# City Council Meeting

Aubrey City Council Chambers
226 Countryside Dr.
Aubrey, TX 76227
October 23, 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.)*

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**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.

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**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. - The Aubrey Haunted Harvest will be held October 25th at 1817 Springhill Rd.
   - Special Award
   - Presentation to Fire Department from Denise Vidal
   - Police Department New Employee Introductions
     - Tanya Barnett - Administrative Coordinator (Administration)
     - Rachel McClintock - Administrative Coordinator (Criminal Investigations)

**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 September 25, 2025 and October 15, 2025 meetings.

3. Approve Monthly Staff Reports

4. Approve Monthly Financial Report.

5. Approve Quarterly Investment Report

6. Approve an Interlocal Cooperation Agreement with Denton County for Fire Protection and Emergency Ambulance Services.

7. Approve Amendment No. 1 to the Faulkner Ground Storage Tank and Pump Station Engineering Services Agreement with Birkhoff, Hendricks, and Carter for an amount not to exceed $590,500.

8. Ratification of a Development Agreement between the City and SMC Development LLC for the development of an approximate 184.78 acres of land situated in the Ambrosich Addition (Denton County Instrument No. 2010-192) and the Thomas Chambers Survey, Abstract No. 223, Denton County Instrument No. 2025-90236, located within the City's extraterritorial jurisdiction and identified as the Trailhead Development; and authorizing the City Manager to execute necessary documents. (Trailhead)

9. Award a bid to Canary Construction, Inc. for construction of a 16-inch water line, CIP Project W3, for an amount not to exceed $712,254.00, and authorize the City Manager to execute required documents.

10. Approve Resolution No. 1025-25, requesting the United States Postal Service to consider adjusting the zip code boundary and/or city name designation along the northern boundary of the city limits; and authorize the City Manager to execute any necessary documents.

11. Authorize the City Manager to execute a Professional Services Agreement with Parkhill for building assessment services for an MDD Development Project not to exceed $23,000.

12. Approve Resolution No. 1027, repealing Resolution No. 992-24 and adopting the City of Aubrey's Official Investment Policy for Fiscal Year 2026.

13. Approve Resolution No. 1026-25, repealing Resolution No 991-24 and adopting the City of Aubrey's Official Procurement Policy and Procedures for Fiscal Year 2026.

14. Approve Resolution 1028-25 ratifying the City Manager's determination of SSD International/Shoot Straight Inc., as a sole source vendor for Hornady ammunition purchases for the Police Department.

**New Business:** New items requested for consideration.

15. Conduct the second public hearing in accordance with Texas Local Government Code Section 43.063(a) and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of a ±10.58-acre tract of land known as a portion of FM 2931 from the existing Aubrey City Limits line to Blackjack Road, being legally described as being a part of the F. H. Pollard Survey, Abstract No. 995, the F. Trevino Survey, Abstract No. 1243, the J. Ryan Survey, Abstract No. 1069, and the T. Chambers Survey, Abstract No. 223, and an existing variable width right-of-way, Denton County, Texas.

16. Conduct the second public hearing in accordance with Texas Local Government Code Section 43.063(a) and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of a ±5.481-acre tract of land known as a portion of FM 428 (West Sherman Drive), being legally described as being a part of the D. Cowen Survey, Abstract No. 0304 and J.M. Fisher Survey, Abstract No. 0432, and an existing 100-foot right-of-way, Denton County, Texas.

17. Consideration and action on Resolution 1029-25 regarding the proposed annexation of a ±13.06-acre tract of land known as a portion of Blackjack Road, setting public hearings for November 12, 2025 and November 20, 2025 and authorizing the City Secretary to cause notice of said hearing; and authorizing staff to prepare a written services plan.

18. Consideration and action on Resolution No. 1030-25 regarding the proposed annexation of a ±6.74-acre tract of land known as a portion of McNatt Road, setting public hearings for November 12, 2025 and November 20, 2025 and authorizing the City Secretary to cause notice of said hearing; and authorizing staff to prepare a written services plan.

19. Conduct second reading, consider and act on Resolution 1023-25 approving a Project of the Aubrey Municipal Development District providing a Targeted

Improvement grant for building improvements and demolition at 705 W Sherman Drive for $18,750.

**Department Updates and Discussion:**

20. Administration & Finance:

21. Library:

22. Fire Department:
    - Station 2 update

23. Police Department:
    - Blackjack Station Update
    - Property Room Expansion Update

24. Public Works:
    - Water Updates
    - Wastewater Updates
    - Park Updates

25. Human Resources:

26. Municipal Development:

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

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

27. **Section 551.071(1) and (2) Consultation with Attorney.** For Council to seek the advice of its attorney about pending or contemplated litigation or a settlement offer and to consult with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act:
    - *City of Aubrey v. Jerry H. Simmon*s, et al, Cause No. PR-2024-01392-B, Denton County, Texas
    - School Zone Regulations / Ordinances
    - Purchase of Property for Municipal Services
    - Downtown Property
    - Hidden Lakes
    - Trivedi Farms
    - Highpointe Commercial
    - Trailhead Development

- MDD Grants

28. **Section 551.072 Real Property.** Deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
    - Property acquisition for municipal purposes

**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.

**-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
September 25, 2025
6:00 PM

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

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

**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, Assistant City Manager 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, Administrative Clerk Kacey Hagen

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

**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.

- **The 39th Annual Aubrey Peanut Festival will be October 4th in Downtown Aubrey beginning at 9:00 AM.**
- **The Aubrey Haunted Harvest will be held October 25th at 1817 Springhill Rd.**
- **City Council will have a special meeting on October 15th at 6:00 PM; the November regular meeting has been rescheduled for November 20th at 6:30 PM and the December meeting has been rescheduled to December 18th at 6:30 PM.**
- **Kacey Hagen was announced as the new Administrative Clerk.**
- **Toys for Tots will be at the Peanut Festival. Please bring an unwrapped toy.**

**Citizen Input:** None

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

1. Approve minutes of the August 28, 2025 meeting.

2. Approve Monthly Staff Reports
3. Approve Monthly Financial Report.
4. Approve a Water and Sanitary Sewer Easement granted by Sherrell Jack Hopper, Jr. and Merry Lee Hopper, Trustees of the J&M Family Trust to the City of Aubrey providing a permanent water and sewer easement and a temporary construction easement across a called 30.5742 acre tract of land located in the F. Trevino Survey, Abstract 1243, Denton County, Texas, and authorize the Mayor to sign for acceptance.
5. Approve a Memorandum of Understanding (MOU) between the City of Aubrey and the United States Capitol Police to reimburse the City for expenses incurred while engaged in protection activities for members of the US Congress within the jurisdiction of the City of Aubrey and authorizing the City Manager to execute the agreement.
6. Approve a Memorandum of Understanding (MOU) between the City of Aubrey and Denton County MHMR to establish an agreement related to mental health services.
7. Approve Resolution No. 1020-25 authorizing an additional four hours of holiday time for city employees for the 2025 Christmas holiday.
8. Accept the resignation of Brenda Blackburn from the Municipal Development District Board.
9. Accept the resignation of Hallie Nix from the Aubrey Area Library Advisory Board.
10. Approve Resolution No. 1018-25 ratifying an expenditure of $5,110 paid to Lonestar Exteriors for the emergency repair of water damage at Fire Station No 1; and providing an effective date.
11. Approval of Ordinance 931-25 designating the official newspaper for the City of Aubrey for the 2025-2026 Fiscal Year.
12. Approve an ordinance amending Chapter 9, “Personnel” of the Code of Ordinances to adopt a new Section 9.01.003, “TMRS Contribution” to increase City employees TMRS contribution rate from 7% to 8%; providing for related matters and providing an effective date.
13. Approve an Interlocal Cooperation Agreement with Denton County for Library Services; and authorize the Mayor to execute documents.
14. Approve an Ordinance Number 933-25, amending Chapter 12, Traffic and Vehicles, Section 12.03.052, School Zones of the Code of Ordinances repealing Section 12.03.052, School Zones, of Chapter 12, Traffic and Vehicles and adopting a new Section 12.03.052,School Zones to incorporate existing ordinances into the Code, and to to establish a new school speed zone as requested by Aubrey ISD located on FM 2931 in the vicinity of Owens Middle School within the areas described therein; to set a reduced speed limit for the zone during designated times to be 35 miles per hour; to authorize installation of traffic control devices; providing a penalty of fine of $200 for violation; and providing an effective date.

**Council Member Chuck Fikes made a motion to approve the consent items. Council Member Jeff Perry seconded. Motion Passed (5:0). None opposed.**

**New Business:** New items requested for consideration.

15. Approve an administrative services agreement between the City of Aubrey and the Aubrey Municipal Development District and authorize the Mayor to execute necessary documents.

**MDD Director Christine Gossett provided information.**

**Council Member Jeff Perry made a motion to approve the Administrative Services Agreement. Council Member Matt Jones seconded. Motion Passed (5:0). None opposed.**

16. First reading and Discussion regarding a Resolution approving a Project of the Aubrey Municipal Development District providing a Targeted Improvement grant for building improvements and demolition at 705 W Sherman Drive for $18,750.

    **MDD Director Christine Gossett provided information. No action taken.**

17. Consideration and action on appointing/reappointing members to the Municipal Development District Board.

    **Council Member Jeff Perry made a motion to motion to approve the following MDD Board recommendations.**

    - **Reappointment of Holly Drew to Place 6, expiring 9/30/2027**
    - **Reappointment of Tim Heitman to Place 7, expiring 9/30/2027**
    - **Appoint Jamie Osmanovic to Place 2, expiring 9/30/2026**
    - **Appoint Tammy De Wet to Place 5, expiring 9/30/2027**

    **Council Member Chuck Fikes seconded. Motion Passed (5:0). None opposed.**

18. Consideration and action on appointing/reappointing members to the Aubrey Area Library Advisory Board.

    **Council Member Matt Jones made a motion to reappoint Vicky Kao to Seat 2 for a two-year term expiring September 30, 2027. Council Member Jeff Perry seconded. Motion Passed (5:0). None opposed.**

19. Consideration and action on appointing/reappointing members to the Capital Improvement/Impact Fee Study Board.

    **Council Member Matt Jones made a motion to reappoint Ashley LaBate Long to Seat 1 and Karen English to Seat 2 for two-year terms expiring September 30, 2027, and not reappoint Kalista Robinson, Seat 6. Council Member Jeff Perry seconded. Motion Passed (5:0). None opposed.**

20. Consideration and action on Ordinance No. 932-25 amending the Fiscal Year 2025 Budget.**

****Taxpayer Impact Statement**
**Property Tax Due on Median Valued Homestead**
2024 Rate vs 2025 Adopted Rate vs 2025 No New Revenue Rate

| Rate per $100 of Value | Median Valued Homestead Property | Tax Due |
|---|---|---|

| | | | |
|---|---|---|---|
| 2024 Adopted Rate | 0.464000 | $339,000 | $1,573 |
| 2025 Adopted Rate | 0.450000 | $339,000 | $1,526 |
| 2025 No New Revenue Rate | 0.450674 | $339,000 | $1,528 |

**Council Member Randy Jones made a motion to approve the Ordinance amending the Fiscal Year 2025 budget. City Council Member Mike Browning seconded. Motion Passed (5:0). None opposed.**

21. Consideration and action on a Resolution nominating candidates to the Denton Central Appraisal District Board of Directors, Places 4 and 7.

    **City Manager Charles Kreidler provided information.**

    **No action taken.**

22. Consideration and action on a Resolution No. 1022-25 regarding the proposed annexation from the ETJ of the City into the corporate limits of the City of Aubrey of a ±10.58-acre tract of land known as a portion of FM 2931 from the existing Aubrey City Limits line to Blackjack Road, being legally described as being a part of the F. H. Pollard Survey, Abstract No. 995, the F. Trevino Survey, Abstract No. 1243, the J. Ryan Survey, Abstract No. 1069, and the T. Chambers Survey, Abstract No. 223, and an existing variable width right-of-way, Denton County, Texas, setting public hearings for the annexation for October 15, 2025 and October 23, 2025; authorizing the City Secretary to cause notice of hearing, and providing other matters required by law.

    **City Manager Charles Kreidler provided information.**

    **Council Member Matt Jones made a motion to approve the Resolution and set public hearings for October 15, 2025 and October 23, 2025 at 6:00 at the City Council Chambers, 226 Countryside Dr. Council Member Randy Jones seconded. Motion Passed (5:0). None opposed.**

23. Consideration and action on a Resolution regarding the proposed annexation from the ETJ of the City into the corporate limits of the City of Aubrey of a ±5.481-acre tract of land known as a portion of FM 428 (West Sherman Drive), being legally described as being a part of the D. Cowen Survey, Abstract No. 0304 and J.M. Fisher Survey, Abstract No. 0432, and an existing 100-foot right-of-way, Denton County, Texas, setting public hearings for annexation for October 15, 2025 and October 23, 2025; authorizing the City Secretary to cause notice of hearing, and providing other matters required by law.

    **City Manager Charles Kreidler provided information.**

    **Council Member Matt Jones made a motion to approve the Resolution and set public hearings for October 15, 2025 and October 23, 2025 at 6:00 at the City Council Chambers, 226 Countryside Dr. Council Member Randy Jones seconded. Motion Passed (5:0). None opposed.**

**Department Updates and Discussion:**

24. Administration & Finance: **None**

25. Library: **Library Director Brittany McLain announced the state accreditation received by the library.**

26. Fire Department: **Fire Chief Eric Schlotter provided the following updates:**
    - **Contractors at Station 3 are working through the warranty and punch list items. The Grand Opening Celebration will be October 8th at 10 am.**
    - **Station 2 is in the dry and the pavilion is almost done. A late October completion is expected.**

27. Police Department:**Police Chief Richard Brooks announced that the Blackjack substation is operational with only a few items left to complete.**

28. Public Works:**Public Works Director Dean Rylant provided the following updates:**
    - **The Public Works crews helped tremendously with storm debris clean-up.**
    - **Rockhill Well is still pumping clean water and has a rate of 560 gallons per minute.**
    - **More concrete is being poured at the Wastewater Treatment Plant site. The operations and maintenance building is moving along.**
    - **The Aubrey Heights development is almost completely connected to our water.**
    - **Contractors on the Dane Street project have stopped work to help complete the downtown projects before Peanut Festival.**

29. Human Resources: **None**

30. Municipal Development: **None**

**Future Agenda Requests:** None

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

31. **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. Simmon*s, et al, Cause No. PR-2024-01392-B, Denton County, Texas
    - Purchase of Property for Municipal Services
    - Emergency Services/Contracts
    - Tort Claims
    - Downtown Property
    - Hidden Lakes
    - Trivedi Farms
    - Highpointe Commercial
    - Trailhead Development
    - ETJ and Release Petitions
    - Traffic Statutes & Ordinances
    - Union and Dane Street ROW and Easement

- MDD Grants

32. **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

33. **551.074 Personnel Matters.** Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of public officer or employee or to hear a complaint or charge against an officer or employee:
    - City Attorney

**City Council Member Mike Browning made a motion to recess into executive session at 6:23 PM. Council Member Jeff Perry seconded. Motion Passed (5:0). None opposed.**

**City Council reconvened into open session at 9:17 PM.**

34. Consideration and action on Resolution No. 1024-25 of the City Council of the City Of Aubrey, Texas finding that a public necessity exists and authorizing condemnation to acquire a net acreage of 1.444 acres (62,937 sq ft) permanent right-of-way, a 0.242 acres (10,533 sq ft) permanent right-of-way, a 0.047 acres (2,040 sq ft) water line easement, and a 0.663 acres (28,894 sq ft) water line easement for public purposes for a public project, including but not limited to, construct, maintain, repair and operate thereon a street, highway, right-of-way, drainage improvements, utilities, other related improvements, such appurtenant facilities as may be necessary, and other public uses, on real properties generally described as being located at or near 607 Hill St, Aubrey, Denton County, Texas, in the J.M. Fisher survey, abstract no. 432, Denton CAD Property Ids #160816 and #51869, such properties are generally located along Union Street between North Street and Blackjack Road and along Dane Street west of Union Street, and being more particularly described herein; providing notice of an official determination to acquire real property rights for rights- of-way and water line easements, such appurtenant facilities as may be necessary, and other public uses; authorizing the city manager or designee to obtain the necessary appraisal reports and make bona fide offers of just compensation for the rights-of-way and water line easements; ratifying prior documents made for acquisition of the rights-of-way and water line easements; authorizing legal counsel to institute eminent domain proceedings on behalf of the city for the acquisition of the rights-of-way and water line easements on said tracts if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause and providing for an effective date.

    **Council Member Mike Browning made a motion that the City Council of the City of Aubrey adopt Resolution 1024-25 and authorize the use of the power of eminent domain to acquire a net acreage of 1.444 acres (62,937 sq ft) Permanent Right-of Way ("Right-of Way"), a 0.242 acres (10,533 sq ft) Right-of- Way, a 0.047 acres (2,040 sq ft) water line easement, and a 0.663 acres (28,894 sq ft) water line easement on tracts of land located at or near 607 Hill St, City of Aubrey, J. M. Fisher Survey, Abstract No. 432, Denton CAD Property IDs #160816 and #51869, described in a deed to KMD Property Investments, LLC recorded in Document Number 2024-50529 and in a 50' Road Easement recorded at Volume 1592, Page 280, Official Public Records of Denton County, Texas, generally located along**

**Union Street between North Street and Blackjack Road and along Dane Street west of Union Street, as more fully described and depicted in Exhibit "A" of the proposed resolution for this item for these Rights-of-way and Water Line Easements, for public purposes for a public project, including but not limited to construct, maintain, repair and operate thereon a street, highway, right-of-way, drainage improvements, utilities, other related improvements, such appurtenant facilities as may be necessary, and other public uses, with this first record vote applying to all units of property to be condemned. Council Member Matt Jones seconded.**

**The results of the Roll Call Vote on Resolution No. 1024-25 were:**

**Jeff Perry: For**
**Matt Jones: For**
**Mike Browning: For**
**Randy Jones: For**
**Chuck Fikes: For**

**Motion to approve Resolution No. 1024-25 passed 5 to 0.**

35. Consideration and action on a Development Agreement between the City and TDI GP, LLC for the development of an approximate 58.8-acre tract of land situated in the Francisco Trevino Survey, Abstract No. 1243, Denton County, Texas, located within the City's extraterritorial jurisdiction and identified as the Hidden Lake Development; and authorizing the Mayor to execute necessary documents. (Hidden Lake)

    **Council Member Jeff Perry made a motion to authorize the City Manager to finalize negotiation of the development agreement with TDI GP LLC for the Hidden Lake Development and execute necessary documents as discussed in closed session. Council Member Randy Jones seconded. Motion Passed (5:0). None opposed.**

36. Consideration and action on a Development Agreement between the City and SMC Development LLC for the development of an approximate 184.78 acres of land situated in the Ambrosich Addition (Denton County Instrument No. 2010-192) and the Thomas Chambers Survey, Abstract No. 223, Denton County Instrument No. 2025-90236, located within the City's extraterritorial jurisdiction and identified as the Trailhead Development; and authorizing the Mayor to execute necessary documents. (Trailhead)

    **Council Member Randy Jones made a motion to authorize the City Manager to finalize negotiation of the Development Agreement with SMC Development LLC for the Trailhead Development and execute necessary documents as discussed in closed session. Council Member Chuck Fikes seconded. Motion Passed (5:0). None opposed.**

**Additional action after executive session:**

**Council Member Chuck Fikes made a motion to authorize the City Manager to negotiate and execute an agreement for the purchase of land for municipal purposes, including a fire training center as discussed in closed session.**

**Council Member Randy Jones seconded. Motion Passed (5:0). None opposed.**

**Council Member Matt Jones made a motion to authorize the City Manager to negotiate and execute documents for the purchase of 200 E Elm St as discussed in closed session. Council Member Randy Jones seconded. Motion Passed (5:0) .**

**Council Member Matt Jones made a motion to finalize an amended engagement letter with Messer Fort. Council Member Jeff Perry seconded. Motion Passed (5:0).**

**Nash Chasi, with Skybridge Homes LLC, thanked staff for their hard work on the Trailhead Development Agreement.**

**The meeting was adjourned at 9:27 PM.**

**PASSED and APPROVED by the City Council of the City of Aubrey, Texas this 23rd day of October, 2025.**

_____

**Chris Rich, Mayor**

**ATTEST:**

_____

**Jenny Hicks, City Secretary**

# City Council Meeting Minutes

Aubrey City Council Chambers
226 Countryside Dr.
Aubrey, TX 76227
October 15, 2025
6:00 PM

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

**Present:**Jeff Perry, Chuck Fikes, Matt Jones, Mike Browning, Randy Jones arrived at 6:02 PM

**Absent:** Chris Rich

**Staff Present:** City Manager Charles Kreidler, City Secretary Jenny Hicks, Assistant City Manager Leanne Wilson, Administrative Clerk Kacey Hagen, Development Services Manager Shanda Guffee, Police Chief Richard Brooks

**Council Member Matt Jonesoffered the Invocation and led the Pledge of Allegiance.**

**Community Announcements:** None

**Citizen Input:**

- **Lt. Col. Larry Brock, 4423 Republic Dr, Frisco TX, spoke regarding his candidacy for State Representative.**

**Consent Items:**

1. Approve an Interlocal Cooperation Agreement between the City of Aubrey and the City of Pilot Point to provide law enforcement assistance on an as-needed basis; and authorize the Mayor to execute necessary documents.

   **Council Member Chuck Fikes made a motion to approve the consent item. Council Member Matt Jones seconded. Motion Passed (5:0). None opposed.**

**New Business:** New items requested for consideration.

2. Conduct the first public hearing in accordance with Texas Local Government Code Section 43.063(a) and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of a ±10.58-acre tract of land known as a portion of FM 2931 from the existing Aubrey City Limits line to Blackjack Road, being legally described as being a part of the F. H. Pollard Survey, Abstract No. 995, the F. Trevino Survey, Abstract No. 1243, the J. Ryan Survey, Abstract

No. 1069, and the T. Chambers Survey, Abstract No. 223, and an existing variable width right-of-way, Denton County, Texas.

**City Manager Charles Kreidler provided information.**

**The Public Hearing opened at 6:07 p.m. and closed at 6:08 p.m.**

3. Conduct the first public hearing in accordance with Texas Local Government Code Section 43.063(a) and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of a ±5.481-acre tract of land known as a portion of FM 428 (West Sherman Drive), being legally described as being a part of the D. Cowen Survey, Abstract No. 0304 and J.M. Fisher Survey, Abstract No. 0432, and an existing 100-foot right-of-way, Denton County, Texas.

   **City Manager Charles Kreidler provided information.**

   **The Public Hearing opened at 6:08 p.m. and closed at 6:09 p.m.**

4. Consideration and action on an Amended and Restated First Amendment to the First Revised Development Agreement between the City and D.R. Horton – Texas Ltd and The Lakes Fresh Water Supply District of Denton County for the Silverado Development; and authorizing the Mayor or designee to execute necessary documents.

   **Assistant City Manager Leanne Wilson provided information.**

   **Council Member Chuck Fikes made a motion to approve the agreement. Council Member Randy Jones seconded. Motion Passed (5:0). None opposed.**

**The meeting was adjourned at 6:13 PM.**

**PASSED and APPROVED by the City Council of the City of Aubrey, Texas this 23rd day of October, 2025.**

_____

**Chris Rich,**
**Mayor**

**ATTEST:**

_____

**Jenny Hicks, City Secretary**

# City of Aubrey - Municipal Court Report

| New Cases Filed | |
|---|---|
| September - Traffic | 161 |
| September - Non Traffic | 3 |

| Total Fines Collected | |
|---|---|
| September - State | $14,922.00 |
| September - City | $34,248.00 |

| Final Disposition | |
|---|---|
| September - Traffic | 128 |
| September - Non Traffic | 19 |

| Fiscal YTD Collected | |
|---|---|
| YTD - State | $ 130,910.00 |
| YTD - City | $ 231,910.00 |

| Warrants | |
|---|---|
| Issued | 28 |
| Cleared | 7 |
| Pending | 1278 |

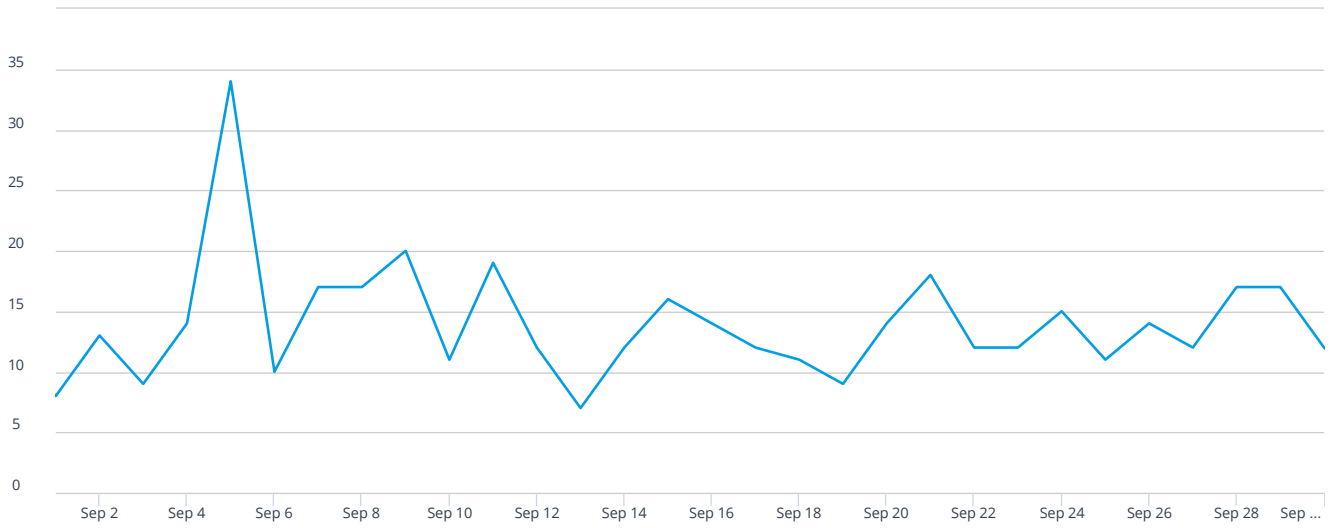
Previous Month | Sep 1, 2025 - Sep 30, 2025

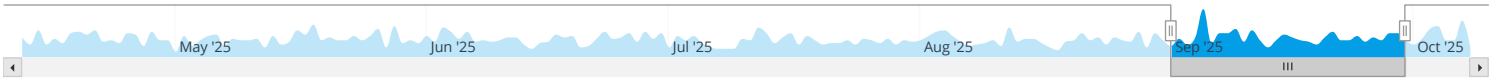
**36%**
**FIRE**
Percentage of Total Incidents

**64%**
**EMS**
Percentage of Total Incidents

**419**
**INCIDENTS**
In Selected Time Slice

**30**
**DAYS**
In Selected Time Slice




Counts | % Rows | % Columns | % All

| Week Ending | 9/7/25 | 9/14/25 | 9/21/25 | 9/28/25 | 10/5/25 | 10/12/25 | 10/19/25 | 10/26/25 | 11/2/25 | 11/9/25 | 11/16/25 | 11/23/25 | 11/30/25 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Aubrey Fire Station 1 | 30 | 26 | 37 | 25 | 6 | | | | | | | | | 124 |
| Aubrey Fire Station 2 | 38 | 34 | 24 | 31 | 11 | | | | | | | | | 138 |
| Aubrey Fire Station 3 | 37 | 38 | 33 | 37 | 12 | | | | | | | | | 157 |
| Total | 105 | 98 | 94 | 93 | 29 | | | | | | | | | 419 |

# SEPTEMBER 2025 STAFF REPORT
## Aubrey Municipal Development District

*Christine Gossett – Executive Director*

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

Combined commercial land for sale/lease 150 + 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**

Held 2nd Annual Business Resource Fair Lunch & Learn on Sept. 17th in cooperation with the Aubrey 380 Area Chamber of Commerce. Event was attended by 53 area business representatives.

Highest performing post was 9/8/25 promoting the Business Resource Fair and with 2,125 views on Facebook.

## Business Activity and Updates

- Aubrey Auto Parts Plus closed.

## Project Updates:

- Held 2nd Annual Aubrey Area Business Resource Fair Lunch & Learn on Sept. 17th in cooperation with the Aubrey 380 Area Chamber of Commerce with 53 people attending.
- Site Selection GIS Map Page: continuous monitoring and updating of properties and photos for commercial sites available in Aubrey City Limits and ETJ. Commercial property listings in business corridors and adjacent areas continue to increase.
- Strategic Plan: Developing workplan, goals and metrics for 2025-26 program year.
- Website – Started redesign of site.
- Landscaping flowerbeds and lighting completed.

## Marketing:

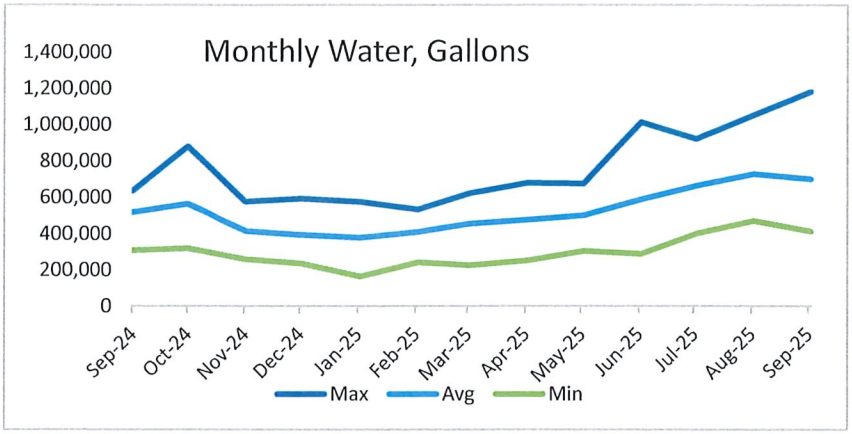
- Social media/Facebook – On-going content management and posts on Aubrey MDD FB page. September 8th's post was the highest performing post, and it featured a promotion for the Aubrey Business Resource Fair. The post generated 1,125 Views, 1,129 Reach, and 167 Engagements. MDD social media posts feature businesses, activites, events, and business education.
- Website Statistics: September '25 – 301 Visitors and 534 Views; August '25 – 255 Visitors and 484 Views; July '25 – 198 Visitors and 342 Views.
- Commercial Development: On-going calls and meetings with prospective businesses and developers.

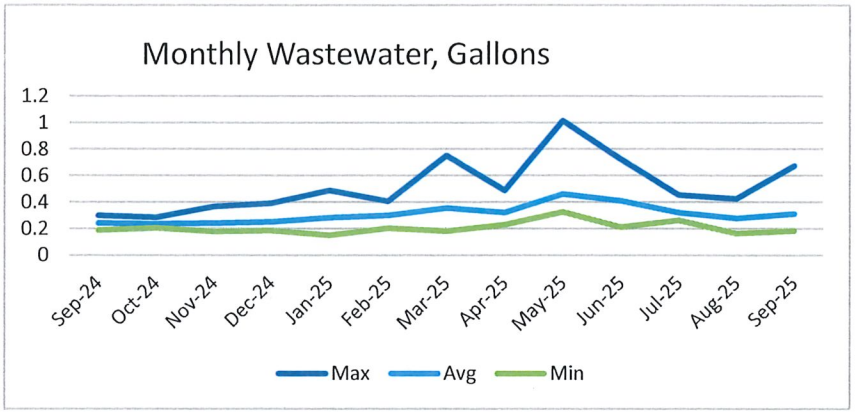
## Sales & Use-Tax Allocation:

- Payment received in September: $102,023.65.

# City of Aubrey - Public Works

## Sept. 2025 Activity Report




## Water Production MG

| | |
|---|---|
| Sep-25 | 21,051,800 |
| Aug-25 | 22,620,500 |
| Jul-25 | 20,599,000 |
| Daily Average Gal | 714,126 |

## Wastewater Treatment MG

| | |
|---|---|
| Sep-25 | 9,391,000 |
| Aug-25 | 8,412,000 |
| Jul-25 | 9,694,000 |
| Daily Average Gal | 305,522 |

## Work Orders

| | |
|---|---|
| Water & Sewer Maintenance | 75 |
| Cut-offs Non Payment | 21 |
| Street/Parks | 52 |
| Line Locates | 155 |
| Billing and Meters | 139 |
| Total | 367 |

## Fees Collected

| | September |
|---|---|
| Water Impact | $20,138.00 |
| Sewer Impact | $121,246.00 |
| Roadway Impact | $12,255.00 |
| Parks Fee | $138,000.00 |
| Total | $291,639.00 |

## Projects

| | |
|---|---|
| Highpointe Phase 2 | Is finishing up and almost completed. |
| Rockhill Well | Is now 75% completed and is pumping is 500+ gallons at this time. |
| Dane St | Water lines are 75% completed. |
| HighPointe Phases 3 | Paving has been completed. |
| HighPointe East Phase 1 | Wet utilities have been installed. Getting ready for paving. |
| Veterans Park Phase 2 | Is now 90% complete. |
| WinnRidge 1st Responder Park | Mobilization is scheduled for early October. Waiting on playground equipment delivery. |
| Aubrey Heights | Water mains complete. Storm drains/power lines/franchise utilites installed. |
| Palomino | Electrical Face lift station being installed. |
| Ribbonwood/Saratoga | Both sites are finishing up for final walk-thru's. Saratoga is franchise grading lots. |
| Peanut Festival | 39th annual festival was a huge success and the new Peanut did an excellent job! |

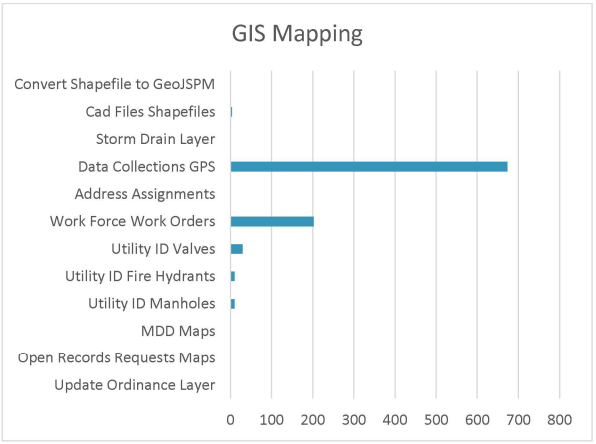
# City of Aubrey - Development Services
# September 2025 Activity Report

## No. Permits Issued

| | |
|---|---|
| New Single Family | 47 |
| Residential Misc | 43 |
| Commercial | 71 |
| Plat, Re-Plat, Site Plan, or Variance | 3 |
| **Total** | **164** |

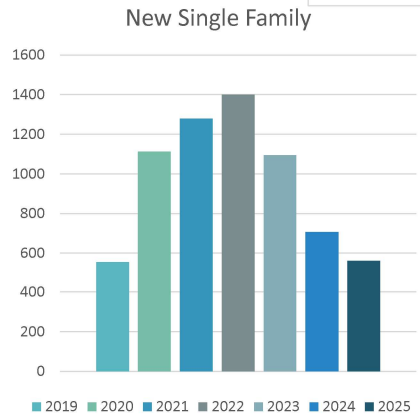
## Fees Collected

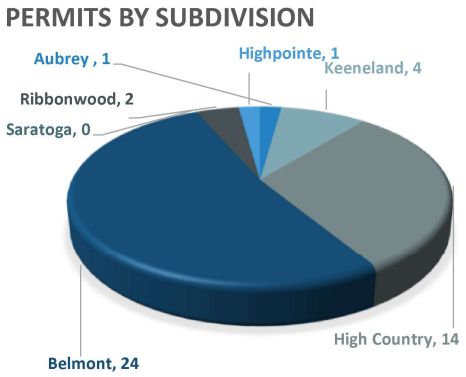
| | | |
|---|---|---|
| New Single Family | $ | 405,709.05 |
| Residential Misc | $ | 6,973.92 |
| Commercial | $ | 2,090.00 |
| Variance or Zoning | $ | 12,603.21 |
| **Total** | **$** | **427,376.18** |

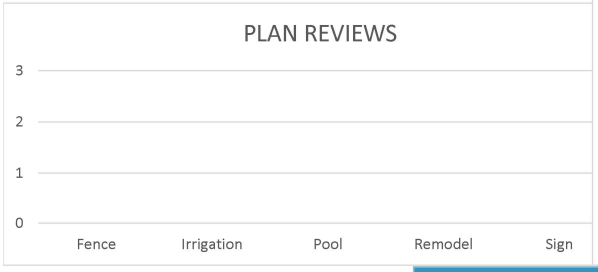


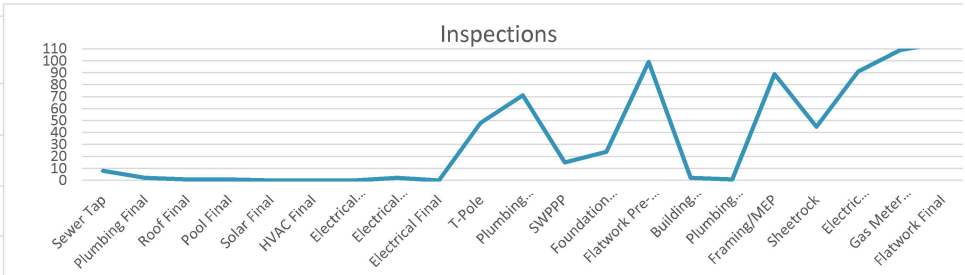

## Annual New Single Family

| | |
|---|---|
| 2019 | 556 |
| 2020 | 1,113 |
| 2021 | 1,279 |
| 2022 | 1,400 |
| 2023 | 1,095 |
| 2024 | 706 |
| 2025 YTD | 563 |
| **2019 - 2025 Total:** | **6,712** |




## Total House Count

**9867**

| Location | Apr-25 | May-25 | Jun-25 | Jul-25 | Aug-25 | Sep-25 |
|---|---|---|---|---|---|---|
| **Aubrey Proper** | **1448** | **1447** | **1454** | **1800** | **1830** | **1865** |
| **Winn Ridge** | **1737** | **1732** | **1857** | **1746** | **1746** | **1746** |
| **Silverado & High Country** | **3525** | **3567** | **3830** | **3700** | **3723** | **3726** |
| **Aspen Meadows** | **310** | **308** | **328** | **312** | **312** | **312** |
| **Keeneland** | **70** | **78** | **151** | **156** | **164** | **171** |
| **Sandbrock** | **1702** | **1720** | **1791** | **1761** | **1787** | **1809** |
| **Highpointe** | **0** | **0** | **0** | **0** | **212** | **238** |

## Project Status

There were no submittals for September, therefor Planning and Zoning meeting was canceled. The September Council agenda did not include any development projects for consideration.

# City of Aubrey - Police Department

## September 2025 Statistical Report

| Calls for Police Service | | %+/- |
|---|---|---|
| September 2025 | 775 | 3% |
| September 2024 | 753 | |
| YTD - 2025 | 6,465 | 2% |
| YTD - 2024 | 6,368 | |

| Calls for Service - Dispatched | | %+/- |
|---|---|---|
| September 2025 | 616 | 13% |
| September 2024 | 544 | |
| YTD - 2025 | 4,925 | 3% |
| YTD - 2024 | 4,803 | |

| Calls for Service - Officer Initiated | | %+/- |
|---|---|---|
| September 2025 | 159 | -24% |
| September 2024 | 209 | |
| YTD - 2025 | 1,539 | -2% |
| YTD - 2024 | 1,565 | |

## Calls for Service By Area

| Aubrey | | %+/- |
|---|---|---|
| September 2025 | 242 | 58% |
| September 2024 | 153 | |
| YTD - 2025 | 1,780 | 8% |
| YTD - 2024 | 1,644 | |

| Providence Village | | %+/- |
|---|---|---|
| September 2025 | 235 | -5% |
| September 2024 | 247 | |
| YTD - 2025 | 2,234 | -4% |
| YTD - 2024 | 2,316 | |

| Sandbrock | | %+/- |
|---|---|---|
| September 2025 | 71 | 48% |
| September 2024 | 48 | |
| YTD - 2025 | 525 | 14% |
| YTD - 2024 | 461 | |

| Silverado | | %+/- |
|---|---|---|
| September 2025 | 113 | 36% |
| September 2024 | 83 | |
| YTD - 2025 | 1,053 | 25% |
| YTD - 2024 | 843 | |

| Winn Ridge | | %+/- |
|---|---|---|
| September 2025 | 76 | 3% |
| September 2024 | 74 | |
| YTD - 2025 | 603 | -15% |
| YTD - 2024 | 706 | |

| Outside ETJ | | %+/- |
|---|---|---|
| September 2025 | 19 | 73% |
| September 2024 | 11 | |
| YTD - 2025 | 137 | -18% |
| YTD - 2024 | 167 | |

## Criminal Offenses/Arrests

| Criminal Offenses | | %+/- |
|---|---|---|
| September 2025 | 87 | 5% |
| September 2024 | 83 | |
| YTD - 2025 | 478 | -17% |
| YTD - 2024 | 576 | |

| Arrests | | %+/- |
|---|---|---|
| September 2025 | 16 | -56% |
| September 2024 | 36 | |
| YTD - 2025 | 185 | -52% |
| YTD - 2024 | 383 | |

## Motor Vehicle Crashes - Aubrey

| Non-Injury Crashes | | %+/- |
|---|---|---|
| September 2025 | 12 | 71% |
| September 2024 | 7 | |
| YTD - 2025 | 91 | 69% |
| YTD - 2024 | 54 | |

| Injury Crashes | | %+/- |
|---|---|---|
| September 2025 | 12 | 300% |
| September 2024 | 3 | |
| YTD - 2025 | 41 | 95% |
| YTD - 2024 | 21 | |

## Motor Vehicle Crashes - Providence Village

| Non-Injury Crashes | | %+/- |
|---|---|---|
| September 2025 | 4 | -33% |
| September 2024 | 6 | |
| YTD - 2025 | 19 | -53% |
| YTD - 2024 | 40 | |

| Injury Crashes | | %+/- |
|---|---|---|
| September 2025 | 4 | -33% |
| September 2024 | 6 | |
| YTD - 2025 | 19 | 6% |
| YTD - 2024 | 18 | |

## Traffic Stops and Citations

| Traffic Stops | | %+/- |
|---|---|---|
| September 2025 | 690 | -29% |
| September 2024 | 978 | |
| YTD - 2025 | 6,352 | -34% |
| YTD - 2024 | 9,609 | |

| Warnings | | %+/- |
|---|---|---|
| September 2025 | 566 | -40% |
| September 2024 | 938 | |
| YTD - 2025 | 6,071 | -32% |
| YTD - 2024 | 8,896 | |

| Total Citations | | %+/- |
|---|---|---|
| September 2025 | 431 | -16% |
| September 2024 | 514 | |
| YTD - 2025 | 3,373 | -27% |
| YTD - 2024 | 4,590 | |

| Citations - Aubrey | | %+/- |
|---|---|---|
| September 2025 | 187 | -30% |
| September 2024 | 268 | |
| YTD - 2025 | 1,966 | -18% |
| YTD - 2024 | 2,387 | |

| Citations - Providence Village | | %+/- |
|---|---|---|
| September 2025 | 196 | 5% |
| September 2024 | 187 | |
| YTD - 2025 | 1,055 | -24% |
| YTD - 2024 | 1,382 | |

| Citations - JP 5 | | %+/- |
|---|---|---|
| September 2025 | 51 | -14% |
| September 2024 | 59 | |
| YTD - 2025 | 355 | -57% |
| YTD - 2024 | 821 | |

## Top 10 Calls

| Top 10 Calls | | | |
|---|---|---|---|
| Type of Call | Providence Village | Aubrey | Total |
| Welfare Concern | 24 | 45 | 69 |
| Suspicious Activity | 17 | 44 | 61 |
| Disturbance | 20 | 41 | 61 |
| Alarm | 13 | 42 | 55 |
| Traffic Crash | 14 | 36 | 50 |
| Vehicle Complaint | 5 | 22 | 27 |
| Noise Complaint | 5 | 22 | 27 |
| 911 Hangup | 11 | 14 | 25 |
| Animal Complaint | 9 | 16 | 25 |
| Motorist Assist | 7 | 18 | 25 |

| Neighborhood Safety Initiative | | %+/- |
|---|---|---|
| September 2025 | 14,156 | 70% |
| September 2024 | 8,324 | |
| YTD - 2025 | 115,017 | 56% |
| YTD - 2024 | 73,569 | |

## Providence Village Data

| Close Patrols - Providence Village | | % +/- |
|---|---|---|
| September 2025 | 4,029 | 30% |
| September 2024 | 3,102 | |
| YTD - 2025 | 35,900 | 39% |
| YTD - 2024 | 25,911 | |

| Walk Through - Providence Village | | % +/- |
|---|---|---|
| September 2025 | 160 | 62% |
| September 2024 | 99 | |
| YTD - 2025 | 971 | 15% |
| YTD - 2024 | 847 | |

| Total - Providence Village | | % +/- |
|---|---|---|
| September 2025 | 4,189 | 31% |
| September 2024 | 3,201 | |
| YTD - 2025 | 36,871 | 38% |
| YTD - 2024 | 26,758 | |

## Department Data

| Percentage - Crime/Order Maintenance/Service Calls | | |
|---|---|---|
| Top 10 Calls Total | | 425 |
| Crime | 31 | 7% |
| Service Calls | 364 | 86% |
| Order Maintenance | 30 | 7% |
| Reported Crime | 16 | 2% |

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

## Criminal Investigations Statistical Data

| CID Case Assignment | | % +/- |
|---|---|---|
| September 2025 | 87 | 5% |
| September 2024 | 83 | |
| YTD - 2025 | 616 | 7% |
| YTD - 2024 | 576 | |

| Patrol Case Assignment | | % +/- |
|---|---|---|
| September 2025 | 22 | -27% |
| September 2024 | 30 | |
| YTD - 2025 | 193 | -39% |
| YTD - 2024 | 318 | |

| CID Arrests | | % +/- |
|---|---|---|
| September 2025 | 5 | -17% |
| September 2024 | 6 | |
| YTD - 2025 | 29 | -55% |
| YTD - 2024 | 64 | |

| Case Status - Cleared by Arrest | | % +/- |
|---|---|---|
| September 2025 | 21 | -42% |
| September 2024 | 36 | |
| YTD - 2025 | 211 | -45% |
| YTD - 2024 | 382 | |

| Case Status - Suspended | | % +/- |
|---|---|---|
| September 2025 | 38 | 65% |
| September 2024 | 23 | |
| YTD - 2025 | 176 | -12% |
| YTD - 2024 | 200 | |

| Case Status - Cleared by Exception | | % +/- |
|---|---|---|
| September 2025 | 1 | 100% |
| September 2024 | 0 | |
| YTD - 2025 | 9 | -53% |
| YTD - 2024 | 19 | |

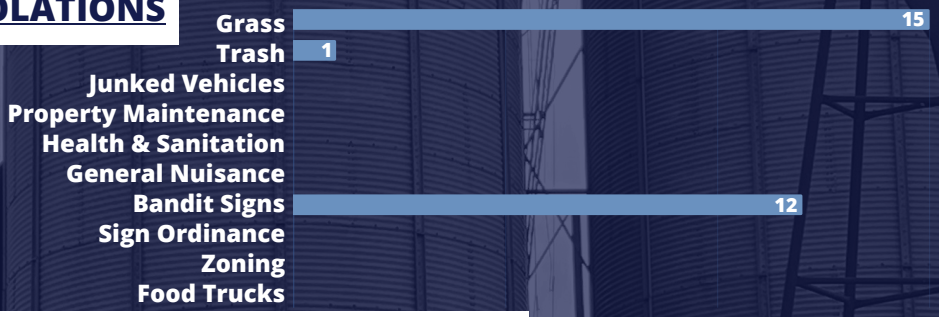
| Case Status - Unfounded | | % +/- |
|---|---|---|
| September 2025 | 5 | -1% |
| September 2024 | 6 | |
| YTD - 2025 | 31 | -23% |
| YTD - 2024 | 40 | |

| Cases - Open | | % +/- |
|---|---|---|
| Yearly Total | 667 | |
| | | |
| | | |
| | | |

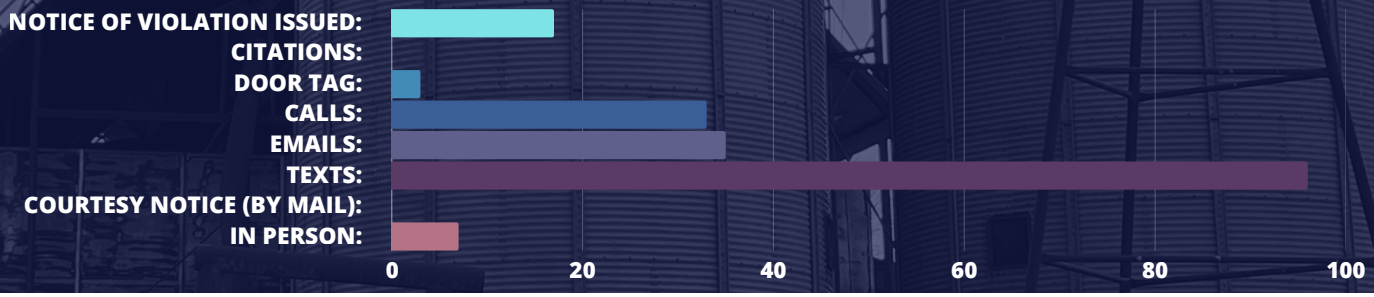
# MUNICIPAL SERVICES REPORT FOR SEPTEMBER 2025

## AUBREY VIOLATIONS

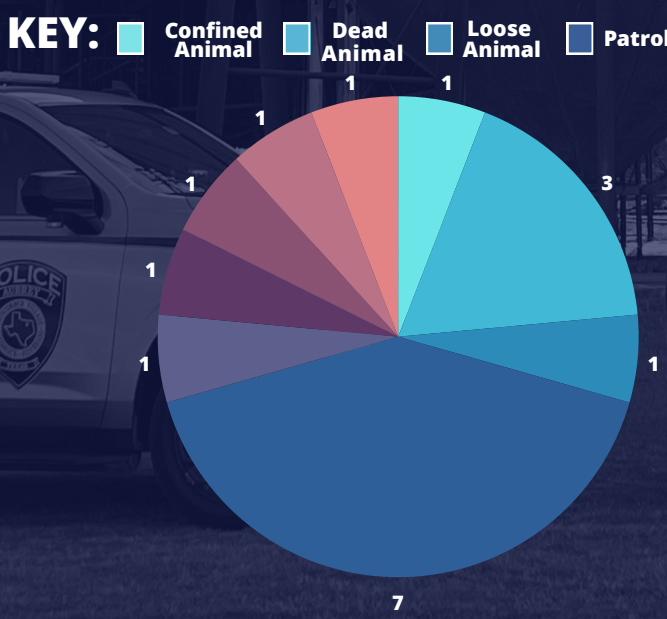
## WINN RIDGE VIOLATIONS



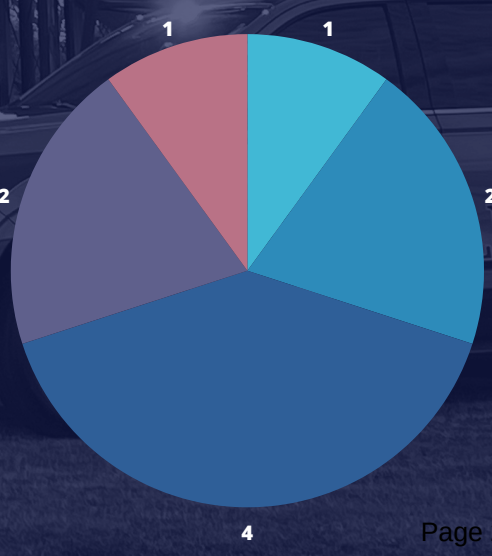

## OFFICER COMMUNICATION WITH THE COMMUNITY




## ANIMAL SERVICES IN AUBREY




## ANIMAL SERVICES IN WINN RIDGE



*City of Aubrey*
*Departmental Report*
*Library*

To: City Council Members

From: Brittany McLain, Library Director

RE: Departmental Report - Sep. 2025

| Monthly Report | | September 2025 | | Fiscal Year to date |
|---|---|---|---|---|
| People & Activity | New Cards Issued | 99 | | 1358 |
| | Number of Patrons | 3098 | | 38776 |
| | Patrons per Hour (Average) | 18 | | 19 |
| | Volunteer Hours / Persons | 27/5 | | 419/12 |
| | Number of Days Open | 21 | | 244 |
| | Number of Hours Open | 173 | | 2011.5 |
| Material Usage | Total Items checked out | 10929 | | 126379 |
| | Items per Hour (Average) | 63 | | 63 |
| | Adult Material Checked Out | 1409 | | 16799 |
| | Juvenile Material Checked Out | 7983 | | 89567 |
| | Self-Checkout Use | 0 | | 97 |
| | Digital Materials Checked Out | 1537 | | 20013 |
| | Interlibrary shipped | 207 | | 2401 |
| | Interlibrary received | 203 | | 2219 |
| | Reference | 216 | | 3122 |
| | Computer Sessions | 260 | | 2928 |
| | Computer Usage (hours) | 209 | | 2430 |
| Programs | Community Center Event Hrs | 0 | | 38 |
| | Total Number of Programs | 29 | | 402 |
| | Total Program Attendance | 485 | | 6539 |

# Monthly Cash Activity

(Unaudited)

# September 2025

FUND: ALL
DATES: 9/01/2025- 9/30/2025
ACCT: ALL
TYPE: ALL CASH

| ACCOUNT NO# | CHECKS | DEPOSITS | SVC CHARGE | INTEREST | MISC. | NET CHANGE | BALANCE |
|---|---|---|---|---|---|---|---|
| 101-11-000-00 | 0.00 | 318,112.06 | 0.00 | 1,022.56 | 53,957.23 | 373,091.85 | 948,824.06 |
| 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 | 1,352,227.22 | 0.00 | 12,451.57 | 2,221,059.99CR | 856,381.20CR | 6,436,381.64 |
| 101-11-000-90 | 0.00 | 144,990.27 | 0.00 | 19,760.75 | 0.00 | 164,751.02 | 5,625,239.91 |
| 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 | 219,695.39 | 0.00 | 741.48 | 538,825.11 | 759,261.98 | 803,560.64 |
| 201-11-000-10 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 200.00 |
| 201-11-000-84 | 0.00 | 485,866.63 | 0.00 | 0.00 | 654,931.30CR | 169,064.67CR | 8,215,452.17 |
| 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 | 921.75 | 0.00 | 921.75 | 259,873.60 |
| 201-11-000-91 | 0.00 | 0.00 | 0.00 | 2,350.34 | 0.00 | 2,350.34 | 662,651.04 |
| 201-11-000-95 | 0.00 | 224,061.33 | 0.00 | 13,573.02 | 54,328.81CR | 183,305.54 | 3,856,986.92 |
| 201-11-000-96 | 0.00 | 429,459.91CR | 0.00 | 69,967.95 | 0.00 | 359,491.96CR | 19,666,984.90 |
| 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 | 3,872,792.94 | 0.00 | 0.00 | 114,602.51CR | 3,758,190.43 | 15,214,215.36 |
| 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 | 3,060.83 | 0.00 | 3,060.83 | 862,963.99 |
| 202-11-000-92 | 0.00 | 3,399,235.76CR | 0.00 | 133,400.38 | 0.00 | 3,265,835.38CR | 36,505,596.29 |
| 202-11-036-37 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 203-11-000-84 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 203-11-000-85 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 205-11-000-84 | 0.00 | 242,169.07 | 0.00 | 0.00 | 236,015.82CR | 6,153.25 | 384,155.04CR |
| 205-11-000-85 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 301-11-000-00 | 0.00 | 5,170.00 | 0.00 | 640.12 | 0.00 | 5,810.12 | 184,694.11 |
| 301-11-000-84 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 379,577.38CR |
| 301-11-000-90 | 0.00 | 0.00 | 0.00 | 268.13 | 0.00 | 268.13 | 75,594.23 |
| 401-11-000-00 | 0.00 | 0.00 | 0.00 | 162.77 | 0.00 | 162.77 | 46,163.11 |
| 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 | 3,945.75CR | 3,945.75CR | 34,394.63 |
| 401-11-058-24 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 402-11-000-00 | 0.00 | 0.00 | 0.00 | 3,206.25 | 0.00 | 3,206.25 | 909,304.50 |
| 403-11-000-00 | 0.00 | 875,739.85CR | 0.00 | 9,474.90 | 532,853.00 | 333,411.95CR | 2,717,796.54 |
| 403-11-000-10 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 404-11-000-00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 404-11-000-50 | 0.00 | 0.00 | 0.00 | 4,380.71 | 0.00 | 4,380.71 | 1,235,079.74 |
| 404-11-000-51 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 404-11-000-60 | 0.00 | 0.00 | 0.00 | 11,924.82 | 0.00 | 11,924.82 | 3,361,972.79 |
| 404-11-000-70 | 0.00 | 0.00 | 0.00 | 7,084.75 | 0.00 | 7,084.75 | 1,997,457.56 |
| 404-11-000-90 | 0.00 | 0.00 | 0.00 | 6.61 | 0.00 | 6.61 | 1,873.14 |
| 405-11-000-00 | 0.00 | 216,240.63CR | 0.00 | 714.86 | 0.00 | 215,525.77CR | 911.18 |
| 405-11-000-84 | 0.00 | 216,240.63 | 0.00 | 0.00 | 52,747.50CR | 163,493.13 | 20,119.75 |
| 406-11-000-00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 406-11-000-10 | 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 |

FUND: ALL
ACCT: ALL
TYPE: ALL CASH
DATES: 9/01/2025- 9/30/2025

| ACCOUNT NO# | CHECKS | DEPOSITS | SVC CHARGE | INTEREST | MISC. | NET CHANGE | BALANCE |
|---|---|---|---|---|---|---|---|
| 406-11-000-43 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 406-11-000-84 | 0.00 | 35,000.00 | 0.00 | 0.00 | 36,774.27CR | 1,774.27CR | 390,110.61 |
| 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 | 2,353.86 | 0.00 | 2,353.86 | 663,639.52 |
| 501-11-000-56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 501-11-000-58 | 0.00 | 0.00 | 0.00 | 879.58 | 0.00 | 879.58 | 249,451.75 |
| 501-11-000-59 | 0.00 | 0.00 | 0.00 | 29.93 | 0.00 | 29.93 | 8,461.27 |
| 501-11-000-60 | 0.00 | 0.00 | 0.00 | 0.00 | 54,328.81 | 54,328.81 | 0.00 |
| 501-11-000-61 | 0.00 | 0.00 | 0.00 | 38.89 | 0.00 | 38.89 | 10,993.95 |
| 501-11-000-62 | 0.00 | 267,085.04CR | 0.00 | 25,323.67 | 0.00 | 241,761.37CR | 6,995,251.65 |
| 501-11-000-63 | 0.00 | 311,857.01CR | 0.00 | 8,996.13 | 0.00 | 302,860.88CR | 2,363,301.92 |
| 501-11-000-64 | 0.00 | 762,866.38CR | 0.00 | 171,459.81 | 0.00 | 591,406.57CR | 48,234,010.37 |
| 501-11-000-84 | 0.00 | 1,355,584.43 | 0.00 | 0.00 | 4,742,847.97CR | 3,387,263.54CR | 30,760,665.00CR |
| 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 | 3.18 | 0.00 | 3.18 | 895.09 |
| 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 | 100,950.75 | 0.00 | 7,263.11 | 15,060.46CR | 93,153.40 | 2,089,886.69 |
| 701-11-000-50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 701-11-000-84 | 0.00 | 2,622.90 | 0.00 | 0.00 | 23,102.47CR | 20,479.57CR | 37,239.27CR |
| 701-11-000-90 | 0.00 | 0.00 | 0.00 | 6,035.37 | 0.00 | 6,035.37 | 1,701,590.26 |
| 701-11-088-41 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 801-11-000-00 | 0.00 | 155,600.74 | 0.00 | 2,038.57 | 128,973.40CR | 28,665.91 | 513,614.78 |
| 801-11-000-02 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 801-11-000-84 | 0.00 | 155,600.74CR | 0.00 | 0.00 | 155,770.74 | 170.00 | 65,211.42CR |
| 802-11-000-00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 295,245.26 |
| 802-11-000-01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,208,324.31 |
| 802-11-000-02 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.38CR |
| 802-11-000-05 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.46 |
| 802-11-000-06 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.25 |
| 802-11-000-07 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 803-11-000-01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,092,783.10 |
| 804-11-000-01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 114,878.00 |
| 804-11-000-02 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 40,577.00 |
| 804-11-000-03 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 74,808.00 |
| 804-11-000-04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 8,313.00 |
| 804-11-000-05 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 57,559.00 |
| 804-11-000-06 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,109,635.00 |
| 804-11-000-07 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 19,678.00 |
| 805-11-000-01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 805-11-000-02 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 805-11-000-03 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 805-11-000-04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 805-11-000-05 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 805-11-000-06 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 805-11-000-07 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 901-11-000-00 | 1,551,935.74CR | 8,587,892.93 | 0.00 | 12,451.57 | 7,065,823.15CR | 17,414.39CR | 1,693,642.90 |
| ** TOTALS ** | 1,551,935.74CR | 10,900,891.97 | 0.00 | 531,988.22 | 14,014,478.51CR | 4,133,534.06CR | 147,954,295.45 |

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

| ACCOUNT | AVERAGE BALANCE |
|---|---|
| 101 11-000-00 | 318,812.36 |

FUND: ALL
ACCT: ALL
TYPE: ALL CASH
DATES: 9/01/2025- 9/30/2025

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

| ACCOUNT | AVERAGE BALANCE |
|---|---|
| 101 11-000-10 | 200.00 |
| 101 11-000-20 | 0.00 |
| 101 11-000-58 | 0.00 |
| 101 11-000-84 | 7,066,257.70 |
| 101 11-000-90 | 5,552,974.75 |
| 101 11-027-87 | 0.00 |
| 200 11-000-84 | 0.00 |
| 201 11-000-00 | 210,358.51 |
| 201 11-000-10 | 200.00 |
| 201 11-000-84 | 8,597,296.65 |
| 201 11-000-85 | 0.00 |
| 201 11-000-90 | 258,982.58 |
| 201 11-000-91 | 660,379.04 |
| 201 11-000-95 | 3,864,923.25 |
| 201 11-000-96 | 19,642,295.21 |
| 201 11-012-73 | 0.00 |
| 201 11-032-89 | 0.00 |
| 202 11-000-84 | 13,928,846.89 |
| 202 11-000-85 | 0.00 |
| 202 11-000-91 | 860,005.19 |
| 202 11-000-92 | 37,466,785.51 |
| 202 11-036-37 | 0.00 |
| 203 11-000-84 | 0.00 |
| 203 11-000-85 | 0.00 |
| 205 11-000-84 | 454,310.81CR |
| 205 11-000-85 | 0.00 |
| 301 11-000-00 | 179,077.66 |
| 301 11-000-84 | 379,577.38CR |
| 301 11-000-90 | 75,335.04 |
| 401 11-000-00 | 46,005.77 |
| 401 11-000-70 | 0.00 |
| 401 11-000-84 | 34,256.45 |
| 401 11-058-24 | 0.00 |
| 402 11-000-00 | 906,205.13 |
| 403 11-000-00 | 2,677,961.57 |
| 403 11-000-10 | 0.00 |
| 404 11-000-00 | 0.00 |
| 404 11-000-50 | 1,230,845.05 |
| 404 11-000-51 | 0.00 |
| 404 11-000-60 | 3,350,445.46 |
| 404 11-000-70 | 1,990,608.97 |
| 404 11-000-90 | 1,866.75 |
| 405 11-000-00 | 202,044.74 |
| 405 11-000-84 | 165,823.22CR |
| 406 11-000-00 | 0.00 |
| 406 11-000-10 | 0.00 |
| 406 11-000-41 | 0.00 |
| 406 11-000-42 | 0.00 |
| 406 11-000-43 | 0.00 |

FUND: ALL
ACCT: ALL
TYPE: ALL CASH
DATES: 9/01/2025- 9/30/2025

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

| ACCOUNT | AVERAGE BALANCE |
|---|---|
| 406 11-000-84 | 394,472.21 |
| 407 11-000-84 | 0.00 |
| 501 11-000-00 | 0.00 |
| 501 11-000-55 | 661,364.12 |
| 501 11-000-56 | 0.00 |
| 501 11-000-58 | 248,601.49 |
| 501 11-000-59 | 8,432.34 |
| 501 11-000-60 | 43,463.05CR |
| 501 11-000-61 | 10,956.36 |
| 501 11-000-62 | 7,113,217.46 |
| 501 11-000-63 | 2,525,276.15 |
| 501 11-000-64 | 48,144,552.53 |
| 501 11-000-84 | 28,808,100.85CR |
| 501 11-000-90 | 0.00 |
| 501 11-008-38 | 892.02 |
| 501 11-026-00 | 0.00 |
| 601 11-000-00 | 0.00 |
| 601 11-000-84 | 0.00 |
| 701 11-000-00 | 2,052,807.10 |
| 701 11-000-50 | 0.00 |
| 701 11-000-84 | 29,305.25CR |
| 701 11-000-90 | 1,695,756.07 |
| 701 11-088-41 | 0.00 |
| 801 11-000-00 | 567,503.55 |
| 801 11-000-02 | 0.00 |
| 801 11-000-84 | 75,880.58CR |
| 802 11-000-00 | 295,245.26 |
| 802 11-000-01 | 2,208,324.31 |
| 802 11-000-02 | 0.38CR |
| 802 11-000-05 | 0.46 |
| 802 11-000-06 | 0.25 |
| 802 11-000-07 | 0.00 |
| 803 11-000-01 | 1,092,783.10 |
| 804 11-000-01 | 114,878.00 |
| 804 11-000-02 | 40,577.00 |
| 804 11-000-03 | 74,808.00 |
| 804 11-000-04 | 8,313.00 |
| 804 11-000-05 | 57,559.00 |
| 804 11-000-06 | 1,109,635.00 |
| 804 11-000-07 | 19,678.00 |
| 805 11-000-01 | 0.00 |
| 805 11-000-02 | 0.00 |
| 805 11-000-03 | 0.00 |
| 805 11-000-04 | 0.00 |
| 805 11-000-05 | 0.00 |
| 805 11-000-06 | 0.00 |
| 805 11-000-07 | 0.00 |
| 901 11-000-00 | 3,095,086.54 |

| | | BEGINNING BALANCE | TOTAL DEBITS | TOTAL CREDITS | ENDING BALANCE | AVERAGE DAILY BALANCE |
|---|---|---|---|---|---|---|
| General Fund | | | | | | |
| 101-11-000-00 | General Fund Cas | 575,732.21 | 1,190,093.57 | 817,001.72CR | 948,824.06 | 318,812.36 |
| 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 | 7,292,762.84 | 1,707,559.31 | 2,563,940.51CR | 6,436,381.64 | 7,066,257.70 |
| 101-11-000-90 | Investment Accou | 5,460,488.89 | 215,922.02 | 51,171.00CR | 5,625,239.91 | 5,552,974.75 |
| 101-11-027-87 | Municipal Saving | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | FUND 101 TOTAL | 13,329,183.94 | 3,113,574.90 | 3,432,113.23CR | 13,010,645.61 | 12,938,244.81 |
| 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 | 44,298.66 | 832,341.07 | 73,079.09CR | 803,560.64 | 210,358.51 |
| 201-11-000-10 | Cash Drawer | 200.00 | 0.00 | 0.00 | 200.00 | 200.00 |
| 201-11-000-84 | Claim on Cash Wa | 8,384,516.84 | 821,551.54 | 990,616.21CR | 8,215,452.17 | 8,597,296.65 |
| 201-11-000-85 | Water Claim on O | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 201-11-000-90 | Investment Accou | 258,951.85 | 921.75 | 0.00 | 259,873.60 | 258,982.58 |
| 201-11-000-91 | Water Impact Fee | 660,300.70 | 2,350.34 | 0.00 | 662,651.04 | 660,379.04 |
| 201-11-000-95 | Cash - CO 2023 P | 3,673,681.38 | 237,634.35 | 54,328.81CR | 3,856,986.92 | 3,864,923.25 |
| 201-11-000-96 | Cash CO 2025 - U | 20,026,476.86 | 69,967.95 | 429,459.91CR | 19,666,984.90 | 19,642,295.21 |
| 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 | 33,048,426.29 | 1,964,767.00 | 1,547,484.02CR | 33,465,709.27 | 33,234,435.24 |
| Sewer Fund | | | | | | |
| 202-11-000-84 | Claim on Cash Se | 11,456,024.93 | 3,892,888.36 | 134,697.93CR | 15,214,215.36 | 13,928,846.89 |
| 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 | 859,903.16 | 3,060.83 | 0.00 | 862,963.99 | 860,005.19 |
| 202-11-000-92 | Utility Funding | 39,771,431.67 | 133,400.38 | 3,399,235.76CR | 36,505,596.29 | 37,466,785.51 |
| 202-11-036-37 | Sewer Reserve ca | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | FUND 202 TOTAL | 52,087,359.76 | 4,029,349.57 | 3,533,933.69CR | 52,582,775.64 | 52,255,637.59 |
| Drainage Fund | | | | | | |
| 203-11-000-84 | Claim on Cash Dr | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 203-11-000-85 | DrainageClaim on | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | FUND 203 TOTAL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | | BEGINNING BALANCE | TOTAL DEBITS | TOTAL CREDITS | ENDING BALANCE | AVERAGE DAILY BALANCE |
|---|---|---|---|---|---|---|
| Solid Waste Fund | | | | | | |
| 205-11-000-84 | Claim on Cash Ga | 390,308.29CR | 246,821.39 | 240,668.14CR | 384,155.04CR | 454,310.81CR |
| 205-11-000-85 | Trash Claim on O | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | FUND 205 TOTAL | 390,308.29CR | 246,821.39 | 240,668.14CR | 384,155.04CR | 454,310.81CR |
| Debt Service Fund | | | | | | |
| 301-11-000-00 | Debt Service Cas | 178,883.99 | 5,810.12 | 0.00 | 184,694.11 | 179,077.66 |
| 301-11-000-84 | Claim on Cash De | 379,577.38CR | 0.00 | 0.00 | 379,577.38CR | 379,577.38CR |
| 301-11-000-90 | Investment Accou | 75,326.10 | 268.13 | 0.00 | 75,594.23 | 75,335.04 |
| | FUND 301 TOTAL | 125,367.29CR | 6,078.25 | 0.00 | 119,289.04CR | 125,164.68CR |
| Special Revenue Fund | | | | | | |
| 401-11-000-00 | Special Revenue | 46,000.34 | 162.77 | 0.00 | 46,163.11 | 46,005.77 |
| 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 | 38,340.38 | 1,514.25 | 5,460.00CR | 34,394.63 | 34,256.45 |
| 401-11-058-24 | Seizure Fund Cas | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | FUND 401 TOTAL | 84,340.72 | 1,677.02 | 5,460.00CR | 80,557.74 | 80,262.22 |
| TIRZ Jackson Ridge | | | | | | |
| 402-11-000-00 | TIRZ Cash | 906,098.25 | 3,206.25 | 0.00 | 909,304.50 | 906,205.13 |
| | FUND 402 TOTAL | 906,098.25 | 3,206.25 | 0.00 | 909,304.50 | 906,205.13 |
| Impact Fees | | | | | | |
| 403-11-000-00 | Impact Fees Cash | 3,051,208.49 | 542,327.90 | 875,739.85CR | 2,717,796.54 | 2,677,961.57 |
| 403-11-000-10 | HPR Capital Fund | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | FUND 403 TOTAL | 3,051,208.49 | 542,327.90 | 875,739.85CR | 2,717,796.54 | 2,677,961.57 |
| Development Fees | | | | | | |
| 404-11-000-00 | Development Fees | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 404-11-000-50 | Investment Acct- | 1,230,699.03 | 44,880.71 | 40,500.00CR | 1,235,079.74 | 1,230,845.05 |
| 404-11-000-51 | Park Fees Accoun | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 404-11-000-60 | Investment acct- | 3,350,047.97 | 22,595.82 | 10,671.00CR | 3,361,972.79 | 3,350,445.46 |
| 404-11-000-70 | Investment Acct- | 1,990,372.81 | 7,084.75 | 0.00 | 1,997,457.56 | 1,990,608.97 |
| 404-11-000-90 | Investment Accou | 1,866.53 | 102,348.61 | 102,342.00CR | 1,873.14 | 1,866.75 |
| | FUND 404 TOTAL | 6,572,986.34 | 176,909.89 | 153,513.00CR | 6,596,383.23 | 6,573,766.23 |

| | | BEGINNING BALANCE | TOTAL DEBITS | TOTAL CREDITS | ENDING BALANCE | AVERAGE DAILY BALANCE |
|---|---|---|---|---|---|---|
| Grant Fund | | | | | | |
| 405-11-000-00 | Grant Fund Cash | 216,436.95 | 714.86 | 216,240.63CR | 911.18 | 202,044.74 |
| 405-11-000-84 | Claim on Cash Gr | 143,373.38CR | 216,240.63 | 52,747.50CR | 20,119.75 | 165,823.22CR |
| | FUND 405 TOTAL | 73,063.57 | 216,955.49 | 268,988.13CR | 21,030.93 | 36,221.52 |
| Holding Acct Dev Agreemts | | | | | | |
| 406-11-000-00 | Developer Cash H | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 406-11-000-10 | HPR Capital Acco | 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 | 391,884.88 | 35,000.00 | 36,774.27CR | 390,110.61 | 394,472.21 |
| | FUND 406 TOTAL | 391,884.88 | 35,000.00 | 36,774.27CR | 390,110.61 | 394,472.21 |
| 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 | 661,285.66 | 2,353.86 | 0.00 | 663,639.52 | 661,364.12 |
| 501-11-000-56 | Project 38 Fund | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 501-11-000-58 | Escrow Cash - AH | 248,572.17 | 879.58 | 0.00 | 249,451.75 | 248,601.49 |
| 501-11-000-59 | Cash - CO 2022 P | 8,431.34 | 29.93 | 0.00 | 8,461.27 | 8,432.34 |
| 501-11-000-60 | Cash - CO 2023 P | 54,328.81CR | 54,328.81 | 0.00 | 0.00 | 43,463.05CR |
| 501-11-000-61 | Cash - CO 2024 S | 10,955.06 | 38.89 | 0.00 | 10,993.95 | 10,956.36 |
| 501-11-000-62 | ABP LLC Cash Esc | 7,237,013.02 | 45,911.94 | 287,673.31CR | 6,995,251.65 | 7,113,217.46 |
| 501-11-000-63 | HPR Lennar Escro | 2,666,162.80 | 8,996.13 | 311,857.01CR | 2,363,301.92 | 2,525,276.15 |
| 501-11-000-64 | Cash CO 2025 Gov | 48,825,416.94 | 171,459.81 | 762,866.38CR | 48,234,010.37 | 48,144,552.53 |
| 501-11-000-84 | Claim on Cash Ca | 27,373,401.46CR | 1,358,278.68 | 4,745,542.22CR | 30,760,665.00CR | 28,808,100.85CR |
| 501-11-000-90 | Investment Accou | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 501-11-008-38 | Cash - Water Bon | 891.91 | 3.18 | 0.00 | 895.09 | 892.02 |
| 501-11-026-00 | Cash in LOGIC - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | FUND 501 TOTAL | 32,230,998.63 | 1,642,280.81 | 6,107,938.92CR | 27,765,340.52 | 29,861,728.57 |
| 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 |

| | | BEGINNING BALANCE | TOTAL DEBITS | TOTAL CREDITS | ENDING BALANCE | AVERAGE DAILY BALANCE |
|---|---|---|---|---|---|---|
| MDD | | | | | | |
| 701-11-000-00 | MDD Cash | 1,996,733.29 | 109,286.76 | 16,133.36CR | 2,089,886.69 | 2,052,807.10 |
| 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 | 16,759.70CR | 2,622.90 | 23,102.47CR | 37,239.27CR | 29,305.25CR |
| 701-11-000-90 | Investment Accou | 1,695,554.89 | 6,035.37 | 0.00 | 1,701,590.26 | 1,695,756.07 |
| 701-11-088-41 | EDC cash | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | FUND 701 TOTAL | 3,675,528.48 | 117,945.03 | 39,235.83CR | 3,754,237.68 | 3,719,257.92 |
| Employee Benefit Trust | | | | | | |
| 801-11-000-00 | Employee Benefit | 484,948.87 | 159,610.91 | 130,945.00CR | 513,614.78 | 567,503.55 |
| 801-11-000-02 | Cash in Wilmingt | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 801-11-000-84 | Claim on Cash EB | 65,381.42CR | 159,713.94 | 159,543.94CR | 65,211.42CR | 75,880.58CR |
| | FUND 801 TOTAL | 419,567.45 | 319,324.85 | 290,488.94CR | 448,403.36 | 491,622.97 |
| Jackson Ridge PID | | | | | | |
| 802-11-000-00 | Cash Collection | 295,245.26 | 0.00 | 0.00 | 295,245.26 | 295,245.26 |
| 802-11-000-01 | Cash in Wilmingt | 2,208,324.31 | 0.00 | 0.00 | 2,208,324.31 | 2,208,324.31 |
| 802-11-000-02 | Cash in Wilmingt | 0.38CR | 0.00 | 0.00 | 0.38CR | 0.38CR |
| 802-11-000-05 | Cash in Wilmingt | 0.46 | 0.00 | 0.00 | 0.46 | 0.46 |
| 802-11-000-06 | Cash in Wilmingt | 0.25 | 0.00 | 0.00 | 0.25 | 0.25 |
| 802-11-000-07 | Cash in Wilmingt | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | FUND 802 TOTAL | 2,503,569.90 | 0.00 | 0.00 | 2,503,569.90 | 2,503,569.90 |
| Winn Ridge South PID | | | | | | |
| 803-11-000-01 | Cash in Wilmingt | 1,092,783.10 | 0.00 | 0.00 | 1,092,783.10 | 1,092,783.10 |
| | FUND 803 TOTAL | 1,092,783.10 | 0.00 | 0.00 | 1,092,783.10 | 1,092,783.10 |
| Keeneland PID | | | | | | |
| 804-11-000-01 | Cash in Wilmingt | 114,878.00 | 0.00 | 0.00 | 114,878.00 | 114,878.00 |
| 804-11-000-02 | Cash in Wilmingt | 40,577.00 | 0.00 | 0.00 | 40,577.00 | 40,577.00 |
| 804-11-000-03 | Cash In Wilmingt | 74,808.00 | 0.00 | 0.00 | 74,808.00 | 74,808.00 |
| 804-11-000-04 | Cash in Wilmingt | 8,313.00 | 0.00 | 0.00 | 8,313.00 | 8,313.00 |
| 804-11-000-05 | Cash in Wilmingt | 57,559.00 | 0.00 | 0.00 | 57,559.00 | 57,559.00 |
| 804-11-000-06 | Cash in Wilmingt | 1,109,635.00 | 0.00 | 0.00 | 1,109,635.00 | 1,109,635.00 |
| 804-11-000-07 | Cash in Wilmingt | 19,678.00 | 0.00 | 0.00 | 19,678.00 | 19,678.00 |
| | FUND 804 TOTAL | 1,425,448.00 | 0.00 | 0.00 | 1,425,448.00 | 1,425,448.00 |

| | | BEGINNING BALANCE | TOTAL DEBITS | TOTAL CREDITS | ENDING BALANCE | AVERAGE DAILY BALANCE |
|---|---|---|---|---|---|---|
| High Point Ranch PID | | | | | | |
| 805-11-000-01 | Cash in Wilmingt | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 805-11-000-02 | Cash in Wilmingt | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 805-11-000-03 | Cash in Wilmingt | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 805-11-000-04 | Cash in Wilmingt | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 805-11-000-05 | Cash in Wilmingt | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 805-11-000-06 | Cash in Wilmingt | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 805-11-000-07 | Cash in Wilmingt | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | FUND 805 TOTAL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Pooled Cash Fund | | | | | | |
| 901-11-000-00 | Pooled Cash | 1,711,057.29 | 9,142,017.92 | 9,159,432.31CR | 1,693,642.90 | 3,095,086.54 |
| | FUND 901 TOTAL | 1,711,057.29 | 9,142,017.92 | 9,159,432.31CR | 1,693,642.90 | 3,095,086.54 |
| | REPORT TOTALS | 152,087,829.51 | 21,558,236.27 | 25,691,770.33CR | 147,954,295.45 | 150,707,228.03 |

SELECTION CRITERIA

PRINT CURRENT
FUND: All
ACCOUNT TYPE: ALL CASH
TRANSACTION DATES: 9/01/2025 THRU 9/30/2025
PERIOD 13: EXCLUDE

PRINT OPTIONS

REPORT TYPE: SUMMARY
RECAP ONLY: NO
DESCRIPTIONS: NO

*** END OF REPORT ***

# Revenue/Expense by Fund

(Unaudited)

# September 2025

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

101-General Fund
FINANCIAL SUMMARY % OF YEAR COMPLETED: 100.00

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| GENERAL REVENUE | | | | | | |
| Fines and Fees | 134,300 | 47,896.39 | 222,662.21 | 0.00 | ( 88,362.21) | 165.79 |
| Taxes | 6,783,000 | 268,097.28 | 7,788,952.06 | 0.00 | ( 1,005,952.06) | 114.83 |
| Grants | 74,979 | 0.00 | 40,633.87 | 0.00 | 34,345.13 | 54.19 |
| Donations | 37,200 | 147.31 | 141,766.22 | 0.00 | ( 104,566.22) | 381.09 |
| Charges for Services | 9,202,606 | 716,764.42 | 9,216,309.79 | 0.00 | ( 13,703.79) | 100.15 |
| Permits | 2,784,780 | 271,706.46 | 2,437,000.93 | 0.00 | 347,779.07 | 87.51 |
| Miscellaneous | 777,880 | 59,409.30 | 1,591,717.84 | 0.00 | ( 813,837.84) | 204.62 |
| TOTAL GENERAL REVENUE | 19,794,745 | 1,364,021.16 | 21,439,042.92 | 0.00 | ( 1,644,297.92) | 108.31 |
| TOTAL REVENUE | 19,794,745 | 1,364,021.16 | 21,439,042.92 | 0.00 | ( 1,644,297.92) | 108.31 |
| EXPENSE SUMMARY | | | | | | |
| Administration | | | | | | |
| Personnel | 797,688 | 60,790.06 | 718,613.41 | 0.00 | 79,074.59 | 90.09 |
| Materials & Supplies | 17,000 | 1,708.46 | 17,125.58 | 0.00 | ( 125.58) | 100.74 |
| Repairs & Maintenance | 43,000 | 833.54 | 59,103.30 | 4,140.98 | ( 20,244.28) | 147.08 |
| Utilities | 23,000 | 1,848.76 | 25,083.56 | 0.00 | ( 2,083.56) | 109.06 |
| Contract Services | 625,248 | 19,156.52 | 553,005.63 | 0.00 | 72,242.37 | 88.45 |
| Fees & Other Services | 306,971 | 20,511.97 | 262,646.57 | 40,980.00 | 3,344.43 | 98.91 |
| Miscellaneous | 30,000 | 939.21 | 18,804.22 | 0.00 | 11,195.78 | 62.68 |
| Debt Service | 0 | 0.00 | ( 13,057.75) | 0.00 | 13,057.75 | 0.00 |
| TOTAL Administration | 1,842,907 | 105,788.52 | 1,641,324.52 | 45,120.98 | 156,461.50 | 91.51 |
| Police Department | | | | | | |
| Personnel | 4,144,303 | 302,418.89 | 3,901,235.96 | 0.00 | 243,067.04 | 94.13 |
| Materials & Supplies | 234,143 | 18,731.70 | 194,060.98 | 0.00 | 40,082.02 | 82.88 |
| Repairs & Maintenance | 97,325 | 18,127.42 | 93,495.37 | 22,355.32 | ( 18,525.69) | 119.03 |
| Utilities | 35,710 | 3,587.81 | 40,367.58 | 0.00 | ( 4,657.58) | 113.04 |
| Contract Services | 68,609 | 854.50 | 37,348.00 | 0.00 | 31,261.00 | 54.44 |
| Fees & Other Services | 238,590 | 10,961.41 | 201,212.65 | 782.25 | 36,595.10 | 84.66 |
| Public Safety | 256,030 | 1,230.78 | 229,419.72 | 14,566.42 | 12,043.86 | 95.30 |
| Miscellaneous | 70,803 | 10,843.21 | 50,246.79 | 13,307.31 | 7,248.90 | 89.76 |
| TOTAL Police Department | 5,145,513 | 366,755.72 | 4,747,387.05 | 51,011.30 | 347,114.65 | 93.25 |
| Fire Department | | | | | | |
| Personnel | 6,655,050 | 578,082.18 | 6,627,959.84 | 3,500.00 | 23,590.16 | 99.65 |
| Materials & Supplies | 655,136 | 40,792.52 | 585,919.40 | 10,251.79 | 58,964.81 | 91.00 |
| Repairs & Maintenance | 531,592 | 20,158.45 | 655,033.48 | 229,823.03 | ( 353,264.51) | 166.45 |
| Utilities | 76,680 | 7,517.49 | 100,033.86 | 0.00 | ( 23,353.86) | 130.46 |
| Contract Services | 130,450 | 0.00 | 26,958.85 | 0.00 | 103,491.15 | 20.67 |
| Fees & Other Services | 140,650 | 4,127.51 | 168,959.02 | 0.00 | ( 28,309.02) | 120.13 |
| Public Safety | 100,893 | 1,563.68 | 93,860.96 | 4,665.10 | 2,366.94 | 97.65 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

101-General Fund
FINANCIAL SUMMARY % OF YEAR COMPLETED: 100.00

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Miscellaneous | 80,000 | 0.00 | 59,930.54 | 0.00 | 20,069.46 | 74.91 |
| Debt Service | 0 | 7,952.98 | 95,435.76 | 0.00 | ( 95,435.76) | 0.00 |
| TOTAL Fire Department | 8,370,451 | 660,194.81 | 8,414,091.71 | 248,239.92 | ( 291,880.63) | 103.49 |
| Engineering | | | | | | |
| Streets Department | | | | | | |
| Personnel | 319,427 | 26,730.64 | 287,897.56 | 0.00 | 31,529.44 | 90.13 |
| Materials & Supplies | 46,751 | 4,828.34 | 44,435.80 | 0.00 | 2,315.20 | 95.05 |
| Repairs & Maintenance | 72,000 | 1,143.48 | 50,722.36 | 7,979.27 | 13,298.37 | 81.53 |
| Utilities | 49,270 | 2,841.19 | 55,016.56 | 0.00 | ( 5,746.56) | 111.66 |
| Contract Services | 15,000 | 0.00 | 10,791.53 | 0.00 | 4,208.47 | 71.94 |
| Fees & Other Services | 3,107 | 0.00 | 2,200.30 | 0.00 | 906.70 | 70.82 |
| Miscellaneous | 37,500 | 11,920.50 | 11,920.50 | 33,997.50 | ( 8,418.00) | 122.45 |
| TOTAL Streets Department | 543,055 | 47,464.15 | 462,984.61 | 41,976.77 | 38,093.62 | 92.99 |
| Development Services | | | | | | |
| Personnel | 751,438 | 49,171.22 | 705,299.04 | 0.00 | 46,138.96 | 93.86 |
| Materials & Supplies | 10,700 | 897.03 | 13,691.83 | 0.00 | ( 2,991.83) | 127.96 |
| Repairs & Maintenance | 4,000 | 167.03 | 3,885.62 | 0.00 | 114.38 | 97.14 |
| Contract Services | 1,165,000 | 75,075.19 | 1,032,587.09 | 0.00 | 132,412.91 | 88.63 |
| Fees & Other Services | 50,997 | 2,827.29 | 83,093.73 | 1,403.00 | ( 33,499.73) | 165.69 |
| TOTAL Development Services | 1,982,135 | 128,137.76 | 1,838,557.31 | 1,403.00 | 142,174.69 | 92.83 |
| Court | | | | | | |
| Personnel | 85,724 | 6,829.36 | 86,139.83 | 0.00 | ( 415.83) | 100.49 |
| Materials & Supplies | 1,000 | 983.51 | 2,301.62 | 0.00 | ( 1,301.62) | 230.16 |
| Contract Services | 31,900 | 1,400.00 | 32,754.74 | 0.00 | ( 854.74) | 102.68 |
| Fees & Other Services | 5,685 | 0.00 | 3,145.08 | 0.00 | 2,539.92 | 55.32 |
| TOTAL Court | 124,309 | 9,212.87 | 124,341.27 | 0.00 | ( 32.27) | 100.03 |
| Parks & Recreation | | | | | | |
| Personnel | 309,555 | 32,684.24 | 324,482.38 | 0.00 | ( 14,927.38) | 104.82 |
| Materials & Supplies | 11,600 | 413.52 | 10,317.61 | 0.00 | 1,282.39 | 88.94 |
| Repairs & Maintenance | 40,000 | 6,027.53 | 45,476.15 | 0.00 | ( 5,476.15) | 113.69 |
| Utilities | 11,700 | 1,597.42 | 17,010.20 | 0.00 | ( 5,310.20) | 145.39 |
| Contract Services | 4,120 | 0.00 | 4,119.59 | 0.00 | 0.41 | 99.99 |
| Fees & Other Services | 6,920 | 236.92 | 6,089.52 | 0.00 | 830.48 | 88.00 |
| Miscellaneous | 225,500 | 36,924.47 | 222,576.17 | 22,127.34 | ( 19,203.51) | 108.52 |
| TOTAL Parks & Recreation | 609,395 | 77,884.10 | 630,071.62 | 22,127.34 | ( 42,803.96) | 107.02 |
| Library | | | | | | |
| Personnel | 371,563 | 29,997.05 | 377,464.69 | 0.00 | ( 5,901.69) | 101.59 |
| Materials & Supplies | 53,960 | 3,280.15 | 50,362.07 | 951.14 | 2,646.79 | 95.09 |
| Repairs & Maintenance | 88,000 | 315.00 | 83,950.34 | 0.00 | 4,049.66 | 95.40 |
| Utilities | 22,548 | 2,150.74 | 21,360.47 | 0.00 | 1,187.53 | 94.73 |
| Contract Services | 1,800 | 0.00 | 714.00 | 0.00 | 1,086.00 | 39.67 |
| Fees & Other Services | 37,102 | 1,441.70 | 38,383.43 | 0.00 | ( 1,281.43) | 103.45 |
| Miscellaneous | 16,400 | 2,492.57 | 16,069.60 | 0.00 | 330.40 | 97.99 |
| TOTAL Library | 591,373 | 39,677.21 | 588,304.60 | 951.14 | 2,117.26 | 99.64 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

