degrees 41 minutes 40 seconds, a radius of 403.47 feet and being subtended by a chord bearing of N75°41'49"W, a chord distance of 82.21 feet;

THENCE, along the north line of said right-of-way dedication, and continuing across the right-of-way of said FM 2931, and along said curve to the left, an arc distance of 82.35 feet to a point for corner, said point also being the beginning of a curve to left, having a central angle of 07 degrees 32 minutes 38 seconds, a radius of 351.54 feet and being subtended by a chord bearing of N85°16'55"W, a chord distance of 46.25 feet;

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METES AND BOUNDS DESCRIPTION
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ABSTRACT NO. 1243, THE WM. LUMPKIN SURVEY, ABSTRACT NO. 730, AND THE
J. BRIDGES SURVEY, ABSTRACT NO. 36, DENTON COUNTY, TEXAS

THENCE, along said curve to the left, an arc distance of 46.28 feet to a point for corner;

THENCE, N88°36'28"W, along the north line of said right-of-way dedication, and continuing across the right-of-way of said FM 2931, continuing along the Existing City Limits of the City of Aubrey as established by Aubrey annexation ORD. 220, dated 3/15/1996, a distance of 97.48 feet to a point for corner;

THENCE, N88°18'56"W, along the north line of said right-of-way dedication, and continuing across the right-of-way of said FM 2931, continuing along the Existing City Limits of the City of Aubrey as established by Aubrey annexation ORD. 220, dated 3/15/1996, a distance of 92.74 feet to the POINT OF BEGINNING, said annexation tract containing 53.26 acres (2,320,140 square feet) of land, more or less.

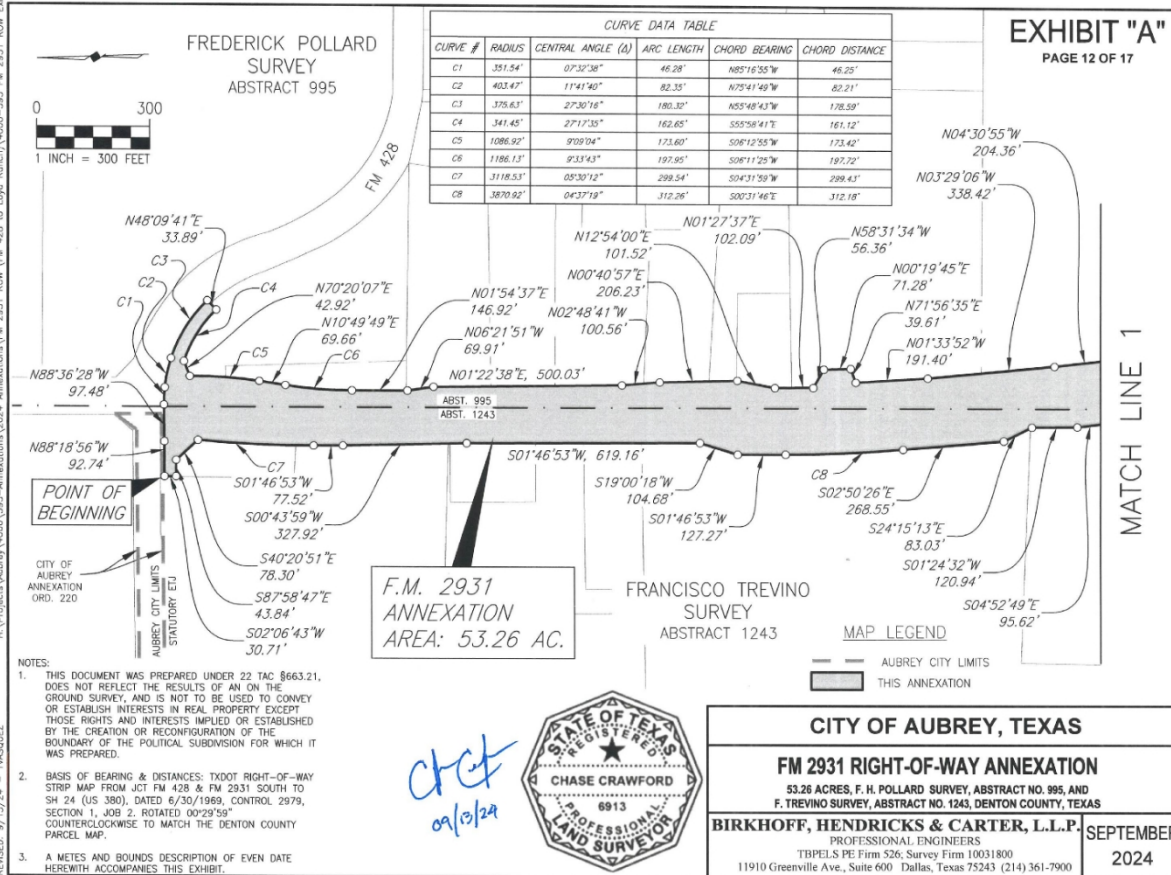
Notes:

