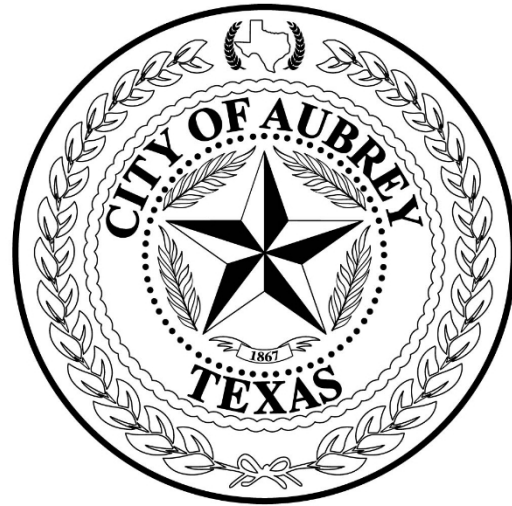


City Council Meeting

Aubrey City Council Chambers
226 Countryside Dr.
Aubrey, TX 76227
February 26, 2026
6:00 PM



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

Notice Regarding Remote Participation of Council Members

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

Call to Order - Determine if a Quorum is Present:

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

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

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:

1. Approve minutes of the January 22, 2026 and February 10, 2026 meetings.
2. Approve Monthly Staff Reports
3. Approve Monthly Financial Report.
4. Receive the Aubrey Police Department's 2025 Racial Profiling Analysis completed by Justice Research Consultants, LLC. This complete report satisfies the Aubrey Police Department's statutory obligations set out in Article 2.132 - 2.134 of the Texas Code of Criminal Procedure.
5. Approve Ordinance Number 947-26 canceling the May 2, 2026 General Election.
6. Approve a Resolution granting a petition requesting annexation by the City of Aubrey, owners of a 10.00 acre tract of land situated in the John Ryan Survey, Abstract No. 1069, Denton County, Texas, and being part of a called 14.898 acre tract of land as described in General Warranty Deed to Javier Alonzo and Thelma Alonzo, as recorded in Instrument Number 2014-8402, of the Official Public Records of Denton County, Texas; identified as Denton Central Appraisal District Property ID Number 52432; generally located at 8445 FM 2931, Pilot Point Tx; setting a Public Hearing for the annexation; authorizing staff to negotiate and enter into a written services agreement with Owner.
7. Approve a Resolution appointing Leanne Wilson as a Director for the High Pointe Ranch Municipal Utility District No. 1 of Denton County.

New Business: New items requested for consideration.

8. Consideration and action on a Final Plat application for Silverado West, Phase 3 for a replat of Lot 77XR, Block M, being approximately 11.247 acres located northwest of the intersection of Liberty Road and Main Street, located within the City of Aubrey ETJ, Denton County, to subdivide Lot 77XR, Block M, into two lots. (Applicant: JBI Partners on behalf of D.R. Horton)
9. Consideration and action on a Preliminary Plat for Highpointe Ranch Phase 2 East for one hundred fifteen (115) single-family residential lots and one (1) HOA lot, being approximately 31.687 acres out of the Francisco Trevino Survey, Abstract 1243 generally located South of E. Blackjack Road, east of U.S. Highway 377, and North

of Springhill Road/FM 428, City of Aubrey, Denton County, Texas. (KL LB Buy 3, LLC)

10. Consideration and action on a Final Plat for Highpointe Ranch Phase 2 East for one hundred fifteen (115) single-family residential lots and one (1) HOA lot, being approximately 31.687 acres out of the Francisco Trevino Survey, Abstract 1243 generally located South of E. Blackjack Road, east of U.S. Highway 377, and North of Springhill Road/FM 428, City of Aubrey, Denton County, Texas. (KL LB Buy 3, LLC)
11. Consideration and action regarding a contract with WHP Training Towers for the construction of a fire training tower in an amount not to exceed \$1,281,170.70, using funds from the 2025 Bond; and authorizing the City Manager to execute necessary documents.
12. Consideration and action on an Ordinance amending Appendix A, Fee Schedule, of the Code of Ordinances to adopt the City of Aubrey 2026 Comprehensive Fee Schedule with amendments to various fees contained in Article A1.000, General and Administrative Fees, Article A3.000, Building Related Fees, Article A5.000, Fire Prevention Fees, Article A6.000, Code Enforcement Fees, Article A7.000 Utilities, Article A5.000, water rates, and sewer rates; Article A8.000 Planning and Zoning fees; Article A10.000 Third Party Consulting Fees; A11.000 Public Infrastructure Fees; Article A12.000 Library Fees; and Article A13.000 Community Center Fees; and providing an effective date.
13. Second Reading of MDD Property Purchase and District Project: Authorizing the purchase of real property at 500 S Main Street for \$205,000 plus fees and closing costs.
14. Consideration and action on appointing and/or removing members to the Aubrey Area Library Advisory Board.
15. Consideration and action on a Professional Planning Services Agreement with Westwood Professional Services, Inc. for an update to the Aubrey Downtown Masterplan in the amount not to exceed \$54,400, and authorize the City Manager to execute the agreement.
16. Consider and take action on the award/rejection of bids for the FM 428 Sewer Lift Station Improvements; and authorizing the Mayor or designee to execute necessary documents.

Department Updates and Discussion:

17. Administration & Finance:
18. Library:

19. Fire Department:
20. Police Department:
 - Flock Update
 - Thank you
21. Public Works:
22. Human Resources:
23. 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:

24. **Section 551.071(1) and (2) Consultation with Attorney.** For Council to seek the advice of its attorney about pending or contemplated litigation or a settlement offer and to consult with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act: *City of Aubrey v. Jerry H. Simmons*, et al, Cause No. PR-2024-01392-B, Denton County, Texas.
 - Municipal Utilities Tyler Tech Contract
 - Purchase of Downtown Property
 - Downtown Property Purchase
 - TxDot Roadway Names
 - Local Government Code 52.004 Designating an Official Newspaper
25. **Section 551.072 Real Property.** Deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
 - Downtown Property Purchase
26. **Section 551.087 Economic Development Negotiations.** To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; and/or to deliberate the offer of a financial or other incentive to the business prospect:
 - Project Anchor
 - Highpoint Commercial
 - Purchase of Downtown Property for Economic Development
 - Onyx Development

- Downtown Development
- Coffey Road Development
- Project Alpha
- Big Barrels Ranch
- Elegance Estates

27. **Section 551.071 (2) and 551.074 Personnel Matters.** Consultation with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act and Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of public officer or employee or to hear a complaint or charge against an officer or employee:
- City Manager (Goals & Duties)

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.

28. Consider and take appropriate action regarding a Development Agreement between the City of Aubrey and Onyx Development Company, LLC for the development of an approximate 39 acre tract of land located within the extraterritorial jurisdiction of the City and identified as the Sherman Ridge Development; and authorizing the Mayor or his designee to execute necessary documents.

-ADJOURN-

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

I certify that the attached notice and agenda of items to be considered by the City Council of the City of Aubrey, Texas was removed by me from the official bulletin board of the City of Aubrey, Texas, 107 S. Main St, Aubrey, Texas on the _____ day of _____, 2026.

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

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

City Council Meeting Minutes

Aubrey City Council Chambers
226 Countryside Dr.
Aubrey, TX 76227
January 22, 2026
6:00 PM



The meeting was called to order at 6:01 PM.

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

Staff Present: City Attorney Patricia Adams, City Manager Charles Kreidler, City Secretary Jenny Hicks, Finance Director Mike English, 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, Assistant to the City Manager Bailey Thompson, Development Manager Shanda Guffee

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

Community Announcements:

1. - Presentation of ICC/IAEI ElectriCity award by Amanda Wozniak

Amanda Woziak presented the ICC/IAEI ElectriCity award to City Building Official Carl Hager and City Inspector James Birdsong.

Emergency Management Coordinator Austin Gress provided information regarding the upcoming weather event.

Citizen Input:

Vince Handler, 7409 Rushing Meadow Trail, Aubrey, provided an update on his candidacy for Justice of the Peace.

Consent Items:

2. Approve minutes of the December 18, 2025 and January 10, 2026 meetings.
3. Approve Monthly Staff Reports
4. Approve Monthly Financial Report.
5. Approve Quarterly Investment Report
6. Approve the request from Council member(s) identified in the Staff report for an

- excused absence from the December 18, 2025 Regular City Council meeting.
7. Approve Ordinance Number 945-26, ordering the May 2, 2026 City of Aubrey General Election for the election of persons to Place 1 and Place 4 on the Aubrey City Council and providing for other matters relating to the election.
 8. Approve a Professional Services Agreement with Plummer Associates for On-Call Planning Services for an amount not to exceed \$30,000, and authorize the City Manager to execute the Agreement.

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

Approval of the consent agenda includes the following, as required by Section XI of Ordinance Number 945-26:

AN ORDINANCE OF THE CITY OF AUBREY, TEXAS, CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 2, 2026 FOR THE PURPOSE OF ELECTING A PERSON TO SERVE AS COUNCIL MEMBER PLACE 1 FOR A THREE (3) YEAR TERM AND A PERSON TO SERVE AS COUNCIL MEMBER PLACE 4 FOR A THREE (3) YEAR TERM;; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICE; PROVIDING FOR EARLY VOTING; PROVIDING FOR THE APPOINTMENT OF ELECTION ADMINISTRATORS AND JUDGES; ESTABLISHING REGULAR BUSINESS HOURS OF THE CITY SECRETARY'S OFFICE ON THE DAYS OF EARLY VOTING BY PERSONAL APPEARANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE OF JANUARY 22, 2026.

New Business: New items requested for consideration.

9. Consideration and action on a Resolution nominating a candidate to fill the vacancy for the unexpired term of Place 5 on the Denton Central Appraisal District Board of Directors.

City Manager Charles Kreidler provided information.

Council Member Jeff Perry made a motion to take no action. Council Member Matt Jones seconded. Motion Passed (5:0). None opposed.

10. Consider and act on a Final Plat application for Lot 1, Block 1, AUB Office Addition, a proposed replat of Lot 82, Block 23, Map of the Town of Aubrey, together with an adjacent triangular tract described in Volume 481, Page 131 of the Deed Records of Denton County, Texas, and contains approximately 0.557 acres situated within the Dennis Cowan Survey, Abstract No. 304, City of Aubrey, Denton County, Texas. The purpose of the replat is to create a single lot and to dedicate a fire lane easement, water easement, and drainage and detention easement. (*Applicant: SHAP, LLC, 403 S. Main*)

Assistant City Manager Leanne Wilson provided information.

Council Member Randy Jones made a motion to approve the Final Plat. Council Member Matt Jones seconded. Motion Passed (5:0). None opposed.

11. Consider and act on a Site Plan application for office space use at 403 S. Main Street, an approximate 0.557 acre tract of land located within the Aubrey city limits.
(Applicant: SHAP, LLC)

Assistant City Manager Leanne Wilson provided information.

Council Member Matt Jones made a motion to approve with one condition. Council Member Randy Jones seconded. Motion Passed (5:0). None opposed.

Condition:

CHAPTER 10; ARTICLE 3, SECTION 6.02 - SIDEWALKS — A minimum of a five-foot wide sidewalk is required along Main Street from property line to property line. A certificate of occupancy shall not be issued until the sidewalk is installed or funds have been escrowed to the city in an amount of \$28,000.00.

(Note: The site plan presented does not include a berm along S. Main St.; therefore, approval of the site plan includes an exception to the berm requirement along S. Main St.)

12. Consider and take action on Individual Project Order Number 2026-1 with Kimley-Horn and Associates, Inc. for Professional Engineering Services for the Main Street Phase II Capital Improvement Project in an amount not to exceed \$420,100, and authorize the City Manager to execute the Agreement.

Assistant City Manager Leanne Wilson provided information.

Council Member Matt Jones made a motion to approve the Individual Project Order Number 2026-1 with Kimley Horn and Associates, Inc. City Council Member Mike Browning seconded. Motion Passed (5:0). None opposed.

13. Consider and take action on the award/rejection of bids for the FM 428 Sewer Lift Station Improvements.

Assistant City Manager Leanne Wilson provided information.

Council Member Jeff Perry made a motion to Motion to reject the bid and direct staff to rebid. Council Member Matt Jones seconded. Motion Passed (5:0). None opposed.

14. Consider and take action on a Professional Engineering Services Agreement with Birkhoff, Hendricks and Carter, L.L.P., for the 2025-2026 Downtown Drainage Capital Improvement Plan Projects for an amount not to exceed \$598,804, and authorize the City Manager to execute the Agreement.

Assistant City Manager Leanne Wilson provided information.

Council Member Randy Jones made a motion to approve the Professional Services Agreement with Birkhoff, Hendricks, and Carter. City Council Member Mike Browning seconded. Motion Passed (5:0). None opposed.

15. Consider and take action on a Professional Engineering Services Agreement with

Birkhoff, Hendricks and Carter, L.L.P., for the Blackjack and Magnolia Street Reconstruction Project for an amount not to exceed \$510,565, and authorize the City Manager to execute the agreement.

Assistant City Manager Leanne Wilson provided information.

City Council Member Mike Browning made a motion to approve the Professional Services Agreement with Birkhoff, Hendricks, and Carter. Council Member Chuck Fikes seconded. Motion Passed (5:0). None opposed.

16. Consider and take action on Change Order No. 4 to the City of Aubrey WWTP Expansion to 2.25 MGD Contract with Gracon Construction in the amount not to exceed \$245,689.93, and authorize the City Manager to execute necessary documents.

Public Works Director Dean Rylant provided information.

Council Member Matt Jones made a motion to approve the change order. Council Member Jeff Perry seconded. Motion Passed (5:0). None opposed.

17. Consideration and action on award/rejection of bids for the Hill Street and 428 Ground Storage Tank project in an amount not to exceed \$225,919.26 plus \$1,200.00 for each replacement beam, and authorize the Mayor or his designee to execute necessary documents.

Public Works Director Dean Rylant provided information.

Council Member Randy Jones made a motion to award the bid to BEC Services Group LLC for the maintenance of the Hill Street and 428 Ground Storage Tank in an amount not to exceed \$225,919 plus \$1,200 for each replacement beam. Council Member Jeff Perry seconded. Motion Passed (5:0). None opposed.

18. Consideration and action on a Professional Services Agreement with CSL not to exceed \$70,000 for an MDD Hotel Product Development and Amateur Sports Facility Feasibility Study, and authorize the City Manager to execute the agreement,

MDD Director Christine Gossett provided information.

Council Member Jeff Perry made a motion to approve the professional services agreement. Council Member Chuck Fikes seconded. Motion Passed (5:0). None opposed.

19. Conduct a Public Hearing and Consider and take appropriate action regarding the adoption of Resolution No. 1033-26 adopting The Policy Statement for Economic Development Incentives (2026), providing guidelines for economic development incentives and reauthorizing and adopting guidelines for tax abatement pursuant to State law; and providing for an effective period.

The public hearing was opened at 6:38 PM.

MDD Director Christine Gossett provided information.

The public hearing was closed at 6:40 PM. There were no speakers.

Council Member Jeff Perry made a motion to approve the Resolution adopting the Economic Development Incentives Policy. Council Member Randy Jones seconded. Motion Passed (5:0). None opposed.

Department Updates and Discussion:

20. Administration & Finance:
- Incode Update
 - Audit Schedule

Finance Director Mike English spoke regarding the upgrade of Incode to version 10 in the finance department. Utility billing will get the upgrade in March.

On January 20th, Whitley Penn began the FY 2025 audit.

21. Library: None

22. Fire Department:

Fire Chief Schlotter provided the following updates:

- **Fire Station 2 punch list is being worked on and a mid to late-February move-in is projected.**
- **The park is scheduled to be completed on February 5th and looks fantastic.**

23. Police Department: None

24. Public Works:
- Water Main Break Update

Public Works Director Dean Rylant provided information and explained how the water leak was repaired and why the boil-water notice was issued.

25. Human Resources: None

26. Municipal Development: None

Future Agenda Requests:

February annual review for City Manager and March annual review for City Secretary

*****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. Simmons*, et al, Cause No. PR-2024-01392-B, Denton County, Texas
- Municipal Utilities Tyler Tech Contract
- Purchase of Property for Municipal Services
- Downtown Property Purchase
- Sign Ordinance
- Highpointe Commercial
- Onyx Development
- Downtown Development
- Coffey Road Development
- Local Government Code 52.004 Designating an Official Newspaper

28. **Section 551.072 Real Property.** Deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
- Property acquisition for municipal purposes
29. **Section 551.087 Economic Development Negotiations.** To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; and/or to deliberate the offer of a financial or other incentive to the business prospect:
- Project Anchor
 - Purchase of downtown property for economic development

Council Member Jeff Perry made a motion to recess into executive session at 6:55 PM. City Council Member Mike Browning seconded. Motion Passed (5:0). None opposed.

City Council reconvened into regular session at 8:42 PM.

30. Consider and take appropriate action on Project Anchor as discussed in closed session.

Council Member Randy Jones made a motion to approve the terms of a 380 agreement for Project Anchor, authorize the City Manager to finalize and execute documents as discussed in closed session and bring the agreement back to City Council for ratification. Council Member Chuck Fikes seconded. Motion Passed (5:0). None opposed.

Additional motions resulting from Executive Session:

1. For the municipal utilities Tyler Technology Contract item from closed session, Council Member Jeff Perry moved to direct the City Manager to remove the contractual 3% transaction fee from the city's fee schedule and bring an Ordinance back in February. Council Member Chuck Fikes seconded. Motion Passed (5:0).
2. Council Member Jeff Perry made a motion to approve the purchase of downtown property for an amount within the range discussed in closed session and authorize the City Manager to finalize and execute necessary documents, and bring back to Council for ratification. Council Member Mike Browning seconded. Motion Passed (5:0).

The meeting was adjourned at 8:43 PM.

PASSED and APPROVED by the City Council of the City of Aubrey, Texas this 26th day of February, 2026.

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

City Council Meeting Minutes

Aubrey Area Library Community Center
226 Countryside Dr.
Aubrey, TX 76227
February 10, 2026
6:00 PM



The meeting was called to order at 6:01 PM.

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

Absent: Matt Jones

MDD Present: Holly Drew, Erin Bogar, Tammy De Wet, Tim Heitman, Brooks Stoy, Jamie Osmanovic arrived at 6:15

Absent: Todd Davis

Staff Present: City Manager Charles Kreidler, City Secretary Jenny Hicks, MDD Director Christine Gossett, Assistant to the City Manager Bailey Thompson

City Council Member Mike Browning offered the invocation and led the Pledges of Allegiance.

Community Announcements:

- **Bailey Thompson announced the grand opening of the Winn Ridge First Responders Park on February 18th at 1:30 PM at 3604 Winn Ridge Boulevard.**
- **MDD Board Member Holly Drew announced the upcoming Chamber of Commerce luncheon; and the Aubrey Education Foundation Gala on March 21st.**

Citizen Input: None

The Municipal Development District board acted on two items prior to the City Council item.

City Council Item:

1. First Reading regarding a Resolution for the MDD purchase of real property at 500 S Main Street for \$205,000 plus any related fees upon City acquisition.

MDD Director Christine Gossett provided information.

No action taken.

City Council and MDD convened into the joint workshop at 6:07 PM.

Joint Workshop Items:

2. Discuss future growth, funding, budget, initiatives, operations, projects, and strategic plans not limited to, but including:
 - Permissible MDD Expenditures, activities, and approval process for grants and other major budgeted projects
 - Discuss any recommended By-Laws Revisions
 - Updates on MDD projects for 2026, including Downtown Development, Feasibility Study, MDD properties, and other programs.
 - Priorities and Future goals for MDD

Topics discussed:

- Discussed feasibility study for hotel and indoor sports facility
- Discussed grant limits, and the need to change bylaws to allow MDD approval without City Council approval.
- Plans for currently owned property:
 - 204-208 S Main: tenant RFP is out to the public
 - 916 S Highway 377: will be demolished; discussed matching the facade with the proposed municipal complex.
 - Discussed plans for property owned in downtown area
 - Discussed requesting a concept plan for current MDD office and museum locations
- Discussed business interruptions and/or displacement of businesses from the expansion of highway 377, and new commercial property availability coming up on FM 2931 and McNatt and Frontier Parkway.
- Discussed cost impacts on small businesses and how the MDD or City can help.

The meeting was adjourned at 7:12 PM.

PASSED and APPROVED by the City Council of the City of Aubrey, Texas this 26th day of February, 2026.

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

City of Aubrey - Public Works



Jan. 2026 Activity Report

Water Production MG

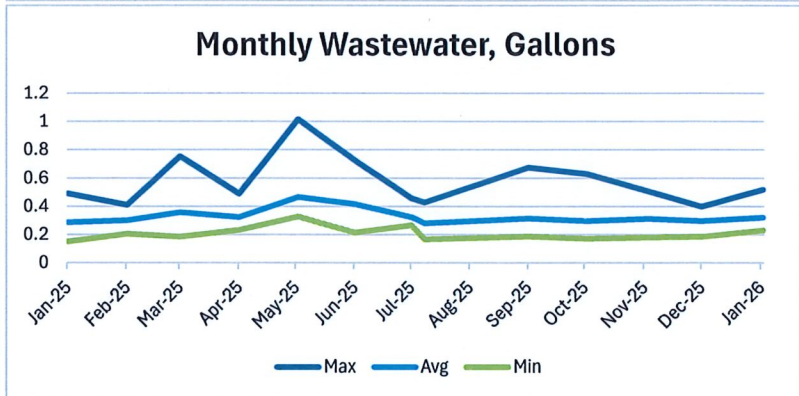
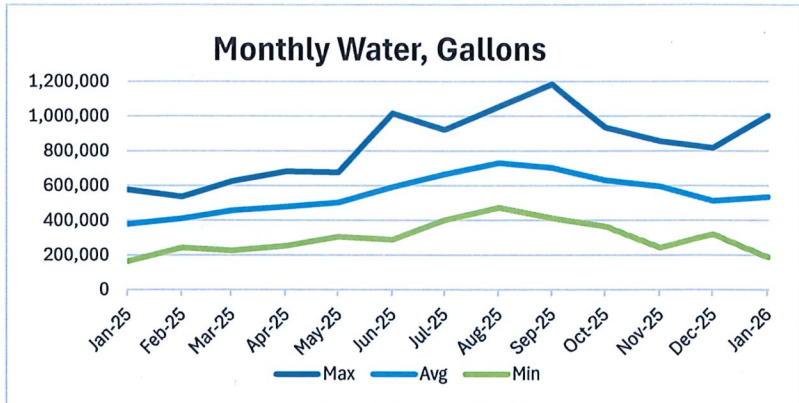
Jan-26	16,537,900
Dec-25	15,891,800
Nov-25	17,852,300
Daily Average Gal	558,689

Wastewater Treatment MG

Jan-26	9,594,000
Dec-25	8,832,000
Nov-25	9,342,000
Daily Average Gal	308,533

Work Orders

Water & Sewer Maintenance	48
Cut-offs Non Payment	6
Street/Parks	36
Line Locates	133
Billing and Meters	108
Total	331



Fees Collected

	Jan-26
Water Impact	\$123,384.00
Sewer Impact	\$219,650.00
Roadway Impact	\$59,252.82
Parks Fee	\$99,000.00
Total	\$501,286.82

Projects

Highpointe Commercial Area	Grading is complete.
HighPointe Phase 3	Final grading is underway.
HighPointe Phase 4A	Starting utilities.
HighPointe 4B	Grading is complete.
HighPointe East Phase 1	Work on final preparation.
HighPointe East Phase 2	Grading has started.
Rockhill Well	Awaiting pump submittal.
Rockhill Pump Station	Foundation work has began.
Veterans Park Phase 2	Beginning work on the monument sign. Contractor is finalizing last items of the punch list.
WinnRidge 1st Responder Park	Estimated completion week of 2/9/2026. Finalizing the last few items.
Sports Complex	No new updates at this time. Westwood is moving forward with design concept and plans.
Aubrey Heights	Installing storm drain inlets, franchise work, setting water meter boxes, adjusting valve
Palomino	Installing franchise utilities.
Saratoga	Gas contractors are installing gas mains on TXDOT ROW.
Blackjack/Dane Water Line	Water bore at Blackjack under tracks at Sherman has been completed. Job 90% complete.
Chaparral Ridge	Dirt continues to be moved, building house pads, cutting in streets and drainage ditches.
3.1 Water Line (Simmons Track)	Pothole for gaslines. Waiting for Atmos approval to cross.

City of Aubrey - Municipal Court Report

New Cases Filed	
January - Traffic	108
January - Non Traffic	6

Final Disposition	
January - Traffic	121
January - Non Traffic	3

Warrants	
Issued	0
Cleared	12
Pending	1285

Total Fines Collected	
January - State	\$11,045.00
January - City	\$16,786.00

Fiscal YTD Collected	
YTD - State	\$ 51,198.00
YTD - City	\$ 76,564.00



City of Aubrey - Police Department

January 2026 Statistical Report

Calls for Police Service		% + / -
January 2026	793	12%
January 2025	711	
YTD - 2026	793	12%
YTD - 2025	711	

Calls for Service - Dispatched		% + / -
January 2026	540	1%
January 2025	537	
YTD - 2026	540	1%
YTD - 2025	537	

Calls for Service - Officer Initiated		% + / -
January 2026	253	45%
January 2025	174	
YTD - 2026	253	45%
YTD - 2025	174	

Calls for Service By Area

Aubrey		% + / -
January 2026	192	-7%
January 2025	206	
YTD - 2026	192	-7%
YTD - 2025	206	

Providence Village		% + / -
January 2026	297	26%
January 2025	235	
YTD - 2026	297	26%
YTD - 2025	235	

Sandbrook		% + / -
January 2026	62	0%
January 2025	62	
YTD - 2026	62	0%
YTD - 2025	62	

Silverado		% + / -
January 2026	150	24%
January 2025	121	
YTD - 2026	150	24%
YTD - 2025	121	

Winn Ridge		% + / -
January 2026	70	3%
January 2025	68	
YTD - 2026	70	3%
YTD - 2025	68	

Outside ETJ		% + / -
January 2026	14	75%
January 2025	8	
YTD - 2026	14	75%
YTD - 2025	8	

Criminal Offenses/Arrests

Criminal Offenses		% + / -
January 2026	99	38%
January 2025	72	
YTD - 2026	99	38%
YTD - 2025	72	

Arrests		% + / -
January 2026	23	-43%
January 2025	40	
YTD - 2026	23	-43%
YTD - 2025	40	

Motor Vehicle Crashes - Aubrey

Non-Injury Crashes		% + / -
January 2026	8	33%
January 2025	6	
YTD - 2026	8	33%
YTD - 2025	6	

Injury Crashes		% + / -
January 2026	4	-33%
January 2025	6	
YTD - 2026	4	-33%
YTD - 2025	6	

Motor Vehicle Crashes - Providence Village

Non-Injury Crashes		% + / -
January 2026	5	67%
January 2025	3	
YTD - 2026	5	67%
YTD - 2025	3	

Injury Crashes		% + / -
January 2026	0	-100%
January 2025	2	
YTD - 2026	0	-100%
YTD - 2025	2	

Traffic Stops and Citations

Traffic Stops		% + / -
January 2026	610	-19%
January 2025	754	
YTD - 2026	610	-19%
YTD - 2025	754	

Warnings		% + / -
January 2026	533	-33%
January 2025	801	
YTD - 2026	533	-33%
YTD - 2025	801	

Total Citations		% + / -
January 2026	287	-22%
January 2025	366	
YTD - 2026	287	-22%
YTD - 2025	366	

Citations - Aubrey		% + / -
January 2026	152	-17%
January 2025	183	
YTD - 2026	152	-17%
YTD - 2025	183	

Citations - Providence Village		% + / -
January 2026	97	-31%
January 2025	141	
YTD - 2026	97	-31%
YTD - 2025	141	

Citations - JP 5		% + / -
January 2026	38	-10%
January 2025	42	
YTD - 2026	38	-10%
YTD - 2025	42	

Top 10 Calls

Top 10 Calls			
Type of Call	Providence Village	Aubrey	Total
Motorist Assist	28	61	89
Suspicious Activity	26	59	85
Disturbance	20	39	59
Alarm	16	36	52
Welfare Concern	14	35	49
911 Hangup	16	15	31
Traffic Crash	10	17	27
Noise Complaint	9	14	23
Road Blockage/ Hazard	9	11	20
Reckless Driver	4	15	19

Neighborhood Safety Initiative		% + / -
January 2026	20,975	84%
January 2025	11,390	
YTD - 2026	20,975	84%
YTD - 2025	11,390	

Providence Village Data

Close Patrols - Providence Village		% + / -
January 2026	5,303	36%
January 2025	3,904	
YTD - 2026	5,303	36%
YTD - 2025	3,904	

Walk Through - Providence Village		% + / -
January 2026	110	-7%
January 2025	118	
YTD - 2026	110	-7%
YTD - 2025	118	

Total - Providence Village		% + / -
January 2026	5,413	35%
January 2025	4,022	
YTD - 2026	5,413	35%
YTD - 2025	4,022	

Department Data

Percentage - Crime/Order Maintenance/Service Calls		
Top 10 Calls Total		454
Crime	29	6%
Service Calls	376	83%
Order Maintenance	49	11%
Reported Crime	99	12%

Authorized Strength		% + / -
Sworn - Authorized	37	89%
Sworn - Current	33	
Civilian Authorized	5	60%
Civilian - Current	3	

Criminal Investigations Statistical Data

CID Case Assignment		% + / -
January 2026	99	38%
January 2025	72	
YTD - 2026	99	38%
YTD - 2025	72	

Patrol Case Assignment		% + / -
January 2026	23	-43%
January 2025	40	
YTD - 2026	23	-43%
YTD - 2025	40	

CID Arrests		% + / -
January 2026	2	-33%
January 2025	3	
YTD - 2026	2	-33%
YTD - 2025	3	

Case Status - Cleared by Arrest		% + / -
January 2026	25	-38%
January 2025	40	
YTD - 2026	25	-38%
YTD - 2025	40	

Case Status - Suspended		% + / -
January 2026	43	87%
January 2025	23	
YTD - 2026	43	87%
YTD - 2025	23	

Case Status - Cleared by Exception		% + / -
January 2026	1	-75%
January 2025	4	
YTD - 2026	1	-75%
YTD - 2025	4	

Case Status - Unfounded		% + / -
January 2026	3	-1%
January 2025	4	
YTD - 2026	3	-25%
YTD - 2025	4	

Cases - Open		% + / -
Yearly Total	704	

MUNICIPAL SERVICES REPORT FOR JANUARY 2026

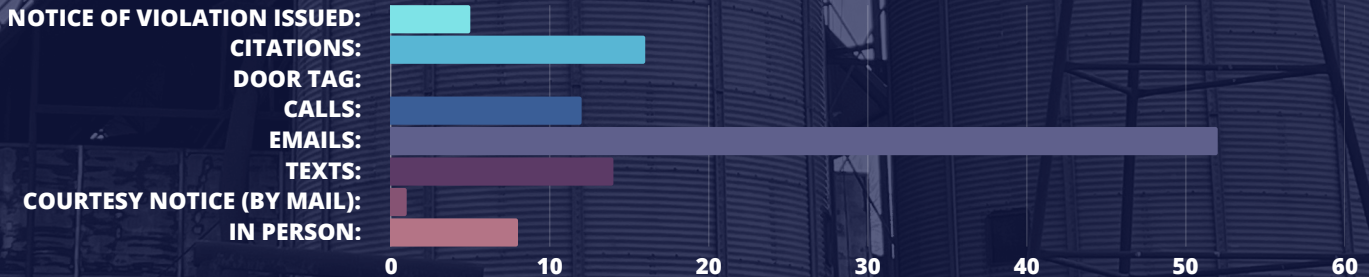
AUBREY VIOLATIONS



WINN RIDGE VIOLATIONS

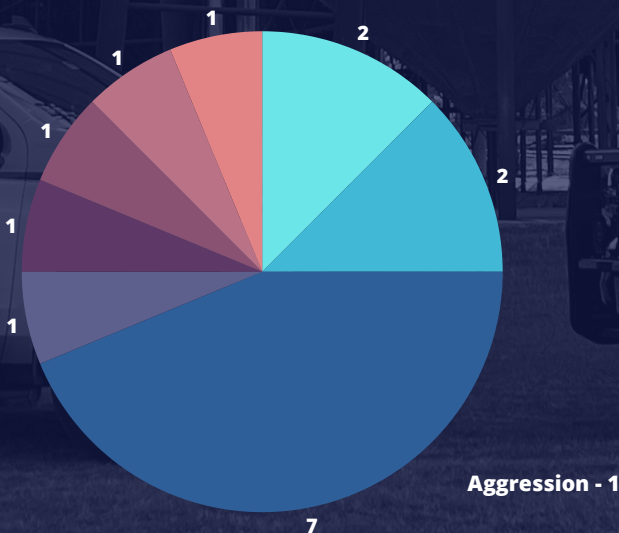


OFFICER COMMUNICATION WITH THE COMMUNITY

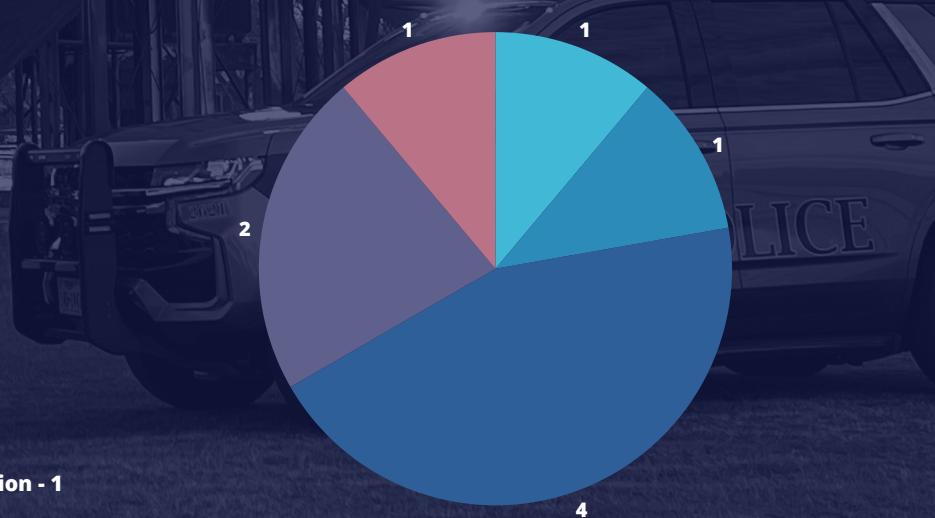


ANIMAL SERVICES IN AUBREY

KEY: Education, Animal Bite, Loose Animal, Patrol, Dead Animal, Public Intake, Sick or Injured, Welfare Check, Trapping



ANIMAL SERVICES IN WINN RIDGE





City of Aubrey
Departmental Report
Library

To: City Council Members

From: Brittany McLain, Library Director

RE: Departmental Report - Jan. 2026

Monthly Report			January 2026	Fiscal Year to date
People & Activity	New Cards Issued	98		353
	Number of Patrons	2525		10949
	Patrons per Hour (Average)	19		18
	Volunteer Hours / Persons	10/3		82.5
	Number of Days Open	17		77
	Number of Hours Open	136		628
Material Usage	Total Items checked out	9444		38758
	Items per Hour (Average)	69		62
	Adult Material Checked Out	1230		5147
	Juvenile Material Checked Out	6128		26721
	Self-Checkout Use	0		0
	Digital Materials Checked Out	2086		6890
	Interlibrary shipped	121		577
	Interlibrary received	94		530
	Reference	198		815
	Computer Sessions	170		704
	Computer Usage (hours)	138		553
Programs	Community Center Event Hrs	0		1.5
	Total Number of Programs	20		124
	Total Program Attendance	219		1736



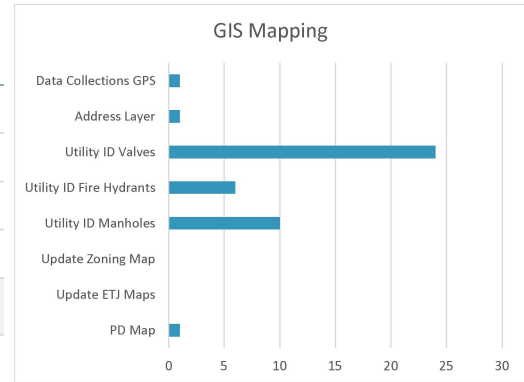
City of Aubrey - Development Services January 2026 Activity Report

No. Permits Issued

New Single Family	130
Residential Misc	54
Commercial	49
Plat, Re-Plat, Site Plan, or Variance	1
Total	234

Fees Collected

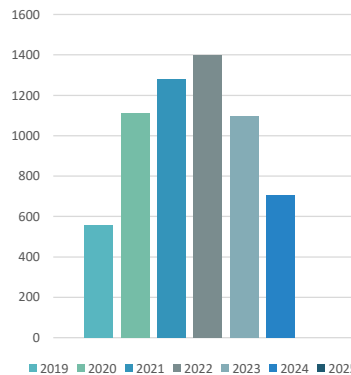
New Single Family	\$ 745,758.07
Residential Misc	\$ 19,077.00
Commercial	\$ 2,620.00
Variance or Zoning	\$ 7,375.00
Total	\$ 774,830.07



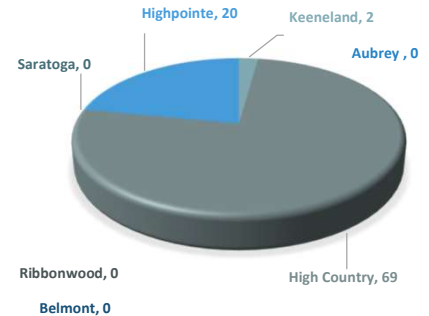
Annual New Single Family

2019	556
2020	1,113
2021	1,279
2022	1,400
2023	1,095
2024	706
2025	892
2026 YTD	91
2019 - 2026 Total:	7,041

New Single Family



PERMITS BY SUBDIVISION



Total House Count



Inspections



Location	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26
Aubrey Proper	1830	1865	1911	1917	1919	1919
Winn Ridge	1746	1746	1746	1746	1746	1746
Silverado & High Country	3723	3726	3761	3779	3811	3818
Aspen Meadows	312	312	312	312	312	312
Keeneland	164	171	173	175	177	183
Sandbrook	1787	1809	1821	1853	1874	1891
Highpointe	0	238	281	292	292	342
Belmont	0	0	16	28	34	45
Saratoga	0	0	0	0	0	0
Ribbonwood	0	0	0	0	0	0

Project Status

403 S. Main Street	Council made a motion to approve the Final Plat application for Lot 1, Block 1, AUB Office Addition, a proposed replat of Lot 82, Block 23, Map of the Town of Aubrey, together with an adjacent triangular tract described in Volume 481, Page 131 of the Deed Records of Denton County, Texas, and contains approximately 0.557 acres situated within the Dennis Cowan Survey, Abstract No. 304, City of Aubrey, Denton County, Texas. The purpose of the replat is to create a single lot and to dedicate a fire lane easement, water easement, and drainage and detention easement. (Applicant: SHAP, LLC)
403 S. Main Street	Council made a motion to approve with conditions a Site Plan application for office space use at 403 S. Main Street, an approximate 0.557 acre tract of land located within the Aubrey city limits. (Applicant: SHAP, LLC)



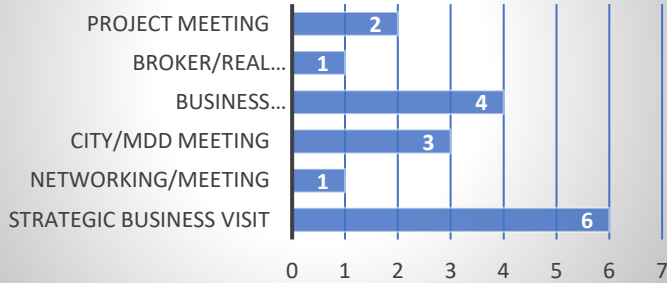
JANUARY 2026 STAFF REPORT

Aubrey Municipal Development District

Christine Gossett – Executive Director



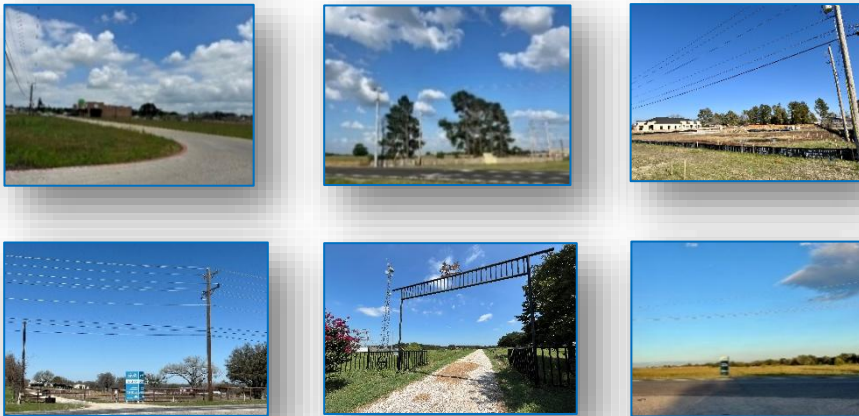
Business Development/Strategic Meetings/Visits



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

Combined commercial land for sale/lease 150 + acres in City and ETJ, with combined 15,000 +/- sq ft commercial space available for sale/lease. See Aubrey MDD Real Estate/Sites web page for details:

Real Estate & Maps – Aubrey Municipal Development District



Business Activity and Updates

- No new business Openings or Closings in January.

Project Updates:

- Kicked-Off Aubrey Local Business Accelerator.
- ICSC – prepared new materials and updates for the retail showcase event.
- Approved CSL for a combined Hotel and Indoor Sports Facility Feasibility Study to start in Spring 2026.
- Approved Econ Dev Incentive Policy
- On-Going:
 - 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: Continue progress on goals, projects, and updates to the workplan and timeline for 2025-26 Fiscal Year.

Marketing:

- Social Media/Facebook: On-going content management and posts on Aubrey MDD FB page. January's post on the Pit Crew Cycle Center on 1/20/2026 with 5,426 Views and 425 Engagements. MDD social media posts feature businesses, activities, events, and business education.
- Website Statistics: January '26 - 2,128 Visitors; December '25 - 1,186 Visitors; *467 Views; November '25 - 1,310 Visitors and 794 Views; *Due to site migration mid-December Views stat was incomplete.
- Commercial Development: On-going calls and meetings with prospective businesses and developers.

Sales & Use-Tax Allocation:

- Payment received in January 2026: \$113,606.70; (\$2,449.38 gross collections derived from audit payments.)



Updated deadline: Tenant RFPs for 204-208 S. Main Street in Aubrey are now due March 2, 2026.



Highest performing FB post was the small business feature on Pit Crew Cycle Center on 1/20/2026 with 5,426 Views and 425 Engagements.



Monthly Cash Activity

(Unaudited)

January 2026



Aubrey, TX

Cash Analysis Report

Account Summary

Date Range: 01/01/2026 - 01/31/2026

	Beginning Balance	Bank Drafts	Checks	Deposits	EFTs	SVC Charges	Interest	Misc / None	Net Change	Ending Balance	Avg Daily Bal
101 - GENERAL FUND											
101-1-1-000-00	2,433,171.38	0.00	0.00	744,131.68	0.00	0.00	8,224.39	-441,652.46	310,703.61	2,743,874.99	2,242,571.67
101-1-1-000-10	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	200.00
101-1-1-000-58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-1-1-000-84	6,176,451.12	0.00	0.00	0.00	0.00	0.00	0.00	589,166.95	589,166.95	6,765,618.07	6,547,062.36
101-1-1-000-90	5,325,501.55	0.00	0.00	0.00	0.00	0.00	0.00	146,634.77	146,634.77	5,472,136.32	5,409,231.14
101-1-3-000-80	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00	50,000.00
Fund 101 Total:	13,985,324.05	0.00	0.00	744,131.68	0.00	0.00	8,224.39	294,149.26	1,046,505.33	15,031,829.38	
201 - WATER FUND											
201-1-1-000-00	347,822.30	0.00	0.00	0.00	0.00	0.00	1,059.15	-28,444.77	-27,385.62	320,436.68	323,999.56
201-1-1-000-10	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	200.00
201-1-1-000-84	9,156,370.93	0.00	0.00	0.00	0.00	0.00	0.00	147,572.73	147,572.73	9,303,943.66	9,277,085.00
201-1-1-000-90	262,564.69	0.00	0.00	0.00	0.00	0.00	0.00	861.30	861.30	263,425.99	262,592.47
201-1-1-000-91	669,513.08	0.00	0.00	0.00	0.00	0.00	0.00	2,196.23	2,196.23	671,709.31	669,583.93
201-1-1-000-95	3,190,033.47	0.00	0.00	0.00	0.00	0.00	0.00	10,464.30	10,464.30	3,200,497.77	3,190,371.03
201-1-1-000-96	19,726,619.06	0.00	0.00	0.00	0.00	0.00	0.00	64,709.48	64,709.48	19,791,328.54	19,728,706.46
201-1-3-000-00	368,290.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	368,290.00	368,290.00
Fund 201 Total:	33,721,413.53	0.00	0.00	0.00	0.00	0.00	1,059.15	197,359.27	198,418.42	33,919,831.95	
202 - SEWER FUND											
202-1-1-000-84	20,396,111.39	0.00	0.00	0.00	0.00	0.00	0.00	2,632,517.03	2,632,517.03	23,028,628.42	21,269,063.00
202-1-1-000-91	871,900.32	0.00	0.00	0.00	0.00	0.00	0.00	2,860.12	2,860.12	874,760.44	871,992.58
202-1-1-000-92	31,630,926.47	0.00	0.00	0.00	0.00	0.00	0.00	-2,517,891.04	-2,517,891.04	29,113,035.43	30,796,166.49
Fund 202 Total:	52,898,938.18	0.00	0.00	0.00	0.00	0.00	0.00	117,486.11	117,486.11	53,016,424.29	
301 - DEBT SERVICE FUND											
301-1-1-000-00	1,549,412.15	0.00	0.00	534,968.42	0.00	0.00	5,990.50	90,580.51	631,539.43	2,180,951.58	1,713,292.99
301-1-1-000-84	-1,211,832.58	0.00	0.00	0.00	0.00	0.00	0.00	-420,225.05	-420,225.05	-1,632,057.63	-1,384,967.56
301-1-1-000-90	1,513,612.30	0.00	0.00	0.00	0.00	0.00	0.00	27,665.20	27,665.20	1,541,277.50	1,530,575.46
301-1-3-000-00	114,820.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	114,820.00	114,820.00
Fund 301 Total:	1,966,011.87	0.00	0.00	534,968.42	0.00	0.00	5,990.50	-301,979.34	238,979.58	2,204,991.45	
401 - SPECIAL REVENUE FUND											
401-1-1-000-00	47,914.45	0.00	0.00	0.00	0.00	0.00	156.59	0.00	156.59	48,071.04	47,919.50
401-1-1-000-70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-1-1-000-84	39,914.22	0.00	0.00	0.00	0.00	0.00	0.00	2,530.79	2,530.79	42,445.01	40,718.66
Fund 401 Total:	87,828.67	0.00	0.00	0.00	0.00	0.00	156.59	2,530.79	2,687.38	90,516.05	
403 - IMPACT FEES											

Cash Analysis Report

Date Range: 01/01/2026 - 01/31/2026

	Beginning Balance	Bank Drafts	Checks	Deposits	EFTs	SVC Charges	Interest	Misc / None	Net Change	Ending Balance	Avg Daily Bal
403-1-1-000-00	2,432,557.69	0.00	0.00	0.00	0.00	0.00	7,499.56	-336,086.86	-328,587.30	2,103,970.39	2,294,318.68
403-1-1-000-10	496,136.06	0.00	0.00	0.00	0.00	0.00	1,621.39	0.00	1,621.39	497,757.45	496,188.36
403-1-1-000-84	-2,479,023.57	0.00	0.00	0.00	0.00	0.00	0.00	336,086.86	336,086.86	-2,142,936.71	-2,340,542.64
Fund 403 Total:	449,670.18	0.00	0.00	0.00	0.00	0.00	9,120.95	0.00	9,120.95	458,791.13	
404 - DEVELOPMENT FEES											
404-1-1-000-00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
404-1-1-000-50	1,409,789.91	0.00	0.00	0.00	0.00	0.00	0.00	4,624.64	4,624.64	1,414,414.55	1,409,939.09
404-1-1-000-51	100.95	0.00	0.00	0.00	0.00	0.00	0.33	0.00	0.33	101.28	100.96
404-1-1-000-60	2,820,229.37	0.00	0.00	0.00	0.00	0.00	0.00	9,251.26	9,251.26	2,829,480.63	2,820,527.80
404-1-1-000-70	1,874,104.79	0.00	0.00	0.00	0.00	0.00	0.00	6,147.66	6,147.66	1,880,252.45	1,874,303.10
404-1-1-000-84	6,642,361.87	0.00	0.00	0.00	0.00	0.00	0.00	74,311.62	74,311.62	6,716,673.49	6,679,386.87
404-1-1-000-90	1,892.56	0.00	0.00	0.00	0.00	0.00	0.00	6.21	6.21	1,898.77	1,892.76
Fund 404 Total:	12,748,479.45	0.00	0.00	0.00	0.00	0.00	0.33	94,341.39	94,341.72	12,842,821.17	
405 - GRANT FUND											
405-1-1-000-00	920.70	0.00	0.00	0.00	0.00	0.00	3.01	0.00	3.01	923.71	920.80
405-1-1-000-84	70,752.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70,752.33	70,752.33
Fund 405 Total:	71,673.03	0.00	0.00	0.00	0.00	0.00	3.01	0.00	3.01	71,676.04	
406 - HOLDING ACCT DEV AGREEMTS											
406-1-1-000-00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
406-1-1-000-10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
406-1-1-000-84	336,410.18	0.00	0.00	0.00	0.00	0.00	0.00	-13,951.56	-13,951.56	322,458.62	332,664.11
Fund 406 Total:	336,410.18	0.00	0.00	0.00	0.00	0.00	0.00	-13,951.56	-13,951.56	322,458.62	
501 - CAPITAL PROJECTS FUND											
501-1-1-000-00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
501-1-1-000-55	259,780.58	0.00	0.00	0.00	0.00	0.00	0.00	852.17	852.17	260,632.75	259,808.07
501-1-1-000-56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
501-1-1-000-58	226,089.13	0.00	0.00	0.00	0.00	0.00	738.87	0.00	738.87	226,828.00	226,112.96
501-1-1-000-59	62.03	0.00	0.00	0.00	0.00	0.00	0.00	0.26	0.26	62.29	62.04
501-1-1-000-60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
501-1-1-000-61	73.37	0.00	0.00	0.00	0.00	0.00	0.00	0.27	0.27	73.64	73.38
501-1-1-000-62	5,983,850.90	0.00	0.00	0.00	0.00	0.00	0.00	-481,316.80	-481,316.80	5,502,534.10	5,839,170.64
501-1-1-000-63	971,191.81	0.00	0.00	0.00	0.00	0.00	0.00	-206,302.00	-206,302.00	764,889.81	900,308.51
501-1-1-000-64	43,259,063.80	0.00	0.00	0.00	0.00	0.00	0.00	-118,675.14	-118,675.14	43,140,388.66	43,188,053.22
501-1-1-000-84	-37,601,205.06	0.00	0.00	0.00	0.00	0.00	0.00	-2,729,810.86	-2,729,810.86	-40,331,015.92	-38,210,735.46
501-1-1-000-90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
501-1-3-000-00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fund 501 Total:	13,098,906.56	0.00	0.00	0.00	0.00	0.00	738.87	-3,535,252.10	-3,534,513.23	9,564,393.33	
701 - MDD											
701-1-1-000-00	2,290,199.53	-15,060.46	0.00	113,063.78	0.00	0.00	7,730.08	0.00	105,733.40	2,395,932.93	2,366,023.42
701-1-1-000-84	-59,840.06	0.00	0.00	0.00	0.00	0.00	0.00	-9,773.86	-9,773.86	-69,613.92	-62,998.20

Cash Analysis Report

Date Range: 01/01/2026 - 01/31/2026

	Beginning Balance	Bank Drafts	Checks	Deposits	EFTs	SVC Charges	Interest	Misc / None	Net Change	Ending Balance	Avg Daily Bal
701-1-1-000-90	1,719,210.88	0.00	0.00	0.00	0.00	0.00	0.00	5,639.54	5,639.54	1,724,850.42	1,719,392.80
Fund 701 Total:	3,949,570.35	-15,060.46	0.00	113,063.78	0.00	0.00	7,730.08	-4,134.32	101,599.08	4,051,169.43	
801 - EMPLOYEE BENEFIT TRUST											
801-1-1-000-00	704,881.78	-124,309.53	0.00	85,678.89	0.00	0.00	2,464.13	-15,638.83	-51,805.34	653,076.44	742,132.99
801-1-1-000-84	-67,598.32	0.00	0.00	0.00	0.00	0.00	0.00	84,716.32	84,716.32	17,118.00	-51,390.25
Fund 801 Total:	637,283.46	-124,309.53	0.00	85,678.89	0.00	0.00	2,464.13	69,077.49	32,910.98	670,194.44	
901 - POOLED CASH FUND											
901-1-1-000-00	2,097,360.72	-4,164,385.55	-925,333.08	5,697,916.80	-398,567.58	0.00	10,433.34	292,629.11	512,693.04	2,610,053.76	2,772,521.15
Fund 901 Total:	2,097,360.72	-4,164,385.55	-925,333.08	5,697,916.80	-398,567.58	0.00	10,433.34	292,629.11	512,693.04	2,610,053.76	

Fund Summary

Fund	Beginning Balance	Bank Drafts	Checks	Deposits	EFTs	SVC Charges	Interest	Misc / None	Net Change	Ending Balance
101	13,985,324.05	0.00	0.00	744,131.68	0.00	0.00	8,224.39	294,149.26	1,046,505.33	15,031,829.38
201	33,721,413.53	0.00	0.00	0.00	0.00	0.00	1,059.15	197,359.27	198,418.42	33,919,831.95
202	52,898,938.18	0.00	0.00	0.00	0.00	0.00	0.00	117,486.11	117,486.11	53,016,424.29
301	1,966,011.87	0.00	0.00	534,968.42	0.00	0.00	5,990.50	-301,979.34	238,979.58	2,204,991.45
401	87,828.67	0.00	0.00	0.00	0.00	0.00	156.59	2,530.79	2,687.38	90,516.05
403	449,670.18	0.00	0.00	0.00	0.00	0.00	9,120.95	0.00	9,120.95	458,791.13
404	12,748,479.45	0.00	0.00	0.00	0.00	0.00	0.33	94,341.39	94,341.72	12,842,821.17
405	71,673.03	0.00	0.00	0.00	0.00	0.00	3.01	0.00	3.01	71,676.04
406	336,410.18	0.00	0.00	0.00	0.00	0.00	0.00	-13,951.56	-13,951.56	322,458.62
501	13,098,906.56	0.00	0.00	0.00	0.00	0.00	738.87	-3,535,252.10	-3,534,513.23	9,564,393.33
701	3,949,570.35	-15,060.46	0.00	113,063.78	0.00	0.00	7,730.08	-4,134.32	101,599.08	4,051,169.43
801	637,283.46	-124,309.53	0.00	85,678.89	0.00	0.00	2,464.13	69,077.49	32,910.98	670,194.44
901	2,097,360.72	-4,164,385.55	-925,333.08	5,697,916.80	-398,567.58	0.00	10,433.34	292,629.11	512,693.04	2,610,053.76
Report Total:	136,048,870.23	-4,303,755.54	-925,333.08	7,175,759.57	-398,567.58	0.00	45,921.34	-2,787,743.90	-1,193,719.19	134,855,151.04



Revenue/Expense by Fund

(Unaudited)

January 2026



Aubrey, TX

Income Statement Account Summary

For Fiscal: 10/2025-09/2026 Period Ending: 01/31/2026

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 101 - GENERAL FUND						
Revenue						
Fund: 101 - GENERAL FUND						
Department: 000 - Non-Departmental						
101-4-000-01-4400	Court Fines and fees	155,000.00	155,000.00	28,023.23	50,761.81	104,238.19
101-4-000-01-4410	Warrant Income	4,000.00	4,000.00	250.00	1,101.28	2,898.72
101-4-000-02-4100	Property Taxes	3,200,000.00	3,200,000.00	489,668.17	2,447,837.69	752,162.31
101-4-000-02-4130	Sales Taxes	2,750,000.00	2,750,000.00	218,196.81	841,582.15	1,908,417.85
101-4-000-02-4140	Franchise Tax-Electric	353,000.00	353,000.00	78,338.31	185,915.00	167,085.00
101-4-000-02-4141	Franchise Tax-Gas	37,500.00	37,500.00	4,667.24	7,720.60	29,779.40
101-4-000-02-4142	Franchise Tax-Telephone	4,000.00	4,000.00	77.52	871.79	3,128.21
101-4-000-02-4143	Franchise Tax-Cable TV	10,000.00	10,000.00	491.52	2,586.19	7,413.81
101-4-000-02-4144	Franchise Tax-Water	567,000.00	567,000.00	25,073.38	93,548.40	473,451.60
101-4-000-02-4145	Franchise Tax-Sewer	75,000.00	75,000.00	22,387.61	22,387.61	52,612.39
101-4-000-02-4146	Franchise Tax-Garbage	408,469.00	408,469.00	31,262.30	126,750.39	281,718.61
101-4-000-03-4391	Grants - Police	137,200.00	137,200.00	0.00	6,846.32	130,353.68
101-4-000-04-4393	Donations-Library	3,000.00	3,000.00	3,135.04	3,826.61	-826.61
101-4-000-06-4104	Aspen Meadow Police	92,700.00	92,700.00	4,043.00	27,227.77	65,472.23
101-4-000-06-4316	Providence Village WCID	605,000.00	605,000.00	51,280.00	142,220.00	462,780.00
101-4-000-06-4318	DC FWSD # 10 Elm Ridge	820,000.00	820,000.00	53,839.44	167,251.30	652,748.70
101-4-000-06-4401	Providence Village Police	1,822,347.00	1,822,347.00	156,184.50	468,553.50	1,353,793.50
101-4-000-06-4402	Silverado Police	1,200,600.00	1,200,600.00	50,063.00	331,811.85	868,788.15
101-4-000-06-4403	Sandbrock Police	568,650.00	568,650.00	24,765.00	190,638.62	378,011.38
101-4-000-06-4404	DISD SRO	132,670.00	132,670.00	33,164.92	66,329.84	66,340.16
101-4-000-06-4407	Pilot Point Police	0.00	0.00	0.00	2,112.00	-2,112.00
101-4-000-06-4420	Accident Reports	500.00	500.00	108.00	414.00	86.00
101-4-000-06-4480	Library fines & fees	700.00	700.00	149.99	521.81	178.19
101-4-000-06-4481	Public Services - copies, fax,	2,000.00	2,000.00	164.55	1,705.00	295.00
101-4-000-06-4482	Denton Co Library Pledge	31,400.00	31,400.00	0.00	0.00	31,400.00
101-4-000-06-4483	Krugerville Library ILA	10,000.00	10,000.00	0.00	0.00	10,000.00
101-4-000-06-4485	Providence Village Library ILA	36,200.00	36,200.00	0.00	0.00	36,200.00
101-4-000-06-4486	Silverado Library Fee	18,000.00	18,000.00	0.00	0.00	18,000.00
101-4-000-06-4501	Community Building rental	2,500.00	2,500.00	0.00	0.00	2,500.00
101-4-000-06-4730	Denton County Pledge Fire	1,062,465.00	1,062,465.00	969,569.00	969,569.00	92,896.00
101-4-000-06-4736	Belmont Police	0.00	0.00	0.00	418.07	-418.07
101-4-000-06-4737	Belmont Fire	0.00	0.00	0.00	522.63	-522.63
101-4-000-06-4741	Krugerville ILA Fire	167,635.00	167,635.00	45,790.00	45,790.00	121,845.00
101-4-000-06-4742	Silverado Fire	1,386,720.00	1,386,720.00	57,765.00	395,936.40	990,783.60
101-4-000-06-4744	Sandbrock Fire	375,503.00	375,503.00	4,095.75	105,284.99	270,218.01
101-4-000-06-4745	Aspen Meadow Fire	111,240.00	111,240.00	4,665.00	32,487.22	78,752.78
101-4-000-06-4749	Insurance Billing EMS	1,500,000.00	1,500,000.00	154,570.20	558,917.11	941,082.89
101-4-000-07-4200	Building Permits	1,200,000.00	1,200,000.00	79,978.51	429,533.93	770,466.07
101-4-000-07-4210	Plan Review fees	1,719,638.00	1,719,638.00	87,363.70	474,135.53	1,245,502.47
101-4-000-07-4220	Inspection fees	225,000.00	225,000.00	12,655.00	43,355.00	181,645.00
101-4-000-07-4225	Street Inspection Fees	400,000.00	400,000.00	0.00	0.00	400,000.00
101-4-000-07-4250	Contractor registration	4,000.00	4,000.00	495.00	3,410.00	590.00
101-4-000-07-4260	Other Permit fee	7,000.00	7,000.00	2,410.00	9,300.00	-2,300.00
101-4-000-07-4290	Health Permits	15,000.00	15,000.00	2,000.00	8,800.00	6,200.00
101-4-000-07-4310	Demolition Permits	500.00	500.00	450.00	450.00	50.00
101-4-000-07-4320	Sign Permit	500.00	500.00	100.00	300.00	200.00
101-4-000-07-4330	Solicitation permit	200.00	200.00	0.00	0.00	200.00
101-4-000-09-4430	All Admin Fees	128,540.00	128,540.00	9,670.00	76,180.00	52,360.00
101-4-000-09-4435	City Event Fees	80,000.00	80,000.00	3,576.24	30,750.41	49,249.59

Income Statement

For Fiscal: 10/2025-09/2026 Period Ending: 01/31/2026

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
101-4-000-09-4500	Interest Income	450,000.00	450,000.00	36,398.68	121,037.52	328,962.48
101-4-000-09-4540	Other Income	0.00	0.00	0.00	181.00	-181.00
101-4-000-09-4542	CITI CARD REBATE	0.00	0.00	0.00	4,183.90	-4,183.90
101-4-000-09-4543	102 Sycamore Rent	0.00	0.00	1,245.00	2,445.00	-2,445.00
101-4-000-09-4544	104 Sycamore Rent	0.00	0.00	1,600.00	3,200.00	-3,200.00
101-4-000-09-4550	Gain on sale of assets	40,000.00	40,000.00	0.00	1,150.00	38,850.00
101-4-000-09-4800	Insurance Proceeds	0.00	0.00	216,350.66	218,119.49	-218,119.49
101-4-000-09-5626	Transfer In Fire Fund	200,000.00	200,000.00	0.00	0.00	200,000.00
101-4-000-09-5628	Transfer In CO 2025	300,000.00	300,000.00	0.00	0.00	300,000.00
Department: 000 - Non-Departmental Total:		22,421,377.00	22,421,377.00	2,966,081.27	8,725,978.73	13,695,398.27
Fund: 101 - GENERAL FUND Total:		22,421,377.00	22,421,377.00	2,966,081.27	8,725,978.73	13,695,398.27
Revenue Total:		22,421,377.00	22,421,377.00	2,966,081.27	8,725,978.73	13,695,398.27

Expense

Fund: 101 - GENERAL FUND

Department: 101 - Administration

101-5-101-01-5101	Salaries	666,650.00	666,650.00	51,977.40	208,172.24	458,477.76
101-5-101-01-5105	Overtime	5,000.00	5,000.00	43.86	1,189.69	3,810.31
101-5-101-01-5106	Longevity	1,350.00	1,350.00	0.00	1,400.00	-50.00
101-5-101-01-5107	Retirement - TMRS	104,113.00	104,113.00	6,785.50	30,105.85	74,007.15
101-5-101-01-5108	Payroll Tax Expense (medicare)	9,759.00	9,759.00	720.72	3,256.22	6,502.78
101-5-101-01-5109	Group Health Insurance	71,266.00	71,266.00	6,253.56	27,732.94	43,533.06
101-5-101-01-5110	Workers Comp TML	1,920.00	1,920.00	1,739.05	2,009.17	-89.17
101-5-101-01-5621	Travel & Training	13,000.00	13,000.00	465.00	10,352.86	2,647.14
101-5-101-03-5050	Office Supplies	15,000.00	15,000.00	1,534.16	8,885.66	6,114.34
101-5-101-03-5081	Uniforms	1,000.00	1,000.00	2,865.62	3,167.12	-2,167.12
101-5-101-03-5090	Postage	1,500.00	1,500.00	243.58	1,823.93	-323.93
101-5-101-04-5120	Building Maintenance	30,000.00	30,000.00	3,311.52	12,370.72	17,629.28
101-5-101-04-5121	Equipment Maintenance	500.00	500.00	2,006.97	2,006.97	-1,506.97
101-5-101-04-5122	Vehicle Maintenance	1,000.00	1,000.00	26.00	1,366.41	-366.41
101-5-101-05-5616	Utilities -Electricity	3,000.00	3,000.00	0.00	482.47	2,517.53
101-5-101-05-5617	Utilities -Gas	2,500.00	2,500.00	234.61	582.63	1,917.37
101-5-101-05-5618	Utilities -Telephone	16,000.00	16,000.00	1,274.84	5,138.36	10,861.64
101-5-101-05-5619	Utilities -Water/Sewer	4,000.00	4,000.00	305.99	1,347.65	2,652.35
101-5-101-06-5060	Election Services	15,000.00	15,000.00	0.00	0.00	15,000.00
101-5-101-06-5230	Contract Labor	1,000.00	1,000.00	29.00	244.50	755.50
101-5-101-06-5300	Benefits Administration	26,400.00	26,400.00	2,201.45	8,801.55	17,598.45
101-5-101-06-5620	Legal & Professional	350,000.00	350,000.00	76,390.42	224,100.25	125,899.75
101-5-101-06-5685	Storage Building	2,500.00	2,500.00	344.00	1,204.00	1,296.00
101-5-101-07-5150	Printing	15,000.00	15,000.00	0.00	119.02	14,880.98
101-5-101-07-5190	Insurance - TML	11,000.00	11,000.00	0.00	4,815.48	6,184.52
101-5-101-07-5220	Advertising & Notices	4,800.00	4,800.00	543.10	1,828.92	2,971.08
101-5-101-07-5260	Dues and Membership	9,000.00	9,000.00	-493.62	3,020.48	5,979.52
101-5-101-07-5280	Copier Maintenance contract	10,000.00	10,000.00	820.00	3,773.28	6,226.72
101-5-101-07-5320	Appraisal District Fees	39,270.00	39,270.00	0.00	9,940.92	29,329.08
101-5-101-07-5540	Bond Insurance	1,407.00	1,407.00	0.00	0.00	1,407.00
101-5-101-07-5665	Technology	125,000.00	125,000.00	34,325.49	108,105.40	16,894.60
101-5-101-07-5666	Bank Fees	5,000.00	5,000.00	0.00	30.00	4,970.00
101-5-101-09-5130	Community Development	15,000.00	15,000.00	131.85	4,835.54	10,164.46
101-5-101-09-5131	Meetings	5,000.00	5,000.00	342.47	1,076.18	3,923.82
101-5-101-09-5133	Marketing & Promotions	5,000.00	5,000.00	0.00	156.96	4,843.04
101-5-101-09-5134	Council Reimbursable Expenses	4,000.00	4,000.00	0.00	0.00	4,000.00

Department: 101 - Administration Total: 1,591,935.00 1,591,935.00 194,422.54 693,443.37 898,491.63