101-General Fund
FINANCIAL SUMMARY % OF YEAR COMPLETED: 100.00

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Providence Village PD | | | | | | |
| Fleet | | | | | | |
| Personnel | 44,046 | 8,073.64 | 31,690.50 | 0.00 | 12,355.50 | 71.95 |
| Materials & Supplies | 4,000 | 0.00 | 427.43 | 0.00 | 3,572.57 | 10.69 |
| Repairs & Maintenance | 2,000 | 0.00 | 219.00 | 0.00 | 1,781.00 | 10.95 |
| Fees & Other Services | 1,000 | 4,020.32 | 9,515.32 | 174.22 | ( 8,689.54) | 968.95 |
| TOTAL Fleet | 51,046 | 12,093.96 | 41,852.25 | 174.22 | 9,019.53 | 82.33 |
| HR | | | | | | |
| Personnel | 168,567 | 18,699.29 | 180,484.06 | 0.00 | ( 11,917.06) | 107.07 |
| Materials & Supplies | 790 | 134.84 | 936.27 | 0.00 | ( 146.27) | 118.52 |
| Contract Services | 18,200 | 2,136.50 | 14,925.25 | 0.00 | 3,274.75 | 82.01 |
| Fees & Other Services | 15,102 | 0.00 | 10,661.19 | 24,583.58 | ( 20,142.77) | 233.38 |
| Miscellaneous | 48,000 | 1,002.12 | 16,902.33 | 0.00 | 31,097.67 | 35.21 |
| TOTAL HR | 250,659 | 21,972.75 | 223,909.10 | 24,583.58 | 2,166.32 | 99.14 |
| TOTAL EXPENSES | 19,510,843 | 1,469,181.85 | 18,712,824.04 | 435,588.25 | 362,430.71 | 98.14 |
| REVENUE OVER/(UNDER) EXPENSES | 283,902 | ( 105,160.69) | 2,726,218.88 | ( 435,588.25) | ( 2,006,728.63) | 806.84 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

101-General Fund

% OF YEAR COMPLETED: 100.00

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Fines and Fees | | | | | | |
| 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 | 47,506.43 | 217,629.70 | 0.00 | ( 87,629.70) | 167.41 |
| 101-4000-01-4410 Warrant Income | 4,000 | 389.96 | 4,784.34 | 0.00 | ( 784.34) | 119.61 |
| TOTAL Fines and Fees | 134,300 | 47,896.39 | 222,662.21 | 0.00 | ( 88,362.21) | 165.79 |
| Taxes | | | | | | |
| 101-4000-02-4100 Property Taxes | 2,750,000 | 11,160.73 | 3,199,562.60 | 0.00 | ( 449,562.60) | 116.35 |
| 101-4000-02-4130 Sales Taxes | 2,500,000 | 204,255.38 | 3,330,475.31 | 0.00 | ( 830,475.31) | 133.22 |
| 101-4000-02-4140 Franchise Tax-Electric | 317,000 | 0.00 | 340,048.71 | 0.00 | ( 23,048.71) | 107.27 |
| 101-4000-02-4141 Franchise Tax-Gas | 45,000 | 19,198.17 | 39,155.89 | 0.00 | 5,844.11 | 87.01 |
| 101-4000-02-4142 Franchise Tax-Telephone | 4,000 | 0.00 | 3,501.16 | 0.00 | 498.84 | 87.53 |
| 101-4000-02-4143 Franchise Tax-Cable TV | 12,000 | 0.00 | 8,918.56 | 0.00 | 3,081.44 | 74.32 |
| 101-4000-02-4144 Franchise Tax-Water | 840,000 | 0.00 | 505,591.41 | 0.00 | 334,408.59 | 60.19 |
| 101-4000-02-4146 Franchise Tax-Garbage | 315,000 | 33,483.00 | 361,698.42 | 0.00 | ( 46,698.42) | 114.82 |
| TOTAL Taxes | 6,783,000 | 268,097.28 | 7,788,952.06 | 0.00 | ( 1,005,952.06) | 114.83 |
| Grants | | | | | | |
| 101-4000-03-4391 Grants - Police | 74,979 | 0.00 | 40,633.87 | 0.00 | 34,345.13 | 54.19 |
| TOTAL Grants | 74,979 | 0.00 | 40,633.87 | 0.00 | 34,345.13 | 54.19 |
| Donations | | | | | | |
| 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 | 134,724.68 | 0.00 | ( 101,724.68) | 408.26 |
| 101-4000-04-4393 Donations-Library | 4,200 | 147.31 | 6,041.54 | 0.00 | ( 1,841.54) | 143.85 |
| TOTAL Donations | 37,200 | 147.31 | 141,766.22 | 0.00 | ( 104,566.22) | 381.09 |
| Charges for Services | | | | | | |
| 101-4000-06-4104 Aspen Meadow Police | 100,000 | 3,717.29 | 76,448.81 | 0.00 | 23,551.19 | 76.45 |
| 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 | 510,733.64 | 0.00 | 104,266.36 | 83.05 |
| 101-4000-06-4318 DC FWSD # 10 Elm Ridge | 0 | 56,626.01 | 659,549.70 | 0.00 | ( 659,549.70) | 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 | 201,222.30 | 1,241,879.01 | 0.00 | 33,276.99 | 97.39 |
| 101-4000-06-4402 Silverado Police | 1,030,800 | 44,407.37 | 961,450.21 | 0.00 | 69,349.79 | 93.27 |
| 101-4000-06-4403 Sandbrock Police | 477,000 | 46,964.68 | 490,829.86 | 0.00 | ( 13,829.86) | 102.90 |
| 101-4000-06-4404 DISD SRO | 242,488 | 60,621.90 | 296,883.85 | 0.00 | ( 54,395.85) | 122.43 |
| 101-4000-06-4420 Accident Reports | 500 | 150.00 | 834.00 | 0.00 | ( 334.00) | 166.80 |
| 101-4000-06-4480 Library fines & fees | 500 | 0.00 | 825.97 | 0.00 | ( 325.97) | 165.19 |
| 101-4000-06-4481 Public Services - copie | 1,500 | 0.00 | 2,922.46 | 0.00 | ( 1,422.46) | 194.83 |
| 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 | 36,253.00 | 0.00 | ( 3,753.00) | 111.55 |
| 101-4000-06-4486 Silverado Library Fee | 15,000 | 0.00 | 0.00 | 0.00 | 15,000.00 | 0.00 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

101-General Fund

% OF YEAR COMPLETED: 100.00

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| 101-4000-06-4501 Community Building rent | 2,000 | 0.00 | 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 | 125,726.25 | 0.00 | 39,273.75 | 76.20 |
| 101-4000-06-4742 Silverado Fire | 1,325,000 | 55,509.17 | 1,273,629.01 | 0.00 | 51,370.99 | 96.12 |
| 101-4000-06-4744 Sandbrock Fire | 306,000 | 32,235.32 | 348,028.65 | 0.00 | ( 42,028.65) | 113.73 |
| 101-4000-06-4745 Aspen Meadow Fire | 110,000 | 4,646.61 | 106,313.51 | 0.00 | 3,686.49 | 96.65 |
| 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 | 1,477,000 | 165,193.77 | 1,694,833.70 | 0.00 | ( 217,833.70) | 114.75 |
| TOTAL Charges for Services | 9,202,606 | 716,764.42 | 9,216,309.79 | 0.00 | ( 13,703.79) | 100.15 |
| Permits | | | | | | |
| 101-4000-07-4200 Building Permits | 1,100,000 | 68,250.55 | 779,961.10 | 0.00 | 320,038.90 | 70.91 |
| 101-4000-07-4210 Plan Review fees | 1,300,000 | 74,804.12 | 900,720.74 | 0.00 | 399,279.26 | 69.29 |
| 101-4000-07-4220 Inspection fees | 200,000 | 113,803.58 | 193,449.58 | 0.00 | 6,550.42 | 96.72 |
| 101-4000-07-4225 Street Inspection Fees | 150,000 | 0.00 | 516,313.80 | 0.00 | ( 366,313.80) | 344.21 |
| 101-4000-07-4250 Contractor registration | 4,000 | 275.00 | 7,207.50 | 0.00 | ( 3,207.50) | 180.19 |
| 101-4000-07-4260 Other Permit fee | 14,000 | 1,570.00 | 10,935.00 | 0.00 | 3,065.00 | 78.11 |
| 101-4000-07-4280 Engineering fees | 0 | 11,503.21 | 11,503.21 | 0.00 | ( 11,503.21) | 0.00 |
| 101-4000-07-4290 Health Permits | 15,000 | 1,200.00 | 14,700.00 | 0.00 | 300.00 | 98.00 |
| 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 | 300.00 | 1,580.00 | 0.00 | ( 280.00) | 121.54 |
| 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 | 60.00 | 0.00 | 60.00 | 50.00 |
| TOTAL Permits | 2,784,780 | 271,706.46 | 2,437,000.93 | 0.00 | 347,779.07 | 87.51 |
| Miscellaneous | | | | | | |
| 101-4000-09-4430 All Admin Fees | 172,380 | 9,670.00 | 162,539.98 | 0.00 | 9,840.02 | 94.29 |
| 101-4000-09-4435 City Event Fees | 80,000 | 11,504.42 | 109,241.65 | 0.00 | ( 29,241.65) | 136.55 |
| 101-4000-09-4500 Interest Income | 400,000 | 33,234.88 | 412,366.75 | 0.00 | ( 12,366.75) | 103.09 |
| 101-4000-09-4540 Other Income | 500 | 0.00 | 3,070.04 | 0.00 | ( 2,570.04) | 614.01 |
| 101-4000-09-4542 CITI CARD REBATE | 0 | 0.00 | 5,663.42 | 0.00 | ( 5,663.42) | 0.00 |
| 101-4000-09-4550 Gain on sale of assets | 15,000 | 5,000.00 | 61,598.44 | 0.00 | ( 46,598.44) | 410.66 |
| 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 | 110,000 | 0.00 | 110,928.27 | 0.00 | ( 928.27) | 100.84 |
| TOTAL Miscellaneous | 777,880 | 59,409.30 | 1,591,717.84 | 0.00 | ( 813,837.84) | 204.62 |
| Contingency/FB | | | | | | |
| TOTAL REVENUE | 19,794,745 | 1,364,021.16 | 21,439,042.92 | 0.00 | ( 1,644,297.92) | 108.31 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

101-General Fund

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Administration | | | | | | |
| Personnel | | | | | | |
| 101-5101-01-5101 Salaries | 640,500 | 47,619.76 | 563,090.29 | 0.00 | 77,409.71 | 87.91 |
| 101-5101-01-5105 Overtime | 4,600 | 303.24 | 6,626.45 | 0.00 | ( 2,026.45) | 144.05 |
| 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 | 5,103.81 | 56,897.60 | 0.00 | 11,667.40 | 82.98 |
| 101-5101-01-5108 Payroll Tax Expense (me | 9,335 | 662.45 | 8,338.46 | 0.00 | 996.54 | 89.32 |
| 101-5101-01-5109 Group Health Insurance | 59,388 | 4,900.95 | 71,247.85 | 0.00 | ( 11,859.85) | 119.97 |
| 101-5101-01-5110 Workers Comp TML | 1,000 | 0.00 | 1,750.65 | 0.00 | ( 750.65) | 175.07 |
| 101-5101-01-5621 Travel & Training | 13,000 | 2,199.85 | 9,392.23 | 0.00 | 3,607.77 | 72.25 |
| TOTAL Personnel | 797,688 | 60,790.06 | 718,613.41 | 0.00 | 79,074.59 | 90.09 |
| Materials & Supplies | | | | | | |
| 101-5101-03-5050 Office Supplies | 12,000 | 1,568.10 | 14,735.61 | 0.00 | ( 2,735.61) | 122.80 |
| 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 | 140.36 | 2,080.00 | 0.00 | ( 80.00) | 104.00 |
| TOTAL Materials & Supplies | 17,000 | 1,708.46 | 17,125.58 | 0.00 | ( 125.58) | 100.74 |
| Repairs & Maintenance | | | | | | |
| 101-5101-04-5120 Building Maintenance | 40,000 | 645.00 | 57,413.55 | 4,140.98 | ( 21,554.53) | 153.89 |
| 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 | 188.54 | 1,666.76 | 0.00 | ( 666.76) | 166.68 |
| TOTAL Repairs & Maintenance | 43,000 | 833.54 | 59,103.30 | 4,140.98 | ( 20,244.28) | 147.08 |
| Utilities | | | | | | |
| 101-5101-05-5616 Utilities -Electricity | 8,000 | 135.78 | 4,015.49 | 0.00 | 3,984.51 | 50.19 |
| 101-5101-05-5617 Utilities -Gas | 2,500 | 88.67 | 1,983.46 | 0.00 | 516.54 | 79.34 |
| 101-5101-05-5618 Utilities -Telephone | 8,500 | 1,296.99 | 15,234.66 | 0.00 | ( 6,734.66) | 179.23 |
| 101-5101-05-5619 Utilities -Water/Sewer | 4,000 | 327.32 | 3,849.95 | 0.00 | 150.05 | 96.25 |
| TOTAL Utilities | 23,000 | 1,848.76 | 25,083.56 | 0.00 | ( 2,083.56) | 109.06 |
| Contract Services | | | | | | |
| 101-5101-06-5060 Election Services | 11,000 | 0.00 | 0.00 | 0.00 | 11,000.00 | 0.00 |
| 101-5101-06-5230 Contract Labor | 2,000 | 0.00 | 581.00 | 0.00 | 1,419.00 | 29.05 |
| 101-5101-06-5300 Benefits Administration | 26,400 | 2,170.00 | 33,237.01 | 0.00 | ( 6,837.01) | 125.90 |
| 101-5101-06-5620 Legal & Professional | 581,848 | 16,986.52 | 517,137.22 | 0.00 | 64,710.78 | 88.88 |
| 101-5101-06-5685 Storage Building | 4,000 | 0.00 | 2,050.40 | 0.00 | 1,949.60 | 51.26 |
| TOTAL Contract Services | 625,248 | 19,156.52 | 553,005.63 | 0.00 | 72,242.37 | 88.45 |
| Fees & Other Services | | | | | | |
| 101-5101-07-5150 Printing | 15,000 | 0.00 | 6,372.00 | 0.00 | 8,628.00 | 42.48 |
| 101-5101-07-5190 Insurance - TML | 7,000 | 0.00 | 7,644.19 | 0.00 | ( 644.19) | 109.20 |
| 101-5101-07-5220 Advertising & Notices | 4,800 | 0.00 | 5,450.77 | 0.00 | ( 650.77) | 113.56 |
| 101-5101-07-5260 Dues and Membership | 9,000 | 980.00 | 5,519.28 | 0.00 | 3,480.72 | 61.33 |
| 101-5101-07-5280 Copier Maintenance cont | 10,000 | 1,377.07 | 10,905.91 | 0.00 | ( 905.91) | 109.06 |
| 101-5101-07-5310 Tax Assessor/Collector | 0 | 0.00 | 282.70 | 0.00 | ( 282.70) | 0.00 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

101-General Fund

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| 101-5101-07-5320 Appraisal District Fees | 36,804 | 9,480.16 | 38,134.14 | 0.00 | ( 1,330.14) | 103.61 |
| 101-5101-07-5540 Bond Insurance | 1,407 | 0.00 | 1,407.00 | 0.00 | 0.00 | 100.00 |
| 101-5101-07-5665 Technology | 217,960 | 8,674.74 | 181,471.85 | 40,980.00 | ( 4,491.85) | 102.06 |
| 101-5101-07-5666 Bank Fees | 5,000 | 0.00 | 5,458.73 | 0.00 | ( 458.73) | 109.17 |
| TOTAL Fees & Other Services | 306,971 | 20,511.97 | 262,646.57 | 40,980.00 | 3,344.43 | 98.91 |
| Miscellaneous | | | | | | |
| 101-5101-09-5130 Community Development | 20,000 | 540.99 | 13,844.50 | 0.00 | 6,155.50 | 69.22 |
| 101-5101-09-5131 Meetings | 5,000 | 106.35 | 4,377.98 | 0.00 | 622.02 | 87.56 |
| 101-5101-09-5133 Marketing & Promotions | 5,000 | 42.47 | 332.30 | 0.00 | 4,667.70 | 6.65 |
| 101-5101-09-5134 Council Reimbursable Ex | 0 | 249.40 | 249.40 | 0.00 | ( 249.40) | 0.00 |
| 101-5101-09-5140 Miscellaneous | 0 | 0.00 | 0.04 | 0.00 | ( 0.04) | 0.00 |
| TOTAL Miscellaneous | 30,000 | 939.21 | 18,804.22 | 0.00 | 11,195.78 | 62.68 |
| Debt Service | | | | | | |
| 101-5101-98-5899 Bond issue costs | 0 | 0.00 | ( 13,057.75) | 0.00 | 13,057.75 | 0.00 |
| TOTAL Debt Service | 0 | 0.00 | ( 13,057.75) | 0.00 | 13,057.75 | 0.00 |
| Contingency/FB | | | | | | |
| TOTAL Administration | 1,842,907 | 105,788.52 | 1,641,324.52 | 45,120.98 | 156,461.50 | 91.51 |
| Police Department | | | | | | |
| Personnel | | | | | | |
| 101-5102-01-5101 Salaries | 3,088,499 | 224,676.98 | 2,835,429.69 | 0.00 | 253,069.31 | 91.81 |
| 101-5102-01-5105 Overtime | 94,883 | 12,320.67 | 151,405.81 | 0.00 | ( 56,522.81) | 159.57 |
| 101-5102-01-5106 Longevity | 4,950 | 0.00 | 4,489.76 | 0.00 | 460.24 | 90.70 |
| 101-5102-01-5107 Retirement - TMRS | 339,557 | 25,240.18 | 295,161.80 | 0.00 | 44,395.20 | 86.93 |
| 101-5102-01-5108 Payroll Tax Expense (me | 46,231 | 3,317.74 | 43,780.50 | 0.00 | 2,450.50 | 94.70 |
| 101-5102-01-5109 Group Health Insurance | 427,594 | 34,290.49 | 452,050.44 | 0.00 | ( 24,456.44) | 105.72 |
| 101-5102-01-5110 Workers Comp TML | 87,700 | 0.00 | 67,964.01 | 0.00 | 19,735.99 | 77.50 |
| 101-5102-01-5621 Travel & Training | 54,889 | 2,572.83 | 50,953.95 | 0.00 | 3,935.05 | 92.83 |
| TOTAL Personnel | 4,144,303 | 302,418.89 | 3,901,235.96 | 0.00 | 243,067.04 | 94.13 |
| Materials & Supplies | | | | | | |
| 101-5102-03-5050 Office Supplies | 16,968 | 1,905.69 | 15,562.64 | 0.00 | 1,405.36 | 91.72 |
| 101-5102-03-5051 Printing | 5,000 | 0.00 | 70.24 | 0.00 | 4,929.76 | 1.40 |
| 101-5102-03-5080 Gas & Oil | 175,000 | 10,220.17 | 121,100.96 | 0.00 | 53,899.04 | 69.20 |
| 101-5102-03-5081 Uniforms | 27,376 | 6,582.20 | 45,299.29 | 0.00 | ( 17,923.29) | 165.47 |
| 101-5102-03-5082 Ballistic Vests | 9,299 | 0.00 | 11,504.97 | 0.00 | ( 2,205.97) | 123.72 |
| 101-5102-03-5090 Postage | 500 | 23.64 | 522.88 | 0.00 | ( 22.88) | 104.58 |
| TOTAL Materials & Supplies | 234,143 | 18,731.70 | 194,060.98 | 0.00 | 40,082.02 | 82.88 |
| Repairs & Maintenance | | | | | | |
| 101-5102-04-5120 Building Maintenance | 32,325 | 14,929.58 | 21,591.88 | 22,355.32 | ( 11,622.20) | 135.95 |
| 101-5102-04-5121 Equipment Maintenance | 5,000 | 0.00 | 1,213.16 | 0.00 | 3,786.84 | 24.26 |
| 101-5102-04-5122 Vehicle Maintenance | 60,000 | 3,197.84 | 70,690.33 | 0.00 | ( 10,690.33) | 117.82 |
| TOTAL Repairs & Maintenance | 97,325 | 18,127.42 | 93,495.37 | 22,355.32 | ( 18,525.69) | 119.03 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

101-General Fund

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Utilities | | | | | | |
| 101-5102-05-5616 Utilities -Electricity | 3,500 | 0.00 | 4,336.91 | 0.00 | ( 836.91) | 123.91 |
| 101-5102-05-5618 Utilities -Telephone | 30,010 | 2,734.58 | 33,956.79 | 0.00 | ( 3,946.79) | 113.15 |
| 101-5102-05-5619 Utilities -Water/Sewer | 2,200 | 853.23 | 2,073.88 | 0.00 | 126.12 | 94.27 |
| TOTAL Utilities | 35,710 | 3,587.81 | 40,367.58 | 0.00 | ( 4,657.58) | 113.04 |
| Contract Services | | | | | | |
| 101-5102-06-5240 Drug testing/background | 2,300 | 669.50 | 3,139.71 | 0.00 | ( 839.71) | 136.51 |
| 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 Childerns' 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 | 185.00 | 4,605.00 | 0.00 | 21,905.00 | 17.37 |
| TOTAL Contract Services | 68,609 | 854.50 | 37,348.00 | 0.00 | 31,261.00 | 54.44 |
| Fees & Other Services | | | | | | |
| 101-5102-07-5190 Insurance - TML | 45,710 | 18.00 | 44,425.07 | 0.00 | 1,284.93 | 97.19 |
| 101-5102-07-5220 Advertising & Notices | 300 | 0.00 | 301.06 | 0.00 | ( 1.06) | 100.35 |
| 101-5102-07-5260 Dues and Memberships | 2,855 | 0.00 | 5,831.52 | 0.00 | ( 2,976.52) | 204.26 |
| 101-5102-07-5280 Maintenance contracts | 116,307 | 8,228.46 | 96,999.92 | 0.00 | 19,307.08 | 83.40 |
| 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 | 2,714.95 | 32,155.10 | 782.25 | ( 2,519.35) | 108.28 |
| TOTAL Fees & Other Services | 238,590 | 10,961.41 | 201,212.65 | 782.25 | 36,595.10 | 84.66 |
| Public Safety | | | | | | |
| 101-5102-08-5070 Police Supplies | 14,196 | 1,085.09 | 10,836.07 | 0.00 | 3,359.93 | 76.33 |
| 101-5102-08-5071 Communications Supplies | 11,229 | 195.69 | 21,048.13 | 0.00 | ( 9,819.13) | 187.44 |
| 101-5102-08-5072 Promotional Supplies | 15,440 | 0.00 | 3,975.18 | 0.00 | 11,464.82 | 25.75 |
| 101-5102-08-5625 Ammo/Firearms/Safety Eq | 30,000 | ( 50.00) | 30,811.34 | 14,566.42 | ( 15,377.76) | 151.26 |
| 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 | 94,500 | 0.00 | 74,900.00 | 0.00 | 19,600.00 | 79.26 |
| 101-5102-08-5687 Denton Cty Communicatio | 83,169 | 0.00 | 87,849.00 | 0.00 | ( 4,680.00) | 105.63 |
| TOTAL Public Safety | 256,030 | 1,230.78 | 229,419.72 | 14,566.42 | 12,043.86 | 95.30 |
| Miscellaneous | | | | | | |
| 101-5102-09-5131 Meetings | 0 | 0.00 | 283.39 | 0.00 | ( 283.39) | 0.00 |
| 101-5102-09-5685 Capital - equipment | 70,803 | 10,843.21 | 49,963.40 | 13,307.31 | 7,532.29 | 89.36 |
| TOTAL Miscellaneous | 70,803 | 10,843.21 | 50,246.79 | 13,307.31 | 7,248.90 | 89.76 |
| Debt Service | | | | | | |
| TOTAL Police Department | 5,145,513 | 366,755.72 | 4,747,387.05 | 51,011.30 | 347,114.65 | 93.25 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

101-General Fund

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Fire Department | | | | | | |
| Personnel | | | | | | |
| 101-5103-01-5101 Salaries | 4,617,400 | 405,259.85 | 4,451,871.59 | 0.00 | 165,528.41 | 96.42 |
| 101-5103-01-5105 Overtime | 450,000 | 52,675.20 | 620,919.13 | 0.00 | ( 170,919.13) | 137.98 |
| 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 | 48,770.09 | 504,796.06 | 0.00 | 48,822.94 | 91.18 |
| 101-5103-01-5108 Payroll Tax Expense (me | 75,375 | 6,448.67 | 74,011.51 | 0.00 | 1,363.49 | 98.19 |
| 101-5103-01-5109 Group Health Insurance | 712,656 | 58,634.63 | 703,204.29 | 0.00 | 9,451.71 | 98.67 |
| 101-5103-01-5110 Workers Comp TML | 162,000 | 0.00 | 158,968.13 | 0.00 | 3,031.87 | 98.13 |
| 101-5103-01-5621 Travel/Training | 73,100 | 6,293.74 | 104,719.25 | 3,500.00 | ( 35,119.25) | 148.04 |
| TOTAL Personnel | 6,655,050 | 578,082.18 | 6,627,959.84 | 3,500.00 | 23,590.16 | 99.65 |
| Materials & Supplies | | | | | | |
| 101-5103-03-5080 Gas & Oil | 137,250 | 6,339.98 | 84,011.52 | 0.00 | 53,238.48 | 61.21 |
| 101-5103-03-5081 Uniforms | 153,886 | 3,869.59 | 166,788.43 | 8,849.81 | ( 21,752.24) | 114.14 |
| 101-5103-03-5090 Postage | 200 | 55.50 | 287.25 | 0.00 | ( 87.25) | 143.63 |
| 101-5103-03-5150 Office Supplies Former | 10,800 | 1,289.29 | 9,932.30 | 0.00 | 867.70 | 91.97 |
| 101-5103-03-5155 Supplies - Medic | 353,000 | 29,238.16 | 324,899.90 | 1,401.98 | 26,698.12 | 92.44 |
| TOTAL Materials & Supplies | 655,136 | 40,792.52 | 585,919.40 | 10,251.79 | 58,964.81 | 91.00 |
| Repairs & Maintenance | | | | | | |
| 101-5103-04-5120 Building Maintenance | 65,000 | 8,871.93 | 51,794.54 | 0.00 | 13,205.46 | 79.68 |
| 101-5103-04-5121 Equipment Maintenace | 302,592 | 400.58 | 369,569.03 | 229,577.03 | ( 296,554.06) | 198.00 |
| 101-5103-04-5122 Vehicle Maintenance | 164,000 | 10,885.94 | 233,669.91 | 246.00 | ( 69,915.91) | 142.63 |
| TOTAL Repairs & Maintenance | 531,592 | 20,158.45 | 655,033.48 | 229,823.03 | ( 353,264.51) | 166.45 |
| Utilities | | | | | | |
| 101-5103-05-5616 Utilities -Electricity | 30,000 | 4,147.18 | 59,408.14 | 0.00 | ( 29,408.14) | 198.03 |
| 101-5103-05-5617 Utilities -Gas | 8,200 | 157.79 | 2,554.47 | 0.00 | 5,645.53 | 31.15 |
| 101-5103-05-5618 Utilities -Telephone | 27,980 | 2,364.65 | 27,645.22 | 0.00 | 334.78 | 98.80 |
| 101-5103-05-5619 Utilities -Water/Sewer | 9,000 | 681.88 | 8,625.14 | 0.00 | 374.86 | 95.83 |
| 101-5103-05-5620 Direct TV Navo | 1,500 | 165.99 | 1,800.89 | 0.00 | ( 300.89) | 120.06 |
| TOTAL Utilities | 76,680 | 7,517.49 | 100,033.86 | 0.00 | ( 23,353.86) | 130.46 |
| Contract Services | | | | | | |
| 101-5103-06-5620 Legal and Professional | 130,000 | 0.00 | 26,916.85 | 0.00 | 103,083.15 | 20.71 |
| 101-5103-06-5658 Fire Extinguishers | 450 | 0.00 | 42.00 | 0.00 | 408.00 | 9.33 |
| TOTAL Contract Services | 130,450 | 0.00 | 26,958.85 | 0.00 | 103,491.15 | 20.67 |
| Fees & Other Services | | | | | | |
| 101-5103-07-5190 Insurance - TML | 86,250 | 0.00 | 119,625.85 | 0.00 | ( 33,375.85) | 138.70 |
| 101-5103-07-5260 Dues and Memberships | 12,400 | 2,220.00 | 8,668.76 | 0.00 | 3,731.24 | 69.91 |
| 101-5103-07-5280 Copier Maintenance Cont | 2,000 | 392.25 | 2,875.49 | 0.00 | ( 875.49) | 143.77 |
| 101-5103-07-5665 Technology | 40,000 | 1,515.26 | 37,788.92 | 0.00 | 2,211.08 | 94.47 |
| TOTAL Fees & Other Services | 140,650 | 4,127.51 | 168,959.02 | 0.00 | ( 28,309.02) | 120.13 |

101-General Fund

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Public Safety | | | | | | |
| 101-5103-08-5070 Firefighting Supplies | 45,000 | 1,563.68 | 31,355.96 | 4,665.10 | 8,978.94 | 80.05 |
| 101-5103-08-5687 Denton Cty Communicatio | 55,893 | 0.00 | 62,505.00 | 0.00 | ( 6,612.00) | 111.83 |
| TOTAL Public Safety | 100,893 | 1,563.68 | 93,860.96 | 4,665.10 | 2,366.94 | 97.65 |
| Miscellaneous | | | | | | |
| 101-5103-09-5131 Meetings | 0 | 0.00 | 23.38 | 0.00 | ( 23.38) | 0.00 |
| 101-5103-09-5132 Employee Appreciation | 5,000 | 0.00 | 2,253.11 | 0.00 | 2,746.89 | 45.06 |
| 101-5103-09-5133 Marketing & Promotions | 0 | 0.00 | 150.55 | 0.00 | ( 150.55) | 0.00 |
| 101-5103-09-5685 Capital Expenditures | 75,000 | 0.00 | 57,503.50 | 0.00 | 17,496.50 | 76.67 |
| TOTAL Miscellaneous | 80,000 | 0.00 | 59,930.54 | 0.00 | 20,069.46 | 74.91 |
| Debt Service | | | | | | |
| 101-5103-98-5693 Capital Lease - '18 Pir | 0 | 7,952.98 | 95,435.76 | 0.00 | ( 95,435.76) | 0.00 |
| TOTAL Debt Service | 0 | 7,952.98 | 95,435.76 | 0.00 | ( 95,435.76) | 0.00 |
| TOTAL Fire Department | 8,370,451 | 660,194.81 | 8,414,091.71 | 248,239.92 | ( 291,880.63) | 103.49 |
| Engineering | | | | | | |
| Personnel | | | | | | |
| Materials & Supplies | | | | | | |
| Repairs & Maintenance | | | | | | |
| Contract Services | | | | | | |
| Fees & Other Services | | | | | | |
| Public Safety | | | | | | |
| Miscellaneous | | | | | | |
| Streets Department | | | | | | |
| Personnel | | | | | | |
| 101-5105-01-5101 Salaries | 225,748 | 18,876.58 | 196,836.59 | 0.00 | 28,911.41 | 87.19 |
| 101-5105-01-5105 Overtime | 6,000 | 1,149.46 | 14,184.73 | 0.00 | ( 8,184.73) | 236.41 |
| 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 | 2,132.78 | 21,213.05 | 0.00 | 6,220.95 | 77.32 |
| 101-5105-01-5108 Payroll Tax Expense (me | 3,735 | 280.22 | 3,144.20 | 0.00 | 590.80 | 84.18 |
| 101-5105-01-5109 Group Health Insurance | 47,510 | 4,291.60 | 45,961.80 | 0.00 | 1,548.20 | 96.74 |
| 101-5105-01-5110 Workers Comp TML | 3,000 | 0.00 | 3,751.42 | 0.00 | ( 751.42) | 125.05 |
| 101-5105-01-5121 Travel & Training | 5,000 | 0.00 | 1,805.77 | 0.00 | 3,194.23 | 36.12 |
| TOTAL Personnel | 319,427 | 26,730.64 | 287,897.56 | 0.00 | 31,529.44 | 90.13 |

101-General Fund

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Materials & Supplies | | | | | | |
| 101-5105-03-5050 Office Supplies | 2,000 | 177.94 | 1,854.61 | 0.00 | 145.39 | 92.73 |
| 101-5105-03-5080 Gas & Oil | 8,251 | 571.02 | 7,781.02 | 0.00 | 469.98 | 94.30 |
| 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 | 4,079.38 | 27,244.30 | 0.00 | ( 2,244.30) | 108.98 |
| 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 | 0.00 | 5,353.76 | 0.00 | ( 353.76) | 107.08 |
| TOTAL Materials & Supplies | 46,751 | 4,828.34 | 44,435.80 | 0.00 | 2,315.20 | 95.05 |
| Repairs & Maintenance | | | | | | |
| 101-5105-04-5121 Equipment Maintenance | 10,000 | 295.72 | 9,603.08 | 0.00 | 396.92 | 96.03 |
| 101-5105-04-5122 Vehicle Maintenance | 12,000 | 847.76 | 12,406.39 | 0.00 | ( 406.39) | 103.39 |
| 101-5105-04-5609 Street Signs | 30,000 | 0.00 | 10,985.42 | 7,979.27 | 11,035.31 | 63.22 |
| 101-5105-04-5629 Street maintenance | 20,000 | 0.00 | 17,727.47 | 0.00 | 2,272.53 | 88.64 |
| TOTAL Repairs & Maintenance | 72,000 | 1,143.48 | 50,722.36 | 7,979.27 | 13,298.37 | 81.53 |
| Utilities | | | | | | |
| 101-5105-05-5616 Utilities - Electricity | 49,270 | 2,841.19 | 55,016.56 | 0.00 | ( 5,746.56) | 111.66 |
| TOTAL Utilities | 49,270 | 2,841.19 | 55,016.56 | 0.00 | ( 5,746.56) | 111.66 |
| Contract Services | | | | | | |
| 101-5105-06-5620 Legal and Professional | 15,000 | 0.00 | 10,791.53 | 0.00 | 4,208.47 | 71.94 |
| TOTAL Contract Services | 15,000 | 0.00 | 10,791.53 | 0.00 | 4,208.47 | 71.94 |
| Fees & Other Services | | | | | | |
| 101-5105-07-5190 Insurance - TML | 2,207 | 0.00 | 2,072.31 | 0.00 | 134.69 | 93.90 |
| 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 | 2,200.30 | 0.00 | 906.70 | 70.82 |
| Miscellaneous | | | | | | |
| 101-5105-09-5685 Capital - equipment | 37,500 | 11,920.50 | 11,920.50 | 25,579.50 | 0.00 | 100.00 |
| 101-5105-09-5689 Capital - streets | 0 | 0.00 | 0.00 | 8,418.00 | ( 8,418.00) | 0.00 |
| TOTAL Miscellaneous | 37,500 | 11,920.50 | 11,920.50 | 33,997.50 | ( 8,418.00) | 122.45 |
| TOTAL Streets Department | 543,055 | 47,464.15 | 462,984.61 | 41,976.77 | 38,093.62 | 92.99 |
| Development Services | | | | | | |
| ========== | | | | | | |
| Personnel | | | | | | |
| 101-5107-01-5101 Salaries | 550,413 | 37,822.66 | 517,076.22 | 0.00 | 33,336.78 | 93.94 |
| 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 | 4,028.10 | 51,512.65 | 0.00 | 7,612.35 | 87.12 |
| 101-5107-01-5108 Payroll Tax Expense (me | 8,050 | 527.02 | 7,551.04 | 0.00 | 498.96 | 93.80 |

101-General Fund

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| 101-5107-01-5109 Group Health Insurance | 105,000 | 6,437.40 | 101,480.02 | 0.00 | 3,519.98 | 96.65 |
| 101-5107-01-5110 Workers Comp TML | 8,600 | 0.00 | 9,891.23 | 0.00 | ( 1,291.23) | 115.01 |
| 101-5107-01-5621 Travel/Training | 8,500 | 356.04 | 11,588.17 | 0.00 | ( 3,088.17) | 136.33 |
| TOTAL Personnel | 751,438 | 49,171.22 | 705,299.04 | 0.00 | 46,138.96 | 93.86 |
| Materials & Supplies | | | | | | |
| 101-5107-03-5050 Office Supplies | 7,000 | 67.18 | 8,221.87 | 0.00 | ( 1,221.87) | 117.46 |
| 101-5107-03-5080 Gas & Oil | 3,000 | 484.37 | 4,113.52 | 0.00 | ( 1,113.52) | 137.12 |
| 101-5107-03-5081 Uniforms | 600 | 161.90 | 864.20 | 0.00 | ( 264.20) | 144.03 |
| 101-5107-03-5090 Postage | 100 | 183.58 | 492.24 | 0.00 | ( 392.24) | 492.24 |
| TOTAL Materials & Supplies | 10,700 | 897.03 | 13,691.83 | 0.00 | ( 2,991.83) | 127.96 |
| Repairs & Maintenance | | | | | | |
| 101-5107-04-5121 Equipment Maintenance | 0 | 151.03 | 205.14 | 0.00 | ( 205.14) | 0.00 |
| 101-5107-04-5122 Vehicle Maintenance | 4,000 | 16.00 | 3,680.48 | 0.00 | 319.52 | 92.01 |
| TOTAL Repairs & Maintenance | 4,000 | 167.03 | 3,885.62 | 0.00 | 114.38 | 97.14 |
| Contract Services | | | | | | |
| 101-5107-06-5620 Legal and Professional | 50,000 | 120.93 | 137,512.88 | 0.00 | ( 87,512.88) | 275.03 |
| 101-5107-06-5725 Mowing and clean-up | 35,000 | 20,278.60 | 157,179.10 | 0.00 | ( 122,179.10) | 449.08 |
| 101-5107-06-5763 Inspectors - Bureau Ver | 1,000,000 | 53,601.91 | 700,052.61 | 0.00 | 299,947.39 | 70.01 |
| 101-5107-06-5764 Planners | 80,000 | 1,073.75 | 37,219.18 | 0.00 | 42,780.82 | 46.52 |
| 101-5107-06-5766 Consulting Engineering | 0 | 0.00 | 623.32 | 0.00 | ( 623.32) | 0.00 |
| TOTAL Contract Services | 1,165,000 | 75,075.19 | 1,032,587.09 | 0.00 | 132,412.91 | 88.63 |
| Fees & Other Services | | | | | | |
| 101-5107-07-5190 Insurance - TML | 1,837 | 0.00 | 1,656.25 | 0.00 | 180.75 | 90.16 |
| 101-5107-07-5220 Advertising & Notices | 500 | 0.00 | 1,211.96 | 0.00 | ( 711.96) | 242.39 |
| 101-5107-07-5260 Dues and Memberships | 2,160 | 23.85 | 2,328.26 | 0.00 | ( 168.26) | 107.79 |
| 101-5107-07-5665 Technology | 41,500 | 1,428.94 | 73,115.51 | 1,403.00 | ( 33,018.51) | 179.56 |
| 101-5107-07-5762 Filing Fees | 5,000 | 1,374.50 | 4,781.75 | 0.00 | 218.25 | 95.64 |
| TOTAL Fees & Other Services | 50,997 | 2,827.29 | 83,093.73 | 1,403.00 | ( 33,499.73) | 165.69 |
| Miscellaneous | | | | | | |
| Debt Service | | | | | | |
| TOTAL Development Services | 1,982,135 | 128,137.76 | 1,838,557.31 | 1,403.00 | 142,174.69 | 92.83 |

Court
=====

| | | | | | | |
|---|---|---|---|---|---|---|
| Personnel | | | | | | |
| 101-5108-01-5101 Salaries | 64,100 | 5,138.64 | 63,468.65 | 0.00 | 631.35 | 99.02 |
| 101-5108-01-5105 Overtime | 1,000 | 0.00 | 1,207.43 | 0.00 | ( 207.43) | 120.74 |
| 101-5108-01-5106 Longevity | 400 | 0.00 | 400.00 | 0.00 | 0.00 | 100.00 |
| 101-5108-01-5107 Retirement - TMRS | 6,976 | 547.26 | 6,435.51 | 0.00 | 540.49 | 92.25 |
| 101-5108-01-5108 Payroll Tax Expense (me | 950 | 70.56 | 930.50 | 0.00 | 19.50 | 97.95 |
| 101-5108-01-5109 Group Health Insurance | 11,878 | 1,072.90 | 13,247.70 | 0.00 | ( 1,369.70) | 111.53 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

101-General Fund

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| 101-5108-01-5110 Workers Comp TML | 120 | 0.00 | 150.04 | 0.00 | ( 30.04) | 125.03 |
| 101-5108-01-5621 Travel/Training | 300 | 0.00 | 300.00 | 0.00 | 0.00 | 100.00 |
| TOTAL Personnel | 85,724 | 6,829.36 | 86,139.83 | 0.00 | ( 415.83) | 100.49 |
| Materials & Supplies | | | | | | |
| 101-5108-03-5050 Office Supplies | 400 | 785.00 | 865.24 | 0.00 | ( 465.24) | 216.31 |
| 101-5108-03-5051 Court Supplies | 0 | 0.00 | 340.80 | 0.00 | ( 340.80) | 0.00 |
| 101-5108-03-5090 Postage | 500 | 198.51 | 1,095.58 | 0.00 | ( 595.58) | 219.12 |
| 101-5108-03-5150 Printing | 100 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| TOTAL Materials & Supplies | 1,000 | 983.51 | 2,301.62 | 0.00 | ( 1,301.62) | 230.16 |
| Repairs & Maintenance | | | | | | |
| Contract Services | | | | | | |
| 101-5108-06-5235 Contract Jail Services | 2,900 | 0.00 | 0.00 | 0.00 | 2,900.00 | 0.00 |
| 101-5108-06-5620 Legal & Professional | 14,000 | 0.00 | 16,654.74 | 0.00 | ( 2,654.74) | 118.96 |
| 101-5108-06-5765 Contract Svcs - Judge | 15,000 | 1,400.00 | 16,100.00 | 0.00 | ( 1,100.00) | 107.33 |
| TOTAL Contract Services | 31,900 | 1,400.00 | 32,754.74 | 0.00 | ( 854.74) | 102.68 |
| Fees & Other Services | | | | | | |
| 101-5108-07-5190 Insurance - TML | 1,300 | 0.00 | 1,656.23 | 0.00 | ( 356.23) | 127.40 |
| 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 | 1,488.85 | 0.00 | 2,511.15 | 37.22 |
| TOTAL Fees & Other Services | 5,685 | 0.00 | 3,145.08 | 0.00 | 2,539.92 | 55.32 |
| Debt Service | | | | | | |
| TOTAL Court | 124,309 | 9,212.87 | 124,341.27 | 0.00 | ( 32.27) | 100.03 |
| Parks & Recreation | | | | | | |
| Personnel | | | | | | |
| 101-5110-01-5101 Salaries | 201,990 | 21,051.60 | 206,381.43 | 0.00 | ( 4,391.43) | 102.17 |
| 101-5110-01-5105 Overtime | 26,000 | 3,378.04 | 27,859.63 | 0.00 | ( 1,859.63) | 107.15 |
| 101-5110-01-5106 Longevity | 100 | 0.00 | 100.00 | 0.00 | 0.00 | 100.00 |
| 101-5110-01-5107 Retirement - TMRS | 21,965 | 2,601.77 | 23,302.90 | 0.00 | ( 1,337.90) | 106.09 |
| 101-5110-01-5108 Payroll Tax Expense (me | 2,990 | 345.01 | 3,482.37 | 0.00 | ( 492.37) | 116.47 |
| 101-5110-01-5109 Group Health Insurance | 53,010 | 4,817.49 | 56,333.42 | 0.00 | ( 3,323.42) | 106.27 |
| 101-5110-01-5110 Workers Comp TML | 2,000 | 0.00 | 2,763.55 | 0.00 | ( 763.55) | 138.18 |
| 101-5110-01-5121 Travel & Training | 1,500 | 490.33 | 4,259.08 | 0.00 | ( 2,759.08) | 283.94 |
| TOTAL Personnel | 309,555 | 32,684.24 | 324,482.38 | 0.00 | ( 14,927.38) | 104.82 |
| Materials & Supplies | | | | | | |
| 101-5110-03-5050 Office Supplies | 1,000 | 0.00 | 706.19 | 0.00 | 293.81 | 70.62 |
| 101-5110-03-5080 Gas & Oil | 3,400 | 273.62 | 3,432.29 | 0.00 | ( 32.29) | 100.95 |
| 101-5110-03-5081 Uniforms | 1,300 | 139.90 | 1,512.79 | 0.00 | ( 212.79) | 116.37 |
| 101-5110-03-5150 Printing | 400 | 0.00 | 253.09 | 0.00 | 146.91 | 63.27 |

101-General Fund

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| 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 | 2,164.12 | 0.00 | ( 164.12) | 108.21 |
| 101-5110-03-5903 Parts and Fittings | 500 | 0.00 | 501.75 | 0.00 | ( 1.75) | 100.35 |
| TOTAL Materials & Supplies | 11,600 | 413.52 | 10,317.61 | 0.00 | 1,282.39 | 88.94 |
| Repairs & Maintenance | | | | | | |
| 101-5110-04-5121 Equipment Maintenance | 8,000 | 295.72 | 8,978.59 | 0.00 | ( 978.59) | 112.23 |
| 101-5110-04-5122 Vehicle Maintenance | 2,000 | 433.85 | 5,769.95 | 0.00 | ( 3,769.95) | 288.50 |
| 101-5110-04-5630 Park Maintenance | 30,000 | 5,297.96 | 30,727.61 | 0.00 | ( 727.61) | 102.43 |
| TOTAL Repairs & Maintenance | 40,000 | 6,027.53 | 45,476.15 | 0.00 | ( 5,476.15) | 113.69 |
| Utilities | | | | | | |
| 101-5110-05-5616 Utilities - Electricity | 6,500 | 0.00 | 6,474.75 | 0.00 | 25.25 | 99.61 |
| 101-5110-05-5619 Utilities - Water/Sewer | 5,200 | 1,597.42 | 10,535.45 | 0.00 | ( 5,335.45) | 202.60 |
| TOTAL Utilities | 11,700 | 1,597.42 | 17,010.20 | 0.00 | ( 5,310.20) | 145.39 |
| Contract Services | | | | | | |
| 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 |
| Fees & Other Services | | | | | | |
| 101-5110-07-5190 Insurance - TML | 2,400 | 0.00 | 1,911.05 | 0.00 | 488.95 | 79.63 |
| 101-5110-07-5260 Memberships and Dues | 520 | 0.00 | 375.00 | 0.00 | 145.00 | 72.12 |
| 101-5110-07-5624 Equipment Rental | 0 | 0.00 | 1,139.88 | 0.00 | ( 1,139.88) | 0.00 |
| 101-5110-07-5665 Technology | 4,000 | 236.92 | 2,663.59 | 0.00 | 1,336.41 | 66.59 |
| TOTAL Fees & Other Services | 6,920 | 236.92 | 6,089.52 | 0.00 | 830.48 | 88.00 |
| Miscellaneous | | | | | | |
| 101-5110-09-5131 City Events | 160,000 | 22,861.15 | 127,855.93 | 0.00 | 32,144.07 | 79.91 |
| 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 | 65,500 | 2,709.32 | 33,085.24 | 10,773.34 | 21,641.42 | 66.96 |
| 101-5110-09-5636 Capitla Outlay Peanut D | 0 | 11,354.00 | 60,329.00 | 11,354.00 | ( 71,683.00) | 0.00 |
| TOTAL Miscellaneous | 225,500 | 36,924.47 | 222,576.17 | 22,127.34 | ( 19,203.51) | 108.52 |
| TOTAL Parks & Recreation | 609,395 | 77,884.10 | 630,071.62 | 22,127.34 | ( 42,803.96) | 107.02 |
| Library | | | | | | |
| ======= | | | | | | |
| Personnel | | | | | | |
| 101-5111-01-5101 Salaries | 286,000 | 23,059.10 | 280,156.49 | 0.00 | 5,843.51 | 97.96 |
| 101-5111-01-5105 Overtime | 6,000 | 144.53 | 6,417.51 | 0.00 | ( 417.51) | 106.96 |
| 101-5111-01-5106 Longevity | 400 | 0.00 | 350.00 | 0.00 | 50.00 | 87.50 |
| 101-5111-01-5107 Retirement - TMRS | 20,911 | 2,164.16 | 24,867.17 | 0.00 | ( 3,956.17) | 118.92 |
| 101-5111-01-5108 Payroll Tax Expense (me | 3,152 | 329.19 | 4,229.41 | 0.00 | ( 1,077.41) | 134.18 |
| 101-5111-01-5109 Group Health Insurance | 51,000 | 4,300.07 | 57,971.73 | 0.00 | ( 6,971.73) | 113.67 |
| 101-5111-01-5110 Workers Comp TML | 600 | 0.00 | 750.27 | 0.00 | ( 150.27) | 125.05 |
| 101-5111-01-5621 Travel/Training | 3,500 | 0.00 | 2,722.11 | 0.00 | 777.89 | 77.77 |
| TOTAL Personnel | 371,563 | 29,997.05 | 377,464.69 | 0.00 | ( 5,901.69) | 101.59 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

101-General Fund

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Materials & Supplies | | | | | | |
| 101-5111-03-5050 Office Supplies | 5,460 | 103.92 | 4,258.42 | 0.00 | 1,201.58 | 77.99 |
| 101-5111-03-5052 Library Supplies | 4,000 | 247.13 | 3,521.53 | 0.00 | 478.47 | 88.04 |
| 101-5111-03-5090 Postage | 500 | 8.94 | 231.96 | 0.00 | 268.04 | 46.39 |
| 101-5111-03-5661 Collection Development | 44,000 | 2,920.16 | 42,350.16 | 951.14 | 698.70 | 98.41 |
| TOTAL Materials & Supplies | 53,960 | 3,280.15 | 50,362.07 | 951.14 | 2,646.79 | 95.09 |
| Repairs & Maintenance | | | | | | |
| 101-5111-04-5120 Building Maintenance | 87,000 | 315.00 | 83,522.80 | 0.00 | 3,477.20 | 96.00 |
| 101-5111-04-5121 Equipment Maintenance | 1,000 | 0.00 | 427.54 | 0.00 | 572.46 | 42.75 |
| TOTAL Repairs & Maintenance | 88,000 | 315.00 | 83,950.34 | 0.00 | 4,049.66 | 95.40 |
| Utilities | | | | | | |
| 101-5111-05-5616 Utilities - Electricity | 16,000 | 1,715.55 | 15,670.16 | 0.00 | 329.84 | 97.94 |
| 101-5111-05-5618 Utilities - Telephone | 4,248 | 183.16 | 3,070.26 | 0.00 | 1,177.74 | 72.28 |
| 101-5111-05-5619 Utilities - Water/Sewer | 2,300 | 252.03 | 2,620.05 | 0.00 | ( 320.05) | 113.92 |
| TOTAL Utilities | 22,548 | 2,150.74 | 21,360.47 | 0.00 | 1,187.53 | 94.73 |
| Contract Services | | | | | | |
| 101-5111-06-5620 Legal & Professional | 300 | 0.00 | 0.00 | 0.00 | 300.00 | 0.00 |
| 101-5111-06-5658 Fire Extinguishers | 1,500 | 0.00 | 714.00 | 0.00 | 786.00 | 47.60 |
| TOTAL Contract Services | 1,800 | 0.00 | 714.00 | 0.00 | 1,086.00 | 39.67 |
| Fees & Other Services | | | | | | |
| 101-5111-07-5150 Printing | 500 | 0.00 | 2,936.11 | 0.00 | ( 2,436.11) | 587.22 |
| 101-5111-07-5190 Insurance - TML | 12,650 | 0.00 | 14,014.36 | 0.00 | ( 1,364.36) | 110.79 |
| 101-5111-07-5260 Dues and Memberships | 4,352 | 0.00 | 3,507.70 | 0.00 | 844.30 | 80.60 |
| 101-5111-07-5280 Copier Maintenance Cont | 2,600 | 536.49 | 3,407.24 | 0.00 | ( 807.24) | 131.05 |
| 101-5111-07-5665 Technology | 17,000 | 905.21 | 14,518.02 | 0.00 | 2,481.98 | 85.40 |
| TOTAL Fees & Other Services | 37,102 | 1,441.70 | 38,383.43 | 0.00 | ( 1,281.43) | 103.45 |
| Miscellaneous | | | | | | |
| 101-5111-09-5130 Community Development | 13,400 | 2,227.60 | 13,671.11 | 0.00 | ( 271.11) | 102.02 |
| 101-5111-09-5666 Donation Expenditures | 0 | 0.00 | 129.50 | 0.00 | ( 129.50) | 0.00 |
| 101-5111-09-5667 Senior Programs | 3,000 | 264.97 | 2,268.99 | 0.00 | 731.01 | 75.63 |
| TOTAL Miscellaneous | 16,400 | 2,492.57 | 16,069.60 | 0.00 | 330.40 | 97.99 |
| TOTAL Library | 591,373 | 39,677.21 | 588,304.60 | 951.14 | 2,117.26 | 99.64 |
| Providence Village PD | | | | | | |
| Personnel | | | | | | |
| Materials & Supplies | | | | | | |

101-General Fund

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Repairs & Maintenance | | | | | | |
| Utilities | | | | | | |
| Contract Services | | | | | | |
| Fees & Other Services | | | | | | |
| Public Safety | | | | | | |
| Miscellaneous | | | | | | |
| Debt Service | | | | | | |
| Fleet | | | | | | |
| Personnel | | | | | | |
| 101-5115-01-5101 Salaries | 30,996 | 6,251.20 | 23,893.60 | 0.00 | 7,102.40 | 77.09 |
| 101-5115-01-5105 Overtime | 0 | 0.00 | 96.87 | 0.00 | ( 96.87) | 0.00 |
| 101-5115-01-5107 Retirement - TMRS | 3,300 | 665.76 | 2,555.00 | 0.00 | 745.00 | 77.42 |
| 101-5115-01-5108 Payroll Tax Expense (me | 450 | 89.06 | 340.74 | 0.00 | 109.26 | 75.72 |
| 101-5115-01-5109 Group Health Insurance | 8,800 | 1,067.62 | 4,804.29 | 0.00 | 3,995.71 | 54.59 |
| 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 | 8,073.64 | 31,690.50 | 0.00 | 12,355.50 | 71.95 |
| Materials & Supplies | | | | | | |
| 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 | 427.43 | 0.00 | 2,072.57 | 17.10 |
| 101-5115-03-5630 Tools | 500 | 0.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| TOTAL Materials & Supplies | 4,000 | 0.00 | 427.43 | 0.00 | 3,572.57 | 10.69 |
| Repairs & Maintenance | | | | | | |
| 101-5115-04-5120 Building Maintenance | 2,000 | 0.00 | 219.00 | 0.00 | 1,781.00 | 10.95 |
| TOTAL Repairs & Maintenance | 2,000 | 0.00 | 219.00 | 0.00 | 1,781.00 | 10.95 |
| Contract Services | | | | | | |
| Fees & Other Services | | | | | | |
| 101-5115-07-5665 Technology | 1,000 | 4,020.32 | 9,515.32 | 174.22 | ( 8,689.54) | 968.95 |
| TOTAL Fees & Other Services | 1,000 | 4,020.32 | 9,515.32 | 174.22 | ( 8,689.54) | 968.95 |
| Miscellaneous | | | | | | |
| TOTAL Fleet | 51,046 | 12,093.96 | 41,852.25 | 174.22 | 9,019.53 | 82.33 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

101-General Fund

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| HR | | | | | | |
| Personnel | | | | | | |
| 101-5117-01-5101 Salaries | 131,000 | 14,126.70 | 144,510.15 | 0.00 | ( 13,510.15) | 110.31 |
| 101-5117-01-5106 Longevity | 50 | 0.00 | 50.00 | 0.00 | 0.00 | 100.00 |
| 101-5117-01-5107 Retirement - TMRS | 13,957 | 1,504.50 | 14,249.18 | 0.00 | ( 292.18) | 102.09 |
| 101-5117-01-5108 Payroll Tax Expense (me | 1,900 | 201.86 | 2,026.57 | 0.00 | ( 126.57) | 106.66 |
| 101-5117-01-5109 Group Health Insurance | 18,290 | 1,145.80 | 16,195.73 | 0.00 | 2,094.27 | 88.55 |
| 101-5117-01-5110 Workers Comp TML | 320 | 0.00 | 0.00 | 0.00 | 320.00 | 0.00 |
| 101-5117-01-5621 Travel & Training | 3,050 | 1,720.43 | 3,452.43 | 0.00 | ( 402.43) | 113.19 |
| TOTAL Personnel | 168,567 | 18,699.29 | 180,484.06 | 0.00 | ( 11,917.06) | 107.07 |
| Materials & Supplies | | | | | | |
| 101-5117-03-5050 Office Supplies | 300 | 34.96 | 351.77 | 0.00 | ( 51.77) | 117.26 |
| 101-5117-03-5081 Uniforms | 490 | 99.88 | 584.50 | 0.00 | ( 94.50) | 119.29 |
| TOTAL Materials & Supplies | 790 | 134.84 | 936.27 | 0.00 | ( 146.27) | 118.52 |
| Repairs & Maintenance | | | | | | |
| Utilities | | | | | | |
| Contract Services | | | | | | |
| 101-5117-06-5190 Driving Record Monitori | 3,300 | 0.00 | 2,969.00 | 0.00 | 331.00 | 89.97 |
| 101-5117-06-5240 Drug Testing/background | 12,500 | 456.50 | 10,276.25 | 0.00 | 2,223.75 | 82.21 |
| 101-5117-06-5300 Benefits Admininstratio | 2,400 | 1,680.00 | 1,680.00 | 0.00 | 720.00 | 70.00 |
| TOTAL Contract Services | 18,200 | 2,136.50 | 14,925.25 | 0.00 | 3,274.75 | 82.01 |
| Fees & Other Services | | | | | | |
| 101-5117-07-5220 Advertising & Notices | 500 | 0.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| 101-5117-07-5260 Dues and Memberships | 650 | 0.00 | 703.00 | 0.00 | ( 53.00) | 108.15 |
| 101-5117-07-5665 Technology | 13,952 | 0.00 | 9,958.19 | 24,583.58 | ( 20,589.77) | 247.58 |
| TOTAL Fees & Other Services | 15,102 | 0.00 | 10,661.19 | 24,583.58 | ( 20,142.77) | 233.38 |
| Miscellaneous | | | | | | |
| 101-5117-09-5131 Meetings | 1,000 | 302.12 | 479.17 | 0.00 | 520.83 | 47.92 |
| 101-5117-09-5132 Employee Appreciation | 20,000 | 0.00 | 12,849.16 | 0.00 | 7,150.84 | 64.25 |
| 101-5117-09-5133 Marketing & Promotions | 2,000 | 0.00 | 0.00 | 0.00 | 2,000.00 | 0.00 |
| 101-5117-09-5134 Tuition Reimbursement | 25,000 | 700.00 | 3,574.00 | 0.00 | 21,426.00 | 14.30 |
| TOTAL Miscellaneous | 48,000 | 1,002.12 | 16,902.33 | 0.00 | 31,097.67 | 35.21 |
| Contingency/FB | | | | | | |
| TOTAL HR | 250,659 | 21,972.75 | 223,909.10 | 24,583.58 | 2,166.32 | 99.14 |
| TOTAL EXPENSES | 19,510,843 | 1,469,181.85 | 18,712,824.04 | 435,588.25 | 362,430.71 | 98.14 |
| REVENUE OVER/(UNDER) EXPENSES | 283,902 | ( 105,160.69) | 2,726,218.88 | ( 435,588.25) | ( 2,006,728.63) | 806.84 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

201-Water Fund
FINANCIAL SUMMARY % OF YEAR COMPLETED: 100.00

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| GENERAL REVENUE | | | | | | |
| Fines and Fees | 780,312 | 103,718.85 | 1,869,076.62 | 0.00 | ( 1,088,764.62) | 239.53 |
| Charges for Services | 2,350,000 | 287,140.96 | 2,187,620.10 | 0.00 | 162,379.90 | 93.09 |
| Miscellaneous | 60,000 | 90,385.54 | 164,345.80 | 0.00 | ( 104,345.80) | 273.91 |
| TOTAL GENERAL REVENUE | 3,190,312 | 481,245.35 | 4,221,042.52 | 0.00 | ( 1,030,730.52) | 132.31 |
| TOTAL REVENUE | 3,190,312 | 481,245.35 | 4,221,042.52 | 0.00 | ( 1,030,730.52) | 132.31 |
| EXPENSE SUMMARY | | | | | | |
| Water | | | | | | |
| Personnel | 488,373 | 44,679.32 | 491,191.99 | 0.00 | ( 2,818.99) | 100.58 |
| Materials & Supplies | 240,000 | 75,944.90 | 340,964.43 | 8,175.00 | ( 109,139.43) | 145.47 |
| Repairs & Maintenance | 480,791 | 20,429.93 | 230,588.68 | 0.00 | 250,202.32 | 47.96 |
| Utilities | 147,200 | 5,189.44 | 162,629.56 | 0.00 | ( 15,429.56) | 110.48 |
| Contract Services | 98,650 | 5,310.00 | 34,136.25 | 0.00 | 64,513.75 | 34.60 |
| Fees & Other Services | 90,703 | 1,004.37 | 74,962.14 | 520.00 | 15,220.86 | 83.22 |
| Debt Service | 722,606 | 0.00 | 722,606.26 | 0.00 | ( 0.26) | 100.00 |
| Contingency/FB | 698,640 | 8,220.00 | 98,640.00 | 0.00 | 600,000.00 | 14.12 |
| TOTAL Water | 2,966,963 | 160,777.96 | 2,155,719.31 | 8,695.00 | 802,548.69 | 72.95 |
| TOTAL EXPENSES | 2,966,963 | 160,777.96 | 2,155,719.31 | 8,695.00 | 802,548.69 | 72.95 |
| REVENUE OVER/(UNDER) EXPENSES | 223,349 | 320,467.39 | 2,065,323.21 | ( 8,695.00) | ( 1,833,279.21) | 920.81 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

201-Water Fund

% OF YEAR COMPLETED: 100.00

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Fines and Fees | | | | | | |
| 201-4000-01-4012 Late Penalties-Water | 30,000 | 3,402.85 | 35,778.59 | 0.00 | ( 5,778.59) | 119.26 |
| 201-4000-01-4013 Application fee | 7,500 | 1,180.00 | 13,460.00 | 0.00 | ( 5,960.00) | 179.47 |
| 201-4000-01-4014 Reconnects | 6,000 | 950.00 | 6,450.00 | 0.00 | ( 450.00) | 107.50 |
| 201-4000-01-4630 Bank Fees collected | 0 | 60.00 | 690.00 | 0.00 | ( 690.00) | 0.00 |
| 201-4000-01-4710 Water Impact Fees | 736,812 | 98,126.00 | 1,812,698.03 | 0.00 | ( 1,075,886.03) | 246.02 |
| TOTAL Fines and Fees | 780,312 | 103,718.85 | 1,869,076.62 | 0.00 | ( 1,088,764.62) | 239.53 |
| Charges for Services | | | | | | |
| 201-4000-06-4010 Water Billings | 2,000,000 | 255,140.62 | 1,922,113.40 | 0.00 | 77,886.60 | 96.11 |
| 201-4000-06-4011 Water Conection/Tap Fee | 100,000 | 27,470.29 | 193,641.29 | 0.00 | ( 93,641.29) | 193.64 |
| 201-4000-06-4015 Bulk Water | 0 | 0.00 | 991.14 | 0.00 | ( 991.14) | 0.00 |
| 201-4000-06-4019 Billing Adjustments | 0 | 4,530.05 | ( 31.51) | 0.00 | 31.51 | 0.00 |
| 201-4000-06-4020 Infrastructure Inspecti | 250,000 | 0.00 | 70,905.78 | 0.00 | 179,094.22 | 28.36 |
| TOTAL Charges for Services | 2,350,000 | 287,140.96 | 2,187,620.10 | 0.00 | 162,379.90 | 93.09 |
| Miscellaneous | | | | | | |
| 201-4000-09-4420 Developer Contribution | 0 | 0.00 | 6,711.03 | 0.00 | ( 6,711.03) | 0.00 |
| 201-4000-09-4500 Interest Income | 60,000 | 17,586.59 | 54,161.76 | 0.00 | 5,838.24 | 90.27 |
| 201-4000-09-4506 Interest Income-CO2025 | 0 | 69,967.95 | 96,444.81 | 0.00 | ( 96,444.81) | 0.00 |
| 201-4000-09-4540 Other Income | 0 | 2,831.00 | 7,028.20 | 0.00 | ( 7,028.20) | 0.00 |
| TOTAL Miscellaneous | 60,000 | 90,385.54 | 164,345.80 | 0.00 | ( 104,345.80) | 273.91 |
| Contingency/FB | | | | | | |
| TOTAL REVENUE | 3,190,312 | 481,245.35 | 4,221,042.52 | 0.00 | ( 1,030,730.52) | 132.31 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

201-Water Fund

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Water | | | | | | |
| Personnel | | | | | | |
| 201-5201-01-5101 Salaries | 346,333 | 30,141.18 | 331,789.04 | 0.00 | 14,543.96 | 95.80 |
| 201-5201-01-5105 Overtime | 12,000 | 4,368.31 | 24,944.03 | 0.00 | ( 12,944.03) | 207.87 |
| 201-5201-01-5106 Longevity | 450 | 0.00 | 400.00 | 0.00 | 50.00 | 88.89 |
| 201-5201-01-5107 TMRS Contribution | 38,409 | 3,675.28 | 35,317.98 | 0.00 | 3,091.02 | 91.95 |
| 201-5201-01-5108 Payroll Tax Expense (me | 5,202 | 486.15 | 5,165.60 | 0.00 | 36.40 | 99.30 |
| 201-5201-01-5109 Group Health Insurance | 71,266 | 5,399.18 | 72,950.73 | 0.00 | ( 1,684.73) | 102.36 |
| 201-5201-01-5110 Workmens Comp TML | 9,013 | 0.00 | 11,254.25 | 0.00 | ( 2,241.25) | 124.87 |
| 201-5201-01-5621 Travel/Training | 5,700 | 609.22 | 9,370.36 | 0.00 | ( 3,670.36) | 164.39 |
| TOTAL Personnel | 488,373 | 44,679.32 | 491,191.99 | 0.00 | ( 2,818.99) | 100.58 |
| Materials & Supplies | | | | | | |
| 201-5201-03-5050 Office Supplies | 6,000 | 27.94 | 5,028.88 | 0.00 | 971.12 | 83.81 |
| 201-5201-03-5080 Gas & Oil | 20,000 | 3,846.67 | 25,177.83 | 0.00 | ( 5,177.83) | 125.89 |
| 201-5201-03-5081 Uniforms | 5,000 | 158.91 | 6,288.29 | 0.00 | ( 1,288.29) | 125.77 |
| 201-5201-03-5090 Postage | 11,500 | 1,273.45 | 15,724.03 | 0.00 | ( 4,224.03) | 136.73 |
| 201-5201-03-5150 Printing | 4,500 | 466.61 | 5,622.70 | 0.00 | ( 1,122.70) | 124.95 |
| 201-5201-03-5608 Rock, Sand & Gravel | 5,000 | 4,079.39 | 13,075.28 | 0.00 | ( 8,075.28) | 261.51 |
| 201-5201-03-5630 Tools | 6,000 | 481.49 | 3,810.96 | 0.00 | 2,189.04 | 63.52 |
| 201-5201-03-5903 Parts and Fittings | 30,000 | 0.00 | 19,595.80 | 0.00 | 10,404.20 | 65.32 |
| 201-5201-03-5904 Chlorine | 12,000 | 1,134.44 | 12,100.76 | 0.00 | ( 100.76) | 100.84 |
| 201-5201-03-5905 Meters | 140,000 | 64,476.00 | 234,539.90 | 8,175.00 | ( 102,714.90) | 173.37 |
| TOTAL Materials & Supplies | 240,000 | 75,944.90 | 340,964.43 | 8,175.00 | ( 109,139.43) | 145.47 |
| Repairs & Maintenance | | | | | | |
| 201-5201-04-5120 Building Maintenance | 18,500 | 760.84 | 17,156.71 | 0.00 | 1,343.29 | 92.74 |
| 201-5201-04-5121 Equipment Maintenance | 40,000 | 363.13 | 53,977.43 | 0.00 | ( 13,977.43) | 134.94 |
| 201-5201-04-5122 Vehicle Maintenance | 8,000 | 71.49 | 11,473.64 | 0.00 | ( 3,473.64) | 143.42 |
| 201-5201-04-5902 Water System Maintenanc | 414,291 | 19,234.47 | 147,980.90 | 0.00 | 266,310.10 | 35.72 |
| TOTAL Repairs & Maintenance | 480,791 | 20,429.93 | 230,588.68 | 0.00 | 250,202.32 | 47.96 |
| Utilities | | | | | | |
| 201-5201-05-5616 Utilities - Electricity | 135,000 | 4,316.96 | 149,873.48 | 0.00 | ( 14,873.48) | 111.02 |
| 201-5201-05-5617 Utilities - Gas | 4,000 | 368.25 | 6,312.49 | 0.00 | ( 2,312.49) | 157.81 |
| 201-5201-05-5618 Utilities - Telephone | 7,000 | 504.23 | 6,443.59 | 0.00 | 556.41 | 92.05 |
| 201-5201-05-5619 Utilities - Water/Sewer | 1,200 | 0.00 | 0.00 | 0.00 | 1,200.00 | 0.00 |
| TOTAL Utilities | 147,200 | 5,189.44 | 162,629.56 | 0.00 | ( 15,429.56) | 110.48 |
| Contract Services | | | | | | |
| 201-5201-06-5620 Legal & Professional | 38,650 | 5,310.00 | 20,363.45 | 0.00 | 18,286.55 | 52.69 |
| 201-5201-06-5766 Consultant - engineerin | 60,000 | 0.00 | 13,772.80 | 0.00 | 46,227.20 | 22.95 |
| TOTAL Contract Services | 98,650 | 5,310.00 | 34,136.25 | 0.00 | 64,513.75 | 34.60 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

201-Water Fund

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Fees & Other Services | | | | | | |
| 201-5201-07-5190 Insurance - TML | 9,000 | 0.00 | 11,466.28 | 0.00 | ( 2,466.28) | 127.40 |
| 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 | 4,737.10 | 0.00 | ( 37.10) | 100.79 |
| 201-5201-07-5261 Permits-TCEQ | 6,087 | 0.00 | 3,719.10 | 0.00 | 2,367.90 | 61.10 |
| 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 | 796.39 | 2,641.73 | 0.00 | ( 641.73) | 132.09 |
| 201-5201-07-5624 Equipment Rental | 6,000 | 0.00 | 550.80 | 0.00 | 5,449.20 | 9.18 |
| 201-5201-07-5665 Technology | 8,250 | 47.98 | 6,568.39 | 520.00 | 1,161.61 | 85.92 |
| 201-5201-07-5666 Bank fees | 9,875 | 0.00 | 10,850.00 | 0.00 | ( 975.00) | 109.87 |
| 201-5201-07-5901 Lab Fees | 20,000 | 160.00 | 7,698.00 | 0.00 | 12,302.00 | 38.49 |
| 201-5201-07-5906 Groundwater Pumpage Fee | 15,000 | 0.00 | 18,253.95 | 0.00 | ( 3,253.95) | 121.69 |
| 201-5201-07-5909 AMR Annual Fees | 6,000 | 0.00 | 4,854.37 | 0.00 | 1,145.63 | 80.91 |
| TOTAL Fees & Other Services | 90,703 | 1,004.37 | 74,962.14 | 520.00 | 15,220.86 | 83.22 |
| Debt Service | | | | | | |
| 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 | 116,700.00 | 0.00 | 0.00 | 100.00 |
| 201-5201-98-5867 2023 CO Bond Principal | 60,000 | 0.00 | 60,000.00 | 0.00 | 0.00 | 100.00 |
| 201-5201-98-5868 2023 CO Bond Interest | 315,906 | 0.00 | 315,906.26 | 0.00 | ( 0.26) | 100.00 |
| TOTAL Debt Service | 722,606 | 0.00 | 722,606.26 | 0.00 | ( 0.26) | 100.00 |
| Contingency/FB | | | | | | |
| 201-5201-99-4090 Administrative fee | 98,640 | 8,220.00 | 98,640.00 | 0.00 | 0.00 | 100.00 |
| 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 | 98,640.00 | 0.00 | 600,000.00 | 14.12 |
| TOTAL Water | 2,966,963 | 160,777.96 | 2,155,719.31 | 8,695.00 | 802,548.69 | 72.95 |
| TOTAL EXPENSES | 2,966,963 | 160,777.96 | 2,155,719.31 | 8,695.00 | 802,548.69 | 72.95 |
| REVENUE OVER/(UNDER) EXPENSES | 223,349 | 320,467.39 | 2,065,323.21 | ( 8,695.00) | ( 1,833,279.21) | 920.81 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

202-Sewer Fund
FINANCIAL SUMMARY % OF YEAR COMPLETED: 100.00

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| GENERAL REVENUE | | | | | | |
| Fines and Fees | 946,615 | 235,381.36 | 3,140,263.18 | 0.00 | ( 2,193,648.18) | 331.74 |
| Charges for Services | 1,150,000 | 111,138.82 | 1,075,233.91 | 0.00 | 74,766.09 | 93.50 |
| Miscellaneous | 1,623,884 | 136,461.21 | 2,039,402.75 | 0.00 | ( 415,518.75) | 125.59 |
| TOTAL GENERAL REVENUE | 3,720,499 | 482,981.39 | 6,254,899.84 | 0.00 | ( 2,534,400.84) | 168.12 |
| TOTAL REVENUE | 3,720,499 | 482,981.39 | 6,254,899.84 | 0.00 | ( 2,534,400.84) | 168.12 |
| EXPENSE SUMMARY | | | | | | |
| Sewer | | | | | | |
| Personnel | 481,990 | 54,427.66 | 530,264.33 | 0.00 | ( 48,274.33) | 110.02 |
| Materials & Supplies | 60,400 | 7,057.59 | 66,676.73 | 0.00 | ( 6,276.73) | 110.39 |
| Repairs & Maintenance | 192,000 | 6,075.71 | 174,222.57 | 11,639.68 | 6,137.75 | 96.80 |
| Utilities | 172,500 | 11,561.11 | 182,414.36 | 0.00 | ( 9,914.36) | 105.75 |
| Contract Services | 14,000 | 5,310.00 | 12,334.95 | 0.00 | 1,665.05 | 88.11 |
| Fees & Other Services | 90,856 | 5,970.00 | 91,904.01 | 0.00 | ( 1,048.19) | 101.15 |
| Debt Service | 1,798,934 | 0.00 | 1,807,958.74 | 0.00 | ( 9,024.74) | 100.50 |
| Contingency/FB | 0 | 0.00 | 0.00 | 53,378.70 | ( 53,378.70) | 0.00 |
| TOTAL Sewer | 2,810,680 | 90,402.07 | 2,865,775.69 | 65,018.38 | ( 120,114.25) | 104.27 |
| TOTAL EXPENSES | 2,810,680 | 90,402.07 | 2,865,775.69 | 65,018.38 | ( 120,114.25) | 104.27 |
| REVENUE OVER/(UNDER) EXPENSES | 909,819 | 392,579.32 | 3,389,124.15 | ( 65,018.38) | ( 2,414,286.59) | 365.36 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

202-Sewer Fund

% OF YEAR COMPLETED: 100.00

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Fines and Fees | | | | | | |
| 202-4000-01-4021 Late Penalties - Sewer | 10,000 | 1,579.36 | 14,237.07 | 0.00 | ( 4,237.07) | 142.37 |
| 202-4000-01-4710 Sewer Impact Fees | 936,615 | 233,802.00 | 3,126,026.11 | 0.00 | ( 2,189,411.11) | 333.76 |
| TOTAL Fines and Fees | 946,615 | 235,381.36 | 3,140,263.18 | 0.00 | ( 2,193,648.18) | 331.74 |
| Charges for Services | | | | | | |
| 202-4000-06-4011 Sewer Connection/Tap Fe | 0 | 0.00 | 1,700.00 | 0.00 | ( 1,700.00) | 0.00 |
| 202-4000-06-4020 Sewer Billings | 1,150,000 | 111,138.82 | 1,073,533.91 | 0.00 | 76,466.09 | 93.35 |
| TOTAL Charges for Services | 1,150,000 | 111,138.82 | 1,075,233.91 | 0.00 | 74,766.09 | 93.50 |
| Miscellaneous | | | | | | |
| 202-4000-09-4500 Interest Income | 1,623,884 | 136,461.21 | 2,019,008.45 | 0.00 | ( 395,124.45) | 124.33 |
| 202-4000-09-4540 Other Income | 0 | 0.00 | 20,394.30 | 0.00 | ( 20,394.30) | 0.00 |
| TOTAL Miscellaneous | 1,623,884 | 136,461.21 | 2,039,402.75 | 0.00 | ( 415,518.75) | 125.59 |
| Contingency/FB | | | | | | |
| TOTAL REVENUE | 3,720,499 | 482,981.39 | 6,254,899.84 | 0.00 | ( 2,534,400.84) | 168.12 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

202-Sewer Fund

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Sewer | | | | | | |
| Personnel | | | | | | |
| 202-5202-01-5101 Salaries | 340,933 | 36,332.64 | 352,691.01 | 0.00 | ( 11,758.01) | 103.45 |
| 202-5202-01-5105 Overtime | 45,000 | 5,938.73 | 46,878.27 | 0.00 | ( 1,878.27) | 104.17 |
| 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 | 4,501.90 | 36,855.62 | 0.00 | ( 4,995.62) | 115.68 |
| 202-5202-01-5108 Payroll Tax Expense (me | 4,311 | 607.00 | 5,435.73 | 0.00 | ( 1,124.73) | 126.09 |
| 202-5202-01-5109 Group Health Insurance | 47,510 | 6,505.02 | 74,732.96 | 0.00 | ( 27,222.96) | 157.30 |
| 202-5202-01-5110 Workers Comp TML | 6,026 | 0.00 | 8,441.95 | 0.00 | ( 2,415.95) | 140.09 |
| 202-5202-01-5621 Travel/training | 5,000 | 542.37 | 3,928.79 | 0.00 | 1,071.21 | 78.58 |
| TOTAL Personnel | 481,990 | 54,427.66 | 530,264.33 | 0.00 | ( 48,274.33) | 110.02 |
| Materials & Supplies | | | | | | |
| 202-5202-03-5050 Office Supplies | 5,000 | 206.82 | 3,676.34 | 0.00 | 1,323.66 | 73.53 |
| 202-5202-03-5080 Gas & Oil | 14,000 | 1,088.91 | 12,948.09 | 0.00 | 1,051.91 | 92.49 |
| 202-5202-03-5081 Uniforms | 3,500 | 0.00 | 4,393.99 | 0.00 | ( 893.99) | 125.54 |
| 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 | 4,079.39 | 10,409.38 | 0.00 | ( 2,409.38) | 130.12 |
| 202-5202-03-5608 Chemicals Purchased | 10,000 | 0.00 | 12,281.01 | 0.00 | ( 2,281.01) | 122.81 |
| 202-5202-03-5630 Tools | 5,000 | 358.97 | 5,143.60 | 0.00 | ( 143.60) | 102.87 |
| 202-5202-03-5903 Parts and Fittings | 3,000 | 0.00 | 1,330.23 | 0.00 | 1,669.77 | 44.34 |
| 202-5202-03-5904 Chlorine | 11,000 | 1,323.50 | 16,449.14 | 0.00 | ( 5,449.14) | 149.54 |
| TOTAL Materials & Supplies | 60,400 | 7,057.59 | 66,676.73 | 0.00 | ( 6,276.73) | 110.39 |
| Repairs & Maintenance | | | | | | |
| 202-5202-04-5120 Building Maintenance | 5,000 | 0.00 | 5,386.21 | 0.00 | ( 386.21) | 107.72 |
| 202-5202-04-5121 Equipment Maintenance | 35,000 | 295.73 | 31,279.11 | 0.00 | 3,720.89 | 89.37 |
| 202-5202-04-5122 Vehicle Maintenance | 7,000 | 447.85 | 5,875.96 | 0.00 | 1,124.04 | 83.94 |
| 202-5202-04-5902 Sewer System Maintenanc | 60,000 | 4,232.14 | 55,982.40 | 7,250.00 | ( 3,232.40) | 105.39 |
| 202-5202-04-5903 WWTP Maintenance | 85,000 | 1,099.99 | 75,698.89 | 4,389.68 | 4,911.43 | 94.22 |
| TOTAL Repairs & Maintenance | 192,000 | 6,075.71 | 174,222.57 | 11,639.68 | 6,137.75 | 96.80 |
| Utilities | | | | | | |
| 202-5202-05-5616 Utilities - Electricity | 55,500 | 195.56 | 58,643.85 | 0.00 | ( 3,143.85) | 105.66 |
| 202-5202-05-5618 Utilities - Telephone | 7,000 | 629.08 | 8,250.33 | 0.00 | ( 1,250.33) | 117.86 |
| 202-5202-05-5619 Utilities - Water/Sewer | 100,000 | 10,736.47 | 115,520.18 | 0.00 | ( 15,520.18) | 115.52 |
| 202-5202-05-5621 Utilities - Sludge Disp | 10,000 | 0.00 | 0.00 | 0.00 | 10,000.00 | 0.00 |
| TOTAL Utilities | 172,500 | 11,561.11 | 182,414.36 | 0.00 | ( 9,914.36) | 105.75 |
| Contract Services | | | | | | |
| 202-5202-06-5620 Legal & Professional | 6,000 | 5,310.00 | 12,334.95 | 0.00 | ( 6,334.95) | 205.58 |
| 202-5202-06-5766 Consultant - engineerin | 8,000 | 0.00 | 0.00 | 0.00 | 8,000.00 | 0.00 |
| TOTAL Contract Services | 14,000 | 5,310.00 | 12,334.95 | 0.00 | 1,665.05 | 88.11 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

202-Sewer Fund

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Fees & Other Services | | | | | | |
| 202-5202-07-5190 Insurance - TML | 15,000 | 0.00 | 19,110.49 | 0.00 | ( 4,110.49) | 127.40 |
| 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 |
| 202-5202-07-5540 Bond Insurance | 31,416 | 0.00 | 38,415.82 | 0.00 | ( 7,000.00) | 122.28 |
| 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 | 5,970.00 | 14,961.97 | 0.00 | ( 5,961.97) | 166.24 |
| 202-5202-07-5666 Bank Fees | 0 | 0.00 | 193.14 | 0.00 | ( 193.14) | 0.00 |
| 202-5202-07-5901 Lab Fees | 15,000 | 0.00 | 13,434.54 | 0.00 | 1,565.46 | 89.56 |
| TOTAL Fees & Other Services | 90,856 | 5,970.00 | 91,904.01 | 0.00 | ( 1,048.19) | 101.15 |
| Debt Service | | | | | | |
| 202-5202-98-5845 Interest - 2024A CO | 1,798,934 | 0.00 | 1,807,958.74 | 0.00 | ( 9,024.74) | 100.50 |
| TOTAL Debt Service | 1,798,934 | 0.00 | 1,807,958.74 | 0.00 | ( 9,024.74) | 100.50 |
| Contingency/FB | | | | | | |
| 202-5202-99-5902 Capital - equipment | 0 | 0.00 | 0.00 | 53,378.70 | ( 53,378.70) | 0.00 |
| TOTAL Contingency/FB | 0 | 0.00 | 0.00 | 53,378.70 | ( 53,378.70) | 0.00 |
| TOTAL Sewer | 2,810,680 | 90,402.07 | 2,865,775.69 | 65,018.38 | ( 120,114.25) | 104.27 |
| TOTAL EXPENSES | 2,810,680 | 90,402.07 | 2,865,775.69 | 65,018.38 | ( 120,114.25) | 104.27 |
| REVENUE OVER/(UNDER) EXPENSES | 909,819 | 392,579.32 | 3,389,124.15 | ( 65,018.38) | ( 2,414,286.59) | 365.36 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

205-Solid Waste Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| GENERAL REVENUE | | | | | | |
| Charges for Services | 2,546,000 | 237,665.79 | 2,508,351.68 | 0.00 | 37,648.32 | 98.52 |
| TOTAL GENERAL REVENUE | 2,546,000 | 237,665.79 | 2,508,351.68 | 0.00 | 37,648.32 | 98.52 |
| TOTAL REVENUE | 2,546,000 | 237,665.79 | 2,508,351.68 | 0.00 | 37,648.32 | 98.52 |
| EXPENSE SUMMARY | | | | | | |
| Solid Waste | | | | | | |
| Fees & Other Services | 2,546,000 | 237,577.41 | 2,674,510.90 | 0.00 | ( 128,510.90) | 105.05 |
| TOTAL Solid Waste | 2,546,000 | 237,577.41 | 2,674,510.90 | 0.00 | ( 128,510.90) | 105.05 |
| TOTAL EXPENSES | 2,546,000 | 237,577.41 | 2,674,510.90 | 0.00 | ( 128,510.90) | 105.05 |
| REVENUE OVER/(UNDER) EXPENSES | 0 | 88.38 | ( 166,159.22) | 0.00 | 166,159.22 | 0.00 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

205-Solid Waste Fund

% OF YEAR COMPLETED: 100.00

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Charges for Services | | | | | | |
| 205-4000-06-4025 Garbage Billings | 2,546,000 | 237,665.79 | 2,508,351.68 | 0.00 | 37,648.32 | 98.52 |
| TOTAL Charges for Services | 2,546,000 | 237,665.79 | 2,508,351.68 | 0.00 | 37,648.32 | 98.52 |
| Miscellaneous | | | | | | |
| Contingency/FB | | | | | | |
| TOTAL REVENUE | 2,546,000 | 237,665.79 | 2,508,351.68 | 0.00 | 37,648.32 | 98.52 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

205-Solid Waste Fund

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Solid Waste | | | | | | |
| Materials & Supplies | | | | | | |
| Fees & Other Services | | | | | | |
| 205-5205-07-5666 Mustang Collection Fees | 116,000 | 9,460.96 | 107,529.75 | 0.00 | 8,470.25 | 92.70 |
| 205-5205-07-5931 Franchise Fees 15% | 315,000 | 33,483.00 | 361,698.42 | 0.00 | ( 46,698.42) | 114.82 |
| 205-5205-07-5941 Republic Waste | 2,115,000 | 194,633.45 | 2,205,282.73 | 0.00 | ( 90,282.73) | 104.27 |
| TOTAL Fees & Other Services | 2,546,000 | 237,577.41 | 2,674,510.90 | 0.00 | ( 128,510.90) | 105.05 |
| Contingency/FB | | | | | | |
| TOTAL Solid Waste | 2,546,000 | 237,577.41 | 2,674,510.90 | 0.00 | ( 128,510.90) | 105.05 |
| TOTAL EXPENSES | 2,546,000 | 237,577.41 | 2,674,510.90 | 0.00 | ( 128,510.90) | 105.05 |
| REVENUE OVER/(UNDER) EXPENSES | 0 | 88.38 | ( 166,159.22) | 0.00 | 166,159.22 | 0.00 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

301-Debt Service Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| GENERAL REVENUE | | | | | | |
| Taxes | 1,465,000 | 5,170.00 | 1,481,061.30 | 0.00 | ( 16,061.30) | 101.10 |
| Miscellaneous | 28,500 | 908.25 | 23,152.22 | 0.00 | 5,347.78 | 81.24 |
| Contingency/FB | 433,919 | 0.00 | 0.00 | 0.00 | 433,919.00 | 0.00 |
| TOTAL GENERAL REVENUE | 1,927,419 | 6,078.25 | 1,504,213.52 | 0.00 | 423,205.48 | 78.04 |
| TOTAL REVENUE | 1,927,419 | 6,078.25 | 1,504,213.52 | 0.00 | 423,205.48 | 78.04 |
| EXPENSE SUMMARY | | | | | | |
| Debt Service | | | | | | |
| Fees & Other Services | 3,500 | 0.00 | 3,500.00 | 0.00 | 0.00 | 100.00 |
| Debt Service | 1,923,919 | 0.00 | 1,923,858.62 | 0.00 | 60.38 | 100.00 |
| TOTAL Debt Service | 1,927,419 | 0.00 | 1,927,358.62 | 0.00 | 60.38 | 100.00 |
| TOTAL EXPENSES | 1,927,419 | 0.00 | 1,927,358.62 | 0.00 | 60.38 | 100.00 |
| REVENUE OVER/(UNDER) EXPENSES | 0 | 6,078.25 | ( 423,145.10) | 0.00 | 423,145.10 | 0.00 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