1. This document was prepared under 22 TAC § 663.21, and does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those right and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
2. Basis of Bearings & Distances: TxDOT Right-of-way strip map for F.M. 2931 from JCT FM 428 & FM 2931 south to SH 24 (US 380), dated 6-30-1969, Control 2979, Section 1, Job 2. Rotated 00°29'59" counterclockwise to match Denton County Parcel Map
3. A Plat of even date herewith accompanies this Metes and Bounds Description.

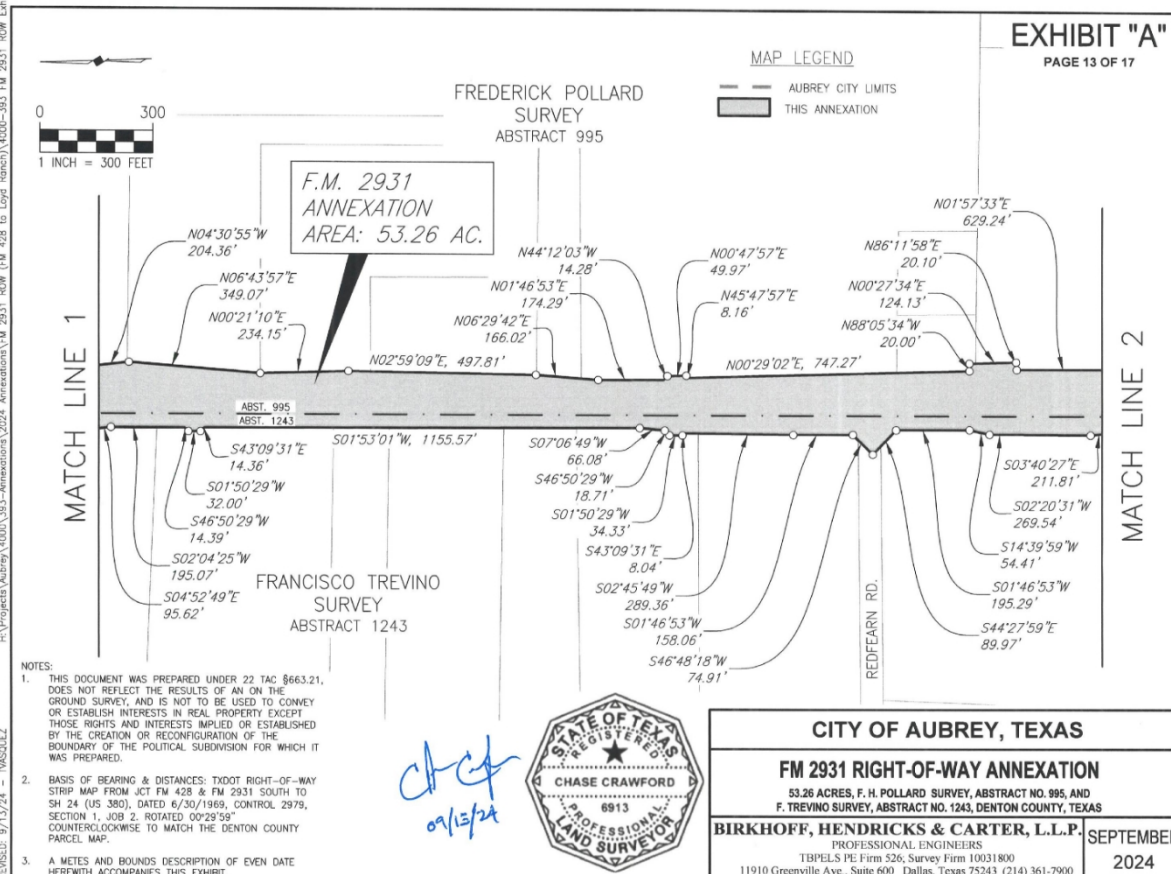
Chase Crawford, R.P.L.S.
Texas Registration No. 6913
Birkhoff, Hendricks & Carter, L.L.P.
TBPLS Firm No. 100318-00
11910 Greenville Ave., Suite 600
Dallas, Texas 75243



