



**NOTICE OF REGULAR TOWN COUNCIL MEETING  
FOR THE TOWN OF CROSS ROADS**

**TUESDAY, JANUARY 16, 2024 AT 6:00 P.M.**

**LOCATION:**

**IN PERSON at 1401 FM 424, CROSS ROADS, TEXAS 76227**

**OR**

**VIRTUALLY by Zoom Meeting**

**<https://us02web.zoom.us/j/89280580304>**

**Meeting ID: 892 8058 0304**

**One tap mobile**

**+13462487799,,89280580304# US (Houston)**

**\*Note: All applicants should attend in person.**

1. Call to Order
2. Roll Call
3. Invocation – Dr. Jeff Williams, Senior Pastor First Denton
4. Pledge of Allegiance – Kristi Gilbert, Town Administrator
5. Citizens Input (Items on the agenda and not on the agenda)  
*If commenting via Zoom, please use the Raise Your Hand feature. Please state your full name before speaking. Please limit your comments to three minutes in duration. You are restricted from passing your time or any portion of unused minutes to another citizen for comment.*
6. Council Members' announcements and updates
7. Mayor's announcements and updates.
8. Updates; Discussion of the Same.
  - a. Town Administrator Announcements and Updates – Kristi Gilbert
  - b. Financial Reports – Kristi Gilbert
  - c. Building Permits and Development – Rodney Patterson & Kristi Gilbert
  - d. Law Enforcement – Shaun Short
  - e. Fire Department – Paul Rust
  - f. Committee Reports – MDD, Parks, Connectivity Committee, Historical Committee, Roads Committee

**CONSENT AGENDA**

9. Consider approval of the December 11, 2023 Council Meeting Minutes.
10. Consider approval of the November and December 2023 Financials.
11. Consider approval of an ordinance ordering the May 4, 2024 General Election for Municipal Officers.

12. Consider approval of an Interlocal Cooperation Agreement between Denton County and the Town of Cross Roads for engineering and construction for the future East-West Collector Road between Potter Shop and FM 720.
13. Consider approval of a professional services agreement with Catalyst Commercial, Inc. for the development of a Cross Roads Hwy 380 Zoning Overlay district and authorize the Mayor to execute the same.
14. Consider approval of an agreement with Halff Associates, Inc. for Professional Engineering Services on a task order basis.
15. Consider approval of a resolution adopting the Town of Cross Roads Investment Policy in accordance with the Public Funds Investment Act.
16. Consider approval of a request from Daniel Williamson, on behalf of property owner SitePro Rentals Inc., requesting an extension of the final plat (2022-0404-04FPLAT) for the property located at 7557 S. Hwy 377.

### **REGULAR SESSION**

17. CONDUCT A PUBLIC HEARING, discuss and consider approval of a request by applicant Ramon Aranda on behalf of owner Margarito Espinoza for the expansion of a special use permit to allow for outdoor retail sales for additional property recently acquired at 8801 US 380, Cross Roads, Denton County, Texas. (2023-1009-04SUP)
18. CONDUCT A PUBLIC HEARING, discuss and consider approval of a request by Raviteja Vesangi on behalf of land owner Akhanda Rentals LLC. to add an amendment to the Town of Cross Roads Code of Ordinances to provide a definition for an "Outdoor Restaurant" to include a permanent food truck. (2023-1204-03ZC)
19. Discuss and consider action on a request from applicant, Majed J. Khalaf, on behalf of property owner 1856 Investments LLC., requesting a waiver from the requirement for a minimum ten foot (10') landscape buffer adjacent to a public roadway to allow existing parking spaces to remain in place to serve an existing restaurant located at 10001 US 380.

### **EXECUTIVE SESSION**

20. The Town Council may convene into Executive Session pursuant to Texas Government Code, annotated, Chapter 551, Subchapter D for the following:
  - a. Section 551.071 Consultation with Attorney – Lovett 380 Agreement
  - b. Section 551.087 Deliberation Regarding Economic Development Negotiations – Project Alpha, Project Bravo, Project Charlie and Denton ISD.
  - c. Section 551.072 - Deliberation Regarding Real Property; to 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: Project Bravo and Naylor

21. Take action as may be necessary or appropriate on matters discussed in Executive Session.

## **ADJOURN**

Future Meetings and Events:

All citizens are invited to participate; schedule may change.

- *Town Council Meeting – Monday, February 5, 2024 at 6:00 p.m.*
- *Planning and Zoning Commission Meeting - Tuesday, February 6, 2024 at 7:00 p.m.*
- *Parks and Recreation Board Meeting - Wednesday, February 7, 2024 at 6:00 p.m.*
- *Municipal Development District Meeting – Thursday, February 8, 2024 at 6:00 p.m.*
- *Town Council Meeting - Tuesday, February 20, 2024 at 6:00 p.m. – Moved to holiday*

## **CERTIFICATION**

I, the undersigned authority, do hereby certify that this Public Meeting Notice was posted on the official bulletin board at the Town Hall of the Town of Cross Roads, Texas on or before Friday, January 12, 2024, by 5:00 p.m., in accordance with Chapter 551, Texas Government Code.

A quorum of the Municipal Development District, Parks and Recreation Board and/or Planning and Zoning Commission may be present at the meeting and may participate in discussion on any of the items listed on the agenda at the discretion of the Mayor.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed executive session for seeking confidential legal advice from the Town Attorney on any agenda item listed herein.

This facility is wheelchair accessible and accessible parking spaces are available. For requests, please contact Town Hall at 940-365-9693. Reasonable accommodations will be made to assist your needs.

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Donna Butler, Town Secretary

I certify that the attached notice and agenda of items to be considered by the Town Council of the Town of Cross Roads was removed by me from the front window of the Town of Cross Roads Town Hall, 1401 FM 424, Cross Roads, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_, Title: Town Secretary

# CROSS ROADS POLICE DEPARTMENT

Item 8.d. p. 1 of 4



## Police Department Council Report

Chief Shaun Short

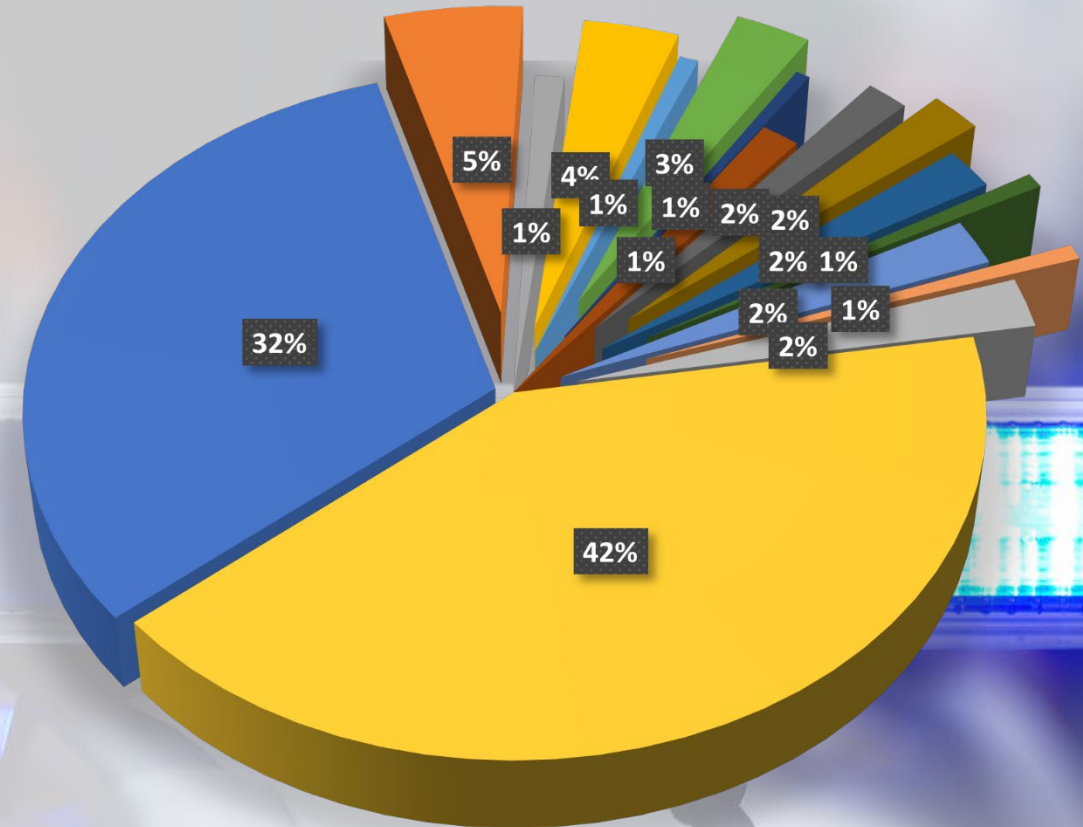
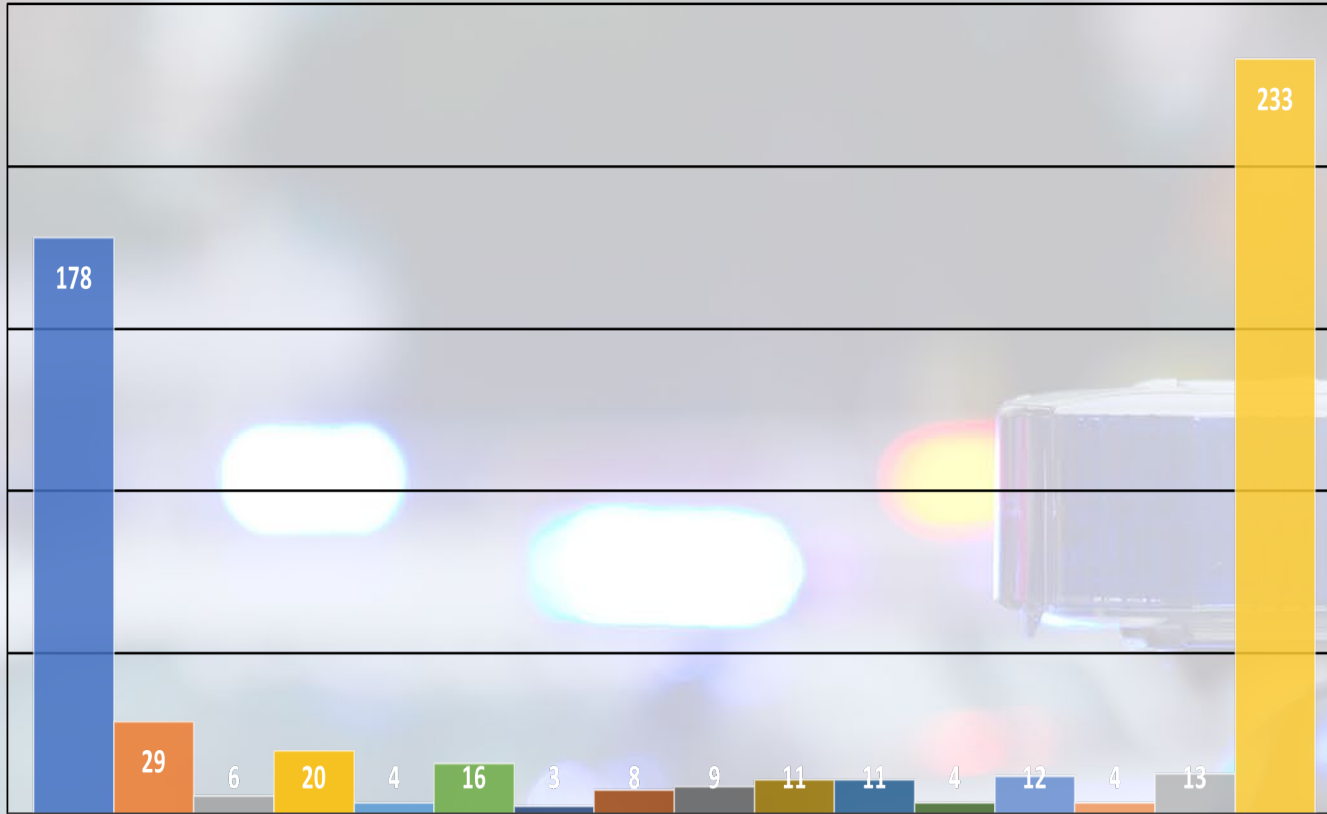
January 16, 2024

January 16, 2024 Council Agenda Packet 4 of 120



# Police Operations – Incidents December 2023

561 Total Incidents



- |                          |                        |                         |                                   |
|--------------------------|------------------------|-------------------------|-----------------------------------|
| ■ Traffic Stops          | ■ Crash Investigations | ■ Agency Assist         | ■ Motorist Assist                 |
| ■ Crimes Against Persons | ■ Alarms               | ■ Domestic Disturbances | ■ Welfare Concern                 |
| ■ Property Crimes        | ■ Animal Complaints    | ■ Road Blockage         | ■ Society DWI/ Drug Paraphernalia |
| ■ Disturbances           | ■ FD Assist            | ■ Suspicious Persons    | ■ Unclassified                    |

# Police Operations - Reports

## ➤ November Police Reports

- **12 Crash Investigations**
  - 7 - US HWY 380
  - 2 - FM 424/ Fishtrap
  - 3 - HWY377/ Fishtrap
- **15 Property Crime**
  - 10 - Retail Theft
  - 2 - Criminal Trespass
- **8 Society**
  - 1 - Intoxicated Driving
  - 4 – Drugs / Paraphernalia / MIP / PI

## ➤ December Police Reports

- **10 Crash Investigations**
  - 8 - US HWY 380
  - 1 - FM 424/ Fishtrap
  - 1 - HWY 377/ Fishtrap
- **12 Property Crime**
  - 6 - Retail Theft
  - 6 - Criminal Trespass
- **4 Society**
  - 1 - Intoxicated Driving
  - 3 - Drugs / Paraphernalia / MIP / PI

- **Project Updates**
  - **Fords on order anticipated arrival to upfitter in January**
  - **Parking Lot Illumination**
  - **Continuing Proof Submission for Accreditation**
  - **NIBRS (National Incident Based Reporting System)**
- **Training**
  - **Defensive Tactics Training**
  - **Standardized Field Sobriety Training**
- **Community**
  - **Shop with a Cop**
  - **Citizen Police Academy**





INTEGRITY

CUSTOMER  
SERVICE

EFFICIENCY

INNOVATION

# Town of Cross Roads Monthly Report

Dec. 2023



# CROSS ROADS MONTHLY REPORT

Last Updated: 12/29/2023 7:34:16 AM

Date

Item 8, e, p. 2 of 3

2023 (Year) + December (Mo... ▾



Total Calls

25



Avg Daily Calls

1



Avg Monthly Calls

25



Avg Response Time

453



Busiest Hour

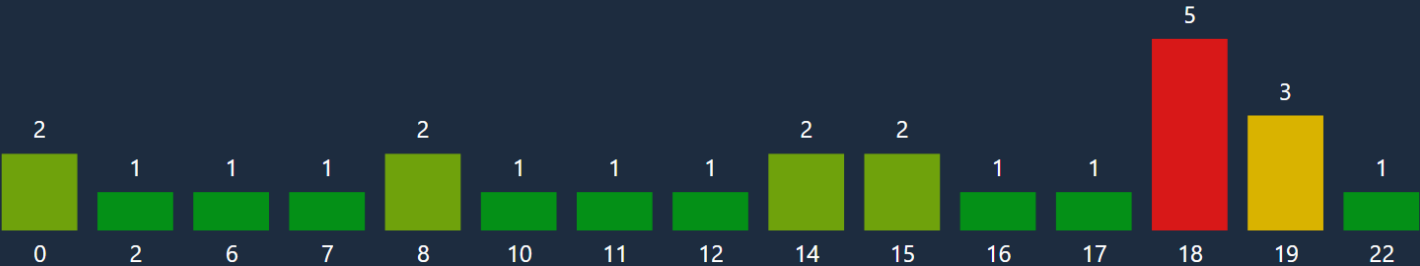
18



Busiest Day

Tue

## Total Calls by Hour

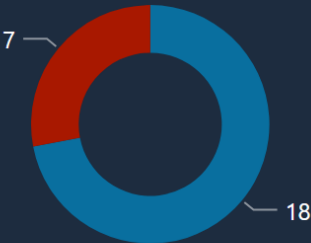


## Total Calls

25

Dec  
2023

## Emergency Calls



● Emergency ● Non-emergency

Incident Total Calls

EMS/Rescue	17
False Alarm	2
Fire	1
Good Intent	4
Service Call	1

Year MonthName Total Calls Avg Resp Time NFIRS Shift

2023 December 25 453 EMS/Rescue A Shift

Dispatched	Address	Apparatus	Incident Type	First On-Scene
12/01/2023 19:15:29	11450 US 380 Hwy.	Medic 3, Squad 3	EMS/Rescue - Medical emergency	00:04:59
12/02/2023 00:14:38	3444 New Hope Rd.	Medic 3, Squad 3	EMS/Rescue - Medical emergency	00:08:47
12/02/2023 15:42:54	11750 US 380 Hwy.	Medic 3, Squad 3	EMS/Rescue - Medical emergency	00:05:53
12/05/2023 17:48:41	1480 Acnite Ave.	Medic 1, Quint 3	EMS/Rescue - Medical emergency	00:07:20
12/07/2023 14:17:02	11700 US 380 Hwy.	Medic 3, Squad 3	EMS/Rescue - Medical emergency	00:04:59
12/12/2023 02:42:44	101 US 377 Hwy.	Squad 3, Medic 9	EMS/Rescue - Medical emergency	00:08:09
12/12/2023 19:15:09	11350 US 380 Hwy.	Quint 3, Medic 9	EMS/Rescue - Medical emergency	00:04:37
12/13/2023 15:23:28	3201 US 380 Hwy.	Squad 3, Medic 9	EMS/Rescue - Medical emergency	00:05:44
12/14/2023 08:44:55	1001 Mill Creek Rd.	Squad 3, Medic 9	EMS/Rescue - Medical emergency	00:09:28
12/18/2023 14:24:46	11700 US 380 Hwy.	Medic 3, Squad 3	EMS/Rescue - Medical emergency	14:32:53
12/18/2023 18:19:22	11350 US 380 Hwy.	Medic 3, Medic 1, Squad 3	EMS/Rescue - Medical emergency	18:27:00
12/19/2023 19:31:23	11350 US 380 Hwy.	Medic 3, Quint 3	EMS/Rescue - Medical emergency	19:40:05
12/20/2023 00:37:52	2701 Naylor Rd.	Medic 3, Squad 3	EMS/Rescue - Medical emergency	00:06:48
12/21/2023 11:25:40	2885 Forest Hills Dr.	Medic 3, Squad 3	EMS/Rescue - Medical emergency	00:07:49
12/26/2023 08:55:15	2150 Alamandine Ave.	Medic 3, Squad 3	EMS/Rescue - Medical emergency	00:05:16
12/01/2023 10:11:52	US 377 Hwy. @ US 380 Hwy.	Medic 3, Squad 3, Quint 3	EMS/Rescue - Motor vehicle accident	00:06:47
12/04/2023 12:50:45	Naylor Rd. @ US 380 Hwy.	Medic 1, Battalion 1, Squad 3, Quint 3	EMS/Rescue - Motor vehicle accident	00:05:44
12/03/2023 18:35:54	3000 Moseley Rd.	Battalion 1, Squad 3, Quint 3, Engine 1	False Alarm - Alarm malfunction	00:10:43
12/21/2023 18:48:08	1445 Alamandine Ave.	Quint 3	False Alarm - Alarm malfunction	00:05:54
12/22/2023 18:34:18	3900 Moseley Rd.	Quint 3	Fire - Outside rubbish fire	00:09:54
12/01/2023 22:30:17	3444 New Hope Rd.	Medic 3, Squad 3	Good Intent - Canceled en route	N/A
12/15/2023 16:40:20	4000 W. Oak Shores Dr.	Medic 3, Squad 3, Medic 2	Good Intent - Canceled en route	N/A
12/23/2023 07:44:34	3000 Moseley Rd.	Squad 3, Quint 3, Engine 1	Good Intent - Canceled en route	N/A
12/26/2023 06:47:16	3401 US 377 Hwy.	Brush 3, Quint 3	Good Intent - No incident found	00:07:43
12/16/2023 18:30:25	US 380 Hwy @ WalMart Dr.	Quint 3	Service - Assist PD	18:39:02



**MINUTES OF REGULAR TOWN COUNCIL MEETING  
FOR THE TOWN OF CROSS ROADS  
MONDAY, December 11, 2023 AT 6:00 P.M.  
LOCATION:  
IN PERSON at 1401 FM 424, CROSS ROADS, TEXAS 76227  
OR  
VIRTUALLY by Zoom Meeting**

1. **Called to Order at 6:00 P.M.**
2. Roll Call: **Mayor Tompkins; Council Members Meek, King, Zuczek, and Paus. Housewright was absent.**
3. Invocation – **Council Member King**
4. Pledge of Allegiance – **Kristi Gilbert, Town Administrator**
5. Citizens Input (Items on the agenda and not on the agenda)  
**None.**
6. Council Members' announcements and updates  
**King thanked LEFD for Santa Around Town.**
7. Mayor's announcements and updates.  
**Mayor Tompkins announced Santa Around Town, Red Kettle Challenge, Parks and Recreation's Winter Fest; Citizen's Police Academy, budget update, and volunteers needed for boards.**
8. Updates; Discussion of the Same.
  - a. Town Administrator Announcements and Updates – **Kristi Gilbert**
  - b. Financial Reports – **November reports will be available at January meeting.**
  - c. Building Permits and Development – **Kristi Gilbert**
  - d. Law Enforcement – **November PD Report by Shaun Short.**
  - e. Fire Department – **Mayor Tompkins reviewed Chief Rust's report.**
  - f. Committee Reports – **Paula Paus gave MDD and Parks updates.**

**CONSENT AGENDA**

9. Consider approval of the Council Meeting Minutes.
  - a. October 12, 2023
  - b. October 21, 2023
  - c. November 16, 2023**Motion to approve Consent Agenda made by Paus;  
Second by Zuczek;  
Passed 4 to 0.**



## **REGULAR SESSION**

10. Discuss and consider options related to the 2023 Road Repair and Maintenance bid.  
**Motion to authorize and agreement with Quality Excavation or an Interlocal Agreement with the Town of Little Elm, whichever provides the best value and timing;**  
**Motion made by Zuczek;**  
**Second by Paus;**  
**Passed 4 to 0.**
11. Discuss and consider a petition by Thomas Mann Robinson, Trustee of the Thomas Robinson Living Trust to release 1.403 acres of land in the James Bridges, Jr. Survey, Abstract No. 36, generally described as an approximately 40' by 700' strip of land adjacent to US 377 and approximately 800 feet south of Stewart Road from the Town of Cross Roads extraterritorial jurisdiction. The application was reassigned to Gabe Salmons as part of the sale of the property and filed with the Town on November 20, 2023.  
**Motion to deny the request for release from the ETJ citing the unconstitutionality of SB 2038;**  
**Motion made by Meek;**  
**Second by Zuczek;**  
**Motion to deny passed 4 to 0.**

## **EXECUTIVE SESSION 6:28 P.M. to 7:09 P.M.**

12. The Town Council may convene into Executive Session pursuant to Texas Government Code, annotated, Chapter 551, Subchapter D for the following:
  - a. Section 551.087 Deliberation Regarding Economic Development Negotiations – Project Alpha, Project Bravo, Project Charlie and Denton ISD.
  - b. Section 551.072 - Deliberation Regarding Real Property; to 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: Project Bravo and Naylor

## **RETURN TO OPEN SESSION**

13. Take action as may be necessary or appropriate on matters discussed in Executive Session.  
**Motion to approve the memorandum of understanding for Project Bravo and associated parcels;**  
**Motion made by King;**  
**Second by Paus**  
**Passed 4 to 0.**

**ADJOURNED at 7:10 P.M.**

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T. Lynn Tompkins, Jr., Mayor

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Donna Butler, Town Secretary



# COUNCIL AGENDA BRIEFING SHEET

Item 10 p. 1 of 30

## Meeting Date:

January 16, 2024

## Agenda Item:

Consider action on the Town's monthly financial reports – November and December 2023.

## Prepared by:

Kristi Gilbert, Town Administrator

## Description:

### **November Financials:**

The attached financials are the unaudited financials as of November 30, 2023. Due to the early date of the December meeting, the financials are being provided in January. The report is reflective of two months (16.7%) of the fiscal year. Most revenues should be tracking at 83.3% or lower, indicative of revenues at or exceeding budget projections. Most expenses should be tracking at 83.3% or higher, indicative of expenses at or lower than budget projections. Overall, general fund revenues are tracking at 82.1% and expenses are tracking at 82.67% with revenues exceeding expenditures by \$124,023.20 for the month and \$90,767.73 for the year to date. As a reminder, annual payments made in October include software and property/liability/workers compensation insurance resulting in the first few months of the fiscal year having higher than average expenses.

The following are exceptions of note for November:

- There is a small balance in Health Inspection Fees due to refund of a food truck permit fee in September 2023 that was not submitted as a complete application.
- Code Enforcement is over budget due to direction received to have an arborist inspect an unauthorized tree removal. The total cost of the inspection and follow-up report was \$3,238.76.
- Sanitation Services include a payment to the health inspector for the first round of health inspections for this fiscal year (second for the calendar year). These fees are offset by revenues for health permits received in the previous fiscal year.
- Legal fees reported in November include October and November billing.

### **December Financials:**

The attached financials are the unaudited financials as of December 31, 2023. The report is reflective of three months (25.0%) of the fiscal year. Most revenues should be tracking at 75.0% or lower, indicative of revenues at or exceeding budget projections. Most expenses should be tracking at 75.0% or higher, indicative of expenses at or lower than budget projections. Overall, general fund revenues are tracking at 74.44% and expenses are tracking at 76.77% with revenues exceeding expense by \$102,529.27 for the month and \$182,399.50 for the fiscal year to date.

The following are exceptions of note:

- The majority of our Electric Franchise fees are received once per year, in February.



## COUNCIL AGENDA BRIEFING SHEET

Item 10 p. 2 of 30

- We have already exceeded our budgeted revenues for Development/Platting Fees.
- Health Inspection and Alcohol Permit fees are invoice annually and due by the end of January.
- Most software expenses are paid at the beginning of the fiscal year for annual subscriptions.
- Building maintenance at the Police Department was higher due to electrical repairs necessary for the septic system and monument sign lights.

### Recommended Action:

Staff recommends approval.

### Attachments:

FY 24 Revenues and Expenditures as of November 30, 2023

November Transaction Detail

FY 24 Revenues and Expenditures as of December 31, 2023

December Transaction Detail

Town of Cross Roads  
Revenue And Expense Report  
As of November 30, 2023

<b>100 - General</b>	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
<b>Revenue Summary</b>							
-	352,984.83	688,329.33	3,847,605.00	3,159,275.67	82.10%	666,829.58	4,076,318.13
Revenue Totals*	<u>352,984.83</u>	<u>688,329.33</u>	<u>3,847,605.00</u>	<u>3,159,275.67</u>	<u>82.10%</u>	<u>666,829.58</u>	<u>4,076,318.13</u>
<b>Expense Summary</b>							
110-Administration	99,147.15	290,035.47	1,536,211.50	1,246,176.03	81.12%	281,774.26	1,443,360.53
210-Municipal Court	3,521.86	12,540.14	55,754.00	43,213.86	77.51%	10,309.75	39,744.92
310-Police	109,048.25	271,861.80	1,632,885.00	1,361,023.20	83.35%	237,374.94	1,361,857.46
410-Parks & Recreation	238.02	1,002.27	21,300.00	20,297.73	95.29%	2,697.74	20,471.52
510-Community Development	3,238.76	3,238.76	3,000.00	(238.76)	(7.96%)	0.00	400.00
520-Inspection	7,609.02	7,609.02	63,000.00	55,390.98	87.92%	1,175.49	42,524.90
610-Public Works	6,158.57	11,274.14	136,000.00	124,725.86	91.71%	3,053.16	96,025.93
Expense Totals	<u>228,961.63</u>	<u>597,561.60</u>	<u>3,448,150.50</u>	<u>2,850,588.90</u>	<u>82.67%</u>	<u>573,796.08</u>	<u>3,473,139.18</u>
Revenues Over(Under) Expenditures	<u>124,023.20</u>	<u>90,767.73</u>	<u>399,454.50</u>	<u>0.00</u>	<u>0.00%</u>	<u>93,033.50</u>	<u>603,178.95</u>
-40910 Transfers In	(385,000.00)	0.00		395,917.50	0.00%	0.00	(35,389.13)
710-Transfers Out	(806,215.70)	(727,825.31)		727,825.31	0.00%	37,410.74	468,753.92

Town of Cross Roads  
Revenue and Expense Report  
As of November 30, 2023

<b>100 - General</b>	<b>Department Reven</b>	<b>Current Month Expense/Rev</b>	<b>Year To Date Expense/Rev</b>	<b>Current Year Budget</b>	<b>Budget Balance Remaining</b>	<b>% Balance Remaining</b>	<b>Prior Year YTD Balance</b>	<b>Prior Year FY End Bal.</b>
<b>-----</b>								
<b>Sales Taxes</b>								
-40100 Sales Tax Revenue		287,139.97	562,212.71	3,000,000.00	2,437,787.29	81.26%	588,310.71	3,289,646.48
-40110 Mixed Beverage Tax Revenue		2,273.08	4,572.14	25,000.00	20,427.86	81.71%	3,912.13	25,422.48
Total Sales Taxes		<u>289,413.05</u>	<u>566,784.85</u>	<u>3,025,000.00</u>	<u>2,458,215.15</u>	<u>81.26%</u>	<u>592,222.84</u>	<u>3,315,068.96</u>
<b>Franchise Taxes</b>								
-40120 Franchise Tax Telecom		726.59	740.69	3,300.00	2,559.31	77.55%	876.11	3,392.19
-40121 Franchise Tax Waste		1,795.85	3,534.82	27,300.00	23,765.18	87.05%	5,764.56	27,478.28
-40122 Franchise Tax Electric		0.00	1,520.12	148,050.00	146,529.88	98.97%	1,467.94	142,345.37
-40123 Franchise Tax Gas		0.00	0.00	30,780.00	30,780.00	100.00%	0.00	28,533.85
-40124 Franchise Tax Mustang SUD		0.00	12,502.29	29,925.00	17,422.71	58.22%	8,931.75	30,394.08
Total Franchise Taxes		<u>2,522.44</u>	<u>18,297.92</u>	<u>239,355.00</u>	<u>221,057.08</u>	<u>92.36%</u>	<u>17,040.36</u>	<u>232,143.77</u>
<b>Licenses &amp; Permits</b>								
-40200 Development/Platng/Permit Fees		22,479.00	28,154.00	30,000.00	1,846.00	6.15%	1,544.80	19,523.70
-40201 Infrastructure Inspection Fees		0.00	1,000.00	75,000.00	74,000.00	98.67%	0.00	95,029.41
-40202 Residential Bldg Permits and Inspections		2,624.21	5,494.21	40,000.00	34,505.79	86.26%	17,024.46	53,049.78
-40203 Commercial Bldg Permits and Inspections		14,352.92	14,777.92	50,000.00	35,222.08	70.44%	750.00	46,431.58
-40204 Septic Permits and Fees		1,350.00	1,350.00	3,250.00	1,900.00	58.46%	650.00	4,550.00
-40206 Health Inspection and Fees		86.25	(38.75)	29,000.00	29,038.75	100.13%	0.00	20,718.50
-40207 Alcohol Permit/License		0.00	0.00	5,000.00	5,000.00	100.00%	0.00	5,095.00
-40208 Signs Permit and Fees		750.00	1,150.00	6,000.00	4,850.00	80.83%	700.00	5,450.00
Total Licenses & Permits		<u>41,642.38</u>	<u>51,887.38</u>	<u>238,250.00</u>	<u>186,362.62</u>	<u>78.22%</u>	<u>20,669.26</u>	<u>249,847.97</u>
<b>Court Revenue</b>								
-40210 Municipal Court Fines		9,902.41	20,818.96	190,000.00	169,181.04	89.04%	29,784.19	178,246.07
Total Court Revenue		<u>9,902.41</u>	<u>20,818.96</u>	<u>190,000.00</u>	<u>169,181.04</u>	<u>89.04%</u>	<u>29,784.19</u>	<u>178,246.07</u>
<b>Fines and Fees</b>								