301-Debt Service Fund

% OF YEAR COMPLETED: 100.00

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Taxes | | | | | | |
| 301-4000-02-4100 Property Taxes | 1,465,000 | 5,170.00 | 1,481,061.30 | 0.00 | ( 16,061.30) | 101.10 |
| TOTAL Taxes | 1,465,000 | 5,170.00 | 1,481,061.30 | 0.00 | ( 16,061.30) | 101.10 |
| Miscellaneous | | | | | | |
| 301-4000-09-4500 Interest Income | 28,500 | 908.25 | 23,152.22 | 0.00 | 5,347.78 | 81.24 |
| TOTAL Miscellaneous | 28,500 | 908.25 | 23,152.22 | 0.00 | 5,347.78 | 81.24 |
| Contingency/FB | | | | | | |
| 301-4000-99-4091 Transfers in | 433,919 | 0.00 | 0.00 | 0.00 | 433,919.00 | 0.00 |
| TOTAL Contingency/FB | 433,919 | 0.00 | 0.00 | 0.00 | 433,919.00 | 0.00 |
| TOTAL REVENUE | 1,927,419 | 6,078.25 | 1,504,213.52 | 0.00 | 423,205.48 | 78.04 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

301-Debt Service Fund

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Debt Service | | | | | | |
| Fees & Other Services | | | | | | |
| 301-5301-07-5870 Agent Fees | 3,500 | 0.00 | 3,500.00 | 0.00 | 0.00 | 100.00 |
| TOTAL Fees & Other Services | 3,500 | 0.00 | 3,500.00 | 0.00 | 0.00 | 100.00 |
| Debt Service | | | | | | |
| 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 | 9,264.00 | 0.00 | 0.00 | 100.00 |
| 301-5301-98-5852 2006 CO Principal | 45,000 | 0.00 | 45,000.00 | 0.00 | 0.00 | 100.00 |
| 301-5301-98-5853 2006 CO Interest | 5,740 | 0.00 | 5,740.00 | 0.00 | 0.00 | 100.00 |
| 301-5301-98-5860 2013 GO Refunding Princ | 56,000 | 0.00 | 56,000.00 | 0.00 | 0.00 | 100.00 |
| 301-5301-98-5861 2013 GO Refunding Inter | 2,796 | 0.00 | 2,645.77 | 0.00 | 150.23 | 94.63 |
| 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 | 12,388.75 | 0.00 | 0.25 | 100.00 |
| 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 | 6,880.10 | 0.00 | ( 0.10) | 100.00 |
| 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 | 455,850.00 | 0.00 | 0.00 | 100.00 |
| 301-5301-98-5871 Interest - CO 2024 FS#2 | 339,000 | 0.00 | 339,090.00 | 0.00 | ( 90.00) | 100.03 |
| TOTAL Debt Service | 1,923,919 | 0.00 | 1,923,858.62 | 0.00 | 60.38 | 100.00 |
| Contingency/FB | | | | | | |
| TOTAL Debt Service | 1,927,419 | 0.00 | 1,927,358.62 | 0.00 | 60.38 | 100.00 |
| TOTAL EXPENSES | 1,927,419 | 0.00 | 1,927,358.62 | 0.00 | 60.38 | 100.00 |
| REVENUE OVER/(UNDER) EXPENSES | 0 | 6,078.25 | ( 423,145.10) | 0.00 | 423,145.10 | 0.00 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

401-Special Revenue Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| GENERAL REVENUE | | | | | | |
| Fines and Fees | 16,600 | 1,514.25 | 20,281.66 | 0.00 | ( 3,681.66) | 122.18 |
| Taxes | 10,000 | 0.00 | 4,859.94 | 0.00 | 5,140.06 | 48.60 |
| Grants | 4,128 | 0.00 | 5,484.53 | 0.00 | ( 1,356.53) | 132.86 |
| Miscellaneous | 3,000 | 162.77 | 2,104.75 | 0.00 | 895.25 | 70.16 |
| TOTAL GENERAL REVENUE | 33,728 | 1,677.02 | 32,730.88 | 0.00 | 997.12 | 97.04 |
| TOTAL REVENUE | 33,728 | 1,677.02 | 32,730.88 | 0.00 | 997.12 | 97.04 |
| EXPENSE SUMMARY | | | | | | |
| Officers Training Fund | | | | | | |
| Personnel | 3,000 | 0.00 | 9,340.00 | 0.00 | ( 6,340.00) | 311.33 |
| Contract Services | 3,500 | 0.00 | 3,500.00 | 0.00 | 0.00 | 100.00 |
| Fees & Other Services | 4,000 | 0.00 | 8,639.95 | 1,909.00 | ( 6,548.95) | 263.72 |
| TOTAL Officers Training Fund | 10,500 | 0.00 | 21,479.95 | 1,909.00 | ( 12,888.95) | 222.75 |
| Seizure | | | | | | |
| Materials & Supplies | 0 | 0.00 | 344.40 | 0.00 | ( 344.40) | 0.00 |
| TOTAL Seizure | 0 | 0.00 | 344.40 | 0.00 | ( 344.40) | 0.00 |
| Court Technology | | | | | | |
| Court Security | | | | | | |
| TOTAL EXPENSES | 10,500 | 0.00 | 21,824.35 | 1,909.00 | ( 13,233.35) | 226.03 |
| REVENUE OVER/(UNDER) EXPENSES | 23,228 | 1,677.02 | 10,906.53 | ( 1,909.00) | 14,230.47 | 38.74 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

401-Special Revenue Fund

% OF YEAR COMPLETED: 100.00

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Fines and Fees | | | | | | |
| 401-4000-01-4310 Court Security Fee | 4,600 | 821.11 | 7,027.15 | 0.00 | ( 2,427.15) | 152.76 |
| 401-4000-01-4421 Child Safety Fees | 8,000 | 21.30 | 7,483.27 | 0.00 | 516.73 | 93.54 |
| 401-4000-01-4710 Court Technology Fee | 4,000 | 671.84 | 5,771.24 | 0.00 | ( 1,771.24) | 144.28 |
| TOTAL Fines and Fees | 16,600 | 1,514.25 | 20,281.66 | 0.00 | ( 3,681.66) | 122.18 |
| Taxes | | | | | | |
| 401-4000-02-4170 Hotel/Motel Tax | 10,000 | 0.00 | 4,859.94 | 0.00 | 5,140.06 | 48.60 |
| TOTAL Taxes | 10,000 | 0.00 | 4,859.94 | 0.00 | 5,140.06 | 48.60 |
| Grants | | | | | | |
| 401-4000-03-4020 Seizures | 0 | 0.00 | 977.60 | 0.00 | ( 977.60) | 0.00 |
| 401-4000-03-4701 NCTCOG/State Comp/LEOSE | 4,128 | 0.00 | 4,506.93 | 0.00 | ( 378.93) | 109.18 |
| TOTAL Grants | 4,128 | 0.00 | 5,484.53 | 0.00 | ( 1,356.53) | 132.86 |
| Miscellaneous | | | | | | |
| 401-4000-09-4500 Interest Income | 3,000 | 162.77 | 2,104.75 | 0.00 | 895.25 | 70.16 |
| TOTAL Miscellaneous | 3,000 | 162.77 | 2,104.75 | 0.00 | 895.25 | 70.16 |
| Contingency/FB | | | | | | |
| TOTAL REVENUE | 33,728 | 1,677.02 | 32,730.88 | 0.00 | 997.12 | 97.04 |

401-Special Revenue Fund

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Officers Training Fund | | | | | | |
| Personnel | | | | | | |
| 401-5401-01-5621 Travel/training | 3,000 | 0.00 | 9,340.00 | 0.00 | ( 6,340.00) | 311.33 |
| TOTAL Personnel | 3,000 | 0.00 | 9,340.00 | 0.00 | ( 6,340.00) | 311.33 |
| Materials & Supplies | | | | | | |
| Contract Services | | | | | | |
| 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 |
| Fees & Other Services | | | | | | |
| 401-5401-07-5665 Court Technology | 4,000 | 0.00 | 8,639.95 | 1,909.00 | ( 6,548.95) | 263.72 |
| TOTAL Fees & Other Services | 4,000 | 0.00 | 8,639.95 | 1,909.00 | ( 6,548.95) | 263.72 |
| Public Safety | | | | | | |
| Contingency/FB | | | | | | |
| TOTAL Officers Training Fund | 10,500 | 0.00 | 21,479.95 | 1,909.00 | ( 12,888.95) | 222.75 |
| Seizure | | | | | | |
| Materials & Supplies | | | | | | |
| 401-5402-03-5631 Seizure Equipment < $10 | 0 | 0.00 | 344.40 | 0.00 | ( 344.40) | 0.00 |
| TOTAL Materials & Supplies | 0 | 0.00 | 344.40 | 0.00 | ( 344.40) | 0.00 |
| Contract Services | | | | | | |
| Fees & Other Services | | | | | | |
| TOTAL Seizure | 0 | 0.00 | 344.40 | 0.00 | ( 344.40) | 0.00 |
| Court Technology | | | | | | |
| Debt Service | | | | | | |
| Contingency/FB | | | | | | |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

401-Special Revenue Fund

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Court Security | | | | | | |
| Personnel | | | | | | |
| Contingency/FB | | | | | | |
| TOTAL EXPENSES | 10,500 | 0.00 | 21,824.35 | 1,909.00 | ( 13,233.35) | 226.03 |
| REVENUE OVER/(UNDER) EXPENSES | 23,228 | 1,677.02 | 10,906.53 | ( 1,909.00) | 14,230.47 | 38.74 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

402-TIRZ Jackson Ridge
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| GENERAL REVENUE | | | | | | |
| Taxes | 900,000 | 0.00 | 737,000.00 | 0.00 | 163,000.00 | 81.89 |
| Miscellaneous | 10,000 | 3,206.25 | 20,467.90 | 0.00 | ( 10,467.90) | 204.68 |
| TOTAL GENERAL REVENUE | 910,000 | 3,206.25 | 757,467.90 | 0.00 | 152,532.10 | 83.24 |
| TOTAL REVENUE | 910,000 | 3,206.25 | 757,467.90 | 0.00 | 152,532.10 | 83.24 |
| EXPENSE SUMMARY | | | | | | |
| TIRZ | | | | | | |
| Fees & Other Services | 900,000 | 0.00 | 730,424.13 | 0.00 | 169,575.87 | 81.16 |
| TOTAL TIRZ | 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 | 3,206.25 | 27,043.77 | 0.00 | ( 17,043.77) | 270.44 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

402-TIRZ Jackson Ridge

% OF YEAR COMPLETED: 100.00

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Taxes | | | | | | |
| 402-4000-02-4100 Property Taxes | 900,000 | 0.00 | 737,000.00 | 0.00 | 163,000.00 | 81.89 |
| TOTAL Taxes | 900,000 | 0.00 | 737,000.00 | 0.00 | 163,000.00 | 81.89 |
| Grants | | | | | | |
| Donations | | | | | | |
| Miscellaneous | | | | | | |
| 402-4000-09-4500 Interest Income | 10,000 | 3,206.25 | 20,467.90 | 0.00 | ( 10,467.90) | 204.68 |
| TOTAL Miscellaneous | 10,000 | 3,206.25 | 20,467.90 | 0.00 | ( 10,467.90) | 204.68 |
| Contingency/FB | | | | | | |
| TOTAL REVENUE | 910,000 | 3,206.25 | 757,467.90 | 0.00 | 152,532.10 | 83.24 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

402-TIRZ Jackson Ridge

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| TIRZ | | | | | | |
| ==== | | | | | | |
| 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 TIRZ | 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 | 3,206.25 | 27,043.77 | 0.00 | ( 17,043.77) | 270.44 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

403-Impact Fees
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| GENERAL REVENUE | | | | | | |
| Fines and Fees | 0 | 0.00 | 2,451.00 | 0.00 | ( 2,451.00) | 0.00 |
| Miscellaneous | 14,000 | 9,474.90 | 78,437.57 | 0.00 | ( 64,437.57) | 560.27 |
| TOTAL GENERAL REVENUE | 14,000 | 9,474.90 | 80,888.57 | 0.00 | ( 66,888.57) | 577.78 |
| TOTAL REVENUE | 14,000 | 9,474.90 | 80,888.57 | 0.00 | ( 66,888.57) | 577.78 |
| EXPENSE SUMMARY | | | | | | |
| MCTF | | | | | | |
| Contract Services | 0 | 0.00 | 37,341.71 | 0.00 | ( 37,341.71) | 0.00 |
| TOTAL MCTF | 0 | 0.00 | 37,341.71 | 0.00 | ( 37,341.71) | 0.00 |
| TOTAL EXPENSES | 0 | 0.00 | 37,341.71 | 0.00 | ( 37,341.71) | 0.00 |
| REVENUE OVER/(UNDER) EXPENSES | 14,000 | 9,474.90 | 43,546.86 | 0.00 | ( 29,546.86) | 311.05 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

403-Impact Fees

% OF YEAR COMPLETED: 100.00

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Fines and Fees | | | | | | |
| 403-4000-01-4710 Street Impact Fees | 0 | 0.00 | 2,451.00 | 0.00 | ( 2,451.00) | 0.00 |
| TOTAL Fines and Fees | 0 | 0.00 | 2,451.00 | 0.00 | ( 2,451.00) | 0.00 |
| Miscellaneous | | | | | | |
| 403-4000-09-4500 Interest Income | 14,000 | 9,474.90 | 78,437.57 | 0.00 | ( 64,437.57) | 560.27 |
| TOTAL Miscellaneous | 14,000 | 9,474.90 | 78,437.57 | 0.00 | ( 64,437.57) | 560.27 |
| Contingency/FB | | | | | | |
| TOTAL REVENUE | 14,000 | 9,474.90 | 80,888.57 | 0.00 | ( 66,888.57) | 577.78 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

403-Impact Fees

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| MCTF | | | | | | |
| ==== | | | | | | |
| Contract Services | | | | | | |
| 403-5403-06-5766 CONSULTING ENGINEERING | 0 | 0.00 | 12,303.78 | 0.00 | ( 12,303.78) | 0.00 |
| 403-5403-06-5767 Consulting Eng - Street | 0 | 0.00 | 25,037.93 | 0.00 | ( 25,037.93) | 0.00 |
| TOTAL Contract Services | 0 | 0.00 | 37,341.71 | 0.00 | ( 37,341.71) | 0.00 |
| Fees & Other Services | | | | | | |
| Contingency/FB | | | | | | |
| TOTAL MCTF | 0 | 0.00 | 37,341.71 | 0.00 | ( 37,341.71) | 0.00 |
| TOTAL EXPENSES | 0 | 0.00 | 37,341.71 | 0.00 | ( 37,341.71) | 0.00 |
| REVENUE OVER/(UNDER) EXPENSES | 14,000 | 9,474.90 | 43,546.86 | 0.00 | ( 29,546.86) | 311.05 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

404-Development Fees
FINANCIAL SUMMARY % OF YEAR COMPLETED: 100.00

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| GENERAL REVENUE | | | | | | |
| Fines and Fees | 464,200 | 71,079.00 | 886,265.26 | 0.00 | ( 422,065.26) | 190.92 |
| Permits | 1,176,800 | 234,171.00 | 1,931,120.34 | 0.00 | ( 754,320.34) | 164.10 |
| Miscellaneous | 100,000 | 23,396.89 | 330,738.17 | 0.00 | ( 230,738.17) | 330.74 |
| Contingency/FB | 1,000,000 | 0.00 | 0.00 | 0.00 | 1,000,000.00 | 0.00 |
| TOTAL GENERAL REVENUE | 2,741,000 | 328,646.89 | 3,148,123.77 | 0.00 | ( 407,123.77) | 114.85 |
| TOTAL REVENUE | 2,741,000 | 328,646.89 | 3,148,123.77 | 0.00 | ( 407,123.77) | 114.85 |
| EXPENSE SUMMARY | | | | | | |
| MCSF | | | | | | |
| Contract Services | 2,348,000 | 162,870.33 | 2,341,858.36 | 631,841.11 | ( 625,699.47) | 126.65 |
| TOTAL MCSF | 2,348,000 | 162,870.33 | 2,341,858.36 | 631,841.11 | ( 625,699.47) | 126.65 |
| TOTAL EXPENSES | 2,348,000 | 162,870.33 | 2,341,858.36 | 631,841.11 | ( 625,699.47) | 126.65 |
| REVENUE OVER/(UNDER) EXPENSES | 393,000 | 165,776.56 | 806,265.41 | ( 631,841.11) | 218,575.70 | 44.38 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

404-Development Fees

% OF YEAR COMPLETED: 100.00

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Fines and Fees | | | | | | |
| 404-4000-01-4310 Street Impact Fees | 464,200 | 71,079.00 | 886,265.26 | 0.00 | ( 422,065.26) | 190.92 |
| TOTAL Fines and Fees | 464,200 | 71,079.00 | 886,265.26 | 0.00 | ( 422,065.26) | 190.92 |
| Charges for Services | | | | | | |
| Permits | | | | | | |
| 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 | 10,671.00 | 254,120.34 | 0.00 | 145,879.66 | 63.53 |
| 404-4000-07-4710 Park Development Fees | 691,800 | 223,500.00 | 1,677,000.00 | 0.00 | ( 985,200.00) | 242.41 |
| TOTAL Permits | 1,176,800 | 234,171.00 | 1,931,120.34 | 0.00 | ( 754,320.34) | 164.10 |
| Miscellaneous | | | | | | |
| 404-4000-09-4500 Interest Income | 100,000 | 23,396.89 | 330,738.17 | 0.00 | ( 230,738.17) | 330.74 |
| TOTAL Miscellaneous | 100,000 | 23,396.89 | 330,738.17 | 0.00 | ( 230,738.17) | 330.74 |
| Contingency/FB | | | | | | |
| 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 | 328,646.89 | 3,148,123.77 | 0.00 | ( 407,123.77) | 114.85 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

404-Development Fees

% OF YEAR COMPLETED: 100.00

| EXPENSES | | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|---|
| MCSF | | | | | | | |
| ==== | | | | | | | |
| Personnel | | | | | | | |
| Contract Services | | | | | | | |
| 404-5404-06-5912 Capital Expenditure - | P | 328,000 | 17,999.38 | 1,362,255.09 | 44,351.93 | ( 1,078,607.02) | 428.84 |
| 404-5404-06-5913 Capital Expenditure - | F | 1,610,000 | 144,870.95 | 979,603.27 | 587,489.18 | 42,907.55 | 97.33 |
| 404-5404-06-5914 Capital Expenditure - | S | 410,000 | 0.00 | 0.00 | 0.00 | 410,000.00 | 0.00 |
| TOTAL Contract Services | | 2,348,000 | 162,870.33 | 2,341,858.36 | 631,841.11 | ( 625,699.47) | 126.65 |
| Public Safety | | | | | | | |
| Contingency/FB | | | | | | | |
| TOTAL MCSF | | 2,348,000 | 162,870.33 | 2,341,858.36 | 631,841.11 | ( 625,699.47) | 126.65 |
| TOTAL EXPENSES | | 2,348,000 | 162,870.33 | 2,341,858.36 | 631,841.11 | ( 625,699.47) | 126.65 |
| REVENUE OVER/(UNDER) EXPENSES | | 393,000 | 165,776.56 | 806,265.41 | ( 631,841.11) | 218,575.70 | 44.38 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

405-Grant Fund
FINANCIAL SUMMARY % OF YEAR COMPLETED: 100.00

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| GENERAL REVENUE | | | | | | |
| Miscellaneous | 20,000 | 714.86 | 16,782.66 | 0.00 | 3,217.34 | 83.91 |
| USDOJ PD Vests | 104,000 | 0.00 | 106,782.06 | 0.00 | ( 2,782.06) | 102.68 |
| Grant Revenue | 102,000 | 0.00 | 0.00 | 0.00 | 102,000.00 | 0.00 |
| TOTAL GENERAL REVENUE | 226,000 | 714.86 | 123,564.72 | 0.00 | 102,435.28 | 54.67 |
| TOTAL REVENUE | 226,000 | 714.86 | 123,564.72 | 0.00 | 102,435.28 | 54.67 |
| EXPENSE SUMMARY | | | | | | |
| Grants | | | | | | |
| CDBG Water lines | 206,000 | 38,584.80 | 458,590.91 | 55,431.67 | ( 308,022.58) | 249.53 |
| TOTAL Grants | 206,000 | 38,584.80 | 458,590.91 | 55,431.67 | ( 308,022.58) | 249.53 |
| TOTAL EXPENSES | 206,000 | 38,584.80 | 458,590.91 | 55,431.67 | ( 308,022.58) | 249.53 |
| REVENUE OVER/(UNDER) EXPENSES | 20,000 | ( 37,869.94) | ( 335,026.19) | ( 55,431.67) | 410,457.86 | 1,952.29- |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

405-Grant Fund

% OF YEAR COMPLETED: 100.00

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Charges for Services | | | | | | |
| Miscellaneous | | | | | | |
| 405-4000-09-4500 Interest Income | 20,000 | 714.86 | 16,782.66 | 0.00 | 3,217.34 | 83.91 |
| TOTAL Miscellaneous | 20,000 | 714.86 | 16,782.66 | 0.00 | 3,217.34 | 83.91 |
| Tocker Foundation-Libry | | | | | | |
| USDOJ PD Vests | | | | | | |
| 405-4000-82-4125 TxDOT Main St Improveme | 104,000 | 0.00 | 102,271.00 | 0.00 | 1,729.00 | 98.34 |
| 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 | 106,782.06 | 0.00 | ( 2,782.06) | 102.68 |
| CJD Video,Computers | | | | | | |
| CDBG Water Lines | | | | | | |
| Grant Revenue | | | | | | |
| 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 |
| Contingency/FB | | | | | | |
| TOTAL REVENUE | 226,000 | 714.86 | 123,564.72 | 0.00 | 102,435.28 | 54.67 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

405-Grant Fund

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Grants | | | | | | |
| Contract Services | | | | | | |
| Miscellaneous | | | | | | |
| Tocker Foundation Libry | | | | | | |
| USDOJ PD Vests | | | | | | |
| CJD Video,Computers | | | | | | |
| CDBG Water lines | | | | | | |
| 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 | 2,721.80 | 30,521.93 | 0.00 | ( 30,521.93) | 0.00 |
| 405-5405-84-5123 ARPA Pump Station Gener | 102,000 | 35,863.00 | 428,068.98 | 55,431.67 | ( 381,500.65) | 474.02 |
| TOTAL CDBG Water lines | 206,000 | 38,584.80 | 458,590.91 | 55,431.67 | ( 308,022.58) | 249.53 |
| Contingency/FB | | | | | | |
| TOTAL Grants | 206,000 | 38,584.80 | 458,590.91 | 55,431.67 | ( 308,022.58) | 249.53 |
| TOTAL EXPENSES | 206,000 | 38,584.80 | 458,590.91 | 55,431.67 | ( 308,022.58) | 249.53 |
| REVENUE OVER/(UNDER) EXPENSES | 20,000 | ( 37,869.94) | ( 335,026.19) | ( 55,431.67) | 410,457.86 | 1,952.29- |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

501-Capital Projects Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| GENERAL REVENUE | | | | | | |
| Penalties & Interest | 227,255 | 173,885.67 | 677,888.12 | 0.00 | ( 450,633.12) | 298.29 |
| Charges for Services | 0 | 578,942.05 | 4,358,635.35 | 0.00 | ( 4,358,635.35) | 0.00 |
| Miscellaneous | 57,350,000 | 0.00 | 0.00 | 0.00 | 57,350,000.00 | 0.00 |
| Contingency/FB | 22,637,116 | 0.00 | 0.00 | 0.00 | 22,637,116.00 | 0.00 |
| TOTAL GENERAL REVENUE | 80,214,371 | 752,827.72 | 5,036,523.47 | 0.00 | 75,177,847.53 | 6.28 |
| TOTAL REVENUE | 80,214,371 | 752,827.72 | 5,036,523.47 | 0.00 | 75,177,847.53 | 6.28 |
| EXPENSE SUMMARY | | | | | | |
| Capital Projects | | | | | | |
| Contract Services | 200,000 | 0.00 | 0.00 | 4,463.00 | 195,537.00 | 2.23 |
| Miscellaneous | 81,026,438 | 4,649,594.99 | 37,796,909.06 | 1,372,323.70 | 41,857,205.24 | 48.34 |
| Debt Service | 1,006,780 | 0.00 | 609,037.71 | 0.00 | 397,742.29 | 60.49 |
| TOTAL Capital Projects | 82,233,218 | 4,649,594.99 | 38,405,946.77 | 1,376,786.70 | 42,450,484.53 | 48.38 |
| TOTAL EXPENSES | 82,233,218 | 4,649,594.99 | 38,405,946.77 | 1,376,786.70 | 42,450,484.53 | 48.38 |
| REVENUE OVER/(UNDER) EXPENSES | ( 2,018,847) | ( 3,896,767.27) | ( 33,369,423.30) | ( 1,376,786.70) | 32,727,363.00 | 1,721.09 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

501-Capital Projects Fund

% OF YEAR COMPLETED: 100.00

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Penalties & Interest | | | | | | |
| 501-4000-05-4500 Interest Income | 227,255 | 2,425.86 | 396,889.79 | 0.00 | ( 169,634.79) | 174.65 |
| 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 | 0 | 0.00 | 4,805.65 | 0.00 | ( 4,805.65) | 0.00 |
| 501-4000-05-4503 Interest Income - CO 20 | 0 | 171,459.81 | 237,069.28 | 0.00 | ( 237,069.28) | 0.00 |
| TOTAL Penalties & Interest | 227,255 | 173,885.67 | 677,888.12 | 0.00 | ( 450,633.12) | 298.29 |
| Charges for Services | | | | | | |
| 501-4000-06-4500 Developer Contrib ABP L | 0 | 287,673.31 | 3,165,244.96 | 0.00 | ( 3,165,244.96) | 0.00 |
| 501-4000-06-4510 Developer Cont Lennar H | 0 | 291,268.74 | 1,193,390.39 | 0.00 | ( 1,193,390.39) | 0.00 |
| TOTAL Charges for Services | 0 | 578,942.05 | 4,358,635.35 | 0.00 | ( 4,358,635.35) | 0.00 |
| Miscellaneous | | | | | | |
| 501-4000-09-4900 Bond proceeds | 57,350,000 | 0.00 | 0.00 | 0.00 | 57,350,000.00 | 0.00 |
| TOTAL Miscellaneous | 57,350,000 | 0.00 | 0.00 | 0.00 | 57,350,000.00 | 0.00 |
| Contingency/FB | | | | | | |
| 501-4000-99-4091 Transfers In | 22,637,116 | 0.00 | 0.00 | 0.00 | 22,637,116.00 | 0.00 |
| TOTAL Contingency/FB | 22,637,116 | 0.00 | 0.00 | 0.00 | 22,637,116.00 | 0.00 |
| TOTAL REVENUE | 80,214,371 | 752,827.72 | 5,036,523.47 | 0.00 | 75,177,847.53 | 6.28 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

501-Capital Projects Fund

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Capital Projects | | | | | | |
| Capital | | | | | | |
| Contract Services | | | | | | |
| 501-5501-06-5765 IT Projects | 50,000 | 0.00 | 0.00 | 4,463.00 | 45,537.00 | 8.93 |
| 501-5501-06-5766 Engineering | 150,000 | 0.00 | 0.00 | 0.00 | 150,000.00 | 0.00 |
| TOTAL Contract Services | 200,000 | 0.00 | 0.00 | 4,463.00 | 195,537.00 | 2.23 |
| Miscellaneous | | | | | | |
| 501-5501-09-5650 Capital Public Safety 2 | 3,000,000 | 357,493.81 | 4,433,526.43 | 51,278.14 | ( 1,484,804.57) | 149.49 |
| 501-5501-09-5651 Capital Vehicle Replace | 1,947,436 | 90,658.10 | 1,130,669.92 | 1,087,944.35 | ( 271,178.27) | 113.92 |
| 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 | 1,325,000 | 0.00 | 29,410.08 | 0.00 | 1,295,589.92 | 2.22 |
| 501-5501-09-5657 Capital Modular Buildin | 175,000 | 52,535.40 | 52,535.40 | 122,582.60 | ( 118.00) | 100.07 |
| 501-5501-09-5658 CO 2024 FS#2 | 5,708,336 | 665,659.58 | 4,622,729.35 | 0.00 | 1,085,606.65 | 80.98 |
| 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 | 167,081.49 | 439,766.98 | 0.00 | 5,560,233.02 | 7.33 |
| 501-5501-09-5661 Blackjack House | 0 | ( 11,299.34) | 733,160.03 | 16,074.75 | ( 749,234.78) | 0.00 |
| 501-5501-09-5689 Street Projects | 0 | 13,743.13 | 361,313.67 | 8,532.28 | ( 369,845.95) | 0.00 |
| 501-5501-09-5690 Admin Projects | 282,000 | 0.00 | 281,888.04 | 0.00 | 111.96 | 99.96 |
| 501-5501-09-5901 Water System Expansion | 1,816,707 | 0.00 | 0.00 | 0.00 | 1,816,707.00 | 0.00 |
| 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 | 0.00 | 0.00 | 56,929,548.00 | 0.00 |
| 501-5501-09-5951 Capex Sewer | 210,000 | 0.00 | 138,821.19 | 81,642.00 | ( 10,463.19) | 104.98 |
| 501-5501-09-5952 2024 Ph 2 Offsites | 0 | 350,734.40 | 1,765,660.14 | 0.00 | ( 1,765,660.14) | 0.00 |
| 501-5501-09-5953 WWTP Expansion | 0 | 1,562,083.82 | 15,996,989.67 | 0.00 | ( 15,996,989.67) | 0.00 |
| 501-5501-09-5954 UTRWD Delivery Point | 0 | 0.00 | 107,352.88 | 0.00 | ( 107,352.88) | 0.00 |
| 501-5501-09-5955 FM 428 Lift Station | 0 | 0.00 | 92,524.64 | 0.00 | ( 92,524.64) | 0.00 |
| 501-5501-09-5956 Rock Hill Water Well | 0 | 1,274,550.95 | 2,298,450.84 | 0.00 | ( 2,298,450.84) | 0.00 |
| 501-5501-09-5957 201 Sycamore | 0 | 0.00 | 365,092.29 | 0.00 | ( 365,092.29) | 0.00 |
| 501-5501-09-5959 Keeneland Lot Water/Sew | 0 | 0.00 | 80,090.92 | 0.00 | ( 80,090.92) | 0.00 |
| 501-5501-09-5960 Trevedi Well | 0 | 10,756.00 | 109,535.66 | 0.00 | ( 109,535.66) | 0.00 |
| 501-5501-09-5961 Faulkner Ground Storage | 0 | 10,396.00 | 111,298.40 | 0.00 | ( 111,298.40) | 0.00 |
| 501-5501-09-5962 500 Rock Hill Land | 0 | 0.00 | 143,970.41 | 0.00 | ( 143,970.41) | 0.00 |
| 501-5501-09-5963 Frontier St Reconstruct | 0 | 0.00 | 36,365.28 | 0.00 | ( 36,365.28) | 0.00 |
| 501-5501-09-5964 McNatt St Extension | 0 | 8,998.90 | 57,517.78 | 0.00 | ( 57,517.78) | 0.00 |
| 501-5501-09-5965 Pecan Ck LS Expand Ph3 | 0 | 8,000.00 | 61,558.10 | 0.00 | ( 61,558.10) | 0.00 |
| 501-5501-09-5966 Storm Water Master Plan | 0 | 14,700.00 | 40,350.00 | 0.00 | ( 40,350.00) | 0.00 |
| 501-5501-09-5967 Dane St. Project | 0 | 6,446.87 | 252,305.98 | 0.00 | ( 252,305.98) | 0.00 |
| 501-5501-09-5969 Veterans Park Ph 2 | 0 | 14,852.40 | 20,240.90 | 0.00 | ( 20,240.90) | 0.00 |
| 501-5501-09-5970 Winn Ridge Park | 0 | 32,725.98 | 34,965.98 | 0.00 | ( 34,965.98) | 0.00 |
| 501-5501-09-5973 200 E Elm Street | 0 | 0.00 | 400,274.09 | 0.00 | ( 400,274.09) | 0.00 |
| 501-5501-09-5979 Municipal Buildings | 0 | 19,477.50 | 19,477.50 | 0.00 | ( 19,477.50) | 0.00 |
| TOTAL Miscellaneous | 81,026,438 | 4,649,594.99 | 37,796,909.06 | 1,372,323.70 | 41,857,205.24 | 48.34 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

501-Capital Projects Fund

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Debt Service | | | | | | |
| 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 |
| Contingency/FB | | | | | | |
| TOTAL Capital Projects | 82,233,218 | 4,649,594.99 | 38,405,946.77 | 1,376,786.70 | 42,450,484.53 | 48.38 |
| TOTAL EXPENSES | 82,233,218 | 4,649,594.99 | 38,405,946.77 | 1,376,786.70 | 42,450,484.53 | 48.38 |
| REVENUE OVER/(UNDER) EXPENSES | ( 2,018,847) | ( 3,896,767.27) | ( 33,369,423.30) | ( 1,376,786.70) | 32,727,363.00 | 1,721.09 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

701-MDD
FINANCIAL SUMMARY % OF YEAR COMPLETED: 100.00

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| GENERAL REVENUE | | | | | | |
| Taxes | 975,000 | 102,023.65 | 1,703,599.73 | 0.00 | ( 728,599.73) | 174.73 |
| Miscellaneous | 127,020 | 14,798.48 | 164,967.91 | 0.00 | ( 37,947.91) | 129.88 |
| TOTAL GENERAL REVENUE | 1,102,020 | 116,822.13 | 1,868,567.64 | 0.00 | ( 766,547.64) | 169.56 |
| TOTAL REVENUE | 1,102,020 | 116,822.13 | 1,868,567.64 | 0.00 | ( 766,547.64) | 169.56 |
| EXPENSE SUMMARY | | | | | | |
| MDD | | | | | | |
| Personnel | 161,609 | 12,696.94 | 162,200.79 | 0.00 | ( 591.79) | 100.37 |
| Materials & Supplies | 7,000 | 0.00 | 2,313.49 | 0.00 | 4,686.51 | 33.05 |
| Repairs & Maintenance | 41,000 | 3,821.00 | 41,303.01 | 0.00 | ( 303.01) | 100.74 |
| Utilities | 2,445 | 136.51 | 1,579.12 | 0.00 | 865.88 | 64.59 |
| Contract Services | 88,174 | 6,970.70 | 59,230.85 | 0.00 | 28,943.15 | 67.17 |
| Fees & Other Services | 86,105 | 3,938.55 | 69,943.32 | 0.00 | 16,161.68 | 81.23 |
| Miscellaneous | 501,500 | 0.00 | 354,485.61 | 0.00 | 147,014.39 | 70.69 |
| Debt Service | 0 | 15,060.46 | 15,060.46 | 0.00 | ( 15,060.46) | 0.00 |
| Contingency/FB | 342,400 | 1,450.00 | 83,741.39 | 0.00 | 258,658.61 | 24.46 |
| TOTAL MDD | 1,230,233 | 44,074.16 | 789,858.04 | 0.00 | 440,374.96 | 64.20 |
| TOTAL EXPENSES | 1,230,233 | 44,074.16 | 789,858.04 | 0.00 | 440,374.96 | 64.20 |
| REVENUE OVER/(UNDER) EXPENSES | ( 128,213) | 72,747.97 | 1,078,709.60 | 0.00 | ( 1,206,922.60) | 841.34- |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

701-MDD

% OF YEAR COMPLETED: 100.00

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Taxes | | | | | | |
| 701-4000-02-4130 Sales Taxes | 975,000 | 102,023.65 | 1,703,599.73 | 0.00 | ( 728,599.73) | 174.73 |
| TOTAL Taxes | 975,000 | 102,023.65 | 1,703,599.73 | 0.00 | ( 728,599.73) | 174.73 |
| Grants | | | | | | |
| Miscellaneous | | | | | | |
| 701-4000-09-4500 Interest Income | 109,000 | 13,298.48 | 146,886.79 | 0.00 | ( 37,886.79) | 134.76 |
| 701-4000-09-4550 Proceeds for Property P | 0 | 0.00 | 61.12 | 0.00 | ( 61.12) | 0.00 |
| 701-4000-09-4730 Property Rental Income | 18,020 | 1,500.00 | 18,020.00 | 0.00 | 0.00 | 100.00 |
| TOTAL Miscellaneous | 127,020 | 14,798.48 | 164,967.91 | 0.00 | ( 37,947.91) | 129.88 |
| Contingency/FB | | | | | | |
| TOTAL REVENUE | 1,102,020 | 116,822.13 | 1,868,567.64 | 0.00 | ( 766,547.64) | 169.56 |

701-MDD

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| MDD | | | | | | |
| Personnel | | | | | | |
| 701-5176-01-5101 Salaries | 116,900 | 8,992.70 | 115,997.21 | 0.00 | 902.79 | 99.23 |
| 701-5176-01-5106 Longevity | 50 | 0.00 | 50.00 | 0.00 | 0.00 | 100.00 |
| 701-5176-01-5107 TMRS Contribution | 12,455 | 957.72 | 11,117.65 | 0.00 | 1,337.35 | 89.26 |
| 701-5176-01-5108 Payroll Tax Expense (me | 1,696 | 123.64 | 1,616.43 | 0.00 | 79.57 | 95.31 |
| 701-5176-01-5109 Group Health Insurance | 11,878 | 1,072.90 | 16,247.70 | 0.00 | ( 4,369.70) | 136.79 |
| 701-5176-01-5110 Workmens Comp TML | 230 | 0.00 | 250.20 | 0.00 | ( 20.20) | 108.78 |
| 701-5176-01-5621 Travel/training | 18,400 | 1,549.98 | 16,921.60 | 0.00 | 1,478.40 | 91.97 |
| TOTAL Personnel | 161,609 | 12,696.94 | 162,200.79 | 0.00 | ( 591.79) | 100.37 |
| Capital | | | | | | |
| Materials & Supplies | | | | | | |
| 701-5176-03-5050 Office Supplies | 2,000 | 0.00 | 442.11 | 0.00 | 1,557.89 | 22.11 |
| 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 | 2,313.49 | 0.00 | 4,686.51 | 33.05 |
| Repairs & Maintenance | | | | | | |
| 701-5176-04-5120 Building Maintenance | 41,000 | 3,821.00 | 41,303.01 | 0.00 | ( 303.01) | 100.74 |
| TOTAL Repairs & Maintenance | 41,000 | 3,821.00 | 41,303.01 | 0.00 | ( 303.01) | 100.74 |
| Utilities | | | | | | |
| 701-5176-05-5616 Utilities - Electricity | 1,850 | 93.64 | 1,039.47 | 0.00 | 810.53 | 56.19 |
| 701-5176-05-5618 Telephone | 595 | 42.87 | 539.65 | 0.00 | 55.35 | 90.70 |
| TOTAL Utilities | 2,445 | 136.51 | 1,579.12 | 0.00 | 865.88 | 64.59 |
| Contract Services | | | | | | |
| 701-5176-06-5620 Legal & Professional | 63,000 | 6,970.70 | 39,683.35 | 0.00 | 23,316.65 | 62.99 |
| 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 | 5,873.75 | 0.00 | 2,626.25 | 69.10 |
| 701-5176-06-7863 Strategic Plan | 13,674 | 0.00 | 13,673.75 | 0.00 | 0.25 | 100.00 |
| TOTAL Contract Services | 88,174 | 6,970.70 | 59,230.85 | 0.00 | 28,943.15 | 67.17 |
| Fees & Other Services | | | | | | |
| 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 | 1,082.92 | 0.00 | ( 152.92) | 116.44 |
| 701-5176-07-5260 Dues & Memberships | 14,500 | 0.00 | 13,695.50 | 0.00 | 804.50 | 94.45 |
| 701-5176-07-5280 Copier Maintenance Cont | 1,400 | 84.59 | 900.54 | 0.00 | 499.46 | 64.32 |
| 701-5176-07-5665 Technology/Promotional | 38,800 | 703.96 | 39,967.85 | 0.00 | ( 1,167.85) | 103.01 |
| 701-5176-07-5667 Marketing and Advertisi | 27,475 | 3,150.00 | 14,296.51 | 0.00 | 13,178.49 | 52.03 |
| TOTAL Fees & Other Services | 86,105 | 3,938.55 | 69,943.32 | 0.00 | 16,161.68 | 81.23 |
| Miscellaneous | | | | | | |
| 701-5176-09-5131 Meetings | 1,500 | 0.00 | 634.15 | 0.00 | 865.85 | 42.28 |
| 701-5176-09-5630 Property Purchase | 500,000 | 0.00 | 353,851.46 | 0.00 | 146,148.54 | 70.77 |
| TOTAL Miscellaneous | 501,500 | 0.00 | 354,485.61 | 0.00 | 147,014.39 | 70.69 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

701-MDD

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Debt Service | | | | | | |
| 701-5176-98-5801 Principal Bank Note 202 | 0 | 7,392.27 | 7,392.27 | 0.00 | ( 7,392.27) | 0.00 |
| 701-5176-98-5802 Interest Bank Note 2025 | 0 | 7,668.19 | 7,668.19 | 0.00 | ( 7,668.19) | 0.00 |
| TOTAL Debt Service | 0 | 15,060.46 | 15,060.46 | 0.00 | ( 15,060.46) | 0.00 |
| Contingency/FB | | | | | | |
| 701-5176-99-4091 Administrative fee | 17,400 | 1,450.00 | 17,400.00 | 0.00 | 0.00 | 100.00 |
| 701-5176-99-5700 Grant Match | 150,000 | 0.00 | 41,341.39 | 0.00 | 108,658.61 | 27.56 |
| 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 | 1,450.00 | 83,741.39 | 0.00 | 258,658.61 | 24.46 |
| TOTAL MDD | 1,230,233 | 44,074.16 | 789,858.04 | 0.00 | 440,374.96 | 64.20 |
| TOTAL EXPENSES | 1,230,233 | 44,074.16 | 789,858.04 | 0.00 | 440,374.96 | 64.20 |
| REVENUE OVER/(UNDER) EXPENSES | ( 128,213) | 72,747.97 | 1,078,709.60 | 0.00 | ( 1,206,922.60) | 841.34- |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

801-Employee Benefit Trust
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| REVENUE SUMMARY | | | | | | |
| GENERAL REVENUE | | | | | | |
| Miscellaneous | 1,577,500 | 159,610.91 | 1,838,223.36 | 0.00 | ( 260,723.36) | 116.53 |
| TOTAL GENERAL REVENUE | 1,577,500 | 159,610.91 | 1,838,223.36 | 0.00 | ( 260,723.36) | 116.53 |
| TOTAL REVENUE | 1,577,500 | 159,610.91 | 1,838,223.36 | 0.00 | ( 260,723.36) | 116.53 |
| EXPENSE SUMMARY | | | | | | |
| Insurance Premiums | | | | | | |
| Personnel | 1,396,500 | 130,775.00 | 1,403,030.36 | 0.00 | ( 6,530.36) | 100.47 |
| TOTAL Insurance Premiums | 1,396,500 | 130,775.00 | 1,403,030.36 | 0.00 | ( 6,530.36) | 100.47 |
| TOTAL EXPENSES | 1,396,500 | 130,775.00 | 1,403,030.36 | 0.00 | ( 6,530.36) | 100.47 |
| REVENUE OVER/(UNDER) EXPENSES | 181,000 | 28,835.91 | 435,193.00 | 0.00 | ( 254,193.00) | 240.44 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

801-Employee Benefit Trust

% OF YEAR COMPLETED: 100.00

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Miscellaneous | | | | | | |
| 801-4000-09-4430 Employer Insurance Prem | 1,260,000 | 133,936.05 | 1,533,578.66 | 0.00 | ( 273,578.66) | 121.71 |
| 801-4000-09-4440 Employee Insurance Prem | 302,500 | 22,839.63 | 276,362.66 | 0.00 | 26,137.34 | 91.36 |
| 801-4000-09-4480 Flex Spending Account | 10,000 | 796.66 | 13,331.55 | 0.00 | ( 3,331.55) | 133.32 |
| 801-4000-09-4500 Interest Income | 5,000 | 2,038.57 | 14,950.49 | 0.00 | ( 9,950.49) | 299.01 |
| TOTAL Miscellaneous | 1,577,500 | 159,610.91 | 1,838,223.36 | 0.00 | ( 260,723.36) | 116.53 |
| TOTAL REVENUE | 1,577,500 | 159,610.91 | 1,838,223.36 | 0.00 | ( 260,723.36) | 116.53 |

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

801-Employee Benefit Trust

% OF YEAR COMPLETED: 100.00

| EXPENSES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| Insurance Premiums | | | | | | |
| Personnel | | | | | | |
| 801-5000-01-4090 Administrative Fee | 1,500 | 162.00 | 1,424.07 | 0.00 | 75.93 | 94.94 |
| 801-5000-01-5111 Health Insurance | 1,160,000 | 109,669.71 | 1,152,008.78 | 0.00 | 7,991.22 | 99.31 |
| 801-5000-01-5112 Dental Insurance | 90,000 | 7,433.02 | 83,496.20 | 0.00 | 6,503.80 | 92.77 |
| 801-5000-01-5113 Vision Insurance | 15,000 | 1,005.29 | 13,367.38 | 0.00 | 1,632.62 | 89.12 |
| 801-5000-01-5115 Life Insurance | 75,000 | 8,716.67 | 98,311.99 | 0.00 | ( 23,311.99) | 131.08 |
| 801-5000-01-5117 Voluntary Policies | 20,000 | 1,055.76 | 13,665.04 | 0.00 | 6,334.96 | 68.33 |
| 801-5000-01-5118 Flex Spending | 15,000 | 760.95 | 12,073.20 | 0.00 | 2,926.80 | 80.49 |
| 801-5000-01-5119 New Benefits | 12,000 | 1,971.60 | 22,943.70 | 0.00 | ( 10,943.70) | 191.20 |
| 801-5000-01-5120 Careflight/PHI | 8,000 | 0.00 | 5,740.00 | 0.00 | 2,260.00 | 71.75 |
| TOTAL Personnel | 1,396,500 | 130,775.00 | 1,403,030.36 | 0.00 | ( 6,530.36) | 100.47 |
| TOTAL Insurance Premiums | 1,396,500 | 130,775.00 | 1,403,030.36 | 0.00 | ( 6,530.36) | 100.47 |
| TOTAL EXPENSES | 1,396,500 | 130,775.00 | 1,403,030.36 | 0.00 | ( 6,530.36) | 100.47 |
| REVENUE OVER/(UNDER) EXPENSES | 181,000 | 28,835.91 | 435,193.00 | 0.00 | ( 254,193.00) | 240.44 |

# Balance Sheet by Fund

(Unaudited)

# September 2025

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

101-General Fund

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| ASSETS | | | | |
| 101-11-000-00 | General Fund Cash | 948,824.06 | | |
| 101-11-000-10 | Cash on hand - Court drawer | 200.00 | | |
| 101-11-000-84 | Claim on Cash General | 6,436,381.64 | | |
| 101-11-000-90 | Investment Account | 5,625,239.91 | | |
| 101-11-013-10 | Accounts Receivable | 121,243.80 | | |
| 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 | 564,174.24 | | |
| 101-11-015-50 | Allowance for Court Fees | ( 268,019.12) | | |
| 101-11-021-00 | Prepaids | 1,455,048.00 | | |
| 101-11-050-00 | Inventory | 32,450.64 | | |
| 101-13-000-80 | Due from other funds EBT | 50,000.00 | | |
| 101-19-000-00 | Net Pension Asset | 169,424.00 | | |
| | | | 15,927,593.34 | |
| | TOTAL ASSETS | | | 15,927,593.34 |
| LIABILITIES | | | | |
| 101-21-010-00 | Accounts Payable Pooled | 149,392.13 | | |
| 101-21-010-01 | Accounts Payable-General Fund | 12,170.20 | | |
| 101-21-010-14 | Deferred Revenue Taxes | 21,052.58 | | |
| 101-21-010-15 | Deferred Revenue Court | 296,155.42 | | |
| 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 | 495.30 | | |
| 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 | ( 487.56) | | |
| 101-23-901-00 | Due to Payroll Fund | ( 0.02) | | |
| | TOTAL LIABILITIES | | 823,950.91 | |
| EQUITY | | | | |
| 101-31-033-00 | Fund Balance General Fund | 12,212,111.55 | | |
| 101-31-033-80 | Net Pension Obligation | 165,312.00 | | |
| | TOTAL BEGINNING EQUITY | 12,377,423.55 | | |

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

101-General Fund

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| | TOTAL REVENUE | 21,439,042.92 | | |
| | TOTAL EXPENSES | 18,712,824.04 | | |
| | TOTAL REVENUE OVER/(UNDER) EXPENSES | 2,726,218.88 | | |
| | TOTAL EQUITY & REV. OVER/(UNDER) EXP. | | 15,103,642.43 | |
| | TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP. | | | 15,927,593.34 |

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

201-Water Fund

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | |
|---|---|---|---|
| ASSETS | | | |
| 201-11-000-00 | Water Fund Cash | 803,560.64 | |
| 201-11-000-10 | Cash Drawer | 200.00 | |
| 201-11-000-84 | Claim on Cash Water | 8,215,452.17 | |
| 201-11-000-90 | Investment Account | 259,873.60 | |
| 201-11-000-91 | Water Impact Fees | 662,651.04 | |
| 201-11-000-95 | Cash - CO 2023 Ph1 Offsites | 3,856,986.92 | |
| 201-11-000-96 | Cash CO 2025 - Utility | 19,666,984.90 | |
| 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 | 16,012,092.34 | |
| 201-12-016-50 | Machinery and Equipment | 726,638.98 | |
| 201-12-016-60 | Vehicles | 231,031.42 | |
| 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 | 1,038,840.40 | |
| 201-12-017-00 | Accumulated Depreciation | ( 6,710,241.34) | |
| 201-13-000-00 | Due from other funds | 368,290.00 | |
| 201-19-000-00 | Net Pension Asset | 10,700.00 | |
| | | | 46,236,618.56 |
| | TOTAL ASSETS | | 46,236,618.56 |
| LIABILITIES | | | |
| 201-21-010-00 | Accounts Payable Pooled | 80,742.36 | |
| 201-21-010-05 | Unapplied Credits | 5,652.35 | |
| 201-21-010-17 | Deferred Pension Inflows | 10,300.00 | |
| 201-21-010-18 | Net Pension Liability | 6,500.00 | |
| 201-21-010-19 | Deferred Pension Outflows | ( 35,200.00) | |
| 201-21-020-17 | Deferred OPEB Inflows | 4,100.00 | |
| 201-21-020-19 | Deferred OPEB Outflows | ( 1,900.00) | |
| 201-21-021-10 | Accrued Vacation Payable- wate | 9,717.46 | |
| 201-21-021-20 | Accrued Interest Payable | 55,381.75 | |
| 201-21-021-60 | Unearned Revenue HPR256 | 52,380.00 | |
| 201-21-023-00 | Water TMRS Due to state | ( 881.00) | |
| 201-21-023-41 | Credit Card Fees Payable | 40,611.23 | |
| 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 | |
| 201-21-029-76 | Bonds Payable - Series 2025 | 20,000,000.00 | |
| 201-21-029-80 | Customer Deposits | 229,877.88 | |
| 201-21-029-81 | Customer Refunds Payable | 5,231.26 | |
| 201-23-901-00 | Due to Payroll Fund | ( 3,102.78) | |
| | TOTAL LIABILITIES | | 32,748,442.51 |

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

201-Water Fund

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| EQUITY | | | | |
| 201-31-033-02 | Fund balance - Water/Sewer | 11,413,633.37 | | |
| 201-31-033-10 | Developer Contributions | 0.47 | | |
| 201-31-033-80 | Net Pension Benefit Obligation | 9,219.00 | | |
| | TOTAL BEGINNING EQUITY | 11,422,852.84 | | |
| | TOTAL REVENUE | 4,221,042.52 | | |
| | TOTAL EXPENSES | 2,155,719.31 | | |
| | TOTAL REVENUE OVER/(UNDER) EXPENSES | 2,065,323.21 | | |
| | TOTAL EQUITY & REV. OVER/(UNDER) EXP. | | 13,488,176.05 | |
| | TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP. | | | 46,236,618.56 |

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

202-Sewer Fund

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| ASSETS | | | | |
| 202-11-000-84 | Claim on Cash Sewer | 15,214,215.36 | | |
| 202-11-000-91 | Sewer Impact Fees | 862,963.99 | | |
| 202-11-000-92 | Utility Funding Series 2024A | 36,505,596.29 | | |
| 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 | 11,211,866.80 | | |
| 202-12-016-90 | Construction in Progress | 975,991.68 | | |
| | | | 64,957,995.89 | |
| | TOTAL ASSETS | | | 64,957,995.89 |
| LIABILITIES | | | | |
| 202-21-010-00 | Accounts Payable Pooled | 16,645.20 | | |
| 202-21-021-10 | Accrued Vacation Payable | 15,915.08 | | |
| 202-21-021-60 | Unearned Revenue HPR256 | 95,274.00 | | |
| 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 | ( 13,116.03) | | |
| | TOTAL LIABILITIES | | 52,961,308.55 | |
| EQUITY | | | | |
| 202-31-033-00 | Fund Balance | 7,868,512.55 | | |
| 202-31-033-10 | Developer Contributions | ( 0.09) | | |
| 202-31-033-50 | Restricted for Sewer Impact | 739,050.73 | | |
| | TOTAL BEGINNING EQUITY | 8,607,563.19 | | |
| | TOTAL REVENUE | 6,254,899.84 | | |
| | TOTAL EXPENSES | 2,865,775.69 | | |
| | TOTAL REVENUE OVER/(UNDER) EXPENSES | 3,389,124.15 | | |
| | TOTAL EQUITY & REV. OVER/(UNDER) EXP. | | 11,996,687.34 | |
| | TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP. | | | 64,957,995.89 |

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

205-Solid Waste Fund

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| ASSETS | | | | |
| 205-11-000-84 | Claim on Cash Garbage | ( 384,155.04) | | |
| 205-11-013-00 | Accounts Receivable - UB | 69,179.63 | | |
| 205-11-013-10 | Accounts receivable | 95,428.23 | | |
| 205-11-013-21 | Accounts Receivable - Unbilled | 31,429.77 | | |
| 205-11-013-22 | Allowance for Doubtful Account | ( 10,489.25) | | |
| | | | ( 198,606.66) | |
| | TOTAL ASSETS | | | ( 198,606.66) |
| LIABILITIES | | | | |
| 205-21-010-00 | Accounts Payable Pooled | 194,633.45 | | |
| 205-21-021-90 | Sales Tax Payable | 22,932.98 | | |
| 205-23-000-00 | Due to other funds | 16,219.00 | | |
| | TOTAL LIABILITIES | | 233,785.43 | |
| EQUITY | | | | |
| 205-31-033-00 | Fund Balance | ( 266,232.87) | | |
| | TOTAL BEGINNING EQUITY | ( 266,232.87) | | |
| | TOTAL REVENUE | 2,508,351.68 | | |
| | TOTAL EXPENSES | 2,674,510.90 | | |
| | TOTAL REVENUE OVER/(UNDER) EXPENSES | ( 166,159.22) | | |
| | TOTAL EQUITY & REV. OVER/(UNDER) EXP. | | ( 432,392.09) | |
| | TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP. | | | ( 198,606.66) |

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

301-Debt Service Fund

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| ASSETS | | | | |
| 301-11-000-00 | Debt Service Cash | 184,694.11 | | |
| 301-11-000-84 | Claim on Cash Debt Service | ( 379,577.38) | | |
| 301-11-000-90 | Investment Account | 75,594.23 | | |
| 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 | 114,820.00 | | |
| | | | 6,407.82 | |
| | TOTAL ASSETS | | | 6,407.82 |
| LIABILITIES | | | | |
| 301-21-029-90 | Deferred Taxes-I&S | 10,876.86 | | |
| | TOTAL LIABILITIES | | 10,876.86 | |
| EQUITY | | | | |
| 301-31-033-01 | Fund Balance - Restricted | 418,676.06 | | |
| | TOTAL BEGINNING EQUITY | 418,676.06 | | |
| | TOTAL REVENUE | 1,504,213.52 | | |
| | TOTAL EXPENSES | 1,927,358.62 | | |
| | TOTAL REVENUE OVER/(UNDER) EXPENSES | ( 423,145.10) | | |
| | TOTAL EQUITY & REV. OVER/(UNDER) EXP. | | ( 4,469.04) | |
| | TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP. | | | 6,407.82 |

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

401-Special Revenue Fund

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| ASSETS | | | | |
| 401-11-000-00 | Special Revenue Cash | 46,163.11 | | |
| 401-11-000-84 | Claim on Cash Special Revenue | 34,394.63 | | |
| | | | 80,557.74 | |
| | TOTAL ASSETS | | | 80,557.74 |
| 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 | 540.76 | | |
| | TOTAL BEGINNING EQUITY | 69,651.21 | | |
| | TOTAL REVENUE | 32,730.88 | | |
| | TOTAL EXPENSES | 21,824.35 | | |
| | TOTAL REVENUE OVER/(UNDER) EXPENSES | 10,906.53 | | |
| | TOTAL EQUITY & REV. OVER/(UNDER) EXP. | | 80,557.74 | |
| | TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP. | | | 80,557.74 |

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

402-TIRZ Jackson Ridge

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| ASSETS | | | | |
| 402-11-000-00 | TIRZ Cash | 909,304.50 | | |
| 402-11-000-84 | Claim on Cash TIRZ | ( 81,267.42) | | |
| | | | 828,037.08 | |
| | TOTAL ASSETS | | | 828,037.08 |
| LIABILITIES | | | | |
| EQUITY | | | | |
| 402-31-033-06 | Fund balance - TIRZ Fund | 800,993.31 | | |
| | TOTAL BEGINNING EQUITY | 800,993.31 | | |
| | TOTAL REVENUE | 757,467.90 | | |
| | TOTAL EXPENSES | 730,424.13 | | |
| | TOTAL REVENUE OVER/(UNDER) EXPENSES | 27,043.77 | | |
| | TOTAL EQUITY & REV. OVER/(UNDER) EXP. | | 828,037.08 | |
| | TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP. | | | 828,037.08 |

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

403-Impact Fees

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| ASSETS | | | | |
| 403-11-000-00 | Impact Fees Cash | 2,717,796.54 | | |
| 403-11-000-84 | Claim on Cash Impact Fees | ( 2,298,915.17) | | |
| | | | 418,881.37 | |
| | TOTAL ASSETS | | | 418,881.37 |
| LIABILITIES | | | | |
| EQUITY | | | | |
| 403-31-033-20 | Restricted FB- Street Impact | 375,334.51 | | |
| | TOTAL BEGINNING EQUITY | 375,334.51 | | |
| | TOTAL REVENUE | 80,888.57 | | |
| | TOTAL EXPENSES | 37,341.71 | | |
| | TOTAL REVENUE OVER/(UNDER) EXPENSES | 43,546.86 | | |
| | TOTAL EQUITY & REV. OVER/(UNDER) EXP. | | 418,881.37 | |
| | TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP. | | | 418,881.37 |

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

404-Development Fees

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| ASSETS | | | | |
| 404-11-000-50 | Investment Acct-Park Fees | 1,235,079.74 | | |
| 404-11-000-60 | Investment acct-Fire Station | 3,361,972.79 | | |
| 404-11-000-70 | Investment Acct-Street Fees | 1,997,457.56 | | |
| 404-11-000-84 | Claim on Cash Development Fees | 5,389,999.44 | | |
| 404-11-000-90 | Investment Account | 1,873.14 | | |
| | | | 11,986,382.67 | |
| | TOTAL ASSETS | | | 11,986,382.67 |
| LIABILITIES | | | | |
| 404-21-010-00 | Accounts Payable Pooled | 16,594.20 | | |
| | TOTAL LIABILITIES | | 16,594.20 | |
| EQUITY | | | | |
| 404-31-033-00 | Fund Balance | 11,163,523.06 | | |
| | TOTAL BEGINNING EQUITY | 11,163,523.06 | | |
| | TOTAL REVENUE | 3,148,123.77 | | |
| | TOTAL EXPENSES | 2,341,858.36 | | |
| | TOTAL REVENUE OVER/(UNDER) EXPENSES | 806,265.41 | | |
| | TOTAL EQUITY & REV. OVER/(UNDER) EXP. | | 11,969,788.47 | |
| | TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP. | | | 11,986,382.67 |

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

405-Grant Fund

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| ASSETS | | | | |
| 405-11-000-00 | Grant Fund Cash | 911.18 | | |
| 405-11-000-84 | Claim on Cash Grants | 20,119.75 | | |
| 405-11-013-15 | AR Due From State | 74,767.93 | | |
| | | | 95,798.86 | |
| | TOTAL ASSETS | | | 95,798.86 |
| LIABILITIES | | | | |
| 405-21-010-00 | Account Payable Pooled | 2,721.80 | | |
| 405-21-021-60 | Unearned Revenue - Grants | 354,759.56 | | |
| | TOTAL LIABILITIES | | 357,481.36 | |
| EQUITY | | | | |
| 405-31-033-04 | Fund Balance - Grant Fund | 73,343.69 | | |
| | TOTAL BEGINNING EQUITY | 73,343.69 | | |
| | TOTAL REVENUE | 123,564.72 | | |
| | TOTAL EXPENSES | 458,590.91 | | |
| | TOTAL REVENUE OVER/(UNDER) EXPENSES | ( 335,026.19) | | |
| | TOTAL EQUITY & REV. OVER/(UNDER) EXP. | | ( 261,682.50) | |
| | TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP. | | | 95,798.86 |

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

501-Capital Projects Fund

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| ASSETS | | | | |
| 501-11-000-55 | Vehicle Replacement Fund | 663,639.52 | | |
| 501-11-000-58 | Escrow Cash - AHE | 249,451.75 | | |
| 501-11-000-59 | Cash - CO 2022 Public Safety | 8,461.27 | | |
| 501-11-000-61 | Cash - CO 2024 Station 2 | 10,993.95 | | |
| 501-11-000-62 | ABP LLC Cash Escrow | 6,995,251.65 | | |
| 501-11-000-63 | HPR Lennar Escrow | 2,363,301.92 | | |
| 501-11-000-64 | Cash CO 2025 Govt | 48,234,010.37 | | |
| 501-11-000-84 | Claim on Cash Capital Projects | ( 30,760,665.00) | | |
| 501-11-008-38 | Cash - Water Bond S16 | 895.09 | | |
| | | | 27,765,340.52 | |
| | TOTAL ASSETS | | | 27,765,340.52 |
| LIABILITIES | | | | |
| 501-21-010-00 | Accounts Payable Pooled | 391,610.21 | | |
| 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 | 6,967,107.68 | | |
| 501-21-021-61 | Unearned Revenue - HPR Lennar | 2,361,240.80 | | |
| 501-21-021-65 | Unearned Revenue - AHE | 249,451.75 | | |
| 501-21-028-36 | Bonds Payable Series 2025 Govt | 50,000,000.00 | | |
| | TOTAL LIABILITIES | | 60,190,792.44 | |
| EQUITY | | | | |
| 501-31-033-03 | Restricted FB - Contruction | 943,971.38 | | |
| | TOTAL BEGINNING EQUITY | 943,971.38 | | |
| | TOTAL REVENUE | 5,036,523.47 | | |
| | TOTAL EXPENSES | 38,405,946.77 | | |
| | TOTAL REVENUE OVER/(UNDER) EXPENSES | ( 33,369,423.30) | | |
| | TOTAL EQUITY & REV. OVER/(UNDER) EXP. | | ( 32,425,451.92) | |
| | TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP. | | | 27,765,340.52 |

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

701-MDD

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| ASSETS | | | | |
| 701-11-000-00 | MDD Cash | 2,089,886.69 | | |
| 701-11-000-84 | Claim on Cash MDD | ( 37,239.27) | | |
| 701-11-000-90 | Investment Account | 1,701,590.26 | | |
| 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 | 1,516,887.80 | | |
| 701-12-017-00 | Accumulated Depreciation | ( 56,103.00) | | |
| | | | 6,099,522.85 | |
| | TOTAL ASSETS | | | 6,099,522.85 |
| LIABILITIES | | | | |
| 701-21-010-00 | Accounts Payable Pooled | 7,594.96 | | |
| 701-21-021-10 | Accrued Vacation | 792.00 | | |
| 701-21-029-10 | Bank Note Payable 2025 | 1,300,000.00 | | |
| | TOTAL LIABILITIES | | 1,308,386.96 | |
| EQUITY | | | | |
| 701-31-040-10 | Fund Balance - MDD | 3,712,426.29 | | |
| | TOTAL BEGINNING EQUITY | 3,712,426.29 | | |
| | TOTAL REVENUE | 1,868,567.64 | | |
| | TOTAL EXPENSES | 789,858.04 | | |
| | TOTAL REVENUE OVER/(UNDER) EXPENSES | 1,078,709.60 | | |
| | TOTAL EQUITY & REV. OVER/(UNDER) EXP. | | 4,791,135.89 | |
| | TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP. | | | 6,099,522.85 |

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

801-Employee Benefit Trust

| ACCOUNT # | ACCOUNT DESCRIPTION | BALANCE | | |
|---|---|---|---|---|
| ASSETS | | | | |
| 801-11-000-00 | Employee Benefit Trust Cash | 513,614.78 | | |
| 801-11-000-84 | Claim on Cash EBT | ( 65,211.42) | | |
| | | | 448,403.36 | |
| | TOTAL ASSETS | | | 448,403.36 |
| LIABILITIES | | | | |
| 801-21-010-13 | Accounts Payable | 60.00 | | |
| 801-23-000-00 | Due to other funds | 50,000.00 | | |
| | TOTAL LIABILITIES | | 50,060.00 | |
| EQUITY | | | | |
| 801-31-033-00 | Fund Balance | ( 36,849.64) | | |
| | TOTAL BEGINNING EQUITY | ( 36,849.64) | | |
| | TOTAL REVENUE | 1,838,223.36 | | |
| | TOTAL EXPENSES | 1,403,030.36 | | |
| | TOTAL REVENUE OVER/(UNDER) EXPENSES | 435,193.00 | | |
| | TOTAL EQUITY & REV. OVER/(UNDER) EXP. | | 398,343.36 | |
| | TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP. | | | 448,403.36 |

# City of Aubrey, Texas
## Quarterly Investment Report
July 1, 2025 to September 30,2025
Portfolio Summary Management Report

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

| 06/30/25 | |
|---|---|
| Beginning Book Value: | $81,161,826 |
| Beginning Market Value: | 81,161,826 |
| Beginning Par Value: | 81,161,826 |

| 09/30/25 | |
|---|---|
| Beginning Book Value: | $140,456,791 |
| Beginning Market Value: | 140,456,791 |
| Beginning Par Value: | 140,456,791 |

WAM at Beginning Period Date 46 days

WAM at Ending Period Date 51 days

Increase/(Decrease) in Investment Holdings Market Value $59,294,965

Average Yield to Maturity for quarter 4.379%
Average Yield to Maturity 6-month T-Bill 3.830%

Chris Rich, Mayor

Mike English, Finance Director

CITY OF AUBREY, TEXAS
CURRENT INVESTMENT PORTFOLIO AS OF
SEPTEMBER 30, 2025

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

| CUSIP | TYPE OF SECURITY | PAR | CURRENT RATE | PURCHASE SETTLEMENT DATE | MATURITY DATE | TERM | DAYS HELD 9/30/2025 | DAYS TO MATURITY 9/30/2025 | % TOTAL | WEIGHTED AVG MATURITY | WEIGHTED AVG YIELD |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Cash Positions : Bank Cash Investments | | | | | | | | | | | |
| Point Bank | DDA | $8,067,964 | 4.3900% | 9/30/2025 | 9/30/2025 | 1 | 0 | 0 | 5.74% | 0 | 4.3900% |
| Subtotal Cash Positions | | $8,067,964 | | | | | | | | | |
| Cash Positions : Pooled Investments | | | | | | | | | | | |
| LOGIC | Pool | $132,388,828 | 4.3317% | 9/30/2025 | 9/30/2025 | 1 | 0 | 0 | 94.26% | 51 | 4.3786% |
| Subtotal Cash Positions | | $132,388,828 | | | | | | | | | |
| Cash Positions : Treasuries, Agencies, CD Investments | | | | | | | | | | | |
| | | $0 | | | | | | | | | |
| Subtotal Cash Positions | | $0 | | | | | | | | | |
| Grand Total | | $140,456,791 | | | | | | | 100.00% | 51 | 4.3793% |

CITY OF AUBREY, TEXAS
QUARTERLY POSITION CHANGE REPORT
July 1, 2025 to September 30,2025

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

| CUSIP | TYPE OF SECURITY | PAR | CURRENT RATE | PURCHASE SETTLEMENT DATE | MATURITY DATE | BOOK VALUE BEGINNING 6/30/2025 | BOOK VALUE ENDING 9/30/2025 | BOOK VALUE CHANGE | MARKET VALUE BEGINNING 6/30/2025 | MARKET VALUE ENDING 9/30/2025 | MARKET VALUE CHANGE |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Cash Positions : Bank Cash Investments | | | | | | | | | | | |
| Bank Deposits | DDA | $8,067,964 | 4.3900% | 9/30/2025 | 9/30/2025 | $7,253,309 | $8,067,964 | $814,655 | $7,253,309 | $8,067,964 | $814,655 |
| Subtotal Cash Positions | | $8,067,964 | | | | $7,253,309 | $8,067,964 | $814,655 | $7,253,309 | $8,067,964 | $814,655 |
| Cash Positions : Pooled Investments | | | | | | | | | | | |
| LOGIC | Pool | $132,388,828 | 4.3317% | 9/30/2025 | 9/30/2025 | $73,908,518 | $132,388,828 | $58,480,310 | $73,908,518 | $132,388,828 | $58,480,310 |
| Subtotal Cash Positions | | $132,388,828 | | | | $73,908,518 | $132,388,828 | $58,480,310 | $73,908,518 | $132,388,828 | $58,480,310 |
| Cash Positions : Treasuries, Agencies, CD Investments | | | | | | | | | | | |
| | | $0 | | | | $0 | $0 | $0 | $0 | $0 | $0 |
| Subtotal Cash Positions | | $0 | | | | $0 | $0 | $0 | $0 | $0 | $0 |
| Grand Total | | $140,456,791 | | | | $81,161,826 | $140,456,791 | $59,294,965 | $81,161,826 | $140,456,791 | $59,294,965 |

INTEREST EARNED FOR QUARTER

| MONTH | TYPE OF SECURITY | AVERAGE BALANCE | AVERAGE RATE | INTEREST EARNED |
|---|---|---|---|---|
| Cash Positions : Bank Cash Investments | | | | |
| Oct-24 | DDA | $4,075,171 | 5.2900% | $ 17,964.71 |
| Nov-24 | DDA | $3,930,828 | 5.0300% | $ 16,476.72 |
| Dec-24 | DDA | $4,522,711 | 4.8300% | $ 18,203.91 |
| Jan-25 | DDA | $6,692,624 | 4.6600% | $ 25,989.69 |
| Feb-25 | DDA | $5,616,369 | 4.4900% | $ 21,014.58 |
| Mar-25 | DDA | $5,488,611 | 4.4500% | $ 20,353.60 |
| Apr-25 | DDA | $7,160,954 | 4.4200% | $ 26,376.18 |
| May-25 | DDA | $9,449,834 | 4.4200% | $ 34,806.89 |
| Jun-25 | DDA | $7,731,392 | 4.3900% | $ 28,284.01 |
| Jul-25 | DDA | $8,031,540 | 4.3800% | $ 29,315.12 |
| Aug-25 | DDA | $7,124,613 | 4.4000% | $ 26,123.58 |
| Sep-25 | DDA | $8,564,736 | 4.3900% | $ 31,332.66 |
| TOTAL INTEREST EARNED FOR FISCAL YEAR-TO-DATE | | | | $ 296,241.65 |
| TOTAL INTEREST EARNED FOR QUARTER | | | | $ 86,771.36 |
| Cash Positions : Pooled Investments | | | | |
| Oct-24 | Pool | $55,745,325 | 4.9905% | $ 231,830.87 |
| Nov-24 | Pool | $92,009,865 | 4.8298% | $ 370,324.37 |
| Dec-24 | Pool | $93,096,710 | 4.6928% | $ 364,070.20 |
| Jan-25 | Pool | $92,115,321 | 4.5390% | $ 348,426.20 |
| Feb-25 | Pool | $80,408,721 | 4.5009% | $ 301,593.01 |
| Mar-25 | Pool | $87,568,597 | 4.4641% | $ 325,762.48 |
| Apr-25 | Pool | $82,488,154 | 4.4512% | $ 305,976.06 |
| May-25 | Pool | $80,925,310 | 4.4223% | $ 298,230.00 |
| Jun-25 | Pool | $70,799,040 | 4.4108% | $ 260,233.67 |
| Jul-25 | Pool | $74,241,595 | 4.4097% | $ 272,819.30 |
| Aug-25 | Pool | $95,802,717 | 4.3944% | $ 350,829.55 |
| Sep-25 | Pool | $131,561,884 | 4.3317% | $ 474,905.51 |
| TOTAL INTEREST EARNED FOR FISCAL YEAR-TO-DATE | | | | $ 3,905,001.22 |
| TOTAL INTEREST EARNED FOR QUARTER | | | | $ 1,098,554.36 |
| TOTAL INTEREST EARNED FOR FISCAL YEAR-TO-DATE | | | | $ 4,201,242.87 |
| TOTAL INTEREST EARNED FOR QUARTER | | | | $ 1,185,325.72 |

**City Council Meeting**
**Staff Report**
**October 23, 2025**

**Agenda Item**
Approve an Interlocal Cooperation Agreement with Denton County for Fire Protection and Emergency Ambulance Services.

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

**Summary**
This interlocal agreement with Denton County states that the City of Aubrey will provide fire and emergency medical services to a defined area of unincorporated Denton County. The service area is defined in a map attached to the ILA and is generally the area surrounding our City. This agreement has a two year term and has a built in increase in funding from year one to year two. We have provided this service for many years.

**Financial Summary**
Year one compensation will be $969,569.00 and year two compensation will be $998,656.00, for a total of $1,968,225.00.

**Staff Recommended Action**
Approve

**Staff Recommended Motion**
I move to (approve/deny/table) the interlocal agreement with Denton County for fire & ems services.

**THE COUNTY OF DENTON** §
§ **CITY OF AUBREY**
§ **FIRE DEPARTMENT**
**STATE OF TEXAS** §

# INTERLOCAL COOPERATION AGREEMENT FIRE PROTECTION AND EMERGENCY AMBULANCE SERVICES

**THIS AGREEMENT**, which has an effective date of October 1, 2025, is made and entered into by and between Denton County, Texas ("the **COUNTY**"), and the City of Aubrey Fire Department ("the **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; and

**WHEREAS**, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection services, ambulance services, and related services for the benefit of the citizens of the City of Aubrey; and

**WHEREAS**, the **COUNTY** desires to obtain fire protection services, emergency ambulance services, and related services for the benefit of residents of the **COUNTY** living in unincorporated areas of the **COUNTY** which the **AGENCY** is capable of providing; and

**WHEREAS**, the **COUNTY** desires to enter into an exclusive agreement with the **AGENCY** to provide efficient fire protection services and emergency ambulance service; and

**WHEREAS**, the **COUNTY** desires to expend County funds to defray the expense of establishing, operating, and maintaining fire protection services and emergency ambulance services in the County; and

**WHEREAS**, the **AGENCY** is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and protection of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

**WHEREAS**, it is agreed by **COUNTY** and **AGENCY** to be of mutual interest and advantage that the Denton County Fire Marshal supply surplus property described as a One (1) Braun Chief XL Ford F550 Type 1 Ambulance, Quote # SEMG-0008696-2 and STRYKER POWER COT/GURNEY AND LIFT SYSTEM (including mounting, charging, and maintenance equipment), hereinafter referred to collectively as "ambulance", to the City of Aubrey Fire

Department for use and benefit of the residents of Denton County, Texas, residing in and around the City of Aubrey, Texas; and

**WHEREAS**, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to provisions of the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352; and

**WHEREAS**, the **AGENCY** is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

**WHEREAS**, the provision of emergency ambulance and related services is a governmental function that serves the public health and welfare and is of mutual concern to both the **COUNTY** and the **AGENCY**; and

**WHEREAS**, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003, and

**NOW, THEREFORE**, the **COUNTY** and the **AGENCY**, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

## I.
## TERM

The term of this Agreement shall be for the period beginning of October 1, 2025, and ending September 30, 2027.

## II.
## DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

A. "Emergency Ambulance Services" means any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded, or injured for medical treatment is essential to the health or life of a person or persons.

B. "Fire Protection Services" means all of the customary and usual services of a fire department, including fire suppression and medical emergency services.

C. "Parties" means the Agency and the County.

## III.
## SERVICES

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services and emergency ambulance services normally rendered by the **AGENCY** to citizens of the City of Aubrey in circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY,** as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

### A. FIRE PROTECTION SERVICES

Fire protection services are rendered in consideration of the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are not otherwise protected with respect to fire protection, extinguishment, safety and rescue services. The services to be rendered are as follows:

1. The **AGENCY** shall make available and provide emergency fire protection, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.

2. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as *"Aubrey ERZ (700-06)"* as set out in Exhibit "A".

3. The **COUNTY** agrees that, in the event a fire in the **AGENCY**'s unincorporated designated area which the **AGENCY** considers to be of an incendiary nature the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).

4. The **AGENCY,** in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY**, to determine priorities in the dispatching and use of the **AGENCY's** equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

**B. EMERGENCY AMBULANCE SERVICES**

Emergency ambulance services are rendered in consideration of the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are do not otherwise have access to emergency services.

1. The **AGENCY** shall make available and provide emergency ambulance services within the agreed or specified territory or jurisdiction of the **AGENCY**.

2. The **AGENCY** shall respond to requests for emergency ambulance transportation made within the portion of the **COUNTY** designated as *"Aubrey ERZ (700-06)"* as set out in Exhibit "A".

3. The **AGENCY,** in the performance of its duties and responsibilities under this Agreement, shall have the responsibility of rendering ambulance services to citizens of the **AGENCY** and the **COUNTY**, within the sole discretion of the officers and employees of the **AGENCY**, to determine priorities in the dispatching and use of the **AGENCY's** equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

## IV.
## PERFORMANCE OF SERVICE

The **COUNTY** shall designate the County Fire Marshal to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Fire Marshal, or his designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement for the mutual benefit of the **COUNTY** and the **AGENCY**.

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

At the request of the **COUNTY**, the **AGENCY** shall, submit statements reporting fire protection calls and/or emergency ambulance transport provided by the AGENCY. In so doing, the **AGENCY** shall use the Texas Fire Incident Reporting System's standardized forms to report fire protection services, and the standardized ambulance transportation reporting form for emergency ambulance services. Both forms may be submitted by personal delivery, U.S. Mail, facsimile, or email to the Denton County Fire Marshal, 3900 Morse St., 2nd Floor, Denton, Texas 76208.

## V.
## COMPENSATION

The **COUNTY** agrees to pay to the **AGENCY** for full performance of services as provided in this Agreement the sum of **$1,968,225.00**, to be paid as follows:

1. A sum of **$969,569.00** to be paid for fire calls and ambulance transports performed during the 2025-2026 fiscal year. The **COUNTY** agrees, after execution of this Agreement, to make pay in full the sum of **$969,569.00** no later than February 1, 2026.

2. A sum of **$998,656.00** to be paid for fire calls and ambulance transports performed during the 2026-2027 fiscal year. The **COUNTY** agrees, after execution of this Agreement, to make pay in full the sum of **$998,656.00** no later than February 1, 2027.

The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

## VI.
## FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

## VII.
## SURPLUS PROPERTY

**COUNTY** agrees to supply the following assets to the City of Aubrey Fire Department for their use during the Agreement's Term:

1. One (1) Braun Chief XL Ford F550 Type 1 Ambulance, Quote # SEMG-0008696-2; and
2. STRYKER POWER COT/GURNEY AND LIFT SYSTEM (including mounting, charging, and maintenance equipment).

**COUNTY** agrees to provide to **AGENCY** the ambulance no later than November 30, 2026. **AGENCY** agrees to provide the personnel and resources, fuel and maintenance to operate the above assets, and to provide and maintain the State required full insurance coverage on the assets at all times during the term of this Agreement. **AGENCY** is responsible for maintaining an accurate inventory of the assets ensuring it is used in concordance with the purpose for which they were purchased. **AGENCY** shall not use the assets for purposes other than those agreed to upon receipt. **AGENCY** understands at the time the assets are no longer required for the function in which each asset was loaned, the asset will be returned to the **COUNTY**. The **COUNTY** may at any time request the return of the any asset with reasonable notice to the **AGENCY**. Upon request, the asset must be surrendered within sixty (60) days of receipt of the **COUNTY**'s request.

**AGENCY** will provide reasonable access to the assets in the event inspection is required by Denton County or its associates. In the event the any asset is damaged, lost, stolen, or destroyed, the **AGENCY** will provide an investigative report on the event. **AGENCY** shall be liable to **COUNTY** for any and all damages sustained to, or caused by the **AGENCY's** use of the assets during the **AGENCY**'s use of the assets. If any asset is destroyed, stolen, lost, or otherwise becomes inoperable and the **AGENCY** files an insurance claim for the replacement of the said asset, the replacement asset and/or all funds paid by the insurance company in payment of the insurance claim for replacement of the said asset shall become the property of the **COUNTY**.

***COUNTY and AGENCY agree that the assets transferred are "as is". In particular, COUNTY MAKES NO WARRANTY, EXPRESSED OR IMPLIED, OR REPRESENTATION ABOUT THE PERFORMANCE ABILITY OF THE ASSETS, ABOUT ITS CONDITION OR MAINTENANCE, OR ABOUT ITS ABILITY TO FUNCTION IN ANY RESPECT.***

***COUNTY and AGENCY agree that upon execution of this Agreement the AGENCY will accept the transferred assets, and further agrees to accept all responsibility and liability for the assets. COUNTY, its employees, officials, and agents are released from any adverse consequences related to the use of the assets. AGENCY agrees that for and in consideration***

***of the supplied asset, AGENCY, on behalf of its employees, officials, and agents, agrees to release, indemnity and hold harmless COUNTY, its employees, officials and agents, from and against any and all claims, damages or injuries (including death), losses, demands, suits, judgments and costs, including reasonable attorney fees and expenses, which arise or result from the ambulance supplied under this Agreement.***

## VIII.
## RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

## IX.
## RESPONSIBILITY OF THE AGENCY

The **AGENCY,** to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

## X.
## APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791, the Texas Local Government Code, Chapter 352, and the Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

## XI.
## DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of

sixty (60) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

## XII.
## TERMINATION

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving one-hundred eighty (180) days advance written notice to the other party. In the event of termination by either party prior to the **AGENCY** being paid in full, the **AGENCY** shall be compensated pro rata for all services performed to the termination date by dividing the full sum of the applicable year by 365 days, the number of days covered by this Agreement. In the event of such termination after the **AGENCY** has been paid in full, the **COUNTY** shall be reimbursed pro rata for all compensation paid to the **AGENCY** in anticipation of the **AGENCY** providing services after the date of termination. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

## XIII.
## GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendition of fire protection services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the **AGENCY,** nor the **COUNTY** waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

## XIV.
## ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

## XV.
## LAW OF CONTRACT

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 venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

## XVI.
## SEVERABILITY

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

## XVII.
## AUTHORITY

The undersigned officer 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.

## XVIII.
## SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

*[EXECUTION PAGES FOLLOW]*

**EXECUTED** this _____ day of _____, 2025.

**COUNTY:**

Denton County, Texas
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

By:_____
Andy Eads, County Judge
Denton County, Texas

**AGENCY:**

City of Aubrey, Texas
107 S. Main Street
Aubrey, TX 76227

By: _____
Name _____
Title _____

**ATTEST:**

By: _____
Denton County Clerk

**ATTEST:**

By: _____
City Secretary

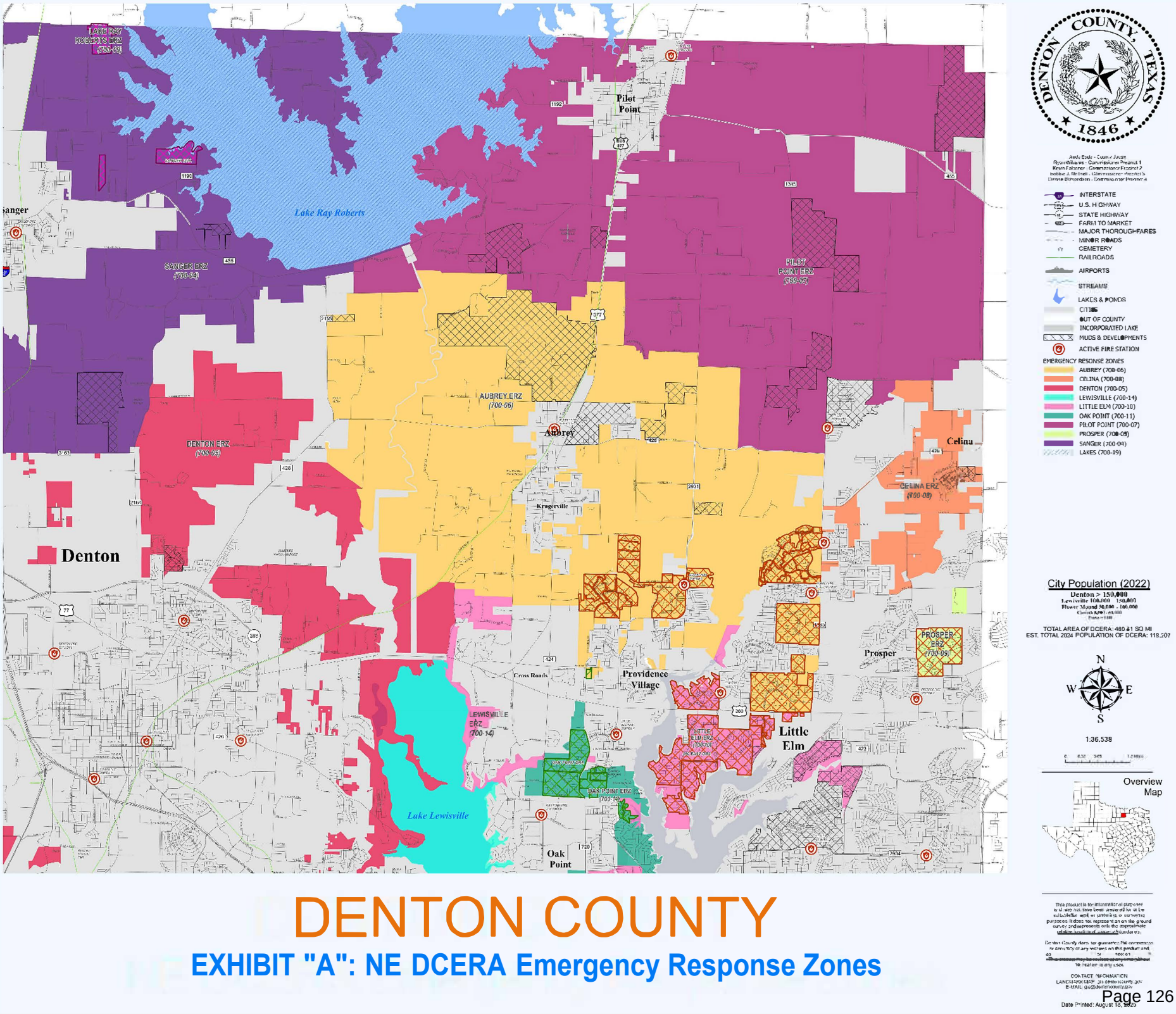
**APPROVED AS TO CONTENT:**

By: _____
Denton County Fire Marshal

## AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $1,968,225.00 to accomplish and pay the obligation of Denton County under this Agreement.

_____
Denton County Auditor




# DENTON COUNTY

## EXHIBIT "A": NE DCERA Emergency Response Zones

**City Council Meeting**
**Staff Report**
**October 23, 2025**

**Agenda Item**
Approve Amendment No. 1 to the Faulkner Ground Storage Tank and Pump Station Engineering Services Agreement with Birkhoff, Hendricks, and Carter for an amount not to exceed $590,500.

**Staff Contact**
Dean Rylant, Interim Public Works Director
drylant@aubreytx.gov

**Summary**
On September 26, 2024, the city entered into an engineering services agreement with Birkhoff, Hendricks and Carter (BHC) for storage and capacity improvements of the Faulkner Water Pump Station. This amendment provides for the additional effort for three buildings and architectural design by a third party (Parkhill). The intended uses for the buildings are for the water department and engineering administration, materials storage and maintenance operations. Parkhill will be utilized for the building designs, with BHC providing the site's civil engineering design.

**Financial Summary**
This project is part of the 2025 bond and funds are available.

**Staff Recommended Action**
Approve

**Staff Recommended Motion**
Motion to approve Amendment No. I.

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

11910 Greenville Ave., Suite 600 Dallas, Texas 75243 Phone (214) 361-7900 www.bhcllp.com

CRAIG M. KERKHOFF, P.E.
JOE R. CARTER, P.E.
ANDREW MATA, JR., P.E.
DEREK B. CHANEY, P.E.
JUSTIN R. IVY, P.E.
COOPER REINBOLD, P.E.
CHASE CRAWFORD, R.P.L.S.

October 14, 2025

Ms. Leanne Wilson
Assistant City Manager
City of Aubrey, TX
107 S. Main Street
Aubrey, TX 76227

Re: Faulkner Water Facilities
Engineering Services Agreement - Amendment No. 1

Dear Ms. Wilson:

As we discussed, we are pleased to submit this Amendment No. 1 to our existing engineering services agreement for the Faulkner Water Facilities, dated September 26, 2024. This Amendment No. 1 provides for the additional design effort for three (3) additional buildings on the site. The intended uses for the buildings are for administration, maintenance and storage. Parkhill will be utilized for the building design with BHC providing the site civil engineering design. This is intended to be bid as a separate project from the pump station and ground storage tank.

