



**NOTICE OF TOWN COUNCIL MEETING  
FOR THE TOWN OF CROSS ROADS  
MONDAY, AUGUST 2, 2021 AT 7:00 P.M.**

**LOCATION: VIRTUAL and IN PERSON at  
1401 FM 424, CROSSROADS, TEXAS 76227  
Or**

**Join Zoom Meeting**

**<https://us02web.zoom.us/j/89801347656>**

**Meeting ID: 898 0134 7656**

**One tap mobile**

**+13462487799,,89801347656# US (Houston)**

1. Roll Call
2. Invocation – Pastor John Theisen
3. Pledge of Allegiance
4. Council Member Announcements and Updates.
5. Mayor Announcements and Updates.
6. Committee and Commissions Announcements and Updates.
7. 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.*
8. Updates; Discussion of Same.
  - Town Administrator Announcements and Updates – Kristi Gilbert
  - Financial Reports
  - Building Permits and Development
  - Law Enforcement
9. Consider approval of a resolution authorizing the Mayor to execute an Interlocal Cooperation Agreement with Denton County for the collections of assessments for the Public Improvement District #1 and the Public Improvement District #2.
10. Consider approval of an ordinance establishing a construction work zone speed limit of 50 mph on US 377 within the corporate limits of the Town of Cross Roads.
11. Consider approval of authorizing the Town Administrator to enter into an agreement with P3Works for Public Improvement District Administration Services for the Cross Roads Public Improvement District No. 1 (Villages of Cross Roads).
12. Discuss and consider authorizing Half & Associates to conduct an inspection of up to 20 miles of Town owned streets to determine priorities for a capital improvement plan in an amount not to exceed \$22,200.

13. Discuss and consider action related to fire and emergency medical services for Fiscal Year 2022.
14. Discuss and consider the Fiscal Year 2021 and Proposed Fiscal Year 2022 Budgets.

### **EXECUTIVE SESSION**

15. The Town Council will convene into Executive Session pursuant Texas Government Code, annotated, Chapter 551, Subchapter D for the following:
  - a. Section 551.087 - Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1) for Cross Roads Market Square.
  - b. Section 551.071 Consultation with Attorney – Consultation with and legal advice from the Town Attorney regarding the formation of the Cross Roads Police Department.
  - c. Texas Government Code, Section 551.074 Deliberation Regarding Personnel Matters – to the duties of a public officer: Police Chief
16. Take action as may be necessary or appropriate on matters discussed in Executive session.
17. Council requests for future agenda items.

Adjourn

#### *Future Events and Meetings*

*All citizens are invited to participate; schedule may change.*

- *Planning and Zoning Commission Meeting – Tuesday, August 3<sup>rd</sup>, 2021 at 7:00 p.m.*
- *Park Visioning Meeting – Tuesday, August 3<sup>rd</sup>, 2021 at 6:00 p.m.*
- *Town Visioning Meeting – Wednesday, August 4<sup>th</sup>, 2021 at 6:30 p.m.*
- *Parks and Recreation Board Meeting – Wednesday, August 4<sup>th</sup>, 2021 at 7:00 p.m.*
- *Municipal Development District Meeting – Thursday, August 12<sup>th</sup>, 2021 at 7:00 p.m.*
- *Town Council Meeting – Monday, August 16<sup>th</sup>, 2021 at 7:00 p.m.*
- *Town Council Meeting – Tuesday, September 7<sup>th</sup>, 2021 at 7:00 p.m.; moved due 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, July 30<sup>th</sup>, 2021 at 5:00 p.m., in accordance with Chapter 551, Texas Government Code.

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. This facility is wheelchair accessible and accessible parking spaces are available.

\_\_\_\_\_  
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 \_\_\_\_\_, 2021.

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



## COUNCIL AGENDA BRIEFING SHEET

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Meeting Date:  
August 2, 2021

Agenda Item:

Consider approval of a resolution authorizing the Mayor to execute an Interlocal Cooperation Agreement with Denton County for the collections of assessments for the Public Improvement District #1 and the Public Improvement District #2.

Prepared by:

Kristi Gilbert, Town Administrator

Description:

Denton County provides tax and assessment collections for entities within Denton County. Each of the public improvement districts (PIDs) are required to collect assessments from property owners within the boundaries of the PID. The Town facilitates the collection through the execution of interlocal agreements with Denton County. The cost of the tax collection services are born by the individual PIDs.

Recommended Action:

Staff recommends approval of a resolution authorizing the Mayor to execute the Interlocal Cooperation Agreement with Denton County.

Attachments:

Resolution  
Agreements



**DENTON COUNTY**  
Office of  
**Michelle French, P.C.C.**  
Tax Assessor/Collector  
1505 E. McKinney St.  
Denton, TX 76209

July 7, 2021

Dear Taxing Entities,

The 2021 Denton County Interlocal Collection Agreement (I.L.A.) is now finalized for issuance. As you know, we notified all taxing entities earlier in the year that the parcel fee for the 2021 tax year is \$1.00 per parcel.

Due to several legislative changes, we have updated the Interlocal Collection Agreement. It will still be considered a multi-year contract; however, we needed to update the I.L.A. accordingly. We have also updated language referring to timelines and actions taken by our office for truth in taxation calculation services.

The Agreement will renew automatically unless terminated by either party. The annual parcel fee will continue to be analyzed annually and submitted to you by separate notice.

The Interlocal Agreement is to be submitted to the Denton County Tax Office no later than September 7, 2021. This will provide the necessary time to add the Agreement to the Denton County Commissioners Court Agenda to be properly executed prior to October 1, 2021.

We are providing the Agreement in form-fillable PDF format for your convenience.

1. **The Agreement must be submitted to our office in triplicate.**
2. **Please print three (3) copies of the completed Agreement and have all copies signed by the appropriate person in your entity.**
3. **Failure to submit three (3) originally signed Agreements may delay processing through Commissioners Court.**

Municipalities that have approved the creation of a Public Improvement District (PID) must complete the Public Improvement District Agreement. The proper Agreement will be dependent on whether the PID is a rate based or fixed lien assessment district. Please feel free to contact our office should you have questions about which district Agreement you may need to complete.

The address to mail the completed Agreements is as follows:

Office of Michelle French  
Denton County Tax Assessor/Collector  
P.O. Box 90223  
Denton, TX 76202  
Attn: Michelle French or Stacey Dvoracek

The physical address is as follows:

Office of Michelle French Denton County Tax Assessor/Collector  
1505 E. McKinney Street  
Denton, TX 76209  
Attn: Michelle French or Stacey Dvoracek

As always, our office is here to assist you with any questions or concerns. We thank you for allowing Denton County to provide consolidated collections to your entity in order to better serve our mutual constituents.

Sincerely,

A handwritten signature in blue ink that reads "Michelle French".

Michelle French  
Denton County Tax Assessor/Collector

**TOWN OF CROSS ROADS, TEXAS  
RESOLUTION NO. 2021-**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CROSS ROADS, TEXAS APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR ASSESSMENT COLLECTIONS FOR THE CROSS ROADS PUBLIC IMPROVEMENT DISTRICT NO. 1 AND PUBLIC IMPROVEMENT DISTRICT NO. 2 WITH DENTON COUNTY AND AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE SAID CONTRACT ON BEHALF OF THE TOWN OF ARGYLE, TEXAS.**

**WHEREAS**, the Town of Cross Roads desires that Denton County provide assessment collection services for the Town and after due consideration and review, the Town Staff has determined it to be in the best interest of the citizens of the Town of Cross Roads that said Agreements be approved.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CROSS ROADS, TEXAS:**

- Section 1. THAT, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.
- Section 2. THAT, the Town Council of the Town of Cross Roads, Texas hereby approves the Interlocal Cooperation Agreement for Assessment Collections, for the Cross Roads Public Improvement District No. 1 attached hereto as Exhibit "A" and the Cross Roads Public Improvement District No. 2 attached hereto as Exhibit "B", with Denton County for the period October 1, 2021 through September 30, 2022, and further authorizes the Town Manager to execute said contract on behalf of the Town of Argyle, Texas.

**AND, IT IS SO RESOLVED. PASSED AND APPROVED** this the 2<sup>nd</sup> day of August, 2021.  
**TOWN OF CROSS ROADS, TEXAS**

BY:

\_\_\_\_\_  
T. Lynn Tompkins, Jr., Mayor

ATTEST:

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

**EXHIBIT "A"**  
**CROSS ROADS PUBLIC IMPROVEMENT DISTRICT NO. 1**  
**ASSESSMENT AGREEMENT**

**EXHIBIT "B"**  
**CROSS ROADS PUBLIC IMPROVEMENT DISTRICT NO. 2**  
**ASSESSMENT AGREEMENT**



THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY  
ASSESSMENTSASSESSMENT AND COLLECTION BETWEEN DENTON  
COUNTY, TEXAS AND  
CITY/TOWN OF Cross Roads PUBLIC  
IMPROVEMENT DISTRICT**

**INTERLOCAL COOPERATION AGREEMENT –  
ASSESSMENTS COLLECTION**

**THIS AGREEMENT** is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and Cross Roads, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

**WHEREAS**, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, and;

**WHEREAS**, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created the

Public Improvement District #1 - Villages PID

**PUBLIC IMPROVEMENT DISTRICT # 1**, hereinafter referred to as **DISTRICT**, and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and

**WHEREAS**, pursuant to §372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of

**CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A, and,

**NOW THEREFORE, COUNTY and CITY/TOWN**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

Throughout this Agreement, the term "Property Tax Code" means Title 1 of the Texas Tax Code. Throughout this Agreement, the term "tax year" means the calendar year in which the applicable tax lien attaches to the taxable property. The term "collection year" refers to the period commencing on October 1st of the applicable tax year and continuing through the end of the applicable term (September 30th of the following year), in which collection and billing services are to be performed under this Agreement.

I.

The effective date of this Agreement shall be October 1, 2021. The initial term of this Agreement shall be for a period of one year commencing October 1, 2021 and ending September 30, 2022. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **CITY/TOWN** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. Each renewal term shall be for property tax rate calculation, billing and collection services for the applicable tax year (the first renewal term will be for tax year 2022, the second renewal terms for tax year 2023, etc.).

## II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified Tax Assessor-Collector, shall collect **DISTRICT** assessments for current tax year. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide daily, monthly and annual collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations to **CITY/TOWN**. If daily disbursement is to be delayed, **COUNTY** will notify **CITY/TOWN** in the secured web entity folder the reason for the delay.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate or erroneous payment **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be

accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, COUNTY shall include that number.

4. If COUNTY determines, based on DISTRICT assessment roll, that there has been an overpayment of a DISTRICT assessment, COUNTY shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, COUNTY will issue, from current DISTRICT assessment collections, a refund of the overpayment.

5. COUNTY agrees to develop and maintain written policies and procedures of its operation. COUNTY further agrees to make available full information about the operation of the County Tax Office to CITY/TOWN, and to promptly furnish written reports to keep CITY/TOWN informed of all financial information affecting it.

6. CITY/TOWN agrees to promptly deliver to COUNTY all records that it has accumulated and developed in the assessment and collection of assessments, and to cooperate in furnishing or locating any other information and records needed by COUNTY to perform its duties under the terms and conditions of this Agreement.

