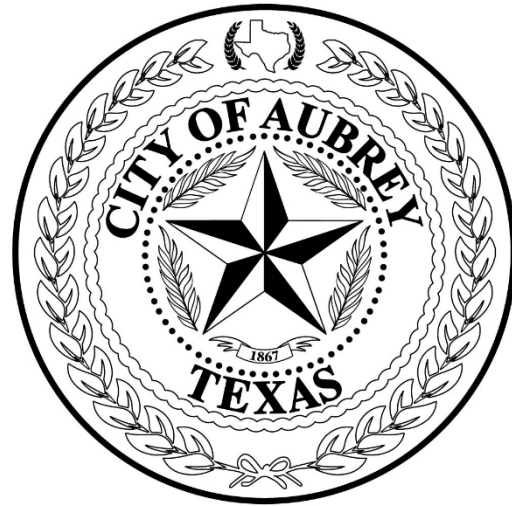


City Council Meeting

Aubrey City Council Chambers
226 Countryside Dr.
Aubrey, TX 76227
June 26, 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. - Summer Music Series July 19th from 5:00 to 9:00 PM at Veterans Memorial Park featuring Reverend Horton Heat with special guest Ottoman Turks
- Fruit Jar Junction Market will be July 5th from 8:00 AM until noon at Veterans Memorial Park.
- Fire Department Awards

- Public Works New Hires
- Proclamation

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 May 22, 2025 and June 14, 2025 meetings.
3. Approve Monthly Staff Reports
4. Approve Monthly Financial Report.
5. Approve the request from Council member(s) identified in the Staff report as an excused absence from the May 22, 2025 Regular City Council meeting.
6. Approve an Interlocal Agreement between the City of Aubrey and the Ribbonwood Municipal Utility District for Fire Protection Services; and authorize the Mayor or designee to execute necessary documents.
7. Approve an Interlocal Agreement between the City of Aubrey and the Ribbonwood Municipal Utility District for Police Services; and authorize the Mayor or designee to execute necessary documents.
8. Approval of the engagement of Whitley Penn, LLP as the City's independent auditing firm and authorize the Mayor or his designee to sign the fiscal year 2025 audit engagement letter.
9. Approve an Interlocal Cooperation Agreement with Denton County for Shared Governance Communications & Dispatch Service System agreement, authorizing the Mayor, the City Manager, the Fire Chief and the Chief of Police to execute the same on behalf of the City of Aubrey.
10. Approve an Interlocal Cooperation Agreement between Denton County and the City of Aubrey Fire and Police Departments for the use of the Denton County Radio Communications System, authorizing the Mayor, the Fire Chief and Chief of Police to execute the same on behalf of the City of Aubrey.

11. Approve a Resolution for reimbursement expressing intent to reimburse certain expenditures from the proceeds of future bonds in the amount of \$3,020,000.00.
12. Consideration and action on accepting the Public Improvements to Matthews Park, and authorize final payment to D.L. Meacham for \$47,686.78.
13. Consideration and action on accepting the Public Improvements to Leslie Park, and authorize final payment to ALCC, LLC dba Perfect Finish Landscaping for \$68,636.45.
14. Consideration and action on a Professional Engineering Services Agreement with Birkhoff, Hendricks and Carter for the City of Aubrey Surface Water Delivery Point No. 1 for an amount not to exceed \$607,100 and authorize the City Manager to execute necessary documents.
15. Consideration and action on a Professional Engineering Services Agreement with Birkhoff, Hendricks and Carter for the McNatt Road Extension for an amount not to exceed \$449,944 and authorize the City Manager to execute necessary documents.
16. Approve a request for a twelve-month extension of the expiration date of the Ribbonwood MUD No. 1 Preliminary Plat.
17. Approve an Ordinance amending Article 7.02, "Fines, Costs, and Special Expenses" of Chapter 7, "Municipal Court" of the Code of Ordinances; and providing an effective date.
18. Award a bid to North Rock Construction for the construction of the Winn Ridge First Responders Park for an amount not to exceed \$1,213,682.29 and authorize the City Manager to execute the documents.

New Business: New items requested for consideration.

19. Consideration and action on an Ordinance approving a Specific Use Permit to allow alcoholic beverage sales for a Wine and Beer Retailer's Off-Premise Permit (BQ) for the property described as approximately 1.865 acres of land in the Francisco Trevino Survey, Abstract No. 1243, City of Aubrey, Denton County, Texas, and located within the boundaries of Planned Development District - Shopping Center District (PD-SC) and approving a variance to the distance requirements for the location of the use. The property is generally located at the northeast corner of US Hwy. 377 and Spring Hill Road/ FM 428 known as Chaparral Center. (Vaquero Ventures/7 Eleven)
20. Consideration and action on a Replat application for Aubrey Estates Lot 9R to create one (1) lot in approximately 11.062 acres of the John M. Fisher Survey, Abstract No. 432, Thomas White Survey, Abstract No. 223, within the City of Aubrey Extraterritorial Jurisdiction, Denton County, Texas (*Aubrey Estates Replat Lot 9R, Hector and Ginger Araujo*)

21. Consideration and action on a Replat application for the Garland Wilson Addition, Lot 7R1 on approximately 0.628 acres in the Francisco Trevino Survey, Abstract No. 1243, within the City of Aubrey, Denton County, Texas (*Garland & Terri Wilson, Garland Wilson Lot 7R1 Replat*)
22. Hold a public hearing, consider, and act on an Ordinance amending Exhibit 14A, "Zoning Ordinance," in Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas, and the official Zoning Map of the City as requested in an application for a change in zoning for property currently zoned as SF10-Single-Family Residential 10,000 Square Foot Lot to a new zoning classification of SF75-Single-Family Residential 7,500 Square Feet. The property contains approximately 0.604 acres of land out of the J.M. Fisher Survey, Abstract Number 432 City of Aubrey, Denton County, Texas and is addressed as 105 E. North Street. The property is located at the northwest corner of E. North Street and Brockett Street. Denton CAD Property ID 52030. (105 E North St. Burke)
23. Hold a public hearing, consider and act on Ordinance annexing an approximate 6.25 acres of land, legally described as Tract 156D, Abstract No. 1243 out of the Francisco Trevino Survey, Denton County, Texas, generally located south of Spring Hill Road and East of Aubrey High School into the corporate limits of the City; adopting a municipal services agreement; and providing an effective date.
24. Hold a public hearing, consider, and act on an Ordinance amending Exhibit 14A, "Zoning Ordinance," in Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas, and the official Zoning Map of the City as requested in an application for a change in zoning on an approximate 15.244 acres of land comprised of an approximate 6.25 acre tract of land currently unzoned and previously located in the City's Extraterritorial Jurisdiction to a zoning classification of SF75-Single Family Residential 7,500 Square Foot Lot and an approximate 8.994 acre tract of land currently zoned AG-R Agricultural Residential District and a small strip of private easements designated as C Commercial zoning district to a new zoning classification of SF75-Single Family Residential 7,500 Square Foot Lot. The properties are located in the Francisco Trevino Survey, Abstract No. 1243, Denton County, Texas and generally located south of FM 428/Spring Hill Road, east of US Hwy 377, and north of E. Highmeadow Drive in the Extraterritorial Jurisdiction, City of Aubrey, Texas and in the City of Aubrey, Texas. DCAD Parcel ID's 563322, 52483, 193127, 193128, 52458, 52453, and 52471. (Aubrey ISD High School Zoning SF-75).
25. Hold a public hearing, consider, and act on an Ordinance amending Exhibit 14A, "Zoning Ordinance," in Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas, to repeal Section 27, "Sign Regulations" and adopt a new Chapter 27, "Sign Regulations" regulating signage within the corporate limits and extraterritorial jurisdiction of the City of Aubrey, including regulations for location, permitting, variances, nonconformities, and providing definitions. (Sign Ordinance Amendment)
26. Consideration and action on a Resolution granting a petition requesting annexation into the corporate limits of the City of Aubrey by SWC 428/McNatt, L.P., owner of approximately 3.77 acres, consisting of two parcels being an approximate 2.03 acres

of land, legally described as being Lot 1, Block A of Winterhaven 7 Addition, an Addition to the City of Aubrey, Denton County, Texas and being an approximate 1.74 acre tract of land situated in the Francisco Trevino Survey, Abstract No. 1243, Tract 50A, Denton County, Texas, and including any and all rights-of-way adjacent; being generally located at 6150 McNatt Road and 1710 Springhill Road, setting a public hearing for the annexation and authorizing the City Secretary to cause notice of the hearing; and authorizing staff to negotiate and enter into a written services agreement with the property owner. (Cencor Development)

27. Consideration and action on a Resolution of the City Council of the City of Aubrey, Texas approving a Development Project of the Aubrey Municipal Development District for the purchase of real property for development purposes; approving the issuance of a Sales Tax Revenue Note by the Aubrey Municipal Development District to finance the purchase of real property for a Development Project in a principal amount of \$1,300,000; approving the District Project and Loan; and providing an effective date.
28. Receive a presentation and hold a discussion regarding submissions received in response to RFQ No. 2025-02 for architectural services related to design of the future Sports Complex; consider and take appropriate action regarding the selection of a firm to provide professional services related to the planning, needs assessment, concept development, construction plans, and cost estimations for the future Sports Complex, and authorize the City Manager to negotiate and execute necessary documents.
29. Consideration and action on an Ordinance amending the Fiscal Year 2025 Budget
30. Consideration and action on a Resolution appointing a member to the Denco 9-1-1 Board of Managers.
31. Consideration and action on appointing Amy Kramer to the Aubrey Parks and Recreation Board as an alternate member.
32. Consideration and action on appointing Manuel Chavez to the Capital Improvement Project Advisory & Impact Fee Study Board.
33. Consideration and action on appointing James Hendricks to the Aubrey Planning and Zoning Commission.
34. Discussion regarding TxDOT roadway construction.

Department Updates and Discussion:

35. Administration & Finance:
36. Library:
Summer Reading Program Update

- 37. Fire Department:
 - Construction Updates
- 38. Police Department:
 - Lieutenant Abram Salinas - LECOP #129 award
 - Victim Services - SafeStays Program
 - Blackjack Station Update
- 39. Public Works:
 - Wastewater Plant Construction Update
 - Rockhill Water Well Update
- 40. Human Resources:
- 41. 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:

- 42. **Section 551.071(1) and (2) Consultation with Attorney.** For Council to seek the advice of its attorney about pending or contemplated litigation or a settlement offer and to consult with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act:
 - *City of Aubrey v. Jerry H. Simmons*, et al, Cause No. PR-2024-01392-B, Denton County, Texas
 - Purchase of Property for Municipal Services
 - Knuckles Road Development
 - Downtown Property
 - Hidden Lakes
 - Tort Claims
 - Remote attendance for Boards and Commissions
 - Emergency Services/Contracts
 - Project 38
- 43. **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

44. **Section 551.087 Economic Development Negotiations.** To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; and/or to deliberate the offer of a financial or other incentive to the business prospect:
- Knuckles Road Development Incentives

Motion to Recess into Executive Session.

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.

45. Consideration and action on a Development Agreement between the City and Arck Developers, LLC, for an approximate 53.64 acres of land located at 6411 Knuckles Road, Denton County, Texas; and authorizing the Mayor to execute necessary documents.

-ADJOURN-

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

I certify that the attached notice and agenda of items to be considered by the City Council of the City of Aubrey, Texas was removed by me from the official bulletin board of the City of Aubrey, Texas, 107 South Main St, Aubrey, Texas on the _____ day of _____, 2025.

(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
May 22, 2025
6:00 PM



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

Present: Jeff Perry, Chuck Fikes (arrived at 6:05), Matt Jones, Mike Browning, Chris Rich

Absent: Randy Jones

Staff Present: City Attorney Patricia Adams, City Manager Charles Kreidler, City Secretary Jenny Hicks, Finance Director Mike English, Fire Chief Eric Schlotter, Police Chief Richard Brooks, 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. Fire Department New Hires and Swearing-in Ceremony

Kurt Karnowski announced the next Summer Music Series on June 20th from 5:00-9:00 PM

The following firefighters were sworn-in: James Fore, Eli Gonzalez, Ariel Jackson, Ethan Morrell, Joshua Rebecsek, Carson Ricker, Edward Wright, and the new Emergency Management Coordinator, Austin Gress.

The following Police Officers were sworn-in: The-Khang (Ethan) Nguyen and Ethan Coppedge.

Citizen Input:

Vinita Tribble, N Main St, commended staff for respectfully interacting with senior citizens, particularly Jenny Hicks, Rodney Cagle, Pam Bisi, and Daniel Salazar and expressed gratitude for the Council's direction and encouragement. She also commended the trash company for their service and thanked the city

for having the recycle days.

Ernest Lineberger, 1701 W. Point Dr, Lewisville, spoke regarding his candidacy for House of Representatives.

Election Related Items:

2. Present the Certificate of Election and Administer the Statement of Elected Officials and Official Oaths to the declared candidates elect Mayor, Chris Rich and Council Place 3, Mike Browning.

The Certificates of Election were presented, and the Statement of Elected Officials and Oath were administered to the declared candidates-elect Mayor, Chris Rich and Council Place 3, Mike Browning.

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

Council Member Chuck Fikes made a motion to appoint Jeff Perry as Mayor Pro Tem for a one-year term. Council Member Matt Jones seconded. Motion Passed (4:0). None opposed.

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

Council Member Jeff Perry made a motion to appoint Chuck Fikes as Deputy Mayor Pro Tem for a one-year term. Council Member Matt Jones seconded. Motion Passed (4:0). None opposed.

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

Council Member Jeff Perry made a motion to Approve, appointing the Mayor, Mayor Pro Tem, and Deputy Mayor Pro Tem as bank and financial signatories. Council Member Chuck Fikes seconded. Motion Passed (4:0). None opposed.

Resolution No 1000-25

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

Council Member Chuck Fikes made a motion to appoint Randy Jones as the liaison. Council Member Jeff Perry seconded. Motion Passed (4:0). None opposed.

Consent Items:

7. Approve minutes of the April 24, 2025 and May 13, 2025 meetings.
8. Approve Monthly Staff Reports
9. Approve Monthly Financial Report.
10. Accept the resignation of Teresa Sanfilippo from the Board of Adjustment.
11. Accept the resignation of Donald Smith from the Planning and Zoning Commission.
12. Award a bid and enter into a contract with Acadia Services LLC for the construction of Phase II Offsites - W5 Waterline for an amount not to exceed \$2,465,791.00 and authorize the City Manager to execute the necessary documents.
13. Approve Interlocal Cooperation Agreements with Denton County for Ad Valorem Tax

Collection for the City of Aubrey and the Public Improvement Districts.

14. Approve a Resolution closing South Main Street on October 4, 2025 for the Annual Peanut Festival. (Resolution No 1002-25)
15. Approve a Resolution closing South Main Street on December 3, 2025 for the annual Holiday Tree Lighting. (Resolution No 1003-25)
16. Approve Resolutions closing South Main Street on June 20, 2025 and July 19, 2025 for the annual Summer Music Series. (Resolutions No 1004-25 and 1005-25)

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

New Business: New items requested for consideration.

17. Hold a public hearing, consider and act on an Ordinance approving a Specific Use Permit to allow alcoholic beverage sales for a Wine and Beer Retailer's Off-Premise Permit (BQ) for the property described as approximately 1.865 acres of land in the Francisco Trevino Survey, Abstract No. 1243, City of Aubrey, Denton County, Texas, and located within the boundaries of Planned Development District - Shopping Center District (PD-SC) and approving a variance to the distance requirements for the location of the use. The property is generally located at the northeast corner of US Hwy. 377 and Spring Hill Road/ FM 428 known as Chaparral Center. (Vaquero Ventures/7 Eleven)

Helen-Eve Beadle presented information.

Austin Navarrette, with the applicant, spoke requesting to table any action until they can review the ordinance.

The Public Hearing opened at 6:20 p.m. and closed at 6:27 p.m.

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

18. Consideration and action on a Final Plat for Lots 1-15, Block A, Chaparral Center (Preliminary Plat title: Highpointe Commercial), being approximately 35.174 acres out of the Francisco Trevino Survey, Abstract 1243 generally located north of FM 428 (Spring Hill Road) and east of U.S. Highway 377, City of Aubrey, Denton County, Texas. (Applicant Aubrey Land JV)

Helen-Eve Beadle presented information.

Mike Feather, applicants engineer, stated they will meet all the conditions.

Council Member Jeff Perry made a motion to approve the Chaparral Center Final Plat, subject to the 10 conditions listed in the staff report. Council Member Matt Jones seconded. Motion Passed (4:0). None opposed.

Conditions:

1. Label the area along FM 428/Spring Hill Drive;
2. Label easements as Aubrey easements, where applicable;
3. Verify and correct the sanitary sewer velocities on sheet C-22 C-403 of the Civil Plans;
4. Provide a parallel sewer along sanitary sewer mains exceeding 10' in

- depth, in accordance with Section 6.3(A) of the City's TCSS;
- 5. **Revise manhole spacing to meet City's maximum spacing requirement of 500', in accordance with Section 6.3(C) of the City's TCSS;**
- 6. **Shift the 12" water line along US 377 to provide adequate space for construction of future City of Aubrey force main, as shown on sheet C-400 of the Civil Plans;**
- 7. **Show full width of F.M. 428 roadway improvements on sheet C-100 of the Civil Plans;**
- 8. **Coordinate location and spacing of right-turn deceleration lanes with the high school's left-turn lanes;**
- 9. **The Final Plat shall not be filed until the Sanitary Sewer Easement recording information is added to the Final Plat; and**
- 10. **Provide the executed Sanitary Sewer Easement, as required per the Development Agreement.**

- 19. Consideration and action on a Preliminary Plat application for Highpointe Ranch East Phase 1, for 192 residential lots and three (3) HOA lots, being approximately 35.254 acres out of the Francisco Trevino Survey, Abstract 1243 generally located south of E Blackjack Road, east of U.S. Highway 377, and north of Springhill Road/FM 428, City of Aubrey, Denton County, Texas. (Andiron TX 5, LLC)

Helen-Eve Beadle presented information.

Council Member Chuck Fikes made a motion to approve the Preliminary Plat for Highpointe Ranch East Phase 1. City Council Member Mike Browning seconded. Motion Passed (4:0). None opposed.

- 20. Consideration and action on a Final Plat for Highpointe Ranch East Phase 1, for 192 residential lots and three (3) HOA lots, being approximately 35.254 acres out of the Francisco Trevino Survey, Abstract 1243 generally located south of E. Blackjack Road, east of U.S. Highway 377, and north of Springhill Road/FM 428, City of Aubrey, Denton County, Texas. (Andiron TX 5, LLC)

Helen-Eve Beadle presented information.

Council Member Chuck Fikes made a motion to approve the Final Plat for Highpointe Ranch East Phase 1. City Council Member Mike Browning seconded. Motion Passed (4:0). None opposed.

- 21. Consideration and action on a Preliminary Plat for the Palomino for 300 Residential Lots, 1 Lift Station lot, 5 HOA Lots, 1 Public Park Lot, 1 General Retail Lot, 1 City Dedicated General Retail Lot, being approximately 46.974 acres of land situated in the J. Bridges Jr. Survey, Abstract No. 36, within the City of Aubrey, Denton County, Texas. The property is generally located west of FM 2931, north of Frontier Parkway, and east of the future Silverado Parkway. (JEN HOLDCO 24 LLC)

Helen-Eve Beadle provided information.

Council Member Jeff Perry made a motion to approve the Palomino Preliminary Plat. Council Member Chuck Fikes seconded. Motion Passed (3:1). Council Member Matt Jones opposed.

22. Consideration and action on a Final Plat for the Palomino for 300 Residential Lots, 1 Lift Station lot, 5 HOA Lots, 1 Public Park Lot, 1 General Retail Lot, 1 City Dedicated General Retail Lot, being approximately 46.974 acres of land situated in the J. Bridges Jr. Survey, Abstract No. 36, within the City of Aubrey, Denton County, Texas. The property is generally located west of FM 2931, north of Frontier Parkway, and east of the future Silverado Parkway. (JEN HOLDCO 24 LLC)

Helen-Eve Beadle provided information.

Council Member Jeff Perry made a motion to approve the Palomino Final Plat. Council Member Chuck Fikes seconded. Motion Passed (3:1). Council Member Matt Jones opposed.

23. Consideration and action on a Site Plan for the Shops at High Meadows, Lot 4R1, Block A of the Garland Wilson Addition, located at the southwest corner of the intersection of E. Highmeadow Drive and Betty Lane, in the City of Aubrey, Denton County, Texas. (CLR Realty Group, LLC)

Helen-Eve Beadle provided information.

Council Member Chuck Fikes made a motion to approve the Site Plan subject to the five conditions listed in the staff report. Council Member Jeff Perry seconded. Motion Passed (4:0). None opposed.

Conditions:

- 1. Per Chapter 10, Subdivision Ordinance, Article 1, Section 4 & 11, Owner/applicant to address the comments of the City Engineer's review of the civil plans;**
 - 2. The drainage plans shall comply with the TCS&S Manual and be approved by the City Engineer and supporting calculations for the underground detention system are required;**
 - 3. The retaining wall specifications shall meet engineering design requirements;**
 - 4. The photometric plans shall comply with Chapter 3, Building Regulations, Article 11, Division 3 Outdoor Lighting Requirements; and**
 - 5. Granting a variance for the landscape buffers along the south and west property boundaries, as required per Chapter 14, Section 23.F.4.**
24. Consideration and action on a Replat of Lot 4R1R, Block A of the Garland Wilson Addition, located at the southwest corner of the intersection of E. Highmeadow Drive and Betty Lane, in the City of Aubrey, Denton County, Texas. (CLR Realty Group, LLC)

Helen-Eve Beadle provided information.

Council Member Matt Jones made a motion to approve the replat, subject to the

six conditions listed in the staff report. City Council Member Mike Browning seconded. Motion Passed (4:0). None opposed.

Conditions:

- 1. Per Chapter 10, Subdivision Ordinance, Article 1, Section 4 & 11, Owner/applicant to address the comments of the City Engineer's review of the civil plans;**
 - 2. The drainage plans shall comply with the TCS&S Manual and be approved by the City Engineer and supporting calculations for the underground detention system are required;**
 - 3. The retaining wall specifications shall meet engineering design requirements;**
 - 4. The photometric plans shall comply with Chapter 3, Building Regulations, Article 11, Division 3 Outdoor Lighting Requirements; and**
 - 5. The Landscape Plan requires a variance for the landscape buffers along the south and west property boundaries that may be granted by City Council, Per Chapter 14, Section 23.F.4; and**
 - 6. The Final Plat approval is subject to the Site Plan approval.**
25. Conduct a Public Hearing, consider, and act on an Ordinance amending Section 6 of Exhibit 14A, "Zoning Ordinance," in Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas to adopt regulations applicable to Tobacco Shops in the Shopping Center (SC) and Commercial (C) Zoning Districts, and to adopt a Conditional Use Permit (CUP) requirement within those Districts, to provide regulations for approval of such use, to provide for Tobacco Shop use within the Industrial District, amending Section 4, "Definitions"; providing a penalty; and providing an effective date.

Helen-Eve Beadle provided information.

The Public Hearing opened at 6:46 p.m. and closed at 6:52 p.m.

Council Member Matt Jones made a motion to approve the amendment to the Zoning Ordinance for Tobacco Shops. City Council Member Mike Browning seconded. Council Members Jeff Perry and Chuck Fikes opposed. Motion passed (3:2) with Mayor Rich voting in favor, breaking the tie.

Ordinance No 904-25

26. Conduct a Public Hearing, consider and act on an Ordinance for an amendment to Chapter 14, "Zoning Ordinance," Exhibit 14A, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas to amend Section 6, "Conditional Uses and Specific Use Permits," to adopt a Conditional Use Permit process to allow for the sale of specified types of alcoholic beverages in certain zoning districts and to provide a Specific Use Permit for the sale of specified types of alcoholic beverages in certain zoning districts, to establish regulations and fees for such application processes, to provide definitions, to provide an Alcohol and Zoning District Use Chart, and to allow minor editorial changes in Section 6 to provide clarity.

Helen-Eve Beadle provided information.

The Public Hearing opened at 6:53 p.m. and closed at 6:57 p.m.

Council Member Jeff Perry made a motion to approve the amendment to Section 6 of Zoning Ordinance for alcoholic beverage sales. Council Member Matt Jones seconded. Motion Passed (4:0). None opposed.

Ordinance No 905-25

27. Consideration and action on a Resolution granting a petition requesting annexation into the corporate limits of the City of Aubrey by Aubrey Independent School District, owner of approximately 6.25 acres of land, legally described as Tract 156D, Abstract No. 1243 out of the Francisco Trevino Survey, Denton County, Texas, generally located south of Spring Hill Road and East of Aubrey High School, setting a public hearing for the annexation and authorizing the City Secretary to cause notice of the hearing; and authorizing staff to negotiate and enter into a written services agreement with the property owner.

Helen-Eve Beadle presented information.

Council Member Chuck Fikes made a motion to approve the resolution to annex the Aubrey ISD property, setting a public hearing for June 26, 2025 at 6 PM at the City Council Chambers, 226 Countryside Drive. Council Member Jeff Perry seconded. Motion Passed (4:0). None opposed.

Resolution No 1006-25

28. Consideration and action on an Ordinance amending Article 6.04 "Garbage, Trash and Rubbish" of Chapter 6, "Health and Sanitation" of the Code of Ordinances by adopting definitions and amending regulations for open storage; providing a Penalty; and Providing an Effective Date.

Code Compliance Officer Daniel Salazar provided information.

William Cherry, 400 S Main St, thanked staff for adding the amendment, but preferred allowance in side yard.

Council Member Jeff Perry made a motion to approve the ordinance, as presented. City Council Member Mike Browning seconded. Council Members Chuck Fikes and Matt Jones opposed. Motion Passed (3:2) with the Mayor voting in-favor, breaking the tie.

Ordinance No 898-25

29. Consider and approve the Resolution of the Board of Directors of the Aubrey Municipal Development District Authorizing a Development Project; the Expenditure of Funds on Hand to Complete the Development Project; and Other Matters Incident and Related Thereto.

MDD Director Christine Gossett provided information.

Council Member Jeff Perry made a motion to Approve the resolution authorizing a development project and the expenditure of funds on hand to complete the development project and other matters related to the project. Council Member Matt Jones seconded. Motion Passed (4:0). None opposed. (MDD RES 17-25)

30. Consideration and action on an Ordinance amending Ordinance No. 872-24, the ordinance adopting the fiscal year 2024-2025 budget for the Aubrey Municipal Development District, in order to budget funds for the purchase of property by the MDD.

Finance Director Mike English presented information.

Council Member Chuck Fikes made a motion to approve an Ordinance amending the MDD's fiscal year 2024-2025 budget. Council Member Jeff Perry seconded. Motion Passed (4:0). None opposed.

Ordinance No 906-25

31. Consideration and action on a Resolution authorizing Publication of Notice of Intent to Issue Certificates of Obligation, Series 2025.

Council Member Chuck Fikes made a motion to approve the Resolution authorizing the publication of Notice of Intent to issue Certificates of Obligation. Council Member Jeff Perry seconded. Motion Passed (4:0). None opposed.

Resolution No 1007-25

32. Consideration and action approving an Ordinance amending the fiscal year 2024- 2025 budget.

Finance Director Mike English provided information.

Council Member Jeff Perry made a motion to approve the Ordinance amending the fiscal year 2024-2025 budget. Council Member Matt Jones seconded. Motion Passed (4:0). None opposed.

Ordinance No 909-25

33. Consideration and action on an Ordinance amending Chapter 1, "General Provisions", Article 10, "Parks and Recreation" of the Code of Ordinances by amending Division 3 providing Park and Community Center Rules for users of City parks and facilities; adopting definitions and amending various regulations; providing a Penalty; and providing an Effective Date.

Parks and Recreation Coordinator Kurt Karnowski presented information.

Council Member Jeff Perry made a motion to approve the ordinance as presented. City Council Member Mike Browning seconded. Motion Passed (4:0). None opposed.

Ordinance No. 907-25

34. Consideration and action on an Ordinance amending Article 4.10 Special Event Permit of Chapter 4, Business Regulations of the Code of Ordinances by amending regulations and procedures for issuance of permits for special events and for conducting special events within the City; and Providing an Effective Date.

Parks and Recreation Coordinator Kurt Karnowski presented information.

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

Ordinance No 908-25

35. Receive a presentation summarizing the ratings of the submissions for architectural services for a future municipal building, submitted in response to the City's request for qualifications, and consider and take action to approve the selection of Parkhill as the architectural firm to provide professional services related to the planning, needs assessment, concept development, and cost estimation for a future municipal building, and authorize the city manager to negotiate and sign contract documents.

HR Manager Shaena Williams provided information.

Council Member Jeff Perry made a motion to select Parkhill for architectural services and authorize the city manager to negotiate and execute a contract. Council Member Chuck Fikes seconded. Motion Passed (4:0). None opposed.

36. Consideration and action on a Resolution nominating a candidate for the Denco Area 9-1-1 District Board of Managers.

Council Member Jeff Perry made a motion to take no action. Council Member Matt Jones seconded. Motion Passed (4:0). None opposed.

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

Council Member Jeff Perry made a motion to appoint Yulia Alarcon to the library board. City Council Member Mike Browning seconded. Motion Passed (4:0). None opposed.

Department Updates and Discussion:

38. Administration & Finance:
39. Library:
40. Fire Department:
- High School Program: Partner with Aubrey ISD for a CTE program teaching Fire Academy class during JR & SR years.
- Construction Update: Fire Station 3 Update - Punch list items done today. Flooring change to be completed soon. Expecting a late June/early July move-in.; Fire Station 2 Update - Weather is slowing progress; 90% completion of final grade; retaining wall and roof deck complete; Expecting end of September move-in.
41. Police Department:
42. Public Works:
- Wastewater Plant Construction Update: Small pours have been completed; Slab for building poured today.
- Rockhill Water Well Update; Drilling began today. There will be 24/7 drilling until depth is met.
43. Human Resources:
44. Municipal Development:

Future Agenda Requests: None

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

45. **Section 551.071(1) and (2) Consultation with Attorney.** For Council to seek the advice of its attorney about pending or contemplated litigation or a settlement offer and to consult with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act:
 - *City of Aubrey v. Jerry H. Simmons*, et al, Cause No. PR-2024-01392-B, Denton County, Texas
 - Purchase of Property for Municipal Services
 - Knuckles Road Development
 - Downtown Property
46. **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
47. **Section 551.087 Economic Development Negotiations.** To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; and/or to deliberate the offer of a financial or other incentive to the business prospect:
 - Knuckles Road Development Incentives

Council Member Jeff Perry made a motion to recess into Executive Session at 7:23 PM. Council Member Matt Jones seconded. Motion Passed (4:0). None opposed.

City Council reconvened into open session at 8:21 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.

No action taken after Executive Session.

The meeting was adjourned at 8:21 PM.

PASSED and APPROVED by the City Council of the City of Aubrey, Texas this 26th day of June, 2025.

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

City Council Workshop & Special Meeting Minutes



Aubrey Community Center
226 Countryside Dr.
Aubrey, TX 76227
June 14, 2025
8:00 AM

The meeting was called to order at 8:00 AM.

Present: Jeff Perry (left the meeting at 11:04 a.m.), Chuck Fikes, Chris Rich, Matt Jones, Mike Browning Absent: Randy Jones

Staff Present: City Manager Charles Kreidler, City Secretary Jenny Hicks, Finance Director Mike English, Fire Chief Eric Schlotter, Police Chief Richard Brooks, Executive Director of Operations Leanne Wilson, Interim Public Works Director Dean Rylant, Library Manager Brittany McLain, Municipal Development Director Christine Gossett

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

Community Announcements: None

Citizen Input: None

New Business: New items requested for consideration.

1. Consideration and action on a Resolution supporting funding for the City's application to TxDOT 2025 Transportation Alternatives Set-Aside (TA) Call for Projects.

Council Member Jeff Perry made a motion to approve the Resolution. City Council Member Mike Browning seconded. Motion Passed (5:0). None opposed.

Workshop Items:

2. Discuss City finances, tax rate, budget, initiatives, operations, projects, and strategic plans not limited to, but including:

- a. Direction regarding tax rate
- b. Employee compensation and benefits
- c. FY 25-26 projects
- d. City departments and services - revenues and expenditures
- e. Water and Wastewater rates
- f. FY 2026 Budget

Budget requests were heard from each department and discussion was held.

Future Agenda Requests: None

The meeting was adjourned at 12:02 PM.

PASSED and APPROVED by the City Council of the City of Aubrey, Texas this 26th day of June, 2025.

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary



City of Aubrey - Police Department



May 2025 Statistical Report

Calls for Police Service		% + / -
May 2025	801	1%
May 2024	796	
YTD - 2025	3,552	6%
YTD - 2024	3,347	

Calls for Service - Officer Initiated		% + / -
May 2025	203	46%
May 2024	139	
YTD - 2025	908	24%
YTD - 2024	731	

Calls for Service - Dispatched		% + / -
May 2025	598	-9%
May 2024	657	
YTD - 2025	2,643	1%
YTD - 2024	2,616	

Calls for Service By Area

Aubrey		% + / -
May 2025	230	29%
May 2024	178	
YTD - 2025	981	13%
YTD - 2024	872	

Providence Village		% + / -
May 2025	264	-9%
May 2024	291	
YTD - 2025	1,279	4%
YTD - 2024	1,234	

Sandbrook		% + / -
May 2025	71	29%
May 2024	55	
YTD - 2025	279	18%
YTD - 2024	236	

Silverado		% + / -
May 2025	124	12%
May 2024	111	
YTD - 2025	548	22%
YTD - 2024	448	

Winn Ridge		% + / -
May 2025	77	-9%
May 2024	85	
YTD - 2025	327	-20%
YTD - 2024	408	

Outside ETJ		% + / -
May 2025	21	-19%
May 2024	26	
YTD - 2025	76	-18%
YTD - 2024	93	

Criminal Offenses/Arrests

Criminal Offenses		% + / -
May 2025	77	3%
May 2024	75	
YTD - 2025	348	31%
YTD - 2024	265	

Arrests		% + / -
May 2025	23	-50%
May 2024	46	
YTD - 2025	117	-46%
YTD - 2024	218	

Motor Vehicle Crashes - Aubrey

Non-Injury Crashes		% + / -
May 2025	16	300%
May 2024	4	
YTD - 2025	46	44%
YTD - 2024	32	

Injury Crashes		% + / -
May 2025	3	66%
May 2024	2	
YTD - 2025	17	113%
YTD - 2024	8	

Motor Vehicle Crashes - Providence Village

Non-Injury Crashes		% + / -
May 2025	7	75%
May 2024	4	
YTD - 2025	30	43%
YTD - 2024	21	

Injury Crashes		% + / -
May 2025	1	0%
May 2024	1	
YTD - 2025	9	-10%
YTD - 2024	10	

Traffic Stops and Citations

Traffic Stops		% + / -
May 2025	673	-40%
May 2024	1,129	
YTD - 2025	3,336	-33%
YTD - 2024	4,966	

Warnings		% + / -
May 2025	582	-48%
May 2024	1,109	
YTD - 2025	3,384	-26%
YTD - 2024	4,604	

Total Citations		% + / -
May 2025	409	-14%
May 2024	477	
YTD - 2025	1,682	-26%
YTD - 2024	2,268	

Citations - Aubrey		% + / -
May 2025	310	48%
May 2024	210	
YTD - 2025	1,060	3%
YTD - 2024	1,028	

Citations - Providence Village		% + / -
May 2025	71	-57%
May 2024	166	
YTD - 2025	471	-37%
YTD - 2024	742	

Citations - JP 5		% + / -
May 2025	28	-72%
May 2024	101	
YTD - 2025	151	-70%
YTD - 2024	498	

Top 10 Calls

Top 10 Calls			
Type of Call	Providence Village	Aubrey	Total
Suspicious Activity	30	69	99
Welfare Concern	27	42	69
Alarm	10	46	56
Traffic Crash	19	25	44
Disturbance	18	26	44
Animal Complaint	9	20	29
Noise Complaint	9	19	28
Motorist Assist	2	22	24
Vehicle Complaint	6	14	20
Juvenile Complaint	8	11	19

Neighborhood Safety Initiative		% + / -
May 2025	11,616	53%
May 2024	7,613	
YTD - 2025	60,384	63%
YTD - 2024	37,158	

Providence Village Data

Close Patrols - Providence Village		% + / -
May 2025	3,938	53%
May 2024	2,567	
YTD - 2025	20,355	51%
YTD - 2024	13,441	

Walk Through - Providence Village		% + / -
May 2025	100	-9%
May 2024	110	
YTD - 2025	505	8%
YTD - 2024	466	

Total - Providence Village		% + / -
May 2025	4,038	51%
May 2024	2,677	
YTD - 2025	20,860	50%
YTD - 2024	13,907	

Department Data

Percentage - Crime/Order Maintenance/Service Calls		
Top 10 Calls Total		432
Crime	22	5%
Service Calls	369	86%
Order Maintenance	41	9%
Reported Crime	77	10%

Authorized Strength		% + / -
Sworn - Authorized	33	88%
Sworn - Current	29	
Civilian Authorized	3	67%
Civilian - Current	3	

Criminal Investigations Statistical Data

CID Case Assignment		% + / -
May 2025	77	3%
May 2024	75	
YTD - 2024	271	2%
YTD - 2024	265	

Patrol Case Assignment		% + / -
May 2025	23	-23%
May 2024	30	
YTD - 2025	117	-31%
YTD - 2024	169	

CID Arrests		% + / -
May 2025	2	-88%
May 2024	16	
YTD - 2025	13	-73%
YTD - 2024	49	

Case Status - Cleared by Arrest		% + / -
May 2025	24	-48%
May 2024	46	
YTD - 2025	125	-43%
YTD - 2024	218	

Case Status - Suspended		% + / -
May 2025	10	-57%
May 2024	23	
YTD - 2025	78	-28%
YTD - 2024	108	

Case Status - Cleared by Exception		% + / -
May 2025	0	-50%
May 2024	5	
YTD - 2024	7	-53%
YTD - 2024	15	

Case Status - Unfounded		% + / -
May 2025	3	-2%
May 2024	7	
YTD - 2025	12	-48%
YTD - 2024	23	

Cases - Open		% + / -
Yearly Total	568	

City of Aubrey - Municipal Court Report

May 2025 Report

New Cases Filed	
May - Traffic	230
May - Non Traffic	5

Final Disposition	
May - Traffic	105
May - Non Traffic	4

Warrants	
Issued	12
Cleared	10
Pending	1195

Total Fines Collected	
May - State	\$10,592.00
May - City	\$22,960.00

Fiscal YTD Collected	
YTD - State	\$ 81,549.00
YTD - City	\$ 128,431.00



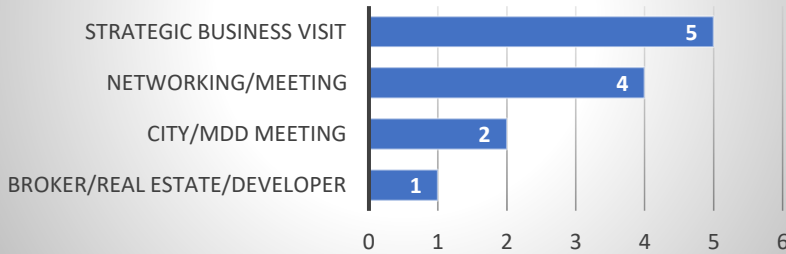
MAY 2025 STAFF REPORT

Aubrey Municipal Development District

Christine Gossett – Executive Director



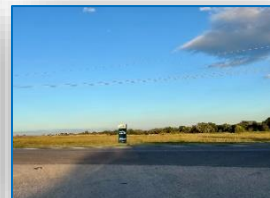
Monthly Business Visits/Meetings/Trainings



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

Combined commercial land for sale/lease 60 +/- acres and combined 15,000 +/- sq ft commercial space available for sale/lease. See Aubrey MDD Real Estate/Sites web page for details:

Real Estate & Maps – Aubrey Municipal Development District



Business Activity and Updates

- Dos Mezclas Restaurant and Bar – 202B S. Main Street

Project Updates:

- Economic Development Tour: Hosted a reception and bus tour for brokers, developers, and businesses with 42 attending. Provided updates on development and the Strategic Plan.
- Site Selection GIS Map Page: continuous monitoring and updating of properties and photos for commercial sites available in Aubrey City Limits and ETJ.
- Downtown Development: Identified and purchased a property for future business development.
- Strategic Plan: Staff and board continue to identify development projects and opportunities that meet the goals of the 5-year Strategic Plan.

Marketing:

- Website - Updates to pages and business directory as needed.
- Social Media/Facebook - Manage regular posts on activities, area businesses and local posts. May's highest performing post was about Hopper Ranch on May 28, 2025, with 11,498 Views; 6,161 Reach; 1,747 Engagements. Posts feature Aubrey businesses and other activities to support local business and events.
- Website Statistics: May '25 – 162 Visitors and 293 Views; April '25 – 235 Visitors and 451 Views; March '25 – 220 Visitors and 377 Views.
- Development/Commercial Real Estate - On-going.

Sales & Use-Tax Allocation:

- Payment received in May: \$316,690.70 (gross from audit coll. \$217,623.31)
- Note: Correction for April's staff report – actual collection received was \$83,712.48 (gross audit coll. \$1,808.58)



City of Aubrey
Departmental Report
Library

To: City Council Members

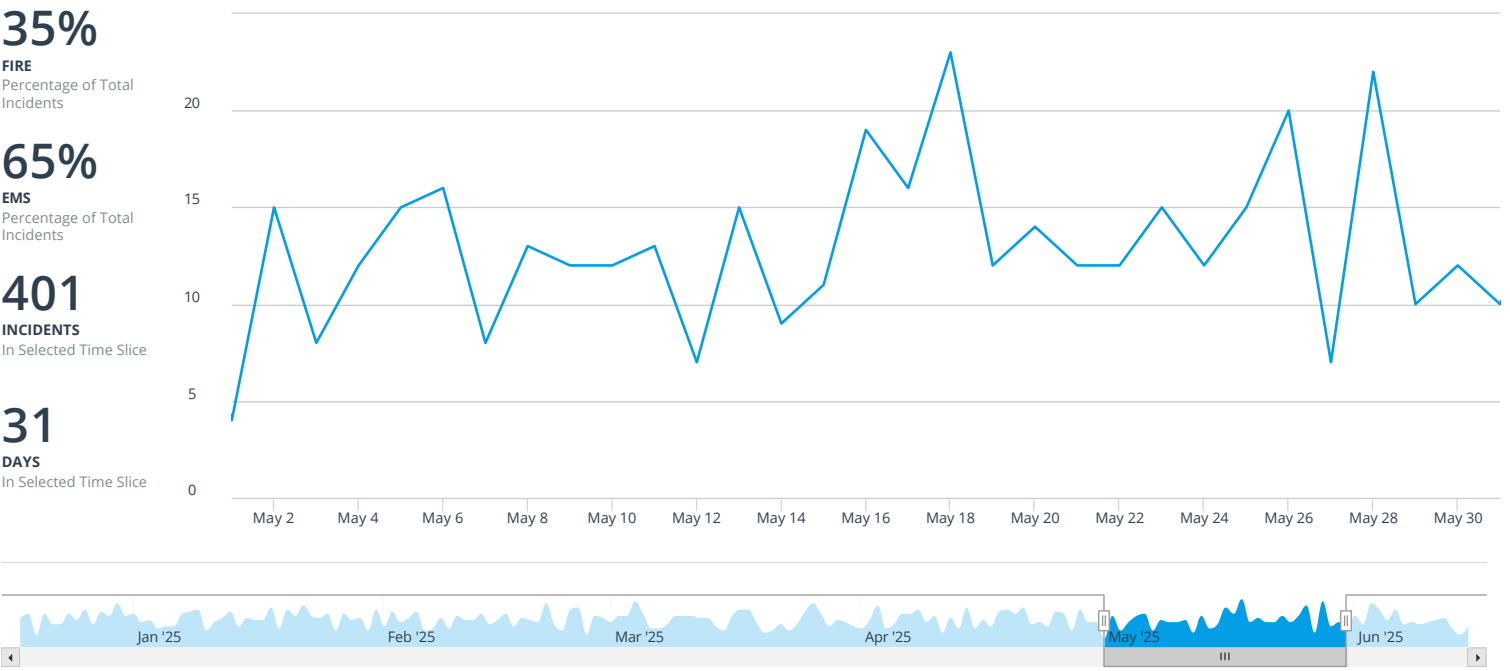
From: Brittany McLain, Library Director

RE: Departmental Report - May. 2025

Monthly Report			May 2025	Fiscal Year to date
People & Activity	New Cards Issued	132		820
	Number of Patrons	3310		24084
	Patrons per Hour (Average)	19		20
	Volunteer Hours / Persons	37/9		256.5
	Number of Days Open	21		162
	Number of Hours Open	172.5		1333.5
Material Usage	Total Items checked out	10290		77187
	Items per Hour (Average)	60		58
	Adult Material Checked Out	1387		10397
	Juvenile Material Checked Out	7114		53537
	Self-Checkout Use	0		97
	Digital Materials Checked Out	1789		13253
	Interlibrary shipped	203		1500
	Interlibrary received	130		1337
	Reference	227		2048
	Computer Sessions	248		1904
	Computer Usage (hours)	192		1659
Programs	Community Center Event Hrs	3		32
	Total Number of Programs	35		271
	Total Program Attendance	605		4188

Previous Month ▾

May 1, 2025 - May 31, 2025 ▾



Counts

% Rows

% Columns

% All

Week Ending	5/4/25	5/11/25	5/18/25	5/25/25	6/1/25	6/8/25	6/15/25	6/22/25	6/29/25	7/6/25	7/13/25	7/20/25	7/27/25	Total
Aubrey Fire Station 1	12	31	29	36	18									126
Aubrey Fire Station 2	17	36	40	28	31									152
Aubrey Fire Station 3	7	13	16	19	19									74
PV Farm	3	9	15	9	13									49
Total	39	89	100	92	81									401

Filter statement

Filters

Alarm Date Range5/1/25 to 5/31/25

Is Lockedtrue

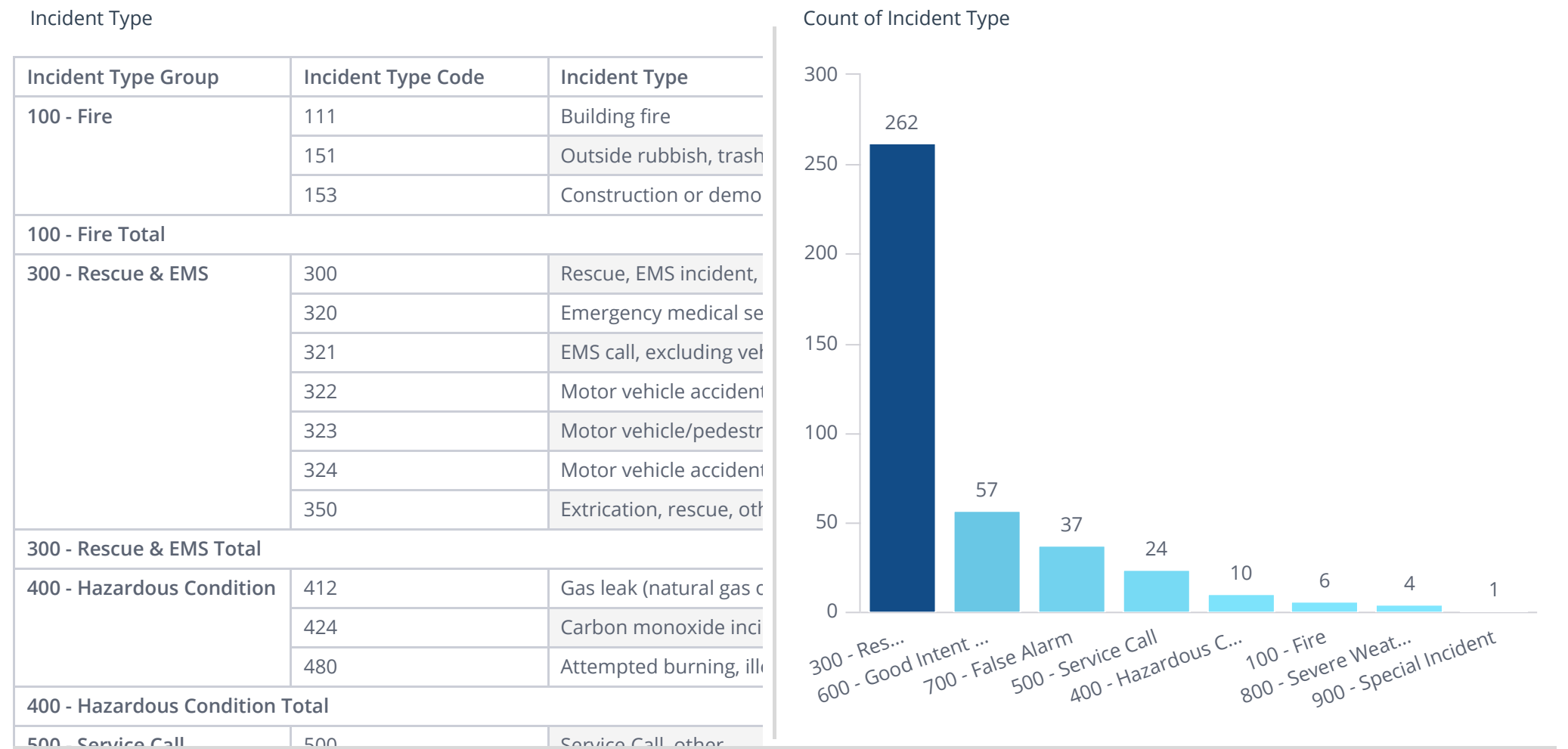
Is Activetrue

May - Fire Incidents

Total Incidents	Civilian Injuries	Civilian Casualties	Fire Service Injuries	Fire Service Casualties
Count of Total Incidents 401	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

FiltersAlarm Date Range 5/1/25 to 5/31/25 | Is Locked true | Is Active true



Filter statement	
Filters	Alarm Date Range 5/1/25 to 5/31/25 Is Locked true Is Active true
Total Acres Burned	Wildland and Fire Acres Burned
Total Acres Burned: #N/A	Wildland Acres Burned: #N/A Fire Acres Burned: #N/A

Filter statement

Filters

Alarm Date Range5/1/25 to 5/31/25

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	324	Motor vehicle accident with no injuries.	1
	553	Public service	1
Automatic aid given Total			2
Automatic aid received	111	Building fire	1
Mutual aid given	111	Building fire	1
	321	EMS call, excluding vehicle accident with injury	5
	571	Cover assignment, standby, moveup	2
	611	Dispatched & canceled en route	9
	735	Alarm system sounded due to malfunction	1
Mutual aid given Total			18
Mutual aid received	111	Building fire	2
	321	EMS call, excluding vehicle accident with injury	2
	322	Motor vehicle accident with injuries	1
	611	Dispatched & canceled en route	5
	651	Smoke scare, odor of smoke	1
	814	Lightning strike (no fire)	1
Mutual aid received Total			12
None	151	Outside rubbish, trash or waste fire	1
	153	Construction or demolition landfill fire	1



City of Aubrey - Public Works

May 2025 Activity Report

Water Production MG

May-25	15,569,300
Apr-25	14,352,400
Mar-25	11,471,500
Daily Average Gal	459,924

Wastewater Treatment MG

May-25	14,383,000
Apr-25	9,700,000
Mar-25	10,071,400
Daily Average Gal	379,493

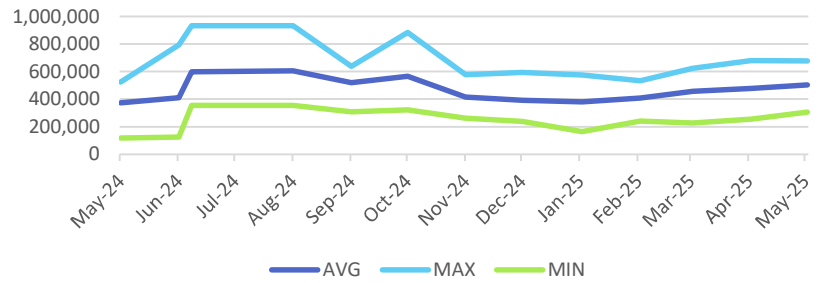
Work Orders

Water & Sewer Maintenance	40
Cut-offs Non Payment	25
Street/Parks	66
Line Locates	90
Billing and Meters	150
Total	371

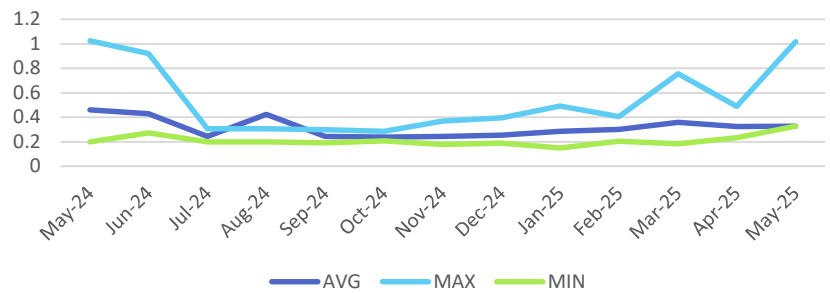
Projects

Highmeadow Park	50% Complete
Rockhill Well	They are drilling, going as planned
Highpointe Phase 1B	Started buliding in this Phase
HighPointe Phases 2&3	Finishing wet utilities-Started paving in Phase 2
HighPointe East	Had pre-con for utilities for Phase 1, finishing grading for Phase 1
Veterans Park	Phase 1 is 100% complete
WWTP Expansion	Going as planned
Palomino	Grading finished starting wet utilities
Aubrey Heights	Started wet utilities
Dane St	Awarded, and they will start at City Hall with the rear parking lot
W-5 Water	Has been awarded

WATER YEARLY FLOW



WW YEARLY FLOW



Fees Collected

May	
Water Impact	\$466,764.00
Sewer Impact	\$832,291.00
Roadway Impact	\$203,433.00
Parks Fee	\$373,500.00
Total	\$1,875,988.00



City of Aubrey - Development Services

May 2025 Activity Report

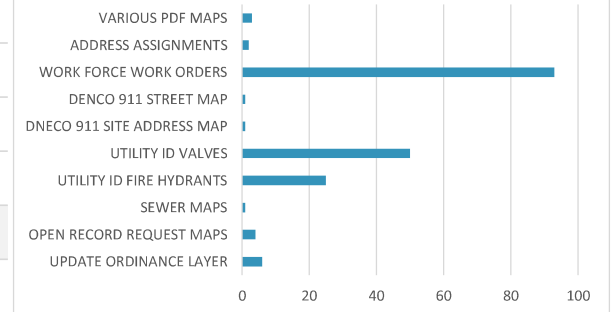
No. Permits Issued

New Single Family	148
Residential Misc	70
Commercial	28
Plat, Re-Plat, Site Plan, or Variance	2
Total	248

Fees Collected

New Single Family	\$ 2,243,283.75
Residential Misc	\$ 10,546.27
Commercial	\$ 720.00
Variance or Zoning	\$ 1,590.00
Total	\$ 2,256,140.02

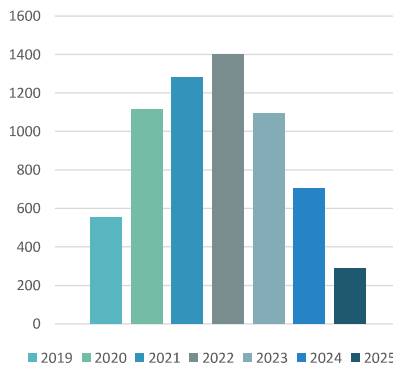
GIS Mapping



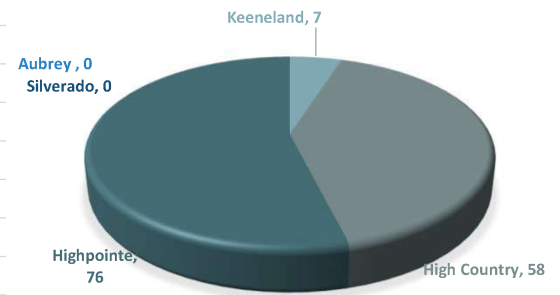
Annual New Single Family

2019	556
2020	1,113
2021	1,279
2022	1,400
2023	1,095
2024	706
2025 YTD	286
2019 - 2025 Total:	6,435

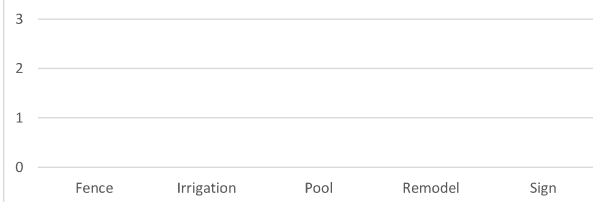
New Single Family



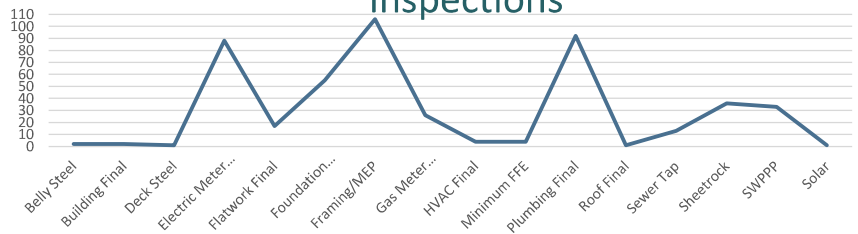
PERMITS BY SUBDIVISION



PLAN REVIEWS



Inspections



Total House Count



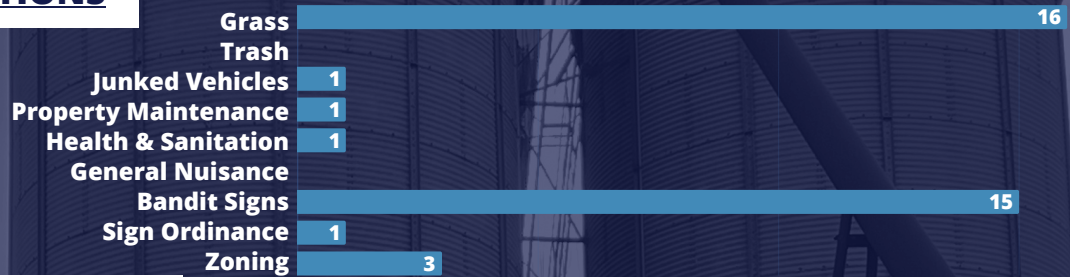
Location	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25
Aubrey Proper	1447	1445	1454	1454	1448	1447
Winn Ridge	1729	1726	1734	1735	1737	1732
Silverado & High Country	3312	3327	3400	3469	3525	3567
Aspen Meadows	310	310	310	310	310	308
Keeneland	43	58	62	66	70	78
Sandbrock	1614	1642	1670	1686	1702	1720
Highpointe	-	-	-	-	-	-

Project Status

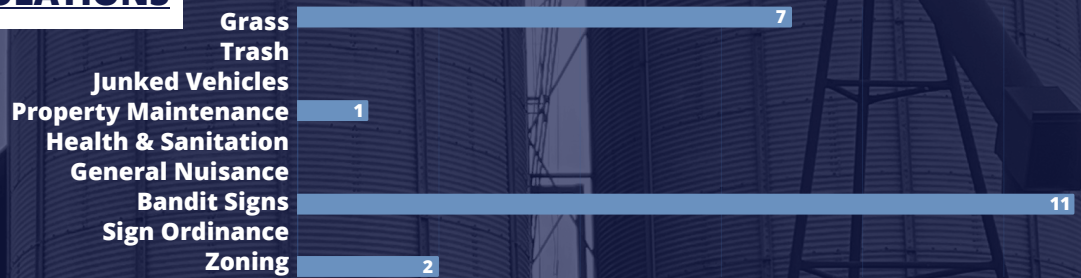
Chaparral Center	Consider and action on Final Plat for Lots 1-15, Block A, being approx 35.174 acres out of Francisco Trevino Survey, Abstract 1243 generally located north of FM 428 and east of US Hwy 377, City of Aubrey, Denton Co., TX. Council made a motion to approve dependent on compliance with 10 conditions as presented. Motion passed (4:0).
High Pointe Ranch East, Ph 1	Consider and action on Preliminary Plat application & Final Plat for 192 residential lots and 3 HOA lots, being approx 35.254 acres out of the Francisco Trevino Survey, Abstract 1243 generally located south of E. Blackjack Road, east of US Hwy 377, and north of FM 428, City of Aubrey, Denton Co., TX. Motions passed (4:0).
Palomino	Consider and action on Preliminary Plat & Final Plat for Palomino for 300 residential lots, 1 lift station lot, 5 HOA lots, 1 public parking lot, 1 general retail lot, 1 city dedicated retail lot, being approx 46.974 acres of land situated in the J. Bridges Jr. Survey, Abstract No. 36, within the City of Aubrey, Denton Co., TX. Property generally located west of FM 2931, north of Frontier Parkway, and east of the future Silverado Parkway. Motions passed (3:1); Council Member Matt Jones opposed.
Shops at High Meadows	Consider and action on site plan for the Shops at High Meadows, Lot 4R1, Block A of the Garland Wilson Addition, located southwest corner of the intersection of E. Highmeadow Dr. and Betty Ln., in the City of Aubrey, Denton Co., TX. Council made a motion to approve dependent on compliance with 5 conditions as presented. Motion passed (4:0).
Garland Wilson Addition	Consider and action on a replat of Lot 4R1R, Block A of the Garland Wilson Addition, located at the southwest corner of the intersection of E. Highmeadow Dr. and Betty Ln., in the City of Aubrey, Denton Co., TX. Council made a motion to approve dependent on compliance with 6 conditions as presented. Motion passed (4:0).

MUNICIPAL SERVICES REPORT FOR MAY 2025

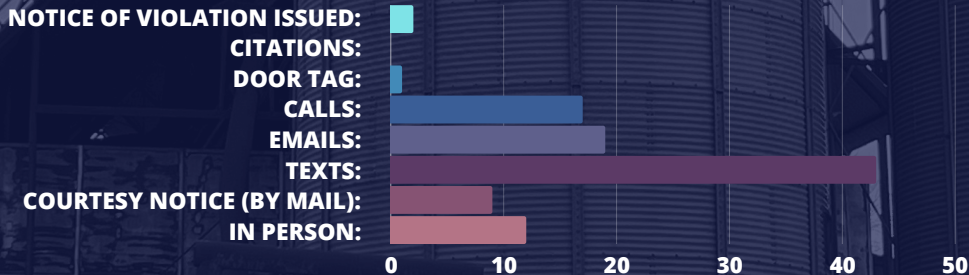
AUBREY VIOLATIONS



WINN RIDGE VIOLATIONS

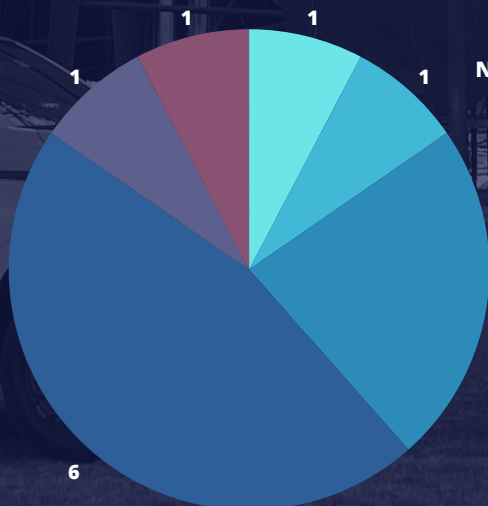


OFFICER COMMUNICATION WITH THE COMMUNITY



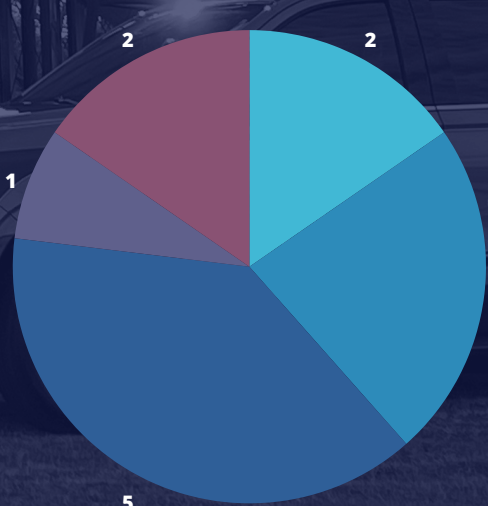
ANIMAL SERVICES IN AUBREY

KEY: Confined Animal, Dead Animal, Loose Animal, Patrol, Sick/Injured Animal, Special Assignment, Public Intake, Trapping, Welfare Check



ANIMAL SERVICES IN WINN RIDGE

Noise Nuisance - 1





Monthly Cash Activity

(Unaudited)

May 2025

FUND: ALL

DATES: 5/01/2025- 5/31/2025

ACCT: ALL

TYPE: ALL CASH

ACCOUNT NO#	CHECKS	DEPOSITS	SVC CHARGE	INTEREST	MISC.	NET CHANGE	BALANCE
101-11-000-00	0.00	735,197.54	0.00	4,669.95	644,179.98CR	95,687.51	1,008,438.62
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	1,803,692.22	0.00	15,230.41	1,812,936.23CR	5,986.40	7,188,012.00
101-11-000-90	0.00	97,553.74	0.00	23,240.40	0.00	120,794.14	6,194,965.80
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	616.81	44,062.18CR	55,241.99CR	131,940.12
201-11-000-10	0.00	0.00	0.00	0.00	0.00	0.00	200.00
201-11-000-84	0.00	601,433.43	0.00	0.00	89,031.27CR	512,402.16	1,263,954.64
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	294.75	0.00	294.75	78,778.60
201-11-000-91	0.00	0.00	0.00	2,443.52	0.00	2,443.52	653,023.84
201-11-000-95	0.00	0.00	0.00	0.00	0.00	0.00	8,320,113.87
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	2,542,552.95	0.00	0.00	117,481.14CR	2,425,071.81	4,518,755.64
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	3,182.15	0.00	3,182.15	850,426.56
202-11-000-92	0.00	1,767,243.92CR	0.00	169,694.78	0.00	1,597,549.14CR	44,254,151.69
202-11-036-37	0.00	0.00	0.00	0.00	0.00	0.00	0.00
205-11-000-84	0.00	209,273.48	0.00	0.00	237,934.35CR	28,660.87CR	348,072.37CR
205-11-000-85	0.00	0.00	0.00	0.00	0.00	0.00	0.00
301-11-000-00	0.00	2,610.63	0.00	658.50	0.00	3,269.13	180,998.08
301-11-000-84	0.00	0.00	0.00	0.00	0.00	0.00	122,907.62
301-11-000-90	0.00	0.00	0.00	278.77	0.00	278.77	74,495.95
401-11-000-00	0.00	0.00	0.00	166.94	0.00	166.94	45,504.68
401-11-000-70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-11-000-84	0.00	0.00	0.00	0.00	1,129.10	1,129.10	33,571.40
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	2,423.70	0.00	2,423.70	660,642.27
403-11-000-00	0.00	0.00	0.00	7,276.46	1,240,222.00	1,247,498.46	3,063,583.79
404-11-000-00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
404-11-000-50	0.00	63,859.92CR	0.00	5,199.77	0.00	58,660.15CR	1,405,297.55
404-11-000-60	0.00	1,082,583.80CR	0.00	13,739.95	0.00	1,068,843.85CR	2,713,076.82
404-11-000-70	0.00	0.00	0.00	7,637.00	0.00	7,637.00	2,040,971.98
404-11-000-90	0.00	0.00	0.00	1,278.55	0.00	1,278.55	341,682.18
405-11-000-00	0.00	0.00	0.00	1,402.81	0.00	1,402.81	382,372.87
405-11-000-84	0.00	0.00	0.00	0.00	9,450.78CR	9,450.78CR	787,075.21
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	5,000.00	0.00	0.00	0.00	5,000.00	474,875.39
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	0.00	0.00	1,379.53	0.00	1,379.53	368,680.70
501-11-000-56	0.00	0.00	0.00	0.00	0.00	0.00	0.00

FUND: ALL

DATES: 5/01/2025- 5/31/2025

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	902.11	0.00	902.11	245,893.80
501-11-000-59	0.00	498,133.41CR	0.00	2,329.34	0.00	495,804.07CR	346,051.80
501-11-000-60	0.00	0.00	0.00	17,390.18	0.00	17,390.18	3,672,622.51CR
501-11-000-61	0.00	526,966.25CR	0.00	5,130.37	0.00	521,835.88CR	1,040,087.64
501-11-000-62	0.00	446,461.61CR	0.00	32,504.52	0.00	413,957.09CR	8,409,775.41
501-11-000-63	0.00	111,615.40CR	0.00	11,878.54	0.00	99,736.86CR	3,105,269.62
501-11-000-84	0.00	1,584,026.67	0.00	0.00	4,549,681.72CR	2,965,655.05CR	14,757,093.32CR
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	627.88	0.00	627.88	167,801.43
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	0.00
701-11-000-00	0.00	315,617.80	0.00	7,627.27	0.00	323,245.07	2,160,048.75
701-11-000-50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
701-11-000-84	0.00	2,572.90	0.00	0.00	25,044.19CR	22,471.29CR	165,540.36CR
701-11-000-90	0.00	0.00	0.00	6,274.60	0.00	6,274.60	1,676,868.92
701-11-088-41	0.00	0.00	0.00	0.00	0.00	0.00	0.00
801-11-000-00	0.00	139,659.81	0.00	1,459.20	111,312.23CR	29,806.78	393,081.37
801-11-000-84	0.00	139,659.81CR	0.00	0.00	208,782.74	69,122.93	65,016.42CR
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	2,199,169.48CR	8,244,300.56	0.00	15,230.41	6,382,770.96CR	322,409.47CR	997,959.99
** TOTALS **	2,199,169.48CR	11,635,170.99	0.00	362,169.17	12,573,751.19CR	2,775,580.51CR	92,939,497.62

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

ACCOUNT	AVERAGE BALANCE
101 11-000-00	1,308,316.95
101 11-000-10	200.00
101 11-000-20	0.00
101 11-000-58	0.00
101 11-000-84	6,890,046.18
101 11-000-90	6,189,264.67
101 11-027-87	0.00
200 11-000-84	0.00
201 11-000-00	165,495.49
201 11-000-10	200.00
201 11-000-84	1,071,108.81
201 11-000-85	0.00
201 11-000-90	78,502.87
201 11-000-91	650,737.97
201 11-000-95	8,320,113.87
201 11-012-73	0.00
201 11-032-89	0.00
202 11-000-84	3,178,467.56
202 11-000-85	0.00

FUND: ALL

DATES: 5/01/2025- 5/31/2025

ACCT: ALL

TYPE: ALL CASH

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

ACCOUNT	AVERAGE BALANCE
202 11-000-91	847,449.71
202 11-000-92	45,190,572.19
202 11-036-37	0.00
205 11-000-84	364,382.41CR
205 11-000-85	0.00
301 11-000-00	178,111.65
301 11-000-84	122,907.62
301 11-000-90	74,235.17
401 11-000-00	45,348.51
401 11-000-70	0.00
401 11-000-84	32,976.28
401 11-058-24	0.00
402 11-000-00	658,374.94
403 11-000-00	1,976,583.42
404 11-000-00	0.00
404 11-000-50	1,384,755.83
404 11-000-60	3,659,215.66
404 11-000-70	2,033,827.69
404 11-000-90	340,486.12
405 11-000-00	381,060.56
405 11-000-84	789,209.26
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	471,327.00
407 11-000-84	0.00
501 11-000-00	0.00
501 11-000-55	367,390.17
501 11-000-56	0.00
501 11-000-58	245,049.89
501 11-000-59	620,019.15
501 11-000-60	3,688,890.74CR
501 11-000-61	1,366,067.59
501 11-000-62	8,656,041.77
501 11-000-63	3,163,325.89
501 11-000-84	12,655,385.85CR
501 11-000-90	0.00
501 11-008-38	167,214.06
501 11-026-00	0.00
601 11-000-00	0.00
601 11-000-84	0.00
701 11-000-00	2,071,879.12
701 11-000-50	0.00
701 11-000-84	154,021.17CR
701 11-000-90	1,670,999.13
701 11-088-41	0.00
801 11-000-00	385,573.65
801 11-000-84	76,382.95CR

FUND: ALL

DATES: 5/01/2025- 5/31/2025

ACCT: ALL

TYPE: ALL CASH

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

ACCOUNT	AVERAGE BALANCE
802 11-000-00	247,837.26
802 11-000-01	1,606,064.31
802 11-000-02	1,189,487.62
802 11-000-05	1,273,663.46
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	1,700,858.45

DATES: 5/01/2025- 5/31/2025

		BEGINNING	TOTAL	TOTAL	ENDING	AVERAGE
		BALANCE	DEBITS	CREDITS	BALANCE	DAILY
						BALANCE
General Fund						
101-11-000-00	General Fund Cas	912,751.11	1,171,813.98	1,076,126.47CR	1,008,438.62	1,308,316.95
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	7,182,025.60	1,973,136.72	1,967,150.32CR	7,188,012.00	6,890,046.18
101-11-000-90	Investment Accou	6,074,171.66	175,944.14	55,150.00CR	6,194,965.80	6,189,264.67
101-11-027-87	Municipal Saving	0.00	0.00	0.00	0.00	0.00
FUND 101 TOTAL		14,169,148.37	3,320,894.84	3,098,426.79CR	14,391,616.42	14,387,827.80
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	187,182.11	22,511.03	77,753.02CR	131,940.12	165,495.49
201-11-000-10	Cash Drawer	200.00	0.00	0.00	200.00	200.00
201-11-000-84	Claim on Cash Wa	751,552.48	641,580.88	129,178.72CR	1,263,954.64	1,071,108.81
201-11-000-85	Water Claim on O	0.00	0.00	0.00	0.00	0.00
201-11-000-90	Investment Accou	78,483.85	294.75	0.00	78,778.60	78,502.87
201-11-000-91	Water Impact Fee	650,580.32	2,443.52	0.00	653,023.84	650,737.97
201-11-000-95	Cash - CO Keenel	8,320,113.87	0.00	0.00	8,320,113.87	8,320,113.87
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		9,988,112.63	666,830.18	206,931.74CR	10,448,011.07	10,286,159.01
Sewer Fund						
202-11-000-84	Claim on Cash Se	2,093,683.83	2,555,421.69	130,349.88CR	4,518,755.64	3,178,467.56
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	847,244.41	3,182.15	0.00	850,426.56	847,449.71
202-11-000-92	Utility Funding	45,851,700.83	169,694.78	1,767,243.92CR	44,254,151.69	45,190,572.19
202-11-036-37	Sewer Reserve ca	0.00	0.00	0.00	0.00	0.00
FUND 202 TOTAL		48,792,629.07	2,728,298.62	1,897,593.80CR	49,623,333.89	49,216,489.46
Solid Waste Fund						
205-11-000-84	Claim on Cash Ga	319,411.50CR	210,324.87	238,985.74CR	348,072.37CR	364,382.41CR
205-11-000-85	Trash Claim on O	0.00	0.00	0.00	0.00	0.00
FUND 205 TOTAL		319,411.50CR	210,324.87	238,985.74CR	348,072.37CR	364,382.41CR

DATES: 5/01/2025- 5/31/2025

		BEGINNING	TOTAL	TOTAL	ENDING	AVERAGE
		BALANCE	DEBITS	CREDITS	BALANCE	DAILY
						BALANCE
Debt Service Fund						
301-11-000-00	Debt Service Cas	177,728.95	11,205.22	7,936.09CR	180,998.08	178,111.65
301-11-000-84	Claim on Cash De	122,907.62	0.00	0.00	122,907.62	122,907.62
301-11-000-90	Investment Accou	74,217.18	278.77	0.00	74,495.95	74,235.17
FUND 301 TOTAL		374,853.75	11,483.99	7,936.09CR	378,401.65	375,254.44
Special Revenue Fund						
401-11-000-00	Special Revenue	45,337.74	166.94	0.00	45,504.68	45,348.51
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	32,442.30	1,129.10	0.00	33,571.40	32,976.28
401-11-058-24	Seizure Fund Cas	0.00	0.00	0.00	0.00	0.00
FUND 401 TOTAL		77,780.04	1,296.04	0.00	79,076.08	78,324.79
TIRZ Jackson Ridge						
402-11-000-00	TIRZ Cash	658,218.57	2,423.70	0.00	660,642.27	658,374.94
FUND 402 TOTAL		658,218.57	2,423.70	0.00	660,642.27	658,374.94
Impact Fees						
403-11-000-00	Impact Fees Cash	1,816,085.33	1,247,498.46	0.00	3,063,583.79	1,976,583.42
FUND 403 TOTAL		1,816,085.33	1,247,498.46	0.00	3,063,583.79	1,976,583.42
Development Fees						
404-11-000-00	Development Fees	0.00	0.00	0.00	0.00	0.00
404-11-000-50	Investment Acct-	1,463,957.70	23,199.77	81,859.92CR	1,405,297.55	1,384,755.83
404-11-000-60	Investment acct-	3,781,920.67	50,889.95	1,119,733.80CR	2,713,076.82	3,659,215.66
404-11-000-70	Investment Acct-	2,033,334.98	7,637.00	0.00	2,040,971.98	2,033,827.69
404-11-000-90	Investment Accou	340,403.63	56,428.55	55,150.00CR	341,682.18	340,486.12
FUND 404 TOTAL		7,619,616.98	138,155.27	1,256,743.72CR	6,501,028.53	7,418,285.30
Grant Fund						
405-11-000-00	Grant Fund Cash	380,970.06	1,402.81	0.00	382,372.87	381,060.56
405-11-000-84	Claim on Cash Gr	796,525.99	0.00	9,450.78CR	787,075.21	789,209.26
FUND 405 TOTAL		1,177,496.05	1,402.81	9,450.78CR	1,169,448.08	1,170,269.82

DATES: 5/01/2025- 5/31/2025

		BEGINNING	TOTAL	TOTAL	ENDING	AVERAGE
		BALANCE	DEBITS	CREDITS	BALANCE	DAILY
						BALANCE
Holding Acct Dev Agreements						
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	469,875.39	5,000.00	0.00	474,875.39	471,327.00
FUND 406 TOTAL		469,875.39	5,000.00	0.00	474,875.39	471,327.00
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	367,301.17	1,379.53	0.00	368,680.70	367,390.17
501-11-000-56	Project 38 Fund	0.00	0.00	0.00	0.00	0.00
501-11-000-58	Escrow Cash - AH	244,991.69	902.11	0.00	245,893.80	245,049.89
501-11-000-59	Cash - CO 2022 P	841,855.87	2,329.34	498,133.41CR	346,051.80	620,019.15
501-11-000-60	Cash - CO 2023 K	3,690,012.69CR	17,390.18	0.00	3,672,622.51CR	3,688,890.74CR
501-11-000-61	Cash - CO 2024 S	1,561,923.52	5,130.37	526,966.25CR	1,040,087.64	1,366,067.59
501-11-000-62	ABP LLC Cash Esc	8,823,732.50	32,504.52	446,461.61CR	8,409,775.41	8,656,041.77
501-11-000-63	HPR Lennar Escro	3,205,006.48	11,878.54	111,615.40CR	3,105,269.62	3,163,325.89
501-11-000-84	Claim on Cash Ca	11,791,438.27CR	1,584,526.67	4,550,181.72CR	14,757,093.32CR	12,655,385.85CR
501-11-000-90	Investment Accou	0.00	0.00	0.00	0.00	0.00
501-11-008-38	Cash - Water Bon	167,173.55	627.88	0.00	167,801.43	167,214.06
501-11-026-00	Cash in LOGIC -	0.00	0.00	0.00	0.00	0.00
FUND 501 TOTAL		269,466.18CR	1,656,669.14	6,133,358.39CR	4,746,155.43CR	1,759,168.07CR
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	0.00	0.00	0.00	0.00	0.00
FUND 601 TOTAL		0.00	0.00	0.00	0.00	0.00
MDD						
701-11-000-00	MDD Cash	1,836,803.68	324,317.97	1,072.90CR	2,160,048.75	2,071,879.12
701-11-000-50	Cash Bank Note 2	0.00	0.00	0.00	0.00	0.00
701-11-000-84	Claim on Cash MD	143,069.07CR	2,572.90	25,044.19CR	165,540.36CR	154,021.17CR
701-11-000-90	Investment Accou	1,670,594.32	6,274.60	0.00	1,676,868.92	1,670,999.13

DATES: 5/01/2025- 5/31/2025

		BEGINNING BALANCE	TOTAL DEBITS	TOTAL CREDITS	ENDING BALANCE	AVERAGE DAILY BALANCE
701-11-088-41	EDC cash	0.00	0.00	0.00	0.00	0.00
	FUND 701 TOTAL	3,364,328.93	333,165.47	26,117.09CR	3,671,377.31	3,588,857.08
Employee Benefit Trust						
801-11-000-00	Employee Benefit	363,274.59	141,119.01	111,312.23CR	393,081.37	385,573.65
801-11-000-84	Claim on Cash EB	134,139.35CR	208,922.74	139,799.81CR	65,016.42CR	76,382.95CR
	FUND 801 TOTAL	229,135.24	350,041.75	251,112.04CR	328,064.95	309,190.70
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	1,320,369.46	8,321,649.38	8,644,058.85CR	997,959.99	1,700,858.45
	FUND 901 TOTAL	1,320,369.46	8,321,649.38	8,644,058.85CR	997,959.99	1,700,858.45
	REPORT TOTALS	95,715,078.13	18,995,134.52	21,770,715.03CR	92,939,497.62	95,760,557.73
		=====	=====	=====	=====	=====

SELECTION CRITERIA

PRINT CURRENT

FUND: All
ACCOUNT TYPE: ALL CASH
TRANSACTION DATES: 5/01/2025 THRU 5/31/2025
PERIOD 13: EXCLUDE

PRINT OPTIONS

REPORT TYPE: SUMMARY
RECAP ONLY: NO
DESCRIPTIONS: NO

*** END OF REPORT ***



Revenue/Expense by Fund

(Unaudited)

May 2025

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

101-General Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Fines and Fees	134,300	32,398.90	103,923.28	0.00	30,376.72	77.38
Taxes	6,783,000	869,478.80	6,824,678.45	0.00	(41,678.45)	100.61
Grants	74,979	0.00	0.00	0.00	74,979.00	0.00
Donations	37,200	204.46	40,627.57	0.00	(3,427.57)	109.21
Charges for Services	9,102,606	679,400.88	6,364,547.57	0.00	2,738,058.43	69.92
Permits	2,784,780	440,871.73	1,432,033.14	0.00	1,352,746.86	51.42
Miscellaneous	717,880	68,095.26	1,264,614.61	0.00	(546,734.61)	176.16
TOTAL GENERAL REVENUE	19,634,745	2,090,450.03	16,030,424.62	0.00	3,604,320.38	81.64
TOTAL REVENUE	19,634,745	2,090,450.03	16,030,424.62	0.00	3,604,320.38	81.64
	=====	=====	=====	=====	=====	=====

EXPENSE SUMMARY

Administration

Personnel	797,688	83,519.60	489,990.16	0.00	307,697.84	61.43
Materials & Supplies	17,000	1,039.41	13,886.29	0.00	3,113.71	81.68
Repairs & Maintenance	43,000	4,816.33	30,908.36	4,140.98	7,950.66	81.51
Utilities	23,000	1,226.88	14,838.47	0.00	8,161.53	64.52
Contract Services	388,400	23,402.23	390,038.55	0.00	(1,638.55)	100.42
Fees & Other Services	235,011	12,389.37	161,933.31	51,960.00	21,117.69	91.01
Miscellaneous	30,000	500.04	13,384.07	0.00	16,615.93	44.61
TOTAL Administration	1,534,099	126,893.86	1,114,979.21	56,100.98	363,018.81	76.34

Police Department

Personnel	4,144,303	423,807.96	2,695,508.53	0.00	1,448,794.47	65.04
Materials & Supplies	234,143	18,513.95	125,862.10	0.00	108,280.90	53.75
Repairs & Maintenance	73,000	1,469.58	52,722.64	0.00	20,277.36	72.22
Utilities	35,710	926.64	24,654.04	0.00	11,055.96	69.04
Contract Services	68,609	360.00	34,938.50	0.00	33,670.50	50.92
Fees & Other Services	238,590	12,738.68	133,609.85	0.00	104,980.15	56.00
Public Safety	231,030	3,072.70	148,088.27	0.00	82,941.73	64.10
Miscellaneous	0	187.81	254.69	0.00	(254.69)	0.00
TOTAL Police Department	5,025,385	461,077.32	3,215,638.62	0.00	1,809,746.38	63.99

Fire Department

Personnel	6,655,050	791,886.48	4,355,990.66	3,500.00	2,295,559.34	65.51
Materials & Supplies	510,136	51,780.83	389,271.73	6,419.92	114,444.35	77.57
Repairs & Maintenance	531,592	46,127.32	244,989.34	229,823.03	56,779.63	89.32
Utilities	76,680	9,909.79	56,499.58	0.00	20,180.42	73.68
Contract Services	50,450	42.00	20,275.18	0.00	30,174.82	40.19
Fees & Other Services	140,650	1,717.76	129,869.38	0.00	10,780.62	92.34
Public Safety	100,893	229.98	35,804.07	4,665.10	60,423.83	40.11
Miscellaneous	80,000	320.00	50,094.55	0.00	29,905.45	62.62

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

101-General Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Debt Service	0	7,952.98	63,623.84	0.00	(63,623.84)	0.00
TOTAL Fire Department	8,145,451	909,967.14	5,346,418.33	244,408.05	2,554,624.62	68.64
<u>Engineering</u>						
<u>Streets Department</u>						
Personnel	319,427	32,629.58	182,310.84	0.00	137,116.16	57.07
Materials & Supplies	46,751	2,476.88	35,168.65	0.00	11,582.35	75.23
Repairs & Maintenance	72,000	2,283.91	41,164.91	7,979.27	22,855.82	68.26
Utilities	49,270	5,736.76	37,241.47	0.00	12,028.53	75.59
Contract Services	15,000	0.00	7,358.24	0.00	7,641.76	49.05
Fees & Other Services	3,107	0.00	1,556.82	0.00	1,550.18	50.11
Miscellaneous	0	0.00	0.00	8,418.00	(8,418.00)	0.00
TOTAL Streets Department	505,555	43,127.13	304,800.93	16,397.27	184,356.80	63.53
<u>Development Services</u>						
Personnel	811,438	78,578.83	513,502.13	0.00	297,935.87	63.28
Materials & Supplies	10,700	1,041.29	9,756.11	0.00	943.89	91.18
Repairs & Maintenance	4,000	67.44	3,718.59	0.00	281.41	92.96
Contract Services	1,165,000	73,189.72	573,847.89	0.00	591,152.11	49.26
Fees & Other Services	50,997	1,248.54	47,171.79	1,403.00	2,422.21	95.25
TOTAL Development Services	2,042,135	154,125.82	1,147,996.51	1,403.00	892,735.49	56.28
<u>Court</u>						
Personnel	85,724	10,609.10	58,636.05	0.00	27,087.95	68.40
Materials & Supplies	1,000	59.99	1,101.68	0.00	(101.68)	110.17
Contract Services	31,900	700.00	19,861.74	0.00	12,038.26	62.26
Fees & Other Services	5,685	0.00	2,557.24	0.00	3,127.76	44.98
TOTAL Court	124,309	11,369.09	82,156.71	0.00	42,152.29	66.09
<u>Parks & Recreation</u>						
Personnel	309,555	34,996.95	212,897.64	0.00	96,657.36	68.78
Materials & Supplies	11,600	603.84	8,112.02	0.00	3,487.98	69.93
Repairs & Maintenance	40,000	6,903.97	22,616.89	0.00	17,383.11	56.54
Utilities	11,700	1,876.03	8,918.24	0.00	2,781.76	76.22
Contract Services	4,120	0.00	4,119.59	0.00	0.41	99.99
Fees & Other Services	6,920	71.97	4,571.97	0.00	2,348.03	66.07
Miscellaneous	173,000	17,113.52	95,845.30	28,130.00	49,024.70	71.66
TOTAL Parks & Recreation	556,895	61,566.28	357,081.65	28,130.00	171,683.35	69.17
<u>Library</u>						
Personnel	371,563	44,684.62	255,387.60	0.00	116,175.40	68.73
Materials & Supplies	53,960	3,002.17	34,621.42	4,141.52	15,197.06	71.84
Repairs & Maintenance	10,000	2,216.60	10,267.07	0.00	(267.07)	102.67
Utilities	22,548	1,460.44	13,900.69	0.00	8,647.31	61.65
Contract Services	1,800	0.00	450.00	0.00	1,350.00	25.00
Fees & Other Services	37,102	1,761.64	28,858.02	0.00	8,243.98	77.78
Miscellaneous	16,400	1,089.43	7,080.21	0.00	9,319.79	43.17
TOTAL Library	513,373	54,214.90	350,565.01	4,141.52	158,666.47	69.09

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

101-General Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Providence Village PD</u>						
<u>Fleet</u>						
Personnel	44,046	2,849.45	2,849.45	0.00	41,196.55	6.47
Materials & Supplies	4,000	0.00	0.00	0.00	4,000.00	0.00
Repairs & Maintenance	2,000	99.00	99.00	0.00	1,901.00	4.95
Fees & Other Services	<u>1,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,000.00</u>	<u>0.00</u>
TOTAL Fleet	51,046	2,948.45	2,948.45	0.00	48,097.55	5.78
<u>HR</u>						
Personnel	168,567	25,451.82	109,300.19	0.00	59,266.81	64.84
Materials & Supplies	790	170.90	203.13	0.00	586.87	25.71
Contract Services	18,200	2,055.50	9,853.25	0.00	8,346.75	54.14
Fees & Other Services	15,102	299.00	8,992.19	12,772.11 (	6,662.30)	144.12
Miscellaneous	<u>48,000</u>	<u>1,019.20</u>	<u>10,188.04</u>	<u>0.00</u>	<u>37,811.96</u>	<u>21.23</u>
TOTAL HR	<u>250,659</u>	<u>28,996.42</u>	<u>138,536.80</u>	<u>12,772.11</u>	<u>99,350.09</u>	<u>60.36</u>
TOTAL EXPENSES	18,748,907	1,854,286.41	12,061,122.22	363,352.93	6,324,431.85	66.27
	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENSES	885,838	236,163.62	3,969,302.40 (	363,352.93) (	2,720,111.47)	407.07

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

101-General Fund

% OF YEAR COMPLETED: 66.67

	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 Court Fines and fees	130,000	31,948.90	100,930.56	0.00	29,069.44	77.64
101-4000-01-4410 Warrant Income	<u>4,000</u>	<u>450.00</u>	<u>2,744.55</u>	<u>0.00</u>	<u>1,255.45</u>	<u>68.61</u>
TOTAL Fines and Fees	134,300	32,398.90	103,923.28	0.00	30,376.72	77.38
 <u>Taxes</u>						
101-4000-02-4100 Property Taxes	2,750,000	5,746.54	3,294,350.91	0.00 (	544,350.91)	119.79
101-4000-02-4130 Sales Taxes	2,500,000	831,658.48	2,558,110.96	0.00 (	58,110.96)	102.32
101-4000-02-4140 Franchise Tax-Electric	317,000	0.00	265,306.07	0.00	51,693.93	83.69
101-4000-02-4141 Franchise Tax-Gas	45,000	0.00	15,479.88	0.00	29,520.12	34.40
101-4000-02-4142 Franchise Tax-Telephone	4,000	780.78	2,683.90	0.00	1,316.10	67.10
101-4000-02-4143 Franchise Tax-Cable TV	12,000	1,645.23	7,134.67	0.00	4,865.33	59.46
101-4000-02-4144 Franchise Tax-Water	840,000	0.00	444,633.24	0.00	395,366.76	52.93
101-4000-02-4146 Franchise Tax-Garbage	<u>315,000</u>	<u>29,647.77</u>	<u>236,978.82</u>	<u>0.00</u>	<u>78,021.18</u>	<u>75.23</u>
TOTAL Taxes	6,783,000	869,478.80	6,824,678.45	0.00 (	41,678.45)	100.61
 <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	33,000	0.00	34,624.68	0.00 (	1,624.68)	104.92
101-4000-04-4393 Donations-Library	<u>4,200</u>	<u>204.46</u>	<u>5,002.89</u>	<u>0.00</u> (	<u>802.89</u>)	<u>119.12</u>
TOTAL Donations	37,200	204.46	40,627.57	0.00 (	3,427.57)	109.21
 <u>Charges for Services</u>						
101-4000-06-4104 Aspen Meadow Police	100,000	7,694.42	45,851.52	0.00	54,148.48	45.85
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	45,470.00	328,853.64	0.00	286,146.36	53.47
101-4000-06-4318 DC FWSD # 10 Elm Ridge	0	53,626.32	401,647.47	0.00 (	401,647.47)	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	110,289.45	740,099.31	0.00	535,056.69	58.04
101-4000-06-4402 Silverado Police	1,030,800	89,289.62	565,474.89	0.00	465,325.11	54.86
101-4000-06-4403 Sandbrock Police	477,000	66,214.30	329,046.46	0.00	147,953.54	68.98
101-4000-06-4404 DISD SRO	242,488	60,621.90	236,261.95	0.00	6,226.05	97.43
101-4000-06-4420 Accident Reports	500	84.00	486.00	0.00	14.00	97.20
101-4000-06-4480 Library fines & fees	500	0.00	452.01	0.00	47.99	90.40
101-4000-06-4481 Public Services - copie	1,500	0.00	1,686.73	0.00 (	186.73)	112.45
101-4000-06-4482 Denton Co Library Pledg	22,500	0.00	31,400.00	0.00 (	8,900.00)	139.56
101-4000-06-4483 Krugerville Library ILA	5,000	0.00	10,000.00	0.00 (	5,000.00)	200.00
101-4000-06-4485 Providence Village Libr	32,500	0.00	0.00	0.00	32,500.00	0.00
101-4000-06-4486 Silverado Library Fee	15,000	0.00	0.00	0.00	15,000.00	0.00

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

101-General Fund

% OF YEAR COMPLETED: 66.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
101-4000-06-4501 Community Building rent	2,000 (	50.00)	2,065.37	0.00 (	65.37)	103.27
101-4000-06-4730 Denton County Pledge Fi	1,195,519	0.00	1,031,519.42	0.00	163,999.58	86.28
101-4000-06-4735 Denton Co Fire Runs	0	0.00	154,000.00	0.00 (	154,000.00)	0.00
101-4000-06-4741 Krugerville ILA Fire	165,000	0.00	83,817.50	0.00	81,182.50	50.80
101-4000-06-4742 Silverado Fire	1,325,000	107,228.15	759,359.73	0.00	565,640.27	57.31
101-4000-06-4744 Sandbrock Fire	306,000	33,450.86	224,149.98	0.00	81,850.02	73.25
101-4000-06-4745 Aspen Meadow Fire	110,000	9,231.77	69,596.88	0.00	40,403.12	63.27
101-4000-06-4746 Oak Point ILA EMS	27,143	0.00	27,143.00	0.00	0.00	100.00
101-4000-06-4749 Insurance Billing EMS	1,377,000	96,250.09	1,188,595.34	0.00	188,404.66	86.32
TOTAL Charges for Services	9,102,606	679,400.88	6,364,547.57	0.00	2,738,058.43	69.92
<u>Permits</u>						
101-4000-07-4200 Building Permits	1,100,000	110,838.00	470,101.85	0.00	629,898.15	42.74
101-4000-07-4210 Plan Review fees	1,300,000	124,545.85	556,174.53	0.00	743,825.47	42.78
101-4000-07-4220 Inspection fees	200,000	4,890.00	54,536.00	0.00	145,464.00	27.27
101-4000-07-4225 Street Inspection Fees	150,000	199,352.88	326,030.76	0.00 (	176,030.76)	217.35
101-4000-07-4250 Contractor registration	4,000	385.00	5,005.00	0.00 (	1,005.00)	125.13
101-4000-07-4260 Other Permit fee	14,000	760.00	6,935.00	0.00	7,065.00	49.54
101-4000-07-4290 Health Permits	15,000	0.00	11,700.00	0.00	3,300.00	78.00
101-4000-07-4310 Demolition Permits	0	0.00	450.00	0.00 (	450.00)	0.00
101-4000-07-4320 Sign Permit	1,300	100.00	980.00	0.00	320.00	75.38
101-4000-07-4330 Solicitation permit	360	0.00	120.00	0.00	240.00	33.33
101-4000-07-4350 Alcohol Permit	120	0.00	0.00	0.00	120.00	0.00
TOTAL Permits	2,784,780	440,871.73	1,432,033.14	0.00	1,352,746.86	51.42
<u>Miscellaneous</u>						
101-4000-09-4430 All Admin Fees	172,380	9,670.00	123,859.98	0.00	48,520.02	71.85
101-4000-09-4435 City Event Fees	80,000	4,141.71	59,387.56	0.00	20,612.44	74.23
101-4000-09-4500 Interest Income	400,000	43,140.76	289,239.05	0.00	110,760.95	72.31
101-4000-09-4540 Other Income	500	0.00	2,415.04	0.00 (	1,915.04)	483.01
101-4000-09-4550 Gain on sale of assets	15,000	0.00	49,098.44	0.00 (	34,098.44)	327.32
101-4000-09-4600 Operating Transfers In	0	0.00	726,309.29	0.00 (	726,309.29)	0.00
101-4000-09-4800 Insurance Proceeds	50,000	11,142.79	14,305.25	0.00	35,694.75	28.61
TOTAL Miscellaneous	717,880	68,095.26	1,264,614.61	0.00 (	546,734.61)	176.16
<u>Contingency/FB</u>						
TOTAL REVENUE	19,634,745	2,090,450.03	16,030,424.62	0.00	3,604,320.38	81.64

101-General Fund

DEPARTMENT - Administration

% OF YEAR COMPLETED: 66.67

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	67,585.24	379,639.76	0.00	260,860.24	59.27
101-5101-01-5105 Overtime	4,600	1,033.27	5,402.25	0.00 (	802.25)	117.44
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	7,307.90	37,229.69	0.00	31,335.31	54.30
101-5101-01-5108 Payroll Tax Expense (me	9,335	956.44	5,779.83	0.00	3,555.17	61.92
101-5101-01-5109 Group Health Insurance	59,388	6,546.75	53,253.40	0.00	6,134.60	89.67
101-5101-01-5110 Workers Comp TML	1,000	0.00	1,444.58	0.00 (	444.58)	144.46
101-5101-01-5621 Travel & Training	13,000	90.00	5,970.77	0.00	7,029.23	45.93
TOTAL Personnel	797,688	83,519.60	489,990.16	0.00	307,697.84	61.43
<u>Materials & Supplies</u>						
101-5101-03-5050 Office Supplies	12,000	388.65	12,030.02	0.00 (	30.02)	100.25
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	650.76	1,546.30	0.00	453.70	77.32
TOTAL Materials & Supplies	17,000	1,039.41	13,886.29	0.00	3,113.71	81.68
<u>Repairs & Maintenance</u>						
101-5101-04-5120 Building Maintenance	40,000	4,734.50	29,821.85	4,140.98	6,037.17	84.91
101-5101-04-5121 Equipment Maintenance	2,000	0.00	22.99	0.00	1,977.01	1.15
101-5101-04-5122 Vehicle Maintenance	1,000	81.83	1,063.52	0.00 (	63.52)	106.35
TOTAL Repairs & Maintenance	43,000	4,816.33	30,908.36	4,140.98	7,950.66	81.51
<u>Utilities</u>						
101-5101-05-5616 Utilities -Electricity	8,000	150.07	1,323.46	0.00	6,676.54	16.54
101-5101-05-5617 Utilities -Gas	2,500	101.20	1,623.06	0.00	876.94	64.92
101-5101-05-5618 Utilities -Telephone	8,500	673.45	9,417.68	0.00 (	917.68)	110.80
101-5101-05-5619 Utilities -Water/Sewer	4,000	302.16	2,474.27	0.00	1,525.73	61.86
TOTAL Utilities	23,000	1,226.88	14,838.47	0.00	8,161.53	64.52
<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 (	118.10)	455.60	0.00	1,544.40	22.78
101-5101-06-5300 Benefits Administration	26,400	2,921.95	18,346.07	0.00	8,053.93	69.49
101-5101-06-5620 Legal & Professional	345,000	20,426.38	369,702.48	0.00 (	24,702.48)	107.16
101-5101-06-5685 Storage Building	4,000	172.00	1,534.40	0.00	2,465.60	38.36
TOTAL Contract Services	388,400	23,402.23	390,038.55	0.00 (	1,638.55)	100.42
<u>Fees & Other Services</u>						
101-5101-07-5150 Printing	15,000	2,172.00	6,242.00	0.00	8,758.00	41.61
101-5101-07-5190 Insurance - TML	7,000	0.00	5,484.95	0.00	1,515.05	78.36
101-5101-07-5220 Advertising & Notices	4,800	1,298.54	3,409.44	0.00	1,390.56	71.03
101-5101-07-5260 Dues and Membership	9,000	0.00	4,239.94	0.00	4,760.06	47.11
101-5101-07-5280 Copier Maintenance cont	10,000	747.00	6,752.26	0.00	3,247.74	67.52
101-5101-07-5310 Tax Assessor/Collector	0	0.00	282.70	0.00 (	282.70)	0.00
101-5101-07-5320 Appraisal District Fees	36,804	0.00	19,173.82	0.00	17,630.18	52.10
101-5101-07-5540 Bond Insurance	1,407	0.00	1,407.00	0.00	0.00	100.00
101-5101-07-5665 Technology	146,000	8,171.83	110,368.37	51,960.00 (	16,328.37)	111.18

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

101-General Fund

DEPARTMENT - Administration

% OF YEAR COMPLETED: 66.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
101-5101-07-5666 Bank Fees	5,000	0.00	4,572.83	0.00	427.17	91.46
TOTAL Fees & Other Services	235,011	12,389.37	161,933.31	51,960.00	21,117.69	91.01
<u>Miscellaneous</u>						
101-5101-09-5130 Community Development	20,000	214.17	9,899.44	0.00	10,100.56	49.50
101-5101-09-5131 Meetings	5,000	285.87	3,194.76	0.00	1,805.24	63.90
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	0.00	0.04	0.00	(0.04)	0.00
TOTAL Miscellaneous	30,000	500.04	13,384.07	0.00	16,615.93	44.61
<u>Debt Service</u>						
<u>Contingency/FB</u>						
TOTAL Administration	1,534,099	126,893.86	1,114,979.21	56,100.98	363,018.81	76.34

101-General Fund

DEPARTMENT - Police Department

% OF YEAR COMPLETED: 66.67

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	314,067.49	1,950,953.72	0.00	1,137,545.28	63.17
101-5102-01-5105 Overtime	94,883	15,876.60	105,651.03	0.00	(10,768.03)	111.35
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	35,139.01	196,092.47	0.00	143,464.53	57.75
101-5102-01-5108 Payroll Tax Expense (me	46,231	4,637.63	30,749.42	0.00	15,481.58	66.51
101-5102-01-5109 Group Health Insurance	427,594	46,741.21	317,926.37	0.00	109,667.63	74.35
101-5102-01-5110 Workers Comp TML	87,700	0.00	54,172.13	0.00	33,527.87	61.77
101-5102-01-5621 Travel & Training	54,889	7,346.02	35,473.63	0.00	19,415.37	64.63
TOTAL Personnel	4,144,303	423,807.96	2,695,508.53	0.00	1,448,794.47	65.04
<u>Materials & Supplies</u>						
101-5102-03-5050 Office Supplies	16,968	2,832.18	9,884.83	0.00	7,083.17	58.26
101-5102-03-5051 Printing	5,000	70.24	70.24	0.00	4,929.76	1.40
101-5102-03-5080 Gas & Oil	175,000	10,600.34	80,620.73	0.00	94,379.27	46.07
101-5102-03-5081 Uniforms	27,376	5,011.19	28,330.56	0.00	(954.56)	103.49
101-5102-03-5082 Ballistic Vests	9,299	0.00	6,599.53	0.00	2,699.47	70.97
101-5102-03-5090 Postage	500	0.00	356.21	0.00	143.79	71.24
TOTAL Materials & Supplies	234,143	18,513.95	125,862.10	0.00	108,280.90	53.75
<u>Repairs & Maintenance</u>						
101-5102-04-5120 Building Maintenance	8,000	315.00	4,837.99	0.00	3,162.01	60.47
101-5102-04-5121 Equipment Maintenance	5,000	0.00	574.16	0.00	4,425.84	11.48
101-5102-04-5122 Vehicle Maintenance	60,000	1,154.58	47,310.49	0.00	12,689.51	78.85
TOTAL Repairs & Maintenance	73,000	1,469.58	52,722.64	0.00	20,277.36	72.22
<u>Utilities</u>						
101-5102-05-5616 Utilities -Electricity	3,500	307.66	3,187.59	0.00	312.41	91.07
101-5102-05-5618 Utilities -Telephone	30,010	519.23	20,762.50	0.00	9,247.50	69.19
101-5102-05-5619 Utilities -Water/Sewer	2,200	99.75	703.95	0.00	1,496.05	32.00
TOTAL Utilities	35,710	926.64	24,654.04	0.00	11,055.96	69.04
<u>Contract Services</u>						
101-5102-06-5240 Drug testing/background	2,300	115.00	1,550.21	0.00	749.79	67.40
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	7,010.21	0.00	(10.21)	100.15
101-5102-06-5685 Storage Building - Wils	540	0.00	320.00	0.00	220.00	59.26
101-5102-06-5690 Forensic Testing	26,510	245.00	3,785.00	0.00	22,725.00	14.28
TOTAL Contract Services	68,609	360.00	34,938.50	0.00	33,670.50	50.92
<u>Fees & Other Services</u>						
101-5102-07-5190 Insurance - TML	45,710	0.00	26,053.52	0.00	19,656.48	57.00
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	1,393.00	3,028.20	0.00	(173.20)	106.07
101-5102-07-5280 Maintenance contracts	116,307	9,520.69	66,182.39	0.00	50,124.61	56.90
101-5102-07-5660 Administration Fee	43,000	0.00	21,499.98	0.00	21,500.02	50.00
101-5102-07-5665 Technology	30,418	1,824.99	16,817.20	0.00	13,600.80	55.29
TOTAL Fees & Other Services	238,590	12,738.68	133,609.85	0.00	104,980.15	56.00