Department: 102 - Police Department

101-5-102-01-5101	Salaries	3,580,132.00	3,580,132.00	247,630.75	1,040,787.90	2,539,344.10
101-5-102-01-5105	Overtime	136,885.00	136,885.00	5,580.79	53,529.51	83,355.49
101-5-102-01-5106	Longevity	5,200.00	5,200.00	0.00	4,500.00	700.00
101-5-102-01-5107	Retirement - TMRS	575,827.00	575,827.00	32,941.47	161,438.77	414,388.23
101-5-102-01-5108	Payroll Tax Expense (medicare)	53,972.00	53,972.00	3,522.50	17,666.00	36,306.00

Income Statement

For Fiscal: 10/2025-09/2026 Period Ending: 01/31/2026

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
101-5-102-01-5109	Group Health Insurance	496,546.00	496,546.00	40,625.16	180,155.00	316,391.00
101-5-102-01-5110	Workers Comp TML	107,088.00	107,088.00	56,265.42	68,437.29	38,650.71
101-5-102-01-5621	Travel & Training	64,907.00	64,907.00	16,037.87	31,269.49	33,637.51
101-5-102-03-5050	Office Supplies	18,075.00	18,075.00	828.02	7,986.12	10,088.88
101-5-102-03-5051	Printing	5,000.00	5,000.00	0.00	559.00	4,441.00
101-5-102-03-5080	Gas & Oil	175,000.00	175,000.00	9,959.46	54,764.80	120,235.20
101-5-102-03-5081	Uniforms	54,812.00	54,812.00	4,960.85	20,958.55	33,853.45
101-5-102-03-5082	Ballistic Vests	14,859.00	14,859.00	0.00	5,290.80	9,568.20
101-5-102-03-5090	Postage	3,000.00	3,000.00	149.73	620.25	2,379.75
101-5-102-04-5120	Building Maintenance	32,000.00	32,000.00	20,524.80	53,363.95	-21,363.95
101-5-102-04-5121	Equipment Maintenance	7,250.00	7,250.00	35.97	637.74	6,612.26
101-5-102-04-5122	Vehicle Maintenance	70,500.00	70,500.00	6,889.43	28,188.95	42,311.05
101-5-102-05-5616	Utilities -Electricity	13,500.00	13,500.00	2,743.35	5,069.94	8,430.06
101-5-102-05-5617	Utilities -Gas	500.00	500.00	0.00	0.00	500.00
101-5-102-05-5618	Utilities -Telephone	35,665.00	35,665.00	773.21	9,456.10	26,208.90
101-5-102-05-5619	Utilities -Water/Sewer	6,600.00	6,600.00	142.08	550.42	6,049.58
101-5-102-06-5240	Drug testing/background check	2,800.00	2,800.00	1,380.00	2,279.50	520.50
101-5-102-06-5610	Power DMS	29,259.00	29,259.00	0.00	17,026.00	12,233.00
101-5-102-06-5620	Legal and Professional	43,550.00	43,550.00	2,725.00	7,920.78	35,629.22
101-5-102-06-5621	Childrens' Advocacy Center	10,500.00	10,500.00	0.00	0.00	10,500.00
101-5-102-06-5685	Storage Building - Wilson	540.00	540.00	0.00	0.00	540.00
101-5-102-06-5690	Forensic Testing	26,510.00	26,510.00	0.00	0.00	26,510.00
101-5-102-07-5190	Insurance - TML	94,000.00	94,000.00	0.00	22,019.04	71,980.96
101-5-102-07-5220	Advertising & Notices	300.00	300.00	0.00	85.00	215.00
101-5-102-07-5260	Dues and Memberships	2,855.00	2,855.00	175.27	892.47	1,962.53
101-5-102-07-5280	Maintenance contracts	132,318.00	132,318.00	8,729.00	29,815.25	102,502.75
101-5-102-07-5665	Technology	31,618.00	31,618.00	4,024.75	12,614.16	19,003.84
101-5-102-08-5070	Police Supplies	27,974.00	27,974.00	2,403.29	9,718.01	18,255.99
101-5-102-08-5071	Communications Supplies	16,287.00	16,287.00	0.00	129.27	16,157.73
101-5-102-08-5072	Promotional Supplies	15,440.00	15,440.00	0.00	4,482.00	10,958.00
101-5-102-08-5625	Ammo/Firearms/Safety Equipment	46,962.00	46,962.00	-25.00	45,675.34	1,286.66
101-5-102-08-5686	Flock Cameras	72,000.00	72,000.00	18,000.00	57,500.00	14,500.00
101-5-102-08-5687	Denton Cty Communications	95,643.00	95,643.00	0.00	49,471.56	46,171.44
101-5-102-08-5688	Code Compliance	31,651.00	31,651.00	0.00	342.32	31,308.68
101-5-102-09-5131	Meetings	2,160.00	2,160.00	0.00	97.00	2,063.00
101-5-102-09-5133	Marketing & Promotions	0.00	0.00	228.79	507.29	-507.29
101-5-102-09-5685	Capital - equipment	0.00	0.00	0.00	63,893.90	-63,893.90
Department: 102 - Police Department Total:		6,139,685.00	6,139,685.00	487,251.96	2,069,699.47	4,069,985.53
Department: 103 - Fire Department						
101-5-103-01-5101	Salaries	5,584,846.00	5,584,846.00	420,491.23	1,711,284.16	3,873,561.84
101-5-103-01-5105	Overtime	500,000.00	500,000.00	71,993.40	364,750.28	135,249.72
101-5-103-01-5106	Longevity	11,650.00	11,650.00	0.00	10,850.00	800.00
101-5-103-01-5107	Retirement - TMRS	943,128.00	943,128.00	64,063.46	305,281.15	637,846.85
101-5-103-01-5108	Payroll Tax Expense (medicare)	88,399.00	88,399.00	6,939.77	33,816.98	54,582.02
101-5-103-01-5109	Group Health Insurance	736,411.00	736,411.00	70,204.50	304,282.53	432,128.47
101-5-103-01-5110	Workers Comp TML	170,000.00	170,000.00	78,357.05	101,278.81	68,721.19
101-5-103-01-5621	Travel/Training	88,500.00	88,500.00	3,510.69	17,148.47	71,351.53
101-5-103-03-5050	Office Supplies	10,800.00	10,800.00	3,094.34	5,835.91	4,964.09
101-5-103-03-5080	Gas & Oil	137,250.00	137,250.00	5,068.29	31,754.92	105,495.08
101-5-103-03-5081	Uniforms	153,886.00	153,886.00	273.95	48,949.40	104,936.60
101-5-103-03-5090	Postage	200.00	200.00	0.00	158.10	41.90
101-5-103-03-5150	Office Supplies Former	0.00	0.00	7,875.92	14,619.70	-14,619.70
101-5-103-03-5155	Supplies - Medic	215,000.00	215,000.00	14,099.13	114,243.44	100,756.56
101-5-103-04-5120	Building Maintenance	65,000.00	65,000.00	9,082.85	40,772.57	24,227.43
101-5-103-04-5121	Equipment Maintenance	325,000.00	325,000.00	3,194.96	29,444.66	295,555.34
101-5-103-04-5122	Vehicle Maintenance	180,000.00	180,000.00	22,078.41	86,288.80	93,711.20
101-5-103-05-5616	Utilities -Electricity	30,000.00	30,000.00	3,279.85	25,281.29	4,718.71
101-5-103-05-5617	Utilities -Gas	8,200.00	8,200.00	0.00	2,171.64	6,028.36
101-5-103-05-5618	Utilities -Telephone	27,980.00	27,980.00	2,491.52	10,081.71	17,898.29

Income Statement

For Fiscal: 10/2025-09/2026 Period Ending: 01/31/2026

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
101-5-103-05-5619	Utilities -Water/Sewer	9,000.00	9,000.00	1,379.37	7,099.42	1,900.58
101-5-103-05-5620	Direct TV Navo	0.00	0.00	146.83	648.80	-648.80
101-5-103-06-5620	Legal and Professional	50,000.00	50,000.00	0.00	7,690.70	42,309.30
101-5-103-06-5658	Fire Extinguishers	450.00	450.00	0.00	402.00	48.00
101-5-103-07-5190	Insurance - TML	86,250.00	86,250.00	0.00	35,951.67	50,298.33
101-5-103-07-5260	Dues and Memberships	12,400.00	12,400.00	526.64	12,386.53	13.47
101-5-103-07-5280	Copier Maintenance Contract	2,000.00	2,000.00	140.00	757.74	1,242.26
101-5-103-07-5665	Technology	40,000.00	40,000.00	10,702.11	17,848.97	22,151.03
101-5-103-08-5070	Firefighting Supplies	82,000.00	82,000.00	1,132.70	35,205.34	46,794.66
101-5-103-08-5687	Denton Cty Communications	51,417.00	51,417.00	0.00	30,460.06	20,956.94
101-5-103-09-5131	Meetings	3,600.00	3,600.00	83.75	1,199.98	2,400.02
101-5-103-09-5132	Employee Appreciation	5,000.00	5,000.00	255.50	255.50	4,744.50
101-5-103-09-5133	Marketing & Promotions	0.00	0.00	0.00	41.97	-41.97
Department: 103 - Fire Department Total:		9,618,367.00	9,618,367.00	800,466.22	3,408,243.20	6,210,123.80
Department: 104 - Engineering						
101-5-104-01-5101	Salaries	304,292.00	304,292.00	21,721.09	58,844.71	245,447.29
101-5-104-01-5105	Overtime	11,500.00	11,500.00	755.86	1,383.13	10,116.87
101-5-104-01-5106	Longevity	300.00	300.00	0.00	300.00	0.00
101-5-104-01-5107	Retirement - TMRS	48,899.00	48,899.00	2,936.33	7,983.50	40,915.50
101-5-104-01-5108	Payroll Tax Expense (medicare)	4,583.00	4,583.00	317.10	862.99	3,720.01
101-5-104-01-5109	Group Health Insurance	47,510.00	47,510.00	3,732.32	9,914.95	37,595.05
101-5-104-01-5110	Workers Comp TML	5,750.00	5,750.00	2,387.68	2,387.68	3,362.32
101-5-104-03-5050	Office Supplies	0.00	0.00	3,573.20	8,875.99	-8,875.99
101-5-104-03-5080	Gas & oil	0.00	0.00	1,254.24	3,091.52	-3,091.52
101-5-104-03-5081	Uniforms	0.00	0.00	217.94	990.49	-990.49
101-5-104-04-5122	Vehicle maintenance	0.00	0.00	725.00	5,563.15	-5,563.15
101-5-104-06-5620	Legal and Professional	0.00	0.00	0.00	8,595.86	-8,595.86
101-5-104-07-5260	Dues and Memberships	0.00	0.00	19.47	243.32	-243.32
Department: 104 - Engineering Total:		422,834.00	422,834.00	37,640.23	109,037.29	313,796.71
Department: 105 - Streets Department						
101-5-105-01-5101	Salaries	153,800.00	153,800.00	8,897.13	40,399.32	113,400.68
101-5-105-01-5105	Overtime	0.00	0.00	959.18	6,145.48	-6,145.48
101-5-105-01-5106	Longevity	200.00	200.00	0.00	100.00	100.00
101-5-105-01-5107	Retirement - TMRS	23,824.00	23,824.00	1,284.48	7,453.93	16,370.07
101-5-105-01-5108	Payroll Tax Expense (medicare)	2,233.00	2,233.00	140.48	837.65	1,395.35
101-5-105-01-5109	Group Health Insurance	23,755.00	23,755.00	2,171.68	12,000.82	11,754.18
101-5-105-01-5110	Workers Comp TML	1,000.00	1,000.00	4,926.06	5,504.89	-4,504.89
101-5-105-01-5121	Travel & Training	0.00	0.00	83.34	541.51	-541.51
101-5-105-03-5050	Office Supplies	2,000.00	2,000.00	0.00	189.32	1,810.68
101-5-105-03-5080	Gas & Oil	8,251.00	8,251.00	1,344.63	4,203.59	4,047.41
101-5-105-03-5081	Uniforms	2,500.00	2,500.00	414.84	2,637.38	-137.38
101-5-105-03-5607	Rock, Sand and Gravel	25,000.00	25,000.00	0.00	2,924.55	22,075.45
101-5-105-03-5608	Chemicals Purchased	4,000.00	4,000.00	0.00	0.00	4,000.00
101-5-105-03-5630	Tools	5,000.00	5,000.00	0.00	1,736.23	3,263.77
101-5-105-04-5121	Equipment Maintenance	10,000.00	10,000.00	1,640.59	5,924.53	4,075.47
101-5-105-04-5122	Vehicle Maintenance	12,000.00	12,000.00	515.46	1,254.71	10,745.29
101-5-105-04-5609	Street Signs	40,000.00	40,000.00	15,200.00	19,333.17	20,666.83
101-5-105-04-5629	Street maintenance	20,000.00	20,000.00	0.00	5,193.96	14,806.04
101-5-105-05-5616	Utilities - Electricity	49,270.00	49,270.00	2,218.28	21,880.38	27,389.62
101-5-105-06-5620	Legal and Professional	15,000.00	15,000.00	2,850.00	2,850.00	12,150.00
101-5-105-07-5190	Insurance - TML	2,900.00	2,900.00	0.00	674.82	2,225.18
101-5-105-07-5220	Advertising & Public Notices	250.00	250.00	0.00	0.00	250.00
101-5-105-07-5260	Dues and Memberships	650.00	650.00	0.00	0.00	650.00
101-5-105-07-5665	Technology	3,000.00	3,000.00	0.00	0.00	3,000.00
Department: 105 - Streets Department Total:		404,633.00	404,633.00	42,646.15	141,786.24	262,846.76
Department: 107 - Development Services						
101-5-107-01-5101	Salaries	707,622.00	707,622.00	47,136.69	182,509.04	525,112.96
101-5-107-01-5105	Overtime	11,000.00	11,000.00	1,234.49	3,173.95	7,826.05

Income Statement

For Fiscal: 10/2025-09/2026 Period Ending: 01/31/2026

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
101-5-107-01-5106	Longevity	900.00	900.00	0.00	850.00	50.00
101-5-107-01-5107	Retirement - TMRS	111,310.00	111,310.00	6,297.85	27,373.38	83,936.62
101-5-107-01-5108	Payroll Tax Expense (medicare)	10,433.00	10,433.00	676.73	3,008.40	7,424.60
101-5-107-01-5109	Group Health Insurance	106,898.00	106,898.00	8,639.44	37,776.46	69,121.54
101-5-107-01-5110	Workers Comp TML	14,148.00	14,148.00	5,231.34	6,757.53	7,390.47
101-5-107-01-5621	Travel/Training	10,000.00	10,000.00	674.89	3,806.30	6,193.70
101-5-107-03-5050	Office Supplies	7,000.00	7,000.00	231.84	1,181.58	5,818.42
101-5-107-03-5080	Gas & Oil	3,000.00	3,000.00	246.94	1,825.00	1,175.00
101-5-107-03-5081	Uniforms	600.00	600.00	0.00	694.48	-94.48
101-5-107-03-5090	Postage	1,500.00	1,500.00	0.00	192.67	1,307.33
101-5-107-03-5150	Printing	1,500.00	1,500.00	0.00	0.00	1,500.00
101-5-107-04-5121	Equipment Maintenance	100.00	100.00	46.00	46.00	54.00
101-5-107-04-5122	Vehicle Maintenance	5,900.00	5,900.00	990.46	1,142.22	4,757.78
101-5-107-06-5620	Legal and Professional	125,000.00	125,000.00	8,779.13	12,515.14	112,484.86
101-5-107-06-5725	Mowing and clean-up	35,000.00	35,000.00	0.00	19,857.40	15,142.60
101-5-107-06-5763	Inspectors - Bureau Veritas	600,000.00	600,000.00	123,784.19	455,801.28	144,198.72
101-5-107-06-5764	Planners	125,000.00	125,000.00	687.21	7,162.96	117,837.04
101-5-107-07-5190	Insurance - TML	2,400.00	2,400.00	0.00	561.27	1,838.73
101-5-107-07-5220	Advertising & Notices	1,000.00	1,000.00	0.00	4,677.60	-3,677.60
101-5-107-07-5260	Dues and Memberships	2,160.00	2,160.00	222.28	4,852.68	-2,692.68
101-5-107-07-5665	Technology	41,500.00	41,500.00	11,813.26	13,031.32	28,468.68
101-5-107-07-5762	Filing Fees	5,000.00	5,000.00	54.50	1,327.50	3,672.50
101-5-107-09-5133	Meetings	600.00	600.00	0.00	0.00	600.00
Department: 107 - Development Services Total:		1,929,571.00	1,929,571.00	216,747.24	790,124.16	1,139,446.84
Department: 108 - Court						
101-5-108-01-5101	Salaries	67,300.00	67,300.00	5,465.41	21,085.41	46,214.59
101-5-108-01-5105	Overtime	1,000.00	1,000.00	0.00	321.11	678.89
101-5-108-01-5106	Longevity	450.00	450.00	0.00	450.00	0.00
101-5-108-01-5107	Retirement - TMRS	10,636.00	10,636.00	711.85	3,215.17	7,420.83
101-5-108-01-5108	Payroll Tax Expense (medicare)	997.00	997.00	77.51	355.80	641.20
101-5-108-01-5109	Group Health Insurance	11,878.00	11,878.00	1,085.84	4,879.81	6,998.19
101-5-108-01-5110	Workers Comp TML	175.00	175.00	499.92	523.07	-348.07
101-5-108-01-5621	Travel/Training	300.00	300.00	0.00	150.00	150.00
101-5-108-03-5050	Office Supplies	200.00	200.00	0.00	46.63	153.37
101-5-108-03-5051	Court Supplies	600.00	600.00	0.00	99.95	500.05
101-5-108-03-5090	Postage	1,000.00	1,000.00	37.00	216.41	783.59
101-5-108-03-5150	Printing	100.00	100.00	0.00	0.00	100.00
101-5-108-06-5620	Legal & Professional	20,000.00	20,000.00	1,033.50	2,028.00	17,972.00
101-5-108-06-5765	Contract Svcs - Judge	16,800.00	16,800.00	1,400.00	5,600.00	11,200.00
101-5-108-07-5190	Insurance - TML	2,400.00	2,400.00	0.00	561.27	1,838.73
101-5-108-07-5260	Dues and Memberships	150.00	150.00	0.00	0.00	150.00
101-5-108-07-5665	Technology	4,000.00	4,000.00	1,462.79	1,543.54	2,456.46
Department: 108 - Court Total:		137,986.00	137,986.00	11,773.82	41,076.17	96,909.83
Department: 110 - Parks & Recreation						
101-5-110-01-5101	Salaries	321,800.00	321,800.00	19,376.08	74,504.43	247,295.57
101-5-110-01-5105	Overtime	26,000.00	26,000.00	3,129.09	11,488.47	14,511.53
101-5-110-01-5106	Longevity	1,150.00	1,150.00	0.00	150.00	1,000.00
101-5-110-01-5107	Retirement - TMRS	51,435.00	51,435.00	2,936.37	13,140.49	38,294.51
101-5-110-01-5108	Payroll Tax Expense (medicare)	4,821.00	4,821.00	311.95	1,432.48	3,388.52
101-5-110-01-5109	Group Health Insurance	59,388.00	59,388.00	5,076.60	22,983.37	36,404.63
101-5-110-01-5110	Workers Comp TML	5,225.00	5,225.00	5,474.96	5,901.37	-676.37
101-5-110-01-5121	Travel & Training	3,000.00	3,000.00	1,434.20	1,691.79	1,308.21
101-5-110-03-5050	Office Supplies	1,000.00	1,000.00	257.51	951.79	48.21
101-5-110-03-5080	Gas & Oil	3,400.00	3,400.00	627.51	1,948.69	1,451.31
101-5-110-03-5081	Uniforms	1,300.00	1,300.00	419.75	1,706.15	-406.15
101-5-110-03-5150	Printing	400.00	400.00	0.00	0.00	400.00
101-5-110-03-5608	Chemicals	3,000.00	3,000.00	0.00	0.00	3,000.00
101-5-110-03-5630	Small Tools	3,000.00	3,000.00	279.38	280.50	2,719.50
101-5-110-03-5903	Parts and Fittings	500.00	500.00	0.00	8.49	491.51

Income Statement

For Fiscal: 10/2025-09/2026 Period Ending: 01/31/2026

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
101-5-110-04-5121	Equipment Maintenance	8,000.00	8,000.00	450.92	3,972.34	4,027.66
101-5-110-04-5122	Vehicle Maintenance	2,000.00	2,000.00	977.00	3,460.89	-1,460.89
101-5-110-04-5630	Park Maintenance	30,000.00	30,000.00	1,614.53	4,650.94	25,349.06
101-5-110-05-5616	Utilities - Electricity	6,500.00	6,500.00	1,149.10	3,732.41	2,767.59
101-5-110-05-5619	Utilities - Water/Sewer	6,000.00	6,000.00	2,284.30	9,924.30	-3,924.30
101-5-110-06-5685	STORAGE BUILDING	4,120.00	4,120.00	0.00	0.00	4,120.00
101-5-110-07-5190	Insurance - TML	2,800.00	2,800.00	0.00	647.62	2,152.38
101-5-110-07-5260	Memberships and Dues	300.00	300.00	58.43	58.43	241.57
101-5-110-07-5624	Equipment Rental	5,000.00	5,000.00	0.00	0.00	5,000.00
101-5-110-07-5665	Technology	4,000.00	4,000.00	1,534.76	2,028.45	1,971.55
101-5-110-09-5131	City Events	160,000.00	160,000.00	2,481.29	47,089.92	112,910.08
101-5-110-09-5630	Property Purchase	0.00	0.00	0.00	2,345.08	-2,345.08
101-5-110-09-5631	Capital - equipment	0.00	0.00	0.00	28.99	-28.99
101-5-110-09-5636	Capitla Outlay Peanut Dryer	0.00	0.00	0.00	11,354.00	-11,354.00
Department: 110 - Parks & Recreation Total:		714,139.00	714,139.00	49,873.73	225,481.39	488,657.61
Department: 111 - Library						
101-5-111-01-5101	Salaries	321,800.00	321,800.00	24,748.03	96,641.96	225,158.04
101-5-111-01-5105	Overtime	6,000.00	6,000.00	146.01	1,368.33	4,631.67
101-5-111-01-5106	Longevity	600.00	600.00	0.00	550.00	50.00
101-5-111-01-5107	Retirement - TMRS	42,140.00	42,140.00	2,855.33	12,816.41	29,323.59
101-5-111-01-5108	Payroll Tax Expense (medicare)	4,762.00	4,762.00	353.61	1,619.02	3,142.98
101-5-111-01-5109	Group Health Insurance	49,406.00	49,406.00	4,707.40	21,151.10	28,254.90
101-5-111-01-5110	Workers Comp TML	722.00	722.00	3,329.14	3,444.91	-2,722.91
101-5-111-01-5621	Travel/Training	3,500.00	3,500.00	673.00	1,015.34	2,484.66
101-5-111-03-5050	Office Supplies	5,460.00	5,460.00	-13.75	1,366.45	4,093.55
101-5-111-03-5052	Library Supplies	4,000.00	4,000.00	605.42	2,439.76	1,560.24
101-5-111-03-5090	Postage	500.00	500.00	13.41	152.76	347.24
101-5-111-03-5661	Collection Development	44,000.00	44,000.00	2,541.90	14,169.45	29,830.55
101-5-111-04-5120	Building Maintenance	12,000.00	12,000.00	383.95	2,172.22	9,827.78
101-5-111-04-5121	Equipment Maintenance	1,000.00	1,000.00	0.00	657.49	342.51
101-5-111-05-5616	Utilities - Electricity	16,000.00	16,000.00	0.00	4,734.70	11,265.30
101-5-111-05-5618	Utilities - Telephone	4,248.00	4,248.00	183.82	735.79	3,512.21
101-5-111-05-5619	Utilities - Water/Sewer	2,300.00	2,300.00	276.13	863.01	1,436.99
101-5-111-06-5620	Legal & Professional	300.00	300.00	0.00	0.00	300.00
101-5-111-06-5658	Fire Extinguishers	1,500.00	1,500.00	150.00	300.00	1,200.00
101-5-111-07-5150	Printing	500.00	500.00	0.00	0.00	500.00
101-5-111-07-5190	Insurance - TML	18,500.00	18,500.00	0.00	4,749.20	13,750.80
101-5-111-07-5260	Dues and Memberships	6,600.00	6,600.00	58.43	2,438.43	4,161.57
101-5-111-07-5280	Copier Maintenance Contract	2,600.00	2,600.00	218.00	908.25	1,691.75
101-5-111-07-5665	Technology	17,000.00	17,000.00	4,883.43	8,564.31	8,435.69
101-5-111-09-5130	Community Development	15,500.00	15,500.00	528.00	2,734.66	12,765.34
101-5-111-09-5133	Marketing & Promotions	500.00	500.00	0.00	0.00	500.00
101-5-111-09-5667	Senior Programs	5,000.00	5,000.00	281.43	2,235.29	2,764.71
Department: 111 - Library Total:		586,438.00	586,438.00	46,922.69	187,828.84	398,609.16
Department: 115 - Fleet						
101-5-115-01-5101	Salaries	42,000.00	42,000.00	17,549.63	70,646.45	-28,646.45
101-5-115-01-5105	Overtime	2,500.00	2,500.00	520.45	3,222.40	-722.40
101-5-115-01-5106	Longevity	0.00	0.00	0.00	1,200.00	-1,200.00
101-5-115-01-5107	Retirement - TMRS	6,884.00	6,884.00	2,357.56	10,463.36	-3,579.36
101-5-115-01-5108	Payroll Tax Expense (medicare)	645.00	645.00	261.72	1,164.60	-519.60
101-5-115-01-5109	Group Health Insurance	11,878.00	11,878.00	3,541.22	15,246.41	-3,368.41
101-5-115-01-5110	Workers Comp - TML	400.00	400.00	576.10	576.10	-176.10
101-5-115-01-5621	Travel & Training	600.00	600.00	0.00	286.02	313.98
101-5-115-03-5050	Office Supplies	200.00	200.00	0.00	373.47	-173.47
101-5-115-03-5080	Gas & Oil	1,000.00	1,000.00	204.56	557.16	442.84
101-5-115-03-5081	Uniforms	250.00	250.00	0.00	1,003.21	-753.21
101-5-115-03-5090	Postage	50.00	50.00	0.00	0.00	50.00
101-5-115-03-5121	Equipment Maintenance	2,500.00	2,500.00	485.90	546.87	1,953.13
101-5-115-03-5122	Vehicle Maintenance	2,500.00	2,500.00	273.73	1,965.24	534.76

Income Statement

For Fiscal: 10/2025-09/2026 Period Ending: 01/31/2026

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
101-5-115-03-5630	Tools	500.00	500.00	379.66	788.11	-288.11
101-5-115-04-5120	Building Maintenance	2,500.00	2,500.00	186.26	346.26	2,153.74
101-5-115-07-5260	Dues & Memberships	100.00	100.00	0.00	0.00	100.00
101-5-115-07-5624	Equipment Rental	1,000.00	1,000.00	0.00	0.00	1,000.00
101-5-115-07-5665	Technology	2,500.00	2,500.00	0.00	174.22	2,325.78
101-5-115-09-5131	Meetings	75.00	75.00	0.00	0.00	75.00
Department: 115 - Fleet Total:		78,082.00	78,082.00	26,336.79	108,559.88	-30,477.88
Department: 117 - HR						
101-5-117-01-5101	Salaries	192,670.00	192,670.00	14,924.64	57,833.01	134,836.99
101-5-117-01-5106	Longevity	100.00	100.00	0.00	100.00	0.00
101-5-117-01-5107	Retirement - TMRS	29,822.00	29,822.00	1,942.94	8,547.32	21,274.68
101-5-117-01-5108	Payroll Tax Expense (medicare)	2,795.00	2,795.00	206.18	947.47	1,847.53
101-5-117-01-5109	Group Health Insurance	23,755.00	23,755.00	1,402.46	6,182.74	17,572.26
101-5-117-01-5110	Workers Comp TML	400.00	400.00	576.10	576.10	-176.10
101-5-117-01-5621	Travel & Training	7,785.00	7,785.00	0.00	3,271.25	4,513.75
101-5-117-03-5050	Office Supplies	300.00	300.00	0.00	92.42	207.58
101-5-117-03-5081	Uniforms	500.00	500.00	0.00	508.56	-8.56
101-5-117-03-5090	Postage	50.00	50.00	0.00	7.25	42.75
101-5-117-06-5190	Driving Record Monitoring	3,500.00	3,500.00	594.50	2,102.50	1,397.50
101-5-117-06-5240	Drug Testing/background	12,500.00	12,500.00	330.00	2,857.00	9,643.00
101-5-117-07-5220	Advertising & Notices	500.00	500.00	0.00	0.00	500.00
101-5-117-07-5260	Dues and Memberships	670.00	670.00	299.00	299.00	371.00
101-5-117-07-5665	Technology	12,000.00	12,000.00	0.00	12,268.46	-268.46
101-5-117-09-5131	Meetings	2,275.00	2,275.00	0.00	230.82	2,044.18
101-5-117-09-5132	Employee Appreciation	20,000.00	20,000.00	0.00	10,347.65	9,652.35
101-5-117-09-5133	Marketing & Promotions	0.00	0.00	124.51	224.51	-224.51
101-5-117-09-5134	Tuition Reimbursement	25,000.00	25,000.00	0.00	3,180.63	21,819.37
Department: 117 - HR Total:		334,622.00	334,622.00	20,400.33	109,576.69	225,045.31
Fund: 101 - GENERAL FUND Total:		21,958,292.00	21,958,292.00	1,934,481.70	7,884,856.70	14,073,435.30
Expense Total:		21,958,292.00	21,958,292.00	1,934,481.70	7,884,856.70	14,073,435.30
Fund: 101 - GENERAL FUND Surplus (Deficit):		463,085.00	463,085.00	1,031,599.57	841,122.03	
Fund: 201 - WATER FUND						
Revenue						
Fund: 201 - WATER FUND						
Department: 000 - Non-Departmental						
201-4-000-01-4012	Late Penalties-Water	34,000.00	34,000.00	4,726.21	13,661.42	20,338.58
201-4-000-01-4013	Application fee	10,000.00	10,000.00	1,660.00	5,980.00	4,020.00
201-4-000-01-4014	Reconnects	3,500.00	3,500.00	180.00	1,695.00	1,805.00
201-4-000-01-4630	Bank Fees collected	0.00	0.00	30.00	90.00	-90.00
201-4-000-01-4710	Water Impact Fees	1,018,000.00	1,018,000.00	10,476.00	60,528.00	957,472.00
201-4-000-06-4010	Water Billings	2,217,484.00	2,217,484.00	181,522.58	750,048.95	1,467,435.05
201-4-000-06-4011	Water Conection/Tap Fees	350,150.00	350,150.00	1,937.20	35,442.40	314,707.60
201-4-000-06-4019	Billing Adjustments	0.00	0.00	2,511.05	39,413.94	-39,413.94
201-4-000-06-4020	Infrastructure Inspection Fees	250,000.00	250,000.00	0.00	0.00	250,000.00
201-4-000-09-4500	Interest Income	38,722.00	38,722.00	14,580.98	65,900.76	-27,178.76
201-4-000-09-4506	Interest Income-CO2025 Utility	0.00	0.00	64,709.48	267,622.66	-267,622.66
201-4-000-09-4540	Other Income	0.00	0.00	64.00	7,828.00	-7,828.00
201-4-000-99-4091	Transfers In	1,001,741.00	1,001,741.00	0.00	0.00	1,001,741.00
Department: 000 - Non-Departmental Total:		4,923,597.00	4,923,597.00	282,397.50	1,248,211.13	3,675,385.87
Fund: 201 - WATER FUND Total:		4,923,597.00	4,923,597.00	282,397.50	1,248,211.13	3,675,385.87
Revenue Total:		4,923,597.00	4,923,597.00	282,397.50	1,248,211.13	3,675,385.87
Expense						
Fund: 201 - WATER FUND						
Department: 201 - Water						
201-5-201-01-5101	Salaries	322,042.00	322,042.00	28,306.67	118,431.06	203,610.94
201-5-201-01-5105	Overtime	20,000.00	20,000.00	2,606.25	15,960.60	4,039.40
201-5-201-01-5106	Longevity	550.00	550.00	0.00	500.00	50.00

Income Statement

For Fiscal: 10/2025-09/2026 Period Ending: 01/31/2026

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
201-5-201-01-5107	TMRS Contribution	51,286.00	51,286.00	4,038.73	20,153.63	31,132.37
201-5-201-01-5108	Payroll Tax Expense (medicare)	4,958.00	4,958.00	440.17	2,238.06	2,719.94
201-5-201-01-5109	Group Health Insurance	71,266.00	71,266.00	6,740.56	30,620.16	40,645.84
201-5-201-01-5110	Workmens Comp TML	12,600.00	12,600.00	10,230.21	11,966.71	633.29
201-5-201-01-5621	Travel/Training	4,750.00	4,750.00	608.05	4,970.89	-220.89
201-5-201-03-5050	Office Supplies	7,000.00	7,000.00	24.40	697.62	6,302.38
201-5-201-03-5080	Gas & Oil	25,000.00	25,000.00	2,404.80	11,012.96	13,987.04
201-5-201-03-5081	Uniforms	6,000.00	6,000.00	792.19	3,466.50	2,533.50
201-5-201-03-5090	Postage	12,000.00	12,000.00	1,510.18	5,527.49	6,472.51
201-5-201-03-5150	Printing	5,000.00	5,000.00	548.32	2,051.34	2,948.66
201-5-201-03-5608	Rock, Sand & Gravel	7,000.00	7,000.00	0.00	7,658.84	-658.84
201-5-201-03-5630	Tools	6,000.00	6,000.00	0.00	6,272.09	-272.09
201-5-201-03-5903	Parts and Fittings	30,000.00	30,000.00	1,810.00	2,533.12	27,466.88
201-5-201-03-5904	Chlorine	15,000.00	15,000.00	756.28	5,483.08	9,516.92
201-5-201-03-5905	Meters	140,000.00	140,000.00	891.43	200,005.16	-60,005.16
201-5-201-04-5120	Building Maintenance	15,000.00	15,000.00	2,026.12	4,320.08	10,679.92
201-5-201-04-5121	Equipment Maintenance	45,000.00	45,000.00	54.00	6,846.07	38,153.93
201-5-201-04-5122	Vehicle Maintenance	8,000.00	8,000.00	335.08	5,889.78	2,110.22
201-5-201-04-5902	Water System Maintenance	270,000.00	270,000.00	46,634.00	69,865.57	200,134.43
201-5-201-05-5616	Utilities - Electricity	135,000.00	135,000.00	11,160.53	61,096.65	73,903.35
201-5-201-05-5617	Utilities - Gas	4,000.00	4,000.00	0.00	2,180.37	1,819.63
201-5-201-05-5618	Utilities - Telephone	7,000.00	7,000.00	484.39	1,968.38	5,031.62
201-5-201-05-5619	Utilities - Water/Sewer	1,200.00	1,200.00	0.00	0.00	1,200.00
201-5-201-06-5620	Legal & Professional	35,000.00	35,000.00	7,990.40	28,319.98	6,680.02
201-5-201-06-5766	Consultant - engineering	60,000.00	60,000.00	0.00	174.24	59,825.76
201-5-201-07-5190	Insurance - TML	9,000.00	9,000.00	0.00	3,885.71	5,114.29
201-5-201-07-5220	Advertising & Notices	750.00	750.00	301.12	1,423.32	-673.32
201-5-201-07-5260	Dues & Memberships	4,700.00	4,700.00	258.95	3,498.90	1,201.10
201-5-201-07-5261	Permits-TCEQ	6,100.00	6,100.00	0.00	6,702.54	-602.54
201-5-201-07-5262	UTRW membership	3,100.00	3,100.00	0.00	3,346.00	-246.00
201-5-201-07-5280	Maintenance contract - tanks	0.00	0.00	140.00	911.66	-911.66
201-5-201-07-5624	Equipment Rental	6,000.00	6,000.00	0.00	-120.00	6,120.00
201-5-201-07-5665	Technology	8,250.00	8,250.00	5,055.96	6,142.88	2,107.12
201-5-201-07-5666	Bank fees	9,000.00	9,000.00	0.00	0.00	9,000.00
201-5-201-07-5901	Lab Fees	20,000.00	20,000.00	160.00	1,380.00	18,620.00
201-5-201-07-5906	Groundwater Pumpage Fee	15,000.00	15,000.00	0.00	0.00	15,000.00
201-5-201-07-5909	AMR Annual Fees	6,000.00	6,000.00	0.00	0.00	6,000.00
201-5-201-07-5931	Franchise Fees 8%	75,000.00	75,000.00	25,073.38	25,073.38	49,926.62
201-5-201-98-5801	2016 Bond Principal	260,000.00	260,000.00	0.00	0.00	260,000.00
201-5-201-98-5866	2016 Bond Interest	109,350.00	109,350.00	0.00	0.00	109,350.00
201-5-201-98-5867	2023 CO Bond Principal	65,000.00	65,000.00	0.00	0.00	65,000.00
201-5-201-98-5868	2023 CO Bond Interest	316,031.00	316,031.00	0.00	0.00	316,031.00
201-5-201-98-5872	2025 CO Interest	1,001,741.00	1,001,741.00	0.00	0.00	1,001,741.00
201-5-201-99-4090	Administrative fee	98,640.00	98,640.00	8,220.00	32,880.00	65,760.00
201-5-201-99-9900	Depreciation expense	800,000.00	800,000.00	0.00	0.00	800,000.00
Department: 201 - Water Total:		4,134,314.00	4,134,314.00	169,602.17	715,334.82	3,418,979.18
Fund: 201 - WATER FUND Total:		4,134,314.00	4,134,314.00	169,602.17	715,334.82	3,418,979.18
Expense Total:		4,134,314.00	4,134,314.00	169,602.17	715,334.82	3,418,979.18
Fund: 201 - WATER FUND Surplus (Deficit):		789,283.00	789,283.00	112,795.33	532,876.31	

Fund: 202 - SEWER FUND

Revenue

Fund: 202 - SEWER FUND

Department: 000 - Non-Departmental

202-4-000-01-4021	Late Penalties - Sewer	10,000.00	10,000.00	1,767.19	5,654.89	4,345.11
202-4-000-01-4710	Sewer Impact Fees	1,725,000.00	1,725,000.00	11,895.00	231,996.00	1,493,004.00
202-4-000-06-4020	Sewer Billings	1,286,908.00	1,286,908.00	95,567.08	387,756.78	899,151.22

Income Statement

For Fiscal: 10/2025-09/2026 Period Ending: 01/31/2026

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
202-4-000-09-4500 Interest Income	680,222.00	680,222.00	103,883.45	466,131.98	214,090.02
Department: 000 - Non-Departmental Total:	3,702,130.00	3,702,130.00	213,112.72	1,091,539.65	2,610,590.35
Fund: 202 - SEWER FUND Total:	3,702,130.00	3,702,130.00	213,112.72	1,091,539.65	2,610,590.35
Revenue Total:	3,702,130.00	3,702,130.00	213,112.72	1,091,539.65	2,610,590.35

Expense

Fund: 202 - SEWER FUND

Department: 202 - Sewer

202-5-202-01-5101 Salaries	479,000.00	479,000.00	27,264.91	147,521.19	331,478.81
202-5-202-01-5105 Overtime	30,000.00	30,000.00	2,180.98	11,211.25	18,788.75
202-5-202-01-5106 Longevity	1,550.00	1,550.00	0.00	350.00	1,200.00
202-5-202-01-5107 Retirement - TMRS	76,429.00	76,429.00	3,848.41	23,930.81	52,498.19
202-5-202-01-5108 Payroll Tax Expense (medicare)	7,403.00	7,403.00	425.38	2,700.87	4,702.13
202-5-202-01-5109 Group Health Insurance	83,143.00	83,143.00	4,654.72	25,244.31	57,898.69
202-5-202-01-5110 Workers Comp TML	10,549.00	10,549.00	8,236.97	9,539.54	1,009.46
202-5-202-01-5621 Travel/training	6,000.00	6,000.00	161.89	1,231.33	4,768.67
202-5-202-03-5050 Office Supplies	5,000.00	5,000.00	579.15	1,371.45	3,628.55
202-5-202-03-5080 Gas & Oil	17,000.00	17,000.00	1,776.85	5,316.85	11,683.15
202-5-202-03-5081 Uniforms	4,000.00	4,000.00	0.00	1,178.50	2,821.50
202-5-202-03-5090 Postage	300.00	300.00	0.00	0.00	300.00
202-5-202-03-5150 Printing	600.00	600.00	0.00	0.00	600.00
202-5-202-03-5607 Rock, Sand & Gravel	12,000.00	12,000.00	0.00	5,540.09	6,459.91
202-5-202-03-5608 Chemicals Purchased	10,000.00	10,000.00	0.00	4,211.68	5,788.32
202-5-202-03-5630 Tools	6,000.00	6,000.00	50.00	6,051.23	-51.23
202-5-202-03-5903 Parts and Fittings	3,000.00	3,000.00	0.00	995.27	2,004.73
202-5-202-03-5904 Chlorine	16,000.00	16,000.00	1,323.50	6,939.65	9,060.35
202-5-202-04-5120 Building Maintenance	5,000.00	5,000.00	1,216.81	2,572.44	2,427.56
202-5-202-04-5121 Equipment Maintenance	35,000.00	35,000.00	594.74	26,198.10	8,801.90
202-5-202-04-5122 Vehicle Maintenance	7,000.00	7,000.00	64.00	1,185.53	5,814.47
202-5-202-04-5902 Sewer System Maintenance	80,000.00	80,000.00	264.00	25,199.25	54,800.75
202-5-202-04-5903 WWTP Maintenance	85,000.00	85,000.00	0.00	1,429.96	83,570.04
202-5-202-05-5616 Utilities - Electricity	55,500.00	55,500.00	7,649.13	25,581.08	29,918.92
202-5-202-05-5618 Utilities - Telephone	9,250.00	9,250.00	125.34	1,985.77	7,264.23
202-5-202-05-5619 Utilities - Water/Sewer	100,000.00	100,000.00	12,363.68	50,008.94	49,991.06
202-5-202-05-5621 Utilities - Sludge Disposal	10,000.00	10,000.00	0.00	0.00	10,000.00
202-5-202-06-5620 Legal & Professional	6,000.00	6,000.00	9,154.22	34,513.65	-28,513.65
202-5-202-06-5766 Consultant - engineering	30,000.00	30,000.00	0.00	0.00	30,000.00
202-5-202-07-5190 Insurance - TML	15,000.00	15,000.00	0.00	6,476.19	8,523.81
202-5-202-07-5260 Dues & Memberships	2,185.00	2,185.00	855.00	968.75	1,216.25
202-5-202-07-5261 Permits-TCEQ	4,100.00	4,100.00	0.00	0.00	4,100.00
202-5-202-07-5540 Bond Insurance	38,416.00	38,416.00	0.00	0.00	38,416.00
202-5-202-07-5624 Equipment Rental	15,000.00	15,000.00	0.00	6,445.70	8,554.30
202-5-202-07-5665 Technology	9,000.00	9,000.00	3,413.17	3,641.17	5,358.83
202-5-202-07-5901 Lab Fees	15,000.00	15,000.00	4,628.40	6,016.80	8,983.20
202-5-202-07-5931 Franchise Fees 8%	75,000.00	75,000.00	22,387.61	22,387.61	52,612.39
202-5-202-98-5845 Interest - 2024A CO	2,236,650.00	2,236,650.00	0.00	0.00	2,236,650.00
Department: 202 - Sewer Total:	3,601,075.00	3,601,075.00	113,218.86	467,944.96	3,133,130.04
Fund: 202 - SEWER FUND Total:	3,601,075.00	3,601,075.00	113,218.86	467,944.96	3,133,130.04
Expense Total:	3,601,075.00	3,601,075.00	113,218.86	467,944.96	3,133,130.04
Fund: 202 - SEWER FUND Surplus (Deficit):	101,055.00	101,055.00	99,893.86	623,594.69	

Income Statement

For Fiscal: 10/2025-09/2026 Period Ending: 01/31/2026

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 205 - SOLID WASTE FUND						
Revenue						
Fund: 205 - SOLID WASTE FUND						
Department: 000 - Non-Departmental						
205-4-000-06-4025	Garbage Billings	2,790,000.00	2,790,000.00	66,492.65	676,677.53	2,113,322.47
Department: 000 - Non-Departmental Total:		2,790,000.00	2,790,000.00	66,492.65	676,677.53	2,113,322.47
Fund: 205 - SOLID WASTE FUND Total:		2,790,000.00	2,790,000.00	66,492.65	676,677.53	2,113,322.47
Revenue Total:		2,790,000.00	2,790,000.00	66,492.65	676,677.53	2,113,322.47
Expense						
Fund: 205 - SOLID WASTE FUND						
Department: 205 - Solid Waste						
205-5-205-07-5666	Mustang Collection Fees	120,000.00	120,000.00	0.00	28,792.03	91,207.97
205-5-205-07-5931	Franchise Fees 15%	370,000.00	370,000.00	31,262.30	126,750.39	243,249.61
205-5-205-07-5941	Republic Waste	2,300,000.00	2,300,000.00	218,491.45	804,382.59	1,495,617.41
Department: 205 - Solid Waste Total:		2,790,000.00	2,790,000.00	249,753.75	959,925.01	1,830,074.99
Fund: 205 - SOLID WASTE FUND Total:		2,790,000.00	2,790,000.00	249,753.75	959,925.01	1,830,074.99
Expense Total:		2,790,000.00	2,790,000.00	249,753.75	959,925.01	1,830,074.99
Fund: 205 - SOLID WASTE FUND Surplus (Deficit):		0.00	0.00	-183,261.10	-283,247.48	
Fund: 301 - DEBT SERVICE FUND						
Revenue						
Fund: 301 - DEBT SERVICE FUND						
Department: 000 - Non-Departmental						
301-4-000-02-4100	Property Taxes	1,464,352.00	1,464,352.00	227,969.01	1,162,496.80	301,855.20
301-4-000-09-4500	Interest Income	770,000.00	770,000.00	11,010.57	26,243.69	743,756.31
301-4-000-99-4091	Transfers in	2,107,171.00	2,107,171.00	0.00	0.00	2,107,171.00
Department: 000 - Non-Departmental Total:		4,341,523.00	4,341,523.00	238,979.58	1,188,740.49	3,152,782.51
Fund: 301 - DEBT SERVICE FUND Total:		4,341,523.00	4,341,523.00	238,979.58	1,188,740.49	3,152,782.51
Revenue Total:		4,341,523.00	4,341,523.00	238,979.58	1,188,740.49	3,152,782.51
Expense						
Fund: 301 - DEBT SERVICE FUND						
Department: 301 - Debt Service						
301-5-301-07-5870	Agent Fees	3,500.00	3,500.00	0.00	0.00	3,500.00
301-5-301-98-5850	2020 Time Warrant Principal	38,000.00	38,000.00	0.00	0.00	38,000.00
301-5-301-98-5851	2020 Time Warrant Interest	8,808.00	8,808.00	0.00	0.00	8,808.00
301-5-301-98-5852	2006 CO Principal	45,000.00	45,000.00	0.00	0.00	45,000.00
301-5-301-98-5853	2006 CO Interest	3,895.00	3,895.00	0.00	0.00	3,895.00
301-5-301-98-5860	2013 GO Refunding Principal	60,000.00	60,000.00	0.00	0.00	60,000.00
301-5-301-98-5861	2013 GO Refunding Interest	1,446.00	1,446.00	0.00	0.00	1,446.00
301-5-301-98-5864	2019 Time Warrant Principal	612,000.00	612,000.00	0.00	0.00	612,000.00
301-5-301-98-5865	2019 Time Warrant Interest	5,722.00	5,722.00	0.00	0.00	5,722.00
301-5-301-98-5866	2020 GO Refunding Principal	60,000.00	60,000.00	0.00	0.00	60,000.00
301-5-301-98-5867	2020 GO Refunding Interest	3,552.00	3,552.00	0.00	0.00	3,552.00
301-5-301-98-5868	2022 CO Public Safety Prin	290,000.00	290,000.00	0.00	0.00	290,000.00
301-5-301-98-5869	2022 CO Public Safety Int	441,350.00	441,350.00	0.00	0.00	441,350.00
301-5-301-98-5871	Interest - CO 2024 FS#2	228,600.00	228,600.00	0.00	0.00	228,600.00
301-5-301-98-5872	2025 CO Interest	2,539,650.00	2,539,650.00	0.00	0.00	2,539,650.00
Department: 301 - Debt Service Total:		4,341,523.00	4,341,523.00	0.00	0.00	4,341,523.00
Fund: 301 - DEBT SERVICE FUND Total:		4,341,523.00	4,341,523.00	0.00	0.00	4,341,523.00
Expense Total:		4,341,523.00	4,341,523.00	0.00	0.00	4,341,523.00
Fund: 301 - DEBT SERVICE FUND Surplus (Deficit):		0.00	0.00	238,979.58	1,188,740.49	
Fund: 401 - SPECIAL REVENUE FUND						
Revenue						
Fund: 401 - SPECIAL REVENUE FUND						
Department: 000 - Non-Departmental						
401-4-000-01-4310	Court Security Fee	4,600.00	4,600.00	578.38	2,681.50	1,918.50

Income Statement

For Fiscal: 10/2025-09/2026 Period Ending: 01/31/2026

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
401-4-000-01-4421	Child Safety Fees	8,000.00	8,000.00	0.00	7,616.03	383.97
401-4-000-01-4710	Court Technology Fee	4,000.00	4,000.00	473.69	2,193.63	1,806.37
401-4-000-02-4170	Hotel/Motel Tax	5,000.00	5,000.00	1,478.72	3,127.47	1,872.53
401-4-000-03-4701	NCTCOG/State Comp/LEOSE	4,507.00	4,507.00	0.00	0.00	4,507.00
401-4-000-09-4500	Interest Income	2,000.00	2,000.00	156.59	642.93	1,357.07
Department: 000 - Non-Departmental Total:		28,107.00	28,107.00	2,687.38	16,261.56	11,845.44
Fund: 401 - SPECIAL REVENUE FUND Total:		28,107.00	28,107.00	2,687.38	16,261.56	11,845.44
Revenue Total:		28,107.00	28,107.00	2,687.38	16,261.56	11,845.44

Expense

Fund: 401 - SPECIAL REVENUE FUND

Department: 401 - Officers Training Fund

401-5-401-01-5621	Travel/training	3,000.00	3,000.00	0.00	0.00	3,000.00
401-5-401-06-5677	Child Safety - Child Advoc Ctr	3,500.00	3,500.00	0.00	0.00	3,500.00
401-5-401-07-5665	Court Technology	4,000.00	4,000.00	3,413.16	9,131.41	-5,131.41
Department: 401 - Officers Training Fund Total:		10,500.00	10,500.00	3,413.16	9,131.41	1,368.59

Department: 408 - Seizure

401-5-408-03-5631	Seizure Equipment < \$10,000	0.00	0.00	0.00	585.00	-585.00
Department: 408 - Seizure Total:		0.00	0.00	0.00	585.00	-585.00

Fund: 401 - SPECIAL REVENUE FUND Total: 10,500.00 10,500.00 3,413.16 9,716.41 783.59

Expense Total: 10,500.00 10,500.00 3,413.16 9,716.41 783.59

Fund: 401 - SPECIAL REVENUE FUND Surplus (Deficit): 17,607.00 17,607.00 -725.78 6,545.15

Fund: 402 - TIRZ JACKSON RIDGE

Revenue

Fund: 402 - TIRZ JACKSON RIDGE

Department: 000 - Non-Departmental

402-4-000-02-4100	Property Taxes	1,094,517.00	1,094,517.00	0.00	851,933.00	242,584.00
402-4-000-09-4500	Interest Income	7,000.00	7,000.00	106.30	1,053.94	5,946.06
Department: 000 - Non-Departmental Total:		1,101,517.00	1,101,517.00	106.30	852,986.94	248,530.06
Fund: 402 - TIRZ JACKSON RIDGE Total:		1,101,517.00	1,101,517.00	106.30	852,986.94	248,530.06
Revenue Total:		1,101,517.00	1,101,517.00	106.30	852,986.94	248,530.06

Expense

Fund: 402 - TIRZ JACKSON RIDGE

Department: 402 - TIRZ

402-5-402-07-5665	Jackson Ridge PID TIRZ Credit	952,460.00	952,460.00	0.00	852,790.19	99,669.81
402-5-402-07-5670	Keeneland PID TIRZ Credit	72,222.00	72,222.00	0.00	24,933.75	47,288.25
402-5-402-07-5671	HPR TIRZ	69,835.00	69,835.00	0.00	0.00	69,835.00
Department: 402 - TIRZ Total:		1,094,517.00	1,094,517.00	0.00	877,723.94	216,793.06

Fund: 402 - TIRZ JACKSON RIDGE Total: 1,094,517.00 1,094,517.00 0.00 877,723.94 216,793.06

Expense Total: 1,094,517.00 1,094,517.00 0.00 877,723.94 216,793.06

Fund: 402 - TIRZ JACKSON RIDGE Surplus (Deficit): 7,000.00 7,000.00 106.30 -24,737.00

Fund: 403 - IMPACT FEES

Revenue

Fund: 403 - IMPACT FEES

Department: 000 - Non-Departmental

403-4-000-09-4500	Interest Income	50,000.00	50,000.00	7,499.56	34,432.31	15,567.69
403-4-000-09-4501	Interest Inc HPR Capital Fund	0.00	0.00	1,621.39	5,477.45	-5,477.45
Department: 000 - Non-Departmental Total:		50,000.00	50,000.00	9,120.95	39,909.76	10,090.24
Fund: 403 - IMPACT FEES Total:		50,000.00	50,000.00	9,120.95	39,909.76	10,090.24
Revenue Total:		50,000.00	50,000.00	9,120.95	39,909.76	10,090.24

Expense

Fund: 403 - IMPACT FEES

Department: 403 - Court Technology

403-5-403-06-5766	CONSULTING ENGINEERING	6,000.00	6,000.00	1,575.44	1,575.44	4,424.56
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Income Statement

For Fiscal: 10/2025-09/2026 Period Ending: 01/31/2026

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
403-5-403-06-5767	Consulting Eng - Streets	20,000.00	20,000.00	1,575.45	1,575.45	18,424.55
	Department: 403 - Court Technology Total:	26,000.00	26,000.00	3,150.89	3,150.89	22,849.11
	Fund: 403 - IMPACT FEES Total:	26,000.00	26,000.00	3,150.89	3,150.89	22,849.11
	Expense Total:	26,000.00	26,000.00	3,150.89	3,150.89	22,849.11
	Fund: 403 - IMPACT FEES Surplus (Deficit):	24,000.00	24,000.00	5,970.06	36,758.87	
Fund: 404 - DEVELOPMENT FEES						
Revenue						
Fund: 404 - DEVELOPMENT FEES						
Department: 000 - Non-Departmental						
404-4-000-01-4310	Street Impact Fees	450,000.00	450,000.00	10,288.62	171,649.74	278,350.26
404-4-000-07-4200	Development Fees	0.00	0.00	46,023.00	46,023.00	-46,023.00
404-4-000-07-4700	Fire Services Fund	200,000.00	200,000.00	0.00	145,571.00	54,429.00
404-4-000-07-4710	Park Development Fees	800,000.00	800,000.00	18,000.00	513,000.00	287,000.00
404-4-000-09-4500	Interest Income	300,000.00	300,000.00	20,029.77	84,624.40	215,375.60
404-4-000-09-4501	Interest Income Park Fees Fund	0.00	0.00	0.33	1.28	-1.28
404-4-000-99-4091	Transfers In	450,000.00	450,000.00	0.00	0.00	450,000.00
	Department: 000 - Non-Departmental Total:	2,200,000.00	2,200,000.00	94,341.72	960,869.42	1,239,130.58
	Fund: 404 - DEVELOPMENT FEES Total:	2,200,000.00	2,200,000.00	94,341.72	960,869.42	1,239,130.58
	Revenue Total:	2,200,000.00	2,200,000.00	94,341.72	960,869.42	1,239,130.58
Expense						
Fund: 404 - DEVELOPMENT FEES						
Department: 404 - Court Security						
404-5-404-06-5911	ParkMaster Plan	0.00	0.00	0.00	114.66	-114.66
404-5-404-06-5912	Capital Expenditure - Parks	1,200,000.00	1,200,000.00	0.00	-3,435.20	1,203,435.20
404-5-404-06-5913	Capital Expenditure - Fire	1,000,000.00	1,000,000.00	2,217.52	75,983.84	924,016.16
	Department: 404 - Court Security Total:	2,200,000.00	2,200,000.00	2,217.52	72,663.30	2,127,336.70
	Fund: 404 - DEVELOPMENT FEES Total:	2,200,000.00	2,200,000.00	2,217.52	72,663.30	2,127,336.70
	Expense Total:	2,200,000.00	2,200,000.00	2,217.52	72,663.30	2,127,336.70
	Fund: 404 - DEVELOPMENT FEES Surplus (Deficit):	0.00	0.00	92,124.20	888,206.12	
Fund: 405 - GRANT FUND						
Revenue						
Fund: 405 - GRANT FUND						
Department: 000 - Non-Departmental						
405-4-000-09-4500	Interest Income	0.00	0.00	3.01	12.53	-12.53
	Department: 000 - Non-Departmental Total:	0.00	0.00	3.01	12.53	-12.53
	Fund: 405 - GRANT FUND Total:	0.00	0.00	3.01	12.53	-12.53
	Revenue Total:	0.00	0.00	3.01	12.53	-12.53
Expense						
Fund: 405 - GRANT FUND						
Department: 405 - Grants						
405-5-405-84-5122	CDBG water lines	0.00	0.00	2,393.13	2,393.13	-2,393.13
405-5-405-84-5123	ARPA Pump Station Generators	0.00	0.00	0.00	1,680.18	-1,680.18
	Department: 405 - Grants Total:	0.00	0.00	2,393.13	4,073.31	-4,073.31
	Fund: 405 - GRANT FUND Total:	0.00	0.00	2,393.13	4,073.31	-4,073.31
	Expense Total:	0.00	0.00	2,393.13	4,073.31	-4,073.31
	Fund: 405 - GRANT FUND Surplus (Deficit):	0.00	0.00	-2,390.12	-4,060.78	
Fund: 406 - HOLDING ACCT DEV AGREEMTS						
Revenue						
Fund: 406 - HOLDING ACCT DEV AGREEMTS						
Department: 000 - Non-Departmental						
406-4-000-06-4500	Developer Contributions	0.00	0.00	0.00	-1,856.25	1,856.25
406-4-000-06-4501	Regatta (Silverado) DA	0.00	0.00	0.00	-5,505.27	5,505.27
406-4-000-06-4502	Venable Development Agreement	0.00	0.00	0.00	-4,327.63	4,327.63

Income Statement

For Fiscal: 10/2025-09/2026 Period Ending: 01/31/2026

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
406-4-000-06-4503	Jackson Ridge Development Agmt	0.00	0.00	0.00	-1,310.50	1,310.50
406-4-000-06-4505	Horizon Deer Creek Dev Agrmt	0.00	0.00	0.00	6,957.61	-6,957.61
406-4-000-06-4509	Keeneland Developmenet Agree	0.00	0.00	0.00	-10,167.08	10,167.08
406-4-000-06-5407	DA - Aubrey Plant/N/S	0.00	0.00	0.00	24,639.60	-24,639.60
406-4-000-06-5408	PSA - High Point Ranch	0.00	0.00	0.00	-240,972.91	240,972.91
406-4-000-06-5411	DA Pecan Creek	0.00	0.00	0.00	-5,291.27	5,291.27
406-4-000-06-5413	High Point Ranch Commercial DA	0.00	0.00	0.00	-22,558.28	22,558.28
406-4-000-06-5414	HPR - Lennar	0.00	0.00	0.00	-55,965.43	55,965.43
406-4-000-06-5415	Duck Point MM Aubrey	0.00	0.00	0.00	-37,523.15	37,523.15
406-4-000-06-5416	ARCK Development (Knuckles Rd)	0.00	0.00	0.00	-26,150.89	26,150.89
406-4-000-06-5417	Aubrey Hts PSA	0.00	0.00	0.00	-28,282.53	28,282.53
406-4-000-06-5418	Ribbonwood	0.00	0.00	0.00	15,477.71	-15,477.71
406-4-000-06-5419	Lennar Loyd Ranch	0.00	0.00	0.00	-49,479.73	49,479.73
406-4-000-06-5420	Project Alpha US 377	0.00	0.00	0.00	-8,653.09	8,653.09
406-4-000-06-5421	Blackjack 4Star	0.00	0.00	0.00	-1,896.92	1,896.92
406-4-000-06-5422	Hidden Lake	0.00	0.00	0.00	-20,890.68	20,890.68
406-4-000-06-5423	HMR Grand Restaurant PSA	0.00	0.00	0.00	-4,389.84	4,389.84
406-4-000-06-5424	Pretium - 428 Mixed Use	0.00	0.00	0.00	24,361.00	-24,361.00
406-4-000-06-5425	Cencor Acquisition	0.00	0.00	0.00	-9,345.74	9,345.74
406-4-000-06-5426	Clear Water Car Wash	0.00	0.00	0.00	5,000.00	-5,000.00
406-4-000-06-5427	Shops at High Meadow	0.00	0.00	0.00	-2,732.63	2,732.63
406-4-000-06-5428	7 Eleven	0.00	0.00	0.00	-3,149.20	3,149.20
406-4-000-06-5429	Amberwood Duplex	0.00	0.00	0.00	7,500.00	-7,500.00
406-4-000-06-5430	403 S Main Development	0.00	0.00	0.00	3,489.98	-3,489.98
406-4-000-06-5431	Bouchie Addition	0.00	0.00	0.00	5,000.00	-5,000.00
406-4-000-06-5432	Popeyes	0.00	0.00	0.00	10,000.00	-10,000.00
406-4-000-06-5433	Trailhead	0.00	0.00	0.00	25,000.00	-25,000.00
406-4-000-06-5434	Onyx Land Acquisitions	0.00	0.00	0.00	2,500.00	-2,500.00
406-4-000-06-5435	McDonald's PSA	0.00	0.00	0.00	10,000.00	-10,000.00
406-4-000-06-5436	Panda Express	0.00	0.00	5,000.00	5,000.00	-5,000.00
406-4-000-06-5437	Brakes Plus	0.00	0.00	10,000.00	10,000.00	-10,000.00
Department: 000 - Non-Departmental Total:		0.00	0.00	15,000.00	-385,523.12	385,523.12
Fund: 406 - HOLDING ACCT DEV AGREEMTS Total:		0.00	0.00	15,000.00	-385,523.12	385,523.12
Revenue Total:		0.00	0.00	15,000.00	-385,523.12	385,523.12

Expense

Fund: 406 - HOLDING ACCT DEV AGREEMTS

Department: 406 - Development Agreements

406-5-406-06-5720	Silverado (Regatta) Dev Agrmt	0.00	0.00	1,033.00	3,054.02	-3,054.02
406-5-406-06-5723	DA - Aubrey Plant/N/S	0.00	0.00	276.96	3,278.85	-3,278.85
406-5-406-06-5727	DA - Maylar	0.00	0.00	0.00	1,298.68	-1,298.68
406-5-406-06-5728	DA - RIBBONWOOD	0.00	0.00	426.18	3,021.50	-3,021.50
406-5-406-06-5729	Sweet Cow / Aub Hts	0.00	0.00	1,615.82	9,631.32	-9,631.32
406-5-406-06-5733	403 S Main Development	0.00	0.00	1,250.86	3,458.99	-3,458.99
406-5-406-06-6460	Duck Point MM Aubrey	0.00	0.00	4,377.00	11,761.42	-11,761.42
406-5-406-06-6461	High Point Ranch Commercial DA	0.00	0.00	1,168.21	3,001.09	-3,001.09
406-5-406-06-6462	Pecan Creek Residential	0.00	0.00	0.00	3,815.42	-3,815.42
406-5-406-06-6463	HPR - Lennar Onsites	0.00	0.00	856.71	4,548.08	-4,548.08
406-5-406-06-6470	DA US 377 Project Alpha	0.00	0.00	242.50	864.29	-864.29
406-5-406-06-6472	ARCK Development (Knuckles Rd)	0.00	0.00	300.00	4,092.31	-4,092.31
406-5-406-06-6474	Hidden Lake	0.00	0.00	1,052.50	3,697.50	-3,697.50
406-5-406-06-6476	Pretium - 428 Mixed Use	0.00	0.00	615.00	5,991.66	-5,991.66
406-5-406-06-6478	Solid Rock	0.00	0.00	694.70	694.70	-694.70
406-5-406-06-6483	Bouchie Addition	0.00	0.00	0.00	337.50	-337.50
406-5-406-06-6484	Popeyes	0.00	0.00	0.00	873.16	-873.16
406-5-406-06-6485	Trailhead	0.00	0.00	0.00	2,250.00	-2,250.00

Income Statement

For Fiscal: 10/2025-09/2026 Period Ending: 01/31/2026

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
406-5-406-06-6486 Onyx Land Acquisitions	0.00	0.00	2,158.46	15,382.00	-15,382.00
Department: 406 - Development Agreements Total:	0.00	0.00	16,067.90	81,052.49	-81,052.49
Fund: 406 - HOLDING ACCT DEV AGREEMTS Total:	0.00	0.00	16,067.90	81,052.49	-81,052.49
Expense Total:	0.00	0.00	16,067.90	81,052.49	-81,052.49
Fund: 406 - HOLDING ACCT DEV AGREEMTS Surplus (Deficit):	0.00	0.00	-1,067.90	-466,575.61	

Fund: 501 - CAPITAL PROJECTS FUND

Revenue

Fund: 501 - CAPITAL PROJECTS FUND

Department: 000 - Non-Departmental

501-4-000-05-4500 Interest Income	274,912.00	274,912.00	855.74	5,576.30	269,335.70
501-4-000-05-4503 Interest Income - CO 2025 Govt	0.00	0.00	141,656.45	617,980.17	-617,980.17
501-4-000-06-4500 Developer Contrib ABP LLC	0.00	0.00	500,471.41	1,577,191.24	-1,577,191.24
501-4-000-06-4510 Developer Cont Lennar HPR	0.00	0.00	209,256.05	521,428.55	-521,428.55
501-4-000-06-4515 Developer Contribution AHE	0.00	0.00	0.00	25,889.73	-25,889.73
501-4-000-99-4091 Transfers In	22,637,116.00	22,637,116.00	0.00	0.00	22,637,116.00
501-4-000-99-4092 Capital Carryforward	63,076,334.00	63,076,334.00	0.00	0.00	63,076,334.00
Department: 000 - Non-Departmental Total:	85,988,362.00	85,988,362.00	852,239.65	2,748,065.99	83,240,296.01
Fund: 501 - CAPITAL PROJECTS FUND Total:	85,988,362.00	85,988,362.00	852,239.65	2,748,065.99	83,240,296.01
Revenue Total:	85,988,362.00	85,988,362.00	852,239.65	2,748,065.99	83,240,296.01