-40300 Administrative Fees	896.00	2,079.00	25,000.00	22,921.00	91.68%	5,553.83	26,013.89
-40314 Credit Card Processing Fee	167.57	431.97	3,500.00	3,068.03	87.66%	488.41	3,914.67
-40330 Founder's Day Revenue	0.00	0.00	500.00	500.00	100.00%	0.00	925.00
Total Fines and Fees	<u>1,063.57</u>	<u>2,510.97</u>	<u>29,000.00</u>	<u>26,489.03</u>	<u>91.34%</u>	<u>6,042.24</u>	<u>30,853.56</u>
<b>Contributions</b>							
-40304 MDD Contribution	0.00	10,917.50	57,500.00	46,582.50	81.01%	0.00	27,605.00
Total Contributions	<u>0.00</u>	<u>10,917.50</u>	<u>57,500.00</u>	<u>46,582.50</u>	<u>81.01%</u>	<u>0.00</u>	<u>27,605.00</u>
<b>Investment Income</b>							
-40306 Interest Revenue	8,440.98	17,111.75	47,500.00	30,388.25	63.98%	1,070.69	53,852.87
Total Investment Income	<u>8,440.98</u>	<u>17,111.75</u>	<u>47,500.00</u>	<u>30,388.25</u>	<u>63.98%</u>	<u>1,070.69</u>	<u>53,852.87</u>
<b>Miscellaneous</b>							
-40315 Miscellaneous Income	0.00	0.00	1,000.00	1,000.00	100.00%	0.00	1,578.06
Total Miscellaneous	<u>0.00</u>	<u>0.00</u>	<u>1,000.00</u>	<u>1,000.00</u>	<u>100.00%</u>	<u>0.00</u>	<u>1,578.06</u>
<b>Donations</b>							
-40455 Donations	0.00	0.00	20,000.00	20,000.00	100.00%	0.00	22,511.00
Total Donations	<u>0.00</u>	<u>0.00</u>	<u>20,000.00</u>	<u>20,000.00</u>	<u>100.00%</u>	<u>0.00</u>	<u>22,511.00</u>
<b>Transfers</b>							
-40910 Transfers In	(385,000.00)	(395,917.50)	0.00	395,917.50	0.00%	0.00	(35,389.13)
Total Transfers	<u>(385,000.00)</u>	<u>(395,917.50)</u>	<u>0.00</u>	<u>395,917.50</u>	<u>0.00%</u>	<u>0.00</u>	<u>(35,389.13)</u>
Total	<u>(32,015.17)</u>	<u>292,411.83</u>	<u>3,847,605.00</u>	<u>3,555,193.17</u>	<u>92.40%</u>	<u>666,829.58</u>	<u>4,076,318.13</u>
Total Revenue	<u>(32,015.17)</u>	<u>292,411.83</u>	<u>3,847,605.00</u>	<u>3,555,193.17</u>	<u>92.40%</u>	<u>666,829.58</u>	<u>4,076,318.13</u>



100 - General	Department Expen	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
<b><u>110-Administration</u></b>								
<b><u>Personnel and Benefits</u></b>								
110-51101 Payroll Expenses: Wages		41,715.14	75,386.45	510,000.00	434,613.55	85.22%	72,704.91	463,465.81
110-51102 Overtime		0.00	0.00	800.00	800.00	100.00%	240.12	360.18
110-51105 Longevity Pay		0.00	0.00	1,200.00	1,200.00	100.00%	0.00	908.00
110-51109 Auto Allowance		150.00	300.00	1,800.00	1,500.00	83.33%	300.00	1,800.00
110-51210 Payroll Expenses: Company Contributions: Retirement		3,310.06	6,007.83	52,500.00	46,492.17	88.56%	5,483.24	36,869.41
110-51215 Payroll Expenses: Taxes		3,202.69	5,790.00	41,500.00	35,710.00	86.05%	5,664.48	35,747.09
110-51216 Employee Health Benefits		5,096.09	8,691.25	55,000.00	46,308.75	84.20%	8,331.34	46,027.74
110-51220 Workers Compensation		0.00	2,569.64	2,750.00	180.36	6.56%	1,823.99	2,986.83
110-51230 Unemployment		0.00	0.20	200.00	199.80	99.90%	8.49	73.60
110-51250 Mileage Reimbursements-Non Tax		0.00	0.00	100.00	100.00	100.00%	0.00	0.00
110-51255 Miscellaneous Reimbursements		0.00	0.00	100.00	100.00	100.00%	0.00	0.00
Total Personnel and Benefits		<u>53,473.98</u>	<u>98,745.37</u>	<u>665,950.00</u>	<u>567,204.63</u>	<u>85.17%</u>	<u>94,556.57</u>	<u>588,238.66</u>
<b><u>Supplies</u></b>								
110-52014 Office Supplies		218.29	251.04	6,500.00	6,248.96	96.14%	663.45	3,332.26
110-52030 Postage		0.00	76.99	1,250.00	1,173.01	93.84%	90.00	706.23
110-52100 Minor Tools and Equipment		584.97	644.46	5,250.00	4,605.54	87.72%	659.62	4,920.60
Total Supplies		<u>803.26</u>	<u>972.49</u>	<u>13,000.00</u>	<u>12,027.51</u>	<u>92.52%</u>	<u>1,413.07</u>	<u>8,959.09</u>
<b><u>Contractual Services</u></b>								
110-53001 Accounting and Auditing Fees		0.00	0.00	18,000.00	18,000.00	100.00%	0.00	13,843.75
110-53002 Advertising and Promotion		461.12	461.12	3,000.00	2,538.88	84.63%	846.14	8,276.44
110-53004 Software		1,384.01	14,926.14	30,000.00	15,073.86	50.25%	11,756.32	27,276.40
110-53006 Codification Services		0.00	0.00	4,250.00	4,250.00	100.00%	0.00	1,365.01
110-53010 Property and Liability Insurance		0.00	6,521.00	6,600.00	79.00	1.20%	3,453.76	3,424.64
110-53012 Legal Fees		25,752.17	25,752.17	75,000.00	49,247.83	65.66%	9,477.32	84,210.98
110-53015 Dues and Subscriptions		8.99	8.99	1,000.00	991.01	99.10%	0.00	1,335.92
110-53016 Public Notices/Dues		702.48	702.48	2,000.00	1,297.52	64.88%	187.99	2,103.74
110-53022 Training and Travel		1,673.26	2,235.64	17,750.00	15,514.36	87.40%	3,716.77	12,858.54

110-53030 Credit Card Charge	182.23	368.32	3,500.00	3,131.68	89.48%	455.94	3,262.79
110-53033 Community Events	68.80	38.80	20,000.00	19,961.20	99.81%	0.00	21,299.73
110-53045 Lease and CAM Pmts - Town Hall	5,404.93	10,809.86	71,000.00	60,190.14	84.77%	9,633.54	70,948.84
110-53050 Careflite Services	0.00	0.00	2,000.00	2,000.00	100.00%	24.00	1,536.00
110-53055 City of Aubrey Library Fund	0.00	0.00	5,000.00	5,000.00	100.00%	10,000.00	0.00
110-53080 Engineering Services	3,584.73	3,584.73	40,000.00	36,415.27	91.04%	2,351.98	12,481.52
110-53083 Professional Services	2,395.86	3,099.86	45,000.00	41,900.14	93.11%	12,891.96	83,558.25
110-53110 Utilities	531.83	693.12	7,750.00	7,056.88	91.06%	903.02	5,371.78
110-53225 Interlocal Fire	0.00	115,901.88	463,607.50	347,705.62	75.00%	115,901.88	452,300.00
110-53610 Election Expense	0.00	0.00	6,500.00	6,500.00	100.00%	0.00	3,803.15
110-53800 Sales Tax Overpmt 12/21 to 5/25 Payback	1,692.00	3,384.00	20,304.00	16,920.00	83.33%	3,384.00	20,304.00
Total Contractual Services	<u>43,842.41</u>	<u>188,488.11</u>	<u>842,261.50</u>	<u>653,773.39</u>	<u>77.62%</u>	<u>184,984.62</u>	<u>829,561.48</u>
<u>Maintenance</u>							
110-54010 Building Maintenance/Cleaning	1,027.50	1,829.50	15,000.00	13,170.50	87.80%	820.00	16,601.30
Total Maintenance	<u>1,027.50</u>	<u>1,829.50</u>	<u>15,000.00</u>	<u>13,170.50</u>	<u>87.80%</u>	<u>820.00</u>	<u>16,601.30</u>
Total Administration	<u>99,147.15</u>	<u>290,035.47</u>	<u>1,536,211.50</u>	<u>1,246,176.03</u>	<u>81.12%</u>	<u>281,774.26</u>	<u>1,443,360.53</u>
<b><u>.210-Municipal Court</u></b>							
<u>Personnel and Benefits</u>							
210-51101 Payroll Expenses: Wages	900.00	1,900.00	12,000.00	10,100.00	84.17%	1,500.00	10,600.00
210-51215 Payroll Expenses: Taxes	68.85	145.35	936.00	790.65	84.47%	114.75	810.90
210-51230 Unemployment	0.00	0.20	18.00	17.80	98.89%	1.50	10.60
Total Personnel and Benefits	<u>968.85</u>	<u>2,045.55</u>	<u>12,954.00</u>	<u>10,908.45</u>	<u>84.21%</u>	<u>1,616.25</u>	<u>11,421.50</u>
<u>Supplies</u>							
210-52014 Office Supplies	0.00	0.00	2,400.00	2,400.00	100.00%	330.00	1,940.23
210-52020 Court Supplies	0.00	0.00	1,000.00	1,000.00	100.00%	0.00	100.47
210-52030 Postage	0.00	0.00	1,700.00	1,700.00	100.00%	0.00	515.00
210-52100 Minor Tools and Equipment	0.00	122.95	1,350.00	1,227.05	90.89%	0.00	295.47
Total Supplies	<u>0.00</u>	<u>122.95</u>	<u>6,450.00</u>	<u>6,327.05</u>	<u>98.09%</u>	<u>330.00</u>	<u>2,851.17</u>
<u>Contractual Services</u>							
210-53004 Software	525.51	8,344.14	10,750.00	2,405.86	22.38%	7,236.00	7,236.00
210-53015 Dues and Subscriptions	0.00	0.00	250.00	250.00	100.00%	0.00	0.00
210-53022 Training and Travel	0.00	0.00	300.00	300.00	100.00%	0.00	0.00

210-53075 Prosecutor	2,027.50	2,027.50	24,000.00	21,972.50	91.55%	1,127.50	18,236.25
210-53076 Jury	0.00	0.00	350.00	350.00	100.00%	0.00	0.00
210-53077 Interpreter	0.00	0.00	400.00	400.00	100.00%	0.00	0.00
210-53078 Arrest/Jail Fees	0.00	0.00	300.00	300.00	100.00%	0.00	0.00
Total Contractual Services	<u>2,553.01</u>	<u>10,371.64</u>	<u>36,350.00</u>	<u>25,978.36</u>	<u>71.47%</u>	<u>8,363.50</u>	<u>25,472.25</u>
Total Municipal Court	<u>3,521.86</u>	<u>12,540.14</u>	<u>55,754.00</u>	<u>43,213.86</u>	<u>77.51%</u>	<u>10,309.75</u>	<u>39,744.92</u>
<b><u>310-Police</u></b>							
<b><u>Personnel and Benefits</u></b>							
310-51101 Payroll Expenses: Wages	72,847.99	136,536.59	988,000.00	851,463.41	86.18%	113,820.27	842,687.69
310-51102 Overtime	3,683.59	6,068.29	43,000.00	36,931.71	85.89%	10,176.50	40,172.95
310-51105 Longevity Pay	0.00	0.00	2,000.00	2,000.00	100.00%	0.00	488.00
310-51108 Incentive Pay	0.00	3,000.00	8,340.00	5,340.00	64.03%	3,750.00	3,750.00
310-51210 Payroll Expenses: Company Contributions: Retirement	6,329.18	12,041.54	95,000.00	82,958.46	87.32%	9,644.91	71,931.36
310-51215 Payroll Expenses: Taxes	5,854.65	11,138.71	84,000.00	72,861.29	86.74%	9,772.59	67,862.88
310-51216 Employee Health Benefits	7,555.48	16,668.84	110,000.00	93,331.16	84.85%	15,706.23	93,537.62
310-51220 Workers Compensation	0.00	40,114.96	41,500.00	1,385.04	3.34%	37,327.01	34,060.53
310-51230 Unemployment	2.75	8.52	500.00	491.48	98.30%	3.88	103.35
Total Personnel and Benefits	<u>96,273.64</u>	<u>225,577.45</u>	<u>1,372,340.00</u>	<u>1,146,762.55</u>	<u>83.56%</u>	<u>200,201.39</u>	<u>1,154,594.38</u>
<b><u>Supplies</u></b>							
310-52005 Uniforms	976.78	1,070.18	8,000.00	6,929.82	86.62%	(1,348.50)	4,520.08
310-52010 Law Enforcement Supplies	0.00	0.00	2,000.00	2,000.00	100.00%	385.96	3,976.96
310-52014 Office Supplies	675.46	675.46	5,000.00	4,324.54	86.49%	221.27	4,543.77
310-52015 Evidence Supplies	37.96	37.96	1,500.00	1,462.04	97.47%	0.00	3,064.74
310-52030 Postage	87.46	87.46	1,300.00	1,212.54	93.27%	172.32	1,305.41
310-52050 Fuel	2,359.13	2,359.13	40,000.00	37,640.87	94.10%	3,002.15	29,961.71
310-52100 Minor Tools and Equipment	(167.27)	(151.41)	5,500.00	5,651.41	102.75%	569.91	5,382.18
Total Supplies	<u>3,969.52</u>	<u>4,078.78</u>	<u>63,300.00</u>	<u>59,221.22</u>	<u>93.56%</u>	<u>3,003.11</u>	<u>52,754.85</u>
<b><u>Contractual Services</u></b>							
310-53004 Software	863.64	3,599.64	15,500.00	11,900.36	76.78%	4,193.38	5,646.58
310-53010 Property and Liability Insurance	0.00	15,396.00	15,500.00	104.00	0.67%	10,051.62	9,462.74
310-53012 Legal Fees	0.00	0.00	2,500.00	2,500.00	100.00%	0.00	275.00
310-53015 Dues and Subscriptions	0.00	0.00	1,645.00	1,645.00	100.00%	0.00	940.00
310-53022 Training and Travel	172.53	172.53	12,300.00	12,127.47	98.60%	1,260.75	8,223.30

310-53033 Community Events	515.62	515.62	3,500.00	2,984.38	85.27%	379.83	946.22
310-53081 Information Technology Services	1,071.50	2,143.00	19,500.00	17,357.00	89.01%	1,849.00	9,168.96
310-53083 Professional Services	0.00	0.00	9,700.00	9,700.00	100.00%	500.00	7,892.20
310-53091 Landscaping	0.00	0.00	3,000.00	3,000.00	100.00%	11.99	161.14
310-53110 Utilities	599.39	776.34	10,000.00	9,223.66	92.24%	1,189.50	9,330.23
310-53130 Telephone Mobile	1,520.50	1,520.50	10,000.00	8,479.50	84.80%	1,310.78	7,862.00
310-53210 Animal Control	1,327.38	2,622.38	16,500.00	13,877.62	84.11%	2,445.00	15,395.00
310-53230 County Public Safety Contracts	0.00	6,985.50	37,000.00	30,014.50	81.12%	5,639.03	29,981.11
Total Contractual Services	<u>6,070.56</u>	<u>33,731.51</u>	<u>156,645.00</u>	<u>122,913.49</u>	<u>78.47%</u>	<u>28,830.88</u>	<u>105,284.48</u>
<b><u>Maintenance</u></b>							
310-54010 Building Maintenance/Cleaning	1,814.55	2,540.05	10,600.00	8,059.95	76.04%	2,930.43	23,655.51
310-54020 Vehicles Maintenance	919.98	5,934.01	30,000.00	24,065.99	80.22%	2,409.13	25,568.24
Total Maintenance	<u>2,734.53</u>	<u>8,474.06</u>	<u>40,600.00</u>	<u>32,125.94</u>	<u>79.13%</u>	<u>5,339.56</u>	<u>49,223.75</u>
Total Police	<u>109,048.25</u>	<u>271,861.80</u>	<u>1,632,885.00</u>	<u>1,361,023.20</u>	<u>83.35%</u>	<u>237,374.94</u>	<u>1,361,857.46</u>
<b><u>410-Parks &amp; Recreation</u></b>							
<b><u>Contractual Services</u></b>							
410-53002 Advertising and Promotion	58.18	733.18	2,000.00	1,266.82	63.34%	0.00	607.25
410-53035 Park Events	89.25	178.50	10,500.00	10,321.50	98.30%	622.75	9,895.16
410-53110 Utilities	68.59	68.59	1,800.00	1,731.41	96.19%	396.68	1,114.54
Total Contractual Services	<u>216.02</u>	<u>980.27</u>	<u>14,300.00</u>	<u>13,319.73</u>	<u>93.14%</u>	<u>1,019.43</u>	<u>11,616.95</u>
<b><u>Maintenance</u></b>							
410-54030 Park Maintenance	22.00	22.00	7,000.00	6,978.00	99.69%	1,678.31	8,854.57
Total Maintenance	<u>22.00</u>	<u>22.00</u>	<u>7,000.00</u>	<u>6,978.00</u>	<u>99.69%</u>	<u>1,678.31</u>	<u>8,854.57</u>
Total Parks & Recreation	<u>238.02</u>	<u>1,002.27</u>	<u>21,300.00</u>	<u>20,297.73</u>	<u>95.29%</u>	<u>2,697.74</u>	<u>20,471.52</u>
<b><u>510-Community Development</u></b>							
<b><u>Contractual Services</u></b>							
510-53084 Code Enforcement Services	3,238.76	3,238.76	3,000.00	(238.76)	(7.96%)	0.00	400.00
Total Contractual Services	<u>3,238.76</u>	<u>3,238.76</u>	<u>3,000.00</u>	<u>(238.76)</u>	<u>(7.96%)</u>	<u>0.00</u>	<u>400.00</u>
Total Community Development	<u>3,238.76</u>	<u>3,238.76</u>	<u>3,000.00</u>	<u>(238.76)</u>	<u>(7.96%)</u>	<u>0.00</u>	<u>400.00</u>
<b><u>520-Inspection</u></b>							
<b><u>Contractual Services</u></b>							
520-53080 Engineering Inspection Services	2,459.02	2,459.02	20,000.00	17,540.98	87.70%	725.49	10,144.46

520-53085 Res & Com Building Review & Insp	0.00	0.00	20,000.00	20,000.00	100.00%	0.00	15,230.00
520-53090 Sanitation Services	5,150.00	5,150.00	18,000.00	12,850.00	71.39%	450.00	12,800.44
520-53095 Fire Inspection Services	0.00	0.00	5,000.00	5,000.00	100.00%	0.00	4,350.00
Total Contractual Services	<u>7,609.02</u>	<u>7,609.02</u>	<u>63,000.00</u>	<u>55,390.98</u>	<u>87.92%</u>	<u>1,175.49</u>	<u>42,524.90</u>
Total Inspection	<u>7,609.02</u>	<u>7,609.02</u>	<u>63,000.00</u>	<u>55,390.98</u>	<u>87.92%</u>	<u>1,175.49</u>	<u>42,524.90</u>
<b><u>.610-Public Works</u></b> -----							
<b><u>Contractual Services</u></b>							
610-53060 Street Materials and Signs	0.00	0.00	8,000.00	8,000.00	100.00%	0.00	5,406.77
610-53065 Mowing and ROW Cleanup	5,959.42	10,959.42	75,000.00	64,040.58	85.39%	2,731.48	54,404.84
610-53070 Street Contract/Repairs	0.00	0.00	50,000.00	50,000.00	100.00%	0.00	34,027.45
610-53110 Utilities	199.15	314.72	3,000.00	2,685.28	89.51%	321.68	2,186.87
Total Contractual Services	<u>6,158.57</u>	<u>11,274.14</u>	<u>136,000.00</u>	<u>124,725.86</u>	<u>91.71%</u>	<u>3,053.16</u>	<u>96,025.93</u>
Total Public Works	<u>6,158.57</u>	<u>11,274.14</u>	<u>136,000.00</u>	<u>124,725.86</u>	<u>91.71%</u>	<u>3,053.16</u>	<u>96,025.93</u>
<b><u>.710-Transfers Out</u></b> -----							
<b><u>Capital Outlay</u></b>							
710-59100 Transfers Out	<u>(806,215.70)</u>	<u>(727,825.31)</u>	<u>0.00</u>	<u>727,825.31</u>	<u>0.00%</u>	<u>37,410.74</u>	<u>468,753.92</u>
Total Capital Outlay	<u>(806,215.70)</u>	<u>(727,825.31)</u>	<u>0.00</u>	<u>727,825.31</u>	<u>0.00%</u>	<u>37,410.74</u>	<u>468,753.92</u>
Total Transfers Out	<u>(806,215.70)</u>	<u>(727,825.31)</u>	<u>0.00</u>	<u>727,825.31</u>	<u>0.00%</u>	<u>37,410.74</u>	<u>468,753.92</u>
Total Expense	<u>(577,254.07)</u>	<u>(130,263.71)</u>	<u>3,448,150.50</u>	<u>3,578,414.21</u>	<u>103.78%</u>	<u>573,796.08</u>	<u>3,473,139.18</u>

100-40910 includes \$50,000 transferred in from Point Bank General Fund Account to Independent General Fund Account to establish accounts at new depository. There was also a transfer of \$350,000 to the Excess Reserve General Fund Account which earns higher interest.

100-710-59100 includes a transfer of \$350,000 from excess reserve to the COVID account that was incorrectly sent by bank as well as reduction for transfers to excess fund to offset the income included in 100-40910 and the initial automatic sweep of funds in the amount of \$454,462 from TexPool.

# Town of Cross Roads

## Transaction Detail Report

### 11/1/2023 - 11/30/2023

**100 - General**

**Account 100-110-51216**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/21/2023	11/21/2023	LTD - Dec and Nov adjmt and Bruce Nov Life, dentl vision adjmt - LTD admin Dec 2023 and Bruce Nov adjmt	Metlife	Dec 2023 covg adj	12048	157.10	0.00	157.10
11/21/2023	11/21/2023	adjst Nov 2023	Blue Cross Blue Shield	adjst Nov 2023	12049	787.12	0.00	944.22
Total						944.22	0.00	

**100 - General**

**Account 100-110-52014**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/1/2023	11/1/2023	Parital MDD partial Genl Amz chgs to 10-31-2023 - P towesl, highlighters, pens, copy paper	Amazon Capital Services	Parital MDD partial	12019	101.64	0.00	101.64
11/8/2023	11/8/2023	Point Bank credit card chgs thru 10-22-2023 - Wal Mart	Point Bank	Point Bank credit c	12031	78.66	0.00	180.30
Total						180.30	0.00	

**100 - General**

**Account 100-110-52100**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/1/2023	11/1/2023	Service for dates: 9-21 to 10-25 CRPD and Town - Town inv 020024322	Xerox Corporation	020024317-02002	12018	310.93	0.00	310.93
11/28/2023	11/28/2023	Service to 11-21-2023 CRPD acct 101342699 / Town acct 726102197 - Inv 20228792 Town	Xerox Corporation	20228787 - 20228	12055	274.04	0.00	584.97
Total						584.97	0.00	

**100 - General**

**Account 100-110-53002**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/8/2023	11/8/2023	Point Bank credit card chgs thru 10-22-2023 - 4imprint	Point Bank	Point Bank credit c	12031	461.12	0.00	461.12
Total						461.12	0.00	

**100 - General**

**Account 100-110-53004**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/8/2023	11/8/2023	Point Bank credit card chgs thru 10-22-2023 - Adobe Mailchimp	Point Bank	Point Bank credit c	12031	1,384.01	0.00	1,384.01

22-2023 - Adobe, Mailchimp,  
DocuSign

Total 1,384.01 0.00

**100 - General****Account 100-110-53012**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/1/2023	11/1/2023	Legal fee charges thru 10-25-2023 -	Boyle & Lowry, L.L.P.	charges thru 10-25-2023	12009	2,309.73	0.00	2,309.73
11/1/2023	11/1/2023	Legal fee charges thru 10-25-2023 -	Boyle & Lowry, L.L.P.	charges thru 10-25-2023	12009	1,993.75	0.00	4,303.48
11/1/2023	11/1/2023	Legal fee charges thru 10-25-2023 -	Boyle & Lowry, L.L.P.	charges thru 10-25-2023	12009	68.75	0.00	4,372.23
11/1/2023	11/1/2023	Legal fee charges thru 10-25-2023 -	Boyle & Lowry, L.L.P.	charges thru 10-25-2023	12009	8,235.00	0.00	12,607.23
11/1/2023	11/1/2023	Legal fee charges thru 10-25-2023 -	Boyle & Lowry, L.L.P.	charges thru 10-25-2023	12009	1,925.00	0.00	14,532.23
11/1/2023	11/1/2023	Legal fee charges thru 10-25-2023 -	Boyle & Lowry, L.L.P.	charges thru 10-25-2023	12009	68.75	0.00	14,600.98
11/28/2023	11/28/2023	Legal Fees to 11/28/23 -	Boyle & Lowry, L.L.P.	Stmt to 11-28-2023	12056	3,696.19	0.00	18,297.17
11/28/2023	11/28/2023	Legal Fees to 11/28/23 -	Boyle & Lowry, L.L.P.	Stmt to 11-28-2023	12056	3,231.25	0.00	21,528.42
11/28/2023	11/28/2023	Legal Fees to 11/28/23 -	Boyle & Lowry, L.L.P.	Stmt to 11-28-2023	12056	343.75	0.00	21,872.17
11/28/2023	11/28/2023	Legal Fees to 11/28/23 -	Boyle & Lowry, L.L.P.	Stmt to 11-28-2023	12056	2,136.25	0.00	24,008.42
11/28/2023	11/28/2023	Legal Fees to 11/28/23 -	Boyle & Lowry, L.L.P.	Stmt to 11-28-2023	12056	825.00	0.00	24,833.42
11/28/2023	11/28/2023	Legal Fees to 11/28/23 -	Boyle & Lowry, L.L.P.	Stmt to 11-28-2023	12056	618.75	0.00	25,452.17
11/28/2023	11/28/2023	Legal Fees to 11/28/23 -	Boyle & Lowry, L.L.P.	Stmt to 11-28-2023	12056	162.50	0.00	25,614.67
11/28/2023	11/28/2023	Legal Fees to 11/28/23 -	Boyle & Lowry, L.L.P.	Stmt to 11-28-2023	12056	137.50	0.00	25,752.17
Total						<u>25,752.17</u>	<u>0.00</u>	

**100 - General****Account 100-110-53015**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/8/2023	11/8/2023	Point Bank credit card chgs thru 10-22-2023 - Denton Rcd Chronicle	Point Bank	Point Bank credit c	12031	8.99	0.00	8.99
Total						<u>8.99</u>	<u>0.00</u>	

**100 - General****Account 100-110-53016**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/1/2023	11/1/2023	Notice to Bidders inv 96618F29-0011 and public hearing 96618F29-0012 - Public hearing - imperial supply	Column Software PBC	96618F29-0011 ar	12012	85.52	0.00	85.52
11/1/2023	11/1/2023	Notice to Bidders inv 96618F29-	Column Software PBC	96618F29-0011 ar	12012	206.96	0.00	292.48



0011 and public hearing 96618F29-0012 - Bidders street maint.