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

101-General Fund

DEPARTMENT - Police Department

% OF YEAR COMPLETED: 66.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Public Safety</u>						
101-5102-08-5070 Police Supplies	14,196	2,098.94	7,950.38	0.00	6,245.62	56.00
101-5102-08-5071 Communications Supplies	11,229	0.00	20,852.44	0.00	(9,623.44)	185.70
101-5102-08-5072 Promotional Supplies	15,440	882.06	3,855.59	0.00	11,584.41	24.97
101-5102-08-5625 Ammo/Firearms/Safety Eq	30,000	91.70	28,556.86	0.00	1,443.14	95.19
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	69,500	0.00	61,400.00	0.00	8,100.00	88.35
101-5102-08-5687 Denton Cty Communicatio	<u>83,169</u>	<u>0.00</u>	<u>25,473.00</u>	<u>0.00</u>	<u>57,696.00</u>	<u>30.63</u>
TOTAL Public Safety	231,030	3,072.70	148,088.27	0.00	82,941.73	64.10
<u>Miscellaneous</u>						
101-5102-09-5131 Meetings	<u>0</u>	<u>187.81</u>	<u>254.69</u>	<u>0.00</u>	<u>(254.69)</u>	<u>0.00</u>
TOTAL Miscellaneous	0	187.81	254.69	0.00	(254.69)	0.00
<u>Debt Service</u>						
TOTAL Police Department	5,025,385	461,077.32	3,215,638.62	0.00	1,809,746.38	63.99

101-General Fund

DEPARTMENT - Fire Department

% OF YEAR COMPLETED: 66.67

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	544,413.13	2,881,766.02	0.00	1,735,633.98	62.41
101-5103-01-5105 Overtime	450,000	75,183.59	419,866.88	0.00	30,133.12	93.30
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	65,987.07	315,912.43	0.00	237,706.57	57.06
101-5103-01-5108 Payroll Tax Expense (me	75,375	8,751.56	49,042.85	0.00	26,332.15	65.07
101-5103-01-5109 Group Health Insurance	712,656	73,279.49	471,844.51	0.00	240,811.49	66.21
101-5103-01-5110 Workers Comp TML	162,000	0.00	130,598.81	0.00	31,401.19	80.62
101-5103-01-5621 Travel/Training	73,100	24,271.64	77,489.28	3,500.00	(7,889.28)	110.79
TOTAL Personnel	6,655,050	791,886.48	4,355,990.66	3,500.00	2,295,559.34	65.51
<u>Materials & Supplies</u>						
101-5103-03-5080 Gas & Oil	137,250	6,365.65	56,599.09	0.00	80,650.91	41.24
101-5103-03-5081 Uniforms	153,886	11,765.53	108,468.64	5,017.94	40,399.42	73.75
101-5103-03-5090 Postage	200	24.55	146.80	0.00	53.20	73.40
101-5103-03-5150 Office Supplies	10,800	1,459.82	4,965.22	0.00	5,834.78	45.97
101-5103-03-5155 Supplies - Medic	208,000	32,165.28	219,091.98	1,401.98	(12,493.96)	106.01
TOTAL Materials & Supplies	510,136	51,780.83	389,271.73	6,419.92	114,444.35	77.57
<u>Repairs & Maintenance</u>						
101-5103-04-5120 Building Maintenance	65,000	3,112.87	26,720.69	0.00	38,279.31	41.11
101-5103-04-5121 Equipment Maintenance	302,592	4,184.05	83,854.06	229,577.03	(10,839.09)	103.58
101-5103-04-5122 Vehicle Maintenance	164,000	38,830.40	134,414.59	246.00	29,339.41	82.11
TOTAL Repairs & Maintenance	531,592	46,127.32	244,989.34	229,823.03	56,779.63	89.32
<u>Utilities</u>						
101-5103-05-5616 Utilities -Electricity	30,000	8,470.67	32,469.91	0.00	(2,469.91)	108.23
101-5103-05-5617 Utilities -Gas	8,200	190.03	1,947.04	0.00	6,252.96	23.74
101-5103-05-5618 Utilities -Telephone	27,980	461.03	16,241.99	0.00	11,738.01	58.05
101-5103-05-5619 Utilities -Water/Sewer	9,000	622.07	4,703.71	0.00	4,296.29	52.26
101-5103-05-5620 Direct TV Navo	1,500	165.99	1,136.93	0.00	363.07	75.80
TOTAL Utilities	76,680	9,909.79	56,499.58	0.00	20,180.42	73.68
<u>Contract Services</u>						
101-5103-06-5620 Legal and Professional	50,000	0.00	20,233.18	0.00	29,766.82	40.47
101-5103-06-5658 Fire Extinguishers	450	42.00	42.00	0.00	408.00	9.33
TOTAL Contract Services	50,450	42.00	20,275.18	0.00	30,174.82	40.19
<u>Fees & Other Services</u>						
101-5103-07-5190 Insurance - TML	86,250	0.00	91,645.32	0.00	(5,395.32)	106.26
101-5103-07-5260 Dues and Memberships	12,400	100.00	6,352.76	0.00	6,047.24	51.23
101-5103-07-5280 Copier Maintenance Cont	2,000	140.00	1,862.60	0.00	137.40	93.13
101-5103-07-5665 Technology	40,000	1,477.76	30,008.70	0.00	9,991.30	75.02
TOTAL Fees & Other Services	140,650	1,717.76	129,869.38	0.00	10,780.62	92.34
<u>Public Safety</u>						
101-5103-08-5070 Firefighting Supplies	45,000	229.98	17,315.07	4,665.10	23,019.83	48.84
101-5103-08-5687 Denton Cty Communicatio	55,893	0.00	18,489.00	0.00	37,404.00	33.08
TOTAL Public Safety	100,893	229.98	35,804.07	4,665.10	60,423.83	40.11

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

101-General Fund

DEPARTMENT - Fire Department

% OF YEAR COMPLETED: 66.67

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	320.00	320.00	0.00	4,680.00	6.40
101-5103-09-5133 Marketing & Promotions	0	0.00	150.55	0.00	(150.55)	0.00
101-5103-09-5685 Capital Expenditures	<u>75,000</u>	<u>0.00</u>	<u>49,624.00</u>	<u>0.00</u>	<u>25,376.00</u>	<u>66.17</u>
TOTAL Miscellaneous	80,000	320.00	50,094.55	0.00	29,905.45	62.62
<u>Debt Service</u>						
101-5103-98-5693 Capital Lease - '18 Pir	<u>0</u>	<u>7,952.98</u>	<u>63,623.84</u>	<u>0.00</u>	<u>(63,623.84)</u>	<u>0.00</u>
TOTAL Debt Service	0	7,952.98	63,623.84	0.00	(63,623.84)	0.00
TOTAL Fire Department	8,145,451	909,967.14	5,346,418.33	244,408.05	2,554,624.62	68.64

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

101-General Fund

DEPARTMENT - Engineering

% OF YEAR COMPLETED: 66.67

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

101-General Fund

DEPARTMENT - Streets Department

% OF YEAR COMPLETED: 66.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5105-01-5101 Salaries	225,748	22,297.82	123,980.19	0.00	101,767.81	54.92
101-5105-01-5105 Overtime	6,000	2,198.50	7,959.69	0.00 (	1,959.69)	132.66
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	2,608.87	12,790.82	0.00	14,643.18	46.62
101-5105-01-5108 Payroll Tax Expense (me	3,735	351.94	2,030.17	0.00	1,704.83	54.36
101-5105-01-5109 Group Health Insurance	47,510	4,828.05	29,868.30	0.00	17,641.70	62.87
101-5105-01-5110 Workers Comp TML	3,000	0.00	3,095.55	0.00 (	95.55)	103.19
101-5105-01-5121 Travel & Training	5,000	344.40	1,586.12	0.00	3,413.88	31.72
TOTAL Personnel	319,427	32,629.58	182,310.84	0.00	137,116.16	57.07
<u>Materials & Supplies</u>						
101-5105-03-5050 Office Supplies	2,000	59.82	1,616.18	0.00	383.82	80.81
101-5105-03-5080 Gas & Oil	8,251	608.13	5,682.11	0.00	2,568.89	68.87
101-5105-03-5081 Uniforms	2,500	0.00	2,164.21	0.00	335.79	86.57
101-5105-03-5090 Postage	0	0.00	37.90	0.00 (	37.90)	0.00
101-5105-03-5607 Rock, Sand and Gravel	25,000	1,485.98	20,768.46	0.00	4,231.54	83.07
101-5105-03-5608 Chemicals Purchased	4,000	0.00	0.00	0.00	4,000.00	0.00
101-5105-03-5630 Tools	5,000	322.95	4,899.79	0.00	100.21	98.00
TOTAL Materials & Supplies	46,751	2,476.88	35,168.65	0.00	11,582.35	75.23
<u>Repairs & Maintenance</u>						
101-5105-04-5121 Equipment Maintenance	10,000	643.58	7,412.36	0.00	2,587.64	74.12
101-5105-04-5122 Vehicle Maintenance	12,000	1,418.81	11,382.81	0.00	617.19	94.86
101-5105-04-5609 Street Signs	30,000	0.00	7,986.27	7,979.27	14,034.46	53.22
101-5105-04-5629 Street maintenance	20,000	221.52	14,383.47	0.00	5,616.53	71.92
TOTAL Repairs & Maintenance	72,000	2,283.91	41,164.91	7,979.27	22,855.82	68.26
<u>Utilities</u>						
101-5105-05-5616 Utilities - Electricity	49,270	5,736.76	37,241.47	0.00	12,028.53	75.59
TOTAL Utilities	49,270	5,736.76	37,241.47	0.00	12,028.53	75.59
<u>Contract Services</u>						
101-5105-06-5620 Legal and Professional	15,000	0.00	7,358.24	0.00	7,641.76	49.05
TOTAL Contract Services	15,000	0.00	7,358.24	0.00	7,641.76	49.05
<u>Fees & Other Services</u>						
101-5105-07-5190 Insurance - TML	2,207	0.00	1,428.83	0.00	778.17	64.74
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	0	0.00	29.99	0.00 (	29.99)	0.00
TOTAL Fees & Other Services	3,107	0.00	1,556.82	0.00	1,550.18	50.11
<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	43,127.13	304,800.93	16,397.27	184,356.80	63.53

101-General Fund

DEPARTMENT - Development Services

% OF YEAR COMPLETED: 66.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5107-01-5101 Salaries	610,413	59,909.13	371,790.17	0.00	238,622.83	60.91
101-5107-01-5105 Overtime	11,000	0.00	5,479.83	0.00	5,520.17	49.82
101-5107-01-5106 Longevity	750	0.00	719.88	0.00	30.12	95.98
101-5107-01-5107 Retirement - TMRS	59,125	6,380.29	36,039.74	0.00	23,085.26	60.96
101-5107-01-5108 Payroll Tax Expense (me	8,050	829.19	5,533.23	0.00	2,516.77	68.74
101-5107-01-5109 Group Health Insurance	105,000	10,723.72	76,803.32	0.00	28,196.68	73.15
101-5107-01-5110 Workers Comp TML	8,600	0.00	8,161.92	0.00	438.08	94.91
101-5107-01-5621 Travel/Training	8,500	736.50	8,974.04	0.00	(474.04)	105.58
TOTAL Personnel	811,438	78,578.83	513,502.13	0.00	297,935.87	63.28
<u>Materials & Supplies</u>						
101-5107-03-5050 Office Supplies	7,000	687.97	6,918.06	0.00	81.94	98.83
101-5107-03-5080 Gas & Oil	3,000	334.17	2,279.36	0.00	720.64	75.98
101-5107-03-5081 Uniforms	600	0.00	444.89	0.00	155.11	74.15
101-5107-03-5090 Postage	100	19.15	113.80	0.00	(13.80)	113.80
TOTAL Materials & Supplies	10,700	1,041.29	9,756.11	0.00	943.89	91.18
<u>Repairs & Maintenance</u>						
101-5107-04-5121 Equipment Maintenance	0	0.00	54.11	0.00	(54.11)	0.00
101-5107-04-5122 Vehicle Maintenance	4,000	67.44	3,664.48	0.00	335.52	91.61
TOTAL Repairs & Maintenance	4,000	67.44	3,718.59	0.00	281.41	92.96
<u>Contract Services</u>						
101-5107-06-5620 Legal and Professional	50,000	2,450.39	58,488.08	0.00	(8,488.08)	116.98
101-5107-06-5725 Mowing and clean-up	35,000	12,372.40	46,403.60	0.00	(11,403.60)	132.58
101-5107-06-5763 Inspectors - Bureau Ver	1,000,000	74,711.49	459,861.00	0.00	540,139.00	45.99
101-5107-06-5764 Planners	80,000	(16,344.56)	9,095.21	0.00	70,904.79	11.37
TOTAL Contract Services	1,165,000	73,189.72	573,847.89	0.00	591,152.11	49.26
<u>Fees & Other Services</u>						
101-5107-07-5190 Insurance - TML	1,837	0.00	1,188.41	0.00	648.59	64.69
101-5107-07-5220 Advertising & Notices	500	0.00	513.72	0.00	(13.72)	102.74
101-5107-07-5260 Dues and Memberships	2,160	233.55	1,750.38	0.00	409.62	81.04
101-5107-07-5665 Technology	41,500	123.74	41,055.03	1,403.00	(958.03)	102.31
101-5107-07-5762 Filing Fees	5,000	891.25	2,664.25	0.00	2,335.75	53.29
TOTAL Fees & Other Services	50,997	1,248.54	47,171.79	1,403.00	2,422.21	95.25
<u>Miscellaneous</u>						
<u>Debt Service</u>						
TOTAL Development Services	2,042,135	154,125.82	1,147,996.51	1,403.00	892,735.49	56.28

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

101-General Fund
DEPARTMENT - Court

% OF YEAR COMPLETED: 66.67

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	8,010.37	42,914.06	0.00	21,185.94	66.95
101-5108-01-5105 Overtime	1,000	23.24	1,064.63	0.00 (	64.63)	106.46
101-5108-01-5106 Longevity	400	0.00	400.00	0.00	0.00	100.00
101-5108-01-5107 Retirement - TMRS	6,976	855.58	4,231.25	0.00	2,744.75	60.65
101-5108-01-5108 Payroll Tax Expense (me	950	110.56	646.20	0.00	303.80	68.02
101-5108-01-5109 Group Health Insurance	11,878	1,609.35	8,956.10	0.00	2,921.90	75.40
101-5108-01-5110 Workers Comp TML	120	0.00	123.81	0.00 (	3.81)	103.18
101-5108-01-5621 Travel/Training	300	0.00	300.00	0.00	0.00	100.00
TOTAL Personnel	85,724	10,609.10	58,636.05	0.00	27,087.95	68.40
<u>Materials & Supplies</u>						
101-5108-03-5050 Office Supplies	400	0.00	80.24	0.00	319.76	20.06
101-5108-03-5051 Court Supplies	0	0.00	340.80	0.00 (	340.80)	0.00
101-5108-03-5090 Postage	500	59.99	680.64	0.00 (	180.64)	136.13
101-5108-03-5150 Printing	100	0.00	0.00	0.00	100.00	0.00
TOTAL Materials & Supplies	1,000	59.99	1,101.68	0.00 (	101.68)	110.17
<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	9,361.74	0.00	4,638.26	66.87
101-5108-06-5765 Contract Svcs - Judge	15,000	700.00	10,500.00	0.00	4,500.00	70.00
TOTAL Contract Services	31,900	700.00	19,861.74	0.00	12,038.26	62.26
<u>Fees & Other Services</u>						
101-5108-07-5190 Insurance - TML	1,300	0.00	1,188.39	0.00	111.61	91.41
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	1,368.85	0.00	2,631.15	34.22
TOTAL Fees & Other Services	5,685	0.00	2,557.24	0.00	3,127.76	44.98
<u>Debt Service</u>						
TOTAL Court	124,309	11,369.09	82,156.71	0.00	42,152.29	66.09

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

101-General Fund

DEPARTMENT - Parks & Recreation

% OF YEAR COMPLETED: 66.67

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	22,189.10	135,517.44	0.00	66,472.56	67.09
101-5110-01-5105 Overtime	26,000	3,558.48	16,645.36	0.00	9,354.64	64.02
101-5110-01-5106 Longevity	100	0.00	100.00	0.00	0.00	100.00
101-5110-01-5107 Retirement - TMRS	21,965	2,742.14	14,561.52	0.00	7,403.48	66.29
101-5110-01-5108 Payroll Tax Expense (me	2,990	366.15	2,322.00	0.00	668.00	77.66
101-5110-01-5109 Group Health Insurance	53,010	5,893.03	39,740.43	0.00	13,269.57	74.97
101-5110-01-5110 Workers Comp TML	2,000	0.00	2,280.39	0.00	(280.39)	114.02
101-5110-01-5121 Travel & Training	1,500	248.05	1,730.50	0.00	(230.50)	115.37
TOTAL Personnel	309,555	34,996.95	212,897.64	0.00	96,657.36	68.78
<u>Materials & Supplies</u>						
101-5110-03-5050 Office Supplies	1,000	103.95	459.13	0.00	540.87	45.91
101-5110-03-5080 Gas & Oil	3,400	334.90	2,321.53	0.00	1,078.47	68.28
101-5110-03-5081 Uniforms	1,300	164.99	1,372.89	0.00	(72.89)	105.61
101-5110-03-5150 Printing	400	0.00	91.97	0.00	308.03	22.99
101-5110-03-5608 Chemicals	3,000	0.00	1,747.38	0.00	1,252.62	58.25
101-5110-03-5630 Small Tools	2,000	0.00	2,119.12	0.00	(119.12)	105.96
101-5110-03-5903 Parts and Fittings	500	0.00	0.00	0.00	500.00	0.00
TOTAL Materials & Supplies	11,600	603.84	8,112.02	0.00	3,487.98	69.93
<u>Repairs & Maintenance</u>						
101-5110-04-5121 Equipment Maintenance	8,000	723.56	5,861.23	0.00	2,138.77	73.27
101-5110-04-5122 Vehicle Maintenance	2,000	961.44	2,016.90	0.00	(16.90)	100.85
101-5110-04-5630 Park Maintenance	30,000	5,218.97	14,738.76	0.00	15,261.24	49.13
TOTAL Repairs & Maintenance	40,000	6,903.97	22,616.89	0.00	17,383.11	56.54
<u>Utilities</u>						
101-5110-05-5616 Utilities - Electricity	6,500	747.79	4,765.91	0.00	1,734.09	73.32
101-5110-05-5619 Utilities - Water/Sewer	5,200	1,128.24	4,152.33	0.00	1,047.67	79.85
TOTAL Utilities	11,700	1,876.03	8,918.24	0.00	2,781.76	76.22
<u>Contract Services</u>						
101-5110-06-5685 STORAGE BUILDING	4,120	0.00	4,119.59	0.00	0.41	99.99
TOTAL Contract Services	4,120	0.00	4,119.59	0.00	0.41	99.99
<u>Fees & Other Services</u>						
101-5110-07-5190 Insurance - TML	2,400	0.00	1,371.24	0.00	1,028.76	57.14
101-5110-07-5260 Memberships and Dues	520	0.00	225.00	0.00	295.00	43.27
101-5110-07-5624 Equipment Rental	0	0.00	693.00	0.00	(693.00)	0.00
101-5110-07-5665 Technology	4,000	71.97	2,282.73	0.00	1,717.27	57.07
TOTAL Fees & Other Services	6,920	71.97	4,571.97	0.00	2,348.03	66.07
<u>Miscellaneous</u>						
101-5110-09-5131 City Events	160,000	10,138.52	75,614.30	0.00	84,385.70	47.26
101-5110-09-5132 Tree Lighting Event	0	0.00	56.00	0.00	(56.00)	0.00
101-5110-09-5133 Meetings	0	0.00	1,250.00	0.00	(1,250.00)	0.00
101-5110-09-5631 Capital - equipment	13,000	0.00	0.00	0.00	13,000.00	0.00

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

101-General Fund

DEPARTMENT - Parks & Recreation

% OF YEAR COMPLETED: 66.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
101-5110-09-5636 Capitla Outlay Peanut D	0	6,975.00	18,925.00	28,130.00	(47,055.00)	0.00
TOTAL Miscellaneous	173,000	17,113.52	95,845.30	28,130.00	49,024.70	71.66
TOTAL Parks & Recreation	556,895	61,566.28	357,081.65	28,130.00	171,683.35	69.17

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: MAY 31ST, 2025

101-General Fund

DEPARTMENT - Library

% OF YEAR COMPLETED: 66.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5111-01-5101 Salaries	286,000	33,632.00	188,297.12	0.00	97,702.88	65.84
101-5111-01-5105 Overtime	6,000	447.08	4,990.73	0.00	1,009.27	83.18
101-5111-01-5106 Longevity	400	0.00	350.00	0.00	50.00	87.50
101-5111-01-5107 Retirement - TMRS	20,911	3,167.38	16,177.16	0.00	4,733.84	77.36
101-5111-01-5108 Payroll Tax Expense (me	3,152	483.12	2,906.12	0.00	245.88	92.20
101-5111-01-5109 Group Health Insurance	51,000	6,479.30	40,709.17	0.00	10,290.83	79.82
101-5111-01-5110 Workers Comp TML	600	0.00	619.10	0.00 (	19.10)	103.18
101-5111-01-5621 Travel/Training	3,500	475.74	1,338.20	0.00	2,161.80	38.23
TOTAL Personnel	371,563	44,684.62	255,387.60	0.00	116,175.40	68.73
<u>Materials & Supplies</u>						
101-5111-03-5050 Office Supplies	5,460	241.03	3,564.90	0.00	1,895.10	65.29
101-5111-03-5052 Library Supplies	4,000	306.46	2,297.82	0.00	1,702.18	57.45
101-5111-03-5090 Postage	500	0.00	154.85	0.00	345.15	30.97
101-5111-03-5661 Collection Development	44,000	2,454.68	28,603.85	4,141.52	11,254.63	74.42
TOTAL Materials & Supplies	53,960	3,002.17	34,621.42	4,141.52	15,197.06	71.84
<u>Repairs & Maintenance</u>						
101-5111-04-5120 Building Maintenance	9,000	2,216.60	9,839.53	0.00 (	839.53)	109.33
101-5111-04-5121 Equipment Maintenance	1,000	0.00	427.54	0.00	572.46	42.75
TOTAL Repairs & Maintenance	10,000	2,216.60	10,267.07	0.00 (	267.07)	102.67
<u>Utilities</u>						
101-5111-05-5616 Utilities - Electricity	16,000	1,017.53	9,970.56	0.00	6,029.44	62.32
101-5111-05-5618 Utilities - Telephone	4,248	183.20	2,337.75	0.00	1,910.25	55.03
101-5111-05-5619 Utilities - Water/Sewer	2,300	259.71	1,592.38	0.00	707.62	69.23
TOTAL Utilities	22,548	1,460.44	13,900.69	0.00	8,647.31	61.65
<u>Contract Services</u>						
101-5111-06-5620 Legal & Professional	300	0.00	0.00	0.00	300.00	0.00
101-5111-06-5658 Fire Extinguishers	1,500	0.00	450.00	0.00	1,050.00	30.00
TOTAL Contract Services	1,800	0.00	450.00	0.00	1,350.00	25.00
<u>Fees & Other Services</u>						
101-5111-07-5150 Printing	500	0.00	2,907.11	0.00 (	2,407.11)	581.42
101-5111-07-5190 Insurance - TML	12,650	0.00	10,055.75	0.00	2,594.25	79.49
101-5111-07-5260 Dues and Memberships	4,352	355.00	3,507.70	0.00	844.30	80.60
101-5111-07-5280 Copier Maintenance Cont	2,600	218.00	1,797.30	0.00	802.70	69.13
101-5111-07-5665 Technology	17,000	1,188.64	10,590.16	0.00	6,409.84	62.30
TOTAL Fees & Other Services	37,102	1,761.64	28,858.02	0.00	8,243.98	77.78
<u>Miscellaneous</u>						
101-5111-09-5130 Community Development	13,400	813.68	5,806.48	0.00	7,593.52	43.33
101-5111-09-5666 Donation Expenditures	0	129.50	129.50	0.00 (	129.50)	0.00
101-5111-09-5667 Senior Programs	3,000	146.25	1,144.23	0.00	1,855.77	38.14
TOTAL Miscellaneous	16,400	1,089.43	7,080.21	0.00	9,319.79	43.17
TOTAL Library	513,373	54,214.90	350,565.01	4,141.52	158,666.47	69.09

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

101-General Fund

DEPARTMENT - Providence Village PD

% OF YEAR COMPLETED: 66.67

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

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

101-General Fund
DEPARTMENT - Fleet

% OF YEAR COMPLETED: 66.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
101-5115-01-5101 Salaries	30,996	2,066.40	2,066.40	0.00	28,929.60	6.67
101-5115-01-5107 Retirement - TMRS	3,300	220.07	220.07	0.00	3,079.93	6.67
101-5115-01-5108 Payroll Tax Expense (me	450	29.17	29.17	0.00	420.83	6.48
101-5115-01-5109 Group Health Insurance	8,800	533.81	533.81	0.00	8,266.19	6.07
101-5115-01-5110 Workers Comp - TML	200	0.00	0.00	0.00	200.00	0.00
101-5115-01-5621 Travel & Training	300	0.00	0.00	0.00	300.00	0.00
TOTAL Personnel	44,046	2,849.45	2,849.45	0.00	41,196.55	6.47
<u>Materials & Supplies</u>						
101-5115-03-5080 Gas & Oil	1,000	0.00	0.00	0.00	1,000.00	0.00
101-5115-03-5122 Vehicle Maintenance	2,500	0.00	0.00	0.00	2,500.00	0.00
101-5115-03-5630 Tools	500	0.00	0.00	0.00	500.00	0.00
TOTAL Materials & Supplies	4,000	0.00	0.00	0.00	4,000.00	0.00
<u>Repairs & Maintenance</u>						
101-5115-04-5120 Building Maintenance	2,000	99.00	99.00	0.00	1,901.00	4.95
TOTAL Repairs & Maintenance	2,000	99.00	99.00	0.00	1,901.00	4.95
<u>Contract Services</u>						
<u>Fees & Other Services</u>						
101-5115-07-5665 Technology	1,000	0.00	0.00	0.00	1,000.00	0.00
TOTAL Fees & Other Services	1,000	0.00	0.00	0.00	1,000.00	0.00
<u>Miscellaneous</u>						
TOTAL Fleet	51,046	2,948.45	2,948.45	0.00	48,097.55	5.78

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

101-General Fund

DEPARTMENT - HR

% OF YEAR COMPLETED: 66.67

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	21,190.05	88,003.35	0.00	42,996.65	67.18
101-5117-01-5106 Longevity	50	0.00	50.00	0.00	0.00	100.00
101-5117-01-5107 Retirement - TMRS	13,957	2,256.75	8,231.18	0.00	5,725.82	58.98
101-5117-01-5108 Payroll Tax Expense (me	1,900	302.79	1,219.13	0.00	680.87	64.16
101-5117-01-5109 Group Health Insurance	18,290	1,702.23	11,612.53	0.00	6,677.47	63.49
101-5117-01-5110 Workers Comp TML	320	0.00	0.00	0.00	320.00	0.00
101-5117-01-5621 Travel & Training	<u>3,050</u>	<u>0.00</u>	<u>184.00</u>	<u>0.00</u>	<u>2,866.00</u>	<u>6.03</u>
TOTAL Personnel	168,567	25,451.82	109,300.19	0.00	59,266.81	64.84
<u>Materials & Supplies</u>						
101-5117-03-5050 Office Supplies	300	170.90	203.13	0.00	96.87	67.71
101-5117-03-5081 Uniforms	<u>490</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>490.00</u>	<u>0.00</u>
TOTAL Materials & Supplies	790	170.90	203.13	0.00	586.87	25.71
<u>Repairs & Maintenance</u>						
<u>Utilities</u>						
<u>Contract Services</u>						
101-5117-06-5190 Driving Record Monitori	3,300	0.00	1,764.00	0.00	1,536.00	53.45
101-5117-06-5240 Drug Testing/background	12,500	2,055.50	8,089.25	0.00	4,410.75	64.71
101-5117-06-5300 Benefits Admininstratio	<u>2,400</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,400.00</u>	<u>0.00</u>
TOTAL Contract Services	18,200	2,055.50	9,853.25	0.00	8,346.75	54.14
<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	299.00	299.00	0.00	351.00	46.00
101-5117-07-5665 Technology	<u>13,952</u>	<u>0.00</u>	<u>8,693.19</u>	<u>12,772.11</u>	<u>(7,513.30)</u>	<u>153.85</u>
TOTAL Fees & Other Services	15,102	299.00	8,992.19	12,772.11	(6,662.30)	144.12
<u>Miscellaneous</u>						
101-5117-09-5131 Meetings	1,000	153.70	153.70	0.00	846.30	15.37
101-5117-09-5132 Employee Appreciation	20,000	0.00	9,168.84	0.00	10,831.16	45.84
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	<u>25,000</u>	<u>865.50</u>	<u>865.50</u>	<u>0.00</u>	<u>24,134.50</u>	<u>3.46</u>
TOTAL Miscellaneous	48,000	1,019.20	10,188.04	0.00	37,811.96	21.23
<u>Contingency/FB</u>						
TOTAL HR	250,659	28,996.42	138,536.80	12,772.11	99,350.09	60.36
TOTAL EXPENSES	18,748,907	1,854,286.41	12,061,122.22	363,352.93	6,324,431.85	66.27
REVENUE OVER/ (UNDER) EXPENSES	885,838	236,163.62	3,969,302.40	(363,352.93)	(2,720,111.47)	407.07

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

201-Water Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

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

GENERAL REVENUE

Fines and Fees	780,312	374,634.43	1,103,655.64	0.00 (	323,343.64)	141.44
Charges for Services	2,350,000	173,546.67	1,303,544.83	0.00	1,046,455.17	55.47
Miscellaneous	<u>60,000</u>	<u>3,355.08</u>	<u>27,796.41</u>	<u>0.00</u>	<u>32,203.59</u>	<u>46.33</u>
TOTAL GENERAL REVENUE	<u>3,190,312</u>	<u>551,536.18</u>	<u>2,434,996.88</u>	<u>0.00</u>	<u>755,315.12</u>	<u>76.32</u>
TOTAL REVENUE	<u>3,190,312</u>	<u>551,536.18</u>	<u>2,434,996.88</u>	<u>0.00</u>	<u>755,315.12</u>	<u>76.32</u>
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EXPENSE SUMMARY

Water

Personnel	488,373	54,421.12	330,924.34	0.00	157,448.66	67.76
Materials & Supplies	240,000	5,999.88	163,939.65	8,175.00	67,885.35	71.71
Repairs & Maintenance	335,791	7,221.05	129,013.90	0.00	206,777.10	38.42
Utilities	147,200	14,197.62	106,010.74	0.00	41,189.26	72.02
Contract Services	98,650	0.00	6,812.83	0.00	91,837.17	6.91
Fees & Other Services	90,703	506.69	57,866.63	520.00	32,316.37	64.37
Debt Service	722,606	0.00	508,478.13	0.00	214,127.87	70.37
Contingency/FB	<u>698,640</u>	<u>8,220.00</u>	<u>65,760.00</u>	<u>0.00</u>	<u>632,880.00</u>	<u>9.41</u>
TOTAL Water	<u>2,821,963</u>	<u>90,566.36</u>	<u>1,368,806.22</u>	<u>8,695.00</u>	<u>1,444,461.78</u>	<u>48.81</u>
TOTAL EXPENSES	<u>2,821,963</u>	<u>90,566.36</u>	<u>1,368,806.22</u>	<u>8,695.00</u>	<u>1,444,461.78</u>	<u>48.81</u>
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REVENUE OVER/(UNDER) EXPENSES	368,349	460,969.82	1,066,190.66 (	8,695.00) (	689,146.66)	287.09
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CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

201-Water Fund

% OF YEAR COMPLETED: 66.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Fines and Fees</u>						
201-4000-01-4012 Late Penalties-Water	30,000	3,136.43	23,073.64	0.00	6,926.36	76.91
201-4000-01-4013 Application fee	7,500	1,380.00	7,600.00	0.00 (	100.00)	101.33
201-4000-01-4014 Reconnects	6,000	1,040.00	3,860.00	0.00	2,140.00	64.33
201-4000-01-4630 Bank Fees collected	0	90.00	570.00	0.00 (	570.00)	0.00
201-4000-01-4710 Water Impact Fees	<u>736,812</u>	<u>368,988.00</u>	<u>1,068,552.00</u>	<u>0.00</u> (	<u>331,740.00)</u>	<u>145.02</u>
TOTAL Fines and Fees	780,312	374,634.43	1,103,655.64	0.00 (	323,343.64)	141.44
 <u>Charges for Services</u>						
201-4000-06-4010 Water Billings	2,000,000	147,583.80	1,194,122.99	0.00	805,877.01	59.71
201-4000-06-4011 Water Conection/Tap Fee	100,000	31,479.50	101,483.60	0.00 (	1,483.60)	101.48
201-4000-06-4015 Bulk Water	0	0.00	991.14	0.00 (	991.14)	0.00
201-4000-06-4019 Billing Adjustments	0 (	5,516.63)	6,947.10	0.00 (	6,947.10)	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	173,546.67	1,303,544.83	0.00	1,046,455.17	55.47
 <u>Miscellaneous</u>						
201-4000-09-4500 Interest Income	60,000	3,355.08	25,844.21	0.00	34,155.79	43.07
201-4000-09-4540 Other Income	<u>0</u>	<u>0.00</u>	<u>1,952.20</u>	<u>0.00</u> (	<u>1,952.20)</u>	<u>0.00</u>
TOTAL Miscellaneous	60,000	3,355.08	27,796.41	0.00	32,203.59	46.33
 <u>Contingency/FB</u>						
TOTAL REVENUE	3,190,312	551,536.18	2,434,996.88	0.00	755,315.12	76.32

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: MAY 31ST, 2025

201-Water Fund

DEPARTMENT - Water

% OF YEAR COMPLETED: 66.67

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

201-5201-01-5101 Salaries	346,333	37,226.77	223,818.45	0.00	122,514.55	64.63
201-5201-01-5105 Overtime	12,000	2,618.54	12,812.06	0.00 (	812.06)	106.77
201-5201-01-5106 Longevity	450	0.00	400.00	0.00	50.00	88.89
201-5201-01-5107 TMRS Contribution	38,409	4,243.54	22,527.03	0.00	15,881.97	58.65
201-5201-01-5108 Payroll Tax Expense (me	5,202	556.41	3,481.06	0.00	1,720.94	66.92
201-5201-01-5109 Group Health Insurance	71,266	8,038.83	51,433.93	0.00	19,832.07	72.17
201-5201-01-5110 Workmens Comp TML	9,013	0.00	9,286.64	0.00 (	273.64)	103.04
201-5201-01-5621 Travel/Training	5,700	1,737.03	7,165.17	0.00 (	1,465.17)	125.70
TOTAL Personnel	488,373	54,421.12	330,924.34	0.00	157,448.66	67.76

Materials & Supplies

201-5201-03-5050 Office Supplies	6,000	78.33	4,843.74	0.00	1,156.26	80.73
201-5201-03-5080 Gas & Oil	20,000	1,502.98	14,386.44	0.00	5,613.56	71.93
201-5201-03-5081 Uniforms	5,000	359.76	4,743.41	0.00	256.59	94.87
201-5201-03-5090 Postage	11,500	1,231.87	10,463.11	0.00	1,036.89	90.98
201-5201-03-5150 Printing	4,500	471.32	3,781.57	0.00	718.43	84.03
201-5201-03-5608 Rock, Sand & Gravel	5,000	1,606.67	5,750.53	0.00 (	750.53)	115.01
201-5201-03-5630 Tools	6,000	0.00	2,135.51	0.00	3,864.49	35.59
201-5201-03-5903 Parts and Fittings	30,000	181.71	6,709.62	0.00	23,290.38	22.37
201-5201-03-5904 Chlorine	12,000	567.24	6,806.72	0.00	5,193.28	56.72
201-5201-03-5905 Meters	140,000	0.00	104,319.00	8,175.00	27,506.00	80.35
TOTAL Materials & Supplies	240,000	5,999.88	163,939.65	8,175.00	67,885.35	71.71

Repairs & Maintenance

201-5201-04-5120 Building Maintenance	18,500	470.00	11,160.91	0.00	7,339.09	60.33
201-5201-04-5121 Equipment Maintenance	40,000	3,229.82	32,517.93	0.00	7,482.07	81.29
201-5201-04-5122 Vehicle Maintenance	8,000	2,409.06	9,950.45	0.00 (	1,950.45)	124.38
201-5201-04-5902 Water System Maintenan	269,291	1,112.17	75,384.61	0.00	193,906.39	27.99
TOTAL Repairs & Maintenance	335,791	7,221.05	129,013.90	0.00	206,777.10	38.42

Utilities

201-5201-05-5616 Utilities - Electricity	135,000	13,875.81	96,700.31	0.00	38,299.69	71.63
201-5201-05-5617 Utilities - Gas	4,000	321.81	5,410.89	0.00 (	1,410.89)	135.27
201-5201-05-5618 Utilities - Telephone	7,000	0.00	3,899.54	0.00	3,100.46	55.71
201-5201-05-5619 Utilities - Water/Sewer	1,200	0.00	0.00	0.00	1,200.00	0.00
TOTAL Utilities	147,200	14,197.62	106,010.74	0.00	41,189.26	72.02

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	0.00	8,227.42	0.00	772.58	91.42
201-5201-07-5220 Advertising & Notices	750	0.00	425.42	0.00	324.58	56.72
201-5201-07-5260 Dues & Memberships	4,700	0.00	4,626.10	0.00	73.90	98.43
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: MAY 31ST, 2025

201-Water Fund

DEPARTMENT - Water

% OF YEAR COMPLETED: 66.67

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	3,197.00	0.00 (	156.00)	105.13
201-5201-07-5280 Maintenance contract -	2,000	140.00	1,181.42	0.00	818.58	59.07
201-5201-07-5624 Equipment Rental	6,000	2.70	550.80	0.00	5,449.20	9.18
201-5201-07-5665 Technology	8,250	23.99	4,729.77	520.00	3,000.23	63.63
201-5201-07-5666 Bank fees	9,875	0.00	9,875.00	0.00	0.00	100.00
201-5201-07-5901 Lab Fees	20,000	340.00	5,425.00	0.00	14,575.00	27.13
201-5201-07-5906 Groundwater Pumpage Fee	15,000	0.00	13,534.61	0.00	1,465.39	90.23
201-5201-07-5909 AMR Annual Fees	6,000	0.00	2,374.99	0.00	3,625.01	39.58
TOTAL Fees & Other Services	90,703	506.69	57,866.63	520.00	32,316.37	64.37
<u>Debt Service</u>						
201-5201-98-5801 2016 Bond Principal	230,000	0.00	230,000.00	0.00	0.00	100.00
201-5201-98-5866 2016 Bond Interest	116,700	0.00	60,075.00	0.00	56,625.00	51.48
201-5201-98-5867 2023 CO Bond Principal	60,000	0.00	60,000.00	0.00	0.00	100.00
201-5201-98-5868 2023 CO Bond Interest	315,906	0.00	158,403.13	0.00	157,502.87	50.14
TOTAL Debt Service	722,606	0.00	508,478.13	0.00	214,127.87	70.37
<u>Contingency/FB</u>						
201-5201-99-4090 Administrative fee	98,640	8,220.00	65,760.00	0.00	32,880.00	66.67
201-5201-99-9900 Depreciation expense	600,000	0.00	0.00	0.00	600,000.00	0.00
TOTAL Contingency/FB	698,640	8,220.00	65,760.00	0.00	632,880.00	9.41
TOTAL Water	2,821,963	90,566.36	1,368,806.22	8,695.00	1,444,461.78	48.81
TOTAL EXPENSES	2,821,963	90,566.36	1,368,806.22	8,695.00	1,444,461.78	48.81
REVENUE OVER/(UNDER) EXPENSES	368,349	460,969.82	1,066,190.66 (	8,695.00) (	689,146.66)	287.09

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

202-Sewer Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

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

GENERAL REVENUE

Fines and Fees	846,615	662,877.44	1,765,907.63	0.00 (	919,292.63)	208.58
Charges for Services	1,150,000	90,857.41	697,840.22	0.00	452,159.78	60.68
Miscellaneous	<u>1,623,884</u>	<u>172,876.93</u>	<u>1,410,047.65</u>	<u>0.00</u>	<u>213,836.35</u>	<u>86.83</u>
TOTAL GENERAL REVENUE	<u>3,620,499</u>	<u>926,611.78</u>	<u>3,873,795.50</u>	<u>0.00 (</u>	<u>253,296.50)</u>	<u>107.00</u>
TOTAL REVENUE	<u>3,620,499</u>	<u>926,611.78</u>	<u>3,873,795.50</u>	<u>0.00 (</u>	<u>253,296.50)</u>	<u>107.00</u>
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EXPENSE SUMMARY

Sewer

Personnel	406,990	66,856.55	323,605.38	0.00	83,384.62	79.51
Materials & Supplies	60,400	3,615.48	44,614.40	0.00	15,785.60	73.86
Repairs & Maintenance	192,000	7,152.78	122,352.00	38,046.47	31,601.53	83.54
Utilities	172,500	15,980.47	117,459.76	0.00	55,040.24	68.09
Contract Services	14,000	0.00	949.95	0.00	13,050.05	6.79
Fees & Other Services	59,440	0.00	75,545.77	0.00 (	16,105.77)	127.10
Debt Service	1,798,934	0.00	689,633.74	0.00	1,109,300.26	38.34
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>2,704,264</u>	<u>93,605.28</u>	<u>1,374,161.00</u>	<u>91,425.17</u>	<u>1,238,677.83</u>	<u>54.20</u>
TOTAL EXPENSES	<u>2,704,264</u>	<u>93,605.28</u>	<u>1,374,161.00</u>	<u>91,425.17</u>	<u>1,238,677.83</u>	<u>54.20</u>
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REVENUE OVER/ (UNDER) EXPENSES	916,235	833,006.50	2,499,634.50 (	91,425.17) (	1,491,974.33)	262.84
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CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

202-Sewer Fund

% OF YEAR COMPLETED: 66.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Fines and Fees</u>						
202-4000-01-4021 Late Penalties - Sewer	10,000	1,271.44	8,897.63	0.00	1,102.37	88.98
202-4000-01-4710 Sewer Impact Fees	<u>836,615</u>	<u>661,606.00</u>	<u>1,757,010.00</u>	<u>0.00</u>	(<u>920,395.00</u>)	<u>210.01</u>
TOTAL Fines and Fees	846,615	662,877.44	1,765,907.63	0.00	(919,292.63)	208.58
 <u>Charges for Services</u>						
202-4000-06-4020 Sewer Billings	<u>1,150,000</u>	<u>90,857.41</u>	<u>697,840.22</u>	<u>0.00</u>	<u>452,159.78</u>	<u>60.68</u>
TOTAL Charges for Services	1,150,000	90,857.41	697,840.22	0.00	452,159.78	60.68
 <u>Miscellaneous</u>						
202-4000-09-4500 Interest Income	<u>1,623,884</u>	<u>172,876.93</u>	<u>1,410,047.65</u>	<u>0.00</u>	<u>213,836.35</u>	<u>86.83</u>
TOTAL Miscellaneous	1,623,884	172,876.93	1,410,047.65	0.00	213,836.35	86.83
 <u>Contingency/FB</u>						
TOTAL REVENUE	3,620,499	926,611.78	3,873,795.50	0.00	(253,296.50)	107.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: MAY 31ST, 2025

202-Sewer Fund

DEPARTMENT - Sewer

% OF YEAR COMPLETED: 66.67

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	47,370.35	210,079.79	0.00	70,853.21	74.78
202-5202-01-5105 Overtime	30,000	4,019.64	29,443.93	0.00	556.07	98.15
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	4,484.70	21,156.97	0.00	10,703.03	66.41
202-5202-01-5108 Payroll Tax Expense (me	4,311	601.93	3,321.77	0.00	989.23	77.05
202-5202-01-5109 Group Health Insurance	47,510	9,119.65	48,848.12	0.00 (	1,338.12)	102.82
202-5202-01-5110 Workers Comp TML	6,026	0.00	6,966.02	0.00 (	940.02)	115.60
202-5202-01-5621 Travel/training	5,000	1,260.28	2,488.78	0.00	2,511.22	49.78
TOTAL Personnel	406,990	66,856.55	323,605.38	0.00	83,384.62	79.51
<u>Materials & Supplies</u>						
202-5202-03-5050 Office Supplies	5,000	128.61	3,169.02	0.00	1,830.98	63.38
202-5202-03-5080 Gas & Oil	14,000	684.29	9,316.50	0.00	4,683.50	66.55
202-5202-03-5081 Uniforms	3,500	0.00	2,889.13	0.00	610.87	82.55
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	8,000	566.66	6,329.99	0.00	1,670.01	79.12
202-5202-03-5608 Chemicals Purchased	10,000	126.96	7,400.19	0.00	2,599.81	74.00
202-5202-03-5630 Tools	5,000	735.51	4,739.63	0.00	260.37	94.79
202-5202-03-5903 Parts and Fittings	3,000	49.95	137.05	0.00	2,862.95	4.57
202-5202-03-5904 Chlorine	11,000	1,323.50	10,587.94	0.00	412.06	96.25
TOTAL Materials & Supplies	60,400	3,615.48	44,614.40	0.00	15,785.60	73.86
<u>Repairs & Maintenance</u>						
202-5202-04-5120 Building Maintenance	5,000	215.00	4,422.21	0.00	577.79	88.44
202-5202-04-5121 Equipment Maintenance	35,000	2,915.73	18,126.58	5,216.79	11,656.63	66.70
202-5202-04-5122 Vehicle Maintenance	7,000	1,684.55	4,555.12	0.00	2,444.88	65.07
202-5202-04-5902 Sewer System Maintenan	60,000	2,337.50	46,641.51	7,250.00	6,108.49	89.82
202-5202-04-5903 WWTP Maintenance	85,000	0.00	48,606.58	25,579.68	10,813.74	87.28
TOTAL Repairs & Maintenance	192,000	7,152.78	122,352.00	38,046.47	31,601.53	83.54
<u>Utilities</u>						
202-5202-05-5616 Utilities - Electricity	55,500	5,018.57	42,206.53	0.00	13,293.47	76.05
202-5202-05-5618 Utilities - Telephone	7,000	124.86	5,206.99	0.00	1,793.01	74.39
202-5202-05-5619 Utilities - Water/Sewer	100,000	10,837.04	70,046.24	0.00	29,953.76	70.05
202-5202-05-5621 Utilities - Sludge Disp	10,000	0.00	0.00	0.00	10,000.00	0.00
TOTAL Utilities	172,500	15,980.47	117,459.76	0.00	55,040.24	68.09
<u>Contract Services</u>						
202-5202-06-5620 Legal & Professional	6,000	0.00	949.95	0.00	5,050.05	15.83
202-5202-06-5766 Consultant - engineerin	8,000	0.00	0.00	0.00	8,000.00	0.00
TOTAL Contract Services	14,000	0.00	949.95	0.00	13,050.05	6.79
<u>Fees & Other Services</u>						
202-5202-07-5190 Insurance - TML	15,000	0.00	13,712.39	0.00	1,287.61	91.42
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: MAY 31ST, 2025

202-Sewer Fund

DEPARTMENT - Sewer

% OF YEAR COMPLETED: 66.67

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	9,000	0.00	8,991.97	0.00	8.03	99.91
202-5202-07-5666 Bank Fees	0	0.00	193.14	0.00 (	193.14)	0.00
202-5202-07-5901 Lab Fees	<u>15,000</u>	<u>0.00</u>	<u>8,444.40</u>	<u>0.00</u>	<u>6,555.60</u>	<u>56.30</u>
TOTAL Fees & Other Services	59,440	0.00	75,545.77	0.00 (	16,105.77)	127.10
<u>Debt Service</u>						
202-5202-98-5845 Interest - 2024A CO	<u>1,798,934</u>	<u>0.00</u>	<u>689,633.74</u>	<u>0.00</u>	<u>1,109,300.26</u>	<u>38.34</u>
TOTAL Debt Service	1,798,934	0.00	689,633.74	0.00	1,109,300.26	38.34
<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	2,704,264	93,605.28	1,374,161.00	91,425.17	1,238,677.83	54.20
TOTAL EXPENSES	2,704,264	93,605.28	1,374,161.00	91,425.17	1,238,677.83	54.20
REVENUE OVER/ (UNDER) EXPENSES	916,235	833,006.50	2,499,634.50 (	91,425.17) (	1,491,974.33)	262.84

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

205-Solid Waste Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

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

GENERAL REVENUE

Charges for Services	2,546,000	204,825.55	1,644,644.80	0.00	901,355.20	64.60
TOTAL GENERAL REVENUE	2,546,000	204,825.55	1,644,644.80	0.00	901,355.20	64.60
TOTAL REVENUE	2,546,000	204,825.55	1,644,644.80	0.00	901,355.20	64.60
	=====	=====	=====	=====	=====	=====

EXPENSE SUMMARY

Solid Waste

Fees & Other Services	2,546,000	223,719.82	1,754,202.05	0.00	791,797.95	68.90
TOTAL Solid Waste	2,546,000	223,719.82	1,754,202.05	0.00	791,797.95	68.90
TOTAL EXPENSES	2,546,000	223,719.82	1,754,202.05	0.00	791,797.95	68.90
	=====	=====	=====	=====	=====	=====

REVENUE OVER/ (UNDER) EXPENSES	0	(18,894.27)	(109,557.25)	0.00	109,557.25	0.00
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CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

205-Solid Waste Fund

% OF YEAR COMPLETED: 66.67

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>204,825.55</u>	<u>1,644,644.80</u>	<u>0.00</u>	<u>901,355.20</u>	<u>64.60</u>
TOTAL Charges for Services	2,546,000	204,825.55	1,644,644.80	0.00	901,355.20	64.60
<u>Miscellaneous</u>						
<u>Contingency/FB</u>						
TOTAL REVENUE	2,546,000	204,825.55	1,644,644.80	0.00	901,355.20	64.60

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

205-Solid Waste Fund
DEPARTMENT - Solid Waste

% OF YEAR COMPLETED: 66.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Materials & Supplies</u>						
<u>Fees & Other Services</u>						
205-5205-07-5666 Mustang Collection Fees	116,000	9,210.07	69,997.34	0.00	46,002.66	60.34
205-5205-07-5931 Franchise Fees 15%	315,000	29,647.77	236,978.82	0.00	78,021.18	75.23
205-5205-07-5941 Republic Waste	<u>2,115,000</u>	<u>184,861.98</u>	<u>1,447,225.89</u>	<u>0.00</u>	<u>667,774.11</u>	<u>68.43</u>
TOTAL Fees & Other Services	2,546,000	223,719.82	1,754,202.05	0.00	791,797.95	68.90
<u>Contingency/FB</u>						
TOTAL Solid Waste	2,546,000	223,719.82	1,754,202.05	0.00	791,797.95	68.90
TOTAL EXPENSES	2,546,000	223,719.82	1,754,202.05	0.00	791,797.95	68.90
REVENUE OVER/(UNDER) EXPENSES	0 (	18,894.27) (	109,557.25)	0.00	109,557.25	0.00

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

301-Debt Service Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Taxes	1,465,000	2,610.63	1,525,753.45	0.00 (	60,753.45)	104.15
Miscellaneous	28,500	937.27	16,680.97	0.00	11,819.03	58.53
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>3,547.90</u>	<u>1,542,434.42</u>	<u>0.00</u>	<u>384,984.58</u>	<u>80.03</u>
TOTAL REVENUE	1,927,419	3,547.90	1,542,434.42	0.00	384,984.58	80.03
	=====	=====	=====	=====	=====	=====
<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>1,467,888.83</u>	<u>0.00</u>	<u>456,030.17</u>	<u>76.30</u>
TOTAL Debt Service	<u>1,927,419</u>	<u>0.00</u>	<u>1,467,888.83</u>	<u>0.00</u>	<u>459,530.17</u>	<u>76.16</u>
TOTAL EXPENSES	1,927,419	0.00	1,467,888.83	0.00	459,530.17	76.16
	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENSES	0	3,547.90	74,545.59	0.00 (	74,545.59)	0.00

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

301-Debt Service Fund

% OF YEAR COMPLETED: 66.67

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>2,610.63</u>	<u>1,525,753.45</u>	<u>0.00</u>	(<u>60,753.45</u>)	<u>104.15</u>
TOTAL Taxes	1,465,000	2,610.63	1,525,753.45	0.00	(60,753.45)	104.15
<u>Miscellaneous</u>						
301-4000-09-4500 Interest Income	<u>28,500</u>	<u>937.27</u>	<u>16,680.97</u>	<u>0.00</u>	<u>11,819.03</u>	<u>58.53</u>
TOTAL Miscellaneous	28,500	937.27	16,680.97	0.00	11,819.03	58.53
<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	3,547.90	1,542,434.42	0.00	384,984.58	80.03

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

301-Debt Service Fund

DEPARTMENT - Debt Service

% OF YEAR COMPLETED: 66.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Fees & Other Services</u>						
301-5301-07-5870 Agent Fees	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	38,000.00	0.00	0.00	100.00
301-5301-98-5851 2020 Time Warrant Inter	9,264	0.00	4,746.00	0.00	4,518.00	51.23
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	2,870.00	0.00	2,870.00	50.00
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	1,322.88	0.00	1,473.12	47.31
301-5301-98-5864 2019 Time Warrant Princ	101,000	0.00	101,000.00	0.00	0.00	100.00
301-5301-98-5865 2019 Time Warrant Inter	12,389	0.00	6,666.55	0.00	5,722.45	53.81
301-5301-98-5866 2020 GO Refunding Prini	562,000	0.00	562,000.00	0.00	0.00	100.00
301-5301-98-5867 2020 GO Refunding Inter	6,880	0.00	4,943.40	0.00	1,936.60	71.85
301-5301-98-5868 2022 CO Public Safety P	290,000	0.00	290,000.00	0.00	0.00	100.00
301-5301-98-5869 2022 CO Public Safety I	455,850	0.00	231,550.00	0.00	224,300.00	50.80
301-5301-98-5871 Interest - CO 2024 FS#2	339,000	0.00	224,790.00	0.00	114,210.00	66.31
TOTAL Debt Service	1,923,919	0.00	1,467,888.83	0.00	456,030.17	76.30
<u>Contingency/FB</u>						
TOTAL Debt Service	1,927,419	0.00	1,467,888.83	0.00	459,530.17	76.16
TOTAL EXPENSES	1,927,419	0.00	1,467,888.83	0.00	459,530.17	76.16
REVENUE OVER/ (UNDER) EXPENSES	0	3,547.90	74,545.59	0.00 (	74,545.59)	0.00

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

401-Special Revenue Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Fines and Fees	16,600	1,129.10	15,040.03	0.00	1,559.97	90.60
Taxes	10,000	0.00	3,473.94	0.00	6,526.06	34.74
Grants	4,128	0.00	5,484.53	0.00 (	1,356.53)	132.86
Miscellaneous	<u>3,000</u>	<u>166.94</u>	<u>1,446.32</u>	<u>0.00</u>	<u>1,553.68</u>	<u>48.21</u>
TOTAL GENERAL REVENUE	<u>33,728</u>	<u>1,296.04</u>	<u>25,444.82</u>	<u>0.00</u>	<u>8,283.18</u>	<u>75.44</u>
TOTAL REVENUE	33,728	1,296.04	25,444.82	0.00	8,283.18	75.44
	=====	=====	=====	=====	=====	=====
<u>EXPENSE SUMMARY</u>						
<u>Officers Training Fund</u>						
Personnel	3,000	0.00	3,880.00	0.00 (	880.00)	129.33
Contract Services	3,500	0.00	3,500.00	0.00	0.00	100.00
Fees & Other Services	<u>4,000</u>	<u>0.00</u>	<u>8,639.95</u>	<u>1,200.00 (</u>	<u>5,839.95)</u>	<u>246.00</u>
TOTAL Officers Training Fund	10,500	0.00	16,019.95	1,200.00 (	6,719.95)	164.00
<u>Seizure</u>						
<u>Court Technology</u>						
<u>Court Security</u>						
TOTAL EXPENSES	10,500	0.00	16,019.95	1,200.00 (	6,719.95)	164.00
	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENSES	23,228	1,296.04	9,424.87 (	1,200.00)	15,003.13	35.41

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

401-Special Revenue Fund

% OF YEAR COMPLETED: 66.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Fines and Fees</u>						
401-4000-01-4310 Court Security Fee	4,600	619.92	4,229.82	0.00	370.18	91.95
401-4000-01-4421 Child Safety Fees	8,000	0.00	7,340.67	0.00	659.33	91.76
401-4000-01-4710 Court Technology Fee	<u>4,000</u>	<u>509.18</u>	<u>3,469.54</u>	<u>0.00</u>	<u>530.46</u>	<u>86.74</u>
TOTAL Fines and Fees	16,600	1,129.10	15,040.03	0.00	1,559.97	90.60
 <u>Taxes</u>						
401-4000-02-4170 Hotel/Motel Tax	<u>10,000</u>	<u>0.00</u>	<u>3,473.94</u>	<u>0.00</u>	<u>6,526.06</u>	<u>34.74</u>
TOTAL Taxes	10,000	0.00	3,473.94	0.00	6,526.06	34.74
 <u>Grants</u>						
401-4000-03-4020 Seizures	0	0.00	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>4,506.93</u>	<u>0.00</u>	<u>(378.93)</u>	<u>109.18</u>
TOTAL Grants	4,128	0.00	5,484.53	0.00	(1,356.53)	132.86
 <u>Miscellaneous</u>						
401-4000-09-4500 Interest Income	<u>3,000</u>	<u>166.94</u>	<u>1,446.32</u>	<u>0.00</u>	<u>1,553.68</u>	<u>48.21</u>
TOTAL Miscellaneous	3,000	166.94	1,446.32	0.00	1,553.68	48.21
 <u>Contingency/FB</u>						
TOTAL REVENUE	33,728	1,296.04	25,444.82	0.00	8,283.18	75.44

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

401-Special Revenue Fund

DEPARTMENT - Officers Training Fund

% OF YEAR COMPLETED: 66.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
401-5401-01-5621 Travel/training	3,000	0.00	3,880.00	0.00	(880.00)	129.33
TOTAL Personnel	3,000	0.00	3,880.00	0.00	(880.00)	129.33
<u>Materials & Supplies</u>						
<u>Contract Services</u>						
401-5401-06-5677 Child Safety - Child Ad	3,500	0.00	3,500.00	0.00	0.00	100.00
TOTAL Contract Services	3,500	0.00	3,500.00	0.00	0.00	100.00
<u>Fees & Other Services</u>						
401-5401-07-5665 Court Technology	4,000	0.00	8,639.95	1,200.00	(5,839.95)	246.00
TOTAL Fees & Other Services	4,000	0.00	8,639.95	1,200.00	(5,839.95)	246.00
<u>Public Safety</u>						
<u>Contingency/FB</u>						
TOTAL Officers Training Fund	10,500	0.00	16,019.95	1,200.00	(6,719.95)	164.00

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

401-Special Revenue Fund

DEPARTMENT - Seizure

% OF YEAR COMPLETED: 66.67

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: MAY 31ST, 2025

401-Special Revenue Fund

DEPARTMENT - Court Technology

% OF YEAR COMPLETED: 66.67

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

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

401-Special Revenue Fund
DEPARTMENT - Court Security

% OF YEAR COMPLETED: 66.67

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	16,019.95	1,200.00 (	6,719.95)	164.00
REVENUE OVER/ (UNDER) EXPENSES	23,228	1,296.04	9,424.87 (	1,200.00)	15,003.13	35.41

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

402-TIRZ Jackson Ridge

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Taxes	900,000	0.00	500,000.00	0.00	400,000.00	55.56
Miscellaneous	<u>10,000</u>	<u>2,423.70</u>	<u>8,805.67</u>	<u>0.00</u>	<u>1,194.33</u>	<u>88.06</u>
TOTAL GENERAL REVENUE	<u>910,000</u>	<u>2,423.70</u>	<u>508,805.67</u>	<u>0.00</u>	<u>401,194.33</u>	<u>55.91</u>
TOTAL REVENUE	910,000	2,423.70	508,805.67	0.00	401,194.33	55.91
	=====	=====	=====	=====	=====	=====
<u>EXPENSE SUMMARY</u>						
<u>Seizure Fund</u>						
Fees & Other Services	<u>900,000</u>	<u>0.00</u>	<u>730,424.13</u>	<u>0.00</u>	<u>169,575.87</u>	<u>81.16</u>
TOTAL Seizure Fund	<u>900,000</u>	<u>0.00</u>	<u>730,424.13</u>	<u>0.00</u>	<u>169,575.87</u>	<u>81.16</u>
TOTAL EXPENSES	900,000	0.00	730,424.13	0.00	169,575.87	81.16
	=====	=====	=====	=====	=====	=====
REVENUE OVER/(UNDER) EXPENSES	10,000	2,423.70 (	221,618.46)	0.00	231,618.46	2,216.18-

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

402-TIRZ Jackson Ridge

% OF YEAR COMPLETED: 66.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Taxes</u>						
402-4000-02-4100 Property Taxes	900,000	0.00	500,000.00	0.00	400,000.00	55.56
TOTAL Taxes	900,000	0.00	500,000.00	0.00	400,000.00	55.56
<u>Grants</u>						
<u>Donations</u>						
<u>Miscellaneous</u>						
402-4000-09-4500 Interest Income	10,000	2,423.70	8,805.67	0.00	1,194.33	88.06
TOTAL Miscellaneous	10,000	2,423.70	8,805.67	0.00	1,194.33	88.06
<u>Contingency/FB</u>						
TOTAL REVENUE	910,000	2,423.70	508,805.67	0.00	401,194.33	55.91

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

402-TIRZ Jackson Ridge

DEPARTMENT - Seizure Fund

% OF YEAR COMPLETED: 66.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Materials & Supplies						
Fees & Other Services						
402-5402-07-5665 Jackson Ridge PID TIRZ	900,000	0.00	729,586.30	0.00	170,413.70	81.07
402-5402-07-5670 Keeneland PID TIRZ Cred	0	0.00	837.83	0.00	(837.83)	0.00
TOTAL Fees & Other Services	900,000	0.00	730,424.13	0.00	169,575.87	81.16
TOTAL Seizure Fund	900,000	0.00	730,424.13	0.00	169,575.87	81.16
TOTAL EXPENSES	900,000	0.00	730,424.13	0.00	169,575.87	81.16
REVENUE OVER/(UNDER) EXPENSES	10,000	2,423.70	(221,618.46)	0.00	231,618.46	2,216.18-

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

403-Impact Fees

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	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>7,276.46</u>	<u>33,053.77</u>	<u>0.00</u>	(<u>19,053.77</u>)	<u>236.10</u>
TOTAL GENERAL REVENUE	<u>14,000</u>	<u>7,276.46</u>	<u>33,053.77</u>	<u>0.00</u>	(<u>19,053.77</u>)	<u>236.10</u>
TOTAL REVENUE	<u>14,000</u>	<u>7,276.46</u>	<u>33,053.77</u>	<u>0.00</u>	(<u>19,053.77</u>)	<u>236.10</u>
	=====	=====	=====	=====	=====	=====

EXPENSE SUMMARY

MCTF

Contract Services	<u>0</u>	<u>5,475.58</u>	<u>32,632.46</u>	<u>0.00</u>	(<u>32,632.46</u>)	<u>0.00</u>
TOTAL MCTF	<u>0</u>	<u>5,475.58</u>	<u>32,632.46</u>	<u>0.00</u>	(<u>32,632.46</u>)	<u>0.00</u>
TOTAL EXPENSES	<u>0</u>	<u>5,475.58</u>	<u>32,632.46</u>	<u>0.00</u>	(<u>32,632.46</u>)	<u>0.00</u>
	=====	=====	=====	=====	=====	=====

REVENUE OVER/ (UNDER) EXPENSES	14,000	1,800.88	421.31	0.00	13,578.69	3.01
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CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

403-Impact Fees

% OF YEAR COMPLETED: 66.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Fines and Fees						
Miscellaneous						
403-4000-09-4500 Interest Income	14,000	7,276.46	33,053.77	0.00 (	19,053.77)	236.10
TOTAL Miscellaneous	14,000	7,276.46	33,053.77	0.00 (	19,053.77)	236.10
Contingency/FB						
TOTAL REVENUE	14,000	7,276.46	33,053.77	0.00 (	19,053.77)	236.10

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

403-Impact Fees

DEPARTMENT - MCTF

% OF YEAR COMPLETED: 66.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Contract Services</u>						
403-5403-06-5766 CONSULTING ENGINEERING	0	2,737.79	9,949.17	0.00 (	9,949.17)	0.00
403-5403-06-5767 Consulting Eng - Street	0	2,737.79	22,683.29	0.00 (	22,683.29)	0.00
TOTAL Contract Services	0	5,475.58	32,632.46	0.00 (	32,632.46)	0.00
 <u>Fees & Other Services</u>						
<u>Contingency/FB</u>						
TOTAL MCTF	0	5,475.58	32,632.46	0.00 (	32,632.46)	0.00
TOTAL EXPENSES	0	5,475.58	32,632.46	0.00 (	32,632.46)	0.00
REVENUE OVER/ (UNDER) EXPENSES	14,000	1,800.88	421.31	0.00	13,578.69	3.01

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

404-Development Fees

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Fines and Fees	464,200	159,315.00	525,968.26	0.00 (	61,768.26)	113.31
Permits	1,176,800	329,650.00	1,067,744.00	0.00	109,056.00	90.73
Miscellaneous	100,000	27,855.27	240,367.87	0.00 (	140,367.87)	240.37
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>516,820.27</u>	<u>1,834,080.13</u>	<u>0.00</u>	<u>906,919.87</u>	<u>66.91</u>
TOTAL REVENUE	2,741,000	516,820.27	1,834,080.13	0.00	906,919.87	66.91
	=====	=====	=====	=====	=====	=====
<u>EXPENSE SUMMARY</u>						
<u>MCSF</u>						
Contract Services	<u>2,188,000</u>	<u>591,847.09</u>	<u>1,795,481.10</u>	<u>726,134.94</u> (	<u>333,616.04)</u>	<u>115.25</u>
TOTAL MCSF	<u>2,188,000</u>	<u>591,847.09</u>	<u>1,795,481.10</u>	<u>726,134.94</u> (	<u>333,616.04)</u>	<u>115.25</u>
TOTAL EXPENSES	2,188,000	591,847.09	1,795,481.10	726,134.94 (	333,616.04)	115.25
	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENSES	553,000 (	75,026.82)	38,599.03 (	726,134.94)	1,240,535.91	124.33-

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

404-Development Fees

% OF YEAR COMPLETED: 66.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Fines and Fees</u>						
404-4000-01-4310 Street Impact Fees	464,200	159,315.00	525,968.26	0.00	(61,768.26)	113.31
TOTAL Fines and Fees	464,200	159,315.00	525,968.26	0.00	(61,768.26)	113.31
<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	37,150.00	163,244.00	0.00	236,756.00	40.81
404-4000-07-4710 Park Development Fees	691,800	292,500.00	904,500.00	0.00	(212,700.00)	130.75
TOTAL Permits	1,176,800	329,650.00	1,067,744.00	0.00	109,056.00	90.73
<u>Miscellaneous</u>						
404-4000-09-4500 Interest Income	100,000	27,855.27	240,367.87	0.00	(140,367.87)	240.37
TOTAL Miscellaneous	100,000	27,855.27	240,367.87	0.00	(140,367.87)	240.37
<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	516,820.27	1,834,080.13	0.00	906,919.87	66.91

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

404-Development Fees

DEPARTMENT - MCSF

% OF YEAR COMPLETED: 66.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
<u>Contract Services</u>						
404-5404-06-5912 Capital Expenditure - P	328,000	24,632.24	1,049,058.21	65,823.94 (	786,882.15)	339.90
404-5404-06-5913 Capital Expenditure - F	1,450,000	567,214.85	746,422.89	660,311.00	43,266.11	97.02
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	2,188,000	591,847.09	1,795,481.10	726,134.94 (	333,616.04)	115.25
<u>Public Safety</u>						
<u>Contingency/FB</u>						
TOTAL MCSF	2,188,000	591,847.09	1,795,481.10	726,134.94 (	333,616.04)	115.25
TOTAL EXPENSES	2,188,000	591,847.09	1,795,481.10	726,134.94 (	333,616.04)	115.25
REVENUE OVER/ (UNDER) EXPENSES	553,000 (	75,026.82)	38,599.03 (	726,134.94)	1,240,535.91	124.33-

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

405-Grant Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

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

GENERAL REVENUE

Miscellaneous	20,000	1,402.81	12,742.72	0.00	7,257.28	63.71
USDOJ PD Vests	104,000	0.00	102,282.06	0.00	1,717.94	98.35
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>1,402.81</u>	<u>115,024.78</u>	<u>0.00</u>	<u>110,975.22</u>	<u>50.90</u>
TOTAL REVENUE	226,000	1,402.81	115,024.78	0.00	110,975.22	50.90
	=====	=====	=====	=====	=====	=====

EXPENSE SUMMARY

Grants

CDBG Water lines	<u>206,000</u>	<u>665.64</u>	<u>213,950.66</u>	<u>55,431.67</u>	(<u>63,382.33</u>)	<u>130.77</u>
TOTAL Grants	<u>206,000</u>	<u>665.64</u>	<u>213,950.66</u>	<u>55,431.67</u>	(<u>63,382.33</u>)	<u>130.77</u>
TOTAL EXPENSES	206,000	665.64	213,950.66	55,431.67	(63,382.33)	130.77
	=====	=====	=====	=====	=====	=====

REVENUE OVER/ (UNDER) EXPENSES	20,000	737.17	(98,925.88)	(55,431.67)	174,357.55	771.79-
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CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

405-Grant Fund

% OF YEAR COMPLETED: 66.67

	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	1,402.81	12,742.72	0.00	7,257.28	63.71
TOTAL Miscellaneous	20,000	1,402.81	12,742.72	0.00	7,257.28	63.71
<u>Tocker Foundation-Library</u>						
<u>USDOJ PD Vests</u>						
405-4000-82-4125 TxDOT Main St Improveme	104,000	0.00	97,771.00	0.00	6,229.00	94.01
405-4000-82-4126 Opioid Grant Proceeds	0	0.00	4,511.06	0.00	(4,511.06)	0.00
TOTAL USDOJ PD Vests	104,000	0.00	102,282.06	0.00	1,717.94	98.35
<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	1,402.81	115,024.78	0.00	110,975.22	50.90

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

405-Grant Fund

DEPARTMENT - Grants

% OF YEAR COMPLETED: 66.67

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	0.00	20,327.83	0.00 (	20,327.83)	0.00
405-5405-84-5123 ARPA Pump Station Gener	<u>102,000</u>	<u>665.64</u>	<u>193,622.83</u>	<u>55,431.67</u> (	<u>147,054.50)</u>	<u>244.17</u>
TOTAL CDBG Water lines	206,000	665.64	213,950.66	55,431.67 (	63,382.33)	130.77
<u>Contingency/FB</u>						
TOTAL Grants	206,000	665.64	213,950.66	55,431.67 (	63,382.33)	130.77
TOTAL EXPENSES	206,000	665.64	213,950.66	55,431.67 (	63,382.33)	130.77
REVENUE OVER/ (UNDER) EXPENSES	20,000	737.17 (	98,925.88) (	55,431.67)	174,357.55	771.79-

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

406-Holding Acct Dev Agreemts

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

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

GENERAL REVENUE

Charges for Services	880,000	5,000.00	671,360.93	0.00	208,639.07	76.29
TOTAL GENERAL REVENUE	880,000	5,000.00	671,360.93	0.00	208,639.07	76.29
TOTAL REVENUE	880,000	5,000.00	671,360.93	0.00	208,639.07	76.29
	=====	=====	=====	=====	=====	=====

EXPENSE SUMMARY

Development Agreements

Contract Services	880,000	10,469.55	822,305.85	0.00	57,694.15	93.44
TOTAL Development Agreements	880,000	10,469.55	822,305.85	0.00	57,694.15	93.44
TOTAL EXPENSES	880,000	10,469.55	822,305.85	0.00	57,694.15	93.44
	=====	=====	=====	=====	=====	=====

REVENUE OVER/ (UNDER) EXPENSES	0 (	5,469.55) (	150,944.92)	0.00	150,944.92	0.00
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CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

406-Holding Acct Dev Agreemts

% OF YEAR COMPLETED: 66.67

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	0.00	70,000.00	0.00	30,000.00	70.00
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	0.00	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	0	0.00	10,000.00	0.00 (	10,000.00)	0.00
406-4000-06-5426 Clear Water Car Wash	0	0.00	5,000.00	0.00 (	5,000.00)	0.00
406-4000-06-5427 SHOPS AT HIGH MEADOW	0	5,000.00	5,000.00	0.00 (	5,000.00)	0.00
TOTAL Charges for Services	880,000	5,000.00	671,360.93	0.00	208,639.07	76.29

Miscellaneous

TOTAL REVENUE	880,000	5,000.00	671,360.93	0.00	208,639.07	76.29
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CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

406-Holding Acct Dev Agreemts

DEPARTMENT - Development Agreements

% OF YEAR COMPLETED: 66.67

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	0.00	62,359.59	0.00 (	42,359.59)	311.80
406-5406-06-5723 DA - Aubrey Plant/N/S	100,000	2,305.26	42,404.38	0.00	57,595.62	42.40
406-5406-06-5724 DA - High Pointe Ranch	50,000	3,997.25	345,094.25	0.00 (	295,094.25)	690.19
406-5406-06-5725 Keenland Addition	10,000	0.00	9,985.08	0.00	14.92	99.85
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	21,863.82	0.00	28,136.18	43.73
406-5406-06-5729 Sweet Cow / Aub Hts	0	0.00	40,854.29	0.00 (	40,854.29)	0.00
406-5406-06-5732 SHOPS AT HIGH MEADOW	0	2,044.94	4,644.34	0.00 (	4,644.34)	0.00
406-5406-06-5733 403 S Main Development	0	869.48	1,172.52	0.00 (	1,172.52)	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	0.00	12,401.39	0.00 (	12,401.39)	0.00
406-5406-06-6460 Duck Point MM Aubrey	100,000	0.00	90,224.64	0.00	9,775.36	90.22
406-5406-06-6461 High Point Ranch Commer	50,000	0.00	22,371.23	0.00	27,628.77	44.74
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	1,252.62	57,967.41	0.00	142,032.59	28.98
406-5406-06-6465 DA Lennar Loyd Ranch	50,000	0.00	47,287.09	0.00	2,712.91	94.57
406-5406-06-6470 DA US 377 Project Alpha	50,000	0.00	12,195.66	0.00	37,804.34	24.39
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	11,907.74	0.00	38,092.26	23.82
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	0.00	10,981.40	0.00 (	10,981.40)	0.00
406-5406-06-6475 HMR Grand Restaurant PS	0	0.00	6,889.84	0.00 (	6,889.84)	0.00
406-5406-06-6477 Cencor Acqusition	<u>0</u>	<u>0.00</u>	<u>3,406.81</u>	<u>0.00 (</u>	<u>3,406.81)</u>	<u>0.00</u>
TOTAL Contract Services	880,000	10,469.55	822,305.85	0.00	57,694.15	93.44
TOTAL Development Agreements	880,000	10,469.55	822,305.85	0.00	57,694.15	93.44
TOTAL EXPENSES	880,000	10,469.55	822,305.85	0.00	57,694.15	93.44
REVENUE OVER/(UNDER) EXPENSES	0 (	5,469.55) (	150,944.92)	0.00	150,944.92	0.00

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

501-Capital Projects Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
<u>GENERAL REVENUE</u>						
Penalties & Interest	227,255	26,857.30	373,535.78	0.00 (	146,280.78)	164.37
Charges for Services	0	558,077.01	2,049,103.77	0.00 (	2,049,103.77)	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>584,934.31</u>	<u>2,422,639.55</u>	<u>0.00</u>	<u>77,791,731.45</u>	<u>3.02</u>
TOTAL REVENUE	80,214,371	584,934.31	2,422,639.55	0.00	77,791,731.45	3.02
	=====	=====	=====	=====	=====	=====
 <u>EXPENSE SUMMARY</u>						
 <u>Capital Projects</u>						
Contract Services	251,960	0.00	0.00	4,463.00	247,497.00	1.77
Miscellaneous	81,036,286	6,147,529.82	25,065,356.28	1,274,251.24	54,696,678.48	32.50
Debt Service	<u>1,006,780</u>	<u>0.00</u>	<u>609,037.71</u>	<u>0.00</u>	<u>397,742.29</u>	<u>60.49</u>
TOTAL Capital Projects	<u>82,295,026</u>	<u>6,147,529.82</u>	<u>25,674,393.99</u>	<u>1,278,714.24</u>	<u>55,341,917.77</u>	<u>32.75</u>
TOTAL EXPENSES	82,295,026	6,147,529.82	25,674,393.99	1,278,714.24	55,341,917.77	32.75
	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENSES	(2,080,655)	(5,562,595.51)	(23,251,754.44)	(1,278,714.24)	22,449,813.68	1,178.98

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

501-Capital Projects Fund

% OF YEAR COMPLETED: 66.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Penalties & Interest</u>						
501-4000-05-4500 Interest Income	227,255	26,857.30	329,606.73	0.00 (	102,351.73)	145.04
501-4000-05-4501 ABP Interest Income	0	0.00	39,123.40	0.00 (	39,123.40)	0.00
501-4000-05-4502 HPR Lennar Interest Inc	<u>0</u>	<u>0.00</u>	<u>4,805.65</u>	<u>0.00</u> (	<u>4,805.65)</u>	<u>0.00</u>
TOTAL Penalties & Interest	227,255	26,857.30	373,535.78	0.00 (	146,280.78)	164.37
 <u>Charges for Services</u>						
501-4000-06-4500 Developer Contrib ABP L	0	446,461.61	1,639,283.02	0.00 (	1,639,283.02)	0.00
501-4000-06-4510 Developer Cont Lennar H	<u>0</u>	<u>111,615.40</u>	<u>409,820.75</u>	<u>0.00</u> (	<u>409,820.75)</u>	<u>0.00</u>
TOTAL Charges for Services	0	558,077.01	2,049,103.77	0.00 (	2,049,103.77)	0.00
 <u>Miscellaneous</u>						
501-4000-09-4900 Bond proceeds	<u>57,350,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>57,350,000.00</u>	<u>0.00</u>
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	<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 Contingency/FB	22,637,116	0.00	0.00	0.00	22,637,116.00	0.00
TOTAL REVENUE	80,214,371	584,934.31	2,422,639.55	0.00	77,791,731.45	3.02

501-Capital Projects Fund

DEPARTMENT - Capital Projects

% OF YEAR COMPLETED: 66.67

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	101,960	0.00	0.00	4,463.00	97,497.00	4.38
501-5501-06-5766 Engineering	150,000	0.00	0.00	0.00	150,000.00	0.00
TOTAL Contract Services	251,960	0.00	0.00	4,463.00	247,497.00	1.77
<u>Miscellaneous</u>						
501-5501-09-5650 Capital Public Safety 2	3,000,000	158,929.25	3,827,619.02	97,849.78 (	925,468.80)	130.85
501-5501-09-5651 Capital Vehicle Replace	1,895,436	0.00	786,940.38	242,016.60	866,479.02	54.29
501-5501-09-5652 Capital Project 38	3,500,000	0.00	3,209,794.00	0.00	290,206.00	91.71
501-5501-09-5655 Capital 305 S Main	1,500,000	620,733.80	620,733.80	0.00	879,266.20	41.38
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	17,454.01	2,985,593.33	0.00	2,722,742.67	52.30
501-5501-09-5659 Council Chambers 2023	89,411	0.00	89,411.18	4,269.58 (	4,269.76)	104.78
501-5501-09-5660 HW 377 Utility Relocate	6,000,000	19,864.13	119,430.72	0.00	5,880,569.28	1.99
501-5501-09-5661 Blackjack House	0	5,000.00	5,000.00	0.00 (	5,000.00)	0.00
501-5501-09-5689 Street Projects	0	3,781.51	304,395.18	8,532.28 (	312,927.46)	0.00
501-5501-09-5690 Admin Projects	343,848	0.00	277,552.23	0.00	66,295.77	80.72
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	0.00	279,861.33	0.00 (	236,861.33)	650.84
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	0.00	128,358.31	81,642.00 (	0.31)	100.00
501-5501-09-5952 2024 Ph 2 Offsites	0	28,929.00	436,834.51	0.00 (	436,834.51)	0.00
501-5501-09-5953 WWTP Expansion	0	4,400,437.99	10,860,302.08	0.00 (	10,860,302.08)	0.00
501-5501-09-5954 UTRWD Delivery Point	0	3,603.50	30,480.88	0.00 (	30,480.88)	0.00
501-5501-09-5955 FM 428 Lift Station	0	0.00	76,049.62	0.00 (	76,049.62)	0.00
501-5501-09-5956 Rock Hill Water Well	0	231,372.74	313,392.44	0.00 (	313,392.44)	0.00
501-5501-09-5957 201 Sycamore	0	365,466.80	365,466.80	0.00 (	365,466.80)	0.00
501-5501-09-5959 Keeneland Lot Water/Sew	0	80,090.92	80,090.92	0.00 (	80,090.92)	0.00
501-5501-09-5960 Trevedi Well	0	10,756.00	21,683.60	0.00 (	21,683.60)	0.00
501-5501-09-5961 Faulkner Ground Storage	0	38,985.00	61,076.50	0.00 (	61,076.50)	0.00
501-5501-09-5962 500 Rock Hill Land	0	143,970.41	143,970.41	0.00 (	143,970.41)	0.00
501-5501-09-5963 Frontier St Reconstruct	0	4,704.71	11,868.57	0.00 (	11,868.57)	0.00
501-5501-09-5964 McNatt St Extension	0	7,450.05	10,029.69	0.00 (	10,029.69)	0.00
501-5501-09-5966 Storm Water Master Plan	0	6,000.00	6,000.00	0.00 (	6,000.00)	0.00
TOTAL Miscellaneous	81,036,286	6,147,529.82	25,065,356.28	1,274,251.24	54,696,678.48	32.50
<u>Debt Service</u>						
501-5501-98-5899 Bond Issue Costs	1,006,780	0.00	609,037.71	0.00	397,742.29	60.49
TOTAL Debt Service	1,006,780	0.00	609,037.71	0.00	397,742.29	60.49
<u>Contingency/FB</u>						
TOTAL Capital Projects	82,295,026	6,147,529.82	25,674,393.99	1,278,714.24	55,341,917.77	32.75
TOTAL EXPENSES	82,295,026	6,147,529.82	25,674,393.99	1,278,714.24	55,341,917.77	32.75
REVENUE OVER/(UNDER) EXPENSES	(2,080,655)	(5,562,595.51)	(23,251,754.44)	(1,278,714.24)	22,449,813.68	1,178.98

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

701-MDD

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	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	316,690.70	1,303,227.60	0.00 (	328,227.60)	133.66
Miscellaneous	<u>127,020</u>	<u>15,401.87</u>	<u>106,772.22</u>	<u>0.00</u>	<u>20,247.78</u>	<u>84.06</u>
TOTAL GENERAL REVENUE	<u>1,102,020</u>	<u>332,092.57</u>	<u>1,409,999.82</u>	<u>0.00 (</u>	<u>307,979.82)</u>	<u>127.95</u>
 TOTAL REVENUE	 1,102,020	 332,092.57	 1,409,999.82	 0.00 (	 307,979.82)	 127.95
	=====	=====	=====	=====	=====	=====

EXPENSE SUMMARY

MDD

Personnel	161,609	16,840.68	112,657.82	0.00	48,951.18	69.71
Materials & Supplies	7,000	0.00	2,147.65	0.00	4,852.35	30.68
Repairs & Maintenance	41,000	789.65	24,209.42	0.00	16,790.58	59.05
Utilities	2,445	0.00	323.38	0.00	2,121.62	13.23
Contract Services	88,174	5,105.55	42,906.95	0.00	45,267.05	48.66
Fees & Other Services	86,105	1,053.98	58,040.32	0.00	28,064.68	67.41
Miscellaneous	501,500	100.76	8,215.85	0.00	493,284.15	1.64
Contingency/FB	<u>342,400</u>	<u>31,450.00</u>	<u>66,600.00</u>	<u>0.00</u>	<u>275,800.00</u>	<u>19.45</u>
TOTAL MDD	<u>1,230,233</u>	<u>55,340.62</u>	<u>315,101.39</u>	<u>0.00</u>	<u>915,131.61</u>	<u>25.61</u>
 TOTAL EXPENSES	 1,230,233	 55,340.62	 315,101.39	 0.00	 915,131.61	 25.61
	=====	=====	=====	=====	=====	=====

REVENUE OVER/ (UNDER) EXPENSES	(128,213)	276,751.95	1,094,898.43	0.00 (	1,223,111.43)	853.97-
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CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

701-MDD

% OF YEAR COMPLETED: 66.67

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	316,690.70	1,303,227.60	0.00	(328,227.60)	133.66
TOTAL Taxes	975,000	316,690.70	1,303,227.60	0.00	(328,227.60)	133.66
<u>Grants</u>						
<u>Miscellaneous</u>						
701-4000-09-4500 Interest Income	109,000	13,901.87	94,752.22	0.00	14,247.78	86.93
701-4000-09-4730 Property Rental Income	18,020	1,500.00	12,020.00	0.00	6,000.00	66.70
TOTAL Miscellaneous	127,020	15,401.87	106,772.22	0.00	20,247.78	84.06
<u>Contingency/FB</u>						
TOTAL REVENUE	1,102,020	332,092.57	1,409,999.82	0.00	(307,979.82)	127.95

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: MAY 31ST, 2025

701-MDD

DEPARTMENT - MDD

% OF YEAR COMPLETED: 66.67

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	13,489.05	80,026.41	0.00	36,873.59	68.46
701-5176-01-5106 Longevity	50	0.00	50.00	0.00	0.00	100.00
701-5176-01-5107 TMRS Contribution	12,455	1,436.58	7,286.77	0.00	5,168.23	58.50
701-5176-01-5108 Payroll Tax Expense (me	1,696	185.46	1,121.87	0.00	574.13	66.15
701-5176-01-5109 Group Health Insurance	11,878	1,609.35	11,956.10	0.00 (	78.10)	100.66
701-5176-01-5110 Workmens Comp TML	230	0.00	206.45	0.00	23.55	89.76
701-5176-01-5621 Travel/training	18,400	120.24	12,010.22	0.00	6,389.78	65.27
TOTAL Personnel	161,609	16,840.68	112,657.82	0.00	48,951.18	69.71
<u>Capital</u>						
<u>Materials & Supplies</u>						
701-5176-03-5050 Office Supplies	2,000	0.00	276.27	0.00	1,723.73	13.81
701-5176-03-5060 Promotional Materials	5,000	0.00	1,871.38	0.00	3,128.62	37.43
TOTAL Materials & Supplies	7,000	0.00	2,147.65	0.00	4,852.35	30.68
<u>Repairs & Maintenance</u>						
701-5176-04-5120 Building Maintenance	41,000	789.65	24,209.42	0.00	16,790.58	59.05
TOTAL Repairs & Maintenance	41,000	789.65	24,209.42	0.00	16,790.58	59.05
<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	0.00	323.38	0.00	271.62	54.35
TOTAL Utilities	2,445	0.00	323.38	0.00	2,121.62	13.23
<u>Contract Services</u>						
701-5176-06-5620 Legal & Professional	63,000	5,105.55	24,233.20	0.00	38,766.80	38.47
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	5,000.00	0.00	3,500.00	58.82
701-5176-06-7863 Strategic Plan	13,674	0.00	13,673.75	0.00	0.25	100.00
TOTAL Contract Services	88,174	5,105.55	42,906.95	0.00	45,267.05	48.66
<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	0.00	777.03	0.00	152.97	83.55
701-5176-07-5260 Dues & Memberships	14,500	850.00	13,017.00	0.00	1,483.00	89.77
701-5176-07-5280 Copier Maintenance Cont	1,400	65.00	593.68	0.00	806.32	42.41
701-5176-07-5665 Technology/Promotional	38,800	138.98	38,225.99	0.00	574.01	98.52
701-5176-07-5667 Marketing and Advertisi	27,475	0.00	5,426.62	0.00	22,048.38	19.75
TOTAL Fees & Other Services	86,105	1,053.98	58,040.32	0.00	28,064.68	67.41
<u>Miscellaneous</u>						
701-5176-09-5131 Meetings	1,500	100.76	415.19	0.00	1,084.81	27.68
701-5176-09-5630 Property Purchase	500,000	0.00	7,800.66	0.00	492,199.34	1.56
TOTAL Miscellaneous	501,500	100.76	8,215.85	0.00	493,284.15	1.64

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

701-MDD

DEPARTMENT - MDD

% OF YEAR COMPLETED: 66.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Debt Service						
Contingency/FB						
701-5176-99-4091 Administrative fee	17,400	1,450.00	11,600.00	0.00	5,800.00	66.67
701-5176-99-5700 Grant Match	150,000	30,000.00	30,000.00	0.00	120,000.00	20.00
701-5176-99-5750 Economic Incentives	150,000	0.00	0.00	0.00	150,000.00	0.00
701-5176-99-5800 Municipal Projects	25,000	0.00	25,000.00	0.00	0.00	100.00
TOTAL Contingency/FB	342,400	31,450.00	66,600.00	0.00	275,800.00	19.45
TOTAL MDD	1,230,233	55,340.62	315,101.39	0.00	915,131.61	25.61
TOTAL EXPENSES	1,230,233	55,340.62	315,101.39	0.00	915,131.61	25.61
REVENUE OVER/ (UNDER) EXPENSES	(128,213)	276,751.95	1,094,898.43	0.00	(1,223,111.43)	853.97-

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

801-Employee Benefit Trust

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

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

GENERAL REVENUE

Miscellaneous	<u>1,577,500</u>	<u>210,211.94</u>	<u>1,215,295.45</u>	<u>0.00</u>	<u>362,204.55</u>	<u>77.04</u>
TOTAL GENERAL REVENUE	<u>1,577,500</u>	<u>210,211.94</u>	<u>1,215,295.45</u>	<u>0.00</u>	<u>362,204.55</u>	<u>77.04</u>
TOTAL REVENUE	<u>1,577,500</u>	<u>210,211.94</u>	<u>1,215,295.45</u>	<u>0.00</u>	<u>362,204.55</u>	<u>77.04</u>
	=====	=====	=====	=====	=====	=====

EXPENSE SUMMARY

Insurance Premiums

Personnel	<u>1,396,500</u>	<u>111,492.23</u>	<u>900,790.86</u>	<u>0.00</u>	<u>495,709.14</u>	<u>64.50</u>
TOTAL Insurance Premiums	<u>1,396,500</u>	<u>111,492.23</u>	<u>900,790.86</u>	<u>0.00</u>	<u>495,709.14</u>	<u>64.50</u>
TOTAL EXPENSES	<u>1,396,500</u>	<u>111,492.23</u>	<u>900,790.86</u>	<u>0.00</u>	<u>495,709.14</u>	<u>64.50</u>
	=====	=====	=====	=====	=====	=====

REVENUE OVER/ (UNDER) EXPENSES	181,000	98,719.71	314,504.59	0.00 (	133,504.59)	173.76
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CITY OF AUBREY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

801-Employee Benefit Trust

% OF YEAR COMPLETED: 66.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Miscellaneous</u>						
801-4000-09-4430 Employer Insurance Prem	1,260,000	177,104.77	1,010,636.09	0.00	249,363.91	80.21
801-4000-09-4440 Employee Insurance Prem	302,500	29,880.89	187,401.63	0.00	115,098.37	61.95
801-4000-09-4480 Flex Spending Account	10,000	1,767.08	9,598.77	0.00	401.23	95.99
801-4000-09-4500 Interest Income	<u>5,000</u>	<u>1,459.20</u>	<u>7,658.96</u>	<u>0.00</u>	<u>(2,658.96)</u>	<u>153.18</u>
TOTAL Miscellaneous	1,577,500	210,211.94	1,215,295.45	0.00	362,204.55	77.04
TOTAL REVENUE	1,577,500	210,211.94	1,215,295.45	0.00	362,204.55	77.04

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

801-Employee Benefit Trust

DEPARTMENT - Insurance Premiums

% OF YEAR COMPLETED: 66.67

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Personnel</u>						
801-5000-01-4090 Administrative Fee	1,500	122.00	834.07	0.00	665.93	55.60
801-5000-01-5111 Health Insurance	1,160,000	91,997.02	733,214.78	0.00	426,785.22	63.21
801-5000-01-5112 Dental Insurance	90,000	6,751.80	54,400.90	0.00	35,599.10	60.45
801-5000-01-5113 Vision Insurance	15,000	1,039.95	8,647.13	0.00	6,352.87	57.65
801-5000-01-5115 Life Insurance	75,000	8,152.19	64,005.05	0.00	10,994.95	85.34
801-5000-01-5117 Voluntary Policies	20,000	1,057.96	9,079.18	0.00	10,920.82	45.40
801-5000-01-5118 Flex Spending	15,000	176.91	10,528.25	0.00	4,471.75	70.19
801-5000-01-5119 New Benefits	12,000	1,844.40	14,866.50	0.00 (	2,866.50)	123.89
801-5000-01-5120 Careflight/PHI	<u>8,000</u>	<u>350.00</u>	<u>5,215.00</u>	<u>0.00</u>	<u>2,785.00</u>	<u>65.19</u>
TOTAL Personnel	1,396,500	111,492.23	900,790.86	0.00	495,709.14	64.50
TOTAL Insurance Premiums	1,396,500	111,492.23	900,790.86	0.00	495,709.14	64.50
TOTAL EXPENSES	1,396,500	111,492.23	900,790.86	0.00	495,709.14	64.50
REVENUE OVER/ (UNDER) EXPENSES	181,000	98,719.71	314,504.59	0.00 (	133,504.59)	173.76



Balance Sheet by Fund

(Unaudited)

May 2025

BALANCE SHEET

AS OF: MAY 31ST, 2025

101-General Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
101-11-000-00	General Fund Cash	1,008,438.62	
101-11-000-10	Cash on hand - Court drawer	200.00	
101-11-000-84	Claim on Cash General	7,188,012.00	
101-11-000-90	Investment Account	6,194,965.80	
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>169,424.00</u>	
			<u>18,267,939.35</u>
TOTAL ASSETS			18,267,939.35
			=====
LIABILITIES			
=====			
101-21-010-00	Accounts Payable Pooled	206,661.38	
101-21-010-01	Accounts Payable-General Fund	12,313.20	
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	293,776.00	
101-21-010-18	Net Pension Liability	200,306.00	
101-21-010-19	Deferred Pension Outflows	(489,970.00)	
101-21-015-40	Child Support Payable	461.28	
101-21-015-60	CHILD SUPPORT - BRAZIL	259.38	
101-21-021-51	Unapplied Credit Liability A/R	450.00	
101-21-023-20	Comm Ctr rental deposits	640.01	
101-21-023-30	Parks rental deposits	(150.00)	
101-21-023-40	Collection fees payable-MVBA	1,299.30	
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>348.34</u>)	
TOTAL LIABILITIES			<u>879,925.40</u>
EQUITY			
=====			
101-31-033-00	Fund Balance General Fund	13,253,399.55	
101-31-033-80	Net Pension Obligation	<u>165,312.00</u>	
TOTAL BEGINNING EQUITY			13,418,711.55

BALANCE SHEET

AS OF: MAY 31ST, 2025

101-General Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
TOTAL REVENUE		16,030,424.62
TOTAL EXPENSES		<u>12,061,122.22</u>
TOTAL REVENUE OVER/ (UNDER) EXPENSES		3,969,302.40
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		<u>17,388,013.95</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		18,267,939.35

BALANCE SHEET

AS OF: MAY 31ST, 2025

201-Water Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
201-11-000-00	Water Fund Cash	131,940.12
201-11-000-10	Cash Drawer	200.00
201-11-000-84	Claim on Cash Water	1,263,954.64
201-11-000-90	Investment Account	78,778.60
201-11-000-91	Water Impact Fees	653,023.84
201-11-000-95	Cash - CO Keeneland Ph1 Offsit	8,320,113.87
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>24,588,885.36</u>
TOTAL ASSETS		24,588,885.36
=====		
LIABILITIES		
=====		
201-21-010-00	Accounts Payable Pooled	16,966.54
201-21-010-05	Unapplied Credits	4,125.67
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	32,323.33
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	202,532.88
201-21-029-81	Customer Refunds Payable	29.01
201-23-901-00	Due to Payroll Fund	(3,102.78)
TOTAL LIABILITIES		<u>12,569,424.86</u>

BALANCE SHEET

AS OF: MAY 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	2,434,996.88
	TOTAL EXPENSES	<u>1,368,806.22</u>
	TOTAL REVENUE OVER/ (UNDER) EXPENSES	1,066,190.66
	TOTAL EQUITY & REV. OVER/ (UNDER) EXP.	<u>12,019,460.50</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.	24,588,885.36
=====		

BALANCE SHEET

AS OF: MAY 31ST, 2025

202-Sewer Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
202-11-000-84	Claim on Cash Sewer	4,518,755.64	
202-11-000-91	Sewer Impact Fees	850,426.56	
202-11-000-92	Utility Funding Series 2024A	44,254,151.69	
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>62,912,574.14</u>
TOTAL ASSETS			62,912,574.14
=====			
LIABILITIES			
=====			
202-21-010-00	Accounts Payable Pooled	12,096.10	
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>52,861,485.45</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		3,873,795.50	
TOTAL EXPENSES		<u>1,374,161.00</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		2,499,634.50	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>10,051,088.69</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			62,912,574.14
=====			

BALANCE SHEET

AS OF: MAY 31ST, 2025

205-Solid Waste Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
205-11-000-84	Claim on Cash Garbage	(348,072.37)
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	(<u>10,489.25</u>)
		(<u>162,523.99</u>)
TOTAL ASSETS		(162,523.99)
		=====
LIABILITIES		
=====		
205-21-010-00	Accounts Payable Pooled	184,861.98
205-21-021-90	Sales Tax Payable	18,876.15
205-23-000-00	Due to other funds	<u>16,219.00</u>
TOTAL LIABILITIES		<u>219,957.13</u>
EQUITY		
=====		
205-31-033-00	Fund Balance	(<u>272,923.87</u>)
TOTAL BEGINNING EQUITY		(272,923.87)
TOTAL REVENUE		1,644,644.80
TOTAL EXPENSES		<u>1,754,202.05</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		(109,557.25)
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		(<u>382,481.12</u>)
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		(162,523.99)
		=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

301-Debt Service Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
301-11-000-00	Debt Service Cash	180,998.08	
301-11-000-84	Claim on Cash Debt Service	122,907.62	
301-11-000-90	Investment Account	74,495.95	
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>504,098.51</u>
TOTAL ASSETS			504,098.51
=====			
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		1,542,434.42	
TOTAL EXPENSES		<u>1,467,888.83</u>	
TOTAL REVENUE OVER/ (UNDER) EXPENSES		74,545.59	
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.			<u>493,221.65</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			504,098.51
=====			

BALANCE SHEET

AS OF: MAY 31ST, 2025

401-Special Revenue Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
401-11-000-00	Special Revenue Cash	45,504.68	
401-11-000-84	Claim on Cash Special Revenue	<u>33,571.40</u>	
			<u>79,076.08</u>
TOTAL ASSETS			79,076.08
			=====
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		25,444.82	
TOTAL EXPENSES		<u>16,019.95</u>	
TOTAL REVENUE OVER/ (UNDER) EXPENSES		9,424.87	
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.			<u>79,076.08</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			79,076.08
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

402-TIRZ Jackson Ridge

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
402-11-000-00	TIRZ Cash	660,642.27
402-11-000-84	Claim on Cash TIRZ	(81,267.42)
		<u>579,374.85</u>
TOTAL ASSETS		579,374.85
		=====
LIABILITIES		
=====		
EQUITY		
=====		
402-31-033-06	Fund balance - TIRZ Fund	<u>800,993.31</u>
TOTAL BEGINNING EQUITY		800,993.31
TOTAL REVENUE		508,805.67
TOTAL EXPENSES		<u>730,424.13</u>
TOTAL REVENUE OVER/ (UNDER) EXPENSES		(221,618.46)
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		<u>579,374.85</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		579,374.85
		=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

403-Impact Fees

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
403-11-000-00	Impact Fees Cash	3,063,583.79	
403-11-000-84	Claim on Cash Impact Fees	(2,675,295.58)	
		<u>388,288.21</u>	
	TOTAL ASSETS		388,288.21
			=====
LIABILITIES			
=====			
403-21-010-00	Accounts Payable Pooled	<u>12,532.39</u>	
	TOTAL LIABILITIES		<u>12,532.39</u>
EQUITY			
=====			
403-31-033-20	Restricted FB- Street Impact	<u>375,334.51</u>	
	TOTAL BEGINNING EQUITY	375,334.51	
	TOTAL REVENUE	33,053.77	
	TOTAL EXPENSES	<u>32,632.46</u>	
	TOTAL REVENUE OVER/ (UNDER) EXPENSES	421.31	
	TOTAL EQUITY & REV. OVER/ (UNDER) EXP.	<u>375,755.82</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		388,288.21
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

404-Development Fees

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
404-11-000-50	Investment Acct-Park Fees	1,405,297.55	
404-11-000-60	Investment acct-Fire Station	2,713,076.82	
404-11-000-70	Investment Acct-Street Fees	2,040,971.98	
404-11-000-84	Claim on Cash Development Fees	4,701,093.56	
404-11-000-90	Investment Account	<u>341,682.18</u>	
			<u>11,202,122.09</u>
TOTAL ASSETS			11,202,122.09
			=====
LIABILITIES			
=====			
EQUITY			
=====			
404-31-033-00	Fund Balance	<u>11,163,523.06</u>	
TOTAL BEGINNING EQUITY		11,163,523.06	
TOTAL REVENUE		1,834,080.13	
TOTAL EXPENSES		<u>1,795,481.10</u>	
TOTAL REVENUE OVER/ (UNDER) EXPENSES		38,599.03	
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.			<u>11,202,122.09</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			11,202,122.09
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

405-Grant Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
405-11-000-00	Grant Fund Cash	382,372.87	
405-11-000-84	Claim on Cash Grants	787,075.21	
405-11-013-15	AR Due From State	<u>74,767.93</u>	
			<u>1,244,216.01</u>
	TOTAL ASSETS		1,244,216.01
=====			
LIABILITIES			
=====			
405-21-010-00	Account Payable Pooled	665.64	
405-21-021-60	Unearned Revenue - Grants	<u>354,759.56</u>	
	TOTAL LIABILITIES		<u>355,425.20</u>
EQUITY			
=====			
405-31-033-04	Fund Balance - Grant Fund	<u>987,716.69</u>	
	TOTAL BEGINNING EQUITY		987,716.69
	TOTAL REVENUE	115,024.78	
	TOTAL EXPENSES	<u>213,950.66</u>	
	TOTAL REVENUE OVER/ (UNDER) EXPENSES	(98,925.88)	
	TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		<u>888,790.81</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		1,244,216.01
=====			

BALANCE SHEET

AS OF: MAY 31ST, 2025

406-Holding Acct Dev Agreemts

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
406-11-000-84	Claim on Cash Holding	<u>474,875.39</u>	
			<u>474,875.39</u>
TOTAL ASSETS			474,875.39
			=====
LIABILITIES			
=====			
406-21-010-00	Accounts Payable Pooled	30,371.98	
406-23-000-00	Due to Other Funds	<u>368,290.00</u>	
TOTAL LIABILITIES			<u>398,661.98</u>
EQUITY			
=====			
406-31-033-00	Fund Balance	<u>227,158.33</u>	
TOTAL BEGINNING EQUITY		227,158.33	
TOTAL REVENUE		671,360.93	
TOTAL EXPENSES		<u>822,305.85</u>	
TOTAL REVENUE OVER/ (UNDER) EXPENSES		(150,944.92)	
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		<u>76,213.41</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			474,875.39
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

501-Capital Projects Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
501-11-000-55	Vehicle Replacement Fund	368,680.70	
501-11-000-58	Escrow Cash - AHE	245,893.80	
501-11-000-59	Cash - CO 2022 Public Safety	346,051.80	
501-11-000-60	Cash - CO 2023 Keeneland Phl	(3,672,622.51)	
501-11-000-61	Cash - CO 2024 Station 2	1,040,087.64	
501-11-000-62	ABP LLC Cash Escrow	8,409,775.41	
501-11-000-63	HPR Lennar Escrow	3,105,269.62	
501-11-000-84	Claim on Cash Capital Projects	(14,757,093.32)	
501-11-008-38	Cash - Water Bond S16	<u>167,801.43</u>	
			(<u>4,746,155.43</u>)
TOTAL ASSETS			(4,746,155.43)
=====			
LIABILITIES			
=====			
501-21-010-00	Accounts Payable Pooled	2,645,304.89	
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	(1,379,551.56)	
501-21-021-61	Unearned Revenue - HPR Lennar	2,559,815.50	
501-21-021-65	Unearned Revenue - AHE	<u>245,893.80</u>	
TOTAL LIABILITIES			<u>4,292,844.63</u>
EQUITY			
=====			
501-31-033-03	Restricted FB - Contruction	<u>14,212,754.38</u>	
TOTAL BEGINNING EQUITY		14,212,754.38	
TOTAL REVENUE		2,422,639.55	
TOTAL EXPENSES		<u>25,674,393.99</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(23,251,754.44)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			(<u>9,039,000.06</u>)
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			(4,746,155.43)
=====			

BALANCE SHEET

AS OF: MAY 31ST, 2025

701-MDD

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
701-11-000-00	MDD Cash	2,160,048.75	
701-11-000-84	Claim on Cash MDD	(165,540.36)	
701-11-000-90	Investment Account	1,676,868.92	
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>4,840,041.72</u>	
TOTAL ASSETS			4,840,041.72
			=====
LIABILITIES			
=====			
701-21-010-00	Accounts Payable Pooled	31,925.00	
701-21-021-10	Accrued Vacation	<u>1,458.00</u>	
TOTAL LIABILITIES			<u>33,383.00</u>
EQUITY			
=====			
701-31-040-10	Fund Balance - MDD	<u>3,711,760.29</u>	
TOTAL BEGINNING EQUITY			3,711,760.29
TOTAL REVENUE		1,409,999.82	
TOTAL EXPENSES		<u>315,101.39</u>	
TOTAL REVENUE OVER/ (UNDER) EXPENSES		1,094,898.43	
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		<u>4,806,658.72</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			4,840,041.72
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

801-Employee Benefit Trust

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
801-11-000-00	Employee Benefit Trust Cash	393,081.37	
801-11-000-84	Claim on Cash EBT	(65,016.42)	
		<u>328,064.95</u>	
	TOTAL ASSETS		328,064.95
			=====
LIABILITIES			
=====			
801-21-010-00	Accounts Payable Pooled	350.00	
801-21-010-13	Accounts Payable	60.00	
801-23-000-00	Due to other funds	<u>50,000.00</u>	
	TOTAL LIABILITIES	<u>50,410.00</u>	
EQUITY			
=====			
801-31-033-00	Fund Balance	(36,849.64)	
	TOTAL BEGINNING EQUITY	(36,849.64)	
	TOTAL REVENUE	1,215,295.45	
	TOTAL EXPENSES	<u>900,790.86</u>	
	TOTAL REVENUE OVER/ (UNDER) EXPENSES	314,504.59	
	TOTAL EQUITY & REV. OVER/ (UNDER) EXP.	<u>277,654.95</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		328,064.95
			=====



City Council Meeting
Staff Report
June 26, 2025

Agenda Item

Approve the request from Council member(s) identified in the Staff report as an excused absence from the May 22, 2025 Regular City Council meeting.