7. COUNTY agrees to allow an audit of the assessment collection records of CITY/TOWN in COUNTY'S possession during normal working hours with at least 72 hours advance, written notice to COUNTY. The expense of any and all such audits shall be paid by CITY/TOWN. A copy of any and all such audits shall be furnished to COUNTY.

8. COUNTY agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments that are not paid by January 31<sup>st</sup> of the collection year.

9. COUNTY agrees that it will post to a secure website collection reports for CITY/TOWN listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30<sup>th</sup> of the collection year. COUNTY will provide monthly collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

10. CITY/TOWN retains its right to select its own delinquent collection attorney and COUNTY agrees to reasonably cooperate with the attorney selected by CITY/TOWN in the collection of delinquent assessments and related activities.

11. CITY/TOWN will provide COUNTY with notice of any change in collection attorney at least 7 days before the effective date of the new collection attorney contract.

12. For assessments that become delinquent on February 1<sup>st</sup> of the tax year, COUNTY, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent assessments.

### III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for COUNTY with CITY/TOWN. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of COUNTY; shall devote sufficient time and attention to the execution of said duties on behalf of COUNTY in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this

Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes.

#### IV.

**COUNTY** accepts responsibility for the acts, negligence, and/or omissions related to property assessments service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary.

**CITY/TOWN** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of

the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

**CITY/TOWN** accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VI.

**CITY/TOWN** understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VII.

For the services rendered during the assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10<sup>th</sup> of the assessments year or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with the fixed lien assessment levied and the assessment roll by **CITY/TOWN**'s governing body under Local Government Code Section 372.017 on or before September 10<sup>th</sup>, **COUNTY** may charge a \$5,000 late processing fee, plus the per statement fee not to exceed \$1.00 each. The assessment roll is to be accompanied by the resolution passed by the governing body for the current assessment year. All assessments

become due on receipt of the assessment/tax statement each year. The **DISTRICT** assessment shall be entered in to the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the **APPRAISAL DISTRICT** records submitted to **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28<sup>th</sup> of the collection year. During the initial term of this Agreement, the fee for this service will be \$1.00 per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Section 8 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the rate charged during the preceding term will apply.

2. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Property Tax Code, Section 31.02(a) and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Property Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48).

4. At least 30 days, but no more than 60 days prior to April 1<sup>st</sup> of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.11 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.



5. At least 30 days, but no more than 60 days prior to July 1<sup>st</sup> of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.07 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. For accounts that become delinquent on or after June 1<sup>st</sup> of the collection year, COUNTY shall mail a delinquent assessments statement meeting the requirements of Section 33.08 of the Property Tax Code to the owner of each parcel having delinquent assessments.

7. In the event DISTRICT levies a supplemental corrected assessment by order of its governing body after the assessment statements have already been mailed, CITY/TOWN shall provide COUNTY with an updated assessment roll identifying the corrected assessments levied by DISTRICT'S governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. CITY/TOWN agrees to pay COUNTY a programming charge of \$5,000.00. COUNTY will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed \$1.00 per corrected statement. The DISTRICT assessment shall be entered into the COUNTY records as a fixed lien and applied to the properties assessed by the DISTRICT as reflected on the Appraisal District records submitted to COUNTY. **The corrected assessment is to be accompanied by the resolution passed by the governing body for the assessment year.** The fee for this service will be the same per statement rate described in Section 1 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g), COUNTY will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of

a corrected assessment roll, will be the responsibility of the **COUNTY**. **CITY/TOWN** will be billed for the refunds, postage and processing fees.

8. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31<sup>st</sup> of the assessment year, deduct from current collections of **CITY/TOWN** the "Total Cost" of providing all services described in Sections 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in Sections 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **CITY/TOWN's** preceding assessments year Assessment Roll on September 30<sup>th</sup> of the assessments year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Section 9 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the per parcel rate charged during the preceding term will apply.

In the event costs for additional delayed assessments statements, processing and mailing are incurred as described in Section 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

9. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing assessments collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval

of the collection rate for each assessments year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **CITY/TOWN** with written notice of that rate.

#### VIII.

**COUNTY** agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN's** behalf and to deposit such funds into the **CITY/TOWN's** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN's** depository accounts only as applicable, specific on the Direct Deposit Authorization executed between the **CITY/TOWN** and **COUNTY**. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30<sup>th</sup> of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

3. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage. Failure to remit payment of shortage restricts release of collected assessments until such time as payment is remitted.

**IX.**

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the assessments year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement during such period.

**X.**

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

**XI.**

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

**COUNTY:**

County Judge of Denton County  
110 West Hickory  
Denton, Texas 76201  
Telephone: 940-349-2820

**CITY/TOWN:**

Town of Cross Roads
3201 US 380, Suite 105
Cross Roads, Texas 76227

XII.

CITY/TOWN hereby designates Kristi Gilbert to act on behalf of CITY/TOWN, and to serve as Liaison for CITY/TOWN to ensure the performance of all duties and obligations of CITY/TOWN as stated in this Agreement. CITY/TOWN's designee shall devote sufficient time and attention to the execution of said duties on behalf of CITY/TOWN in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the CITY/TOWN employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of CITY/TOWN and COUNTY.

XIII.

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

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in triplicate originals this, 2nd day of August  
2021.

**COUNTY**

**CITY/TOWN**

Denton County Texas  
110 West Hickory  
Denton, Texas 76201

Cross Roads

BY: \_\_\_\_\_  
Honorable Andy Eads  
County Judge

BY: \_\_\_\_\_  
Name: T. Lynn, Tompkins, Jr.  
Title: Mayor

ATTEST:

ATTEST:

BY: \_\_\_\_\_  
Juli Luke  
Denton County Clerk

BY: \_\_\_\_\_  
Name Donna Butler  
Title Town Secretary

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
Michelle French  
Tax Assessor/Collector

\_\_\_\_\_  
Attorney Denton County

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY  
ASSESSMENTSASSESSMENT AND COLLECTION BETWEEN DENTON  
COUNTY, TEXAS AND  
CITY/TOWN OF Cross Roads PUBLIC  
IMPROVEMENT DISTRICT**

**INTERLOCAL COOPERATION AGREEMENT –  
ASSESSMENTS COLLECTION**

**THIS AGREEMENT** is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and Cross Roads, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

**WHEREAS**, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, and;

**WHEREAS**, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created the  
Public Improvement District #2 - Market Square PID

**PUBLIC IMPROVEMENT DISTRICT # 2**, hereinafter referred to as **DISTRICT**, and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and

**WHEREAS**, pursuant to §372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of

**CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A, and,

**NOW THEREFORE, COUNTY and CITY/TOWN**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

Throughout this Agreement, the term "Property Tax Code" means Title 1 of the Texas Tax Code. Throughout this Agreement, the term "tax year" means the calendar year in which the applicable tax lien attaches to the taxable property. The term "collection year" refers to the period commencing on October 1st of the applicable tax year and continuing through the end of the applicable term (September 30th of the following year), in which collection and billing services are to be performed under this Agreement.

#### I.

The effective date of this Agreement shall be October 1, 2021. The initial term of this Agreement shall be for a period of one year commencing October 1, 2021 and ending September 30, 2022. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **CITY/TOWN** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. Each renewal term shall be for property tax rate calculation, billing and collection services for the applicable tax year (the first renewal term will be for tax year 2022, the second renewal terms for tax year 2023, etc.).



## II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified Tax Assessor-Collector, shall collect **DISTRICT** assessments for current tax year. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide daily, monthly and annual collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations to **CITY/TOWN**. If daily disbursal is to be delayed, **COUNTY** will notify **CITY/TOWN** in the secured web entity folder the reason for the delay.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate or erroneous payment **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be

accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, COUNTY shall include that number.

4. If COUNTY determines, based on DISTRICT assessment roll, that there has been an overpayment of a DISTRICT assessment, COUNTY shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, COUNTY will issue, from current DISTRICT assessment collections, a refund of the overpayment.

5. COUNTY agrees to develop and maintain written policies and procedures of its operation. COUNTY further agrees to make available full information about the operation of the County Tax Office to CITY/TOWN, and to promptly furnish written reports to keep CITY/TOWN informed of all financial information affecting it.

6. CITY/TOWN agrees to promptly deliver to COUNTY all records that it has accumulated and developed in the assessment and collection of assessments, and to cooperate in furnishing or locating any other information and records needed by COUNTY to perform its duties under the terms and conditions of this Agreement.

7. COUNTY agrees to allow an audit of the assessment collection records of CITY/TOWN in COUNTY'S possession during normal working hours with at least 72 hours advance, written notice to COUNTY. The expense of any and all such audits shall be paid by CITY/TOWN. A copy of any and all such audits shall be furnished to COUNTY.

8. COUNTY agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments that are not paid by January 31<sup>st</sup> of the collection year.

9. COUNTY agrees that it will post to a secure website collection reports for CITY/TOWN listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30<sup>th</sup> of the collection year. COUNTY will provide monthly collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

10. CITY/TOWN retains its right to select its own delinquent collection attorney and COUNTY agrees to reasonably cooperate with the attorney selected by CITY/TOWN in the collection of delinquent assessments and related activities.

11. CITY/TOWN will provide COUNTY with notice of any change in collection attorney at least 7 days before the effective date of the new collection attorney contract.

12. For assessments that become delinquent on February 1<sup>st</sup> of the tax year, COUNTY, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent assessments.

### III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for COUNTY with CITY/TOWN. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of COUNTY; shall devote sufficient time and attention to the execution of said duties on behalf of COUNTY in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this

Agreement for the mutual benefit of COUNTY and CITY/TOWN. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes.

#### IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property assessments service of all COUNTY employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with COUNTY to the extent allowed by law.

It is understood and agreed between COUNTY and CITY/TOWN that the CITY/TOWN, in performing its obligations hereunder, is acting independently, and the COUNTY assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between COUNTY and CITY/TOWN that the COUNTY, in performing its obligations hereunder, is acting independently, and the CITY/TOWN assumes no responsibilities in connection therewith to third parties. Nothing in this AGREEMENT is intended to benefit any third party beneficiary.

CITY/TOWN agrees that it will protect, defend, indemnify, and hold harmless COUNTY and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the CITY/TOWN or any employee, officer, agent, subcontractor, servant, invitee, or assignee of

the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

**CITY/TOWN** accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VI.

**CITY/TOWN** understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VII.

For the services rendered during the assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10<sup>th</sup> of the assessments year or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with the fixed lien assessment levied and the assessment roll by **CITY/TOWN**'s governing body under Local Government Code Section 372.017 on or before September 10<sup>th</sup>, **COUNTY** may charge a \$5,000 late processing fee, plus the per statement fee not to exceed \$1.00 each. The assessment roll is to be accompanied by the resolution passed by the governing body for the current assessment year. All assessments

become due on receipt of the assessment/tax statement each year. The **DISTRICT** assessment shall be entered in to the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the **APPRAISAL DISTRICT** records submitted to **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28<sup>th</sup> of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Section 8 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the rate charged during the preceding term will apply.

2. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Property Tax Code, Section 31.02(a) and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Property Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48).