Expense

Fund: 501 - CAPITAL PROJECTS FUND

Department: 501 - Capital Projects

501-5-501-09-5633 Capital Public Safety Equip	219,298.00	219,298.00	0.00	0.00	219,298.00
501-5-501-09-5634 Inflow & Infiltration (INI)	0.00	0.00	0.00	119,373.34	-119,373.34
501-5-501-09-5650 Capital Public Safety 2022 CO	0.00	0.00	-6,825.00	119,661.46	-119,661.46
501-5-501-09-5651 Capital Vehicle Replacement	1,895,436.00	1,895,436.00	0.00	765,225.82	1,130,210.18
501-5-501-09-5653 2027 Fire Truck Metro Fire	0.00	0.00	0.00	1,126,220.00	-1,126,220.00
501-5-501-09-5657 Capital Modular Building	0.00	0.00	105,070.80	105,070.80	-105,070.80
501-5-501-09-5658 CO 2024 FS#2	0.00	0.00	188,819.38	376,002.24	-376,002.24
501-5-501-09-5660 HW 377 Utility Relocates	0.00	0.00	31,281.09	129,932.80	-129,932.80
501-5-501-09-5661 Blackjack House	0.00	0.00	280.24	4,393.46	-4,393.46
501-5-501-09-5662 Fire Training Land 10 Acres	0.00	0.00	0.00	1,893,197.88	-1,893,197.88
501-5-501-09-5663 428 & Hill St Ground Storage Tank	0.00	0.00	3,595.67	8,770.32	-8,770.32
501-5-501-09-5689 Street Projects	1,900,000.00	1,900,000.00	11,470.16	52,374.45	1,847,625.55
501-5-501-09-5690 Admin Projects	343,848.00	343,848.00	28,892.86	225,539.84	118,308.16
501-5-501-09-5902 Capex Water	43,000.00	43,000.00	0.00	0.00	43,000.00
501-5-501-09-5951 Capex Sewer	210,000.00	210,000.00	49,477.35	99,139.00	110,861.00
501-5-501-09-5952 2024 Ph 2 Offsites	0.00	0.00	503,443.10	1,270,057.16	-1,270,057.16
501-5-501-09-5953 WWTP Expansion	20,000,000.00	20,000,000.00	46,038.95	5,190,706.34	14,809,293.66
501-5-501-09-5954 UTRWD Delivery Point	6,000,000.00	6,000,000.00	9,983.19	23,450.19	5,976,549.81
501-5-501-09-5955 FM 428 Lift Station	0.00	0.00	284,735.22	272,299.02	-272,299.02
501-5-501-09-5956 Rock Hill Water Well	0.00	0.00	0.00	411,757.29	-411,757.29
501-5-501-09-5958 104 Sycamore	0.00	0.00	0.00	325,995.89	-325,995.89
501-5-501-09-5960 Trevedi Well	7,000,000.00	7,000,000.00	5,378.00	21,512.00	6,978,488.00
501-5-501-09-5961 Faulkner Ground Storage	0.00	0.00	33,760.00	81,649.25	-81,649.25
501-5-501-09-5963 Frontier St Reconstruction	920,000.00	920,000.00	3,968.36	66,653.65	853,346.35
501-5-501-09-5964 McNatt St Extension	3,000,000.00	3,000,000.00	4,565.86	23,447.15	2,976,552.85
501-5-501-09-5965 Pecan Ck LS Expand Ph3 S5	3,000,000.00	3,000,000.00	1,465.00	34,287.02	2,965,712.98
501-5-501-09-5966 Storm Water Master Plan	6,500,000.00	6,500,000.00	0.00	34,750.00	6,465,250.00
501-5-501-09-5967 Dane St. Project	1,100,000.00	1,100,000.00	0.00	21,180.70	1,078,819.30
501-5-501-09-5969 Veterans Park Ph 2	800,000.00	800,000.00	0.00	-37,461.30	837,461.30
501-5-501-09-5970 Winn Ridge Park	1,300,000.00	1,300,000.00	534,272.72	942,347.69	357,652.31
501-5-501-09-5972 Sports Complex	25,000,000.00	25,000,000.00	0.00	145,499.55	24,854,500.45
501-5-501-09-5974 Trivedi Park	1,850,000.00	1,850,000.00	0.00	0.00	1,850,000.00
501-5-501-09-5975 Main St Ph 2	2,300,000.00	2,300,000.00	0.00	0.00	2,300,000.00
501-5-501-09-5977 Land Purchases	1,500,000.00	1,500,000.00	0.00	0.00	1,500,000.00
501-5-501-09-5978 Dog Park	100,000.00	100,000.00	0.00	0.00	100,000.00

Income Statement

For Fiscal: 10/2025-09/2026 Period Ending: 01/31/2026

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
501-5-501-09-5979	Municipal Buildings	0.00	0.00	14,608.50	14,608.50	-14,608.50
501-5-501-09-5980	Drainage Improvement - D Lynne	0.00	0.00	3,384.80	76,951.24	-76,951.24
501-5-501-98-5899	Bond Issue Costs	1,006,780.00	1,006,780.00	0.00	0.00	1,006,780.00
Department: 501 - Capital Projects Total:		85,988,362.00	85,988,362.00	1,857,666.25	13,944,592.75	72,043,769.25
Fund: 501 - CAPITAL PROJECTS FUND Total:		85,988,362.00	85,988,362.00	1,857,666.25	13,944,592.75	72,043,769.25
Expense Total:		85,988,362.00	85,988,362.00	1,857,666.25	13,944,592.75	72,043,769.25
Fund: 501 - CAPITAL PROJECTS FUND Surplus (Deficit):		0.00	0.00	-1,005,426.60	-11,196,526.76	
Fund: 801 - EMPLOYEE BENEFIT TRUST						
Revenue						
Fund: 801 - EMPLOYEE BENEFIT TRUST						
Department: 000 - Non-Departmental						
801-4-000-09-4430	Employer Insurance Premiums	1,676,638.00	1,676,638.00	158,260.33	656,340.32	1,020,297.68
801-4-000-09-4440	Employee Insurance Premiums	275,690.00	275,690.00	12,876.44	99,945.15	175,744.85
801-4-000-09-4480	Flex Spending Account	13,312.00	13,312.00	738.44	3,684.59	9,627.41
801-4-000-09-4500	Interest Income	10,000.00	10,000.00	2,464.13	9,517.33	482.67
Department: 000 - Non-Departmental Total:		1,975,640.00	1,975,640.00	174,339.34	769,487.39	1,206,152.61
Fund: 801 - EMPLOYEE BENEFIT TRUST Total:		1,975,640.00	1,975,640.00	174,339.34	769,487.39	1,206,152.61
Revenue Total:		1,975,640.00	1,975,640.00	174,339.34	769,487.39	1,206,152.61
Expense						
Fund: 801 - EMPLOYEE BENEFIT TRUST						
Department: 177 - Insurance Premiums						
801-5-177-01-4090	Administrative Fee	1,500.00	1,500.00	160.00	656.00	844.00
801-5-177-01-5111	Health Insurance	1,200,000.00	1,200,000.00	110,491.64	327,183.68	872,816.32
801-5-177-01-5112	Dental Insurance	90,000.00	90,000.00	8,582.92	25,513.26	64,486.74
801-5-177-01-5113	Vision Insurance	15,000.00	15,000.00	1,180.88	5,424.13	9,575.87
801-5-177-01-5115	Life Insurance	95,500.00	95,500.00	10,483.59	41,209.27	54,290.73
801-5-177-01-5117	Voluntary Policies	15,000.00	15,000.00	3,144.92	8,057.94	6,942.06
801-5-177-01-5118	Flex Spending	20,000.00	20,000.00	1,451.79	5,027.55	14,972.45
801-5-177-01-5119	New Benefits	23,000.00	23,000.00	2,241.90	8,872.20	14,127.80
801-5-177-01-5120	Careflight/PHI	9,000.00	9,000.00	0.00	2,987.00	6,013.00
Department: 177 - Insurance Premiums Total:		1,469,000.00	1,469,000.00	137,737.64	424,931.03	1,044,068.97
Fund: 801 - EMPLOYEE BENEFIT TRUST Total:		1,469,000.00	1,469,000.00	137,737.64	424,931.03	1,044,068.97
Expense Total:		1,469,000.00	1,469,000.00	137,737.64	424,931.03	1,044,068.97
Fund: 801 - EMPLOYEE BENEFIT TRUST Surplus (Deficit):		506,640.00	506,640.00	36,601.70	344,556.36	
Total Surplus (Deficit):		1,908,670.00	1,908,670.00	425,199.10	-7,512,747.61	

Income Statement

For Fiscal: 10/2025-09/2026 Period Ending: 01/31/2026

Group Summary

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 101 - GENERAL FUND					
Revenue					
Fund: 101 - GENERAL FUND					
000 - Non-Departmental	22,421,377.00	22,421,377.00	2,966,081.27	8,725,978.73	13,695,398.27
Fund: 101 - GENERAL FUND Total:	22,421,377.00	22,421,377.00	2,966,081.27	8,725,978.73	13,695,398.27
Revenue Total:	22,421,377.00	22,421,377.00	2,966,081.27	8,725,978.73	13,695,398.27
Expense					
Fund: 101 - GENERAL FUND					
101 - Administration	1,591,935.00	1,591,935.00	194,422.54	693,443.37	898,491.63
102 - Police Department	6,139,685.00	6,139,685.00	487,251.96	2,069,699.47	4,069,985.53
103 - Fire Department	9,618,367.00	9,618,367.00	800,466.22	3,408,243.20	6,210,123.80
104 - Engineering	422,834.00	422,834.00	37,640.23	109,037.29	313,796.71
105 - Streets Department	404,633.00	404,633.00	42,646.15	141,786.24	262,846.76
107 - Development Services	1,929,571.00	1,929,571.00	216,747.24	790,124.16	1,139,446.84
108 - Court	137,986.00	137,986.00	11,773.82	41,076.17	96,909.83
110 - Parks & Recreation	714,139.00	714,139.00	49,873.73	225,481.39	488,657.61
111 - Library	586,438.00	586,438.00	46,922.69	187,828.84	398,609.16
115 - Fleet	78,082.00	78,082.00	26,336.79	108,559.88	-30,477.88
117 - HR	334,622.00	334,622.00	20,400.33	109,576.69	225,045.31
Fund: 101 - GENERAL FUND Total:	21,958,292.00	21,958,292.00	1,934,481.70	7,884,856.70	14,073,435.30
Expense Total:	21,958,292.00	21,958,292.00	1,934,481.70	7,884,856.70	14,073,435.30
Fund: 101 - GENERAL FUND Surplus (Deficit):	463,085.00	463,085.00	1,031,599.57	841,122.03	-378,037.03
Fund: 201 - WATER FUND					
Revenue					
Fund: 201 - WATER FUND					
000 - Non-Departmental	4,923,597.00	4,923,597.00	282,397.50	1,248,211.13	3,675,385.87
Fund: 201 - WATER FUND Total:	4,923,597.00	4,923,597.00	282,397.50	1,248,211.13	3,675,385.87
Revenue Total:	4,923,597.00	4,923,597.00	282,397.50	1,248,211.13	3,675,385.87
Expense					
Fund: 201 - WATER FUND					
201 - Water	4,134,314.00	4,134,314.00	169,602.17	715,334.82	3,418,979.18
Fund: 201 - WATER FUND Total:	4,134,314.00	4,134,314.00	169,602.17	715,334.82	3,418,979.18
Expense Total:	4,134,314.00	4,134,314.00	169,602.17	715,334.82	3,418,979.18
Fund: 201 - WATER FUND Surplus (Deficit):	789,283.00	789,283.00	112,795.33	532,876.31	256,406.69
Fund: 202 - SEWER FUND					
Revenue					
Fund: 202 - SEWER FUND					
000 - Non-Departmental	3,702,130.00	3,702,130.00	213,112.72	1,091,539.65	2,610,590.35
Fund: 202 - SEWER FUND Total:	3,702,130.00	3,702,130.00	213,112.72	1,091,539.65	2,610,590.35
Revenue Total:	3,702,130.00	3,702,130.00	213,112.72	1,091,539.65	2,610,590.35
Expense					
Fund: 202 - SEWER FUND					
202 - Sewer	3,601,075.00	3,601,075.00	113,218.86	467,944.96	3,133,130.04
Fund: 202 - SEWER FUND Total:	3,601,075.00	3,601,075.00	113,218.86	467,944.96	3,133,130.04
Expense Total:	3,601,075.00	3,601,075.00	113,218.86	467,944.96	3,133,130.04
Fund: 202 - SEWER FUND Surplus (Deficit):	101,055.00	101,055.00	99,893.86	623,594.69	-522,539.69
Fund: 205 - SOLID WASTE FUND					
Revenue					
Fund: 205 - SOLID WASTE FUND					
000 - Non-Departmental	2,790,000.00	2,790,000.00	66,492.65	676,677.53	2,113,322.47
Fund: 205 - SOLID WASTE FUND Total:	2,790,000.00	2,790,000.00	66,492.65	676,677.53	2,113,322.47
Revenue Total:	2,790,000.00	2,790,000.00	66,492.65	676,677.53	2,113,322.47

Income Statement

For Fiscal: 10/2025-09/2026 Period Ending: 01/31/2026

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Expense					
Fund: 205 - SOLID WASTE FUND					
205 - Solid Waste	2,790,000.00	2,790,000.00	249,753.75	959,925.01	1,830,074.99
Fund: 205 - SOLID WASTE FUND Total:	2,790,000.00	2,790,000.00	249,753.75	959,925.01	1,830,074.99
Expense Total:	2,790,000.00	2,790,000.00	249,753.75	959,925.01	1,830,074.99
Fund: 205 - SOLID WASTE FUND Surplus (Deficit):	0.00	0.00	-183,261.10	-283,247.48	283,247.48
Fund: 301 - DEBT SERVICE FUND					
Revenue					
Fund: 301 - DEBT SERVICE FUND					
000 - Non-Departmental	4,341,523.00	4,341,523.00	238,979.58	1,188,740.49	3,152,782.51
Fund: 301 - DEBT SERVICE FUND Total:	4,341,523.00	4,341,523.00	238,979.58	1,188,740.49	3,152,782.51
Revenue Total:	4,341,523.00	4,341,523.00	238,979.58	1,188,740.49	3,152,782.51
Expense					
Fund: 301 - DEBT SERVICE FUND					
301 - Debt Service	4,341,523.00	4,341,523.00	0.00	0.00	4,341,523.00
Fund: 301 - DEBT SERVICE FUND Total:	4,341,523.00	4,341,523.00	0.00	0.00	4,341,523.00
Expense Total:	4,341,523.00	4,341,523.00	0.00	0.00	4,341,523.00
Fund: 301 - DEBT SERVICE FUND Surplus (Deficit):	0.00	0.00	238,979.58	1,188,740.49	-1,188,740.49
Fund: 401 - SPECIAL REVENUE FUND					
Revenue					
Fund: 401 - SPECIAL REVENUE FUND					
000 - Non-Departmental	28,107.00	28,107.00	2,687.38	16,261.56	11,845.44
Fund: 401 - SPECIAL REVENUE FUND Total:	28,107.00	28,107.00	2,687.38	16,261.56	11,845.44
Revenue Total:	28,107.00	28,107.00	2,687.38	16,261.56	11,845.44
Expense					
Fund: 401 - SPECIAL REVENUE FUND					
401 - Officers Training Fund	10,500.00	10,500.00	3,413.16	9,131.41	1,368.59
408 - Seizure	0.00	0.00	0.00	585.00	-585.00
Fund: 401 - SPECIAL REVENUE FUND Total:	10,500.00	10,500.00	3,413.16	9,716.41	783.59
Expense Total:	10,500.00	10,500.00	3,413.16	9,716.41	783.59
Fund: 401 - SPECIAL REVENUE FUND Surplus (Deficit):	17,607.00	17,607.00	-725.78	6,545.15	11,061.85
Fund: 402 - TIRZ JACKSON RIDGE					
Revenue					
Fund: 402 - TIRZ JACKSON RIDGE					
000 - Non-Departmental	1,101,517.00	1,101,517.00	106.30	852,986.94	248,530.06
Fund: 402 - TIRZ JACKSON RIDGE Total:	1,101,517.00	1,101,517.00	106.30	852,986.94	248,530.06
Revenue Total:	1,101,517.00	1,101,517.00	106.30	852,986.94	248,530.06
Expense					
Fund: 402 - TIRZ JACKSON RIDGE					
402 - TIRZ	1,094,517.00	1,094,517.00	0.00	877,723.94	216,793.06
Fund: 402 - TIRZ JACKSON RIDGE Total:	1,094,517.00	1,094,517.00	0.00	877,723.94	216,793.06
Expense Total:	1,094,517.00	1,094,517.00	0.00	877,723.94	216,793.06
Fund: 402 - TIRZ JACKSON RIDGE Surplus (Deficit):	7,000.00	7,000.00	106.30	-24,737.00	31,737.00
Fund: 403 - IMPACT FEES					
Revenue					
Fund: 403 - IMPACT FEES					
000 - Non-Departmental	50,000.00	50,000.00	9,120.95	39,909.76	10,090.24
Fund: 403 - IMPACT FEES Total:	50,000.00	50,000.00	9,120.95	39,909.76	10,090.24
Revenue Total:	50,000.00	50,000.00	9,120.95	39,909.76	10,090.24
Expense					
Fund: 403 - IMPACT FEES					
403 - Court Technology	26,000.00	26,000.00	3,150.89	3,150.89	22,849.11

Income Statement

For Fiscal: 10/2025-09/2026 Period Ending: 01/31/2026

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 403 - IMPACT FEES Total:	26,000.00	26,000.00	3,150.89	3,150.89	22,849.11
Expense Total:	26,000.00	26,000.00	3,150.89	3,150.89	22,849.11
Fund: 403 - IMPACT FEES Surplus (Deficit):	24,000.00	24,000.00	5,970.06	36,758.87	-12,758.87
Fund: 404 - DEVELOPMENT FEES					
Revenue					
Fund: 404 - DEVELOPMENT FEES					
000 - Non-Departmental	2,200,000.00	2,200,000.00	94,341.72	960,869.42	1,239,130.58
Fund: 404 - DEVELOPMENT FEES Total:	2,200,000.00	2,200,000.00	94,341.72	960,869.42	1,239,130.58
Revenue Total:	2,200,000.00	2,200,000.00	94,341.72	960,869.42	1,239,130.58
Expense					
Fund: 404 - DEVELOPMENT FEES					
404 - Court Security	2,200,000.00	2,200,000.00	2,217.52	72,663.30	2,127,336.70
Fund: 404 - DEVELOPMENT FEES Total:	2,200,000.00	2,200,000.00	2,217.52	72,663.30	2,127,336.70
Expense Total:	2,200,000.00	2,200,000.00	2,217.52	72,663.30	2,127,336.70
Fund: 404 - DEVELOPMENT FEES Surplus (Deficit):	0.00	0.00	92,124.20	888,206.12	-888,206.12
Fund: 405 - GRANT FUND					
Revenue					
Fund: 405 - GRANT FUND					
000 - Non-Departmental	0.00	0.00	3.01	12.53	-12.53
Fund: 405 - GRANT FUND Total:	0.00	0.00	3.01	12.53	-12.53
Revenue Total:	0.00	0.00	3.01	12.53	-12.53
Expense					
Fund: 405 - GRANT FUND					
405 - Grants	0.00	0.00	2,393.13	4,073.31	-4,073.31
Fund: 405 - GRANT FUND Total:	0.00	0.00	2,393.13	4,073.31	-4,073.31
Expense Total:	0.00	0.00	2,393.13	4,073.31	-4,073.31
Fund: 405 - GRANT FUND Surplus (Deficit):	0.00	0.00	-2,390.12	-4,060.78	4,060.78
Fund: 406 - HOLDING ACCT DEV AGREEMTS					
Revenue					
Fund: 406 - HOLDING ACCT DEV AGREEMTS					
000 - Non-Departmental	0.00	0.00	15,000.00	-385,523.12	385,523.12
Fund: 406 - HOLDING ACCT DEV AGREEMTS Total:	0.00	0.00	15,000.00	-385,523.12	385,523.12
Revenue Total:	0.00	0.00	15,000.00	-385,523.12	385,523.12
Expense					
Fund: 406 - HOLDING ACCT DEV AGREEMTS					
406 - Development Agreements	0.00	0.00	16,067.90	81,052.49	-81,052.49
Fund: 406 - HOLDING ACCT DEV AGREEMTS Total:	0.00	0.00	16,067.90	81,052.49	-81,052.49
Expense Total:	0.00	0.00	16,067.90	81,052.49	-81,052.49
Fund: 406 - HOLDING ACCT DEV AGREEMTS Surplus (Deficit):	0.00	0.00	-1,067.90	-466,575.61	466,575.61
Fund: 501 - CAPITAL PROJECTS FUND					
Revenue					
Fund: 501 - CAPITAL PROJECTS FUND					
000 - Non-Departmental	85,988,362.00	85,988,362.00	852,239.65	2,748,065.99	83,240,296.01
Fund: 501 - CAPITAL PROJECTS FUND Total:	85,988,362.00	85,988,362.00	852,239.65	2,748,065.99	83,240,296.01
Revenue Total:	85,988,362.00	85,988,362.00	852,239.65	2,748,065.99	83,240,296.01
Expense					
Fund: 501 - CAPITAL PROJECTS FUND					
501 - Capital Projects	85,988,362.00	85,988,362.00	1,857,666.25	13,944,592.75	72,043,769.25
Fund: 501 - CAPITAL PROJECTS FUND Total:	85,988,362.00	85,988,362.00	1,857,666.25	13,944,592.75	72,043,769.25
Expense Total:	85,988,362.00	85,988,362.00	1,857,666.25	13,944,592.75	72,043,769.25
Fund: 501 - CAPITAL PROJECTS FUND Surplus (Deficit):	0.00	0.00	-1,005,426.60	-11,196,526.76	11,196,526.76

Income Statement

For Fiscal: 10/2025-09/2026 Period Ending: 01/31/2026

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 801 - EMPLOYEE BENEFIT TRUST					
Revenue					
Fund: 801 - EMPLOYEE BENEFIT TRUST					
000 - Non-Departmental	1,975,640.00	1,975,640.00	174,339.34	769,487.39	1,206,152.61
Fund: 801 - EMPLOYEE BENEFIT TRUST Total:	1,975,640.00	1,975,640.00	174,339.34	769,487.39	1,206,152.61
Revenue Total:	1,975,640.00	1,975,640.00	174,339.34	769,487.39	1,206,152.61
Expense					
Fund: 801 - EMPLOYEE BENEFIT TRUST					
177 - Insurance Premiums	1,469,000.00	1,469,000.00	137,737.64	424,931.03	1,044,068.97
Fund: 801 - EMPLOYEE BENEFIT TRUST Total:	1,469,000.00	1,469,000.00	137,737.64	424,931.03	1,044,068.97
Expense Total:	1,469,000.00	1,469,000.00	137,737.64	424,931.03	1,044,068.97
Fund: 801 - EMPLOYEE BENEFIT TRUST Surplus (Deficit):	506,640.00	506,640.00	36,601.70	344,556.36	162,083.64
Total Surplus (Deficit):	1,908,670.00	1,908,670.00	425,199.10	-7,512,747.61	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
101 - GENERAL FUND	463,085.00	463,085.00	1,031,599.57	841,122.03	-378,037.03
201 - WATER FUND	789,283.00	789,283.00	112,795.33	532,876.31	256,406.69
202 - SEWER FUND	101,055.00	101,055.00	99,893.86	623,594.69	-522,539.69
205 - SOLID WASTE FUND	0.00	0.00	-183,261.10	-283,247.48	283,247.48
301 - DEBT SERVICE FUND	0.00	0.00	238,979.58	1,188,740.49	-1,188,740.49
401 - SPECIAL REVENUE FUND	17,607.00	17,607.00	-725.78	6,545.15	11,061.85
402 - TIRZ JACKSON RIDGE	7,000.00	7,000.00	106.30	-24,737.00	31,737.00
403 - IMPACT FEES	24,000.00	24,000.00	5,970.06	36,758.87	-12,758.87
404 - DEVELOPMENT FEES	0.00	0.00	92,124.20	888,206.12	-888,206.12
405 - GRANT FUND	0.00	0.00	-2,390.12	-4,060.78	4,060.78
406 - HOLDING ACCT DEV A...	0.00	0.00	-1,067.90	-466,575.61	466,575.61
501 - CAPITAL PROJECTS FU...	0.00	0.00	-1,005,426.60	-11,196,526.76	11,196,526.76
801 - EMPLOYEE BENEFIT TR...	506,640.00	506,640.00	36,601.70	344,556.36	162,083.64
Total Surplus (Deficit):	1,908,670.00	1,908,670.00	425,199.10	-7,512,747.61	



Balance Sheet by Fund

(Unaudited)

January 2026



Aubrey, TX

Balance Sheet

Account Summary

As Of 01/31/2026

Account	Name	Balance
Fund: 101 - GENERAL FUND		
Assets		
101-1-1-000-00	General Fund Cash	2,743,874.99
101-1-1-000-10	Cash on hand - Court drawer	200.00
101-1-1-000-84	Claim on Cash General	6,765,618.07
101-1-1-000-90	Investment Account	5,472,136.32
101-1-1-013-10	Accounts Receivable	-40,182.08
101-1-1-013-20	Taxes Receivable	29,733.55
101-1-1-013-25	Emergicon EMS AR	2,436,287.00
101-1-1-013-33	Allowance for Taxes	-6,317.42
101-1-1-013-35	Allowance for EMS AR	-2,059,539.00
101-1-1-013-37	Sales Tax Receivable	415,328.60
101-1-1-015-00	Court Fees Receivable	485,879.43
101-1-1-015-50	Allowance for Court Fees	-315,018.34
101-1-1-021-00	Prepays	460,000.00
101-1-1-050-00	Inventory	38,009.02
101-1-3-000-80	Due from other funds EBT	50,000.00
Total Assets:		16,476,010.14
		16,476,010.14
Liability		
101-2-1-010-00	Accounts Payable Pooled	783,661.54
101-2-1-010-01	Accounts Payable-General Fund	12,052.20
101-2-1-010-14	Deferred Revenue Taxes	23,416.13
101-2-1-010-15	Deferred Revenue Court	170,861.39
101-2-1-010-16	Deferred Revenue EMS	376,748.00
101-2-1-021-02	Payroll Benefits Liability	25.00
101-2-1-023-40	Collection fees payable-MVBA	1,194.90
101-2-1-023-70	OMNI fee - court	-8.02
101-2-1-029-80	104 Sycamore Deposit	1,300.00
101-2-3-901-00	Due to Payroll Fund	-0.02
Total Liability:		1,369,251.12
Equity		
101-3-1-033-00	Fund Balance General Fund	14,265,636.99
Total Beginning Equity:		14,265,636.99
Total Revenue		8,725,978.73
Total Expense		7,884,856.70
Revenues Over/Under Expenses		841,122.03
Total Equity and Current Surplus (Deficit):		15,106,759.02
Total Liabilities, Equity and Current Surplus (Deficit):		16,476,010.14

Balance Sheet

As Of 01/31/2026

Account	Name	Balance
Fund: 201 - WATER FUND		
Assets		
201-1-1-000-00	Water Fund Cash	320,436.68
201-1-1-000-10	Cash Drawer	200.00
201-1-1-000-84	Claim on Cash Water	9,303,943.66
201-1-1-000-90	Investment Account	263,425.99
201-1-1-000-91	Water Impact Fees	671,709.31
201-1-1-000-95	Cash - CO 2023 Ph1 Offsites	3,200,497.77
201-1-1-000-96	Cash CO 2025 - Utility	19,791,328.54
201-1-1-013-00	Accounts receivable - UB	119,766.80
201-1-1-013-21	Accounts Receivable - Unbilled	97,051.57
201-1-1-013-22	Allowance for Uncollect Water	-35,079.55
201-1-1-027-00	Discount on Bonds	139,048.80
201-1-1-050-00	Inventory	346,867.83
201-1-2-016-10	Land	227,028.41
201-1-2-016-30	Water System	22,296,175.84
201-1-2-016-50	Machinery and Equipment	1,634,858.40
201-1-2-016-60	Vehicles	477,075.44
201-1-2-016-67	Office Equipment	29,862.00
201-1-2-016-80	Buildings and improvements	236,414.92
201-1-2-016-90	Construction in Progress	437,827.49
201-1-2-017-00	Accumulated Depreciation	-7,699,119.53
201-1-3-000-00	Due from other funds	368,290.00
201-1-9-000-00	Net Pension Asset	10,700.00
Total Assets:		52,238,310.37
		52,238,310.37
Liability		
201-2-1-010-00	Accounts Payable Pooled	104,756.26
201-2-1-010-05	Unapplied Credits	6,400.39
201-2-1-010-17	Deferred Pension Inflows	10,300.00
201-2-1-010-18	Net Pension Liability	6,500.00
201-2-1-010-19	Deferred Pension Outflows	-35,200.00
201-2-1-020-17	Deferred OPEB Inflows	4,100.00
201-2-1-020-19	Deferred OPEB Outflows	-1,900.00
201-2-1-021-10	Accrued Vacation Payable- wate	24,067.25
201-2-1-021-11	Accrued Sick Leave	14,732.40
201-2-1-021-20	Accrued Interest Payable	55,381.75
201-2-1-021-60	Unearned Revenue HPR256	366,659.70
201-2-1-023-41	Credit Card Fees Payable	10,056.26
201-2-1-027-00	Bond Premium	575,593.26
201-2-1-029-10	Bonds Payable - Series 2016	3,775,000.00
201-2-1-029-75	Bonds Payable - Series 2023	8,050,000.00
201-2-1-029-76	Bonds Payable - Series 2025	19,842,700.00
201-2-1-029-80	Customer Deposits	205,798.92
201-2-1-029-81	Customer Refunds Payable	3,145.89
201-2-3-901-00	Due to Payroll Fund	-3,102.78
Total Liability:		33,014,989.30
Equity		
201-3-1-033-02	Fund balance - Water/Sewer	18,681,225.29
201-3-1-033-10	Developer Contributions	0.47
201-3-1-033-80	Net Pension Benefit Obligation	9,219.00
Total Beginning Equity:		18,690,444.76
Total Revenue		1,248,211.13
Total Expense		715,334.82
Revenues Over/Under Expenses		532,876.31
Total Equity and Current Surplus (Deficit):		19,223,321.07
Total Liabilities, Equity and Current Surplus (Deficit):		52,238,310.37

Balance Sheet

As Of 01/31/2026

Account	Name	Balance	
Fund: 202 - SEWER FUND			
Assets			
202-1-1-000-84	Claim on Cash Sewer	23,028,628.42	
202-1-1-000-91	Sewer Impact Fees	874,760.44	
202-1-1-000-92	Utility Funding Series 2024A	29,113,035.43	
202-1-1-013-01	Accounts Receivable - UB	63,460.95	
202-1-1-013-21	Accounts Receivable - Unbilled	49,620.20	
202-1-1-013-22	Allowance for Doubtful Account	-18,587.63	
202-1-1-050-00	Inventory	42,955.19	
202-1-2-016-40	Sewer System	18,651,770.61	
202-1-2-016-61	Vac Truck Lease Asset	469,107.00	
202-1-2-016-90	Construction in Progress	1,731,991.68	
202-1-2-017-01	Accum Amort Vac Trk Lease	-67,015.29	
	Total Assets:	73,939,727.00	73,939,727.00
Liability			
202-2-1-010-00	Accounts Payable Pooled	41,857.14	
202-2-1-021-10	Accrued Vacation Payable	14,044.97	
202-2-1-021-11	Accrued Sick Leave	10,562.05	
202-2-1-021-60	Unearned Revenue HPR256	666,918.00	
202-2-1-027-00	Bond Premium	2,564,850.30	
202-2-1-028-02	Vac Truck Lease	417,987.56	
202-2-1-028-80	Bonds Payable - Series 2013	37,200.00	
202-2-1-029-20	Bonds Payable - Series 2024A	50,095,000.00	
202-2-3-000-00	Due to other funds	114,820.00	
202-2-3-901-00	Due to Payroll Fund	-13,116.03	
	Total Liability:	53,950,123.99	
Equity			
202-3-1-033-00	Fund Balance	18,626,957.68	
202-3-1-033-10	Developer Contributions	-0.09	
202-3-1-033-50	Restricted for Sewer Impact	739,050.73	
	Total Beginning Equity:	19,366,008.32	
Total Revenue		1,091,539.65	
Total Expense		467,944.96	
Revenues Over/Under Expenses		623,594.69	
	Total Equity and Current Surplus (Deficit):	19,989,603.01	
	Total Liabilities, Equity and Current Surplus (Deficit):	73,939,727.00	

Balance Sheet

As Of 01/31/2026

Account	Name	Balance	
Fund: 205 - SOLID WASTE FUND			
Assets			
205-1-1-000-84	Claim on Cash Garbage	-452,625.24	
205-1-1-013-00	Accounts Receivable - UB	30,483.90	
205-1-1-013-10	Accounts receivable	95,428.23	
205-1-1-013-21	Accounts Receivable - Unbilled	33,322.40	
205-1-1-013-22	Allowance for Doubtful Account	-8,928.70	
	Total Assets:	-302,319.41	-302,319.41
Liability			
205-2-1-010-00	Accounts Payable Pooled	233,052.76	
205-2-1-021-90	Sales Tax Payable	-2,110.82	
205-2-3-000-00	Due to other funds	16,219.00	
	Total Liability:	247,160.94	
Equity			
205-3-1-033-00	Fund Balance	-266,232.87	
	Total Beginning Equity:	-266,232.87	
Total Revenue		676,677.53	
Total Expense		959,925.01	
Revenues Over/Under Expenses		-283,247.48	
	Total Equity and Current Surplus (Deficit):	-549,480.35	
	Total Liabilities, Equity and Current Surplus (Deficit):		-302,319.41

Balance Sheet**As Of 01/31/2026**

Account	Name	Balance	
Fund: 301 - DEBT SERVICE FUND			
Assets			
301-1-1-000-00	Debt Service Cash	2,180,951.58	
301-1-1-000-84	Claim on Cash Debt Service	-1,632,057.63	
301-1-1-000-90	Investment Account	1,541,277.50	
301-1-1-013-00	Property Taxes Receivable	17,494.72	
301-1-1-013-10	Allowance for Uncollect Taxes	-5,000.38	
301-1-3-000-00	Due from other funds	114,820.00	
	Total Assets:	2,217,485.79	<u>2,217,485.79</u>
Liability			
301-2-1-029-90	Deferred Taxes-I&S	12,494.34	
	Total Liability:	12,494.34	
Equity			
301-3-1-033-01	Fund Balance - Restricted	1,016,250.96	
	Total Beginning Equity:	1,016,250.96	
Total Revenue		1,188,740.49	
Total Expense		0.00	
Revenues Over/Under Expenses		1,188,740.49	
	Total Equity and Current Surplus (Deficit):	2,204,991.45	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u>2,217,485.79</u>

Balance Sheet**As Of 01/31/2026**

Account	Name	Balance	
Fund: 401 - SPECIAL REVENUE FUND			
Assets			
401-1-1-000-00	Special Revenue Cash	48,071.04	
401-1-1-000-84	Claim on Cash Special Revenue	42,445.01	
	Total Assets:	90,516.05	90,516.05
Liability			
401-2-1-010-00	Accounts Payable Pooled	3,413.16	
	Total Liability:	3,413.16	
Equity			
401-3-1-033-02	Fund Balance - Child Safety	4,021.19	
401-3-1-033-04	Fund Balance - Court Security	6,920.50	
401-3-1-033-05	Fund Balance - PD Officers Tra	65,847.12	
401-3-1-033-06	Fund Balance - Seizure Funds	3,228.17	
401-3-1-033-07	FUND BALANCE HOT	540.76	
	Total Beginning Equity:	80,557.74	
Total Revenue		16,261.56	
Total Expense		9,716.41	
Revenues Over/Under Expenses		6,545.15	
	Total Equity and Current Surplus (Deficit):	87,102.89	
	Total Liabilities, Equity and Current Surplus (Deficit):		90,516.05

Balance Sheet

As Of 01/31/2026

Account	Name	Balance	
Fund: 402 - TIRZ JACKSON RIDGE			
Assets			
402-1-1-000-00	TIRZ Cash	32,634.50	
402-1-1-000-84	Claim on Cash TIRZ	970,665.58	
	Total Assets:	1,003,300.08	1,003,300.08
Liability			
	Total Liability:	0.00	
Equity			
402-3-1-033-06	Fund balance - TIRZ Fund	1,028,037.08	
	Total Beginning Equity:	1,028,037.08	
Total Revenue		852,986.94	
Total Expense		877,723.94	
Revenues Over/Under Expenses		-24,737.00	
	Total Equity and Current Surplus (Deficit):	1,003,300.08	
	Total Liabilities, Equity and Current Surplus (Deficit):		1,003,300.08

Balance Sheet**As Of 01/31/2026**

Account	Name	Balance	
Fund: 403 - IMPACT FEES			
Assets			
403-1-1-000-00	Impact Fees Cash	2,103,970.39	
403-1-1-000-10	HPR Capital Funding	497,757.45	
403-1-1-000-84	Claim on Cash Impact Fees	-2,142,936.71	
	Total Assets:	458,791.13	<u>458,791.13</u>
Liability			
403-2-1-010-00	Accounts Payable Pooled	3,150.89	
	Total Liability:	3,150.89	
Equity			
403-3-1-033-20	Restricted FB- Street Impact	418,881.37	
	Total Beginning Equity:	418,881.37	
Total Revenue		39,909.76	
Total Expense		3,150.89	
Revenues Over/Under Expenses		36,758.87	
	Total Equity and Current Surplus (Deficit):	455,640.24	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u>458,791.13</u>

Balance Sheet

As Of 01/31/2026

Account	Name	Balance	
Fund: 404 - DEVELOPMENT FEES			
Assets			
404-1-1-000-50	Investment Acct-Park Fees	1,414,414.55	
404-1-1-000-51	Park Fees Account	101.28	
404-1-1-000-60	Investment acct-Fire Station	2,829,480.63	
404-1-1-000-70	Investment Acct-Street Fees	1,880,252.45	
404-1-1-000-84	Claim on Cash Development Fees	6,716,673.49	
404-1-1-000-90	Investment Account	1,898.77	
	Total Assets:	12,842,821.17	12,842,821.17
Liability			
404-2-1-010-00	Accounts Payable Pooled	2,332.18	
	Total Liability:	2,332.18	
Equity			
404-3-1-033-00	Fund Balance	11,952,282.87	
	Total Beginning Equity:	11,952,282.87	
Total Revenue		960,869.42	
Total Expense		72,663.30	
Revenues Over/Under Expenses		888,206.12	
	Total Equity and Current Surplus (Deficit):	12,840,488.99	
	Total Liabilities, Equity and Current Surplus (Deficit):		12,842,821.17

Balance Sheet

As Of 01/31/2026

Account	Name	Balance	
Fund: 405 - GRANT FUND			
Assets			
405-1-1-000-00	Grant Fund Cash	923.71	
405-1-1-000-84	Claim on Cash Grants	70,752.33	
	Total Assets:	71,676.04	71,676.04
Liability			
405-2-1-010-00	Account Payable Pooled	2,393.13	
	Total Liability:	2,393.13	
Equity			
405-3-1-033-04	Fund Balance - Grant Fund	73,343.69	
	Total Beginning Equity:	73,343.69	
	Total Revenue	12.53	
	Total Expense	4,073.31	
	Revenues Over/Under Expenses	-4,060.78	
	Total Equity and Current Surplus (Deficit):	69,282.91	
	Total Liabilities, Equity and Current Surplus (Deficit):	71,676.04	

Balance Sheet

As Of 01/31/2026

Account	Name	Balance	
Fund: 406 - HOLDING ACCT DEV AGREEMTS			
Assets			
406-1-1-000-84	Claim on Cash Holding	322,458.62	
	Total Assets:	322,458.62	322,458.62
Liability			
406-2-1-010-00	Accounts Payable Pooled	16,494.08	
406-2-3-000-00	Due to Other Funds	368,290.00	
	Total Liability:	384,784.08	
Equity			
406-3-1-033-00	Fund Balance	404,676.33	
	Total Beginning Equity:	404,676.33	
Total Revenue		-385,523.12	
Total Expense		81,478.67	
Revenues Over/Under Expenses		-467,001.79	
	Total Equity and Current Surplus (Deficit):	-62,325.46	
	Total Liabilities, Equity and Current Surplus (Deficit):		322,458.62

Balance Sheet

As Of 01/31/2026

Account	Name	Balance	
Fund: 501 - CAPITAL PROJECTS FUND			
Assets			
501-1-1-000-55	Vehicle Replacement Fund	260,632.75	
501-1-1-000-58	Escrow Cash - AHE	226,828.00	
501-1-1-000-59	Cash - CO 2022 Public Safety	62.29	
501-1-1-000-61	Cash - CO 2024 Station 2	73.64	
501-1-1-000-62	ABP LLC Cash Escrow	5,502,534.10	
501-1-1-000-63	HPR Lennar Escrow	764,889.81	
501-1-1-000-64	Cash CO 2025 Govt	43,140,388.66	
501-1-1-000-84	Claim on Cash Capital Projects	-40,331,015.92	
501-1-1-008-38	Cash - Water Bond S16	907.35	
	Total Assets:	9,565,300.68	9,565,300.68
Liability			
501-2-1-010-00	Accounts Payable Pooled	1,883,309.41	
501-2-1-010-02	Accounts payable	179,563.00	
501-2-1-010-11	Accounts Payable - Capital Pro	41,819.00	
501-2-1-021-60	Unearned Revenue - ABP	5,476,390.13	
501-2-1-021-61	Unearned Revenue - HPR Lennar	1,022,322.98	
501-2-1-021-65	Unearned Revenue - AHE	226,828.00	
501-2-1-028-36	Bonds Payable Series 2025 Govt	49,607,300.00	
501-2-1-028-37	Bond Premium - Series 2025 Gov	1,038,703.39	
	Total Liability:	59,476,235.91	
Equity			
501-3-1-033-03	Restricted FB - Contruction	-38,714,408.47	
	Total Beginning Equity:	-38,714,408.47	
Total Revenue		2,748,065.99	
Total Expense		13,944,592.75	
Revenues Over/Under Expenses		-11,196,526.76	
	Total Equity and Current Surplus (Deficit):	-49,910,935.23	
	Total Liabilities, Equity and Current Surplus (Deficit):		9,565,300.68

Balance Sheet

As Of 01/31/2026

Account	Name	Balance	
Fund: 701 - MDD			
Assets			
701-1-1-000-00	MDD Cash	2,395,932.93	
701-1-1-000-84	Claim on Cash MDD	-69,613.92	
701-1-1-000-90	Investment Account	1,724,850.42	
701-1-1-013-37	Sales Tax Receivable	203,710.56	
701-1-2-015-00	Land	1,046,886.75	
701-1-2-015-10	Buildings and improvements	1,516,887.80	
701-1-2-017-00	Accumulated Depreciation	-94,025.00	
	Total Assets:	6,724,629.54	6,724,629.54
Liability			
701-2-1-010-00	Accounts Payable Pooled	18,078.46	
701-2-1-021-10	Accrued Vacation	944.23	
701-2-1-029-10	Bank Note Payable 2025	1,292,607.73	
	Total Liability:	1,311,630.42	
Equity			
701-3-1-040-10	Fund Balance - MDD	5,119,492.62	
	Total Beginning Equity:	5,119,492.62	
Total Revenue		488,353.34	
Total Expense		194,846.84	
Revenues Over/Under Expenses		293,506.50	
	Total Equity and Current Surplus (Deficit):	5,412,999.12	
	Total Liabilities, Equity and Current Surplus (Deficit):		6,724,629.54

Balance Sheet

As Of 01/31/2026

Account	Name	Balance	
Fund: 801 - EMPLOYEE BENEFIT TRUST			
Assets			
801-1-1-000-00	Employee Benefit Trust Cash	653,076.44	
801-1-1-000-84	Claim on Cash EBT	17,118.00	
	Total Assets:	670,194.44	670,194.44
Liability			
801-2-1-010-13	Accounts Payable	-121,285.28	
801-2-1-021-02	Payroll Benefits Liability	-1,480.00	
801-2-3-000-00	Due to other funds	50,000.00	
	Total Liability:	-72,765.28	
Equity			
801-3-1-033-00	Fund Balance	398,403.36	
	Total Beginning Equity:	398,403.36	
Total Revenue		769,487.39	
Total Expense		424,931.03	
Revenues Over/Under Expenses		344,556.36	
	Total Equity and Current Surplus (Deficit):	742,959.72	
	Total Liabilities, Equity and Current Surplus (Deficit):		670,194.44

Balance Sheet**As Of 01/31/2026**

Account	Name	Balance	
Fund: 901 - POOLED CASH FUND			
Assets			
901-1-1-000-00	Pooled Cash	2,610,053.76	
901-1-3-101-00	Due from General Fund	783,661.54	
901-1-3-201-00	Due from Water Fund	104,756.26	
901-1-3-202-00	Due from Sewer Fund	41,857.14	
901-1-3-205-00	Due from Solid Waste Fund	233,052.76	
901-1-3-401-00	Due from Special Revenue Fund	3,413.16	
901-1-3-403-00	Due from Impact Fee Fund	3,150.89	
901-1-3-404-00	Due from Development Fee Fund	2,332.18	
901-1-3-405-00	Due from Grants	2,393.13	
901-1-3-406-00	Due from Holding Acct	16,494.08	
901-1-3-501-00	Due from Capital Projects Fund	1,883,309.41	
901-1-3-701-00	Due from MDD	18,078.46	
	Total Assets:	5,702,552.77	<u>5,702,552.77</u>
Liability			
901-2-1-010-01	Accounts Payable Control	3,092,499.01	
901-2-3-000-00	Due to Other Funds	2,610,053.76	
	Total Liability:	5,702,552.77	
	Total Equity and Current Surplus (Deficit):	0.00	
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>5,702,552.77</u>	



**City Council Meeting
Staff Report
February 26, 2026**

Agenda Item

Receive the Aubrey Police Department's 2025 Racial Profiling Analysis completed by Justice Research Consultants, LLC. This complete report satisfies the Aubrey Police Department's statutory obligations set out in Article 2.132 - 2.134 of the Texas Code of Criminal Procedure.

Staff Contact

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940-365-2601

Summary

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

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

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

Financial Summary

None

Staff Recommended Action

Approve

Staff Recommended Motion

AUBREY POLICE DEPARTMENT

2025

RACIAL PROFILING ANALYSIS

PREPARED BY:

Eric J. Fritsch, Ph.D.

Chad R. Trulson, Ph.D.

Justice Research Consultants, LLC



Executive Summary

Article 2B.0053-2B.0055 of the Texas Code of Criminal Procedure (CCP) requires the annual reporting to the local governing body of data collected on motor vehicle stops in which a ticket, citation, or warning was issued and to arrests made as a result of those stops, in addition to data collection and reporting requirements. Article 2B.0055 of the CCP directs that “a comparative analysis of the information compiled under 2B.0054” be conducted, with specific attention to the below areas:

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

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

- **A COMPREHENSIVE REVIEW OF THE AUBREY POLICE DEPARTMENT REGULATIONS, SPECIFICALLY POLICY 2.2 “BIAS BASED POLICING”, SHOWS THAT THE AUBREY POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2B.0053 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.**
- **A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE AUBREY POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.**
- **A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT IN BOTH PRINT AND ELECTRONIC FORM REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.**
- **ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.**
- **THE AUBREY POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW CONCERNING THE REPORTING OF INFORMATION TO TCOLE.**
- **THE AUBREY POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW REGARDING CCP ARTICLES 2B.0053-2B.0055.**

Introduction

This report details an analysis of the Aubrey Police Department's policies, training, and statistical information on racial profiling for the year 2025. This report has been prepared to specifically comply with Article 2B.0053, 2B.0054, and 2B.0055 of the Texas Code of Criminal Procedure (CCP) regarding the compilation and analysis of traffic stop data. Specifically, the analysis will address Articles 2B.0052 – 2B.0055 of the CCP and make a determination of the level of compliance with those articles by the Aubrey Police Department in 2025. The full copies of the applicable laws pertaining to this report are contained in Appendix A.

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

For the purposes of this report and analysis, the following definition of racial profiling is used: racial profiling means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity (Texas CCP Article 2B.0051(4)).

Aubrey Police Department Policy on Racial Profiling

A review of Aubrey Police Department Policy 2.2 "Bias Based Policing" revealed that the department has adopted policies to be in compliance with Article 2B.0053 of the Texas CCP (see Appendix B). There are seven specific requirements mandated by Article 2B.0053 that a law enforcement agency must address. All seven are clearly covered in Policy 2.2. Aubrey Police Department regulations provide clear direction that any form of bias-based profiling is prohibited and that officers found engaging in inappropriate profiling may be disciplined up to and including dismissal. The regulations also provide a very clear statement of the agency's philosophy regarding equal treatment of all persons regardless of race or ethnicity. Appendix C lists the applicable statute and corresponding Aubrey Police Department regulation.

A COMPREHENSIVE REVIEW OF AUBREY POLICE DEPARTMENT POLICY 2.2 SHOWS THAT THE AUBREY POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2B.0053 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.

Aubrey Police Department Training and Education on Racial Profiling

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

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

Aubrey Police Department Complaint Process and Public Education on Racial Profiling

Article 2B.0053 §(b)3-4 of the Texas Code of Criminal Procedure requires that law enforcement agencies implement a complaint process on racial profiling and that the agency provide public education on the complaint process. Aubrey Police Department 2.2 Section V satisfies this requirement. In addition, Aubrey Police Department has a website where citizens can email or call the police department (<https://www.aubreytx.gov/189/Police-Department>) and the department also has a brochure on how to file a complaint against an officer (<https://www.aubreytx.gov/195/Online-Forms>).

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

Aubrey Police Department Statistical Data on Racial Profiling

Article 2B.0053(b) 6 and Article 2B.0054 requires that law enforcement agencies collect statistical information on motor vehicle stops in which a ticket, citation, or warning was issued and to arrests made as a result of those stops, in addition to other information noted previously. Aubrey Police Department submitted statistical information on all motor vehicle stops in 2025 and accompanying information on the race/ethnicity of the person stopped. Accompanying this data was the relevant information required to be collected and reported by law.

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

Analysis of the Data

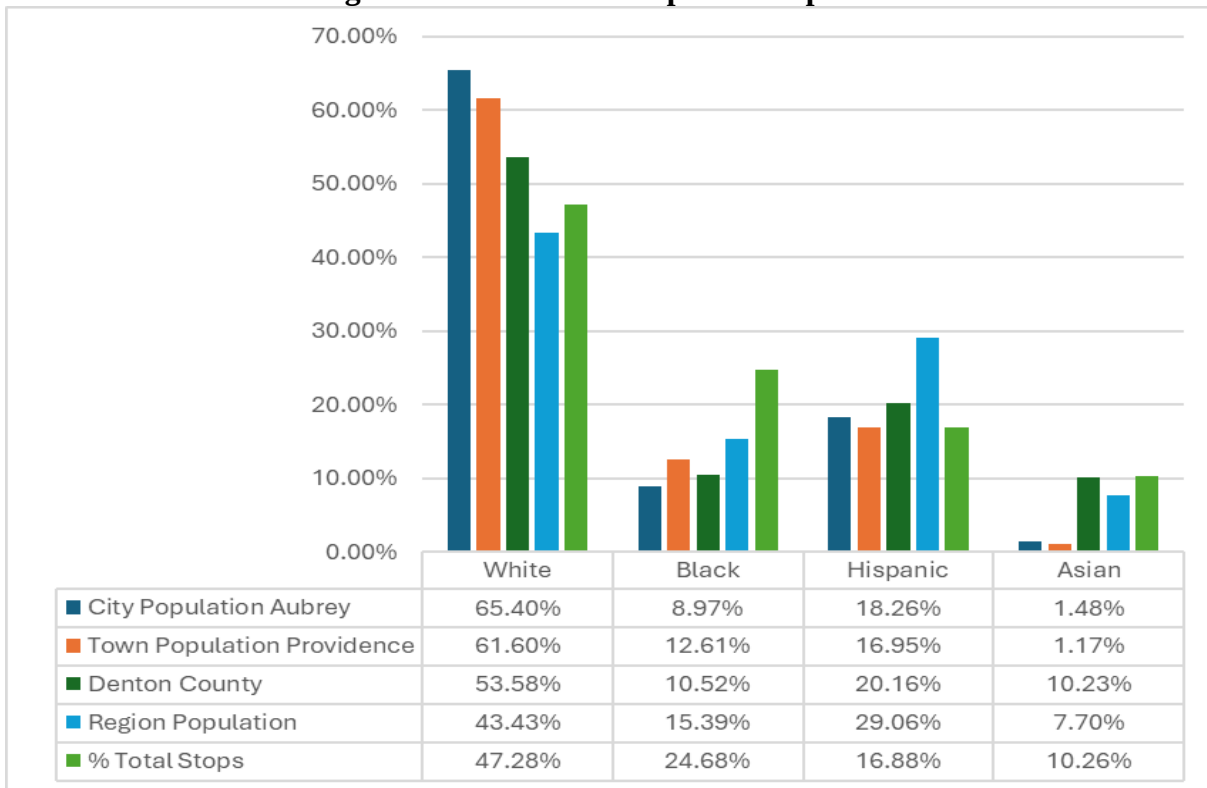
Comparative Analysis #1:

Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities. Texas Code of Criminal Procedure Article 2B.0055(c)(1)(A)

The first chart depicts the percentages of people stopped by race/ethnicity among the total 8,998 motor vehicle stops in which a ticket, citation, or warning was issued, including arrests made, in 2025.¹

¹ There were 81 motor vehicle stops of drivers considered Alaska Native/American Indian. These motor vehicle stops were not charted in the first figure of this report due to the small number of cases relative to the population and the total number of motor vehicle stops among all drivers (8,998).

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



White drivers constituted 47.28 percent of all drivers stopped, whereas Whites constitute 65.40 percent of the city (Aubrey) population, 61.60 percent of the Town of Providence Village population, 53.58 percent of the county population, and 43.43 percent of the region population.²

Black drivers constituted 24.68 percent of all drivers stopped, whereas Blacks constitute 8.97 percent of the city (Aubrey) population, 12.61 percent of the Town of Providence Village population, 10.52 percent of the county population, and 15.39 percent of the region population.

Hispanic drivers constituted 16.88 percent of all drivers stopped, whereas Hispanics constitute 18.26 percent of the city (Aubrey) population, 16.95 percent of the Town of Providence Village population, 20.16 percent of the county population, and 29.06 percent of the region population.

Asian drivers constituted 10.26 percent of all drivers stopped, whereas Asians constitute 1.48 percent of the city (Aubrey) population, 1.17 percent of the Town of Providence Village population, 10.23 percent of the county population, and 7.70 percent of the region population.

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

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

Methodological Issues

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

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

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

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

Issue #2: Problems Associated with Population Base-Rates

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

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

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

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

As illustrated in Table 3 near the end of this report, of the 8,998 motor vehicle stops in 2025, the officer knew the race/ethnicity of the motorist prior to the stop in 1.1% of the stops (95/8,998). This percentage is consistent across law enforcement agencies throughout Texas. An analysis of all annual racial profiling reports submitted to the Texas Commission on Law Enforcement, as required by the Texas racial profiling law, found that in 2.9% of the traffic stops in Texas, the officer knew the race/ethnicity of the motorist prior to the stop.³ The analysis included 1,186 Texas law enforcement agencies and more than 3.25 million traffic stops.

As noted, the legal definition of racial profiling in the Texas Code of Criminal Procedure Article 2B.0051(4) is “a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.”

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

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

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

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

Table 1 reports the summaries for the total number of motor vehicle stops in which a ticket, citation, or warning was issued, and to arrests made as a result of those stops, by the Aubrey Police Department in 2025. Table 1 and associated analyses are utilized to satisfy the comparative analyses as required by Texas law, and in specific, Article 2B.0055 of the CCP.

Comparative Analysis #2:

Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction. Texas Code of Criminal Procedure Article 2B.0055(c)(1)(B)

As shown in Table 1, there were a total of 8,998 motor vehicle stops in 2025 in which a ticket, citation, or warning was issued. The table also shows arrests made as a result of those stops. Roughly 67 percent of stops resulted in a written warning (6,042/8,998) and roughly 29 percent resulted in a citation. These actions accounted for roughly 96 percent of all stop actions and will be discussed in more detail below.

Specific to **written warnings**, White motorists received a written warning in roughly 71 percent of stops involving White motorists (3,016/4,254), Black motorists received a written warning in roughly 69 percent of stops of Black motorists, Hispanic motorists received a written warning in roughly 52 percent of stops of Hispanic motorists, and Asian motorists received a written warning in roughly 70 percent of stops of Asian motorists.

Specific to **citations**, White motorists received a citation in roughly 26 percent of stops involving White motorists (1,096/4,254), Black motorists received a citation in roughly 28 percent of stops of Black motorists, Hispanic motorists received a citation in roughly 43 percent of stops of Hispanic motorists, and Asian motorists received a citation in roughly 28 percent of stops of Asian motorists.

Of the 8,998 total stops in 2025, 19 **arrests** [written warning and arrest (13) and citation and arrest (6)] were made, and this accounts for 0.2 percent of all stops. White motorists were arrested in 0.1 percent of stops involving White motorists (4/4,254), Black motorists were arrested in 0.5 percent of stops involving Black motorists, Hispanic motorists were arrested in 0.2 percent of stops involving Hispanic motorists, and Asian motorists were not arrested pursuant to a traffic stop in 2025.

As illustrated in Table 1, arrests were based on a **violation of the penal code** (52.6%; 10/19) or an **outstanding warrant** (47.4%; 9/19).

Finally, as presented in Table 1, **physical force resulting in bodily injury** occurred in two stops in 2025. In both stops, both the officer and suspect were injured.

Table 1: Traffic Stops and Outcomes by Race/Ethnicity

Stop Table	White	Black	Hispanic /Latino	Asian /Pacific Islander	Alaska Native /American Indian	Total
Number of Stops	4,254	2,221	1,519	923	81	8,998
Gender						
Female	1,699	899	356	151	18	3,123
Male	2,555	1,322	1,163	772	63	5,875
Reason for Stop						
Violation of Law	196	85	124	12	1	418
Preexisting Knowledge	14	14	18	1	1	48
Moving Traffic Violation	2,760	1,160	935	668	48	5,571
Vehicle Traffic Violation	1,284	962	442	242	31	2,961
Result of Stop						
Verbal Warning	138	60	70	17	2	287
Written Warning	3,016	1,538	788	649	51	6,042
Citation	1,096	611	658	257	28	2,650
Written Warning and Arrest	2	10	1	0	0	13
Citation and Arrest	2	2	2	0	0	6
Arrest	0	0	0	0	0	0
Arrest Based On						
Violation of Penal Code	1	6	3	0	0	10
Violation of Traffic Law	0	0	0	0	0	0
Violation of City Ordinance	0	0	0	0	0	0
Outstanding Warrant	3	6	0	0	0	9
Physical Force Resulting in Bodily Injury Used?						
No	4,253	2,220	1,519	923	81	8,996
Yes	1	1	0	0	0	2

Comparative Analysis #3:

Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches. Texas Code of Criminal Procedure Article 2B.0055(c)(1)(C)

In 2025, a total of 119 **searches** of motorists were conducted, or 1.3 percent of all stops resulted in a search (119/8,998). Among searches within each racial/ethnic group, White motorists were searched in 0.7 percent of all stops of White motorists (31/4,254), Black motorists were searched in 3.2 percent of all stops of Black motorists, Hispanic motorists were searched in 0.9 percent of all stops of Hispanic motorists, and Asian motorists were searched in 0.2 percent of all stops of Asian motorists (2 searches pursuant to 923 stops of Asian motorists).

As illustrated in Table 2, the most common reason for a search was incident to arrest (83.2%; 99/119). Among **searches incident to arrest** within each racial/ethnic group, White motorists were searched incident to arrest in roughly 77 percent of all searches of White motorists (24/31), Black motorists were searched incident to arrest in roughly 88 percent of all searches of Black motorists, Hispanic motorists were searched incident to arrest in roughly 77 percent of all searches of Hispanic motorists, and Asian motorists were searched incident in 100 percent of all searches of Asian motorists (2 searches incident to arrest pursuant to 2 total searches of Asian motorists).

Regarding searches, it should be further noted that only 8 out of the 119 searches in 2025, or 6.7 percent of all searches, were based on consent, which are regarded as discretionary as opposed to non-discretionary searches (see Table 2). Relative to the total number of stops (8,998), discretionary consent searches occurred in 0.09 percent of stops.

Among **consent searches** within each racial/ethnic group, White motorists were searched based on consent in 12.9 percent of all searches of White motorists (4/31), Black motorists were searched based on consent in 4.2 percent of all searches of Black motorists, Hispanic motorists were searched based on consent in 7.7 percent of all searches of Hispanic motorists, and Asian motorists were not searched based on consent in 2025.

Of the searches that occurred in 2025, and as shown in Table 2, **contraband was discovered** in 79 or roughly 66 percent of all searches (79/119 total searches).⁴ The majority of time in which contraband was found during a search, the contraband discovered was drugs. Finally, as illustrated in Table 2, when contraband was discovered, motorists were arrested roughly 4 percent of the time (3/79).

⁴ Note that in Table 2 the number of searches where contraband was discovered was 79, but the “Description of Contraband” field equals 85. This occurs because more than one form of contraband can be discovered in a single search.

Table 2: Searches and Outcomes by Race/Ethnicity

Search Table	White	Black	Hispanic /Latino	Asian /Pacific Islander	Alaska Native /American Indian	Total
Search Conducted						
Yes	31	72	13	2	1	119
No	4,223	2,149	1,506	921	80	8,879
Reason for Search						
Consent	4	3	1	0	0	8
Contraband in Plain View	2	2	2	0	1	7
Probable Cause	1	1	0	0	0	2
Inventory	0	3	0	0	0	3
Incident to Arrest	24	63	10	2	0	99
Was Contraband Discovered						
Yes	22	45	10	1	1	79
No	9	27	3	1	0	40
Description of Contraband						
Drugs	18	38	7	1	1	65
Weapons	1	0	0	0	0	1
Currency	0	0	0	0	0	0
Alcohol	2	3	5	0	1	11
Stolen Property	0	0	0	0	0	0
Other	2	5	1	0	0	8
Did Discovery of Contraband Result in Arrest?						
Yes	0	2	1	0	0	3
No	22	43	9	1	1	76

Comparative Analysis #4:

Information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. Texas Code of Criminal Procedure Article 2B.0055(c)(2)

In 2025, internal records indicate that the Aubrey Police Department received no complaints alleging that a peace officer employed by the agency engaged in racial profiling.

Additional Analysis:

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

In 2025, 8,998 motor vehicle stops were made by the Aubrey Police Department. Of these stops, 3,123 or roughly 35 percent were female drivers (3,123/8,998) and roughly 65 percent were male drivers (see Table 1).

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

Overall, in 2025, males were stopped at rates higher than their proportion of the city, town, and county populations.

Additional Information Required to be Reported to TCOLE

Table 3 below provides additional information relative to motor vehicle stops in 2025 by the Aubrey Police Department. The data are required to be collected by the Aubrey Police Department under the Texas Code of Criminal Procedure Article 2B.0054.

As previously noted, the Aubrey Police Department received no complaints alleging that a peace officer employed by the agency engaged in racial profiling. Furthermore, as previously discussed, of the 8,998 motor vehicle stops in 2025, the officer knew the race/ethnicity of the motorist prior to the stop in 1.1% of the stops (95/8,998).

Table 3: Additional Information

Additional Information	Total
Was Race/Ethnicity Known Prior to Stop	
Yes	95
No	8,903
Approximate Location of Stop	
City Street	8,127
US Highway	487
County Road	287
State Highway	91
Private Property/Other	6
Number of Complaints of Racial Profiling	
Resulted in Disciplinary Action	0
Did Not Result in Disciplinary Action	0

Analysis of Racial Profiling Compliance by Aubrey Police Department

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

In addition to providing summary reports and analysis of the data collected by the Aubrey Police Department in 2025, this report also included an extensive presentation of some of the limitations involved in the level of data collection currently required by law and the methodological problems associated with analyzing such data for the Aubrey Police Department as well as police agencies across Texas.

Appendix A: Racial Profiling Statutes and Laws

TEXAS CODE OF CRIMINAL PROCEDURE
CHAPTER 2B. LAW ENFORCEMENT INTERACTIONS WITH PUBLIC

SUBCHAPTER A. GENERAL PROVISIONS

Art. 2B.0001. DEFINITIONS. In this chapter:

- (1) "Commission" means the Texas Commission on Law Enforcement.
- (2) "Department" means the Department of Public Safety of the State of Texas.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

SUBCHAPTER B. RACIAL PROFILING; MOTOR VEHICLE STOPS

Art. 2B.0051. DEFINITIONS. In this subchapter:

- (1) "Bodily injury" has the meaning assigned by Section 1.07, Penal Code.
- (2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.
- (3) "Race or ethnicity" means the following categories:
 - (A) Alaska native or American Indian;
 - (B) Asian or Pacific Islander;
 - (C) black;
 - (D) Hispanic or Latino; and
 - (E) white.
- (4) "Racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0052. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0053. LAW ENFORCEMENT POLICY ON RACIAL PROFILING.

(a) In this article, "law enforcement agency" means an agency of this state, or of a county, municipality, or other political subdivision of this state, that employs peace officers who make motor vehicle stops in the routine performance of the officers'

official duties.

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

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;
- (5) require the agency employing a peace officer to take appropriate corrective action against the peace officer after an investigation shows that the peace officer has engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search;
 - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - (D) whether the peace officer used physical force that resulted in bodily injury during the stop;
 - (E) the location of the stop; and
 - (F) the reason for the stop; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - (A) the commission; and
 - (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of this state.

(c) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b) (3) in which there is a video or audio recording of the occurrence that is the basis for the complaint, the agency shall promptly

provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer for a copy of the recording.

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

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

(f) The commission shall begin disciplinary procedures against the chief administrator of a law enforcement agency if the commission finds that the chief administrator intentionally failed to submit a report required under Subsection (b)(7).

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0054. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS. (a) A peace officer who makes a motor vehicle stop shall report to the law enforcement agency that employs the officer information relating to the stop, including:

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

(A) the individual's gender; and

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

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so:

(A) whether the individual detained consented to the search;

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

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

(ii) any probable cause or reasonable suspicion

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

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. [4504](#)), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0055. COMPILATION AND ANALYSIS OF INFORMATION

COLLECTED. (a) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2B.0054.

(b) Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to:

- (1) the commission; and
- (2) the governing body of each county or municipality served by the agency, if the law enforcement agency is a local law enforcement agency.

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

- (1) a comparative analysis of the information compiled under Article 2B.0054 to:
- (A) evaluate and compare the number of motor vehicle

stops, within the applicable jurisdiction, of:

(i) individuals recognized as members of racial or ethnic minority groups; and

(ii) individuals not recognized as members of racial or ethnic minority groups;

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the individuals affected, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

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

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

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2B.0054(a)(1).

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

(f) The commission shall begin disciplinary procedures against the chief administrator of a law enforcement agency if the commission finds that the chief administrator intentionally failed to submit a report required under Subsection (b).

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0056. PRIMA FACIE EVIDENCE. The data collected as a result of the reporting requirements of Articles 2B.0053 and 2B.0055 does not constitute prima facie evidence of racial profiling.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0057. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2B.0054 or under a policy adopted under Article 2B.0053.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0058. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data required by Article 2B.0055, the agency is liable to the state for a civil penalty in an amount not to exceed \$5,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based data required by Article 2B.0055 shall remit to the comptroller the amount of \$1,000 for each violation.