Staff Contact

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

Summary

Randy Jones absent from the May 22, 2025 regular meeting.

Financial Summary

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve the excused absence.



**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

Approve an Interlocal Agreement between the City of Aubrey and the Ribbonwood Municipal Utility District for Fire Protection Services; and authorize the Mayor or designee to execute necessary documents.

Staff Contact

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

Summary

Executive Summary – Interlocal Agreement for Fire Protection Services (Ribbonwood)

The City of Aubrey and Ribbonwood Municipal Utility District No. 1 have negotiated an Interlocal Agreement for the provision of fire protection and emergency medical services to the Ribbonwood development, located within Aubrey's extraterritorial jurisdiction. Pursuant to a 2022 Development Agreement, the City has agreed to provide these services until the area is annexed into the corporate limits.

Under the agreement, the City will respond to emergency calls from its staffed fire stations and provide services consistent with those offered within the city limits. In exchange, the District will remit a monthly fee of \$30 per residential unit, with provisions for future cost adjustments. The agreement has an initial five-year term and will automatically renew for successive five-year terms unless terminated.

This agreement ensures a reliable and professionally managed fire service to the developing area while preserving the City's authority and operational standards. Staff recommends approval of the Interlocal Agreement as presented.

Financial Summary

The ILA will provide consistent revenue for the services provided.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve the Interlocal Agreement.

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
FIRE PROTECTION SERVICES
FOR THE
RIBBONWOOD SUBDIVISION**

THIS INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES, ("Agreement") is made and entered into by and between the City of Aubrey, Denton County, Texas, a home rule municipality, acting by and through its governing body (hereinafter referred to as "City"), and Ribbonwood Municipal Utility District No. 1 of Denton County, a conservation and reclamation district and political subdivision of the State of Texas organized and operating pursuant to Article III, Section 52, and Article XVI, Section 59, as described in "**Exhibit A**", acting by and through its governing body (hereinafter referred to as "District"), and collectively referred to herein as the "Party" or "Parties," and is based on the terms and provisions contained herein.

WHEREAS, pursuant to the development agreement entered into between the City and the District dated June 7, 2022 (the "Development Agreement"), the District has requested, and the City has agreed, to provide all fire suppression and emergency medical services and rescue services regularly provided by the City to persons and property located within the District, for the residents of the District ("**Fire Protection Services**"); and

WHEREAS, pursuant to Article V of the Development Agreement, the Parties agreed that Owner, as defined in the Development Agreement, shall cause the District to enter into this Agreement wherein City would provide Fire Protection Services to the property within the District from and after the effective date of the Agreement until such time as the property within the District was fully annexed into the corporate limits of the City; and

WHEREAS, the City provides Fire Protection Services and operates a fire department recognized by the Texas Commission on Fire Protection of the State of Texas, and has, by the Development Agreement, been authorized to enter into this Agreement with the District providing for the use of the fire trucks and other firefighting and emergency equipment of the City for the purpose of Fire Protection Services to real and personal property and to persons located within the boundaries of the District, situated in Denton County, Texas, and in the City's extraterritorial jurisdiction; and

WHEREAS, the Parties understand and agree that their respective commitments hereunder require substantial planning and that City's commitment to provide Fire Protection Services requires significant capital investment and expenditures, including expenditures for equipment, facilities, and personnel that span multiple fiscal years of each of City, and that the nature and extent of their respective expenditures require a long-term partnership and commitment; and

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

Code, which authorizes contracts between municipalities and other political subdivisions of the State of Texas for the performance of governmental functions and services, the services provided are governmental functions, the compensation provided herein fairly compensates the City for services and functions performed, and all payments hereunder shall be made from current funds legally available to each Party.

NOW THEREFORE, the City and the District, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

I. TERM AND TERMINATION

- a. Fire Plan Election. The Parties recognize that before this Agreement becomes effective, the District must develop a fire plan, including a plan for emergency medical services (the “Fire Plan”), in accordance with Section 49.351, Texas Water Code, and the rules of the Texas Commission on Environmental Quality (the “TCEQ”), submit the Plan identifying the City as the provider of Fire Protection Services to the TCEQ for its approval, and the District must call an election and obtain voter approval of the Plan and this Agreement.
- b. Effective Date and Term.
 - (a) Effective Date. This Agreement will take effect on the first day of the month following the adoption of an order by the District canvassing the results of the election described in Article (I)(a) to approve the Plan and this Agreement. (the “Effective Date”).
 - (b) Term. The term of this Agreement shall be for a period of five (5) years from the Effective Date (“Initial Term”), and it shall be automatically renewed for successive terms of five-years (“Renewal Terms”) unless terminated pursuant to this Agreement or until such time as the Property is annexed into the corporate limits of the City of Aubrey. It is the intent of the Parties hereto to enter into a long-term agreement due to their respective capital investments in equipment and facilities, as well as expenditures for hiring, training and retaining qualified personnel to provide Fire Protection Services. Collectively, “Initial Term” and “Renewal Term” shall be referred to as “Term”.
- c. Termination and Default. Following the expiration of the Initial Term, or any subsequent Renewal Term, either Party may terminate this Agreement, with or without cause, by giving the other Party written notice of the termination at least one (1) year in advance of the expiration of the Initial Term or any Renewal Term thereafter; or, pursuant to Article 3(d) of this Agreement. However, if the District terminates this Agreement prior to the end of the Initial Term or any Renewal Term, and because the City has appropriated, budgeted and expended funds to meet its obligations under this Agreement, the District shall nevertheless be obligated to remit the monthly charge until the expiration of the Initial Term or Renewal Term.

Either Party may declare a default hereunder if either Party fails, refuses, or neglects to

comply with any of the terms of this Agreement. If a Party declares a default of this Agreement, this Agreement shall terminate after notice and an opportunity to cure as provided for herein. The Party declaring a default shall notify the other Party of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and the Party shall have thirty (30) days from the receipt of such notice to cure any default (except when curing the default requires activity over a period of time in excess of thirty (30) days after the receipt of notice, and such performance shall be diligently continued until the default is cured).

II. SERVICES

- a. Services. The City and the District each hereby agree that for and in consideration of the monies to be paid by the District, as hereinafter set forth, the City shall provide Fire Protection Services to the District and its citizens and property owners as described herein. The City has several existing fire stations (the “Fire Stations”). The City will respond to calls for Fire Protection Services from the City Fire Stations or, at the City’s sole discretion, other fire stations owned and operated by the City. The City will operate the Fire Stations, with the City staffing the Fire Stations with sufficient personnel twenty-four hours per day, seven days per week throughout each year. The City shall purchase the fire-fighting vehicles and other equipment and store such equipment at the Fire Stations so that such equipment is fully available and manned twenty-four hours per day, seven days per week throughout the year. In providing Fire Protection Services to the District, the City shall solely be responsible for the operation of the Fire Stations and all associated vehicles and equipment. The City may, within its discretion, provide Fire Protection Services from alternate fire stations or by mutual aid.
- b. Equipment. The District shall be under no obligation with respect to providing any firefighting equipment, or any other equipment incidental to the carrying out of this Agreement, and shall have no right, title or interest in and to the firefighting equipment belonging to the City, or its fire department. Whenever the City is responding to a call within the District, it shall operate under the International Fire Code and any other codes, rules and regulations in effect within the city limits of the City. Any firefighter, paramedic, emergency medical technician, fire marshal, investigator, or other personnel who respond from the District to a call which is under the control of the City’s fire department personnel shall be governed by the fire code of the City, and any such persons shall exercise no authority, control or direction over any employee, agent, representative, fireman or other emergency personnel or equipment of the City.
- c. Mutual Aid. The District understands and agrees that the City is not and shall not be required to purchase any additional equipment of any type or nature for fire or emergency purposes to provide services under this Agreement. The City may provide service under this Agreement through mutual aid and/or interlocal cooperation agreements between the City and other fire service providers.
- d. Fire Scene Control. The Fire Chief, Fire Marshal, Assistant Fire Chief, or other appropriate authorized personnel of the City shall be the sole determinant of the type and amount of

equipment and number of personnel dispatched to any fire or emergency within the District. At any time that the personnel of the City are responding to a call within the District, any personnel employed by the District shall, to the extent allowed by law, be subject to the direction and order of the highest-ranking Aubrey Fire Department personnel on scene.

- e. **INDEMNIFICATION.** In accordance with Section 791.006(a) of the Texas Government Code, the District shall be responsible for all liability related to the furnishing of any Fire Protection Services by the City pursuant to this Agreement which would otherwise be the responsibility of the District to furnish absent this Agreement, and the District shall indemnify, defend and hold harmless the City from and against all liability, claims, losses, or damages of third parties (the “Claims”) where such Claims results from or arise out of any acts or omissions of the City or its agents, employees, representatives, officers, officials, volunteers and/or paid fire department or other emergency personnel in providing services to persons and property within the District.

III. CONSIDERATION FOR SERVICES

- a. The City and the District each hereby agree that for and in consideration of the monies to be paid by the District as hereinafter set forth and throughout the term of this Agreement, the City shall provide the District and its residents and property owners such fire protection and other emergency services at the level provided within the corporate limits of the City.
- b. Monthly Charge. Residential Units in the District shall pay a flat fee of \$30.00 per month per Residential Unit. The term “Residential Unit” shall mean a single-family residential dwelling receiving water utility service. If a multi-family residential structure in the District receives water utility service, the number of Residential Units will correspond to the number of dwelling units in the structure. Any non-residential structures intended for human use or occupancy shall also be deemed a Residential Unit based on the number of water meters at the structure. Such payment shall be due on a monthly basis in the amount Mustang Special Utility District (“Mustang SUD”) reports as such Residential Units on its monthly report to the District.
- c. Initial Monthly Charge. The first payment of the monthly charge shall be due on the first day of the first calendar month following the Effective Date.
- d. Subsequent Rates. Beginning on the second (2nd) anniversary of the Effective Date of this Agreement (the “Two-Year Anniversary Date”), and on the anniversary of the Effective Date of each year thereafter, the City may increase the rate per Residential Unit (i.e., the \$30.00 per Residential Unit charge in sec. III(b)) based on either:
 - (1) Adjustments Based Upon Actual Costs. The City may increase the monthly charge per Residential Unit (i.e., the \$30.00 per Residential Unit) based on City’s actual cost of providing Fire Protection Services pursuant to this

Agreement, and City agrees to provide a written analysis of City's actual costs for providing those services to document the basis for City's requested increase. The City shall provide the District with written notice, no later than thirty (30) days prior to the Two-Year Anniversary Date, and the anniversary of the Effective Date for each subsequent year thereafter, of its intent to increase the monthly charge per Residential Unit. The District may, at its option, reject the rate increase by written notice no later than ten (10) days prior to the anniversary of the Effective Date of that year. A rejection of a rate increase shall be regarded as a notice of the Owner's or the District's intent not to renew this Agreement, and this Agreement shall terminate at the end of the then current Term.

(2) Annual CPI Adjustment. The rate per Residential Unit may be adjusted by 100% of the increase, if any, of the most recently published Consumer Price Index ("CPI"). As used herein, CPI shall mean the revised Consumer Price Index for All Urban Customers ("CPI-U") for Dallas-Fort Worth, Texas, all items published in the United States Department of Labor, Bureau of Labor Statistics 1982-84=100. In the event that the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the Parties agree to substitute another equally authoritative measure of change in purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision.

- e. Continuation of Payments. Should the District terminate this Agreement for any reason prior to the expiration of any Term of this Agreement, the District shall nevertheless be obligated to remit the then-current monthly charge until the expiration of the then-current Term.
- f. Monthly Charge Due Date. The monthly charge required herein shall be paid by the District in advance on the first (1st) day of each month in which Fire Protection Services are provided, and such charge shall be past due if not paid within thirty (30) days of the date due. All monthly payments shall be paid by the District to the City without notice or demand at the offices of the City, unless the District is notified otherwise. All or part of any monthly payment paid by the District after the thirtieth (30th) day is delinquent and shall include interest at the maximum lawful rate.
- g. Collection Costs and Payment. The District shall either: (i) contract with Mustang SUD to collect the monthly fees charged hereunder, which costs shall be deducted from the monies otherwise to be paid to the City; or (ii) directly fund the monthly fees charged hereunder through any legally available funds of the District, including but not limited to, the District's maintenance and operations tax revenue.

IV. NOTICE

Any notice required to be given under this Agreement shall be in writing and shall be duly

served when it shall have been deposited, enclosed in an envelope with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Parties at the following addresses:

If to the City:
City of Aubrey, Texas
107 S. Main Street
Aubrey, Texas 76227

With a copy to:
City Attorney
Patricia Adams
6371 Preston Road, Ste. 200
Frisco, Texas 75034

If intended for the District:
Ribbonwood Municipal Utility District No. 1 of Denton County
c/o Coats Rose, P.C.
Attn: Ms. Mindy L. Koehne
16000 North Dallas Parkway, Ste. 350
Dallas, Texas 75248

Either Party may designate a different address by giving the other Party ten (10) days' written notice.

V. MISCELLANEOUS

- a. Independent Parties. The City and the District agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees, except as expressly set forth to the contrary in this Agreement. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. The City agrees that the City, its employees, servants, agents, and representatives shall not represent themselves to be employees, servants, agents, and/or representatives of the District. The District understands and agrees that the District, its employees, servants, agents, and representatives shall not represent themselves to be employees, servants, agents, and/or representatives of the City.
- b. Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

- c. Entire Agreement; Severability. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the parties. If any provision of this Agreement is determined by a Court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the parties.
- d. Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the parties are performable in Denton County. Venue and exclusive jurisdiction for any action to enforce or construe this Agreement shall be Denton County District Court.
- e. Non-Waiver. Any failure by a party to insist upon strict performance by another party of any material provision of this Agreement shall not be deemed a waiver thereof, and the party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by written agreement, signed by the party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- f. Assignment; Third-Party Beneficiaries. This Agreement may not be assigned by either party without the other's consent, which consent shall not be unreasonably denied, withheld or conditioned. This Agreement only inures to the benefit of and may only be enforced by the parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.
- g. Force Majeure. Each party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a party is unable, due to force majeure, to perform its obligations under this Agreement, then obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the party claiming the right to suspend its performance shall give notice to all the parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the party whose performance is suspended, and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.
- h. No Waiver of Immunity. The City and the District agree that Aubrey and the District do

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

- i. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- j. Authority to Execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary orders or resolutions extending said authority have been duly passed and are now in full force and effect.

[Signatures on following page]

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

CITY OF AUBREY, TEXAS

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

APPROVED AS TO FORM

Patricia A. Adams, City Attorney

APPROVED AS TO FORM

Attorney for District

STATE OF TEXAS §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2025, by Chris Rich, Mayor of the City of Aubrey, Texas, on behalf of said City and as the act and deed of the City.

Notary Public, State of Texas

[SEAL]

**RIBBONWOOD MUNICIPAL UTILITY
DISTRICT NO. 1 OF DENTON
COUNTY**

By _____, Its

ATTEST:

District Secretary

**STATE OF TEXAS §
COUNTY OF DENTON §**

This instrument was acknowledged before me on the _____ day of _____,
2025, by _____, the _____ of Ribbonwood Municipal Utility District No. 1 of
Denton County, on behalf of said District and as the act and deed of the District.

Notary Public, State of Texas

[SEAL]

“Exhibit A”

Being a tract of land situated in the F. H. Pollard Survey, Abstract No. 995, Denton County, Texas and being part of a called 193.858 acres tract of land described in Deed to S.A. Polo Inc. as recorded in Document No. 2005-128691, Official Records, Denton County, Texas, and being more particularly described herein as follows:

BEGINNING at a 6 inch wood fence corner post with a nail on top found in the East Right-of-Way line of F.M. 2931 (a called 100' R.O.W.) for the Southwest corner of said S.A. Polo tract and the Northwest corner of a called 2,439.8661 acres tract of land described in Deed to Sandbrock Investments, Inc. as recorded in Instrument No. 2004-1916, said Official Records;

THENCE North 01 degrees 51 minutes 13 seconds East, with the West line of said S.A. Polo tract, along the East line of said F.M. 2931, a distance of 1,281.16 feet to a 5/8 inch iron rod with plastic cap stamped “PLS, INC” (typical) set for the Northwest corner of the herein described tract;

THENCE South 88 degrees 08 minutes 47 seconds East, with the North line of the herein described tract, severing said S.A. Polo tract, passing at a distance of 3,044.06 feet a 5/8 inch iron rod set in a fence line for reference, and continuing along said course for a total distance of 3,091.38 feet to a point in the centerline of a Water Haul Branch and in the recognized East line of said S.A. Polo tract for the Northeast corner of the herein described tract;

THENCE with the recognized East line of said S.A. Polo tract, along the meanders of said branch, the following fourteen (14) courses and distances:

1. South 15 degrees 33 minutes 49 seconds West, a distance of 9.78 feet to a point for corner;
2. South 20 degrees 18 minutes 15 seconds West, a distance of 119.86 feet to a point for corner;
3. South 12 degrees 39 minutes 12 seconds West, a distance of 234.81 feet to a point for corner;
4. South 00 degrees 08 minutes 16 seconds East, a distance of 158.15 feet to a point for corner;
5. South 07 degrees 30 minutes 59 seconds West, a distance of 170.19 feet to a point for corner;
6. South 05 degrees 23 minutes 05 seconds West, a distance of 176.55 feet to a point for corner;
7. South 00 degrees 47 minutes 31 seconds East, a distance of 125.47 feet to a point for corner;
8. South 03 degrees 53 minutes 06 seconds West, a distance of 111.85 feet to a point for corner;
9. South 21 degrees 36 minutes 51 seconds West, a distance of 47.99 feet to a point for corner;
10. South 17 degrees 14 minutes 35 seconds East, a distance of 71.68 feet to a point for corner;
11. South 25 degrees 41 minutes 08 seconds East, a distance of 45.77 feet to a point for corner;
12. South 50 degrees 33 minutes 32 seconds East, a distance of 40.53 feet to a point for corner;
13. South 23 degrees 15 minutes 08 seconds East, a distance of 45.43 feet to a point for corner;
14. South 18 degrees 21 minutes 21 seconds East, a distance of 10.01 feet to a point for the recognized Southeast corner of said S.A. Polo tract and a recognized Northeast corner of said Sandbrock Investments tract;

THENCE North 87 degrees 21 minutes 33 seconds West, with the South line of said S.A. Polo tract and the North line of said Sandbrock Investments tract, passing at a distance of 131.84 feet a 4 inch wood fence corner post found for reference, and continuing along said course for a total distance of 3,070.33 feet to the **POINT OF BEGINNING** and containing, within the metes and bounds herein recited, 90.000 acres of land, more or less.



**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

Approve an Interlocal Agreement between the City of Aubrey and the Ribbonwood Municipal Utility District for Police Services; and authorize the Mayor or designee to execute necessary documents.

Staff Contact

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

Summary

Executive Summary – Interlocal Agreement for Police Services (Ribbonwood)

The City of Aubrey and Ribbonwood Municipal Utility District No. 1 have developed an Interlocal Agreement for the provision of police and patrol services within the Ribbonwood subdivision, located in the City's extraterritorial jurisdiction. This agreement fulfills a requirement of the 2022 Development Agreement and outlines the City's commitment to deliver the same level of police services as provided within the city limits.

Under the agreement, the City will provide patrol, emergency response, traffic enforcement, and crime prevention services. In return, the District will pay a monthly fee of \$25 per residential unit, with options for annual adjustments based on actual cost or CPI. The agreement is structured for an initial five-year term and will renew automatically in five-year increments unless terminated.

This agreement ensures professional law enforcement coverage for the area and supports coordinated growth management. Staff recommends approval of the Interlocal Agreement as presented.

Financial Summary

This interlocal agreement will provide consistent revenue for the services provided.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve the Interlocal agreement.

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
POLICE SERVICES
FOR THE
RIBBONWOOD SUBDIVISION**

THIS INTERLOCAL COOPERATION AGREEMENT FOR POLICE SERVICES FOR THE RIBBONWOOD SUBDIVISION, (this “Agreement”) is made and entered into by and between the City of Aubrey, Denton County, Texas, a home rule municipality, acting by and through its governing body (hereinafter referred to as “City”), and Ribbonwood Municipal Utility District No. 1 of Denton County, a conservation and reclamation district and political subdivision of the State of Texas organized and operating pursuant to Article III, Section 52, and Article XVI, Section 59, as described in “**Exhibit A**”, acting by and through its governing body (hereinafter referred to as “District”), and collectively referred to herein as the “Party” or “Parties,” and is based on the terms and provisions contained herein.

WHEREAS, pursuant to the development agreement entered into between the City and Clayton Lee Boyd, Investment Trustee under the Boyd 2021 Investment Trust created under agreement dated October 26, 2021, dated June 7, 2022 (the “Development Agreement”), the District has requested, and the City has agreed, to provide all police and patrol services regularly provided by the City to persons and property located within the District, for the residents of the District; and

WHEREAS, pursuant to Article V of the Development Agreement, the Owner, as defined in the Development Agreement, shall cause the District to enter into this Agreement wherein City would provide police and patrol services to the property within the District from and after the effective date of this Agreement until such time as the property within the District was fully annexed into the corporate limits of the City; and

WHEREAS, the City operates a police department recognized by the Texas Commission on Law Enforcement of the State of Texas, and has been authorized to enter into this Agreement with the District providing for the City to provide law enforcement services that include police protection, crime prevention, and other services as described herein of the same nature that it provides within the City to real and personal property to persons located within the boundaries of the District, situated in Denton County, Texas, and in the City’s extraterritorial jurisdiction; and

WHEREAS, the Parties understand and agree that their respective commitments hereunder require substantial planning and that City’s commitment to provide the police and patrol services described herein requires significant capital investment and expenditures, including expenditures for equipment, facilities, and personnel that span multiple fiscal years of each of City and the District, and that the nature and extent of their respective expenditures require a long-term partnership and commitment; and

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

Code, which authorizes contracts between municipalities and other political subdivisions of the State of Texas for the performance of governmental functions and services, the services provided are governmental functions, the compensation provided herein fairly compensates the City for services and functions performed, and all payments hereunder shall be made from current funds legally available to each Party.

NOW THEREFORE, the City and the District, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

I. TERM AND TERMINATION

a. Effective Date and Term.

(a) Effective Date. This Agreement will take effect on _____, 2025 (the “Effective Date”).

(b) Term. The term of this Agreement shall be for a period of five (5) years from the Effective Date (“Initial Term”), and it shall be automatically renewed for successive terms of five-years (“Renewal Terms”) unless terminated pursuant to this Agreement or until such time as the Property is annexed into the corporate limits of the City of Aubrey. It is the intent of the Parties hereto to enter into a long-term agreement due to their respective capital investments in equipment and facilities, as well as expenditures for hiring, training and retaining qualified personnel to provide Police Services (as herein defined). Collectively, “Initial Term” and “Renewal Term” shall be referred to as “Term”.

b. Termination and Default. Following the expiration of the Initial Term, or any subsequent Renewal Term, either Party may terminate this Agreement, with or without cause, by giving the other Party written notice of the termination at least one (1) year in advance of the expiration of the Initial Term or any Renewal Term thereafter; or, pursuant to Article 3(d) of this Agreement. However, if the District terminates this Agreement prior to the end of the Initial Term or any Renewal Term, and because the City has appropriated, budgeted and expended funds to meet its obligations under this Agreement, the District shall nevertheless be obligated to remit the monthly charge until the expiration of the Initial Term or Renewal Term.

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

- c. Dissatisfaction with Police Services. If the District is dissatisfied in any way with the performance of the Police Services (as defined herein) provided under this Agreement, the District agrees and acknowledges its remedies are limited to filing a complaint with the Chief of Police, or upon unsatisfactory resolution by the Chief of Police, terminating this Agreement in accordance with Section I (b).
- d. Post Termination Actions. Following termination of this Agreement, the City shall properly dispose of all evidence and property seized by the City for matters occurring within the District. The City may retain any proceeds derived from any disposition of abandoned or unclaimed property or may use such property for any lawful purpose. After termination of this Agreement, should any City law enforcement official be compelled by subpoena or court order to appear and testify in connection with any case or matter arising from the City's provision of Police Services within the District, the District shall provide compensation to the City for any expenses and for the time spent by the official in response to the subpoena or order.

II. SERVICES

- a. Services. The City and the District each hereby agree that for and in consideration of the monies to be paid by the District, as hereinafter set forth, the City shall provide the District and its citizens and property owners, through its police department (the "Police Department"), the services described below (the "Police Services"):

(1) All typical and customary patrol and emergency response police services to the District including but not limited to: patrol, traffic, crime prevention, criminal investigation, special response team and all resources and equipment, as defined and quantified in the annual budget and policies adopted by the City, at the same level and to the same degree as are provided to the citizens of the City. The City's Police Department will enforce the penal provisions of the laws of the State of Texas, Denton County and penal orders and ordinances as adopted by the District, as allowed by law, in such a manner as to provide adequate police services considering factors that include but are not limited to housing densities, commercial development, geographical factors, roadway conditions, and traffic flows. The City will manage the response time, priority of calls and the service provided by the City for the District in the same manner as within the city limits of the City. The City shall not be required to take enforcement action regarding non-emergency enforcement of the District orders or ordinances relating to animal control, building codes (including but not limited to weeds/tall grass, dangerous structures, and other nuisance property conditions), or fire codes, unless specifically required under a separate agreement.

(2) Provide citizens and/or residents of the District with the same access to the City's Police Chief, officers, and employees as is provided to the City's citizens and residents in relation to law enforcement activities.

(3) Whenever the City or its Police Department is responding to a call within the District, it shall operate under the personnel policies and department regulations applicable to peace officers operating within the territorial limits of the City.

(4) The City shall maintain records of response to emergency calls, including, but not limited to date, time, location, type of call and time to respond, and results. The City agrees to provide a monthly report to the District containing the foregoing information regarding service calls arising in the District. Requests for data for a period earlier than one (1) year prior than the date the request is received shall be delivered as soon as reasonably feasible, but in no case later than thirty (30) days after the City's receipt of the request. It is understood and acknowledged that the City shall not be required to provide data and information relating to periods of time beyond the City's standard records retention period for such data and/or information if such data and/or information has been deleted or destroyed in accordance with the City's records retention policy. The District shall not request, and the City shall not provide information or data deemed confidential by law.

- b. Equipment. The District shall be under no obligation with respect to providing any Police Services equipment, or any other equipment incidental to the carrying out of this Agreement, and shall have no right, title or interest in and to the Police Services equipment belonging to the City, or its Police Department. Whenever the City is responding to a call within the District, it shall operate under any applicable codes, rules and regulations in effect within the city limits of the City. Any officer or other personnel who respond from the District to a call which is under the control of the City's Police Department personnel shall be governed by the applicable rules of the City, and any such persons shall exercise no authority, control or direction over any employee, agent, representative, officer or other emergency personnel or equipment of the City.
- c. Mutual Aid. The City shall at all times retain full control and supervision of the officers performing services under this Agreement. The District shall not direct the manner and means of the Police Department's operational conduct, nor shall the District have or exercise supervisory authority or control over law enforcement policies or procedures. At its sole discretion, the City may provide law enforcement services through its personnel or through mutual aid agreements with other law enforcement agencies.
- d. **INDEMNIFICATION**. In accordance with Section 791.006, Texas Government Code, the District agrees, to the extent allowed by law, that it shall be responsible for all civil liability related to the furnishing of any service by the City pursuant to this Agreement which would otherwise be the responsibility of the District, or within its authority, to furnish absent this ILA, and the District hereby agrees to defend, indemnify and hold harmless the City from all claims, damages and liability where such may arise from any acts or omissions by the City or its agents, employees, representatives, officers, officials, peace officers, or Police Department or other emergency personnel in providing Police Services within the District.

III. CONSIDERATION FOR SERVICES

- a. The City and the District each hereby agree that for and in consideration of the monies to be paid by the District as hereinafter set forth and throughout the term of this Agreement, the City shall provide the District and its residents and property owners such Police

Services at the level provided within the corporate limits of the City.

- b. Monthly Charge. Residential Units in the District shall pay a flat fee of \$25.00 per month per Residential Unit for Police Services. The term “Residential Unit” shall mean a single-family residential dwelling receiving water utility service. If a multi-family residential structure in the District receives water utility service, the number of Residential Units will correspond to the number of dwelling units in the structure. Any non-residential structures intended for human use or occupancy shall also be deemed a Residential Unit based on the number of water meters at the structure. Such payment shall be due on a monthly basis in the amount Mustang Special Utility District (“Mustang SUD”) reports as such Residential Units on its monthly report to the District.
- c. Initial Monthly Charge. The first payment of the monthly charge shall be due on the first day of the first calendar month following the Effective Date.
- d. Subsequent Rates. Beginning on the second (2nd) anniversary of the Effective Date of this Agreement (the “Two-Year Anniversary Date”), and on the anniversary of the Effective Date of each year thereafter, the City may increase the rate per Residential Unit (i.e., the \$25.00 per Residential Unit charge in sec. III(b)) based on either:
 - (1) Adjustments Based Upon Actual Costs. The City may increase the monthly charge per Residential Unit (i.e., the \$25.00 per Residential Unit) based on City’s actual cost of providing Police Services pursuant to this Agreement, and City agrees to provide a written analysis of City’s actual costs for providing those services to document the basis for City’s requested increase. The City shall provide the District with written notice, no later than thirty (30) days prior to the Two-Year Anniversary Date, and the anniversary of the Effective Date for each subsequent year thereafter, of its intent to increase the monthly charge per Residential Unit. The District may, at its option, reject the rate increase by written notice no later than ten (10) days prior to the anniversary of the Effective Date of that year. A rejection of a rate increase shall be regarded as a notice of the Owner’s or the District’s intent not to renew this Agreement, and this Agreement shall terminate at the end of the then current Term.
 - (2) Annual CPI Adjustment. The rate per Residential Unit may be adjusted by 100% of the increase, if any, of the most recently published Consumer Price Index (“CPI”). As used herein, CPI shall mean the revised Consumer Price Index for All Urban Customers (“CPI-U”) for Dallas-Fort Worth, Texas, all items published in the United States Department of Labor, Bureau of Labor Statistics 1982-84=100. In the event that the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the Parties agree to substitute another equally authoritative measure of change in purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision.
- e. Continuation of Payments. Should the District terminate this Agreement for any reason

prior to the expiration of any Term of this Agreement, the District shall nevertheless be obligated to remit the then-current monthly charge until the expiration of the then-current Term.

- f. Monthly Charge Due Date. The monthly charge required herein shall be paid by the District in advance on the first (1st) day of each month in which Police Services are provided, and such charge shall be past due if not paid within thirty (30) days of the date due. All monthly payments shall be paid by the District to the City without notice or demand at the offices of the City unless the District is notified otherwise. All or part of any monthly payment paid by the District after the thirtieth (30th) day is delinquent and shall include interest at the maximum lawful rate.
- g. Collection Costs and Payment. The District shall either: (i) contract with Mustang SUD to collect the monthly fees charged hereunder, which costs shall be deducted from the monies otherwise to be paid to the City; or (ii) directly fund the monthly fees charged hereunder through any legally available funds of the District, including but not limited to, the District's maintenance and operations tax revenue.

IV. NOTICE

Any notice required to be given under this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in an envelope with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Parties at the following addresses:

If to the City:
City of Aubrey, Texas
107 S. Main Street
Aubrey, Texas 76227

With a copy to:
City Attorney
Patricia Adams
6371 Preston Road, Ste. 200
Frisco, Texas 75034

If intended for the District:
Ribbonwood Municipal Utility District No. 1 of Denton County
c/o Coats Rose, P.C.
Attn: Ms. Mindy L. Koehne
16000 North Dallas Parkway, Ste. 350
Dallas, Texas 75248

Either Party may designate a different address by giving the other Party ten (10) days' written notice.

V. MISCELLANEOUS

- a. Independent Parties. The City and the District agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees, except as expressly set forth to the contrary in this Agreement. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. The City agrees that the City, its employees, servants, agents, and representatives shall not represent themselves to be employees, servants, agents, and/or representatives of the District. The District understands and agrees that the District, its employees, servants, agents, and representatives shall not represent themselves to be employees, servants, agents, and/or representatives of the City.
- b. Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.
- c. Entire Agreement; Severability. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the parties. If any provision of this Agreement is determined by a Court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the parties.
- d. Applicable Law; Venue. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the parties are performable in Denton County. Venue and exclusive jurisdiction for any action to enforce or construe this Agreement shall be Denton County District Court.
- e. Non-Waiver. Any failure by a party to insist upon strict performance by another party of any material provision of this Agreement shall not be deemed a waiver thereof, and the party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by written agreement, signed by the party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

- f. Assignment; Third-Party Beneficiaries. This Agreement may not be assigned by either party without the other's consent, which consent shall not be unreasonably denied, withheld or conditioned. This Agreement only inures to the benefit of and may only be enforced by the parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.
- g. Force Majeure. Each party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a party is unable, due to force majeure, to perform its obligations under this Agreement, then obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the party claiming the right to suspend its performance shall give notice to all the parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the party whose performance is suspended, and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.
- h. No Waiver of Immunity. The City and the District agree that Aubrey and the District do not waive any sovereign or governmental immunity available to either the City or the District under Texas law and do not waive any available defenses under Texas law. Nothing in this Agreement shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the District nor Aubrey waives any immunity or defense that would otherwise be available to it against claims by third parties.
- i. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- j. Authority to Execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary orders or resolutions extending said authority have been duly passed and are now in full force and effect.

[Signatures on following page]

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

CITY OF AUBREY, TEXAS

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

APPROVED AS TO FORM

Patricia A. Adams, City Attorney

STATE OF TEXAS §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2025, by Chris Rich, Mayor of the City of Aubrey, Texas, on behalf of said City and as the act and deed of the City.

Notary Public, State of Texas

[SEAL]

**RIBBONWOOD MUNICIPAL UTILITY
DISTRICT NO. 1 OF DENTON
COUNTY**

By _____, Its _____

ATTEST:

District Secretary

APPROVED AS TO FORM

Attorney for District

APPROVED AS TO FORM

Attorney for District

**STATE OF TEXAS §
COUNTY OF DENTON §**

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____, the _____ of Ribbonwood Municipal Utility District No. 1 of Denton County, on behalf of said District and as the act and deed of the District.

Notary Public, State of Texas

[SEAL]

“Exhibit A”

Being a tract of land situated in the F. H. Pollard Survey, Abstract No. 995, Denton County, Texas and being part of a called 193.858 acres tract of land described in Deed to S.A. Polo Inc. as recorded in Document No. 2005-128691, Official Records, Denton County, Texas, and being more particularly described herein as follows:

BEGINNING at a 6 inch wood fence corner post with a nail on top found in the East Right-of-Way line of F.M. 2931 (a called 100' R.O.W.) for the Southwest corner of said S.A. Polo tract and the Northwest corner of a called 2,439.8661 acres tract of land described in Deed to Sandbrock Investments, Inc. as recorded in Instrument No. 2004-1916, said Official Records;

THENCE North 01 degrees 51 minutes 13 seconds East, with the West line of said S.A. Polo tract, along the East line of said F.M. 2931, a distance of 1,281.16 feet to a 5/8 inch iron rod with plastic cap stamped “PLS, INC” (typical) set for the Northwest corner of the herein described tract;

THENCE South 88 degrees 08 minutes 47 seconds East, with the North line of the herein described tract, severing said S.A. Polo tract, passing at a distance of 3,044.06 feet a 5/8 inch iron rod set in a fence line for reference, and continuing along said course for a total distance of 3,091.38 feet to a point in the centerline of a Water Haul Branch and in the recognized East line of said S.A. Polo tract for the Northeast corner of the herein described tract;

THENCE with the recognized East line of said S.A. Polo tract, along the meanders of said branch, the following fourteen (14) courses and distances:

1. South 15 degrees 33 minutes 49 seconds West, a distance of 9.78 feet to a point for corner;
2. South 20 degrees 18 minutes 15 seconds West, a distance of 119.86 feet to a point for corner;
3. South 12 degrees 39 minutes 12 seconds West, a distance of 234.81 feet to a point for corner;
4. South 00 degrees 08 minutes 16 seconds East, a distance of 158.15 feet to a point for corner;
5. South 07 degrees 30 minutes 59 seconds West, a distance of 170.19 feet to a point for corner;
6. South 05 degrees 23 minutes 05 seconds West, a distance of 176.55 feet to a point for corner;
7. South 00 degrees 47 minutes 31 seconds East, a distance of 125.47 feet to a point for corner;
8. South 03 degrees 53 minutes 06 seconds West, a distance of 111.85 feet to a point for corner;
9. South 21 degrees 36 minutes 51 seconds West, a distance of 47.99 feet to a point for corner;
10. South 17 degrees 14 minutes 35 seconds East, a distance of 71.68 feet to a point for corner;
11. South 25 degrees 41 minutes 08 seconds East, a distance of 45.77 feet to a point for corner;
12. South 50 degrees 33 minutes 32 seconds East, a distance of 40.53 feet to a point for corner;
13. South 23 degrees 15 minutes 08 seconds East, a distance of 45.43 feet to a point for corner;
14. South 18 degrees 21 minutes 21 seconds East, a distance of 10.01 feet to a point for the recognized Southeast corner of said S.A. Polo tract and a recognized Northeast corner of said Sandbrock Investments tract;

THENCE North 87 degrees 21 minutes 33 seconds West, with the South line of said S.A. Polo tract and the North line of said Sandbrock Investments tract, passing at a distance of 131.84 feet a 4 inch wood fence corner post found for reference, and continuing along said course for a total distance of 3,070.33 feet to the **POINT OF BEGINNING** and containing, within the metes and bounds herein recited, 90.000 acres of land, more or less.



**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

Approval of the engagement of Whitley Penn, LLP as the City's independent auditing firm and authorize the Mayor or his designee to sign the fiscal year 2025 audit engagement letter.

Staff Contact

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

Summary

Executive Summary – FY 2025 Audit Engagement with Whitley Penn, LLP

Whitley Penn, LLP will conduct the City of Aubrey's annual audit for the fiscal year ending September 30, 2025. The scope of the audit includes an examination of the City's financial statements in accordance with Generally Accepted Auditing Standards (GAAS), Government Auditing Standards, and the Uniform Guidance for federal awards.

Key components of the engagement include:

- Evaluation of accounting practices, internal controls, and financial disclosures.
- Issuance of audit opinions on the City's financial statements and major federal programs.
- Compliance testing related to federal grants and regulatory requirements.
- A management letter detailing any significant audit findings, internal control deficiencies, or recommended improvements.

The audit also includes preparation of required supplemental reports and data submissions. Nonattest services such as assistance with financial statement preparation, SEFA schedules, and the data collection form are also included, with the City retaining full responsibility for oversight.

Fee Structure:

- Audit of Financial Statements: \$65,000
- Single Audit (if required): \$5,000
- Additional charges may apply for electronic confirmations, late PBC submissions, or schedule changes.

Fieldwork is scheduled for late 2025 with reports to be issued by March 2026. Staff recommends acknowledgment of the engagement letter and continuation of services with Whitley Penn, LLP.

Financial Summary

The estimated fee for the fiscal year 2025 audit is \$65,000 - this is unchanged from the fiscal year 2024 audit. The fee for the audit of major federal award programs, if any, will be \$5,000.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve the Engagement of Whitley Penn for the FY 2025 Audit

May 19, 2025

To the Honorable Mayor, Members of
City Council and City Manager

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of City of Aubrey, Texas (the "City"), as of September 30, 2025, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. In addition, we will audit the City's compliance over major federal award programs, if applicable, for the year ended September 30, 2025.

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis;
- Budgetary Comparison Information – General Fund;
- Pension Information; and
- Other Post-employment Benefit Information

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements and schedules; and
- Schedule of Expenditures of Federal Awards, if applicable

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section
- Statistical Section

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Auditor Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
- For maintaining records that adequately identify the source and application of funds for federally funded activities;
- For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- For the design, implementation, and maintenance of internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
- For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
- For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award
- For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
- For taking prompt action when instances of noncompliance are identified;
- For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- For submitting the reporting package and data collection form to the appropriate parties;
- For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
- To provide us with:

- a) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b) Additional information that we may request from management for the purpose of the audit; and
 - c) Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
- For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
 - For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
 - For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
 - For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
 - For the accuracy and completeness of all information provided;
 - For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
 - For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information (including the schedule of expenditures of federal awards) referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria such as the Uniform Guidance, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

Nonattest services will include assistance with the preparation of financial statements, including government-wide journal entries and note disclosures, assistance with the preparation of the schedule of expenditures of federal award (SEFA), if applicable, and related notes, and assistance with the preparation of the data collection form and its submission to the Federal Audit Clearinghouse, if applicable. We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. We will perform the services in accordance with applicable professional standards, including *Government Auditing Standards*.

Our responsibilities and limitations of the nonattest services are described below:

The nonattest services are limited to the services we described above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the City regarding these nonattest services, but the City must make all decisions with regard to those matters.

Fees and Timing

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	December 2025
Mail Confirmations	October 2025
Perform year-end audit procedures	December 2025/January 2026
Issue audit reports	February/March 2026

We anticipate meeting these deadlines barring any delays.

Roger Tovar, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Whitley Penn, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for the audit services will be based on the amount of time required and the difficulty of the work involved which we estimate to be \$65,000 for the audit of the financial statements and report preparation and \$5,000 for the audit of major federal award programs. Additionally, the City will be billed for expenses related to electronic confirmations. The fee estimate for the audit is based on anticipated cooperation from the City's personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation and payment is due in Tarrant County. You agree to pay reasonable attorney fees and collection costs incurred relating to collection of fees for services performed under the terms of this engagement. In accordance with Whitley Penn, LLP policy, work may be suspended if your account becomes 30 days or more past due and will not resume until your account is paid in full. In addition, invoices not paid in full by the last day of the month will be assessed interest at a rate of one percent per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Our final auditors' report will be released upon final payment of any outstanding invoices.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We would like to make the following comments regarding the fee estimates:

1. Our fee estimates have not considered the effects of any changes to auditing standards and accounting principles, which may be promulgated by the AICPA, Congress, or any other regulatory body in the future and are unknown to us at this time. If significant additional time is necessary resulting in increased fees, we will endeavor to notify you of any such circumstances as they are assessed.
2. Our fee estimates are based on the assumption that we will be able to obtain internal control reports from the City's payroll service provider (where necessary), more commonly referred to as a SOC 1 Report and that we will be able to place reliance on these reports for internal control purposes in conjunction with the internal controls present in the administration of the City. Any weaknesses noted in the internal control may affect the nature, timing, and extent of our procedures and accordingly our fees will be adjusted to reflect such changes.
3. The City's personnel are responsible for the preparation of all items requested in the Prepared by Client ("PBC") listing and received by the date requested. Any delays caused by not preparing the items when requested may result in additional fees, as well as the possibility of postponing our fieldwork. The PBC listing will be provided to you during the planning process of the engagement.
4. Time incurred for audit adjustments identified during our audit and the related additional testing required has not been considered in our fee estimates. Prior to performing any additional testing, we will notify you of the exceptions and obtain approval for any additional fees which may be incurred.
5. Our fee estimates are based on all general ledger sub ledgers being reconciled to the general ledger balance and any adjustment necessary should be recorded to the general ledger prior to our fieldwork start date.

The scheduling of our professional staff requires complex models to balance the needs of our clients and the utilization of our people. Last minute client requested scheduling changes result in costly downtime due to our inability to make alternate arrangements for our professional staff. If after scheduling our work, you do not provide proper notice, which we consider to be one week, of your inability to meet the agreed-upon date(s) for any reason, or do not provide us with sufficient information required to complete the work in a timely manner, additional billings will be rendered for any downtime of our professional staff.

The ethics of our profession prohibit the rendering of professional services where the fee for such services is contingent, or has the appearance of being contingent, upon the results of such services. Accordingly, it is important that our bills be paid promptly when received. If a situation arises in which it may appear that our independence would be questioned because of significant unpaid bills, we may be prohibited from issuing our auditors' report.

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, the City and Whitley Penn, LLP agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to our services and fees for this engagement. Any controversy, dispute, or questions arising out of or in connection with this agreement or our engagement shall be determined by arbitration conducted in accordance with the rules of the American Arbitration Association, and any decision rendered by the American Arbitration Association shall be binding on both parties to this agreement. The costs of any arbitration shall be borne equally by the parties. Any and all claims in arbitration relating to or arising out of this contract/agreement shall be governed by the laws of Texas and to the extent any issue regarding the arbitration is submitted to a court, including the appointment of arbitrators or confirmation of an award, the District courts in Tarrant County shall have exclusive jurisdiction. Any action arising out of this agreement or the services provided shall be initiated within two years of the service provided.

This letter replaces and supersedes any previous proposals, correspondence and understanding, whether written or oral. The agreements contained in this engagement letter shall survive the completion or termination of this engagement. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

To ensure that Whitley Penn, LLP's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

In the course of our services, our firm may transmit confidential information that you provided us to third parties in order to facilitate our services. As applicable, we require confidentiality agreements with all our service providers to maintain the confidentiality of your information and additionally the firm will take reasonable precautions to determine that our service providers have the appropriate procedures in place to prevent the unauthorized release of confidential information to others.

We will remain ultimately responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

In the event we are required by government regulation, required by subpoena or other legal process to produce information or our personnel for interviews or depositions in relation to a matter involving the City, the City will, so long as we are not a party or the focus of the proceeding or inquiry in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Whitley Penn, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to your pass-through regulatory entity and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision Whitley Penn, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

The City may wish to include our report on these financial statements in an exempt offering document. The City agrees that the aforementioned auditor's report, or reference to our Firm, will not be included in such offering document without prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement letter. For exempt offerings for which we are not involved, you will clearly indicate that we were not involved with the contents of such offering document and a disclosure as shown below will be included in the exempt offering:

"Whitley Penn, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Whitley Penn also has not performed any procedures relating to this offering document."

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least 7 years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Honorable Mayor and Members of City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

A handwritten signature in black ink that reads "Whitley Penn LLP". The signature is written in a cursive, flowing style.

Fort Worth, Texas

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of City of Aubrey, Texas by:

Name: _____

Title: _____

Date: _____



CliftonLarsonAllen LLP
CLAconnect.com

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

September 13, 2024

To the Partners of Whitley Penn LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Whitley Penn LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2024. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and an examination of service organizations (SOC 2® engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Whitley Penn LLP, applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2024, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Whitley Penn LLP has received a peer review rating of *pass*.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP



**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

Approve an Interlocal Cooperation Agreement with Denton County for Shared Governance Communications & Dispatch Service System agreement, authorizing the Mayor, the City Manager, the Fire Chief and the Chief of Police to execute the same on behalf of the City of Aubrey.

Staff Contact

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

Summary

- **Executive Summary – Interlocal Agreement for Shared Communications & Dispatch Services (FY 2025–26)**

The City of Aubrey Fire and Police Departments are entering into a renewed Interlocal Agreement with Denton County for shared communications and 911 dispatch services for fiscal year 2025–2026. This partnership allows Aubrey FD and PD to utilize the Denton County Sheriff's Office Communications Center as the primary public safety answering point and dispatch provider.

The agreement supports:

- **24/7 emergency dispatch services** including call intake, response coordination, officer support, and access to law enforcement databases.
 - **Participation in a Shared Governance Advisory Board**, with representation by Aubrey's Fire and Police Chiefs.
 - **Cost-sharing** based on workload metrics including Calls for Service (CFS) and Officer Initiated Activity (OIA), resulting in a total fee of **\$140,855.24** (\$51,416.11 for FD and \$89,439.13 for PD).
 - **Compliance with all state and national data protocols** (e.g., TLETS/NCIC) and cooperation under a Non-Twenty-Four Hour Terminal Agency Agreement.
- This agreement ensures professional, centralized communications support while maximizing efficiency and interoperability across the region. Staff recommends approval of the agreement and selection of a payment option as outlined in Exhibit A.
-

Financial Summary

Decrease in cost is due to a reduction in radio use by the City of Aubrey.

Staff Recommended Action

Approve

Staff Recommended Motion

"I move to authorize the Mayor, City Manager, Fire Chief and Chief of Police to execute this Interlocal Cooperation Agreement for Shared Governance Communications & Dispatch Services System."

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: City of Aubrey Fire & Police Departments

hereinafter referred to as "Agency".

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

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

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

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

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one-year period beginning **October 1, 2025** and ending on **September 30, 2026**.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount on ***Exhibit "A"***.
- 5.2. The Agency shall complete ***Exhibit "A"***, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire

protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
 - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
 - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
 - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See ***Exhibit "B"***.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in ***Exhibit "A"*** to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. **AGENCY LIABILITY.** The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. **COUNTY LIABILITY.** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Agency Payment Worksheet
Exhibit B	TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT

15. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76208
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

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

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

AGENCY

Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76208
(940)349-2820

Chris Rich, Mayor
City of Aubrey
107 S. Main St.
Aubrey, TX 76227
940-440-9343
citysecretary@aubreytx.gov

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to content:

Denton County Sheriff's Office

Eric Schlotter, Fire Chief

Richard Brooks, Police Chief

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Patricia Adams, Attorney for Agency

Exhibit A

2025-26 Budget Year
Denton County Sheriff's Office
911 Dispatch Agreement
Agency Payment Worksheet / Invoice

Agency: City of Aubrey Fire & Police Departments
Chief Schlotter, Chief Brooks
Payment Contact Person(s): and/or The City Manager /
Finance Director
Phone Number: 940-440-9343 x112
Email: eschlotter@aubreytx.gov
rbrooks@aubreytx.gov
jhicks@aubreytx.gov
Address: 107 S. Main Street
City, State, Zip: Aubrey, TX 76227

	\$	51,416.11	FD
	\$	89,439.13	PD
AGENCY TOTAL AMOUNT DUE	\$	140,855.24	

THIS INVOICE/WORKSHEET SHOULD BE INCLUDED WITH YOUR PAYMENT.

Makes checks payable to: Denton County

911 Dispatch Agreement Payments
Denton County Sheriff's Office
Mail Payments to: Attn: Sherry Cochran
127 N. Woodrow Lane
Denton, Texas 76205

Payment Plan Options

1 One Annual Payment (100%) ☐

2 Two Payments (50%) ☐

3 Four Payments (25%) ☐

4 Twelve Monthly Payments ☐

Agency MUST select one payment option

Exhibit B

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) **NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2025-2026**

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF'S OFFICE
Non Twenty-Four Hour Terminal Agency	Aubrey Police Department

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

Signature: _____

By: **Tracy Murphree**

Title: **Denton County Sheriff**

Date: _____

Signature: _____

By: **Charles Kreidler**

Title: **City Manager**

Date: _____

From: [Heather Walker](#)
To: [Eric Schlotter](#); [Richard Brooks](#); [Jenny Hicks](#)
Subject: FY2025-26
Date: Monday, April 28, 2025 11:02:18 AM
Attachments: [Aubrey FD & PD 911 Dispatch Contract FY25-26.pdf](#)
[2025-26 Aubrey FD & PD Consolidated Radio Communications Contract with Exhibit.pdf](#)

Good morning!

Attached are the FY2025-26 Communications Agreement (aka 911 Dispatch Agreement) and the Consolidated Radio Communication contract between your agency and the Denton County Sheriff's Office. Please present both these agreements to your governing board for approval and execution.

The following items ***must*** be completed on the contracts in order to fully execute on your end:

911 Dispatch Agreement:

- Signature Line(s) located on page 6; and
- Selection of Payment Option located on Exhibit A; and
- Signature by Chief of Police on Exhibit B

Consolidated Radio Communication Contract:

- Signature Line(s) located on page 9; and
- Selection of Tier Option (*IF applicable*) and Signature of Agency Representative on Exhibit A

After completion and execution, please ***DO NOT*** send them directly to the County Judge as they must be executed by both the Sheriff and the Counsel to the Sheriff *prior* to submitting them on the Commissioners Court agenda for approval. Instead, **please scan and return them both to me via email** at heather.walker@dentoncounty.gov, or alternatively, you can print and execute ***one*** original and return it to the Denton County Sheriff's Office, Counsel to the Sheriff / Legal Dept., 127 N. Woodrow Ln., Denton, TX 76205.

Please have both of the attached agreements signed and returned back to us ***no later than Wednesday, June 18th*** in order for them to be placed on a Commissioners Court agenda for approval and full execution. Once they have been approved and fully executed, Commissioners Court will email me a copy which I will forward on to you for your records.

PLEASE NOTE:

If you should have any questions or concerns regarding the amount(s) provided within the 911 Dispatch agreement, please contact Robin Thomas, the DCSO Communications Manager, directly at 940-349-1644 or via email at Robin.Thomas@dentoncounty.gov.

If you should have any questions or concerns regarding the radio subscriber count provided within the Consolidated Radio Communication contract, please contact Lt. Billy Wills, the DCSO Radio Systems Manager, directly at 940-349-1615 or via email at Billy.Willis@dentoncounty.gov.

Thank you for your prompt attention to this matter.

Heather Walker

Senior Paralegal
Counsel to the Sheriff
Denton County Criminal District Attorney's Office
127 N. Woodrow Lane
Denton, Texas 76205
Office: (940) 349-2390
Fax: (940) 349-5731

CONFIDENTIALITY NOTICE: This electronic transmission and any documents or other writings sent with it may contain information that is confidential, proprietary and/or privileged. It is intended for the sole use of the intended recipient. If you have received this communication in error, please promptly notify the sender at the Denton County Criminal District Attorney's Office by reply email and destroy the original message. Any inadvertent disclosure does not constitute a waiver of the attorney-client privilege or any other privilege. Any disclosure, copying, distribution or the taking of any action concerning the contents of this communication or any attachment(s) by anyone other than the intended recipient is strictly prohibited.



**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

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

Staff Contact

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

Summary

- **Executive Summary – Consolidated Radio Communications System Agreement (FY 2025–26)**

The City of Aubrey Fire and Police Departments are seeking approval to renew the Consolidated Radio Communications System Agreement with Denton County for FY 2025–26. This agreement supports the City's use of Denton County's public safety radio infrastructure for mission-critical communications.

Under the agreement, Denton County will:

- Maintain and operate the regional radio system infrastructure.
 - Provide exclusive radio Talk Groups for Aubrey FD and PD.
 - Support subscriber programming and preventative maintenance under Tier 3 service level.
 - Coordinate Talk Group management, interoperability, and radio access across user agencies.
- The City agrees to:
 - Pay an annual service fee of **\$9,504.00**, based on 122 (66 in each Department) subscriber radios at \$6/month per radio.
 - Maintain its own radio equipment and notify the County of subscriber changes.
 - Abide by all applicable communication regulations and participate in system governance when required.
 - The agreement allows either party to terminate with 90 days' notice and contains provisions to protect both parties' immunities and liabilities as allowed by Texas law.

This renewal ensures that Aubrey's first responders maintain access to a reliable and interoperable communication system for effective regional coordination. Staff recommends approval of the agreement and payment of the associated fees.

Financial Summary

Annual agreement that is budgeted by each Department.

Staff Recommended Action

Approve

Staff Recommended Motion

"I move to authorize the Mayor, the Fire Chief and the Chief of Police to execute this Interlocal Cooperation Agreement for use of the Denton County Radio System."

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

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

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

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

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

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

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

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

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

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

I.

DEFINITIONS

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

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

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

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

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

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

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

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

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October, 2025, and ending on the 30th day of September, 2026. unless terminated earlier pursuant to Section 7.1.

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

III.

OBLIGATIONS OF CITY OF AUBREY FIRE & POLICE DEPARTMENTS

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

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

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

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

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

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

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

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

IV.

OBLIGATIONS OF THE COUNTY

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

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

4.3 The County is solely responsible for:

- (1) Coordinating Talk Groups among System Users;
- (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the City; and
- (3) The operation, maintenance, and control of the System

V.

FEES

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

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

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

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

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

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

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

VI.

PAYMENT DUE

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

VII.

TERMINATION

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

VIII.

RELEASE AND HOLD HARMLESS

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

IX.

IMMUNITY

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

X.

ASSIGNMENT

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

XI.

ENTIRE AGREEMENT

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

XII.

NOTICES

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

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

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

XIII.

AUTHORITY TO SIGN

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

XIV.

SEVERABILITY

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

XV.

VENUE

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

XVI.

INTERPRETATION OF AGREEMENT

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

XVII.

REMEDIES

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

XVIII.

SUCCESSORS AND ASSIGNS

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

EXECUTED duplicate originals on the dates indicated below:

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

BY:

Chris Rich, Mayor
City of Aubrey
107 S. Main St.
Aubrey, TX 76227
940-440-9343
crich@aubreytx.gov

Date: _____

Approved as to content:

Eric Schlotter, Fire Chief

Richard Brooks, Police Chief

Approved as to form:

Attorney for Agency

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

BY:

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

Date: _____

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit A

**Denton County Sheriff's Office
Consolidated Radio Communications System Agreement
FY25-26 Agency Payment Invoice**

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

Agency should include a copy of this invoice with payment

Make checks payable to:	Denton County
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Mail Payments to:	Consolidated Radio Communications Systems Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205
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<u>Tier 3</u>
Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$6 each per month

Department / Radio Number / Cost		
Police 66	\$	4,752.00
Fire 66	\$	4,752.00
Total Amount Due for FY25-26 =	\$	9,504.00

Please sign and date below.

Signature of Agency Representative

Title

Date

From: [Heather Walker](#)
To: [Eric Schlotter](#); [Richard Brooks](#); [Jenny Hicks](#)
Subject: FY2025-26
Date: Monday, April 28, 2025 11:02:18 AM
Attachments: [Aubrey FD & PD 911 Dispatch Contract FY25-26.pdf](#)
[2025-26 Aubrey FD & PD Consolidated Radio Communications Contract with Exhibit.pdf](#)

Good morning!

Attached are the FY2025-26 Communications Agreement (aka 911 Dispatch Agreement) and the Consolidated Radio Communication contract between your agency and the Denton County Sheriff's Office. Please present both these agreements to your governing board for approval and execution.

The following items ***must*** be completed on the contracts in order to fully execute on your end:

911 Dispatch Agreement:

- Signature Line(s) located on page 6; and
- Selection of Payment Option located on Exhibit A; and
- Signature by Chief of Police on Exhibit B

Consolidated Radio Communication Contract:

- Signature Line(s) located on page 9; and
- Selection of Tier Option (*IF applicable*) and Signature of Agency Representative on Exhibit A

After completion and execution, please ***DO NOT*** send them directly to the County Judge as they must be executed by both the Sheriff and the Counsel to the Sheriff *prior* to submitting them on the Commissioners Court agenda for approval. Instead, **please scan and return them both to me via email** at heather.walker@dentoncounty.gov, or alternatively, you can print and execute ***one*** original and return it to the Denton County Sheriff's Office, Counsel to the Sheriff / Legal Dept., 127 N. Woodrow Ln., Denton, TX 76205.

Please have both of the attached agreements signed and returned back to us ***no later than Wednesday, June 18th*** in order for them to be placed on a Commissioners Court agenda for approval and full execution. Once they have been approved and fully executed, Commissioners Court will email me a copy which I will forward on to you for your records.

PLEASE NOTE:

If you should have any questions or concerns regarding the amount(s) provided within the 911 Dispatch agreement, please contact Robin Thomas, the DCSO Communications Manager, directly at 940-349-1644 or via email at Robin.Thomas@dentoncounty.gov.

If you should have any questions or concerns regarding the radio subscriber count provided within the Consolidated Radio Communication contract, please contact Lt. Billy Wills, the DCSO Radio Systems Manager, directly at 940-349-1615 or via email at Billy.Willis@dentoncounty.gov.

Thank you for your prompt attention to this matter.

Heather Walker

Senior Paralegal
Counsel to the Sheriff
Denton County Criminal District Attorney's Office
127 N. Woodrow Lane
Denton, Texas 76205
Office: (940) 349-2390
Fax: (940) 349-5731

CONFIDENTIALITY NOTICE: This electronic transmission and any documents or other writings sent with it may contain information that is confidential, proprietary and/or privileged. It is intended for the sole use of the intended recipient. If you have received this communication in error, please promptly notify the sender at the Denton County Criminal District Attorney's Office by reply email and destroy the original message. Any inadvertent disclosure does not constitute a waiver of the attorney-client privilege or any other privilege. Any disclosure, copying, distribution or the taking of any action concerning the contents of this communication or any attachment(s) by anyone other than the intended recipient is strictly prohibited.



**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

Approve a Resolution for reimbursement expressing intent to reimburse certain expenditures from the proceeds of future bonds in the amount of \$3,020,000.00.

Staff Contact

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

Summary

Executive Summary – Resolution No. 1009-25: Intent to Reimburse Certain Expenditures

Resolution No. 1009-25 expresses the City of Aubrey's official intent to reimburse itself for prior and future expenditures related to critical infrastructure and public safety projects. The resolution complies with federal reimbursement regulations (Treasury Regulation §1.150-2) and allows the City to recover eligible costs from future bond proceeds.

The City anticipates issuing obligations in an amount not to exceed **\$3,020,000** to reimburse the following expenditures:

- **\$520,000** for design, engineering, and improvements to water and wastewater facilities, including land acquisition.
- **\$2,000,000** for public safety facility design, construction, and improvements (fire and police).
- **\$500,000** for the acquisition of public safety vehicles and equipment.

This resolution ensures the City maintains financial flexibility by preserving its ability to reimburse itself with bond proceeds for eligible capital expenditures made on or after 60 days prior to adoption. Staff recommends approval of Resolution No. 1009-25.

Financial Summary

Staff estimates \$3,020,000 will be reimbursed from proceeds of 2025 Certificate of Obligation.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve the reimbursement resolution.

RESOLUTION NO 1009-25
RESOLUTION EXPRESSING INTENT TO
REIMBURSE CERTAIN EXPENDITURES

WHEREAS, the City of Aubrey, Texas (the “City”) is a political subdivision of the State of Texas authorized to finance its activities by issuing obligations; and

WHEREAS, the Issuer will make, or has made not more than 60 days prior to the date hereof, payments with respect to the design, engineering, acquisition, construction, reconstruction or renovation of the projects listed on Exhibit A attached hereto (the “Financed Project”); and

WHEREAS, the City has concluded that it does not currently desire to issue obligations to finance the costs associated with the Financed Project; and

WHEREAS, the City desires to reimburse itself for the costs associated with the Financed Project from the proceeds of obligations to be issued subsequent to the date hereof; and

WHEREAS, the City reasonably expects to issue obligations to reimburse itself for the costs associated with the Financed Project;

WHEREAS, in certain circumstances, federal and/or state law requires that the Issuer express its official intent to issue obligations to reimburse itself for expenditures paid prior to the issuance of such obligations in order for such expenditures to be eligible for reimbursement from proceeds of such obligations; and

WHEREAS, Section 1.150-2(d)(2) of the Treasury Regulations sets forth limitations regarding the timing of reimbursements made from the proceeds of certain obligations.

WHEREAS, all constitutional and statutory prerequisites for the approval of this resolution have been met, including but not limited to the Open Meetings Act; and

WHEREAS, the City Council deems the adoption of this resolution to be in the best interest of the health, safety, and welfare of the public

NOW, THEREFORE, be it resolved that:

Section 1. The Issuer reasonably expects to reimburse itself for costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the Financed Project from the proceeds of obligations to be issued subsequent to the date hereof.

Section 2. The Issuer reasonably expects that the maximum principal amount of obligations issued to reimburse the Issuer for the costs associated with the Financed Project will be \$3,020,000. Such obligations may be issued in one or more series.

Section 3. Unless otherwise advised by bond counsel, any reimbursement allocation will be made not later than 18 months after the later of (1) the date the original expenditure is

paid or (2) the date on which the Financed Project to which the expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

(Signature page follows)

INTRODUCED, READ AND PASSED by the affirmative vote of the City Council of the City of Aubrey, Texas this 26th day of June, 2025.

By: _____
Name: Chris Rich
Title: Mayor

ATTEST:

By: _____
Name: Jenny Hicks
Title: City Secretary

Signature Page to Reimbursement Resolution

EXHIBIT A

DESCRIPTION OF FINANCED PROJECT

Project	Reimbursement Amount
Designing, engineering, developing, constructing, improving and equipping water and wastewater facilities and improvements, including the acquisition of land.	\$520,000
Designing, engineering, constructing improving and equipping City public safety facilities and improvements, including fire and police facilities and improvements.	\$2,000,000
Acquiring vehicles and equipment for public safety purposes.	\$500,000

City Council Meeting
Staff Report
June 26, 2025

Agenda Item

Consideration and action on accepting the Public Improvements to Matthews Park, and authorize final payment to D.L. Meacham for \$47,686.78.

Staff Contact

Kurt Karnowski, Parks & Recreation Superintendent
kkarnowski@aubreytx.gov
940-440-9343

Summary

Matthews Park completed improvements including:

- Installation of new accessible play equipment, climbers, and swings.
- Installation of concrete curbs
- Installation of fall surfacing
- Installation of sidewalk connects
- Installation of irrigation system

The total cost of improvements is \$476,867.76.

A final walk-through was conducted on March 26, 2025, and all public improvement punch list items were completed successfully. At the time of this report.

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

Financial Summary

Final payment of \$47,686.78.

Staff Recommended Action

Approve

Staff Recommended Motion

I move to accept the improvements and authorize the final payment.



**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

Consideration and action on accepting the Public Improvements to Leslie Park, and authorize final payment to ALCC, LLC dba Perfect Finish Landscaping for \$68,636.45.

Staff Contact

Kurt Karnowski, Parks & Recreation Superintendent
kkarnowski@aubreytx.gov
940-440-9343

Summary

Leslie Park completed improvements, including:

- Installation of new Basketball and Pickleball Courts
- Installation of sidewalk connects
- Installation of the irrigation system
- Installation of Pedestrian Bridge

The total cost of improvements is \$686,364.51.

A final walk-through was conducted on May 27, 2025, and all public improvement punch list items were completed successfully at the time of this report.

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

Financial Summary

Final payment of \$68,636.45.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to accept public improvements and authorize final payment.



**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

Consideration and action on a Professional Engineering Services Agreement with Birkhoff, Hendricks and Carter for the City of Aubrey Surface Water Delivery Point No. 1 for an amount not to exceed \$607,100 and authorize the City Manager to execute necessary documents.

Staff Contact

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

Summary

This agreement is for professional engineering services to design a new surface water delivery point located south of Blackjack Road and west of Hwy 377. The project includes design of a 1.0 Million Gallon Ground Storage Tank and Phase 1 (3.0 MGD capacity) of an ultimate 6.0 MGD capacity High Service Pump Station, along with necessary appurtenance including: yard piping sized for the build-out capacity pump station, on-site emergency power generator and automatic transfer switch, UTRWD Treated Water Delivery Meter Station, High Service Pump Station discharge meter, and site improvements. The project also includes design of approximately 600 linear feet of 20-inch treated supply lines to connect POD No. 1 to the UTRWD Treated Water Supply Lines and 600 a 600-foot-long, 24-foot-wide reinforced concrete permanent access road with necessary drainage structures and features. The agreement also includes construction administrative services, surveying, and the bidding process.

Financial Summary

This is a Capital Improvement Project included in the 2025 Bond Funding.

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 design provide bidding and construction administration services and provide surveying services for the

City of Aubrey UTRWD Point of Delivery No. 1

with

1.0 MG Ground Storage Tank and 3.0 MGD Pump Station

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

I. Employment of the Engineer

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

II. Scope of Services

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

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

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

III. Schedule of Work

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service, except for delays beyond the reasonable control of Engineer, to completion, as described in the Completion Schedule attached hereto as Exhibit "D" 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 "E" 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 "E". City agrees to pay invoices upon receipt. Statement for services shall include a line for previous payments, contract amount, and amount due current invoice.

V. Information To Be Provided By The City

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

VI. Insurance

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

VII. Assignment and Subletting

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

VIII. Contract Termination

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

IX. Engineer's Opinion of Cost

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

X. Construction

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

XI. Ownership of Documents

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

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

XII. Complete Contract

This Agreement, including the exhibits hereto numbered “A” through “F” 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:

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

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

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

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

XV. Contract Amendments

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

XVI. Effective Date

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

WITNESS OUR HANDS AND SEALS on the date indicated below.

CITY OF AUBREY, TEXAS

A Texas Home-Rule Municipal Corporation

By: _____
Charles Kreidler, City Manager

Date: _____

ATTEST:

By: _____

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

A Texas Limited Liability Partnership

Texas Board of Professional Engineers & Land Surveys

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

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

Date: October 17, 2024

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

Digitally signed by Gary C. Hendricks, P.E., R.P.L.S.
DN: C=US, E=ghendricks@bhcllp.com, O="Birkhoff,
Hendricks & Carter, LLP", CN="Gary C. Hendricks,
P.E., R.P.L.S."
Location: Dallas, TX
Reason: I am the author of this document
Contact Info: 214.769.5705
Date: 2024.10.17 08:58:51-0500

EXHIBIT “A”

ENGINEERING SERVICES

City of Aubrey UTRWD Point of Delivery No. 1 (POD No. 1) with 1.0 MG Ground Storage Tank and 3.0 MGD Pump Station

GENERAL PROJECT DESCRIPTION:

Development of the new City of Aubrey’s Upper Trinity Regional Water District (UTRWD) Point of Deliver No. 1. The project includes design of a 1.0 Million Gallon Ground Storage Tank and Phase 1 (3.0 MGD capacity) of an ultimate 6.0 MGD capacity High Service Pump Station, along with necessary appurtenance including: yard piping sized for the build-out capacity pump station, on-site emergency power generator and automatic transfer switch, UTRWD Treated Water Delivery Meter Station, High Service Pump Station discharge meter, and site improvements. The project also include design of approximately 600 linear feet of 20-inch treaded supply lines to connect POD No. 1 to the UTRWD Treated Water Supply Lines and 600 foot long, 24-foot wide reinforced concrete permanent access road together with necessary drainage structures and features.

EXHIBIT “B” shows the General Project Location Map.

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

BASIC ENGINEERING SERVICES (LUMP SUM)

I. DESIGN PHASE (Lump Sum)

60% Design -Phase I Pump Station (3.0 MGD of an Ultimate 6.0 MGD Pump Station)

- 1) Pump station building will include electrical and pump room. Pumps and motors will be housed inside the pump room, suction header pipe located outside. Three (3) pumps and motors will be included in the initial phase of pump station (1.0 MGD capacity) with three (3) empty slots for future pumps and motors. Pump Room is expected to be approximately 32-foot x 80-feet. A separate Electrical Room will be located within the pump station building footprint.
- 2) Pump selection will be based on hydraulics of the system, but is currently expected to be in the range of 75 horsepower pumps and motors.
- 3) Design of discharge meter station into the distribution system.
- 4) Design and sizing of discharge and suction piping. Suction piping will include connection to ground storage reservoirs and accommodations the UTRWD Treated Water Supply Line(s).

An 18” diameter discharge line will extend approximately 300 feet and connect to the existing (or proposed) 16-inch water line along Blackjack Road.

- 5) New SCADA System for the pump station along with communications will be included. Provisions will include modifications to HMI software for the pump station, ground storage, standby generator and meters.
- 6) Pump Station design will include civil design, structural design, mechanical design, electrical design and architectural design. Electrical room will be conditioned space and the pump room will be forced ventilation. Architecturally, the building will have a pitched metal roof and stone facade.
- 7) Work with electrical supplier to size required electric service to the site.
- 8) Prepare POD No. 1 UTRWD Treated Water Supply Meter Vault, SCADA controls and electrical connections. This work will be coordinated with the UTRWD engineering team and will be designed to UTRWD standards.
- 9) Formulate Engineers’ Opinion of Probable Construction Cost.
- 10) Submit three sets of preliminary plans, specifications and Engineer’s opinion of probable construction cost (EOPCC) to the City for review. Plans will be submitted on 11” x 17” sheets, and electronic file in PDF format..
- 11) Meet with the City to discuss preliminary plans, specifications and EOPCC.

60% Design - 1.0 Million Gallon Ground Storage Reservoir No. 1

Preparation of plans, specifications and bidding documents for a 1.0-million gallon AWWA D110, Prestressed Concrete Ground Storage Reservoir with a 40-foot side water depth and based on the following items:

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

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

Final DESIGN PHASE (Pump Station and Ground Storage Tank)

- 1) Prepare cover sheet, location map and index sheet.
- 2) Revise preliminary plans for pump station, ground storage and meter station improvements incorporating comments from the City.
- 3) Finalize construction plans, specifications and bidding documents.
- 4) Prepare erosion control plan.
- 5) Design appurtenances such as special connections, details, etc.
- 6) Preparation of Standard and Special Details.
- 7) Prepare final quantity take-off and prepare opinion of probable construction cost based on final plans.
- 8) Submit three sets and an electronic PDF file set of final bid documents including bid proposal forms, construction plans, specifications, and contract documents for City's review.
- 9) Submit plans to TCEQ for their review and comment.

II. BIDDING PHASE (Lump Sum)

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

III. CONSTRUCTION PHASE (Lump Sum)

- 1) Attend the Pre-Construction Conference, including preparing an agenda.
- 2) Attend up to five (5) coordination meetings with the Subconsultant and the Contractor, and City representatives to discuss strategy, problem areas, progress, and other coordination matters.
- 3) Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents. Review of shop drawings will be completed by review of electronic PDF files provided by the Contractor.
- 4) Provide written responses to requests for information or clarification to City or Contractor.
- 5) Prepare and process routine change orders for this project as they pertain to the original scope of work.

- 6) Prepare monthly pay request from information obtained from Contractor and/or City Inspector, if requested by the City.
- 7) Accompany the City during their final inspection of the project.
- 8) Recommend final acceptance of work based on information from the on-site representative.
- 9) Utilizing on-site representative and Contractor construction record information, prepare one set of reproducible record drawings and provide an electronic copy in PDF format.

IV. ADDITIONAL SERVICES (Hourly Fee)

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

V. Terms and Conditions For Electronic File Transfers

Electronic files are transmitted on the terms and conditions below:

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

- A. The electronic files are compatible with the following software packages operating on a PC using Windows operating systems:
 - Autocad Civil 3D 2021 , Civil 3D 2017
 - Innovyse InfoWater Pro 3.0 with ESRI Arc Pro 2.7
 - Innovyze InfoSewer Pro 7.6 with ESRI Arc Map 10.5
 - MS Office 365
 - Bluebeam Revu (PDF) Ver 10 - Ver 2020
- B. Birkhoff, Hendricks & Carter, L.L.P. does not make any warranty as to the compatibility of these files beyond the specified release of the above stated software.

- C. Because data stored on electronic media can deteriorate undetected or be modified, Birkhoff, Hendricks & Carter, L.L.P. will not be held liable for completeness or correctness of electronic media.
- D. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, Birkhoff, Hendricks & Carter, L.L.P.'s hard copy file will govern in all cases.
- E. Electronic files may only be modified in accordance with the Texas Engineering Practice Act for modifying another Engineer's design.

VI. Exclusions

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

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

EXHIBIT B – General Project Location Map

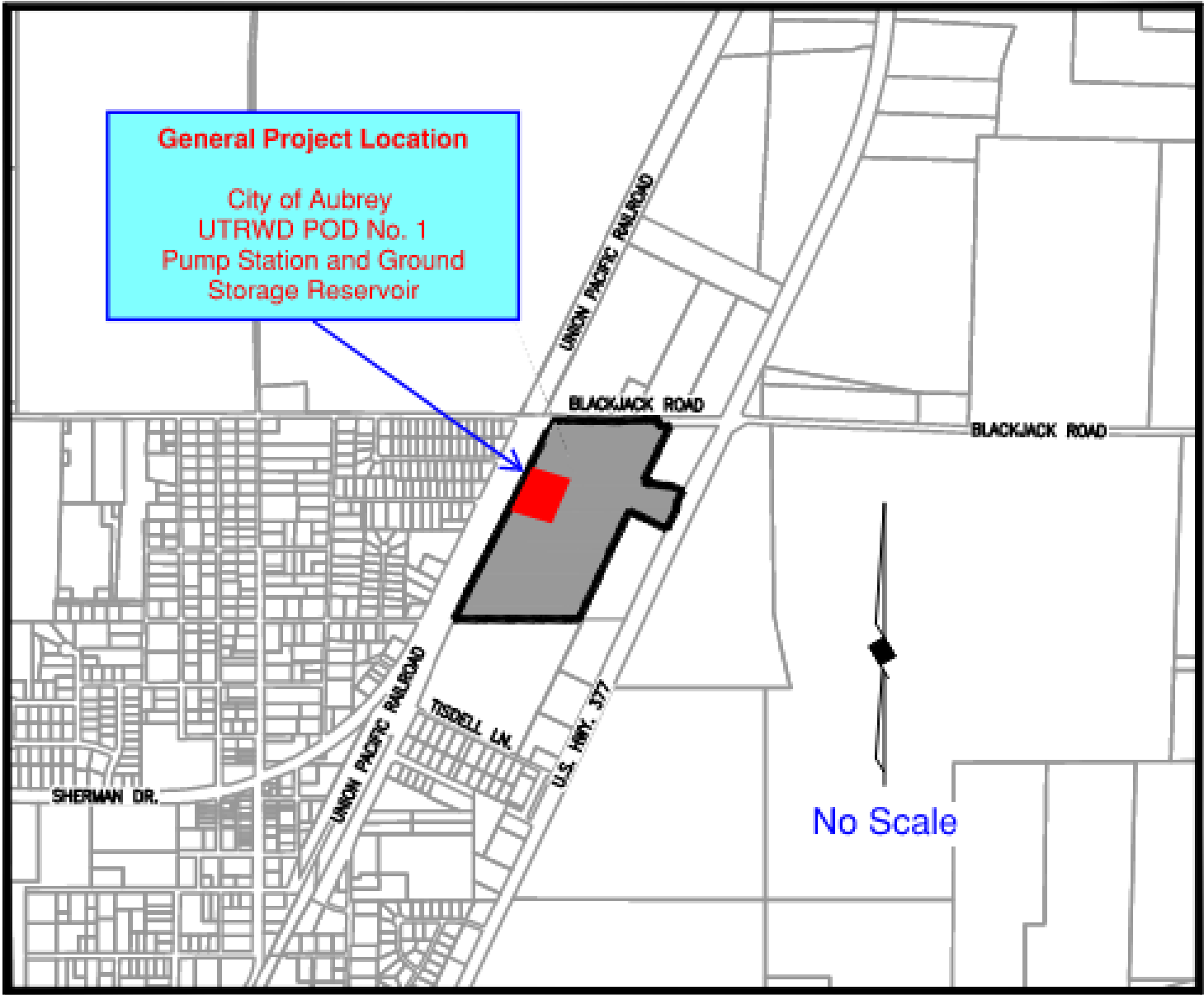
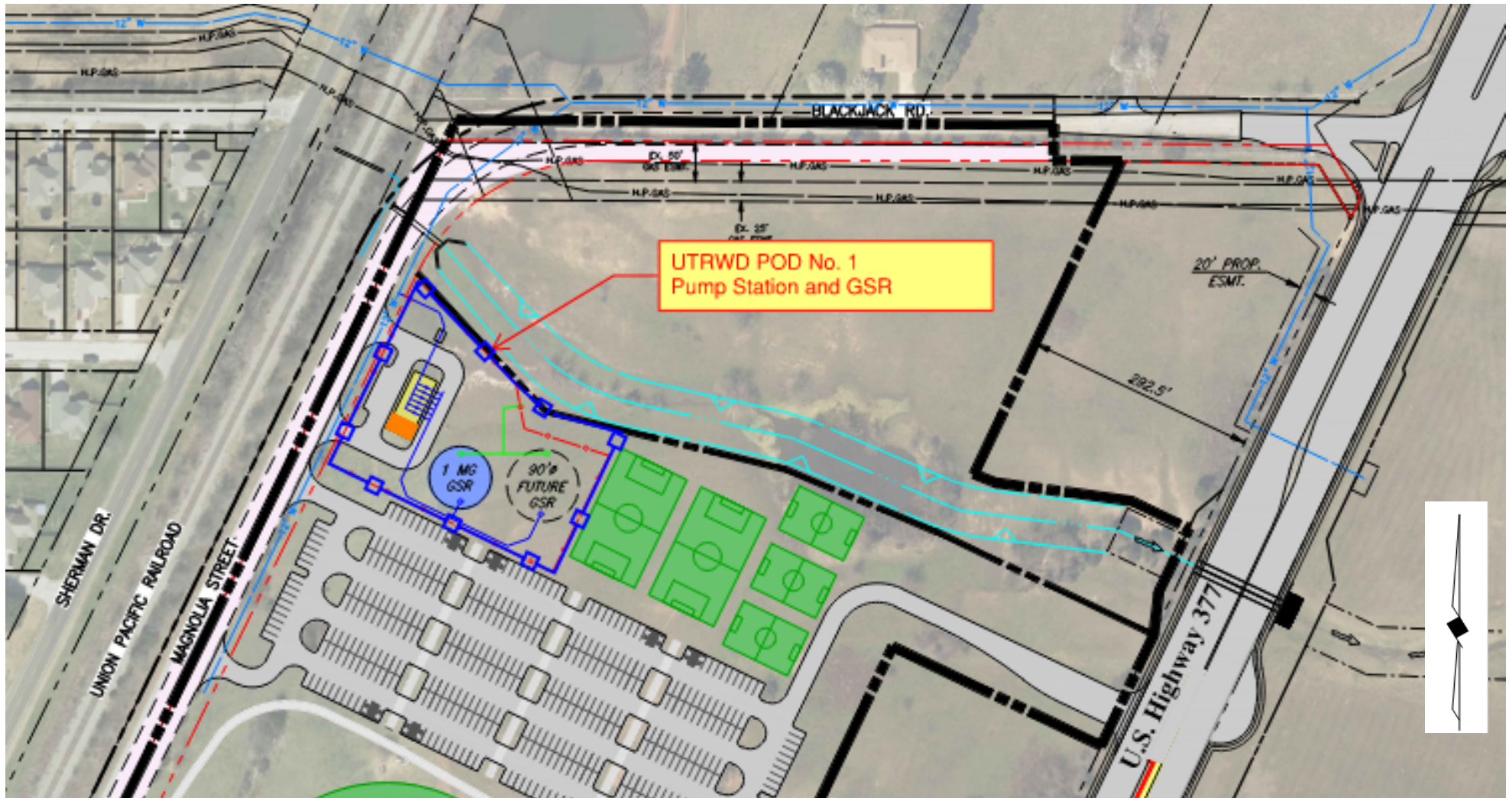


EXHIBIT C –Conceptual Project Layout Plan



6.0 MGD Pump Station CONCEPT PLAN



6.0 MGD Pump Station CONCEPT SECTION

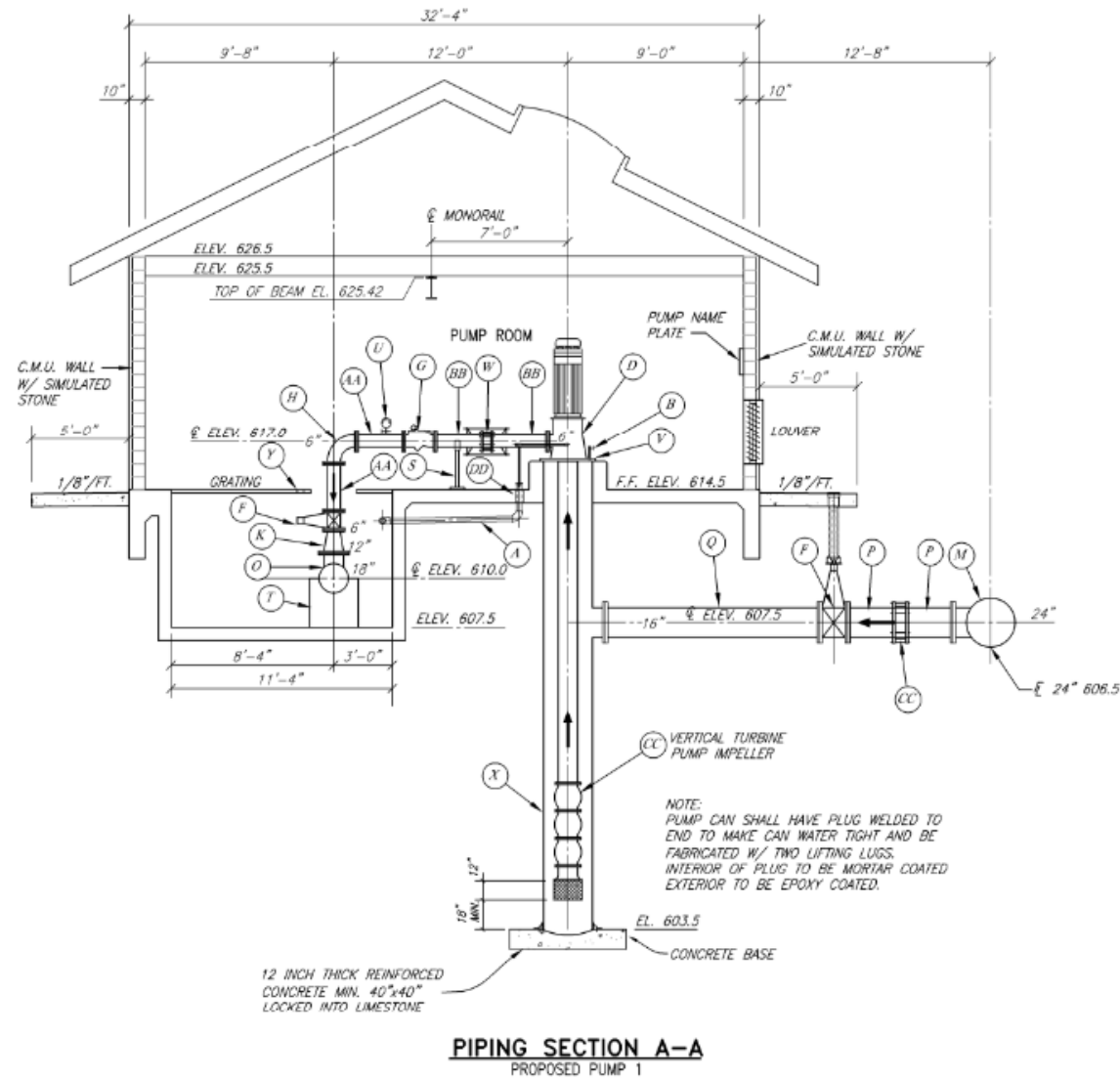
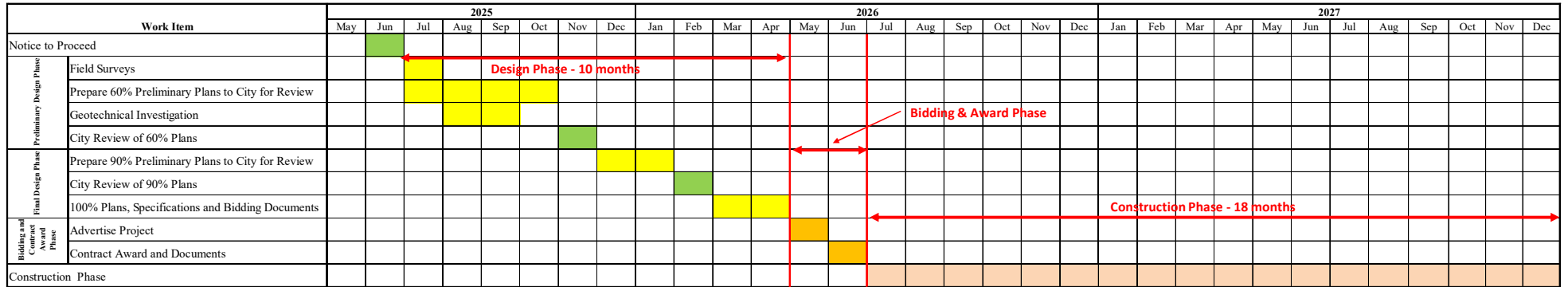


EXHIBIT “E”

COMPLETION SCHEDULE



Schedule Chart Color Legend

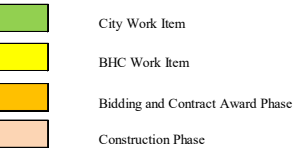


EXHIBIT “F”

PAYMENT SCHEDULE

Payment for basic engineering services described under Parts I, II and III, shall be in the lump sum amount of \$580000 in accordance with the basic engineering services schedule below.

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

The maximum overall fee shall not be exceeded **\$607,100** without written authorization from the City, based on increased scope of services.

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

Basic Engineering Design Services (Lump Sum Fee)	Part I - Design Phase Services	\$482,000
	Part II - Bidding Phase Services	\$8,000
	Part III - Construction Adminstration Phase Services	\$90,000
	Total Basic Services Fee:	\$580,000

Part IV. - Additional Services (Hourly Fee)	A. - Field Surveys	\$ 8,100
	B. - Geotechnical Investigations and Report	\$ 15,000
	D. Project Expenses	\$ 1,500
	E. - Construction Record Drawings	\$ 2,500
	Total Additional Services Fees:	\$ 27,100

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



**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

Consideration and action on a Professional Engineering Services Agreement with Birkhoff, Hendricks and Carter for the McNatt Road Extension for an amount not to exceed \$449,944 and authorize the City Manager to execute necessary documents.

Staff Contact

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

Summary

This agreement is for engineering services to complete engineering design, provide bidding and construction administration services, and provide surveying services for the McNatt Road Extension.

This project is for the McNatt Road Extension (from Blackjack Road to Trivedi Park), also called the North Part, Phase I. It includes the construction of four lanes of divided reinforced concrete roadway (future six lanes) with monolithic concrete curbs, 90 feet in total width (back-to-back), from Blackjack Road to Trivedi Park.

A 4-foot-wide sidewalk is planned to be parallel to and along the east and west sides of the proposed roadway, in addition to a future 16-foot dividing median. The project includes underground storm drainage designed to convey the 100-year storm frequency. The roadway will be constructed in a 120-foot-wide right-of-way. Some additional right-of-way will need to be acquired along approximately 1,720 L.F. of the project, along with a 60-foot-wide strip of additional right-of-way along approximately 570 L.F. of the project beyond the existing right-of-way to accommodate the new roadway.

Connectivity to the existing Keeneland development and future Trivedi Park will be coordinated during design. A floodplain exists along the proposed roadway's corridor. Two sections of the roadway are conceptually aligned to cross the floodplain.

Phase II, or the south part of the McNatt Extension, is planned to be designed and constructed by the Trivedi Park Project.

Financial Summary

This project is part of the Capital Improvement Plan and was included in the 2025 Bond Funding and includes Denton County matching funds.

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

I. Employment of the Engineer

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

II. Scope of Services

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

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

III. Schedule of Work

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service, except for delays beyond the reasonable control of Engineer, to completion, as described in the Completion Schedule attached hereto as Exhibit “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 the 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. Consultant shall not be responsible for construction related damages, losses, costs, or claims; except only to the extent caused by Consultant's sole negligence.

XI. Ownership of Documents

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

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

XII. Complete Contract

This Agreement, including the exhibits hereto numbered Exhibit “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
Director of Public Works
City of Aubrey, TX
107 Main Street
Aubrey, TX 76227
Phone: 940-440-9343
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:

Cooper Reinbold, P.E.
Partner
Birkhoff, Hendricks & Carter, L.L.P.
11910 Greenville Ave., #600
Dallas, Texas 75243
Phone: (214) 361-7900
Email: creinbold@bhcllp.com

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

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

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

XV. Miscellaneous

A. Boycott of Israel – The Engineer represents, to the current actual knowledge of the individual signing this Agreement on behalf of the Engineer as set forth on the signature page hereto (the “Engineer's Officer”), in such Engineer's Officer's representative capacity on behalf of the Engineer, that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable federal law, neither the Engineer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Engineer, as of the date of this Agreement, (i) boycotts Israel; or (ii) will boycott Israel during the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

B. Boycott of Certain Energy Companies – The Engineer represents, to the current actual knowledge of the Engineer' Officer, in such Engineer's Officer's representative capacity on behalf of the Engineer, that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2276.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2276 of the Texas Government Code, and subject to applicable federal law, neither the Engineer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Engineer, as of the date of this Agreement, (i) boycotts energy companies; or (ii) will boycott energy companies during the term of this Agreement. The term “boycott energy companies” as used in this paragraph has the meaning assigned to the term “boycott energy company” in Section 809.001 of the Texas Government Code, as amended.

C. Discrimination Against Firearm Entity or Firearm Trade Association – The Engineer represents, to the current actual knowledge of the Engineer' Officer, in such Engineer's Officer's representative capacity on behalf of the Engineer, that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2274.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2274 of the Texas Government Code, and subject to applicable federal law, neither the Engineer, nor any wholly owned subsidiary, majority-owned

subsidiary, parent company, or affiliate of the Engineer, as of the date of this Agreement, (i) has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; or (ii) will discriminate against a firearm entity or firearm trade association during the term of this Agreement. The term “discriminate against a firearm entity or firearm trade association” as used in this paragraph has the meanings assigned to the term in Section 2274.001 of the Texas Government Code, as amended.

D. Iran, Sudan and Foreign Organizations – Section 2252.151 of the Texas Government Code defines a “governmental contract” as a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment, and provides that the term includes a contract to obtain a professional or consulting service subject to Chapter 2254 of the Texas Government Code. The Engineer represents, to the current actual knowledge of the Engineer's Officer, in his or her representative capacity on behalf of the Engineer, that, as of the date of this Agreement, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Subchapter F of Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Engineer nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Engineer is an entity listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

E. Form 1295 – Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The City hereby confirms receipt of the Form 1295 from the Engineer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Engineer; and, neither the City nor its consultants have verified such information.

XVI. Contract Amendments

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

XVII. Effective Date

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

WITNESS OUR HANDS AND SEALS on the date indicated below.

CITY OF AUBREY, TEXAS
A Texas Home-Rule Municipal Corporation

By: _____

Date: _____

ATTEST

By: _____

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
A Texas Limited Liability Partnership
Texas Board of Professional Engineers & Land Surveys
Engineering Firm No. 526
Land Surveying Firm No. 100318-06

By: 
Cooper Reinbold, P.E., Partner

Date: 6/5/2025

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

EXHIBIT “A”

ENGINEERING SERVICES

McNatt Road Extension

GENERAL PROJECT SCOPE

This project scope of services consists of the preparation of construction plans, specifications and bidding documents for construction of the McNatt Road Extension (*from Blackjack Road to Trivedi Park*), also referred to as the North Part, and providing assistance during the bidding and contract administration phases of the project.

This project includes construction of 4 lanes of divided reinforced concrete roadway (future 6 lanes) with monolithic concrete curbs, 90-feet in total width (back-to-back), from Blackjack Road to Trivedi Park. A 4-foot wide sidewalk is planned located parallel to and along both the east and west sides of the proposed roadway, in addition to a future 16-foot dividing median. The project includes underground storm drainage designed to convey the 100-year storm frequency. Exhibit “A-1”, attached to the end of this Exhibit A, is included to assist in defining the project scope. An itemized opinion of total project construction cost is attached to the end of Exhibit C as Exhibit “C-1”.

The roadway will be constructed in a 120-foot wide right-of-way. It appears that a 120-foot wide strip of right-of-way will need to be acquired along approximately 1,720 L.F. of the project, along with a 60-foot wide strip of additional right-of-way along approximately 570 L.F. of the project beyond the existing right-of-way to accommodate the new roadway. Connectivity to the existing Keeneland development and future Trivedi Park will be coordinated during design.

Floodplain exists along the corridor for the proposed roadway. Two sections of the roadway are conceptually aligned to cross the floodplain. For budgeting purposes, we have included major roadway culverts or bridge structures along the two sections of roadway which cross the floodplain.

Included in the contract as additional services are fees associated with land rights agent for right-of-way/easement acquisition (cost of right-of-way or easement to property owner not included), geotechnical study for pavement design recommendation, design of street lighting conduits within the future median, landscape and irrigation design, environmental services, and traffic evaluation and design, preparation of plats and field notes by an RPLS for any easement acquisition (legal documentation to be provided by the City) and field survey. Fees associated with deed research, plat and field notes, and land easement acquisition have been separated. In the occurrence of the full land rights for the project not being required, the associated tasks for those efforts will not be utilized or billed to the City.

Part I: Preliminary Engineering

- A. Create base map based on property information obtained through the Central Appraisal District and field survey.
- B. Prepare horizontal and vertical alignments of roadway, including establishing the centerline of the roadway, typical section, geometric layout of turn lanes, preliminary grade of the roadway and cross-sections (50-foot intervals) in order to determine final land rights requirements.
- C. Preliminary drainage evaluation including drainage area map, identification of major drainage outfall structures with preliminary sizing and any drainage easement requirements.
- D. Preliminary design for an approximately 300-foot long x 110-foot wide prestressed concrete I-girder vehicular bridge. Substructures to consist of cast-in-place drill shaft supported abutments and interior piers to be multiple concrete columns with cast-in-place cap. The Superstructure to be cast-in-place concrete deck on prestressed I-girder.
- E. Preliminary design for approximately 700 Linear Feet of retaining walls along roadway.
- F. Prepare opinion of probable construction cost based on preliminary engineering.
- G. Attend two design review meetings with City Staff.
- H. Submit Preliminary Plans to City for review.

Part II: Final Engineering Design

- A. Prepare construction plan and profile sheets for the horizontal and vertical layout for the roadway construction.
- B. Prepare stormwater run-off calculations/sizing, including plan and profile sheets of storm sewer.
- C. Prepare Structural Plans for Bridge Structures, if needed, and Retaining Walls along roadway.
- D. Prepare Coordinate Control Plans with benchmarks.
- E. Prepare typical construction details and general notes.
- F. Prepare typical sections for Roadway and potential Bridge Structure.
- G. Prepare permanent Signing and Pavement Marking Plan and Summary.
- H. Prepare Erosion Control Plan.
- I. Prepare Cover Sheet, Location Map and Sheet Index.
- J. Attend two design review meetings with City Staff.

- K. Complete quantity take-off and update Opinion of Probable Construction Cost at 60% and 90% plan sets.
- L. Prepare technical specifications and Contract Documents using NCTCOG Standard Specifications as the base.
- M. Prepare Signed and Sealed Construction Plans, Specifications, Contract and Bidding Documents.
- N. Provide final sets to the City.

Part III: Bidding Services

- A. The City will publish notices in the newspaper recognized by the City Council as the official newspaper for the City of Aubrey. BHC will post the plans for bid advertisement on Civcast.
- B. The Engineer will answer online questions in order submitted, in addition the Engineer will prepare addenda to modify the plans and specifications. Questions must be submitted by potential bidders a minimum of 72-hours before the bid opening. All addenda shall be posted a minimum of 24-hours before the bid opening.
- C. Assist during opening of bids and provide bid tabulation sheets.
- D. Complete cursory review of bid documents to determine that the bid includes all sheets of the Engineer's office original file set.
- E. Obtain experience record and references from the apparent low bidder. Check references of apparent low bidder.
- F. Formulate opinion from information received and provide a letter of recommendation for award of a construction contract. Bid tabulation summary sheets will also be sent to the City.

Part IV: Construction Administration

- A. After award of contract, furnish six (6) sets of 11" x 17" final plans, specifications and contract documents to the City for construction use by the City and Contractor.
- B. Attend the Pre-Construction Conference, including preparing an agenda.
- C. Attend coordination meetings with contractor, quality control personnel, and City representatives as required to discuss strategy, problem areas, progress, and other coordination matters (3 meetings are included).
- D. Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information

stated by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents. Review of shop drawings will be completed by review of electronic PDF files provided by the Contractor.

- E. Provide written responses to requests for information or clarification to City or Contractor. Responses will be in electronic format.
- F. Prepare and process routine change orders for this project as they pertain to the original scope of work. Transmittal will be electronically and will include construction plan sheet changes.
- G. Make periodic site visits during construction as the project requirements dictate. Minimum of one project site visit per month.
- H. Prepare monthly pay request from information obtained from Contractor and/or City Inspector, and prepare pay request along with letter of recommendation for payment. Pay requests will be transmitted electronically.
- I. Accompany the City during their final inspection of the project. Prepare City's punch list and transmit it electronically.
- J. Prepare Record drawing utilizing information from the contractor and on-site representative. Record drawings will be transmitted electronically in PDF format.

Part V: Additional Services

- A. Field Survey for Design and Construction Layout based on the Texas State Plan Grid Coordinate System, and Boundary Survey for locating property corners for use in development of right-of-way (ROW) and easement field note descriptions and exhibits.
- B. Preparation of Plat and Metes and Bounds Descriptions for possible right-of-way and easements required. Two (2) right-of-way descriptions are included for the purpose of establishing a budget for this work.
- C. Perform Deed Research and develop a right-of-way (ROW) strip map showing the proposed alignments. Four (4) properties are included for the purpose of establishing a budget for this work.
- D. Land Rights Acquisition will assist the City with obtaining the proposed right-of-way (ROW). Title research for each tract is included in the effort for this task. Proposed ROW for two (2) tracts has been included in the proposed project to establish a budget for this phase of work. Whitman Land Group, LLC will assist with ROW acquisition on this project. Fee does not include the costs for ROW paid to property owners, fees for appraisals or eminent domain support. Fee includes Permission to Survey utilizing the Land Rights agent to make contact with each property owner. Four (4) properties are included for the purpose of establishing a budget for this work.
- E. Geotechnical Investigation and Report: including up to three (3) borings for the proposed pavement design, and up to an additional two (2) borings to a depth of 45 feet (or 10 feet into unweathered rock) for the potential bridge design(s).
- F. Street Lighting Conduit Design: including calculation of electrical load and coordination with Electric Utility provider to provide new electrical service for new lighting, sizing and routing of conduit and sizing of conductors, determining lighting control by switch, photocell or time clock, preparation of plan sheet of electrical site plan, specifications and details, incorporation of comments from City into Final Plans, and completion of quantity take-off and formulation of electrical work opinion of probable construction cost.
- G. Landscape & Irrigation Design: including preparation of landscape concept plan utilizing low-water use, native and/or naturalized plantings, and employment of traffic calming techniques through strategic tree plantings and enhanced landscape zones. A preliminary cost for the landscape aspects will be included. Based upon City-approved preliminary landscape concept, prepare full Landscape and Irrigation Construction documents in accordance with local and state codes for the proposed roadway. Planting and Irrigation component details shall be included.

- H. Traffic Evaluation and Design: including trip generation from existing and planned land uses that will utilize the roadway and development of projected peak hour and daily volumes, review of geometrics and identification of turn lane needs at intersections, signal warrant analysis at F.M. 428 based on existing and projected volumes and geometrics on F.M. 428 and McNatt Road, review of Signage and Marking Plans, and preparation of Traffic Signal Design Plans, if needed.
- I. Environmental Services: including Antiquities Code of Texas Permit Application and Research Design, Intensive Cultural Resources Survey, Waters of the United States Delineation, Section 404 Clean Water Act Permitting, and Protected Species Habitat Assessment.
- J. Flood Studies: BHC will utilize the flows from the “Future 100-year” HEC-HMS models and the cross sections from the HEC-RAS models provided by the City of Aubrey for Pecan Creek Tributary 7 and Pecan Creek Tributary 7.5 to develop hydrologic and hydraulic models and reports. BHC will supplement the cross sections from the HEC-RAS models as necessary to evaluate the proposed roadway project. BHC will provide a flood study report with the impacts of the McNatt Road Extension project on the pre-project water surface elevations, channel velocities, and storage for both streams. The goal of the proposed design will be to minimize any adverse impacts on both Pecan Creek Tributary 7 and Pecan Creek Tributary 7.5.
- K. LOMR Submittal to FEMA: BHC will prepare and submit a Letter of Map Revision (LOMR) to FEMA detailing any changes or impacts to the floodplain as a result of the proposed roadway’s crossing of Pecan Creek Tributary 7 and Pecan Creek Tributary 7.5.
- L. Utility Locates: two (2) subsurface Level A utility locates are included in the budget. This includes 2 days of potential traffic control along F.M. 428 and submittal of a TCP Permit to TxDOT, if required.
- M. Coordination with parties other than the City of Aubrey.
- N. Printing of three (3) sets of final plans and specifications for distribution to the successful contractor.
- O. Prepare Record Drawings and submit electronically (PDF) to City.

Part VI: Terms and Conditions for Electronic File Transfer

Electronic files are transmitted on the terms and conditions below:

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

- A. The electronic files are compatible with the following software packages operating on a PC using Windows operating systems:
- Autocad Civil 3D 2024, Civil 3D 2021 , Civil 3D 2017
 - Innovyse InfoWater Pro 3.0 with ESRI Arc Pro 2.7
 - Autodesk Infoworks ICM 2025.5 Ultimate
 - MS Office 365
 - Bluebeam Revu (PDF) Ver 10 - Ver 2020
- B. Birkhoff, Hendricks & Carter, L.L.P. does not make any warranty as to the compatibility of these files beyond the specified release of the above stated software.
- C. Because data stored on electronic media can deteriorate undetected or be modified, Birkhoff, Hendricks & Carter, L.L.P. will not be held liable for completeness or correctness of electronic media.
- D. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, Birkhoff, Hendricks & Carter, L.L.P.'s hard copy file will govern in all cases.
- E. Electronic files may only be modified in accordance with the Texas Engineering Practice Act for modifying another Engineer's design.