4. At least 30 days, but no more than 60 days prior to April 1<sup>st</sup> of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.11 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

5. At least 30 days, but no more than 60 days prior to July 1<sup>st</sup> of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.07 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. For accounts that become delinquent on or after June 1<sup>st</sup> of the collection year, COUNTY shall mail a delinquent assessments statement meeting the requirements of Section 33.08 of the Property Tax Code to the owner of each parcel having delinquent assessments.

7. In the event DISTRICT levies a supplemental corrected assessment by order of its governing body after the assessment statements have already been mailed, CITY/TOWN shall provide COUNTY with an updated assessment roll identifying the corrected assessments levied by DISTRICT'S governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. CITY/TOWN agrees to pay COUNTY a programming charge of \$5,000.00. COUNTY will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed \$1.00 per corrected statement. The DISTRICT assessment shall be entered into the COUNTY records as a fixed lien and applied to the properties assessed by the DISTRICT as reflected on the Appraisal District records submitted to COUNTY. **The corrected assessment is to be accompanied by the resolution passed by the governing body for the assessment year.** The fee for this service will be the same per statement rate described in Section 1 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g), COUNTY will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of

a corrected assessment roll, will be the responsibility of the **COUNTY**. **CITY/TOWN** will be billed for the refunds, postage and processing fees.

8. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31<sup>st</sup> of the assessment year, deduct from current collections of **CITY/TOWN** the "Total Cost" of providing all services described in Sections 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in Sections 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **CITY/TOWN's** preceding assessments year Assessment Roll on September 30<sup>th</sup> of the assessments year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Section 9 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the per parcel rate charged during the preceding term will apply.

In the event costs for additional delayed assessments statements, processing and mailing are incurred as described in Section 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

9. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing assessments collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval



of the collection rate for each assessments year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **CITY/TOWN** with written notice of that rate.

#### VIII.

**COUNTY** agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN's** behalf and to deposit such funds into the **CITY/TOWN's** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN's** depository accounts only as applicable, specific on the Direct Deposit Authorization executed between the **CITY/TOWN** and **COUNTY**. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30<sup>th</sup> of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

3. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage. Failure to remit payment of shortage restricts release of collected assessments until such time as payment is remitted.

IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the assessments year in which notice is given. COUNTY shall be obligated to provide services pursuant to this Agreement during such period.

X.

This Agreement represents the entire agreement between CITY/TOWN and COUNTY and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both CITY/TOWN and COUNTY or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

**COUNTY:**

County Judge of Denton County  
110 West Hickory  
Denton, Texas 76201  
Telephone: 940-349-2820

**CITY/TOWN:**

Town of Cross Roads
3201 US 380, Suite 105
Cross Roads, Texas 76227

XII.

CITY/TOWN hereby designates Kristi Gilbert to act on behalf of CITY/TOWN, and to serve as Liaison for CITY/TOWN to ensure the performance of all duties and obligations of CITY/TOWN as stated in this Agreement. CITY/TOWN's designee shall devote sufficient time and attention to the execution of said duties on behalf of CITY/TOWN in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the CITY/TOWN employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of CITY/TOWN and COUNTY.

XIII.

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

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in triplicate originals this, 2nd day of August  
2021.

**COUNTY**

**CITY/TOWN**

Denton County Texas  
110 West Hickory  
Denton, Texas 76201

Cross Roads

BY: \_\_\_\_\_  
Honorable Andy Eads  
County Judge

BY: \_\_\_\_\_  
Name: T. Lynn, Tompkins, Jr.  
Title: Mayor

ATTEST:

ATTEST:

BY: \_\_\_\_\_  
Juli Luke  
Denton County Clerk

BY: \_\_\_\_\_  
Name Donna Butler  
Title Town Secretary

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
Michelle French  
Tax Assessor/Collector

\_\_\_\_\_  
Attorney Denton County



## COUNCIL AGENDA BRIEFING SHEET

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Meeting Date:  
August 2, 2021

Agenda Item:  
Consider approval of an ordinance establishing a construction work zone speed limit of 50 mph on US 377 within the corporate limits of the Town of Cross Roads.

Prepared by:  
Kristi Gilbert, Town Administrator

Description:  
On July 2, 2021, Staff received an email from the TxDOT Dallas District Denton County Area Engineer regarding the need for a construction work zone speed reduction for US 377 as a result of the on-going US 380 project currently under construction. TxDOT has requested the Town adopt an ordinance establishing a construction speed zone speed limit of 50 mph for US 377 from mile point 0.107-0.503. TxDOT will furnish and install the signs, the Town of Cross Roads is only required to adopt an ordinance. Denton County and the City of Denton are being asked to establish the same construction speed limit for their portions of the roadway.

Recommended Action:  
Staff recommends approval of the ordinance.

Attachments:  
Communication from TxDOT  
Proposed Ordinance

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE TOWN OF CROSS ROADS, TEXAS AMENDING THE CODE OF ORDINANCES OF THE TOWN OF CROSS ROADS, **CHAPTER 12, TRAFFIC AND VEHICLES, ARTICLE 12.05, SPEED REGULATIONS**; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Town of Cross Roads, Texas (the “Town”), is a general law municipality and is authorized to enact regulations as necessary to protect the health, safety and welfare of the public and, may enact ordinances relative to its citizens’ health, safety, and welfare that are not inconsistent with the Constitution and laws of the State; and

WHEREAS, Section 311.002 of the Texas Transportation Code provides that a general-law municipality has exclusive control over and under the public highways, streets, and alleys of the municipality; and

WHEREAS, the Texas Transportation Code, Section 542.202, Powers of Local Authorities, grants the Town the authority to alter speed limits; and

WHEREAS, speeding in a construction zone is proscribed by the Texas Transportation Code and poses an imminent threat to health and safety; and

WHEREAS, the Town desires to implement those rules and regulations that protect health, life, and property and that preserve good government, order, and security of the Town and its inhabitants; and

WHEREAS, the Town has determined that it is a necessity to regulate activities as provided for herein to safeguard the public; and

WHEREAS, the Town is authorized by law to adopt the provisions contained herein, and has complied with all the prerequisites necessary for the passage of this ordinance; and

WHEREAS, all statutory and constitutional requirements for the passage of this ordinance have been adhered to, including but not limited to the Open Meetings Act; and

WHEREAS, the purpose of this ordinance is to promote the public health, safety, and general welfare of the citizens of the Town of Cross Roads;

**NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Cross Roads, Texas:**

**SECTION 1.** That, the statements contained in the preamble to this ordinance are hereby adopted as findings of fact and as a part of the operative provisions hereof.

**SECTION 2.** That, the Code of Ordinances of the Town of Crossroads, **CHAPTER 12, TRAFFIC AND VEHICLES, ARTICLE 12.05, SPEED REGULATIONS**, is amended to create a new **Section 12.05.005, Construction Zones**, which shall read as follows:

**Sec. 12.05.005 Construction Zones**

(a) Due to an imminent threat to public health and safety, the speed limits in construction areas on all streets within the Town are hereby reduced to twenty (20) miles per hour during periods of construction, except for state and U.S. highways, which shall be treated on a case-by-case basis. This speed limit reduction will be in effect during the times that official signs are posted giving notice of the reduced speed limit.

(b) The director of public works shall cause construction zone reduced speed limit signs and other reasonably necessary traffic-control devices to be erected at such locations and times necessary to protect those traveling and working in construction zones.

(c) Violators shall be cited and any fine assessed shall be subject to the doubling of minimum and maximum fines prescribed by the V.T.C.A. Transportation Code, § 542.404, when workers are present in such construction zones.

The following construction zone speed limit is hereby established:

**Highway and Location**

**Speed Limit**

U.S. Highway 377 from north town limits to the intersection with U.S. Highway 380.

50 m.p.h.

**SECTION 3.** That, should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid, and the same shall not affect the validity of the Code of Ordinances of the Town of Crossroads as a whole.

**SECTION 4.** That, this ordinance shall take effect immediately following its passage, approval, and publication as provided by law, and it is accordingly so ordained.

PASSED AND APPROVED by the Town Council of the Town of Cross Roads, Texas, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

APPROVED:

Matthew C.G. Boyle  
Town Attorney

T. Lynn Tompkins, Jr.  
Mayor

ATTEST:

Donna Butler  
Town Secretary



**From:** Travis Campbell Travis.Campbell@txdot.gov  
**Subject:** FW: US 377 (135-10) Construction Speed Zone Approval  
**Date:** July 2, 2021 at 3:14 PM  
**To:** k.gilbert@crossroadstx.gov  
**Cc:** John Polster JPolster@itsinc-tx.com, Lisa Polster lpolster@itsinc-tx.com

TC

Good Afternoon Kristi,

I received your information from Lisa Polster. My name is Travis Campbell and I'm the new TxDOT Denton County Area Engineer. We have been working together with all partners in the area of the on-going US 380 project that is under construction to identify enhancements and one of those was to post a construction work zone speed reduction. We have gotten that approved through Crossroads down to 50-mph. The next step would be for Crossroads to get an ordinance passed to reduce the speed limit to 50-mph during construction. We will handle changing the signs with our contractor.

I would be happy to discuss with you next week at any time. I just wanted to get this on your radar ASAP since it just got approved.

Have a great 4<sup>th</sup> of July weekend!

Travis

**Travis Campbell, P.E.**

**TxDOT Dallas District**  
Denton County Area Engineer  
2624 W. Prairie  
Denton, TX 76201  
(940) 387-1414

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**From:** Derryk Blasig  
**Sent:** Friday, July 02, 2021 10:06 AM  
**To:** Cynthia Flores <Cynthia.Flores@txdot.gov>; Bahman Afsheen <Bahman.Afsheen@txdot.gov>; Ernest Sherrill <Ernest.Sherrill@txdot.gov>; Miles Hicks <Miles.Hicks@txdot.gov>; Roxanne Cortez <Roxanne.Cortez@txdot.gov>  
**Cc:** Travis Campbell <Travis.Campbell@txdot.gov>  
**Subject:** US 377 (135-10) Construction Speed Zone Approval

We have reviewed the following construction speed zone request:

County: Denton  
Highway: US 377  
Control-Section-Job: 0135-10-057  
City: Denton, Cross Roads  
Project: CM 2020(806)

We concur with the following construction speed zones:

Zone #	Mile Points (MI)	Length (MI)	Speed (MPH)	City
1	0.107 – 0.503	0.396	50	Cross Roads
2	0.503 – 0.643	0.140	50	Rural
3	0.643 - 4.406	3.763	50	Denton

Please proceed with the city of Cross Roads to have a city ordinance passed for zone 1.

We will include zone 2 in the August 2021 Commission Minute Order.

Please proceed with the city of Denton to have a city ordinance passed for zone 3.

Disclaimer - Per Chapter 2, Section 3 of the Procedures for Establishing Speed Zones manual, the construction speed zone signs must be removed or covered in areas within these approved milepoints where/when they are not needed.



## COUNCIL AGENDA BRIEFING SHEET

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Meeting Date:

August 2, 2021

Agenda Item:

Consider approval of authorizing the Town Administrator to enter into an agreement with P3Works for Public Improvement District Administration Services for the Cross Roads Public Improvement District No. 1 (Villages of Cross Roads).