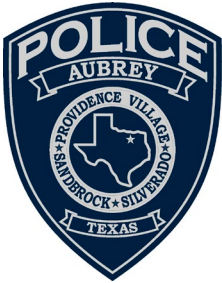
(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0059. RULES. The department may adopt rules to implement Articles 2B.0052, 2B.0053, 2B.0054, 2B.0055, 2B.0056, and 2B.0057.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Appendix B: Agency Policy

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

I. POLICY

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

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

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

II. PURPOSE

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

III. DEFINITIONS

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

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

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

IV. PROCEDURES

A. General responsibilities

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

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

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

B. Supervisory responsibilities

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

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

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

C. Disciplinary consequences

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

D. Training (TBP: 2.01)

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

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

V. COMPLAINTS

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

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

VI. RECORD KEEPING

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

File a Police Employee Complaint



Complaint Process

File a Complaint About a Police Employee

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

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

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

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

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

Filing a Police Employee Complaint

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

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

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

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



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

Sustained:

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

Inconclusive:

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

Unfounded:

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

Exonerated:

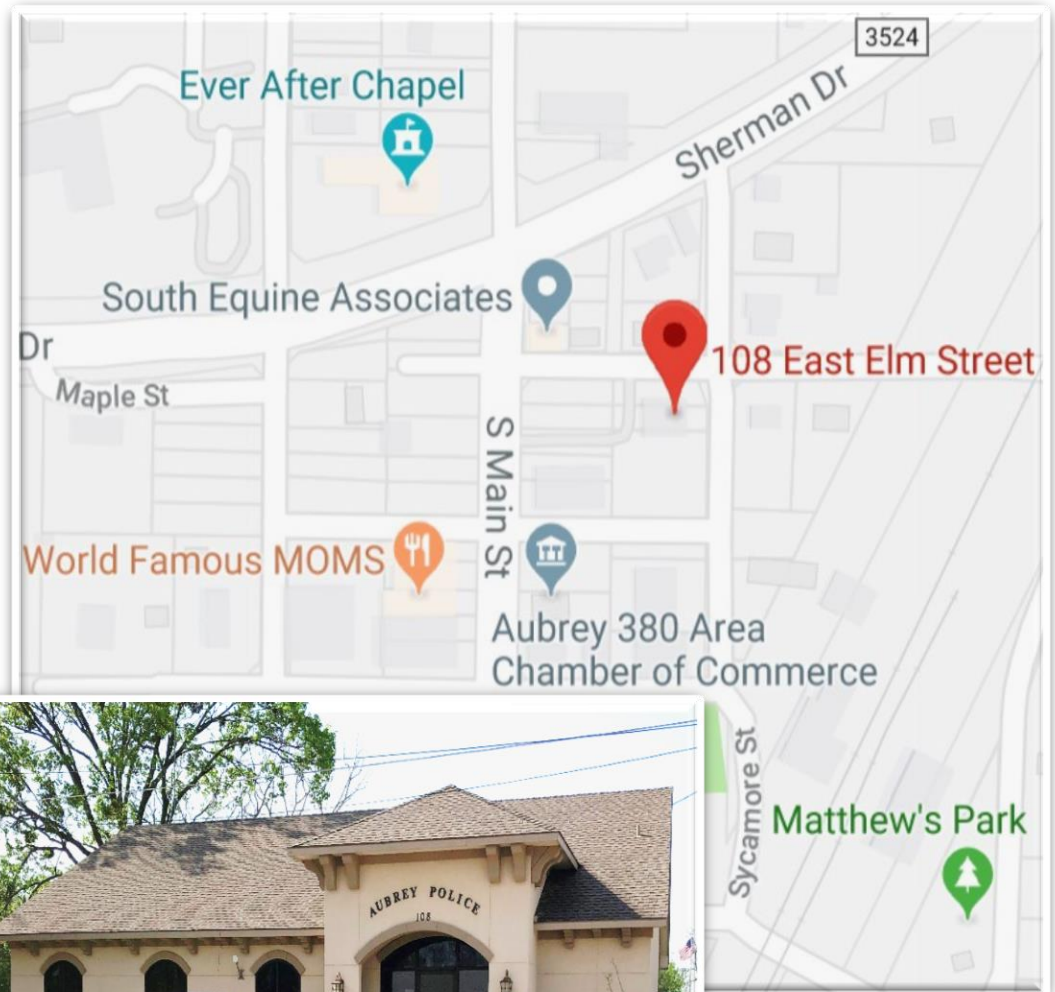
The incident occurred, but the conduct or action was lawful, proper and in accordance with department rules and procedures

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

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

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

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



Appendix C: Racial Profiling Laws and Corresponding Standard Operating Procedures

Texas CCP Article	AUBREY POLICE DEPARTMENT Policy 2.2 “Bias Based Policing”
2B.0053(b)1	Definitions
2B.0053(b)2	Policy
2B.0053(b)3	Complaints
2B.0053(b)4	Complaints
2B.0053(b)5	Disciplinary Consequences
2B.0053(b)6	Record Keeping
2B.0053(b)7	Record Keeping



**City Council Meeting
Staff Report
February 26, 2026**

Agenda Item

Approve Ordinance Number 947-26 canceling the May 2, 2026 General Election.

Staff Contact

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

Summary

The deadline has passed and no candidates have opposition in the General Election that was called on January 22, 2026. The certification of unopposed candidates has been delivered to City Council. Therefore, the election can be canceled.

Financial Summary

N/A

Staff Recommended Action

Approve

Staff Recommended Motion

I move to approve the ordinance canceling the May 2, 2026 general election.

**CITY OF AUBREY, TEXAS
ORDINANCE NO. 947-26
CANCELING THE MAY 2, 2026 GENERAL ELECTION**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, CANCELING THE MAY 2, 2026 GENERAL ELECTION FOR CITY OFFICES AND DECLARING EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE EFFECTIVE FOLLOWING ELECTION CANVASSING; ORDERING THE POSTING OF THIS ORDINANCE AT EACH POLLING PLACE ON ELECTION DAY; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Council adopted Ordinance No. 945-26 calling and ordering the May 2, 2026 General Election for the purpose of electing persons to serve on the Aubrey City Council; and

WHEREAS, no proposition is to appear on the ballot in the City's May 2, 2026 General Election; and

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

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

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

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

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

SECTION 2. The following candidates, who are unopposed in the May 2, 2026 General Election, shall be declared elected to the specified offices and terms listed below and shall be issued a certificate of election following the time the election would have been canvassed.

Jeff Perry – Place 1 for a term of three years

Randy Jones– Place 4 for a term of three years

SECTION 3. The May 2, 2026, General Election is hereby canceled, and the City Secretary is directed to cause a copy of this Ordinance to be posted on election day at each polling place used or that would have been used in the election.

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

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

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

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

**PASSED AND APPROVED by the City Council of the City of Aubrey, Texas
this the 26th day of February, 2026.**

APPROVED:

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary



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

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

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 2, 2026.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 2 de Mayo, 2026.

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

<u>Office(s)</u>	<u>Cargo(s)</u>	<u>Candidate(s)</u>	<u>Candidato(s)</u>
Place 1	<i>Posicion 1</i>	Jeff Perry	
Place 4	<i>Posicion 4</i>	Randy Jones	

Signature (*Firma*)

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

City Secretary
Title (*Puesto*)

2/18/2026
Date of signing (*Fecha de firma*)



**City Council Meeting
Staff Report
February 26, 2026**

Agenda Item

Approve a Resolution granting a petition requesting annexation by the City of Aubrey, owners of a 10.00 acre tract of land situated in the John Ryan Survey, Abstract No. 1069, Denton County, Texas, and being part of a called 14.898 acre tract of land as described in General Warranty Deed to Javier Alonzo and Thelma Alonzo, as recorded in Instrument Number 2014-8402, of the Official Public Records of Denton County, Texas; identified as Denton Central Appraisal District Property ID Number 52432; generally located at 8445 FM 2931, Pilot Point Tx; setting a Public Hearing for the annexation; authorizing staff to negotiate and enter into a written services agreement with Owner.

Staff Contact

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

Summary

Financial Summary

No cost associated with the annexation.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to (approve/table/deny) the resolution granting a resolution for the annexation and setting a public hearing date at the regular Aubrey City Council meeting on March 26, 2026 at 6:00 PM at 226 Countryside Drive (Aubrey City Council Chambers)

Field Note Description

(TRACT 1 – 4.90 ACRES)

Being a 4.90 acre tract of land situated in the John Ryan Survey, Abstract No. 1069, Denton County, Texas, and being part of a called 14.898 acre tract of land as described in General Warranty Deed to Javier Alonzo and Thelma Alonzo, as recorded in Instrument Number 2014–8402, of the Official Public Records of Denton County, Texas (O.P.R.D.C.T.) and being more particularly described as follows:

BEGINNING at an 8 inch by 6 inch wooden fence post (Controlling Monument (CM)) found on the common northwest corner of said 14.898 acre Alonzo tract, and the southwest corner of a called 5.00 acre tract of land conveyed to Otis M. & Judy Kaye Byrom, by deed recorded in Volume 634, Page 15 (O.P.R.D.C.T.), said wooden fence post also being on the east right–of–way line of Farm to Market Road 2931 (F.M. 2931) (variable width right–of–way), from which a 1/2 inch iron rod (CM) found on the common northwest corner of said 5.00 acre Byrom tract, and the southwest corner of a called 8.00 acre tract of land conveyed to Otis M. & Judy Kaye Byrom, by deed recorded in Volume 641, Page 549 (O.P.R.D.C.T.) bears North 01 degrees 45 minutes 25 seconds East, a distance of 145.87 feet;

THENCE South 87 degrees 23 minutes 07 seconds East, departing the east right–of–way line of said F.M. 2931, and being along the common north line of said 14.898 acre Alonzo tract, and the south line of said 5.00 acre Byrom tract, a distance of 540.74 feet to a 1/2 inch iron rod with yellow cap stamped "BHC" set for corner;

THENCE South 01 degrees 45 minutes 25 seconds West, departing the common north line of said 14.898 acre Alonzo tract, and the south line of said 5.00 acre Byrom tract, and being across said 14.898 acre Alonzo tract, a distance of 395.64 feet to a 1/2 inch iron rod with yellow cap stamped "BHC" set for corner;

THENCE North 87 degrees 13 minutes 53 seconds West, continuing across said 14.898 acre Alonzo tract, a distance of 516.96 feet to a 1/2 inch iron rod with yellow cap stamped "BHC" set for corner, said iron rod set being on the common west line of said 14.898 acre Alonzo tract, and the east right–of–way line of said F.M. 2931;

THENCE North 42 degrees 26 minutes 08 seconds West, along the common west line of said 14.898 acre Alonzo tract, and the east right–of–way line of said F.M. 2931, a distance of 34.15 feet to a 1/2 inch iron rod with yellow cap stamped "BHC" set for corner, said iron rod set being on the northernmost southwest corner of said 14.898 acre Alonzo tract;

THENCE North 01 degrees 45 minutes 25 seconds East, along the common west line of said 14.898 acre Alonzo tract, and the east right–of–way line of said F.M. 2931, a distance of 370.13 feet to the POINT OF BEGINNING and containing 4.90 acres of land (213,239 square feet), more or less.

(TRACT 1 – 10.00 ACRES)

Being a 10.00 acre tract of land situated in the John Ryan Survey, Abstract No. 1069, Denton County, Texas, and being part of a called 14.898 acre tract of land as described in General Warranty Deed to Javier Alonzo and Thelma Alonzo, as recorded in Instrument Number 2014–8402, of the Official Public Records of Denton County, Texas (O.P.R.D.C.T.) and being more particularly described as follows:

BEGINNING at 1/2 inch iron rod with yellow cap stamped "BHC" set on the common southwest corner of said 14.898 acre Alonzo tract, and the northwest corner of a called 1,758.718 acre tract of land conveyed to A1719 LLC (Tract 3), by deed recorded in Instrument Number 2020–28892 (O.P.R.D.C.T.), said iron rod set also being on the east right–of–way line of Farm to Market Road 2931 (F.M. 2931) (variable width right–of–way);

THENCE North 42 degrees 26 minutes 08 seconds West, along the common west line of said 14.898 acre Alonzo tract, and the east right–of–way line of said F.M. 2931, a distance of 56.77 feet to a 1/2 inch iron rod with yellow cap stamped "BHC" set;

THENCE South 87 degrees 13 minutes 53 seconds East, departing the common west line of said 14.898 acre Alonzo tract, and the east right–of–way line of said F.M. 2931, and being across said 14.898 acre Alonzo tract, a distance of 516.96 feet to a 1/2 inch iron rod with yellow cap stamped "BHC" set for corner;

THENCE North 01 degrees 45 minutes 25 seconds East, continuing across said 14.898 acre Alonzo tract, a distance of 395.64 feet to a 1/2 inch iron rod with yellow cap stamped "BHC" set for corner, said iron rod set being on the common north line of said 14.898 acre Alonzo tract, and the south line of a called 5.00 acre tract of land conveyed to Otis M. & Judy Kaye Byrom, by deed recorded in Volume 634, Page 15 (O.P.R.D.C.T.);

THENCE South 87 degrees 23 minutes 07 seconds East, along the common north line of said Alonzo tract, and the south line of said 5.00 acre Byrom tract, a distance of 952.80 feet to a 1/2 inch iron rod with yellow cap stamped "BHC" set for corner, said iron rod set being on the common northeast corner of said 14.898 acre Alonzo tract and the southeast corner of said 5.00 acre Byrom tract, said iron rod set also being on the easternmost west line of said 1,758.718 acre A1719 LLC tract, from which a 5/8 inch iron rod (Controlling Monument (CM)) found on the northeast corner of a called 8.00 acre tract of land conveyed to Otis M. & Judy Kaye Byrom by deed recorded in Volume 641, Page 549 (O.P.R.D.C.T.) bears North 01 degrees 47 minutes 28 seconds East, a distance of 379.22 feet;

THENCE South 02 degrees 00 minutes 32 seconds West, along the common east line of said 14.898 acre Alonzo tract, and the easternmost west line of said 1,758.718 acre A1719 LLC tract, a distance of 438.18 feet to a point for corner, said point being on the southeast corner of said 14.898 acre Alonzo tract, and an interior ell corner of said 1,758.718 acre A1719 LLC tract, from which a 1/2 inch iron pipe found bears South 31 degrees 47 minutes 21 seconds East, a distance of 0.43 feet;

THENCE North 87 degrees 13 minutes 53 seconds West, along the common south line of said 14.898 acre Alonzo tract, and the southernmost north line of said 1,758.718 acre A1719 LLC tract, a distance of 1,428.29 feet to the POINT OF BEGINNING and containing 10.00 acres of land (435,723 square feet), more or less.

SURVEYOR’S CERTIFICATE

This survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1B, Condition IV, Standard Land Survey.

PRELIMINARY, THIS SURVEY SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

11/03/25
Chase Crawford, R.P.L.S. Date
Registered Professional Land Surveyor
State of Texas No. 6913

STANDARD LAND SURVEY

4.90 ACRES & 10.00 ACRES

BEING A 4.90 ACRE TRACT, AND A 10.00 ACRE TRACT OF LAND
SITUATED IN

THE JOHN RYAN SURVEY, ABSTRACT 1069

SHEET 2 OF 2

CITY OF AUBREY, TEXAS

4.90 ACRE & 10.00 ACRE STANDARD LAND SURVEY

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS Engineering Firm No. 526; TBPELS Survey Firm No. 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900

NOVEMBER
2025

GENERAL NOTES

- FLOOD PLAIN STATEMENT: According to FIRM Map Panel No. 48121C0270G, effective April 18, 2011, no portion of the subject tract appears to lie within the 100 year flood hazard area. The subject property is located in the area designated as Zone "X". (areas determined to be outside the 0.2% annual chance floodplain).
- BASIS OF BEARING: horizontal position were derived from the Texas WDS RTK Network – Texas State Plane Coordinate System, North American Datum of 1983 (2011), Texas North Central Zone (4202), U.S. Survey Feet and from NGS–OPUS processed Static GPS observations on or near the project site. All bearings shown hereon are GRID rotated to the Texas State Plane Coordinate System. The distances and acreage shown are GRID.
- Abstract/City Limit lines shown are approximate.
- This survey was prepared without the benefit of a Title Commitment and the Surveyor has performed no additional research for easements, restrictions or other matter of record which may affect the land.
- Date of last field survey: 10/27/2025

RESOLUTION NO. 1035-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS, GRANTING A C-3 VOLUNTARY PETITION REQUESTING ANNEXATION INTO THE CORPORATE LIMITS OF THE CITY OF AUBREY BY THE PROPERTY OWNER OF APPROXIMATELY 10.00 ACRES OF LAND, LEGALLY DESCRIBED AS BEING SITUATED IN THE JOHN RYAN SURVEY, ABSTRACT NO. 1069, DENTON COUNTY, TEXAS, AND BEING PART OF A CALLED 14.898 ACRE TRACT OF LAND AS DESCRIBED IN GENERAL WARRANTY DEED TO JAVIER ALONZO AND THELMA ALONZO, AS RECORDED IN INSTRUMENT NO. 2014-8402; IDENTIFIED AS DENTON COUNTY APPRAISAL DISTRICT PROPERTY ID NO. 52432; GENERALLY LOCATED AT 8445 FM 2931, PILOT POINT, TEXAS; PROVIDING FOR THE INCORPORATION OF FINDINGS; SETTING A PUBLIC HEARING FOR THE ANNEXATION; AUTHORIZING AND DIRECTING THE CITY SECRETARY TO HAVE NOTICES OF SUCH PUBLIC HEARING BE PROVIDED AS PRESCRIBED BY LAW; PROVIDING A SEVERABILITY CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City, as the owner of the property, has submitted a petition requesting voluntary annexation of the Area (defined herein) containing all elements required by Section 43.0671 of the Texas Local Government Code (the "Petition"), attached hereto as Exhibit "A" and incorporated as if set forth fully herein; and

WHEREAS, a legal description and geographical depiction of the Area proposed to be annexed is included in the Petition, attached hereto as Exhibit "A" (the "Area"); and

WHEREAS, the City Council of the City (the "City Council") directs publication, mailing and distribution of notice(s) for a public hearing, as required by Chapter 43 of the Texas Local Government Code, to consider the annexation of the Area; and

WHEREAS, the City Council has investigated into, has determined and officially finds that no part of the Area is within the extraterritorial jurisdiction of any other incorporated city or town and is located within the extraterritorial jurisdiction of the City; and

WHEREAS, the requirement in Section 43.0672 of the Texas Local Government Code that the City must first negotiate and enter into a written agreement with the property owner for the provision of municipal services for the Area prior to annexation is impossible to satisfy as the City is the owner of the property. However, the City acknowledges that it shall provide services as it deems necessary to the Area; and

WHEREAS, the City Council has found and determined that the Petition is appropriate and that it is in the best interest of the City to grant the Petition.

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

Section 1. Findings Incorporated. The recitals and findings set forth above are true and correct and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2. Petition Considered. The City Council hereby grants the Petition requesting the annexation of the Area into the corporate limits of the City.

Section 3. Calling of Public Hearing and Providing Notices.

- A. Calling of Public Hearing.** The City Council hereby calls a public hearing about annexation of the Area, at which members of the public shall be given an opportunity to be heard at the following location and on the following date and time:

**Aubrey City Council Chambers,
226 Countryside Drive, Aubrey, Texas 76227
March 26, 2026, at 6:00 p.m.**

The ordinance annexing the Area may be adopted immediately following the public hearing called above.

- B. Notice of Public Hearing.** The City Secretary is hereby authorized and directed, in accordance with Chapter 43 of the Texas Local Government Code, to cause notice of the public hearing called by Section 3.A., on or after the twentieth (20th) day but before the tenth (10th) day before the date of such public hearing, to be (i) published once in a newspaper having general circulation in the City and in the above-described territory, (ii) mailed to any school district or public entity providing services to the Area, and (iii) posted on the City's website.

Section 4. 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 26th day of February 2026.

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

EXHIBIT "A"

PETITION INCLUDING LEGAL DESCRIPTION AND DEPICTION OF AREA

Voluntary Annexation Petition (C-3)

TO: THE MAYOR AND CITY COUNCIL MEMBERS OF THE CITY OF AUBREY,
TEXAS:

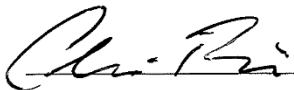
I, **Chris Rich, Mayor**, owner of the hereinafter described tract(s) or parcel(s) of land ("Property"), hereby voluntarily petition the City Council of the City of Aubrey Texas, to annex the Property and extend the present city limits and extraterritorial jurisdiction so as to include as part of the City of Aubrey Texas, the Property, containing approximately ten (10) acres of land, described as follows:

Being a 10.00 acre tract of land situated in the John Ryan Survey, Abstract No. 1069, Denton County, Texas, and being part of a called 14.898 acre tract of land as described in General Warranty Deed to Javier Alonzo and Thelma Alonzo, as recorded in Instrument Number 2014-8402, of the Official Public Records of Denton County, Texas (O.P.R.D.C.T.), as more particularly described in Exhibit 1, attached hereto.

I desire to enter into a written agreement for municipal services with the City of Aubrey pursuant to Section 43.0672 of the Local Government Code. If any portion of the Property is appraised for ad valorem tax purposes as agricultural, wildlife management use or timber land under Chapter 23 of the Tax Code, I certify that I was offered a development agreement pursuant to Section 43.016 of the Local Government Code and still requested annexation.

I certify that the above-described Property is contiguous and adjacent to the City of Aubrey Texas, and that this petition is signed and duly acknowledged by each and every person, corporation, or entity having an ownership interest in said Property.

OWNER(S):

Signature:  Print Name: Chris Rich

Acknowledgement Follows

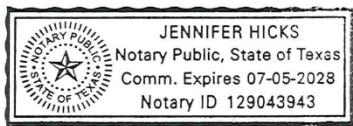
NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared **Chris Rich**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of the Owner.

Given under my hand and seal of office this 16th day of February, 2026.

(SEAL)



[Signature]
NOTARY PUBLIC in and for the
STATE OF TEXAS

Jennifer Hicks
Printed Name
My commission expires: 7/5/28

FOR OFFICE USE ONLY:

Date of filing with City: 2/16/2026

Received by: Jenny Hicks

EXHIBIT 1
Property Legal Description and Depiction/Map

Being a 10.00 acre tract of land situated in the John Ryan Survey, Abstract No. 1069, Denton County, Texas, and being part of a called 14.898 acre tract of land as described in General Warranty Deed to Javier Alonzo and Thelma Alonzo, as recorded in Instrument Number 2014-8402, of the Official Public Records of Denton County, Texas (O.P.R.D.C.T.) and being more particularly described as follows:

BEGINNING at 1/2 inch iron rod with yellow cap stamped "BHC" set on the common southwest corner of said 14.898 acre Alonzo tract, and the northwest corner of a called 1,758.718 acre tract of land conveyed to A1719 LLC (Tract 3), by deed recorded in Instrument Number 2020-28892 (O.P.R.D.C.T.), said iron rod set also being on the east right-of-way line of Farm to Market Road 2931 (F.M. 2931) (variable width right-of-way);

THENCE North 42 degrees 26 minutes 08 seconds West, along the common west line of said 14.898 acre Alonzo tract, and the east right-of-way line of said F.M. 2931, a distance of 56.77 feet to a 1/2 inch iron rod with yellow cap stamped "BHC" set;

THENCE South 87 degrees 13 minutes 53 seconds East, departing the common west line of said 14.898 acre Alonzo tract, and the east right-of-way line of said F.M. 2931, and being across said 14.898 acre Alonzo tract, a distance of 516.96 feet to a 1/2 inch iron rod with yellow cap stamped "BHC" set for corner;

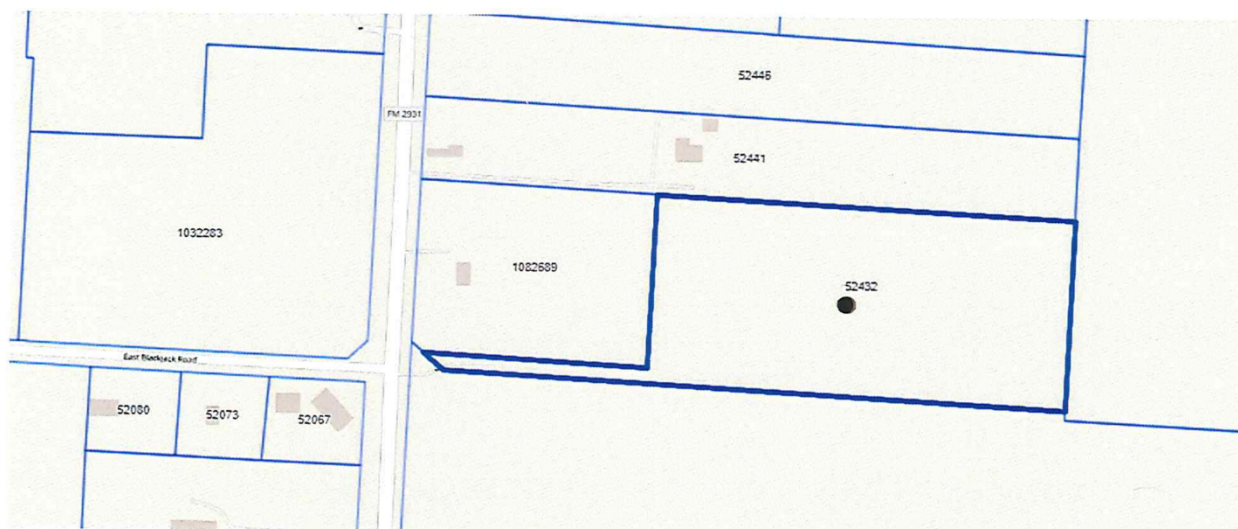
THENCE North 01 degrees 45 minutes 25 seconds East, continuing across said 14.898 acre Alonzo tract, a distance of 395.64 feet to a 1/2 inch iron rod with yellow cap stamped "BHC" set for corner, said iron rod set being on the common north line of said 14.898 acre Alonzo tract, and the south line of a called 5.00 acre tract of land conveyed to Otis M. & Judy Kaye Byrom, by deed recorded in Volume 634, Page 15 (O.P.R.D.C.T.);

THENCE South 87 degrees 23 minutes 07 seconds East, along the common north line of said Alonzo tract, and the south line of said 5.00 acre Byrom tract, a distance of 952.80 feet to a 1/2 inch iron rod with yellow cap stamped "BHC" set for corner, said iron rod set being on the common northeast corner of said 14.898 acre Alonzo tract and the southeast corner of said 5.00 acre Byrom tract, said iron rod set also being on the easternmost west line of said 1,758.718 acre A1719 LLC tract, from which a 5/8 inch iron rod (Controlling Monument (CM)) found on the northeast corner of a called 8.00 acre tract of land conveyed to Otis M. & Judy Kaye Byrom by deed recorded in Volume 641, Page 549 (O.P.R.D.C.T.) bears North 01 degrees 47 minutes 28 seconds East, a distance of 379.22 feet;

THENCE South 02 degrees 00 minutes 32 seconds West, along the common east line of said 14.898 acre Alonzo tract, and the easternmost west line of said 1,758.718 acre A1719 LLC tract, a distance of 438.18 feet to a point for corner, said point being on the southeast corner of said 14.898 acre Alonzo tract, and an interior ell corner of said 1,758.718 acre A1719 LLC tract, from which a 1/2 inch iron pipe found bears South 31 degrees 47 minutes 21 seconds East, a distance of 0.43 feet;

THENCE North 87 degrees 13 minutes 53 seconds West, along the common south line of said 14.898 acre Alonzo tract, and the southernmost north line of said 1,758.718 acre A1719 LLC tract, a distance of 1,428.29 feet to the POINT OF BEGINNING and containing 10.00 acres of land (435,723 square feet), more or less.

EXHIBIT 1
Property Legal Description and Depiction/Map





**City Council Meeting
Staff Report
February 26, 2026**

Agenda Item

Approve a Resolution appointing Leanne Wilson as a Director for the High Pointe Ranch Municipal Utility District No. 1 of Denton County.

Staff Contact

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

Summary

High Pointe Ranch Municipal Utility District No. 1 of Denton County (the "District") has one director with a term expiring on June 1, 2026. Pursuant to Special District Local Laws Code 7919A.0201, the City of Aubrey (the "City") shall appoint one member of the board of directors.

Leanne Wilson has held the position for the last 2 years. The Board of Directors recommends Leanne Wilson to be appointed by the City to serve as voting director for the District in the one (1) City-appointed position, the term of which shall expire on June 1, 2030.

Financial Summary

Staff Recommended Action

Approve

Staff Recommended Motion

I move to (accept/take no action/table) the Petition and appoint Leanne Wilson as a voting director for the High Pointe Ranch MUD No 1 of Denton County.

RESOLUTION NO. 1034-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS REAPPOINTING LEANNE WILSON TO SERVE AS THE CITY APPOINTED DIRECTOR ON THE BOARD OF DIRECTORS FOR THE HIGH POINTE RANCH MUNICIPAL UTILITY DISTRICT (“BOARD”); PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR THE REAPPOINTMENT OF A BOARD MEMBER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey, Texas (the “City”) is a home rule city acting under its Home Rule 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, Chapter 7919A. “High Pointe Ranch Municipal Utility District No. 1 of Denton County of the Special District Local Laws Code (the “Code”), establishes and regulates the High Pointe Ranch Municipal Utility District (the “District”) which is governed by a Board of Directors comprised of five (5) directors (“Director”), one of whom is a City appointee (the “Board”); and

WHEREAS, Section 7919A.0203 of the Code authorizes the City of Aubrey to appoint a Director to the Board; and

WHEREAS, Leanne Wilson currently serves as the City appointed Director on the Board; and

WHEREAS, the City Council finds it necessary and appropriate to reappoint Leanne Wilson to continue serving as the City appointed Director on the Board.

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

Section 1. Incorporation of Premises. All of the matters and facts set out in the recitals above are true and correct and said recitals are hereby incorporated into this Resolution as if set forth in full for all purposes.

Section 2. Reappointment. The City hereby reappoints Leanne Wilson to serve as the City appointed Director on the Board for a term expiring on June 1, 2030.

Section 3. Effective Date. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED by the City Council of the City of Aubrey, Texas this the 26th day of February, 2026.

APPROVED:

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

FEB 17 2026 PM01:46

COATS | ROSE

A PROFESSIONAL CORPORATION

CARSON LUDDECKE
ASSOCIATE ATTORNEY

CLUDDECKE@COATSROSE.COM
DIRECT: (972) 419-4702

February 13, 2026

Certified Article Number

9414 7266 9904 2234 3143 30

SENDER'S RECORD

VIA CERTIFIED MAIL

Ms. Jenny Hicks
City Secretary
City of Aubrey, Texas
107 S. Main Street
Aubrey, Texas 76227

Re: Petition for Appointment of Director for High Pointe Ranch Municipal Utility District No. 1 of Denton County (the "Petition")

Dear Ms. Hicks,

High Pointe Ranch Municipal Utility District No. 1 of Denton County (the "District") has one director with a term expiring on June 1, 2026. Pursuant to Special District Local Laws Code 7919A.0201, the City of Aubrey (the "City") shall appoint one member of the board of directors. Please see attached to this letter a Petition for Appointment of Director for the District. We respectfully request that the City place consideration of this petition on the next available City Council agenda to consider appointing the listed director to a term ending June 1, 2030.

Very truly yours,



Carson Luddecke

16000 N. DALLAS PARKWAY, SUITE 350, DALLAS, TEXAS 75248

PHONE: (972) 788-1600 FAX: (972) 702-0662

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HOUSTON | AUSTIN | DALLAS | SAN ANTONIO | CINCINNATI

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PETITION FOR APPOINTMENT OF DIRECTORS FOR
HIGH POINTE RANCH MUNICIPAL UTILITY DISTRICT NO. 1 OF DENTON COUNTY

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF AUBREY,
TEXAS:

The Board of Directors of High Pointe Ranch Municipal Utility District No. 1 of Denton County (the "District"), acting in accordance with the applicable provisions of Chapter 7919A of the Texas Special District Local Laws Code, respectfully petitions the City of Aubrey, Texas (the "City") to exercise its power and authority for the appointment of one (1) qualified person hereinafter named to serve as voting director of the Board of Directors of the District and would respectfully show the following:

I.

The District has been heretofore duly organized, created, and established pursuant to Acts of the 87th Legislature, Regular Session, 2021 (the "Creation Legislation"), codified in Special District Local Laws Code Chapter 7919A. A copy of the Creation Legislation for the District is attached hereto as Exhibit "A".

II.

Pursuant to Section 7919A.0201 of the Creation Legislation, the District is to be governed by a board of five directors who serve staggered terms of four years, with two or three directors' terms expiring June 1 of each even-numbered year, one of which is to be appointed by the City. The Board of Directors hereby recommends the following named person to be appointed by the City to serve as voting director for the District in the one (1) City-appointed position, the term of which shall expire on June 1, 2030:

Leanne Wilson

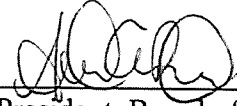
III.

WHEREFORE, the undersigned respectfully pray that this Petition be properly received and filed as provided by law and that the City appoints the following named person as voting director of High Pointe Ranch Municipal Utility District No. 1 of Denton County, to serve a four (4) year term which shall expire on June 1, 2030:

Leanne Wilson

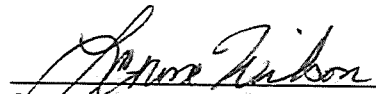
RESPECTFULLY SUBMITTED, this 14th day of January, 2026:

HIGH POINTE RANCH MUNICIPAL UTILITY
DISTRICT NO. 1 OF DENTON COUNTY



President, Board of Directors

ATTEST:


Asst Secretary, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 14th day of January, 2026 by Ariel Britt, President and Leanne Wilson, Assistant Secretary of the Board of Directors of High Pointe Municipal Utility District No. 1 of Denton County, on behalf of said municipal utility district.

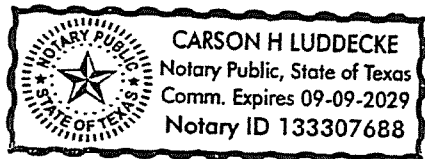




EXHIBIT "A"

Creation Legislation



The State of Texas

Secretary of State

I, Jose A. Esparza, Deputy of State of the State of Texas, DO HEREBY CERTIFY that the attached is a true and correct copy of **House Bill 4627, 87th Session of the Texas Legislature, Regular Session.**

Date Issued: July 2, 2021



A handwritten signature of Jose A. Esparza, consisting of stylized initials and a long horizontal stroke.

Jose A. Esparza
Deputy Secretary of State

1 Sec. 7913A.0306. NO EMINENT DOMAIN POWER. The district may
2 not exercise the power of eminent domain.

3 (d) Section 3(c) is not intended to be an expression of a
4 legislative interpretation of the requirements of Section 17(c),
5 Article I, Texas Constitution.

6 SECTION 4. (a) Subtitle F, Title 6, Special District Local
7 Laws Code, is amended by adding Chapter 7919A to read as follows:

8 CHAPTER 7919A. HIGH POINTE RANCH MUNICIPAL UTILITY DISTRICT NO. 1
9 OF DENTON COUNTY

10 SUBCHAPTER A. GENERAL PROVISIONS

11 Sec. 7919A.0101. DEFINITIONS. In this chapter:

12 (1) "Board" means the district's board of directors.

13 (2) "Commission" means the Texas Commission on
14 Environmental Quality.

15 (3) "City" means the City of Aubrey, Texas.

16 (4) "Director" means a board member.

17 (5) "District" means the High Pointe Ranch Municipal
18 Utility District No. 1 of Denton County.

19 Sec. 7919A.0102. NATURE OF DISTRICT. The district is a
20 municipal utility district created under Section 59, Article XVI,
21 Texas Constitution.

22 Sec. 7919A.0103. CONFIRMATION AND DIRECTOR ELECTION
23 REQUIRED. The temporary directors shall hold an election to
24 confirm the creation of the district as provided by Section 49.102,
25 Water Code.

26 Sec. 7919A.0104. CONSENT OF MUNICIPALITY REQUIRED. The
27 temporary directors may not hold an election under Section

1 7919A.0103 until each municipality in whose corporate limits or
2 extraterritorial jurisdiction the district is located has
3 consented by ordinance or resolution to the creation of the
4 district and to the inclusion of land in the district.

5 Sec. 7919A.0105. FINDINGS OF PUBLIC PURPOSE AND BENEFIT.

6 (a) The district is created to serve a public purpose and benefit.

7 (b) The district is created to accomplish the purposes of:

8 (1) a municipal utility district as provided by
9 general law and Section 59, Article XVI, Texas Constitution; and

10 (2) Section 52, Article III, Texas Constitution, that
11 relate to the construction, acquisition, improvement, operation,
12 or maintenance of macadamized, graveled, or paved roads, or
13 improvements, including storm drainage, in aid of those roads.

14 Sec. 7919A.0106. INITIAL DISTRICT TERRITORY. (a) The
15 district is initially composed of the territory described by
16 Section 4(b) of the Act enacting this chapter.

17 (b) The boundaries and field notes contained in Section 4(b)
18 of the Act enacting this chapter form a closure. A mistake made in
19 the field notes or in copying the field notes in the legislative
20 process does not affect the district's:

21 (1) organization, existence, or validity;

22 (2) right to issue any type of bond for the purposes
23 for which the district is created or to pay the principal of and
24 interest on a bond;

25 (3) right to impose a tax; or

26 (4) legality or operation.

27 SUBCHAPTER B. BOARD OF DIRECTORS

1 Sec. 7919A.0201. GOVERNING BODY; TERMS. (a) The district
2 is governed by a board of five directors who serve staggered terms
3 of four years, with two or three directors' terms expiring June 1 of
4 each even-numbered year.

5 (b) The governing body of the city, by a majority vote,
6 shall appoint one member of the board.

7 (c) The commission shall appoint four members of the board
8 in the manner provided by Section 7919A.0202.

9 Sec. 7919A.0202. APPOINTMENT BY COMMISSION. (a) Before
10 the term of a director appointed by the commission expires, the
11 board shall recommend to the commission a person to serve as a
12 successor director. The commission shall appoint as director the
13 person recommended by the board.

14 (b) A person recommended by the board under Subsection (a)
15 must be:

- 16 (1) at least 18 years of age;
17 (2) an owner of property in the district;
18 (3) an owner of stock, whether beneficial or
19 otherwise, of a corporate owner of property in the district;
20 (4) an owner of a beneficial interest in a trust that
21 owns property in the district; or
22 (5) an agent, employee, or tenant of a person
23 described by Subdivision (2), (3), or (4).

24 Sec. 7919A.0203. VACANCY. (a) Except as provided by
25 Subsection (b), if a vacancy occurs on the board, the remaining
26 directors shall appoint a director for the remainder of the
27 unexpired term.

1 **(b) If a vacancy occurs in the position of the board member**
2 **appointed by the city, the city shall appoint a director for the**
3 **remainder of the unexpired term.**

4 **Sec. 7919A.0204. INITIAL DIRECTORS. (a) The initial**
5 **directors that will be replaced by appointment by the commission**
6 **are as follows:**

- 7 **(1) Clark Overlander;**
8 **(2) Justin Morse;**
9 **(3) Zach Stateson; and**
10 **(4) Michelle Dobson.**

11 **(b) The initial director that will be replaced by**
12 **appointment by the governing body of the city is Mark Kaiser.**

13 **(c) The initial directors shall determine by lot which two**
14 **positions expire after two years, and which three positions expire**
15 **after four years.**

16 **(d) This section expires March 31, 2026.**

17 **SUBCHAPTER C. POWERS AND DUTIES**

18 **Sec. 7919A.0301. GENERAL POWERS AND DUTIES. The district**
19 **has the powers and duties necessary to accomplish the purposes for**
20 **which the district is created.**

21 **Sec. 7919A.0302. MUNICIPAL UTILITY DISTRICT POWERS AND**
22 **DUTIES. The district has the powers and duties provided by the**
23 **general law of this state, including Chapters 49 and 54, Water Code,**
24 **applicable to municipal utility districts created under Section 59,**
25 **Article XVI, Texas Constitution.**

26 **Sec. 7919A.0303. AUTHORITY FOR ROAD PROJECTS. Under**
27 **Section 52, Article III, Texas Constitution, the district may**

1 design, acquire, construct, finance, issue bonds for, improve,
2 operate, maintain, and convey to this state, a county, or a
3 municipality for operation and maintenance macadamized, graveled,
4 or paved roads, or improvements, including storm drainage, in aid
5 of those roads.

6 Sec. 7919A.0304. ROAD STANDARDS AND REQUIREMENTS. (a) A
7 road project must meet all applicable construction standards,
8 zoning and subdivision requirements, and regulations of each
9 municipality in whose corporate limits or extraterritorial
10 jurisdiction the road project is located.

11 (b) If a road project is not located in the corporate limits
12 or extraterritorial jurisdiction of a municipality, the road
13 project must meet all applicable construction standards,
14 subdivision requirements, and regulations of each county in which
15 the road project is located.

16 (c) If the state will maintain and operate the road, the
17 Texas Transportation Commission must approve the plans and
18 specifications of the road project.

19 Sec. 7919A.0305. COMPLIANCE WITH MUNICIPAL CONSENT
20 ORDINANCE OR RESOLUTION. The district shall comply with all
21 applicable requirements of any ordinance or resolution that is
22 adopted under Section 54.016 or 54.0165, Water Code, and that
23 consents to the creation of the district or to the inclusion of land
24 in the district.

25 Sec. 7919A.0306. DIVISION OF DISTRICT. (a) The district
26 may be divided into two or more new districts only if the district:

27 (1) has no outstanding bonded debt; and

1 (2) is not imposing ad valorem taxes.

2 (b) This chapter applies to any new district created by
3 division of the district, and a new district has all the powers and
4 duties of the district.

5 (c) A new district created by the division of the district
6 may not, at the time the new district is created, contain any land
7 outside the area described by Section 4(b) of the Act enacting this
8 chapter.

9 (d) The board, on its own motion or on receipt of a petition
10 signed by the owner or owners of a majority of the assessed value of
11 the real property in the district, may adopt an order dividing the
12 district.

13 (e) The board may adopt an order dividing the district
14 before or after the date the board holds an election under Section
15 7919A.0103 to confirm the district's creation.

16 (f) An order dividing the district shall:

17 (1) name each new district;

18 (2) include the metes and bounds description of the
19 territory of each new district;

20 (3) appoint temporary directors for each new district;

21 and

22 (4) provide for the division of assets and liabilities
23 between the new districts.

24 (g) On or before the 30th day after the date of adoption of
25 an order dividing the district, the district shall file the order
26 with the commission and record the order in the real property
27 records of each county in which the district is located.

1 (h) A new district created by the division of the district
2 shall hold a confirmation and directors' election as required by
3 Section 7919A.0103. If the voters of a new district do not confirm
4 the creation of the new district, the assets, obligations,
5 territory, and governance of the new district revert to the
6 original district.

7 (i) If the creation of the new district is confirmed, the
8 new district shall provide the election date and results to the
9 commission.

10 (j) A new district created by the division of the district
11 must hold an election as required by this chapter to obtain voter
12 approval before the district may impose a maintenance tax or issue
13 bonds payable wholly or partly from ad valorem taxes.

14 (k) Municipal consent to the creation of the district and to
15 the inclusion of land in the district granted under Section
16 7919A.0104 acts as municipal consent to the creation of any new
17 district created by the division of the district and to the
18 inclusion of land in the new district.

19 SUBCHAPTER D. GENERAL FINANCIAL PROVISIONS

20 Sec. 7919A.0401. ELECTIONS REGARDING TAXES OR BONDS. (a)
21 The district may issue, without an election, bonds and other
22 obligations secured by:

23 (1) revenue other than ad valorem taxes; or
24 (2) contract payments described by Section
25 7919A.0403.

26 (b) The district must hold an election in the manner
27 provided by Chapters 49 and 54, Water Code, to obtain voter approval

1 before the district may impose an ad valorem tax or issue bonds
2 payable from ad valorem taxes.

3 (c) The district may not issue bonds payable from ad valorem
4 taxes to finance a road project unless the issuance is approved by a
5 vote of a two-thirds majority of the district voters voting at an
6 election held for that purpose.

7 Sec. 7919A.0402. OPERATION AND MAINTENANCE TAX. (a) If
8 authorized at an election held under Section 7919A.0401, the
9 district may impose an operation and maintenance tax on taxable
10 property in the district in accordance with Section 49.107, Water
11 Code.

12 (b) The board shall determine the tax rate. The rate may not
13 exceed the rate approved at the election.

14 Sec. 7919A.0403. CONTRACT TAXES. (a) In accordance with
15 Section 49.108, Water Code, the district may impose a tax other than
16 an operation and maintenance tax and use the revenue derived from
17 the tax to make payments under a contract after the provisions of
18 the contract have been approved by a majority of the district voters
19 voting at an election held for that purpose.

20 (b) A contract approved by the district voters may contain a
21 provision stating that the contract may be modified or amended by
22 the board without further voter approval.

23 SUBCHAPTER E. BONDS AND OTHER OBLIGATIONS

24 Sec. 7919A.0501. AUTHORITY TO ISSUE BONDS AND OTHER
25 OBLIGATIONS. The district may issue bonds or other obligations
26 payable wholly or partly from ad valorem taxes, impact fees,
27 revenue, contract payments, grants, or other district money, or any

1 combination of those sources, to pay for any authorized district
2 purpose.

3 Sec. 7919A.0502. TAXES FOR BONDS. At the time the district
4 issues bonds payable wholly or partly from ad valorem taxes, the
5 board shall provide for the annual imposition of a continuing
6 direct ad valorem tax, without limit as to rate or amount, while all
7 or part of the bonds are outstanding as required and in the manner
8 provided by Sections 54.601 and 54.602, Water Code.

9 Sec. 7919A.0503. BONDS FOR ROAD PROJECTS. At the time of
10 issuance, the total principal amount of bonds or other obligations
11 issued or incurred to finance road projects and payable from ad
12 valorem taxes may not exceed one-fourth of the assessed value of the
13 real property in the district.

14 (b) The High Pointe Ranch Municipal Utility District No. 1
15 of Denton County initially includes all the territory contained in
16 the following area:

17 HIGH POINTE RANCH MUNICIPAL UTILITY DISTRICT NO. 1 - TRACT 1
18 OF a 357.445 acres tract of land out of the Francisco Trevino
19 Survey, Abstract No. 1243, Denton County, Texas; being all of a
20 certain 229.479 acres tract (Tract 1), a 32.8 acres tract (Tract 2)
21 and a 29.885 acres tract (Tract 3), all described in Volume 4257,
22 Page 1101, Document No. 99-C004597 of the Deed Records of Denton
23 County, Texas; also being all of a certain 6.874 acres tract
24 described in Volume 4574, Page 1528, Document No. 00-000036697 and
25 all of a certain 57.6071 acres tract described in Volume 4483, Page
26 133, Document No. 99-000123273, both in the Deed Records of Denton
27 County, Texas; and being further described by metes and bounds as

H.B. No. 4627

1 follows:
2 BEGINNING at a set "PK" nail in Blackjack Road (paved) and in the
3 southeast right of way line of U.S. Highway No. 377 and in the
4 recognized north line of said Francisco Trevino Survey and at the
5 northwest corner of said 32.8 acres tract for the most northerly
6 northwest and beginning corner of this tract. Whence the recognized
7 southwest corner of the Thomas Chambers Survey, Abstract No. 223
8 bears South 87°12'41" East 60.40 feet.
9 THENCE South 87°12'41" East at 60.40 feet pass a "PK" nail at the
10 southwest corner of a certain 6.164 acres tract (Tract 5) described
11 in said Volume 4257, Page 1101 and in all 1160.06 feet along said
12 Blackjack Road to a found "PK" nail at the southeast corner of said
13 6.164 acres tract for a corner of this tract.
14 THENCE South 88°09'42" East 505.03 feet to a set "PK" nail in said
15 Blackjack Road for a corner of this tract.
16 THENCE South 89°21'04" East 1356.90 feet to a set "PK" nail in said
17 Blackjack Road for the northeast corner of this tract.
18 THENCE South 01°40'27" West at 20.69 feet pass a 4" steel post in the
19 south line of said Blackjack Road and in all 2322.77 feet to a set
20 capped 1/2" iron rod for the most easterly southeast corner of this
21 tract.
22 THENCE South 89°35'01" West at 250.28 feet pass a found capped 1/2"
23 iron rod at the northeast corner of a certain 27.104 acres tract
24 described in Document No. 96-000070599 and in all 1535.45 feet to a
25 found 1/2" iron pipe at the northwest corner of a certain 27.600
26 acres tract described in Document No. 96-000070500 for an ell
27 corner of this tract.

H.B. No. 4627

1 THENCE South 00°10'39" East 956.88 feet to a set capped 1/2" iron rod
2 in the west line of said 27.600 acres tract for a corner of this
3 tract.
4 THENCE South 00°56'07" West 1132.15 feet to a set capped 1/2" iron
5 rod in the north right of way line of F.M. Highway No. 428 and at the
6 southwest corner of said 27.600 acres tract for the most southerly
7 southeast corner of this tract.
8 THENCE along the north right of way line of said F.M. Highway
9 No. 428 the following courses and distances:
10 • South 71°34'50" West 144.40 feet to a set capped 1/2" iron
11 rod;
12 • Westerly along the arc of a 07 deg. 21 min. 35 sec.
13 non-tangent curve to the right having a radius of 778.51 feet, a
14 central angle of 18 deg. 46 min. 14 sec., a chord of South 82°46'29"
15 West 253.91 feet and an arc length of 255.05 feet to a set capped
16 1/2" iron rod;
17 • South 88°45'46" West 378.48 feet to a set capped 1/2" iron
18 rod;
19 • South 89°36'06" West 1349.02 feet to a set capped 1/2" iron
20 rod;
21 • And South 89°52'21" West 1364.91 feet to a set capped 1/2"
22 iron rod in the southeast right of way line of said U.S. Highway
23 No. 377 for the most southerly southwest corner of this tract;
24 THENCE North 32°23'53" West 213.57 feet along the southeast right of
25 way line of said U.S. Highway 377 to a wood right of way marker for
26 the most westerly southwest corner of this tract.
27 THENCE North 25°19'53" East 4804.08 feet along the southeast right

H.B. No. 4627

1 of way line of said U.S. Highway No. 377 to a set capped 1/2" iron
2 rod for the most westerly northwest corner of this tract.
3 THENCE North 59°03'36" East at 101.21 feet pass a set 1/2" iron rod
4 and in all 166.34 feet to the POINT OF BEGINNING and containing
5 357.445 acres of land, more or less.
6 HIGH POINTE RANCH MUNICIPAL UTILITY DISTRICT NO. 1 - TRACT 2
7 BEING a tract of land situated in the F. Trevino Survey, Abstract
8 No. 1243, Denton County, Texas, and being all of a called 61.667
9 acre tract of land described in a General Warranty Deed to Betsy
10 Turner, as recorded in Instrument No. 97-0010270 of the Official
11 Records of Denton County, Texas, and being more particularly
12 described as follows:
13 BEGINNING at a mag nail set for the northeast corner of said 61.667
14 acre tract, common to the northwest corner of a called 41.640 acre
15 tract of land described in a deed to Michael Ray Self and spouse,
16 Hannah Carter Self, as recorded in Instrument No. 2020-72317 of the
17 Official Records of Denton County, Texas, being on the southerly
18 line of Tract I described in a deed to LTR Dressage, LLC, as
19 recorded in Instrument No. 2012-60776 of the Official Records of
20 Denton County, Texas, and in the centerline of Black Jack Road, a
21 variable width right-of-way, no record found;
22 THENCE South 0°37'22" West, departing the southerly line of said
23 Tract I and the centerline of said Black Jack Road, along the
24 easterly line of said 61.667 acre tract and the westerly line of
25 said 41.640 acre tract, a distance of 2297.48 feet to a 5/8 inch
26 iron rod with plastic cap stamped "KHA" set for the southeast corner
27 of said 61.667 acre tract, common to the southwest corner of said

68

H.B. No. 4627

1 41.640 acre tract, being on the northerly line of a called 94.58
2 acre tract of land described in a deed to Robert J. Houlihan,
3 Trustee of the Jacqueline A. Houlihan Family Trust, as recorded in
4 Instrument No. 2015-75670 of the Official Records of Denton County,
5 Texas;
6 THENCE South 89°33'30" West, along the southerly line of said 61.667
7 acre tract, the northerly line of said 94.58 acre tract and the
8 northerly line of a called 5.000 acre tract of land described in a
9 deed to Robert J. Houlihan, as recorded in Instrument
10 No. 2015-75669 of the Official Records of Denton County, Texas, a
11 distance of 1184.22 feet to a 5/8 inch iron rod with plastic cap
12 stamped "KHA" set for the southwest corner of said 61.667 acre
13 tract, being on the easterly line of a called 166.34 acre tract of
14 land described in a deed to ALW 377, LLC, as recorded in Instrument
15 No. 2018-78707 of the Official Records of Denton County, Texas;
16 THENCE North 1°40'23" East, departing the northerly line of said
17 94.58 acre tract, along the westerly line of said 61.667 acre tract
18 and the easterly line of said 166.34 acre tract, a distance of
19 2319.56 feet to a 1 inch iron pipe found for the northwest corner of
20 said 61.667 acre tract, common to the northeast corner of said
21 166.34 acre tract, being on the southerly line of a called 37.115
22 acre tract of land described in a deed to Calvin Paul Redfearn, as
23 recorded in Instrument No. 2014-96676 of the Official Records of
24 Denton County, Texas, and in the middle of Black Jack Road;
25 THENCE South 89°23'35" East, along the northerly line of said 61.667
26 acre tract, the southerly line of said 37.115 acre tract, the
27 southerly line of a called 20.236 acre tract of land described in a

H.B. No. 4627

1 deed to Gary Conway and Debbie Conway, as recorded in Instrument
2 No. 2019-158825 of the Official Records of Denton County, Texas,
3 and the southerly line of said Tract I, a distance of 1141.49 feet
4 to the POINT OF BEGINNING and containing 61.611 acres (2,683,778
5 square feet) of land, more or less.
6 HIGH POINTE RANCH MUNICIPAL UTILITY DISTRICT NO. 1 - TRACT 3
7 BEING a tract of land situated in the F. Trevino Survey, Abstract
8 No. 1243, Denton County, Texas, and being all of a called 41.640
9 acre tract of land described in a Warranty Deed with Vendor's Lien
10 to Michael Ray Self and spouse, Hannah Carter Self, as recorded in
11 Instrument No. 2020-72317 of the Official Records of Denton County,
12 Texas, and being more particularly described as follows:
13 BEGINNING at a mag nail set for the northwest corner of said 41.640
14 acre tract, common to the northeast corner of a called 61.667 acre
15 tract of land described in a deed to Betsy Turner, as recorded in
16 Instrument No. 97-0010270 of the Official Records of Denton County,
17 Texas, being on the southerly line of Tract I described in a deed to
18 LTR Dressage, LLC, as recorded in Instrument No. 2012-60776 of the
19 Official Records of Denton County, Texas, and in the centerline of
20 Black Jack Road, a variable width right-of-way, no record found;
21 THENCE South 89°10'02" East, along a northerly line of said 41.640
22 acre tract, the southerly line of said Tract I, the southerly line
23 of a called 22.380 acre tract of land described as Tract II in said
24 deed recorded in Instrument No. 2012-60776 of the Official Records
25 of Denton County, Texas, and the centerline of said Black Jack Road,
26 a distance of 570.47 feet to a 1 inch iron pipe found for the
27 northerly northeast corner of said 41.640 acre tract, common to the

H.B. No. 4627

1 northwest corner of a called 14.975 acre tract of land described in
2 a deed to K & T Swan Family Limited Partnership, L.P., as recorded
3 in Instrument No. 2017-78524 of the Official Records of Denton
4 County, Texas;
5 THENCE South 1°07'20" East, departing the southerly line of said
6 Tract II and the centerline of said Black Jack Road, along an
7 easterly line of said 41.640 acre tract and the westerly line of
8 said 14.975 acre tract, a distance of 1528.04 feet to a 1/2 inch
9 iron rod found for the southwest corner of said 14.975 acre tract,
10 common to an ell corner of said 41.640 acre tract;
11 THENCE South 89°22'10" East, along a northerly line of said 41.640
12 acre tract and the southerly line of said 14.975 acre tract, a
13 distance of 570.06 feet to a 3/8 inch iron rod found for the
14 southerly northeast corner of said 41.640 acre tract, common to the
15 southeast corner of said 14.975 acre tract;
16 THENCE South 1°04'44" East, along an easterly line of said 41.640
17 acre tract, a distance of 745.84 feet to a 1/2 inch iron pipe found
18 for the southeast corner of said 41.640 acre tract, common to the
19 northeast corner of a called 16.597 acre tract of land described in
20 a deed to Phillip J. Anton and wife, Karen M. Anton, as recorded in
21 Instrument No. 95-65740 of the Official Records of Denton County,
22 Texas;
23 THENCE South 89°33'30" West, along the southerly line of said 41.640
24 acre tract, the northerly line of said 16.597 acre tract, the
25 northerly line of a called 6.703 acre tract of land described in a
26 deed to Phillip John Anton and wife, Karen Marie Anton, as recorded
27 in Instrument No. 2005-92268 of the Official Records of Denton

H.B. No. 4627

1 County, Texas, and the northerly line of a called 94.58 acre tract
2 of land described in a deed to Robert J. Houlihan, Trustee of the
3 Jacqueline A. Houlihan Family Trust, as recorded in Instrument
4 No. 2015-75670 of the Official Records of Denton County, Texas, a
5 distance of 1209.41 feet to a 5/8 inch iron rod with plastic cap
6 stamped "KHA" set for the southwest corner of said 41.640 acre
7 tract, common to the southeast corner of aforesaid 61.667 acre
8 tract;

9 THENCE North 0°37'22" East, departing the northerly line of said
10 94.58 acre tract, along the westerly line of said 41.640 acre tract
11 and the easterly line of said 61.667 acre tract, a distance of
12 2297.48 feet to the POINT OF BEGINNING and containing 41.650 acres
13 (1,814,290 square feet) of land, more or less.

14 (c) If this Act does not receive a two-thirds vote of all the
15 members elected to each house, Subchapter C, Chapter 7919A, Special
16 District Local Laws Code, as added by Section 4(a) of this Act, is
17 amended by adding Section 7919A.0307 to read as follows:

18 Sec. 7919A.0307. NO EMINENT DOMAIN POWER. The district may
19 not exercise the power of eminent domain.

20 (d) Section 4(c) is not intended to be an expression of a
21 legislative interpretation of the requirements of Section 17(c),
22 Article I, Texas Constitution.

23 (e) This section takes effect March 31, 2022.

24 SECTION 5. (a) Subtitle F, Title 6, Special District Local
25 Laws Code, is amended by adding Chapter 7933A to read as follows:

H.B. No. 4627

1 published as provided by law, and the notice and a copy of this Act
2 have been furnished to all persons, agencies, officials, or
3 entities to which they are required to be furnished under Section
4 59, Article XVI, Texas Constitution, and Chapter 313, Government
5 Code.

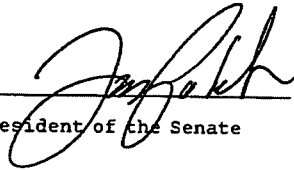
6 (b) The governor, one of the required recipients, has
7 submitted the notice and a copy of a bill to create each district
8 described by this Act to the Texas Commission on Environmental
9 Quality.

10 (c) The Texas Commission on Environmental Quality has filed
11 its recommendations relating to each bill to create each district
12 described by this Act with the governor, the lieutenant governor,
13 and the speaker of the house of representatives within the required
14 time.

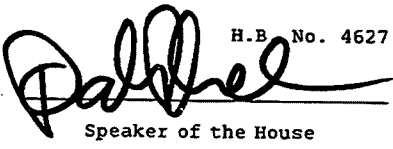
15 (d) All requirements of the constitution and laws of this
16 state and the rules and procedures of the legislature with respect
17 to the notice, introduction, and passage of each bill to create each
18 district described by this Act are fulfilled and accomplished.

19 SECTION 12. Except as otherwise provided by this Act, this
20 Act takes effect immediately if it receives a vote of two-thirds of
21 all the members elected to each house, as provided by Section 39,
22 Article III, Texas Constitution. If this Act does not receive the
23 vote necessary for immediate effect, this Act takes effect
24 September 1, 2021.

H.B. No. 4627

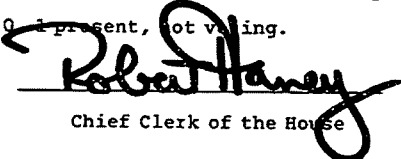


President of the Senate



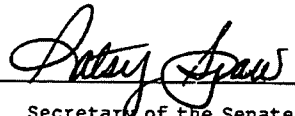
Speaker of the House

I certify that H.B. No. 4627 was passed by the House on May 14, 2021, by the following vote: Yeas 105, Nays 40, 2 present, not voting; that the House concurred in Senate amendments to H.B. No. 4627 on May 28, 2021, by the following vote: Yeas 94, Nays 53, 1 present, not voting; and that the House adopted H.C.R. No. 116 authorizing certain corrections in H.B. No. 4627 on May 31, 2021, by the following vote: Yeas 130, Nays 0, 1 present, not voting.



Chief Clerk of the House

I certify that H.B. No. 4627 was passed by the Senate, with amendments, on May 26, 2021, by the following vote: Yeas 31, Nays 0; and that the Senate adopted H.C.R. No. 116 authorizing certain corrections in H.B. No. 4627 on May 31, 2021, by the following vote: Yeas 31, Nays 0.



Secretary of the Senate

APPROVED: _____

Date

Governor

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4:30 PM O'CLOCK

JUN 15 2021



Secretary of State



**City Council Meeting
Staff Report
February 26, 2026**

Agenda Item

Consideration and action on a Final Plat application for Silverado West, Phase 3 for a replat of Lot 77XR, Block M, being approximately 11.247 acres located northwest of the intersection of Liberty Road and Main Street, located within the City of Aubrey ETJ, Denton County, to subdivide Lot 77XR, Block M, into two lots. (Applicant: JBI Partners on behalf of D.R. Horton)

Staff Contact

Leanne Wilson, Assistant City Manager
lwilson@aubreytx.gov

Summary

The applicant has submitted a Final Plat for Silverado West, Phase 3, proposing a replat of Lot 77XR, Block M, Silverado West, Phase 3, located within the City of Aubrey's Extraterritorial Jurisdiction (ETJ), Denton County, Texas. The purpose of the replat is to subdivide Lot 77X, Block M, into two separate lots.

The two separate lots allow the District to maintain the property and manage the retention pond, while providing for the HOA to maintain the dog park.

Per Section 6.08, *Application for Replat*, an application for a replat shall meet the same requirements as a Final Plat. The city engineer and planner have reviewed the plat's compliance with the City of Aubrey Subdivision Ordinance, Development Standards, and the Final Plat Checklist.

The City Engineer and Planner have no further objections to the final plat submitted;

The Planning and Zoning Commission recommended approval at their February 12th meeting.

Council may Approve, Approve with Conditions or Deny the Final Plat.

Financial Summary

NA

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to (approve, approve with conditions, or deny) the Final Plat.

From: [Chase Crawford](#)
To: [Shanda Guffee](#); [Cooper Reinbold](#)
Subject: RE: Silverado West Ph. 3 Replat
Date: Tuesday, February 10, 2026 3:15:17 PM
Attachments: [image002.png](#)
[image004.png](#)
[image005.png](#)

Thank you for sending this over, Shanda.

Upon further review, it appears that all comments from our second submittal on 02/02/26 have been addressed. We have no further objections at this time.

Thank you,
Chase R. Crawford, RPLS
Birkhoff, Hendricks & Carter, L.L.P.
TBPELS Engineering Firm 526 | Surveying Firm 100318
11910 Greenville Ave., Suite 600
Dallas, Texas 75243
214-361-7900

From: Shanda Guffee <sguffee@aubreytx.gov>
Sent: Tuesday, February 10, 2026 2:41 PM
To: Chase Crawford <CCrawford@bhcllp.com>; Cooper Reinbold <creinbold@bhcllp.com>
Subject: FW: Silverado West Ph. 3 Replat
Importance: High

Chase & Cooper,

Please see the attached revised changes for the Silverado West replat.

Thank you,
Shanda



From: Nathanael Wolf <nwolf@jbipartners.com>
Sent: Thursday, February 5, 2026 8:21 AM
To: Shanda Guffee <sguffee@aubreytx.gov>
Cc: Alex Rejcek <arejcek@jbipartners.com>
Subject: RE: Silverado West Ph. 3 Replat

Shanda,

Please find attached.

Thanks,



Nathanael Wolf, PE

Project Manager

Direct : 972.738.6118

Mobile: 940.255.6089

www.jbipartners.com

From: Shanda Guffee <sguffee@aubreytx.gov>

Sent: Tuesday, February 3, 2026 1:48 PM

To: Nathanael Wolf <nwolf@jbipartners.com>

Cc: Alex Rejcek <arejcek@jbipartners.com>

Subject: RE: Silverado West Ph. 3 Replat

Nathanael,

Please see the attached mockup for comments from your most recent resubmittal.

Thank you,
Shanda



Shanda Guffee

Development Manager

Direct: (940) 440-9343 Ext. 109

Website: www.aubreytx.gov

107 S. Main St, Aubrey, TX 76227

From: Nathanael Wolf <nwolf@jbipartners.com>

Sent: Tuesday, January 27, 2026 4:37 PM

To: Shanda Guffee <sguffee@aubreytx.gov>

Cc: Alex Rejcek <arejcek@jbipartners.com>

Subject: RE: Silverado West Ph. 3 Replat

Shanda,

Please find attached.

Thanks,



Nathanael Wolf, PE

Project Manager

Direct : 972.738.6118

Mobile: 940.255.6089

www.jbipartners.com

From: Shanda Guffee <sguffee@aubreytx.gov>

Sent: Thursday, January 22, 2026 1:50 PM

To: Nathanael Wolf <nwolf@jbipartners.com>

Cc: Alex Rejcek <arejcek@jbipartners.com>

Subject: RE: Silverado West Ph. 3 Replat

Good afternoon, Nathanael,

It has been determined that the replat submitted for Silverado West, Phase 3 is administratively complete; however, a few minor corrections are required. Please see the review comments below. A marked-up copy of the plat is also attached for reference. Please submit a corrected digital copy of the plat addressing all comments. Revisions must be received no later than January 28 to allow adequate time for final review and placement on the agenda for the next regularly scheduled meeting.

Replat / Final Plat Review Comments

1. Revise Note 6 to reference building lines (plural).
2. Address text conflicts as noted on the review markups.
3. Identify and label the City of Aubrey city limits on the plat and within the vicinity map.
4. Update owner information for all surrounding properties.
5. In accordance with Aubrey's Subdivision Ordinance requirements for replats, identify the document as a "Final Plat", not "Replat," within the title block.
6. Revise the title block on Pages 1 and 2 per the attached review markups.
7. Show all adjoining properties with dotted or dashed lines, in accordance with Aubrey's Subdivision Ordinance requirements.
8. Revise the metes and bounds descriptions per the attached review markups.
9. Add a preliminary stamp until the Final Plat is approved and ready for signature and seal.

Please let me know if you have any questions.

Thank you,
Shanda



Shanda Guffee

Development Manager

Direct: (940) 440-9343 Ext. 109

Website: www.aubreytx.gov

107 S. Main St, Aubrey, TX 76227

From: Nathanael Wolf <nwolf@jbipartners.com>

Sent: Wednesday, January 14, 2026 2:27 PM

To: Shanda Guffee <sguffee@aubreytx.gov>

Cc: Alex Rejcek <arejcek@jbipartners.com>

Subject: RE: Silverado West Ph. 3 Replat

Shanda,

Please find attached. Let me know if you need any additional information.

Please send a receipt for the \$590.00 Fee.

Thanks,



Nathanael Wolf, PE

Project Manager

Direct : 972.738.6118

Mobile: 940.255.6089

www.jbipartners.com

From: Shanda Guffee <sguffee@aubreytx.gov>

Sent: Wednesday, January 14, 2026 12:22 PM

To: Nathanael Wolf <nwolf@jbipartners.com>

Subject: RE: Silverado West Ph. 3 Replat

No, no hardcopies are needed at this time.



Shanda Guffee

Development Manager

Direct: (940) 440-9343 Ext. 109

Website: www.aubreytx.gov

107 S. Main St, Aubrey, TX 76227

From: Nathanael Wolf <nwolf@jbipartners.com>
Sent: Wednesday, January 14, 2026 11:30 AM
To: Shanda Guffee <sguffee@aubreytx.gov>
Cc: Alex Rejcek <arejcek@jbipartners.com>
Subject: RE: Silverado West Ph. 3 Replat

Shanda,

Do you need hard copies per the checklist?