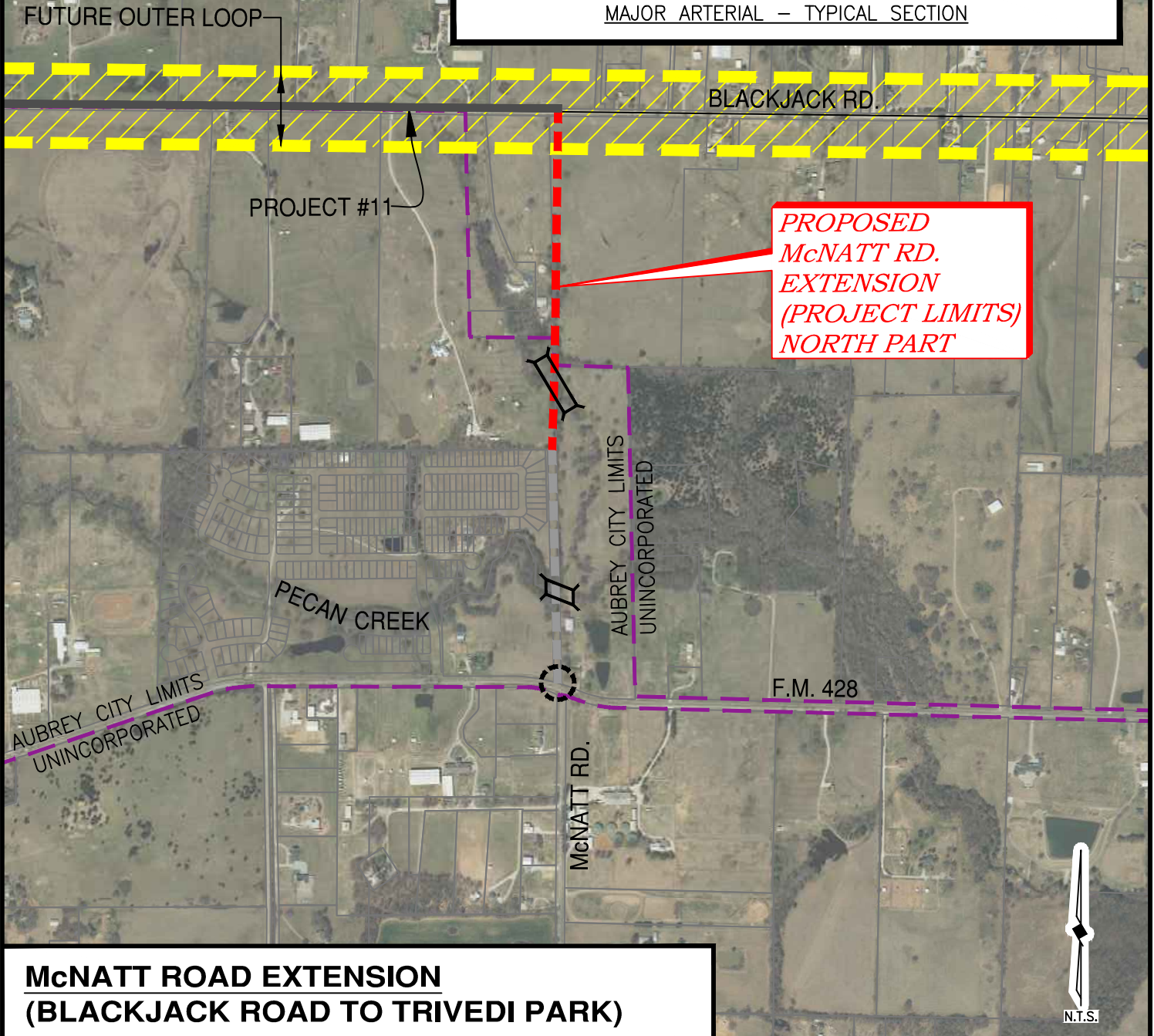
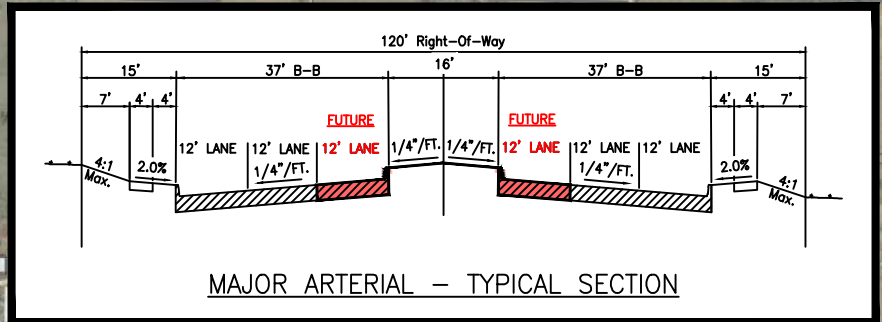
Part VII: Exclusions

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:

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

LEGEND

- PROPOSED ROADWAY IMPROVEMENTS
- - - PROPOSED NEW ROADWAY
-  PROPOSED SIGNALIZED INTERSECTION
-  PROPOSED STORM DRAINAGE IMPROVEMENTS



McNATT ROAD EXTENSION (BLACKJACK ROAD TO TRIVEDI PARK)

BHC
PROJECT NO.
4000-428

June 2025

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

PROFESSIONAL ENGINEERS
TBPELS Engineer Firm No. 526; Survey Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900

Exhibit "A-1"

SHEET NO.

1

EXHIBIT “B”
COMPLETION SCHEDULE

McNatt Road Extension

Notice to Proceed (NTP)	June 27, 2025
Permission to Survey Requests (PTS)	July 4, 2025
Begin Field Surveys	July 28, 2025
Complete Field Surveys	August 22, 2025
Submit Preliminary Engineering to City for Review	November 21, 2025
Receive Preliminary Review Comments from City	December 12, 2025
Submit 60% to City for Review	April 3, 2026
Receive 60% Review Comments from City	April 17, 2026
Plat and Field Notes completed	May 15, 2026
Submit 90% to City for Review	June 12, 2026
Receive 90% Review Comments from City	June 26, 2026
Complete Final Plans	July 31, 2026
Advertise Project	pending ROW acquisition
Construction	15 Months

EXHIBIT “C”

PAYMENT SCHEDULE

McNatt Road Extension

Payment for basic engineering services for Projects A and B as described under Parts I through IV shall be based on a lump sum amount of \$449,944.

The following is a summary of the estimated charges for the lump sum elements of the proposed services:

<u>Basic Service Phase</u>	<u>Lump Sum Amount</u>
Part I – Preliminary Engineering	\$89,989
Part II – Final Roadway Design	\$247,469
Part III – Bidding Services	\$11,249
Part IV – Construction Administration	\$101,237
<u>Basic Services Subtotal</u>	\$449,944

Payment for Additional Services described under Part V shall be on the basis of salary cost times a multiplier of 2.45 for time expended on the task. Field survey crew shall be based on \$195.00 per hour, inclusive of all equipment rentals and software licensing; plus, mileage charge at the IRS established rate. Expenses shall be at invoice cost times a multiplier of 1.15. We recommend a budget of \$227,695 be established for the hourly or as needed services.

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

<u>Additional Services</u>	<u>Recommended Budget Amount</u>
Task 1 – Field & Boundary Survey	\$24,246
Task 2 – Plat & Field Note Preparation	\$6,000
Task 3 – Deed Research & Strip Map	\$3,200
Task 4 – Land Right Acquisition Agent	\$9,880
Task 5 – Geotechnical Investigation & Report	\$14,904
Task 6 – Street Lighting Conduit Design	\$5,630
Task 7 – Landscape & Irrigation Design	\$13,606
Task 8 – Traffic Evaluation & Design	\$33,017
Task 9 – Environmental Services	\$13,814
Task 10 – Flood Studies	\$12,500
Task 11 – LOMR Submittal to FEMA	\$75,000
Task 12 – Utility Locates	\$5,698
Task 13 - Coordination	\$7,200
Task 14 - Reproduction	\$500
Task 15 – Record Drawings	\$2,500
<u>Additional Services Subtotal</u>	\$227,695
<u>Engineering Services Total</u>	\$667,639

The maximum overall fee of \$677,639 established herein shall not be exceeded without written authorization from the City, based on increased scope of services. Payment invoices are to be prepared and emailed on a monthly basis, based on percentage complete for the basic services, and on actual hour expenditures for the Additional Services. Payment is due within 30 days of receipt of invoice.

Client: City of Aubrey

Date: 06-Jun-25

Project: 2024 Aubrey Roadway Capital Improvement Plan – Project No. 1-A

By: Cooper Reinbold, P.E.

McNatt Road Extension (South of Blackjack Rd. to Trivedi Park)

Exhibit "C-1"

ENGINEER'S PRELIMINARY OPINION OF CONSTRUCTION COST

Item No.	Description	Quantity	Unit	Price	Amount
	Project Description: A 4-lane Divided Thoroughfare (6-lane Future), 12-ft. Lanes, 10-inch Reinforced Concrete Pavement with 8-inch Subgrade, Curbs and Underground Storm Drainage				
	Project Length Permanent Pavement and Storm Sewer	2,290	L.F.		
	Total Width Concrete Pavement (16' median - 24' either side of median)	65	B -B		
	Expected Average Depth of Roadway Excavation	2.50	feet		
	Approximate Lime Stabilized Subgrade Application Rate	8%	by unit weight		
1	Right-of-way Preparation	22.9	Sta.	\$ 3,000.00	\$ 68,700
2	Unclassified Excavation Roadway	16,751	C.Y.	\$ 25.00	\$ 418,800
3	Imported Fill for Embankment	-	C.Y.	\$ 10.00	\$ -
4	8-inch Lime Treated Subgrade (+10% Median Cut)	19,312	S.Y.	\$ 3.65	\$ 70,500
5	Hydrated Lime @ 79#/S.Y.	763	Tons	\$ 325.00	\$ 248,000
6	6-inch Monolithic Concrete Curb	9,160	L.F.	\$ 5.00	\$ 45,800
7	10-inch Reinforced Concrete Pavement (+10% Median Cut)	18,193	S.Y.	\$ 125.00	\$ 2,274,100
8	8-inch Reinforced Concrete Pavement (+10% Median Cut)	-	S.Y.	\$ 100.00	\$ -
9	Reinforced Concrete Driveways (2 ea. x 18' wide x 20' deep)	80	S.Y.	\$ 110.00	\$ 8,800
10	4-foot Wide Reinforced Concrete Sidewalk (both sides)	2,036	S.Y.	\$ 100.00	\$ 203,600
11	Finish Grade and Sodding (plus 10% beyond excavation limits)	3,918	S.Y.	\$ 6.55	\$ 25,700
Paving Improvements Subtotal (Rounded to Nearest \$1,000):					\$ 3,364,000
12	Underground Storm Drainage (Round to Nearest \$1,000)	25%	Paving Improvements		\$ 841,000
13	Major Roadway Culvert or Bridge	1	Ea.	\$ 200,000.00	\$ 200,000
Drainage Improvements Subtotal (Rounded to Nearest \$1,000):					\$ 1,041,000
14	Signalization Improvements	-	L.S.	\$ 400,000.00	\$ -
15	Pavement Markings, Striping, and Signage	6,870	L.F.	\$ 6.00	\$ 41,220
16	Landscaping & Irrigation Improvements	2,290	L.F.	\$ 200.00	\$ 458,000
17	Street Lighting Conduit	2,290	L.F.	\$ 25.00	\$ 57,250
Signalization, Aesthetics & Street Lights (Rounded to Nearest \$1,000):					\$ 556,000
Paving, Drainage, and Miscellaneous Subtotal:					\$ 4,961,000
Miscellaneous Contingencies (Rounded to Nearest \$1,000):		20%			\$ 992,000
Opinion of Probable Construction Cost (Rounded to Nearest \$1,000):					\$ 5,953,000
Project Construction Cost per Linear Foot:					\$ 2,599.56
Flood Studies:					\$ 12,500
LOMR Submittal to FEMA:					\$ 75,000
Estimated Engineering, Surveys and Easement Documents:		11.38%			\$677,638
Estimated Cost Quality Monitoring Testing:		1.5%			\$ 89,295
Estimated Subtotal, Professional Fees:					\$ 854,433
Project Total Including Probable Construction Cost & Fees:					\$ 6,807,433
Estimated Land Rights (Right-of-Way) Rounded up to Nearest \$10,000 :		4.74	Ac.	\$ 70,000.00	\$ 340,000
TOTAL PROJECT COST (ROUNDED TO NEAREST \$10,000):					\$ 7,150,000

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Birkhoff, Hendricks & Carter, LLP
Dallas, TX United States

Certificate Number:
2025-1303107

Date Filed:

04/30/2025

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Aubrey

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Professional Engr Services
McNatt Road Extension

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kerkhoff, Craig	Dallas, TX United States	X	
	Mata, Andrew	Dallas, TX United States	X	
	Chaney, Derek	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Cooper Reinbold, and my date of birth is October 12, 1992.

My address is 11910 Greenville Ave, Suite 600, Dallas, Texas, 75243, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 30th day of April, 20 25.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

Approve a request for a twelve-month extension of the expiration date of the Ribbonwood MUD No. 1 Preliminary Plat.

Staff Contact

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

Summary

The Ribbonwood MUD #1 Preliminary Plat, being approximately 90 acres out of the F.H. Pollard Survey, Abstract 995, Denton County, Texas, located East of FM 2931, South of Springhill Rd, and East of Coffey Road, in the Aubrey Extraterritorial Jurisdiction was approved by the Planning and Zoning Commission on July 14, 2022, and by the City Council on July 26, 2022. City Council approved a twelve-month extension of the preliminary plat expiration on June 27, 2024.

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

Significant efforts and expenditures are being made toward permitting and developing the project. Utility easements are being completed, and Phase I is starting construction. The development is continuing to progress.

Financial Summary

None

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve a twelve-month extension of the Ribbonwood Preliminary Plat expiration.



Memorandum

To: Ms. Leanne Wilson, City of Aubrey

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

Date: May 9, 2025

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

Dear Ms. Wilson,

I respectfully request the expiration date of the Ribbonwood MUD No. 1 Preliminary Plat be extended for an additional one (1) year past its current expiration date of July 26, 2025. At this time, multiple designs, studies, plans and construction to develop the property are well underway.

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

- Letter of Map Amendment (LOMA) Request – Approved by FEMA in December 2023
- Traffic Impact Analysis – Approved by City in February 2024
- Construction Plans Phase 1 (Streets, Drainage) – Approved by City in April 2024
- Construction Plans Phase 1 (Water, On-site Sewer) – Approved by Mustang S.U.D. in April 2024
- Construction Plans Phase 1 (Lift Station, Off-Site Sewer) – Approved by Mustang S.U.D. in July 2024
- Flood Study – Approved by City in May 2024
- TxDOT Driveway Permit – Approved by TxDOT in July 2024
- TxDOT Utility Installation Request – Approved by TxDOT in October 2024
- Denton County Subdivision Permit Phase 1 – Approved by Denton County in May 2024
- Denton Excavation & Fill Permit Phase 1 – Approved by Denton County in May 2024
- Final Plat Phase 1 – Approved by City of Aubrey in April 2024
- Phase 1 Earthwork – Rough Grading completed in August 2024
- Phase 1 Utilities – Underway, estimated completion in June 2025

- Phase 1 Paving - Underway, estimated completion in June 2025

As you can see, significant efforts and expenditures are being made toward permitting and developing the project. Earthwork is complete for Phase 1 of the Project, with Utilities and Paving expected to be complete in the next 2 months. Current efforts generally involve Phase 1; for Phase 2, permitting items such as the Phase 2 construction plans have not yet been created or submitted to the City for approval, but design is likely to be kicked off in the coming months. Due to this timing, it would not be reasonable to expect a Phase 2 Final Plat to be approved by July 26, 2025 (the current Preliminary Plat expiration date). Therefore, we would request that the Preliminary Plat expiration be extended as mentioned above, given the ongoing progress towards completion.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Kirby Logan".

Kirby Logan, P.E.
Project Engineer



**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

Approve an Ordinance amending Article 7.02, "Fines, Costs, and Special Expenses" of Chapter 7, "Municipal Court" of the Code of Ordinances; and providing an effective date.

Staff Contact

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

Summary

The purpose of this Ordinance is to amend Article 7.02 of Chapter 7 of the Municipal Court code of Ordinances in order to eliminate redundant or potentially conflicting local fee provisions to ensure consistency with Texas State law and to improve efficiencies in the Municipal Court.

Financial Summary

NA

Staff Recommended Action

Approve

Staff Recommended Motion

I move to approve the Ordinance amending Article 7.02 of Aubrey's municipal court code of ordinances.

**CITY OF AUBREY
ORDINANCE NUMBER 915-25**

AN ORDINANCE OF THE CITY OF AUBREY, TEXAS, AMENDING ARTICLE 7.02 “FINES, COSTS AND SPECIAL EXPENSES” OF CHAPTER 7 “MUNICIPAL COURT” OF THE CODE OF ORDINANCES OF THE CITY OF AUBREY, TEXAS TO REPEAL SECTION 7.02.001 “SCHEDULES OF FINES AND FEES” OF ARTICLE 7.02 “FINES, COSTS AND SPECIAL EXPENSES” IN ITS’ ENTIRETY AND ADOPT A NEW SECTION 7.02.001 “SCHEDULES OF FINES AND FEES”; PROVIDING FOR AMENDMENT; PROVIDING A CUMULATIVE REPEALER/SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Aubrey, Texas (hereinafter referred to as “City”) is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, Municipal Court costs and fees are governed by State law; and

WHEREAS, the City Council finds it appropriate to eliminate redundant or potentially conflicting local fee provisions to ensure consistency with Texas State law; and

WHEREAS, the City Council further finds that amending the Code of Ordinances to remove the specific fees will improve efficiency and consistency in the Municipal Court;

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

SECTION 1. INCORPORATION OF PREMISES. It is hereby officially determined that the findings and recitations contained above in the preamble of this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. AMENDMENT. Section 7.02.001 “Schedule of fines and fees” of Article 7.02 “Fines, Costs and Special Expenses” of Chapter 7 “Municipal Court” of the Code of Ordinances of the City of Aubrey, Texas, is hereby repealed in its entirety and a new Section 7.02.001 “Schedule of Fines and Fees” of Article 7.02 “Fines, Costs and Special Expenses” of Chapter 7 “Municipal Court” is hereby adopted and shall be and read as follows:

Chapter 7. Municipal Court

...

“§ 7.02.001 Schedule of Fines and Fees.

Court costs and fees shall be imposed in accordance with State law.”

SECTION 3. CUMULATIVE REPEALER/SAVINGS. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 4. SEVERABILITY. If any section, subsection, clause, phrase or provision of this Ordinance, or any application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or any application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effective from and after its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS ON THIS 26TH DAY OF JUNE 2025.

APPROVED:

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney



**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

Award a bid to North Rock Construction for the construction of the Winn Ridge First Responders Park for an amount not to exceed \$1,213,682.29 and authorize the City Manager to execute the documents.

Staff Contact

Kurt Karnowski, Parks & Recreation Superintendent
kkarnowski@aubreytx.gov
940-440-9343

Summary

This project is located adjacent to Fire Station #2. It entails the installation of new sidewalks, play equipment, dog park, fencing, concrete curbs, fall surfacing, site furnishings and artificial turf, planting, sidewalk connections to existing structures and landscape and irrigation improvements.

Requests for bids were advertised for two consecutive weeks beginning on May 23, 2025. Sealed bids were opened and read on June 11, 2025. There were a total of nine bids. The lowest of the 9 bids was more than \$500,000 lower than the opinion of cost and had to be thrown out due to incorrect costs accounting for critical items. The next lowest bid was from North Rock Construction in the amount of \$1,213,682.29. Numerous other bidders had errors in the total bid calculations.

Westwood checked North Rock Constructions' statement of qualifications and their references provided and found no irregularities with the Contractor. North Rock has successfully completed similar type projects in Aubrey and other surrounding cities. We have received a recommendation letter from Westwood to award the bid to North Rock Construction.

Contractor	Base Bid Amount
Construction Solutions	\$843,610.33
North Rock	\$1,213,682.29
RLM Earthco	\$1,820,635.64
Pavilion	\$1,442,966.09
Ratliff	\$3,247,918.00
Northstar	\$1,595,824.00
DL Meacham	\$1,187,378,487.00
Pace Construction	\$1,579,050.00
Innovative Hardscapes	\$2,097,459.72

Staff recommend awarding the bid to North Rock Construction.

Financial Summary

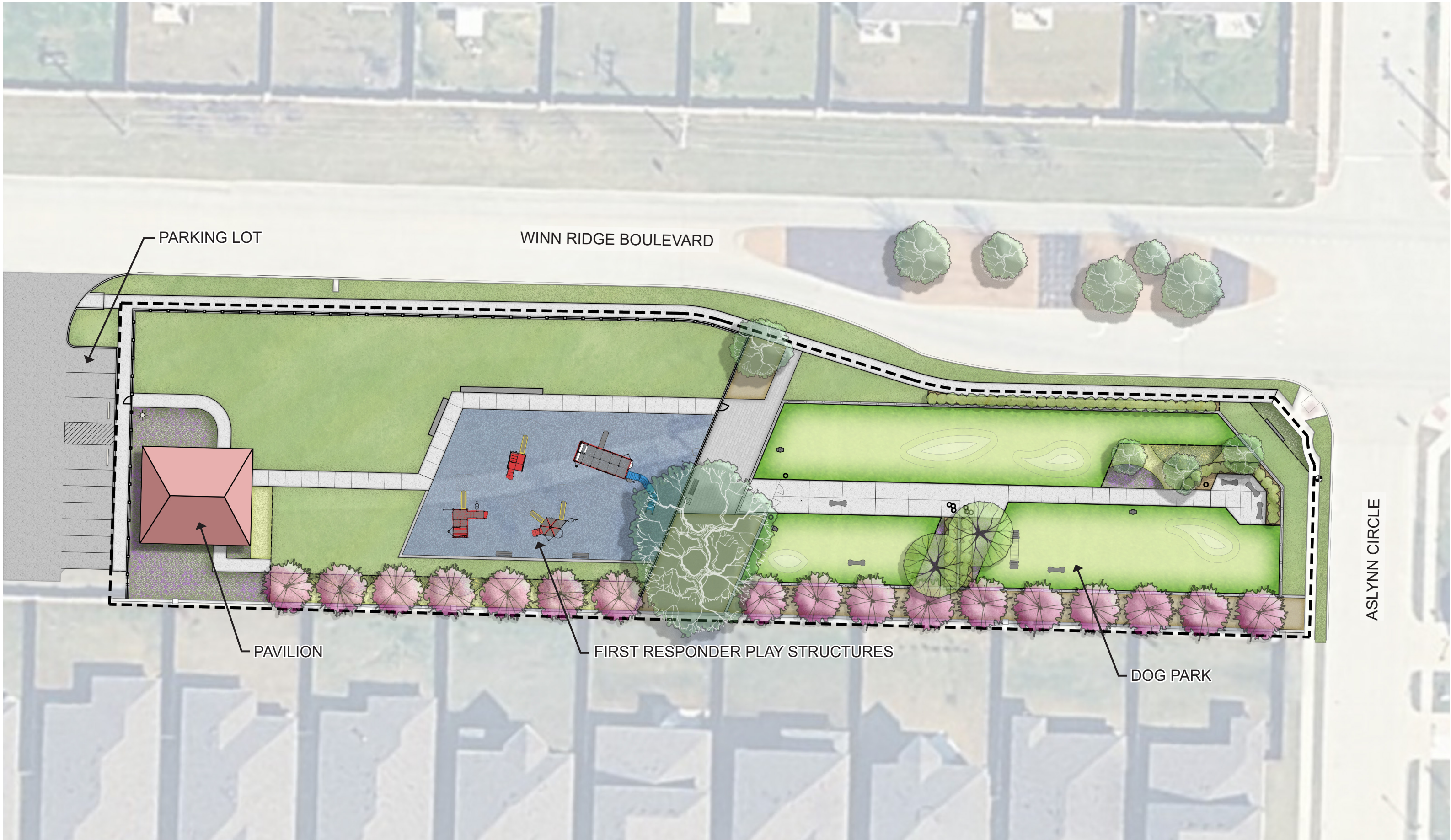
This is a Parks Capital Improvement Project and is funded with Park Impact Fees.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to accept bid and authorize the City Manager to execute documents.



CONSTRUCTION CONTRACT DOCUMENTS

FOR

WINN RIDGE FIRST RESPONDER PARK

FOR THE

CITY OF AUBREY



May 14, 2025



Westwood

TX REG. ENGINEERING FIRM F-11756
TX REG. SURVEYING FIRM LS-10074301
118 N. Ohio Street, Celina, Texas 75009
(214) 451-2765 Fax (972) 235-9544
www.westwoodps.com

By: Tricia A. Woliver, PLA
License No: 2225
Date: 05/14/2025

WESTWOOD PROJECT NO. 0057520.00

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CITY OF AUBREY
WINN RIDGE FIRST RESPONDER PARK

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CITY OF AUBREY

ADVERTISEMENT FOR BIDS

1st Advertisement: **May 23, 2025**

2nd Advertisement: **May 30, 2025**

The City of Aubrey is soliciting bid proposals for the construction of the following project:

WINN RIDGE FIRST RESPONDER PARK

Sealed proposals must be delivered to:

Physical Address:

**City of Aubrey
107 South Main Street
Aubrey, Texas 76227**

Mailing Address:

**City of Aubrey
107 South Main Street
Aubrey, Texas 76227**

Proposals shall be received no later than **June 11th at 2:00 PM**. The proposals will be publicly opened and read aloud at a different location on **June 11th at 3:00 PM at the City Council Chambers: 226 Countryside Drive, Aubrey, TX 76227**. Bids received after this time will be returned unopened. Address proposals to **Jenny Hicks, City Secretary**.

The project entails the installation of new sidewalks, play equipment, dog park, fencing, concrete curbs, fall surfacing, site furnishings and artificial turf, planting, sidewalk connections to existing structures and landscape and irrigation improvements.

Contract Documents, including Plans and Specifications, may be examined without charge in the:

Landscape Architect	Owner
Westwood Professional Services, Inc.	City of Aubrey
118 N. Ohio Street	107 South Main Street
Celina, TX 75009	Aubrey, TX 76227
Tricia Woliver, PLA	Jenny Hicks, City Secretary

Further information regarding this project may be obtained by contacting:

Tricia Woliver, PLA. at tricia.woliver@westwoodps.com.

Advertisement and bid phase information for the Project can be found at the following web site:

www.civcast.com.

Contract Documents may be downloaded or viewed free of charge at this web site. It is the downloader's responsibility to determine that a complete set of documents, as defined in the Instructions to Bidders are received. Printed copies of the Contract Documents may be purchased at the website for the cost of printing. The cost for printed Contract Documents is not refunded.

This web site will be updated periodically with addenda, plan holders lists, bid tabulations, additional reports, or other information relevant to bidding the Project.

To be accepted, a bid must be accompanied by a bid security instrument payable to the City of Aubrey, Texas, in an amount not less than five (5%) percent of the total base bid, in the form of either (a) a cashier's check or certified check on a Texas bank or thrift with FDIC insurance or (b) an acceptable bidder's bond with a surety authorized to operate in the State of Texas.

Performance, Payment, and Maintenance Bonds will be required.

In case of ambiguity or lack of clearness in stating bid/proposal prices, the City of Aubrey reserves the right to adopt the most advantageous construction thereof, to reject any or all bids, and to waive formalities. No bid may be withdrawn within ninety (90) days after the date on which bids are opened.

CITY OF AUBREY

Chris Rich

Mayor

END OF SECTION

Section 00 21 00

INSTRUCTION TO BIDDERS

1.01 Use of Separate Bid Forms

These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document, completed or executed. Separate bid forms are provided for your use.

1.02 Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for clarification shall be made in writing to the City or engineer no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than seven (7) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

If an addendum to the bid package is necessary, it must be distributed to each potential bidder. The distribution of an addendum shall be verified either by statements of receipt or registered/certified mail receipts, which shall be included in the public works construction file. The addendum shall allow adequate time for consideration in bid preparation (usually at least one week). If adequate time is not available, the bid opening date must be extended and the must republish the invitation for bids containing the place, time, and date for the new bid opening. Note that any change to the original bid opening date will require republication of the invitation for bids at least once in a locally published newspaper. The republished notice will include the place, time and date for the new bid opening and must be published at least seven days prior to the new bid opening date.

1.03 Inspection of Site

Each bidder should visit the site of the proposed work and should become acquainted with the existing conditions and facilities, the difficulties and restrictions pertaining to the performance of the contract. The bidder should thoroughly examine and become familiar with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to failure to receive or examine any form or legal document or to visit the site or the conditions existing at the site. The City will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

1.04 Alternate bid items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

1.05 Bids

- a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
- c. Bid documents, including but not limited to the bid, the bid bond(s), the contractor's certifications, local opportunity plan, and the statement of the bidder's qualifications, shall

be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening.

- d. The City may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

1.06 Bid Modifications Prior to Bid Opening

- a. Any bidder may modify its bid by submitting a modification or supplemental bid at any time prior to the scheduled closing time for receipt of bids, provided such modification or supplemental bid is received by the locality prior to the closing time. The modification or supplemental bid should not reveal the original bid price but should provide only the addition, subtractions or other modifications to the original bid so that the final prices or terms will not be known by the locality until the sealed bid is open.

1.07 Bid Bond

- a. A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the City or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.
- b. The bid bond or its comparable will be returned to the bidder as soon as practical after the opening of the bids.

1.08 Statement of Bidders Qualifications

Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications. The City shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the contract, and the bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy the City that the bidder is qualified to carry out properly the terms of the contract.

1.09 Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

1.10 Corrections

Erasures or other corrections in the bid must be noted over the signature of the bidder.

1.11 Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the late arrival of the bid was

solely due to delay in the mail for which the bidder was not responsible, such bid will be received and considered.

1.12 Opening of Bids

The City shall, at the time and place fixed for the opening of bids, open each bid and publicly read it aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

1.13 Withdrawal of Bids

Bidder may withdraw the bid before the time fixed for the opening of bids, by communicating its purpose in writing to the Grant Recipient. Upon receipt of such notice, the unopened bid will be returned to the bidder. The bid guaranty of any bidder withdrawing his bid will be returned promptly.

1.14 Award of Contract/Rejection of Bids

- a. The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. The locality reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.
- b. The City reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract.

1.15 Execution of Agreement/Performance and Payment Bonds

- a. Performance Bonds - Requires all prime contractors which enter into a formal contract in excess of \$100,000 with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to obtain a Performance Bond in the amount of the contract before commencing with work
- b. Payment Bonds- Requires all prime contractors which enter into a formal contract with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to furnish to the governmental entity a payment bond in the amount of the contract. The payment bond must be filed within 30 days from the date of the Notice of Award:
 - o Municipalities: If the contract is in excess of \$50,000, a payment bond is required.
- c. The failure of the successful bidder to execute the agreement and supply the required bonds within thirty (30) days from the date of the notice of award-or within such extended period as the locality may grant, shall constitute a default and the locality may, at its option, either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the locality may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the locality for a refund.

1.16 Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin, and other civil rights requirements.

END OF SECTION

Section 00 31 00

Equal Opportunity Guidelines for Construction Contractors

Note: To be included in bid packet and distributed at the preconstruction conference (optional)

1. **What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?**
For contracts over \$ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
2. **Are construction contractors required to ensure a legal working environment for all employees?**
Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**
No, two or more women should be assigned to each site when possible.
4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**
Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.
5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**
Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.
6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**
If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to the City.
7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**
Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.
8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**
Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.
9. **Are any in-service training programs provided for staff to update the EEO policy?**
At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

10. **What recruitment efforts are made for Section 3 residents, minorities and women?**
The construction contractor must notify both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.
11. **Are any measures taken to encourage promotions for minorities and women?**
Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.
12. **What efforts are taken to insure that personnel policies are in accordance with the EEO policy?**
Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.
13. **Can women be excluded from utilizing any facilities available to men?**
No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.
14. **What efforts should be utilized to include minority and female contractors and suppliers?**
Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.
15. **If a construction contractor participates in a business related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?**
No, the construction contractor is responsible for its own compliance.
16. **Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?**
No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.
17. **What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?**
The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

END OF SECTION

Section 00 42 00

BID PROPOSAL

TO:

City of Aubrey
107 South Main Street
Aubrey, Texas 76227

Date: _____

Name of Bidder: _____

Phone: _____

Street Address: _____

City and State: _____

Zip: _____

Mailing Address: _____

City and State: _____

Zip: _____

The undersigned BIDDER, having examined the site and the Construction Contract Documents, HEREBY PROPOSES to furnish all labor, materials, tools, supplies, and necessary equipment to construct, complete in place and ready for use:

CITY OF AUBREY WINN RIDGE FIRST RESPONDER PARK

For the Total Price of:

In Words: _____ Dollars

and _____ Cents

In Figures: \$_____.

Maximum contract time required by the Contractor for completion of these improvements, beginning on the date specified in the Notice to Proceed, is 120 Calendar days. Work shall be finally complete no later than November 1, 2025.

Receipt is acknowledged of the following Addenda:

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

SUPPLEMENTS TO THIS BID:

The following Supplements are attached as an integral part of this Bid:

Document 00 43 10 - Bid Bond Form (Form May be Supplied by Bidder)
Document 00 45 10 - Form of Business
Document 00 45 13 - Statement of Bidder's Qualifications
Document 00 45 15 - Certificate of Bidder's Experience & Qualifications
Document 00 45 18 – Vendor Compliance with State Law
Document 00 45 19 - Non-Collusion Affidavit
Document 00 45 43 - Resolution of Corporation (Form May be Supplied by Bidder)
Document 00 45 50 – Conflict of Interest Questionnaire (CIQ)

This Proposal, when accepted by the OWNER, shall constitute the CONTRACT between the Parties, together with the appurtenant documents presented in the Table of Contents.

The undersigned, as Bidder, declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation.

Bidder: _____
[Print the full name of your proprietorship, partnership, corporation, or joint venture.*]

By: _____
[Signature**] [Date]

Name: _____
[Print name] [Title]

(Seal - if Bidder is
a Corporation)

ATTEST:

* If the Bid is a joint venture, add additional Bid form signature sheets for each member of the joint venture.

** The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for the Project.

Note: This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

END OF SECTION

Section 00 42 10

UNIT PRICE BID FORM

TO THE CITY OF AUBREY, TEXAS:

The undersigned hereby proposes to furnish the equipment, fuel, labor, materials, power, tools, superintendence, transportation, and to perform the work required for the construction of WINN RIDGE FIRST RESPONDERS PARK: In the City of Aubrey, Texas, for the following prices, which it is clearly and definitely understood, shall include all construction materials and equipment as set out in the basis of payment in these contractual documents and maintaining same as required by the detailed specifications.

Item No.	Qty. & Unit	Description and Price in Words	PRICE IN FIGURES*	
			Unit Price	Total
1	1 LS	Mobilization of personnel, equipment, and supplies to and from the project site for the sum of _____ dollars and _____ cents as a lump sum.		
2	1 LS	General Site Preparation for the sum of _____ dollars and _____ cents as a lump sum.		
3	1 LS	Traffic Control for the sum of _____ dollars and _____ cents as a lump sum.		
4	1 LS	Storm Water Pollution Prevention Plan (SWPPP) – including install, maintenance and removal for the sum of _____ dollars and _____ cents as a lump sum.		
5	1 EA	Furnish and place Project Sign for the sum of _____ dollars and _____ cents each.		
6	1115 LF	Furnish and Install 12" Mow Curb , complete and in place, for the sum of _____ dollars and _____ cents per linear foot.		
7	610 LF	Furnish and Install Steel Edging , complete and in place, for the sum of _____ dollars and _____ cents per linear foot.		
8	660 LF	Furnish and Install 6' HT Fence at Dog Park , complete and in place, for the Sum of _____ dollars and _____ cents per linear foot.		

Item No.	Qty. & Unit	Description and Price in Words	PRICE IN FIGURES*	
			Unit Price	Total
9	450 LF	Furnish and Install 4' HT Fence at Playground , complete and in place, for the Sum of _____ of dollars and _____ cents per linear foot.		
10	5970 SF	Furnish and Install 4" Thick Concrete Sidewalk (Proposed) , complete and in place, for the sum of _____ of dollars and _____ cents per square foot.		
11	4,865 SF	Furnish and Install Playground Surfacing (PIP) , complete and in place, for the Sum of _____ of dollars and _____ cents per square foot.		
12	3720 SF	Furnish and Install Decomposed Granite , complete and in place, for the Sum of _____ of dollars and _____ cents per square foot.		
13	995 SF	Furnish and Install Concrete Pavers , complete and in place, for the Sum of _____ of dollars and _____ cents per square foot.		
14	5 EA	Furnish and Install 6' Seating Bench , complete and in place, for the Sum of _____ of dollars and _____ cents each.		
15	1 EA	Furnish and Install Trash Receptacle , complete and in place, for the Sum of _____ of dollars and _____ cents each		
16	2 EA	Furnish and Install Pet Waste Stations , complete and in place, for the sum of _____ of dollars and _____ cents each.		
17	45 LF	Furnish and Install Masonry Seat Wall , complete and in place, for the Sum of _____ of dollars and _____ per linear foot.		
18	1 EA	Furnish and Install Emergency Response Car Play Equipment , complete and in place, for the Sum of _____ of dollars and _____ cents each.		
19	1 EA	Furnish and Install Playground (Fire Truck) , complete and in place, for the Sum of _____ of dollars and _____ cents each.		

Item No.	Qty. & Unit	Description and Price in Words	PRICE IN FIGURES*	
			Unit Price	Total
20	1 EA	Furnish and Install Playground (Fire Tower) , complete and in place, for the Sum of _____ dollars and _____ cents each.		
21	1 EA	Furnish and Install Playground (Digger with Slide) , complete and in place, for the Sum of _____ dollars and _____ cents each.		
22	3 EA	Furnish and Install Dog Park Fire hydrant , complete and in place, for the sum of _____ dollars and _____ cents each.		
23	2 EA	Furnish and Install Dog Park Water Bottle Filling Station & Drinking Fountain , complete and in place, for the sum of _____ dollars and _____ cents each.		
24	5 EA	Furnish and Install Dog Park Agility Bone (L/X) , complete and in place, for the sum of _____ dollars and _____ cents each.		
25	1 EA	Furnish and Install Dog Park Ellie's Boulder Bridge , complete and in place, for the sum of _____ dollars and _____ cents each.		
26	8720 SF	Furnish and Install Artificial turf with Drainage , complete and in place, for the sum of _____ dollars and _____ cents each.		
27	6 EA	Furnish and Install Canopy Tree, 3" cal. , complete and in place, for the sum of _____ dollars and _____ cents each.		
28	17 EA	Furnish and Install Ornamental Tree, 45 Gal. , complete and in place, for the sum of _____ dollars and _____ cents each.		
29	350 EA	Furnish and Install Shrub, 3 gal. , complete and in place, for the sum of _____ dollars and _____ cents each.		
30	1265 EA	Furnish and Install Shrub, 1 gal. , complete and in place, for the sum of _____ dollars and _____ cents each.		
31	435 EA	Furnish and Install Groundcover, 4" pot , complete and in place, for the sum of _____ dollars and _____ cents each.		

Item No.	Qty. & Unit	Description and Price in Words	PRICE IN FIGURES*	
			Unit Price	Total
32	22,690 SF	Furnish and Install Bermudagrass Sod , complete and in place, for the sum of _____ dollars and _____ per square foot.		
33	1 LS	Furnish and Install Irrigation System , complete and in place, for the sum of _____ dollars and _____ cents as a lump sum.		
34	1800 SF	Furnish and Install River Cobble, Colorado River Rock, 2-4" in size , complete and in place, for the sum of _____ dollars and _____ cents as a lump sum.		
35	300 LF	Furnish and Install 4" PVC pipe , complete and in place, for the sum of _____ dollars and _____ cents as a lump sum.		
36	1 EA	Furnish and Install 6-8" Area Drain , complete and in place, for the sum of _____ dollars and _____ cents as a lump sum.		

TOTAL AMOUNT

\$ _____

It is definitely understood that in case of a conflict among the prices quoted for any item in the Bid Form on the foregoing pages, the unit price shall govern.

Time is of the essence. The undersigned bidder agrees to begin work within fourteen (14) calendar days following a written Notice to Proceed to be and substantially complete within **120 calendar days** following the start time, but no later than November 1, 2025; provided, however, that the OWNER'S construction funds are available.

Enclosed with this Bid is a Bidder's Bond or Cashier's Check for _____ (\$_____) dollars, which it is agreed shall be collected and retained by the OWNER as liquidated damages if the OWNER accepts this bid within sixty (60) days after the opening of bids, and the undersigned bidder then fails to execute the contract and bonds with the said OWNER within ten (10) days after official notice of such acceptance; otherwise, said Bidder's Bond or Check shall be returned to the undersigned on demand. This sum of money is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages. The sum of money is fixed and agreed on between the bidder and owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage to the OWNER.

* Total represents total determined by multiplying quantity by total unit price. Unit Labor and Unit Material prices should add to give total unit price set forth in "Description and Price in Words" column.

The undersigned acknowledges receipt of the following addendum:

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

BIDDER:

Company

By: _____

Please print

Signature: _____

Title: _____

Please print

Address

(Seal if Corporation)

City

State

Zip

SECTION 00 45 10

PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated \$ Amount Local Business

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with LM/ Residents
Totals				

END OF SECTION

SECTION 00 45 13

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: _____

Bidder (Legal Name of Firm): _____

Date Organized: _____

Address : _____

: _____

Date Incorporated _____

Federal ID Number: _____

Number of Years in contracting business under present name _____

List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount \$	Completion Date
----------	-----------	-----------------

Type of work performed by your company: _____

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

Have you ever failed to complete any work awarded to you? ☐ Yes ☐ No

(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? ☐ Yes ☐ No

(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? ☐ Yes ☐ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
---------	-----------	-----------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

Major equipment available for this contract: _____

Are you in compliance with all applicable EEO requirements? ☐ Yes ☐ No
(If no, please attach summary of details on a separate sheet.)

Bank References

Address: _____ Contact Name: _____

City & State: _____ Zip: _____ Phone Number: _____

Credit available: \$ _____

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes ☐ No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this _____ day of _____, 20____.

Signature

Printed Name and Title

Company Name

Notary Statement:

_____, being duly sworn, says that he/she is the _____ Position/Title _____ of _____ (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested City/County of _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public

Signature

Printed Name

My Commission Expires: _____,

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

END OF SECTION

Section 00 45 15

**CERTIFICATE OF BIDDER'S
EXPERIENCE & QUALIFICATIONS**

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the Contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities that may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this _____ day of _____, 20____.

Name of Bidder

Contractor's License No. and State

Signature of Bidder

Title of Signatory

END OF SECTION

SECTION 00 45 16

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

☐ Yes☐ No

The undersigned hereby certifies that:

- ☐ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- ☐ The Equal Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes☐ No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

END OF SECTION

Section 00 45 18

VENDOR COMPLIANCE WITH STATE LAW

The 1985 Session of Texas Legislature passed House Bill 620 relative to the award of Contracts to non-resident bidders. This law provided for non-resident bidders to bid projects for construction, improvements, supplies or services in Texas. To be awarded these Contracts, non-resident bidder must bid an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable Contract in the state of the non-resident's principal place of business.

NOTE: A non-resident bidder is a Contractor whose corporate office or principal place of business is located outside of the State of Texas.

Item A: ALL BIDDERS

I hereby certify that our principal place of business is in the State of Texas.

YES _____ NO _____

Item B: NON-RESIDENT BIDDERS

Non-resident vendors in _____ (State), our principal place of business, are required to bid _____ % lower than resident bidders by State Law.

Non-resident vendors in _____ (State), our principal place of business, are **not** required to underbid resident bidders.

AFFIDAVIT AGAINST PROHIBITED ACTS

I hereby affirm that I am aware of the provisions of the Texas Penal Code Sec. 36.02, 36.08, 36.09, and 36.10, dealing with Bribery and Gifts to Public Servants. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and subcontractors to do the same. I am aware that any violation of these rules subjects this agreement to one or more of the following: revocation, removal from bid lists, prohibiting future Contract / subcontract work, revocation of permits and / or prosecution.

Signature

Date

Attest (if Contractor is a Corporation)

Date

END OF SECTION

NON-COLLUSION AFFIDAVIT

State of _____ §

County of _____ §

_____, being duly sworn, deposes and says that:

- (1) He (she) is _____ of _____, the Bidder submitting the attached Proposal;
- (2) He (she) is fully informed respecting the preparation and contents of the attached Bid and any and all appurtenances thereof;
- (3) Such Bid is genuine and is not a collusive Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive Bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any other person interested in the proposed contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signature: _____

Title: _____

Subscribed and sworn to me this _____ day of _____, 20__.

By: _____

Notary Public in and for _____

County, Texas

My commission expires _____

END OF SECTION

RESOLUTION OF CORPORATION

I hereby certify that it was RESOLVED by a quorum of the directors of

[Name of Corporation / Contractor]

meeting on this _____ day of _____, 20____, that _____,

[Corporate Representative]

be, and hereby is, authorized to act on behalf of the Corporation, as its representative, in all business transactions conducted in the State of Texas, and that the above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full force and effect; and in authentication of the adoption of this resolution, I subscribe my name and affix the seal of the Corporation on this

_____ day of, _____, 20____.

Secretary/Assistant Secretary

[Seal]

END OF SECTION

SECTION 00 45 60

ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, _____, the duly authorized and acting legal representative of the _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: _____ Date: _____

Print Attorney's Name: _____

Texas State Bar Number: _____

Section 00 46 00

POST-BID PROCEDURES

PART 1 – GENERAL

1.01. IDENTICAL BIDS

In the event of two or more identical low bids, the agreement will be awarded as prescribed by Chapter 271, Subchapter Z, Section 271.901 of Vernon's Texas Codes Annotated.

1.02. BID AMBIGUITY

Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions of bidding shall be construed in the favor of the City.

1.03. DISQUALIFICATION OF BIDDER(S)

Any bidder(s) may be disqualified and their bid not considered for award by any the following specific reasons:

- A. The bidder is party to any litigation against the City of Aubrey, Texas.
- B. The bidder is delinquent in performance of an existing contract or has defaulted on a previous contract with the City of Aubrey, Texas, or with another party for the same or similar kinds of work.
- C. Reasonable grounds exist for believing that the bidder lacks competency or capacity to satisfactorily and timely perform based on the bidder's financial statement, experience, equipment, existing contractual commitment, etc.

1.04. AGREEMENT, BONDS, INSURANCE AND STATE SALES TAX CERTIFICATES

Within 30 days of receipt of the Notice of Award, the lowest responsible Bidder shall execute and deliver to the Engineer for the Owner's approval those documents indicated by an "X" below:

- [X] Document 00 52 00 - Standard Form of Agreement
- [X] Document 00 61 10 - Performance Bond
- [X] Document 00 61 15 - Payment Bond
- [X] Document 00 61 20 - Maintenance Bond
- [X] Document 00 61 25 - Certificate of Insurance (Form to be Supplied by Contractor)
- [X] Document 00 61 30 - State Sales Tax - Separated Contract Certificate
- [X] Document 00 61 40 – Contractor's Act of Assurance
- [X] Document 00 61 50 – Certification Regarding Debarment

END OF SECTION

**STANDARD FORM OF AGREEMENT
BETWEEN THE CITY OF AUBREY AND CONTRACTOR**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2025 by and between the City of Aubrey (hereinafter called OWNER) and

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. PROJECT SCOPE

The PROJECT for the WORK detailed under the Contract Documents (see Article 8 of this Agreement for items included in the Contract Documents) is generally identified as following:

City of Aubrey Winn Ridge First Responder Park

Article 2. CONTRACT TIME.

The Work will be completed within the time stated in the Bid Proposal, and ready for payment in accordance with paragraph 1.51.4 of the General Provisions.

Article 3. CONTRACT PRICE.

3.1. OWNER shall pay CONTRACTOR the prices in the CONTRACTOR'S bid proposal plus additional work performed or when authorized by OWNER.

Article 4. PAYMENT PROCEDURES.

4.1. Payment to CONTRACTOR will be monthly upon receipt of invoices from the CONTRACTOR. All charges are to be less sales tax as OWNER is tax-exempt.

Article 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this agreement, CONTRACTOR makes the following representations:

5.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents and Specifications.

5.2. CONTRACTOR has correlated the results of all such observations and studies with the terms and conditions of the Contract Documents.

5.3. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by OWNER is acceptable to CONTRACTOR.

Article 6. MISCELLANEOUS.

6.1. ASSIGNMENTS: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment will release the assignor from any duty or responsibility under the Contract Documents.

6.2. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.3. **TERMINATION:** OWNER may terminate the Contract by giving CONTRACTOR notice in writing. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this Contract to the date of termination. OWNER shall then pay CONTRACTOR that portion of the prescribed charges which the services actually performed under this Contract bear to the total services called for under this Contract less such payments on account of the charges as have been previously made.

6.4. **SUBCONTRACTING:**

1. CONTRACTOR shall not award any work to any subcontractor until CONTRACTOR submits to OWNER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as OWNER may require.
2. CONTRACTOR shall be fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.
3. Nothing contained in this Contract shall create any contractual relation between any subcontractor and OWNER. CONTRACTOR is an independent contractor.

Article 7. GOVERNING LAWS, VENUE.

The Contract shall be construed according to the laws of the State of Texas; and, venue shall lie in the State district courts of Denton County, Texas.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between the OWNER and CONTRACTOR, same being attached hereto and incorporated herein as Exhibit A, consist of the following:

- 8.1 The Contract Documents consist of the documents listed in the table of contents of the Project Manual and the drawings listed on the Sheet Index in the Drawings.
- 8.2 Addenda numbers 1 to 2, inclusive.
- 8.3 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to Article 1.20.2 of the General Provisions. The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).
- 8.4 Contractor's References

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Article 1.20.2 of the General Provisions.

Article 9. INDEMNIFICATION.

The CONTRACTOR hereby agrees to defend, indemnify, and hold the City and all of its officers, agent, employees, and elected officials whole and harmless against any and all claims for damages, cost, and expenses of persons or property that may arise out of, or be occasioned by, of from any negligent act, or

omission of the CONTRACTOR, or any agent, servant, or employee of the CONTRACTOR in the execution of performance of this Contract, without regard to whether such persons are under the direction of City agents or employees.

Executed on behalf of the CONTRACTOR by its owner shown below, and on behalf of the OWNER by its City Manager, or authorized representative, this agreement will be effective

on the _____ day of _____, 20 ____.

OWNER:

CITY OF AUBREY
107 SOUTH MAIN STREET
AUBREY, TEXAS 76227

CONTRACTOR:

Name: _____

By: _____

Chris Rich, Mayor

Print Name

By: _____

Print Name

Telephone Number

CONTRACTOR'S Seal
(if incorporated)

(City Attorney review if Contracted Service Cost is Greater than \$15,000)

Approved as to Form and Legality this _____ day of _____, 20 ____.

OWNER's Attorney

END OF SECTION

Section 00 61 05

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT TITLE: _____

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____ (Words) _____ (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest _____
Signature and Title

-
- Note: (1) Above addresses are to be used for giving required notices.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible and responsive Bidder as determined by OWNER for the Work required by the Contract Documents, provided that:
 - A. If there is no such next lowest, responsible and responsive Bidder, and OWNER does not abandon the Project, then Bidder and Surety shall pay to OWNER the penal sum set forth on the face of this Bond, and
 - B. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by Bidding Documents.
3. This obligation shall be null and void if:
 - A. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - B. All Bids are rejected by OWNER, or
 - C. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 180 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirements of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

END OF SECTION

Section 00 61 10
PERFORMANCE BOND

STATE OF TEXAS }
COUNTY OF DENTON }

Bond # _____

That _____, of the
City of _____, County of _____, and State of _____, as principal,
, and _____
authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto
_____ (Owner),
in the penal sum of _____ Dollars
(\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs,
administrators, executors, successors and assigns, jointly and severally, by these presents:

Principal has entered into a certain written contract with the Owner, dated the _____ Day of _____,
20_____, to

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall
faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants,
conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and
according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation
shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Texas Government Code, Chapter
2253, as amended, and Article 7.19-1 of the Insurance Code, as amended, and all liabilities on this bond shall be determined in
accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of
the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in
anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or
addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day
of _____, 20_____.

Principal

By: _____

Title: _____

Address: _____

Surety

By: _____

Title: _____

Address: _____

The name and address of the Resident Agent of Surety is _____

* Not applicable for federal work. See "The Miller Act," 40 U.S.C. §270.

Section 00 61 15

PAYMENT BOND

STATE OF TEXAS }
COUNTY OF DENTON }

Bond # _____

That _____, of the
City of _____, County of _____, and State of _____, as principal,
, and _____
authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto
_____ (Owner),
in the penal sum of _____ Dollars
(\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs,
administrators, executors, successors and assigns, jointly and severally, by these presents:

Principal has entered into a certain written contract with the Owner, dated the _____ Day of _____,
20_____, to

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay
all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract,
then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Texas Government Code, Chapter
2253, as amended, and Article 7.19-1 of the Insurance Code, as amended, and all liabilities on this bond shall be determined in
accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of
the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in
anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or
addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day
of _____, 20_____.

Principal

By: _____

Title: _____

Address: _____

Surety

By: _____

Title: _____

Address: _____

The name and address of the Resident Agent of Surety is _____

**00 61 20
MAINTENANCE BOND**

Bond # _____

**THE STATE OF TEXAS }
COUNTY OF _____ } **KNOW ALL PERSONS BY THESE PRESENTS:****

THAT _____, as Principal,
and _____, a Corporation organized under
the laws of _____, as sureties, do hereby expressly
acknowledge themselves to be held and bound to pay unto the _____, a Municipal Corporation, Texas,
the sum of _____ Dollars
and _____ Cents (\$ _____), which this amount is _____ %
of the total contract amount of (\$ _____), for the payment of which sum will and truly be made
unto said _____, and its successors, said principal and sureties do
hereby bind themselves, their assigns and successors jointly and severally.

THIS obligation is conditioned; however, that whereas, the said _____
_____ has this day entered into a written contract with the
said _____ to build and construct _____
_____ which contract and the plans and specifications therein mentioned, adopted by the _____ are hereby
expressly made a part thereof as through the same were written and embodied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the Contractor will maintain and keep in good repair, the work herein contracted to be done and performed, for a period of two (2) years from the date of the acceptance of said work, and to do all necessary repairs and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the Contractor. It being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material and charge the same against the said Contractor, and sureties on this obligation, and the said Contractor and sureties hereon shall be subject to the liquidation damages mentioned in said contract for each day's failure on its' part to comply with the terms of said provisions of said contract. Now, therefore, if the said Contractor shall keep and perform its' said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have not further effect, but if default shall be made by the said Contractor in the performance of its' contract to so maintain and repair said work, then these presents shall have full force and effect, and said _____ shall have and receive from the said Contractor and its' principal and sureties damages in the premises, as provided; and it is further agreed that this obligation shall be a continuing one against the principal and sureties, hereon, and that successive recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time.

IN WITNESS THEREOF, the said _____ has
caused these presents to be executed by _____ and
the said _____ has caused these presents
to be executed by its' Attorney in fact and the said Attorney in fact _____, has
hereunto set his hand, the _____ day of _____, 20____.

SURETY:

By: _____

WITNESS:

PRINCIPAL:

By: _____

ATTEST:

Secretary

NOTE: Date of Maintenance Bond must not be prior to date of Contract.

Section 00 61 25

CERTIFICATE OF INSURANCE

Insert following this page Certificate(s) of Insurance on form supplied by Contractor's insurance provider(s).

END OF SECTION

STATE SALES TAX - SEPARATED CONTRACT CERTIFICATE

TO: CITY OF AUBREY

DATE: _____

107 South Main Street

Aubrey, Texas 76227

SUMMARY SEPARATION OF MATERIALS AND LABOR:

The total amount bid shall be separated into Materials Costs and Services Charges, which result in a "Separated Contract". The Bidder is expected to comply with all the requirements of the State Sales Tax Law, plus separate the total Contract amount, for the total amount bid listed in the Proposal into material costs and services charges as provided below.

MATERIALS.....\$ _____

SERVICES.....\$ _____

TOTAL AMOUNT BID.....\$ _____

PRINCIPAL

(_____) _____
TELEPHONE NUMBER

SIGNATURE

NAME & TITLE

END OF SECTION

Section 00 61 40

CONTRACTOR'S ACT OF ASSURANCE

THE STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared _____, Affiant,
[Affiant]

who being by me duly sworn on his oath stated that he is _____, of
[Title]

the _____, Contractor, that he is authorized to represent Contractor
[Contractor]

pursuant to provisions of a resolution adopted on this _____ day of _____, 20____. A duly
certified copy of such resolution is attached to and is hereby made a part of this document.

Affiant, in such capacity declares and assures the Owner that Contractor will construct the Project in accordance
with sound construction practice, all laws of the State of Texas, and the regulations of the Owner.

[Affiant]

SWORN AND SUBSCRIBED before me on this _____ day of _____, 20____.

Notary Public in and for the State of TEXAS

[Print or Type Notary Public Name]

My Commission Expires: _____

[Expiration Date]

[Seal]

END OF SECTION

Section 00 61 50

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

[Typed Name of Company:]

[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

[Date]

If unable certify the above statements, explanation is attached.

END OF SECTION

SECTION 00 72 00

GENERAL CONDITIONS - PART I FOR CONSTRUCTION

1. Contract and Contract Documents

- (a) The project to be constructed pursuant to this contract will be financed by the City of Aubrey and is subject to all applicable Federal and State laws and regulations.
- (b) The Plans, Specifications and Addenda shall form part of this contract and the provisions thereof shall be binding upon the parties as if they were herein fully set forth.

2. Definitions

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- (a) The term "Contract" means the Contract executed between the City of Aubrey, hereinafter called the "City" and (Name of Construction Co.), hereinafter called "Contractor", of which these GENERAL CONDITIONS, form a part.
- (b) The term "Project Area" means the area within the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- (c) The term "Engineer" means Westwood, Engineer in charge, serving the City with architectural or engineering services, his successor, or any other person or persons, employed by the City for the purpose of directing or having in charge the work embraced in this Contract.
- (d) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

3. Supervision by Contractor

- (a) Except where the Contractor is an individual and personally supervises the work, the Contractor shall provide a competent superintendent, satisfactory to the Engineer, on the work at all times during working hours with full authority to act as Contractor's agent. The Contractor shall also provide adequate staff for the proper coordination and expediting of his work.
- (b) The Contractor shall be responsible for all work executed under the Contract. Contractor shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4. Subcontracts

- (a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until Contractor has verified the subcontractor is eligible to participate in publicly funded contracts.
- (b) No proposed subcontractor shall be disapproved by the City except for cause.
- (c) The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- (d) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

5. Fitting and Coordination of Work

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

6. Payments to Contractor

(a) Partial Payments

- 1) The Contractor shall prepare the requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment, and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.
- 2) Monthly or partial payments made by the City to the Contractor are advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the City. Such payments shall not constitute a waiver of the right of the City to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the City in all details.

(b) Final Payment

- 1) After final inspection and the acceptance by the City of all work under the Contract, the Contractor shall prepare the requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Contract. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments.
- 2) Before paying the final estimate, City shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor. The City may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
- 3) Any amount due the City under Liquidated Damages shall be deducted from the final payment due the contractor.

(c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the City shall be made subject to submission by the Contractor of all written certifications required of it and its subcontractors.

(d) Withholding Payments

The City may withhold any payment due the Contractor as deemed necessary to protect the City, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the City and will not require the City to determine or adjust any claims or disputes between the Contractor and its subcontractors or material dealers, or to withhold any moneys for their protection unless the City elects to do so. The failure or refusal of the City to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7. Changes in the Work

- (a) The City may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any obligations under the Contract or any guarantee given pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety

or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by the City prior to execution of same.

- (b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the City authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- (c) If applicable unit prices are contained in the Contract, the City may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).
- (d) Each change order shall include in its final form:
 - 1) A detailed description of the change in the work.
 - 2) The Contractor's proposal (if any) or a confirmed copy thereof.
 - 3) A definite statement as to the resulting change in the contract price and/or time.
 - 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
 - 5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8. Claims for Extra Cost

- (a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the City, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- (b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or benchmarks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- (c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the City and work shall not proceed except at the Contractor's risk, until written instructions have been received from the City.
- (d) If, on the basis of the available evidence, the City determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

9. Termination, Delays, and Liquidated Damages

- (a) Right of the City to Terminate Contract for Convenience

City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any

payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

(b) Right of the City to Terminate Contract for Cause

In the event that any of the provisions of this contract are violated by the Contractor, or by any subcontractors, the City may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the City shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the City may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the City for any excess cost incurred. In such event the City may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

(c) Liquidated Damages for Delays.

If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the City as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$500.00 for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the City for the amount thereof.

(d) Excusable Delays.

- 1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
- 2) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- 3) Any acts of the City;
- 4) Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
- 5) Provided, however, that the Contractor promptly notifies the City within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the City shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

10. Assignment or Novation

The Contractor shall not assign nor transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, Contractors, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

11. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical

Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the City for review. Contractor shall be liable for any issues or expenses in the event the discrepancy is not submitted to the City.

12. Shop Drawings

- (a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in five (5) copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at Contractor's own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.
- (b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- (c) If a shop drawing is in accordance with the contract or involves only minor adjustment in the interest of the City not involving a change in contract price or time, the engineer may approve the drawing. The approval shall not relieve the Contractor from responsibility to adhere to the contract or for any error in the drawing.

13. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the City for any additional information which should be furnished by the City under the terms of this Contract, and which is required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

14. Materials and Workmanship

- (a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- (b) The Contractor shall furnish to the City for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
- (c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- (d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- (e) The City may require the Contractor to dismiss from the work such employee or employees as the City or the Engineer may deem unqualified.

15. Samples, Certificates and Tests

- (a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- (b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- (c) Approval of any materials shall be general only and shall not constitute a waiver of the City's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- (d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - 2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
 - 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
 - 4) The City will pay all other expenses.

16. Permits and Codes

- (a) The Contractor shall give all notices required by and comply with all applicable federal and state laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the City. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the City will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.
- (b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the City.
- (c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- (d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.
- (e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.

- (f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the City, shall moisten the surrounding area to prevent a dusty condition.

17. Care of Work

- (a) The Contractor shall be responsible for all damages to person or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- (b) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the City is authorized to act to prevent such threatened loss or injury. Contractor shall follow all instructions of City.
- (c) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and shall be responsible for completely repairing any damage thereto caused by the operations.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

18. Accident Prevention

- (a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Department of Labor.
- (b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- (c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
- (d) The Contractor shall indemnify and hold harmless the City from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- (e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.
- (f) The contractor shall at all time conduct work in such a manner as to ensure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the City, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the City at the expense of the Contractor.

19. Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for laborers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved

source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

20. Use of Premises

- (a) The Contractor shall confine equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the City, and shall not unreasonably encumber the site or public rights of way with materials and construction equipment.
- (b) The Contractor shall comply with all reasonable instructions of the City and all existing federal, state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

21. Removal of Debris, Cleaning, Etc.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

22. Inspection

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the City and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The City shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the City.
- (b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the City will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.
- (c) The Contractor shall notify the City sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the City, the Contractor shall uncover for inspection and recover such facilities at Contractor's expense, when so requested by the City.
- (d) Should it be considered necessary or advisable by the City at any time before final acceptance of the entire work to make an examination of work already completed, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be reimbursable and if completion of the work of the entire Contract has been delayed, a suitable extension of time will be approved.
- (e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards to: (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- (f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the City or its agents shall relieve the Contractor or its sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

23. Review by City

The City and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the City through its authorized representatives or agents.

24. Final Inspection

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the City in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The City will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

25. Deduction for Uncorrected Work

If the City deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the City and subject to settlement, in case of dispute, as herein provided.

26. Insurance

The Contractor shall not commence work under this contract until all required insurance under this paragraph has been secured and approved by the City.

- (a) Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.
- (b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts stated in Specification Section 00 73 10 Special Provisions.
- (c) Proof of Insurance: The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the City."

27. Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same, together with all improvements and appurtenances constructed or placed by Contractor, to the City free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

28. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the City or the public shall constitute an acceptance of work not done in accordance with the Contract or

relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 24 months from the date of final acceptance of the work.

29. Job Offices

- (a) The Contractor and its subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The City shall be consulted with regard to locations.
- (b) Upon completion of the improvements, or as directed by the City, the Contractor shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

30. Partial Use of Site Improvements

The City may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

- (a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- (b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

31. Local Program Liaison

For purposes of this Agreement, the Public Works Director or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

32. Access to Information

- (a) The City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the contract award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's contract with the Contractor.
- (b) Contractor shall include the substance of this clause in all subcontracts it awards.

33. Records Retention

- (a) The Contractor shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
- (b) Contractor shall include the substance of this clause in all subcontracts it awards.

34. Resolution of Program Non-Compliance and Disallowed Costs

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or city requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

35. Conflicts of interest.

- (a) Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of award between Contractor and the City, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Firm shall take appropriate steps to assure compliance.
- (b) Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the award between the Contractor and the City, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance.
- (c) The Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the award between Contractor and the City or this Contract. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the award between Contractor and the City or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

36. Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

37. Procurement of Recovered Materials

The Contractor shall comply with section 6002 of the Solid Waste Act, as amended by the Resource Conservation and Recovery Act, procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000 as long as such procurement is economically feasible.

38. [For Contracts that exceed \$100,000] Anti-Lobbying

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

39. [For Contracts > \$100K] Overtime Requirements

No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be.

40. [For Contracts > \$150K] Clean Air Act and the Federal Water Pollution Control Act

The Contractor or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

41. Equal Opportunity Clause [applicable to contracts and subcontracts over \$10,000].

During the performance of this contract, the Contractor agrees as follows:

- (a.) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b.) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c.) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (d.) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e.) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f.) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g.) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h.) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

42. Section 109 of the Housing and Community Development Act of 1974.

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

43. Section 504 Rehabilitation Act of 1973, as amended.

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

44. Age Discrimination Act of 1975.

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

45. Contract Documents and Drawings

The City will furnish the Contractor without charge three (3) copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

46. Contract Period

The work to be performed under this contract shall commence within the time stipulated by the City in the Notice to Proceed, and shall be fully completed within 120 calendar days thereafter.

47. Liquidated Damages

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the City the sum of Five Hundred Dollars (\$500.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

48. Gender Neutral - Gender References

When necessary, unless the context clearly requires otherwise, any gender-specific or gender-neutral term in this Contract (for example, he, she, it, etc.) is to be read as referring to any other gender or to no gender.

END OF SECTION

SPECIAL CONDITIONS

Part 1 – GENERAL

- 1.1 PROJECT SPECIFICATIONS: Technical Specifications for the project shall consist of the following:
- A. Specific and general notes, instructions, and specifications included herein and on the Construction Plans.
 - B. "Standard Specifications for Public Works Construction, North Central Texas", October 2004 edition, as prepared by the North Central Texas Council of Governments.
- 1.2 DISCREPANCIES: In the event the information on the plan set differs from the information provided in the specifications, the plan set shall govern.
- 1.3 CONSTRUCTION STAKING: The Contractor shall be responsible for the establishment of all lines and grades required for completion of the construction of these improvements.
- 1.4 CONSTRUCTION OBSERVATION: The OWNER will provide, at their expense, Construction Observation during the course of the project.
- 1.5 UNIT PRICES: This project shall be administered as a unit price project. Payment to the Contractor shall be made based upon actual quantities completed for each item. Items included in the unit prices shall include material, labor, backfill, excavation, embedment and other incidental items required to complete the project.
- 1.6 PAYMENT FOR WORK COMPLETED: Upon completion of the project, and acceptance of the improvements by the OWNER, the Contractor shall submit a final request for payment based on work actually completed. Monthly requests for partial payment for work completed and material stored on-site shall be made. If the project is suspended for more than 30 days by the OWNER, at no fault of the Contractor, the Contractor shall submit a request for partial payment as outlined in the Specifications.
- 1.7 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A. The date of commencement will be fixed in a Notice to Proceed issued by the OWNER.
 - B. The Contractor shall achieve Substantial Completion of the entire work not later than fifty (50) Calendar Days from the date established on the Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.
- 1.8 INSURANCE: The Contractor will be required to provide insurance as outlined in the Insurance Requirements Section.
- 1.9 STORMWATER POLLUTION CONTROL
- A. Comply with the current requirements of TPDES General Permit No. TXR15000 (General Storm Water Permit) set forth by the Texas Commission on Environmental Quality for the duration of the Project:
 - 1. Develop a Storm Water Pollution Prevention Plan meeting all requirements of the General Storm Water Permit.
 - 2. Submit of a Notice of Intent to the Texas Commission on Environmental Quality.
 - 3. Develop and implement appropriate Best Management Practices as established by local agencies of jurisdiction.
 - 4. Provide all monitoring and/or sampling required for reporting to the Texas Commission on Environmental Quality.

5. Submit reports to the Texas Commission on Environmental Quality as required as a condition of the permit.
 6. Submit copies of the reports to the Construction Manager as Record Data in accordance with Section 01 33 00 Submittal Procedures.
 7. Retain copies of these documents on-site at all times for review and inspection by the Owner or regulatory agencies. Post a copy of the permit as required by regulations.
 8. Pay all costs associated with complying with the provisions of the General Storm Water Permit. Assume solely responsible for implementing, updating, and modifying the General Storm Water Permit per regulatory requirements the Storm Water Pollution Prevention Plan and Best Management Practices.
- B. Use forms required by the Texas Commission on Environmental Quality to file the Notice of Intent. Submit the Notice of Intent at least two days prior to the start of construction. Develop the Storm Water Pollution Prevention Plan prior to submitting the Notice of Intent. Provide draft copies of the Notice of Intent, Storm Water Pollution Prevention Plan, and any other pertinent Texas Commission on Environmental Quality submittal documents to Owner for review prior to submittal to the Texas Commission on Environmental Quality.
- C. Return any property disturbed by construction activities to either specified conditions or pre-construction conditions as set forth in the Contract Documents. Provide an overall erosion and sedimentation control system that will protect all undisturbed areas and soil stockpiles/spoil areas. Implement appropriate Best Management Practices and techniques to control erosion and sedimentation and maintain these practices and techniques in effective operating condition during construction. Permanently stabilize exposed soil and fill as soon as practical during the Work.
- D. Assume sole responsibility for the means, methods, techniques, sequences, and procedures for furnishing, installing, and maintaining erosion and sedimentation control structures and procedures and overall compliance with the General Storm Water Permit. Modify the system as required to effectively control erosion and sediment.
- E. Retain copies of reports required by the General Storm Water Permit for three years from date of final completion

1.10 POLLUTION CONTROL

- A. Prevent the contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations. Provide adequate measures to prevent the creation of noxious air-borne pollutants. Prevent dispersal of pollutants into the atmosphere. Do not dump or otherwise discharge noxious or harmful fluids into drains or sewers, nor allow noxious liquids to contaminate public waterways in any manner.
- B. Provide equipment and personnel and perform emergency measures necessary to contain any spillage.
 1. Contain chemicals in protective areas and do not dump on soil. Dispose of such materials at off-Site locations in an acceptable manner.
 2. Excavate contaminated soil and dispose at an off-Site location if contamination of the soil does occur. Fill resulting excavations with suitable backfill and compact to the density of the surrounding undisturbed soil.
 3. Provide documentation to the Owner which states the nature and strength of the contaminant, method of disposal, and the location of the disposal Site.
 4. Comply with local, State and Federal regulations regarding the disposal of pollutants.

END OF SECTION

Section 00 73 10

SPECIAL PROVISIONS FOR BIDDING

PART 1 – GENERAL

1.01 BONDS

Bidders must submit with the Bid a Cashier's or Certified Check payable to the City of Aubrey, in the amount of 5% of the maximum price bid, or submit a Bid Bond in the same amount from a surety Company to the City, as a guarantee that the bidder will enter into a contract and execute the required bonds after the acceptance of the bid and award of the contract.

In accordance with Chapter 2253 of the Local Government Code of Texas, V.T.C.A., the successful bidder will be required to furnish Performance, Payment, and Maintenance Bonds in the full amount of the contract. The Bonds must be executed by an approved Surety Company holding a permit from the State of Texas to act as Surety. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the Surety and certified to include the date of the bond.

1.02. WARRANTY

The work performed under this Contract shall be warranted to be free from defects in materials and workmanship for a period of two (2) years from the date of acceptance. If the owner determines that the process has failed during the warranty period, the Contractor will perform and make all repairs at no additional cost to the Owner.

1.03 INSURANCE REQUIREMENTS

A. CONTRACTOR'S INSURANCE

Without limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the contract the CONTRACTOR and each subcontractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the OWNER. Certificates of each policy shall be delivered to the OWNER before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without 30 days advance written notice being given to the OWNER, except when the policy is being canceled for nonpayment of premium, in which case 10 days advance written notice is required. Prior to the effective date of cancellation, the CONTRACTOR must deliver to the OWNER a replacement certificate of insurance or proof of reinstatement. Coverage shall be of the following types and not less than the specified amounts.

- (1) workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the OWNER; employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease --- each employee, \$500,000 disease-policy limit.

- (2) commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this contract, fully insuring CONTRACTOR'S (or subcontractor's) liability for injury to or death of OWNER'S employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth below:

General Aggregate	\$1,000,000
Products – Components/Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$ 600,000
Each Occurrence	\$ 600,000
Fire Damage (any one fire)	\$ 50,000
Medical Expense (any one person)	\$ 5,000

The policy shall include coverage extended to apply to operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with OWNER.

- (3) comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 for bodily injury (per accident) and \$100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

B. OWNER'S PROTECTIVE LIABILITY INSURANCE

CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under this contract an OWNER'S protective liability insurance policy naming the OWNER and the Engineer as insureds for property damage and bodily injury, which may arise in the prosecution of the work or CONTRACTOR'S operations under this contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the CONTRACTOR'S liability insurance with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence and \$1,000,000 aggregate.

C. "UMBRELLA" LIABILITY INSURANCE

If required by OWNER, CONTRACTOR shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring CONTRACTOR for an amount of not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. OWNER and Engineer shall be named as additional insureds.

D. POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

- (1) Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:
- (i) each policy shall name the OWNER as an additional insured as to all applicable coverage;

- (ii) each policy shall require that 30 days prior to the cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to OWNER by certified mail. If the policy is canceled for nonpayment of premium, only 10 days written notice to OWNER is required.
 - (iii) the term "OWNER" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the OWNER and individual members, employees and agents thereof in their official capacities and/or while acting on behalf of the OWNER;
 - (iv) the policy phrase "other insurance" shall not apply to the OWNER where the OWNER is an additional insured on the policy; and
 - (v) all provisions of the contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- (2) Insurance furnished by the CONTRACTOR shall be in accordance with the following requirements:
- (i) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the CONTRACTOR. The OWNER'S decision thereon shall be final;
 - (ii) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and
 - (iii) all liability policies required herein shall be written with an "occurrence" basis coverage trigger.
- (3) CONTRACTOR agrees to the following:
- (i) CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the OWNER, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies;
 - (ii) companies issuing the insurance policies and CONTRACTOR shall have no recourse against the OWNER for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the CONTRACTOR;
 - (iii) approval, disapproval or failure to act by the OWNER regarding any insurance supplied by the CONTRACTOR (or any subcontractors) shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONTRACTOR from liability; and

- (iv) no special payments shall be made for any insurance that the CONTRACTOR and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

E. VEHICLES INSURANCE

The successful Bidder shall meet the minimum Texas State Financial Responsibility Act requirements for the operation of vehicle(s) used while performing services in the City.

1.04. ASSIGNMENT

The successful Bidder's rights and duties awarded by the agreement may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

1.05. CONTRACT TIME AND LIQUIDATED DAMAGES

As time is of the essence on this Contract, the Contractor agrees to commence work under this Contract within fourteen (14) calendar days from the date specified in the "Notice to Proceed" and to totally complete the work within fifty (50) consecutive calendar days after the date specified in the "Notice to Proceed", subject to such extensions of time as are indicated in the General Provisions. The Contractor further agrees to pay as liquidated damages, the sum of \$500.00 for each calendar day that any work remains uncompleted after the time specified above or after any extensions of time as are provided in the General Provisions. It is understood between the parties hereto that the sum of \$500.00 per day shall be treated as liquidated damages and not as a penalty, and the Owner may withhold from the Contractor's compensation such sums as liquidated damages.

1.06 PAYMENT

Contractor shall submit to the City a monthly invoice for services performed that month. The City is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in the bid price.

1.07 SITE SURVEYING

The Contractor shall be responsible for all required site surveying to include: lines, grades, centerlines, off-set stakes, etc. necessary to lay out and install the paving, storm drain, water, and sanitary sewer system improvements as designed and shown on the plan sheets in these contract documents.

1.08 UTILITY LOCATES AND COORDINATION

The Contractor shall be responsible for securing the services of a utility location firm to provide "locates" for any underground utilities in the areas of the proposed construction. All coordination of such activities shall be the responsibility of the Contractor.

1.09. CITIZEN NOTIFICATION

The Contractor shall be responsible for the preparation and distribution of a City-approved "Notice of Construction" letter to all businesses and residents who will be directly affected by the proposed paving, storm drain, water, and sewer construction activities. The City Project Inspector will designate to the Contractor which houses/businesses are to receive the notices. This notice must include contact phone numbers for the Contractor and a brief description of the duration and general type of work to be done.

1.10. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications. All change orders to the agreement will be made in writing and not effective unless signed by an authorized representative of the City.

1.11. NON-DISCRIMINATION

- A. Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, disability, or place of birth.
- B. Contractor shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, ancestry, national origin, disability, or place of birth. This action shall include, but not be limited to, the following; employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

1.12. LIENS

The successful Bidder agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

1.13. PATENT INDEMNITY

The successful Bidder hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

1.14. INDEMNITY

The successful Bidder agrees to defend, indemnify, and hold the City and all of its officers, agent, employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the successful Bidder, or any agent, servant, or employee of the successful Bidder in the execution of performance of this agreement, without regard to whether such persons are under the direction of City agents or employees.

1.15. GRATUITIES/BRIBES

The City may, by written notice to the successful Bidder, cancel this agreement without liability to the successful Bidder if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the agreement. In addition, the successful Bidder may be subject to penalties stated in Title 8 of the Texas Penal Code.

1.16. TERMINATION OF AGREEMENT

The City reserves the right to terminate this agreement with ten (10) days written notice if the successful Bidder fails to perform in a manner deemed acceptable to the City. Upon delivery of such notice by the City to the successful Bidder, the successful Bidder shall discontinue all services in connection with the performance of this agreement and shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Bidder shall submit a statement to the City for payment of that portion of agreement successfully performed.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 00 73 50

LOCAL SPECIAL PROVISIONS

1. Purpose of Special Provisions

This project shall be constructed in accordance with the CITY OF AUBREY SPECIAL CONSTRUCTION SPECIFICATIONS and the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION as issued by the North Central Texas Council of Governments, as it may be amended from time to time, hereinafter referred to as COG SPECS which standard specifications, including the General Conditions of the Agreement therein contained, as specifically incorporated herein and made a part of this agreement the same as if written herein; provided that where any discrepancies occur between the Special Provisions and the Standard Specifications, the Special Provisions shall govern.

The Special Provisions are included herein for the purpose of adapting the Standard Specifications to the project which is subject to this agreement and of adding thereto such further provisions as may be necessary to state the agreement in its entirety.

2. Scope of Work

- A. The work governed by these specifications is located in the City of Aubrey, Texas, and consists of the installation of a prefabricated pedestrian bridge with supporting concrete structures, concrete sidewalk, post-tensioned concrete sports court slab, site furnishings and associated landscape and irrigation improvements.
- B. The intent of the contract documents, including the Standard Specifications, Special Provisions, and other instruments, documents, drawings, maps, etc., comprising the Plans and Specifications, is to describe a completed work to be performed by the Contractor under the contract as an independent contractor.

3. Bonds, Insurance and Affidavits

The following bonds and proof of insurance shall be filed with the Owner as a condition of the contract, together with appropriate powers of attorney.

- A. Performance, Payment and Maintenance Bonds: Performance, payment and maintenance bonds in the amount of not less than one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract, and upon payment of all persons supplying labor or furnishing materials, will be required upon the forms which are a part of the Contract Documents. Bonds shall be executed by a surety company acceptable to and approved by the Owner, authorized to do business in the State of Texas, acceptable for underwriting of risks as indicated by the latest revision, Treasury Department Circular 570, listing acceptable sureties on Federal Bonds. The period of the Maintenance Bond shall be one year from the date of acceptance of all work done under the Contract, to cover the guarantee as set forth in the Special Conditions.
- B. Insurance: Contractor shall, at his own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Contractor shall not commence work under this contract until he has obtained all the insurance required under the contract and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis.

Compensation Insurance

Workers' Compensation
Employer's Liability

Statutory Limit
\$100,000 Each Occurrence
\$500,000 Disease

Liability Insurance

Commercial General Liability
(No standard coverages are to be
excluded by endorsement.)

\$500,000 Combined
Single Limit

Automobile Liability Insurance

Commercial Auto Liability Policy
(including coverage for owned,
hired, and non-owned autos)

\$500,000 Combined
Single Limit

It is agreed by all parties to this contract that the insurance required under this contract shall:

- (1) Be written with the City of Aubrey as an additional insured.
- (2) Provide for thirty days' notice of cancellation to the City, for non-payment of premium, material change, or any other cause.
- (3) Be written through companies duly authorized to transact that class of insurance in the State of Texas.
- (4) Waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against the City of Aubrey, it being the intention that the required insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
- (5) Provide a Certificate of Insurance evidencing the required coverages to the City of Aubrey.

4. Indemnification

To the fullest extent permitted by Laws and Regulations Contractor shall indemnify and hold harmless Owner and his consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act of omission of Contractor, and Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against any party indemnified hereunder by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts or other employee benefit acts.

5. Addendum

The Owner reserves the right to issue an addendum to the Special Provisions prior to accepting bids for the work. Such addendum(s) shall be, and are hereby made a part of these specifications. Upon receipt of the addendum(s), the Contractor shall acknowledge their receipt by listing the addendum(s) and signing in the appropriate spaces in the Bid Form.

A statement acknowledging receipt of each addendum identified by its number should be shown on the bid envelope.

6. Time for Completion and Liquidated Damages

Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not completed within the times specified, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner five hundred dollars (\$500.00) for each day that expires after the time specified until the work is substantially complete. The time established for the final completion of the Base Bid is 120-calendar days.

7. Computation of Contract Time for Completion

If the satisfactory completion of the contract shall require unforeseen work or work and materials in greater amounts than those set forth in the contract, then additional days will be considered, equal to the time which, in the opinion of the city, the work as a whole is delayed. However, the completion time can only be changed by the execution of a supplemental agreement.

Holiday Listing:

January 1st	First Monday in September
Martin Luther King Day	Fourth Thursday in November
President's Day	Friday after Thanksgiving
Good Friday	December 24th
Last Monday in May	December 25th
July 4th	

Time will be charged for all days regardless of weather conditions, material supplies, or other conditions not under the control of the Contractor which could impede the prosecution of the work.

Request to work on a Saturday or Sunday shall be received in written form by the preceding Thursday by 5:00pm. Request to work on any of the eleven legal holidays listed above shall be received in written form 48-hours prior to the listed holiday.

Work on Sunday and on the eleven legal holidays listed above will be permitted only with written permission from the City of Aubrey.

The Contractor shall anticipate possible delays and shall be prepared to supplement and revise his construction methods accordingly.

The Contractor shall begin the work to be performed under the contract within 14 days after the date of the authorization to begin work and shall continuously prosecute same with such diligence as will

enable him to complete the work within the time limit specified. He shall not open up work to the detriment of work already begun. The Contractor shall conduct his operations so as to impose a minimum interference to traffic.

8. Delays

The Contractor assumes the risk of all suspensions of or delays in performance of the contract, regardless of length thereof, arising from all causes whatsoever, whether or not relating to this contract, including wrongful acts or omissions of Owner or its Contractors or subcontractors except only to the extent, if any, that compensation or an extension of time may be due as expressly provided for elsewhere in this contract for such suspension or delays, and, subject only to such exception, the Contractor shall bear the burden of all costs, expenses and suspensions or delays, and all such suspensions, delays, costs, expenses and liabilities of any nature whatsoever, whether or not provided for in this contract, shall conclusively be deemed to have been within the contemplation of the parties.

Notwithstanding any provisions of this Contract, whether relating to time or performance or otherwise, Owner makes no representation or guarantee as to when the construction site or any part thereof will be available for the performance of the contract, or as to whether conditions at the construction site will be such as to permit the contract to be formed thereon without interruption or by any particular sequence or method or as to whether the performance of the contract can be completed by the time required under this contract or by any other time.

Wherever in connection with this Contract it is required, expressly or otherwise, that Owner shall perform any act relating to the Contract, including making available or furnishing any real property, materials or other things, no guarantee is made by the Owner as to the time of such performance and the delay of Owner in fulfilling such requirement shall not result in liability of any kind on the part of Owner except only to the extent, if any, that an extension of time or compensation may be due as expressly provided for in this Contract. Requests for time extensions must be received in writing by the Engineer and the Owner within 7 calendar days of the event prompting the request.

TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER: This provision specifies the procedure for the determination of time extensions for unusually severe weather. The listing below defines adverse weather days to be anticipated monthly. The listing is based upon data from the National Oceanographic & Atmospheric Administration (NOAA) or similar data.

MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS											
<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
13	12	12	9	10	9	10	10	7	8	10	12

The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Upon acknowledgment of the Notice To Proceed and continuing throughout the contract on a monthly basis, actual adverse weather days will be recorded on a calendar day basis (include weekends and holidays) and compared to the monthly anticipated adverse weather in the schedule above. The term "actual adverse weather days" shall include days impacted by actual adverse weather days.

The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. Once the number of actual adverse weather days anticipated in the schedule above have occurred, the Engineer, upon the Contractor's written request, will examine any subsequently occurring adverse weather days to determine whether the Contractor is entitled to a time extension. The Contractor's written request must be received within seven (7) calendar days of

the requested day. Before adverse weather entitlement is granted, the Contractor must demonstrate fifty percent or more of the individual workdays were affected by the subsequent adverse weather. The adverse weather must also delay work critical to the timely completion of the project. The Engineer will convert any delays meeting the above requirements to calendar days and issue a modification.

For all weather dependent activities, the Contractor's schedule must reflect the anticipated adverse weather delays noted above.

The following is considered as adverse weather: Weather of a nature where workers cannot perform work as scheduled or gain access to the work site (i.e. hurricane, tornado, high winds, floods, extremely cold weather, ice storm, sleet, heavy snow storm, et cetera).

9. Prevailing Wage Rates

In accordance with Texas Law, the prevailing wage rates as set forth in Section 3 of the contract documents shall be complied with on this project. The City will require an affidavit stating that the Contractor has complied with the prevailing wage rate provision of the contract documents, prior to acceptance of the project. The City reserves the right to conduct interviews with the Contractor's employees to insure compliance with Section 3 of the contract documents in accordance with applicable State and Federal Laws.

Upon written request by the City, the general contractor shall be responsible for submitting payroll information to the City of Aubrey for all employees performing work on the project, whether employed by the general contractor or a subcontractor to the general contractor. Each submittal shall be certified by the general contractor as to completeness and accuracy.

Upon review of the payroll information, if it is found that the Contractor is not in compliance with Section 3 of the contract documents, written notice will be given to the Contractor that he has fifteen (15) calendar days from the date of the notice to rectify the situation. Each person being paid less than the appropriate rate shall be paid the balance due them. Written documentation shall be submitted substantiating payment. If the situation is not rectified within fifteen (15) calendar days, a public hearing will be scheduled to resolve the matter.

Based on the judgment rendered at the public hearing, the Contractor could be penalized as follows:

- A. The Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each person for each calendar day the person is paid less than the appropriate rate as set forth in Section 3. This penalty will be deducted from the next monthly estimate on the project.
- B. The City shall also retain on the next monthly estimate any amounts determined to be owed to the person(s) because of failure to comply with Section 3 of the contract documents. The City will then proceed with reimbursing the person(s) directly any amounts determined to be owed to them due to failure to comply with Section 3. The City will then deduct from the Contractor's monthly estimate any administrative costs incurred in implementing this action.

The Contractor or subcontractor violating a requirement of this Special Provision may be determined ineligible to bid on or receive any additional work during the calendar year following the year in which the violation of this Special Provision occurred.

10. Construction Water

Construction water necessary for the normal construction of this project will not be provided free to the Contractor. All construction water will be metered by City owned meters and only these meters. There will be a fee and deposit for furnishing the meter. The meter is to be read and billed each month in accordance with the current Customer Services Policy. Any damage that occurs to the meter during this time will be repaired by the City of Aubrey at the expense of the Contractor. The cost of the repairs will be deducted from the deposit and the remaining deposit returned to the Contractor. This procedure will be followed wherever construction water is needed. No exceptions to the rule will be sanctioned. If the meter is set on a fire hydrant, a valve shall be provided so that the flow of the water is not controlled by the operating nut on the fire hydrant. Where water is necessary only to settle dust on the street at the request of the property owners, the City will notify the Contractor. The necessary application of water for dust control shall be considered subsidiary to the other bid items listed in SECTION 6 – BID PROPOSAL SCHEDULE of this contract.

11. Price for Materials and Labor

This contract is issued by an organization which qualified for exemption pursuant to the provisions of Article 20.04(F) of the Texas Limited Sales, Excise and Use Tax Act. All equipment and materials not consumed by or incorporated into the project construction, are subject to State sales tax under House Bill 11, enacted August 15, 1991. All such taxes shall be included in the various amounts on the Proposal form. The Bidder shall submit a breakdown between labor and material costs as set up in the Proposal (Section 6).

The Bidder is cautioned that the state law regarding tax exemption for Capital Improvement projects has been revised. The Contractor shall be responsible for obtaining the latest information from the State Comptroller's office and bidding accordingly.

12. Access to Private Properties

The Contractor shall put all private drives in an accessible condition to allow residents ingress and egress before leaving the job site for an extended period of time, except during the pouring and curing of drive approaches. "Extended period of time" is defined as overnight, weekends, holidays, or periods of inclement weather. The Contractor will leave with the City of Aubrey the phone numbers of responsible persons available twenty-four (24) hours a day to handle emergencies concerning egress and ingress. If a vehicle becomes stranded due to an inaccessible condition, any legitimate claims arising from such conditions shall be the sole responsibility of the Contractor. If such claims are not settled prior to the monthly pay estimate, they shall be deducted from that estimate.

13. Use of Private Property

The Contractor shall not at any time use private property to park or turn around construction vehicles or store equipment and/or materials without the written permission of the property owner involved. The Contractor shall not at any time use water metered by meters set for the property owners use without written permission of the property owner.

14. Protection of the Public

(COG 1.29.2) The Contractor shall at all times conduct the work in such manner as to ensure the least possible obstruction to public traffic and protect the safety of the public. Public safety and convenience and provisions therefore made necessary by the work, shall be the direct responsibility of the Contractor and shall be performed at this entire expense.

Materials placed on the site or materials excavated and the construction materials or equipment used shall be located so as to cause as little obstruction to the public as possible.

The Owner reserves the right to remedy any neglect on the part of the Contractor as regards to public convenience and safety which may come to its attention. The cost of such work done or material furnished by the Owner shall be deducted from monies due or to become due to the Contractor.

15. Protection of Adjacent Property

The Contractor shall be responsible for the protection of all fences, trees, curb and gutter, and other improvements on the property adjoining the construction sites from damage by the Contractor's equipment and men. The Contractor shall be responsible for notifying the property owners in advance of any trimming to be done on the trees. The Contractor will notify the City of any trees, shrubs, or bushes that must be removed by the construction. No trees will be removed by the Contractor until permission is granted by the Engineer or his designated representative. The Contractor will not be allowed to place excess material, forms, equipment, or any other material outside the street right-of-way without written permission of the property owner and approval of the City of Aubrey.

16. Testing

The City, as it deems necessary, shall have the authority to test materials, equipment and in-place construction to verify compliance with project specifications. The expense of tests shall be paid for by the City except as specifically noted within this special provision or the project specific specifications in Section 12. The failure of the City to perform any tests shall in no way relieve the Contractor of the responsibility to provide materials, equipment, and in-place construction which comply with project specifications. The Contractor shall provide such facilities as the Owner may require for collecting and forwarding samples and shall not, without specific written permission of the city engineer, use the materials represented by the samples until tests have been made and materials approved for use. The Contractor will furnish adequate samples without charge to the Owner.

17. Defective Materials, Equipment or In-Place Construction

- A. Materials and equipment not conforming to the requirements of these specifications will be rejected and shall be removed immediately from the site of the work, unless permitted to remain by the engineer. Rejected materials, the defects of which have been subsequently corrected, shall have the status of new material.
- B. In-Place construction not conforming to the requirements of these specifications will be removed and replaced at the Contractor's expense or reworked at the Contractor's expense as deemed appropriate by the City. Test made on in-place construction which has been replaced or reworked due to failure to meet project specifications will be authorized by the City and the cost of such tests will be the expense of the Contractor.

18. Existing Utilities

The Contractor will make every effort to protect existing utilities. The Contractor shall not adjust, remove, or operate existing utilities unless specifically requested to do so in these specifications or authorized to do so by the City. Any utility damaged by the Contractor during the construction shall be suitably replaced at the Contractor's expense.

19. Signing and Traffic Control

The Contractor will be responsible for proper signing and flagging of traffic in accordance with Section IV of the Texas Manual on Uniform Traffic Control Devices adopted by the Texas DOT. Barricades will be illuminated if left in place overnight.

20. Inspection

The Contractor shall notify the Director of Public Works and the City Engineer with the City of Aubrey prior to beginning construction and shall keep the city's Construction Observer informed as to the schedule for performance of the work.

21. Disposal of Excess Material

The disposal of excess material resulting from construction shall be removed and disposed of by the Contractor. The location of suitable disposal sites is solely the responsibility of the Contractor; the Owner shall in no way be responsible for the actions of the Contractor. No dumping will be allowed in floodplains or below the 100-year flood elevation of drainage ways.

22. Investigation of Local Conditions

Prior to the submission of the proposal, the Contractor shall have made a careful examination of the site of the work and of the contract documents, including the plans and specifications, and shall become informed as to the location and nature of the proposed construction, the kind of facilities required before and during the construction period, labor conditions, and all other matters that may affect the cost and time of completion of the work. Particular attention is called to the fact that all excavation will be unclassified and the Contractor is expected to satisfy himself fully as to the nature of the excavation. A Pre-Construction Meeting shall be held prior to the commencement of work. The contractor shall provide a Pre-Construction video prior to receipt of the first payment. The video shall be provided in a format acceptable to the city. The intent of the video shall be to establish project area conditions prior to construction.

23. Cleanup

The contractor will be responsible for keeping the job site reasonably neat and orderly at all times. Trash will be picked-up and excess materials properly stockpiled at the end of each working day.

Before the project is accepted by the City, all construction debris shall be removed. All cleanup work shall be considered subsidiary to the various other bid items and will not be paid for directly.

24. Final Inspection

The City will perform a final inspection of all work included in the contract as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable to the City at the time of such inspection, the City will inform the Contractor as to the particular defects to be remedied before final acceptance.

June 18, 2025
R0057520.00

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

Re: **Winn Ridge First Responder Park**
Recommendation of Award
Aubrey, Denton County, Texas

Dear Mr. Kreidler:

BID RESULTS

Attached is the Bid Tabulation for the bids received June 11, 2025, for the referenced project for your use.

The lowest of nine bids received had to be thrown out due to incorrect costs accounted for critical items. The next lowest bid was from North Rock Construction. Based on the estimated quantities in the Bid Proposal and the unit prices bid by North Rock Construction, the total amount of the bid for contract award is \$1,213,682.29. Note: All contractors totaled their bids incorrectly. The contractors' math was off on their totals submitted. Selection noted here accounts for this correction.

CONTRACTOR QUALIFICATIONS

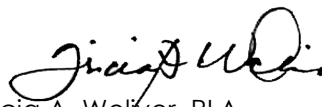
North Rock Construction provided a list of experience and references for this project with similar scope and fee. Westwood also has favorable experience working with North Rock Construction in other projects within the City of Aubrey and they provide great work and coordination.

RECOMMENDATION

Based on the information we have received to date, we see no reason not to award the contract for the referenced project to North Rock Construction, as the lowest responsive and responsible bidder for the Bid amount of \$1,213,682.29.

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

Sincerely,



Tricia A. Woliver, PLA

taw / 57520.00 WinnRidge AwardLetter
Attachments: Bid Tabulation

BID TABULATION
Winn Ridge First Responder Park
R0057520.00
Bid Date: June 11, 2025

No.	Description	Quantity	Unit	Construction Solutions USA, LLC		D.L. Meacham Construction		Innovative Hardscape, LLC		North Rock Construction & Associates, LLC		Northstar Construction, LLC		Pace Construction Services, LLC		Pavilion Construction TX, LLC		Ratcliff Hardscape, LTD		RLM EarthCO	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization of personnel, equipment, and supplies to and from the project site	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 46,000.00	\$ 46,000.00	\$ 22,920.00	\$ 22,920.00	\$ 42,379.06	\$ 42,379.06	\$ 65,000.00	\$ 65,000.00	\$ 75,000.00	\$ 75,000.00	\$ 40,240.00	\$ 40,240.00	\$ 48,674.00	\$ 48,674.00	\$ 28,777.00	\$ 28,777.00
2	General Site Preparation	1	LS	14,832.00	14,832.00	20,000.00	20,000.00	27,772.42	27,772.42	20,057.91	20,057.91	56,000.00	56,000.00	30,000.00	30,000.00	45,445.00	45,445.00	46,800.00	46,800.00	35,128.00	35,128.00
3	Traffic Control	1	LS	2,200.00	2,200.00	2,000.00	2,000.00	18,000.00	18,000.00	560.00	560.00	6,000.00	6,000.00	5,000.00	5,000.00	-	-	24,570.00	24,570.00	800.00	800.00
4	Strom Water Pollution Prevention Plan (SWPPP) including install, maintenance and removal	1	LS	1,650.00	1,650.00	4,500.00	4,500.00	18,615.32	18,615.32	896.00	896.00	15,000.00	15,000.00	5,600.00	5,600.00	11,843.00	11,843.00	9,360.00	9,360.00	11,117.00	11,117.00
5	Furnish and place Project Sign	1	EA	1,350.00	1,350.00	2,900.00	2,900.00	4,200.00	4,200.00	1,232.00	1,232.00	700.00	700.00	2,000.00	2,000.00	-	-	1,404.00	1,404.00	608.00	608.00
6	Furnish and install 12" mow curb	1115	LF	18.18	20,270.70	17.50	19,512.50	31.40	35,011.00	11.62	12,956.30	20.00	22,300.00	35.00	39,025.00	58.77	65,528.55	41.00	45,715.00	19.62	21,876.30
7	Furnish and install Steel Edging	610	LF	9.09	5,544.90	9.30	5,673.00	17.70	10,797.00	8.97	5,471.70	10.00	6,100.00	15.00	9,150.00	10.90	6,649.00	7.50	4,575.00	8.40	5,124.00
8	Furnish and Install 6' HT Fence at Dog Park	660	LF	54.53	35,989.80	65.00	42,900.00	148.25	97,845.00	65.67	43,342.20	70.00	46,200.00	90.00	59,400.00	67.33	44,437.80	70.50	46,530.00	56.57	37,336.20
9	Furnish and Install 4' HT Fence at Playground	450	LF	51.12	23,004.00	53.00	23,850.00	131.63	59,233.50	54.26	24,417.00	58.00	26,100.00	75.00	33,750.00	59.28	26,676.00	47.00	21,150.00	55.61	25,024.50
10	Furnish and Install 4" Thick Concrete Sidewalk (Proposed)	5970	SF	10.22	61,013.40	10.40	62,088.00	8.75	52,237.50	5.96	35,581.20	7.80	46,566.00	11.00	65,670.00	6.99	41,730.30	6.50	38,805.00	7.42	44,297.40
11	Furnish and Install Playground Surfacing (PIP)	4865	SF	28.40	138,166.00	243.800.00	1,186,087,000.00	50.17	244,077.05	45.60	221,844.00	47.00	228,655.00	45.00	218,925.00	46.81	227,730.65	32.00	155,680.00	40.71	198,054.15
12	Furnish and Install Decomposed Granite	3720	SF	9.09	33,814.80	9.90	36,828.00	5.94	22,096.80	2.20	8,184.00	9.00	33,480.00	8.00	29,760.00	2.98	11,085.60	8.50	31,620.00	3.31	12,313.20
13	Furnish and Install Concrete Pavers	995	SF	12.69	12,626.55	30.00	29,850.00	26.71	26,576.45	11.92	11,860.40	25.00	24,875.00	32.50	32,337.50	28.25	28,108.75	21.50	21,392.50	26.98	26,845.10
14	Furnish and Install 6' Seating Bench	5	EA	1,711.50	8,557.50	4,780.00	23,900.00	5,227.66	26,138.30	3,702.45	18,512.25	4,000.00	20,000.00	4,300.00	21,500.00	5,590.60	27,953.00	2,955.00	14,775.00	5,107.20	25,536.00
15	Furnish and Install Trash Receptacle	1	EA	2,670.30	2,670.30	5,270.00	5,270.00	6,332.88	6,332.88	4,602.82	4,602.82	4,500.00	4,500.00	4,800.00	4,800.00	6,238.00	6,238.00	3,259.00	3,259.00	6,499.00	6,499.00
16	Furnish and Install Pet Waste Stations	2	EA	1,144.33	2,288.66	1,000.00	2,000.00	870.00	1,740.00	871.94	1,743.88	750.00	1,500.00	1,500.00	3,000.00	1,337.50	2,675.00	848.50	1,697.00	736.00	1,472.00
17	Furnish and Install Masonry Seat Wall	45	LF	130.70	5,881.50	515.00	23,175.00	337.33	15,179.85	506.83	22,807.35	232.00	10,440.00	625.00	28,125.00	444.56	20,005.20	271.00	12,195.00	288.69	12,991.05
18	Furnish and Install Emergency Response Car Play Equipment	1	EA	5,224.50	5,224.50	83,700.00	83,700.00	89,260.06	89,260.06	83,757.39	83,757.39	86,000.00	86,000.00	93,000.00	93,000.00	85,520.00	85,520.00	62,244.00	62,244.00	96,836.00	96,836.00
19	Furnish and Install Playground (Fire Truck)	1	EA	9,868.50	9,868.50	210,470.00	210,470.00	185,020.06	185,020.06	173,133.39	173,133.39	215,000.00	215,000.00	190,000.00	190,000.00	177,267.00	177,267.00	157,950.00	157,950.00	218,401.00	218,401.00
20	Furnish and Install Playground (Fire Tower)	1	EA	11,377.80	11,377.80	93,600.00	93,600.00	96,820.06	96,820.06	90,813.39	90,813.39	96,000.00	96,000.00	100,000.00	100,000.00	92,763.00	92,763.00	70,200.00	70,200.00	108,563.00	108,563.00
21	Furnish and Install Playground (Digger with Slide)	1	EA	6,037.20	6,037.20	57,300.00	57,300.00	68,140.06	68,140.06	64,045.39	64,045.39	57,000.00	57,000.00	74,000.00	74,000.00	67,124.00	67,124.00	42,705.00	42,705.00	69,215.00	69,215.00
22	Furnish and Install Dog Park Fire Hydrant	3	EA	3,204.13	9,612.39	1,690.00	5,070.00	725.00	2,175.00	1,017.49	3,052.47	800.00	2,400.00	1,400.00	4,200.00	1,258.33	3,774.99	936.00	2,808.00	1,394.00	4,182.00
23	Furnish and Install Dog Park Water Bottle Filling Station & Drinking Fountain	2	EA	5,283.10	10,566.20	10,600.00	21,200.00	14,400.00	28,800.00	8,324.82	16,649.64	11,000.00	22,000.00	21,000.00	42,000.00	15,513.50	31,027.00	8,190.00	16,380.00	9,395.00	18,790.00
24	Furnish and Install Dog Park Agility Bone (L/X)	5	EA	7,644.70	38,223.50	5,082.00	25,410.00	6,720.00	33,600.00	3,655.57	18,277.85	4,500.00	22,500.00	4,550.00	22,750.00	4,724.20	23,621.00	4,680.00	23,400.00	5,562.80	27,814.00
25	Furnish and Install Dog Park Ellie's Boulder Bridge	1	EA	8,591.40	8,591.40	12,200.00	12,200.00	14,000.00	14,000.00	8,590.43	8,590.43	9,500.00	9,500.00	14,000.00	14,000.00	14,363.00	14,363.00	15,210.00	15,210.00	12,668.00	12,668.00
26	Furnish and Install Artificial Turf with Drainage	8,720	SF	11.93	104,029.60	20.00	174,400.00	31.59	275,464.80	14.74	128,532.80	32.00	279,040.00	21.00	183,120.00	17.80	155,216.00	26.50	231,080.00	9.03	78,741.60
27	Furnish and Install Canopy Tree, 3" cal.	6	EA	1,898.38	11,390.28	1,732.50	10,395.00	1,098.72	6,592.32	919.49	5,516.94	1,200.00	7,200.00	1,500.00	9,000.00	1,547.67	9,286.02	1,755.00	10,530.00	559.17	3,355.02
28	Furnish and Install Ornamental Tree, 45 gal.	17	EA	1,438.90	24,461.30	1,501.50	25,525.50	1,098.72	18,678.24	1,013.62	17,231.54	900.00	15,300.00	1,300.00	22,100.00	1,060.29	18,024.93	1,521.00	25,857.00	772.77	13,137.09
29	Furnish and Install Shrub, 3 gal.	350	EA	47.94	16,779.00	52.00	18,200.00	39.19	13,716.50	64.06	22,421.00	50.00	17,500.00	40.00	14,000.00	30.83	10,790.50	50.50	17,675.00	30.37	10,629.50
30	Furnish and Install Shrub, 1 ga.	1265	EA	22.89	28,955.85	23.10	29,221.50	15.58	19,708.70	10.10	12,776.50	16.00	20,240.00	22.00	27,830.00	9.36	11,840.40	22.50	28,462.50	9.38	11,865.70
31	Furnish and Install Groundcover, 4" pot	435	EA	6.82	2,966.70	3.50	1,522.50	9.01	3,919.35	4.82	2,096.70	3.60	1,566.00	4.00	1,740.00	13.88	6,037.80	4.00	1,740.00	2.89	1,257.15
32	Furnish and Install Bermudagrass Sod	22690	SF	1.14	25,866.60	0.40	9,076.00	1.36	30,858.40	0.81	18,378.90	1.00	22,690.00	0.75	17,017.50	0.54	12,252.60	4.00	90,760.00	1.19	27,001.10
33	Furnish and Install Irrigation System	1	LS	110,295.00	110,295.00	134,000.00	134,000.00	61,473.50	61,473.50	62,823.69	62,823.69	85,500.00	85,500.00	57,730.00	57,730.00	81,024.00	81,024.00	138,060.00	138,060.00	68,433.00	68,433.00
34	Furnish and Install River Cobble, Colorado River Rock, 2-4" in size	1800	SF	17.04	30,672.00	10.20	18,360.00	9.74	17,532.00	2.12	3,816.00	7.50	13,500.00	11.00	19,800.00	3.24	5,832.00	11.00	19,800.00	3.31	5,958.00
35	Furnish and Install 4" PVC pipe	300	LF	25.51	7,653.00	30.00	9,000.00	16.44	4,932.00	13.14	3,942.00	25.00	7,500.00	38.00	11,400.00	11.97	3,591.00	5,850.00	1,755,000.00	30.86	9,258.00
36	Furnish and Install 6-8" Area Drain	1	EA	2,089.80	2,089.80	950.00	950.00	286.00	286.00	456.60	456.60	1,000.00	1,000.00	6,200.00	6,200.00	211.00	211.00	8,775.00	8,775.00	731.58	731.58
37	Install and Remove Tree Protection Fencing	360	LF	11.36	4,089.60	4.00	1,440.00	1,215.86	437,709.60	2.56	921.60	2.70	972.00	17.00	6,120.00	75.15	27,054.00	3.00	1,080.00	1,500.00	540,000.00
				TOTAL BASE BID	\$ 843,610.33	TOTAL BASE BID	\$ 1,187,378,487.00	TOTAL BASE BID	\$ 2,097,459.72	TOTAL BASE BID	\$ 1,213,682.29	TOTAL BASE BID	\$ 1,595,824.00	TOTAL BASE BID	\$ 1,579,050.00	TOTAL BASE BID	\$ 1,442,966.09	TOTAL BASE BID	\$ 3,247,918.00	TOTAL BASE BID	\$ 1,820,635.64

Denotes math error or difference from total bid stated on proposal



**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

Consideration and action on an Ordinance approving a Specific Use Permit to allow alcoholic beverage sales for a Wine and Beer Retailer's Off-Premise Permit (BQ) for the property described as approximately 1.865 acres of land in the Francisco Trevino Survey, Abstract No. 1243, City of Aubrey, Denton County, Texas, and located within the boundaries of Planned Development District - Shopping Center District (PD-SC) and approving a variance to the distance requirements for the location of the use. The property is generally located at the northeast corner of US Hwy. 377 and Spring Hill Road/ FM 428 known as Chaparral Center. (Vaquero Ventures/7 Eleven)

Staff Contact

Helen-Eve Beadle, Planner
heleneve@heplanningdesign.com
469-360-6618

Summary

The applicant, Vaquero Ventures, has submitted a Specific Use Permit (SUP) application for a Wine and Beer Retailer's Off-Premise Permit (BQ) for the property at the northeast corner of US Hwy. 377 and Spring Hill Road/ FM 428 known as Chaparral Center for 7-Eleven as the licensee/operator.

