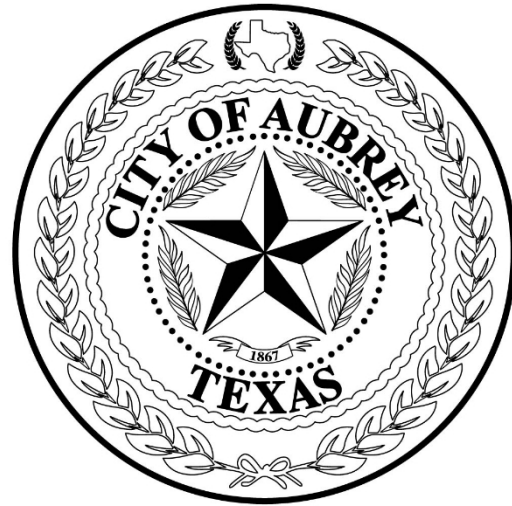


City Council Meeting

Aubrey City Council Chambers
226 Countryside Dr.
Aubrey, TX 76227
February 27, 2025
6:00 PM



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

Notice Regarding Remote Participation of Council Members

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

Call to Order - Determine if a Quorum is Present:

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

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

1. - Texas Police Chief's Association - Aubrey Police Department Re-Accreditation Award Presentation
Shaun Short, Chief of Police, Cross Roads Police Department

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

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

2. Approve minutes of the January 23, 2025 and February 4, 2025 meetings.
3. Approve Monthly Staff Reports
4. Approve Monthly Financial Report.
5. Approve the absence of council members for the regular meetings identified in the staff report.
6. Accept the Aubrey Police Department's 2024 Racial Profiling Analysis completed by Justice Research Consultants, LLC. This complete report satisfies the Aubrey Police Department's statutory obligations set out in Article 2.132 - 2.134 of the Texas Code of Criminal Procedure.
7. Approve and accept a Permanent Drainage Easement granted to the City from Blue Diamond Industries containing approximately 0.266 acres (11,595 square feet) on a tract of land located in the Francisco Trevino Survey, Abstract 1243, City of Aubrey, Denton County, Texas, being a portion of the Blue Diamond Addition.
8. Approve a Professional Engineering Services Agreement with Birkhoff, Hendricks, and Carter for a Water and Wastewater Impact Fee update in an amount not to exceed \$44,000; and authorize the City Manager to execute necessary documents.
9. Approve Ordinance Number 890-25 canceling the May 3, 2025 General Election.

New Business: New items requested for consideration.

10. Hold Public Hearing, receive a presentation, and consider and act on an Ordinance approving a Service and Assessment Plan and Assessment Roll for Authorized Improvements within the Duck Point Improvement District; making a finding of special benefit to property in the District; levying assessments against certain property within the District and fixing a charge and lien against all properties within the District, and the owners thereof; providing for the manner and method of payment

and collection of such assessments;; providing a severability clause; and providing an effective date.

11. Consideration and action on an Ordinance approving the issuance of the "Special Assessment Revenue Bonds, Series 2025 (Duck Point Improvement District); approving and authorizing an indenture of trust, a bond purchase agreement, a continuing disclosure agreement and other agreements and documents in connection therewithin; making findings with respect to the issuance of such bonds; and providing an effective date.
12. Consideration and action on a Final Plat of Sandbrock Ranch, Phase 15, containing 72 residential lots, 3 common area lots, and 1 right-of-way lot within 16.682 acres out of the William Lumpkin Survey, Abstract No. 730 within the City of Aubrey ETJ, Denton County, Texas. (*Horizon / Deer Creek Development Corp. and The Denton County Municipal Utility District No. 6*)
13. Consider and act on a Resolution granting a petition for annexation from Property Owner D.R. Horton – Texas, Ltd., for an approximate 3.24 acre tract of land, generally located at the southwest corner of McNatt Road and Frontier Parkway; out of the James Bridge, Jr. Survey, Abstract 36, Denton County, Texas in the City's extraterritorial jurisdiction; setting a date, time, and place for a public hearing on the proposed annexation of certain property by the City of Aubrey, Texas; authorizing and directing the City Secretary to have published notice of such public hearing; and authorizing and directing City Staff to negotiate and enter into a written services agreement.
14. Receive a Presentation and hold a discussion regarding an Amendment to the City of Aubrey Land Use Assumptions, Capital Improvements Plan and Roadway Impact Fees, including a potential amendment to roadway impact fees.
15. Consider and take action to set a public hearing on the Amendment of Impact Fees, applicable to roadways, to be held on March 27, 2025 at 6:00 p.m. at the Aubrey City Council Chambers in order to receive public comment and consider the Amendment of the City of Aubrey Land Use Assumptions, Capital Improvements Plan, and Roadway Impact Fees, including the adoption of amended roadway impact fees.
16. Consider and act on an Interlocal Cooperation Agreement between the City of Aubrey and Denton County, Texas, for the reconstruction of Frontier Parkway in an amount not to exceed \$1,840,000.00; and authorize the Mayor to execute necessary documents.
17. Second reading: Consideration and action regarding Resolution 995-25 approving a Project of the Aubrey Municipal Development District providing a Targeted Improvement grant for 377 Car Wash located at 930 US Hwy. 377 for \$11,491.39.
18. Consider and action on Ordinance 891-25 authorizing the street name change of Springhill Road to South Main Street where South Main converts to Springhill Road and ending at U.S. Route 377; and authorizing both the renaming and the renumbering of

certain addresses for properties in the 200,300 and 400 blocks of Springhill Road; and proving an effective date.

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

Department Updates and Discussion:

20. Administration & Finance:
21. Library:
22. Fire Department:
 - Fire Station Updates
23. Police Department:
 - Municipal Services Bureau Monthly Report Update
24. Public Works:
 - Wastewater Plant
 - Rockhill Well
 - Park Projects
25. Human Resources:
26. 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:

Motion to Recess into Executive Session.

27. **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:
 - Highpointe Ranch Development
 - Silverado Development Agreement
 - Project 38 / South Magnolia and Blackjack Road Property Acquisition

- Elm Ridge Fire Services Agreement
- Knuckles Road Development
- Historic Preservation Application
- *City of Aubrey v. Jerry H. Simmons*, et al, Cause No. PR-2024-01392-B, Denton County, Texas
- Outer Quad Development
- Tax foreclosures
- Financial Advisor RFQ/Contract

28. **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

29. **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 (Goals)
- City Manager (Organizational Structure)

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

-ADJOURN-

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

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

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

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

City Council Meeting Minutes

Aubrey City Council Chambers
226 Countryside Dr.
Aubrey, TX 76227
January 23, 2025
6:00 PM



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

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

Absent: Erin Allen

Staff Present: City Attorney Patricia Adams, City Manager Charles Kreidler, Finance Director Mike English, Fire Chief Eric Schlotter, Police Chief Richard Brooks, Executive Director of Operations Leanne Wilson, Library Manager Brittany McLain, HR Director Shaena Williams, Municipal Development Director Christine Gossett, Development Manager Shanda Guffee, Assistant to the City Manager Bailey Thompson, Planner Helen-Eve Beadle

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

Community Announcements:

1. Presentations:

Police Chief Richard Brooks announced the promotion of Sergeant Joshua Johnson and held a badge pinning ceremony. Chief Brooks also announced the reaccreditation of the Aubrey Police Department from the Texas Police Chief's Association Foundations Accreditation program.

Fire Chief Eric Schlotter swore in new firefighter Chance Groothuis, and announced the promotions of Ryan Steddum, Grant Beste, and Alec Canada to Engineers and held ceremonial badge pinnings.

Executive Director of Operations Leanne Wilson announced the hiring of Chief Building Official, Carl Hager.

City Manager Charles Kreidler announced the hiring of the Assistant to the City Manager/Social Media and Marketing, Bailey Thompson.

Citizen Input: None

Consent Items:

2. Approve minutes of the December 18, 2024 and January 14, 2025 meetings.
3. Approve Monthly Staff Reports
4. Approve Monthly Financial Report.
5. Approve Quarterly Investment Report.
6. Approve an Ordinance ordering the May 3, 2025 City of Aubrey General Election.
7. Approve an Ordinance amending Division 2 of the Code of Ordinances to amend the Parks and Recreation Ordinance.
8. Approve the absence of council members for the regular meetings identified in the staff report

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

New Business: New items requested for consideration.

9. Consideration and action on a Preliminary Plat application for High Country Phase 10 containing 136 residential lots, three (3) HOA/nonresidential lots, and one (1) General Retail lot in approximately 32.121 acres of land out of the James Bridges Jr. Survey, Abstract No. 36, City of Aubrey Extraterritorial Jurisdiction, Denton County, Texas. (D.R. Horton-Texas, Ltd.)

City Planner Helen Eve Beadle provided information.

Council Member Matt Jones made a motion to approve the Preliminary Plat with the two conditions, then amended his motion to approve the Preliminary Plat with no conditions. Council Member Chuck Fikes seconded the motion, as amended, with no conditions. Motion Passed (4:0). None opposed.

10. Receive a presentation, consider and act on a Resolution of the City Council of the City of Aubrey, Texas, accepting the Preliminary Service and Assessment Plan for authorized improvements within the Duck Point Public Improvement District; setting a date for public hearing on the proposed levy of assessments; authorizing the publication and mailing of notice; enacting other provisions relating thereto; and providing for the effective date.

Jim Sabonis, Financial Advisor with Hilltop Securities, provided information.

Council Member Jeff Perry made a motion to approve the Resolution and set a public hearing date for February 27th at 6:00 PM. Council Member Chuck Fikes seconded. Motion Passed (4:0). None opposed.

11. First reading: Discussion regarding a Resolution approving a Project of the Aubrey Municipal Development District providing a Targeted Improvement grant with Hwy. 377 Car Wash located at 930 Hwy. 377 South for \$11,491.39.

Aubrey Municipal Development District Executive Director Christine Gossett provided information. No action taken.

12. Consider and take action on an Interlocal Agreement with the City of Midlothian Texas for cooperative purchasing of medical supplies; and authorizing the Mayor or designee to execute necessary documents.

Fire Chief Eric Schlotter provided information.

Council Member Chuck Fikes made a motion to approve the Interlocal Agreement. Council Member Matt Jones seconded. Motion Passed (4:0). None opposed.

13. Consider and take action to amend the current lease of certain medical equipment between the City and Stryker Medical and authorize the city manager to execute the necessary documents.

Fire Chief Eric Schlotter provided information.

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

14. Consider and take action on awarding a bid and entering into a Contract with Hall Resources LLC, dba THI Water Well, LLC for the Rockhill Water Well in an amount not to exceed \$3,619,241.00 and authorize the City Manager to execute the necessary documents.

Executive Director of Operations Leanne Wilson provided information.

Brad Davis, owner of Davis Water Well in Whitesboro, spoke of concerns about the bid process and that his company was low bid and should be selected.

Council Member Jeff Perry made a motion to award the bid to THI Water Well, LLC. Council Member Chuck Fikes seconded. Motion Passed (4:0). None opposed.

15. Consider and act on a Professional Engineering Services Agreement with Birkhoff, Hendricks and Carter for Trivedi Park Water Well and Pump Station Project in an amount not to exceed \$679,250.00, and authorize the City Manager to execute necessary documents.

Executive Director of Operations Leanne Wilson provided information.

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

16. Consideration and action regarding appointing and/or reappointing members to the Parks and Recreation Board.

City Manager Charles Kreidler provided information.

Council Member Chuck Fikes made a motion to appoint the following:

- Courtney Kelly to Place 1
- Jason Noyes to Place 2
- Jessica Milacek to Place 3
- Mark Arbenowske to Place 4
- Deshanda Blair to Place 5
- Erin Bansal to Place 6
- Amanda Larsen to Place 7
- Jessica Jesse Kemp to Alternate Place 1
- Eric Probst to Alternate Place 2

Council Member Chuck Fikes amended his motion to be Jesse Kemp instead of Jessica Kemp. Council Member Jeff Perry seconded the motion, as amended. Motion Passed (4:0). None opposed.

17. Consider and act regarding the appointing and/or reappointment of member(s) to the Planning and Zoning Commission.

City Manager Charles Kreidler provided information.

Council Member Jeff Perry made a motion to appoint/reappoint the following individuals:

- Don Smith to Place 2
- Nicole Shaw to Place 3
- Kyle Kennedy to Place 4
- Brittney Murray to Place 5

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

Department Updates and Discussion:

18. Administration & Finance: None
19. Library: None
20. Fire Department:
 - Weekly meetings are being held for Fire Station No. 3 which is at the 80-85% range of completion.
 - Bi-Weekly meetings are being held for Station No. 2 which has the cinder block and structural steel up so you can see the shape now.
 - Both projects are still tracking on dates of completion.
21. Police Department:
 - Chief Richard Brooks announced the Code Compliance position has been filled and he will be providing a strategic plan.
22. Public Works:
 - Executive Director of Operations Leanne Wilson announced that Graycon has mobilized, we are receiving supplies, and excavation has begun.
23. Human Resources:
24. Municipal Development:

Future Agenda Requests: None

Brad, 14864 Fishtrap Rd, missed the citizens opportunity to speak section and was allowed to speak at this time. He is an Aubrey ISD bus driver who spoke regarding concerns of certain intersections having difficulty for school busses through. (Liberty Rd and 377, FM 2931/428)

*****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:

Council Member Jeff Perry made a motion to recess into Executive Session at 6:55 PM. Council Member Matt Jones seconded. Motion Passed (4:0). None opposed.

25. **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:
- Highpointe Ranch Development
 - Silverado Development Agreement
 - Project 38 / South Magnolia and Blackjack Road Property Acquisition
 - Elm Ridge Fire Services Agreement
 - Knuckles Road Development
 - Historic Preservation Application
 - *City of Aubrey v. Jerry H. Simmons*, et al, Cause No. PR-2024-01392-B, Denton County, Texas
26. **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

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

City Council reconvened into open session at 8:44 PM.

Council Member Matt Jones made a motion to direct the Historic Preservation Officer to proceed with the filing and processing of the application for designating the peanut dryer as historic. Council Member Randy Jones seconded. Motion Passed (4:0). None opposed.

Council Member Randy Jones made a motion to direct staff to continue negotiations for the purchase of property interests as discussed in closed session. Council Member Matt Jones seconded. Motion Passed (4:0).

The meeting was adjourned at 8:45 PM.

PASSED and APPROVED by the City Council of the City of Aubrey, Texas this 27th day of February, 2025.

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

City Council Meeting Minutes

Aubrey City Council Chambers
226 Countryside Dr.
Aubrey, TX 76227
February 4, 2025
6:00 PM



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

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

Staff Present: City Manager Charles Kreidler, City Secretary Jenny Hicks, Finance Director Mike English, Police Chief Richard Brooks, Executive Director of Operations Leanne Wilson, Assistant to the City Manager Bailey Thompson, Attorney Judy El Masri

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

Community Announcements: None

Citizen Input: None

New Business: New items requested for consideration.

1. Consideration and action on Resolution 994-25 authorizing Continued participation in an Office of the Governor (OOG) CJD eGrant Violence Against Women Justice and Training Program for the hiring of a Victim Advocate for the Aubrey Police Department and authorizing the City Manager to act as the City's authorized official on behalf of the City of Aubrey.

Chief Richard Brooks provided information.

Council Member Erin Allen made a motion to approve Resolution 994-25 authorizing continued participation and authorizing the City Manager to act as the City's authorized official on behalf of the City of Aubrey. Council Member Jeff Perry seconded. Motion Passed (5:0). None opposed.

*****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 551.072 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 Lease at 1817 Springhill Road
 - Railroad property
 - Downtown property

Council Member Jeff Perry made a motion to recess into Executive Session at 6:03 pm. Council Member Matt Jones seconded. Motion Passed (5:0). None opposed.

City Council reconvened into open session at 6:20 pm. In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider and take appropriate action, if any, regarding any items discussed in Executive Session.

Council Member Erin Allen made a motion to approve the purchase of the Peanut Dryer from Weir 777 LLC for \$160,000, and authorize the City Manager to finalize and execute documents and bring back a budget amendment to reflect the purchase, and to work with the Railroad to obtain a lease for the Peanut Dryer property. Council Member Chuck Fikes seconded. Motion Passed (5:0). None opposed.

Council Member Jeff Perry made a motion to authorize the City Manager to negotiate and execute lease documents for the property at 1817 Springhill Road as discussed in closed session. Council Member Randy Jones seconded. Motion Passed (5:0).

The meeting was adjourned at 6:20 pm.

PASSED and APPROVED by the City Council of the City of Aubrey, Texas this 27th day of February, 2025.

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

Previous Month ▾

Jan 1, 2025 - Jan 31, 2025 ▾

33%

FIRE
Percentage of Total Incidents

67%

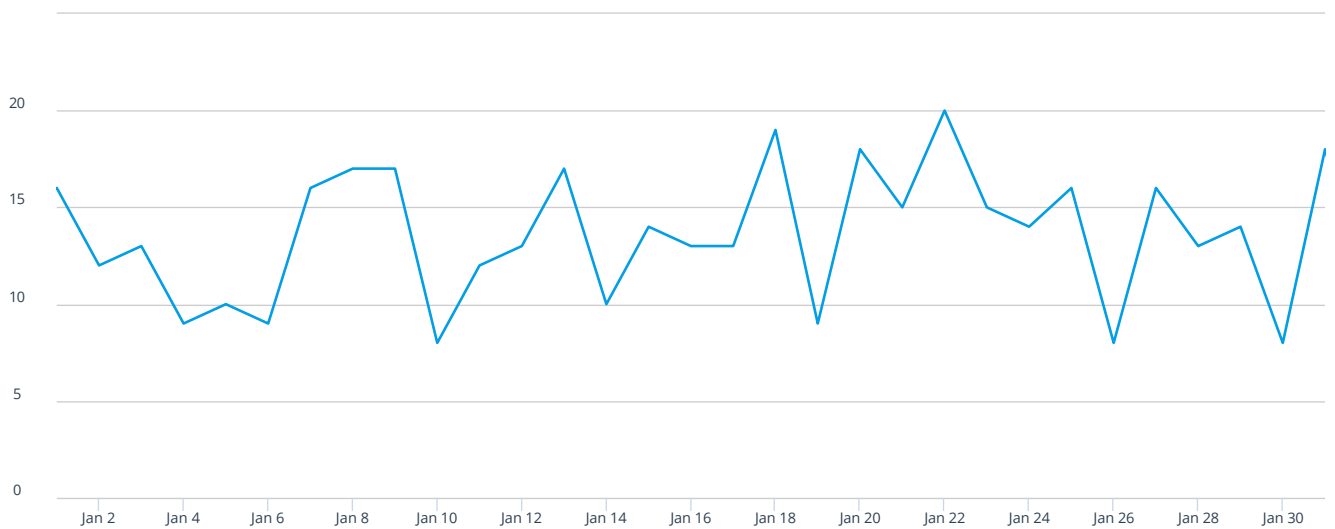
EMS
Percentage of Total Incidents

422

INCIDENTS
In Selected Time Slice

31

DAYS
In Selected Time Slice



Counts

% Rows

% Columns

% All

Week Ending	1/5/25	1/12/25	1/19/25	1/26/25	2/2/25	2/9/25	2/16/25	2/23/25	3/2/25	3/9/25	3/16/25	3/23/25	3/30/25	Total
Aubrey Fire Station 1	26	28	18	34	19									125
Aubrey Fire Station 2	34	34	37	35	26									166
Aubrey Fire Station 3		3	7	15	6									31
PV Farm		27	33	22	18									100
Total	60	92	95	106	69									422

Filter statement

Filters

Alarm Date Range1/1/25 to 1/31/25

Is Lockedtrue

Is Activetrue

January - Fire Incidents

Total Incidents	Civilian Injuries	Civilian Casualties	Fire Service Injuries	Fire Service Casualties
Count of Total Incidents 422	Civilian Injuries 0	Civilian Casualties 0	Fire Service Injuries 0	Fire Service Casualties 0
	Percent of Calls with Civilian Injur... 0%	Percent of Calls with Civilian Casu... 0%	Percent of Calls with Fire Service I... 0%	Percent of Calls with Fire Service ... 0%

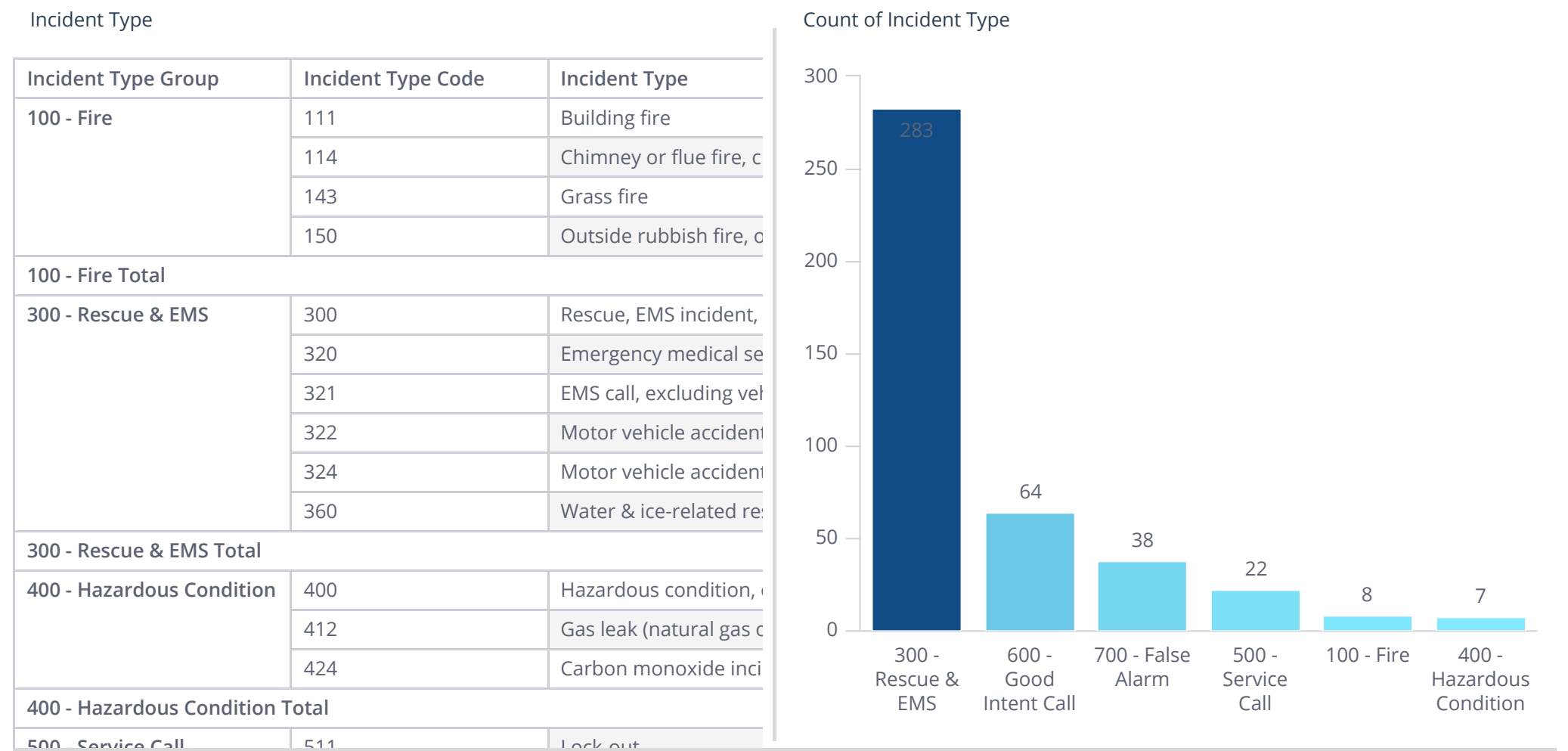
Filter statement

Filters

Alarm Date Range1/1/25 to 1/31/25

Is Lockedtrue

Is Activetrue



Filter statement	
Filters	Alarm Date Range 1/1/25 to 1/31/25 Is Locked true Is Active true
Total Acres Burned	Wildland and Fire Acres Burned
Total Acres Burned: 1	Wildland Acres Burned: 1 Fire Acres Burned: #N/A

Filter statement

Filters

Alarm Date Range1/1/25 to 1/31/25

Is Lockedtrue

Is Activetrue

Mutual Aid			
Aid Given Or Received	Incident Type Code	Incident Type	Count of Instances of Aid Given or Received
Automatic aid given	111	Building fire	1
	611	Dispatched & canceled en route	1
Automatic aid given Total			2
Automatic aid received	321	EMS call, excluding vehicle accident with injury	1
Mutual aid given	321	EMS call, excluding vehicle accident with injury	4
	611	Dispatched & canceled en route	6
Mutual aid given Total			10
Mutual aid received	111	Building fire	1
	143	Grass fire	1
	321	EMS call, excluding vehicle accident with injury	6
	322	Motor vehicle accident with injuries	1
	651	Smoke scare, odor of smoke	1
Mutual aid received Total			10
None	111	Building fire	2
	114	Chimney or flue fire, confined to chimney or flue	1
	143	Grass fire	1
	150	Outside rubbish fire, other	1
	300	Rescue, EMS incident, other	7
	320	Emergency medical service incident, other	2



*City of Aubrey
Departmental Report
Library*

To: City Council Members

From: Brittany McLain, Library Manager

RE: Departmental Report - Jan. 2025

Monthly Report			January 2025	Fiscal Year to date
People & Activity	New Cards Issued	129		383
	Number of Patrons	2858		11828
	Patrons per Hour (Average)	18		18
	Volunteer Hours / Persons	25.5/6		117.5/7
	Number of Days Open	19		79
	Number of Hours Open	158		653
Material Usage	Total Items checked out	9921		38041
	Items per Hour (Average)	63		60
	Adult Material Checked Out	1384		5175
	Juvenile Material Checked Out	6713		26512
	Self-Checkout Use	13		31
	Digital Materials Checked Out	1824		6354
	Interlibrary shipped	174		772
	Interlibrary received	126		755
	Reference	231		1113
	Computer Sessions	207		858
	Computer Usage (hours)	218		756
Programs	Community Center Event Hrs	5		23
	Total Number of Programs	26		133
	Total Program Attendance	296		2115



City of Aubrey - Police Department

January 2025 Statistical Report



Calls for Police Service		% + / -
January 2025	711	23%
January 2024	577	
YTD - 2025	711	23%
YTD - 2024	577	

Calls for Service - Officer Initiated		% + / -
January 2025	174	36%
January 2024	128	
YTD - 2025	174	36%
YTD - 2024	128	

Calls for Service - Dispatched		% + / -
January 2025	537	20%
January 2024	449	
YTD - 2025	537	20%
YTD - 2024	449	

Calls for Service By Area

Aubrey		% + / -
January 2025	206	34%
January 2024	154	
YTD - 2025	206	34%
YTD - 2024	154	

Providence Village		% + / -
January 2025	235	14%
January 2024	206	
YTD - 2025	235	14%
YTD - 2024	206	

Sandbrook		% + / -
January 2025	62	59%
January 2024	39	
YTD - 2025	62	59%
YTD - 2024	39	

Silverado		% + / -
January 2025	121	70%
January 2024	71	
YTD - 2025	121	70%
YTD - 2024	71	

Winn Ridge		% + / -
January 2025	68	-16%
January 2024	81	
YTD - 2025	68	-16%
YTD - 2024	81	

Outside ETJ		% + / -
January 2025	8	-38%
January 2024	13	
YTD - 2025	8	-38%
YTD - 2024	13	

Criminal Offenses/Arrests

Criminal Offenses		% + / -
January 2025	72	106%
January 2024	35	
YTD - 2025	72	106%
YTD - 2024	35	

Arrests		% + / -
January 2025	40	74%
January 2024	23	
YTD - 2025	40	74%
YTD - 2024	23	

Motor Vehicle Crashes - Aubrey

Non-Injury Crashes		% + / -
January 2025	6	50%
January 2024	4	
YTD - 2025	6	50%
YTD - 2024	4	

Injury Crashes		% + / -
January 2025	6	200%
January 2024	2	
YTD - 2025	6	200%
YTD - 2024	2	

Motor Vehicle Crashes - Providence Village

Non-Injury Crashes		% + / -
January 2025	3	0%
January 2024	3	
YTD - 2025	3	0%
YTD - 2024	3	

Injury Crashes		% + / -
January 2025	2	100%
January 2024	2	
YTD - 2025	2	100%
YTD - 2024	2	

Traffic Stops and Citations

Traffic Stops		% + / -
January 2025	754	17%
January 2024	647	
YTD - 2025	754	17%
YTD - 2024	647	

Warnings		% + / -
January 2025	801	32%
January 2024	607	
YTD - 2025	801	32%
YTD - 2024	607	

Total Citations		% + / -
January 2025	366	10%
January 2024	334	
YTD - 2025	366	10%
YTD - 2024	334	

Citations - Aubrey		% + / -
January 2025	183	16%
January 2024	158	
YTD - 2025	183	16%
YTD - 2024	158	

Citations - Providence Village		% + / -
January 2025	141	23%
January 2024	115	
YTD - 2025	141	23%
YTD - 2024	115	

Citations - JP 5		% + / -
January 2025	42	-31%
January 2024	61	
YTD - 2025	42	-31%
YTD - 2024	61	

Top 10 Calls

Top 10 Calls			
Type of Call	Providence Village	Aubrey	Total
Suspicious Activity	29	52	81
Alarm	9	41	50
Welfare Concern	14	31	45
Disturbance	13	39	52
Traffic Crash	10	23	33
Noise Complaint	11	19	30
Motorist Assist	8	22	30
Animal Complaint	11	15	26
Vehicle Complaint	6	13	19
Theft	5	11	16

Neighborhood Safety Initiative		% + / -
January 2025	11,390	48%
January 2024	7,672	
YTD - 2025	11,390	48%
YTD - 2024	7,672	

Providence Village Data

Close Patrols - Providence Village		% + / -
January 2025	3,904	24%
January 2024	3,156	
YTD - 2025	3,904	24%
YTD - 2024	3,156	

Walk Through - Providence Village		% + / -
January 2025	118	16%
January 2024	102	
YTD - 2025	118	16%
YTD - 2024	102	

Total - Providence Village		% + / -
January 2025	4,022	23%
January 2024	3,258	
YTD - 2025	4,022	23%
YTD - 2024	3,258	

Department Data

Percentage - Crime/Order Maintenance/Service Calls		
Top 10 Calls Total		382
Crime	42	11%
Service Calls	314	82%
Order Maintenance	26	7%
Reported Crime	72	10%

Authorized Strength		% + / -
Sworn - Authorized	33	100%
Sworn - Current	33	
Civilian Authorized	3	67%
Civilian - Current	2	

Criminal Investigations Statistical Data

CID Case Assignment		% + / -
January 2025	72	106%
January 2024	35	
YTD - 2025	72	106%
YTD - 2024	35	

Patrol Case Assignment		% + / -
January 2025	40	167%
January 2024	15	
YTD - 2025	40	167%
YTD - 2024	15	

CID Arrests		% + / -
January 2025	3	-63%
January 2024	8	
YTD - 2025	3	-63%
YTD - 2024	8	

Case Status - Cleared by Arrest		% + / -
January 2025	43	87%
January 2024	23	
YTD - 2025	40	74%
YTD - 2024	23	

Case Status - Suspended		% + / -
January 2025	23	53%
January 2024	15	
YTD - 2025	23	53%
YTD - 2024	15	

Case Status - Cleared by Exception		% + / -
January 2025	4	100%
January 2024	2	
YTD - 2025	4	100%
YTD - 2024	2	

Case Status - Unfounded		% + / -
January 2025	4	-20%
January 2024	5	
YTD - 2025	4	-20%
YTD - 2024	5	

Cases - Open		% + / -
Yearly Total	427	

MUNICIPAL SERVICES REPORT FOR JANUARY 2025

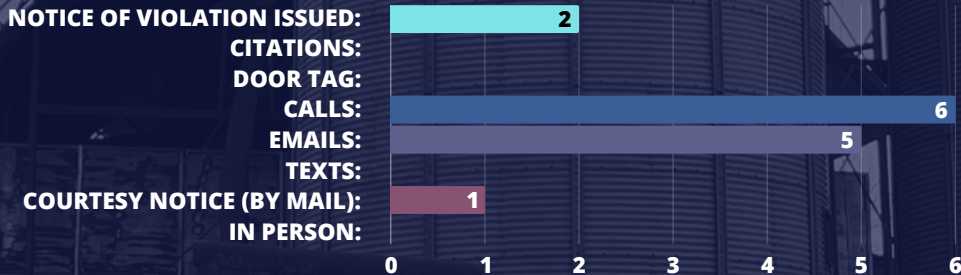
AUBREY VIOLATIONS



WINN RIDGE VIOLATIONS

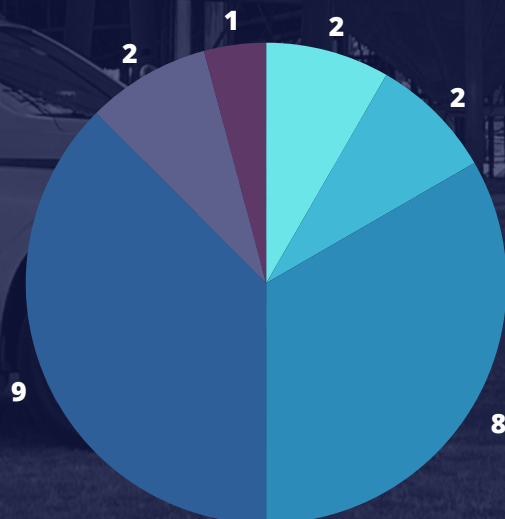


OFFICER COMMUNICATION WITH THE COMMUNITY

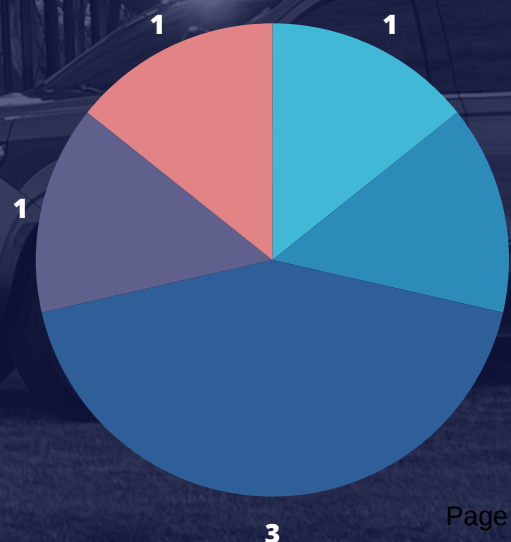


ANIMAL SERVICES IN AUBREY

KEY: Confined Animal, Dead Animal, Loose Dog, Patrol, Sick/Injured Animal, Special Assignment, Surrender Pick Up, Trapping, Welfare Check



ANIMAL SERVICES IN WINN RIDGE



City of Aubrey - Municipal Court Report

January 2025 Report

New Cases Filed	
January - Traffic	128
January - Non Traffic	4

Final Disposition	
January - Traffic	100
January - Non Traffic	8

Warrants	
Issued	24
Cleared	3
Pending	1143

Total Fines Collected	
January - State	\$8,263.00
January - City	\$11,854.00

Fiscal YTD Collected	
YTD - State	\$ 40,016.00
YTD - City	\$ 57,899.00



JANUARY 2025 – STAFF REPORT

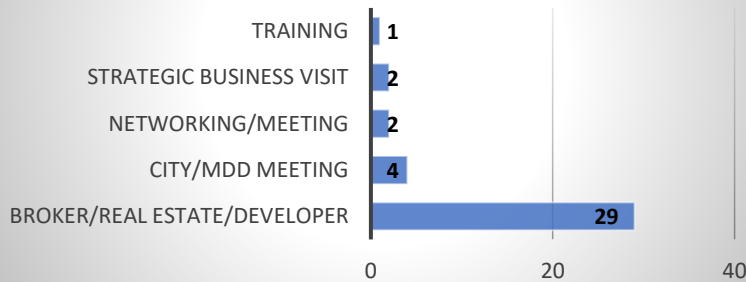
Aubrey Municipal Development District

Christine Gossett – Executive Director



Business Activity and Updates

Monthly Business Visits/Meetings/Trainings



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

Combined commercial land for sale/lease 50 +/- acres and combined 14,600 +/- sq ft commercial space available for sale/lease. See Aubrey MDD Real Estate/Sites web page for details:

[Real Estate & Maps – Aubrey Municipal Development District](#)



Business Activity and Updates

- No new openings or closings.

Project Updates:

- MDD Executive Director and 2 board members attended ISCS Red River commercial real estate show in Dallas Jan. 29 – 31, 2025. The MDD had a booth and had discussions regarding Aubrey development with brokers, businesses and vendors.
- Site Selection Page: Vendor completed the page and GIS mapping for existing businesses and commercial sites available in Aubrey City Limits and ETJ. The link to the new Site Selection page is here: [Real Estate & Maps – Aubrey Municipal Development District](#)
- Grant Applicants: Board approved the grant request for 930 S. Hwy. 377 for \$11,491.39.

Marketing:

- Website: Updates to pages and business directory/Story Map as needed.
- Social media/Facebook: Manage regular posts on activities, area business and local posts. January's highest performing post was the January 16th post from Point Bank Breakfast - Workforce Solutions speaker with 235 Views; 147 Reach; 5 Engagement.
- Website Traffic: January '25 188 Visitors and 398 Views; Dec. '24 - 118 Visitors and 211 Views; Nov. '24 - 31 Visitors and 46 Views
- Development/Commercial Real Estate: on-going meetings and calls with developers, brokers, prospects.

Sales & Use-Tax Allocation:

- Payment Received in January 2025: \$97,165.19; month prior was \$96,757.51.

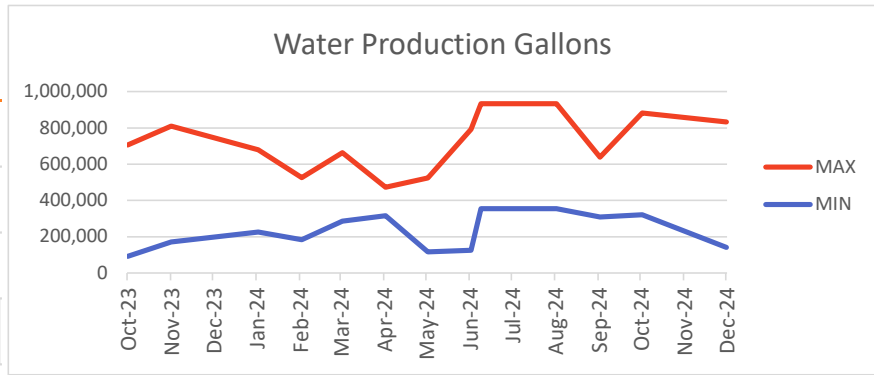


City of Aubrey - Public Works

January 2025 Activity Report

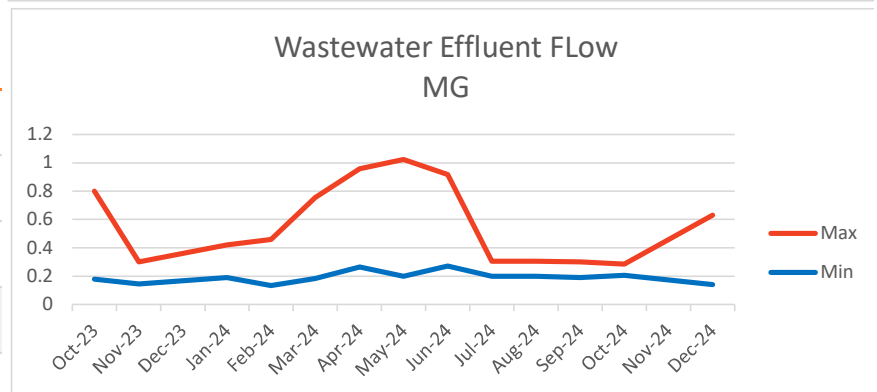
Water Production MG

Jan-25	11,738,100
Dec-24	12,181,100
Nov-24	12,480,200
Daily Average Gal	404,438



Wastewater Treatment MG

Jan-25	8,546,000
Dec-24	7,592,000
Nov-24	7,281,000
Daily Average Gal	260,211



Work Orders

Water & Sewer Maintenance	35
Cut-offs Non Payment	11
Street Repairs & Signs	30
Line Locates	70
Billing and Meters	84
Total	230

Fees Collected

January	
Water Impact	\$23,280.00
Sewer Impact	\$30,411.00
Roadway Impact	\$14,706.00
Parks Fee	\$27,000.00
Total	\$95,397.00

Projects

Public Works Building	Working on landscape and sign
Rockhill Well	Awarded Bid
Highpointe Phase 1A	Ready to Build
Highpointe Phase 1B	Working on final touches/ Putting in side walks
Highpointe 1C	Ready to start paving
Aubrey Heights	Grading finished
Highpointe Phase 2&3	Started wet utilities



City of Aubrey - Development Services

January 2025 Activity Report

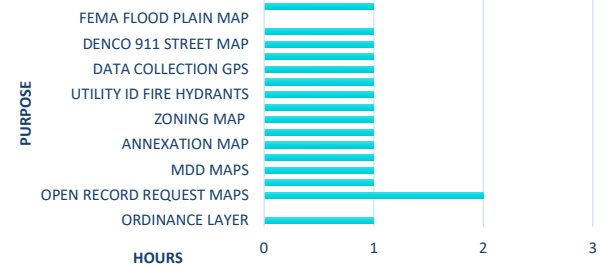
No. Permits Issued

New Single Family	7
Residential Misc	40
Commercial	25
Plat, Re-Plat, Site Plan, or Variance	0
Total	72

Fees Collected

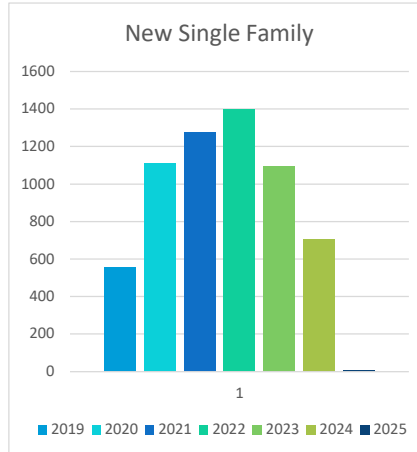
New Single Family	\$ 114,211.10
Residential Misc	\$ 6,528.55
Commercial	\$ 4,439.00
Variance or Zoning	\$ -
Total	\$ 125,178.65

GIS Mapping

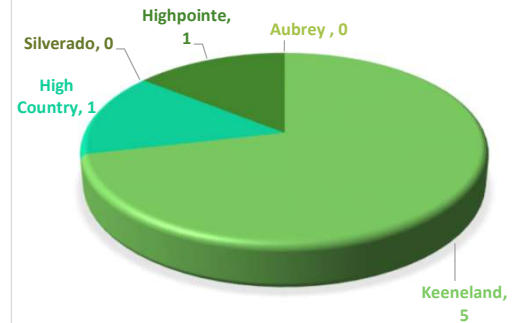


Annual New Single Family

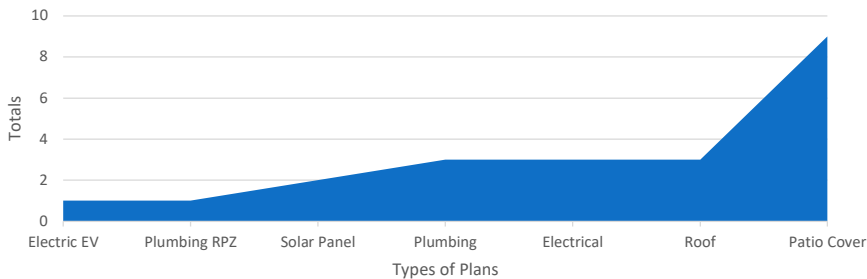
2019	556
2020	1,113
2021	1,279
2022	1,400
2023	1,095
2024	706
2025 YTD	7
2019 - 2025 Total:	6,156



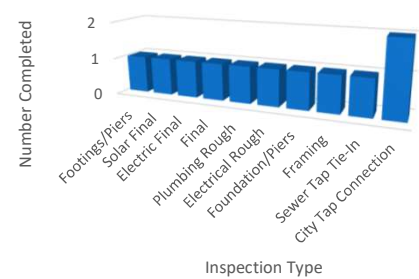
PERMITS BY SUBDIVISION



Plan Reviews



Inspections



Total House Count



Location	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25
Aubrey Proper	1448	1453	1431	1439	1447	1445
Winn Ridge	1703	1707	1725	1726	1729	1726
Silverado & High Country	3151	3253	3303	3311	3312	3327
Aspen Meadows	311	312	311	312	310	310
Keeneland	0	0	30	40	43	58
Sandbrock	1527	1549	1575	1593	1614	1642
Highpointe	-	-	-	-	-	-

Project Status

High Country Phase 10, Preliminary Plat	Consideration and action on a Preliminary Plat for High Country Phase 10 containing 136 residential lots, 3 HOA/nonresidential lots, and 1 General Retail Lot; Council made a motion to approve the Preliminary Plat with no conditions.
Duck Point PID & Preliminary Service and Assessment Plan	Consider and act on a Resolution accepting the Preliminary Service and Assessment Plan for authorized improvements within the Duck Point Public Improvement District; setting a date for public hearing on the proposed levy of assessments. Council made a motion to approve the Resolution and set a public hearing date for February 27th.



Monthly Cash Activity

(Unaudited)

January 2025

FUND: ALL

DATES: 1/01/2025- 1/31/2025

ACCT: ALL

TYPE: ALL CASH

ACCOUNT NO#	CHECKS	DEPOSITS	SVC CHARGE	INTEREST	MISC.	NET CHANGE	BALANCE
101-11-000-00	0.00	516,475.57	0.00	8,440.77	616,121.07CR	91,204.73CR	2,162,063.51
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	1,092,667.92	0.00	3,586.97	1,617,377.17CR	521,122.28CR	3,504,507.92
101-11-000-90	0.00	107,056.52	0.00	24,431.72	11,000.00CR	120,488.24	6,399,101.36
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	11,796.62CR	0.00	379.67	45,438.70CR	56,855.65CR	73,100.35
201-11-000-10	0.00	0.00	0.00	0.00	0.00	0.00	200.00
201-11-000-84	0.00	223,384.63	0.00	0.00	123,877.03CR	99,507.60	435,290.49
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	298.11	0.00	298.11	77,634.47
201-11-000-91	0.00	0.00	0.00	2,471.02	0.00	2,471.02	643,539.64
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	0.00	0.00	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	1,655,867.61	0.00	0.00	138,679.17CR	1,517,188.44	4,728,249.46CR
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	3,217.96	0.00	3,217.96	838,075.39
202-11-000-92	0.00	1,517,442.58CR	0.00	201,310.93	0.00	1,316,131.65CR	51,155,452.16
202-11-036-37	0.00	0.00	0.00	0.00	0.00	0.00	0.00
205-11-000-84	0.00	77,801.19	0.00	0.00	219,033.72CR	141,232.53CR	413,965.92CR
205-11-000-85	0.00	0.00	0.00	0.00	0.00	0.00	0.00
301-11-000-00	0.00	196,159.17	0.00	5,371.81	0.00	201,530.98	1,495,406.90
301-11-000-84	0.00	0.00	0.00	0.00	0.00	0.00	122,274.49
301-11-000-90	0.00	0.00	0.00	281.89	0.00	281.89	73,413.99
401-11-000-00	0.00	0.00	0.00	184.66	977.60	1,162.26	48,240.52
401-11-000-70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-11-000-84	0.00	1,222.00	0.00	0.00	432.53CR	789.47	35,394.37
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	1,108.35	0.00	1,108.35	286,887.04
403-11-000-00	0.00	0.00	0.00	4,580.51	0.00	4,580.51	1,185,622.00
404-11-000-00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
404-11-000-50	0.00	7,376.50CR	0.00	6,390.31	0.00	986.19CR	1,667,619.94
404-11-000-60	0.00	667.00	0.00	14,342.28	0.00	15,009.28	3,735,825.66
404-11-000-70	0.00	70,643.90CR	0.00	7,802.07	0.00	62,841.83CR	2,011,329.99
404-11-000-90	0.00	0.00	0.00	1,292.92	0.00	1,292.92	336,719.74
405-11-000-00	0.00	0.00	0.00	1,438.99	0.00	1,438.99	372,468.21
405-11-000-84	0.00	0.00	0.00	0.00	2,384.45CR	2,384.45CR	762,296.15
406-11-000-00	0.00	0.00	0.00	0.00	0.00	0.00	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	99,323.05	0.00	0.00	24,696.95CR	74,626.10	537,915.00
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	0.00	0.00	0.00
501-11-000-55	0.00	70,897.00CR	0.00	1,149.41	11,000.00	58,747.59CR	292,080.37
501-11-000-56	0.00	0.00	0.00	0.00	0.00	0.00	0.00

FUND: ALL

DATES: 1/01/2025- 1/31/2025

ACCT: ALL

TYPE: ALL CASH

ACCOUNT NO#	CHECKS	DEPOSITS	SVC CHARGE	INTEREST	MISC.	NET CHANGE	BALANCE
501-11-000-58	0.00	0.00	0.00	34.72	0.00	34.72	8,986.33
501-11-000-59	0.00	929,953.15CR	0.00	10,073.05	0.00	919,880.10CR	2,022,900.71
501-11-000-60	0.00	0.00	0.00	18,969.23	0.00	18,969.23	3,598,462.17CR
501-11-000-61	0.00	436,781.50CR	0.00	11,831.32	0.00	424,950.18CR	2,799,269.52
501-11-000-62	0.00	396,830.00CR	0.00	39,123.40	0.00	357,706.60CR	9,856,196.45
501-11-000-63	0.00	99,207.50CR	0.00	4,805.65	0.00	94,401.85CR	1,168,333.28
501-11-000-84	0.00	2,176,158.15	0.00	0.00	3,760,325.77CR	1,584,167.62CR	3,643,712.49CR
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	634.93	0.00	634.93	165,364.37
501-11-026-00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
601-11-000-00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
601-11-000-84	0.00	0.00	0.00	0.00	0.00	0.00	726,309.29
701-11-000-00	0.00	64,919.67CR	0.00	4,739.10	0.00	60,180.57CR	1,217,990.45
701-11-000-84	0.00	163,584.86	0.00	0.00	32,043.72CR	131,541.14	29,470.82CR
701-11-000-90	0.00	0.00	0.00	6,345.19	0.00	6,345.19	1,652,514.95
701-11-088-41	0.00	0.00	0.00	0.00	0.00	0.00	0.00
801-11-000-00	0.00	152,177.14	0.00	863.24	128,126.06CR	24,914.32	183,076.70
801-11-000-84	0.00	152,177.14CR	0.00	0.00	152,242.14	65.00	65,855.42CR
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	1,387,578.57CR	5,464,509.67	0.00	3,586.97	4,433,872.37CR	353,354.30CR	230,782.53
** TOTALS **	1,387,578.57CR	8,169,028.92	0.00	389,087.15	10,989,188.97CR	3,818,651.47CR	100,589,690.96

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

ACCOUNT	AVERAGE BALANCE
101 11-000-00	2,043,825.57
101 11-000-10	200.00
101 11-000-20	0.00
101 11-000-58	0.00
101 11-000-84	3,739,670.66
101 11-000-90	6,339,374.07
101 11-027-87	0.00
200 11-000-84	0.00
201 11-000-00	101,549.47
201 11-000-10	200.00
201 11-000-84	403,070.17
201 11-000-85	0.00
201 11-000-90	77,345.98
201 11-000-91	641,148.33
201 11-000-95	8,538,717.00
201 11-012-73	0.00
201 11-032-89	0.00
202 11-000-84	5,780,304.99CR
202 11-000-85	0.00
202 11-000-91	834,961.24

FUND: ALL

DATES: 1/01/2025- 1/31/2025

ACCT: ALL

TYPE: ALL CASH

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

ACCOUNT	AVERAGE BALANCE
202 11-000-92	52,037,529.87
202 11-036-37	0.00
205 11-000-84	399,169.22CR
205 11-000-85	0.00
301 11-000-00	1,300,376.92
301 11-000-84	122,274.49
301 11-000-90	73,141.19
401 11-000-00	47,620.32
401 11-000-70	0.00
401 11-000-84	34,995.07
401 11-058-24	0.00
402 11-000-00	285,814.44
403 11-000-00	1,181,189.25
404 11-000-00	0.00
404 11-000-50	1,653,049.45
404 11-000-60	3,721,343.58
404 11-000-70	2,019,731.45
404 11-000-90	335,468.53
405 11-000-00	371,075.64
405 11-000-84	764,526.76
406 11-000-00	0.00
406 11-000-41	0.00
406 11-000-42	0.00
406 11-000-43	0.00
406 11-000-84	500,552.72
407 11-000-84	0.00
501 11-000-00	0.00
501 11-000-55	291,283.97
501 11-000-56	0.00
501 11-000-58	8,952.73
501 11-000-59	2,613,122.37
501 11-000-60	3,616,819.49CR
501 11-000-61	3,069,614.37
501 11-000-62	10,101,695.23
501 11-000-63	1,234,522.69
501 11-000-84	2,220,270.09CR
501 11-000-90	0.00
501 11-008-38	164,749.92
501 11-026-00	0.00
601 11-000-00	0.00
601 11-000-84	726,309.29
701 11-000-00	1,222,019.75
701 11-000-84	54,358.10CR
701 11-000-90	1,646,374.44
701 11-088-41	0.00
801 11-000-00	206,076.59
801 11-000-84	78,215.41CR
802 11-000-00	247,837.26
802 11-000-01	1,606,064.31

FUND: ALL

DATES: 1/01/2025- 1/31/2025

ACCT: ALL

TYPE: ALL CASH

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

ACCOUNT	AVERAGE BALANCE
802 11-000-02	1,189,487.62
802 11-000-05	1,273,663.46
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	750,571.86

DATES: 1/01/2025- 1/31/2025

		BEGINNING	TOTAL	TOTAL	ENDING	AVERAGE
		BALANCE	DEBITS	CREDITS	BALANCE	DAILY
						BALANCE
General Fund						
101-11-000-00	General Fund Cas	2,253,268.24	651,959.40	743,164.13CR	2,162,063.51	2,043,825.57
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	4,025,630.20	1,174,000.24	1,695,122.52CR	3,504,507.92	3,739,670.66
101-11-000-90	Investment Accou	6,278,613.12	163,655.24	43,167.00CR	6,399,101.36	6,339,374.07
101-11-027-87	Municipal Saving	0.00	0.00	0.00	0.00	0.00
FUND 101 TOTAL		12,557,711.56	1,989,614.88	2,481,453.65CR	12,065,872.79	12,123,070.30
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	129,956.00	379.67	57,235.32CR	73,100.35	101,549.47
201-11-000-10	Cash Drawer	200.00	0.00	0.00	200.00	200.00
201-11-000-84	Claim on Cash Wa	335,782.89	244,292.77	144,785.17CR	435,290.49	403,070.17
201-11-000-85	Water Claim on O	0.00	0.00	0.00	0.00	0.00
201-11-000-90	Investment Accou	77,336.36	298.11	0.00	77,634.47	77,345.98
201-11-000-91	Water Impact Fee	641,068.62	2,471.02	0.00	643,539.64	641,148.33
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	0.00	0.00	0.00	0.00	0.00
201-11-032-89	Cash in bank - T	0.00	0.00	0.00	0.00	0.00
FUND 201 TOTAL		9,723,060.87	247,441.57	202,020.49CR	9,768,481.95	9,762,030.95
Sewer Fund						
202-11-000-84	Claim on Cash Se	6,245,437.90CR	1,657,760.46	140,572.02CR	4,728,249.46CR	5,780,304.99CR
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	834,857.43	3,217.96	0.00	838,075.39	834,961.24
202-11-000-92	Utility Funding	52,471,583.81	201,310.93	1,517,442.58CR	51,155,452.16	52,037,529.87
202-11-036-37	Sewer Reserve ca	0.00	0.00	0.00	0.00	0.00
FUND 202 TOTAL		47,061,003.34	1,862,289.35	1,658,014.60CR	47,265,278.09	47,092,186.12
Solid Waste Fund						
205-11-000-84	Claim on Cash Ga	272,733.39CR	80,736.65	221,969.18CR	413,965.92CR	399,169.22CR
205-11-000-85	Trash Claim on O	0.00	0.00	0.00	0.00	0.00
FUND 205 TOTAL		272,733.39CR	80,736.65	221,969.18CR	413,965.92CR	399,169.22CR

DATES: 1/01/2025- 1/31/2025

		BEGINNING	TOTAL	TOTAL	ENDING	AVERAGE
		BALANCE	DEBITS	CREDITS	BALANCE	DAILY
						BALANCE
Debt Service Fund						
301-11-000-00	Debt Service Cas	1,293,875.92	201,530.98	0.00	1,495,406.90	1,300,376.92
301-11-000-84	Claim on Cash De	122,274.49	0.00	0.00	122,274.49	122,274.49
301-11-000-90	Investment Accou	73,132.10	281.89	0.00	73,413.99	73,141.19
FUND 301 TOTAL		1,489,282.51	201,812.87	0.00	1,691,095.38	1,495,792.60
Special Revenue Fund						
401-11-000-00	Special Revenue	47,078.26	1,162.26	0.00	48,240.52	47,620.32
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	34,604.90	2,011.47	1,222.00CR	35,394.37	34,995.07
401-11-058-24	Seizure Fund Cas	0.00	0.00	0.00	0.00	0.00
FUND 401 TOTAL		81,683.16	3,173.73	1,222.00CR	83,634.89	82,615.39
TIRZ Jackson Ridge						
402-11-000-00	TIRZ Cash	285,778.69	1,108.35	0.00	286,887.04	285,814.44
FUND 402 TOTAL		285,778.69	1,108.35	0.00	286,887.04	285,814.44
Impact Fees						
403-11-000-00	Impact Fees Cash	1,181,041.49	4,580.51	0.00	1,185,622.00	1,181,189.25
FUND 403 TOTAL		1,181,041.49	4,580.51	0.00	1,185,622.00	1,181,189.25
Development Fees						
404-11-000-00	Development Fees	0.00	0.00	0.00	0.00	0.00
404-11-000-50	Investment Acct-	1,668,606.13	37,890.31	38,876.50CR	1,667,619.94	1,653,049.45
404-11-000-60	Investment acct-	3,720,816.38	15,009.28	0.00	3,735,825.66	3,721,343.58
404-11-000-70	Investment Acct-	2,074,171.82	7,802.07	70,643.90CR	2,011,329.99	2,019,731.45
404-11-000-90	Investment Accou	335,426.82	33,459.92	32,167.00CR	336,719.74	335,468.53
FUND 404 TOTAL		7,799,021.15	94,161.58	141,687.40CR	7,751,495.33	7,729,593.01
Grant Fund						
405-11-000-00	Grant Fund Cash	371,029.22	1,438.99	0.00	372,468.21	371,075.64
405-11-000-84	Claim on Cash Gr	764,680.60	0.00	2,384.45CR	762,296.15	764,526.76
FUND 405 TOTAL		1,135,709.82	1,438.99	2,384.45CR	1,134,764.36	1,135,602.40

DATES: 1/01/2025- 1/31/2025

		BEGINNING	TOTAL	TOTAL	ENDING	AVERAGE
		BALANCE	DEBITS	CREDITS	BALANCE	DAILY
						BALANCE
Holding Acct Dev Agreemts						
406-11-000-00	Developer Cash H	0.00	0.00	0.00	0.00	0.00
406-11-000-41	Cash - Union Mai	0.00	0.00	0.00	0.00	0.00
406-11-000-42	Cash - Union Lif	0.00	0.00	0.00	0.00	0.00
406-11-000-43	Cash - Union ETJ	0.00	0.00	0.00	0.00	0.00
406-11-000-84	Claim on Cash Ho	463,288.90	99,323.05	24,696.95CR	537,915.00	500,552.72
FUND 406 TOTAL		463,288.90	99,323.05	24,696.95CR	537,915.00	500,552.72
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	0.00	0.00	0.00	0.00	0.00
501-11-000-55	Vehicle Replacem	350,827.96	12,149.41	70,897.00CR	292,080.37	291,283.97
501-11-000-56	Project 38 Fund	0.00	0.00	0.00	0.00	0.00
501-11-000-58	Escrow Cash - AH	8,951.61	34.72	0.00	8,986.33	8,952.73
501-11-000-59	Cash - CO 2022 P	2,942,780.81	10,073.05	929,953.15CR	2,022,900.71	2,613,122.37
501-11-000-60	Cash - CO 2023 K	3,617,431.40CR	18,969.23	0.00	3,598,462.17CR	3,616,819.49CR
501-11-000-61	Cash - CO 2024 S	3,224,219.70	11,831.32	436,781.50CR	2,799,269.52	3,069,614.37
501-11-000-62	ABP LLC Cash Esc	10,213,903.05	39,123.40	396,830.00CR	9,856,196.45	10,101,695.23
501-11-000-63	HPR Lennar Escro	1,262,735.13	4,805.65	99,207.50CR	1,168,333.28	1,234,522.69
501-11-000-84	Claim on Cash Ca	2,059,544.87CR	2,176,158.15	3,760,325.77CR	3,643,712.49CR	2,220,270.09CR
501-11-000-90	Investment Accou	0.00	0.00	0.00	0.00	0.00
501-11-008-38	Cash - Water Bon	164,729.44	634.93	0.00	165,364.37	164,749.92
501-11-026-00	Cash in LOGIC -	0.00	0.00	0.00	0.00	0.00
FUND 501 TOTAL		12,491,171.43	2,273,779.86	5,693,994.92CR	9,070,956.37	11,646,851.70
NAVO FWSD Fund						
601-11-000-00	FWSD Cash	0.00	0.00	0.00	0.00	0.00
601-11-000-84	Claim on Cash NA	726,309.29	0.00	0.00	726,309.29	726,309.29
FUND 601 TOTAL		726,309.29	0.00	0.00	726,309.29	726,309.29
MDD						
701-11-000-00	MDD Cash	1,278,171.02	101,904.29	162,084.86CR	1,217,990.45	1,222,019.75
701-11-000-84	Claim on Cash MD	161,011.96CR	163,584.86	32,043.72CR	29,470.82CR	54,358.10CR
701-11-000-90	Investment Accou	1,646,169.76	6,345.19	0.00	1,652,514.95	1,646,374.44
701-11-088-41	EDC cash	0.00	0.00	0.00	0.00	0.00
FUND 701 TOTAL		2,763,328.82	271,834.34	194,128.58CR	2,841,034.58	2,814,036.09

DATES: 1/01/2025- 1/31/2025

		BEGINNING BALANCE	TOTAL DEBITS	TOTAL CREDITS	ENDING BALANCE	AVERAGE DAILY BALANCE
Employee Benefit Trust						
801-11-000-00	Employee Benefit	158,162.38	153,040.38	128,126.06CR	183,076.70	206,076.59
801-11-000-84	Claim on Cash EB	65,920.42CR	152,347.14	152,282.14CR	65,855.42CR	78,215.41CR
	FUND 801 TOTAL	92,241.96	305,387.52	280,408.20CR	117,221.28	127,861.18
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	584,136.83	5,512,369.63	5,865,723.93CR	230,782.53	750,571.86
	FUND 901 TOTAL	584,136.83	5,512,369.63	5,865,723.93CR	230,782.53	750,571.86
	REPORT TOTALS	104,408,342.43	12,949,052.88	16,767,704.35CR	100,589,690.96	103,301,214.08
		=====	=====	=====	=====	=====

SELECTION CRITERIA

PRINT CURRENT

FUND: All
ACCOUNT TYPE: ALL CASH
TRANSACTION DATES: 1/01/2025 THRU 1/31/2025
PERIOD 13: EXCLUDE

PRINT OPTIONS

REPORT TYPE: SUMMARY
RECAP ONLY: NO
DESCRIPTIONS: NO

*** END OF REPORT ***



Revenue/Expense by Fund

(Unaudited)

January 2025

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

101-General Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	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	134,300 (	9,727.39)	22,533.61	0.00	111,766.39	16.78
Taxes	6,783,000	724,597.44	4,356,949.54	0.00	2,426,050.46	64.23
Grants	74,979	0.00	0.00	0.00	74,979.00	0.00
Donations	4,200	3,270.02	6,012.59	0.00 (	1,812.59)	143.16
Charges for Services	8,824,937	334,330.53	2,431,668.93	0.00	6,393,268.07	27.55
Permits	2,634,780	31,341.60	575,964.37	0.00	2,058,815.63	21.86
Miscellaneous	717,880	70,800.25	217,143.70	0.00	500,736.30	30.25
TOTAL GENERAL REVENUE	19,174,076	1,154,612.45	7,610,272.74	0.00	11,563,803.26	39.69
TOTAL REVENUE	19,174,076	1,154,612.45	7,610,272.74	0.00	11,563,803.26	39.69
	=====	=====	=====	=====	=====	=====

EXPENSE SUMMARY

Administration

Personnel	795,088	57,272.62	229,892.77	0.00	565,195.23	28.91
Materials & Supplies	17,000 (	38.99)	3,997.00	0.00	13,003.00	23.51
Repairs & Maintenance	43,000	13,617.63	52,694.33	4,140.98 (	13,835.31)	132.18
Utilities	23,000	2,038.96	7,009.21	0.00	15,990.79	30.47
Contract Services	368,400	42,928.19	126,637.62	0.00	241,762.38	34.38
Fees & Other Services	206,651	12,905.69	129,156.53	51,960.00	25,534.47	87.64
Miscellaneous	30,000	1,175.90	11,809.68	94,015.44 (	75,825.12)	352.75
TOTAL Administration	1,483,139	129,900.00	561,197.14	150,116.42	771,825.44	47.96

Police Department

Personnel	4,144,303	321,661.01	1,296,384.57	0.00	2,847,918.43	31.28
Materials & Supplies	234,143	17,332.77	62,391.29	0.00	171,751.71	26.65
Repairs & Maintenance	73,000	13,973.29	32,941.17	0.00	40,058.83	45.12
Utilities	35,710	2,983.96	13,697.62	0.00	22,012.38	38.36
Contract Services	68,609	620.00	24,978.29	0.00	43,630.71	36.41
Fees & Other Services	238,590	31,560.67	73,952.31	18,390.94	146,246.75	38.70
Public Safety	183,030 (	50.00)	132,843.52	28,367.67	21,818.81	88.08
Miscellaneous	48,000	0.00	46.49	56,898.15 (	8,944.64)	118.63
TOTAL Police Department	5,025,385	388,081.70	1,637,235.26	103,656.76	3,284,492.98	34.64

Fire Department

Personnel	6,615,050	530,455.56	1,985,692.14	0.00	4,629,357.86	30.02
Materials & Supplies	313,250	11,628.58	192,247.31	69,754.47	51,248.22	83.64
Repairs & Maintenance	386,728	26,786.02	138,050.96	62,985.00	185,692.04	51.98
Utilities	57,980	4,412.73	23,118.03	0.00	34,861.97	39.87
Contract Services	50,450	0.00	1,275.00	0.00	49,175.00	2.53
Fees & Other Services	125,250	45,607.10	83,850.40	0.00	41,399.60	66.95
Public Safety	67,262	0.00	27,453.78	43,539.10 (	3,730.88)	105.55
Miscellaneous	80,000	0.00	0.00	0.00	80,000.00	0.00

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

101-General Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Debt Service	0	7,952.98	31,811.92	0.00	(31,811.92)	0.00
TOTAL Fire Department	7,695,970	626,842.97	2,483,499.54	176,278.57	5,036,191.89	34.56
AAA						
Streets Department						
Personnel	344,271	21,658.71	84,134.29	0.00	260,136.71	24.44
Materials & Supplies	28,551	4,353.13	12,802.04	0.00	15,748.96	44.84
Repairs & Maintenance	60,000	2,521.98	20,470.05	7,979.27	31,550.68	47.42
Utilities	38,270	1,663.12	15,002.23	0.00	23,267.77	39.20
Contract Services	30,000	0.00	2,568.24	0.00	27,431.76	8.56
Fees & Other Services	4,463	879.64	1,479.22	0.00	2,983.78	33.14
Miscellaneous	0	0.00	0.00	8,418.00	(8,418.00)	0.00
TOTAL Streets Department	505,555	31,076.58	136,456.07	16,397.27	352,701.66	30.23
Development Services						
Personnel	713,356	67,554.84	247,072.77	0.00	466,283.23	34.64
Materials & Supplies	13,600	306.39	2,692.26	0.00	10,907.74	19.80
Repairs & Maintenance	1,000	37.00	2,150.51	0.00	(1,150.51)	215.05
Contract Services	1,540,000	41,292.88	342,116.71	0.00	1,197,883.29	22.22
Fees & Other Services	52,160	1,731.62	9,901.00	1,403.00	40,856.00	21.67
Miscellaneous	0	0.00	0.00	6,500.00	(6,500.00)	0.00
TOTAL Development Services	2,320,116	110,922.73	603,933.25	7,903.00	1,708,279.75	26.37
Court						
Personnel	85,724	6,793.88	27,324.02	0.00	58,399.98	31.87
Materials & Supplies	1,000	51.75	609.99	0.00	390.01	61.00
Contract Services	31,900	1,400.00	7,840.00	0.00	24,060.00	24.58
Fees & Other Services	5,685	731.62	6,594.77	0.00	(909.77)	116.00
TOTAL Court	124,309	8,977.25	42,368.78	0.00	81,940.22	34.08
Parks & Recreation						
Personnel	283,705	26,450.14	99,588.90	0.00	184,116.10	35.10
Materials & Supplies	9,300	288.27	3,351.35	0.00	5,948.65	36.04
Repairs & Maintenance	60,000	766.78	11,120.16	0.00	48,879.84	18.53
Utilities	4,500	869.20	3,660.40	0.00	839.60	81.34
Fees & Other Services	9,120	844.18	1,523.52	0.00	7,596.48	16.71
Miscellaneous	173,000	1,075.00	41,784.93	0.00	131,215.07	24.15
TOTAL Parks & Recreation	539,625	30,293.57	161,029.26	0.00	378,595.74	29.84
Library						
Personnel	353,073	29,427.66	117,802.85	0.00	235,270.15	33.37
Materials & Supplies	55,060	2,756.94	15,554.57	3,767.17	35,738.26	35.09
Repairs & Maintenance	12,280	1,156.00	3,318.00	0.00	8,962.00	27.02
Utilities	19,548	1,271.34	6,550.30	0.00	12,997.70	33.51
Contract Services	1,800	0.00	300.00	0.00	1,500.00	16.67
Fees & Other Services	35,666	7,208.57	16,075.26	0.00	19,590.74	45.07
Miscellaneous	16,400	0.00	2,505.01	0.00	13,894.99	15.27
TOTAL Library	493,827	41,820.51	162,105.99	3,767.17	327,953.84	33.59

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

101-General Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Providence Village PD						
Personnel	0	3,980.48	6,294.61	0.00 (	6,294.61)	0.00
Fees & Other Services	0	12,662.73	19,883.19	510.00 (	20,393.19)	0.00
Public Safety	<u>0</u>	<u>0.00</u>	<u>5,079.36</u>	<u>157.28</u> (	<u>5,236.64)</u>	<u>0.00</u>
TOTAL Providence Village PD	0	16,643.21	31,257.16	667.28 (	31,924.44)	0.00
Fleet						
HR						
Personnel	168,567	11,368.30	45,278.24	0.00	123,288.76	26.86
Materials & Supplies	300	0.00	0.00	0.00	300.00	0.00
Contract Services	14,900	369.00	3,852.50	0.00	11,047.50	25.86
Fees & Other Services	13,510	0.00	0.00	0.00	13,510.00	0.00
Miscellaneous	<u>48,000</u>	<u>0.00</u>	<u>6,432.53</u>	<u>0.00</u>	<u>41,567.47</u>	<u>13.40</u>
TOTAL HR	<u>245,277</u>	<u>11,737.30</u>	<u>55,563.27</u>	<u>0.00</u>	<u>189,713.73</u>	<u>22.65</u>
TOTAL EXPENSES	18,433,203	1,396,295.82	5,874,645.72	458,786.47	12,099,770.81	34.36
	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENSES	740,873 (	241,683.37)	1,735,627.02 (	458,786.47) (	535,967.55)	172.34

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

101-General Fund

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Fines and Fees</u>						
101-4000-01-4363 Code Enforcement Citati	300	0.00	248.17	0.00	51.83	82.72
101-4000-01-4400 Fines and fees	130,000	(9,827.39)	21,635.44	0.00	108,364.56	16.64
101-4000-01-4410 Warrant Income	<u>4,000</u>	<u>100.00</u>	<u>650.00</u>	<u>0.00</u>	<u>3,350.00</u>	<u>16.25</u>
TOTAL Fines and Fees	134,300	(9,727.39)	22,533.61	0.00	111,766.39	16.78
 <u>Taxes</u>						
101-4000-02-4100 Property Taxes	2,750,000	423,412.71	2,969,547.77	0.00	(219,547.77)	107.98
101-4000-02-4130 Sales Taxes	2,500,000	193,029.31	813,671.80	0.00	1,686,328.20	32.55
101-4000-02-4140 Franchise Tax-Electric	317,000	73,032.52	180,889.73	0.00	136,110.27	57.06
101-4000-02-4141 Franchise Tax-Gas	45,000	3,924.51	3,924.51	0.00	41,075.49	8.72
101-4000-02-4142 Franchise Tax-Telephone	4,000	92.28	1,026.90	0.00	2,973.10	25.67
101-4000-02-4143 Franchise Tax-Cable TV	12,000	0.00	1,944.23	0.00	10,055.77	16.20
101-4000-02-4144 Franchise Tax-Water	840,000	0.00	267,295.13	0.00	572,704.87	31.82
101-4000-02-4146 Franchise Tax-Garbage	<u>315,000</u>	<u>31,106.11</u>	<u>118,649.47</u>	<u>0.00</u>	<u>196,350.53</u>	<u>37.67</u>
TOTAL Taxes	6,783,000	724,597.44	4,356,949.54	0.00	2,426,050.46	64.23
 <u>Grants</u>						
101-4000-03-4391 Grants - Police	<u>74,979</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>74,979.00</u>	<u>0.00</u>
TOTAL Grants	74,979	0.00	0.00	0.00	74,979.00	0.00
 <u>Donations</u>						
101-4000-04-4390 Donations-Police	0	0.00	1,000.00	0.00	(1,000.00)	0.00
101-4000-04-4392 Donations-Fire	0	0.00	1,000.00	0.00	(1,000.00)	0.00
101-4000-04-4393 Donations-Library	<u>4,200</u>	<u>3,270.02</u>	<u>4,012.59</u>	<u>0.00</u>	<u>187.41</u>	<u>95.54</u>
TOTAL Donations	4,200	3,270.02	6,012.59	0.00	(1,812.59)	143.16
 <u>Charges for Services</u>						
101-4000-06-4104 Aspen Meadow Police	100,000	0.00	11,155.55	0.00	88,844.45	11.16
101-4000-06-4312 DC FWSD # 8A	0	0.00	26,637.30	0.00	(26,637.30)	0.00
101-4000-06-4314 DC FWSD # 8B	0	0.00	27,471.34	0.00	(27,471.34)	0.00
101-4000-06-4316 Providence Village WCID	615,000	0.00	191,919.58	0.00	423,080.42	31.21
101-4000-06-4318 DC FWSD # 10 Elm Ridge	0	0.00	104,654.58	0.00	(104,654.58)	0.00
101-4000-06-4320 DC FWSD # 11A	0	0.00	24,278.39	0.00	(24,278.39)	0.00
101-4000-06-4321 DC FWSD # 11B	0	0.00	38,316.72	0.00	(38,316.72)	0.00
101-4000-06-4323 DC FWSD #11C	0	0.00	16,336.62	0.00	(16,336.62)	0.00
101-4000-06-4370 DC FWSD Total Revenue	777,000	0.00	0.00	0.00	777,000.00	0.00
101-4000-06-4401 Providence Village Poli	1,275,156	0.00	329,252.46	0.00	945,903.54	25.82
101-4000-06-4402 Silverado Police	1,030,800	0.00	166,363.07	0.00	864,436.93	16.14
101-4000-06-4403 Sandbrock Police	477,000	41,392.00	138,681.19	0.00	338,318.81	29.07
101-4000-06-4404 DISD SRO	242,488	60,621.90	175,640.05	0.00	66,847.95	72.43
101-4000-06-4420 Accident Reports	500	90.00	270.00	0.00	230.00	54.00
101-4000-06-4480 Library fines & fees	500	0.00	133.93	0.00	366.07	26.79
101-4000-06-4481 Public Services - copie	1,500	0.00	999.53	0.00	500.47	66.64
101-4000-06-4482 Denton Co Library Pledg	22,500	21,400.00	21,400.00	0.00	1,100.00	95.11
101-4000-06-4483 Krugerville Library ILA	5,000	10,000.00	10,000.00	0.00	(5,000.00)	200.00
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	0.00	0.00	32,500.00	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2025