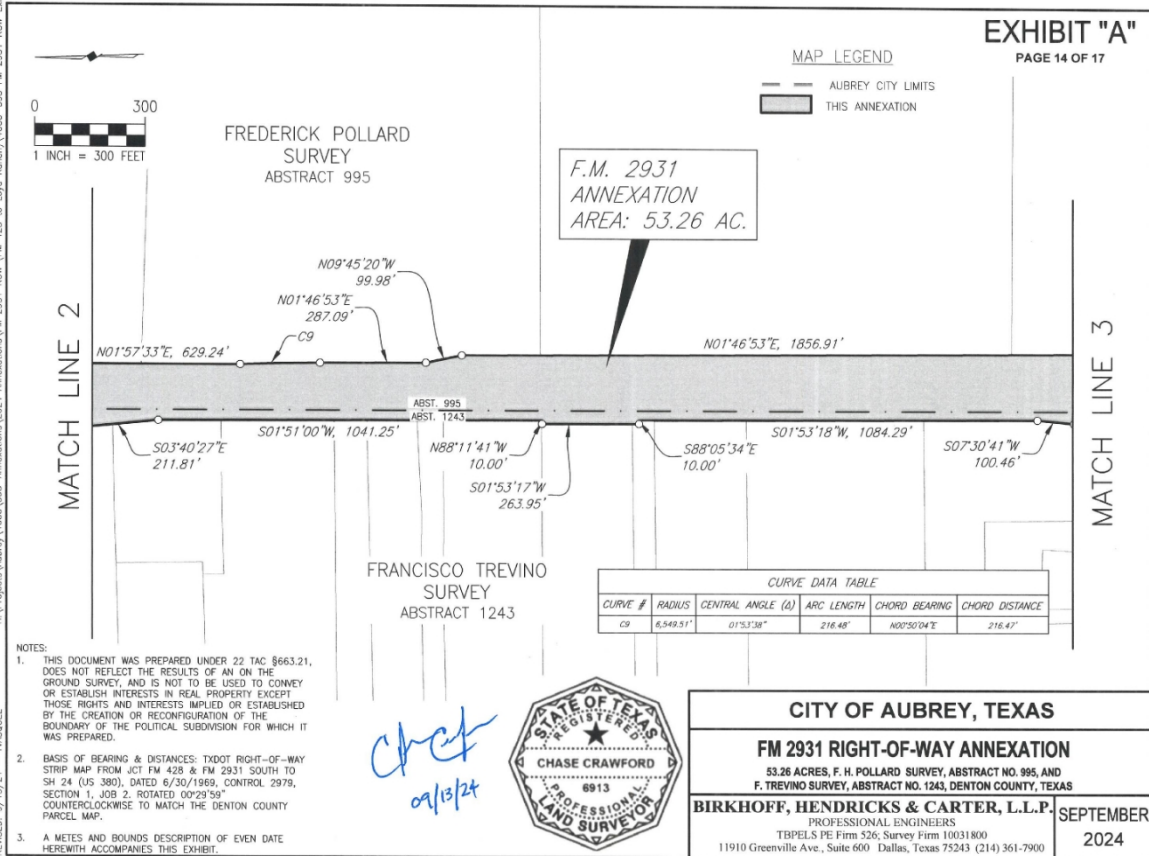
H:\Projects\Aubrey\4000\303-Annexations\2024 Annexations\FM 2931 ROW (FM 428 to Loyd Ranch)\4000-303 FM 2931 ROW Exhibit
REVISED: 9/13/24 - TMSQUEZ