11/8/2023	11/8/2023	Point Bank credit card chgs thru 10-22-2023 - Denton CRSRDCTR	Point Bank	Point Bank credit c 12031	410.00	0.00	702.48
Total					702.48	0.00	

**100 - General**

**Account 100-110-53022**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/1/2023	11/1/2023	Membership renewal to 12-31-2024 - Donna Butler	Texas Municipal Clerks Assoc	7451	12016	125.00	0.00	125.00
11/8/2023	11/8/2023	Point Bank credit card chgs thru 10-22-2023 - TML, Hyatt Place, USPS, Ace parking, Wendys	Point Bank	Point Bank credit c 12031		1,443.26	0.00	1,568.26
11/20/2023	11/20/2023	Grad Fee, Recert Enrollment fee - Donna Butler	Texas Municipal Clerks Assoc	8171	12047	105.00	0.00	1,673.26
Total						1,673.26	0.00	

**100 - General**

**Account 100-110-53030**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/2/2023	11/8/2023	Fee that Evolv chg's Town for CC pmts processed in month of Oct chg hits following month				182.23	0.00	182.23
Total						182.23	0.00	

**100 - General**

**Account 100-110-53033**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/8/2023	11/8/2023	Point Bank credit card chgs thru 10-22-2023 - Wal Mart, Atwood, Wal Mart	Point Bank	Point Bank credit c 12031		68.80	0.00	68.80
Total						68.80	0.00	

**100 - General**

**Account 100-110-53045**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/16/2023	11/16/2023	West Crossroads Dec 2023 rent - inv 2132 - Lease and Cam Town Hall	West Crossroads LTD	2132	12039	3,562.21	0.00	3,562.21
11/16/2023	11/16/2023	West Crossroads Dec 2023 rent - inv 2132 - Lease and Cam Town Hall Op'g Exp	West Crossroads LTD	2132	12039	1,842.72	0.00	5,404.93
Total						5,404.93	0.00	

**100 - General**

**Account 100-110-53080**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/21/2023	1/8/2024	Crctn - Charges to 10-31-23 due from Carl Oak Shores drainage				3,584.73	0.00	3,584.73

from Genl - Oak Shores drainage -  
Mayor ordered review

Total 3,584.73 0.00

**100 - General****Account 100-110-53083**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/8/2023	11/8/2023	Subscription Zactax-partial paid from MDD and partial from Town Hall	Eight 20 Consulting LLC	21833 half from g	12025	1,500.00	0.00	1,500.00
11/8/2023	11/8/2023	Point Bank credit card chgs thru 10-22-2023 - Hotel Indigo, Panera Bread	Point Bank	Point Bank credit c	12031	191.86	0.00	1,691.86
11/14/2023	11/14/2023	Background check - pre employment for Kanita Bruce	Checkr Inc.	1038806	12035	58.62	0.00	1,750.48
11/14/2023	11/16/2023	*VOID* Background check - pre employment for Kanita Bruce	Checkr Inc.	1038806	12035	0.00	58.62	1,691.86
11/20/2023	11/20/2023	Service to 11/30/2023: CRPD, Admin, Court - Admin IT services	Local Circuit	4582	12045	540.00	0.00	2,231.86
11/20/2023	11/20/2023	Service to 11/30/2023: CRPD, Admin, Court - PC and Cloud backup	Local Circuit	4582	12045	164.00	0.00	2,395.86
11/21/2023	11/21/2023	Charges to 10-31-23 due from Genl - Oak Shores drainage - Mayor ordered review before HOA meeting	Half Associates, Inc.	10108268-Genl	12051	3,584.73	0.00	5,980.59
11/21/2023	1/8/2024	Crctn - Charges to 10-31-23 AP-5080 - Oak Shores drainage - Mayor ordered review				0.00	3,584.73	2,395.86
Total						<u>6,039.21</u>	<u>3,643.35</u>	

**100 - General****Account 100-110-53110**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/1/2023	11/1/2023	Phones & Hotspots service to 10-07-23 - Town	AT&T Mobility	287310473254X10	12010	41.85	0.00	41.85
11/8/2023	11/8/2023	Town and CRPD phones - service to 11-01-2023 - Town	Intermedia Inc.	2311059185	12026	244.99	0.00	286.84
11/20/2023	11/20/2023	Phones and hotspots service to 11/07/23 - Admin - Town	AT&T Mobility	287310473254X11	12041	83.70	0.00	370.54
11/20/2023	11/20/2023	service to 12/05/23 - Town Hall Internet	AT&T	thru 12-05-23	12040	161.29	0.00	531.83
Total						<u>531.83</u>	<u>0.00</u>	

**100 - General****Account 100-110-53800**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/15/2023	11/15/2023	Record 100-40100 Rev with Sales Tax Overpmt Payback - 11/23 Rev and Payback				1,692.00	0.00	1,692.00

Total 1,692.00 0.00

100 - General

Account 100-110-54010

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/1/2023	11/1/2023	Cleaning to 11-02-2023 CRPD, Chambers, Town - Town Hall	Maid Up Cleaners LLC	cleaning to 11-02-	12015	175.50	0.00	175.50
11/1/2023	11/1/2023	Cleaning to 11-02-2023 CRPD, Chambers, Town - Chambers	Maid Up Cleaners LLC	cleaning to 11-02-	12015	50.00	0.00	225.50
11/8/2023	11/8/2023	Cleaning service to 11/09/2023: CRPD, Town Hall - Town Hall	Maid Up Cleaners LLC	service to 11/09/2	12027	175.50	0.00	401.00
11/14/2023	11/14/2023	Cleaning service to week ending: 11/16/23 - Court Chambers	Maid Up Cleaners LLC	Cleaning to 11/16/	12036	50.00	0.00	451.00
11/14/2023	11/14/2023	Cleaning service to week ending: 11/16/23 - Town Hall	Maid Up Cleaners LLC	Cleaning to 11/16/	12036	175.50	0.00	626.50
11/20/2023	11/20/2023	Cleaning to 11-22-23 - Town Hall	Maid Up Cleaners LLC	to 11/22/23	12046	175.50	0.00	802.00
11/28/2023	11/28/2023	Cleaning to 11/29/2023 - CRPD / Court / Town Hall - - Court	Maid Up Cleaners LLC	service to 11/29/2	12054	50.00	0.00	852.00
11/28/2023	11/28/2023	Cleaning to 11/29/2023 - CRPD / Court / Town Hall - - Town Hall	Maid Up Cleaners LLC	service to 11/29/2	12054	175.50	0.00	1,027.50
Total						1,027.50	0.00	

100 - General

Account 100-210-53004

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/8/2023	11/8/2023	Point Bank credit card chgs thru 10-22-2023 - Adobe	Point Bank	Point Bank credit c	12031	287.88	0.00	287.88
11/20/2023	11/20/2023	Service to 11/30/2023: CRPD, Admin, Court - Court PC and cloud backup	Local Circuit	4582	12045	237.63	0.00	525.51
Total						525.51	0.00	

100 - General

Account 100-210-53075

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/1/2023	11/1/2023	Legal fee charges thru 10-25-2023 - Court	Boyle & Lowry, L.L.P.	charges thru 10-25	12009	2,027.50	0.00	2,027.50
Total						2,027.50	0.00	

100 - General

Account 100-310-51216

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/21/2023	11/21/2023	LTD - Dec and Nov adjmt and Nov Life, dentl vision adjmt - CRPD Dec 2023 LTD	Metlife	Dec 2023 covg adj	12048	291.77	0.00	291.77
Total						291.77	0.00	

100 - General

Account 100-310-52005

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
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11/1/2023	11/1/2023	Inv 026105051 7 shirts and 10 chevrons	Galls LLC	026105051	12014	579.46	0.00	579.46
11/20/2023	11/20/2023	Soft Shell Liner Jacket - Qty 1 for female - patches shipped	Impact Promotional Services LLC	72370	12044	274.99	0.00	854.45
11/28/2023	11/28/2023	Inv 026308685 - Qty 12 - Sergeant chevrons - - Inv 026317931 - 1 cap - - chevrons	Galls LLC	026308685 / 026312053		71.20	0.00	925.65
11/28/2023	11/28/2023	Inv 026308685 - Qty 12 - Sergeant chevrons - - Inv 026317931 - 1 cap - - cap	Galls LLC	026308685 / 026312053		51.13	0.00	976.78
Total						976.78	0.00	

**100 - General**

**Account 100-310-52014**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/1/2023	11/1/2023	Parital MDD partial Genl Amz chgs to 10-31-2023 - Tableware, note pads, flag binders, batteries, T paper, decorations	Amazon Capital Services	Parital MDD partial	12019	414.14	0.00	414.14
11/1/2023	11/1/2023	Parital MDD partial Genl Amz chgs to 10-31-2023 - shipping, handling	Amazon Capital Services	Parital MDD partial	12019	162.81	0.00	576.95
11/8/2023	11/8/2023	Point Bank credit card chgs thru 10-22-2023 - Vistaprint	Point Bank	Point Bank credit c	12031	98.51	0.00	675.46
Total						675.46	0.00	

**100 - General**

**Account 100-310-52015**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/8/2023	11/8/2023	Point Bank credit card chgs thru 10-22-2023 - Atwood	Point Bank	Point Bank credit c	12031	37.96	0.00	37.96
Total						37.96	0.00	

**100 - General**

**Account 100-310-52030**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/8/2023	11/8/2023	Point Bank credit card chgs thru 10-22-2023 - UPS	Point Bank	Point Bank credit c	12031	87.46	0.00	87.46
Total						87.46	0.00	

**100 - General**

**Account 100-310-52050**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/7/2023	11/7/2023	Fuel charged in October 2023 - CRPD	WEX Bank	Fuel charged in Oc	12024	2,359.13	0.00	2,359.13
Total						2,359.13	0.00	

**100 - General**

**Account 100-310-52100**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
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11/1/2023	11/1/2023	Service for dates: 9-21 to 10-25 CRPD and Town - CRPD inv 020024317	Xerox Corporation	020024317-02002 12018	228.82	0.00	228.82
11/1/2023	11/1/2023	Parital MDD partial Genl Amz chgs to 10-31-2023 - Road flare kits - qty 4	Amazon Capital Services	Parital MDD partial 12019	139.96	0.00	368.78
11/1/2023	11/1/2023	Parital MDD partial Genl Amz chgs to 10-31-2023 - upc printing machine returned - received credit	Amazon Capital Services	Parital MDD partial 12019	0.00	766.08	(397.30)
11/28/2023	11/28/2023	Service to 11-21-2023 CRPD acct 101342699 / Town acct 726102197 - - Inv 20228787 CRPD	Xerox Corporation	20228787 - 20228 12055	230.03	0.00	(167.27)

Total	598.81	766.08
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**100 - General**

**Account 100-310-53004**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/8/2023	11/8/2023	Point Bank credit card chgs thru 10- 22-2023 - Adobe	Point Bank	Point Bank credit c 12031		863.64	0.00	863.64
Total						863.64	0.00	

**100 - General**

**Account 100-310-53022**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/8/2023	11/8/2023	Point Bank credit card chgs thru 10- 22-2023 - OSS academy, TDCAA, TX Police chiefs, Koy chinese, Sonic	Point Bank	Point Bank credit c 12031		172.53	0.00	172.53
Total						172.53	0.00	

**100 - General**

**Account 100-310-53033**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/2/2023	11/2/2023	Various food establishment inspections Oct 2023 - Hillbilly BBQ	Instant Inspector LLC	3341	12020	300.00	0.00	300.00
11/8/2023	11/8/2023	Point Bank credit card chgs thru 10- 22-2023 - Hillbilly's BBQ, Firehouse Subs, Chick fil a	Point Bank	Point Bank credit c 12031		215.62	0.00	515.62
Total						515.62	0.00	

**100 - General**

**Account 100-310-53081**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/20/2023	11/20/2023	Service to 11/30/2023: CRPD, Admin, Court - CRPD November 2023	Local Circuit	4582	12045	871.50	0.00	871.50
11/20/2023	11/20/2023	Service to 11/30/2023: CRPD, Admin, Court - CRPD service, all patrol cars 10/18 to 10/31	Local Circuit	4582	12045	200.00	0.00	1,071.50

Total 1,071.50 0.00

**100 - General****Account 100-310-53110**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/7/2023	11/7/2023	Water service to 10/15/2023 : CRPD acct 0081400-002, Parks acct 0077400-001 - CRPD	Mustang Special Utility District	Water service to 10/15/2023	12023	33.43	0.00	33.43
11/8/2023	11/8/2023	Town and CRPD phones - service to 11-01-2023 - CRPD	Intermedia Inc.	2311059185	12026	163.33	0.00	196.76
11/8/2023	11/8/2023	various accts service to 10-27 - acct xx2762 - CRPD	CoServ	9-28-23 to 10-27-23	12029	225.68	0.00	422.44
11/14/2023	11/14/2023	CRPD - Internet Service to 10/31/23	ACC Business	233040465	12033	176.95	0.00	599.39
Total						<u>599.39</u>	<u>0.00</u>	

**100 - General****Account 100-310-53130**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/1/2023	11/1/2023	Phones & Hotspots service to 10-07- 23 - CRPD	AT&T Mobility	287310473254X10	12010	871.32	0.00	871.32
11/20/2023	11/20/2023	Phones and hotspots service to 11/07/23 - CRPD	AT&T Mobility	287310473254X11	12041	649.18	0.00	1,520.50
Total						<u>1,520.50</u>	<u>0.00</u>	

**100 - General****Account 100-310-53210**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/14/2023	11/14/2023	Service for month October 2023 - new rate for animal control	All American Dogs	5318	12034	1,327.38	0.00	1,327.38
Total						<u>1,327.38</u>	<u>0.00</u>	

**100 - General****Account 100-310-54010**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/1/2023	11/1/2023	Worked on sewer line, new bolts and bow wax	CMS Mechanical Services Inc	101121	12011	414.55	0.00	414.55
11/1/2023	11/1/2023	Cleaning to 11-02-2023 CRPD, Chambers, Town - CRPD	Maid Up Cleaners LLC	cleaning to 11-02-	12015	150.00	0.00	564.55
11/8/2023	11/8/2023	Cleaning service to 11/09/2023: CRPD, Town Hall - CRPD	Maid Up Cleaners LLC	service to 11/09/2	12027	150.00	0.00	714.55
11/14/2023	11/14/2023	Cleaning service to week ending: 11/16/23 - CRPD	Maid Up Cleaners LLC	Cleaning to 11/16/	12036	150.00	0.00	864.55
11/20/2023	11/20/2023	Cleaning to 11-22-23 - CRPD	Maid Up Cleaners LLC	to 11/22/23	12046	150.00	0.00	1,014.55
11/28/2023	11/28/2023	Cleaning to 11/29/2023 - CRPD / Court / Town Hall - - CRPD	Maid Up Cleaners LLC	service to 11/29/2	12054	150.00	0.00	1,164.55
11/29/2023	11/29/2023	Test for possible broken pipe- women's RR drain line: \$375 1st hour \$275 addtnl hour	CMS Mechanical Services Inc	101670	12057	650.00	0.00	1,814.55

Total      1,814.55      0.00

**100 - General****Account 100-310-54020**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/1/2023	11/1/2023	2020 Chev Tahoe - Oil change	Fifth Gear	5000748	12013	96.27	0.00	96.27
11/1/2023	11/1/2023	stmt thru 10-31-2023 - only inv 8769283 - 2018 Chev Tahoe 2 tires / sensors	The Reinalt-Thomas Corp.	8769283	12017	120.00	0.00	216.27
11/8/2023	11/8/2023	Point Bank credit card chgs thru 10-22-2023 - Denton Co, Atwood, Car Wash	Point Bank	Point Bank credit c	12031	94.24	0.00	310.51
11/20/2023	11/20/2023	749, 849, 851, 859 - 2023 Chev oil chg inv 859	Fifth Gear	749, 849, 851, 859	12043	96.46	0.00	406.97
11/20/2023	11/20/2023	749, 849, 851, 859 - 2015 Ford Truck engine work inv 851	Fifth Gear	749, 849, 851, 859	12043	319.99	0.00	726.96
11/20/2023	11/20/2023	749, 849, 851, 859 - 2023 Chev oil chg inv 849	Fifth Gear	749, 849, 851, 859	12043	96.56	0.00	823.52
11/20/2023	11/20/2023	749, 849, 851, 859 - 2018 Chev oil chg inv 749	Fifth Gear	749, 849, 851, 859	12043	96.46	0.00	919.98
Total						<u>919.98</u>	<u>0.00</u>	

**100 - General****Account 100-410-53002**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/8/2023	11/8/2023	Point Bank credit card chgs thru 10-22-2023 - Facebk/Meta	Point Bank	Point Bank credit c	12031	58.18	0.00	58.18
Total						<u>58.18</u>	<u>0.00</u>	

**100 - General****Account 100-410-53035**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/28/2023	11/28/2023	4 week rental - 11/22 - 12/19/2023	Texas Johns	192154	12052	89.25	0.00	89.25
Total						<u>89.25</u>	<u>0.00</u>	

**100 - General****Account 100-410-53110**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/7/2023	11/7/2023	Water service to 10/15/2023 : CRPD acct 0081400-002, Parks acct 0077400-001 - Parks	Mustang Special Utility District	Water service to 10-15-23	12023	40.48	0.00	40.48
11/8/2023	11/8/2023	various accts service to 10-27 - acct xx2764 - Parks	CoServ	9-28-23 to 10-27-23	12029	28.11	0.00	68.59
Total						<u>68.59</u>	<u>0.00</u>	



**100 - General**

**Account 100-410-54030**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/8/2023	11/8/2023	Point Bank credit card chgs thru 10-22-2023 - Storaage King	Point Bank	Point Bank credit c 12031		22.00	0.00	22.00
					Total	22.00	0.00	

**100 - General**

**Account 100-410-59100**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/30/2023	11/30/2023	Reverse the Transfer sweep that moved \$\$ from Excess Reserve into Covid Fund				0.00	350,000.00	(350,000.00)
11/30/2023	12/4/2023	Crtcn to GL-5126 Transf Out acct # - (Reverse Transfer sweep Excess Reserve into Covid)				350,000.00	0.00	0.00
					Total	350,000.00	350,000.00	

**100 - General**

**Account 100-510-53084**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/21/2023	11/21/2023	Charges to 10-31-23 due from Genl Tree - Mayor authorized Arborist inspection and report	Halff Associates, Inc.	10108268-Genl	12051	3,238.76	0.00	3,238.76
					Total	3,238.76	0.00	

**100 - General**

**Account 100-520-53080**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/21/2023	11/21/2023	Charges to 10-31-23 due from Genl General inspections	Halff Associates, Inc.	10108268-Genl	12051	2,459.02	0.00	2,459.02
					Total	2,459.02	0.00	

**100 - General**

**Account 100-520-53090**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/2/2023	11/2/2023	Various food establishment inspections Oct 2023 - \$125 each qty 40 and \$75 aty 2	Instant Inspector LLC	3341	12020	5,150.00	0.00	5,150.00
					Total	5,150.00	0.00	

**100 - General**

**Account 100-610-51101**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/20/2023	11/20/2023	50 hours - contract 11/06 to 11/17/23	Billy Joe Lerma	contract to 11-17-23	12042	2,500.00	0.00	2,500.00
11/20/2023	12/4/2023	Crctn ck#12042 Billy Lerma contract to 11-17-23- Exp acct s/be 610-53065 - - not 610-51101				0.00	2,500.00	0.00
					Total	2,500.00	2,500.00	

**100 - General**

**Account 100-610-53065**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/7/2023	11/7/2023	Contract 10/23 to 11/03/2023-50 hours and also same dates extra guy	Billy Joe Lerma	Contract 10/23 to	12021	2,500.00	0.00	2,500.00
11/7/2023	11/7/2023	40 Hours - 50 hours Contract 10/23 to 11/03/2023-50 hours and also same dates extra guy	Billy Joe Lerma	Contract 10/23 to	12021	600.00	0.00	3,100.00
11/8/2023	11/8/2023	40 Hours - 40 hours Point Bank credit card chgs thru 10-22-2023 - Lowes, Landfill-multiple runs, Wal Mart	Point Bank	Point Bank credit c	12031	359.42	0.00	3,459.42
11/20/2023	12/4/2023	Crctn ck#12042 Billy Lerma contract to 11-17-23 - Exp acct s/be 610-53065 - - not 610-51101				2,500.00	0.00	5,959.42
Total						5,959.42	0.00	

**100 - General**

**Account 100-610-53070**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/9/2023	11/9/2023	Quality Excavation Inv 4780-request Reimbmt from Mustang SUD-Fishtrap Rd Emerg repair	Quality Excavation LLC	4780	12032	3,349.25	0.00	3,349.25
11/9/2023	11/9/2023	*VOID* Quality Excavation Inv 4780-request Reimbmt from Mustang SUD-Fishtrap Rd Emerg repair	Quality Excavation LLC	4780	12032	0.00	3,349.25	0.00
Total						3,349.25	3,349.25	

**100 - General**

**Account 100-610-53110**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/8/2023	11/8/2023	various accts service to 10-27 - acct xx2767 - light	CoServ	9-28-23 to 10-27-	12029	34.06	0.00	34.06
11/8/2023	11/8/2023	various accts service to 10-27 - acct xx2766 - light	CoServ	9-28-23 to 10-27-	12029	17.03	0.00	51.09
11/8/2023	11/8/2023	various accts service to 10-27 - acct xx2765 - light	CoServ	9-28-23 to 10-27-	12029	17.03	0.00	68.12
11/8/2023	11/8/2023	various accts service to 10-27 - acct xx2769 - light	CoServ	9-28-23 to 10-27-	12029	11.82	0.00	79.94
11/14/2023	11/14/2023	Naylor Rd lights service to 11/07/2023	CoServ	service to 11-07-2	12038	119.21	0.00	199.15
Total						199.15	0.00	

**100 - General**

**Account 100-710-59100**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/9/2023	11/27/2023	Record initial auto sweep Excess Reserve transaction before turned auto sweep off 11-22-23				0.00	454,462.65	(454,462.65)

11/16/2023	11/27/2023	Record initial auto sweep Excess Reserve transaction before turned auto sweep off 11-22-23	0.00	41,032.30	(495,494.95)
11/16/2023	11/30/2023	Trsf Out debit - 14.29% of \$\$ credited to 100-40100 11/23 to 100-40100 Revenue moved to 370-11054 ckg	41,032.30	0.00	(454,462.65)
11/20/2023	11/20/2023	Child Safety Revenue/Reimbmt 11-20-23 \$1753.05	0.00	1,753.05	(456,215.70)
11/30/2023	12/4/2023	Crtcn to GL-5126 Transf Out acct # - (Reverse Transfer sweep Excess Reserve into Covid)	0.00	350,000.00	(806,215.70)
Total			<u>41,032.30</u>	<u>847,248.00</u>	

Town of Cross Roads  
Revenue And Expense Report  
As of December 31, 2023

<b>100 - General</b>	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
<b>Revenue Summary</b>							
-	305,929.05	983,340.88	3,847,605.00	2,864,264.12	74.44%	973,198.87	4,076,318.13
Revenue Totals	<u>305,929.05</u>	<u>983,340.88</u>	<u>3,847,605.00</u>	<u>2,864,264.12</u>	<u>74.44%</u>	<u>973,198.87</u>	<u>4,076,318.13</u>
<b>Expense Summary</b>							
110-Administration	74,593.83	364,629.30	1,536,211.50	1,171,582.20	76.26%	357,604.71	1,443,360.53
210-Municipal Court	1,696.46	14,236.60	55,754.00	41,517.40	74.47%	12,663.46	39,744.92
310-Police	118,951.34	390,813.14	1,632,885.00	1,242,071.86	76.07%	343,808.69	1,361,857.46
410-Parks & Recreation	989.85	1,992.12	21,300.00	19,307.88	90.65%	3,222.23	20,471.52
510-Community Development	1,122.75	4,361.51	3,000.00	(1,361.51)	(45.38%)	0.00	400.00
520-Inspection	705.59	8,314.61	63,000.00	54,685.39	86.80%	6,131.76	42,524.90
610-Public Works	5,339.96	16,614.10	136,000.00	119,385.90	87.78%	8,769.73	96,025.93
Expense Totals	<u>203,399.78</u>	<u>800,961.38</u>	<u>3,448,150.50</u>	<u>2,647,189.12</u>	<u>76.77%</u>	<u>841,215.57</u>	<u>3,473,139.18</u>
Revenues Over(Under) Expenditures	<u>102,529.27</u>	<u>182,379.50</u>	<u>399,454.50</u>	<u>0.00</u>	<u>0.00%</u>	<u>131,983.30</u>	<u>603,178.95</u>
-40910 Transfers In	0.00	(385,000.00)		395,917.50	0.00%	0.00	(35,389.13)
710-Transfers Out	(66,877.30)	(794,702.61)	0.00	794,702.61	0.00%	109,014.99	468,753.92

Town of Cross Roads  
Revenue and Expense Report  
As of December 31, 2023

<b>100 - General</b>	<b>Department Reven</b>	<b>Current Month Expense/Rev</b>	<b>Year To Date Expense/Rev</b>	<b>Current Year Budget</b>	<b>Budget Balance Remaining</b>	<b>% Balance Remaining</b>	<b>Prior Year YTD Balance</b>	<b>Prior Year FY End Bal.</b>
<b>-----</b>								
<b><u>Sales Taxes</u></b>								
-40100 Sales Tax Revenue		256,904.84	819,117.55	3,000,000.00	2,180,882.45	72.70%	856,782.73	3,289,646.48
-40110 Mixed Beverage Tax Revenue		2,259.28	6,831.42	25,000.00	18,168.58	72.67%	5,838.58	25,422.48
Total Sales Taxes		<u>259,164.12</u>	<u>825,948.97</u>	<u>3,025,000.00</u>	<u>2,199,051.03</u>	<u>72.70%</u>	<u>862,621.31</u>	<u>3,315,068.96</u>
<b><u>Franchise Taxes</u></b>								
-40120 Franchise Tax Telecom		4.74	745.43	3,300.00	2,554.57	77.41%	886.23	3,392.19
-40121 Franchise Tax Waste		2,609.81	6,144.63	27,300.00	21,155.37	77.49%	5,764.56	27,478.28
-40122 Franchise Tax Electric		0.00	1,520.12	148,050.00	146,529.88	98.97%	1,467.94	142,345.37
-40123 Franchise Tax Gas		0.00	0.00	30,780.00	30,780.00	100.00%	0.00	28,533.85
-40124 Franchise Tax Mustang SUD		0.00	12,502.29	29,925.00	17,422.71	58.22%	8,931.75	30,394.08
Total Franchise Taxes		<u>2,614.55</u>	<u>20,912.47</u>	<u>239,355.00</u>	<u>218,442.53</u>	<u>91.26%</u>	<u>17,050.48</u>	<u>232,143.77</u>
<b><u>Licenses &amp; Permits</u></b>								
-40200 Development/Platting/Permit Fees		5,433.94	33,587.94	30,000.00	(3,587.94)	(11.96%)	3,616.30	19,523.70
-40201 Infrastructure Inspection Fees		0.00	1,000.00	75,000.00	74,000.00	98.67%	0.00	95,029.41
-40202 Residential Bldg Permits and Inspections		2,151.75	7,645.96	40,000.00	32,354.04	80.89%	22,668.56	53,049.78
-40203 Commercial Bldg Permits and Inspections		0.00	14,777.92	50,000.00	35,222.08	70.44%	4,834.64	46,431.58
-40204 Septic Permits and Fees		700.00	2,050.00	3,250.00	1,200.00	36.92%	650.00	4,550.00
-40206 Health Inspection and Fees		10,941.25	10,902.50	29,000.00	18,097.50	62.41%	5,786.00	20,718.50
-40207 Alcohol Permit/License		2,405.00	2,405.00	5,000.00	2,595.00	51.90%	3,595.00	5,095.00
-40208 Signs Permit and Fees		0.00	1,150.00	6,000.00	4,850.00	80.83%	3,600.00	5,450.00
Total Licenses & Permits		<u>21,631.94</u>	<u>73,519.32</u>	<u>238,250.00</u>	<u>164,730.68</u>	<u>69.14%</u>	<u>44,750.50</u>	<u>249,847.97</u>
<b><u>Court Revenue</u></b>								
-40210 Municipal Court Fines		10,898.79	31,717.75	190,000.00	158,282.25	83.31%	39,625.46	178,246.07
Total Court Revenue		<u>10,898.79</u>	<u>31,717.75</u>	<u>190,000.00</u>	<u>158,282.25</u>	<u>83.31%</u>	<u>39,625.46</u>	<u>178,246.07</u>
<b><u>Fines and Fees</u></b>								

-40300 Administrative Fees	907.90	2,986.90	25,000.00	22,013.10	88.05%	6,668.75	26,013.89
-40314 Credit Card Processing Fee	288.18	720.15	3,500.00	2,779.85	79.42%	969.50	3,914.67
-40330 Founder's Day Revenue	0.00	0.00	500.00	500.00	100.00%	0.00	925.00
Total Fines and Fees	<u>1,196.08</u>	<u>3,707.05</u>	<u>29,000.00</u>	<u>25,292.95</u>	<u>87.22%</u>	<u>7,638.25</u>	<u>30,853.56</u>
<b><u>Contributions</u></b>							
-40304 MDD Contribution	0.00	10,917.50	57,500.00	46,582.50	81.01%	5,562.50	27,605.00
Total Contributions	<u>0.00</u>	<u>10,917.50</u>	<u>57,500.00</u>	<u>46,582.50</u>	<u>81.01%</u>	<u>5,562.50</u>	<u>27,605.00</u>
<b><u>Investment Income</u></b>							
-40306 Interest Revenue	10,423.57	27,535.32	47,500.00	19,964.68	42.03%	1,631.63	53,852.87
Total Investment Income	<u>10,423.57</u>	<u>27,535.32</u>	<u>47,500.00</u>	<u>19,964.68</u>	<u>42.03%</u>	<u>1,631.63</u>	<u>53,852.87</u>
<b><u>Miscellaneous</u></b>							
-40315 Miscellaneous Income	0.00	0.00	1,000.00	1,000.00	100.00%	0.00	1,578.06
Total Miscellaneous	<u>0.00</u>	<u>0.00</u>	<u>1,000.00</u>	<u>1,000.00</u>	<u>100.00%</u>	<u>0.00</u>	<u>1,578.06</u>
<b><u>Donations</u></b>							
-40455 Donations	0.00	0.00	20,000.00	20,000.00	100.00%	0.00	22,511.00
Total Donations	<u>0.00</u>	<u>0.00</u>	<u>20,000.00</u>	<u>20,000.00</u>	<u>100.00%</u>	<u>0.00</u>	<u>22,511.00</u>
<b><u>Transfers</u></b>							
-40910 Transfers In	0.00	(395,917.50)	0.00	395,917.50	0.00%	(5,681.26)	(35,389.13)
Total Transfers	<u>0.00</u>	<u>(395,917.50)</u>	<u>0.00</u>	<u>395,917.50</u>	<u>0.00%</u>	<u>(5,681.26)</u>	<u>(35,389.13)</u>
Total	<u>305,929.05</u>	<u>598,340.88</u>	<u>3,847,605.00</u>	<u>3,249,264.12</u>	<u>84.45%</u>	<u>973,198.87</u>	<u>4,076,318.13</u>
Total Revenue	<u>305,929.05</u>	<u>598,340.88</u>	<u>3,847,605.00</u>	<u>3,249,264.12</u>	<u>84.45%</u>	<u>973,198.87</u>	<u>4,076,318.13</u>

100 - General	Department Expen	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
<b><u>110-Administration</u></b>								
<b><u>Personnel and Benefits</u></b>								
110-51101 Payroll Expenses: Wages		38,681.98	114,068.43	510,000.00	395,931.57	77.63%	119,378.15	463,465.81
110-51102 Overtime		0.00	0.00	800.00	800.00	100.00%	360.18	360.18
110-51105 Longevity Pay		1,148.00	1,148.00	1,200.00	52.00	4.33%	908.00	908.00
110-51109 Auto Allowance		150.00	450.00	1,800.00	1,350.00	75.00%	450.00	1,800.00
110-51210 Payroll Expenses: Company Contributions: Retirement		3,185.95	9,193.78	52,500.00	43,306.22	82.49%	9,034.54	36,869.41
110-51215 Payroll Expenses: Taxes		3,045.03	8,835.03	41,500.00	32,664.97	78.71%	9,325.12	35,747.09
110-51216 Employee Health Benefits		4,293.76	12,985.01	55,000.00	42,014.99	76.39%	12,451.98	46,027.74
110-51220 Workers Compensation		0.00	2,569.64	2,750.00	180.36	6.56%	2,986.83	2,986.83
110-51230 Unemployment		7.31	7.51	200.00	192.49	96.25%	10.84	73.60
110-51250 Mileage Reimbursements-Non Tax		0.00	0.00	100.00	100.00	100.00%	0.00	0.00
110-51255 Miscellaneous Reimbursements		0.00	0.00	100.00	100.00	100.00%	0.00	0.00
Total Personnel and Benefits		<u>50,512.03</u>	<u>149,257.40</u>	<u>665,950.00</u>	<u>516,692.60</u>	<u>77.59%</u>	<u>154,905.64</u>	<u>588,238.66</u>
<b><u>Supplies</u></b>								
110-52014 Office Supplies		109.20	360.24	6,500.00	6,139.76	94.46%	913.23	3,332.26
110-52030 Postage		0.00	76.99	1,250.00	1,173.01	93.84%	174.99	706.23
110-52100 Minor Tools and Equipment		55.52	699.98	5,250.00	4,550.02	86.67%	1,321.69	4,920.60
Total Supplies		<u>164.72</u>	<u>1,137.21</u>	<u>13,000.00</u>	<u>11,862.79</u>	<u>91.25%</u>	<u>2,409.91</u>	<u>8,959.09</u>
<b><u>Contractual Services</u></b>								
110-53001 Accounting and Auditing Fees		375.00	375.00	18,000.00	17,625.00	97.92%	0.00	13,843.75
110-53002 Advertising and Promotion		0.00	461.12	3,000.00	2,538.88	84.63%	1,921.76	8,276.44
110-53004 Software		251.74	15,177.88	30,000.00	14,822.12	49.41%	12,157.53	27,276.40
110-53006 Codification Services		0.00	0.00	4,250.00	4,250.00	100.00%	0.00	1,365.01
110-53010 Property and Liability Insurance		0.00	6,521.00	6,600.00	79.00	1.20%	3,424.64	3,424.64
110-53012 Legal Fees		9,358.79	35,110.96	75,000.00	39,889.04	53.19%	13,238.59	84,210.98
110-53015 Dues and Subscriptions		8.99	17.98	1,000.00	982.02	98.20%	0.00	1,335.92
110-53016 Public Notices/Dues		85.52	788.00	2,000.00	1,212.00	60.60%	205.97	2,103.74
110-53022 Training and Travel		256.99	2,492.63	17,750.00	15,257.37	85.96%	5,865.77	12,858.54