101-General Fund

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
101-4000-06-4486 Silverado Library Fee	15,000	0.00	0.00	0.00	15,000.00	0.00
101-4000-06-4501 Community Building rent	2,000	233.56	1,683.56	0.00	316.44	84.18
101-4000-06-4730 Denton County Pledge Fi	10,000	0.00	0.00	0.00	10,000.00	0.00
101-4000-06-4732 Denton Co Medic	385,000	0.00	0.00	0.00	385,000.00	0.00
101-4000-06-4735 Denton Co Fire Runs	500,000	0.00	154,000.00	0.00	346,000.00	30.80
101-4000-06-4741 Krugerville ILA Fire	165,000	41,908.75	41,908.75	0.00	123,091.25	25.40
101-4000-06-4742 Silverado Fire	1,325,000	0.00	196,079.75	0.00	1,128,920.25	14.80
101-4000-06-4744 Sandbrock Fire	306,000	6,081.44	83,011.91	0.00	222,988.09	27.13
101-4000-06-4745 Aspen Meadow Fire	110,000	0.00	18,644.43	0.00	91,355.57	16.95
101-4000-06-4746 Oak Point ILA EMS	27,143	0.00	27,143.00	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	1,377,000	152,602.88	625,687.22	0.00	751,312.78	45.44
TOTAL Charges for Services	8,824,937	334,330.53	2,431,668.93	0.00	6,393,268.07	27.55
<u>Permits</u>						
101-4000-07-4200 Building Permits	1,100,000	11,838.00	238,172.85	0.00	861,827.15	21.65
101-4000-07-4210 Plan Review fees	1,300,000	10,693.60	291,556.52	0.00	1,008,443.48	22.43
101-4000-07-4220 Inspection fees	200,000	2,950.00	31,010.00	0.00	168,990.00	15.51
101-4000-07-4250 Contractor registration	4,000	770.00	2,750.00	0.00	1,250.00	68.75
101-4000-07-4260 Other Permit fee	14,000	2,290.00	2,845.00	0.00	11,155.00	20.32
101-4000-07-4290 Health Permits	15,000	2,800.00	9,200.00	0.00	5,800.00	61.33
101-4000-07-4310 Demolition Permits	0	0.00	150.00	0.00	150.00	0.00
101-4000-07-4320 Sign Permit	1,300	0.00	280.00	0.00	1,020.00	21.54
101-4000-07-4330 Solicitation permit	360	0.00	0.00	0.00	360.00	0.00
101-4000-07-4350 Alcohol Permit	120	0.00	0.00	0.00	120.00	0.00
TOTAL Permits	2,634,780	31,341.60	575,964.37	0.00	2,058,815.63	21.86
<u>Miscellaneous</u>						
101-4000-09-4430 All Admin Fees	172,380	13,253.33	53,013.32	0.00	119,366.68	30.75
101-4000-09-4435 City Event Fees	80,000	8,305.00	16,308.53	0.00	63,691.47	20.39
101-4000-09-4500 Interest Income	400,000	36,459.46	132,973.79	0.00	267,026.21	33.24
101-4000-09-4540 Other Income	500	0.00	2,065.60	0.00	1,565.60	413.12
101-4000-09-4550 Gain on sale of assets	15,000	11,100.00	11,100.00	0.00	3,900.00	74.00
101-4000-09-4800 Insurance Proceeds	50,000	1,682.46	1,682.46	0.00	48,317.54	3.36
TOTAL Miscellaneous	717,880	70,800.25	217,143.70	0.00	500,736.30	30.25
<u>Contingency/FB</u>						
TOTAL REVENUE	19,174,076	1,154,612.45	7,610,272.74	0.00	11,563,803.26	39.69

101-General Fund

DEPARTMENT - Administration

% OF YEAR COMPLETED: 33.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5101-01-5101 Salaries	640,500	45,378.66	177,932.66	0.00	462,567.34	27.78
101-5101-01-5105 Overtime	2,000	0.00	3,077.38	0.00	(1,077.38)	153.87
101-5101-01-5106 Longevity	1,300	0.00	1,269.88	0.00	30.12	97.68
101-5101-01-5107 Retirement - TMRS	68,565	4,832.85	15,500.22	0.00	53,064.78	22.61
101-5101-01-5108 Payroll Tax Expense (me	9,335	633.69	2,935.51	0.00	6,399.49	31.45
101-5101-01-5109 Group Health Insurance	59,388	5,900.95	26,113.15	0.00	33,274.85	43.97
101-5101-01-5110 Workers Comp TML	1,000	526.47	832.54	0.00	167.46	83.25
101-5101-01-5621 Travel & Training	13,000	0.00	2,231.43	0.00	10,768.57	17.16
TOTAL Personnel	795,088	57,272.62	229,892.77	0.00	565,195.23	28.91
<u>Capital</u>						
<u>Materials & Supplies</u>						
101-5101-03-5050 Office Supplies	12,000	22.00	3,193.00	0.00	8,807.00	26.61
101-5101-03-5081 Uniforms	3,000	0.00	309.97	0.00	2,690.03	10.33
101-5101-03-5090 Postage	2,000	(60.99)	494.03	0.00	1,505.97	24.70
TOTAL Materials & Supplies	17,000	(38.99)	3,997.00	0.00	13,003.00	23.51
<u>Repairs & Maintenance</u>						
101-5101-04-5120 Building Maintenance	40,000	13,498.70	52,171.23	4,140.98	(16,312.21)	140.78
101-5101-04-5121 Equipment Maintenance	2,000	0.00	0.00	0.00	2,000.00	0.00
101-5101-04-5122 Vehicle Maintenance	1,000	118.93	523.10	0.00	476.90	52.31
TOTAL Repairs & Maintenance	43,000	13,617.63	52,694.33	4,140.98	(13,835.31)	132.18
<u>Utilities</u>						
101-5101-05-5616 Utilities -Electricity	8,000	45.16	686.21	0.00	7,313.79	8.58
101-5101-05-5617 Utilities -Gas	2,500	266.62	596.18	0.00	1,903.82	23.85
101-5101-05-5618 Utilities -Telephone	8,500	1,428.17	4,825.24	0.00	3,674.76	56.77
101-5101-05-5619 Utilities -Water/Sewer	4,000	299.01	901.58	0.00	3,098.42	22.54
TOTAL Utilities	23,000	2,038.96	7,009.21	0.00	15,990.79	30.47
<u>Contract Services</u>						
101-5101-06-5060 Election Services	11,000	0.00	0.00	0.00	11,000.00	0.00
101-5101-06-5230 Contract Labor	2,000	0.00	110.00	0.00	1,890.00	5.50
101-5101-06-5300 Benefits Administration	26,400	2,170.00	8,680.00	0.00	17,720.00	32.88
101-5101-06-5620 Legal & Professional	325,000	40,758.19	117,373.22	0.00	207,626.78	36.11
101-5101-06-5685 Storage Building	4,000	0.00	474.40	0.00	3,525.60	11.86
TOTAL Contract Services	368,400	42,928.19	126,637.62	0.00	241,762.38	34.38
<u>Fees & Other Services</u>						
101-5101-07-5150 Printing	15,000	0.00	1,295.00	0.00	13,705.00	8.63
101-5101-07-5190 Insurance - TML	7,000	3,376.73	5,302.19	0.00	1,697.81	75.75
101-5101-07-5220 Advertising & Notices	4,800	0.00	2,051.40	0.00	2,748.60	42.74
101-5101-07-5260 Dues and Membership	9,000	413.35	7,286.05	0.00	1,713.95	80.96
101-5101-07-5280 Copier Maintenance cont	10,000	747.00	3,051.20	0.00	6,948.80	30.51
101-5101-07-5310 Tax Assessor/Collector	0	282.70	282.70	0.00	(282.70)	0.00
101-5101-07-5320 Appraisal District Fees	36,804	0.00	9,693.66	0.00	27,110.34	26.34

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

101-General Fund

DEPARTMENT - Administration

% OF YEAR COMPLETED: 33.33

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	0.00	0.00	1,407.00	0.00
101-5101-07-5665 Technology	117,640	8,085.91	100,199.85	51,960.00 (	34,519.85)	129.34
101-5101-07-5666 Bank Fees	5,000	0.00	(5.52)	0.00	5,005.52	0.11-
TOTAL Fees & Other Services	206,651	12,905.69	129,156.53	51,960.00	25,534.47	87.64
<u>Miscellaneous</u>						
101-5101-09-5130 Community Development	20,000	561.11	7,881.37	0.00	12,118.63	39.41
101-5101-09-5131 Meetings	5,000	0.00	2,093.67	0.00	2,906.33	41.87
101-5101-09-5132 Employee Appreciation	0	0.00	594.11	1,600.00 (	2,194.11)	0.00
101-5101-09-5133 Marketing & Promotions	5,000	0.00	289.83	0.00	4,710.17	5.80
101-5101-09-5140 Miscellaneous	0	614.79	950.70	0.00 (	950.70)	0.00
101-5101-09-5685 Capital Expenditures	0	0.00	0.00	92,415.44 (	92,415.44)	0.00
TOTAL Miscellaneous	30,000	1,175.90	11,809.68	94,015.44 (	75,825.12)	352.75
<u>Debt Service</u>						
TOTAL Administration	1,483,139	129,900.00	561,197.14	150,116.42	771,825.44	47.96

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2025

101-General Fund

DEPARTMENT - Police Department

% OF YEAR COMPLETED: 33.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5102-01-5101 Salaries	3,088,499	232,336.99	944,931.91	0.00	2,143,567.09	30.60
101-5102-01-5105 Overtime	94,883	3,974.86	49,870.75	0.00	45,012.25	52.56
101-5102-01-5106 Longevity	4,950	0.00	4,489.76	0.00	460.24	90.70
101-5102-01-5107 Retirement - TMRS	339,557	25,175.71	83,008.04	0.00	256,548.96	24.45
101-5102-01-5108 Payroll Tax Expense (me	46,231	3,301.96	15,792.02	0.00	30,438.98	34.16
101-5102-01-5109 Group Health Insurance	427,594	37,040.42	155,001.45	0.00	272,592.55	36.25
101-5102-01-5110 Workers Comp TML	87,700	19,742.57	31,220.32	0.00	56,479.68	35.60
101-5102-01-5621 Travel & Training	54,889	88.50	12,070.32	0.00	42,818.68	21.99
TOTAL Personnel	4,144,303	321,661.01	1,296,384.57	0.00	2,847,918.43	31.28
<u>Materials & Supplies</u>						
101-5102-03-5050 Office Supplies	16,968	0.00	3,226.67	0.00	13,741.33	19.02
101-5102-03-5051 Printing	5,000	0.00	0.00	0.00	5,000.00	0.00
101-5102-03-5080 Gas & Oil	175,000	9,080.68	41,222.16	0.00	133,777.84	23.56
101-5102-03-5081 Uniforms	27,376	3,955.85	12,412.94	0.00	14,963.06	45.34
101-5102-03-5082 Ballistic Vests	9,299	4,296.24	5,367.86	0.00	3,931.14	57.73
101-5102-03-5090 Postage	500	0.00	161.66	0.00	338.34	32.33
TOTAL Materials & Supplies	234,143	17,332.77	62,391.29	0.00	171,751.71	26.65
<u>Repairs & Maintenance</u>						
101-5102-04-5120 Building Maintenance	8,000	266.00	2,848.78	0.00	5,151.22	35.61
101-5102-04-5121 Equipment Maintenance	5,000	0.00	418.80	0.00	4,581.20	8.38
101-5102-04-5122 Vehicle Maintenance	60,000	13,707.29	29,673.59	0.00	30,326.41	49.46
TOTAL Repairs & Maintenance	73,000	13,973.29	32,941.17	0.00	40,058.83	45.12
<u>Utilities</u>						
101-5102-05-5616 Utilities -Electricity	3,500	0.00	1,184.21	0.00	2,315.79	33.83
101-5102-05-5618 Utilities -Telephone	30,010	2,882.62	12,207.32	0.00	17,802.68	40.68
101-5102-05-5619 Utilities -Water/Sewer	2,200	101.34	306.09	0.00	1,893.91	13.91
TOTAL Utilities	35,710	2,983.96	13,697.62	0.00	22,012.38	38.36
<u>Contract Services</u>						
101-5102-06-5240 Drug testing/background	2,300	390.00	835.00	0.00	1,465.00	36.30
101-5102-06-5610 Power DMS	29,259	0.00	22,273.08	0.00	6,985.92	76.12
101-5102-06-5620 Legal and Professional	3,000	0.00	0.00	0.00	3,000.00	0.00
101-5102-06-5621 Childrens' Advocacy Cen	7,000	0.00	10.21	0.00	6,989.79	0.15
101-5102-06-5685 Storage Building - Wils	540	0.00	120.00	0.00	420.00	22.22
101-5102-06-5690 Forensic Testing	26,510	230.00	1,740.00	0.00	24,770.00	6.56
TOTAL Contract Services	68,609	620.00	24,978.29	0.00	43,630.71	36.41
<u>Fees & Other Services</u>						
101-5102-07-5190 Insurance - TML	45,710	16,039.46	25,185.37	0.00	20,524.63	55.10
101-5102-07-5220 Advertising & Notices	300	0.00	28.56	0.00	271.44	9.52
101-5102-07-5260 Dues and Memberships	2,855	0.00	430.20	0.00	2,424.80	15.07
101-5102-07-5280 Maintenance contracts	116,307	11,375.34	23,141.27	0.00	93,165.73	19.90
101-5102-07-5660 Administration Fee	43,000	3,583.33	14,333.32	0.00	28,666.68	33.33
101-5102-07-5665 Technology	30,418	562.54	10,833.59	18,390.94	1,193.47	96.08
TOTAL Fees & Other Services	238,590	31,560.67	73,952.31	18,390.94	146,246.75	38.70

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

101-General Fund

DEPARTMENT - Police Department

% OF YEAR COMPLETED: 33.33

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	14,196	0.00	2,555.27	0.00	11,640.73	18.00
101-5102-08-5071 Communications Supplies	11,229	0.00	15,709.92	0.00 (	4,480.92)	139.90
101-5102-08-5072 Promotional Supplies	15,440	0.00	2,884.36	0.00	12,555.64	18.68
101-5102-08-5625 Ammo/Firearms/Safety Eq	30,000 (	50.00)	24,820.97	6,467.67 (	1,288.64)	104.30
101-5102-08-5626 Taser 7 Lease	7,496	0.00	0.00	0.00	7,496.00	0.00
101-5102-08-5686 Flock Cameras	21,500	0.00	61,400.00	21,900.00 (	61,800.00)	387.44
101-5102-08-5687 Denton Cty Communicatio	83,169	0.00	25,473.00	0.00	57,696.00	30.63
TOTAL Public Safety	183,030 (	50.00)	132,843.52	28,367.67	21,818.81	88.08
<u>Miscellaneous</u>						
101-5102-09-5131 Meetings	0	0.00	46.49	0.00 (	46.49)	0.00
101-5102-09-5633 Capital - vehicles	0	0.00	0.00	56,898.15 (	56,898.15)	0.00
101-5102-09-5685 Capital - equipment	48,000	0.00	0.00	0.00	48,000.00	0.00
TOTAL Miscellaneous	48,000	0.00	46.49	56,898.15 (	8,944.64)	118.63
<u>Debt Service</u>						
TOTAL Police Department	5,025,385	388,081.70	1,637,235.26	103,656.76	3,284,492.98	34.64

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2025

101-General Fund

DEPARTMENT - Fire Department

% OF YEAR COMPLETED: 33.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5103-01-5101 Salaries	4,617,400	338,171.74	1,302,401.46	0.00	3,314,998.54	28.21
101-5103-01-5105 Overtime	450,000	40,981.33	219,100.15	0.00	230,899.85	48.69
101-5103-01-5106 Longevity	10,900	0.00	9,469.88	0.00	1,430.12	86.88
101-5103-01-5107 Retirement - TMRS	553,619	40,763.89	126,328.49	0.00	427,290.51	22.82
101-5103-01-5108 Payroll Tax Expense (me	75,375	5,333.24	23,959.65	0.00	51,415.35	31.79
101-5103-01-5109 Group Health Insurance	712,656	50,582.60	209,822.54	0.00	502,833.46	29.44
101-5103-01-5110 Workers Comp TML	162,000	44,674.61	70,647.13	0.00	91,352.87	43.61
101-5103-01-5621 Travel/Training	33,100	9,948.15	23,962.84	0.00	9,137.16	72.40
TOTAL Personnel	6,615,050	530,455.56	1,985,692.14	0.00	4,629,357.86	30.02
<u>Materials & Supplies</u>						
101-5103-03-5080 Gas & Oil	102,250	6,779.35	30,430.77	0.00	71,819.23	29.76
101-5103-03-5081 Uniforms	80,000	189.95	23,103.91	56,013.69	882.40	98.90
101-5103-03-5090 Postage	200	0.00	73.00	0.00	127.00	36.50
101-5103-03-5150 Office Supplies	10,800	0.00	1,073.81	0.00	9,726.19	9.94
101-5103-03-5155 Supplies - Medic	120,000	4,659.28	137,565.82	13,740.78	(31,306.60)	126.09
TOTAL Materials & Supplies	313,250	11,628.58	192,247.31	69,754.47	51,248.22	83.64
<u>Repairs & Maintenance</u>						
101-5103-04-5120 Building Maintenance	65,000	14,600.48	60,406.52	0.00	4,593.48	92.93
101-5103-04-5121 Equipment Maintenance	201,728	0.00	8,577.46	62,739.00	130,411.54	35.35
101-5103-04-5122 Vehicle Maintenance	120,000	12,185.54	69,066.98	246.00	50,687.02	57.76
TOTAL Repairs & Maintenance	386,728	26,786.02	138,050.96	62,985.00	185,692.04	51.98
<u>Utilities</u>						
101-5103-05-5616 Utilities -Electricity	16,000	786.45	10,945.72	0.00	5,054.28	68.41
101-5103-05-5617 Utilities -Gas	6,900	545.78	749.97	0.00	6,150.03	10.87
101-5103-05-5618 Utilities -Telephone	25,980	2,451.68	8,789.69	0.00	17,190.31	33.83
101-5103-05-5619 Utilities -Water/Sewer	7,600	628.82	2,149.68	0.00	5,450.32	28.29
101-5103-05-5620 Direct TV Navo	1,500	0.00	482.97	0.00	1,017.03	32.20
TOTAL Utilities	57,980	4,412.73	23,118.03	0.00	34,861.97	39.87
<u>Contract Services</u>						
101-5103-06-5620 Legal and Professional	50,000	0.00	1,275.00	0.00	48,725.00	2.55
101-5103-06-5658 Fire Extinguishers	450	0.00	0.00	0.00	450.00	0.00
TOTAL Contract Services	50,450	0.00	1,275.00	0.00	49,175.00	2.53
<u>Fees & Other Services</u>						
101-5103-07-5190 Insurance - TML	86,250	43,757.32	68,708.34	0.00	17,541.66	79.66
101-5103-07-5260 Dues and Memberships	10,000	280.00	5,335.01	0.00	4,664.99	53.35
101-5103-07-5280 Copier Maintenance Cont	2,000	140.00	560.00	0.00	1,440.00	28.00
101-5103-07-5665 Technology	27,000	1,429.78	9,247.05	0.00	17,752.95	34.25
TOTAL Fees & Other Services	125,250	45,607.10	83,850.40	0.00	41,399.60	66.95
<u>Public Safety</u>						
101-5103-08-5070 Firefighting Supplies	30,000	0.00	8,964.78	43,539.10	(22,503.88)	175.01
101-5103-08-5687 Denton Cty Communicatio	37,262	0.00	18,489.00	0.00	18,773.00	49.62
TOTAL Public Safety	67,262	0.00	27,453.78	43,539.10	(3,730.88)	105.55

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

101-General Fund

DEPARTMENT - Fire Department

% OF YEAR COMPLETED: 33.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Miscellaneous</u>						
101-5103-09-5132 Employee Appreciation	5,000	0.00	0.00	0.00	5,000.00	0.00
101-5103-09-5685 Capital Expenditures	<u>75,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>75,000.00</u>	<u>0.00</u>
TOTAL Miscellaneous	80,000	0.00	0.00	0.00	80,000.00	0.00
<u>Debt Service</u>						
101-5103-98-5693 Capital Lease - '18 Pir	<u>0</u>	<u>7,952.98</u>	<u>31,811.92</u>	<u>0.00</u>	(<u>31,811.92</u>)	<u>0.00</u>
TOTAL Debt Service	0	7,952.98	31,811.92	0.00	(31,811.92)	0.00
TOTAL Fire Department	7,695,970	626,842.97	2,483,499.54	176,278.57	5,036,191.89	34.56

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

101-General Fund

DEPARTMENT - AAA

% OF YEAR COMPLETED: 33.33

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: JANUARY 31ST, 2025

101-General Fund

DEPARTMENT - Streets Department

% OF YEAR COMPLETED: 33.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5105-01-5101 Salaries	250,592	14,820.48	57,227.71	0.00	193,364.29	22.84
101-5105-01-5105 Overtime	6,000	624.68	3,335.40	0.00	2,664.60	55.59
101-5105-01-5106 Longevity	1,000	0.00	1,000.00	0.00	0.00	100.00
101-5105-01-5107 Retirement - TMRS	27,434	1,644.92	5,189.15	0.00	22,244.85	18.92
101-5105-01-5108 Payroll Tax Expense (me	3,735	221.78	1,004.98	0.00	2,730.02	26.91
101-5105-01-5109 Group Health Insurance	47,510	3,218.70	13,884.15	0.00	33,625.85	29.22
101-5105-01-5110 Workers Comp TML	3,000	1,128.15	1,784.02	0.00	1,215.98	59.47
101-5105-01-5121 Travel & Training	5,000	0.00	708.88	0.00	4,291.12	14.18
TOTAL Personnel	344,271	21,658.71	84,134.29	0.00	260,136.71	24.44
<u>Materials & Supplies</u>						
101-5105-03-5050 Office Supplies	2,000	0.00	1,478.39	0.00	521.61	73.92
101-5105-03-5080 Gas & Oil	8,251	528.39	2,804.76	0.00	5,446.24	33.99
101-5105-03-5081 Uniforms	1,500	0.00	1,571.49	0.00	71.49)	104.77
101-5105-03-5607 Rock, Sand and Gravel	8,800	3,824.74	4,050.42	0.00	4,749.58	46.03
101-5105-03-5608 Chemicals Purchased	4,000	0.00	0.00	0.00	4,000.00	0.00
101-5105-03-5630 Tools	4,000	0.00	2,896.98	0.00	1,103.02	72.42
TOTAL Materials & Supplies	28,551	4,353.13	12,802.04	0.00	15,748.96	44.84
<u>Repairs & Maintenance</u>						
101-5105-04-5121 Equipment Maintenance	10,000	450.72	4,141.49	0.00	5,858.51	41.41
101-5105-04-5122 Vehicle Maintenance	0	26.26	8,485.62	0.00	8,485.62)	0.00
101-5105-04-5609 Street Signs	30,000	0.00	3,518.19	7,979.27	18,502.54	38.32
101-5105-04-5629 Street maintenance	20,000	2,045.00	4,324.75	0.00	15,675.25	21.62
TOTAL Repairs & Maintenance	60,000	2,521.98	20,470.05	7,979.27	31,550.68	47.42
<u>Utilities</u>						
101-5105-05-5616 Utilities - Electricity	38,270	1,663.12	15,002.23	0.00	23,267.77	39.20
TOTAL Utilities	38,270	1,663.12	15,002.23	0.00	23,267.77	39.20
<u>Contract Services</u>						
101-5105-06-5620 Legal and Professional	30,000	0.00	2,568.24	0.00	27,431.76	8.56
TOTAL Contract Services	30,000	0.00	2,568.24	0.00	27,431.76	8.56
<u>Fees & Other Services</u>						
101-5105-07-5190 Insurance - TML	1,563	879.64	1,381.22	0.00	181.78	88.37
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	98.00	0.00	552.00	15.08
101-5105-07-5665 Technology	2,000	0.00	0.00	0.00	2,000.00	0.00
TOTAL Fees & Other Services	4,463	879.64	1,479.22	0.00	2,983.78	33.14
<u>Miscellaneous</u>						
101-5105-09-5689 Capital - streets	0	0.00	0.00	8,418.00	8,418.00)	0.00
TOTAL Miscellaneous	0	0.00	0.00	8,418.00	8,418.00)	0.00
TOTAL Streets Department	505,555	31,076.58	136,456.07	16,397.27	352,701.66	30.23

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2025

101-General Fund

DEPARTMENT - Development Services

% OF YEAR COMPLETED: 33.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5107-01-5101 Salaries	550,413	48,318.26	177,448.60	0.00	372,964.40	32.24
101-5107-01-5105 Overtime	4,000	1,479.77	4,731.14	0.00 (	731.14)	118.28
101-5107-01-5106 Longevity	750	0.00	719.88	0.00	30.12	95.98
101-5107-01-5107 Retirement - TMRS	59,125	5,303.46	15,262.72	0.00	43,862.28	25.81
101-5107-01-5108 Payroll Tax Expense (me	8,050	696.16	2,837.01	0.00	5,212.99	35.24
101-5107-01-5109 Group Health Insurance	83,143	8,572.64	36,496.92	0.00	46,646.08	43.90
101-5107-01-5110 Workers Comp TML	2,700	2,974.55	4,703.86	0.00 (	2,003.86)	174.22
101-5107-01-5621 Travel/Training	5,175	210.00	4,872.64	0.00	302.36	94.16
TOTAL Personnel	713,356	67,554.84	247,072.77	0.00	466,283.23	34.64
<u>Materials & Supplies</u>						
101-5107-03-5050 Office Supplies	7,000	0.00	1,713.95	0.00	5,286.05	24.49
101-5107-03-5080 Gas & Oil	3,000	306.39	809.73	0.00	2,190.27	26.99
101-5107-03-5081 Uniforms	600	0.00	139.95	0.00	460.05	23.33
101-5107-03-5090 Postage	1,500	0.00	28.63	0.00	1,471.37	1.91
101-5107-03-5150 Printing	1,500	0.00	0.00	0.00	1,500.00	0.00
TOTAL Materials & Supplies	13,600	306.39	2,692.26	0.00	10,907.74	19.80
<u>Repairs & Maintenance</u>						
101-5107-04-5122 Vehicle Maintenance	1,000	37.00	2,150.51	0.00 (	1,150.51)	215.05
TOTAL Repairs & Maintenance	1,000	37.00	2,150.51	0.00 (	1,150.51)	215.05
<u>Contract Services</u>						
101-5107-06-5620 Legal and Professional	125,000	1,166.86	23,036.62	0.00	101,963.38	18.43
101-5107-06-5725 Mowing and clean-up	35,000	0.00	16,482.60	0.00	18,517.40	47.09
101-5107-06-5763 Inspectors - Bureau Ver	1,300,000	40,126.02	297,323.63	0.00	1,002,676.37	22.87
101-5107-06-5764 Planners	80,000	0.00	5,273.86	0.00	74,726.14	6.59
TOTAL Contract Services	1,540,000	41,292.88	342,116.71	0.00	1,197,883.29	22.22
<u>Fees & Other Services</u>						
101-5107-07-5190 Insurance - TML	0	731.62	1,148.80	0.00 (	1,148.80)	0.00
101-5107-07-5220 Advertising & Notices	2,000	0.00	75.62	0.00	1,924.38	3.78
101-5107-07-5260 Dues and Memberships	2,160	0.00	827.98	0.00	1,332.02	38.33
101-5107-07-5665 Technology	35,000	1,000.00	6,545.35	1,403.00	27,051.65	22.71
101-5107-07-5762 Filing Fees	13,000	0.00	1,303.25	0.00	11,696.75	10.03
TOTAL Fees & Other Services	52,160	1,731.62	9,901.00	1,403.00	40,856.00	21.67
<u>Miscellaneous</u>						
101-5107-09-5685 Capital Equipment	0	0.00	0.00	6,500.00 (	6,500.00)	0.00
TOTAL Miscellaneous	0	0.00	0.00	6,500.00 (	6,500.00)	0.00
<u>Debt Service</u>						
TOTAL Development Services	2,320,116	110,922.73	603,933.25	7,903.00	1,708,279.75	26.37

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2025

101-General Fund

DEPARTMENT - Court

% OF YEAR COMPLETED: 33.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5108-01-5101 Salaries	64,100	5,020.24	19,842.97	0.00	44,257.03	30.96
101-5108-01-5105 Overtime	1,000	46.49	808.95	0.00	191.05	80.90
101-5108-01-5106 Longevity	400	0.00	400.00	0.00	0.00	100.00
101-5108-01-5107 Retirement - TMRS	6,976	539.61	1,746.94	0.00	5,229.06	25.04
101-5108-01-5108 Payroll Tax Expense (me	950	69.51	325.75	0.00	624.25	34.29
101-5108-01-5109 Group Health Insurance	11,878	1,072.90	4,128.05	0.00	7,749.95	34.75
101-5108-01-5110 Workers Comp TML	120	45.13	71.36	0.00	48.64	59.47
101-5108-01-5621 Travel/Training	300	0.00	0.00	0.00	300.00	0.00
TOTAL Personnel	85,724	6,793.88	27,324.02	0.00	58,399.98	31.87
<u>Materials & Supplies</u>						
101-5108-03-5050 Office Supplies	400	0.00	0.00	0.00	400.00	0.00
101-5108-03-5051 Court Supplies	0	0.00	340.80	0.00	340.80	0.00
101-5108-03-5090 Postage	500	51.75	269.19	0.00	230.81	53.84
101-5108-03-5150 Printing	100	0.00	0.00	0.00	100.00	0.00
TOTAL Materials & Supplies	1,000	51.75	609.99	0.00	390.01	61.00
<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	14,000	0.00	2,240.00	0.00	11,760.00	16.00
101-5108-06-5765 Contract Svcs - Judge	15,000	1,400.00	5,600.00	0.00	9,400.00	37.33
TOTAL Contract Services	31,900	1,400.00	7,840.00	0.00	24,060.00	24.58
<u>Fees & Other Services</u>						
101-5108-07-5190 Insurance - TML	1,300	731.62	1,148.80	0.00	151.20	88.37
101-5108-07-5260 Dues and Memberships	150	0.00	0.00	0.00	150.00	0.00
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	5,445.97	0.00	1,445.97	136.15
TOTAL Fees & Other Services	5,685	731.62	6,594.77	0.00	909.77	116.00
<u>Debt Service</u>						
TOTAL Court	124,309	8,977.25	42,368.78	0.00	81,940.22	34.08

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2025

101-General Fund

DEPARTMENT - Parks & Recreation

% OF YEAR COMPLETED: 33.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5110-01-5101 Salaries	201,990	16,436.76	63,669.97	0.00	138,320.03	31.52
101-5110-01-5105 Overtime	4,000	2,593.78	8,857.74	0.00 (	4,857.74)	221.44
101-5110-01-5106 Longevity	250	0.00	100.00	0.00	150.00	40.00
101-5110-01-5107 Retirement - TMRS	21,965	2,026.75	6,080.36	0.00	15,884.64	27.68
101-5110-01-5108 Payroll Tax Expense (me	2,990	275.46	1,178.16	0.00	1,811.84	39.40
101-5110-01-5109 Group Health Insurance	47,510	4,286.32	17,988.44	0.00	29,521.56	37.86
101-5110-01-5110 Workers Comp TML	2,000	831.07	1,314.23	0.00	685.77	65.71
101-5110-01-5121 Travel & Training	3,000	0.00	400.00	0.00	2,600.00	13.33
TOTAL Personnel	283,705	26,450.14	99,588.90	0.00	184,116.10	35.10
<u>Materials & Supplies</u>						
101-5110-03-5050 Office Supplies	4,000	0.00	275.91	0.00	3,724.09	6.90
101-5110-03-5080 Gas & Oil	1,200	288.27	1,411.40	0.00 (	211.40)	117.62
101-5110-03-5081 Uniforms	600	0.00	1,140.41	0.00 (	540.41)	190.07
101-5110-03-5150 Printing	400	0.00	91.97	0.00	308.03	22.99
101-5110-03-5608 Chemicals	600	0.00	0.00	0.00	600.00	0.00
101-5110-03-5630 Small Tools	2,000	0.00	431.66	0.00	1,568.34	21.58
101-5110-03-5903 Parts and Fittings	500	0.00	0.00	0.00	500.00	0.00
TOTAL Materials & Supplies	9,300	288.27	3,351.35	0.00	5,948.65	36.04
<u>Repairs & Maintenance</u>						
101-5110-04-5121 Equipment Maintenance	6,000	450.72	2,739.32	0.00	3,260.68	45.66
101-5110-04-5122 Vehicle Maintenance	4,000	316.06	798.96	0.00	3,201.04	19.97
101-5110-04-5630 Park Maintenance	50,000	0.00	7,581.88	0.00	42,418.12	15.16
TOTAL Repairs & Maintenance	60,000	766.78	11,120.16	0.00	48,879.84	18.53
<u>Utilities</u>						
101-5110-05-5616 Utilities - Electricity	2,500	0.00	1,739.88	0.00	760.12	69.60
101-5110-05-5619 Utilities - Water/Sewer	2,000	869.20	1,920.52	0.00	79.48	96.03
TOTAL Utilities	4,500	869.20	3,660.40	0.00	839.60	81.34
<u>Contract Services</u>						
<u>Fees & Other Services</u>						
101-5110-07-5190 Insurance - TML	1,600	844.18	1,325.54	0.00	274.46	82.85
101-5110-07-5260 Memberships and Dues	1,520	0.00	150.00	0.00	1,370.00	9.87
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	47.98	0.00	3,952.02	1.20
TOTAL Fees & Other Services	9,120	844.18	1,523.52	0.00	7,596.48	16.71
<u>Miscellaneous</u>						
101-5110-09-5131 City Events	160,000	1,075.00	41,728.93	0.00	118,271.07	26.08
101-5110-09-5132 Tree Lighting Event	0	0.00	56.00	0.00 (	56.00)	0.00
101-5110-09-5631 Capital - equipment	13,000	0.00	0.00	0.00	13,000.00	0.00
TOTAL Miscellaneous	173,000	1,075.00	41,784.93	0.00	131,215.07	24.15
TOTAL Parks & Recreation	539,625	30,293.57	161,029.26	0.00	378,595.74	29.84

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2025

101-General Fund

DEPARTMENT - Library

% OF YEAR COMPLETED: 33.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5111-01-5101 Salaries	274,000	22,045.89	87,047.10	0.00	186,952.90	31.77
101-5111-01-5105 Overtime	3,000	456.01	3,064.28	0.00	64.28	102.14
101-5111-01-5106 Longevity	400	0.00	350.00	0.00	50.00	87.50
101-5111-01-5107 Retirement - TMRS	20,911	2,085.47	6,570.50	0.00	14,340.50	31.42
101-5111-01-5108 Payroll Tax Expense (me	3,152	319.03	1,443.58	0.00	1,708.42	45.80
101-5111-01-5109 Group Health Insurance	47,510	4,295.63	18,917.13	0.00	28,592.87	39.82
101-5111-01-5110 Workers Comp TML	600	225.63	356.80	0.00	243.20	59.47
101-5111-01-5621 Travel/Training	3,500	0.00	53.46	0.00	3,446.54	1.53
TOTAL Personnel	353,073	29,427.66	117,802.85	0.00	235,270.15	33.37
<u>Materials & Supplies</u>						
101-5111-03-5050 Office Supplies	5,460	0.00	2,574.66	0.00	2,885.34	47.15
101-5111-03-5052 Library Supplies	4,000	0.00	1,425.84	0.00	2,574.16	35.65
101-5111-03-5090 Postage	1,600	27.78	75.45	0.00	1,524.55	4.72
101-5111-03-5661 Collection Development	44,000	2,729.16	11,478.62	3,767.17	28,754.21	34.65
TOTAL Materials & Supplies	55,060	2,756.94	15,554.57	3,767.17	35,738.26	35.09
<u>Repairs & Maintenance</u>						
101-5111-04-5120 Building Maintenance	9,000	1,156.00	3,318.00	0.00	5,682.00	36.87
101-5111-04-5121 Equipment Maintenance	3,280	0.00	0.00	0.00	3,280.00	0.00
TOTAL Repairs & Maintenance	12,280	1,156.00	3,318.00	0.00	8,962.00	27.02
<u>Utilities</u>						
101-5111-05-5616 Utilities - Electricity	13,000	837.46	4,517.72	0.00	8,482.28	34.75
101-5111-05-5618 Utilities - Telephone	4,248	183.09	1,163.14	0.00	3,084.86	27.38
101-5111-05-5619 Utilities - Water/Sewer	2,300	250.79	869.44	0.00	1,430.56	37.80
TOTAL Utilities	19,548	1,271.34	6,550.30	0.00	12,997.70	33.51
<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	300.00	0.00	1,200.00	20.00
TOTAL Contract Services	1,800	0.00	300.00	0.00	1,500.00	16.67
<u>Fees & Other Services</u>						
101-5111-07-5150 Printing	500	0.00	0.00	0.00	500.00	0.00
101-5111-07-5190 Insurance - TML	12,650	6,190.67	9,720.67	0.00	2,929.33	76.84
101-5111-07-5260 Dues and Memberships	4,352	0.00	2,599.00	0.00	1,753.00	59.72
101-5111-07-5280 Copier Maintenance Cont	1,164	218.00	436.00	0.00	728.00	37.46
101-5111-07-5665 Technology	17,000	799.90	3,319.59	0.00	13,680.41	19.53
TOTAL Fees & Other Services	35,666	7,208.57	16,075.26	0.00	19,590.74	45.07
<u>Miscellaneous</u>						
101-5111-09-5130 Community Development	13,400	0.00	2,305.15	0.00	11,094.85	17.20
101-5111-09-5667 Senior Programs	3,000	0.00	199.86	0.00	2,800.14	6.66
TOTAL Miscellaneous	16,400	0.00	2,505.01	0.00	13,894.99	15.27
TOTAL Library	493,827	41,820.51	162,105.99	3,767.17	327,953.84	33.59

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

101-General Fund

DEPARTMENT - Providence Village PD

% OF YEAR COMPLETED: 33.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5114-01-5110 Workers Comp TML	0	3,980.48	6,294.61	0.00	(6,294.61)	0.00
TOTAL Personnel	0	3,980.48	6,294.61	0.00	(6,294.61)	0.00
<u>Materials & Supplies</u>						
<u>Repairs & Maintenance</u>						
<u>Utilities</u>						
<u>Contract Services</u>						
<u>Fees & Other Services</u>						
101-5114-07-5190 Insurance - TML	0	12,662.73	19,883.19	0.00	(19,883.19)	0.00
101-5114-07-5665 Technology	0	0.00	0.00	510.00	(510.00)	0.00
TOTAL Fees & Other Services	0	12,662.73	19,883.19	510.00	(20,393.19)	0.00
<u>Public Safety</u>						
101-5114-08-5071 Communications Supplies	0	0.00	5,079.36	157.28	(5,236.64)	0.00
TOTAL Public Safety	0	0.00	5,079.36	157.28	(5,236.64)	0.00
<u>Miscellaneous</u>						
<u>Debt Service</u>						
TOTAL Providence Village PD	0	16,643.21	31,257.16	667.28	(31,924.44)	0.00

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

101-General Fund
DEPARTMENT - Fleet

% OF YEAR COMPLETED: 33.33

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: JANUARY 31ST, 2025

101-General Fund

DEPARTMENT - HR

% OF YEAR COMPLETED: 33.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5117-01-5101 Salaries	131,000	9,192.30	36,769.20	0.00	94,230.80	28.07
101-5117-01-5106 Longevity	50	0.00	50.00	0.00	0.00	100.00
101-5117-01-5107 Retirement - TMRS	13,957	978.98	2,774.73	0.00	11,182.27	19.88
101-5117-01-5108 Payroll Tax Expense (me	1,900	124.12	492.71	0.00	1,407.29	25.93
101-5117-01-5109 Group Health Insurance	18,290	1,072.90	5,191.60	0.00	13,098.40	28.38
101-5117-01-5110 Workers Comp TML	320	0.00	0.00	0.00	320.00	0.00
101-5117-01-5621 Travel & Training	3,050	0.00	0.00	0.00	3,050.00	0.00
TOTAL Personnel	168,567	11,368.30	45,278.24	0.00	123,288.76	26.86
<u>Materials & Supplies</u>						
101-5117-03-5050 Office Supplies	300	0.00	0.00	0.00	300.00	0.00
TOTAL Materials & Supplies	300	0.00	0.00	0.00	300.00	0.00
<u>Repairs & Maintenance</u>						
<u>Utilities</u>						
<u>Contract Services</u>						
101-5117-06-5240 Drug Testing/background	12,500	369.00	3,852.50	0.00	8,647.50	30.82
101-5117-06-5300 Benefits Admininstratio	2,400	0.00	0.00	0.00	2,400.00	0.00
TOTAL Contract Services	14,900	369.00	3,852.50	0.00	11,047.50	25.86
<u>Fees & Other Services</u>						
101-5117-07-5220 Advertising & Notices	500	0.00	0.00	0.00	500.00	0.00
101-5117-07-5260 Dues and Memberships	650	0.00	0.00	0.00	650.00	0.00
101-5117-07-5665 Technology	12,360	0.00	0.00	0.00	12,360.00	0.00
TOTAL Fees & Other Services	13,510	0.00	0.00	0.00	13,510.00	0.00
<u>Miscellaneous</u>						
101-5117-09-5131 Meetings	1,000	0.00	0.00	0.00	1,000.00	0.00
101-5117-09-5132 Employee Appreciation	20,000	0.00	6,432.53	0.00	13,567.47	32.16
101-5117-09-5133 Marketing & Promotions	2,000	0.00	0.00	0.00	2,000.00	0.00
101-5117-09-5134 Tuition Reimbursement	25,000	0.00	0.00	0.00	25,000.00	0.00
TOTAL Miscellaneous	48,000	0.00	6,432.53	0.00	41,567.47	13.40
<u>Contingency/FB</u>						
TOTAL HR	245,277	11,737.30	55,563.27	0.00	189,713.73	22.65
TOTAL EXPENSES	18,433,203	1,396,295.82	5,874,645.72	458,786.47	12,099,770.81	34.36
REVENUE OVER/ (UNDER) EXPENSES	740,873 (	241,683.37)	1,735,627.02 (	458,786.47) (	535,967.55)	172.34

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

201-Water Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	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	780,312	27,851.06	116,793.44	0.00	663,518.56	14.97
Charges for Services	2,350,000	146,651.82	706,436.07	0.00	1,643,563.93	30.06
Miscellaneous	<u>1,623,884</u>	<u>3,611.42</u>	<u>14,244.09</u>	<u>0.00</u>	<u>1,609,639.91</u>	<u>0.88</u>
TOTAL GENERAL REVENUE	<u>4,754,196</u>	<u>178,114.30</u>	<u>837,473.60</u>	<u>0.00</u>	<u>3,916,722.40</u>	<u>17.62</u>
TOTAL REVENUE	<u>4,754,196</u>	<u>178,114.30</u>	<u>837,473.60</u>	<u>0.00</u>	<u>3,916,722.40</u>	<u>17.62</u>
	=====	=====	=====	=====	=====	=====
<u>EXPENSE SUMMARY</u>						
<u>Water</u>						
Personnel	488,373	42,896.71	160,683.79	0.00	327,689.21	32.90
Materials & Supplies	236,500	6,647.83	70,834.13	8,175.00	157,490.87	33.41
Repairs & Maintenance	354,500	3,975.54	35,422.53	7,849.35	311,228.12	12.21
Utilities	102,200	2,801.74	48,721.09	0.00	53,478.91	47.67
Contract Services	98,650	0.00	6,812.83	0.00	91,837.17	6.91
Fees & Other Services	75,494	5,771.99	42,998.43	0.00	32,495.57	56.96
Debt Service	2,521,540	0.00	0.00	0.00	2,521,540.00	0.00
Contingency/FB	<u>698,640</u>	<u>8,220.00</u>	<u>46,080.00</u>	<u>0.00</u>	<u>652,560.00</u>	<u>6.60</u>
TOTAL Water	<u>4,575,897</u>	<u>70,313.81</u>	<u>411,552.80</u>	<u>16,024.35</u>	<u>4,148,319.85</u>	<u>9.34</u>
TOTAL EXPENSES	<u>4,575,897</u>	<u>70,313.81</u>	<u>411,552.80</u>	<u>16,024.35</u>	<u>4,148,319.85</u>	<u>9.34</u>
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REVENUE OVER/(UNDER) EXPENSES	178,299	107,800.49	425,920.80 (	16,024.35) (	231,597.45)	229.89

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

201-Water Fund

% OF YEAR COMPLETED: 33.33

	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	30,000	2,292.06	11,950.44	0.00	18,049.56	39.83
201-4000-01-4013 Application fee	7,500	660.00	2,640.00	0.00	4,860.00	35.20
201-4000-01-4014 Reconnects	6,000	455.00	725.00	0.00	5,275.00	12.08
201-4000-01-4630 Bank Fees collected	0	0.00	210.00	0.00 (	210.00)	0.00
201-4000-01-4710 Water Impact Fees	<u>736,812</u>	<u>24,444.00</u>	<u>101,268.00</u>	<u>0.00</u>	<u>635,544.00</u>	<u>13.74</u>
TOTAL Fines and Fees	780,312	27,851.06	116,793.44	0.00	663,518.56	14.97
 <u>Charges for Services</u>						
201-4000-06-4010 Water Billings	2,000,000	136,872.43	668,882.56	0.00	1,331,117.44	33.44
201-4000-06-4011 Water Conection/Tap Fee	100,000	3,390.10	13,935.00	0.00	86,065.00	13.94
201-4000-06-4015 Bulk Water	0	0.00	786.26	0.00 (	786.26)	0.00
201-4000-06-4019 Billing Adjustments	0	6,389.29	22,832.25	0.00 (	22,832.25)	0.00
201-4000-06-4020 Infrastructure Inspecti	<u>250,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>250,000.00</u>	<u>0.00</u>
TOTAL Charges for Services	2,350,000	146,651.82	706,436.07	0.00	1,643,563.93	30.06
 <u>Miscellaneous</u>						
201-4000-09-4500 Interest Income	60,000	3,148.80	13,564.75	0.00	46,435.25	22.61
201-4000-09-4505 Interest Inc Ph2 Offsit	1,563,884	0.00	0.00	0.00	1,563,884.00	0.00
201-4000-09-4540 Other Income	<u>0</u>	<u>462.62</u>	<u>679.34</u>	<u>0.00</u> (	<u>679.34)</u>	<u>0.00</u>
TOTAL Miscellaneous	1,623,884	3,611.42	14,244.09	0.00	1,609,639.91	0.88
 <u>Contingency/FB</u>						
TOTAL REVENUE	4,754,196	178,114.30	837,473.60	0.00	3,916,722.40	17.62

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2025

201-Water Fund

DEPARTMENT - Water

% OF YEAR COMPLETED: 33.33

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	346,333	28,091.60	110,329.67	0.00	236,003.33	31.86
201-5201-01-5105 Overtime	12,000	1,435.63	6,155.11	0.00	5,844.89	51.29
201-5201-01-5106 Longevity	450	0.00	400.00	0.00	50.00	88.89
201-5201-01-5107 TMRS Contribution	38,409	3,144.66	9,731.48	0.00	28,677.52	25.34
201-5201-01-5108 Payroll Tax Expense (me	5,202	408.26	1,808.66	0.00	3,393.34	34.77
201-5201-01-5109 Group Health Insurance	71,266	6,432.12	25,494.54	0.00	45,771.46	35.77
201-5201-01-5110 Workmens Comp TML	9,013	3,384.44	5,352.05	0.00	3,660.95	59.38
201-5201-01-5621 Travel/Training	5,700	0.00	1,412.28	0.00	4,287.72	24.78
TOTAL Personnel	488,373	42,896.71	160,683.79	0.00	327,689.21	32.90

Materials & Supplies

201-5201-03-5050 Office Supplies	6,000	0.00	3,572.28	0.00	2,427.72	59.54
201-5201-03-5080 Gas & Oil	20,000	1,717.32	7,968.48	0.00	12,031.52	39.84
201-5201-03-5081 Uniforms	5,000	687.60	3,546.91	0.00	1,453.09	70.94
201-5201-03-5090 Postage	11,500	1,141.92	4,652.48	0.00	6,847.52	40.46
201-5201-03-5150 Printing	4,500	452.47	1,801.59	0.00	2,698.41	40.04
201-5201-03-5608 Rock, Sand & Gravel	1,500	1,892.22	1,892.22	0.00 (	392.22)	126.15
201-5201-03-5630 Tools	6,000	0.00	585.28	0.00	5,414.72	9.75
201-5201-03-5903 Parts and Fittings	30,000	0.00	1,203.39	0.00	28,796.61	4.01
201-5201-03-5904 Chlorine	12,000	756.30	3,781.50	0.00	8,218.50	31.51
201-5201-03-5905 Meters	140,000	0.00	41,830.00	8,175.00	89,995.00	35.72
TOTAL Materials & Supplies	236,500	6,647.83	70,834.13	8,175.00	157,490.87	33.41

Repairs & Maintenance

201-5201-04-5120 Building Maintenance	6,500	1,219.57	3,000.52	0.00	3,499.48	46.16
201-5201-04-5121 Equipment Maintenance	40,000	450.72	17,496.42	0.00	22,503.58	43.74
201-5201-04-5122 Vehicle Maintenance	8,000	520.54	6,037.62	0.00	1,962.38	75.47
201-5201-04-5902 Water System Maintenan	300,000	1,784.71	8,887.97	7,849.35	283,262.68	5.58
TOTAL Repairs & Maintenance	354,500	3,975.54	35,422.53	7,849.35	311,228.12	12.21

Utilities

201-5201-05-5616 Utilities - Electricity	90,000	1,712.69	38,962.21	0.00	51,037.79	43.29
201-5201-05-5617 Utilities - Gas	4,000	552.63	1,370.52	0.00	2,629.48	34.26
201-5201-05-5618 Utilities - Telephone	7,000	536.42	2,388.36	0.00	4,611.64	34.12
201-5201-05-5619 Utilities - Water/Sewer	1,200	0.00	6,000.00	0.00 (	4,800.00)	500.00
TOTAL Utilities	102,200	2,801.74	48,721.09	0.00	53,478.91	47.67

Contract Services

201-5201-06-5620 Legal & Professional	38,650	0.00	1,607.13	0.00	37,042.87	4.16
201-5201-06-5766 Consultant - engineerin	60,000	0.00	5,205.70	0.00	54,794.30	8.68
TOTAL Contract Services	98,650	0.00	6,812.83	0.00	91,837.17	6.91

Fees & Other Services

201-5201-07-5190 Insurance - TML	9,000	5,065.09	7,953.27	0.00	1,046.73	88.37
201-5201-07-5220 Advertising & Notices	750	0.00	425.42	0.00	324.58	56.72
201-5201-07-5260 Dues & Memberships	1,000	0.00	4,626.10	0.00 (	3,626.10)	462.61
201-5201-07-5261 Permits-TCEQ	6,087	0.00	3,719.10	0.00	2,367.90	61.10

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

201-Water Fund

DEPARTMENT - Water

% OF YEAR COMPLETED: 33.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
201-5201-07-5262 UTRW membership	3,041	0.00	0.00	0.00	3,041.00	0.00
201-5201-07-5280 Maintenance contract -	0	140.00	280.00	0.00 (	280.00)	0.00
201-5201-07-5624 Equipment Rental	6,000	0.00	0.00	0.00	6,000.00	0.00
201-5201-07-5665 Technology	8,250	0.00	23.99	0.00	8,226.01	0.29
201-5201-07-5666 Bank fees	366	0.00	9,500.00	0.00 (	9,134.00)	2,595.63
201-5201-07-5901 Lab Fees	20,000	0.00	4,288.00	0.00	15,712.00	21.44
201-5201-07-5906 Groundwater Pumpage Fee	15,000	0.00	9,807.56	0.00	5,192.44	65.38
201-5201-07-5909 AMR Annual Fees	<u>6,000</u>	<u>566.90</u>	<u>2,374.99</u>	<u>0.00</u>	<u>3,625.01</u>	<u>39.58</u>
TOTAL Fees & Other Services	75,494	5,771.99	42,998.43	0.00	32,495.57	56.96
<u>Debt Service</u>						
201-5201-98-5801 2016 Bond Principal	230,000	0.00	0.00	0.00	230,000.00	0.00
201-5201-98-5866 2016 Bond Interest	116,700	0.00	0.00	0.00	116,700.00	0.00
201-5201-98-5867 2023 CO Bond Principal	60,000	0.00	0.00	0.00	60,000.00	0.00
201-5201-98-5868 2023 CO Bond Interest	315,906	0.00	0.00	0.00	315,906.00	0.00
201-5201-98-5870 Ph 2 Offsites CO Intere	<u>1,798,934</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,798,934.00</u>	<u>0.00</u>
TOTAL Debt Service	2,521,540	0.00	0.00	0.00	2,521,540.00	0.00
<u>Contingency/FB</u>						
201-5201-99-4090 Administrative fee	98,640	8,220.00	32,880.00	0.00	65,760.00	33.33
201-5201-99-5902 Capital - equipment	0	0.00	13,200.00	0.00 (	13,200.00)	0.00
201-5201-99-9900 Depreciation expense	<u>600,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>600,000.00</u>	<u>0.00</u>
TOTAL Contingency/FB	698,640	8,220.00	46,080.00	0.00	652,560.00	6.60
TOTAL Water	4,575,897	70,313.81	411,552.80	16,024.35	4,148,319.85	9.34
TOTAL EXPENSES	4,575,897	70,313.81	411,552.80	16,024.35	4,148,319.85	9.34
REVENUE OVER/ (UNDER) EXPENSES	178,299	107,800.49	425,920.80 (	16,024.35) (	231,597.45)	229.89

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

202-Sewer Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	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	846,615	28,802.54	99,487.77	0.00	747,127.23	11.75
Charges for Services	1,150,000	90,628.70	359,254.08	0.00	790,745.92	31.24
Miscellaneous	<u>60,000</u>	<u>204,528.89</u>	<u>686,210.18</u>	<u>0.00</u>	(<u>626,210.18</u>)	<u>1,143.68</u>
TOTAL GENERAL REVENUE	<u>2,056,615</u>	<u>323,960.13</u>	<u>1,144,952.03</u>	<u>0.00</u>	<u>911,662.97</u>	<u>55.67</u>
TOTAL REVENUE	<u>2,056,615</u>	<u>323,960.13</u>	<u>1,144,952.03</u>	<u>0.00</u>	<u>911,662.97</u>	<u>55.67</u>
	=====	=====	=====	=====	=====	=====
<u>EXPENSE SUMMARY</u>						
<u>Sewer</u>						
Personnel	391,990	37,346.76	142,707.90	0.00	249,282.10	36.41
Materials & Supplies	56,400	5,541.73	22,065.26	0.00	34,334.74	39.12
Repairs & Maintenance	192,000	49,438.98	121,377.06	11,639.68	58,983.26	69.28
Utilities	159,500	10,795.06	44,199.28	0.00	115,300.72	27.71
Contract Services	36,000	0.00	1,607.48	0.00	34,392.52	4.47
Fees & Other Services	56,440	8,441.82	62,609.73	0.00	(6,169.73)	110.93
Debt Service	0	0.00	609,037.71	0.00	(609,037.71)	0.00
Contingency/FB	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>53,378.70</u>	(<u>53,378.70</u>)	<u>0.00</u>
TOTAL Sewer	<u>892,330</u>	<u>111,564.35</u>	<u>1,003,604.42</u>	<u>65,018.38</u>	(<u>176,292.80</u>)	<u>119.76</u>
TOTAL EXPENSES	<u>892,330</u>	<u>111,564.35</u>	<u>1,003,604.42</u>	<u>65,018.38</u>	(<u>176,292.80</u>)	<u>119.76</u>
	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENSES	1,164,285	212,395.78	141,347.61	(65,018.38)	1,087,955.77	6.56

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

202-Sewer Fund

% OF YEAR COMPLETED: 33.33

	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	10,000	1,047.54	4,327.77	0.00	5,672.23	43.28
202-4000-01-4710 Sewer Impact Fees	<u>836,615</u>	<u>27,755.00</u>	<u>95,160.00</u>	<u>0.00</u>	<u>741,455.00</u>	<u>11.37</u>
TOTAL Fines and Fees	846,615	28,802.54	99,487.77	0.00	747,127.23	11.75
 <u>Charges for Services</u>						
202-4000-06-4020 Sewer Billings	<u>1,150,000</u>	<u>90,628.70</u>	<u>359,254.08</u>	<u>0.00</u>	<u>790,745.92</u>	<u>31.24</u>
TOTAL Charges for Services	1,150,000	90,628.70	359,254.08	0.00	790,745.92	31.24
 <u>Miscellaneous</u>						
202-4000-09-4500 Interest Income	<u>60,000</u>	<u>204,528.89</u>	<u>686,210.18</u>	<u>0.00</u>	(<u>626,210.18</u>)	<u>1,143.68</u>
TOTAL Miscellaneous	60,000	204,528.89	686,210.18	0.00	(626,210.18)	1,143.68
 <u>Contingency/FB</u>						
TOTAL REVENUE	2,056,615	323,960.13	1,144,952.03	0.00	911,662.97	55.67

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2025

202-Sewer Fund

DEPARTMENT - Sewer

% OF YEAR COMPLETED: 33.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
202-5202-01-5101 Salaries	280,933	21,779.09	88,821.97	0.00	192,111.03	31.62
202-5202-01-5105 Overtime	15,000	4,491.50	15,308.70	0.00 (	308.70)	102.06
202-5202-01-5106 Longevity	1,350	0.00	1,300.00	0.00	50.00	96.30
202-5202-01-5107 Retirement - TMRS	31,860	2,797.81	8,688.70	0.00	23,171.30	27.27
202-5202-01-5108 Payroll Tax Expense (me	4,311	375.15	1,650.17	0.00	2,660.83	38.28
202-5202-01-5109 Group Health Insurance	47,510	5,364.50	22,134.97	0.00	25,375.03	46.59
202-5202-01-5110 Workers Comp TML	6,026	2,538.71	4,014.64	0.00	2,011.36	66.62
202-5202-01-5621 Travel/training	5,000	0.00	788.75	0.00	4,211.25	15.78
TOTAL Personnel	391,990	37,346.76	142,707.90	0.00	249,282.10	36.41
<u>Materials & Supplies</u>						
202-5202-03-5050 Office Supplies	5,000	0.00	1,455.79	0.00	3,544.21	29.12
202-5202-03-5080 Gas & Oil	14,000	607.33	4,588.90	0.00	9,411.10	32.78
202-5202-03-5081 Uniforms	3,500	687.59	2,467.70	0.00	1,032.30	70.51
202-5202-03-5090 Postage	300	0.00	44.95	0.00	255.05	14.98
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	1,892.21	4,479.69	0.00 (	479.69)	111.99
202-5202-03-5608 Chemicals Purchased	10,000	842.04	3,002.85	0.00	6,997.15	30.03
202-5202-03-5630 Tools	5,000	0.00	542.34	0.00	4,457.66	10.85
202-5202-03-5903 Parts and Fittings	3,000	0.00	0.00	0.00	3,000.00	0.00
202-5202-03-5904 Chlorine	11,000	1,512.56	5,483.04	0.00	5,516.96	49.85
TOTAL Materials & Supplies	56,400	5,541.73	22,065.26	0.00	34,334.74	39.12
<u>Repairs & Maintenance</u>						
202-5202-04-5120 Building Maintenance	5,000	38,604.57	40,880.03	0.00 (	35,880.03)	817.60
202-5202-04-5121 Equipment Maintenance	35,000	643.91	9,792.02	0.00	25,207.98	27.98
202-5202-04-5122 Vehicle Maintenance	7,000	0.00	2,369.31	0.00	4,630.69	33.85
202-5202-04-5902 Sewer System Maintenan	60,000	1,699.38	39,366.07	7,250.00	13,383.93	77.69
202-5202-04-5903 WWTP Maintenance	85,000	8,491.12	28,969.63	4,389.68	51,640.69	39.25
TOTAL Repairs & Maintenance	192,000	49,438.98	121,377.06	11,639.68	58,983.26	69.28
<u>Utilities</u>						
202-5202-05-5616 Utilities - Electricity	42,500	309.59	15,713.69	0.00	26,786.31	36.97
202-5202-05-5618 Utilities - Telephone	7,000	707.75	3,196.51	0.00	3,803.49	45.66
202-5202-05-5619 Utilities - Water/Sewer	100,000	9,777.72	25,289.08	0.00	74,710.92	25.29
202-5202-05-5621 Utilities - Sludge Disp	10,000	0.00	0.00	0.00	10,000.00	0.00
TOTAL Utilities	159,500	10,795.06	44,199.28	0.00	115,300.72	27.71
<u>Contract Services</u>						
202-5202-06-5620 Legal & Professional	6,000	0.00	1,607.48	0.00	4,392.52	26.79
202-5202-06-5766 Consultant - engineerin	30,000	0.00	0.00	0.00	30,000.00	0.00
TOTAL Contract Services	36,000	0.00	1,607.48	0.00	34,392.52	4.47
<u>Fees & Other Services</u>						
202-5202-07-5190 Insurance - TML	15,000	8,441.82	13,255.46	0.00	1,744.54	88.37
202-5202-07-5260 Dues & Memberships	740	0.00	0.00	0.00	740.00	0.00
202-5202-07-5261 Permits-TCEQ	4,700	0.00	2,368.05	0.00	2,331.95	50.38

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

202-Sewer Fund

DEPARTMENT - Sewer

% OF YEAR COMPLETED: 33.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
202-5202-07-5540 Bond Insurance	0	0.00	38,415.82	0.00 (	38,415.82)	0.00
202-5202-07-5624 Equipment Rental	15,000	0.00	3,420.00	0.00	11,580.00	22.80
202-5202-07-5665 Technology	6,000	0.00	0.00	0.00	6,000.00	0.00
202-5202-07-5901 Lab Fees	<u>15,000</u>	<u>0.00</u>	<u>5,150.40</u>	<u>0.00</u>	<u>9,849.60</u>	<u>34.34</u>
TOTAL Fees & Other Services	56,440	8,441.82	62,609.73	0.00 (	6,169.73)	110.93
<u>Debt Service</u>						
202-5202-98-5899 Bond Issue Costs	<u>0</u>	<u>0.00</u>	<u>609,037.71</u>	<u>0.00 (</u>	<u>609,037.71)</u>	<u>0.00</u>
TOTAL Debt Service	0	0.00	609,037.71	0.00 (	609,037.71)	0.00
<u>Contingency/FB</u>						
202-5202-99-5902 Capital - equipment	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>53,378.70 (</u>	<u>53,378.70)</u>	<u>0.00</u>
TOTAL Contingency/FB	0	0.00	0.00	53,378.70 (	53,378.70)	0.00
TOTAL Sewer	892,330	111,564.35	1,003,604.42	65,018.38 (	176,292.80)	119.76
TOTAL EXPENSES	892,330	111,564.35	1,003,604.42	65,018.38 (	176,292.80)	119.76
REVENUE OVER/ (UNDER) EXPENSES	1,164,285	212,395.78	141,347.61 (	65,018.38)	1,087,955.77	6.56

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

205-Solid Waste Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	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>2,546,000</u>	<u>76,469.99</u>	<u>690,857.42</u>	<u>0.00</u>	<u>1,855,142.58</u>	<u>27.14</u>
TOTAL GENERAL REVENUE	<u>2,546,000</u>	<u>76,469.99</u>	<u>690,857.42</u>	<u>0.00</u>	<u>1,855,142.58</u>	<u>27.14</u>
TOTAL REVENUE	<u>2,546,000</u>	<u>76,469.99</u>	<u>690,857.42</u>	<u>0.00</u>	<u>1,855,142.58</u>	<u>27.14</u>
	=====	=====	=====	=====	=====	=====

EXPENSE SUMMARY

Solid Waste

Fees & Other Services	<u>2,546,000</u>	<u>208,268.68</u>	<u>851,760.06</u>	<u>0.00</u>	<u>1,694,239.94</u>	<u>33.45</u>
TOTAL Solid Waste	<u>2,546,000</u>	<u>208,268.68</u>	<u>851,760.06</u>	<u>0.00</u>	<u>1,694,239.94</u>	<u>33.45</u>
TOTAL EXPENSES	<u>2,546,000</u>	<u>208,268.68</u>	<u>851,760.06</u>	<u>0.00</u>	<u>1,694,239.94</u>	<u>33.45</u>
	=====	=====	=====	=====	=====	=====

REVENUE OVER/ (UNDER) EXPENSES	0	(131,798.69)	(160,902.64)	0.00	160,902.64	0.00
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CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

205-Solid Waste Fund

% OF YEAR COMPLETED: 33.33

REVENUES	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>2,546,000</u>	<u>76,469.99</u>	<u>690,857.42</u>	<u>0.00</u>	<u>1,855,142.58</u>	<u>27.14</u>
TOTAL Charges for Services	2,546,000	76,469.99	690,857.42	0.00	1,855,142.58	27.14
<u>Miscellaneous</u>						
<u>Contingency/FB</u>						
TOTAL REVENUE	2,546,000	76,469.99	690,857.42	0.00	1,855,142.58	27.14

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

205-Solid Waste Fund

DEPARTMENT - Solid Waste

% OF YEAR COMPLETED: 33.33

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	116,000	0.00	25,365.19	0.00	90,634.81	21.87
205-5205-07-5931 Franchise Fees 15%	315,000	31,106.11	118,649.47	0.00	196,350.53	37.67
205-5205-07-5941 Republic Waste	<u>2,115,000</u>	<u>177,162.57</u>	<u>707,745.40</u>	<u>0.00</u>	<u>1,407,254.60</u>	<u>33.46</u>
TOTAL Fees & Other Services	2,546,000	208,268.68	851,760.06	0.00	1,694,239.94	33.45
Contingency/FB						
TOTAL Solid Waste	2,546,000	208,268.68	851,760.06	0.00	1,694,239.94	33.45
TOTAL EXPENSES	2,546,000	208,268.68	851,760.06	0.00	1,694,239.94	33.45
REVENUE OVER/(UNDER) EXPENSES	0 (	131,798.69) (	160,902.64)	0.00	160,902.64	0.00

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

301-Debt Service Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Taxes	1,465,000	196,159.17	1,377,521.04	0.00	87,478.96	94.03
Miscellaneous	28,500	5,653.70	9,718.28	0.00	18,781.72	34.10
Contingency/FB	<u>433,919</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>433,919.00</u>	<u>0.00</u>
TOTAL GENERAL REVENUE	<u>1,927,419</u>	<u>201,812.87</u>	<u>1,387,239.32</u>	<u>0.00</u>	<u>540,179.68</u>	<u>71.97</u>
TOTAL REVENUE	1,927,419	201,812.87	1,387,239.32	0.00	540,179.68	71.97
	=====	=====	=====	=====	=====	=====
<u>EXPENSE SUMMARY</u>						
<u>Debt Service</u>						
Fees & Other Services	3,500	0.00	0.00	0.00	3,500.00	0.00
Debt Service	<u>1,923,919</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,923,919.00</u>	<u>0.00</u>
TOTAL Debt Service	<u>1,927,419</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,927,419.00</u>	<u>0.00</u>
TOTAL EXPENSES	1,927,419	0.00	0.00	0.00	1,927,419.00	0.00
	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENSES	0	201,812.87	1,387,239.32	0.00 (	1,387,239.32)	0.00

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

301-Debt Service Fund

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Taxes</u>						
301-4000-02-4100 Property Taxes	<u>1,465,000</u>	<u>196,159.17</u>	<u>1,377,521.04</u>	<u>0.00</u>	<u>87,478.96</u>	<u>94.03</u>
TOTAL Taxes	1,465,000	196,159.17	1,377,521.04	0.00	87,478.96	94.03
<u>Miscellaneous</u>						
301-4000-09-4500 Interest Income	<u>28,500</u>	<u>5,653.70</u>	<u>9,718.28</u>	<u>0.00</u>	<u>18,781.72</u>	<u>34.10</u>
TOTAL Miscellaneous	28,500	5,653.70	9,718.28	0.00	18,781.72	34.10
<u>Contingency/FB</u>						
301-4000-99-4091 Transfers in	<u>433,919</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>433,919.00</u>	<u>0.00</u>
TOTAL Contingency/FB	433,919	0.00	0.00	0.00	433,919.00	0.00
TOTAL REVENUE	1,927,419	201,812.87	1,387,239.32	0.00	540,179.68	71.97

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

301-Debt Service Fund

DEPARTMENT - Debt Service

% OF YEAR COMPLETED: 33.33

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	3,500	0.00	0.00	0.00	3,500.00	0.00
TOTAL Fees & Other Services	3,500	0.00	0.00	0.00	3,500.00	0.00
 <u>Debt Service</u>						
301-5301-98-5850 2020 Time Warrant Princ	38,000	0.00	0.00	0.00	38,000.00	0.00
301-5301-98-5851 2020 Time Warrant Inter	9,264	0.00	0.00	0.00	9,264.00	0.00
301-5301-98-5852 2006 CO Principal	45,000	0.00	0.00	0.00	45,000.00	0.00
301-5301-98-5853 2006 CO Interest	5,740	0.00	0.00	0.00	5,740.00	0.00
301-5301-98-5860 2013 GO Refunding Princ	56,000	0.00	0.00	0.00	56,000.00	0.00
301-5301-98-5861 2013 GO Refunding Inter	2,796	0.00	0.00	0.00	2,796.00	0.00
301-5301-98-5864 2019 Time Warrant Princ	101,000	0.00	0.00	0.00	101,000.00	0.00
301-5301-98-5865 2019 Time Warrant Inter	12,389	0.00	0.00	0.00	12,389.00	0.00
301-5301-98-5866 2020 GO Refunding Prini	562,000	0.00	0.00	0.00	562,000.00	0.00
301-5301-98-5867 2020 GO Refunding Inter	6,880	0.00	0.00	0.00	6,880.00	0.00
301-5301-98-5868 2022 CO Public Safety P	290,000	0.00	0.00	0.00	290,000.00	0.00
301-5301-98-5869 2022 CO Public Safety I	455,850	0.00	0.00	0.00	455,850.00	0.00
301-5301-98-5871 Interest - CO 2024 FS#2	339,000	0.00	0.00	0.00	339,000.00	0.00
TOTAL Debt Service	1,923,919	0.00	0.00	0.00	1,923,919.00	0.00
 <u>Contingency/FB</u>						
TOTAL Debt Service	1,927,419	0.00	0.00	0.00	1,927,419.00	0.00
TOTAL EXPENSES	1,927,419	0.00	0.00	0.00	1,927,419.00	0.00
REVENUE OVER/ (UNDER) EXPENSES	0	201,812.87	1,387,239.32	0.00	(1,387,239.32)	0.00

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

401-Special Revenue Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	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	16,600	789.47	11,052.63	0.00	5,547.37	66.58
Taxes	10,000	0.00	1,189.25	0.00	8,810.75	11.89
Grants	4,128	977.60	977.60	0.00	3,150.40	23.68
Miscellaneous	3,000	184.66	764.20	0.00	2,235.80	25.47
TOTAL GENERAL REVENUE	33,728	1,951.73	13,983.68	0.00	19,744.32	41.46
TOTAL REVENUE	33,728	1,951.73	13,983.68	0.00	19,744.32	41.46
	=====	=====	=====	=====	=====	=====
<u>EXPENSE SUMMARY</u>						
<u>Officers Training Fund</u>						
Personnel	3,000	0.00	0.00	0.00	3,000.00	0.00
Contract Services	3,500	0.00	0.00	0.00	3,500.00	0.00
Fees & Other Services	4,000	0.00	0.00	1,200.00	2,800.00	30.00
TOTAL Officers Training Fund	10,500	0.00	0.00	1,200.00	9,300.00	11.43
<u>Seizure</u>						
<u>Court Technology</u>						
<u>Court Security</u>						
TOTAL EXPENSES	10,500	0.00	0.00	1,200.00	9,300.00	11.43
	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENSES	23,228	1,951.73	13,983.68 (	1,200.00)	10,444.32	55.04