**Exhibit D – Payment Schedule**

**Part D. Faulkner Water Facilities**

| | | | Exhibit D | | |
|---|---|---|---|---|---|
| | | | **Original Contract Amount** | **Amount Amendment No. 1** | **Total Revised Amount** |
| **Basic Services** | Part I: | Design Phase | $259,900 | $0 | $259,900 |
| | Part IA: | Design Phase (Structures) | - | $422,000 | $422,000 |
| | Part II: | Bidding Phase | $8,000 | $0 | $8,000 |
| | Part IIA: | Bidding Phase (Structures) | - | $29,000 | $29,000 |
| | Part III: | Construction Administration Phase | $49,100 | $0 | $49,100 |
| | Part IIIA: | Construction Administration Phase (Structures) | - | $112,500 | $112,500 |
| | **Total Amount: Basic Services (Parts I, II, III):** | | **$317,000** | **$563,500** | **880,500** |
| **Additional Services** | A. | Field Surveys | $3,400 | $1,500 | $4,900 |
| | B. | Geotechnical Investigation and Report | $15,000 | $12,000 | $27,000 |
| | C. | Reproduction Expense | $1,500 | $0 | $1,500 |
| | C.1. | Project Expense (Structures) | - | $12,500 | $12,500 |
| | D. | Construction Record Drawings | $1,500 | $1,000 | $2,500 |
| | **Total Amount: Additional Services (Part V):** | | **$21,400** | **$27,000** | **$48,400** |
| **NOT TO EXCEED AMOUNT:** | | | **$338,400** | **$590,500** | **$928,900** |

If this Amendment No. 1 to our Professional Engineering Services Agreement for the Faulkner Water Facilities, dated September 26, 2024 meets with your approval, please have one original executed and returned to our office. We are standing by to begin work on the additional scope of services outlined in the amendment upon your authorization to proceed.

Sincerely,

Craig M.Kerkhoff, P.E., C.F.M.

Digitally signed by Craig M.Kerkhoff, P.E., C.F.M.
DN: C=US, E=ckerkhoff@bhcllp.com, O="Birkhoff, Hendricks & Carter, L.L.P.", CN="Craig M.Kerkhoff, P.E., C.F.M."
Date: 2025.10.14 07:16:17-05'00'

Craig M. Kerkhoff, P.E., C.F.M.

**APPROVED BY THE CITY OF AUBREY, TX**

_____

**By: Mr. Charles Kreidler, City Manager**

_____

**Date:**

Parkhill

September 22, 2025

Craig M. Kerkhoff, PE, CFM
Birkhoff, Hendricks & Carter, L.L.P.
11910 Greenville Ave., Suite 600
Dallas, Texas 75243
(P) 214-361-7900

RE: Proposal for Professional Architectural/Engineering Services
Aubrey New Public Works Buildings

Dear Mr. Kerkhoff:

Parkhill (A/E) is pleased to have the opportunity to provide this proposal for Architectural/Engineering services to Birkhoff, Hendricks & Carter, L.L.P. (CLIENT) for the Aubrey New Public Works Buildings (Project).

## PROJECT DESCRIPTION

The Project consists of professional architectural/engineering design services for a new administrative office building and maintenance shop building for the City of Aubrey Public Works Department. The preliminary program for the new facilities includes approximately 4,000 square feet of office/administrative space and approximately 7,000 square feet of shop space including 3 heated bays. The buildings are anticipated to be a hybrid of conventional steel and pre-engineered metal buildings.

The Site, known as the Faulkner Water Site, is located on a city-owned parcel near the corner of Dane Street and Union Street in Aubrey, Texas. The Site is approximately 3.5 acres, and the preliminary conceptual site plan drawing is attached as Exhibit B: Site Plan. Our understanding is that the intended construction delivery method is Design-Bid-Build through competitive sealed proposals.

## SCOPE OF SERVICES

A/E proposes to provide services for the Project as detailed in Exhibit A: Scope of Services.

## SCHEDULE

A tentative schedule for submitting our work for review is as follows. Changes to the above schedule may become necessary due to changes in scope or other circumstances beyond A/E's control.

| TASK | MONTHS |
|---|---|
| Schematic Design | 2 |
| Design Development | 2 |
| Construction Documents | 3 |
| Bid Phase | 1 |
| Construction Phase | 12 |
| **Total Project Duration** | **20** |

## COMPENSATION

Our fee for the Scope of Services described in Exhibit A will be based on a lump sum amount, plus reimbursable expenses, and will be billed monthly on a percentage complete method as follows:

| Phase | % | Fee |
|---|---|---|
| Schematic Design | 15% | $ 73,305 |
| Design Development | 25% | $ 122,175 |
| Construction Documents | 35% | $ 171,045 |
| Bid Phase | 5% | $ 24,435 |
| Construction Phase | 20% | $ 97,740 |
| Reimbursable Expenses | | $ 10,000 |
| | **100%** | **$ 498,700** |

Reimbursable expenses will be billed at invoice cost plus a 15% markup for handling and include, but are not limited to travel, postage/shipping, reproductions/ copies, color plots/prints, accessibility review and inspection fees, and reproduction of Contract Documents.

If this proposal meets your expectations, you may indicate your acceptance by returning one signed copy to our office. Upon receipt, we will wait to receive a subconsultant agreement and will not proceed with work until the agreement has been executed by A/E and Client.

We appreciate the opportunity to provide Professional Services to you and look forward to the successful completion of the project. If you have any questions, please do not hesitate to call us.

Sincerely,

**PARKHILL (A/E)**

By_____
Michael I. Howard, AIA, AICP
Director of Community | Partner

Birkhoff, Hendricks & Carter, L.L.P.
**(CLIENT)**

Signature:_____

Name: _____

Title:_____

Date:_____

MIH/xx

Enclosures: Exhibit A – Scope of Services
Exhibit B – Site Plan

*"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas."*

**EXHIBIT A**

**SCOPE OF SERVICES**

A/E will provide the following Professional Services for the Project's Scope of Services:

- Architectural Design
- Interior Design
- Mechanical and Electrical Engineering
- Structural Engineering
- Technology Design (IT/AV/Security)
- Landscape Architectural Design

## DESIGN SERVICES

### Schematic Design

A/E will work with CLIENT to begin determining and defining programmatic elements for the site and building facilities as well as develop Project goals, needs, and assumptions. Based on the program, A/E will develop a Schematic Design Package consisting of drawings and other documents illustrating the scale and relationship of the Project components, including the architectural style of the façade and floor plan.

Deliverables:

- Floor Plan
- Site Plan
- Elevations & Massing Study
- Opinion of Probable Cost

### Design Development

A/E will provide Design Development Documents based on approved Schematic Design Documents and updated Project Budget. The documents will illustrate and describe refinement of the design of the Project establishing the Scope, relationships, forms, size, and appearance of the Project by means of plans, elevations and sections, typical construction details, and equipment layouts. The documents will identify major systems and materials and, in general, their quality levels.

Deliverables:

- Code Sheets
- Floor and Roof Plans
- Site Plan
- Interior and Exterior Elevations
- Details and Sections
- Finish Schedule
- Outline Specifications
- Opinion of Probable Cost

### Construction Documents

A/E will provide Construction Documents based on approved Design Development Documents and an updated Project Budget. The Construction Documents will include requirements for construction, drawings and specifications that establish, in detail, the quality level of systems and materials. A/E will assist CLIENT in the preparation of the construction contract between the CLIENT and contractor and other standard contract forms that may be required.

Deliverables:

- Code Sheets
- Floor and Roof Plans/Details
- Site Plan/Details
- Interior and Exterior Elevations/Details
- Millwork Elevations and Details
- Details and Sections
- Door/Window/Storefront/Accessory Schedules and Details
- Finish Schedule and Plans
- Specifications and Project Manual
- Opinion of Probable Cost

**Bid Phase Services**
A/E will assist CLIENT in solicitation and procurement of the General Contractor. A/E will assist CLIENT in the preparation of necessary bidding information, bidding forms, and contract between the CLIENT and contractor and other standard contract forms that may be required. A/E will inform CLIENT, to the best of their knowledge, and will assist CLIENT in connection with CLIENT's responsibility, for filing documents required for approval of governmental authorities having jurisdiction over the Project.

**Construction Phase Services**
A/E will be the representative of and will advise and consult with CLIENT during construction until the final payment to the contractor is due. A/E will have authority to act on behalf of CLIENT only to the extent provided in this Proposal, unless otherwise modified by written instrument.

A/E will visit the site twice per month based on the number of months proposed by the contractor in their bid at intervals appropriate to the stage of construction or as otherwise agreed by CLIENT and A/E in writing to become familiar with the progress and quality of the Work completed, and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, A/E will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observation as an Architect or Engineer, A/E will keep CLIENT informed of the progress and quality of the Work.

Based on A/E's observations and evaluations of the contractor's Applications for Payment, A/E will review and certify the amounts due to the contractor.

**Supplemental Services**
The services listed below are not included in Basic Services but may be required for the Project.

- n/a

**SERVICES BY CLIENT**

- Survey: CLIENT will provide A/E with a survey of the site to determine the boundary, topography, existing improvements, infrastructure utilities, and existing trees.
- Geotechnical Report: CLIENT will provide A/E with a geotechnical report to design foundations and paving sections.
- Existing Drawings: CLIENT will also provide A/E with CAD files or PDFs of the existing site and facilities.
- Permits and Fees: CLIENT shall obtain applicable permits, pay inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, provide appropriate legal services in connection with the Project, provide environmental impact reports and energy assessments, and all other charges not specifically covered by this Proposal.

**EXCLUDED SERVICES**

Services specifically excluded from our Scope of Services, and may be required to complete the Project, include, but are not limited to, the following:

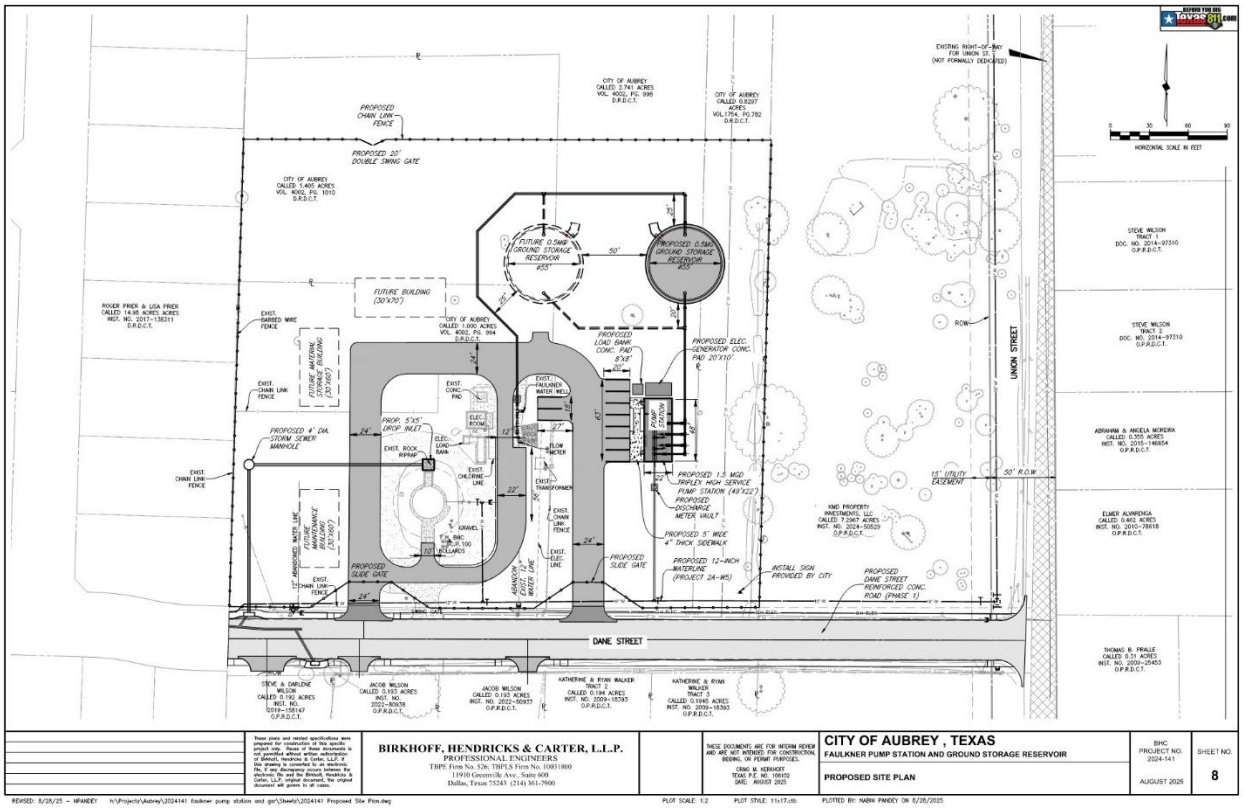
- Topographic and Boundary Surveys
- Geotechnical Reports and Soil Reports
- Site Entitlement and Platting Services
- Off-site Utility Design
- Asbestos and Hazardous Materials Studies
- Third-party Independent Construction Inspection Services
- Full-time Construction Observation Services
- Preparation of Construction Documents for more than one bid package
- Phased Construction
- Fast-track Construction
- Construction Material Testing
- Commissioning and Special Inspections
- Traffic Impact Analysis
- Subsurface Utility Engineering (SUE)
- Furniture, Fixtures, and Equipment Design
- Site Civil Engineering

**END OF EXHIBIT**

## EXHIBIT B

## SITE PLAN

The drawing below was provided by the Client to illustrate the preliminary conceptual site plan.



**City Council Meeting**
**Staff Report**
**October 23, 2025**

**Agenda Item**
Ratification of a Development Agreement between the City and SMC Development LLC for the development of an approximate 184.78 acres of land situated in the Ambrosich Addition (Denton County Instrument No. 2010-192) and the Thomas Chambers Survey, Abstract No. 223, Denton County Instrument No. 2025-90236, located within the City's extraterritorial jurisdiction and identified as the Trailhead Development; and authorizing the City Manager to execute necessary documents. (Trailhead)

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

**Summary**
The Development Agreement between the City and SMC Development LLC for the Trailhead Development was conditionally approved at the September 25, 2025, regular city council meeting.

The conditions for approval were to:

1. dedicate a minimum of eleven (11) acres of park land and include a disc golf course.
2. include a minimum of eight (8) foot wide trails for the park land and open green space.
3. include specific exterior regulations;
    a. All homes abutting Trivedi Parkway (Minor Arterial) exterior walls, excluding doors, windows, window units, shall be compromised of one hundred percent (100%) masonry.
    b. All other exterior walls, excluding doors, windows, and window units, shall be compromised of at least sixty percent (60%) masonry product.
    c. Masonry products shall include stone, brick, cultured stone, and cementitious materials such as Hardy Plank, and stucco.
    d. Hardy Plank material shall be limited to fifty percent (50%) of any exterior wall.

These additional items have been added to the development agreement and necessary updates have been made throughout the documents for clarity.

**Financial Summary**
NA

**Staff Recommended Action**
Approve

**Staff Recommended Motion**
Motion to approve ratification of the Development Agreement.

**TRAILHEAD**
**DEVELOPMENT AGREEMENT**

**BETWEEN**
**SMC DEVELOPMENT, LLC**
**and its assigns**

**AND**

**THE CITY OF AUBREY, TEXAS**

**_____ ____, 2025**
**TRAILHEAD DEVELOPMENT AGREEMENT**

This Trailhead Development Agreement (this "Agreement") is executed among **SMC Development, LLC**, a Texas limited liability company and its successors and permitted assigns (collectively, the "Developer") and the **City of Aubrey, Texas,** a home rule municipality (the "City") to be effective on the Effective Date (as defined below).

## RECITALS

**WHEREAS**, certain terms used in these recitals are defined in Article I; and

**WHEREAS**, Developer and the City are sometimes individually referred to as a "Party" and collectively as the "Parties"; and

**WHEREAS**, the City is a home-rule municipality of the State of Texas located within Denton County (the "County"); and

**WHEREAS**, the Developer is under contract with the owner of approximately 186.78 acres of real property located in the extraterritorial jurisdiction of the City (the "Property"), which Property is more particularly described by metes and bounds on **Exhibit A,** the **"Metes and Bounds Description of the Property"** attached hereto, and intends to be the master developer of the Property upon purchase of the Property in fee simple (the "Closing"); and

**WHEREAS**, the Parties intend for this Agreement to take effect on the date this Agreement is executed by all Parties (the "Effective Date"); provided however, the Parties understand and agree that this Agreement shall automatically terminate if Developer fails to finalize the Closing; and

**WHEREAS,** the Developer has agreed not to take any action to request or cause the removal of the Property from the City's ETJ and Developer intends to cause the Property to be voluntarily annexed into the City's corporate limits after Closing; and

**WHEREAS**, the Developer plans to develop the Property as a single family residential development, upon the execution of this Agreement and subsequent issuance of PID Bonds (hereinafter defined) for the payment of certain costs for the construction and acquisition of certain public improvements and certain other associated costs to benefit the Property, and for the repayment to Developer for certain costs advanced for the construction and acquisition of certain public improvements to benefit the Property as set forth in this Agreement and as determined by future PID related agreements; and

**WHEREAS**, subject approval of and acceptance by the City Council, Developer will dedicate to the City, at no cost to the City, within twenty-four (24) months following the recording of a final plat of the Property, one acre of land as a site for public purpose, including a water tower site, and a 0.25 acre of land for a sewer lift station site, as depicted on the final plat; and

**WHEREAS**, water, sewer, drainage, roadway, and other public infrastructure is not currently available to serve the Parties' intended development of the Property; and

**WHEREAS,** the Developer desires and intends to design, construct, install, and/or make financial contributions to certain on-site and/or off-site public improvements to serve the development of the Property ("Authorized Improvements"), which **"Authorized Improvements and Estimated**

**Costs"** are generally identified in **Exhibit B** and are intended by the Developer to be the same as those described in the Service and Assessment Plan; and

**WHEREAS**, the Developer intends for the design, construction, and installation of the Authorized Improvements to occur in phases, and for such Authorized Improvements to be acquired by the City, except as provided by Section 5.2; and

**WHEREAS,** the Developer estimates that the cost of the Authorized Improvements will be approximately Sixty Four Million and 00/100 Dollars ($64,000,000.00) and proposes that amount as the maximum amount that Developer will seek to finance and for which Developer will seek reimbursement from the PID; and

**WHEREAS,** in consideration of the Developer's agreements contained herein to annex the Property and to develop the Property to accomplish the high-quality development of the Property envisioned by the Parties and to provide financing for the Authorized Improvements, the City intends to consider creation of a public improvement district in accordance with Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), and to consider creation of a TIRZ in accordance with Chapter 311 of the Texas Tax Code, as amended (the "TIRZ Act"), for the Property proposed to be developed; and

**WHEREAS,** in consideration of the Developer's agreements contained herein, the City shall consider adoption of a PID to provide alternative financing arrangements that will enable the Developer to do the following in accordance with the procedures and requirements of the PID Act: (i) fund a specified portion of the costs of the Authorized Improvements using the proceeds of PID Bonds; and (ii) obtain reimbursement for a specified portion of the costs of the Authorized Improvements, the source of which reimbursement will be installment payments from Assessments within the Property, provided that such reimbursements shall be subordinate to the payment of PID Bonds and Administrative Expenses; and

**WHEREAS,** the City, subject to the consent and approval of the City Council, and in accordance with the PID Act, will: (i) consider and act upon the creation of a PID encompassing the Property, in accordance with the PID Act; (ii) consider adoption of a Service and Assessment Plan; (iii) consider adoption of an Assessment Ordinance (to pay for a specified portion of the Budgeted Cost of the Authorized Improvements which are estimated to encompass the costs described in **Exhibit B** and the costs associated with the administration of the PID and issuance of the PID Bonds; and (iv) consider the issuance of PID Bonds estimated to be a total maximum of up to **EIGHTY MILLION and 00/100 DOLLARS ($80,000,000.00)**, in one or more series, and enter into a Reimbursement Agreement for the purpose of reimbursing a specified portion of the costs of the Authorized Improvements and related costs (including Administrative Expenses) and paying issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, a debt service reserve fund, and the project fund); and

**WHEREAS,** prior to the sale of the first PID Bond issue: (i) the City Council shall have approved and adopted the PID Resolution, a Service and Assessment Plan, and an Assessment Ordinance (collectively, the "PID Documents"); (ii) the City shall have reviewed and approved the **"Home Buyer Disclosure Program"** in substantially the same form as attached as **Exhibit E** hereto; (iii)

owners of the Property constituting all of the acreage in the PID shall have executed a "**Landowner Agreement"** in substantially the same form as attached as **Exhibit F** hereto; and (iv) the Developer shall have delivered a fully executed copy of the Landowner Agreement(s) to the City; and

**WHEREAS,** prior to, or contemporaneously with, the authorization of the first PID Bond issue, the Parties intend that the City Council consider approval of a TIRZ Ordinance and to create a TIRZ to be coterminous with the boundaries of the PID; and

**WHEREAS,** the Developer proposes that the Authorized Improvements and certain other improvements also qualify as projects under the TIRZ Act; and

**WHEREAS,** as soon as is practicable and prior to the sale of the first PID Bond issue, and in consideration of the Developer's agreements contained herein, the Parties shall negotiate the final form of the TIRZ project and finance plan, and the City shall consider approval of the following: (i) an ordinance creating the TIRZ; and (ii) an ordinance approving the final TIRZ Project and Finance Plan required by the TIRZ Act consistent with the terms of this Agreement; and

**WHEREAS,** in consideration of the Developer's agreements contained herein, (including annexation of the Property into the city limits, the construction of approximately 825 homes that are expected to add more than **One Million Four Hundred Thousand and No/100 Dollars ($1,400,000.00)** to the City's tax base), the City intends to exercise its powers under the TIF Act to create a TIRZ coterminous with the boundaries of the PID in accordance with the terms of this Agreement; and

**WHEREAS,** all of the City's Administrative Expenses associated with the PID will be funded by the annual levy of Assessments on the Property within the PID in accordance with the PID Act and the SAP, and the City will not be responsible for payment of such costs; and

**WHEREAS,** all of the City's Administrative Expenses associated with the TIRZ will be paid in accordance with the TIRZ Act and the TIRZ Project and Finance Plan, and the City will not be responsible for payment of such costs; and

**WHEREAS**, the Parties intend that the Property be developed as a single family residential development, including open space, and other public and private amenities (the "Project") that will benefit and serve the present and future citizens of the City, including the creation of substantial future tax base for the City; and

**WHEREAS**, the Property shall be developed pursuant to (i) an agreed upon concept plan ("Concept Plan"), attached hereto as **Exhibit C**, and (ii) the Development Regulations, attached hereto as **Exhibit D**.

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

**WHEREAS**, Mustang Special Utility District ("Mustang") hold the exclusive certificates of convenience and necessity to provide retail water and wastewater service to a portion of the Property; and

**WHEREAS**, Mustang and the City each hold the certificate of convenience and necessity to provide retail water and wastewater service to a portion of the Property, and the Parties intend that the retail water and sewer service to the entirety of the Property be provided by the City; and

**WHEREAS**, the Parties intend for the City to provide water and wastewater services to the entire Property contingent upon the City and Mustang entering into an agreement for the City to obtain the right to serve the Property as contemplated by this Agreement; and

**WHEREAS**, the Parties intend that upon approval and execution of this Agreement, the Property shall be annexed by the City into the City limits and that an annexation petition be submitted by Developer to the City within thirty (30) days after the Effective Date of this Agreement in order to allow the City to annex the Property into its city limits; and

**WHEREAS,** contemporaneously with the annexation of the Property into the City's corporate limits, the City intends to consider zoning the Property as a planned development district (the "**Planned Development District**") and the Parties acknowledge that the Property may be developed and used in accordance with this Agreement as provided by State law; and

**WHEREAS,** the City recognizes that the construction and installation of the Authorized Improvements will: (i) bring a positive impact to the City; (ii) promote state and local economic development; (iii) stimulate business and commercial activity in the municipality; (iv) promote the development and diversification of the economy of the state; (v) promote the development and expansion of commerce in the state; and (vi) eliminate some unemployment or underemployment in the state.

**NOW THEREFORE**, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

## ARTICLE I
## DEFINITIONS

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

**Administrative Expenses** shall include, without limitation, expenses incurred by the City in the establishment, administration, and operation of the PID and the TIRZ, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and TIRZ and preparing the Assessment Rolls, (iii) computing, levying, collecting and transmitting the Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Assessments, (v) investing or depositing the Assessments or other monies, (vi) complying with the PID Act, and (vii) administering the construction of the Authorized Improvements.

**Affiliate(s)** means any other person directly controlling, or directly controlled by, or under direct common control with the Developer. As used in this definition, the term "control," "controlling" or "controlled by" shall mean the possession, directly, of the power either to (a) vote fifty percent

(50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Developer, or (b) direct or cause the direction of management or policies of the Developer, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Developer or any affiliate of such lender.

**Agreement** means this Trailhead Development Agreement.

**Assessment** means a special assessment levied by the City within the PID pursuant to Chapter 372, Texas Local Government Code, pursuant to an Assessment Ordinance, to pay for a specific portion of the Budgeted Cost, which shall be Authorized Improvement Costs.

**Assessment Ordinance** means an ordinance adopted by the City Council which levies Assessments on the Property within the PID in accordance with the PID Act to pay for a specified portion of the costs of certain Authorized Improvements and interest thereon set forth in the Service and Assessment Plan as well as the costs associated with the issuance of the PID Bonds that provide a special benefit to the Property.

**Assessment Roll(s)** means the Assessment Roll(s) attached to the Service and Assessment Plan or any other Assessment Roll in an amendment or supplement to the Service and Assessment Plan or in an annual update to the Service and Assessment Plan, showing the total amount of the Assessment against each parcel assessed under the Service and Assessment Plan related to the Authorized Improvements.

**Authorized Improvements** means those on-site and off-site public improvements, including, water, sewer, drainage, and roadway infrastructure and public improvements, needed to serve and fully develop the Property and to be constructed by the Developer or caused to be constructed by the Developer, including but not limited to the improvements listed in **Exhibit B** and as fully described in the SAP, and as authorized by Section 372.003 of the PID Act.

**Authorized Improvement Costs** means the actual costs of design, engineering, construction, acquisition, and inspection costs of the Authorized Improvements, and all costs related in any manner to the Authorized Improvements.

**Bond Indenture** or **Indenture** means a trust indenture by and between the issuer of PID Bonds and a trustee bank under which PID Bonds are issued and funds disbursed.

**Bond Ordinance** means an ordinance adopted by the City Council that authorizes and approves the issuance and sale of PID Bonds.

**Budgeted Cost** means, with respect to any given Authorized Improvement, the estimated cost of such improvement as set forth in **Exhibit B**.

**Certification for Payment Form** means a certificate which shall be submitted to the City no more frequently than monthly for work completed on any of the Authorized Improvements, in substantially the same form as **Exhibit G** attached hereto.

**City** means the City of Aubrey, Texas, a home-rule municipality located in Denton County, Texas.

**City Code** means the Code of Ordinances, City of Aubrey, Texas.

**City Council** means the City Council of the City.

**City Manager** means the current or acting City Manager of the City, or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Manager.

**City CCN** means City Water CCN No. 11234 and City Sewer CCN No. 20491 as it exists on the Effective Date of this Agreement and as expanded pursuant to **Section 5.2** of this Agreement.

**Close** *or* **Closing** means the purchase of the Property by the Developer in fee simple.

**Closing Date** means the date that Developer Closes and owns the Property in fee simple.

**City Regulations** mean City Code provisions, ordinances, design standards, uniform and international building and construction codes, and regulations duly adopted by the City which may be amended from time to time, and including a zoning ordinance for the Planned Development District adopted by the City, and the Development Regulations attached hereto as **Exhibit D** and subject to the provisions of **Section 10.1.**

**Concept Plan** means the Concept Plan attached hereto as **Exhibit C** and shall not mean the Concept Plan that is required for Planned Development District zoning.

**Cost Overruns** means actual Authorized Improvement Costs that are in excess of the Budgeted Costs set forth in the Service and Assessment Plan, as described in **Section 7.3.**

**Cost Underruns** means actual Authorized Improvement Costs that are less than the Budgeted Costs set forth in the Service and Assessment Plan, as described in **Section 7.4** for Authorized Improvements, or the actual Cost of water and wastewater improvements, as defined and described in **Section 7.4**, that are less than the Estimated Cost of the water and wastewater improvements identified in Section **Section 7.4** of this Agreement

**Developer** means SMC Development, LLC, a Texas limited liability company, and their successors and assigns, responsible for developing the Project or causing the Property to be developed in accordance with this Agreement.

**Development** means the new development on the Property constructed in accordance with this Agreement and which constitutes the Project.

**Effective Date** means the date upon which the last of all of the Parties have approved and duly executed this Agreement.

**End Buyer** means any Developer, developer, homebuilder, tenant, user, or owner of a Fully Developed and Improved Lot.

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

**Force Majeure** means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Agreement or delays such affected Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemics or pandemics; (g) governmental shutdowns; (h) actions or omissions of a governmental authority (including the actions of the City in its capacity as a governmental authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any applicable law or failure to comply with City Regulations; (i) changes in market condition; and (j) any strike or labor dispute involving the employees of the Developer or any Affiliate of the Developer, other than industry or nationwide strikes or labor disputes.

**Fully Developed and Improved Lot** means any lot in the Property, regardless of proposed use, intended to be served by the Authorized Improvements, and/or other public improvements, and for which a final plat has been approved by the City and recorded in the Real Property Records of Denton County, Texas.

**Home Buyer Disclosure Program** means the disclosure program, administered by the PID Administrator as set forth in a document in substantially the same form as **Exhibit E** that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID.

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

**Independent Appraisal** means, in establishing the appraised value, either (i) a "as-complete" appraisal delivered by an independent appraiser licensed in the State of Texas, which appraisal shall assume completion of the particular Phase for which said Assessments have been or will be levied, as applicable or (ii) a certificate delivered to the City by a qualified independent third party (which party may be the PID Administrator or a licensed appraiser) certifying on an individual lot type basis, the value of each lot in the particular Phase, as applicable, for which such Assessments have been levied based on either (x) the average gross sales price (which is the gross amount including escalations and reimbursements due to the seller of the lots) for each lot type based on closings of lots in such Phase for which the Assessments have been levied or (y) the sales price in the actual lot purchase contracts in the particular Phase for which such Assessments have been or will be levied, as applicable.

**Landowner(s)** means the Developer and any additional owners of property within the PID.

**Landowner Agreement** means an agreement by and between the City and a Landowner consenting to the form and terms of the PID Documents in a form substantially similar to **Exhibit F** attached hereto.

**Mustang SUD** *or* **Mustang** means the Mustang Special Utility District..

**Mustang SUD Exclusive CCN** means Mustang water CCN No. 11856 and Mustang wastewater CCN No. 20930 applicable to the area depicted as outlined solely by red and yellow lines in the CCN Map, **Exhibit C-3.**

**Mustang SUD Shared CCN** means Mustang water CCN No. 11856 and Mustang wastewater CCN No. 20930 applicable to the area depicted as outlined by red and yellow and by green and blue lines in the CCN Map, **Exhibit C-3.**

**Mustang SUD CCN** *or* **Mustang CCN** means both Mustang SUD Exclusive CCN and Mustang SUD Shared CCN.

**Notice** means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement) given in writing as provided in this Agreement.

**Parcel(s)** means any parcel of land located within a PID or TIRZ identified by either a tax map identification number assigned by the Denton Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the Real Property Records of Denton County.

**Park Development Fee** means the fee required by Section 5 of Article 4 of Chapter 10A, Subdivision Ordinance of the City in the amount set forth in Section 5.3 of this Agreement.

**PID** means a public improvement district to be considered for creation by the City for the benefit of the Property pursuant to Chapter 372, Texas Local Government Code, to be known as the Trailhead Public Improvement District.

**PID Act** means Chapter 372, Texas Local Government Code, as amended.

**PID Administrator** means a company, entity, employee, or designee of the City, who is experienced in public improvement districts and assessment administration and who shall have the responsibilities provided in the Service and Assessment Plan or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the PID.

**PID Bonds** means special assessment revenue bonds issued by the City through the PID.

**PID Bond Proceeds** means the funds generated from the sale of the PID Bonds.

**PID Resolution** means the resolution adopted by the Council creating a PID pursuant to Section 372.010 of the PID Act and approving the advisability of the Authorized Improvements.

**Professional Services Agreement** means an agreement between Developer and City obligating the Developer to deposit funds for City to utilize to pay the costs of professional services contracted for by City related to the Development, including without limitation costs of all third party professionals and consultants retained by the City, for the creation of the TIRZ, and the creation of the PID, including Administrative Expenses, in accordance with this Agreement and City's standard development processes and regulations.

**Project Fund(s)** means the interest-bearing construction fund account(s) as set forth in the applicable Bond Indenture.

**Property** means the real property described by metes and bounds on **Exhibit A**.

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

**Reimbursement Agreement** means the executed agreement between the City and the Developer, in the form substantially shown in **Exhibit I** in which Developer agrees to fund certain costs of the Authorized Improvements and the City agrees to reimburse Developer out of PID Bonds or Assessments for a portion of such costs of the Authorized Improvements funded by Developer with interest with the proceeds of Assessments as permitted by the PID Act.

**Roadway Authorized Improvements** means those roadway public improvements, as described in Subsection 5.5 and as shown on **Exhibit B-4**, which will serve and benefit the Property.

**Service and Assessment Plan or SAP** means a PID Service and Assessment Plan adopted by the City Council, as may be updated, supplemented, and amended annually, if needed, by the City Council pursuant to the PID Act for the purpose of assessing allocated costs against property located within the boundaries of the PID having terms, provisions and findings approved by the City, as required by this Agreement.

**Subdivision Regulations** or **Subdivision Ordinance** means Chapter 10, Subdivision Regulation, Exhibit 10A, Subdivision Ordinance, as amended from time to time.

**TIRZ** means a Tax Increment Reinvestment Zone encompassing the Property created by the City, subject to the consent and approval of the City Council, pursuant to the TIRZ Act.

**TIRZ Act** means Chapter 311, Texas Tax Code, as amended.

**TIRZ Fund(s)** means the fund(s) set up by the City in order to receive the TIRZ funds in accordance with this Agreement and the TIRZ Documents.

**TIRZ Documents** means, as it relates to the Property, the TIRZ Project and Finance Plan, and the TIRZ Ordinance, as may be amended.

**TIRZ Ordinance** means a City ordinance creating the TIRZ pursuant to the TIRZ Act, and any subsequent ordinances effectuating amendments thereto.

**TIRZ Project and Finance Plan** means the project and finance plan for the TIRZ approved in accordance with the TIRZ Act.

**TIRZ Projects** means those projects, including the Authorized Improvements, as estimated in **Exhibit B** through **Exhibit B-2**, to be undertaken by the PID as well as the TIRZ and included within the final approved TIRZ Project and Finance Plan.

**Water and Sewer Authorized Improvements** means those public improvements, as shown on **Exhibit B, B-1 and B-1**, which will serve and benefit the Property.

**Water and Sewer Offsite Improvements** means those public improvements, as shown on **Exhibit B-1,** which will serve and benefit the Property and which are located outside of the boundaries of the Property.

**Water and Sewer Improvements** means collectively the Water and Sewer Authorized Improvements and the Water and Sewer Offsite Improvements.

## ARTICLE II
## TRAILHEAD DEVELOPMENT

2.1 Scope of Agreement. This Agreement contemplates a plan for development of the Property in accordance with the City Regulations, except as same may be modified by this Agreement, together with future actions by the Parties, that if approved, will establish provisions for the apportionment, levying, and collection of Assessments on the Property within the PID, the construction of the Authorized Improvements, reimbursement, acquisition, ownership and maintenance of the Authorized Improvements, the issuance of PID Bonds for the financing of the Authorized Improvements benefitting the Property within the PID, the creation of the TIRZ for the Property, and the use of TIRZ funds.

2.2 Development Overview – Trailhead Development.

(a) The Developer will undertake or cause the undertaking of the design, development, and construction of the Development, including the Authorized Improvements and all other public improvements required herein or by applicable final plat(s). The Development consists of residential elements and amenities to support the residential elements, as generally shown on the Concept Plan attached as **Exhibit C** hereto, which is subject to modifications in accordance with **Section 10.7** of this Agreement.

(b) Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Authorized Improvements and all other public improvements required herein or by applicable final plat(s) to the City's standards and specifications and subject to the City's approval as provided herein and in accordance with City Regulations, and the Development Regulations as set forth in **Exhibit D** attached hereto.

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

## ARTICLE III
## PUBLIC IMPROVEMENT DISTRICT

3.1 Creation and Levy of Assessments. The Developer will submit to the City a petition to create the Trailhead Public Improvement District (the "PID") in accordance with the terms of this Agreement. The City shall initiate and consider for approval all necessary documents and

ordinances required under the PID Act, to create the PID, to levy the Assessments on property within the PID, and to prepare and consider for approval the Service and Assessment Plan providing for the levy of the Assessments on the property within the PID. Promptly following preparation and approval of a preliminary Service and Assessment Plan for the PID acceptable to the Developer and the City and subject to City Council making findings that the Authorized Improvements confer a special benefit on the property within the PID, the City Council shall consider an Assessment Ordinance. The Developer shall develop the Property consistent with the terms of this Agreement and any approved PID. The Assessments shall be levied prior to the City acceptance of the Authorized Improvements, subject to the City Council's discretion. At the time of such levy, the City intends to enter into the Reimbursement Agreement with the Developer and/or approve the issuance of PID Bonds. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act. A substantial form of the Reimbursement Agreement is attached hereto as **Exhibit I**; however, the final Reimbursement Agreement shall be as agreed upon by the Parties and approved by City bond counsel.

3.2 Acceptance of Assessments and Recordation of Covenants Running with the Land. Concurrently with the levy of the Assessment(s), the Landowners shall approve and accept in writing the levy of the Assessment(s) on all land owned by the Landowners and shall approve and accept in writing the Home Buyer Disclosure Program in substantially the same form as attached as **Exhibit E** hereto and shall cause to be recorded against the Property covenants running with the land that will bind any and all current and successor Developers and owners of the Property to: (i) pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such Assessments and the liens created thereby; and (ii) comply with the Home Buyer Disclosure Program.

3.3 PID Assessment Amount. A maximum overlapping tax rate equivalent for Parcels within the PID shall be set at a tax rate equivalent as requested by the Developer, limited only to achieve a maximum total tax stack of $3.09 per $100 in assessed value, after applying the TIRZ credit as detailed in the Service and Assessment Plan, when including all taxing entities at the time of the assessment of the Property based upon the estimated average home value as defined in the Service and Assessment Plan approved by the City Council. The City may not require the value to lien ratio for any PID Bonds to be higher than 1.5:1; provided that the value to lien ratio for any PID Bonds may be less than 1.5:1, in the sole discretion of the City Council. The appraised value of the portion of the PID in the applicable Phase to the par amount of PID Bonds issued with respect to such Phase shall be confirmed by the retail lot value in an Independent Appraisal unless such requirement is waived by the City in its sole discretion. Notwithstanding the foregoing, the value to lien ratio for Assessments shall be not less than 1:1.

## ARTICLE IV
## AUTHORIZED IMPROVEMENTS

4.1 Authorized Improvements. The Authorized Improvements and Estimated Costs set forth in **Exhibit B** through **Exhibit B-3** are subject to change and shall be updated consistent with the Service and Assessment Plan, the PID Act, the TIRZ Project and Finance Plan, and the TIRZ Act. The Authorized Improvements shall be identified and included on each approved final plat(s) for the Property as each final plat of the Property is approved by the City. The Developer may be

required to provide an updated **Exhibit B** through **Exhibit B-3** with each final plat application, consistent with the PID/TIRZ requirements and this Agreement. Upon approval by the City Council of an updated **Exhibit B** through **Exhibit B-5** with each final plat application, or update or amendment to the Service and Assessment Plan, this Agreement shall be deemed amended to include such approved updated **Exhibit B** through **Exhibit B-3**. The Authorized Improvement Costs and the timetable for installation of the Authorized Improvements will be reviewed in accordance with the PID/TIRZ requirements and in accordance with the City Regulations and the Development Regulations as set forth in **Exhibit D** attached hereto.

4.2 Construction, Ownership, and Transfer of Authorized Improvements.

(a) Construction Plans. The Developer shall prepare, or cause to be prepared, plans and specifications for each of the Authorized Improvements and all other public improvements required herein or by applicable final plat(s), and have them submitted to the City for approval in accordance with the City Regulations.

(b) Contract Award. The contracts for construction of Authorized Improvements shall be let in the name of the Developer. Developer's engineers shall prepare, or cause the preparation of, and provide all contract specifications and necessary related documents for the Authorized Improvements. The Developer shall administer the contracts. The Budgeted Costs, which are estimated on **Exhibit B**, shall be paid from the proceeds of PID Bonds, if the PID is approved, in accordance with the Bond Indenture, and/or reimbursed by the collected Assessments pursuant to the terms of the Reimbursement Agreement through the Certification for Payment Form process where the Developer or the Developer's assignee will submit invoices for payment.

(c) Construction Standards and Inspection. The Authorized Improvements will be installed within the public right-of-way or in easements granted without cost to the City. The Authorized Improvements shall be constructed and inspected in accordance with applicable state law, City Regulations and all other applicable development requirements, including those imposed by the City and any other governing body or entity with jurisdiction over the Authorized Improvements.

(d) Competitive Bidding. This Agreement and construction of the Authorized Improvements, including, without limitation, the TIRZ Projects, are anticipated to be exempt from competitive bidding pursuant to Section 252.022(a)(9) of the Texas Local Government Code based upon current cost estimates. However, in the event that the actual costs for the Authorized Improvements do not meet the parameters for exemption from the competitive bid requirement, then alternative delivery methods may be used by the City as allowed by law.

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

(f) Authorized Improvements Constructed on the Property. If an Authorized Improvement is to be constructed upon land owned by the City, the City agrees to grant to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvement. If an Authorized Improvement is on land owned by the Developer, the Developer shall dedicate easements by plat or shall execute and deliver to the City such access and maintenance easements as the City may reasonably require in recordable form, and the Developer hereby grants to the City a permanent access and maintenance easement, as evidenced on the final plat of the Property, to enter upon such land for purposes related to inspection and maintenance of the Authorized Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Authorized Improvement as required by the City Regulations or this Agreement or in the City's reasonable judgment to be granted to provide for convenient access to and routine and emergency maintenance of such Authorized Improvement. The provisions for inspection and acceptance of such Authorized Improvements shall be in accordance with the City Regulations except as modified by this Agreement.

4.3 Operation and Maintenance of Authorized Improvements.

(a) Upon inspection, approval, and acceptance of the certain Water and Sewer Authorized Improvements or any portion thereof, City shall own, maintain and operate the accepted Water and Sewer Authorized Improvements, as identified in **Exhibits B-1 and B-2,** and provide water and sewer service to the Property.

(b) Upon inspection, approval, and acceptance of the Authorized Improvements or any portion thereof, the City shall own, maintain and operate such accepted Authorized Improvements.

(c) The Developer shall construct or cause to be constructed and the HOA, as applicable, shall maintain, repair, replace, and operate, the open spaces, common areas, right-of-way irrigation systems, right-of-way landscaping, screening fences/walls, and any other common improvements or appurtenances not maintained and operated by the City, including without limitation those identified in **Exhibit C-1** and **Exhibit C-2**.

## ARTICLE V
## ADDITIONAL DEVELOPER AND CITY OBLIGATIONS; INFRASTRUCTURE

5.1 Mandatory Homeowners' Association. The Developer will create a mandatory homeowners' association ("HOA") over residential portions of the Property, which HOA, in accordance with City Regulations and through its covenants, conditions and restrictions filed in the Real Property Records of Denton County or its by-laws, shall be required to assure compliance with this Agreement, and shall be required to remain solvent and assess and collect from owners annual fees in an amount calculated to operate and maintain the open spaces, common areas, detention ponds, screening walls, detention areas, and other related improvements or appurtenances that are not required to be dedicated or maintained and operated by the City within the residential portion of the Property. Common residential areas, including but not limited to all landscaped entrances to the residential portions of the Property, and all other improvements not maintained by the City shall be maintained solely by the HOA. Developer shall enforce or cause

to be enforced covenants, conditions and restrictions on the Property; failure of Developer to take all necessary action to enforce or cause the enforcement of the covenants, conditions and restrictions shall be a breach of this Agreement. This obligation of Developer shall terminate on the earlier of the date that HOA control passes from the Developer or the termination of this Agreement.

5.2 Water and Wastewater CCN.

(a) The Parties acknowledge that on the Effective Date of this Agreement:

(i) an approximate 50 acres of the Property, identified as MA-1 the CCN Map, **Exhibit C-3**, is located partially within Mustang SUD water CCN No. 11856 and Mustang SUD wastewater CCN No. 20930 (collectively "Mustang Shared CCN") and is also located within the City's water CCN No. 11234 and wastewater CCN No. 20491, respectively (collectively "City CCN"); and

(ii) an approximate 134 acres of the Property, identified as M-1 on the CCN Map, **Exhibit C-3**, is located wholly within Mustang SUD water and wastewater CCN No. 11856 and CCN No. 20930 respectively (collectively "Mustang Exclusive CCN").

(b) The Parties further acknowledge that the City intends to negotiate with Mustang SUD to obtain Mustang SUD consent to serve the Mustang Shared CCN and to transfer the Mustang Exclusive CCN to City so that City is the exclusive provider of water and wastewater service to the Property.

(c) In the event that City is unable to successfully obtain an agreement from Mustang and to negotiate a transfer of the Mustang CCN to allow City to be the exclusive water and wastewater provider to the Property, Developer agrees to petition the Public Utility Commission of Texas (the "PUC"), for decertification of the Mustang CCN and transfer to City pursuant to Texas Water Code Section 13.2541 at the Developer's sole cost and expense, to: (i) remove the Property from Mustang Exclusive CCN, and (ii) expand the City's CCN to include the portion of the Property located within the Mustang Exclusive CCN. City agrees to support application(s) to the PUC to expand the City's water CCN to include the Property, and to execute any documentation reasonably necessary to help facilitate such CCN expansion.

(d) The Parties agree that all costs and expenses incurred by City to receive consent from Mustang SUD to serve the Property and for City to obtain the Mustang CCN to exclusively serve the Property shall be born by Developer, including the cost of obtaining Mustang consent and the costs of acquisition of the Mustang CCN. Futher, the Parties agree that costs incurred by Developer for petition to the PUC and for reimbursement to City pursuant to this Section shall be reimbursable to Developer through the PID and/or the TIRZ as allowed by law and in accordance with the SAP and the TIRZ Project and Finance Plan. Costs incurred by City pursuant to this Section shall be paid by Developer within thirty (30) days of the date of City's written notice to Developer.

(e) In the event that the City is unable to acquire the Mustang CCN pursuant to the process set forth in this Section, the Parties agree to amend the terms of this Agreement related to water and wastewater service only and to address the change in the approval and acceptance process for water and wastewater utilities serving the Property.

5.3 Water and Wastewater Service Matters.

City Service Provider. Upon the approval by the PUC of the expansion of the City CCN pursuant to Section 5.2 of this Agreement to include the Property designating City as the exclusive water and wastewater provider for the Property, and upon City inspection, approval, and acceptance of the Water and Sewer Improvements identified on **Exhibit B-1** and **Exhibit B-2,** the City shall maintain and operate the Water and Sewer Improvements and shall be the exclusive retail provider for both water and wastewater service to the customers located within the Property.

5.4 Water and Wastewater Improvements.

(a) Offsite Water Improvements – **Developer Construction**. In addition to the on-site water improvements, the Developer shall construct a sixteen (16") inch waterline from Blackjack Road along the Minor Arterial and Cole Road as required for adequate water service within the Development, identified as **Project W1.1** and depicted in **Exhibit B-1** (the "16" Waterline"). Based upon a rough proportionality analysis, sixty-four percent (64%) of the cost of the 16" Waterline is attributable to the Property (the "Developer Share"). Therefore, the City shall reimburse the Developer thirty-six percent (36%) of the actual cost of the 16" Waterline (the "City Percentage"). The estimated cost of Project W1.1 is set forth in **Exhibit B-1** hereto (the "City Estimated Share"). The Parties understand and agree that the final amount due by City for the City Percentage shall be based upon the City Percentage applied to the actual costs of construction of the 16" Extension (the "City Share"). City shall pay the City Share for construction of the 16" Waterline in accordance with **Section 5.4(c)(iv)** of this Agreement and shall only be liable for City Share.

(b) Offsite Water Improvements – **City Construction; Developer Payment**.

(i) **Project W1.2 - 16" Extension**. The City shall construct a sixteen inch (16") water line extension from Highway 377 to the Trailhead property identified as **Project W1.2** and depicted on **Exhibit B-1** (the "16" Extension"). Based upon a rough proportionality analysis, sixty-four percent (64%) of the cost of the 16" Extension is attributable to the Property, and Developer shall pay sixty-four percent of the actual cost of the 16" Extension (the "Developer Percentage"). The estimated cost of Project W1.2 is set forth in **Exhibit B-1** hereto. Within thirty (30) days of City's written notice to Developer, Developer shall remit to City the Estimated Developer Share set forth in **Exhibit B-1** (the "Developer Estimated Share").

(ii) **Project W3 – Line Extension**. The Development requires a looped water system. The City shall construct a sixteen inch (16") water line extension identified as **Project W3** from Blackjack on Hwy 377 to Cole Road as depicted on **Exhibit B-1** (the "Line Extension"). Based upon a rough

proportionality analysis, _____ percent (__%) of the cost of the Line Extension is attributable to the Property, (the "Developer Percentage"). The estimated cost of **Project W3** is set forth in **Exhibit ___** hereto (the "Estimated Developer Share"). In full and final consideration of and in lieu of payment due by Developer for the Developer Share (defined in subsection (iii) below) of the Line Extension, Developer shall dedicate to City a one (1) acre of land to be used for a future public use, including without limitation an elevated water tower site as identified on **Exhibit C** (the "Public Use Property"). The Public Use Property shall be dedicated to City by Developer in fee simple within thirty (30) days of City's written request following approval of the final plat for the Property.

(iii) **Actual Costs – Overpayments and Underpayments**. The term "cost" as utilized in this Section means all actual costs and expenses incurred by a Party and paid by that Party for the design and construction of a project, including engineering and other professional services fees for construction management. The Parties understand and agree that the final amount due by Developer for the Developer Percentage shall be based upon the Developer Percentage applied to the actual costs of construction of the applicable project identified herein (the "Developer Share"). In the event that the Developer Share exceeds the Estimated Developer Share, Developer shall pay the excess amount within thirty (30) days of written demand by City (the "Underpayment"). In the event that Developer fails or refuses to timely remit such Underpayment, City shall be entitled to refuse issuance of building permits for the Development. In the event that Estimated Developer Share is less than the Developer Share (the "Overpayment"), City shall remit the Overpayment to Developer within thirty (30) days of the later of the date of City's final acceptance of the 16" Extension or City's final payment to the contractor(s) constructing the 16" Extension.

(c) Offsite Wastewater Improvements – **Developer Construction; City Oversizing Cost and Payment**.

(i) **Project S4 - 10" Sanitary Sewer Line – Developer Construction**. In addition to the on-site sewer improvements, the Developer, at its sole cost and expense, shall construct a ten inch (10") sanitary sewer line from the sewer shed boundary to the gravity line at the Highpointe Development, identified as **Project S4** in **Exhibit B-1** (the "10" Line").

(ii) **City Oversizing – Developer Construction.** The City has determined that oversizing of the sewer improvements are needed to serve property other than the Development, City desires for the sewer line to be oversized, and City has agreed to pay its proportionate share of the such oversizing costs as they become due and payable under the Developer's Construction Contract (defined below). The following sewer infrastructure projects shall

be constructed by the Developer with oversizing participation by the City (hereinafter collectively "Sewer Main Projects")**:**

**Project S1 – 18" Sewer Main and Project S3.1- 14" Sewer Main.** The Developer shall construct or cause the construction of an eighteen inch (18") sewer main located within the Property and identified as **Project S1** in **Exhibit B-1** (the "18" Line"). The Developer shall also construct or cause the construction of a fourteen inch (14") force sewer main identified as **Project S3.1** in **Exhibit B-1** which shall extend from the Pecan Creek North Lift Station to Blackjack Road (the "14" Line"). Based upon a rough proportionality analysis, nineteen percent (19%) of the cost of **Project S1** and **Project S3.1** are attributable to the Development (collectively the "Sewer Main Projects"). The City has agreed to pay the actual costs of oversizing of the Sewer Main Projects from the ___inch (__#) and the ___inch (__#) required by the Development to the 18" Line and 14" Line desired by City (the "City Oversizing Cost"). The estimated City Oversizing Cost of **Project S1** is set forth in **Exhibit B-1** hereto (the "Estimated City Oversizing Cost"). City shall reimburse the Developer eighty-one percent (81%) of the City Oversizing Cost in accordance with subsection (c)(iv) of **Section 5.4** of this Agreement. The Parties understand and agree that the final amount due by City for the City Oversizing Cost shall be based upon the applicable City percentage of responsibility for the Sewer Main Project(s) applied to the actual costs of construction of the applicable Sewer Main Project(s) as identified herein (the "City Share").

(iii) **Developer Dedication of Lift Station Property; City Construction.** Developer shall dedicate to City a 0.25 acre tract of land to be used for a the Lift Station constructed by City and for the Development, the location of which shall be as identified on the **Exhibit C**, Concept Plan (the "Lift Station Property"). The Lift Station Property shall be dedicated to City by Developer in fee simple within thirty (30) days of City's written request following approval of the final plat for the Property.

(iv) **Developer Construction Contracts for Oversizing.** Following the Effective Date, Developer shall enter into a contract or contracts with a contractor or contractors (collectively or individually, "Contractor"), to construct the Sewer Main Projects described in subsection (c)(ii) of this Section 5.4 (the "Construction Contract"). The Construction Contract (and any change orders thereto) shall be submitted to the City for its review and consideration prior to execution, and upon execution, Developer shall provide the City with a true and correct copy of the Construction Contract (and any change orders executed following such execution). In the event the City finds, in the City's reasonable discretion, that the Construction Contract amount (including any change orders thereto) is excessive, the City shall notify the Developer and the Developer shall seek to reduce the cost ("Construction Cost" or "Costs") of the Construction Contract (and any change orders thereto) to the amount reasonably determined by the City and

within City's budget. Upon entering into the Construction Contract, the construction of the Projects shall be promptly commenced and thereafter diligently prosecuted to completion on or before **eighteen (18)** months after the Effective Date of this Agreement. All work on the Projects shall be performed in a good and workmanlike manner and in accordance with the approved plans and all applicable laws, ordinances, rules, standards, regulations, and codes, and in accordance with the terms of this Agreement.

All Construction Contracts for Sewer Projects shall provide performance, payment, and maintenance bonds in the amount of one hundred percent (100%) of the cost of the Sewer Projects. The City shall be listed as dual obligee on each such bond and all bonds shall be provided on the forms required by the City for City projects. Construction Contracts shall also require Contractor to provide insurance in the form required by City for City projects and shall list the City as additional insured.

(v) **City Payment of Oversizing Costs – City Share**. Payment of the City Share of City Oversizing Cost shall be made in accordance with and is subject to the following:

(A) During the course of construction of the Sewer Projects, it is anticipated that the Contractor will, as portions of the work on the Sewer Projects are completed, submit to Developer a request for a progress payment or an invoice (each being a "Contractor Invoice") for the applicable portion of the work completed (the "Applicable Completed Portion"). Following its receipt of a Contractor Invoice, Developer shall submit to the City:

- a true and correct copy of the Contractor Invoice (together with all attachments, documents, and materials applicable thereto and such other information as the City may reasonably request in connection therewith), and

- an invoice for that portion of the City Share of the City Oversizing Cost applicable to the Contractor Invoice for the applicable Sewer Project (which shall not exceed the percentage set forth herein for the applicable Sewer Project) Invoice less City's Retainage withheld (described below), and shall show the total Contract price paid to the Contractor to date (the "Reimbursement Invoice").

(B) Each Reimbursement Invoice shall be accompanied by a certification from Developer that the Applicable Completed Portion for which a disbursement has been requested has been:

- completed in accordance with the Construction Contract and with all approved plans, laws, ordinances, standards, codes,

rules and regulations of the United States, the State of Texas, the City, and any other governmental entity having jurisdiction (including, without limitation, the standards of the Americans with Disabilities Act of 1990), and with this Agreement, and

- paid for by Developer in accordance with the Construction Contract, and

- shall include copies of duly executed partial lien waivers from the Contractor (and the Contractor's subcontractors and material suppliers) establishing payment or satisfaction of payment to the same with respect to the Applicable Completed Portion.

(C) The Reimbursement Invoice shall also be accompanied by a copy of the Contractor's certificate of payment to subcontractors and material suppliers for work completed through the Applicable Completed Portion, and by a certificate (sealed by the Project Engineer) from the Sewer Project Engineer that the Applicable Completed Portion has been completed in accordance with the Construction Contract.

(D) Payment of the final portion of the Reimbursement Amount is further conditioned on and subject to the City's prior receipt from Developer of all guarantees and warranties from the Contractor, subcontractors, vendors, suppliers, or manufacturers, in connection with or relating to all or any portion of the work on the Sewer Project(s).

(d) Offsite Wastewater Improvements – **City Construction; Developer Escrow**.

(i) **Project S2 – Lift Station**. The City shall design and construct a sewer lift station identified as **Project S2** and depicted on **Exhibit B-1,** and each Party shall pay its proportionate share of the actual cost of **Project S2** (the "Lift Station"). Based upon a rough proportionality analysis for the Development, forty-seven percent (47%) of the cost of the **Project S2** is attributable to the Development, and Developer shall pay forty-seven percent of the actual cost of the Lift Station (the "Developer Percentage"). The estimated cost of **Project S2** is set forth in **Exhibit B-1** hereto (the "Estimated Developer Share"). Within thirty (30) days of City's written notice to Developer, Developer shall remit to City the Estimated Developer Share.

(ii) **Project S3.2 – 14" Sewer Main**. The City shall design and construct a fourteen inch (14") force sewer main from Blackjack Road to the Pecan Creek Lift Station, identified as **Project S3.2** in **Exhibit B-1,** and each Party shall pay its proportionate share of the cost of **Project S3.2 (the** "14" Line"). Based upon a rough proportionality analysis for the Development, nineteen percent (19%) of the cost of **Project S3.2** is attributable to the Development, and Developer shall pay nineteen percent (19%) of the actual cost of **Project S3.2** (the "Developer Percentage"). The estimated cost of **Project S2** is set forth in **Exhibit B-1,** hereto (the "Estimated Developer Share"). Within thirty (30) days of

City's written notice to Developer, Developer shall remit to City the Estimated Developer Share.

(e) **Actual Cost; Overpayment and Underpayment**. The term "cost" as utilized in this Section means all actual costs and expenses incurred by a Party and paid by that Party for the design and construction of a project, including engineering and other professional services fees for construction management. The Parties understand and agree that the final amount due by Developer for the Developer Percentage shall be based upon the Developer Percentage applied to the actual costs of construction of the applicable project identified herein (the "Developer Share"). In the event that the Developer Share exceeds the Estimated Developer Share, Developer shall pay the excess amount within thirty (30) days of written demand by City (the "Underpayment"). In the event that Developer fails or refuses to timely remit such Underpayment, City shall be entitled to refuse issuance of building permits for the Development. In the event that Estimated Developer Share is less than the Developer Share (the "Overpayment"), City shall remit the Overpayment to Developer within thirty (30) days of the later of the date of City's final acceptance of the 16" Extension or City's final payment to the contractor(s) constructing the Sewer Project(s).

5.5 Roadway Improvements. Developer will, at no cost to City but in a manner that would permit reimbursement of the cost through the PID, construct a two-lane roadway extension and the required intersection improvements for Cole Road and the Minor Arterial Road along the north and east side of the Property beginning at the northwest corner of the Property, continuing to the southeast corner of the Property (the "On-site Roadway Improvements") and concluding with a connection to Blackjack Road south of the Property (the "Off-site Roadway Improvements") (together the On-site Roadway Improvements and Off-site Roadway Improvements shall collectively refer to the "Roadway Authorized Improvements"), attached hereto as **Exhibit B, B-1, and B-2**. To the extent required and allowed by law, prior to commencement of any work on the Roadway Authorized Improvements, the City will review its capital improvement plan for purposes of determining eligibility for updates to such capital improvement plan which include the Roadway Authorized Improvements as required for the Development in order to allow Developer to be reimbursed for such costs associated therewith. Developer and the City acknowledge and agree that the Off-Site Roadway Authorized Improvements will be constructed by the Developer with future phases of the Development at an agreed upon time. Developer and the City acknowledge and agree that Developer shall have no obligation to construct any other offsite roadway improvements. The City and Developer acknowledge and agree that the Roadway Authorized Improvements are essential to the Development, and beneficial to the City as public use. The Roadway Authorized Improvements are, or are anticipated to be, a portion of the City's master thoroughfare plan.

5.6 City Park Dedication/ Floodplain/Floodway Dedication/Park Development Fees. The Developer shall dedicate a minimum of eleven (11) acres of public park land and no fee in lieu of payment shall be required. . The park shall include the elements more specifically described in the Development Regulations, **Exhibit D**.

5.7 City Park Development Fees. Developer shall pay Park Development Fees in accordance with the requirements of Section 5, Park Land and Public Facility Dedication, of Article 4, Public Sites and Open Spaces of the City's Subdivision Ordinance.

5.8. Open Space. The Developer shall provide a minimum of five (5) acres of open space net of floodplain with right to public access. The open space shall be provided in accordance with the Open Space Plan, in the Development Regulations, **Exhibit C1** and shall include elements more specifically described in **Exhibit C1** and **Exhibit D**.

5.9 Amenity Center. Developer agrees to construct an amenity center that will at minimum provide a swimming pool, pool deck, required parking spaces, restrooms, an outdoor gathering area and associated facilities as more specifically described in the Development Regulations, **Exhibit D** hereto, (the "Amenity Center"). Owners agree to cause the HOA to operate and maintain the Amenity Center at HOA's sole expense. Owners agree that the construction of the Amenity Center will be completed and shall have a certificate of occupancy no later than the issuance of the 500th residential building permit by the City, that Owners shall diligently and continuously devote sufficient funds and resources to the construction of the Amenity Center so that the Amenity Center is completed no later than twelve (12) months from the commencement of construction. Owners further agree that failure to timely complete construction and obtain a certificate of occupancy for the Amenity Center in accordance with the terms of this Agreement shall entitle the City to cease issuance of building permits for the Property, and at City's discretion, may result in stop work orders for Public Improvements in all future phases of the Development until Owners have complied with the terms of this Section.

## ARTICLE VI
## PID BONDS

6.1 PID Bonds. The City shall consider issuing PID Bonds, in one or more series, solely for the purposes of financing the costs of the Authorized Improvements and related costs (excluding Administrative Expenses) and paying issuance costs, Administrative Expenses, and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, if any, a debt service reserve fund, and the Project Fund). The Developer has determined and hereby agrees that the maximum aggregate principal amount of PID Bonds will not exceed **EIGHTY MILLION AND 00/100 DOLLARS ($80,000,000.00).** The City staff will, from time to time, submit to the City Council agenda items to approve the issuance of PID Bonds by the City (in one issue or in a series of issues over the years as set out in any PID approved by the City) in an amount up to, but not to exceed, the maximum aggregate principal PID Bond amount of **EIGHTY MILLION AND 00/100 DOLLARS ($80,000,000.00).** Notwithstanding the foregoing, the City's obligation to approve the issuance of PID Bonds is at the sole discretion of the City and is subject to the City's review and confirmation that the Assessments are reasonable relative to the market as determined by the City Council and that Developer is in compliance with all of its obligations under the terms of this Agreement. The following terms shall apply to PID Bond Issuances:

(a) Each series of PID Bonds shall be issued with the terms deemed appropriate by the City Council at the time of issuance, if at all.

(b) The following conditions must be satisfied prior to the City's consideration of the sale of PID Bonds:

(i) The Developer shall have requested, in writing, the issuance of PID Bonds;

(ii) The Developer shall have submitted to the City all requested and required preliminary information necessary to evaluate a PID Bond issuance for each Phase and to accomplish the levy of Assessments and the issuance of PID Bonds, which production shall be deemed satisfied upon the submission of the following:

(A) Total acreage of residential property, commercial property, open space, multi-family property, non-developable property within the Phase for which Assessments are to be levied;

(B) Engineers' opinion of probable costs (dated within the last 3 months prior to submission) for all improvements within the Phase for which Assessments are to be levied;

(C) Any required Traffic Impact Analysis improvements within the Phase for which Assessments are to be levied;

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

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

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

(G) Assumptions for number of residential lots

1. Total number of lots by type;

2. Total estimated value per lot;

3. Total estimated value of final home value;

4. The values provided in 1-3 above based on phasing plan/absorption schedule

(H) Map of Property

(I) Proposed Concept Plan

1. With construction phasing identified by map and cost

2. Location of any open space maintained by HOA

3. Total acreage of open space maintained by HOA

4. Map/locations of improvements to be financed by the

applicable PID

5. Onsite improvements by Phase

6. Offsite improvements by Phase

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

(K) Any other information determined necessary by City's Bond Counsel to evaluate PID Bond issuance.

Provided, however, the City and Developer acknowledge and agree that such preliminary information may be modified, and Developer shall not be exclusively bound by the preliminary information provided under this Section.

(iii) The maximum aggregate par amount of the PID Bonds to be issued by the City shall not exceed **EIGHTY MILLION AND 00/100 DOLLARS ($80,000,000.00).**

(iv) The Developer or its Affiliates, or another entity that has purchased a portion of the Property for development, shall own all property within each Phase of the PID prior to the levy of Assessments for such PID Phase or have otherwise complied with Section 6.4 "Transfer of Property" herein. The City shall not levy Assessments without a Landowner Agreement from each property owner within the area to be assessed by the City.

(v) No Event of Default by the Developer has occurred or no event has occurred which but for notice, the lapse of time or both, would constitute an Event of Default by the Developer pursuant to this Agreement, except that if an Event of Default has occurred and has been cured by the Developer, it shall not prevent the issuance of PID Bonds by the City;

(vi) The PID Bonds must be marketable by a reputable Underwriter to a reputable purchaser at a reasonable rate of interest as determined by the City's financial advisor.

(vii) PID bonds may not be issued through a third-party conduit and all PID bond issues must be approved by the Texas Attorney General;

(viii) The Developer shall have agreed to the reasonable continuing disclosure requirements required by the Underwriter or by the purchasers of the PID Bonds and shall be current in all past continuing disclosure obligations.

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

(d) the maximum maturity for PID Bonds shall not exceed 30 years from the date of delivery thereof;

(e) the maximum tax equivalent assessment rate for the assessment levy shall not exceed $3.09 per $100.00 projected buildout taxable assessed value per parcel;

(f) the aggregate principal amount of all PID Bonds issued and to be issued for the PID shall not exceed **EIGHTY MILLION AND 00/100 ($80,000,000)**, except that said not-to-exceed amount may be adjusted based on actual interest rates and/or assessed values, subject to the limitations prescribed by this Section;

(g) if requested by the City, delivery by Developer to the City of a certification or other evidence from an independent appraiser or other professional acceptable to the City confirming that the special benefits conferred on the properties being assessed for the PID Projects increase the value of the property by an amount at least equal to the amount assessed against such property;

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

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

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

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

(l) review and approval by the City of the plats and construction plans for the PID Projects for which the respective series of PID Bonds are being issued to fund;

(m) the PID Administrator has certified that the specified portions of the costs of the PID Projects to be paid from PID Bond Proceeds are eligible to be paid therewith;

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

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

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

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

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

(s) Developer agrees to provide periodic information and notices of material events regarding Developer and Developer's development of the Property within the PID in accordance with Securities and Exchange Commission Rule 15c2-12 and any Developer Continuing Disclosure Agreement;

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

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

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

(w) except for the first phase of the Development, Developer has completed and the City has accepted the Authorized Improvements for the previous phase of the Development.

6.2. Developer Cash Contribution. At closing on any series of PID Bonds intended to fund construction of Authorized Improvements, if the PID Bond Proceeds are not sufficient to pay the Authorized Improvement Costs for the Phase to which such PID Bond Proceeds relate, the Developer shall be required to provide the cash in the amount of the difference between the Authorized Improvement Costs for each PID Phase and the amount of PID Bond Proceeds available for such PID Phase and minus any approved Developer expenditures of Authorized Improvement Costs for such PID Phase as confirmed and approved by the City or its PID Administrator (the "Deficit") as illustrated below:

Total Amount of Authorized Improvement Costs of the PID Phase being financed by Bond Proceeds
- PID Bond Proceeds deposited to Project Fund
- Verified and approved Developer expenditures of Authorized Improvement Costs for the PID Phase
= Total amount of Deficit

For the Deficit, the Developer, must deposit cash in the amount of Deficit to a designated account under the applicable Indenture from which funds may be drawn to pay the Authorized Improvement Costs for such Phase; The determination of the amount of the Deficit shall be estimated prior to pricing of each series of PID Bonds and shall be finalized within five (5) days of pricing of each series of PID Bonds. Any required cash deposit shall be provided at closing of the applicable series of PID Bonds.

6.3 Apportionment and Levy of Assessments. In order to be reimbursed from Assessments, the Reimbursement Agreement must be entered into prior to the acceptance of the Authorized Improvements. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act.

Concurrently with the levy of the Assessments on each PID Phase, the Developer and its Affiliates shall execute and deliver a Landowner Agreement in the form attached as **Exhibit F** for all land owned or controlled by Developer or its Affiliates, or otherwise evidence consent to the creation of the levy of Assessments therein and shall record evidence and notice of the Assessments in the real property records of Denton County. The City shall not levy Assessments on property within the PID without an executed Landowner Agreement from each landowner within the PID whose property is being assessed.

6.4 Transfer of Property. Notwithstanding anything to the contrary contained herein, no sale of property within a Phase of the PID in which Assessments are to be levied, shall occur prior to the City's levy of Assessments in such Phase of the PID unless the Developer provides the City with an executed Landowner Agreement executed by such purchaser with respect to the purchased property prior to the levy of the Assessments. In addition, evidence of any transfer of property in the PID prior to the levy of Assessments on such property shall be provided to the City prior to the levy of Assessments on such property. The City shall require consent of each of the owners of Assessed Property in the PID to the levy of Assessments on each property and to the creation of the PID prior to Assessments being levied on such owner's property, which shall be satisfied by the execution of the Landowner Agreement. The Developer understands and acknowledges that evidence of land transfer, the execution of the Landowner Agreement, appraisal district certificate and property record recording will be required from each Assessed Property Owner in order to levy the Assessments. The Developer shall provide all reasonably necessary documentation to the City with respect to any land transfers.

6.5 Non-Bank Qualified Debt.

(a) In any calendar year in which PID Bonds are issued, the Developer agrees to pay the City additional costs occurring solely from the difference in interest cost ("Additional Costs") the City may incur in the issuance of City obligations (the "City Obligations") as described in this Section if the City Obligations are deemed not to qualify for the designation of "qualified tax-exempt obligations" ("QTEO") as defined in section 265(b)(3) of the Internal Revenue Code of 1986, as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this Section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law. Additionally, the City will provide the Developer on an annual basis no later than December 15th each year the projected amount of City Obligations to be issued in the upcoming year based on its annual budget process.

(b) In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its Financial Advisor, shall calculate the estimated Additional Costs based on the market conditions as they exist approximately forty-five (45) days prior using independent third

party public pricing information to the date of the pricing of the PID Bonds (the "Estimated Additional Costs"), the City shall provide a written invoice to the Developer, and the Developer shall have 10 days to review and provide input on the calculation to the City. The Developer shall pay such Estimated Additional Costs to the City on or before the earlier of (i) ten (10) business days after the date of the City's invoice or (ii) fifteen (15) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any issue of PID Bonds until the Developer has paid to the City the Estimated Additional Costs related to the PID Bonds then being issued. The Estimated Additional Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City's approval of the City Obligations, the City's Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the "Actual Increased Costs"). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased Costs. In the event the Actual Increased Costs are less than the Estimated Additional Costs, the City will refund to the Developer the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased Costs. If the Actual Increased Costs are more than the Estimated Additional Costs, the Developer will pay to the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased Costs. If the Developer does not pay the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased Costs, the Developer shall not be paid any reimbursement amounts under the Reimbursement Agreement related to the PID or the Project until such payment is made in full.

(c) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City's Financial Advisor shall calculate the estimated Additional Costs based on the market conditions as they exist approximately forty-five (45) days prior to the date of the pricing using independent third party public pricing information of the City Obligations (the "Estimated Additional City Obligation Costs"), the City shall provide a written invoice to the Developer, and the Developer shall have 10 days to review and provide input on the calculation to the City. The Developer shall pay such Estimated Additional City Obligation Costs to the City at least fifteen (15) days prior to pricing the City Obligations. If the Developer has not paid the Estimated Additional City Obligation Costs to the City by the required time, the City, at its option, may elect to designate such City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year. The Estimated Additional City Obligation Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City's approval of the City Obligations, the City's Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the "Actual Increased City Obligation Costs"). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased City Obligation Costs. In the event the Actual Increased City Obligation Costs are less than the Estimated Additional City Obligation Costs, the City will refund to the Developer the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased City Obligation Costs. If the Actual Increased City Obligation Costs are more than the Estimated Additional City Obligation Costs, the Developer will pay to the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual

Increased City Obligation Costs. If the Developer does not pay the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased City Obligation Costs, the Developer shall not be paid any reimbursement amounts under the Reimbursement Agreement(s) related to the PID or the Project until such payment is made in full.

(d) To the extent any developer(s) or the Developer(s) (including the Developer, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or Developer(s) (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or Developer(s) (including the Developer, as applicable) as necessary so as to put all developers and the Developer so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of such Additional Costs.

(e) The City shall charge Additional Costs attributable to any other developer or the Developer on whose behalf the City has issued debt in the same manner as described in this Section 6.2, and the Developer shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of the Developer's portion had already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to the Developer. The portion owed by the Developer shall be determined by dividing the total bond proceeds from any debt issued on behalf of the Developer in such calendar year by the total bond proceeds from any debt issued by the City.

## ARTICLE VII
## PAYMENT OF AUTHORIZED IMPROVEMENTS

7.1 Overall Requirements. The City shall not be obligated to provide funds for any Authorized Improvements or other public improvements except from the proceeds of the PID Bonds or from Assessments pursuant to the Reimbursement Agreement. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds available for reimbursement of the costs of the Authorized Improvements or other public improvements will be sufficient for the construction or acquisition of all of the Authorized Improvements or other public improvements. Any costs of the Authorized Improvements or other public improvements in excess of the available PID Bond Proceeds or Assessments pursuant to the Reimbursement Agreement, shall not be paid or reimbursed by the City. The Developer acknowledges and agrees that any lack of availability of monies in the Project Fund established under the Indenture to reimburse the costs of the Authorized Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Authorized Improvements or other public improvements required by this Agreement, or any other agreement to which the Developer is a party, or any governmental approval to which the Developer or Property is subject.

7.2 Improvement Account of the Project Fund. On the date of issuance of any PID Bonds, the City shall establish an improvement account of the Project Fund in accordance with the applicable Bond Indenture. Any improvement account of the Project Fund shall be maintained as provided in the Bond Indenture and shall not be commingled with any other funds of the City. Any improvement account of the Project Fund shall be administered and controlled (including signatory

authority) by the City, or the trustee bank for the PID Bonds, and funds in the improvement account of the Project Fund shall be deposited and disbursed in accordance with the terms of the Bond Indenture. In the event of any conflict between the terms of this Agreement and the terms of the Bond Indenture relative to deposit and/or disbursement, the terms of the Bond Indenture shall control.

7.3 Cost Overrun. In advance of the Developer letting a contract for the Authorized Improvements, the City shall confirm that the cost for construction of such Authorized Improvements is generally consistent with the Budgeted Costs provided on **Exhibit B,** as amended from time to time pursuant to this Agreement. If the total actual cost of an Authorized Improvement (or segment or section thereof) exceeds the Budgeted Cost for such Authorized Improvement (or segment or section thereof) (a "Cost Overrun"), the Developer shall be solely responsible for the remainder of the actual costs of the Authorized Improvements Costs (or segment or section thereof), except as provided for in Section 7.4 below.

7.4 Cost Underrun. If, at the time the City has, with respect to applicable Authorized Improvements, accepted the respective Authorized Improvement(s) (or segment or section thereof) and upon payment or reimbursement for such Authorized Improvement, there are Cost Underruns, any remaining Budgeted Cost(s) may be available to pay Cost Overruns on any other Authorized Improvement. The elimination of a category of Authorized Improvements as set forth in the Service and Assessment Plan will require an amendment to the SAP. Prior to the completion of all of the Authorized Improvements within an improvement category, but after the construction contracts commence (and are provided to the City/PID Administrator), Budgeted Costs as listed in the applicable SAP, if in excess of the contract amounts for the same category of Authorized Improvements in the construction contracts, will be available to fund Cost Overruns and applied to other Authorized Improvement categories. If, upon completion of the Authorized Improvements in any improvement category, there are funds still remaining in any improvement categories that exceed the actual costs of Authorized Improvements, those funds can then be used to reimburse the Developer for any qualifying costs of the Authorized Improvements that have not been previously paid.

7.5 Prioritization of Payments and Remainder of Funds in the Improvement Account of the Project Fund. Authorized Improvement costs shall be paid first from PID Bond proceeds, and then from any Developer deposit maintained. If funds remain in the improvement account of the Project Fund created under the Bond Indenture after the completion of all Authorized Improvements and, excluding any Developer deposit, the payment of all Authorized Improvement Costs as provided for in the Bond Indenture, then such funds thereafter shall be the exclusive property of the City and shall be used by the City as provided for in the Service and Assessment Plan, the Bond Indenture, or any other applicable use to the Property as provided by law. If any Developer deposit funds are remaining after completion of all Authorized Improvements and payment of all Authorized Improvement Costs as provided for in the Bond Indentures and SAP, then such funds shall be returned to the Developer.

7.6 Payment Process for Authorized Improvements.

(a) The City shall authorize reimbursement of the Authorized Improvement Costs from PID Bond proceeds and/or the Reimbursement Agreement. The Developer shall submit a

Certification for Payment Form to the City (no more frequently than monthly) for Authorized Improvement Costs including a completed segment, section or portion of an Authorized Improvement, as approved by the City. The Certification for Payment Form shall be in substantially similar form as set forth in **Exhibit G**, as may be modified by the Bond Indenture and/or Reimbursement Agreement, if applicable. The City shall review the sufficiency of each Certification for Payment Form (each, a "Payment Certificate") with respect to compliance with this Agreement, compliance with City Regulations, and compliance with the SAP. The City shall review each Payment Certificate within eight (8) business days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the Bond Indenture or Reimbursement Agreement, if applicable, and payment shall be made to the Developer or its designee pursuant to the terms of the Bond Indenture or Reimbursement Agreement, if applicable, provided that funds are available under the Bond Indenture or Reimbursement Agreement. If a Payment Certificate is approved only in part, the City shall specify the extent to which the Payment Certificate is approved and payment for such partially approved Payment Certificate shall be made to the Developer pursuant to the terms of the Bond Indenture or Reimbursement Agreement, as applicable, provided that funds are available under the Bond Indenture or Reimbursement Agreement.

(b) If the City requires additional documentation, timely disapproves or questions the correctness or authenticity of the Payment Certificate, the City shall deliver a detailed Notice to the Developer within eight (8) business days of receipt thereof, then payment with respect to disputed portion(s) of the Payment Certificate shall not be made until the Developer and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction.

(c) The City shall reimburse the lesser of: (i) the Budgeted Costs as set forth in **Exhibit B** and the SAP, and (ii) the Authorized Improvement Costs, from funds available pursuant to the Bond Indenture or Reimbursement Agreement, as applicable.

(d) Developer shall be liable for all costs of PID creation and Developer shall pay all City expenses related to the creation of the PID, including Administrative Expenses, pursuant to the Professional Services Agreement executed by Developer. Upon creation of a PID, all such costs of PID creation are eligible for reimbursement to Developer, in accordance with the PID Act. Reimbursement to the Developer, and to the City if not paid pursuant to the Professional Services Agreement, for Administrative Expenses relating to the creation of the PID, the levy of Assessments and issuance of PID Bonds may be distributed at closing of the PID Bonds pursuant to a Closing Disbursement Request, in the form attached as **Exhibit H**.

## ARTICLE VIII
## TIRZ

8.1 Tax Increment Reinvestment Zone. Prior to the issuance of the first series of PID Bonds, the City agrees, subject to its sole legislative discretion, to exercise its powers under the TIF Act in order to consider, and in City's sole discretion to create a TIRZ encompassing the Property, and City agrees to consider the dedication of a maximum of forty-three (43%) of the City's available tax increment collected by the City for Property within the TIRZ, based on the City's tax rate each year, which funds will be used to off-set or pay a portion of any Assessments

levied on the Property within the TIRZ, and if available, to pay for the costs of Authorized Improvements that qualify as projects under the TIF Act in accordance with the TIRZ Project and Finance Plan.

8.2 TIRZ Priority. In accordance with the TIRZ Project and Finance Plan and this Agreement, the TIRZ Fund shall first pay for the City's costs in administering the TIRZ, then pay for Authorized Improvements by off-setting or paying the portion, as set forth in the TIRZ Project and Finance Plan, of any Assessments levied on the Property for the Authorized Improvements and then as payment for Authorized Improvemetns that qualify as projects under the TIF Act for a period consistent with the term of any PID Bonds issued by the City and/or the term of the Reimbursement Agreement approved by the City and the term of the TIRZ in accordance with his Agreement. Deposits of money into the TIRZ Fund shall continue until the earlier of (i) the payment of all PID Bonds, (ii) the expiration of the TIRZ, or (iii) the termination of this Agreement in accordance with Article XII, Term. Upon the refunding of any series of PID Bonds, any reduction in assessments for such PID Bonds shall mean a dollar-for-dollar reduction in TIRZ credit allowed to such PID Bonds.

8.3 TIRZ Fund. In accordance with the TIRZ Project and Finance Plan, the City's collected revenue from its tax increment obtained from the Property shall be placed into a TIRZ Fund. It is anticipated that the monies in the TIRZ Fund shall be distributed in accordance with the TIRZ Project and Finance Plan after payment of the City's Administrative Expenses. Amounts in the TIRZ Fund shall not be comingled with City funds.

## ARTICLE IX
## ANNEXATION

9.1 Annexation.

(a) Within thirty (30) days after the Closing Date, , the Developer agrees to submit a voluntary annexation petition for the Property.

(b) The Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits pursuant to the terms of this Agreement. This Agreement constitutes the service plan agreement for providing City services to the Property.

(c) If at any time after the Effective Date it is determined that any portion of the Property that is owned by the Developer, or the Developer's successors and assigns, is not within the City's extraterritorial jurisdiction, then the Developer, or the Developer's successors and assigns, shall petition the City to include such portion of the Property within the City's extraterritorial jurisdiction and then voluntarily petition for annexation of that portion of the Property into the City's corporate limits.

**(D) THE DEVELOPER IS NOT REQUIRED TO ENTER INTO THIS AGREEMENT. THE ANNEXATION PROCEDURES DESCRIBED IN PLAIN LANGUAGE IN THIS AGREEMENT REQUIRE THE DEVELOPER'S CONSENT, AND BY ENTERING INTO THIS AGREEMENT, THE DEVELOPER HEREBY VOLUNTARILY PROVIDES SUCH CONSENT FOR ANNEXATION PURSUANT TO CHAPTER 43 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED. BY**

**ENTERING INTO THIS AGREEMENT, CITY WAIVES IMMUNITY FROM SUIT FOR THE PURPOSE OF ADJUDICATION OF CLAIM FOR BREACH OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT WITH THIS AGREEMENT AND THE PROVISIONS CONTAINED HEREIN, THIS AGREEMENT SHALL SATISFY THE WRITTEN DISCLOSURE REQUIREMENTS UNDER SECTION 212.172(B-1) OF THE TEXAS LOCAL GOVERNMENT CODE.**

## ARTICLE X
## DEVELOPMENT

10.1 Full Compliance with City Regulations. The City and Developer acknowledge and agree that except as expressly waived, modified or abated by this Agreement, all of the City Regulations in effect on the Effective Date of this Agreement, shall apply to any and all development activity undertaken on the Property (or any portion of the Property) in connection with the Development, in accordance with Chapter 212 of the Texas Local Government Code. The Property shall be developed as a single-family residential development to be zoned as a Planned Development District pursuant to City Regulations and this Agreement contemporaneously upon annexation of the Property into the City's corporate limits. Provided that in the event of any conflict between the City Regulations and this Agreement, including the Development Regulations, this Agreement and the Development Regulations shall control..

10.2 Development in Compliance with Concept Plan. Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the Concept Plan attached as **Exhibit C** and the Development Regulations attached as **Exhibit D**, respectively, and applicable City Regulations at the time of the Effective Date, except when those regulations conflict with the Development Regulations. The City waives, relinquishes, and releases any right it might have under a current or future City Regulation or state law to amend the Development Regulations attached hereto as **Exhibit D** after the Effective Date.

10.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the Effective Date.

10.4 Property Acquisition. The Parties acknowledge that the Developer may be required to acquire certain off-site property rights and interests to allow certain Authorized Improvements to be constructed to serve the Property. Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the off-site improvements. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within 90 days of commencing reasonable and continuous efforts to obtain the needed rights-of-way, consents, or easements, then, as a condition to requiring the Developer to construct off-site improvements, the City, in its sole discretion, may take reasonable steps to secure same through the use of the City's power of eminent domain. If the City takes such eminent domain action, the Developer shall fund all reasonable and necessary legal proceeding/litigation costs, compensation awards by special commissioners, courts, or negotiated amounts for the condemned property interest, attorneys' fees, appraiser and expert witness fees, interest, court costs, mediation fees, deposition costs, copy charges, courier fees, postage and taxable court costs (collectively,

"Eminent Domain Fees") incurred by the City in the exercise of its eminent domain powers that for any reason are not funded by the proceeds of PID Bonds, if PID Bonds are issued, or Assessments, and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiation of each eminent domain proceeding and as funds are needed by the City. If the escrow fund remains appropriately funded in accordance with this Agreement and in accordance with the City's discretionary governmental powers, the City will use all reasonable efforts to expedite such condemnation procedures so that the Authorized Improvements can be constructed as soon as reasonably practicable. If the Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as requested by the City into the escrow account within 10 days after written Notice from the City. Any unused escrow funds will be refunded to Developer within 30 days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

To the extent Eminent Domain Fees are paid by the Developer, the Developer may seek reimbursement of any or all eligible Eminent Domain Fees from PID Bonds, or if PID Bonds are not issued, Assessments.

10.5 Zoning of the Property. Currently, the Property is located in the extraterritorial jurisdiction of the City. The Parties agree that the Concept Plan attached hereto as **Exhibit C**, the Development Regulations attached hereto as **Exhibit D**, together with the City Regulations, and the applicable provisions of this Agreement memorialize the plan for development of the Property as of the Effective Date. The City shall consider zoning the Property as a new PDD - Planned Development District, contemporaneously upon annexation of the Property into the City's corporate limits, consistent with the Concept Plan attached hereto as **Exhibit C**, the Development Regulations attached hereto as **Exhibit D**, and the applicable provisions of this Agreement. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Section. The City will require the Developer to submit a formal zoning application to proceed with zoning the Property as contemplated by this Section and Developer agrees to provide all documents necessary for City to process and evaluate its zoning application in accordance with City Regulations.

10.6 Conflicts. In the event of any conflict between this Agreement and any City Regulations, this Agreement, including any exhibit or attachment, shall control. Provided however, that in the event that the Bond Indenture contains requirements that differ from this Agreement (other than the terms specifically agreed to in this Agreement including the payment processes), then the Bond Indenture, shall control. In the event of a conflict between the Agreement and any exhibits to this Agreement the text of the Agreement controls over the Exhibits. Provided, in the event an Exhibit is deemed amended pursuant to the terms of this Agreement, the applicable text of the Agreement relating or outlining such Exhibit shall be deemed amended as well. In the event of a conflict between the Concept Plan and the Development Regulations attached as **Exhibit D**, the Development Regulations shall control. The City waives, relinquishes, and releases any right it might have under a current or future City Regulation or state law to amend the Development Regulations attached hereto as **Exhibit D** after the Effective Date; provided however, notwithstanding the foregoing, that City's adoption of Planned Development District regulations

as part of the new PDD - Planned Development District referenced in Section 10.5 shall not be deemed an amendment to the Development Regulations in violation of this Section.

10.7 Concept Plan. The City's approval of the Concept Plan attached hereto is consistent with the plan for development described in this Agreement, but does not constitute the City's agreement that any specific portion of the Development depicted within **Exhibit C** conforms to the City Regulations.

With the exception of a Minor Modification, as defined herein, the Developer must submit any proposed change to the Concept Plan to the City for approval as an amendment to this Agreement if prior to zoning of the Property. If the change is not a Minor Modification, then approval of such change is considered a major modification ("Major Modification"). All requests for Major Modifications shall be considered by the City Council in its sole legislative discretion.

Any Minor Modification of the Concept Plan after execution of this Agreement or amendment approved by the City to the Concept Plan as part of the zoning process, shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become part of this Agreement. Developer is responsible for providing City updated copies of any modified or amended Concept Plan. Any subsequent development application for approval of a site plan or final plat, that differs from the terms of this Agreement if approved by the City or considered a Minor Modification and approved by the City Manager, shall automatically amend this Agreement. Minor modifications shall include the following, shall apply only to the Concept Plan (collectively "Minor Modifications"), and shall be subject to the approval of the City Manager in his sole discretion:

(a) any adjustments of equal to or less than (i) 10% of the total lots included on the Concept Plan, or (ii) 100 feet to the location or configuration of roadways, sidewalks, utilities, parking areas, buildings, landscape features, (including plants and trees) ponds and any other improvements depicted on any Concept Plan, provided if the addition or removal of roadways are necessary for the construction of additional lots, or the removal of lots, as outlined in subsection (i) such addition or deletion of roadways shall be deemed a Minor Modification; and

(b) any modification approved in a plat approved by the City including but not limited to (i) changes to the lot size or configuration; (ii) adjustments to the number of lots in the overall Development; (iii) changes to a local street width, length or alignment; (iv) changes to utility or access easements; (v) changes to street layouts, in any phase; or (vi) adjustments to the amount of open space, buffers, and drainage not less than five percent (5%) of the gross site acreage.