110-53030 Credit Card Charge	99.76	468.08	3,500.00	3,031.92	86.63%	771.85	3,262.79
110-53033 Community Events	0.00	38.80	20,000.00	19,961.20	99.81%	0.00	21,299.73
110-53045 Lease and CAM Pmts - Town Hall	5,404.93	16,214.79	71,000.00	54,785.21	77.16%	14,112.98	70,948.84
110-53050 Careflite Services	0.00	0.00	2,000.00	2,000.00	100.00%	24.00	1,536.00
110-53055 City of Aubrey Library Fund	0.00	0.00	5,000.00	5,000.00	100.00%	0.00	0.00
110-53080 Engineering Services	4,082.32	7,667.05	40,000.00	40,000.00	100.00%	3,047.67	12,481.52
110-53083 Professional Services	1,174.62	12,316.53	45,000.00	32,683.47	72.63%	21,097.53	83,558.25
110-53110 Utilities	499.92	1,193.04	7,750.00	6,556.96	84.61%	1,089.99	5,371.78
110-53225 Interlocal Fire	0.00	115,901.88	463,607.50	347,705.62	75.00%	115,901.88	452,300.00
110-53610 Election Expense	0.00	0.00	6,500.00	6,500.00	100.00%	0.00	3,803.15
110-53800 Sales Tax Overpmt 12/21 to 5/25 Payback	1,692.00	5,076.00	20,304.00	15,228.00	75.00%	5,076.00	20,304.00
Total Contractual Services	<u>23,290.58</u>	<u>211,778.69</u>	<u>842,261.50</u>	<u>630,482.81</u>	<u>74.86%</u>	<u>197,936.16</u>	<u>829,561.48</u>
<b><u>Maintenance</u></b>							
110-54010 Building Maintenance/Cleaning	626.50	2,456.00	15,000.00	12,544.00	83.63%	2,353.00	16,601.30
Total Maintenance	<u>626.50</u>	<u>2,456.00</u>	<u>15,000.00</u>	<u>12,544.00</u>	<u>83.63%</u>	<u>2,353.00</u>	<u>16,601.30</u>
Total Administration	<u>74,593.83</u>	<u>364,629.30</u>	<u>1,536,211.50</u>	<u>1,171,582.20</u>	<u>76.26%</u>	<u>357,604.71</u>	<u>1,443,360.53</u>
<b><u>210-Municipal Court</u></b>							
<b><u>Personnel and Benefits</u></b>							
210-51101 Payroll Expenses: Wages	0.00	1,900.00	12,000.00	10,100.00	84.17%	1,800.00	10,600.00
210-51215 Payroll Expenses: Taxes	0.00	145.35	936.00	790.65	84.47%	137.70	810.90
210-51230 Unemployment	0.00	0.20	18.00	17.80	98.89%	1.80	10.60
Total Personnel and Benefits	<u>0.00</u>	<u>2,045.55</u>	<u>12,954.00</u>	<u>10,908.45</u>	<u>84.21%</u>	<u>1,939.50</u>	<u>11,421.50</u>
<b><u>Supplies</u></b>							
210-52014 Office Supplies	562.95	562.95	2,400.00	1,837.05	76.54%	725.46	1,940.23
210-52020 Court Supplies	0.00	0.00	1,000.00	1,000.00	100.00%	0.00	100.47
210-52030 Postage	0.00	0.00	1,700.00	1,700.00	100.00%	0.00	515.00
210-52100 Minor Tools and Equipment	130.88	253.83	1,350.00	1,096.17	81.20%	0.00	295.47
Total Supplies	<u>693.83</u>	<u>816.78</u>	<u>6,450.00</u>	<u>5,633.22</u>	<u>87.34%</u>	<u>725.46</u>	<u>2,851.17</u>
<b><u>Contractual Services</u></b>							
210-53004 Software	237.63	8,581.77	10,750.00	2,168.23	20.17%	7,236.00	7,236.00
210-53015 Dues and Subscriptions	0.00	0.00	250.00	250.00	100.00%	0.00	0.00
210-53022 Training and Travel	0.00	0.00	300.00	300.00	100.00%	0.00	0.00



210-53075 Prosecutor	765.00	2,792.50	24,000.00	21,207.50	88.36%	2,762.50	18,236.25
210-53076 Jury	0.00	0.00	350.00	350.00	100.00%	0.00	0.00
210-53077 Interpreter	0.00	0.00	400.00	400.00	100.00%	0.00	0.00
210-53078 Arrest/Jail Fees	0.00	0.00	300.00	300.00	100.00%	0.00	0.00
Total Contractual Services	<u>1,002.63</u>	<u>11,374.27</u>	<u>36,350.00</u>	<u>24,975.73</u>	<u>68.71%</u>	<u>9,998.50</u>	<u>25,472.25</u>
Total Municipal Court	<u>1,696.46</u>	<u>14,236.60</u>	<u>55,754.00</u>	<u>41,517.40</u>	<u>74.47%</u>	<u>12,663.46</u>	<u>39,744.92</u>

**310-Police** -----  
**Personnel and Benefits**

310-51101 Payroll Expenses: Wages	72,808.98	209,345.57	988,000.00	778,654.43	78.81%	182,377.72	842,687.69
310-51102 Overtime	4,303.77	10,372.06	43,000.00	32,627.94	75.88%	12,238.73	40,172.95
310-51105 Longevity Pay	848.00	848.00	2,000.00	1,152.00	57.60%	488.00	488.00
310-51108 Incentive Pay	0.00	3,000.00	8,340.00	5,340.00	64.03%	3,750.00	3,750.00
310-51210 Payroll Expenses: Company Contributions: Retirement	6,447.34	18,488.88	95,000.00	76,511.12	80.54%	15,013.55	71,931.36
310-51215 Payroll Expenses: Taxes	5,963.99	17,102.70	84,000.00	66,897.30	79.64%	15,212.30	67,862.88
310-51216 Employee Health Benefits	7,527.22	24,196.06	110,000.00	85,803.94	78.00%	23,454.17	93,537.62
310-51220 Workers Compensation	0.00	40,114.96	41,500.00	1,385.04	3.34%	34,060.53	34,060.53
310-51230 Unemployment	0.00	8.52	500.00	491.48	98.30%	3.88	103.35
Total Personnel and Benefits	<u>97,899.30</u>	<u>323,476.75</u>	<u>1,372,340.00</u>	<u>1,048,863.25</u>	<u>76.43%</u>	<u>286,598.88</u>	<u>1,154,594.38</u>

**Supplies**

310-52005 Uniforms	0.00	1,070.18	8,000.00	6,929.82	86.62%	(985.84)	4,520.08
310-52010 Law Enforcement Supplies	443.73	443.73	2,000.00	1,556.27	77.81%	601.51	3,976.96
310-52014 Office Supplies	520.29	1,195.75	5,000.00	3,804.25	76.09%	600.24	4,543.77
310-52015 Evidence Supplies	0.00	37.96	1,500.00	1,462.04	97.47%	0.00	3,064.74
310-52030 Postage	92.78	180.24	1,300.00	1,119.76	86.14%	432.77	1,305.41
310-52050 Fuel	2,142.40	4,501.53	40,000.00	35,498.47	88.75%	5,035.20	29,961.71
310-52100 Minor Tools and Equipment	613.22	461.81	5,500.00	5,038.19	91.60%	1,929.03	5,382.18
Total Supplies	<u>3,812.42</u>	<u>7,891.20</u>	<u>63,300.00</u>	<u>55,408.80</u>	<u>87.53%</u>	<u>7,612.91</u>	<u>52,754.85</u>

**Contractual Services**

310-53004 Software	0.00	3,599.64	15,500.00	11,900.36	76.78%	4,193.38	5,646.58
310-53010 Property and Liability Insurance	0.00	15,396.00	15,500.00	104.00	0.67%	9,462.74	9,462.74
310-53012 Legal Fees	0.00	0.00	2,500.00	2,500.00	100.00%	0.00	275.00
310-53015 Dues and Subscriptions	0.00	0.00	1,645.00	1,645.00	100.00%	0.00	940.00
310-53022 Training and Travel	1,500.00	1,672.53	12,300.00	10,627.47	86.40%	1,076.42	8,223.30

310-53033 Community Events	153.94	669.56	3,500.00	2,830.44	80.87%	439.19	946.22
310-53081 Information Technology Services	1,171.50	3,314.50	19,500.00	16,185.50	83.00%	2,758.97	9,168.96
310-53083 Professional Services	150.00	150.00	9,700.00	9,550.00	98.45%	650.00	7,892.20
310-53091 Landscaping	0.00	0.00	3,000.00	3,000.00	100.00%	11.99	161.14
310-53110 Utilities	598.62	1,374.96	10,000.00	8,625.04	86.25%	1,846.18	9,330.23
310-53130 Telephone Mobile	861.07	2,381.57	10,000.00	7,618.43	76.18%	1,966.17	7,862.00
310-53210 Animal Control	1,327.38	3,949.76	16,500.00	12,550.24	76.06%	3,740.00	15,395.00
310-53230 County Public Safety Contracts	6,985.50	13,971.00	37,000.00	23,029.00	62.24%	11,278.06	29,981.11
Total Contractual Services	<u>12,748.01</u>	<u>46,479.52</u>	<u>156,645.00</u>	<u>110,165.48</u>	<u>70.33%</u>	<u>37,423.10</u>	<u>105,284.48</u>
<b><u>Maintenance</u></b>							
310-54010 Building Maintenance/Cleaning	4,299.04	6,839.09	10,600.00	3,760.91	35.48%	5,454.26	23,655.51
310-54020 Vehicles Maintenance	192.57	6,126.58	30,000.00	23,873.42	79.58%	6,719.54	25,568.24
Total Maintenance	<u>4,491.61</u>	<u>12,965.67</u>	<u>40,600.00</u>	<u>27,634.33</u>	<u>68.06%</u>	<u>12,173.80</u>	<u>49,223.75</u>
Total Police	<u>118,951.34</u>	<u>390,813.14</u>	<u>1,632,885.00</u>	<u>1,242,071.86</u>	<u>76.07%</u>	<u>343,808.69</u>	<u>1,361,857.46</u>
<b><u>410-Parks &amp; Recreation</u></b>							
<b><u>Contractual Services</u></b>							
410-53002 Advertising and Promotion	675.00	1,408.18	2,000.00	591.82	29.59%	0.00	607.25
410-53035 Park Events	154.97	333.47	10,500.00	10,166.53	96.82%	622.75	9,895.16
410-53110 Utilities	58.88	127.47	1,800.00	1,672.53	92.92%	461.17	1,114.54
Total Contractual Services	<u>888.85</u>	<u>1,869.12</u>	<u>14,300.00</u>	<u>12,430.88</u>	<u>86.93%</u>	<u>1,083.92</u>	<u>11,616.95</u>
<b><u>Maintenance</u></b>							
410-54030 Park Maintenance	101.00	123.00	7,000.00	6,877.00	98.24%	2,138.31	8,854.57
Total Maintenance	<u>101.00</u>	<u>123.00</u>	<u>7,000.00</u>	<u>6,877.00</u>	<u>98.24%</u>	<u>2,138.31</u>	<u>8,854.57</u>
Total Parks & Recreation	<u>989.85</u>	<u>1,992.12</u>	<u>21,300.00</u>	<u>19,307.88</u>	<u>90.65%</u>	<u>3,222.23</u>	<u>20,471.52</u>
<b><u>510-Community Development</u></b>							
<b><u>Contractual Services</u></b>							
510-53084 Code Enforcement Services	1,122.75	4,361.51	3,000.00	(1,361.51)	(45.38%)	0.00	400.00
Total Contractual Services	<u>1,122.75</u>	<u>4,361.51</u>	<u>3,000.00</u>	<u>(1,361.51)</u>	<u>(45.38%)</u>	<u>0.00</u>	<u>400.00</u>
Total Community Development	<u>1,122.75</u>	<u>4,361.51</u>	<u>3,000.00</u>	<u>(1,361.51)</u>	<u>(45.38%)</u>	<u>0.00</u>	<u>400.00</u>
<b><u>520-Inspection</u></b>							
<b><u>Contractual Services</u></b>							
520-53080 Engineering Inspection Services	705.59	3,164.61	20,000.00	16,835.39	84.18%	1,581.76	10,144.46

520-53085 Res & Com Building Review & Insp	0.00	0.00	20,000.00	20,000.00	100.00%	0.00	15,230.00
520-53090 Sanitation Services	0.00	5,150.00	18,000.00	12,850.00	71.39%	4,550.00	12,800.44
520-53095 Fire Inspection Services	0.00	0.00	5,000.00	5,000.00	100.00%	0.00	4,350.00
Total Contractual Services	<u>705.59</u>	<u>8,314.61</u>	<u>63,000.00</u>	<u>54,685.39</u>	<u>86.80%</u>	<u>6,131.76</u>	<u>42,524.90</u>
Total Inspection	<u>705.59</u>	<u>8,314.61</u>	<u>63,000.00</u>	<u>54,685.39</u>	<u>86.80%</u>	<u>6,131.76</u>	<u>42,524.90</u>
<b><u>.610-Public Works</u></b> -----							
<b><u>Contractual Services</u></b>							
610-53060 Street Materials and Signs	0.00	0.00	8,000.00	8,000.00	100.00%	787.22	5,406.77
610-53065 Mowing and ROW Cleanup	5,137.20	16,096.62	75,000.00	58,903.38	78.54%	7,456.11	54,404.84
610-53070 Street Contract/Repairs	0.00	0.00	50,000.00	50,000.00	100.00%	0.00	34,027.45
610-53110 Utilities	202.76	517.48	3,000.00	2,482.52	82.75%	526.40	2,186.87
Total Contractual Services	<u>5,339.96</u>	<u>16,614.10</u>	<u>136,000.00</u>	<u>119,385.90</u>	<u>87.78%</u>	<u>8,769.73</u>	<u>96,025.93</u>
Total Public Works	<u>5,339.96</u>	<u>16,614.10</u>	<u>136,000.00</u>	<u>119,385.90</u>	<u>87.78%</u>	<u>8,769.73</u>	<u>96,025.93</u>
<b><u>.710-Transfers Out</u></b> -----							
<b><u>Capital Outlay</u></b>							
710-59100 Transfers Out	<u>(66,877.30)</u>	<u>(794,702.61)</u>	<u>0.00</u>	<u>794,702.61</u>	<u>0.00%</u>	<u>109,014.99</u>	<u>468,753.92</u>
Total Capital Outlay	<u>(66,877.30)</u>	<u>(794,702.61)</u>	<u>0.00</u>	<u>794,702.61</u>	<u>0.00%</u>	<u>109,014.99</u>	<u>468,753.92</u>
Total Transfers Out	<u>(66,877.30)</u>	<u>(794,702.61)</u>	<u>0.00</u>	<u>794,702.61</u>	<u>0.00%</u>	<u>109,014.99</u>	<u>468,753.92</u>
Total Expense	<u>136,522.48</u>	<u>6,258.77</u>	<u>3,448,150.50</u>	<u>3,441,891.73</u>	<u>99.82%</u>	<u>841,215.57</u>	<u>3,473,139.18</u>

100-40910 FYTD includes \$50,000 transferred in from Point Bank General Fund Account to Independent General Fund Account to establish accounts at new depository. There was also a transfer of \$350,000 to the Excess Reserve General Fund Account which earns higher interest.

100-710-59100 includes a December FYTD transfer of \$350,000 from excess reserve to the COVID account that was incorrectly sent by bank as well as reduction for transfers to excess fund to offset the income included in 100-40910 and the initial automatic sweep of funds in the amount of \$454,462 from TexPool.



## COUNCIL AGENDA BRIEFING SHEET

Item 11. p. 1 of 4

Meeting Date:

January 16, 2024

Agenda Item:

Consider approval of an ordinance ordering the May 4, 2024 General Election for Municipal Officers.

Prepared by:

Donna Butler, Town Secretary

Description:

Local Government Code Section 22.003 states an election will be held annually. The Texas Election Code 3.004 states the Council of a General Law municipality will order the election.

Recommended Action:

Staff recommends approval of an ordinance calling a general election.

Attachments:

Ordinance

**ORDINANCE NO. 2024-\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF CROSS ROADS, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 4, 2024, FOR THE PURPOSE OF ELECTING A TOWN MAYOR AND TWO TOWN COUNCIL MEMBERS; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICES; PROVIDING FOR EARLY VOTING; PROVIDING FOR THE APPOINTMENT OF ELECTIONS ADMINISTRATORS AND JUDGES; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Cross Roads, Texas, herein determines that it shall call a general election to elect a Mayor and Council Members at large for two-year terms each; and

**WHEREAS**, the Town Council hereby calls for an election to be held on May 4, 2024, in accordance with State law. Now, Therefore,

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CROSS ROADS, TEXAS:**

**SECTION 1.** That a general election is hereby ordered to be held in the Town of Cross Roads, Texas on the 4<sup>th</sup> day of May 2024, the same being the first Saturday of said month, for the purpose of electing a Mayor and two Council Members, all of whom shall be elected at large, each to serve for a two-year term. The candidates receiving the highest number of votes cast shall be elected for two-year terms.

**SECTION 2.** The Town Council hereby authorizes the approval of an interlocal agreement for election administration services between the Town and the Denton County Elections Administrator and authorizes the Town Administrator to execute any contracts necessary for the conduction of the election.

**SECTION 3.** The Election Day polling place for said election shall be determined by the Denton County Elections Administrator in accordance with any executed contracts. The polls on election day shall be open from 7:00 a.m. to 7:00 p.m. None but legally qualified voters of the Town shall be entitled to vote at said election.

**SECTION 4.** Notice of said election shall be published once in the official newspaper of the Town not earlier than the 30<sup>th</sup> day before Election Day, and not later than the 10th day before

Election Day. Such notice shall also be posted on the bulletin board used to publish notice of the Town Council meeting not later than the 21<sup>st</sup> day before Election Day.

**SECTION 5.** A copy of the published notice that contains the name of the newspaper and the date of the publication shall be retained as a record of such notice, and the person posting the notice shall make a record at the time of posting stating the date and place of posting and deliver a copy of each notice posted to the Mayor of the Town of Cross Roads after the last posting is made.

**SECTION 6.** The County Elections Administrator shall appoint an Election Judge and an Alternate Presiding Election Judge shall be appointed, to serve at the polling place during the election. The Alternate Presiding Judge shall serve as Presiding Judge if the regularly appointed Presiding Judge cannot serve and where the election is conducted by the regularly appointed Judge, the Presiding Judge shall appoint the Alternate Presiding Judge as one of the clerks.

**SECTION 7.** That an early voting ballot board is hereby created. The Presiding Election Judge shall also serve as the Presiding Judge of the early voting ballot board. The other members of the early voting ballot board shall be appointed by the Presiding Judge in the same manner as the Presiding Election Judge appoints election clerks. All judges and clerks appointed by the Presiding Election Judge shall be qualified voters in the Town.

**SECTION 8.** The County Elections Administrator shall be the Early Voting Clerk for said election. Early voting polling locations for the above designated election shall be determined by the County Elections Administrator and said place of early voting shall remain open on each day of early voting which is not a Saturday, Sunday, or legal State holiday, beginning on or before the 12<sup>th</sup> day before the Election and continuing through the 4<sup>th</sup> day preceding the date of said election.

**SECTION 9.** Applications for ballot by mail shall be mailed to 701 Kimberly Drive, Suite A101, Denton, Texas, 76208 or PO Box 1720, Denton, Texas 76202. Applications for Ballot by Mail and Federal Post Card Applications must be received no later than the close of business on the 11<sup>th</sup> day before Election Day. Applications may be submitted by fax to 940-349-3201 or by email to [elections@dentoncounty.gov](mailto:elections@dentoncounty.gov), but must be followed by the original application by mail received by the Early Voting Clerk no later than the 4<sup>th</sup> business day after receipt of the faxed or emailed copy.

**SECTION 10.** After holding the election, the Presiding Election Judge shall promptly deliver the original of the election returns in person to the Mayor or if the Mayor is unavailable, to the Town Secretary. The Town Secretary shall present the returns to the Town Council for the

canvassing of said election. The canvass of said election returns shall be conducted by the Town Council not earlier than the 3<sup>rd</sup> day nor later than the 11<sup>th</sup> day after the election.

**SECTION 11.** Should any part, section, subsection, paragraph, sentence, clause or phrase contained in this ordinance be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this ordinance, but in all respects said remaining portion shall be and remain in full force and effect.

**SECTION 12.** This Ordinance shall take effect immediately from and after its passage and the publication of the caption as the law in such cases provides.

**DULY PASSED** by the Town Council of the Town of Cross Roads, Texas, on the **16<sup>th</sup>** day of **January, 2024**.

APPROVED:

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MAYOR

ATTEST:

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TOWN SECRETARY

APPROVED AS TO FORM:

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TOWN ATTORNEY



## COUNCIL AGENDA BRIEFING SHEET Item 12. p. 1 of 8

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Meeting Date:

January 16, 2024

Agenda Item:

Consider approval of an Interlocal Cooperation Agreement between Denton County and the Town of Cross Roads for engineering and construction for the future East-West Collector Road between Potter Shop and FM 720.

Prepared by:

Kristi Gilbert, Town Administrator

Description:

The Town of Cross Roads submitted a request to Denton County on March 14, 2022 for assistance with road improvement projects as part of the Transportation Road Improvement Program 2022 (TRIP-22) road bond. The bond was approved on November 8, 2022 and \$8,735,000 was allocated for the engineering, right-of-way acquisition, utility relocation, inspection and construction of the East-West Collector Road between Potter Shop Road and FM 720. Denton County has provided the Town with the attached Interlocal Cooperation Agreement (ICA) to outline the funding and responsibilities of both the Town and the County. The initial agreement is for \$875,000 for the engineering phase of the project. The agreement will be amended at a later date to increase Denton County's financial commitment towards completion of the project. The ICA is set up where the Town will manage the design and construction and will submit invoices to the County for reimbursement on a monthly basis. This project is within Commissioner Falconer's jurisdiction.

Staff Recommended Action:

Staff recommends approval of the Interlocal Cooperation Agreement

Attachments:

Agreement



THE STATE OF TEXAS   §  
                                      §  
 COUNTY OF DENTON   §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
 DENTON COUNTY, TEXAS, AND THE TOWN OF CROSS ROADS, TEXAS**

**THIS AGREEMENT** is made, entered into and executed by and between Denton County, Texas, a political subdivision of the State of Texas, hereinafter “the County”; and the Town of Cross Roads, Texas, a political subdivision of the State of Texas, hereinafter “the Town.” The County and the Town are collectively referred to herein as “the Parties.”

**WHEREAS**, the County and the Town mutually desire to enter into this Agreement for the purpose of providing engineering, right-of-way acquisition, utility relocations, inspections, and construction for the East-West Collector Road between Potters Shop Road and FM 720, located entirely within the Town of Cross Roads municipal limits and in Denton County Commissioner Precinct #2, hereinafter “the Project”; and

**WHEREAS**, the estimated cost of completion for the Project is EIGHT MILLION SEVEN HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$8,735,000.00), with the initial County contribution toward satisfactory completion of the Project, based on current available funding, in an amount which shall not exceed EIGHT HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$875,000.00), but upon issuance of additional bond funds, this Agreement is intended to be amended at a future date to increase the County commitment toward satisfactory completion of the Project in an amount which shall not exceed EIGHT MILLION SEVEN HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$8,735,000.00), and

**WHEREAS**, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter “the Act,” provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the Town hereby mutually agree to be subject to the provisions of the Act; and

**WHEREAS**, the County and the Town value the timely completion of the Project which involves roads which are an integral part of the County’s road system, and the Parties are undertaking the Project to facilitate safe travel on an improved roadway; and

**NOW, THEREFORE**, this Agreement is hereby made and entered into by the County and the Town upon and for the mutual consideration stated herein:

**WITNESSETH:****I.**

Pursuant to Texas Government Code §791.011, the County and the Town hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads, and drainage. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually.

**II.**

The County and the Town hereby agree that the scope of the Project shall consist of engineering, right-of-way acquisition, utility relocations, inspections, and construction for the East-West Collector Road between Potters Shop Road and FM 720, at an estimated cost of EIGHT MILLION SEVEN HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$8,735,000.00), whereby the County agrees to make an initial contribution toward satisfactory completion of the Project, based on current available funding, in an amount which shall not exceed EIGHT HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$875,000.00), but upon issuance of additional bond funds, this Agreement is intended to be amended at a future date to increase the County commitment toward satisfactory completion of the Project in an amount which shall not exceed EIGHT MILLION SEVEN HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$8,735,000.00). The Project is located entirely within the municipal limits of the Town of Cross Roads and in Denton County Commissioner Precinct #2.

**III.**

The County hereby agrees to make an initial contribution toward satisfactory completion of the project in an amount which shall not exceed EIGHT HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$875,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

**IV.**

The Town agrees to manage all engineering, right-of-way acquisition, utility relocations, inspections, and maintenance of the Project. The Town shall timely provide the County with all invoices and requested documentation in an amount which shall not exceed EIGHT HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$875,000.00).

**V.**

This exchange of in-kind services between the County and the Town is deemed adequate consideration for the obligations exchanged by the Parties herein.

**VI.**

As the Town proceeds with the completion of the Project, the Town shall submit all invoices for reimbursement to the Denton County Auditor, Mr. Jeff May, 1 Courthouse Drive, Suite 2000, Denton, Texas 76208, c/o Mr. John Polster, Innovative Transportation Solutions, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234. The Town shall submit invoices on a monthly basis, and the County shall reimburse the Town on a pro rata basis for all approved expenses related to the Project within thirty calendar days of receipt of an invoice from the Town, provided that all expenditures are made in a manner which is consistent with the terms of this Agreement. Upon satisfactory completion of the Project, the County and the Town shall prepare and complete a full audit of the Project.

**VII.**

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the Town's representative below, the governing body of the Town by the execution of and approval of this Agreement hereby approves of the expenditure of County money to finance the construction, improvement, maintenance, or repair of a street or alley in the County that is located in the Town.

**VIII.**

This agreement may be terminated in whole, or in part, by the County or the Town upon thirty days written notice to the other party. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

**IX.**

This Agreement represents the entire integrated agreement between the County and the Town and supersedes all prior negotiations, representations, and agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For Town:                      Honorable T. Lynn Tompkins, Jr., Mayor  
    Town of Cross Roads, Texas  
    3201 US Highway 380, Suite 105  
    Cross Roads, Texas 76227

Copy To: Donna Butler, Town Secretary  
Town of Cross Roads, Texas  
3201 US Highway 380, Suite 105  
Cross Roads, Texas 76227

For County: Honorable Andy Eads, Denton County Judge  
1 Courthouse Drive, Suite 3100  
Denton, Texas 76208  
[andy.eads@dentoncounty.com](mailto:andy.eads@dentoncounty.com)  
[holly.sadlowski@dentoncounty.com](mailto:holly.sadlowski@dentoncounty.com)

Copy To: Denton County District Attorney's Office - Civil Division  
1450 East McKinney Street, Suite 3100  
Denton, Texas 76209  
[john.feldt@dentoncounty.gov](mailto:john.feldt@dentoncounty.gov)  
[cio@dentoncounty.gov](mailto:cio@dentoncounty.gov)

**X.**

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall lie in Denton County, Texas.

**XI.**

The Town agrees and understands that the Town, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of the County.

**XII.**

The Town agrees to accept full responsibility for the acts, negligence and omissions of all Town employees, agents, subcontractors or contract laborers and for all other persons doing work under a contract or agreement with the Town.

**XIII.**

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the Town waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

**XIV.**

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

**XV.**

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

**XVI.**

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed, and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**DENTON COUNTY, TEXAS**  
1 Courthouse Drive, Suite 3100  
Denton, Texas 76209

**TOWN OF CROSS ROADS, TEXAS**  
3201 US Highway 380, Suite 105  
Cross Roads, Texas 76227

By: \_\_\_\_\_  
Honorable Andy Eads  
Denton County Judge  
Acting by and on behalf of the authority  
of the Denton County Commissioners Court

By: \_\_\_\_\_  
Honorable T. Lynn Tompkins, Jr.  
Mayor of the Town of Cross Roads, Texas  
Acting by and on behalf of the authority  
of the Town of Cross Roads, Texas

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Denton County Clerk

By: \_\_\_\_\_  
Town Secretary

**COUNTY AUDITOR'S CERTIFICATE**

I hereby certify funds are available to accomplish and pay the obligation of Denton County, Texas, under this Agreement.

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Denton County Auditor

**APPROVAL OF INTERLOCAL COOPERATION AGREEMENT**

Denton County, Texas, acting by and through the Denton County Commissioners Court, hereby gives its specific written approval to the following Project, prior to beginning of the Project in satisfaction of Texas Government Code §791.014. The scope of the Project shall consist of engineering, right-of-way acquisition, utility relocations, inspections, and construction for the East-West Collector Road between Potters Shop Road and FM 720, at an estimated cost of completion of EIGHT MILLION SEVEN HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$8,735,000.00). The Project shall be located entirely within the municipal limits of the Town of Cross Roads and in Denton County Commissioner Precinct #2.

The County hereby agrees to make an initial contribution toward satisfactory completion of the project in an amount which shall not exceed EIGHT HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$875,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas, and the Town of Cross Roads, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Presiding Officer of the Denton  
 County Commissioners Court





## COUNCIL AGENDA BRIEFING SHEET Item 13. p. 1 of 4

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Meeting Date:

January 16, 2024

Agenda Item:

Consider approval of a professional service agreement with Catalyst Commercial, Inc. for the development of a Cross Roads Hwy 380 zoning overlay district and authorize the Mayor to execute the same.

Prepared by:

Kristi Gilbert, Town Administrator

Description:

During the October 2023 Council Retreat, the Council held discussions with Catalyst Commercial, Inc. regarding establishing a zoning overlay district specifically for businesses located along the US Highway 380 corridor to ensure cohesive development along our primary commercial corridor. Attached is a professional services agreement to kick-off the project in a base amount of \$27,000, not including reimbursables such as travel, workshop supplies and reprographics.