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

401-Special Revenue Fund

% OF YEAR COMPLETED: 33.33

	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	4,600	434.65	2,054.46	0.00	2,545.54	44.66
401-4000-01-4421 Child Safety Fees	8,000	0.00	7,315.67	0.00	684.33	91.45
401-4000-01-4710 Court Technology Fee	<u>4,000</u>	<u>354.82</u>	<u>1,682.50</u>	<u>0.00</u>	<u>2,317.50</u>	<u>42.06</u>
TOTAL Fines and Fees	16,600	789.47	11,052.63	0.00	5,547.37	66.58
 <u>Taxes</u>						
401-4000-02-4170 Hotel/Motel Tax	<u>10,000</u>	<u>0.00</u>	<u>1,189.25</u>	<u>0.00</u>	<u>8,810.75</u>	<u>11.89</u>
TOTAL Taxes	10,000	0.00	1,189.25	0.00	8,810.75	11.89
 <u>Grants</u>						
401-4000-03-4020 Seizures	0	977.60	977.60	0.00	(977.60)	0.00
401-4000-03-4701 NCTCOG/State Comp/LEOSE	<u>4,128</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,128.00</u>	<u>0.00</u>
TOTAL Grants	4,128	977.60	977.60	0.00	3,150.40	23.68
 <u>Miscellaneous</u>						
401-4000-09-4500 Interest Income	<u>3,000</u>	<u>184.66</u>	<u>764.20</u>	<u>0.00</u>	<u>2,235.80</u>	<u>25.47</u>
TOTAL Miscellaneous	3,000	184.66	764.20	0.00	2,235.80	25.47
 <u>Contingency/FB</u>						
TOTAL REVENUE	33,728	1,951.73	13,983.68	0.00	19,744.32	41.46

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

401-Special Revenue Fund

DEPARTMENT - Officers Training Fund

% OF YEAR COMPLETED: 33.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
401-5401-01-5621 Travel/training	<u>3,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,000.00</u>	<u>0.00</u>
TOTAL Personnel	3,000	0.00	0.00	0.00	3,000.00	0.00
<u>Materials & Supplies</u>						
<u>Contract Services</u>						
401-5401-06-5677 Child Safety - Child Ad	<u>3,500</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,500.00</u>	<u>0.00</u>
TOTAL Contract Services	3,500	0.00	0.00	0.00	3,500.00	0.00
<u>Fees & Other Services</u>						
401-5401-07-5665 Court Technology	<u>4,000</u>	<u>0.00</u>	<u>0.00</u>	<u>1,200.00</u>	<u>2,800.00</u>	<u>30.00</u>
TOTAL Fees & Other Services	4,000	0.00	0.00	1,200.00	2,800.00	30.00
<u>Public Safety</u>						
<u>Contingency/FB</u>						
TOTAL Officers Training Fund	10,500	0.00	0.00	1,200.00	9,300.00	11.43

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

401-Special Revenue Fund

DEPARTMENT - Seizure

% OF YEAR COMPLETED: 33.33

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

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

401-Special Revenue Fund

DEPARTMENT - Court Technology

% OF YEAR COMPLETED: 33.33

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: JANUARY 31ST, 2025

401-Special Revenue Fund
DEPARTMENT - Court Security

% OF YEAR COMPLETED: 33.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
<u>Contingency/FB</u>						
TOTAL EXPENSES	10,500	0.00	0.00	1,200.00	9,300.00	11.43
REVENUE OVER/ (UNDER) EXPENSES	23,228	1,951.73	13,983.68 (	1,200.00)	10,444.32	55.04

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

402-TIRZ Jackson Ridge

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	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	0.00	0.00	900,000.00	0.00
Miscellaneous	<u>10,000</u>	<u>1,108.35</u>	<u>4,626.31</u>	<u>0.00</u>	<u>5,373.69</u>	<u>46.26</u>
TOTAL GENERAL REVENUE	<u>910,000</u>	<u>1,108.35</u>	<u>4,626.31</u>	<u>0.00</u>	<u>905,373.69</u>	<u>0.51</u>
 TOTAL REVENUE	 910,000	 1,108.35	 4,626.31	 0.00	 905,373.69	 0.51
	=====	=====	=====	=====	=====	=====
<u>EXPENSE SUMMARY</u>						
<u>Seizure Fund</u>						
Fees & Other Services	<u>900,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>900,000.00</u>	<u>0.00</u>
TOTAL Seizure Fund	<u>900,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>900,000.00</u>	<u>0.00</u>
 TOTAL EXPENSES	 900,000	 0.00	 0.00	 0.00	 900,000.00	 0.00
	=====	=====	=====	=====	=====	=====
 REVENUE OVER/ (UNDER) EXPENSES	 10,000	 1,108.35	 4,626.31	 0.00	 5,373.69	 46.26

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

402-TIRZ Jackson Ridge

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Taxes</u>						
402-4000-02-4100 Property Taxes	<u>900,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>900,000.00</u>	<u>0.00</u>
TOTAL Taxes	900,000	0.00	0.00	0.00	900,000.00	0.00
<u>Grants</u>						
<u>Donations</u>						
<u>Miscellaneous</u>						
402-4000-09-4500 Interest Income	<u>10,000</u>	<u>1,108.35</u>	<u>4,626.31</u>	<u>0.00</u>	<u>5,373.69</u>	<u>46.26</u>
TOTAL Miscellaneous	10,000	1,108.35	4,626.31	0.00	5,373.69	46.26
<u>Contingency/FB</u>						
TOTAL REVENUE	910,000	1,108.35	4,626.31	0.00	905,373.69	0.51

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

402-TIRZ Jackson Ridge

DEPARTMENT - Seizure Fund

% OF YEAR COMPLETED: 33.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Materials & Supplies						
Fees & Other Services						
402-5402-07-5665 Jackson Ridge PID TIRZ	900,000	0.00	0.00	0.00	900,000.00	0.00
TOTAL Fees & Other Services	900,000	0.00	0.00	0.00	900,000.00	0.00
TOTAL Seizure Fund	900,000	0.00	0.00	0.00	900,000.00	0.00
TOTAL EXPENSES	900,000	0.00	0.00	0.00	900,000.00	0.00
REVENUE OVER/(UNDER) EXPENSES	10,000	1,108.35	4,626.31	0.00	5,373.69	46.26

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

403-Impact Fees

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

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

GENERAL REVENUE

Miscellaneous	<u>14,000</u>	<u>4,580.51</u>	<u>19,119.23</u>	<u>0.00</u>	(<u>5,119.23</u>)	<u>136.57</u>
TOTAL GENERAL REVENUE	<u>14,000</u>	<u>4,580.51</u>	<u>19,119.23</u>	<u>0.00</u>	(<u>5,119.23</u>)	<u>136.57</u>
TOTAL REVENUE	<u>14,000</u>	<u>4,580.51</u>	<u>19,119.23</u>	<u>0.00</u>	(<u>5,119.23</u>)	<u>136.57</u>
	=====	=====	=====	=====	=====	=====

EXPENSE SUMMARY

MCTF

Contract Services	<u>0</u>	<u>1,202.07</u>	<u>16,810.73</u>	<u>0.00</u>	(<u>16,810.73</u>)	<u>0.00</u>
TOTAL MCTF	<u>0</u>	<u>1,202.07</u>	<u>16,810.73</u>	<u>0.00</u>	(<u>16,810.73</u>)	<u>0.00</u>
TOTAL EXPENSES	<u>0</u>	<u>1,202.07</u>	<u>16,810.73</u>	<u>0.00</u>	(<u>16,810.73</u>)	<u>0.00</u>
	=====	=====	=====	=====	=====	=====

REVENUE OVER/ (UNDER) EXPENSES	14,000	3,378.44	2,308.50	0.00	11,691.50	16.49
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CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

403-Impact Fees

% OF YEAR COMPLETED: 33.33

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	14,000	4,580.51	19,119.23	0.00	(5,119.23)	136.57
TOTAL Miscellaneous	14,000	4,580.51	19,119.23	0.00	(5,119.23)	136.57
Contingency/FB						
TOTAL REVENUE	14,000	4,580.51	19,119.23	0.00	(5,119.23)	136.57

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

403-Impact Fees

DEPARTMENT - MCTF

% OF YEAR COMPLETED: 33.33

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	5,310.00	0.00 (	5,310.00)	0.00
403-5403-06-5767 Consulting Eng - Street	0	1,202.07	11,500.73	0.00 (	11,500.73)	0.00
TOTAL Contract Services	0	1,202.07	16,810.73	0.00 (	16,810.73)	0.00
 <u>Fees & Other Services</u>						
<u>Contingency/FB</u>						
TOTAL MCTF	0	1,202.07	16,810.73	0.00 (	16,810.73)	0.00
TOTAL EXPENSES	0	1,202.07	16,810.73	0.00 (	16,810.73)	0.00
REVENUE OVER/ (UNDER) EXPENSES	14,000	3,378.44	2,308.50	0.00	11,691.50	16.49

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

404-Development Fees

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	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	464,200	17,157.00	58,824.00	0.00	405,376.00	12.67
Permits	1,176,800	32,167.00	228,893.00	0.00	947,907.00	19.45
Miscellaneous	100,000	29,827.58	128,812.21	0.00	(28,812.21)	128.81
Contingency/FB	<u>1,000,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,000,000.00</u>	<u>0.00</u>
TOTAL GENERAL REVENUE	<u>2,741,000</u>	<u>79,151.58</u>	<u>416,529.21</u>	<u>0.00</u>	<u>2,324,470.79</u>	<u>15.20</u>
TOTAL REVENUE	2,741,000	79,151.58	416,529.21	0.00	2,324,470.79	15.20
	=====	=====	=====	=====	=====	=====
 <u>EXPENSE SUMMARY</u>						
 <u>MCSF</u>						
Contract Services	<u>1,738,000</u>	<u>151,803.83</u>	<u>705,139.57</u>	<u>170,685.55</u>	<u>862,174.88</u>	<u>50.39</u>
TOTAL MCSF	<u>1,738,000</u>	<u>151,803.83</u>	<u>705,139.57</u>	<u>170,685.55</u>	<u>862,174.88</u>	<u>50.39</u>
TOTAL EXPENSES	1,738,000	151,803.83	705,139.57	170,685.55	862,174.88	50.39
	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENSES	1,003,000	(72,652.25)	(288,610.36)	(170,685.55)	1,462,295.91	45.79-

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

404-Development Fees

% OF YEAR COMPLETED: 33.33

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	464,200	17,157.00	58,824.00	0.00	405,376.00	12.67
TOTAL Fines and Fees	464,200	17,157.00	58,824.00	0.00	405,376.00	12.67
<u>Charges for Services</u>						
<u>Permits</u>						
404-4000-07-4200 Development Fees	10,000	0.00	0.00	0.00	10,000.00	0.00
404-4000-07-4210 Street Fee	75,000	0.00	0.00	0.00	75,000.00	0.00
404-4000-07-4700 Fire Services Fund	400,000	667.00	120,893.00	0.00	279,107.00	30.22
404-4000-07-4710 Park Development Fees	691,800	31,500.00	108,000.00	0.00	583,800.00	15.61
TOTAL Permits	1,176,800	32,167.00	228,893.00	0.00	947,907.00	19.45
<u>Miscellaneous</u>						
404-4000-09-4500 Interest Income	100,000	29,827.58	128,812.21	0.00	(28,812.21)	128.81
TOTAL Miscellaneous	100,000	29,827.58	128,812.21	0.00	(28,812.21)	128.81
<u>Contingency/FB</u>						
404-4000-99-4091 Transfers In	1,000,000	0.00	0.00	0.00	1,000,000.00	0.00
TOTAL Contingency/FB	1,000,000	0.00	0.00	0.00	1,000,000.00	0.00
TOTAL REVENUE	2,741,000	79,151.58	416,529.21	0.00	2,324,470.79	15.20

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

404-Development Fees

DEPARTMENT - MCSF

% OF YEAR COMPLETED: 33.33

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	328,000	151,803.83	549,736.39	97,615.55 (	319,351.94)	197.36
404-5404-06-5913 Capital Expenditure - F	1,000,000	0.00	155,403.18	73,070.00	771,526.82	22.85
404-5404-06-5914 Capital Expenditure - S	<u>410,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>410,000.00</u>	<u>0.00</u>
TOTAL Contract Services	1,738,000	151,803.83	705,139.57	170,685.55	862,174.88	50.39
<u>Public Safety</u>						
<u>Contingency/FB</u>						
TOTAL MCSF	1,738,000	151,803.83	705,139.57	170,685.55	862,174.88	50.39
TOTAL EXPENSES	1,738,000	151,803.83	705,139.57	170,685.55	862,174.88	50.39
REVENUE OVER/ (UNDER) EXPENSES	1,003,000 (	72,652.25) (	288,610.36) (	170,685.55)	1,462,295.91	45.79-

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

405-Grant Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Miscellaneous	20,000	1,438.99	7,349.12	0.00	12,650.88	36.75
USDOJ PD Vests	104,000	0.00	0.00	0.00	104,000.00	0.00
Grant Revenue	<u>102,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>102,000.00</u>	<u>0.00</u>
TOTAL GENERAL REVENUE	<u>226,000</u>	<u>1,438.99</u>	<u>7,349.12</u>	<u>0.00</u>	<u>218,650.88</u>	<u>3.25</u>
TOTAL REVENUE	226,000	1,438.99	7,349.12	0.00	218,650.88	3.25
	=====	=====	=====	=====	=====	=====
<u>EXPENSE SUMMARY</u>						
<u>Grants</u>						
CDBG Water lines	<u>206,000</u>	<u>2,192.58</u>	<u>145,011.46</u>	<u>55,431.67</u>	<u>5,556.87</u>	<u>97.30</u>
TOTAL Grants	<u>206,000</u>	<u>2,192.58</u>	<u>145,011.46</u>	<u>55,431.67</u>	<u>5,556.87</u>	<u>97.30</u>
TOTAL EXPENSES	206,000	2,192.58	145,011.46	55,431.67	5,556.87	97.30
	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENSES	20,000 (	753.59) (	137,662.34) (	55,431.67)	213,094.01	965.47-

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

405-Grant Fund

% OF YEAR COMPLETED: 33.33

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	20,000	1,438.99	7,349.12	0.00	12,650.88	36.75
TOTAL Miscellaneous	20,000	1,438.99	7,349.12	0.00	12,650.88	36.75
<u>Tocker Foundation-Library</u>						
<u>USDOJ PD Vests</u>						
405-4000-82-4125 TxDOT Main St Improveme	104,000	0.00	0.00	0.00	104,000.00	0.00
TOTAL USDOJ PD Vests	104,000	0.00	0.00	0.00	104,000.00	0.00
<u>CJD Video,Computers</u>						
<u>CDBG Water Lines</u>						
<u>Grant Revenue</u>						
405-4000-85-4123 CLFRF Proceeds	102,000	0.00	0.00	0.00	102,000.00	0.00
TOTAL Grant Revenue	102,000	0.00	0.00	0.00	102,000.00	0.00
<u>Contingency/FB</u>						
TOTAL REVENUE	226,000	1,438.99	7,349.12	0.00	218,650.88	3.25

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

405-Grant Fund

DEPARTMENT - Grants

% OF YEAR COMPLETED: 33.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Contract Services</u>						
<u>Miscellaneous</u>						
<u>Tocker Foundation Libry</u>						
<u>USDOJ PD Vests</u>						
<u>CJD Video,Computers</u>						
<u>CDBG Water lines</u>						
405-5405-84-5121 TxDot Grant	104,000	0.00	0.00	0.00	104,000.00	0.00
405-5405-84-5122 CDBG water lines	0	516.25	4,999.05	0.00 (	4,999.05)	0.00
405-5405-84-5123 ARPA Pump Station Gener	102,000	1,676.33	140,012.41	55,431.67 (	93,444.08)	191.61
TOTAL CDBG Water lines	206,000	2,192.58	145,011.46	55,431.67	5,556.87	97.30
<u>Contingency/FB</u>						
TOTAL Grants	206,000	2,192.58	145,011.46	55,431.67	5,556.87	97.30
TOTAL EXPENSES	206,000	2,192.58	145,011.46	55,431.67	5,556.87	97.30
REVENUE OVER/ (UNDER) EXPENSES	20,000 (	753.59) (	137,662.34) (	55,431.67)	213,094.01	965.47-

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

406-Holding Acct Dev Agreemts

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Charges for Services	880,000	99,323.05	640,351.91	0.00	239,648.09	72.77
TOTAL GENERAL REVENUE	880,000	99,323.05	640,351.91	0.00	239,648.09	72.77
TOTAL REVENUE	880,000	99,323.05	640,351.91	0.00	239,648.09	72.77
	=====	=====	=====	=====	=====	=====
<u>EXPENSE SUMMARY</u>						
<u>Development Agreements</u>						
Contract Services	880,000	11,303.22	709,188.46	0.00	170,811.54	80.59
TOTAL Development Agreements	880,000	11,303.22	709,188.46	0.00	170,811.54	80.59
TOTAL EXPENSES	880,000	11,303.22	709,188.46	0.00	170,811.54	80.59
	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENSES	0	88,019.83 (	68,836.55)	0.00	68,836.55	0.00

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

406-Holding Acct Dev Agreemts

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Charges for Services</u>						
406-4000-06-4501 Regatta (Silverado) DA	20,000	0.00	64,604.74	0.00 (	44,604.74)	323.02
406-4000-06-4505 Horizon Deer Creek Dev	0	0.00	20,000.00	0.00 (	20,000.00)	0.00
406-4000-06-4509 Keeneland Developmenet	10,000	0.00	0.00	0.00	10,000.00	0.00
406-4000-06-5407 DA - Aubrey Plant/N/S	100,000	48,990.98	48,990.98	0.00	51,009.02	48.99
406-4000-06-5408 PSA - High Point Ranch	50,000	0.00	100,000.00	0.00 (	50,000.00)	200.00
406-4000-06-5411 DA Pecan Creek	50,000	0.00	0.00	0.00	50,000.00	0.00
406-4000-06-5413 High Point Ranch Commer	50,000	0.00	18,924.12	0.00	31,075.88	37.85
406-4000-06-5414 HPR - Lennar	200,000	0.00	195,000.00	0.00	5,000.00	97.50
406-4000-06-5415 Duck Point MM Aubrey	100,000	0.00	70,000.00	0.00	30,000.00	70.00
406-4000-06-5416 ARCK Development (Knuck	50,000	0.00	10,000.00	0.00	40,000.00	20.00
406-4000-06-5417 Aubrey Hts PSA	50,000	0.00	20,000.00	0.00	30,000.00	40.00
406-4000-06-5418 Ribbonwood	50,000	40,332.07	40,332.07	0.00	9,667.93	80.66
406-4000-06-5419 Lennar Loyd Ranch	50,000	0.00	0.00	0.00	50,000.00	0.00
406-4000-06-5420 Project Alpha US 377	50,000	0.00	10,000.00	0.00	40,000.00	20.00
406-4000-06-5421 Blackjack 4Star	50,000	0.00	0.00	0.00	50,000.00	0.00
406-4000-06-5422 Hidden Lake	0	0.00	5,000.00	0.00 (	5,000.00)	0.00
406-4000-06-5423 HMR Grand Restaurant PS	0	0.00	2,500.00	0.00 (	2,500.00)	0.00
406-4000-06-5424 Pretium - 428 Mixed Use	0	0.00	25,000.00	0.00 (	25,000.00)	0.00
406-4000-06-5425 Cencor Acquisition	<u>0</u>	<u>10,000.00</u>	<u>10,000.00</u>	<u>0.00 (</u>	<u>10,000.00)</u>	<u>0.00</u>
TOTAL Charges for Services	880,000	99,323.05	640,351.91	0.00	239,648.09	72.77
<u>Miscellaneous</u>						
TOTAL REVENUE	880,000	99,323.05	640,351.91	0.00	239,648.09	72.77

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

406-Holding Acct Dev Agreemts

DEPARTMENT - Development Agreements

% OF YEAR COMPLETED: 33.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Contract Services</u>						
406-5406-06-5720 Silverado (Regatta) Dev	20,000	1,360.08	51,276.42	0.00 (	31,276.42)	256.38
406-5406-06-5723 DA - Aubrey Plant/N/S	100,000	0.00	38,414.36	0.00	61,585.64	38.41
406-5406-06-5724 DA - High Pointe Ranch	50,000	0.00	340,387.91	0.00 (	290,387.91)	680.78
406-5406-06-5725 Keenland Addition	10,000	0.00	9,872.58	0.00	127.42	98.73
406-5406-06-5727 DA - Maylar	0	0.00	675.00	0.00 (	675.00)	0.00
406-5406-06-5728 DA - RIBBONWOOD	50,000	0.00	20,173.78	0.00	29,826.22	40.35
406-5406-06-5729 Sweet Cow / Aub Hts	0	2,742.29	35,425.87	0.00 (	35,425.87)	0.00
406-5406-06-5820 Venable Dev Agreement	0	0.00	2,348.00	0.00 (	2,348.00)	0.00
406-5406-06-5920 Winn Ridge (Jackson) De	0	0.00	698.50	0.00 (	698.50)	0.00
406-5406-06-6450 Sandbrock Dev Agreement	0	551.22	8,625.39	0.00 (	8,625.39)	0.00
406-5406-06-6460 Duck Point MM Aubrey	100,000	2,407.98	69,603.63	0.00	30,396.37	69.60
406-5406-06-6461 High Point Ranch Commer	50,000	0.00	4,761.62	0.00	45,238.38	9.52
406-5406-06-6462 Pecan Creek Residential	50,000	0.00	5,291.27	0.00	44,708.73	10.58
406-5406-06-6463 HPR - Lennar	200,000	2,342.68	36,454.55	0.00	163,545.45	18.23
406-5406-06-6465 DA Lennar Loyd Ranch	50,000	1,486.09	37,968.33	0.00	12,031.67	75.94
406-5406-06-6470 DA US 377 Project Alpha	50,000	0.00	11,914.41	0.00	38,085.59	23.83
406-5406-06-6471 Blackjack 4Star PSA	50,000	0.00	1,896.92	0.00	48,103.08	3.79
406-5406-06-6472 ARCK Development (Knuck	50,000	0.00	8,229.00	0.00	41,771.00	16.46
406-5406-06-6473 Aubrey Hts PSA Expense	50,000	0.00	7,384.68	0.00	42,615.32	14.77
406-5406-06-6474 Hidden Lake	0	412.88	10,896.40	0.00 (	10,896.40)	0.00
406-5406-06-6475 HMR Grand Restaurant PS	0	0.00	6,889.84	0.00 (	6,889.84)	0.00
TOTAL Contract Services	880,000	11,303.22	709,188.46	0.00	170,811.54	80.59
TOTAL Development Agreements	880,000	11,303.22	709,188.46	0.00	170,811.54	80.59
TOTAL EXPENSES	880,000	11,303.22	709,188.46	0.00	170,811.54	80.59
REVENUE OVER/ (UNDER) EXPENSES	0	88,019.83 (	68,836.55)	0.00	68,836.55	0.00

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

501-Capital Projects Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

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

GENERAL REVENUE

Penalties & Interest	227,255 (	48,959.69)	251,654.27	0.00 (	24,399.27)	110.74
Charges for Services	0	496,037.50	1,121,037.50	0.00 (	1,121,037.50)	0.00
Miscellaneous	57,350,000	0.00	0.00	0.00	57,350,000.00	0.00
Contingency/FB	<u>22,637,116</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>22,637,116.00</u>	<u>0.00</u>
TOTAL GENERAL REVENUE	<u>80,214,371</u>	<u>447,077.81</u>	<u>1,372,691.77</u>	<u>0.00</u>	<u>78,841,679.23</u>	<u>1.71</u>
TOTAL REVENUE	80,214,371	447,077.81	1,372,691.77	0.00	78,841,679.23	1.71
	=====	=====	=====	=====	=====	=====

EXPENSE SUMMARY

Capital Projects

Contract Services	200,000	0.00	0.00	2,063.00	197,937.00	1.03
Miscellaneous	79,007,591	4,706,541.34	7,838,373.75	1,239,521.06	69,929,696.19	11.49
Debt Service	<u>1,006,780</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,006,780.00</u>	<u>0.00</u>
TOTAL Capital Projects	<u>80,214,371</u>	<u>4,706,541.34</u>	<u>7,838,373.75</u>	<u>1,241,584.06</u>	<u>71,134,413.19</u>	<u>11.32</u>
TOTAL EXPENSES	80,214,371	4,706,541.34	7,838,373.75	1,241,584.06	71,134,413.19	11.32
	=====	=====	=====	=====	=====	=====

REVENUE OVER/ (UNDER) EXPENSES	0 (	4,259,463.53)	(6,465,681.98)	(1,241,584.06)	7,707,266.04	0.00
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CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

501-Capital Projects Fund

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Penalties & Interest</u>						
501-4000-05-4500 Interest Income	227,255	42,692.66	207,725.22	0.00	19,529.78	91.41
501-4000-05-4501 ABP Interest Income	0 (	84,412.29)	39,123.40	0.00 (	39,123.40)	0.00
501-4000-05-4502 HPR Lennar Interest Inc	0 (	7,240.06)	4,805.65	0.00 (	4,805.65)	0.00
TOTAL Penalties & Interest	227,255 (	48,959.69)	251,654.27	0.00 (	24,399.27)	110.74
 <u>Charges for Services</u>						
501-4000-06-4500 Developer Contrib ABP L	0	396,830.00	396,830.00	0.00 (	396,830.00)	0.00
501-4000-06-4510 Developer Cont Lennar H	0	99,207.50	724,207.50	0.00 (	724,207.50)	0.00
TOTAL Charges for Services	0	496,037.50	1,121,037.50	0.00 (	1,121,037.50)	0.00
 <u>Miscellaneous</u>						
501-4000-09-4900 Bond proceeds	57,350,000	0.00	0.00	0.00	57,350,000.00	0.00
TOTAL Miscellaneous	57,350,000	0.00	0.00	0.00	57,350,000.00	0.00
 <u>Contingency/FB</u>						
501-4000-99-4091 Transfers In	22,637,116	0.00	0.00	0.00	22,637,116.00	0.00
TOTAL Contingency/FB	22,637,116	0.00	0.00	0.00	22,637,116.00	0.00
TOTAL REVENUE	80,214,371	447,077.81	1,372,691.77	0.00	78,841,679.23	1.71

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

501-Capital Projects Fund

DEPARTMENT - Capital Projects

% OF YEAR COMPLETED: 33.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Capital</u>						
<u>Contract Services</u>						
501-5501-06-5765 IT Projects	50,000	0.00	0.00	2,063.00	47,937.00	4.13
501-5501-06-5766 Engineering	150,000	0.00	0.00	0.00	150,000.00	0.00
TOTAL Contract Services	200,000	0.00	0.00	2,063.00	197,937.00	1.03
<u>Miscellaneous</u>						
501-5501-09-5650 Capital Public Safety 2	3,000,000	929,953.15	2,027,285.12	4,650.00	968,064.88	67.73
501-5501-09-5651 Capital Vehicle Replace	1,800,000	81,684.00	660,329.91	300,486.20	839,183.89	53.38
501-5501-09-5652 Capital Project 38	3,500,000	0.00	0.00	0.00	3,500,000.00	0.00
501-5501-09-5656 2023 PH 1 Offsights	0	0.00	0.00	839,941.00 (	839,941.00)	0.00
501-5501-09-5658 CO 2024 FS#2	5,708,336	436,781.50	1,350,198.36	0.00	4,358,137.64	23.65
501-5501-09-5659 Council Chambers 2023	0	2,749.50	49,922.50	4,269.58 (	54,192.08)	0.00
501-5501-09-5660 HW 377 Utility Relocate	6,000,000	8,760.00	43,800.00	0.00	5,956,200.00	0.73
501-5501-09-5689 Street Projects	0	70,913.98	180,897.72	8,532.28 (	189,430.00)	0.00
501-5501-09-5901 Water System Expansion	1,816,707	0.00	623.32	0.00	1,816,083.68	0.03
501-5501-09-5902 Capex Water	43,000	1,854.23	44,870.79	0.00 (	1,870.79)	104.35
501-5501-09-5950 Sewer System Expansion	56,929,548	0.00	12,797.46	0.00	56,916,750.54	0.02
501-5501-09-5951 Capex Sewer	210,000	1,168.18	13,596.93	81,642.00	114,761.07	45.35
501-5501-09-5952 2024 Ph 2 Offsites	0	48,972.70	225,101.54	0.00 (	225,101.54)	0.00
501-5501-09-5953 WWTP Expansion	0	3,110,963.32	3,180,208.75	0.00 (	3,180,208.75)	0.00
501-5501-09-5954 UTRWD Delivery Point	0	4,849.26	12,080.91	0.00 (	12,080.91)	0.00
501-5501-09-5955 FM 428 Lift Station	0	3,435.00	32,203.92	0.00 (	32,203.92)	0.00
501-5501-09-5956 Rock Hill Water Well	0	4,456.52	4,456.52	0.00 (	4,456.52)	0.00
TOTAL Miscellaneous	79,007,591	4,706,541.34	7,838,373.75	1,239,521.06	69,929,696.19	11.49
<u>Debt Service</u>						
501-5501-98-5899 Bond Issue Costs	1,006,780	0.00	0.00	0.00	1,006,780.00	0.00
TOTAL Debt Service	1,006,780	0.00	0.00	0.00	1,006,780.00	0.00
<u>Contingency/FB</u>						
TOTAL Capital Projects	80,214,371	4,706,541.34	7,838,373.75	1,241,584.06	71,134,413.19	11.32
TOTAL EXPENSES	80,214,371	4,706,541.34	7,838,373.75	1,241,584.06	71,134,413.19	11.32
REVENUE OVER/ (UNDER) EXPENSES	0 (	4,259,463.53) (	6,465,681.98) (	1,241,584.06)	7,707,266.04	0.00

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

601-NAVO FWSD Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

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

GENERAL REVENUE

_____	_____	_____	_____	_____	_____
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EXPENSE SUMMARY

NAVO

_____	_____	_____	_____	_____	_____
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CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

601-NAVO FWSD Fund

% OF YEAR COMPLETED: 33.33

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

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

601-NAVO FWSD Fund

DEPARTMENT - NAVO

% OF YEAR COMPLETED: 33.33

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>Public Safety</u>						
<u>Miscellaneous</u>						
<u>Debt Service</u>						
<u>Contingency/FB</u>						

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

701-MDD

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

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

GENERAL REVENUE

Taxes	975,000	97,165.19	381,587.12	0.00	593,412.88	39.14
Miscellaneous	<u>127,020</u>	<u>12,584.29</u>	<u>51,172.38</u>	<u>0.00</u>	<u>75,847.62</u>	<u>40.29</u>
TOTAL GENERAL REVENUE	<u>1,102,020</u>	<u>109,749.48</u>	<u>432,759.50</u>	<u>0.00</u>	<u>669,260.50</u>	<u>39.27</u>
TOTAL REVENUE	<u>1,102,020</u>	<u>109,749.48</u>	<u>432,759.50</u>	<u>0.00</u>	<u>669,260.50</u>	<u>39.27</u>
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EXPENSE SUMMARY

MDD

Personnel	161,609	11,225.05	57,340.38	0.00	104,268.62	35.48
Materials & Supplies	7,000	0.00	298.79	0.00	6,701.21	4.27
Repairs & Maintenance	26,000	3,641.40	21,184.32	0.00	4,815.68	81.48
Utilities	2,445	45.60	194.92	0.00	2,250.08	7.97
Contract Services	46,500	2,170.32	18,051.55	0.00	28,448.45	38.82
Fees & Other Services	70,305	5,717.37	35,159.40	0.00	35,145.60	50.01
Miscellaneous	151,500	0.00	3,095.04	0.00	148,404.96	2.04
Contingency/FB	<u>317,400</u>	<u>1,450.00</u>	<u>5,800.00</u>	<u>0.00</u>	<u>311,600.00</u>	<u>1.83</u>
TOTAL MDD	<u>782,759</u>	<u>24,249.74</u>	<u>141,124.40</u>	<u>0.00</u>	<u>641,634.60</u>	<u>18.03</u>
TOTAL EXPENSES	<u>782,759</u>	<u>24,249.74</u>	<u>141,124.40</u>	<u>0.00</u>	<u>641,634.60</u>	<u>18.03</u>
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REVENUE OVER/ (UNDER) EXPENSES	319,261	85,499.74	291,635.10	0.00	27,625.90	91.35
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CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

701-MDD

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Taxes</u>						
701-4000-02-4130 Sales Taxes	975,000	97,165.19	381,587.12	0.00	593,412.88	39.14
TOTAL Taxes	975,000	97,165.19	381,587.12	0.00	593,412.88	39.14
<u>Grants</u>						
<u>Miscellaneous</u>						
701-4000-09-4500 Interest Income	109,000	11,084.29	45,152.38	0.00	63,847.62	41.42
701-4000-09-4730 Property Rental Income	18,020	1,500.00	6,020.00	0.00	12,000.00	33.41
TOTAL Miscellaneous	127,020	12,584.29	51,172.38	0.00	75,847.62	40.29
<u>Contingency/FB</u>						
TOTAL REVENUE	1,102,020	109,749.48	432,759.50	0.00	669,260.50	39.27

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2025

701-MDD

DEPARTMENT - MDD

% OF YEAR COMPLETED: 33.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
701-5176-01-5101 Salaries	116,900	8,992.70	39,559.26	0.00	77,340.74	33.84
701-5176-01-5106 Longevity	50	0.00	50.00	0.00	0.00	100.00
701-5176-01-5107 TMRS Contribution	12,455	957.72	2,977.03	0.00	9,477.97	23.90
701-5176-01-5108 Payroll Tax Expense (me	1,696	126.54	562.59	0.00	1,133.41	33.17
701-5176-01-5109 Group Health Insurance	11,878	1,072.90	5,628.05	0.00	6,249.95	47.38
701-5176-01-5110 Workmens Comp TML	230	75.19	118.96	0.00	111.04	51.72
701-5176-01-5621 Travel/training	18,400	0.00	8,444.49	0.00	9,955.51	45.89
TOTAL Personnel	161,609	11,225.05	57,340.38	0.00	104,268.62	35.48
<u>Capital</u>						
<u>Materials & Supplies</u>						
701-5176-03-5050 Office Supplies	2,000	0.00	232.79	0.00	1,767.21	11.64
701-5176-03-5060 Promotional Materials	5,000	0.00	66.00	0.00	4,934.00	1.32
TOTAL Materials & Supplies	7,000	0.00	298.79	0.00	6,701.21	4.27
<u>Repairs & Maintenance</u>						
701-5176-04-5120 Building Maintenance	26,000	3,641.40	21,184.32	0.00	4,815.68	81.48
TOTAL Repairs & Maintenance	26,000	3,641.40	21,184.32	0.00	4,815.68	81.48
<u>Utilities</u>						
701-5176-05-5616 Utilities - Electricity	1,850	0.00	0.00	0.00	1,850.00	0.00
701-5176-05-5618 Telephone	595	45.60	194.92	0.00	400.08	32.76
TOTAL Utilities	2,445	45.60	194.92	0.00	2,250.08	7.97
<u>Contract Services</u>						
701-5176-06-5620 Legal & Professional	35,000	2,170.32	8,377.80	0.00	26,622.20	23.94
701-5176-06-5764 Special Services	3,000	0.00	0.00	0.00	3,000.00	0.00
701-5176-06-7862 Maps	8,500	0.00	0.00	0.00	8,500.00	0.00
701-5176-06-7863 Strategic Plan	0	0.00	9,673.75	0.00	(9,673.75)	0.00
TOTAL Contract Services	46,500	2,170.32	18,051.55	0.00	28,448.45	38.82
<u>Fees & Other Services</u>						
701-5176-07-5150 Printing	3,000	0.00	0.00	0.00	3,000.00	0.00
701-5176-07-5190 Insurance - TML	930	478.37	751.14	0.00	178.86	80.77
701-5176-07-5260 Dues & Memberships	14,500	0.00	11,500.00	0.00	3,000.00	79.31
701-5176-07-5280 Copier Maintenance Cont	1,400	65.00	260.00	0.00	1,140.00	18.57
701-5176-07-5665 Technology/Promotional	23,000	5,174.00	20,247.26	0.00	2,752.74	88.03
701-5176-07-5667 Marketing and Advertisi	27,475	0.00	2,401.00	0.00	25,074.00	8.74
TOTAL Fees & Other Services	70,305	5,717.37	35,159.40	0.00	35,145.60	50.01
<u>Miscellaneous</u>						
701-5176-09-5131 Meetings Meals	1,500	0.00	238.83	0.00	1,261.17	15.92
701-5176-09-5630 Property Purchase	150,000	0.00	2,856.21	0.00	147,143.79	1.90
TOTAL Miscellaneous	151,500	0.00	3,095.04	0.00	148,404.96	2.04

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

701-MDD

DEPARTMENT - MDD

% OF YEAR COMPLETED: 33.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Contingency/FB						
701-5176-99-4091 Administrative fee	17,400	1,450.00	5,800.00	0.00	11,600.00	33.33
701-5176-99-5700 Grant Match	150,000	0.00	0.00	0.00	150,000.00	0.00
701-5176-99-5750 Economic Incentives	<u>150,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>150,000.00</u>	<u>0.00</u>
TOTAL Contingency/FB	317,400	1,450.00	5,800.00	0.00	311,600.00	1.83
TOTAL MDD	782,759	24,249.74	141,124.40	0.00	641,634.60	18.03
TOTAL EXPENSES	782,759	24,249.74	141,124.40	0.00	641,634.60	18.03
REVENUE OVER/ (UNDER) EXPENSES	319,261	85,499.74	291,635.10	0.00	27,625.90	91.35

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

801-Employee Benefit Trust

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Miscellaneous	1,577,500	153,040.38	569,018.12	0.00	1,008,481.88	36.07
TOTAL GENERAL REVENUE	1,577,500	153,040.38	569,018.12	0.00	1,008,481.88	36.07
TOTAL REVENUE	1,577,500	153,040.38	569,018.12	0.00	1,008,481.88	36.07
	=====	=====	=====	=====	=====	=====
<u>EXPENSE SUMMARY</u>						
<u>Insurance Premiums</u>						
Personnel	1,396,500	128,061.06	465,007.20	0.00	931,492.80	33.30
TOTAL Insurance Premiums	1,396,500	128,061.06	465,007.20	0.00	931,492.80	33.30
TOTAL EXPENSES	1,396,500	128,061.06	465,007.20	0.00	931,492.80	33.30
	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENSES	181,000	24,979.32	104,010.92	0.00	76,989.08	57.46

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

801-Employee Benefit Trust

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Miscellaneous</u>						
801-4000-09-4430 Employer Insurance Prem	1,260,000	128,912.58	464,000.99	0.00	795,999.01	36.83
801-4000-09-4440 Employee Insurance Prem	302,500	22,221.76	97,508.61	0.00	204,991.39	32.23
801-4000-09-4480 Flex Spending Account	10,000	1,042.80	4,595.60	0.00	5,404.40	45.96
801-4000-09-4500 Interest Income	<u>5,000</u>	<u>863.24</u>	<u>2,912.92</u>	<u>0.00</u>	<u>2,087.08</u>	<u>58.26</u>
TOTAL Miscellaneous	1,577,500	153,040.38	569,018.12	0.00	1,008,481.88	36.07
TOTAL REVENUE	1,577,500	153,040.38	569,018.12	0.00	1,008,481.88	36.07

CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

801-Employee Benefit Trust

DEPARTMENT - Insurance Premiums

% OF YEAR COMPLETED: 33.33

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	110.00	354.07	0.00	1,145.93	23.60
801-5000-01-5111 Health Insurance	1,160,000	98,381.61	375,295.07	0.00	784,704.93	32.35
801-5000-01-5112 Dental Insurance	90,000	7,055.46	27,810.73	0.00	62,189.27	30.90
801-5000-01-5113 Vision Insurance	15,000	2,629.68	4,714.51	0.00	10,285.49	31.43
801-5000-01-5115 Life Insurance	75,000	16,318.29	31,014.69	0.00	43,985.31	41.35
801-5000-01-5117 Voluntary Policies	20,000	1,086.52	4,818.78	0.00	15,181.22	24.09
801-5000-01-5118 Flex Spending	15,000	625.50	9,272.05	0.00	5,727.95	61.81
801-5000-01-5119 New Benefits	12,000	1,749.00	7,107.30	0.00	4,892.70	59.23
801-5000-01-5120 Careflight/PHI	<u>8,000</u>	<u>105.00</u>	<u>4,620.00</u>	<u>0.00</u>	<u>3,380.00</u>	<u>57.75</u>
TOTAL Personnel	1,396,500	128,061.06	465,007.20	0.00	931,492.80	33.30
TOTAL Insurance Premiums	1,396,500	128,061.06	465,007.20	0.00	931,492.80	33.30
TOTAL EXPENSES	1,396,500	128,061.06	465,007.20	0.00	931,492.80	33.30
REVENUE OVER/ (UNDER) EXPENSES	181,000	24,979.32	104,010.92	0.00	76,989.08	57.46



Balance Sheet by Fund

(Unaudited)

January 2025

BALANCE SHEET

AS OF: JANUARY 31ST, 2025

101-General Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
101-11-000-00	General Fund Cash	2,162,063.51	
101-11-000-10	Cash on hand - Court drawer	200.00	
101-11-000-84	Claim on Cash General	3,504,507.92	
101-11-000-90	Investment Account	6,399,101.36	
101-11-013-20	Taxes Receivable	28,517.98	
101-11-013-25	Emergicon EMS AR	3,597,015.00	
101-11-013-33	Allowance for Taxes	(7,465.40)	
101-11-013-35	Allowance for EMS AR	(3,253,048.00)	
101-11-013-37	Sales Tax Receivable	427,606.59	
101-11-015-00	Court Fees Receivable	437,291.24	
101-11-015-50	Allowance for Court Fees	(143,517.12)	
101-11-021-00	Prepays	1,455,048.00	
101-11-050-00	Inventory	32,450.64	
101-12-016-10	Land	1,083,000.00	
101-13-000-80	Due from other funds EBT	50,000.00	
101-19-000-00	Net Pension Asset	<u>84,712.00</u>	
			<u>15,857,483.72</u>
TOTAL ASSETS			15,857,483.72
=====			
LIABILITIES			
=====			
101-21-010-00	Accounts Payable Pooled	115,706.85	
101-21-010-01	Accounts Payable-General Fund	12,478.70	
101-21-010-14	Deferred Revenue Taxes	21,052.58	
101-21-010-15	Deferred Revenue Court	293,774.42	
101-21-010-16	Deferred Revenue EMS	343,967.00	
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	
101-21-023-20	Comm Ctr rental deposits	890.01	
101-21-023-30	Parks rental deposits	(150.00)	
101-21-023-40	Collection fees payable-MVBA	175.20	
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	(<u>344.08</u>)	
TOTAL LIABILITIES			<u>785,801.15</u>
EQUITY			
=====			
101-31-033-00	Fund Balance General Fund	13,253,399.55	
101-31-033-80	Net Pension Obligation	<u>82,656.00</u>	
TOTAL BEGINNING EQUITY			13,336,055.55

BALANCE SHEET

AS OF: JANUARY 31ST, 2025

101-General Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
TOTAL REVENUE		7,610,272.74
TOTAL EXPENSES		<u>5,874,645.72</u>
TOTAL REVENUE OVER/ (UNDER) EXPENSES		1,735,627.02
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		<u>15,071,682.57</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		15,857,483.72
=====		

BALANCE SHEET

AS OF: JANUARY 31ST, 2025

201-Water Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
201-11-000-00	Water Fund Cash	73,100.35
201-11-000-10	Cash Drawer	200.00
201-11-000-84	Claim on Cash Water	435,290.49
201-11-000-90	Investment Account	77,634.47
201-11-000-91	Water Impact Fees	643,539.64
201-11-000-95	Cash - CO Keeneland Ph1 Offsit	8,538,717.00
201-11-013-00	Accounts receivable - UB	196,647.92
201-11-013-21	Accounts Receivable - Unbilled	84,488.59
201-11-013-22	Allowance for Uncollect Water	(29,816.43)
201-11-027-00	Discount on Bonds	145,094.40
201-11-050-00	Inventory	458,669.38
201-12-016-10	Land	83,058.00
201-12-016-30	Water System	15,358,123.34
201-12-016-50	Machinery and Equipment	749,604.98
201-12-016-60	Vehicles	474,306.42
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	2,624,652.40
201-12-017-00	Accumulated Depreciation	(6,510,560.34)
201-13-000-00	Due from other funds	368,290.00
201-19-000-00	Net Pension Asset	(17,100.00)
		<u>23,909,356.24</u>
TOTAL ASSETS		23,909,356.24
		=====
LIABILITIES		
=====		
201-21-010-00	Accounts Payable Pooled	12,353.59
201-21-010-05	Unapplied Credits	4,481.97
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	9,717.46
201-21-021-20	Accrued Interest Payable	55,381.75
201-21-023-00	Water TMRS Due to state	(881.00)
201-21-023-41	Credit Card Fees Payable	25,745.96
201-21-027-00	Bond Premium	174,032.00
201-21-029-10	Bonds Payable - Series 2016	4,005,000.00
201-21-029-75	Bonds Payable - Series 2023	8,110,000.00
201-21-029-80	Customer Deposits	174,107.64
201-21-029-81	Customer Refunds Payable	29.01
201-23-901-00	Due to Payroll Fund	(3,102.78)
TOTAL LIABILITIES		<u>12,530,165.60</u>

BALANCE SHEET

AS OF: JANUARY 31ST, 2025

201-Water Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
EQUITY		
=====		
201-31-033-02	Fund balance - Water/Sewer	10,474,017.37
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	10,953,269.84
	TOTAL REVENUE	837,473.60
	TOTAL EXPENSES	<u>411,552.80</u>
	TOTAL REVENUE OVER/ (UNDER) EXPENSES	425,920.80
	TOTAL EQUITY & REV. OVER/ (UNDER) EXP.	<u>11,379,190.64</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.	23,909,356.24
=====		

BALANCE SHEET

AS OF: JANUARY 31ST, 2025

202-Sewer Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
202-11-000-84	Claim on Cash Sewer	(4,728,249.46)	
202-11-000-91	Sewer Impact Fees	838,075.39	
202-11-000-92	Utility Funding Series 2024A	51,155,452.16	
202-11-013-01	Accounts Receivable - UB	99,654.69	
202-11-013-21	Accounts Receivable - Unbilled	42,562.70	
202-11-013-22	Allowance for Doubtful Account	(15,109.98)	
202-11-050-00	Inventory	60,254.36	
202-12-016-40	Sewer System	11,387,377.80	
202-12-016-90	Construction in Progress	<u>1,714,500.68</u>	
			<u>60,554,518.34</u>
TOTAL ASSETS			60,554,518.34
=====			
LIABILITIES			
=====			
202-21-010-00	Accounts Payable Pooled	12,327.19	
202-21-021-10	Accrued Vacation Payable	15,915.08	
202-21-027-00	Bond Premium	2,564,850.30	
202-21-028-80	Bonds Payable - Series 2013	71,920.00	
202-21-029-20	Bonds Payable - Series 2024A	50,095,000.00	
202-23-000-00	Due to other funds	114,820.00	
202-23-901-00	Due to Payroll Fund	(<u>13,116.03</u>)	
TOTAL LIABILITIES			<u>52,861,716.54</u>
EQUITY			
=====			
202-31-033-00	Fund Balance	6,241,806.55	
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		7,551,454.19	
TOTAL REVENUE		1,144,952.03	
TOTAL EXPENSES		<u>1,003,604.42</u>	
TOTAL REVENUE OVER/ (UNDER) EXPENSES		141,347.61	
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.			<u>7,692,801.80</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			60,554,518.34
=====			

BALANCE SHEET

AS OF: JANUARY 31ST, 2025

205-Solid Waste Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
205-11-000-84	Claim on Cash Garbage	(413,965.92)	
205-11-013-00	Accounts Receivable - UB	69,179.63	
205-11-013-10	Accounts receivable	95,428.23	
205-11-013-21	Accounts Receivable - Unbilled	31,429.77	
205-11-013-22	Allowance for Doubtful Account	(10,489.25)	
		(228,417.54)	
TOTAL ASSETS		(228,417.54)	=====
LIABILITIES			
=====			
205-21-010-00	Accounts Payable Pooled	177,162.57	
205-21-021-90	Sales Tax Payable	12,027.40	
205-23-000-00	Due to other funds	16,219.00	
TOTAL LIABILITIES		205,408.97	
EQUITY			
=====			
205-31-033-00	Fund Balance	(272,923.87)	
TOTAL BEGINNING EQUITY		(272,923.87)	
TOTAL REVENUE		690,857.42	
TOTAL EXPENSES		851,760.06	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(160,902.64)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		(433,826.51)	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		(228,417.54)	=====

BALANCE SHEET

AS OF: JANUARY 31ST, 2025

301-Debt Service Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
301-11-000-00	Debt Service Cash	1,495,406.90	
301-11-000-84	Claim on Cash Debt Service	122,274.49	
301-11-000-90	Investment Account	73,413.99	
301-11-013-00	Property Taxes Receivable	15,983.61	
301-11-013-10	Allowance for Uncollect Taxes	(5,106.75)	
301-13-000-00	Due from other funds	<u>114,820.00</u>	
			<u>1,816,792.24</u>
	TOTAL ASSETS		1,816,792.24
			=====
LIABILITIES			
=====			
301-21-029-90	Deferred Taxes-I&S	<u>10,876.86</u>	
	TOTAL LIABILITIES		<u>10,876.86</u>
EQUITY			
=====			
301-31-033-01	Fund Balance - Restricted	<u>418,676.06</u>	
	TOTAL BEGINNING EQUITY	418,676.06	
	TOTAL REVENUE	<u>1,387,239.32</u>	
	TOTAL REVENUE OVER/ (UNDER) EXPENSES	1,387,239.32	
	TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		<u>1,805,915.38</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		1,816,792.24
			=====

BALANCE SHEET

AS OF: JANUARY 31ST, 2025

401-Special Revenue Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
401-11-000-00	Special Revenue Cash	48,240.52	
401-11-000-84	Claim on Cash Special Revenue	<u>35,394.37</u>	
			<u>83,634.89</u>
TOTAL ASSETS			83,634.89
			=====
LIABILITIES			
=====			
EQUITY			
=====			
401-31-033-02	Fund Balance - Child Safety	4,021.19	
401-31-033-04	Fund Balance - Court Security	6,920.50	
401-31-033-05	Fund Balance - PD Officers Tra	54,940.59	
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		69,651.21	
TOTAL REVENUE		<u>13,983.68</u>	
TOTAL REVENUE OVER/ (UNDER) EXPENSES		13,983.68	
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.			<u>83,634.89</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			83,634.89
			=====

BALANCE SHEET

AS OF: JANUARY 31ST, 2025

402-TIRZ Jackson Ridge

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
402-11-000-00	TIRZ Cash	286,887.04	
402-11-000-84	Claim on Cash TIRZ	<u>518,732.58</u>	
			<u>805,619.62</u>
TOTAL ASSETS			805,619.62
			=====
LIABILITIES			
=====			
EQUITY			
=====			
402-31-033-06	Fund balance - TIRZ Fund	<u>800,993.31</u>	
	TOTAL BEGINNING EQUITY	800,993.31	
TOTAL REVENUE		<u>4,626.31</u>	
	TOTAL REVENUE OVER/ (UNDER) EXPENSES	4,626.31	
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.			<u>805,619.62</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			805,619.62
			=====

BALANCE SHEET

AS OF: JANUARY 31ST, 2025

403-Impact Fees

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
403-11-000-00	Impact Fees Cash	1,185,622.00	
403-11-000-84	Claim on Cash Impact Fees	(806,776.92)	
			<u>378,845.08</u>
	TOTAL ASSETS		378,845.08
			=====
LIABILITIES			
=====			
403-21-010-00	Accounts Payable Pooled	1,202.07	
	TOTAL LIABILITIES		<u>1,202.07</u>
EQUITY			
=====			
403-31-033-20	Restricted FB- Street Impact	375,334.51	
	TOTAL BEGINNING EQUITY	375,334.51	
	TOTAL REVENUE	19,119.23	
	TOTAL EXPENSES	<u>16,810.73</u>	
	TOTAL REVENUE OVER/ (UNDER) EXPENSES	2,308.50	
	TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		<u>377,643.01</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		378,845.08
			=====

BALANCE SHEET

AS OF: JANUARY 31ST, 2025

404-Development Fees

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
404-11-000-50	Investment Acct-Park Fees	1,667,619.94	
404-11-000-60	Investment acct-Fire Station	3,735,825.66	
404-11-000-70	Investment Acct-Street Fees	2,011,329.99	
404-11-000-84	Claim on Cash Development Fees	3,276,093.27	
404-11-000-90	Investment Account	<u>336,719.74</u>	
			<u>11,027,588.60</u>
	TOTAL ASSETS		11,027,588.60
			=====
LIABILITIES			
=====			
404-21-010-00	Accounts Payable Pooled	<u>152,675.90</u>	
	TOTAL LIABILITIES		<u>152,675.90</u>
EQUITY			
=====			
404-31-033-00	Fund Balance	<u>11,163,523.06</u>	
	TOTAL BEGINNING EQUITY		11,163,523.06
	TOTAL REVENUE	416,529.21	
	TOTAL EXPENSES	<u>705,139.57</u>	
	TOTAL REVENUE OVER/ (UNDER) EXPENSES	(288,610.36)	
	TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		<u>10,874,912.70</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		11,027,588.60
			=====

BALANCE SHEET

AS OF: JANUARY 31ST, 2025

405-Grant Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
405-11-000-00	Grant Fund Cash	372,468.21	
405-11-000-84	Claim on Cash Grants	762,296.15	
405-11-013-15	AR Due From State	<u>74,767.93</u>	
			<u>1,209,532.29</u>
	TOTAL ASSETS		1,209,532.29
=====			
LIABILITIES			
=====			
405-21-010-00	Account Payable Pooled	4,718.38	
405-21-021-60	Unearned Revenue - Grants	<u>354,759.56</u>	
	TOTAL LIABILITIES		<u>359,477.94</u>
EQUITY			
=====			
405-31-033-04	Fund Balance - Grant Fund	<u>987,716.69</u>	
	TOTAL BEGINNING EQUITY		987,716.69
	TOTAL REVENUE	7,349.12	
	TOTAL EXPENSES	<u>145,011.46</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(137,662.34)	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>850,054.35</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		1,209,532.29
=====			

BALANCE SHEET

AS OF: JANUARY 31ST, 2025

406-Holding Acct Dev Agreemts

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
406-11-000-84	Claim on Cash Holding	<u>537,915.00</u>	
			<u>537,915.00</u>
	TOTAL ASSETS		537,915.00
			=====
LIABILITIES			
=====			
406-21-010-00	Accounts Payable Pooled	11,303.22	
406-23-000-00	Due to Other Funds	<u>368,290.00</u>	
	TOTAL LIABILITIES		<u>379,593.22</u>
EQUITY			
=====			
406-31-033-00	Fund Balance	<u>227,158.33</u>	
	TOTAL BEGINNING EQUITY	227,158.33	
	TOTAL REVENUE	640,351.91	
	TOTAL EXPENSES	<u>709,188.46</u>	
	TOTAL REVENUE OVER/ (UNDER) EXPENSES	(68,836.55)	
	TOTAL EQUITY & REV. OVER/ (UNDER) EXP.	<u>158,321.78</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		537,915.00
			=====

BALANCE SHEET

AS OF: JANUARY 31ST, 2025

501-Capital Projects Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
501-11-000-55	Vehicle Replacement Fund	292,080.37	
501-11-000-58	Escrow Cash - AHE	8,986.33	
501-11-000-59	Cash - CO 2022 Public Safety	2,022,900.71	
501-11-000-60	Cash - CO 2023 Keeneland Phl	(3,598,462.17)	
501-11-000-61	Cash - CO 2024 Station 2	2,799,269.52	
501-11-000-62	ABP LLC Cash Escrow	9,856,196.45	
501-11-000-63	HPR Lennar Escrow	1,168,333.28	
501-11-000-84	Claim on Cash Capital Projects	(3,643,712.49)	
501-11-008-38	Cash - Water Bond S16	<u>165,364.37</u>	
		<u>9,070,956.37</u>	
TOTAL ASSETS			9,070,956.37
=====			
LIABILITIES			
=====			
501-21-010-00	Accounts Payable Pooled	1,187,151.81	
501-21-010-02	Accounts payable	179,563.00	
501-21-010-11	Accounts Payable - Capital Pro	41,819.00	
501-21-021-60	Unearned Revenue - ABP	(273,294.31)	
501-21-021-61	Unearned Revenue - HPR Lennar	(87,161.79)	
501-21-021-65	Unearned Revenue - AHE	242,489.00	
501-23-999-00	Impact Fees - Streets	<u>33,317.26</u>	
TOTAL LIABILITIES		<u>1,323,883.97</u>	
EQUITY			
=====			
501-31-033-03	Restricted FB - Contruction	<u>14,212,754.38</u>	
TOTAL BEGINNING EQUITY		14,212,754.38	
TOTAL REVENUE		1,372,691.77	
TOTAL EXPENSES		<u>7,838,373.75</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(6,465,681.98)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>7,747,072.40</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			9,070,956.37
=====			

BALANCE SHEET

AS OF: JANUARY 31ST, 2025

601-NAVO FWSD Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
601-11-000-84	Claim on Cash NAVO	<u>726,309.29</u>	
			<u>726,309.29</u>
	TOTAL ASSETS		726,309.29
			=====
LIABILITIES			
=====			
601-21-022-10	Wages Payable	0.31	
601-23-901-00	Due to Payroll Fund	(<u>237.23</u>)	
	TOTAL LIABILITIES	(<u>236.92</u>)	
EQUITY			
=====			
601-31-033-00	Fund Balance	<u>726,546.21</u>	
	TOTAL BEGINNING EQUITY	<u>726,546.21</u>	
	TOTAL EQUITY & REV. OVER/ (UNDER) EXP.	<u>726,546.21</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		726,309.29
			=====

BALANCE SHEET

AS OF: JANUARY 31ST, 2025

701-MDD

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
701-11-000-00	MDD Cash	1,217,990.45	
701-11-000-84	Claim on Cash MDD	(29,470.82)	
701-11-000-90	Investment Account	1,652,514.95	
701-11-013-37	Sales Tax Receivable	187,664.42	
701-12-015-00	Land	696,835.95	
701-12-015-10	Buildings and improvements	340,267.04	
701-12-017-00	Accumulated Depreciation	(56,103.00)	
		<u>4,009,698.99</u>	
TOTAL ASSETS			4,009,698.99
			=====
LIABILITIES			
=====			
701-21-010-00	Accounts Payable Pooled	4,845.60	
701-21-021-10	Accrued Vacation	<u>1,458.00</u>	
TOTAL LIABILITIES			<u>6,303.60</u>
EQUITY			
=====			
701-31-040-10	Fund Balance - MDD	<u>3,711,760.29</u>	
TOTAL BEGINNING EQUITY			3,711,760.29
TOTAL REVENUE		432,759.50	
TOTAL EXPENSES		<u>141,124.40</u>	
TOTAL REVENUE OVER/ (UNDER) EXPENSES			291,635.10
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.			<u>4,003,395.39</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			4,009,698.99
			=====

BALANCE SHEET

AS OF: JANUARY 31ST, 2025

801-Employee Benefit Trust

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
801-11-000-00	Employee Benefit Trust Cash	183,076.70	
801-11-000-84	Claim on Cash EBT	(65,855.42)	
		<u>117,221.28</u>	
	TOTAL ASSETS		117,221.28
			=====
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	(36,849.64)	
	TOTAL BEGINNING EQUITY	(36,849.64)	
	TOTAL REVENUE	569,018.12	
	TOTAL EXPENSES	<u>465,007.20</u>	
	TOTAL REVENUE OVER/ (UNDER) EXPENSES	104,010.92	
	TOTAL EQUITY & REV. OVER/ (UNDER) EXP.	<u>67,161.28</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		117,221.28
			=====



**City Council Meeting
Staff Report
February 27, 2025**

Agenda Item

Approve the absence of council members for the regular meetings identified in the staff report.

Staff Contact

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

Summary

This item will, if approved, excuse the absence of Council Member Erin Allen from the January 23, 2025 regular meeting.

Financial Summary

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to excuse the absence of the council member for the date listed in the staff report.



**City Council Meeting
Staff Report
February 27, 2025**

Agenda Item

Accept the Aubrey Police Department's 2024 Racial Profiling Analysis completed by Justice Research Consultants, LLC. This complete report satisfies the Aubrey Police Department's statutory obligations set out in Article 2.132 - 2.134 of the Texas Code of Criminal Procedure.

Staff Contact

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

Summary

Each year the Aubrey Police Department is required by law (Article 2.132 – 2.134 of the Texas Code of Criminal Procedure) to annually report to the Aubrey City Council data collected on motor vehicle stops in which a citation, or warning (written or verbal) was issued and to arrests made as a result of those stops. Additionally, the Department is required to conduct a comparative analysis of the information compiled with specific attention to the following areas:

1. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
2. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;
3. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and
4. Information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

The attached report meets these criteria and is presented to the Aubrey City Council on behalf of the men and women of the Aubrey Police Department.

Financial Summary

None

Staff Recommended Action

Approve

Staff Recommended Motion

"I move to acknowledge receipt of the 2024 Racial Profiling Analysis presented by the Aubrey Police Department."

AUBREY POLICE DEPARTMENT

2024

RACIAL PROFILING ANALYSIS

PREPARED BY:

Eric J. Fritsch, Ph.D.

Chad R. Trulson, Ph.D.

Justice Research Consultants, LLC



Executive Summary

Article 2.132-2.134 of the Texas Code of Criminal Procedure (CCP) requires the annual reporting to the local governing body of data collected on motor vehicle stops in which a ticket, citation, or warning was issued and to arrests made as a result of those stops, in addition to data collection and reporting requirements. Article 2.134 of the CCP directs that “a comparative analysis of the information compiled under 2.133” be conducted, with specific attention to the below areas:

1. evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
2. examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;
3. evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and
4. information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

The analysis of material and data from the Aubrey Police Department revealed the following:

- **A COMPREHENSIVE REVIEW OF THE AUBREY POLICE DEPARTMENT REGULATIONS, SPECIFICALLY POLICY 2.2 “BIAS BASED POLICING”, SHOWS THAT THE AUBREY POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2.132 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.**
- **A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE AUBREY POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.**
- **A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT IN BOTH PRINT AND ELECTRONIC FORM REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.**
- **ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.**
- **THE AUBREY POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW CONCERNING THE REPORTING OF INFORMATION TO TCOLE.**
- **THE AUBREY POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW REGARDING CCP ARTICLES 2.132-2.134.**

Introduction

This report details an analysis of the Aubrey Police Department's policies, training, and statistical information on racial profiling for the year 2024. This report has been prepared to specifically comply with Article 2.132, 2.133, and 2.134 of the Texas Code of Criminal Procedure (CCP) regarding the compilation and analysis of traffic stop data. Specifically, the analysis will address Articles 2.131 – 2.134 of the CCP and make a determination of the level of compliance with those articles by the Aubrey Police Department in 2024. The full copies of the applicable laws pertaining to this report are contained in Appendix A.

This report is divided into six sections: (1) Aubrey Police Department's policy on racial profiling; (2) Aubrey Police Department's training and education on racial profiling; (3) Aubrey Police Department's complaint process and public education on racial profiling; (4) analysis of Aubrey Police Department's traffic stop data; (5) additional traffic stop data to be reported to TCOLE; and (6) Aubrey Police Department's compliance with applicable laws on racial profiling.

For the purposes of this report and analysis, the following definition of racial profiling is used: racial profiling means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity (Texas CCP Article 3.05).

Aubrey Police Department Policy on Racial Profiling

A review of Aubrey Police Department Policy 2.2 "Bias Based Policing" revealed that the department has adopted policies to be in compliance with Article 2.132 of the Texas CCP (see Appendix B). There are seven specific requirements mandated by Article 2.132 that a law enforcement agency must address. All seven are clearly covered in Policy 2.2. Aubrey Police Department regulations provide clear direction that any form of bias-based profiling is prohibited and that officers found engaging in inappropriate profiling may be disciplined up to and including dismissal. The regulations also provide a very clear statement of the agency's philosophy regarding equal treatment of all persons regardless of race or ethnicity. Appendix C lists the applicable statute and corresponding Aubrey Police Department regulation.

A COMPREHENSIVE REVIEW OF AUBREY POLICE DEPARTMENT POLICY 2.2 SHOWS THAT THE AUBREY POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2.132 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.

Aubrey Police Department Training and Education on Racial Profiling

Texas Occupation Code § 1701.253 and § 1701.402 require that curriculum be established and training certificates issued on racial profiling for all Texas Peace officers. Documentation provided by Aubrey Police Department reveals that all officers except one have received bias-based/racial profiling training. The training for this officer is planned to be scheduled in early 2025.

A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE AUBREY POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.

Aubrey Police Department Complaint Process and Public Education on Racial Profiling

Article 2.132 §(b)3-4 of the Texas Code of Criminal Procedure requires that law enforcement agencies implement a complaint process on racial profiling and that the agency provide public education on the complaint process. Aubrey Police Department 2.2 Section V satisfies this requirement. In addition, Aubrey Police Department has a website where citizens can email or call the police department (<https://www.aubreytx.gov/189/Police-Department>) and the department also has a brochure on how to file a complaint against an officer (<https://www.aubreytx.gov/195/Online-Forms>).

A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT IN BOTH PRINT AND ELECTRONIC FORM REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.

Aubrey Police Department Statistical Data on Racial Profiling

Article 2.132(b) 6 and Article 2.133 requires that law enforcement agencies collect statistical information on motor vehicle stops in which a ticket, citation, or warning was issued and to arrests made as a result of those stops, in addition to other information noted previously. Aubrey Police Department submitted statistical information on all motor vehicle stops in 2024 and accompanying information on the race/ethnicity of the person stopped. Accompanying this data was the relevant information required to be collected and reported by law.

ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.

Analysis of the Data

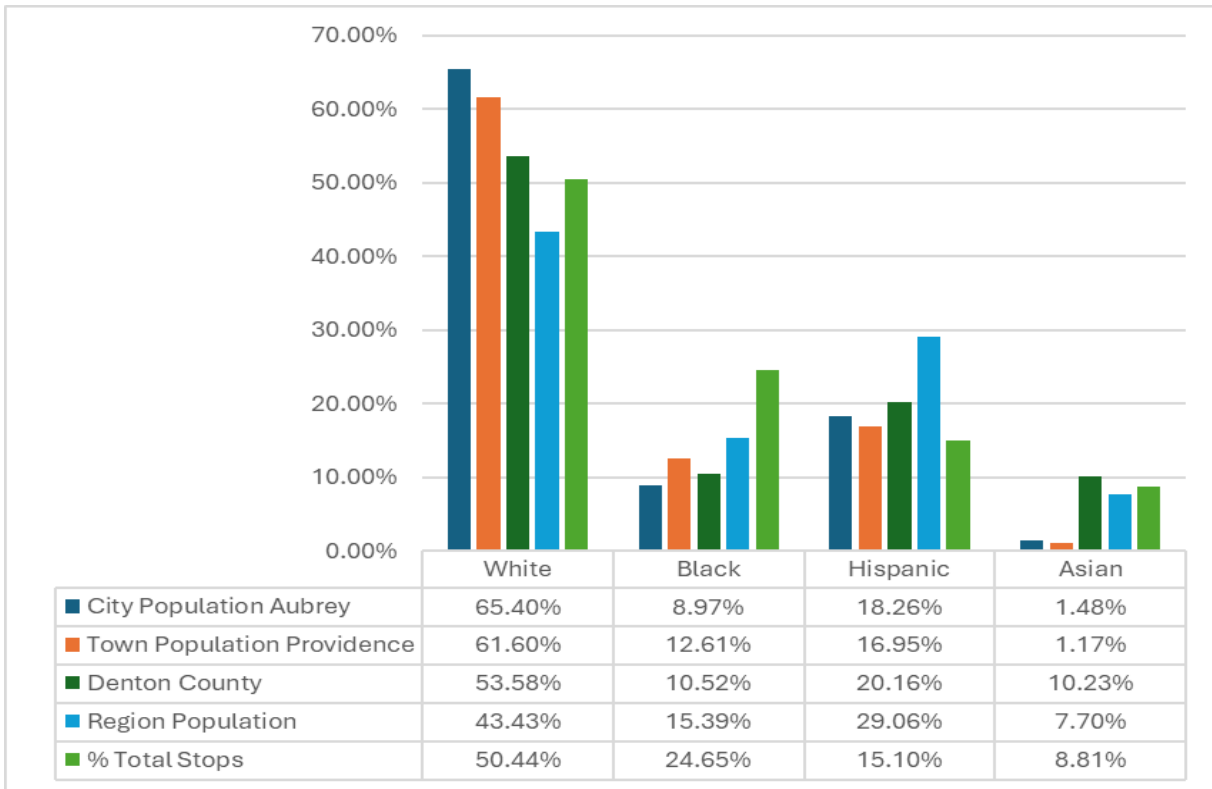
Comparative Analysis #1:

Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities. Texas Code of Criminal Procedure Article 2.134(c)(1)(A)

The first chart depicts the percentages of people stopped by race/ethnicity among the total 10,947 motor vehicle stops in which a ticket, citation, or warning was issued, including arrests made, in 2024.¹

¹ There were 110 motor vehicle stops of drivers considered Alaska Native/American Indian. These motor vehicle stops were not charted in the first figure of this report due to the small number of cases relative to the population and the total number of motor vehicle stops among all drivers (10,947).

Chart 1: Percentage of Motor Vehicle Stops in Comparison to Benchmarks



White drivers constituted 50.44 percent of all drivers stopped, whereas Whites constitute 65.40 percent of the city (Aubrey) population, 61.60 percent of the Town of Providence Village population, 53.58 percent of the county population, and 43.43 percent of the region population.²

Black drivers constituted 24.65 percent of all drivers stopped, whereas Blacks constitute 8.97 percent of the city (Aubrey) population, 12.61 percent of the Town of Providence Village population, 10.52 percent of the county population, and 15.39 percent of the region population.

Hispanic drivers constituted 15.10 percent of all drivers stopped, whereas Hispanics constitute 18.26 percent of the city (Aubrey) population, 16.95 percent of the Town of Providence Village population, 20.16 percent of the county population, and 29.06 percent of the region population.

Asian drivers constituted 8.81 percent of all drivers stopped, whereas Asians constitute 1.48 percent of the city (Aubrey) population, 1.17 percent of the Town of Providence Village population, 10.23 percent of the county population, and 7.70 percent of the region population.

² City and County and Regional populations were derived from 2020 Decennial Census Redistricting Data (DEC) of the U.S. Census Bureau. Region is defined as the 16 county Dallas-Ft. Worth Area including the following counties: Collin, Dallas, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, and Wise. City and County populations by gender noted later in this report are based on 2019 American Community Survey estimates.

The chart shows that White drivers are stopped at rates lower than the percentage of Whites found in the City of Aubrey, Town of Providence Village, and county populations, but higher than the percentage of Whites in the regional population. Black drivers are stopped at rates higher than the percentage of Blacks found in the City of Aubrey, Town of Providence Village, county, and regional populations. Hispanic drivers are stopped at rates lower than the percentage of Hispanics in the City of Aubrey, Town of Providence Village, county, and regional populations. Asian drivers are stopped at rates higher than the percentage of Asians found in the City of Aubrey, Town of Providence Village, and regional populations, but lower than the percentage of Asians found in the county population.

Methodological Issues

Upon examination of the data, it is important to note that differences in overall stop rates of a particular racial or ethnic group, compared to that racial or ethnic group's proportion of the population, cannot be used to make determinations that officers have or have not racially profiled any given individual motorist. Claims asserting racial profiling of an individual motorist from the aggregate data utilized in this report are erroneous.

For example, concluding that a particular driver of a specific race/ethnicity was racially profiled simply because members of that particular racial/ethnic group as a whole were stopped at a higher rate than their proportion of the population—are as erroneous as claims that a particular driver of a specific race/ethnicity could NOT have been racially profiled simply because the percentage of stops among members of a particular racial/ethnic group as a whole were stopped at a lower frequency than that group's proportion of the particular population base (e.g., city or county population). In short, aggregate data as required by law and presented in this report cannot be used to prove or disprove that a member of a particular racial/ethnic group was racially profiled. Next, we discuss the reasons why using aggregate data—as currently required by the state racial profiling law—are inappropriate to use in making claims that any individual motorist was racially profiled.

Issue #1: Using Group-Level Data to Explain Individual Officer Decisions

The law dictates that police agencies compile aggregate-level data regarding the *rates* at which agencies *collectively* stop motorists in terms of their race/ethnicity. These aggregated data are to be subsequently analyzed in order to determine whether or not *individual* officers are “racially profiling” motorists. This methodological error, commonly referred to as the “ecological fallacy,” defines the dangers involved in making assertions about individual officer decisions based on the examination of aggregate stop data. **In short, one cannot prove that an individual officer has racially profiled any individual motorist based on the rate at which a department stops any given group of motorists.** In sum, aggregate level data cannot be used to assess individual officer decisions, but the state racial profiling law requires this assessment.

Issue #2: Problems Associated with Population Base-Rates

There has been considerable debate as to what the most appropriate population “base-rate” is in determining whether or not racial/ethnic disparities exist. The base-rate serves as the benchmark for comparison purposes. The outcome of analyses designed to determine whether or not disparities exist is dependent on which base-rate is used. While this report utilized the most

recent 2020 Census as a population base-rate, this population measure can become quickly outdated, can be inaccurate, and may not keep pace with changes experienced in city and county and regional population measures. Utilizing a different base rate can make differences regarding whether disproportionality exists or not. Even then, as noted above, disproportionality in the rate of stops among different racial/ethnic groups does not automatically equate to a finding of racial profiling.

In addition, the validity of the benchmark base-rate becomes even more problematic if analyses fail to distinguish between residents and non-residents who are stopped. This is because the existence of significant proportions of non-resident stops will lead to invalid conclusions if racial/ethnic comparisons are made exclusively to resident population figures. **In sum, a valid measure of the driving population does not exist. As a proxy, census data is used which is problematic as an indicator of the driving population.** In addition, stopped motorists who are not residents of the city, county, or region where the motor vehicle stop occurred are not included in the benchmark base-rate.

Issue #3: Officers Do Not Know the Race/Ethnicity of the Motorist Prior to the Stop

As illustrated in Table 3 near the end of this report, of the 10,947 motor vehicle stops in 2024, the officer knew the race/ethnicity of the motorist prior to the stop in 4.8% of the stops (522/10,947). This percentage is consistent across law enforcement agencies throughout Texas. An analysis of all annual racial profiling reports submitted to the Texas Commission on Law Enforcement, as required by the Texas racial profiling law, found that in 2.9% of the traffic stops in Texas, the officer knew the race/ethnicity of the motorist prior to the stop.³ The analysis included 1,186 Texas law enforcement agencies and more than 3.25 million traffic stops.

As noted, the legal definition of racial profiling in the Texas Code of Criminal Procedure Article 3.05 is “a law enforcement-initiated action based on an individual’s race, ethnicity, or national origin rather than on the individual’s behavior or on information identifying the individual as having engaged in criminal activity.”