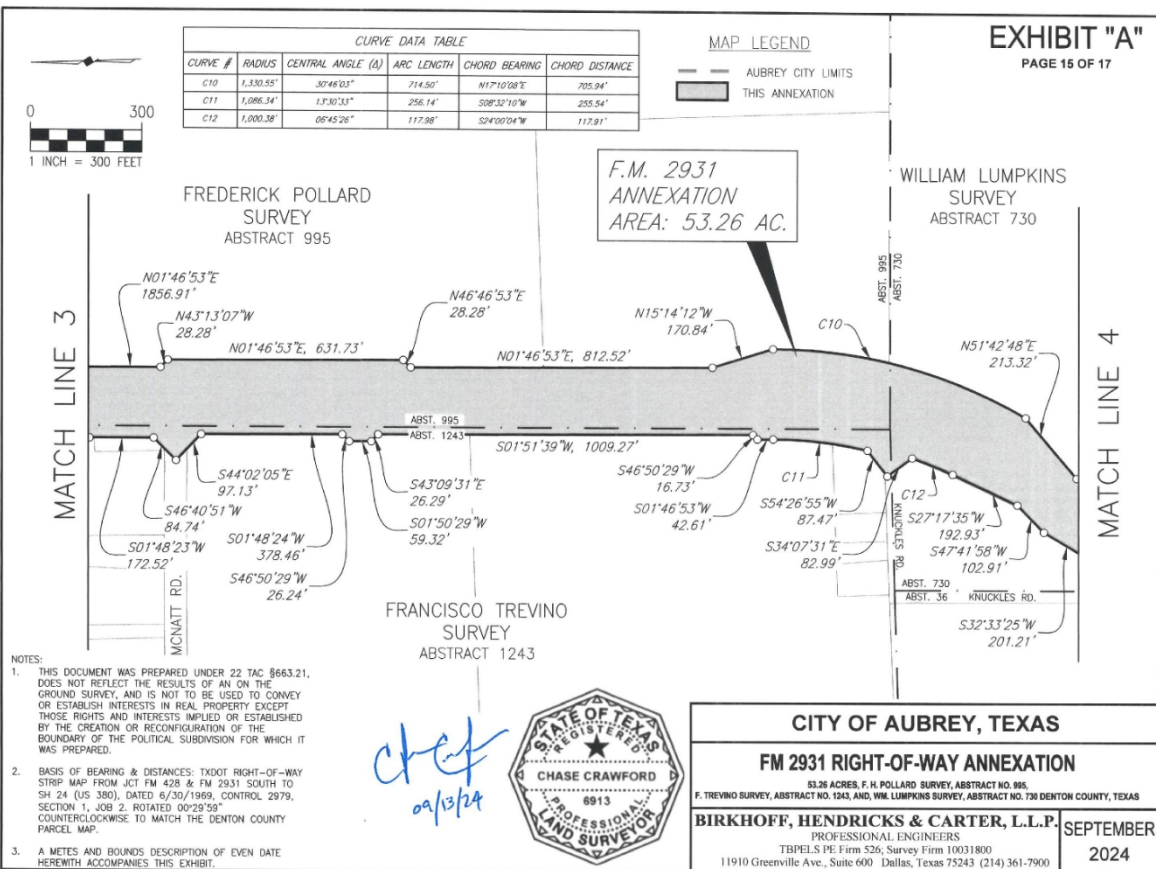
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REVISED: 9/13/24 - TMSQUEZ



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REVISED: 9/13/24 - TMSQUEZ



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REVISED: 9/13/24 - TMSQUEZ



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REVISED: 9/13/24 - TMSQUEZ

H:\Projects\Aubrey\4000\393-Annexations\2024-Annexations\FM 2931 ROW (FM 428 to Loyd Ranch)\4000-393 FM 2931 ROW Exhibit