The property is currently zoned PD-SC Planned Development District (Ordinance No. 808-23) for Shopping Center uses and regulations. The Specific Use Permit (SUP) process is required for alcohol sales in this District. The TABC applicant will apply for a Wine and Beer Retailer's Off-Premise Permit (BQ) if the SUP is approved.

The Criteria for Approval, Denial, and Additional Conditions for approving an SUP are included as an attachment to this agenda item. The Criteria requires the Police Chief to review the application related adequate number of qualified employees for security purposes. The Police Chief has reviewed the application and does not have any concerns.

The Texas Alcoholic Beverage Code (Section 109.33) grants authority to counties and cities to adopt local ordinances for alcoholic beverage sales within 300 feet of a church, school, daycare, and public hospitals. The City's alcohol sales regulations do not generally allow alcoholic beverage sales within 300 feet of a public school, private school, or public hospital, measured from property line to property line. Aubrey High School is across the street from the proposed Vaquero/7-Eleven site.

However, the Zoning Ordinance allows for an Exception to the Distance Requirements "...if the City Council determines that enforcement of the distance requirements in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the City Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines that a variance is in the best interest of the community." Aubrey Independent School District has submitted a letter of no objection to the sale of beer and wine at the proposed location and it is included as an Attachment to this report.

Notifications:

Notifications as required by Texas Local Government Code and the City of Aubrey Zoning Ordinance were

provided.

At the time of agenda report submission, one letter of no objection and one letter in opposition to the SUP application had been received.

RECOMMENDATION:

Staff recommends approval of the SUP if City Council grants the variance for distance requirements.

PLANNING & ZONING COMMISSION RECOMMENDATION:

The Planning & Zoning Commission recommended (5-1) the SUP item for City Council approval at their May 8, 2025 meeting.

PREVIOUS ACTION:

The City Council public hearing for this item was held at the May 22, 2025 meeting.

ACTION OPTIONS:

The City Council may:

1. Approve the SUP for alcoholic beverage sales for a Wine and Beer Retailer's Off-Premise Permit (BQ) with the variance to the distance requirement;
2. Approve the SUP for alcoholic beverage sales for a Wine and Beer Retailer's Off-Premise Permit (BQ) with the variance to distance requirement with conditions; or
3. Deny the SUP for alcoholic beverage sales.

Attachments:

1. Location/Notification Map
2. Site Plan
3. City of Aubrey Criteria for Alcoholic Beverage Sale SUP Requirements
4. Letters in Opposition/No Objection to the SUP application for alcoholic beverage sales
5. SUP Ordinance

Financial Summary

Staff Recommended Action

Approve with Conditions

Staff Recommended Motion

Motion to approve the SUP ordinance with the variance for the distance requirement.

7-ELEVEN SUP NOTIFICATION MAP

AUBREY, TX

0 25 50 100 Feet



LEGEND



200ft. Radius



7-Eleven Site



Parcels within 200ft to notify

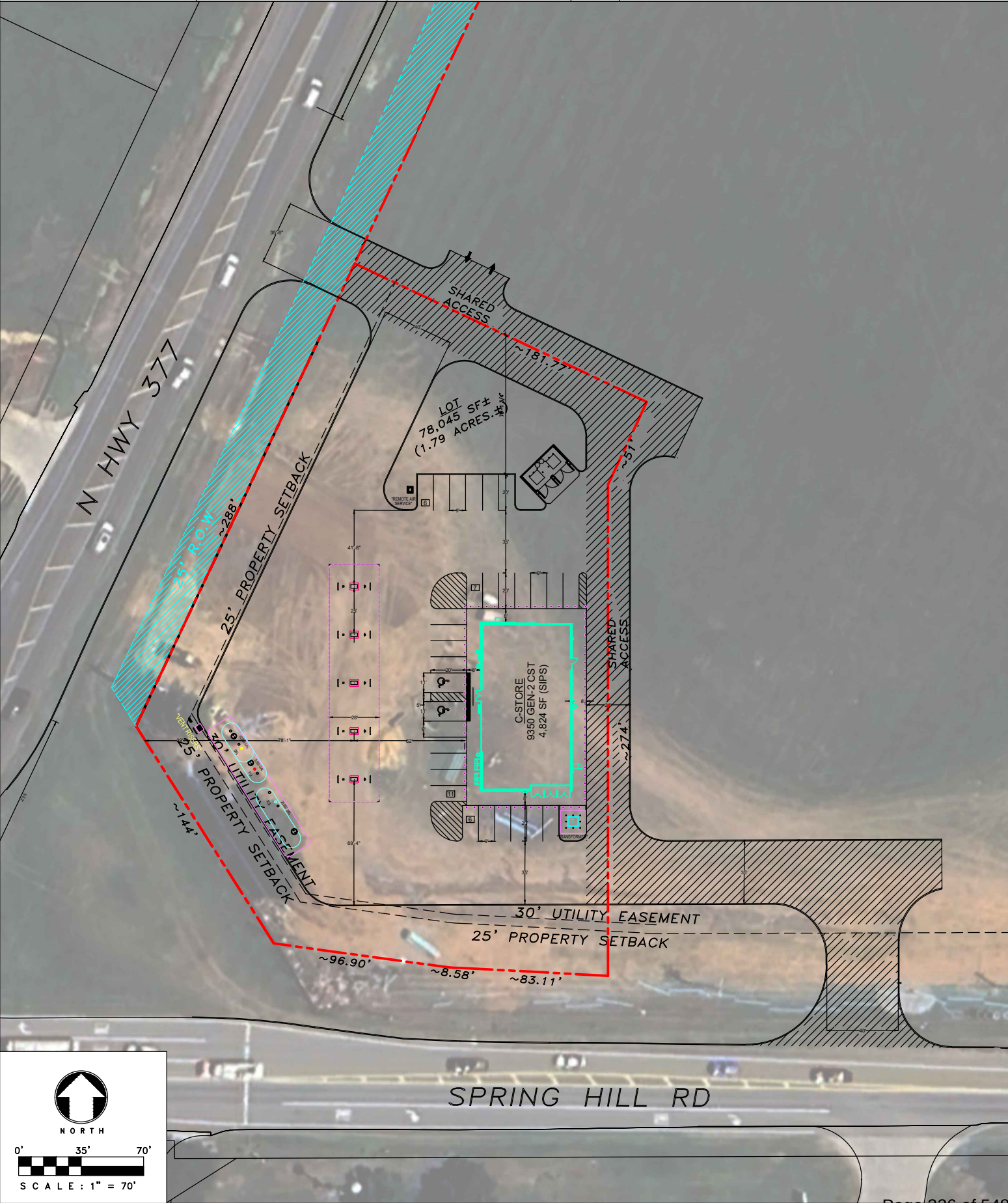


PRELIMINARY SITE PLAN

US 377 & SPRINGHILL RD.
AUBREY, TX - 76277

- NOTES:
- 1. THIS PRELIMINARY SITE PLAN IS FOR PLANNING PURPOSES ONLY.
 - 2. THIS PRELIMINARY SITE PLAN MUST BE REVIEWED BY ALL GOVERNING JURISDICTIONS FOR COMPLIANCE.
 - 3. ALL EXISTING CONDITIONS MUST BE VERIFIED.
 - 4. ALL MEASUREMENTS ARE ESTIMATED.

PROTOTYPE:	C-STORE	DEVELOPER	DESIGNER	DATE
BLDG/SALES SF:	4,853 SF	COMPANY: VAQUERO VENTURES	COMPANY: VAQUERO VENTURES	02/25/25
ACREAGE:	(+/-) 1.79 ACRES	NAME: W.A. LANDRETH	NAME: DOUGLAS D. OBI	
PARKING PROVIDED:	30 SPACES	PHONE #: N/A	PHONE #: N/A	



NORTH



CITY OF AUBREY

Criteria for Alcoholic Beverage Sales SUP

The SUP for alcoholic beverage sales Criteria for Approval requires the following list of requirements:

- Traffic/Congestion: The proposed location is an existing retail shopping center.
- TABC Compliance: Applicant has submitted the TABC application.
- Type of Establishment: A restaurant with over fifty-five percent (55%) of sales from food.
- Security: The owner/operator shall provide adequate number of employees for security and consult with Police Chief/Director for determination of number of qualified employees to meet obligation.
- Parking: The proposed location is an existing retail shopping center with adequate parking.
- Environmental Requirements: The owner/operator shall comply with nuisance ordinances.
- Expiration: Unless specified as a condition of approval by the City Council for an SUP, a Specific Use Permit issued for any alcoholic beverage sales under this section shall automatically expire upon a change in use of the property, change of ownership to the property and/or business, change in tenant of the lease space, upon the revocation, termination, or expiration of the certificate of occupancy, and/or ceases to be operated at the permitted location for a minimum period of six (6) continuous months, or as otherwise provided for the revocation of SUPs, as outlined in the Zoning Ordinance, as amended.
- Compliance with Subdivision Ordinance: The site is a developed/platted property.
- Restaurant Proximity: The proposed location is not within 300 feet (measured in a direct line from property boundaries) of a public school, private school, church, day-care center, child-care facility, or public hospital.

The SUP for alcoholic beverage sales Criteria for Denial are as follows:

- The City Council may deny an SUP if it affirmatively determines that the issuance of such SUP:
- Is incompatible with the surrounding uses or property; or
- Is detrimental or offensive to the neighborhood or contrary to the health, safety, and general welfare of the city and its inhabitants; or
- Is found to be in noncompliance with any city ordinances, including without limitation failure to comply with any one or more of the provisions of this Section.

Additional Conditions:

The City Council may attach additional development conditions, or grant specific waivers to applicable code requirements, to the Specific Use Permit application that the Council, in its discretion, determines are appropriate for buffering, safety, security, and compatibility for and to adjacent properties.



Aubrey Independent School District
415 Tisdell Lane
Aubrey, TX 76227
940-668-0060

January 24, 2025

Brad White, Acquisitions and Development Manager
Vaquero Ventures
2627 Tillar St., Ste. 111
Fort Worth, Texas 76107

Dear Mr. White,

I am writing to confirm that Aubrey Independent School District has no objection to the sale of beer and wine at the corner of Tim Baker's overall development at 377 & Spring Hill Road near Aubrey High School, provided all necessary regulations and guidelines set by the city and state are adhered to. The school board recently approved me taking necessary action to approve the sale of alcohol near school property.

You will need to apply for a Special Use Permit (SUP) and seek a variance from the city council due to the proximity to Aubrey High School. Our district understands that these requests will be reviewed and approved at the city's discretion. We trust that all relevant factors will be considered to ensure compliance and community safety.

This approval is consistent with our previous considerations and reflects our confidence in the city council's ability to manage these matters appropriately.

If you have any further questions or require additional information, please do not hesitate to contact me directly at 940-668-0060 or ssaylor@aubreyisd.net.

Sincerely,

Dr. Shannon Saylor, Superintendent
Aubrey Independent School District



Notice of Public Hearings

Notice is hereby provided that the Planning & Zoning Commission will hold a public hearing on **Thursday, May 8, 2025**, at 6:00 pm, at the Aubrey City Council Chambers located at 226 Countryside Drive, Aubrey, TX, to consider and make a recommendation to the Aubrey City Council on the item listed below, and on **Thursday, May 22, 2025**, at 6:00 pm, at the Aubrey City Council will hold a public hearing at Aubrey City Council Chambers, 226 Countryside Dr, Aubrey TX 76227, to consider and possibly act on an Ordinance regarding the item listed below.

A proposed amendment to Exhibit 14A, "Zoning Ordinance," in Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas, and the official Zoning Map of the City as requested in an application for a change in zoning on property zoned as Planned Development District (PD), Ordinance No. 808-23, to provide for the addition of a Specific Use Permit (SUP) to allow for alcoholic beverage sales for a Wine and Beer Retailer's Off-Premise Permit (BQ) for the property described as approximately 1.865 acres of land in the Francisco Trevino Survey, Abstract No. 1243, City of Aubrey, Denton County, Texas. (Valero/7 Eleven)

You are receiving this notice because you are a property owner within 200 feet of the boundary of the proposed request. As with all such requests, the PLANNING & ZONING COMMISSION AND CITY COUNCIL are seeking public comment regarding this matter. All interested persons are invited to attend and make comments. If you are unable to attend the public hearing, you may submit written comments prior to the close of the Public Hearing. Property owners whose names do not appear on the County Appraisal District's records may require a notarized statement affirming ownership. For more information, call 940-440-9343.

You may return this form with your remarks to the **Planning Department, 107 S. Main Street, Aubrey, Texas 76227** or via email: citysecretary@aubreytx.gov. Please indicate support or opposition to the proposal and any additional remarks, as well as your name and address for the record.

Your Name:

Cindy Stay

Your Address:

400 S. Hwy 377 Aubrey, tx 76227

☐

I SUPPORT THE ZONING CHANGE

☒

I OPPOSE THE ZONING CHANGE

Remarks:

There is a high school directly across the street. For beer and wine sales to be available for sale, is there a plan in place when a clerk sells to a minor ? ! ?

7-ELEVEN SUP NOTIFICATION MAP

AUBREY, TX

0 25 50 100 Feet



LEGEND



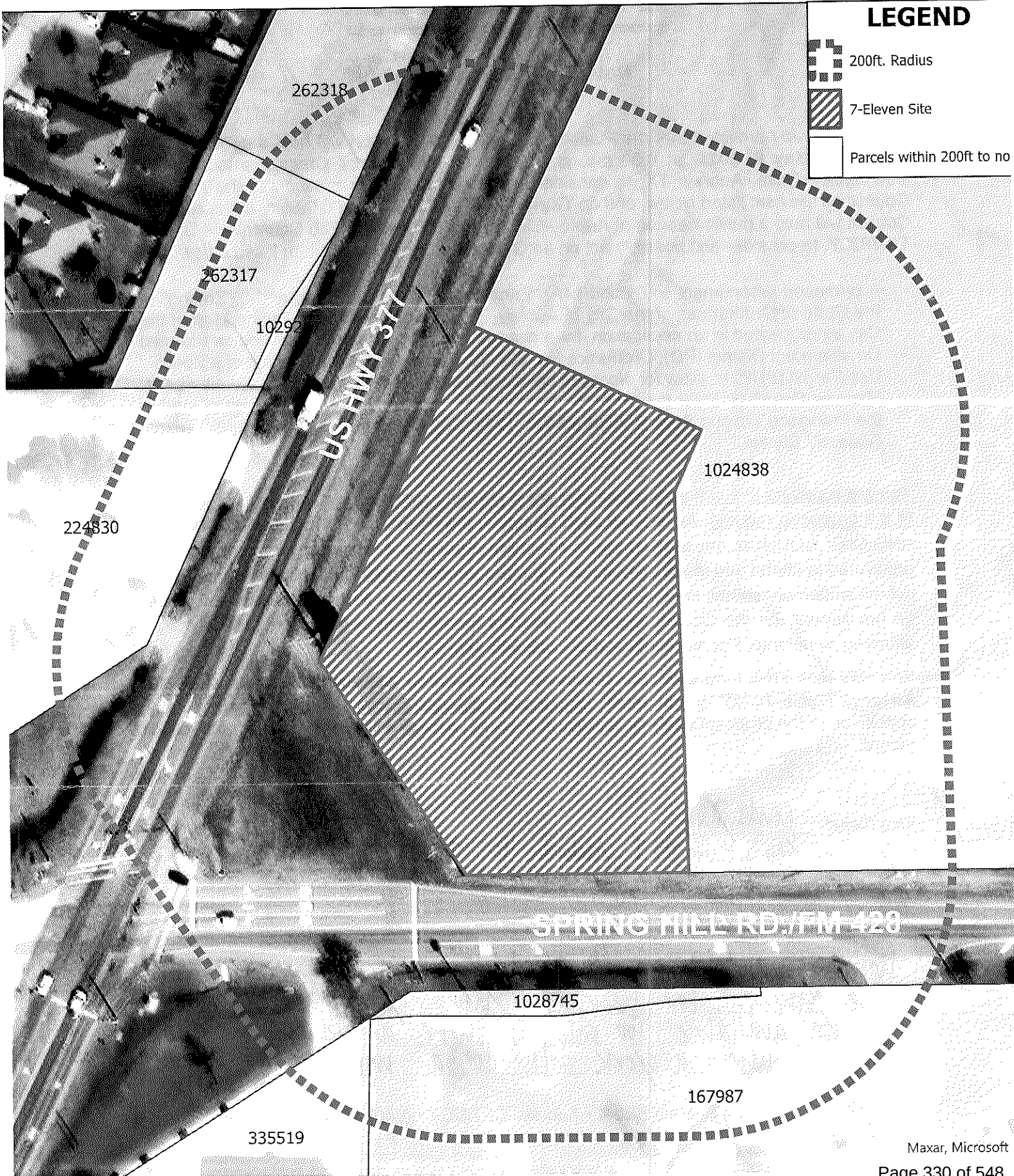
200ft. Radius



7-Eleven Site



Parcels within 200ft to no



CITY OF AUBREY
ORDINANCE NO. 903-25
SUP 2025-05-PD-SC

AN ORDINANCE OF THE CITY OF AUBREY, TEXAS, AMENDING EXHIBIT 14A, "ZONING ORDINANCE," IN CHAPTER 14, "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF AUBREY, TEXAS, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO CHANGE THE ZONING ON AN APPROXIMATE 1.865 ACRES OF LAND IN THE FRANCISO TREVINO SURVEY, ABSTRACT 1243, CITY OF AUBREY, DENTON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A", BEING A PORTION OF PLANNED DEVELOPMENT – SHOPPING CENTER DISTRICT ("PD-SC") FROM PD-SC TO SPECIFIC USE PERMIT-2025-05-PLANNED DEVELOPMENT-SHOPPING CENTER DISTRICT ("S-2025-05-PD-SC") AS THE ZONING CLASSIFICATION TO ALLOW FOR WINE AND BEER RETAILER'S OFF-PREMISE PERMIT (BQ) IN CONJUNCTION WITH A CONVENIENCE STORE USE FOR AN APPROXIMATE 4,824 SQUARE FOOT SPACE AND APPROVING A VARIANCE TO ALLOW THE SELLING OF ALCOHOLIC BEVERAGES WITHIN THREE HUNDRED FEET (300') OF A PUBLIC SCHOOL, THE PROPERTY IS GENERALLY LOCATED AT THE NORTHEAST CORNER OF U.S. HIGHWAY 377 AND SPRING HILL ROAD (FM 428), MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A"; WITH SITE PLAN PROVIDED FOR IN EXHIBIT "B"; WITH DEVELOPMENT REGULATIONS PROVIDED IN EXHIBIT "C"; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENT; PROVIDING FOR AMENDING OFFICIAL ZONING MAP; PROVIDING FOR A MAXIMUM PENALTY OF TWO THOUSAND DOLLARS (\$2,000.00), FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY OR PART OF A DAY DURING ON OR WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A CUMULATIVE REPEALER/SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Aubrey, Texas (hereinafter referred to as "City") is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council of the City (the "City Council"), is authorized and empowered by law, in accordance with Chapter 211 of the Texas Local Government Code, to adopt zoning regulations governing the use of land within the City; and

WHEREAS, the City Council adopted Exhibit 14A in Chapter 14 of its Code of Ordinances, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, the applicant has proposed a convenience store on approximately 1.865 acres, located at the northeast corner of U.S. Highway 377 and Spring Hill Road (FM 428) in the Francisco Trevino Survey, Abstract No. 1243, City of Aubrey, Denton County, Texas known as Vaquero Ventures/7-Eleven Convenience Store; the site location is depicted in **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Property is located within Planned Development – Shopping Center District (“PD - SC”) approved by Ordinance No. 808-23; and

WHEREAS, the City received a request from the applicant to change the zoning of the Property to add a Specific Use Permit to allow a wine and beer retailer’s off-premise permit (BQ) in conjunction with a 4,824 square foot convenience store use to be located on the Property, and the site plan for the use is depicted in **Exhibit B**, attached hereto and incorporated herein (the “Site Plan”); and

WHEREAS, additionally the applicant has requested a variance to allow the selling of alcoholic beverages for off-premise consumption less than the three hundred (300) feet distance requirement between a retailer’s convenience store and the Aubrey Public High School, and having received a letter from Aubrey Independent School District that the AISD does not object to the location of convenience store sale at the proposed location within the existing Planned Development –Shopping Center Zoning District; and

WHEREAS, after public notices were given in compliance with Texas law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City (the “Planning and Zoning Commission”) at its meeting on the 8th day of May, 2025 has recommended to the City Council to approve establishing the zoning classification on the Property and to amend the official zoning map of the City (the “Zoning Map”) to reflect the addition of a Specific Use Permit (“SUP”) to the PD-SC Zoning applicable to this property; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which it considered the recommendation of the Planning and Zoning Commission and, among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of encouraging the most appropriate use of land in the City, and the City Council does hereby find that the requested zoning accomplishes such objectives and the SUP should be approved; and

WHEREAS, the City Council, after consideration of the request for a variance from the enforcement of the distance requirements and the health, safety and welfare of the public and equities of the situation, has determined that the enforcement of distance requirements in this instance is not in the best interests of the public and would constitute inefficient use of land and would not serve the intended purpose of the distance requirements regulations; therefore, the Council has determined that a variance is in the best interest of the community and should be granted;

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

SECTION 1. INCORPORATION OF PREMISES. It is hereby officially determined that the findings and recitations contained above in the preamble of this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. ZONING AMENDMENT. That Exhibit 14A, “Zoning Ordinance” of Chapter 14, “Zoning” of the Code of Ordinances of the City is hereby amended to change the zoning of the Property, described and depicted in **Exhibit A** (the “Property”), a copy of which is attached hereto and incorporated herein, being a portion of Planned

Development – Shopping Center District (“PD-SC”) from PD-SC as approved by Ordinance 808-23 to Specific Use Permit, Planned Development – Shopping Center (“SUP-2025-05-PD-SC”) to allow for the sale of wine and beer off-site consumption in the Vaquero Ventures/7-Eleven Convenience Store upon the Property as described in Exhibit A for an approximate 4,824 square foot site upon the Property, subject to all applicable City ordinances and regulations governing such use.

Pursuant to the zoning designation of SUP-2025-05-PD-SC, the Property shall only be used (i) as allowed by the Planned Development – Shopping Center (“PD-SC”) Zoning District (Ordinance No. 803-23) of the City, as amended by and subject to the conditions set forth herein for SUP-2025-05-PD-SC; (ii) in accordance with the Site Plan, as hereby approved, a copy of which is attached hereto and incorporated herein as **Exhibit B**; and (iii) in accordance with the Development Regulations as hereby approved and set forth in **Exhibit C**, a copy of which is attached hereto and incorporated herein.

SECTION 3. VARIANCE. In accordance with Section 6 (C) “Specific Use Permits Required for Alcoholic Beverage Sales” and Section 6(C)(10) (d), et seq., “Exceptions to Distance Requirements”, of Exhibit 14A, “Zoning Ordinance” of Chapter 14, “Zoning” of the Code of Ordinances of the City of Aubrey, a variance to the requirement for three hundred (300) feet of separation between the retail establishment selling alcoholic beverages for off-premise consumption on the Property and the Aubrey Public High School is hereby granted subject to compliance with the conditions set forth in **Exhibit C**.

SECTION 4. ZONING MAP. The official zoning map of the City shall be amended and annotated to reflect the change in zoning of the Property, a portion as to Planned Development – Shopping Center, from PD-SC to SUP-2025-05-PD-SC as described herein, and the updated map shall be on file with the Office of the City Secretary.

SECTION 5. COMPLIANCE REQUIRED. The Property shall be used only in the manner and for the purposes provided for in the City’s Code of Ordinances, this Ordinance, and the Zoning Ordinance of the City, as amended.

SECTION 6. PENALTY. Any person who violates of any provision this Ordinance, upon conviction, shall be deemed guilty of a misdemeanor and shall be fined a sum not to exceed two thousand dollars (\$2,000.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 7. CUMULATIVE REPEALER/SAVINGS. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and those that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 8. SEVERABILITY. If any section, subsection, clause, phrase or provision of this Ordinance, or any application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or any application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 9. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall become effective upon its passage and publication as required by law and City Charter.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS
ON THIS 26TH DAY OF JUNE, 2025.**

APPROVED:

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

Exhibit "A"
Legal Description
Vaquero Ventures/7-Eleven Convenience Store
AN APPROXIMATE 1.865 ACRES
NORTHEAST CORNER OF U.S. HIGHWAY 377 AND SPRING HILL ROAD (FM 428) IN THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243, CITY OF AUBREY, DENTON
COUNTY, TEXAS
Denton Central Appraisal District Parcel ID 1024838

BEING 1.865 acres (81,255 square feet) of land in the Francisco Trevino Survey, Abstract No. 1243, City of Aubrey, Denton County, Texas; said 1.865 acres (81,255 square feet) of land being a portion of that certain tract of land described in a Special Warranty Deed to Aubrey Land JV, LLC (hereinafter referred to as Aubrey Land JV tract), as recorded in Instrument number 2024-116209, Official Public Records, Denton County, Texas (O.P.R.D.C.T.); said 1.865 acres (81,255 square feet) of land being more particularly described, by metes and bounds, as follows:

BEGINNING at a Texas Department of Transportation Right-of-Way monument found for the Southeasterly corner of that certain tract of land described as Parcel P00024481-1 to Texas Department of Transportation (based on right-of-way located at Texas Department of Transportation Dallas District Office), same being the Northerly Southwest corner of the remainder of said Aubrey Land JV tract, same also being the proposed Easterly right-of-way line of U.S. Highway 377 (variable width right-of-way);

THENCE North 25 degrees 20 minutes 18 seconds East with the common line between the remainder of said Aubrey Land JV tract and the proposed Easterly right-of-way line of said U.S. Highway 377, a distance of 286.37 feet to a five-eighths inch iron rod with plastic cap stamp "BANNISTER ENGINEERING FIRM-10193823" set for corner;

THENCE South 64 degrees 41 minutes 08 seconds East, departing the proposed Easterly right-of-way line of said U.S. Highway 377, a distance of 181.77 feet to a five-eighths inch iron rod with plastic cap stamp "BANNISTER ENGINEERING FIRM-10193823" set for corner;

THENCE South 25 degrees 18 minutes 52 seconds West, a distance of 51.09 feet to a five-eighths inch iron rod with plastic cap stamp "BANNISTER ENGINEERING FIRM-10193823" set for corner;

THENCE South 00 degrees 00 minutes 00 seconds East, a distance of 291.65 feet to a five-eighths inch iron rod with plastic cap stamp "BANNISTER ENGINEERING FIRM-10193823" set for corner in the Northerly line of that certain tract of land described as Parcel P00024481-2 to Texas Department of Transportation (based on right-of-way located at Texas Department of Transportation Dallas District Office);

THENCE North 86 degrees 47 minutes 36 seconds West with the common line between the remainder of said Aubrey Land JV tract and the proposed right-of-way line of said Spring Hill Road, a distance of 86.43 feet to a Texas Department of Transportation Right-of-Way monument found for corner, same being the beginning of a non-tangent curve to the right, whose long chord bears North 86 degrees 00 minutes 32 seconds West, a distance of 10.83 feet;

THENCE Westerly, continue with the common line between the remainder of said Aubrey Land JV tract and the proposed right-of-way line of said Spring Hill Road, with said curve to the right having a radius of 78.00 feet, through a central angle of 07 degrees 57 minutes 43 seconds, for an arc distance of 10.84 feet to a Texas Department of Transportation Right-of-Way monument found for corner;

THENCE North 82 degrees 01 minute 42 seconds West, continue with the common line between the remainder of said Aubrey Land JV tract and the proposed right-of-way line of said Spring Hill Road, a distance of 80.02 feet to a Texas Department of Transportation Right-of-Way monument found for corner in the proposed Easterly right-of-way line of said U.S. Highway 377;

THENCE North 32 degrees 20 minutes 34 seconds West with the common line between said Aubrey Land JV tract and the proposed Easterly right-of-way line of said U.S. Highway 377, a distance of 165.77 feet to the **PLACE OF BEGINNING**, and containing a total calculated area of 1.865 acres (81,255 square feet) of land, having a net area of 1.793 acres (78,133 square feet), after future right-of-way dedication.

Exhibit "B"
Site Plan
Vaquero Ventures/7-Eleven Convenience Store

AN APPROXIMATE 1.865 ACRES
NORTHEAST CORNER OF U.S. HIGHWAY 377 AND SPRING HILL ROAD (FM 428) IN THE
FRANCISCO TREVINO SURVEY, ABSTRACT 1243, CITY OF AUBREY, DENTON COUNTY,
TEXAS
Denton Central Appraisal District Parcel ID 1024838



Exhibit "C"
Development Regulations
Vaquero Ventures/7-Eleven Convenience Store
AN APPROXIMATE 1.865 ACRES
NORTHEAST CORNER OF U.S. HIGHWAY 377 AND SPRING HILL ROAD (FM 428) IN THE
FRANSICO TREVINO SURVEY, ABSTRACT 1243, CITY OF AUBREY, DENTON COUNTY,
TEXAS
Denton Central Appraisal District Parcel ID 1024838

TABC Compliance: Applicant has submitted the TABC application

Type of Establishment: A retailer's convenience store with the off-premise consumption of wine and beer, with a limitation that of less than seventy-five percent (75%) of the total sales shall be from wine or beer.

Security: The owner/operator shall provide an adequate number of employees for security and consult with Police Chief/Director for determination of number of qualified employees to meet obligation.

Parking: The location is a proposed retail convenience store with parking.

Environmental Requirements: The owner/operator shall comply with nuisance ordinances and applicable state laws.

Expiration of SUP: Unless specified as a condition of approval by the City Council for an SUP, a Specific Use Permit issued for any alcoholic beverage sales under this section shall automatically expire upon a change in use of the Property, change of ownership to the Property and/or business, change in tenant of the lease space, upon the revocation, termination, or expiration of the certificate of occupancy, and/or ceases to be operated at the permitted location for a minimum period of six (6) continuous months, or as otherwise provided for the revocation of SUPs, as outlined in the Zoning Ordinance, as amended.

Compliance with Subdivision Ordinance: The site is proposed to be developed in accordance with the Subdivision Ordinance.

Proximity Regulations/Variance: The proposed location is within 300 feet (measured in a direct line from property boundaries) of a public school, (Aubrey High School), City Council approved a variance to the distance requirement. Prior to issuance of a certificate of occupancy for the use, the applicant shall submit documentation of approval for the BQ Permit the TABC.



**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

Consideration and action on a Replat application for Aubrey Estates Lot 9R to create one (1) lot in approximately 11.062 acres of the John M. Fisher Survey, Abstract No. 432, Thomas White Survey, Abstract No. 223, within the City of Aubrey Extraterritorial Jurisdiction, Denton County, Texas (*Aubrey Estates Replat Lot 9R, Hector and Ginger Araujo*)

Staff Contact

Helen-Eve Beadle, Planner
heleneve@heplanningdesign.com
469-360-6618

Summary

The applicant has submitted an application to replat two (2) lots, Lots 9 and 10 of Aubrey Estates, into one lot proposed as Lot 9R. The City of Aubrey is required to process plat applications in its extraterritorial jurisdiction (ETJ) through an Interlocal Agreement (ILA) with Denton County. The property water service is provided by Black Rock Water Supply and sanitation is by septic system. The property is in the extraterritorial jurisdiction (ETJ) and permitting will go through Denton County.

Recommendation

Staff has reviewed the Replat and recommended it for approval.

Planning & Zoning Commission Recommendation:

The Planning & Zoning Commission unanimously recommended (4-0) the Replat for City Council approval at their June 12, 2025 meeting.

Action Options:

The City Council may:

1. Approve the Replat as presented;
2. Approve the Replat with conditions; or
3. Deny the Replat.

Attachment:

1. Aubrey Estates Replat for Lot 9R
-

Financial Summary

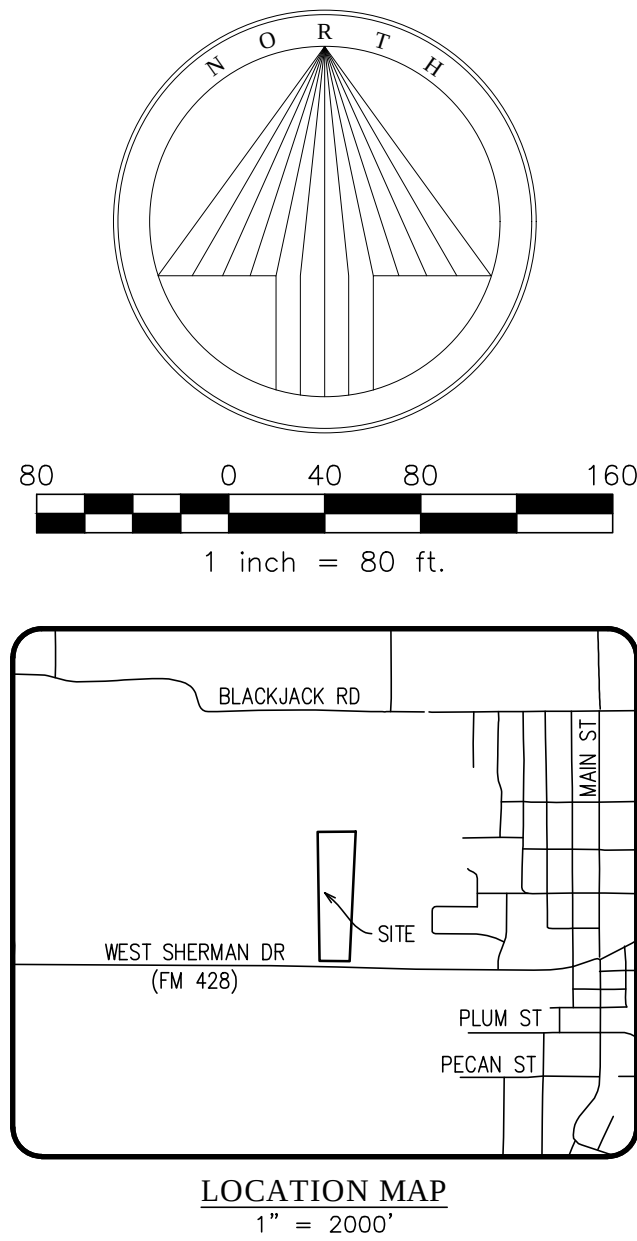
Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve the Replat.

Drawing: C:\2025\035\25-035_874 Sherman Drive\SUBDIV\DWG\25-035 Replat.dwg Saved By: Barnett, Save Time: 5/28/2025 10:45:52 AM Plotted by: Barnett, Plot Date: 5/28/2025 11:18 AM



LEGEND	
(Not all items may be applicable)	
o	1/2" IRON ROD WITH PLASTIC CAP STAMPED "SPIARSEN" SET, UNLESS OTHERWISE NOTED
IRF	IRON ROD FOUND
CRF	CAPPED IRON ROD FOUND
IPF	IRON PIPE FOUND
AMF	ALUMINUM MONUMENT FOUND
CM	CONTROL MONUMENT
Esmt.	EASEMENT
U/E	UTILITY
DE	DRAINAGE EASEMENT
DUE	DRAINAGE AND UTILITY EASEMENT
UE	UTILITY EASEMENT
WE	WATER EASEMENT
SSE	SANITARY SEWER EASEMENT
SE	SIDEWALK EASEMENT
STE	STREET EASEMENT
FAUE	FIRELANE, ACCESS, & UTILITY EASEMENT
WMC	WALL MAINTENANCE EASEMENT
HRE	HIKE & BIKE TRAIL EASEMENT
VAM	VISIBILITY, ACCESS & MAINTENANCE EASEMENT
BT	BY THIS PLAT
R.O.W.	RIGHT-OF-WAY
Min. FF	MINIMUM FINISH FLOOR ELEVATION
BL	BUILDING LINE
—>	STREET NAME CHANGE
◊	BLOCK DESIGNATION
▶	STREET FRONTAGE
Cab.	CABINET
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM	FLOOD INSURANCE RATE MAP
Ord. No.	ORDINANCE NUMBER
Inst./Doc.	INSTRUMENT OR DOCUMENT
DRDCT	DEED RECORDS, DENTON COUNTY, TEXAS
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS
OPRDCT	OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS

NOTES:

- This replat was prepared without the benefit of a commitment for title insurance. No research was performed for any easements other than that shown on the record plat of this property. Therefore, easements, agreements, and other documents may exist that affect the subject property that are not shown on this replat.
- Basis of bearing: State Plane Coordinate System, North Texas Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011. All distances shown are surface distances.
- Selling a portion of this addition by metes and bounds is a violation of City ordinance and state law and is subject to fines and withholding of utilities and building permits.
- The purpose of this replat is to combine lots 9 and 10 into a single lot.
- No part of the subject land is located in a 100-year Flood Plain or in an identified "flood prone area," as defined pursuant to the Flood Disaster Protection Act of 1973, as amended, as reflected by Flood Insurance Rate Map Panel 48121C0265G, dated 4/18/2011. The property is located in Zone "X" (areas determined to be outside the 500-year floodplain).

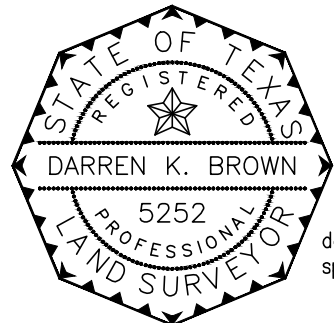
SURVEYOR'S CERTIFICATE

That I, Darren K. Brown, of Spiars Engineering, Inc., do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Aubrey, Texas.

Dated this the ____ day of ____, 2025.

PRELIMINARY, THIS DOCUMENT
SHALL NOT BE RECORDED
FOR ANY PURPOSE

DARREN K. BROWN, R.P.L.S. NO. 5252



darren.brown@
spiarsengineering.com

STATE OF TEXAS §
COUNTY OF COLLIN §

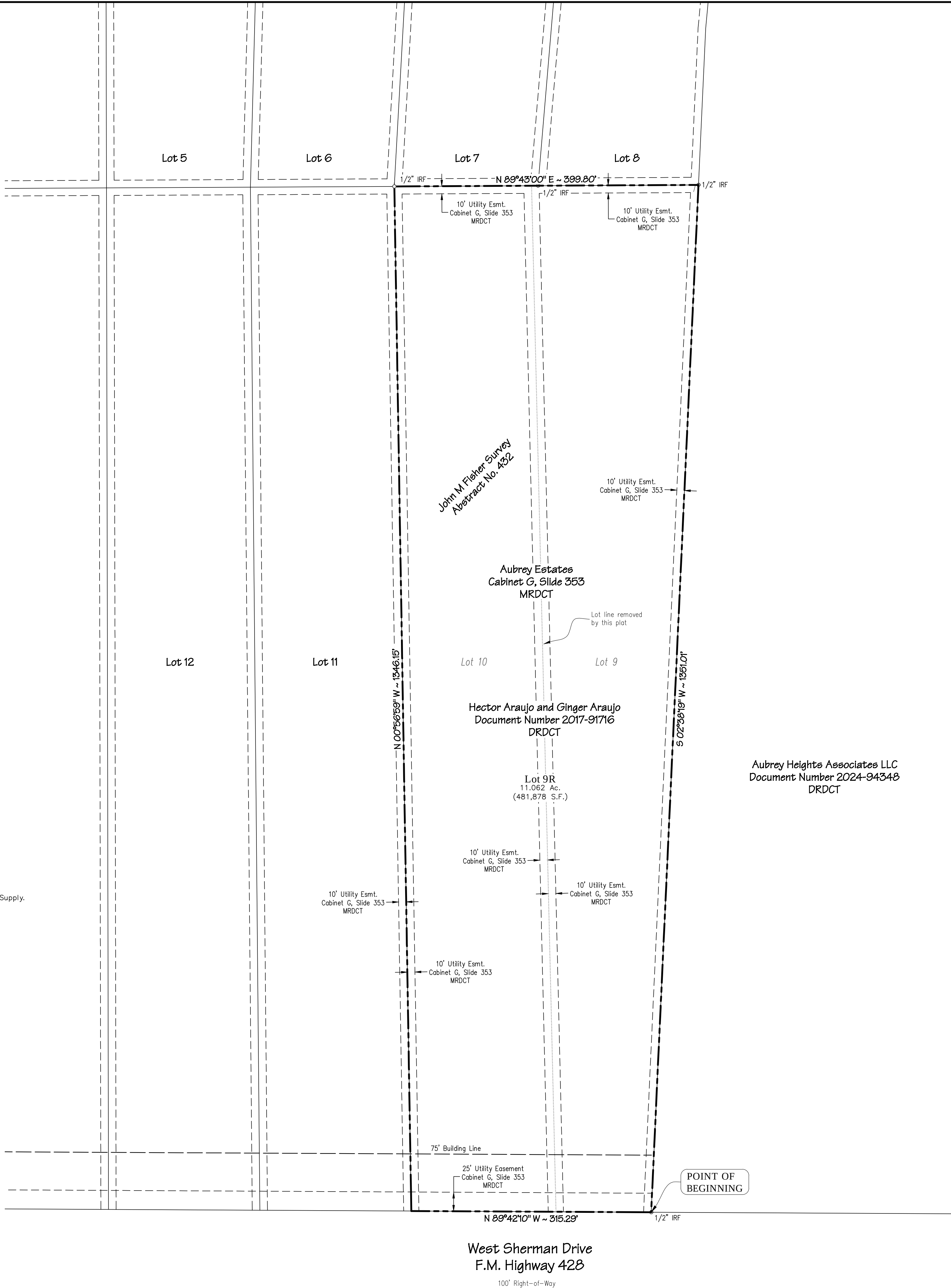
BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Darren K. Brown, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of ____, 2025.

Notary Public, State of Texas

UTILITY NOTES:

- Sanitation by individual septic.
- Water service to be provided by Black Rock Water Supply.



STATE OF TEXAS §
COUNTY OF DENTON §

OWNER'S CERTIFICATE

WHEREAS Hector and Ginger Araujo are the owners of a tract of land situated in the John M. Fisher Survey, Abstract No. 432, Denton County, Texas according to the deed recorded in Document No. 2017-91716 of the Deed Records, Denton County, Texas, also being all of Lots 9 and 10, Aubrey Estates, an addition recorded in Cabinet G, Slide 353 of the Map Records, Denton County, Texas, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for the southeast corner of Lot 9, being the southwest corner of a tract conveyed to Aubrey Heights Associates LLC, according to the deed recorded in Document No. 2024-94348 DRDCT, and being on the north line of West Sherman Drive, also known as Farm to Market Road 428, a 100' right-of-way;

THENCE N 89°42'10" W, 315.29 feet along the north line of West Sherman Drive to the southwest corner of Lot 10, also being the southeast corner of Lot 11, Aubrey Estates;

THENCE N 00°56'59" W, 1346.15 feet along the east line of Lot 11 to a 1/2" iron rod found for the northeast corner thereof, also being the northwest corner of Lot 10, the southeast corner of Lot 6, and the southwest corner of Lot 7;

THENCE N 89°43'00" E, 399.80 feet along the south line of Lots 7 and 8 to a 1/2" iron rod found for the southeast corner of Lot 8, also being the northeast corner of Lot 9, and on the west line of said Aubrey Heights Associates tract;

THENCE S 02°38'19" W, 1351.01 feet along the west line thereof to the POINT OF BEGINNING with the subject tract containing 481,878 square feet or 11.062 acres of land.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That We, **Hector and Ginger Araujo**, do hereby adopt this plat designating the hereinabove described property as **Lot 9R Aubrey Estates**, an Addition to the City of Aubrey, and do hereby dedicate to the public use forever the streets and alleys shown thereon and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easement strips and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strip for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Aubrey, Texas.

Witness our hands at ____ County, Texas, this ____ day of ____, 2025.

HECTOR ARAUJO

By: _____

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of ____, 2025.

Notary Public, State of Texas

GINGER ARAUJO

By: _____

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of ____, 2025.

Notary Public, State of Texas

CERTIFICATE OF REPLAT APPROVED

THIS REPLAT 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

ATTEST
JENNY HICKS, CITY SECRETARY
CITY OF AUBREY, TEXAS

REPLAT

AUBREY ESTATES

LOT 9R

BEING A REPLAT OF LOTS 9 & 10

AUBREY ESTATES

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

Recorded in Cabinet G, Slide 353, Map Records, Denton County, Texas

11.062 Acres

OWNER / APPLICANT
Hector & Ginger Araujo
874 W. Sherman Drive
Aubrey, Texas 76227
Telephone (817) 575-7263
Contact: Hector Araujo

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPELS No. F-2121 and No. F-10043100
Contact: Tyler Barnett

**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

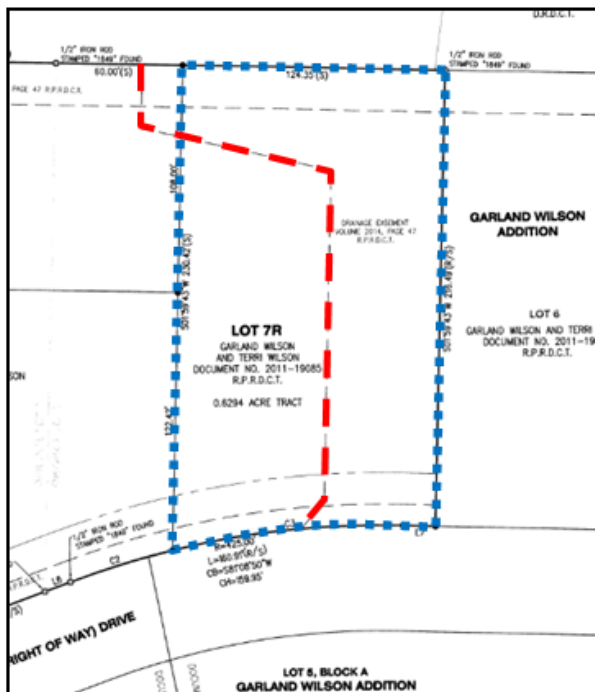
Consideration and action on a Replat application for the Garland Wilson Addition, Lot 7R1 on approximately 0.628 acres in the Francisco Trevino Survey, Abstract No. 1243, within the City of Aubrey, Denton County, Texas (*Garland & Terri Wilson, Garland Wilson Lot 7R1 Replat*)

Staff Contact

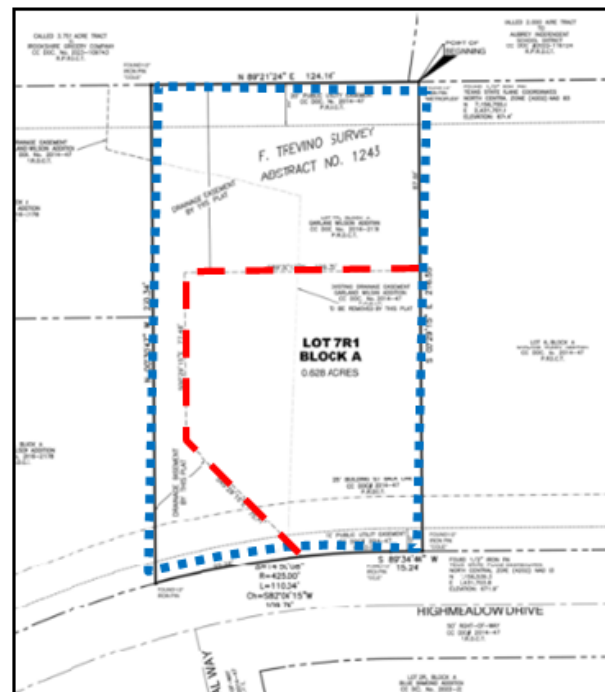
Helen-Eve Beadle, Planner
heleneve@heplanningdesign.com
469-360-6618

Summary

The applicant has submitted an application to Replat Lot 7R to reconfigure a drainage easement in order to provide for an improved lot that can be developed. The image below illustrates the existing and proposed configuration of the easement.



EXISTING LOT & DRAINAGE EASEMENT



PROPOSED LOT & DRAINAGE EASEMENT

Civil engineering plans, as part of the Replat application, have been submitted and approved by the City Engineer. The lot does not have an approved Site Plan, and before the property is released for a building permit, a Site Plan application and recommendation/approval by the Planning & Zoning Commission/City Council is required. Grading will be permitted to occur to relocate the new drainage improvements associated with the reconfigured easement.

Recommendation:

Staff has reviewed the Replat and recommended it for approval. A complete Site Plan application for the lot

will be required prior to a building permit being issued.

Planning & Zoning Commission Recommendation:

The Planning & Zoning Commission unanimously recommended (4-0) the Replat for City Council approval at their June 12, 2025 meeting.

Action Options:

The City Council may:

1. Approve the Replat as presented;
2. Approve the Replat with conditions; or
3. Deny the Replat.

Attachments:

1. Garland Wilson Addition, Lot 7R1
-

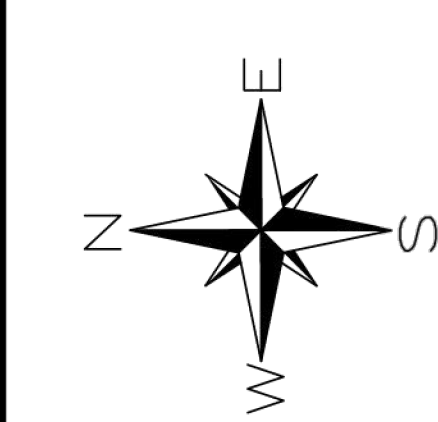
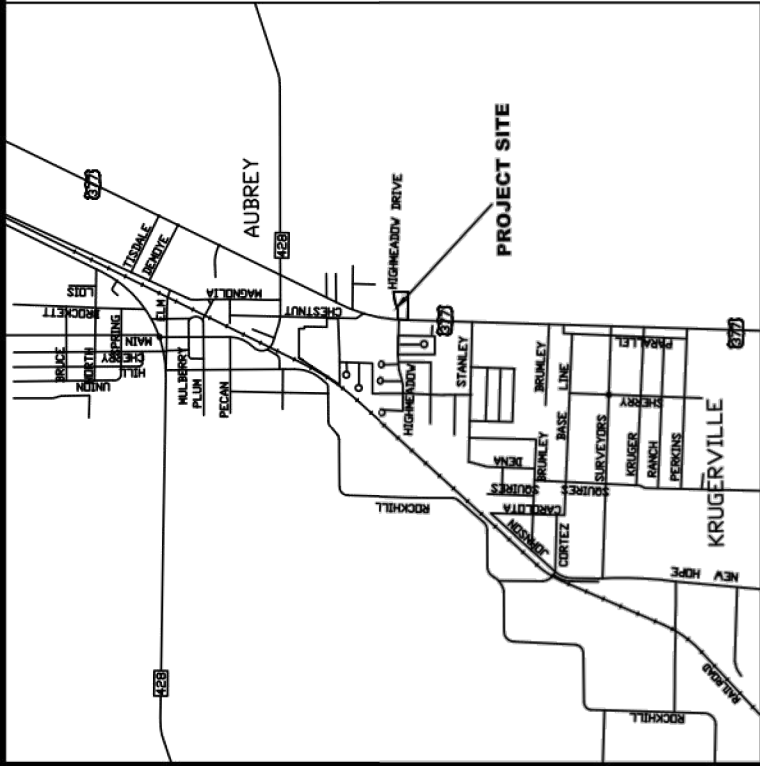
Financial Summary

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve the Replat.



WATER:
CITY OF AUBREY
107 S. MAIN STREET
AUBREY, TX 76227
PH(940)440-9343
FAX(940)440-9343
WWW.AUBREYTX.GOV

TELECOMMUNICATIONS:
AT&T
2301 RIDGE VIEW DRIVE
AUBREY, TX 76227
PH(940)440-3084
FAX(940)440-3084
WWW.AT&T.COM

ELECTRIC:
TEXAS-NEW MEXICO POWER
107 S. MAIN STREET
AUBREY, TX 76227
PH(940)440-9343
FAX(940)440-9343
WWW.AUBREYTX.GOV

SEWER:
CITY OF AUBREY
107 S. MAIN STREET
AUBREY, TX 76227
PH(940)440-9343
FAX(940)440-9343
WWW.AUBREYTX.GOV

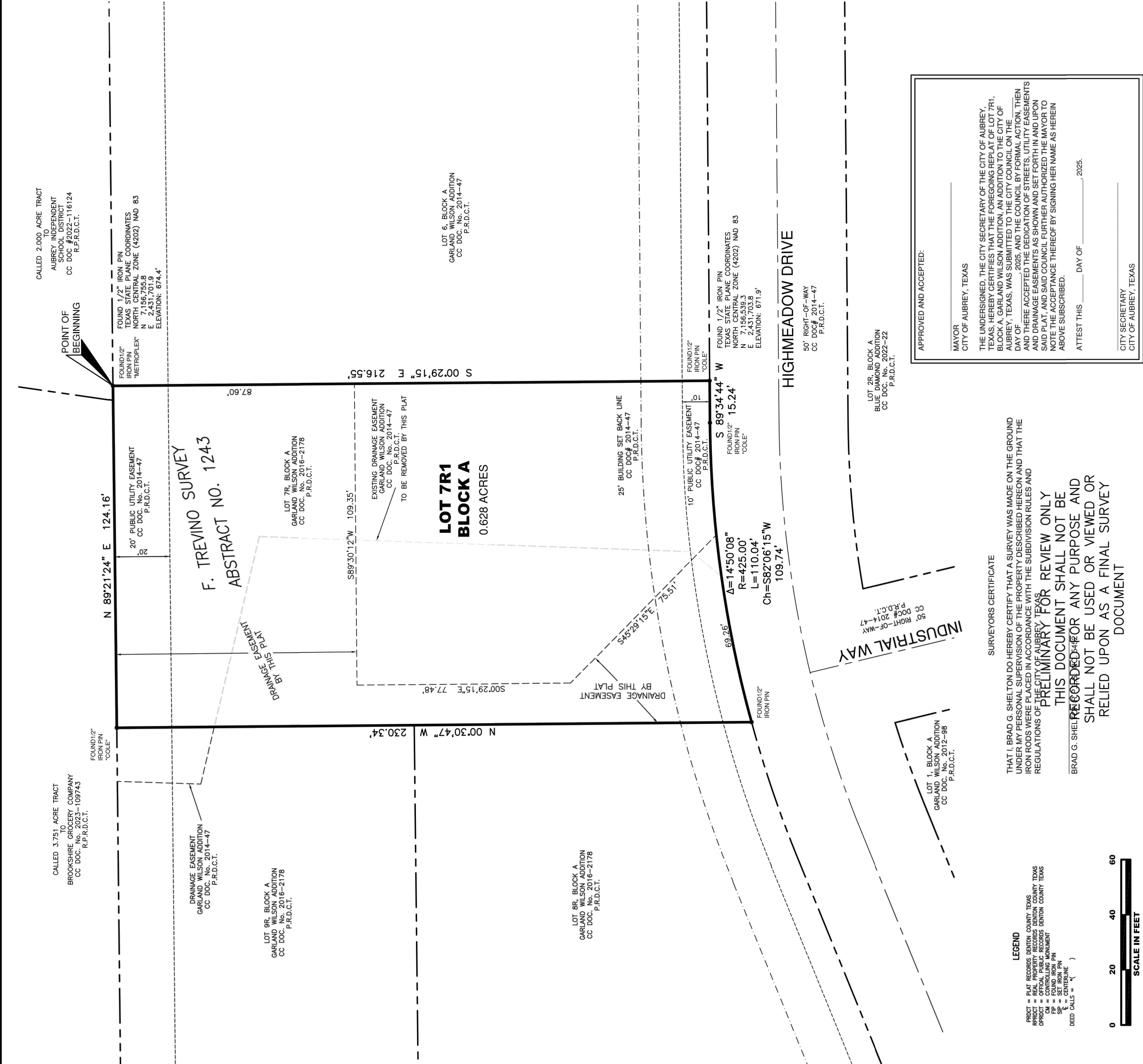
GENERAL NOTES:

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. 1/2" INCH IRON RODS SET AT LOT CORNERS WITH YELLOW PLASTIC CAPS STAMPED WITH METROPLEX 10023300, UNLESS OTHERWISE NOTED.
3. THE PURPOSE OF THIS REPLAT IS TO RELOCATE THE EXISTING DRAINAGE EASEMENT.
4. BEARINGS ARE BASED ON GPS OBSERVATIONS USING TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 NORTH CENTRAL, TEXAS ZONE (4202), SURFACE DISTANCES ARE SHOWN. GRID COORDINATES SHOWN FOR MAPPING PURPOSES.
5. BY GRAPHIC PLOTTING ONLY. THIS PROPERTY IS WITHIN ZONE "X" AREAS DETERMINED TO BE OUTSIDE OF A DESIGNATED 100 YEAR OR 500 YEAR FLOOD PLAIN AS SHOWN BY FIRM MAP COMMUNITY-PANEL NUMBER 48121C0285G, DATED APRIL 18, 2011. NO SURVEYING WAS PERFORMED TO DETERMINE THIS FLOOD ZONE.
6. 1 LOT FOR COMMERCIAL USE.
7. ZONED SC- SHOPPING CENTER.



CALL AT LEAST 48 HOURS BEFORE DIGGING
Know what's below.
Call before you dig.
(800) 545-6005 OR 811

A FEDERAL LAW NOW IN EFFECT ALSO STATES THAT ANY PERSON WHO ENGAGES IN EXCAVATION ACTIVITIES WITHOUT FIRST USING AN AVAILABLE ONE-CALL NOTIFICATION SYSTEM TO DETERMINE LOCATIONS OF UNDERGROUND FACILITIES, OR WITHOUT HEEDING LOCATION INFORMATION OR MARKINGS AND SUBSEQUENTLY CAUSING DAMAGE TO ANY SUCH FACILITY, IS SUBJECT TO A FINE OF UP TO \$10,000. THE LAW ALSO STATES THAT OSHA MAY BE NOTIFIED OF ANY ACCIDENT CAUSED BY AN EXCAVATOR.



SURVEYOR'S CERTIFICATE

THAT I, BRAD G. SHELTON, DO HEREBY CERTIFY THAT A SURVEY WAS MADE ON THE GROUND UNDER MY PERSONAL SUPERVISION OF THE PROPERTY DESCRIBED HEREON, AND THAT THE IRON RODS WERE PLACED IN ACCORDANCE WITH THE SUBDIVISION RULES AND REGULATIONS OF THE CITY OF AUBREY, TEXAS.

THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE AND
SHALL NOT BE USED OR VIEWED OR
RELIED UPON AS A FINAL SURVEY
DOCUMENT

BRAD G. SHELTON
CITY SECRETARY
CITY OF AUBREY, TEXAS

LEGEND
PRODOT = PLAT RECORDS DENTON COUNTY, TEXAS
RRPRODOT = REAL PROPERTY RECORDS DENTON COUNTY, TEXAS
GRID = GRID COORDINATES SHOWN FOR MAPPING PURPOSES
CH = CHORD DISTANCE
SP = SET IRON PIN
E = CENTERLINE
DEED CALC = ()



DATE	REVISIONS	BY:	DMS	BGS	SCALE	DWN.	1"=20'
02/24/25	ADDRESSED COMMENTS FROM CITY OF AUBREY	BGS	CKD.	BGS	1"=20'		

Metroplex Surveying, Inc.

1904 BLACKJACK ROAD WEST
AUBREY, TEXAS 76227
(940) 365-0800

OWNER: GARLAND & TERRI WILSON
1904 BLACKJACK ROAD WEST
AUBREY, TEXAS 76227
(940) 365-0800

SHEET	1	OF	1
JOB NO.	38393		

FIRM NO. 10023300

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS VIE, GARLAND WILSON AND TERRI WILSON, ARE THE OWNERS OF AN 0.628 ACRE TRACT OF LAND, BEING A PORTION OF THE SOUTHWEST CORNER OF LOT 7R, BLOCK A, GARLAND WILSON ADDITION, AUBREY, DENTON COUNTY, TEXAS, AND BEING ALL OF LOT 7R, BLOCK A, GARLAND WILSON ADDITION, AN ADDITION TO THE CITY OF AUBREY, AS SHOWN BY THE PLAT THEREOF RECORDED UNDER DOCUMENT NUMBER 2016-2178, PLAT RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" INCH IRON PIN MARKED "METROPLEX" AT THE NORTHEAST CORNER OF SAID LOT 7R, AT THE NORTHWEST CORNER OF LOT 6, BLOCK A, GARLAND WILSON ADDITION, AN ADDITION TO THE CITY OF AUBREY, AS SHOWN BY THE PLAT THEREOF RECORDED UNDER DOCUMENT NUMBER 2014-47, PLAT RECORDS, DENTON COUNTY, TEXAS, SAID PIN ALSO BEING ON THE SOUTH LINE OF A CALLED 2,000 ACRE TRACT DESCRIBED IN A DEED TO AUBREY INDEPENDENT SCHOOL DISTRICT, RECORDED UNDER DOCUMENT NUMBER 2022-116124, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 00 DEGREES 29 MINUTES 15 SECONDS EAST, WITH THE EAST LINE OF SAID LOT 7R AND THE WEST LINE OF SAID LOT 6, A DISTANCE OF 216.55 FEET, TO A FOUND 1/2" IRON PIN WITH A PLASTIC CAP MARKED "COLE", AT THE SOUTHWEST CORNER OF SAID LOT 6, BEING THE SOUTHEAST CORNER OF SAID LOT 7R, SAID PIN BEING ON THE NORTH RIGHT-OF-WAY LINE OF HIGHMEADOW DRIVE (60' RIGHT-OF-WAY);

THENCE SOUTH 89 DEGREES 34 MINUTES 44 SECONDS WEST, WITH A SOUTH LINE OF SAID LOT 7R AND THE NORTH RIGHT-OF-WAY OF HIGHMEADOW DRIVE, A DISTANCE OF 152.4 FEET, TO A FOUND 1/2" INCH IRON PIN WITH A PLASTIC CAP MARKED "COLE", AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE AROUND SAID CURVE TO THE LEFT, CONTINUING WITH A SOUTH LINE OF SAID LOT 7R AND THE NORTH RIGHT-OF-WAY LINE OF HIGHMEADOW DRIVE, HAVING A CENTRAL ANGLE OF 14 DEGREES 50 MINUTES 08 SECONDS, A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 110.04 FEET AND A CHORD WHICH BEARS SOUTH 82 DEGREES 08 MINUTES 15 SECONDS WEST, A DISTANCE OF 109.74 FEET TO A FOUND 1/2" IRON PIN, AT THE SOUTHWEST CORNER OF SAID LOT 7R, BEING THE EASTERMOST SOUTHEAST CORNER OF LOT 8R, BLOCK A, OF SAID GARLAND WILSON ADDITION;

THENCE NORTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, WITH THE COMMON LINE BETWEEN SAID LOT 7R AND SAID LOT 8R, A DISTANCE OF 230.34 FEET TO A FOUND 1/2" INCH IRON PIN WITH A PLASTIC CAP MARKED "COLE", AT THE NORTHEAST CORNER OF LOT 9R, BLOCK A, OF SAID GARLAND WILSON ADDITION, BEING THE NORTHWEST CORNER OF SAID LOT 7R, SAID PIN ALSO BEING ON THE SOUTH LINE OF A CALLED 3,751 ACRE TRACT DESCRIBED IN A DEED TO BROOKSHIRE GROCERY COMPANY, RECORDED UNDER DOCUMENT NUMBER 2023-109743, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 21 MINUTES 24 SECONDS EAST, WITH THE NORTH LINE OF SAID LOT 7R AND THE SOUTH LINE OF SAID 3,751 ACRE TRACT, A DISTANCE OF 124.16 FEET TO THE POINT OF BEGINNING AND CONTAINING IN ALL 0.628 ACRES OF LAND.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT WE, GARLAND WILSON AND TERRI WILSON DO HEREBY ADOPT THIS PLAT, DESIGNATING THE HEREIN DESCRIBED PROPERTY AS, LOT 7R1, BLOCK A, GARLAND WILSON ADDITION, AN ADDITION TO THE CITY OF AUBREY, DENTON COUNTY, TEXAS, AND DO HEREBY DEDICATE TO PUBLIC USE FOREVER THE STREETS AND EASEMENTS AS SHOWN HEREON.

BY: GARLAND WILSON, OWNER

BY: TERRI WILSON, OWNER

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED, GARLAND WILSON, 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 THE CAPACITY THEREIN STATED;

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF ____, 2025.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED, TERRI WILSON, 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 THE CAPACITY THEREIN STATED;

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF ____, 2025.

NOTARY PUBLIC, STATE OF TEXAS

REPLAT
LOT 7R1, BLOCK A
BEING A REPLAT OF
LOT 7R, BLOCK A
GARLAND WILSON ADDITION

BEING 0.628 ACRES IN THE
FRANCISCO TREVINO SURVEY,
ABSTRACT NO. 1243,
CITY OF AUBREY,
DENTON COUNTY, TEXAS.



City Council Meeting
Staff Report
June 26, 2025

Agenda Item

Hold a public hearing, consider, and act on an Ordinance amending Exhibit 14A, "Zoning Ordinance," in Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas, and the official Zoning Map of the City as requested in an application for a change in zoning for property currently zoned as SF10-Single-Family Residential 10,000 Square Foot Lot to a new zoning classification of SF75-Single-Family Residential 7,500 Square Feet. The property contains approximately 0.604 acres of land out of the J.M. Fisher Survey, Abstract Number 432 City of Aubrey, Denton County, Texas and is addressed as 105 E. North Street. The property is located at the northwest corner of E. North Street and Brockett Street. Denton CAD Property ID 52030. (105 E North St. Burke)

Staff Contact

Helen-Eve Beadle, Planner
heleneve@heplanningdesign.com
469-360-6618

Summary

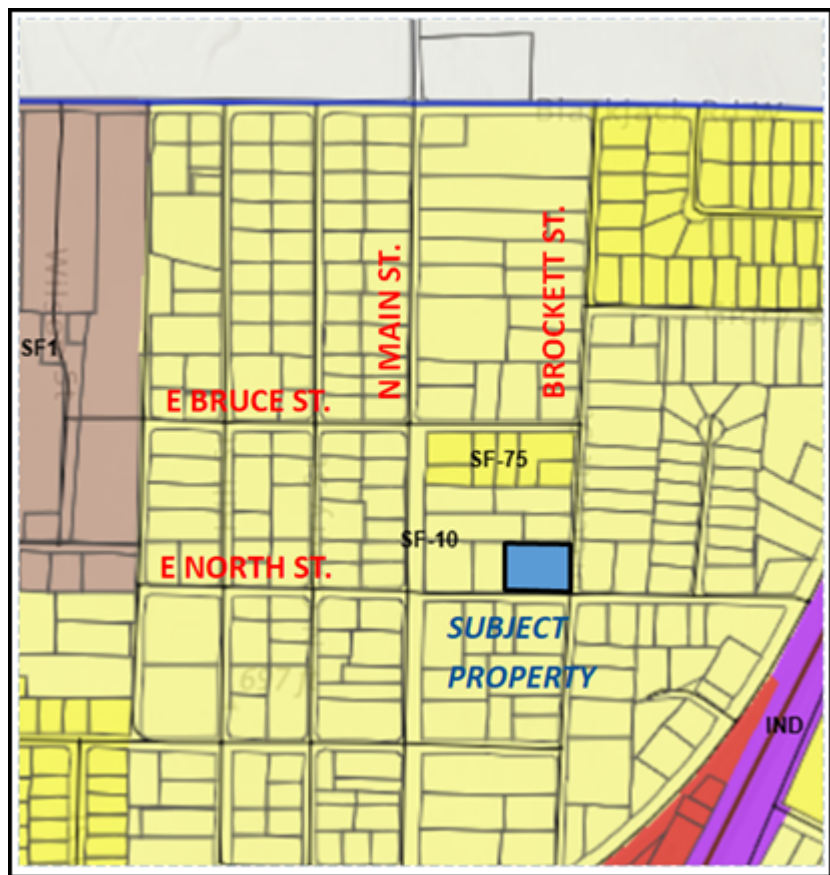
The applicant has submitted an application to rezone the property located at 105 E North Street from SF10-Single-Family Residential 10, 000 Square Foot Lot to SF75-Single-Family Residential 7,500 Square Feet to allow for dimensional requirements that will allow the lot to be platted into two (2) residential lots.

The main differences in the two zoning districts are minimum lot area, minimum lot depth, maximum lot coverage, and minimum dwelling area.

Zoning Requirement	SF10	SF-75
Min. Lot Area	10,000 SF	7,500 SF
Min. Lot Width	70 Feet	60 Feet
Min. Lot Depth	150 Feet	120 Feet
Min. Front Yard	25 Feet	25 Feet
Min. Side Yard	8 Feet	8 Feet
Min. Rear Yard	25 Feet	25 Feet
Max. Lot Coverage	40%	35%
Min. Dwelling Area	1,500 SF	1,200 SF
Max. Building Height	35 Feet	35 Feet

The property dimensions are approximately 172 feet wide by 153 feet deep and 26,310 square feet in area. Once right-of-way is dedicated for E North Street, the property/future lots would not meet the minimum lot depth requirement of 150 feet for the SF-10 district. Additionally, upon right-of-way dedication for Brockett Street (east side of property) and a minimum side yard of eight (8) feet being provided on the east side of the existing structure, the corner lot may not meet the minimum lot width requirement (70 feet) for the SF10 district. Plats are required to meet minimum zoning standards.

The Zoning Map indicates the majority of the surrounding neighborhood as being zoned SF10 with a pocket of SF-75 along Bruce Street. It is important to mention that quite often when cities adopt zoning maps a single district is applied to an existing/older part of the city whether all of the lots meet the standards or not. There are a number of lots and parcels in this area of Aubrey that do not meet minimum lot area, lot depth, square footage, and/or setbacks, etc. The applicant has submitted a summary of intent for the anticipated subdivision of the property and it is included as an attachment to this report.



ZONING MAP

The rezoning application is in accordance with the Comprehensive Plan Land Use Designation as Mixed Residential Neighborhood.

Notifications:

Notifications as required by Texas Local Government Code and the City of Aubrey Zoning Ordinance were provided.

At the time of agenda report preparation, two (2) letters in support and one (1) in opposition to the rezoning request had been received.

Recommendation:

Staff reviewed the rezoning application and recommended it for approval.

Planning & Zoning Commission Recommendation:

The Planning & Zoning Commission unanimously recommended (4-0) the rezoning application for approval at their June 12, 2025 meeting.

Action Options:

The City Council may:

1. Approve the Ordinance for rezoning; or

2. Deny the rezoning application.

Attachments:

1. Location/Notification Map
 2. Zoning Exhibit
 3. Owner Summary of Intent
 4. Letters of Support/Opposition
 5. Ordinance
-

Financial Summary

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve the ordinance rezoning the property to SF75 Single-Family Residential 7, 500 Square Feet.

105 E. NORTH STREET AUBREY, TX 76227

200-FOOT NOTIFICATION MAP

LEGEND



200-foot Radius

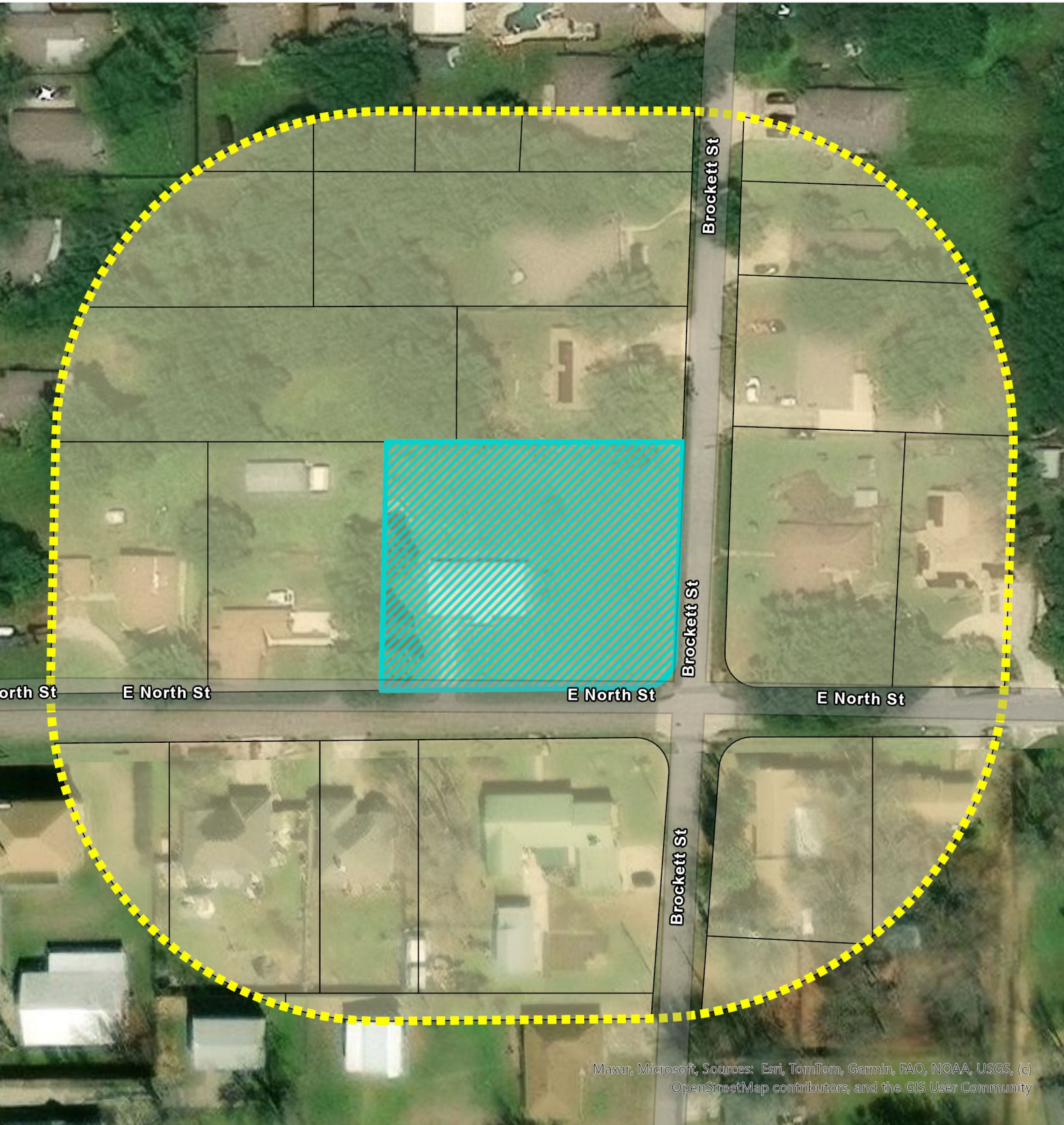


105 E North St.



Parcels within 200-foot radius

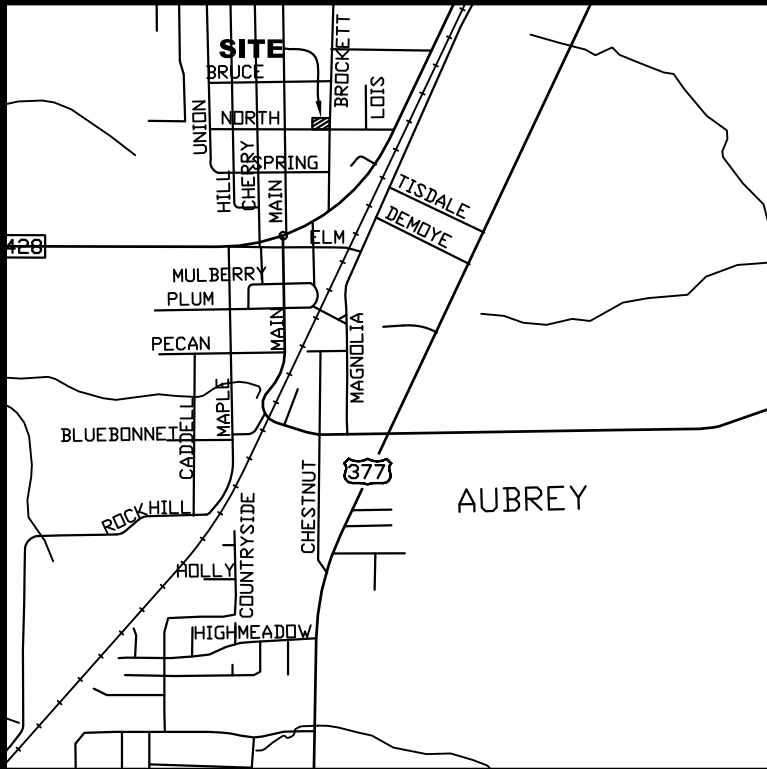
N



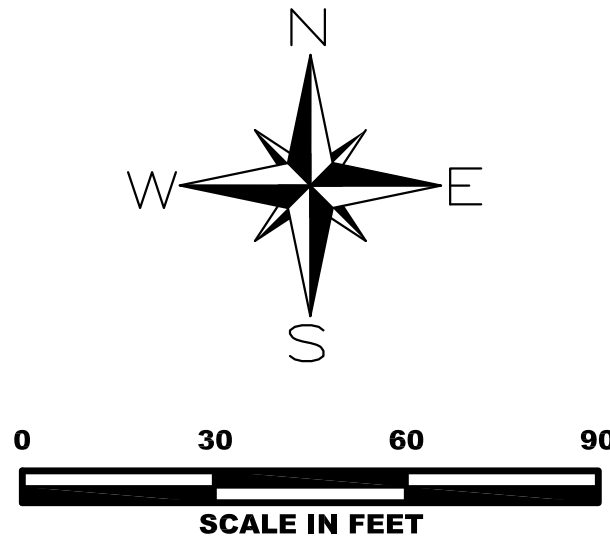
Maxar, Microsoft, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

0 125 250 Feet

Scale: 1 inch = 100 feet



VICINITY MAP
NTS



PRELIMINARY FOR REVIEW ONLY
THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE AND
SHALL NOT BE USED OR VIEWED OR
RELIED UPON AS A FINAL SURVEY
DOCUMENT

DATE	REVISIONS

DWN.	BGS	SCALE
		1"=30'
CKD.	DMS	DATE
BY:		03/21/25



Metroplex
Surveying, Inc.

940-387-0506 223 W. HICKORY, DENTON, TEXAS 76201 info@metroplexsurveying.com

0.604 ACRES IN THE J.M. FISHER SURVEY, ABSTRACT
NUMBER 432, CITY OF AUBREY, DENTON COUNTY, TEXAS.

SHEET	1
OF	1
JOB No.	38364

ZONING EXHIBIT

FIRM NO. 10023300

April 23, 2025

My name is Jean Reding Burk, and I have lived in Aubrey most of my life. Since 1982, I have owned property on East North Street. At my mother's death this past year, I inherited her property at 105 E. North Street. It is that piece of property I'm asking to have rezoned.

In the original 3 plats on the east side of the 100 Block of East North Street, the depth was 150 feet but with the future Right-of-Way dedication the lots are now only 140 feet. This area is zoned as SF10 with each lot having at least 10,000 square feet and a depth of 150 feet.

Since the lots no longer have a depth of 150 feet, I'm asking for the lot at 105 E. North St to be rezoned from SF 10 to SF 75.

If the rezone is approved at this time, I will follow with a request to divide this .53-acre lot into 2 lots each having 10,000+ square foot and a depth of 140 feet.

Thank you

Personal Note:

The original house will be on the west lot, and a second lot will be east of the house on the corner of Brockett and North Street. Over the last few years as my mother aged, the house was remodeled making it more accessible for senior adults or someone with a disability. These changes include a handicap walk-in shower, all doorways large enough for a walker/wheelchair, and a ramp at the front entrance. Someone looking for this type of a house for senior adults or with disabilities probably does not want one with such a large lot; therefore, I'm asking for the rezone so the lot can be replatted into two smaller lots.

Your Name: Randy Tarlton representing First Christian Church, Aubrey
Your Address: P.O. Box 93 Aubrey, TX 76227

- ☒ I SUPPORT THE ZONING CHANGE
☐ I OPPOSE THE ZONING CHANGE

Remarks:

107 S. Main Street • Aubrey, TX 76227 • (940) 440-9343

From: Courtney Johnson <clsmith93@hotmail.com>
Sent: Thursday, June 12, 2025 7:43 PM
To: City Secretary <CitySecretary@aubreytx.gov>
Subject: Planning and zoning change at 105 E North St.

To Whom it may concern,

I/We are opposing the zoning change that is going to the council Thursday June 26th for 105 E North St.

Chad & Courtney Johnson
511 Brockett St. Aubrey, Tx 76227

Additional remarks:

We have heard that the plans are actually to put an apartment building and or townhomes on the lot. That has got to be the worst idea, unless y'all are planning on making the streets bigger. People already speed like crazy down the small streets we have. Not to mention what it will do for drainage in the area.



Notice of Public Hearings

Notice is hereby provided that the Planning & Zoning Commission will hold a public hearing on **Thursday, June 12, 2025**, at 6:00 pm, at the Aubrey City Council Chambers located at 226 Countryside Drive, Aubrey, TX, to consider and make a recommendation to the Aubrey City Council on the item listed below, and on **Thursday, June 26, 2025**, at 6:00 pm, at the Aubrey City Council will hold a public hearing at Aubrey City Council Chambers, 226 Countryside Dr, Aubrey TX 76227, to consider and possibly act on an Ordinance regarding the item listed below.

Public Hearing: An amendment to Exhibit 14A, "Zoning Ordinance," in Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas, and the official Zoning Map of the City as requested in an application for a change in zoning for property zoned as SF10-Single-Family Residential 10,000 Square Foot Lot to SF75-Single-Family Residential 7,500 Square Feet. The property is approximately 0.604 acres of land out of the J.M. Fisher Survey, Abstract Number 432 City of Aubrey, Denton County, Texas and is addressed as 105 E. North Street. The property is located at the northwest corner of E. North Street and Brockett Street. Denton CAD Property ID 52030. (105 E North St. Burke)

You are receiving this notice because you are a property owner within 200 feet of the boundary of the proposed request. As with all such requests, the PLANNING & ZONING COMMISSION AND CITY COUNCIL are seeking public comment regarding this matter. All interested persons are invited to attend and make comments. If you are unable to attend the public hearing, you may submit written comments prior to the close of the Public Hearing. Property owners whose names do not appear on the County Appraisal District's records may require a notarized statement affirming ownership. For more information, call 940-440-9343.

You may return this form with your remarks to the **Planning Department, 107 S. Main Street, Aubrey, Texas 76227** or via email: citysecretary@aubreytx.gov. Please indicate support or opposition to the proposal and any additional remarks, as well as your name and address for the record.

Your Name:

Your Address:



I SUPPORT THE ZONING CHANGE



I OPPOSE THE ZONING CHANGE

Remarks:

CITY OF AUBREY
ORDINANCE NUMBER 911-25

AN ORDINANCE OF THE CITY OF AUBREY, TEXAS, AMENDING EXHIBIT 14A, "ZONING ORDINANCE," IN CHAPTER 14, "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF AUBREY, TEXAS, (THE "ZONING ORDINANCE") AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO CHANGE THE ZONING FROM "SF10" SINGLE-FAMILY RESIDENTIAL DISTRICT TO "SF75" SINGLE-FAMILY RESIDENTIAL DISTRICT FOR AN APPROXIMATE 0.604 ACRE TRACT OF LAND, GENERALLY LOCATED AT THE NORTHWEST CORNER OF E. NORTH STREET AND BROCKETT STREET, BEING SITUATED IN THE J.M. FISHER SURVEY, ABSTRACT NO. 432, AND ADDRESSED AS 105 E. NORTH STREET (DENTON CAD PID 52030), CITY OF AUBREY, DENTON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENT; AMENDING THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR A MAXIMUM PENALTY OF TWO THOUSAND DOLLARS (\$2,000.00), FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY OR PART OF A DAY DURING ON OR WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A CUMULATIVE REPEALER/SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Aubrey, Texas (hereinafter referred to as "City") is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council of the City (the "City Council"), is authorized and empowered by law, in accordance with Chapter 211 of the Texas Local Government Code, to adopt zoning regulations governing the use of land within the City; and

WHEREAS, the City Council adopted Exhibit 14A in Chapter 14 of its Code of Ordinances, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, the property owner owns an approximate 0.604-acre tract of land, generally located at the northwest corner of E. North Street and Brockett Street and is addressed as 105 E. North Street (Denton CAD PID 52030), City of Aubrey, Denton County, Texas, and situated in the J.M. Fisher Survey, Abstract No. 432, legally described and depicted in Exhibit A, attached hereto (the "Property"); and

WHEREAS, the City received a request from the owner of the Property to change the zoning on the Property from "SF10" Single-Family Residential District to "SF75" Single-Family Residential District; and

WHEREAS, after public notices were given in compliance with Texas law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City (the "Planning and Zoning Commission") has recommended to the City Council to approve

establishing the requested zoning classification on the Property and to amend the official zoning map of the City (the "Zoning Map") to reflect the "SF75" Single-Family Residential District; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which it considered comments from the Public and the recommendation of the Planning and Zoning Commission and, among other things, the character of the land and its suitability for particular uses, and compatibility of the proposed rezoning to SF-75 with surrounding uses, the goals and objectives of the Comprehensive Zoning Ordinance and Zoning Map of the City and the Future Land Use Plan, the City Council determined that the proposed amendment to the Zoning Ordinance set forth herein below is consistent with the goals of land development as set forth in the Comprehensive Plan and Zoning Ordinance, and would encourage the most appropriate use of land in the City, and the City Council does hereby find that the requested zoning accomplishes such objectives; and

WHEREAS, the City Council finds that rezoning the Property to SF-75 would allow orderly development of the Property which would serve the best interest of the health, safety, and general welfare of the public; and

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

SECTION 1. INCORPORATION OF PREMISES. It is hereby officially determined that the findings and recitations contained above in the preamble of this Ordinance are true and correct legislative findings of the City Council and are incorporated herein by reference.

SECTION 2. ZONING AMENDMENT. Exhibit 14A, "Zoning Ordinance," of Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas, (the "Zoning Ordinance") is hereby amended to rezone the approximate 0.604-acre tract of land, generally located at the northwest corner of E. North Street and Brockett Street, addressed as 105 E. North Street (Denton CAD Parcel ID 52030) City of Aubrey, Denton County, Texas, and situated in the J.M. Fisher Survey, Abstract No. 432, legally described and depicted in Exhibit A (the "Property") attached hereto and incorporated herein, from "SF10" Single-Family Residential District to "SF75" Single-Family Residential District.

SECTION 3. ZONING MAP. The official zoning map of the City shall be amended to reflect the change in zoning for the Property as described herein.

SECTION 4. COMPLIANCE REQUIRED. The Property shall be used and developed only in the manner and for the purposes provided for in this Ordinance and the Zoning Ordinance of the City, as amended.

SECTION 5. PENALTY. Any person who violates of any provision this Ordinance, upon conviction, shall be deemed guilty of a misdemeanor and shall be fined a sum not to exceed two thousand dollars (\$2,000.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 6. CUMULATIVE REPEALER/SAVINGS. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall

continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 7. SEVERABILITY. If any section, subsection, clause, phrase or provision of this Ordinance, or any application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or any application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 8. PUBLICATION OF THE CAPTION HEREOF AND EFFECTIVE DATE. This Ordinance shall be in full force and effective from and after its passage and upon the posting and/or publication, if required by law, of its caption and the City Secretary is hereby directed to implement such posting and/or publication.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS ON THIS 26TH DAY OF JUNE, 2025.

APPROVED:

ATTEST:

Chris Rich, Mayor

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams
City Attorney

EXHIBIT A
PROPERTY LEGAL DESCRIPTION & DEPICTION
0.604-ACRE PARCEL
105 E. NORTH STREET, AUBREY, TX 76227
DENTON COUNTY APPRAISAL DISTRICT PARCEL ID 52030

All that certain lot, tract or parcel of land out of the J.M. Fisher Survey, in the City of Aubrey, Denton County, Texas, being the same property conveyed by Deed from Mary-Alice Reding, W. H. Reding, Ruth Bernice Newton and Charles F. Newton, to Lillie-Kate Coffey, said deed dated July 19, 1961, and recorded in Vol. 470, Page 415, Deed Records of Denton County, Texas, said property being described as follows:

Beginning at the Northeast corner of a certain tract of land conveyed by W. O. Robeson and wife, Wassie Robeson, to Homer L. Coffey, by Warranty Deed dated April 26, 1927, recorded in Volume 215, Page 163, of the Deed Records of Denton County, Texas;

Thence West on the North line of said lot 172 feet to a stake for corner;

Thence South paralleling the East boundary line of said tract, 153 feet to a stake for corner on the South boundary line of said tract;

Thence East along the South boundary line of said tract 172 feet to the Southeast corner of said tract, for corner;

Thence North along the East boundary line of said tract, 153 feet, to the place of beginning.

[illegible]



**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

Hold a public hearing, consider and act on Ordinance annexing an approximate 6.25 acres of land, legally described as Tract 156D, Abstract No. 1243 out of the Francisco Trevino Survey, Denton County, Texas, generally located south of Spring Hill Road and East of Aubrey High School into the corporate limits of the City; adopting a municipal services agreement; and providing an effective date.

Staff Contact

Summary

The subject property is approximately 6.25 acres of land east of the Aubrey High School site.

On May 22, 2025, the Aubrey City Council approved a resolution accepting a petition for annexation of the subject property into the corporate limits and to enter into written services agreement.

Aubrey Independent School District has requested that action on the annexation ordinance and written services agreement be tabled to the July 24, 2025 City Council meeting to allow the School Board time to consider the annexation at an upcoming meeting. It is staff's recommendation that the City Council conduct the public hearing at the June 26, 2025 meeting to complete the hearing process and table action on the ordinance and written services agreement as requested by the District.

Recommendation:

Staff recommends the public hearing be conducted and closed and action on the annexation ordinance and the written services agreement be tabled to the July 24, 2025 City Council meeting.

Recommended Action:

1. Conduct the public hearing for annexation and table the action on the annexation ordinance and the written services agreement to the July 24, 2025 City Council meeting.

Attachment:

1. Annexation Ordinance
 2. Written Services Agreement
-

Financial Summary

Staff Recommended Action

Table

Staff Recommended Motion

Motion to table action on the Ordinance and mutual services agreement to the July 24, 2025 City Council meeting.

ORDINANCE NO. 912-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED PROPERTY CONSISTING OF AN APPROXIMATELY 6.25 ACRE TRACT OF LAND, LEGALLY DESCRIBED AS TRACT 156D, ABSTRACT NO. 1243 OUT OF THE FRANCISCO TREVINO SURVEY, DENTON COUNTY, TEXAS; FURTHER IDENTIFIED AS DENTON CAD ID 563322, BEING GENERALLY SOUTH OF SPRING HILL ROAD AND EAST OF AUBREY HIGH SCHOOL, DENTON COUNTY, TEXAS, AS DESCRIBED AND SHOWN IN MORE DETAIL IN THE ATTACHED EXHIBIT "A", INTO THE CORPORATE LIMITS OF THE CITY OF AUBREY, DENTON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS; GRANTING TO ALL THE INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS, AND REGULATIONS OF THE CITY; PROVIDING FOR THE INCORPORATION OF PREMISES; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION INCLUDING PUBLIC HEARINGS, NOTICES AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City is authorized, pursuant to Chapter 43 of the Texas Local Government Code, to annex property and extend the corporate limits of the City, subject to state law; and

WHEREAS, the City received a C-3 voluntary annexation petition (the "Petition") from Aubrey Independent School District, the property owner (the "Owner") of the certain tract of land being approximately 6.25 acres of land, further described and depicted in **Exhibit "A"**, attached and incorporated as if set forth fully herein, (the "Property"), requesting to be annexed into the corporate limits of the City; and

WHEREAS, the City now desires to grant said Petition and annex the Property; and

WHEREAS, on May 22, 2025, the City Council of the City ("City Council") passed Resolution No. 1006-25, which granted the petition requesting to be annexed into the City; and

WHEREAS, all required notices, all public hearings, and all requirements for such annexation have been provided, held, and met in accordance with applicable law; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, a written services agreement for the area to be annexed was negotiated and executed prior to the annexation date and incorporated herein; and

WHEREAS, the City Council has investigated into, has determined, and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, the City Council finds and determines that annexation of the property hereinafter described as requested by the property owner is in the best interests of the citizens of the City and the owners and residents of the area.

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

SECTION 1. Findings. It is hereby officially determined that the findings and recitations contained above in the preamble of this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. Annexation. The Property is hereby annexed into the City, and the boundary limits of the City are hereby extended to include the Property within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 3. Written Services Agreement. A Written Services Agreement, incorporated in the recorded Development Agreement between the City and the Owner, has been negotiated and prepared in accordance with applicable provision of state law pertaining to annexation and shall govern the delivery of municipal services to the annexed territory.

SECTION 4. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Property as part of the City. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

SECTION 5. Mayor Authorization. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to effectuate this Ordinance,

including any corrections to the official map of the City to add the territory hereby annexed as required by law.

SECTION 6. Severability Clause. It is hereby declared by the City Council of the City of Aubrey that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance.

SECTION 7. Cumulative Clause. This Ordinance shall be cumulative of all provisions of ordinances of the City of Aubrey except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 8. Public Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law.

SECTION 9. Filing Instructions. The City Secretary is hereby directed to file a certified copy of this Ordinance with the County Clerk of Denton County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 10. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage and approval by the City Council of the City of Aubrey, Texas.

PASSED AND APPROVED this 26th day of June 2025.

**CHRIS RICH
MAYOR**

ATTEST:

**JENNY HICKS
CITY SECRETARY**

APPROVED AS TO FORM:

**PATRICIA A. ADAMS
CITY ATTORNEY**

EXHIBIT "A"

LEGAL DESCRIPTION

Aubrey Independent School District Tract

BEING a 6.250 acre tract of land situated in the Francisco Trevino Survey, Abstract No. 1243, Denton County, Texas, and being all of that certain tract of land described in a Deed to Aubrey Independent School District, as recorded in Document No. 2023-28514 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch square tube found for the Northwest corner of the above cited Aubrey Independent School District tract and the Southwest corner of Lot 4, Block B per the Final Plat of Neubauer Ranch Addition, Phase 1, as recorded in Document No. 2017-385 of the Plat Records of Denton County, Texas, said point also being in the East line of a called 48.3767 acre tract of land described in a Deed to Aubrey Independent School District, as recorded in Document No. 1993-35814 of the Real Property Records of Denton County, Texas, from which a 1/2 inch square tube capped "Cox 4577" found for the Northwest corner of said Lot 4 bears North 00°03'45" East a distance of 328.36 feet;

THENCE North 87°25'24" East departing the East line of said 48.3767 acre tract, and along the North line of said Aubrey Independent School District tract and the South line of said Lot 4, for a distance of 221.47 feet to a 1/2 inch square tube found for an angle point;

THENCE North 87°34'14" East continuing along the North line of said Aubrey Independent School District tract and the South line of said Lot 4, for a distance of 59.80 feet to a 5/8 inch iron rod with cap stamped "TNP" found for the Northeast corner of said Aubrey Independent School District tract, from which a 1/2 inch square tube capped "Cox 4577" found for the Southeast corner of said Lot 4 bears North 87°34'14" East a distance of 140.80 feet;

THENCE South 00°03'45" West departing the South line of said Lot 4, and along the East line of said Aubrey Independent School District tract, for a distance of 973.21 feet to a 5/8 inch iron rod with cap stamped "TNP" found for the Southeast corner of same, and being in the North line of a called 22.79 acre tract of land described in a Deed to Weldon Wilson and wife, Teresa Ann Wilson and Garland Wilson and Terri Wilson, as recorded in Document No. 2022-100361 of the Official Records of Denton County, Texas, from which a 1/2 inch iron rod capped "Metroplex RPLS 1849" found for the Southeast corner of that certain 25.018 acre tract of land described as Tract I in a Deed to Steven Kenley and wife, Kristin Kenley, as recorded in Document No. 2013-605 of the Official Records of Denton County, Texas, bears North 89°04'25" East a distance of 828.42 feet;

THENCE South 89°04'25" West along the South line of said Aubrey Independent School District tract and the North line of said 22.79 acre tract, for a distance of 117.63 feet to a 5/8 inch iron rod with cap stamped "TNP" found for an angle point, same being the Northwest corner of said 22.79 acre tract and the Northeast corner of Lot 4R2, Block A per the Replat of Garland Wilson Addition, as recorded in Document No. 2020-387 of the Plat Records of Denton County, Texas, from which a 1/2 inch iron rod found for the Southeast corner of said Lot 4R2 bears South 00°04'37" West a distance of 491.79 feet;

THENCE South 89°30'45" West along the South line of said Aubrey Independent School District tract and the North line of said Lot 4R2, for a distance of 163.38 feet to a 1/2 inch iron rod capped "Metroplex 10023300" found for the Southwest corner of said Aubrey Independent School District tract and the Southeast corner of said 48.3767 acre tract, from which a 1/2 inch iron rod capped "Metroplex RPLS 1849" found for an interior ell corner of said Lot 4R2 bears South 00°17'28" West a distance of 221.18 feet;

THENCE North 00°03'45" East along the West line of said Aubrey Independent School District tract and the East line of said 48.3767 acre tract, for a distance of 964.01 feet to the **POINT OF BEGINNING**, and containing 6.250 acres of land, more or less.

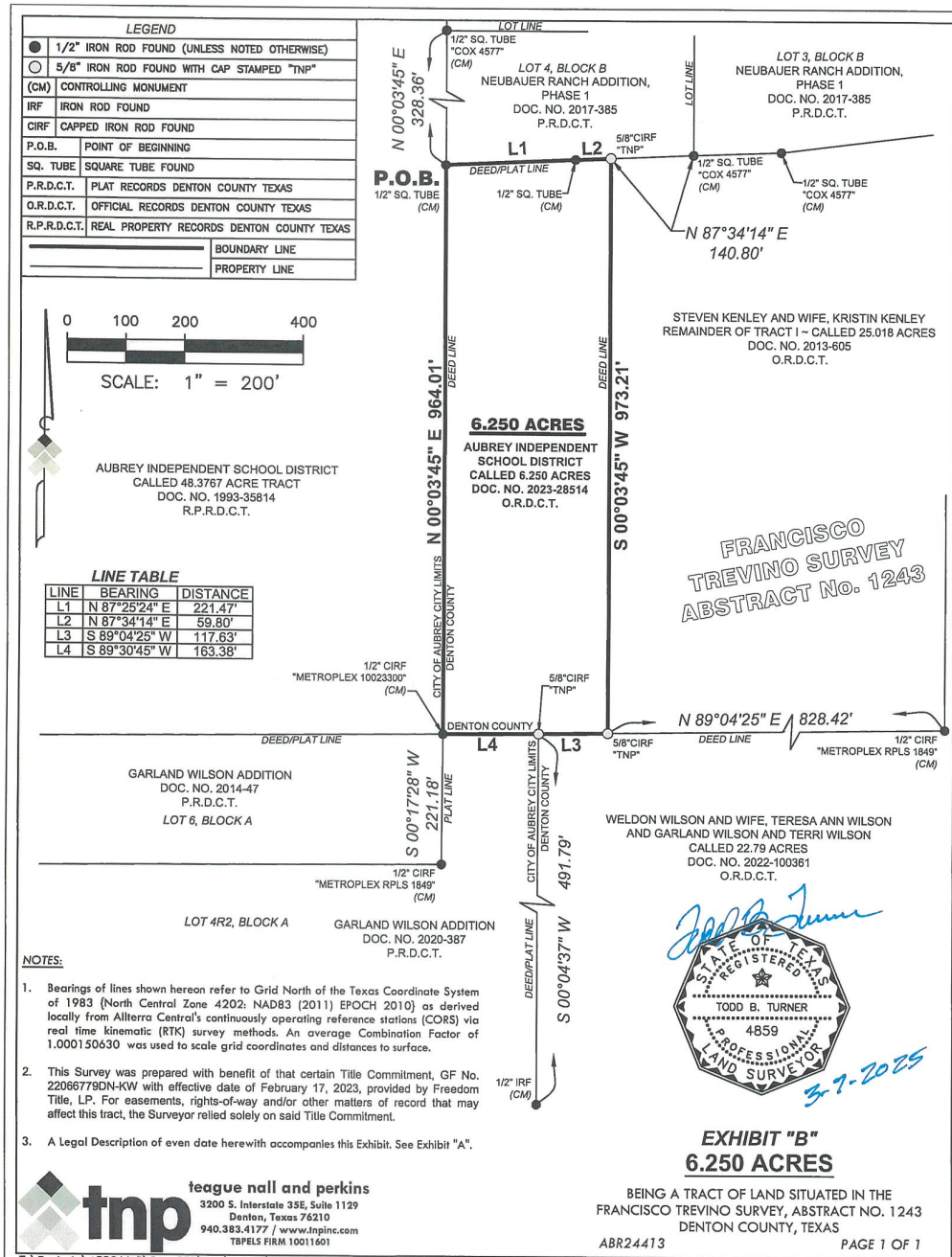
NOTES:

1. Bearings are referenced to Grid North of the Texas Coordinate System of 1983 (North Central Zone 4202: NAD83 (2011) EPOCH 2010) as derived locally from RTK Network continuously operating reference stations (CORS) via real time kinematic (RTK) survey methods. The distances shown hereon represent surface values using a surface adjustment factor of 1.000150630 to scale from grid to surface.
2. An Exhibit of even date herewith accompanies this legal description. See Exhibit "B".



Todd B. Turner, R.P.L.S. No. 4859
Teague Nall & Perkins, Inc.
3200 S. Interstate 35E, Suite 1129
Denton, Texas 76210
817-383-4177
Date: March 7, 2025





**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

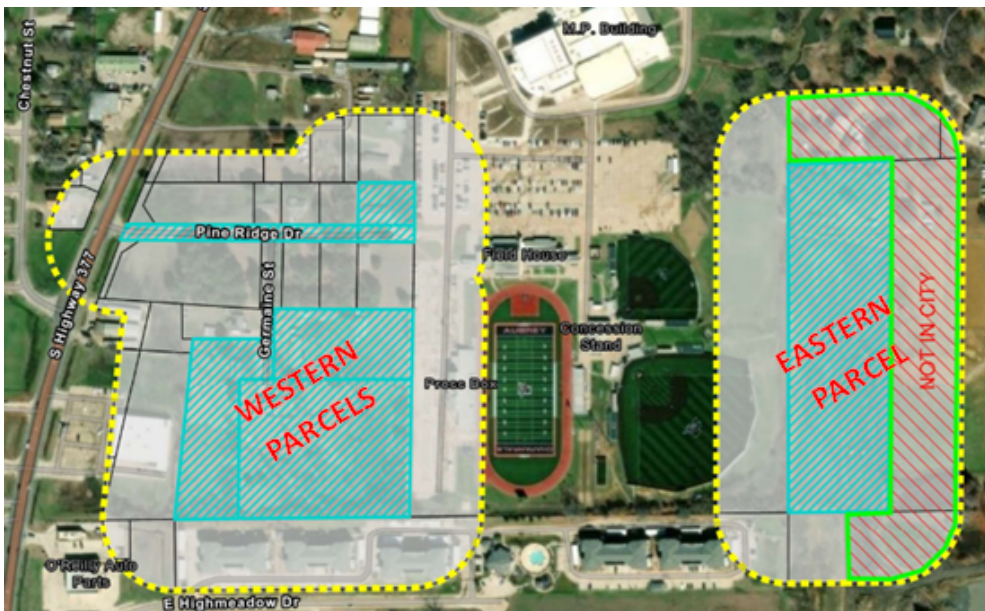
Hold a public hearing, consider, and act on an Ordinance amending Exhibit 14A, "Zoning Ordinance," in Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas, and the official Zoning Map of the City as requested in an application for a change in zoning on an approximate 15.244 acres of land comprised of an approximate 6.25 acre tract of land currently unzoned and previously located in the City's Extraterritorial Jurisdiction to a zoning classification of SF75-Single Family Residential 7,500 Square Foot Lot and an approximate 8.994 acre tract of land currently zoned AG-R Agricultural Residential District and a small strip of private easements designated as C Commercial zoning district to a new zoning classification of SF75-Single Family Residential 7,500 Square Foot Lot. The properties are located in the Francisco Trevino Survey, Abstract No. 1243, Denton County, Texas and generally located south of FM 428/Spring Hill Road, east of US Hwy 377, and north of E. Highmeadow Drive in the Extraterritorial Jurisdiction, City of Aubrey, Texas and in the City of Aubrey, Texas. DCAD Parcel ID's 563322, 52483, 193127, 193128, 52458, 52453, and 52471. (Aubrey ISD High School Zoning SF-75).

Staff Contact

Helen-Eve Beadle, Planner
heleneve@heplanningdesign.com
469-360-6618

Summary

Aubrey I.S.D. owns multiple parcels of land surrounding the site of the existing high school for which they are proposing rezoning to allow for the current renovation and addition to their field house, indoor practice facilities, and other future expansions. As with any school district, they are constantly trying to meet the needs and interests of their growing and evolving student body, and doing so often requires the addition of buildings or renovations to existing facilities.