Thanks,



Nathanael Wolf, PE
Project Manager
Direct : 972.738.6118
Mobile: 940.255.6089
www.jbipartners.com

From: Shanda Guffee <sguffee@aubreytx.gov>
Sent: Wednesday, January 14, 2026 11:11 AM
To: Nathanael Wolf <nwolf@jbipartners.com>
Cc: Alex Rejcek <arejcek@jbipartners.com>
Subject: RE: Silverado West Ph. 3 Replat
Importance: High

Nathanael,

Yes, a replat will be required to move forward. Today is the plat submittal deadline. If you are ready to proceed, you will need to complete the attached application. Fees can be paid by phone. Please also review the checklist to ensure all requirements have been included. Below is the link to the platting information in our ordinance.

<https://ecode360.com/40429694>

Thank you,
Shanda



Shanda Guffee
Development Manager
Direct: (940) 440-9343 Ext. 109
Website: www.aubreytx.gov
107 S. Main St, Aubrey, TX 76227

From: Nathanael Wolf <nwolf@jbipartners.com>

Sent: Wednesday, January 14, 2026 9:03 AM
To: Shanda Guffee <sguffee@aubreytx.gov>
Cc: Alex Rejcek <arejcek@jbipartners.com>
Subject: RE: Silverado West Ph. 3 Replat

Shanda,

The HOA currently owns the entire lot as it is currently platted. We need to transfer ownership of the detention pond portion of the lot to the District. In order to do so, we need to split the lot into two.

Thanks,



Nathanael Wolf, PE

Project Manager
Direct : 972.738.6118
Mobile: 940.255.6089
www.jbipartners.com

From: Shanda Guffee <sguffee@aubreytx.gov>
Sent: Wednesday, January 14, 2026 8:33 AM
To: Nathanael Wolf <nwolf@jbipartners.com>
Cc: Alex Rejcek <arejcek@jbipartners.com>
Subject: RE: Silverado West Ph. 3 Replat

Hi Nathanael,

My apologies, I'm just catching up. Could you please explain the reason for splitting the lot?



Shanda Guffee

Development Manager

Direct: (940) 440-9343 Ext. 109

Website: www.aubreytx.gov

107 S. Main St, Aubrey, TX 76227

From: Nathanael Wolf <nwolf@jbipartners.com>
Sent: Tuesday, January 13, 2026 8:08 AM
To: Shanda Guffee <sguffee@aubreytx.gov>
Cc: Alex Rejcek <arejcek@jbipartners.com>
Subject: RE: Silverado West Ph. 3 Replat

Shanda,

Reaching back out regarding the Silverado West Phase 3. Have you had a chance to look into this?

Thanks,



Nathanael Wolf, PE

Project Manager

Direct : 972.738.6118

Mobile: 940.255.6089

www.jbipartners.com

From: Nathanael Wolf

Sent: Wednesday, January 7, 2026 9:50 AM

To: 'Shanda Guffee' <sguffee@aubreytx.gov>

Cc: Alex Rejcek <arejcek@jbipartners.com>

Subject: Silverado West Ph. 3 Replat

Shanda,

I'm reaching out regarding Silverado West Phase 3. We need to subdivide Block M Lot 77X into 2 lots. I think we need to do this via a replat. Can you confirm that this is a replat and not an amending plat and let us know what that required process looks like with the City of Aubrey?

I have attached the replat that we have prepared. Below is a link to the recorded Final Plat.

 [Silverado West Phase 3 Recorded Plat](#)

Thanks,



Nathanael Wolf, PE

Project Manager

Direct : 972.738.6118

Mobile: 940.255.6089

www.jbipartners.com

STATE OF TEXAS ~

COUNTY OF DENTON ~

WHEREAS, D.R. Horton–Texas, Ltd. is the owner of a parcel of land located in Denton County, Texas, a part of the James Bridges Jr. Survey, Abstract Number 36 and being all of Lot 77X, Block M, Silverado West, Phase 3, an addition to Denton County, as recorded in Document Number 2021–482, Real Property Records of Denton County, Texas, and being further described as follows:

BEGINNING at a one half inch iron rod found at the southeast corner of said Lot 77X, said point being the northeast corner of that called Tract 1–2.990 acre tract of land described in deed to PRODEN8 GROUP LLC as recorded in Document Number 2022–128245, Real Property Records of Denton County, Texas, said point also being in the west line of Lot 1, Block A, Liberty Addition, an addition to Denton County as recorded in Document Number 2022–104, Real Property Records of Denton County, Texas;

THENCE North 88 degrees 45 minutes 23 seconds West, 96.15 feet along the north line of said 2.990 acre tract to a one–half inch iron rod with yellow cap stamped “JBI” found at the southwest corner of said Lot 77X, said point being the southeast corner of Silverado West, Phase 6, an addition to Denton County, as recorded in Document Number 2022–123, Real Property Records of Denton County, Texas;

THENCE along the westerly line of Lot 77X as follows:

North 40 degrees 27 minutes 24 seconds West, 2,111.97 feet to a one–half inch iron rod with yellow cap stamped “JBI” found at the northeast corner of said Silverado West, Phase 6, said point being in the south right–of–way line of McNatt Road, a 120 foot right–of–way;
Northeasterly, 1,114.61 feet along a curve to the left having a central angle of 50 degrees 41 minutes 05 seconds, a radius of 1,260.00 feet, a tangent of 596.74 feet, and whose chord bears North 61 degrees 08 minutes 14 seconds East, 1,078.62 feet to a one–half inch iron rod with yellow cap stamped “JBI” found at the north corner of said Lot 77X, said point being at the intersection of the south right–of–way line of McNatt Road and the west right–of–way line of Jasper Trail, a 50 foot right–of–way;

THENCE along the northeasterly line of Lot 77X as follows:

Southeasterly, 30.22 feet along a curve to the right, having a central angle of 07 degrees 31 minutes 41 seconds, a radius of 230.00 feet, a tangent of 15.13 feet, and whose chord bears South 39 degrees 56 minutes 56 seconds East, 30.20 feet to a one–half inch iron rod with yellow cap stamped “JBI” found for corner, said point being in the west right–of–way line of Jasper Trail, said point also being the northeast corner of Lot 76, Block M, of said Silverado West, Phase 3;
South 88 degrees 49 minutes 54 seconds West, 24.36 feet to a one–half inch iron rod with yellow cap stamped “JBI” found for corner;
Southwesterly, 973.38 feet along a curve to the right having a central angle of 43 degrees 54 minutes 49 seconds, a radius of 1,270.00 feet, a tangent of 512.00 feet, and whose chord bears South 58 degrees 44 minutes 53 seconds West, 949.73 feet to a one–half inch iron rod with yellow cap stamped “JBI” found for corner;
South 40 degrees 27 minutes 24 seconds East, 1,232.33 feet to a one–half inch iron rod with yellow cap stamped “JBI” found for corner;
South 88 degrees 45 minutes 23 seconds East, 217.94 feet to a one–half inch iron rod with yellow cap stamped “JBI” found for corner;
North 01 degrees 14 minutes 37 seconds East, 9.86 feet to a one–half inch iron rod with yellow cap stamped “JBI” found for corner;
North 43 degrees 45 minutes 23 seconds West, 207.79 feet to a one–half inch iron rod with yellow cap stamped “JBI” found for corner, said point also being in the south right–of–way line of Jasper Trail,
Northeasterly, 20.33 feet along the south right–of–way line of Jasper Trail with a curve to the left having a central angle of 20 degrees 15 minutes 17 seconds, a radius of 57.50 feet, a tangent of 10.27 feet, and whose chord bears North 54 degrees 43 minutes 33 seconds East, 20.22 feet to a one–half inch iron rod with yellow cap stamped “JBI” found for corner;
South 43 degrees 45 minutes 23 seconds East, 184.81 feet to a one–half inch iron rod with yellow cap stamped “JBI” found for corner;
North 01 degrees 14 minutes 37 seconds East, 227.47 feet to a one–half inch iron rod with yellow cap stamped “JBI” found for corner;
South 88 degrees 45 minutes 23 seconds East, 342.87 feet to a wood post found at the northeast corner of said Lot 77X, said point being in the south line of Lot 30, Block M, Silverado West, Phase 2, an addition to Denton County, as recorded in Document Number 2021–488, Real Property Records of Denton County, Texas, said point also being the northwest corner of said Lot 1;

THENCE South 01 degrees 40 minutes 57 seconds West, 929.49 feet along the east line of said Lot 77X and said Lot 1 to the POINT OF BEGINNING and containing 489,912 square feet or 11.247 acres of land.

OWNER’S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, **D.R. HORTON–TEXAS, LTD**, acting herein by and through its duly authorized officer, does hereby adopt this plat designating the herein above described property as **SILVERADO WEST, PHASE 3, LOTS 77XR and 78X, BLOCK M**, being a replat of Lot 77X, Block M of Silverado West, Phase 3 an addition to Denton County, Texas, and does hereby dedicate to The Lakes Fresh Water Supply District (The District), in fee simple, the streets and public use areas shown hereon, and does hereby dedicate the easements shown hereon for the purposes indicated to exclusive use forever of The District, said dedications being free and clear of all liens and encumbrances except as shown herein. No buildings, fences, trees, shrubs or other improvements shall be constructed or placed upon, over or across the easements on said plat. At the discretion of The District and subject to it’s written approval, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use the same unless the easement limits the use to a particular utility or utilities, said use by public utilities being subordinate to The District use thereof. Any public utility given the right by The District to use said easements shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements. Any public utility shall at all times have the right of ingress and egress to and from and upon any said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time procuring the permission of anyone. I do hereby bind myself, my successors and assigns to forever warrant and defend all and singular the above described streets, easements and rights unto The District against every person whomsoever comes lawfully claiming or to claim the same or any part thereof. This property is located within The City of Aubrey Extra–Territorial Jurisdiction. This plat approval is subject to all the platting ordinances, rules and regulations of the City of Aubrey, and Denton County, Texas.

WITNESS MY HAND, this ____ day of _____, 2026.

D.R. HORTON–TEXAS, LTD.

David L. Booth,
Land Acquisition Development Manager

STATE OF TEXAS §

COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for the said County and State on this day personally appeared David L. Booth, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed therein stated..

Given under my hand and seal of office, this ____ day of _____, 2026.

Notary Signature

DISTRICT APPROVAL	
THE LAKES FRESH WATER SUPPLY DISTRICT:	
_____	_____
CHAIRPERSON	DATE

SURVEYOR’S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

I, Mark W. Harp, RPLS, do hereby certify that I have prepared this plat from an actual on the ground survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision in accordance with the Denton County Subdivision Rules and Regulations.

Dated this the ____ day of _____, 2026.

PELIMINARY FOR REVIEW PURPOSES ONLY

Mark W. Harp, R.P.L.S. No. 6425

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared Mark W. Harp, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2026.

Notary Public, State of Texas

APPROVED AND ACCEPTED:

Mayor
City of Aubrey, Texas

The undersigned, the City Secretary of the City of Aubrey, Texas hereby certifies that the foregoing Replat Silverado West, Phase 3, Lots 77XR, 78X, Block M, an addition to Denton County, Texas, is hereby approved by the

City of Aubrey this ____ day of _____, 2026, and the City of Aubrey does hereby approve and accept said Final Plat, and that the City of Aubrey further authorized the Mayor to note the acceptance thereof by signing their name as herein above subscribed.

Attest this ____ day of _____, 2026

City Secretary
City of Aubrey, Texas

PURPOSE OF THIS REPLAT
IS TO SUBDIVIDE LOT 77X, BLOCK M, SILVERADO, WEST PHAST 3
INTO TWO LOTS.

FINAL PLAT
SILVERADO WEST PHASE 3
LOTS 77XR and 78X, BLOCK M

BEING A REPLAT OF LOT 77X, BLOCK M OF SILVERADO
WEST PHASE 3 RECORDED IN DOCUMENT NO. 2021–482
OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS

11.247 ACRES OUT OF THE
JAMES BRIDGES JR. SURVEY, ABSTRACT NO. 36
THE LAKES FRESH WATER SUPPLY DISTRICT
CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

D.R. HORTON–TEXAS, LTD	OWNER/DEVELOPER
4306 Miller Road, Suite A Rowlett, Texas 75088	(214) 607–4244 (817) 928–6139 FAX

JB PARTNERS, INC.	SURVEYOR/ENGINEER
2121 Midway Rd #300, Carrollton, TX 75006 Engineer: Alex Rejcek TBPE No. F–438 TBPLS No. 10076000	(972)248–7676 (214) 248–1414 FAX

February 04, 2026 Sheet 2 of 2



February 5, 2026
Ms. Shanda Guffee
City of Aubrey, Tx
Silverado West Phase 3
Page 1 of 1

February 5, 2026

Ms. Shanda Guffee
Development Manager
City of Aubrey, Tx
107 S. Main Street
Aubrey, Tx 76227

Re: Silverado West Phase 3 – Replat Response to 2nd Review

Ms. Guffee:

Please accept this reply as a 1st review submittal for the Replat for Silverado West Phase 3 Lot 77X. Below in red are our responses to the issues raised by Birkhoff, Hendricks, and Carter, LLP in the comment letter dated February 2, 2026.

General Comments

1. Coordinate with the City of Aubrey/Denton County to confirm whether right-of-way dedication is required for Liberty Road. Currently designated as “Minor Arterial (100’ ROW), on the City of Aubrey’s Thoroughfare Plan.
 - We will go ahead and dedicate this as Right-of-Way. We will inform Denton County.
2. This City Limit/ETJ line appears incorrect. Please remove.
 - As requested. Aubrey and Unincorporated Boundary now shown on the replat.
3. Phase Spelling
 - Spelling corrected.

If you have any questions, please feel free to contact me.

Sincerely,

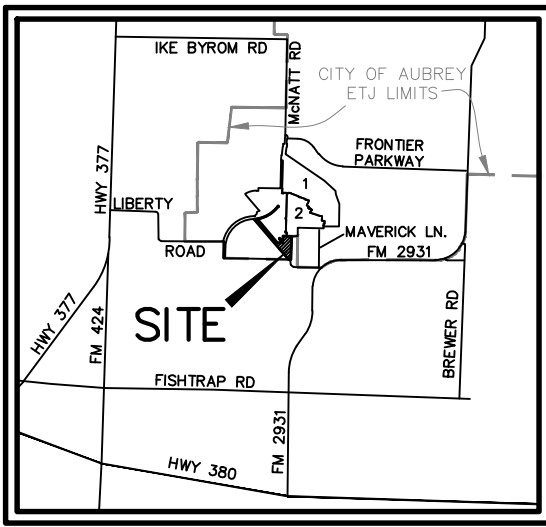
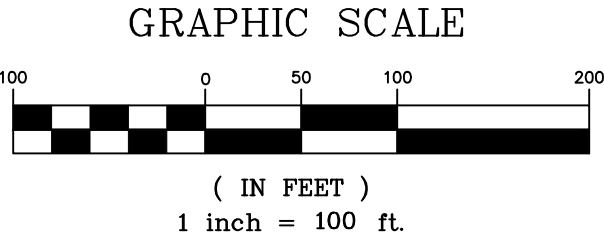
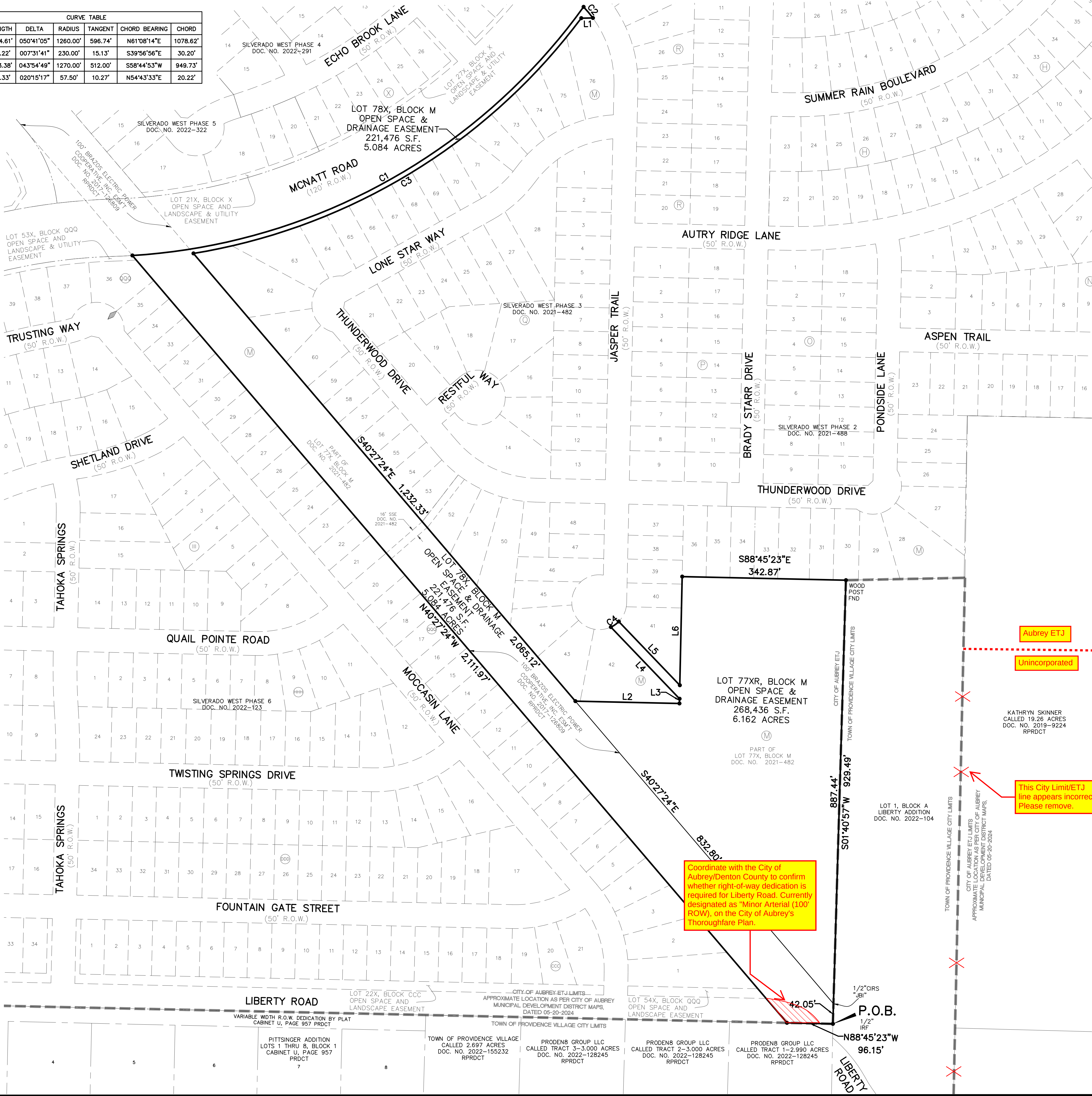
A handwritten signature in black ink, appearing to read "Nathanael Wolf", written in a cursive style.

JBI Partners, Inc.

Nathanael Wolf, P.E.
940-255-6089 mobile
nwolf@jbipartners.com

LINE TABLE		
NO.	BEARING	LENGTH
L1	S88°49'54"W	24.36'
L2	S88°45'23"E	217.94'
L3	N01°14'37"E	9.86'
L4	N43°45'23"W	207.79'
L5	S43°45'23"E	184.81'
L6	N01°14'37"E	227.47'

CURVE TABLE						
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	1114.61'	050°41'05"	1260.00'	596.74'	N61°08'14"E	1078.62'
C2	30.22'	007°31'41"	230.00'	15.13'	S39°56'56"E	30.20'
C3	973.38'	043°54'49"	1270.00'	512.00'	S58°44'53"W	949.73'
C4	20.33'	020°15'17"	57.50'	10.27'	N54°43'33"E	20.22'



VICINITY MAP
N.T.S.

- LEGEND
- POB POINT OF BEGINNING
 - IRF IRON ROD FOUND
 - CIRS CAPPED IRON ROD SET
 R.O.W. RIGHT-OF-WAY | S.F. SQUARE FEET | SSE SANITARY SEWER EASEMENT | RPRDCT REAL PROPERTY OF DENTON COUNTY TEXAS | DIAMOND STREET NAME CHANGE INDICATOR |

- NOTES:
- THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE NUMBER 4202-- NAD 83 ALL DATA CONTAINED HEREIN IS SCALED TO SURFACE WITH A (SURFACE TO GRID SCALE FACTOR 0.999849392677).
 - THIS FINAL PLAT CONFORMS TO REQUIREMENTS PER THE CITY OF AUBREY ORDINANCE NUMBER 486-12, DATED : APRIL 15, 2014
 - WATER AND WASTEWATER FACILITIES WITHIN THIS DEVELOPMENT WILL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT. MUSTANG SPECIAL UTILITY DISTRICT HOLDS THE WATER AND WASTEWATER CCN FOR THE PROPERTY. WATER AND WASTEWATER SEWER FACILITIES WILL BE OWNED, OPERATED AND MAINTAINED BY MUSTANG SPECIAL UTILITY DISTRICT.
 - ROADWAY AND DRAINAGE FACILITIES WITHIN THIS DEVELOPMENT WILL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT. ROADWAY AND DRAINAGE FACILITIES WILL BE OWNED, OPERATED AND MAINTAINED BY THE LAKES-FRESH WATER SUPPLY DISTRICT OF DENTON COUNTY.
 - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NUMBER 48121C0265 G, REVISION DATE APRIL 18, 2011, SUBJECT TRACT LIES OUTSIDE OF SHADED ZONE A, A SPECIAL FLOOD HAZARD AREA (100 YEAR FLOOD OR 1 PERCENT ANNUAL CHANCE FLOOD) NO BASE FLOOD ELEVATION DETERMINED.
 - ALL BUILDING LINES FOLLOW THE TYPICAL LOT DETAIL. KEY LOTS HAVE A 20' STREET SIDE BUILDING LINE.
 - SCREENING WALLS, LANDSCAPING, AND SIDEWALKS WILL BE MAINTAINED BY THE HOA.
 - ALL EXISTING STRUCTURES ON SUBJECT TRACT SHOWN HEREON ARE TO BE REMOVED
 - ALL LOTS MEET MINIMUM SQUARE FOOTAGE.
 - LOT 77XR, BLOCK M IS TO BE OWNED AND MAINTAINED BY THE LAKES FRESH WATER SUPPLY DISTRICT, UPON RECORDING OF FINAL PLAT A SEPARATE DEED WILL BE EXECUTED TO FACILITATE THE TRANSACTION.
 - LOT 78X, BLOCK M IS TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
 - *NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF CITY UTILITIES AND BUILDING PERMITS.*
 - ALL CORNERS NOT LABELED ARE ONE-HALF INCH IRON ROD FOUND WITH A YELLOW CAP STAMPED "JBI" UNLESS NOTED OTHERWISE.

PURPOSE OF THIS REPLAT
IS TO SUBDIVIDE LOT 77X, BLOCK M, SILVERADO, WEST PHASE 3
INTO TWO LOTS.

Spelling

FINAL PLAT SILVERADO WEST PHASE 3 LOTS 77XR and 78X, BLOCK M

BEING A REPLAT OF LOT 77X, BLOCK M OF SILVERADO
WEST PHASE 3 RECORDED IN DOCUMENT NO. 2021-482
OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS

11.247 ACRES OUT OF THE
JAMES BRIDGES JR. SURVEY, ABSTRACT NO. 36
THE LAKES FRESH WATER SUPPLY DISTRICT
CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

D.R. HORTON--TEXAS, LTD OWNER/DEVELOPER
4306 Miller Road, Suite A Rowlett, (214) 607-4244
Texas 75088 (817) 928-6139 FAX

JBI PARTNERS, INC. SURVEYOR/ENGINEER
2121 Midway Rd #300, Carrollton, TX 75006 (972) 248-7676
Engineer: Alex Rejcek (214) 248-1414 FAX
TBPE No. F-438 TBPLS No. 10076000

January 27, 2026 Sheet 1 of 2

STATE OF TEXAS ~

COUNTY OF DENTON ~

WHEREAS, D.R. Horton–Texas, Ltd. is the owner of a parcel of land located in Denton County, Texas, a part of the James Bridges Jr. Survey, Abstract Number 36 and being all of Lot 77X, Block M, Silverado West, Phase 3, an addition to Denton County, as recorded in Document Number 2021–482, Real Property Records of Denton County, Texas, and being further described as follows:

BEGINNING at a one half inch iron rod found at the southeast corner of said Lot 77X, said point being the northeast corner of that called Tract 1–2.990 acre tract of land described in deed to PRODEN8 GROUP LLC as recorded in Document Number 2022–128245, Real Property Records of Denton County, Texas, said point also being in the west line of Lot 1, Block A, Liberty Addition, an addition to Denton County as recorded in Document Number 2022–104, Real Property Records of Denton County, Texas;

THENCE North 88 degrees 45 minutes 23 seconds West, 96.15 feet along the north line of said 2.990 acre tract to a one–half inch iron rod with yellow cap stamped “JBI” found at the southwest corner of said Lot 77X, said point being the southeast corner of Silverado West, Phase 6, an addition to Denton County, as recorded in Document Number 2022–123, Real Property Records of Denton County, Texas;

THENCE along the westerly line of Lot 77X as follows:

North 40 degrees 27 minutes 24 seconds West, 2,111.97 feet to a one–half inch iron rod with yellow cap stamped “JBI” found at the northeast corner of said Silverado West, Phase 6, said point being in the south right–of–way line of McNatt Road, a 120 foot right–of–way;
Northeasterly, 1,114.61 feet along a curve to the left having a central angle of 50 degrees 41 minutes 05 seconds, a radius of 1,260.00 feet, a tangent of 596.74 feet, and whose chord bears North 61 degrees 08 minutes 14 seconds East, 1,078.62 feet to a one–half inch iron rod with yellow cap stamped “JBI” found at the north corner of said Lot 77X, said point being at the intersection of the south right–of–way line of McNatt Road and the west right–of–way line of Jasper Trail, a 50 foot right–of–way;

THENCE along the northeasterly line of Lot 77X as follows:

Southeasterly, 30.22 feet along a curve to the right, having a central angle of 07 degrees 31 minutes 41 seconds, a radius of 230.00 feet, a tangent of 15.13 feet, and whose chord bears South 39 degrees 56 minutes 56 seconds East, 30.20 feet to a one–half inch iron rod with yellow cap stamped “JBI” found for corner, said point being in the west right–of–way line of Jasper Trail, said point also being the northeast corner of Lot 76, Block M, of said Silverado West, Phase 3;
South 88 degrees 49 minutes 54 seconds West, 24.36 feet to a one–half inch iron rod with yellow cap stamped “JBI” found for corner;
Southwesterly, 973.38 feet along a curve to the right having a central angle of 43 degrees 54 minutes 49 seconds, a radius of 1,270.00 feet, a tangent of 512.00 feet, and whose chord bears South 58 degrees 44 minutes 53 seconds West, 949.73 feet to a one–half inch iron rod with yellow cap stamped “JBI” found for corner;
South 40 degrees 27 minutes 24 seconds East, 1,232.33 feet to a one–half inch iron rod with yellow cap stamped “JBI” found for corner;
South 88 degrees 45 minutes 23 seconds East, 217.94 feet to a one–half inch iron rod with yellow cap stamped “JBI” found for corner;
North 01 degrees 14 minutes 37 seconds East, 9.86 feet to a one–half inch iron rod with yellow cap stamped “JBI” found for corner;
North 43 degrees 45 minutes 23 seconds West, 207.79 feet to a one–half inch iron rod with yellow cap stamped “JBI” found for corner, said point also being in the south right–of–way line of Jasper Trail,
Northeasterly, 20.33 feet along the south right–of–way line of Jasper Trail with a curve to the left having a central angle of 20 degrees 15 minutes 17 seconds, a radius of 57.50 feet, a tangent of 10.27 feet, and whose chord bears North 54 degrees 43 minutes 33 seconds East, 20.22 feet to a one–half inch iron rod with yellow cap stamped “JBI” found for corner;
South 43 degrees 45 minutes 23 seconds East, 184.81 feet to a one–half inch iron rod with yellow cap stamped “JBI” found for corner;
North 01 degrees 14 minutes 37 seconds East, 227.47 feet to a one–half inch iron rod with yellow cap stamped “JBI” found for corner;
South 88 degrees 45 minutes 23 seconds East, 342.87 feet to a wood post found at the northeast corner of said Lot 77X, said point being in the south line of Lot 30, Block M, Silverado West, Phase 2, an addition to Denton County, as recorded in Document Number 2021–488, Real Property Records of Denton County, Texas, said point also being the northwest corner of said Lot 1;

THENCE South 01 degrees 40 minutes 57 seconds West, 929.49 feet along the east line of said Lot 77X and said Lot 1 to the POINT OF BEGINNING and containing 489,912 square feet or 11.247 acres of land.

OWNER’S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, **D.R. HORTON–TEXAS, LTD**, acting herein by and through its duly authorized officer, does hereby adopt this plat designating the herein above described property as **SILVERADO WEST, PHASE 3, LOTS 77XR and 78X, BLOCK M**, being a replat of Lot 77X, Block M of Silverado West, Phase 3 an addition to Denton County, Texas, and does hereby dedicate to The Lakes Fresh Water Supply District (The District), in fee simple, the streets and public use areas shown hereon, and does hereby dedicate the easements shown hereon for the purposes indicated to exclusive use forever of The District, said dedications being free and clear of all liens and encumbrances except as shown herein. No buildings, fences, trees, shrubs or other improvements shall be constructed or placed upon, over or across the easements on said plat. At the discretion of The District and subject to it’s written approval, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use the same unless the easement limits the use to a particular utility or utilities, said use by public utilities being subordinate to The District use thereof. Any public utility given the right by The District to use said easements shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements. Any public utility shall at all times have the right of ingress and egress to and from and upon any said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time procuring the permission of anyone. I do hereby bind myself, my successors and assigns to forever warrant and defend all and singular the above described streets, easements and rights unto The District against every person whomsoever comes lawfully claiming or to claim the same or any part thereof. This property is located within The City of Aubrey Extra–Territorial Jurisdiction. This plat approval is subject to all the platting ordinances, rules and regulations of the City of Aubrey, and Denton County, Texas.

WITNESS MY HAND, this ____ day of _____, 2026.

D.R. HORTON–TEXAS, LTD.

David L. Booth,
Land Acquisition Development Manager

STATE OF TEXAS §

COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for the said County and State on this day personally appeared David L. Booth, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed therein stated..

Given under my hand and seal of office, this ____ day of _____, 2026.

Notary Signature

DISTRICT APPROVAL	
THE LAKES FRESH WATER SUPPLY DISTRICT:	
_____	_____
CHAIRPERSON	DATE

SURVEYOR’S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

I, Mark W. Harp, RPLS, do hereby certify that I have prepared this plat from an actual on the ground survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision in accordance with the Denton County Subdivision Rules and Regulations.

Dated this the ____ day of _____, 2026.

PELIMINARY FOR REVIEW PURPOSES ONLY

Mark W. Harp, R.P.L.S. No. 6425

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared Mark W. Harp, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2026.

Notary Public, State of Texas

APPROVED AND ACCEPTED:

Mayor
City of Aubrey, Texas

The undersigned, the City Secretary of the City of Aubrey, Texas hereby certifies that the foregoing Replat Silverado West, Phase 3, Lots 77XR, 78X, Block M, an addition to Denton County, Texas, is hereby approved by the

City of Aubrey this ____ day of _____, 2026, and the City of Aubrey does hereby approve and accept said Final Plat, and that the City of Aubrey further authorized the Mayor to note the acceptance thereof by signing their name as herein above subscribed.

Attest this ____ day of _____, 2026

City Secretary
City of Aubrey, Texas

PURPOSE OF THIS REPLAT
IS TO SUBDIVIDE LOT 77X, BLOCK M, SILVERADO, WEST PHAST 3
INTO TWO LOTS.

FINAL PLAT
SILVERADO WEST PHASE 3
LOTS 77XR and 78X, BLOCK M

BEING A REPLAT OF LOT 77X, BLOCK M OF SILVERADO
WEST PHASE 3 RECORDED IN DOCUMENT NO. 2021–482
OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS

11.247 ACRES OUT OF THE
JAMES BRIDGES JR. SURVEY, ABSTRACT NO. 36
THE LAKES FRESH WATER SUPPLY DISTRICT
CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

D.R. HORTON–TEXAS, LTD	OWNER/DEVELOPER
4306 Miller Road, Suite A Rowlett, Texas 75088	(214) 607–4244 (817) 928–6139 FAX

JB PARTNERS, INC.	SURVEYOR/ENGINEER
2121 Midway Rd #300, Carrollton, TX 75006 Engineer: Alex Rejcek TBPE No. F–438 TBPLS No. 10076000	(972)248–7676 (214) 248–1414 FAX

January 27, 2026 Sheet 2 of 2

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

PROFESSIONAL ENGINEERS

Texas Firm F526

11910 Greenville Ave., Suite 600

RPLS Firm No. 100318-00

Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

To: Mayor, City Council

From: Chase Crawford, RPLS

Date: 2/2/2026

Subject: Planning review of Silverado West, Phase 3 – Final Plat (Lots 77XR & 78X, Block M)

Applicant: JBI Partners, Inc.

Owners: D.R. Horton-Texas, LTD

Surveyor: JBI Partners, Inc.

Location: South of McNatt Road & Thunderwood Drive. North of Liberty Road

Zoning: Not currently zoned (Outside Aubrey City Limits; Aubrey ETJ)

Future Land Use Plan: Neighborhood Residential

Date of Application: 01/16/2026

Summary

The applicant has submitted a Final Plat for Silverado West, Phase 3, proposing a replat of Lot 77XR, Block M, Silverado West, Phase 3, located within the City of Aubrey Extraterritorial Jurisdiction (ETJ), Denton County, Texas. The purpose of the replat is to subdivide Lot 77X, Block M, into two lots.

This review evaluates the plat's compliance with the City of Aubrey Subdivision Ordinance, Development Standards, and the Final Plat Checklist.

Analysis

A. Jurisdictional/Boundary Information

City Limits/ETJ Line

The plat currently depicts the City of Aubrey ETJ line and the Town of Providence Village city limits incorrectly along the east line of Lot 1, Block A, Liberty Addition.

Action: Remove the incorrect portion of the City Limits/ETJ line and add the corrected linework and labels as shown in BHC's second review dated February 2, 2026.

B. Right-of-Way/Liberty Road

Right-of-Way Dedication

Liberty Road appears to run along the southern boundary of proposed Lot 78X, Block M. Based on the current alignment, this roadway may require right-of-way dedication. Adjacent plats affected by the roadway alignment have previously dedicated right-of-way by plat.

This portion of Liberty Road is classified as a Minor Arterial (100-foot right-of-way) on the City of Aubrey Future Land Use Plan and Master Thoroughfare Plan.

Action: The surveyor shall coordinate with the City of Aubrey and Denton County to confirm whether right-of-way dedication is required for this segment of Liberty Road.

C. Plat Text/Spelling

Misspelling

The word “Phast” appears in the Purpose of this Replat block and should be corrected.

Action: Revise the spelling from “Phast” to “Phase.”

Summary of Required Revisions

The following items must be addressed prior to approval:

- Correct ETJ/City Limit line along the east side of Lot 1, Block A, Liberty Addition
- Confirm whether right-of-way dedication is required along Liberty Road.
- Correct the identified spelling error.

Conclusion

The plat cannot be recommended for approval until all comments above have been addressed. Upon resubmittal, the revised plat will undergo an additional review to ensure full compliance with the City of Aubrey Subdivision Ordinance, Final Plat Checklist, and Denton County requirements for ETJ plats.



**City Council Meeting
Staff Report
February 26, 2026**

Agenda Item

Consideration and action on a Preliminary Plat for Highpointe Ranch Phase 2 East for one hundred fifteen (115) single-family residential lots and one (1) HOA lot, being approximately 31.687 acres out of the Francisco Trevino Survey, Abstract 1243 generally located South of E. Blackjack Road, east of U.S. Highway 377, and North of Springhill Road/FM 428, City of Aubrey, Denton County, Texas. (KL LB Buy 3, LLC)

Staff Contact

Leanne Wilson, Assistant City Manager
lwilson@aubreytx.gov

Summary

A preliminary plat application was received on January 14, 2026, for Highpointe Ranch Phase 2 East. Highpointe Ranch is a multiphased mixed-use planned development. The property owner is KL LB BUY 3 LLC. The property is located east of Hwy 377 and north of FM 428. The property is zoned as a Planned Development. This phase contains 50 and 60-foot single-family residential lots. The preliminary plat was reviewed to evaluate compliance with the City of Aubrey's Subdivision Ordinance, Development Standards, and the Preliminary Plat Checklist. The plat is in general compliance with the subdivision ordinance and checklist. Items were identified that require revisions and a conditional approval is recommended to include the following conditions:

1. Chapter 10; Article 10, Appendix A, Preliminary Plat Checklist — location, dimension, and purpose of all easements within or abutting the subdivision, and the recording information of all existing easements. Multiple easements shown on the face of the plat are missing recording information. The surveyor shall provide and label the recording information for all easements located within or abutting the subdivision.
2. Chapter 10; Article 10, Appendix A, Preliminary Plat – The following is required for adjacent platted properties: subdivision name; lot, block, or tract numbers; recording information. Recording information is missing for multiple adjacent subdivisions. The surveyor shall label the recording information for each subdivision.

The Planning and Zoning Commission recommended conditional approval with the two listed conditions at their February 12th meeting.

The City Council may:

- A. Approve the Preliminary Plat,
 - B. Approve the Preliminary Plat with Conditions, or
 - C. Deny the Preliminary Plat.
-

Financial Summary

NA

Staff Recommended Action

Approve with Conditions

Staff Recommended Motion

Motion to (approve, approve with conditions, or deny) the Preliminary Plat.

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

PROFESSIONAL ENGINEERS

Texas Firm F526
11910 Greenville Ave., Suite 600

RPLS Firm No. 100318-00
Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

To: Mayor, City Council

From: Chase Crawford, RPLS

Date: 2/3/2026

Subject: Planning review of Highpointe Ranch East, Phase 2 – Preliminary Plat

Applicant: Kimley-Horn and Associates, Inc.

Owners: KL LB Buy 3, LLC

Surveyor: Kimley-Horn and Associates, Inc.

Location: US 377, Aubrey, Tx. 76227, north of FM 428

Zoning: Planned Development Mixed Use

Future Land Use Plan: **Neighborhood Residential**

Date of Application: **01/16/2026**

Summary

The applicant has submitted a Preliminary Plat for Highpointe Ranch East, Phase 2, consisting of 115 residential lots and one HOA lot. The plat encompasses approximately 31.687 acres within the Francisco Trevino Survey, Abstract No. 1243, located in the City of Aubrey, Denton County, Texas. The property is situated east of Highway 377, north of F.M. 428, and south of E. Blackjack Road.

Water and Sewer Service will be provided by the city of Aubrey.

The preliminary plat was reviewed to evaluate compliance with the City of Aubrey's Subdivision Ordinance and the Preliminary Plat Checklist. The plat is in general compliance with the subdivision ordinance and checklist. Items were identified that require revisions and a conditional approval is recommended to include the following conditions:

Analysis

A. Easement/Adjacent property recording information

Easements

Article 10 Appendix A, Preliminary Plat Checklist - location, dimension, and purpose of all easements within or abutting the subdivision, and the recording information of all existing easements.

Action: Multiple easements shown on the face of the plat are missing recording information. The surveyor shall provide and label the recording information for all easements located within or abutting the subdivision.

Adjacent Properties

Article 10 Appendix A, Preliminary Plat Checklist – The following is required for adjacent platted properties: subdivision name; lot, block, or tract numbers; recording information.

Action: Recording information is missing for multiple adjacent subdivisions. The surveyor shall label the recording information for each subdivision.

Summary of Required Revisions

The following items must be addressed prior to approval:

- Label recording information for all easements within or abutting the subdivision.
- Label recording information for each adjacent subdivision.

Conclusion

The plat cannot be recommended for approval until all comments above have been addressed. Upon resubmittal, the revised plat will undergo an additional review to ensure full compliance with the City of Aubrey Subdivision Ordinance, and Final Plat Checklist.

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS KL LB BUY 3 LLC, is the sole owner of a tract of land situated in the F. Trevino Survey, Abstract No. 1243, Denton County, Texas, and being all of a called 31.687-acre tract of land described in a deed to KL LB BUY 3 LLC, as recorded in Instrument No. 2025-143070 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" found for the southwest corner of said 31.687-acre tract, common to the southeast corner of Highpointe Ranch Phase 3, according to the plat thereof recorded in Instrument No. ____-____ of the Plat Records of Denton County, Texas, same being on the northerly line of Keeneland, according to the plat thereof recorded in Document No. 2024-2 of the Plat Records of Denton County, Texas;

THENCE North 01°40'23" East, departing the northerly line of said Keeneland, along the easterly line of said Highpointe Ranch Phase 3 and the westerly line of said 31.687-acre tract, a distance of 895.48 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the northwest corner of said 31.687-acre tract, common to the southwest corner of Highpointe Ranch East Phase 1, according to the plat thereof recorded in Instrument No. ____-____, said Plat Records;

THENCE departing the easterly line of said Highpointe Ranch Phase 3, along the southerly line of said Highpointe Ranch Phase 1 and the northerly line of said 31.687-acre tract, the following courses and distances:

South 89°18'30" East, a distance of 174.99 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 00°41'30" East, a distance of 126.86 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 89°18'30" East, a distance of 25.50 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 00°41'32" East, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 89°18'30" West, a distance of 0.50 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 44°18'30" West, a distance of 14.14 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 00°41'30" East, a distance of 110.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 89°18'30" East, a distance of 770.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 00°41'30" East, a distance of 109.50 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 89°18'30" East, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 00°41'30" East, a distance of 0.50 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 45°41'30" East, a distance of 14.14 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 89°18'30" East, a distance of 120.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the northeast corner of said 31.687-acre tract;

THENCE departing said southerly line and along the easterly line of said 31.687-acre tract, the following courses and distances:

South 00°41'30" West, a distance of 1,110.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 89°18'30" East, a distance of 110.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 45°41'30" East, a distance of 14.14 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 89°18'30" East, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 44°18'30" East, a distance of 14.14 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 89°18'30" East, a distance of 28.43 feet to a point at the beginning of a tangent curve to the left with a radius of 975.00 feet, a central angle of 01°08'01", and a chord bearing and distance of South 89°52'30" East, 19.29 feet;

In an easterly direction, with said tangent curve to the left, an arc distance of 19.29 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 89°33'30" East, a distance of 123.10 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 00°26'30" East, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 44°33'09" West, a distance of 14.14 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 00°27'12" West, a distance of 115.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the southeast corner of said 31.687-acre tract, same being on the northerly line of said Keeneland;

THENCE South 89°33'30" West, along the southerly line of said 31.687-acre tract and the northerly line of said Keeneland, a distance of 1,499.90 feet to the POINT OF BEGINNING and containing 31.687 acres of land (1,380,292 square feet), more or less.

LOT TABLE	LOT TABLE	LOT TABLE	LOT TABLE
LOT NO. ACRES SQ. FT.	LOT NO. ACRES SQ. FT.	LOT NO. ACRES SQ. FT.	LOT NO. ACRES SQ. FT.
BLOCK AB LOT 1 0.163 7,100	BLOCK AC LOT 7 0.179 7,800	BLOCK AD LOT 6 0.179 7,800	BLOCK AE LOT 22 0.138 6,000
BLOCK AB LOT 2 0.149 6,500	BLOCK AC LOT 8 0.179 7,800	BLOCK AD LOT 7 0.179 7,800	BLOCK AE LOT 23 0.138 6,000
BLOCK AB LOT 3 0.149 6,500	BLOCK AC LOT 9 0.179 7,800	BLOCK AD LOT 8 0.179 7,800	BLOCK AE LOT 24 0.138 6,000
BLOCK AB LOT 4 0.149 6,500	BLOCK AC LOT 10 0.179 7,800	BLOCK AD LOT 9 0.179 7,800	BLOCK AE LOT 25 0.138 6,000
BLOCK AB LOT 5 0.179 7,800	BLOCK AC LOT 11 0.179 7,800	BLOCK AD LOT 10 0.179 7,800	BLOCK AE LOT 26 0.138 6,000
BLOCK AB LOT 6 0.179 7,800	BLOCK AC LOT 12 0.179 7,800	BLOCK AD LOT 11 0.193 8,400	BLOCK AE LOT 27 0.138 6,000
BLOCK AB LOT 7 0.179 7,800	BLOCK AC LOT 13 0.193 8,400	BLOCK AD LOT 12 0.193 8,400	BLOCK AE LOT 28 0.138 6,000
BLOCK AB LOT 8 0.179 7,800	BLOCK AC LOT 14 0.193 8,400	BLOCK AD LOT 13 0.179 7,800	BLOCK AE LOT 29 0.138 6,000
BLOCK AB LOT 9 0.179 7,800	BLOCK AC LOT 15 0.179 7,800	BLOCK AD LOT 14 0.179 7,800	BLOCK AE LOT 30 0.164 7,150
BLOCK AB LOT 10 0.179 7,800	BLOCK AC LOT 16 0.179 7,800	BLOCK AD LOT 15 0.179 7,800	BLOCK C LOT 118 0.146 6,343
BLOCK AB LOT 11 0.179 7,800	BLOCK AC LOT 17 0.179 7,800	BLOCK AD LOT 16 0.179 7,800	BLOCK C LOT 119 0.146 6,343
BLOCK AB LOT 12 0.179 7,800	BLOCK AC LOT 18 0.179 7,800	BLOCK AD LOT 17 0.179 7,800	BLOCK C LOT 120 0.188 8,196
BLOCK AB LOT 13 0.179 7,800	BLOCK AC LOT 19 0.179 7,800	BLOCK AD LOT 18 0.179 7,800	BLOCK C LOT 121 0.194 8,450
BLOCK AB LOT 14 0.179 7,800	BLOCK AC LOT 20 0.179 7,800	BLOCK AD LOT 19 0.179 7,800	BLOCK C LOT 122 0.179 7,800
BLOCK AB LOT 15 0.179 7,800	BLOCK AC LOT 21 0.179 7,800	BLOCK AD LOT 20 0.179 7,800	BLOCK C LOT 123 0.179 7,800
BLOCK AB LOT 16 0.179 7,800	BLOCK AC LOT 22 0.179 7,800	BLOCK AD LOT 21 0.179 7,800	BLOCK C LOT 124 0.179 7,800
BLOCK AB LOT 17 0.179 7,800	BLOCK AC LOT 23 0.209 9,100	BLOCK AD LOT 22 0.179 7,800	BLOCK C LOT 125 0.179 7,800
BLOCK AB LOT 18 0.179 7,800	BLOCK AC LOT 24 0.209 9,100	BLOCK AD LOT 23 0.179 7,800	BLOCK C LOT 126 0.179 7,800
BLOCK AB LOT 19 0.193 8,400	BLOCK AC LOT 25 0.209 9,100	BLOCK AD LOT 24 0.300 13,074	BLOCK C LOT 127 0.179 7,800
BLOCK AC LOT 1 0.193 8,400	BLOCK AC LOT 26 0.193 8,400	BLOCK AE LOT 16 0.164 7,150	BLOCK C LOT 128 0.187 8,138
BLOCK AC LOT 2 0.209 9,100	BLOCK AC LOT 1 0.368 16,012	BLOCK AE LOT 17 0.138 6,000	BLOCK C LOT 129 0.218 9,483
BLOCK AC LOT 3 0.209 9,100	BLOCK AC LOT 2 0.186 8,099	BLOCK AE LOT 18 0.138 6,000	BLOCK C LOT 130 0.231 10,052
BLOCK AC LOT 4 0.209 9,100	BLOCK AC LOT 3 0.179 7,800	BLOCK AE LOT 19 0.138 6,000	BLOCK C LOT 131 0.231 10,053
BLOCK AC LOT 5 0.179 7,800	BLOCK AC LOT 4 0.179 7,800	BLOCK AE LOT 20 0.138 6,000	BLOCK C LOT 132 0.231 10,053
BLOCK AC LOT 6 0.179 7,800	BLOCK AC LOT 5 0.179 7,800	BLOCK AE LOT 21 0.138 6,000	BLOCK C LOT 133X 5.321 231,801

LOT TABLE
LOT NO. ACRES SQ. FT.
BLOCK C LOT 134 0.263 11,459
BLOCK C LOT 135 0.267 11,632
BLOCK C LOT 136 0.220 9,590
BLOCK C LOT 137 0.191 8,331
BLOCK C LOT 138 0.190 8,260
BLOCK C LOT 139 0.188 8,188
BLOCK C LOT 140 0.186 8,117
BLOCK C LOT 141 0.185 8,046
BLOCK C LOT 142 0.183 7,975
BLOCK C LOT 143 0.181 7,903
BLOCK C LOT 144 0.180 7,832
BLOCK C LOT 145 0.181 7,890
BLOCK C LOT 146 0.179 7,816
BLOCK C LOT 147 0.179 7,806
BLOCK C LOT 148 0.199 8,657
BLOCK C LOT 149 0.202 8,791
OVERALL 31.687 1,380,292
ROW 5.386 234,601

LINE TABLE
NO. BEARING LENGTH
L1 S89°18'30"E 25.50'
L2 N00°41'32"E 50.00'
L3 N44°18'30"W 14.14'
L4 S89°18'30"E 50.00'
L5 N45°41'30"E 14.14'
L6 N45°41'30"E 14.14'
L7 S44°18'30"E 14.14'
L8 N45°41'30"E 14.14'
L9 S44°18'30"E 14.14'
L10 N45°26'51"W 14.14'
L11 N44°18'30"W 14.14'
L12 S45°41'30"W 14.14'
L13 N44°18'30"W 14.14'
L14 S45°41'30"W 14.14'
L15 N44°18'30"W 14.14'
L16 N45°41'30"E 14.14'

CURVE TABLE
NO. DELTA RADIUS LENGTH CHORD BEARING CHORD
C1 1°08'01" 975.00' 19.29' S89°52'30"E 19.29'
C2 90°00'00" 250.00' 392.70' S44°18'30"E 353.55'
C3 1°08'01" 1000.00' 19.78' S89°52'30"E 19.78'

OWNER'S CERTIFICATIONS

STATE OF TEXAS §

COUNTY OF DENTON §

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT KL LB BUY 3 LLC, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as **HIGHPOINTE RANCH EAST PHASE 2**, an addition to the City of Aubrey, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Aubrey's use thereof. The City of Aubrey and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Aubrey and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

Witness this _____ day of _____, 20____.

BY: **KL LB BUY 3, LLC**, a Delaware limited liability company

BY: _____
Name: Edward "Ed" Hadley
Title: Authorized Signatory

STATE OF ARIZONA §

COUNTY OF MARICOPA §

On this _____ day of _____, 2025, before me personally appeared _____ (name of signer), whom I know personally, and acknowledged that he/she executed the same.

Notary Public, State of Arizona

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Sylviana Gunawan, do hereby certify that a survey was made on the ground of the property described hereon under my personal supervision and the iron rods were placed in accordance with the subdivision rules and regulations of the City of Aubrey, Texas.

Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone 972-335-3580

PRELIMINARY
THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Sylviana Gunawan, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

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

Notary Public, State of Texas

CERTIFICATE OF PRELIMINARY PLAT APPROVAL

This Preliminary Plat was reviewed and approved by the City Council of the City of Aubrey, Texas the _____ day of _____, 20____.

CHRIS RICH, MAYOR
CITY OF AUBREY, TEXAS

PRELIMINARY PLAT
HIGHPOINTE RANCH EAST PHASE 2
31.687 ACRES

BLOCK AB, LOTS 1-19, BLOCK AC, LOTS 1-26,
BLOCK AD, LOTS 1-24, BLOCK AE, LOTS 16-30,
BLOCK C, LOTS 118-132, 134-149 AND LOT 133X HOA

115 RESIDENTIAL LOTS
1 HOA LOT

F. TREVINO SURVEY, ABSTRACT NO. 1243
CITY OF AUBREY, DENTON COUNTY, TEXAS

Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, Texas 75034 FIRM # 10193822 Tel. No. (972) 335-3580 Fax No. (972) 335-3779					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	GGL	KHA	01/13/2026	063451861	2 OF 2
OWNER: KL LB BUY 3, LLC c/o KL Services LLC 6900 E. Camelback Road, Suite 800 Scottsdale, AZ 85251 Phone: 766-753-8110 Contact: Nathan Holt					
SURVEYOR: Kimley-Horn and Associates, Inc. 6160 Warren Pkwy., Suite 210 Frisco, Texas 75034 Phone: 972-335-3580 Contact : Sylviana Gunawan, R.P.L.S.					
APPLICANT: Kimley-Horn and Associates, Inc. 6160 Warren Pkwy., Suite 210 Frisco, Texas 75034 Phone: 972-335-3580 Contact : Thomas L. Fletcher, P.E.					



**City Council Meeting
Staff Report
February 26, 2026**

Agenda Item

Consideration and action on a Final Plat for Highpointe Ranch Phase 2 East for one hundred fifteen (115) single-family residential lots and one (1) HOA lot, being approximately 31.687 acres out of the Francisco Trevino Survey, Abstract 1243 generally located South of E. Blackjack Road, east of U.S. Highway 377, and North of Springhill Road/FM 428, City of Aubrey, Denton County, Texas. (KL LB Buy 3, LLC)

Staff Contact

Leanne Wilson, Assistant City Manager
lwilson@aubreytx.gov

Summary

A final plat application was received on January 14, 2026, for Highpointe Ranch Phase 2 East. Highpointe Ranch is a multiphased mixed-use planned development. The property owner is KL LB BUY 3 LLC. The property is located east of Hwy 377 and north of FM 428. The property is zoned as a Planned Development. This phase contains 50 and 60-foot single-family residential lots. The final plat was reviewed to evaluate compliance with the City of Aubrey's Subdivision Ordinance, Development Standards, and the Final Plat Checklist. The plat is in general compliance with the development agreement checklist and the subdivision ordinance. Items were identified that require revisions and a conditional approval is recommended to include the following conditions:

1. CHAPTER 10; ARTICLE 11, FINAL PLAT CHECKLIST — location, dimension, and purpose of all easements within or abutting the subdivision, and the recording information of all existing easements. Multiple easements shown on the face of the plat are missing recording information. The surveyor shall provide and label the recording information for all easements located within or abutting the subdivision.
2. CHAPTER 10; ARTICLE 11, FINAL PLAT CHECKLIST — The following is required for adjacent platted properties: subdivision name; lot, block, or tract numbers; recording information. Recording information is missing for multiple adjacent subdivisions. The surveyor shall label the recording information for each subdivision.
3. TBPELS, Section 138.33 (Sealing Procedures) – Surveyor's seal is required to assure the user of the surveying product that the work has been performed or directly supervised by the professional surveyor named and to delineate the surveyor's work.

The Planning and Zoning Commission recommended conditional approval of the Final Plat with the above-listed conditions at their February 12th meeting.

The City Council may:

- A. Approve the Final Plat,
 - B. Approve the Final Plat with conditions, or
 - C. Deny the Final Plat.
-

Financial Summary

NA

Staff Recommended Action

Approve with Conditions

Staff Recommended Motion

Motion to (approve, approve with conditions, or deny) the Final Plat.

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

PROFESSIONAL ENGINEERS

Texas Firm F526
11910 Greenville Ave., Suite 600

RPLS Firm No. 100318-00
Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

To: Mayor, City Council

From: Chase Crawford, RPLS

Date: 2/3/2026

Subject: Planning review of Highpointe Ranch East, Phase 2 – Final Plat

Applicant: Kimley-Horn and Associates, Inc.

Owners: KL LB Buy 3, LLC

Surveyor: Kimley-Horn and Associates, Inc.

Location: US 377, Aubrey, Tx. 76227, north of FM 428

Zoning: Planned Development Mixed Use

Future Land Use Plan: **Neighborhood Residential**

Date of Application: **01/16/2026**

Summary

The applicant has submitted a Final Plat for Highpointe Ranch East, Phase 2, consisting of 115 residential lots and one HOA lot. The plat encompasses approximately 31.687 acres within the Francisco Trevino Survey, Abstract No. 1243, located in the City of Aubrey, Denton County, Texas. The property is situated east of Highway 377, north of F.M. 428, and south of E. Blackjack Road.

Water and Sewer Service will be provided by the city of Aubrey.

The final plat was reviewed to evaluate compliance with the City of Aubrey's Subdivision Ordinance and the Final Plat Checklist. The plat is in general compliance with the subdivision ordinance and checklist. Items were identified that require revisions and a conditional approval is recommended to include the following conditions:

Analysis

A. Easement/Adjacent property recording information

Easements

Article 11 Appendix B, Final Plat Checklist - location, dimension, and purpose of all easements within or abutting the subdivision, and the recording information of all existing easements.

Action: Multiple easements shown on the face of the plat are missing recording information. The surveyor shall provide and label the recording information for all easements located within or abutting the subdivision.

Adjacent Properties

Article 11 Appendix B, Final Plat Checklist – The following is required for adjacent platted properties: subdivision name; lot, block, or tract numbers; recording information.

Action: Recording information is missing for multiple adjacent subdivisions. The surveyor shall label the recording information for each subdivision.

B. Surveyor's Certification

Seal/Signature

TBPELS, Section 138.33 (Sealing Procedures) – Surveyor's seal is required to assure the user of the surveying product that the work has been performed or directly supervised by the professional surveyor named and to delineate the surveyor's work.

Action: Upon approval of the Final Plat, the surveyor shall sign and seal the document prior to recordation.

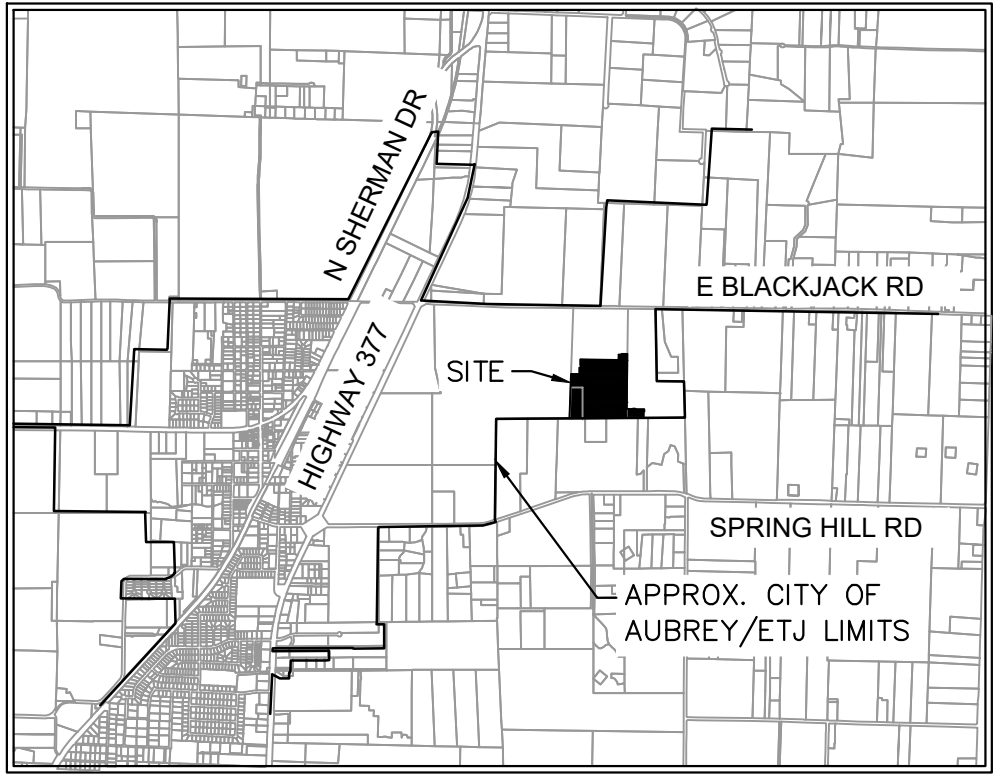
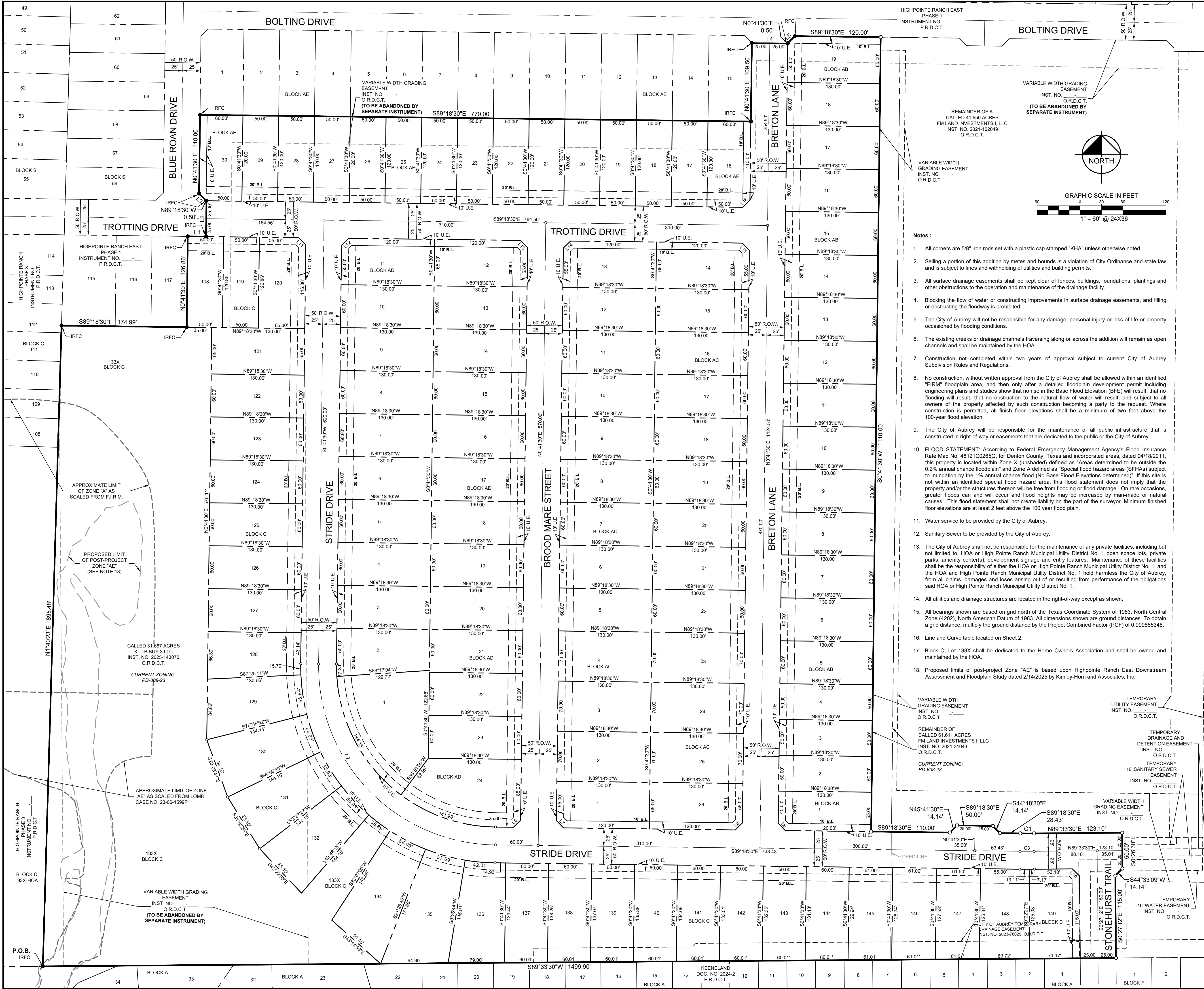
Summary of Required Revisions

The following items must be addressed prior to approval:

- Label recording information for all easements within or abutting the subdivision.
- Label recording information for each adjacent subdivision.
- Sign & Seal Final Plat prior to recordation.

Conclusion

The plat cannot be recommended for approval until all comments above have been addressed. Upon resubmittal, the revised plat will undergo an additional review to ensure full compliance with the City of Aubrey Subdivision Ordinance, and Final Plat Checklist.



VICINITY MAP
NTS

LEGEND

P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
IRFC	CAPPED IRON ROD W/ 5/8" CAP "KHA" FOUND
HOA	HOMEOWNERS ASSOCIATION
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.M.E.	WALL MAINTENANCE EASEMENT
M.F.F.E.	MINIMUM FINISHED FLOOR ELEVATION

LINE TYPE LEGEND

—————	BOUNDARY LINE
- - - - -	EASEMENT LINE
—————	PHASE LINE
—————	BUILDING LINE

- Notes :**
- All corners are 5/8" iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
 - Selling a portion of this addition by metes and bounds is a violation of City Ordinance and state law and is subject to fines and withholding of utilities and building permits.
 - All surface drainage easements shall be kept clear of fences, buildings, foundations, plantings and other obstructions to the operation and maintenance of the drainage facility.
 - Blocking the flow of water or constructing improvements in surface drainage easements, and filling or obstructing the floodway is prohibited.
 - The City of Aubrey will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding conditions.
 - The existing creeks or drainage channels traversing along or across the addition will remain as open channels and shall be maintained by the HOA.
 - Construction not completed within two years of approval subject to current City of Aubrey Subdivision Rules and Regulations.
 - No construction, without written approval from the City of Aubrey shall be allowed within an identified "FIRM" floodplain area, and then only after a detailed floodplain development permit including engineering plans and studies show that no rise in the Base Flood Elevation (BFE) will result; that no flooding will result, that no obstruction to the natural flow of water will result; and subject to all owners of the property affected by such construction becoming a party to the request. Where construction is permitted, all finish floor elevations shall be a minimum of two foot above the 100-year flood elevation.
 - The City of Aubrey will be responsible for the maintenance of all public infrastructure that is constructed in right-of-way or easements that are dedicated to the public or the City of Aubrey.
 - FLOOD STATEMENT:** According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48121C0265G, for Denton County, Texas and incorporated areas, dated 04/18/2011, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain" and Zone A defined as "Special flood hazard areas (SFHAs) subject to inundation by the 1% annual chance flood (No Base Flood Elevations determined)". If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor. Minimum finished floor elevations are at least 2 feet above the 100 year flood plain.
 - Water service to be provided by the City of Aubrey.
 - Sanitary Sewer to be provided by the City of Aubrey.
 - The City of Aubrey shall not be responsible for the maintenance of any private facilities, including but not limited to, HOA or High Pointe Ranch Municipal Utility District No. 1 open space lots, private parks, amenity center(s), development signage and entry features. Maintenance of these facilities shall be the responsibility of either the HOA or High Pointe Ranch Municipal Utility District No. 1, and the HOA and High Pointe Ranch Municipal Utility District No. 1 hold harmless the City of Aubrey, from all claims, damages and losses arising out of or resulting from performance of the obligations said HOA or High Pointe Ranch Municipal Utility District No. 1.
 - All utilities and drainage structures are located in the right-of-way except as shown.
 - All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999855348.
 - Line and Curve table located on Sheet 2.
 - Block C, Lot 133X shall be dedicated to the Home Owners Association and shall be owned and maintained by the HOA.
 - Proposed limits of post-project Zone "AE" is based upon Highpointe Ranch East Downstream Assessment and Floodplain Study dated 2/14/2025 by Kimley-Horn and Associates, Inc.

FINAL PLAT
HIGHPOINTE RANCH EAST PHASE 2
31.687 ACRES

BLOCK AB, LOTS 1-19, BLOCK AC, LOTS 1-26,
BLOCK AD, LOTS 1-24, BLOCK AE, LOTS 16-30,
BLOCK C, LOTS 118-132, 134-149 AND LOT 133X HOA

115 RESIDENTIAL LOTS
1 HOA LOT

F. TREVINO SURVEY, ABSTRACT NO. 1243
CITY OF AUBREY, DENTON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	GGL	KHA	01/13/2026	063451861	1 OF 2

OWNER:
KL LB BUY 3, LLC c/o KL Services LLC
6900 E. Camelback Road, Suite 800
Scottsdale, AZ 85251
Phone: 760-753-4110
Contact: Nathan Holt

SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact: Sylviana Gunawan, R.P.L.S.