Prepared by:

Kristi Gilbert, Town Administrator

Description:

The Town Council passed Resolution 2005-0919-01 on September 19, 2005 authorizing the creation of the Cross Roads Public Improvement District No. 1 to finance the costs of certain public improvements for the benefit of property within the district. The boundaries of the PID No. 1 include the residential portion of the Villages of Cross Roads subdivision. Chapter 372 of the Texas Local Government Code requires the revision and update of a Service and Assessment Plan (SAP) for all PIDs on an annual basis. This is handled through a contracted PID Administrator. Currently there is no documentation on a PID Administrator for the PID #1 and the last SAP that was performed was in 2012. Staff executed an agreement with P3Works on May 13, 2021 in the amount not to exceed to determine the status of the SAPs and assessment collections for PID #1. Staff has had contact with individuals who were involved with the PID #1 at various points of the development and have been unable to locate appropriate documentation required by state law.

Staff is proposing entering into an agreement with P3 Works to administer the PID #1 and provide annual SAPs in compliance with state law. The costs of the administration of the PID will come from the PID account in accordance with Payment Agreement with Bankers Bank Syndication Services, Inc.

Recommended Action:

Staff recommends approval PID Administration Agreement.

Attachments:

Agreement for PID Administration Services

Payment Agreement with Bankers Bank Syndication Services, Inc.

**AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT  
ADMINISTRATION SERVICES**

This Agreement for Public Improvement District Administration Services (“Agreement”) is entered into this 2<sup>nd</sup> day of August, 2021, by and between P3Works, LLC (“P3Works”), and the Town of Cross Roads, Texas (“Town”).

**RECITALS**

WHEREAS, the Town Council passed Resolution No. 2005-0919-01 on September 19, 2005, approving and authorizing the creation of Cross Roads Public Improvement District No. 1 ("PID No. 1" or "District") to finance the costs of certain public improvements for the benefit of property within the District; and

WHEREAS, the Town may consider issuing bonds to fund certain improvements in the PID as authorized by the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended; and

WHEREAS, the Town requires specialized services related to the revision and updating of the Service and Assessment Plan ("Service and Assessment Plan"), bond issuance, and the administration of the District, as more fully set forth in this Agreement; and

WHEREAS, P3Works has the expertise to properly establish and administer the District and ensure compliance with Texas Local Government Code Chapter 372; and

WHEREAS, the Town desires to retain P3Works to provide District administration services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, P3Works and the Town agree as follows:

**ARTICLE I**

**TERM OF AGREEMENT**

1.0 The Agreement shall be effective as of its approval by all parties and shall be for a period of three (3) years and shall automatically continue on a year to year basis until terminated pursuant to Article IV of this Agreement.

**ARTICLE II**

**SERVICES TO BE PROVIDED BY P3WORKS**

2.0 The scope and timing of services to be performed by P3Works are set forth in Exhibit A, which is attached hereto and incorporated into this Agreement by this reference.

2.1 P3Works agrees that its services pursuant to this Agreement shall at all times be subject to the control and supervision of the Town and that nothing in this Agreement shall constitute an assignment of any right or obligation of the Town under any applicable contract, agreement, or law. P3Works shall not represent to any property owner or any other person that it or any of its employees are acting as the Town or employees of the Town.

2.2 No substantial changes in the scope of services shall be made without the prior written approval of P3Works and the Town.

2.3 P3Works shall supply all tools and means necessary to perform the services and production of the work product described in Exhibit A.

### **ARTICLE III**

#### **PAYMENT TERMS AND CONDITIONS**

3.0 In consideration for the services to be performed by P3Works, the Town agrees to pay P3Works the fees for all services and related costs and expenses set forth in Exhibit A, beginning the first day of the month following the execution of this Agreement. Beginning on the February 1 following the levy of the Assessment and each February 1 thereafter, the fees shall increase by 2%.

3.1 Monthly invoices shall be submitted to the Town for work completed. Town agrees to pay the amount due to P3Works upon receipt of each invoice.

3.2 Copies of all invoices to P3Works for expenses, materials, or services provided to P3Works will accompany the invoice to the Town. P3Works will pass any third-party cost through to the Town without markup and will not incur any expense in excess of \$200 without written consent of the Town.

3.3 The only source of payment for P3Works' fees and services shall be the District or funds advanced by the developer. The Town general fund shall never be used to pay for any expenses relating to P3Works' administration of the District. In the event there is insufficient District funds in a given year to pay P3Works' fees and expenses, P3Works agrees to defer the fees and expenses until such time as there are sufficient District funds or funds advanced by the developer.

### **ARTICLE IV**

#### **TERMINATION OF THIS AGREEMENT**

4.0 Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time by giving sixty (60) days written notice to the other party without penalty and without limitation of its right to seek damages. Town shall pay P3Works, within 30 days of such termination, all of P3Works' fees and expenses actually accrued or incurred to and including the date of termination, including any amount incurred or accrued in connection with work in progress.

## ARTICLE V

### GENERAL PROVISIONS

5.0 This Agreement supersedes any and all agreements, including any Original PID Administration Agreement, either oral or written, between the parties hereto with respect to rendering of services by P3Works for the Town and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party of this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

5.1 This Agreement shall be administered and interpreted under the laws of the State of Texas. This Agreement shall not be construed for or against any party by reason of who drafted the provisions set forth herein. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall remain in full force and effect.

5.2 Neither this Agreement or any duties or obligations under this Agreement may be assigned by P3Works without the prior written consent of the Town.

5.3 P3Works is a PID Administration firm, does not provide financial advice, and is not an Independent Registered Municipal Advisor under the SEC and MSRB Rules, therefore, P3Works will request an IRMA Exemption Letter if not already provided on the Town's website, and then will provide to the Town an IRMA Exemption Acceptance Letter in the general form attached as Exhibit B upon execution of the Agreement.

5.4 The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

5.5 Upon acceptance or approval by Town, all deliverables prepared or assembled by P3Works under this Agreement, and any other related documents or items shall be delivered to Town, in hard copy and digital format for Town use only. All digital data which contains algorithms, formulas, methodologies and related content provided to the Town by the P3Works shall remain the property of the P3Works, and is provided as backup documentation to the deliverables, but shall not be released in digital format to any third-parties due to the proprietary nature of the intellectual data.

5.6 The Town acknowledges P3Works' ownership of its software, programs, inventions, know-how, trade secrets, confidential knowledge, source code, or other proprietary information relating to products, processes, services, software, formulas, developmental or experimental work, business plans, financial information, or other subject matter ("Confidential Information") pertaining to the business of P3Works. This Agreement shall not in any way give rise to any requirement or obligation for P3Works to disclose or release any Confidential Information.

5.7 The headings and article titles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

5.8 Should either party commence any legal action or proceeding against the other based upon this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

5.9 All notices, requests, demands, and other communications which are required to be given under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, postage prepaid thereon, as follows:

To P3Works:

Mary V. Petty  
Managing Partner  
P3Works, LLC  
9284 Huntington Square, Ste. 100  
North Richland Hills, Texas 76182

To Town:

Kristi Gilbert  
Town Administrator  
Town of Cross Roads  
3201 US 380, Suite 105  
Cross Roads, TX 76277

5.10 The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2021:

P3Works, LLC

BY: \_\_\_\_\_  
Mary V. Petty  
Managing Partner

Town of Cross Roads

BY: \_\_\_\_\_  
Kristi Gilbert  
Town Administrator

**EXHIBIT A**  
**SERVICES TO BE PROVIDED**

**PID FORMATION, SERVICE AND ASSESSMENT PLAN PREPARATION, AND BOND ISSUANCE SUPPORT SERVICES**

*Billed at P3Works' prevailing hourly rates, which are currently as follows:*

<b>Title</b>	<b>Hourly Rate</b>
<i>Managing Partner</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
<i>Senior Associate</i>	<i>\$160</i>
<i>Associate</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

*\*P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel times will be billed at hourly rates.*

District Due Diligence and Preparation of PID Plan of Finance

1. P3Works will review project information and in conjunction with the Town's Financial Advisor review a plan of finance for the proposed transaction, including
  - a) Assessed value schedules, value to lien analysis, and overall structuring to achieve Town goals and objectives
  - b) Identify areas of risk with the Town's Financial Advisor, and solutions to mitigate the risks,
  - c) Bond sizing and bond phasing by improvement area,
  - d) Sources and uses of funds by improvement area,
  - e) Debt service schedules, and;
  - f) Assessment allocation and associated estimated annual installment by lot type for each improvement area.

Preparation of Service and Assessment Plan

1. P3Works will prepare a complete and final Service and Assessment Plan to be adopted by Town Council and included in the Official Statement for the Bonds based on the Plan of Finance.
2. P3Works will present the Service and Assessment Plan to Town Council and request approval of Assessment Roll.

Bond Issuance Support

1. P3Works will ensure bond documents, including the PID financing agreement, bond indenture, and official statement are all consistent with the Service and Assessment Plan.
2. P3Works will provide ad-hoc analysis as requested by the underwriter in preparation of the preliminary official statement.

Participation in Presentations to Town Council or other Public Forums

1. P3Works will prepare and present information as requested to the Town Council or any other public forum.



## **BASIC DISTRICT ADMINISTRATION SERVICES**

*If no bonds are sold:*

*Monthly Fee = \$1,500 beginning the first of the month following execution of this Agreement for the first improvement area; and \$1,000 per month for each improvement area thereafter. (Proration will occur for any partial month if not begun on the 1<sup>st</sup> day of the month.)*

*If bonds are sold:*

*Monthly Fee amounts will be \$2,500 for the first improvement area beginning the first month following the issuance of bonds; and \$1,250 per month for each improvement area thereafter.*

*For PIDs that P3Works did not create: Monthly Collection Fees will not begin until the first Annual SAP Update is drafted by P3Works and approved by Council, therefore all work completed to that point will be billed hourly.*

*See Section below related to “Consulting Services Relating to Future Improvement Areas and related Bond Issuance” for hourly fees if bonds are contemplated.*

### Prepare Annual Service and Assessment Plan Update

1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for District improvements, and update service and assessment plan text and tables.
2. Update service and assessment plan text and tables as necessary to account for any changes in development plan or land uses.
3. Update annual District assessment roll.
4. Identify parcel subdivisions, conveyance to owners' associations, changes in land use, and any other information relevant to the levy of special assessments.
5. Review maps of tax parcels to compile/audit list of parcels that are within the District for the upcoming bond year. Classify each parcel pursuant to the approved service and assessment plan.
6. Identify any parcels dedicated to any property types classified as exempt by the service and assessment plan.
7. Update District database with newly subdivided parcels and property type classifications.
8. Calculate annual special assessment for each parcel. Verify the sum of annual installments for all parcels in the District is sufficient to meet the annual debt service requirement, administration expenses, and any provisions for delinquency or prepayment reserves.
9. Calculate other funds available, such as reserve fund income, capitalized interest, and interest income. Reduce annual assessment based on findings according to approved service and assessment plan.
10. Present preliminary annual assessment roll to Town. Upon approval by Town, submit final annual assessment roll to County Tax Collector.

### Administration of Bond Funds (if bonds are sold)

1. Review and summarize the account statements for the funds maintained by the trustee. Ensure annual special assessment calculation is compliant with Indenture as it relates to each fund.
2. Provide annual summary of all District accounts maintained by Trustee at the time the annual service and assessment plan update is performed.