## ARTICLE XI
## DEVELOPMENT PROCESS AND CHARGES

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

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

11.3 Impact Fees. Except as otherwise provided herein, Developer shall pay all water and wastewater impact fees associated with the Development due and owing at the time of building permit issuance from time to time pursuant to City Regulations. Impact fees shall be assessed at time of development agreement execution. No Roadway Impact Fees will be assessed.. The Developer shall be responsible for the construction of all Authorized Improvements, to the extent such Authorized Improvements are necessitated by and attributable to the development of the Property.

11.4 **INDEMNIFICATION AND HOLD HARMLESS. THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE AUTHORIZED IMPROVEMENTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUB-CONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE AUTHORIZED IMPROVEMENTS; (IV) ANY CLAIMS (INCLUDING DEATH) OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE AUTHORIZED IMPROVEMENTS; OR (V) ANY CLAIMS (INCLUDING DEATH) AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE AUTHORIZED IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE AUTHORIZED IMPROVEMENTS, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.**

**IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.**

**THIS SECTION 11.4 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.**

11.5 **DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/ DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.**

**(A) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT:**

**(I) THE PUBLIC INFRASTRUCTURE TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:**

**(a) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;**

**(b) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR**

**(c) NUISANCE.**

**(II) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.**

**(III) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER HEREBY AGREES AND ACKNOWLEDGES, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.**

**(B) THIS SECTION 11.5 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

11.6 Inspections and Permitting. The City shall have a right to inspect, as authorized or required by City Regulations, the construction of all structures, Authorized Improvements, and any public improvements necessary to support the proposed development within the Property, including drainage, streets, park facilities, electrical, and streetlights and signs. The Developer shall pay fees in accordance with City's ordinances and similar to other like developments. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Authorized Improvements and infrastructure in accordance with approved engineering plans, construction plans, approved final plat(s), and other approved plans related to development of the Property. The City shall be the beneficiary of the required two-year maintenance bond the Developer shall provide for all Authorized Improvements. Except as otherwise provided in this Agreement, if the Cityfinds that such improvements have been completed in accordance with the final plats and specifications approved by the City, including any modifications thereof approved by the City, and in accordance with all other applicable laws

and City Regulations, the City shall accept the same, whereupon ownership of such improvements shall be transferred to the City and be operated and maintained by the City as applicable, at its sole expense other than those improvements that the HOA is obligated to maintain as set forth in **Article V** of this Agreement located on the Property.

11.7 Temporary Street Closures. To the extent reasonably requested by the Developer in connection with the construction of the Authorized Improvements, pursuant to applicable City Regulations and the Home Rule Charter, the City shall consider the approval and issuance to the Developer all necessary permits to authorize temporary closures of, and shall grant and issue to the Developer all necessary permits to make cuts or other perforations in, demolish and excavate all or portions of any street, alley or other public right-of-way that is under reasonable control of the City and that is contained in whole or in part within the Property or that abuts any portion of the Property; provided however, all such actions are subject to the City's obligations to preserve and protect public health, safety, and welfare, and Developer shall pay all applicable permit and other fees due City.

11.8 Joint Cooperation. During the planning, design, development and construction of the private improvements and the Authorized Improvements on the Property, the Parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this Development. The City will make reasonable efforts to accommodate urgent or emergency requests during construction. In order to facilitate a timely review process, the Developer shall cause the Developer's architect, engineer and other design professionals to attend City meetings if requested by the City.

## ARTICLE XII
## TERM

The term of this Agreement shall be for a period of forty (40) years after the Effective Date, the date upon which the TIRZ is dissolved or terminates, or termination pursuant to an Event of Default, whichever comes first (the "Initial Term"). Notwithstanding the foregoing, if Developer fails to Close on the Property by _____, 2025, this Agreement shall automatically terminate without further action of either Party.

## ARTICLE XIII
## EVENTS OF DEFAULT; REMEDIES

13.1 Events of Default. Each of the following shall be an "Event of Default" by Developer under this Agreement:

(a) The Developer fails to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and fails to cure such default within twenty (20) business days after the date on which Notice thereof is given by the City to the Developer, as provided in this Agreement. The Developer shall fail in any material respect to maintain any of the insurance or bonds required by this Agreement or City Regulations; provided, however, that if a contractor fails to maintain any of the insurance or bonds required by this Agreement, the City

shall be entitled to issue a stop work order for the Property, and the Developer shall have thirty (30) calendar days to cure following the date of Notice by City;

(b) The Developer fails to comply in any material respect with any term, provision or covenant of this Agreement (other than the payment of money to the City or for some other term for which this Agreement provides a cure period that relates to a specific failure to perform), and shall not cure such failure in accordance with Section 13.2 after Notice thereof is given by the City to the Developer;

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

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

(e) An order for relief is entered against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the Property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or decree unstayed for any period of ninety (90) consecutive days;

(f) The Developer or any Affiliate fails to pay Impositions, and/or Assessments on Property owned by the Developer and/or any Affiliates within the PID if such failure is not cured within thirty (30) calendar days after written notice by the City; or

(g) Any material representation or warranty confirmed or made in this Agreement by the Developer is untrue in any material respect as of the Effective Date, and Developer does not cure or correct such untrue material representation or warranty within ninety (90) calendar days after Notice thereof is given by the City to the Developer.

13.2 Notice and Cure. No Party shall be in default under this Agreement until Notice of the alleged failure of such Party to perform has been given in writing (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given the time period set forth herein for the specific failure to perform. In all other instances of default where a time period for the specific failure to perform has not been provided, the defaulting Party shall be provided a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days. Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the Notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

13.3 Remedies. As compensation for the other party's default, an aggrieved Party is limited to seeking specific performance, or other equitable relief available at law, of the other party's obligations under this Agreement. NOTWITHSTANDING THE FOREGOING, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR PREVENT THE DEVELOPER OR THE CITY FROM

RECEIVING ANY REIMBURSEMENTS OR PAYMENTS DUE AND OWED TO THE DEVELOPER OR THE CITY UNDER THIS AGREEMENT, THE REIMBURSEMENT AGREEMENT, OR THE TIRZ AGREEMENT.

## ARTICLE XIV
## ASSIGNMENT AND ENCUMBRANCE

14.1 Assignment of Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Developer and any Assignee have the right (from time to time) to assign this Agreement to a non-Affiliate, non-related entity, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement to any person or entity (an "Assignee") with City's written consent, which consent the City shall not unreasonably withhold, and with the execution of an amendment to this Agreement.

The Developer and any Assignee have the right (from time to time) to assign this Agreement to an Affiliate or related entity, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement without City consent, but with written notice to the City. The Developer shall maintain written records of all assignments made by the Developer to Assignees, including a copy of each executed assignment and shall provide a copy of such records to the City within ten (10) days of the effective date of the assignment. This obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement. With the exception of Developer's right to obtain Estoppel Certificates from the City, as outlined in Section 15.2 of this Agreement, the City shall not be required to make any representations with respect to any assignment by Developer.

Any receivables due under this Agreement, any construction funding agreement, the Reimbursement Agreement (pursuant to Section 372.023(d-1) of the Texas Local Government Code), or any TIRZ agreement may be sold, transferred, or assigned by Developer to any person, including without limitation, to a trustee in connection with a trust indenture, without the consent of, but upon written Notice to the City in accordance with Section 16.2 of this Agreement and as allowed. The Developer may also collaterally assign the PID and or TIRZ receivables as collateral for any development loan, and the Developer may execute such documents and contracts as necessary to effectuate such loans or financings, without the consent, but with Notice, to the City. Notwithstanding the above, City shall not be required to make partial payments to more than two (2) parties as a result of a single assignment. With the exception of Developer's right to obtain Estoppel Certificates from the City, as outlined in Section 15.2 of this Agreement, the City shall not be required to execute any consent or make any representations with respect to such assignments.

14.2 Assignment by the City. The City shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, without the prior written approval of the Developer. Provided however, that this language does not apply to any real property interest which the City may have within the Development.

14.3 Encumbrance by Developer and Assignees. The Developer and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written Notice to, the City, and (b) to any person or entity with the City Manager's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). If the City Manager fails to provide the Developer or Assignee with a reasonable written objection to a collateral assignment request within thirty (30) days of receiving such request, Developer shall send a second notice to City, and if City Manager fails to provide the Developer or Assignee with a reasonable written objection to a collateral assignment request within thirty (30) days of receiving such second notice then the collateral assignment shall be submitted to the City Council for consideration. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time, but no more than 180 days, to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure, not to be unreasonably withheld, offered by the lender as if offered by the defaulting Party. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor Developer through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

With the exception of Developer's right to obtain Estoppel Certificates from the City, as outlined in Section 15.2 of this Agreement, the City shall not be required to execute any consent or make any representations with respect any assignment pursuant to this Section. The City shall not be required to acknowledge the receipt of any assignment by the Developer; however, to the extent the City does acknowledge receipt of any assignment pursuant to this Section, such acknowledgment does not evidence the City's agreement, acceptance, or acknowledgment of the content of the assignment documents or any rights accruing thereunder; it is solely an acknowledgment of receipt of the Notice.

14.4 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without the Developer's prior written consent. Provided however, that this section shall not apply to any real property interests which the City may have in the Development.

14.5 Assignees as Parties. An Assignee authorized in accordance with this Agreement and for which Notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. Any person or entity upon becoming an owner of land or upon obtaining an ownership interest (but not including End Buyer) in any part

of the Property shall have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest. From and after such assignment, if Developer is not in breach of any of its obligations under this Agreement, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations. Notwithstanding the foregoing, an assignment shall not relieve Developer of its obligation to cure a breach of this Agreement that arose prior to the effective date of Developer's assignment.

14.6 No Third-Party Beneficiaries. Subject to Section 14.1 of this Agreement, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

14.7 Notice of Assignment - Property. Subject to Section 14.1 of this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys the Property, or any part thereof (other than to an End-Buyer of a Fully Developed and Improved Lot), and/or any of its rights or benefits under this Agreement:

(a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written Notice of same to the City;

(b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;

(c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and

(d) the Notice must be signed by a duly authorized person representing the Developer and a duly authorized representative of the person or entity that will acquire any rights or benefits as a result of the sale, assignment transfer or other conveyance.

## ARTICLE XV
## RECORDATION AND ESTOPPEL CERTIFICATES

15.1 Binding Obligations. This Agreement and all amendments hereto and authorized assignments hereof shall be recorded in the deed records of Denton County. After Developer finalizes its Closing, this Agreement shall bind and constitute a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer of a Fully Developed and Improved Lot except for land use and development regulations, including the City Regulations, that apply to such lots.

15.2 Estoppel Certificates. From time to time upon written request of the Developer or any future Developer, and upon the payment of a $100.00 fee to the City, the City Manager, or his/her designee will, in his official capacity and to his reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of any Developer under this Agreement that are in default. The City agrees to use its best efforts to provide such estoppel certificate within ten (10) days of receipt of request from the Developer or any future Developer.

## ARTICLE XVI
## ADDITIONAL PROVISIONS

16.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

16.2 Notices. Any Notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

| | |
|---|---|
| To the City: | Attn: Charles Kreidler, City Manager<br>City of Aubrey<br>107 S Main Street<br>Aubrey, Texas 76227 |
| With a copy to: | Attn: Patricia Adams, City Attorney<br>Messer Fort, PLLC<br>6371 Preston Road, Suite 200<br>Frisco, Texas 75034 |
| To the Developer: | Attn: Nash Chasi<br>SMC Development, LLC<br>PO Box 601292<br>Dallas, Texas 75360 |
| With a copy to: | Attn: Rob Daake<br>The Law Offices of Robert D. Daake, PLLC<br>322 W. Walnut Street, Suite 210<br>Celina, Texas 75009 |

Any party may change its address or addresses for delivery of Notice by delivering written Notice of such change of address to the other party.

16.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

16.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

16.5 Entire Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the City and the Developer expressly amending the terms of this Agreement.

16.6 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

16.7 Applicable Law; Venue. This Agreement is entered into pursuant to and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Denton County District Court or the applicable federal court.

16.8 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

16.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

16.10 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively

acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

16.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

16.12 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

| | |
|---|---|
| Exhibit A | Metes and Bounds Description of the Property |
| Exhibit B | Authorized Improvements and Estimated Costs |
| Exhibit B-1 | Offsite Improvements |
| Exhibit B-2 | Onsite Improvements |
| Exhibit C | Concept Plan |
| Exhibit C-1 | Open Space Plan |
| Exhibit C-2 | Screening Plan |
| Exhibit C-3 | CCN Map |
| Exhibit D | Development Regulations |
| Exhibit E | Home Buyer Disclosure Program |
| Exhibit F | Landowner Agreement |
| Exhibit G | Certification for Payment Form |
| Exhibit H | Closing Disbursement Request |
| Exhibit I | Reimbursement Agreement |

16.13 Home Buyer Disclosures. The Developer shall comply with the Home Buyer Disclosure Program and shall record this Agreement in the real property records of Denton County, which notifies Developers of Property of the obligations set forth in the Home Buyer Disclosure Program.

16.14 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement.

16.15 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to Force Majeure, to perform its obligations under this Agreement, then the obligations affected by the Force Majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the Force Majeure and a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time.

16.16 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Developer expressly amending the terms of this Agreement.

16.17 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

16.18 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, or of partnership, joint venture or any association whatsoever between any one or more of the Parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between the Parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

16.19 Captions. The descriptive captions of this Agreement are for convenience of reference only and shall in no way define, describe, limit, expand or affect the scope, terms, conditions, or intent of this Agreement.

16.20 Number and Gender. Whenever used herein, unless the context otherwise provides, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

16.21 Gift to Public Servant. The Developer shall not, and shall use commercially reasonable efforts to cause its contractors and agents to not, offer, or agree to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting. For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law. Notwithstanding any other legal remedies, the City may require the Developer to remove any employee or contractor of the Developer from performance responsibilities under this Agreement who has violated the restrictions of this section or any similar state or federal law.

16.22 Statutory Verifications. The Developer makes the following representation and verifications to enable the City to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification prior to the expiration or earlier termination of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under

Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

16.23 Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

16.24 Verification Regarding Undocumented Workers. In accordance with Chapter 2264 of the Texas Government Code, each of the Developer Parties represents and certifies that it does not and will not knowingly employ any undocumented worker on the Property who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from the City under this Agreement, a Developer Party is convicted of a violation under 8 U.S.C. § 1324a(f), the Developer Party shall repay to the City an amount equal to all grant payments or other public subsidies provided to the Developer Party under this Agreement and any other funds received by the Developer Party from the City under this Agreement plus interest, at the rate of four percent (4%), not later than the

120th day after the date the public agency, state or local taxing jurisdiction notifies the Developer Party of the violation.

[Signatures to Follow]

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

ATTEST:

_____
Name: Jenny Hicks
Title: City Secretary

**CITY OF AUBREY, TEXAS**

By: _____
Name: Chris Rich
Title: Mayor

Date: _____

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, a home rule municipality, on behalf of such home rule municipality.

_____
Notary Public, State of Texas

**DEVELOPER:**

SMC Development, LLC
a Texas limited liability company

By: _____
Name: Nash Chasi
Its: President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2025 by Nash Chasi, President of SMC Development, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

**EXHIBIT A**
**Metes and Bounds Description of the Property**

# Legal Description

**Tract 1**

Description for Ambrosich Addition, according to the plat recorded in Document Number 2010-192, Plat Records, Denton County, Texas, and being described as one (1) tract by metes and bounds as follows:

**BEGINNING** at a mag nail found in Cole Road for the northwest corner said Ambrosich Addition, said point being at the intersection of the west line of a, "100 FT. FUTURE ROAD" and the north line of a, "60' FUTURE ROAD" as shown on said plat.

**THENCE** the following courses and distances along the northerly and easterly lines of said Ambrosich Addition and of said 60' Future Road:

South 87 degrees 32 minutes 44 seconds East a distance of 342.69;

South 87 degrees 56 minutes 45 seconds East a distance of 898.36 feet to a 1/2-inch iron rod found with an illegible cap for the beginning of a non-tangential curve, concave to the southwest, having a radius of 409.61 feet, a central angle of 91 degrees 25 minutes 39 seconds, and a long chord which bears South 42 degrees 12 minutes 24 seconds East a distance of 586.45 feet;

Easterly, southeasterly, and southerly along said curve an arc distance of 653.62 feet to a 1/2-inch iron rod found with cap stamped, "J E SMITH 3700";

South 03 degrees 31 minutes 10 seconds West a distance of 1,908.09 feet to a 5/8-inch iron rod found;

South 88 degrees 38 minutes 58 seconds East a distance of 524.09 feet to a 1/2-inch iron rod found, from which a 1/2-inch iron rod found bears 26.83 feet, North 89 degrees 35 minutes 56 seconds East;

**THENCE** South 02 degrees 17 minutes 15 seconds West a distance of 966.12 feet to a 1/2-inch iron rod found for an angle point in the east line of said Ambrosich Addition ;.

**THENCE** South 03 degrees 10 minutes 09 seconds West a distance of 591.68 feet to the southeast corner of said Ambrosich Addition, from which a 1-inch iron pipe found bears 1.00 foot, North 03 degrees 10 minutes 25 seconds East;

**THENCE** North 88 degrees 21 minutes 01 seconds West at 1024.08 feet passing 0.26 of a foot NORTH of a 1/2-inch iron rod found, in all, a total distance of 2,194.40 feet to a 1/2-inch iron rod found for the southwest corner of said Ambrosich Addition;

**THENCE** the following courses and distances along the west line of said Ambrosich Addition:

North 03 degrees 19 minutes 13 seconds East a distance of 254.61 feet to a 1/2-inch iron rod found;

North 03 degrees 17 minutes 29 seconds East a distance of 384.21 feet to a 1/2-inch iron rod found;

North 03 degrees 09 minutes 33 seconds East a distance of 1,821.78 feet to a 1/2-inch iron rod found;

North 03 degrees 27 minutes 21 seconds East a distance of 1,436.91 feet to the **POINT OF BEGINNING** said described tract containing 166.13 acres, or 7,236,642 square feet of land, more or less, as surveyed on the ground, in the month of August, 2025, under Job Number 16061566-00, by Pape-Dawson Engineers.

## Tract 2

Description for a tract of land in the Thomas Chambers Survey, Abstract Number 223, Denton County, Texas, and being a portion of a called 35.455 acre tract described in a deed to TA 37 McNATT OUTERLOOP LLC, (McNatt) recorded in Instrument Number 2025-90236, Official Records of Denton County, Texas, and being described by metes and bounds as follows:

**BEGINNING** at the southeast corner of Lot 6, Ambrosich Addition, according to the plat recorded in Document Number 2010-192, Plat Records, Denton County, Texas, from which a 1-inch iron pipe found for the called northeast corner of said McNatt tract bears 1.00 foot, North 03 degrees 10 minutes 25 seconds East;

**THENCE** South 02 degrees 52 minutes 24 seconds West a distance of 1,166.55 along the east line of said McNatt tract;

**THENCE** North 89 degrees 40 minutes 06 seconds West a distance of 719.19 feet to the west line of said McNatt tract;

**THENCE** North 02 degrees 29 minutes 40 seconds East a distance of 1,182.95 feet along the west line of said McNatt tract to the south line of said Lot 6, Ambrosich Addition;

**THENCE** South 88 degrees 21 minutes 01 seconds East a distance of 726.47 feet to the **POINT OF BEGINNING** said described tract containing 19.484 acres, or 848,716 square feet of land, more or less, said tract being described under Job Number 16061566-00, by Pape-Dawson Engineers, based on information provided by the client and publicly available information. This description does not represent an on the ground survey. Final metes and bounds to be agreed upon by the seller and purchaser, in coordination with the City of Aubrey.

Prepared October 9, 2025

W:\survey\CIVIL\16061566\00\Word\16061566 Legal Description - Dev Agrmt-10_09_25.docx

**EXHIBIT B**

**Authorized Improvements and Estimated Costs**

# AUBREY TRACTS

Opinion of Probable Cost
10/9/2025

Prepared by:
Pape-Dawson
201 Main Street, Suite 901
Fort Worth, TX 76102
817-870-3668

PAPE-DAWSON

| Description of Cost | DIRECT (PID) | PRIVATE | MAJOR IMPROVEMENTS | CITY COST (UPSIZING/PERCENT) | SUMMARY |
|---|---|---|---|---|---|
| Earthwork and Erosion Control | $ 697,398.00 | $ 7,578,815.00 | $ 264,484.00 | $ - | $ 8,540,697.00 |
| Water Improvements | $ 3,773,250.00 | $ - | $ 960,120.00 | $ 773,730.00 | $ 5,507,100.00 |
| Sanitary Sewer Improvements | $ 5,543,132.00 | $ - | $ 2,116,080.00 | $ 3,796,630.00 | $ 11,454,842.00 |
| Drainage Improvements | $ 5,637,981.00 | $ - | $ 3,217,277.00 | $ - | $ 8,855,258.00 |
| Paving Improvements | $ 9,367,903.00 | $ - | $ 2,825,417.00 | $ - | $ 12,193,320.00 |
| Street Light/Miscellaneous Improvements | $ 413,820.00 | $ 1,316,500.00 | $ 75,240.00 | $ - | $ 1,805,560.00 |
| **Sub-Total Improvements** | **$ 25,433,484.00** | **$ 8,895,315.00** | **$ 9,458,618.00** | **$ 4,569,360.00** | **$ 48,356,777.00** |
| **Contingency** | **$ 2,543,350.00** | **$ 889,532.00** | **$ 1,418,793.00** | **$ -** | **$ 4,851,675.00** |
| **Total Improvements** | **$ 27,976,834.00** | **$ 9,784,847.00** | **$ 10,877,411.00** | **$ 4,569,360.00** | **$ 53,208,452.00** |
| **Bonds (2%)** | **$ 508,671.00** | **$ 177,907.00** | **$ 189,173.00** | **$ -** | **$ 875,751.00** |
| **Engineering and Surveying (8%)** | **$ 2,034,680.00** | **$ 711,626.00** | **$ 756,690.00** | **$ -** | **$ 3,502,996.00** |
| **Inspection and Testing (6%)** | **$ 1,526,010.00** | **$ 533,720.00** | **$ 567,518.00** | **$ -** | **$ 2,627,248.00** |
| **Park Improvement Fee ($4,500/Lot)** | **$ -** | **$ 3,712,500.00** | **$ -** | **$ -** | **$ 3,712,500.00** |
| **Total Cost** | **$ 32,046,195.00** | **$ 14,920,600.00** | **$ 12,390,792.00** | **$ 4,569,360.00** | **$ 63,926,947.00** |
| **Acres** | **33.5** | **140.5** | **13.9** | **N/A** | **187.9** |
| **Lots** | **825** | **825** | **N/A** | **N/A** | **825** |
| **Cost Per Lot** | **$ 38,844.00** | **$ 18,086.00** | **$ -** | **$ -** | **$ 77,488.00** |
| **Cost Per Acre** | **$ 956,603.00** | **$ 106,197.00** | **$ 891,424.00** | **$ -** | **$ 340,218.00** |

Notes:

1) This opinion of probable cost (OPC) is based on the preliminary land plan exhibit dated 10/9/2025. Items, costs, and layouts are subject to change during a final engineering design and future conversations with the Developer and the City of Aubrey.

2) Cost shown herein exclude interest, review fees, legal fees, water & sewer impact fees, franchise utility installations/relocations/removals, services provided by others, off-site easement preparation/procurement, jurisdictional determination, permit processing, dry utilities, rock excavation, landscaping/hardscape, additional irrigation, parks, amenity centers, mailboxes, builder fencing, or any other cost not specifically addressed in the estimate.

3) This OPC does not include any cost associated with landscaping or hardscape.

4) This OPC does not include any required water & sewer impact fees associated with the project or any other development fees not listed herein.

5) This OPC includes park improvement fees as required by the development agreement.

6) Since Pape-Dawson has no control over cost of labor, materials, equipment, contractors' competitive bidding or market conditions, our opinions of probable development costs provided are to be made on the basis of our experience and qualifications. These opinions represent our best judgment as design professionals familiar with the construction industry.

7) This OPC only accounts for the half-section of the proposed Minor Arterial MTP road along the eastern property line and extends down to Blackjack Rd. A TIA (traffic impact analysis) will be required to assess additional improvements necessary due to the impact of this development.

8) A traffic signal will be necessary at the intersection of the proposed Minor Arterial MTP road and Blackjack. The Developer will be required to participate in the cost. This cost is factored into the contingency for the major improvements.

9) Proposed pavement dimensions, materials, and thicknesses for this estimate were derived from the City of Aubrey standard construction details and are subject to change with recommendations contained in a sealed final geotechnical engineering report. Standard sections for local (residential) and minor arterial roadways were utilized.

10) Percentages used for force main cost responsibilty were derived from Qpeak proportionality presented in the "Blackjack Tract 160 Off-Site Sanitary Sewer Improvements Concept Plan" by Birkhoff, Hendricks & Carter, L.L.P. received by Pape-Dawson on 9/9/25.

# AUBREY TRACTS

**Opinion of Probable Cost**
**10/9/2025**

PAPE–DAWSON

**Prepared by:**
**Pape-Dawson**
**201 Main Street, Suite 901**
**Fort Worth, TX 76102**
**817-870-3668**

**DIRECT COSTS (RESIDENTIAL NORTH)** **LOTS = 718** **ACRES = 29.8**

**EARTHWORK AND EROSION CONTROL (PID)**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | Clearing and Grubbing | 30 | AC | $1,500.00 | $45,000.00 |
| 2 | Site Demolition | 30 | AC | $100.00 | $3,000.00 |
| 3 | Street Excavation (31'B-B, 2.0 VF) | 60,152 | CY | $4.00 | $240,608.00 |
| 4 | SWPPP + Erosion Control | 718 | EA | $450.00 | $323,100.00 |
| | | | | TOTAL = | **$611,708.00** |

**WATER IMPROVEMENTS (PID)**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | 8" Water Pipe (Includes Fittings) | 25,780 | LF | $58.00 | $1,495,240.00 |
| 2 | Fire Hydrant Assembly (Includes Tees, Fittings, Valves) | 54 | EA | $7,950.00 | $429,300.00 |
| 3 | Automatic Flush Valve Assembly (Dead End Lines) | 3 | EA | $5,000.00 | $15,000.00 |
| 4 | 1" Water Service | 718 | EA | $1,500.00 | $1,077,000.00 |
| 5 | 1" Water Service (Irrigation) | 7 | EA | $3,000.00 | $21,000.00 |
| 6 | 2" Water Service (Amenity Center) | 1 | EA | $3,900.00 | $3,900.00 |
| 7 | 8" Gate Valve (Includes Box) | 73 | EA | $2,630.00 | $191,990.00 |
| 8 | Pressure Testing and Chlorination | 25,780 | LF | $2.00 | $51,560.00 |
| 9 | Connect to Exist Water Line (Line in MTP Road) | 5 | EA | $5,200.00 | $26,000.00 |
| | | | | TOTAL = | **$3,310,990.00** |

**SANITARY SEWER IMPROVEMENTS (PID - DOES NOT INCLUDE S1)**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | Post-CCTV Inspection | 33,528 | LF | $3.50 | $117,348.00 |
| 2 | Manhole Vacuum Testing | 96 | EA | $300.00 | $28,500.00 |
| 3 | Trench Safety | 33,528 | LF | $1.50 | $50,292.00 |
| 4 | 4" Sewer Service | 718 | EA | $1,650.00 | $1,184,700.00 |
| 5 | 6" Sewer Service (Amenity Center) | 1 | EA | $3,150.00 | $3,150.00 |
| 6 | 8" Sewer Pipe (0'-10' Deep) | 21,853 | LF | $65.00 | $1,420,445.00 |
| 7 | 8" Sewer Pipe (>10' Deep) | 5,907 | LF | $75.00 | $443,025.00 |
| 8 | 8" Sewer Pipe (0'-10' Deep), CSS Backfill | 1,772 | LF | $105.00 | $186,060.00 |
| 9 | 8" Sewer Pipe (>10' Deep), CSS Backfill | 591 | LF | $115.00 | $67,965.00 |
| 10 | 10" Sewer Pipe (0'-10' Deep) | 2,469 | LF | $105.00 | $259,245.00 |
| 11 | 10" Sewer Pipe (>10' Deep) | 668 | LF | $115.00 | $76,820.00 |
| 12 | 10" Sewer Pipe (0'-10' Deep), CSS Backfill | 201 | LF | $125.00 | $25,125.00 |
| 13 | 10" Sewer Pipe (>10' Deep), CSS Backfill | 67 | LF | $135.00 | $9,045.00 |
| 14 | 4' Manhole | 90 | EA | $5,670.00 | $510,300.00 |
| 15 | 5' Drop Manhole | 5 | EA | $11,500.00 | $57,500.00 |
| 16 | 4' Extra Manhole Depth | 540 | VF | $500.00 | $270,000.00 |
| 17 | 5' Extra Manhole Depth | 30 | VF | $625.00 | $18,750.00 |
| 18 | Connect to Exist Sewer Line | 1 | EA | $2,000.00 | $2,000.00 |
| | | | | TOTAL = | **$4,730,270.00** |

**SANITARY SEWER IMPROVEMENTS (PID S1)**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | Post-CCTV Inspection | 1,845 | LF | $3.50 | $6,458.00 |
| 2 | Manhole Vacuum Testing | 7 | EA | $300.00 | $2,100.00 |
| 3 | Trench Safety | 1,845 | LF | $1.50 | $2,768.00 |
| 4 | 8" Sewer Pipe (0-10' Deep) | 1,197 | LF | $65.00 | $77,805.00 |
| 5 | 8" Sewer Pipe (>10' Deep) | 462 | LF | $75.00 | $34,650.00 |
| 6 | 8" Sewer Pipe (0-10' Deep) CSS Backfill | 139 | LF | $105.00 | $14,595.00 |
| 7 | 8" Sewer Pipe (>10' Deep) CSS Backfill | 47 | LF | $115.00 | $5,405.00 |
| 8 | 4' Manhole | 6 | EA | $5,670.00 | $34,020.00 |
| 9 | 5' Drop Manhole | 1 | EA | $11,500.00 | $11,500.00 |
| 10 | 4' Extra Manhole Depth | 36 | VF | $500.00 | $18,000.00 |
| 11 | 5' Extra Manhole Depth | 6 | VF | $625.00 | $3,750.00 |
| | | | | TOTAL = | **$211,051.00** |

**SANITARY SEWER IMPROVEMENTS (UPSIZED S1)**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | Post-CCTV Inspection | 1,845 | LF | $3.50 | $6,458.00 |
| 2 | Manhole Vacuum Testing | 7 | EA | $300.00 | $2,100.00 |
| 3 | Trench Safety | 1,845 | LF | $1.50 | $2,768.00 |
| 4 | 18" Sewer Pipe (0-10' Deep) | 1,197 | LF | $175.00 | $209,475.00 |
| 5 | 18" Sewer Pipe (>10' Deep) | 462 | LF | $185.00 | $85,470.00 |
| 6 | 18" Sewer Pipe (0-10' Deep) CSS Backfill | 139 | LF | $195.00 | $27,105.00 |
| 7 | 18" Sewer Pipe (>10' Deep) CSS Backfill | 47 | LF | $205.00 | $9,635.00 |
| 8 | 5' Manhole | 6 | EA | $7,000.00 | $42,000.00 |
| 9 | 5' Drop Manhole | 1 | EA | $11,500.00 | $11,500.00 |
| 10 | 5' Extra Manhole Depth | 42 | VF | $625.00 | $26,250.00 |
| | | | | TOTAL = | $422,761.00 |
| | | | | **TOTAL (CITY COST, DELTA BETWEEN UPSIZED S1 AND PID S1) =** | **$211,710.00** |

| DRAINAGE IMPROVEMENTS (PID) | | | | | |
|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 1 | Trench Safety | 17,620 | LF | $1.50 | $26,430.00 |
| 2 | 18" RCP | 2,415 | LF | $85.00 | $205,275.00 |
| 3 | 21" RCP | 810 | LF | $95.00 | $76,950.00 |
| 4 | 24" RCP | 1,640 | LF | $105.00 | $172,200.00 |
| 5 | 27" RCP | 1,655 | LF | $130.00 | $215,150.00 |
| 6 | 30" RCP | 2,105 | LF | $140.00 | $294,700.00 |
| 7 | 36" RCP | 3,365 | LF | $185.00 | $622,525.00 |
| 8 | 42" RCP | 1,580 | LF | $220.00 | $347,600.00 |
| 9 | 48" RCP | 945 | LF | $265.00 | $250,425.00 |
| 10 | 4'X4' RCB | 550 | LF | $365.00 | $200,750.00 |
| 11 | 5'X4' RCB | 1,730 | LF | $435.00 | $752,550.00 |
| 12 | 6'x4' RCB | 520 | LF | $535.00 | $278,200.00 |
| 13 | 6'x5' RCB | 60 | LF | $635.00 | $38,100.00 |
| 14 | 7'x4' RCB | 95 | LF | $635.00 | $60,325.00 |
| 15 | 7'x5' RCB | 150 | LF | $735.00 | $110,250.00 |
| 16 | 4' Junction Box | 14 | EA | $7,700.00 | $107,800.00 |
| 17 | 5' Junction Box | 7 | EA | $9,775.00 | $68,425.00 |
| 18 | 6' Junction Box | 6 | EA | $11,000.00 | $66,000.00 |
| 19 | 8' Junction Box | 4 | EA | $16,500.00 | $66,000.00 |
| 20 | 10' Junction Box | 1 | EA | $24,000.00 | $24,000.00 |
| 21 | 10' Curb Inlet | 110 | EA | $7,950.00 | $874,500.00 |
| 22 | 15' Curb Inlet | 3 | EA | $10,300.00 | $30,900.00 |
| 23 | SET Headwall (36", 1 Pipe) | 1 | EA | $7,000.00 | $7,000.00 |
| 24 | SET Headwall (6'x5', 1 Pipe) | 1 | EA | $17,000.00 | $17,000.00 |
| 25 | SET Headwall (7'x5', 1 Pipe) | 1 | EA | $20,000.00 | $20,000.00 |
| 26 | Medium Rock Rip Rap | 160 | SY | $165.00 | $26,400.00 |
| 27 | Detention Pond Improvements (5% of Storm Drain Improvements Cost) | 1 | LS | $247,973.00 | $247,973.00 |
| | | | | TOTAL = | **$5,207,428.00** |

| PAVING IMPROVEMENTS (PID) | | | | | |
|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 1 | Hydrated Lime (48LB/SY) | 2,431 | TN | $340.00 | $826,540.00 |
| 2 | 8" Lime Treated Subgrade | 101,273 | SY | $4.50 | $455,729.00 |
| 3 | 8" Reinforced Conc Pvmt (31' B-B, Residential) | 92,066 | SY | $72.00 | $6,628,752.00 |
| 4 | 4" Thick Conc Sidewalk | 11,970 | SF | $7.50 | $89,775.00 |
| 5 | Barrier Free Ramp | 78 | EA | $3,000.00 | $234,000.00 |
| 6 | Furnish/Install Alum Sign Ground Mount City Std. (R1-1) | 40 | EA | $615.00 | $24,600.00 |
| 7 | Furnish/Install Alum Sign Ground Mount City Std. (D3-1) | 82 | EA | $550.00 | $45,100.00 |
| 8 | Furnish/Install Pavement Header and Type III Barricade | 3 | EA | $1,000.00 | $3,000.00 |
| 9 | Pavement Markings | 1 | LS | $10,000.00 | $10,000.00 |
| | | | | TOTAL = | **$8,317,496.00** |

| STREET LIGHT/MISCELLANEOUS IMPROVEMENTS (PID) | | | | | |
|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 1 | Street Lights | 57 | EA | $6,270.00 | $357,390.00 |
| | | | | TOTAL = | **$357,390.00** |

| SUMMARY OF IMPROVEMENTS | | |
|---|---|---|
| EARTHWORK AND EROSION CONTROL (PID) | | $611,708.00 |
| WATER IMPROVEMENTS (PID) | | $3,310,990.00 |
| SANITARY SEWER IMPROVEMENTS (PID) | | $4,941,321.00 |
| DRAINAGE IMPROVEMENTS (PID) | | $5,207,428.00 |
| PAVING IMPROVEMENTS (PID) | | $8,317,496.00 |
| STREET LIGHT/MISCELLANEOUS IMPROVEMENTS (PID) | | $357,390.00 |
| | | **$22,746,333.00** |
| CONTINGENCY (10%) | | $2,274,634.00 |
| | **TOTAL IMPROVEMENTS =** | **$25,020,967.00** |
| BONDS - PAYMENT, PERFORMANCE & MAINTENANCE (2%) | | $454,927.00 |
| ENGINEERING AND SURVEY (8%) | | $1,819,707.00 |
| INSPECTION AND TESTING (6%) | | $1,364,780.00 |
| | **TOTAL SOFT COST =** | **$3,639,414.00** |
| | **TOTAL DIRECT COST (PID - RESIDENTIAL NORTH) =** | **$28,660,381.00** |
| | WATER CITY COST | $0.00 |
| | SANITARY SEWER CITY COST | $211,710.00 |
| | **TOTAL CITY COST** | **$211,710.00** |

# AUBREY TRACTS

**Opinion of Probable Cost**
**10/9/2025**

PAPE–DAWSON

**Prepared by:**
**Pape-Dawson**
**201 Main Street, Suite 901**
**Fort Worth, TX 76102**
**817-870-3668**

**DIRECT COSTS (RESIDENTIAL SOUTH)** **LOTS = 107** **ACRES = 3.7**

**EARTHWORK AND EROSION CONTROL (PID)**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | Clearing and Grubbing | 4 | AC | $1,500.00 | $6,000.00 |
| 2 | Site Demolition | 4 | AC | $100.00 | $400.00 |
| 3 | Street Excavation (31'B-B, 2.0 VF) | 7,785 | CY | $4.00 | $31,140.00 |
| 4 | SWPPP + Erosion Control | 107 | EA | $450.00 | $48,150.00 |
| | | | | TOTAL = | **$85,690.00** |

**WATER IMPROVEMENTS (PID)**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | 8" Water Pipe (Includes Fittings) | 3,385 | LF | $58.00 | $196,330.00 |
| 2 | Fire Hydrant Assmebly (Includes Tees, Fittings, Valves) | 6 | EA | $7,950.00 | $47,700.00 |
| 3 | 1" Water Service | 107 | EA | $1,500.00 | $160,500.00 |
| 4 | 1" Water Service (Irrigation) | 3 | EA | $3,000.00 | $9,000.00 |
| 5 | 8" Gate Valve (Includes Box) | 12 | EA | $2,630.00 | $31,560.00 |
| 6 | Pressure Testing and Chlorination | 3,385 | LF | $2.00 | $6,770.00 |
| 7 | Connect to Exist Water Line (Line in MTP Road) | 2 | EA | $5,200.00 | $10,400.00 |
| | | | | TOTAL = | **$462,260.00** |

**SANITARY SEWER IMPROVEMENTS (PID)**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | Post-CCTV Inspection | 4,131 | LF | $3.50 | $14,459.00 |
| 2 | Manhole Vacuum Testing | 12 | EA | $300.00 | $3,600.00 |
| 3 | Trench Safety | 4,131 | LF | $1.50 | $6,197.00 |
| 4 | 4" Sewer Service | 107 | EA | $1,650.00 | $176,550.00 |
| 5 | 8" Sewer Pipe (0'-10' Deep) | 2,997 | LF | $65.00 | $194,805.00 |
| 6 | 8" Sewer Pipe (>10' Deep) | 810 | LF | $75.00 | $60,750.00 |
| 7 | 8" Sewer Pipe (0'-10' Deep), CSS Backfill | 243 | LF | $105.00 | $25,515.00 |
| 8 | 8" Sewer Pipe (>10' Deep), CSS Backfill | 81 | LF | $115.00 | $9,315.00 |
| 9 | 4' Manhole | 11 | EA | $5,670.00 | $62,370.00 |
| 10 | 5' Drop Manhole | 1 | EA | $11,500.00 | $11,500.00 |
| 11 | 4' Extra Manhole Depth | 66 | VF | $500.00 | $33,000.00 |
| 12 | 5' Extra Manhole Depth | 6 | VF | $625.00 | $3,750.00 |
| | | | | TOTAL = | **$601,811.00** |

**DRAINAGE IMPROVEMENTS (PID)**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | Trench Safety | 1,850 | LF | $1.50 | $2,775.00 |
| 2 | 18" RCP | 355 | LF | $85.00 | $30,175.00 |
| 3 | 21" RCP | 420 | LF | $95.00 | $39,900.00 |
| 4 | 24" RCP | 190 | LF | $105.00 | $19,950.00 |
| 5 | 27" RCP | 80 | LF | $130.00 | $10,400.00 |
| 6 | 30" RCP | 320 | LF | $140.00 | $44,800.00 |
| 7 | 36" RCP | 310 | LF | $185.00 | $57,350.00 |
| 8 | 42" RCP | 175 | LF | $220.00 | $38,500.00 |
| 9 | 4' Junction Box | 3 | EA | $7,700.00 | $23,100.00 |
| 10 | 10' Curb Inlet | 18 | EA | $7,950.00 | $143,100.00 |
| 11 | Detention Pond Improvements (5% of Storm Drain Improvements Cost) | 1 | LS | $20,503.00 | $20,503.00 |
| | | | | TOTAL = | **$430,553.00** |

| PAVING IMPROVEMENTS (PID) | | | | | |
|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 1 | Hydrated Lime (48LB/SY) | 306 | TN | $340.00 | $104,040.00 |
| 2 | 8" Lime Treated Subgrade | 12,733 | SY | $4.50 | $57,299.00 |
| 3 | 8" Reinforced Conc Pvmt (31' B-B, Residential) | 11,575 | SY | $72.00 | $833,400.00 |
| 4 | 4" Thick Conc Sidewalk | 1,155 | SF | $7.50 | $8,663.00 |
| 5 | Barrier Free Ramp | 10 | EA | $3,000.00 | $30,000.00 |
| 6 | Furnish/Install Alum Sign Ground Mount City Std. (R1-1) | 7 | EA | $615.00 | $4,305.00 |
| 7 | Furnish/Install Alum Sign Ground Mount City Std. (D3-1) | 14 | EA | $550.00 | $7,700.00 |
| 8 | Pavement Markings | 1 | LS | $5,000.00 | $5,000.00 |
| | | | | TOTAL = | **$1,050,407.00** |

| STREET LIGHT/MISCELLANEOUS IMPROVEMENTS (PID) | | | | | |
|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 1 | Street Lights | 9 | EA | $6,270.00 | $56,430.00 |
| | | | | TOTAL = | **$56,430.00** |

| SUMMARY OF IMPROVEMENTS | | |
|---|---|---|
| EARTHWORK AND EROSION CONTROL (PID) | | $85,690.00 |
| WATER IMPROVEMENTS (PID) | | $462,260.00 |
| SANITARY SEWER IMPROVEMENTS (PID) | | $601,811.00 |
| DRAINAGE IMPROVEMENTS (PID) | | $430,553.00 |
| PAVING IMPROVEMENTS (PID) | | $1,050,407.00 |
| STREET LIGHT/MISCELLANEOUS IMPROVEMENTS (PID) | | $56,430.00 |
| | | **$2,687,151.00** |
| CONTINGENCY (10%) | | $268,716.00 |
| | **TOTAL IMPROVEMENTS =** | **$2,955,867.00** |
| BONDS - PAYMENT, PERFORMANCE & MAINTENANCE (2%) | | $53,744.00 |
| ENGINEERING AND SURVEY (8%) | | $214,973.00 |
| INSPECTION AND TESTING (6%) | | $161,230.00 |
| | **TOTAL SOFT COST =** | **$429,947.00** |
| | **TOTAL DIRECT COST (PID - RESIDENTIAL SOUTH) =** | **$3,385,814.00** |

# AUBREY TRACTS

**Opinion of Probable Cost**
**10/9/2025**

**PAPE–DAWSON**

**Prepared by:**
**Pape-Dawson**
**201 Main Street, Suite 901**
**Fort Worth, TX 76102**
**817-870-3668**

**PRIVATE COSTS (RESIDENTIAL NORTH)** **LOTS = 718** **ACRES = 126.4**

**EARTHWORK AND EROSION CONTROL**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | Clearing and Grubbing | 127 | AC | $1,500.00 | $190,500.00 |
| 2 | Site Demolition | 127 | AC | $100.00 | $12,700.00 |
| 3 | Lot Excavation | 458,723 | CY | $4.00 | $1,834,892.00 |
| 4 | Retaining Wall | 27,524 | LF | $125.00 | $3,440,500.00 |
| 5 | Lot Grading (Rough) | 718 | EA | $325.00 | $233,350.00 |
| 6 | Lot Grading (Final) | 718 | EA | $275.00 | $197,450.00 |
| 7 | Moisture Conditiong with Poly (1/2 lots) | 359 | EA | $1,925.00 | $691,075.00 |
| | | | | **TOTAL =** | **$6,600,467.00** |

**WATER IMPROVEMENTS**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | N/A | | | $0.00 | $0.00 |
| | | | | **TOTAL =** | **$0.00** |

**SANITARY SEWER IMPROVEMENTS**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | N/A | | | $0.00 | $0.00 |
| | | | | | **$0.00** |

**DRAINAGE IMPROVEMENTS**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | N/A | | | $0.00 | $0.00 |
| | | | | **TOTAL =** | **$0.00** |

**PAVING IMPROVEMENTS**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | N/A | | | $0.00 | $0.00 |
| | | | | | **$0.00** |

**STREET LIGHT/MISCELLANEOUS IMPROVEMENTS**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | Screening Wall | 4,865 | LF | $175.00 | $851,375.00 |
| 2 | Open Fence | 3,775 | LF | $75.00 | $283,125.00 |
| | | | | **TOTAL =** | **$1,134,500.00** |

**SUMMARY OF IMPROVEMENTS**

| | | |
|---|---|---|
| | EARTHWORK AND EROSION CONTROL | $6,600,467.00 |
| | WATER IMPROVEMENTS | $0.00 |
| | SANITARY SEWER IMPROVEMENTS | $0.00 |
| | DRAINAGE IMPROVEMENTS | $0.00 |
| | PAVING IMPROVEMENTS | $0.00 |
| | STREET LIGHT/MISCELLANEOUS IMPROVEMENTS | $1,134,500.00 |
| | | **$7,734,967.00** |
| | CONTINGENCY (10%) | $773,497.00 |
| | **TOTAL IMPROVEMENTS =** | **$8,508,464.00** |
| | BONDS - PAYMENT, PERFORMANCE & MAINTENANCE (2%) | $154,700.00 |
| | ENGINEERING AND SURVEY (8%) | $618,798.00 |
| | INSPECTION AND TESTING (6%) | $464,099.00 |
| | PARK IMPROVEMENT FEE ($4,500/LOT) | $3,231,000.00 |
| | **TOTAL SOFT COST =** | **$4,468,597.00** |
| | **TOTAL PRIVATE COST (RESIDENTIAL NORTH) =** | **$12,977,061.00** |

# AUBREY TRACTS

**Opinion of Probable Cost**
**10/9/2025**

**PAPE–DAWSON**

**Prepared by:**
**Pape-Dawson**
**201 Main Street, Suite 901**
**Fort Worth, TX 76102**
**817-870-3668**

**PRIVATE COSTS (RESIDENTIAL SOUTH)** **LOTS = 107** **ACRES = 14.1**

**EARTHWORK AND EROSION CONTROL**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | Clearing and Grubbing | 15 | AC | $1,500.00 | $22,500.00 |
| 2 | Site Demolition | 15 | AC | $100.00 | $1,500.00 |
| 3 | Lot Excavation | 68,362 | CY | $4.00 | $273,448.00 |
| 4 | Retaining Wall | 4,102 | LF | $125.00 | $512,750.00 |
| 5 | Lot Grading (Rough) | 107 | EA | $325.00 | $34,775.00 |
| 6 | Lot Grading (Final) | 107 | EA | $275.00 | $29,425.00 |
| 7 | Moisture Conditiong with Poly (1/2 lots) | 54 | EA | $1,925.00 | $103,950.00 |
| | | | | **TOTAL =** | **$978,348.00** |

**WATER IMPROVEMENTS**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | N/A | | | $0.00 | $0.00 |
| | | | | **TOTAL =** | **$0.00** |

**SANITARY SEWER IMPROVEMENTS**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | N/A | | | $0.00 | $0.00 |
| | | | | | **$0.00** |

**DRAINAGE IMPROVEMENTS**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | N/A | | | $0.00 | $0.00 |
| | | | | **TOTAL =** | **$0.00** |

**PAVING IMPROVEMENTS**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | N/A | | | $0.00 | $0.00 |
| | | | | | **$0.00** |

**STREET LIGHT/MISCELLANEOUS IMPROVEMENTS**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | Screening Wall | 1,040 | LF | $175.00 | $182,000.00 |
| | | | | **TOTAL =** | **$182,000.00** |

**SUMMARY OF IMPROVEMENTS**

| | | |
|---|---|---|
| | EARTHWORK AND EROSION CONTROL | $978,348.00 |
| | WATER IMPROVEMENTS | $0.00 |
| | SANITARY SEWER IMPROVEMENTS | $0.00 |
| | DRAINAGE IMPROVEMENTS | $0.00 |
| | PAVING IMPROVEMENTS | $0.00 |
| | STREET LIGHT/MISCELLANEOUS IMPROVEMENTS | $182,000.00 |
| | | **$1,160,348.00** |
| | CONTINGENCY (10%) | $116,035.00 |
| | **TOTAL IMPROVEMENTS =** | **$1,276,383.00** |
| | BONDS - PAYMENT, PERFORMANCE & MAINTENANCE (2%) | $23,207.00 |
| | ENGINEERING AND SURVEY (8%) | $92,828.00 |
| | INSPECTION AND TESTING (6%) | $69,621.00 |
| | PARK IMPROVEMENT FEE ($4,500/LOT) | $481,500.00 |
| | **TOTAL SOFT COST =** | **$667,156.00** |
| | **TOTAL PRIVATE COST (RESIDENTIAL SOUTH) =** | **$1,943,539.00** |

# AUBREY TRACTS

**Opinion of Probable Cost**
**10/9/2025**

**PAPE–DAWSON**

**Prepared by:**
**Pape-Dawson**
**201 Main Street, Suite 901**
**Fort Worth, TX 76102**
**817-870-3668**

**MAJOR IMPROVEMENTS** **LOTS = N/A** **ACRES = 13.9**

**EARTHWORK AND EROSION CONTROL**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | Clearing and Grubbing | 14 | AC | $1,500.00 | $21,000.00 |
| 2 | Site Demolition | 14 | AC | $100.00 | $1,400.00 |
| 3 | Street Excavation (25'B-B, Minor Arterial Half Section, 2.5 VF) | 23,021 | CY | $4.00 | $92,084.00 |
| 4 | SWPPP + Erosion Control | 1 | LS | $150,000.00 | $150,000.00 |
| | | | | **TOTAL =** | **$264,484.00** |

**WATER IMPROVEMENTS (ONSITE W1)**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | 8" Water Pipe (Includes Fittings) | 7,495 | LF | $58.00 | $434,710.00 |
| 2 | Fire Hydrant Assmebly (Includes Tees, Fittings, Valves) | 15 | EA | $7,950.00 | $119,250.00 |
| 3 | Automatic Flush Valve Assembly (Dead End Lines) | 1 | EA | $5,000.00 | $5,000.00 |
| 4 | 8" Gate Valve (Includes Box) | 14 | EA | $2,630.00 | $36,820.00 |
| 5 | Pressure Testing and Chlorination | 7,495 | LF | $2.00 | $14,990.00 |
| 6 | Connection to Exist Water Line (Line in Blackjack Road) | 1 | EA | $5,200.00 | $5,200.00 |
| | | | | **TOTAL =** | **$615,970.00** |

**WATER IMPROVEMENTS (UPSIZED ONSITE W1)**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | 16" Water Pipe (Includes Fittings) | 7,495 | LF | $120.00 | $899,400.00 |
| 2 | Fire Hydrant Assmebly (Includes Tees, Fittings, Valves) | 15 | EA | $7,950.00 | $119,250.00 |
| 3 | Automatic Flush Valve Assembly (Dead End Lines) | 1 | EA | $5,000.00 | $5,000.00 |
| 4 | 16" Gate Valve (Includes Box) | 14 | EA | $5,500.00 | $77,000.00 |
| 5 | Pressure Testing and Chlorination | 7,495 | LF | $2.00 | $14,990.00 |
| 6 | Connection to Exist Water Line (Line in Blackjack Road) | 1 | EA | $5,200.00 | $5,200.00 |
| | | | | TOTAL = | $1,120,840.00 |
| | | | | **TOTAL (CITY COST, DELTA BETWEEN UPSIZED ONSITE W1 AND ONSITE W1) =** | **$504,870.00** |

**WATER IMPROVEMENTS (OFFSITE W1)**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | 8" Water Pipe (Includes Fittings) | 4,105 | LF | $58.00 | $238,090.00 |
| 2 | Fire Hydrant Assmebly (Includes Tees, Fittings, Valves) | 10 | EA | $7,950.00 | $79,500.00 |
| 3 | 8" Gate Valve (Includes Box) | 5 | EA | $2,630.00 | $13,150.00 |
| 4 | Pressure Testing and Chlorination | 4,105 | LF | $2.00 | $8,210.00 |
| 5 | Connection to Exist Water Line (Existing Development) | 1 | EA | $5,200.00 | $5,200.00 |
| | | | | **TOTAL =** | **$344,150.00** |

**WATER IMPROVEMENTS (UPSIZED OFFSITE W1)**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | 16" Water Pipe (Includes Fittings) | 4,105 | LF | $120.00 | $492,600.00 |
| 2 | Fire Hydrant Assmebly (Includes Tees, Fittings, Valves) | 10 | EA | $7,950.00 | $79,500.00 |
| 3 | 16" Gate Valve (Includes Box) | 5 | EA | $5,500.00 | $27,500.00 |
| 4 | Pressure Testing and Chlorination | 4,105 | LF | $2.00 | $8,210.00 |
| 5 | Connection to Exist Water Line (Existing Development) | 1 | EA | $5,200.00 | $5,200.00 |
| | | | | TOTAL = | $613,010.00 |
| | | | | **TOTAL (CITY COST, DELTA BETWEEN UPSIZED OFFSITE W1 AND OFFSITE W1) =** | **$268,860.00** |

**SANITARY SEWER IMPROVEMENTS (S2 & S3)**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | Lift Station (50.00% of Total Cost) | 1 | LS | $1,650,000.00 | $1,650,000.00 |
| 2 | Force Main (19.42% of Total Cost, Based on Qpeak) | 1 | LS | $466,080.00 | $466,080.00 |
| | | | | **TOTAL =** | **$2,116,080.00** |

**SANITARY SEWER IMPROVEMENTS (CITY S2 & S3)**

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | Lift Station (50.00% of Total Cost) | 1 | LS | $1,650,000.00 | $1,650,000.00 |
| 2 | Force Main (80.58% of Total Cost, Based on Qpeak) | 1 | LS | $1,933,920.00 | $1,933,920.00 |
| | | | | **TOTAL (CITY COST) =** | **$3,583,920.00** |

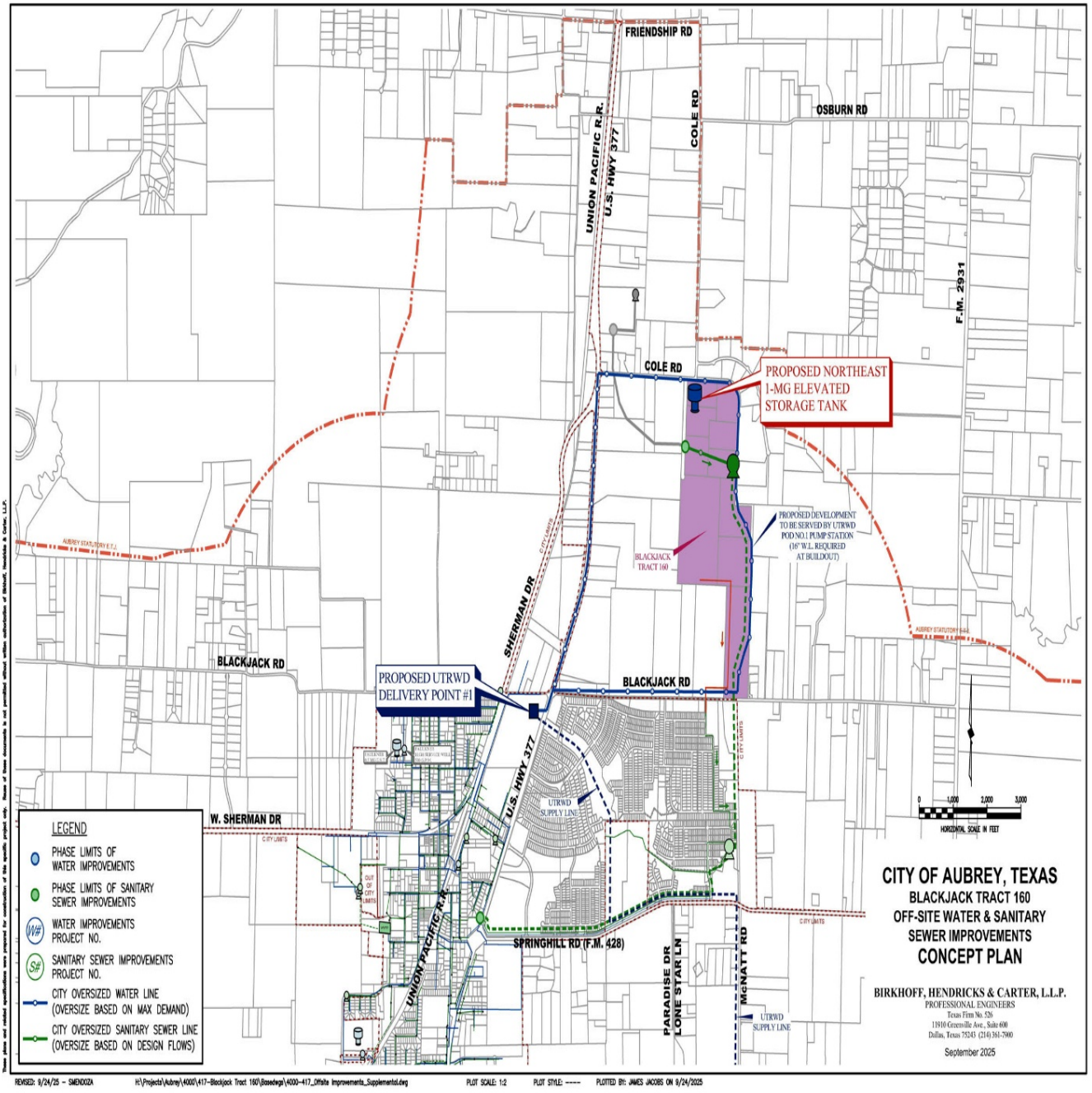
| DRAINAGE IMPROVEMENTS | | | | | |
|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 1 | Trench Safety | 7,515 | LF | $1.50 | $11,273.00 |
| 2 | 18" RCP | 1,100 | LF | $85.00 | $93,500.00 |
| 3 | 21" RCP | 525 | LF | $95.00 | $49,875.00 |
| 4 | 24" RCP | 45 | LF | $105.00 | $4,725.00 |
| 5 | 27" RCP | 370 | LF | $130.00 | $48,100.00 |
| 6 | 30" RCP | 30 | LF | $140.00 | $4,200.00 |
| 7 | 36" RCP | 430 | LF | $185.00 | $79,550.00 |
| 8 | 42" RCP | 1,410 | LF | $220.00 | $310,200.00 |
| 9 | 48" RCP | 575 | LF | $265.00 | $152,375.00 |
| 10 | 5'X4' RCB | 1,130 | LF | $435.00 | $491,550.00 |
| 11 | 6'x4' RCB | 735 | LF | $535.00 | $393,225.00 |
| 12 | 7'x4' RCB | 430 | LF | $635.00 | $273,050.00 |
| 13 | 8'x4' RCB | 735 | LF | $735.00 | $540,225.00 |
| 14 | 4' Junction Box | 7 | EA | $7,700.00 | $53,900.00 |
| 15 | 5' Junction Box | 7 | EA | $9,775.00 | $68,425.00 |
| 16 | 6' Junction Box | 4 | EA | $11,000.00 | $44,000.00 |
| 17 | 8' Junction Box | 2 | EA | $16,500.00 | $33,000.00 |
| 18 | 10' Junction Box | 5 | EA | $24,000.00 | $120,000.00 |
| 19 | 10' Curb Inlet | 20 | EA | $7,950.00 | $159,000.00 |
| 20 | PW Headwall | 2 | EA | $25,000.00 | $50,000.00 |
| 21 | SET Headwall (8'x4', 1 Pipe) | 2 | EA | $20,500.00 | $41,000.00 |
| 22 | Medium Rock Rip Rap | 260 | SY | $165.00 | $42,900.00 |
| 23 | Detention Pond Improvements (5% of Storm Drain Improvements Cost) | 1 | LS | $153,204.00 | $153,204.00 |
| | | | | TOTAL = | **$3,217,277.00** |

| PAVING IMPROVEMENTS | | | | | |
|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 1 | Hydrated Lime (48LB/SY) | 554 | TN | $340.00 | $188,360.00 |
| 2 | 8" Lime Treated Subgrade | 23,056 | SY | $4.50 | $103,752.00 |
| 3 | 10" Reinforced Conc Pvmt (25' B-B, Minor Arterial Half Section) | 20,960 | SY | $90.00 | $1,886,400.00 |
| 4 | 4" Thick Conc Sidewalk | 24,540 | SF | $7.50 | $184,050.00 |
| 5 | 5" Thick Conc Trail | 36,590 | SF | $9.50 | $347,605.00 |
| 6 | Barrier Free Ramp | 14 | EA | $3,000.00 | $42,000.00 |
| 7 | Furnish/Install Alum Sign Ground Mount City Std. | 15 | EA | $550.00 | $8,250.00 |
| 8 | Pavement Markings | 1 | LS | $65,000.00 | $65,000.00 |
| | | | | TOTAL = | **$2,825,417.00** |

| STREET LIGHT/MISCELLANEOUS IMPROVEMENTS | | | | | |
|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 1 | Street Lights | 12 | EA | $6,270.00 | $75,240.00 |
| | | | | TOTAL = | **$75,240.00** |

| SUMMARY OF IMPROVEMENTS | | |
|---|---|---|
| EARTHWORK AND EROSION CONTROL | | $264,484.00 |
| WATER IMPROVEMENTS | | $960,120.00 |
| SANITARY SEWER IMPROVEMENTS | | $2,116,080.00 |
| DRAINAGE IMPROVEMENTS | | $3,217,277.00 |
| PAVING IMPROVEMENTS | | $2,825,417.00 |
| STREET LIGHT/MISCELLANEOUS IMPROVEMENTS | | $75,240.00 |
| | | **$9,458,618.00** |
| CONTINGENCY (15%) | | $1,418,793.00 |
| | **TOTAL IMPROVEMENTS =** | **$10,877,411.00** |
| BONDS - PAYMENT, PERFORMANCE & MAINTENANCE (2%) | | $189,173.00 |
| ENGINEERING AND SURVEY (8%) | | $756,690.00 |
| INSPECTION AND TESTING (6%) | | $567,518.00 |
| | **TOTAL SOFT COST =** | **$1,513,381.00** |
| | **TOTAL MAJOR IMPROVEMENTS =** | **$12,390,792.00** |
| | WATER CITY COST | $773,730.00 |
| | SANITARY SEWER CITY COST | $3,583,920.00 |
| | **TOTAL CITY COST =** | **$4,357,650.00** |

**EXHIBIT B-1**
**Offsite Improvements**


FRIENDSHIP RD
OSBURN RD
COLE RD
UNION PACIFIC R.R.
U.S. HWY 377
F.M. 2931
PROPOSED NORTHEAST
1-MG ELEVATED
STORAGE TANK
PROPOSED DEVELOPMENT
TO BE SERVED BY UTRWD
POD NO.1 PUMP STATION
(16' W.L. REQUIRED
AT BUILDOUT)
BLACKJACK
TRACT 160
SHERMAN DR
BLACKJACK RD
PROPOSED UTRWD
DELIVERY POINT #1
W. SHERMAN DR
UTRWD
SUPPLY LINE
SPRINGHILL RD (F.M. 428)
PARADISE DR
LONE STAR LN
McNATT RD
HORIZONTAL SCALE IN FEET
LEGEND
PHASE LIMITS OF
WATER IMPROVEMENTS
PHASE LIMITS OF SANITARY
SEWER IMPROVEMENTS
WATER IMPROVEMENTS
PROJECT NO.
SANITARY SEWER IMPROVEMENTS
PROJECT NO.
CITY OVERSIZED WATER LINE
(OVERSIZE BASED ON MAX DEMAND)
CITY OVERSIZED SANITARY SEWER LINE
(OVERSIZE BASED ON DESIGN FLOWS)
CITY OF AUBREY, TEXAS
BLACKJACK TRACT 160
OFF-SITE WATER & SANITARY
SEWER IMPROVEMENTS
CONCEPT PLAN
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
Texas Firm No. 526
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900
September 2025
REVISED: 9/24/25 – SMENDOZA
H:\Projects\Aubrey\4000\417–Blackjack Tract 160\Basedwgs\4000–417_Offsite Improvements_Supplemental.dwg
PLOT SCALE: 1:2
PLOT STYLE: ----
PLOTTED BY: JAMES JACOBS ON 9/24/2025

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**
**PROFESSIONAL ENGINEERS**
Texas Firm F526

**Project No.** 4000-417

**Client:** City of Aubrey, Texas
**Project:** Proposed Blackjack Tract 160 Development
Off-Site Water and Wastewater Improvements

**Date:** 25-Sep-25
**By:** CR

## ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST SUMMARY

| Phase No. | Project No. | Description | Responsible Party: Blackjack Tract 160 | Responsible Party: City | Grand Total |
|---|---|---|---|---|---|
| SEWER (1) | S1 (a) | **18-Inch Sanitary Sewer through Blackjack Tract 160 Development to Pecan Creek North Lift Station** | | | |
| | | - Furnish & Install 18-Inch Sanitary Sewer | 19.4% | 80.6% | |
| | | **Project No. S1 Total:** | **$ 94,538** | **$ 392,232** | **$486,770** |
| | S2 (b) | **Pecan Creek North Lift Station** | | | |
| | | - Construction of Lift Station with Firm Pumping Capacity of 2.42 MGD | 46.9% | 53.1% | |
| | | **Project No. S2 Total:** | **$ 1,107,000** | **$ 1,254,600** | **$2,361,600** |
| | S3.1 (c) | **14-Inch Force Main from Pecan Creek North Lift Station to Blackjack & Future McNatt** | | | |
| | | - Furnish & Install 14-Inch Force Main | 19.4% | 80.6% | |
| | | **Project No. S3.1 Total:** | **$ 160,953** | **$ 667,784** | **$ 828,737** |
| | S3.2 (d) | **14-Inch Force Main from Blackjack & Future McNatt to Pecan Creek Lift Station** | | | |
| | | - Furnish & Install 14-Inch Force Main | 19.4% | 80.6% | |
| | | **Project No. S3.2 Total:** | **$ 265,193** | **$ 1,100,269** | **$ 1,365,462** |
| | | | 32.3% | 67.7% | |
| | | **Sanitary Sewer Improvements Total:** | **$ 1,627,684** | **$ 3,414,885** | **$5,042,569** |

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**
**PROFESSIONAL ENGINEERS**
Texas Firm F526

**Project No.** 4000-417

**Client:** City of Aubrey, Texas
**Project:** Proposed Blackjack Tract 160 Development
Off-Site Water and Wastewater Improvements

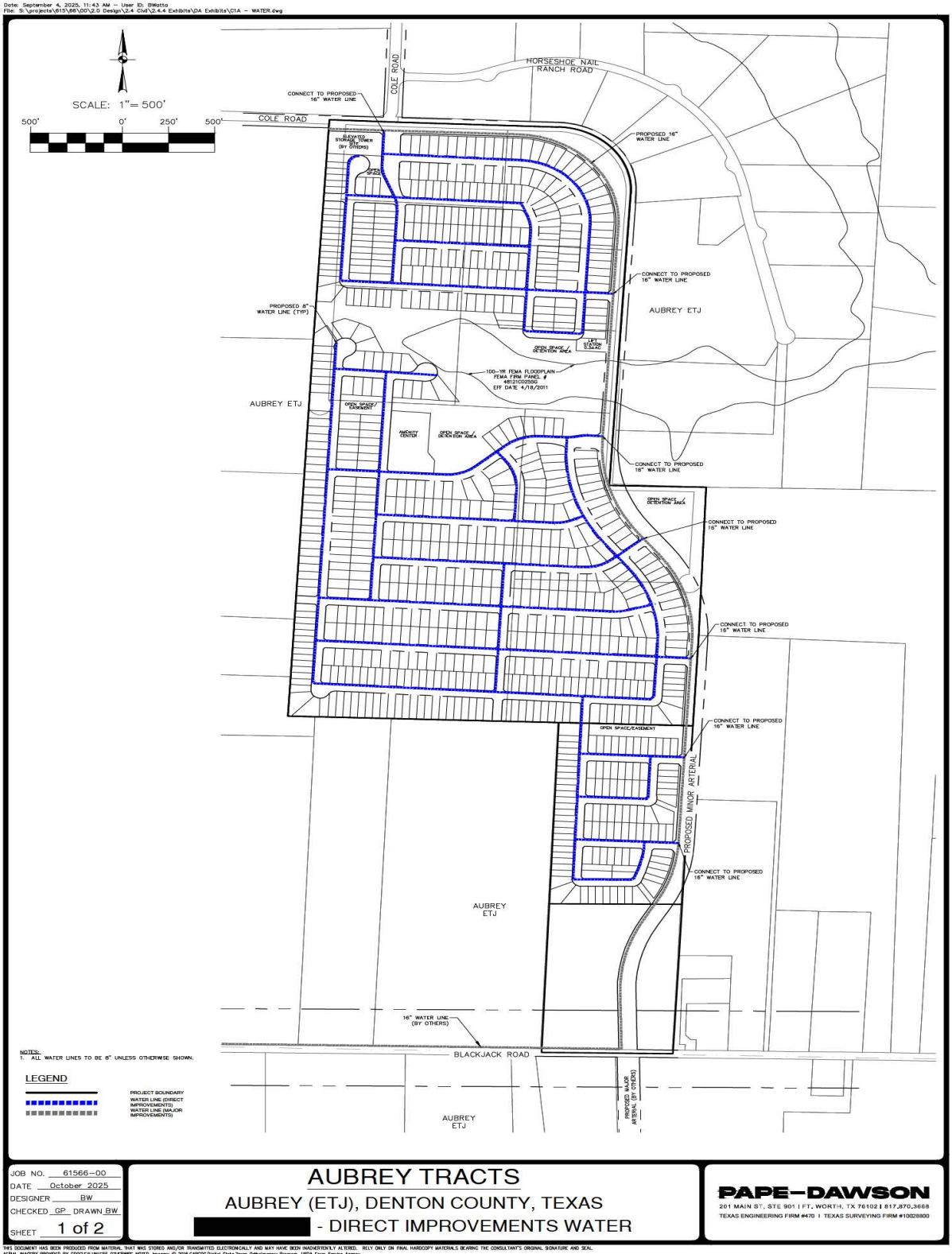
**Date:** 25-Sep-25
**By:** CR

## ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST SUMMARY

| Phase No. | Project No. | Description | Responsible Party: Blackjack Tract 160 | Responsible Party: City | Grand Total |
|---|---|---|---|---|---|
| WATER | W1 (e) | **16-Inch Water Line from Blackjack & Future McNatt to Cole Road** | | | |
| | | - Furnish & Install 16-Inch Water Line | 62.5% | 37.5% | |
| | | **Project No. W1 Total:** | **$ 950,003** | **$ 570,636** | **$ 1,520,639** |
| | W2 (f) | **16-Inch Water Line from High Pointe Phase 2 to Blackjack & Future McNatt** | | | |
| | | - Furnish & Install 16-Inch Water Line | 65.1% | 34.9% | |
| | | **Project No. W2 Total:** | **$ 1,289,872** | **$ 691,733** | **$ 1,981,605** |
| | | | 64.0% | 36.0% | |
| | | **Water System Improvements Total:** | **$ 2,239,875** | **$ 1,262,369** | **$3,502,244** |
| | | **Off-Site Improvements Total:** | **$ 3,867,560** | **$ 4,677,254** | **$ 8,544,813** |
| | | **Percentage Allocation:** | **45.3%** | **54.7%** | **100%** |

Notes:
1) For the following projects, the Developer is responsible for the cost of off-site utilities required to support the proposed development, while the City agrees to pay the oversize cost to participate in the off-site utilities to serve the proposed development and other regional development needs:
   b) Construction of 0.47 MGD lift station (City oversize 0.47 MGD to 2.42 MGD lift station; City to lead design and construction)
   e) Construction of 8-inch water line (City oversize 8-inch to 16-inch line; Developer to lead design and construction)
   f) Construction of 8-inch water line (City oversize 8-inch to 16-inch line; City to lead design and construction)
2) For the following projects, the percentage allocation was based off peak wastewater flows, dividing each party's peak wastewater flow by the total peak flow of 2.42 MGD at development buildout (Blackjack Tract 160 - 0.47 MGD, 19.4%; City of Aubrey + Others - 1.95 MGD, 80.6%)
   a) Construction of 18-inch sanitary sewer (Developer to lead design and construction)
   c) Construction of 14-inch force main (Developer to lead design and construction)
   d) Construction of 14-inch force main (City to lead design and construction)

**EXHIBIT B-2**
**Onsite Improvements**


Date: September 4, 2025, 11:43 AM – User ID: BWatts
File: S:\projects\615\66\00\2.0 Design\2.4 Civil\2.4.4 Exhibits\DA Exhibits\01A – WATER.dwg
SCALE: 1"= 500'
500' 0' 250' 500'
COLE ROAD
HORSESHOE NAIL RANCH ROAD
CONNECT TO PROPOSED 16" WATER LINE
PROPOSED 16" WATER LINE
ELEVATED STORAGE TANK SITE (BY OTHERS)
OPEN SPACE
AUBREY ETJ
PROPOSED 8" WATER LINE (TYP)
LIFT STATION (BY OTHERS)
100-YR FEMA FLOODPLAIN FEMA FIRM PANEL # 48121C0250G EFF DATE 4/18/2011
OPEN SPACE/ EASEMENT
AMENITY CENTER
OPEN SPACE/ DETENTION AREA
PROPOSED MINOR ARTERIAL
16" WATER LINE (BY OTHERS)
BLACKJACK ROAD
PROPOSED MAJOR ARTERIAL (BY OTHERS)
NOTES:
1. ALL WATER LINES TO BE 8" UNLESS OTHERWISE SHOWN.
LEGEND
PROJECT BOUNDARY
WATER LINE (DIRECT IMPROVEMENTS)
WATER LINE (MAJOR IMPROVEMENTS)
JOB NO. 61566-00
DATE October 2025
DESIGNER BW
CHECKED GP DRAWN BW
SHEET 1 of 2
AUBREY TRACTS
AUBREY (ETJ), DENTON COUNTY, TEXAS
[redacted] - DIRECT IMPROVEMENTS WATER
PAPE-DAWSON
201 MAIN ST, STE 901 | FT. WORTH, TX 76102 | 817.870.3668
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800
THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.
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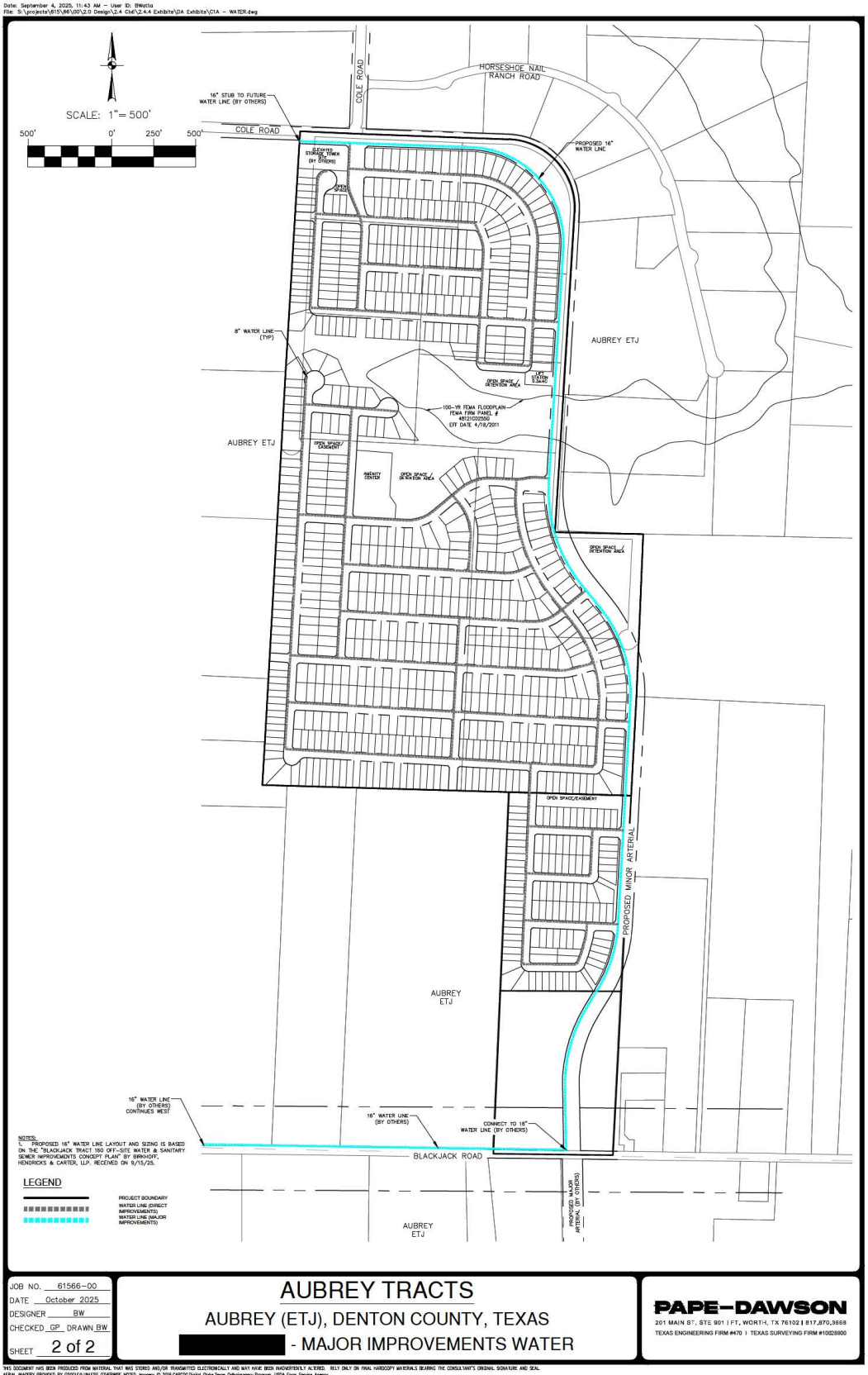
Date: September 4, 2025, 11:43 AM – User ID: BWatts
File: S:\projects\615\66\00\2.0 Design\2.4 Civil\2.4.4 Exhibits\DA Exhibits\C1A – WATER.dwg
SCALE: 1"= 500'
500' 0' 250' 500'
16" STUB TO FUTURE WATER LINE (BY OTHERS)
COLE ROAD
HORSESHOE NAIL RANCH ROAD
PROPOSED 16" WATER LINE
ELEVATED STORAGE TOWER (BY OTHERS)
OPEN SPACE
8" WATER LINE (TYP)
AUBREY ETJ
OPEN SPACE / DETENTION AREA
LIFT STATION (BY OTHERS)
100-YR FEMA FLOODPLAIN
FEMA FIRM PANEL # 48121C0225G
EFF DATE 4/18/2011
OPEN SPACE / EASEMENT
AMENITY CENTER
OPEN SPACE / DETENTION AREA
OPEN SPACE / DETENTION AREA
OPEN SPACE/EASEMENT
PROPOSED MINOR ARTERIAL
AUBREY ETJ
16" WATER LINE (BY OTHERS) CONTINUES WEST
16" WATER LINE (BY OTHERS)
CONNECT TO 16" WATER LINE (BY OTHERS)
BLACKJACK ROAD
PROPOSED MAJOR ARTERIAL (BY OTHERS)
AUBREY ETJ
NOTES:
1. PROPOSED 16" WATER LINE LAYOUT AND SIZING IS BASED ON THE "BLACKJACK TRACT 160 OFF-SITE WATER & SANITARY SEWER IMPROVEMENTS CONCEPT PLAN" BY BIRKHOFF, HENDRICKS & CARTER, LLP. RECEIVED ON 9/15/25.
LEGEND
PROJECT BOUNDARY
WATER LINE (DIRECT IMPROVEMENTS)
WATER LINE (MAJOR IMPROVEMENTS)
JOB NO. 61566-00
DATE October 2025
DESIGNER BW
CHECKED GP DRAWN BW
SHEET 2 of 2
AUBREY TRACTS
AUBREY (ETJ), DENTON COUNTY, TEXAS
[redacted] - MAJOR IMPROVEMENTS WATER
PAPE-DAWSON
201 MAIN ST., STE 901 | FT. WORTH, TX 76102 | 817.870.3668
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800
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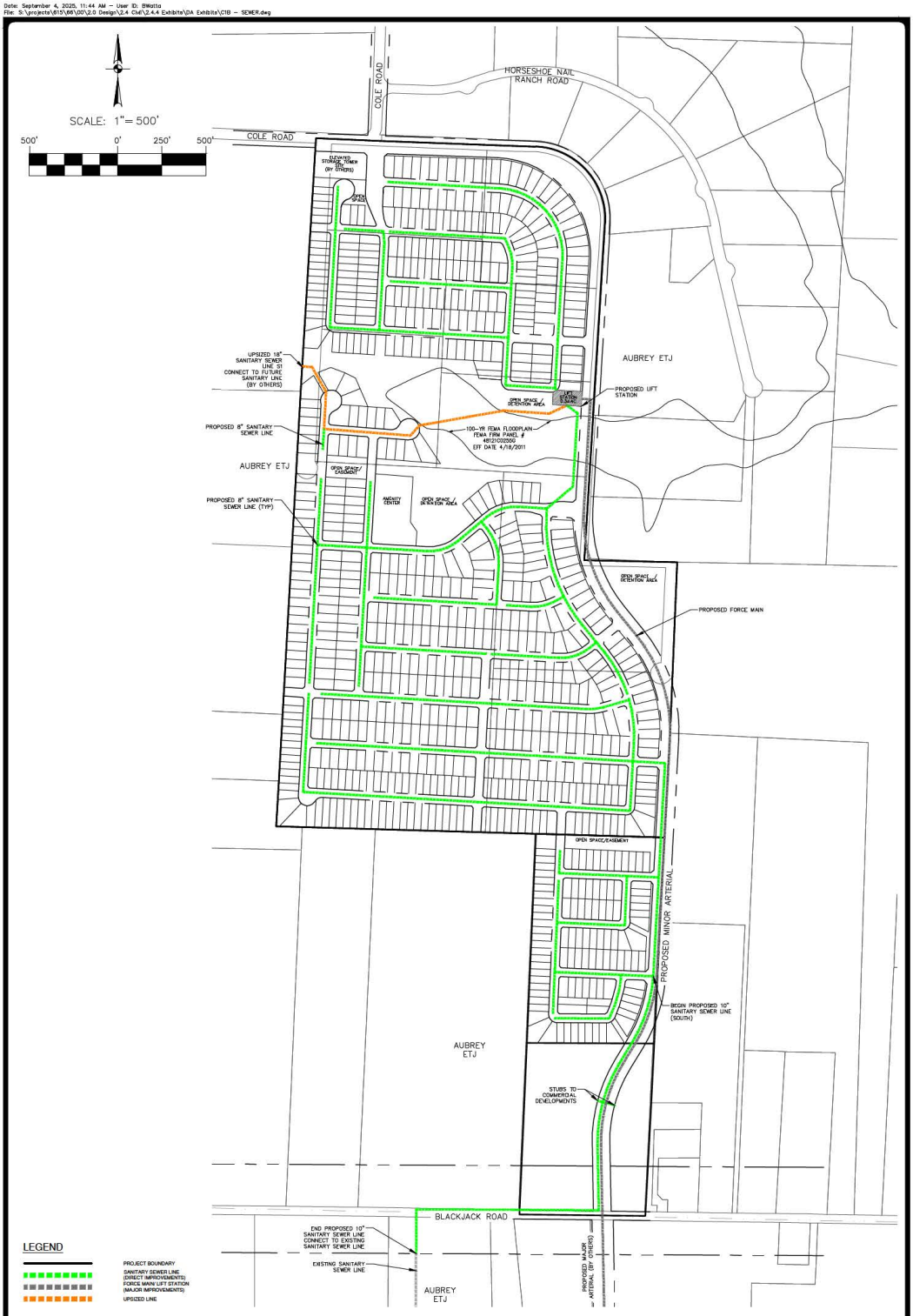


JOB NO. 61566-00
DATE October 2025
DESIGNER BW
CHECKED GP DRAWN BW
SHEET 1 of 2

# AUBREY TRACTS

AUBREY (ETJ), DENTON COUNTY, TEXAS

[redacted] - DIRECT IMPROVEMENTS SEWER


**PAPE-DAWSON**
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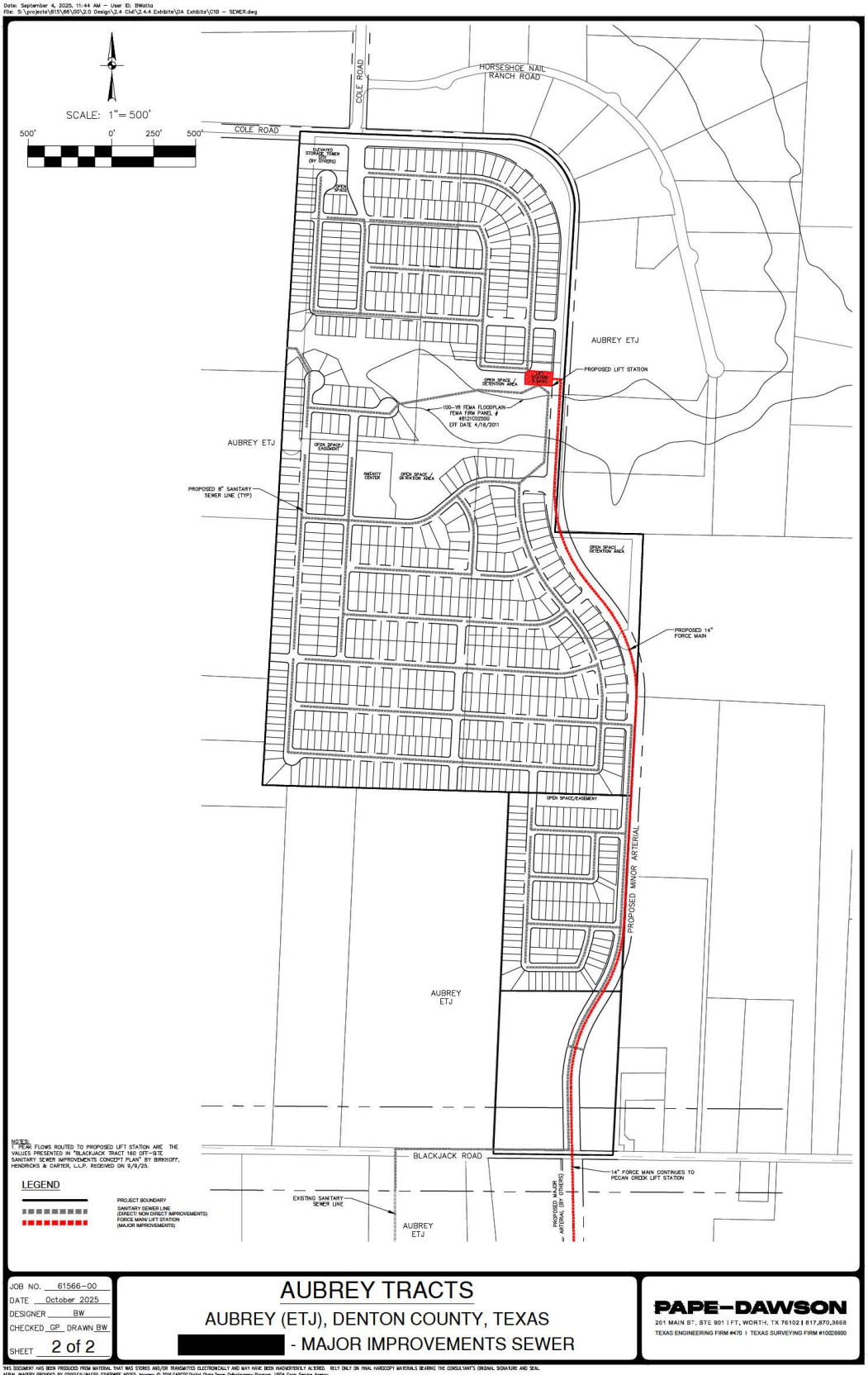


JOB NO. 61566-00
DATE October 2025
DESIGNER BW
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SHEET 2 of 2