The FY 2024 Budget allocated \$45,000 for professional services. Of that amount, \$15,000 was earmarked for special ordinance projects and \$12,000 was earmarked for miscellaneous consultant needs. Other amounts include costs associated with consultants attending Council retreats and IT Services. With adjustments to retreat costs, this item can be accommodated in the current budget.

Recommended Action:

Staff recommends approval of the agreement in an amount not to exceed \$30,000 (including reimbursables).

Attachments:

Professional Services Agreement

## **PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT (the "Agreement") is entered into as of the effective date (the "Effective Date"), by and between Catalyst Commercial, Inc. ("Contractor"), located at 3838 Oak Lawn, Suite 1230, Dallas, Texas 75219, and The Town of Cross Roads ("Client"), located at **3201 US Hwy 380, Suite 105, Cross Roads, Texas 76227** Attn: Kristi Gilbert, Town Manager with an email of k.gilbert@crossroadstx.gov.

1. **PROJECT.** Client hereby retains Contractor and Contractor hereby accepts engagement from Client to provide services for 2024 Highway 380 Corridor Overlay as set forth in the tasks delineated on **Schedule "1"**, attached hereto (the "Services").

2. **COMPENSATION.** Client shall pay Contractor a fee equal to \$27,000, based upon a percentage completion as set forth herein and tasks in **Schedule "1"**, plus reimbursable expenses, including, but not limited to, travel, lodging, reprographics, facilities rental, workshop supplies, and plotting. Contractor shall invoice Client upon completion of the tasks delineated in **Schedule "1"**, along with reimbursable expenses incurred to date. All invoices shall be due upon receipt and paid within thirty (30) days. Any local, state or federal taxes applicable to any of the services provided by Contractor shall be added to the amount due. All services undertaken by Contractor and authorized by Client shall be compensated at the following rates:

- \$300.00 per hour for principal
- \$250.00 per hour for senior consultants
- \$175.00 per hour associates
- \$105.00 per hour for professional support staff

Unless other arrangements are made by mutual agreement. Contractor may sub-contract any portion of the Services set forth on **Schedule "1"**; provided, however, any increase in fees or compensation due to the use of such sub-contracted services shall be approved in writing by Client.

3. **PROFESSIONAL STANDARDS.** Contractor shall be responsible, to the high level of competency presently maintained by other practicing professionals in the same type of work in Client's community, for the professional and technical soundness, accuracy, and adequacy of the work furnished under this Agreement.

4. **TERMINATION.** Either Client or Contractor may terminate this Agreement by giving 30 days written notice to the other party. In such event, Client shall forthwith pay Contractor in full for all work previously authorized and performed prior to the effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

5. **ACCESS TO RECORDS AND WORKPRODUCT.** Contractor agrees that Client shall, until expiration of one (1) year after final payment by Client to Contractor, have access to and the right to examine and photocopy directly pertinent documents, papers and records of Contractor involving transactions relating to this Agreement. Upon forty-eight (48) hours notice, Contractor shall give Client access during normal working hours to all necessary facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Contractor at all times shall retain co-ownership of all final work product resulting from this Agreement and may utilize it for any purposes including, without limitation, marketing. Contractor shall retain sole ownership of source files, digital files, drafts and working documents for all work product. Contractor and Client shall co-own final work products. If Contractor displays contractor's logo or copyright designation on any draft or final workproduct provided to Client, Client shall continue to utilize and display on the workproduct that logo or copyright designation if the workproduct is reproduced, used, disseminated or displayed publicly or disseminated to any third party unless other arrangements have been made by mutual agreement. Contractor reserves the right to enforce its copyright through all legal means including common law, statutory and equitable remedies.

6. **INSURANCE.** During the term of this Agreement and for two (2) years thereafter, Contractor shall keep in force General Liability and Professional Liability Insurance coverage up to \$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate total coverage, respectively.

7. **ENTIRE AGREEMENT/ MODIFICATION.** This Agreement, including **Schedule "1"**, attached, is the entire agreement between the parties and supersedes all prior negotiations, agreements and understanding relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing. Email communication constitutes a writing if intended by both parties to be a writing under this paragraph.

8. **ASSIGNMENT.** Client understands that it may not assign this Agreement or its rights hereunder, or delegate any or all of its duties under this Agreement without written authorization from Contractor. Except for the use of sub-contractors to perform services, Contractor understands that it may not assign this Agreement or its rights hereunder, without written authorization from Client.

9. LEGAL EXPENSES. In the event that legal action is taken by either party to enforce any rights or remedies under this Agreement, it is hereby agreed that the successful or prevailing party shall be entitled to receive any costs, disbursements and reasonable attorney's fees.

10. SEVERABILITY. In the event that any one or more of the provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, and the enforceability of the remaining provisions contained herein shall not be impaired thereby.

11. BINDING EFFECT. The parties to this Agreement further agree that the promises, covenants, and conditions herein shall be binding upon the parties to this Agreement, their heirs, assigns, successors, administrators, and representatives forever.

12. INDEMNIFICATION AND HOLD HARMLESS. To the extent allowable by law, each party agrees to indemnify and hold the other party, its heirs, assigns, successors, administrators, and representatives harmless of and from any and all claims, actions, liabilities, losses, damages, suits or causes of action brought by any third party, person or entity as a result of any incident, event or occurrence giving rise to such claims, to the extent such claims, actions, liabilities, losses, damages, suits or causes of action are caused by any negligent act, error or omission of the indemnifying party or any person or organization for whom indemnifying party is legally liable.

13. LIMITATION OF LIABILITY. Contractor's liability for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the fee paid to Contractor hereunder or available insurance coverage delineated herein, whichever is greater.

14. GOVERNING LAW. It is understood and agreed by the parties that this Agreement shall be governed by and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, this Agreement was executed by the parties as of the Effective Date.

CATALYST COMMERCIAL, INC.

By: \_\_\_\_\_  
(Authorized signature)  
Jason Claunch  
Date: 1/3/24  
Its: President

Town of Cross Roads, Texas

By: \_\_\_\_\_  
(Client Authorized signature)  
  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Its: \_\_\_\_\_

Schedule "1"

Catalyst Commercial, Inc. shall undertake the tasks and provide the deliverables as follows:

<b>Cross Roads Hwy 380 Zoning Overlay</b>	<b>Total</b>
<b>Initiation</b>	
Kick off with client to discuss/review goals, discuss specific issues, and create outline of key deliverables and timeframe.	<b>\$900</b>
Assess prior plans, FLUP, comprehensive plan, and existing zoning	<b>\$1,350</b>
Develop a draft overlay framework	<b>\$4,200</b>
Internal Meeting with city staff to review overlay framework (and one round of edits to the framework. (Virtual)	<b>\$3,300</b>
Meeting with key stakeholders/property owners to discuss vision for the corridor and subject properties (1 day - can be multiple sessions)	<b>\$4,200</b>
Develop zoning overlay standards based on the framework	<b>\$4,200</b>
Final draft and virtual review with the city and stakeholders (includes one round of edits)	<b>\$4,500</b>
Support formal adoption P&Z	<b>\$1,650</b>
Support formal adoption City Council	<b>\$1,650</b>
<i>Additional meetings and round of edits charged hourly (\$300/hour)</i>	<i>Hourly</i>
<b>Subtotal</b>	<b>\$25,950</b>
<b>Project Management and Overhead</b>	<b>\$1,038.00</b>
<b>Total (excluding any additional hourly)</b>	<b>\$26,988</b>

**Catalyst shall complete the Corridor Overlay within 120 days, subject to delays due to Client input and/or adoption scheduling.**



## COUNCIL AGENDA BRIEFING SHEET [Item 14. p. 1 of 9](#)

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Meeting Date:

January 16, 2024

Agenda Item:

Consider approval of an agreement with Halff Associates, Inc. for Professional Engineering Services on a task order basis.

Prepared by:

Kristi Gilbert, Town Administrator

Description:

On May 17, 2021, the Town entered into a contract with Halff Associates, Inc. Since that time, Halff and Associates has provided professional engineering services on a task order basis. Approval of this contract allows the continuation of their services.

Recommended Action:

Staff recommends approval of the contract.

Attachments:

Proposed Professional Services Agreement

## AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS

This Agreement for Professional Engineering Services ("Agreement") is entered into by the **Town of Cross Roads** a **Municipal Corporation** of the State of **Texas** ("Client"), duly authorized to act by the **Town Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation, acting through a duly authorized officer ("Engineer"), relative to Engineer providing professional engineering services to Client. Client and Engineer may be collectively referred to as the "Parties" or individually as a "Party".

### WITNESSETH:

For the mutual promises and benefits herein described, Client and Engineer agree as follows:

**I. TERM OF AGREEMENT.** This Agreement shall become effective on the date of its execution by both Parties and shall continue in effect thereafter until terminated as provided herein.

**II. SERVICES TO BE PERFORMED BY ENGINEER.** Engineer shall provide to Client basic engineering services on an "as needed" or "task order" basis as determined by Client which services may include, but will not be limited to, those services normally rendered by an engineer to a similar client. It is anticipated that such services may include, but not be limited to, planning, surveying, project design, project development, and consultation regarding general engineering issues, review of documentation, GIS services, database services, and defined construction phase services to assist Client, as determined by Client. Engineer, upon specific written request by Client, will prepare a detailed fee schedule for Client's review and approval. Should Client request, Engineer may agree to assist Client in developing and preparing a Scope(s) of Services responsive to a particular Task Order. Such Task Orders shall be bound by and interpreted by the terms of this Agreement. Task Orders shall be numbered sequentially. Task Orders will be individual stand-alone proposals and when executed by both Parties shall incorporate the terms of this Agreement such that this Agreement shall be amended. Engineer shall perform its obligations under this Agreement as an independent contractor and not as an agent or fiduciary of any other party.

**III. COMPENSATION.** Client agrees that Engineer shall be paid for any services requested by Client at the hourly rates reflected on **Exhibit A**, attached hereto, plus reasonable and necessary reimbursable expenses (Direct Costs) incurred by Engineer in the performance of the requested services. Direct costs shall include, but are not limited to, long distance telephone, postage, equipment, expendables, mileage, subcontractors or special consultants, freight, testing fees, copies, and blueprints. See **Exhibit B** for the current Unit Pricing Schedule for direct costs. Direct Costs shall be billed at 1.1 times actual costs. If additional services, trips, or expenses are requested, Engineer will not provide such additional services until authorized by Client in writing to proceed.

Engineer agrees to submit monthly statements to Client for basic professional engineering services. These statements will be based upon Engineer's actual services performed and reimbursable expenses incurred, if any, and Client shall endeavor to make prompt payments. Each monthly invoice submitted by Engineer to Client shall be reasonably itemized to show the amount of work performed during that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work performed by each such person. If Client fails to pay Engineer within thirty (30) calendar days of the receipt of Engineer's invoice, Engineer may, after giving ten (10) calendar days' written notice to Client, suspend professional engineering services until payment is received. Client agrees that Engineer shall be entitled to interest on accounts that are greater than forty-five (45) calendar days and such interest shall be reimbursed to Engineer at a rate of one percent (1%) per month. The assessment of interest on accounts receivable shall not preclude Engineer from suspending services as described above.

**IV. CLIENT'S OBLIGATIONS.** Client agrees that it will (i) designate a specific person to act as Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client, when necessitated by a project, (iii) assist Engineer in obtaining access to property necessary for performance of Engineer's work for Client, (iv) make prompt payments in response to Engineer's statements, and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client's representatives.

**V. TERMINATION OF WORK.** Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

**VI. OWNERSHIP OF DOCUMENTS.** Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced, and used by Client for the purpose of constructing, operating, and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data, and other information developed in performing the services described by this Agreement in Engineer's other activities. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Engineer be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the electronic files. Client is aware that differences may exist between the electronic files delivered and the printed hard-copy original documents. In the event of a conflict between the signed original documents prepared by Engineer and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

**VII. NOTICES.** Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

**VIII. SOLE PARTIES AND ENTIRE AGREEMENT.** This Agreement shall not create any rights or benefits to anyone except Client and Engineer and contains the entire Agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

**IX. INSURANCE.** Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$2,000,000 per claim and in the aggregate. Engineer shall submit to Client a certificate of insurance prior to commencing work for Client.

**X. PROMPT PERFORMANCE BY ENGINEER.** All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the **Texas** applicable to such engineering services contemplated by this Agreement.

**XI. CLIENT OBJECTION TO PERSONNEL.** If at any time after entering into this Agreement Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

**XII. ASSIGNMENT.** This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable



by either Client or Engineer without the prior written consent of the other Party. Further, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Engineer and Client and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Engineer and Client and not for the benefit of any other party (no third party beneficiaries).

**XIII. JURISDICTION AND VENUE.** This Agreement shall be administered under the substantive laws of the State of **Texas** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in **Denton County, Texas**.

**XIV. INTEGRATION, MERGER AND SEVERABILITY.** This Agreement and the authorized Task Orders are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents, and is intended by the Parties to be the complete and final statement and expression of all the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**XV. EXCLUSIVITY OF REMEDIES.** The Parties acknowledge and agree that the remedies set forth in this Agreement (Agreed Remedies) are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

**XVI. TIMELINESS OF PERFORMANCE.** Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

**XVII. DISPUTE RESOLUTION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two (2) meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) calendar days following the initial meeting. Subsequent meetings if any may be scheduled upon mutual agreement of the Parties. The Parties agree that these two (2) meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the Parties as such rights relate to statutes of limitation or repose.

**XVIII. PROJECT ENHANCEMENT/BETTERMENT. IF A COMPONENT OF CLIENT'S PROJECT IS OMITTED FROM ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF ENGINEER, ENGINEER WILL NOT BE LIABLE TO CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, ENGINEER WILL BE RESPONSIBLE, IF AT ALL, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (III) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT THE CONTRACTOR PROVIDED UNIT PRICING, CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.**

**IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR**

NEGLIGENCE OF ENGINEER. ENGINEER WILL NOT BE LIABLE TO CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS. IN ADDITION, IF THE COMPONENT HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE SYSTEM/STRUCTURE/IMPROVEMENT ITSELF, THE DAMAGES OF THE OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

SHOULD THERE BE AN ALLEGATION OF ERROR, NEGLIGENCE, BREACH OR OTHER DEFICIENCY IN THE SERVICES OF ENGINEER OR ANY OF ITS CONSULTANTS, AND SHOULD SUCH ALLEGATION RELATE TO A CONDITION, COMPONENT, OR ITEM, IN THE SERVICES OR THE PROJECT THAT IS ALLEGED OR OTHERWISE CLAIMED TO BE INACCURATE OR OMITTED FROM ENGINEER'S DRAWINGS, INSTRUMENTS OR OTHER DOCUMENTS PREPARED UNDER THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED BY ALL PARTIES THAT ENGINEER AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, OR EXPENSES THAT CREATE OR RESULT IN ADDED VALUE, UPGRADE, BETTERMENT OR ENHANCEMENT OF THE PROJECT AS SUCH RELATE TO THE INACCURATE OR OMITTED CONDITION, COMPONENT, OR ITEM AS ORIGINALLY DESIGNED.

**XIX. AGREED REMEDIES**

**A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES THAT ARE EITHER PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT. FOR PROJECTS/SERVICES PERFORMED IN FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS 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 OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED ENGINEER'S FEE RECEIVED FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONSULTANT/SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.**

**C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.**

**D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) THREE (3) YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.**

**E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.**

**XX. WAIVER.** Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time,

notwithstanding any prior failure to do so.

**XXI. SIGNATORIES.** Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

**IN WITNESS WHEREOF**, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**HALFF ASSOCIATES, INC.**

**CLIENT: TOWN OF CROSS ROADS, TEXAS**

By: \_\_\_\_\_  
Signature

Leigh A. Hollis  
Printed Name

Senior Vice President  
Title

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Exhibit “A”

### Hourly Rates

The following rate table shall be used to calculate fees based on rate category specialty. The rate table below includes all direct salaries, overhead, and profit.

Labor Category	Level	Billing Rate Range	
		Low	High
<b>Engineer</b>	I	89.00	130.00
	II	126.00	166.00
	III	122.00	216.00
	IV	207.00	350.00
	V	262.00	350.00
<b>Scientist</b>	I	84.00	102.00
	II	121.00	143.00
	III	149.00	193.00
	IV	212.00	246.00
	V	261.00	350.00
<b>Landscape/ Planner</b>	I	84.00	100.00
	II	102.00	140.00
	III	143.00	173.00
	IV	177.00	233.00
	V	235.00	350.00
<b>Surveyor</b>	I	108.00	109.00
	II	120.00	121.00
	III	140.00	156.00
	IV	167.00	200.00
	V	217.00	345.00

<b>Field Tech</b>	I	55.00	78.00
	II	79.00	101.00
	III	96.00	127.00
	IV	129.00	158.00
	V	213.00	219.00
<b>Office Tech</b>	I	63.00	78.00
	II	75.00	101.00
	III	96.00	130.00
	IV	125.00	163.00
	V	140.00	276.00
<b>Administrative</b>	I	36.00	76.00
	II	79.00	102.00
	III	99.00	173.00
	IV	118.00	162.00
	V	165.00	350.00
<b>Specialist</b>	I	79.00	109.00
	II	110.00	148.00
	III	140.00	200.00
	IV	199.00	249.00
	V	273.00	350.00
<b>Intern</b>		37.00	116.00

## Exhibit “B”

### Unit Rate Schedule

Unit Number	Unit Name	Billing Rate		
		TX/FL	OK/AR	Unit
ES11-I	UAS LIDAR	2,200.00	2,200.00	<i>per day</i>
ES20-I	MX9 Mobile LIDAR	3,000.00	3,000.00	<i>per day</i>
ES21-I	MX7 Mobile LIDAR	1,500.00	1,500.00	<i>per day</i>
LS01-1	1-Man Survey Crew	125.00	125.00	<i>per hour</i>
LS01-2	2-Man Survey Crew	190.00	175.00	<i>per hour</i>
LS01-3	3-Man Survey Crew	245.00	240.00	<i>per hour</i>
LS05-1	1-Man Terrestrial HDS Crew	245.00	245.00	<i>per hour</i>
LS05-2	2-Man Terrestrial HDS Crew	325.00	325.00	<i>per hour</i>
LS10-1	FAA 107 UAS Pilot	250.00	250.00	<i>per hour</i>
LU01-1	Designating (QL-B) (1-Man)	110.00	110.00	<i>per hour</i>
LU01-2	Designating (QL-B) (2-Man)	220.00	220.00	<i>per hour</i>
LU02-1	Potholing (QL-A) (1-Man)	165.00	165.00	<i>per hour</i>
LU02-2	Potholing (QL-A) (2-Man)	330.00	330.00	<i>per hour</i>
LU03-2	Spar Designating (QL-B) (2-Man)	285.00	285.00	<i>per hour</i>
XA01	Basemap Services	175.00	175.00	<i>each</i>
XA03	Solv 3D	700.00	700.00	<i>each</i>

Mileage will be billed at the current IRS Rate.



## COUNCIL AGENDA BRIEFING SHEET Item 15. p. 1 of 29

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Meeting Date:

January 16, 2024

Agenda Item:

Consider approval of a resolution adopting the Town of Cross Roads Investment Policy in accordance with the Public Funds Investment Act.

Prepared by:

Kristi Gilbert, Town Administrator

Description:

In accordance with Chapter 2256 of the Government Code, referred to as the Public Funds Investment Act (PFIA), municipalities must adopt an investment policy on an annual basis. Cross Roads last approved an investment policy on January 17, 2023. The only change to the PFIA made in the 88<sup>th</sup> Legislative Session was related to regulations regarding repurchase agreements, which the Town has elected to not allow so there is no effect to our current policy. The proposed investment policy has no updated from the one adopted in 2023.

Recommended Action:

Staff recommends approval of the resolution.

Attachments:

Proposed Resolution Adopting Investment Policy  
Legal Q&A on the PFIA – *Texas Municipal League*

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CROSS ROADS, TEXAS, IN COMPLIANCE WITH CHAPTER 2256 OF THE TEXAS GOVERNMENT CODE, VALIDATING THE REVIEW OF THE STATEMENT OF INVESTMENT POLICIES AS ADOPTED BY THE TOWN OF CROSS ROADS.**

**WHEREAS**, Section 2256.005 (e) of the Texas Government Code ("Public Funds Investment Act") requires that the "governing body of an investing entity shall review its investment policy and investment strategies not less than annually;" and

**WHEREAS**, Section 2256.005 (e) of the Public Funds Investment Act also requires that the "governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies;"

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Cross Roads, Texas ("Town"):

**Section 1.** That, the above findings are hereby found to be true and correct and are incorporated herein in their entirety; and

**Section 2.** That, the Town Council hereby adopts the Town's Statement of Investment Policies ("Policies") attached as Exhibit "A" which have been reviewed in accordance with the Public Funds Investment Act, as amended, and is to be used in the administration of the Town's investment activities; and

**Section 3.** That, the recommended changes to the Policies comply with the Public Funds Investment Act and Chapter 2257 of the Texas Government Code ("Public Funds Collateral Act") and have been incorporated into the Policies.

**AND IT IS SO RESOLVED.**

**PASSED AND APPROVED** on this \_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED:**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Donna Butler, Town Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Matthew C.G. Boyle  
Town Attorney



**EXHIBIT “A”  
TOWN OF CROSS ROADS, TEXAS  
STATEMENT OF INVESTMENT POLICIES**

## **PREFACE**

It is the policy of the Town of Cross Roads (hereinafter referred to as "Town") that after allowing for the anticipated cash flow requirements of the Town and giving due consideration to the safety and risks of investments, all available funds shall be invested in conformance with these legal and administrative guidelines to obtain a market rate of return.

Effective cash management is recognized as essential to good fiscal management. An active cash management and investment policy will be pursued to take advantage of investment interest as a viable and material source of revenue for Town funds. The Town's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. The Town will invest public funds in a manner which will provide the maximum security and a market rate of return while meeting the daily cash flow demands of the Town.

The Town is required under Chapter 2256 of the Texas Government Code, also cited as the Public Funds Investment Act ("PFIA") to adopt a formal written Investment Policy for the investment of public funds. This policy serves to satisfy the statutory requirement of the PFIA to define, adopt and review a formal investment strategy and policy.

This policy is also written to satisfy the requirements of Chapter 2257 of the Texas Government Code, also cited as the Public Funds Collateral Act ("PFCOA"), which requires a written policy to regulate collateralized securities held in the name of the Town.

## **INVESTMENT OFFICER DESIGNATION**

The Town Administrator for the Town of Cross Roads is hereby authorized as Investment Officer to negotiate and execute any and all contracts and other documents as necessary to establish the Town of Cross Roads investment and financial institution accounts, with the express powers granted to enter into treasury management services agreements as necessary for account transactions, including but not limited to deposit, withdrawal, and transfer via wire and ACH.

# **TOWN OF CROSS ROADS STATEMENT OF INVESTMENT POLICIES**

## **TABLE OF CONTENTS**

<b>SECTION#</b>	<b>SECTION TITLE</b>
1.	Purpose
2.	Investment Strategies
3.	Scope
4.	Investment Objectives
5.	Investment Responsibility
6.	Authorized Investments
7.	Diversification
8.	Authorized Financial Dealers and Institutions
9.	Investment Policies Certification
10.	Delivery Versus Payment
11.	Safekeep and Collateralization
12.	Internal Control
13.	Reporting
14.	Investment Policies Adoption and Amendment

**Attachments:**

- A. Glossary
- B. Certification of Business Organization Sample Form
- C. Authorized Broker/Dealers

## INVESTMENT POLICIES

1. **PURPOSE.** The purpose of this Statement of Investment Policies (hereinafter referred to as "Policies") is to set forth specific investment policy and strategy guidelines for the Town in order to achieve the goals of safety, liquidity, rate of return, and public trust for all investment activities. The Town Council of the Town shall review the investment strategies and policies at least annually and approve it along with any revisions by formal resolution.

2. **INVESTMENT STRATEGIES.** The basic and underlying strategy of the Town's program is that all of the funds are earning interest. It is the responsibility and obligation of the Town to maintain a flexible approach and be prepared to modify the investment strategy as market conditions dictate. The investment strategy described is predicated on conditions as now exist and are subject to change. The investment strategy emphasizes low credit risk, diversification, and the management of maturities. The allowable investment instruments as defined in Section 6 of these Policies reflect the avoidance of credit risk. Diversification refers to dividing funds among a variety of investments offering independent returns. This strategy uses local government investment pools and other cash equivalent options to achieve liquidity targets. The management of maturities refers to structuring the maturity dates of the direct investments so that, while funds are initially invested for a longer period of time, some investments mature as cash needs require.

2.1. **The primary investment strategy and objectives** of the Town as specified in these Policies (See Section 4.) are listed below, in their order of importance:

- Safety and preservation of principal;
- Maintenance of sufficient liquidity to meet operating needs;
- A market rate of return on the investment portfolio; and
- Public trust.

2.2. **The list of investments authorized** by these Policies intentionally excludes some investments allowed by state law. The restrictions limit possible credit risk and provide the maximum measure of safety. Within the investment objectives, the investment strategy is to utilize authorized investments for maximum advantage to the Town. To increase the interest earnings for funds identified as being available for investment over longer periods of time based upon a cash requirements projection, the Town will consider the following strategies:

2.2.1. **Strategy No. 1.** Maintaining liquidity through the use of local government investment pools, money market mutual funds, and other cash equivalent options, as authorized by these Policies. An investment pool is an entity created to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority match those objectives of the Town. Funds are usually available from investment pools on a next-day basis, meaning the pools have a high degree of liquidity. Because of the size and expertise of their staff, investment pools are able to prudently invest in a variety of the investment types allowed by state law. The strategy of the Town calls for the use of investment pools as a source of liquidity. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank are available for deposit in investment pools.

2.2.2. **Strategy No. 2.** Building a ladder of investments, authorized by these Policies, with staggered maturities for all or part of the longer-term investable funds. The benefits of this ladder approach include the following:

- It is straight-forward and easily understood;
- All investments remain within the approved maturity horizon;
- It will assure the Town that it will capture a reasonable portion of the yield curve; and,
- It provides predictable cash flow with scheduled maturities and reinvestment opportunities.

2.2.3. **Strategy No. 3.** Utilizing the services of an independent, third-party investment advisor on a periodic basis that would enable the Town to achieve a competitive rate of return on the funds available for longer term investment.

2.2.4. **Strategy No. 4.** The Town may maintain portfolios which utilize two specific investment strategy considerations designed to address the unique characteristics of the fund group(s) represented in the portfolios:

- Investment strategies for operating funds and pooled funds containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio which will experience minimal volatility during economic cycles.
- Investment strategies for special projects and capital projects funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity.

2.2.5. **Strategy No. 5 - Hold until Maturity.** The strategy of the Town is to maintain sufficient liquidity in its portfolio so that it does not need to sell or redeem an investment prior to maturity. Should it become necessary to sell or redeem an investment prior to maturity, where the sale proceeds are less than the current book value, the prior written consent of the Mayor must be obtained. Investments may be sold or redeemed prior to maturity by the Town Administrator at or above their book value at any time, without the consent of the Mayor.

2.2.6. **Strategy No. 6 - Pooling of Deposits and Investments.** A majority of the Town's demand deposits will be concentrated with one central or primary depository. This procedure will enhance the Town's ability to pool cash for operational efficiency and investment purposes and provide more manageable banking relationships. The Town's investment portfolio may also be pooled to augment investment strategy development and implementation. Investment pool earnings will be appropriately allocated to the various, participating Town funds.

2.2.7. **Strategy No. 7 - Primary Depository Bank Relationships.** These Policies shall further seek to maintain good primary depository bank relationships while minimizing the cost of banking services. The Town will seek to maintain a primary depository contract which will be managed to a level that minimizes the cost of the primary depository banking relationship to the Town, while allowing the Town to earn

an appropriate return on idle demand deposits. In addition, depositories not holding primary demand deposits of the Town may be eligible for secondary demand accounts or other deposit options.

2.2.8. **Strategy No. 8 - Maximizing Investable Cash Balances.** Procedures shall be established and implemented in order to maximize investible cash by decreasing the time between the actual collection and the deposit of receipts, and by the controlling of disbursements.

3. **SCOPE.** These Policies shall govern the investment of all financial assets considered to be part of the Town and includes the following funds or fund types: the General Fund, Capital Projects Fund, Special Revenue Funds, and any other funds which have been contractually delegated to the Town for management purposes. The Town may add or delete funds as may be required by law, or for proper accounting procedures. These Policies do not include funds governed by approved trust agreements, or assets administered for the benefit of the Town by outside agencies under retirement or deferred compensation programs. Additionally, bond funds (including debt service and reserve funds) are governed by bond ordinances and are subject to the provisions of the Internal Revenue Code and applicable federal regulations governing the investment of bond proceeds.

4. **INVESTMENT OBJECTIVES.** Funds of the Town shall be invested in accordance with all applicable Texas statutes, these Policies and any other approved, written administrative procedures. The four objectives of the Town's investment activities shall be as follows (in the order of priority):

4.1. **Safety of Principal.** Safety of principal invested is the foremost objective in the investment decisions of the Town. Each investment transaction shall seek to ensure the preservation of capital in the overall portfolio. The risk of loss shall be controlled by investing only in authorized investments as defined in these Policies, by qualifying the financial institutions with whom the Town will transact, and by portfolio diversification. Safety is defined as the undiminished return of the principal on the Town's investments.

4.2. **Liquidity.** The investment portfolio shall be managed to maintain liquidity to ensure that funds will be available to meet the Town's cash flow requirements and by investing in securities with active secondary markets. Investments shall be structured in such a manner as will provide the liquidity necessary to pay obligations as they become due. An investment may be liquidated prior to its stated maturity to meet unanticipated cash requirements, or to otherwise favorably adjust the Town's portfolio, in accordance with Section 2.2.5 above.

4.3. **Market Rate-of-Return (Yield).** The Town's investment portfolio shall be designed to optimize a market rate-of-return on investments consistent with risk constraints and cash flow requirements of the portfolio. The investment portfolio shall be managed in a manner which seeks to attain a market rate of return throughout budgetary and economic cycles. The Town will not attempt to consistently attain an unrealistic above market rate-of-return, as this objective will subject the overall portfolio to greater risk. Therefore, the Town's rate of return objective is secondary to those of safety and liquidity. Portfolio rate of return (yield) is defined as the weighted average yield to maturity, expressed as a percentage.

4.4. **Public Trust.** All participants in the Town's investment program shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction which might involve a conflict of interest or otherwise impair public confidence in the Town's

ability to govern effectively. All employees of the Town having either a direct or indirect role in the process of investing idle funds shall act responsibly as custodians of the public trust.

5. **INVESTMENT RESPONSIBILITY.** As provided in these Policies, the daily operation and management of the Town's investments are the responsibility of the following persons.

5.1. **Delegation of Authority.** The Town Administrator is designated as the Investment Officer, and is authorized to deposit, withdraw, invest, transfer, or manage in any other manner the funds of the Town. The Investment Officer shall establish written procedures for the operation of the investment program consistent with these Policies. The system of controls shall be designed to provide reasonable assurance that assets of the Town are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that:

- (1) the cost of a control should not exceed the benefits likely to be derived; and,
- (2) the valuation of costs and benefits requires estimates and judgments by management.