Almost always, Aubrey PD officers do not know the race/ethnicity of the motorist prior to the stop. This factor further invalidates any conclusions drawn from the stop data presented in Chart 1. If an officer does not know the race/ethnicity of the motorist prior to the stop, then the officer cannot, by legal definition, be racial profiling. Racial profiling is a law-enforcement action based on the race/ethnicity of an individual. If the officer does not know the person’s race/ethnicity before the action (in this case, stopping a vehicle), then racial profiling cannot occur.

Based on this factor, post-stop outcomes are more relevant for a racial profiling assessment, as presented later in this report, in comparison to initial motor vehicle stop data disaggregated by race/ethnicity. Once the officer has contacted the motorist after the stop, the officer has identified the person’s race/ethnicity and all subsequent actions are more relevant to a racial profiling assessment than the initial stop data.

³ Winkler, Jordan M. (2016). *Racial Disparity in Traffic Stops: An Analysis of Racial Profiling Data in Texas*. Master’s Thesis. University of North Texas.

In short, the methodological problems outlined above point to the limited utility of using aggregate level comparisons of the rates at which different racial/ethnic groups are stopped in order to determine whether or not racial profiling exists within a given jurisdiction.

Table 1 reports the summaries for the total number of motor vehicle stops in which a ticket, citation, or warning was issued, and to arrests made as a result of those stops, by the Aubrey Police Department in 2024. Table 1 and associated analyses are utilized to satisfy the comparative analyses as required by Texas law, and in specific, Article 2.134 of the CCP.

Comparative Analysis #2:

Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction. Texas Code of Criminal Procedure Article 2.134(c)(1)(B)

As shown in Table 1, there were a total of 10,947 motor vehicle stops in 2024 in which a ticket, citation, or warning was issued. The table also shows arrests made as a result of those stops. Roughly 74 percent of stops resulted in a written warning (8,153/10,947) and roughly 25 percent resulted in a citation. These actions accounted for roughly 99 percent of all stop actions and will be discussed in more detail below.

Specific to **written warnings**, White motorists received a written warning in roughly 78 percent of stops involving White motorists (4,324/5,522), Black motorists received a written warning in roughly 76 percent of stops of Black motorists, Hispanic motorists received a written warning in roughly 61 percent of stops of Hispanic motorists, and Asian motorists received a written warning in roughly 71 percent of stops of Asian motorists.

Specific to **citations**, White motorists received a citation in roughly 21 percent of stops involving White motorists (1,178/5,522), Black motorists received a citation in roughly 23 percent of stops of Black motorists, Hispanic motorists received a citation in roughly 39 percent of stops of Hispanic motorists, and Asian motorists received a citation in roughly 29 percent of stops of Asian motorists.

Of the 10,947 total stops in 2024, 52 **arrests** [written warning and arrest (35) and citation and arrest (17)] were made, and this accounts for 0.5 percent of all stops. White motorists were arrested in 0.4 percent of stops involving White motorists (20/5,522), Black motorists were arrested in 0.7 percent of stops involving Black motorists, Hispanic motorists were arrested in 0.5 percent of stops involving Hispanic motorists, and Asian motorists were arrested in 0.3 percent of stops involving Asian motorists.

As illustrated in Table 1, arrests were most commonly based on a **violation of the penal code** (78.8%; 41/52) or an **outstanding warrant** (19.2%; 10/52).

Finally, as presented in Table 1, **physical force resulting in bodily injury** occurred in two stops in 2024. In both stops, both the officer and suspect were injured.

Table 1: Traffic Stops and Outcomes by Race/Ethnicity

Stop Table	White	Black	Hispanic /Latino	Asian /Pacific Islander	Alaska Native /American Indian	Total
Number of Stops	5,522	2,698	1,653	964	110	10,947
Gender						
Female	2,276	1,076	446	168	23	3,989
Male	3,246	1,622	1,207	796	87	6,958
Reason for Stop						
Violation of Law	152	108	66	25	10	361
Preexisting Knowledge	29	61	35	2	0	127
Moving Traffic Violation	3,716	1,435	1,066	782	80	7,079
Vehicle Traffic Violation	1,625	1,094	486	155	20	3,380
Result of Stop						
Verbal Warning	0	0	0	0	0	0
Written Warning	4,324	2,063	1,008	681	77	8,153
Citation	1,178	615	637	280	32	2,742
Written Warning and Arrest	13	16	3	2	1	35
Citation and Arrest	7	4	5	1	0	17
Arrest	0	0	0	0	0	0
Arrest Based On						
Violation of Penal Code	18	16	4	2	1	41
Violation of Traffic Law	0	0	0	1	0	1
Violation of City Ordinance	0	0	0	0	0	0
Outstanding Warrant	2	4	4	0	0	10
Physical Force Resulting in Bodily Injury Used?						
No	5,520	2,698	1,653	964	110	10,945
Yes	2	0	0	0	0	2

Comparative Analysis #3:

Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches. Texas Code of Criminal Procedure Article 2.134(c)(1)(C)

In 2024, a total of 333 **searches** of motorists were conducted, or 3.0 percent of all stops resulted in a search (333/10,947). Among searches within each racial/ethnic group, White motorists were searched in 2.0 percent of all stops of White motorists (112/5,522), Black motorists were searched in 7.0 percent of all stops of Black motorists, Hispanic motorists were searched in 1.7 percent of all stops of Hispanic motorists, and Asian motorists were searched in 0.4 percent of all stops of Asian motorists (4 searches pursuant to 964 stops of Asian motorists).

As illustrated in Table 2, the most common reason for a search was probable cause (76.6%; 225/333). Among **probable cause searches** within each racial/ethnic group, White motorists were searched based on probable cause in roughly 63 percent of all searches of White motorists (71/112), Black motorists were searched based on probable cause in roughly 88 percent of all searches of Black motorists, Hispanic motorists were searched based on probable cause in roughly 57 percent of all searches of Hispanic motorists, and Asian motorists were searched based on probable cause in 50 percent of all searches of Asian motorists (2 searches based on probable cause pursuant to 4 total searches of Asian motorists).

Regarding searches, it should be further noted that only 52 out of the 333 searches in 2024, or 15.6 percent of all searches, were based on consent, which are regarded as discretionary as opposed to non-discretionary searches (see Table 2). Relative to the total number of stops (10,947), discretionary consent searches occurred in 0.5 percent of stops.

Among **consent searches** within each racial/ethnic group, White motorists were searched based on consent in 28.6 percent of all searches of White motorists (32/112), Black motorists were searched based on consent in 7.4 percent of all searches of Black motorists, Hispanic motorists were searched based on consent in 21.4 percent of all searches of Hispanic motorists, and Asian motorists were not searched based on consent in 2024.

Of the searches that occurred in 2024, and as shown in Table 2, **contraband was discovered** in 237 or roughly 71 percent of all searches (237/333 total searches).⁴ The majority of time in which contraband was found during a search, the contraband discovered was drugs. Finally, as illustrated in Table 2, when contraband was discovered, motorists were arrested roughly 11 percent of the time (25/237).

⁴ Note that in Table 2 the number of searches where contraband was discovered was 237, but the “Description of Contraband” field equals 262. This occurs because more than one form of contraband can be discovered in a single search.

Table 2: Searches and Outcomes by Race/Ethnicity

Search Table	White	Black	Hispanic /Latino	Asian /Pacific Islander	Alaska Native /American Indian	Total
Search Conducted						
Yes	112	188	28	4	1	333
No	5,410	2,510	1,625	960	109	10,614
Reason for Search						
Consent	32	14	6	0	0	52
Contraband in Plain View	3	2	4	0	0	9
Probable Cause	71	165	16	2	1	255
Inventory	3	3	0	0	0	6
Incident to Arrest	3	4	2	2	0	11
Was Contraband Discovered						
Yes	76	139	20	1	1	237
No	36	49	8	3	0	96
Description of Contraband						
Drugs	55	129	13	1	1	199
Weapons	4	5	0	0	0	9
Currency	0	0	0	0	0	0
Alcohol	9	10	6	0	0	25
Stolen Property	0	0	0	0	0	0
Other	18	10	1	0	0	29
Did Discovery of Contraband Result in Arrest?						
Yes	9	13	2	0	1	25
No	67	126	18	1	0	212

Comparative Analysis #4:

Information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. Texas Code of Criminal Procedure Article 2.134(c)(2)

In 2024, internal records indicate that the Aubrey Police Department received no complaints alleging that a peace officer employed by the agency engaged in racial profiling.

Additional Analysis:

Statistical analysis of motor vehicle stops relative to the gender population of the agency's reporting area. This analysis is presented in the report based on a December 2020 email sent from TCOLE to law enforcement executives in Texas.

In 2024, 10,947 motor vehicle stops were made by the Aubrey Police Department. Of these stops, 3,989 or roughly 36 percent were female drivers (3,989/10,947) and roughly 64 percent were male drivers (see Table 1).

According to 2019 American Community Survey (ACS) city and county population estimates of the U.S. Census Bureau, the City of Aubrey was composed of 53 percent females and 47 percent males, and the Town of Providence Village was composed of 52.6 percent females and 47.4 percent males. County population 2019 ACS estimates indicate that females accounted for 51 percent of the county population and males accounted for 49 percent of the county population.

Overall, in 2024, males were stopped at rates higher than their proportion of the city, town, and county populations.

Additional Information Required to be Reported to TCOLE

Table 3 below provides additional information relative to motor vehicle stops in 2024 by the Aubrey Police Department. The data are required to be collected by the Aubrey Police Department under the Texas Code of Criminal Procedure Article 2.133.

As previously noted, the Aubrey Police Department received no complaints alleging that a peace officer employed by the agency engaged in racial profiling. Furthermore, as previously discussed, of the 10,947 motor vehicle stops in 2024, the officer knew the race/ethnicity of the motorist prior to the stop in 4.8% of the stops (522/10,947).

Table 3: Additional Information

Additional Information	Total
Was Race/Ethnicity Known Prior to Stop	
Yes	522
No	10,425
Approximate Location of Stop⁵	
City Street	9,567
US Highway	812
County Road	433
State Highway	37
Private Property/Other	97
Number of Complaints of Racial Profiling	
Resulted in Disciplinary Action	0
Did Not Result in Disciplinary Action	0

Analysis of Racial Profiling Compliance by Aubrey Police Department

The foregoing analysis shows that the Aubrey Police Department is fully in compliance with all relevant Texas laws concerning racial profiling, including the existence of a formal policy prohibiting racial profiling by its officers, officer training and educational programs, a formalized complaint process, and the collection and reporting of data in compliance with the law.

In addition to providing summary reports and analysis of the data collected by the Aubrey Police Department in 2024, this report also included an extensive presentation of some of the limitations involved in the level of data collection currently required by law and the methodological problems associated with analyzing such data for the Aubrey Police Department as well as police agencies across Texas.

⁵ The “Approximate Location of Stop” field does not equal 10,947 stops but instead adds to 10,946 stops. This discrepancy resulted from a data entry error where the approximate location of stop could not be accurately determined.

Appendix A: Racial Profiling Statutes and Laws

Texas Racial Profiling Statutes

Art. 3.05. RACIAL PROFILING.

In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 2, eff. Sept. 1, 2001.

Art. 2.131. RACIAL PROFILING PROHIBITED.

A peace officer may not engage in racial profiling.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING.

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means the following categories:

- (A) Alaska native or American Indian;
- (B) Asian or Pacific Islander;
- (C) black;
- (D) white; and
- (E) Hispanic or Latino.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search;

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;

(D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;

(E) the location of the stop; and

(F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Texas Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

(g) On a finding by the Texas Commission on Law Enforcement that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 25, eff. September 1, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 93 (S.B. 686), Sec. 2.05, eff. May 18, 2013.

Acts 2017, 85th Leg., R.S., Ch. 173 (H.B. 3051), Sec. 1, eff. September 1, 2017.

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.01, eff. September 1, 2017.

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS.

(a) In this article, "race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop;

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b) to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 26, eff. September 1, 2009.

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.02, eff. September 1, 2017.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article:

(1) "Motor vehicle stop" has the meaning assigned by Article 2.132(a).

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Texas Commission on Law Enforcement and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;

(B) examine the disposition of motor vehicle stops made by officers employed by the agency,

categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Texas Commission on Law Enforcement, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(g) On a finding by the Texas Commission on Law Enforcement that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 27, eff. September 1, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 93 (S.B. 686), Sec. 2.06, eff. May 18, 2013.

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.03, eff. September 1, 2017.

Art. 2.136. LIABILITY.

A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras, including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

- (1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;
- (2) smaller jurisdictions; and
- (3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras, the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras, the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using video and audio equipment and body worn cameras for those purposes.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.04, eff. September 1, 2017.

Art. 2.138. RULES.

The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.1385. CIVIL PENALTY.

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an amount not to exceed \$5,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

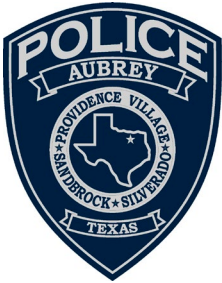
(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

Added by Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 29, eff. September 1, 2009.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.05, eff. September 1, 2017.

Appendix B: Agency Policy

	AUBREY POLICE DEPARTMENT
	Policy 2.2 Bias Based Policing
	Effective Date:
	Reference: TBP 2.01

I. POLICY

We are committed to a respect for constitutional rights in the performance of our duties. Our success is based on the respect we give to our communities, and the respect members of the community observe toward law enforcement. To this end, we shall exercise our sworn duties, responsibilities, and obligations in a manner that does not discriminate on the basis of race, sex, gender, sexual orientation, national origin, ethnicity, age, or religion. Respect for diversity and equitable enforcement of the law are essential to our mission.

All enforcement actions shall be based on the standards of reasonable suspicion or probable cause as required by the Fourth Amendment to the U. S. Constitution and by statutory authority. In all enforcement decisions, officers shall be able to articulate specific facts, circumstances, and conclusions that support probable cause or reasonable suspicion for arrests, searches, seizures, and stops of individuals. Officers shall not stop, detain, arrest, search, or attempt to search anyone based solely upon the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.

All departmental orders are informed and guided by this directive. Nothing in this order limits non-enforcement consensual contacts between officers and the public.

II. PURPOSE

The purpose of this order is to inform officers that bias-based policing is prohibited by the department. Additionally, this order will assist officers in identifying key contexts in which bias may influence these actions and emphasize the importance of the constitutional guidelines within which we operate.

III. DEFINITIONS

Most of the following terms appear in this policy statement. In any case, these terms appear in the larger public discourse about alleged biased enforcement behavior and in other orders. These definitions are intended to facilitate on-going discussion and analysis of our enforcement practices.

- A. Bias: Prejudice or partiality based on preconceived ideas, a person's upbringing, culture, experience, or education.
- B. Biased-based policing: Stopping, detaining, searching, or attempting to search, or using force against a person based upon his or her race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.

- C. Ethnicity: cluster of characteristics that may include race but also cultural characteristics or traits that are shared by a group with a common experience or history.
- D. Gender: Unlike sex, a psychological classification based on cultural characteristics or traits.
- E. Probable cause: Specific facts and circumstances within an officer's knowledge that would lead a reasonable officer to believe that a specific offense has been or is being committed, and that the suspect has committed it. Probable cause will be determined by the courts reviewing the totality of the circumstances surrounding the arrest or search from an objective point of view.
- F. Race: A category of people of a particular decent, including Caucasian, African, Hispanic, Asian, Middle Eastern, or Native American descent. As distinct from ethnicity, race refers only to physical characteristics sufficiently distinctive to group people under a classification.
- G. Racial profiling: A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
- H. Reasonable suspicion: Specific facts and circumstances that would lead a reasonable officer to believe criminal activity is afoot and the person to be detained is somehow involved. Reasonable suspicion will be determined by the courts reviewing the totality of the circumstances surrounding the detention from an objective point of view .
- I. Sex: A biological classification, male or female, based on physical and genetic characteristics.
- J. Stop: An investigative detention of a person for a brief period of time, based on reasonable suspicion.

IV. PROCEDURES

A. General responsibilities

1. Officers are prohibited from engaging in bias-based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities, against any person based solely on the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. These characteristics, however, may form part of reasonable suspicion or probable cause when officers are seeking a suspect with one or more of these attributes. (TBP: 2.01)
2. Investigative detentions, traffic stops, arrests, searches, and property seizures by officers will be based on a standard of reasonable suspicion or probable cause in accordance with the Fourth Amendment of the U.S. Constitution. Officers must be able to articulate specific facts and circumstances that support reasonable suspicion or probable cause for investigative detentions, traffic stops, subject stops, arrests, nonconsensual searches, and property seizures. Except as provided in number 3 below, officers shall not consider race/ethnicity in establishing either reasonable suspicion or probable cause. Similarly, except as provided below, officers shall not consider race/ethnicity in deciding to initiate even those nonconsensual encounters that do not amount to legal detentions or to request consent to search.
3. Officers may take into account the reported race or ethnicity of a specific suspect or suspects based on trustworthy, locally relevant information that links a person or persons

of a specific race/ethnicity to a particular unlawful incident(s). Race/ethnicity can never be used as the sole basis for probable cause or reasonable suspicion. Except as provided above, reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall be subjected to stops, seizures, or detentions only upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Officers shall document the elements of reasonable suspicion and probable cause in appropriate reports.

4. Officers shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.
 - a. As traffic stops furnish a primary source of bias-related complaints, officers shall have a firm understanding of the warrantless searches allowed by law, particularly the use of consent. How the officer disengages from a traffic stop may be crucial to a person's perception of fairness or discrimination.
 - b. Officers shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.
5. All personnel shall treat everyone with the same courtesy and respect that they would have others observe to department personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.
 - a. Personnel shall facilitate an individual's access to other governmental services whenever possible and shall actively provide referrals to other appropriate agencies.
 - b. All personnel shall courteously accept, document, and forward to the Chief of Police any complaints made by an individual against the department. Further, officers shall provide information on the complaint's process and shall give copies of "How to Make a Complaint" when requested or when it is reasonable to assume
 - 1) When feasible, personnel shall offer explanations of the reasons for enforcement actions or other decisions that bear on the individual's well-being unless the explanation would undermine an investigation or jeopardize an officer's safety.
 - 2) When concluding an encounter, personnel shall thank him or her for cooperating.
 - 3) When feasible, all personnel shall identify themselves by name. When a person requests the information, personnel shall give their departmental identification number, name of the immediate supervisor, or any other reasonable information.
 - 4) All personnel are accountable for their actions. Personnel shall justify their actions when required.

B. Supervisory responsibilities

1. Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties and those of their subordinates. Supervisors shall identify and correct instances of bias in the work of their subordinates.
2. Supervisors shall use the disciplinary mechanisms of the department to ensure compliance with this order and the constitutional requirements of law enforcement.
3. Supervisors shall be mindful that in accounting for the actions and performance of subordinates, supervisors are critical to maintaining community trust in law enforcement. Supervisors shall continually reinforce the ethic of impartial enforcement of the laws, and

shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.

4. Supervisors are reminded that biased enforcement of the law engenders not only mistrust of law enforcement but increases safety risks to personnel as well as exposing the employee(s) and department to liability.
5. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates if the supervisor knew, or should have known, of the subordinate's actions.
6. Supervisors shall ensure that all enforcement actions are duly documented per departmental policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable. Any enforcement action that begins as a consensual encounter will also have the circumstances of the initial encounter documented.
7. Supervisors shall facilitate the filing of any complaints about law- enforcement service.
8. Supervisors will randomly review at least three random videos per patrol officer (either body camera and/or in-car camera video), every 90 days. Supervisors are not required to watch each incident of an entire shift; however, reviewing the footage in a manner intended to gain an understanding of that officer's performance and adherence to policy and law is required. Supervisors will document the random review of the video and any violations of policy or law will be addressed through the use of existing internal affairs policy. (TBP: 2.01)
9. Section 8 above applies only to uniformed officers and their immediate supervisors.

C. Disciplinary consequences

Actions prohibited by this order shall be cause for disciplinary action, up to and including dismissal.

D. Training (TBP: 2.01)

Officers shall complete all training required by state law regarding bias- based profiling. The training will meet the standards compliant with a minimum Training Level 2, and should be in the form of at least one of the following training methods:

- Roll-call Training
- Formal Training Bulletin
- Receiving a copy of the Bias-Based Policing Policy, then discussing said bulletin with a supervisor
- Receiving a copy of the Bias-Based Policing Policy, then tested over its content

V. COMPLAINTS

- A. The department shall publish "How to Make a Complaint" folders and make them available at all city facilities and other public locations throughout the city. The department's complaint process and its bias-based profiling policy will be posted on the department's website. The information shall include, but is not limited to, the email, physical address, and telephone contact information for making a complaint against an employee. Whenever possible, the media will be used to inform the public of the department's policy and complaint process.

- B. Complaints alleging incidents of bias-based profiling will be fully investigated as described under Policy 2.4.
- C. Complainants will be notified of the results of the investigations when the **investigation is completed.**

VI. RECORD KEEPING

- A. The department will maintain all required records on traffic stops where a citation or warning is issued or where an arrest is made subsequent to a traffic stop.
- B. The information collected above will be reported to the city council as required by law.
- C. The information will also be reported to TCOLE in the required format.

File a Police Employee Complaint



Complaint Process

File a Complaint About a Police Employee

Most contacts between citizens and Aubrey police officers are positive and professional, but complaints do arise from time to time. Confusion, different perceptions or timeliness of information can result in different accounts of the same incident.

These differences need to be addressed quickly. You are entitled to efficient, fair and impartial service, and the Aubrey Police Department takes your concerns seriously. We investigate all misconduct allegations and quickly respond to inquiries about employee actions or department policy.

Texas Government Code requires that all complaints against police officers be in writing and signed by the person making the complaint.

Making a false complaint is a violation of the Texas Penal Code and can result in a fine and time in jail.

Since the relationship between the community and our officers is based on confidence and trust, our effectiveness is greatest when we and the community work together to reach this goal. We appreciate hearing from you. Your input makes a difference.

Filing a Police Employee Complaint

File a complaint by [E-Mail Aubrey PD Employee Complaint](#), by U.S. Mail or submit in person. The address is:

Aubrey Police Department
108 E. Elm St.
Aubrey, TX 76227
940.365.2601

When you file a complaint, we will review the information and contact you to sign an official complaint document.

Complaint investigations are completed within a reasonable time. Most are resolved within 30 days after we receive them. We file regular status reports on longer investigations.



Based on available facts, the complaint is classified in one of four categories:

Sustained:

The allegation is true, and the action of the employee was inconsistent with department rules and procedures

Inconclusive:

There isn't enough evidence to prove or disprove the allegation

Unfounded:

The incident did not occur, or the affected employee was not involved

Exonerated:

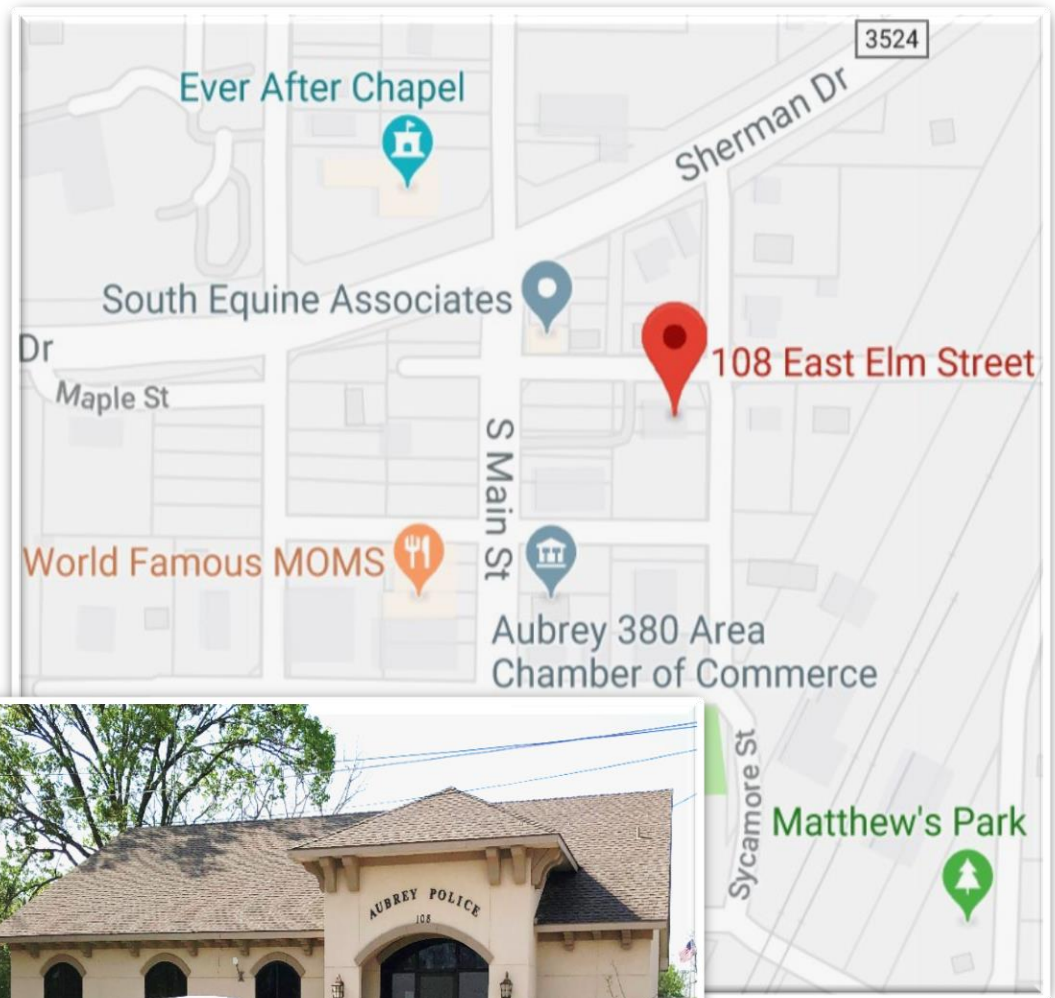
The incident occurred, but the conduct or action was lawful, proper and in accordance with department rules and procedures

If the allegations are sustained, appropriate action will be taken. The action may involve training, verbal or

written reprimand, suspension from duty or termination. You will receive notice informing you of the findings.

Aubrey Police Department's Compliance with Senate Bill 1074 (Racial Profiling)

This department supports the 77th Texas Legislature's mandate prohibiting racial profiling in Texas. Our police officers work under a department policy that is consistent with all state and federal laws. The policy includes provisions for citizens to contact us if they have a complaint about an Aubrey police officer.



Appendix C: Racial Profiling Laws and Corresponding Standard Operating Procedures

Texas CCP Article	AUBREY POLICE DEPARTMENT Policy 2.2 “Bias Based Policing”
2.132(b)1	Definitions
2.132(b)2	Policy
2.132(b)3	Complaints
2.132(b)4	Complaints
2.132(b)5	Disciplinary Consequences
2.132(b)6	Record Keeping
2.132(b)7	Record Keeping



**City Council Meeting
Staff Report
February 27, 2025**

Agenda Item

Approve and accept a Permanent Drainage Easement granted to the City from Blue Diamond Industries containing approximately 0.266 acres (11,595 square feet) on a tract of land located in the Francisco Trevino Survey, Abstract 1243, City of Aubrey, Denton County, Texas, being a portion of the Blue Diamond Addition.

Staff Contact

Leanne Wilson, Executive Director of Operations
lwilson@aubreytx.gov

Summary

The Highmeadow Drive detention pond is located at the northeast property line of Blue Diamond Industries LLC. The detention pond receives public drainage, and an easement is needed. The easement acquisition was coordinated with Blue Diamond. The easement is being acquired at no cost, and the city has agreed to maintain the easement.

Financial Summary

None

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve the Drainage Easement.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

DRAINAGE EASEMENT

STATE OF TEXAS

COUNTY OF DENTON

KNOW ALL MEN BY THESE PRESENTS:

That **Blue Diamond Industries, LLC** ("Grantor"), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the **CITY OF AUBREY, TEXAS**, ("Grantee"), the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, does hereby GRANT, SELL AND CONVEY unto Grantee a drainage easement and right to construct, reconstruct, operate, repair, enlarge, add additional facilities, re-build, replace, relocate, alter, remove, upgrade, investigate, survey, conduct emergency repairs, supervise the work of others, and perpetually maintain drainage facilities (collectively, "Facilities"), together with all incidental improvements, and all necessary laterals ("Easement"), over, across, in, on, under and through certain real property owned by Grantor and located in the City of Aubrey, Denton County, Texas, as described and depicted in **EXHIBIT A**, attached hereto and incorporated herein for all purposes ("Easement Property"). The rights of Grantee under this Easement shall extend to Grantee's third-party contractors, representatives, agents, and employees fulfilling the Easement Purpose on behalf of Grantee.

All matters concerning the Facilities and the Easement Purpose are at Grantee's sole discretion, subject to performance of Grantee's obligations described herein. If Grantee is unable to access the Easement Property due to physical barriers or conditions, then Grantee shall have, and is hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within fifteen feet (15') of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property.

The Easement Property shall remain accessible to Grantee at all times and will be maintained in a safe and sanitary condition by the Grantor. Notwithstanding anything to the contrary herein, Grantee will not be responsible for the maintenance and operation of the Easement Property or for any damage to private property or person that results from conditions in the Easement Property, or for the control of erosion. No obstruction to the natural flow of storm water run-off, or interference in any way with the Grantee's rights herein, shall be permitted, including by construction of any type of building, fence, or any other improvement within the Easement Property, unless pre-approved in writing by the City Engineer. Grantee has the right to eliminate any encroachments into the Easement Property not permitted herein, or that Grantee has not consented to. In the event it becomes necessary for Grantee to consider channelizing or erecting any type of drainage structure in order to improve storm drainage, then

in such event, Grantee shall have the right, but not the obligation, to enter upon the Easement Property at any point, or points, with all rights of ingress and egress to investigate, survey, or to erect, construct, and maintain any additional drainage or detention facilities deemed necessary for drainage or detention purposes.

Grantor shall keep the Easement Property clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and Grantee shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the Grantor to alleviate any undesirable conditions which may occur. In the event that Grantor or other property owners do not properly maintain or repair the Easement Property in accordance with the City of Aubrey Code of Ordinances, state or federal law, or other applicable regulations, Grantee has the right, but not the obligation, to enter on the Easement Property at any point, or points, to investigate, survey, erect, construct, maintain and/or repair the Facilities or to conduct emergency repairs or supervise the work of others deemed necessary, as solely determined by Grantee, for drainage purposes, and the failure of Grantor or other property owners to undertake such required repairs or maintenance and diligent completion of such repairs or maintenance.

The natural drainage through the Easement Property is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. Grantor and/or other property owners shall be liable to Grantee for any costs Grantee incurs as a result of any maintenance or repairs implemented by Grantee. As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel, or caliche which may be excavated in the opening, construction, or maintenance of said channel or easement may be removed from said premises by Grantee. Grantee shall not be held liable for any damages of any nature resulting from the failure of any structure or structures erected or installed by Grantor within the Easement Property, and **Grantor hereby agrees to indemnify, defend and hold harmless Grantee from any such damages and injuries.**

Grantee will at all times after doing any work within the Easement Property in connection with the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs, landscaping, and improvements not permitted herein or consented to by Grantee within the Easement Property that were necessarily removed as a result of such work.

Grantor represents and warrants to Grantee that Grantor is the sole owner of the fee simple title to the Easement Property. Grantor does hereby represent and warrant that there are no liens, attachments or other encumbrances which will affect the title or right of the Grantor to convey this Easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein and subordinating any such lien to the Easement granted herein.

The right is hereby reserved to Grantor, its successors and assigns, to use the Easement Property to landscape and build and construct fences, driveways, parking lots and other associated improvements over or across the Easement. provided, however, that in no event shall a wall, structure or building of any type other than those previously described or any piling, pier or isolated footing of any wall, structure or building be placed directly on the Easement Property.

The easement rights and privileges granted herein are non-exclusive and irrevocable, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Property which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising.

This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns. The individual executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

It is understood and agreed that the consideration received by Grantor hereunder includes adequate compensation for the grant of the rights hereunder and for all damages arising out of the use of the Facilities for the Easement Purpose, as well as all damages, if any, to Grantor's property which may occur in the future resulting from Grantee's exercise of any rights granted herein.

This Easement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law, in equity, or otherwise. This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

TO HAVE AND TO HOLD the Easement Property perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, for the Easement Purpose, and all incidental improvements thereto and for making connections therewith. All matters concerning the Facilities and the Easement Purpose are at Grantee's sole discretion, subject to performance of Grantee's obligations under this Agreement.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

GRANTEE:

City of Aubrey, Texas

By: _____

Printed Name: _____

STATE OF TEXAS §
 §
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the persons whose names are subscribed to the foregoing instrument; acknowledged to me that said person executed the same for the purposes and consideration therein expressed.

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

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED on the dates appearing in the acknowledgements below, however, to
be effective on this 28 day of January, 2025

AFTER RECORDING RETURN TO:

City of Aubrey
Attn: Leanne Wilson
107 S Main St
Aubrey TX 76227

GRANTOR:

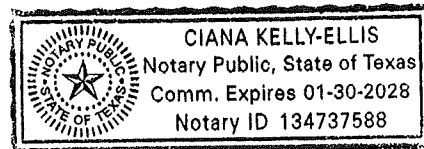
[Signature]

By: Blue Diamond Industries
Printed Name: Randall Lawson

STATE OF TEXAS §
 §
COUNTY OF Denton §

BEFORE ME, the undersigned authority, on this day personally appeared
Randall Lawson, Jr. known to me to be the persons whose names are subscribed
to the foregoing instrument; acknowledged to me that said person executed the same for the
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th
day of January, 2025



[Signature]

Notary Public, State of Texas
My Commission Expires: 01/30/2028

LIENHOLDER:

By: _____

Printed Name: _____

STATE OF TEXAS §
 §
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the persons whose names are subscribed to the foregoing instrument; acknowledged to me that said person executed the same for the purposes and consideration therein expressed.

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

Notary Public, State of Texas
My Commission Expires: _____



**City Council Meeting
Staff Report
February 27, 2025**

Agenda Item

Approve a Professional Engineering Services Agreement with Birkhoff, Hendricks, and Carter for a Water and Wastewater Impact Fee update in an amount not to exceed \$44,000; and authorize the City Manager to execute necessary documents.

Staff Contact

Leanne Wilson, Executive Director of Operations
lwilson@aubreytx.gov

Summary

The last water and wastewater impact fee update was in 2023. Continued development and updated projections for future growth will require additional infrastructure to provide water and wastewater services.

The Impact Fee update will include the City's waterlines, pump stations, ground storage reservoirs, elevated storage tanks, wastewater collection lines, lift stations, and wastewater treatment plant, all in one (1) service area within the City's current ETJ area.

The water and wastewater capital improvement projects will be reviewed, updated, and added where necessary capital projects eligible for recovery in the impact fee program.

The impact fee models for the years 2025 and 2035 will be updated based on population and land use absorption provided by the City. Water models will be 72-hour extended-period simulation models for maximum hourly demand conditions. Wastewater Models will be 48-hour extended-period simulation models for peak flow loadings. Impact fee models will be compared to the Master Plan buildout models to determine excess capacity in impact fee water and wastewater lines and facilities.

The 10-year capital improvement program, including opinions on probable costs and implementation schedule, will be updated. The Program will be based on land use and growth assumptions provided by the City of Aubrey.

Financial Summary

Professional engineering services for the update are paid with impact fees. Funds are currently available for this agreement in the impact fee account.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve the Professional Engineering Services 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 analysis and reports for the **Water and Wastewater Impact Fee Update** Study for the City, hereinafter referred to as the "Project"; and the Engineer desires to render such engineering design services for the City under the terms and conditions provided herein. That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

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

II. Scope of Services

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

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in North Central Texas and under the same or similar circumstances and professional license. Professional services shall be performed as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer.

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information To Be Provided By The City

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

VI. Insurance

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

VII. Assignment and Subletting

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

VIII. Contract Termination

The parties agree that City or the Engineer shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to the other. In the event of such termination without cause, Engineer

shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all services completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

IX. Engineer's Opinion of Cost

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

X. Construction

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

XI. Ownership of Documents

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

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

XII. Complete Contract

This Agreement, including the exhibits hereto numbered "A" through "C" constitutes the entire agreement by and between the parties regarding the subject matter hereof, and supersedes all prior or

contemporaneous written or oral understanding. This agreement may only be amended, supplemented, modified or canceled by a duly executed written agreement.

XIII. Mailing of Notices

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

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

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

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

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

XIV. Texas Board of Professional Land Surveying Contact Information

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

XV. Contract Amendments

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

XVI. Effective Date

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

WITNESS OUR HANDS AND SEALS on the date indicated below.

CITY OF AUBREY, TEXAS

A Texas General Law City

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

A Texas Limited Liability Partnership

Texas Board of Professional Engineers and Land Surveyors

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

By: _____

By: _____

Andrew Mata Jr., P.E.

Alternate Managing Partner

Date: _____

Date: 12/18/2024

ATTEST

By: _____

Reviewed By: _____

EXHIBIT “A”
ENGINEERING SERVICES
WATER AND WASTEWATER IMPACT FEE UPDATE

Part A: Water and Wastewater Impact Fee Update

1. Impact Fee update to include City’s waterlines, City’s pump stations, City’s ground storage reservoirs and City’s elevated storage tanks, wastewater collection lines, lift stations and wastewater treatment plant, all in one (1) service area within the City’s current ETJ area.
2. Review the water and wastewater capital improvement projects included in the last impact fee report.
3. Review, update, and add where necessary capital projects eligible for recovery in the impact fee program.
4. Update the impact fee models for the years 2025 and 2035. Based on population and land use absorption provided by the City. Water models will be 72-hour extended period simulation models for maximum hourly demand conditions. Wastewater Models will be 48-hour extended period simulation models for peak flow loadings. Impact fee models will be compared to the Master Plan buildout models to determine excess capacity in impact fee water and wastewater lines and facilities.
5. Update the 10-year capital improvement program, including opinions of probable costs and implementation schedule. The 10-year Capital Improvement Program will be based on land use and growth assumptions provided by the City of Aubrey.
6. Inventory new and existing water and wastewater projects eligible for the impact fee program.
7. For each project identified, analyze the capacity currently utilized, total capacity available, and the capacity utilized over the impact fee period.
8. Review of the existing living unit equivalent (LUE) for the impact fee. Update water meter equivalency based on latest AWWA Standards.
9. Calculate the water and wastewater impact fee based on the list of projects eligible for recovery, actual construction cost of existing projects, projected cost of projects on the 10-year C.I.P, living unit equivalent and the utilized capacity of the facilities during the 10-year period.
10. Complete the Water and Wastewater Impact Fee Update Report. The Updated Land Use Assumptions prepared by the City will be inserted in front of the report. The impact fee

update report will also include schedules, opinions of probable costs, capacity tabulations, capital improvement program exhibits, and the calculation of the maximum water and wastewater impact fee.

11. Coordinate information and findings with City staff.
12. Attend up to six (6) meetings to discuss project approach, project identification, study findings, interim reports and final conclusions and recommendations.
13. Establish schedule for adoption of fee by Council.

Part B: Deliverables

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

1. Prepare and deliver one (1) unbound original copy of the final Impact Fee Update Report for reproduction by the City.
2. Provide ten (10) copies of Final Impact Fee Update Report (bound).
3. Deliver electronic files of the report material in .PDF format in a USB Drive.

Part C: Exclusions

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

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

Part D: Terms and Conditions for Electronic File Transfers

Electronic files are transmitted on the terms and conditions below:

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

- A. The electronic files are compatible with the following software packages operating on a PC using Windows operating systems:
 - AutoCAD 2021 • WaterCAD V8XM • Innovyze H₂O NET or InfoSewer
 - MS Word 2010, or
 - MS Excel 2010
 - Adobe Acrobat (PDF)
- B. Birkhoff, Hendricks & Carter, L.L.P. does not make any warranty as to the compatibility of these files beyond the specified release of the above stated software.
- C. Because data stored on electronic media can deteriorate undetected or be modified, Birkhoff, Hendricks & Carter, L.L.P. will not be held liable for completeness or correctness of electronic media.
- D. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, Birkhoff, Hendricks & Carter, L.L.P.'s hard copy file will govern in all cases.
- E. Electronic files may only be modified in accordance with the Texas Engineering Practice Act for modifying another Engineer's design.

EXHIBIT “B”

COMPLETION SCHEDULE

WATER AND WASTEWATER IMPACT FEE UPDATE

Notice to Proceed January 2025

Update Impact Fee Report 5 Months after Notice to Proceed

Review Meeting 6 Months after Notice to Proceed

Presentations & Hearings 6-7 Months after Notice to Proceed

EXHIBIT “C”

PAYMENT SCHEDULE

WATER AND WASTEWATER IMPACT FEE UPDATE

Compensation for Engineering Services under Exhibit A, Part A shall be on a lump sum basis in the total not to exceed amount of **\$44,000.00**. Invoices will be posted monthly based upon percent of work completed. Payment is due within 30 days of receipt of invoice. The maximum overall fee established herein shall not be exceeded without written authorization from the City, based on increased scope of services.



**City Council Meeting
Staff Report
February 27, 2025**

Agenda Item

Approve Ordinance Number 890-25 canceling the May 3, 2025 General Election.

Staff Contact

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

Summary

The deadline has passed and no candidates have opposition in the General Election that was called on January 23, 2025. The certification of unopposed candidates has been delivered to City Council. Therefore, the election can be canceled.

Financial Summary

N/A

Staff Recommended Action

Approve

Staff Recommended Motion

I move to approve the ordinance canceling the May 3, 2025 general election.

**CITY OF AUBREY, TEXAS
ORDINANCE NO. 890-25
CANCELING THE MAY 3, 2025 GENERAL ELECTION**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, CANCELING THE MAY 3, 2025 GENERAL ELECTION FOR CITY OFFICES AND DECLARING EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE EFFECTIVE FOLLOWING ELECTION CANVASSING; ORDERING THE POSTING OF THIS ORDINANCE AT EACH POLLING PLACE ON ELECTION DAY; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey is a home rule municipality operating pursuant to State law and Charter; and

WHEREAS, the Council adopted Ordinance No.888-25 calling and ordering the May, 2025 General Election for the purpose of electing persons to serve on the Aubrey City Council; and

WHEREAS, no proposition is to appear on the ballot in the City's May 3, 2025 General Election; and

WHEREAS, the filing deadlines for placement on the ballot and declaration of write-in candidacy have passed; and

WHEREAS, the City Council has received the City Secretary's written certification that each candidate is unopposed for the election; and

WHEREAS, in these circumstances, Subchapter C of Chapter 2 of the Election Code authorizes a governing body to declare each unopposed candidate elected to office and cancel the general election.

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

SECTION 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. The following candidates, who are unopposed in the May 3, 2025 General Election, shall be declared elected to the specified offices and terms listed below and shall be issued a certificate of election following the time the election would have been canvassed.

Chris Rich – Mayor for a term of three years

Mike Browning – Place 3 for a term of three years

SECTION 3. The May 3, 2025, General Election is hereby canceled, and the City Secretary is directed to cause a copy of this Ordinance to be posted on election day at each polling place used or that would have been used in the election.

SECTION 4. That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 5. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. The City Secretary is hereby directed to engross and enroll this Ordinance in the Ordinance records of the City.

SECTION 7. That this Ordinance shall be in full force and effect from and after its date of passage, in accordance with law, and it is so ordained.

**PASSED AND APPROVED by the City Council of the City of Aubrey, Texas
this the 27th day of February, 2025.**

APPROVED:

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary



**CERTIFICATION OF UNOPPOSED CANDIDATES
FOR OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)
CERTIFICACIÓN DE CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 3, 2025.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 3 de Mayo, 2025.

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s) Cargo(s)

Candidate(s) Candidato(s)

Mayor Alcalde
Place 3 Posicion 3

Chris Rich
Mike Browning



Signature (*Firma*)

Jenny Hicks
Printed name (*Nombre en letra de molde*)

City Secretary
Title (*Puesto*)

2/19/2025
Date of signing (*Fecha de firma*)



**City Council Meeting
Staff Report
February 27, 2025**

Agenda Item

Hold Public Hearing, receive a presentation, and consider and act on an Ordinance approving a Service and Assessment Plan and Assessment Roll for Authorized Improvements within the Duck Point Improvement District; making a finding of special benefit to property in the District; levying assessments against certain property within the District and fixing a charge and lien against all properties within the District, and the owners thereof; providing for the manner and method of payment and collection of such assessments;; providing a severability clause; and providing an effective date.

Staff Contact

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

Summary

Following the public hearing on the Duck Point PID proposed assessments and related items detailed in this agenda item, Council is asked to approve an Ordinance approving the Service and Assessment Plan ("SAP"), assessment role for improvements in the District and levying assessments against property in the District. The SAP has been prepared by the City's PID administrator, Municap, and has been reviewed and signed off by the City staff, City financial advisor (Hilltop Securities), City attorney, Messer, Fort and McDonald and the City bond counsel, Bracewell LLP. City staff and professional advisors recommend approval of the Ordinance.

Financial Summary

See SAP for details of budgeted approved costs (\$23.2 million) and breakdown of sources and uses of funds (PID bond par amount \$31.6 million).

Staff Recommended Action

Approve

Staff Recommended Motion

I move to approve the Duck Point assessment ordinance and all related items detailed in this agenda item.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF AUBREY, TEXAS APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR AUTHORIZED IMPROVEMENTS WITHIN THE DUCK POINT PUBLIC IMPROVEMENT DISTRICT (THE "DISTRICT"); MAKING A FINDING OF SPECIAL BENEFIT TO CERTAIN PROPERTY IN THE DISTRICT; LEVYING ASSESSMENTS AGAINST CERTAIN PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR PAYMENT OF THE ASSESSMENT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, a petition was submitted and filed with the City Secretary of the City (the "Petition") requesting the establishment of a public improvement district pursuant to Chapter 372, Texas Local Government Code, as amended, (the "PID Act") to be known as the Duck Point Public Improvement District (the "District" or "PID"); and

WHEREAS, the Petition contained the signatures of the owners of taxable real property representing more than 50% of the area of all the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Denton Central Appraisal District, and the signature of the property owners who owned taxable real property that constituted more than 50% of the area of all taxable property within the District liable for assessment; and

WHEREAS, the City Council accepted the Petition and called a public hearing for May 23, 2024, on the creation of the District and the advisability of certain public improvements to be constructed within the District; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located pursuant to the PID Act; and

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on May 23, 2024; and

WHEREAS, on May 23, 2024, the City Council conducted a public hearing to consider the Petition and approved and adopted Resolution No. 963-24, creating the Duck Point Public Improvement District; and,

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council directed the preparation of a Preliminary Service and Assessment Plan for certain public improvements in the District (the "Authorized Improvements"), which sets forth the assessments

within the District (the “Preliminary Plan”) and an assessment roll for the District (the “Preliminary Assessment Roll”) that states the assessment against each parcel of land within the District (the “Assessments”); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Preliminary Plan and the Preliminary Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the Preliminary Plan for the District and the levy of the Assessments on property within the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act, caused the mailing of notice of the public hearing to consider the proposed Preliminary Plan and the Preliminary Assessment Roll attached to the Preliminary Plan and the levy of Assessments on property in the District to the last known address of the owner of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 27th day of February, 2025, and opened a public hearing at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Preliminary Plan, the Preliminary Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, on February 27, 2025, the City closed the public hearing on the levy of Assessments in the District and the City now wishes to levy assessments on the property within the District for the Authorized Improvements as set forth in the Preliminary Plan; and

WHEREAS, the City Council finds and determines that service and assessment plan (the “Service and Assessment Plan”) and proposed assessment roll (the “Assessment Roll”) attached hereto as Exhibit A should be approved and that the Assessments should be levied on property within District as provided in this Ordinance and the Service and Assessment Plan and Assessment Roll; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the costs of the Authorized Improvements, the Assessment Roll or the levy of Assessments; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the District, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the Act.

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

Section 1. Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Terms. Terms not otherwise defined herein are defined in the Service and Assessment Plan attached hereto as Exhibit A.

Section 3. Findings. The findings and determinations set forth in the preambles are hereby incorporated by reference for all purposes. The City Council hereby finds, determined and orders, as follows:

- a. The apportionment of the Costs of the Authorized Improvements, and the Administrative Expenses pursuant to the Service and Assessment Plan is fair and reasonable, reflects an accurate presentation of the special benefit each property will receive from the Authorized Improvements identified in the Service and Assessment Plan, and is hereby approved;
- b. The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Authorized Improvements;
- c. The Service and Assessment Plan apportions the costs of the Authorized Improvements to be assessed against each Assessed Property in the District and such apportionment is made on the basis of special benefits accruing to each Assessed Property because of the Authorized Improvements.
- d. All of the real property in the District which is being assessed in the amounts shown in the Service and Assessment Plan and Assessment Roll will be benefited by the Authorized Improvements proposed to be provided through the District in the Service and Assessment Plan, and each parcel of real property in the District will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;
- e. The method of apportionment of the costs of the Authorized Improvements and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Authorized Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the costs;
- f. The Service and Assessment Plan should be approved as the service plan and assessment plan for the District, as described in Section 372.013 and 372.014 of the Act;
- g. The Assessment Roll in the form attached to the Service and Assessment Plan should be approved as the assessment roll for the District;

- h. The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the improvements needed and required for the area within the District; and
- i. A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon.

Section 4. Assessment Plan. The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the Act as a service plan and an assessment plan for the Authorized Improvements within the District.

Section 5. Assessment Roll. The Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the Act as the assessment roll for the Authorized Improvements within the District.

Section 6. Levy and Payment of Assessments for Costs of Authorized Improvements.

- a. The City Council hereby levies the Assessments on each Assessed Property located within the District, as shown and described in the Service and Assessment Plan and the Assessment Roll, in the respective amounts shown on the Assessment Roll, as special assessments on the properties within the District as set forth in the Service and Assessment Plan and the Assessment Roll.
- b. The levy of the Assessments shall be effective on the date of execution of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.
- c. The collection of the Assessments shall be as described in the Service and Assessment Plan.
- d. Each Assessment may be pre-paid or paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.
- e. Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.
- f. Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

- g. The Administrative Expenses for Assessed Properties shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 7. Method of Assessment. The method of apportioning the costs of the Authorized Improvements is as set forth in the Service and Assessment Plan.

Section 8. Penalties and Interest on Delinquent Assessments. Delinquent Assessments shall be subject to the penalties, interest, procedures and foreclosure sales set forth in the Service and Assessment Plan. The Assessments shall have lien priority as specified in the Act and the Service and Assessment Plan.

Section 9. Prepayments of Assessments. As provided in Section 372.018(f) of the Act and in the Service and Assessment Plan, the owner of any Assessed Property may prepay the Assessments levied by this Ordinance as set forth in the Service and Assessment Plan.

Section 10. Lien Priority. As provided in the Act, the City Council and owners of the Assessed Property intend for the obligations, covenants and burdens on the owners of Assessed Property, including without limitation such owner's obligations related to payment of the Assessments and the Annual Installments, to constitute a covenant running with the land. The Assessments and the Annual Installments levied hereby shall be binding upon the Assessed Property, and the owners of Assessed Properties, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Act.

Section 11. Administrator and Collector of Assessments.

- a. Administrator. The City shall administer the Service and Assessment Plan and the Assessments levied by this Ordinance. The City has appointed a third-party administrator (the "Administrator") to administer the Service and Assessment Plan and the Assessments. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such services shall constitute an Administrative Expense.
- b. Collector. The City may collect the assessments or may, by future action, appoint a third-party collector of the Assessments. The City is hereby authorized to enter into an agreement with a third-party for the collection of the Assessments. The City may also contract with any other qualified collection agent selected by the City or may collect the Assessments on its own behalf. The costs of such collection contracts shall constitute an Administrative Expense.

Section 12. Applicability of Tax Code. To the extent not inconsistent with this Ordinance and the Act or other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Assessments by the City.

Section 13. Severability. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 14. Effective Date. This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution thereof.

[Remainder of Page left Intentionally Blank]

PASSED AND APPROVED this 27th day of February, 2025.

Chris Rich
Mayor, City of Aubrey

ATTEST:

Jenny Hicks
City Secretary, City of Aubrey

THE STATE OF TEXAS §

COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared Chris Rich, Mayor of the City of Aubrey, Texas, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

Notary Public, State of Texas

[NOTARY STAMP]

EXHIBIT A

SERVICE AND ASSESSMENT PLAN
AND ASSESSMENT ROLL

DUCK POINT PUBLIC IMPROVEMENT DISTRICT

CITY OF AUBREY, TEXAS

SERVICE AND ASSESSMENT PLAN

February 27, 2025

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

DUCK POINT PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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APPENDIX A - PID MAP

APPENDIX B - BUDGETED COSTS OF THE AUTHORIZED IMPROVEMENTS

APPENDIX C - DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

APPENDIX D - ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

APPENDIX E - PID ASSESSMENT NOTICE (SECTION 5.014, TEXAS PROPERTY CODE)

APPENDIX F - PID ASSESSMENT ROLL

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On May 23, 2024 (the “Creation Date”), the City Council (the “City Council”) of the City of Aubrey, Texas (the “City”), passed and approved Resolution No. 963-24 approving and authorizing the creation of the Duck Point Public Improvement District (the “PID”) to finance the costs of certain public improvements for the benefit of property in such public improvement district all of which is located within the corporate limits of the City.

The property in the PID is proposed to be developed in approximately one phase. Assessments will be imposed on the property that receives a special benefit from the public improvements to be financed.

Chapter 372 of the Texas Local Government Code, the “Public Improvement District Assessment Act” (as amended, the “PID Act”), governs the creation and operation of public improvement districts within the State of Texas. This Duck Point Public Improvement District Service and Assessment Plan (the “Service and Assessment Plan”) has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, thereof, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan “must (i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code.” The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

Section 372.014 of the PID Act requires that “an assessment plan must be included in the annual service plan.” The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that “the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district.” The method of assessing the costs of the Authorized Improvements and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that “after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter.” The Assessment Roll for the PID is included as Appendix F of this Service and Assessment Plan. The Assessments as shown on the Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them as follows:

“Actual Cost(s)” means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a Certification for Payment that has been reviewed and approved by the City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor and construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, and (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, City permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

Actual Costs include general contractor’s fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

“Additional Interest” means the 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

“Additional Interest Component” means the amount collected by application of the Additional Interest.

“Administrative Expenses” means the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the

PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses for services relating to the Bonds, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses in one year may be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

“Administrator” means the official, employee, or designee of the City, identified in any indenture of trust relating to the Bonds or in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

“Annual Installment” means, with respect to each Parcel, each annual payment of: (i) the Assessments, including both principal and interest, as shown on the Assessment Roll attached hereto as Appendix F or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Additional Interest Component designated for the Delinquency and Prepayment Reserve described in Section V of this Service and Assessment Plan, and (iii) the Administrative Expenses.

“Annual Service Plan Update” has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

“Assessed Property” means the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in each Assessment Roll, as each Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes Parcels within the PID other than Non-Benefited Property.

“Assessment” means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

“Assessment Ordinance” means an ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessment.

“Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments.

“Assessment Roll” means the Assessment Roll included in this Service and Assessment Plan as Appendix F or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or

amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.

“Authorized Improvements” mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

“Bonds” mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

“Budgeted Cost(s)” means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

“Certification for Payment” means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements, which shall be substantially in the form attached to the Trust Indenture pursuant to which the related series of Bonds is issued with such changes approved by the City and the Administrator.

“City” means Aubrey, Texas.

“City Council” means the duly elected governing body of the City.

“County” means Denton County, Texas.

“Delinquency and Prepayment Reserve Account” means with respect to the PID Bonds, a reserve fund to be funded from the Additional Interest Component collected each year as more fully described in Section V.F of this Service and Assessment Plan.

“Delinquent Collection Costs” mean interest, penalties and expenses incurred or imposed with respect to any delinquent Annual Installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Annual Installment of an Assessment and foreclosing the lien against the Assessed Property, including attorney’s fees.

“Developer” means MM Aubrey 160, LLC, a Texas limited liability company.

“Development Agreement” means that certain “Duck Point Development Agreement” by and between the City and the Developer and related to the Property, effective May 23, 2024, and as the same may be amended from time to time.

“Homeowner Association” means a homeowner’s association or property owners’ association established for the benefit of property owners within the boundaries of the PID.

“Homeowner Association Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a Homeowner’s Association.

“Lot” means a tract of land described as a “lot” in a subdivision plat recorded in the official public records of Denton County, Texas.

“Lot Type” means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated average home value for each home at the time of Assessment levy, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

“Maximum Assessment Per Unit” means an Assessment per unit of \$70,468.75

“Mustang SUD” means Mustang Special Utility District.

“Non-Benefited Property” means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.D.

“Parcel” or “Parcels” means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Denton County Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Denton County.

“PID” has the meaning set forth in Section I.A of this Service and Assessment Plan

“PID Act” means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

“PID Bonds” means the certain City of Aubrey, Texas, Special Assessment Revenue Bonds, Series 2025 (Duck Point Public Improvement District), that are secured primarily by Assessment Revenues.

“Prepayment Costs” means interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

“Public Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Denton County,

a school district, the City, or any other local government, political subdivision, or public agency, whether in fee simple or through an exclusive use easement.

“Service and Assessment Plan” means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

“Target Net Annual Installment Per Unit” means the following net Annual Installment per unit after the application of the TIRZ Annual Credit Amount for each Parcel in the amount of \$4,697.

“TIRZ No. 4” means the Tax Increment Reinvestment Zone Number Four, City of Aubrey, Texas.

“TIRZ Annual Credit Amount” means, for each Parcel constituting the Assessed Property, such Parcel’s prorated amount of TIRZ Revenues calculated pursuant to Section V.G of this Service and Assessment Plan.

“TIRZ Project and Financing Plan” means the governing document, ordinance, or similar document setting forth the terms and provisions relating to the TIRZ Revenues, as adopted by the City in accordance with the TIRZ Ordinance, as modified, amended, and or/supplemented from time to time.

“TIRZ Ordinance” means an ordinance adopted by the City Council authorizing the use of TIRZ Revenues for project costs under the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, relating to the Authorized Improvements as provided for in the Tax Increment Reinvestment Zone No 4. Project and Financing Plan (including amendments or supplements thereto).

“TIRZ Revenues” means, for each year, the amounts paid by the City from the TIF Fund, as defined in, and pursuant to the TIRZ Ordinance to reduce an Annual Installment of the Assessments, as calculated each year by the Administrator in collaboration with the City, in accordance with Section V.G of this Service and Assessment Plan.

“Trust Indenture” means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

“Trustee” means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is located within the corporate limits of the City and contains approximately 159.941 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 448 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots and the classification of each lot are based upon the proposed development plan.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development within the PID

Proposed Development	Quantity	Measurement
Lot Type 1 (50 Ft Lot)	448	Units
Total	448	Units

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of the property within the PID, and the Developer's estimate of the highest and best use of the property within the PID.

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

- (i) landscaping;
- (ii) erection of fountains, distinctive lighting, and signs;
- (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
- (iv) construction or improvement of pedestrian malls;
- (v) acquisition and installation of pieces of art;
- (vi) acquisition, construction, or improvement of libraries;
- (vii) acquisition, construction, or improvement of off-street parking facilities;
- (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;
- (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
- (x) the establishment or improvement of parks;
- (xi) projects similar to those listed in Subdivisions (i)-(x);
- (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;
- (xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
- (xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B and

shown in the opinion of probable costs included under Appendix B and on the diagrams included as Appendix C for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

B. DESCRIPTIONS AND BUDGETED COSTS THE AUTHORIZED IMPROVEMENTS

The Authorized Improvements benefit the entire PID. The costs of the Authorized Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of units.

The Authorized Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs are shown in Table III-A, and may be revised in Annual Service Plan Updates, including such other improvements deemed necessary to further improve the properties within the PID.

A description of the Authorized Improvements are as follows:

Roadway Improvements

The roadway improvements within the PID include the construction of road and thoroughfare improvements, including related paving, drainage, bridges, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the PID. All roadway improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Wet Utilities:

The wet utilities include water improvements, sanitary sewer improvements, and storm drainage improvements as further described below.

Water Improvements

The water improvements within the PID consist of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the PID. The water improvements will be designed and constructed in accordance with Mustang SUD standards and specifications and will be owned and operated by the Mustang SUD.

Sanitary Sewer Improvements

The sanitary sewer improvements within the PID consist of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service within the PID. The sanitary sewer improvements will be designed and constructed in accordance with Mustang SUD standards and specifications and will be owned and operated by the Mustang SUD.

Storm Drainage Improvements

The storm drainage improvements within the PID consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, and floodplain excavation which benefit the PID. The storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Landscaping

The landscaping improvements within the PID consist of certain public landscaping and amenities for the benefit of the PID. All landscaping and amenities will be designed and constructed according to City standards.

Other Soft and Miscellaneous Costs

The other soft and miscellaneous costs within the PID consists of engineering and surveying, project management fees, City inspection fees, contingency, appraisal fees, district formation costs, and other soft and miscellaneous costs.

Table III-A
Budgeted Costs- PID

Authorized Improvements	Total Costs
Roadway Improvements	\$8,946,509
<u>Wet Utilities</u>	
Water Improvements	\$3,066,829
Sanitary Sewer Improvements	\$3,002,715
Storm Drainage Improvements	\$2,240,000
<i>Sub-total Wet Utilities</i>	<i>\$8,309,544</i>
Landscaping	\$59,000
Other Soft and Miscellaneous Cost ¹	\$5,885,696
Total	\$23,200,749

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to the Authorized Improvements does not increase.

¹ Includes \$1,300,000 in District Formation Costs incurred by the Developer.

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IV. SERVICE PLAN

A. PROJECTED SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that the Authorized Improvements will be completed and accepted by the City in the fourth quarter of 2026.

The Budgeted Costs for the Authorized Improvements plus costs related to the issuance of the PID Bonds and the expenses incurred in the establishment, administration, and operation of the PID are \$31,570,000 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an “Annual Service Plan Update.”

Table IV-A shows the projected sources and uses of funds for the Authorized Improvements. Tables included in this Section may be rounded to the nearest whole dollar.

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Table IV-A
Projected Sources and Uses

Sources of Funds	Total
Bond par amount	\$31,570,000
Total Sources	\$31,570,000
Uses of Funds	
<u>Authorized Improvements</u>	
Roadway Improvements	\$8,946,509
<u>Wet Utilities</u>	
Water Improvements	\$3,066,829
Sanitary Sewer Improvements	\$3,002,715
Storm Drainage Improvements	\$2,240,000
<u>Sub-total Wet Utilities</u>	<u>\$8,309,544</u>
Landscaping	\$59,000
Other Soft and Miscellaneous Cost	\$5,885,696
<u>Subtotal Authorized Improvements</u>	<u>\$23,200,749</u>
<u>Bond Issuance Costs</u>	
Debt Service Reserve Fund	\$2,364,183
Administrative Expenses	\$100,000
Capitalized interest	\$3,441,656
Cost of Issuance	\$1,516,312
Underwriter's Discount	\$947,100
<u>Subtotal Bond Issuance Costs</u>	<u>\$8,369,251</u>
Total Uses	\$31,570,000

B. PROJECTED FIVE YEAR SERVICE PLAN

The annual projected costs and annual projected indebtedness is shown in Table IV-B on the following page. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-B
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Cost¹	Annual Projected Indebtedness¹	Other Funding Sources	Projected Annual Installments^{2,3}
2025	\$18,942,000	\$31,570,000	\$0	\$0
2026	\$12,628,000	\$0	\$0	\$0
2027	\$0	\$0	\$0	\$2,553,190
2028	\$0	\$0	\$0	\$2,553,281
2029	\$0	\$0	\$0	\$2,552,717
2030	\$0	\$0	\$0	\$2,553,433
2031	\$0	\$0	\$0	\$2,553,226
Total	\$31,570,000	\$31,570,000	\$0	\$12,765,847

¹Assumes Actual Costs will be incurred over the next two years.

²Administrative Expenses for the year 2025 and 2026 are being funded with PID Bond proceeds, and interest on the PID Bonds for years 2025 and 2026 are being funded with capitalized interest.

³Includes amounts to be paid from assessments related to the PID Bonds.

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Authorized Improvements shown in Table III-A, and the costs associated with setting up the PID and PID Bond issuance costs including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

C. PID ASSESSMENT NOTICE

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan Update include a copy of the notice form required by Section 5.014 of the Texas Property Code (the “PID Assessment Notice”). The PID Assessment Notice is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the Actual Costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

For purposes of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements shall be allocated as described below:

The Budgeted Costs of the Authorized Improvements are allocated to the Assessed Property on the basis of units and that such method of allocation will result in equal shares of the Actual Costs of the Authorized Improvements to Parcels similarly benefited.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Authorized Improvements, (ii) provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments levied on the Assessed Property for such Authorized Improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Authorized Improvements to Parcels in a manner that results in equal shares of the Actual Costs of the Authorized Improvements being apportioned to Parcels similarly benefited.

The determination by the City Council of the assessment methodologies set forth in the prior section is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as “the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.” (Dictionary of Real Estate Appraisal, Third Edition.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The Assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed, vs. variable rate, credit quality), the tax exempt bonds will have a lower interest rate than debt that is not tax exempt. The Bonds also have a longer term than other available financings and Assessments may either be repaid or assumed by a buyer at the buyer’s option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that the Authorized Improvements be acquired, constructed, installed, and/or improved. Reimbursing or paying the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this

special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence and information provided to the City.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;
2. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);
3. Financing of the costs of the Authorized Improvements through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

As a result, the special benefit to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. ASSESSMENT METHODOLOGY

The costs of the Authorized Improvements may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments, the costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for the Authorized Improvements

For the purpose of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements to be financed with the PID Bonds shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the projected number of units to be developed within the PID.

Based on the Budgeted Costs of the Authorized Improvements as set forth in Table III-A, the City Council has determined that the benefit to the Assessed Property from the Authorized Improvements is at least equal to the Assessments levied on the Assessed Property.

Upon subsequent divisions of any Parcel of the Assessed Property, the Assessment applicable to it will then be apportioned pro-rata based on the estimated number of Lots subdivided from such Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionally among each Parcel based on the number of Lots in the platted Parcel, as calculated and shown in Appendix F using the types, numbers, and average home values of Lots anticipated to be developed on each Parcel.

The Assessment and Annual Installments for each Parcel or Lot located within the PID is shown on the Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

D. ASSESSMENTS

The Assessments are levied on each Parcel or Lot according to the Assessment Roll. The Annual Installments will be collected on the dates and in the amounts shown on the Assessment Roll, subject to revisions made during an Annual Service Plan Update, if any. Non-Benefited Property is not subject to any Assessments.

See Appendix D for Assessment per unit, leverage, and estimated tax rate equivalent calculation details.

E. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

F. DELINQUENCY AND PREPAYMENT RESERVE ACCOUNT

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the PID Bonds, with the Additional Interest Component of the Annual Installments allocated to fund the Delinquency and Prepayment Reserve Account to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs. The Delinquency and Prepayment Reserve shall be funded until it reaches 5.50% of the principal amount of outstanding Bonds unless otherwise stipulated in the Trust Indenture. Once the Delinquency and Prepayment Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture.

G. TIRZ ANNUAL CREDIT AMOUNT

Pursuant to the TIRZ Ordinance, the City has agreed to use TIRZ Revenues representing 48% of the City's tax increment as set forth in the TIRZ Project and Financing Plan generated from each Parcel to offset a portion of such Parcel's Annual Installments. The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Annual Credit Amount applicable to the Parcel then on deposit in the TIRZ No.4 TIF Fund. Such TIRZ Annual Credit Amount shall not cause the Annual Installment on a Parcel to fall below the Target Net Annual Installment Per Unit. The TIRZ Annual Credit Amount applicable to each Parcel shall be calculated as described under Section VI.A of this Service and Assessment Plan.

VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE PID

The Assessment and Annual Installments for each Assessed Property located within the PID is shown on the Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The City has agreed to use a portion of the TIRZ Revenues generated by each Parcel, the TIRZ Annual Credit Amount, to reduce the Annual Installments for that Parcel. The Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the PID Bonds, (ii) to fund the Delinquency and Prepayment Reserve Account described in Section V and for other uses of the Additional Interest Component as set forth in the applicable Indenture, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any lawfully available funds to the PID, capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. As described in Section V.G, the TIRZ Revenues attributable to each Parcel of the Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in Tax Year 2025 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in Tax Year 2026) on a Parcel-by-Parcel basis. TIRZ Annual Credit Amounts shall be calculated only for Parcels that are subject to Assessments in the PID. The estimated number of units to be used for calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

The Annual Installment for each Parcel shall receive a TIRZ Annual Credit Amount equal to the TIRZ Revenue generated by the Parcel for the previous tax year. In no event should the TIRZ Annual Credit Amount for a Parcel for a given year exceed the amount sufficient to result in the applicable Target Net Annual Installment Per Unit for each Lot Type unless otherwise approved by the City. The City may adjust the applicable Target Net Annual Installment Per Unit from time to time as set forth in an Annual Service Plan Update, provided that the City's tax increment amount shall not be changed except through an amendment to the TIRZ Project and Financing Plan.

After the Annual TIRZ Credit Amount is applied to provide a credit towards the principal and interest portion of the Annual Installment, any excess TIRZ Revenues shall be applied pursuant to the TIRZ Project and Financing Plan.

B. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel
- B = the Assessment for the Parcel prior to subdivision
- C = the estimated number of units to be built on each new subdivided Parcel
- D = the sum of the estimated number of units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built shall be determined by a final plat or if not platted on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcels shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

C. MANDATORY PREPAYMENT OF ASSESSMENTS

If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under then applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

If at any time the Assessment per unit on a Parcel exceeds the Maximum Assessment Per Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision,

consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per unit for the Parcel exceeds the Maximum Assessment Per Unit calculated in this Service and Assessment Plan.

The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

D. REDUCTION OF ASSESSMENTS

1. If after all the Authorized Improvements to be funded with the PID Bonds have been completed and Actual Costs incurred for such Authorized Improvements are less than the Actual Costs of the Authorized Improvements Costs used to calculate the Assessments securing such PID Bonds, resulting in excess Bond proceeds being available to redeem such PID Bonds as set forth in the applicable Indenture, then the Assessment securing such PID Bonds for each parcel of the Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for the Assessed Property equals the actual reduced Actual Costs and such excess Bond proceeds shall applied to redeem such PID Bonds in accordance with the applicable indenture. The Assessments shall not be reduced to an amount less than the related outstanding PID Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess PID Bond proceeds available to redeem PID Bonds, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the PID Bonds, including interest on such PID Bonds, including Additional Interest and Administrative Expenses, and such excess PID Bond proceeds shall be applied to redeem the PID Bonds as set forth in the applicable indenture. The City Council may reduce the Assessments and the Annual Installment for each parcel (i) in an amount that represents the Authorized Improvements provided for each parcel or (ii) by an equal percentage calculated based on the number of units within the PID, if determined by the City Council to be the most fair and practical means of reducing the Assessment for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the PID Bonds, including interest on such Bonds, Additional Interest and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments such that the sum of the resulting reduced principal portion of the Bonds allocable to each Parcel is equal to the total outstanding principal amount of the PID Bonds.

E. PAYMENT OF ASSESSMENTS

1. Payment in Full

The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount

shall be reduced by the amount, if any, of interest from the prepayment date through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and Additional Interest payments required for the Delinquency and Prepayment Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the initial issuance of the PID Bonds.

Each Assessment for the Assessed Property shall be paid with interest related to the actual interest rate on the PID Bonds (plus Additional Interest) as shown in the Assessment Roll. Interest on the PID Bonds is based on an interest rate of 6.20%. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll. The Assessment Roll is shown in Appendix F.

The Annual Installments shall be reduced to equal the actual costs of repaying the PID Bonds, Additional Interest and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances if available pursuant to the applicable Indenture.

The City reserves and shall have the right and option to refund the Bonds and/or issue additional Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the

refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

F. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment may be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. Collection of the initial Annual Installments relating to the Authorized Improvements that benefit the Assessed Property will be due when billed and will be delinquent if not paid prior to February 1, 2027.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

G. SURPLUS FUNDS REMAINING IN THE PID BOND ACCOUNT

If proceeds from the PID Bonds remain after all of the Authorized Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with the applicable Trust Indenture.

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VII. THE ASSESSMENT ROLL

A. ASSESSMENT ROLL

The City Council has evaluated each Parcel in the PID (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the PID.

The Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Authorized Improvements. Table VII-A summarizes the \$31,570,000 in special benefit received by the Assessed Property from the Authorized Improvements, the costs of the PID formation and PID Bonds issuance costs. The par amount of the PID Bonds is \$31,570,000, which is equal to the benefit received by the Assessed Property. Accordingly, the total Assessment to be applied to all the Assessed Property is \$31,570,000 plus interest, Additional Interest (as applicable), and annual Administrative Expenses. The Assessment for the Assessed Property is calculated based on the allocation methodologies described in Section V.C. The Assessment Roll is attached hereto as Appendix F.

Table VII-A

Special Benefit Summary

Special Benefit	Total Cost
Total Authorized Improvements ¹	\$23,200,749
Bond Issuance Costs:	
Debt Service Reserve Fund	\$2,364,183
Administrative Expenses	\$100,000
Capitalized Interest	\$3,441,656
Cost of Issuance	\$1,516,312
Underwriter's Discount	\$947,100
<i>Subtotal Bond Issuance Costs</i>	<i>\$8,369,251</i>
Total Special Benefit	\$31,570,000
Special Benefit:	
Total Special Benefit	\$31,570,000
Projected Assessment	\$31,570,000
Excess Benefit	\$0

¹ See Table III-A for details.

B. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.F of this Service and Assessment Plan.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City has designated MuniCap, Inc. as the initial Administrator of the PID.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. The City Council's determination shall be final. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Delinquent Collection Costs, and other charges imposed by the Service and Assessment Plan.