# AUBREY TRACTS

AUBREY (ETJ), DENTON COUNTY, TEXAS

[redacted] - MAJOR IMPROVEMENTS SEWER

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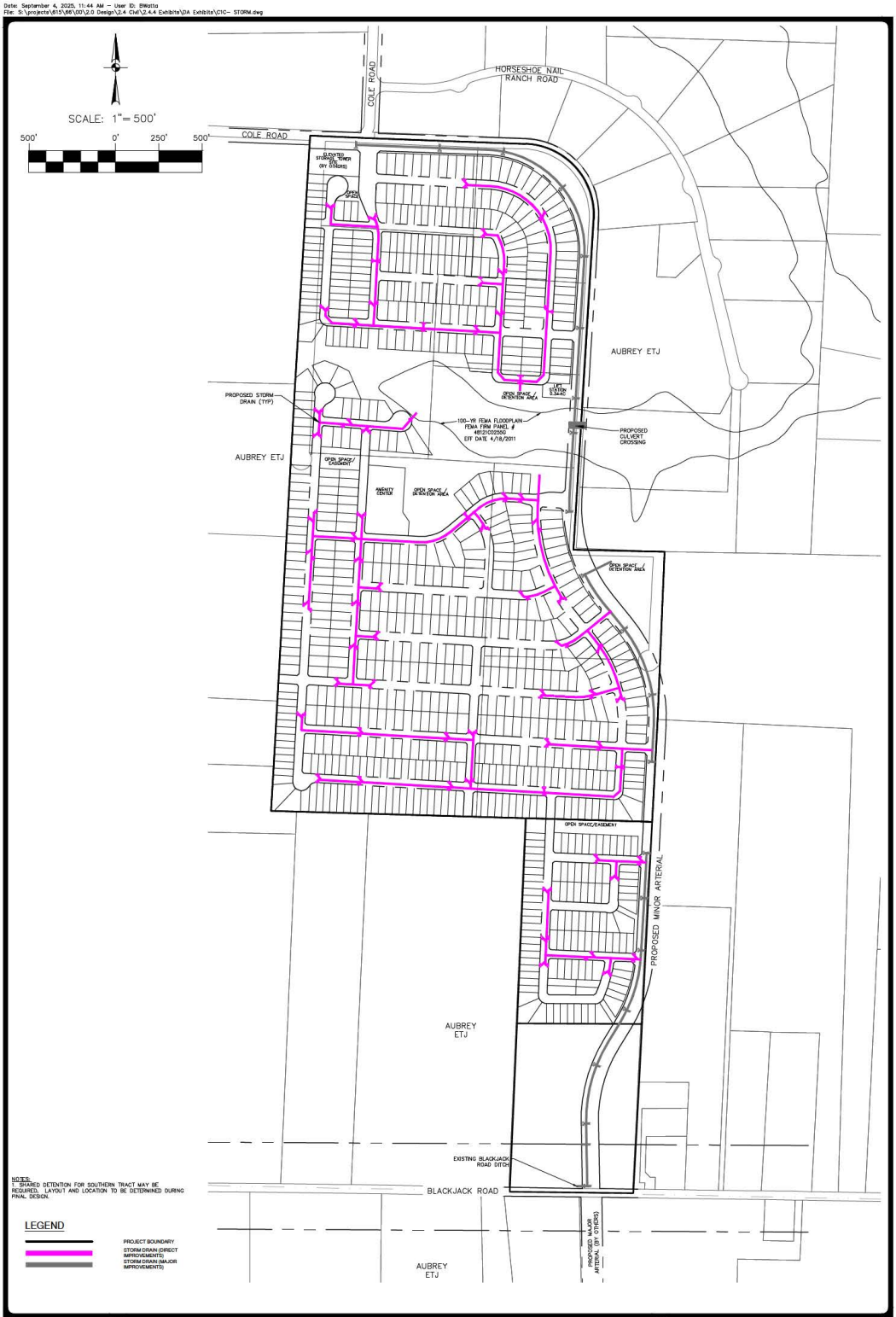


JOB NO. 61566-00
DATE October 2025
DESIGNER BW
CHECKED GP DRAWN BW
SHEET 1 of 2

# AUBREY TRACTS

AUBREY (ETJ), DENTON COUNTY, TEXAS

[redacted] - DIRECT IMPROVEMENTS STORM


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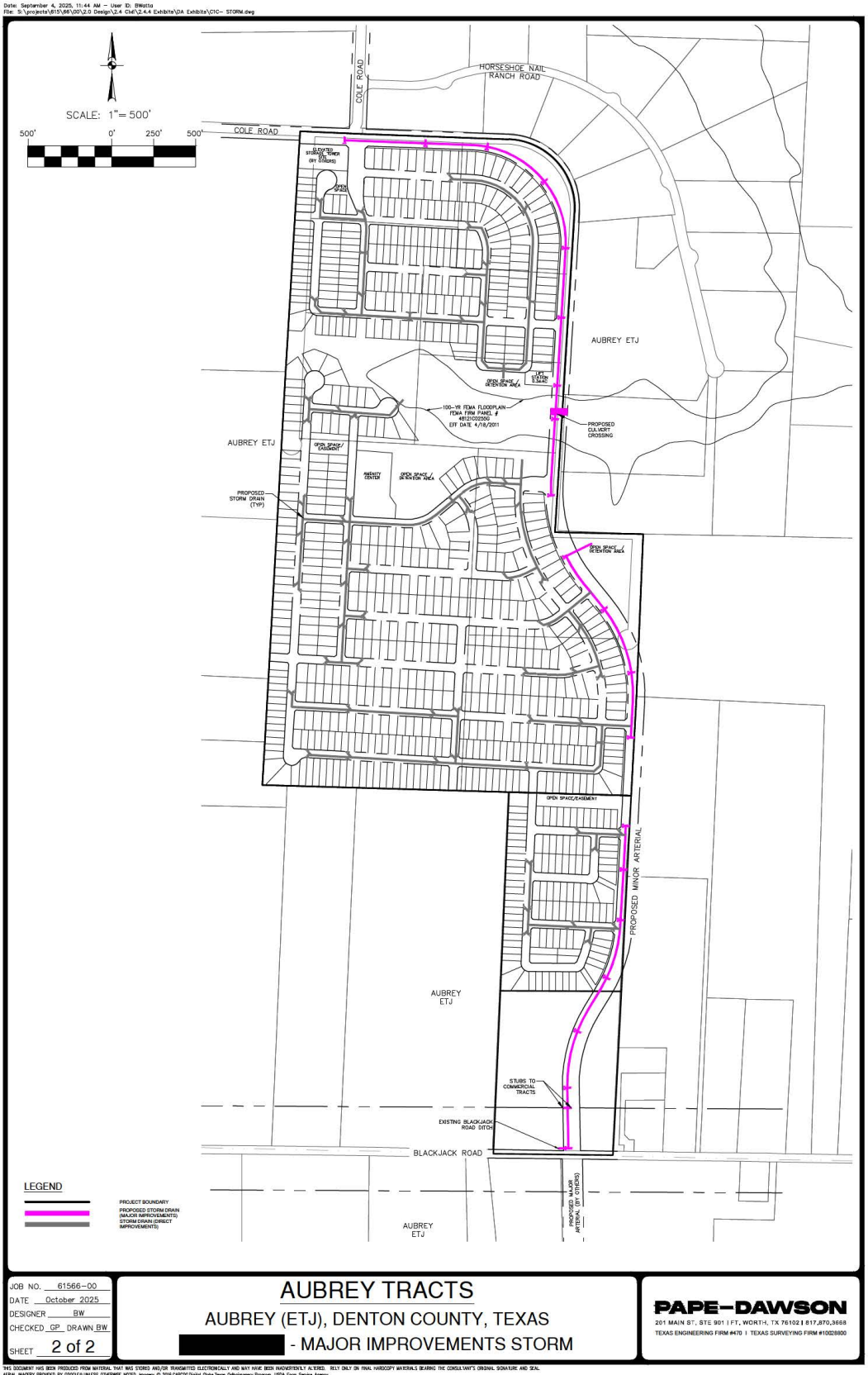
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SCALE: 1"= 500'
500' 0' 250' 500'
COLE ROAD
HORSESHOE NAIL RANCH ROAD
COLE ROAD
ELEVATED STORAGE TOWER (BY OTHERS)
OPEN SPACE
AUBREY ETJ
OPEN SPACE / DETENTION AREA
LIFT STATION (LA#2)
100-YR FEMA FLOODPLAIN FEMA FIRM PANEL # 48121C0225G EFF DATE 4/18/2011
PROPOSED CULVERT CROSSING
AUBREY ETJ
OPEN SPACE / EASEMENT
AMENITY CENTER
OPEN SPACE / DETENTION AREA
PROPOSED STORM DRAIN (TYP)
OPEN SPACE / DETENTION AREA
OPEN SPACE/EASEMENT
PROPOSED MINOR ARTERIAL
AUBREY ETJ
STUBS TO COMMERCIAL TRACTS
EXISTING BLACKJACK ROAD DITCH
BLACKJACK ROAD
PROPOSED MAJOR ARTERIAL (BY OTHERS)
AUBREY ETJ
LEGEND
PROJECT BOUNDARY
PROPOSED STORM DRAIN (MAJOR IMPROVEMENTS)
STORM DRAIN (DIRECT IMPROVEMENTS)
JOB NO. 61566-00
DATE October 2025
DESIGNER BW
CHECKED GP DRAWN BW
SHEET 2 of 2
AUBREY TRACTS
AUBREY (ETJ), DENTON COUNTY, TEXAS
[redacted] - MAJOR IMPROVEMENTS STORM
PAPE-DAWSON
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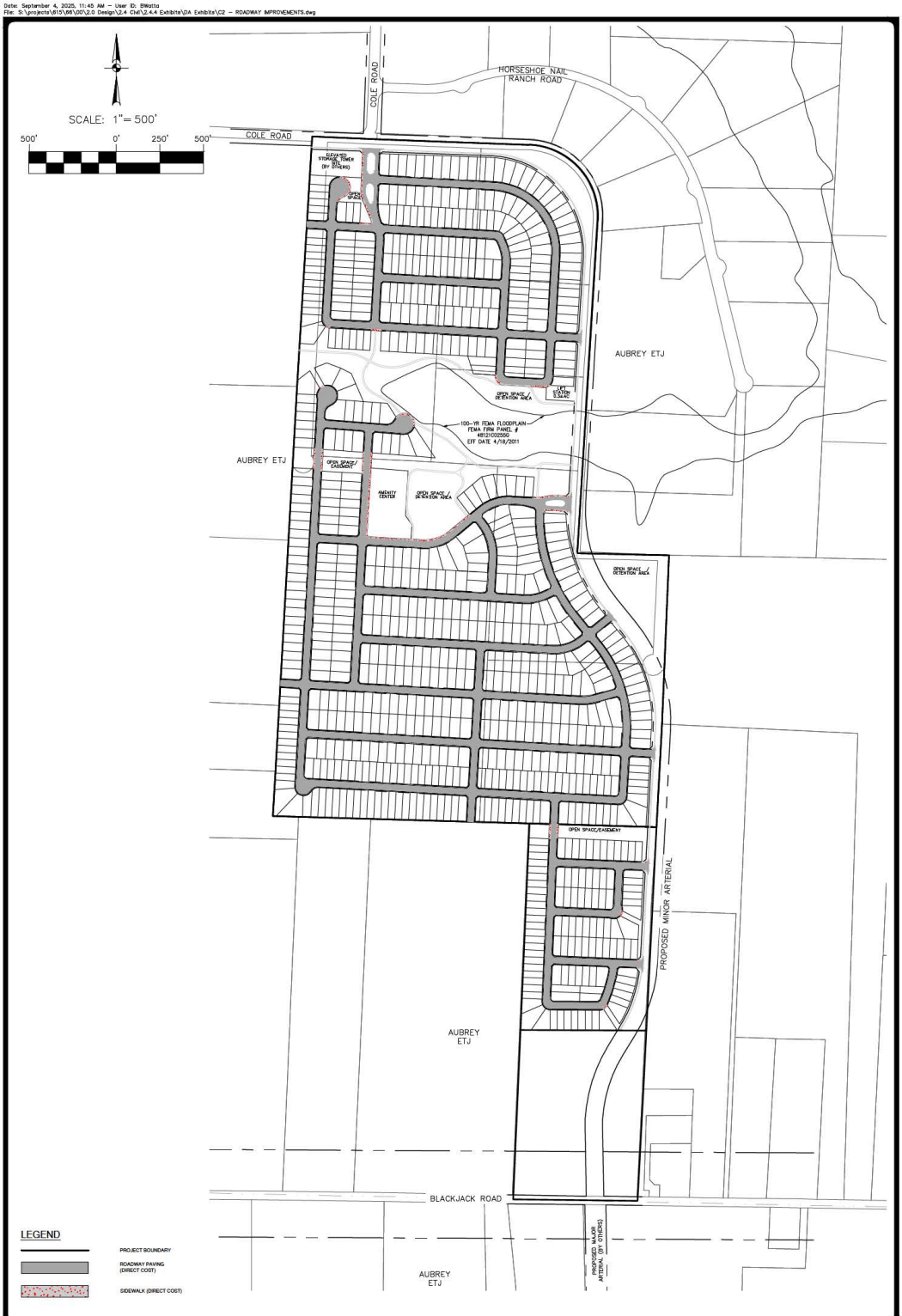


JOB NO. 61566-00
DATE October 2025
DESIGNER BW
CHECKED GP DRAWN BW
SHEET 1 of 3

# AUBREY TRACTS

AUBREY (ETJ), DENTON COUNTY, TEXAS

[redacted] - DIRECT IMPROVEMENTS PAVING


PAPE-DAWSON
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TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800



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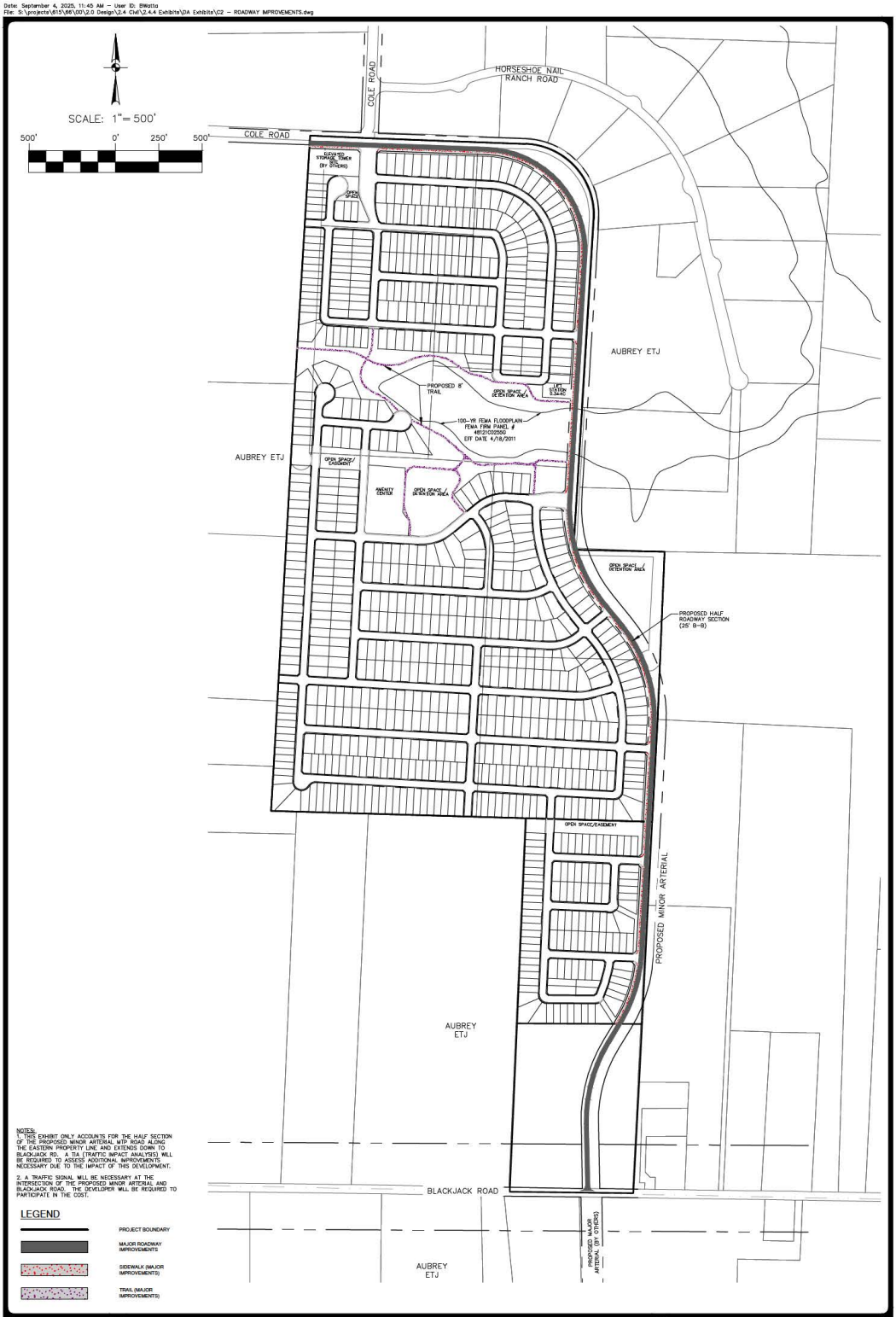


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DATE October 2025
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SHEET 2 of 3

# AUBREY TRACTS

AUBREY (ETJ), DENTON COUNTY, TEXAS

[redacted] - MAJOR IMPROVEMENTS PAVING


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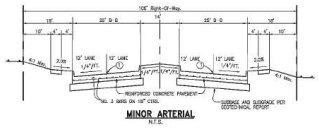


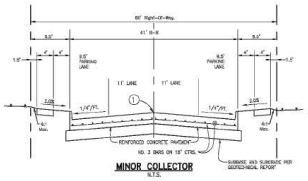


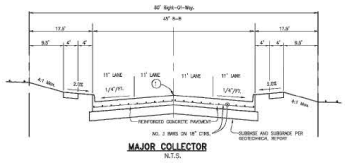


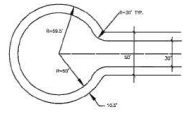


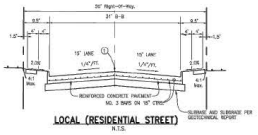


**LEGEND**

(1) – SAWED LONGITUDINAL SUMMIT JOINT

(2) – A. CONSTRUCTION JOINT (FULL WIDTH PAVE. IS ALLOWED WHERE APPROVED BY CITY).
B. DELETE IT WHEN PAVING IS 25 FT. WIDTH TO BE WIDENED IN FUTURE.
C. INSTALL CURB IF PAVING IS LESS THAN FULL WIDTH OF 37'-38'.

(LEGNED_PVMT)

NOTE
1. CONCRETE SECTION SHALL CONFIRM TO THE CITY OF AUBREY TECHNICAL CONSTRUCTION STANDARDS AND SPECIFICATIONS MANUAL.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | AUBREY TEXAS | | | | CITY OF AUBREY, TEXAS<br>STANDARD CONSTRUCTION DETAILS<br>PAVING / SECTIONS / MINOR ARTERIAL, LOCAL & COLLECTOR STREETS & CUL-DE-SAC | AUGUST, 2024 | SHEET NO.<br>02 |

REVISED: 9/29/24 – MPenday | I:\Projects\Aubrey\4100\66\Standard Construction Details\Standard Details 2.0\Aubrey-02.dwg | PLOT SCALE: 1:2 | PLOT STYLE: 11x17.ctb | PLOTTED BY: Nolan Pendey ON 9/19/2024

| | | |
|---|---|---|
| JOB NO. 61566-00<br>DATE October 2025<br>DESIGNER BW<br>CHECKED GP DRAWN BW<br>SHEET 3 of 3 | AUBREY TRACTS<br>AUBREY (ETJ), DENTON COUNTY, TEXAS<br>[redacted] - TYPICAL ROADWAY SECTIONS | PAPE-DAWSON<br>201 MAIN ST., STE 901 \| FT. WORTH, TX 76102 \| 817.870.3668<br>TEXAS ENGINEERING FIRM #470 \| TEXAS SURVEYING FIRM #10028800 |

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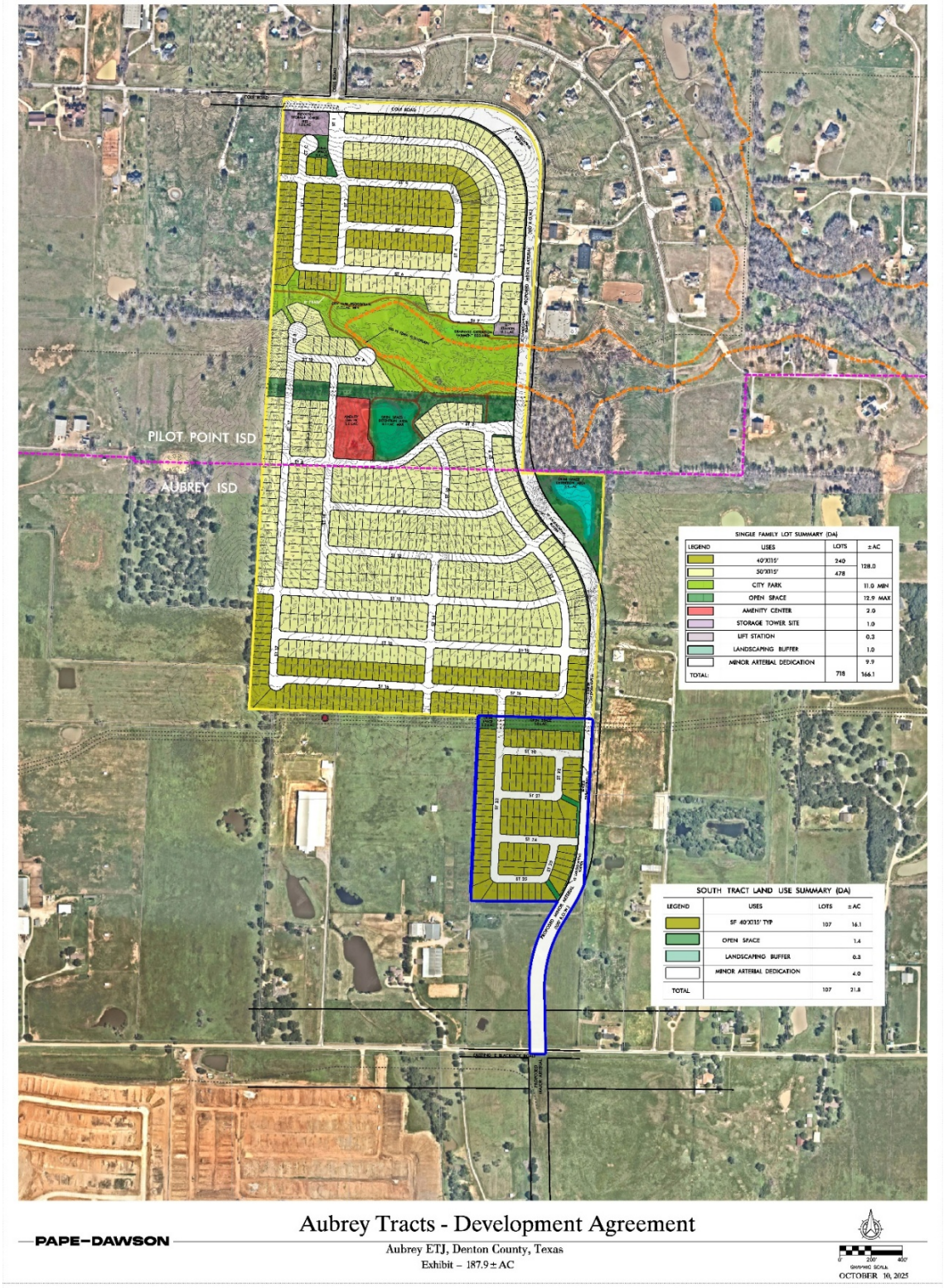
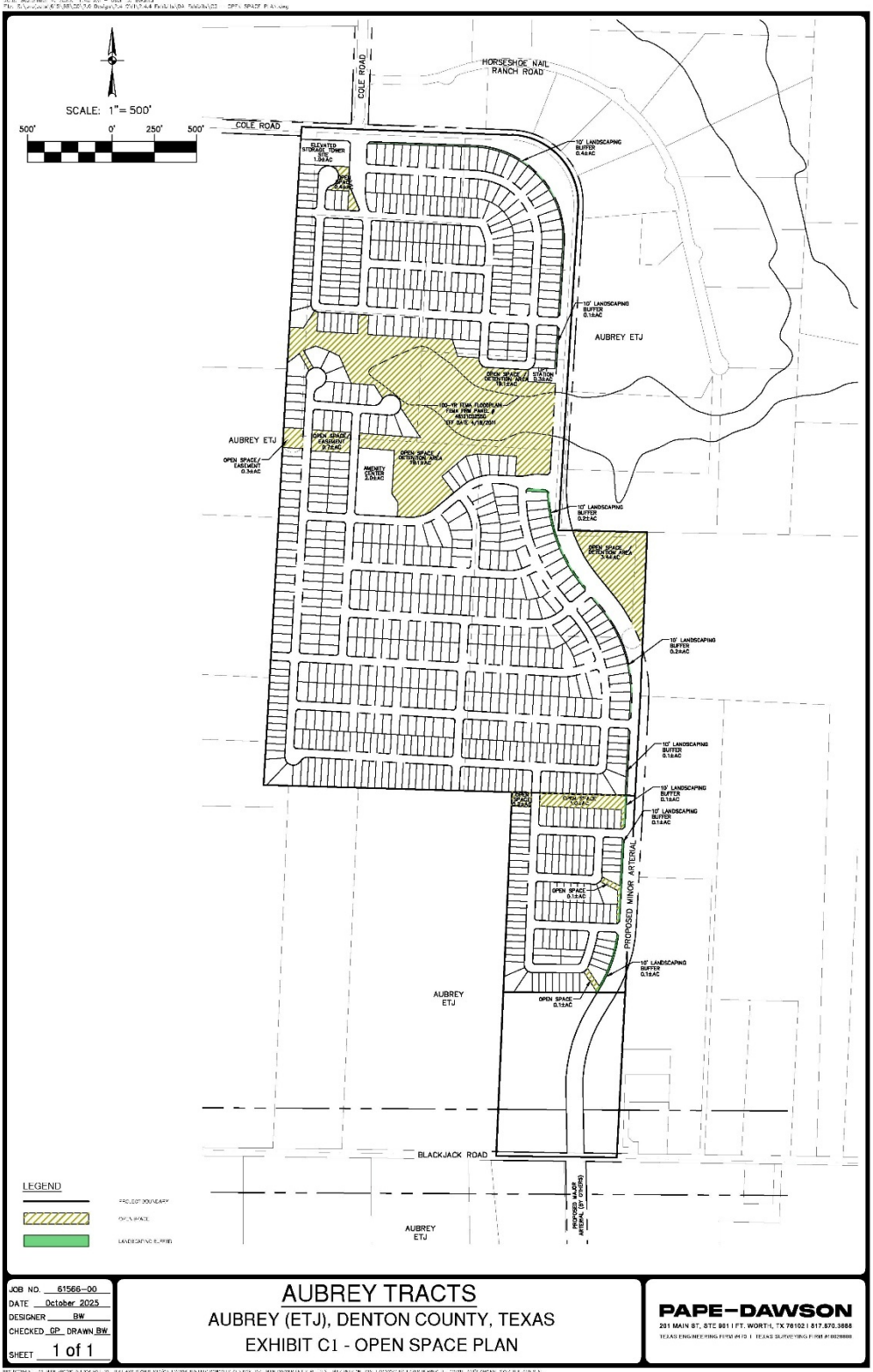
# EXHIBIT C
## Concept Plan



# EXHIBIT C-1
## Open Space Plan



# EXHIBIT C-2
## Screening Plan

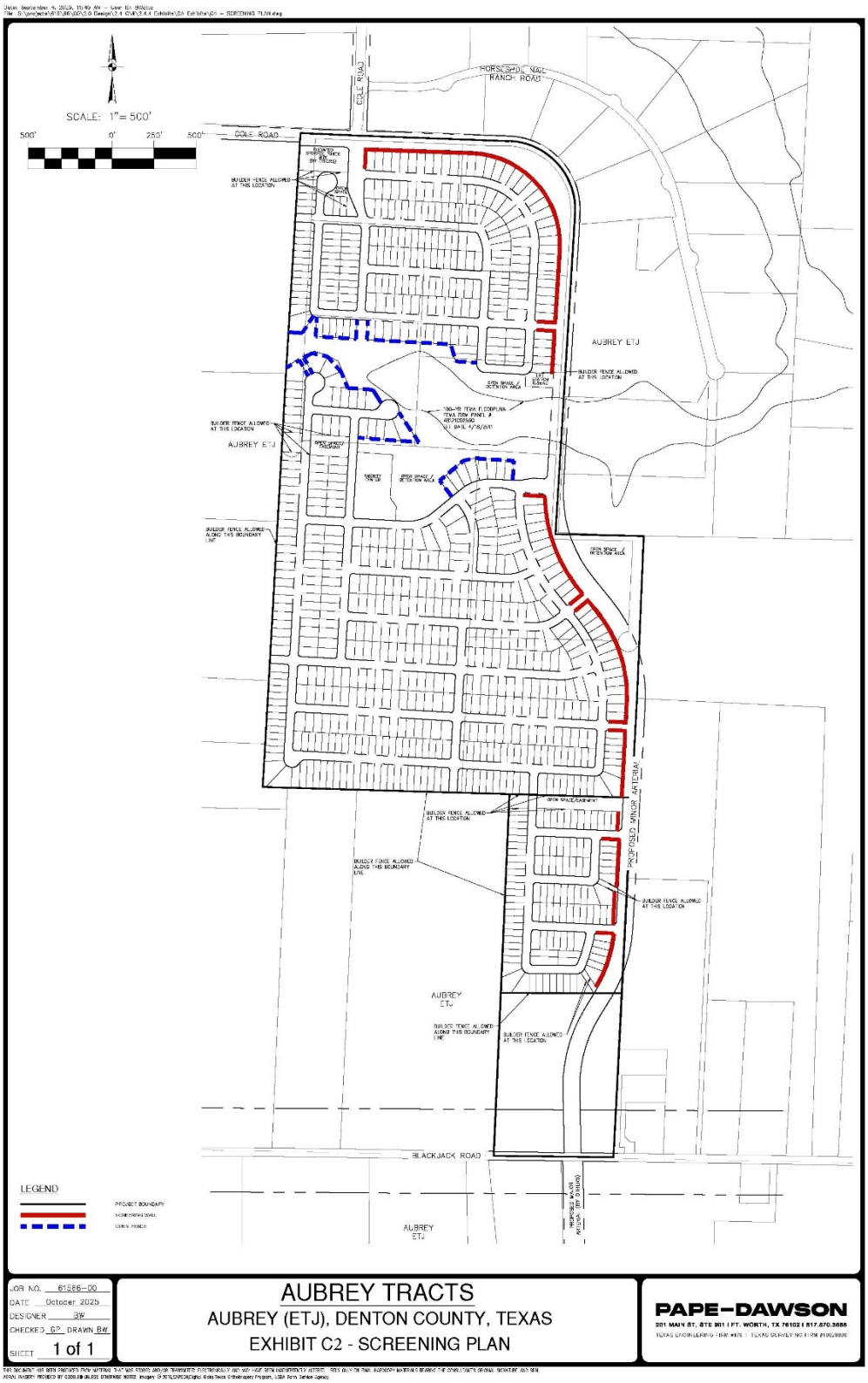


**EXHIBIT C-3**
**CCN Map**

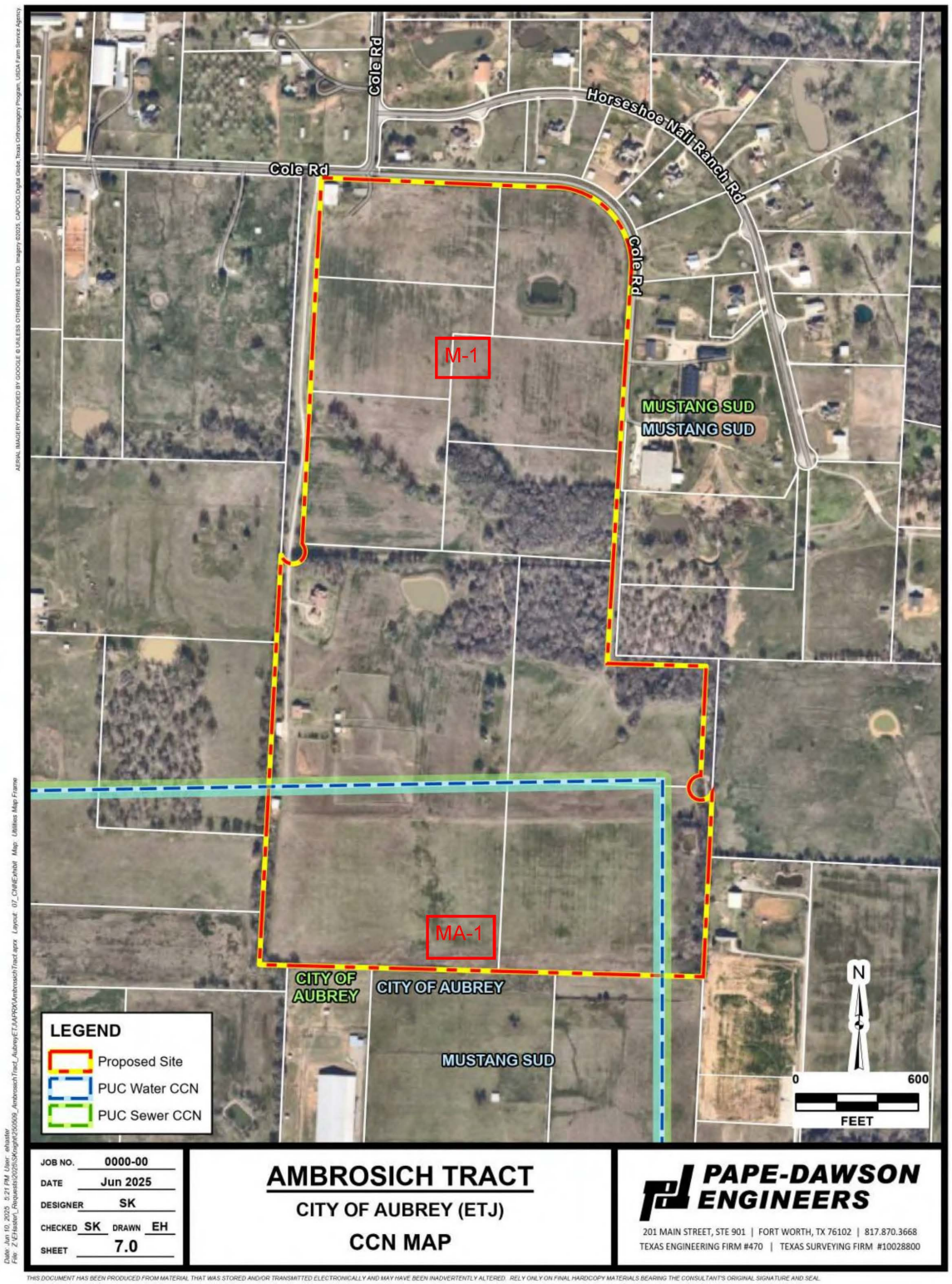


**EXHIBIT D**
**Development Regulations**

## SECTION 1 BASE DISTRICT

**(A)** *Single-Family District:* The base zoning district for all single-family development so identified on the concept plan, shown as Exhibit C of the Aubrey/Trailhead Development Agreement (the "Concept Plan") shall be the SF75 Single-Family Residential 7,500 Square Feet District, as modified herein.

## SECTION 2 SINGLE-FAMILY TYPE A

**(A)** *General purpose and description.* This district provides a slightly higher density single-family housing district in the city's ETJ. Development in the Single-Family Type A district is limited primarily to single-family dwellings and certain community and recreational facilities to serve residents of the district.

**(B)** *Permitted Uses.* Lot Type Single-Family Type A shall comply with those uses listed for the SF75 district in the Aubrey Code of Ordinances Chapter 14, Zoning, Exhibit 14A, Zoning Ordinance, Section 12, SF75 – SINGLE-FAMILY RESIDENTIAL 7,500 SQUARE FEET.

i. In addition to those uses listed above, the following uses are permitted by right:
   1. Model homes (inclusive of early permits quantity as limited by ordinance)
   2. Temporary sales offices
   3. Temporary construction offices
   4. Temporary asphalt batch plants
   5. Temporary concrete batch plants
   6. Temporary construction yards
   7. Temporary concrete washouts (only when properly constructed and maintained)
   8. Temporary erosion control sediment basins

**(C)** *Area, yard, height, and lot coverage requirements for proposed Single Family Type A & B*

| Description | Type A (40' Lot) Measurement | Type B (50' Lot) Measurement |
|---|---|---|
| Maximum height (feet) | 45 | 45 |
| Side yard width (feet) | 5 (10 adjacent to street) | 5 (10 adjacent to street) |
| Rear yard (feet) | 15 | 15 |

| | | |
|---|---|---|
| Front yard (feet) | 20 | 20 |
| Minimum lot area (square feet) | 4,400 | 5,500 |
| Minimum lot width (feet)[1] | 40 | 50 |
| Minimum lot depth (feet) | 110 | 110 |
| Minimum structure size (square feet) | 1,200 | 1,200 |
| Maximum lot coverage (%) | 60% | 60% |
| | | |

**1 Minimum lot width to be measured along the building line**

**(D)** *The maximum number of residential lots will be 850, with a requirement to have a maximum of 50% Type A (40' Lots) and a minimum of 50% of Type B (50' Lots).*

## SECTION 3 MASONRY REQUIREMENTS

**(A)** *Exterior Wall Masonry.* All homes abutting Trivedi Parkway (Minor Arterial) exterior walls, excluding doors, windows, window units, shall be compromised of one hundred percent (100%) masonry. All other exterior walls, excluding doors, windows, and window units, shall be compromised of at least sixty percent (60%) masonry product. Masonry products shall include stone, brick, cultured stone, and cementitious materials such as Hardy Plank, and stucco. Hardy Plank material shall be limited to fifty percent (50%) of any exterior wall.

## SECTION 4 SUPPLEMENTARY DISTRICT REGULATIONS

**(A)** *Open space.* This development shall conform to the City of Aubrey Code of Ordinances, Chapter 10, Subdivision Regulation, Exhibit 10A, Subdivision Ordinance, Article 4, PUBLIC SITES AND OPEN SPACES, Section 5, Park Land and Public Facility Dedication, and provide a minimum of five (5) acres of Open Space (of which a detention facilities, utility easements, and floodplain/floodway are included in the minimum).

i. The open spaces shall be planned in a manner to be an amenity to the development by maintaining the existing natural features as much as

possible, including existing trees and waterways. The general location and size shall conform to the Concept Plan.

ii. A minimum of five (5) acres net of the detention area shall be provided.

iii. The open space will be owned and maintained by the HOA. Public access to the open space will be provided and allowed, excluding the Amenity Center.

iv. The open space shall include an 8footconcrete trail throughout the floodplain and adjacent to detention areas (excluding the detention area east of the Minor Arterial). A 4" caliper canopy tree at 200-foot intervals (may be grouped), a 2" caliper ornamental tree at 200-foot intervals (may be grouped), pedestrian scale lighting (solar allowed), and two (2) dog waste stations shall be required along the 8' concrete trails.

v. Throughout the open space at least two (2) play structures, two benches, lighting, and landscaping shall be required.

**(B)** *Amenity Center*.

i. Shall include a minimum of five (5) parking spaces and one (1) handicap space will be provided at or near the Amenity Center.

ii. The Amenity Center will include a swimming pool, a pool deck, restrooms, an outdoor gathering area.

iii. If designated dog area is provided adjacent to the Amenity Center, a dog waste station and trash receptacle will be provided.

**(C)** *Park Land Dedication.* Developer shall dedicate approximately eleven (11) acres of park land.

i. The park land shall be planned in a manner to be an amenity to the public by maintaining the existing natural features as much as possible, including existing trees and waterways. The general location and size shall conform to the Concept Plan. The developer shall make every reasonable effort to preserve existing trees on-site for the park land, prioritizing their retention during planning, construction, and site development activities.

ii. The park land will be owned and maintained by the city.

iii. The park land shall include an 8 foot concrete trail around the floodplain. Pedestrian scale lighting (solar allowed), and two (2) dog waste station shall be required along the 8 foot concrete trails.

iv. As supported by the Property based on site engineer, disc golf holes shall be installed in the park area, two benches, lighting, and landscaping shall be required. It is intended that the property contain eighteen (18) disc golf

holes; however, if based upon site conditions identified by Developer and confirmed by City Engineer, the Property will not accommodate eighteen (18) holes, the Developer shall construct as many disc golf holes as supported by the Property, which number shall in no case be less than nine (9) holes.

v. A minimum of five (5) parking spaces and one (1) handicap space will be provided at or near the entrance of the golf course.

**(D)** *Tree mitigation.* A tree preservation plan and tree mitigation shall not be required for this development.

**(E)** *Land disturbance.* An early clearing and grading permit is required by the City and can be applied for once grading plans have been submitted and approved by the City Engineer.

**(F)** *Property Owners or Homeowners Associations.* Establishment of HOA shall conform to Chapter 10 Subdivision Regulation, Exhibit 10A, Subdivision Ordinance, Article 4 PUBLIC SITES AND OPEN SPACES, Section 4, Property Owners or Homeowners Associations of the City of Aubrey Code of Ordinances.

**(G)** *Accessory Buildings.* No accessory building/structure shall be erected or placed within five (5) feet from any side or rear lot line. No carports shall be permitted.

**(H)** *Garages*. Shall be a minimum of 400 square feet and may contain metal/carriage style doors.

**(I)** *Screening.* For single-family homes adjacent to the proposed minor arterial (100 -foot right-of-way), the developer shall provide (at his/her expense) a minimum six (6) foot tall masonry screening wall in a minimum ten (10) foot HOA landscape lot. Masonry columns shall be constructed on a maximum spacing of one-hundred feet (100') on center. A five (5) foot wall maintenance easement shall be provided along the residential lots common property boundary with the masonry screening wall. A minimum six-foot tall open metal fence shall be provided for homes backing to open space or as depicted on the screening exhibit. Specific locations and types shall adhere to the Screening Exhibit. All other fences shall be wood, builder fences.

i. Required plants along Minor Arterial per 100 linear feet shall be as outlined below. Clustering plants materials at the entries is recommended and shrubbery shall not be planted in straightaway sections.

1. Canopy Trees 1
2. Understory Trees 2
3. Shrubs 8

**(J)** *Subdivision Identification Sign.* The maximum of a Subdivision Identification Sign shall be 160 square feet per sign with a maximum height of ten (10) feet, unless an alternative design is otherwise approved by the Sign Board.

**(K)** *Front Yard Landscaping Minimum Requirements.* The following landscaping requirements shall apply to the subject Property for all front yards.

i. Trees. A minimum of one (1) – three-inch (3") caliper tree shall be provided measured twelve-inches (12") from the ground.
ii. Shrubs. A minimum of twelve (12) five-gallon shrubs shall be provided in the front yard.
iii. Lawn. Sod is required.
iv. Irrigation. Irrigation is required.

## SECTION 5 TECHNICAL CONSTRUCTION STANDARDS AND SPECIFICATIONS

**(L)** *Streets.* The construction, arrangement, character, extent, width, grade and location of all streets shall conform to the City of Aubrey Code of Ordinances Chapter 10, Subdivision Regulation, Exhibit 10A Subdivision Ordinance, Article 3, SUBDIVISION DESIGN STANDARDS, Section 1, Streets. *All construction and engineering design shall comply with* Aubrey's Technical Construction Standards and Specification (TCSS) Manual as amended, except as otherwise provided for in this document.

i. *If the minimum horizontal centerline curvature for a Minor Arterial is not achievable the design speed may be reduced down to 35mph, with appropriate signage.*

**(M)** *Approach Streets and Access.* All Subdivisions must have at least two points of vehicular access and must be connected via improved Streets (Streets that meet the City Standards) to the City's improved Thoroughfare and Street system by one or more Approach Streets of such dimensions and improved to such standards as required herein. All residential Subdivisions shall provide no less than one entrance for each 150 lots, stub streets for future development are considered an entrance.

***(N)*** *Maximum and Minimum Length of Block or Street Segments.* The maximum length of any Street segment, excluding a looped Street, shall be 3,000 feet. The maximum length of any block segment shall be 2,000 feet. The minimum length of any block or street segment shall be 200 ft as measured along the Street centerline and between the point(s) of intersection with other through Streets. Dead-End-Street segments shall not be considered its own standalone segment measured from the centerline to the nearest intersection through street. A Cul-De-Sac or Dead-End Street shall not be considered a through street. The Block Length is not measured along the side of a block that does not include the front of any Lot.

***(O)*** *Street Openings to Adjoining Properties.* Subdivision design shall provide for a reasonable number and reasonable locations of Street openings to adjoining properties. Such an opening shall occur at least every 1,700 feet, in alignment with abutting Subdivision Streets along each boundary of the Subdivision, or as depicted on the Concept Plan.

***(P)*** *Adequate Emergency Access.* The Subdivision shall be designed to provide adequate emergency access for public safety vehicles. Each residential Lot in the Subdivision shall have a minimum frontage (measured at the property line) of at least 30 feet on a dedicated public Street.

**(Q)** *Street lights.* Street light locations and installations shall be coordinated by the Subdivider with the power company and the City. Street lighting shall conform to the latest edition of the Illuminating Engineering Society Handbook and the City of Aubrey's Technical Construction Standards and Specification (TCSS) Manual. Streetlight manufacturer shall be approved by the City's Director of Public Works. Street lights shall be installed at a maximum distance of 600 feet apart, at intersections, and at the ends of Cul-de-sacs. The Subdivider shall pay for the electricity used by the Street lights until building permits are issued for 80% of the lots, after which time the City shall pay for the cost of electricity used. Adequate lighting is required at the cluster mailbox locations.

**(R)** *Street Names and Signs.* Shall conform to the City of Aubrey Code of Ordinances, Chapter 10 Subdivision Regulation, Exhibit 10A Subdivision Ordinance, Article 5, IMPROVEMENTS REQUIRED PRIOR TO ACCEPTANCE OF SUBDIVISION, Section 4, Street Names and Signs and Aubrey's Technical Construction Standards and Specification (TCSS) Manual as amended, except as otherwise provided in this document.

**(S)** *Detention.* Stormwater detention shall conform to the City of Aubrey's Technical Construction Standards and Specification (TCSS) Manual as adopted at time of recordation of this document and the City of Aubrey Code of Ordinances, Chapter 10, Subdivision Regulation, Exhibit 10A Subdivision Ordinance, Article 3, SUBDIVISION DESIGN STANDARDS, Section 11, Storm Water Collection and Conveyance Systems.

**(T)** *Solid Waste.* The City shall provide solid waste management services to the Property.

**(U)** *Retaining Wall Requirements,* Construction Regulations, and Design Criteria. Use of retaining walls shall be minimized in the development. All retaining walls shall conform to the City of Aubrey Code of Ordinances, Chapter 10 Subdivision Regulation, Exhibit 10A Subdivision Ordinance, Article 5, IMPROVEMENTS REQUIRED PRIOR TO ACCEPTANCE OF SUBDIVISION, Section 6, Retaining Wall Requirements, Construction Regulations, and Design Criteria.

**(V)** *Visibility Easements.* Whenever an intersection of two or more public Rights-of-Way occurs, a triangular visibility area shall be created. The visibility Easement for each type of intersection shall conform to the City of Aubrey Code of Ordinances Chapter 10, Subdivision Regulation, Exhibit 10A Subdivision Ordinance, Article 3, SUBDIVISION DESIGN STANDARDS, Section 4, Easements as well as Aubrey's Technical Construction Standards and Specification (TCSS) Manual as amended, except as otherwise provided for in this document.

*i. Intersection of two collector or Local Streets (or one of each): 10 feet from the intersection Right-of-Way.*

**EXHIBIT E**
**HOME BUYER DISCLOSURE PROGRAM**

The PID Administrator for the Trailhead Public Improvement District (the "PID") shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the Property.

2. Require homebuilders to attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer's contract on brightly colored paper.

3. Collect a copy of the addendum signed by each buyer from homebuilders and provide to the City.

4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.

5. Prepare and provide to homebuilders an overview of the existence and effect of the PID for those homebuilders to include in each sales packet of information that it provides to prospective homebuyers.

6. Notify homebuilders who estimate monthly ownership costs of the requirement that they must include special assessments in estimated Property taxes.

7. Notify Settlement Companies through the homebuilders that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.

8. Include notice of the PID in the homeowner association documents in conspicuous bold font.

9. The City will include announcements of the PID on the City's web site.

The Developer and the PID Administrator shall regularly monitor the implementation of this disclosure program and shall take appropriate action to require these notices to be provided when one of them discovers that any requirement is not being complied with.

**EXHIBIT F**
**LANDOWNER AGREEMENT**

**CONSENT AND AGREEMENT OF LANDOWNER**

[TO BE EXECUTED PRIOR TO THE LEVY OF ASSESSMENTS FOR EACH SERIES OF BONDS WITH EACH PHASE]

This Consent and Agreement of Landowner is issued by SMC Development, LLC, a Texas limited liability company as the landowner (the "Landowner") who holds record title to all property located within the Trailhead Public Improvement District (the "PID") created by the City of Aubrey pursuant to a petition of Landowner. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the City's ordinance levying assessments on property within the PID, dated _____, 2025, including the Service and Assessment Plan and Assessment Rolls attached thereto (the "Assessment Ordinance").

Landowner(s) hereby declare and confirm that they collectively hold record title to all property in the PID which are subject to the Assessment Ordinances, as set forth on **Exhibit A,** attached hereto and incorporated herein**.** Landowner(s) hereby consent to the Covenants, Conditions and Restrictions set forth in **Exhibit B** attached hereto and incorporated herein. Further, Landowner(s) hereby ratify, declare, consent to, affirm, agree to and confirm each of the following:

1. The creation and boundaries of the PID, the boundaries of each Assessed Property, and the Authorized Improvements for which the Assessments are being made, as set forth in the Service and Assessment Plan.

2. The determinations and findings as to benefits by the City in the Assessment Ordinance and the Service and Assessment Plan.

3. The Assessment Ordinance and the Service and Assessment Plan and Assessment Roll.

4. The right, power and authority of the City Council to adopt the Assessment Ordinances and the Service and Assessment Plans and Assessment Roll;

5. Each Assessment levied on each Assessed Property as shown in the Service and Assessment Plan (including interest and Administrative Expenses as identified in the Service and Assessment Plan and as updated from time to time as set forth in the Service and Assessment Plan).

6. The Authorized Improvements specially benefit the Assessed Property in an amount in excess of the Assessment levied on each Assessed Property, as such Assessments are shown on the Assessment Roll.

7. Each Assessment is final, conclusive and binding upon such Landowner, regardless of whether such Landowner may be required to pay Assessments under certain circumstances pursuant to the Service and Assessment Plan.

8. The then-current owner of each Assessed Property shall pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance.

9. Delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act.

10. The "Annual Installments" of the Assessments may be adjusted, decreased and extended in accordance with the Service and Assessment Plan, and the then-current owner of each Assessed Property shall be obligated to pay its revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City.

11. As of the date hereof, all notices required to be provided to Landowner under the PID Act have been received and to the extent of any defect in such notice, Landowner hereby waives any notice requirements and consents to all actions taken by the City with respect to the creation of the PID and the levy of the Assessments.

12. That the resolution creating the PID, the Ordinance levying the Assessments the Service and Assessment Plan and a Notice of Creation of Special Assessment District and Imposition of Special Assessment to be provided by the City, shall be filed in the records of the County Clerk of Denton County, with copies of the recorded documents delivered to the City promptly after receipt thereof by the recording party, as a lien and encumbrance against the Assessed Property. Provided, Landowner, by acknowledging such items will be recorded and become a lien and encumbrance, is not committing to be responsible for the recording of such items or the delivery of such items to the City.

13. Each Assessed Property owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll are wholly within the boundaries of the PID.

14. There are no Parcels owned by the Landowner within the boundaries of the PID that are not identified in the Service and Assessment Plan and the Assessment Roll.

15. Each Parcel owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll against which no Assessment has been levied was Non-Benefited Property as of the date of this Consent and Agreement of Landowner.

IN WITNESS WHEREOF, the undersigned has caused this Consent of Landowner to be executed as of _____, 2025.

SMC Development, LLC
a Texas limited liability company

By: _____
Name: Nash Chasi
Its: President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2025 by Nash Chasi, President of SMC Development, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

**EXHIBIT A TO LANDOWNER AGREEMENT**
**METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL**

**EXHIBIT B TO LANDOWNER AGREEMENT**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this "Declaration") is made as of _____ by _____ a Texas _____ (the "Landowner").

**RECITALS:**

A. The Landowner holds record title to that portion of the real property located in Denton County, Texas, which is described in the attached **Exhibit I** (the "Landowner's Parcel").

B. The City Council of the City of Aubrey, Texas (the "City Council") upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Trailhead Public Improvement District (the "District") by the then record owners taxable real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Denton County) in the area requested to be included in the District and the record owners of taxable real property that constitute more than fifty percent (50 %) of all of the area of all taxable real property that are liable for assessment within the area requested to be included in the District, created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").

C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (the "Assessments") on property in the District.

D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into this Declaration.

**DECLARATIONS:**

NOW, THEREFORE, the Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

**1. Acceptance and Approval of Assessments and Lien on Property:**

(a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.

(b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment Lien") against the property assessed, superior to all other liens or claims except for liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within the District will not extinguish the Assessment or any unpaid but not yet due Annual Installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due Annual Installments of the Assessment.

It is the clear intention of all parties to this Declaration, that the Assessments, including any Annual Installments of the Assessments (as such Annual Installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any Annual Installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

**2. Landowner or any subsequent owner of the Landowner's Parcel waives:**

(a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;

(b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;

(c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;

(d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and

(e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.

**3.** **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the Real Property Records of Denton County, Texas.

**4.** **Third Party Beneficiary:** The City is a third party beneficiary to this Declaration and may enforce the terms hereof.

5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice as required by Section 5.014 of the Texas Property Code, as amended.

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

**LANDOWNER:**

SMC Development, LLC
a Texas limited liability company

By: _____
Name: Nash Chasi
Its: President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2025 by Nash Chasi, President of SMC Development, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

**EXHIBIT G**
**CERTIFICATION FOR PAYMENT FORM**

**PAYMENT CERTIFICATE NO. _____ ("PAYMENT CERTIFICATE")**

Reference is made to that certain Indenture of Trust by and between the City and the Trustee dated as of _____ (the "Indenture") relating to the "City of Aubrey, Texas, Special Assessment Revenue Bonds, Series 2024 (Trailhead Public Improvement District Project)" (the "Bonds"). Unless otherwise defined, any capitalized terms used herein shall have the meaning ascribed to them in the Indenture. SMC Development, LLC, a Texas limited liability company (the "Developer") requests payment to the Developer (or to the person designated by the Developer) from the Authorized Improvement Account of the Project Fund from _____, N.A., (the "Trustee"), in the amount of _____ ($_____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements providing a special benefit to property within the Trailhead Public Improvement District.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Payment Certificate on behalf of the Developer and is knowledgeable as to the matters set forth herein.

2. The itemized payment requested for the below referenced Authorized Improvement(s) has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

3. The itemized amounts listed for the Authorized Improvement(s) below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Authorized Improvement(s); and such costs: (i) are in compliance with the Development Agreement; and (ii) are consistent with and within the cost identified for such Authorized Improvements as set forth in the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.

5. The Developer has timely paid all ad valorem taxes and Annual Installments of Assessments it owes or an entity the Developer controls owes, located in the Trailhead Public Improvement District and has no outstanding delinquencies for such Assessments.

6. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.

7. The work with respect to the Authorized Improvement(s) referenced below (or its completed segment) has been completed and the City has inspected such Authorized Improvement(s) or completed segment.

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

**Payments requested are as follows:**

| Payee / Description of Authorized Improvement | Total Cost Authorized Improvement | Budgeted Cost of Authorized Improvement | Amount requested be paid from the Authorized Improvement Account |
|---|---|---|---|
| | | | |
| | | | |

Attached hereto, are receipts, purchase orders, Change Orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "all bills paid" affidavits or "conditional all bills paid" affidavits, as applicable, and supporting documentation in the standard form for City construction projects.

Pursuant to the Development Agreement, after receiving this payment request, the City is authorized to inspect the Authorized Improvement (or completed, section or portion thereof segment) and confirm that said work has been completed in accordance with City approved plans and all applicable governmental laws, rules, City Regulations as defined in the Development Agreement.

**Payments requested hereunder shall be made as directed below:**

a. X amount to Person or Account Y for Z goods or services.
b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

SMC Development, LLC,
a Texas limited liability company

By: _____
Name: Nash Chasi
Its: President

Date:_____

**APPROVAL OF REQUEST BY CITY**

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and authorizes and directs payment of the amounts set forth below by Trustee from the Authorized Improvement Account of the Project Fund to the Developer or other person designated by the Developer as listed and directed on such Certificate for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Authorized Improvements.

| Amount of Payment Certificate Request | Amount to be Paid by Trustee from Authorized Improvement Account |
|---|---|
| $_____ | $_____ |

**CITY OF AUBREY, TEXAS**

By: _____
Name: _____
Title: _____
Date: _____

**EXHIBIT H**
**CLOSING DISBURSEMENT REQUEST**

The undersigned is an agent for _____ , (the "Developer") and requests payment from:

[the Cost of Issuance Account of the Project Fund] [the Improvement Account of the Project Fund] from_____, (the "Trustee") in the amount of _____DOLLARS ($_____) for costs incurred in the establishment, administration, and operation of the Trailhead Public Improvement District (the "District"), as follows:

| Closing Costs Description | Cost | PID Allocated Cost |
|---|---|---|
| | | |
| | | |
| **TOTAL** | | |

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer and is knowledgeable as to the matters set forth herein.

2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds has not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below itemized costs is a true and accurate representation of the Authorized Improvement Costs incurred by Developer with the establishment of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Bond Indenture, and the Service and Assessment Plan.

5. All conditions set forth in the Bond Indenture for the payment hereby requested have been satisfied.

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

**Payments requested hereunder shall be made as directed below:**

a. X amount to Person or Account Y for Z goods or services.

b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

By: _____

Date:_____

## APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

**CITY OF AUBREY, TEXAS**

By: _____
Name: _____
Title: _____
Date: _____

**EXHIBIT I**
**Reimbursement Agreement**

**AGREEMENT FOR THE CONSTRUCTION AND FUNDING OF AUTHORIZED IMPROVEMENTS AND REIMBURSEMENT OF ADVANCES**

**Trailhead Public Improvement District**

This Agreement for the Construction and Funding of Authorized Improvements and Reimbursement of Advances (the "Agreement") is made and entered into as of _____, 2025 by and between the **CITY OF AUBREY, TEXAS** (the "City") and **SMC DEVELOPMENT, LLC**, a Texas limited liability company, and its successors and assigns (the "Developer").

RECITALS

WHEREAS, the Developer, as the developer of certain real property located wholly within the corporate limits of the City and within Denton County, Texas, as described in the Creation Resolution (hereinafter defined) (the "Property"), desires to develop such Property;

WHEREAS, on _____, 2025, the City Council passed and approved Resolution No. _____ authorizing the creation of the Trailhead Ranch Public Improvement District (the "PID") pursuant to Chapter 372, Texas Local Government Code, as amended (the "PID Act"); and

WHEREAS, the PID includes the Property; which Property is intended to be developed in phases or improvement areas (each, an "Improvement Area") of the PID, as illustrated in the service and assessment plans to be prepared and approved by the City; and

WHEREAS, the Developer intends to make certain authorized improvements to benefit the Property, as legally described in **Exhibit A**, attached hereto and incorporated herein for all purposes, which improvements include the acquisition, construction, or improvement of water facilities or improvements, wastewater facilities or improvements, drainage facilities or improvements, streets, roadway improvements, sidewalks, right-of-way acquisition, utility easement acquisition, and other improvement projects described in the Creation Resolution, all of which are designated as "Authorized Improvements" under the PID Act (the "Authorized Improvements"); and

WHEREAS, the purpose of the PID is to finance the Authorized Improvements; and

WHEREAS, development within the PID is expected to be governed by the terms of that certain Development Agreement between the City and Developer dated _____, 2025 (as may be amended or otherwise modified, the "Development Agreement"); and

WHEREAS, a service and assessment plan (the "SAP") shall be prepared and approved by the City in accordance with the PID Act, and shall establish, among other matters, the projected

costs of the Authorized Improvements, including the Actual Costs (as defined herein) and costs incurred in the establishment, administration, and operation of the PID as provided in the PID Act (the "PID Costs"); and

WHEREAS, assessments to be levied against the Property ("PID Assessments") will be reflected on an assessment roll(s) to be approved by the City Council; and

WHEREAS, the City shall, by ordinance, approve the SAP (including the assessment roll(s)), levy assessments, and establish the dates upon which interest on PID Assessments will begin to accrue and collection of PID Assessments will begin; and

WHEREAS, all Assessment Revenues (as defined herein) received and collected by the City shall be deposited, as required by the PID Act, into an Assessment Fund that is segregated from all other funds of the City (the "Assessment Fund") or, in the event of the issuance of bonds to finance the Authorized Improvements ("Bonds"), into funds held under an indenture pursuant to which the Bonds are issued (the "PID Bond Indenture"); and

WHEREAS, Assessment Revenue deposited into the Assessment Fund or the PID Bond Reimbursement Fund (as defined herein) shall be used solely to reimburse Developer and its designees or assigns for PID Costs advanced by the Developer, plus interest and proceeds from Bonds, if issued, shall be used to pay the PID Costs, including costs previously paid by the Developer, and for the purposes set forth in the PID Bond Indenture; and

WHEREAS, the Developer intends to make Developer Advances (as defined herein) for the permitting, design, and construction of the Authorized Improvements and the City intends to acquire and/or receive the Authorized Improvements constructed by the Developer or otherwise authorize the dedication of the Authorized Improvements to another authorized third-party and to reimburse the Developer for the Developer Advances; and

WHEREAS, the City and the Developer desire to enter into this Agreement to memorialize the City's intent to reimburse the Developer for the Developer Advances made for the construction and financing of the Authorized Improvements to the fullest extent allowed by law; and

WHEREAS, this Agreement is a "reimbursement agreement" authorized by Section 372.023(d)(1) of the PID Act, shall apply to all Improvement Areas and no additional reimbursement agreement shall be required for Future Improvement Areas; and

WHEREAS, the City's obligations to reimburse the Developer for Developer Advances paid related to the Authorized Improvements constructed for the benefit of the PID shall (i) only be paid from the PID Assessments and/or Annual Installments collected from Assessed Property within an Improvement Area once such PID Assessments are levied, (ii) are contingent upon the

City levying such PID Assessments, and (iii) will not be due and owing unless and until the City actually levies such PID Assessments;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the City and the Developer hereby contract and agree as follows:

## DEFINITIONS

In addition to the terms defined in the foregoing recitals, as used herein, the following terms have the meanings specified below. Capitalized terms used but not defined herein have the meanings ascribed to them in the Development Agreement.

"Actual Costs" shall have the meaning ascribed to it in Section 1.03 hereof.

"Annual Installment" shall have the meaning ascribed to it in the SAP.

"Assessment Ordinance" shall mean any ordinance adopted by the City Council approving the SAP and levying PID Assessments.

"Assessed Property" shall have the meaning ascribed to it in Section 1.05 hereof.

"Assessment Revenue" shall have the meaning ascribed to it in Section 1.05 hereof.

"Closing Disbursement Request" means a request for payment of Actual Costs related to the Authorized Improvements from the proceeds of a series of Bonds in a form approved by the City and the Developer.

"Developer Advances" mean advances made by the Developer to pay Actual Costs.

"Developer Improvement Account" means an account of the PID Project Fund which may be created and established under the applicable PID Bond Indenture (and segregated from all other funds contained in the PID Project Fund) into which the City deposits or directs the applicable trustee to deposit any funds received from the Developer as required under such PID Bond Indenture.

"Future Improvement Area(s)" shall have the meaning ascribed to it in the SAP.

"Improvement Area(s)" shall have the meaning ascribed to it in the SAP.

"Maturity Date" is the date one year after the last Annual Installment is collected.

"Payment Request" shall have the meaning ascribed to it in Section 2.01 hereof.

"PID Bond Reimbursement Fund" means a fund which may be established by the City under the applicable PID Bond Indenture (and segregated from all other funds of the City) into which the City transfers Assessment Revenues from the applicable PID Pledged Revenue Fund for the purpose of paying amounts due to the Developer under this Agreement and/or Actual Costs of Authorized Improvements that are not paid from PID Bond Proceeds deposited in the applicable account of the PID Project Fund in accordance with each applicable PID Bond Indenture related to a series of Bonds issued and still outstanding.

"PID Bond Proceeds" shall have the meaning ascribed to it in Section 1.03 hereof.

"PID Pledged Revenue Fund" means, collectively, the fund established by the City under each applicable PID Bond Indenture (and segregated from all other funds of the City) into which the City deposits Assessment Revenue in accordance with each applicable PID Bond Indenture related to a series of Bonds issued and still outstanding.

"PID Project Fund" means, collectively, the fund, including all accounts created within such fund, established by the City under each applicable PID Bond Indenture (and segregated from all other funds of the City) into which the City deposits PID Bond Proceeds in the amounts and as described in the applicable PID Bond Indenture.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof.

"Reimbursement Agreement Balance" shall have the meaning ascribed to it in Section 2.05 hereof.

"City Representative" means any officer, employee or other designated representative specifically authorized by the City Council to undertake the actions referenced herein. The City Manager and the _____ are hereby designated as the initial City Representatives.

## ARTICLE I

## Construction of the Authorized Improvements

1.01. Design of the Authorized Improvements. All physical facilities to be constructed or acquired as a part of the Authorized Improvements shall be approved by the governmental entity having authority.

1.02. Construction and Acquisition of Authorized Improvements.

(a) The Authorized Improvements shall be constructed or caused to be constructed and all easements, equipment, materials, and supplies required in connection therewith may be acquired in the name of the City, the retail service provider, or the Developer; provided, however,

all construction contracts, easements and other agreements shall contain provisions, in a form reasonably satisfactory to the City's attorney to be compliant with the Development Agreement. Prior to or at the time of reimbursement of the Developer with funds from the Assessment Fund or Bonds, as applicable, the Developer shall convey the Authorized Improvements to the City or third-party retail provider, as applicable, in accordance with Section 3.02 below.

(b) Construction of the Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a)(9) of the Texas Local Government Code, as amended. All plans and specifications for Authorized Improvements to be owned by the City, but not construction contracts, shall be reviewed and approved, in accordance with applicable City Regulations (as defined in the Development Agreement), by the City prior to Developer commencing construction.

(c) The Authorized Improvements shall be constructed in the manner described in the Development Agreement. In performing this Agreement, the Developer is not the agent or employee of the City.

(d) Upon completion of construction of Authorized Improvements to be owned by the City or an authorized third-party constructed in the name of the Developer, the Developer shall provide the City or such third-party with final "record" drawings of the Authorized Improvements approved by the City's or such third-party's engineers.

(e) Upon completion of the Authorized Improvements, the Developer shall present to a City Representative invoices or other evidence of payment of costs of the Authorized Improvements for review and approval. The City agrees, subject to the provisions of Sections 1.05 and 2.01 hereof, to pay the Developer, and the Developer shall be entitled to receive from the City, the amount equal to the PID Costs and the Actual Costs (as such term is defined herein) paid by the Developer for Authorized Improvements, or overrun costs, allowed hereunder and as described in the SAP, that were paid by the Developer, plus interest, as provided in Article II hereof.

(f) All Authorized Improvements shall be constructed by or at the direction of the Developer in accordance with the plans, the Development Agreement, applicable City ordinances and regulations, including regulations of a third-party receiving any of the Authorized Improvements, and this Agreement and any other agreement between the parties related to property in the PID and/or the Authorized Improvements. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Authorized Improvements in accordance with the manner described in the Development Agreement. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Authorized Improvements to be acquired and accepted by the City or authorized third-party from the Developer. If any Authorized Improvements are or will be on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to

construction (and maintenance pending the City's acquisition and acceptance) of the Authorized Improvements. Inspection and acceptance of Authorized Improvements will be in accordance with applicable City ordinances and regulations.

1.03. Cost of Authorized Improvements. To the extent that the City has not issued Bonds, the Developer shall promptly pay the undisputed costs of the Authorized Improvements as the same become due, subject to statutory retainage, including, without limitation, all costs of design, engineering, materials, labor, construction, and inspection arising in connection with the Authorized Improvements; all payments arising under any contracts entered into for the construction of the Authorized Improvements; all costs incurred in connection with obtaining governmental approvals, certificates, permits, easements, rights-of-way, or sites required as a part of the construction of the Authorized Improvements, including, without limitation, any on-site or off-site mitigation costs; and all expenses incurred in connection with the construction of the Authorized Improvements (the "Actual Costs"). The City shall not be liable to any contractor, engineer, attorney, materialman or other party employed or contracted with in connection with the construction of the Authorized Improvements, but shall only be obligated to acquire the Authorized Improvements designated in the Development Agreement as to be owned by the City and/or reimburse the Developer in the manner and to the extent provided in Article II of this Agreement, and for the avoidance of any doubt, solely from PID Assessments or proceeds of Bonds ("PID Bond Proceeds"), if issued.

1.04 Timing of Authorized Improvements. Notwithstanding anything herein to the contrary, the Developer may advance funds or cause funds to be advanced and/or construct and install or cause to be constructed and installed Authorized Improvements as Developer deems appropriate in its sole and absolute discretion, including the construction and installation of Authorized Improvements to serve portions of the Property and in different Improvement Areas and sections over a period of time. The Developer may exercise its sole discretion on all aspects of the phasing and timing of development and shall not be obligated to advance funds and/or construct and install the Authorized Improvements for the entire Property at one time.

1.05 City's Obligation Limited. The Parties agree the City's obligations to reimburse the Developer for costs paid related to the Authorized Improvements constructed for the benefit of an Improvement Area shall only be paid from (A) Bonds, if issued and/or (B) the PID Assessments and/or Annual Installments collected from the portion of an Improvement Area subject to the PID Assessments (the "Assessed Property") (such PID Assessments or Annual Installments thereof collected on such Assessed Property, the "Assessment Revenue"), and such obligation (i) is contingent upon the City levying such Assessments related to the Authorized Improvements constructed for the benefit of that Improvement Area, and (ii) will not be due and owing unless and until the City actually levies such PID Assessments related to the Authorized Improvements constructed for the benefit of that Improvement Area. The Parties agree that the levying of the PID Assessments will create the fund, as either the Assessment Fund or the PID Bond Reimbursement

Fund, as applicable, out of which the City will pay its obligation under this Agreement until the Maturity Date, and until such time, this Agreement does not create an obligation of the City.

## ARTICLE II

## Reimbursement for Funds Advanced; Funding of Authorized Improvements

2.01. Obligation to Reimburse; Obligations Limited. The City and Developer agree that the City shall levy PID Assessments and may, at the discretion of the City issue and sell, from time to time, Bonds to fund the Actual Costs. It is the mutual intent and agreement of the City and Developer to provide for future reimbursement of funds advanced for Actual Costs, including PID Costs, by the Developer through the levy of PID Assessments and/or issuance of Bonds and use of Assessment Revenues and/or PID Bond Proceeds. The City is obligated, subject to the provisions of Section 1.05 hereof, to reimburse the Developer and its designees and assigns for all funds advanced or caused to be advanced by the Developer for the acquisition, construction, and management of any Actual Costs of the Authorized Improvements authorized under the PID Act and in accordance with the provisions of the SAP. If the Developer is in substantial compliance with its obligations under the Development Agreement and this Agreement, then following the inspection and approval of any portion of Authorized Improvements to be owned by the City or an authorized third-party pursuant to the provisions of the PID Act for which Developer seeks reimbursement or payment of the PID Costs by submission of a request for reimbursement or payment (a "Payment Request"), the obligations of the City under this Agreement to pay from Assessment Revenue or the net PID Bond Proceeds, as applicable, disbursements (whether to the Developer or to any person designated by the Developer) identified in any approved Payment Request and to pay debt service on Bonds are unconditional and not subject to any defenses or rights of offset except as may be provided by law or in any PID Bond Indenture; provided, in no event shall the City Representative be authorized to approve a Payment Request if the City has not previously levied PID Assessments against Assessed Property located within the applicable Improvement Area related to the Authorized Improvements for which such Payment Request has been submitted. To the extent that the City levies Assessments but does not issue Bonds, and subject to the provisions of Section 1.05, the City agrees to reimburse the Developer with interest as provided herein from monies available in the Assessment Fund until the Maturity Date, and the Developer shall be entitled to receive payments from the City, from such source for amounts shown on a Payment Request.

Upon the levy of the PID Assessments, the Reimbursement Agreement Balance (hereinafter defined), shall bear simple interest per annum not to exceed the rates permitted under subsections (e)(1) and (e)(2) of Section 372.023 of the PID Act, as further identified in the SAP, or if Bonds are issued, then the interest rate on such Bonds, and as identified with respect to each Improvement Area in the SAP. The PID Assessments shall accrue interest in accordance with the SAP. Interest shall continue on the unpaid principal amount of the PID Assessments for a lot or parcel for 30 years or as otherwise set forth in the SAP and until the PID Assessments are paid in full, unless otherwise provided in the SAP and/or Assessment Ordinance.

For the avoidance of doubt, the City's obligation to reimburse shall be solely from funds in the Assessment Fund and/or from the PID Bond Proceeds, and the Developer agrees to look solely to such sources for reimbursement. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than the Assessment Fund, or the PID Bond Proceeds if applicable. The Parties further agree that the City's obligation under this agreement with respect to the PID Costs of Authorized Improvements within an Improvement Area shall be contingent upon the City levying PID Assessments against such Improvement Area related to the Authorized Improvements which will benefit such Improvement Area. The levying of the PID Assessments against each Improvement Area(s) will create the fund out of which the City will pay its obligation and until such time, this Agreement does not create an obligation of the City. Unless approved by the City, no other City funds, revenues, taxes, or income of any kind shall be used to pay: (1) the Actual Costs of the Authorized Improvements; (2) amounts due and owing under this Agreement; or (3) debt service on any Bonds. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

2.02. Time and Amount of Reimbursement. The City shall reimburse the Developer for payment of costs related to the Authorized Improvements of construction solely from (i) the proceeds of Bonds and/or (ii) Assessment Revenue collected pursuant to PID Assessments levied on an Improvement Area.

In regards to reimbursement from Bonds, the City shall reimburse the Developer and its designees for those Actual Costs that have been paid or advanced or caused to be paid or advanced by the Developer pursuant to Sections 1.03, 1.05, and 2.01 hereof and in accordance with the terms of the applicable PID Bond Indenture.

Additionally, the Developer may request reimbursements directly from Assessment Revenue levied against property within an Improvement Area. The invoices included with the Payment Request shall identify the payee, the goods, services and/or materials provided by such payee and the total amount paid with respect to such goods, services and/or materials. If the City timely disapproves of the Payment Request (for a reason other than for a failure to levy PID Assessments from which the Payment Request is to be paid, in accordance with the provisions hereof) by delivering a detailed notice to the Developer, then payment with respect to the disputed portion(s) of the Payment Request shall not be made until the Developer and the City settle the dispute. The Parties agree to meet promptly and resolve any dispute within 60 days from the date of the initial submittal of the Payment Request for payment is authorized to be approved by a City Representative. Any unresolved disputes may be appealed to City Council.

With respect to any Payment Request by the Developer, in no event shall the City Representative be authorized to approve such request if the City has not previously levied PID Assessments against the Assessed Property.

2.03. Fund Deposits. Until Bonds payable from Assessment Revenues collected from each Improvement Area(s) are issued, the City shall bill, collect, and immediately deposit into the Assessment Fund all Assessment Revenue consisting of: (1) revenue collected from the payment of PID Assessments (including pre-payments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection); and (2) any additional revenue collected from the payment of Annual Installments, as defined in the SAP (excluding Annual Collection Costs and Delinquent Collection Costs, each as defined in the SAP). Funds in the Assessment Fund shall only be used to pay Actual Costs of the Authorized Improvements or all or any portion of the Reimbursement Agreement Balance in accordance with this Agreement. Once Bonds payable from Assessment Revenue are issued, the City shall bill, collect, and immediately deposit all Assessment Revenue securing such series of Bonds in the manner set forth in the applicable PID Bond Indenture; and if applicable, the City shall continue to deposit all Assessment Revenue or payments thereof not securing a series of Bonds into the Assessment Fund.

Once Bonds payable from Assessment Revenue are issued, the City shall also deposit PID Bond Proceeds and any other funds authorized or required by the applicable PID Bond Indenture into the funds established by the applicable PID Bond Indenture in the manner set forth in the applicable PID Bond Indenture. Annual Installments shall be billed and collected by the City (or by any person, entity, or governmental agency permitted by law) in the same manner and at the same time as City ad valorem taxes are billed and collected. Funds in the PID Project Fund shall only be used in accordance with the applicable PID Bond Indenture; provided that funds disbursed from the applicable PID Project Fund shall be made first from PID Bond Proceeds held in the applicable accounts within such PID Project Fund until such accounts are fully depleted and then from the Developer Improvement Account of the applicable PID Project Fund, if applicable. Funds in the PID Bond Reimbursement Fund shall only be used to pay Actual Costs of the Authorized Improvements not paid from the PID Project Fund in accordance with the applicable PID Bond Indenture.

Notwithstanding any other provision in this Agreement, the Actual Costs of Authorized Improvements shall be paid from: (1) the Assessment Revenue, or (2) net PID Bond Proceeds or other amounts deposited in an account of the PID Project Fund created under a PID Bond Indenture related to Bonds secured by the Assessment Revenue. The City will take and pursue all actions permissible under Applicable Laws to cause the PID Assessments to be collected and the liens related to such PID Assessments to be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the PID Assessments for so long as any Bonds are outstanding or a Reimbursement Agreement Balance remains outstanding. The City shall

determine or cause to be determined, no later than March 1 of each year whether any Annual Installment is delinquent. If delinquencies exist, then the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property or to use any City funds, revenues, taxes, income, or property other than moneys collected from the PID Assessments. Once Bonds are issued, the applicable PID Bond Indenture shall control in the event of any conflict with this Agreement.

2.04. Payment of Actual Costs. If Bonds are not issued (or prior to such issuance) to pay the Actual Costs, the Developer may elect to make Developer Advances to pay Actual Costs. If Bonds are issued, the PID Bond Proceeds shall be used in the manner provided in the applicable PID Bond Indenture; and, except as may be required under the Development Agreement and/or an applicable PID Bond Indenture, the Developer shall have no obligation to make Developer Advances for the related Authorized Improvements, unless the PID Bond Proceeds, together with any other funds in the PID Project Fund, are insufficient to pay the Actual Costs of such Authorized Improvements, in which case the Developer shall make Developer Advances to pay the deficit. If Developer Advances are required in connection with the issuance of a series of Bonds, then such Developer Advances may be reduced by the amount of payments of Actual Costs of the Authorized Improvements (or portions thereof) to be financed by such Bonds that the Developer has previously paid if (i) the Developer submits to the City all information related to such costs that would be required by a Closing Disbursement Request at least fifteen (15) business days prior to the scheduled closing date of such Bonds, and (ii) the City approves such Actual Costs in writing. The Developer shall also make Developer Advances to pay for cost overruns (after applying cost savings). The lack of PID Bond Proceeds or other funds in the PID Project Fund shall not diminish the obligation of the Developer to pay Actual Costs of the Authorized Improvements.

2.05. Payment of Reimbursement Agreement Balance. The City agrees to pay to the Developer, and the Developer shall be entitled to receive payments from the City (subject to the provisions of Sections 1.05 and 2.01 hereof), until the Maturity Date, for amounts shown on each approved Payment Request (which amounts include all Actual Costs paid by or at the direction of the Developer) plus simple interest on the unpaid principal balance at the rate identified in the applicable SAP approved at the time the City levies the PID Assessments, together with accrued but unpaid interest. (The amount owed to the Developer for all approved Payment Requests is referred to as the "Reimbursement Agreement Balance"); provided, however, upon the issuance of Bonds, the interest rate due and unpaid on amounts shown on each Payment Request to be paid to the Developer shall be the lower of: (1) the interest rate on the applicable series of Bonds issued to finance the costs of the Authorized Improvements for which the Payment Request was filed, or (2) the interest rate approved by the City Council of the City in the Assessment Ordinance levying the PID Assessments from which such Bonds shall be paid. The interest rates set forth in this

section have been approved by the City Council and are authorized by the Act. The principal amount of each portion of the Reimbursement Agreement Balance to be paid under each Assessment Ordinance shall be set forth in the applicable SAP. The City's obligations to pay the Reimbursement Agreement Balance related to the Authorized Improvements constructed for the benefit of the PID shall (i) only be paid from the PID Assessments and/or Annual Installments collected from property within an Improvement Area, once such PID Assessments are levied, (ii) are contingent upon the City levying such PID Assessments, and (iii) will not be due and owing unless and until the City actually levies such PID Assessments. Interest will not accrue on Payment Requests until such time as they have been approved pursuant to the terms of this Agreement.

The Reimbursement Agreement Balance is payable solely from: (1) the Assessment Fund if no Bonds are issued for the purpose of paying the Authorized Improvements related to such Reimbursement Agreement Balance, or (2) from PID Bond Proceeds and the PID Bond Reimbursement Fund, if applicable, if Bonds are issued for the purpose of paying the Authorized Improvements related to such Reimbursement Agreement Balance. No other City funds, revenues, taxes, income, or property shall be used even if the Reimbursement Agreement Balance is not paid in full by the Maturity Date. Payments made from PID Bond Proceeds deposited in the PID Project Fund and payments made from the PID Bond Reimbursement Fund, if applicable, shall be made in the manner set forth in the applicable PID Bond Indenture.

So long as no Bonds are issued and the City has received and approved a Payment Request, the City shall make a payment to the Developer from the Assessment Fund for an amount of the Reimbursement Agreement Balance at least annually, and no later than 60 days after the date payment of the Annual Installments are due, not to exceed the Assessment Revenue collected by and payable to the City. In the event that a Prepayment of an Assessment is made prior to the issuance of Bonds, the City shall remit payment to the Developer of an amount of the Reimbursement Agreement Balance then due and payable not to exceed the Assessment Revenue related to such Prepayment from the Assessment Revenue deposited into the Assessment Fund within 60 days after the Prepayment is made. Payments made from the Assessment Fund toward any outstanding Reimbursement Agreement Balance shall first be applied to unpaid interest on such Reimbursement Agreement Balance owed to the Developer, and second to unpaid principal of the Reimbursement Agreement Balance owed to the Developer. Each payment from the Assessment Fund shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the fund since the last payment.

2.06. Disbursements and Transfers at and after Bond Closing. The City and the Developer agree that from the proceeds of the Bonds, and upon the presentation of evidence satisfactory to the City Representative, the City will cause the trustee under the applicable PID Bond Indenture to pay at closing of the Bonds approved amounts from the appropriate account to the persons entitled to payment for costs of issuance and payment of costs incurred in the establishment, administration, and operation of the PID and any other eligible costs incurred by

the Developer and the City as of the time of the delivery of the Bonds as described in the applicable SAP. In order to receive disbursement, the Developer shall execute a Closing Disbursement Request to be delivered to the City no less than fifteen (15) business days prior to the scheduled closing date for the applicable series of Bonds for payment in accordance with the provisions of the PID Bond Indenture. In order to receive additional disbursements from any applicable fund under a PID Bond Indenture, the Developer shall execute a Payment Request, no more frequently than monthly, to be delivered to the City for payment in accordance with the provisions of the applicable PID Bond Indenture and this Agreement. Upon receipt of a Payment Request (along with all accompanying documentation required by the City) from the Developer, the City shall conduct a review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all Applicable Laws and applicable plans therefore and with the terms of this Agreement and any other agreement between the parties related to property in the PID, and to verify and approve the Actual Costs of such work specified in such Payment Request. The City shall also conduct such review as is required in its discretion to confirm the matters certified in the Payment Request. The Developer agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. The Developer further agrees that if the City provides to the Developer a sales tax exemption certificate then sales tax will not be approved for payment under a Payment Request. Within fifteen (15) business days following receipt of any Payment Request after the issuance of a series of Bonds, the City shall either: (1) approve the Payment Request and forward it to the trustee for payment, or (2) provide the Developer with written notification of disapproval of all or part of a Payment Request, specifying the basis for any such disapproval. Any disputes shall be resolved as required herein. The City shall deliver the approved or partially approved Payment Request to the trustee for payment, and the trustee shall make the disbursements as quickly as practicable thereafter.

## ARTICLE III

## Acquisition of Authorized Improvements

3.01. Acquisition of Authorized Improvements. At or prior to the time of reimbursement of the Developer for the Actual Costs or a portion of the Actual Costs, the City will acquire or cause to be acquired such Authorized Improvements that are to be owned by the City, as set forth in the SAP, from the Developer as have been constructed or caused to be constructed by the Developer for the benefit of the City, including off-site Authorized Improvements. At or prior to the time of reimbursement of the Developer for the Actual Costs or a portion of the Actual Costs related to Authorized Improvements to be owned by an authorized third-party pursuant to the provisions of the PID Act, such entity will acquire or cause to be acquired such Authorized Improvements from the Developer as have been constructed or caused to be constructed by the Developer for the benefit of such entity, including off-site Authorized Improvements.

3.02. Conveyance Requirements. The Developer shall convey the Authorized Improvements to be owned by the City to the City by deed or other appropriate instrument of

conveyance, with full warranties, free and clear of any liens, claims, encumbrances, options, charges, assessments, restrictions, laminations or reservations, including liens for ad valorem taxes for past and current years, and payments due to construction contractors, laborers, or materialmen, unless otherwise waived by the City. The Developer may also convey the Authorized Improvements to be owned by the City to the City by plat or other instrument on behalf of or benefiting the City. The Developer shall convey the Authorized Improvements to be owned by an authorized third-party pursuant to the provisions of the PID Act to such entity by deed or other appropriate instrument of conveyance, with full warranties, free and clear of any liens, claims, encumbrances, options, charges, assessments, restrictions, laminations or reservations, including liens for ad valorem taxes for past and current years, and payments due to construction contractors, laborers, or materialmen, unless otherwise waived by such entity. The Developer shall provide reasonable proof of title and proof of no liens, claims, or encumbrances. Conveyance of any Authorized Improvements to be owned by the City at any time shall be subject to the reimbursement obligations created in this Agreement. Each conveyance shall include all easements within which the Authorized Improvements are located, unless such easements have been dedicated to the public, and all easements necessary to own, operate and maintain the Authorized Improvements. Each conveyance shall additionally include sufficient title to any and all plant sites, together with necessary rights of way where such site or sites are not directly accessible by a dedicated public street, and all licenses, franchises and permits for the Authorized Improvements. The Developer shall also assign, in writing, all of its contractors' and materialmen's warranties, if any, relating to the Authorized Improvements to be owned by the City. All documents or instruments of conveyance, transfer, or assignment hereunder of Authorized Improvements to be owned by the City shall be in a form and content acceptable to the City's attorney, subject to commercially reasonable standards. Any conveyance of Authorized Improvements to the City by plat shall not be considered effective until the City has provided a letter of acceptance or other evidence of City acceptance for such Authorized Improvements. Any conveyance of Authorized Improvements to the City by deed or similar instrument shall not be considered effective until such deed or other instrument is recorded in the property records of Denton County.

Prior to completion and conveyance to the City of any Authorized Improvements to be owned by the City, the Developer shall cause to be provided to the City a maintenance bond in the amount required by the City's subdivision regulations for applicable Authorized Improvements, which maintenance bond shall be for a term of two years from the date of final acceptance of the applicable Authorized Improvements. Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto so long as such delay in performance shall not subject the Authorized Improvements to foreclosure, forfeiture, or sale. In the event that any such lien and/or judgment with respect to the Authorized Improvements is contested, the Developer shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the City, in an

amount reasonably determined by the City, not to exceed 100 percent of the disputed amount, in order for the City to accept the Authorized Improvements, or as otherwise described in the Development Agreement.

3.03. Correction of Defects. Conveyance of any Authorized Improvements to the City shall not relieve the Developer of liability for the correction of any existing engineering or construction defects then existing in the Authorized Improvements to be owned by the City or for satisfaction of any unpaid claim for materials or labor. The City shall be under no obligation to contest or challenge any claim for labor or materials; provided, however, that in the event the Developer fails to promptly correct any such defect or satisfy any such claim, the City may elect to do so and, in such event, shall have full rights of subrogation. Subject to any applicable statutes of limitation, the Developer shall pay the City for the City's costs in correcting any defect or satisfying any claim including, but not limited to, construction costs, engineering fees, attorneys' fees, building or construction permits, filing fees or court costs.

3.04. Survival or Representations. All representations, warranties and agreements of the City and the Developer hereunder shall survive the conveyance of the Authorized Improvements to the City.

## ARTICLE IV

## Representations

4.01. Representations by the Developer. The Developer hereby represents to the City that:

(a) The execution and delivery of this Agreement and the transactions contemplated hereby have been duly authorized by the Developer;

(b) This Agreement, the representations and covenants contained herein, and the consummation of the transactions contemplated hereby shall not violate or constitute a breach of any contract or other agreement to which the Developer is a party;

(c) The Developer has made financial arrangements or the ability to obtain sufficient financial resources to assure its ability to perform its obligations hereunder; and

(d) The Developer will make commercially reasonable efforts to send a representative to all meetings of the City Council of the City related to this Agreement or the Authorized Improvements and at which such presence may be requested.

4.02. Representations by the City. The City hereby represents and covenants to the Developer that:

(a) The City has the authority to enter into and perform its obligations under this Agreement;

(b) It shall use its good faith efforts to, if decided by the City, issue Bonds pursuant to the PID Act and other applicable law; and

(c) It shall use its good faith efforts to levy and collect the PID Assessments, approve the Payment Requests, and pay the Reimbursement Balance.