5.2. **Prudence.** The standard of prudence to be applied by the Investment Officer shall be the "prudent person" rule, which states, "investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the following:

- 5.2.1. The investment of all funds over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and
- 5.2.2. whether the investment decision was consistent with these Policies.

5.3. **Due Diligence.** An Investment Officer, acting in accordance with written policies and procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported in a timely manner and that appropriate action is taken to control adverse developments.

5.4. **Ethical Standards and Conflicts of Interest.** All Town employees having a direct or indirect role in the investment of Town funds shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. The Investment Officer shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. If the Investment Officer has a personal business relationship with a depository bank or with a business organization offering to engage in an investment transaction with the Town, as defined in Section 2256.005(i)(1-3) of the PFIA, shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to the Town shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the Town Council.



5.5. **Quality and Capability of Investment Management.** The Town shall provide periodic training in investments for the Investment Officer and other investment personnel through courses and seminars offered by professional organizations.

5.6. **Training.** The Investment Officers shall accrue at least ten hours of training relating to the Officer's responsibility under the PFIA within twelve (12) months after assuming duties. Thereafter, eight (8) hours of training must be completed every two years aligned with the Town's fiscal year. The training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with PFIA. Such training shall be received from an independent source including courses or seminars from the Government Finance Officers Association, the Government Treasurers' Organization of Texas, the Government Finance Officers Association of Texas, the Association of Public Treasurers of the United States and Canada, the Texas Municipal League or any of its affiliates, the American Institute of Certified Public Accountants, the University of North Texas, or the North Central Texas Council of Governments.

6. **AUTHORIZED INVESTMENTS.** As stated previously, safety of principal is the primary objective in investing public funds and can be accomplished by limiting two types of risk: credit risk and interest rate risk. Credit risk is the risk associated with the failure of an issuer or backer. Interest rate risk is the risk that the value of an investment will decline due to an increase in the general level of interest rates. In order to provide for safety of principal as the Town's primary objective, only certain investments are authorized as acceptable investments for the Town. The following list of authorized investments for the Town intentionally excludes some investments authorized by law. These restrictions are placed in order to limit possible risk and provide the maximum measure of safety to Town funds.

6.1. **Authorized and Acceptable Investments.** The authorized list of investment instruments are as follows:

6.1.1. **Obligations, including letters of credit, of the United States** or its agencies and instrumentalities, including the Federal Home Loan Banks, but excluding mortgage-backed securities.

6.1.2. **Direct obligations** of the State of Texas, its agencies and instrumentalities or obligations of agencies, counties, cities, and other political subdivisions of this State rated as to investment quality by a nationally recognized investment rating firm of not less than "A" or its equivalent.

6.1.3. **Other obligations**, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States, but excluding mortgage-related securities.

6.1.4. **Financial Institution Deposits.** A certificate of deposit, or other form of deposit, issued by a state or national bank with a main or branch office in this state, a savings bank (or savings and loan association) with a main or branch office in this state, or a federal credit union with a main or branch office in this state, and is:

- guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or its successor;
- secured by obligations that are eligible as per the Public Funds Collateral Act and these Policies; or
- placed in accordance with the PFIA.

6.1.5. Eligible Local Government Investment Pools. Public funds investment pools which invest in instruments and follow practices allowed by the current law as defined in Section 2256.016 of the PFIA, provided that:

- the investment pool has been authorized by the Town Council;
- the pool shall have furnished the Town an offering circular containing the information required by Section 2256.016(b) of the PFIA;
- the pool shall furnish the Town investment transaction confirmations with respect to all investments made with it;
- the pool shall furnish to the Town monthly reports containing the information required under Section 2256.016(c)(2) of the PFIA;
- the pool is continuously rated no lower than "AAA" or "AAA-m" or an equivalent rating by at least one nationally recognized rating service;
- the pool marks its portfolio to market daily;
- the pool's investment objectives shall be to maintain a stable net asset value of one dollar (\$1.00); and
- the pool's investment philosophy and strategy are consistent with these Policies.

6.2. Investment Instruments NOT Authorized. The following instruments are eligible for investment by local government according to state law, but they have been intentionally prohibited for the Town by these Policies: mortgage-related obligations, guaranteed investment contracts, options, financial futures contracts, repurchase agreements, regulated no load money-market mutual funds and day trading of long-term securities. In addition to these restricted investments, state law specifically prohibits investment in the following securities:

6.2.1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

6.2.2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

6.2.3. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.

6.2.4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

7. DIVERSIFICATION. Diversification of investment instruments shall be utilized to avoid incurring unreasonable risks resulting from over-concentration of investments in a specific maturity, a specific issue, or a specific class of securities. Diversification of the portfolio considers diversification

by maturity dates and diversification by investment instrument.

7.1. **Diversification by Maturities.** The longer the maturity of investments, the greater their potential price volatility. Therefore, it is the Town's policy to concentrate its investment portfolio in shorter-term investments in order to limit principal risks caused by change in interest rates. The Town will attempt to match its investments with anticipated cash flow requirements. The Town will not directly invest in maturities more than two (2) years from the date of purchase. Unless matched to a specific requirement, the Investment Officer may not invest more than 20% of the portfolio for a period greater than one (1) year. The Town shall diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. Maturity scheduling shall be managed by the Investment Officer so that maturities of investments shall be timed to coincide with projected cash flow needs.

7.2. **Diversification by Investment Instrument.** Diversification by investment instrument shall not exceed the following guidelines for each type of instrument (at the time of purchase):

	Percentage of Portfolio ( <u>Maximum</u> )
U.S. Treasury Obligations	80%
U.S. Government Agency Securities and Instrumentalities Obligations	80%
Authorized Local Government Investment Pool (per Pool)	75%
Fully Insured or Collateralized Financial Institution Deposits Municipal	100%
Bonds (limited to 5% per issuer)	25%

8. **AUTHORIZED BROKER/DEALERS AND FINANCIAL INSTITUTIONS.** Financial institutions (federally insured banks) with or through whom the Town invests shall be state or national banks with a main or branch office in this state. No public deposit shall be made except in a qualified public depository as established by state laws. Broker/dealers authorized to provide investment services to the Town shall include only those authorized by the Town Council. All banking services will be governed by a depository contract acceptable to the Town. In addition, the Investment Officer shall maintain a list of security brokers/dealers and investment pools that are authorized by the Town Council.

8.1. **Authorized Broker/Dealers and Financial Institutions Financial Conditions.** As appropriate, the Investment Officer may review the financial condition and registration of an authorized broker/dealer or financial institution. The review may include, but is not limited to, review of rating agency reports, review of call reports, and analyses of management, profitability, capitalization, and asset quality. Financial institutions and brokers/dealers desiring to conduct business with the Town shall be required to provide any financial data requested by an Investment Officer.

8.2. **Monitoring Investments.** The Investment Officer is responsible for monitoring the investments made by a financial institution and/or broker/dealer to determine that they are in compliance with the provisions of these Policies. As stated in Section 2256.017 of the PFIA, the Town is not required to liquidate investments that were authorized investments at the time of purchase.

The Town shall take all prudent measures that are consistent with these Policies to liquidate any investment, through the most efficient market available, that does not have or is downgraded to less than the minimum rating stated herein. The Town shall consider the time remaining until maturity, the quality of the investment, and the quality and amounts of any collateral which may be securing the investment in determining whether to hold the investment until maturity or to redeem the investment.

9. **AUTHORIZED BROKER/DEALERS AND FINANCIAL INSTITUTIONS.** Financial institutions (federally insured banks) with or through whom the Town invests shall be state or national banks with a main or branch office in this state. No public deposit shall be made except in a qualified public depository as established by state laws. Broker/dealers authorized to provide investment services to the Town shall include only those authorized by the Town Council. All banking services will be governed by a depository contract acceptable to the Town. In addition, the Investment Officer shall maintain a list of security brokers/dealers and investment pools that are authorized by the Town Council.

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The Town shall take all prudent measures that are consistent with these Policies to liquidate any investment, through the most efficient market available, that does not have or is downgraded to less than the minimum rating stated herein. The Town shall consider the time remaining until maturity, the quality of the investment, and the quality and amounts of any collateral which may be securing the investment in determining whether to hold the investment until maturity or to redeem the investment.

10. **INVESTMENT POLICIES CERTIFICATION.** All business organizations, as defined by the PFIA (e.g. local government investment pools or discretionary investment management firms), offering to engage in an investment transaction with the Town must supply a certification of having read the Town's Investment Policies signed by a qualified representative of the organization acknowledging that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the Town and the organization except to the extent that this authorization is dependent on an analysis of the makeup of the Town's entire portfolio, requires an interpretation of subjective investment standards, or relates to investment transactions of the Town that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The Town shall not enter into an investment transaction with a business organization prior to receiving the signed certification.

11. **DELIVERY VERSUS PAYMENT.** It is the policy of the Town that all security transactions entered into with the Town shall be conducted on a "DELIVERY VERSUS PAYMENT" (DVP) basis. By doing this, Town funds are not released until the Town has received the investment purchased. The notification may be oral but shall be confirmed in writing.

12. **SAFEKEEPING AND COLLATERALIZATION**

12.1. **Safekeeping.** All securities owned by the Town shall be held by its safekeeping agent. Original safekeeping receipts shall be obtained and held by the Town. The Town shall contract with a bank or banks for the safekeeping of securities owned by the Town as part of its investment portfolio.

12.2. **Collateralization.** Consistent with the requirements of the PFIA, it is the policy of the Town to require full collateralization of all non-insured Town funds on deposit with a depository bank, and a written depository pledge agreement acceptable to the Town. The market value of the investments securing the deposit of funds shall be at least equal to 102% of the amount of the deposits of funds, plus accrued interest, reduced to the extent that the deposits are insured by the FDIC. Securities pledged as collateral shall be held by an independent third party governed by a mutually agreeable custodial agreement. The agreement is to specify the acceptable investment securities as collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. The custodial agreement must clearly state that the custodial bank is instructed to release collateral securities to the Town in the event the Town has determined that the depository bank has failed to pay on any deposit, or has determined that the funds of the Town are in jeopardy for whatever reason, including involuntary closure or change of ownership. A clearly marked evidence of pledge, e.g., pledge receipt, must be supplied to the Town and retained by the Town. Any collateral with a maturity over five (5) years must be approved by the Mayor before the transaction is completed. Release of collateral or substitution of securities must be approved in writing by an Investment Officer.

12.2.1. In addition to FDIC coverage, the Town may accept the following as collateral for bank deposits:

- U.S. Government securities;
- U.S. Agency and Instrumentality securities;
- State of Texas bonds; or
- Bonds issued by other Texas governmental entities (Town, County, school district, or special districts) with a remaining maturity of twenty (20) years or less. Bonds must be (and must remain) investment quality: that is, with a rating of at least "A" or its equivalent.

12.2.2. Financial institutions with whom the Town maintains collateralized deposits, shall require the custodial bank to provide monthly, and as requested by the Town, a listing of the collateral pledged to the Town, marked to current market prices (if available). The listing shall include total pledged securities itemized by name, type,

description, par value, current market value, maturity date, and Moody's or Standard & Poor's rating, if applicable. The Town and the financial institution shall jointly assume the responsibility for ensuring that the collateral is sufficient.

12.2.3. **Collateralized Deposits.** Consistent with the requirements of State law, the Town requires all bank deposits to be federally insured or collateralized with eligible instruments. Financial institutions serving as Town depositories will be required to sign a "Depository Agreement" with the Town. The collateralized deposit portion of the Agreement shall define the Town's rights to the collateral in the event of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the Agreement must be in writing;
- the Agreement must be executed by the Depository and the Town contemporaneously with the acquisition of the asset;
- the Agreement must be approved by the Board of Directors, or the Loan Committee of the Depository and a copy of the meeting minutes must be delivered to the Town; and
- the Agreement must be part of the Depository's "official record" continuously since its execution.

13. **INTERNAL CONTROL.** The Investment Officer shall establish a system of written internal controls, which shall be reviewed annually by independent auditors, as a function of the annual audit. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. This review will provide assurance of compliance with policies and procedures as specified by these Policies.

14. **REPORTING.** The Investment Officer shall submit a signed quarterly investment report that summarizes current market conditions, economic developments, and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent month, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the period.

14.1. **Annual Report.** The Investment Officer shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the Town Council. The reports prepared by the Investment Officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the Town Council by that auditor.

14.2. **Methods.** The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the reporting period. This management summary will be prepared in a manner which will allow the Town to ascertain whether investment activities during the reporting period have conformed to these Policies. The report will be prepared jointly and bear the signature of each Investment Officer of the Town and will be provided to the Town Council. The report will include the following:

14.2.1. A listing of individual investments held at the end of the reporting period. This



list will include the name of the fund or pooled group fund for which each individual investment was acquired;

14.2.2. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market value shall be obtained from financial institutions or portfolio reporting services independent from the broker/dealer from which the security was purchased;

14.2.3. Additions and changes to the market value during the period;

14.2.4. Fully accrued interest for the reporting period;

14.2.5. Average weighted yield to maturity of the portfolio as compared to applicable benchmarks;

14.2.6. Listing of investments by maturity date;

14.2.7. Statement of compliance of the Town's investment portfolio with State Law and the investment strategy and policy approved by the Town Council; and

14.2.8. Market yield benchmark comparison of the Texas Local Government Investment Pool (TexPool) yield at report date.

**15. STATEMENT OF INVESTMENT POLICIES ADOPTION AND AMENDMENT.** The Town's Statement of Investment Policies shall be adopted and amended by resolution of the Town Council only. The Town's written policies and procedures for investments are subject to review not less than annually to stay current with changing laws, regulations and needs of the Town. The Town Council shall adopt a resolution stating that it has reviewed the Statement of Investment Policies and that the resolution of the Town Council shall record any changes made.

## Attachment A GLOSSARY

**Accretion:** Accretion is the accumulation of gains an investor expects to receive after purchasing a bond at a discount and holding until maturity.

**Accrued Interest:** Term designating the interest due on a bond or other fixed income security that must be paid by the buyer of a security to its seller.

**Agency Obligation:** A security, almost always debt, issued by a corporation sponsored by the U.S. Government. Examples: bonds of the Tennessee Valley Authority.

**Appreciation:** Appreciation, in general terms, is an increase in the value of an asset over time.

**Average Life.** The average life is the length of time the principal of a debt issue is expected to be outstanding.

**Basel III:** It is an international regulatory accord that introduced a set of reforms designed to improve the regulation, supervision and risk management within the banking sector.

**Basis Points (BPS):** Basis points (BPS) refers to a common unit of measure for interest rates and other percentages in finance. One basis point is equal to 1/100th of 1%, or 0.01%, or 0.0001, and is used to denote the percentage change in a financial instrument.

**Benchmark:** A benchmark is a standard against which the performance of a security, mutual fund or investment manager can be measured.

**Bid:** The price offered by a buyer of securities - when you are selling securities, you ask for a bid.

**Bond:** A bond is a fixed income instrument that represents a loan made by an investor to a borrower (typically corporate or governmental).

**Broker:** A broker brings buyers and sellers together for a commission.

**Bullet Bond:** A bullet bond is a debt instrument whose entire principal value is paid all at once on the maturity date, as opposed to amortizing the bond over its lifetime.

**Callable Bond:** A callable bond is a bond that the issuer may redeem before it reaches the stated maturity date. In essence, a callable bond allows the issuing company to pay off their debt early.

**Certificate of Deposit (CD):** A time deposit with a specific maturity evidenced by a certificate.

**Collateral:** Evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a financial institution to secure deposits of public monies.

**Confirmation:** Commonly called a "confirm." The confirmation is a notice to a customer that payment is due on a purchase, or that net proceeds are available on a sale of securities. Federal securities law requires that a confirmation be sent promptly following each purchase and sale.



**Conflict of Interest:** Term used to describe a financial situation where a person prejudicially places personal affairs before those of constituents that the person is supposed to serve or represent.

**Coupon:** (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

**Current Maturity:** Used to designate the remaining lifetime of an already outstanding bond.

**Custodial Account:** A custodial account can mean any account maintained by a fiduciarily responsible party on behalf of a beneficiary. A fiduciary is bound ethically and legally to act on the best behalf of another's interests.

**Custodian:** A custodian is a financial institution that holds assets pledged against a loan or collateralized deposit. A custodian holds securities and other assets in electronic or physical form.

**Dealer:** A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

**Delivery Versus Payment:** Delivery of securities first, with an exchange of money for the securities after delivery.

**Discount:** The difference between the cost price of a security and its maturity value when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

**Discount Securities:** Non-interest-bearing money market instruments that are issued at a discount and redeemed at maturity for full face value. Example: U.S. Treasury Bills.

**Discount Yield:** Measurement of return that computes interest on face value of security rather than on the dollar amount invested. Used in figuring yield on U.S. Treasury Bills.

**Diversification:** Dividing investment funds among a variety of investments, maturities and providers offering independent returns.

**Duration:** Duration is a measure of the sensitivity of the price of a bond or other debt instrument to a change in interest rates.

**Earnings Credit Rate (ECR):** The earnings credit rate (ECR) is a calculation of credit that a financial institution allocates on customer deposits. Earnings Credits only offset service charges. The earnings credit rate is often correlated with the U.S. Treasury bill (T-bill) rate.

**Face Value:** The dollar amount that appears on the face of the bond or security. It is the dollar amount the issuer promises to pay to the holder at maturity. Also called par value.

**Fair Value:** In investing, it refers to an asset's sale price agreed upon by a willing buyer and seller, assuming both parties are knowledgeable and enter the transaction freely.

**Federal Deposit Insurance Corporation (FDIC):** A federal agency that insures bank deposits, currently up to \$250,000 per depositor.

**Federal Funds Rate:** The rate of interest at which Fed Funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

**Federal Farm Credit Bank (FFCB):** Fiscal agent for the Farm Credit System, a public government sponsored enterprise (GSE) created in 1916 to lend to agricultural and rural America. Funds for loans are obtained through the issuance of Farm Credit Debt Securities.

**Federal Home Loan Bank (FHLB):** Government sponsored wholesale banks (currently 11 regional banks), which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions, and insurance companies. The mission of the FHLB is to liquefy the housing and other assets of its members who must purchase stock in their District Bank.

**Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac):** Government sponsored enterprise (GSE) created in 1970 to expand the secondary market for mortgages in the US. Along with other GSEs, Freddie Mac buys mortgages on the secondary market, pools them, and sells them as a mortgage-backed security to investors on the open market. This secondary mortgage market increases the supply of money available for mortgage lending and increases the money available for new home purchases.

**Federal National Mortgage Association (FNMA or Fannie Mae):** FNMA is a government sponsored enterprise (GSE). It is the largest single provider of residential mortgage funds in the United States. The corporation purchases and pools into securities a variety of adjustable and fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

**Federal Open Market Committee (FOMC):** Consists of the seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money supply.

**Federal Reserve System:** The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington D.C., 12 regional banks and thousands of financial institutions that are members of the system.

**Financial Assets:** Cash and other assets that, in the normal course of operations, will become cash.

**Financial Industry Regulatory Authority (FINRA):** It is an independent, non-governmental organization that writes and enforces the rules governing registered brokers and broker-dealer firms in the United States.

**Government National Mortgage Association (GNMA or Ginnie Mae):** A federal agency that purchases and pools as securities FHA or VA mortgages.

**Government-sponsored Enterprise:** A government-sponsored enterprise is a quasi-governmental entity established to enhance the flow of credit to specific sectors of the American economy.

**Interest:** Interest is the charge for the privilege of borrowing money, typically expressed as annual percentage rate (APR).

**Interest Rate:** The interest rate is the amount a lender charges for the use of assets expressed as a percentage of the principal. The interest rate is typically noted on an annual basis known as the annual percentage rate (APR).

**Irrevocable Letter of Credit (ILOC):** An irrevocable letter of credit is an official correspondence from a financial institution that guarantees payment for goods or services being purchased by the individual or entity, referred to as the applicant, that requests the letter of credit from an issuing institution.

**Liquidity:** A liquid assets is one that can be converted easily and rapidly into cash without a substantial loss of value.

**Local Government Investment Pool (LGIP):** An entity created under the Public Funds Investment Act to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are (1) preservation and safety of principal, (2) liquidity, and (3) yield.

**Market Value:** The price at which a security is trading and could presumably be purchased or sold.

**Master Repurchase Agreement:** A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party's rights in the transactions.

**Maturity:** The date upon which the principal or stated value of an investment becomes due and payable.

**Money Market:** The market in which short-term debt instruments (bills, commercial paper, etc.) with a one-year maturity or less, and often 30-days or less, are issued and traded.

**Offer:** The price quoted by a seller of securities.

**Overnight Repo:** A repurchase agreement with expiration set for the following business day.

**Par Value:** The dollar amount that appears on the face of the debt instrument. It is the dollar amount the issuer promises to pay to the holder at maturity. Also, called face value.

**Portfolio:** Collection of investments held by an investor.

**Primary Dealer:** A designation given by the Federal Reserve System to financial institutions or broker/dealers who meet specific criteria, including capital requirements and participation in Treasury auctions.

**Principal Cost:** The cost to purchase the face amount (par value) of a debt security.

**Quote:** A quote is the last price at which a security or commodity traded, meaning the most recent price to which a buyer and seller agreed and at which some amount of the asset was transacted. The bid or ask quotes are the most current prices and quantities at which the shares can be bought or sold.

**Rate of Return:** The yield obtainable on a security based on its purchase price.

**Repurchase Agreement (REPO):** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.

**Safekeeping:** A service to customers rendered by financial institutions whereby securities and valuables of all types and descriptions are held by the institution.

**Secondary Market:** A market made for the purchase and sale of outstanding issues following the initial distribution.

**Secured Overnight Financing Rate (SOFR):** SOFR is the average rate at which institutions can borrow US dollars overnight while posting US Treasury bonds as collateral.

**Securities and Exchange Commission:** Agency created by Congress to protect investors in security related transactions by administering securities legislation.

**Sell:** To transfer ownership for a monetary consideration. The term is used in conjunction with the disposition of stocks, bonds, or other financial assets.

**Structured Notes:** Notes issued by Government Sponsored Enterprises (FFCB, FHLB, FHLMC, FNMA, etc.) and Corporations that have imbedded options (e.g.: call features, step-up coupons, floating rate coupons, derivative based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

**Treasury Bills:** A non-interest-bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

**Treasury Bonds:** Long-term coupon bearing U.S. Treasury Securities issued as direct obligations of the U.S. Treasury and having initial maturities of more than 10 years.

**Treasury Notes:** Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Treasury and having initial maturities from two to ten years.

**Treasury STRIPS:** Treasury STRIPS are fixed-income securities that are sold at a significant discount to face value, but don't offer interest payments. STRIPS, which is an acronym for Separate Trading of Registered Interest and Principal of Securities, are zero-coupon bonds that come about when the bond's coupons are separated from the par value of the bond or note.

**Weighted Average Maturity (WAM):** Weighted average maturity is the weighted average amount of time until the securities in a portfolio mature.

**Yield Spread:** A yield spread is the difference between yields on differing debt instruments of varying maturities, credit ratings and risk, calculated by deducting the yield of one instrument from another.

**Yield to Call (YTC):** Yield to call is a financial term that refers to the return an investment holder receives if the security is called/redeemed prior to its maturity date.

**Yield to Maturity (YTM):** Yield to maturity is the annualized total return anticipated on a security if the instrument is held until it matures.

Attachment B  
EXAMPLE

**TOWN OF CROSS ROADS, TEXAS**  
**Investment Policies**

**TEXAS PUBLIC FUNDS INVESTMENT ACT**  
**CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of the Town of Cross Roads, Texas (the "Town") and \_\_\_\_\_ (The Business Organization), pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act") in connection with investment transactions conducted between the Town and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the Investor as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code; and
2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policies furnished by the Town; and
3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Town that are not authorized by the Town's Investment Policies, except to the extent that this authorization is dependent on an analysis of the makeup of the Town's entire portfolio, requires an interpretation of subjective investment standards, or relates to investment transactions of the Town that are not made through accounts or other contractual arrangements over which the Business Organization has accepted discretionary investment authority.

Qualified Representative of Business Organization

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment C  
Authorized Broker/Dealers

## **Legal Q&A**

By **Bill Longley**, TML Legislative Counsel

### **Q. May a city invest its public funds?**

**A.** Yes, a city may invest its public funds, but only if the city complies with Chapter 2256 of the Texas Government Code, the Public Funds Investment Act (PFIA).

### **Q. What does the PFIA require of a city before a city may invest its public funds?**

**A.** Before a city may invest its public funds, the PFIA generally requires the following:

1. A city must adopt a written investment policy;
2. A city may only invest its funds in investments authorized under its written investment policy;
3. Authorized investments must come from the list of proper investments under the PFIA; and
4. An official from the city must complete training regarding the requirements of the PFIA.

### **Q. What is the investment policy requirement?**

**A.** A city must adopt a written investment policy by ordinance or resolution. TEX. GOV'T CODE § 2256.005(a). Therefore, regardless of a city's population, it must have a written investment policy if it has any cash or bank investments. A formal policy protects not only the cash assets of the city, but also the elected and finance management officials.

An investment policy must contain a statement emphasizing safety and liquidity. *Id.* § 2256.005(b)(2). If the policy applies to the financial assets of all funds or fund types, that fact should be clearly stated. A distinction should be made between shorter-term cash management and the management of longer-term investments.

The policy must also include a list of authorized investments and the permitted maximum maturity of any individual investment, as well as the maximum weighted average maturity (WAM) of funds. *Id.* § 2256.005(b)(4)(a) & (c). The policy must also include (among other things) the method used by the investing entity to monitor the market price of investments acquired, as well as procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments. *Id.* § 2256.005(b)(4)(d) & (f).

Although the actual investment strategy for smaller cities is vastly different from larger cities, the primary objectives, which should direct any investment strategy, are safety and liquidity. Safety is the most important objective, because public officials have a fiduciary responsibility to manage and maintain taxpayer funds. The PFIA requires governing bodies of local governments

and state agencies to invest public funds under their control with the same prudence and discretion as such entities would manage their own affairs.

Liquidity, the ability to sell or dispose of an investment, is equally important. Invested funds must be readily available if the need for cash arises and requires the city to liquidate the investment before maturity.

Yield refers to the rate of return received on a particular investment. Yield or income derived from an investment is important, particularly to a city grappling with declining or stagnant revenues or tax base. However, 1995 amendments to the PFIA significantly revised the ranking of investment objectives and put yield in last place. *Id.* § 2256.005(d). The first priority for consideration is the suitability of the investment to the overall cash flow and financial requirements of the entity. *Id.* § 2256.005(d).

The PFIA requires that the governing body of an investing entity review its investment policy at least once a year. *Id.* § 2256.005(e). Moreover, the governing body must take formal action stating that the policy and strategy have been reviewed. Any changes to either the policy or strategy must be recorded in the resolution and the investment policy. Changed policies should be sent to all brokers, pools, and advisors. The investing entity must also designate by ordinance or resolution the employee or investment officer(s) who will be responsible for the investment of its funds. *Id.* § 2256.005(f). The policy also should refer to training seminars conducted by independent sources, such as the Texas Municipal League.

**Q. What is the training requirement under the PFIA?**

**A.** The treasurer, the chief financial officer (if the treasurer is not the chief financial officer), and the investment officer of a local government must attend at least one, ten-hour, training session in investment laws within twelve months after taking office. *Id.* § 2256.008. The PFIA is written in a way that requires all cities to appoint someone to one of these positions in order to receive the training. On a continuing basis, the investment training sessions must be attended at least once every two-year period for at least eight hours of instruction. The two-year period begins on the first day of the city's fiscal year and consists of the two consecutive years after that date. *Id.* § 2256.008(a-1).

As of September 1, 1999, the entity that provides training must report to the comptroller a list of the governmental entities that received training. Further, auditors and credit rating agencies are increasingly paying attention to whether a city is up-to-date on its required training. The Texas Municipal League offers training, as do other entities. City officials may check for upcoming PFIA workshops on the TML website or [www.tmlpfia.org](http://www.tmlpfia.org).

**Q. If a city does not invest any of its funds, or invests its funds only in interest-bearing deposit accounts or certificates of deposit, does a city official still need to attend training under the PFIA?**

**A.** Yes and no. The relevant city officials still must take the initial ten-hour investment training session within twelve months of taking office or assuming duties, even if the city has little or no



investments. *Id.* § 2256.008(a)(1). Legislation passed in 2015 that eliminated any continuing investment training requirement for finance officials in a city that does not invest city funds or only deposits city funds in interest-bearing deposit accounts or certificates of deposit as authorized by the PFIA. *Id.* § 2256.008(f). However, due to an error in the way the bill was drafted, it is not clear that this bill will have the intended effect. As a result, cities with little or no investments should consult with local counsel prior to making a decision about attending continuing investment training.

**Q. According to the PFIA, what are the legal investment tools that a city may include in its investment policy?**

**A.** The PFIA limits the types of investments that a city may authorize under its investment policy. Essentially, an investment must be legal under the PFIA, and included in the city's investment policy, before a city may use that investment.

Following are the legal investments under the PFIA:

- (1) **Governmental Obligations.** United States (including the Federal Home Loan Banks) and State of Texas obligations, such as bonds, are legal investments. So are obligations of local governments, provided the obligations are "A" rated. Certain interest-backed banking deposits are permitted as well. Mortgage-backed obligations are not legal, however. *Id.* § 2256.009.
- (2) **Certificates of Deposit (CDs).** CDs are a legal investment provided they are issued by a bank or authorized broker with its main office or a branch office in Texas. *Id.* § 2256.010. CDs must be collateralized (secured) for amounts greater than FDIC insurance (\$250,000).
- (3) **Repurchase Agreements.** Certain fully-collateralized repurchase agreements are legal investments. *Id.* § 2256.011.
- (4) **Securities Lending Programs.** *Id.* § 2256.0115.
- (5) **Banker's Acceptances.** *Id.* § 2256.012.
- (6) **Commercial Paper.** Commercial paper is a legal investment if it has a maturity date of 270 days or less and is rated at least "A-1" or "P-1" by at least two credit rating agencies. *Id.* § 2256.013.
- (7) **Certain Mutual Funds.** *Id.* § 2256.014. (See below for details about legal mutual funds).
- (8) **Guaranteed Investment Contracts.** Guaranteed investment contracts are legal investments if they have a defined termination date, are fully secured, and are pledged to the city. *Id.* § 2256.015.
- (9) **Investment Pools.** Investment pools are legal investment vehicles if: (a) the city council passes an ordinance or resolution authorizing investment pools; (b) the investment officer of the city receives a detailed prospectus from the pool; (c) the pool makes detailed periodic reports to the city; and (d) the pool is continuously rated "AAA" or "AAA-m". Tex. Gov't Code §2256.016. An investment pool may invest its funds in money market mutual funds to the extent permitted by state law and the investment policies and objectives adopted by the pool. *Id.* § 2256.016.