D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

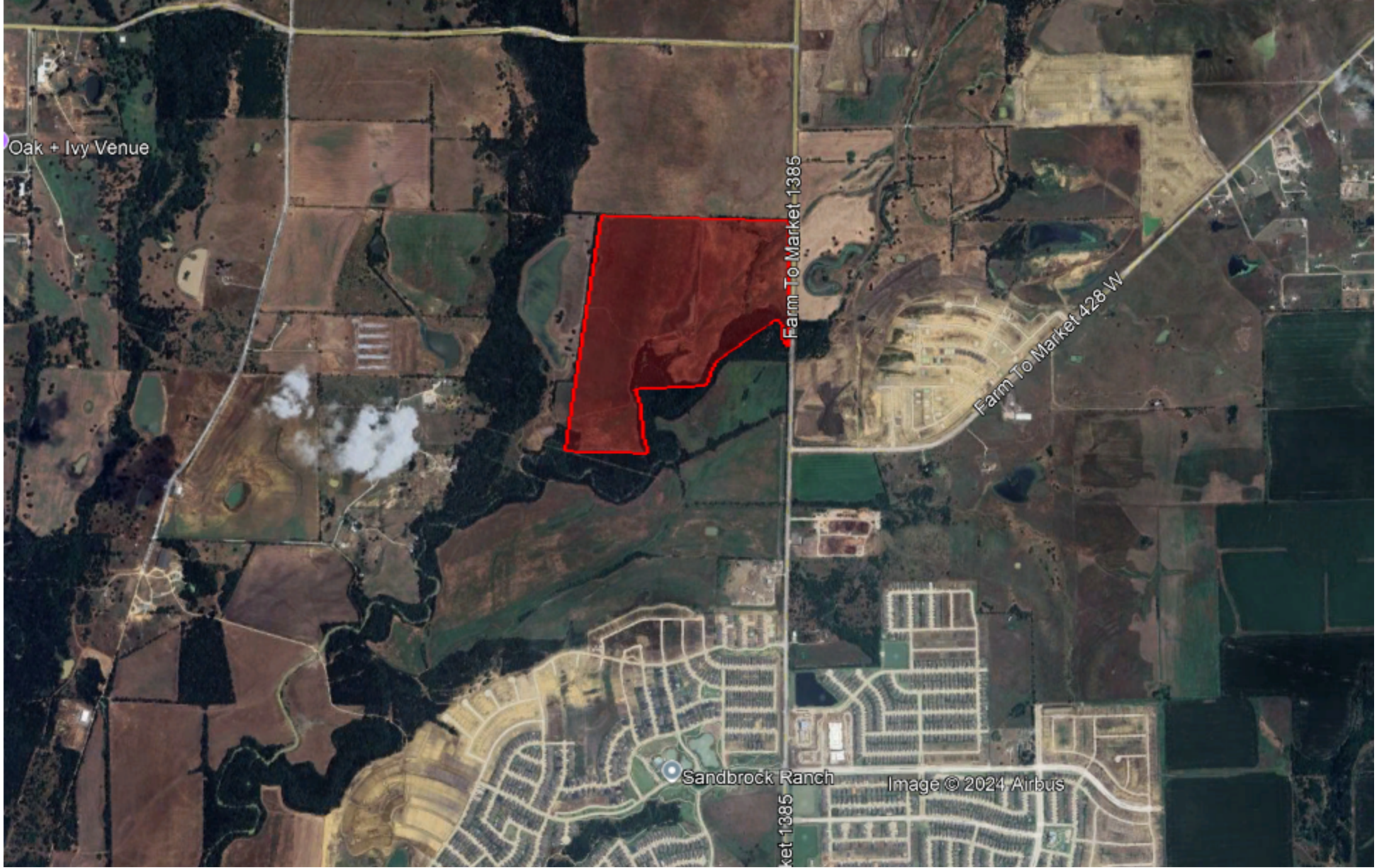
E. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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APPENDIX A
PID MAP



APPENDIX B
BUDGETED COSTS OF AUTHORIZED IMPROVEMENTS

COMMUNITY NAME: DUCK POINT (All 1 Phase)			GROSS ACREAGE:	160.0
PHASES: Overall Development			NET ACREAGE:	96.0
CITY or TOWN: City of Aubrey ETJ			TOTAL LOTS:	448
			TOTAL DENSITY:	4.7
			LANDPLAN:	29
			CREATED BY:	CDH/RAV/ES
			REVIEWED BY:	AB/RAV
			CREATED:	5/10/21
			REVISED:	9/26/24
Direct Phase Costs				
	Lot Count	TOTAL		Notes
		448		
1	Grading & Site Preparation	\$ 1,605,817		No MC or Poly
2	Water System	\$ 3,066,829		
3	Sanitary Sewer System	\$ 3,002,715		
4	Drainage System	\$ 2,240,000		
5	Street Improvements	\$ 6,990,692		
6	Turn Lane Improvements	\$ 350,000		
7	Screening, Landscaping, & Irrigation	\$ -		
8	Common Area Amenities	\$ 59,000		
9	Trails	\$ -		
10	Soft Costs	\$ 3,810,730		
11	District Formation	\$ 1,300,000		
12	Contingency	\$ 774,966		
	Total	\$ 23,200,750		
	Cost per Lot	\$ 51,787		
Private Costs				
	Lot Count	TOTAL		Notes
		448		
1	Grading & Site Preparation	\$ 1,207,360		MC & Poly
2	Retaining Walls	\$ 878,528		
3	Dry Utilities	\$ 1,222,500		
4	Amenity Center	\$ -		
5	Screening, Landscaping, & Irrigation	\$ 741,150		
6	Entry Monuments	\$ -		
7	Soft Costs	\$ 436,576		
8	Contingency	\$ 448,611		
	Total	\$ 4,934,725		
	Cost per Lot	\$ 11,015		
TOTALS		\$ 28,135,475		
per lot		\$ 62,802		
40' Lots		0		
50' Lots		448		
60' Lots		0		
Total Lots		448		

** See next sheet for notes

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY. BARRAZA CONSULTING GROUP, LLC. SHOULD PREPARE THE PROJECT DESIGN AND QUANTITY TAKE-OFFS BEFORE FINANCIAL OBLIGATIONS ARE MADE.

NOTES

- ¹ Development cost does not include: Mustang SUD impact fees or rock excavation
- ² Soft costs include: Construction inspection, construction management, construction administration, materials testing, engineering, and surveying
- ³ Offsite easements to be acquired are the following: offsite water (\$3.25/SF) and offsite sanitary sewer (\$1.25/SF)
- ⁴ Mustang SUD to acquire any easements needed from FM 1385 down to their WWTP
- ⁵ Mustang SUD is responsible for bringing water to the FM 1385 and F428 intersection, as well as any easements needed for that line. Duckpoint will then connect at that stub location and bring water to the subdivision.
- ⁶ Major improvement grading needed for floodplain reclamation
- ⁷ Major Improvement street improvements include 4-lane divided 25' B-B from FM 1385 to first entry road and then a single 25' B-B to the west side of the development. It also includes a bridge. It does not include easement acquisition costs.

COMMUNITY NAME: **DUCK POINT** (All 1 Phase)

PHASE: Full Development

CITY or TOWN: City of Aubrey ETJ


BARRAZA
 CONSULTING GROUP, LLC
 PLANNING • ENGINEERING • SURVEYING

This OPC was modified 2/20/24 by R. Slovak. My adjusted unit prices are shown
 in Red text for reference purposes. Other mods are noted herein, also in red.

LOT (1) LOT (2)

LOT COUNT:	0	448
TYP. LOT WIDTH:	40	50
TYP. LOT DEPTH:	115	115
TYP. PAD WIDTH:	30	40
TYP. PAD DEPTH:	75	75
FRONT YARD S/B:	20	20
REAR YARD S/B:	20	20
SIDE YARD S/B:	5	5
CORNER SIDE YARD S/B:	15	15

GROSS ACREAGE:	77.0
NET ACREAGE:	42.0
TOTAL LOTS:	448
TOTAL DENSITY:	10.67
LANDPLAN:	23
CREATED BY:	CDH/RAV/ES
REVIEWED BY:	AB/RAV
CREATED:	05/10/21
REVISED:	09/26/24

DIRECT PHASE COST SUMMARY			SUMMARY ITEM COST	2011799	NOTES
GRADING & SITE PREPARATION			\$1,149,129	\$2,565	
WATER SYSTEM			\$2,204,159	\$4,920	
SANITARY SEWER SYSTEM			\$2,345,028	\$5,234	
DRAINAGE SYSTEM			\$2,240,000	\$5,000	
STREET IMPROVEMENTS			\$4,141,050	\$9,243	
TXDOT TURN LANES			\$0	\$0	
TRAILS			\$0	\$0	
SOFT COSTS			\$2,119,949	\$4,732	
DISTRICT FORMATION			\$1,300,000	\$2,902	
TOTAL CONSTRUCTION COST			\$15,499,316	\$34,597	
-	CONTINGENCIES	5%	\$774,966	\$1,730	
TOTAL CONSTRUCTION COST W/ CONTINGENCIES			\$16,274,282	\$36,327	

PRIVATE PHASE COST SUMMARY			SUMMARY ITEM COST	PER LOT COST	NOTES
GRADING & SITE PREPARATION			\$1,207,360	\$2,695	
RETAINING WALLS			\$878,528	\$1,961	
DRY UTILITIES			\$1,222,500	\$2,729	
AMENITY CENTER			\$0	\$0	
SCREENING, LANDSCAPING, & IRRIGATION			\$741,150	\$1,654	
MONUMENTATION			\$0	\$0	
SOFT COSTS			\$436,576	\$975	
TOTAL CONSTRUCTION COST			\$4,486,114	\$10,014	
-	CONTINGENCIES	10.00%	\$448,611	\$1,001	
TOTAL CONSTRUCTION COST W/ CONTINGENCIES			\$4,934,725	\$11,015	

MAJOR IMPROVEMENT SUMMARY ITEM			SUMMARY ITEM COST	PER LOT COST	NOTES
GRADING IMPROVEMENTS			\$456,688	\$1,019	Floodplain Reclamation Grading
OFFSITE WATER SYSTEMS			\$862,670	\$1,926	Amenity Center to MSUD water line at FM 428 & 1385
OFFSITE SANITARY SEWER			\$657,688	\$1,468	8" Sewer line from site to MSUD WWTP at FM 1385
STREET IMPROVEMENTS			\$2,849,642	\$6,361	Entrance Pavement (4-Lane Divided)
TXDOT TURN LANES			\$350,000	\$781	
SCREENING, LANDSCAPE, IRRIGATION			\$0	\$0	
COMMON AREA AMENITIES			\$59,000	\$132	
DISTRICT FORMATION			\$0	\$0	
SOFT COSTS			\$1,690,781	\$3,774	
TOTAL CONSTRUCTION COST			\$6,926,468	\$15,461	
-	CONTINGENCIES	0%	\$0	\$0	
TOTAL CONSTRUCTION COST W/ CONTINGENCIES			\$6,926,468	\$15,461	

TOTAL CONSTRUCTION COSTS (DIRECT, PRIVATE, & MI)			\$27,686,864	\$60,071	
-	CONTINGENCIES	10%	\$448,611	\$1,001	
TOTAL CONSTRUCTION COST W/ CONTINGENCIES			\$28,135,475	\$61,073	

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY.
 BARRAZA CONSULTING GROUP, LLC. SHOULD PREPARE THE PROJECT DESIGN AND QUANTITY TAKE-OFFS BEFORE FINANCIAL OBLIGATIONS ARE MADE.

COMMUNITY NAME: **DUCK POINT** (All 1 Phase)

PHASE: On-Site

CITY or TOWN: City of Aubrey ETJ

**BARRAZA**
CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYINGThis OPC was modified 2/20/24 by R. Slovak. My adjusted unit prices are shown
in Red text for reference purposes. Other mods are noted herein, also in red.

LOT(1)
LOT COUNT:
448
TYP. LOT WIDTH:
50
TYP. LOT DEPTH:
115
TYP. PAD WIDTH:
40
TYP. PAD DEPTH:
75
FRONT YARD S/B:
20
REAR YARD S/B:
20
SIDE YARD S/B:
5
SIDE YARD S/B:
15
(CORNER)

GROSS ACREAGE:	161.0
NET ACREAGE:	96.0
TOTAL LOTS:	448
TOTAL DENSITY:	4.67
LANDPLAN:	29
CREATED BY:	CDH/RAV/ES
REVIEWED BY:	AB/RAV
CREATED:	05/10/21
REVISED:	09/26/24

ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
DIRECT PHASE COSTS					
GRADING & SITE PREPARATION					
EROSION CONTROL / SWPPP					
CONSTRUCTION ENTRANCE	EA	3	\$ 2,500.00	\$ 7,500.00	Is construction water available adjacent to the site?
SEED DISTURBED AREAS	AC	58	\$ 450.00	\$ 26,136.36	If not, where's it gonna come from?
SILT FENCE (WIRE BACK)	LF	17,991	\$ 1.70	\$ 30,584.70	
CURLEX EROSION CONTROL MATTING (4 FOOT)	LF	36,604	\$ 2.10	\$ 76,868.40	Any Demo items that need to go away? - house, barn, well, fences???
SWPPP INSPECTIONS	LS	3	\$ 15,000.00	\$ 45,000.00	
EROSION MAINTENANCE	LOT	448	\$ 180.00	\$ 80,640.00	
EROSION CONTROL SUB-TOTAL				\$ 266,729.46	
ROUGH GRADING					
CLEARING & GRUBBING, (1/4 AREA HEAVILY TREED)	AC	96	\$ 2,000.00	\$ 192,000.00	
MASS GRADING (EXCAVATION)	CY	200,000	\$ 2.50	\$ 500,000.00	CAD Rough Design
ROUGH LOT GRADING	LOT	448	\$ 250.00	\$ 112,000.00	
ROUGH GRADING SUB-TOTAL				\$ 804,000.00	
FINISH GRADING					
LOT FINISH GRADE	LOT	448	\$ 175.00	\$ 78,400.00	
REGRADE / MISC. GRADING	LS			\$ -	
FINISH GRADING SUB-TOTAL				\$ 78,400.00	
GRADING & SITE PREPARATION SUB-TOTAL				\$ 1,149,129.46	
WATER SYSTEMS					
8" P.V.C. PIPE (DR 18 C900) (incl. Fittings & Blocking)	LF	18,302	\$ 50.00	\$ 915,100.00	
8" GATE VALVE & BOX	EA	60	\$ 2,100.00	\$ 126,000.00	
CONNECT TO EXIST. LINE	EA	1	\$ 5,000.00	\$ 5,000.00	
FIRE HYDRANT ASSEMBLY	EA	62	\$ 6,900.00	\$ 427,800.00	
1" SINGLE WATER SERVICE (2" SLEEVE)	EA	448	\$ 1,250.00	\$ 560,000.00	
2" FLUSH VALVE	EA	2	\$ 3,000.00	\$ 6,000.00	
2" COMBINATION AIR RELEASE/VACUUM VALVE	EA	6	\$ 7,000.00	\$ 42,000.00	
1" IRRIGATION SERVICE	EA	7	\$ 2,000.00	\$ 14,000.00	
2" IRRIGATION SERVICE	EA	3	\$ 3,000.00	\$ 9,000.00	
2 - 4" CONDUIT (SCH 40) AT INTERSECTIONS	LF	2,565	\$ 23.00	\$ 58,995.00	
TRENCH SAFETY	LF	18,302	\$ 0.70	\$ 12,811.40	
TESTING (EXCLUDING GEOTECH)	LF	18,302	\$ 1.50	\$ 27,453.00	
WATER SUB-TOTAL				\$ 2,204,159.40	
SANITARY SEWER SYSTEM					
8" P.V.C. PIPE SDR 26	LF	14,867	\$ 53.00	\$ 787,951.00	
8" P.V.C. PIPE SDR 26 - PHASE 2	LF	2,230	\$ 55.00	\$ 122,650.00	
8" P.V.C. PIPE SDR 26 - PHASE 3	LF	330	\$ 55.00	\$ 18,150.00	
10" P.V.C. PIPE - PHASE 3	LF	875	\$ 72.00	\$ 63,000.00	
4" SERVICE LATERALS	EA	448	\$ 1,355.00	\$ 607,040.00	
4" DIAMETER M.H. w/ RAVEN COATING	EA	34	\$ 9,200.00	\$ 312,800.00	
5" DIAMETER M.H.	EA	9	\$ 12,000.00	\$ 108,000.00	
5" DIAMETER M.H. w/ RAVEN COATING	EA	12	\$ 14,000.00	\$ 168,000.00	
CONNECT TO EXIST. M.H.	EA	1	\$ 1,000.00	\$ 1,000.00	
WATER CROSSING PER TCEQ REQUIREMENTS	EA	32	\$ 1,600.00	\$ 51,200.00	
TRENCH SAFETY	LF	18,302	\$ 0.75	\$ 13,726.50	
TESTING (EXCLUDING GEOTECH)	LF	18,302	\$ 3.50	\$ 64,057.00	
ADDITIONAL TESTING AFTER DRY UTILITY INSTALL	LF	18,302	\$ 1.50	\$ 27,453.00	
SEWER SUB-TOTAL				\$ 2,345,027.50	
DRAINAGE SYSTEM					
STORM DRAIN SYSTEM					
DRAINAGE SUB-TOTAL				\$ 2,240,000.00	COST PER LOT - \$5,000
STREET IMPROVEMENT					
STREET PAVING					
6" REINF. CONC. PAVEMENT, 31' B-B	SY	63,042	\$ 50.00	\$ 3,152,100.00	
7" REINF. CONC. PAVEMENT, 25' B-B	SY	0	\$ 59.00	\$ -	
6" LIME SUBGRADE	SY	67,109	\$ 3.50	\$ 234,881.50	
HYDRATED LIME MATERIAL (36#SY)	TON	1,230	\$ 330.00	\$ 405,900.00	
PAVEMENT HEADER	LF	62	\$ 55.00	\$ 3,410.00	
36" ROCK RIP-RAP @ PAVEMENT HEADER	SY	62	\$ 110.00	\$ 6,820.00	
STREET BARRICADE	EA	2	\$ 1,900.00	\$ 3,800.00	
CONNECT TO EXISTING PAVEMENT HEADER	EA	3	\$ 1,300.00	\$ 3,900.00	
REMOVE EXIST. BARRICADE	EA	3	\$ 500.00	\$ 1,500.00	
STREET PAVING SUB-TOTAL				\$ 3,812,311.50	
SIDEWALK					
5' CONCRETE SIDEWALK, 5" REINF	SY	1,614	\$ 65.00	\$ 104,938.89	
BARRIER FREE RAMPS	EA	60	\$ 2,850.00	\$ 171,000.00	
SIDEWALK SUB-TOTAL				\$ 275,938.89	
SIGNAGE & STRIPING					
STREET SIGNS, COMBO W/STOP (W/ POSTS)	EA	32	\$ 1,650.00	\$ 52,800.00	
SIGNAGE & STRIPING SUB-TOTAL				\$ 52,800.00	
STREET IMPROVEMENT SUB-TOTAL				\$ 4,141,050.39	
1x DOT TURN LANES					
OFFSITE TURNING LANES					
1x DOT TURNING LANES	EA	0	\$ 325,000.00	\$ -	
OFFSITE TURNING LANES SUB-TOTAL				\$ -	
1x DOT TURN LANES SUB-TOTAL				\$ -	
TRAILS					
TRAILS					
PH 2 10' CONCRETE SIDEWALK	SY	0		\$ -	
TRAILS SUB-TOTAL				\$ -	
TRAILS SUB-TOTAL				\$ -	

COMMUNITY NAME: **DUCK POINT** (All 1 Phase)

PHASE: On-Site

CITY or TOWN: City of Aubrey ETJ



PLANNING • ENGINEERING • SURVEYING

This OPC was modified 2/20/24 by R. Slovak. My adjusted unit prices are shown in Red text for reference purposes. Other mods are noted herein, also in red.

LOT COUNT: 448

TYP. LOT WIDTH: 50

TYP. LOT DEPTH: 115

TYP. PAD WIDTH: 40

TYP. PAD DEPTH: 75

FRONT YARD S/B: 20

REAR YARD S/B: 20

SIDE YARD S/B: 5

SIDE YARD S/B: 15

(CORNER)

GROSS ACREAGE: 161.0

NET ACREAGE: 96.0

TOTAL LOTS: 448

TOTAL DENSITY: 4.67

LANDPLAN: 29

CREATED BY: CDH/RAV/ES

REVIEWED BY: AB/RAV

CREATED: 05/10/21

REVISED: 09/26/24

COMMUNITY NAME: **DUCK POINT (All 1 Phase)**
PHASE: Full Development Major Improvements
CITY or TOWN: **City of Aubrey ETJ**



This OPC was modified 2/20/24 by R. Slovak. My adjusted unit prices are shown in Red text for reference purposes. Other mods are noted herein, also in red.

GROSS ACREAGE: 77.0
NET ACREAGE: 42.0
TOTAL LOTS: 448
TOTAL DENSITY: 10.67
LANDPLAN: 23
CREATED BY: CDH/RAV/ES
REVIEWED BY: AB/RAV
CREATED: 05/10/21
REVISED: #REF!

ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
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GRADING / SITE PREPARATION					
EROSION CONTROL / SWPPP					
SEED DISTURBED AREAS	AC	34.0	\$ 450.00	\$ 15,300	
SILT FENCE (WIRE BACK)	LF	9,500	\$ 1.70	\$ 16,150	
CURLEX EROSION CONTROL MATTING (8 FOOT)	SY	11,780	\$ 2.10	\$ 24,738	
EROSION CONTROL SUB-TOTAL				\$ 56,188	
ROUGH GRADING					
CLEARING & GRUBBING, (1/4 AREA HEAVILY TREED)	AC	34.0	\$ 2,000.00	\$ 68,000	
ONSITE MASS GRADING (EXCAVATION)	CY	83,000	\$ 2.50	\$ 207,500	Floodplain reclamation Excavation
OFFSITE MASS GRADING (EXCAVATION)	CY	50,000	\$ 2.50	\$ 125,000	Floodplain reclamation Excavation
ROUGH GRADING SUB-TOTAL				\$ 400,500	
GRADING / SITE PREPARATION SUB-TOTAL				\$ 456,688	

OFFSITE WATER SYSTEMS					
OFFSITE WATER					
12" P.V.C. PIPE (DR 18 C900)	LF	5,200	\$ 84.00	\$ 436,800	
12" GATE VALVE & BOX	EA	4	\$ 4,250.00	\$ 17,000	
24" X 12" TAP SLEEVE & VALVE	EA	1	\$ 25,000.00	\$ 25,000	
CONNECT TO EXIST. LINE	EA	1	\$ 1,500.00	\$ 1,500	
FIRE HYDRANT ASSEMBLY	EA	16	\$ 6,900.00	\$ 110,400	
2" FLUSH VALVE	EA	2	\$ 3,000.00	\$ 6,000	
2" COMBINATION AIR RELEASE/VACUUM VALVE	EA	2	\$ 7,000.00	\$ 14,000	
2000 PSI CONC. ENCASEMENT	LF	1,000	\$ 80.00	\$ 80,000	
30' UTILITY EASEMENT	SF	49,800.0	\$ 3.25	\$ 161,850	
TRENCH SAFETY	LF	4,600	\$ 0.70	\$ 3,220	
TESTING (EXCLUDING GEOTECH)	LF	4,600	\$ 1.50	\$ 6,900	
OFFSITE WATER SYSTEMS SUB-TOTAL				\$ 862,670	

OFFSITE SANITARY SEWER					
GRAVITY SEWER					
10" P.V.C. PIPE (OVER 10' DEEP) SDR 26	LF	4,200	\$ 77.00	\$ 323,400	
4' DIAMETER M.H. w/SEALED RING/COVER & w/ RAVEN COATING	EA	14	\$ 9,500.00	\$ 133,000.00	
5' DIAMETER M.H. w/ RAVEN COATING, TYPE 'S'	EA	2	\$ 16,500.00	\$ 33,000.00	
CONNECT TO EXIST. LINE	EA	1	\$ 1,500.00	\$ 1,500	
2000 PSI CONC. ENCASEMENT	LF	200	\$ 80.00	\$ 16,000	
30' UTILITY EASEMENT	SF	101,310.0	\$ 1.25	\$ 126,638	
TRENCH SAFETY	LF	4,200	\$ 0.75	\$ 3,150	
SYSTEM TESTING & TV INSPECTION	LF	4,200	\$ 3.50	\$ 14,700	
ADDITIONAL TV INSPECTION AFTER FRANCHISE UTILITIES	LF	4,200	\$ 1.50	\$ 6,300	
GRAVITY SEWER SUB-TOTAL				\$ 657,688	
OFFSITE SEWER SUB-TOTAL				\$ 657,688	

STREET IMPROVEMENT					
STREET PAVING					
UNCLASSIFIED EXCAVATION - FOR ROAD	CY	46,800	\$ 2.50	\$ 117,000	2 Lanes - 50' ROW only
STORM SEWER COLLECTION SYSTEM	LF	2,852	\$ 200.00	\$ 570,400	
BRIDGE	LS	1	\$ 1,000,000.00	\$ 1,000,000	~120 LF bridge
8" REINF. CONC. PAVEMENT, 50' ROW, 25' B-B	SY	11,700	\$ 60.00	\$ 702,000	2-25' B-B from FM 1385 to 1st Entrance
6" LIME SUBGRADE	SY	13,572	\$ 3.50	\$ 47,502	
HYDRATED LIME MATERIAL (54LBS/SY)	TON	370	\$ 330.00	\$ 122,100	
CONNECT TO EXISTING PAVEMENT	EA	1	\$ 5,000.00	\$ 5,000	
ENTRY ROAD EASEMENTS	SF	0.0	\$ 3.50	\$ -	Easement for Entry Road (3)
CREEK REALIGNMENT EASEMENTS	SF	0.0	\$ 1.25	\$ -	Easement for Creek Re-alignment (2)
4' WIDE CURLEX EROSION CONTROL MATTING	LF	7,064	\$ 1.40	\$ 9,890	
STREET PAVING SUB-TOTAL				\$ 2,573,892	
SIDEWALK					
5' CONCRETE SIDEWALK	SY	2,340	\$ 65.00	\$ 152,100	
BARRIER FREE RAMPS	EA	4	\$ 2,850.00	\$ 11,400	
SIDEWALK SUB-TOTAL				\$ 163,500	

SIGNAGE & LIGHTING					
STREET SIGNS, COMBO W/STOP (W/ POSTS)	EA	1	\$ 1,650.00	\$ 1,650	
STREET LIGHTING	EA	22	\$ 5,000.00	\$ 110,000	
24" STOP SIGNS	EA	1	\$ 600.00	\$ 600	
SIGNAGE & STRIPING SUB-TOTAL				\$ 112,250	
STREET IMPROVEMENT SUB-TOTAL				\$ 2,849,642	

TxDOT TURN LANES					
OFFSITE TURNING LANES					
TxDOT TURNING LANES	EA	1	\$ 350,000.00	\$ 350,000	FM 1385
TxDOT TURNING LANES	EA	0	\$ 375,000.00	\$ -	
OFFSITE TURNING LANES SUB-TOTAL				\$ 350,000	
TRAFFIC SIGNALS & CONTROLS					
TRAFFIC SIGNALS	EA		\$ 155,000.00	\$ -	
TRAFFIC CONTROL	MO	0	\$ 1,000.00	\$ -	
TRAFFIC SIGNALS & CONTROLS SUB-TOTAL				\$ -	
TxDOT TURN LANES SUB-TOTAL				\$ 350,000	

SCREENING, LANDSCAPING & IRRIGATION					
SCREENING					

COMMUNITY NAME: **DUCK POINT (All 1 Phase)**
PHASE: Full Development Major Improvements
CITY or TOWN: **City of Aubrey ETJ**



GROSS ACREAGE: 77.0
NET ACREAGE: 42.0
TOTAL LOTS: 448
TOTAL DENSITY: 10.67
LANDPLAN: 23
CREATED BY: CDH/RAV/ES
REVIEWED BY: AB/RAV
CREATED: 05/10/21
REVISED: #REF!

This OPC was modified 2/20/24 by R. Slovak. My adjusted unit prices are shown in Red text for reference purposes. Other mods are noted herein, also in red.

ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
SCREENING WALL	LF	1,800	\$ 115.00	\$ 207,000	
SCREENING SUB-TOTAL				\$ 207,000	
ENTRY MONUMENTS					
ENTRY MONUMENT (MAIN)	EA	2	\$ 30,000.00	\$ 60,000	
ENTRY LANDSCAPE (MAIN)	AC	1	\$ 5,000	\$ 2,500	
ENTRY MONUMENTS SUB-TOTAL				\$ 62,500	
LANDSCAPING					
LANDSCAPING (14' MEDIAN)	LF	1,360	\$ 40.00	\$ 54,400	
LANDSCAPING (18' PARKWAY)	LF	4,212	\$ 40.00	\$ 168,480	
BERMUDA SOD (OPEN SPACE)	AC	1	\$ 10,890.00	\$ 10,890	
LANDSCAPING (OPEN SPACE)	AC	1	\$ 5,000.00	\$ 5,000	
LANDSCAPING SUB-TOTAL				\$ 238,770	

IRRIGATION					
IRRIGATION (14' MEDIAN)	LF	1,360	\$ 40.00	\$ 54,400	
IRRIGATION (18' PKWY)	LF	4,212	\$ 40.00	\$ 168,480	
IRRIGATION (OPEN SPACE)	AC	1.00	\$ 2,500.00	\$ 2,500	
IRRIGATION (ENTRY)	AC	0.50	\$ 5,000.00	\$ 2,500	
METER POWER PEDESTAL	Ea	2	\$ 2,500.00	\$ 5,000	
IRRIGATION SUB-TOTAL				\$ 232,880	
SCREENING, LANDSCAPING & IRRIGATION SUB-TOTAL				\$ 741,150	

COMMON AREA AMENITIES					
AMENITIES					
PARK AMENITIES	LS	2	\$ 1,500.00	\$ 3,000	
CLUSTER MAILBOX UNIT	LS	28	\$ 2,000.00	\$ 56,000	
AMENITIES SUB-TOTAL				\$ 59,000	
TRAILS / PATHWAYS (FLATWORK)					
4' CONCRETE SIDEWALK	LF		\$ 30.00	\$ -	
5' CONCRETE SIDEWALK	LF		\$ 37.50	\$ -	
6' CONCRETE SIDEWALK	LF		\$ 45.00	\$ -	
8' CONCRETE SIDEWALK	LF		\$ 60.00	\$ -	
TRAILS / PATHWAYS (FLATWORK) SUB-TOTAL				\$ -	
COMMON AREA AMENITIES SUB-TOTAL				\$ 59,000	

SOFT COSTS					
ENGINEERING	%	12%	\$ 5,176,687.10	\$ 621,202.45	
SURVEYING	%	5.75%	\$ 5,176,687.10	\$ 297,659.51	
CONSTRUCTION ADMINISTRATION	%	1%	\$ 5,176,687.10	\$ 51,766.87	
CONSTRUCTION INSPECTION	%	3%	\$ 5,176,687.10	\$ 155,300.61	
CONSTRUCTION MANAGEMENT	%	4%	\$ 5,176,687.10	\$ 207,067.48	
MATERIAL TESTING	%	2%	\$ 5,176,687.10	\$ 103,533.74	
GEOTECHNICAL INVESTIGATION FEES	LOT	440	\$ 135.00	\$ 59,400.00	
WETLANDS INVESTIGATION	LS	1	\$ 10,000.00	\$ 10,000.00	
TRAFFIC IMPACT ANALYSIS	LS	1	\$ 30,000.00	\$ 30,000.00	
CLOMR/LOMR	LS	1	\$ 70,000.00	\$ 70,000.00	Does not include FEMA fees
CITY FEES - PRELIMINARY PLATTING	LOT	440	\$ 500 + \$20 PER L	\$ 9,300.00	Aubrey Fees
CITY FEES - FINAL PLATTING	LOT	440	\$ 500 + \$20 PER L	\$ 9,300.00	Aubrey Fees
CITY FEES - PLAN REVIEW	LOT	440	\$ 150.00	\$ 66,000.00	Aubrey Fees
CITY FEES - PLAT FILING FEE	LS	1	\$ 200.00	\$ 200.00	Aubrey Fees
CITY FEES - GRADING PERMIT	LS	1	\$ 50.00	\$ 50.00	Aubrey Fees
SOFT COSTS SUB-TOTAL				\$ 1,690,781	

DISTRICT FORMATION					
DISTRICT FORMATION					
MAJOR IMPROVEMENTS	%	7,397,051	0.0%	\$ -	
DISTRICT FORMATION SUB-TOTAL				\$ -	
DISTRICT FORMATION SUB-TOTAL				\$ -	

TOTAL CONSTRUCTION COST				\$ 7,667,617.77	
CONTINGENCY	%	2%	\$ 7,667,617.77	\$ 153,352.36	
TOTAL CONSTRUCTION COST W/ CONTINGENCY				\$ 7,820,970.13	

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY. BARRAZA CONSULTING GROUP, LLC. SHOULD PREPARE THE PROJECT DESIGN AND QUANTITY TAKE-OFFS BEFORE FINANCIAL OBLIGATIONS ARE MADE.

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

EXHIBIT C-1 **Water and Wastewater Improvements**

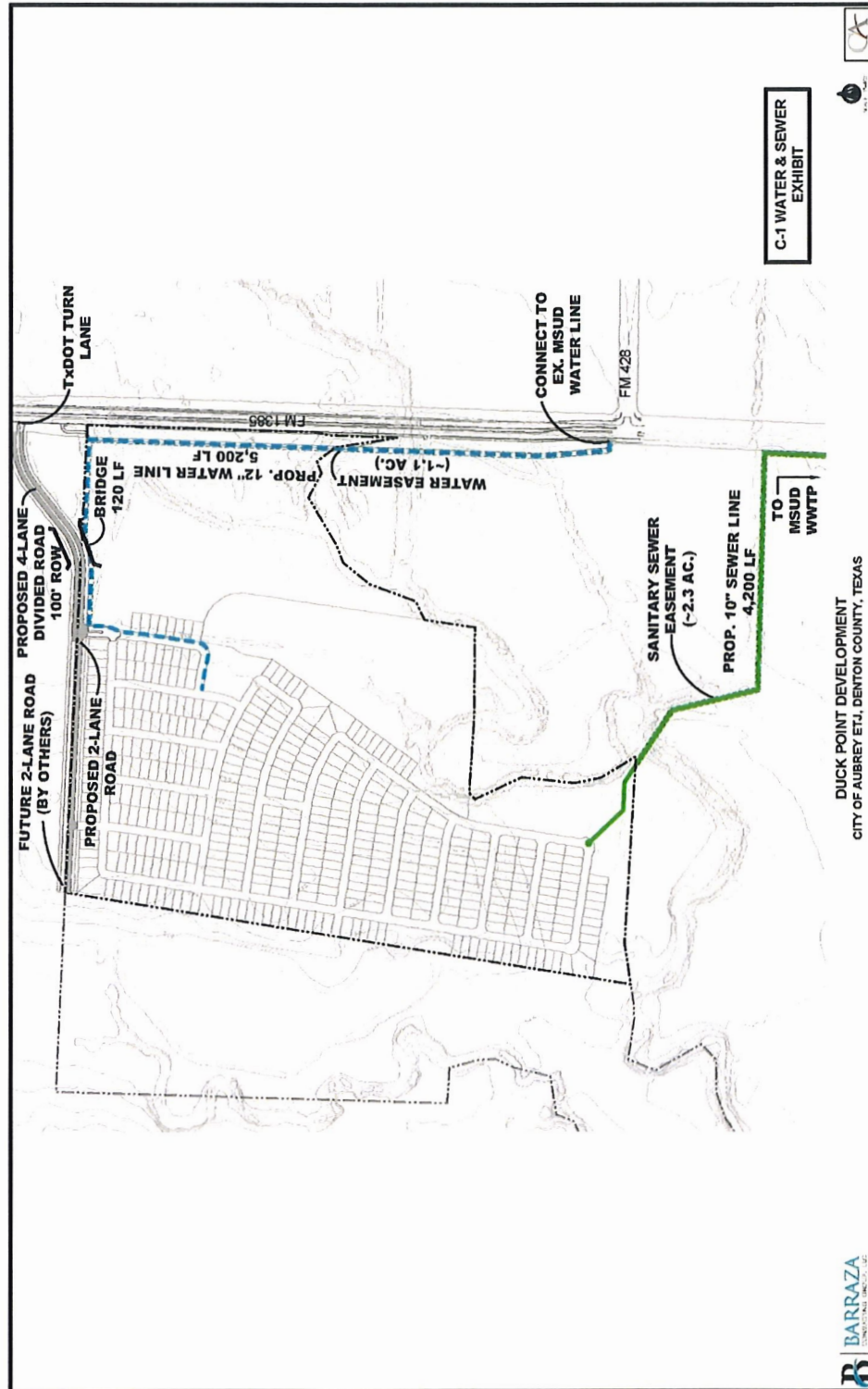
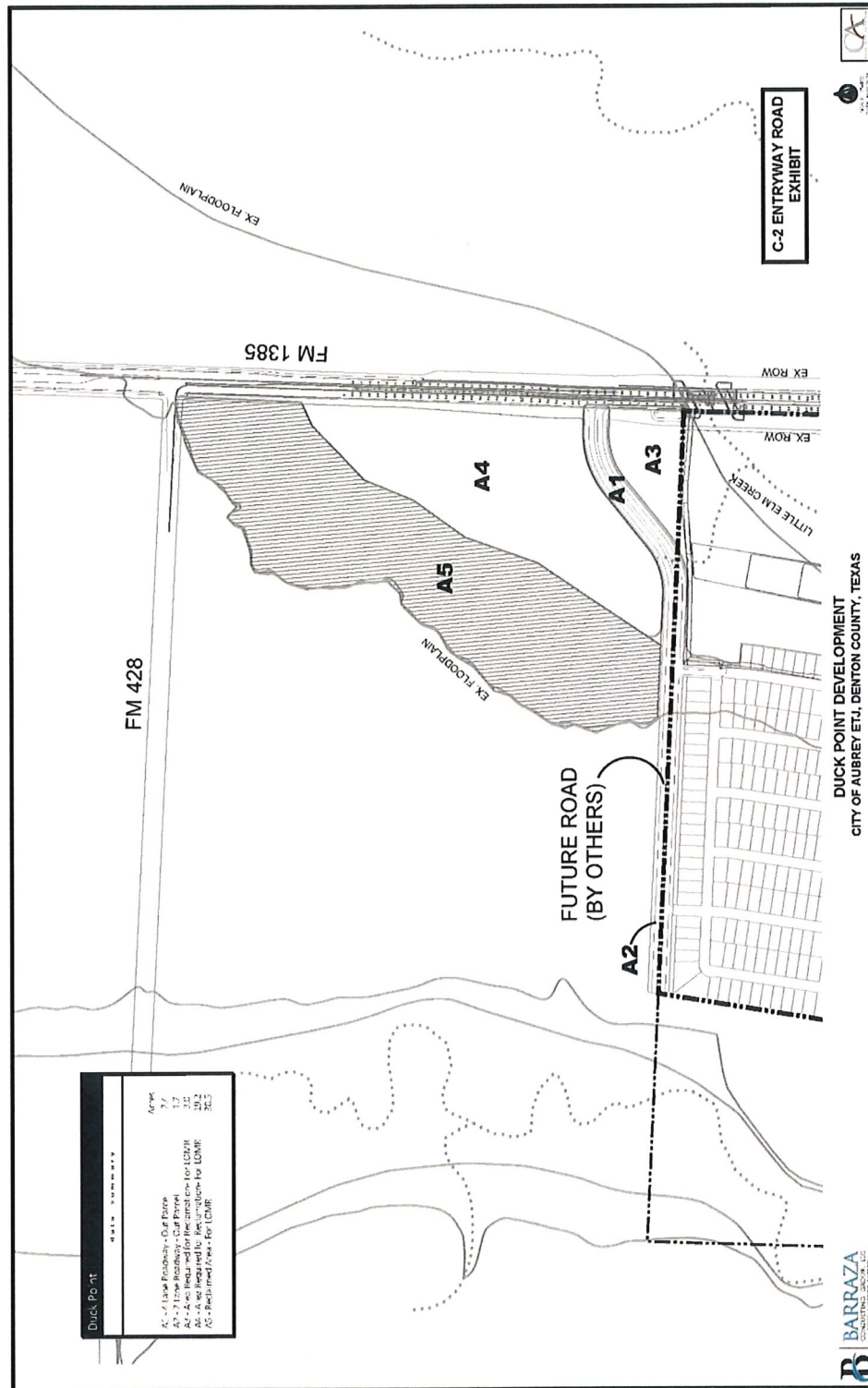


EXHIBIT C-2 Roadway Improvements



PROPOSED 4-LANE DIVIDED ROAD 100' ROW

FUTURE 2-LANE ROAD (BY OTHERS)

PROPOSED 2-LANE ROAD

OPEN SPACE 36 AC

CITY PARK 23 AC

TRAIL

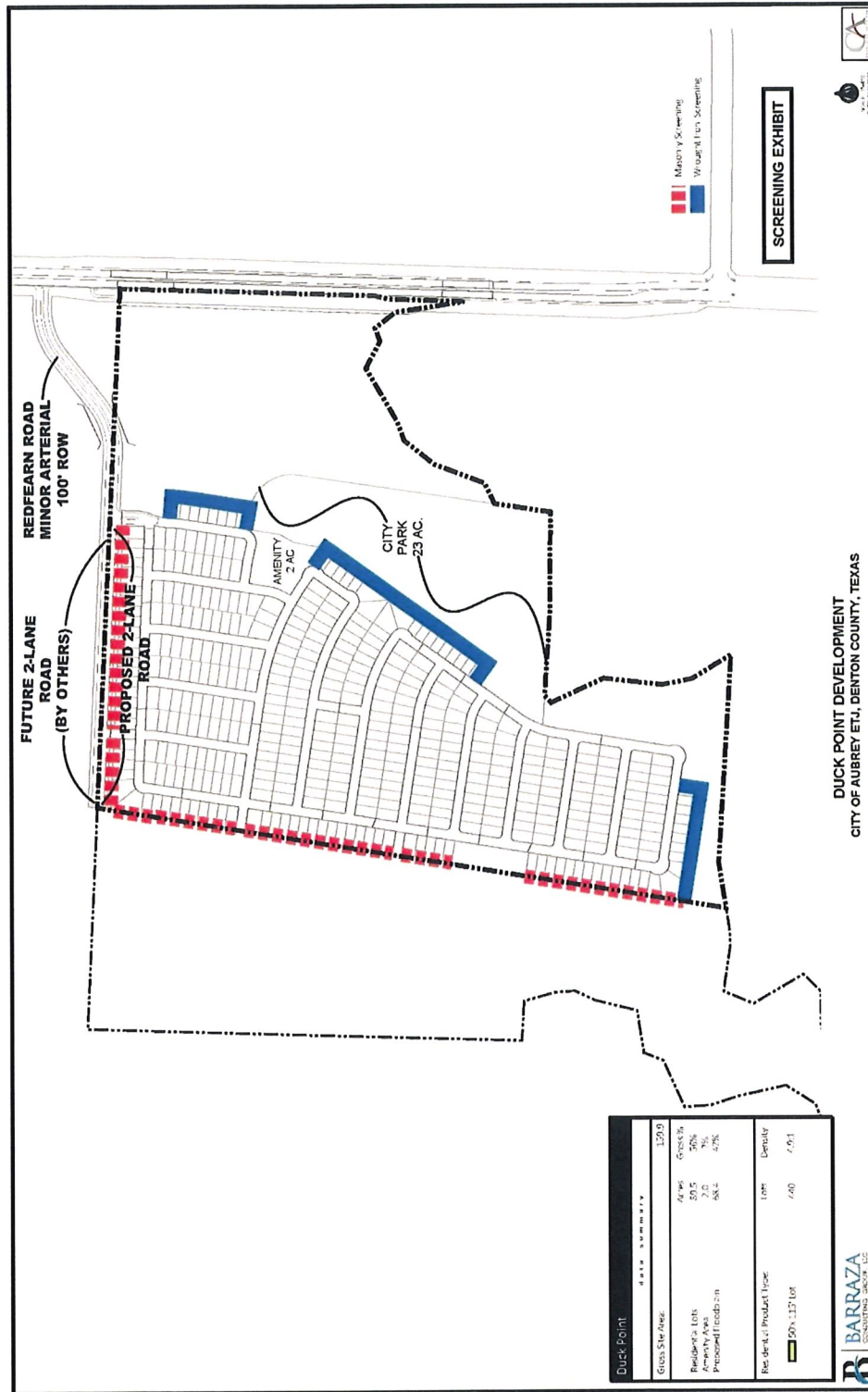
BICYCLE PATH

OPEN SPACE 9 AC

OPEN SPACE EXHIBIT

DUCK POINT DEVELOPMENT
CITY OF AUBREY ET AL., DENTON COUNTY, TEXAS

EXHIBIT C-4 Screening Plan



APPENDIX D
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE
EQUIVALENTS

Appendix D

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one Lot Type.

“**Lot Type 1**” means lots identified as such on the Assessment Roll, being Lots typically with a Lot width of approximately 50 feet.

A) Proposed Development

The following table shows the proposed residential units to be developed within the PID.

Table D-1
Proposed Development within the PID

Description	Proposed Development	
Lot Type 1 (50 Ft)	448	Units
Total	448	Units

B) Allocation of Assessments to Lots within the PID

The total amount of PID Bonds which represents the total Assessment to be allocated on all Parcels within the PID, is \$31,570,000. As shown above, there are a total of 448 residential units, resulting in an Assessment per unit of \$70,468.75 (i.e. $\$31,570,000 \div 448 = \$70,468.75$). Table D-2 below sets forth the Assessment per unit within the PID.

Table D-2
Assessment Per Unit

Description	Planned No. of Units	Assessment per Unit		Total Assessments
50 Ft Lot	448	\$70,468.75	per dwelling unit	\$31,570,000
Total	448			\$31,570,000

The projected leverage calculated based on the estimated finished lot values and home values for each unit is shown in Table D-3 on the following page.

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Table D-3
Projected Leverage

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Average Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (50 Ft)	448	\$97,612	\$450,000	\$70,468.75	1.39	6.39

The projected tax rate equivalent per unit based on the estimated finished lot values and home values for each unit is shown in Table D-4 below.

Table D-4
Estimated Tax Rate Equivalent per unit – PID

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Average Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1 (50 Ft)	448	\$97,612	\$450,000	\$5,699	\$5.84	\$1.27

The Assessment and Annual Installments for each Parcel or Lot located within the PID is shown on the Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

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APPENDIX E
PID ASSESSMENT NOTICE

AFTER RECORDING RETURN TO:

_____]¹

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF AUBREY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: \$ _____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Aubrey, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Duck Point Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF
PURCHASER

SIGNATURE OF
PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF
PURCHASER

SIGNATURE OF
PURCHASER

STATE OF TEXAS §
 §
COUNTY OF DENTON §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

APPENDIX F
PID ASSESSMENT ROLL

Appendix F-1 Assessment Roll

Parcel	52165
No. of Lots	448.00
Assessment	\$31,570,000

Year ¹	Principal	Interest²	Administrative Expenses³	Additional Interest	Capitalized Interest	Annual Installment⁴
12/31/2025	\$0	\$1,484,316	\$0	\$0	(\$1,484,316)	\$0
12/31/2026	\$0	\$1,957,340	\$0	\$0	(\$1,957,340)	\$0
12/31/2027	\$387,000	\$1,957,340	\$51,000	\$157,850	\$0	\$2,553,190
12/31/2028	\$412,000	\$1,933,346	\$52,020	\$155,915	\$0	\$2,553,281
12/31/2029	\$438,000	\$1,907,802	\$53,060	\$153,855	\$0	\$2,552,717
12/31/2030	\$467,000	\$1,880,646	\$54,122	\$151,665	\$0	\$2,553,433
12/31/2031	\$497,000	\$1,851,692	\$55,204	\$149,330	\$0	\$2,553,226
12/31/2032	\$529,000	\$1,820,878	\$56,308	\$146,845	\$0	\$2,553,031
12/31/2033	\$563,000	\$1,788,080	\$57,434	\$144,200	\$0	\$2,552,714
12/31/2034	\$601,000	\$1,753,174	\$57,721	\$141,385	\$0	\$2,553,280
12/31/2035	\$641,000	\$1,715,912	\$58,010	\$138,380	\$0	\$2,553,302
12/31/2036	\$684,000	\$1,676,170	\$58,300	\$135,175	\$0	\$2,553,645
12/31/2037	\$729,000	\$1,633,762	\$58,592	\$131,755	\$0	\$2,553,109
12/31/2038	\$778,000	\$1,588,564	\$58,885	\$128,110	\$0	\$2,553,559
12/31/2039	\$829,000	\$1,540,328	\$59,179	\$124,220	\$0	\$2,552,727
12/31/2040	\$885,000	\$1,488,930	\$59,475	\$120,075	\$0	\$2,553,480
12/31/2041	\$944,000	\$1,434,060	\$59,772	\$115,650	\$0	\$2,553,482
12/31/2042	\$1,007,000	\$1,375,532	\$60,071	\$110,930	\$0	\$2,553,533
12/31/2043	\$1,074,000	\$1,313,098	\$60,371	\$105,895	\$0	\$2,553,364
12/31/2044	\$1,145,000	\$1,246,510	\$60,673	\$100,525	\$0	\$2,552,708
12/31/2045	\$1,222,000	\$1,175,520	\$60,977	\$94,800	\$0	\$2,553,297
12/31/2046	\$1,303,000	\$1,099,756	\$61,282	\$88,690	\$0	\$2,552,728
12/31/2047	\$1,390,000	\$1,018,970	\$61,588	\$82,175	\$0	\$2,552,733
12/31/2048	\$1,483,000	\$932,790	\$61,896	\$75,225	\$0	\$2,552,911
12/31/2049	\$1,582,000	\$840,844	\$62,205	\$67,810	\$0	\$2,552,859
12/31/2050	\$1,688,000	\$742,760	\$62,516	\$59,900	\$0	\$2,553,176
12/31/2051	\$1,801,000	\$638,104	\$62,829	\$51,460	\$0	\$2,553,393
12/31/2052	\$1,921,000	\$526,442	\$63,143	\$42,455	\$0	\$2,553,040
12/31/2053	\$2,050,000	\$407,340	\$63,459	\$32,850	\$0	\$2,553,649
12/31/2054	\$2,187,000	\$280,240	\$63,776	\$22,600	\$0	\$2,553,616
12/31/2055	\$2,333,000	\$144,646	\$64,095	\$11,665	\$0	\$2,553,406
Total	\$31,570,000	\$41,154,892	\$1,717,965	\$3,041,390	(\$3,441,656)	\$74,042,591

¹The 12/31/XX dates represent the year end for the PID Bonds.

² The interest is calculated using an 6.20% interest rate for years 1 through 30 under the PID Bonds for the Authorized Improvements.

³Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

⁴The Annual Installments shown do not include any TIRZ Annual Credit Amount.

Appendix F-2 Assessment Roll by Lot Type

Parcel			Lot Type 1 (50 ft)			
Units			1.00			
Assessment			\$70,468.75			
Year ¹	Principal	Interest ²	Administrative Expenses ³	Additional Interest	Capitalized Interest	Annual Installment ⁴
12/31/2025	\$0	\$3,313	\$0	\$0	(\$3,313)	\$0
12/31/2026	\$0	\$4,369	\$0	\$0	(\$4,369)	\$0
12/31/2027	\$864	\$4,369	\$114	\$352	\$0	\$5,699
12/31/2028	\$920	\$4,316	\$116	\$348	\$0	\$5,699
12/31/2029	\$978	\$4,258	\$118	\$343	\$0	\$5,698
12/31/2030	\$1,042	\$4,198	\$121	\$339	\$0	\$5,700
12/31/2031	\$1,109	\$4,133	\$123	\$333	\$0	\$5,699
12/31/2032	\$1,181	\$4,064	\$126	\$328	\$0	\$5,699
12/31/2033	\$1,257	\$3,991	\$128	\$322	\$0	\$5,698
12/31/2034	\$1,342	\$3,913	\$129	\$316	\$0	\$5,699
12/31/2035	\$1,431	\$3,830	\$129	\$309	\$0	\$5,699
12/31/2036	\$1,527	\$3,741	\$130	\$302	\$0	\$5,700
12/31/2037	\$1,627	\$3,647	\$131	\$294	\$0	\$5,699
12/31/2038	\$1,737	\$3,546	\$131	\$286	\$0	\$5,700
12/31/2039	\$1,850	\$3,438	\$132	\$277	\$0	\$5,698
12/31/2040	\$1,975	\$3,324	\$133	\$268	\$0	\$5,700
12/31/2041	\$2,107	\$3,201	\$133	\$258	\$0	\$5,700
12/31/2042	\$2,248	\$3,070	\$134	\$248	\$0	\$5,700
12/31/2043	\$2,397	\$2,931	\$135	\$236	\$0	\$5,699
12/31/2044	\$2,556	\$2,782	\$135	\$224	\$0	\$5,698
12/31/2045	\$2,728	\$2,624	\$136	\$212	\$0	\$5,699
12/31/2046	\$2,908	\$2,455	\$137	\$198	\$0	\$5,698
12/31/2047	\$3,103	\$2,274	\$137	\$183	\$0	\$5,698
12/31/2048	\$3,310	\$2,082	\$138	\$168	\$0	\$5,698
12/31/2049	\$3,531	\$1,877	\$139	\$151	\$0	\$5,698
12/31/2050	\$3,768	\$1,658	\$140	\$134	\$0	\$5,699
12/31/2051	\$4,020	\$1,424	\$140	\$115	\$0	\$5,700
12/31/2052	\$4,288	\$1,175	\$141	\$95	\$0	\$5,699
12/31/2053	\$4,576	\$909	\$142	\$73	\$0	\$5,700
12/31/2054	\$4,882	\$626	\$142	\$50	\$0	\$5,700
12/31/2055	\$5,208	\$323	\$143	\$26	\$0	\$5,700
Total	\$70,469	\$91,864	\$3,835	\$6,789	(\$7,682)	\$165,274

¹The 12/31/XX dates represent the year end for the PID Bonds.

² The interest is calculated using an 6.20% interest rate for years 1 through 30 under the PID Bonds for the Authorized Improvements.

³Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

⁴The Annual Installments shown do not include any TIRZ Annual Credit Amount.



**City Council Meeting
Staff Report
February 27, 2025**

Agenda Item

Consideration and action on an Ordinance approving the issuance of the "Special Assessment Revenue Bonds, Series 2025 (Duck Point Improvement District); approving and authorizing an indenture of trust, a bond purchase agreement, a continuing disclosure agreement and other agreements and documents in connection therewithin; making findings with respect to the issuance of such bonds; and providing an effective date.

Staff Contact

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

Summary

Following the approval of the Duck Point assessment Ordinance and Service and Assessment Plan in the previous agenda item, Council is asked to consider and approve the Duck Point Special Assessment Revenue Bonds, Series 2025 ("Duck Point PID Bonds") Ordinance and Indenture of Trust with Wilmington Trust as Trustee. The City's financial advisor, Hilltop Securities has prepared and will present the Duck Point PID plan of finance detailing the estimated costs and funding of the PID bonds including the sources and uses of funds and expected interest costs and debt service costs of the bonds.

Financial Summary

Refer to the plan of finance for details.

Staff Recommended Action

Approve

Staff Recommended Motion

I move to approve the Ordinance authorizing the Issuance and Sale of the Duck Point Special Assessment Revenue Bonds and Indenture of Trust and all other applicable items included in this agenda item.

Ordinance No. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF AUBREY SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (DUCK POINT PUBLIC IMPROVEMENT DISTRICT) IN AN AGGREGATE PRINCIPAL OF \$ _____; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, A LIMITED OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT, AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Aubrey, Texas (the “City”), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”), has previously established the Duck Point Public Improvement District (the “District”); and

WHEREAS, pursuant to the Act, the City Council published notice and held a public hearing on February 27, 2025 regarding the levy of special Assessments (as defined in the hereinafter defined Assessment Ordinance) within the District and at that public hearing adopted an ordinance levying the Assessments (the “Assessment Ordinance”); and

WHEREAS, in the Assessment Ordinance, the City Council approved and accepted the Service and Assessment Plan (as defined and described in the Assessment Ordinance) relating to the District and levied the Assessments against the Assessment Roll (as defined and described in the Assessment Ordinance). Capitalized terms used in this preamble and not otherwise defined shall have the meaning assigned thereto in the Service and Assessment Plan; and

WHEREAS, the City Council desires to issue its assessment revenue bonds in accordance with the PID Act, as amended, such bonds to be entitled “City of Aubrey Special Assessment Revenue Bonds, Series 2025 (Duck Point Public Improvement District)” (the “Bonds”), with such Bonds being payable solely from the Assessments; and

WHEREAS, the City Council has found and determined that it is in the best interests of the citizens of the City to issue the Bonds in a single series, such series to be payable solely from and secured by the Assessments; and

WHEREAS, the City is authorized by the PID Act to issue its revenue bonds payable from the Assessments for the purposes of (i) paying the costs of the Authorized Improvements identified in the Service and Assessment Plan, (ii) funding a reserve fund for payment of principal and interest on the Bonds, (iii) paying capitalized interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuing the Bonds; and

WHEREAS, the City Council has found and determined to (i) approve the issuance of the Bonds, (ii) approve the form, terms and provisions of an indenture of trust securing the Bonds authorized hereby, (iii) approve the form, terms and provisions of a Bond Purchase Agreement between the City and the purchasers of the Bonds, (iv) approve a Limited Offering Memorandum, and (v) approve a Continuing Disclosure Agreement relating to the Bonds; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; and

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

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein.

Section 2. Approval of Issuance of Bonds and Indenture of Trust. (a) The issuance of the Bonds in the principal amount of \$_____ for the purpose of providing funds for (i) paying the costs of the Authorized Improvements identified in the Service and Assessment Plan, (ii) funding a reserve fund for payment of principal and interest on the Bonds, (iii) paying capitalized interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuing the Bonds, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under an indenture of trust, the form, terms and provisions of which are hereby approved in the substantially final form presented at this meeting of that certain Indenture of Trust (the "Indenture"), dated as of February 15, 2025, between the City and Wilmington Trust, National Association, as trustee (the "Trustee"), with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the City Manager of the City, such approval to be evidenced by the execution and delivery of the Indenture. The Mayor of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture, with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Bonds. The Bonds shall be payable from and secured solely by the Assessments and other assets of the "Trust Estate" (as defined in the Indenture) pledged to the Bonds, and shall never be payable from ad valorem taxes.

Section 3. Sale of Bonds: Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") at the price and on the terms and provisions set forth in that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved and the Mayor of the City is hereby

authorized and directed to execute and deliver the Bond Purchase Agreement. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable.

Section 4. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto presented to and considered by the City Council are hereby in all respects approved and adopted. The City hereby authorizes the preparation of a final Limited Offering Memorandum reflecting the terms of the Bond Purchase Agreement and other relevant information. The Limited Offering Memorandum as thus approved and delivered, with such appropriate variations as shall be approved by the City Manager and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds, and the Preliminary Limited Offering Memorandum 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. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed. Notwithstanding the execution, approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor, the Mayor and this City Council are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to development, the construction of the Phase #3B Improvements, the Developer (as defined in the Limited Offering Memorandum) or its financial ability, the homebuilders, or the landowners.

Section 5. Additional Actions. The Mayor, the City Manager and each other officer, employee and agent of the City are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance, including the making of modifications to this Ordinance and the Indenture as necessary to obtain approval of the Bonds.

Section 6. Continuing Disclosure Agreement. The form, terms and provisions of that certain Continuing Disclosure Agreement of the Issuer (the “Continuing Disclosure Agreement”) dated as of February 15, 2025 between the City and the Trustee, as dissemination agent, is hereby authorized and approved in substantially final form presented at this meeting and the Mayor of the City or the Authorized Officer are hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and approved by the Mayor or Authorized Officer, such approval to be evidenced by the execution thereof. If executed by the Mayor, the Mayor’s signature on the Agreement may be attested by the City Secretary.

Section 7. Additional Actions. The Mayor, the City Manager and each other officer, employee and agent of the City are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance, The Mayor, the City Manager and each other officer, employee and agent of the City are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, 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 to be the lesser of (i) 1/10th of 1% of the principal amount of the Bonds or (ii) \$9,500).

Section 8. Effective Date. This Ordinance shall take effect immediately upon its adoption by the City Council of the City.

[Signature Page Follows]

FINALLY PASSED, APPROVED AND EFFECTIVE this February 27, 2025.

BY:

MAYOR,
CITY OF AUBREY, TEXAS

ATTEST:

CITY SECRETARY,
CITY OF AUBREY, TEXAS

*Ordinance Authorizing Issuance of
Series 2025 Special Assessment Revenue Bonds – Duck Point PID*

*Ordinance Authorizing Issuance of
Series 2025 Special Assessment Revenue Bonds – Duck Point PID*



**City Council Meeting
Staff Report
February 27, 2025**

Agenda Item

Consideration and action on a Final Plat of Sandbrock Ranch, Phase 15, containing 72 residential lots, 3 common area lots, and 1 right-of-way lot within 16.682 acres out of the William Lumpkin Survey, Abstract No. 730 within the City of Aubrey ETJ, Denton County, Texas. (*Horizon / Deer Creek Development Corp. and The Denton County Municipal Utility District No. 6*)

Staff Contact

Leanne Wilson, Executive Director of Operations
lwilson@aubreytx.gov

Summary

Owner: Horizon / Deer Creek Development Corporation / Bryan Burchfiel Brittany Crenshaw, PE, JBI Partners, Inc.

Location: Aubrey ETJ in Denton County; between FM 2931 and FM 1385, and south of FM 428 and Overbrook Parkway.

Zoning: The property is located outside the city and is not zoned. Development is governed by a Development Agreement with the City executed in July 2005.

The applicant has provided all required application information.

This Final Plat is consistent with the preliminary plat that was approved by City Council March 28, 2024 with the condition that the applicant address all UTRWD comments. The applicant and staff believe those comments have been addressed.

This proposed plat for Phase 15 of Sandbrock Ranch encompasses 16.682 acres in the middle east side of the overall proposed development, creating 72 SF 5.5 variance lots, 3 common area lots, and a right-of-way lot. This plat has finalized street names, which have been reviewed and approved by the Police Department.

The lot dimensions and areas are generally consistent with the approved development agreement. The development agreement allows for variances of up to 10% in the lot width, depth and/or area without the need for further approval. Minimum front yard setbacks within the SF 5.5 district are either 10 ft or 18 ft if building a front facing garage. The development agreement notes that the Planning and Zoning Commission can approve setbacks greater than the minimum. The proposed plat shows 20 ft front yard setbacks.

Electric service is provided by CoServ. Gas is provided by Atmos Energy. Water and sewer will be owned and operated by Mustang SUD. Drainage and paving facilities will be owned and operated by Denton County MUD No. 6. Wall maintenance easements provided are dedicated to the HOA per Note #4 on the plat.

This development requires minimum four ft (4') sidewalks, to be built by the home builder, one ft (1') from the right of way and is a condition of home occupancy. Right of way dimensions within the development are consistent with the development agreement as well.

The Planning & Zoning Commission unanimously recommended approval of this Final Plat.

Prior to filing the Final Plat the owner will need to comply with the following two items:

1. Per Article 2, Section 1.05. (b)(5) tax certificates from Denton County Tax Assessor showing that all taxes have been paid on the subject property.
 2. Per Article 11, Appendix B.a. Plat Checklist, the plat is missing required signatures.
-

Financial Summary

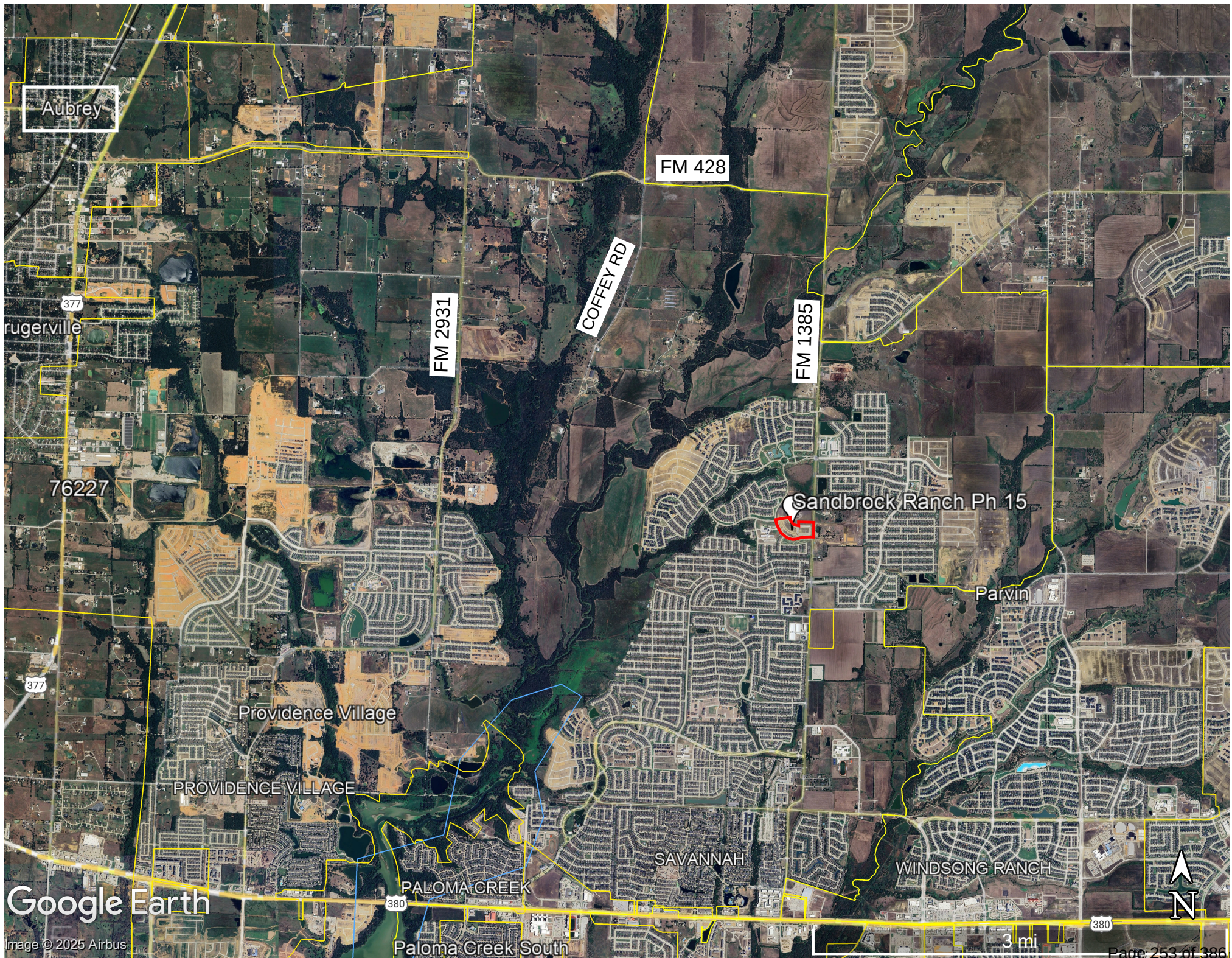
NA

Staff Recommended Action

Approve

Staff Recommended Motion

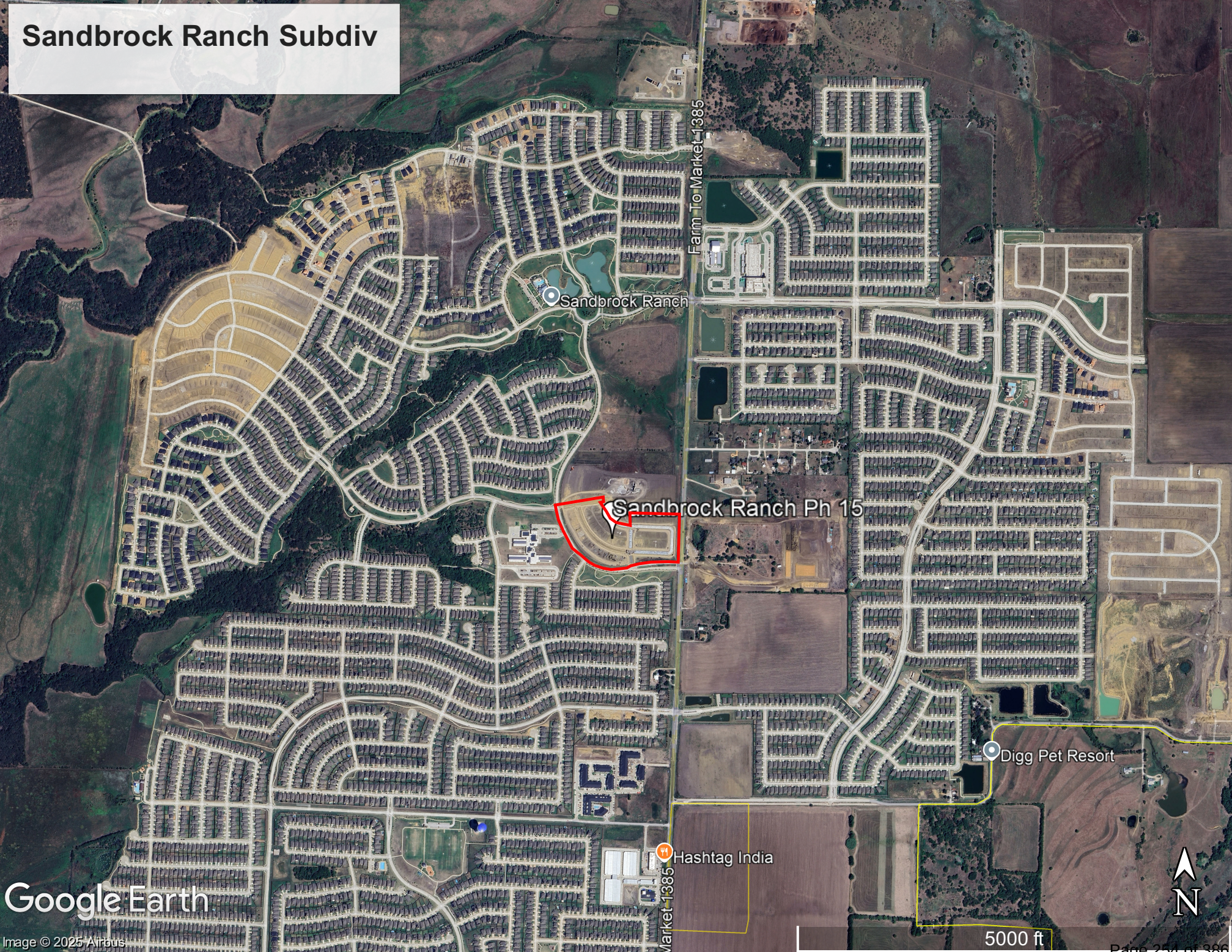
Motion to approve the Final Plat.



Google Earth

Image © 2025 Airbus

Sandbrock Ranch Subdiv



Google Earth

Image © 2025 Airbus

Hashtag India

Farm To Market 1385

Sandbrock Ranch

Sandbrock Ranch Ph 15

Digg Pet Resort



5000 ft



January 15, 2025

City of Aubrey Planning Staff and
Members of the Planning and Zoning Commission
107 S. Main Street
Aubrey, Texas 76227

**RE: Sandbrock Ranch, Phase 15 Final Plat
JBI Project No. ROS022**

Dear Planning Staff and Planning and Zoning Commission Members,

On behalf of Horizon/Deer Creek Development Corp. please accept this letter of intent to consider approval of a Final Plat for Sandbrock Ranch, Phase 15. The plat area is 16.682 acres consisting of 72 residential single-family lots and 1 right-of-way lot. This project is located within the Sandbrock Ranch Development of Denton County Municipal Utility District No. 6 at the intersection of Aubrey Parkway and FM1385. Three common areas are proposed with this plat. These common areas will be used to enhance the neighborhood astatically, provide residences meeting areas and recreational areas. A development agreement record exists for Sandbrock Ranch (Doc/Num: 2005-86674). The proposed lot sizes adhere to the approved Development Standards found in Exhibit D1 of the Development Agreement. This plat will provide 72 variance SF-5.5 residential lots.

Mustang Special Utility District will provide water and wastewater services to this project. The infrastructure has been installed and is pending acceptance by Mustang Special Utility District, included with this submittal are the Approved For Construction plans for the project.

The storm water runoff within this project will be directed within the streets via curb and gutters to proposed curb inlets and drainage pipes. The storm water collection system will be designed to convey the 100-year storm within a pipe system that will convey the flow to the existing Little Elm Creek. The infrastructure has been installed and is pending acceptance by Denton County MUD No. 6, included with this submittal are the Approved For Construction plans for this project.

We respectfully request this Final Plat be considered at the next Planning and Zoning Commission meeting. Please contact me if you have any questions.

Sincerely,

JBI PARTNERS, INC.

A handwritten signature in blue ink, appearing to read "Tyler Perkins".