### Provide Public Information Request Support

1. If requested, P3Works will respond to any calls and or emails relating to the District. P3Works will only provide technical answers relating to the annual assessments or the District generally. P3Works will not provide any commentary on Town policy relating to PIDs.
2. If the Town receives a notice from a property owner alleging an error in the calculation of any matters related to the annual assessment roll for the District, P3Works will review and provide a written response to the Town. If a calculation error occurred, P3Works will take corrective action as required to correct the error.

### Delinquency Management

1. After the end of the annual assessment installment collection period, P3Works will prepare a delinquent special assessment report, which details which parcels are delinquent and the amount of delinquency.
2. P3Works will notify the Town what action must be taken relating to delinquent parcels, if any, to remain in compliance with the District bond documents.

### Website Setup

1. Prepare for the P3Works website database searchable by property tax ID for use by property owners, title companies, mortgage companies, or other interested parties. The search results will provide assessment information, including outstanding principal, annual installment amount, payment information, and a breakdown of the assessment installment by use (principal, interest, reserve fund accounts, administrations, etc.)
2. Prepare "District Information" page for website. Information will include a background of the District formation and bond issuance process, District boundary map, and description of improvements. In additions, P3Works will provide a link to District documents.

## **DISTRICT ADMINISTRATION SETUP SERVICES (Required for any existing PID not created by P3Works.)**

*\$5,000 One Time Lump Sum Fee*

1. P3Works will review the full bond transcript and identify all requirements of the Town relating to District administration and/or disclosure requirements.
2. Prepare written summary of all Town administration and disclosure requirements.
3. Prepare calendar of all relevant dates and deadlines for District administration and disclosure requirements.
4. Meet with County Assessor's office to establish procedure for obtaining parcel information for assessment roll.
5. Meet with County Tax Office to establish procedure to include District assessment roll on property tax bill.
6. Meet with Town representatives to finalize policies and procedures relating to District Administration.

## ADDITIONAL DISTRICT ADMINISTRATION SERVICES

*Billed at P3Works' prevailing hourly rates, which are currently as follows:*

<i>Title</i>	<i>Hourly Rate</i>
<i>Managing Partner</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
<i>Senior Associate</i>	<i>\$160</i>
<i>Associate</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

*\*P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel will be billed at the hourly rates.*

### Continuing Disclosure Services

1. P3Works will prepare the form of the annual report as required by the continuing disclosure agreements and work with the Town and the Developer to complete.
2. P3Works will request from developer the reports due pursuant to the developer disclosure agreement and disseminate these reports pursuant to the disclosure agreement; including Seller's Disclosures.
3. Upon notification by any responsible party or if P3Works independently becomes aware of such knowledge, P3Works will prepare notices of material events covering the events enumerated in the disclosure agreements.
4. P3Works will coordinate with the Trustee to disseminate the annual reports, quarterly reports from the developer, and notice of significant events to the Municipal Securities Rulemaking Board (MSRB) and any other parties required in the continuing disclosure agreement.

### Developer Payment Request Administration

1. P3Works will review all developer payment requests to ensure the request complies with the PID Financing Agreement, the District service and assessment plan, and any other relevant provisions contained in the District documents.
2. P3Works will audit the developer payment request to ensure there is proper backup documentation and that the accounting is accurate.
3. P3Works will coordinate with the Town's designated representative to ensure the improvements were built to the standards of the accepting governing body.
4. P3Works will ensure improvements to be dedicated are free and clear of all liens and encumbrances.

### Consulting Services Relating to Future Improvement Areas and related Bond Issuance (to be paid from Developer funds advanced to Town)

1. P3Works will update the Service and Assessment Plan to comply with Bond documents.
2. P3Works will prepare an updated Assessment Roll including the future Improvement Area
3. P3Works will coordinate with Town's bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
4. P3Works will prepare any additional reports or analyses as needed to successfully issue the Bonds.

**EXHIBIT B**  
**IRMA EXEMPTION LETTER**



P3Works, LLC.  
9284 Huntington Sq.  
Suite 100  
North Richland Hills,  
Texas 76182

Mary V. Petty  
Managing Partner  
+1.817.393-0353 Phone  
[Admin@P3-Works.com](mailto:Admin@P3-Works.com)

July 15, 2021

Kristi Gilbert  
Town Administrator  
Town of Cross Roads  
1401 FM 424  
Cross Roads, TX 76277

RE: IRMA Exemption/Acceptance Letter

To Whom It May Concern:

We have received your written representation, dated \_\_\_\_\_, 20\_\_, that the Town of Cross Roads (the "Town") has engaged and is represented by \_\_\_\_\_, an independent registered Municipal Advisor ("IRMA"). In accordance with Section 15Ba1-1(d)(3)(vi) of the Securities Exchange Act of 1934 ("Securities Exchange Act"), we understand and intend for the Town to rely on IRMA's advice in evaluating recommendations brought forward by P3Works, LLC that constitute "advice" as defined in the Securities Exchange Act ("IRMA Exemption").

Furthermore, P3Works, LLC has conducted reasonable due diligence and is confirming that to the best of our knowledge, the IRMA is independent from P3Works, LLC, that P3Works, LLC is not a municipal advisor and is not subject to the fiduciary duty to municipal entities that the Security and Exchange Act imposes on municipal advisors, and that P3Works, LLC has a reasonable basis for relying on the IRMA Exemption. We will advise you, in writing, if we become aware of any changes.

P3Works, LLC provides PID Administration as consult services to Cities and Counties.

As required by the relevant sections of the Securities Exchange Act regarding Municipal Advisors, we are informing your identified IRMA of these facts.

Mary V. Petty  
Managing Partner  
P3Works, LLC

Jon Snyder  
Managing Partner  
P3Works, LLC

STATE OF TEXAS

§  
§  
§

COUNTY OF DENTON

**PAYMENT AGREEMENT**

This Agreement is executed as of the 16 day of July, 2012, by and between the Town of Cross Roads, Texas (the "Town") and Bankers Bank Syndication Services, Inc. ("BBSSI").

**RECITALS**

**WHEREAS**, BBSSI owns land located within the Town (the "Property"), which has been developed for single-family residential uses within the confines of the Allegiance Public Improvement District No. 1 ("District"), an existing public improvement district within the Town; and

**WHEREAS**, BBSSI has requested that the Town implement the District's assessment plan such that the District's assessments on lots within the Property may be imposed and collected; and

**WHEREAS**, BBSSI is the beneficiary of the collection of the assessments against property in the District; and

**WHEREAS** the parties recognize that the implementation of the District's assessment plan and the subsequent assessments and collection on lots with the Property may require expenditures of Town staff and legal counsel time.

**WHEREAS** BBSSI recognizes that the Town has limited financial resources to expend for legal counsel and local and statutory notice requirements and without financial assistance from BBSSI, the Town may be unable to expeditiously process and possibly assist BBSSI with the implementation of the collection of the District assessments.

**WHEREAS** as a result and in consideration of the foregoing, BBSSI desires to pay for the Town's legal and required notification fees incurred in connection with the project.

**AGREEMENT**

1. That the Recitals set forth above are hereby incorporated into the body of this Agreement as if copied verbatim in this Section 1 hereof.
2. In consideration of the foregoing, BBSSI hereby agrees to reimburse the Town for any expenditure by the Town for legal counsel, engineering fees and expenses, and local and statutory notification requirements associated with implementing the assessment plan and other

expenses directly associated with the implementation and collection of the Project assessments. BBSSI and Town will agree to amounts and/or percentages of participation on items, fees and expenditures that are indirectly associated with the Project by independent letter agreement or other means mutually acceptable to both parties on a case-by-case basis.

3. Expenditures made by the Town for which reimbursement is sought shall be documented and BBSSI shall be provided copies of invoices and paid receipts coincident with this agreement. Expenditures that have accrued prior to the effective date of this Agreement shall be documented and BBSSI shall be provided copies of invoices and paid receipts. Under no circumstances shall BBSSI be responsible for reimbursing expenditures incurred by the Town for otherwise qualifying activities that precede September 1, 2009.

4. The Town shall have sole discretion to select and employ the number of legal and engineering consultants it deems necessary or appropriate. The Town shall act in good faith in its selection of consultants and shall not incur costs unnecessarily or arbitrarily.

5. The parties agree to cooperate with each other in the event that any party seeks restitution or initiates legal action against consultants retained under this Agreement for negligence, errors, omissions, or other wrong doing.

6. The Town shall provide to BBSSI within 30 days of any qualifying expenditure made in the implementation of the assessment plan or the collection of the assessments as provided for in the Project. BBSSI shall reimburse to the Town qualifying expenditures related legal consulting or required local or statutory notice fees incurred to date by the Town for work related to the Project, but occurring after September 1, 2009 within 30 days of receipt of the qualifying expenditure. Should BBSSI or its successors or assigns fail to remit qualifying expenditures to the Town, the Town may, in addition to any other legal remedy available, withhold any past due amounts from any funds from which the Town is obligated to remit to BBSSI, including but not limited to the assessments collected by the Town on behalf of BBSSI.

7. Notwithstanding anything to the contrary contained herein, BBSSI acknowledges that the Town Attorney shall exclusively represent the legal interests of the Town of Cross Roads, Texas and that no attorney-client privilege between BBSSI and the offices of the Town Attorney, or any of its attorneys, shall be established by virtue of this Agreement. The Town shall direct its Town Attorney and all other legal counsel retained not to release any data or information provided by BBSSI to a third party, unless either BBSSI provides written consent for such release or the Town is otherwise directed to release the information by the Office of the Texas Attorney General ("OAG"). In addition, absent BBSSI authorization for the release of Developer data and information, the Town shall direct the Town Attorney to diligently seek approval of the OAG to withhold proprietary and confidential information subject to a request for public information pursuant to Chapter 552 of the Texas Government Code.

8. The parties agree that the Town has not waived its governmental, sovereign, official or qualified immunities by entering into or performing its obligations under this Agreement, all such immunities being hereby expressly retained. Nothing contained in this Agreement shall in any way be construed as an agreement by or obligation of the Town to approve any development

permits or applications of any kind or to undertake the creation, establishment or implementation of any district or other entity, except Allegiance Public Improvement District No. 1 ("District").

9. In the event that any one or more provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provisions hereof, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.


10. Time is of the essence in this Agreement.

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

12. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

EXECUTED this 16 day of July, 2012.

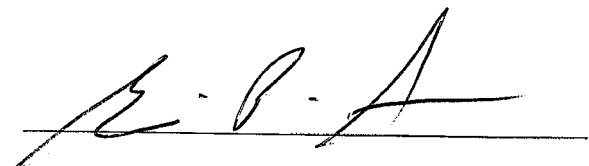
TOWN OF CROSS ROADS, TEXAS

  
\_\_\_\_\_  
Mayor

ATTEST

  
\_\_\_\_\_  
TOWN SECRETARY

BBSSI:

  
\_\_\_\_\_

By Eric P Swynson  
Its President





## COUNCIL AGENDA BRIEFING SHEET

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Meeting Date:

August 2, 2021

Agenda Item:

Discuss and consider authorizing Halff & Associates to conduct an inspection of up to 20 miles of Town owned streets to determine priorities for a capital improvement plan in an amount not to exceed \$22,200.