- (10) **Municipal Utility.** A city that owns an electric utility may enter into a hedging contract and related security and insurance agreements in relation to fuel oil, natural gas, coal, nuclear fuel, and electric energy to protect against loss due to price fluctuations. *Id.* § 2256.0201.
- (11) **Municipal Funds from Management and Development of Mineral Rights.** A city may invest excess funds derived from contracts or leases made on city-owned mineral rights in any investment authorized to be made by a trustee under the Texas Trust Code. *Id.* § 2256.0202.
- (12) **Decommissioning Trust.** A city that owns an electric utility may invest funds held in a nuclear generation facility decommissioning trust in any investment authorized by the Texas Trust Code. *Id.* § 2256.0205.
- (13) **Hedging Transaction.** A city with a principal amount of at least \$250 million in outstanding long-term indebtedness or long-term indebtedness proposed to be issued that is rated in one of the four highest rating categories by a nationally recognized rating agency for municipal securities may invest in a hedging transaction, including a hedging contract. *Id.* § 2256.0206(a). Before investing in a hedging transaction, the governing body of an eligible entity must first establish the entity's policy regarding hedging transactions. *Id.* § 2256.0206(c).

#### **Q. May a city invest in corporate stocks?**

No. Stocks, also known as equities, are not listed among the legal investments under the PFIA.

#### **A. Which mutual funds may a city invest in?**

It depends. Essentially, whether a city can invest in a mutual fund, and how much, depends on the type of mutual fund in question. An outline of the law for each type of permissible mutual fund follows, but it is recommended that the investment officer read the statute in question before making the investment (TEX. GOV'T CODE § 2256.014):

- (1) A city may invest in no-load money market mutual funds only if all of the following are true:
  - (a) the fund is registered and regulated by the Securities and Exchange Commission (SEC);
  - (b) the fund provides a certain type of prospectus;
  - (c) the fund complies with SEC rules related to money market mutual funds; and
  - (d) the city's investments do not exceed ten percent of the value of the fund.
- (2) A city may invest in other no-load mutual funds (that is, non-money market) only if all of the following are true:
  - (a) the fund is registered with the SEC;
  - (b) the fund has an average weighted maturity of less than two years;
  - (c) the fund either: (i) has a duration of one year or more and invests exclusively in obligations already approved elsewhere in the PFIA

- (thus excluding most stock funds); or (ii) has a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities;
- (d) the city invests no more than 15 percent of its eligible funds in the mutual fund (i.e., excluding the city's bond and debt funds);
- (e) the city does not invest its bond or debt service funds in this type of fund; and
- (f) the city's investments do not exceed ten percent of the value of the fund.

Of course, the PFIA does not permit investment of any city funds until the city adopts a written investment policy that authorizes each type of investment in question. A written investment policy that does not authorize mutual funds would thus exclude their use, despite state law.

**Q. What is the consequence of failure to comply with the PFIA training requirements?**

**A.** Though the PFIA contains no penalty provision, auditors and credit rating agencies are increasingly knowledgeable about its requirements. Failure to obtain the necessary training could result in negative marks on the city's audit, or a downgrade in a city's credit rating, which could affect municipal borrowing.



## COUNCIL AGENDA BRIEFING SHEET Item 16. p. 1 of 3

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Meeting Date:

January 16, 2024

Agenda Item:

Consider approval of a request from Daniel Williamson, on behalf of property owner SitePro Rentals Inc., requesting an extension of the final plat (2022-0404-04FPLAT) for the property located at 7557 S. Hwy 377.

Prepared by:

Rodney Patterson, Building Official

Description:

The applicant, Daniel Williamson, on behalf of property owner Sitepro Rentals Inc., is requesting an extension of the final plat (2022-0404-04FPLAT) for the property located at 7557 S. Hwy 377. The final plat was approved by the Town Council on October 17<sup>th</sup>, 2022.

The subdivision regulations in place at the time of the approval of the plat required infrastructure work to be substantially complete prior to filing the final plat with Denton County. Often this required applicants to seek extensions of their plats to allow projects to be completed before the expiration date for the Final plat. In this instance, the project was delayed by a Mustang SUD project which involved the extension of a 12" water main. The water main was required to be completed before the completion of the building project to provide adequate fire protection for the building.

The procedures for the filing of final plats have since been changed to avoid the need for such extensions by requiring the plat to be filed with the County following approval by the Town Council. Upon the approval of the extension of the Final plat, the applicant will be asked to file the plat in accordance with the procedures that are currently in place.

Recommended Action:

Staff is recommending approval of the extension of the final plat.

Attachments:

Extension Request

Original approved final plat



Attn: Town of Crossroads

SitePro Rentals is requesting an extension of the final plat approval for the location at 7557 US-377, Aubrey, TX 76227. If you have any questions please contact Daniel Williamson at 469-289-8268 regarding the project.

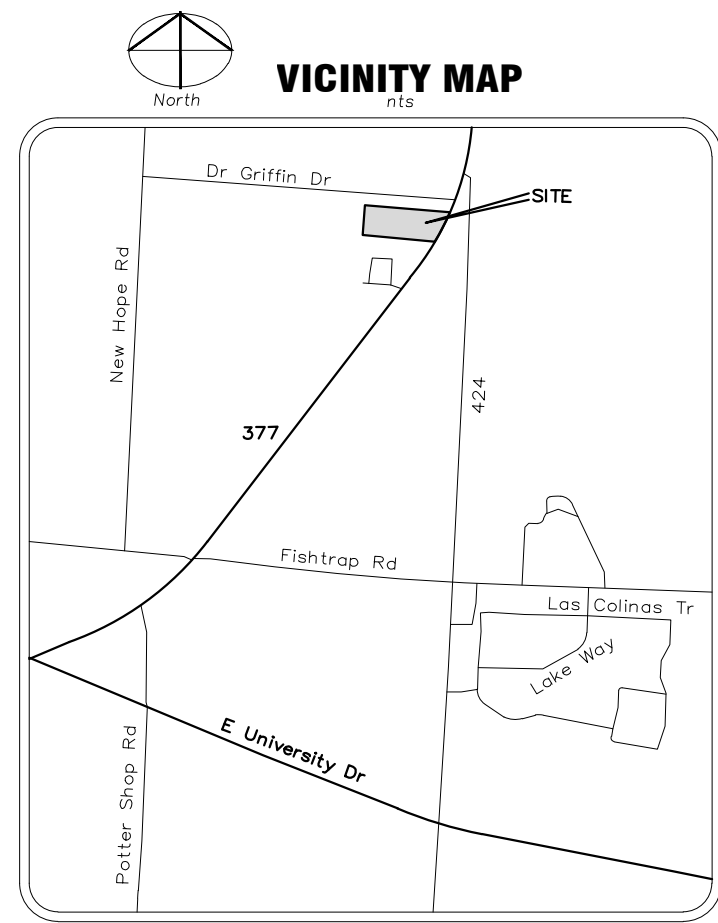
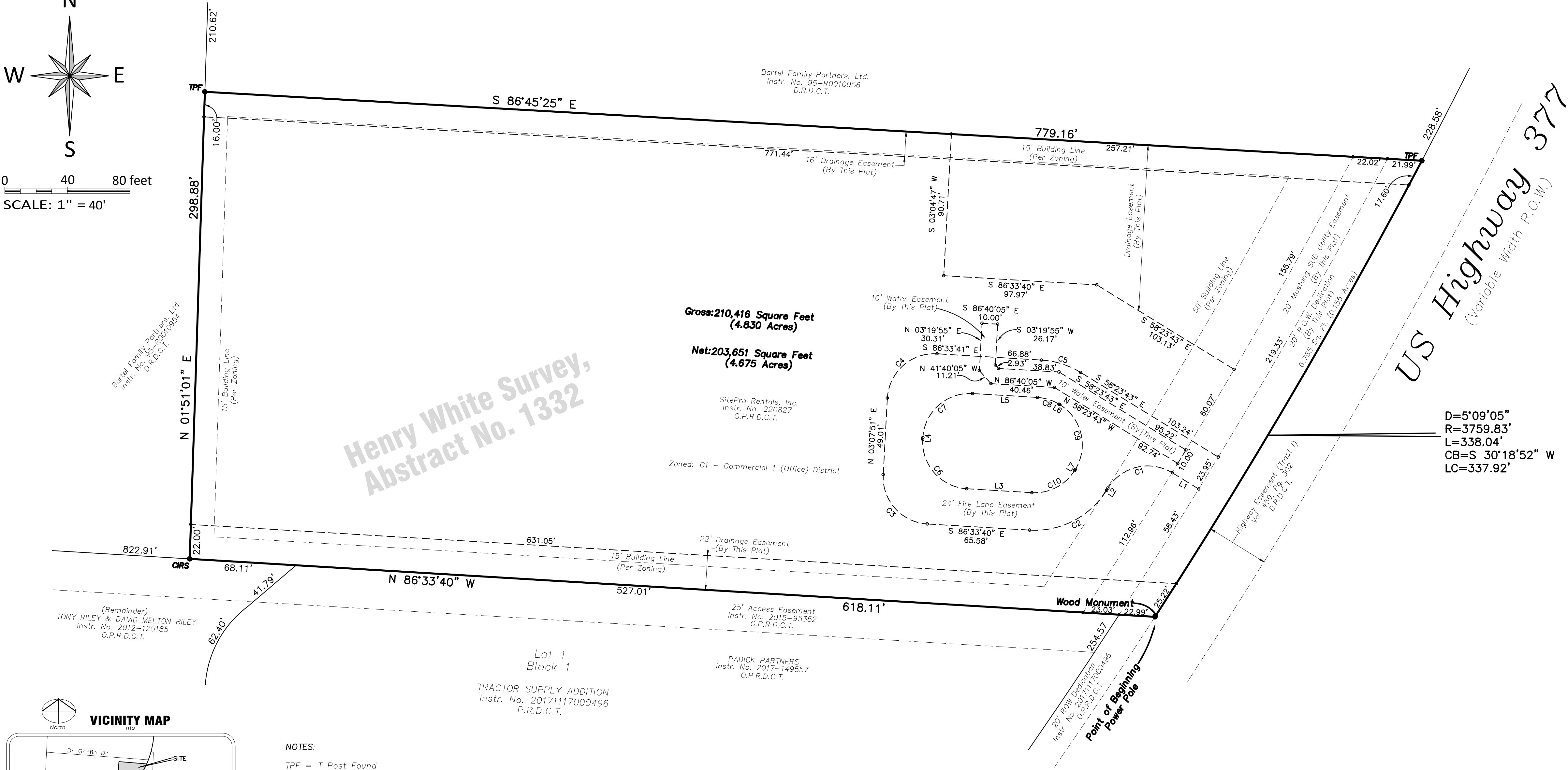
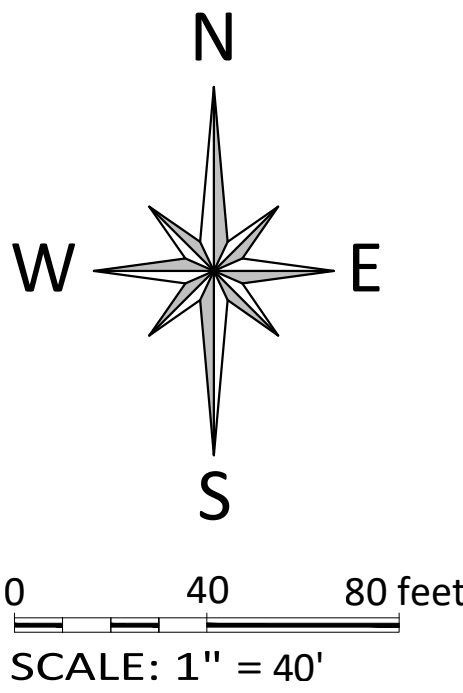
Thank you,

Daniel Williamson

*Daniel Williamson*

Sr. Manager Real Estate & Construction





NOTES:

TPF = T Post Found

CIRS = 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set

Instr. No. = Instrument Number

D.R.D.C.T. = Deed Records, Denton County, Texas

R.O.W. = right-of-way

Sq. Ft. = Square Feet

– All drainage facilities shall be owned, operated, and maintained by the Owner.

– The Town of Cross Roads shall not be responsible for the maintenance of private streets, drives, emergency access easements, drainage easements, drainage facilities, recreational areas, or open spaces; and the Owners shall be responsible for the maintenance of private streets, drives, emergency access easements, drainage easements, drainage facilities, recreational areas and open spaces, and said owners agree to indemnify and hold harmless the Town of Cross Roads from all claims, damages, and losses arising out of or resulting from performance of the obligations of said owners set forth in this paragraph.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	30.00'	46.96'	42.31'	S 76°40'20" W	89°40'23"
C2	54.01'	58.06'	55.30'	S 62°38'39" W	61°35'22"
C3	30.00'	46.97'	42.32'	N 41°42'55" W	89°41'30"
C4	30.00'	47.29'	42.55'	N 48°17'05" E	90°18'29"
C5	54.01'	26.55'	26.28'	S 72°28'42" E	28°09'58"
C6	30.00'	46.97'	42.32'	N 41°42'55" W	89°41'30"
C7	30.00'	47.29'	42.55'	N 48°17'05" E	90°18'29"
C8	30.26'	14.59'	14.45'	S 72°37'40" E	27°37'58"
C9	30.00'	47.41'	42.63'	S 13°25'45" E	90°31'47"
C10	30.00'	32.25'	30.72'	S 62°38'59" W	61°35'22"

LINE	BEARING	DISTANCE
L1	N 58°29'28" W	19.79'
L2	S 31°50'09" W	1.75'
L3	N 86°33'40" W	41.70'
L4	N 03°07'51" E	1.00'
L5	S 86°33'41" E	41.59'
L6	S 68°41'38" E	0.58'
L7	S 31°50'09" W	0.85'

OWNER'S DEDICATION AND ACKNOWLEDGEMENT

STATE OF TEXAS )(

COUNTY OF DENTON )(

BEING a 210,416 square foot (4.830 acre) tract of land situated in the HENRY WHITE SURVEY, Abstract Number 1332, Town of Cross Roads, Denton County, same being that certain tract of land conveyed to SitePro Rentals, Inc., by Special Warranty Deed recorded in Instrument Number 220827, and being more particularly described by metes and bounds as follows:

BEGINNING at a Power Pole for the southeast corner of the herein described tract of land, from which a Wood Monument bears, North 04 degrees 11 minutes 07 seconds East, for 1.54 feet, same being the northeast corner of a 20 foot right-of-way Dedication, recorded in Instrument Number 20171117000496, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), further being in the northwest right-of-way line of U.S. Highway 377;

THENCE North 86 degrees 33 minutes 40 seconds West, departing said northwest right-of-way line, along the north line of said 20 foot right-of-way Dedication, and along the north line of Lot 1, Block 1, of the TRACTOR SUPPLY ADDITION, recorded in Instrument Number 20171117000496, O.P.R.D.C.T., and passing the northwest corner of that certain tract of land conveyed to PADICK PARTNERS, by Deed recorded in Instrument Number 2017-149557, O.P.R.D.C.T., at a distance of 527.01 feet, continuing along the north line of a certain remainder tract of land conveyed to TONY RILEY & DAVID MELTON RILEY by Deed recorded in Instrument Number 2012-125185, O.P.R.D.C.T. for a total distance of 618.11 feet to a 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set on said north line of TONY RILEY & DAVID MELTON RILEY tract;

THENCE North 01 degrees 51 minutes 01 seconds East, departing said north line, along the east line of that certain tract of land conveyed to Bartel Family Partners, Ltd. by Warranty Deed recorded in Instrument Number 95-R0010954, D.R.D.C.T., for a distance of 298.88 feet, to a T post found on said east line;

THENCE South 86 degrees 45 minutes 25 seconds East, departing said east line, along the south line of that certain tract of land conveyed to Bartel Family Partners, Ltd. by Warranty Deed recorded in Instrument Number 95-R0010956, D.R.D.C.T., for a distance of 779.16 feet to, a T post found in the aforementioned northwest right-of-way line, same being the beginning of a curve to the right, having a radius of 3759.83 feet, whose chord bears South 30 degrees 18 minutes 52 seconds West, for a chord distance of 337.92 feet;

THENCE continuing along said curve to the right, through a central angle of 05 degrees 09 minutes 05 seconds, for an arc distance of 338.04 feet to the POINT OF BEGINNING, containing 210,416 square feet or 4.830 acres of land, more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT WE, SitePro Rentals, Inc., DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED PROPERTY AS LOW ADDITION, AN ADDITION WITHIN THE TOWN OF CROSS ROADS CORPORATE LIMITS, DENTON COUNTY, TEXAS, AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS AND EASEMENTS SHOWN HEREON. THIS PLAT DOES NOT ALTER OR REMOVE ANY EXISTING DEED RESTRICTIONS OR COVENANTS, IF ANY, ON THIS PROPERTY.

\_\_\_\_\_  
(OWNER) DATE

STATE OF TEXAS )(

COUNTY OF DALLAS )(

BEFORE ME, the undersigned authority, a Notary Public in and for Denton County, Texas, on this day personally appeared SitePro Rentals, Inc., known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

SURVEYOR'S CERTIFICATE

STATE OF TEXAS )(

COUNTY OF DALLAS )(

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Dustin D. Davison, do hereby certify that I have prepared this plat from an actual survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the platting Rules and Regulations of the Town of Crossroads, Texas.

PRELIMINARY  
RELEASED 09/28/22 FOR REVIEW PURPOSES ONLY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE, AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Dustin D. Davison  
Registered Professional Land Surveyor No. 6451

STATE OF TEXAS )(

COUNTY OF DALLAS )(

BEFORE ME, the undersigned authority, a Notary Public in and for Dallas County, Texas, on this day personally appeared Dustin D. Davison, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
Chairperson  
Planning and Zoning Commission  
Town of Cross Roads, Texas

APPROVED FOR PREPARATION OF FINAL PLAT

\_\_\_\_\_  
Mayor  
Town of Cross Roads

FINAL PLAT  
LOT 1, BLOCK 1  
LOW ADDITION  
Being a 4.830 Acre Tract of land in the  
HENRY WHITE SURVEY, ABSTRACT NO. 1332  
Out of the  
Town of Cross Roads, Denton County, Texas

SCALE 1" = 40'  
September 28, 2022

DUES LAND SURVEYING, LLC



2112 Blackfoot Trail  
Mesquite, Texas 75149  
Ph: (214) 210-1836  
Surveying Firm #10194446

Basis of Bearings: STATE PLANE COORDINATE SYSTEM, NORTH TEXAS CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983. ADJUSTMENT REALIZATION 2011.

No portion of the subject property lies within any area of 100-year flood according to FEMA's Flood Insurance Rate Map No. 48121C0405 G, dated April 18, 2011. Property is in zone X.

Copyright 2022 Duenes Land Surveying, LLC, All Rights Reserved. This drawing is the property of Duenes Land Surveying, LLC, Any modification or use of this drawing without the express written authorization of Duenes Land Surveying, LLC, is prohibited.

ENGINEER  
KRG Civil Engineers, Inc.  
2150 South Central Exp., Suite 200  
McKinney, Texas 75072  
Contact: Kelvin R. Gomez, P.E.  
469-219-3137  
kelly@krgcivil.com

OWNER  
SitePro Rentals, Inc.  
2025 W. Beltline Road #130  
Carrollton, TX 75006  
Contact: John Hiatt

SURVEYOR  
Duenes Land Surveying, LLC  
2112 Blackfoot Trail  
Mesquite, Texas 75149  
Contact: Dustin D. Davison, RPLS  
214-317-0685  
dustin@dueneslandsurveying.com



## COUNCIL AGENDA BRIEFING SHEET Item 17. p. 1 of 9

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Meeting Date:

January 16, 2024

Agenda Item:

CONDUCT A PUBLIC HEARING, discuss and consider approval of a request by applicant Ramon Aranda on behalf of owner Margarito Espinoza for the expansion of a special use permit to allow for outdoor retail sales for additional property recently acquired at 8801 US 380, Cross Roads, Denton County, Texas. (2023-1009-04SUP)

Prepared by:

Rodney Patterson, Building Official

Description:

On October 9, 2023, applicant Ramon Aranda, on behalf of owner, Margarito Espinoza, applied for a Special Use Permit to allow for outdoor retail sales for additional property recently acquired which is located at 8801 US 380. The application was reviewed by Staff with comments provided to the applicant on October 30, 2023. A notice of public hearing was published in the paper on Sunday, October 26 & 28, 2023. Notice was also mailed to property owners within 200 feet of the subject property. As of the date the packet was published, no comments have been received.

A specific use permit is discretionary in nature. The Council should consider the impact of the use to determine if approval of the application is appropriate. Council had previously approved an SUP for 8801 US 380 to allow for outdoor display and retail sales, primarily due to the irregular shape of the property. Now that the property owner has acquired additional land to create a buildable site with more options, Staff is of the opinion that the SUP is not the highest and best use of the land and is, therefore, recommending denial.

Planning and Zoning Recommendation:

The Planning and Zoning Commission considered this item at their November 7, 2023 meeting. The Commission unanimously voted to deny the application based on Staff's recommendation.

Recommended Action:

Staff recommends denial of the request for the expansion of the SUP.

Attachments:

Staff Review 10-23-23  
Application





### **Town of Cross Roads**

3201 US Hwy 380, Suite 105

Cross Roads, Texas 76227

940-365-9693 office | 469-375-5905 fax

## **Staff Review Comments**

**Project:** Imperial Supply – Request for SUP  
**Location:** Property adjacent to 8801 US Hwy 380  
**Date of Review:** October 23, 2023  
**Reviewer:** Rodney Patterson, Building Official  
**Recommendation:** Staff is recommending denial of the request for an SUP for outdoor display and retail sales on 1.63 acres of land located adjacent to 8801 US Hwy 380.  
**Deadline to Submit Revisions or comments:** NA

### **Comments:**

The Town is in receipt of an application assigned Permit No 2023-1009-04SUP by applicant Ramon Aranda on behalf of property owner Margarito Espinoza to request the expansion of an existing Specific Use Permit (SUP) to allow for outdoor display and retail sales on a 1.63-acre tract of land currently zoned C2-Commercial 2. The Town's Zoning Regulations were amended on June 21, 2021 to provide for the opportunity to request outdoor retail sales through the SUP process.

The property is surrounded by the following current zoning designations:

North:	C2- Commercial 2	– US 380 and commercial buildings
East:	C2 Commercial with SUP and A-Agricultural	– Vacant land
South:	A-Agricultural	– Vacant land
West:	C2 Commercial with SUP and A-Agricultural	– Vacant land

Section 14.03.116 of the Town's Comprehensive Zoning Regulations provides that the Town Council, after recommendation by the Planning and Zoning Commission can consider conditions related to the operations, site development, parking, signage, and time limits as may be deemed necessary in order that such use will not seriously injure the appropriate use of neighboring property and will generally conform to the intent and purpose of the ordinance. This action is discretionary in nature.

Council had previously approved an SUP for 8801 US 380 to allow for outdoor display and retail sales, primarily due to the irregular shape of the property. Now that the property owner has acquired additional land to create a buildable site with more options, Staff is of the opinion that the SUP is not the highest and best use of the land and is, therefore, recommending denial.



TOWN OF CROSS ROADS  
DEVELOPMENT APPLICATION

DATE: 10-06-2023

APPLICATION #: 2023-1009-04SUP

PROJECT: Imperial Supply

Before submitting an application, the applicant should consult with Town Staff to discuss the feasibility of the request and any additional requirements.

Applications are only received on the dates listed on the Submission Schedule.

## DEVELOPMENT APPLICATION

\_\_\_\_ Zone Change    \_\_\_\_ Technical Site Plan    \_\_\_\_ Grading    X Miscellaneous

Land Owner Name MARGARITO ESPINOZA

Signature M. Espinoza

Owner Mailing Address 8801 E HWY 380, CROSSROADS, TX. 76227

Owner Contact Phone 817.994.6012

Email arandaconsultants@gmail.com

Applicant Name Ramon Aranda

Signature Ramon Aranda Digitally signed by Ramon Aranda  
Date: 2023.10.06 12:16:56 -05'00'

Project Contact Mailing Address 2946 S SUNBECK CIR FARMERS BRANCH TX 75234

Project Contact Phone 972.754.1745

Email ARANDACONSULTANTS@GMAIL.COM

Proposed Project Name IMPERIAL SUPPLY

Location 8801 E. US HWY 380

Abstract, Lot, Block 803, TRACT II

DCAD ID 661529

Current Zoning C2Requested Zoning Sup

Number of Lots 1

Acres 1.63

## REQUIRED SUBMISSION DOCUMENTS

1. Filing Fee; see page 6 of Master Fee Schedule.
2. Legal Description and plat of the subject site typed and attached separately or the subdivision name with lot and block number.
3. Map - A location map clearly showing the site in relation to adjacent streets and distance to nearest thoroughfare.
4. Site Plan (Commercial)
5. Drawings: one full, two 11x17
6. Electronic copy of all the above; this may be sent by email on submission day.

## ADDITIONAL INFORMATION

Requesting a SUP for the remaining 1.63 Acres at 8801 E US HWY 380. SUP is being requested for outside storage on this property.

**Town of Cross Roads**

3201 US 380, STE 105 • Cross Roads, Texas 76227 • 940.365.9693

**PROFESSIONAL SERVICES DEPOSIT INFORMATION**

All submissions requiring the services of the Town Civil Engineer and/or the Town Attorney, including, but not limited to platting, construction plans and planned development applications, will be required to place a Professional Services Deposit at the time of project submission per Town of Cross Roads Code of Ordinances, Chapter 10, Article 9 FILING FEES AND CHARGES:

**Sec. 10.09.001 Fee structure**

- (a) The town shall determine the base fees and charges for plat review. The town council shall adopt a fee schedule.
- (b) Fees shall be charged on all plats, regardless of action taken by the planning and zoning commission and whether the plat is approved or denied by the town council.
- (c) If the amount deposited is less than the actual cost of reviewing and processing the plat, the balance shall be collected before final consideration of the plat. An administrative fee equal to fifteen percent (15%) of the total of the application fee and processing costs in excess of the original fee will be charged.
- (d) The town may also assess against the applicant, developer or subdivider additional costs incurred by the town for engineering fees and legal fees associated with the review and consideration of a plat in the amount incurred by the town. The payment of these additional fees shall be a condition of plat approval or a prerequisite to the acceptance of any improvements or the issuance of any building permits.

**Sec. 10.09.002 Procedure**

All fees or charges shall be paid in advance and no action of the planning and zoning commission or any other board or agency shall be valid until the fee or charge has been paid to the town.

Applicants will be billed monthly for any professional services incurred in the previous month. The professional services deposit made at time of submission will be in an amount as indicated on the Town's fee schedule and will be used towards the last invoice incurred for the project. Applicant will be billed if last invoice exceeds the Professional Services Deposit. Any remaining balance upon project and invoice completion will be refunded to the applicant.

**PROFESSIONAL SERVICES CONTACT INFORMATION**

Name: Ramon Aranda

Email: arandaconsultants@gmail.com

Phone: 972.754.1745

Address: 2946 S Sunbeck Cir

Project: Imperial Supply

I have read and acknowledge the Professional Services Deposit Process.