REVISED: 9/13/24 - TMSQUEZ

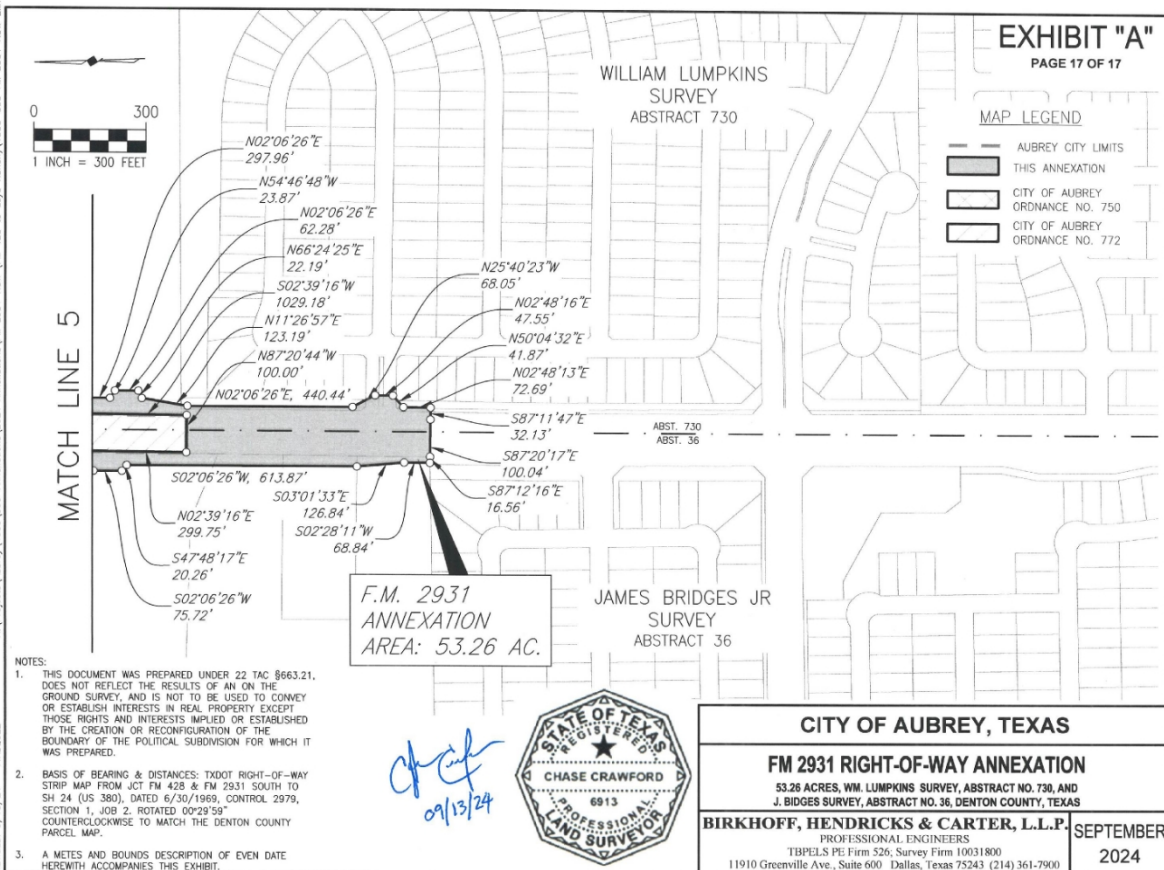
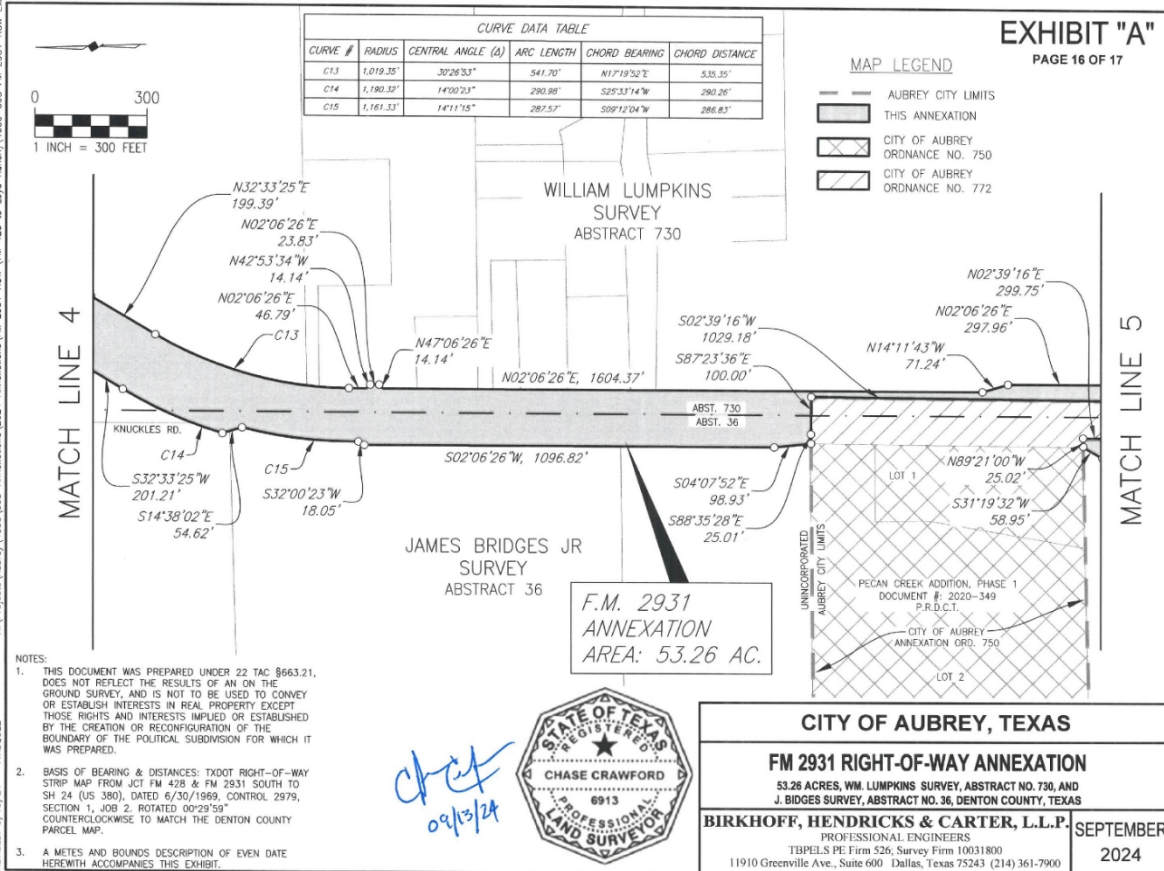