Prepared by:

Kristi Gilbert, Town Administrator

Description:

Staff has asked the Town Engineer to prepare and conduct a road inspection to provide a basis for determining what infrastructure to ask be included in Denton County's future bond issuance, as well as to establish a capital improvement plan. Attached is a quote from Halff & Associates to include street ranking and evaluation, cost estimates and a summary memorandum.

Financial Impact:

The cost of project is not to exceed \$22,200 and will come from Line Item 8504 for Street Contract and Repairs.

Recommended Action:

Staff is recommending approval of this item.

Attachments:

Scope of Services from Halff & Associates

**EXHIBIT “A”  
SCOPE OF SERVICES  
FOR  
CIP STREET RANKING AND ESTIMATES  
in  
CROSS ROADS, TEXAS**

**1. Description:**

The project will involve a visual inspection of the general condition of up to 20 miles of Town owned streets to determine the priority for capital improvement repairs or reconstruction. A detailed memorandum will be prepared to summarize findings and will include detailed cost estimates for the top ten (10) streets. Rough estimates will be prepared for the remaining streets based on a cost per LF basis.

**2. Assumptions:**

**Project Estimation** – Project evaluation will be based on limits of Town street segments. Street segments shall be based on general limits of materials and conditions and will be limited to a total of 40 maximum.

**Town Provided Information** – Town will provide an engineer to confirm street inventory listing and asset descriptions from previous CIP planning work.

**3. Work Plan:**

**A. Street Ranking and Evaluation**

Specific tasks are detailed below:

- (1) Conduct field reconnaissance making on-site observations and taking measurements and pictures to assist in ranking of street condition.
- (2) Review photographs, field notes, and as-built drawings to determine street priority.
- (3) Prepare color coded map of streets included in study.

**B. Cost Estimates**

Detailed estimates of probable cost, using current unit prices taken from recent bid-tabs from similar projects will be provided for the top ten (10) streets. Rough cost estimates will be provided for the remaining street segments.

**C. Summary Memorandum**

Engineer will provide a draft memorandum for the Town's review and summarizing assumptions, rankings, and estimated costs for the inspected streets. A final memorandum will be provided that includes resolution of comments/clarifications requested by the Town.

**D. Miscellaneous**

Miscellaneous services not provided for herein and not generally associated with a project of this type will be paid for under an amendment to this Agreement and for an additional fee.

- 1) Design and Construction Phase Services
- 2) Sampling and destructive or non-destructive testing for existing roadway conditions and/or material properties.
- 3) Subsurface utility location, mapping and coordination with franchise ownership.
- 4) Field Survey including plats, easement or dedication exhibits.
- 5) Categorical Exclusion, Environmental Assessment, or Environmental Permits, unless included in the scope of work
- 6) Species and Specific Biological Survey including determination of WOUS

**4. Schedule:**

- A. Completion of preliminary street ranking, cost estimates, and draft report will be provided: **45 calendar days** from date of written authorization to begin work.
- B. Completion of Final Report: **90 calendar days** from date of written authorization to begin.

**EXHIBIT “B”  
COMPENSATION  
FOR  
CIP STREET RANKING AND ESTIMATES  
in  
CROSS ROADS, TEXAS**

Exhibit “B” defines the basis of compensation to the Consultant for the services rendered.

1. **Basic Fee Services** – The basic fee for the services as described in Exhibit “A” will be \$22,200.00 which includes printing, direct costs and computer charges normally associated with production of these services.

The basis for compensation for Basic Fee services shall be as follows:

1. \$10,590 for Task 1 – Street Ranking and Evaluation
2. \$5,934 for Task 2 – Cost Estimates
3. \$ 5,676 for Task 3 – Summary Memorandum

All items will be billed monthly based on actual completion of the tasks and may include partial payments of the total amounts designated for each item.

The total maximum fee for all services is \$22,200.00

**EXHIBIT B-1  
(ATTACHMENT TO EXHIBIT B)  
CIP STREET RANKING AND ESTIMATES  
CROSS ROADS, TEXAS**

PROJECT TASK	PROJECT MGR	SR. ENG (PE)	PROJECT ENGR (EIT)	CADD	RPLS	SIT	SURVEY CREW	CLERICAL	EXPENSES	TOTAL FEE
<b>HOURLY RATES</b>	\$229	\$208	\$133	\$96	\$142	\$88	\$175	\$81		
<b>A Street Ranking and Evaluation</b>										
1 Field Data Collection	4	1	32						\$140	\$ 5,520.00
2 Data Review and Evaluation	8	2	16					2		\$ 4,538.00
3 Map/Exhibits			4	12						\$ 532.00
<b>SUBTOTAL</b>	12	3	52	12				2		\$ 10,590.00
<b>B Cost Estimates</b>										
1 Prepare Cost Estimates	4	8	24	4				2		\$ 5,934.00
<b>SUBTOTAL</b>	4	8	24	4				2		\$ 5,934.00
<b>C Summary Memorandum</b>										
1 Draft Memo and Coordination Meeting	4	2	16	2				4		\$ 3,784.00
2 Final memo	2	1	8	2				2		\$ 1,892.00
<b>SUBTOTAL</b>	6	3	24	4				6		\$ 5,676.00
<b>SUMMARY</b>										
A Street Ranking and Evaluation	12.0	3.0	52.0	12.0				2.0	\$ -	\$ 10,590.00
B Cost Estimates	4.0	8.0	24.0	4.0				2.0	\$ -	\$ 5,934.00
C Summary Memorandum	6.0	3.0	24.0	4.0				6.0	\$ -	\$ 5,676.00
<b>PROJECT TOTAL</b>	22.0	14.0	100.0	20.0				10.0	\$ -	\$ 22,200.00

Notes:



## COUNCIL AGENDA BRIEFING SHEET

---

Meeting Date:

August 2, 2021

Agenda Item:

Discuss and consider action related to fire and emergency medical services for Fiscal Year 2022.

Prepared by:

Kristi Gilbert, Town Administrator

Description:

This item is to allow for discussion options for fire and emergency medical services for Fiscal Year 2022.

Recommended Action:

Staff is seeking direction from the Town Council on this item.

Attachments:

FY 21 Fire Service Agreement – City of Aubrey  
FY 21 Ambulance

## INTERLOCAL COOPERATION AGREEMENT FOR FIRE SERVICE

**THIS AGREEMENT** is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Aubrey, a municipality of Denton County, Texas, hereinafter referred to as "**AUBREY**," and the Town of Cross Roads, a municipality of Denton County, Texas, hereinafter referred to as "**CROSS ROADS**."

**WHEREAS, CROSS ROADS** is a duly organized political subdivision of the State of Texas engaged in the administration of government and related services for the benefit of the citizens of **CROSS ROADS**; and

**WHEREAS, CROSS ROADS** has requested, and **AUBREY** has agreed, to provide fire protection service for the residents of **CROSS ROADS**; and

**WHEREAS, AUBREY** has a fire department recognized by the Texas Commission on Fire Protection of the State of Texas, and has, by a resolution of its governing body, been authorized to enter into this Agreement with **CROSS ROADS** for **AUBREY** to provide fire protection services for the purpose of firefighting, fire prevention, and other emergency services of the same nature that it provides within **AUBREY** ("Fire Service") to real and personal property and to persons located within the boundaries of **CROSS ROADS**, Denton County, Texas, and its extraterritorial jurisdiction; and

**WHEREAS**, all references in this Agreement to **CROSS ROADS** in the context of geographic area shall automatically be deemed to include areas contained within the extraterritorial jurisdiction of the Town of **CROSS ROADS**, as that area is defined and described in writing and furnished to and approved by **AUBREY**; and

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

**NOW, THEREFORE, AUBREY** and **CROSS ROADS**, for the mutual consideration hereinafter stated, agree and understand as follows:

### I. TERM

The term of this Agreement shall be for the period from October 1, 2020, through September 30, 2021 ("Term").

### II. FIRE SERVICE

**2.01 AUBREY** hereby agrees to provide **CROSS ROADS** with Fire Service (described generally as firefighting and suppression, fire rescue services, and hazardous materials response services) pursuant to this Agreement as entered into by each of the said cities under the authority of Chapter 791 of the Texas Government Code.

**2.02 AUBREY** and **CROSS ROADS** each hereby agree that for and in consideration of the monies to be paid by **CROSS ROADS**, as hereinafter set forth, **AUBREY** shall provide **CROSS ROADS** and its citizens and property owners, including those within the extraterritorial jurisdiction, through its fire department, such fire protection and other emergency services of the same nature that it provides within **AUBREY**.

**2.03 CROSS ROADS** shall be under no obligation with respect to providing any firefighting equipment, or any other equipment incidental to the carrying out of this Agreement, and shall have no right, title or interest in and to the firefighting equipment belonging to **AUBREY**, or its fire department.

## INTERLOCAL COOPERATION AGREEMENT FOR FIRE SERVICE

**2.04** For Fire Service response purposes this Agreement shall remain in full force and effect until a renewal or extension is approved by **AUBREY** and **CROSS ROADS** and a new Agreement is initiated retroactive to the expiration date of this Agreement; provided, however, that if no renewal or extension is mutually agreed to by **AUBREY** and **CROSS ROADS** before the expiration of one month after the end of the Term of this Agreement (the "Grace Period"), then this Agreement shall be deemed to have expired and **AUBREY** shall have no further duties or obligations as relates to the provision of Fire Service to **CROSS ROADS**. If **AUBREY** provides Fire Service in **CROSS ROADS** during the Grace Period and no renewal or extension is mutually agreed to by **AUBREY** and **CROSS ROADS** before the expiration of the Grace Period, **CROSS ROADS** shall pay **AUBREY** a daily pro-rated amount per day multiplied by each day of the Grace Period before **AUBREY** receives written notice from **CROSS ROADS** stating that **CROSS ROADS** does not Intend to renew or extend this Agreement. Upon receipt of said written notice, **AUBREY** shall have no further duties or obligations as relates to the provision of Fire Service to **CROSS ROADS**.

**2.05** Whenever **AUBREY** or its fire department is responding to a call within **CROSS ROADS**, it shall operate under the International Fire Code that is in effect within the city limits of **AUBREY**.

**2.06** Any fire marshal, investigator, or other personnel who respond from **CROSS ROADS** to a fire scene which is under control of **AUBREY** or its fire department shall be governed by the fire code of **AUBREY**, and any such persons shall exercise no authority, control or direction over any employee, agent, representative, firefighter or other emergency personnel or equipment of **AUBREY**.

**2.07** **CROSS ROADS** understands and agrees that **AUBREY** is not, and shall not, be required to purchase any additional equipment of any type or nature for fire or emergency purposes to comply with this Agreement, and that if multiple fires or emergencies occur within **AUBREY** and/or **CROSS ROADS** so as to utilize all emergency equipment of **AUBREY** or its fire department, that other cities under mutual aid agreements may be utilized to respond to fire or emergency calls and **CROSS ROADS** releases **AUBREY** from all liability, if any, under such circumstances.

**2.08** The Fire Chief, Fire Marshal, Assistant Fire Chief, or other appropriate authorized **AUBREY** personnel shall be the sole determinant of the type and amount of equipment and number of personnel dispatched to any fire or emergency within **CROSS ROADS**.