APPLICANT:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact: Thomas L. Fletcher, P.E.

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS KL LB BUY 3 LLC, is the sole owner of a tract of land situated in the F. Trevino Survey, Abstract No. 1243, Denton County, Texas, and being all of a called 31.687-acre tract of land described in a deed to KL LB BUY 3 LLC, as recorded in Instrument No. 2025-143070 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" found for the southwest corner of said 31.687-acre tract, common to the southeast corner of Highpointe Ranch Phase 3, according to the plat thereof recorded in Instrument No. ____-____ of the Plat Records of Denton County, Texas, same being on the northerly line of Keeneland, according to the plat thereof recorded in Document No. 2024-2 of the Plat Records of Denton County, Texas;

THENCE North 01°40'23" East, departing the northerly line of said Keeneland, along the easterly line of said Highpointe Ranch Phase 3 and the westerly line of said 31.687-acre tract, a distance of 895.48 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the northwest corner of said 31.687-acre tract, common to the southwest corner of Highpointe Ranch East Phase 1, according to the plat thereof recorded in Instrument No. ____-____, said Plat Records;

THENCE departing the easterly line of said Highpointe Ranch Phase 3, along the southerly line of said Highpointe Ranch Phase 1 and the northerly line of said 31.687-acre tract, the following courses and distances:

- South 89°18'30" East, a distance of 174.99 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;
- North 00°41'30" East, a distance of 126.86 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;
- South 89°18'30" East, a distance of 25.50 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;
- North 00°41'32" East, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;
- North 89°18'30" West, a distance of 0.50 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;
- North 44°18'30" West, a distance of 14.14 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;
- North 00°41'30" East, a distance of 110.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;
- South 89°18'30" East, a distance of 770.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;
- North 00°41'30" East, a distance of 109.50 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;
- South 89°18'30" East, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;
- North 00°41'30" East, a distance of 0.50 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;
- North 45°41'30" East, a distance of 14.14 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;
- South 89°18'30" East, a distance of 120.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the northeast corner of said 31.687-acre tract;

THENCE departing said southerly line and along the easterly line of said 31.687-acre tract, the following courses and distances:

- South 00°41'30" West, a distance of 1,110.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;
- South 89°18'30" East, a distance of 110.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;
- North 45°41'30" East, a distance of 14.14 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;
- South 89°18'30" East, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;
- South 44°18'30" East, a distance of 14.14 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;
- South 89°18'30" East, a distance of 28.43 feet to a point at the beginning of a tangent curve to the left with a radius of 975.00 feet, a central angle of 01°08'01", and a chord bearing and distance of South 89°52'30" East, 19.29 feet;
- In an easterly direction, with said tangent curve to the left, an arc distance of 19.29 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;
- North 89°33'30" East, a distance of 123.10 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;
- South 00°26'30" East, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;
- South 44°33'09" West, a distance of 14.14 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;
- South 00°27'12" West, a distance of 115.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the southeast corner of said 31.687-acre tract, same being on the northerly line of said Keeneland;

THENCE South 89°33'30" West, along the southerly line of said 31.687-acre tract and the northerly line of said Keeneland, a distance of 1,499.90 feet to the POINT OF BEGINNING and containing 31.687 acres of land (1,380,292 square feet), more or less.

LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE		
LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.
BLOCK AB LOT 1	0.163	7,100	BLOCK AC LOT 7	0.179	7,800	BLOCK AD LOT 6	0.179	7,800	BLOCK AE LOT 22	0.138	6,000
BLOCK AB LOT 2	0.149	6,500	BLOCK AC LOT 8	0.179	7,800	BLOCK AD LOT 7	0.179	7,800	BLOCK AE LOT 23	0.138	6,000
BLOCK AB LOT 3	0.149	6,500	BLOCK AC LOT 9	0.179	7,800	BLOCK AD LOT 8	0.179	7,800	BLOCK AE LOT 24	0.138	6,000
BLOCK AB LOT 4	0.149	6,500	BLOCK AC LOT 10	0.179	7,800	BLOCK AD LOT 9	0.179	7,800	BLOCK AE LOT 25	0.138	6,000
BLOCK AB LOT 5	0.179	7,800	BLOCK AC LOT 11	0.179	7,800	BLOCK AD LOT 10	0.179	7,800	BLOCK AE LOT 26	0.138	6,000
BLOCK AB LOT 6	0.179	7,800	BLOCK AC LOT 12	0.179	7,800	BLOCK AD LOT 11	0.193	8,400	BLOCK AE LOT 27	0.138	6,000
BLOCK AB LOT 7	0.179	7,800	BLOCK AC LOT 13	0.193	8,400	BLOCK AD LOT 12	0.193	8,400	BLOCK AE LOT 28	0.138	6,000
BLOCK AB LOT 8	0.179	7,800	BLOCK AC LOT 14	0.193	8,400	BLOCK AD LOT 13	0.179	7,800	BLOCK AE LOT 29	0.138	6,000
BLOCK AB LOT 9	0.179	7,800	BLOCK AC LOT 15	0.179	7,800	BLOCK AD LOT 14	0.179	7,800	BLOCK AE LOT 30	0.164	7,150
BLOCK AB LOT 10	0.179	7,800	BLOCK AC LOT 16	0.179	7,800	BLOCK AD LOT 15	0.179	7,800	BLOCK C LOT 118	0.146	6,343
BLOCK AB LOT 11	0.179	7,800	BLOCK AC LOT 17	0.179	7,800	BLOCK AD LOT 16	0.179	7,800	BLOCK C LOT 119	0.146	6,343
BLOCK AB LOT 12	0.179	7,800	BLOCK AC LOT 18	0.179	7,800	BLOCK AD LOT 17	0.179	7,800	BLOCK C LOT 120	0.188	8,196
BLOCK AB LOT 13	0.179	7,800	BLOCK AC LOT 19	0.179	7,800	BLOCK AD LOT 18	0.179	7,800	BLOCK C LOT 121	0.194	8,450
BLOCK AB LOT 14	0.179	7,800	BLOCK AC LOT 20	0.179	7,800	BLOCK AD LOT 19	0.179	7,800	BLOCK C LOT 122	0.179	7,800
BLOCK AB LOT 15	0.179	7,800	BLOCK AC LOT 21	0.179	7,800	BLOCK AD LOT 20	0.179	7,800	BLOCK C LOT 123	0.179	7,800
BLOCK AB LOT 16	0.179	7,800	BLOCK AC LOT 22	0.179	7,800	BLOCK AD LOT 21	0.179	7,800	BLOCK C LOT 124	0.179	7,800
BLOCK AB LOT 17	0.179	7,800	BLOCK AC LOT 23	0.209	9,100	BLOCK AD LOT 22	0.179	7,800	BLOCK C LOT 125	0.179	7,800
BLOCK AB LOT 18	0.179	7,800	BLOCK AC LOT 24	0.209	9,100	BLOCK AD LOT 23	0.179	7,800	BLOCK C LOT 126	0.179	7,800
BLOCK AB LOT 19	0.193	8,400	BLOCK AC LOT 25	0.209	9,100	BLOCK AD LOT 24	0.300	13,074	BLOCK C LOT 127	0.179	7,800
BLOCK AC LOT 1	0.193	8,400	BLOCK AC LOT 26	0.193	8,400	BLOCK AE LOT 16	0.164	7,150	BLOCK C LOT 128	0.187	8,138
BLOCK AC LOT 2	0.209	9,100	BLOCK AC LOT 1	0.368	16,012	BLOCK AE LOT 17	0.138	6,000	BLOCK C LOT 129	0.218	9,483
BLOCK AC LOT 3	0.209	9,100	BLOCK AC LOT 2	0.186	8,099	BLOCK AE LOT 18	0.138	6,000	BLOCK C LOT 130	0.231	10,052
BLOCK AC LOT 4	0.209	9,100	BLOCK AC LOT 3	0.179	7,800	BLOCK AE LOT 19	0.179	7,800	BLOCK C LOT 131	0.231	10,053
BLOCK AC LOT 5	0.179	7,800	BLOCK AC LOT 4	0.179	7,800	BLOCK AE LOT 20	0.138	6,000	BLOCK C LOT 132	0.231	10,053
BLOCK AC LOT 6	0.179	7,800	BLOCK AC LOT 5	0.179	7,800	BLOCK AE LOT 21	0.138	6,000	BLOCK C LOT 133X	5.321	231,801

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK C LOT 134	0.263	11,459
BLOCK C LOT 135	0.267	11,632
BLOCK C LOT 136	0.220	9,590
BLOCK C LOT 137	0.191	8,331
BLOCK C LOT 138	0.190	8,260
BLOCK C LOT 139	0.188	8,188
BLOCK C LOT 140	0.186	8,117
BLOCK C LOT 141	0.185	8,046
BLOCK C LOT 142	0.183	7,975
BLOCK C LOT 143	0.181	7,903
BLOCK C LOT 144	0.180	7,832
BLOCK C LOT 145	0.181	7,890
BLOCK C LOT 146	0.179	7,816
BLOCK C LOT 147	0.179	7,806
BLOCK C LOT 148	0.199	8,657
BLOCK C LOT 149	0.202	8,791
OVERALL	31.687	1,380,292
ROW	5.386	234,601

NO.	BEARING	LENGTH
L1	S89°18'30"E	25.50'
L2	N00°41'32"E	50.00'
L3	N44°18'30"W	14.14'
L4	S89°18'30"E	50.00'
L5	N45°41'30"E	14.14'
L6	N45°41'30"E	14.14'
L7	S44°18'30"E	14.14'
L8	N45°41'30"E	14.14'
L9	S44°18'30"E	14.14'
L10	N45°26'51"W	14.14'
L11	N44°18'30"W	14.14'
L12	S45°41'30"W	14.14'
L13	N44°18'30"W	14.14'
L14	S45°41'30"W	14.14'
L15	N44°18'30"W	14.14'
L16	N45°41'30"E	14.14'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	1°08'01"	975.00'	19.29'	S89°52'30"E	19.29'
C2	90°00'00"	250.00'	392.70'	S44°18'30"E	353.55'
C3	1°08'01"	1000.00'	19.78'	S89°52'30"E	19.78'

OWNER'S CERTIFICATIONS

STATE OF TEXAS §

COUNTY OF DENTON §

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT KL LB BUY 3 LLC, acting herein by and through their duly authorized officers, do hereby adopt this plat designating the hereinabove described property as **HIGHPOINTE RANCH EAST PHASE 2**, an addition to the City of Aubrey, Texas, and do hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Aubrey's use thereof. The City of Aubrey and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Aubrey and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

Witness this _____ day of _____, 20____.

BY: **KL LB BUY 3, LLC**, a Delaware limited liability company

BY: _____
Name: Edward "Ed" Hadley
Title: Authorized Signatory

STATE OF ARIZONA §

COUNTY OF MARICOPA §

On this _____ day of _____, 2025, before me personally appeared _____ (name of signer), whom I know personally, and acknowledged that he/she executed the same.

Notary Public, State of Arizona

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Sylviana Gunawan, do hereby certify that a survey was made on the ground of the property described hereon under my personal supervision and the iron rods were placed in accordance with the subdivision rules and regulations of the City of Aubrey, Texas.

Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone 972-335-3580

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Sylviana Gunawan, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

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

Notary Public, State of Texas

CERTIFICATE OF FINAL PLAT APPROVAL

This Final Plat was reviewed and approved by the City Council of the City of Aubrey, Texas the _____ day of _____, 20____.

CHRIS RICH, MAYOR
CITY OF AUBREY, TEXAS

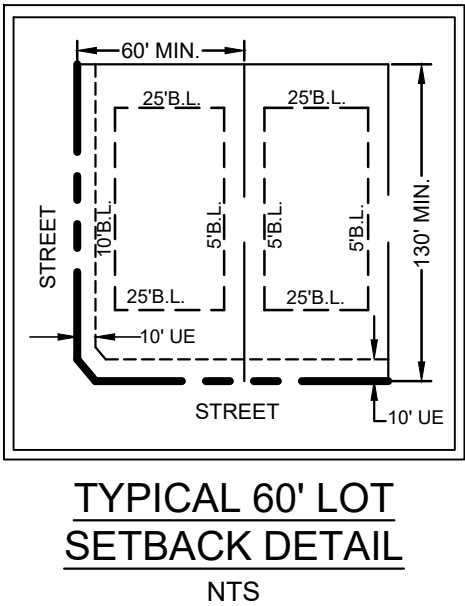
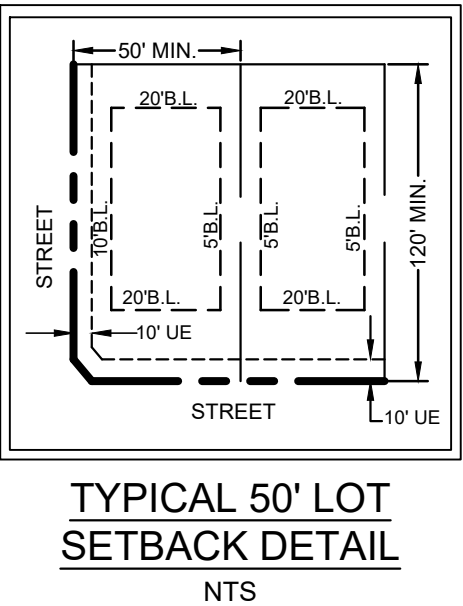
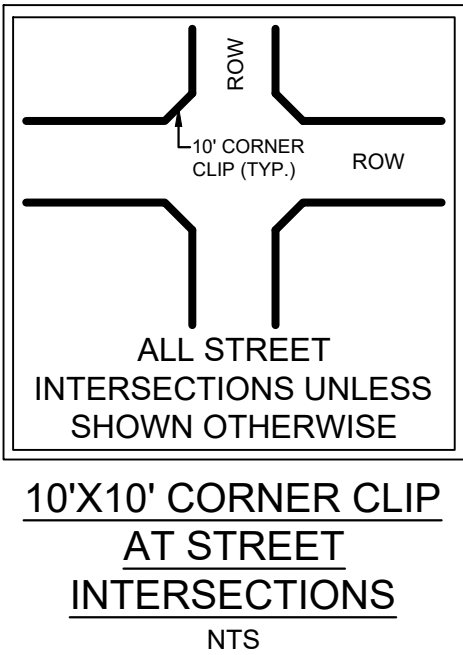
FINAL PLAT
HIGHPOINTE RANCH EAST PHASE 2
31.687 ACRES

BLOCK AB, LOTS 1-19, BLOCK AC, LOTS 1-26,
BLOCK AD, LOTS 1-24, BLOCK AE, LOTS 16-30,
BLOCK C, LOTS 118-132, 134-149 AND LOT 133X HOA

115 RESIDENTIAL LOTS
1 HOA LOT

F. TREVINO SURVEY, ABSTRACT NO. 1243
CITY OF AUBREY, DENTON COUNTY, TEXAS

Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, Texas 75034 FIRM # 10193822 Tel. No. (972) 335-3580 Fax No. (972) 335-3779					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	GGL	KHA	01/13/2026	063451861	2 OF 2
OWNER: KL LB BUY 3, LLC c/o KL Services LLC 6900 E. Camelback Road, Suite 800 Scottsdale, AZ 85251 Phone: 766-755-8110 Contact: Nathan Holt					
SURVEYOR: Kimley-Horn and Associates, Inc. 6160 Warren Pkwy., Suite 210 Frisco, Texas 75034 Phone: 972-335-3580 Contact : Sylviana Gunawan, R.P.L.S.					
APPLICANT: Kimley-Horn and Associates, Inc. 6160 Warren Pkwy., Suite 210 Frisco, Texas 75034 Phone: 972-335-3580 Contact : Thomas L. Fletcher, P.E.					





**City Council Meeting
Staff Report
February 26, 2026**

Agenda Item

Consideration and action regarding a contract with WHP Training Towers for the construction of a fire training tower in an amount not to exceed \$1,281,170.70, using funds from the 2025 Bond; and authorizing the City Manager to execute necessary documents.

Staff Contact

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

Summary

This item if approved would allow for the construction of fire training tower by WHP Training Towers.

This item was previously discussed and funded by the 2025 Bond. We have acquired land and are now ready to move forward with construction.

The tower will be a 4 story tower with a 2 story apartment simulator and a 1 story burn room. There are a total of 2 burn rooms, a working attic and 3 different working roofs. The cost covers turn-key construction including site prep and concrete for the tower. This training tower will meet the needs of our department, the fire program at Aubrey ISD and serve as a regional training asset.

Financial Summary

The cost of the tower is \$1,281,170.70 and is being priced through a Sourcewell contract. Sufficient funds for this purchase are included in 2025 Bond and through donations totaling approximately \$300,000.

Staff Recommended Action

Approve

Staff Recommended Motion

I move to (approve, deny, table) the purchase and construction of a fire training tower from WHP Training Towers, in an amount not to exceed \$1,281,170.70.

January 30th, 2026
Eric Schlotter – Fire Chief
Aubrey Fire Department
200 Sycamore St.
Aubrey, TX. 76227
eschlotter@aubreytx.gov

Ref Number: Q-AFD26a

Dear Chief Schlotter,

We are pleased to provide you with the following proposal utilizing our Sourcewell contract number 011822-JHK and the City of Aubrey's Sourcewell contract number 190645 for a **CUSTOM 4th ALARM FOUR-STORY** WHP training simulator. The simulator would consist of a structure that would approximate the following:

1. Section A will be a **Four-Story Tower** approximately 21'-11" W x 11'-8" L x 44'-0" H (to top of parapet).
 - a. Four (4) interior floors (2nd, 3rd, 4th.)
 - b. One (1) flat roof with parapet roof guard system
 - c. Two (2) 3'-0" chain gates
 - d. Four (4) rappelling anchors on the roof
 - e. One (1) 2'-6" x 3'-0" Bilco roof hatch with One (1) vertical ladder from 4th floor to hatch
 - f. One (1) four-story interior stair with welded stair railing
 - g. Two (2) 3' x 7' plate steel doors and hardware
 - h. Three (3) 3' x 4' windows with latching shutters
 - i. One (1) 4-story galvanized standpipe with 2-head run
 - j. One (1) 11'-1" x 21'-11" x 10' single sloped tower shade canopy
2. Section B will be a **Two-Story Residential/Industrial** section approximately 21'-11" W x 35'-0" L x 24'-0" H (to eave).
 - a. One (1) split parapet /gabled roof, 5/12 and 9/12 un-equal pitch with perimeter welded guardrail and Two (2) 6'-0" chain gates
 - b. Two (2) chopouts on gabled roof – one (1) 96" x 48" and one (1) 48" x 48"
 - c. Two (2) 3'-0" chain gates - one on each face of the parapet
 - d. One (1) attic space provided between the gabled roof and the second floor
 - e. Two (2) 3' x 3' windows with latching shutters – 1 each at exterior ends of gabled roof
 - f. One (1) two-story interior stair with welded railing
 - g. Three (3) 3' x 7' plate steel doors and hardware
 - h. Two (2) 3' x 7' burn room plate steel doors and hardware
 - i. Six (6) 3' x 4' windows with latching shutters
 - j. One (1) 6' x 4' double window with latching shutters
 - k. One (1) 3' x 4' burn room window with latching shutter
 - l. Two (2) over-window anchors with bailout props
 - m. One (1) 4' x 38'-7" cantilevered balcony with stair - C-Side
 - n. One (1) 12' x 12' burn room protected with Padgenite InterlockTM liner system (1st)
 - o. One (1) 49" x 49" pallet style burn crib
3. Section C will be a **One-Story Annex** approximately 21'-11" W x 14'-6" L x 10'-0" H.
 - a. One (1) flat roof with parapet guard system
 - b. Two (2) 3' x 7' burn room plate steel doors and hardware
 - c. Two (2) 3' x 4' burn room windows with latching shutters
 - d. Entire room protected with Padgenite InterlockTM liner system
 - e. One (1) temperature monitoring system
 - f. One (1) 49" x 49" pallet style burn crib

The below pricing includes prevailing wages for Denton County TX20260243 01/02/2026

ITEM	MSRP	Sourcewell
Materials are	\$569,617.00	\$512,655.30
Freight is	\$63,208.00	\$60,047.60
Labor is	\$288,044.00	\$273,641.80
Tariff impact fee	\$99,826.00	\$99,826.00
Concrete subcontract	\$335,000.00	\$335,000.00
TOTAL	\$1,355,695.00	\$1,281,170.70

****Pricing includes foundation design****

All pricing is in US Dollars and is valid for 30 days. It is the policy of WHP Training Towers™ to provide a reasonable cost estimate for your budgeting purposes. It is not uncommon in the construction industry to offer cost estimates that are for low end or stripped down structures. WHP believes the cost estimate should reflect a training simulator that meets OSHA safety requirements, is of the highest quality, and will meet the expectations of the customer.

Schedule: We would require 2-4 weeks to prepare conceptual drawings after award of the contract or purchase order and 18-20 weeks for delivery after receipt of approved drawings. If the foundation is in place the erection would be complete approximately 10-12 weeks after delivery of building. Some optional items such as brick exteriors will require more time to complete erection.

Design Criteria: Pricing is based on the following structural design criteria per IBC 2021:

1. *Live Loads-* (a) Roof: 100 psf (b) Floor: 100 psf (c) Attic: 100 psf
2. *Wind Loads-* (a) Speed: 115 mph (b) Exposure: C
3. *Seismic Loads-* (a) Coefficient S_s [max]: 55 (b) Coefficient S₁ [max]: 13
4. *Soil Capacity-* Minimum 1500 lbs/sq.ft.

*Requirements exceeding these loads may result in additional costs.

Exclusions: We exclude from our proposal: bonds, taxes, permits, special insurance requirements if any, field painting of exterior handrails and stairs, mechanical, electrical, fire protection systems, gas fired simulators, winter conditions, initial burn-in procedure, site work, site plan, plan review, excavation, engineering layout and general condition items and any other miscellaneous fees.

Terms: For materials a deposit of 25% on the building package is due on receipt of order (signing of contract). Balance of payment on materials due on delivery to site. No retention on materials. Labor will be billed monthly. Invoices not in dispute over 30 days will be assessed 1.5% per month on balances in excess of 30 days. Financing is available through lease purchase programs. Prevailing wage rates or rate increases, if any, will be applied to the labor cost to erect the simulator.

The parties (WHP Training Towers and Customer as indicated on this Proposal) agree that supply chain issues, beyond our control, may impact both the timing of performance of the Work and costs of the Work. Performance will be excused, and the parties will not be liable for any failure to perform under this Agreement, when we are unable, despite reasonable and diligent efforts to do so, to obtain raw materials or equipment or supplies on commercially reasonable terms. The price for the Work in this Proposal is based on current materials or supply prices, but the market for the materials and equipment is currently considered to be volatile, and sudden price increases could occur which arise from tariffs or otherwise. As such, should there be an increase in the prices of

specified materials that are purchased *after execution of contract* for use in this Project, the Customer agrees to pay that cost increase to WHP Training Towers.

We hope you find the proposal acceptable. If we can provide you with further information, please feel free to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Krautter", is written over a horizontal line.

Jason Krautter
WHP Trainingtowers™

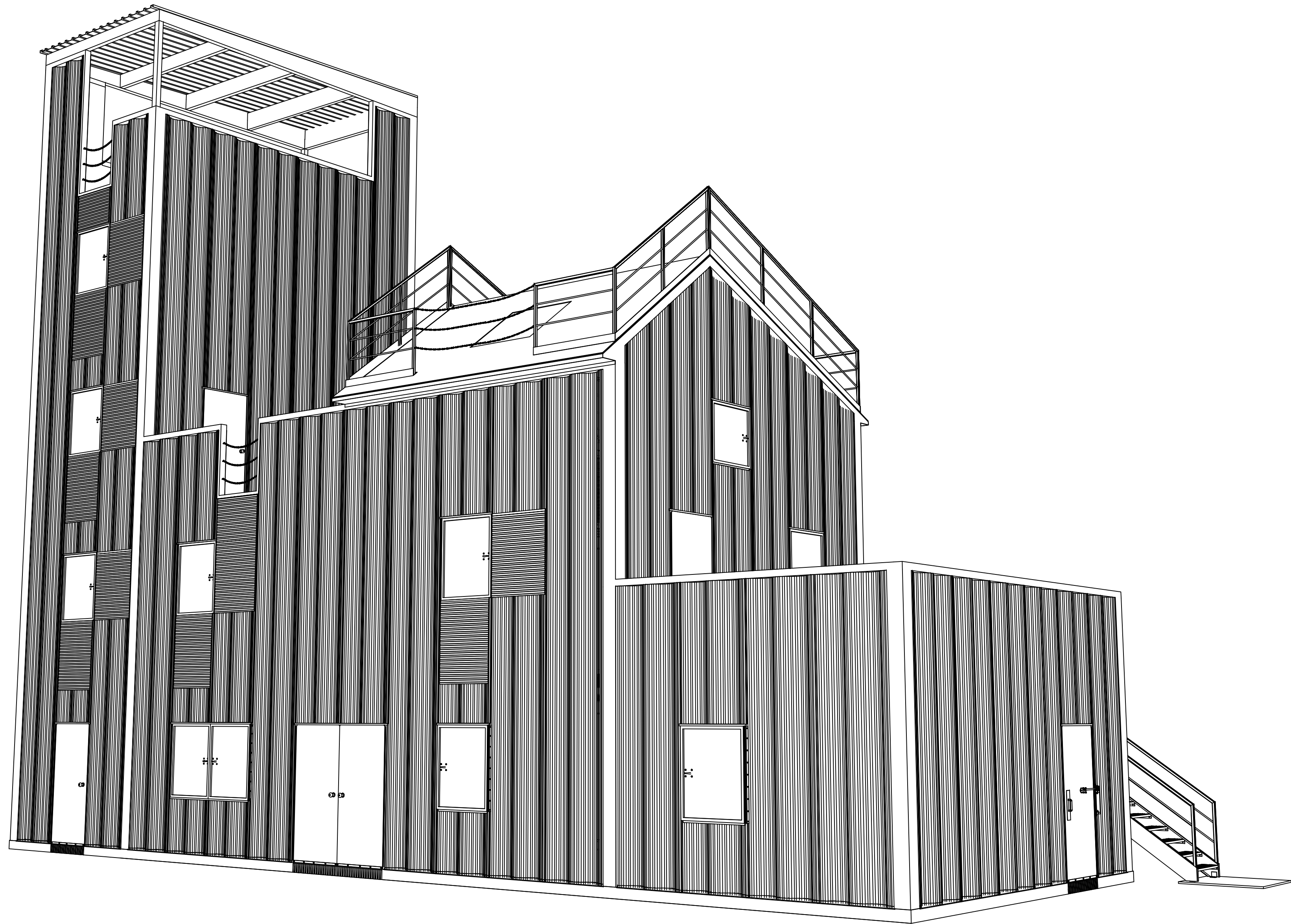
Approval

Print Name _____

Signature _____

Date _____

Tax Exempt Number _____



CUSTOM FOURTH ALARM - FOUR STORY
AUBREY FIRE DEPARTMENT

GENERAL NOTES

- 1) THIS INFORMATION CONFORMS TO ALL APPLICABLE STANDARDS FOR FIRE TRAINING SIMULATORS AT THE TIME OF PREPARATION.
- 2) THE ERECTION CONTRACTOR ASSUMES RESPONSIBILITY FOR ALL MATERIALS, AT THE TIME OF DELIVERY. THIS CONTRACTOR IS ALSO RESPONSIBLE TO ACCOUNT FOR ALL MATERIAL, AT TIME OF DELIVERY. IF THERE IS A DISCREPANCY IN THE MATERIAL DELIVERED, CONTACT WHP TRAININGTOWERS IMMEDIATELY IN ORDER TO MAKE PROPER ARRANGEMENTS TO PROVIDE THE NECESSARY MATERIAL.
- 3) THIS SET OF DRAWINGS IS INTENDED AS A CONCEPTUAL SET, PROVIDED FOR SECONDARY REFERENCE ONLY. REFER TO BEHLEN INDUSTRIES CONSTRUCTION DRAWINGS AND THE MISCELLANEOUS METALS DRAWINGS AS PRIMARY REFERENCE FOR EXACT MATERIAL DIMENSIONS, ERECTION, AND PROCEDURES.
- 4) THESE DRAWINGS, SPECIFICATIONS, IDEAS, DESIGNS, AND ARRANGEMENTS ARE AND SHALL REMAIN THE PROPERTY OF WHP TRAININGTOWERS AND NO PART THERE OF SHALL BE COPIED, REPRODUCED, OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY HAVE BEEN PREPARED WITHOUT WRITTEN CONSENT FROM WHP TRAININGTOWERS.
- 5) WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. INSTALLING CONTRACTORS OR OWNERS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND WHP TRAININGTOWERS SHALL BE NOTIFIED IMMEDIATELY OF ANY VARIATIONS OR DISCREPANCIES FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. ANY FIELD CHANGES OR MODIFICATIONS TO EITHER THE STRUCTURE OR ADDITIVE COMPONENTS MUST BE REPORTED AND APPROVED BY WHP TRAININGTOWERS PRIOR TO PERFORMING ANY WORK.
- 6) MISCELLANEOUS FIELD CUTTING AND FITTING OF BOTH STRUCTURAL AS WELL AS LIGHT GAUGE FRAMING COMPONENTS WILL BE NECESSARY TO BE ABLE TO PERFORM THE INSTALLATION PROCEDURES REQUIRED AND WILL BE CONSIDERED AS A STANDARD CONDITION AND REQUIREMENT FOR ERECTION OF THIS LIVE FIRE TRAINING SIMULATOR AND ITS COMPONENTS.
- 7) DOORS SHALL BE PAINTED 11 GA STEEL REINFORCED WITH STEEL CHANNEL. EACH EXTERIOR NON-BURN ROOM DOOR SHALL BE PROVIDED WITH (1) HEAVY-DUTY STAINLESS STEEL CONTINUOUS HINGE AND (1) COMMERCIAL GRADE KEYED LOCKSET. EACH INTERIOR NON-BURN ROOM DOOR SHALL BE PROVIDED WITH (1) HEAVY-DUTY STAINLESS STEEL CONTINUOUS HINGE AND (1) COMMERCIAL GRADE PASSAGE SET. EACH BURN ROOM DOOR SHALL BE PROVIDED WITH (1) HEAVY-DUTY STAINLESS STEEL CONTINUOUS HINGE, (1) SPRING-TYPE CLOSING DEVICE, (1) DOOR PULL, (1) ROLLER CATCH, AND (1) HASP FOR USE IN SECURING THE BUILDING WHEN NOT IN USE. ANY DOUBLE DOORS SHALL BE PROVIDED WITH (1) METAL ASTRIGAL, (1) INACTIVE LEAF, AND (1) CANE BOLT. DOOR HINGES SHALL BE MOUNTED TO STUDS A MINIMUM OF 4"X 12 GA. ALL FRAMED DOOR OPENINGS THAT DO NOT SIT ON THE CONCRETE STEM WALL SHALL EXTEND 6" FROM THE BOTTOM OF DOOR SLAB TO PROVIDE A 6" OPENING UNDER THE DOOR. ALL DOORS SHALL HAVE (1) HIGH-TEMP DOOR SWEEP INSTALLED ON THE OUTSWING SIDE OF THE DOOR TO COVER THE 6" OPENING. THE DOOR SWEEP SHALL DRAG AGAINST THE FINISHED FLOOR LEVEL.
- 8) WINDOW CLOSURES SHALL BE PAINTED 12 GA HOT-DIPPED GALVANIZED SINGLE LEAVES WITH A 1" DEEP PAN FRAME DESIGN. EACH NON-BURN ROOM CLOSURE ACCESSIBLE FROM THE GROUND SHALL BE PROVIDED WITH (1) STAINLESS STEEL CONTINUOUS HINGE, (1) SLAM LATCH, (1) KEYED LEVER ON THE EXTERIOR SIDE OF THE CLOSURE, (1) PASSAGE LEVER ON THE INTERIOR SIDE OF THE CLOSURE, AND (1) HOLD-OPEN DEVICE. EACH NON-BURN ROOM CLOSURE NOT ACCESSIBLE FROM THE GROUND SHALL BE PROVIDED WITH (1) STAINLESS STEEL CONTINUOUS HINGE, (1) SLAM LATCH, (1) PASSAGE LEVER ON THE EXTERIOR SIDE OF THE CLOSURE, (1) PASSAGE LEVER ON THE INTERIOR SIDE OF THE CLOSURE, AND (1) HOLD-OPEN DEVICE. EACH BURN ROOM CLOSURE SHALL BE PROVIDED WITH ONE OF THE ABOVE HARDWARE SETS AND SHALL INCLUDE (3) "PADGENITE" MOUNTING CHANNELS WELDED ON THE INTERIOR SIDE OF THE CLOSURE. ALL CLOSURES SHALL BE INSTALLED WITH EQUAL SPACING BETWEEN THE FRAMED OPENING AND THE CLOSURE PAN. ALL SILL ELEVATIONS SHALL BE 42" ABOVE FINISHED FLOOR ELEVATION.
- 9) FLOOR DECKS ABOVE GRADE SHALL BE CONCRETE OVER GALVANIZED 1.5" "C" DECK FASTENED DIRECTLY TO LEVEL FLOOR JOISTS PER THE BEHLEN INDUSTRIES CONSTRUCTION DRAWINGS. ALL FLOOR DECKS SHALL REQUIRE FIELD CUTTING AND FITTING AS REQUIRED TO ACCOMMODATE THE BUILDING CONFIGURATION. CONCRETE FILL SHALL BE PROVIDED OVER THE "C" DECK WITH MINIMUM 4" DEPTH AT THE EXTERIOR WALLS. CONCRETE SHALL BE A SMALL AGGREGATE CONCRETE WITH FIBER MESH REINFORCING. CONCRETE SHALL BE PITCHED TO EXTERIOR WALLS AND/OR DRAINS. FINISH SHALL BE A SLIP RESISTANT FINISH. (CONCRETE FILL BY OTHERS)
- 10) ALL CORRUGATED WALL PANELS ARE TO BE PREFINISHED IN ONE OF 9 STANDARD COLORS. COMPOUND CORRUGATED WALL PANELS ARE 3'-5" WIDE AND 4 1/4" DEEP. COMPOUND CORRUGATED ROOF PANELS ARE TO BE GALVANIZED 3'-5" WIDE AND 7 1/4" DEEP. ALL WALL AND ROOF PANELS ARE TO BE BOLTED AT 6' O.C. INCREMENTS UTILIZING 3/8" DIAMETER BOLT FASTENERS PROVIDED IN A COLOR TO MATCH THE WALL OR ROOF PANEL COLOR.
- 11) ALL INTERIOR WALL PARTITIONS SHALL BE CONSTRUCTED OF 4" X 18 GA GALVANIZED METAL STUDS AT 24" O.C. AND 4-1/8" X 18 GA GALVANIZED METAL TRACK. STUDS AT DOOR JAMB HINGES SHALL BE 4"X 12 GA. ALL SIDES OF INTERIOR PARTITIONS NOT RECEIVING BURN ROOM PANELS SHALL RECEIVE 18 GA GALVANIZED SHEETING FASTENED WITH #8 X 5/8" LOW PROFILE TEK SCREWS AT 12" O.C.

DESIGN LOADS

ROOF LOAD -- 100 PSF
FLOOR LOAD -- 100 PSF
ATTIC LOAD -- 100 PSF
WIND LOAD --- MPH
WIND EXPOSURE ---

WINDOW SHUTTER HARDWARE PACKAGES							
MARK #	DESCRIPTION	ROUGH OPENING	SHUTTER LEAF	LOCKING HANDLE KIT	NON-LOCKING HANDLE KIT	HOLD OPEN	THERMAL LINING CHANNELS
W1	LOCKING WINDOW SHUTTER	38"x49"	1	1		1	
W2	LOCKING BURN ROOM SHUTTER	38"x49"	1	1		1	1
W3	LOCKING ATTIC SHUTTER	38"x37"	1	1		1	
W4	NON-LOCKING WINDOW SHUTTER	38"x49"			1	1	
W5	NON-LOCKING BURN ROOM SHUTTER	38"x49"	1		1	1	1
W6	NON-LOCKING ATTIC SHUTTER	38"x37"	1		1	1	

DOOR HARDWARE PACKAGES														
MARK #	DESCRIPTION	ROUGH OPENING	DOOR LEAF	INACTIVE LEAF	STAINLESS STEEL HINGE	DOOR SWEEP	DOOR SWEEP MOUNT KIT	DOOR PLATE	LOCKING KNOB SET	PASSING KNOB SET	BURN DOOR KIT	SLIDE LATCH	BARREL BOLT	CANE BOLT
D1	EXTERIOR SINGLE PLATE DOOR	38"x91"	1		1	1	1	1	1					
D2	EXTERIOR SINGLE BURN ROOM DOOR	38"x91"	1		1	1	1				1	1		
D3	EXTERIOR DOUBLE PLATE DOOR	79"x91"	1	1	2	2	2	1	1			1	1	1
D4	EXTERIOR DOUBLE BURN ROOM DOOR	79"x91"	1	1	2	2	2				1	1	1	1
D5	INTERIOR SINGLE PLATE DOOR	38"x91"	1		1	1	1	1		1				
D6	INTERIOR SINGLE BURN ROOM DOOR	38"x91"	1		1	1	1				1	1		
D7	INTERIOR DOUBLE PLATE DOOR	79"x91"	1	1	2	2	2	1		1			1	1
D8	INTERIOR DOUBLE BURN ROOM DOOR	79"x91"	1	1	2	2	2				1	1	1	1



A DIV. OF

JAHKEZ AND SONS CONSTRUCTION, INC.

519 DUCK RD

GRANDVIEW, MO 64030

TEL: 913-385-3663

info@trainingtowers.com

TOLL FREE 1-800-351-2525

www.trainingtowers.com

CUSTOM 4TH ALARM - FOUR STORY
FIRE TRAINING SIMULATOR

AUBREY FIRE DEPARTMENT TRAINING SIMULATOR

THIS INFORMATION CONFORMS TO ALL APPLICABLE STANDARDS FOR FIRE TRAINING SIMULATORS AT THE TIME OF PREPARATION.

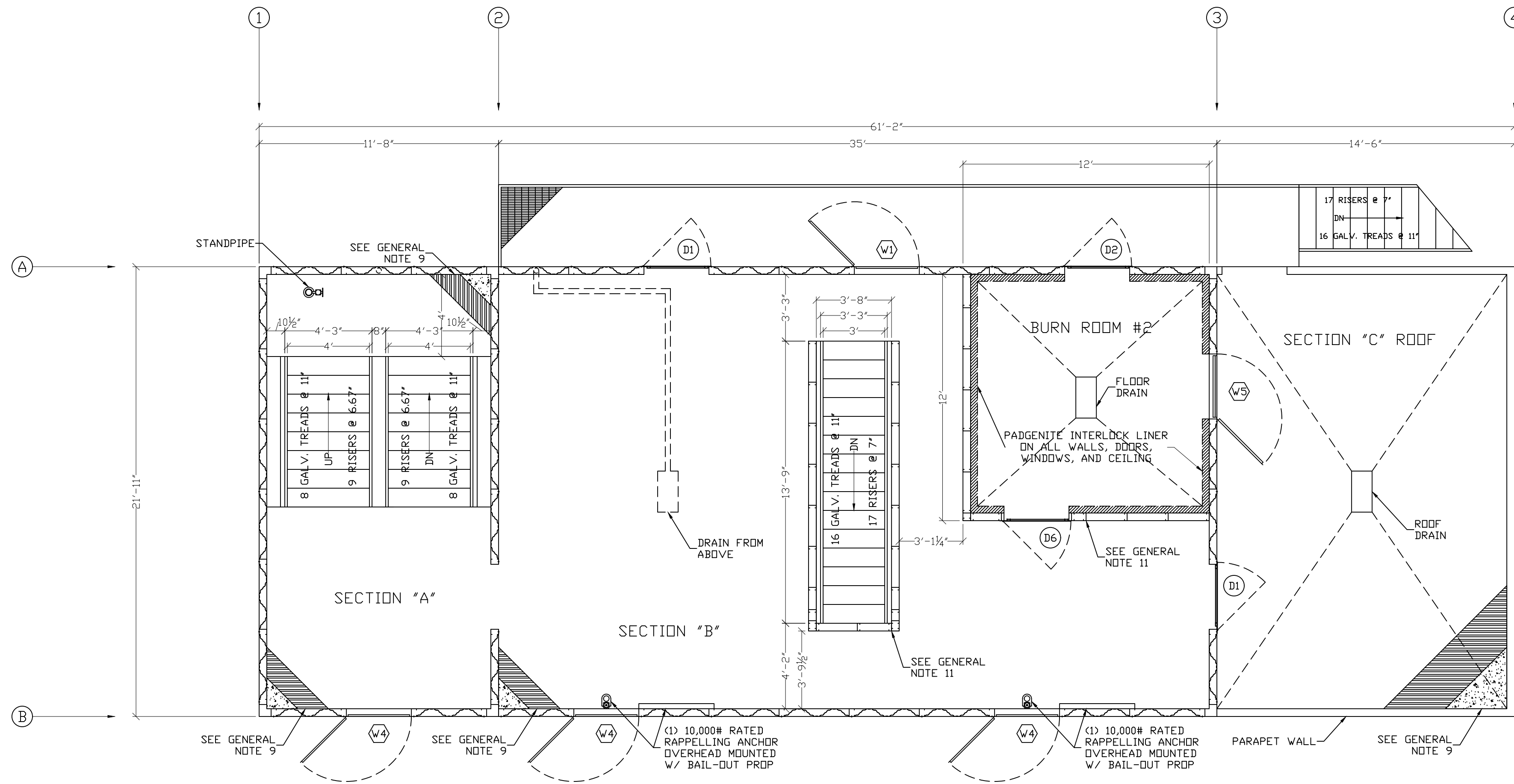
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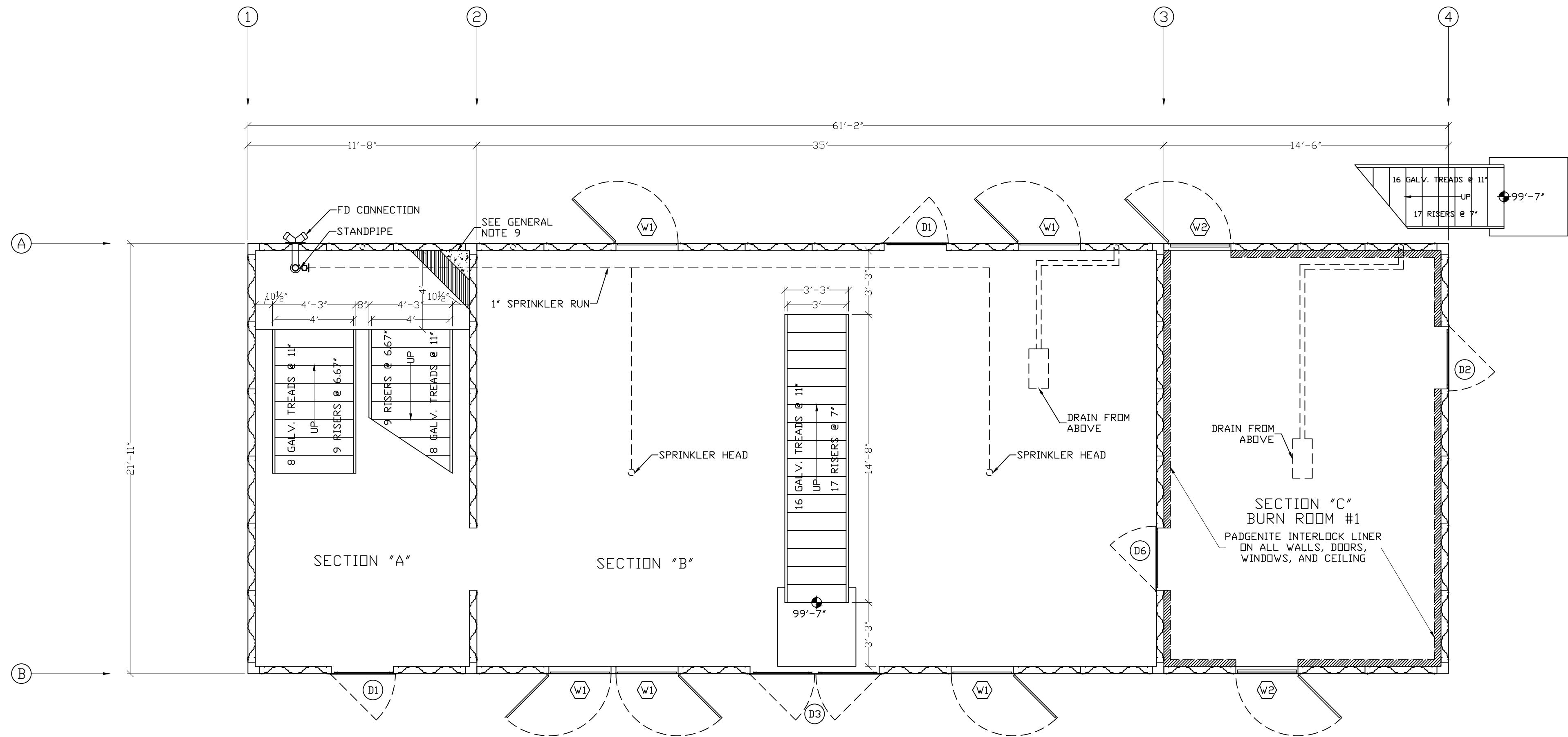
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PROJECT NUMBER:	00-W-000	REVISION DATE:	1
PROJECT DIRECTOR:	JCM	2	
DRAWN BY:	JK	3	
REVIEWED BY:			
PRINT DATE:	01-30-26	4	

COVER PAGE



TOWER AND RESIDENTIAL 2ND FLOOR PLAN AND ANNEX ROOF PLAN
SCALE: 1/4" = 1'-0"



TOWER, RESIDENTIAL, AND ANNEX 1ST FLOOR PLAN
SCALE: 1/4" = 1'-0"



A DIV. OF JAHKE AND SONS CONSTRUCTION, INC.
519 DUCK RD GRANDVIEW, MO 64030
TEL. 913-385-3663 info@trainingtowers.com
TOLL FREE 1-800-351-2525 www.trainingtowers.com

CUSTOM 4TH ALARM - FOUR STORY FIRE TRAINING SIMULATOR

AUBREY FIRE DEPARTMENT TRAINING SIMULATOR

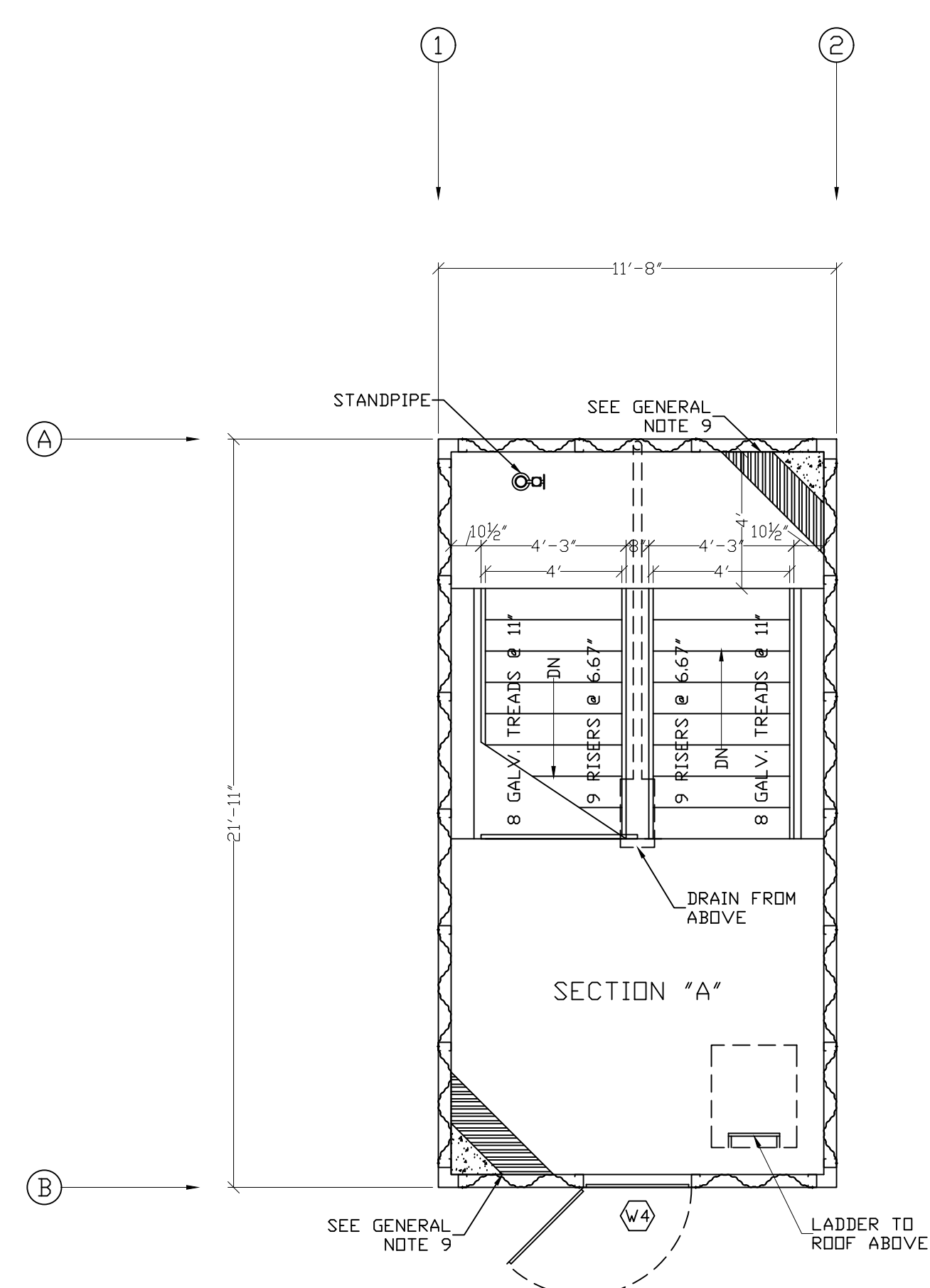
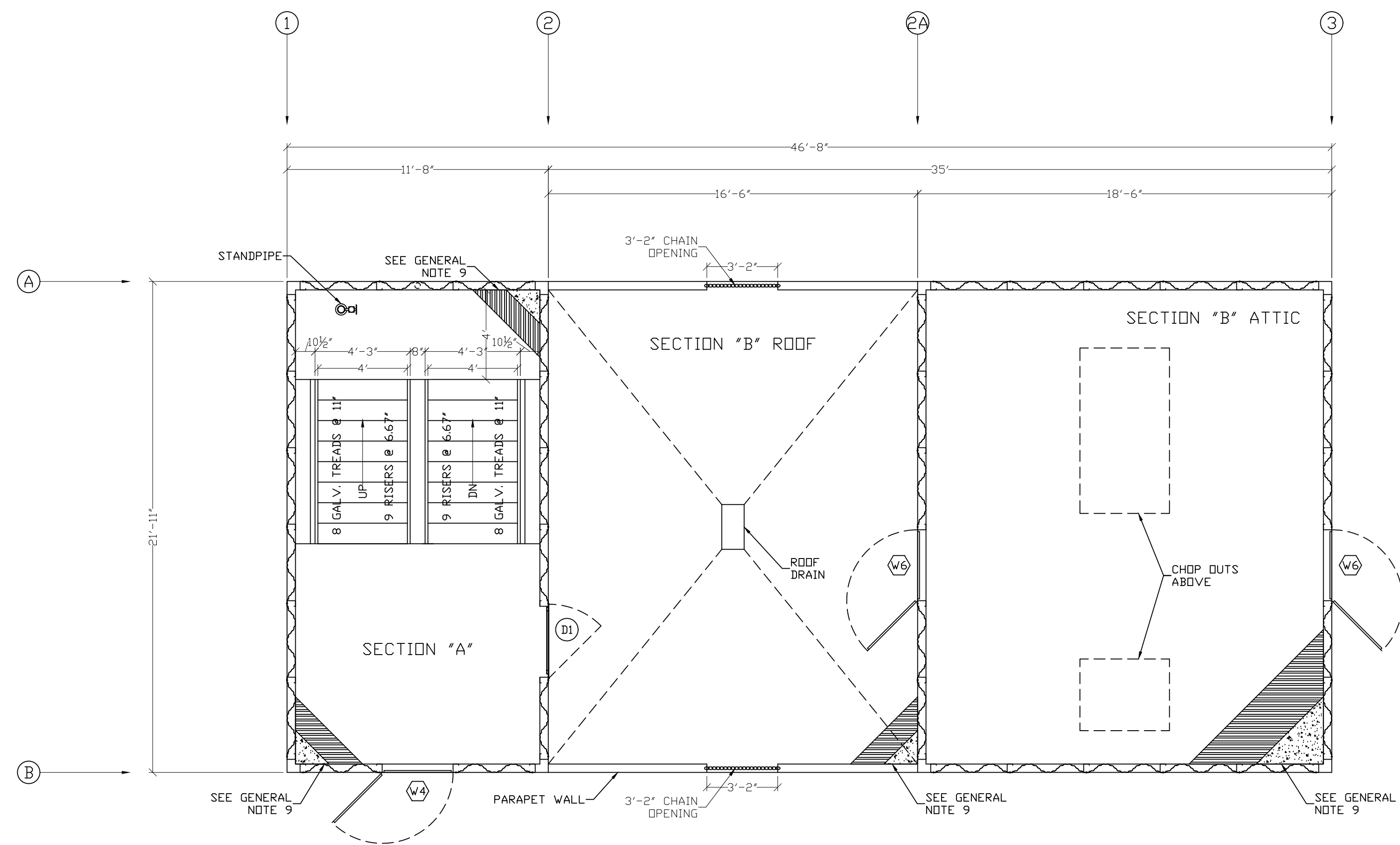
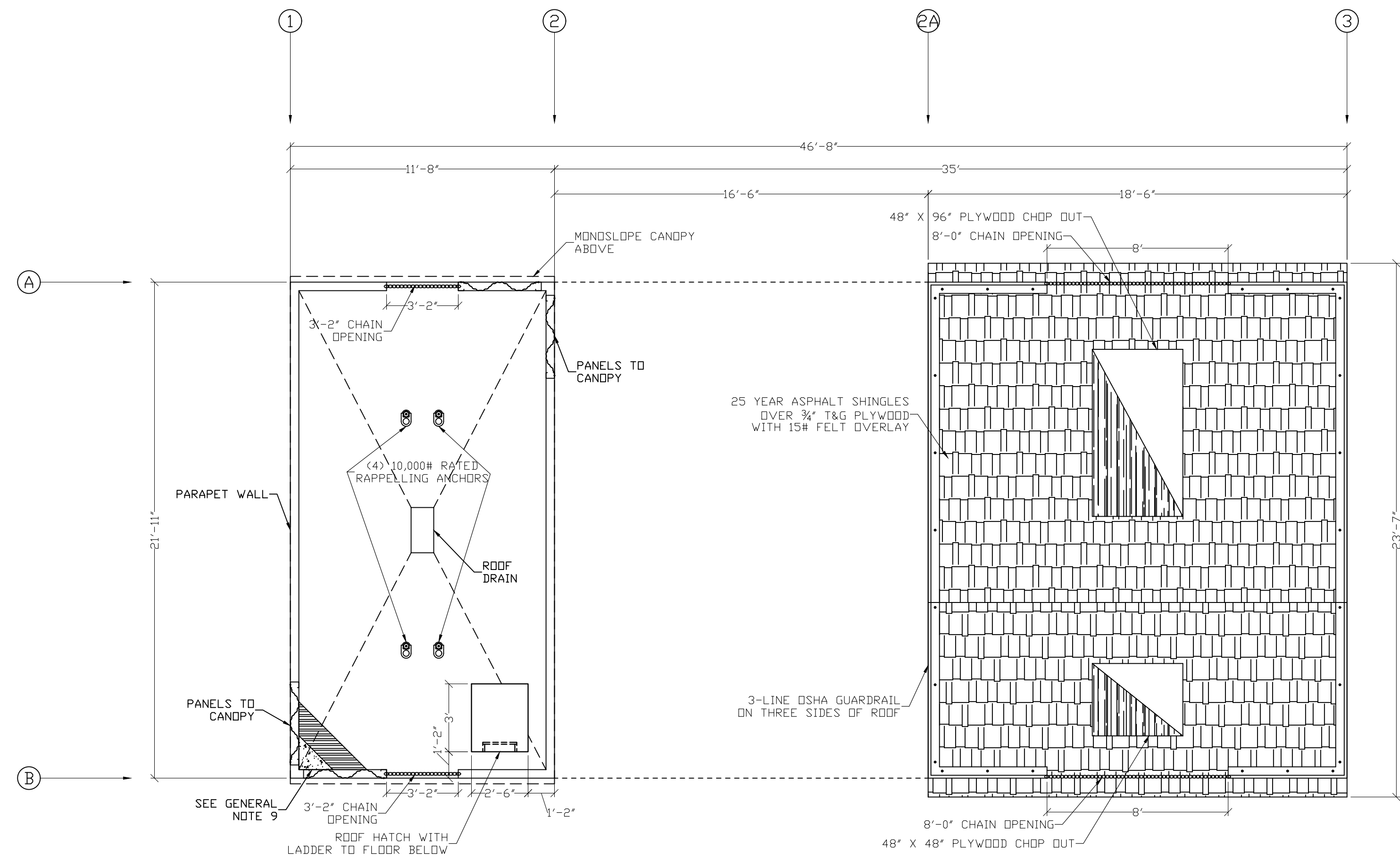
THIS INFORMATION CONFORMS TO ALL APPLICABLE STANDARDS FOR FIRE TRAINING SIMULATORS AT THE TIME OF PREPARATION. THE DIRECTOR/CONTRACTOR ASSUMES RESPONSIBILITY FOR ALL MATERIALS, AT THE TIME OF DELIVERY. THIS CONTRACTOR IS ALSO RESPONSIBLE TO ACCOUNT FOR ALL MATERIALS AT TIME OF DELIVERY. IF THERE IS A DISCREPANCY IN THE MATERIAL DELIVERED, CONTACT WHP TRAININGTOWERS IMMEDIATELY IN ORDER TO MAKE PROPER ARRANGEMENTS TO PROVIDE THE NECESSARY MATERIAL.

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PROJECT NUMBER:	00-W-000	REVISION DATES:
PROJECT DIRECTOR:	JCM	1
DRAWN BY:	PK	2
REVIEWED BY:	PK	3
PRINT DATE:	01-30-26	4

FIRST FLOOR AND
SECOND FLOOR PLANS



A DIV. OF JAHNKE AND SONS CONSTRUCTION, INC.
519 DUCK RD GRANDVIEW, MO 64030
TEL. 913-385-3663 info@trainingtowers.com
TOLL FREE 1-800-351-2525 www.trainingtowers.com

CUSTOM 4TH ALARM - FOUR STORY FIRE TRAINING SIMULATOR

AUBREY FIRE DEPARTMENT TRAINING SIMULATOR

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APPLICABLE STANDARDS FOR FIRE TRAINING
SIMULATORS AT THE TIME OF PREPARATION.

THE ERECTION CONTRACTOR ASSUMES RESPONSIBILITY FOR ALL MATERIALS, AT THE TIME OF DELIVERY. THIS CONTRACTOR IS ALSO RESPONSIBLE TO ACCOUNT FOR ALL MATERIAL AT TIME OF DELIVERY. IF THERE IS A DISCREPANCY IN THE MATERIAL DELIVERED, CONTACT WHP TRAINING TOWERS IMMEDIATELY IN ORDER TO MAKE PROPER ARRANGEMENTS TO PROVIDE THE NECESSARY MATERIAL.

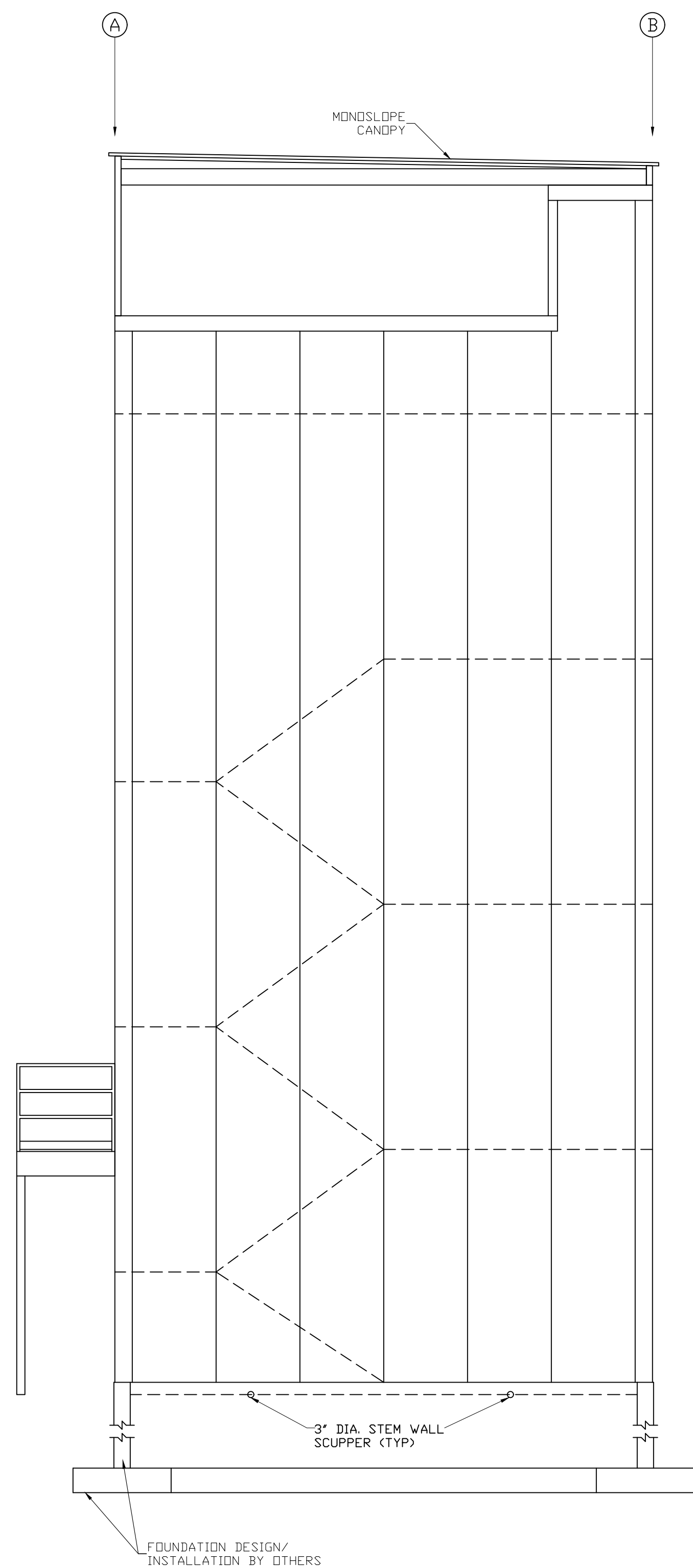
THIS SET OF DRAWINGS IS INTENDED AS A CONCEPTUAL SET, PROVIDED FOR SECONDARY REFERENCE ONLY. REFER TO BEHLEN INDUSTRIES CONSTRUCTION DRAWINGS AND THE STAIR/RAILING DRAWINGS AS PRIMARY REFERENCE FOR EXACT MATERIAL DIMENSIONS, ERECTION, AND PROCEDURES.

THESE DRAWINGS, SPECIFICATIONS, IDEAS, DESIGNS, AND ARRANGEMENTS ARE AND SHALL REMAIN THE PROPERTY OF WHP TRAININGTOWERS AND NO PART THERE OF SHALL BE COPIED, REPRODUCED, OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY HAVE BEEN PREPARED WITHOUT WRITTEN CONSENT FROM WHP TRAININGTOWERS.

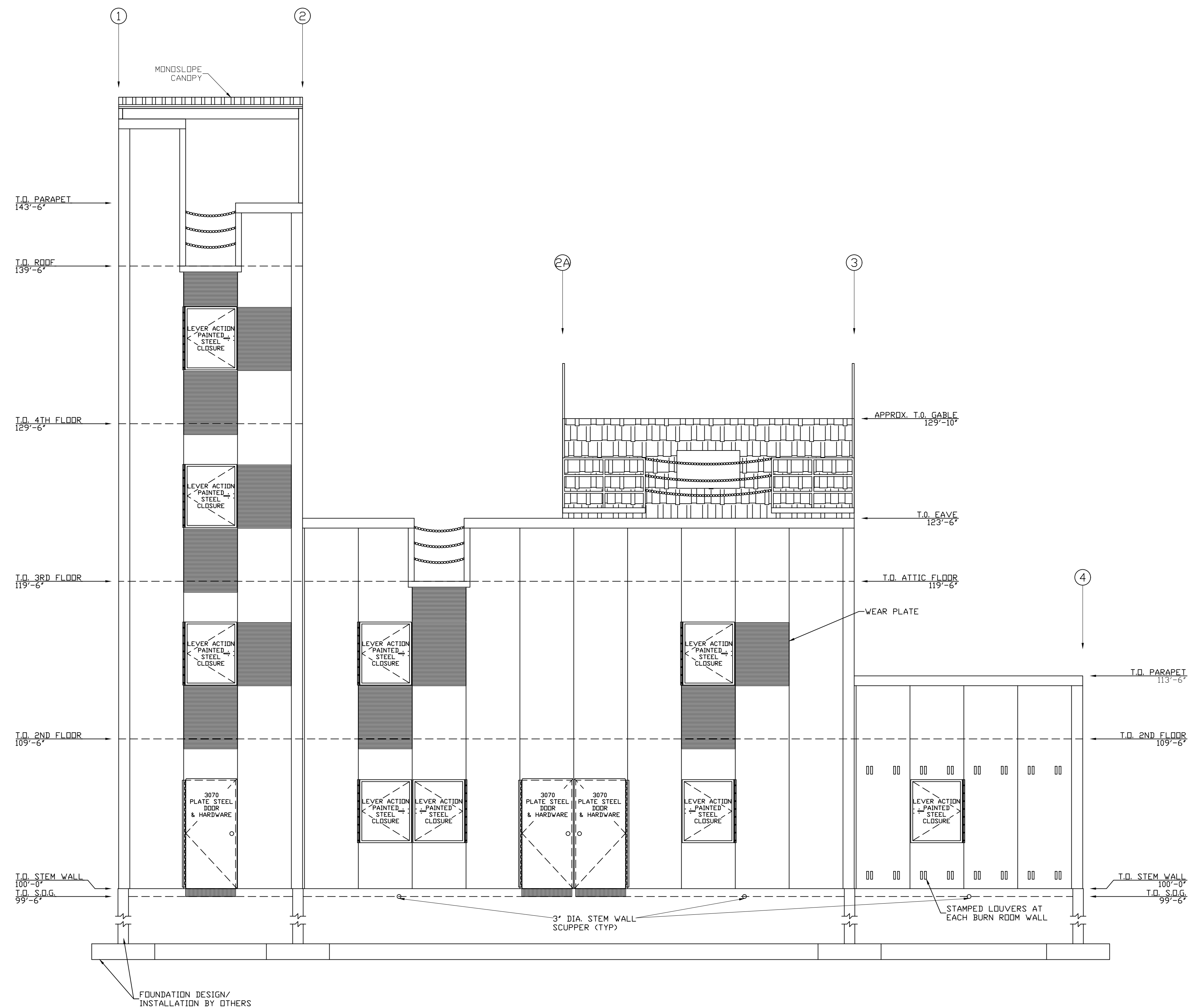
PROJECT NUMBER:	00-W-000	REVISION DATES
PROJECT ERECTOR:		1
DRAWN BY:	JCM	2
REVIEWED BY:	JKP	3
PRINT DATE:	01-30-26	4

THIRD FLOOR, FOURTH FLOOR, AND TOWER ROOF PLANS

2



LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



FRONT SIDE ELEVATION
SCALE: 1/4" = 1'-0"

CUSTOM 4TH ALARM - FOUR STORY FIRE TRAINING SIMULATOR

AUBREY FIRE DEPARTMENT TRAINING SIMULATOR

THIS INFORMATION CONFORMS TO ALL APPLICABLE STANDARDS FOR FIRE TRAINING SIMULATORS AT THE TIME OF PREPARATION.