## ARTICLE V

## Remedies

5.01. Default by the Developer. In the event of an uncured default by the Developer hereunder and after written notice from the City and a reasonable opportunity to cure, which opportunity shall be no less than thirty (30) days, the City shall have the right:

(a) To pursue all legal or equitable remedies; and

(b) To recover from the Developer all expenses incurred in pursuing its legal rights hereunder, including reasonable attorneys' fees.

If a default cannot reasonably be cured within 30 days and Developer has diligently pursued a cure within such 30-day period and has provided written notice to the City that additional time is needed, then the cure period provided herein shall be extended for an additional 30 day period so long as the Developer is diligently pursuing a cure.

No default by the Developer shall entitle the City to terminate this Agreement, cease collection of the PID Assessments previously levied and deposit of the Assessment Revenues, or to withhold properly due payments to the Developer from the Assessment Fund or PID Bond Reimbursement Fund in accordance with this Agreement and the PID Bond Indenture or on deposit in the PID Reimbursement Fund.

An event of default by the Developer does not release the City from the obligation to reimburse the Developer for Actual Costs advanced or incurred by the Developer on behalf of the City prior to the date of default by the Developer or to reimburse the Developer for Authorized Improvements previously acquired by or conveyed to the City or applicable retail provider.

5.02. Default by City. In the event of default by the City hereunder, the Developer shall be entitled to pursue all remedies at law or in equity, including, seeking a writ of mandamus from

a court of competent jurisdiction compelling and requiring the City and its officers to observe and perform the covenants, obligations and conditions hereof; provided, however, that no default by the City shall entitle the Developer to terminate this Agreement and that any financial obligation of the City will only be payable from Assessment Revenues. Any amounts or remedies due pursuant to this Agreement are not subject to acceleration.

5.03. Future Performance. The failure of either party hereto to insist, in any one or more instances, upon performance of any of the terms, covenants, and conditions of this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

## ARTICLE VI

## Miscellaneous

6.01. Severability. In case any one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.02. Modification. This Agreement may be modified or varied only by a written instrument subscribed by both of the parties hereto including a reimbursement agreement entered into for a phase of development or issuance of Bonds.

6.03 Assignability. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest under this Agreement (any of the foregoing, a "Transfer"). Notwithstanding the foregoing, however, no Transfer shall be effective until five days after notice of the Transfer is received by the City; provided, however, that no such Transfer shall be made without prior written consent of the City if such Transfer would result in (1) the issuance of municipal securities, and/or (2) the City being viewed as an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, and/or (3) the City being subjected to additional reporting or recordkeeping duties. Notwithstanding the foregoing, the City hereby authorizes the Developer to grant a security interest in the Developer's rights hereunder and to all sums to be paid to the Developer by the City pursuant to this Agreement to any bank or financial institution without City consent and to the extent permitted by State law.

6.04. Captions. The captions used in connection with the paragraphs of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or used as interpreting the meanings and provisions hereof.

6.05. Applicable Law. This Agreement shall be construed and interpreted under the laws of the State of Texas and all obligations of the parties created hereunder are performable in Denton County, Texas.

6.06. Parties at Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall never be construed to confer any benefit on any third party. This Agreement shall be binding upon each party, its successors and assigns.

6.07. Intentionally Deleted.

6.08. Term. The term of this Agreement shall begin on the Effective Date and shall continue until the earlier to occur of (i) the last Maturity Date relating to any Improvement Area, (ii) the date on which the Reimbursement Agreement Balance for all Improvement Areas is paid in full, or (iii) the date on which all Bonds are fully retired. Notwithstanding the foregoing, upon the issuance of Bonds secured by PID Assessments levied against property within a specific Improvement Area, the Assessment Revenues collected in connection with such Bonds shall be used as set forth under the applicable PID Bond Indenture and related agreements governing the use of PID Assessments and the proceeds of such series of Bonds.

6.09. Force Majeure. If the City or the Developer is rendered unable, in whole or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to remedy such inability to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. The term "force majeure", as used herein, shall include, without limitation, acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemy; order of any kind of the Government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery; pipelines or canals; partial or total failure of water supply and inability to provide water necessary for operation of the sewer system, or to receive waste; and any other inabilities of the party, whether similar to those enumerated or otherwise, which are not within the control of the party, which the party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of such party, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of such party.

6.10 Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

6.11 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City and the Developer any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City and the Developer.

6.12 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

6.13 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall repay the incentives granted herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

6.14. Statutory Verifications. The Developer makes the following representations and verifications to enable the City to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

6.15 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 Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

6.16 Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (i) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (ii) 72 hours after deposit with the United States Postal Service, Certified Mail, Return Receipt Requested.

| | |
|---|---|
| To the City: | Attn: Charles Kreidler, City Manager<br>City of Aubrey<br>107 S. Main Street<br>Aubrey, Texas 76227 |
| With a copy to: | Attn: Patricia Adams, City Attorney<br>Messer Fort, PLLC<br>6371 Preston Road, Ste. 200<br>Frisco, Texas 75034 |

| | |
|---|---|
| To the Developer: | Attn: Nash Chasi<br>SMC Development, LLC<br>PO Box 601292<br>Dallas, Texas 75360 |
| With a copy to: | Attn: Rob Daake<br>The Law Offices of Robert D. Daake, PLLC<br>322 W. Walnut Street, Suite 210<br>Celina, Texas 75009 |

[Signatures to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple counterparts, each of equal dignity, to be effective as of the date first written above.

**CITY:**

**CITY OF AUBREY**

By: _____

Name: Chris Rich

Title: Mayor

ATTEST:

By: _____

Name: Jenny Hicks

Title: City Secretary

APPROVED AS TO FORM:

_____

Patricia Adams, City Attorney

STATE OF TEXAS §
§

COUNTY OF DENTON §

This instrument was acknowledged before me on the ___ day of _____ 20__ by Chris Rich, Mayor of the City of Aubrey, Texas on behalf of the City.

_____

Notary Public, State of Texas

**DEVELOPER:**

SMC Development, LLC

a Texas limited liability company

By: _____

Name: Nash Chasi

Its: President

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__ by Nash Chasi, President of SMC Development, LLC, a Texas limited liability company on behalf of said company.

_____

Notary Public, State of Texas

**City Council Meeting**
**Staff Report**
**October 23, 2025**

**Agenda Item**
Award a bid to Canary Construction, Inc. for construction of a 16-inch water line, CIP Project W3, for an amount not to exceed $712,254.00, and authorize the City Manager to execute required documents.

**Staff Contact**
Dean Rylant, Interim Public Works Director
drylant@aubreytx.gov

**Summary**
This project is for the 2024 CIP, Phase 1B - W3.1 16" Water Line from the Union Pacific Railroad to the east side of US Hwy 377 on Blackjack. The project consists of, but not limited to, approximately 1,200 linear feet of 16-inch C900, DR-18 PVC water line by open cut with embedment, approximately 285 linear feet of 16-inch C900, DR-18 PVC water line by dry bore with 30-inch steel encasement pipe (1/2-inch wall), approximately 100 linear feet of 12-inch C900, DR-18 PVC water line by open cut with embedment, approximately 115 linear feet of 12-inch C900, DR-18 PVC water line by dry bore with 24-inch steel encasement pipe (1/4-inch wall).

The project was advertised for two consecutive weeks beginning on Friday, September 12, 2025. Sealed bids were opened on Monday, October 6, 2025. There were a total of twelve (12) bids. The lowest bidder was Canary Construction, Inc.

| Contractor | Bid Amount |
|---|---|
| Canary Construction, Inc. | $712,254.00 |
| JWC Excavation, LLC | $763,688.00 |
| Quality Excavation, LLC | $800,710.00 |
| Wilson Contractor Services, LLC | $814,861.14 |
| Hayes Construction, LLC | $838,202.00 |
| Gomez Brothers Construction, Inc. | $846,191.75 |
| Standard Site Utilities, LLC | $870,802.00 |
| J&L Construction, LLC | $1,080,826.70 |
| Mach Energy Services, LLC | $1,124,540.00 |
| Stampede Utility Construction, LLC | $1,161,924.75 |
| MX Construction Services, Inc. | $1,242,550.00 |
| W. Brown Enterprises, Inc. | $2,448,339.14 |

Birkhoff, Hendricks and Carter confirmed the references and qualifications and have provided a letter of recommendation to award bid to Canary Construction, Inc.

**Financial Summary**
This project is part of the 2024 bond and funds are available.

**Staff Recommended Action**
Approve

**Staff Recommended Motion**
Motion to approve award of bid to Canary Construction, Inc.

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

11910 Greenville Ave., Suite 600 Dallas, Texas 75243 Phone (214) 361-7900 www.bhcllp.com

CRAIG M. KERKHOFF, P.E., C.F.M.
GARY C. HENDRICKS, P.E., R.P.L.S.
JOE R. CARTER, P.E.
ANDREW MATA, JR., P.E.

DEREK B. CHANEY, P.E., R.P.L.S.
JUSTIN R. IVY, P.E.
COOPER E. REINBOLD, P.E.
CHASE CRAWFORD, R.P.L.S.


October 13, 2025

Ms. Leanne Wilson
Executive Director of Operations
City of Aubrey, TX
107 S. Main Street
Aubrey, TX 76227

Re: Phase 1B – W3.1 16-Inch Water Line
(Union Pacific Railroad to U.S. Hwy. 377)
Construction Contract Award Recommendation

Dear Ms. Wilson:

We have checked the bids received at 2:00 p.m., Monday, October 6, 2025, for the Phase 1B – W3.1 16-Inch Water Line (Union Pacific Railroad to U.S. Highway 377) project and are enclosing one (1) copy of the Bid Summary and Itemized Bid Tabulation for the City's reference and files. A total of twelve (12) sealed bids were received, opened, and read aloud at 2:30 p.m., Monday, October 6, 2025..

Canary Construction, Inc., of Lewisville, Texas, submitted the lowest responsible bid in the amount of $712,254.00. We checked the statement of qualifications and the references that Canary Construction, Inc. provided and found no irregularities on the Contractor.

Based on the information provided in the proposal we recommend the City accept the proposal from Canary Construction, Inc. and award them a construction contract in the total amount of $712,254.00 for the construction of the Phase 1B – W3.1 16-Inch Water Line project.

We are available to discuss our recommendation further at your convenience.

Sincerely,

Justin R. Ivy

Digitally signed by Justin R. Ivy
DN: C=US, E=ijvy@bhcllp.com, O="Birkhoff, Hendricks & Carter, L.L.P.", OU=Partner, CN=Justin R. Ivy
Reason: I have reviewed this document
Date: 2025.10.13 17:07:39-05'00'

Justin R. Ivy, P.E.

Enclosures – Bid Tabulation/Bid Summary

**CITY OF AUBREY, TEXAS**
**Phase 1B - W3.1 16-Inch Water Line**
**(Union Pacific Railroad to U.S. Hwy. 377)**

**BID SUMMARY**
**Bids Received at 2:00 p.m., Monday, October 6, 2025**

| | Contractor | Total Amount Bid |
|---|---|---|
| 1. | Canary Construction, Inc.<br>802 N. Kealy Avenue, Suite 101<br>Lewisville, Texas 75057<br>Wayne Borstad<br>469-464-3823 | $ 712,254.00 |
| 2. | JWC Excavation, LLC<br>2214 W. Blackjack Road<br>Aubrey, Texas 76227<br>Chelsey Wilson<br>940-305-2300 | $ 763,688.00 |
| 3. | Quality Excavation, LLC<br>104 Redfearn Road<br>Aubrey, Texas 76227<br>Jason Roberts<br>940-365-0800 | $ 800,710.00 |
| 4. | Wilson Contractor Services, LLC<br>3985 Mingo Road<br>Denton, Texas 76208<br>A.A. Martinez<br>940-243-1174 | $ 814,861.14 |
| 5. | Hayes Construction, LLC<br>205 Cody Lane<br>Sherman, Texas 75092<br>Lara Jackson<br>469-512-7290 | $ 838,202.00 |
| 6. | Gomez Brothers Construction, Inc.<br>11008 Oak Grove Road S<br>Burleson, Texas 76028<br>Daniel Gomez<br>817-733-5875 | $ 846,191.75 |

**CITY OF AUBREY, TEXAS**
**Phase 1B - W3.1 16-Inch Water Line**
**(Union Pacific Railroad to U.S. Hwy. 377)**

**BID SUMMARY**
**Bids Received at 2:00 p.m., Monday, October 6, 2025**

| | Contractor | Total Amount Bid |
|---|---|---|
| 7. | Standard Site Utilities, LLC<br>3121 Benton Street<br>Garland, Texas 75042<br>Matthew Luetge<br>469-793-1887 | $ 870,802.00 |
| 8. | J&L Construction, LLC<br>2220 San Jacinto Blvd., Suite 320<br>Denton, Texas 76205<br>Luis Asencio<br>940-629-3571 | $ 1,080,826.70 |
| 9. | Mach Energy Services, LLC<br>501 N. Walker Avenue, Suite 150<br>Oklahoma City, OK 73102<br>Aftahn Linn<br>405-263-7707 | $ 1,124,540.00 |
| 10. | Stampede Utility Construction, LLC<br>2615 S Hwy 287, Suite 500<br>Decatur, Texas 76234<br>Collin Porter<br>940-901-6234 | $ 1,161,924.75 |
| 11. | MX Construction Services, Inc.<br>8951 Collin McKinney Pkwy. #1001<br>McKinney, Texas 75070<br>Fernando Esquivel<br>214-998-9960 | $ 1,242,550.00 |
| 12. | W. Brown Enterprises, Inc.<br>2905 N. 1st Avenue<br>Durant, Oklahoma 74701<br>W. Scott Brown<br>580-282-0282 | $ 2,448,339.14 |

**City Council Meeting**
**Staff Report**
**October 23, 2025**

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**Agenda Item**
Approve Resolution No. 1025-25, requesting the United States Postal Service to consider adjusting the zip code boundary and/or city name designation along the northern boundary of the city limits; and authorize the City Manager to execute any necessary documents.

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

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**Summary**

The City of Aubrey continues to experience rapid growth along its northern municipal boundary. Portions of newly developed areas within the incorporated limits currently utilize the “Pilot Point, Texas” city name on their mailing addresses due to existing United States Postal Service (USPS) ZIP code boundaries. This inconsistency creates confusion for residents, emergency responders, and service providers, and diminishes community identity.

The proposed resolution formally requests that the USPS review and consider adjustments to the ZIP code boundary and/or city name designation to ensure that all addresses within Aubrey’s city limits properly reflect “Aubrey, Texas.” It further authorizes the City Manager to submit the formal request, provide supporting documentation and maps, and coordinate with USPS representatives to explore acceptable operational solutions.

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**Financial Summary**

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**Staff Recommended Action**
Approve

**Staff Recommended Motion**
I move to (approve/deny/table) the Resolution.

**CITY OF AUBREY, TEXAS**
**RESOLUTION NO. 1025-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, REQUESTING THE UNITED STATES POSTAL SERVICE TO CONSIDER ADJUSTING THE ZIP CODE BOUNDARY AND/OR CITY NAME DESIGNATION ALONG THE NORTHERN MUNICIPAL BOUNDARY OF THE CITY OF AUBREY; PROVIDING AN EFFECTIVE DATE; AND AUTHORIZING THE CITY MANAGER TO COMMUNICATE WITH THE USPS REGARDING THIS REQUEST.**

**WHEREAS,** the City of Aubrey, Texas ("City") continues to experience rapid residential and commercial growth, particularly along its northern municipal boundary; and

**WHEREAS,** under the current United States Postal Service ("USPS") ZIP code boundary configuration, certain areas located within the incorporated limits of the City of Aubrey are assigned mailing addresses that utilize the "Pilot Point, Texas" city name; and

**WHEREAS,** the use of a different city name for addresses physically located within the City of Aubrey creates confusion for residents, service providers, emergency response agencies, and utility service coordination, and diminishes community identity; and

**WHEREAS,** the City of Aubrey recognizes that ZIP code boundaries are determined and administered by the USPS based on operational and delivery factors, and that any adjustments are contingent upon USPS evaluation and approval; and

**WHEREAS,** the City desires to work collaboratively with USPS representatives to review potential boundary or "last line" adjustments, including the possibility of designating "Aubrey, Texas" as an acceptable city name for affected addresses; and

**WHEREAS,** the City Council finds that initiating this request and dialogue is in the best interest of the residents of Aubrey and consistent with the City's commitment to effective service delivery and community identity.

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

**Section 1.** The City Council formally requests that the United States Postal Service review and consider adjustments to the ZIP code boundary and/or city name designation along the northern municipal boundary of the City of Aubrey to ensure that addresses located within the city limits properly reflect “Aubrey, Texas.”

**Section 2.** The City Council further requests that the USPS meet with City officials to discuss potential solutions that minimize disruption to delivery operations while addressing the concerns of Aubrey residents.

**Section 3.** The City Manager is hereby authorized to submit the formal written request, supporting documentation, and maps to the appropriate USPS District Office, and to engage in ongoing communications with USPS representatives to advance this matter.

**Section 4.** This Resolution shall take effect immediately upon its passage and approval.

**PASSED AND APPROVED** by the City Council of the City of Aubrey, Texas, this 23rd day of October, 2025.

_____
Chris Rich, Mayor

ATTEST:

_____
Jenny Hicks, City Secretary

**City Council Meeting**
**Staff Report**
**October 23, 2025**

**Agenda Item**
Authorize the City Manager to execute a Professional Services Agreement with Parkhill for building assessment services for an MDD Development Project not to exceed $23,000.

**Staff Contact**
Christine Gossett, MDD Executive Director
cgossett@aubreytx.gov
940-440-9343

**Summary**
The professional services agreement includes an on-site assessment for the MDD's Development Project addressing architectural, mechanical, and electrical deficiencies of the buildings. The assessment of the Project will address the buildings' deficiencies and will include recommendations for addressing these deficiencies, plus limited charges for additional costs as determined. The agreement will not exceed $23,000.

**Financial Summary**
The professional services agreement would not exceed $23,000.

**Staff Recommended Action**

**Staff Recommended Motion**
I move to (approve/Deny/Table) authorization of the city manager to enter into a professional services agreement with Parkhill

**City Council Meeting**
**Staff Report**
**October 23, 2025**

**Agenda Item**
Approve Resolution No. 1027, repealing Resolution No. 992-24 and adopting the City of Aubrey's Official Investment Policy for Fiscal Year 2026.

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

**Summary**
This Resolution re-authorizes the investment guidelines and requirements included in the existing Investment Policy with no recommended no changes. Staff will continue to invest funds according to the existing practice and will continue to submit a quarterly investment report to Council.

**Financial Summary**
No change to the City's depository bank (Point Bank) and no change to the City's investment cooperative (LOGIC).

**Staff Recommended Action**
Approve

**Staff Recommended Motion**
I move to (approve/deny/table) the Resolution Adopting the Official Investment Policy for Fiscal Year 2026.

**RESOLUTION NO. 1027-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, REPEALING RESOLUTION NO. 992-24 AND ADOPTING THE CITY OF AUBREY'S OFFICIAL INVESTMENT POLICY FOR FY 2026; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, each year, the City Council must review and adopt an official investment policy for the City of Aubrey for investment of its funds pursuant to Chapter 2256 of the Texas Government Code, as amended; and

**WHEREAS**, the City of Aubrey's FY 2026 Investment Policy, which contains investment strategies, has been reviewed and considered by the City Council; and

**WHEREAS**, the City Council now wishes to adopt the following as the City's FY 2026 Investment Policy.

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

**SECTION 1.** The recitals to this Resolution are true and correct and are incorporated into this Resolution for all purposes.

**SECTION 2**. The City Council has reviewed the City of Aubrey's FY 2026 Investment Policy, and the investment strategies contained therein, as provided in Exhibit A, attached hereto and incorporated as if set forth fully herein.

**SECTION 3.** The City Council hereby adopts the City of Aubrey's FY 2026 Investment Policy as provided in Exhibit A. The City shall only invest its funds in investments authorized under the Policy. All investments authorized by the Policy shall be authorized by Chapter 2256 of the Texas Government Code, as amended.

**SECTION 4**. All previous investment policies of the City of Aubrey are hereby rescinded.

**SECTION 5**. The City Council hereby designates the Finance Director as the Investment Officer of the City, responsible for the investment of its funds.

**SECTION 6.** This Resolution shall become effective upon its passage and approval.

**PASSED AND APPROVED** on this the 23rd day of October, 2025.

Chris Rich, Mayor

**ATTEST:**

Jenny Hicks, City Secretary

**APPROVED AS TO FORM:**

Patricia A. Adams, City Attorney

Exhibit A

"EXHIBIT A"

PREFACE

It is the policy of the City of Aubrey that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with State and Federal Regulations, applicable Bond Resolution requirements, adopted Investment Policy and adopted Investment Strategy.

Effective cash management is recognized as essential to good fiscal management. Prudent cash management and efficient investment strategy development will be pursued to take advantage of interest earnings as viable and material revenue to all City funds. The City's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with this Policy.

Investments shall be made with the primary objectives of:

- Preservation of capital
- Safety of City funds
- Maintenance of sufficient liquidity
- Maximization of investment income through effective cash management
- Diversification of investments

## I. PURPOSE

### A. Formal Adoption

This Investment Policy is authorized by the Aubrey City Council in accordance with Chapter 2256, Texas Government Code - Public Funds Investment Act.

### B. Scope

This Investment Policy applies to all of the investment activities of the City. This Policy establishes guidelines for those who can invest City funds, for how City funds will be invested, and for when and how a periodic review of investments will be made. In addition to this Policy, bond funds (as defined by the Internal Revenue Service) shall be managed by their governing resolution and all applicable State and Federal Law.

### C. Review and Amendment

This Policy shall be reviewed annually by the City Council. Amendments must be approved by the Investment Officers and adopted by the City Council.

### D. Investment Strategy

In conjunction with the annual Policy review, the City Council shall review the separate written investment strategy for each of the City's funds. The investment strategy must describe the investment objectives for each particular fund according to the following priorities:

1) investment suitability,
2) preservation and safety of principal,
3) liquidity,

4) marketability prior to maturity of each investment,
5) diversification, and
6) yield.

## II. INVESTMENT OBJECTIVES

### A. Safety of Principal

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio.

### B. Maintenance of Adequate Liquidity

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by attempting to match investment maturities with forecasted expenditures where possible and maintaining a minimum of 25% of funds in fully liquid pools, money market funds or bank accounts.

## III. INVESTMENT POLICIES

### A. Authorized Investments

Investments described below are authorized by the Public Funds Investment Act as eligible securities for the City. The purchase of specific issues may at times be restricted or prohibited by the Investment Officers. City funds governed by this Policy may be invested in:

1. Obligations of the United States or its agencies and instrumentalities, excluding mortgage-backed securities, and any security containing an embedded option.

2. Other obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, excluding mortgage-backed securities and any security containing an embedded option.

3. Collateralized Certificates of Deposit (CDs) issued by State and national banks and savings banks domiciled in Texas that are guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor; or, secured by obligations that are eligible by the Public Funds Collateral Act. These deposits must be governed by a depository contract that complies with Federal and State regulation.

4. Money market mutual funds registered with and regulated by the Securities & Exchange Commission, with a dollar weighted average portfolio maturity of 90 days or less; that fully invests dollar-for-dollar all City funds without sales commissions or loads; and, whose investment objectives include seeking to maintain a stable net asset value of $1 per share. The City must be provided with a fund prospectus to be eligible under this policy.

5. AAA-rated Public Funds Investment Pools, as defined and in compliance with the Public Funds Investment Act, provided that investment in the particular pool has been authorized by the City Council, and whose weighted average maturity does not exceed 60 days and whose investment objective is to maintain a stable net asset value of $1 dollar per share.

B. **Protection of Principal**

The City shall seek to control the risk of loss due to the failure of a security issuer or grantor. Such risk shall be controlled by investing only in the safest types of securities as defined in the Policy; by qualifying the Investment Provider with whom the City will transact; by collateralization as required by law; and through portfolio diversification by maturity and type. The settlement of all investment transactions, except investment pools and money market funds, will be done on a delivery versus payment basis.

Consistent with the requirements of State law, the City requires all bank and savings and banks deposits to be federally insured or collateralized with eligible securities. Financial institutions serving as City Depositories will be required to sign a Depository Agreement with the City and the City's safekeeping agent. The safekeeping portion of the Agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulation.

Eligible securities for collateralization of deposits are defined by the Public Funds Collateral Act, as amended and meet the constraints of this Policy. All collateral securing bank and savings banks deposits must be held by a third-party banking institution acceptable to and under contract with the City, or by the Federal Reserve Bank. The market value of the principal portion of collateral pledged for collateralized deposit must at all times be equal to or greater than the amount of the deposit plus accrued interest, less the applicable level of FDIC insurance.

C. **Investment Providers**

Investment Providers eligible to transact investment business with the City shall be presented a written copy of this Investment Policy. Additionally the qualified representative of the business organization offering to engage in an investment transaction shall execute a written instrument substantially to the effect that the qualified representative has:

1) received and reviewed this Investment Policy, and

2) acknowledged that the business organization has implemented reasonable procedures and controls in a effort to preclude investment transaction conducted between the City and the business organization that are not authorized by the City's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards. imprudent investment activities with the City.

The City shall not enter into an investment transaction with an Investment Provider prior to receiving the written instrument described above.

D. **Responsibility and Controls**

1. **Authority to Invest**

The City Administrator and the Finance Director shall be considered the "Investment Officers" of the City. As Investment Officers they are authorized to deposit, withdraw (executed over two signatures), invest, transfer, execute documentation, and otherwise manage City
funds according to the rules governing the investment of City funds provided in this Policy.

Those persons designated as Investment Officers, shall attend at least one training session, within twelve (12) months of assuming these duties, and attend an investment training session not less than once in a two-year period and receive not less than ten (10) hours of instruction relating to responsibilities under the Public Funds Investment Act from an independent source approved by the City Council.

2. **Prudent Investment Management**

The designated Investment Officers shall perform their duties in accordance with the adopted Investment Policy and internal procedures. Investment Officers acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability. An Investment Officer shall be judged on the prudence of the overall portfolio.

3. **Standard of Care**

The standard of care used by the City shall be the "prudent investor rule" and shall be Applied in the context of managing the overall portfolio within the applicable legal constraints. The Public Funds Investment Act states:

> "Investments shall be made with judgment and care, under circumstances then prevailing, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived."

4. **Standards of Ethics**

The Investment Officers shall adhere to City's Employment Policies. Additionally, all Investment Officers shall file with the Texas Ethics Commission and the City Council a statement disclosing any personal business relationship with an entity seeking to sell investments to the City or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to the City. An investment officer has a personal business relationship with a business organization if:

1) the investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization;

2) funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or

3) the investment officer has acquired from the business organization during the previous year investments with a book value of $2,500 or more for the personal account of the investment officer.

5. **Establishment of Internal Controls**

The Investment Officers shall maintain a system of internal controls over the investment activities of the City.

6. **Reporting**

Investment performance will be monitored and evaluated by the Investment Officers. The Investment Officers will provide a quarterly comprehensive report prepared in compliance with generally accepted accounting principle signed by all Investment Officers to the City Council. This investment report shall:

1) describe in detail the investments held by the City, including security types, purchase dates, maturity dates and coupon. If the investment is a pool or money market fund, include fund balances, transaction history and interest rate earned.

2) state the compliance of the investment portfolio with the City's Investment Policy and strategy and the Public Funds Investment Act.

When determining market values of the City's investments, the Investment Officers, or the City's Investment Advisor, will obtain market prices from independent pricing sources.

The City, in conjunction with its annual financial audit, shall perform a compliance audit of investments held and adherence to the City's Investment Policy and strategies. If the City invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers under this section shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council by that auditor.

## IV. INVESTMENT STRATEGY

It is the policy of the City of Aubrey that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with State and Federal Regulations, applicable Bond Resolution requirements and adopted Investment Policy.

For investment purposes, the City's funds are pooled together and share a common strategy.

In accordance with the Public Funds Investment Act, City investment strategy acknowledges the following priorities (in order of importance):

- Understanding the suitability of the investment to the financial requirements of the City:
- Preservation and safety of principal;
- Liquidity;
- Marketability of the investment prior to maturity;

- Diversification of the investment portfolio; and
- Yield.

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds.

**City Council Meeting**
**Staff Report**
**October 23, 2025**

**Agenda Item**
Approve Resolution No. 1026-25, repealing Resolution No 991-24 and adopting the City of Aubrey's Official Procurement Policy and Procedures for Fiscal Year 2026.

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

**Summary**
The city's procurement policy is updated to reflect recently enacted state law changing the minimum dollar threshold for sealed bid requirement from $50,000 to $100,000 and to update approval levels for City staff to authorize City Council approved appropriated expenditures in the budget. Additionally, a new section addressing City Council travel and training expense reimbursement has been added to the Procurement Card section of the procedure and City Manager authorization to dispose of vehicles and/or equipment.

**Financial Summary**
The following Staff members may authorize expenditures for goods and services that have been approved as an appropriated expenditure in the budget by City Council in the amounts listed below:

| | |
|---|---|
| First Line Supervisor with purchasing authority | $3,000 |
| Department Head | $10,000 |
| Finance Director | $50,000 |
| Assistant City Manager | $50,000 |
| City Manager | $100,000 |

**Staff Recommended Action**
Approve

**Staff Recommended Motion**
I move to approve the resolution updating the City's procurement policy.

**RESOLUTION NO. xxx-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, REPEALING RESOLUTION NO. 988-24 AND ADOPTING THE CITY OF AUBREY'S OFFICIAL PROCUREMENT POLICY AND PROCEDURES FOR FY 2026; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, each year, the City Council adopts official procurement policies and procedures for the City of Aubrey in accordance with state procurement laws; and

**WHEREAS**, the City of Aubrey's FY 2026 Procurement Policy and Procedures (the "Procurement Policies") has been reviewed and considered by the City Council; and

**WHEREAS**, the City Council has reviewed the revised Procurement Policies and has determined it appropriate to repeal Resolution No. 988-24 and to adopt the Procurement Policies set forth in Exhibit A hereto as the City's FY 2026 Procurement Policy and Procedures.

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

**SECTION 1.** The recitals to this Resolution are true and correct and are incorporated into this Resolution for all purposes.

**SECTION 2**. The City Council has reviewed the Procurement Policies as provided in **Exhibit A**, attached hereto and incorporated herein.

**SECTION 3.** The City Council hereby repeals Resolution No. 988-24 and adopts the City of Aubrey's FY 2026 Procurement Policy and Procedures, as provided in **Exhibit A.**

**SECTION 4**. All previous procurement policies and procedures of the City of Aubrey are hereby repealed.

**SECTION 5.** This Resolution shall become effective upon its passage and approval.

**PASSED AND APPROVED** on this the 23rd day of October, 2025.

APPROVED:

X

Chris Rich, Mayor

ATTEST:

X

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

X

Patricia Adams, City Attorney

# City of Aubrey

# Procurement Policy and Procedures

**Updated FY ~~2025~~2026**

**RESOLUTION NO. ~~991~~xxx-~~24~~25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, REPEALING RESOLUTION NO. ~~947~~988-2~~3~~4 AND ADOPTING THE CITY OF AUBREY'S OFFICIAL PROCUREMENT POLICY AND PROCEDURES FOR FY ~~2025~~2026; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, each year, the City Council adopts official procurement policies and procedures for the City of Aubrey in accordance with state procurement laws; and

**WHEREAS**, the City of Aubrey's FY ~~2025~~ 2026 Procurement Policy and Procedures (the "Procurement Policies") has been reviewed and considered by the City Council; and

**WHEREAS**, the City Council has reviewed the revised Procurement Policies and has determined it appropriate to repeal Resolution No. ~~947~~988-~~23~~ 24 and to adopt the Procurement Policies set forth in Exhibit A hereto as the City's FY ~~2025~~ 2026 Procurement Policy and Procedures.

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**SECTION 1.** The recitals to this Resolution are true and correct and are incorporated into this Resolution for all purposes.

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APPROVED:

X

Chris Rich, Mayor

ATTEST:

X

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

X

Patricia Adams, City Attorney

**“Exhibit A”**

**City of Aubrey**

**PROCUREMENT POLICIES AND PROCEDURES**

**SECTION 1.0: POLICIES**

## 1.1 Purpose

The purpose of the City's Procurement Policy is to provide parameters for the expenditure of funds in the procurement of goods and services for the City of Aubrey. The policies and procedures outlined herein are intended to comply with the City of Aubrey's Mission and legally mandated federal and state statutes.

## 1.2 Policy

Regardless of the value of the expenditure it is the policy of the City of Aubrey to promote competition that produces the highest quality goods and services at the lowest possible price and/or at the best value, whether or not the item is subject to bid. The Mayor and City Council, are charged with establishing the policies for the procurement of all goods and services, and the City Manager shall be responsible for oversight and administration of this Policy and City Staff performing those functions. The City departments listed below shall perform the following functions in accordance with this Policy and applicable law:

The Finance Department:

- Develops purchasing objectives, programs, and procedures for the acquisition of materials, equipment, supplies, and services;
- Helps department heads provide open and fair competition to vendors; and
- Helps departments prepare and obtain approval of purchase orders, price agreements, and contracts;

The City Secretary’s Office/Department Heads or other designee of the City Manager:

- Receives, and monitors formal bids for purchases.

The Department Heads:

- Develop and maintain technical and non-technical commodity specifications;
- Ensure funding is available for procurement in department budgets;
- Provide open and fair competition to vendors;
- Prepare requisitions;
- Obtain approval of purchase orders, price agreements, and contracts;
- Prepare requests for proposals (RFPs), requests for qualifications (RFQs) and requests for bids (RFBs); and
- Monitor and evaluate the performance of vendors including but not limited to compliance with contract specifications.

### 1.3 Free and Open Competition

All procurement transactions, regardless of dollar value, whether advertised or negotiated, shall be conducted in a manner so as to provide maximum free and open competition, except as expressly set forth in these policies. The City Manager and/or designee shall monitor the procurement practices of City Staff and take appropriate action to prevent organizational conflicts of interest or noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors who develop or draft specifications and other requirements for solicitation instruments (Requests for Bids or Proposals) shall be excluded from competing for such procurement.

**1.4** Compliance

In order to have an efficient purchasing function, all departments must work in close cooperation with the Finance Department. Departments can ensure compliance with the City's policies and procedures by:

- Informing departmental personnel of the purchasing requirements and ensuring adherence;
- Planning purchases in advance in order to allow sufficient time to advertise, when necessary, obtain proposals, quotations, or bids, determine best source, and issue purchase orders with reasonable lead-time for delivery and thus prevent emergencies;
- Providing accurate and concise specifications for items requested and timely preparing requisitions;
- Inspecting or supervising the inspection of commodities, services and equipment delivered; and determining acceptability of their quality, quantity, and conformity with specifications; and
- Providing complete written documentation of a vendor's performance to be used in future bid award evaluations.

### 1.5 Conflict with Laws

To the extent that these procurement policies and procedures conflict with state or federal law, these policies shall yield to said laws. In any instance where state or federal law provides for a less restrictive standard or procedure than these policies, the City may opt to comply with such state or federal law in lieu of the more restrictive standard or procedure in these policies; provided, however, that the City Manager's advance written permission to depart from these policies in any such given instance must be obtained and said written permission must set forth the scope and duration of such departure.

## SECTION 2.0: CODE OF ETHICS

Officers and employees of The City of Aubrey are public servants, who will carry out their activities in a fair and legal manner avoiding actual or perceived conflicts of interest. All officers and staff members are expected to conduct the activities of the City in full compliance with the law and in an honest, fair, and courteous manner. Officers and staff members must neither ask nor expect contractors, vendors or others with whom the City does business to favor the City, the officer or the individual staff member with special treatment.

Officers and staff members should not permit personal preferences and dislikes to affect decisions related to their duties. To do so acts against the City's policy which is to treat all individuals, members, potential members, contractors, and others fairly and equitably. Conversely, officers and staff members are expected to use their best professional judgment and expertise when evaluating potential vendors and contracts for purchasing goods and services.

This section does not preclude officers and staff from considering past purchasing experience with a specific vendor when making a future purchasing decision or recommendation to City Council. Third party references and vendor experience may be considered by the City when evaluating and awarding contracts for purchases as allowed by law.

## SECTION 3.0: CONFLICT OF INTEREST

### 3.1 Contracts

Specifically, with reference to contracts, no employee or officer of the City who exercises any functions or responsibilities in the review or approval of an undertaking or the carrying out of one of City's contracts shall participate in any decision relating to that contract if the decision affects his or her personal financial interest, such officer or employee has a substantial interest as defined by state law, or participation by such officer or employee is otherwise prohibited by state law or City policy.

If a former staff member or City officer has worked less than one year for a business seeking to contract with the City, the business entity must make this known and must describe the relationship between the former employee/officer and the firm. In no instance may this former employee/officer have hours billed or worked on any project or program. To do so is reason for not awarding a contract.

### 3.2 Declaration of Conflict of Interest

In the event of a conflict of interest as defined by state law, the affected officer or employee must file a signed affidavit declaring his or her conflict of interest. The affidavit must be filed with the City Secretary. Such official, officer or employee must abstain from discussion of or voting on a bid, proposal or contract submitted by a business entity in which he/she has a substantial interest. More specifically, in addition to the requirement to complete an affidavit, when an item is placed before a Board, Commission, Committee, or City Council for review, any and all members of those bodies who has a conflict of interest shall announce that he/she has such conflict and shall leave the room until the body has discussed and taken action on the item for which the member has a conflict.

Moreover, it is the policy of the City that an employee who has a substantial interest in a business entity as defined by state law, shall follow the procedure outlined in this section by completing an affidavit and leaving the room where a discussion and/or vote is taking place regarding the business entity in which the employee has an interest. Further it is the obligation of officials, officers and employees to avoid apparent conflicts of interest by abstaining and following the procedures specified in this section.

Officials, officers and employees shall abstain from participating in the procurement process, which includes but is not limited to discussions, lobbying, rating, scoring, recommending, providing current copies of contracts outside of Public Information Act process, explaining or assisting in the design or approval of the procurement process on a contract with the organization he or she represents or from which he or she receives a

direct financial benefit; or on contracts with organizations in which a family member will realize a direct benefit.

### 3.3 Violations and Remedies

Violations of the provisions of this section constitute misconduct, subjecting the violator to any and all penalties prescribed by law. Penalties, sanctions or other disciplinary actions, to the extent permitted by state or local law, rules or regulations, shall be imposed for violations of the code of conduct/conflict of interest standards committed by the City's officers, employees or agents or by persons, contractors or their agents, when the procurement involves state or federal programs and/or funds.

Appropriate sanctions, penalties or disciplinary actions shall be applied for violation(s) of these policies and/or state law. Violations of state or federal law shall be referred to the proper authority having jurisdiction over it.

### 3.4 Substantial Interest

A person has a substantial interest in a business entity if: (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or $15,000 or more of the fair market value of the business entity; or (2) funds received by the person from the business entity exceed 10 percent of the person's gross income for the previous year. Additionally, a local public official is considered to have a substantial interest if a person related to the official in the first degree by blood or marriage, as defined by Chapter 573 of the Texas Government Code, has a substantial interest as defined herein.

## SECTION 4.0: LEGAL CONSIDERATIONS

### 4.1 Procurements Exempt from State Law Competitive Bid Requirements

Purchases made by the City shall be in accordance with State law. Except as specifically exempted by state law or by the terms of these policies and procedures, including but not limited to Sections Four, Five and Seven, written, competitive bids or competitive proposals, as provided for under state law, must be taken for all procurements over $~~50,000~~100,000. Procurements exempt from the competitive bid requirement are as follows:

- Those made in case of public calamity, where it is necessary to act immediately to appropriate money to relieve the necessity of the City's residents or to protect or to preserve City property and for which City Council has approved a Resolution ratifying the expenditure as an exception to the competitive bid requirement. Public calamity shall mean a grave event or occurrence that causes great loss or distress for the residents of the City, including but not limited to natural disasters, acts of war, acts of terrorism, and other events as authorized by law or as determined by the City Council to constitute a public calamity after consideration of the existing facts and circumstances. Purchases made pursuant to this exception shall be in accordance with the Emergency Management Procedures in effect at the time of the purchase;

- Those made necessary by unforeseen damage to City property, machinery or equipment for which City Council has approved a Resolution ratifying the expenditure as an exception to the competitive bid requirement. Such resolution shall explain the nature of the damage, the cause of the damage, and the urgent need that supports the use of an exception to competitive bid. Unforeseen damage shall mean unexpected damage caused by some natural force or act of vandalism or other criminal or negligent act or omission. Purchases made pursuant to this exception shall be in accordance with the Emergency Management Procedures in effect at the time of the

purchase;

- A procurement necessary to preserve or to protect the public health or safety of the City's residents for which City Council has approved a Resolution ratifying the expenditure as an exception to the competitive bid requirement. Purchases made pursuant to this exception shall be in accordance with the Emergency Management Procedures in effect at the time of the purchase;

- Those for personal, professional, or planning services as budgeted are exempt from competitive bid; however, the procurement of those types of services shall be done in accordance with state law requirements and the RFQ/RFP process as specified in Section 5.5;
- Those for work performed and paid for by the day as work progresses as budgeted by the City Council;

- A purchase of land or right-of-way for which City Council has approved a Resolution authorizing the expenditure as an exception to the competitive bid requirement;

- Items that are available from only one source and for which City Council has approved a Resolution authorizing the expenditure as an exception to the competitive bid requirement;

- A purchase of rare books and other library materials for a public library and for which City Council has approved a Resolution authorizing the expenditure as an exception to the competitive bid requirement;

- Paving, drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements;

- A public improvement project, already in progress, authorized by the voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters and for which City Council has approved a Resolution authorizing the expenditure as an exception to the competitive bid requirement;

- A payment under a contract by which a developer participates in the construction of a public improvement as provided by Chapter 212 of the Texas Local Government Code and for which City Council has approved a Resolution authorizing the expenditure as an exception to the competitive bid requirement;

- Personal property sold:

    - The City Manager is authorized to dispose of vehicles and equipment that has reached the end of their useful lives to the point where it is no longer cost effective to maintain and operate ("Surplus Property") by utilizing any method legally allowed to dispose of such Surplus Property by sale or transfer in consideration for payment consistent with the standard of fair market value, to deposit all funds received from the sale of such Surplus Property into the bank account of the City, and to utilize funds gained from the sale of Surplus Property in accordance with the Vehicle Replacement Program and the City's adopted budget.
    - ~~At an auction by a state licensed auctioneer provided that such purchase has been approved as a part of the budget or that the City Council has approved a Resolution authorizing the expenditure as an exception to the competitive bid requirement;~~
    - ~~At a going out of business sale held in compliance with Chapter 17, Texas Business and Commerce Code provided that such purchase has been approved as a part of the budget or that the City Council has approved a Resolution authorizing the expenditure as an exception to the competitive bid requirement~~

- By a political subdivision of the state of Texas, a state agency of the State of Texas, or an entity of the federal government pursuant to an interlocal agreement approved by City Council; or

- Under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391 of the Texas Local Government Code provided that such purchase has been approved as a part of the budget and that City Council has approved the interlocal contract for cooperative purchasing;

• Services performed by blind or severely disabled persons;

• Goods purchased by a municipality for subsequent retail by the municipality and for which City Council has approved a Resolution authorizing the expenditure as an exception to the competitive bid requirement;

• Electricity;

• Advertising, other than legal notices;

• Purchases made pursuant to an approved cooperative purchasing program or those from an approved state or local government program provided that City Council has approved participation in the cooperative purchasing or approved state or local government program;

• Any other purchases or contracts exempted or excluded from competitive bidding by state or federal law

Contracts shall be awarded in a manner consistent with the provisions of City policy statements and state law.

### 4.2 Conflict of Interest

An employee of the City may not solicit bid quotations from relatives of the employee or relatives of another City employee on products to be purchased by the City.

### 4.3 Public Access to Procurement Information

Procurement information shall be a public record to the extent provided by the Texas Public Information Act and the Freedom of Information Act, to the extent applicable, and shall be available to the public as provided therein. If a proposal contains information that the bidder considers proprietary and does not want disclosed to the public or used for any purpose other than the evaluation of the offer, all such information must be clearly marked as proprietary and confidential by making such notation on each page or portion thereof containing propriety and confidential information. The City reserves the right to duplicate, use or disclose the information as needed to prepare contract documents and working documents for the project and is not liable for accidental disclosure of such information.

### 4.4 Confidentiality of Bidders Quotations

A vendor's bid/proposal is confidential until opened. Therefore, no bid or proposal shall be opened before the date and time of the published opening of such bid/proposal. Opening bids/proposals prior to the publication date and time is a violation of state law and City policy.

## SECTION 5.0: METHODS OF PROCUREMENT

### 5.1 General

The City has four methods for procuring goods and services each of which is determined by the total estimated cost of the purchase. However, regardless of the cost of the purchase, the objective is to secure the highest quality goods and services at the lowest possible price or, if applicable, at the best value to the City. No purchase may be

split to circumvent the dollar amount requirements. The procurement process begins with the preparation and approval of a Purchase Order **(see Section 6.0)**. All purchases must be made through an approved Purchase Order or Contract. Purchase Orders will not be issued "after-the-fact".

**5.2 Purchases less than $3,000**

No quotes are required but are highly recommended when possible. Informal bids or quotes can be received via mail, delivery service, telephone, email, or facsimile. Orders may be placed by an authorized member of a department directly with vendors by purchase order.

**5.3 Purchases over $3,000 but less than $~~50,000~~100,000**

If the cost of the item(s) exceed $3,000 but is less than $~~50,000~~100,000, departments are required to secure at least three (3) documented quotes on the item(s).

Further, at least two historically underutilized businesses—on a rotating basis—shall be contacted for bids on such contracts; provided, however that this provision shall not apply if the Texas state comptroller fails to provide a list of such businesses for Denton County. Once all bids have been received and evaluated, the Department Head or ~~his or her~~ their designee will place the purchase to the lowest responsible bidder. In the event that a Department Head or ~~his or her~~ designee desires to award a bid to a bidder other than the low bidder, such employee will provide an ~~detailed~~ explanation in writing specifying why the lowest bidder was not accepted. Such written explanation shall be attached to the bid sheet. In lieu of securing three different written quotes, goods or services in this category may be purchased through a local government purchasing cooperative or interlocal purchasing agreement of which the City of Aubrey is a member or eligible to participate, where the products and services to be purchased have been submitted for competitive procurement as outlined by state statute.

**5.4 Competitive Sealed Bids - Cost over $~~50,000~~100,000**

With the exception of emergency purchases, the City Council must approve all non-budgeted or unanticipated purchases with values in excess of $~~50,000~~100,000 **prior to** the purchase. Once a resolution has been passed or approval has been granted, the purchase must be made through the use of competitive sealed bids **(see Section 7.0)** or some other purchasing method as authorized by this policy or by state or federal law. Invitations for sealed bids shall include specific instructions to the vendors concerning bid submission requirements including the time, date and place for receipt of bids by the City.

Competitive sealed bids are to be advertised in local newspapers of general circulation under the legal notices section. The bid must be advertised at least 14 days prior to the date of the bid opening. The advertisement provides ~~is to give adequate i~~instruction as to the nature of the bid, date and time of bid opening, and bidders conference, if applicable.

**Exceptions to Competitive Sealed Bidding**

Competitive sealed bidding is not necessary if one of the exceptions in Section 4.0 of these policies is applicable, if there is an applicable state or federal law exemption or alternative, or if competitive bidding is precluded under state or federal law.

**5.5 Professional Consulting Services Contracts –RFQ/RFP Process**

**a. RFQ/RFP Process -** Professional consulting services are those services within the scope of the practices of accounting, architecture, land surveying, professional engineering, and other areas as defined by state law. Such services to the City are to be provided pursuant to

a third party independent contractor agreement for a specified time period. Competitive bidding shall not be used to select the professionals/consultants contracted by the City. Compensation will be negotiated before the contract is signed and after the consultant has been selected on the basis of his or her demonstrated competence and qualifications to perform the services for a fair and reasonable price.

When professional consulting services are needed, the Department requesting the services will prepare a Request for Qualifications setting forth a description of the scope of services needed, the minimum desired qualifications, credentials and experience, and the relative importance of each, and will forward that information to the City Manager. The RFQ shall be advertised and may also be sent out to qualified vendors whom City staff recommends. The City Manager will assemble a team (Selection Team) of appropriate staff that will evaluate the responses submitted by those firms whose qualifications meet the requirements set forth in the Request for Qualifications. Requests for Proposals shall be solicited and processed in accordance with the requirements set forth in Section 5.5(b) hereof.

**b. RFP Process -** A Request for Proposal (RFP) will be sent to each consultant identified by the Selection Team in accordance with the RFQ process set forth in Section 5.5(a) above. However, if the two-step RFQ/RFP Process is not utilized and the single step RFP process is utilized, then the RFP must be advertised and must require that proposals contain information identifying qualifications, credentials, and experience of t h o s e vendors submitting a response. The RFP shall also list the services desired and a deadline for return of the RFP. The request shall require the responding professionals/consultants to provide a schedule for completion of the scope of services, where applicable. Copies of the proposal(s) shall be submitted to the City Secretary who shall process the responses in accordance with Section 7.0 and who will forward to the members of the Selection Team. Interviews shall be scheduled with the highest ranked firms. The Selection Team will ask each finalist to make a presentation of experience and then may question the firms as to capability and methods of approach for furnishing the required services. Professional compensation is not considered in these discussions.

The qualified firm(s) shall be ranked based on qualifications. The Selection Team shall begin negotiations with the most qualified to develop a contract. The City contract shall include all relevant terms and conditions, including but not limited to, compensation, time required and full scope of work to be performed. If an agreement satisfactory to both the City and a firm ~~c a n n o t b e r e a c h e d~~, negotiations will be terminated with that firm and the process started over with the second choice candidate and so on. As soon as an agreement is reached, the Selection Team shall make its recommendation to the City Council.

**c. Frequency -** The RFQ/RFP process for professional services may be utilized as needed.

**5.6 Annual Contracts**

For goods or services that are used repetitively throughout the City such as office supplies, paper goods, mailing services, or stationery, the City may enter into an annual contract with a supplier. The purpose of entering into an annual contract is to eliminate the need to obtain competitive pricing each time repetitively used items are requested. The City will obtain competitive sealed bids requiring that bid prices remain in effect for a specified period. The City will enter into agreement, upon approval of the City Council (if the contract price exceeds $~~50,000~~100,000), with the approved bidder by signing a contract stating the terms and conditions. Once the contract period nears the end of the term, the Finance Department will re-advertise the bid request for the following year giving fair opportunity for vendors to respond.

**5.7 Sole Source Purchases**

When a department identifies a potential sole source purchase, a detailed justification explaining why a sole source purchase is necessary must be provided to the City Manager or designee in advance for review and concurrence. Upon review and concurrence of the City Manager or designee, a Resolution outlining the basis for the sole source purchase shall be submitted for City Council approval. Except as specifically provided otherwise in these policies, a sole source purchase may only be made pursuant to an approved City Council Resolution.

**5.8 State Contract Purchasing**

Notwithstanding any other provision of this policy, the City has the option of purchasing items on contract through various Government Purchasing Cooperatives when permitted under state law as well as through the use of interlocal cooperation agreements with other governmental entities for cooperative purchasing. Participation in these programs is strictly voluntary and the City is not obligated to purchase through either. According to Section 271.081 - 271.083 of the Texas Local Government Code, as amended, the City is not required to obtain competitive bids for items that are on state or local government contract. Because cooperative programs purchase in large quantities, prices are generally lower than retail. One must keep in mind when purchasing items under state or local contract that there are generally no alterations or modifications to the specifications that are listed with the cooperative purchasing programs.

**5.9 Alternative Project Delivery Methods for Certain Projects**. Alternative project delivery methods, include but are not limited to, construction manager at risk, construction manager agent and design build contracts. Any of the alternative project delivery methods specified in Chapter 2269 of the Texas Government Code, as amended, may be utilized provided that the purchase and the procedures utilized in making that purchase comply with all requirements specified therein and other applicable law, and provided that such alternative delivery method is approved by the City Manager or designee.

## SECTION 6.0: THE REQUISITION PROCESS

**6.1 Procedure for Non-Emergency Purchases**

When the need arises for the purchase of goods and/or services the user Department shall originate a purchase requisition. The purchase requisition must be prepared far enough in advance of the date that the goods or services are needed to allow all procurement procedures to properly function, including:

- Securing appropriate approval of the purchase
- Advertising for bids, if necessary
- Obtaining bids or price quotations
- Evaluating bids
- Preparing the contract
- Allowing delivery of goods or services in a timely manner

Each Department is responsible for ensuring that duplicate purchases are not made.
Once a purchase order is received, the Department Head must:

- Check the purchase order for completeness, including quantity and concise specifications;
- If specified as a sole source, ensure the reason for the sole source is documented and appropriate and that a Resolution determining sole source has been approved by the City Council;
- Verify the budget authority. Check budget line item authority and budget balance for sufficient unencumbered amount to cover the purchase.

Once the vendor selection process has been completed, the Department Head routes the requisition for approval. Following approval of the requisition, the Department Head prepares the Purchase Order and routes it and any contracts for approval. The Purchase Order Diagram is included as **Exhibit A**.

**The City is not liable for making payment to vendors for purchases that have not had prior approval of the Department Head and have not been issued a purchase order number.** The Department must attach the approved Purchase Order to the invoice received and forward to Finance for payment.

### 6.2 Procedure for Emergency Purchases

The designation of emergency purchase indicates a situation of such urgency that normal purchasing procedures must be modified in the interest of time, and therefore no competitive bids are required. The City is allowed to make emergency or exempted purchases without competitive bidding as defined in Texas statutes. An approved City Council Resolution is required for all emergency purchases in the amount of $~~50,000~~100,000 or more; provided however, that if due to exigent circumstances, the purchase must be made and time does not allow the posting and holding of a Council meeting, the City Manager, after consultation with the Mayor, or the Mayor alone as provided by the City's Emergency Management Procedures in effect at the time of the purchase, may authorize the expenditure by providing written permission to City Staff to make the emergency purchase in accordance with the Emergency Management Procedures, and subsequent to making such purchase, the City Manager or designee shall prepare and submit, a ratifying Resolution to Council at the first available Council meeting after the purchase is made where the item may be properly posted as required by law.

All emergency purchases are processed as follows:

- The applicable Department Head will be notified immediately with as much information as possible about the emergency purchase required.

- The Department Head contacts as many vendors as necessary to arrange the emergency purchase. The purchase is completed by any means, including but not limited to telephone by issuing a verbal purchase order number to the vendor and requesting expedited delivery. The purchase order is sent to the vendor at a later date.

- Staff making the request may be required to pick-up the emergency purchase from the vendor, if applicable, if expedited delivery from the vendor is not available.

- Council approval or ratification must be obtained for all such emergency purchases exceeding $~~50,000.00~~100,000.

## SECTION 7.0: PURCHASING PROCESSES

### 7.1 Policy

Competitive written or telephone bids are to be sought for all purchases over $3,000 but less than ~~$50,000~~100,000 ***(see Section 5.3)***, unless the purchase is for professional consulting services or other purchases that would be exempt from competitive bidding requirements even if the amount of the purchase exceeded ~~$50,000~~100,000. All practical means to obtain the best price and/or best value available for competitively bid purchases should also be used when making emergency purchases. Competitive sealed bids are required for those bids exceeding ~~$50,000~~100,000 ***(see Section 5.4)*** to the extent required under state law. The bid consists of the items offered by the vendor in response to the specifications, along with details governing the offer. The City bidding procedures contain the following general requirements:

- A short summary of the Request For Bid (RFB) or Request for Proposal (RFP) shall be published in local newspapers of general circulation or as otherwise required under state law. The advertisement is to be published under the Legal Notices section of the newspaper or as otherwise required. This should be coordinated through the City Secretary's Office.

- Bids are received until the date and hour set out in the specifications. The City Secretary or their designee will mark bids with the date and time at which they are received. Once a bid is submitted, the bidder cannot alter or correct a bid. A vendor who wishes to withdraw a previously submitted bid and/or submit an alternate bid may only do so prior to the bid opening. Under no circumstances will bids be accepted after the specified date and time.

- The bids are to be opened at the date and hour specified in the bid and notice documents and submitted to the requesting department for review. Generally, the lowest and best responsible bid (or best value, as applicable) is accepted. Occasionally, a bid may be split between vendors to obtain optimum pricing. If no bid is found to be acceptable, the entire bidding process must be repeated. Sealed bids are opened publicly in the presence of at least three (3) City representatives (i.e. employee, City official, or professional staff). The City Secretary or their designee will coordinate the opening of the bids.

- Bids are to be kept confidential from competitors until after the bid has been opened. Once the bid is opened, the bid becomes open record in accordance with the Texas Public Information Act.

- Sealed bids must be submitted to the City of Aubrey by mail or hand delivered to City offices unless the City is utilizing an electronic bid submission process that has been identified in the bid documents. Envelopes must be clearly marked to indicate that a sealed bid is enclosed. Faxed or late bids will not be considered for award. All bids/proposals should be addressed to the City Secretary.

- The City of Aubrey reserves the right to reject any and all bids submitted and to waive any and all irregularities.

It is the consistent policy of the City to use competitive principles in awarding all public contracts to the extent required by law. This includes the purchase and lease of goods, the purchase of services, and construction projects. These competitive principles apply to all departments of the City of Aubrey.

### 7.2 Requests for Bids (RFB) or Requests for Proposals (RFP)

RFBs and RFPs are used to notify vendors that the City has specific requirements for goods and/or services and that vendors are being offered an opportunity to fulfill those requirements. The bid system is to be kept simple and practical, and the bids must be advertised as widely as practicable in order for competition to work.

### 7.3 Bid Packet

A bid packet contains documents needed by the vendor to respond to the requirements of the RFB/RFP. It may include several elements:

**Request for Bid (RFB) or Request for Proposal (RFP)**: This is the cover form for the bid/proposal package. It provides specific information that the bidder will need to respond. As applicable, it should include:

- Quantity and brief description of goods or services to be provided
- Request for unit cost, extended cost, and total cost of items bid
- Estimated delivery time if vendor is awarded the bid
- Closing date and time for receiving bids or proposals.
- Place where bids or proposals are to be sent, including the address and office
- Person to contact for additional information
- Instructions to bidders
- For RFPs only: Factors to be used in the evaluation process, the percentage weights attached to each factor. Evaluation factors may include price, experience of vendor's staff, ability to respond in a timely way, past recommendations, and financial soundness, as well as any others considered necessary. Other evaluation factors will depend on the individual requirements attached with the procurement.

**Standard Terms and Conditions**: Generally, conditions of doing business with the City will remain constant for all contracts and purchases, unless specifically identified as deleted from the RFB or RFP. They are usually presented as an attachment to the RFP.

**Special Provisions**: Terms and conditions required for a particular contract or purchase.

**Specification**: Description of the purchase requirements. In place of enclosing the actual specification, information about where the specification may be obtained may be substituted.

**Pricing:** The offer and acceptance page. The vendor quotes prices in accordance with the specification requirements. Prices are usually provided by unit and include the total cost for the estimated amount required. This page must be utilized for the vendor's quote to be considered.

A list of attendees and minutes of any applicable bidders' conference conducted by Staff shall be maintained by the City Secretary or designee and such list shall be maintained as part of the procurement file.

### 7.4 Competitive Proposals

Competitive proposals can only be used for procurements of high-technology products or other purchases/contracts as allowed by law. The specification shall be written using performance standards rather than the description of the good or service. The specification must also specify the relative importance of price and other evaluation factors by identifying the percentage weight to be given to each factor.

- Vendors submit a proposal for a system to satisfy the requirements set forth in the proposal. Proposals may incorporate various types of hardware or services to accomplish the performance objectives set forth in the specifications.

- After proposals are received, the City may enter into discussions with offerors who submit proposals and who are determined to be reasonably qualified for the award of the contract based upon proposal specifications based upon ranking of such vendors in accordance with the criteria identified within the request for competitive sealed proposal in order to negotiate a contract with the most qualified vendor who provides the service and value to the City. Negotiations shall commence with the vendor obtaining the highest ranking, and if a contract cannot be finalized with such vendor, then negotiations shall cease with that vendor, and Staff shall commence negotiations with the next ranked vendor. This process shall continue until an agreement is negotiated, and once the City has ceased negotiations with any vendor and moved to negotiations with the next vendor on the ranking list, the City may not return to negotiations with any of the preceding vendors. Offerors shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. Revisions may be permitted during the discussion process after submissions and before the award of the contract in order to meet the needs of the City as identified in the request for competitive sealed proposal.

- The contract must be awarded to the most qualified and responsible offeror whose proposal is determined to be the most advantageous to the City considering the qualifications of the vendor and the relative importance of price and the other evaluation factors included in the request for proposal.

**7.5 Cancellation of an RFB/RFP; Rejection of a RFB/RFP**

RFBs and RFPs may be canceled by the City at any time before the date set for opening bids. A cancellation notice should be mailed or faxed to all vendors receiving bid or proposal invitations. Additionally, all proposals may be rejected by the City.

**7.6 Modification of an RFB/RFP**

RFBs and RFPs submitted to vendors may also be modified by the City after being issued but before the final date for submission. When modifications are required, addenda shall be mailed and/or faxed to all vendors receiving bid or proposal packets. The modification notification should state whether the bid opening date is or is not extended. The bid opening date may be extended if notification of the amendment will not give vendors ample time to respond to the modified request.

**7.7 Receiving the Bid or Proposal – Procedural Requirements**

Receiving competitive bids and proposals must be done properly in order to ensure that no possibility of favoritism or even the appearance of favoritism exists. Notice of the time and place at which the bids/proposals will be publicly opened must be published at least once a week for two consecutive weeks. The date of the first publication must be at least fifteen (15) days before the date of public opening.

- Each bid or proposal must be returned to the City Secretary's Office as designated in the invitation. Each proposal is to be in a separate envelope, sealed and with the bid or proposal identification number marked on the outside of the envelope. If more than one bid is to be submitted, vendors are required to use separate envelopes for each bid.

- The bid or proposal envelope must be clearly marked by the offeror with the date upon which it is submitted to the City and the City Secretary or their designee shall mark the date and time of receipt of by the City.

- The bid or proposal envelope should then be filed unopened together with the other bids or proposals for the same bid invitation until the time of the bid opening.

- Bids or proposals must be received by and opened on the date, hour and location as specified in the invitation/request. Vendors are invited and encouraged to attend the bid opening. Bid openings are considered open meetings and anyone can attend.

Three (3) City representatives (i.e. employee, City official, or professional staff) must

be present at all bid openings.

- All bids and proposals must be sealed with the identification number clearly marked on the outside of the envelope. One bid or proposal may be submitted per envelope. Opened bids shall be kept on file and available for inspection.

### 7.8 Disqualified Bids

The following are grounds for disqualifying a submitted bid and shall be discretionary with the City except where specifically identified as an automatic disqualification:

- Incomplete bids/proposals may be considered non-responsive. Such bids/proposals may be considered for award if the non-responsiveness is due to a non-material omission. (i.e. the omission does not affect price, quality, quantity, delivery or other material contractual conditions).

- Unsigned bids/proposals, or bids/proposals with unauthorized signatures.

- Bids or proposals received after the date and time for opening. **Late bids/proposals are not considered for award of the purchase, will not be opened, and will be returned to the submitting bidder/proposer.**

- Bids/proposals where prices are conditional on award of another bid, or when prices are subject to unlimited escalation. If allowed by the specification, prices may be subject to escalation based on an independent wholesale index.

### 7.9 Correction or Withdrawal of a Bid

Bids may not be altered or amended after the submission deadline. A non-material omission or error may be waived at the discretion of the City Manager or City Council if:

- The omission or error relates to a matter of form, not substance; and

- Does not otherwise prejudice the other bidders/offerors.

Any alteration or change made to a bid or offer prior to opening must be initialed by the authorized signatory of the bidder guaranteeing authenticity. Mathematical errors may not be corrected. In the event of a conflict between a unit price for an item(s) and the total price for such item(s), the City reserves the right to resolve the conflict by accepting the lowest price.

## SECTION 8.0: EVALUATING COMPETITIVE BIDS

### 8.1 General

The Finance Director or their designee will provide tabulations, calculation checks, price extension and information about compliance with specifications to the RFB/RFP.

### 8.2 Tabulating the Results

When bids or proposals are opened, the results are tabulated by the Finance Director or their designee for easy reference. The following information is included in the bid analysis:

- All calculations and sums are double checked for accuracy.
- Unit prices are extended to a total price for the requested quantity.
- The bid or proposal is verified to determine if all requirements listed meet specifications. All areas where the bid/proposals fail to meet conditions included in the specifications and whether any failures disqualify the bid/proposal are listed. Any modifications to the specifications submitted by the vendor are so noted.
- All required samples to be included, if applicable, are verified by the Department.
- Samples of the desired product, if required, are tested and results of the test noted by the Department.

### 8.3 Basis for Purchase Decision

The evaluation and recommendation includes whether or not the vendor has submitted a responsive bid or proposal (one that meets all criteria of the RFB/RFP). Additionally, information on the vendor's record of being a responsible bidder (one who has proven capable of performing a contract and/or appears financially and technically capable of adequately performing this contract) is included. If the bidder's safety record is to be considered, the evaluation states if the bidder has an acceptable record, and if not, the identifiable factors that were not satisfactory as required by the written definition and criteria for accurately determining the safety record of a bidder and the City has complied with all other requirements of §252.0435 of the Texas Local Government Code, as amended.

## SECTION 9.0: AWARDING THE BID

### 9.1 Policy

The City awards bids to the vendor who meets the requirements set forth in the bid documents who offers the lowest cost or the vendor who provides goods or services at the best value for the City pursuant to the criteria set forth in Section 252.043 of the Texas Local Government Code, as amended. If staff recommends award of a bid to a vendor who is not the lowest responsible bidder, justification for the vendor selection must be documented. In the event that no bid is deemed satisfactory, the City may declare that all bids are unacceptable.

### 9.2 Disqualification of a Bidder

If a bidder has provided unsatisfactory service or products to the City in the past, those experiences are to be thoroughly documented in order to support any later disqualifications.

A vendor who fails to provide satisfactory products, goods or services or who has breached, terminated or been terminated from a contract with the City in the past will be removed from the Approved Vendors List for future bidding opportunities and may be disqualified from bidding on future projects.

## SECTION 10.0: PROTESTING A BID

Upon selection of an offeror or bidder, all competitors must be notified in writing of the procurement results and advised of their right to appeal the decision by the Department. A protest must be submitted to City Manager within seven (7) calendar days of the date upon which the City's written notice of procurement results is made. All such protests will be reviewed by the City Manager who will issue a written decision regarding the protest. An appeal from the decision of the City Manager or designee may be made to City Council and shall be placed on the Council agenda on the first available date for which notice and publication requirements may be met after a written notice of appeal is received by the City Secretary. A decision by the Council is final.

## SECTION 11.0: PROCUREMENT SPECIFICATIONS

A specification is a concise description of goods or services the City seeks to buy, and the requirements the vendor must meet in order to be considered for the award. A specification may include requirements for testing, inspection or preparing an item for delivery, or preparing or installing it for use. The specification is the total description of the purchase. A good specification has four characteristics:

- **It sets the minimum acceptability of the good or service**. The term minimum acceptability is key, since the vendor must know the minimum standard to determine what to provide. Setting too high a standard means tax dollars will be wasted, while setting too low a standard means the good or service will not meet the expectations of the user.

- **It should promote competitive bidding**. The maximum number of responsible vendors should be able to bid to the specifications. Restrictive specifications decrease competition.

- **It should contain provisions for reasonable tests and inspections for acceptability of the good or service.** The methods and timing of testing and inspecting must be indicated in the specification. Tests should refer to nationally recognized practices and standards, whenever possible.

- **It should provide for an equitable award to the lowest responsible bidder**. The buyer obtains goods or services that will perform to expectations, and the vendor is able to provide the goods or services at an equitable price.

## SECTION 12.0: MODIFICATION AND TERMINATION OF CONTRACTS

### 12.1 Change Orders and Approval Policy

All modifications or changes to a contract must be in writing. The City Manager or designee may approve a modification or change order that increases or decreases a contract by the lesser of ~~$50,000~~100,000 or by the amount that is less than 25% of the original contract price. The City Council must approve modifications or change orders greater of ~~$50,000~~100,000 or by the amount that is less than 25% of the original contract price. The original contract price of a competitively bid contract is not to be increased by more than 25%. Additionally, funding must be available to cover the cost of the price increase. The original contract price may not be decreased by more than 25% without the consent of the contractor and approval of the City Manager.

A contract awarded by the City Council may only be terminated upon the approval of such termination by City Council.

### 12.2 Requirement to Re-bid

In the event that a change order exceeds 25% and $100,000 of the contract price, a new bid must be solicited using the same bidding procedures as noted in **Section 6.0**. A new bid solicitation is to be issued if the procurement of supplies, equipment or services is materially different from that

specified in the previous bid process regardless of the percentage ~~in~~ increase in the contract price.

**SECTION 13.0: DELIVERY OF GOODS**

Once goods are delivered to the City's offices, receipt of delivery is noted by signature of the receiving department or the receptionist in the Administration Building. If the receptionist receives goods, he/she will notify the department to which the goods belong._

The person receiving the goods should make every effort to inspect the goods prior to signing the delivery ticket. If visible damage to a container being delivered is detected, it should be noted on the delivery ticket. Although damage to the contents of the package may not be seen, making this notation on the delivery ticket could make filing a claim easier if in fact the contents are damaged. Sometimes, damage to goods is concealed in packaging and the receiving party has no way of knowing of the damage.

**SECTION 14.0: DISPOSAL OF SURPLUS PROPERTY**

Annually, all departments shall review their assets and determine which items are no longer needed. A list of Surplus Property~~surplus~~, obsolete or unused supplies, materials or equipment, including description, make, model, and serial numbers should be forwarded to the ~~Mayor.~~City Manager or their designee. The City Manager is authorized to dispose of vehicles and equipment that have reached the end of their useful lives (see Section 4.1) ~~Upon review and approval by Mayor or h i s / her designee, the items on the department's lists may be transferred to other departments or sold through public auction.~~ .__A copy of the items sold including amounts, names, and addresses will be provided to the Finance Department so that it can be removed from asset lists and insurance.

**SECTION 15.0: NO WAIVER**

No provision of these procurement policies and procedures is intended to waive nor do they waive the City's sovereign immunities from suit and/or liability.

## SECTION 16. LEVELS OF APPROVAL

Except as otherwise outlined above, the following Staff members may authorize expenditures for goods and services that have been identified and approved as an appropriated expenditure in the budget by the City Council in the amounts set forth below; provided however, only the City Manager shall have authority to execute contracts on behalf of the City.

| | |
|---|---|
| First Line Supervisor with purchasing authority | $0 - $3,000 |
| Department Head | $0 - $10,000 |
| Finance Director | $0 - $50,000 |
| Assistant City Manager | $0 - $50,000 |
| City Manager | $0 - $100,000 |

These guidelines are for goods and services not expressly identified in the budget; No limitation for good and services expressly identified in the budget as an approved expenditure.

The Procurement Card Program is designed to streamline and create efficiencies within the purchasing process for small dollar purchases as well as travel related expenses. The Program is intended to give authorized City employees the power to procure City related business goods or services directly from vendors while at the same time reducing the time and effort normally associated with ordering and paying for these types of purchases. Cardholders are expected to comply with the policies and procedures contained in this chapter and with the City Purchasing Policy.

## 1.01 Eligible Employees

Department Directors may recommend full-time employees, whose responsibilities include purchasing business related goods and services, to receive a procurement card. An individual will only receive the card after completing the application form and signing a Cardholder Agreement Form. ***Temporary employees are not eligible.***

The card is issued to one employee only. Authorization to use this card is restricted to the employee whose name is embossed on the card. As a cardholder, the employee is responsible for the appropriate use of City funds.

Although the card is issued to the employee, it remains City property and may be rescinded and required to be surrendered at any time. The employee should use the card only for the types of purchases described in this guide and approved by his or her supervisor.

## 1.02 Card Limits

Spending limits should be commensurate with the cardholder needs. The transaction limits and monthly credit card limits are dependent upon the requirements of the Cardholder position and function. Limits vary according to levels or budget authority discretion of the Director and type of purchases required by the job.

Currently the City offers three levels for procurement card limits:

| Position | Monthly Credit | Single Transaction |
|---|---|---|
| Supervisor/Cardholder | $5,000 | $2,000 |
| Department Head | $5,000 | $2,000 |
| City Manager | $10,000 | $2,000 |

The City Manager or designee may authorize exceptions to the monthly credit card limit and/or single transaction limits when in the City's best interest.

## 1.03 Program Administrator Responsibilities

The City has appointed Program Administrator(s) (PAs) who serves as the liaison between the cardholders and the bank. Additionally, the PA's responsibilities include:

- Establish Cardholder accounts and authorization controls;
- Provide instructions, training and assistance to cardholders

Cardholders and approvers:

- Maintain proper documentation and storage of imaged receipts, logs and approvals;
- Authorize payment to credit card company in accordance with City policies, procedures, and the Prompt Payment Act;
- Immediately notify the City Manager or designee of any suspected abuse, fraudulent activity, or errors/discrepancies.

## 1.04 Supervisor Responsibilities

The cardholder's supervisor, manager, or executive officer is responsible for approving transactions and verifying that related receipts and documentation are submitted. The supervisor is responsible for obtaining the card from cardholders upon their exit from the City (resignation or termination) and returning the card to a PA.

## 1.05 Cardholder Responsibilities

The employee promises to comply with the Program rules and regulations by signing The City of Aubrey Procurement Card Cardholder Agreement. Additionally, the cardholder is responsible for:

- Upon receipt of the card, contact the card issuer and activate the card;
- Hold and secure the card;
- Order materials and services as needed by the department;
- Ensure sales tax is not charged;
- Receive and inspect all ordered materials for discrepancies (resolving discrepancies directly with the vendor first);
- For each transaction made, indicate the account code that will be used to pay for the purchase;
- Save all sale receipts;
- Use the card for City related business only in accordance with city state and federal policies procedures and laws;
- Immediately report any fraudulent use as well as lost or stolen cards to the card issuer and the City's PA.

## 1.06 Using the Card

The procurement card is a supplement to the purchasing process. Use of the card is not intended to replace effective procurement planning which enables volume discounts nor is it intended to

preempt City policies and procedures or State law. The procurement card is intended for approved purchases that benefit the City of Aubrey. Examples of the type of purchases where the procurement card should be used include:

- Maintenance, repair and operational supplies;
- Subscriptions, books;
- Seminars, training, memberships, registration;
- Travel expenses and meals;
- Some services purchased on an irregular or non- routine basis (contract purchasing);
- Office and food supplies

Purchases **shall not be split** to circumvent accounting and procurement regulations. Charging personal expenses, even if the intent is to reimburse the City later, is prohibited. Procurement cards shall not be used for:

- Cash advances and/or cash refunds;
- Alcoholic beverages
- Charitable civic political or religious organizations;
- Court costs and fines;
- Capital equipment unless approved by Accounting;
- Separate, sequential or component purchases;
- Items for which the City has established annual purchasing agreements.

When placing an order the employee should provide the vendor with the following information:

- Identify himself or 'herself as a City employee;
- Provide the City tax exemption number;
- Indicate that it is a procurement card purchase;
- Provide the cardholder name;
- Individual cards (swiped/tapped) are the preferred method of presentation;
- Expiration date of card;
- Description of goods or services to be ordered;
- Complete delivery address including building and room number, if applicable;
- Billing information, if requested, is:
    - 107 S. Main Street
    - Aubrey, TX 76227
- Any other information necessary to make the purchase successfully.

## 1.07 Transaction Reconciliation

With the authority to purchase specific goods and services comes the responsibility to maintain adequate documentation at the source of the transaction. An **itemized** sales receipt should be retained showing the cardholder purchases. In circumstances where receipt is unavailable and duplicate receipt cannot be obtained, cardholder must fill out a Missing Receipt Form with transaction details and signed approval from their supervisor.

Transactions must be reviewed monthly, edited, approved, and all invoices, receipts, or other documentation including travel expense reports must be attached to the transaction report and presented to PA.

The end-of-month reconciliation may be abbreviated due to the timing of the issuer's billing cycle. The deadline for processing transactions occur at the end of each calendar month.

## 1.08 Sales Tax

The City of Aubrey is tax-exempt. The City's tax-exempt number is 75-1235137. The cardholder is responsible for ensuring compliance and will be held responsible for ensuring credit for any tax erroneously applied. When traveling, hotel charges food charges and fuel charges will most likely be taxed. For taxes charged for reasons other than when traveling, the employee will be responsible for contacting the business to have the taxes refunded. If the employee is unable to have the taxes refunded, the employee may be responsible for reimbursing the City for the charged taxes.

## 1.09 Discrepancies and Dispute Procedures

The cardholder is responsible for following up with a vendor for any erroneous charges, disputed items, or returns. A cardholder may dispute a charge that appears on their account. Disputed charges can result from failure to receive goods or services, fraud or misuse, altered charges, defective merchandise, incorrect amounts, duplicate charges, credits not processed, etc. **The cardholder should contact the vendor first to resolve any outstanding issues.**

If the cardholder is unable to reach an agreement with vendor, they should initiate an online dispute or contact the bank by calling the number on the back of the card. The cardholder's next statement will be reduced by the amount of the disputed charge until the issue is resolved.

In the event of an audit the cardholder must prove that a dispute is in process. In addition to contacting the bank, the cardholder should also notify a Program Administrator.

## 1.10 Lost or Stolen Procurement Cards

It is the responsibility of the cardholder to immediately report a lost or stolen procurement card to the card issuer and Program Administrator. If needed, Program Administrator may assist the employee with reporting the lost/stolen card and deactivating the card.
Fraudulent transactions that may occur before the card is canceled will be disputed.

The City is responsible for all transactions until the card is reported lost or stolen. Unauthorized use of the card may be reported to the Aubrey Police Department if criminal activity is suspected. ***The employee's quick response will reduce the risk of fraud.***

## 1.11 Canceling Procurement Cards

An employee's supervisor may cancel a card for any employee at any time for any reason by notifying a Program Administrator. A supervisor is responsible for notifying a PA cutting the card in half and delivering the canceled card(s) to a PA.

## 1.12 Renewal of Existing Procurement Cards

Renewed procurement card(s) are sent automatically to Accounting 30 days prior to the expiration date of the card. Accounting will notify the appropriate individuals when cards are available to be picked up.

## 1.13 Misuse of the Procurement Card

The procurement card represents the City's trust in the employee and their empowerment as a responsible employee of the City of Aubrey to safeguard and protect its assets. As a cardholder, each employee assumes the responsibility for the protection and proper use of the procurement card including timely reconciliation.

Cardholders suspected of fraud, theft, or misuse will have their card(s) suspended or terminated. Further appropriate disciplinary actions will be taken against the employee at the department directors' discretion. Depending on the severity of the misuse, legal action or criminal prosecution may also be pursued.

**Personal Misuse**

The following situations are a few examples of personal misuse of the procurement card:

- Purchases using the card for the sole benefit of the employee or the employee's family or friends;
- Purchases of clothing, food or entertainment not authorized by the employee's department;
- Assignment, transfer, or loaning of an individual card to an unauthorized person;

**Administrative Misuse**

The following situations are a few examples of administrative misuse of a procurement card:

- Lack of proper documentation, i.e. itemized receipts for each transaction;
- Lack of proper and timely reconciliation of individual cardholder account;
- Lack of properly safeguarding the card (repetitive lost cards);
- Card use in direct violation of the Purchasing Policies and Procedures (i.e. split transactions to circumvent the single transaction limit; multiple transactions to circumvent the bidding process

## 1.14 Records Management

Procurement card receipts and all related documentation supporting a procurement card purchase is considered an accounts payable transaction and should be maintained in accordance with established guidelines and policies for such documents.

## 1.15 Council Travel Reimbursement

City Council members shall be reimbursed for actual travel expenses and mileage incurred while performing City duties, including attendance at conferences, training sessions, and events as approved in the annual General Fud budget.

Reimbursements shall be made din accordance with applicable City travel and purchasing procedures and all expenses must be properly documented and submitted in accordance with Finance Department requirements.

**CITY OF AUBREY**

**ACKNOWLEDGEMENT OF RECEIPT**

**CARDHOLDER PURCHASING CARD AGREEMENT**

I, _____acknowledge that I have received the City of Aubrey Procurement Card Policy. I agree to follow the procedures as outlined in the Procurement Card Policy, not to exceed the departmental delegated authority and sign the Cardholder Purchasing Card Agreement before a Purchasing Card will be issued. Upon issuance of the card, I understand that the improper use of this card may result in disciplinary action, up to and including termination of my employment.

_____ _____

EMPLOYEE SIGNATURE DATE

_____ _____

CITY MANAGER SIGNATURE DATE

Appendix A-1

**City Council Meeting**
**Staff Report**
**October 23, 2025**

**Agenda Item**
Approve Resolution 1028-25 ratifying the City Manager's determination of SSD International/Shoot Straight Inc., as a sole source vendor for Hornady ammunition purchases for the Police Department.

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

**Summary**
Previously, the Police Department had purchased Hornady ammunition from Galls. The Department was informed that Galls is no longer an authorized Hornady dealer. Hornady provided the new authorized dealer for their ammunition, and it is SSD International/Shoot Straight Inc., located at 1349 South Orange Blossom Trail, Apopka, Florida. This vendor is the only authorized retailer in our territory.

**Financial Summary**
None

**Staff Recommended Action**
Approve

**Staff Recommended Motion**

**CITY OF AUBREY, TEXAS**
**RESOLUTION NO. 1028-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, AUTHORIZING A SOLE SOURCE PURCHASE OF HORNADY DUTY AMMUNITION FROM SSD INTERNATIONAL/SHOOT STRAIGHT INC.; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Aubrey Police Department requires Hornady brand duty ammunition for use by its sworn officers in the performance of official law enforcement duties; and

**WHEREAS,** pursuant to Section 5.7 of the City of Aubrey Procurement Policy, the Police Department has provided a written justification for a sole source purchase and submitted it to the City Manager for review and concurrence; and

**WHEREAS,** GT Distributors, the previous authorized state contract vendor for Hornady ammunition, is no longer a distributor for Hornady products; and

**WHEREAS,** Hornady Manufacturing Company has provided written certification dated March 18, 2025, identifying SSD International/Shoot Straight Inc., located at 1349 South Orange Blossom Trail, Apopka, Florida, as the sole source authorized distributor of Hornady Law Enforcement products for the states of Florida, Texas, and Oklahoma; and

**WHEREAS,** the City Council finds that no other vendors are authorized to sell or distribute Hornady Law Enforcement ammunition within Texas, thereby establishing SSD International/Shoot Straight Inc. as a sole source supplier for this product.

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

**SECTION 1.** That the findings set forth in the recitals above are hereby found to be true and correct and are adopted as part of this Resolution.

**SECTION 2.** That the City Council hereby approves a sole source purchase from SSD International/Shoot Straight Inc. for Hornady Law Enforcement ammunition in accordance with Section 5.7 of the City's Procurement Policy and authorizes the City Manager, or designee, to execute all necessary documents to complete the purchase.

**SECTION 3.** That the City Secretary shall retain this Resolution and all supporting documentation, including the Hornady Sole Source Certification Letter, as part of the City's official procurement record.

**SECTION 4.** That this Resolution shall become effective immediately upon its passage and approval.

**PASSED AND APPROVED** this 23rd day of October, 2025, by the City Council of the City of Aubrey, Texas.

_____
Chris Rich, Mayor

ATTEST:

_____
Jenny Hicks, City Secretary

AUBREY 1867 TEXAS

Police Department

To: Richard Brooks, Chief of Police

From: Jeremy Johnson, Assistant Chief of Police

Date: October 14, 2025

Ref: Hornady Sole Source

Per Aubrey Procurement Policy 5.0: Methods of Procurement section 5.7 Sole Source Purchases I am submitting this memo requesting to purchase Hornady brand duty ammunition from SSD International located at 1349 South Orange Blossom Trail Apopka, FL 32703.

In previous years we purchased our Hornady duty ammunition from GT Distributors at state contract pricing. I was informed earlier this month that GT Distributors is no longer a distributor for Hornady. After contacting Hornady we learned SSD is the approved distributor for our region.

I received a Sole Source of Supply memo from Hornady Manufacturing referencing SSD/Shoot Straight Inc as the sole source authorized distributor of Hornady Law Enforcement products throughout Florida, Texas and Oklahoma. That memo is attached.

Respectfully submitted,

Jeremy B Johnson
Assistant Chief of Police

I Agree
10-14-25

I concur

108 E. Elm St. Aubrey, TX 76227
Office: (940) 365-2601
pd@aubreytx.gov

March 18, 2025

Hornady Manufacturing
3625 West Old Potash Hwy
Grand Island, NE 68803

RE: 2025 Sole Source of Supply – State of Florida, State of Texas, and State of Oklahoma

To whom it may concern:

Thank you for your interest in Hornady Law Enforcement/Military ammunition. This letter is to certify that SSD International/Shoot Straight Inc. is the sole source authorized distributor of Hornady Law Enforcement products throughout Florida, Texas, and Oklahoma. Any questions regarding ammunition, contracts, pricing, or bidding details therein can be directed to Chris Akkawi or another representative of SSD International/Shoot Straight Inc., 1349 S Orange Blossom Trail, Apopka. FL 32703.

This letter also certifies that the ammunition supplied by Hornady Manufacturing Co. is warrantied against defects in components and workmanship for a period of ten (10) years provided it is maintained in a cool and dry environment free from any chemical exposure, whether it be liquids or airborne pollutants.

Hornady Manufacturing would like to thank you for your business, and we look forward to continuing our partnership with your agency, serving as your ammunition supplier for 2025 and beyond.

Sincerely,

Jason Hornady
Vice President

**City Council Meeting**
**Staff Report**
**October 23, 2025**

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**Agenda Item**
Conduct the second public hearing in accordance with Texas Local Government Code Section 43.063(a) and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of a ±10.58-acre tract of land known as a portion of FM 2931 from the existing Aubrey City Limits line to Blackjack Road, being legally described as being a part of the F. H. Pollard Survey, Abstract No. 995, the F. Trevino Survey, Abstract No. 1243, the J. Ryan Survey, Abstract No. 1069, and the T. Chambers Survey, Abstract No. 223, and an existing variable width right-of-way, Denton County, Texas.

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

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**Summary**
This is the second public hearing for the annexation of a portion of FM 428 (Sherman Drive) generally located in front of the McNabb Middle school. Ordinance for final action will be presented at the November regularly meeting.