**2.09** At any time that **AUBREY** fire department or other emergency personnel are responding to a fire or other emergency within **CROSS ROADS**, all emergency personnel of **CROSS ROADS** shall, to the extent allowed by law, be subject to the direction and order of the highest ranking **AUBREY** personnel as to any actions or aid required in connection with the particular emergency to which **AUBREY** is responding.

**2.10** **CROSS ROADS** agrees, in accordance with Section 791.006(a) of the Texas Government Code, that **CROSS ROADS** shall be responsible for all liability related to the furnishing of any service by **AUBREY** pursuant to this Agreement which would otherwise be the responsibility of **CROSS ROADS** to furnish absent this Agreement, and **CROSS ROADS** hereby agrees to indemnify and hold harmless **AUBREY** from all liability or damages to third parties where such result from any acts or omissions by **AUBREY**, or its agents, employees, representatives, officers, officials or volunteer or paid fire department or other emergency personnel in providing Fire Service within **CROSS ROADS**, conditioned on **AUBREY** providing written notice to **CROSS ROADS** within 30 days of an event giving rise to such liability or damage.

### **III. PAYMENT FOR SERVICE**

**3.01** **CROSS ROADS** shall pay **AUBREY** \$375,000.00 for the Fire Service, and said payment shall be due within 30 days of the beginning of the Term of this Agreement. **CROSS ROADS** may remit payment in quarterly installments, the first payment being due and payable October 1, 2020.



**3.02 CROSS ROADS and AUBREY** agree that the charge of \$425,000.00 for the Fire Service is based upon experience and actual costs incurred by **AUBREY** and is a reasonable estimate of the cost for providing said services.

**3.03 AUBREY** agrees not to reduce fire funding from prior year.

**3.04 AUBREY** agrees that all funding shall be directed towards the Fire Department and any unexpended funds at the conclusion of the fiscal year shall be secured in a future capital expenditure fund for the exclusive use of Fire Department.

#### **IV. MISCELLANEOUS**

**4.01 AUBREY and CROSS ROADS** agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees, except as expressly set forth to the contrary in this Agreement. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. **AUBREY** understands and agrees that **AUBREY**, its employees, servants, agents, and representatives shall not represent themselves to be employees, servants, agents, and/or representatives of **CROSS ROADS**. **CROSS ROADS** understands and agrees that **CROSS ROADS**, its employees, servants, agents, and representatives shall not represent themselves to be employees, servants, agents, and/or representatives of **CROSS ROADS**.

**4.02 AUBREY and CROSS ROADS** acknowledge and agree that **AUBREY and CROSS ROADS** do not waive any sovereign or governmental immunity available to **AUBREY and CROSS ROADS** under Texas law and do not waive any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. This Agreement is not intended to extend the liability of the parties beyond that provided by law.

**4.03** Neither **CROSS ROADS** nor **AUBREY** waives any immunity or defense that would otherwise be available to it against claims by third parties.

**4.04** Any notice relating to this Agreement shall be delivered, in writing, by either **AUBREY** or **CROSS ROADS**, to the Mayor of the other City by certified mail, return receipt requested, to the mailing address of the applicable City Hall.

**4.05** This Agreement may be terminated at any time by **CROSS ROADS** by giving sixty (60) days advance written notice to **AUBREY**. In the event of such termination, **AUBREY** shall be compensated pro rata for all services performed to the termination date. In the event of such termination, should **AUBREY** be overcompensated on a pro rata basis for all services performed to the termination date, **CROSS ROADS** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursements shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

**4.06** This Agreement represents the entire and integrated Agreement between **AUBREY and CROSS ROADS** and supersedes all prior negotiations, representations and/or Agreements, either written or oral to the extent related to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both **AUBREY and CROSS ROADS**.

**4.07** The validity of this Agreement, and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performable and all compensation payable in Denton County, Texas.

**4.08** In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible unless doing so would require **AUBREY** to provide any services without being entitled to the full compensation set forth herein.

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

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

**CITY OF AUBREY**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

**TOWN OF CROSS ROADS**

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Town Secretary



# AUBREY AREA AMBULANCE

AUBREY AREA AMBULANCE  
(940) 365-9785  
200 WEST SYCAMORE  
AUBREY, TEXAS 76227

MICHAEL STARR  
ADMINISTRATOR

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF DENTON

## EMERGENCY AMBULANCE SERVICES

This Agreement is made on the 20<sup>th</sup> day of July 2020 by and between the Aubrey Area Ambulance ("AAA") and the Town of Cross Roads, Texas ("Crossroads").

In consideration of the mutual covenants contained herein, AAA and Cross Roads agree as follows:

### I.

#### Services to be Performed

Cross Roads agrees to engage AAA to furnish emergency ambulance services to the incorporated area of Cross Roads and to answer all emergency ambulance calls within the city limits of Cross Roads as on the map attached hereto and incorporated herein for all purposes as Exhibit "A". The level of service required under this agreement shall include Advance Life Support ("ALS").

### II.

#### Duration of Agreement

This contract shall become effective on October 1, 2020, and shall continue in full force and effect thereafter until September 30, 2021 or terminated by either party upon sixty(60) days written notice to the other.

### III.

#### Compensation

Cross Roads shall pay AAA for the services referred to in Paragraph I at the rate of \$ 27,830.00/year.



# AUBREY AREA AMBULANCE

AUBREY AREA AMBULANCE  
(940) 365-9785  
200 WEST SYCAMORE  
AUBREY, TEXAS 76227

MICHAEL STARR  
ADMINISTRATOR

IV.

## Relationship of Parties

The parties intend that AAA, in performing services specified in this agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed.

V.

## Notice to Parties

Any notice to be given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or registered or certified mail, return receipt requested. Notice to Cross roads if made or addressed to 1401 FM424, Cross Roads, Texas 76227, and to AAA at 200 W. Sycamore, Aubrey, Texas 76227. Each party may change the address for notice to it by giving notice of such a change in accordance with the provisions of this paragraph.

VI.

## Miscellaneous Provisions

This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by both parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Denton County, Texas.

AUBREY AREA AMBULANCE

Administrator: Michael Starr

Date: 7-14-2020

TOWN OF CROSS ROADS

Mayor: Bob Gorton

Date: 7/20/2020



# COUNCIL AGENDA BRIEFING SHEET

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Meeting Date:  
August 2, 2021

Agenda Item:  
Discuss and consider the Fiscal Year 2021 and Proposed Fiscal Year 2022 Budgets.

Prepared by:  
Kristi Gilbert, Town Administrator

Description:  
The Town Council has held discussions over the last few months on the FY 2021 Amended Budget and budget priorities for the FY 2022 Proposed Budget. The attached Summary of Proposed FY 2022 Budget includes a breakdown and description of the attached detailed budget.

The proposed budget also includes a break down of monies into various funds. One of the funds is a Road Improvement Fund. Staff is currently working with the Town Engineer to provide cost estimates for a future multi-year road maintenance plan to include with the budget.

Recommended Action:  
This is a discussion item. Staff is seeking input from the Town Council on budget priorities.

Attachments:  
Summary of Proposed FY 2022 Budget  
FY 2022 Proposed Budget Detail

# SUMMARY OF PROPOSED FY 2022 BUDGET

## ALL BUDGET OPERATIONS

- ◇ Maintains no property tax rate for the Town of Cross Roads
- ◇ Establishes a minimum 120-day operating (restricted) General Fund reserve/fund balance with a goal of 150 days in two years. *Note: Any references to “above excess revenue” refer to revenue over 120 days (25%) of operating expenses in the General Fund reserve.*
- ◇ Sets a budget for the following existing funds:
  - Public Safety Building Fund
  - Road Improvement Fund to include an initial Transfer in from Acct 8504 Street Contract/Road Repairs of \$108,000 remaining from FY 2021 plus \$150,000 in operating reserves
  - COVID Fund (restricted) which includes two transfers in of \$187,821.75, one in FY 2022 and the second in FY 2023 for the American Rescue Plan’s Coronavirus Local Fiscal Recovery Fund
  - Legal Contingency Fund
- ◇ Establishes the following dedicated funds with associated budgets:
  - Capital Improvement Fund with initial deposit of \$65,000 from the General Fund and a portion of funds received from the dissolution of the Northeast Police Department (NEPD);
  - Police Donation Fund (restricted) with an initial deposit of \$700 from funds received from the dissolution of the NEPD;
  - Police Seizure Fund (restricted) with an initial deposit of \$8,000 from funds received from the dissolution of the NEPD;
  - Park Improvement Fund with an initial deposit of \$23,025 which is the recently received unpermitted tree removal civil penalty;
  - Court Security Fund (restricted) with an initial deposit of \$10,500 from funds received from the dissolution of the Northeast Municipal Court (NEMC);
  - Court Technology Fund (restricted) with an initial deposit of \$14,250 from funds received from the dissolution of the NEMC;
  - Vehicle Replacement Fund with an initial deposit of \$150,000 from funds received from the dissolution of the NEPD.

## EXPENDITURES

### General Fund – All Operations Except Police

Staffing, Contracts, and Interlocal Agreements:

- Funds 6 full-time equivalents (FTEs) to include the Town Administrator, Town Secretary, Building Official, Court Administrator, Permit Technician and Accounting Technician/Payroll Specialist positions. The Municipal Judge who contracts for

approximately 10 hours per month is also included in the Town's payroll but does not receive any benefits.

- Includes contract labor for the following:
  - Town Attorney with an anticipated increase in expenditures due to ongoing projects;
  - Town Engineer;
  - Maintenance Operations (mowing, minor street repairs, signage, trash) at the same cost as FY 21;
  - A new Finance Consultant for high level finance administration to perform reconciliations and reviews as a control point prior to the annual audit;
  - Animal Control with a slight increase as we are still awaiting final budget numbers;
  - Auditor with a consolidation from NEMC and NEPD with an increase;
  - Health Inspector with a slight increase due to expected increase in activity;
  - Septic Inspector with SafeBuilt with a slight increase due to higher fees (offset by revenue) and an expected increase in activity; and,
  - IT Services
  
- Interlocal Agreements for the following:
  - Fire Services through the City of Aubrey at the same cost as FY21
  - EMS Services through Aubrey Area Ambulance at the same cost as FY21
  - Library Services through the City of Aubrey at the same cost as FY21 with a review of services scheduled for FY23
  - Code Enforcement Services through the Town of Providence Village at the same cost as FY21
  - Contracted memberships for Careflite Services with a slight increase from FY21
  - Contract with Denton County Elections Administration for election services anticipating one election.

#### Training and Benefits

- Increase in funds to allow Town Staff to attend professional training;
- Contribution rate of 7.65% for the Texas Municipal Retirement System (TMRS) as established through actuarial calculations; and,
- Health, dental, and vision benefits.

#### General Operational Expenses

- Liability Insurance for leased office spaces, the Police Department, storage building and park/pavilion;
- Monthly Lease and Common Area Maintenance payments for the Town Hall space;
- Utilities for street lights and park area and internet/phone system for Town Hall; and,
- Codification services to host the Town's Code of Ordinances and update as new ordinances are adopted.

#### Maintenance, Mowing and Minor Street Repairs

- Increases the budget for park maintenance over FY21; and,

- Maintains current level of service for mowing, right-of-way clean-up and minor pothole repairs.