Ramon ArandaDigitally signed by Ramon Aranda  
Date: 2023.10.06 12:17:12 -05'00'10-6-23

Applicant's Signature

Date

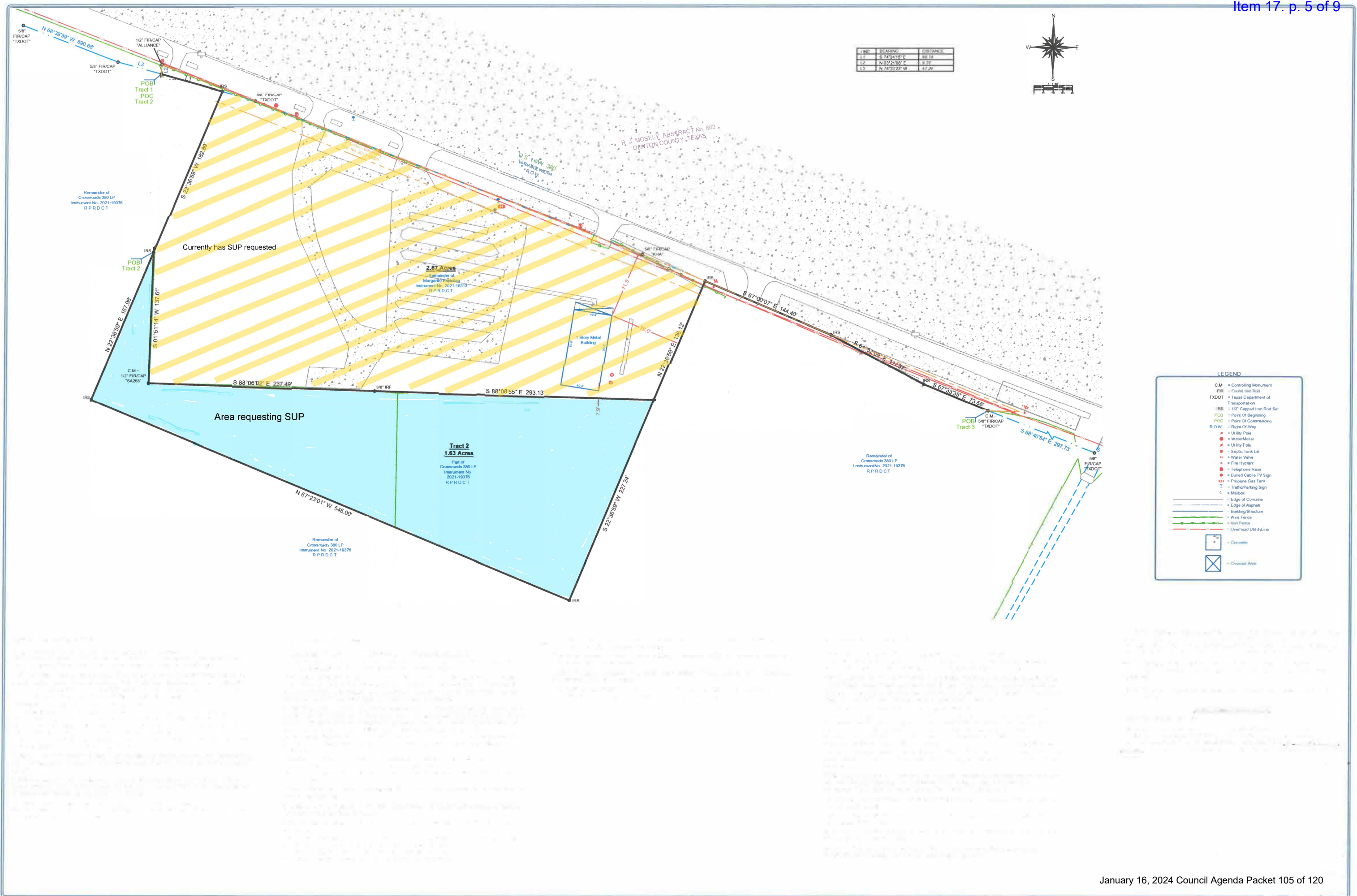
**Town of Cross Roads' Use Only**

Date completed application received: \_\_\_\_\_

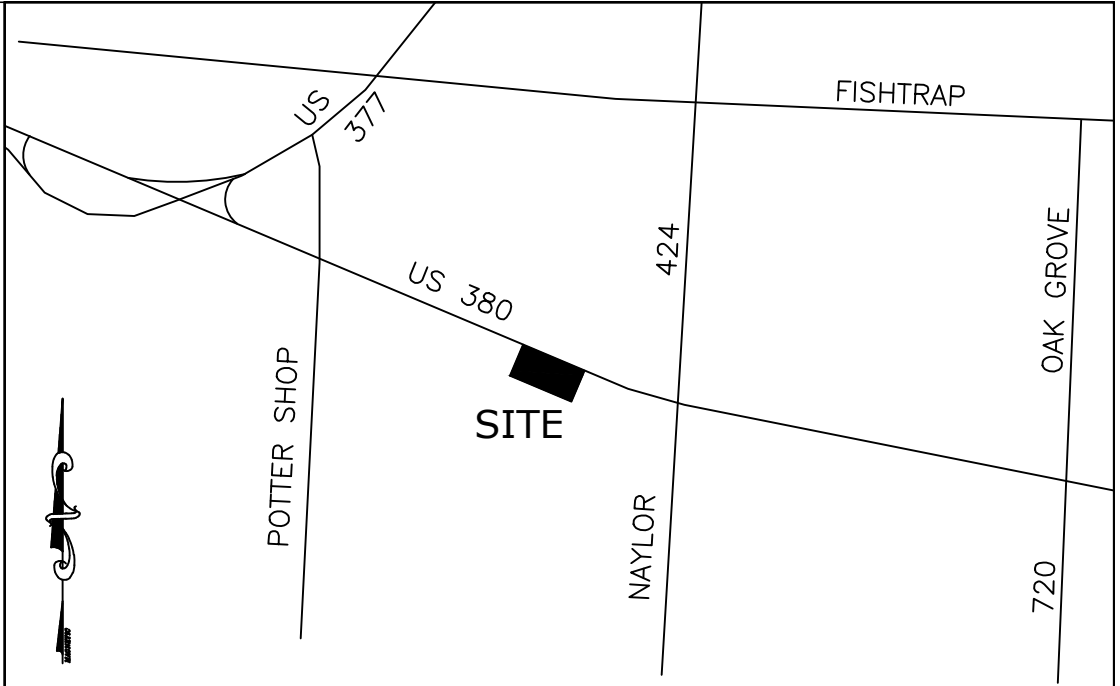
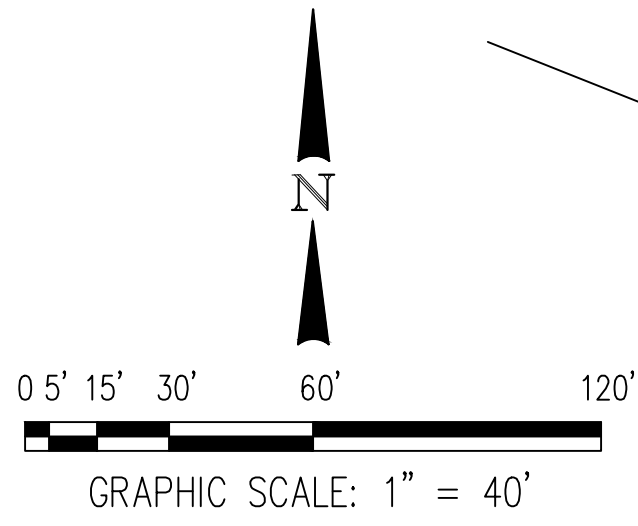
Amount Deposited: \_\_\_\_\_

Receipt Number: \_\_\_\_\_

Professional Services Deposit Number: \_\_\_\_\_







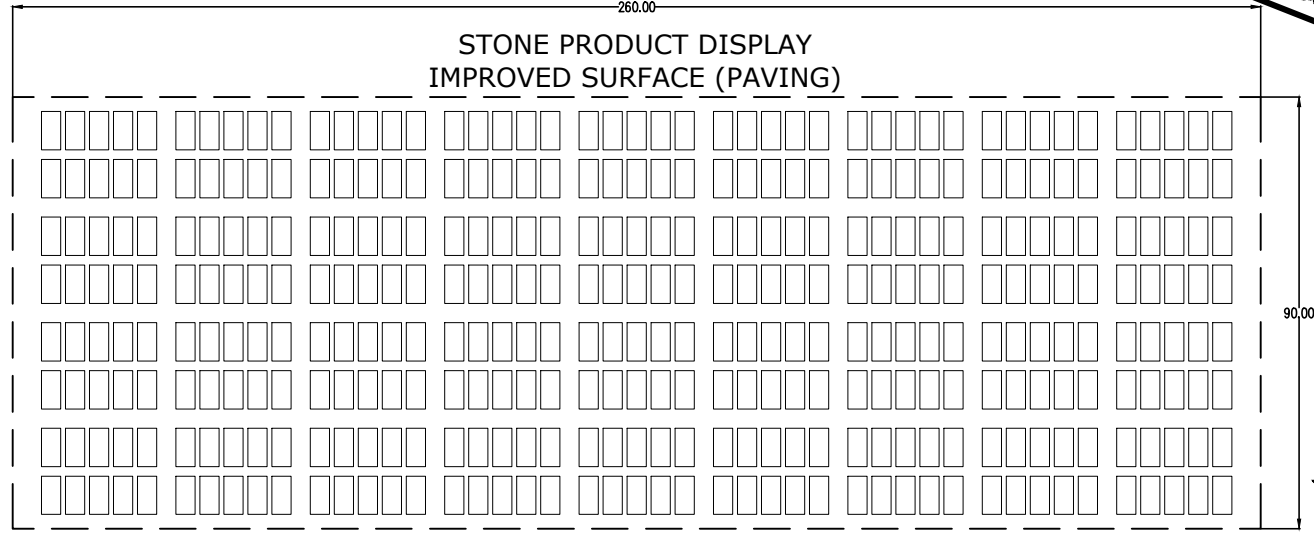
LOCATION MAP  
(N.T.S.)

ZONED: COMMERCIAL 2 - C2

ZONED: AGRICULTURAL - A  
POINT OF BEGINNING

ZONED: COMMERCIAL 2 - C2

8' HIGH MASONRY / WROUGHT IRON  
SCREENING FENCE ALONG WEST SIDE  
OF PROPERTY LINE



OWNER:  
MARGARITO ESPINOZA  
DOC.# 2021-16313  
R.P.R.D.C.T.

S88°06'02" 237.49'

BINS FOR SAND AND GRAVEL  
8' HIGH MASONRY / WROUGHT IRON  
SCREENING FENCE ALONG SOUTH SIDE  
OF PROPERTY LINE

ZONED: AGRICULTURAL - A

CROSSROADS 380 LP  
113.85 ACRES  
DOC.# 2021-19376  
R.P.R.D.C.T.

LOT 1, BLOCK A  
71,003 SQ. FT.  
1.63 ACRES

ZONED: AGRICULTURAL - A

LANDSCAPE DATA:

TREES	RATIO	CALIPER	QUANTITY	SPECIES
STREET FRONTAGE TREES:	1/40'	3"	13	RED OAK & BALD CYPRESS
PARKING AREA TREES:	1/2000 SQ. FT.	2"	10 (1 EX.)	CREPE MIRTLE
PARKING SHRUBS:	1/30"	5 GAL.	15	BUFFORD HOLLY
BUILDING SHRUBS:	1/30"	5 GAL.	16	BUFFORD HOLLY

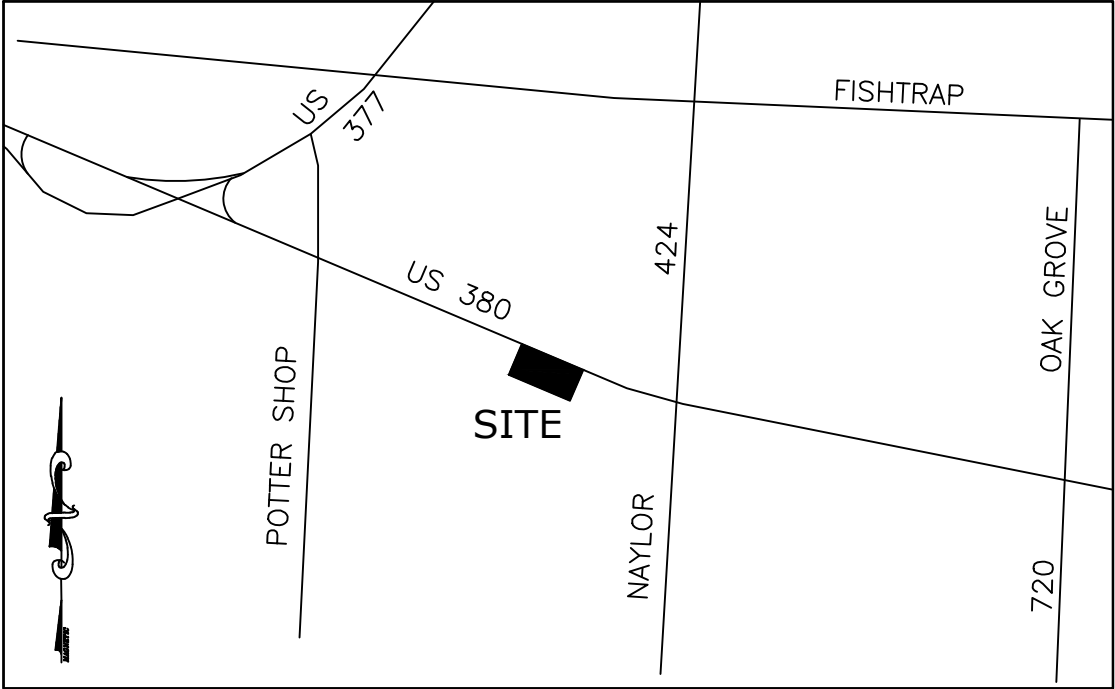
LAND USE STATEMENT  
LAND USE REQUESTED: OUTSIDE STORAGE  
LAND USE AREA: 71,003 SQ. FT. (1.63 ACRES)  
LOT 1, BLOCK A ESPINOZA ADDITION  
EX. BUILDING AREA: 3256 SQ. FT.  
OUTSIDE STORAGE AREA: 27240 SQ. FT.  
PARKING REQUIRED: 1/200 = 16.28 SPACES  
PARKING PROVIDED: 19 SPACES

SITE & LANDSCAPE PLAN  
8801 E US HWY. 380



2608 SQUIRE PLACE  
FARMERS BRANCH, TX  
75234

(972) 754-1745  
arandaaranda@hotmail.com



LOCATION MAP  
(N.T.S.)

## LEGAL DESCRIPTION

**COMMENCING** at capped 5/8 inch iron rod, stamped "TXDOT", found for a salient northeast corner of a tract of said Crossroads 380 LP tract, same being the northwest corner of a tract of land described in a deed to Margarito Espinoza, as recorded in Instrument No. 2021-16313, R.P.R.D.C.T., same being in the south line of U.S. Highway 380 (a variable width right-of-way), same from which a capped 5/8 inch iron rod, stamped "TXDOT", found in the common line of said Crossroads 380 LP tract and U.S. Highway 380 bears North 74 degrees 33 minutes 23 seconds West, a distance of 47.29 feet;

THENCE South 01 degrees 51 minutes 14 seconds West, with the line common to said Crossroads 380 LP and Espinoza tracts, a distance of 186.87 feet to a capped 1/2 inch iron rod, stamped "KAZ", set for the westernmost north corner and **POINT OF BEGINNING** of the herein described tract;

THENCE with the line common to said Crossroads 380 LP and Espinoza tracts, the following three (3) courses and distances:

- 1) South 01 degrees 51 minutes 14 seconds West, a distance of 137.61 feet to a capped 1/2 inch iron rod, stamped "SA268", found for corner;
- 2) South 88 degrees 06 minutes 02 seconds East, a distance of 237.49 feet to a 3/8 inch iron rod found for corner;
- 3) South 88 degrees 08 minutes 55 seconds East, a distance of 293.13 feet to a capped 1/2 inch iron rod, stamped "KAZ", set for corner; same from which a capped 5/8 inch iron rod, stamped "TXDOT", found for the east corner of said Espinoza tract bears South 88 degrees 08 minutes 55 seconds East, a distance of 351.68 feet;

THENCE departing said common line and traversing over and across said Crossroads 380 LP tract, the following three (3) courses and distances:

- 1) South 22 degrees 36 minutes 59 seconds West, a distance of 227.24 feet to a capped 1/2 inch iron rod, stamped "KAZ", set for corner;
- 2) North 67 degrees 23 minutes 01 seconds West, a distance of 545.00 feet to a capped 1/2 inch iron rod, stamped "KAZ", set for corner;
- 3) North 22 degrees 36 minutes 59 seconds East, a distance of 167.98 feet to the **POINT OF BEGINNING** and containing a total of 1.63 acres of land, more or less.









## COUNCIL AGENDA BRIEFING SHEET Item 18. p. 1 of 8

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Meeting Date:

January 16, 2024

Agenda Item:

CONDUCT A PUBLIC HEARING to discuss and consider an application by Raviteja Vesangi, on behalf of land owner Akhanda Rentals LLC. to add an amendment to the Town of Cross Roads Code of Ordinances to provide a definition for an "Outdoor Restaurant". (2023-1204-03ZC)

Prepared by:

Rodney Patterson, Building Official

Description: On December 4, 2023, Raviteja Vesangi on behalf of land owner Akhanda Rentals LLC. submitted a request for a text amendment to the Town's Comprehensive Zoning Ordinance. The applicant had previously met with Staff and conveyed their desire to have a permanent food truck installed on property located at 7301 Fishtrap Road. According to the initial application, the desire is to have a "restaurant with kitchen in a trailer and outdoor seating." The application further stated that the trailer would not be moved after it is installed, there would be outdoor seating, parking for up to 40 cars and the existing house would be used for workers and storage. At first it was unclear whether the house would be used to supplement restaurant operations or as living quarters for workers. However, the applicant did clarify during the P&Z meeting that the original intent was to use the structure to possibly house the workers but that was no longer their intent. The applicant included a rough site plan of the property with the application.

Text amendments to the Zoning Ordinance are applicable to all properties within a specified zoning district. As such, the Town requires that the applicant provide a generalized definition. When asked for a definition from the applicant, they provided the following via email:

"Outdoor Restaurant - An eating establishment that serves food to customers in an outdoor setting, typically with seating and a kitchen located in a food trailer or truck."

In reviewing the application, Staff has significant concerns regarding permitting fixed food trucks in any zoning district without having sufficient standards in place to address the proper handling of food, sufficient restrooms, cleaning facilities and other similar functions. Additionally, properties that are serviced by septic systems may not have sufficient room to provide parking, outdoor seating and other requirements that are not within the area used for on-site sanitary sewer service. Due to these public health concerns, Staff is recommending denial of the applicant's request.

History:

The Planning and Zoning Commission recommended denial of the request by a vote of 5-0.





## COUNCIL AGENDA BRIEFING SHEET [Item 18. p. 2 of 8](#)

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Recommended Action: Staff recommends denial of the requested text amendment to add “Outdoor Restaurant” as a use in C2 – Commercial 2 zoning district.

Attachments:

Application  
Staff Review Letter

TOWN OF CROSS ROADS  
DEVELOPMENT APPLICATIONDATE: 12/04/2023APPLICATION # **2023-1204-03ZC**PROJECT: **Text Amendment**

Before submitting an application, the applicant should consult with Town Staff to discuss the feasibility of the request and any additional requirements.

Applications are only received on the dates listed on the Submission Schedule.

## DEVELOPMENT APPLICATION

\_\_\_\_ Zone Change    \_\_\_\_ Technical Site Plan    \_\_\_\_ Grading    X Miscellaneous

Land Owner Name AKHANDA RENTALS LLC Signature [Signature]

Owner Mailing Address 14688 STATE HIGHWAY 121 STE B30, FRISCO, TX 76035

Owner Contact Phone 49554 8080 Email SURESH.MALEPATI@gmail.com

Applicant Name RNITEJA VESANGI Signature [Signature]

Project Contact Mailing Address 7301 Fishtrap Rd, Cross Roads, TX 76227

Project Contact Phone 832 415 6040 Email Vesangiraviteja9@gmail.com

Proposed Project Name \_\_\_\_\_ Location THEJA-VAN GUMALLI@GMAIL.COM

Abstract, Lot, Block \_\_\_\_\_ DCAD ID 38324

Current Zoning AG- Agriculture Requested Zoning \_\_\_\_\_

Number of Lots \_\_\_\_\_ Acres 2.694

## REQUIRED SUBMISSION DOCUMENTS

1. Filing Fee; see page 6 of Master Fee Schedule.
2. Legal Description and plat of the subject site typed and attached separately or the subdivision name with lot and block number.
3. Map - A location map clearly showing the site in relation to adjacent streets and distance to nearest thoroughfare.
4. Site Plan (Commercial)
5. Drawings: one full, two 11x17
6. Electronic copy of all the above; this may be sent by email on submission day.

## ADDITIONAL INFORMATION

(Refer to survey for numbers)  
we are planning for a restaurant with kitchen in a trailer and outdoor seating. Trailer will not be moved after it is situated in ①. ② is where seating will be placed. ③ & ④ is for parking up to 20 cars. ⑤ is a house for workers. ⑥ will be used for storage.





**Re: Text Amendment Only - RE: 7301 Fishtrap Road Development Application**

raviteja vesangi <vesangiraviteja9@gmail.com>

Fri 12/8/2023 3:03 PM

To: Donna Butler <d.butler@crossroadstx.gov>

Cc: Suresh Malepati <suresh.malepati@gmail.com>; Rodney Patterson <r.patterson@crossroadstx.gov>; Kristi Gilbert <k.gilbert@crossroadstx.gov>

**Notice:** External Email

Bey Donna,

Here are the info you requested.

Outdoor Restaurant - An eating establishment that serves food to customers in an outdoor setting, typically with seating and a kitchen located in a food trailer or truck.

**Thanks**

**Teja Vesangi**

On Dec 8, 2023, at 8:44 AM, Donna Butler <d.butler@crossroadstx.gov> wrote:

Good morning, this is a friendly reminder that I will need the language you would like to have added to the zoning ordinance by the end of the day due to public notice requirements. This is for the text amendment only. If we cannot publish the notice the application will have to be pushed to the February meetings.

I have attached the Town's current definitions found in the Comprehensive Zoning Ordinance for reference.

Donna Butler  
Town Secretary  
Town of Cross Roads  
[d.butler@crossroadstx.gov](mailto:d.butler@crossroadstx.gov)  
940-365-9693

**Town Hall and Municipal Court Business Hours:**

**Monday – Thursday; 8:30 a.m. to 5:00 p.m.**

ATTENTION: Please note any correspondence, such as e-mail or letters, sent to Town Staff or Town Officials may become a public record and made available for Public/Media review.

PUBLIC OFFICIALS: A "Reply to All" of this e-mail may lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

**From:** Donna Butler

**Sent:** Wednesday, December 6, 2023 8:31 AM

**To:** raviteja vesangi <vesangiraviteja9@gmail.com>; Suresh Malepati <suresh.malepati@gmail.com>

**Cc:** Rodney Patterson <r.patterson@crossroadstx.gov>; Kristi Gilbert <k.gilbert@crossroadstx.gov>

**Subject:** 7301 Fishtrap Road Development Application

Good Morning, staff has reviewed your application. The next step is for staff to prepare the required public notices, so we need the specific language you would like to be added to the zoning ordinance. To meet the publishing deadline, I will need this information by the end of the day Friday; otherwise, the application will have to be pushed to the February meetings.

I have attached the Town's current definitions found in the Comprehensive Zoning Ordinance for reference.

Donna Butler

Town Secretary

Town of Cross Roads

[d.butler@crossroadstx.gov](mailto:d.butler@crossroadstx.gov)

940-365-9693

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<Definitions.pdf>









## COUNCIL AGENDA BRIEFING SHEET Item 19. p. 1 of 3

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Meeting Date:

January 16, 2024

Agenda Item:

Discuss and consider action on a request from applicant, Majed J. Khalaf, on behalf of property owner 1856 Investments LLC., requesting a waiver from the requirement for a minimum ten foot (10') landscape buffer adjacent to a public roadway to allow existing parking spaces to remain in place to serve an existing restaurant located at 10001 US 380.

Prepared by:

Rodney Patterson, Building Official

Description:

The applicant, Majed J. Khalaf, on behalf of property owner 1856 Investments LLC. is requesting a waiver from the requirement for a minimum ten-foot (10') landscape buffer adjacent to a public roadway found in Section 3.11.006(1)(A) of the Town of Cross Roads Code of Ordinances. The applicant is in the process of subdividing an approximately 3.87 acre tract of land where Prairie House is located into three parcels to allow for future development adjacent to the restaurant. The waiver would allow existing parking spaces to remain in place to continue to serve Prairie House.

With the recent widening of Naylor Rd. and US Hwy 380, and the Town's right-of-way dedication requirement, the property line along Naylor Rd. would move further west which would mean the landscape buffer, if enforced, would require the removal/relocation of 16 existing parking spaces. The applicant is requesting that they be allowed to keep the current parking spaces located along Naylor Rd. in order to avoid having to relocate them elsewhere on the property.

Note the site plan included as an exhibit has not been approved by Staff and is still under review and subject to change. It is provided for illustrative purposes only.

Recommended Action:

Staff is recommending approval of the waiver due to the fact that the additional right of way dedication will help address traffic congestion issues at this particular corner and the omission of the landscape buffer will not cause any adverse impact for the public.

Attachments:

Waiver Application

Sample Site Plan





## Universal Variance Application

2023-1204-05 WAIVER

Date of Application: 12-04-2023 Property Address: 10001 US HWY. 380

Duration of Request: ☐ TEMPORARY (Dates: \_\_\_\_\_) ☒ PERMANENT

Land Owner: 1856 INVESTMENTS, LLC Phone No: \_\_\_\_\_

Email: marshallilli22@gmail.com Mailing Address: \_\_\_\_\_

If you are not the Land Owner, Status of Applicant (Owner/Agent): Agent

Applicant's Name: Majed A. Khalaf, P.E. Phone No: 972-639-8375


Applicant's Email: rocdesignengineers@gmail.com Applicant's Address: 9101 LBJ Frwy., Suite 570, Dallas TX 75243

Description and reason for request: \_\_\_\_\_

We are requesting a 10' Landscape Variance for the existing parking spaces along Naylor Road and US 380 because of the following:

1. A significant amount of ROW was given along Naylor Road and 380 that caused the variance to be needed.
2. Variance is requested on existing pavement and existing parking.

Signature of Owner:  Date: 12/04/2023

Signature of Applicant:  Date: 12/4/2023

### The following must be submitted before processing and scheduling for Board of Adjustment.

1. Application and fee with any drawings, maps, etc. to support the request
2. Site plan or graphic depiction of what the variance is for

#### For Office Use Only

Section of Code 3.11.006 Nonresidential landscape requirements

Description of Variance Sought waiver from 10' (ten feet)

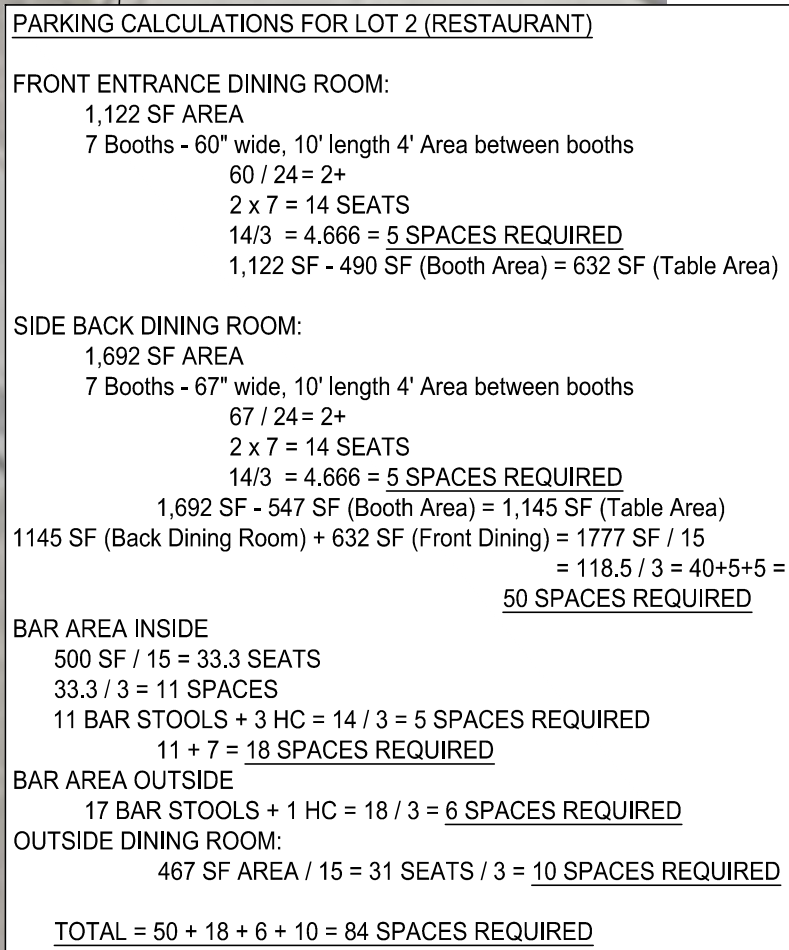
landscape edge requirement

Completed Application (Date) \_\_\_\_\_ Check # \_\_\_\_\_ Receipt # \_\_\_\_\_

Approval Date \_\_\_\_\_ Signature \_\_\_\_\_

3201 US HWY 380, STE 105, Cross Roads, TX 76227  
TEL 940/365-9693 FAX 469/375-5905  
CrossRoadsTX.gov






SITE PLAN INFORMATION - LOT 3		
Category	Required by Zoning Ordinance for "C-2" Retail and General Commercial District	Provided
Lot Area	1 Acre	59,196 S.F. 1.31 Acres
Lot Width	None	136.95 Ft.
Lot Depth	None	416.74 Ft.
Building Coverage	40%	18.2% 11,092 S.F.
Front Setback	50 Ft.	203.30 Ft.
Side Setback	15 Ft.	15 Ft.
Rear Setback	15 Ft.	15 Ft.
Impervious Area	48,619 SF (85.0%)	40,077 SF (70.0%)
Landscape Area	15% 8,580 S.F.	30.0% 17,122 S.F.
Parking Spaces	1 Space per 300 SF Total Building Area Total 37 Spaces	35 Standard Spaces 2 Accessible Spaces <b>37 Total Spaces</b>

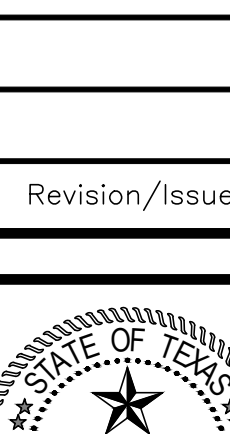
SITE PLAN INFORMATION - LOT 1		
Category	Required by Zoning Ordinance for "C-2" Retail and General Commercial District	Provided
Lot Area	1 Acre	43,560 S.F. 1.00 Acres
Lot Width	None	175.60 Ft.
Lot Depth	None	267.66 Ft.
Building Coverage	40%	5.4% 2,286 S.F.
Front Setback	50 Ft.	50.00 Ft.
Side Setback	15 Ft.	60.74 Ft.
Rear Setback	15 Ft.	100.47 Ft.
Impervious Area	48,224 SF (85.0%)	22,724 SF (50.3%)
Landscape Area	15% 8,510 S.F.	49.7%, 22,485 S.F.
Parking Spaces	1 Space Per 300 SF Total Building Area 8 Total Spaces	10 Standard Spaces 1 Accessible Space <b>11 Total Spaces</b>

- CONSTRUCTION NOTES**
1. BUILDING SILL ELEVATIONS AND SEWER INVERTS ARE APPROXIMATE AND SHOULD BE CONFIRMED BY THE CONTRACTOR PRIOR TO THE COMMENCEMENT OF WORK.
  2. THE MINIMUM SLOPE FOR SANITARY SEWER LATERALS: SHALL BE 0.010 FT/FT (6" LATERALS AT MINIMUM 1%, 4" LATERALS AT MINIMUM 2%).
  3. PROVISION OF WORK IN GENERAL: WORK SHALL PROCEED FROM THE DOWNSIDE/END OF A SEWER LINE SEGMENT TO THE UPSTREAM END OF THE SEGMENT.
  4. THE MAXIMUM LENGTH OF OPEN TRENCH SHALL BE LIMITED TO NO MORE THAN THREE PIPE LENGTHS IN A SEWER SEGMENT.
  5. THE MINIMUM TRENCH WIDTH SHOULD BE NO LESS THAN 24 INCHES OR ONE FOOT GREATER THAN OUTSIDE DIAMETER OF THE PIPE, WHICHEVER IS GREATER.
  6. THE MINIMUM DEPTH OF COVER ABOVE THE TOP OF PIPE FOR WATER LINE INSTALLATIONS SHALL BE 4 FEET.
  7. WATER MAINS AND SERVICES: LOCATIONS SHOWN ARE APPROXIMATE AND ARE INDICATED FOR GENERAL REFERENCE ONLY UNLESS OTHERWISE NOTED.
  8. ALL EXISTING UNDERGROUND FEATURES SUCH AS SEPTIC TANKS, LEACH FIELDS, SANITARY SEWERS, ETC. ARE APPROXIMATE ONLY AND ARE INDICATED FOR GENERAL REFERENCE AND DESIGN UNLESS OTHERWISE NOTED.
  9. WORK IN PRIVATE PROPERTY: THE CONTRACTOR SHALL OBTAIN WRITTEN AUTHORIZATION FROM THE OWNER PRIOR TO BEGINNING WORK IN ANY PRIVATELY OWNED AREAS WHICH WILL REQUIRE EASEMENTS FOR CONSTRUCTION.

SITE NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
2. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULE, SIDEWALKS, EXIT PORCHES, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
3. ALL DIMENSIONS AND RADII ARE TO THE BACK OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL SHALL BE IN ACCORDANCE WITH GOVERNING AGENCY SPECIFICATIONS AND SHALL BE APPROVED BY SUCH, ALL COST SHALL BE INCLUDED IN BASE BID.
5. CONCRETE SECTION DESIGN WILL SUPPORT TYPICAL FIRE APPARATUS LOADS.

<div style="display: flex; justify-content: space-between; align-items: center;"><div style="text-align: left;"><h1 style="margin: 0;">ROC</h1><p style="margin: 0;"><b>ROC DESIGN ENGINEERS</b> Superior Civil Engineering Service Texas Firm F-13744</p></div><div style="text-align: right;"><p style="margin: 0;"><b>CIVIL</b></p></div></div> <div style="margin-top: 10px;"><p>9101 N. LBJ FWY, SUITE 570 Dallas, Texas 75243 Phone 972.639.8375</p></div>		
<div style="display: flex; flex-direction: column; justify-content: space-around;"><div style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: 2em; font-weight: bold;">SITE PLAN</div><div style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: 1.5em; font-weight: bold;">10001 US Highway 380 Cross Roads, Denton County, Texas 76227</div></div>		
No.	Revision/Issue	Date



12/04/2023

Issued Date:	12-04-23
Project No:	22034
Drawn By:	JPK
Checked By:	MAK
Designed By:	JPK

Project	220034
Date	12/04/23
Scale	1" = 30'

Sheet  
C1.0