Tyler Perkins, P.E.
972.738.0231
tperkins@jbipartners.com

- NOTES:
1. THIS PLAT CONFORMS TO REQUIREMENTS OF THE DEVELOPMENT AGREEMENT FOR THIS PROPERTY RECORDED IN DOCUMENT NUMBER 2005-88674 ON JULY 18, 2005 IN DENTON COUNTY, TEXAS RECORDS. AS SPECIFIED IN THE DEVELOPMENT AGREEMENT, THE DEVELOPMENT STANDARDS FOUND IN THE DEVELOPMENT AGREEMENT ARE THE SOLE DEVELOPMENT STANDARDS APPLICABLE TO THE PROPERTY.
 2. WATER AND WASTEWATER FACILITIES WITHIN THIS DEVELOPMENT WILL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT. MUSTANG SPECIAL UTILITY DISTRICT HOLDS THE WATER AND WASTEWATER CCN FOR THE PROPERTY. WATER AND WASTEWATER SEWER FACILITIES WILL BE OWNED, OPERATED AND MAINTAINED BY MUSTANG SPECIAL UTILITY DISTRICT.
 3. ROADWAY AND DRAINAGE FACILITIES WITHIN THIS DEVELOPMENT WILL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT. ROADWAY AND DRAINAGE FACILITIES WILL BE OWNED, OPERATED AND MAINTAINED BY DENTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 6. THE DISTRICT AGREES TO INDEMNIFY AND HOLD HARMLESS DENTON COUNTY FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE OBLIGATIONS OF SAID DISTRICT SET FORTH IN THIS PARAGRAPH.
 4. WALL MAINTENANCE EASEMENTS ARE TO BE DEDICATED TO THE HOA.
 5. ALL COMMON AREAS ARE DEDICATED TO AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION ESTABLISHED FOR THIS DEVELOPMENT.
 6. ALL PROPOSED LOTS SHALL HAVE A TWO (2') FOOT PRIVATE DRAINAGE EASEMENT ON THE SIDE YARDS PER THE TYPICAL LOT EASEMENT DETAIL. THE PRIVATE DRAINAGE EASEMENTS ARE FOR PRIVATE USE OF EACH LOT OWNER AND NOT A PUBLIC DRAINAGE EASEMENT. EACH LOT OWNER MAY PARTIALLY ENCROACH INTO THEIR PRIVATE DRAINAGE EASEMENT WITH THEIR PRIVATE UTILITY EQUIPMENT.
 7. PUBLIC SURFACE DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF BUILDING, FOUNDATIONS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY. BLOCKING THE FLOW OF WATER OR CONSTRUCTING IMPROVEMENTS IN SURFACE DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTING THE FLOODWAY IS PROHIBITED.
 8. THE SEVEN AND ONE HALF (7.5') FOOT UTILITY EASEMENTS ADJACENT TO THE STREET RIGHTS-OF-WAY AND ALONG THE FRONT OF THE LOTS SHALL BE EXCLUSIVELY FOR THE UNDERGROUND POWER, GAS, PHONE AND CABLE LINES.
 9. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF MUD UTILITIES AND BUILDING PERMITS.
 10. ALL CORNERS ARE ONE-HALF INCH IRON ROD SET WITH A YELLOW CAP STAMPED "JBI", UNLESS NOTED OTHERWISE.
 11. DENTON COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING CONDITIONS.
 12. NO CONSTRUCTION, WITHOUT WRITTEN APPROVAL FROM THE CITY OF AUBREY SHALL BE ALLOWED WITHIN AN IDENTIFIED "FIRM" FLOODPLAIN AREA, AND THEN ONLY AFTER A DETAILED FLOODPLAIN DEVELOPMENT PERMIT INCLUDING ENGINEERING PLANS AND STUDIES SHOW THAT NO RISE IN THE BASE FLOOD ELEVATION (BFE) WILL RESULT, THAT NO FLOODING WILL RESULT, THAT NO OBSTRUCTION TO THE NATURAL FLOW OF WATER WILL RESULT; AND SUBJECT TO ALL OWNERS OF THE PROPERTY AFFECTED BY SUCH CONSTRUCTION BECOMING A PARTY TO THE REQUEST, WHERE CONSTRUCTION IS PERMITTED, ALL FINISH FLOOR ELEVATIONS SHALL BE A MINIMUM OF TWO FOOT ABOVE THE 100-YEAR FLOOD ELEVATION.
 13. MUSTANG SPECIAL UTILITY DISTRICT IS THE WATER/WASTEWATER PROVIDER. (7985 FM2931, Aubrey, TX 76227)
 14. COSERV ELECTRIC IS THE ELECTRICAL PROVIDER. (7701 S STEMMONS FWY, CORINTH, TX 76210)
 15. ATMOS ENERGY IS THE NATURAL GAS PROVIDER. (106 N BRADSHAW ST, DENTON, TX 76205)

FLOOD STATEMENT: According to Community Panel No. 48121C0270G dated April 18, 2011 of the Federal Emergency Management Agency, National Flood Insurance Program Map, the subject property is located within Zone "X" (Areas determined to be outside of the 0.2% Annual Chance Floodplain). If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the Surveyor.

- LEGEND
- CIRF CAPPED IRON ROD FOUND
 - CIRS CAPPED IRON ROD SET (STAMPED "JBI")
 - IRF IRON ROD FOUND
 - UE UTILITY EASEMENT
 - BL BUILDING LINE SETBACK
 - VOL. VOLUME
 - PG. PAGE
 - DOC. DOCUMENT
 - NO. NUMBER
 - R.P.R.D.C.T. REAL PROPERTY RECORDS DENTON COUNTY, TEXAS
 - P.R.D.C.T. PLAT RECORDS DENTON COUNTY, TEXAS
 - C.R. COUNTY ROAD
 - RD. ROAD
 - F.M. FARM-TO-MARKET HIGHWAY
 - DE DRAINAGE EASEMENT
 - WME WALL MAINTENANCE EASEMENT
 - PDE PRIVATE DRAINAGE EASEMENT
 - SVE SIGHT VISIBILITY EASEMENT
 - R RADIUS
 - STREET NAME CHANGE INDICATOR
 - SIDEYARD EASEMENT NOTATION (SEE TYPICAL LOT EASEMENT DETAIL)

	ESTATE	SF-15	SF-7.2	SF-5.5	VARIANCE LOTS	TOTAL LOTS
PHASE 1A	0	0	43	157	0	200
PHASE 1B	0	0	83	0	0	83
PHASE 2	0	0	0	21	90	111
PHASE 3	0	0	84	0	0	84
PHASE 4	0	0	7	16	80	103
PHASE 5	0	0	142	148	0	290
PHASE 6	0	0	94	50	86	230
PHASE 7	0	0	4	17	83	104
PHASE 8	0	0	0	0	45	45
PHASE 9	0	0	63	104	0	167
PHASE 10	0	0	21	84	42	147
PHASE 11	0	0	112	0	0	112
PHASE 12	0	0	45	85	0	130
PHASE 13	0	0	143	139	0	282
PHASE 14	0	0	43	80	0	123
PHASE 15	0	0	0	0	72	72
PHASE 16	0	0	0	0	0	0
TOTAL	0	0	884	901	498	2,283

LINE TABLE		
NO.	BEARING	LENGTH
L1	S88°34'19"E	59.82'
L2	S55°25'05"E	14.41'
L3	S48°25'54"E	15.29'
L4	N46°25'41"E	14.14'
L5	N34°30'20"E	13.85'
L6	S56°04'10"E	14.58'
L7	S43°34'19"E	14.14'
L8	N40°46'23"E	12.68'
L9	S43°34'19"E	14.14'
L10	N46°25'41"E	14.14'
L11	N43°34'19"W	14.14'
L12	N46°25'41"E	14.14'
L13	S86°28'30"E	126.58'
L14	N36°47'50"E	14.41'
L15	N83°57'26"E	50.00'
L16	S53°07'35"E	13.85'
L17	S04°00'15"E	50.00'
L18	S35°44'34"W	13.05'
L19	S30°00'19"W	7.54'
L20	S58°48'38"E	6.37'
L21	N49°47'00"E	27.17'

CURVE TABLE				
NO.	LENGTH	DELTA	RADIUS	TANGENT
C1	82.44'	017°23'52"	271.50'	41.54'
C2	63.45'	015°54'38"	228.50'	31.93'
C3	14.25'	001°03'09"	776.00'	7.13'
C4	11.40'	000°53'59"	726.00'	5.70'
C5	13.46'	000°59'42"	775.00'	6.73'
C6	140.45'	018°32'32"	434.00'	70.85'
C7	222.26'	055°51'16"	228.00'	120.86'
C8	306.81'	023°24'26"	751.00'	155.57'
C9	531.29'	055°51'16"	545.00'	288.89'
C10	60.99'	011°38'51"	300.00'	30.60'
C11	246.64'	055°51'16"	253.00'	134.11'
C12	187.05'	023°20'54"	459.00'	94.84'
C13	79.09'	005°39'51"	800.00'	39.58'
C14	47.83'	003°38'57"	751.00'	23.92'
C15	39.64'	000°49'00"	2781.00'	19.82'

LOT AREA TABLE		
BLOCK-LOT	SQUARE FEET	ACRES
A-1	6,327	0.145
A-2	5,786	0.133
A-3	5,786	0.133
A-4	5,786	0.133
A-5	5,786	0.133
A-6	5,871	0.135
A-7	5,885	0.135
A-8	5,885	0.135
A-9	5,885	0.135
A-10	5,885	0.135
A-11	5,885	0.135
A-12	5,885	0.135
A-13	5,885	0.135
A-14	5,885	0.135
A-15	5,885	0.135

LOT AREA TABLE		
BLOCK-LOT	SQUARE FEET	ACRES
A-16	5,885	0.135
A-17	5,885	0.135
A-18	5,885	0.135
A-19	5,831	0.134
A-20X	64,705	1.485
B-1	6,463	0.148
B-2	5,750	0.132
B-3	5,750	0.132
B-4	5,750	0.132
B-5	6,360	0.146
B-6	6,422	0.147
B-7	5,909	0.136
B-8	5,909	0.136
B-9	5,909	0.136
B-10	5,909	0.136

LOT AREA TABLE		
BLOCK-LOT	SQUARE FEET	ACRES
B-11	5,909	0.136
B-12	5,909	0.136
B-13	5,977	0.137
B-14	7,281	0.167
B-15	7,403	0.170
B-16	6,458	0.148
B-17	6,458	0.148
B-18	6,458	0.148
B-19	6,458	0.148
B-20	6,458	0.148
B-21	6,337	0.145
B-22	6,155	0.141
B-23	6,155	0.141
B-24	6,612	0.152
B-25X	4,749	0.109

LOT AREA TABLE		
BLOCK-LOT	SQUARE FEET	ACRES
C-1	6,605	0.152
C-2	5,445	0.125
C-3	5,445	0.125
C-4	5,445	0.125
C-5	5,445	0.125
C-6	5,445	0.125
C-7	5,445	0.125
C-8	5,445	0.125
C-9	6,605	0.152
C-10	6,605	0.152
C-11	5,445	0.125
C-12	5,445	0.125
C-13	5,445	0.125
C-14	5,445	0.125
C-15	5,445	0.125

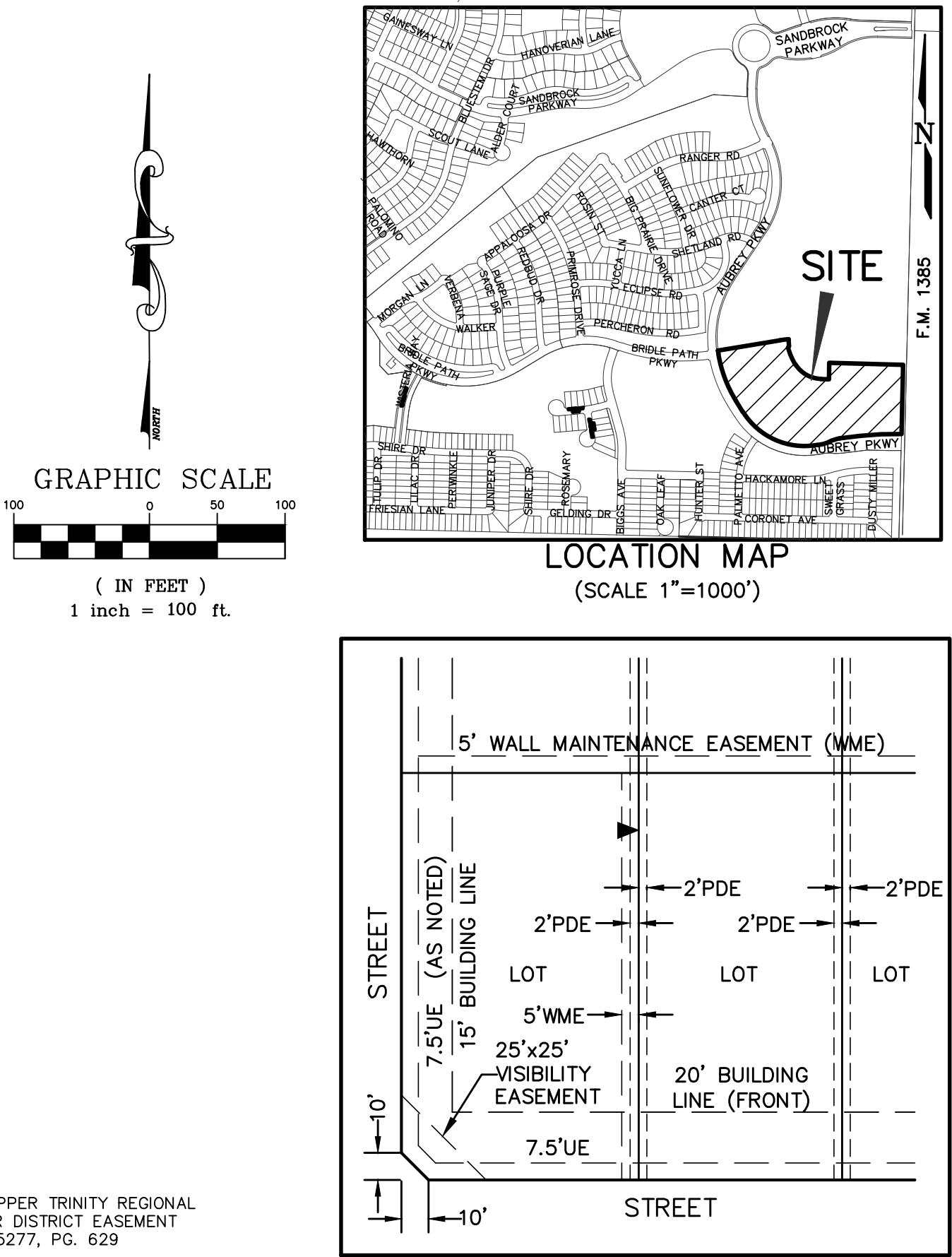
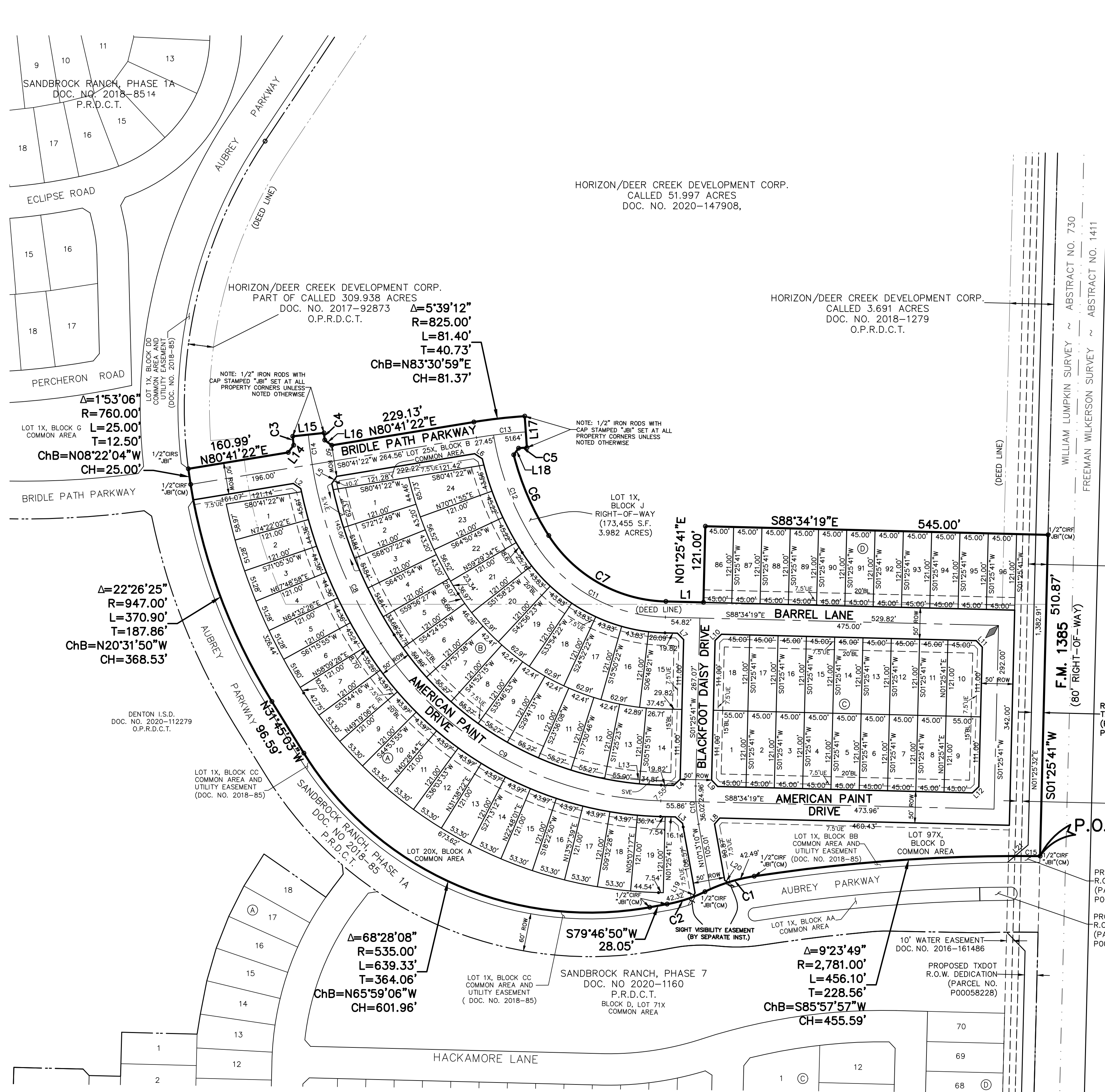
JANUARY 14, 2025 Sheet 1 of 2

BASIS OF BEARINGS

The bearings shown and recited hereon are referenced to the Texas State Plane Coordinate System - Texas North Central Zone No. 4202 - NAD 83 (surface to grid scale factor 0.999849392677).

SPECIAL NOTE TO LOT SURVEYORS:

1. REFER TO TYPICAL LOT EASEMENT DETAIL FOR 2' DRAINAGE EASEMENTS AND 5' WALL MAINTENANCE EASEMENTS.



FINAL PLAT
SANDBROOK RANCH, PHASE 15

BLOCK A, LOTS 1-19, 20X; BLOCK B, LOTS 1-24, 25X;
BLOCK C, LOTS 1-18; BLOCK D, LOTS 86-96, 97X
BLOCK J, LOT 1X.

16.682 ACRES OUT OF THE
WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730
CITY OF AUBREY ETJ

MUNICIPAL UTILITY DISTRICT NO. 6
DENTON COUNTY, TEXAS

HORIZON/DEER CREEK DEVELOPMENT CORP. OWNER/DEVELOPER
5760 Legacy Drive, Suite B3-388 (972) 789-3500
Plano, Texas 75024

JB! PARTNERS, INC. SURVEYOR/ENGINEER
2121 Midway Road, Suite 300 (972)248-7676
Carrollton, Texas 75006
TBPE No. F-438 TBPLS No. 10076000

72 RESIDENTIAL LOTS
3 COMMON AREA LOTS
1 RIGHT-OF-WAY LOTS

LEGAL DESCRIPTION

BEING a tract of land located in the William Lumpkin Survey, Abstract No. 730, Denton County, Texas, being part of that called 309.938 acre tract of land described in deed to Horizon/Deer Creek Development Corporation as recorded in Document No. 2017-92873, part of that called 3.691 acre tract of land described in deed to Horizon/Deer Creek Development Corporation as recorded in Document No. 2018-1279 and part of that called 51.997 acre tract described in deed to Horizon/Deer Creek Development Corporation as recorded in Document No. 2020-147908, all in the Official Public Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a one-half iron rod with cap stamped "JBI" found (hereinafter called "capped iron rod found") in the east line of said 309.938 acre tract, said point being located in the west right-of-way line of F.M. Highway No. 1385 (80 foot R.O.W. at this point), being the northeast corner of Lot 1X, Block BB, Sandbrock Ranch, Phase 1A, an addition to Denton County, Texas as recorded as Document No. 2018-85, Plat Records, Denton County, Texas;

THENCE along a northerly and easterly line of said Sandbrock Ranch Phase 1A as follows:

Along a curve to the left through a central angle of 09 degrees 23 minutes 49 seconds, having a radius of 2781.00 feet, an arc length of 456.10 feet, a chord bearing of South 85 degrees 57 minutes 57 seconds West and a chord distance of 455.59 feet to a capped iron rod found for corner, the beginning of a compound curve to the left;

Along said curve to the left through a central angle of 17 degrees 23 minutes 52 seconds, having a radius of 271.50 feet, an arc length of 82.44 feet, a chord bearing of South 72 degrees 34 minutes 07 seconds West and a chord distance of 82.12 feet to a capped iron rod found for corner, the beginning of a reverse curve to the right;

Along said curve to the right through a central angle of 15 degrees 54 minutes 38 seconds, having a radius of 228.50 feet, an arc length of 63.45 feet, a chord bearing of South 71 degrees 49 minutes 30 seconds West and a chord distance of 63.25 feet to a capped iron rod found for corner;

South 79 degrees 46 minutes 50 seconds West for a distance of 28.05 feet to a capped iron rod found for corner, the beginning of a curve to the right;

Along said curve to the right through a central angle of 68 degrees 28 minutes 08 seconds, having a radius of 535.00 feet, an arc length of 639.33 feet, a chord bearing of North 65 degrees 59 minutes 06 seconds West and a chord distance of 601.96 feet to a one-half inch iron rod with cap stamped "JBI" set for corner (hereinafter called "capped iron rod set");

North 31 degrees 45 minutes 03 seconds West for a distance of 96.59 feet to a capped iron rod set for corner, the beginning of a curve to the right;

Along said curve to the right through a central angle of 22 degrees 26 minutes 25 seconds, having a radius of 947.00 feet, an arc length of 370.90 feet, a chord bearing of North 20 degrees 31 minutes 50 seconds West and a chord distance of 368.53 feet to a capped iron rod found for corner, the beginning of a compound curve to the right;

Along said curve to the right through a central angle of 01 degrees 53 minutes 06 seconds, having a radius of 760.00 feet, an arc length of 25.00 feet, a chord bearing of North 08 degrees 22 minutes 04 seconds West, and a chord distance of 25.00 feet to a capped iron rod set for corner;

THENCE departing said easterly line of said Sandbrock Ranch Phase 1A, North 80 degrees 41 minutes 22 seconds East for a distance of 160.99 feet to a capped iron rod set for corner;

THENCE, North 36 degrees 47 minutes 50 seconds East, a distance of 14.41 feet to a capped iron rod set for corner, the beginning of a non-tangent curve to the right;

THENCE, along said curve to the right through a central angle of 01 degrees 03 minutes 59 seconds, having a radius of 776.00 feet, an arc length of 14.25 feet, a chord bearing of North 06 degrees 11 minutes 59 seconds West and a chord distance of 14.25 feet to a capped iron rod set for corner;

THENCE, North 83 degrees 57 minutes 26 seconds East for a distance of 50.00 feet to a capped iron rod set for corner, the beginning of a non-tangent curve to the left;

THENCE, along said curve to the left through a central angle of 00 degrees 53 minutes 59 seconds, having a radius of 726.00 feet, an arc length of 11.40 feet, a chord bearing of South 06 degrees 05 minutes 53 seconds and a chord distance of 11.40 feet to a capped iron rod set for corner;

THENCE, South 53 degrees 07 minutes 35 seconds East for a distance of 13.85 feet to a capped iron rod set for corner;

THENCE, North 80 degrees 41 minutes 22 seconds East for a distance of 229.13 feet to a capped iron rod set for corner for the beginning of a curve to the right;

THENCE, along said curve to the right through a central angle of 05 degrees 39 minutes 12 seconds, having a radius of 825.00 feet, an arc length of 81.40 feet, a chord bearing of North 83 degrees 30 minutes 59 seconds East and a chord distance of 81.37 feet to a capped iron rod set for corner;

THENCE, South 04 degrees 00 minutes 15 seconds East for a distance of 50.00 feet to a capped iron rod set for corner, the beginning of a non-tangent curve to the left;

THENCE, along said curve to the left through a central angle of 00 degrees 59 minutes 42 seconds, having a radius of 775.00 feet, an arc length of 13.46 feet, a chord bearing of South 85 degrees 52 minutes 05 seconds West and a chord distance of 13.46 feet to a capped iron rod set for corner;

THENCE, South 35 degrees 44 minutes 34 seconds West for a distance of 13.05 feet to a capped iron rod set for corner, the beginning of a non-tangent curve to the left;

Along said curve to the left through a central angle of 18 degrees 32 minutes 32 seconds, having a radius of 434.00 feet, an arc length of 140.45 feet, a chord bearing South 23 degrees 26 minutes 47 seconds East and a chord distance of 139.84 feet to a capped iron rod set for corner, the beginning of a compound curve to the left;

Along said curve to the left through a central angle of 55 degrees 51 minutes 16 seconds, having a radius of 228.00 feet, an arc length of 222.26 feet, chord bearing South 60 degrees 38 minutes 41 seconds East for a distance of 213.57 feet to a capped iron rod set for corner;

South 88 degrees 34 minutes 19 seconds East for a distance of 59.82 feet to a capped iron rod set for corner;

North 01 degrees 25 minutes 41 seconds East for a distance of 121.00 feet to a capped iron rod set for corner;

South 88 degrees 34 minutes 19 seconds East for a distance of 545.00 feet to a capped iron rod found for corner in the east line of said 3.691 acre tract and the west right-of-way line of F.M. Highway No. 1385

THENCE South 01 degrees 25 minutes 41 seconds West for a distance of 510.87 feet to the POINT OF BEGINNING and containing 726,655 square feet or 16.682 acres of land.

STATE OF TEXAS §

COUNTY OF DENTON §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, HORIZON/DEER CREEK DEVELOPMENT CORP., acting by and through its duly authorized officer, does hereby adopt this plat designating the hereinabove described property as **SANDBROCK RANCH, PHASE 15**, an addition to Denton County, Texas, and does hereby dedicate, in fee simple, to Denton County Municipal Utility District No. 6 (DCMUD6), the exclusive use forever of the streets, alleys and public use areas shown hereon, and does hereby dedicate the easements shown on the plat for the purposes indicated to the DCMUD6 use forever, said dedications being free and clear of all liens and encumbrances except as shown hereon.

WITNESS MY HAND this ____ day of _____, 2025.

HORIZON/DEER CREEK DEVELOPMENT CORPORATION, a Texas corporation

By: _____
Rod Sanders, President

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared Rod Sanders, 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 and in the capacity therein stated.

WITNESS MY HAND this ____ day of _____, 2025.

Notary Public in and for the State of Texas

UTRWD Easement Plat Notes

1. UPPER TRINITY REGIONAL WATER DISTRICT (UTRWD) hereby retains all its preexisting dominant and superior legal property rights established in instrument NO. 2003-R0026778. All work, crossings and other activities within the easement shall be submitted to UTRWD for review and approval. No work shall be performed within UTRWD's easement without written authorization from UTRWD. Contact UTRWD at 972-219-1228 and www.utrwd.com.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

I, William J. Johnson, Surveyor, do hereby certify that I have prepared this plat from an actual on the ground survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision in accordance with the Denton County Subdivision Rules and Regulations.

Dated this the _____ day of _____, 2025.

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed upon as a final survey document".

William J. Johnson, R.P.L.S. No. 5426



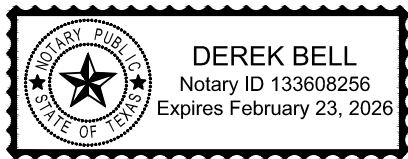
STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared WILLIAM J. JOHNSON, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2025.

Notary Public, State of Texas



CERTIFICATE OF FINAL PLAT APPROVAL

This Final Plat was reviewed and approved by the City Council of the City of Aubrey, Texas the

_____ day of _____, 2025.

Chris Rich, Mayor
City of Aubrey, Texas

FINAL PLAT
SANDBROCK RANCH, PHASE 15

BLOCK A, LOTS 1-19, 20X; BLOCK B, LOTS 1-24, 25X;
BLOCK C, LOTS 1-18; BLOCK D, LOTS 86-96, 97X
BLOCK J, LOT 1X.

16.682 ACRES OUT OF THE
WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730
CITY OF AUBREY ETJ

MUNICIPAL UTILITY DISTRICT NO. 6
DENTON COUNTY, TEXAS

HORIZON/DEER CREEK DEVELOPMENT CORP. **OWNER/DEVELOPER**

5760 Legacy Drive, Suite B3-388 (972) 789-3500
Plano, Texas 75024

JB PARTNERS, INC. **SURVEYOR/ENGINEER**

2121 Midway Road, Suite 300 (972)248-7676
Carrollton, Texas 75006

TBPE No. F-438 TBPLS No. 10076000

72 RESIDENTIAL LOTS
3 COMMON AREA LOTS
1 RIGHT-OF-WAY LOTS

JANUARY 14, 2025 Sheet 2 of 2

SPECIAL NOTE TO LOT SURVEYORS:

1. REFER TO TYPICAL LOT EASEMENT DETAIL FOR 2' DRAINAGE EASEMENTS AND 5' WALL MAINTENANCE EASEMENTS.

WINSTEAD

November 30, 2004

direct dial: 214.745.5149
jmarshall@winstead.comMr. Jay Hawes
Provident Realty Advisors
5400 LBJ Freeway, Suite 975
Dallas, TX 75240

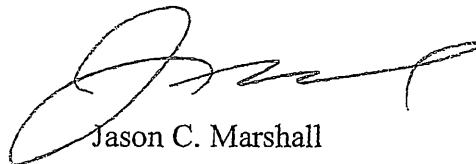
Re: Development Agreement, City of Aubrey

Dear Jay:

Please find enclosed two originally executed counterparts of the Development Agreement between Sandbrock Investments, Inc. and the City of Aubrey.

Should you have any questions, please do not hesitate to contact me.

Sincerely,


Jason C. MarshallJCM:lkf
EnclosuresDallas_1\4075278\1
19550-11 11/29/2004

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is made and entered into by and between the City of Aubrey, Texas, a general law city (the "City"), and SANDBROCK INVESTMENTS, INC., a Texas corporation ("Owner").

RECITALS:

WHEREAS, Owner is the owner of the approximately 2,422 acres of land described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Property is located wholly outside the extraterritorial jurisdiction ("ETJ") of the City; not in the ETJ of any other city; and contiguous to the ETJ of the City at or near F.M. Road 2931 and F.M. Road 1385; and

WHEREAS, Owner desires to begin planning for the long term development of the Property, including the providing of water, sanitary sewer, drainage and roads to serve the Property, and the City is desirous of assisting in such planning; and

WHEREAS, the Property lies within an area for which Mustang Special Utility District ("Mustang SUD") has been certificated by the Texas Commission on Environmental Quality ("TCEQ") for the providing of retail water and sanitary sewer service; and

WHEREAS, Owner is amenable to Mustang SUD acting as the retail provider of water and sanitary sewer service to the Property, but Owner wishes to create one or more conservation and reclamation districts encompassing all of the Property in order to finance the construction of the water, sanitary sewer and drainage facilities and roads serving the Property; and

WHEREAS, following the construction of the water and sanitary sewer facilities Owner intends to turn such facilities over to Mustang SUD for operation and maintenance; and

WHEREAS, following construction of the drainage improvements and roads, Owner intends the conservation and reclamation district encompassing such facilities to be responsible for the operation and maintenance of such facilities; and

WHEREAS, the City and Denton County have entered into an agreement pursuant to which the City reviews and approves plats within the ETJ of the City; and

WHEREAS, Owner desires to include the Property in the ETJ of the City if the City is willing to (i) establish the long term development standards for the Property, and (ii) consent to the creation of the conservation and reclamation district(s) serving the Property.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the parties agree as follows:

AGREEMENT:

1. Expansion of ETJ. This Agreement shall constitute Owner's request for the City to include the Property in the ETJ of the City. Simultaneously, with the approval of this Agreement, the City shall adopt an Ordinance expanding the City's ETJ to include the Property.

2. Ordinance Consenting to Creation of a Conservation and Reclamation District. Simultaneously with the City expanding its ETJ to include the Property, the City shall adopt (i) the Ordinance attached hereto as Exhibit "B", consenting to the creation of a fresh water supply district operating pursuant to Texas Water Code, Chapter 53 and related statutes encompassing the Property (the "FWSD") and requesting the Denton County Commissioners Court create the FWSD, and (ii) the Ordinance attached hereto as Exhibit "C," consenting, in the alternative, to the creation of three (3) municipal utility districts to serve the Property (the "MUDs").

Following the City's adoption of the above ordinances Owner will proceed to create either the FWSD or the MUDs to serve the Property.

3. Development Standards. Upon the City's approval of Owner's request for expansion of the City's ETJ to include the Property, Owner agrees to develop the Property in accordance with the development standards attached hereto as Exhibit "D-1" and "D-2" (the "Development Standards"). The Development Standards shall be the sole development standards applicable to the Property.

4. It is expressly understood and agreed that the City shall have no involvement, right of control, supervision or direction over the development of the Property nor the means, methods, sequences, procedures and techniques utilized to complete any of the Development. There shall be no joint control over any of the development design or construction. Developer agrees to fully defend, indemnify and hold harmless the City from any claim, proceeding, cause of action, judgment, penalty or any other cost or expense, including, but not limited to, attorneys fees, arising or growing out of or associated with any part of the development of the Property by the Developer, its contractors, subcontractors or any of their agents, representatives or assigns.

5. Facilities Plan. Upon the City's approval of Owner's request for expansion of the City's ETJ to include the Property, Owner agrees that development of the Property will include installation of water, sanitary sewer, drainage and roadway facilities. Owner agrees to cooperate in the installation of oversized water, sanitary sewer and drainage facilities, in order to serve the future needs of City's residents. The cost of installation of the oversized facilities shall be shared between City and Owner based upon Owner paying the cost of the facilities sized to serve the Property and the City paying the incremental cost of any oversizing requested by the City.

6. Interlocal Agreement Regarding Public Facilities and Services. Upon creation of either the FWSD or MUDs, the City shall enter into an agreement substantially in the form attached hereto as Exhibit "E" with the FWSD or each of the MUDs.

4. Plat Approval. Upon the ETJ of the City being expanded to include the Property, the City shall approve any required plats for the Property that are submitted and are in compliance with the Development Standards.

5. Annexation. In return for the agreements of Owner contained herein, the City agrees that it will not annex any portion of the Property into the boundaries of the City for a period of fifteen (15) years from the Effective Date hereof. Prior to the expiration of such 15-year period, the City may (but is under no obligation to) extend the immunity from annexation provided by this Agreement for additional periods not to exceed 15 years each; provided, the total duration of the immunity from annexation provided by this Agreement shall not exceed 45 years.

6. Recitals. The parties hereto agree that the Recitals contained herein are true and correct and are incorporated into the Agreement for all purposes.

7. Termination. This Agreement shall remain in effect for a period of fifteen (15) years from the Effective Date hereof. Prior to the expiration of such fifteen (15) year period, the City may (but is under no obligation to) extend the term hereof for additional periods not to exceed fifteen (15) years each; provided, the total duration of the term of this Agreement shall not exceed 45 years.

8. Entire Agreement. This Agreement, including Exhibits "A," "B," "C," "D-1," "D-2", and "E" contains the entire agreement between the parties with respect to the transactions contemplated herein.

9. Amendment. This Agreement may only be amended, altered or revoked by written instrument signed by the Owner and the City.

10. Successors and Assigns. This Agreement shall be binding upon all successors and assigns of City or Owner. Notwithstanding the preceding, this Agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot.

11. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Owner: SANDBROCK INVESTMENTS, INC.
 c/o J. Baker Corporation
 12890 Hillcrest, Suite 103
 Dallas, Texas 75230

with a copy to: Mr. Art Anderson
Winstead Sechrest & Minick
5400 Renaissance Tower
1201 Elm Street
Dallas, Texas 57270-2199

City of Aubrey: Mayor
City of Aubrey
107 S. Main Street
Aubrey, Texas 76227

with copies to: Mr. Clark McCoy
Wolfe, Tidwell & McCoy, LLP
123 N. Crockett, Suite 100
Sherman, Texas 75090

12. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either party.

13. Applicable Law. This Agreement is made, and shall be construed in accordance with the laws of the State of Texas and venue shall lie in Denton County, Texas. City agrees that immunity from suit is waived solely for the purpose of enforcing the terms of this agreement, if necessary.

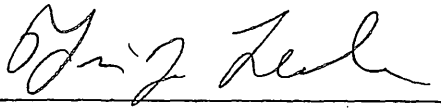
14. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

15. Authority. By executing below, City and Owner agree that they have all necessary authority to enter into this Agreement, including any necessary approval by partners, directors or council members. In particular, the parties intend that effective the date the Property is annexed into the ETJ of the City, this Agreement shall constitute an agreement entered into pursuant to the authority of Subchapter G, Chapter 212, Texas Local Government Code.

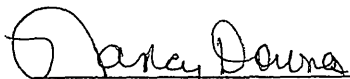
16. Effective Date. This Agreement shall take effect on the date the City adopts an Ordinance expanding the City's ETJ to include the Property (the "Effective Date").

CITY:

CITY OF AUBREY, TEXAS

By 
Mayor

Attest:


City Secretary

APPROVED AS TO FORM

Jason Marshall says
not having this signed by City attorney is OK
City Attorney

OWNER:

SANDBROCK INVESTMENTS, INC., a Texas
corporation

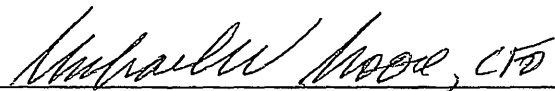
By: 
Name: Michael W. Moore
Title: CFO

Exhibit "A"
Property Description

Exhibit "B"
**City Ordinance Consenting to Creation
of a Fresh Water Supply District**

Exhibit "C"
**City Ordinance Consenting to Creation of
Certain Municipal Utility Districts**

Exhibit "D-1" "D-2"
Development Standards

Exhibit "E"
Interlocal Agreement

Exhibit "A"

Property Description

BEING a tract of land situated in the W. Lumpkin Survey, Abstract No. 730 and the F. Pollard Survey, Abstract No. 995 Denton County, Texas, the subject tract consisting of the following fourteen (14) tracts of land; that called 444.091 acre tract conveyed to M.W. Carr, Trustee, according to the Special Warranty Deed recorded in Volume 2861, Page 751 of the Land Records of Denton County, Texas (LRDCT), those tracts conveyed to Manson Harris, Trustee as follows; the six(6) tracts identified as Tracts One, Two, Six, Nine, Ten and Eleven according to the deed recorded in Volume 410, Page 361 (LRDCT); the two(2) tracts identified as Tract No. One and Tract No. Two according to the deed recorded in Volume 419, Page 357 (LRDCT), those two(2) tracts identified as First tract and Second tract according to the Warranty Deed recorded in Volume 409, Page 370 (LRDCT), a portion of that tract conveyed by the warranty deed recorded in Volume 419, page 463 (LRDCT); that tract conveyed to James Allison Cosby, Trustee, according to the General Warranty Deed recorded in Volume 665, Page 237 (LRDCT); that tract conveyed to W. Place Carr, III according to the Warranty Deed recorded in Volume 5304, Page 0629; and that tract conveyed to William Plack Carr, Jr. according to the General Warranty Deed recorded in Volume 871, Page 381 (LRDCT), the total subject tract being more particularly described as follows;

BEGINNING at a point on the East line of FM 2931 and at the northwest corner of a tract of land owned by said Manson Harris, Trustee according to the deed recorded in Volume 419, Page 463 (LRDCT), said beginning point further being located on the north line of said W. Lumpkin Survey Abstract No. 730 and approximately 476.4 feet Easterly from the northwest corner of said W. Lumpkin Survey, a 1/2" iron pin with a cap stamped Tipton Engineering, Inc. set at corner, from which a wood right-of-way monument bears N 23° 12' 18" W, a distance of 163.82 feet;

THENCE, along the easterly line of said FM 2931 according to the deed recorded in Volume 573, Page 561 the following;

Around a curve to the left having a central angle of 14° 30' 13", a radius of 1,195.92 feet, and a chord of N 09° 58' 05" E - 301.92 feet, an arc distance of 302.73 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

N 02° 42' 59" E, a distance of 1,456.00 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

N 08° 25' 37" E, a distance of 100.50 feet to a wood highway monument found at corner;

N 02° 42' 59" E, a distance of 300.00 feet to a wood highway monument found at corner;

N 02° 59' 39" W, a distance of 100.50 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

N 02° 42' 59" E, a distance of 68.85 feet to the northwest corner of that tract identified as Tract 2 of said Manson Harris, Trustee deed (Volume 410, Page 361) a nail in a wood right-of-way monument found at corner;

THENCE, S 86° 30' 22" E, along the south line of a tract of land conveyed to R.W. Noble, ET UX according to the deed recorded in Volume 1726, Page 881 (LRDCT), and the north line of said Manson Harris Trustee Tract 2

(Volume 410, Page 361), distance of 3,068.71 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner in the centerline of a creek identified as Hawling Branch;

THENCE, in a southerly direction along the centerline meanders of said Hawling Branch and a common line with a tract of land conveyed to James Williams according to the deed recorded in Volume 577, Page 328 (LRDCT), the following;

S 00° 54' 06" W, a distance of 24.28 feet;

S 28° 00' 45" W, a distance of 40.68 feet;

S 30° 49' 09" E, a distance of 39.42 feet;

S 18° 53' 27" E, a distance of 58.73 feet;

S 75° 33' 59" E, a distance of 33.71 feet;

S 21° 51' 14" E, a distance of 20.06 feet to a point in the approximate centerline of Pecan Creek;

THENCE, continuing along the centerline meanders of Pecan Creek and in an Easterly direction along a common property line between the James Williams tract and a tract of land identified as Tract 2 and conveyed to Manson Harris, Trustee according to the deed recorded in Volume 409, Page 370 (LRDCT) the following;

S 67° 19' 05" E, a distance of 26.06 feet;

N 43° 07' 31" E, a distance of 53.45 feet;

N 61° 07' 26" E, a distance of 45.20 feet;

N 69° 27' 32" E, a distance of 44.65 feet;

N 79° 13' 17" E, a distance of 47.64 feet;

N 80° 21' 32" E, a distance of 119.04 feet;

S 81° 36' 44" E, a distance of 50.18 feet;

N 86° 12' 28" E, a distance of 116.29 feet;

S 67° 59' 39" E, a distance of 72.39 feet;

N 78° 01' 35" E, a distance of 60.84 feet;

N 69° 59' 16" E, a distance of 79.88 feet;

N 43° 16' 20" E, a distance of 30.34 feet to a point on the previously mentioned W. Lumpkin Survey – Abstract No. 730 north line;

THENCE, S 86° 30' 02" E, along the north line of said W. Lumpkin Survey – Abstract No. 730, the north line of said Manson Harris, Trustee Tract 2 (Volume 409, Page 370) and the south line of a tract of land conveyed to Tom L. Decker according to the deed recorded in Volume 959, Page 71 (LRDCT), a distance of 1,096.88 feet to the northeast corner of said Manson Harris, Trustee Tract 2, a PK nail found in asphalt at corner near the centerlines intersection of Coffey Road (a Public ROW) and Bonar Road (a Public ROW);

THENCE, S 86° 03' 33" E, along the approximate centerline of said Bonar Road and continuing along said W. Lumpkin Survey – Abstract No. 730 north line and the south line of the Tom L. Decker Tract and along the north line of a tract of land conveyed to Manson Harris, Trustee and identified as Tract 6 in the deed recorded in Volume 410, Page 361, a distance of 2,243.77 feet to a point being the southeast corner of a said Tom L. Decker tract, the southwest corner of a tract of land conveyed to Tom W. Mitchum according to the deed recorded in County Clerk File Number 93-0032522 (LRDCT), a 60-d nail found in asphalt at corner;

THENCE, S 83° 02' 32" E, along the common line between said Manson Harris, Trustee Tract 6 and said Tom W. Mitchum and proceeding along the centerline of said Bonar Road, a distance of 165.23 feet to a 60-d nail found at corner;

THENCE, S 74° 58' 57" E, continuing along the said Manson Harris Trustee Tract 6 north line the centerline of Bonar Road a distance of 60.76 feet to a 60d nail found in asphalt near the centerline of Pure Country Road at corner;

THENCE, continuing along the northeasterly line of said Manson Harris Trustee, Tract No. 6 and along an old abandoned ROW of Bonar Road, the following;

S 50° 12' 20" E, a distance of 78.74 feet;

S 47° 45' 47" E, a distance of 117.54 feet;

S 46° 00' 20" E, a distance of 148.71 feet;

S 34° 45' 33" E, a distance of 117.90 feet;

S 01° 21' 31" E, a distance of 101.33 feet;

S 25° 33' 40" W, a distance of 182.31 feet;

S 08° 22' 54" W, a distance of 96.08 feet;

S 24° 54' 57" E, a distance of 78.35 feet;

S 31° 53' 17" E, a distance of 151.31 feet;

S 12° 04' 56" E, a distance of 137.65 feet;

S 21° 26' 35" E, a distance of 245.92 feet to a point in the centerline of Little Elm Creek and most westerly northwesterly corner of a tract of land conveyed to M.W. Carr, Trustee according to the deed recorded in Volume 2861, Page 751 (LRDCT);

THENCE, up the meanders of the centerline of Little Elm Creek, the following;

S 60° 49' 46" E, a distance of 141.43 feet;

N 68° 40' 14" E, a distance of 204.70 feet;

N 24° 36' 46" W, a distance of 232.40 feet;

N 54° 26' 14" E, a distance of 187.00 feet;

S 64° 02' 46" E, a distance of 423.10 feet;

N 49° 18' 15" E, a distance of 159.80 feet;

N 15° 47' 14" E, a distance of 449.20 feet;

N 42° 07' 46" W, a distance of 436.60 feet;

N 30° 06' 14" E, a distance of 437.00 feet;

N 57° 08' 14" E, a distance of 180.10 feet;

N 79° 38' 14" E, a distance of 443.80 feet;

N 62° 51' 44" E, a distance of 503.70 feet;

N 80° 33' 20" E, a distance of 494.03 feet;

N 21° 34' 46" W, a distance of 230.70 feet;

N 34° 21' 46" W, a distance of 153.50 feet;

N 20° 53' 14" E, a distance of 171.30 feet;

S 82° 31' 46" E, a distance of 239.90 feet;

N 87° 11' 14" E, along or near an old fence, a distance of 84.70 feet;

THENCE, N 80° 06' 14" E, along or near a fence a distance of 361.10 feet;

THENCE, S 87° 30' 46" E, a distance of 1,094.70 feet;

THENCE, N 32° 07' 46" W, a distance of 240.90 feet;

THENCE, N 12° 06' 46" W, a distance of 161.25 feet;

THENCE, N 05° 32' 14" E, a distance of 308.30 feet;

THENCE, N 25° 37' 46" W, a distance of 306.70 feet;

THENCE, N 46° 28' 14" E, a distance of 49.30 feet;

THENCE, S 87° 15' 46" E, a distance of 420.85 feet;

THENCE, N 89° 32' 14" E, continuing along the property line between said J.T. Pickens tract and the subject tract and along or near a fence, a distance of 546.80 feet to a corner near a creek;

THENCE, N 07° 32' 14" E, a distance of 301.10 feet to a point near a creek;

THENCE, N 63° 17' 14" E, a distance of 120.20 feet to a point in Little Elm Creek;

THENCE, continuing along the previously mentioned common property line and up the centerline meanders of said Little Elm Creek, the following;

N 19° 20' 14" E, a distance of 285.40 feet;

N 37° 13' 14" E, a distance of 202.00 feet;

N 68° 34' 14" E, a distance of 108.90 feet;

N 58° 26' 14" E, a distance of 323.90 feet;

S 63° 01' 46" E, a distance of 161.60 feet;

N 68° 03' 14" E, a distance of 73.30 feet;

S 38° 19' 46" E, a distance of 137.20 feet;

S 09° 33' 46" E, a distance of 370.10 feet to a point on the west line of Farm-to-Market Road No. 1385, a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

THENCE, southerly along the said Farm-to-Market Road No. 1385 westerly line, the following;

S 00° 34' 58" E, a distance of 290.34 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 05° 41' 17" E, a distance of 101.12 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 02° 50' 34" W, a distance of 928.40 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 03° 32' 34" W, a distance of 2,157.30 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

Around a tangent curve to the right having a central angle of 02° 02' 00", a radius of 11,485.37 feet, and a chord of S 02° 31' 34" W – 407.58 feet, an arc distance of 407.60 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 01° 27' 30" W, a distance of 1,155.87 feet to a point near the centerline of Old Bonar Road (abandoned), a 1/2" iron pin found at corner, from which a 1/2" iron pin found on the east side of Farm-to-Market Road bears S 72° 30' 32" E, a distance of 95.08 feet;

THENCE, continuing along the said Farm-to-Market Road No. 1385 westerly line, the following;

S 01° 47' 07" W, a distance of 212.68 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 02° 39' 34" W, a distance of 608.40 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 87° 20' 26" E, a distance of 5.00 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner, from which a 5/8" iron pin with a yellow cap stamped "Cotton" Surveying bears S 51° 29' 37" W, a distance of 2.38 feet;

S 02° 39' 34" W, a distance of 441.10 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 02° 17' 34" W, passing 0.91 easterly of a 1/2" iron pin found at a distance of 1,293.22 feet and continuing to make a total distance of 2,658.50 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

THENCE, around a non-tangent curve to the left having a central angle of 40° 57' 16", a radius of 2660.00 feet and a chord of S 71° 01' 03" W – 1861.12 feet, an arc distance of 1901.34 feet to a point on the south line of that called 160.3 acre tract conveyed to W. Plack Carr, III according to the Warranty Deed recorded in Volume 5304, Page 629

(LRDCT) and the north line of a tract of land conveyed to C.M. Jackson according to the Warranty Deed recorded in Volume 546, Page 12 (LRDCT);

THENCE, N 87° 42' 59" W, along the said W. Plack Carr, III 160.3 acre tract south line and the C.M. Jackson tract north line, a distance of 1,551.80 feet to a 1/2" iron pin found at corner;

THENCE, N 87° 46' 34" W, continuing along said W. Plack Carr, III 160.3 acre tract part of the way and along the south line of a tract of land conveyed to Manson Harris, Trustee and identified as Tract 9 by the deed recorded in Volume 410, Page 361 (LRDCT), and the north line of the previously mentioned Denton County 250, L.P. tract, a distance of 2,105.22 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

THENCE, N 87° 13' 26" W, continuing along said Manson Harris, Trustee Tract 9 south line and the north line of the previously mentioned Denton County 250, L.P. tract, a distance of 401.38 feet to a point in the center line of Dry Fork Branch;

THENCE, continuing along a common line between said Manson Harris, Trustee Tract 9 and Denton County 250, L.P. tract and the meanders of the centerline of Dry Fork Branch the following;

S 01° 44' 08" W, a distance of 3.53 feet;

S 66° 52' 33" W, a distance of 42.96 feet;

S 33° 38' 42" W, a distance of 69.98 feet;

S 40° 03' 42" E, a distance of 70.10 feet;

S 55° 45' 01" W, a distance of 41.34 feet;

N 48° 48' 35" W, a distance of 59.65 feet;

S 69° 48' 08" W, a distance of 39.39 feet;

S 18° 46' 07" W, a distance of 39.69 feet;

N 85° 13' 51" W, a distance of 39.09 feet;

N 29° 38' 28" W, a distance of 49.02 feet;

S 67° 39' 14" W, a distance of 44.39 feet;

S 20° 56' 54" E, a distance of 35.20 feet;

S 51° 59' 02" W, a distance of 21.10 feet;

N 74° 18' 00" W, a distance of 56.94 feet;

S 87° 05' 41" W, a distance of 67.50 feet;

S 84° 48' 21" W, a distance of 94.67 feet;

S 01° 41' 24" W, a distance of 45.90 feet;

S 07° 55' 44" W, a distance of 54.05 feet;

S 49° 03' 20" E, a distance of 52.21 feet;

S 24° 32' 20" W, a distance of 43.50 feet;
N 34° 54' 01" W, a distance of 72.10 feet;
S 53° 27' 51" W, a distance of 49.96 feet;
N 44° 49' 29" W, a distance of 32.24 feet;
N 55° 21' 27" W, a distance of 47.42 feet;
S 89° 19' 26" W, a distance of 108.29 feet;
S 17° 00' 38" E, a distance of 68.50 feet;
S 49° 56' 33" E, a distance of 43.10 feet;
S 30° 15' 18" W, a distance of 28.51 feet;
S 17° 50' 28" E, a distance of 130.69 feet;
S 53° 14' 02" E, a distance of 113.00 feet;
S 49° 46' 29" W, a distance of 44.19 feet;
S 82° 30' 25" W, a distance of 46.29 feet;
S 55° 01' 26" W, a distance of 46.92 feet;
S 73° 59' 42" W, a distance of 73.60 feet;
S 01° 58' 50" W, a distance of 82.39 feet;
S 44° 32' 54" W, a distance of 75.88 feet;
S 60° 59' 33" W, a distance of 125.92 feet;
N 59° 16' 40" W, a distance of 8.73 feet;
N 02° 07' 41" E, a distance of 42.96 feet;
N 51° 05' 49" W, a distance of 87.66 feet;
S 56° 57' 55" W, a distance of 92.01 feet;
S 00° 11' 40" E, a distance of 44.48 feet;
N 86° 35' 20" W, a distance of 40.32 feet;
N 23° 04' 01" W, a distance of 132.38 feet;
S 67° 47' 22" W, a distance of 29.70 feet;
N 77° 54' 32" W, a distance of 91.22 feet;
N 89° 09' 38" W, a distance of 57.89 feet;

S 25° 45' 11" W, a distance of 47.92 feet;
S 48° 37' 15" W, a distance of 47.84 feet;
N 31° 57' 32" W, a distance of 38.45 feet;
S 58° 36' 40" W, a distance of 80.57 feet;
S 77° 51' 41" W, a distance of 92.67 feet;
S 25° 04' 17" W, a distance of 53.98 feet;
S 79° 04' 03" W, a distance of 40.09 feet;
S 41° 02' 33" W, a distance of 86.41 feet;
S 86° 01' 01" W, a distance of 65.70 feet;
N 53° 16' 17" W, a distance of 44.26 feet;
S 71° 51' 47" W, a distance of 53.49 feet;
S 28° 19' 23" E, a distance of 102.21 feet;
S 21° 28' 55" W, a distance of 66.43 feet;
S 31° 05' 30" E, a distance of 51.38 feet;
S 05° 58' 01" W, a distance of 107.43 feet;
S 83° 52' 10" W, a distance of 36.07 feet;
N 41° 33' 44" W, a distance of 150.73 feet;
S 17° 58' 36" W, a distance of 95.82 feet;
N 82° 04' 42" W, a distance of 31.64 feet;
N 35° 10' 48" W, a distance of 58.03 feet;
N 87° 29' 01" W, a distance of 66.68 feet;
S 32° 01' 53" W, a distance of 64.83 feet;
S 75° 23' 35" W, a distance of 136.16 feet;
S 17° 11' 11" E, a distance of 81.64 feet;
S 19° 14' 03" W, a distance of 87.30 feet;
S 10° 47' 34" E, a distance of 59.51 feet;
S 04° 45' 11" W, a distance of 21.33 feet;
N 87° 49' 28" W, a distance of 52.55 feet;

N 62° 32' 49" W, a distance of 103.03 feet;
S 72° 39' 07" W, a distance of 37.14 feet;
S 07° 43' 44" W, a distance of 163.03 feet;
S 10° 00' 43" W, a distance of 13.38 feet;
S 01° 19' 14" W, a distance of 11.09 feet;
S 22° 33' 28" W, a distance of 21.31 feet;
S 74° 35' 23" W, a distance of 54.36 feet;
N 32° 00' 02" W, a distance of 61.49 feet;
N 83° 53' 28" W, a distance of 43.49 feet;
N 29° 07' 53" E, a distance of 155.66 feet;
N 68° 28' 09" W, a distance of 473.34 feet to a USA Government concrete monument found at corner;
N 21° 08' 29" W, passing, at a distance of 400.00 feet, a USA Government concrete marker found and continuing to make a total distance of 830.00 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;
N 07° 57' 42" E, a distance of 549.88 feet;
S 63° 09' 42" W, a distance of 330.00 feet;

THENCE, along the westerly line of a tract of land identified as Tract L -1031-2 as acquired by the United States of America according to the Judgement on Declaration recorded in Volume 427, Page 404 (LRDCT) the following;

S 03° 31' 42" W, a distance of 510.00 feet to a USA Government concrete marker found at corner;
S 21° 24' 16" E, a distance of 1,365.00 feet;
S 04° 16' 16" E, passing, at a distance of 497.59 feet, a USA Government concrete monument found, and continuing to make a total distance of 930.00 feet from which a USA Government concrete monument found bears N 06° 22' 54" W, a distance of 135.33 feet
S 31° 43' 44" W, a distance of 1,115.00 feet;

THENCE, continuing along a USA tract the following;

N 35° 18' 33" W, a distance of 128.53 feet;
N 01° 41' 20" E, a distance of 192.60 feet;
N 11° 06' 20" W, a distance of 154.71 feet;
S 30° 52' 06" W, a distance of 844.30 feet;
S 15° 32' 04" E, a distance of 43.00 feet;

S 55° 41' 41" W, a distance of 144.60 feet;

N 33° 27' 55" W, passing a USA Government concrete marker at a distance of 501.36 feet and continuing to make a total distance of 1,003 feet;

N 65° 52' 55" W, a distance of 531.78 feet;

N 60° 30' 44" W, part of the way along an easterly line of a tract identified as Tract L – 1031-1 and acquired by the United States of America according to the Judgement on Declaration recorded in Volume 427, Page 404 (LRDCT), a total distance of 481.11 feet;

THENCE, continuing along said Tract L-1031-1 easterly line, the following;

N 10° 19' 16" E, a distance of 1,200.00 feet;

N 21° 17' 44" W, a distance of 575.00 feet;

THENCE, N 87° 15' 44" W, along the north line of said Tract L-1031-1, a distance of 125.00 feet to the southeast corner of a tract of land owned by Robert C. Francis, according to the deed recorded in County Clerk File Number 93-R0087997 (LRDCT);

THENCE, with the meanders of the centerline of Pecan Creek and westerly line of a tract of land conveyed to W.P. Carr, Jr. according to the deed recorded in Volume 817, Page 381 (LRDCT), the following;

N 14° 19' 37" W, a distance of 201.03 feet;

N 73° 56' 27" E, a distance of 155.79 feet;

N 01° 56' 45" W, a distance of 358.67 feet;

N 21° 27' 57" E, a distance of 194.01 feet;

N 01° 43' 38" E, a distance of 87.33 feet;

N 24° 34' 57" W, a distance of 50.14 feet;

N 39° 36' 40" W, a distance of 53.90 feet;

N 50° 09' 58" W, a distance of 193.14 feet;

N 36° 44' 04" W, a distance of 58.20 feet;

N 13° 31' 23" E, a distance of 104.11 feet;

N 28° 55' 40" E, a distance of 97.06 feet;

N 13° 23' 48" E, a distance of 121.30 feet;

N 20° 49' 09" E, a distance of 214.74 feet;

N 03° 31' 57" W, a distance of 78.61 feet;

N 26° 35' 51" W, a distance of 56.17 feet;

S 74° 21' 48" W, a distance of 323.40 feet;

N 47° 43' 36" W, a distance of 184.30 feet
N 01° 18' 37" W, a distance of 176.41 feet;
N 31° 50' 17" E, a distance of 144.41 feet;
N 73° 48' 26" E, a distance of 76.36 feet;
N 87° 17' 57" E, a distance of 388.23 feet;
N 12° 53' 59" E, a distance of 91.64 feet;
N 51° 40' 48" W, a distance of 110.88 feet;
N 65° 46' 04" W, a distance of 85.16 feet;
N 67° 35' 51" W, a distance of 203.95 feet;
N 24° 43' 53" W, a distance of 386.38 feet;
N 09° 34' 08" E, a distance of 121.10 feet;
N 84° 51' 30" E, a distance of 91.31 feet;
S 58° 52' 33" E, a distance of 92.02 feet;
N 65° 39' 30" E, a distance of 203.09 feet;
N 55° 22' 35" E, a distance of 143.03 feet;
N 27° 38' 53" W, a distance of 131.21 feet;
N 47° 40' 40" E, a distance of 230.19 feet;
N 56° 27' 27" E, a distance of 155.71 feet;
N 35° 32' 32" E, a distance of 89.15 feet;
N 05° 04' 15" W, a distance of 31.55 feet;
N 32° 21' 15" W, a distance of 60.86 feet;
N 53° 25' 11" W, a distance of 37.55 feet;
N 72° 33' 50" W, a distance of 224.81 feet;
N 54° 27' 52" W, a distance of 43.91 feet;
N 37° 55' 52" W, a distance of 485.32 feet;
N 28° 17' 53" E, a distance of 67.53 feet;
N 51° 05' 52" E, a distance of 122.66 feet;
N 61° 56' 21" W, a distance of 208.44 feet;

N 17° 47' 41" W, a distance of 130.57 feet;

N 70° 21' 04" E, a distance of 278.71 feet;

N 06° 17' 18" E, a distance of 113.58 feet;

N 37° 24' 02" W, a distance of 177.94 feet;

N 01° 45' 49" E, a distance of 103.77 feet;

N 63° 02' 18" E, a distance of 264.76 feet;

N 12° 55' 48" E, a distance of 151.38 feet;

THENCE, N 87° 39' 37" W, along the south line of a tract of land conveyed to Manson Harris, Trustee according to the deed recorded in Volume 419, Page 463 (LRDCT), and the north line of a tract of land conveyed to James M. Dear according to the deed filed in County Clerk File Number 95-R0026211 (LRDCT), passing a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set on line at a distance of 326.75 feet and continuing to make a total distance of 2,661.87 feet to a point on the east line of Farm-to-Market Road No. 2931, a 1/2" iron pin found at corner, from which a wooden right-of-way marker bears S 17° 32' 17" E – 1.51 feet and another wooden right-of-way marker bears S 09° 45' 26" W – 32.84 feet;

THENCE, along the said Farm-to-Market Road No. 2931 easterly line and the westerly line of said Manson Harris, Trustee tract, (Volume 419, Page 463) the following;

Around a curve to the right having a central angle of 16° 58' 33", a radius of 1,095.92 feet and a chord of N 19° 45' 08" E – 323.52 feet, an arc distance of 324.71 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner, from which a wooden right-of-way marker bears N 09° 23' 22" E, a distance of 1.05 feet;

N 28° 12' 59" E, a distance of 616.60 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

Around a tangent curve to the left having a central angle of 10° 59' 47", a radius of 1,195.92 feet and a chord of N 22° 43' 05" E - 229.17 feet, an arc distance of 229.53 feet to the PLACE OF BEGINNING with the subject tract containing 105,485,324 square feet or 2,421.6098 acres of land.

EXHIBIT "B"

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS
CONSENTING TO THE CREATION OF A FRESH WATER SUPPLY DISTRICT
ENCOMPASSING CERTAIN LANDS IN THE EXTRATERRITORIAL JURISDICTION OF
THE CITY**

WHEREAS, SANDBROCK INVESTMENTS, INC. (the "Owner") is the owner of the approximately 2,422 acres described in the attached Exhibit "A" (the "Property"); and

WHEREAS, Owner and the City of Aubrey ("City") have entered into a Development Agreement dated September 20, 2004 ("Development Agreement") which resulted in the Property being annexed into the extraterritorial jurisdiction of the City; and

WHEREAS, the Development Agreement further contemplates the development standards to be imposed upon the Property, the plan for providing water, sanitary sewer, drainage and roads to serve the Property, and the creation of one (1) fresh water supply district being created by the Denton County Commissioners Court encompassing the Property ("FWSD"); and

WHEREAS, the City is desirous of the FWSD being created to encompass all of the Property and the Property being developed in accordance with the terms of the Development Agreement.

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

Section 1. That the City Council of the City of Aubrey hereby consents to the creation of the FWSD described above and requests the Denton County Commissioners Court create the FWSD to encompass all of the Property upon receipt of a petition requesting such creation.

Section 2. That this ordinance take effect immediately from and after its passage and is accordingly so ordained.

DULY ADOPTED by the City Council of the City of Aubrey, Texas on the _____ day
of _____, 2004.

Mayor, City of Aubrey, Texas

ATTEST:

City Secretary, City of Aubrey, Texas

(CITY SEAL)

Exhibit "A"
to ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS
CONSENTING TO THE CREATION OF A FRESH WATER SUPPLY DISTRICT
ENCOMPASSING CERTAIN LANDS IN THE EXTRATERRITORIAL JURISDICTION OF
THE CITY

The "Property":

BEING a tract of land situated in the W. Lumpkin Survey, Abstract No. 730 and the F. Pollard Survey, Abstract No. 995 Denton County, Texas, the subject tract consisting of the following fourteen (14) tracts of land; that called 444.091 acre tract conveyed to M.W. Carr, Trustee, according to the Special Warranty Deed recorded in Volume 2861, Page 751 of the Land Records of Denton County, Texas (LRDCT), those tracts conveyed to Manson Harris, Trustee as follows; the six(6) tracts identified as Tracts One, Two, Six, Nine, Ten and Eleven according to the deed recorded in Volume 410, Page 361 (LRDCT); the two(2) tracts identified as Tract No. One and Tract No. Two according to the deed recorded in Volume 419, Page 357 (LRDCT), those two(2) tracts identified as First tract and Second tract according to the Warranty Deed recorded in Volume 409, Page 370 (LRDCT), a portion of that tract conveyed by the warranty deed recorded in Volume 419, page 463 (LRDCT); that tract conveyed to James Allison Cosby, Trustee, according to the General Warranty Deed recorded in Volume 665, Page 237 (LRDCT); that tract conveyed to W. Place Carr, III according to the Warranty Deed recorded in Volume 5304, Page 0629; and that tract conveyed to William Plack Carr, Jr. according to the General Warranty Deed recorded in Volume 871, Page 381 (LRDCT), the total subject tract being more particularly described as follows;

BEGINNING at a point on the East line of FM 2931 and at the northwest corner of a tract of land owned by said Manson Harris, Trustee according to the deed recorded in Volume 419, Page 463 (LRDCT), said beginning point further being located on the north line of said W. Lumpkin Survey Abstract No. 730 and approximately 476.4 feet Easterly from the northwest corner of said W. Lumpkin Survey, a 1/2" iron pin with a cap stamped Tipton Engineering, Inc. set at corner, from which a wood right-of-way monument bears N 23° 12' 18" W, a distance of 163.82 feet;

THENCE, along the easterly line of said FM 2931 according to the deed recorded in Volume 573, Page 561 the following;

Around a curve to the left having a central angle of 14° 30' 13", a radius of 1,195.92 feet, and a chord of N 09° 58' 05" E - 301.92 feet, an arc distance of 302.73 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

N 02° 42' 59" E, a distance of 1,456.00 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

N 08° 25' 37" E, a distance of 100.50 feet to a wood highway monument found at corner;

N 02° 42' 59" E, a distance of 300.00 feet to a wood highway monument found at corner;

N 02° 59' 39" W, a distance of 100.50 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

N 02° 42' 59" E, a distance of 68.85 feet to the northwest corner of that tract identified as Tract 2 of said Manson Harris, Trustee deed (Volume 410, Page 361) a nail in a wood right-of-way monument found at corner;

THENCE, S 86° 30' 22" E, along the south line of a tract of land conveyed to R.W. Noble, ET UX according to the deed recorded in Volume 1726, Page 881 (LRDCT), and the north line of said Manson Harris Trustee Tract 2 (Volume 410, Page 361), distance of 3,068.71 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner in the centerline of a creek identified as Hawling Branch;

THENCE, in a southerly direction along the centerline meanders of said Hawling Branch and a common line with a tract of land conveyed to James Williams according to the deed recorded in Volume 577, Page 328 (LRDCT), the following;

S 00° 54' 06" W, a distance of 24.28 feet;

S 28° 00' 45" W, a distance of 40.68 feet;

S 30° 49' 09" E, a distance of 39.42 feet;

S 18° 53' 27" E, a distance of 58.73 feet;

S 75° 33' 59" E, a distance of 33.71 feet;

S 21° 51' 14" E, a distance of 20.06 feet to a point in the approximate centerline of Pecan Creek;

THENCE, continuing along the centerline meanders of Pecan Creek and in an Easterly direction along a common property line between the James Williams tract and a tract of land identified as Tract 2 and conveyed to Manson Harris, Trustee according to the deed recorded in Volume 409, Page 370 (LRDCT) the following;

S 67° 19' 05" E, a distance of 26.06 feet;

N 43° 07' 31" E, a distance of 53.45 feet;

N 61° 07' 26" E, a distance of 45.20 feet;

N 69° 27' 32" E, a distance of 44.65 feet;

N 79° 13' 17" E, a distance of 47.64 feet;

N 80° 21' 32" E, a distance of 119.04 feet;

S 81° 36' 44" E, a distance of 50.18 feet;

N 86° 12' 28" E, a distance of 116.29 feet;

S 67° 59' 39" E, a distance of 72.39 feet;

N 78° 01' 35" E, a distance of 60.84 feet;

N 69° 59' 16" E, a distance of 79.88 feet;

N 43° 16' 20" E, a distance of 30.34 feet to a point on the previously mentioned W. Lumpkin Survey – Abstract No. 730 north line;

THENCE, S 86° 30' 02" E, along the north line of said W. Lumpkin Survey – Abstract No. 730, the north line of said Manson Harris, Trustee Tract 2 (Volume 409, Page 370) and the south line of a tract of land conveyed to Tom L. Decker according to the deed recorded in Volume 959, Page 71 (LRDCT), a distance of 1,096.88 feet to the northeast corner of said Manson Harris, Trustee Tract 2, a PK nail found in asphalt at corner near the centerlines intersection of Coffey Road (a Public ROW) and Bonar Road (a Public ROW);

THENCE, S 86° 03' 33" E, along the approximate centerline of said Bonar Road and continuing along said W. Lumpkin Survey – Abstract No. 730 north line and the south line of the Tom L. Decker Tract and along the north line of a tract of land conveyed to Manson Harris, Trustee and identified as Tract 6 in the deed recorded in Volume 410, Page 361, a distance of 2,243.77 feet to a point being the southeast corner of a said Tom L. Decker tract, the southwest corner of a tract of land conveyed to Tom W. Mitchum according to the deed recorded in County Clerk File Number 93-0032522 (LRDCT), a 60-d nail found in asphalt at corner;

THENCE, S 83° 02' 32" E, along the common line between said Manson Harris, Trustee Tract 6 and said Tom W. Mitchum and proceeding along the centerline of said Bonar Road, a distance of 165.23 feet to a 60-d nail found at corner;

THENCE, S 74° 58' 57" E, continuing along the said Manson Harris Trustee Tract 6 north line the centerline of Bonar Road a distance of 60.76 feet to a 60d nail found in asphalt near the centerline of Pure Country Road at corner;

THENCE, continuing along the northeasterly line of said Manson Harris Trustee, Tract No. 6 and along an old abandoned ROW of Bonar Road, the following;

S 50° 12' 20" E, a distance of 78.74 feet;

S 47° 45' 47" E, a distance of 117.54 feet;

S 46° 00' 20" E, a distance of 148.71 feet;

S 34° 45' 33" E, a distance of 117.90 feet;

S 01° 21' 31" E, a distance of 101.33 feet;

S 25° 33' 40" W, a distance of 182.31 feet;

S 08° 22' 54" W, a distance of 96.08 feet;

S 24° 54' 57" E, a distance of 78.35 feet;

S 31° 53' 17" E, a distance of 151.31 feet;

S 12° 04' 56" E, a distance of 137.65 feet;

S 21° 26' 35" E, a distance of 245.92 feet to a point in the centerline of Little Elm Creek and most westerly northwesterly corner of a tract of land conveyed to M.W. Carr, Trustee according to the deed recorded in Volume 2861, Page 751 (LRDCT);

THENCE, up the meanders of the centerline of Little Elm Creek, the following;

S 60° 49' 46" E, a distance of 141.43 feet;

N 68° 40' 14" E, a distance of 204.70 feet;

N 24° 36' 46" W, a distance of 232.40 feet;

N 54° 26' 14" E, a distance of 187.00 feet;
S 64° 02' 46" E, a distance of 423.10 feet;
N 49° 18' 15" E, a distance of 159.80 feet;
N 15° 47' 14" E, a distance of 449.20 feet;
N 42° 07' 46" W, a distance of 436.60 feet;
N 30° 06' 14" E, a distance of 437.00 feet;
N 57° 08' 14" E, a distance of 180.10 feet;
N 79° 38' 14" E, a distance of 443.80 feet;
N 62° 51' 44" E, a distance of 503.70 feet;
N 80° 33' 20" E, a distance of 494.03 feet;
N 21° 34' 46" W, a distance of 230.70 feet;
N 34° 21' 46" W, a distance of 153.50 feet;
N 20° 53' 14" E, a distance of 171.30 feet;
S 82° 31' 46" E, a distance of 239.90 feet;
N 87° 11' 14" E, along or near an old fence, a distance of 84.70 feet;

THENCE, N 80° 06' 14" E, along or near a fence a distance of 361.10 feet;

THENCE, S 87° 30' 46" E, a distance of 1,094.70 feet;

THENCE, N 32° 07' 46" W, a distance of 240.90 feet;

THENCE, N 12° 06' 46" W, a distance of 161.25 feet;

THENCE, N 05° 32' 14" E, a distance of 308.30 feet;

THENCE, N 25° 37' 46" W, a distance of 306.70 feet;

THENCE, N 46° 28' 14" E, a distance of 49.30 feet;

THENCE, S 87° 15' 46" E, a distance of 420.85 feet;

THENCE, N 89° 32' 14" E, continuing along the property line between said J.T. Pickens tract and the subject tract and along or near a fence, a distance of 546.80 feet to a corner near a creek;

THENCE, N 07° 32' 14" E, a distance of 301.10 feet to a point near a creek;

THENCE, N 63° 17' 14" E, a distance of 120.20 feet to a point in Little Elm Creek;

THENCE, continuing along the previously mentioned common property line and up the centerline meanders of said Little Elm Creek, the following;

N 19° 20' 14" E, a distance of 285.40 feet;

N 37° 13' 14" E, a distance of 202.00 feet;

N 68° 34' 14" E, a distance of 108.90 feet;

N 58° 26' 14" E, a distance of 323.90 feet;

S 63° 01' 46" E, a distance of 161.60 feet;

N 68° 03' 14" E, a distance of 73.30 feet;

S 38° 19' 46" E, a distance of 137.20 feet;

S 09° 33' 46" E, a distance of 370.10 feet to a point on the west line of Farm-to-Market Road No. 1385, a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

THENCE, southerly along the said Farm-to-Market Road No. 1385 westerly line, the following;

S 00° 34' 58" E, a distance of 290.34 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 05° 41' 17" E, a distance of 101.12 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 02° 50' 34" W, a distance of 928.40 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 03° 32' 34" W, a distance of 2,157.30 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

Around a tangent curve to the right having a central angle of 02° 02' 00", a radius of 11,485.37 feet, and a chord of S 02° 31' 34" W – 407.58 feet, an arc distance of 407.60 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 01° 27' 30" W, a distance of 1,155.87 feet to a point near the centerline of Old Bonar Road (abandoned), a 1/2" iron pin found at corner, from which a 1/2" iron pin found on the east side of Farm-to-Market Road bears S 72° 30' 32" E, a distance of 95.08 feet;

THENCE, continuing along the said Farm-to-Market Road No. 1385 westerly line, the following;

S 01° 47' 07" W, a distance of 212.68 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 02° 39' 34" W, a distance of 608.40 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 87° 20' 26" E, a distance of 5.00 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner, from which a 5/8" iron pin with a yellow cap stamped "Cotton" Surveying bears S 51° 29' 37" W, a distance of 2.38 feet;