The western parcels proposed for rezoning are currently zoned AG-R (Agricultural Residential District) and a

small strip of private easements (Pine Ridge Street, *unofficial*) and undevelopable land designated as C commercial zoning that staff is unsure of its zoning history. While a school use is permitted in any zoning district, the development regulations in the AG-R district have greater requirements that prevent the school district from continuing to develop consistent with the same standards as the existing facilities. Additionally, a platted lot is required to have a single zoning district assigned to the lot. The proposed zoning change to SF-75 (Single-Family Residential 7,500 Square Feet) would allow for continued development in the best interest of the community they serve and would remain consistent with the existing lot.

The eastern parcel, as seen on the proposed Zoning and Annexation Map (Attachment 1), was scheduled to be annexed on June 26, 2025 and it is anticipated that action on the ordinance will occur on July 24, 2025, and should the annexation be approved, this parcel needs to be zoned SF-75 to allow for consistency with the previously mentioned parcels as well as the entirety of the existing parcel.

Aubrey Independent School District has requested that action on the zoning ordinance be tabled to the July 24, 2025 City Council meeting to allow the School Board time to consider the annexation at an upcoming meeting. It is staff's recommendation that the City Council conduct the public hearing at the June 26, 2025 meeting to complete the hearing process and table action on the ordinance as requested by the District.

Notifications:

Notifications as required by Texas Local Government Code and the City of Aubrey Zoning Ordinance were provided.

At the time of agenda report preparation, no letters in support or in opposition had been received.

Recommendation:

Staff recommends the public hearing be conducted/closed and action on the zoning ordinance be tabled to the July 24, 2025 City Council meeting.

Planning & Zoning Commission Recommendation:

The Planning & Zoning Commission unanimously recommended (4-0) the rezoning application for City Council approval at their June 12, 2025 meeting.

Recommended Action:

1. Conduct the public hearing for the zoning application and table the action on the zoning ordinance to the July 24, 2025 City Council meeting.

Action Options:

The City Council may:

1. Table action on the zoning ordinance amendment to the July 24, 2025 City Council meeting.

Attachments:

1. Notification/Location Map
 2. Annexation/Parcel Map
 3. Ordinance
-

Financial Summary

Staff Recommended Action

Table

Staff Recommended Motion

Motion to table action on the rezoning ordinance to the July 24, 2025 City Council meeting.

CITY OF AUBREY
ORDINANCE NUMBER 913-25

AN ORDINANCE OF THE CITY OF AUBREY, TEXAS, AMENDING EXHIBIT 14A, "ZONING ORDINANCE," IN CHAPTER 14, "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF AUBREY, TEXAS, (THE "ZONING ORDINANCE") AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO CHANGE THE ZONING FROM UNZONED, "AG-R" AGRICULTURAL RESIDENTIAL DISTRICT AND A SMALL STRIP OF PRIVATE EASEMENTS DESIGNATED AS "C" COMMERCIAL DISTRICT TO "SF75" SINGLE-FAMILY RESIDENTIAL DISTRICT AS THE ZONING CLASSIFICATION FOR APPROXIMATELY 15.244 ACRES OF LAND, COMPRISED OF AN APPROXIMATE 6.25 ACRE TRACT (DENTON COUNTY APPRAISAL DISTRICT PID 563322) GENERALLY LOCATED SOUTH OF FM 428/SPRING HILL ROAD, EAST OF THE AUBREY INDEPENDENT SCHOOL DISTRICT HIGH SCHOOL PROPERTY AND NORTH OF E. HIGHMEADOW DRIVE IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF AUBREY; AND AN APPROXIMATE 7.781 ACRE TRACT (DENTON COUNTY APPRAISAL DISTRICT PROPERTY ID's 52453, 52458 & 52471; AND AN APPROXIMATE 1.213 ACRE TRACT (DENTON COUNTY APPRAISAL DISTRICT PROPERTY ID's 52483, 193127, & 193128) ALL GENERALLY LOCATED WEST OF THE AUBREY INDEPENDENT SCHOOL DISTRICT HIGH SCHOOL PROPERTY SOUTH OF FM 428/SPRING HILL ROAD, EAST OF US HIGHWAY 377, AND NORTH OF E. HIGHMEADOW DRIVE, ALL BEING SITUATED IN THE FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243, CITY OF AUBREY, DENTON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR A MAXIMUM PENALTY OF TWO THOUSAND DOLLARS (\$2,000.00), FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY OR PART OF A DAY DURING ON OR WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A CUMULATIVE REPEALER/SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Aubrey, Texas (hereinafter referred to as "City") is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council of the City (the "City Council"), is authorized and empowered by law, in accordance with Chapter 211 of the Texas Local Government Code, to adopt zoning regulations governing the use of land within the City; and

WHEREAS, the City Council adopted Exhibit 14A in Chapter 14 of its Code of Ordinances, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, the property owner owns seven tracts of land for an approximate total of 15.244-acres, generally located south of FM 428/Spring Hill Road, east of U.S. Highway 377, north of E. Highmeadow Drive, a portion of which is in the Extraterritorial Jurisdiction of the City

of Aubrey and all of which is situated in the Francisco Trevino Survey, Abstract No. 1243, legally described and depicted in **Exhibit A**, attached hereto (the "Property"); and

WHEREAS, approximately 6.25-acres (Denton County Appraisal District PID 563322) of the 15.244-acre Property located in the Extraterritorial Jurisdiction of the City of Aubrey and was recently annexed into the corporate boundaries of the City pursuant to Ordinance No. 912-25, and is currently unzoned; and

WHEREAS, the City received a request from the owner of the Property to change the zoning on the Property to "SF75" Single-Family Residential District; and

WHEREAS, approximately 8.994-acres (Denton County Appraisal District PID's 52453, 52458, 52471 52483, 193127 & 193128) of the remaining 15.244-acre Property is currently located within the corporate boundaries of the City of Aubrey, Denton County, Texas and is zoned "AG-R" Agricultural Residential District with a small strip of private easements designated as "C" Commercial Zoning District; and

WHEREAS, the City received a request from the owner of the Property to change the zoning on 8.994 acres of the Property located within the corporate limits of the City of Aubrey, Denton County, Texas from "AG-R" Agricultural Residential District and "C" Commercial Zoning District to "SF75" Single-Family Residential District.

WHEREAS, after public notices were given in compliance with Texas law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City (the "Planning and Zoning Commission") has recommended to the City Council to approve establishing the zoning classification on the Property and to amend the official zoning map of the City (the "Zoning Map") to reflect the "SF75" Single-Family Residential District; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which it considered comments from the Public and the recommendation of the Planning and Zoning Commission and, among other things, the character of the land and its suitability for particular uses, and compatibility of the proposed rezoning to SF-75 with surrounding uses, the goals and objectives of the Comprehensive Zoning Ordinance and Zoning Map of the City and the Future Land Use Plan, the City Council determined that the proposed amendment to the Zoning Ordinance set forth herein below is consistent with the goals of land development as set forth in the Comprehensive Plan and Zoning Ordinance, and would encourage the most appropriate use of land in the City, and the City Council does hereby find that the requested zoning accomplishes such objectives; and; and

WHEREAS, the City Council finds that rezoning the Property to SF-75 would allow orderly development of the Property which would serve the best interest of the health, safety, and general welfare of the public; and

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

SECTION 1. INCORPORATION OF PREMISES. It is hereby officially determined that the findings and recitations contained above in the preamble of this Ordinance are true and correct legislative findings of the City Council and are incorporated herein by reference.

SECTION 2. ZONING AMENDMENT. Exhibit 14A, "Zoning Ordinance," of Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas, (the "Zoning Ordinance") is hereby

amended to change the zoning on an approximate 15.244-acres of land generally located south of FM 428/Spring Hill Road, east of US Highway 377, north of E. Highmeadow Drive, situated in the Francisco Trevino Survey, Abstract No. 1243, and comprised of seven tracts of land more specifically described as follows, and the zoning for each such tract is hereby changed as follows:

- a. A 6.25-acre tract (Denton County Appraisal District PID 563322) being zoned from unzoned land in the Extraterritorial Jurisdiction of the City of Aubrey, Denton County, Texas, to "SF75" Single-Family Residential District; and
- b. A 7.781-acre tract (Denton County Appraisal District PID's 52458, 52453, and 52471) being rezoned from "AG-R" Agricultural-Residential District to "SF75" Single-Family Residential District; and
- c. A 1.213-acre tract (Denton County Appraisal District PID's 52483, 193127, and 193128) being rezoned from "AG-R" Agricultural-Residential District and a small strip of private easements designated as "C" Commercial District to "SF75" Single-Family Residential District.

The foregoing tracts are more specifically legally described and depicted in **Exhibit A** attached hereto and incorporated herein (collectively the "Property"), and the Property is hereby rezoned in accordance with this Ordinance.

SECTION 3. ZONING MAP. The official zoning map of the City shall be amended to reflect the change in zoning for the Property as described herein.

SECTION 4. COMPLIANCE REQUIRED. The Property shall be used and developed only in the manner and for the purposes provided for in this Ordinance and the Zoning Ordinance of the City, as amended.

SECTION 5. PENALTY. Any person who violates of any provision this Ordinance, upon conviction, shall be deemed guilty of a misdemeanor and shall be fined a sum not to exceed two thousand dollars (\$2,000.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 6. CUMULATIVE REPEALER/SAVINGS. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 7. SEVERABILITY. If any section, subsection, clause, phrase or provision of this Ordinance, or any application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or any application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 8. PUBLICATION OF THE CAPTION HEREOF AND EFFECTIVE DATE. This Ordinance shall be in full force and effective from and after its passage and upon the posting and/or publication, if required by law, of its caption and the City Secretary is hereby directed to implement such posting and/or publication.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AUBREY,
TEXAS ON THIS 26TH DAY OF 2025.**

APPROVED:

ATTEST:

Chris Rich, Mayor

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT A PROPERTY LEGAL DESCRIPTION & DEPICTION SEVEN TRACTS OF LAND FOR AN APPROXIMATE 15.244-ACRES

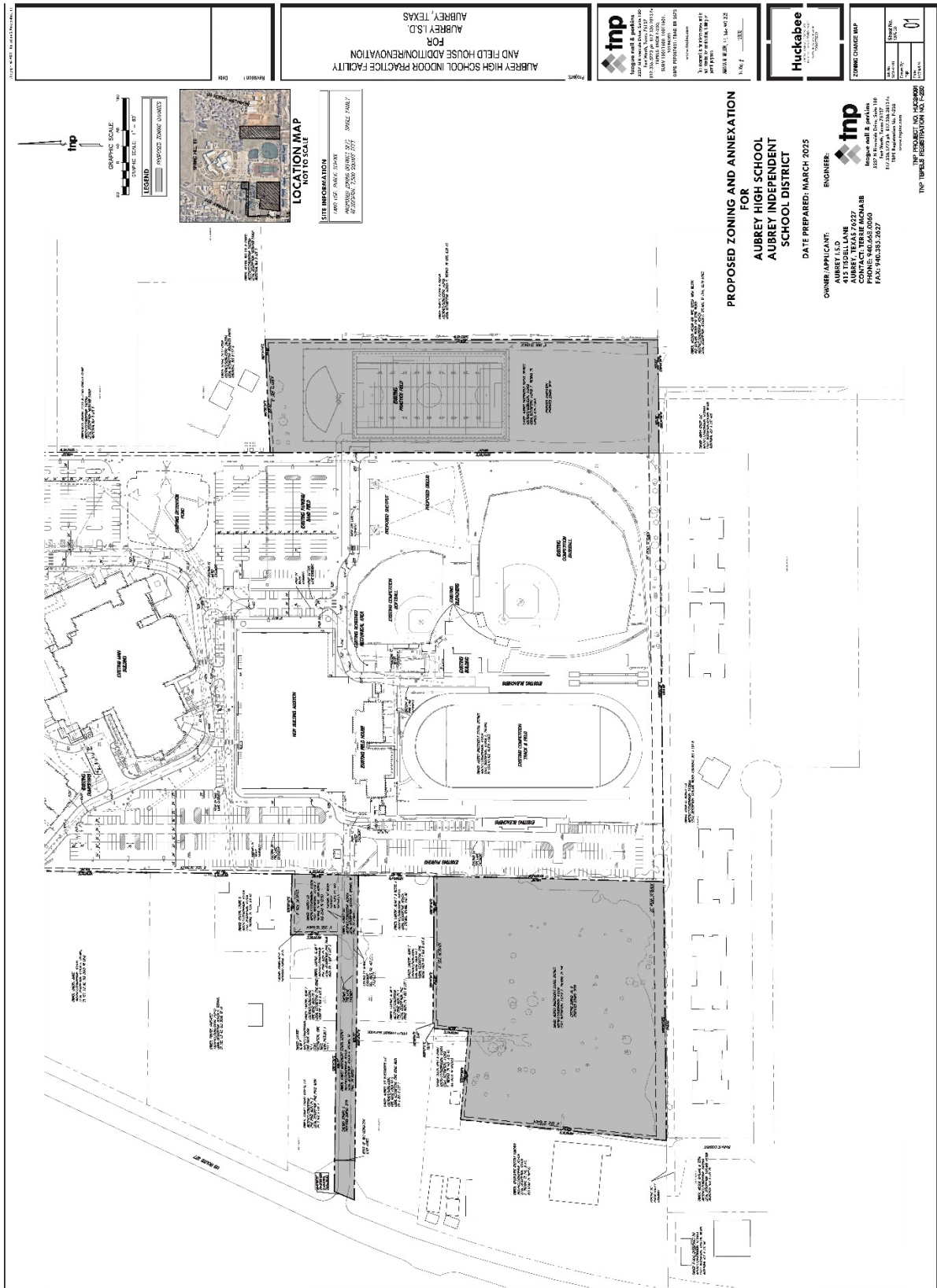


EXHIBIT A
PROPERTY LEGAL DESCRIPTION & DEPICTION
6.25-ACRE TRACT (Denton County Appraisal District PID 5633220)

EXHIBIT "A"

LEGAL DESCRIPTION

Aubrey Independent School District Tract

BEING a 6.250 acre tract of land situated in the Francisco Trevino Survey, Abstract No. 1243, Denton County, Texas, and being all of that certain tract of land described in a Deed to Aubrey Independent School District, as recorded in Document No. 2023-28514 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch square tube found for the Northwest corner of the above cited Aubrey Independent School District tract and the Southwest corner of Lot 4, Block B per the Final Plat of Neubauer Ranch Addition, Phase 1, as recorded in Document No. 2017-385 of the Plat Records of Denton County, Texas, said point also being in the East line of a called 48.3767 acre tract of land described in a Deed to Aubrey Independent School District, as recorded in Document No. 1993-35814 of the Real Property Records of Denton County, Texas, from which a 1/2 inch square tube capped "Cox 4577" found for the Northwest corner of said Lot 4 bears North 00°03'45" East a distance of 328.36 feet;

THENCE North 87°25'24" East departing the East line of said 48.3767 acre tract, and along the North line of said Aubrey Independent School District tract and the South line of said Lot 4, for a distance of 221.47 feet to a 1/2 inch square tube found for an angle point;

THENCE North 87°34'14" East continuing along the North line of said Aubrey Independent School District tract and the South line of said Lot 4, for a distance of 59.80 feet to a 5/8 inch iron rod with cap stamped "TNP" found for the Northeast corner of said Aubrey Independent School District tract, from which a 1/2 inch square tube capped "Cox 4577" found for the Southeast corner of said Lot 4 bears North 87°34'14" East a distance of 140.80 feet;

THENCE South 00°03'45" West departing the South line of said Lot 4, and along the East line of said Aubrey Independent School District tract, for a distance of 973.21 feet to a 5/8 inch iron rod with cap stamped "TNP" found for the Southeast corner of same, and being in the North line of a called 22.79 acre tract of land described in a Deed to Weldon Wilson and wife, Teresa Ann Wilson and Garland Wilson and Terri Wilson, as recorded in Document No. 2022-100361 of the Official Records of Denton County, Texas, from which a 1/2 inch iron rod capped "Metroplex RPLS 1849" found for the Southeast corner of that certain 25.018 acre tract of land described as Tract I in a Deed to Steven Kenley and wife, Kristin Kenley, as recorded in Document No. 2013-605 of the Official Records of Denton County, Texas, bears North 89°04'25" East a distance of 828.42 feet;

THENCE South 89°04'25" West along the South line of said Aubrey Independent School District tract and the North line of said 22.79 acre tract, for a distance of 117.63 feet to a 5/8 inch iron rod with cap stamped "TNP" found for an angle point, same being the Northwest corner of said 22.79 acre tract and the Northeast corner of Lot 4R2, Block A per the Replat of Garland Wilson Addition, as recorded in Document No. 2020-387 of the Plat Records of Denton County, Texas, from which a 1/2 inch iron rod found for the Southeast corner of said Lot 4R2 bears South 00°04'37" West a distance of 491.79 feet;

THENCE South 89°30'45" West along the South line of said Aubrey Independent School District tract and the North line of said Lot 4R2, for a distance of 163.38 feet to a 1/2 inch iron rod capped "Metroplex 10023300" found for the Southwest corner of said Aubrey Independent School District tract and the Southeast corner of said 48.3767 acre tract, from which a 1/2 inch iron rod capped "Metroplex RPLS 1849" found for an interior ell corner of said Lot 4R2 bears South 00°17'28" West a distance of 221.18 feet;

EXHIBIT A
PROPERTY LEGAL DESCRIPTION & DEPICTION
6.25-ACRE TRACT (Denton County Appraisal District PID 5633220)

THENCE North 00°03'45" East along the West line of said Aubrey Independent School District tract and the East line of said 48.3767 acre tract, for a distance of 964.01 feet to the **POINT OF BEGINNING**, and containing 6.250 acres of land, more or less.

NOTES:

1. Bearings are referenced to Grid North of the Texas Coordinate System of 1983 {North Central Zone 4202: NAD83 (2011) EPOCH 2010} as derived locally from RTK Network continuously operating reference stations (CORS) via real time kinematic (RTK) survey methods. The distances shown hereon represent surface values using a surface adjustment factor of 1.000150630 to scale from grid to surface.
2. An Exhibit of even date herewith accompanies this legal description. See Exhibit "B".



Todd B. Turner, R.P.L.S. No. 4859
Teague Nall & Perkins, Inc.
3200 S. Interstate 35E, Suite 1129
Denton, Texas 76210
817-383-4177
Date: March 7, 2025



EXHIBIT A
PROPERTY LEGAL DESCRIPTION & DEPICTION
 6.25-ACRE TRACT (Denton County Appraisal District PID 5633220)

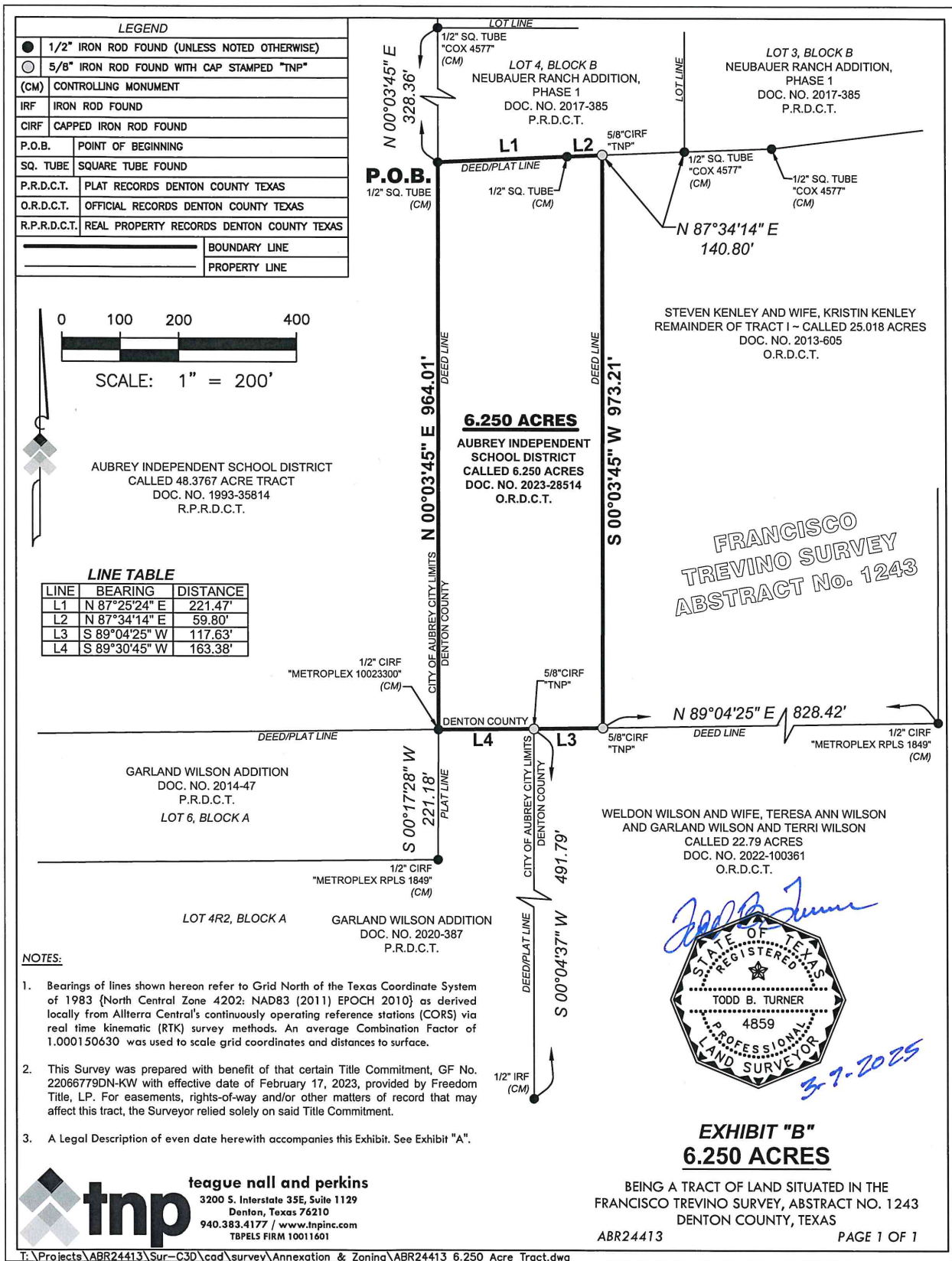


EXHIBIT A
PROPERTY LEGAL DESCRIPTION & DEPICTION
7.781-ACRE TRACT (Denton County Appraisal District PIDs 52453, 52458, 52471)

EXHIBIT "A"

LEGAL DESCRIPTION

Aubrey Independent School District 7.781 Acre Tract

BEING a 7.781 acre tract of land situated in the Francisco Trevino Survey, Abstract No. 1243, Denton County, Texas, and being all of that certain 4.044 acre tract of land described in a Deed to Aubrey Independent School District, as recorded in Document No. 2022-113584 of the Official Records of Denton County, Texas, and all of that certain 2.000 acre tract of land described in a Deed to Aubrey Independent School District, as recorded in Document No. 2022-116124 of the Official Records of Denton County, Texas, and all of that certain 1.73 acre tract of land described as Tract 1 and all of that certain 0.009 acre tract of land described as Tract 2 in a Deed to Aubrey Independent School District, as recorded in Document No. 2024-5822 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point for the Southwest corner of the above cited 2.000 acre tract and the Southeast corner of that certain 3.751 acre tract of land described in a Deed to Brookshire Grocery Company, as recorded in Document No. 2023-109743 of the Official Records of Denton County, Texas, from which a 1/2 inch iron rod found for reference bears South 08°07'36" West a distance of 1.16 feet, and a 1/2 inch iron rod found for the Southwest corner of said 3.751 acre tract and the Northwest corner of Lot 9R, Block A per Replat of Garland Wilson Addition, as recorded in Document No. 2016-2178 of the Plat Records of Denton County, Texas, bears South 89°22'58" West a distance of 369.92 feet;

THENCE North 05°49'31" East along the West line of said 2.000 acre tract and the East line of said 3.751 acre tract, passing a 1/2 inch iron rod found for the Northeast corner of said 3.751 acre tract and the Southeast corner of that certain 0.331 acre tract of land described in a Deed to Paul Redfearn, as recorded in Document No. 2017-39448 of the Official Records of Denton County, Texas, at a distance of 464.76 feet, and continuing along the West line of said 2.000 acre tract and the East line of said 0.331 acre tract for a total distance of 512.54 feet to a 5/8 inch iron rod capped "PLS Inc" found for the Northwest corner of said 2.000 acre tract and the most Southerly Northeast corner of said 0.331 acre tract, same being in the South line of that certain 0.472 acre tract of land described in a Deed to Bret Gulch and spouse, Donna Gulch, as recorded in Document No. 2019-46189 of the Official Records of Denton County, Texas;

THENCE South 85°07'29" East along the North line of said 2.000 acre tract and the South line of said 0.472 acre tract, for a distance of 219.89 feet to a 1/2 inch iron rod found for the Northeast corner of said 2.000 acre tract and the Southeast corner of said 0.472 acre tract, same being in the West line of said 1.73 acre tract, from which a 5/8 inch iron rod capped "PLS Inc" found for the Southwest corner of said 1.73 acre tract and the most Northerly Southeast corner of said 2.000 acre tract bears South 04°58'43" West a distance of 109.85 feet;

THENCE North 04°58'43" East along the West line of said 1.73 acre tract and the East line of said 0.472 acre tract, for a distance of 84.20 feet to a 1/2" inch iron rod found for the Northwest corner of said 1.73 acre tract and the Northeast corner of said 0.472 acre tract, from which a 1/2 inch iron rod found for the Southeast corner of Lot 1, Block C per the Minor Plat of Pine Ridge Addition, Phase II, as recorded in Document No. 2015-200 of the Plat Records of Denton County, Texas, bears North 85°21'19" West a distance of 37.21 feet;

THENCE North 89°47'11" East along the North line of said 1.73 acre tract, for a distance of 12.73 feet to a 1/2 inch iron rod found for the Southwest corner of said 0.009 acre tract;

THENCE North 02°08'04" East along the West line of said 0.009 acre tract, for a distance of 3.47 feet to a 1/2 inch iron rod found for the Northwest corner of said 0.009 acre tract, same being the Southwest corner of Lot 1, Block B per the Final Plat of Pine Ridge Addition, Phase I, as recorded in Cabinet Q, Page 317 of the Plat Records of Denton County, Texas;

EXHIBIT A
PROPERTY LEGAL DESCRIPTION & DEPICTION
7.781-ACRE TRACT (Denton County Appraisal District PIDs 52453, 52458, 52471)

THENCE South 89°16'34" East along the North line of said 0.009 acre tract and the South line of said Lot 1, passing a 1/2 inch iron rod found for the common South corner of said Lot 1 and Lot 2 at a distance of 110.71 feet, and continuing along the North line of said 0.009 acre tract and the South line of said Lot 2, for a total distance of 214.25 feet to a 1/2 inch iron rod found for the Southeast corner of said Lot 2, the East corner of said 0.009 acre tract, and the Southwest corner of that certain 0.652 acre tract of land described in a Deed to Alvin F. Lantrip and wife, Bessie J. Lantrip, as recorded in Volume 5192, Page 1434 of the Real Property Records of Denton County, Texas;

THENCE North 89°39'49" East along the South line of said 0.652 acre tract and the North line of said 1.73 acre tract, for a distance of 150.60 feet to a 5/8 inch iron rod with cap stamped "TNP" found for the Northeast corner of said 1.73 acre tract and the Southeast corner of said 0.652 acre tract, same being in the West line of that certain 48.3767 acre tract of land described in a Deed to Aubrey Independent School District, as recorded in Document No. 1993-35814 of the Real Property Records of Denton County, Texas, from which a point for the Northeast corner of said 0.652 acre tract bears North 00°58'53" East a distance of 186.54 feet;

THENCE South 00°58'53" West along the West line of said 48.3767 acre tract and the East line of said 1.73 acre tract, for a distance of 196.89 feet to a 5/8 inch iron rod capped "PLS Inc" found for the Southeast corner of said 1.73 acre tract and the Northeast corner of said 4.044 acre;

THENCE South 01°29'50" West continuing along the West line of said 48.3767 acre tract and the East line of said 4.044 acre tract, passing a 5/8 inch iron rod found for reference at a distance of 371.99 feet, and continuing along said lines for a total distance of 373.11 feet to a point for the Southwest corner of said 48.3767 acre tract and the Southeast corner of said 4.044 acre tract, same being in the North line of Lot 6, Block A, per the Final Plat of Garland Wilson Addition, as recorded in Document No. 2014-47 of the Plat Records of Denton County, Texas;

THENCE South 89°22'58" West along the South line of said 4.044 acre tract and the North line of said Lot 6, passing a 5/8 inch iron rod capped "PLS Inc" found for the Southwest corner of said 4.044 acre tract and the Southeast corner of said 2.000 acre tract at a distance of 468.90 feet, and continuing along the South line of said 2.000 acre tract and the North line of said Lot 6, passing a 1/2 inch iron rod capped "Metroplex 1849" found for the Northwest corner of said Lot 6 and the Northeast corner of Lot 7R, Block A per said Replat of Garland Wilson Addition at a distance of 637.27 feet, and continuing along the South line of said 2.000 acre tract and the North line of said Lot 7R, for a total distance of 643.03 feet to the **POINT OF BEGINNING**, and containing 7.781 acres of land, more or less.

NOTES:

1. Bearings are referenced to Grid North of the Texas Coordinate System of 1983 {North Central Zone 4202: NAD83 (2011) EPOCH 2010} as derived locally from RTK Network continuously operating reference stations (CORS) via real time kinematic (RTK) survey methods. The distances shown hereon represent surface values using a surface adjustment factor of 1.000150630 to scale from grid to surface.
2. An Exhibit of even date herewith accompanies this legal description. See Exhibit "B".


Todd B. Turner, R.P.L.S. No. 4859
Teague Nall & Perkins, Inc.
3200 S. Interstate 35E, Suite 1129
Denton, Texas 76210
817-383-4177
Date: March 7, 2025



EXHIBIT A

PROPERTY LEGAL DESCRIPTION & DEPICTION

7.781-ACRE TRACT (Denton County Appraisal District PIDs 52453, 52458, 52471)

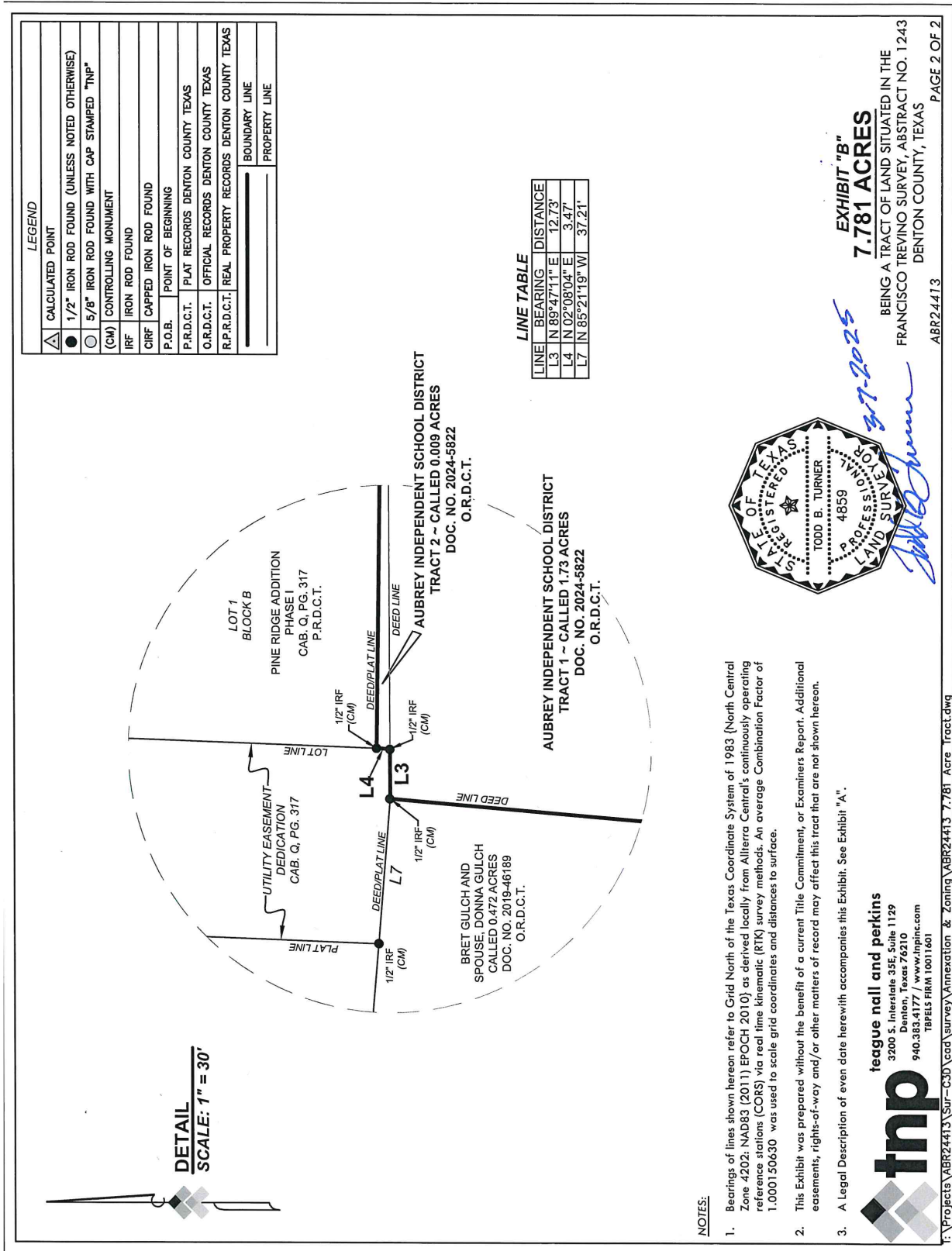


EXHIBIT A
PROPERTY LEGAL DESCRIPTION & DEPICTION
1.213-ACRE TRACT (Denton County Appraisal District PIDs 52483, 193127, 193128)

EXHIBIT "A"

LEGAL DESCRIPTION

Aubrey Independent School District 1.213 Acre Tract

BEING a 1.213 acre tract of land situated in the Francisco Trevino Survey, Abstract No. 1243, Denton County, Texas, and being all of that certain 0.397 acre tract of land described in a Deed to Aubrey Independent School District, as recorded in Document No. 2022-171175 of the Official Records of Denton County, Texas, all of that certain 0.74 acre tract of land described in a Deed to Aubrey Independent School District, as recorded in Document No. 1997-57860 of the Real Property Records of Denton County, Texas, and all of that certain 0.17 acre tract of land described in a Deed to Aubrey Independent School District, as recorded in Document No. 1997-57861 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "TNP" found the Northeast corner of the above cited 0.397 acre tract and the Southeast corner of that certain 0.84 acre tract of land described as Tract Four in a Deed to Lonnie Ray Prator, as recorded in Document No. 1996-47827 of the Real Property Records of Denton County, Texas, same being in the West line of that certain 48.3767 acre tract of land described in a Deed to Aubrey Independent School District, as recorded in Document No. 1993-35814 of the Real Property Records of Denton County, Texas;

THENCE South 00°58'53" West along the East line of said 0.397 acre tract and the West line of said 48.3767 acre tract, passing a 1/2 inch iron rod capped "RPLS 3963" found for the Southeast corner of said 0.397 acre tract and the Northeast corner of said 0.17 acre tract at a distance of 114.99 feet, and continuing along the East line of said 0.17 acre tract and the West line of said 48.3767 acre tract, for a total distance of 164.99 feet to the Southeast corner of said 0.17 acre tract and the Northeast corner of that certain 0.652 acre tract of land described in a Deed to Alvin F. Lantrip and wife, Bessie J. Lantrip, as recorded in Volume 5192, Page 1434 of the Real Property Records of Denton County, Texas;

THENCE North 89°15'50" West along the South line of said 0.17 acre tract and the North line of said 0.652 acre tract, passing a 1/2 inch iron rod found for the Northwest corner of said 0.652 acre tract, the Southwest corner of said 0.17 acre tract and the Southeast corner of said 0.74 acre tract at a distance of 150.24 feet, and continuing along the South line of said 0.74 acre tract for a total distance of 708.44 feet to a 5/8 inch iron rod with cap stamped "TNP" found, from which a 5/8 inch iron rod with cap stamped "TxDOT Survey Marker Right of Way Monument" found for the Northeast corner of that certain 0.079 acre tract described as Parcel P00024505 in a Deed to the State of Texas, as recorded in Document No. 2023-81175 of the Official Records of Denton County, Texas, bears North 89°15'50" West a distance of 46.29 feet;

THENCE North 00°00'00" West departing the South line of said 0.74 acre tract, for a distance of 50.00 feet to the North line of said 0.74 acre tract, same being the Southeast corner of that certain 0.092 acre tract of land described as Parcel P00024503 in a Deed to the State of Texas, as recorded in Document No. 2023-119941 of the Official Records of Denton County, Texas;

THENCE South 89°15'50" East along the North line of said 0.74 tract for a distance of 559.12 feet to a 1/2 inch iron rod found for the Northeast corner of said 0.74 acre tract, the Southwest corner of said 0.397 acre tract and the Northwest corner of said 0.17 acre tract,

THENCE North 00°30'52" East along the West line of said 0.397 acre tract and the East line of Lot 3, Block A per the Final Plat of Pine Ridge Addition, Phase I, as recorded in Cabinet Q, Page 317 of the Plat Records of Denton County, Texas, for a distance of 116.12 feet to a 1/2 inch iron rod found for the Northwest corner of said 0.397 acre tract and the Northeast corner of said Lot 3, same being in the South line of said 0.84 acre tract;

EXHIBIT A
PROPERTY LEGAL DESCRIPTION & DEPICTION

1.213-ACRE TRACT (Denton County Appraisal District PIDs 52483, 193127, 193128)

THENCE South 88°50'00" East along the North line of said 0.397 acre tract and the South line of said 0.84 acre tract, passing a 1/2 inch iron rod capped "RPLS 3693" found at a distance of 150.11 feet, and continuing along said lines for a total distance of 151.11 feet to the **POINT OF BEGINNING**, and containing 1.213 acres of land, more or less.

NOTES:

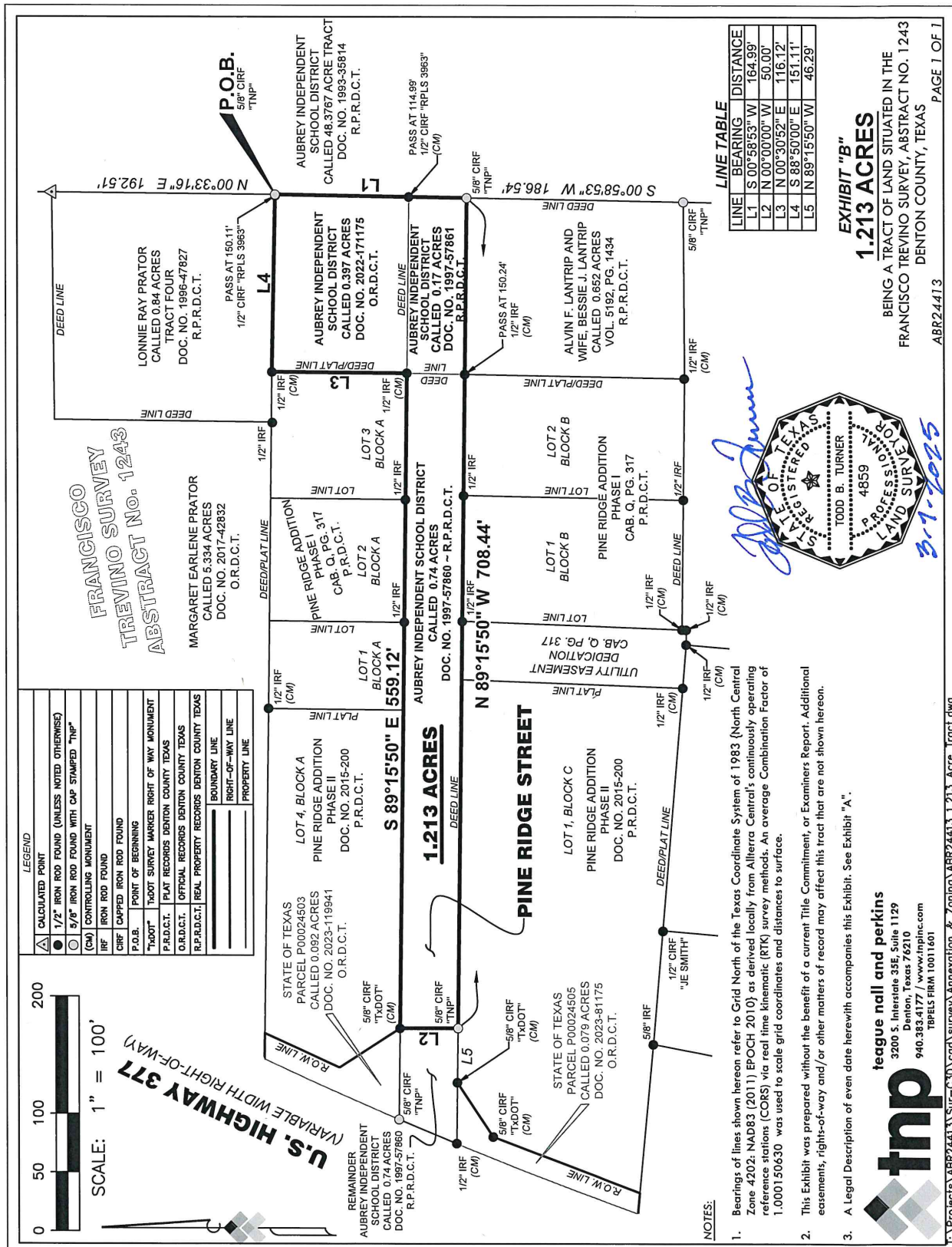
1. Bearings are referenced to Grid North of the Texas Coordinate System of 1983 {North Central Zone 4202: NAD83 (2011) EPOCH 2010} as derived locally from RTK Network continuously operating reference stations (CORS) via real time kinematic (RTK) survey methods. The distances shown hereon represent surface values using a surface adjustment factor of 1.000150630 to scale from grid to surface.
2. An Exhibit of even date herewith accompanies this legal description. See Exhibit "B".



Todd B. Turner, R.P.L.S. No. 4859
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3200 S. Interstate 35E, Suite 1129
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Date: March 7, 2025

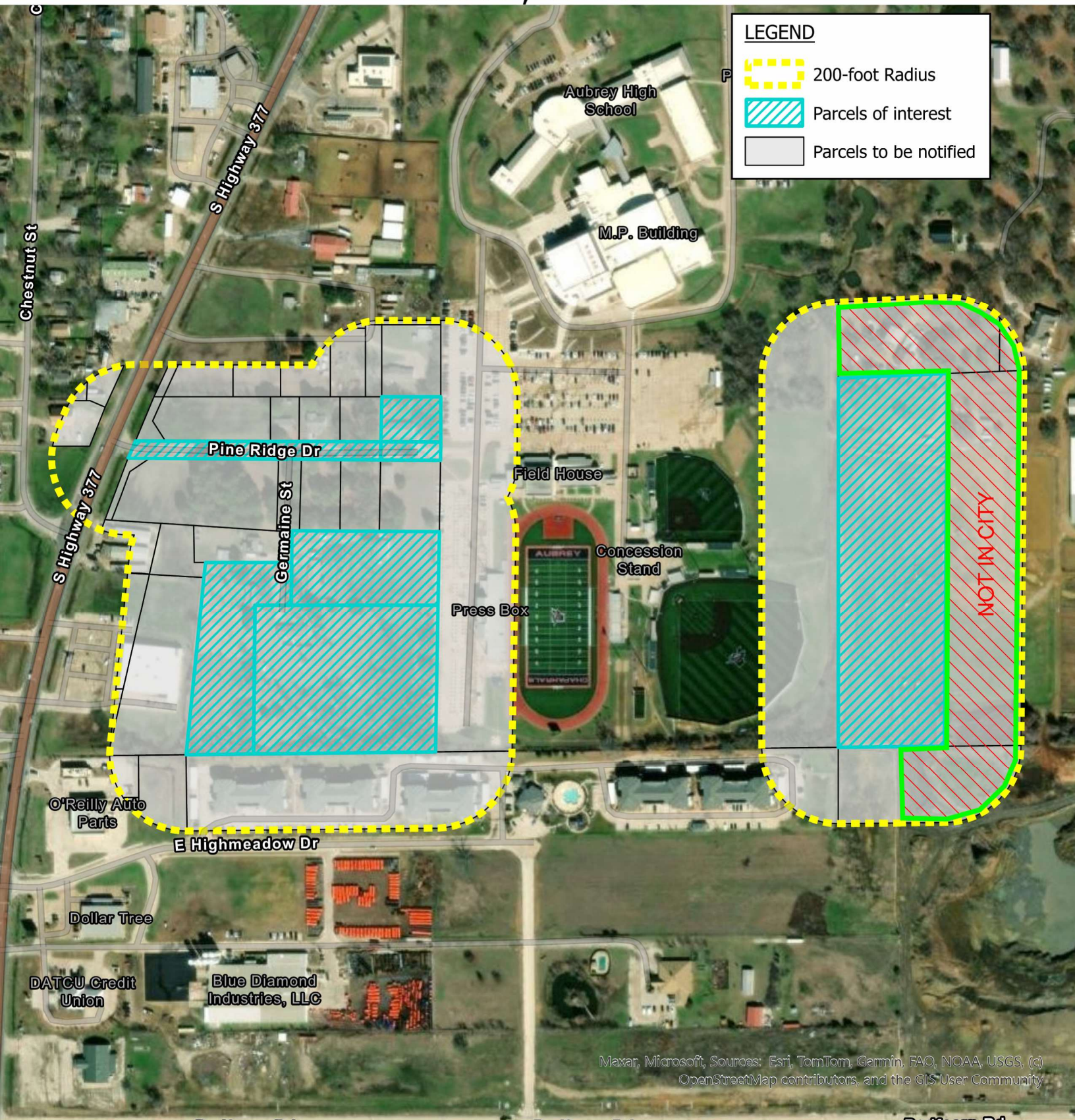


EXHIBIT A
PROPERTY LEGAL DESCRIPTION & DEPICTION
1.213-ACRE TRACT (Denton County Appraisal District PIDs 52483, 193127, 193128)



AUBREY HIGH SCHOOL 200-FT NOTIFICATION MAP

AUBREY, TX 76227



Maxar, Microsoft, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c)
OpenStreetMap contributors, and the GIS User Community

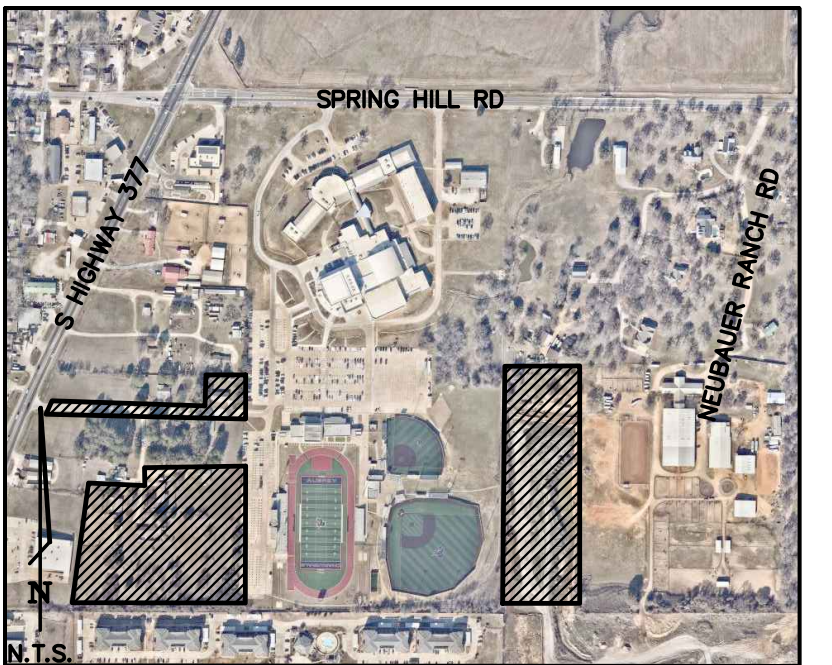
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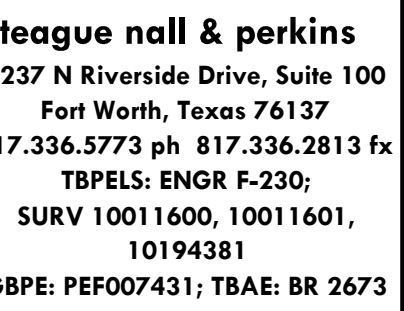
MAILING NOTIFICATION REFLECTS
CURRENT CITY TAX ROLL
PROPERTIES.

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SITE INFORMATION
LAND USE: PUBLIC SCHOOL PROPOSED ZONING DISTRICT SF75 - SINGLE-FAMILY RESIDENTIAL 7,500 SQUARE FEET



This document is for interim review and is not intended for construction, bidding or permit purposes.

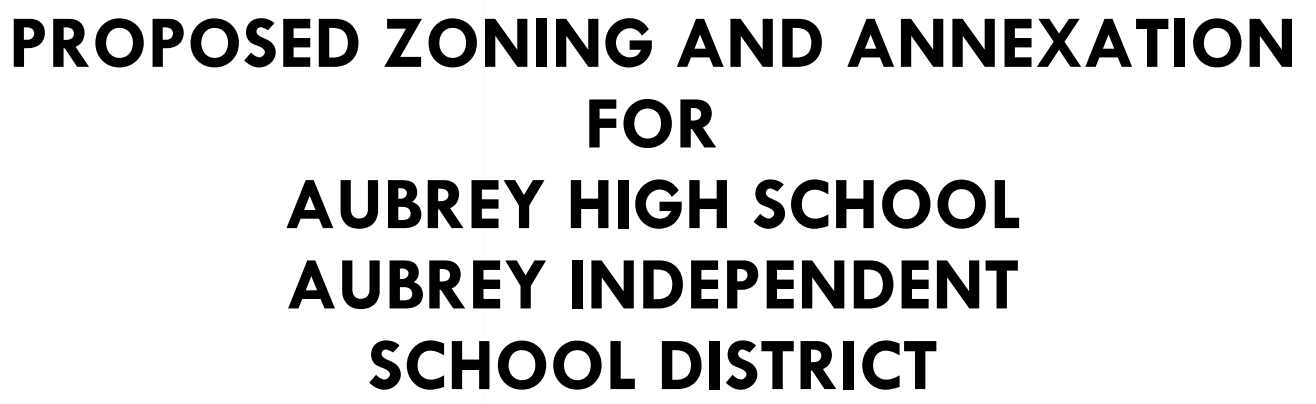
AMANDA M. MULLEN, P.E. Date: MAR 2025

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DATE PREPARED: MARCH 2025

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TNP PROJECT NO. HUC24091
TNP TBPELS REGISTRATION NO. F-230



**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

Hold a public hearing, consider, and act on an Ordinance amending Exhibit 14A, "Zoning Ordinance," in Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas, to repeal Section 27, "Sign Regulations" and adopt a new Chapter 27, "Sign Regulations" regulating signage within the corporate limits and extraterritorial jurisdiction of the City of Aubrey, including regulations for location, permitting, variances, nonconformities, and providing definitions. (Sign Ordinance Amendment)

Staff Contact

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Summary

The Sign Regulations for the City of Aubrey were originally adopted as a new section of the Zoning Ordinance in February of 2010. Since that time there have been minor amendments. The proposed amendment repeals and replaces the existing sign regulations with an improved set of standards. The significant changes from the existing standards are:

1. Remove sign categories based on zoning districts.
2. Allow for more than one order board for drive-through restaurants.
3. Provide for subdivision entry signage.
4. Improve category and definitions with images.
5. Provide for appropriate signage in the Aubrey Downtown areas.
6. Include variance procedures through a Sign Board and appeals to City Council.

Significant changes outlined:

1. Remove sign categories based on zoning districts.
Currently, the Code allows types of signs based on zoning districts. This has proven to be problematic and requiring Board of Adjustment (BOA) consideration of variances. For example, Aubrey High School is zoned for residential use and "Major Attached Signs" are not permitted in residential zoning districts.
The proposed sign regulations will provide for appropriately sized signs based on structure/façade sizes.
 2. Allow for more than one order board for drive-through restaurants.
Currently, the Code allows for only one menu board per drive-through establishment.
The proposed regulation allows for one pre-order and one order board for each drive-through lane. This is in response to the number of restaurants having more than one drive-through lane.
 3. Clarify that pole signs are prohibited signs.
-

The existing Code states pole signs are prohibited and another section of the ordinance allows the P&Z Commission to consider and City Council to approve a pole sign if the applicant demonstrates that certain conditions for a pole sign have been met. The proposed amendment resolves the apparent conflict.

Most municipalities have prohibited pole signs. The proposed amendment will assist with the removal of the visual clutter, will add to Aubrey's community appeal, and if desired, will provide support for Texas Scenic City Certification Program with signage being one of ten of the Visual Tenets of the Best Practices Resource Guide.

4. Improve category and definitions with images.

The existing Code provides for definitions and regulations.

The proposed ordinance has expanded the definitions and provides for standards in a chart format with a typical sign image for permitted signs.

5. Provide for appropriate signage in the Aubrey Downtown areas.

The City is nearing the completion of an updated Comprehensive Plan, and the Plan includes a Downtown Aubrey Land Use Designation. It is anticipated that the City will create a zoning district specific to this geographic area that will promote architectural styles and complementary signage. The proposed amendment provides for signage compatible with the downtown area.

6. Include variance procedures through a Sign Board and appeals to City Council.

The existing Code outlines the variance and appeals process for signs that do not meet ordinance standards through the Board of Adjustment (BOA). The Board of Adjustment's power to grant variances is dependent upon valid hardships, requires public hearing notices, including newspaper publication and mailing notices, and requires four of the five members to vote in favor of the item for consideration. The BOA's ruling is final with appeal to the courts as provided for by the laws of the State of Texas.

The proposed regulations identify a Sign Board (same body of members of the BOA) to consider and act on variances with an option to appeal to the City Council. The proposed amendment will provide a more streamlined process.

Notifications:

Notifications as required by Texas Local Government Code and the City of Aubrey Zoning Ordinance were provided.

At the time of agenda report preparation, the City had not received any comments/responses in opposition to or in support of the proposed sign regulation amendment.

Recommendation:

Staff recommends the approval of proposed Sign Regulations Amendment as presented.

Planning & Zoning Commission Recommendation:

The Planning & Zoning Commission unanimously recommended (4-0) the Sign Ordinance amendment for approval at their June 12, 2025 meeting.

Action Options:

The City Council may:

1. Approve the Ordinance amending the Sign Regulations;
2. Approve the Ordinance amending the Sign Regulations with revisions; or
3. Deny the Ordinance.

Attachments

1. Proposed Sign Regulations
2. Existing Sign Regulations
3. Ordinance

Financial Summary

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve the Zoning Ordinance Amendment for Sign Regulations.

CODE OF ORDINANCES
Chapter 14 – ZONING
CHAPTER 14A – ZONING ORDINANCE
SECTION 27 SIGN REGULATIONS

ARTICLE I. GENERAL PROVISIONS

Sec. 27-1. Purpose and Intent.

The purpose of this section is to regulate the location, size, construction, duration, use, and maintenance of all signs within the City of Aubrey and its extraterritorial jurisdiction on a content-neutral basis. The general objectives of this section are to balance the rights of individuals to convey their messages through the lawful use of signs with the rights of the public to be protected from potential harm, to promote the health, safety, and welfare of the general public, and to aid in achieving the following goals:

- (1) *Safety*. To promote the safety of persons and property by providing that signs do not:
 - a. Create a hazard due to collapse, fire, decay, and/or abandonment;
 - b. Obstruct firefighting or police observation; or
 - c. Create traffic hazards by confusing or distracting pedestrians, motorists, or cyclists.
- (2) *Communication efficiency*. To enhance the economy, the business, and the industry of the city by promoting the reasonable, orderly and effective display of signs and thereby encourage clear communication with the public, so that:
 - a. Businesses and services may identify themselves;
 - b. Motorists, pedestrians, and other persons may locate a business or service;
 - c. Priority is given to the conveyance of public safety messages; and
 - d. The right of free speech is preserved and exercised using signs.
- (3) *Environmental preservation and aesthetics*. To protect the public welfare and to preserve and enhance the appearance and economic value of the built environment, by providing that signs:
 - a. Protect, preserve and enhance scenic views, natural landscapes, and historic values of the city;
 - b. Protect preserve and enhance economic viability of the city's commercial corridors by assuring aesthetic appeal to businesses and residents alike;
 - c. Do not create visual clutter to persons using the public rights-of-way;
 - d. Do not create a nuisance to occupants or customers of adjacent property by sign size, height, brightness, or materials; and
 - e. Are not detrimental to land or property values.

Sec. 27-2. Definitions.

For the purposes of Section 27, Sign Regulations, the following words shall have the following definitions ascribed to them. Words not defined in Section 27, Sign Regulations shall be given their common and ordinary meaning.

Abandoned sign means a sign that for at least six continuous months does not identify or advertise a bona fide business, lessor, service, owner, product, or activity for which no legal owner can be found, or that pertains to a time, event or purpose that no longer applies.

Advertising means the act of conveying information to seek the attraction of or to direct the attention of the public to any location, event, person, activity, goods, services or merchandise.

Attached sign means any sign affixed to, applied on, or supported by any part of a building located on-premises.

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Awning sign means a permanent sign that is directly applied, attached, or painted onto an awning, which is a projection, shelter, or structure of canvas, metal, wood, or other similar approved material that covers a pedestrian walkway and is intended for protection from the weather or as a decorative architectural feature. (See detailed information and restrictions in §27-31, "Permanent Signs Allowed in Downtown Area" (1) "Awning Signs")

Balloon/floating device means a visible airtight or airflow through apparatus commonly made of latex, mylar or other similar material that extends by a cord, rope, string, wire or other similar material.

Bandit or snipe sign means unauthorized signs posted on utility poles, street signs, traffic signals or signal supports, signal boxes, fences, barricades, trees, posts, or other fixtures within the public right-of-way or public property. May also apply to signs on private property not meeting the definition of a temporary sign.

Banner sign means a temporary sign having characters, letters, or illustrations applied to plastic, cloth, canvas, or other light fabric or similar material, with the only purpose of such nonrigid material being for background. (See detailed information and restrictions in §27-32, "Temporary Signs in Downtown Area" (1) "Banner Signs")

Builder Promotional Sign means a sign that is located on a residential or commercial property advertising the availability of homes and/or tenant space. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (1) "Builder Promotional Signs")

Billboard sign means a large freestanding sign, generally supported by a metal frame, and consisting of two parallel sign faces which are oriented in opposite directions, used for the display of posters, printed, painted, fixed or electronic advertisements that generally directs attention to a location other than the premises on which the sign is located.

Building means any structure that has a roof supported by columns or walls for shelter, support, or enclosure intended for persons, animals, or material goods for any use or occupancy. When separated by dividing walls without openings in a manner significant enough to prevent the spread of fire, each portion of such structure separated may be deemed as a separate building.

Building official means the city's building official or his designee or other city-authorized agent appointed by the city manager.

Canopy sign means a permanent sign that is applied, attached, painted, or affixed on a canopy or other roof-like cover over gasoline fuel pump, vacuum area at car detail facilities, or other areas where services are provided to a patron in a vehicle intended for protection from the weather or as a decorative embellishment. (See detailed information and restrictions in §27-33, "Permanent Signs" (1) "Canopy Signs")

Cantilevered ground sign means a permanently affixed sign which is wholly independent of a building for support and where the primary support is supplied by a post and the sign hangs from a bracket or support. (See detailed information and restrictions in §27-33, "Permanent Signs" (2) "Cantilevered Ground Signs")

Certificate of occupancy means an official certificate issued by the city which indicates conformance with building, zoning, and health safety regulations and authorizes legal use and occupancy of the premises for which it is issued.

Changeable electronic message/reader board sign means a permanent sign or portion of a permanent sign designed to allow advertising or wording to be changed at periodic intervals, either manually or electronically, and is operated whereby light is turned on and off intermittently. This definition includes any illuminated sign in which such illumination is not kept stationary or constant in intensity and color when said sign is in use, including a light emitting diode ("LED") or digital sign.

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The term "changeable electronic message/reader board sign" does not include a sign located within the right-of-way that functions as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices approved by the Federal Highway Administrator as the National Standard. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (2) "Changeable Electronic Message/Reader Board Sign")

City means the City of Aubrey, Texas.

City manager means the city manager or his designee or other city-authorized agent appointed by the city manager.

Construction sign means a temporary sign containing graphics, symbols, text or images securely attached to, or printed directly onto the screening fabric of, a temporary fence or barrier placed around an active construction site. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (3) "Construction Sign")

Crown sign means a wall sign extending not more than three feet from the building façade and located on the upper horizontal band of a building at least 55 feet in height and four stories in height. (See detailed information and restrictions in §27-33, "Permanent Signs" (3) "Crown Signs")

Development sign, temporary means a temporary sign which advertises real estate, brokerage, development or similar opportunities related to the land on which the sign is located. The definition does not include builder signage. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (4) "Development Sign")

Drive-Through Order sign means a sign erected in conjunction with a use that incorporates a drive-thru or drive-in. (See detailed information and restrictions in §27-33, "Permanent Signs" (4) "Drive-Through Order Signs")

Effective sign area means the area of the sign that is utilized for the display of information to include background, however, does not include the framework or base of the sign.

Erect or install means to build, construct, attach, hang, place, suspend, affix, paint, display, apply assemble or place in any manner, including, but not limited to, on the exterior of a building or structure.

Exempt means a sign permit is not required; however, compliance with all other city ordinances and the city's zoning ordinance, as it currently exists or may be amended, is required.

Façade means any separate face of a building, including parapet walls and omitted wall lines, or any part of a building which encloses or covers usable space. Where separate faces are oriented in the same direction, or in directions within 45 degrees of one another, they are to be considered as part of a single façade.

Feather flag means a wind device that contains a harpoon-style pole or staff driven into the ground for support. See also "wind device."

Flag means a piece of fabric attached to a staff or cord on one end and generally used as a symbol of a nation, state, political subdivision, or organization. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (5) "Flags")

Flagpole means a freestanding device permanently placed in the ground for the purpose of flying a flag of a nation, state, political subdivision, or organization.

Frame duration means the time during which the frame continues a changeable message sign.

Garage Sale (see Yard Sale)

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Government/regulatory sign means any sign that is erected by or upon the order of a public officer, employee or agent thereof, in the discharge of official duties.

Graffiti means pictures, words, slogans, images, or other artwork painted, drawn, scratched, or applied in any manner to exterior walls, fences, structures, vehicles, stone, statues, buildings, or other items in public view. Graffiti includes the illegal or unauthorized defacing of a building, wall, or other edifice or object by painting, or otherwise marking it with words, pictures, symbols, advertising, logos, relations with a group, indecent/vulgar images, or offensive language.

Grand opening means a commemoration that promotes the opening of a new business. A grand opening may only be located at the business that received a certificate of occupancy.

Human sign means any hand-carried or held sign, symbol, or display on persons visible from the public right-of-way, which may include persons dressed in costume.

Illuminated sign means a sign designed or made that consists of lights, LEDs, or other form of illumination that displays a message or picture that does not scroll, fade, blink, flash, travel, or through any other means that do not provide constant illumination.

Impounded sign means a sign that is legally removed by the city in accordance with the provisions of §27-25, "Removal of Signs in Violation."

Incidental sign means a sign that is normally incidental to the allowed use on the property such as, but not limited to, directional signs, entrance, exit, or overhead clearance. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (6) "Incidental Signs")

Inflatable sign means a temporary sign manufactured of plastic, cloth, canvas, or other light fabric and inflated with air. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (7) "Inflatable Signs")

Logo means any registered or recognized design, insignia, or other mark, which is used in advertising to identify an organization, individual, company, or product.

Mechanical sign means any sign, which rotates, shakes, or moves by means of a motor, battery, or the like.

Merchandise display means any goods, wares, merchandise, or other advertising object or structure suspending from any building, pole, structure, sidewalk, parkway, driveway, parking area, or fuel pump island for the purpose of advertising such items.

Message transition means the process or period of changing from one message to another on a changeable message sign.

Monument sign means a permanent freestanding sign that is supported from grade to the bottom of the sign having or appearing to have a solid and opaque base independent of the principle building or structure.

Monument sign, multiple tenant means a permanent freestanding sign that is supported from grade to the bottom of the sign having or appearing to have a solid and opaque base independent of the principle building or structure located on a single lot that contains multiple businesses. (See detailed information and restrictions in §27-33, "Permanent Signs" (5) "Monument Signs – Multiple Tenant Signs")

Monument sign, single tenant means a permanent freestanding sign that is supported from grade to the bottom of the sign having or appearing to have a solid and opaque base independent of the principle building or structure located on a single lot that contains only one business. (See detailed information and restrictions in §27-33, "Permanent Signs" (6) "Monument Signs - Single Tenant")

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Mural sign means pictures or artwork painted, drawn, or applied on the exterior walls of a building depicting a non-commercial message. (See detailed information and restrictions in §27-31, "Permanent Signs in Downtown Area" (2) "Mural Signs")

Neglected sign means a sign that has any missing panels, burned out lights, missing letters or characters, rust, loose parts, damage, fading from its original color, supports or framework with missing sign or parts, or is not maintained.

Nonconforming sign means any sign and its supporting structure that does not conform to all or any portion of this section and (i) was in existence and lawfully erected prior to the effective date of this section; (ii) was in existence and lawfully located and used in accordance with the provisions of any prior ordinances applicable thereto or which was considered legally nonconforming thereunder, and has since been in continuous or regular use; or (iii) was used on the premises at the time it was annexed into the city and has since been in regular and continuous use. (See detailed information and restrictions in §27-23, "Nonconforming Signs")

Non-profit sign means a temporary sign that shall be located on private property that is owned by a legitimate business or entity that has as a primary function a charitable and/or non-profit status, as determined by the IRS standard. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (8) "Non-Profit Signs")

Non-residential use means any structure or use not included in the definition of "residential use" contained in this section including, but not limited to, a home-builder model home, a temporary sales trailer, and an apartment leasing office.

Notice means a notice required by this section shall be sufficient if it is submitted by personal delivery, registered or certified mail with return receipt requested, and/or sending the notice through the United States Postal Service.

Obscene sign means a sign in which the dominant theme of material taken as a whole appeals to a prurient interest in sex, is patently offensive because it affronts community standards relating to the description or representation of sexual matters, and is utterly without redeeming social value.

Off-premises sign means a sign that advertises, promotes, or pertains to a business, person, organization, activity, event, place, service, product, etc. at a location other than where the sign is located.

On-premises sign means a sign that advertises, promotes, or pertains to a business, person, organization, activity, event, place, service, product, etc. at the location of which the sign is located.

Outdoor vending machine sign means a sign located on an outdoor machine, device, or equipment which may include, but is not limited to, coin-operated/electronic payment vending machines, fuel dispensing pumps, telephone facilities, automatic teller machines, automotive vacuum cleaners, amusement rides, propane tank sales, and similar machines, devices, or equipment. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (9) "Outdoor Vending Machine Signs")

Person means any person, firm, partnership, corporation, company, organization, or business entity of any kind.

Pole sign means a freestanding sign that is detached from a building and is supported by one or more structural elements that are either (a) architecturally dissimilar to the design of the sign, or (b) less than $\frac{1}{4}$ the width of the sign.

Political sign means a temporary sign announcing or supporting political candidates or issues in connection with a national, state, or local election. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (10) "Political Signs")

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Portable sign means any sign not permanently attached to the ground or to a building which is designed to be easily transported or conveyed to different locations.

Premises means a lot, parcel, tract, or plot of land together with the buildings and structures thereon.

Prohibited sign means signs that do not comply with this or other applicable ordinances and that are otherwise not allowed within city boundaries or in Aubrey's Extraterritorial Jurisdiction (ETJ).

Projecting sign means a permanent attached sign that is wholly or partially dependent upon a building for support and extends from said building, generally at a right angle. (See detailed information and restrictions in §27-31, Permanent Signs allowed in Downtown Area (3) "Projecting Signs")

Public informational sign means a sign erected by or at the direction of the city, local, federal or state governments for the purpose of providing instruction, information, or direction to the general public, including, but not limited to, signs identifying a property address, restrooms, handicap parking spaces, reserved parking spaces, freeze warning, no trespassing, no dumping, no loitering, no soliciting, beware of dog warning, water resource information, lock/take and hide, construction entrance and/or exit signage.

Residential use means a structure where the primary purpose is to provide a permanent place of residence to an individual or family.

Residential Subdivision Entrance Sign (Subdivision Entry Sign) means a permanent freestanding sign that is supported from grade to the bottom of the sign having or appearing to have a solid and opaque base independent of the individual residential structures and located on a lot owned and maintained by the HOA for the purposes of identifying the main or secondary entrances to a residential community. (See detailed information and restrictions in §27-34, "Permanent Signs allowed in Residential and Multi-Family Districts" (1) "Residential Subdivision Entrance Sign")

Residential yard sign means an on-site temporary residential sign used to publicize or announce information at the discretion of the homeowner or tenant of the property such as, but not limited to, home improvement signs, residential real estate signs, or school affiliation signs. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (14) "Residential Yard Signs")

Revolving sign means a sign that turns, spins, partially revolves, or completely revolves 360 degrees on an axis.

Right-of-way means the area on, below, or above a public roadway, highway, street, public sidewalk, waterway, or utility easement in which the city has an interest.

Roof sign means a sign mounted on and supported by the roof portion of a building, above the uppermost edge of a parapet wall and is supported by the building, or a sign that is painted directly upon the roof or top of a building.

Scoreboard means a sign located on or adjacent to an athletic field or stadium, which is used to display information pertaining to an event at the field or stadium. (See detailed information and restrictions in §27-35 (11) "Scoreboards")

Searchlight means any use of lighting intended to attract the general public by the waving or moving of light beams.

Sidewalk sign means a movable sign not secured or attached to the ground or surface upon which it is located. This sign type is typically an A-frame or spring-mounted sign. (See detailed information and restrictions in §27-32, "Temporary Signs allowed in Downtown Area" (2) "Sidewalk Signs" and in §27-35, "Miscellaneous and Temporary Signs" (12) "Sidewalk Signs")

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Sign means any form of publicity or advertising which directs attention to an individual, business, commodity, service, activity, or product by means of words, figures, numerals, emblems, devices, trade names or trademarks, or other pictorial matter that communicates information of any kind to the public.

Sign cabinet means a wall or freestanding sign that is self-enclosed and contains all the text and/or logo symbols within the enclosed cabinet which may or may not be illuminated. It can be single- or double-faced.

Strip center means a commercial building comprised of multiple, individual businesses on a single lot where the primary entrance for each tenant is generally accessed from the outside.

Subdivision means the division of a lot, tract, or parcel of land into two or more lots, plats, sites, or other divisions of land for the purpose, whether immediate or future, of sale or of building development.

Temporary, non-profit sign means any sign which meets the criteria for a temporary sign within this section but is used by a non-profit agency or entity and placed for a limited duration on the property owned by the non-profit agency or entity. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (8) "Non-Profit Signs")

Temporary development sign means a sign that identifies a real estate project that is under construction.

Temporary sign means any sign which is not rigidly and permanently installed into or on the ground, attached to a building, or as defined in this section.

Total sign area means the total area of a sign including the display, framework, and base.

Vacant building sign means any sign associated with a vacant building or a vacant lease space, except a sign pertaining to the lease or sale of the building to which it pertains, or a sign which is under lease from an owner or his authorized agent when such sign is maintained by a person operating under his own bond.

Vehicle means a motorized machine on wheels, treads, or runners by which any person, material, commodity, or property is or may be transported.

Vehicular sign means a commercial sign painted upon or applied directly to (including magnetic) any truck, car, bus, trailer, boat, recreational vehicle, motorcycle, or other vehicle. (See detailed information and restrictions (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (13) "Vehicular Signs")

Wall sign means a permanent sign affixed to or painted on an exterior wall and extending not more than 12 inches from the façade of any building to which it is attached, supported throughout its entire length by the building face. (See detailed information and restrictions in § 27-31, "Permanent Signs allowed in Downtown Area" (4) "Wall Signs" and in §27-33, "Permanent Signs" (7) "Wall Signs")

Wayfaring sign means a specific sign erected or endorsed by the city that is placed to direct citizens and visitors to points of interest within the city. (§See detailed information and restrictions in § 27-31, "Permanent Signs allowed in Downtown Area" (5) "Wayfaring Signs")

Wind device means any pennant flag, streamer, spinner, balloon, feather sign, or similar device made of cloth, canvas, plastic, or any flexible material designed to float or move freely.

Window sign means a sign affixed to any surface of a window (internal or external) or is located within three feet from the interior window of any establishment. (See detailed information and restrictions in §27-31, "Permanent Signs allowed in Downtown Area" (6) "Window Signs")

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Yard/Garage sale means a sign indicating the date and location of the sale of goods at a residential property and includes yard sales and estate sales. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (15) "Yard Sale Signs")

Zoning districts means the various use districts designated in the city's zoning ordinance.

Zoning sign means any temporary sign erected in conjunction with a request to zone or rezone a property in accordance with the city's zoning ordinance. (See detailed information and restrictions in §27-35(16) "Zoning Signs")

Sec. 27-3. Jurisdiction and Applicability.

- (a) The terms and conditions of Section 27, Sign Regulations shall apply to all signs located within either the City of Aubrey or its extraterritorial jurisdiction (ETJ), pursuant to V.T.C.A., Local Government Code Ch. 216, as amended. The city manager shall be responsible for interpreting and administering.
- (b) Signs located on property owned by the City of Aubrey, an independent school district or any other governmental agency are not required to meet the requirements of this section. However, signs located on property owned by the City of Aubrey shall be permitted only upon approval of the city manager.

Secs. 27-4—27-19. Reserved.

ARTICLE II. ADMINISTRATION

Sec. 27-20. Permit Required.

- (a) *Sign permit required.* No sign, unless otherwise excepted under Section 27, Sign Regulations, shall be erected, placed, located, secured, constructed, altered, attached, painted or displayed to/on the ground, any building, and/or any structure, until a permit for such sign has been approved and issued by the city manager. In no event shall a permit be required for any government/regulatory sign, and a government/regulatory sign may be placed in the public right-of-way.
- (b) *Application.* An application for a sign permit may be obtained from the city's offices. The city manager shall approve or deny an application for a sign permit within 30 days of the city's receipt of a completed application. An application is deemed complete upon receipt of all submittal requirements as outlined in the sign permit application.
 - (1) A diagram shall be provided showing the location of the sign on the property, any applicable dimensions of the proposed sign, as well as any applicable proposed electrical connections.
 - (2) Any sign may be required to provide engineer sealed plans, at the discretion of the city manager, upon review.
 - (3) Incorrect information shall be grounds for revocation of the proposed permit.
 - (4) A permit shall be approved if a proposed sign conforms to all city ordinances and any currently adopted building codes that may be applicable.
 - (5) After a sign permit has been issued, it shall be unlawful to change, modify, alter, or otherwise deviate from the terms and conditions of said sign permit without prior approval by the city manager or his designee.
- (c) *Permit fee.* Every application for a sign permit shall be submitted with a nonrefundable fee as provided in the city's Fee Schedule. An application will not be accepted without the permit fee paid in full.

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- (1) Fees for sign permit applications shall be assessed in accordance with the city's currently adopted fee schedule.
- (2) Work without a permit. A fee of two times the amount of the permit fee shall be assessed for any work done without or prior to the issuance of a permit.
- (d) *Inspection.* The city manager or his designee is authorized to perform an inspection of all signs. The purpose of the inspection is to ensure that the sign has been constructed in accordance with this section, other applicable ordinances, and the applicable permit. The city manager or his designee shall solely determine the method and time of such inspections.
- (e) *Permit expiration.* If the work authorized by a sign permit issued under the provisions of this section has not been completed within 90 days after the date of issuance of a sign permit, the permit shall become null and void. Additional time may be approved by the city manager with just cause, upon receipt of written request prior to expiration of said permit.

Sec. 27-21. Interpretation, Administration and Revocation of Permit.

- (a) The city manager or his designee shall be responsible for interpreting and administering this section. The city manager or his designee may suspend or revoke any permit for a sign issued in error or on the basis of incorrect or false information supplied, or whenever such permit was issued in violation of any provision of this section, any other ordinance of the city, the laws of the state or the federal government. Such revocation shall be effective when communicated in writing to the person to whom the permit is issued, the owner of the sign, or the owner of the premises on which the sign is located. Any sign that is the subject of a revoked permit shall be immediately removed by the person in control of the sign or premises upon which the sign is located, or within a reasonable time as determined by the city manager, but not to exceed ten calendar days of written notice of revocation.
 - (1) Notice of revocation shall be deemed to have been given by letter sent certified, first class mail, return receipt requested and addressed to the to the person to whom the permit is issued, the owner of the sign, or the owner of the premises on which the sign is located at the owner's address as recorded in the appraisal district records of the appraisal district.
 - (2) The city manager may revoke a contractor registration issued in error or for those reasons stated herein.
- (b) *Temporary exemptions.* The city manager shall have the authority to approve temporary exceptions to the sign ordinance as set forth in this section in emergency circumstances and/or in relation to public works projects. Public works projects include, but are not limited to, periods in which road construction interferes with the normal course of business or other similar circumstances.
- (c) *Public safety protection.* Nothing in this section is meant to prevent any public safety organization or agency from setting up and utilizing any type of sign needed on a temporary basis to protect and enhance public safety solely at the discretion of the public

Sec. 27-22. Prohibited Signs.

The following signs are specifically prohibited:

- (1) Abandoned signs;
- (2) Merchandise displays, except as authorized by the city's zoning ordinance;
- (3) Billboard signs;
- (4) Graffiti;
- (5) Neglected signs;
- (6) Balloon and air devices;
- (7) Bandit or snipe signs;

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- (8) Human signs;
- (9) Portable signs, unless specifically permitted within this section;
- (10) Revolving signs;
- (11) Mechanical signs;
- (12) Pole signs;
- (13) Roof signs;
- (14) Vacant building signs;
- (15) Wind devices/feather flags, unless used in conjunction with a city-authorized special event, excluding flags and banners as authorized by this section;
- (16) Obscene signs;
- (17) LED, string or similar lighting outlining windows, doors, or other similar building features;
- (18) Searchlights, beacons, or laser lights, unless used in conjunction with a city-authorized special as defined in Section 27-2 Definitions, of this Code, as amended; and
- (19) Other prohibited signs:
 - a. Any sign not referenced in or governed by this section;
 - b. Any sign erected or installed without the issuance of a permit, either prior to or after the adoption of this section (if a permit was required);
 - c. Any sign that emits odor or visible matter;
 - d. Any billboard sign located, relocated, or upgraded within the corporate limits or extraterritorial jurisdiction of the city;
 - e. Any sign erected or installed in or over a public right-of-way or access easement, unless permitted within this section;
 - f. Any sign located on private property without the consent of the owner of the premises;
 - g. Any sign that does not comply with this or other applicable municipal ordinances, or those which do not comply with federal or state laws;
 - h. Any sign supported by a bench, tree, rock, bridge, public utility pole;
 - i. Any sign supported by a fence, except as otherwise permitted in this section;
 - j. Any floating device(s) anchored to the ground of any vehicle, structure or any other fixed object for the purpose of advertising or attracting attention to a business, commodity, service, sale, or product, except as otherwise permitted in this section;
 - k. Any sign placed on any traffic control device or utility support structure or pole, or over public right-of-way or other public property, unless the sign is placed by the city, county, state, or other authorized governmental agency, or with the permission of the city, for public purposes, unless permitted within this section; and
 - l. Off-premises signs, unless specifically permitted within this section.

Sec. 27-23. Nonconforming Signs.

- (a) Signs legally in existence at the time of the adoption of Section 27, Sign Regulations, which do not conform to the requirements of this section, shall be considered nonconforming signs.
- (b) All permanent signs and sign structures, with the exception of existing pole signs, which are addressed in subsections 27-23 (b)(7) and (b)(8), and billboards (currently deemed illegal and nonconforming) and addressed in subsection 27-23 (b)(9) shall be brought into conformance with the sign regulations when and if the following occurs:
 - (1) The sign is removed, relocated, or significantly altered. Significant alterations include changes in the size or dimension of the sign. Changes to the sign copy or the replacement of a sign face on a nonconforming sign shall not be considered a significant alteration.
 - (2) If more than 50 percent of the sign area is damaged, it shall be repaired to conform to this section.
 - (3) An alteration in the structure of a sign support.
 - (4) A change in the mechanical facilities or type of illumination.

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- (5) A change in the material of the sign face.
 - (6) If the property where the nonconforming sign is sold with full ownership being transferred, the nonconforming sign shall be brought into conformance with this Code at the time of transfer unless the buyer continues to operate the business under the same name that was on the nonconforming sign at the time of transfer.
 - (7) Notwithstanding section 27-22(11), pole signs existing as of the date of June 22, 2025 which are less than two years old may be maintained for a maximum of seven years, if they otherwise conform to section 27 of the Aubrey Code of Ordinances.
 - (8) Notwithstanding section 27-22(11), pole signs existing as of June 22, 2025 which are more than two years old may be maintained for a maximum of five years, if they otherwise conform to section 27 of the Aubrey Code of Ordinances.
 - (9) Notwithstanding section 27-22(3), billboard signs existing as of June 22, 2025 may be maintained for a maximum of five years, if they otherwise conform to section 27 of the Aubrey Code of Ordinances.
- (c) *Change to a conforming sign.* A nonconforming sign may be altered to become or be replaced with a conforming sign by right. Once a sign is altered to conform or is replaced with a conforming sign, the nonconforming rights for the original sign are lost and a nonconforming sign may not be re-established. Unless prohibited, proposed changes that are not in conformance with this section are subject to the variance process.
- (d) If there is no sign in place on a sign structure or building wall for six continuous months, the nonconforming rights are lost, and a nonconforming sign may not be re-established. If the sign structure is unused for less than six continuous months, a nonconforming sign may be re-established.
- (e) A nonconforming sign in the city or its extraterritorial jurisdiction (ETJ) may be relocated, reconstructed, or removed as provided by law including, but not limited to, V.T.C.A., Local Government Code Ch. 216 as it exists or may be amended.
- (f) A nonconforming sign or sign structure may be removed temporarily to perform sign maintenance or sign repair. In order to preserve the nonconforming sign status, the person removing the sign must inform the city manager, in writing, before the sign is removed. If the responsible party fails to inform the city manager, any re-erected sign will be considered a new sign.

Sec. 27-24. Maintenance of Signs/Neglected and Abandoned Signs.

- (a) All signs, including nonconforming signs, shall be maintained in a consistently neat appearance. Sign panels and/or sign graphics shall be secured and maintained so that they do not separate from, hang from, or fall from a sign. Sign panels and sign graphics shall not be faded, ripped, or have any other damage. Illuminated signs with all or part of the sign being unilluminated shall be repaired within seven (7) business days.
- (b) Abandoned signs and neglected signs shall be considered a public nuisance and are prohibited.
- (c) Upon written notification to the permit holder by the city manager, such abandoned signs shall be removed from the premises and neglected signs shall be repaired or removed from the premises by the property owner, agent, or person having beneficial use of the land, building, or structure upon which said sign is located.
- (d) The notification shall state that the offending sign shall be repaired or removed by the owner, agent, or person having beneficial use of the land, building, or structure upon which such sign is located within ten days. The notification shall further state that if the sign is not removed or repaired, a citation may be issued and the city may resort to any civil remedy available to remove or repair the sign, up to and including impoundment.

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- (e) If any sign is determined to present an immediate danger to the health, safety, and general welfare of the public, the city shall remove it immediately. Within ten days of the removal of the sign, the city shall notify the owner of the property on which the sign was located of the reason(s) for removal of the sign.
- (f) It shall be unlawful for any person, firm, or corporation receiving such written notice to fail to comply with the direction of the notice. In the event of failure to comply with such notice, the city manager is hereby authorized to cause the removal and impoundment of such sign. Any expenses incident thereto shall be the responsibility of the owner, agent, or person having beneficial use of the land, building, or structure upon which such sign was located.

Sec. 27-25. Removal of Signs in Violation.

- (a) *Removal/impoundment of prohibited signs.* All prohibited signs, dilapidated signs, or noncompliant signs shall be considered a public nuisance and are prohibited by this section within the city limits and its extraterritorial jurisdiction. Upon identification of any prohibited sign, the city manager or his designee shall provide written notification of the violation to the owner of the property on which the prohibited sign is located and/or the installer of the sign.
 - (1) The notification shall state that the offending sign shall be removed by the owner, agent or person having beneficial use of the land, building or structure upon which such sign is located within the time period prescribed after written notification to do so.
 - (2) The notification shall further state that if the prohibited sign is not removed within a specific time frame (not to exceed ten calendar days) a citation may be issued and the city may resort to any civil remedy available up to and including impoundment.
 - (3) If any sign is determined to present an immediate danger to public health, safety, or welfare, the city shall remove it immediately.
 - (4) Within ten calendar days of the removal of the sign, the city manager shall notify the owner of the property on which the sign was located of the reason(s) for the removal of the sign.
 - (5) Signs authorized by a sign permit number with an expiration date shall be removed promptly upon the date of expiration.
 - (6) Signs remaining after the date of expiration shall be deemed prohibited. The sign permit that provides the expiration date shall be considered adequate notice of violation.
 - (7) Bandit/snipe signs may be removed immediately by the city.
- (b) *Failure to comply.* It shall be unlawful for any person, firm, entity or corporation receiving such written notification or having an expired sign permit to fail to comply with the direction of the notification. In the event any person, firm, entity or corporation fails to comply with such notice provided, the city manager is hereby authorized to cause the removal and impoundment of such sign. Any expenses incident thereto shall be the responsibility of the owner, agent or person having beneficial use of the land, building or structure upon which such sign was located.
- (c) *Impounded signs and recovery.*
 - (1) Impounded signs may be recovered by the owner within seven calendar days from the date of the written notification of impoundment by paying a fee determined by the city's current consolidated fee schedule as approved by the city council. This fee for the recovery of impounded signs will be added to the City's Fee Schedule.
 - (2) Impounded signs not recovered within seven calendar days from the date written notification of impoundment is sent, may be disposed of by the city in any manner the city so elects.

Sec. 27-26. Unified Sign Plan

- (a) A Unified Sign Plan is required prior to the issuance of a sign permit for signs for all signage on properties that are greater than four (4) acres in size and/or have more than six (6) independent

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businesses located on the overall property. The purpose of the Unified Sign Plan is to determine overall sign locations on a property, the relationship of the signs to surrounding existing, provide uniformity in size, design, colors, and proportions of signs within the development. In addition, the Unified Sign Plan will promote a cohesive relationship between current developments and proposed future improvements, will determine consistency and uniformity among buildings and signs for a commercial and residential developments made up of multiple independent businesses. The purpose is to coordinate the signage so that it the signs convey their message in a readable, easily differentiated, and pleasing to the visual environment.

- (b) A Unified Sign Plan shall contain the following information:
 - (1) Elevations of the locations of signs illustrating the materials of construction, colors, lighting, fonts of letters and dimensions of the signs. If the sign is to be attached to a building, the elevation shall be a composite of the sign and the building;
 - (2) Elevations depicting the size of the signs in relation to the size of the buildings within the development;
 - (3) A plan drawn to preliminary site plan, or site plan specifications, as detailed in the zoning ordinance, as it currently exists or may be amended, of the site illustrating the location of existing and proposed signs on the property and, if required by city staff, on adjacent properties;
 - (4) Other information to illustrate the consistency and uniformity of the signs; and
 - (5) For Unified Sign Plans, the sign plan shall identify a unified development zone. Only those properties and businesses included within the unified development zone shall be included/identified on the unified development signs erected within the unified development zone. Prior to city consideration of a unified development zone, all property owners located within a proposed unified development zone must submit notarized letters to the city authorizing the creation of the unified development zone. A lot shall only be included in one unified development zone.
- (c) A Unified Sign Plan is required of commercial developments that include six (6) or more independent businesses within the overall development zone or are greater than four (4) acres in size, whichever is the most restrictive.
- (d) Signs specified in the Unified Sign Plan, or as otherwise required in this chapter, shall be submitted to the development services department for review and approval. The Unified Sign Plan will be reviewed in accordance with the city's development review schedule. The building official may approve or deny a Unified Sign Plan. Should the building official deny a sign coordination plan, the applicant shall have a right of appeal to the Sign Board, as described in Section 27-27(b) of this chapter.

Sec. 27-27. Waivers and Appeals.

- (a) *Sign Board.* All waivers and appeals to this section of the Zoning Ordinance shall be presented to the Sign Board. This appointed body shall be made up of the same members as the Board of Adjustments.
- (b) *Process.* Any person requesting a waiver from the rules and regulations detailed herein shall apply in writing to the Sign Board. The application shall contain the information and plans requested in the waiver requesting a variance from the provisions of this section, along with the established application fee which shall be listed in the City's Fee Schedule. The application shall include reasons for the waiver including any situation or issue that would cause the existing regulations to be altered. No public hearing and/or notification of property owners is required for a sign waiver.
- (c) *Approval Standards.* In granting any sign waiver, the Sign Board shall consider the following criteria and shall grant the variance only if:

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- (1) Special conditions exist which are unique to the land, structure or building involved and are not applicable to other lands, buildings or structures in the same vicinity. The Sign Board may attach such conditions to granting all or a portion of any waiver necessary to achieve the purpose of this section; and
 - (2) The strict interpretation of the provisions of this section would deprive the applicant of rights commonly enjoyed by other properties in the vicinity under the terms of this section; and
 - (3) The special conditions and circumstances do not result from the actions of the applicant and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences; and
 - (4) Granting the waiver will meet the objectives of the section and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare; and
 - (5) Granting of the variance will be in harmony with the spirit and purpose of this section.
- (d) *Approval by the Sign Board.* The Sign Board shall have the authority to waive or amend certain regulations if it deems the change to be in the best interest of the City of Aubrey.
- (e) *Appeal.* If the Sign Board denies the application for a waiver, the applicant may appeal to the City Council, which will have the final authority.
- (f) *Limitation on Reapplications.* When the city council has denied an application, no new applications of similar nature shall be accepted or scheduled for 12 months after the date of denial. Applications that have been withdrawn at or before the council meeting may be resubmitted at any time for hearing before the Sign Board and/or city council.

Sec. 27-28. Penalty for Violation of Section 27, Sign Regulations.

- (a) Any person, firm, corporation, association, or other entity who violates any of the provisions of this section or causes or permits the same to be done in violation of this section shall be guilty of a class C misdemeanor and, upon conviction, shall be subject to a fine not to exceed the maximum permissible fine allowed by state law. It shall be presumed that a person, firm, corporation, association, or other entity is responsible for the violation if the person, firm, corporation, association, or other entity is:
- (1) The permit holder for the sign; or
 - (2) The owner, operator, agent, or manager of an entity or business that, or a person who, is promoted by the sign or listed on the sign as responsible for the sign.
- (b) This presumption may be rebutted if the named violator provides the full name, date of birth, physical and mailing address, and telephone number or numbers for the person, firm, corporation, association, or other entity responsible for the violation.

Sec. 27-29. Sign Measurement.

- (a) *Area.* The area of a sign shall be measured as follows:
- (1) For signs in the shape of a square, rectangle, circle, or similar standard geometric shape, the area shall be calculated by using the standard mathematical formula (height multiplied by width, 3.14 multiplied by radius squared, etc.).
 - (2) For signs with an irregular shape, the area shall be measured by drawing a box around the entire body of the sign, enclosing the sign elements with four intersecting lines and using the standard mathematical formula (height multiplied by width).
 - (3) The area of a spherical, cylindrical, or other three-dimensional sign shall be measured by calculating the area of a two-dimensional drawing of the largest elevation of the sign.
 - (4) Where a sign has two faces, the area of the largest sign face shall be used to determine the area of the sign provided the two faces are within 30 degrees from parallel. Where a sign has two or more faces that are greater than 30 degrees from parallel, the sign area shall either be

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calculated as the sum of the area of each face, or the sign will constitute two signs (a V-shaped sign).

- (5) Letters forming a word or name shall be considered a single sign, regardless of the spacing between letters.

- (b) *Height.* The height of all signs shall be measured from the top edge of the sign and/or support structure to the average finished grade of the ground below the sign and/or support structure. If a sign is located on a mound, berm, or other raised area for the sole purpose of increasing the height of the sign, the height of the mound, berm, or other raised area shall be included in the height of the sign. The supports of a freestanding sign shall not be included in calculating the area of the sign but shall be included in the measurement of the height of the sign.

Sec. 27-30. Criteria for Permissible Signs.

The following signs are permissible, subject to the following conditions and the specifications listed in this section. Signs that do not comply with the following conditions and specifications or are not specifically covered within this section are considered prohibited.

ARTICLE III. APPROVED SIGNS

Sec. 27-31. Permanent Signs allowed in Proposed Downtown Area.

(1) Awning Signs

(a) Location	Permitted in conjunction with non-residential uses or in a residential zoning district for apartment uses for which a building permit and/or certificate of occupancy has been issued. The supporting structure may not extend into or over the street right-of-way. Signs shall be securely attached to the elevation of the awning, and may not swing, sway, or move in any manner.	
(b) Maximum Effective Sign Area	Ten percent of the total area of the awning.	
(c) Minimum Clearance	9 feet in height above sidewalk or walkway.	
(d) Design	Canvas, metal, wood, or other material approved by the city manager. Minimum height for text or graphic elements shall be 6 inches. The awning shall be secured to the building and may not move in any manner. An awning requires the issuance of a building permit prior to installation, unless approved with the initial building permit.	

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(e) Dimensions	Maximum width of awning: 75 percent of building width Maximum height of message: 12 inches
(f) Permit Required	Yes.

(2) Murals

(a) Location	Shall be tiled or painted directly upon or affixed to the exterior wall of the building. Must have written permission of the property owner at the time of permit application. May be up to 100 percent of the building elevation on which it is located. Text and symbols are limited to ten percent of the size of the entire mural.	 <i>Image credit: Tyler, Texas</i>
(b) Maintenance	It is the intent of the city to maintain the historic murals in downtown Aubrey. To that end, mural signs shall be kept in good repair, free from excessive paint chipping, peeling, or fading. Mural signs found not to be in good repair must be repaired within 90 days from the date upon which the property owner receives a written order from the building official to repair the mural sign. Should the mural sign not be repaired within 90 days of notice by the city, the city reserves the right to repair and/or repaint the mural sign. If the city repairs and/or repaints the mural sign, the property owner will be charged the cost of the repair and/or repainting. If payment of the cost of the repair and/or repainting has not been paid within 60 days, the city may place a lien against the property in the amount of the charge for the repair and/or repainting.	
(c) Illumination	Mural signs may be illuminated by external lighting cast onto the mural sign provided that: The brightness and intensity shall not be greater than necessary to make the mural visible; and Lighting shall be shielded from all adjacent buildings and streets; and The lighting shall not create excessive glare to pedestrians and/or motorists and will not obstruct traffic control or any other public informational signs.	
(d) Permit Required	Yes, location must be approved by the city manager.	

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(e) Permit Stipulation	Mural signs may not be used to advertise products or services offered or sold off-location or on-site.
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(3) Projecting Signs

(a) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued. May project into right-of-way (with City Council approval of an encroachment agreement) but shall be located a minimum of three feet from back of curb of any adjacent street or drive. May be erected on a building corner when the building corner adjoins the intersection of two streets. No portion shall extend above the roof line, a parapet wall, or the eave line.	
(b) Maximum Total Sign Area	The surface area of the sign where text and graphics are displayed shall not exceed a maximum of 10 percent of the area of the building elevation to which it is attached.	
(c) Minimum Clearance	Nine feet above sidewalk or walkway. Requires Fire Department review and approval.	
(d) Maximum Number of Signs	One per tenant per elevation.	
(e) Design	Shall not extend above a building wall. May extend no more than three feet from the façade of a building.	
(f) Support	Shall be supported from the side edge of the sign in an approved manner.	
(g) Permit Required	Yes.	

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(4) Wall Signs

(a) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued. Shall not be allowed on accessory structures. Shall not be allowed on any façade (other than the main front of the building) that faces property zoned single-family uses if the sign is within 150 feet of the property line of said residential property. Tenant within a strip center: Signage shall be restricted to the façade of the tenant space on the building.	
(b) Maximum Effective Sign Area	The total of all effective sign area on each façade, shall not exceed 60 square feet or 20 percent of the façade, whichever is greater. In no instance shall a wall sign exceed the maximum height limitations noted in (c) below. Tenant within a strip center: Shall be measured by the size of the façade of the tenant space.	
(c) Maximum Height	Height of sign is based on the height of the building: Less than 20 feet: four feet 20 feet to less than 30 feet: six feet 30 feet to less than 40 feet: eight feet 40 feet to less than 50 feet: ten feet 50 feet or greater: 12 feet	
(d) Minimum Clearance	9 feet above sidewalk, walkway, or street. If sign is painted on the wall, there is no minimum clearance.	
(e) Maximum Number of Signs	Unlimited, however, the individual sign heights may not exceed what is allowed in (c) above and the total combined area cannot exceed what is allowed in (b) above. Signage for a multi-tenant building with a single entry: shall be limited to a maximum of two signs per elevation of appropriate scale and size identifying the major tenant or name of building.	
(f) Design	When projections on the wall face prevent the placement of the sign flat against the wall face, the space between the back of the sign and the wall shall be closed at the top, bottom, and ends with incombustible materials.	

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	In no case shall an attached sign project above the roof line or parapet wall of any building.
(g) Permitting Stipulation	Signage for a multi-tenant building with a single entry: Shall be required to provide a letter from the owner of the building authorizing placement of sign and location at permit submittal.
(h) Permit Required	Yes. A sign reface requires a separate permit.

(5) Wayfaring Signs

(a) Location	May be located on private property that is adjacent to public rights-of-way (with written permission from the property owner). May be located within the parkway of public rights-of-way (with permission from the state or county, as appropriate).	
(b) Manner	The number and location of wayfaring signs shall be determined by the city manager or his designee. The cost of production, installation, maintenance, and relocation or removal of the wayfaring signs shall be the responsibility of the permittee, or, if located on private property, the permittee and the property owner shall have joint and severable liability.	
(c) Maximum Height	10 feet	
(d) Maximum Width	6 feet	
(e) Color/Theme	Wayfaring Signs shall incorporate logo/artwork approved by City Council.	
(f) Permit	The City will contract for Wayfaring Signs. No other signs shall be erected for this purpose.	

(6) Window Signs

(a) Location	Shall be affixed to any surface of a window (interior or exterior) or within three feet of the interior window glazing.	
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(b) Maximum Total Sign Area	Window signs are exempt from the provisions of this section, providing not more than 30 percent of the transparent window area is occupied at any one time, whether the sign covers a single pane or multiple panes.	
(c) Exceptions	Addresses, open/closed signs, hours of operation, and window signs required by the city are exempt from meeting the maximum sign area criteria as required in this section of the ordinance.	
(d) Permit Required	No, but shall comply with the above conditions and specifications listed above.	

Sec. 27-32. Temporary Signs allowed in Proposed Downtown Area.

(1) Banner Signs (Temporary)

(a) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued. Shall not face a residential neighborhood unless separated by a major or minor thoroughfare.	
(b) Maximum Total Sign Area	All four corners shall be securely attached to the front, side, or rear surfaces of a building excluding banners located on public school property or church property, which may be affixed to a freestanding support. May not be used as the primary signage for a business.	
(c) Maximum Total Sign Area	35 square feet.	
(d) Minimum Clearance	Nine feet in height above sidewalk or walkway when installed in a location that may restrict pedestrian travel.	
(e) Maximum Number of Signs	One at any given time for any given business.	
(f) Maximum Number of Occurrences/Year	Three two-week periods per business per calendar year that shall not be consecutive.	
(g) Exceptions	A business is permitted to have one banner sign prior to the receipt of a certificate of occupancy for a period not to exceed 14 days for	

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	grand openings. Shall not be counted against the allowed time frames provided above. Banner signs are allowed with a special event permit for 14 days prior to the event and two days after the event is over. Religious organizations that operate in a school or other temporary facility may place a banner during times of worship. The banner cannot be placed earlier than 24 hours prior to worship and shall be removed no later than two hours after worship. This banner shall not count against the businesses' annual allowance.
(h) Duration	Each permit is valid for a two-week period.
(i) Removal	Shall be removed on the day of the expiration of the permit. Special event banner: within 24 hours after the event.
(j) Permit Required	Yes.

(2) Sidewalk Sign (Temporary)

(a) Location	A sidewalk sign may be located on any downtown sidewalk so long as the sign does not obstruct vehicular, bicycle, or pedestrian traffic. Must comply with ADA clearance and accessibility.	
(b) Maximum Effective Sign Area	A sidewalk sign must be no more than 42" tall and 36" wide. The sign face must be no more than six square feet in area	
(c) Maximum Number of Signs	There may be no more than one sidewalk sign per tenant, generally located adjacent to the primary facade in front of the business.	
(d) Design	No illumination is permitted.	
(e) Duration	The sign must be removed and placed indoors at the close of each business day.	
(f) Permit Required	Yes, but there is no fee for this sidewalk signs.	

Sec. 27-33. Permanent Signs allowed in all other Non-Residential Districts and the ETJ.

In addition to the signs listed in section 27-31, the following signs are allowed in all other non-residential zoning districts and the city's extraterritorial jurisdiction (ETJ).

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(1) Canopy Signs

(a) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued. Shall be attached to the face of the canopy band that is parallel to a public street.	
(b) Maximum Effective Sign Area	Ten percent of the area of the building elevation to which it is attached.	
(c) Maximum Number of Signs	One canopy sign per public street frontage.	
(d) Design	Shall only contain the name and/or logo of the company. Pricing and/or sale specials are prohibited. Must not extend outside the overall length or width of the canopy, however, may extend above or below the canopy provided the clear height is met.	
(e) Permit Required	Yes.	

(2) Cantilevered Ground Signs

(a) Location	Permitted in conjunction with commercial uses for which a building permit and/or certificate of occupancy has been issued. Intended primarily for small-scale businesses. Must be placed a minimum of five feet from the front building line.	 
(b) Maximum Effective Sign Area	8 square feet	
(c) Maximum Number of Signs	One, to be located on the main entrance side of the building.	
(d) Design	Shall only contain the name and/or logo of the company. Pricing and/or sale specials are prohibited. May not be internally illuminated or backlit.	
(e) Permit Required	Yes.	

(3) Crown Signs

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(a) Location	Permitted in conjunction with commercial uses for which a building permit and/or certificate of occupancy has been issued. Shall be located on the primary building façade and located on the upper horizontal band of the building that is a minimum of 55 feet in height and four stories. Must be located so as not to cover windows or architectural details	
(b) Maximum Effective Sign Area	Three percent of the area of the building elevation to which it is attached.	
(c) Maximum Number of Signs	One, to be located on the main entrance side of the building.	
(d) Design	Shall only contain the name and/or logo of the company. Pricing and/or sale specials are prohibited. May be internally illuminated or backlit.	
(e) Permit Required	Yes.	

(3) Drive-through Order Signs

(a) Location	Permitted in for retail trade or services uses providing drive-through and drive-up facilities which shall be designed and operated to effectively mitigate problems of congestion, excessive pavement, litter, noise, traffic, and unsightliness.	
(b) Maximum Effective Sign Area	40 square feet, each preview/order board. A carhop and/or walk-up menu board shall not exceed 10 square feet in area.	
(c) Maximum Signs Height	Eight feet, unless constructed as part of a rain/shade barrier. A maximum distance off ground shall be 12 inches.	
(d) Maximum Number of Signs	One preview board and one order board shall be permitted for each drive-through/drive-up lane.	
(e) Design	Each drive-through and drive-up access aisle for restaurants shall provide sufficient space before the menu board to accommodate at	

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	least four waiting vehicles and at least four waiting vehicles between the menu board and the drive-up window. The Sign Board may modify this standard based on specific site characteristics.
(f) Permit Required	Yes.

(4) Monument Signs (Multiple Tenant)

(a) Location	Permitted in conjunction with multiple non-residential uses established on one lot for which a building permit and/or certificate of occupancy has been issued. Minimum 15-foot setback from all property lines.	
(b) Maximum Total Sign Area	Multi-tenant monument sign adjacent to US Hwy 377: 150 square feet Other multi-tenant monument sign: 96 square feet	
(c) Minimum Base Height	12 inches	
(d) Maximum Height	Multi-tenant monument sign: 20 feet for commercial centers greater than 100,000 square feet. Multi-tenant monument sign: 15 feet for commercial centers equal to or less than 100,000 square feet. Multi-tenant monument sign adjacent to US Hwy 377: 25 feet. If one or more of the above maximum height calculations conflicts, the lesser height of the two regulations applies.	
(e) Maximum Number of Signs per Street Frontage	One per 400 feet of street frontage per lot.	
(f) Minimum Spacing between Signs	The distance required between any two multi-tenant monument signs is 200 feet.	
(g) Design	Shall be constructed of the same primary masonry materials as the front building façade of the principal building on the same lot and shall be of similar architectural style. Monument signs shall be consistent with the building elements and materials of development. Blank panels shall be installed on monument signs where tenant panels are absent. (see illustrations, above)	

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(h) Removal	Model home monument sign: Shall be removed prior to final inspection of home when model is transitioned to a single-family dwelling or upon removal of sales trailer from same lot.
(i) Unified Sign Plan Required	See §27-26 for more details on the requirements of the Unified Sign Plan for multi-tenant monument signs and coordination of wall signs within a shopping center.
(j) Permit Required	Yes. A sign reface requires a separate permit.

(5) Monument Signs (Single Tenant)

(a) Location	Single tenant monument sign: Permitted in conjunction with non-residential uses or on a lot containing a multi-family use for which a building permit and/or certificate of occupancy has been issued. Single tenant/multi-tenant monument sign: Minimum 15-foot setback from all property lines.	
(b) Maximum Total Sign Area	Single tenant monument sign adjacent to US Hwy 377: 100 square feet. Other Single tenant monument signs: 64 square feet.	
(c) Minimum Base Height	12 inches.	
(d) Maximum Height	Single tenant monument sign adjacent to US Hwy 377: 10 feet. Other Single Tenant Monument Sign: eight feet.	
(e) Maximum Number of Signs	Single tenant monument sign: One per lot.	
(f) Minimum Spacing between Signs	The distance required between any two single tenant monument signs on adjacent properties is 75 feet.	
(g) Design	Shall be constructed of the same primary masonry materials as the front building façade of the principal building on the same lot and shall be of similar architectural style. Monument signs shall be consistent with the building elements and materials of development.	
(h) Permit Required	Yes.	