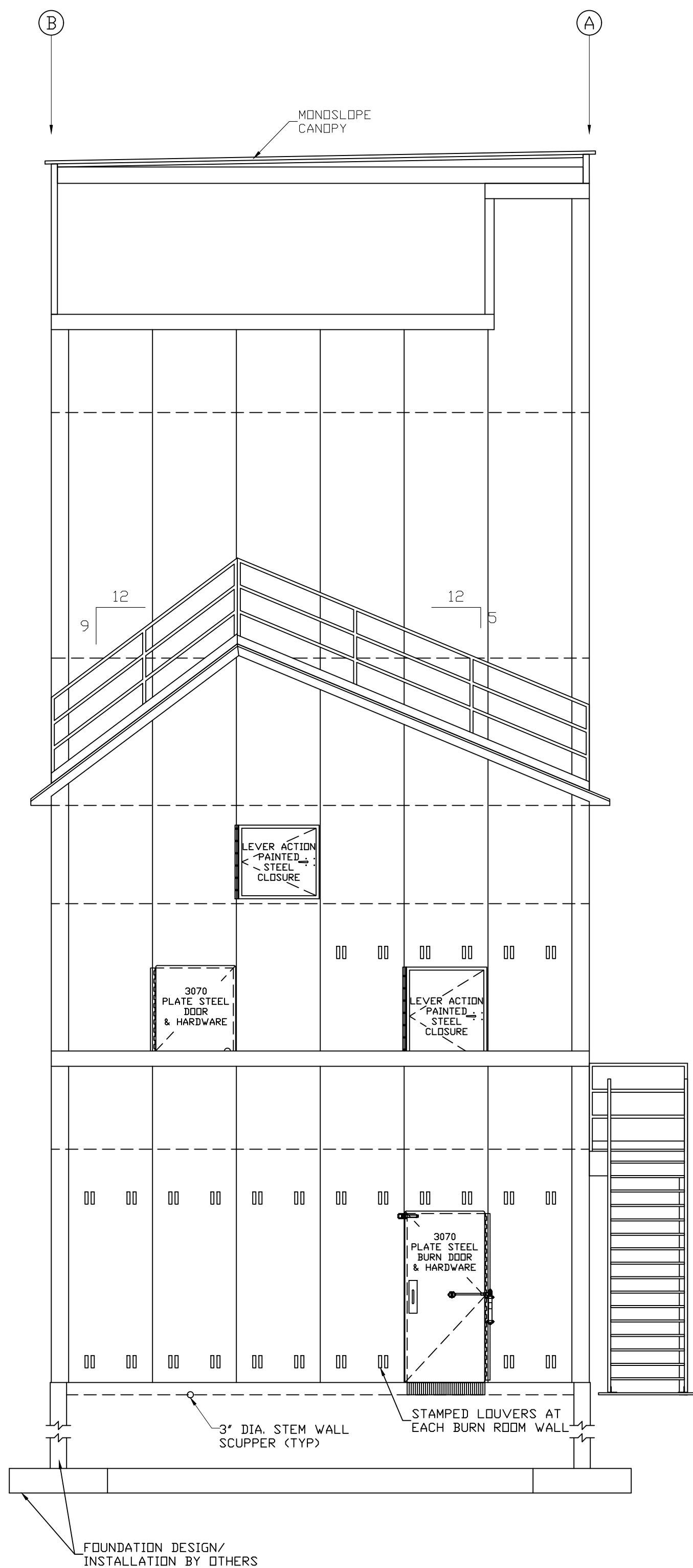
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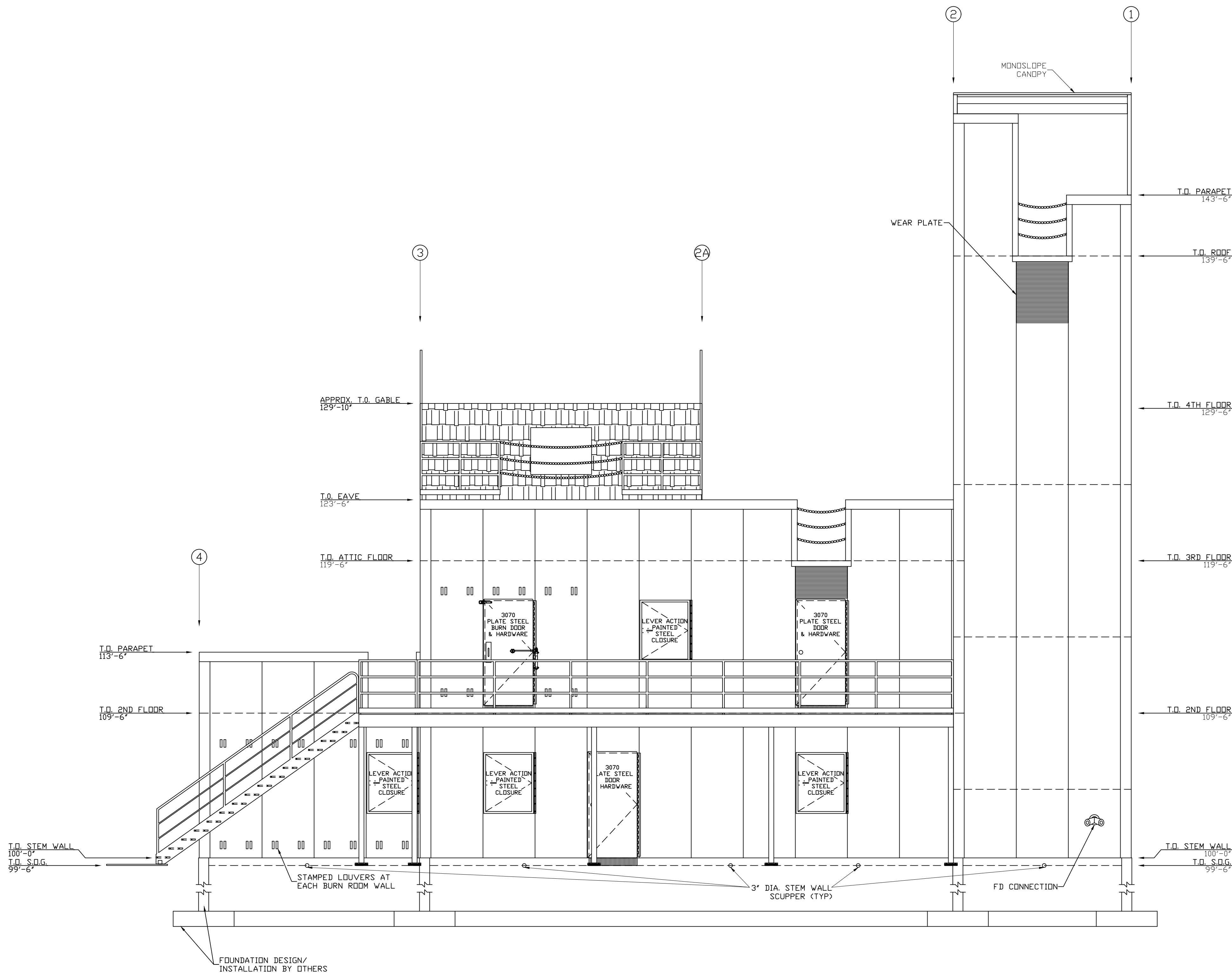
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PROJECT NUMBER:	00-W-000	REVISION DATE:
PROJECT DIRECTOR:	JCM	1
DRAWN BY:	JK	2
REVIEWED BY:	JK	3
PRINT DATE:	01-30-26	4

FRONT SIDE AND LEFT SIDE
ELEVATIONS



RIGHT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



REAR SIDE ELEVATION
SCALE: 1/4" = 1'-0"

**CUSTOM 4TH ALARM - FOUR STORY
FIRE TRAINING SIMULATOR**
AUBREY FIRE DEPARTMENT TRAINING SIMULATOR

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PROJECT NUMBER:	00-W-100	REVISION DATES:
PROJECT DIRECTOR:	JCM	1
DRAWN BY:	JK	2
REVIEWED BY:		3
PRINT DATE:	01-30-26	4

REAR SIDE AND RIGHT SIDE
ELEVATIONS







**City Council Meeting
Staff Report
February 26, 2026**

Agenda Item

Consideration and action on an Ordinance amending Appendix A, Fee Schedule, of the Code of Ordinances to adopt the City of Aubrey 2026 Comprehensive Fee Schedule with amendments to various fees contained in Article A1.000, General and Administrative Fees, Article A3.000, Building Related Fees, Article A5.000, Fire Prevention Fees, Article A6.000, Code Enforcement Fees, Article A7.000 Utilities, Article A5.000, water rates, and sewer rates; Article A8.000 Planning and Zoning fees; Article A10.000 Third Party Consulting Fees; A11.000 Public Infrastructure Fees; Article A12.000 Library Fees; and Article A13.000 Community Center Fees; and providing an effective date.

Staff Contact

Leanne Wilson, Assistant City Manager
lwilson@aubreytx.gov

Summary

Annually, the Master Fee Schedule is reviewed to determine if any amendments are needed. There were several amendments needed, including.

- General Administration – Removed 3% credit card transaction fee.
- Code Enforcement — Provides for actual third-party contract prices for mowing and lot clean-up.
- Utilities — Additions are resulting from the Water and Rate Study conducted and presented to Council by Raftelis at Council in February 2025 for a master plan for phasing in variable amendments to our rate structure:
 - Added a deposit fee for garbage-only accounts,
 - Added base usage rate determined by water meter size,
 - Amended usage tiers to the water and sewer base rate.
- Development Services — adjusted the infrastructure inspection hourly rate and added a grading inspection fee.
- Parks and Recreation — Added a community center rental fee for corporate and business rentals and pavilion rentals for our new park pavilions.

Financial Summary

Removing the 3% credit card convenience fee will result in the City absorbing the cost of credit card processing for utility payments. Based on current transaction volumes, the estimated annual impact to the Utility Fund is up to \$25,000.

This projected increase may be reduced through participation in the Visa Utility Interchange Rate Fee (VUIRF) discount program, which provides reduced processing rates for qualifying municipal utility transactions. The City has applied for enrollment in this program, and any realized savings will offset a portion of the estimated impact.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to (approve all or part of the amendment, table, or deny) the Ordinance amending Appendix A, Fee Schedule, of the Code of Ordinances; and providing an effective date.

**CITY OF AUBREY, TEXAS
ORDINANCE NO. 948-26**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS REPEALING APPENDIX A “FEE SCHEDULE” OF THE CODE OF ORDINANCES OF THE CITY OF AUBREY, TEXAS ADOPTING THE “CITY OF AUBREY FISCAL YEAR 2025 FEE SCHEDULE” IN ITS ENTIRETY AND ADOPTING A NEW APPENDIX A, “FEE SCHEDULE” TO ADOPT THE “CITY OF AUBREY, FISCAL YEAR 2026 COMPREHENSIVE FEE SCHEDULE”, WITH FEES AS SET FORTH IN ARTICLES A1.000 THROUGH A14.000, THE SAME BEING THE CITY OF AUBREY COMPREHENSIVE FEE SCHEDULE, ADOPTING AND AMENDING VARIOUS FEES FOR FISCAL YEAR 2026; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS TO ADOPT THE “CITY OF AUBREY, FISCAL YEAR 2026 COMPREHENSIVE FEE SCHEDULE”, AS SET FORTH IN EXHIBIT A HERETO, AS THE “FEE SCHEDULE” OF THE CITY; PROVIDING A CUMULATIVE REPEALER AND SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Aubrey, Texas (the "City") is a home rule municipality operating pursuant to State law, Texas Constitution, and its Home Rule Charter; and

WHEREAS, upon review of the City’s current fees and increased costs incurred by the City, the City Council determined it appropriate to adjust various fees within its Fee Schedule for the 2026 fiscal year so that users seeking specific services from the City pay the associated costs rather than having those costs spread over the ad valorem tax rate for all residents of the City, and to remove the credit card processing fee for utility payments; and

WHEREAS, due to increased costs of labor and third party services, it has become necessary for the City to make certain changes fees related to infrastructure, including review of plans and costs of inspection, and the City has determined it appropriate to pass through costs of third-party consultants and to identify fees associated with services provided by City Staff; and

WHEREAS, Staff has performed a comprehensive review of all fees contained within the Fee Schedule and has determined that some fees need to be added, some will be removed for fiscal year 2026, and some may remain the same; and

WHEREAS, the City Council has reviewed costs and finds that the fees proposed in **Exhibit “A”** hereto for fiscal year 2026 are not excessive; rather, the fees are determined to be reasonable and necessary to fairly reimburse the City for costs incurred for specific goods and services provided and that the adoption of the Fee Schedule in **Exhibit “A”** fairly assesses costs to those parties benefitting from City services rather than adding to the

burden of its taxpayers; and

WHEREAS, the City Council finds that it is in the public interest to repeal Appendix A, "Fee Schedule" of the Code of Ordinances of the City and to adopt a new Appendix A, "Fee Schedule" of the Code of Ordinances of the City to adopt the "City of Aubrey, FY 2026 Comprehensive Fee Schedule", to include changes to various fees contained in Article A1.000, "General and Administrative Fees", Articles A3.000, "Building Related Fees"; Article A5.000, "Fire Prevention Fees"; Article A6.000 "Code Compliance Fees"; Article A7.000, "Utilities", including water rates and sewer rates; Article A8.000 "Development Fees"; Article A10.000 "Third Party Consulting Fees"; Article A11.000, "Library Fees"; Article A12.000, "Animal Control Fees", and Article A13.000 "Parks and Community Facilities Fees as set forth in **Exhibit "A"**, attached hereto and incorporated herein;

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

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

Section 2. Amendment. Appendix A "Fee Schedule" of the Code of Ordinances of the City of Aubrey Texas is hereby repealed in its entirety, and a new **Appendix A, "Fee Schedule"** adopting: **Articles A1.000**, "General and Administrative Fees"; **Article A2.000**, "Prorate Policy and Refunds"; **Article A3.000** "Building Related Fees"; **Article A4.000**, "Business Fees"; **Article A5.000** "Fire Preventions Fees"; Article **A6.000** "Code Compliance Fees"; **Article A7.000**, "Utilities"; Article **A8.000**, "Development Fees", **Article A9.000** "Network Node Fees"; **Article A10.000**, "Third Party Consulting Fees"; **Article A11.000**, "Library Fees"; **Article A12.000**, "Animal Control Fees"; **Article A13.000**, "Parks and Community Facilities"; and **Article A14.000** "Historic Preservation Fees" is hereby adopted in its entirety as set forth in **Exhibit "A"**, "**City of Aubrey, Fiscal Year 2026 Comprehensive Fee Schedule**", attached and incorporated herein in its entirety and shall generally be identified as the "Fee Schedule". The fees contained in **Exhibit "A"** hereto shall supersede all conflicting fees and fee schedules adopted prior to the effective date of this Ordinance as allowed by law. All Chapters, Articles, Sections and Subsections, et seq. of the Code of Ordinances of the City not expressly amended hereby shall remain in full force and effect without amendment.

Section 3. Cumulative Repealer / Savings. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Provided; however, that the repeal of such ordinances or parts of such ordinances, and the amendments and changes made by this Ordinance, shall not affect any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall such repeals, amendments or changes affect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain

and continue in full force and effect.

Section 4. Severability. Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Aubrey hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 5. Codification. The City Secretary is hereby directed to authenticate this Ordinance by seal and signature and properly codifying this Ordinance and providing a printed copy for public review as required by Section 3.16 of the Aubrey Home Rule Charter.

Section 6. Effective Date. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED by the City Council of the City of Aubrey, Texas this the 26th day of February 2026.

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

Patricia Adams, City Attorney

EXHIBIT “A”
Fiscal Year 2026 Comprehensive Fee Schedule

City of Aubrey

2026

Comprehensive Fee Schedule



February 26, 2026 City Council Meeting

Table of Contents

Article A1.000	General and Administrative Fees Section A1.001 General and Administrative Fees
Article A2.000	Prorate Policy and Refunds Section A2.001 Prorate Policy Section A2.002 Refunds Section A2.003 Cancellation Policy
Article A3.000	Building Related Fees Section A3.001 Miscellaneous Permit and Inspection Fees Section A3.002 New Residential Construction Permit Fees Section A3.003 New Commercial Construction Section A3.004 Remolding, Alteration, Accessory Buildings, Repairs From Fire Section A3.005 Annual Contractor Registration Section A3.006 New Residential and Commercial Inspection Fees Section A3.007 Multifamily Dwelling Complex Standards and Licensing Section A3.008 Moving Buildings
Article A4.000	Business Fees Section A4.001 Business Fees
Article A5.000	Fire Prevention Fees Section A5.001 Fire Prevention Fees
Article A6.000	Code Compliance Fees Section A6.001 Code Compliance Fees
Article A7.000	Utilities Section A7.001 Miscellaneous Utility Fees Section A7.002 Water Rates Section A7.003 Sewer Rates Section A7.004 Stormwater Fees
Article A8.000	Development Fees Section A8.001 Planning and Zoning Fees Section A8.002 Public Infrastructure Inspection Fees
Article A9.000	Network Node Fees Section A9.001 Network Node Fees
Article A10.000	Third-party Consulting Fees Section A10.001 Third-party Consulting Fees
Article A11.000	Library Fees Section A11.001 Library Fees
Article A12.000	Animal Control Fees Section A12.001 Animal Control Fees
Article A13.000	Parks and Community Facilities

Sections A13.001

Article A14.000 Historic Preservation

Section A14.001 Historic Preservation

City of Aubrey
FY2026 Comprehensive Schedule of Fees

Article A1.000	General and Administrative Fees	
Section A1.001	General and Administrative Fees	Amount
A.	Accident report	\$ 6.00
B.	Body worn camera recording	
	(1) Per recording responsive	\$ 10.00
	(2) Per minute of recording	\$ 1.00
C.	Public information cost recovery	
	(1) Copies - black and white, per page	\$ 0.10
	(2) Copies - color, per page	\$ 0.25
	(3) Nonstandard copies	
	(i) Fiche or film cost	Actual
	(ii) Rewritable CD (CD-RW)	\$ 1.00
	(iii) Non-rewritable CD (CD-R)	\$ 1.00
	(iv) Digital video disc (DVD)	\$ 3.00
	(v) JAZ drive	Actual
	(vi) Other electronic media	Actual
	(vii) Oversized copy (11 x 17, greenbar or bluebar)	\$ 0.50
	(viii) Specialty paper	Actual
	If only a master copy of information in microfilm is maintained cost is per page, plus labor and overhead for more than 50 pages	\$ 0.10
	(4) Computer resource charge	
	(i) Mainframe (per CPU minute)	\$ 10.00
	(ii) Midsize (per CPU minute)	\$ 1.50
	(iii) Client/server system (per clock hour)	\$ 2.20
	(iv) PC or LAN (per clock hour)	\$ 1.00
	(5) Remote document retrieval charge	Actual
	(6) Labor charge	
	(i) For programing (per hour)	\$ 28.50
	(ii) For locating, compiling, and reproducing	\$ 15.00
	(7) Overhead charge - percent of labor charge	20%
	(8) Miscellaneous supplies	Actual
	(9) Postage and shipping charges	Actual
	(10) Photographs - calculated in accordance with section 70.9(5) of the TAC	Actual
	(11) Maps - calculated in accordance with section 70.9(4) of the	Actual

TAC

City of Aubrey
FY2026 Comprehensive Schedule of Fees

Article A1.000 General and Administrative Fees

	(12)	Other costs	Actual
	(13)	Outsourced/contracted services - cost per copy. May not include development cost	Actual
D.		Fax - send or receive	
	(1)	Minimum fee for 1 - 3 pages	\$ 3.00
	(2)	Per page thereafter	\$ 1.00
E.		Fingerprinting services, price per card	\$ 10.00
F.		Nonsufficient funds check fee	\$ 30.00
G.		Credit card convenience fee (percentage of transaction)	0%

Article A2.000 Prorate Policy and Refunds

Section A2.001 Prorate policy

Health permits for new food establishments may be prorated to the nearest month. No other fees may be prorated.

Section A2.002 Refund policy

Seventy-five percent (75%) of inspection fees may be refunded when no inspections have been done. Permit fees are nonrefundable. Refunds require a written request from applicant and written approval from the City Manager.

Section A2.003 Cancellation policy

Community center cancellations: The deposit is refundable at fifty percent (50%) and non-transferable within thirty (30) days of the reservation date. If the reservation cancellation is within thirty (30) days of the reservation date, the rental fees and fifty percent (50%) of the deposit will be returned minus a \$15.00 administrative processing fee. For cancellation prior to thirty (30) days of the reservation date, all fees will be refunded minus a \$15.00 administrative processing fee.

Article A3.000	Building Related Fees	
Section A3.001	Miscellaneous permit and inspection fees	Amount
	The city does not require disclosure of information related to the value or cost of constructing or improving a residential dwelling as a condition of obtaining a building permit, except as required by the Federal Emergency Management Agency for participation in the National Flood Insurance Program. The value of the dwelling and the cost of constructing or improving the dwelling are not considered in the determination of the amount of any building permit or inspection fee.	
A.	Accessory building permit	
	(1) Under 200 SF	No fee
	(2) 200 SF and over (see section A3.004/square footage fee)	
B.	Certificate of occupancy inspection	\$ 100.00
C.	Demolition	
	(1) Permit	\$ 150.00
	(2) Initial inspection	\$ 55.00
	(3) Final inspection	\$ 55.00
D.	Driveways/culverts/curb cuts	
	(1) Driveway, permit and inspection	
	(2) Culvert	
	(i) Permit and inspection	\$ 55.00
	(ii) Repair or replacement inspection	\$ 55.00
	(3) Curb cut, permit and inspection	\$ 55.00
E.	Fence permit	
	(1) Fences greater than 6 ft. in height, permit and inspection	\$ 55.00
F.	Irrigation/sprinkler	
	(1) Permit & Inspection	\$ 150.00

City of Aubrey
FY2026 Comprehensive Schedule of Fees

Article A3.000	Building Related Fees	
Section A3.001	Miscellaneous permit and inspection fees	Amount
G.	Pool permit	
	(1) In-ground	
	(i) Permit - will be billed according to cost paid to third-party consultant providing services pursuant to the city's contractual obligations with each consultant	Actual
	(ii) Plan review and inspection - will be billed according to cost paid to third-party consultant providing services pursuant to the city's contractual obligations with each consultant	Actual
	(2) Above-ground	
	(i) Permit	\$ 35.00
	(ii) Plan review and inspection	\$ 70.00
H.	Roofing permit and inspection (under 10,000 sf)	\$ 110.00
I.	Solar permit	\$ 175.00
J.	Projects with values over \$10,000 - based on fee calculator	
K.	Revisions to new build permits - fee plus difference in sq ft	\$ 500.00
L.	Reinspection	
	First	\$ 75.00
	Second	\$ 150.00
	Third	\$ 225.00
	Each subsequent reinspection will continue to increase by \$75.00 thereafter	
M.	Sign permit	
	(1) Banner only	\$ 50.00
	(2) Permanent signs, permit and plan review	\$ 100.00
	(3) Foundation inspection (if applicable)	\$ 80.00
	(4) Final Inspection	\$ 80.00
	(5) All other inspections, including electrical and plumbing	\$ 110.00

City of Aubrey
FY2026 Comprehensive Schedule of Fees

Article A3.000		Building Related Fees	
Section A3.001	Miscellaneous permit and inspection fees	Amount	
N.	Street cut		
	(1) Permit	\$	155.00
	(2) Initial inspection	\$	55.00
	(3) Final inspection	\$	55.00
O.	Road boring less than 2" in diameter		
	(1) Permit	\$	25.00
	(2) Initial inspection	\$	55.00
	(3) Final inspection	\$	55.00
	The Director of Public Works will determine inspection requirements at permit		
P.	Road boring 2" or greater in diameter		
	(1) Permit	\$	75.00
	(2) Initial inspection	\$	55.00
	(3) Final inspection	\$	55.00
	The Director of Public Works will determine inspection requirements at permit		
Q.	Temporary permit		
	(1) 15-day permit - less than 500 sf of dirt work, form boards, etc	\$	100.00
	(2) 30-day permit - greater than 500 sf of dirt work, form boards	\$	250.00
	(3) Inspection - one per 15-day permit and two for 30-day permit	\$	100.00
U.	Update permit and inspection - additions or changes to existing building	\$	100.00
	Includes HVAC, electrical and plumbing, fee is per trade		
Section A3.002	New residential construction permit fees		

Sq. ft.	Fee***	Sq. ft.	Fee***	Sq. ft.	Fee***
1-1200	\$ 704.00	3001-3100	\$ 1,080.00	4901-5000	\$ 1,456.00
1201-1300	\$ 724.00	3100-3200	\$ 1,100.00	5001-5100	\$ 1,475.00
1301-1400	\$ 744.00	3201-3300	\$ 1,120.00	5101-5200	\$ 1,494.00
1401-1500	\$ 763.00	3301-3400	\$ 1,140.00	5201-5300	\$ 1,513.00
1501-1600	\$ 783.00	3401-3500	\$ 1,159.00	5301-5400	\$ 1,532.00
1601-1700	\$ 803.00	3501-3600	\$ 1,179.00	5401-5500	\$ 1,551.00
1701-1800	\$ 823.00	3601-3700	\$ 1,199.00	5501-5600	\$ 1,570.00
1801-1900	\$ 843.00	3701-3800	\$ 1,219.00	5601-5700	\$ 1,589.00
1901-2000	\$ 862.00	3801-3900	\$ 1,239.00	5701-5800	\$ 1,608.00

City of Aubrey
FY2026 Comprehensive Schedule of Fees

Article A3.000 Building Related Fees

Section A3.002 New residential construction permit fees					
2001-2100	\$ 882.00	3901-4000	\$ 1,258.00	5801-5900	\$ 1,627.00
2101-2200	\$ 901.00	4001-4100	\$ 1,278.00	5901-6000	\$ 1,646.00
2201-2300	\$ 922.00	4101-4200	\$ 1,298.00	6001-6100	\$ 1,665.00
2301-2400	\$ 942.00	4201-4300	\$ 1,318.00	6101-6200	\$ 1,703.00
2401-2500	\$ 961.00	4301-4400	\$ 1,338.00	6201-6300	\$ 1,722.00
2501-2600	\$ 981.00	4401-4500	\$ 1,357.00	6301-6400	\$ 1,741.00
2601-2700	\$ 1,001.00	4501-4600	\$ 1,377.00	6401-6500	\$ 1,760.00
2701-2800	\$ 1,021.00	4601-4700	\$ 1,397.00	6501-6600	\$ 1,779.00
2801-2900	\$ 1,041.00	4701-4800	\$ 1,417.00	6601-6700	\$ 1,798.00
2901-3000	\$ 1,060.00	4801-4900	\$ 1,437.00	6701-6800**	\$ 1,817.00

** Plus \$5.00 per each additional 100 square feet

*** Plus plan review, inspection, park fees, and impact fees

Section A3.003 New commercial construction permit fees

Sq. ft.	Fee***	Sq. ft.	Fee***
1-1200	\$ 972.00	3001-3100	\$ 1,998.00
1201-1300	\$ 1,026.00	3100-3200	\$ 2,052.00
1301-1400	\$ 1,080.00	3201-3300	\$ 2,106.00
1401-1500	\$ 1,134.00	3301-3400	\$ 2,160.00
1501-1600	\$ 1,188.00	3401-3500	\$ 2,214.00
1601-1700	\$ 1,242.00	3501-3600	\$ 2,268.00
1701-1800	\$ 1,296.00	3601-3700	\$ 2,322.00
1801-1900	\$ 1,350.00	3701-3800	\$ 2,376.00
1901-2000	\$ 1,404.00	3801-3900	\$ 2,430.00
2001-2100	\$ 1,458.00	3901-4000	\$ 2,484.00
2101-2200	\$ 1,512.00	4001-4100	\$ 2,538.00
2201-2300	\$ 1,566.00	4101-4200	\$ 2,592.00
2301-2400	\$ 1,620.00	4201-4300	\$ 2,646.00
2401-2500	\$ 1,674.00	4301-4400	\$ 2,700.00
2501-2600	\$ 1,728.00	4401-4500	\$ 2,754.00
2601-2700	\$ 1,782.00	4501-4600	\$ 2,808.00
2701-2800	\$ 1,836.00	4601-4700	\$ 2,862.00
2801-2900	\$ 1,890.00	4701-4800	\$ 2,916.00
2901-3000	\$ 1,944.00	4801-4900	\$ 2,970.00

City of Aubrey
FY2026 Comprehensive Schedule of Fees

Article A3.000 Building Related Fees

Section A3.003 New commercial construction permit fees

** Plus \$9.00 per each additional 100 square feet

*** Plus plan review, inspection and impact fees

Section A3.004 Remodeling, alteration, accessory buildings, repairs of fire damage

Sq. ft.	Fee***	Sq. ft.	Fee***
1-100		2501-2600	\$ 123.00
101-200		2601-2700	\$ 126.00
201-300	\$ 54.00	2701-2800	\$ 129.00
301-400	\$ 57.00	2801-2900	\$ 132.00
401-500	\$ 60.00	2901-3000	\$ 135.00
501-600	\$ 63.00	3001-3100	\$ 138.00
601-700	\$ 66.00	3101-3200	\$ 141.00
701-800	\$ 69.00	3201-3300	\$ 144.00
801-900	\$ 72.00	3301-3400	\$ 147.00
901-1000	\$ 75.00	3401-3500	\$ 150.00
1001-1100	\$ 78.00	3501-3600	\$ 153.00
1101-1200	\$ 81.00	3601-3700	\$ 156.00
1201-1300	\$ 84.00	3701-3800	\$ 159.00
1301-1400	\$ 87.00	3801-3900	\$ 162.00
1401-1500	\$ 90.00	3901-4000	\$ 165.00
1501-1600	\$ 93.00	4001-4100	\$ 168.00
1601-1700	\$ 96.00	4101-4200	\$ 171.00
1701-1800	\$ 99.00	4201-4300	\$ 174.00
1801-1900	\$ 102.00	4301-4400	\$ 177.00
1901-2000	\$ 105.00	4401-4500	\$ 180.00
2001-2100	\$ 108.00	4501-4600	\$ 183.00
2101-2200	\$ 111.00	4601-4700	\$ 186.00
2201-2300	\$ 114.00	4701-4800	\$ 189.00
2301-2400	\$ 117.00	4801-4900	\$ 192.00
2401-2500	\$ 120.00	4901-5000**	\$ 195.00

** Plus \$6.00 per each additional 100 square feet

*** Plus plan review, inspection park fees and impact fees

Article A3.000 Building Related Fees

Section A3.005 Annual contractor registration

- | | | |
|----|---|----------|
| A. | General contractor, irrigation, roofing, backflow tester | \$ 55.00 |
| B. | No registration fee for plumbers, electricians, or HVAC (SB 1354) | |
| | Registration expires one year after date of issuance | |

Section A3.006 New residential and commercial inspection fees

Amount

- | | | |
|----|--|----------|
| A. | New residential - actual cost plus percentage | 10% |
| B. | New commercial - actual cost plus percentage | 10% |
| C. | Inspections included in the calculated inspection fees | |
| | (1) Electrical - temp pole, rough in. electrical panel, electrical final | |
| | (2) Plumbing - rough in, top out, final | |
| | (3) Building - foundation, framing pre-inspection, framing, mechanical, approach, sidewalk, final and certificate of occupancy | |
| | (4) HVAC - rough in, top out and final | |
| | (5) Fire department - fire alarm, fire sprinkler, knox box | |
| D. | Any additional inspections not listed above | \$ 80.00 |

Administrative fees do not consider the valuation of any residential dwelling or its cost of construction.

Section A3.007 Multifamily dwelling complex standards and licensing

- | | | |
|----|--|---------|
| A. | Apartment complex annual fee, per unit | \$ 5.00 |
| B. | License replacement (for lost, destroyed, etc), per unit | \$ 5.00 |

Section A3.008 Moving buildings

- | | | |
|----|--|-----------|
| A. | Annual license fee | \$ 25.00 |
| B. | Permit | |
| | (1) Storage building greater than 12 x 16 feet | \$ 25.00 |
| | (2) House | \$ 200.00 |
| | (3) Damage deposit - refundable upon officers report of no damage | \$ 150.00 |
| C. | Charge per vehicle and officer or inspector, per hour spent to benefit mover | \$ 30.00 |

City of Aubrey
FY2026 Comprehensive Schedule of Fees

Article A4.000	Business Fees	
Section A4.001	Business Fees	Amount
A.	Alcohol permit	
	(1) All permits	
	(i) Permit	*
	* The alcohol permit fees are based on the TABC fee, and requirements. Permit will run concurrent with TABC expiration. Half of the state fee amount will be assessed by the city.	
B.	Health Permit	
	(1) Permanent food establishment (permit and inspection) Fee includes two TFER inspections per year and one reinspection. Permit expires December 31st annually - see Section A2.001 for prorated policy	\$ 400.00
	(2) Temporary event permit includes one TFER inspection	\$ 50.00
	(3) Temporary event permit city sponsored/related event	Exempt
	(4) Mobile food vendor permit includes one TFER inspection	
	(i) Unrestricted	\$ 300.00
	(ii) Restricted	\$ 200.00
	(iii) Limited	\$ 150.00
	(5) Seasonal permit includes one TFER inspection	\$ 250.00
	(6) Seasonal nonprofit organizations	\$ 100.00
	(7) Complaint investigation includes one TFER inspection	\$ 50.00
	(8) Hourly cost of service - consultation outside of the aforementioned scope of services, for plan review and for more than one reinspection	\$ 100.00
C.	Seasonal event permit (Farmers Market)	
	(1) Application fee (annual)	\$ 35.00
	(2) Booth fee, per event	\$ 25.00
	(3) Clean-up fee - when applicable	\$ 50.00
D.	Solicitation permit	
	(1) Application fee per person	\$ 100.00
	(2) ID cards per person	\$ 20.00
	No fees required for those firms with a franchise utility contract with the city	
E.	Day care (as a home occupancy)	

City of Aubrey
FY2026 Comprehensive Schedule of Fees

Article A4.000 Business Fees		Amount
	(1) Application processing fee	\$ 100.00
	(2) Annual fee	\$ 75.00
F.	Amusement center license	
	(1) Fee per each coin-operated amusement device	\$ 7.50
	(2) Replacement license	\$ 2.00
G.	Sexually oriented business, annual fee	\$ 1,000.00

City of Aubrey
FY2026 Comprehensive Schedule of Fees

Article A5.000	Fire Prevention Fees	
Section A5.001	Fire Prevention Fees	Amount
A.	Building safety reinspection fees	
	(1) Interior Square Footage	
	(i) 1 to 3,000	\$ 30.00
	(ii) 3,001 to 6,000	\$ 50.00
	(iii) 6,001 to 12,000	\$ 70.00
	(iv) 12,001 to 18,000	\$ 90.00
	(v) 18,001 to 24,000	\$ 110.00
	(vi) 24,001 to 100,000	\$ 130.00
	(vii) Over 100,000	\$ 200.00
B.	Other fees	
	(1) Underground storage tank monitor	\$ 30.00
	(2) Structure demo monitor	\$ 30.00
C.	Public safety capital recovery fee	
	(1) Residential per dwelling unit, due at time of platting	\$1,000.00
	(2) Multi-family per dwelling unit, due at time of platting	\$ 750.00
	(3) Commercial per lot, due at time of platting	\$ 1,250.00

City of Aubrey
FY2026 Comprehensive Schedule of Fees

Article A6.000	Code Compliance Fees	
Section A6.001	Code Compliance Fees	Amount
A.	Mowing	
	(1) Vacant lot first hour	*
	(2) Occupied lot first hour	*
	(3) Alley or easement	*
	(4) Additional hour or portion of hour, per hour	*
B.	Hazardous waste	*
C.	Junked vehicle	*
D.	Garbage/refuse and brush	*
E.	Dilapidated or substandard house or structure	*
F.	Administrative fee per event in this section	\$ 150.00
*	Actual amount charged by waste hauler, disposal facility, wrecker and other third-parties	

City of Aubrey
FY2026 Comprehensive Schedule of Fees

Article A7.000		Utilities	
Section A7.001		Miscellaneous utility fees	Amount
A.	Application - nonrefundable fee		\$ 20.00
B.	Deposits		
	(1)	Residential	\$ 125.00
	(2)	Commercial	\$ 250.00
	(3)	Bulk meter	\$ 1,800.00
	(4)	Garbage Only - Commercial	\$500.00
C.	Connection fee		\$ 20.00
D.	Reconnect fee		\$ 45.00
E.	Second trip reconnection		\$ 45.00
F.	Meter box		
	(1)	Small box	\$ 115.00
	(2)	Large box	\$ 210.00
G.	Meter endpoint		\$ 155.00
H.	Tampering with meter or lock per incident		\$ 150.00
I.	After hours fee		\$ 50.00
J.	Impact fees - water and wastewater		
	(1)	Allowable maximum fee per living unit equivalent and per meter size and type	
	(i)	50% Max water impact fee/LUE	\$ 5,820.00
	(ii)	50% Max wastewater impact fee/LUE	\$ 10,586.00

Typical Land Use	Meter Type	Meter Size	Water	Wastewater	Total
Single family residential	Simple	1" or <	\$ 5,820	\$ 10,586	\$ 16,406
Single family residential	Simple	1 1/2"	\$ 29,100	\$ 52,932	\$ 82,032
Single family residential	Compound	2"	\$ 46,561	\$ 84,691	\$ 131,251
Commercial/retail	Simple	< 2"	\$ 5,820	\$ 10,586	\$ 16,406
Commercial/retail	Compound	2"	\$ 46,561	\$ 84,691	\$ 131,251
Commercial/retail	Turbine	2"	\$ 58,201	\$ 105,864	\$ 164,064

City of Aubrey
FY2026 Comprehensive Schedule of Fees

Article A7.000 Utilities

Section A7.001 Miscellaneous utility fees

Commercial/retail/multifamily	Compound	3"	\$	93,121	\$	169,382	\$	262,503
Commercial/retail/multifamily	Turbine	3"	\$	139,682	\$	254,073	\$	393,754
Commercial/retail/multifamily	Compound	4"	\$	145,502	\$	264,659	\$	410,161
Commercial/retail/multifamily	Turbine	4"	\$	244,443	\$	444,627	\$	689,070
Industrial	Compound	6"	\$	291,003	\$	529,318	\$	820,321
Industrial	Turbine	6"	\$	535,446	\$	973,945	\$	1,509,391
Industrial	Compound	8"	\$	465,606	\$	846,909	\$	1,312,514
Industrial	Turbine	8"	\$	931,211	\$	1,693,817	\$	2,625,028
Industrial	Compound	10"	\$	669,308	\$	1,217,431	\$	1,886,739
Industrial	Turbine	10"	\$	1,455,017	\$	2,646,589	\$	4,101,607
Industrial	Turbine	12"	\$	1,920,623	\$	3,493,498	\$	5,414,121

K. Impact fees - roadway

Category	Land Use	Service Area 1	Service Area 2
Residential	SF - detached	\$ 2,935.62	\$ 4,177.83
Residential	Apartment	\$ 1,592.73	\$ 2,266.70
Office	Office building	\$ 4,497.12	\$ 6,400.08
Commercial	Auto care center	\$ 7,287.00	\$ 10,370.50
Commercial	Convenience store	\$ 14,220.06	\$ 20,237.29
Commercial	Gas pumps	\$ 14,220.06	\$ 20,237.29
Commercial	Discount Superstore	\$ 8,005.29	\$ 11,392.74
Commercial	Drive-in bank	\$ 24,172.02	\$ 34,400.43
Commercial	Fast Food Restaurant	\$ 37,132.47	\$ 52,845.11
Commercial	Golf course	\$ 728.70	\$ 1,037.05
Commercial	Restaurant	\$ 16,114.68	\$ 22,933.62
Commercial	Home improvement	\$ 4,143.18	\$ 5,896.37
Commercial	Hotel	\$ 1,842.57	\$ 2,622.26
Commercial	Pharmacy/Drugstore	\$ 15,240.24	\$ 21,689.16
Commercial	Shopping Center	\$ 7,536.84	\$ 10,726.06
Commercial	Supermarket	\$ 17,707.41	\$ 25,200.32
Commercial	Walk-in bank	\$ 13,949.40	\$ 19,852.10
Industrial	Industrial	\$ 2,029.95	\$ 2,888.93
Industrial	Mini-warehouse	\$ 468.45	\$ 666.68
Institutional	School	\$ 353.94	\$ 503.71
Institutional	Day care center	\$ 1,238.79	\$ 1,762.99

City of Aubrey
FY2026 Comprehensive Schedule of Fees

Article A7.000 Utilities

Section A7.001 Miscellaneous utility fees Amount

Institutional	Nursing home	\$	1,540.68	\$	2,192.62
Institutional	House of worship	\$	1,072.23	\$	1,525.95

Section A7.002 Water Rates

A. Base Rates -- minimum includes first 1,500 gallons

Meter Size	Monthly Rate - In City		Monthly Rate - Out of City	
	Residential	Commercial	Residential	Commercial
5/8" or 3/4"	40.37	48.06	60.54	72.09
1" or 1.5"	41.58	50.46	62.37	75.69
2"	65.89	86.55	98.84	129.83
3"	--	134.84	--	202.26
4"	--	203.81	--	305.72
6"	--	376.08	--	564.12
8"	--	582.88	--	874.32
10"	--	824.21	--	1,236.32

B. Water rates

Usage, Gallons	In City Rates		Out of City Rates		Bulk
	Residential	Commercial	Residential	Commercial	
Senior Rate (1,500)	\$ 30.37	--	\$ 50.54	--	--
1,501 to 3,000	\$ 7.12	\$ 8.43	\$ 10.68	\$ 12.64	\$ 12.64
3,001 to 10,000	\$ 7.62	\$ 8.97	\$ 11.43	\$ 13.46	\$ 13.46
10,001 to 15,000	\$ 8.14	\$ 9.49	\$ 12.21	\$ 14.23	\$ 14.23
15,001 to 25,000	\$ 8.62	\$ 10.01	\$ 12.94	\$ 15.02	\$ 15.02
25,001 and over	\$ 9.13	\$ 10.54	\$ 13.69	\$ 15.80	\$ 15.80

Tier rate is per 1,000 gallons

C. Water connection/tapping fees

(1)	3/4 inch	\$	1,200.00
(2)	1 inch	\$	1,300.00
(3)	2 inch	\$	1,800.00
(4)	3 inch	\$	2,800.00

Article A7.000 Utilities

Section A7.002	Water Rates	Amount
	(5) 4 inch	\$ 3,200.00
	(6) 6 inch	\$ 4,000.00
D.	Meter fees	
	(1) 3/4 inch	\$ 350.00
	(2) 1 inch	\$ 480.00
	(3) 2 inch	\$ 1,080.00
	(4) 3 inch	\$ 2,500.00
	(5) 4 inch	\$ 3,050.00
	(6) 6 inch	\$ 7,000.00

Section A7.003 Sewer Rates Amount

A.	Residential sewer rates			
	In City		Out of City	
Usage, Gallons	Rate	Senior	Rate	Senior
0 to 1,500	\$ 35.89	\$ 25.89	\$ 53.83	\$ 43.83
1,501 to 3,000	\$ 40.31	\$ 30.31	\$ 69.46	\$ 59.46
3,001 to 6,000	\$ 55.05	\$ 45.05	\$ 90.08	\$ 80.08
6,001 to 10,000	\$ 73.79	\$ 63.79	\$ 110.69	\$ 100.69
10,001 to 25,000	\$ 87.53	\$ 77.53	\$ 131.30	\$ 121.30
25,001 and over	\$ 101.27	\$ 91.27	\$ 151.91	\$ 141.91

B.	Commercial sewer rates			
Usage, Gallons	In City Rate		Out of City Rate	
0 to 1,500	\$ 50.49		\$ 75.73	
1,501 to 3,000	\$ 7.24		\$ 10.87	
3,001 to 6,000	\$ 7.82		\$ 11.73	
6,001 to 10,000	\$ 8.36		\$ 12.55	
10,001 to 15,000	\$ 8.92		\$ 13.38	
15,001 to 25,000	\$ 9.46		\$ 14.18	
25,001 and up	\$ 10.06		\$ 15.08	

Commercial tier rate is per 1,000 gallons

Article A7.000		Utilities	
Section A7.003		Sewer Rates	Amount
C.	Sewer connection/tapping fees		
	(1)	4 inch	\$ 1,700.00
	(2)	6 inch	\$ 1,850.00
	(3)	8 inch	\$ 1,950.00
	(4)	10 inch	\$ 2,050.00
Section A7.004		Stormwater fees	
A.	Application Fee		
	(1)	Construction Site Stormwater Management	\$ 100.00
B.	Inspections		
	(1)	Construction Site - Initial Inspection fee	\$ 125.00
	(2)	Construction Site - Re-Inspection, per inspection	\$ 75.00
	Fees assessed as a result of non-compliance, failure to perform as required by notice of permit		
C.	Administrative fees for non-compliance		
	(1)	Notice of violation	\$ 150.00
	(2)	Stop work order	\$ 150.00

City of Aubrey
FY2026 Comprehensive Schedule of Fees

Article A8.000		Development Fees
Section A8.001	Planning and zoning fees	Amount
A.	Preliminary plat - single-family residential	\$ 550.00
	(1) Plus per lot fee	\$ 20.00
	(2) Third submittal and subsequent submittals	\$ 250.00
B.	Preliminary plat - commercial and multifamily	\$ 600.00
	(1) Plus per acre fee	\$ 25.00
	(2) Third submittal and subsequent submittals	\$ 250.00
C.	Final plat - single-family residential	\$ 650.00
	(1) Plus per lot fee	\$ 20.00
	(2) Third submittal and subsequent submittals	\$ 250.00
D.	Final plat - commercial and multifamily	\$ 700.00
	(1) Plus per acre fee	\$ 25.00
	(2) Third submittal and subsequent submittals	\$ 250.00
E.	Minor plat	\$ 500.00
	(1) Third submittal and subsequent submittals	\$ 250.00
F.	Replat	
	(1) Single-family residential	\$ 550.00
	(i) Plus per lot fee	\$ 20.00
	(ii) Third submittal and subsequent submittals	\$ 250.00
	(2) Commercial and multifamily	\$ 600.00
	(i) Plus per acre fee	\$ 25.00
	(ii) Third submittal and subsequent submittals	\$ 250.00
G.	Amended plat	\$ 350.00
	(1) Plus per lot fee	\$ 20.00
	(2) Third submittal and subsequent submittals	\$ 150.00
H.	Plat vacation	\$ 250.00
	(1) Plus per lot fee	\$ 20.00
	(2) Third submittal and subsequent submittals	\$ 20.00
I.	Zoning change and review fee (plus letters)	\$ 700.00
	(1) Letter fee, per letter	\$ 10.00

Article A8.000	Development Fees	
Section A8.001	Planning and zoning fees	Amount
	(2) Certified letter, each	\$20.00
J.	Zoning verification letter	\$ 50.00
K.	Plat filing fee	\$ 200.00
L.	Plan review by city engineer (when not covered by a professional services agreement)	
	(1) Preliminary plat	\$ 250.00
	(2) Final plat	\$ 500.00
	(3) Drainage plan, downstream assessment	\$ 500.00
	(4) Traffic impact analysis	\$ 500.00
M.	Annexation petition	\$ 500.00
	(1) Plus additional expenses incurred by city from third-party consultants	
	(2) All fees due and payable prior to final deannexation	
N	Site plan application	\$ 500.00
O.	Deannexation petition (state law)	\$ 500.00
	(1) Plus additional expenses incurred by city from third-party consultants	
	(2) All fees due and payable prior to final deannexation	
P.	Variance application (non-refundable)	\$ 350.00
	(1) Plus per lot fee	\$ 10.00
	(2) Plus a certified mail fee per letter	\$ 10.00
Q.	Specific use permit application fee	\$ 500.00
R.	Application completeness review fee	\$ 500.00
S.	Legal notices (published)	\$ 150.00
T.	Certified letters	\$20.00

City of Aubrey
FY2026 Comprehensive Schedule of Fees

Article A8.000 Development Fees		Amount
U.	Conditional use permit application	
	(1) Construction trailer, sales trailer, etc.	\$ 250.00
	(2) Initial inspection	\$ 100.00
	(3) Final inspection	\$ 100.00
	(4) Any additional inspections not noted herein (electrical, plumbing, etc.) per inspection	\$ 100.00
V.	Mobile home park application fee	\$ 300.00
W.	Professional fees	
	(1) City may assess to a developer, subdivider or applicant the actual costs incurred by the city for engineering fees, legal fees, planner fees, and other third-party consulting fees incurred by the city that are associated with the review and evaluations of a preliminary plan application, plat, or other development applications. The payment of these fees shall be a condition of plat approval and development approval and shall be a prerequisite to the acceptance of any improvements or the issuance of construction or building permits.	
	(2) All fees or charges shall be paid in advance, and the city may request that the developer post a deposit to secure the payment of anticipated expenses and fees. No action of the planning and zoning commission or board of adjustment or any other board, commission or agency shall be valid until the fees or charges have been paid.	
	(3) An application, including a preliminary plan application and a plat application, shall not be deemed as filed or otherwise submitted to the city for approval until a deposit has been furnished to the city by the applicant in the amount of professional fees that are reasonably anticipated to be incurred by the city in the review and evaluation of the application.	

Article A8.000	Development Fees	
Section A8.002	Public infrastructure inspection fees	Amount
A.	This fee is associated with city public infrastructure, including but not limited to all city-owned utilities, roadway pavement, sidewalks, and other public improvements or otherwise negotiated by contract or agreement.	
	(1) Infrastructure inspection fee per hour, two hr. minimum	\$ 95.00
	(2) After hour rate is 1.5 times the infrastructure rate	
	(3) Grading - One hour per 250 square feet, per square feet	\$ 0.36
	(4) Paving improvements - One hour per 250 square feet, fee per square feet	\$ 0.36
	(5) Sidewalk improvements - One hour per 250 square feet, fee per square feet	\$ 0.36
	(6) Buffer walls and retaining walls - One hour per 250 square feet, fee per square feet	\$ 0.36
	(7) Drainage improvements - One hour per 25 linear feet, fee per linear feet	\$ 0.90
	(8) Water and sewer improvements - One hour per 100 linear feet, fee per linear feet	\$ 0.90
	(9) Treatment and pumping facilities - hourly rate with actual hours quoted on project specific basis for actual services provided.	
B.	Notwithstanding the foregoing, the rates of third-party consultants shall be charged at their contracted rates.	

City of Aubrey
FY2026 Comprehensive Schedule of Fees

Article A9.000	Network Nodes Fees	
Section A9.001	Network Nodes Fees	Amount
A.	Network node application fee (1-5 network nodes)	\$ 500.00
	(1) Each additional network node after 5)	\$ 250.00
	(2) Fee per node support pole	\$ 1,000.00
	See Code section 3.10.323(g)	
B.	Network node annual rate, per network node	\$ 250.00
	See Code section 3.10.328(a)	
C.	Monthly transport facilities fee	\$ 28.00
	Fee multiplied by the number of the network provider's network nodes located in the public right-of-way for which the installed transport facilities provide backhaul, until the time the network provider's payment exceeds its monthly aggregate per month compensation to the city.	
D.	Collection fee, per year, per service pole	\$ 20.00
	See Code section 3.10.329(f)	

Article A10.000 Third-Party Consulting Fees

Section A10.001 Third-Party Consulting Fees

- A. All fees for city consulting professional services such as engineering, legal, planning, and any other professional services needed to review, inspect, or consult upon any plan, plat, subdivision, or any and all development of land, shall be passed through to each applicant, respectively, for the professional services provided by the city based on the nature of the application. Developers will be required to enter into a professional services agreement and post a deposit with the city as determined by the city manager. Applicants will be billed according to the actual rates paid by the city to the city's third-party consultants, pursuant to the city's contractual obligations with each third-party consultant. Such accrued and invoiced consulting fees shall prevent an application for plan, plat, subdivision, or development from being advanced to the next step in the processing of applications.

City of Aubrey
FY2026 Comprehensive Schedule of Fees

Article A11.000	Library Fees	
Section A11.001	Library Fees	Amount
A.	Lost/damaged circulation items (books, DVD's, CD-audio, etc.)	Actual
B.	Replacement library card	\$ 1.00
C.	Library annual membership (non-county residents)	\$ 50.00
D.	Circulation item late fee - max fee charged per item after 30-day grace period	\$ 5.00
E.	Copies	
	(1) Black and white, per page	\$ 0.10
	(2) Color, per page	\$ 0.25

City of Aubrey
FY2026 Comprehensive Schedule of Fees

Article A12.000	Animal Control Fees	
Section A12.001	Animal Control Fees	Amount
A.	Animal impoundment fee, per each impoundment	\$ 75.00
B.	Boarding fee per day or portion thereof	\$ 18.00
C.	Registration fee per domestic pet	\$ 5.00
D.	Trapping fee per trapped animal in private trap No cost for animals trapped in AAAC traps	\$ 75.00
E.	Flea/tick treatment	\$ 20.00
F.	Rabies quarantine	\$ 400.00
G.	Rabies testing/shipment based on size/weight for medical prep and shipping costs (\$160.00 to \$270.00)	Varies
H.	Court/cruelty hold based on actual veterinarian costs estimated \$125.00 to \$700.00	Varies
I.	Court boarding per day or portion thereof	\$ 25.00

City of Aubrey
FY2026 Comprehensive Schedule of Fees

Article A13.000	Parks and Community Facilities Fees	
Section A13.001	Parks and Community Facilities Fees	Amount
A.	Community center rental deposit refundable if criteria met	\$ 250.00
B.	Community center rental fee per hour Aubrey residents in city limits	\$ 40.00
C.	Community center rental fee per hour Outside city limits Aubrey residents	\$ 50.00
D.	Community center rental for Corporate and Organizations	\$60.00
E.	Administrative processing fee	\$ 15.00
F.	Administrative fee for exceeding contract time (per hour) Staffing charge	\$ 50.00 \$ 50.00
G.	Cleaning fee	\$ 250.00
H.	Facility or equipment damage - actual cost plus percentage	10%
I.	Replacement key card	\$ 15.00
J.	Security application fee	\$ 20.00
K.	Leslie Park pavilion rental for 2-hour block of time	\$ 25.00
L.	Matthews Park pavilion rental for 2-hour block of time	\$ 25.00
M.	Pickleball court tournament rate (per day)	\$ 100.00
N.	Basketball court event rate (per day)	\$ 100.00
O.	Veterans Pavilion rental	\$50.00
P.	Winn Ridge First Responders Park Pavilion Rental per 2 - hour block	\$50.00

City of Aubrey
FY2026 Comprehensive Schedule of Fees

Article A14.000	Historic Preservation	
Section A14.001	Historic Preservation	Amount
A.	Certificates of appropriateness applications for designation of a historic landmark or district	\$ 75.00
B.	Certificates of appropriateness applications for demolition	\$ 100.00



**City Council Meeting
Staff Report
February 26, 2026**

Agenda Item

Second Reading of MDD Property Purchase and District Project: Authorizing the purchase of real property at 500 S Main Street for \$205,000 plus fees and closing costs.

Staff Contact

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940-440-9343

Summary

This is the second reading and consideration for approval of the Aubrey Municipal Development District Board of Directors to purchase real property located in downtown Aubrey, Texas, to promote and develop new and expanded business enterprises in the City. The District intends to use funds on hand to complete the purchase of the property for \$205,000, plus fees and closing costs.

Financial Summary

The Aubrey MDD will spend \$205,000 plus fees and closing costs from its funds on hand for the purchase.

Staff Recommended Action

Staff Recommended Motion



**City Council Meeting
Staff Report
February 26, 2026**

Agenda Item

Consideration and action on appointing and/or removing members to the Aubrey Area Library Advisory Board.

Staff Contact

Brittany McLain, Library Manager
bmclain@aubreytx.gov
940-365-9162

Summary

There is currently a vacancy on the Aubrey Area Library Advisory Board. Candace Crowe was recommended unanimously by the Board.

Financial Summary

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to (appoint/table/deny) Candace Crowe to the Aubrey Area Library Advisory Board.



**City Council Meeting
Staff Report
February 26, 2026**

Agenda Item

Consideration and action on a Professional Planning Services Agreement with Westwood Professional Services, Inc. for an update to the Aubrey Downtown Masterplan in the amount not to exceed \$54,400, and authorize the City Manager to execute the agreement.

Staff Contact

Leanne Wilson, Assistant City Manager
lwilson@aubreytx.gov

Summary

The current downtown masterplan was approved in 2015.

This project will update the plan and create a fresh new document building on the past plan and looking ahead in the future. The scope of services includes four major areas:

1. Baseline Data & Recommendations Update — an updated version of the existing plan will be produced, including the introduction and background, and existing condition assessment sections with the latest available data from the new comprehensive plan. A new section will be added to update the community on the implementation process to date, as well as incorporate the progress into the options and recommendations provided in the 2015 downtown plan.
2. Visual Refresh — a new visual identity will be created, building off the visual themes, images, and renderings provided in the 2015 downtown plan. Updates will include existing and precedent images, and new renderings incorporating the latest existing conditions overlaid with 3D graphics.
3. Regulatory Tools for Downtown — recommendations for multiple regulatory tools to incentivize and manage investment in downtown, such as business improvement districts, design guidelines, and/or zoning changes will be included. Westwood will work to develop a tool that can be adopted and utilized within a short amount of time.
4. Implementation Strategy — an updated implementation strategy for the downtown plan will be developed. It will include specific and prioritized actions, with responsible parties, ROM cost, funding, and timeline identified.

Financial Summary

Funds are available for this project with the 2025 Bond.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to (approve, table, or deny) the professional services agreement.

February 18, 2026 (Revised)
Project No.: 0077709.00

Ms. Leanne R. Wilson
Assistant City Manager
CITY OF AUBREY
107 South Main Street
Aubrey, Texas 76277

Re: Professional Comprehensive Planning Services
AUBREY DOWNTOWN MASTERPLAN
Aubrey, Denton County, Texas

Dear Ms. Wilson:

Westwood Professional Services, Inc. is pleased to submit this proposal to provide professional comprehensive planning services relating to the referenced project. It is our understanding the project consists of updating the City of Aubrey's Downtown Masterplan.

Based on our preliminary discussions and the information received to date, our perception of the project is described in the attached documents:

- General Conditions of Agreement;
- Exhibit A – Scope of Services;
- Exhibit B – Compensation and Method of Payment;
- Exhibit C – Insurance; and
- Exhibit D – Schedule

Westwood Professional Services, Inc. is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If the proposed agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,



Clay Riggs, P.E., CFM

TAW/jmc

These **General Conditions of Agreement** for the **Aubrey Downtown Master Plan** (the “**Project**”), together with the attached Exhibits and any amendments hereto, are an agreement (collectively, the “**Agreement**”) between **City of Aubrey** (“**Client**”), a **Texas Governmental Entity**, and **Westwood Professional Services, Inc.** (“**Westwood**”), a Texas corporation. Client and Westwood are each a “**Party**” and collectively, the “**Parties**” to this Agreement dated **February 18, 2026** (the “**Effective Date**”).

1.01 BASIC AGREEMENT

In exchange for the mutual covenants and promises contained in this Agreement and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree that Westwood shall provide, or cause to be provided, the professional services (the “**Services**”) set forth in this Agreement for Client in exchange for payment contemplated herein. In addition, Westwood shall provide drawings, specifications, plans, designs, work product, and other items and materials as described in this Agreement (the “**Deliverables**”).

2.01 SCOPE AND RESPONSIBILITIES

- A. *Westwood.* Westwood shall perform Services for the Project as set forth in the Scope of Services & Fee Proposal, attached and incorporated by reference herein as **Exhibit “A”**, in accordance with the terms of this Agreement and consistent with the Project Schedule, attached and incorporated by reference herein as **Exhibit “E”**. Westwood reserves the right to augment its staff with employees and/or consultants as it deems appropriate to assist in the performance of Services for the Project due to Project logistics, scheduling issues, and/or market conditions. The Deliverables and all other documents, software, data, intellectual property, and other work products created, developed, produced, delivered, performed, and/or provided by Westwood, whether in hard copy or in electronic form, are instruments of service (“**Instruments of Service**”) for this Project, whether the Project is completed or not.
- B. *Client.* In addition to the other responsibilities described in this Agreement and/or imposed by law or in equity, Client shall have the following obligations:
1. Provide all information and criteria as to Client’s requirements, objectives, and expectations for the Project, including all numerical criteria that Client expects Westwood and its consultants, if any, to meet, including all standards of development, design, and/or construction.
 2. Provide Westwood all previous studies, plans, and/or other documents pertaining to the Project, including but not limited to the contract with the property owner (the “**Prime Contract**”), if any, and all applicable data requested by Westwood.
 3. Arrange for reasonable access to the Project site and other private or public property, including any easements or other authorizations as required for Westwood to provide the Services.
 4. Review all documents and/or oral reports presented by Westwood and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services for the Project.
 5. Apply for and furnish applicable approvals, licenses, and/or permits from governmental authorities having jurisdiction over the Project.
 6. Furnish certifications and/or consents from other entities as may be necessary from time to time and in accordance with Section 10.01.C herein.

7. Be responsible for obtaining from others such independent accounting, legal, insurance, cost estimating, and overall feasibility services as Client may desire for the Project.
8. Comply with all applicable safety guidelines at the Project site at its own expense.
9. Give reasonably prompt written notice to Westwood whenever Client becomes aware of any development that affects the scope, timing, and/or payment of Westwood's Services and/or any defect or noncompliance in any aspect of the Project.
10. Bear all costs incidental to the responsibilities of Client under this Agreement.

3.01 ADDITIONAL SERVICES

- A. The Parties recognize that the Project scope may change from time to time, and in such an event, Westwood may furnish services in addition to those set forth in the Scope of Services & Fee Proposal, if authorized by Client in writing.
- B. In such case(s), the Parties shall appropriately and reasonably adjust Westwood's Services, the Project Schedule, and compensation for such additional services. Specifically, Client shall pay Westwood for such additional services an amount equal to the cumulative hours charged to the Project by each class of Westwood's employees multiplied by the rates for each applicable billing class plus reimbursable expenses and Westwood's consultant charges, if any. Client shall also adjust the budget and anticipated design and construction milestones, if any, as necessary to accommodate such changes to the Project Schedule.

4.01 PAYMENT PROCEDURES

- A. *Compensation.* Client shall compensate Westwood for its Services as set forth in the Compensation & Method of Payment/Fee Schedule, attached and incorporated by reference herein as **Exhibit "B"**, including any subsequent amendments and/or change orders. Client shall pay Westwood as follows:
 1. *Hourly.* If the Services are agreed to be on an hourly basis, invoice amounts shall be in accordance with Westwood's Fee Schedule in effect at the time when the Services are performed. Westwood's standard hourly rates in the Fee Schedule shall be defined as an amount equal to the cumulative hours charged to the Project by Westwood's employees times standard hourly rates for each applicable billing class for all Services performed on the Project plus reimbursable expenses and Westwood's consultant charges, if any. Fee Schedule prices and rates are subject to change.
 2. *Lump Sum.* If the Services are agreed to on a lump sum basis, invoice amounts shall be an amount equal to the percent of each task's completion multiplied by the lump sum of the task plus reimbursable expenses and Westwood's consultant charges, if any.

Reimbursable expenses are defined as project-related internal expenses to Westwood actually incurred plus all invoiced external reimbursable expenses allocable to the specific project, the latter of which is multiplied by a factor of 1.15.

If applicable, when compensation to Westwood includes charges of Westwood's consultants, those charges shall be the amounts billed by Westwood's consultants to Westwood multiplied by a factor of 1.15. The consultant's reimbursable expenses and Westwood's factors include consultant overhead and profit associated with Westwood's responsibility for the administration of such services.

Fee estimates are included in the Scope of Services & Fee Proposal. Westwood may alter the distribution of compensation between individual phases of work to be consistent with Services actually rendered.

- B. *Preparation of Invoices.* Westwood will prepare a monthly invoice in accordance with Westwood's standard invoicing practices and submit the invoice to Client.
- C. *Payment of Invoices.* Invoices are due and payable within thirty (30) days of receipt.
- D. *Termination or Suspension of Services.* If Client fails to make any payment due to Westwood for fees, costs, or expenses within thirty (30) days of receipt of Westwood's invoice, such failure shall be considered substantial nonperformance and cause for termination in accordance with Section 9.01.B.2.iii of this Agreement. Alternatively, Westwood may suspend Services under this Agreement until Westwood has been paid in full for all amounts due and after giving seven (7) days advance written notice to Client. In the event of a suspension of Services, Westwood shall have no liability for delay or damage caused because of its suspension of Services. If Westwood resumes its Services after being paid all amounts due, the Project and Fee Schedules may be equitably adjusted, if necessary.
- E. *Payment Disputes.* Client shall provide written notification to Westwood within fourteen (14) days of receipt of the invoice should Client object to all or any part of the charges appearing on the invoice. Such written notice shall set forth, at a minimum, the specific portion of the invoice disputed, the amount disputed, and the alleged factual and legal basis for the dispute. The portion of the invoice not in dispute shall be paid by Client within thirty (30) days receipt of said invoice, and the disputed portion shall be resolved in accordance with Section 8.01 herein.

In no event shall Client withhold amounts from Westwood's compensation to impose a penalty or liquidated damages unless Westwood has been found liable for the amounts in a binding dispute resolution proceeding or lawsuit. Further, Westwood has the right to engage consultants to mitigate its damages, if needed.

- F. *Taxes.* Each Party shall be solely responsible for their own tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to this Agreement.
- G. *Attorney Fees.* In the event that Westwood must retain an attorney or collection agency due to Client's breach of this Agreement and/or to recover amounts due and owing to Westwood, including any additional services authorized by Client in writing pursuant to Section 3.01, Client shall be liable for all fees, costs, and expenses, including reasonable attorney fees, incurred regardless of whether an action is filed or not.
- H. *Interest.* Interest on any outstanding invoice balance past 30 days shall accrue at the rate of 1.25% per month or the highest rate permitted by law. Payments will be credited first to interest and then to principal.
- I. *Fee Adjustment.* In the event the term of this Agreement extends beyond a year, the fees set forth in this Agreement shall be subject to annual adjustment, effective on January 1st of each additional year. Westwood may increase its rates by the lesser of (a) five (5%) percent or (b) the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, for the preceding twelve (12) month period, as published by the U.S. Bureau of Labor Statistics. Westwood shall provide written notice of any such adjustment no less than thirty (30) days prior to

the effective date. Adjusted fees shall apply only to Services performed after the effective date of the adjustment.

5.01 INTELLECTUAL PROPERTY

- A. *Ownership and License.* Upon Westwood's receipt of full payment for the Deliverables and/or Instruments of Services, Client shall be the owner of all right, title, and interest in and to any and all Deliverables and/or Instruments of Service. Provide, however, that Westwood shall retain any ownership, copyright, and property interests in its standard systems, sections, details and specification.
- B. *Reuse.* Deliverables and/or Instruments of Service are not intended or represented to be suitable and are not licensed to Client for reuse, change, or alteration on extensions of the Project or on any other project without the express written permission of Westwood. Any unauthorized use of the Deliverables and/or Instruments of Service will be at the Client's sole risk without legal exposure or liability to Westwood.