Exhibit “B” Service Plan

Upon annexation of the area identified above and as identified on Exhibit “A”, the City of Aubrey will provide City services utilizing methods by which it extends services to any other equivalent area of the City.

SERVICES PROVIDED BY THE EFFECTIVE DATE OF ANNEXATION

1. **Police Protection**

The City of Aubrey, Texas and its Police Department will provide police protection to newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the newly annexed areas. The Police Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

2. **Fire Protection and Emergency Medical Services**

The City of Aubrey, Texas and its Fire Department will provide fire protection to newly annexed areas at the same or similar level of service now being provided to other areas of the City, with like topography, land use and population density as those found within the newly annexed areas. The Fire Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

The City of Aubrey, Texas and its Fire Department will provide EMS services to newly annexed areas at the same or similar level of service now being provided to other areas of the City, with like topography, land use and population density as those found within the newly annexed areas. The Fire Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

3. **Maintenance of Water and Wastewater Facilities**

All water and wastewater facilities owned or maintained by the City of Aubrey at the time of the proposed annexation shall continue to be maintained by the City of Aubrey. All water and wastewater facilities which may be acquired subsequent to the annexation of the proposed areas shall be maintained by the City of Aubrey to the extent of its ownership. The now existing water and wastewater mains at existing locations shall be available for the point of use extension based upon the City of Aubrey standard extension policy now existing or as may be amended. On-site sewerage systems may be maintained in accordance with the City's Code of Ordinances.

4. **Solid Waste Collection**

Solid waste collection is contracted through Republic Services and commercial accounts are arranged by each account individually with Republic Services. Solid waste collection will be provided to citizens in the newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and density as those found within the newly annexed areas. The City may negotiate with annexed areas to allow continued services with an existing solid waste management provider. After the second anniversary of the annexation date, the City will impose fees and provide the service.