(6) Wall Signs

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(a) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued. Shall not be allowed on any façade (other than the main front of the building) that faces property zoned single-family uses if the sign is within 150 feet of the property line of said residential property. Tenant within a strip center: Signage shall be restricted to the façade of the tenant space on the building and is subject to a Unified Sign Plan.	
(b) Maximum Effective Sign Area	The total of all effective sign area on each façade, shall not exceed 60 square feet or 20 percent of the façade, whichever is greater. In no instance shall a wall sign exceed the maximum height limitations noted in (c) below. Tenant within a strip center: Shall be measured by the size of the façade of the tenant space.	
(c) Maximum Height	Height of sign is based on the height of the building: Less than 20 feet: four feet 20 feet to less than 30 feet: six feet 30 feet to less than 40 feet: eight feet 40 feet to less than 50 feet: ten feet 50 feet or greater: 12 feet	
(d) Minimum Clearance	9 feet above sidewalk, walkway, or street. If sign is painted on the wall, there is no minimum clearance.	
(e) Maximum Number of Signs	Unlimited, however, the individual sign heights may not exceed what is allowed in (c) above and the total combined area cannot exceed what is allowed in (b) above. Signage for a multi-tenant building with a single entry: shall be limited to a maximum of two signs per elevation of appropriate scale and size identifying the major tenant or name of building.	
(f) Design	When projections on the wall face prevent the placement of the sign flat against the wall face, the space between the back of the sign and the wall shall be closed at the top, bottom, and ends with incombustible materials. In no case shall an attached sign project above the roof line or parapet wall of any building.	

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(g) Permitting Stipulation	Signage for a multi-tenant building with a single entry: Shall be required to provide a letter from the owner of the building authorizing placement of sign and location at permit submittal.
(h) Permit Required	Yes. A sign reface requires a separate permit.

Sec. 27-34. Permanent Signs Allowed in Residential and Multi-Family Districts and the ETJ (other than the Proposed Downtown Area).

In addition to the signs listed in section 27-31, the following signs are allowed in all other residential and multi-family zoning districts and the city's extraterritorial jurisdiction (ETJ), as indicated.

(1) Residential Subdivision Entrance Sign

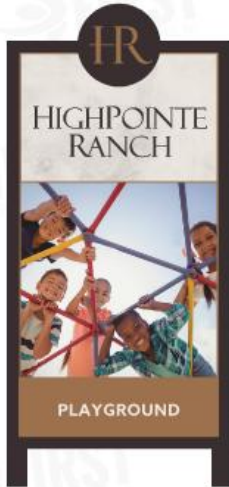
(a) Location	Main entrance sign should be placed in HOA-owned median providing a divided entryway into the community.	
(b) Maximum Total Sign Area	Residential subdivision monument signs: 200 square feet.	
(c) Minimum Base Height	12 inches.	
(d) Maximum Height	Residential Subdivision Monument Sign: 12 feet.	
(e) Maximum Number of Signs	One required at main entrance Additional smaller entrance signs may be permitted at other entrances.	
(f) Design	Shall be constructed of the masonry materials or a combination of similar materials to complement the community's architectural style.	
(g) Lighting	Ground lighting where the light itself and supporting structure are not visible from public right-of-way is allowed. All lighting shall comply with the currently adopted National Electric Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.	
(h) Permit Required	Yes.	
(i) Other Requirements	No such signage will be allowed in the right-of-way. Structures enhancing associated signage may be permitted in the right-of-way upon City Council approval of an encroachment agreement and Fire Department review and approval of clearance provisions.	

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Sec. 27-35. Miscellaneous or Temporary Signs Allowed in All Districts and the ETJ, as indicated.

In addition to the signs listed in section 27-31, the following miscellaneous and/or temporary signs are allowed in all non-residential zoning districts other than the Proposed Downtown Area.

(1) Builder Promotional Signs (Miscellaneous Sign)

(a) Location	Any zoning district outside the Proposed Downtown Area Shall be located on private property that is adjacent to public rights-of-way. May be located within the parkway of public (i.e. state, county, city) rights-of-way (with permission from the entity, as appropriate). Placement of Builder Promotional Signs are subject to TXDOT approval.	
(b) Manner	Signs are permitted at a minimum spacing of 200 feet along a right-of-way and may not be located within 100 feet of a street intersection. The cost of production, installation, maintenance, and relocation or removal of the builder development signs shall be the responsibility of the permittee, or, if located on private property, the permittee and the property owner shall have joint and severable liability.	
(c) Maximum Height	10 feet	
(d) Maximum Width	4 feet	
(e) Maximum Number of Signs	The maximum number of signs is based on length of roadway frontage.	
(f) Permit Required	Yes	
(g) Site Plan Required	Yes	
(h) Duration	Shall be removed prior to the issuance of 90 percent of the home building permits for a subdivision on the property.	

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(2) Changeable Electronic Message/Reader Board Sign (Miscellaneous Sign)

(a) Location	Changeable Electronic Reader Boards shall be allowed on all permitted monument signs except in the Proposed Downtown Area.		
(b) Maximum Area	Electronic Reader Board may utilize no more than 50 percent of the effective sign area.		
(c)Lighting Restrictions	Changeable Electronic Reader Boards shall come equipped with automatic dimming technology which adjusts the sign's brightness based on ambient light.		
(d) Message/Transitions	One sign per premises shall be allowed as a changeable message sign. Frame duration shall not be less than ten seconds and shall occur simultaneously on the entire electronic sign face. Message transition shall not be greater than one second. Frame effects such as flashing shall be prohibited. May not be used to display commercial messages relating to products or services that are not offered on-premises. May include time and temperature.		
(e) Permit Required	Yes.		

(3) Construction Signs (Temporary Sign)

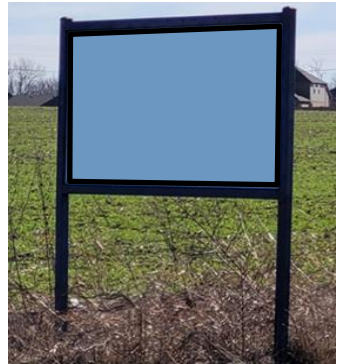
(a) Location	Any zoning district outside the Proposed Downtown Area. Permitted in conjunction with a construction project. Shall be set on premises out of the right-of-way.
(b) Maximum Effective Sign Area	Sites under ten acres: maximum size is 36 square feet. Sites over ten acres: maximum size is 64 square feet.
(c) Maximum Height	12 feet measured from the ground (including posts).
(d) Maximum Number of Signs	One per major street thoroughfare per property. When a property has more than one major thoroughfare, one sign may be placed along each major thoroughfare.
(e) Minimum Spacing between Signs	A property with more than 200 feet of major thoroughfare frontage is entitled to place one additional temporary construction fence sign with a minimum separation of 200 feet between each temporary construction fence sign.

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(f) Removal	Shall be removed prior to the issuance of a certificate of occupancy for the building on the property or the completion of construction. Where the property has multiple buildings with outstanding building permits, the temporary construction fence sign must be removed upon the earlier of: The expiration or termination of all such outstanding building permits, or Prior to the issuance of a certificate of occupancy for the last such building on the property.
(g) Permit Required	Yes

(4) Development Signs

(a) Location	Permitted in any zoning district. Shall be located on-site. Shall be setback a minimum of 15 feet from the front property line	
(b) Maximum Effective Sign Area	64 square feet	
(c) Maximum Height	12 feet	
(d) Design	The supporting structure shall be constructed of metal, wood, plastic, or wood-plastic composite	
(e) Lighting	No illumination allowed	
(f) Maximum Number of Signs	One sign shall be permitted adjacent to each street frontage of the property	
(g) Duration	Non-residential property - shall be removed prior to the issuance of a Certificate of Occupancy on the property.	
(h) Permit Required	Yes	
(i) Permitting Stipulation	Permit renewal is required every two years in order to verify duration criteria, property ownership, and maintenance of sign. Permit fee is only required at initial issuance. Failure to renew permit shall result in non-conforming sign status.	

(5) Flags (Miscellaneous Sign)

(a) Location	Allowed in any zoning district. Shall be located on private real property with the consent of the property owner.
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	No flag shall be placed in or encroach over or onto any public right-of-way or median and shall not be attached to fences or trees. Residential: Shall be placed in ground in the front or rear yard of the lot or attached to the primary structure. Flags may not be attached to a fence.
(b) Maximum Total Area	Residential: 60 square feet. Non-Residential: 100 square feet.
(c) Maximum Height	Residential: 30 feet. Non-Residential: 50 feet.
(d) Maximum Number of Flags per Lot	Residential: Three. Non-Residential: Three.
(e) Support	Flagpoles over 20 feet in height require a professional contractor to install.
(f) Permit Required	No, but shall comply with the above conditions and specifications listed above.

(6) Incidental Signs - (Miscellaneous Sign)

(a) Location	Allowed in any non-residential zoning district. Shall be on-premises. Minimum 20-foot setback from front property line. Shall be attached to the ground. Includes institutional uses.
(b) Maximum Effective Sign Area	8 square feet
(c) Minimum Base Size	12 inches
(d) Maximum Height	4 feet
(e) Maximum Number of Signs	Two per acre per lot
(f) Minimum Spacing between Signs	50 feet
(g) Design	The design, materials, and finish of the base shall match those of the front building façade of the primary structure on the same lot.
(h) Permit Required	No, but shall comply with the above conditions and specifications listed above.
(i) Fees	No

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(7) Inflatable Signs (Temporary Sign)

(a) Location	Any zoning district outside the Proposed Downtown Area. Permitted for grand openings and for holidays and festivals. Shall not be located within required parking spaces, driveways that provide access to parking spaces, or fire lanes, nor shall the sign or its securing devices encroach into the right-of-way.	
	Shall be secured directly to the ground. Shall not be placed on a roof or suspended from a building.	
(b) Maximum Effective Sign Area	48 square feet	
(c) Maximum Height	30 feet	
(d) Maximum Number of Signs	One per premises per event	
(e) Timeframe	Grand openings: Once for each separate certificate of occupancy (CO). Maximum for 15 consecutive days. City approved special event: Maximum for ten consecutive days. Must be removed within two days after the scheduled event.	
(f) Permit Required	Yes	

(8) Non-Profit Signs (Temporary)

(a) Location	Allowed in any zoning district. Shall be located only on private property that is owned by and utilized for a non-profit purpose. Temporary signs referenced in this section prohibit bandit or snipe signs in any location.
(b) Maximum Effective Sign Area	20 square feet
(c) Maximum Height	6 feet
(d) Maximum Number of Signs	As allowed by the city manager
(e) Duration	May be placed up to 72 hours in advance of an event and removed within 24 hours following the event. In no case shall the temporary sign be displayed on a continuous basis.

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(f) Permit Required	No
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(9) Outdoor Vending Machine Signs (Miscellaneous Sign)

(a) Location	Allowed in any zoning district. Shall not obstruct pedestrian or vehicular traffic. Shall be directly attached to a vending machine or gasoline pump. Shall be flat and shall not project from the vending machine or gasoline pump. May be displayed 24 hours each day.
(b) Lighting	All lighting shall comply with the currently adopted National Electric Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
(c) Permit Required	No, but shall comply with the above conditions and specifications listed above.

(10) Political Signs (Temporary Sign)

(a) Location and State Statutes	Allowed in any zoning district. Texas state law provides certain restrictions on political signage at polling places as well as on private real property. The city hereby incorporates applicable provisions of such state law into this section. V.T.C.A., Local Government Code § 216.903, as amended.	
	State law authorizes the placement of signs that contain primarily a political message on private real property with the consent of the property owner, subject to the following: ° Shall not have an area greater than 36 square feet; ° Shall not be more than eight feet in height; ° Shall not be illuminated; or ° Shall not have any moving elements. Signs are not permitted on city property or within any right-of-way, except as required by V.T.C.A., Election Code §§ 61.003 or 85.036, both as amended.	

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	Signs shall only be located on private property with the consent of the property owner no closer than ten feet from the edge of the street pavement.
(b) Duration	Shall be removed within ten days after the election day. In the case of a run-off election, signs advertising those candidates who are in the run-off election may be continued to be displayed during the interim period but must be removed within ten days after the run-off election.
(c) Permit Required	No, but must comply with the above conditions.

(11) Scoreboards

Location	Allowed in any zoning district that allows an athletic field or stadium. Shall be constructed within the limits of and be oriented into the athletic field or stadium.
Design/ Electronics	Changeable Electronic Message/Reader Board Component allowed
Permit Required	Yes

(12) Sidewalk Signs (Miscellaneous Sign)

(a) Location	Allowed in any non-residential zoning district. Shall be located a minimum of three feet back from the curb or any adjacent street, drive, or parking lot. Shall be located within ten feet of the business entrance. Shall not be placed in public right-of-way.	
(b) Maximum Height	4 feet	
(c) Maximum width	3 feet	
(d) Minimum Clearance	If placed on or adjacent to a sidewalk or walkway (that is not in a public right-of-way), an unobstructed pedestrian clearance of at least four feet in width shall be provided adjacent to the sign.	
(e) Maximum Number of Signs	One per business	
(f) Minimum Spacing between Signs	30 feet	

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(g) Illumination	Shall not be illuminated.
(h) Timeframe	May be placed on properties during business hours only
(i) Permit Required	No, but shall comply with the above conditions and specifications listed above

(13) Vehicular Signs

(a) Location	Allowed in any zoning district outside the Proposed Downtown Area or any residential district. During periods of inactivity, such vehicle with prominent signage may not be parked in the parking lot or placed in such a manner that the sign is readily visible from adjacent public rights-of-way and is primarily being used as a sign.	
	Such vehicles may not be parked in the parking bay immediately adjacent to the street frontage. Vehicles with prominent signage are in violation only if the vehicle is parked in a manner that the signage on the vehicle is acting as a sign for an extended period of time and where it is visible from the street. All vehicles parked on a public street and/or a commercial parking lot must be operable, currently registered, and actively used in the daily function of the business to which such signs relate or for transporting employees to and from the premises. "For Sale" signs placed in or on vehicles when the vehicle is parked or placed in a manner that the sign is readily visible from adjacent public rights-of-way are prohibited with the exception that one vehicle containing a "For Sale" sign parked or placed at an approved parking space associated with a single-family, two-family, townhome, or multi-family dwelling unit is allowed.	
(b) Permit Required	No, but shall comply with the above conditions and specifications	

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(14) Residential Signs

(a) Location	Any residential zoning district. Permitted on a lot containing a single-family, two-family dwelling or multi-family dwelling. Also permitted on a residentially zoned lot owned by a HOA or property owners' association.	
	Shall be located only on private property with the consent of the property owner. Shall not be placed closer than ten feet from the edge of the street pavement.	
(b) Maximum Effective Sign Area	4 square feet	
(c) Maximum Height	3 feet	
(d) Maximum Number of Signs	2 per lot	
(e) Permit Required	No, but shall comply with the conditions and specifications listed above	

(15) Yard/Garage Sale Signs

(a) Location	Allowed in any zoning district. Shall be located on private property with the consent of the property owner. Shall not be permitted in the right-of-way, public property, or utility pole	
(b) Sign Type	Maximum size 24 X 30 inches	
(c) Timeframe	The signs shall not be displayed for more than 72 consecutive hours and shall be removed by 8:00 am on the day following the conclusion of the garage sale.	
(d) Confiscation	Signs in violation of this section may be confiscated and destroyed without notice by the city.	
(e) Permit Required	Yes. A permit is required for each garage sale. There is no fee for the permit.	

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	A maximum of two permits for a maximum of three days shall be issued per property per calendar year.
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ZONING ORDINANCE

14A Attachment 1

SIGN REGULATIONS

ARTICLE I General Regulations

Section 1. Definitions, Scope, Offenses, and Penalties

1.01 Definitions. The following words and phrases, when used in this Sign Regulations Code (“Code”), shall have the meaning ascribed to them by this section. All terminology used in this Code and not specifically defined in this section, shall retain its meaning in conformance with applicable publications of the American National Standards Institute or its successor body or if not defined therein the latest volume of Merriam-Webster’s Collegiate Dictionary.

Alter means to change the size, shape or outline, Copy, nature of message, intent or type of Sign.

Apartment District shall include all zoning classifications designated for attached, duplex, and multifamily residences.

Attached Sign means a Sign mounted on a Building facade (or mounted on another structure that does not have the primary purpose of supporting a sign), as opposed to being constructed as part of a freestanding structure.

Banner means a sign composed of lightweight material either enclosed or not enclosed in a rigid frame, secured or mounted so as to allow movement of the Sign face, Surface, or component parts caused by movement of the atmosphere.

Building means a structure that has a roof supported by columns, and walls or air for the shelter, support or enclosure of Persons, animals or chattel.

Bulletin Board means a Sign containing information where a portion of such information may be periodically changed, providing that such change shall be effected by the replacement or interchange of letters, numbers, or other graphic symbols by insertion, attachment or similar means. The use of slate, chalkboard, cardboard or similar material with pencil, chalk, crayon or similar types of marking is prohibited.

Canopy means a roof-like structure that extends horizontally more than one foot from the face of a Building wall and does not have a structural border.

Changeable Electronic Variable Message Signs (hereinafter referenced in this Code as “CEVM Signs”) are Signs, displays, or devices that change messages or copy by programmable electronic or mechanical processes as defined in the Texas Administrative Code and include signs which permit light to be turned on or off intermittently or whereby light is turned on or off intermittently, including any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use, including a light emitting diode (“LED”) or digital sign, and which varies in intensity or color. A CEVM Sign does not include a sign located within the right-of-way that functions as a traffic-control

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device and that is described and identified in the Manual on Uniform Traffic Control Devices approved by the Federal Highway Administrator as the National Standard. A CEVM Sign also does not include a time and temperature display that remains static for not less than three seconds.

City means the City of Aubrey, Texas.

City Council means the City Council of the City of Aubrey, Texas.

Code Enforcement Officer means the officer or Person within the City charged with the administration and enforcement of this Code.

Copy means logos, characters, symbols or any other portion of a Sign that conveys a message or information.

Erect means to build, construct, attach, hang, place[,] suspend or affix, and shall also include the painting of Signs on the exterior Surface of a Building or structure, and also includes the painting or affixing of Signs to the exterior or interior Surface of windows, and includes outdoor Signs and Signs located interior to a Building but readily visible from the exterior.

Existing Outdoor Advertising Sign means an outdoor Sign, display, light, device, figure, painting, drawing, message, plaque, placard, poster, billboard, logo or symbol, or other thing which is designed, intended, or used to advertise or inform if:

- (1) any part of the content of such Sign is visible from any place on the main-traveled way of a Regulated Highway;
- (2) such Sign was legally Erected within the City's corporate limits or the City's extraterritorial jurisdiction;
- (3) as of the effective date of this Code the Texas Department of Transportation ("TxDOT") has issued a valid permit for such sign and such permit has not expired; and
- (4) as of the effective date of this Code such Sign:
 - (a) does not exceed the maximum height limit as permitted under rules adopted by TxDOT under the authority of Transportation Code, Chapter 391, or as permitted on the TxDOT issued permit, whichever height is less;
 - (b) does not exceed the maximum square footage of Surface area per Sign face allowed under TxDOT rules or on the TxDOT issued permit, whichever square footage is less;
 - (c) does not violate TxDOT's minimum spacing requirements between such Signs; and

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- (d) in the case of such sign in the City's corporate boundaries, the Sign does not violate the requirement of being within the confines of a "zoned commercial or industrial area," as such term or similar term(s) are defined by TxDOT or in the case of such sign in the City's extraterritorial jurisdiction, the Sign does not violate the requirement of being within the confines of an "unzoned commercial or industrial area," as such term or similar term(s) are defined by TxDOT.

Facing or Surface means the Surface or Surfaces of the Sign upon, against, or through which the message is displayed or illustrated on the Sign.

Freestanding Sign means a Sign attached to a self-supporting structure that is unattached to any Building or other structure.

Freeway means any major thoroughfare where right-of-way is 250 feet or greater and so designated by the City master Street plan.

Gross Surface Area of Signs means the entire area within a single continuous perimeter enclosing the extreme limits of each Sign. A Sign having information on two Surfaces shall be considered as a single Sign, providing that the Surfaces are located back-to-back. A Sign having information on three or more Surfaces shall be calculated as the sum of all portions and evaluated as a single Sign. If two or more Signs share a single structure, each Sign or panel may be considered separately for square footage purposes, providing that each Sign or panel has no relationship to the others, and that the combined area of such Signs cannot exceed the total square footage allowed when evaluated as a single Sign. For Signs so constructed, where related portions are located on separate structures or Vehicles, the gross surface area shall be calculated as the sum of all portions and evaluated as a single Sign. Supports for Class 5 Signs having a large solid appearance shall be calculated as part of the gross surface area of the Sign. The gross surface area of Class 5 and Class 6 Signs less than six feet in height and used as an element of landscaping will be determined by measurement of a single continuous line enclosing the extreme limits of the Sign, providing that such calculation shall not include planter boxes, screening walls, retaining walls, and similar improvements.

Ground Sign means any Sign, other than a Pole Sign or a Monument Sign, which is independent of any other structure and having the entire bottom of the sign in contact with or within 12 inches of the ground with the top of the Sign not exceeding eight feet from ground level.

Illuminated Sign means any Sign that has characters, letters, figures, designs, or outline illuminated directly or indirectly by electric lights, luminous tubes, or other means.

Internal Monument Sign means a Sign that is supported from the grade to the bottom of the Sign having or appearing to have a solid base and generally used to provide direction to drive-through lanes and to Buildings and tenants within large multi-tenant retail, multifamily, or office developments.

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Monument Sign means a Sign mounted on a base six feet in height or less, with a maximum area of 35 square feet, and having or appearing to have a solid and opaque base and generally used to identify the name of a business or development.

Nameplate Sign means any sign showing only the name and address of the owner or occupant of the premises on which it is Erected.

Noncombustible Material means any material that will not ignite at or below a temperature of 1,200 Fahrenheit and will not continue to burn or glow at that temperature or shall have a flame spread of 25 or less.

Nonconforming Sign means a Sign other than an Existing Outdoor Advertising Sign that was lawfully in existence and was properly permitted by the City, to the extent such permitting was required as of the effective date of this Code.

Off-Premises Sign means a Sign that pertains in any manner to a business, Person, organization, activity, event, place, service, or product not principally located or primarily manufactured on the premises on which the Sign is located.

On-Premises Sign means a Sign identifying or advertising a business, Person, or activity, and installed and maintained on the same premises as the business, Person, or activity.

Person means an individual, company, joint stock company, firm, proprietorship, business, corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, co-partnership, association, and any other legal entity or their legal representatives, agents or assigns. Notwithstanding any other provision of the Code, each and every Code provision-including but not limited to every prohibition, requirement, and penalty-applies to both natural Persons and corporations, partnerships, and all other legal entities or organizations.

Pole Sign means a Freestanding Sign in which the Sign face is mounted on one or more poles and the base of the Sign face is situated more than 12 inches above the ground.

Political Sign means any Sign containing primarily a political message, including but not limited to those indicating the name and/or picture of an individual seeking election or appointment to a public office, or relating to a forthcoming public election or referendum. This definition excludes signs, including a billboard, that contains primarily a political message on a temporary basis and that is generally available for rent or purchase to carry commercial advertising or other messages that are not primarily political.

Primary System means that portion of connected main highways, which were designated by the Texas Transportation Commission as the federal-aid Primary System in existence on June 1, 1991 and any highway which is not on that system but which is on the National Highway System.

Projecting Sign means an Attached Sign that extends: (1) above the lowest roof line (except that a mansard-style roof shall be considered as part of the Building facade and not the roof for the purpose of Attached Sign location); (2) above the top of the exterior wall or facade of a

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Building; (3) out from the edge of the exterior walls of a Building; (4) out from a Building or structure Erected in an unsafe manner or in a manner that impedes the normal flow of pedestrian or vehicular movement; or (5) a Sign that otherwise extends from any part of a Building or structure and is not attached in a manner that prevents the Sign from swinging or otherwise moving as a result of the movement of the atmosphere.

Projecting Structures means covered structures of a permanent nature, which are constructed of approved building material, specifically excluding canvas or fabric material, and where such structures are an integral part of the main Building or permanently attached to a main Building and do not extend over public property. Projecting Structures include marquee, Canopy, and fixed-awning type of structures.

Public View means a view from any public or City right-of-way or access easement.

Regulated Highway means a highway on the interstate highway system or Primary System.

Roof Line means the height that is defined by the intersection of the roof of the Building and the wall of the Building; except, for mansard-type roofs, the Roof Line means the top of the lower slope of the roof. Roofs with parapet walls completely around the Building and not exceeding four feet in height may be considered as the Roof Line for the purposes of this Code.

Searchlight means a device, consisting of a light source and a reflecting Surface behind it that projects a powerful beam of light in a particular direction.

Sign means any form of publicity advertising that directs attention to an individual, business, commodity, service, activity, cause, or product, by means of words, lettering, parts of letters, figures, numerals, phrases, sentences, emblems, devices[,] trade names or trademarks, or other pictorial matter designed to convey such information and displayed by means of print, bills, poster, panels, paintings, murals, or other devices Erected on an open framework, or attached or otherwise applied on or to stakes, posts, poles, trees, Buildings, fences, or other structures or supports, including such structures or devices that have a primary purpose other than supporting, containing or otherwise displaying such information. This definition shall also include any device, fixture, placard, or structure that uses any color, form[,] graphic, mural, painting, illumination, symbol, or writing to advertise, announce the purpose of a Person or entity, or communicate information of any kind to the public.

Static Display means the use of displays or devices for the purpose of drawing or attracting attention to a location, site, business, or activity.

Street means any public roadway that affords the principal means of access to abutting property.

Structural Trim means the molding, battens, cappings, nailing strips, latticing, and platforms attached to the Sign structure.

Temporary Promotional Sign means the type of Signs described in further detail in Article II, Section 4 of this Code.

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Unified Development Monument Sign is a Sign that is supported from the grade to the bottom of the Sign having or appearing to have a solid base and generally used to identify multiple tenants within a unified development.

Vehicle means any automobile, truck, camper, van, trailer, or any device capable of transporting Persons or property and shall be considered a “Vehicle” in both moving and stationary modes, irrespective of condition.

Zoning District means a portion of the territory of the City within which certain uniform regulations and requirements or various combinations thereof apply under the provisions of the City’s Zoning Ordinance, as amended.

1.02 Title and Abbreviations. This Code shall be titled “Sign Regulations Code” and unless otherwise noted shall be abbreviated herein as “Code.”

1.03 Territorial Scope. The provisions of this Code apply everywhere within the City’s corporate boundaries and its extraterritorial jurisdiction, except as specifically stated otherwise in this Code.

1.04 Classification and Zoning Districts. In addition to meeting the requirements of the regulations set forth in this Article I, Signs must be in compliance with the regulations set forth in Article II of this Code to the extent that such regulations apply to any such Sign, subject to the allowances in this Code for Nonconforming Signs.

1.05 Liability for Violations. The owner of the Sign, the owner or Person in control of or who operates the land or structure upon which the sign is placed or located, or the Person in charge of Erecting, altering, replacing, relocating or repairing the Sign or associated structures are jointly and severally liable for violations of any provision of this Code and, therefore, each is subject to the penalty provided for this violation of this Code.

1.06 Offense and Penalties. Any Person, firm, corporation or business entity violating this Code shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding \$2,000, unless otherwise specifically set forth in this Code. Each continuing day’s violation under this Code shall constitute a separate offense. The penal provisions imposed under this Code shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state and federal law.

1.07 Affirmative Defense to Prosecution.

(a) It shall be an affirmative defense to prosecution under this Code to the extent there exists a valid and binding Development Agreement between the City and a property owner that is in effect and that specifically authorizes the condition, placement, or other aspect of a sign where such specific condition, placement, or other aspect of the sign would otherwise be in violation of this Code. The defense may not be asserted after the termination of the Development Agreement or after a breach of the Development Agreement by any Person other than the City. It is the burden of a Person asserting the defense to prove the existence of the Development Agreement containing the specific terms in effect on the date of the alleged violation by the preponderance of the evidence. For the purposes of this Section 1.07 the term “Development

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Agreement” shall only include a written agreement that is in effect and that contains all of the terms of the agreement between the City and a third party(ies) and that is duly authorized and signed by all parties to such agreement.

(b) Reserved.

(Ordinance 429-10, sec. 2.02, adopted 2/23/10; Ordinance 477-12 adopted 8/27/12; Ordinance 551-15, sec. 3, adopted 2/17/15)

Section 2. Generally Prohibited Signs

The following Signs and related objects are prohibited from being installed or publicly displayed at any location within the City’s municipal boundaries or its extraterritorial jurisdiction, except as otherwise specifically prescribed within this Code, and in that event only after authorized issuance of a City-issued Sign permit if required under this Code.

- (a) Off-Premises Signs.
- (b) Flashing Signs, including Signs that flash, revolve, rotate, swing, undulate or otherwise tend to attract attention of a driver on a public right-of-way through the flashing of lights, LEDs, or other parts, or through the impression of flashing. However, this prohibition shall not apply to: (1) signs indicating only the time, temperature or other informational but noncommercial message(s); (2) signs that are fully located within an enclosed building and are not observable from the exterior of such building; and (3) signs defined under this Code as CEVM Signs provided that such signs meet the conditions required for such Signs under this Code.
- (c) Signs interfering with traffic. Signs that imitate an official traffic sign or signal, or which contain the words “stop,” “go slow,” “caution,” “danger,” “warning” or similar words used on official traffic Signs or signals. Signs which are of a size, location, movement, content, coloring or manner of illumination, which may be confused with or construed as a traffic-control device or which hide from view any traffic or street sign or signal, or which obstruct the view in any direction at a street or road intersection.
- (d) Signs on parked Vehicles or trailers. Signs placed on or affixed to Vehicles or trailers that are parked on a public right-of-way, public property or private property so as to be visible from a public right-of-way where the apparent purpose is to advertise a product or direct people to a business or activity located on the same or nearby property, with the exception of signs described in Article I, Section 3(e) of this Code.
- (e) Painting, marking streets, sidewalks, Buildings, utility poles, trees. No Person shall attach any Sign, paper or other material to, or paint, stencil or write any name or number (except house numbers) on, or otherwise mark on any sidewalk, curb, gutter, street utility pole, tree, public Building or structure unless authorized by this Code or by the City Council or its delegated representatives.

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- (f) Signs in, on or over public right-of-way, railroad right-of-way, public easements or designated fire lanes. No Person shall Erect or allow to be Erected any Sign in, on or over public rights-of-way and easements, railroad right-of-way or designated fire lanes unless specifically exempted by this Code or unless Erected under a valid, unexpired permit as specifically set forth elsewhere in this Code.
- (g) Signs on fences, railings, etc. No Person shall paint a Sign or attach a Sign, other than a nameplate, to the outside of a fence or railing.
- (h) Searchlights subject to limited use as follows:
 - (1) Searchlights are prohibited, unless specially permitted through the Code Enforcement Officer for a temporary, special event.
 - (2) Searchlights may be used after issuance of a special permit as part of a grand opening event in conjunction with the issuance of or expected issuance of a new occupancy permit once for a period up to three days per site provided such use does not create an adverse impact on surrounding development or the public health, safety, and general welfare. An application for such special permit shall be submitted to the Code Enforcement Officer and shall indicate the number of Searchlights, time of use, intended purpose, and location. If the use of the property should change, a new Searchlight permit may be sought with the issuance of a new occupancy permit for the property.
 - (3) If the applicant requests a Searchlight permit for reasons other than a grand opening event or requests additional days as part of a grand opening event or special event, a special exception shall be considered by City Council. An application for such exception shall be submitted at least 20 days prior to the scheduled City Council meeting at which the application will be considered, and shall indicate the number, time of use, intended purpose, and location. The fee for such permit application is as determined from time to time by City Council.
- (i) Directional Signs. Signs which direct vehicular and/or pedestrian traffic, which may display arrows, words, or other symbols to indicate directions to places, except those directional signs defined in Section 3(h) and Section 3(q) of this Code and only to the extent exempted therein.
- (j) Banners, except as permitted under Article II, Section 4 of this Code.
- (k) Signs that are in disrepair to the extent that the cost of repair would exceed 50% of the value of a similar Sign if purchased new and Signs in danger of falling or that are otherwise unsafe to the public.
- (l) Projecting Signs.

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- (m) Displays that include strings of light bulbs not permanently mounted on a rigid background, used in connection with commercial premises for commercial purposes, other than traditional holiday decorations.
- (n) Home Child Day Care Center Signs. Notwithstanding any other provision of this Code, Signs that advertise or identify a Home Child Day Care Center (“HCDCC”) and that are located on any part of the lot or tract owned or leased by the owner or operator of the HCDCC or on any adjacent property thereto are strictly prohibited.
- (o) Signs that are located on or that interfere with the use of public sidewalks, required off-street parking areas, or Vehicle maneuvering areas.
- (p) Any unauthorized Sign on or attached to a public streetlight, utility pole, hydrant, bridge, traffic-control device, street Sign or other public structure or Building, or any Sign located in, on, over or within a public street, sidewalk, alley, easement or right-of-way.
- (q) Illuminated Signs, (illuminated from within or without) that are illuminated in such a manner, to such intensity, or without shielding, so as to constitute a hazard to the operation of motor Vehicles upon a street or substantially interfere with the reasonable enjoyment of residential property.
- (r) Signs that display obscene, indecent or immoral matter or contain advertisements for Sexually Oriented Businesses.
- (s) Signs located on private property without the consent of the owner of said premises.
- (t) Signs that use a revolving beam or beacon resembling any emergency Vehicle, or are located or illuminated in such a manner as to obscure or otherwise interfere with the effectiveness of an official traffic sign, signal or device, or so as to prevent any traveler on any street from obtaining a clear view of approaching Vehicles for a distance of at least 250 feet along the street.
- (u) CEVM Signs, unless approved by permit from the City and TxDOT. A CEVM Sign shall not be permitted in the City or its extraterritorial jurisdiction unless it meets the following conditions:
 - a. Characters shall have a minimum height of 10 inches and a maximum of 16 inches.
 - b. The message shall not be animated, flash, travel, blink, fade, or scroll in a manner that is visible from a traveled street, roadway or public right-of-way.
 - c. All images displayed by a CEVM Sign shall remain static for not less than 8 seconds.

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- d. CEVM Signs are permitted to be mounted on a wall, but only one CEVM Sign is permitted per lot.
- (v) Signs placed in the public right-of-way, and Signs, any portion of which extend above a street, roadway or public right-of-way except: (1) as expressly allowed under this Code; and (2) as follows:
 - a. Signs erected by or on behalf of a governmental body to post legal notices, identify public property, convey public information, and direct or regulate pedestrian or vehicular traffic.
 - b. Bus stop Signs erected by a public transit company.
 - c. Informational Signs of a public utility regarding its poles, lines, pipes, or facilities.
 - d. Emergency warning Signs erected by a governmental agency, a public utility company, or a contractor doing authorized or permitted work within the public right-of-way.

Any other signs to be forfeited. Any sign installed or placed on public property or in public right-of-way, except in conformance with the requirements of this Code, shall be forfeited to the public and subject to confiscation. In addition to other remedies hereunder, the City shall have the right to recover from the owner or person placing such a sign the full costs of removal and disposal of such sign.

- (w) All Signs not expressly allowed, exempted or permitted under this Code.

(Ordinance 429-10, sec. 2.02, adopted 2/23/10)

Section 3. Exemptions

The following Signs and related objects are generally allowed to be Erected and publicly displayed at any location within the City's municipal boundaries or its extraterritorial jurisdiction, except as otherwise specifically proscribed within this Code and a City-issued Sign permit is not required in order to Erect and display any of the following Signs unless specifically set forth in this Section 3.

- (a) Traffic Signs, Warning Signals and Legal Notices. This Code shall not apply to railroad crossing Signs, railroad signals, danger or warning signs properly authorized by law, Signs authorized by statute or a state agency in accordance with the Texas Manual of Uniform Traffic Control Devices, and other traffic signals, public warnings, or legal notices provided that such objects are installed in a location and in a manner and condition required by federal or state statute, a state agency, or a municipal ordinance or authorized authority.

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- (b) Nonconforming Signs as defined in this Code, except that each such Sign must be permitted by the City as a Nonconforming Sign under the procedures set forth in this Code for Nonconforming Sign permits.
- (c) Existing Outdoor Advertising Signs as defined in this Code, except that each such Sign must be permitted by the City as a Nonconforming Sign under the procedures set forth in this Code for Nonconforming Sign permits.
- (d) Public signs. Signs required by governmental bodies or agencies having proper jurisdiction for a public purpose by law, statute or ordinance. Public signs also include any Signs the City Council of the City decides by ordinance or resolution to Erect within its corporate boundaries, extraterritorial jurisdiction or any real property that it may own or control.
- (e) Signs on Vehicles or trailers are exempted only to the extent such Signs are incidental to the primary use of the Vehicle or trailer, provided that the Vehicle or trailer are in good mechanical repair and are not left in one place for more than 72 hours without being moved.
- (f) Flags of governmental, nonprofit and/or tax-exempt organizations, provided that the flag does not exceed 35 feet in height.
- (g) Governmental Signs. Signs Erected by a duly constituted governmental body, including traffic or similar regulatory devices, and instructional signs related to health, hazards, parking, swimming, dumping, and similar public health and instructional matters.
- (h) Signs Erected by the City that direct vehicular and/or pedestrian traffic, which may display arrows, words, or other symbols to indicate directions of facilities.
- (i) Address numerals. Address numerals and other similar information required to be maintained by law or governmental order, rule or regulation, provided that the content and size of the Sign may not exceed the requirements of such law, order, rule or regulation.
- (j) Athletic Signs. Signs used as scoreboards in athletic stadiums.
- (k) Instructional Signs. Signs, providing no advertising of any kind, Erected by governmental bodies or agencies and which provide direction or instruction to guide Persons to facilities intended to serve the public, including but not specifically limited to the Signs identifying restrooms, public telephones, public walkways, parking areas, areas or facilities accessible to disabled Persons, and other similar areas and facilities, provided such Signs do not exceed 32 square feet in area.
- (l) Decorations, lights, banners, pennants and similar devices providing information regarding civic events, holidays, festivals or special events on public property with the permission and under the supervision of the City.

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- (m) Holiday lights and decorations customarily displayed during holiday seasons.
- (n) Time and temperature Signs, provided that such Sign is an On-Premises Sign and the primary use of such Sign is to display current time and temperature.
- (o) Signs advertising garage sales provided that residents are limited to three such Signs that do not exceed 10 square feet each and provided that no single residence or business may display such Garage Sale Signs more than 3 consecutive days twice in any given calendar year.
- (p) Handheld signs carried by a person participating in an organized youth association's fundraising carwash, provided that: (1) the carwash is not an established business; (2) the youth association conducting the carwash is affiliated with a nonprofit organization supporting youth development and/or activities such as boy/girl scouts or youth sports/scholastic associations or youth activities organized by schools, churches or charitable organizations; (3) the carwash must be a single-day event taking place only during daylight hours; (4) the carwash must take place on property with the permission of the property owner; and (5) at all times while the carwash is in progress one or more persons at least 21 years of age who are affiliated with the youth association must be in attendance and supervising the carwash and any persons holding signs advertising the carwash.
- (q) New home builders may display weekend directional Signs to their subdivisions only from midnight on Fridays through midnight on Sundays. Any such directional Signs remaining displayed outside of the allowed times are subject to removal and disposal by the city.
- (r) "No trespassing" Signs, burglar alarm Signs, and similar security warning signs may be maintained provided they do not exceed 2 square feet in area.

(Ordinance 429-10, sec. 2.02, adopted 2/23/10; Ordinance 505-13 adopted 6/18/13; Ordinance 551-15, sec. 4, adopted 2/17/15)

Section 4. Sign Permits Required and Annual Renewal

4.01 Sign Permits, Generally

- (a) It shall be unlawful for any Person to Erect, Alter, maintain, or relocate within the City any permissible Sign, other than Class 1, Class 2, or Class 3 Signs, without first obtaining a Sign permit from the Code Enforcement Officer and making payment of all required fees. The permit may cover more than one Sign, but shall apply to only one applicant and one location. A Sign permit-not including special permits for Searchlights, Garage Sale Signs, or other Signs that expressly expire after a specific time period under this Code-issued by the Code Enforcement officer shall expire one year after the date of issuance.

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- (b) Repair. It shall be unlawful for any Person to repair any Sign that requires a permit when the value of such work exceeds \$200 without first obtaining a repair permit from the Code Enforcement Officer.

4.02 Nonconforming Sign Permits. For the purposes of this subsection 4.02, an Existing Outdoor Advertising Sign is deemed to be included within the meaning of Nonconforming Sign. Within six months of the effective date of this Code, a Nonconforming Sign permit must be obtained from the Code Enforcement Officer. It shall be unlawful for any Person to maintain a Nonconforming Sign without obtaining a Nonconforming Sign permit within the six-month period set forth above and thereafter maintaining a valid permit for such Sign. A Nonconforming Sign permit shall expire one year after the date of issuance.

(Ordinance 429-10, sec. 2.02, adopted 2/23/10)

Section 5. Application and Fees, Inspection

(a) An application for a Sign permit to Erect, Alter, replace or relocate a Sign shall be submitted on forms provided by the Code Enforcement Officer and shall contain or have attached thereto the following information:

- (1) Name, address, and telephone number of the applicant;
- (2) Location of Building, structure, or lot to which or upon which the Sign is to be attached or Erected;
- (3) Position and spacing of the Sign in relation to streets, right-of-ways, and nearby Buildings or structures, including other Signs;
- (4) Two blueprint or ink drawings of the plans and specifications are required, including electrical wiring, construction, type of materials, method of attachment to Building or structure, and foundation for Freestanding Signs;
- (5) Copy of stress sheets and calculations showing the structure is designed for dead load and wind pressure in any direction in the amount required by this Code and all other laws and ordinances of the City (the designing engineer for a Class 5 Sign shall seal his design calculations and stress sheets);
- (6) Name and address of the Person Erecting the Sign;
- (7) If applicable, the zoning classification of the property on which the Sign is to be located, and the zoning classification of all property within 250 feet of the Sign location;
- (8) A signed statement of the property owner, if a different Person than the applicant, approving the Sign plans and granting the applicant permission for the Erection of same;

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- (9) Any additional information or requirements set forth for a particular classification of Sign as set forth in Article II of this Code; and,
 - (10) Such other information as the Code Enforcement Officer shall require to show full compliance with this Code and all other laws and ordinances of the City.
- (b) No permit shall be granted until the City receives the permit fee in the amount as adopted from time to time by the City Council by ordinance in its Schedule of Fees.
- (c) Repair. Application for Sign repair permits shall contain or have attached thereto the following information:
- (1) Name, address, and telephone number of the Sign owner;
 - (2) Name, address, and telephone number of the Person providing the repair service;
 - (3) Location of Building, structure, or lot upon which Sign is located;
 - (4) Description of the repair activity to be performed and repair cost estimate; and
 - (5) Such other information as the Code Enforcement Officer shall require to show full compliance with this Code and all other laws and ordinances of the City.
- (d) Internally Illuminated Signs. Prior to issuance of a Sign permit for a Sign in which electrical wiring and connections are to be used, the electrical inspector shall examine the plans and specifications submitted with the application to ensure the compliance with the electrical requirements of the City and with the requirements of the Underwriters' Laboratories. The electrical inspector shall approve the application if it meets these requirements and disapprove it if it does not. Approval of such an application by the electrical inspector is required before the Code Enforcement Officer or Code Enforcement Officer's designee may issue a Sign permit. An electrical permit is also required.

(Ordinance 429-10, sec. 2.02, adopted 2/23/10)

Section 6. Nonconforming Sign Repair, Demolition

A Sign that, having been permitted to remain in place as a Nonconforming Sign or Existing Outdoor Advertising Sign under the provisions of this Code, is blown down or otherwise destroyed or dismantled for any purpose, other than maintenance operations or for changing the letters, symbols, or other matter on the Sign, shall not be repaired, rebuilt or reconstructed. For purposes of this section, a Sign or a substantial part of a Sign is considered to have been destroyed only if the cost of repairing the Sign is more than 50% of the cost of Erecting a new Sign of the same type at the same location. (Ordinance 429-10, sec. 2.02, adopted 2/23/10)

Section 7. Variance Fees and Notification

An application for a variation to the conditions of this Code shall be accompanied by a variance application fee as adopted from time to time by the City Council by ordinance in its Schedule of

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Fees. Such application for a variance may cover more than one Sign, but shall apply to one applicant and one location. The notification for a variance application must appear in the official newspaper of the City at least seven days prior to the date on which the request is heard by the Board of Adjustment. The variation application must contain the following information:

- (a) Name, address, and telephone number of the applicant.
- (b) Location of Building, structure, or lot to which or upon which the Sign is to be attached or Erected.
- (c) Position of the Sign in relation to nearby Buildings or structures, including other Signs.
- (d) The zoning classification of the property on which the Sign is to be located, and the zoning classification of all property within 250 feet of the Sign location.
- (e) The specific variation requested and the reasons and justification for such requests.
- (f) Ten copies of the signage and site plan shall be required.

(Ordinance 429-10, sec. 2.02, adopted 2/23/10)

Section 8. Inspection

The Code Enforcement Officer shall inspect annually, or at such other times as deemed necessary; each Sign regulated by this Code for the purpose of ascertaining whether the same is secure or insecure, whether it is consistent with approved plans as built, whether it still serves a useful purpose, and whether it is in need of removal or repair. (Ordinance 429-10, sec. 2.02, adopted 2/23/10)

Section 9. Issuance and Term

It shall be the duty of the Code Enforcement Officer, upon the filing of an application for a Sign permit, to examine such plans and specifications and other data and the premises upon which it is proposed to Erect or repair the Sign, and if it shall appear that the proposed structure is in compliance with all the requirements of this Code, the building code and all other laws and ordinances of the City, a Sign permit shall be issued. If the work authorized under a Sign permit has not been substantially completed within six months after date of issuance, the permit shall become null and void and there shall be no refund of any application fees or other associated fees. (Ordinance 429-10, sec. 2.02, adopted 2/23/10)

Section 10. Appeals

All matters related to appeals or variances from the requirements of this Code shall be brought before the City's Board of Adjustments in accordance with the City's Zoning Ordinance. (Ordinance 429-10, sec. 2.02, adopted 2/23/10)

Section 11. Fees

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Fees for the issuance of a Sign permit shall be determined from time to time by appropriate resolution of the City Council. If a fee that is adopted by resolution or ordinance conflicts with the fees set forth herein, then the most recently adopted fee shall prevail. The fee for a Sign permit for a Sign that was constructed without a permit shall be twice the cost of the standard permit fee. (Ordinance 429-10, sec. 2.02, adopted 2/23/10)

ARTICLE II Classification and Zoning District

Signs are generally classified as follows:

- (a) Class 1, minor Signs;
- (b) Class 2, window Signs;
- (c) Class 3, traffic-related Signs;
- (d) Class 4, Temporary Promotional Signs;
- (e) Class 5, major Freestanding Signs;
- (f) Class 6, Monument Signs;
- (g) Class 7, major Attached Signs.

(Ordinance 429-10, sec. 2.02, adopted 2/23/10; Ordinance 505-13 adopted 6/18/13)

Section 1. Class 1, Minor Signs

Minor Signs in the use districts, when permitted and unless otherwise restricted or regulated under Article I of this Code, may be either Freestanding or Attached, unless otherwise specified, and do not require approval by the City prior to Erection with the exception of permanent sales and lease Signs.

Specifically, Class 1 Signs shall include:

- (a) Signs not exceeding eight square feet in area and not exceeding four feet in height in single-family, duplex and Apartment Districts, which advertise the sale, rental or lease of the premises upon which such Signs are located only. The number of such Signs shall be limited to one per lot or complex, except where such lot or complex is contiguous to more than one dedicated public Street, one additional Sign shall be allowed for such additional public Street,[:]
- (b) Signs not exceeding 24 square feet in area and not exceeding eight feet in height in all districts, except single-family, duplex and apartment, which advertise the sale, rental or lease of the premises upon which such Signs are located only. The number of such allowable Signs shall be limited to one for tracts, sites or complexes having

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less than 200 feet abutting public or internal circulation Streets. For tracts, sites or complexes having 200 feet abutting public or internal circulation Streets, two such Signs shall be allowed plus one additional Sign for each additional 100 feet of abutment. In no event may the number of such Signs exceed four for a given tract. Such Signs shall be removed upon issuance of any occupancy permit;

- (c) Nameplate Signs not exceeding one square foot in area.
- (d) Political Signs: Subject to all other provisions of this Code, Political Signs shall be allowed as follows:
 - (1) Political Signs located on private real property as defined by Section 216.903 of the Local Government Code, as amended, if placed with the consent of the property owner, shall not be subject to this section except for the following provisions:
 - i) Signs shall not be illuminated;
 - ii) Signs shall not have any moving elements;
 - iii) Signs shall not exceed 36 square feet in area;
 - iv) Signs shall not exceed eight feet in height,[:]
 - v) Signs shall not be located in any public right-of-way;
 - vi) Signs shall meet all state and federal requirements regarding such Signs.
 - (2) All other Political Signs are strictly prohibited, and are subject to be removed and destroyed without notice.
- (e) Temporary construction Signs denoting the architect, engineer, contractor, subcontractor, and/or financier and temporary Signs denoting the future location of a particular business, retail center or institution subject to one such construction Sign and one such future location Sign per Street adjacent to the construction site or future location site and each Sign not to exceed 32 square feet in area, and providing such Signs do not extend above 15 feet in height, measured from ground level, and providing such Signs are located on the premises where construction or location being advertised is or will be occurring. Only one construction Sign and one future location Sign may abut a given Street. Such Signs shall be removed upon issuance of any occupancy permit.
- (f) Occupational Signs denoting only the name and profession of an occupant in a commercial, public, office or institutional Building and not exceeding three square feet in area. Such Signs may not extend above the roofline.

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- (g) Memorial Signs or tablets, names of Buildings and date of Erection when cut into any masonry Surface or when constructed of bronze or other Noncombustible Materials. Such Signs shall not exceed four square feet in area for each wall facing a street.
- (h) Flags, emblems and insignia of the United States, federal agencies, and any state or local governmental body including corporate and logo flags, and decorative displays for holidays or legal public demonstrations which do not contain advertising and are not used as such. Corporate and logo flags shall be limited to one per site when accompanied by a U.S. and/or state flag of equal size or larger. Corporate logo flags shall be limited in size to 40 square feet for sites of less than one acre, 60 square feet for sites of more than one acre but less than five acres, and 96 square feet for sites of five or more acres, and 40 square feet for sites in residential zoned districts regardless of acreage.
- (i) Signs not exceeding three square feet in area may be suspended from the side of a projecting structure. Such Signs must be eight feet above a walkway.
- (j) Signs not exceeding 16 square feet and not exceeding six feet in height for establishments providing engine fuel sales, which advertise prices of fuel on premises, providing such Sign shall be permanently attached to a structure; no establishment shall have more than one Sign per Street front.
- (k) Signs not exceeding one square foot in area affixed to windows or doors, which identify emergency telephone numbers, hours and security information.
- (l) Signs on sites used by public, charitable, or religious institutions in any use district where such Signs are an integral part of the site architecture or landscaping. For residential subdivision identification Signs, the Signs shall be attached to the screening wall or landscaping planter and may not exceed 24 square feet in area and six feet in height. A maximum of two Signs per adjacent public Street shall be allowed. All other sites shall not be allowed more than one Freestanding Sign and one Attached Sign. Attached Signs shall not exceed 24 square feet in area and shall be located entirely below the Roof Line of the Building. Attached Signs for educational institutions shall be permissible in these districts; providing, however, no more than one major Attached Sign and one attached Bulletin Board will be allowed per Building. The letters for the Attached Sign shall be not more than 12 inches in height and the Bulletin Board shall be no more than 25 square feet in size. Freestanding Signs shall not exceed 24 square feet in area and six feet in height, except for religious institutions, which shall not exceed 60 square feet in area.
- (m) Signs in any district not to exceed three square feet to advertise available employment.
- (n) Signs containing Street address numbers, providing that such numbers shall be no larger than 12 inches in height, and providing that Street address numbers shall be limited to not more than two sets per Building.

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- (o) Signs not exceeding 24 square feet in area and not exceeding six feet in height in single-family, duplex, and Apartment Districts which identify a new home as being a builder's or contractor's model open to the public for inspection. Each Building in a subdivision may have one model home Sign. Such Sign shall be removed prior to the home being occupied as a residence.

(Ordinance 429-10, sec. 2.02, adopted 2/23/10; Ordinance 551-15, sec. 5, adopted 2/17/15)

Section 2. Class 2, Window Signs

Window Signs in the use districts, where permitted, do not require a Sign permit and do not require approval by any municipal agency prior to Erection. In no event may Signs be located on the window Surface internally or externally in any manner to obscure more than 25% of the visible window area available in the absence of any Signs. Where multiple windows exist fronting on a single Street or sidewalk, the 25% visibility shall be maintained for the total window area on such Street or sidewalk. Specifically, Class 2 Signs shall include:

- (a) Signs painted on the external or internal Surface of the window of an establishment in commercial or retail districts with water-durable paint on external Surfaces.
- (b) Signs (except posters), Banners or displays located on the internal Surface of the window of an establishment in commercial or retail districts only.
- (c) Posters, providing such posters are not located on the external Surface of the window.
- (d) Decorations intended to direct attention to and stimulate citizens' interest in public events, providing such Signs are painted on the external Surface of the window and a 25% visibility requirement is maintained.
- (e) Signs attached to the external Surface of a window of a retail or commercial establishment if of water-durable paint or noncombustible material and Signs attached to the internal Surface of a window which define the name, proprietor, telephone number, or address of such retail or commercial establishment.

(Ordinance 429-10, sec. 2.02, adopted 2/23/10)

Section 3. Class 3, Traffic-Related Signs

Traffic-related Signs in the use districts, where permitted, require a Sign permit and must be submitted to the Code Enforcement Officer and approved by the Code Enforcement Officer and traffic engineer. Submission to the Code Enforcement Officer shall include, but not be limited to, a site drawing showing the location of the proposed Sign, a dimensional drawing showing size of Signs and content of Signs, a designation of the material or materials to be used, and the proposed method of Erection. Specifically, Class 3 Signs shall include:

- (a) On-Premises directional Signs not exceeding eight square feet, providing such directional Signs do not contain advertising and are not used as such.

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- (b) On-Premises Signs not exceeding eight square feet, and not exceeding four feet in height, denoting locations for ingress and egress or prohibiting ingress and egress which may or may not have directional indication, providing such Signs do not contain advertising and are not used as such.

(Ordinance 429-10, sec. 2.02, adopted 2/23/10; Ordinance 505-13 adopted 6/18/13)

Section 4. Class 4, Temporary Promotional Signs

Temporary Promotional Signs in the use districts, where permitted, require a Sign permit to be issued by the Code Enforcement Officer prior to Erection. Submission to the Code Enforcement Officer shall include, but not be limited to, a drawing or sketch showing the type, size, height, and location of the Temporary Promotional Sign (including flags) along with a description of the means of attachment or support, and the stated purposes of the promotion. Temporary Promotional Signs are limited to permissive Signs in this section. A promotion for a site, center, complex, or subdivision shall be interpreted as a promotion for each and every establishment within such site, center, complex, or subdivision. Specifically, Class 4 Signs shall include:

- (a) Temporary signs, flags, or balloons promoting a merchandise program, or the special program of a public institution shall have a maximum single use period of 30 days. Such Signs shall have a minimum period between permits of seven days and a maximum number of four permits per year. The initial permit for temporary signs, flags, or balloons promoting the opening of a new business, including but not limited to the opening of a retail or commercial establishment or center or the opening of a single-family or multifamily complex or development (said types of establishments being referenced in this Section 4(a) as “Business Establishments” shall be for 180 days; provided, however, that an additional period may be granted up to a total of one year (inclusive of the initial period of 180 days) with the approval of the City Council. All signs must be on site and not within public rights-of-way. No signs attached to or held by humans or animals are allowed. The size of a Banner shall be limited to one square foot per linear foot of the storefront space occupied by the Business Establishment up to a maximum of 100 square feet; and limited to no more than three signs, in which the total area of all signs cannot exceed 100 square feet. The term “storefront space” for the purposes of this Section 4(a) means the front side of a structure occupied by a Business Establishment that faces a street, public way, parking lot, or that is otherwise visible from a public area.
- (b) Freestanding Signs for the purpose of identifying location of or direction to subdivisions, home builders’ and Developers’ sites. On-Premises Signs may not exceed 96 square feet in area and may not exceed 15 feet in height. One On-Premises Sign shall be allowed for parcels of 30 acres or less. One additional On-Premises Sign shall be allowed for each additional 30 acres or any part thereof of development. Permits shall be granted for a maximum period of six-month intervals. Nonresidential Signs shall be removed upon issuance of an occupancy permit for the nonresidential structure. Off-Premises directional Signs shall not

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exceed 32 square feet in area and may not exceed 15 feet in height and are subject to the time requirements set forth in Article I, Section 3(q) of this Code.

- (c) Temporary Promotional Signs whether Off-Premises or On-Premises, flags, or pennants Erected by the local chamber of commerce, the Aubrey Area Library, and other local nonprofit organizations or local governmental entities and containing messages directly related to a special event sponsored by the organization. For the purpose of this subsection, the term “local” means an organization with an organizational presence within the City’s corporate limits or its extraterritorial jurisdiction. A “Nonprofit Organization” means an organization that is, or based on the nature of its operations is fully eligible to be, a “Nonprofit Corporation” as that term is defined under Tex. Rev. Civ. Stat. Ann. Art. 1396-1.02(3), as amended, and which has one or more of the following or similar purposes: charitable, benevolent, religious, eleemosynary, philanthropic, patriotic, civic, missionary, educational, scientific, social, fraternal, athletic, aesthetic, agricultural, horticultural, or being dedicated to the conduct of professional, commercial, industrial, or trade associations. A permit issued for Signs described under this subsection shall allow a maximum of four Temporary Promotional Signs which shall not exceed 32 square feet, and a maximum of 20 Temporary Promotional Signs which shall not exceed three square feet. Only one permit shall be issued per event on a first come, first served basis. For Off-Premises Signs, written permission from the property owner is required. Signs shall not be located within any public right-of-way. Signs may be displayed no more than 30 days prior to the event and must be removed within two days after the conclusion of the event. The sign locations must be approved by the Code Enforcement Officer for safety purposes. Such signs may not be lighted. Permits under this subsection shall be limited to six events per organization per calendar year.

(Ordinance 429-10, sec. 2.02, adopted 2/23/10; Ordinance 505-13 adopted 6/18/13; Ordinance 551-15, sec. 2, adopted 2/17/15)

Section 5. Class 5, Major Freestanding Signs

5.01 Generally

- (a) A Class 5 Major Free-Standing Sign is a Free Standing Sign such as a Pole Sign or Ground Sign that is not classified as a Class 1, Class 2, Class 3, or Class 4 Sign. Pole Signs that are classified as Class 5 Major Free-Standing Signs (“Class 5 Pole Signs”) are prohibited, except as permitted by the City Council under subsection (b), below.
- (b) Notwithstanding Subsection (a), the following optional procedures may be used to obtain a special Class 5 Pole Sign permit:
 - (1) Option 1: Along U.S. Highway 377 frontage, the Planning and Zoning Commission, in conjunction with the review of a Site Plan application, may recommend to the City Council allow a Class 5 Pole Sign to be erected, with the following requirements:

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- i) the proposed Pole Sign would not interfere with the use of existing Pole Signs;
 - ii) the proposed Pole Sign would be the only Pole Sign erected on the site;
 - iii) the proposed Pole Sign is greater than 100-feet from existing Pole Signs;
 - iv) the proposed Pole Sign would not constitute a danger to public health or safety; and,
 - v) the proposed Pole would otherwise be allowed in the applicable zoning classification/district under Article III of this Code.
- (2) Option 2: Along the frontage of any thoroughfare with a right-of-way width of 100-feet or greater, the Planning and Zoning Commission, in conjunction with the review of a Site Plan application, may recommend to the City Council allow a Class 5 Pole Sign to be erected, with the following requirements:
- i) the proposed Pole Sign would not interfere with the use of existing Pole Signs;
 - ii) the average finished floor elevation of the main building on the site upon which the Pole Sign is proposed is greater than four feet lower than the main travel lanes of the thoroughfare;
 - iii) the proposed Pole Sign would be the only Pole Sign erected on the site;
 - iv) the proposed Pole Sign is greater than 100-feet from existing Pole Signs;
 - v) the proposed Pole Sign would not constitute a danger to public health or safety; and,
 - vi) the proposed Pole would otherwise be allowed in the applicable zoning classification/district under Article III of this Code.
- (3) It shall be the applicant's burden of proof to demonstrate to the Planning and Zoning Commission, and City Council each of the conditions set forth in subsections (b)(1), and (b)(2) above apply.
- (4) The Planning and Zoning Commission's recommendation shall be in writing, shall specify in detail the Planning and Zoning Commission's findings as to each criteria set forth above, and shall be promptly submitted to the City Secretary, who shall place the recommendation before the City Council at the City Council's next regularly scheduled meeting or during a special meeting

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if necessary to comply with the 30-day deadline set forth in subsection (b)(5), below.

- (5) The Planning and Zoning Commission's recommendations under this subsection are advisory in nature, and the Council may approve or reject a recommendation or may approve a recommendation subject to special conditions. To the extent that the City Council rejects a recommendation or places its own special conditions on approval, the Council must set forth in a written resolution its own findings with respect to the criteria set forth above, including any special conditions it may require. If the City Council fails to adopt such a resolution within 30 days of the Planning and Zoning Commission's submission of the written recommendation to the City Secretary, such recommendation shall be deemed approved and a permit shall be issued by the City in accordance with the recommendation.
- (c) Major Free-standing Signs, when permitted, shall be designed and constructed to withstand a wind pressure of not less than 30 pounds per square foot of area, and shall be constructed to receive dead load as required in the building code or other ordinances of the City. All major Free-standing Signs shall be placed in concrete bases or footings of a minimum height of four feet (4') or to the bottom of the sign, whichever is lower; with decorative finishes to match the primary building facade materials. Major Free-standing Signs may be constructed only of materials that are noncombustible or slow-burning in the case of plastic inserts and faces and may be supported by Noncombustible Material only and finished in a presentable manner; wood or non-painted steel supports are specifically prohibited. Heavy timber and other materials may be used if approved by the Building Inspector. Major Free-standing Signs shall be protected by wheel or bumper guards when required by the Building Inspector. Major Free-standing Signs shall not have attached any guys or braces. Major Free-standing Signs must be located a minimum of 30 feet from an adjoining private property line and a minimum of 60 feet from any other Sign and may not be located within 100 feet of any single-family residential zoned property. No major Free-standing Sign may contain any Copy, advertisement or display any content that pertains in any manner to a business, Person, organization, activity, event, place, service, or product not principally located or primarily manufactured on the premises on which the Sign is located.
- (d) Height, area and permissible number regulations for such Signs are specified in Tables 3-6 of this Code.
- (e) No permit for a major Free-standing Sign shall be issued unless the application therefor contains a letter of approval and request from the owner of the real property where such Sign is to be constructed. No major Free-standing Sign shall be constructed so that the minimum clearance thereof is less than nine feet if any portion thereof overhangs a driveway, parking space, sidewalk, or other public or private right-of-way for the passage of Vehicles or pedestrians. All major Free-standing Signs designed to be constructed at an overall height of eight feet or less from ground level shall be landscaped around the base of the Sign in an area equal

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to four square feet for each square foot of Sign and base area. Specifically, major Free-standing Signs shall include:

- (1) Signs Erected in apartment, office, technical office and industrial districts to identify an establishment, center, complex, occupation, district or institution.
- (2) Signs Erected in retail and commercial districts to identify a center or complex or to identify a single establishment and/or advertise the occupants, services or products of a single establishment. Such Signs shall be termed as “single-usage major Free-standing Signs.”
- (3) Signs Erected in retail and commercial districts to identify a center or complex or to identify multiple establishments and/or advertise multiple occupants, services or products of a center or complex. Such Signs shall be termed as “multiple-usage major Free-standing Signs.”
- (4) Signs Erected in retail and commercial districts as menu boards are limited to one such Sign per eating establishment with drive-through service.
- (5) Signs Erected in industrial districts to identify a center, complex or establishment.

5.02 Pole Sign Regulations. Where permitted under this Section and other applicable provisions of this Code, Pole Signs shall conform to the following restrictions and limitations:

Table 1. Pole Signs

	0 Foot to 70 Feet ROW of the Street			71 Feet to 99 Feet ROW of the Street			100 Feet to 250 Feet ROW of the Street		Freeway
Minimum width of lot frontage (linear feet)	50	100	150	50	80	100	100	200	125
Copy Area** Maximum Square footage per side	20	30	40	50	60	70	80	100	150/200/500 See Section 9(a) [5.04(a)]
Setback from adjacent property line (linear feet)*	5	5	10	10	10	15	15	15	15
Maximum height	3.5	8	10	20	20	20	24	24	35

*Setback from Street ROW is 3.5 feet.

**Copy area is defined as area between structural members of Sign structure.

5.03 Ground Sign Regulations. The maximum area of any Ground Sign, as defined herein, is the area allowed by Table 1, above. The required setback from a Street right-of-way line is 3-1/2 feet. Required setbacks from other property lines are as specified by Table 1.

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When the area of a Ground Sign exceeds 120 square feet but does not exceed 10 feet in height, it may be considered a Ground Sign provided that not less than 120 square feet of its area is below a height of six feet.

5.04 Multi-Use Signs.

- (a) A multi-use Sign that identifies a coordinated development site of more than one use, such as a shopping center, office center, or industrial park, may have a Sign area not larger than 200 square feet if the coordinated development site has five tenants or less and 500 square feet if the coordinated development site has more than five tenants. The lowest part of the Sign Copy area shall be at least 10 feet higher than the surrounding grade. A multi-use Sign may contain a directory or listing of the occupants within a center or multi-use development, provided that the directory portion of the Sign shall not exceed 80% of the total Sign area. If a directory is utilized, the remainder of the Sign area shall contain only the identification of the entire center or entire development.
- (b) When determining requirements for allowable detached Ground or Pole Signs under Table 1, first determine the right-of-way width adjacent to the subject lot, and then determine the lot frontage. Next, determine the maximum square footage per side, setback from adjacent rights-of-way and the maximum height by reading vertically below the applicable lot frontage. To calculate the height of a Sign, measurement shall be made from the top of the curb adjacent of the Street upon which a Sign faces or from the natural ground level, if above curb level, to the top of the Sign. (Construction of a berm or earthen mound for the purpose of increasing height of signage is prohibited.) For the purpose of calculating the distance from a Street right-of-way line where the existing Street right-of-way width is less than that required in the thoroughfare plan and Subdivision Ordinance, such distance shall be measured from the line of such right-of-way as required by such plan or ordinance (adding equal amounts to each side of the existing right-of-way) rather than from the existing right-of-way line. Freeways are as proposed by the thoroughfare plan of the City.
- (c) No detached Sign shall be Erected within 20 feet of a Street intersection, unless the bottom of the Sign exceeds 42 inches in height above ground level, and the Sign is set back from the right-of-way as stated in Table 1.
- (d) If two of the allowable detached Signs are combined into one detached Sign, then the signage may exceed by 50% the total allowable signage of the largest permitted Sign up to a maximum of 200 square feet per side.
- (e) When electrical service is provided to detached Signs, all such electrical service shall be underground.
- (f) There shall be a minimum 500 foot distance between a Pole and/or pylon Signs for the same shopping center on the same lot.

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- (g) There shall be a minimum of 150 feet in distance between a Pole/pylon Signs that identify adjacent freestanding businesses on separate lots or separate shopping centers on separate lots.
- (h) Automobile dealership Signs.
 - (1) Number per lot.
 - (i) Primary detached Signs. There shall not be more than one primary Sign for each franchise up to a maximum of three primary Signs per dealership.
 - (ii) Secondary detached Signs. Secondary Signs shall be permitted only if used for pre-owned automobiles and limited to one per dealership.
 - (2) Area, location and height requirements.
 - i) Primary detached Signs. All primary detached Signs shall conform to provisions within this Code.
 - ii) Secondary detached Signs. Secondary Signs shall be limited to one-half of the area of the primary detached Sign and a maximum of 24 feet in height.
- (i) Relocation of Signs due to right-of-way acquisition.
 - (1) The Code Enforcement Officer may allow the Sign to be relocated on the property, even within the required setback, but in no case shall the Sign be located in an area that poses a safety hazard or blocks visibility.
 - (2) Should the Code Enforcement Officer deny the proposed relocation, the applicant may appeal this decision to the City Council.
 - (3) Development identification Signs. Project information or identification detached Ground Signs are permitted at the entrances of major offices or industrial park developments located on more than one lot and bisected by one or more publicly dedicated Streets. They shall be allowed under the following size restrictions:

Table 2. Development Identification Signs

Size	Maximum Size (square feet)	Maximum Height (feet)
Under 10 acres	36	6
10 acres and above	64	8

- (j) Real estate Signs.

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- (1) Generally. One real estate Sign, not exceeding 32 square feet in Sign area and 12 feet in height, shall be permitted on tracts of 50 acres or less, and not exceeding 96 square feet in area and 16 feet in height for tracts of land over 50 acres. On tracts of 50 acres or greater with 1,000 feet of frontage adjacent to the public right-of-way, a Sign not to exceed 200 square feet per side and 16 feet in height shall be permitted. The Sign shall be removed no later than 30 days after the closing of the real estate conveyance. For setback requirements, refer to Table 1. Such Signs shall not require a permit if they measure 32 square feet or less.
- (2) Construction sites. On Building construction sites, one Sign shall be permitted for all participating Building contractors and subcontractors, one for all participating professional firms, one for all participating lending institutions and one for each property owner on the construction site, subject to a maximum of three Signs for each construction site, each such Sign to be 32 square feet in Sign area or less, and that such Signs must be removed prior to the issuance of a certificate of occupancy for said Building.

(Ordinance 429-10, sec. 2.02, adopted 2/23/10; Ordinance 505-13 adopted 6/18/13)

Section 6. Class 6, Monument Signs

6.01 Generally

- (a) General Regulations. Monument Signs in the use districts, where permitted, require a Sign permit to be issued by the Code Enforcement Officer prior to Erection. Monument Signs shall be designed and constructed to withstand a wind pressure of not less than 30 pounds per square foot of area, and shall be constructed to receive dead load as required in the building code or other ordinances of the City.
 - (1) All Monument Signs shall be placed in concrete bases or footings.
 - (2) Monument Signs may be constructed only of materials that are noncombustible or slow-burning in the case of plastic inserts and faces and may be supported by Noncombustible Material only, and finished in a presentable manner; wood or non-painted steel supports are specifically prohibited. Heavy timber and other materials may be used if approved by the Code Enforcement Officer.
 - (3) Monument Signs that provide identification or advertisement of a specific business, service, product, Person, organization, place or Building shall be termed "single-use Monument Signs." Monument Signs that provide identification or advertisement of multiple businesses, services, products, Persons, organizations, places, or Buildings shall be termed "multiple-use Monument Signs." Monument Signs must be located a minimum of 30 feet from adjoining private property lines and a minimum of 200 feet from any single-use Monument Sign and 250 feet from any multiple-use Monument

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Sign, except sites abutting two public Streets, in which event one Sign per Street frontage is permitted, providing that no Sign is located within 100 feet of any residential zoned property. All Monument Signs throughout a center or complex on the site shall be constructed of the same material and design. The mixing of Monument and other types of Freestanding Signs within a center or complex is prohibited.

- (4) Monument Signs shall be landscaped around the base of the Sign in an area equal to four feet for each square foot of Sign and base area. No Monument Sign shall obstruct the vision of traffic on public Streets or be constructed so as to interfere with sight lines at elevations between 2.5 feet and eight feet above the top of the adjacent roadway curb within a triangular area formed by the intersection of adjacent curb lines from a point on each curb line 20 feet from the intersection. Monument Signs shall be limited to a height of six feet or less, and a Copy area of 80 square feet for single-use Signs and 120 square feet for multiple-use Signs.
- (5) The design, materials, and finish of an individual Monument Sign shall match those of the Buildings on the same lot. An individual Monument Sign shall contain at minimum one foot masonry base around all sides of the Sign. Backlit Signs shall be inset into the pedestal of the Sign rather than attached or applied to the pedestal.
- (6) Signs constructed in conjunction with unified development and internal Monument Signs shall be consistent with the building elements and materials of unified development Signs within the unified development and internal Monument Signs on the same lot and within the unified development.
- (7) Monument Signs are permitted to contain electronic variable messages subject to the following conditions:
 - i) variable message Monument Signs shall only be permitted along a major thoroughfare or greater as designated on the Thoroughfare Plan, as it exists or may be amended.
 - ii) variable message Monument Sign characters shall have a minimum height of 10 inches and a maximum height of sixteen inches.
 - iii) variable message Monument Signs shall not be animated, flash, travel, blink, fade, or scroll.
 - iv) variable message Monument Signs shall remain static for not less than fifteen seconds.
 - v) variable message Monument Signs are permitted to contain time and temperature displays. The time and temperature displays shall remain static for not less than three seconds.

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- vi) variable message wall Signs are also permitted but only one variable message Sign, either Monument or wall, is permitted per lot.

6.02 Internal Monument Signs

(a) Conditions of use

- (1) Time - A Sign permit shall not be issued to Erect or place an internal Monument Sign on a property until a site plan and/or Final Plat has been approved by the City Council for development of the property and after issuance of a building permit on a Building on the property.
- (2) Place - An Internal Monument Sign is permitted only in conjunction with a nonresidential use and in a nonresidential Zoning District. Minimum front yard setback is 75 feet from the property line.
- (3) Manner - The design, materials, and finish of Internal Monument Signs shall match those of the Buildings on the same lot. Signs constructed in conjunction with unified development and individual Monument Signs shall be consistent with the Building elements and materials of the unified development Signs within the unified development and individual Monument Signs on the same lot and within the unified development. If a property averages more than two Internal Monument Signs per acre, a Sign coordination plat as defined in Section 6 [6.04] shall be approved for the placement of the Signs.

(b) The maximum area of an Internal Monument Sign is six square feet.

(c) The maximum height of an Internal Monument Sign is 30 inches.

6.03 Unified Development Monument Signs

(a) Conditions of use

- (1) Time - A Sign permit shall not be issued to Erect or place a Unified Development Monument Sign on a property until a site plan has been approved by the City Council for development of the property and after issuance of a building permit for a Building within the unified development zone.
- (2) Place -
 - i) A Unified Development Monument Sign shall be located within a unified development zone, which shall consist of multiple lots with the same subdivision name or multiple lots that were depicted on the same concept plan, preliminary site plan, or site plan, and be united through common Building architecture, color, and materials, landscaping, and parking.

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- ii) A Unified Development Monument Sign is permitted on the same lot as an individual Monument Sign, but the total number of Unified Development Monument Signs and individual Monument Signs located within a unified development zone shall generally not exceed the number of lots located within the unified development zone.
 - iii) The minimum front yard setback for a Unified Development Monument Sign is 15 feet from the property line. No minimum side and rear yard setbacks are required for a Unified Development Monument Sign, but such Sign shall not be located closer than 75 feet to another Unified Development Monument Sign or an individual Monument Sign.
- (3) Manner -
- i) A Unified Development Monument Sign shall be constructed of materials and a design consistent with the Buildings located on the property. A Unified Development Monument Sign shall contain a minimum one foot masonry border around the Sign. A Unified Development Monument Sign constructed entire [entirely] of masonry materials shall satisfy the border requirement.
 - ii) The maximum area of a Unified Development Monument Sign shall be based on the size of the unified development zone. The maximum area of a Unified Development Monument Sign for a unified development zone of five acres or less is 60 square feet. For every whole acre over five acres, the area of the Sign may be increase[d] by 12 square feet with the maximum area of a Unified Development Monument Sign being 168 square feet.
 - iii) The maximum height of a Unified Development Monument Sign is 16 feet.
 - iv) Architectural embellishments for Unified Development Monument Signs are encouraged. Exceptions in maximum height and area may be considered through the review of the Sign coordination plan described in Section 6.04 of this Code.
 - v) One Unified Development Monument Sign is permitted per Street frontage of the unified development zone. One additional Unified Development Monument Sign is permitted along a Street for each additional 750 linear feet, or portion thereof, of Street frontage that exceeds 750 linear feet of Street frontage.
 - vi) Prior to City consideration of a unified development zone, all property owners located within a proposed unified development zone must submit notarized letters to the City authorizing the creation of the

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unified development zone. A lot shall only be included in a single unified development zone.

6.04 Sign Coordination for Unified Development Plan.

- (a) A Sign coordination plan is required to be prepared for variance requests. A Sign coordination plan is also required prior to the permitting of specified Signs to determine overall Sign locations on a property, the relationship of the Signs to surrounding existing, proposed, and future improvements, and to determine consistency and uniformity among Buildings and Signs with a unified development zone or residential development. The Sign coordination plan shall be submitted to the Planning and Zoning Commission for review and approval.
- (b) A Sign coordination plan shall contain the following information:
 - (1) Elevations of the Signs illustrating the materials of construction, colors, lighting, font of letters, and dimensions of the Signs. If the Sign is to be attached to a Building, the elevation shall be a composite of the Sign and the Building.
 - (2) Elevations depicting the size of the Signs in relation to the size of the Buildings within the development.
 - (3) A plan drawn to concept plan, preliminary site plan, or site plan specifications of the site illustrating the location of existing and proposed Signs on the property and, if required by City staff, on adjacent properties.
 - (4) Other information to illustrate the consistency and uniformity of the Signs.
 - (5) For Unified Development Signs, the Sign coordination plan shall identify a unified development zone. Only those properties and businesses included within the unified development zone shall be included on the Unified Development Signs Erected within the unified development zone.
- (c) For nonresidential and multifamily developments, the Sign coordination plan shall be submitted to the City for review with a concept plan, preliminary site plan, or site plan of the property. For single-family and two-family developments, the Sign coordination plan shall be submitted to the City for review with a concept plan, preliminary plat, or final plat of the property.
- (d) A Sign coordination plan required of specified Signs shall be submitted to the Planning and Zoning Commission for review and approval. Should the Planning and Zoning Commission deny a Sign coordination plan, the plan will be forwarded to the City Council for review and consideration. The City Council may approve or deny the plan. The City Council's decision is final.

(Ordinance 429-10, sec. 2.02, adopted 2/23/10)

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Section 7. Class 7, Major Attached Signs

Major Attached Signs in the use districts, where permissible, require a Sign permit to be issued by the Code Enforcement Officer prior to Erection. Major Attached Signs shall be constructed only of materials that are noncombustible or slow-burning in the case of plastic inserts and faces. Combustible materials may be used, providing the Sign is attached to a wall with a minimum of two-hour fire resistive rating. Major Attached Signs placed on heavy wood construction may be of combustible materials, but in no case shall they be internally illuminated. The permissible size of major Attached Signs shall be as defined in each use district. Major Attached Signs shall specifically include:

- (a) Any Sign not defined as a minor Sign or window Sign and affixed directly or indirectly to the exterior of any Surface of any Building, to a projecting structure of a Building or to any outdoor structure, providing that such Sign shall not extend above the Roof Line of a mansard-type roof, and providing that such Sign shall not extend more than four feet above the Roof Line for non-mansard roof structures in retail and commercial districts only. Such Sign shall be so designed, constructed and attached so as to withstand a wind pressure of not less than 30 pounds per foot.
- (b) Any Sign not defined as a minor Sign and located more than four feet above the Roof Line of a Building, providing such Sign is directly affixed to and not extending above or beyond an integral part of the structure of the Building, other than the roof, and without the use of supporting poles, towers, guys, or braces of any type, and providing such Signs shall be so designed, constructed, and attached so as to withstand a wind pressure of not less than 30 pounds per square foot.
- (c) Any Sign painted or attached directly on the roof Surface of a Building intended to be visible from the air where such roof Surface, when projected to ground level, forms an angle with the ground plane of less than 25 degrees, providing such Signs shall contain only the identification of an establishment, directional information of value to air transportation, and services available and of interest to air transportation users.

(Ordinance 429-10, sec. 2.02, adopted 2/23/10)

ARTICLE III Regulation by Use District

Section 1. Generally

The classification of Signs allowed in each use district shall be only those as defined in this section and subject to the conditions specified in this Article. (Ordinance 429-10, sec. 2.02, adopted 2/23/10)

Section 2. Single-Family Residential District

The single-family residential use district as referenced herein shall include all zoning classifications/districts designated as detached single-family residences usage.

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- (a) Class 1. Minor Signs shall be permissible in these districts except where restricted to retail and commercial districts as specified in Article II.
- (b) Class 3. Traffic-related Signs shall be permissible in these districts.
- (c) Class 4. Temporary Promotional Signs shall be permissible in these districts except where restricted to retail or commercial districts as specified in Article II.

(Ordinance 429-10, sec. 2.02, adopted 2/23/10)

Section 3. Apartment Districts

Signs shall be permitted in the Multiple-Family Residential District only as follows:

- (a) Class 1. Minor Signs shall be permissible in these districts except where restricted to retail and commercial districts as specified in Article II.
- (b) Class 3. Traffic-related Signs shall be permissible in these districts.
- (c) Class 4. Temporary Promotional Signs shall be permissible in these districts except where restricted to retail or commercial districts as specified in Article II.
- (d) Class 5. To the extent permitted under Article II, Section 5.01 of this Code, Major Freestanding Signs shall be permissible in these districts. However, no Freestanding Sign shall exceed an area of 25 square feet, and providing that no more than one Freestanding (or major attached) Sign per adjacent public Street for an apartment complex shall be permitted, and providing that the height shall not exceed eight feet.
- (e) Class 7. Major Attached Signs shall be permissible in these districts, providing no more than one major Attached Sign (or major Freestanding Sign) per adjacent public Street for an apartment complex shall be permitted: and providing that the area of the Attached Sign does not exceed 40 square feet.

(Ordinance 429-10, sec. 2.02, adopted 2/23/10)

Section 4. Industrial Districts

Signs shall be permitted in the Industrial District as follows:

- (a) Class 1. Minor Signs shall be permissible in these districts, except where restricted to retail and commercial districts as specified in Article II.
- (b) Class 2. Window Signs shall be permissible in these districts.
- (c) Class 3. Traffic-related Signs shall be permissible in these districts.

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- (d) Class 4. Temporary Promotional Signs shall be permissible in these districts, but be limited to Freestanding Signs for the purpose of identifying location of or direction to an industrial subdivision.
- (e) Class 5. To the extent permitted under Article II, Section 5.01 of this Code, Major Freestanding Signs shall be permissible in these districts. One major Freestanding Sign 25 square feet in area and six feet in height may be Erected on sites or less than 10 acres. One major Freestanding Sign 60 square feet in area and 20 feet in height shall be permitted for industrial sites of 10 acres or more, and providing that one additional Freestanding Sign shall be permitted for each additional 10 acres. In any event, no more than one major Freestanding Sign shall be permitted per industrial Building per each adjacent public Street.
- (f) Class 7. Major Attached Signs shall be permissible in these districts, except where restricted to retail and commercial districts as specified in Article II. Such Signs shall be entirely below the Roof Line of the Building. Buildings with single Street frontage shall be allowed two Attached Signs. Buildings with frontage on more than one Street shall be allowed one major Attached Sign per elevation per Street frontage. For single-story Buildings intended for multiple occupancy and where the integral architectural design provides for separate features for attaching Signs each tenant shall be allowed a maximum of 15 square feet of Sign area. The area of other major Attached Signs allowed herein shall not exceed 5% of the wall area on which it is Erected or lease space frontage.

(Ordinance 429-10, sec. 2.02, adopted 2/23/10)

Section 5. Office, Retail, and Commercial Districts

The office, retail, and commercial use districts as referenced herein shall include all zoning classifications/districts designated for office, local retail, or commercial usage.

- (a) Class 1. Minor Signs shall be permissible in these districts.
- (b) Class 2. Window Signs shall be permissible in these districts.
- (c) Class 3. Traffic-related Signs shall be permissible in these districts.
- (d) Class 4. Temporary Promotional Signs shall be permissible in these districts.
- (e) Class 5. To the extent permitted under Article II, Section 5 of this Code, Major Freestanding Signs shall be permitted in these districts. Single-usage major Freestanding Signs, as described in Article II, shall not exceed a height of 20 feet and shall not exceed an area of 60 square feet. Multiple-usage major Freestanding Signs, as described in Article II, shall not exceed a height of 20 feet and shall not exceed an area of 80 square feet. The number of Signs shall be limited by the following:

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- (1) For sites of less than 10 acres, one single-usage major Freestanding Sign shall be permitted.
 - (2) Eating establishments with drive-through service are permitted one menu board Sign per site, limited to 30 square feet, eight feet high, and located no closer than 30 feet to adjacent property lines.
 - (3) For sites of 10 acres, but less than 15 acres, two single-usage major Freestanding Signs shall be permitted or one single-usage major Freestanding Sign and one multiple-usage major Freestanding Sign shall be permitted.
 - (4) For sites of 15 acres or greater, three single-usage major Freestanding Signs shall be permitted, or one multiple-usage major Freestanding Sign and two single-usage major Freestanding Signs shall be permitted or two multiple-usage major Freestanding Signs shall be permitted, providing that only one multiple-usage major Freestanding Sign may be located per public Street frontage.
 - (5) For sites exceeding 15 acres on which Signs are desired in excess of the above regulations, a total Sign plan for the site may be submitted to the Board of Adjustments for consideration as a variance of this section.
- (f) Class 6. Monument Signs shall be permissible in these districts.
- (g) Class 7. Major Attached Signs shall be permissible in these districts subject to the following conditions and restrictions:
- (1) An Attached Sign may have an area not exceeding that calculated by multiplying the length of the Building front by two feet. This calculation shall be termed base allowable area. In no event may an Attached Sign exceed a maximum allowable area of 200 square feet.
 - (2) A permissible Attached Sign located at a height above 20 feet shall be permitted an increase in the base allowable area and an increase in the maximum allowable area. Such increases shall not exceed two square feet in area, over that allowed for a Sign located at 20 feet of height, for each additional one foot in height above 20 feet.
 - (3) Attached Signs may be located on each exposed face of a Building; however, the sum of the area of all Attached Signs shall not exceed twice the base allowable area nor shall exceed twice the maximum allowable area as specified in above subsections 5(g)(1) and 5(g)(2) of this section.

(Ordinance 429-10, sec. 2.02, adopted 2/23/10)

Section 6. Summary of Districts

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The following tables summarize the permissible classes of Signs in the use districts defined in this Article, and all restrictions pertaining to area, height and number of Signs unless otherwise noted. These tables do not summarize all regulations included in this Code.

Table 3. Residential Districts (Single and Multifamily)

Districts	Permissible Classes	Max. Area	Max. Height	Max. Number
Single-family and duplex district	1, 3, 4	*	*	*
	Subdivision Sign	24 sq. ft.	6 ft.	2 per adjacent public Street
Educational institutions	Bulletin Board	25 sq. ft.	Below Roof Line	1 per Building
	Attached Sign	12 inch letter	Below Roof Line	1 per Building
Public, charitable, or religious institutions	Freestanding Sign	24 sq. ft.**	6 feet	1 per site
	Attached Sign	24 sq. ft.	Below Roof Line	1 per site
Apartment district	1, 3, 4	*	*	*
	5	25 sq. ft.	8 ft.	1 of either class per adjacent public Street
	7	40 sq. ft.	8 ft. below Roof Line	

*Refer to Article II.

**Religious Institution - 60 sq. feet.

Class 1-Minor Signs; Class 2-Window Signs; Class 3-Traffic-related Signs; Class 4-Temporary Promotional Signs; Class 5-Major Freestanding Signs; Class 6-Monument Signs; Class 7-Major Attached Signs

Table 4. Office and Technical Office Districts

Permissible Classes	Max. Area	Max. Height	Max. Number
1, 3, 4	*	*	*
5	16 sq. ft.	6 ft.	1 per Building
7			
a. If attached to a decorative screening wall or landscape planter	16 sq. ft.	8 ft.	1 per Building
b. If attached to a projecting structure	25 sq. ft.	Below Roof Line	
c. If attached to Surface of main Building	25 sq. ft. + 3 sq. ft. for each 1 foot in height above 20 ft.	NA	

*Refer to Article II.

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Class 1-Minor Signs; Class 2-Window Signs; Class 3-Traffic-related Signs; Class 4-Temporary Promotional Signs; Class 5-Major Freestanding Signs; Class 6-Monument Signs; Class 7-Major Attached Signs

Table 5. Industrial Districts

Permissible Classes	Max. Area	Max. Height	Max. Number
1, 2, 3	*	*	*
4 (On-Premises only)	96 sq. ft.	15 ft.	1 for sites of 30 acres or less; 1 additional for each additional 30 acres or any portion thereof
4 (Off-Premises)	32 sq. ft.	15 ft.	
5	25 sq. ft.	6 ft.	1 for sites less than 10 acres but not more than 1 per Building per adjacent public Street
6	60 sq. ft.	20 ft.	1 for sites less than 10 acres or more and 1 additional of each additional 10 acres, but not more than 1 per Building per adjacent public Street
7	5% of the wall area to which attached	Below Roof line	1 per Building or lease space within Building - 1 per Street frontage for Building or lease space with multiple Street frontages

* Refer to Article II.

Class 1-Minor Signs; Class 2-Window Signs; Class 3-Traffic-related Signs; Class 4-Temporary Promotional Signs; Class 5-Major Freestanding Signs; Class 6-Monument Signs; Class 7-Major Attached Signs

Table 6. Retail and Commercial Districts

Permissible Classes	Max. Area	Max. Height	Max. Number
1, 2, 3, 4	*	*	*
5			
(a) Single usage Sign	60 sq. ft.	20 ft.	For sites less than 10 acres, 1 single-usage Sign
(b) Multiple-usage Sign	80 sq. ft.	20 ft.	For sites of 10 acres but less than 15 acres, 2 single-usage Signs or 1 single usage Sign and 1 multiple-usage Sign
(c) Menu board	30 sq. ft.	8 ft.	1 On-Premises menu board per drive-in establishment
6			
(a) Single usage Sign	35 sq. ft.	6 ft.	Spaced 200 ft. apart
(b) Multiple-usage Sign	70 sq. ft.	6 ft.	Spaced 250 ft. apart
7	Sign area may not exceed 2 times the	Below Roof Line for mansard type roofs.	Sum of all Attached Sign area on a Building may

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	length of Building front or 200 square feet, whichever is less, for Signs at heights of 20 feet or less. Above 20 feet in height, an additional 2 sq. ft. is allowed per additional foot of height	Limited to 4 ft. above Roof Line for non-mansard type roofs. May extend higher if attached to an integral architectural feature of the Building other than the roof.	not exceed twice the area allowed for a single Sign. Attached signs may be located on each exposed face of the Building.
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*Refer to Article II.

Class 1-Minor Signs; Class 2-Window Signs; Class 3-Traffic-related Signs; Class 4-Temporary Promotional Signs; Class 5-Major Freestanding Signs; Class 6-Monument Signs; Class 7-Major Attached Signs

CITY OF AUBREY
ORDINANCE NUMBER 914-25

AN ORDINANCE OF THE CITY OF AUBREY, TEXAS, AMENDING EXHIBIT 14A, "ZONING ORDINANCE," OF CHAPTER 14, "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF AUBREY, TEXAS, (THE "ZONING ORDINANCE") TO REPEAL SECTION 27, "SIGN REGULATIONS" IN ITS' ENTIRETY AND ADOPT A NEW CHAPTER 27, "SIGN REGULATIONS" REGULATING SIGNAGE WITHIN THE CORPORATE LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF AUBREY, INCLUDING REGULATIONS FOR LOCATION, PERMITTING, WAIVERS, NONCONFORMITIES AND PROVIDING DEFINITIONS, MORE PARTICULARLY SET FORTH IN EXHIBIT "A" WHICH SHALL BE CODIFIED; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENT; PROVIDING FOR A MAXIMUM PENALTY OF TWO THOUSAND DOLLARS (\$2,000.00), FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY OR PART OF A DAY DURING ON OR WHICH A VIOLATION OCCURS OR CONTINUES AND PROVIDING CIVIL REMEDIES; PROVIDING A CUMULATIVE REPEALER/SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Aubrey, Texas (hereinafter referred to as "City") is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council of the City (the "City Council"), is authorized and empowered by law, in accordance with Chapter 211 of the Texas Local Government Code, to adopt zoning regulations governing the use of land within the City; and

WHEREAS, the City Council adopted Exhibit 14A, "Zoning Ordinance" of Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, included within the Zoning Ordinance are regulations governing signage which are codified as Section 27, "Sign Regulations" of the Zoning Ordinance; and

WHEREAS, the City of Aubrey determined it necessary and appropriate to repeal Section 27, "Sign Regulations" of Exhibit 14A, "Zoning Ordinance" in its entirety and adopt this Ordinance creating a new Section 27, "Sign Regulations" as set forth in **Exhibit A**, attached hereto, regulating signage within the corporate limits and extraterritorial jurisdiction, as allowed by law, including regulations for location, permitting, waivers,

nonconformities, providing definitions, and governing related matters (the “Sign Regulations”); and

WHEREAS, the City determined it necessary and appropriate to adopt this Ordinance to provide the sign regulations set forth in **Exhibit A**, such regulations being designed to enhance the economy, the business and industry of the City by promoting the reasonable, orderly display of signs, thereby communicating business location and services, providing public safety signage, while preserving the right of free speech; and

WHEREAS, after public notices were given in compliance with Texas law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City (the “Planning and Zoning Commission”) has recommended to the City Council to approve the Sign Regulations; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which it considered comments from the Public and the recommendation of the Planning and Zoning Commission and, among other things, the compatibility of the proposed amendment with the goals and objective of the Comprehensive Plan and the Zoning Ordinance of the City, and the City Council does hereby find that the requested zoning amendment accomplishes such objectives; and

WHEREAS, the City Council finds and determines that the proposed Sign Regulations set forth in **Exhibit A** hereto enhance the economy, the business, and industry of the City by promoting the reasonable, orderly display of signs, thereby communicating business location and services, providing public safety signage, while preserving the right of free speech, provide tools to address public nuisances and dilapidated signs and providing narrowly tailored regulations that substantially further the preservation of property values and the promotion of economic development within the City; and

WHEREAS, the City Council finds and determines that the incorporation of such regulations is compatible with the goals and objectives of the Comprehensive Plan and lends long-term viability to the City and its extraterritorial jurisdiction and serve the public health, safety and welfare;

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

SECTION 1. INCORPORATION OF PREMISES. It is hereby officially determined that the findings and recitations contained above in the preamble of this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. ZONING AMENDMENT. Section 27, “Sign Regulations” of Exhibit 14A, “Zoning Ordinance,” of Chapter 14, “Zoning” of the Code of Ordinances of the City of Aubrey, Texas, (the “Zoning Ordinance”) is hereby repealed in its entirety and a new Section 27, “Sign Regulations” of Exhibit 14A, “Zoning” of Chapter 14, “Zoning Ordinance” is hereby adopted and shall be and read as set forth in **Exhibit A** (the “Property”)

attached hereto and incorporated herein, and Section 27 shall be set forth in its entirety within Section 27 of Exhibit 14A of Chapter 14 of the Code of Ordinances of the City.

SECTION 3. PENALTY. In accordance with Section 27, **Exhibit A** hereto, any person who violates of any provision this Ordinance, upon conviction, shall be deemed guilty of a misdemeanor and shall be fined a sum not to exceed two thousand dollars (\$2,000.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues. This penalty is cumulative of civil remedies allowed by State law and as provided in Section 27 for enforcement of this Ordinance.

SECTION 4. CUMULATIVE REPEALER/SAVINGS. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5. SEVERABILITY. If any section, subsection, clause, phrase or provision of this Ordinance, or any application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or any application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 6. PUBLICATION OF THE CAPTION HEREOF AND EFFECTIVE DATE. This Ordinance shall be in full force and effective from and after its passage and upon the posting and/or publication, if required by law, of its caption and the City Secretary is hereby directed to implement such posting and/or publication.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS ON THIS 26TH DAY OF JUNE 2025.

APPROVED:

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT A SIGN REGULATIONS

Exhibit "A"
Sign Regulations

Chapter 14, "Zoning" **Exhibit 14A, "Zoning Ordinance"**

ARTICLE I. GENERAL PROVISIONS

Sec. 27-1. Applicability; Purpose and Intent.

The purpose of this section is to regulate the location, size, construction, duration, use, and maintenance of all signs on a content-neutral basis. The regulations contained within this Section shall be applicable within the corporate territorial limits and the extraterritorial jurisdiction of the City of Aubrey, Texas. The general objectives of this section are to balance the rights of individuals to convey their messages through the lawful use of signs with the rights of the public to be protected from potential harm, to promote the health, safety, and welfare of the general public, and to aid in achieving the following goals:

- (1) *Safety.* To promote the safety of persons and property by providing that signs do not:
 - a. Create a hazard due to collapse, fire, decay, and/or abandonment;
 - b. Obstruct firefighting or police observation; or
 - c. Create traffic hazards by confusing or distracting pedestrians, motorists, or cyclists.
- (2) *Communication efficiency.* To enhance the economy, the business, and the industry of the city by promoting the reasonable, orderly and effective display of signs and thereby encourage clear communication with the public, so that:
 - a. Businesses and services may identify themselves;
 - b. Motorists, pedestrians, and other persons may locate a business or service;
 - c. Priority is given to the conveyance of public safety messages; and
 - d. The right of free speech is preserved and exercised using signs.
- (3) *Environmental preservation and aesthetics.* To protect the public welfare and to preserve and enhance the appearance and economic value of the built environment, by providing that signs:
 - a. Protect, preserve and enhance scenic views, natural landscapes, and historic values of the city;
 - b. Protect preserve and enhance economic viability of the city's commercial corridors by assuring aesthetic appeal to businesses and residents alike;
 - c. Do not create visual clutter to persons using the public rights-of-way;
 - d. Do not create a nuisance to occupants or customers of adjacent property by sign size, height, brightness, or materials; and
 - e. Are not detrimental to land or property values.

Sec. 27-2. Definitions.

For the purposes of Section 27, Sign Regulations, the following words shall have the following definitions ascribed to them. Words not defined in Section 27, Sign Regulations shall be as defined in Exhibit 14A, or if not defined herein or in Exhibit 14A, such terms shall be given their common and ordinary meaning.

Abandoned sign means a sign that for at least six continuous months does not identify or advertise a bona fide business, lessor, service, owner, product, or activity, and/or for which no legal owner can be found, and/or that pertains to a time, event or purpose that no longer applies.

Advertising means the act of conveying information to seek the attraction of or to direct the attention of the public to any location, event, person, activity, goods, services or merchandise.

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Attached sign means any sign affixed to, applied on, or supported by any part of a building located on-premises.

Awning sign means a permanent sign that is directly applied, attached, or painted onto an awning, which is a projection, shelter, or structure of canvas, metal, wood, or other similar approved material that covers a pedestrian walkway and is intended for protection from the weather or as a decorative architectural feature. (See detailed information and restrictions in §27-31, "Permanent Signs Allowed in Downtown Area" (1) "Awning Signs")

Balloon/floating device means a visible airtight or airflow through apparatus commonly made of latex, mylar or other similar material that extends by a cord, rope, string, wire or other similar material.

Bandit Sign means unauthorized signs posted on utility poles, street signs, traffic signals or signal supports, signal boxes, fences, barricades, trees, posts, or other fixtures within the public right-of-way or public property. The term also includes signs on private property not meeting the definition of a temporary sign and placed with or without the permission of the owner of the property.

Banner Sign means a temporary sign having characters, letters, or illustrations applied to plastic, cloth, canvas, or other light fabric or similar material, with the only purpose of such nonrigid material being for background. (See detailed information and restrictions in §27-32, "Temporary Signs in Downtown Area" (1) "Banner Signs")

Builder Promotional Sign means a sign that is located on a residential or commercial property advertising the availability of homes and/or tenant space. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (1) "Builder Promotional Signs")

Billboard Sign means a large freestanding sign, generally supported by a metal frame, and consisting of two parallel sign faces which are oriented in opposite directions, used for the display of posters, printed, painted, fixed or electronic advertisements that generally directs attention to a location other than the premises on which the sign is located.

Building means any structure that has a roof supported by columns or walls for shelter, support, or enclosure intended for persons, animals, or material goods for any use or occupancy. When separated by dividing walls without openings in a manner significant enough to prevent the spread of fire, each portion of such structure separated may be deemed as a separate building.

Building official means the City's building official or his designee or other City-authorized agent appointed by the City Manager.

Canopy sign means a permanent sign that is applied, attached, painted, or affixed on a canopy or other roof-like cover over gasoline fuel pump, vacuum area at car detail facilities, or other areas where services are provided to a patron in a vehicle intended for protection from the weather or as a decorative embellishment. (See detailed information and restrictions in §27-33, "Permanent Signs" (1) "Canopy Signs")

Cantilevered ground sign means a permanently affixed sign which is wholly independent of a building for support and where the primary support is supplied by a post and the sign hangs from a bracket or support. (See detailed information and restrictions in §27-33, "Permanent Signs" (2) "Cantilevered Ground Signs")

Certificate of occupancy means an official certificate issued by the city which indicates conformance with building, zoning, and health safety regulations and authorizes legal use and occupancy of the premises for which it is issued.

Changeable electronic message/reader board sign means a permanent sign or portion of a permanent sign designed to allow advertising or wording to be changed at periodic intervals, either manually or electronically, and is operated whereby light is turned on and off intermittently. This

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definition includes any illuminated sign in which such illumination is not kept stationary or constant in intensity and color when said sign is in use, including a light emitting diode ("LED") or digital sign. The term "changeable electronic message/reader board sign" does not include a sign located within the right-of-way that functions as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices approved by the Federal Highway Administrator as the National Standard. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (2) "Changeable Electronic Message/Reader Board Sign")

City means the City of Aubrey, Texas.

City Manager means the City Manager or his designee or other City-authorized agent designated by the City Manager.

Conforming Sign means a sign that is legally installed in conformance with jurisdictional laws and ordinances. *Construction Sign* means a Temporary Sign containing graphics, symbols, text or images securely attached to, or printed directly onto the screening fabric of, a temporary fence or barrier placed around an active construction site. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (3) "Construction Sign")

Crown Sign means a wall sign extending not more than three feet from the building façade and located on the upper horizontal band of a building at least 55 feet in height and four stories in height. (See detailed information and restrictions in §27-33, "Permanent Signs" (3) "Crown Signs")

Development Sign, Temporary means a Temporary Sign which advertises real estate, brokerage, development or similar opportunities related to the land on which the sign is located. The definition does not include Builder Promotional Signs. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (4) "Development Sign")

Drive-Through Order Sign means a sign erected in conjunction with a use that incorporates a drive-thru or drive-in. (See detailed information and restrictions in §27-33, "Permanent Signs" (4) "Drive-Through Order Signs")

Effective Sign Area means the portion of the sign face that is utilized for the display of information to include background, however, does not include the framework or base of the sign.

Erect or install means to build, construct, attach, hang, place, suspend, affix, paint, display, apply assemble or place in any manner, including, but not limited to, on the exterior of a building or structure.

Exempt means a sign permit is not required; however, compliance with all other city ordinances and the city's zoning ordinance, as it currently exists or may be amended, is required.

Façade means any separate face of a building, including parapet walls and omitted wall lines, or any part of a building which encloses or covers usable space. Where separate faces are oriented in the same direction, or in directions within 45 degrees of one another, they are considered as part of a single façade.

Feather flag means a Wind Device as defined herein that contains a harpoon-style pole or staff driven into the ground for support.

Flag means a piece of fabric attached to a staff or cord on one end and generally used as a symbol of a nation, state, political subdivision, or organization. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (5) "Flags")

Flagpole means a freestanding device permanently placed in the ground for the purpose of flying a flag of a nation, state, political subdivision, or organization.

Frame duration means the time during which the frame continues a changeable message sign.

Garage Sale (see Yard Sale)

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Government/regulatory sign means any sign that is erected by or upon the order of a public officer, employee or agent thereof, in the discharge of official duties.

Graffiti means pictures, words, slogans, images, or other artwork painted, drawn, scratched, or applied in any manner to exterior walls, fences, structures, vehicles, stone, statues, buildings, or other items in public view. Graffiti includes the illegal or unauthorized defacing of a building, wall, or other edifice or object by painting, or otherwise marking it with words, pictures, symbols, advertising, logos, relations with a group, indecent/vulgar images, or offensive language.

Grand opening means a commemoration that promotes the opening of a new business. A grand opening may only be located at the business that received a certificate of occupancy.

Human sign means any hand-carried or held sign, symbol, or display on persons visible from the public right-of-way, which may include persons dressed in costume.

Illegal Sign means a sign that fails to comply with any provision of this Section 27, or other applicable Ordinance of the City, and which is not classified as Nonconforming Sign as defined herein.

Illuminated sign means a sign designed or made that consists of lights, LEDs, or other form of illumination that displays a message or picture that does not scroll, fade, blink, flash, travel, or through any other means that do not provide constant illumination.

Impounded sign means a sign that is legally removed by the city in accordance with the provisions of §27-25, "Removal of Signs in Violation."

Incidental sign means a sign that is normally incidental to the allowed use on the property such as, but not limited to, directional signs, entrance, exit, or overhead clearance. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (6) "Incidental Signs")

Inflatable sign means a temporary sign manufactured of plastic, cloth, canvas, or other light fabric and inflated with air. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (7) "Inflatable Signs")

Logo means any registered or recognized design, insignia, or other mark, which is used in advertising to identify an organization, individual, company, or product.

Mechanical sign means any sign, which rotates, shakes, or moves by means of a motor, battery, or the like.

Merchandise display means any goods, wares, merchandise, or other advertising object or structure suspending from any building, pole, structure, sidewalk, parkway, driveway, parking area, or fuel pump island for the purpose of advertising such items.

Message Transition means the process by which a change occurs or the period of time between the changing from one message to another on a changeable message sign.

Monument Sign means a permanent freestanding sign that is supported from grade to the bottom of the sign having or appearing to have a solid and opaque base independent of the principle building or structure.

Monument Sign, Multiple Tenant means a permanent freestanding sign that is supported from grade to the bottom of the sign having or appearing to have a solid and opaque base independent of the principle building or structure located on a single lot that contains multiple businesses. (See detailed information and restrictions in §27-33, "Permanent Signs" (5) "Monument Signs – Multiple Tenant Signs")

Monument sign, single tenant means a permanent freestanding sign that is supported from grade to the bottom of the sign having or appearing to have a solid and opaque base independent of the

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principle building or structure located on a single lot that contains only one business. (See detailed information and restrictions in §27-33, "Permanent Signs" (6) "Monument Signs - Single Tenant")

Mural sign means pictures or artwork painted, drawn, or applied on the exterior walls of a building depicting a non-commercial message. (See detailed information and restrictions in §27-31, "Permanent Signs in Downtown Area" (2) "Mural Signs")

Neglected sign means a sign that has any missing panels, burned out lights, missing letters or characters, rust, loose parts, damage, fading from its original color, supports or framework with missing sign or parts, or is not maintained.