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**Financial Summary**

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**Staff Recommended Action**

**Staff Recommended Motion**
No motion.

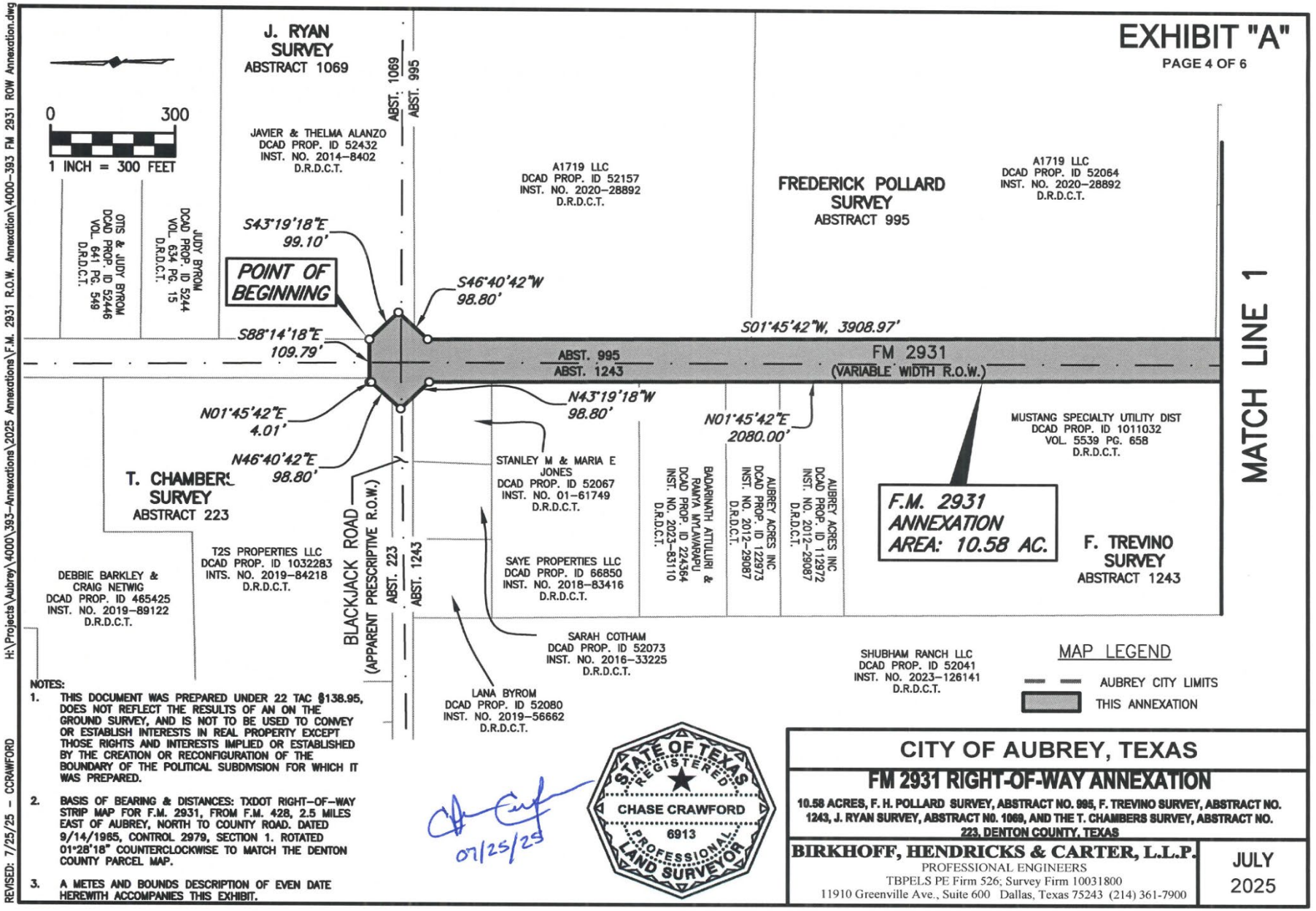
EXHIBIT "A"
PAGE 4 OF 6
0
300
1 INCH = 300 FEET
J. RYAN SURVEY
ABSTRACT 1069
ABST. 1069
ABST. 995
JAVIER & THELMA ALANZO
DCAD PROP. ID 52432
INST. NO. 2014-8402
D.R.D.C.T.
A1719 LLC
DCAD PROP. ID 52157
INST. NO. 2020-28892
D.R.D.C.T.
FREDERICK POLLARD SURVEY
ABSTRACT 995
A1719 LLC
DCAD PROP. ID 52064
INST. NO. 2020-28892
D.R.D.C.T.
OTIS & JUDY BYROM
DCAD PROP. ID 52446
VOL. 641 PG. 549
D.R.D.C.T.
JUDY BYROM
DCAD PROP. ID 5244
VOL. 634 PG. 15
D.R.D.C.T.
S43°19'18"E
99.10'
POINT OF BEGINNING
S46°40'42"W
98.80'
S01°45'42"W, 3908.97'
S88°14'18"E
109.79'
ABST. 995
ABST. 1243
FM 2931
(VARIABLE WIDTH R.O.W.)
MATCH LINE 1
N43°19'18"W
98.80'
N01°45'42"E
2080.00'
N01°45'42"E
4.01'
N46°40'42"E
98.80'
MUSTANG SPECIALTY UTILITY DIST
DCAD PROP. ID 1011032
VOL. 5539 PG. 658
D.R.D.C.T.
F.M. 2931
ANNEXATION
AREA: 10.58 AC.
T. CHAMBERS SURVEY
ABSTRACT 223
STANLEY M & MARIA E JONES
DCAD PROP. ID 52067
INST. NO. 01-61749
D.R.D.C.T.
BADARINATH ATTULURI & RAMYA MYLAVARAPU
DCAD PROP. ID 224364
INST. NO. 2023-83110
D.R.D.C.T.
AUBREY ACRES INC
DCAD PROP. ID 122973
INST. NO. 2012-29087
D.R.D.C.T.
AUBREY ACRES INC
DCAD PROP. ID 112972
INST. NO. 2012-29087
D.R.D.C.T.
F. TREVINO SURVEY
ABSTRACT 1243
BLACKJACK ROAD
(APPARENT PRESCRIPTIVE R.O.W.)
ABST. 223
ABST. 1243
T2S PROPERTIES LLC
DCAD PROP. ID 1032283
INTS. NO. 2019-84218
D.R.D.C.T.
SAYE PROPERTIES LLC
DCAD PROP. ID 66850
INST. NO. 2018-83416
D.R.D.C.T.
DEBBIE BARKLEY & CRAIG NETWIG
DCAD PROP. ID 465425
INST. NO. 2019-89122
D.R.D.C.T.
SARAH COTHAM
DCAD PROP. ID 52073
INST. NO. 2016-33225
D.R.D.C.T.
SHUBHAM RANCH LLC
DCAD PROP. ID 52041
INST. NO. 2023-126141
D.R.D.C.T.
LANA BYROM
DCAD PROP. ID 52080
INST. NO. 2019-56662
D.R.D.C.T.
MAP LEGEND
AUBREY CITY LIMITS
THIS ANNEXATION
NOTES:
1. THIS DOCUMENT WAS PREPARED UNDER 22 TAC §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
2. BASIS OF BEARING & DISTANCES: TXDOT RIGHT-OF-WAY STRIP MAP FOR F.M. 2931, FROM F.M. 428, 2.5 MILES EAST OF AUBREY, NORTH TO COUNTY ROAD. DATED 9/14/1965, CONTROL 2979, SECTION 1. ROTATED 01°28'18" COUNTERCLOCKWISE TO MATCH THE DENTON COUNTY PARCEL MAP.
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS EXHIBIT.
STATE OF TEXAS
REGISTERED
CHASE CRAWFORD
6913
PROFESSIONAL
LAND SURVEYOR
07/25/25
CITY OF AUBREY, TEXAS
FM 2931 RIGHT-OF-WAY ANNEXATION
10.58 ACRES, F. H. POLLARD SURVEY, ABSTRACT NO. 995, F. TREVINO SURVEY, ABSTRACT NO. 1243, J. RYAN SURVEY, ABSTRACT NO. 1069, AND THE T. CHAMBERS SURVEY, ABSTRACT NO. 223, DENTON COUNTY, TEXAS
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE Firm 526; Survey Firm 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900
JULY
2025
H:\Projects\Aubrey\4000\393-Annexations\2025 Annexations\F.M. 2931 R.O.W. Annexation\4000-393 FM 2931 ROW Annexation.dwg
REVISED: 7/25/25 - CCRAWFORD

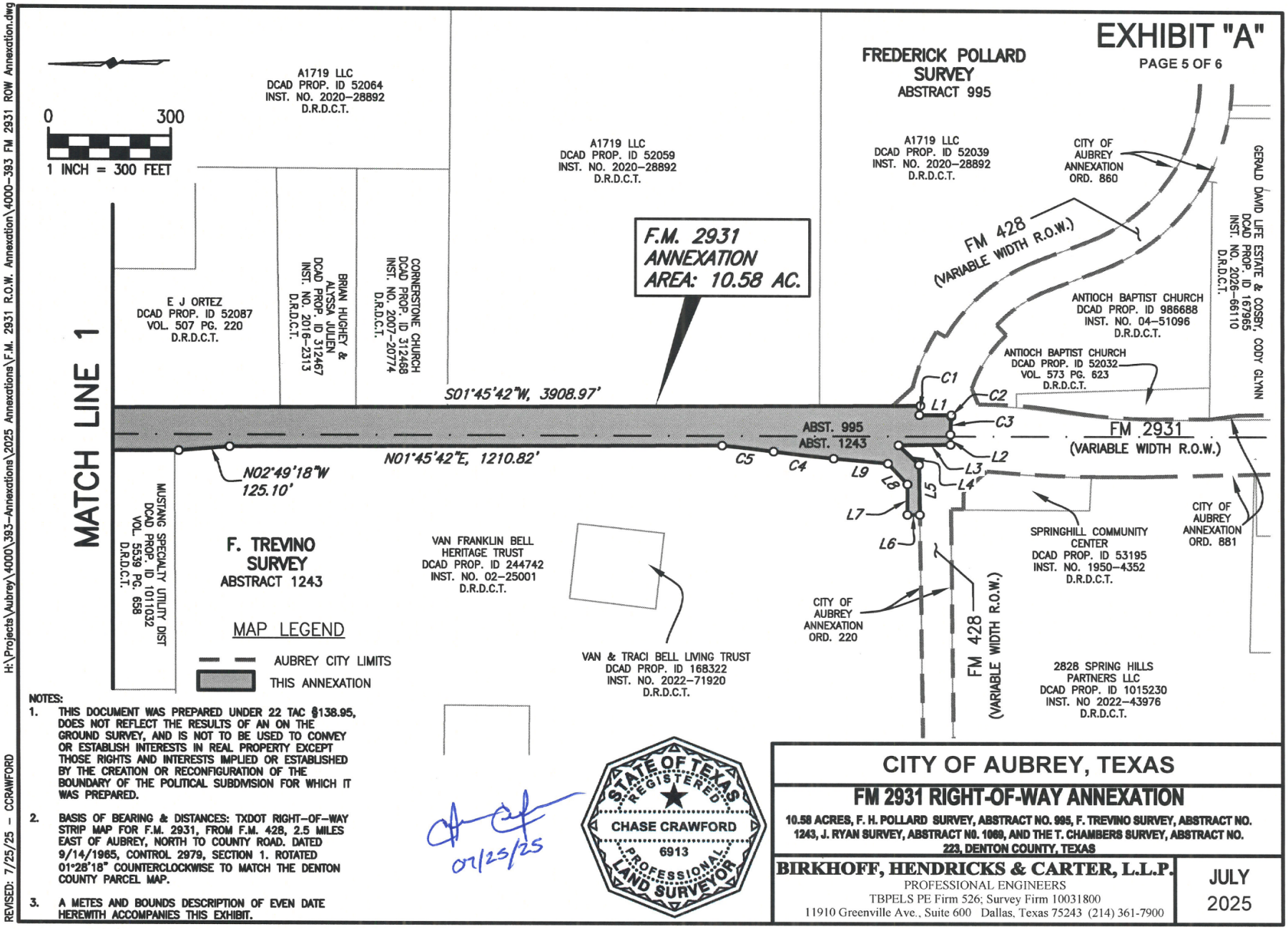
EXHIBIT "A"
PAGE 5 OF 6
0
300
1 INCH = 300 FEET
MATCH LINE 1
A1719 LLC
DCAD PROP. ID 52064
INST. NO. 2020-28892
D.R.D.C.T.
A1719 LLC
DCAD PROP. ID 52059
INST. NO. 2020-28892
D.R.D.C.T.
FREDERICK POLLARD
SURVEY
ABSTRACT 995
A1719 LLC
DCAD PROP. ID 52039
INST. NO. 2020-28892
D.R.D.C.T.
CITY OF
AUBREY
ANNEXATION
ORD. 860
F.M. 2931
ANNEXATION
AREA: 10.58 AC.
FM 428
(VARIABLE WIDTH R.O.W.)
GERALD DAVID LIFE ESTATE & COSBY CODY GLYNN
DCAD PROP. ID 167965
INST. NO. 2026-66110
D.R.D.C.T.
E J ORTEZ
DCAD PROP. ID 52087
VOL. 507 PG. 220
D.R.D.C.T.
BRIAN HUGHEY &
ALYSSA JULIEN
DCAD PROP. ID 312467
INST. NO. 2016-2313
D.R.D.C.T.
CORNERSTONE CHURCH
DCAD PROP. ID 312468
INST. NO. 2007-20774
D.R.D.C.T.
ANTIOCH BAPTIST CHURCH
DCAD PROP. ID 986688
INST. NO. 04-51096
D.R.D.C.T.
ANTIOCH BAPTIST CHURCH
DCAD PROP. ID 52032
VOL. 573 PG. 623
D.R.D.C.T.
S01°45'42"W, 3908.97'
ABST. 995
ABST. 1243
FM 2931
(VARIABLE WIDTH R.O.W.)
N01°45'42"E, 1210.82'
N02°49'18"W
125.10'
C1
C2
C3
C4
C5
L1
L2
L3
L4
L5
L6
L7
L8
L9
MUSTANG SPECIALTY UTILITY DIST
DCAD PROP. ID 1011032
VOL. 5539 PG. 658
D.R.D.C.T.
F. TREVINO
SURVEY
ABSTRACT 1243
VAN FRANKLIN BELL
HERITAGE TRUST
DCAD PROP. ID 244742
INST. NO. 02-25001
D.R.D.C.T.
SPRINGHILL COMMUNITY
CENTER
DCAD PROP. ID 53195
INST. NO. 1950-4352
D.R.D.C.T.
CITY OF
AUBREY
ANNEXATION
ORD. 881
CITY OF
AUBREY
ANNEXATION
ORD. 220
FM 428
(VARIABLE WIDTH R.O.W.)
MAP LEGEND
AUBREY CITY LIMITS
THIS ANNEXATION
VAN & TRACI BELL LIVING TRUST
DCAD PROP. ID 168322
INST. NO. 2022-71920
D.R.D.C.T.
2828 SPRING HILLS
PARTNERS LLC
DCAD PROP. ID 1015230
INST. NO 2022-43976
D.R.D.C.T.
NOTES:
1. THIS DOCUMENT WAS PREPARED UNDER 22 TAC §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDMISION FOR WHICH IT WAS PREPARED.
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STATE OF TEXAS
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CHASE CRAWFORD
6913
PROFESSIONAL
LAND SURVEYOR
07/25/25
CITY OF AUBREY, TEXAS
FM 2931 RIGHT-OF-WAY ANNEXATION
10.58 ACRES, F. H. POLLARD SURVEY, ABSTRACT NO. 995, F. TREVINO SURVEY, ABSTRACT NO. 1243, J. RYAN SURVEY, ABSTRACT NO. 1069, AND THE T. CHAMBERS SURVEY, ABSTRACT NO. 223, DENTON COUNTY, TEXAS
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE Firm 526; Survey Firm 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900
JULY
2025
REVISED: 7/25/25 - CCRAWFORD
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# EXHIBIT "A"



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REVISED: 7/25/25 - CCRAWFORD

**LINE TABLE**

| LINE # | DIRECTION | LENGTH |
|---|---|---|
| L1 | S02°00'13"W | 79.10' |
| L2 | N88°36'28"W | 25.91' |
| L3 | N01°23'32"E | 128.39' |
| L4 | S46°34'12"W | 71.42' |
| L5 | N88°37'18"W | 127.19' |
| L6 | N02°00'29"E | 30.40' |
| L7 | S87°59'31"E | 77.71' |
| L8 | N49°38'25"E | 71.43' |
| L9 | N07°16'21"E | 134.28' |

**CURVE DATA TABLE**

| CURVE # | RADIUS | CENTRAL ANGLE (Δ) | ARC LENGTH | CHORD BEARING | CHORD DISTANCE |
|---|---|---|---|---|---|
| C1 | 463.11' | 2°54'28" | 23.50' | N82°15'07"W | 23.50' |
| C2 | 56.58' | 3°26'25" | 3.40' | N81°18'11"W | 3.40' |
| C3 | 351.54' | 7°32'38" | 46.28' | N85°16'55"W | 46.25' |
| C4 | 3022.00' | 2°49'20" | 148.86' | N08°41'01"E | 148.84' |
| C5 | 2978.00' | 2°28'14" | 128.41' | N08°51'34"E | 128.40' |

NOTES:

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3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS EXHIBIT.

07/25/25

STATE OF TEXAS
REGISTERED
CHASE CRAWFORD
6913
PROFESSIONAL
LAND SURVEYOR

**CITY OF AUBREY, TEXAS**

**FM 2931 RIGHT-OF-WAY ANNEXATION**

10.58 ACRES, F. H. POLLARD SURVEY, ABSTRACT NO. 995, F. TREVINO SURVEY, ABSTRACT NO. 1243, J. RYAN SURVEY, ABSTRACT NO. 1069, AND THE T. CHAMBERS SURVEY, ABSTRACT NO. 223, DENTON COUNTY, TEXAS

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**
PROFESSIONAL ENGINEERS
TBPELS PE Firm 526; Survey Firm 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900

JULY
2025

**City Council Meeting**
**Staff Report**
**October 23, 2025**

**Agenda Item**
Conduct the second public hearing in accordance with Texas Local Government Code Section 43.063(a) and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of a ±5.481-acre tract of land known as a portion of FM 428 (West Sherman Drive), being legally described as being a part of the D. Cowen Survey, Abstract No. 0304 and J.M. Fisher Survey, Abstract No. 0432, and an existing 100-foot right-of-way, Denton County, Texas.

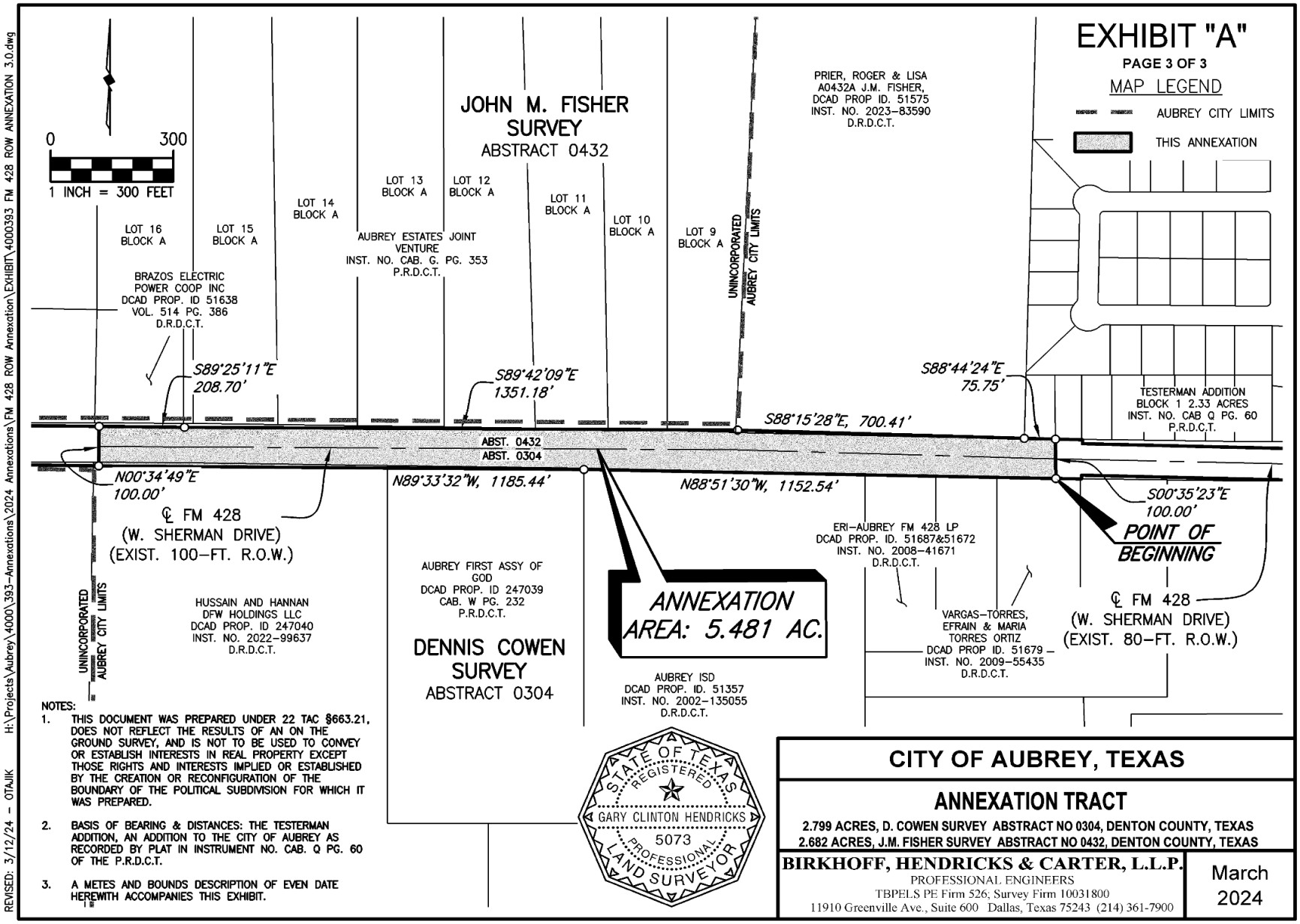
**Staff Contact**
Charles Kreidler, City Manager
kreidler@aubreytx.gov
940-440-9343

**Summary**
This is the second public hearing on the annexation of FM 2931 from Blackjack road, then south to FM 428 (Springhill Road). Ordinance for final action will be presented at the November regular meeting.

**Financial Summary**

**Staff Recommended Action**

**Staff Recommended Motion**

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**City Council Meeting**
**Staff Report**
**October 23, 2025**

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**Agenda Item**
Consideration and action on Resolution 1029-25 regarding the proposed annexation of a ±13.06-acre tract of land known as a portion of Blackjack Road, setting public hearings for November 12, 2025 and November 20, 2025 and authorizing the City Secretary to cause notice of said hearing; and authorizing staff to prepare a written services plan.

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

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**Summary**

This resolution proposes the annexation of approximately 13.06 acres of right-of-way known as a portion of Blackjack Road, extending from the east right-of-way line of U.S. Highway 377 to the west right-of-way line of Farm to Market Road 2931. The property is located within Aubrey's extraterritorial jurisdiction (ETJ) and consists primarily of prescriptive roadway right-of-way owned by Denton County, Texas.

This action initiates the formal annexation process as prescribed under Chapter 43 of the Texas Local Government Code. The resolution calls two public hearings to receive comments from the public and any affected service providers, directs publication and mailing of notices as required by law. Public Hearing dates will be November 12, 2025 @ 6:00 PM and November, 20, 2025 @ 6:30 PM at Aubrey Countil Chambers located @ 226 Countryside Drive

The annexation of this portion of Blackjack Road is intended to ensure continuity of city limits, facilitate future infrastructure maintenance and service delivery, and maintain consistent jurisdictional authority along the corridor.

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**Financial Summary**

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**Staff Recommended Action**
Approve

**Staff Recommended Motion**
Motion to (approve/Deny/Table) the Resolution. Set public hearings for November 12, 2025 at 6:00 PM and November 20, 2025 at 6:30 PM at the City Council Chambers, 226 Countryside Dr.

**RESOLUTION NO. 1029-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, SETTING PUBLIC HEARINGS FOR THE ANNEXATION OF A 13.06 ACRE TRACT OF LAND KNOWN AS A PORTION OF BLACKJACK ROAD, LEGALLY DESCRIBED AS BEING ALL OF THE PRESCRIPTIVE RIGHT-OF-WAY OF BLACKJACK ROAD, GENERALLY 30 FEET IN WIDTH ALONG THE EXISTING CITY LIMITS AND EXPANDING TO A TOTAL WIDTH OF 60 FEET AFTER DEPARTING THE EXISTING CITY LIMITS, BEGINNING AT EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 377 CONTINUING TO FM 2931, AS MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A", AND ANY ADDITIONAL ASSOCIATED RIGHT-OF-WAY; PROVIDING FOR THE INCORPORATION OF FINDINGS; SETTING PUBLIC HEARINGS FOR THE ANNEXATION; AUTHORIZING AND DIRECTING THE CITY SECRETARY TO HAVE NOTICES OF SUCH PUBLIC HEARING BE PROVIDED AS PRESCRIBED BY LAW; 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 property to be annexed is within the right-of-way of a county highway owned by Denton County, Texas; and

**WHEREAS,** the City Council directs publication, mailing, and distribution of notice(s) for public hearings, as required by Chapter 43 of the Texas Local Government Code, to consider the annexation of the area of land described and depicted, attached hereto as Exhibit "A" (the "Property"); and

**WHEREAS**, the City Council has determined that the Property to be annexed is located within the extraterritorial jurisdiction of the City; and

**WHEREAS**, the City Council has investigated into, has determined, and officially finds that no part of the Property is within the extraterritorial jurisdiction of any other incorporated city or town.

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

**Section 1. 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. Property Description.** The City Council directs that the following described Property be considered for annexation in the city limits of the City of Aubrey, Texas:

> **A ±13.06-acre tract of land known as a portion of Blackjack Road, being all of the prescriptive right-of-way of Blackjack Road (apparent prescriptive right-of-way), generally 30 feet in width along the existing City Limits of Aubrey, said 30 foot annexation limits being 30 feet north of the approximate centerline of said Blackjack Road, and expands to a total width of 60 feet after departing the existing City Limits of Aubrey, said 60 foot annexation limits being 30 feet north and south of the approximate centerline of said Blackjack Road, from the east right-of-way line of U.S. Highway 377 (variable width right-of-way), to the west right-of-way line of Farm to Market Road 2931 (F.M. 2931) (variable width right-of-way), located in the F. Trevino Survey, Abstract No. 1243, and the T. Chambers Survey, Abstract No. 223, Denton County, Texas.**

**Section 3. Calling of Public Hearings and Providing Notices.**

**A.** **Calling of Public Hearings**. The City Council hereby calls two public hearings about annexation of the Property, at which members of the public shall be given an opportunity to be heard at the following location and on the following dates and times:

**Aubrey City Council Chambers,**
**226 Countryside Drive, Aubrey, Texas 76227**
**November 12, 2025, at 6:00 p.m**.

and

**Aubrey City Council Chambers,**
**226 Countryside Drive, Aubrey, Texas 76227**
**November 20, 2025, at 6:00 p.m**.

**B.** **Notice of Public Hearings**. 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 ($20^{th}$) day but before the tenth ($10^{th}$) 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. 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 5. 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 6. 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 23rd day of October 2025.

_____
Chris Rich, Mayor

**ATTEST:**

_____
Jenny Hicks, City Secretary

# EXHIBIT "A"
# LEGAL DESCRIPTION AND DEPICTION OF PROPERTY



## EXHIBIT "A"
## METES AND BOUNDS DESCRIPTION
## FOR ANNEXATION INTO THE CITY LIMITS OF THE CITY OF AUBREY, TEXAS IN THE F. TREVINO SURVEY, ABSTRACT NO. 1243, AND THE T. CHAMBERS SURVEY, ABSTRACT NO. 223, DENTON COUNTY, TEXAS

Being a 13.06 acre tract of land, for annexation into the City Limits of the City of Aubrey, Texas, and being all of the prescriptive right-of-way of Blackjack Road (apparent prescriptive right-of-way), generally 30 feet in width along the existing City Limits of Aubrey, said 30 foot annexation limits being 30 feet north of the approximate centerline of said Blackjack Road, and expands to a total width of 60 feet after departing the existing City Limits of Aubrey, said 60 foot annexation limits being 30 feet north and south of the approximate centerline of said Blackjack Road, from the east right-of-way line of U.S. Highway 377 (variable width right-of-way), to the west right-of-way line of Farm to Market Road 2931 (F.M. 2931) (variable width right-of-way), located in the F. Trevino Survey, Abstract No. 1243, and the T. Chambers Survey, Abstract No. 223, Denton County, Texas, being more particularly described as follows:

BEGINNING at a point for corner, said point being on the existing City Limits of Aubrey, and on the east right-of-way line of said U.S. Highway 377, said point also being on the southwest corner of a called 42.10 acre tract of land conveyed to Venable Estate, LTD, by deed recorded in Instrument Number 2019-143834 of the Official Public Records of Denton County, Texas (O.P.R.D.C.T.);

THENCE, S80°19'52"E, departing the existing City limits of Aubrey, and being along the east right-of-way line of said U.S. Highway 377, and also being along the south line of said 42.10 acre Venable Estate tract, a distance of 32.22 feet to a point for corner;

THENCE, S25°38'02"W, departing the south line of said 42.10 acre Venable Estate tract, and being along the east right-of-way line of said U.S. Highway 377, a distance of 296.63 feet to a point for corner

THENCE, S31°31'08"E, continuing along the east right-of-way line of said U.S. Highway 377, a distance of 71.63 feet to a point for corner;

THENCE, S88°24'37"E, continuing along the east right-of-way line of said U.S. Highway 377, a distance of 45.49 feet to a point for corner, said point being on the west line of Lot 1, Block A, KD Barnes Addition, an addition to the City of Aubrey, by plat recorded in Instrument Number 2023-265 of the Plat Records of Denton County, Texas (P.R.D.C.T.);

THENCE, S00°54'51"W, continuing along the east right-of-way line of said U.S. Highway 377, and along the west line of said Lot 1, Block 1, a distance of 0.61 feet to a point for corner, said point being on the southwest corner of said Lot 1, Block 1, and also being on the north right-of-way line of said Blackjack Road;

THENCE, S87°12'49"E, along the south line of said Lot 1, Block 1, and along the north right-of-way line of said Blackjack Road, a distance of 1,099.73 feet to a point for corner, said point being on the southeast corner of said Lot 1, Block 1, and on the west line of a called 2.02 acre tract of land conveyed to Venable Estate, LTD, by deed recorded in Instrument Number 2019-143834 (O.P.R.D.C.T.);

THENCE, S01°20'56"W, along the west line of said 2.02 acre Venable Estate tract, a distance of 10.01 feet to a point for corner, said point being on the north prescriptive right-of-way line of said Blackjack Road;

THENCE, S88°09'46"E, departing the west line of said 2.02 acre Venable Estate tract, and being across said 2.02 acre Venable Estate tract, and also being along the north prescriptive right-of-way line of said Blackjack Road, a distance of 460.16 feet to a point for corner, said point being inside a called 60.499 acre tract of land conveyed to Big Barrels Ranch LLC, by deed recorded in Instrument Number 2021-17059 (O.P.R.D.C.T.);

**EXHIBIT "A"**
**METES AND BOUNDS DESCRIPTION**
**FOR ANNEXATION INTO THE CITY LIMITS OF THE CITY OF AUBREY, TEXAS**
**IN THE F. TREVINO SURVEY, ABSTRACT NO. 1243, AND THE**
**T. CHAMBERS SURVEY, ABSTRACT NO. 223, DENTON COUNTY, TEXAS**

THENCE, S89°14'48"E, being across said 60.499 acre Big Barrels Ranch tract, and along the north prescriptive right-of-way line of said Blackjack Road, a distance of 3,682.97 feet to a point for corner, said point being inside a 5.455 acre tract of land conveyed to TA 37 McNatt Outerloop LLC, by deed recorded in Instrument Number 2025-90236 (O.P.R.D.C.T.);

THENCE, S89°05'30"E, being across said 5.455 acre TA 37 McNatt Outerloop tract, and along the north prescriptive right-of-way line of said Blackjack Road, a distance of 2,079.42 feet to a point for corner, said point being inside a 14.98 acre tract of land conveyed to Harold Ray Newton, by deed recorded in Instrument Number 2016-50833 (O.P.R.D.C.T.);

THENCE, N89°46'50"E, being across said 14.98 acre Harold Ray Newton tract, and along the north prescriptive right-of-way line of said Blackjack Road, a distance of 1,041.20 feet to a point for corner, said point being on the common east line of a called 9.975 acre tract of land conveyed to East Blackjack Properties LLC, by deed recorded in Instrument Number 2024-119384 (O.P.R.D.C.T.), and the west line of a called 8.213 acre tract of land conveyed to East Blackjack Properties LLC, by deed recorded in Instrument Number 2024-119384 (O.P.R.D.C.T.);

THENCE, S88°50'00"E, departing the west line of said 8.213 acre East Blackjack Properties tract, and being across said 8.213 acre East Blackjack Properties tract, and along the north prescriptive right-of-way line of said Blackjack Road, a distance of 291.27 feet to a point for corner, said point being on the common east line of said 8.213 acre East Blackjack Properties tract, and on the west line of a called 30.116 acre tract of land conveyed to HMH Saratoga Land LLC, by deed recorded in Instrument Number 2023-123163 (O.P.R.D.C.T.);

THENCE, S88°40'50"E, departing the aforementioned common line and being across said 30.116 acre HMH Saratoga Land LLC tract, and along the north prescriptive right-of-way line of said Blackjack Road, a distance of 322.21 feet to a point for corner;

THENCE, S88°16'48"E, continuing across said 30.116 acre HMH Saratoga Land LLC tract, and being along the north prescriptive right-of-way line of said Blackjack Road, a distance of 1,073.83 feet to a point for corner, said point being inside a called 14.06 acre tract of land conveyed to 550 Belmont Development LP, by deed recorded in Instrument Number 2023-119064 (O.P.R.D.C.T.);

THENCE, S87°49'21"E, being across said 14.06 acre 550 Belmont Development LP tract, and being along the north prescriptive right-of-way line of said Blackjack Road, a distance of 1,582.61 feet to a point for corner, said point being on the southeast line of Lot 3-A-3, VR Estates, an addition to the City of Aubrey, by plat recorded in Instrument Number 2023-254 (O.P.R.D.C.T.), said point also being on the west right-of-way line of said F.M. 2931;

THENCE, S46°40'42"W, along the southeast line of said Lot 3-A-3, and also being along the west right-of-way line of said F.M. 2931, a distance of 42.06 feet to a point for corner, said point being in the approximate centerline of said Blackjack Road;

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**METES AND BOUNDS DESCRIPTION**
**FOR ANNEXATION INTO THE CITY LIMITS OF THE CITY OF AUBREY, TEXAS**
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**T. CHAMBERS SURVEY, ABSTRACT NO. 223, DENTON COUNTY, TEXAS**

THENCE, S43°19'18"E, departing the approximate centerline of said Blackjack Road, and being along the west right-of-way line of said F.M. 2931, a distance of 42.80 feet to a point for corner, said point being on the easterly line of a called 1.00 acre tract of land conveyed to Maria & Stanley Jones, by deed recorded in Instrument Number 2001-61749 (O.P.R.D.C.T.), said point also being on the south prescriptive right-of-way line of said Blackjack Road;

THENCE, N87°49'21"W, departing the west right-of-way line of said F.M. 2931, and the easterly line of said 1.00 acre Jones tract, and being along the south prescriptive right-of-way line of said Blackjack Road, a distance of 1,583.58 feet to a point for corner, said point being on the common northwest corner of Lot 1, Block A, Kline Addition, an addition to the City of Aubrey by plat recorded in Instrument Number 2023-226 (P.R.D.C.T.), and the northeast corner of Lot 2, Block A of said Kline Addition;

THENCE, N88°16'48"W, along the north line of said Lot 2, Block A, and along the south prescriptive right-of-way line of said Blackjack Road, a distance of 1,073.46 feet to a point for corner, said point being on the common west line of a called 22.241 acre tract of land conveyed to Golden Eagle Ranch LLC, by deed recorded in Instrument Number 2021-138523 (O.P.R.D.C.T.), and on the east line of a called 26.568 acre tract of land conveyed to GMR Estates, LLC by deed recorded in Instrument Number 2023-73803 (O.P.R.D.C.T.);

THENCE, N88°40'51"W, departing the aforementioned common line and being across said 26.568 acre GMR Estates tract, and being along the south prescriptive right-of-way line of said Blackjack Road, a distance of 321.64 feet to a point for corner;

THENCE, N88°50'00"W, being across said 26.568 acre GMR Estates tract, and being along the south prescriptive right-of-way line of said Blackjack Road, a distance of 290.87 feet to a point for corner, said point being inside a called 6.054 acre tract of land conveyed to 18 Blackjack LLC, by deed recorded in Instrument Number 2021-42217 (O.P.R.D.C.T.);

THENCE, S89°46'48"W, being across said 6.054 acre GMR Estates tract, and being along the south prescriptive right-of-way line of said Blackjack Road, a distance of 1,040.41 feet to a point for corner, said point being on the common west line of a called 10.00 acre tract of land conveyed to Eddie Leon & Judy Rosan Cranmore, by deed recorded in Instrument Number 2016-141189 (O.P.R.D.C.T.), and the east line of a called 42.11 acre tract of land conveyed to Judy & Eddie Cranmore, by deed recorded in Instrument Number 2019-42236 (O.P.R.D.C.T.);

THENCE, N89°05'31"W, departing the aforementioned common line and being across said 42.11 acre Cranmore tract, and being along the south prescriptive right-of-way line of said Blackjack Road, a distance of 2,079.15 feet to a point for corner, said point being on the common west line of a called 36.855 acre tract of land conveyed to Sharlotte & Joe T. Owens, by deed recorded in Instrument Number 2019-42238 (O.P.R.D.C.T.), and the west line of a called 14.975 acre tract of land conveyed to Pretium Capital LLC, by deed recorded in Instrument Number 2023-103341 (O.P.R.D.C.T.), said point also being on the existing City Limits of Aubrey;

THENCE, N01°07'33"W, departing the south prescriptive right-of-way line of said Blackjack Road, and being along the aforementioned common line, and along the existing City Limits of Aubrey, a distance of 30.02 feet to a point for corner, said point being in the approximate centerline of said Blackjack Road, and on the common northwest corner of said 36.855 acre Owens tract, and on the northeast corner of said 14.975 acre Pretium Capital tract;

**EXHIBIT "A"**
**METES AND BOUNDS DESCRIPTION**
**FOR ANNEXATION INTO THE CITY LIMITS OF THE CITY OF AUBREY, TEXAS**
**IN THE F. TREVINO SURVEY, ABSTRACT NO. 1243, AND THE**
**T. CHAMBERS SURVEY, ABSTRACT NO. 223, DENTON COUNTY, TEXAS**

THENCE, N89°14'48"W, along the north line of said 14.975 acre Pretium Capital tract, and also being along the approximate centerline of said Blackjack Road and along the existing City Limits of Aubrey, a distance of 3,683.26 feet to a point for corner, said point being on the common northwest corner of a called 357.561 acre tract of land conveyed to Aubrey Blackjack Partners LLC, by deed recorded in Instrument Number 2021-213816 (O.P.R.D.C.T.), and on the northeast corner of a called 65.626 acre tract of land conveyed to KL LB Buy 3, LLC, by deed recorded in Instrument Number 2024-66973 (O.P.R.D.C.T.);

THENCE, N88°09'46"W, along the north line of said 65.626 acre KL LB Buy 3 tract, and along the approximate centerline of said Blackjack Road, and along the existing City Limits of Aubrey, a distance of 460.19 feet to a point for corner, said point being on the north line of said 357.561 acre Aubrey Blackjack Partners tract;

THENCE, N87°12'48"W, along the north line of said 357.561 acre Aubrey Blackjack Partners tract, and along the approximate centerline of said Blackjack Road, and along the existing City Limits of Aubrey, a distance of 1,033.23 feet to a point for corner, said point being on the east right-of-way line of said U.S. Highway 377;

THENCE, N87°33'12"W, being across said U.S. Highway 377 right-of-way, and being along the existing City Limits of Aubrey, a distance of 194.83 feet to a point for corner;

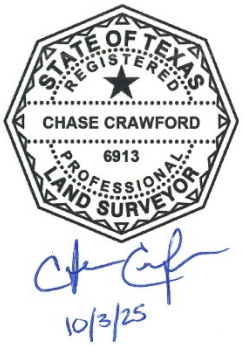
THENCE, N40°33'18"W, being across said U.S. Highway 377 right-of-way, and being along the existing City Limits of Aubrey, a distance of 30.05 feet to a point for corner;

THENCE, N25°01'17"E, continuing across said U.S. Highway 377 right-of-way and being along the existing City Limits of Aubrey, a distance of 383.89 feet to the POINT OF BEGINNING, said annexation tract containing 13.06 acres (568,995 square feet) of land, more or less.

Notes:

1. This document was prepared under 22 TAC § 138.95, and does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those right and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
2. Basis of Bearings & Distances: A 36.855 acre tract of land conveyed to Sharlotte & Joe T. Owens, by deed recorded in Instrument Number 2019-42238 (O.P.R.D.C.T.). Rotated 00°01'30" clockwise to match Denton County Parcel Map
3. A Plat of even date herewith accompanies this Metes and Bounds Description.

Chase Crawford, R.P.L.S.
Texas Registration No. 6913
Birkhoff, Hendricks & Carter, L.L.P.
TBPLS Firm No. 100318-00
11910 Greenville Ave., Suite 600
Dallas, Texas 75243



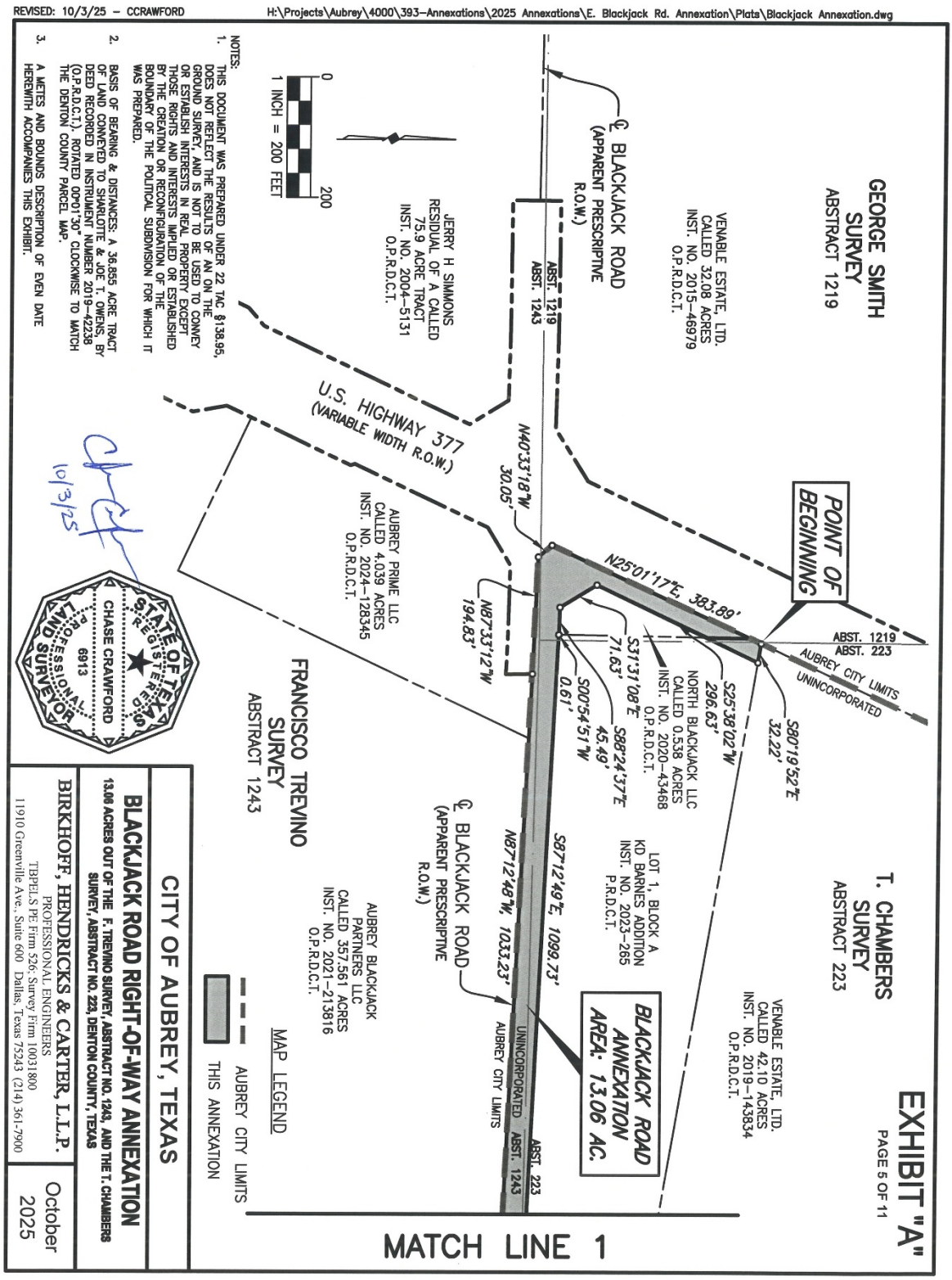

REVISED: 10/3/25 – CCRAWFORD
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EXHIBIT "A"
PAGE 5 OF 11
GEORGE SMITH SURVEY ABSTRACT 1219
T. CHAMBERS SURVEY ABSTRACT 223
FRANCISCO TREVINO SURVEY ABSTRACT 1243
VENABLE ESTATE, LTD. CALLED 32.08 ACRES INST. NO. 2015–46979 O.P.R.D.C.T.
VENABLE ESTATE, LTD. CALLED 42.10 ACRES INST. NO. 2019–143834 O.P.R.D.C.T.
℄ BLACKJACK ROAD (APPARENT PRESCRIPTIVE R.O.W.)
JERRY H SIMMONS RESIDUAL OF A CALLED 75.9 ACRE TRACT INST. NO. 2004–5131 O.P.R.D.C.T.
U.S. HIGHWAY 377 (VARIABLE WIDTH R.O.W.)
AUBREY PRIME LLC CALLED 4.039 ACRES INST. NO. 2024–128345 O.P.R.D.C.T.
NORTH BLACKJACK LLC CALLED 0.538 ACRES INST. NO. 2020–43468 O.P.R.D.C.T.
LOT 1, BLOCK A KD BARNES ADDITION INST. NO. 2023–265 P.R.D.C.T.
AUBREY BLACKJACK PARTNERS LLC CALLED 357.561 ACRES INST. NO. 2021–213816 O.P.R.D.C.T.
POINT OF BEGINNING
BLACKJACK ROAD ANNEXATION AREA: 13.06 AC.
ABST. 1219
ABST. 223
ABST. 1243
AUBREY CITY LIMITS
UNINCORPORATED
N40°33'18"W 30.05'
N87°33'12"W 194.83'
N25°01'17"E, 383.89'
S25°38'02"W 296.63'
S80°19'52"E 32.22'
S31°31'08"E 71.63'
S88°24'37"E 45.49'
S00°54'51"W 0.61'
S87°12'49"E, 1099.73'
N87°12'49"W, 1033.23'
0
200
1 INCH = 200 FEET
MATCH LINE 1
NOTES:
1. THIS DOCUMENT WAS PREPARED UNDER 22 TAC §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
2. BASIS OF BEARING & DISTANCES: A 36.855 ACRE TRACT OF LAND CONVEYED TO SHARLOTTE & JOE T. OWENS, BY DEED RECORDED IN INSTRUMENT NUMBER 2019–42238 (O.P.R.D.C.T.). ROTATED 00°01'30" CLOCKWISE TO MATCH THE DENTON COUNTY PARCEL MAP.
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS EXHIBIT.
10/3/25
STATE OF TEXAS REGISTERED
CHASE CRAWFORD
6913
PROFESSIONAL LAND SURVEYOR
MAP LEGEND
AUBREY CITY LIMITS
THIS ANNEXATION
CITY OF AUBREY, TEXAS
BLACKJACK ROAD RIGHT-OF-WAY ANNEXATION
13.06 ACRES OUT OF THE F. TREVINO SURVEY, ABSTRACT NO. 1243, AND THE T. CHAMBERS SURVEY, ABSTRACT NO. 223, DENTON COUNTY, TEXAS
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE Firm 526; Survey Firm 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900
October 2025

REVISED: 10/3/25 – CCRAWFORD H:\Projects\Aubrey\4000\393-Annexations\2025 Annexations\E. Blackjack Rd. Annexation\Plats\Blackjack Annexation.dwg

# EXHIBIT "A"

PAGE 6 OF 11

MATCH LINE 1

MATCH LINE 2

VENABLE ESTATE, LTD.
TRACT 1
CALLED 42.10 ACRES
INST. NO. 2019-143834
O.P.R.D.C.T.

VENABLE ESTATE, LTD.
TRACT 2
CALLED 2.02 ACRES
INST. NO. 2019-143834
O.P.R.D.C.T.

AUBREY BLACKJACK PARTNERS LLC
CALLED 357.561 ACRES
INST. NO. 2021-213816
O.P.R.D.C.T.

KL LB BUY 3, LLC
TRACT 1
CALLED 65.626 ACRES
INST. NO. 2024-66973
O.P.R.D.C.T.

BIG BARRELS RANCH LLC
INST. NO. 2021-17059
CALLED 60.499 ACRES
O.P.R.D.C.T.

AUBREY BLACKJACK PARTNERS LLC
CALLED 357.561 ACRES
INST. NO. 2021-213816
O.P.R.D.C.T.

T. CHAMBERS SURVEY
ABSTRACT 223

FRANCISCO TREVINO SURVEY
ABSTRACT 1243

BLACKJACK ROAD ANNEXATION
AREA: 13.06 AC.

S87°12'49"E 1099.73'

S01°20'56"W 10.01'

N87°12'48"W 1033.23'

N88°09'46"W, 460.19'

S88°09'46"E, 460.16'

S89°14'49"E, 3682.97'

N89°14'48"W, 3683.26'

ABST. 223

ABST. 1243

AUBREY CITY LIMITS

UNINCORPORATED

℄ BLACKJACK ROAD
(APPARENT PRESCRIPTIVE R.O.W.)

0 200
1 INCH = 200 FEET

MAP LEGEND

AUBREY CITY LIMITS

AUBREY CITY LIMITS
THIS ANNEXATION

NOTES:

1. THIS DOCUMENT WAS PREPARED UNDER 22 TAC §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
2. BASIS OF BEARING & DISTANCES: A 36.855 ACRE TRACT OF LAND CONVEYED TO SHARLOTTE & JOE T. OWENS, BY DEED RECORDED IN INSTRUMENT NUMBER 2019-42238 (O.P.R.D.C.T.), ROTATED 00°01'30" CLOCKWISE TO MATCH THE DENTON COUNTY PARCEL MAP.
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS EXHIBIT.

10/3/25

STATE OF TEXAS
REGISTERED
CHASE CRAWFORD
6913
PROFESSIONAL
LAND SURVEYOR

CITY OF AUBREY, TEXAS

**BLACKJACK ROAD RIGHT-OF-WAY ANNEXATION**

**13.06 ACRES OUT OF THE F. TREVINO SURVEY, ABSTRACT NO. 1243, AND THE T. CHAMBERS SURVEY, ABSTRACT NO. 223, DENTON COUNTY, TEXAS**

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE Firm 526, Survey Firm 100318-00
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900

October 2025

REVISED: 10/3/25 – CCRAWFORD
H:\Projects\Aubrey\4000\393–Annexations\2025 Annexations\E. Blackjack Rd. Annexation\Plats\Blackjack Annexation.dwg
MATCH LINE 2
MAP LEGEND
AUBREY CITY LIMITS
THIS ANNEXATION
CALVIN PAUL REDFEARN
CALLED 37.115 ACRES
INST. NO. 2014–99676
O.P.R.D.C.T.
T. CHAMBERS
SURVEY
ABSTRACT 223
GARY & DEBBIE CONWAY
CALLED 20.236 ACRES
INST. NO. 2019–158825
O.P.R.D.C.T.
ELEGANCE GROUP
INVESTMENT LLC
CALLED 44.77 ACRES
INST. NO. 2023–15021
O.P.R.D.C.T.
BLACKJACK ROAD
ANNEXATION
AREA: 13.06 AC.
0
200
1 INCH = 200 FEET
EXHIBIT "A"
PAGE 7 OF 11
FM LAND INVESTMENTS I, LLC.
CALLED 61.611 ACRES
INST. NO. 2021–31043
O.P.R.D.C.T.
UNINCORPORATED
AUBREY CITY LIMITS
ABST. 223
ABST. 1243
S89°14'48"E, 3682.97'
N89°14'48"W, 3683.26'
FM LAND INVESTMENTS I, LLC.
CALLED 61.611 ACRES
INST. NO. 2021–31043
O.P.R.D.C.T.
FM LAND INVESTMENTS I, LLC.
CALLED 41.65 ACRES
INST. NO. 2021–102049
O.P.R.D.C.T.
ANDIRON TX 5, LLC
CALLED 35.254 ACRES
INST. NO. 2025–18701
O.P.R.D.C.T.
FRANCISCO TREVINO
SURVEY
ABSTRACT 1243
℄ BLACKJACK ROAD
(APPARENT PRESCRIPTIVE
R.O.W.)
FM LAND INVESTMENTS I, LLC.
CALLED 41.65 ACRES
INST. NO. 2021–102049
O.P.R.D.C.T.
ANDIRON TX 5, LLC
CALLED 35.254 ACRES
INST. NO. 2025–18701
O.P.R.D.C.T.
MATCH LINE 3
NOTES:
1. THIS DOCUMENT WAS PREPARED UNDER 22 TAC §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
2. BASIS OF BEARING & DISTANCES: A 36.855 ACRE TRACT OF LAND CONVEYED TO SHARLOTTE & JOE T. OWENS, BY DEED RECORDED IN INSTRUMENT NUMBER 2019–42238 (O.P.R.D.C.T.). ROTATED 00°01'30" CLOCKWISE TO MATCH THE DENTON COUNTY PARCEL MAP.
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10/3/25
STATE OF TEXAS
REGISTERED
CHASE CRAWFORD
6913
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LAND SURVEYOR
CITY OF AUBREY, TEXAS
BLACKJACK ROAD RIGHT-OF-WAY ANNEXATION
13.06 ACRES OUT OF THE F. TREVINO SURVEY, ABSTRACT NO. 1243, AND THE T. CHAMBERS SURVEY, ABSTRACT NO. 223, DENTON COUNTY, TEXAS
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE Firm 526; Survey Firm 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900
October
2025

REVISED: 10/3/25 – CCRAWFORD
H:\Projects\Aubrey\4000\393–Annexations\2025 Annexations\E. Blackjack Rd. Annexation\Plats\Blackjack Annexation.dwg
MATCH LINE 3
MAP LEGEND
AUBREY CITY LIMITS
THIS ANNEXATION
0
1 INCH = 200 FEET
200
BLACKJACK ROAD ANNEXATION AREA: 13.06 AC.
AUBREY CITY LIMITS
UNINCORPORATED
AUBREY CITY LIMITS
UNINCORPORATED
N89°14'48"W 3683.26'
N01°07'33"W 30.02'
S89°14'48"E 3682.97'
TA 37 McNATT OUTERLOOP LLC
CALLED 5.455 ACRES
INST. NO. 2025–90236
O.P.R.D.C.T.
PRETIUM CAPITAL LLC
(TRACT 1)
CALLED 5.00 ACRES
INST. NO. 2023–103341
O.P.R.D.C.T.
PRETIUM CAPITAL LLC
(TRACT 2)
CALLED 14.975 ACRES
INST. NO. 2023–103341
O.P.R.D.C.T.
NOTES:
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3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS EXHIBIT.
10/3/25
STATE OF TEXAS
REGISTERED
CHASE CRAWFORD
6913
PROFESSIONAL
LAND SURVEYOR
℄ BLACKJACK ROAD
(APPARENT PRESCRIPTIVE R.O.W.)
S89°05'30"E, 2079.42'
N89°05'31"W, 2079.15'
SHARLOTTE AND JOE T. OWENS CALLED 36.855 ACRES
INST. NO. 2019–42238
O.P.R.D.C.T.
JUDY & EDIIE CRANMORE
CALLED 42.11 ACRES
INST. NO. 2019–42236
O.P.R.D.C.T.
BLACKJACK ADDITION
INST. NO. 2021–408
P.R.D.C.T.
BLACKJACK ADDITION
INST. NO. 2024–192
P.R.D.C.T.
LOT 1R1
LOT 1R2
LOT 1R3
LOT 2R1
LOT 3R1
LOT 1, BLOCK A
DAVID'S ACRES
INST. NO. 2012–12
P.R.D.C.T.
LOT 1, BLOCK A
BRADY–BLACKJACK
ADDITION
INST. NO. 2012–289
P.R.D.C.T.
LINDA DEEDS BRADY
CALLED 40.6387 ACRES
VOL. 2797, PG. 65
D.R.D.C.T.
T. CHAMBERS SURVEY ABSTRACT 223
FRANCISCO TREVINO SURVEY ABSTRACT 1243
ABST. 223
ABST. 1243
MATCH LINE 4
EXHIBIT "A"
PAGE 8 OF 11
CITY OF AUBREY, TEXAS
BLACKJACK ROAD RIGHT-OF-WAY ANNEXATION
13.06 ACRES OUT OF THE F. TREVINO SURVEY, ABSTRACT NO. 1243, AND THE T. CHAMBERS SURVEY, ABSTRACT NO. 223, DENTON COUNTY, TEXAS
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE Firm 526 Survey Firm 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900
October 2025

REVISED: 10/3/25 – CCRAWFORD H:\Projects\Aubrey\4000\393–Annexations\2025 Annexations\E. Blackjack Rd. Annexation\Plats\Blackjack Annexation.dwg

# EXHIBIT "A"

PAGE 9 OF 11

MATCH LINE 4

MAP LEGEND

AUBREY CITY LIMITS

THIS ANNEXATION

BLACKJACK ROAD ANNEXATION AREA: 13.06 AC.

CHAD T. & DOREEN A. MOORE TRUSTEE OF THE CHAD T. MOORE & DOREEN A. MOORE REVOCABLE TRUST CALLED 40.000 ACRES INST. NO. 2025–80135 O.P.R.D.C.T.

HAROLD RAY NEWTON, JR. CALLED 14.98 ACRES INST. NO. 2016–50833 O.P.R.D.C.T.

JUDY & EDDIE CRANMORE CALLED 42.11 ACRES INST. NO. 2019–42236 O.P.R.D.C.T.

ABST. 223

ABST. 1243

S89°05'30"E, 2079.42'

N89°05'31"W, 2079.15'

T. CHAMBERS SURVEY ABSTRACT 223

LOT 1R, BLOCK 1 IRON CREEK RANCH CALLED 11.08 ACRES INST. NO. 2021–198 O.P.R.D.C.T.

EAST BLACKJACK PROPERTIES LLC CALLED 9.996 ACRES INST. NO. 2024–60652 O.P.R.D.C.T.

℄ BLACKJACK ROAD (APPARENT PRESCRIPTIVE R.O.W.)

N89°46'50"E, 1041.20'

EDDIE LEON & JUDY ROSAN CRANMORE TRACT 1 CALLED 10.00 ACRES INST. NO. 2016–141189 O.P.R.D.C.T.

EDDIE LEON & JUDY ROSAN CRANMORE TRACT 2 CALLED 20.00 ACRES INST. NO. 2016–141189 O.P.R.D.C.T.

FRANCISCO TREVINO SURVEY ABSTRACT 1243

S89°46'48"W, 1040.41'

EDDIE LEON & JUDY ROSAN CRANMORE CALLED 1.000 ACRES VOL. 1079, PG. 393 D.R.D.C.T.

EAST BLACKJACK PROPERTIES LLC CALLED 9.975 ACRES INST. NO. 2024–119384 O.P.R.D.C.T.

CITY OF AUBREY CALLED 4.194 ACRES INST. NO. 2025–58009 O.P.R.D.C.T.

18 BLACKJACK LLC CALLED 6.054 ACRES INST. NO. 2021–42217 O.P.R.D.C.T.

0 200

1 INCH = 200 FEET

CRISTINA HERNANDEZ CALLED 1.000 ACRES INST. NO. 2009–89405 O.P.R.D.C.T.

N88°50'00"W 290.87'

S88°50'00"E 291.27'

EAST BLACKJACK PROPERTIES LLC CALLED 8.213 ACRES INST. NO. 2024–119384 O.P.R.D.C.T.

MATCH LINE 5

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10/3/25

STATE OF TEXAS REGISTERED

CHASE CRAWFORD

6913

PROFESSIONAL LAND SURVEYOR

CITY OF AUBREY, TEXAS

**BLACKJACK ROAD RIGHT-OF-WAY ANNEXATION**

**13.06 ACRES OUT OF THE F. TREVINO SURVEY, ABSTRACT NO. 1243, AND THE T. CHAMBERS SURVEY, ABSTRACT NO. 223, DENTON COUNTY, TEXAS**


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

PROFESSIONAL ENGINEERS

TBPELS PE Firm 526, Survey Firm 10031800

11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900


October 2025

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H:\Projects\Aubrey\4000\393–Annexations\2025 Annexations\E. Blackjack Rd. Annexation\Plats\Blackjack Annexation.dwg
MATCH LINE 5
EXHIBIT "A"
PAGE 10 OF 11
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MAP LEGEND
AUBREY CITY LIMITS
THIS ANNEXATION
GMR ESTATES, LLC CALLED 26.568 ACRES INST. NO. 2023–73803 O.P.R.D.C.T.
HMH SARATOGA LAND LLC CALLED 30.116 ACRES INST. NO. 2023–123163 O.P.R.D.C.T.
550 BELMONT DEVELOPMENT LP CALLED 8.64 ACRES INST. NO. 2023–119064 O.P.R.D.C.T.
HMH SARATOGA LAND LLC PHASE 2A – TRACT 2 CALLED 1.172 ACRES INST. NO. 2023–123161 O.P.R.D.C.T.
N88°40'51"W, 321.64'
S88°40'50"E, 322.21'
ABST. 223
ABST. 1243
℄ BLACKJACK ROAD (APPARENT PRESCRIPTIVE R.O.W.)
GOLDEN EAGLE RANCH LLC CALLED 22.241 ACRES INST. NO. 2021–138523 O.P.R.D.C.T.
GOLDEN CALLED 9.64 ACRES INST. NO. 2021–138523 O.P.R.D.C.T.
550 BELMONT DEVELOPMENT LP CALLED 5.92 ACRES INST. NO. 2023–119064 O.P.R.D.C.T.
T. CHAMBERS SURVEY ABSTRACT 223
550 BELMONT DEVELOPMENT LP CALLED 3.05 ACRES INST. NO. 2023–119064 O.P.R.D.C.T.
BLACKJACK ROAD ANNEXATION AREA: 13.06 AC.
550 BELMONT DEVELOPMENT LP CALLED 10.00 ACRES INST. NO. 2023–119064 O.P.R.D.C.T.
550 BELMONT DEVELOPMENT LP CALLED 14.06 ACRES INST. NO. 2023–119064 O.P.R.D.C.T.
THOUTIREDDY, RAVIKIRAN & MELLCHERVU, RAMA K & SURAKANTI, SHRAVANI CALLED 6.88 ACRES INST. NO. 2023–40188 O.P.R.D.C.T.
N88°16'48"W, 1073.46'
S88°16'48"E, 1073.83'
FRANCISCO TREVINO SURVEY ABSTRACT 1243
LOT 2, BLK A KLINE ADDITION INST. NO. 2023–226 P.R.D.C.T.
LOT 1, BLK A KLINE ADDITION INST. NO. 2023–226 P.R.D.C.T.
N87°49'21"W, 1563.58'
S87°49'21"E, 1562.61'
0
200
1 INCH = 200 FEET
STATE OF TEXAS REGISTERED
CHASE CRAWFORD
6913
PROFESSIONAL LAND SURVEYOR
10/3/25
MATCH LINE 6
CITY OF AUBREY, TEXAS
BLACKJACK ROAD RIGHT-OF-WAY ANNEXATION
13.06 ACRES OUT OF THE F. TREVINO SURVEY, ABSTRACT NO. 1243, AND THE T. CHAMBERS SURVEY, ABSTRACT NO. 223, DENTON COUNTY, TEXAS
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE Firm 526; Survey Firm 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900
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MATCH LINE 6
LOT 2–A VR ESTATES INST. NO. 2010–175 P.R.D.C.T.
LOT 3–A–2 VR ESTATES INST. NO. 2023–254 P.R.D.C.T.
LOT 3–A–1 VR ESTATES INST. NO. 2023–254 P.R.D.C.T.
S87°49'21"E, 1582.61'
N87°49'21"W, 1583.58'
ABST. 223
ABST. 1243
BLACKJACK ROAD ANNEXATION AREA: 13.06 AC.
BARKLEY, DEBBIE & NETWIG, CRAIG L CALLED 9.75 ACRES INST. NO. 2019–89122 O.P.R.D.C.T.
T. CHAMBERS SURVEY ABSTRACT 223
LOT 3–A–3 VR ESTATES INST. NO. 2023–254 P.R.D.C.T.
℄ BLACKJACK ROAD (APPARENT PRESCRIPTIVE R.O.W.)
S46°40'42"W 42.06'
SHUBHAM RANCH LLC CALLED 30.67 ACRES INST. NO. 2023–126141 O.P.R.D.C.T.
FRANCISCO TREVINO SURVEY ABSTRACT 1243
LARRY & LANA BYROM CALLED 1.00 ACRES VOL. 2079, PG. 900 D.R.D.C.T.
SARAH COTHAM CALLED 1.00 ACRES INST. NO. 2016–33225 O.P.R.D.C.T.
MARIA & STANLEY JONES CALLED 1.00 ACRES INST. NO. 2001–61749 O.P.R.D.C.T.
SAYE PROPERTIES, LLC CALLED 5.00 ACRES INST. NO. 2018–83416 O.P.R.D.C.T.
ABST. 1243
ABST. 1243
ABST. 223
ABST. 1069
F.M. 2931
(VARIABLE WIDTH R.O.W.)
S43°19'18"E 42.80'
ABST. 1069
ABST. 995
J. RYAN SURVEY ABSTRACT 1069
FREDERICK POLLARD SURVEY ABSTRACT 995
EXHIBIT "A"
PAGE 11 OF 11
0
200
1 INCH = 200 FEET
MAP LEGEND
AUBREY CITY LIMITS
THIS ANNEXATION
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11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900
October 2025

**City Council Meeting**
**Staff Report**
**October 23, 2025**

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**Agenda Item**
Consideration and action on Resolution No. 1030-25 regarding the proposed annexation of a ±6.74-acre tract of land known as a portion of McNatt Road, setting public hearings for November 12, 2025 and November 20, 2025 and authorizing the City Secretary to cause notice of said hearing; and authorizing staff to prepare a written services plan.

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

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**Summary**

This resolution is proposing annexation of approximately 6.74 acres of roadway right-of-way known as a portion of McNatt Road. The area proposed for annexation extends from the existing city limit line at FM 428 to the future Ike Byrom Road, located within the Francisco Trevino Survey, Abstract No. 1243, Denton County, Texas.

The proposed annexation area consists of prescriptive right-of-way and recorded roadway dedications associated with the Winterhaven 7 Addition and the Eaves FH Addition plats. The area lies within Aubrey's extraterritorial jurisdiction (ETJ) and is not within the ETJ of any other municipality.

This resolution initiates the formal annexation process as provided by Chapter 43 of the Texas Local Government Code. It calls for two public hearings to receive input from affected property owners, residents, and service providers; directs the City Secretary to publish and distribute notices as required by law. Public Hearing dates will be November 12, 2025 @ 6:00 PM and November, 20, 2025 @ 6:30 PM at Aubrey Countil Chambers located @ 226 Countryside Drive

Annexation of this right-of-way supports continued orderly growth, facilitates roadway and infrastructure management, and promotes consistent jurisdictional control along the McNatt Road corridor.

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**Financial Summary**

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**Staff Recommended Action**
Approve

**Staff Recommended Motion**
Motion to (approve/Deny/Table) the Resolution. Set public hearings for November 12, 2025 at 6:00 PM and November 20, 2025 at 6:30 PM at the City Council Chambers, 226 Countryside Dr.

**RESOLUTION NO. 1030-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, SETTING PUBLIC HEARINGS FOR THE ANNEXATION OF A 6.74 ACRE TRACT OF LAND KNOWN AS A PORTION OF MCNATT ROAD, LEGALLY DESCRIBED AS BEING ALL OF THE 30-FOOT WIDE PRESCRIPTIVE RIGHT-OF-WAY OF MCNATT ROAD, BEGINNING AT THE CITY LIMITS AND FM 428, CONTINUING TO THE FUTURE IKE BYROM ROAD, AS MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A", AND ANY ADDITIONAL ASSOCIATED RIGHT-OF-WAY; PROVIDING FOR THE INCORPORATION OF FINDINGS; SETTING PUBLIC HEARINGS FOR THE ANNEXATION; AUTHORIZING AND DIRECTING THE CITY SECRETARY TO HAVE NOTICES OF SUCH PUBLIC HEARING BE PROVIDED AS PRESCRIBED BY LAW; 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 property to be annexed is within the right-of-way of a county highway owned by Denton County, Texas; and

**WHEREAS,** the City Council directs publication, mailing, and distribution of notice(s) for public hearings, as required by Chapter 43 of the Texas Local Government Code, to consider the annexation of the area of land described and depicted, attached hereto as Exhibit "A" (the "Property"); and

**WHEREAS**, the City Council has determined that the Property to be annexed is located within the extraterritorial jurisdiction of the City; and

**WHEREAS**, the City Council has investigated into, has determined, and officially finds that no part of the Property is within the extraterritorial jurisdiction of any other incorporated city or town.

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

**Section 1. 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. Property Description.** The City Council directs that the following described Property be considered for annexation in the city limits of the City of Aubrey, Texas:

> **A ±6.74-acre tract of land known as a portion of McNatt Road, being legally described as being all of the prescriptive right-of-way of McNatt Road (apparent prescriptive right-of-way), generally 30-feet in width, 15 feet east and west of the approximate centerline of said McNatt Road, and all of the McNatt Road right-of-way dedications as shown on the Winterhaven 7 Addition Plat, an addition to Denton County, as recorded in Instrument Number 2016-2135 of the Plat Records of Denton County, Texas (P.R.D.C.T.), and the Eaves FH Addition Plat, an addition to Denton County as recorded in Instrument Number 2015-397 (P.R.D.C.T.), from the existing City of Aubrey City Limits line as defined by Annexation Ordinance 220, dated March 15, 1996, and recorded in Instrument Number 1996-19494 of the Deed Records of Denton County, Texas (D.R.D.C.T.), and the south right-of-way line of Farm to Market Road 428 (F.M. 428) (variable width right-of-way), to the north line of future Ike Byrom Road (120-foot right-of-way), said 6.74 acre tract being in the Francisco Trevino Survey, Abstract No. 1243, Denton County, Texas.**

**Section 3. Calling of Public Hearings and Providing Notices.**

**A.** **Calling of Public Hearings**. The City Council hereby calls two public hearings about annexation of the Property, at which members of the public shall be given an opportunity to be heard at the following location and on the following dates and times:

**Aubrey City Council Chambers,**
**226 Countryside Drive, Aubrey, Texas 76227**
**November 12, 2025, at 6:00 p.m**.

and

**Aubrey City Council Chambers,**
**226 Countryside Drive, Aubrey, Texas 76227**
**November 20, 2025, at 6:00 p.m**.

**B.** **Notice of Public Hearings**. 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 ($20^{th}$) day but before the tenth ($10^{th}$) 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. 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 5. 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 6. 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 23rd day of October 2025.

_____
Chris Rich, Mayor

**ATTEST:**

_____
Jenny Hicks, City Secretary

# EXHIBIT "A"
# LEGAL DESCRIPTION AND DEPICTION OF PROPERTY



**EXHIBIT "A"**
**METES AND BOUNDS DESCRIPTION**
**FOR ANNEXATION INTO THE CITY LIMITS OF THE CITY OF AUBREY, TEXAS**
**IN THE F. TREVINO SURVEY, ABSTRACT NO. 1243, DENTON COUNTY, TEXAS**

Being a 6.74 acre tract of land, for annexation into the City Limits of the City of Aubrey, Texas, and being all of the prescriptive right-of-way of McNatt Road (apparent prescriptive right-of-way), generally 30-feet in width, 15 feet east and west of the approximate centerline of said McNatt Road, and all of the McNatt Road right-of-way dedications as shown on the Winterhaven 7 Addition Plat, an addition to Denton County, as recorded in Instrument Number 2016-2135 of the Plat Records of Denton County, Texas (P.R.D.C.T.), and the Eaves FH Addition Plat, an addition to Denton County as recorded in Instrument Number 2015-397 (P.R.D.C.T.), from the existing City of Aubrey City Limits line as defined by Annexation Ordinance 220, dated March 15, 1996, and recorded in Instrument Number 1996-19494 of the Deed Records of Denton County, Texas (D.R.D.C.T.), and the south right-of-way line of Farm to Market Road 428 (F.M. 428) (variable width right-of-way), to the north line of future Ike Byrom Road (120-foot right-of-way), said 6.74 acre tract being in the Francisco Trevino Survey, Abstract No. 1243, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner, said point being on the common south right-of-way line of said F.M. 428, and on the existing City of Aubrey City Limits line, and also being on the north line of Lot 1, Block A, of said Winterhaven 7 Addition;

THENCE, S71°50'48"E, along the common south right-of-way line of said F.M. 428, and the existing City of Aubrey City Limits line, a distance of 63.03 feet to a point for corner, said point being the beginning of a curve to right, having a central angle of 03 degrees 38 minutes 53 seconds, a radius of 235.84 feet and being subtended by a chord bearing of S87°17'47"E, a chord distance of 15.01 feet;

THENCE, along said curve to the right, an arc distance of 15.02 feet to a point for corner, said point being on the common south right-of-way line of said F.M. 428, and the existing City of Aubrey City Limits line, said point also being on the north line of a called 40.00 acre tract of land conveyed to Roger Daily, by deed recorded in Volume 3145, Page 570, (D.R.D.C.T.);

THENCE, S00°18'50"W, departing the common south right-of-way line of said F.M. 428, and the existing City of Aubrey City Limits line, and being across said 40.00 acre Daly tract, and along the east prescriptive right-of-way line of said McNatt Road, a distance of 678.88 feet to a point for corner;

THENCE, S00°18'47"W, continuing across said 40.00 acre Daly tract, and along the east prescriptive right-of-way line of said McNatt Road, a distance of 473.04 feet to a point for corner;

THENCE, S00°18'48"W, continuing across said 40.00 acre Daly tract, and along the east prescriptive right-of-way line of said McNatt Road, a distance of 322.03 feet to a point for corner, said point being inside a called 8.00 acre tract of land conveyed to Roger Daly, by deed recorded in Instrument Number 1996-61698 (D.R.D.C.T.);

THENCE, S00°32'33"W, being across said 8.00 acre Daly tract, and along the east prescriptive right-of-way line of said McNatt Road, a distance of 1,256.43 feet to a point for corner, said point being on the common south line of a called 0.327 acre tract of land conveyed to Kevin and Sharon Bonner Hogan, by deed recorded in Instrument Number 2002-119668, of the Official Public Records of Denton County, Texas (O.P.R.D.C.T.), and the north line of a called 5.0 acre tract of land conveyed to Harry Grant III May & Amanda Janine Brooks, by deed recorded in Instrument Number 2015-28186 (O.P.R.D.C.T.);

**EXHIBIT "A"**
**METES AND BOUNDS DESCRIPTION**
**FOR ANNEXATION INTO THE CITY LIMITS OF THE CITY OF AUBREY, TEXAS**
**IN THE F. TREVINO SURVEY, ABSTRACT NO. 1243, DENTON COUNTY, TEXAS**

THENCE, S00°32'34"W, departing the aforementioned common line, and being across said 5.0 acre May & Brooks tract, and along the east prescriptive right-of-way line of said McNatt Road, a distance of 1,869.07 feet to a point for corner, said point on the common south line of a called 40.75 acre tract of land conveyed to Roger L. & Violet Edson, by deed recorded in Volume 555, Page 506 (D.R.D.C.T.), and the north line of a called 318.2327 acre tract of land conveyed to TGHR LLC, by deed recorded in Instrument Number 2021-181556 (O.P.R.D.C.T.), said point also being in the approximate centerline of Redfearn Road (apparent prescriptive right-of-way);

THENCE, S00°26'55"W, departing the aforementioned common line, and the approximate centerline of said Redfearn Road, being across said 318.2327 acre TGHR LLC tract, and along the east prescriptive right-of-way line of said McNatt Road, a distance of 3,938.13 feet to a point for corner;

THENCE, N89°26'35"W, departing the east prescriptive right-of-way line of said McNatt Road, and continuing across said 318.2327 acre TGHR LLC tract, and being across said McNatt Road, a distance of 30.00 feet to a point for corner, said point being on the common north line of a called 6.869 acre tract of land conveyed to DR Horton Texas LTD., by deed recorded in Instrument Number 2024-131758 (O.P.R.D.C.T.), same being the north line of said Future Ike Byrom Road, said point also being on the south line of a called 142.053 acre tract of land conveyed to HTRP LLC, by deed recorded in Instrument Number 2021-232824 (O.P.R.D.C.T.)

THENCE, N00°26'55"E, departing the aforementioned common line, and being across said 142.053 acre HTRP LLC tract, and along the west prescriptive right-of-way line of said McNatt Road, a distance of 3,938.10 feet to a point for corner, said point being inside a called 359.740 acre tract of land conveyed to DS1719 LLC, by deed recorded in Instrument Number 2020-28890 (O.P.R.D.C.T.)

THENCE, N00°32'34"E, being across said 359.740 acre DS1719 LLC tract, and along the west prescriptive right-of-way line of said McNatt Road a distance of 1,869.10 feet to a point for corner, said point being inside a called 77.330 acre tract of land conveyed to Austin L. Holt, by deed recorded in Instrument Number 2025-76297 (O.P.R.D.C.T.);

THENCE, N00°32'33"E, being across said 77.330 acre Holt tract, and along the west prescriptive right-of-way line of said McNatt Road, a distance of 1,256.37 feet to a point for corner, said point being on the common north line of said 77.330 acre Holt tract and the south line of a called 2.00 acre tract of land conveyed to Bonnie E. Owens, by deed recorded in Instrument Number 2018-37684 (O.P.R.D.C.T.);

THENCE, N00°18'48"E, departing the aforementioned common line, and being across said 2.00 acre Owens tract, and along the west prescriptive right-of-way line of said McNatt Road, a distance of 321.84 feet to a point for corner, said point being on the common north line of said 2.00 acre Owens tract, and on the westerly right-of-way line of McNatt Road, as dedicated on said Eaves FH Addition Plat;

THENCE, S89°49'58"W, along the north line of said 2.00 acre Owens tract, and along the westerly right-of-way line of said McNatt Road, a distance of 17.08 feet to a point for corner, said point being on the southeast corner of Lot 1, Block A of said Eaves FH Addition;

**EXHIBIT "A"**
**METES AND BOUNDS DESCRIPTION**
**FOR ANNEXATION INTO THE CITY LIMITS OF THE CITY OF AUBREY, TEXAS**
**IN THE F. TREVINO SURVEY, ABSTRACT NO. 1243, DENTON COUNTY, TEXAS**

THENCE, N00°29'17"E, along the west right-of-way line of said McNatt Road, and the east line of said Lot 1, Block A, a distance of 376.44 feet to a point for corner, said point being on the northeast corner of said Lot 1, Block A, and the south line of a called 27.669 acre tract of land conveyed to Winter Haven Ranch LLC, by deed recorded in Instrument Number 2023-55071 (O.P.R.D.C.T.);

THENCE, S89°53'38"E, along the south line of said 27.669 acre Winter Haven Ranch tract, and the westerly right-of-way of said McNatt Road, a distance of 15.93 feet to a point for corner, said point being on the west prescriptive right-of-way line of said McNatt Road;

THENCE, N00°18°39"E, being across said 27.669 acre Winter Haven Ranch tract, and being along the west prescriptive right-of-way line of said McNatt Road, a distance of 96.81 feet to a point for corner, said point being on the north line of said 27.669 acre Winter Haven Ranch tract, and also being on the westerly right-of-way line of said McNatt Road, as dedicated on said Winterhaven 7 Addition Plat;

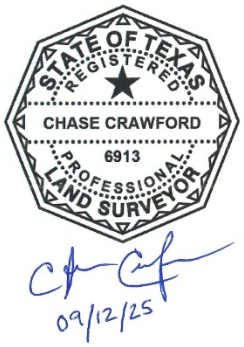
THENCE, S88°47°41"W, along the north line of said 27.669 acre Winter Haven Ranch tract, and being along the westerly right-of-way line of said McNatt Road, a distance of 45.01 feet to a point for corner, said point being on the southeast corner of Lot 3, of said Winterhaven 7 Addition;

THENCE, N00°18°49"E, departing the north line of said 27.669 acre Winter Haven Ranch tract, and being along the east line of said Winterhaven 7 Addition, and along the west right-of-way line of said McNatt Road, a distance of 700.01 feet to the POINT OF BEGINNING, said annexation tract containing 6.74 acres (293,533 square feet) of land, more or less.

Notes:

1. This document was prepared under 22 TAC §138.95, and does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those right and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
2. Basis of Bearings & Distances: Metes & Bounds description for a called 318.2327 acre tract of land conveyed to TGHR LLC, by deed recorded in 2021-181556 (O.P.R.D.C.T.)
3. A Plat of even date herewith accompanies this Metes and Bounds Description.

Chase Crawford, R.P.L.S.
Texas Registration No. 6913
Birkhoff, Hendricks & Carter, L.L.P.
TBPLS Firm No. 100318-00
11910 Greenville Ave., Suite 600
Dallas, Texas 75243



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LINE TABLE
LINE # | DIRECTION | LENGTH
L1 | S00°18'48"W | 322.03'
L2 | N00°18'48"E | 321.84'
L3 | S89°49'58"W | 17.08'
L4 | N00°29'17"E | 376.44'
L5 | S89°53'38"E | 15.93'
L6 | N00°18'39"E | 96.81'
L7 | S88°47'41"W | 45.01'
CURVE DATA TABLE
CURVE # | RADIUS | CENTRAL ANGLE (Δ) | ARC LENGTH | CHORD BEARING | CHORD DISTANCE
C1 | 235.84' | 03°38'53" | 15.02' | S87°17'47"E | 15.01'
EXHIBIT "A"
PAGE 4 OF 7
FRANCISCO TREVINO SURVEY
ABSTRACT 1243
McNATT ROAD ANNEXATION AREA: 6.74 AC.
POINT OF BEGINNING
S71°50'48"E, 63.03'
S00°18'50"W, 678.88'
N00°18'49"E, 700.01'
S00°18'47"W, 473.04'
N00°32'33"E, 1256.37'
S00°32'33"W, 1256.43'
FM 428
(VARIABLE WIDTH ROW)
CITY OF AUBREY ANNEXATION ORD. 220
R.O.W. DEDICATION INST. NO. 2016-2135
McNATT ROAD
(APPARENT PRESCRIPTIVE ROW)
R.O.W. DEDICATION INST. NO. 2015-397
ROGER DALY VOL. 3145, PG. 570 40.00 ACRES
ROGER DALY INSTRUMENT NO. 1996-61698 8.0 ACRES
JEFFREY L. & CONNIE S. BARNETT INSTRUMENT NO. 2016-73505 14.281 ACRES
LOT 1
LOT 2
LOT 3
WINTERHAVEN 7 ADDITION CALLED 7.360 ACRES INST. NO. 2016-2135
LOT 1, BLOCK A EAVES FH ADDITION CALLED 2.261 ACRES INST. NO. 2015-397
BONNIE E. OWENS INSTRUMENT NO. 2018-37684 2.00 ACRES
WINTER HAVEN RANCH LLC. INSTRUMENT NO. 2023-55071 27.669 ACRES
AUSTIN L. HOLT INSTRUMENT NO. 2025-76297 77.330 ACRES
30'
MATCH LINE 1
MAP LEGEND
AUBREY CITY LIMITS
THIS ANNEXATION
0
300
1 INCH = 300 FEET
NOTES:
1. THIS DOCUMENT WAS PREPARED UNDER 22 TAC §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
2. BASIS OF BEARING & DISTANCES: METES & BOUNDS DESCRIPTION FOR A CALLED 318.2327 ACRE TRACT OF LAND CONVEYED TO TGHR LLC, BY DEED RECORDED IN 2021-181356 (O.P.R.D.C.T.)
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS EXHIBIT.
09/12/25
STATE OF TEXAS
REGISTERED
CHASE CRAWFORD
6913
PROFESSIONAL LAND SURVEYOR
CITY OF AUBREY, TEXAS
McNATT ROAD RIGHT-OF-WAY ANNEXATION
6.74 ACRES, FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243,
DENTON COUNTY, TEXAS
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE Firm 526, Survey Firm 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900
SEPTEMBER
2025

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EXHIBIT "A"
PAGE 5 OF 7
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1 INCH = 300 FEET
MATCH LINE 1
MATCH LINE 2
MCNATT ROAD ANNEXATION AREA: 6.74 AC.
FRANCISCO TREVINO SURVEY ABSTRACT 1243
WILLIAM W. & SUSAN D. HARGROVE INSTRUMENT NO. 1997-4047 5.00 ACRES
MICHAEL L. & SHEREE MCCABE INSTRUMENT NO. 1993-42191 15.016 ACRES
KEVIN & SHARON BONNER HOGAN INSTRUMENT NO. 2002-119668 5.00 ACRES
MICHAEL L. & SHEREE MCCABE INSTRUMENT NO. 54597 0.03 ACRE
HARRY GRANT III MAY & AMANDA JANINE BROOKS INSTRUMENT NO. 2015-28186 5.0 ACRES
KEVIN & SHARON BONNER HOGAN INSTRUMENT NO. 2002-119668 0.327 ACRE
ROGER L. & VIOLET EDSON INSTRUMENT NO. 2025-77468 14.277 ACRES
ROGER L. & VIOLET EDSON VOL. 555, PG. 506 40.75 ACRES
AUSTIN L. HOLT INSTRUMENT NO. 2025-76297 77.330 ACRES
DS1719 LLC. INSTRUMENT NO. 2020-28890 359.740 ACRES
McNATT ROAD (APPARENT PRESCRIPTIVE ROW)
30'
N00°32'33"E, 1256.37'
S00°32'33"W, 1256.43'
N00°32'34"E, 1869.10'
S00°32'34"W, 1869.07'
MAP LEGEND
AUBREY CITY LIMITS
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EXHIBIT "A"
PAGE 6 OF 7
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1 INCH = 300 FEET
MATCH LINE 2
MATCH LINE 3
ROGER L. & VIOLET EDSON VOL. 555, PG. 506 40.75 ACRES
REDFEARN ROAD (APPARENT PRESCRIPTIVE ROW)
FRANCISCO TREVINO SURVEY ABSTRACT 1243
DS1719 LLC. INSTRUMENT NO. 2020-28890 359.740 ACRES
S00°32'34"W 1869.07'
N00°32'34"E 1869.10'
McNATT ROAD (APPARENT PRESCRIPTIVE ROW)
MCNATT ROAD ANNEXATION AREA: 6.74 AC.
TGHR LLC. INSTRUMENT NO. 2021-181556 318.2327 ACRES
S00°26'55"W, 3938.13'
N00°26'55"E, 3938.10'
30'
MAP LEGEND
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FRANCISCO TREVINO SURVEY ABSTRACT 1243
TGHR LLC. INSTRUMENT NO. 2021-181556 318.2327 ACRES
TGHR LLC. INSTRUMENT NO. 2021-181556 318.2327 ACRES
DS1719 LLC. INSTRUMENT NO. 2020-28890 359.740 ACRES
McNATT ROAD (APPARENT PRESCRIPTIVE ROW)
MCNATT ROAD ANNEXATION AREA: 6.74 AC.
S00°26'55"W, 3938.13'
N00°26'55"E, 3938.10'
30'
HTRP LLC. INSTRUMENT NO. 2021-232824 142.053 ACRES
DR HORTON TEXAS LTD. INSTRUMENT NO. 2024-131758 6.869 ACRES
McNATT ROAD (APPARENT PRESCRIPTIVE ROW)
FUTURE IKE BYROM ROAD (120' ROW)
N89°26'35"W 30.00'
DAVID H. RUTLEDGE INSTRUMENT NO. 2023-72787 17.19 ACRES
DR HORTON TEXAS LTD. INSTRUMENT NO. 2020-67973 53.236 ACRES
MAP LEGEND
AUBREY CITY LIMITS
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SEPTEMBER
2025

**City Council Meeting**
**Staff Report**
**October 23, 2025**

**Agenda Item**
Conduct second reading, consider and act on Resolution 1023-25 approving a Project of the Aubrey Municipal Development District providing a Targeted Improvement grant for building improvements and demolition at 705 W Sherman Drive for $18,750.

**Staff Contact**
Christine Gossett, MDD Executive Director
cgossett@aubreytx.gov
940-440-9343

**Summary**
This is the second reading for the grant application, which is for the demolition of structures located on the property at 705 W. Sherman Drive and the grant will assist with the costs for removing buildings and the disposal of waste from the site. The property owners recently purchased the lot for future business development and will be requesting a zoning change.

The first reading for the grant request was held at the September 25, 2025, City Council meeting. The Aubrey MDD Board met on September 16, 2025, and reviewed the grant and approved the application for $18,750 in eligible matching funds.

**Financial Summary**
The amount requested is $18,750.00, which is 50 percent of the demolition project cost.

**Staff Recommended Action**
Approve

**Staff Recommended Motion**
I move to (approve/deny/table) the grant request for $18,750.

# Targeted Improvement Grant Request

## 705 W. Sherman Drive

# The property owner is requesting a grant for demolition.

- Structures and materials removed from property.
- Clear lot for future business development on property.
- **Total Costs for Demolition:**

  **$37,500.00**
- **Total Amount Requested in the Grant: $18,750.00**

# The property owner’s future plans are for business development.

## Benefits and ROI:

- This will be an improvement to a large parcel that is also a west side entry corridor for the Downtown Aubrey business district.
- This property will become a future development for business in the downtown area and will be requesting a zoning change.

**RESOLUTION NO. 1023-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, AUTHORIZING THE AUBREY MUNICIPAL DEVELOPMENT DISTRICTS' EXPENDITURE OF UP TO $18,725.00 TO 75 DEGREES HOLDINGS, LLC, FOR A TARGETED IMPROVEMENT GRANT; PROVIDING FOR TWO SEPARATE READINGS IN COMPLIANCE WITH SECTION 505.158, TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Aubrey, Texas ("City"), is a home rule city acting under its Charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS,** the Aubrey Municipal Development District ("AMDD") is a political subdivision of the State of Texas and the City, created in accordance with Chapter 377 of the Texas Local Government Code, as amended (the "Act"); and

**WHEREAS**, under the Act, the AMDD may contract with a public or private person for development projects, and the Act defines a development project as the term is defined by Sections 55-151-505.158 of the Texas Local Government Code;

**WHEREAS**, Section 505.158, Texas Local Government Code, allows a municipal development district in a city with a population of 20,000 or less to make an expenditure to promote new or expanded business development, provided that if such project requires an expenditure of more than $10,000.00, the City Council must adopt a resolution authorizing the project after giving the Resolution at least two separate readings; and

**WHEREAS**, the City's population is less than 20,000; and

**WHEREAS**, the AMDD Board has held a public hearing on the expenditure of up to $18,750.00 to 75 Degrees Holdings, LLC (the "Applicant") by the AMDD as a Targeted Improvement Grant for the improvement of the building located at 705 Sherman Drive, Aubrey, Texas to provide matching funding for building improvements and demolition costs, as identified in the application documents submitted by the Applicant (the "Project"); and

**WHEREAS**, the AMDD Board has found and determined that the Project will promote new or expanded business enterprises in the City; and

**WHEREAS**, the City Council considered this Resolution on first reading on September 25, 2025, and on second reading on October 23, 2025; and

**WHEREAS**, the City Council desires to authorize the Project and the proposed expenditure by the AMDD as requested.

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

**SECTION 1.**

The City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the Council hereby incorporates such recitals as a part of this Resolution.

**SECTION 2.**

After conducting two readings as required by law on September 25, 2025, and on October 23, 2025 , the City Council hereby authorizes the Project and authorizes AMDD's expenditure of up to $18,750.00 to 75 Degrees Holdings, LLC, for the Project as requested.

**SECTION 3.**

This Resolution was read and adopted at meetings that were open to the public and notice of the time, place and purpose of said meetings were given, as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**SECTION 4.**

This Resolution shall take effect after its second reading and adoption.

**READ ON FIRST READING** this 25th day of September 2025.

**READ AND ADOPTED ON SECOND READING** this 23rd day of October 2025.

_____
**Chris Rich, Mayor**

**ATTEST:**

_____
**Jenny Hicks, City Secretary**

**APPROVED AS TO FORM:**

_____
**Patricia A. Adams, City Attorney**