6.01 GENERAL CONSIDERATIONS

- A. *Standard of Care.* The standard of care ("**Standard of Care**") for all Services performed or furnished by Westwood under this Agreement will be the care and skill ordinarily used by members of Westwood's profession practicing under similar circumstances at the same time and in the same locality. Westwood shall perform its Services as expeditiously as is consistent with such professional skill and care and in accordance with the orderly progress of the Project.
- B. **DISCLAIMER OF WARRANTIES AND GUARANTEES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.01.A ABOVE, WESTWOOD MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO WESTWOOD'S SERVICES UNDER THIS AGREEMENT. WESTWOOD HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THESE SERVICES AND THIS DISCLAIMER EXTEND TO ALL WESTWOOD DELIVERY SERVICES, SOFTWARE, DATA, AND ALL OTHER WESTWOOD WORK PRODUCT AND INTELLECTUAL PROPERTY. FURTHER, WESTWOOD NEITHER GUARANTEES THE PERFORMANCE OF ANY THIRD PARTY, INCLUDING CONTRACTORS, USING THE DELIVERABLES OR SERVICES NOR ASSUMES ANY RESPONSIBILITY FOR ANY THIRD PARTY'S FAILURE TO FURNISH OR PERFORM ANY WORK THAT USES THE DELIVERABLES OR SERVICES.**
- C. *Compliance with Laws.* The Parties will apply the Standard of Care identified in Section 6.01.A and will comply with applicable laws, codes, regulations, and ordinances in effect during the term of this Agreement, which to the best of each Party's knowledge, information, and belief, apply to each Party's respective obligations.
- D. *Right of Entry.* Client grants to Westwood, and, if the Project site is not owned by Client, shall obtain permission for, a reasonable right of entry, access, and/or easement from time to time by Westwood, its employees, agents, and/or consultants upon the Project site for the purpose of providing the Services. Upon written request and approval by Westwood, Westwood may assist Client in obtaining necessary permits and/or licenses related to rights of entry and/or easements in

order for Westwood and Westwood's consultants, if any, to adequately access and perform Services at the Project site under this Agreement.

- E. *Underground Data and Investigative Equipment.* Client shall advise and provide Westwood with all information and data in its possession concerning the type and location of all underground utilities, both public and private, as applicable. Client recognizes that the use of investigative equipment and practices may unavoidably alter the existing Project site conditions and affect the environment in the area being studied despite the use of reasonable care. To the extent allowed by Texas law, Client shall indemnify and hold Westwood harmless from claims for damages caused by reasons of Westwood's provision of Services under this Section.
- F. *Reliance on Client-Provided Data.* Client shall be responsible for—and Westwood and its consultants, if any, may use and/or rely upon—the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client or Client's consultants, if any, including but not limited to Client's contractors, manufacturers, and/or suppliers (collectively, "**Client-Provided Data**"). Westwood may use such Client-Provided Data in performing or furnishing the Services under this Agreement, and Westwood shall coordinate the Services with the work provided by Client and/or Client's consultants for the Project.
- G. *Corrections.* Within 60 days of delivery, if Client reasonably and timely notifies Westwood in writing of a deficiency(ies) with Westwood's Services, Deliverables, and/or Instruments of Service, Westwood—as Client's sole and exclusive remedy—shall correct such deficiency(ies) without additional compensation to Client within 60 days after Westwood's receipt of Client's written notice, except to the extent such action is directly attributable to deficiencies in Client-Provided Data. If for any reason Westwood is not able to correct such deficiency(ies) within 60 days after Westwood's receipt of Client's written notice under this Section, Westwood will notify Client and will advise in writing the timeframe needed to correct the deficiency(ies) as expeditiously as possible.
- H. *Responsibility for Others.* Westwood shall not be responsible for the acts, errors, or omissions of any consultant(s), contractor(s), subconsultant(s), subcontractor(s), and/or supplier(s), or of any of their agents or employees or any other persons (except Westwood's own employees or those for whom Westwood is legally responsible) furnishing or performing any work or for any decision made on interpretations or clarifications of Deliverables or Instruments of Service without the consultation and advice of Westwood.
- I. *Intentionally Omitted.*
- J. *Hazardous Environmental Conditions.* The Parties acknowledge this Agreement does not include any Services related to a hazardous environmental condition. Such conditions include, but are not limited to the presence of, asbestos, polychlorinated biphenyls, petroleum, toxic substances or waste, and/or radioactive materials (collectively, "**Hazardous Environmental Conditions**"). If Westwood or any other entity or individual encounters a Hazardous Environmental Condition, Westwood may, at its option and without liability for consequential, liquidated, or any other damages, suspend performance of Services on the portion of the Project affected thereby until Client (i) retains an appropriate specialist consultant and/or contractor to identify and, as appropriate, abate, remediate, and/or remove the Hazardous Environmental Condition and (ii) warrants that the site is in full compliance with applicable laws, codes, regulations, and ordinances then in effect, if any. Westwood shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons or property to any such Hazardous Environmental Condition in any form at the Project site.

- K. *Substitutions.* Westwood shall not be responsible for Client's directive, substitution, or acceptance of non-conforming work at the Project that is made or given without Westwood's written approval.

7.01 ALLOCATION OF RISKS

A. ***INDEMNITY BY WESTWOOD.*** TO THE FULLEST EXTENT PERMITTED BY LAW, WESTWOOD SHALL INDEMNIFY AND HOLD HARMLESS (BUT SHALL NOT DEFEND) CLIENT, CLIENT'S OFFICERS, DIRECTORS, PARTNERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS FOR COSTS, LOSSES, OR DAMAGES TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF WESTWOOD OR WESTWOOD'S OFFICERS, DIRECTORS, PARTNERS, OR EMPLOYEES IN THE PERFORMANCE OF WESTWOOD'S OBLIGATIONS UNDER THIS AGREEMENT. IN NO EVENT SHALL WESTWOOD'S INDEMNITY OBLIGATIONS EXTEND BEYOND ANY APPLICABLE ANTI-INDEMNITY STATUTE OR THE LIMITS OF LIABILITY CONTEMPLATED IN SECTION 7.01.C BELOW.

B. ***INDEMNITY BY CLIENT.*** TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS (BUT SHALL NOT DEFEND) WESTWOOD, WESTWOOD'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND WESTWOOD'S CONSULTANTS, IF ANY, FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS FOR COSTS, LOSSES, OR DAMAGES TO THE EXTENT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF CLIENT OR CLIENT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, OR CLIENT'S CONSULTANTS IN THE PERFORMANCE OF CLIENT'S OBLIGATIONS UNDER THIS AGREEMENT.

C. *LIMITATION OF LIABILITY.*

1. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THIS AGREEMENT TO CLIENT AND WESTWOOD, THE RISKS HAVE BEEN ALLOCATED SUCH THAT CLIENT AGREES, TO THE FULLEST EXTENT OF THE LAW AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF WESTWOOD AND WESTWOOD'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH, OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ACTS, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, OF WESTWOOD OR WESTWOOD'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONSULTANTS, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY WESTWOOD UNDER THIS AGREEMENT OR \$1,000,000.00, WHICHEVER IS GREATER.
2. FURTHER, WESTWOOD'S TOTAL LIABILITY TO CLIENT AND ANYONE CLAIMING BY, THROUGH, OR UNDER CLIENT FOR ANY COST, LOSS,

OR DAMAGES CAUSED IN PART BY THE NEGLIGENCE OF WESTWOOD AND IN PART BY THE NEGLIGENCE OF CLIENT OR ANY OTHER NEGLIGENT ENTITY OR INDIVIDUAL SHALL NOT EXCEED THE PERCENTAGE SHARE THAT WESTWOOD'S NEGLIGENCE BEARS TO THE TOTAL NEGLIGENCE AT ISSUE.

- 3. IT IS INTENDED BY THE PARTIES THAT THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT SUBJECT WESTWOOD'S INDIVIDUAL SHAREHOLDERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OR EMPLOYEES TO ANY PERSONAL LEGAL EXPOSURE FOR THE RISKS ASSOCIATED WITH WESTWOOD'S SERVICES UNDER THIS AGREEMENT.**
- 4. UNDER NO CIRCUMSTANCES SHALL WESTWOOD BE LIABLE FOR EXTRA COSTS, DAMAGES, FEES, OR OTHER CONSEQUENCES DUE TO CHANGED CONDITIONS OR FOR THE FAILURE OF OTHER ENTITIES OR INDIVIDUALS TO PERFORM WORK IN ACCORDANCE WITH THE DESIGN PLANS AND SPECIFICATIONS.**

D. WAIVER OF CERTAIN DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES AGAINST THE OTHER, INCLUDING THEIR EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, AND INSURERS, ANY AND ALL CLAIMS FOR OR ENTITLEMENT TO INCIDENTAL, SPECIAL, CONSEQUENTIAL, LIQUIDATED, INDIRECT, EXEMPLARY, AND/OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, THE PROJECT, THE DELIVERABLES, INSTRUMENTS OF SERVICE, AND/OR EACH PARTY'S OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. THIS PROHIBITION EXTENDS TO ANY CLAIMS BY CLIENT OR A THIRD PARTY(IES) FOR LOSS OF PROFITS, REVENUE, OPPORTUNITY, GOOD WILL, COST OF SUBSTITUTE FACILITIES, GOODS, SERVICES, AND/OR COST OF CAPITAL.

8.01 CLAIMS AND DISPUTES

- A. *Notice.* In addition to the provisions of Section 4.01.F above regarding payment disputes, if any other dispute, controversy, or claim ("**Dispute**") should arise between the Parties relating to this Agreement, written notice of the Dispute shall be provided by the aggrieved Party to the other Party within 14 days of the instance giving rise to the Dispute.
- B. *Informal Dispute Resolution.* After written notice of a Dispute, the Parties shall attend an in-person meeting, or by remote means if mutually agreeable, in the county where the Project is located or at another mutually agreeable venue. Each Party shall designate at least one person with authority to act and bind the company on its behalf to attend the meeting in a good faith effort to resolve the Dispute and in a timely and cost-effective manner before any further escalation as detailed in this Section.
- C. *Mediation and Litigation.* Should any Dispute fail to resolve during the meeting required under Section 8.01.B, such Dispute shall be submitted to mediation in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. The Parties shall agree upon a mediator in the county where the project from which the Dispute arises is located or in another county if mutually agreed in writing by the Parties. The Parties shall split any mediation fee(s) payable to the mediator to conduct the mediation. The Parties shall each be responsible for and bear their own separate costs and fees for

the mediation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes. Should mediation fail, the Dispute shall be resolved by litigation to be held in the county where the Project is located or in another county if mutually agreed in writing by the Parties.

- D. *Subpoenas and Document Production.* In the event Westwood is asked or forced through subpoena, deposition, or otherwise to participate in a dispute resolution proceeding between Client and a third-party(ies), including but not limited to providing trial and pre-trial testimony and searching, reviewing, and/or producing documents, Westwood shall recover its costs, fees, and expenses (including its attorney fees) and be compensated for all time spent at the highest rate provided in **Exhibit “B”**.
- E. *Prevailing Party.* In the event of a Dispute, mediation, arbitration, or litigation related to the enforcement of this Agreement, the prevailing party shall be entitled to reimbursement of its reasonable attorney fees, expenses, and costs in bringing or defending the action. As used herein, a **“Prevailing Party”** means the party that is afforded the greater relief (whether affirmatively or by means of a successful defense) with respect to the totality of claims, including counterclaims and crossclaims, if any, and having the greatest value or importance as determined by the court, mediator, or arbitrator(s) allowing for all of the claims and defenses asserted. In claims for money damages, the total amount of recoverable attorney fees, expenses, and costs shall not exceed the net monetary award or judgment of the prevailing party.
- F. *Consolidation/Joinder.* The Parties agree to consolidation and/or joinder with another pending dispute resolution proceeding, if any, to the extent such consolidation and/or joinder (i) substantially involves common questions of law or fact; (ii) is in the interest of justice or is otherwise necessary to afford complete relief to the Parties hereto; and (iii) is permitted by the judge, arbitrator, mediator, or other decision maker in the other dispute resolution proceeding. The Parties consent to consolidation and/or joinder under this Section even if the other dispute resolution proceeding is in a venue not provided for in this Agreement and/or otherwise is not selected by the Parties hereto.
- G. *Performance.* Client shall continue its payment obligations in accordance with this Agreement during the pendency of any dispute resolution proceedings, including informal dispute resolution, mediation, arbitration, and/or litigation.

9.01 TERM AND TERMINATION

- A. *Term.* This Agreement shall commence on the Effective Date and remain in full force and effect for a period of one (1) year after Westwood’s completion of Services. This Agreement may be renewed by mutual written agreement of the Parties.
- B. *Termination.* This Agreement may be terminated:
 - 1. By either Party upon 30 days written notice in the event of failure by the other Party to perform in accordance with the Agreement’s terms through no fault of the terminating party.

Notwithstanding the foregoing, this Agreement will not terminate as a result of a failure to perform in accordance with the Agreement if the Party receiving a notice of failure to perform begins within seven (7) days of receipt of such notice to correct its failure and proceeds diligently to cure such failure within 30 days of receipt of said notice;

provided, however, that if and to the extent such failure cannot be reasonably cured within such 30 day period, and if such Party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. By Westwood:

- i. Upon seven (7) days written notice if Westwood believes that Westwood is being requested by Client to furnish or perform services contrary to Westwood's responsibilities as a licensed professional;
- ii. Upon seven (7) days written notice if Westwood's Services for the Project are delayed or suspended for more than 90 days for reasons beyond Westwood's control; or
- iii. Upon seven (7) days written notice if Client fails to make any payment due to Westwood in accordance with this Agreement.

Westwood shall have no liability to Client as a result of such termination in this Section.

3. In the event of a termination of this Agreement, the terminating Party may set the effective date of termination at a time up to 30 days later than would otherwise be provided to allow Westwood time to demobilize personnel and equipment from the Project site; to complete tasks providing value that would otherwise be lost; to prepare notes as to the status of completed and uncompleted tasks; and/or to assemble Project materials in orderly files. Westwood shall be compensated for the time required to complete such tasks.

10.01 MISCELLANEOUS PROVISIONS

- A. *Insurance.* Westwood shall maintain insurances during the term of this Agreement as indicated in **Exhibit "C"**, attached and incorporated by reference herein.
- B. *Independent Contractor.* Nothing contained in this Agreement shall be construed to mean that Westwood and Client are engaging in an employer/employee relationship, joint venture, agency, fiduciary relationship, or partnership. The Parties shall at all times be and remain independent contractors of one another. Except as expressly agreed by the Parties in writing, neither Party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect whatsoever. Neither Party shall have any obligation or duty to the other Party except as expressly and specifically set forth herein, and no such obligation or duty shall be implied by or inferred from this Agreement or the conduct of the Parties hereunder.
- C. *Successors and Assigns.* The Parties and the partners, successors, executors, administrators, and legal representatives of each Party are each hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Party may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) under this Agreement without the written consent of the other.

- D. *No Third-Party Rights.* This Agreement shall not create any rights or benefits to entities other than to Client and Westwood, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Client and Westwood. No third party shall have the right to rely on Westwood's Deliverables, Instruments of Service, or opinions rendered in connection with the Services without the written consent of Westwood and the third party's agreement to be bound to the same conditions and limitations as Client.
- E. *Force Majeure.* An event of force majeure ("**Force Majeure**") occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations under this Agreement. An event of Force Majeure includes, without limitation, floods, hurricanes and other adverse weather conditions, war, riot, civil disorder, acts of terrorism, disease, epidemic, pandemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or the inability to provide a safe working environment.

In the event of a Force Majeure, the obligations of Westwood to perform Services shall be suspended for the duration of the event of Force Majeure. In such event, Westwood shall be compensated for time expended and expenses incurred during the event of Force Majeure, and the Project Schedule shall be equitably extended by a like number of days as the event of Force Majeure.

If Services are suspended for 30 days or more, Westwood may, in its sole discretion and upon five (5) days prior written notice, terminate this Agreement, the amendments hereto, if any, the affected change order(s), if any, or any of the above. In the case of such termination, and in addition to the compensation and time extension set forth above, Westwood shall be compensated for all reasonable termination expenses.

- F. *Choice of Law.* This Agreement and any disputes arising out of or relating hereto and/or to this Agreement, its formation, and/or the Exhibits hereto shall be governed by the laws of the State of Texas.
- G. *Survivability.* Sections 5.01, 6.01.A-B, 7.01, and 8.01 included in this Agreement shall survive this Agreement's completion or termination for any reason.
- H. *Invalidity.* Any provision or part of this Agreement held to be invalid, void, or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties. To the fullest extent permitted by law, the stricken portion shall be revised to the extent necessary to make that provision legal and enforceable and shall give effect to the Parties' intentions and purposes in executing this Agreement.
- I. *Conflicting Provisions.* In the event the terms of these General Conditions conflict with the Agreement Exhibits, the Prime Contract, or any other applicable agreement, these General Conditions as between Client and Westwood shall govern unless the Parties expressly agree in writing otherwise.
- J. *Notices.* Any notice, request, demand, or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given (i) when delivered personally; by registered or certified mail, return receipt requested, postage prepaid; or by UPS/FedEx express courier service or (ii) when sent by e-mail with receipt confirmation requested, provided, that a hard copy of such notice shall also be sent in accordance with the methods described in clause (i) of this Section within two (2) business days of such email. All notices shall

be sent to the address set forth on the signature page of this Agreement or to such other address or person as may be designated by a Party in writing to the other Party pursuant to this Section.

- K. *Total Agreement.* This Agreement constitutes the entire Agreement between the Parties and supersedes all prior written or oral understandings regarding this subject. This Agreement may only be amended, supplemented, superseded, or modified by a mutually executed written instrument by both Parties. No waiver of any condition or of the breach of any term of this Agreement shall be deemed to be a further or continuing waiver of any such condition or of the breach of any term of this Agreement.
- L. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed to be one and the same instrument.

[Remainder of Page Left Intentionally Blank; Signature Page Follows]

The Parties hereto have executed this Agreement as of the Effective Date first indicated above.

CLIENT:
City of Aubrey

WESTWOOD:
Westwood Professional Services, Inc.

(Signature)

(Signature)

(Name – Printed)

(Name – Printed)

(Title)

(Title)

(Date)

(Date)

Client Address/Contact for giving notices:

Westwood Address/Contact for giving notices:

Westwood Professional Services, Inc.

C/O General Counsel

2805 North Dallas Parkway, Suite 150

Plano, Texas 75093

Email: legal@westwoodps.com

EXHIBITS:

- A Scope of Services & Fee Proposal**
- B Compensation & Method of Payment/Fee Schedule**
- C Insurance**
- D Project Schedule**

EXHIBIT 'A' – SCOPE OF SERVICES

AUBREY DOWNTOWN MASTERPLAN

PROJECT DESCRIPTION:

The project consists of updating the City of Aubrey's Downtown Masterplan (PROJECT).

BASIC SERVICES:

- A. **Baseline Data & Recommendations Update**
Westwood will produce an updated version of the existing Downtown Master Plan, including updating the existing "Introduction and Background" and "Existing Conditions Assessment" sections with the latest available data from the new comprehensive plan, as well as public and proprietary sources. We will also create a new section to update the community on implementation progress to date, as well as incorporate that progress into the options and recommendations provided in the 2015 downtown plan.
- B. **Visual Refresh**
Our team will build off of the visual themes, images, and renderings provided in the 2015 downtown plan to create a new visual identity (format, color scheme, branding, etc.) for the updated plan document, as well as updated existing and precedent images, and new renderings incorporating the latest existing conditions overlaid with 3D graphics.
- C. **Regulatory Tools for Downtown**
Westwood will recommend multiple regulatory tools to incentivize and manage investment in downtown, such as business improvement districts, design guidelines, and/or zoning changes. Whichever option(s) is selected by the City, Westwood can work with the City to develop it into a tool that can be adopted and/or utilized within a short amount of time.
- D. **Implementation Strategy**
Westwood will develop an updated implementation strategy for the downtown plan, with specific and prioritized actions, with responsible parties, ROM cost, funding, and timeline identified for each. This task will include one prioritization workshop with the City.

Services not included in this contract:

- *Construction inspection services*
- *As-built surveys of constructed improvements*
- *Public hearings or City Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*
- *Floodplain studies and permitting*
- *Boundary and topographic surveying*
- *Preliminary and final platting*
- *Zoning change assistance*
- *Site Plan layout*
- *Traffic and parking studies*
- *Demolition Plan*
- *Retaining wall design*
- *Design of screening walls, light pole bases, transformer or generator pads, hardscape features, pavers and/or site signage*
- *Detailed layout of walks and hardscape areas, including scoring patterns*
- *Design of any underfloor drainage systems or grading*
- *Design of french drain systems around the building perimeters*
- *Landscape Plan and Irrigation Plan*
- *Site Lighting Plan*
- *Signage Plan*
- *Off-site roadway, drainage, and utility extensions/improvements*
- *LEED pursuit*
- *Construction staking*

END OF EXHIBIT 'A'

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

AUBREY DOWNTOWN MASTERPLAN

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, Westwood shall be compensated a lump sum fee of \$54,400.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services

A. Baseline Data & Recommendation Update	\$13,000.00
B. Visual Refresh	\$14,300.00
C. Regulatory Tools for Downtown	\$ 9,500.00
D. Implementation Strategy	<u>\$17,600.00</u>
TOTAL	<u>\$54,400.00</u>

METHOD OF PAYMENT:

Westwood shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Westwood.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Westwood plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times Westwood's cost.

END OF EXHIBIT 'B'

EXHIBIT C

INSURANCE

Westwood shall, during the term of this Agreement, maintain the following insurances:

1. Commercial General Liability (occurrence form not less than):
 - \$2,000,000 General Liability
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$10,000 Medical Expense
2. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
 - \$1,000,000 Combined Single Limit
3. Umbrella
 - \$5,000,000 Aggregate
 - \$5,000,000 Each Occurrence
4. Workers Compensation and Employer's Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limit
 - \$1,000,000 Each Employee
5. Professional Liability
 - \$2,000,000 Per Claim
 - \$2,000,000 Aggregate

Professional Liability shall include prior acts coverage sufficient to cover the services performed under this Agreement and shall include limited contractual liability.

EXHIBIT 'D' – SCHEDULE

AUBREY DOWNTOWN MASTERPLAN

Activity	Estimated Duration (weeks)	Timeline from N.T.P. (weeks)
Notice-To-Proceed		-
Baseline Data & Recommendations Update	8	8 Weeks
Visual Refresh	8	8 Weeks
Regulatory Tools for Downtown	8	12 Weeks
Implementation Strategy	4	12 Weeks*

*Would not begin until market scan is complete.

Westwood is not responsible for delays beyond its control.

END OF EXHIBIT 'D'



**City Council Meeting
Staff Report
February 26, 2026**

Agenda Item

Consider and take action on the award/rejection of bids for the FM 428 Sewer Lift Station Improvements; and authorizing the Mayor or designee to execute necessary documents.

Staff Contact

Dean Rylant, Public Works Director
drylant@aubreytx.gov

Summary

The FM 428 Sewer Lift Station Improvements consist of furnishing and installing two submersible pumps and 4-inch discharged piping, along with emergency bypass connection, a metering manhole and a standby generator with all electrical and SCADA improvements.

The advertisement for bid proposal was completed in accordance with the City of Aubrey Purchasing Policy. Bids from general contractors were received and opened on February 17, 2026, for the FM 428 Sewer Lift Station Improvements project. There were three bids received for the Lift Station Improvement Project. The unit price proposals were tabulated. Each of the proposals received was evaluated and scored by the Proposal Review and Selection Committee, which included one (1) representative of the project engineer and two (2) representatives of the City.

In accordance with the proposal documents, the competitive sealed proposal evaluation criteria included scoring categories for proposal price (50%) and other offeror qualifications, including timelines and reference testimonials (50%). The proposal scoring summary is provided below,

Composite Proposal Ranking	Contractor	Bid Amount	Composite Total Points
1	Legacy Contracting LP	\$780,505	90.44
2	Mayim Municipal Builders, LLC	\$819,000	87.20
3	Standard Site Utilities, LLC	\$745,755	68.33

Based on the Review and Selection Committee's evaluation, the proposal submitted by Legacy Contracting, LP, received the highest point total, scoring 90.44 out of a maximum of 100 points. The proposal is for a base amount of \$780,505.

We have checked the statement of qualifications and the references provided and found no irregularities on the Contractor's part. Based on the information provided in the proposal, the Selection Committee believes that Legacy Contracting, LP, has the equipment and experience to pursue this project properly.

We recommend that the City accept the proposal from Legacy Contracting, LP, and award them a contract for the construction of the FM 428 Sewer Lift Station Improvements.

Financial Summary

This Project is part of the 2024 CIP Bond funds and developer contributions are funding the project.

Staff Recommended Action

Approve

Staff Recommended Motion

Motion to (award, table or deny) the bid from Legacy Contracting, LP, for the installation of the FM 428 Sewer Lift Station Improvements in an amount not to exceed \$780,505, and authorize the City Manager to execute the contract.

NOTICE TO BIDDERS

F.M. 428 LIFT STATION IMPROVEMENTS

Sealed bids will be received in the office of the City Secretary, City Hall, 107 S. Main Street, Aubrey, Texas 76227 until **10:30 A.M. Tuesday, February 17, 2026**, then publicly opened and read at the City Council Chamber, 226 Countryside Drive, Aubrey, Texas 76227 at 11:00 A.M., Tuesday, February 17, 2026, for furnishing all necessary materials, machinery, equipment, superintendence, and performing all work required for furnishing all materials, labor, supervision, tools, equipment, and all incidentals required for the construction of the F.M. 428 Lift Station Improvements project. The project consists of, but is not limited to, furnishing and installing two submersible pumps and 4-inch discharge piping, one emergency bypass connection, one 7-foot diameter metering manhole, standby generator, along with all associated electrical and SCADA improvements, as shown on the drawings, along with necessary appurtenances.

Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions. A Pre-Bid Conference will be held at the City of Aubrey Public Works Building, located at 510 Rockhill Road, Aubrey, Texas 76227, at 10:00 A.M., Thursday, February 5, 2026.

Award to the successful bidder will be made according to the factors listed in the Proposal of these Specifications. The successful bidder must furnish Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the total contract price from a Surety Company holding a permit from the State of Texas to act as Surety. Should the total contract price be less than \$25,000.00, no performance bond or payment bond will be required.

All lump sum and unit prices must be stated in both script and figures on the forms provided. The City of Aubrey reserves the right to reject any or all bids and to waive formalities. In case of ambiguity or lack of clearness in stating prices in the bids, the City of Aubrey reserves the right to consider the most advantageous construction thereof, or to reject the bid. Unreasonable (or "unbalanced") unit prices will authorize the City of Aubrey to reject any bid.

Bidders are required to submit a cashier's or certified check issued by a bank satisfactory to the City of Aubrey, or a Bid Bond (with proper Power of Attorney) from a surety licensed to do business in the State of Texas, payable without recourse to the City of Aubrey, in an amount not less than five (5%) percent of the total amount of the proposal submitted to insure that the successful bidder will enter into a contract and execute all necessary bonds within ten (10) days after notice of award of the contract to him. **This bid security must be included in the bid envelope for the bidder to be considered responsive.** The successful bidder will be required to furnish Performance, Payment and Maintenance Bonds as described in the bidding documents.

Plans, specifications, and bidding documents will be available on CIVCAST at www.civcastusa.com. They may also be purchased at the office of Birkhoff, Hendricks & Carter, L.L.P., located at 11910 Greenville Ave., Suite 600, Dallas, Texas 75243. The cost for the plans and specifications are \$35.00 per set (non-refundable). Bidding documents downloaded from plan rooms or third-party websites shall be at the Bidder's sole risk. No guarantee of receipt of addenda or clarifications will be made for third-party downloads. **Cooper Reinbold, P.E.** may be reached with general questions at (214) 361-7900. No questions will be answered from questions posted on CIVCAST.

CITY OF AUBREY, TEXAS

Advertisement Dates: Friday, January 30, 2026
Friday, February 6, 2026

Pre-Bid Conference: Thursday, February 5, 2026, at 10:00 a.m.

Questions Deadline: Tuesday, February 10, 2026

Addendum Deadline: Thursday, February 12, 2026

TABULATION OF BIDS				BID OF		BID OF		BID OF	
Date: February 17, 2026 @ 10:30 a.m.				Standard Site Utilities, LLC 713 E. Walnut Street Garland, TX 75040 Matthew Luetge 469-880-5848 mLuetge@standardsiteutilities.com		Legacy Contracting, LP dba Control Specialist Services LP 4916 E. Highway 380 Decatur, TX 76234 George Brown 940-626-1415 georgeb@csstex.com		Mayim Municipal Builders, LLC 1557 Edelweiss Dr. Allen, TX 75002 Robert Skinner 940-799-6994 robert@mayim-mb.com	
Project: City of Aubrey F.M. 428 Lift Station Improvements				BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS Dallas, Texas					
Item No.	Approximate Quantities	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
1	1	L.S.	For Mobilization, Bonds, Insurance & Shop Drawings (Max 5.0%)	\$35,000.00	\$ 35,000.00	\$38,500.00	\$ 38,500.00	\$40,355.00	\$ 40,355.00
2	1	L.S.	Remove & Dispose of Existing Pumps, Pump Bases, Discharge Elbows, Discharge Piping, and Float Switches	\$48,888.00	\$ 48,888.00	\$7,500.00	\$ 7,500.00	\$45,000.00	\$ 45,000.00
3	1	L.S.	For Furnishing All Labor, Materials, Tools & Equipment For F.M. 428 Lift Station Improvements, Complete In All Details, Including Site Preparation, Excavation, Site Grading, Metering Manhole, Flow Meter, Furnishing & Installing Submersible Pumps & Pump Accessories, Piping, Emergency Bypass Connection, Valves, Couplings, Fittings, Electrical Equipment, Replacement of Existing SCADA Panel (to be provided by WHECO Controls), Painting, Testing, & All Other Items Called For In The Bidding Documents To Be Furnished To Make The Lift Station Functional & Operational	\$507,777.00	\$ 507,777.00	\$559,305.00	\$ 559,305.00	\$604,000.00	\$ 604,000.00
4	1	L.S.	Furnish & Install Standby Generator Foundation	\$6,500.00	\$ 6,500.00	\$9,100.00	\$ 9,100.00	\$17,000.00	\$ 17,000.00
5	1	L.S.	Furnish & Install 80 kW Standby Generator, Including ATS, Load Bank, Testing & Making the Generator Functional & Operational	\$65,000.00	\$ 65,000.00	\$62,500.00	\$ 62,500.00	\$52,000.00	\$ 52,000.00
6	25	L.F.	Remove & Dispose of Existing 4-inch Force Main	\$100.00	\$ 2,500.00	\$135.00	\$ 3,375.00	\$90.00	\$ 2,250.00
7	25	L.F.	Furnish & Install 4-inch PVC DR25 Force Main Pipe with Embedment	\$200.00	\$ 5,000.00	\$350.00	\$ 8,750.00	\$350.00	\$ 8,750.00
8	19	L.F.	Remove & Dispose of Existing Chain Link Fence	\$30.00	\$ 570.00	\$50.00	\$ 950.00	\$280.00	\$ 5,320.00
9	51	L.F.	Furnish & Install Chain Link Fence	\$120.00	\$ 6,120.00	\$75.00	\$ 3,825.00	\$75.00	\$ 3,825.00
10	4	Tons	Furnish & Place 6-inch Mechanically Compacted Flexible Base on Geotextile Fabric	\$850.00	\$ 3,400.00	\$725.00	\$ 2,900.00	\$1,200.00	\$ 4,800.00
11	1	L.S.	Furnich Bypass Pumping Plan	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$7,000.00	\$ 7,000.00
12	1	L.S.	Implement, Maintain & Remove Bypass Pumping Plan, Complete In Place, Including Piping, Valves, Connections, & All Other Items Required to Make the Bypass System Functional & Operational	\$40,000.00	\$ 40,000.00	\$74,000.00	\$ 74,000.00	\$20,000.00	\$ 20,000.00
13	1	L.S.	Furnish Trench Saftey Plan	\$5,000.00	\$ 5,000.00	\$1,500.00	\$ 1,500.00	\$1,200.00	\$ 1,200.00
14	1	L.S.	Implement & Maintain Trench Safety Plan	\$15,000.00	\$ 15,000.00	\$3,300.00	\$ 3,300.00	\$7,500.00	\$ 7,500.00
TOTAL AMOUNT BID					\$ 745,755.00		\$ 780,505.00		\$ 819,000.00

Bidder did not fill out "Price in Words" column on Bid Schedule.

Legacy Contracting, LP dba
Control Specialist Services, LP
PO Box 1479
Decatur, TX 76234

FEB 17 2026 AM 10:15

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

F.M 428 Lift Station Improvements

To be opened on February 17, 2026 @ 11 am

\$ 780,505
Addendum #1, 2

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Legacy Contracting, LP dba
Control Specialist Services, LP
4916 E. Highway 380
Decatur, TX 76234

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
PO Box 14498
Des Moines, IA 50306-3498

Mailing Address for Notices

Merchants Bonding Company (Mutual)
PO Box 14498
Des Moines, IA 50306-3498

OWNER:

(Name, legal status and address)

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

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ Five Percent (5%) of the Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

F.M. 428 Lift Station Improvements
Aubrey, Texas

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of February, 2026.


(Witness)

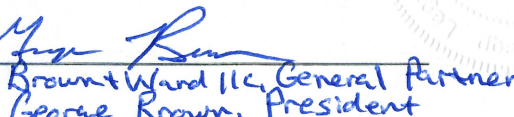
Legacy Contracting, LP dba
Control Specialist Services, LP

(Principal)

(Seal)

By:

(Title)


Broun Ward LLC, General Partner
George Brown, President

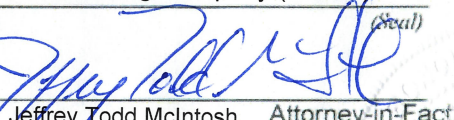
Merchants Bonding Company (Mutual)

(Surety)

(Seal)

By:

(Title)


Jeffrey Todd McIntosh Attorney-in-Fact


(Witness) Connie Kregel

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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

Connie Jean Kregel; Jeffrey Todd McIntosh

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

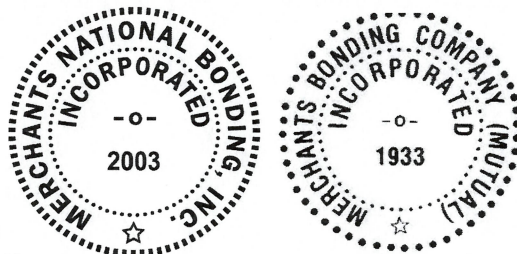
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



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

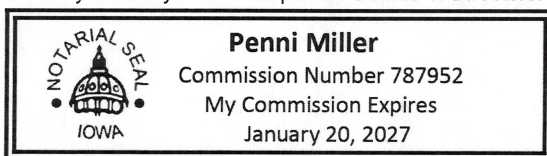
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



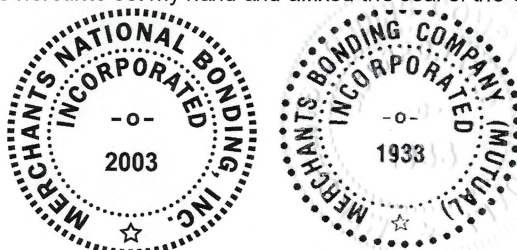
(Expiration of notary's commission does not invalidate this instrument)

Penni Miller

Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of February, 2026.



Elisabeth Sandersfeld

Secretary



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

IMPORTANT NOTICE

To obtain information or make a complaint:

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

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

1-800-678-8171

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

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

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

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

QUALIFICATION STATEMENT OF BIDDER'S SURETY

SUBMITTED TO: City of Aubrey

BIDDER: Legacy Contracting, LP dba Control Specialist Services, LP

ADDRESS: 4916 E. Hwy 380, Decatur, TX 76234

PHONE: (940) 626-1415

1. Has this surety furnished contract bonds on contracts now complete? Yes
2. Has this surety furnished contract bonds on contracts now incomplete? Yes
3. What is the maximum bonding capacity of this Contractor? \$15,000,000
4. Is the current financial information on this Contractor satisfactory? Yes
5. Does information obtained indicate accounts are paid when due? Yes
If not, give details:
6. Is it your opinion that the bidder has sufficient experience and financial resources to satisfactory perform the contract? Yes
7. Provided this bidder does not assume other commitments or that you do not acquire further information that in your opinion will materially affect the bidder's capacity to perform this contract, will you furnish the bonds as specified?
Yes

REMARKS: Legacy Contracting, LP dba Control Specialist Services, LP is a valued client held in high regard.

SURETY: Merchants Bonding Company (Mutual)

SIGNED: 

TITLE: Texas Resident Agent

ADDRESS: 5055 W. Park Blvd., Suite 400

CITY: Plano STATE: TX ZIP: 75093

PHONE: (972) 381-4270

(IN DUPLICATE)

QUALIFICATION STATEMENT OF BIDDER'S SURETY

SUBMITTED TO: City of Aubrey

BIDDER: Legacy Contracting, LP dba Control Specialist Services, LP

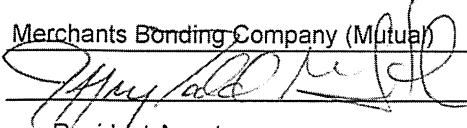
ADDRESS: 4916 E. Hwy 380, Decatur, TX 76234

PHONE: (940) 626-1415

1. Has this surety furnished contract bonds on contracts now complete? Yes
2. Has this surety furnished contract bonds on contracts now incomplete? Yes
3. What is the maximum bonding capacity of this Contractor? \$15,000,000
4. Is the current financial information on this Contractor satisfactory? Yes
5. Does information obtained indicate accounts are paid when due? Yes
If not, give details:
6. Is it your opinion that the bidder has sufficient experience and financial resources to satisfactory perform the contract? Yes
7. Provided this bidder does not assume other commitments or that you do not acquire further information that in your opinion will materially affect the bidder's capacity to perform this contract, will you furnish the bonds as specified?
Yes

REMARKS: Legacy Contracting, LP dba Control Specialist Services, LP is a valued client held in high regard.

SURETY: Merchants Bonding Company (Mutua)

SIGNED: 

TITLE: Texas Resident Agent

ADDRESS: 5055 W. Park Blvd., Suite 400

CITY: Plano STATE: TX ZIP: 75093

PHONE: (972) 381-4270

(IN DUPLICATE)

**PROPOSAL
TO
CITY OF AUBREY (OWNER)**

F.M. 428 LIFT STATION IMPROVEMENTS

DENTON COUNTY, TEXAS

DATE: February 17, 2026

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation, that he has carefully examined the Notice to Bidders, Contract Agreement, General Conditions, specifications and the plans therein referred to, and has carefully examined the location, conditions, and classes of materials of the proposed work. The undersigned bidder hereby proposes to do all the work and furnish all necessary superintendence, labor, machinery, equipment, tools, materials, and other items incidental to construction that may be necessary to complete all the work upon which he bids, as provided by the attached specifications and shown on the plans, and binds himself on acceptance of this proposal to execute a contract and bonds (where required), according to the accompanying forms, for performing and completing the said work within the time stated, and maintaining same as required by the detailed specifications for the prices stated on the following forms.

It is understood and agreed to commence work within ten (10) days after the date written notice to do so shall have been given to him and to complete the work within the **One Hundred Eighty (180) calendar days** bid for this project, and as provided in the Special Conditions of the contract.

Accompanying this proposal is a Bid Bond in the amount of:

Five percent (5%) of Greatest Amount Bid

Dollars (\$ 5% GAB).

The bidder agrees that this check or bond will be held by the City as security until a contract is awarded or all bids rejected. The City Council will be allowed sixty (60) days from date of bid opening to award the project. In case award is not made on this proposal, the security check or bid bond will be returned to the undersigned bidder.

It is the intent of the City of Aubrey that this project be completed as quickly and economically as is feasible. A tabulation of the bids received will be prepared.

Award may be made according to the factors listed below. The successful bidder must submit both base and alternate bids. Unless the bids are unreasonably high and/or the City rejects all bids, the City intends to award the contract on the basis of the factors listed below. The City Selection Committee will evaluate, grade, and prepare the recommendation for consideration by the City Council to award the project to the successful bidders.

☒	FACTORS CONSIDERED	% WEIGHT GIVEN
	Cost – initial project cost, additional long-term costs including maintenance and operational cost	50%
	Experience and Qualifications – Bidder's previous experience with Municipal Projects of similar nature, Bidder's qualifications	30%
	Timeline – feasibility of the project timeline and alignment with project deadline	10%
	References and Testimonials – gauge satisfaction and reliability	10%

It is understood that the Owner reserves the right to waive informalities and to reject any and all bids.

City of Aubrey
F.M. 428 Lift Station Improvements

BID SCHEDULE

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
1	1	L.S.	For Mobilization, Bonds, Insurance & Shop Drawings (Max 5.0%) complete in place, the sum of <u>Thirty Eight Thousand Five Hundred</u> Dollars and <u>NO</u> Cents per Lump Sum	<u>\$38,500.⁰⁰</u>	<u>\$38,500.⁰⁰</u>
2	1	L.S.	Remove & Dispose of Existing Pumps, Pump Bases, Discharge Elbows, Discharge Piping, and Float Switches complete in place, the sum of _____ <u>Seven Thousand Five Hundred</u> Dollars and <u>NO</u> Cents per Lump Sum	\$7,500.00	\$7,500.00
3 Add #2	1	L.S.	For Furnishing All Labor, Materials, Tools & Equipment For F.M. 428 Lift Station Improvements, Complete In All Details, Including Site Preparation, Excavation, Site Grading, Metering Manhole, Flow Meter, Furnishing & Installing Submersible Pumps & Pump Accessories, Piping, Emergency Bypass Connection, Valves, Couplings, Fittings, Electrical Equipment, Replacement of Existing SCADA Panel (to be provided by WHECO Controls), Painting, Testing, & All Other Items Called For In The Bidding Documents To Be Furnished To Make The Lift Station Functional & Operational complete in place, the sum of <u>Five Hundred Fifty Nine Thousand Three Hundred Five</u> Dollars and <u>NO</u> Cents per Lump Sum	<u>\$559,305.⁰⁰</u>	<u>\$559,305.⁰⁰</u>
4	1	L.S.	Furnish & Install Standby Generator Foundation complete in place, the sum of _____ <u>Nine Thousand</u> <u>One Hundred</u> Dollars and <u>No</u> Cents per Lump Sum	\$9,100.00	\$9,100.00

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
5	1	L.S.	Furnish & Install 80 kW Standby Generator, Including ATS, Load Bank, Testing & Making the Generator Functional & Operational complete in place, the sum of <u>Sixty Two thousand Five Hundred</u> Dollars and _____ Cents per Lump Sum	<u>\$62,500⁰⁰</u>	<u>\$62,500⁰⁰</u>
6	25	L.F.	Remove & Dispose of Existing 4-inch Force Main complete in place, the sum of _____ <u>One Hundred Thirty Five</u> Dollars and <u>No</u> Cents per Linear Foot	\$135.00	\$3,375.00
7	25	L.F.	Furnish & Install 4-inch PVC DR25 Force Main Pipe with Embedment complete in place, the sum of _____ <u>Three Hundred Fifty</u> Dollars and <u>No</u> Cents per Linear Foot	\$350.00	\$8,750.00
8	19	L.F.	Remove & Dispose of Existing Chain Link Fence complete in place, the sum of _____ <u>Fifty</u> Dollars and <u>No</u> Cents per Linear Foot	\$50.00	\$950.00
9	51	L.F.	Furnish & Install Chain Link Fence complete in place, the sum of _____ <u>Seventy Five</u> Dollars and <u>No</u> Cents per Linear Foot	\$75.00	\$3,825.00
10	4	Tons	Furnish & Place 6-inch Mechanically Compacted Flexible Base on Geotextile Fabric complete in place, the sum of _____ <u>Seven Hundred Twenty Five</u> Dollars and <u>No</u> Cents per Tons	\$725.00	\$2,900.00
11	1	L.S.	Furnish Bypass Pumping Plan complete in place, the sum of _____ <u>Five Thousand</u> Dollars and <u>No</u> Cents per Lump Sum	\$5,000.00	\$5,000.00

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
12	1	L.S.	Implement, Maintain & Remove Bypass Pumping Plan, Complete In Place, Including Piping, Valves, Connections, & All Other Items Required to Make the Bypass System Functional & Operational complete in place, the sum of _____ Seventy Four Thousand _____ Dollars and _____ No Cents per Lump Sum	\$74,000.00	\$74,000.00
13	1	L.S.	Furnish Trench Safety Plan complete in place, the sum of _____ One Thousand Five Hundred _____ Dollars and _____ No Cents per Lump Sum	\$1,500.00	\$1,500.00
14	1	L.S.	Implement & Maintain Trench Safety Plan complete in place, the sum of _____ Three Thousand Three Hundred _____ Dollars and _____ No Cents per Lump Sum	\$3,300.00	\$3,300.00
TOTAL AMOUNT BID (Items 1 Through 14)				\$180,505.00	

In the event of the award of a contract to the undersigned, the undersigned will furnish a performance bond and a payment bond for the full amount of the contract, to secure compliance with the terms and provisions of the Contract Documents.

The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

NOTE: Unit and lump sum prices must be shown in words and figures for each item listed in the proposal and in the event of discrepancy the words shall control.

The right is reserved, as the interest of the Owner may require, to reject any and all bids, and to waive any formality in bids received.

Receipt is hereby acknowledged for the following addenda to the contract documents:

Addendum No. 1 dated	<u>February 12, 2026</u>	Received	<u></u>
Addendum No. 2 dated	<u>February 12, 2026</u>	Received	<u></u>
Addendum No. 3 dated	<u></u>	Received	<u></u>
Addendum No. 4 dated	<u></u>	Received	<u></u>
Addendum No. 5 dated	<u></u>	Received	<u></u>

Legacy Contracting, LP dba Control Specialist Services, LP

Contractor

By: George Brown

(please print name)

Signature: 

Title: Brown & Ward, LLC General Partner
George Brown, President

Seal and Authorization
(If a Corporation)

PO Box 1479 (mail) 4916 E. Hwy 380 (shipping)

Address

Decatur, Wise Co., TX 76234

City, County, State and Zip

940-626-1415

Telephone

940-626-1486

Fax No.

E-Mail Address: georgeb@csstex.com

VENDORS COMPLIANCE TO STATE LAW

Texas Government Code, Chapter 2252, Subchapter A provides that, in order to be awarded a contract as low bidder, non-resident bidders (out of state Contractors whose corporate offices or principal place of business are outside of the State of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in Section 4 must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident Contractors to do so will automatically disqualify that bidder. Resident bidders must check the box in Section B.

- A. ☐ Non-resident vendors in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.
- ☐ Non-resident vendors in _____ (give state), our principal place of business, are not required to underbid resident bidders.
- B. ☒ Our principal place of business or corporate office is in the State of Texas.

BIDDER/OFFEROR:

Legacy Contracting, LP dba Control Specialist Services, LP
Company:

Address: PO Box 1479 (mail) 4916 E. Hwy 380 (shipping)

Decatur	TX	76234
City	State	Zip

Phone: 940-626-1415

By: George Brown
(please print)

Signature: 

Title: Brown & Ward, LLC General Partner
George Brown, President
(please print)

THIS FORM MUST BE RETURNED WITH YOUR QUOTATION

QUALIFICATION STATEMENT OF BIDDERS

SUBMITTED TO: City of Aubrey

Reviewed by: _____
Date Received: _____
Contractor: Legacy Contracting, LP dba Control Specialist Services, LP

CIRCLE ONE: ☐ Sole Proprietor ☒ Partnership ☐ Corporation ☐ Joint Venture

Name: Legacy Contracting, LP
dba Control Specialist Services, LP
Address: PO Box 1479
City: Decatur
Phone: 940-626-1415

Partner: Brown & Ward, LLC General Partner
Address: PO Box 1479
City: Decatur
Phone: 940-626-1415

PRINCIPAL PLACE OF BUSINESS:
Wise TX
County State

PRINCIPAL PLACE OF BUSINESS:
County State

IF THE CONTRACTOR IS A CORPORATION, FILL OUT THE FOLLOWING:

State of Incorporation: _____
Location of Principal Office: _____
Contact Persons at Office: _____

PERSON EXECUTING CONTRACTS ON BEHALF OF CORPORATION:

Name: _____ Address: _____
Title: _____
Phone: _____ City State Zip
Email: _____

Names of Officers: (If Applicable) _____

LIST NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: 20

LIST ALL EQUIPMENT TO BE USED ON THIS PROJECT: (PLEASE USE ATTACHMENT)
Excavator, Backhoe, Skid Loader

NUMBER OF YEARS IN BUSINESS AS A GENERAL CONTRACTOR ON PROJECTS SIMILAR
TO THIS PROJECT: 1974-2006 as Control Specialist Inc., 2006-present as Legacy Contracting, LP dba Control Specialist
Services, LP

TYPE(S) OF WORK COMPLETED: (CIRCLE)

- ☐ Asphalt Paving ☒ Storm Sewer
☒ Concrete Paving ☒ Earth Work
☒ Channel Lining ☒ Water & Sanitary Sewer Lines
☒ Concrete Inlets/Boxes

Other: _____

COMMENTS: _____

LIST RECENTLY COMPLETED PROJECTS OF THE TYPE OF WORK QUALIFYING FOR OR SIMILAR WORK, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT:

Project: ***** See Attached Completed Projects**

Owner/Engineer: _____
Year Built: _____ Contract Price: \$ _____
Contact Person: _____ Phone: _____
Contact Email: _____

Project: _____

Owner/Engineer: _____
Year Built: _____ Contract Price: \$ _____
Contact Person: _____ Phone: _____
Contact Email: _____

Project: _____

Owner/Engineer: _____
Year Built: _____ Contract Price: \$ _____
Contact Person: _____ Phone: _____
Contact Email: _____

Project: _____

Owner/Engineer: _____
Year Built: _____ Contract Price: \$ _____
Contact Person: _____ Phone: _____
Contact Email: _____

(USE ATTACHMENTS IF NECESSARY)

LIST CURRENT PROJECTS UNDER CONSTRUCTION, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT LISTED:

Project: James Street Pump Station 2.16 MGD Pump Station & 0.3 MG

Owner/Engineer: Town of Ponder/Belcheff & Associates, Inc.

Percent Complete: 75 % Contract Price: \$ 3,598,870.00

Contact Person: Roman Boitsov, P.E. Phone: 817-431-1800

Contact Email: rboitsov@belcheff.com

Project: Pipeline, Ground Storage Tank, and Harper Road Pump Station Improvements

Owner/Engineer: Elm Ridge WCID/Freeze & Nichols

Percent Complete: 0 % Contract Price: \$ 6,330,133.50

Contact Person: Devan Ruiz, PE, PMP Phone: 214-217-2248

Contact Email: devan.ruiz@freeze.com

Project: _____

Owner/Engineer: _____

Percent Complete: _____ % Contract Price: \$

Contact Person: _____ Phone: _____

Contact Email: _____

Project: _____

Owner/Engineer: _____

Percent Complete: _____ % Contract Price: \$

Contact Person: _____ Phone: _____

Contact Email: _____

(USE ATTACHMENTS IF NECESSARY)

IF COMPANY IS UNDER NEW MANAGEMENT, PLEASE LIST NAMES OF STAFF AND QUALIFICATION AND/OR EXPERIENCE OF SAID PERSONS. ***(PLEASE USE ATTACHMENT.)***

HAVE YOU OR ANY PRESENT PARTNER(S) OR OFFICER(S) FAILED TO COMPLETE A CONTRACT?

No

IF SO, NAME OF OWNER AND/OR SURETY:

CONTACT PERSON: _____

PHONE: _____

ARE THERE ANY UNSATISFIED DEMANDS UPON YOU AS TO YOUR ACCOUNTS PAYABLE?

Yes ☐ No ☒

IF SO, GIVE NAMES, AMOUNTS, AND EXPLANATIONS:

BANK REFERENCE: Bank: First Financial Bank
Address: 909 Stevens St.
City: Bridgeport State: Tx Zip: 76426
Contact Person: Mills Shallene
Contact Email: mshallene@ffin.com

MUNICIPALITY REFERENCE: City: City of Midlothian
Contact Person: Justin Hutto Position: Asst. Plant Manager
Address: 215 N. 8th St., Midlothian, TX 76065 Phone: 972-775-7182

In compliance with Invitation to Bid for above mentioned types of projects, the undersigned is submitting the information as required with the understanding that the purpose is only to assist in determining the qualifications for this organization to perform the type and magnitude of work designated, and further, guarantee the truth and accuracy of all statements made, and will accept your determination of qualifications without prejudice. The surety herein named, any other bonding company, bank, sub-contractor, supplier, or any other person(s), firm(s) or corporations with whom I (we) have done business, or who have extended any credit to me (us) are hereby authorized to furnish you with any information you may request concerning performance on previous work and my (our) credit standing with any of them; and I (we) hereby release any and all such parties from any legal responsibility whatsoever on account of having furnished such information to you.

Signed:  Title: Brown & Ward, LLC General Partner
George Brown, President

Company: Legacy Contracting, LP dba Control Specialist Services, LP Date: February 17, 2026

COPY TO LOCAL UNDERWRITING OFFICE OF PROPOSED SURETY

Name: Merchants Bonding Co. (Mutual) - Jeff McIntosh Phone: 972-381-4270
Address: 5055 W. Park Blvd., Ste. 400 City: Plano State: TX

**Legacy Contracting, L.P. dba Control Specialist Services, LP
(July 1, 2006 to Current)**

**Control Specialist, Inc.
(1974 to July 1, 2006)**

Completed Projects

City of Graham

WTP Supernatant LS Improvements

Completion Date: December 2025

Engineer: Kimley-Horn & Assoc. Jacob Duncan, PE 817-335-6511

Project Amount - \$211,800.00

Johnson County SUD

Pump Station 11 Improvements

Completion Date: 100% Complete - 2025

JCSUD-Tyler Lyles, JCSUD Water Operations Mgr. 817-760-5228 Tlyles@JCSUD.com

Project Amount: \$360,329.00

City of Azle

Sandy Beach Lift Station

Completion Date: 2024

City of Azle – Rick White, Public Services Director 817-444-7094 rwhite@cityofazle.org

Project Amount: \$175,000.00

Culleoka Water Supply Corp.

FM 982 Pump Station - #4 Pump add + Improvements

Completion Date: Complete 2024

Engineer: Dunaway Engineering Firm, Zach Dawson, PE 817-335-1121

Project Amount: \$125,300.00

City of Denton

Pecan Creek Raw Water Pump Station 2 Hydraulic Improvements

Completion Date: August 2018

City of Denton-Rusty Willard, Water Reclamations Superintendent; Rusty.Willard@cityofdenton.com

Project Amount: \$622,771.17

North Texas Municipal Water District

Prairie Creek Relief Sewer Control Structure

Completion Date: 2014

Engineer: Birkhoff, Hendricks & Carter, LLP, Joe Carter 214-361-7900

Project Amount: \$605,115.00

City of Lewisville

Timber Creek Wastewater Lift Station Replacement Project

Completion Date: 2015

Engineer: Birkoff, Hendricks & Carter, LLP, John Birkhoff 214-361-7900

Project Amount: \$9,770,708.80

City of Grapevine

Grapevine Waste Water Treatment Plant Headworks

Completion Date: 2015

Engineer: Freese & Nichols, Inc., Angellia Points 817-735-7215

Project Amount: \$2,495,093.00

North Texas Municipal Water District

Apollo Pump Station/Hailey Pump Station Improvements

Complete: January 2014

Engineer: Freese & Nichols, Inc., Sam Meisner, PE 214-217-2200

Project Amount: \$4,983,343.91

City of Fort Worth

Rolling Hills Water Treatment Plant Phase 5-Chemical Facilities Improvements

Complete: January 2014

Engineer: Camp Dresser & McKee, Inc, Danny Shannon, PE 817-332-8727

Project Amount: \$4,065,895.00

City of De Leon

Wastewater Treatment Plant Improvements

Completion Date: June 2013

Engineer: Enprotec/Hibbs & Todd, Clint Bisset, PE 817-579-6791

Project Amount: \$1,856,038.03

North Texas Municipal Water District

Lake Tawakoni Intermediate

Pump Station Treated Water Pump No. 6

Completion Date: 2013

Engineer: Freese & Nichols, Inc., Sam Meisner, PE 214-217-2200

Project Amount: \$467,000.00

Dallas County Water Control & Improvement District No. 6

Shepherd Lane Pump Station

Completion Date: 2012

Engineer: CH2MHill, Bart Hubbard 972-663-2346

Project Amount: \$4,353,550.00

City of Richardson

Eastside Elevated Storage Tank

Completion Date: 2012

Engineer: Tank Industry Consultants

Project Amount: \$227,900.00

City of Farmers Branch

Wicker Street Pump Station Rehabilitation

Completion Date: 2012

Engineer: Birkhoff, Hendricks & Carter

Project Amount: \$1,470,900.00

Texas Parks & Wildlife

Dundee Fish Hatchery Valve Replacement

Completion Date: 2011

Engineer: Tx Parks & Wildlife, Mark Urbanovsky 512-389-4404

Project Amount: \$172,544.41

City of Rowlett

Part A – Rowlett Road Lift Station &

Part B – Main Street Lift Station

Completion Date: 2011

Engineer: HDR Engineering, Mark Mihm 972-960-4400

Project Amount: \$2,956,906.26

Tarrant Regional Water District

Arlington Outlet Dechlorination Facilities

Completion Date:

Engineer: CH2MHill, Brian Fuerst 972-980-2170

Project Amount: \$843,500.00

Town of Little Elm

Mansell Pump Station Expansion

Completion Date: 2011

Engineer: Freese & Nichols, Inc., Sam Meisner 214-217-2200

Project Amount: \$607,652.75

North Texas Municipal

Rowlett Creek WWTP Rehabilitation Water District

Completion Date: 2010

Engineer: Perkins Engineering Consultants, Inc, Mark Perkins 817-719-0372

Project Amount: \$1,665,200.00

City of Southlake

Wholesale Water Meter Transfer

Completion Date: 2010

Engineer: Freese & Nichols, Inc., Ron King 817-735-7300

Project Amount: \$776,867.00

Preload, Inc./City of Midlothian

3.0 MG Concrete Tank for Water Treatment Plant No. 3

Completion Date: 2010

Engineer: Schrickel, Rollins & Associates, Inc. 817-649-3216

Project Amount: \$405,859.00

City of The Colony

Master Lift Station #1 Improvements

Completion Date: 2009

Engineer: Freese & Nichols, Inc., Theodore Chan 214-217-2200

Project Amount: \$2,342,527.00

City of Sherman

Aeration Basin Lift Station Rehabilitation

Completion Date: 2009

Engineer: Freeman-Millican, Inc., David Gattis 214-503-0555

Project Amount: \$699,000.00

Western Extrusions/JP Barry

Stormwater Lift Station

Completion Date: 2008

Engineer: CP&Y 214-357-9404

Project Amount: \$378,000.00

Mustang Special Utility

Well No. 5 & No. 10 Ground Storage Tank Pump Station

Completion Date: 2008

Engineer: HDR Engineering, Inc., Mark Mihm 972-960-4400

Project Amount: \$1,997,700.00

City of Wichita Falls

River Road Wastewater Treatment Plant

Odor Abatement

Completion Date: 2008

Engineer: Perkins Engineering, Mark Perkins 817-719-0372

Project Amount: \$1,584,288.00

City of Sachse

Maxwell Creek Pump Station Pump & Motor Replacement

Completion Date: 2007

Engineer: TRC Engineers, Inc., James Puls, 214-369-9171

Project Amount: \$42,400.00

City of Springtown

Water System Improvements 2006

Completion Date: 2007

Engineer: GSWW, Inc., Phil Phillips 817-306-1444

Project Amount: \$246,500.00

Upper Trinity Regional Water District

Stone Hill Pump Station

Completion Date: 2006

Engineer: Alan Plummer Associates, Inc. 214-631-6100

Project Amount: \$1,092,873.00

City of Azle

Azle Water Treatment Plant Expansion to 6 MGD

Completion Date: 2006

Engineer: Knowlton-English-Flowers, Inc., 817-283-6211

Project Amount: \$2,930,491.50

City of McKinney

720 Pump Station

Completion Date: 2004

Engineer: Alan Plummer Associates, Inc., 214-631-6100

Project Amount: \$139,650.00

City of Carrollton

Don Cline Pump Station

Completed: 2004

Engineer: Birkhoff, Hendricks & Conway, (214) 361-7900

Project Amount: \$ 264,941.00

Trophy Club MUD

Pump Station Expansion

Completed: 2004

Engineer: Freese & Nichols, Inc., Phone: (817) 735-7300

Project Amount: \$139,312.00

City of McKinney

University Pump Station and University Water Line

Completed: 2005

Engineer: Chiang, Patel & Yerby, Inc., (214) 638-0500

Project Amount: \$2,397,664.00

City of Fort Worth

Greenway Lift Station

Completed: 2004

Engineer: Dunaway Associates, Inc., (817) 335-1121

Project Amount: \$ 523,967.00

City of Roanoke

North Gateway Pump Station New Facility

Completed: 2005

Engineer: Birkhoff, Hendricks & Conway, L.L.P., (214) 361-7900

Project Amount: \$1,620,000.00

City of Abilene

Water Reclamation Plant Rehabilitation

Completed: 2005

Engineer: Alan Plummer Associates, Inc., (817) 284-2724

Project Amount: \$1,986,950.00

Wise County Water Supply District

Water Treatment Plant Expansion

Completed: 2003

Engineer: Kimley-Horn & Associates, Inc., Jeff James, (817) 335-6511

Project Amount: \$1,558,202.00

City of Midlothian

Water Treatment Plant – Pump Installation Project

Completed: 2003

Engineer: Schrickel, Rollins & Associates, Inc., (817) 649-3216

Project Amount: \$547,000.00

Trophy Club MUD

Wastewater Treatment Plant Expansion & Improvements Project

Completed: 2004

Engineer: Camp, Dresser & McKee, Ronald Tamada, (817) 332-8727

Project Amount: \$2,678,600.00

Trinity River Authority

Stage V Odor Control Improvements for the Central Regional Wastewater System

Completed: 2003

Engineer: Alan Plummer Associates, Inc. (817) 284-2724

Project Amount: \$2,591,040.00

City of Sweetwater

Wastewater Treatment Plant

Completed: 2003

Engineer: Hibbs & Todd, Scott Hibbs (915) 698-4330

Project Amount: \$6,373,600.00

Upper Trinity Regional Water District

Lakeview Regional Water Reclamation System

Phase Two Lift Station @ Hickory Creek

Completed: 2003

Engineer: Huitt-Zollars, Inc., (214) 871-3311

Project Amount: \$1,159,000.00

City of Southlake

Booster Pump Station No. 1 Water System Improvements, High Pressure Plane

Completed: 2002

Engineer: Cheetham & Associates, (817) 548-0696

Project Amount: \$199,000.00

Denton County Fresh Water Supply District No. 7

Lantana Booster Pump Station

Date Completed: 2002

Engineer: Huitt-Zollars, Inc., (214) 871-3311

Project Amount: \$1,663,000.00

Upper Trinity Regional Water District

In-Line Booster Pump Station

Completed: 2002

Engineer: Alan Plummer Associates, Inc., (817) 332-4085

Project Amount: \$1,140,000.00

City of Cleburne

Water Treatment Plant Expansion Improvements

Completed: 2002

Engineer: Freese & Nichols, (817) 735-7300

Project Amount: \$4,861,000.0

Town of West Lake

West Pump Station Pump Station and Ground Storage Facility

Completed: 2002

Engineer: Carter-Burgess, (817) 735-6000

Project Amount: \$1,506,280.00

City of Lancaster

Bonnieview Pump Station New Facility

Completed: 2002

Engineer: Shimek, Jacobs & Finklea, (214) 361-7900

Project Amount: \$3,453,487.00

City of Clifton

Clifton Water Treatment Plant Medium Service Pumping Station & Piping System

Completed: 2001

Engineer: HDR Engineering, Inc., 512-912-5100

Project Amount: \$2,611,000.00

City of Granbury

Wastewater Treatment Plant Improvements

Completed: 2001

Engineer: Hibbs & Todd, Scott Hibbs, (915) 698-9996

Project Amount: \$3,843,000.00

City of Fort Worth

North Beach Street Pump Station NS III Pump Station Expansion

Completed: 2001

Engineer: Freese & Nichols, (817) 735-7300

Project Amount: \$713,790.00

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
Texas Firm No. 526

Project No. 2024-149

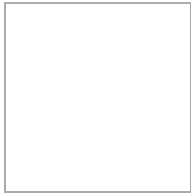
Client: City of Aubrey, Texas
Project: F.M. 428 Lift Station Improvements

Date: 2/19/2026

By: CR

Legacy Contracting, LP References

Reference	Comments	Reference Name	Contact Date
City of Graham/Kimel y Horn	WTP Supernatant LS Improvements -Pump replacement and electrical improvements -Work performed was satisfactory and as specified -Ahead of contract time -Within Budget -Two change orders from unforeseeable existing site conditions -Would recommend	Jacob Duncan, PE 817-335-6511	2/18/2026
North Texas Municipal Water District/BHC	Prairie Creek Relief Sewer Control Structure -Very deep manhole including a sluice gate, actuator and odor control -No significant problems occurred -Contractor didn't submit material testing on structural backfill which slightly delayed the project	Joe Carter, PE 214-361-7900	2/19/2026



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.

February 19, 2026

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

Re: F.M. 428 Lift Station Improvements
Proposal Award Recommendation

Dear Ms. Wilson:

Sealed competitive bid proposals were received and opened at 11:00 a.m., Tuesday, February 17, 2026, for the City of Aubrey F.M. 428 Lift Station Improvements project. Three (3) proposals were received. The unit price proposals were tabulated, and the proposal tabulation is enclosed for the City's reference and files.

Each of the proposals received were evaluated and scored by the Proposal Review and Selection Committee, which included one (1) representative of the project engineer, and two (2) representatives of the City. In accordance with the proposal documents, the competitive sealed proposal evaluation criteria included scoring categories for proposal price (maximum of 50%) and other offerors qualifications, including timeliness and reference testimonials (maximum of 50%). The proposal scoring summary is provided below.

Composite Offeror Ranking	Contractor	Composite Total Points
1	Legacy Contracting, LP	90.44
2	Mayim Municipal Builders, LLC	87.20
3	Standard Site Utilities, LLC	68.33

Based on the Review and Selection Committee's evaluation, the proposal submitted by Legacy Contracting, LP dba Control Specialist Services, LP of Decatur, Texas received the highest point total, scoring 90.44 points out of a maximum 100 total points available.

Legacy Contracting, LP dba Control Specialist Services, LP proposal is in the total amount of \$780,505.00.

We have checked the statement of qualifications and the references that Legacy Contracting, LP dba Control Specialist Services, LP provided and found no irregularities on the Contractor.

*Ms. Leanne Wilson, City of Aubrey
F.M. 428 Lift Station Improvements
Proposal Award Recommendation
Page 2 of 2*

Based on the information provided in the proposal, it is the Selection Committee's opinion that Legacy Contracting, LP dba Control Specialist Services, LP, has the equipment and experience to properly pursue this project. We recommend the City accept the proposal from Legacy Contracting, LP dba Control Specialist Services, LP and award them a contract in the total amount of \$780,505.00 for the construction of the F.M. 428 Lift Station Improvements project.

We are available to discuss our recommendation further at your convenience.

Sincerely,

Cooper Reinbold, P.E.

Digitally signed by Cooper Reinbold,
P.E.,
DN: C=US, E=creinbold@hcdlp.com,
O=Hendrickson, Hendricks & Carter, LLP,
CN=Cooper Reinbold, P.E.,
Reason: I am the author of this
document
Date: 2020.02.19 16:49:01 -06'00'

Cooper Reinbold, P.E.

Enclosures – Proposal Tabulation