S 02° 39' 34" W, a distance of 441.10 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 02° 17' 34" W, passing 0.91 easterly of a 1/2" iron pin found at a distance of 1,293.22 feet and continuing to make a total distance of 2,658.50 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

THENCE, around a non-tangent curve to the left having a central angle of 40° 57' 16", a radius of 2660.00 feet and a chord of S 71° 01' 03" W – 1861.12 feet, an arc distance of 1901.34 feet to a point on the south line of that called 160.3 acre tract conveyed to W. Plack Carr, III according to the Warranty Deed recorded in Volume 5304, Page 629 (LRDCT) and the north line of a tract of land conveyed to C.M. Jackson according to the Warranty Deed recorded in Volume 546, Page 12 (LRDCT);

THENCE, N 87° 42' 59" W, along the said W. Plack Carr, III 160.3 acre tract south line and the C.M. Jackson tract north line, a distance of 1,551.80 feet to a 1/2" iron pin found at corner;

THENCE, N 87° 46' 34" W, continuing along said W. Plack Carr, III 160.3 acre tract part of the way and along the south line of a tract of land conveyed to Manson Harris, Trustee and identified as Tract 9 by the deed recorded in Volume 410, Page 361 (LRDCT); and the north line of the previously mentioned Denton County 250, L.P. tract, a distance of 2,105.22 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

THENCE, N 87° 13' 26" W, continuing along said Manson Harris, Trustee Tract 9 south line and the north line of the previously mentioned Denton County 250, L.P. tract, a distance of 401.38 feet to a point in the center line of Dry Fork Branch;

THENCE, continuing along a common line between said Manson Harris, Trustee Tract 9 and Denton County 250, L.P. tract and the meanders of the centerline of Dry Fork Branch the following;

S 01° 44' 08" W, a distance of 3.53 feet;

S 66° 52' 33" W, a distance of 42.96 feet;

S 33° 38' 42" W, a distance of 69.98 feet;

S 40° 03' 42" E, a distance of 70.10 feet;

S 55° 45' 01" W, a distance of 41.34 feet;

N 48° 48' 35" W, a distance of 59.65 feet;

S 69° 48' 08" W, a distance of 39.39 feet;

S 18° 46' 07" W, a distance of 39.69 feet;

N 85° 13' 51" W, a distance of 39.09 feet;

N 29° 38' 28" W, a distance of 49.02 feet;

S 67° 39' 14" W, a distance of 44.39 feet;

S 20° 56' 54" E, a distance of 35.20 feet;

S 51° 59' 02" W, a distance of 21.10 feet;

N 74° 18' 00" W, a distance of 56.94 feet;

S 87° 05' 41" W, a distance of 67.50 feet;

S 84° 48' 21" W, a distance of 94.67 feet;
S 01° 41' 24" W, a distance of 45.90 feet;
S 07° 55' 44" W, a distance of 54.05 feet;
S 49° 03' 20" E, a distance of 52.21 feet;
S 24° 32' 20" W, a distance of 43.50 feet;
N 34° 54' 01" W, a distance of 72.10 feet;
S 53° 27' 51" W, a distance of 49.96 feet;
N 44° 49' 29" W, a distance of 32.24 feet;
N 55° 21' 27" W, a distance of 47.42 feet;
S 89° 19' 26" W, a distance of 108.29 feet;
S 17° 00' 38" E, a distance of 68.50 feet;
S 49° 56' 33" E, a distance of 43.10 feet;
S 30° 15' 18" W, a distance of 28.51 feet;
S 17° 50' 28" E, a distance of 130.69 feet;
S 53° 14' 02" E, a distance of 113.00 feet;
S 49° 46' 29" W, a distance of 44.19 feet;
S 82° 30' 25" W, a distance of 46.29 feet;
S 55° 01' 26" W, a distance of 46.92 feet;
S 73° 59' 42" W, a distance of 73.60 feet;
S 01° 58' 50" W, a distance of 82.39 feet;
S 44° 32' 54" W, a distance of 75.88 feet;
S 60° 59' 33" W, a distance of 125.92 feet;
N 59° 16' 40" W, a distance of 8.73 feet;
N 02° 07' 41" E, a distance of 42.96 feet;
N 51° 05' 49" W, a distance of 87.66 feet;
S 56° 57' 55" W, a distance of 92.01 feet;
S 00° 11' 40" E, a distance of 44.48 feet;
N 86° 35' 20" W, a distance of 40.32 feet;

N 23° 04' 01" W, a distance of 132.38 feet;
S 67° 47' 22" W, a distance of 29.70 feet;
N 77° 54' 32" W, a distance of 91.22 feet;
N 89° 09' 38" W, a distance of 57.89 feet;
S 25° 45' 11" W, a distance of 47.92 feet;
S 48° 37' 15" W, a distance of 47.84 feet;
N 31° 57' 32" W, a distance of 38.45 feet;
S 58° 36' 40" W, a distance of 80.57 feet;
S 77° 51' 41" W, a distance of 92.67 feet;
S 25° 04' 17" W, a distance of 53.98 feet;
S 79° 04' 03" W, a distance of 40.09 feet;
S 41° 02' 33" W, a distance of 86.41 feet;
S 86° 01' 01" W, a distance of 65.70 feet;
N 53° 16' 17" W, a distance of 44.26 feet;
S 71° 51' 47" W, a distance of 53.49 feet;
S 28° 19' 23" E, a distance of 102.21 feet;
S 21° 28' 55" W, a distance of 66.43 feet;
S 31° 05' 30" E, a distance of 51.38 feet;
S 05° 58' 01" W, a distance of 107.43 feet;
S 83° 52' 10" W, a distance of 36.07 feet;
N 41° 33' 44" W, a distance of 150.73 feet;
S 17° 58' 36" W, a distance of 95.82 feet;
N 82° 04' 42" W, a distance of 31.64 feet;
N 35° 10' 48" W, a distance of 58.03 feet;
N 87° 29' 01" W, a distance of 66.68 feet;
S 32° 01' 53" W, a distance of 64.83 feet;
S 75° 23' 35" W, a distance of 136.16 feet;
S 17° 11' 11" E, a distance of 81.64 feet;

S 19° 14' 03" W, a distance of 87.30 feet;
 S 10° 47' 34" E, a distance of 59.51 feet;
 S 04° 45' 11" W, a distance of 21.33 feet;
 N 87° 49' 28" W, a distance of 52.55 feet;
 N 62° 32' 49" W, a distance of 103.03 feet;
 S 72° 39' 07" W, a distance of 37.14 feet;
 S 07° 43' 44" W, a distance of 163.03 feet;
 S 10° 00' 43" W, a distance of 13.38 feet;
 S 01° 19' 14" W, a distance of 11.09 feet;
 S 22° 33' 28" W, a distance of 21.31 feet;
 S 74° 35' 23" W, a distance of 54.36 feet;
 N 32° 00' 02" W, a distance of 61.49 feet;
 N 83° 53' 28" W, a distance of 43.49 feet;
 N 29° 07' 53" E, a distance of 155.66 feet;
 N 68° 28' 09" W, a distance of 473.34 feet to a USA Government concrete monument found at corner;
 N 21° 08' 29" W, passing, at a distance of 400.00 feet, a USA Government concrete marker found and continuing to make a total distance of 830.00 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;
 N 07° 57' 42" E, a distance of 549.88 feet;
 S 63° 09' 42" W, a distance of 330.00 feet;

THENCE, along the westerly line of a tract of land identified as Tract L -1031-2 as acquired by the United States of America according to the Judgement on Declaration recorded in Volume 427, Page 404 (LRDCT) the following;

S 03° 31' 42" W, a distance of 510.00 feet to a USA Government concrete marker found at corner;
 S 21° 24' 16" E, a distance of 1,365.00 feet;
 S 04° 16' 16" E, passing, at a distance of 497.59 feet, a USA Government concrete monument found, and continuing to make a total distance of 930.00 feet from which a USA Government concrete monument found bears N 06° 22' 54" W, a distance of 135.33 feet
 S 31° 43' 44" W, a distance of 1,115.00 feet;

THENCE, continuing along a USA tract the following;

N 35° 18' 33" W, a distance of 128.53 feet;

N 01° 41' 20" E, a distance of 192.60 feet;

N 11° 06' 20" W, a distance of 154.71 feet;

S 30° 52' 06" W, a distance of 844.30 feet;

S 15° 32' 04" E, a distance of 43.00 feet;

S 55° 41' 41" W, a distance of 144.60 feet;

N 33° 27' 55" W, passing a USA Government concrete marker at a distance of 501.36 feet and continuing to make a total distance of 1,003 feet;

N 65° 52' 55" W, a distance of 531.78 feet;

N 60° 30' 44" W, part of the way along an easterly line of a tract identified as Tract L – 1031-1 and acquired by the United States of America according to the Judgement on Declaration recorded in Volume 427, Page 404 (LRDCT), a total distance of 481.11 feet;

THENCE, continuing along said Tract L-1031-1 easterly line, the following;

N 10° 19' 16" E, a distance of 1,200.00 feet;

N 21° 17' 44" W, a distance of 575.00 feet;

THENCE, N 87° 15' 44" W, along the north line of said Tract L-1031-1, a distance of 125.00 feet to the southeast corner of a tract of land owned by Robert C. Francis, according to the deed recorded in County Clerk File Number 93-R0087997 (LRDCT);

THENCE, with the meanders of the centerline of Pecan Creek and westerly line of a tract of land conveyed to W.P. Carr, Jr. according to the deed recorded in Volume 817, Page 381 (LRDCT), the following;

N 14° 19' 37" W, a distance of 201.03 feet;

N 73° 56' 27" E, a distance of 155.79 feet;

N 01° 56' 45" W, a distance of 358.67 feet;

N 21° 27' 57" E, a distance of 194.01 feet;

N 01° 43' 38" E, a distance of 87.33 feet;

N 24° 34' 57" W, a distance of 50.14 feet;

N 39° 36' 40" W, a distance of 53.90 feet;

N 50° 09' 58" W, a distance of 193.14 feet;

N 36° 44' 04" W, a distance of 58.20 feet;

N 13° 31' 23" E, a distance of 104.11 feet;

N 28° 55' 40" E, a distance of 97.06 feet;

N 13° 23' 48" E, a distance of 121.30 feet;

N 20° 49' 09" E, a distance of 214.74 feet;
N 03° 31' 57" W, a distance of 78.61 feet;
N 26° 35' 51" W, a distance of 56.17 feet;
S 74° 21' 48" W, a distance of 323.40 feet;
N 47° 43' 36" W, a distance of 184.30 feet
N 01° 18' 37" W, a distance of 176.41 feet;
N 31° 50' 17" E, a distance of 144.41 feet;
N 73° 48' 26" E, a distance of 76.36 feet;
N 87° 17' 57" E, a distance of 388.23 feet;
N 12° 53' 59" E, a distance of 91.64 feet;
N 51° 40' 48" W, a distance of 110.88 feet;
N 65° 46' 04" W, a distance of 85.16 feet;
N 67° 35' 51" W, a distance of 203.95 feet;
N 24° 43' 53" W, a distance of 386.38 feet;
N 09° 34' 08" E, a distance of 121.10 feet;
N 84° 51' 30" E, a distance of 91.31 feet;
S 58° 52' 33" E, a distance of 92.02 feet;
N 65° 39' 30" E, a distance of 203.09 feet;
N 55° 22' 35" E, a distance of 143.03 feet;
N 27° 38' 53" W, a distance of 131.21 feet;
N 47° 40' 40" E, a distance of 230.19 feet;
N 56° 27' 27" E, a distance of 155.71 feet;
N 35° 32' 32" E, a distance of 89.15 feet;
N 05° 04' 15" W, a distance of 31.55 feet;
N 32° 21' 15" W, a distance of 60.86 feet;
N 53° 25' 11" W, a distance of 37.55 feet;
N 72° 33' 50" W, a distance of 224.81 feet;
N 54° 27' 52" W, a distance of 43.91 feet;

N 37° 55' 52" W, a distance of 485.32 feet;

N 28° 17' 53" E, a distance of 67.53 feet;

N 51° 05' 52" E, a distance of 122.66 feet;

N 61° 56' 21" W, a distance of 208.44 feet;

N 17° 47' 41" W, a distance of 130.57 feet;

N 70° 21' 04" E, a distance of 278.71 feet;

N 06° 17' 18" E, a distance of 113.58 feet;

N 37° 24' 02" W, a distance of 177.94 feet;

N 01° 45' 49" E, a distance of 103.77 feet;

N 63° 02' 18" E, a distance of 264.76 feet;

N 12° 55' 48" E, a distance of 151.38 feet;

THENCE, N 87° 39' 37" W, along the south line of a tract of land conveyed to Manson Harris, Trustee according to the deed recorded in Volume 419, Page 463 (LRDCT), and the north line of a tract of land conveyed to James M. Dear according to the deed filed in County Clerk File Number 95-R0026211 (LRDCT), passing a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set on line at a distance of 326.75 feet and continuing to make a total distance of 2,661.87 feet to a point on the east line of Farm-to-Market Road No. 2931, a 1/2" iron pin found at corner, from which a wooden right-of-way marker bears S 17° 32' 17" E – 1.51 feet and another wooden right-of-way marker bears S 09° 45' 26" W – 32.84 feet;

THENCE, along the said Farm-to-Market Road No. 2931 easterly line and the westerly line of said Manson Harris, Trustee tract, (Volume 419, Page 463) the following;

Around a curve to the right having a central angle of 16° 58' 33", a radius of 1,095.92 feet and a chord of N 19° 45' 08" E – 323.52 feet, an arc distance of 324.71 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner, from which a wooden right-of-way marker bears N 09° 23' 22" E, a distance of 1.05 feet;

N 28° 12' 59" E, a distance of 616.60 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

Around a tangent curve to the left having a central angle of 10° 59' 47", a radius of 1,195.92 feet and a chord of N 22° 43' 05" E - 229.17 feet, an arc distance of 229.53 feet to the PLACE OF BEGINNING with the subject tract containing 105,485,324 square feet or 2,421.6098 acres of land.

EXHIBIT "C"

ORDINANCE NO. _____

ORDINANCE OF CITY OF AUBREY, TEXAS
GIVING CONSENT TO THE CREATION OF
THREE MUNICIPAL UTILITY DISTRICTS

WHEREAS, Pursuant to Chapters 49 and 54 of the Texas Water Code, SANDBROCK INVESTMENTS, INC., a Texas corporation (the "Petitioner") wishes to create Denton County Municipal Utility District Nos. __, __, and __ (collectively, the "Districts") to serve the _____ acres of land in Denton, Texas described in the attached Exhibits "A-1, "A-2" and "A-3" (collectively, "Petitioner's Land"); and

WHEREAS, pursuant to Texas Local Government Code, Section 212.172, the City of Aubrey, Texas (the "City") and Petitioner entered into a Development Agreement dated _____, 2004 (the "Agreement"), which provided that Petitioner agreed to Petition the City for the expansion of the City's extraterritorial jurisdiction to encompass all of Petitioner's Land in exchange for, among other things, the City's consent to the creation of the Districts; and

WHEREAS, Texas Local Government Code, Section 42.022(b), provides that an owner of land may petition a municipality to expand its extraterritorial jurisdiction to include such land; and

WHEREAS, Texas Local Government Code, Section 42.042, provides that land within the extraterritorial jurisdiction of a city may not be included within a municipal utility district without the written consent of such city, town, or village; and

WHEREAS, Petitioner has submitted to the Mayor and City Council of the City of Aubrey, Texas, a Petition for Consent to Creation of Denton County Municipal Utility District Nos. __, __ and __ (collectively, the "Districts") copies of which are attached as Exhibit "B"; and

WHEREAS, the general nature of the work to be done in the Districts is the construction, acquisition, maintenance and operation of a waterworks, wastewater and drainage system; and

WHEREAS, the City Council of the City of Aubrey desires to adopt Ordinance No. _____ for the purpose of consenting to the creation of the Districts; Now Therefore,

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

1. That all of the matters and facts set out in the preamble hereof be true and correct.
2. That the City Council of the City of Aubrey, Texas, hereby specifically gives its written consent, as provided by Texas Local Government Code, Section 42.042 and Texas Water Code, Section 54.016, to the creation of Denton County Municipal Utility District Nos. __, __

and ____, all of which is within the extraterritorial jurisdiction of the City of Aubrey. The boundaries of such land being described by metes and bounds in Exhibits "A-1", "A-2" and "A-3", respectively, attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED on this ____ day of _____, 2004.

Mayor, City of Aubrey, Texas

ATTEST:

City Secretary, City of Aubrey, Texas

EXHIBIT "D-1"
DEVELOPMENT STANDARDS

- I. **Purpose:** The purpose of these Development Standards (the "Standards") is to provide for the unified development of approximately 2400 acres ("the "Property" or "Development") located in the extraterritorial jurisdiction of the City of Aubrey (the "City"). The primary use of the Development shall be residential with limited commercial and governmental uses to serve the residents of the Development.
- II. **Plat Approval:** Prior to the initiation of any construction on any lot(s), a Preliminary and Final Plat shall be submitted and approved for the lot development in accordance with these Development Standards.
- III. **Maximum Units and Acreage:** A unit shall be defined as a separately inhabitable sellable or leasable space intended to be occupied by a single individual or family. The property within the Development may be developed only in accordance with the maximum unit and acreage limits set forth as follows:

<u>Category</u>	<u>Description</u>	<u>Max. # of Units</u>
Estate	Single Family Residential-1 Acre	120
SF-15	Single Family Residential-15, 000 sf minimum	250
SF-7.2	Single Family Residential -7,200 sf minimum	1250
SF-5.5	Single Family Residential -5,500 sf minimum	2200

Each of the residential categories shall be cumulative, thereby allowing an increase in the maximum number of units in a lower density category for each unit that is reduced in a higher density category. (For example, the maximum number of SF-7.2 units may be 1400 if the maximum number of SF-5.5 units is reduced to 2050.) Notwithstanding this cumulative effect, the maximum number of units for all residential development, will not exceed 3,820 units.

- IV. **Lot Measurement:** Lot width shall be measured at the front building line. Measurement of dwelling lot coverage or building lot coverage shall include only the footprint(s) of the primary structure and any detached garage.
- V. **Use Category Limits:**

A. **Estate**

Permitted Uses: Single-family detached dwellings in accordance with the following limits:

Development Minimums:

Lot Area:	1 Acre
Lot Width:	150 feet, 120 feet for lots fronting cul-de-sac or inside curve
Lot Depth:	250 feet
Front Yard:	40 feet
Side Yard:	20 feet; 25 feet on corner lot adjacent to street
Rear Yard	40 feet
Dwelling Unit Size:	2,200 square feet

Development Maximums:

Height	45 feet
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B. SF-15

Permitted Uses: Single-family detached dwellings in accordance with the following limits:

Development Minimums:

Lot Area:	15,000 square feet
Lot Width:	90 feet, 80 feet for lots fronting cul-de-sac or inside curve
Lot Depth:	140 feet
Front Yard:	30 feet
Side Yard:	10 feet; 20 feet on corner lot adjacent to street
Rear Yard	20 feet
Dwelling Unit Size:	2,000 square feet

Development Maximums:

Height:	40 feet
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C. SF-7.2

Permitted Uses: Single-family detached dwellings in accordance with the following limits:

Development Minimums:

Lot Area:	7,200 square feet
Lot Width:	60 feet, 45 feet for lots fronting cul-de-sac or inside curve
Lot Depth:	110 feet
Front Yard:	20 feet
Side Yard:	5 feet; 15 feet on corner lot adjacent to street
Rear Yard	15 feet
Dwelling Unit Size:	1,500 square feet

Development Maximums:

Height 35 feet

D. SF-5.5

Permitted Uses: Single-family detached dwellings in accordance with the following limits:

Development Minimums:

Lot Area: 5,500 square feet
Lot Width: 50 feet, 30 feet for lots fronting cul-de-sac and inside corner
Lot Depth: 90 feet
Front Yard: 10 feet, or 18 feet if front facing garage
Side Yard: 5 feet; 15 feet on corner lot adjacent to street
Rear Yard: 15 feet
Dwelling Unit Size: 1,200 square feet

Development Maximums:

Height 35 feet

- VI. Authorized Variance:** In order to accommodate possible variations in unit location, topography and size, a ten percent (10%) variance from the minimum lot area, lot width, lot depth and/or dwelling unit size is authorized, without need for further approval.
- VII. Temporary Housing:** Upon approval of the City Council, up to ten (10) temporary residences may be installed for a specified limited time period, as determined by the City Council. Upon expiration of the time period identified by the City Council, the temporary residences must be removed from the Planned Development.
- VIII. Alleys:** Alleys shall not be required, but if installed must conform to the Development Standards.
- IX. Exceptions Authorized:** The City Council shall have authority to authorize reasonable exceptions to a property's strict conformity with these regulations upon request of a property owner, when it is shown the requested exceptions (1) are not contrary to public interest, (2) do not cause injury to other properties in the area, and (3) generally allow for the development in a manner contemplated by the Development Standards.

SUBDIVISION, DESIGN AND CONSTRUCTION STANDARDS

**I.
DESIGN STANDARDS**

SECTION A. GENERAL.

1. CONFORMITY TO THE DEVELOPMENT STANDARDS:

No plat shall be approved by the Planning and Zoning Commission, and no completed improvements shall be accepted by the district engineer, unless and until such conforms to the Development Standards, and these Design and Construction Standards. All streets, alleys, sidewalks, drainage ways, water and sewer lines, and improvements shall be designed, placed and constructed in accordance with the Development Standards and these Standards. To the extent that there is a conflict between the regulations herein, and those found elsewhere, the regulations found herein shall control development within this Property. Notwithstanding the foregoing, to the extent that water and/or sewer is provided by a district created under the Texas Water Code, and a conflict exists between the Standards herein and the district's design, engineering and construction regulations, the district's regulations shall control.

2. SUBDIVISION NAMES:

Subdivision names shall not duplicate or cause confusion with the names of existing subdivisions. All subdivision names shall be approved by the Planning and Zoning Commission upon recommendation of the Planning Department.

3. PLATTING AND PERMITS:

Prior to the initiation of any construction on any lot(s), a Preliminary and Final Plat shall be submitted and approved for the lot development in accordance with the Development Standards and these Standards. With the exception of plat approval and the City's confirmation that improvements were constructed to City standards as provided herein, the City shall have no other inspection or permitting authority on the Property or the developed lots. The City may not require additional permits on each lot, including but not limited to building permits or certificates of occupancy.

4. CONFLICTS:

In the event a conflict exists within these Development Standards in Exhibit "D-1" and the Subdivision, Design and Construction Standards contained in this Exhibit "D-2", the Development Standards shall take precedence.

SECTION B. BLOCKS.

Block lengths between intersecting streets shall not exceed one thousand, six hundred (1,600) feet, except along roadways abutting residential lots of 20,000 square feet or greater.

1. The length, width and shape of blocks shall be determined with due regard to:
 - a. Provision of adequate building sites suitable to the special needs of the type of use contemplated;
 - b. Development Standards as to lot size and dimensions; and
 - c. Need for convenient and safe access, circulation, and control of street traffic.
2. In general, intersecting streets determining the block lengths and widths shall be provided at such intervals as to serve cross traffic adequately, and to meet existing streets. Where no existing subdivision establishes control, the block lengths shall not exceed one thousand, six hundred (1,600) feet, nor be less than five hundred (500) feet in length. However, in cases where physical barriers or property ownership creates conditions where it is appropriate that these standards be varied by the Planning and Zoning Commission, the length may be increased or decreased to meet the existing conditions, having due regard for connecting streets, circulation of traffic and public safety.

SECTION C. LOTS.

1. Lot design shall provide for lots of adequate width, depth and shape to provide open area, to eliminate overcrowding, and to be appropriate for the location of the subdivision for the type of development and use contemplated, and in accordance with the Development Standards.
2. Every lot shall meet the minimum area and dimension standards as set forth in the Development Standards for the district in which the lot is located. The Planning and Zoning Commission shall have the authority to approve a subdivision plat where lots have area, dimensions or setbacks greater than the minimum standards set forth in the Development Standards.
3. Every lot shall have access to a public street, or to a private or gated street that has direct access to a public street.
4. Lot widths shall be measured at the front yard building line.

SECTION D. EASEMENTS.

1. Easements shall be located across lots or centered on rear or side lot lines to provide for utilities and drainage improvements where necessary, as determined by the utility companies and the city, and shall be of such widths as may be reasonably necessary for the utility or utilities using such easement. However, water, sewer, and drainage easements shall be a minimum of 15 feet wide.
2. Where a subdivision is traversed by a watercourse, drainage way, or channel, there shall be provided a storm sewer easement or drainage right-of-way or easement conforming substantially with such course and of such additional width as shall be designated by the District Engineer. Streets or access easements may be required into the watercourse from a public right-of-way.
3. Drainage easements shall not be obstructed by fences, landscaping or any other structure or building that may impede the surface flow of water, as determined by the District Engineer.

SECTION E. SIDEWALKS.

1. Sidewalks shall be required along any street upon which a lot abuts, regardless of whether such lot faces, abuts on the side, or backs up to such street, or is separated from such street by an alley. Sidewalks shall not be required along freeways and freeway frontage, or along any street abutting residential lots of 20,000 square feet or greater.
2. Residential Subdivisions.
 - a. Sidewalks with a minimum width of four feet (4') shall be constructed by the developer along all collector and arterial thoroughfares regardless of whether such collector or arterial thoroughfare abuts a lot, alley, or other space. Sidewalks shall be constructed along all collector and arterial thoroughfares prior to the issuance of a letter of acceptance for the subdivision. The developer is not responsible, however, for constructing a sidewalk along the frontage, as herein defined, of any residential lot. A 4 foot sidewalk must be placed one foot from the Right-of-Way unless otherwise indicated.
 - b. The builder on a lot is responsible for the construction of all sidewalks along the frontage, as herein defined, of such residential lot, including where such lot fronts on a collector thoroughfare, and along that portion of the lot that sides or rears to a street other than a collector or arterial. Provided, however, that such sidewalk is not required on a lot until completion of building construction. Upon completion of building construction, sidewalks shall be provided in accordance with the provisions contained herein. Authorization for occupancy shall not be granted until this requirement has been met.

SECTION F. STREETS.

1. GENERAL:

- a. Adequate streets shall be provided by the subdivider. The arrangement, character, extent, pavement width, right-of-way width, grade and location of each street shall conform to this Exhibit, and shall be considered in its relation to existing and planned streets, topographical conditions, significant natural features such as mature trees or water courses, public safety and convenience, and its relationship to the proposed uses of land to be served by such street.
- b. additional right-of-way dedication shall not be required from a previously platted property where:
 1. The plat of such property is being modified by an amending plat; or
 2. The plat of such property is being modified by a replat, and where:
 - A. The property is occupied by a building or buildings; and
 - B. The sole purpose of the replat is to remove previously platted fire lanes, easements, mutual access easements, or delineate the legal boundaries of ownership of the property; and
 - C. No additional development rights will be conveyed to the property as a result of the replat.
- c. The arrangement of streets in a subdivision shall either:
 1. Provide for the continuation or appropriate projection of existing streets in surrounding areas; or
 2. Conform to a plat approved by the Planning and Zoning Commission to meet a particular situation where topographical or other conditions make continuance or conformity with existing streets impracticable.
- d. Existing streets in adjoining areas shall be continued into the proposed subdivision. Proposed streets shall be at least as wide as, and in alignment with, such existing streets in the adjoining subdivision.
- e. Where adjoining areas are not subdivided, the arrangement of streets in the subdivision shall make provision for the proper projection of streets into such unsubdivided area.
- f. Street intersections shall be as nearly at right angles as practicable, giving due regard to terrain, topography, site distances and safety. All arterial and collector streets, unless otherwise approved by the Planning and Zoning Commission, shall intersect at or near a ninety (90) degree angle. No streets, however, shall intersect at less than sixty (60) degrees.

Curb tangent and radii shall be as follows:

<u><i>Design Speed</i></u>	<u><i>Tangent</i></u>	<u><i>Radius</i></u>
20 mph	0'	150'
30 mph	25'	250'
35 mph	50'	400'
45 mph	100'	600'

- g. Half streets shall be prohibited, except when essential to the reasonable development of the subdivision in conforming with the other requirements of these regulations, and where the Planning and Zoning Commission finds it will be practical to require the dedication of the other one-half (½) of the street when the adjoining property is subdivided.

Whenever a half street is allowed, the pavement width shall not be less than twenty-five (25) feet (Back to Back of Curb). Where a half street is being dedicated along a common property line, the developer shall dedicate not less than one-half (½) of the minimum right-of-way requirements as prescribed by this ordinance. In no event, however, shall such dedication be less than thirty-five (35) feet of right-of-way.

Where a half street exists, the developer of the property abutting the other side of the half street shall be required to construct, and dedicate right-of-way for, the remaining portion of the street.

- h. With the exception of arterial thoroughfares, street lengths without an intersection or turnaround shall not exceed one thousand, six hundred (1,600) feet.
- i. Dead-end streets shall be prohibited except as temporary stubs to permit future street extension. In no case shall the length of such a temporary dead end street exceed two hundred fifty (250) feet. If such street exceeds one hundred fifty (150) feet, then a temporary turnaround which meets Fire Department standards shall be provided.
- j. Local streets shall be laid out so as to discourage their use by cut-through traffic.
- k. Street rights-of-way and pavement widths shall be as follows:

<i>Street Type</i>	<i>Thoroughfare Plan Designation</i>	<i>R.O.W. Width</i>	<i>Pavement Width(f-f)</i>	<i>Design Speed(max)</i>
Alley		16'	12'	15mph
Residential		50'	29'	30mph
Adjacent to a public or private school or public park		60'	36'	30mph
Adjacent to 20,000 square foot residential lots		50'	24' w/o curbs	30mph
Residential streets with R.O.W. of 50 feet shall also have a five foot (5') utility easement on each side.				
Residential, Divided		70'	2 x 19'	30mph
Residential Collector	C2U	60'	36'	30mph
Major Collector, Undivided	C4U	70'	44'	35mph
At major intersections		80'		
Arterial, Four-Lane Divided	A4D	90'	2 x 24'	45mph
At major intersections		100'		
Arterial, Six-Lane Divided	A6D	120'	2 x 36'	45mph
At major intersections		130'		

As applicable, pavement widths shall be measured from the face of one curb to the face of the opposite curb. On any roadway adjacent to residential lots of 20,000 square feet or more with a lot width of 100 feet or more, curb and gutters will not be required. A minimum street width of 24 feet without curb is acceptable. Residential streets may be 27 feet in width where there is a rear laneway on both sides of the street.

The Planning and Zoning Commission may determine that topography, length of street, existing street pattern, location of existing buildings, nature of the proposed land use, or other special conditions warrant a street of greater or lesser width. However, the relationship of pavement width to right-of-way width shall be consistent with the requirements of this subsection and the Design Standards.

- l. Where a subdivision is developed adjacent to an arterial or collector thoroughfare, the developer may, upon approval from the Planning and Zoning Commission, dedicate additional right-of-way for the arterial or collector thoroughfare above the minimum required by this ordinance. This additional right-of-way shall be for the purpose of the developer providing landscaping, additional areas for sidewalk or wall locations, or other amenities as approved by the Planning and Zoning Commission.
- m. Streets which terminate into a cul-de-sac shall not exceed seven hundred (700) feet.

- n. Residential street pavement shall be constructed of concrete that is six (6) inches in thickness and 3,000 psi or greater, of Portland Cement concrete or five (5) inches thickness and 3,600 psi or greater of Portland Cement concrete. Concrete reinforcing for six (6) inch thickness, shall be No. 3 bars on 24-inch centers running both ways or No. 3 bars on 18" centers running both ways for five (5) inch thickness. Pavement crowning shall be a minimum of 4 inches and a maximum of 6 inches.
- o. All street sub-grades shall be lime stabilized with hydrated lime in the amount of 6% by weight to a depth of six (6) inches for the stipulated width plus one foot behind the curbs or minimum required by geotechnical investigation.
- p. Major Collector and Arterial streets shall be eight (8) inches in thickness of 3,000 psi or greater Portland cement concrete or seven (7) inches in thickness of 3,600 psi or greater Portland Cement concrete or equivalent thickness of hot mix asphalt concrete. Concrete reinforcing steel for eight (8) inch thickness shall be No. 3 bars placed on 24 inch centers and running both ways or No 3 bars on 18 inch centers running both ways for seven (7) inch thickness. Pavement crowning or cross slope shall be 5 inches in height.
- q. Curbs shall be 6" in height.
- r. Alley pavement shall be 6"- 4"- 6" (edge-center-edge) with a 5-inch invert of 3,600 psi Portland cement concrete. Reinforcing shall be No. 3 bars on 24-inch centers running both ways. Alleys shall have a lime stabilized subgrade as required by geotechnical investigations.
- s. The minimum slopes of a street or alley shall be 0.50 percent. The maximum slope for a residential street shall be 10 percent (10%). The maximum slope for a major collector or arterial shall be 7 percent (7%).
- t. The centerline offset of street jogs shall be no less than 150 feet.
- u. An average of 20 foot wide landscape buffer shall be provided along all State Highways and Arterial, Six-Lane Divided (A6D) streets. These landscape buffers should be planted with hardy native species. Sidewalks or hiking/biking trails may be permitted in these areas with an approved site plan. Driveways are permitted if they are for purposes of crossing the buffer. Parking lots and buildings are specifically prohibited within the buffer. Detention basins and retention ponds are specifically allowed within landscape buffers. Landscape buffers should be shown or otherwise called out on the preliminary plat and the site plan.
- v. Vertical Alignment

Profile grades of streets and alleys shall be connected by vertical curves of a minimum length expressed as a multiple of the algebraic difference between the rates of grades, expressed in feet per hundred feet and the values shown as follows: (L – minimum length of curve) (A – algebraic difference in grade)

L = KA	Design Speed				
	20	25	30	40	50
Crest vertical curve (K)	10	20	30	50	70
Sag vertical curve (K)	15	20	25	35	45

SECTION G.: DRAINAGE

- a) **The Rational Method:** The Rational Method is based on the direct relationship between rainfall and runoff, and the method is expressed by the following equation:
 $Q = CIA$ where:
- i) “Q” is the storm flow at a given point in cubic feet per second (C.F.S.).
 - ii) “C” is a coefficient of runoff.
 - iii) “T” is the average intensity of rainfall in inches per hour for a period equal to the time of concentration. The time of concentration is the sum of overland flow plus pipeline flow from the furthest point in the drainage area.
 - iv) “A” is the area in acres that is tributary to the point of design.
- b) The relationship between rainfall and runoff is expressed through application of the Rational Method with satisfactory accuracy for small watersheds, but the accuracy diminishes as the watershed to which the procedure is applied increases in size. For this reason, in development of runoff rates in larger drainage areas (1000 ac.) use of the unit hydrograph method or other approved method is required. The size and shape of the watershed must be determined through the use of plan metric-topographic maps of the area, supplemented by field surveys in areas where topographic data has changed or where the contour interval is insufficient to adequately determine the direction of flow.
- c) **RUNOFF COEFFICIENTS (C):** Runoff coefficients, as shown in Table I, shall be the minimum used, based on total development under the Owner’s or Applicant’s proposed land uses.
- d) Where land uses other than those listed in Table I are planned, a coefficient shall be developed utilizing values comparable to those shown. Larger coefficients may be used if considered appropriate to the project by the Engineer.

**TABLE 1
RUNOFF COEFFICIENTS**

LAND USE	RUNOFF COEFFICIENT "C"
Agricultural	0.25
Single Family >10-acre average lot area.	0.40
Single Family <10-acre average lot area.	0.50
Multiple Family	0.80
Mobile Home Park	0.80
Parking Lot	0.80
Office	0.80
Neighborhood Service	0.80
General Retail	0.80
Commercial, Church and School	0.80
Central Commercial	0.90
Industrial	0.90
Planned Development	variable

- e) Rainfall Intensity (I) Rainfall intensity will be determined from the rainfall intensity/duration/frequency curve.
- f) Time of Concentration (Tc) The time of concentration is defined as the longest time, without interruption of flow by detention systems, that will be required for a drop of water to flow from the upper limit of the drainage area to the point of concentration. The time of concentration to any point in a storm drainage system is the summation of the inlet time and the time of flow in the conduit or channel. The inlet time is the time for water to flow over the surface of the ground from the upper limit of the drainage area to the first storm drain inlet. The flow time in the conduit or channel is computed by dividing the length of the conduit by the average velocity in the conduit. Inlet time decreases as the slope and the imperviousness of the surface increase.
- g) Minimum inlet time is 10.0 minutes. Minimum inlet time for residential is 15.0 minutes.

SECTION H: DESIGN STORM FREQUENCY

The storm frequency used for this determination will be according to the facility to be designed as listed below. Emergency overflows where used are to be located at sags and T-intersections of streets and designed to prevent erosion and surface water damage.

DESIGN STORM FREQUENCY

Drainage Facility	Storm Frequency
Drainage ditches located in street right-of-way used in conjunction with County Lanes and Parkway street construction with no freeboard	100 years
Pipe storm sewers <u>with</u> emergency overflow to give a combined capacity of <u>100</u> -year frequency	10 years
Pipe storm sewer with <u>no</u> emergency overflow	100 years
All open channels with a minimum of 2 feet freeboard above to the top of the bank	100 years
Culverts (pipe or concrete box)	100 years
Bridges, low point of bridge beams or similar bridge deck supporting structure to be 2 feet above 100-year storm or highest flood recorded, whichever is greater	100 years

Section I. FLOW IN GUTTER AND INLET LOCATION. A storm drain conduit shall begin at the point where the depth of flow based on the 10-year storm frequency reaches the top of curb. Inlets are then to be located as necessary to remove the flow based on a 10-year storm frequency. Multiple inlets at a single location are permitted with sufficient justification provided. Where possible, inlets should be placed upstream from an intersection to prevent large amounts of water running through intersection.

- a) Inlet Sizing: Inlets shall be sized based on the following:

STREET GRADE	LENGTH OF INLET OPENING FOR EACH C.F.S. OF GUTTER FLOW
Sags	0.6 foot
Less than 4%	1 foot
Greater than 4%	1.5 foot

- b) Road and Alley Capacities: Road and alley capacities shall be calculated by the Manning's formula:

$$Q = 1.486 / N \cdot A \cdot R^{2/3} \cdot S^{1/2}$$

SECTION J. ROUGHNESS COEFFICIENTS “n” FOR STORM DRAINS/ROADWAYS

<u>Materials of Construction</u>	<u>Manning’s Coefficient</u>
Monolithic Concrete Structure	0.015
Concrete Pipe	
Good alignment, smooth joints	0.013
Fair alignment, ordinary joints	0.015
Poor alignment, poor joints	0.017
Corrugated Metal Pipe	
Standards unpaved with or without bituminous coating	0.024
Paved invert, 25% of periphery paved	0.021
HDPE Pipe(In Easements Only)	0.014
All Roadways	0.020

SECTION K. RECOMMENDED MAXIMUM VELOCITY

<u>Type of Conduit</u>	<u>Maximum Velocity</u>
Culverts	15 fps
Inlet Laterals	15 fps
Storm Sewers	12 fps
<u>Open Channels</u>	
Earthen	6 fps
Lined	8 fps

SECTION L.

The use of the street for carrying storm water shall be limited to the following:

SPREAD OF WATER – 10 YEAR STORM FREQUENCY

Major Collector or Arterial – One traffic lane to remain clear.

Residential Streets with curbs and gutters – Six inch (6”) depth of flow at curb or no lanes completely clear. Passable with parabolic street section.

Alleys-Contained within the paved surface.

SPREAD OF WATER – 100 YEAR STORM FREQUENCY

Notwithstanding the requirements above, all storm water in the 100-year storm frequency shall be contained within the street or alley right-of-way or within the drainage easement. The water depth shall not be greater than 1" over any curb.

SECTION M. OPEN CHANNELS. Open channels may be used to convey storm waters where closed conduits are not justified economically. The use of existing channels in their natural condition is encouraged when possible. In such cases, an adequate drainage easement shall be dedicated to meet ultimate flow requirements.

- a) For unlimited channel sections, the normal side slope is 4:1 with 3:1 maximum.
- b) For concrete lined channel sections and riprap lined channel sections the paved slopes normally are 2:1 with 1-1/2:1 maximum.
- c) Maximum allowable velocity is 8 fps for unlined channels.

SECTION N. WATER IMPROVEMENTS

- a) All subdivisions shall be provided with a water system that meets the TNRCC requirements.
- b) Water lines shall be laid in streets and alleys right of ways or in easements.
- c) Water mains shall be sized to meet water demand and shall be a minimum of 6-inch nominal internal diameter.
- d) Water services for each lot shall be a minimum of ¾" type K copper. Each service shall be provided with two in-line nylon ball cutoff valves contained inside the meter box. The meter shall have 5/8" diameter yoke. Service to each lot shall have a maximum cover of 18 inches.
- e) Valves shall be located at intersections with a minimum of 2 valves per crossing or as approved by the District Engineer. Valves shall be furnished with extensions, such that the working nut is a maximum of 48" below grade.
- f) Fire hydrants shall be located such that the horizontal distance to any structure in a residential area does not exceed 500 feet laying length. In commercial areas that horizontal distance shall not exceed 300 feet laying length. Fire hydrants shall be located 3 ft. from back-of-curb.
- g) All fire hydrants shall be painted by the Developer in accordance with the size of the line constructed:

- (a) 6 inch line – Red
 - (b) 8 inch line – Blue
- h) Reflective fire hydrant spotters shall be installed in all streets at a point adjacent to fire hydrants.
- i) When PVC pipe is used, 12 gauge single strand wire or tracer tape, blue in color, shall be installed in the backfill material 24 inches above the top of the pipe in accordance with the manufacturer's recommendations.
- j) Water lines shall be installed with a minimum cover over the top of the pipe of 42 inches.
- k) Water lines shall be pressure tested and disinfected in accordance with AWWA C601.
- l) PVC pipe shall have a 6" sand bedding, 6" of sand on each side, 12" of sand over top of pipe.
- m) The design shall conform to the latest criteria set forth in the AWWA Standards, as published by the American Water Works Association and the Texas Natural Resources Conservation Committee (TNRCC) requirements.
- n) The specification for materials and workmanship shall conform to the latest edition of the "Standard Specifications for Public Works Construction" as published by North Central Texas Council of Governments and the TNRCC requirements.
- o) Water meters must be set between the sidewalk and the back of curb unless otherwise indicated.

SECTION O. Sewer Improvements.

- a) All subdivisions shall be provided with sewage disposal system that meets the TNRCC requirements.
- b) The developer shall furnish and install the complete sewage system, including the mains, manholes, cleanouts, Y-branches, service laterals for all lots, life stations and appurtenances.
- c) Sewer pipe shall have a minimum internal diameter of 6 inches.
- d) Lift stations, either temporary or permanent, are permitted.
- e) Sewer service for each lot shall have a minimum, internal diameter of 4 inches. Minimum cover at the property line shall be 4 feet. Need red tracer tape to indicate location of sewer stub out.
- f) Sewer lines may be constructed using the following materials or approved equal:
 - (a) Polyvinyl Chloride Pipe with integral bell.

- g) Pipe bedding specifications shall be subject to approval by the District Engineer. Six (6) inches of sand or rock below and sides of PVC sewers with 12" sand over top of pipe.
- h) Prior to acceptance, the sanitary shall be subjected to an air test and/or leakage test and tv test.
- i) All force mains, stream crossings, railroad crossings and road bores shall be ductile iron pipe.
- j) All railroad crossings and road bores shall be encased in a steel carrier pipe.
- k) Manhole spacing shall be in accordance with TNRCC requirements.
- l) Horizontal curves in sewer lines shall meet the TNRCC requirements.
- m) The specification for materials and workmanship shall conform to the latest addition of the "Standard Specifications or Public Works Construction", published by the North Central Texas Council of Governments and the TNRCC requirements.
- n) All utility lines that pass under a street or alley shall be installed before the street or alley is paved. When it is necessary that utility lines pass under the street or alley pavement, they shall be installed to a point at least three feet beyond the edge of the pavement.

II. CONSTRUCTION AND IMPROVEMENTS

SECTION A. GENERAL.

1. The developer shall prepare, or have prepared, and submit blueline copies in accordance with the requirements of the Design and Construction Standards complete engineering plans of streets, alleys, curbs and gutters, storm sewers and drainage structures, and water and sanitary sewer improvements for the area covered by the plat. The developer shall have such plans prepared by an engineer registered in the state of Texas. The District Engineer shall review the plans and specifications, and, if approved, shall mark them approved and return one (1) set to the developer. Such review shall be performed not later than thirty days after submittal. If not approved, the blueines shall be marked with the objections noted and returned to the developer for correction. No building permits shall be issued for the main structure on a site until the Engineering Plans have been approved or the District Engineer approves the permit.
2. After approval of the final plat and final construction plans, the developer shall install the facilities in accordance with such approved plans, and these regulations. The District Engineer or his or her designee shall inspect the installation of the improvements. Such construction shall be rejected only if it fails to comply with the standards and specifications

contained or referred to herein and technical standards otherwise established not in conflict with those herein.

3. The District may accept any part of any improvement prior to the completion and acceptance of the entire improvement when approved by the District Engineer. Further, the District may issue a letter of conditional acceptance upon the determination by the District that unusual conditions warrant such acceptance and that the District will not be adversely affected.
4. The District Engineer shall approve and issue for the District the title, use and maintenance of the improvements where:
 - a. Such improvements have been found to be installed in accordance with the approved subdivision plat and construction plans; and
 - b. Such improvements have been completed, and have been inspected and approved by the District Engineer; and
 - c. The District is in receipt of a two (2) year maintenance bond from each separate contractor in the amount of 10 percent of the contract price, such period measured from the date of the issuance of a Letter of Acceptance by the District Engineer; and
 - d. "As-Built" plans and mylars have been submitted in the manner required by the District Engineer; and
 - e. The inspection fee has been paid in the amount required by the District.
5. All improvements required herein shall be constructed in accordance with the standards prescribed by these Standards prior to acceptance of the subdivision.

SECTION B. CONSTRUCTION PLANS.

No construction work shall begin on the improvements in any proposed subdivision prior to approval of the final construction plans.

Engineering plans showing details of streets, alleys, culverts, bridges, storm sewers, water mains, sanitary sewers and all engineering details, other than buildings, of the proposed subdivision shall be submitted along with the final plat of the subdivision. Such plans shall be prepared by an engineer registered in the state of Texas.

Copies of the final paving and utility plans, not less than 24" x 36" in sheet size, shall be submitted to, and in the manner prescribed by, the District Engineer and utility companies, including:

1. Streets, alleys, sidewalks, and monuments:

- a. Copies of plans and profiles of all required streets, alleys, sidewalks, crosswalk ways and monuments shall be provided. The right-of-way and paved width of all streets and street names shall be shown, including their top of curb grade and distances with the elevations indicated at all intersections and grade breaks. Such plans shall show the location of all proposed curbs and gutters.

2. Sanitary sewer lines:

- a. Copies of the plans shall be provided. Minimum two (2) foot contour intervals, the location and dimensions of existing sanitary sewer lines, manholes, and the location and size of existing mains to which the system will be connected shall be shown;
- b. Copies of a sanitary sewer layout plan and profiles of proposed sanitary sewer lines, indicating depths and grades of lines, shall be provided;
- c. When a separate sewer system or treatment plant is proposed, copies of plans and specifications of such system or facility shall be provided.

3. Water lines:

- a. Copies of the plans shall be provided. The location and size of existing water lines, valves and fire hydrants, and the location and size of existing mains to which the system will be connected shall be shown;
- b. Copies of plans for all water lines and water line profiles for lines larger than 12" in diameter, valves and fire hydrants shall be provided;
- c. When a separate water system is planned, or when connection to a water system is proposed, copies of the plans and specifications, including fire hydrants, of such system shall be provided.

4. Drainage:

- a. Copies of the plans shall be provided. Minimum two (2) foot contours intervals shall be submitted. Runoff figures shall be indicated on the outlet and inlet side of all drainage ditches and storm sewers.
- b. A general location map of the subdivision showing the entire watershed;
- c. Calculations shall show the anticipated storm water flow, including watershed area, runoff co-efficient, time of concentration, and intensity. When a drainage ditch or storm sewer is proposed, calculations showing the basis for design shall be submitted.
- d. When a drainage channel is proposed, complete plans, profiles, typical cross sections, grades and specifications shall be submitted, showing complete construction details

SECTION C. SURVEY MONUMENTS.

In all subdivisions and additions, all block and lot corners shall be established and set. All corners shall consist of iron rods of a diameter not less than one-half (1/2) inch and twelve (12) inches deep, set a maximum of two (2) inches below finished grade.

SECTION D. STREET AND ALLEY IMPROVEMENTS.

1. Construction:

All streets and alleys shall be constructed in accordance with the Development Standards and these Standards.

2. Internal Streets:

- a. The developer shall be responsible for the dedication of right-of-way and construction of all streets which cross the subdivision.
- b. For any collector that crosses such subdivision, the developer shall be responsible for the installation of the entire pavement width.
- c. In the event it is impractical to install a portion of a street at the time of subdivision development, as determined by the District Engineer, the developer may escrow with the district money in lieu of construction of the required paving. Such escrow amount shall equal the cost for the design and construction of such required paving, including curb and gutter, and sidewalks where applicable, and shall be considered as full and final payment for the installation of said improvements. No further cost shall be assessed the developer thereafter.

3. Connection to Existing Streets:

No building shall be occupied and no use shall commence on a lot until such time as any street or portion thereof providing access to such lot shall have been connected to the existing street system by a street of at least 24 feet in width, located within public right-of-way. The construction of such street extension shall be in accordance with the Development Standards and these Standards.

Where construction of the street extension occurs concurrently with construction of any building on a lot to be served by such extension, an access road shall be provided and maintained for fire apparatus and other emergency vehicles during the construction of the building, or until such time as the extension to the existing street system has been constructed.

4. Engineer's Certificate:

Upon the completion of construction of the street or alley, a certificate shall be provided, signed by a professional engineer, who shall be registered in the State of Texas, that any and all improvements constructed in the subdivision have been completed in accordance with the approved construction plans, and that all monuments and lot markers have been properly located and placed in accordance with this ordinance.

5. Street Signs:

- a. Street signs shall be furnished and installed by the developer at each intersection.

6. Street Lights:

Residential and Collector Streets:
Street lights along residential and collector streets shall be installed and paid for by the developer, including materials and labor.

7. Alleys

Alleys shall not be required, but if installed must conform to these Standards.

SECTION E. SANITARY SEWER.

1. All subdivisions shall be provided with an approved sewage disposal system which shall be connected to an approved sanitary sewer system.
2. The developer shall furnish and install the complete sewage system. The sewage system shall be designed and constructed in accordance with the Wastewater Master Plan, and any applicable Texas Natural Resource Conservation Commission regulations.

SECTION F. WATER.

1. All subdivisions shall be provided with an approved water system which shall be connected to an approved water distribution system.
2. The developer shall furnish and install the complete water system. The water system shall be designed and constructed in accordance with the Water Distribution Master Plan, and any applicable Texas Natural Resource Conservation Commission regulations.

SECTION G. FINISHED FLOOR ELEVATION.

1. Where any lot is adjacent to a flood plain as identified on the Federal Emergency Management Agency (FEMA) maps, there shall be a minimum finished floor elevation of at

least two (2) feet above the one hundred (100) year flood plain elevation, based on ultimate development.

SECTION H. SIDEWALKS.

1. When the delay of sidewalk construction is deemed appropriate due to future right-of-way improvements, escrow of funds in lieu of the construction of sidewalks may be approved by the District Engineer. Such funds shall be escrowed with the District prior to the filing of the subdivision plat with the appropriate county clerk. The escrow amount shall be determined by the square foot cost of constructing such sidewalk, as estimated by the District Engineer. No building permits shall be granted until the escrow has been.

SECTION I. LOT GRADING: A detailed lot grading plan will be prepared that includes proposed grades at lot corners, side and/or rear swale low points and minimum pad and finish floor elevations. The lot grading plan will be prepared at a scale of 1"= 60 feet.

SECTION J. EROSION CONTROL PLAN: An erosion control plan shall be prepared as part of a Storm Water and Pollution Prevention Plan (SWPPP). Erosion control shall be maintained throughout the duration of the development. Erosion control features shall be maintained until adequate ground coverage is established as required by federal law.

SECTION K. EXCEPTIONS AUTHORIZED: The City Council shall have authority to authorize reasonable exceptions to a property's strict conformity with these regulations upon request of a property owner, when it is shown the requested exceptions (1) are not contrary to public interest or the spirit of the Development Standards, (2) do not cause injury to other properties in the area, and (3) allow for the development in a manner contemplated by the Development Standards.

SECTION L. DETENTION FACILITIES: In consideration of the proximity of the tract to Lake Lewisville, no detention facilities are required.

EXHIBIT "E"

INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF AUBREY, TEXAS AND

STATE OF TEXAS §

COUNTY OF DENTON §

This Interlocal Agreement (this "Agreement") is made and entered into as of the date executed by the Mayor of the City of Aubrey, Texas (the "Effective Date") by and between the City of Aubrey, Texas, a municipal corporation situated in Denton County, acting by and through its governing body, the City Council of the City of Aubrey, Texas (the "City") and _____ (the "District"), a conservation reclamation district created pursuant to Article XVI, Section 59 and Article III, Section 52, Texas Constitution and operating pursuant to Chapters _____ Texas Water Code.

RECITALS

WHEREAS, the City is a municipal corporation that provides a full range of governmental services to its citizens; and

WHEREAS, the District is located within the extraterritorial jurisdiction ("ETJ") of the City; and

WHEREAS, the owner of all of the land located within the District has entered into a Development Agreement with the City, dated _____; and

WHEREAS, the Development Agreement contemplates that all or a portion of the water, sanitary sewer and drainage facilities and roads serving the Property shall be provided by and financed by such conservation and reclamation district(s); and

WHEREAS, the District was created by _____; and;

WHEREAS, the District encompasses the _____ acres described in the attached Exhibit "A" (the "Land") which is a portion of the Property; and

WHEREAS, it is contemplated that the District will provide the water, sanitary sewer and drainage facilities and roads serving the Land; and

WHEREAS, the City has the statutory authority to provide water and sanitary sewer facilities to land located within its ETJ; and

WHEREAS, the City also has the authority to provide police, fire fighting and emergency medical services to land within its ETJ; and

WHEREAS, the District has the authority to provide the same facilities and services; and

WHEREAS, the City and District wish to enter into this Agreement to provide between themselves as to which one of them shall be responsible for providing such services and facilities; and

WHEREAS, pursuant to Chapter 791, Texas Government Code, as amended, the City and the District have the authority to enter into this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THESE PREMISES and of the mutual promises, obligations, covenants and benefits herein contained the parties contract and agree as follows:

ARTICLE I

PROVIDING OF WATER, SANITARY SEWER AND DRAINAGE FACILITIES AND SERVICES

The parties hereto agree that as between the City and the District, the District shall be responsible for causing the providing of water, sanitary sewer and drainage facilities and services to customers located within the boundaries of the District. Nothing herein, however, shall limit the rights of the City relative to participating in the installation of water and sanitary sewer facilities, as provided in the Development Agreement.

ARTICLE II

PROVIDING OF POLICE, FIRE FIGHTING AND EMERGENCY MEDICAL SERVICE FACILITIES AND SERVICES

The parties hereto agree that as between the City and the District, the District shall be responsible for providing the police, fire fighting and emergency medical services and necessary equipment to persons located within the District and the City shall not be required to expend any public funds for such purposes. The District may provide such services or contract with third parties to provide such services and the District shall be financially responsible therefore. Nothing herein shall prevent the District and the City from contracting for the City to provide such services, as long as the District remains financially responsible therefore.

ARTICLE III
ANNEXATION AND DISSOLUTION OF THE DISTRICT

The City and District recognize that, as provided by the laws of the State of Texas, the City has the right by annexation of the land within the District to abolish and dissolve the District and to acquire the District's assets and assume the District's obligations. The City hereby agrees that it will not annex the territory within the District any earlier than fifteen (15) years from the date hereof; provided that if prior to such date the District has issued its bonds secured by ad valorem taxes levied on land within the District to finance the water and sanitary sewer facilities to serve the land within the District, the City agrees that it shall not annex the land in the District until all of such bonds have been paid.

ARTICLE IV
TERM OF THE AGREEMENT

This Agreement commences and binds the parties on the Effective Date and continues until such time as the land in the District is annexed by the City.

ARTICLE V
MISCELLANEOUS

5.1. Remedies for Breach. In the event a party subject to the terms of this Agreement shall be determined to be in material breach of the terms hereof, the exclusive remedies available hereunder shall be injunctive relief specifying the actions to be taken by or prohibited of the defaulting party and the actions, if any, permitted to be taken by the non-defaulting party to remedy the default. Such injunctive relief shall be directed solely to the default and shall not address or include any activity or actions not directly related to the default.

A party hereto shall not be not be deemed in breach of its obligations hereunder until the non-defaulting party has given such party written notice of such alleged breach and a commercially reasonable time in which to cure.

5.2. Address and Notice. Unless otherwise provided in this Agreement, any notice to be given under this Agreement shall be given in writing and may be given either by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt requested; delivering the notice to an officer of such party; or sending the notice by facsimile, when appropriate. Notice deposited by mail in the foregoing manner shall be effective the day after the day on which it is deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

Mayor
City of Aubrey
107 S. Main Street
Aubrey, Texas 76227

If to the District, to:

The parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other parties.

5.3. No Additional Waiver Implied. The failure of any party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other parties.

5.4. Reservation of Rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

5.5. Merger. This Agreement embodies the entire understanding between the parties regarding the subject matter of this Agreement and there are no representations, warranties or agreements between the parties covering the subject matter of this Agreement.

5.6. Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

5.7. Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

5.8. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

5.9. Amendments. This Agreement may only be amended (i) by a resolution or ordinance of the City and (ii) by a resolution of the District. No officer or official is authorized or empowered to vary or waive the terms of this Agreement absent such amendment.

5.10. Beneficiaries. This Agreement shall bind and inure to the benefit of the parties hereto, and their permitted successors and assigns.

5.11 Indemnification. It is expressly understood and agreed that the City shall have no involvement, right of control, supervision or direction over the provisions of any services that

are the subject matter of this Agreement, nor the means, methods, sequences, procedures and techniques utilized to provide any such services. There shall be no joint control over any such provision of services. Developer agrees to fully defend, indemnify and hold harmless the City from any claim, proceeding, cause of action, judgment, penalty or any other cost or expense, including, but not limited to, attorneys fees, arising or growing out of or associated with any provision of services to the Property or any person or entity therein, by the Developer, its contractors, subcontractors or any of their agents, representatives or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity.

Accepted and executed on this _____ day of _____, 2004.

“DISTRICT”

By: _____

Name: _____

Its: _____

Accepted and executed on this _____ day of _____, 2004.

“CITY”

CITY OF AUBREY, TEXAS

By: _____
_____, Mayor

ATTEST:

By: _____
_____, Secretary



**City Council Meeting
Staff Report
February 27, 2025**

Agenda Item

Consider and act on a Resolution granting a petition for annexation from Property Owner D.R. Horton – Texas, Ltd., for an approximate 3.24 acre tract of land, generally located at the southwest corner of McNatt Road and Frontier Parkway; out of the James Bridge, Jr. Survey, Abstract 36, Denton County, Texas in the City's extraterritorial jurisdiction; setting a date, time, and place for a public hearing on the proposed annexation of certain property by the City of Aubrey, Texas; authorizing and directing the City Secretary to have published notice of such public hearing; and authorizing and directing City Staff to negotiate and enter into a written services agreement.

Staff Contact

Leanne Wilson, Executive Director of Operations
lwilson@aubreytx.gov

Summary

D.R. Horton—Texas, Ltd. owns approximately 3.24 acres of real property within Aubrey's extraterritorial jurisdiction. The property is located at the southwest intersection of McNatt and Frontier Parkway. Consistent with the Silverado Development Agreement, D.R. Horton-Texas, Ltd. is requesting annexation into the city limits of Aubrey.

Financial Summary

NA

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve the Resolution, setting a Public Hearing for March 27, 2025, at 6:00 p.m. at the Aubrey City Council Chambers, located at 226 Countryside Drive, Aubrey, Texas 76227, and directing the City Secretary to publish notice of hearing, and authorize staff to negotiate and enter into a written services agreement.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, GRANTING A PETITION REQUESTING ANNEXATION INTO THE CORPORATE LIMITS OF THE CITY OF AUBREY BY LANDOWNER, D.R. HORTON – TEXAS, LTD., OF APPROXIMATELY 3.24 ACRES OF LAND, GENERALLY LOCATED AT THE SOUTHWEST CORNER OF MCNATT ROAD AND FRONTIER PARKWAY OUT OF THE JAMES BRIDGES, JR. SURVEY, ABSTRACT NO. 36, DENTON COUNTY, TEXAS, AS DESCRIBED AND SHOWN IN MORE DETAIL IN THE ATTACHED EXHIBIT “A”; PROVIDING FOR THE INCORPORATION OF PREMISES; SETTING A PUBLIC HEARING FOR THE ANNEXATION; AUTHORIZING AND DIRECTING THE CITY SECRETARY TO HAVE NOTICES OF SUCH PUBLIC HEARING BE PROVIDED AS PRESCRIBED BY LAW; AUTHORIZING CITY STAFF TO NEGOTIATE AND EXECUTE A WRITTEN SERVICE AGREEMENT WITH THE PROPERTY OWNER, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey, Texas, is a home rule municipal corporation (the “City”); and

WHEREAS, D.R. Horton – Texas, Ltd. (the “Owner”) is the owner of an approximate 3.24 acre tract of land, generally located at the southwest corner of McNatt Road and Frontier Parkway; out of the James Bridge, Jr. Survey, Abstract 36, Denton County, Texas, (the “Property”) as more specifically described and depicted in Exhibit “A” to a written petition dated February 19, 2025 and filed by Owner requesting to have the Property annexed into the corporate limits of the City, a copy of the petition is attached hereto and incorporated herein as **Exhibit A** (the “Petition”); and

WHEREAS, after investigating the location of the Property, the City Council of the City of Aubrey (the “City Council” or “Council”) has determined and officially finds that the Property is located within the extraterritorial jurisdiction of the City and that no part of the Property is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, pursuant to Section 43.0672 of the Texas Local Government Code, prior to annexation, the City must first negotiate and enter into a written agreement with the Owner for the provision of municipal services for the Property and include: (1) a list of each service the City will provide on the effective date of the annexation; and (2) a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the proposed annexation; and

WHEREAS, the Council has found and determined that the Petition complies with the requirements of State law as necessary for annexation, is appropriate, and that it is in the best interest of the City to grant the Petition; therefore, the Council finds it

necessary to adopt this Resolution setting a public hearing, directing publication, mailing and distribution of notice(s) for the public hearing as required by Chapter 43 of the Texas Local Government Code, and to consider the annexation of the Property; and

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

SECTION 1. The Recitals set forth above are true and correct findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The Property for which annexation is requested is more specifically described and depicted in Exhibit A to the Petition, a true and correct copy of the Petition is attached hereto as **Exhibit A**,

SECTION 3. On **March 27, 2025, at 6:00 p.m.** at the Aubrey City Council Chambers, located at 226 Countryside Drive, Aubrey, Texas 76227, the Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the City of the Property.

SECTION 4. The City Secretary of the City is hereby authorized and directed to cause notice of such public hearing called by Section 3 to be published once in a newspaper having general circulation in the City and in the above-described territory and to be posted on the City's website on or after the twentieth (20th) day but before the tenth (10th) day before the date of such public hearing, in accordance with Chapter 43 of the Texas Local Government Code. In addition, such notice shall be mailed to any school district or public entity providing services to the Property on or after the twentieth (20th) day but before the tenth (10th) day before the date of the public hearing.

SECTION 5. Prior to the institution of annexation, City staff is hereby authorized and directed to negotiate and enter into a written services agreement with the Owner for the extension of municipal services into the Property proposed for annexation. The City Manager, or his designee, is hereby authorized to execute the services agreement.

SECTION 6. The City Council hereby finds, determines and declares that the meeting, at which this Resolution is passed, approved and adopted, was open to the public, and that the public notice of time, place and subject matter to be considered was posted as required by law.

SECTION 7. This Resolution shall be effective from and after its passage as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, this 27th day of February 2025.

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

Exhibit “A” – Petition

Petition for Annexation and Property Description/Depiction

VOLUNTARY PETITION FOR ANNEXATION
TO THE CITY OF AUBREY, TEXAS

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This voluntary Petition for the Annexation of an area within the extraterritorial jurisdiction of the City of Aubrey, Texas (the "City"), is submitted by D.R. Horton – Texas, Ltd., a Texas limited partnership (the "Landowner").

SECTION 1. The undersigned Landowner owns approximately 3.24 acres of real property (the "Property") located wholly within the extraterritorial jurisdiction (the "ETJ") of the City and not within the ETJ or corporate limits of any other town or city, which Property is described by metes and bounds on **Exhibit A**, attached hereto and made part hereof for all purposes.

SECTION 2. The City is a home-rule municipality located in Denton County.

SECTION 3. The Landowner hereby petitions the City Council of the City to annex the Property into the corporate limits of the City.

SECTION 4. The Landowner hereby consents to the annexation of the Property into the corporate limits of the City.

[execution page follows]

RESPECTFULLY SUBMITTED THIS 19 day of Feb, 2025.

LANDOWNER:

D.R. HORTON – TEXAS, LTD.,
a Texas limited partnership

By: D.R. Horton, Inc,
a Delaware corporation
its Authorized Agent

By: [Signature]
Name: David L Booth
Title: Asst VP

STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me, on the 19 day of February, 2025,
by David Booth Asst VP of D.R. Horton, Inc., the Authorized Agent of
D. R. Horton – Texas, Ltd., a Texas limited partnership, on behalf of said entities.

[Signature]
Notary Public in and for the State of Texas

[SEAL]

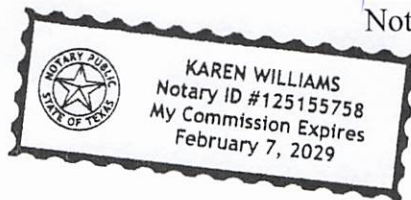


EXHIBIT A

Property Description

BEING that certain tract of land situated in the JAMES BRIDGES, JR. SURVEY, ABSTRACT No. 36, in Denton County, Texas, and being part of that certain called 30.312 acre tract of land described in Deed to D.R. Horton - Texas, Ltd. recorded in Instrument No. 2024-132781, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with cap stamped "BCG 10194538" found on the west right-of-way line of McNatt Road (called 60-foot right-of-way at this point), said right-of-way according to Final Plat of Silverado West, Phase 1, an addition to Denton County, Texas recorded in Document No. 2021-487, PRDCT, said iron rod also being the southeast corner of said D.R. Horton - Texas, Ltd. tract;

THENCE North 88°50'27" West, with the north dedication line of said McNatt Road, a distance of 60.05 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set at the northwest corner of the McNatt Road dedication (becoming called 120-foot right-of-way at this point);

THENCE North 88°50'27" West, with the north line of said Silverado West, Phase 1, and the north line of Silverado West, Phase 4, an addition to Denton County, Texas according to Final Plat recorded in Document No. 2022-291, PRDCT, a distance of 580.81 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" found for corner at the southwest corner of said D.R. Horton - Texas, Ltd. tract, from which a 1/2-inch iron rod with cap stamped "JBI" found at an east corner of a called right-of-way dedication for Frontier Parkway (variable width right-of-way) according to said Silverado West, Phase 4, bears North 88°50'27" West, a distance of 477.29 feet;

THENCE North 38°39'46" West, with the southwest line of the D.R. Horton - Texas, Ltd. tract, a distance of 217.02 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at the beginning of a non-tangent curve to the right, from which a 5/8-inch iron rod with cap stamped "BCG 10194538" found at a southwest corner of the D.R. Horton - Texas, Ltd. tract bears North 38°39'46" West, a distance of 153.26 feet;

THENCE over and across said called 30.312 acre tract, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" set for corner.

Northeasterly, with said curve which has a central angle of 20°56'36", a radius of 800.00 feet, a chord which bears North 80°50'53" East, a chord distance of 290.80 feet, and an arc distance of 292.42 feet;

South 88°40'49" East, a distance of 412.62 feet;

South 42°35'04" East, a distance of 41.61 feet;

And South 03°30'41" West, a distance of 187.68 feet to the POINT OF BEGINNING, and containing an area of 3.243 acres of land.



**City Council Meeting
Staff Report
February 27, 2025**

Agenda Item

Receive a Presentation and hold a discussion regarding an Amendment to the City of Aubrey Land Use Assumptions, Capital Improvements Plan and Roadway Impact Fees, including a potential amendment to roadway impact fees.

Staff Contact

Leanne Wilson, Executive Director of Operations
lwilson@aubreytx.gov

Summary

The table below provides a comparison of the maximum allowable (50% of maximum calculated) roadway impact fees from the 2015 study and the current study:

Maximum Allowable Roadway Impact Fee		
Service Area	2015	2024
1	\$817.00	\$1,076.00
2	\$3,970.50	\$1,540.50

Financial Summary

NA

Staff Recommended Action

Staff Recommended Motion

NA

A. ROADWAY IMPACT FEES

1) INTRODUCTION

Chapter 395 of the Texas Local Government Code allows for the financing of capital improvements by municipalities through the implementation of impact fees. The development of these impact fees is undertaken using the following three steps:

1. Development of land use assumptions to identify types and intensities of land use within the City.
2. Development of a Capital Improvement Plan to include improvements planned for the next 10-year period to accommodate growth in the City.
3. Development of the maximum *calculated* impact fee.

2) LAND USE ASSUMPTIONS

One of the initial steps in developing roadway impact fees includes the identification of data related to the planned land uses for land within the existing City of Aubrey city limits. The land use data provided by the City of Aubrey included projected growth by land use type to occur over the next 10 years (2024-2034) and at build-out. A summary of the land use data provided for the land within the existing city limits of Aubrey by roadway service area at each period of time is provided in **Table 1**.

Table 1 - Summary of Land Use Data

Service Area 1	Land Use	Residential	Industrial	Retail	Office/Institutional
	Unit	Dwelling Units	Square Feet	Square Feet	Square Feet
Year	2024	1,700	299,387	984,503	970,861
	2034	2,300	402,186	1,324,073	1,305,393
	Ultimate	2,300	402,186	1,324,073	1,305,393
Service Area 2	Land Use	Residential	Industrial	Retail	Office/Institutional
	Unit	Dwelling Units	Square Feet	Square Feet	Square Feet
Year	2024	1,649	0	0	0
	2034	2,097	0	0	0
	Ultimate	2,097	0	0	0

3) CAPITAL IMPROVEMENT PLAN

After the land use assumptions within the City have been identified, and with the help of the City's Thoroughfare Plan, a 10-year Capital Improvement Plan (CIP) is developed. This capital improvement plan includes projects intended for construction or partially funded by the City of Aubrey in the next 10 years to serve both existing and future development. In order to be funded by roadway impact fees, a roadway project must be included in the 10-year CIP.

Existing Facilities

The City of Aubrey major roadway and collector street system is partially developed at this time. Several roadways in developed areas are partially built to current thoroughfare plan standards. Most

of the existing streets are two-lane (20' - 40' width) asphalt roadways with open surface drainage. Many of the proposed roadway segments on the thoroughfare plan do not currently exist or are outside the current City Limits. The existing major roadways within the City include US Highway 377 (US 377), FM 428 (both Sherman Road west of South Main Street and Spring Hill Road), FM 1385, FM 2931 and FM 3524 (Sherman Road east of South Main Street), FM . All of the major roadways identified above are under the operation and maintenance jurisdiction of the Texas Department of Transportation (TxDOT).

Proposed Facilities

The City of Aubrey Thoroughfare Plan is the basis for development of the future street system. The thoroughfare system is a conventional network conforming to a hierarchical, functional classification system developed to support the forecast traffic demands of future land use.

The highest classifications of roadway are the Arterial facilities (Principal, Major & Minor). These roadways are multiple lane (4 or 6) facilities with medians that serve the function of controlling access, separating opposing traffic movements and providing an area for the storage of left turning vehicles. The lower classifications are the Collector facilities that are developed to serve the adjoining developments. The character of the developments served should determine the sizes and alignments of Collector roadways.

Capital Improvement Plan for Roadway Impact Fees

Any roadway included in the Thoroughfare Plan was considered for inclusion in the Capital Improvement Plan. The thoroughfare facilities determined for inclusion in the Capital Improvement Plan of this study are tabulated in **Table 2** and graphically illustrated in **Figure 1**. Each listed project includes a description of the planned improvements, the approximate project length, and an engineer's opinion of probable cost to the City. In addition, under existing State Statute, a municipalities' cost associated with TxDOT facilities can be financed with impact fees. All roadways included in the 2024 CIP are identified in the City of Aubrey Thoroughfare Plan.

The engineer's opinions of probable construction cost were prepared without the benefit of a detailed preliminary engineering study for each project. The costs were developed with the assistance of Birkhoff, Hendricks & Carter and are based on roadway project construction bids. Costs of these projects included only those costs that will be paid for by the City of Aubrey. Financing costs for the projects in the CIP were also included in the total estimated cost and the interest rate of 5% was provided by the City of Aubrey for use in this study.