Nonconforming sign means any sign and its supporting structure that does not conform to all or any portion of this Section 27, Sign Regulations, and (i) was in existence and lawfully erected prior to the effective date of this Section; (ii) was in existence and lawfully located and used in accordance with the provisions of any prior ordinances applicable thereto or which was considered legally nonconforming thereunder, and has since been in continuous or regular use; or (iii) was used on the premises at the time it was annexed into the City and has since been in regular and continuous use. (See detailed information and restrictions in §27-23, "Nonconforming Signs")

Non-profit sign means a temporary sign that shall be located on private property that is owned by a legitimate business or entity that has as a primary function a charitable and/or non-profit status, as determined by the IRS standard. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (8) "Non-Profit Signs")

Non-residential use means any structure or use not included in the definition of "residential use" contained in this section including, but not limited to, a home-builder model home, a temporary sales trailer, and an apartment leasing office.

Notice means a notice required by this section shall be sufficient if it is submitted by personal delivery, registered or certified mail with return receipt requested, and/or sending the notice through the United States Postal Service.

Obscene sign means a sign in which the dominant theme of material taken as a whole appeals to a prurient interest in sex, is patently offensive because it affronts community standards relating to the description or representation of sexual matters and is utterly without redeeming social value.

Off-premises sign means a sign that advertises, promotes, or pertains to a business, person, organization, activity, event, place, service, product, etc. at a location other than where the sign is located.

On-premises sign means a sign that advertises, promotes, or pertains to a business, person, organization, activity, event, place, service, product, etc. at the location of which the sign is located.

Outdoor vending machine sign means a sign located on an outdoor machine, device, or equipment which may include, but is not limited to, coin-operated/electronic payment vending machines, fuel dispensing pumps, telephone facilities, automatic teller machines, automotive vacuum cleaners, amusement rides, propane tank sales, and similar machines, devices, or equipment. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (9) "Outdoor Vending Machine Signs")

Person means any individual,, firm, partnership, corporation, company, organization, or business entity of any kind.

Pole sign means a freestanding sign that is detached from a building and is supported by one or more structural elements that are either (a) architecturally dissimilar to the design of the sign, or (b) less than ¼ the width of the sign.

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Political sign means a temporary sign announcing or supporting political candidates or issues in connection with a national, state, or local election. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (10) "Political Signs")

Portable sign means any sign not permanently attached to the ground or to a building which is designed to be easily transported or conveyed to different locations.

Premises means a lot, parcel, tract, or plot of land together with the buildings and structures thereon.

Prohibited sign means signs that do not comply with this or other applicable ordinances and that are otherwise not allowed within city boundaries or in Aubrey's Extraterritorial Jurisdiction (ETJ).

Projecting sign means a permanent attached sign that is wholly or partially dependent upon a building for support and extends from said building, generally at a right angle. (See detailed information and restrictions in §27-31, Permanent Signs allowed in Downtown Area (3) "Projecting Signs")

Public informational sign means a sign erected by or at the direction of the city, local, federal or state governments for the purpose of providing instruction, information, or direction to the general public, including, but not limited to, signs identifying a property address, restrooms, handicap parking spaces, reserved parking spaces, freeze warning, no trespassing, no dumping, no loitering, no soliciting, beware of dog warning, water resource information, lock/take and hide, construction entrance and/or exit signage.

Residential use means a structure where the primary purpose is to provide a permanent place of residence to an individual or family.

Residential Subdivision Entrance Sign (Subdivision Entry Sign) means a permanent freestanding sign that is supported from grade to the bottom of the sign having or appearing to have a solid and opaque base independent of the individual residential structures and located on a lot owned and maintained by the HOA for the purposes of identifying the main or secondary entrances to a residential community. (See detailed information and restrictions in §27-34, "Permanent Signs allowed in Residential and Multi-Family Districts" (1) "Residential Subdivision Entrance Sign")

Residential yard sign means an on-site temporary residential sign used to publicize or announce information at the discretion of the homeowner or tenant of the property such as, but not limited to, home improvement signs, residential real estate signs, or school affiliation signs. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (14) "Residential Yard Signs")

Revolving sign means a sign that turns, spins, partially revolves, or completely revolves 360 degrees on an axis.

Right-of-way means the area on, below, or above a public roadway, highway, street, public sidewalk, waterway, or utility easement in which the city has an interest.

Roof sign means a sign mounted on and supported by the roof portion of a building, above the uppermost edge of a parapet wall and is supported by the building, or a sign that is painted directly upon the roof or top of a building.

Scoreboard means a sign located on or adjacent to an athletic field or stadium, which is used to display information pertaining to an event at the field or stadium. (See detailed information and restrictions in §27-35 (11) "Scoreboards")

Searchlight means any use of lighting intended to attract the general public by the waving or moving of light beams.

Sidewalk sign means a movable sign not secured or attached to the ground or surface upon which it is located. This sign type is typically an A-frame or spring-mounted sign. (See detailed information

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and restrictions in §27-32, "Temporary Signs allowed in Downtown Area" (2) "Sidewalk Signs" and in §27-35, "Miscellaneous and Temporary Signs" (12) "Sidewalk Signs")

Sign means any form of publicity or advertising which directs attention to an individual, business, commodity, service, activity, or product by means of words, figures, numerals, emblems, devices, trade names or trademarks, or other pictorial matter that communicates information of any kind to the public.

Sign cabinet means a wall or freestanding sign that is self-enclosed and contains all the text and/or logo symbols within the enclosed cabinet which may or may not be illuminated. It can be single- or double-faced.

Strip center means a commercial building comprised of multiple, individual businesses on a single lot where the primary entrance for each tenant is generally accessed from the outside.

Subdivision means the division of a lot, tract, or parcel of land into two or more lots, plats, sites, or other divisions of land for the purpose, whether immediate or future, of sale or of building development.

Temporary, non-profit sign means any sign which meets the criteria for a temporary sign within this section but is used by a non-profit agency or entity and placed for a limited duration on the property owned by the non-profit agency or entity. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (8) "Non-Profit Signs")

Temporary development sign means a sign that identifies a real estate project that is under construction.

Temporary sign means any sign which is not rigidly and permanently installed into or on the ground, attached to a building, or as defined in this section.

Section or this Section means these Sign Regulations unless the context otherwise specifically provides.

Total sign area means the total area of a sign including the display, framework, and base.

Unified Development Zone means a tract of land or a grouping of lots that are considered as one unit, such as a shopping center or a college campus.

Unified Sign Plan means a specific and uniform scheme for a unified development zone or a specific geographic area within the City whereby the signage is coordinated by color, type of materials, size, graphics, fonts, and design elements to create a cohesive and attractive.

Vacant building sign means any sign associated with a vacant building or a vacant lease space, except a sign pertaining to the lease or sale of the building to which it pertains, or a sign which is under lease from an owner or his authorized agent when such sign is maintained by a person operating under his own bond.

Vehicle means a motorized machine on wheels, treads, or runners by which any person, material, commodity, or property is or may be transported.

Vehicular sign means a commercial sign painted upon or applied directly to (including magnetic) any truck, car, bus, trailer, boat, recreational vehicle, motorcycle, or other vehicle. (See detailed information and restrictions (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (13) "Vehicular Signs")

Wall sign means a permanent sign affixed to or painted on an exterior wall and extending not more than 12 inches from the façade of any building to which it is attached, supported throughout its entire length by the building face. (See detailed information and restrictions in § 27-31, "Permanent Signs allowed in Downtown Area" (4) "Wall Signs" and in §27-33, "Permanent Signs" (7) "Wall Signs")

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Wayfaring Sign means a specific sign erected or endorsed by the City that is placed to direct citizens and visitors to points of interest within the City. (§See detailed information and restrictions in § 27-31, "Permanent Signs allowed in Downtown Area" (5) "Wayfaring Signs")

Wind device means any pennant flag, streamer, spinner, balloon, feather sign, or similar device made of cloth, canvas, plastic, or any flexible material designed to float or move freely.

Window sign means a sign affixed to any surface of a window (internal or external) or is located within three feet from the interior window of any establishment. (See detailed information and restrictions in §27-31, "Permanent Signs allowed in Downtown Area" (6) "Window Signs")

Yard/Garage sale means a sign indicating the date and location of the sale of goods at a residential property and includes yard sales and estate sales. (See detailed information and restrictions in §27-35, "Miscellaneous or Temporary Signs" (15) "Yard Sale Signs")

Zoning districts means the various use districts designated in the city's zoning ordinance.

Zoning sign means any temporary sign erected in conjunction with a request to zone or rezone a property in accordance with the city's zoning ordinance. (See detailed information and restrictions in §27-35(16) "Zoning Signs")

Sec. 27-3. Jurisdiction and Applicability.

- (a) The terms and conditions of Section 27, Sign Regulations shall apply to all signs located within both the City of Aubrey and its extraterritorial jurisdiction (ETJ), pursuant to Local Government Code Ch. 216, as amended. The city manager shall be responsible for interpreting and administering the provisions of this Chapter as set forth herein.
- (b) Signs located on property owned by the City of Aubrey, an independent school district or any other governmental agency are not required to meet the requirements of this section. However, signs located on property owned by the City of Aubrey shall be permitted only upon approval of the city manager.

Secs. 27-4—27-19. Reserved.

ARTICLE II. ADMINISTRATION

Sec. 27-20. Permit Required.

- (a) *Sign permit required.* No sign, unless otherwise excepted under Section 27, Sign Regulations, shall be erected, placed, located, secured, constructed, altered, attached, painted or displayed to/on the ground, any building, and/or any structure, until a permit for such sign has been approved and issued by the city manager. In no event shall a permit be required for any government/regulatory sign, and a government/regulatory sign may be placed in the public right-of-way.
- (b) *Application.* An application for a sign permit may be obtained from the city's offices. The city manager shall approve or deny an application for a sign permit within 30 days of the city's receipt of a completed application. An application shall be complete upon City's receipt of all submittal documents and information outlined in the sign permit application and this Section. An application shall provide all information required by this Section for the type of sign for which a permit is requested, shall be subject to the criteria based upon the type of sign requested, and shall be subject to the general criteria as set forth below:
 - (1) A diagram shall be provided showing the location of the sign on the property, all applicable required measurements and dimensions of the proposed sign, as well as any applicable proposed electrical connections.

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- (2) Engineer sealed plans may be required for a proposed sign as determined necessary in the discretion of the city manager, upon review of a permit application.
 - (3) Incorrect, inaccurate, false, or misleading information provided in an application shall be grounds for denial of the proposed permit.
 - (4) An application shall be eligible for permit issuance if a proposed sign conforms to all city ordinances and the requirements of applicable adopted building codes that may be applicable.
 - (5) After a sign permit has been issued, it shall be unlawful to change, modify, alter, or otherwise deviate from the terms and conditions of the approved sign permit without prior approval by the city manager.
- (c) *Permit fee.* Every application for a sign permit shall be submitted with a nonrefundable fee as provided in the city's Fee Schedule. An application will not be accepted without the permit fee paid in full.
- (1) Fees for sign permit applications shall be assessed in accordance with the city's currently adopted fee schedule.
 - (2) Work without a permit. A fee of two times the amount of the permit fee shall be assessed for any work done without or prior to the issuance of a permit.
- (d) *Inspection.* The city manager is authorized to perform or direct the performance of an inspection of any and all signs to determine that the sign has been constructed in accordance with and complies with the requirements of this Section, all applicable ordinances, and the approved permit. The city manager shall determine the method and time of such inspections.
- (e) *Permit expiration/Extension/Removal.* If the work authorized by a sign permit issued under the provisions of this Section has not been completed within 90 days after the date of issuance of a sign permit, the permit shall expire unless extended as provided herein. Additional time for completion of construction may be approved by the city manager upon receipt of a written request by a permit holder documenting good cause for the delay if such request is received prior to expiration of the 90 day period for construction. If a sign has not received final inspection approval by the City within the 90 day period, or an extension is not approved, the permit holder shall remove all components of the partially constructed sign from premises upon which the sign is located within 10 business days of permit expiration.

Sec. 27-21. Interpretation, Administration and Revocation of Permit.

- (a) The city manager shall be responsible for interpreting and administering these Sign Regulations. The city manager may suspend or revoke any permit for a sign issued in error, or for which incorrect, misleading, or false information was supplied as part of the permit application, or if a permit is issued in violation of any provision of this Section, any other ordinance of the city, or the laws of the state or the federal government. Such revocation shall be effective when communicated as provided in subsection (b). Any sign that is the subject of a revoked permit shall be immediately removed by the person in control of the sign or premises upon which the sign is located, or within a reasonable time as determined by the city manager. The time for removal shall not exceed ten business days of the date of the written notice of revocation.
- (b) Notice of revocation shall be deemed to have been given by letter sent certified, first-class mail, return receipt requested and addressed to the to the person to whom the permit is issued, the owner of the sign, or the owner of the premises on which the sign is located at the owner's address as recorded in the appraisal district records of the appraisal district.
 - (2) The city manager may revoke a contractor registration issued in error or for those reasons stated herein.

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- (c) *Temporary exemptions.* The city manager shall have the authority to approve temporary exceptions to the sign ordinance as set forth in this section in emergency circumstances and/or in relation to public works project's directional and safety signage.
- (d) *Public safety protection.* Nothing in this section is meant to prevent any public safety agency from setting up and utilizing any type of sign needed on a temporary basis to protect and enhance public safety solely at the discretion such agency or the City.

Sec. 27-22. Prohibited Signs.

The following signs are expressly prohibited:

- (1) Abandoned signs;
- (2) Merchandise displays, except as authorized by the city's zoning ordinance;
- (3) Billboard signs;
- (4) Graffiti;
- (5) Neglected signs;
- (6) Balloon and air devices;
- (7) Bandit signs;
- (8) Human signs;
- (9) Portable signs, unless specifically permitted within this section;
- (10) Revolving signs;
- (11) Mechanical signs;
- (12) Pole signs;
- (13) Roof signs;
- (14) Vacant building signs;
- (15) Wind devices/feather flags, unless used in conjunction with a city-authorized special event, excluding flags and banners as authorized by this section;
- (16) Obscene signs;
- (17) LED, string or similar lighting outlining windows, doors, or other similar building features;
- (18) Searchlights, beacons, or laser lights, unless used in conjunction with a city-authorized special as defined in Section 27-2 Definitions, of this Code, as amended; and
- (19) Other prohibited signs:
 - a. Any sign not referenced in or governed by these Sign Regulations or expressly allowed by City ordinance, state or federal law;
 - b. Any sign erected or installed without the issuance of a permit, either prior to or after the adoption of this section (if a permit was required);
 - c. Any sign that emits odor or visible matter;
 - d. Any billboard sign located, relocated, or upgraded within the corporate limits or extraterritorial jurisdiction of the city;
 - e. Any sign erected or installed in or over a public right-of-way or access easement, unless permitted within this section;
 - f. Any sign located on private property without the consent of the owner of the premises;
 - g. Any sign that does not comply with this or other applicable municipal ordinances, or those which do not comply with federal or state laws;
 - h. Any sign supported by a bench, tree, rock, bridge, public utility pole;
 - i. Any sign supported by a fence, except as otherwise permitted in this section;
 - j. Any floating device(s) anchored to the ground of any vehicle, structure or any other fixed object for the purpose of advertising or attracting attention to a business, commodity, service, sale, or product, except as otherwise permitted in this section;
 - k. Any sign placed on any traffic control device or utility support structure or pole, or over public right-of-way or other public property, unless the sign is placed by the city, county,

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state, or other authorized governmental agency, or with the permission of the city, for public purposes, unless permitted within this section; and

- I. Off-premises signs, unless specifically permitted within this section.

Sec. 27-23. Nonconforming Signs.

- (a) Signs legally in existence at the time of the adoption of Section 27, Sign Regulations, which do not conform to the requirements of this Section and/or signs meeting the definition of a Nonconforming Sign provided in this Section, shall be considered Nonconforming Signs, and may remain in place as provided herein. A Sign that is not classified as a Nonconforming Sign as defined herein shall be classified as an Illegal Sign.
- (b) All permanent signs and sign structures, with the exception of existing pole signs, which are addressed in subsections 27-23 (b)(7) and (b)(8), and billboards (currently deemed illegal and nonconforming) and addressed in subsection 27-23 (b)(9) shall be brought into conformance with the sign regulations when and if the following occurs:
 - (1) The sign is removed, relocated, or significantly altered. Significant alterations include changes in the size or dimension of the sign. Changes to the sign copy or the replacement of a sign face on a nonconforming sign shall not be considered a significant alteration.
 - (2) If more than 50 percent of the sign area is damaged, it shall be repaired to conform to this section.
 - (3) An alteration in the structure of sign support.
 - (4) A change in the mechanical facilities or type of illumination.
 - (5) A change in the material of the sign face.
 - (6) If the property where the nonconforming sign is sold with full ownership being transferred, the nonconforming sign shall be brought into conformance with this Code at the time of transfer unless the buyer continues to operate the business under the same name that was on the nonconforming sign at the time of transfer.
 - (7) Notwithstanding section 27-22(11), pole signs existing as of the date of June 26, 2025 which are less than two years old may be maintained for a maximum of seven years, if they otherwise conform to section 27 of the Aubrey Code of Ordinances.
 - (8) Notwithstanding section 27-22(11), pole signs existing as of June 26, 2025 which are more than two years old may be maintained for a maximum of five years, if they otherwise conform to section 27 of the Aubrey Code of Ordinances.
 - (9) Notwithstanding section 27-22(3), billboard signs existing as of June 26, 2025 may be maintained for a maximum of five years, if they otherwise conform to section 27 of the Aubrey Code of Ordinances.
- (c) *Change to a conforming sign.* A Nonconforming Sign may be altered to become or be replaced with a sign that conforms to the requirements of this Section. Once a sign is altered to conform or is replaced with a sign that conforms with the requirements of this Section, the nonconforming rights for the original sign shall lapse and a nonconforming sign may not be re-established. Unless a sign is prohibited or is an Illegal Sign as defined herein, proposed changes or modifications to a Nonconforming Sign that are not allowed as provided in this Section shall only be allowed with an approved variance utilizing the variance process provided in Section 27-27.
- (d) If there is no sign in place on a sign structure or building wall for six continuous months, the nonconforming rights are lost, and a nonconforming sign may not be re-established. If the sign structure is unused for less than six continuous months, a nonconforming sign may be re-established.

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- (e) A nonconforming sign in the city or its extraterritorial jurisdiction (ETJ) may be relocated, reconstructed, or removed as provided by law including, but not limited to, V.T.C.A., Local Government Code Ch. 216 as it exists or may be amended.
- (f) A nonconforming sign or sign structure may be removed temporarily to perform sign maintenance or sign repair. In order to preserve the nonconforming sign status, the person removing the sign must inform the city manager, in writing, before the sign is removed. If the responsible party fails to inform the city manager, any re-erected sign shall lose its nonconforming status and will be considered a new sign subject to compliance with all requirements of this Section.

Sec. 27-24. Maintenance of Signs/Neglected and Abandoned Signs.

- (a) All signs, including nonconforming signs, shall be continuously maintained in a neat condition and appearance. Sign panels and/or sign graphics shall be secured and maintained so that they do not separate from, hang from, or fall from a sign. Sign panels and sign graphics shall not be faded, ripped, or have any other damage. Illuminated signs with all or part of the sign being unilluminated shall be repaired within seven (7) business days of the date of notice.
- (b) Abandoned Signs and Neglected Signs shall be considered a public nuisance and are prohibited.
- (c) Upon written notification to the permit holder by the City Manager, such Abandoned Signs shall be removed from the premises and Neglected Signs shall be repaired or removed from the premises by the property owner, agent, or person having beneficial use of the land, building, or structure upon which sign is located within seven (7) business days of the date of notice.
- (d) The notification shall state that the offending sign shall be repaired or removed by the owner, agent, or person having beneficial use of the land, building, or structure upon which such sign is located within seven (7) business days of the date of notice. The notification shall further state that if the sign is not removed or repaired, a citation may be issued and the city may utilize any civil remedy available to remove or repair the sign, up to and including impoundment and placement of a lien on the property to recover costs of repair or removal.
- (e) If any sign is determined to present an immediate danger to the health, safety, and general welfare of the public, the city may remove it immediately without providing prior written notice. However, within ten days of the date of removal of the sign, the city shall notify the owner of the property on which the sign was located of the reason(s) for removal of the sign and may utilize a civil process or place a lien on the property to recover costs. Such notice shall be sufficient if provided in writing to the owner of the premises on which the sign is located at the owner's address as recorded in the appraisal district records of the appraisal district or the person to whom a sign permit has been issued for the sign.
- (f) It shall be unlawful for any person, firm, or corporation receiving such written notice to fail to comply with the direction of the notice. In the event of failure to comply with such notice, the city manager is hereby authorized to cause the removal and impoundment of such sign. Any expenses incident thereto shall be the responsibility of the owner, agent, or person having beneficial use of the land, building, or structure upon which such sign was located.

Sec. 27-25. Removal of Signs in Violation.

- (a) *Removal/impoundment of prohibited signs.* All prohibited signs, dilapidated signs, or noncompliant signs shall be considered a public nuisance and are prohibited by this section within the city limits and its extraterritorial jurisdiction. Upon identification of any prohibited sign, the city manager shall provide written notification of the violation to the owner of the property on which the prohibited sign is located and/or the installer of the sign.

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- (1) The notification shall state that the offending sign shall be removed by the owner, agent or person having beneficial use of the land, building or structure upon which such sign is located within the time period prescribed after written notification to do so.
 - (2) The notification shall further state that if the prohibited sign is not removed within a specific time frame (not to exceed ten calendar days) a citation may be issued and the city may resort to any civil remedy available up to and including impoundment.
 - (3) If any sign is determined to present an immediate danger to public health, safety, or welfare, the city shall remove it immediately.
 - (4) Within ten (10) calendar days of the removal of the sign, the city manager shall notify the owner of the property on which the sign was located of the reason(s) for the removal of the sign.
 - (5) Signs authorized by a sign permit number with an expiration date shall be removed promptly upon the date of expiration.
 - (6) Signs remaining after the date of expiration shall be deemed prohibited. The sign permit that provides the expiration date shall be considered adequate notice of violation.
 - (7) Bandit signs may be removed immediately by the city.
- (b) *Failure to comply.* It shall be unlawful for any Person receiving such written notification or having an expired sign permit to fail to comply with the direction of the notification. In the event any Person fails to comply with such notice provided, the city manager is hereby authorized to cause the removal and impoundment of such sign. Any expenses incident thereto shall be the responsibility of the owner, agent or person having beneficial use of the land, building or structure upon which such sign was located.
- (c) *Impounded signs and recovery.*
- (1) Impounded signs may be recovered by the owner within seven calendar days from the date of the written notification of impoundment by paying a fee determined by the city's current Fee Schedule as approved by the city council.
 - (2) Impounded signs not recovered within seven calendar days from the date written notification of impoundment is sent shall be deemed Abandoned and may be disposed of by the City in any manner City Manager determines appropriate.

Sec. 27-26. Unified Sign Plan

- (a) A Unified Sign Plan is required prior to the issuance of a sign permit for all signage on properties that are greater than four (4) acres in size and/or have more than six (6) independent businesses located on the overall property. The purpose of the Unified Sign Plan is (i) to provide overall sign locations on a property by identifying the relationship of each sign to surrounding and existing signs and properties; and (ii) to provide uniformity in size, design, colors, and proportions of signs within the development. In addition, the Unified Sign Plan shall be designed to promote a cohesive relationship between current developments and proposed future improvements and to provide for consistency and uniformity among buildings and signs for a commercial development made up of multiple independent businesses and for adjacent residential developments. The Unified Sign Plan purpose is to provide signage so that identifies commercial establishments in a readable and distinct manner to allow uses to be easily differentiated, and to maintain an uncluttered appearance that provides a pleasing visual environment.
- (b) A Unified Sign Plan shall contain the following information:
- (1) Elevations of the locations of signs illustrating the materials of construction, colors, lighting, fonts of letters and dimensions of the signs. If the sign is to be attached to a building, the elevation shall be a composite of the sign and the building;
 - (2) Elevations depicting the size of the signs in relation to the size of the buildings within the development;

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- (3) A plan drawn to preliminary site plan, or site plan specifications, as detailed in the zoning ordinance, as it currently exists or may be amended, of the site illustrating the location of existing and proposed signs on the property and, if required by city staff, on adjacent properties;
 - (4) Other information to illustrate the consistency and uniformity of the signs; and
 - (5) For Unified Sign Plans, the sign plan shall identify a unified development zone. Only those properties and businesses included within the unified development zone shall be included/identified on the unified development signs erected within the unified development zone. Prior to city consideration of a unified development zone, all property owners located within a proposed unified development zone must submit notarized letters to the city authorizing the creation of the unified development zone. A lot shall only be included in one unified development zone.
- (c) A Unified Sign Plan is required for all commercial use developments in all zoning districts that include six (6) or more independent businesses within the overall development zone or that are located upon land that is greater than four (4) acres in size, whichever is the most restrictive.
- (d) A proposed Unified Sign Plan and all individual Signs requested within such Plan, or as otherwise required in this Section, shall be submitted to the development services department for review and approval. The Unified Sign Plan, including individual Signs therein, will be reviewed for compliance with this Section 27 and in accordance with the city's development review schedule. The Building Official may approve or deny a Unified Sign Plan or approve such Plan or individual Signs therein with conditions. Should the building official deny a proposed Unified Sign Plan or Sign therein, the applicant shall be notified in writing within ten (10) days of such decision and shall have a right to appeal the decision of the Building Official to the Sign Board within ten (10) days of the date of the decision of the Building Official, and thereafter may appeal the decision of the Sign Board to the City Council. Appeals under this Section to the Sign Board and City Council shall be in accordance with the procedure and criteria set forth in Section 27-27(b) hereof.

Sec. 27-27. Waivers and Appeals.

- (a) *Sign Board.* All waivers and appeals to this section of the Zoning Ordinance shall be presented to the Sign Board. This appointed body shall be made up of the same members as the Board of Adjustment.
- (b) *Process.* Any person requesting a waiver from the rules and regulations detailed herein shall apply in writing to the Sign Board. The application shall contain the information and plans requested in the waiver specifically identifying the requested variation or relief from the provisions of this section, along with the established application fee required in the City's Fee Schedule. The application shall include reasons for the requested waiver including any situation or issue that the applicant believes will necessitate the requested variation or relief from the requirements of this Section, and the existing regulations to be altered. No public hearing and/or notification of property owners is required for a sign waiver. The burden of demonstrating that the requested waiver meets the requirements of this Section shall be on the applicant.
- (c) *Approval Standards.* When considering a request for a waiver from the requirements of this Section 27, the Sign Board shall consider the following criteria when granting a waiver:
- (1) Special conditions exist which are unique to the land, structure or building involved and are not applicable to other lands, buildings or structures in the same vicinity. The Sign Board may attach such conditions to granting all or a portion of any waiver necessary to achieve the purpose of this section; and
 - (2) The strict interpretation of the provisions of this section would deprive the applicant of rights commonly enjoyed by other properties in the vicinity under the terms of this section; and

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- (3) The special conditions and circumstances necessitating the request for waiver do not result from the actions of the applicant and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences; and
 - (4) Granting the waiver will meet the objectives of the section and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare; and
 - (5) Granting of the waiver will be in harmony with the spirit and purpose of this section, the Zoning Ordinance and the Comprehensive Plan of the City.
- (d) *Approval by the Sign Board.* In its sole discretion, the Sign Board shall have the authority to waive or amend certain regulations if it deems the change to be in the best interest of the City of Aubrey.
- (e) *Appeal.* If the Sign Board denies the application for a waiver, the applicant may appeal to the City Council, which will have the final authority. In its sole discretion, the City Council shall have the authority to grant a waiver or amend certain regulations if it deems the change to be in the best interest of the City of Aubrey.
- (f) *Limitation on Reapplications.* When the city council has denied an application for waiver under this Section, no new applications for the same request or for a request of a similar nature shall be accepted or scheduled for consideration by the City Council for a period of twelve (12) months after the date of such City Council denial. Applications that have been withdrawn at or before the meeting date at which an application is posted for consideration by the Sign Board, and appeals of Sign Board decisions that have been withdrawn at or before the meeting date at which an appeal is posted for consideration by the City Council may be resubmitted at any time for consideration before the Sign Board and/or city council.

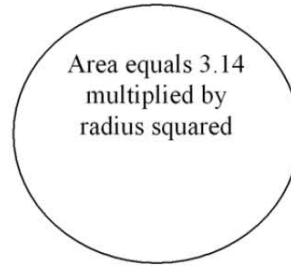
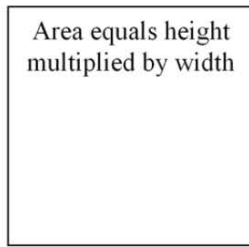
Sec. 27-28. Penalty for Violation of Section 27, Sign Regulations.

- (a) *Penalty for Violation.* Any Person, as defined herein, who violates any one or more of the provisions of this Section or causes or permits the violation of any one or more provisions of this Section shall be guilty of a Class C Misdemeanor upon conviction, and shall be subject to a fine not to exceed the maximum fine of Five Hundred Dollars or Two Thousand Dollars as applicable and allowed by state law. A separate offense shall be deemed committed upon each day or part of a day during or on which a violation occurs or continues.
- (b) *Presumption of Ownership.* There shall be a rebuttable presumption that a Person is responsible for a violation of this Section if the Person is:
- (1) The permit holder for the sign; or
 - (2) The owner, operator, agent, employee, or manager of an entity or business that is identified on or endorsed or promoted by the Sign, or if the Sign identifies a phone number or email, physical or other social media address for such Person or a person who is listed or otherwise identified on the sign as responsible for the sign or the purpose being advertised.
- (c) *Presumption Rebuttable.* The presumption established by subsection (b) may be rebutted if the Person provides the full name, date of birth, physical and mailing address, and telephone number or numbers for the Person who is determined to be responsible for the violation.

Sec. 27-29. Sign Measurement.

- (a) *Area.* The area of a sign shall be measured as follows:
- (1) For signs in the shape of a square, rectangle, circle, or similar standard geometric shape, the area shall be calculated by using the standard mathematical formula (height multiplied by width, 3.14 multiplied by radius squared, etc.) of the Effective Sign Area.

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- (2) For signs with an irregular shape, the area shall be measured by enclosing the sign elements with intersecting lines and using the standard mathematical formula (height multiplied by width). This method of measurement shall be used for wall sign with individually mounted letters.



- (3) The area of a spherical, cylindrical, or other three-dimensional sign shall be measured by calculating the area of a two-dimensional drawing of the largest elevation of the sign.
- (4) Where a sign has two faces, the area of the largest sign face shall be used to determine the area of the sign provided the two faces are within 30 degrees from parallel. Where a sign has two or more faces that are greater than 30 degrees from parallel, the sign area shall either be calculated as the sum of the area of each face, or the sign will constitute two signs (a V-shaped sign).
- (5) Letters forming a word or name shall be considered a single sign, regardless of the spacing between letters.
- (b) *Height.* The height of all signs shall be measured from the top edge of the sign and/or support structure to the average finished grade of the ground below the sign and/or support structure. If a sign is located on a mound, berm, or other raised area for the sole purpose of increasing the height of the sign, the height of the mound, berm, or other raised area shall be included in the height of the sign. The supports of a freestanding sign shall not be included in calculating the area of the sign but shall be included in the measurement of the height of the sign.

Sec. 27-30. Criteria for Permissible Signs.

The following signs are allowed, subject to compliance with the conditions and the specifications provided in this section. Signs that do not comply with the following conditions and specifications or are not specifically authorized within this section are considered to be an Illegal Sign and shall be prohibited. It shall be unlawful for a Person to erect, allow, maintain, or cause to be erected an Illegal Sign.

ARTICLE III. APPROVED SIGNS

Sec. 27-31. Permanent Signs allowed in Proposed Downtown Area.

(1) Awning Signs

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(a) Location	Permitted in conjunction with non-residential uses or in a residential zoning district for apartment uses for which a building permit and/or certificate of occupancy has been issued. The supporting structure may not extend into or over the street right-of-way. Signs shall be securely attached to the elevation of the awning, and may not swing, sway, or move in any manner.	
(b) Maximum Effective Sign Area	Ten percent of the total area of the awning.	
(c) Minimum Clearance	9 feet in height above sidewalk or walkway.	
(d) Design	Canvas, metal, wood, or other material approved by the city manager. Minimum height for text or graphic elements shall be 6 inches. The awning shall be secured to the building and may not move in any manner. An awning requires the issuance of a building permit prior to installation, unless approved with the initial building permit.	
(e) Dimensions	Maximum width of awning: 75 percent of building width Maximum height of message: 12 inches	
(f) Permit Required	Yes.	

(2) Murals

(a) Location	Shall be tiled or painted directly upon or affixed to the exterior wall of the building. Must have written permission of the property owner at the time of permit application. May be up to 100 percent of the building elevation on which it is located. Text and symbols are limited to ten percent of the size of the entire mural.	 <i>Image credit: Tyler, Texas</i>
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(b) Maintenance	It is the intent of the city to maintain the historic murals in downtown Aubrey. To that end, mural signs shall be kept in good repair, free from excessive paint chipping, peeling, or fading. Mural signs found not to be in good repair must be repaired within 90 days from the date upon which the property owner receives a written order from the building official to repair the mural sign. Should the mural sign not be repaired within 90 days of notice by the city, the city reserves the right to repair and/or repaint the mural sign. If the city repairs and/or repaints the mural sign, the property owner will be charged the cost of the repair and/or repainting. If payment of the cost of the repair and/or repainting has not been paid within 60 days, the city may place a lien against the property in the amount of the charge for the repair and/or repainting.
(c) Illumination	Mural signs may be illuminated by external lighting cast onto the mural sign provided that: The brightness and intensity shall not be greater than necessary to make the mural visible; and Lighting shall be shielded from all adjacent buildings and streets; and The lighting shall not create excessive glare to pedestrians and/or motorists and will not obstruct traffic control or any other public informational signs.
(d) Permit Required	Yes, location must be approved by the city manager.
(e) Permit Stipulation	Mural signs may not be used to advertise products or services offered or sold off-location or on-site.

(3) Projecting Signs

(a) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued. May project into right-of-way (with City Council approval of an encroachment agreement) but shall be located a minimum of three feet from back of curb of any adjacent street or drive. May be erected on a building corner when the building corner adjoins the intersection of two streets. No portion shall extend above the roof line, a parapet wall, or the eave line.	
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(b) Maximum Total Sign Area	The surface area of the sign where text and graphics are displayed shall not exceed a maximum of 10 percent of the area of the building elevation to which it is attached.
(c) Minimum Clearance	Nine feet above sidewalk or walkway. Requires Fire Department review and approval.
(d) Maximum Number of Signs	One per tenant per elevation.
(e) Design	Shall not extend above a building wall. May extend no more than three feet from the façade of a building.
(f) Support	Shall be supported from the side edge of the sign in an approved manner.
(g) Permit Required	Yes.

(4) Wall Signs

(a) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued. Shall not be allowed on accessory structures. Shall not be allowed on any façade (other than the main front of the building) that faces property zoned for single-family uses if the sign is within 150 feet of the property line of said residential property. Tenant within a strip center: Signage shall be restricted to the façade of the applicable tenant space on the building.	
(b) Maximum Effective Sign Area	The total of all effective sign area on each façade, shall not exceed 60 square feet or 20 percent of the façade, whichever is greater. In no instance shall a wall sign exceed the maximum height limitations noted in (c) below. Tenant within a strip center: Shall be measured by the size of the front façade of the applicable tenant space.	
(c) Maximum Height	Height of sign is based on the height of the building: Less than 20 feet: four feet 20 feet to less than 30 feet: six feet 30 feet to less than 40 feet: eight feet	

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	40 feet to less than 50 feet: ten feet 50 feet or greater: 12 feet
(d) Minimum Clearance	9 feet above sidewalk, walkway, or street. If sign is painted on the wall, there is no minimum clearance.
(e) Maximum Number of Signs	Unlimited, however, the individual sign heights may not exceed what is allowed in (c) above, and the total combined area cannot exceed what is allowed in (b) above. Signage for a multi-tenant building with a single entry, shall be limited to a maximum of two signs per elevation of appropriate scale and size identifying the major tenant or name of building.
(f) Design	When projections on the wall face prevent the placement of the sign flat against the wall face, the space between the back of the sign and the wall shall be closed at the top, bottom, and ends with incombustible materials. In no case shall an attached sign project above the roof line or parapet wall of any building.
(g) Permitting Stipulation	Signage for a multi-tenant building with a single entry. Shall be required to provide a letter from the owner of the building authorizing placement of sign and location at permit submittal.
(h) Permit Required	Yes. A sign reface requires a separate permit.

(5) Wayfaring Signs

(a) Location	May be located on private property that is adjacent to public rights-of-way (with written permission from the property owner). May be located within the parkway of public rights-of-way (with permission from the state or county, as appropriate).	
(b) Manner	The number and location of wayfaring signs shall be determined by the city manager.. The cost of production, installation, maintenance, and relocation or removal of the wayfaring signs shall be the responsibility of the permittee, or, if located on private property, the permittee and the property owner shall have joint and several liability.	
(c) Maximum Height	10 feet	

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(d) Maximum Width	6 feet
(e) Color/Theme	Wayfaring Signs shall incorporate logo/artwork approved by City Council.
(f) Permit Required	The City may place or contract for placement of Wayfaring Signs, and as the permitting authority, a permit shall not be required for City installed Wayfaring Signs; however, City may require a third party contractor to obtain a permit for Wayfaring Signs and pay applicable fees.

(6) Window Signs

(a) Location	Shall be affixed to any surface of a window (interior or exterior) or within three feet of the interior window glazing.	
(b) Maximum Total Sign Area	Window signs are exempt from the provisions of this section, provided that not more than 30 percent of the transparent window area is occupied at any one time, regardless of whether the sign covers a single pane or multiple panes.	
(c) Exceptions	Addresses, open/closed signs, hours of operation, and window signs required by City ordinances are exempt from meeting the maximum sign area criteria required in this section of the ordinance.	
(d) Permit Required	No. Window signs shall comply with all conditions and specifications listed above and other applicable provisions herein.	

Sec. 27-32. Temporary Signs allowed in Proposed Downtown Area.

(1) Banner Signs (Temporary)

(a) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued. Shall not face a residential neighborhood unless separated by a major or minor thoroughfare.	
(b) Maximum Total Sign Area	All four corners shall be securely attached to the front, side, or rear surfaces of a building excluding banners located on public school property or church property, which may be affixed to a freestanding support. May not be used as the primary signage for a business.	

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(c) Maximum Total Sign Area	35 square feet.
(d) Minimum Clearance	Nine feet in height above sidewalk or walkway when installed in a location that may restrict pedestrian travel.
(e) Maximum Number of Signs	One at any given time for any given business.
(f) Maximum Number of Occurrences/Year	Three two-week periods per business per calendar year that shall not be consecutive.
(g) Exceptions	A business is permitted to have one banner sign prior to the receipt of a certificate of occupancy. A permit shall be allowed for a period not to exceed 14 days for grand openings. A banner signed approved for a grand opening shall not be counted against the allowed time frames provided in this Section. Banner signs are allowed with a special event permit for 14 days prior to the event and two days after the event is over. Religious organizations that operate in a school or other temporary facility may place a banner during times of worship. The banner cannot be placed earlier than 24 hours prior to worship and shall be removed no later than two hours after worship. The banner shall not count against the businesses' annual allowance.
(h) Duration	Each permit is valid for a two-week period.
(i) Removal	Shall be removed on the day of the expiration of the permit. Special event banner: within 24 hours after the event.
(j) Permit Required	Yes.

(2) Sidewalk Sign (Temporary)

(a) Location	A sidewalk sign may be located on any downtown sidewalk so long as the sign does not obstruct vehicular, bicycle, or pedestrian traffic. Must comply with ADA clearance and accessibility.	
(b) Maximum Effective Sign Area	A sidewalk sign must be no more than 42" tall and 36" wide. The sign face must be no more than six square feet in area	

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(c) Maximum Number of Signs	There may be no more than one sidewalk sign per tenant, generally located adjacent to the primary Facade in front of the business and shall not obstruct ingress and egress to a building or upon a sidewalk or roadway.
(d) Design	No illumination is permitted.
(e) Duration	The sign must be removed and placed indoors at the close of each business day.
(f) Permit Required	Yes, but there is no fee for this sidewalk signs.

Sec. 27-33. Permanent Signs allowed in all other Non-Residential Districts and the ETJ.

In addition to the signs listed in section 27-31, the following signs are allowed in all other non-residential zoning districts and the city's extraterritorial jurisdiction (ETJ).

(1) Canopy Signs

(a) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued. Shall be attached to the face of the canopy band that is parallel to a public street.	
(b) Maximum Effective Sign Area	Ten percent of the area of the building elevation to which it is attached.	
(c) Maximum Number of Signs	One canopy sign per public street frontage.	
(d) Design	Shall only contain the name and/or logo of the company at the location. Pricing and/or sale specials are prohibited. Must not extend outside the overall length or width of the canopy, however, may extend above or below the canopy provided the clear height is met.	
(e) Permit Required	Yes.	

(2) Cantilevered Ground Signs

(a) Location	Permitted in conjunction with commercial uses for which a building permit and/or certificate of occupancy has been issued. Intended primarily for small-scale businesses.	
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	Must be placed a minimum of five feet from the front building line.	 
(b) Maximum Effective Sign Area	8 square feet	
(c) Maximum Number of Signs	One, to be located on the main entrance side of the building.	
(d) Design	Shall only contain the name and/or logo of the company. Pricing and/or sale specials are prohibited. May not be internally illuminated or backlit.	
(e) Permit Required	Yes.	

(3) Crown Signs

(a) Location	Permitted in conjunction with commercial uses for which a building permit and/or certificate of occupancy has been issued. Shall be located on the primary building façade and located on the upper horizontal band of the building that is a minimum of 55 feet in height and four stories. Must be located so as not to cover windows or architectural details	
(b) Maximum Effective Sign Area	Three percent of the area of the facade to which it is attached.	
(c) Maximum Number of Signs	One, to be located on the main entrance side of the building.	
(d) Design	Shall only contain the name and/or logo of the company at the location. Pricing and/or sale specials are prohibited. May be internally illuminated or backlit.	
(e) Permit Required	Yes.	

(3) Drive-through Order Signs

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(a) Location	Permitted in for retail trade or services uses providing drive-through and drive-up facilities which shall be designed and operated to effectively mitigate problems of congestion, excessive pavement, litter, noise, traffic, and unsightliness.		
(b) Maximum Effective Sign Area	40 square feet, each preview/order board. A carhop and/or walk-up menu board shall not exceed 10 square feet in area.		
(c) Maximum Signs Height	Eight feet, unless constructed as part of a rain/shade barrier. A maximum distance off ground shall be 12 inches.		
(d) Maximum Number of Signs	One preview board and one order board shall be permitted for each drive-through/drive-up lane.		
(e) Design	Each drive-through and drive-up access aisle for restaurants shall provide sufficient space before the menu board to accommodate at least four waiting vehicles and at least four waiting vehicles between the menu board and the drive-up window. The Sign Board may modify this standard based on specific site characteristics pursuant to Section 27-27, Waivers and Appeals.		
(f) Permit Required	Yes.		

(4) Monument Signs (Multiple Tenant)

(a) Location	Permitted in conjunction with multiple non-residential uses established on one lot for which a building permit and/or certificate of occupancy has been issued. Minimum 15-foot setback from all property lines.	 
(b) Maximum Total Sign Area	Multi-tenant monument sign adjacent to US Hwy 377: 150 square feet Other multi-tenant monument sign: 96 square feet	
(c) Minimum Base Height	12 inches	

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(d) Maximum Height	Multi-tenant monument sign: 20 feet for commercial centers greater than 100,000 square feet. Multi-tenant monument sign: 15 feet for commercial centers equal to or less than 100,000 square feet. Multi-tenant monument sign adjacent to US Hwy 377: 25 feet. If one or more of the above maximum height calculations conflicts, the lesser height of the two regulations applies.
(e) Maximum Number of Signs per Street Frontage	One per 400 feet of street frontage per lot.
(f) Minimum Spacing between Signs	The distance required between any two multi-tenant monument signs is 200 feet.
(g) Design	Shall be constructed of the same primary masonry materials as the front building façade of the principal building on the same lot and shall be of similar architectural style. Monument signs shall be consistent with the building elements and materials of development. Blank panels shall be installed on monument signs where tenant panels are absent. (see illustrations, above)
(h) Removal	Model home monument sign: Shall be removed prior to final inspection of home when model is transitioned to a single-family dwelling or upon removal of sales trailer from same lot.
(i) Unified Sign Plan Required	See §27-26 for more details on the requirements of the Unified Sign Plan for multi-tenant monument signs and coordination of wall signs within a shopping center.
(j) Permit Required	Yes. A sign reface requires a separate permit.

(5) Monument Signs (Single Tenant)

(a) Location	Single tenant monument sign: Permitted in conjunction with non-residential uses or on a lot containing a multi-family use for which a building permit and/or certificate of occupancy has been issued. Single tenant/multi-tenant monument sign: Minimum 15-foot setback from all property lines.	
(b) Maximum Total Sign Area	Single tenant monument sign adjacent to US Hwy 377: 100 square feet. Other Single tenant monument signs: 64 square feet.	
(c) Minimum Base Height	12 inches.	

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(d) Maximum Height	Single tenant monument sign adjacent to US Hwy 377: 10 feet. Other Single Tenant Monument Sign: eight feet.
(e) Maximum Number of Signs	Single tenant monument sign: One per lot.
(f) Minimum Spacing between Signs	The distance required between any two single tenant monument signs on adjacent properties is 75 feet.
(g) Design	Shall be constructed of the same primary masonry materials as the front building façade of the principal building on the same lot and shall be of similar architectural style. Monument signs shall be consistent with the building elements and materials of development.
(h) Permit Required	Yes.

(6) Wall Signs

(a) Location	Permitted in conjunction with non-residential uses for which a building permit and/or certificate of occupancy has been issued. Shall not be allowed on any façade (other than the main front of the building) that faces property zoned single-family uses if the sign is within 150 feet of the property line of said residential property. Tenant within a strip center: Signage shall be restricted to the façade of the tenant space on the building and is subject to a Unified Sign Plan.	
(b) Maximum Effective Sign Area	The total of all effective sign area on each façade, shall not exceed 60 square feet or 20 percent of the façade, whichever is greater. In no instance shall a wall sign exceed the maximum height limitations noted in (c) below. Tenant within a strip center: Shall be measured by the size of the façade of the tenant space.	
(c) Maximum Height	Height of sign is based on the height of the building: Less than 20 feet: four feet 20 feet to less than 30 feet: six feet 30 feet to less than 40 feet: eight feet 40 feet to less than 50 feet: ten feet 50 feet or greater: 12 feet	

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(d) Minimum Clearance	9 feet above sidewalk, walkway, or street. If sign is painted on the wall, there is no minimum clearance.
(e) Maximum Number of Signs	Unlimited, however, the individual sign heights may not exceed what is allowed in (c) above and the total combined area cannot exceed what is allowed in (b) above. Signage for a multi-tenant building with a single entry: shall be limited to a maximum of two signs per elevation of appropriate scale and size identifying the major tenant or name of building.
(f) Design	When projections on the wall face prevent the placement of the sign flat against the wall face, the space between the back of the sign and the wall shall be closed at the top, bottom, and ends with incombustible materials. In no case shall an attached sign project above the roof line or parapet wall of any building.
(g) Permitting Stipulation	Signage for a multi-tenant building with a single entry: Shall be required to provide a letter from the owner of the building authorizing placement of sign and location at permit submittal.
(h) Permit Required	Yes. A sign reface requires a separate permit.

Sec. 27-34. Permanent Signs Allowed in Residential and Multi-Family Districts and the ETJ (other than the Proposed Downtown Area).

In addition to the signs listed in section 27-31, the following signs are allowed in all other residential and multi-family zoning districts and the city's extraterritorial jurisdiction (ETJ), as indicated.

(1) Residential Subdivision Entrance Sign

(a) Location	Main entrance sign should be placed in HOA-owned median providing a divided entryway into the community.	
(b) Maximum Total Sign Area	Residential subdivision monument signs: 200 square feet.	
(c) Minimum Base Height	12 inches.	
(d) Maximum Height	Residential Subdivision Monument Sign: 12 feet.	
(e) Maximum Number of Signs	One required at main entrance Additional smaller entrance signs may be permitted at other entrances.	
(f) Design	Shall be constructed of the masonry materials or a combination of similar materials to complement the community's architectural style.	

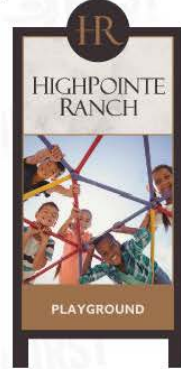
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(g) Lighting	Ground lighting where the light itself and supporting structure are not visible from public right-of-way is allowed. All lighting shall comply with the currently adopted National Electric Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
(h) Permit Required	Yes.
(i) Other Requirements	No such signage will be allowed in the right-of-way. Structures enhancing associated signage may be permitted in the right-of-way upon City Council approval of an encroachment agreement or license and Fire Department review and approval of clearance provisions.

Sec. 27-35. Miscellaneous or Temporary Signs Allowed in All Districts and the ETJ, as indicated.

In addition to the signs listed in section 27-31, the following miscellaneous and/or temporary signs are allowed in all non-residential zoning districts other than the Proposed Downtown Area.

(1) Builder Promotional Signs (Miscellaneous Sign)

(a) Location	Any zoning district outside the Proposed Downtown Area Shall be located on private property that is adjacent to public rights-of-way. May be located within the parkway of public (i.e. state, county, city) rights-of-way (with permission from the entity, as appropriate). Placement of Builder Promotional Signs are subject to TXDOT approval.	
(b) Manner	Signs are permitted at a minimum spacing of 200 feet along a right-of-way and may not be located within 100 feet of a street intersection. The cost of production, installation, maintenance, and relocation or removal of the builder development signs shall be the responsibility of the permittee, or, if located on private property, the permittee and the property owner shall have joint and severable liability.	
(c) Maximum Height	10 feet	
(d) Maximum Width	4 feet	
(e) Maximum Number of Signs	The maximum number of signs is based on length of roadway frontage.	
(f) Permit Required	Yes	

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(g) Site Plan Required	Yes
(h) Duration	Shall be removed prior to the issuance of 90 percent of the home building permits for a subdivision on the property.

(2) Changeable Electronic Message/Reader Board Sign (Miscellaneous Sign)

(a) Location	Changeable Electronic Reader Boards shall be allowed on all permitted monument signs except in the Proposed Downtown Area.		
(b) Maximum Area	Electronic Reader Board may utilize no more than 50 percent of the effective sign area.		
(c)Lighting Restrictions	Changeable Electronic Reader Boards shall come equipped with automatic dimming technology which adjusts the sign's brightness based on ambient light.		
(d) Message/Transitions	One sign per premises shall be allowed as a changeable message sign. Frame duration shall not be less than ten seconds and shall occur simultaneously on the entire electronic sign face. Message transition shall not be greater than one second. Frame effects such as flashing shall be prohibited. May not be used to display commercial messages relating to products or services that are not offered on-premises. May include time and temperature.		
(e) Permit Required	Yes.		

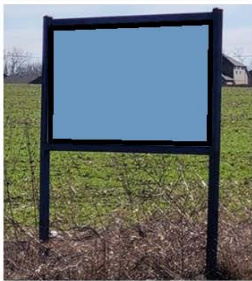
(3) Construction Signs (Temporary Sign)

(a) Location	Any zoning district outside the Proposed Downtown Area. Permitted in conjunction with a construction project. Shall be set on premises out of the right-of-way.
(b) Maximum Effective Sign Area	Sites under ten acres: maximum size is 36 square feet. Sites over ten acres: maximum size is 64 square feet.
(c) Maximum Height	12 feet measured from the ground (including posts).
(d) Maximum Number of Signs	One per major street thoroughfare per property.

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	When a property has more than one major thoroughfare, one sign may be placed along each major thoroughfare.
(e) Minimum Spacing between Signs	A property with more than 200 feet of major thoroughfare frontage is entitled to place one additional temporary construction fence sign with a minimum separation of 200 feet between each temporary construction fence sign.
(f) Removal	Shall be removed prior to the issuance of a certificate of occupancy for the building on the property or the completion of construction. Where the property has multiple buildings with outstanding building permits, the temporary construction fence sign must be removed upon the earlier of: The expiration or termination of all such outstanding building permits, or Prior to the issuance of a certificate of occupancy for the last such building on the property.
(g) Permit Required	Yes

(4) Development Signs

a) Location	Permitted in any zoning district. Shall be located on-site. Shall be setback a minimum of 15 feet from the front property line		
(b) Maximum Effective Sign Area	64 square feet		
(c) Maximum Height	12 feet		
(d) Design	The supporting structure shall be constructed of metal, wood, plastic, or wood-plastic composite		
(e) Lighting	No illumination allowed		
(f) Maximum Number of Signs	One sign shall be permitted adjacent to each street frontage of the property		
(g) Duration	Non-residential property - shall be removed prior to the issuance of a Certificate of Occupancy on the property.		
(h) Permit Required	Yes		
(i) Permitting Stipulation	Permit renewal is required every two years in order to verify duration criteria, property ownership, and maintenance of sign. Permit fee is only required at initial issuance. Failure to renew permit shall result in non-conforming sign status.		

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(5) Flags (Miscellaneous Sign)

(a) Location	Allowed in any zoning district. Shall be located on private real property with the consent of the property owner. No flag shall be placed in or encroach over or onto any public right-of-way or median and shall not be attached to fences or trees. Residential: Shall be placed in ground in the front or rear yard of the lot or attached to the primary structure. Flags may not be attached to a fence.
(b) Maximum Total Area	Residential: 60 square feet. Non-Residential: 100 square feet.
(c) Maximum Height	Residential: 30 feet. Non-Residential: 50 feet.
(d) Maximum Number of Flags per Lot	Residential: Three. Non-Residential: Three.
(e) Support	Flagpoles over 20 feet in height require a professional contractor to install.
(f) Permit Required	No, but shall comply with the above conditions and specifications listed above.

(6) Incidental Signs - (Miscellaneous Sign)

(a) Location	Allowed in any non-residential zoning district. Shall be on-premises. Minimum 20-foot setback from front property line. Shall be attached to the ground. Includes institutional uses.
(b) Maximum Effective Sign Area	8 square feet
(c) Minimum Base Size	12 inches
(d) Maximum Height	4 feet
(e) Maximum Number of Signs	Two per acre per lot
(f) Minimum Spacing between Signs	50 feet
(g) Design	The design, materials, and finish of the base shall match those of the front building façade of the primary structure on the same lot.

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(h) Permit Required	No, but shall comply with the above conditions and specifications listed above.
(i) Fees	No

(7) Inflatable Signs (Temporary Sign)

(a) Location	Any zoning district outside the Proposed Downtown Area. Permitted for grand openings and for holidays and festivals. Shall not be located within required parking spaces, driveways that provide access to parking spaces, or fire lanes, nor shall the sign or its securing devices encroach into the right-of-way.	
	Shall be secured directly to the ground. Shall not be placed on a roof or suspended from a building.	
(b) Maximum Effective Sign Area	48 square feet	
(c) Maximum Height	30 feet	
(d) Maximum Number of Signs	One per premises per event	
(e) Timeframe	Grand openings: Once for each separate certificate of occupancy (CO). Maximum for 15 consecutive days. Must be removed within two days after the scheduled event. City approved special event: Maximum for ten consecutive days. Must be removed within two days after the scheduled event.	
(f) Permit Required	Yes	

(8) Non-Profit Signs (Temporary)

(a) Location	Allowed in any zoning district. Shall be located only on private property that is owned by and utilized for a non-profit purpose. Temporary signs referenced in this section prohibit bandit signs in any location.
(b) Maximum Effective Sign Area	20 square feet

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(c) Maximum Height	6 feet
(d) Maximum Number of Signs	As allowed by the city manager
(e) Duration	May be placed up to 72 hours in advance of an event and removed within 24 hours following the event. In no case shall the temporary sign be displayed on a continuous basis.
(f) Permit Required	No

(9) Outdoor Vending Machine Signs (Miscellaneous Sign)

(a) Location	Allowed in any zoning district. Shall not obstruct pedestrian or vehicular traffic. Shall be directly attached to a vending machine or gasoline pump. Shall be flat and shall not project from the vending machine or gasoline pump. May be displayed 24 hours each day.
(b) Lighting	All lighting shall comply with the currently adopted National Electric Code. Any electrical work that requires an addition or extension of circuits shall require a separate permit.
(c) Permit Required	No, but shall comply with the above conditions and specifications listed above.

(10) Political Signs (Temporary Sign)

(a) Location and State Statutes	Allowed in any zoning district. Texas state law provides certain restrictions on political signage at polling places as well as on private real property. The city hereby incorporates applicable provisions of such state law into this section. V.T.C.A., Local Government Code § 216.903, as amended.	
	State law authorizes the placement of signs that contain primarily a political message on private real property with the consent of the property owner, subject to the following: ° Shall not have an area greater than 36 square feet; ° Shall not be more than eight feet in height;	

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Section 27, SIGN REGULATIONS

	° Shall not be illuminated; or ° Shall not have any moving elements. Signs are not permitted on city property or within any right-of-way, except as required by V.T.C.A., Election Code §§ 61.003 or 85.036, both as amended. Signs shall only be located on private property with the consent of the property owner no closer than ten feet from the edge of the street pavement.
(b) Duration	Shall be removed within ten days after the election day. In the case of a run-off election, signs advertising those candidates who are in the run-off election may be continued to be displayed during the interim period but must be removed within ten days after the run-off election.
(c) Permit Required	No, but must comply with the above conditions.

(11) Scoreboards

Location	Allowed in any zoning district that allows an athletic field or stadium. Shall be constructed within the limits of and be oriented into the athletic field or stadium.
Design/ Electronics	Changeable Electronic Message/Reader Board Component allowed
Permit Required	Yes

(12) Sidewalk Signs (Miscellaneous Sign)

(a) Location	Allowed in any non-residential zoning district. Shall be located a minimum of three feet back from the curb or any adjacent street, drive, or parking lot. Shall be located within ten feet of the business entrance. Shall not be placed in public right-of-way.	
(b) Maximum Height	4 feet	
(c) Maximum width	3 feet	
(d) Minimum Clearance	If placed on or adjacent to a sidewalk or walkway (that is not in a public right-of-way), an unobstructed pedestrian clearance of at least four feet in width shall be provided adjacent to the sign.	

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(e) Maximum Number of Signs	One per business
(f) Minimum Spacing between Signs	30 feet
(g) Illumination	Shall not be illuminated.
(h) Timeframe	May be placed on properties during business hours only
(i) Permit Required	No, but shall comply with the above conditions and specifications listed above

(13) Vehicular Signs

(a) Location	Allowed in any zoning district outside the Proposed Downtown Area or any residential district. During periods of inactivity, such vehicle with prominent signage may not be parked in the parking lot or placed in such a manner that the sign is readily visible from adjacent public rights-of-way and is primarily being used as a sign. Such vehicles may not be parked in the parking bay immediately adjacent to the street frontage. Vehicles with prominent signage are in violation only if the vehicle is parked in a manner that the signage on the vehicle is acting as a sign for an extended period of time and where it is visible from the street. All vehicles parked on a public street and/or a commercial parking lot must be operable, currently registered, and actively used in the daily function of the business to which such signs relate or for transporting employees to and from the premises. "For Sale" signs placed in or on vehicles when the vehicle is parked or placed in a manner that the sign is readily visible from adjacent public rights-of-way are prohibited with the exception that one vehicle containing a "For Sale" sign parked or placed at an approved parking space associated with a single-family, two-family, townhome, or multi-family dwelling unit is allowed.		
(b) Permit Required	No, but shall comply with the above conditions and specifications		

(14) Residential Signs

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(a) Location	Any residential zoning district. Permitted on a lot containing a single-family, two-family dwelling or multi-family dwelling. Also permitted on a residentially zoned lot owned by a HOA or property owners' association.	
	Shall be located only on private property with the consent of the property owner. Shall not be placed closer than ten feet from the edge of the street pavement.	
(b) Maximum Effective Sign Area	4 square feet	
(c) Maximum Height	3 feet	
(d) Maximum Number of Signs	2 per lot	
(e) Permit Required	No, but shall comply with the conditions and specifications listed above	

(15) Yard/Garage Sale Signs

(a) Location	Allowed in any zoning district. Shall be located on private property with the consent of the property owner. Shall not be permitted in the right-of-way, public property, or utility pole	
(b) Sign Type	Maximum size 24 X 30 inches	
(c) Timeframe	The signs shall not be displayed for more than 72 consecutive hours and shall be removed by 8:00 am on the day following the conclusion of the garage sale.	
(d) Confiscation	Signs in violation of this section may be confiscated and destroyed without notice by the city.	
(e) Permit Required	Yes. A permit is required for each garage sale. There is no fee for the permit. A maximum of two permits for a maximum of three days shall be issued per property per calendar year.	



**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

Consideration and action on a Resolution granting a petition requesting annexation into the corporate limits of the City of Aubrey by SWC 428/McNatt, L.P., owner of approximately 3.77 acres, consisting of two parcels being an approximate 2.03 acres of land, legally described as being Lot 1, Block A of Winterhaven 7 Addition, an Addition to the City of Aubrey, Denton County, Texas and being an approximate 1.74 acre tract of land situated in the Francisco Trevino Survey, Abstract No. 1243, Tract 50A, Denton County, Texas, and including any and all rights-of-way adjacent; being generally located at 6150 McNatt Road and 1710 Springhill Road, setting a public hearing for the annexation and authorizing the City Secretary to cause notice of the hearing; and authorizing staff to negotiate and enter into a written services agreement with the property owner. (Cencor Development)

Staff Contact

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

Summary

This item is for the Cencor Development located at the corner of Sprinhill Road (FM 428) and McNatt. Cencor Acquisition Company, Inc. entered into a development agreement in March for a commercial development to be located within the city limits of Aubrey.

This petition satisfies the next step in the process, allowing for annexation and zoning.

Financial Summary

NA

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to approve the resolution.

RESOLUTION NO. 1011-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, GRANTING A C-3 VOLUNTARY PETITION REQUESTING ANNEXATION INTO THE CORPORATE LIMITS OF THE CITY OF AUBREY BY THE PROPERTY OWNER OF AN AREA TOTALING AN APPROXIMATE 3.77 ACRES, CONSISTING OF TWO PARCELS BEING AN APPROXIMATE 2.03 ACRES OF LAND, LEGALLY DESCRIBED AS BEING LOT 1, BLOCK A OF WINTERHAVEN 7 ADDITION, AN ADDITION TO THE CITY OF AUBREY, DENTON COUNTY, TEXAS AND BEING AN APPROXIMATE 1.74 ACRE TRACT OF LAND SITUATED IN THE FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243, TRACT 50A, DENTON COUNTY, TEXAS, AND INCLUDING ANY AND ALL RIGHTS-OF-WAY ADJACENT; BEING GENERALLY LOCATED AT 6150 MCNATT ROAD AND 1710 SPRINGHILL ROAD; PROVIDING FOR THE INCORPORATION OF FINDINGS; 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; PROVIDING A SEVERABILITY CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City received a petition requesting voluntary annexation from the property owner (the “Owner”) of the Area (defined herein) containing all elements required by Section 43.0671 of the Texas Local Government Code (the “Petition”), attached hereto as Exhibit “A” and incorporated as if set forth fully herein; and

WHEREAS, a legal description and geographical depiction of the Area proposed to be annexed is included in the Petition, attached hereto as Exhibit “A”, including any and all adjacent rights-of-way to be annexed (together the “Area”); and

WHEREAS, the City Council of the City (the “City Council”) directs publication, mailing and distribution of notice(s) for a public hearing, as required by Chapter 43 of the Texas Local Government Code, to consider the annexation of the Area; and

WHEREAS, the City Council has investigated into, has determined and officially finds that no part of the Area is within the extraterritorial jurisdiction of any other incorporated city or town and is located within the extraterritorial jurisdiction of the City; 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 Area 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 City Council has found and determined that the Petition is appropriate and that it is in the best interest of the City to grant the Petition.

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

Section 1. Findings Incorporated. The recitals and findings set forth above are true and correct and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2. Petition Considered. The City Council hereby grants the Petition requesting the annexation into the corporate limits of the City by the Owner of the Property.

Section 3. Calling of Public Hearing and Providing Notices.

A. Calling of Public Hearing. The City Council hereby calls a public hearing about annexation of the Area, at which members of the public shall be given an opportunity to be heard at the following location and on the following date and time:

**Aubrey City Council Chambers
226 Countryside Drive
Aubrey, Texas 76227
July 24, 2025 at 6:00 p.m.**

The ordinance annexing the Area may be adopted immediately following the public hearing called above.

B. Notice of Public Hearing. The City Secretary is hereby authorized and directed, in accordance with Chapter 43 of the Texas Local Government Code, to cause notice of the public hearing called by Section 3.A., on or after the twentieth (20th) day but before the tenth (10th) day before the date of such public hearing, to be (i) published once in a newspaper having general circulation in the City and in the above-described territory, (ii) mailed to any school district or public entity providing services to the Area, and (iii) posted on the City's website.

Section 4. Written Services Agreement. 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 proposed area of annexation. The City Manager, or his designee, is hereby authorized to execute said agreement.

Section 5. Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution 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 Resolution, since the same would have been enacted by the City Council without the incorporation of this Resolution of any such unconstitutional phrase, clause, sentence, paragraph, or section.

Section 6. Open Meetings. That it is hereby found and determined that the meeting at which this Resolution was passed was open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Texas Government Code.

Section 7. Effective Date. This Resolution shall become effective from and after its adoption.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of the City of Aubrey, Texas, on this 26th day of June, 2025.

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

Exhibit "A"
PETITION INCLUDING LEGAL DESCRIPTION AND DEPICTION OF AREA

APR 24 2025 AM 11:51

VOLUNTARY PETITION FOR ANNEXATION

TO: THE MAYOR AND GOVERNING BODY OF THE CITY OF AUBREY,
DENTON COUNTY, TEXAS:

SWC 428/McNatt, L.P., a Texas limited partnership, owner of the hereinafter described tract or parcel of land ("Property") hereby voluntarily petitions the City Council of the City of Aubrey, Texas, to annex the to annex the Property and extend the present city limits and extraterritorial jurisdiction so as to include as part of the City of Aubrey, Texas, the Property, containing approximately ± 3.77 acres of land, described as follows:

Approximately ± 3.77 acre(s) being more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof.

I certify that the above-described Property is contiguous and adjacent to the City of Aubrey, Texas, is wholly within the extraterritorial jurisdiction of the City of Aubrey and is not located in the extraterritorial jurisdiction of any other municipality, and that this petition is signed and duly acknowledged by each and every person, corporation, or entity having an ownership interest in said Property.

[SIGNATURE PAGE TO FOLLOW]

Respectfully submitted this 23 day of April, 2025.

SWC 428/McNatt, L.P.,
A Texas limited partnership

By: GP SWC 428/McNatt One, LLC
A Texas limited liability company,
its general partner

By: [Signature]
Name: R. Marshall Mills
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on this the 23 day of April,
2025 by R. Marshall Mills of GP SWC 428/McNatt One, LLC, a
Texas limited liability company, a general partner of SWC 428/McNatt, L.P.



[Signature]
Notary Public in and for the
State of Texas

Victoria Reynoso
Name printed or typed
My commission expires: 02/19/2029

(SEAL)

**EXHIBIT A
LEGAL DESCRIPTION**

TRACT 1:

Being Lot 1, Block A, of WINTERHAVEN 7 ADDITION, an Addition to the City of Aubrey, Denton County, Texas, according to the Plat thereof recorded in cc# 2016-2135, Real Property Records, Denton County, Texas.

TRACT 2:

BEING all that certain lot, tract or parcel of land situated in the Francisco Trevino Survey, Abstract No. 1243, Denton County, Texas, being a part of a tract of land described in deed to Sandra Jane Harting, recorded under Instrument No. 2005-160025, Deed Records, Denton County, Texas (D.R.D.C.T.), and being more particularly described by the following metes and bounds description:

BEGINNING at a 1/2 inch iron rod found for corner in the South line of E. Farm to Market 428, at the Northwest corner of Lot 1, Block A, Winterhaven 7 Addition, an Addition to the City of Aubrey, Denton County, Texas, according to the Plat thereof recorded under Instrument No. 2016-2135, Plat Records, Denton County, Texas (P.R.D.C.T.), at the Northeast corner of said Harting tract;

THENCE South 00 deg. 18 min. 43 sec. West, a distance of 469.67 feet to a fence post for corner at the Southwest corner of Lot 2 of said Block A, at the Northwest corner of Lot 3 of said Block A:

THENCE South 88 deg. 07 min. 58 sec. West, a distance of 105.14 feet to a fence post for corner;

THENCE North 37 deg. 51 min. 05 sec. West, a distance of 51.32 feet to a fence post for corner;

THENCE North 51 deg. 08 min. 39 sec. West, a distance of 50.15 feet to a fence post for corner, being the beginning of a curve to the right having a central angle of 42 deg. 59 min. 22 sec., a radius of 105.51 feet, and a chord bearing and distance of North 32 deg. 51 min. 20 sec. West, 77.32 feet;

THENCE Northwesterly along said curve to the right an arc distance of 79.17 feet to a fence post for corner, being the beginning of a curve to the right having a central angle of 18 deg. 17 min. 34 sec., a radius of 186.79 feet, and chord bearing and distance of North 01 deg. 45 min. 57 sec. West, a distance of 59.38 feet;

THENCE Northwesterly along said curve to the right an arc distance of 59.64 feet to a fence post for corner, being the beginning of a curve to the right having a central angle of 31 deg. 00 min. 48 sec., a radius of 73.39 feet, and a chord bearing and distance of North 26 deg. 48 min. 46 sec. East, 39.24 feet;

THENCE Northeasterly along said curve to the right an arc distance of 39.73 feet to a fence post for corner;

THENCE North 43 deg. 50 min. 46 sec. East, a distance of 79.69 feet to a fence post for corner, being the beginning of a curve to the left having a central angle of 43 deg. 01 min. 00 sec., a radius of 78.63 feet, and a chord bearing and distance of North 27 deg. 46 min. 42 sec. East, 57.66 feet;

THENCE Northeasterly along said curve to the left an arc distance of 59.04 feet to a fence post for corner;

THENCE North 01 deg. 10 min. 31 sec. East, a distance of 119.92 feet to a fence post for corner;

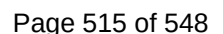
THENCE North 54 deg. 33 min. 06 sec. East, a distance of 22.17 feet to a 1/2 inch yellow-capped iron rod set for corner in the said South line;

THENCE North 89 deg. 42 min. 07 sec. East, a distance of 101.67 feet to the PLACE OF BEGINNING and containing 76,001 square feet or 1.74 acres of land.

TRACT 3: Easement Estate

Non-exclusive easement rights as set forth in Easement Agreement for Access, executed by Sandra Jane Harting AKA Sandra Jane Holt to BINYO PROPERTIES LLC, dated 06/30/2022, filed 06/30/2022, recorded in cc# 2022-96516, Official Public Records, Denton County, Texas.

EXHIBIT B
LEGAL DEPICTION





**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

Consideration and action on a Resolution of the City Council of the City of Aubrey, Texas approving a Development Project of the Aubrey Municipal Development District for the purchase of real property for development purposes; approving the issuance of a Sales Tax Revenue Note by the Aubrey Municipal Development District to finance the purchase of real property for a Development Project in a principal amount of \$1,300,000; approving the District Project and Loan; and providing an effective date.

Staff Contact

Christine Gossett, MDD Executive Director
cgossett@aubreytx.gov
940-440-9343

Summary

The Aubrey MDD Board Economic Development Strategic Plan, which was approved November 19, 2024, is a 5-year plan with several goals to attract, retain, and develop businesses, as well as develop and enhance new and existing commercial districts and properties. These major goals will require the MDD to purchase land, property, enter public/private partnerships, and build or improve existing MDD properties.

The board has identified and authorized a Development Project at the June 16, 2025, Special Meeting and adopted a Resolution authorizing the Development Project and authorizing the issuance of Sales Tax Revenue Note in the amount of \$1,300,000.00 and selecting a 10-year term with monthly payments.

Financial Summary

The Development Project for future business development has project cost of \$1,300,000.00. To ensure cash availability to execute a project for the purchase of real property, the MDD will need to borrow funds. We anticipate using projected surplus funds which are expected to be generated from excess of Sales Tax Revenues exceeding expected costs to meet debt service obligations in the future. The fiscal year 2024-2025 MDD budget reflects a surplus of \$319,261. Additionally, the budget includes \$450,000 of discretionary one-time expenses (\$150,000 each for: 1. Property Purchase, 2. Grant Match, and 3. Economic Incentives). The combined total of \$769,261 (\$319,261 + \$450,000) is available for funding debt service obligations. Additionally, the existing retained surplus funds generated in prior years are also available for MDD projects and debt service requirements.

Staff Recommended Action

Approve

Staff Recommended Motion

Staff recommends a motion to approve the Resolution approving the Development Project.

The City Council may also Approve with Conditions, Table, or Deny the item.

**CITY OF AUBREY, TEXAS
RESOLUTION NO. 1012-25**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS APPROVING A DEVELOPMENT PROJECT OF THE AUBREY MUNICIPAL DEVELOPMENT DISTRICT FOR THE PURCHASE OF REAL PROPERTY; APPROVING THE ISSUANCE OF A SALES TAX REVENUE NOTE BY THE AUBREY MUNICIPAL DEVELOPMENT DISTRICT TO FINANCE THE PURCHASE OF SUCH PROPERTY FOR A DEVELOPMENT PROJECT; PROVIDING THE INCORPORATION OF PREMISES; APPROVING THE DISTRICT PROJECT APPROVING A LOAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Aubrey Municipal Development District (the “District”) is a political subdivision of the State of Texas and the City of Aubrey, Texas (the “City”), created pursuant to Chapter 377 of the Texas Local Government Code, as amended (collectively the “Act”); and

WHEREAS, the District was created for the purpose of developing and financing all development projects, as that term is defined in Section 377.001(3) of the Act; and

WHEREAS, pursuant to Section 377.071 of the Act, a Municipal Development District may acquire, sell, lease, convey, or otherwise dispose of property or an interest in property; and

WHEREAS, pursuant to Section 377.073 of the Act, the District is authorized issue bonds or other obligations to pay the costs of a development project, which is defined by Section 377.001(3), being a “project” as that term is defined by Sections 505.151-505.158, Texas Local Government Code, as amended; and

WHEREAS, pursuant to Section 505.158 of the Texas Local Government Code, as amended, the District may undertake a project that the District’s Board of Directors (the “Board”) determines will promote or develop new or expanded business enterprises and create or retain primary jobs in the City; and

WHEREAS, the Board previously approved the purchase of property for development purposes, including the land, buildings, and facilities, located in the City (“District Project”) and found that such District Project is an authorized development project under the Act; and

WHEREAS, the Board has further approved the issuance of its 2025 promissory note (the “Note”) in the maximum principal amount of \$1,300,000 in accordance with that certain loan agreement (the “Loan Agreement”) by and among the District and PointBank (the “Lender”) to finance the costs of the District Project (collectively the “Loan”); and

WHEREAS, the District’s bylaws require approval of the District Project and the Loan by the City Council (“City Council”) of the City.

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

Section 1. Incorporation of Premises. Each of the recitals set forth above in the preamble to this Resolution are true and correct legislative findings of the City Council and are incorporated into the body of this Resolution for all purposes..

Section 2. District Project. The City Council hereby approves the District Project as described more fully in the preamble of this Resolution

Section 3. Loan. The City Council hereby approves the Loan in the maximum principal amount of \$1,300,000 as described more fully in the preamble of this Resolution.

Section 4. Effective Date. That this Resolution shall take effect immediately upon its approval by the City Council.

AND IT IS SO RESOLVED.

PASSED AND ADOPTED this 26th day of June, 2025.

CITY OF AUBREY, TEXAS

By: _____
Chris Rich, Mayor

ATTEST:

By: _____
Jenny Hicks, City Secretary

APPROVED AS TO FORM:

By: _____
Patricia A. Adams, City Attorney



**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

Receive a presentation and hold a discussion regarding submissions received in response to RFQ No. 2025-02 for architectural services related to design of the future Sports Complex; consider and take appropriate action regarding the selection of a firm to provide professional services related to the planning, needs assessment, concept development, construction plans, and cost estimations for the future Sports Complex, and authorize the City Manager to negotiate and execute necessary documents.

Staff Contact

Kurt Karnowski, Parks & Recreation Superintendent
kkarnowski@aubreytx.gov
940-440-9343

Summary

The City of Aubrey issued RFQ No. 2025-02 for architectural services related to Sports Complex Design. This effort seeks to support the City's need for an Outdoor Sports Complex.

A total of **13 firms** submitted qualification packages by the deadline. Each submission was reviewed and scored individually by a selection committee consisting of:

- **Charles Kreidler**, City Manager
- **Chief Eric Schlotter**, Aubrey Fire Department
- **Kurt Karnowski**, Parks Superintendent
- **Rachel Evans**, Operations Administrative Coordinator

Evaluators used the scoring rubric published in the RFQ, focusing on the proposer's understanding of the project, personnel qualifications, relevant experience, and client references. The selection process was highly competitive. All three shortlisted firms submitted superior proposals, with strong qualifications, experience, and demonstrated capabilities. The final recommendation was a difficult decision that reflects the City's commitment to selecting the most suitable long-term partner.

Evaluation Summary

The composite scoring results for the three top firms are presented below:

Firm	Charles Kreidler	Chief Schlotter	Kurt Karnowski	Rachel Evans	Composite Score	Rank
Westwood	0.915	0.94	0.98	0.96	0.9488	1
Lose Design	0.91	0.88	0.95	1	0.9350	2
CEI	0.905	0.89	0.95	0.99	0.9338	3

While all three firms were considered responsive and qualified, Westwood stood out for its superior alignment with the City's objectives, multidisciplinary team strength, and data-driven planning methodology.

Recommendation

Based on the evaluation results, the staff recommends that Westwood be selected as the most qualified firm to provide architectural services for the Sports Complex Design. Westwood clearly understood Aubrey's need for a well-designed sports complex, provided a highly experienced multidisciplinary team, and proposed a collaborative, data-driven approach to planning and design.

Financial Summary

NA

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to authorize the city manager to negotiate with Westwood on a professional services agreement.



**RFQ NO. 2025-02
REQUEST FOR STATEMENTS OF QUALIFICATIONS
CITY OF AUBREY OUTDOOR SPORTS COMPLEX DESIGN**

Due By:

April 7, 2025

11:30 AM CST

@

City of Aubrey

City Hall

107 S. Main Street

Aubrey, Texas 76227

A. INTENT OF PROPOSAL

The City of Aubrey, Texas (the "City"), is soliciting Statements of Qualifications (SOQ) from interested and qualified professionals to provide a design and bid package and oversee the construction of an Outdoor Sports Complex and accessories with approximately four ballfields, three soccer fields, a playground, a concession area, and parking lots. The City reserves the right to accept or reject any or all proposals for any reason it finds to be in the City's best interest.

This is the first phase of a two-step process. Proposers will be ranked based upon qualifications identified and weighted in accordance with Section F," Selection Criteria," and the City will request proposals from the most qualified firm(s) based upon experience and qualifications and begin negotiations in accordance with State law. The City reserves the right but is not obligated to interview any or all firms submitting proposals to determine qualifications.

B. SCOPE OF SERVICES

The Selected Proposer will provide services including, but not limited to:

The design of a Sports Complex that includes four ballfields, three soccer fields, playground, concession area, restrooms, parking and accessories (lighting, fencing, entry way, signage, roadway, underground utilities, drainage, bleachers, play equipment, maintenance facility, etc.) on an approximate 18-acre tract of land.

The following is a preliminary summary of the scope of services. The final scope of services may change based on the negotiation process. The Consultant/firm shall be a licensed Civil Engineer and Registered Landscape Architect in Texas.

TASK 1. CONCEPTUAL PLAN:

1. The staff will schedule the first public meeting for input from the Park Advisory Board.
2. The Consultant shall prepare a Conceptual Plan/Preliminary Design for approval by the City before commencing final design. The Consultant shall perform a comprehensive field visit and provide the best feasible construction design concept plan. Said plan shall indicate and summarize the Consultant's professional opinions/findings relative to the proposed methods and materials for construction of the Project. Proposed general grades and cross sections shall be included.
3. The Consultant shall present the conceptual plan/preliminary design to the Park Advisory Board at a public meeting for discussion, modification, and/or approval. Once the preliminary design has city approval, the final design plans may commence.

TASK 2. FINAL PLANS:

1. Prepare improvement plans for construction improvements. The Consultant shall perform a comprehensive field visit and provide the best feasible construction design in accordance with current ballfield standards. The consultant shall obtain the City's approval before proceeding with final design drawings. The final improvement plans shall consist of a minimum of a title sheet, erosion control plan, grading and drainage plan with cross sections, utility plan with profiles, and associated civil design detail sheets.
2. Preparation of erosion control plans and a Storm Water Pollution Prevention Plan ("SWPPP") are required. As the City's agent, the Consultant shall be responsible for providing electronic information and documents to the State of Texas Commission on Environmental Quality. A certified Qualified SWPPP Developer shall prepare the SWPPP.
3. The sixty percent (60%) and one hundred percent (100%) submittals as shown in Task 9, shall include a comprehensive quantity takeoff and

engineering cost estimate, which shall be presented separately for each schedule of work.

4. If feasible, an aerial strip map shall be combined with the CAD plan view or placed above and parallel to the proposed plan view to demonstrate existing field conditions pictorially. Said map shall extend at least twenty-five (25) feet outside the existing street right-of-way.

TASK 3. SPECIFICATIONS AND BID PROPOSAL DOCUMENTS:

1. Prepare technical specifications and required special provisions applicable to the project, utilizing the City adopted standards (2021 International Building Code, 2023 National Electrical Code, Technical Construction Standards and Specification Manual and the most current Edition of the NCTCOG Standard Specifications for Public Works Construction) as necessary.
2. Prepare general and technical specifications.

TASK 4. CONSTRUCTION COST ESTIMATE:

1. Prepare an engineer's cost estimate for the Project construction line items. The estimate will be used to prepare a project's unit price bid document.

TASK 5. PROJECT DESIGN COORDINATION AND MEETINGS:

1. The Consultant shall coordinate design activities with all outside third-party agencies, including, but not limited to, utility companies and other local, State, and Federal agencies.
2. The Consultant will present a monthly progress report to the City. Included should be a summary of the work accomplished during the preceding month, with an account of any significant problems encountered, total effort expended by task, broken down into staff levels utilized, number of hours spent, and percentage of project completion by task.

3. Close coordination with the city during the plan preparation is essential to the Project. The Consultant shall provide semimonthly (or as to be determined) representation for coordination meetings with the City's staff. The purpose of these meetings will be to report on progress and discuss and resolve any difficulties and issues.
4. The Consultant shall prepare minutes of meetings for all the meetings attended and deliver them to the City within five (5) working days from the meeting date. These minutes shall be forwarded to the City for review and comment.

TASK 6. SERVICES DURING CONSTRUCTION:

1. The Consultant shall participate in the pre-bid construction meeting to assist with any clarification and shall provide services during the construction to clarify any questions, perform field visits, and fill in the engineering record file. The consultant shall revise the plans as part of the fixed fee if there is a need for clarification or adjustments due to field conditions differing from the plans. The Consultant will serve as the city representative to oversee the construction project.

TASK 7. AS-BUILT PLANS:

1. The Consultant shall prepare one (1) set of As-Built Plans, blue lines, and CDs (AutoCad) following the final acceptance of construction. This plan shall show any modifications made in the field not reflected on the approved plans.

TASK 8. GEOTECHNICAL REPORT:

1. The Consultant shall provide a geotechnical report for the Project site. The report shall outline the necessary preparation of the soils to construct the Project. The study shall include foundation recommendations and subgrade preparation, at minimum.

TASK 9 DELIVERABLE ITEMS:

1. The Consultant will be required to verify and defend that all information submitted as services rendered is accurate and current. Furthermore, the Consultant will be required to document all compiled information's source(s). All information generated as part of the Consultant's or sub-consultant's work shall become part of the City record on the Project. The Consultant shall submit the following items to the City for the plan check review in three (3) design stages.

Please note that the conceptual plans must be approved before the following:

1. Sixty-five percent (60%) complete submittal:
 - a) Two (2) copies of the topographic survey.
 - b) Two (2) copies of improvement plans/architectural plans.
 - c) Two (2) copies of geotechnical report and recommendations.
 - d) Two (2) copies of the draft construction quantity and cost estimates.
2. Ninety-five percent (95%) complete submittal:
 - a) Two (2) copies of improvement plans/architectural plans.
 - b) Two (2) copies of SWPPP and erosion control plan.
 - c) Two (2) copies of the draft general and technical specifications.
 - d) Two (2) copies of the draft quantity and cost estimates.
3. One hundred percent (100%) complete submittal:
 - a) Original negatives and aerial photographs.
 - b) Two (2) copies of the topographic survey including digital file and field survey.
 - c) Two (2) copies of improvement/architectural plans including AutoCAD 2006 or e) higher DWG Files.
 - d) Two (2) copies of final general/technical specifications, bid documents, and final.
 - e) Construction quantity and cost estimates.
 - f) Two (2) copies of SWPPP and erosion control plan. Upon review of the one hundred percent (100%) submittal and incorporating all the City's review comments, the Consultant will submit one (1) set of plans to the City.

4. The Consultant shall also submit a digital copy of the plans in AutoCAD to the City. Note: Plans are to be made for a recent version of AutoCAD with final submittal and drawing files on disks. Special provisions are to be in Microsoft Word. The design shall be in accordance with the best design practices utilizing the appropriate standard of care for architectural and civil engineering projects. All products will be submitted through the performance period according to the agreed schedule.
5. The City will review the product to ensure it meets the contract terms and scope of work. If the product is not acceptable, the Consultant will be advised not to proceed with the next phase of the contract until the product is deemed acceptable by the City and any required revisions have been performed at no additional cost to the City.
6. It is the Consultant's responsibility to research all information, such as existing records and documents, to complete the Project. The duration of any contract executed due to this RFQ process will be determined based on the schedule provided by the chosen Consultant and as mutually agreed upon by the Consultant and the City. The City is not obligated to award a contract under this RFQ, and the decision to offer such shall lie solely with the City.

C. STATEMENT OF QUALIFICATIONS

Proposals must include the following:

1. Provide a brief description of the firm,
 - a) Name, address, phone, fax, email, Federal ID#, and website (if applicable).
 - b) Date the firm was established under the name given.
 - c) Type of ownership or legal structure of the firm. (Corporation, joint venture, partnership)
 - d) Incorporation by the Secretary of State and current Texas Professional License.
 - e) Brief history of the firm.

- f) Certified minority business enterprise status.
2. Provide your approach and understanding of the project. This should be a narrative description and any applicable illustrations to show that the firm understands all elements of the RFQ.
 - a) Describe your proposed approach to carrying out the work outlined in the scope of services.
 - b) Describe the firm's ability to work with the Public on design
 - i) Type of past meetings
 - ii) Content and structure of meetings
 - iii) How the public helped with the design
 - iv) End result.
 3. Provide the firm's personnel structure and background. Provide an organizational chart and resumes for all key personnel and their office addresses.

This will include management and technical staff. Give a brief resume of personnel to be assigned to the project, including, but not limited to, the following information:

- a) Name and title.
 - b) Job assignment for other projects.
 - c) Percentage of time to be assigned full time to this project.
 - d) How many years with this firm.
 - e) How many years with other firms.
 - f) Experience.
 - a. Types of projects,
 - b. Size of projects, and
 - c. What were the specific project involvements?
 - g) Education.
 - h) Active registration(s) and certification(s).
 - a. Provide all required licenses and certificates.
 - i) Other experience and qualifications that are relevant to this project.
 - j) Describe how the organizational structure will ensure orderly communication, distribution of information, effective coordination of activities, and accountability.
4. Please provide the firm's project history. Major consideration will be given to the successful completion of sports complex projects

comparable in design, scope, and complexity. Include no more than 10 projects completed over the last eight (8) years. You may include substantially complete projects in the detailed design phase (but at least 50% of the projects listed should be completed and in service).

Include no more than one (1) page of information for each project.

- a) Number of parks completed in the last 5 years.
- b) Experience with similar sized projects.
- c) Cost of projects.
- d) Size of projects.
- e) Location of projects.
- f) Number of components (vertical and horizontal).
- g) Access roads, stormwater, lighting, seating, walking parks, playgrounds, etc.
- h) Contact information for clients.

- 5. Describe your firm's knowledge of the City of Aubrey and the surrounding region, including understanding current growth patterns, economic trends, and projected development. Please explain how this knowledge will inform your approach to designing a state-of-the-art sports facility for our community.
- 6. Provide at least five (5) references from similar projects.
- 7. Identify any litigation, arbitration, and/or mediation related to your firm's services for the past 5 years with a description of outcome for each such instance. This description should include instances where the firm was directly involved as a party or a firm client was involved as a party.

D. CONFLICT OF INTEREST/REFERENCES

Respondents are requested to include a Conflict-of-Interest Questionnaire as confirmation that your firm's retention as consultant will not result in any conflict of interest with the City. This would include, but is not limited to, any conflicts arising from relationships (both direct and indirect). Should a conflict

of interest potentially exist, the prospective consultant must specify the party with which such conflict may exist, the nature of the potential conflict, and any resolution proposed. The firm awarded the contract by City Council will be required to complete and return a Form 1295-Certificate of Interested Parties.

E. RECEIPT OF PROPOSALS

All Submittals are to be on 8 ½" x 11" paper or if larger documents are required, they are to be folded to 8 ½" x 11" size. Submittals should be bound with comb binding. Submittals shall be prepared simply and economically, providing a straightforward, concise delineation of Respondent's capabilities to satisfy the requirement of the RFQ. Elaborate binding, colored displays, and promotional material are not desired; however, technical literature may be included as attachments to the Submittal. Submit one (1) original clearly labeled "Original", three (3) copies clearly labeled "Copy" and one (1) electronic version of the package. The submittal package shall be sealed and clearly marked on the shipping material:

RFQ NO. 2025-02 City of Aubrey Sports Complex
City of Aubrey
City Secretary, Jenny Hicks
107 South Main Street
Aubrey, TX 76227

Please also provide an electronic copy of the Proposal utilizing a USB flash drive.

Proposals must be received no later than **11:30 AM CST on Monday, April 7, 2025**. Late submissions will not be considered and will be returned unopened.

It is the sole responsibility of the Respondent to ensure that the Submittal is received on time.

Special Accommodation: Any person requiring a special accommodation at a Pre-Submittal Conference or Submittal opening because of a disability should call the City Secretary at (940) 440-9343 at least five (5) workdays prior to the Submittal opening.

Respondents shall submit all questions, in writing, to the City Secretary at jhicks@aubreytx.gov. All questions shall be submitted no later than 5:00 pm (CDT) on Friday, March 21, 2025.

If any addenda are issued after the initial specifications are released, the City will post the addenda on the City of Aubrey website. It is the responsibility of the Respondent prior to submission of any Submittal to check the website or contact the City Secretary to verify any addenda issued. The receipt of all addenda must be acknowledged on the submittal packet.

F. SELECTION CRITERIA

The City will evaluate proposals based on the following criteria:

Criteria	Points
• Approach and Understanding of the Project	20
• Personnel	25
• Project History	40
• References	15

Respondents SHALL NOT include any fee schedules or project cost estimates for services in their submittals. Upon selection of the most qualified provider in accordance with Texas Government Code § 2254.004, the City will begin engage in negotiations with the firm ranked as the most qualified with the objective of negotiating contractual terms, including fair and reasonable fees, with the most qualified provider in accordance with Texas

Government Code § 2254.003. If negotiations with the firm ranked as number one fail, the City will continue negotiations with firms in the order of their respective ranking based upon the Criteria specified above.

The award of a contract for the services shall be made to the responsible proposer whose Qualifications is determined to be the best and most qualified evaluated offer resulting from negotiations considering the evaluation set forth above in this Request for Qualifications.

Confidentiality. Information provided in a Qualification submitted shall not be disclosed to competing proposers until a contract for the services is awarded. After a contract for services is awarded, Qualifications shall be opened for public inspection. DO NOT put anything that you consider proprietary or confidential in your proposal. The City is subject to and complies with the Texas Public Information Act and will not be responsible for release of firm's proprietary information.

Identification: A firm's proposal shall provide the name, location, telephone number, fax number, email address and cell phone number for the person responsible for the submission of the firm's proposal, and other contact information for the firm. The signatory on the firm's proposal must certify that he/she is authorized to sign the proposal, negotiate, and execute a contract on behalf of the firm.

The successful Firm shall, within 10 days after receipt of the Notice of Award provide a Professional Services Agreement, signed and delivered to the City for consideration. The awarded Firm shall also deliver the policies of insurance or insurance certificate as required. The term of the agreement shall commence upon execution by the City and continue in effect through project completion.

SCHEDULE FOR PROPOSAL SUBMISSION

The City will make every effort to adhere to the following schedule:

- City of Aubrey Website Posting March 7, 2025
- Notice of RFQ in Official Newspaper March 7, 2025

- 2nd Notice of RFQ in Official Newspaper March 14, 2025
- City Contact to Answer Questions March 28, 2025
- RFQ Due April 7, 2025



**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

Consideration and action on an Ordinance amending the Fiscal Year 2025 Budget

Staff Contact

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

Summary

At the June 14, 2025 budget workshop, the Council approved several items (see Exhibit I attached) to be added to the Fiscal Year 2025 Budget. Council approval was based on the projected Fiscal Year 2025 General Fund surplus of \$1,617,348 and Enterprise Fund surplus of \$2,955,174 (both surpluses measured prior to the inclusion of additional expenses included in Exhibit I of this agenda Item). The items approved totaled, \$853,128 of which \$373,128 were General Fund expenses and \$145,000 were Enterprise Fund expenses and \$335,000 were Capital items.

Financial Summary

See above summary.

Staff Recommended Action

Approve

Staff Recommended Motion

I move to approve the Ordinance amending the Fiscal Year 2025 Budget

**CITY OF AUBREY, TEXAS
ORDINANCE NO. 910-25**

**AN ORDINANCE OF THE CITY OF AUBREY, TEXAS AMENDING
ORDINANCE NO. 867-24, ADOPTING THE 2024 - 2025 FISCAL
YEAR BUDGET TO BALANCE REVENUE SURPLUS, EXPENSE
SURPLUS AND SHORTFALL; PROVIDING FOR THE
INCORPORATION OF PREMISES; PROVIDING FOR THE
AMENDMENT OF THE 2024-2025 FISCAL YEAR BUDGET IN
ACCORDANCE WITH EXHIBIT "A" HERETO; AND PROVIDING
AN EFFECTIVE DATE.**

WHEREAS, the City of Aubrey, Texas, ("City"), is a home rule municipality created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council adopted Ordinance No. 867-24 adopting the 2024-2025 Fiscal Year Budget of the City of Aubrey, Texas (the "2024-2025 Budget") and the City has been making expenditures and operating under the 2024-2025 Budget as required by law; and

WHEREAS, City Staff has submitted an amendment to the 2024-2025 Budget set forth in Exhibit "A" "FY 2025 Budget Amendment", a copy of which is attached hereto and incorporated herein; and

WHEREAS, the City Council has reviewed the proposed FY 2025 Budget Amendment and has determined that the proposed amendment is necessary and appropriate in order to accurately reflect revenue surplus, expense surplus, shortfalls and expenditures and should therefore be adopted;

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

SECTION 1. That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. That the 2024-2025 Budget adopted by Ordinance No. 867-24 is hereby amended as set forth more specifically in **Exhibit "A"** hereto, and all line items, expenditures and revenues not expressly amended as set forth in Exhibit "A" shall remain in full force and effect without amendment.

SECTION 3. That this Ordinance shall become effective on and after its passage and adoption in accordance with state law and Charter.

PASSED AND ADOPTED this 26th day of June, 2025.

**CHRIS RICH
MAYOR**

ATTEST:

**JENNY HICKS
CITY SECRETARY**

APPROVED AS TO FORM:

**PATRICIA A. ADAMS
CITY ATTORNEY**

Exhibit "A"
FY 2025 Budget Amendment

EXHIBIT I

Description	Account Number	Description	Current Budget	Change	Amended Budget
Library Landscaping	101-5111-04-5120	Building Maintenance	9,000.00	18,000.00	27,000.00
Police Building Upgrades	101-5102-04-5120	Building Maintenance	8,000.00	24,325.00	32,325.00
Police SORT Equipment	101-5102-09-5685	Capital Equipment	-	46,308.00	
Police Celebrite	101-5102-09-5685	Capital Equipment	-	15,000.00	
Police Flock Cameras	101-5102-08-5686	Flock Cameras	69,500.00	25,000.00	
Police Bicycle Unit	101-5102-09-5685	Capital Equipment	-	9,495.00	165,303.00
EMS Blood Program	101-5103-03-5155	Supplies - Medic	208,000.00	45,000.00	253,000.00
Fire EPOCH Program	101-5103-06-5620	Legal & Professional		40,000.00	
Fire Physical Ability Test Validation	101-5103-06-5620	Legal & Professional	50,000.00	40,000.00	130,000.00
Dry Hydrants	101-5101-09-5685	Fire Capital Expenditures	-	20,000.00	20,000.00
Breathing Air Compressors	404-5404-06-5913	Fire Capital Expenditures	1,450,000.00	160,000.00	1,610,000.00
Streets Barricades	101-5105-09-5685	Capital Equipment	-	37,500.00	37,500.00
Parks Message Board & Barricades	101-5110-09-5631	Capital Equipment		37,500.00	
2 ConX Storage Containers	101-5110-09-5631	Capital Equipment	13,000.00	15,000.00	65,500.00
Water - Magnolia Well Maint	201-5201-04-5902	Water System Maintenance	269,291.00	145,000.00	414,291.00
2 Unit PW Building Addition	501-5501-09-5657	Capital Modular Building	-	175,000.00	175,000.00
Total			2,076,791.00	853,128.00	2,929,919.00



**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

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

Staff Contact

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

Summary

Note: Sue Tejml has withdrawn from consideration due to mobility challenges and requests that her name be removed from the ballot.

There are two nominees up for consideration for the open position on the Board of Managers, John Smith Jr. and Steve Southwell. Information for both individuals has been attached to this item. Votes must be received by 5 p.m. on July 31st, 2025.

Financial Summary

There is no fiscal impact to the City of Aubrey as a result of this item.

Staff Recommended Action

Staff Recommended Motion

I move to cast our vote for _____ to serve on the DENCO Area 911 board of managers.



Denco Area 9-1-1 District

1075 Princeton Street ▪ Lewisville, TX 75067

Phone: 972-221-0911 ▪ Fax: 972-420-0709 ▪ Denco.ORG

TO: Denco Area 9-1-1 District Participating Municipal Jurisdictions

FROM: Greg Ballentine, Executive Director

DATE: June 2, 2025

RE: Appointment to the Denco Area 9-1-1 District Board of Managers

On April 1, 2025, the Denco Area 9-1-1 District requested municipalities to nominate a representative to the district board of managers for the two-year term beginning October 1, 2025. Denco received the following nominations by the May 30, 2025 deadline:

<u>Nominee</u>	<u>City/Town Making Nomination</u>
John Smith, Jr.	City of The Colony Town of Hickory Creek Town of Shady Shores
Steve Southwell	City of Lewisville
Sue Tejml	City of Oak Point Town of Copper Canyon

Sue Tejml has withdrawn from consideration due to mobility challenges and requests that her name be removed from the ballot.

The Denco Area 9-1-1 District requests that each municipality vote for either John Smith or Steve Southwell and advise the district of its selection by **5 p.m. on July 31, 2025**. No votes will be accepted after that time. If a nominating municipality does not formally vote, it's nomination will automatically count as a vote for its nominee. Please send a copy of the resolution recording council action. We have provided candidate resumes and a list of current Denco board members.

Please send a copy of your council's official action to the Denco Area 9-1-1 District, 1075 Princeton Street, Lewisville, TX 75067 or to Melinda Camp at melinda.camp@denco.org. We will acknowledge receipt of all votes.

Thank you for your assistance in this matter.

Contact

john.smith@hickorycreek-tx.gov

www.linkedin.com/in/jmsmithjr
(LinkedIn)

Top Skills

Strategic Planning

Proven Leadership

Community Partnership
Development

John M. Smith Jr

Town Manager | Executive Director of Economic Development Corporation
Hickory Creek, TX

Public Service Experience

Town of Hickory Creek

- Town Manager May 2015 - Present
- Executive Director of Economic Development Corporation May 2015 – Present
- Mayor 2006-2015
- Councilmember 2002-2006

Professional Experience

- Peterbilt Motors
- Home Interior and Gifts
- United Parcel Service

Certifications

- Certified Public Manager
- Code Enforcement Officer
- Stormwater Inspector

Community Involvement

- Lake Dallas Independent School District Educational Improvement Committee.
- North Central Texas Economic Development District Board.
- Boy Scouts of America – Eagle Scout

Education

Dallas Baptist University, Bachelor of Science

Steve Southwell

Principal Consultant | Civic Leader | U.S. Marine Corps Veteran

Contact: steve@lewisvilleparkalliance.org 214-280-6439 -

995 Downey Dr., Lewisville TX 75067

Stephen "Steve" Southwell is a Principal Consultant with Progress Software Corporation, where he brings over 25 years of experience specializing in secure, transactional online database systems. His career has focused on designing and maintaining systems that are highly reliable, scalable, and resilient — with particular emphasis on performance, maintainability, and, above all, security. He has supported critical IT infrastructure for clients across sectors such as telecommunications, healthcare, insurance, manufacturing, and financial services.



Steve began his career in 1996 as a software developer working with the Progress (now OpenEdge) platform and has grown into a trusted technical advisor, contributing to open-source projects and leading modernization initiatives. With more than two decades of continuous service through the evolution of firms like Turnaround Computing, BravePoint, and Thomson Reuters, Steve's expertise lies in building systems that organizations depend on when precision and uptime are non-negotiable.

A Lewisville resident since 1999, Steve has a long record of local public service. He has been appointed to numerous city boards, including the Arts Advisory Board, Oil and Gas Advisory Board (Chairman), Vision 2025 Committee, and three terms on the Charter Review Commission. He served on the Blue Ribbon Bond Committee, which received the 2024 Spirit of Lewisville Award for its work on major city investment initiatives.

His civic engagement also includes education and neighborhood advocacy. Steve served on several Lewisville ISD committees, including the Strategic Design Committee, and was a board member of the Central Park Area Neighbors Association, helping negotiate mineral rights for hundreds of households. From 2015 to 2018, he published the *Lewisville Texan Journal*, an award-winning newspaper focused on civic transparency and local accountability.

Steve holds a Bachelor of Business Administration from the University of North Texas and served in the U.S. Marine Corps Reserve from 1989 to 1995, attaining the rank of Sergeant as a tank mechanic. He is a graduate of the Lewisville Citizen Police and Citizen Fire Academies and currently serves as treasurer on the board of Lewisville Park Alliance, a nonprofit that supports the city's park system and provides educational and recreational access to local youth. He also volunteers with Keep Lewisville Beautiful, where his wife Jennifer is a board member.

A firm believer in servant leadership, Steve values transparent, accountable, and fiscally responsible government. He promotes a nonpartisan, cooperative approach to civic leadership, where differing viewpoints are welcomed and unified under shared goals.

Steve and his wife of 30 years, Jennifer, raised their two sons in Lewisville. In his free time, he enjoys amateur radio, motorcycles, and walking the city's trail system. He plays cornet in the Old Town Brass community band.

Denco Area 9-1-1 District Board of Managers FY2025

Bill Lawrence, Chairman

- Appointed by Denton County Commissioners Court
- Member since October 2006
- Term expires September 2025
- Former Mayor of Highland Village
- Businessman, Highland Village

Sue Tejml, Vice Chair

- Appointed by member cities in Denton County
- Member since 2013
- Term expires September 2025
- Former Mayor of Copper Canyon
- Attorney at Law, Copper Canyon

Jim Carter, Secretary

- Appointed by member cities in Denton County
- Member since October 2014
- Term expires September 2026
- Former President of Emergency Services District #1
- Former Mayor of Trophy Club and Denton County Commissioner

Jason Cole

- Appointed by Denton County Commissioners Court
- Member since October 2020
- Term expires September 2026
- Businessman, Denton

Chief Eric Schlotter

- Appointed by the Denton County Fire Chiefs Association
- Member since October 2024
- Term expires September 2025
- Fire Chief, City of Aubrey

All voting members serve two-year terms and are eligible for re-appointment.

CITY OF AUBREY, TEXAS

RESOLUTION NO 1013-25

A RESOLUTION OF THE CITY OF AUBREY, TEXAS, APPOINTING ONE MEMBER TO THE BOARD OF MANAGERS OF THE Denco AREA 9-1-1 DISTRICT.

WHEREAS, Chapter 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aubrey, Texas, as follows:

SECTION 1. The City of Aubrey hereby votes to appoint _____ as a member of the Board of Managers of the Denco Area 9-1-1 District.

SECTION 2. This resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED by the City Council of the City of Aubrey this 26th day of June, 2025.

APPROVED:

ATTEST:

Chris Rich, Mayor

Jenny Hicks, City Secretary



**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

Consideration and action on appointing Amy Kramer to the Aubrey Parks and Recreation Board as an alternate member.

Staff Contact

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

Summary

The board is currently full, but allows for alternate members. Ms. Kramer applied and has confirmed availability for the regular meeting dates and times.

Financial Summary

N/A

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to appoint Amy Kramer as an alternate member.



**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

Consideration and action on appointing Manuel Chavez to the Capital Improvement Project Advisory & Impact Fee Study Board.

Staff Contact

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

Summary

The CIP-Impact Fee Board must include at least one representative of the real estate, development or building industry who is not an employee or official of a political subdivision or governmental entity. If any impact fee is to be applied in the extraterritorial jurisdiction of the city, a representative from the area shall be included.

Manuel Chavez applied and is a relator, lives in the ETJ, and has confirmed availability for meeting dates and times.

Financial Summary

N/A

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to appoint Manuel Chavez to the CIP Advisory & Impact Fee Study Board.



**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

Consideration and action on appointing James Hendricks to the Aubrey Planning and Zoning Commission.

Staff Contact

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

Summary

There is one vacancy on the Planning & Zoning Commission. Mr. Hendricks has applied and confirmed his availability for the meeting dates and times.

Financial Summary

N/A

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to appoint James Hendricks to the Planning & Zoning Commission.



**City Council Meeting
Staff Report
June 26, 2025**

Agenda Item

Discussion regarding TxDOT roadway construction.

Staff Contact

Summary

Financial Summary

Staff Recommended Action

Staff Recommended Motion