If areas with private roads and/or gates are arranged so that garbage may be collected without creating a safety hazard, the City, at its discretion, may collect the garbage provided proper indemnification is received from the community association or individual property owners. The City will then impose fees and provide the service. Garbage

collection locations shall be subject to the approval of the Director of Public Works. In the event the City does not collect garbage within the areas with private roads and/or gates, residents of these areas will not be billed for service after the two-year date.

5. **Maintenance of Roads and Streets**

Any and all public roads, streets or alleyways shall be maintained to the same degree and extent that other public roads, streets, and alleyways are maintained in areas of the City with like topography, land use and density as those found within the newly annexed areas. Private roads will remain under the ownership of the homeowner association and as such maintained by the association.

6. **Maintenance of Parks, Playgrounds, and Swimming Pools**

The City of Aubrey, Texas is not aware of the existence of any publicly owned parks, playgrounds or swimming pools now located in the proposed areas of annexation. In the event any such parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas. Private facilities will remain under the ownership of the homeowner association and as such maintained by the association.

7. **Maintenance of any Publicly owned Facility, Building or Municipal Service**

The City of Aubrey, Texas is not aware of the existence of any publicly owned facility, building, or other municipal service now located in the proposed areas of annexation. In the event any publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

8. **Other Services**

The City of Aubrey, Texas finds and determines that such services as planning, code enforcement, animal control, library, parks and recreation, court and general administration will be made available after the effective date of annexation at the same or similar level of service now being provided to other areas of the City with similar topography, land use and density as those found within the newly annexed areas.

CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS TO BE COMPLETED WITHIN 2 ½ YEARS

1. **Police and Fire Protection and Solid Waste Collection**

The City of Aubrey, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City of Aubrey, Texas with like topography, land use and population density as those found within the newly annexed areas.

2. **Water and Wastewater Facilities**

For the next 2 ½ years, the City of Aubrey, Texas finds and determines that there is

sufficient capacity for water and wastewater to provide services to the annexed areas pursuant to the City of Aubrey extension policies.

3. **Roads and Streets**

The City of Aubrey, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas.

4. **Maintenance of Parks, Playgrounds, and Swimming Pools and Any Other Publicly Owned Facility, Building, or Service**

The City of Aubrey, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of parks maintenance, playgrounds, swimming pools and other publicly owned facility, building or service.

SPECIFIC FINDINGS

The City of Aubrey, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation that were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

TERMS

This plan shall be valid for a term of ten (10) years. Renewal of the Service Plan is at the discretion of the City of Aubrey.

LEVEL OF SERVICE

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

AMENDMENTS

The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.



City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Consideration and action on removing and/or appointing member(s) to the Aubrey Area Library Advisory Board.

Staff Contact

Brittany McLain, Library Manager
bmclain@aubreytx.gov
940-365-9162

Summary

The Library board met earlier this month and voted to recommend removing Shawn Krencik from the board due to absences. Additionally, the board recommends appointing Justing Hamzeh to fill the position. Two board members, Rachel Sargent and Jessica Hill, have terms that will expire at the end of the month.

Financial Summary

None

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to remove Shawn Krencik from the Library Advisory Board and Appointing Justin Hamzeh to the board as a replacement and Reappointing Jessica Hill and Rachel Sergeant whose terms expire at the end of the month.



City Council Meeting

Community Center and Council Chamber Dedication

Staff Report

September 26, 2024

Agenda Item

Consideration and action on removing and/or appointing member(s) to the Aubrey Municipal Development District Board.

Staff Contact

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

Summary

The terms for MDD board positions of places 1 through 4 expire on September 30, 2024. The following individuals currently on the board and new applicants are listed below. To maintain a city resident majority the appointments for places 1 through four should include, at a minimum, two in-city residents.

MDD Board Appointments.

Reapplicants: Jesse Auer (City)
 Mark Arbenowski (City)
 Erin Bogar (ETJ)

New Applicants:
 Stoy Brooks (City)
 Brenda Blackburn (City)
 Todd Davis (ETJ)
 Dwayne Hildreth (ETJ)
 Tarsha Hearn (ETJ)

Financial Summary

Staff Recommended Action

Approve

Staff Recommended Motion