Table 2 - Proposed Roadway Capital Improvements

Project #	Road Name	From	To	Segment Length (ft)	Existing Condition	Planned Configuration	Ultimate Configuration	Notes	Capital Cost	Debt Service (1)	Total Project Cost
Service Area 1											
1-1	Plum St	City Limit	Plum St (W terminus)	385	-	2U	4U	BHC #2	\$ 475,588	\$ 287,660	\$ 763,248
1-2	Rockhill Rd Extension	City Limit	Sherman Dr (FM 428)	1,735	-	4U	4U	BHC #6	\$ 3,410,730	\$ 2,062,986	\$ 5,473,716
1-3	US 377	North City Limit (St. John Rd / Friendship Rd)	South City Limit (S of Concho St)	22,860	2U	6D	6D	TxDOT Project (Landscaping & Lighting)	\$ 10,287,000	\$ 6,222,110	\$ 16,509,110
1-4	McNatt Rd Extension	City Limit	Spring Hill Rd (FM 428)	2,330	-	4D	6D	BHC #1	\$ 8,422,920	\$ 5,094,618	\$ 13,517,538
1-5	Blackjack Rd	Magnolia St	US 377	1,170	2U	1 SB / 2 NB	1 SB / 2 NB	BHC #4	\$ 2,210,000	\$ 1,336,722	\$ 3,546,722
1-6	Blackjack Rd	US 377	City Limits	2,425	2U	3U	4U	BHC #11	\$ 3,042,485	\$ 1,840,252	\$ 4,882,737
1-7	Blackjack Rd	Wilson Cemetery Rd	Sherman Dr (FM 428)	3,720	2U	4U	4U	0	\$ 7,280,000	\$ 4,403,321	\$ 11,683,321
1-8	FM 428/Sherman Dr @ Main St (FM 428)			840	-	-	-	TxDOT - Addition of turn lanes (ROW, Lighting & Design)	\$ 297,000	\$ 179,641	\$ 476,641
									\$ -	\$ -	\$ -
-	Number of Traffic Signals to Construct in Service Area 1:			0					\$ -	\$ -	\$ -
TOTAL									\$ 35,425,723	\$ 21,427,310	\$ 56,853,033
Service Area 2											
2-1	Redfearn Rd	W Duck Point	E Duck Point	913	-	4D	4D		\$ 9,285,000	\$ 5,616,048	\$ 14,901,048
2-2	Silverado Pkwy	N of Frontier Pkwy	N of EMLI Pecan Creek	630	-	4D	4D		\$ 2,070,000	\$ 1,252,043	\$ 3,322,043
									\$ -	\$ -	\$ -
-	Number of Traffic Signals to Construct in Service Area 2:			0					\$ -	\$ -	\$ -
TOTAL									\$ 11,355,000	\$ 6,868,091	\$ 18,223,091

Note:

(1) Debt service cost calculated for financing over 20-years at a 5% annual interest rate



CIP Roadways
Figure 1
January 14, 2025

Legend

Thoroughfare Designations

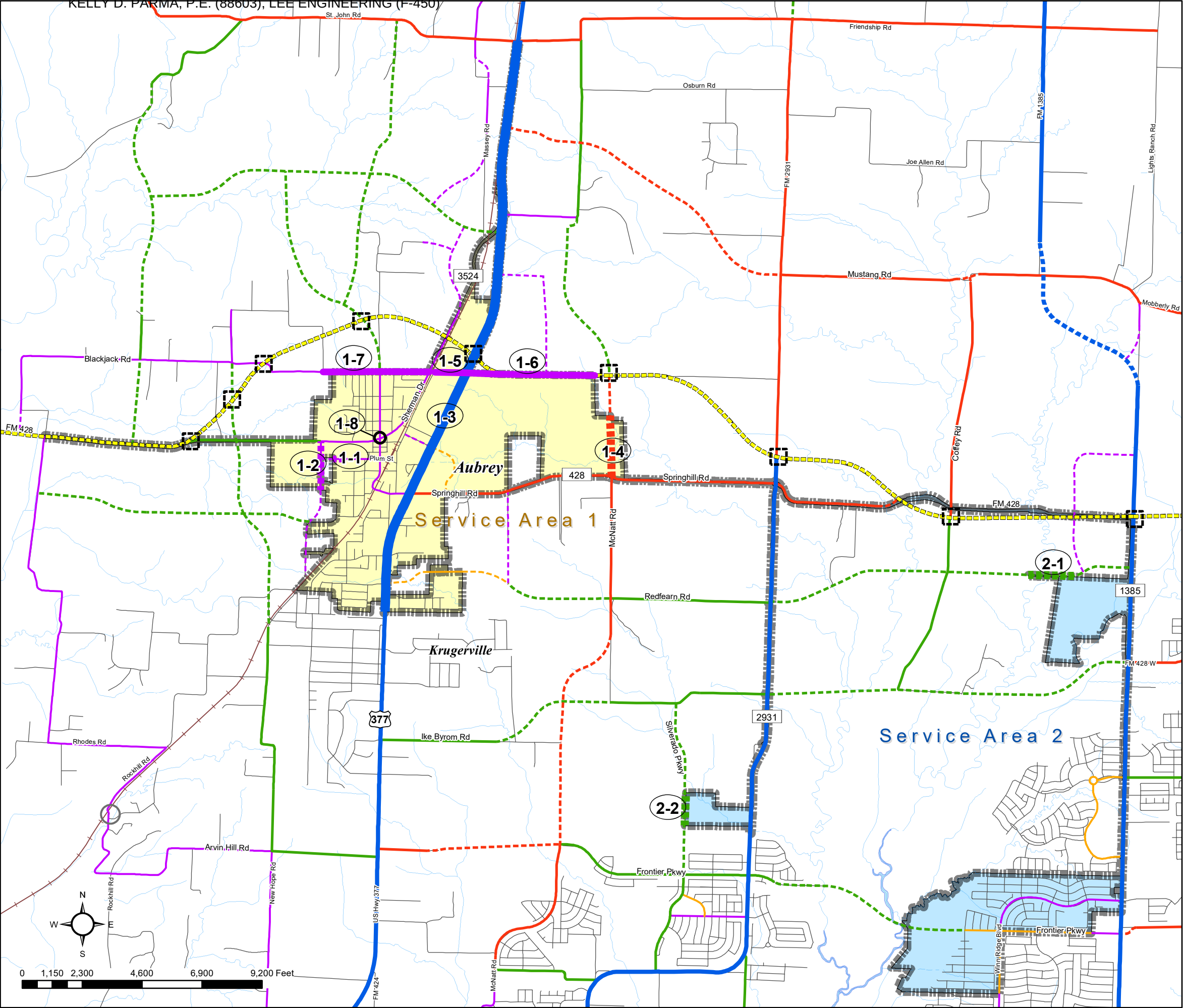
- Highway (500' ROW)
- Principal Arterial (140' ROW)
- Major Arterial (120' ROW)
- Minor Arterial (100' ROW)
- Major Collector (80' ROW)
- Minor Collector (60' ROW)
- Existing Roadway
- Proposed New Roadway
- Existing ROW widths vary.
ROW identified represents minimum ROW.
- ## CIP Project Number

Crossings

- Grade Separated Roadway (Future)

Other

- City Limits
- Service Area 1
- Service Area 2
- Streets
- Railroads
- Rivers & Streams



4) IMPACT FEE CALCULATION

After the land use assumptions and CIP have been finalized, this information is used to determine the maximum fee per service unit (impact fee) that can be charged by the City for new developments. The fee is calculated by dividing the costs of the capital improvements identified as necessary to serve growth forecast to occur during the 10-year planning period (CIP) by the number of service units of growth forecast to occur (using the land use assumptions). The specific steps, as described in following paragraphs of this section include:

1. Determination of a standard service unit;
2. Identification of service area(s) for the City;
3. Analysis of the total capacity, level of current usage, and commitment for usage of capacity of existing improvements;
4. Identification of that portion of the total capital improvements necessary to serve the projected growth over the next 10-year period;
5. Determination of the “standard service unit” and equivalency tables establishing the ratio of a service unit to the types of land use forecast for growth;
6. Calculating the resulting eligible costs per service unit (impact fee) for new developments in the service area.

Service Unit

To determine the impact fee rate applied to thoroughfare facilities the standard service unit selected was “**PM Peak Hour Vehicle-Miles.**” This service unit can be obtained by multiplying the number of trips generated by a specific land use type during the PM peak hour (vehicles) by the average trip length (miles) for that land use. The PM peak hour was chosen because it is usually considered the critical time for roadway analyses. The trip generation data were directly obtained or derived for each defined land use type from the *Trip Generation Manual, 11th Edition* of the Institute of Transportation Engineers, which is the standard data reference to determine vehicle trip generation characteristics of particular land use types and densities. Trip length information for each land use specified was based on data developed for the Dallas-Fort Worth area by the North Central Texas Council of Governments (NCTCOG). The trip length was set at a maximum of three (3) miles for any land use, as this trip length was assumed to be the maximum average distance a trip would travel on roadways within the service areas in the City of Aubrey. **Table 3** shows the typical service units for each land use type used in developing the roadway impact fees.

Table 3 - Service Unit Calculation by Land Use Type

	Variable	PM Peak Trips ¹ (vehicles)	Trip Length ² (miles)	PM Peak Hour Vehicle-Miles
Residential	Dwelling Unit	0.94	3.0	2.82
Office	1,000 ft ²	1.44	3.0	4.32
Commercial / Retail	1,000 ft ²	3.40	3.0	10.20
Industrial	1,000 ft ²	0.65	3.0	1.95

¹ Based on ITE Trip Generation Manual, 11th Edition

² Based on NCTCOG data

Service Areas

The State Statute governing the imposition of development impact fees require that collection and expenditure of fees imposed for street facilities “...is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six miles.” To comply with this State Law, two (2) service areas were established for the City of Aubrey to ensure that funds are spent within six miles of where they are collected. The service areas, which represents land within the current City Limits of the City of Aubrey, is shown in **Figure 2**.

Analysis of 10-Year and Ultimate Growth

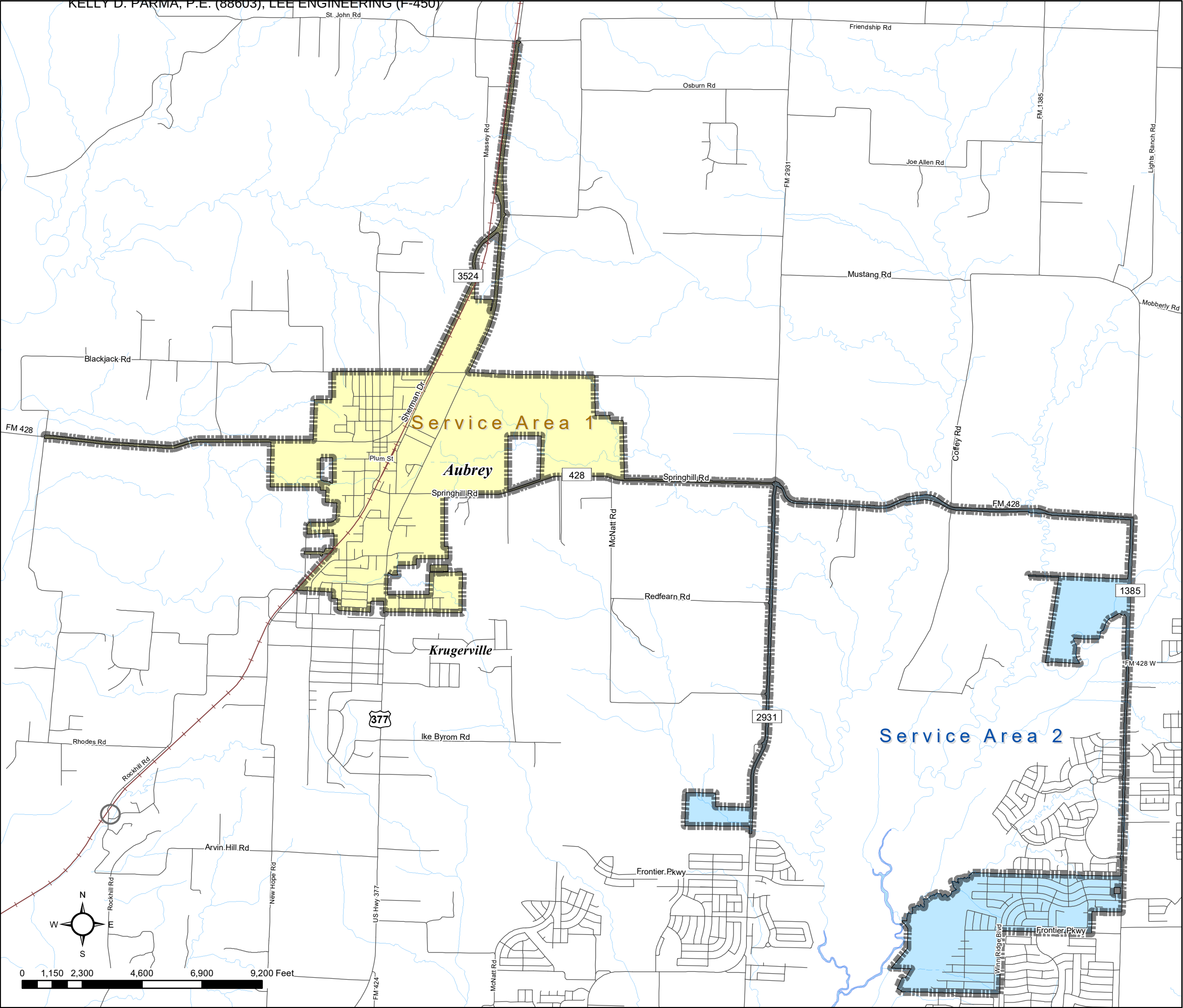
The land use assumption data provided by the City of Aubrey was converted to the standard service unit (vehicle-miles) by applying the trip generation and trip length data provided in Table 3. These results were used to provide an estimate of the existing service units (vehicle-miles) within the two (2) service areas, as well as to forecast the growth in service units for both the next 10-year period (2024-2034) and the ultimate development of the City of Aubrey. **Table 4** shows the portion of ultimate build-out service units that will be attributable to growth within the next 10 years.

Table 4 - Summary of Vehicle-Mileage Distribution by Development Period

	Existing		2024 - 2034		Year 2034 - Ultimate		
Service Area	Vehicle-Miles 2024	Portion of Ultimate Vehicle-Miles	Vehicle-Miles Added 2024-2034	Portion of Ultimate Vehicle-Miles	Vehicle-Miles Added 2034 - Ultimate	Portion of Ultimate Vehicle-Miles	Ultimate Vehicle-Miles
1	19,614	0.7425	6,801	0.2575	0	0.0000	26,415
2	4,650	0.7864	1,263	0.2136	0	0.0000	5,914
Total	24,264		8,065		0		32,329

Capital Improvements Costs Necessary to Serve 10-Year Growth

The total costs for implementing the roadway CIP were identified previously in Table 2. The street facility improvements identified in the CIP will logically serve all existing and future growth by improved safety and drainage characteristics. Therefore, the 10-year eligible costs have been proportioned as the ratio of the 10-year growth to the total number of service units determined for build-out, as provided in Table 4. **Table 5** presents a summary of the roadway capital improvement costs for the two (2) service areas.



Service Areas
Figure 2
January 14, 2025

Legend

- City Limits
- Service Area 1
- Service Area 2
- Streets
- Railroads
- Rivers & Streams

Table 5 - Summary of Capital Improvement Cost by Service Area

Service Area	Zone Cost of Thoroughfare	Portion of Capacity of Thoroughfare Attributed to Growth (2024 - 2034)	Cost of Thoroughfare Attributed to Growth (2024 - 2034)
1	\$56,853,033.00	0.2575	\$14,639,656.00
2	\$18,223,091.00	0.2136	\$3,892,452.24
Totals	\$75,076,124.00		\$18,532,108.24

In order to maintain the equity of impact fee assessment, the cost for streets included in the 10-year Capital Improvement Plan will include the total cost of the street facilities, not reduced by any expected participation. Rather, construction by a developer of an arterial facility within or off-site should be treated as a credit to the impact fee assessment.

Determination of Standard Service Unit Equivalency

Table 6 presents the derivation of service unit equivalents for each of the four defined land use types. The service unit equivalents are referenced to and based on the residential land use.

Table 6 - Thoroughfare Land Use Equivalency

Land Use	Development Unit	Veh-Miles / Development Unit (1)	SU Equivalency (2)
Residential	Dwelling Unit	2.82	1.00
Office	1,000 ft ²	4.32	1.53
Commercial / Retail	1,000 ft ²	10.20	3.62
Industrial	1,000 ft ²	1.95	0.69

Notes:

(1) Based on data from the ITE *Trip Generation Manual* and NCTCOG

(2) Ratio of each land use to service unit of Residential

Cost Per Service Unit (Impact Fee) Calculation

Table 7 presents a summary of the calculations and resulting capital improvement costs attributable to growth per service unit, which represents the maximum *calculated* impact fee. This fee is calculated by taking the cost of the CIP attributable to growth in the next 10 years (Table 5) and dividing it by the estimated growth, or the number of new service units (Table 4), in the next 10 years.

Table 7 - Impact Fee Calculation for Thoroughfare by Service Area

Service Area	Cost of Thoroughfare Attributed to Growth (2024 - 2034)	Number of New Service Units (2024 - 2034)	Cost Per Service Unit	Cost Per Service Unit (Rounded)
1	\$14,639,656.00	6,801	\$2,152.57	\$2,152
2	\$3,892,452.24	1,263	\$3,081.91	\$3,081
Totals	\$18,532,108.24	8,064		

Under current State law, municipalities are required to administer a detailed financial analysis to support the use of an impact fee higher than 50 percent of the eligible costs. As an alternative to performing the financial analysis, the impact fee can be set at or below 50 percent of the total eligible costs, which are shown in Table 7. The City will use either a detailed financial analysis to adjust for tax credits or will use no more than 50 percent of these eligible costs. The resulting maximum allowable roadway impact fee would be \$1,076/vehicle-mile in Service Area 1 and \$1,540.50/vehicle-mile in Service Area 2, if the 50 percent methodology were to be used.

5) SUMMARY OF IMPACT FEE CALCULATION METHODOLOGY

The methodology for calculating the maximum *allowable* impact fee for roadway facilities can be summarized in the following three steps. First, the cost of the roadway facilities (existing roadways eligible for recuperation of construction cost and proposed roadways) that can be attributed to new growth over the 10-year period is determined.

SERVICE AREA 1

Cost of Roadway Facilities (Table 2) = \$56,853,033.00

Proportion of Capacity Attributable to New Growth (Table 4) = 0.2575

Cost of Roadway Facilities Attributable to Growth (2024-2034):

$$\$56,853,033.00 \times 0.2575 = \$14,639,656.00$$

SERVICE AREA 2

Cost of Roadway Facilities (Table 2) = \$18,223,091.00

Proportion of Capacity Attributable to New Growth (Table 4) = 0.2136

Cost of Roadway Facilities Attributable to Growth (2024-2034):

$$\$18,223,091.00 \times 0.2136 = \$3,892,452.24$$

The second step is to determine the maximum *calculated* impact fee. The maximum *calculated* impact fee is the ratio of the total cost for roadway facilities attributable to growth in the next ten years (2024-2034) divided by the total growth in equivalent service units (ESU). The maximum *calculated* impact fee is:

SERVICE AREA 1

Maximum Roadway Impact Fee = $\frac{\text{Eligible Thoroughfare Cost Attributed to Growth (Table 5)}}{\text{Total Growth in Equivalent Service Units (Table 4)}}$

$$= \frac{\$14,639,656.00}{6,801 \text{ ESU}}$$

$$= \$2,152.57 / \text{ESU} = \$2,152 / \text{ESU (Rounded)}$$

SERVICE AREA 2

Maximum Roadway Impact Fee = $\frac{\text{Eligible Thoroughfare Cost Attributed to Growth (Table 5)}}{\text{Total Growth in Equivalent Service Units (Table 4)}}$

$$= \frac{\$3,892,452.24}{1,263 \text{ ESU}}$$

$$= \$3,081.91 / \text{ESU} = \$3,081 / \text{ESU (Rounded)}$$

This amount represents the maximum *calculated* impact fee for roadway facilities. For the final step, the current impact fee legislation requires the City to produce a financial analysis to support a fee greater than 50 percent of the eligible costs or to reduce the maximum calculated impact fee by 50 percent. If the City chooses to use a maximum *allowable* impact fee of 50 percent of the maximum calculated fee, the amount for Service Area 1 would be $\$2,152 \times 50\% = \mathbf{\$1,076.00}$, while the amount for Service Area 2 would be $\$3,081 \times 50\% = \mathbf{\$1,540.50}$.

6) IMPACT FEE CALCULATION EXAMPLE

A service units by land use table is provided in **Table 8** and represents an expansion of the basic land uses used for calculating the impact fee. This table identifies the total service units generated by specific uses within each land use category and includes land uses which may develop over the next 10-year period. To obtain the impact fee to be charged for a particular land use, the impact fee per service unit adopted by the City and the service units per development unit generated for that particular land use from Table 8 are used. Examples for calculating the impact fee for both a single-family dwelling unit and a 50,000 ft² shopping center (commercial / retail facility) assuming maximum *allowable* impact fees of \$1,076.00 per service unit (Service Area 1) and \$1,540.50 per service unit (Service Area 2) are shown after Table 8.

Table 8 - Service Units by Land Use

CATEGORY	LAND USE	DEVELOPMENT UNITS ¹	ITE TRIP RATE ²	TRIP LENGTH ³	PASS-BY TRAFFIC ⁴	SERVICE UNITS ⁵	IMPACT FEE / DEVELOPMENT UNIT ⁶	
							Service Area 1	Service Area 2
RESIDENTIAL								
	Single-Family Detached	Dwelling Unit	0.94	3.0	0	2.82	\$3,034.32	\$4,344.21
	Apartment/Multifamily	Dwelling Unit	0.51	3.0	0	1.53	\$1,646.28	\$2,356.97
OFFICE	Office Building	1,000 ft ² GFA	1.44	3.0	0	4.32	\$4,648.32	\$6,654.96
COMMERCIAL								
	Automobile Care Center	1,000 ft ² GFA	3.11	3.0	0.25	7.00	\$7,532.00	\$10,783.50
	Convenience Stores/Gas Pumps	Fueling Positions	22.76	2.4	0.75	13.66	\$14,698.16	\$21,043.23
	Discount Superstore	1,000 ft ² GFA	4.33	2.5	0.29	7.69	\$8,274.44	\$11,846.45
	Drive-in Bank	1,000 ft ² GFA	21.01	1.7	0.35	23.22	\$24,984.72	\$35,770.41
	Fast Food Restaurant	1,000 ft ² GFA	33.03	2.4	0.55	35.67	\$38,380.92	\$41,297,869.92
	Golf Course	Acres	0.28	2.5	0	0.70	\$753.20	\$1,078.35
	High-Turnover (Sit-Down) Restaurant	1,000 ft ² GFA	9.05	3.0	0.43	15.48	\$16,656.48	\$17,922,372.48
	Home Improvement Store	1,000 ft ² GFA	2.29	3.0	0.42	3.98	\$4,282.48	\$6,131.19
	Hotel	Rooms	0.59	3.0	0	1.77	\$1,904.52	\$2,726.69
	Pharmacy/Drugstore	1,000 ft ² GFA	10.25	2.8	0.49	14.64	\$15,752.64	\$22,552.92
	Shopping Center	1,000 ft ² GFA	3.40	3.0	0.29	7.24	\$7,790.24	\$11,153.22
	Supermarket	1,000 ft ² GFA	8.95	2.5	0.24	17.01	\$18,302.76	\$26,203.91
	Walk-in Bank	1,000 ft ² GFA	12.13	1.7	0.35	13.40	\$14,418.40	\$20,642.70
INDUSTRIAL								
	Industrial	1,000 ft ² GFA	0.65	3.0	0	1.95	\$2,098.20	\$3,003.98
	Mini-Warehouse	1,000 ft ² GFA	0.15	3.0	0	0.45	\$484.20	\$693.23
INSTITUTIONAL								
	School	Students	0.16	2.1	0	0.34	\$365.84	\$523.77
	Day Care Center	Students	0.79	2.7	0.44	1.19	\$1,280.44	\$1,833.20
	Nursing Home	1,000 ft ² GFA	0.59	2.5	0	1.48	\$1,592.48	\$2,279.94
	House of Worship	1,000 ft ² GFA	0.49	2.1	0	1.03	\$1,108.28	\$1,586.72

¹ GFA = Gross Floor Area

² (Vehicles); Based on ITE *Trip Generation Manual*, 11th Edition

³ (Miles); Based on NCTCOG Data

⁴ Percentage of traffic already passing by site - land use is an intermediate destination

⁵ (Vehicle-Miles)

⁶ Based on 50% of maximum calculated impact fee (\$1,076/veh-mile for Service Area 1 and \$1,540.50/veh-mile for Service Area 2)

* This table reflects individual land uses within each category. For land uses not included in the table above, an applicant may provide supporting documentation for the use of a similar land use or an alternative service unit calculation.

Service Area 1 – Example Calculations

SINGLE-FAMILY DWELLING

- Vehicle-Miles per Development Unit for Single-Family Dwelling Unit
(1 Dwelling Unit) x (2.82 Vehicle-Miles / Dwelling Unit) = 2.82 Vehicle-Miles
- Assume 50 percent of the Maximum Calculated Roadway Impact Fee = \$1,076.00 / Service Unit:
(2.82 Vehicle-Miles) x (\$1,076.00 / Vehicle-Miles) = \$3,034.00

50,000 ft² SHOPPING CENTER

- Vehicle-Miles per Development Unit for Shopping Center
(50,000 ft²) x (7.24 Vehicle-Miles / 1,000 ft²) = 362.00 Vehicle-Miles
- Assume 50 percent of the Maximum Calculated Roadway Impact Fee = \$1,076.00 / Service Unit:
(362.00 Vehicle-Miles) x (\$1,076.00 / Vehicle-Miles) = \$389,512.00

Service Area 2 – Example Calculations

SINGLE-FAMILY DWELLING

- Vehicle-Miles per Development Unit for Single-Family Dwelling Unit
(1 Dwelling Unit) x (2.82 Vehicle-Miles / Dwelling Unit) = 2.82 Vehicle-Miles
- Assume 50 percent of the Maximum Calculated Roadway Impact Fee = \$1,540.50 / Service Unit:
(2.82 Vehicle-Miles) x (\$1,540.50 / Vehicle-Miles) = \$ 4,344.00

50,000 ft² SHOPPING CENTER

- Vehicle-Miles per Development Unit for Shopping Center
(50,000 ft²) x (7.24 Vehicle-Miles / 1,000 ft²) = 362.00 Vehicle-Miles
- Assume 50 percent of the Maximum Calculated Roadway Impact Fee = \$1,540.50 / Service Unit:
(362.00 Vehicle-Miles) x (\$1,540.50 / Vehicle-Miles) = \$557,661.00

City of Aubrey

2024-2034

Roadway Impact Fee Update

**Capital Improvement Advisory & Impact Fee Committee Meeting
February 12, 2025**



Purpose

Receive a briefing and have a discussion regarding potential updates to the land use assumptions, capital improvements plans and roadway impact fees.

Take appropriate action to make a recommendation to the City Council regarding updates of the land use assumptions, capital improvements plan, and potential roadway impact fee updates.

State Statue

Local Government Code, Chapter 395

LOCAL GOVERNMENT CODE

TITLE 12. PLANNING AND DEVELOPMENT

SUBTITLE C. PLANNING AND DEVELOPMENT PROVISIONS APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 395. FINANCING CAPITAL IMPROVEMENTS REQUIRED BY NEW DEVELOPMENT IN MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL GOVERNMENTS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 395.001. DEFINITIONS. In this chapter:

(1) "Capital improvement" means any of the following facilities that have a life expectancy of three or more years and are owned and operated by or on behalf of a political subdivision:

(A) water supply, treatment, and distribution facilities; wastewater collection and treatment facilities; and storm water, drainage, and flood control facilities; whether or not they are located within the service area; and

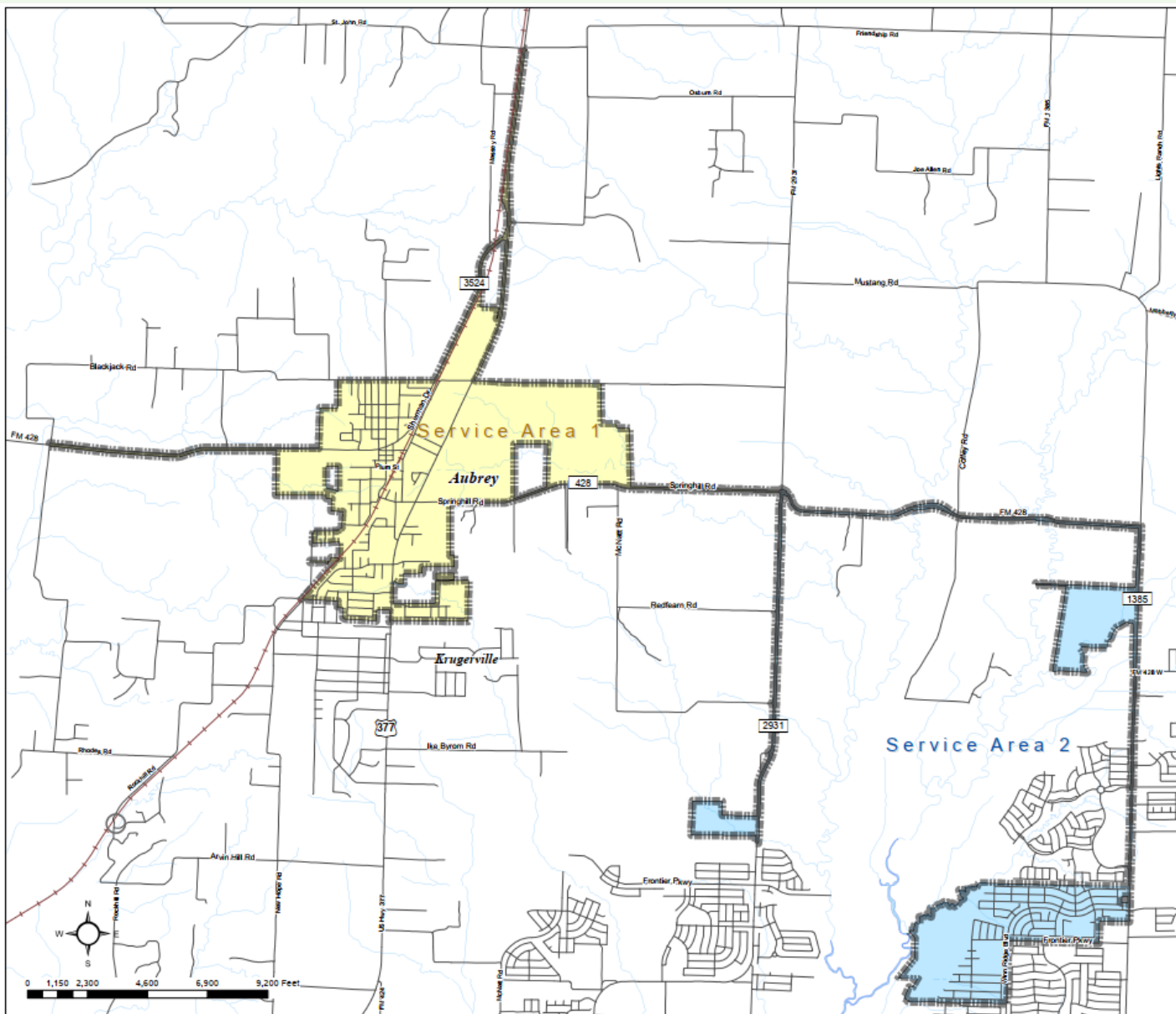
(B) roadway facilities.

(2) "Capital improvements plan" means a plan required by this chapter that identifies capital improvements or facility expansions for which impact fees may be assessed.

(3) "Facility expansion" means the expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new development. The term does not include the repair, maintenance, modernization, or expansion of an existing facility to better serve existing development.

Methodology

- **Service Area**
- 10-Year Land Use Assumptions
- 10-Year Capital Improvement Plan
- Service Unit
- Portion of CIP to Serve 10-Year Growth
- Impact Fee (Calculated and Allowable)



Legend

- City Limits
- Service Area 1
- Service Area 2
- Streets
- Railroads
- Rivers & Streams



Methodology

- Service Area
- **10-Year Land Use Assumptions**
- 10-Year Capital Improvement Plan
- Service Unit
- Portion of CIP to Serve 10-Year Growth
- Impact Fee (Calculated and Allowable)



September 20, 2024

Chapter 395 of the Texas Local Government Code requires the land use assumptions be updated when cities of Texas update the impact fees. The land use assumptions were derived from the City's current land use plan and the current zoning map to formulate the residential populations and non-residential area growth within the 10-year impact fee period.

This letter presents the growth projections for City of Aubrey to be utilized for the Roadway Impact Fee Update for the planning years 2024 through 2034 for two service areas. This includes the updated land use assumptions (prepared by the City) within the existing City limits.

A summary of the existing and projected land use data for Service Area 1 and Service Area 2, within the existing City limits, is illustrated in the following tables.

Table 1 – Service Area 1 Land Use Data

Year	Residential Population	Residential Dwelling Units	*Retail/Commercial Square Feet	**Industrial Square Feet	**Office/Institutional Square Feet
2024	4,420	1,700	984,503	299,387	970,861
2034	5,987	2,300	1,324,073	402,186	1,305,393
Buildout	5,987	2,300	1,324,073	402,186	1,305,393

**FAR Ratio for Retail/Commercial use is 0.1*

***FAR Ratio for Industrial and Office/Institutional is 0.2*

- Values obtained from 2024 City of Aubrey Zoning Map provided by City on 9/12/24

Table 2 – Service Area 2 Land Use Data

Year	Residential Population	Residential Dwelling Units	*Retail/Commercial Square Feet	**Industrial Square Feet	**Office/Institutional Square Feet
2024	4,287	1,649	n/a	n/a	n/a
2034	5,452	2,097	n/a	n/a	n/a
Buildout	5,452	2,097	n/a	n/a	n/a

Table 2, year 2024 consists of residential lots within the Winn Ridge development and the EMLI apartments and is considered built out. Year 2034 includes the Duck Creek Development.

10-Year Land Use Assumptions

Service Area 1	Land Use	Residential	Industrial	Retail	Office/Institutional
	Unit	Dwelling Units	Square Feet	Square Feet	Square Feet
Year	2024	1,700	299,387	984,503	970,861
	2034	2,300	402,186	1,324,073	1,305,393
	Ultimate	2,300	402,186	1,324,073	1,305,393
Service Area 2	Land Use	Residential	Industrial	Retail	Office/Institutional
	Unit	Dwelling Units	Square Feet	Square Feet	Square Feet
Year	2024	1,649	0	0	0
	2034	2,097	0	0	0
	Ultimate	2,097	0	0	0

Methodology

- Service Area
- 10-Year Land Use Assumptions
- **10-Year Capital Improvement Plan**
- Service Unit
- Portion of CIP to Serve 10-Year Growth
- Impact Fee (Calculated and Allowable)

10-Year Roadway CIP

Project #	Road Name	From	To	Segment Length (ft)	Existing Condition	Planned Configuration	Ultimate Configuration	Notes	Capital Cost	Debt Service (1)	Total Project Cost
Service Area 1											
1-1	Plum St	City Limit	Plum St (W terminus)	385	-	2U	4U		\$ 475,588	\$ 287,660	\$ 763,248
1-2	Rockhill Rd Extension	City Limit	Sherman Dr (FM 428)	1,735	-	4U	4U		\$ 3,410,730	\$ 2,062,986	\$ 5,473,716
1-3	US 377	North City Limit (St. John Rd / Friendship Rd)	South City Limit (S of Concho St)	22,860	2U	6D	6D	TxDOT Project (Landscaping & Lighting)	\$ 10,287,000	\$ 6,222,110	\$ 16,509,110
1-4	McNatt Rd Extension	City Limit	Spring Hill Rd (FM 428)	2,330	-	4D	6D		\$ 8,422,920	\$ 5,094,618	\$ 13,517,538
1-5	Blackjack Rd	Magnolia St	US 377	1,170	2U	1 SB / 2 NB	1 SB / 2 NB		\$ 2,210,000	\$ 1,336,722	\$ 3,546,722
1-6	Blackjack Rd	US 377	City Limits	2,425	2U	3U	4U		\$ 3,042,485	\$ 1,840,252	\$ 4,882,737
1-7	Blackjack Rd	Wilson Cemetery Rd	Sherman Dr (FM 428)	3,720	2U	4U	4U		\$ 7,280,000	\$ 4,403,321	\$ 11,683,321
1-8	FM 428/Sherman Dr @ Main St (FM 428)			840	-	-	-	TxDOT - Addition of turn lanes (ROW, Lighting & Design)	\$ 297,000	\$ 179,641	\$ 476,641
									\$ -	\$ -	\$ -
TOTAL									\$ 35,425,723	\$ 21,427,310	\$ 56,853,033
Service Area 2											
2-1	Redfearn Rd	W Duck Point	E Duck Point	913	-	4D	4D		\$ 9,285,000	\$ 5,616,048	\$ 14,901,048
2-2	Silverado Pkwy	N of Frontier Pkwy	N of EMLI Pecan Creek	630	-	4D	4D		\$ 2,070,000	\$ 1,252,043	\$ 3,322,043
									\$ -	\$ -	\$ -
TOTAL									\$ 11,355,000	\$ 6,868,091	\$ 18,223,091

Note:

(1) Debt service cost calculated for financing over 20-years at a 5% annual interest rate

Legend

Thoroughfare Designations

- Highway (500' ROW)
- Principal Arterial (140' ROW)
- Major Arterial (120' ROW)
- Minor Arterial (100' ROW)
- Major Collector (80' ROW)
- Minor Collector (60' ROW)
- Existing Roadway
- Proposed New Roadway
- Existing ROW widths vary.
ROW identified represents minimum ROW.

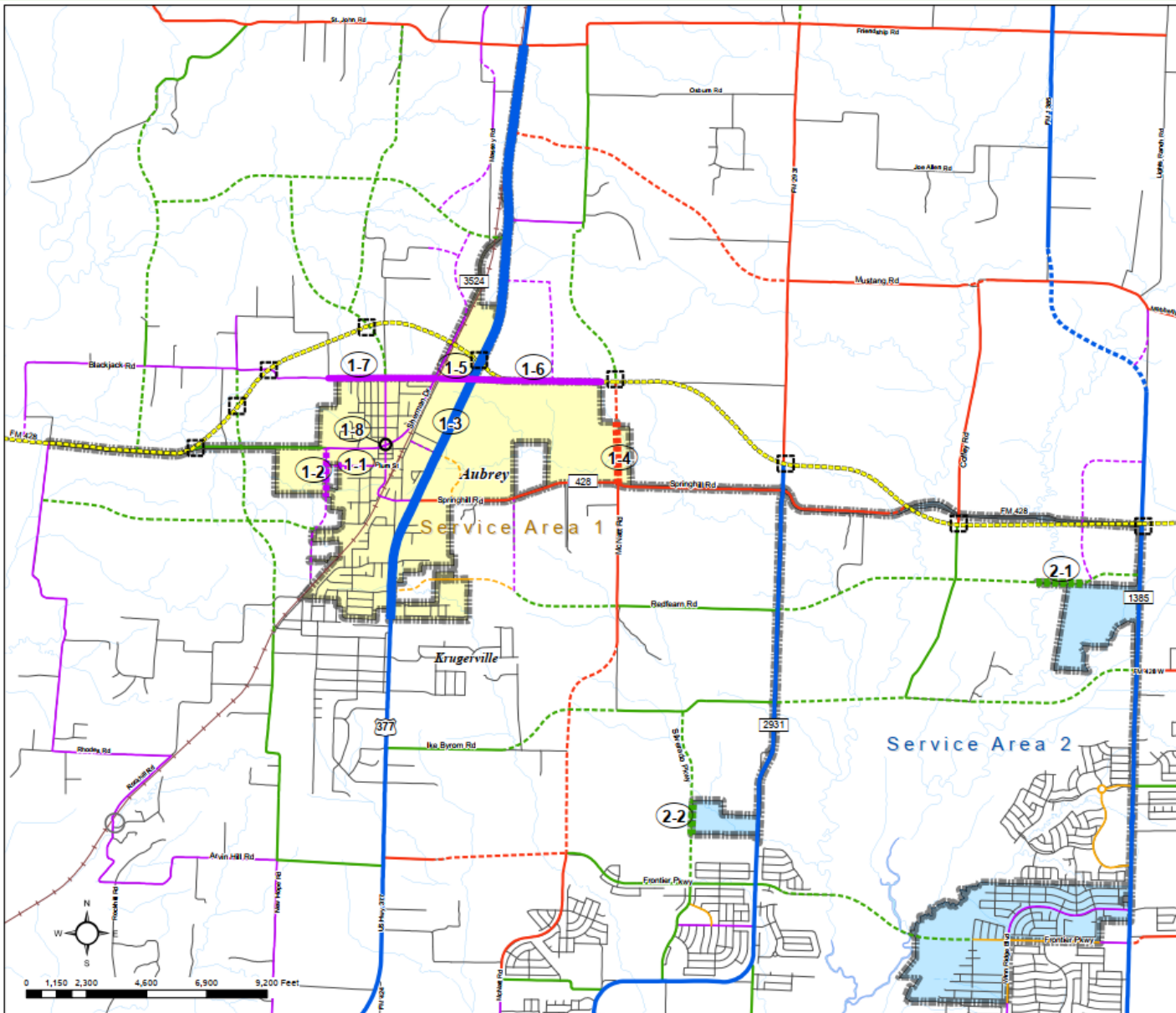
CIP Project Number

Crossings

- Grade Separated Roadway (Future)

Other

- City Limits
- Service Area 1
- Service Area 2
- Streets
- Railroads
- Rivers & Streams



Methodology

- Service Area
- 10-Year Land Use Assumptions
- 10-Year Capital Improvement Plan
- **Service Unit**
- Portion of CIP to Serve 10-Year Growth
- Impact Fee (Calculated and Allowable)

Service Unit

- PM Peak Hour Vehicle-Mile
 - ITE *Trip Generation Manual*, 11th Edition
 - Workplace Travel Survey
- Service Units
 - Developed for each land use identified in “Land Use Assumptions for Impact Fees”

	Variable	PM Peak Trips (vehicles)	Trip Length (miles)	PM Peak Hour Vehicle-Miles
Residential	Dwelling Unit	0.94	3.0	2.82
Office	1,000 ft ²	1.44	3.0	4.32
Commercial / Retail	1,000 ft ²	3.40	3.0	10.20
Industrial	1,000 ft ²	0.65	3.0	1.95

Methodology

- Service Area
- 10-Year Land Use Assumptions
- 10-Year Capital Improvement Plan
- Service Unit
- **Portion of CIP to Serve 10-Year Growth**
- Impact Fee (Calculated and Allowable)

Portion of CIP to Serve 10-Year Growth

	Existing		2024 - 2034		Year 2034 - Ultimate		
Service Area	Vehicle-Miles 2024	Portion of Ultimate Vehicle-Miles	Vehicle-Miles Added 2024-2034	Portion of Ultimate Vehicle-Miles	Vehicle-Miles Added 2034 - Ultimate	Portion of Ultimate Vehicle-Miles	Ultimate Vehicle-Miles
1	19,614	0.7425	6,801	0.2575	0	0.0000	26,415
2	4,650	0.7864	1,263	0.2136	0	0.0000	5,914
Total	24,264		8,065		0		32,329

Service Area	Zone Cost of Thoroughfare	Portion of Capacity of Thoroughfare Attributed to Growth (2024 - 2034)	Cost of Thoroughfare Attributed to Growth (2024 - 2034)
1	\$56,853,033.00	0.2575	\$14,639,656.00
2	\$18,223,091.00	0.2136	\$3,892,452.24
Totals	\$75,076,124.00		\$18,532,108.24

Methodology

- Service Area
- 10-Year Land Use Assumptions
- 10-Year Capital Improvement Plan
- Service Unit
- Portion of CIP to Serve 10-Year Growth
- **Impact Fee (Calculated and Allowable)**

Maximum Roadway Impact Fee by Service Area (Calculated)

SERVICE AREA 1

Maximum Roadway Impact Fee = $\frac{\text{Eligible Thoroughfare Cost Attributed to Growth}}{\text{Total Growth in Equivalent Service Units}}$

$$= \frac{\$14,639,656.00}{6,801 \text{ ESU}}$$

$$= \$2,152.57 / \text{ESU} = \$2,152 / \text{ESU (Rounded)}$$

SERVICE AREA 2

Maximum Roadway Impact Fee = $\frac{\text{Eligible Thoroughfare Cost Attributed to Growth}}{\text{Total Growth in Equivalent Service Units}}$

$$= \frac{\$3,892,452.24}{1,263 \text{ ESU}}$$

$$= \$3,081.91 / \text{ESU} = \$3,081 / \text{ESU (Rounded)}$$

Maximum Roadway Impact Fee by Service Area (Allowable)

Current impact fee legislation requires the City to produce a financial analysis to support a fee greater than 50 percent of the eligible costs or to reduce the maximum calculated impact fee by 50 percent.

If the City chooses to use a maximum *allowable* impact fee of 50 percent of the maximum calculated fee:

- Service Area 1: $\$2,152 \times 50\% = \$1,076.00$
- Service Area 2: $\$3,081 \times 50\% = \$1,540.50$

Roadway Impact Fee Comparisons

Previous Study		
Service Area	Maximum Calculated	Maximum Allowable
1	\$1,634.00	\$817.00
2	\$7,941.00	\$3,970.50

Current Study		
Service Area	Maximum Calculated	Maximum Allowable
1	\$2,152.00	\$1,076.00
2	\$3,081.00	\$1,540.50

Current Fee	
SA 1	\$817.00
SA 2	\$2,666.67
Recommended Fee	
SA 1	TBD
SA 2	TBD

Sample Roadway Impact Fee by Land Use

SINGLE-FAMILY DWELLING UNIT

Service Area 1

- Vehicle-Miles per Development Unit for Single-Family Dwelling Unit
 $(1 \text{ Dwelling Unit}) \times (2.82 \text{ Vehicle-Miles / Dwelling Unit}) = 2.82 \text{ Vehicle-Miles}$
- Assume 50 percent of the Maximum Calculated Roadway Impact Fee = \$1,076.00 / Service Unit:
 $(2.82 \text{ Vehicle-Miles}) \times (\$1,076.00 / \text{Vehicle-Miles}) = \$3,034.00$

Service Area 2

- Vehicle-Miles per Development Unit for Single-Family Dwelling Unit
 $(1 \text{ Dwelling Unit}) \times (2.82 \text{ Vehicle-Miles / Dwelling Unit}) = 2.82 \text{ Vehicle-Miles}$
- Assume 50 percent of the Maximum Calculated Roadway Impact Fee = \$1,540.50 / Service Unit:
 $(2.82 \text{ Vehicle-Miles}) \times (\$1,540.50 / \text{Vehicle-Miles}) = \$4,344.00$

Sample Roadway Impact Fee by Land Use

50,000 ft² SHOPPING CENTER

Service Area 1

- Vehicle-Miles per Development Unit for Shopping Center
 $(50,000 \text{ ft}^2) \times (7.24 \text{ Vehicle-Miles} / 1,000 \text{ ft}^2) = 362.00 \text{ Vehicle-Miles}$
- Assume 50 percent of the Maximum Calculated Roadway Impact Fee = \$1,076.00 / Service Unit:
 $(362.00 \text{ Vehicle-Miles}) \times (\$1,076.00 / \text{Vehicle-Miles}) = \$389,512.00$

Service Area 2

- Vehicle-Miles per Development Unit for Shopping Center
 $(50,000 \text{ ft}^2) \times (7.24 \text{ Vehicle-Miles} / 1,000 \text{ ft}^2) = 362.00 \text{ Vehicle-Miles}$
- Assume 50 percent of the Maximum Calculated Roadway Impact Fee = \$1,540.50 / Service Unit:
 $(362.00 \text{ Vehicle-Miles}) \times (\$1,540.50 / \text{Vehicle-Miles}) = \$557,661.00$

City of Aubrey

2024-2034

Roadway Impact Fee Update

QUESTIONS & DISCUSSION



Roadway Impact Fee Schedule

Advisory Committee (P&Z) Meetings	City Council Meeting	City Staff / Consulting Engineer	Meeting/ Action	Agenda and Action Required
February 12, 2025			CIP Advisory Committee	Special Advisory Committee Meeting: a) Review of LUA, CIP and Impact Fee Update
February 12, 2025			CIP Advisory Committee	Special Advisory Committee Meeting: a) Review Comparison Chart b) Recommendation Letter
	February 27, 2025		City Council	Set the Public Hearing date to be on March 27, 2025, for: a) LUA, CIP, and Roadway Impact Fee Updates
		February 28, 2025	City Staff Public Notice	Staff to send Public Notice to local newspaper for public hearing on March 27, 2025, for: a) LUA, CIP, and Roadway Impact Fee Updates
	March 27, 2025		City Council Public Hearing	I. City Council Public Hearing: a) LUA, CIP, and Roadway Impact Fee Updates II. City Council Public Hearing Resolution Adopting: a) LUA, CIP, and Roadway Impact Fee Updates

CATEGORY	LAND USE	DEVELOPMENT UNITS ¹	ITE TRIP RATE ²	TRIP LENGTH ³	PASS-BY TRAFFIC ⁴	SERVICE UNITS ⁵	IMPACT FEE / DEVELOPMENT UNIT ⁶	
							Service Area 1	Service Area 2
RESIDENTIAL								
	Single-Family Detached	Dwelling Unit	0.94	3.0	0	2.82	\$3,034.32	\$4,344.21
	Apartment/Multifamily	Dwelling Unit	0.51	3.0	0	1.53	\$1,646.28	\$2,356.97
OFFICE	Office Building	1,000 ft ² GFA	1.44	3.0	0	4.32	\$4,648.32	\$6,654.96
COMMERCIAL								
	Automobile Care Center	1,000 ft ² GFA	3.11	3.0	0.25	7.00	\$7,532.00	\$10,783.50
	Convenience Stores/Gas Pumps	Fueling Positions	22.76	2.4	0.75	13.66	\$14,698.16	\$21,043.23
	Discount Superstore	1,000 ft ² GFA	4.33	2.5	0.29	7.69	\$8,274.44	\$11,846.45
	Drive-in Bank	1,000 ft ² GFA	21.01	1.7	0.35	23.22	\$24,984.72	\$35,770.41
	Fast Food Restaurant	1,000 ft ² GFA	33.03	2.4	0.55	35.67	\$38,380.92	\$41,297,869.92
	Golf Course	Acres	0.28	2.5	0	0.70	\$753.20	\$1,078.35
	High-Turnover (Sit-Down) Restaurant	1,000 ft ² GFA	9.05	3.0	0.43	15.48	\$16,656.48	\$17,922,372.48
	Home Improvement Store	1,000 ft ² GFA	2.29	3.0	0.42	3.98	\$4,282.48	\$6,131.19
	Hotel	Rooms	0.59	3.0	0	1.77	\$1,904.52	\$2,726.69
	Pharmacy/Drugstore	1,000 ft ² GFA	10.25	2.8	0.49	14.64	\$15,752.64	\$22,552.92
	Shopping Center	1,000 ft ² GFA	3.40	3.0	0.29	7.24	\$7,790.24	\$11,153.22
	Supermarket	1,000 ft ² GFA	8.95	2.5	0.24	17.01	\$18,302.76	\$26,203.91
	Walk-in Bank	1,000 ft ² GFA	12.13	1.7	0.35	13.40	\$14,418.40	\$20,642.70
INDUSTRIAL								
	Industrial	1,000 ft ² GFA	0.65	3.0	0	1.95	\$2,098.20	\$3,003.98
	Mini-Warehouse	1,000 ft ² GFA	0.15	3.0	0	0.45	\$484.20	\$693.23
INSTITUTIONAL								
	School	Students	0.16	2.1	0	0.34	\$365.84	\$523.77
	Day Care Center	Students	0.79	2.7	0.44	1.19	\$1,280.44	\$1,833.20
	Nursing Home	1,000 ft ² GFA	0.59	2.5	0	1.48	\$1,592.48	\$2,279.94
	House of Worship	1,000 ft ² GFA	0.49	2.1	0	1.03	\$1,108.28	\$1,586.72

¹ GFA = Gross Floor Area

² (Vehicles); Based on ITE Trip Generation Manual, 11th Edition

³ (Miles); Based on NCTCOG Data

⁴ Percentage of traffic already passing by site - land use is an intermediate destination

⁵ (Vehicle-Miles)

⁶ Based on 50% of maximum calculated impact fee (\$1,076/veh-mile for Service Area 1 and \$1,540.50/veh-mile for Service Area 2)

* This table reflects individual land uses within each category. For land uses not included in the table above, an applicant may provide supporting documentation for the use of a similar land use or an alternative service unit calculation.



**City Council Meeting
Staff Report
February 27, 2025**

Agenda Item

Consider and take action to set a public hearing on the Amendment of Impact Fees, applicable to roadways, to be held on March 27, 2025 at 6:00 p.m. at the Aubrey City Council Chambers in order to receive public comment and consider the Amendment of the City of Aubrey Land Use Assumptions, Capital Improvements Plan, and Roadway Impact Fees, including the adoption of amended roadway impact fees.

Staff Contact

Leanne Wilson, Executive Director of Operations
lwilson@aubreytx.gov

Summary

This item is setting a public hearing in accordance with Subchapter C, Section 395.055 of the Texas Local Government Code. The City of Aubrey, Texas schedules a public hearing on March 27, 2025, at 6:00 p.m. at the Aubrey City Council Chambers to consider the amendment of land use assumptions, capital improvements plans, and roadway impact fees, including the imposition of amended roadway impact fees.

Any member of the public has the right to appear at the hearing and present evidence for or against the update.

Financial Summary

NA

Staff Recommended Action

Staff Recommended Motion



**City Council Meeting
Staff Report
February 27, 2025**

Agenda Item

Consider and act on an Interlocal Cooperation Agreement between the City of Aubrey and Denton County, Texas, for the reconstruction of Frontier Parkway in an amount not to exceed \$1,840,000.00; and authorize the Mayor to execute necessary documents.

Staff Contact

Leanne Wilson, Executive Director of Operations
lwilson@aubreytx.gov

Summary

This agreement provides for the reconstruction of a section of Frontier Parkway as a four-lane undivided roadway between FM 1385 and approximately Arlo Way. The section of roadway is currently asphalt and in bad shape. Since it is not in the City Limits, it is maintained by the County.

Denton County has agreed to reimburse the city with fifty percent of the total cost of reconstructing the roadway as a curb and gutter concrete street. This improvement will match with the other sections of concrete pavement, and it will allow for the future realignment of Parvin by Celina and a traffic signal by TxDOT.

Once the improvement is complete, the remaining section of Frontier Parkway will be annexed into the city limits and Aubrey will maintain the roadway.

The estimated total completion cost for the Project is \$1,840,000.00, with the County agreeing to contribute an amount which shall not exceed \$920,000.00. Although the City will provide the up front funding, the final cost to the City will be \$920,000.00 following the reimbursement from the County.

Financial Summary

This item will be funded from the development fee accounts and funds are available.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve an Interlocal Cooperative Agreement with Denton County.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
DENTON COUNTY, TEXAS, AND THE CITY OF AUBREY, TEXAS**

THIS AGREEMENT is made, entered into and executed by and between Denton County, Texas (“the County”), a duly organized political subdivision of the State of Texas; and the City of Aubrey, Texas (“the City”), a duly organized political subdivision of the State of Texas. The County and the City are collectively referred to herein as “the Parties.”

WHEREAS, the County and the City mutually desire to enter into this Agreement to provide reconstruction of Frontier Parkway as a four-lane undivided roadway between FM 1385 and Winn Ridge Boulevard, located entirely in the municipal limits of the City and Denton County Commissioner Precinct #1, hereinafter “the Project”; and

WHEREAS, the estimated cost of completion for the Project is ONE MILLION EIGHT HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$1,840,000.00), with the County agreeing to contribute an amount which shall not exceed NINE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$920,000.00), and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter “the Act,” provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the City hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and the City value the timely completion of the Project which involves roads which are an integral part of the County’s road system, and the Parties are undertaking the Project to facilitate safe travel on an improved roadway;

NOW, THEREFORE, this Agreement is hereby made and entered into by the County and the City upon and for the mutual consideration stated herein:

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the County and the City hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads, and drainage. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually, and in accordance with Section

791.011(d)(3) of the Act, each Party is paying for the performance of governmental functions and services from current revenues available to the paying party.

II.

The County and the City hereby agree that the scope of the Project shall be to provide reconstruction of Frontier Parkway as a four-lane undivided roadway between FM 1385 and Winn Ridge Boulevard, at an estimated cost of ONE MILLION EIGHT HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$1,840,000.00), with the County agreeing to contribute an amount which shall not exceed NINE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$920,000.00) toward satisfactory completion of the Project. The Project is located entirely within the municipal limits of the City and Denton County Commissioner Precinct #1.

III.

The County hereby agrees to contribute an amount which shall not exceed NINE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$920,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

IV.

The City agrees to provide all construction and maintenance of the Project. The City also agrees to contribute an amount of NINE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$920,000.00) toward satisfactory completion of the Project. The City shall timely provide the County with all invoices and requested documentation in an amount which shall not exceed NINE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$920,000.00).

V.

This exchange of in-kind services between the County and the City is deemed adequate consideration for the obligations exchanged by the Parties herein.

VI.

As the City proceeds with the completion of the Project, the City shall submit all invoices for reimbursement to the Denton County Auditor, Mr. Jeff May, 1 Courthouse Drive, Suite 2000, Denton, Texas 76208, c/o Mr. John Polster, Innovative Transportation Solutions, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234. The City shall submit invoices on a monthly basis, and the County shall reimburse the City on a pro rata basis for all approved expenses related to the Project within thirty calendar days of receipt of an invoice from the City, provided that all expenditures are made in a manner which is consistent with the terms of this Agreement. Upon satisfactory completion of the Project, the County and the City shall prepare and complete a full audit of the

Project.

VII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the City's representative below, the governing body of the City by the execution of and approval of this Agreement hereby approves of the expenditure of County money to finance the construction, improvement, maintenance, or repair of a street or alley in the County that is located in the City.

VIII.

This agreement may be terminated in whole, or in part, by the County or the City upon thirty days written notice to the other party. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

IX.

This Agreement represents the entire integrated agreement between the County and the City and supersedes all prior negotiations, representations, and agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For City: Honorable Chris Rich, Mayor
City of Aubrey, Texas
107 S Main Street
Aubrey, Texas 76227

Copy To: Jenny Hicks, City Secretary
City of Aubrey, Texas
107 S Main Street
Aubrey, Texas 76227

For County: Honorable Andy Eads, Denton County Judge
1 Courthouse Drive, Suite 3100
Denton, Texas 76208
andy.eads@dentoncounty.gov
holly.sadlowski@dentoncounty.gov

Copy To: Denton County District Attorney's Office - Civil Division
1450 East McKinney Street, Suite 3100
Denton, Texas 76209

X.

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall be in Denton County, Texas.

XI.

The City agrees and understands that the City, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of the County.

XII.

The City agrees to accept full responsibility for the acts, negligence and omissions of all City employees, agents, subcontractors or contract laborers and for all other persons doing work under a contract or agreement with the City.

XIII.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the City waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XIV.

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 fullest extent possible.

XV.

The undersigned officers and 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 resolutions extending said authority have been duly passed and are now in full force and effect.

XVI.

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed, and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this _____ day of _____, 2025.

DENTON COUNTY, TEXAS

1 Courthouse Drive, Suite 3100
Denton, Texas 76209

CITY OF AUBREY, TEXAS

107 S Main Street
Aubrey, Texas 76227

By: _____
Honorable Andy Eads
Denton County Judge
Acting by and on behalf of the authority
of the Denton County Commissioners Court

By: _____
Honorable Chris Rich
Mayor of the City of Aubrey, Texas
Acting by and on behalf of the authority
of the City of Aubrey, Texas

ATTEST:

ATTEST:

By: _____
Denton County Clerk

By: _____
City Secretary

COUNTY AUDITOR'S CERTIFICATE

I hereby certify funds are available to accomplish and pay the obligation of Denton County, Texas, under this Agreement.

Denton County Auditor

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT

Denton County, Texas, acting by and through the Denton County Commissioners Court, hereby gives its specific written approval to the following Project, prior to beginning of the Project in satisfaction of Texas Government Code §791.014. The scope of the Project shall be to provide reconstruction of Frontier Parkway as a four-lane undivided roadway between FM 1385 and Winn Ridge Boulevard, at an estimated cost of completion of ONE MILLION EIGHT HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$1,840,000.00). The Project shall be located entirely within the municipal limits of the City of Aubrey and Denton County Commissioner Precinct #1.

The County hereby agrees to contribute an amount which shall not exceed NINE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$920,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

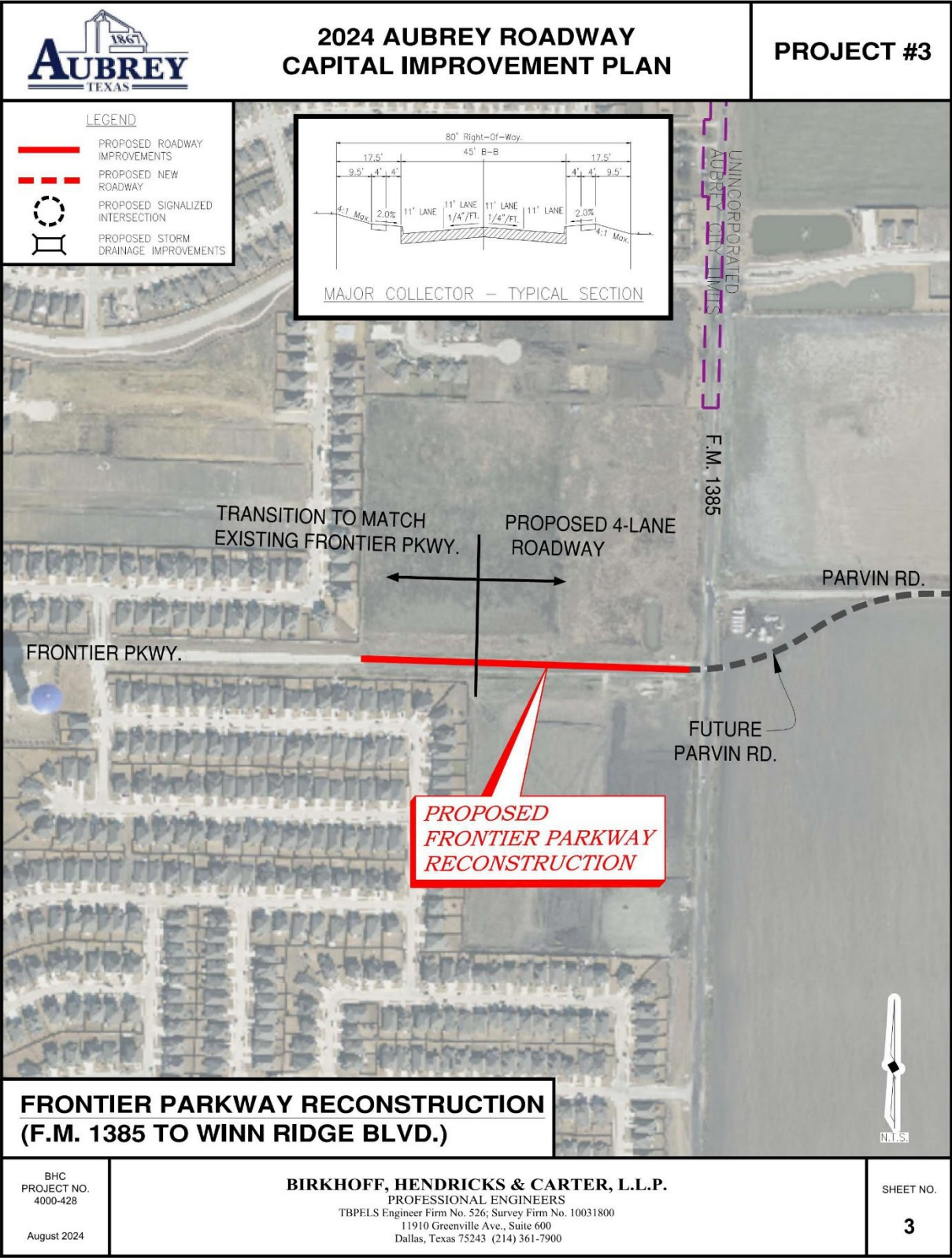
The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas, and the City of Aubrey, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: _____

By: _____
Presiding Officer of the Denton
County Commissioners Court

EXHIBIT A: PROJECT EXHIBIT





**City Council Meeting
Staff Report
February 27, 2025**

Agenda Item

Second reading: Consideration and action regarding Resolution 995-25 approving a Project of the Aubrey Municipal Development District providing a Targeted Improvement grant for 377 Car Wash located at 930 US Hwy. 377 for \$11,491.39.

Staff Contact

Christine Gossett, MDD Executive Director
cgossett@aubreytx.gov
940-440-9343

Summary

This is the second reading for this project at 930 US Hwy. 377. The applicant is requesting a Targeted Improvement Grant for exterior façade and signage improvements for the maximum allowed matching funds. The grant request was for \$11,491.39.

The first reading for this project was held at the City Council meeting on January 23, 2025. The MDD Board met on January 14, 2025 and held a public hearing and reviewed the grant and approved the application not to exceed the \$11,491.39 match, per the grant policy.

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. This grant meets the requirements and eligible items as stated in the Targeted Improvement Policy.

Financial Summary

The applicant is requesting matching funds up to \$11,491.39 to cover eligible item costs for façade, lighting, and qualified signage improvements at 930 S. US Hwy. 377.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to APPROVE Resolution 984-25 as presented.

RESOLUTION NO. 995-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, AUTHORIZING THE AUBREY MUNICIPAL DEVELOPMENT DISTRICTS' EXPENDITURE OF UP TO \$11,491.39 TO 377 CAR WASH FOR A TARGETED IMPROVEMENT GRANT; 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, 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, as that term is defined by Sections 55-151-505.158 of the Texas Local Government Code; and

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's population is less than 20,000; and

WHEREAS, the AMDD Board has held a public hearing on the expenditure of up to \$11,491.39 to 377 Car Wash (the "Applicant") by the AMDD as a Targeted Improvement Grant for the improvement of the building located at 930 Hwy. 377 South, Aubrey, Texas, to provide matching funding for certain façade improvements, exterior lighting, signage, and demolition costs, as identified in the application documents submitted by the Applicant (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 January 23, 2025, and on second reading on February 27, 2025; 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.

After conducting two readings as required by law, the City Council hereby authorizes the Project and authorizes AMDD's expenditure of up to \$11,491.39 to 377 Car Wash, 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 were given, as required by Chapter 551 of the Texas Government Code, the Open Meetings Act.

SECTION 4.

This Resolution shall take effect after its second reading and adoption.

PASSED AND APPROVED ON FIRST READING this 23rd day of January, 2025.

PASSED AND APPROVED ON SECOND READING this 27th day of February, 2025.

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney



**City Council Meeting
Staff Report
February 27, 2025**

Agenda Item

Consider and action on Ordinance 891-25 authorizing the street name change of Springhill Road to South Main Street where South Main converts to Springhill Road and ending at U.S. Route 377; and authorizing both the renaming and the renumbering of certain addresses for properties in the 200,300 and 400 blocks of Springhill Road; and proving an effective date.

Staff Contact

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

Summary

Main Street often serves as a unifying symbol, fostering a sense of belonging among residents and providing a central point for community activities, businesses, and local culture. Main Street typically embodies the historical and social heart of a town, encouraging foot traffic and economic growth by attracting visitors and promoting local businesses.

The re-naming of the short piece of roadway from Springhill to Main Street between Hwy 377 and the railroad tracks can help to revitalize the downtown area, making it more inviting and accessible, while also reinforcing civic pride. Such a change could help create a renewed focus on community engagement, revitalization efforts, and could instill a connection to the shared history of the city. The connection to US 377 will draw attention to the Main Street District.

There are currently three businesses, three single-family residences (rented), one apartment complex and one vacant lot that have the Springhill address and will be affected by the change.

Financial Summary

Staff Recommended Action

Approve

Staff Recommended Motion

**CITY OF AUBREY, TEXAS
ORDINANCE NO. 891-25**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, AUTHORIZING THE STREET NAME CHANGE OF SPRINGHILL ROAD TO SOUTH MAIN STREET WHERE SOUTH MAIN CONVERTS TO SPRING HILL ROAD AND ENDING AT U.S. ROUTE 377; AND AUTHORIZING THE RENUMBERING OF CERTAIN ADDRESSES FOR PROPERTY IN THE 200, 300 AND 400 BLOCKS OF SPRINGHILL ROAD; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey 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

WHEREAS, the City Council has determined that it is in the best interests of the public and the City to rename Springhill Road to S. Main Street, which includes certain properties with addresses in the 200, 300 and 400 blocks of Springhill Road to South Main Street; and

WHEREAS, each owner of property adjacent to, abutting and/or having an address on the street being considered for a name change has been notified of the proposed street name change and renumbering; and

WHEREAS, no abutting or affected property owners objected to the street name change and renumbering; and

WHEREAS, the Mayor, or designee, shall direct the replacement of street signs reflecting the street name change and renumbering; and

WHEREAS, the Denton County Central Appraisal District, Post Office and other service providers shall be notified at the direction of the Mayor, or designee, of the street name change and renumbering; and

WHEREAS, the City Council deems it necessary and in the best interests of the public to rename certain addresses for properties located in the 200, 300 and 400 blocks of Springhill Road to be officially named South Main Street and to be renumbered as reflected on Exhibit "A".

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

SECTION 1.
Findings Incorporated

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

SECTION 2.
Amendment

Certain properties with street addresses in the 200, 300 and 400 blocks of Springhill Road within the City limits are hereby officially renamed with addresses in the 700, 800 and 900 block of South Main Street as shown in the list of properties attached and incorporated herein as **Exhibit “A”**, and as represented on the photograph of the current street attached and incorporated as **Exhibit “B”**; where South Main Street meets the current Springhill Road and ends at the intersection of U.S. Route 377. The Mayor, or designee, is hereby authorized to direct the replacement of street signs to reflect the name change and renumbering as provided herein and to notify Denton County Central Appraisal District, Post Office, and other service providers of street name change.

SECTION 3.
Savings; Repealer

This Ordinance shall be cumulative of all provisions of ordinances of the City of Aubrey, Texas, 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 4.
Severability

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 5.
Effective Date

This Ordinance shall take effect and be in full force from and after its passage and publication, as required by law, and it is so ordained.

DULY PASSED AND APPROVED by the City Council of the City of Aubrey, Texas, on this the 27th day of February 2025.

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

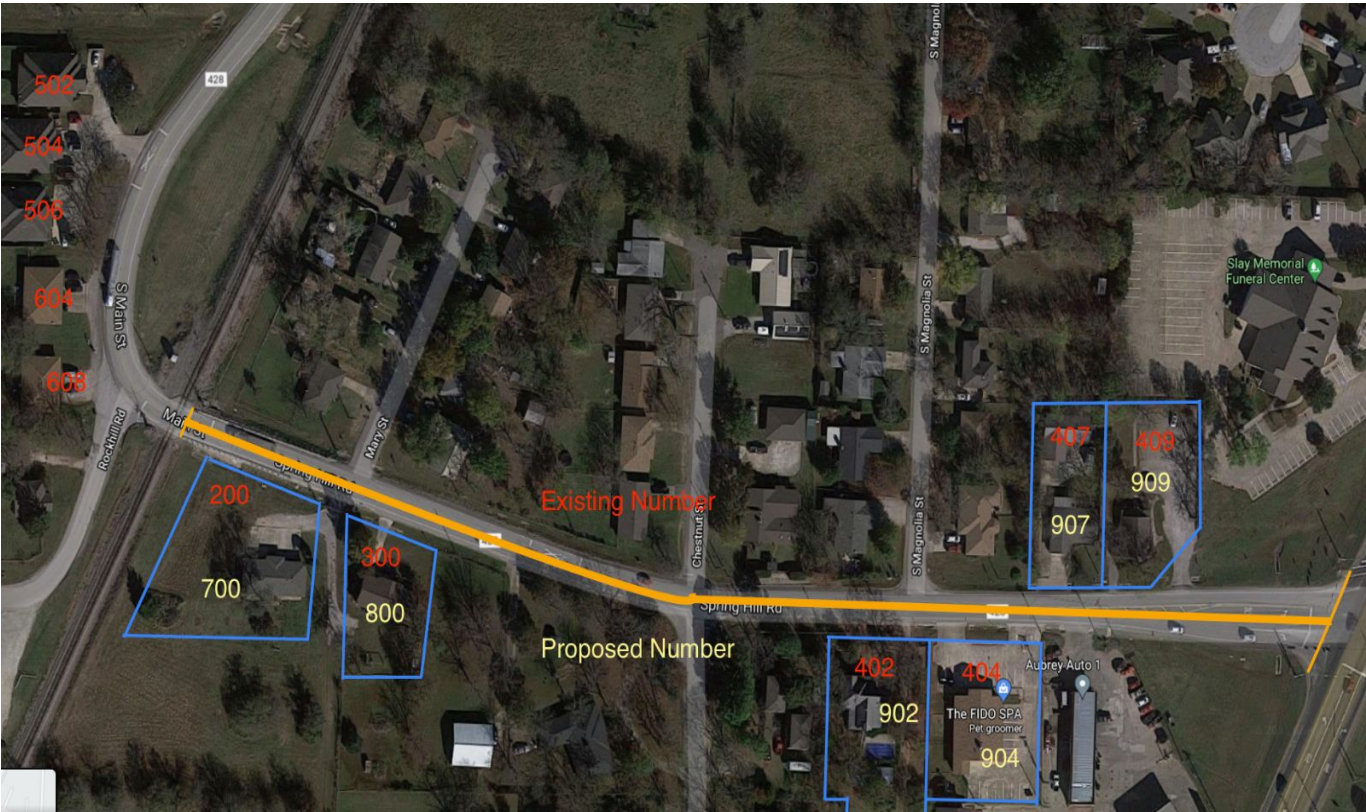
Patricia Adams, City Attorney

Exhibit” A”

Spring Hill Street Rename

Parcel ID	Current Use	Current Address	Owner	Owners Address	City	State	Zip	Proposed Address
51619	Residential	200	Spring Hill	Redstone Construction	911 Amethyst Dr	Oak Point	TX 75068	700 S. Main
101925	Residential	300	Spring Hill	Bridget Estes	10250 Osburn Rd	Pilot Point	TX 76258	800 S. Main
101927	Vacant Lot			Bernard Fuggle	700 Chestnut St	Aubrey	TX 76227	804 S. Main
52499	Commercial	402	Spring Hill	Irving & Brenda Baker	402 Spring Hill	Aubrey	TX 76227	902 S. Main
111195	Commercial	404	Spring Hill	RFB Capital LLC	8700 Stonebrook Pkwy, Unit 191	Frisco	TX 75034	904 S. Main
51834	Residential	407	Spring Hill	Hair Illusions LLC	6270 Indian Paint Rd	Aubrey	TX 76227	907 S. Main
52493	Commercial	406	Spring Hill	AW Aubrey Management, LLC	3245 Main ST STE 235-188	Frisco	TX 75034	906 S. Main
52146	Commercial	409	Spring Hill	Hair Illusions LLC	409 Spring Hill	Aubrey	TX 76227	909 S. Main

Exhibit “B”





**City Council Meeting
Staff Report
February 27, 2025**

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

Since being appointed to the Library Advisory Board in September, Justin Hamzeh has not attended any Board meetings. Multiple attempts have been made by staff to reach out to Justin, including phone calls, emails, and other forms of communication; however, there has been no response or contact from the member. Given the member's lack of participation and non-responsiveness, staff recommends removal of Justin Hamzeh from the Library Advisory Board.

Financial Summary

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to Remove Justin Hamzeh from the Aubrey Area Library Advisory Board.