#### Advertising, Promotions and Events

- Anticipates the return of the quarterly mailers of the Town newsletter;
- Anticipates the return of a Volunteer Appreciation Event; and,
- Increase in budget for Park Events from FY21.

#### **Police Department**

- Anticipates nine sworn officers including a Chief, two Sergeants and six Patrol Officers;
- Anticipates an Administrative Assistant for the Police Chief as the only civilian employee
- Anticipates participation in the Denton County Shared Governance Program (County-wide Dispatch); and,
- Funds police training, building utility & maintenance costs, fuel costs, and vehicle maintenance.

#### **ALL OTHER FUNDS**

#### **Court Technology Fund**

- Establishes a restricted Court Technology Fund from \$4.00 of revenue per citation in accordance with state law. Use restricted to technology for Municipal Court operations.
- Funds Municipal Court annual software maintenance fees

#### **Court Security Fund**

- Establishes a restricted Court Security Fund from \$3.00 of revenue per citation in accordance with state law. Use restricted to security and security related training for Municipal Court operations.
- Funds training for clerk and judge
- Funds court bailiff

#### **Park Improvement Fund**

- Establishes the fund with an initial deposit of \$23,025 which is revenue from unpermitted tree removal penalties;
- Goal to establish a transfer 15% of excess revenue beginning in FY 2023 to fund park improvements or serve as grant matching funds.

#### **Capital Improvements Fund**

- Establishes a Capital Improvement Fund with an initial deposit of \$65,000 for future capital projects, not including roads.
- Goal to establish a transfer 20% of excess revenue beginning in FY 2023 to create a healthy fund for general capital improvements.

#### **Road Improvement Fund**

- Establishes a budget for the Road Improvement Fund;
- Establishes a transfer from General Fund operations in the amount of 14.29% of sales tax revenue per Council adopted financial policies;



- Includes an additional transfer in from anticipated FY21 unexpended road maintenance monies in the amount of \$108,000 and an additional \$150,000 in General Fund operating reserves;
- Goal to establish a transfer 45% of excess revenue beginning in FY 2023 to create a healthy fund for road repairs.
- Monies will be utilized to fund engineering and construction costs related to road repairs in anticipation of the creation of a Five-Year Road Maintenance Project.

#### **Public Safety Building Fund**

- Maintains the current Public Safety Building Fund with no additional transfers in for future use.

#### **COVID Fund**

- Establishes a budget that will include two transfers in of \$187,821.75, one in FY 2022 and the second in FY 2023 for the American Rescue Plan's Coronavirus Local Fiscal Recovery Fund.

#### **Vehicle Replacement Fund**

- Establishes a budget that will include a transfer of \$100,000 received from the dissolution of the NEPD.
- Goal to establish a transfer 20% of excess revenue beginning in FY 2023 to fund replacement vehicles.

### COUNCIL DECISION POINTS

Staff has proposed transfers of excess General Fund reserves as indicated below, however, it is important for Council to weigh in on these percentages based on current priorities.

Vehicle Replacement Fund	20%
Public Safety Building Fund	0%
Park Improvement Fund	15%
Road Improvement Fund	45%
Capital Improvement Fund	20%

### FY 2022 INITIATIVES

Included are initiatives above what was provided for in the original Fiscal Year 2021 Budget that Staff is proposing to enhance services to the Town.

<b>FY2022 Initiatives</b>		
	<b>Amount</b>	<b>Included in Proposed Budget?</b>
<b>General Fund</b>		
Cross Roads Police Department – 1 Chief, 2 Sergeants, 6 Officers and 1 Administrative Assistant	~ \$1.3M	Yes
Contracted Third Party Inspections with Construction of Oak Hills Ranch, Ph 2 - Costs covered through permit fees and frees up Building Official time for plan review	\$65,000	Yes
Finance Consultant	\$10,000	Yes
Grant Writer	~\$30,000	Not in General Fund, possibly MDD
Investigator Position starting 4/1/2022	\$57,250	No

BUDGET SUMMARY

	FY21	FY 21 AMEND	FY 22	FY 23	FY24	FY25	FY26
SALES TAX	\$ 2,116,000	\$ 2,642,500	\$ 2,771,507	\$ 2,722,494	\$ 2,819,558	\$ 2,857,771	\$ 3,026,835
FRANCHISE FEES	\$ 153,000	\$ 141,500	\$ 149,695	\$ 158,714	\$ 168,351	\$ 178,652	\$ 189,668
DEVELOPMENT/PERMITTING	\$ 195,000	\$ 354,900	\$ 463,750	\$ 742,788	\$ 685,614	\$ 747,233	\$ 695,144
MUNICIPAL COURT	\$ -	\$ -	\$ 205,000	\$ 215,000	\$ 220,000	\$ 225,000	\$ 230,000
MDD CONTRIBUTION	\$ 240,000	\$ 240,000	\$ 24,363	\$ 25,581	\$ 26,860	\$ 28,203	\$ 29,613
ADMINISTRATIVE	\$ 10,500	\$ 11,732	\$ 10,000	\$ 10,500	\$ 10,500	\$ 10,500	\$ 10,500
REIMBURSEMENTS (NEPD/NEMC)	\$ 118,500	\$ 118,500	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL INCOME</b>	<b>\$ 2,833,000</b>	<b>\$ 3,509,132</b>	<b>\$ 3,624,315</b>	<b>\$ 3,875,077</b>	<b>\$ 3,930,884</b>	<b>\$ 4,047,359</b>	<b>\$ 4,181,760</b>
	FY21	FY 21 AMEND	FY22	FY 23	FY24	FY25	FY26
ADMINISTRATIVE EXPENSES	\$ 53,000	\$ 76,725	\$ 59,200	\$ 61,960	\$ 67,043	\$ 69,562	\$ 75,033
PROFESSIONAL & INSPECTIONS SERVICES	\$ 109,000	\$ 219,500	\$ 228,500	\$ 333,200	\$ 317,300	\$ 343,200	\$ 330,000
POLICE SERVICES	\$ 996,444	\$ 1,228,248	\$ 1,257,577	\$ 1,310,614	\$ 1,360,663	\$ 1,410,007	\$ 1,461,489
FIRE/EMS SERVICES	\$ 455,330	\$ 455,330	\$ 455,405	\$ 478,124	\$ 501,977	\$ 527,021	\$ 553,316
ROADS/ROW MAINT.	\$ 526,000	\$ 524,000	\$ 441,423	\$ 434,287	\$ 448,020	\$ 453,336	\$ 477,343
MUNICIPAL COURT (EXCL PAY)	\$ -	\$ -	\$ 25,000	\$ 27,000	\$ 29,200	\$ 29,200	\$ 31,100
WAGES & BENEFITS	\$ 522,775	\$ 531,000	\$ 568,500	\$ 586,425	\$ 606,843	\$ 627,377	\$ 647,267
PARKS/LIBRARY	\$ 41,500	\$ 41,500	\$ 49,000	\$ 52,000	\$ 52,500	\$ 58,000	\$ 58,500
CAPITAL PROJECTS	\$ 15,000	\$ 136,500	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
BUILDING	\$ 26,500	\$ 38,600	\$ 56,600	\$ 57,350	\$ 58,800	\$ 59,800	\$ 61,250
MISC	\$ 2,000	\$ 2,200	\$ 2,300	\$ 2,400	\$ 2,400	\$ 2,500	\$ 2,500
LOVETT 380	\$ 85,451	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL EXPENSES</b>	<b>\$ 2,833,000</b>	<b>\$ 3,253,603</b>	<b>\$ 3,158,505</b>	<b>\$ 3,358,360</b>	<b>\$ 3,459,746</b>	<b>\$ 3,595,003</b>	<b>\$ 3,712,798</b>
<b>BALANCE</b>	<b>\$ -</b>	<b>\$ 255,529</b>	<b>\$ 465,810</b>	<b>\$ 516,717</b>	<b>\$ 471,139</b>	<b>\$ 452,356</b>	<b>\$ 468,962</b>

	2021 Budget	FY21 Budget Amendment	FY22 Proposed	FY23 Forecast	FY24 Forecast	FY25 Forecast	FY26 Forecast
<b>Income</b>							
<b>1000 Sales Tax Collections</b>	2,100,000.00	2,625,000.00	2,753,132.00	2,703,200.00	2,799,300.00	2,836,500.00	3,004,500.00
Sales tax collected from Commercial Entities							
<b>1004 Beverage Tax Collections</b>	16,000.00	17,500.00	18,375.00	19,293.75	20,258.44	21,271.36	22,334.93
Sales Tax collected on Alcoholic Beverages; FY22 5% increase							
<b>1006 Franchise Tax-Telecom</b>	10,000.00	5,000.00	4,750.00	4,750.00	4,750.00	4,750.00	4,750.00
Remains constant as some franchise fees are going away, but there will be some additional customers							
<b>1008 Franchise Tax- Waste</b>	24,000.00	22,500.00	24,750.00	27,225.00	29,947.50	32,942.25	36,236.48
Historical average increase of 11.4% - budgeted at 10%							
<b>1010 Franchise Tax-Electric/Gas</b>	107,000.00	97,500.00	102,375.00	107,493.75	112,868.44	118,511.86	124,437.45
CoServ & Texas-New Mexico; FY 22 8% increase							
<b>1018 Franchise Tax- Mustang SUD</b>	12,000.00	16,500.00	17,820.00	19,245.60	20,785.25	22,448.07	24,243.91
Franchise Fees for Mustang Water; FY22 7.5% increase							
<b>2000 Development/Platting Permit Fees</b>	6,000.00	12,000.00	20,000.00	22,000.00	24,000.00	24,000.00	26,000.00
Professional Service Deposit for Civil Engineering, increase fees							
<b>200X Inspection Fees - Infrastructure</b>	0.00	0.00	60,000.00	75,000.00	85,000.00	85,000.00	90,000.00
New charge, covers engineer inspection on infrastructure							
<b>2002 Residential/Commercial Building Permits and Inspections</b>	175,000.00	325,000.00	360,000.00	620,000.00	550,000.00	610,000.00	550,000.00
FY 21 anticipated a OHR, Phase 1, actual permits paid for were 64 (73 submitted) of the 142 lots (\$190,000) as of 5.28.21. Includes 9 commercial and 3TFO. OHR Ph 2 (113) lots anticipates permit issuance beginning Summer 2022. Project 20 permits for OHR, Ph2, 7 other SFR, 8 comm, 2 TFO in FY22 - Application fees to increase in FY22, 60 OHR, Ph2,10 SFR, 9 comm, 3 TFO in FY 23; 23 OHR, Ph2 and 20 (of 136) OHR Ph3, and 12 SFR, 10 comm 4 TFO in FY 24; 80 OHR, Ph3, 10 SFR, 10 Com & 4 TFO in FY25; 36 OHR, Ph3, 10 SFR, 8 Com & 4 TFO in FY 26							
<b>2004 Septic Permits and Fees</b>	3,000.00	4,500.00	8,000.00	9,250.00	9,250.00	10,000.00	10,000.00
FY 21 based on 16 permits. FY 22 based on 15 permits with increase in application fees							
<b>2006 Health Inspection and Fees</b>	9,000.00	11,000.00	11,500.00	12,075.00	12,678.75	13,312.69	13,978.32
Based on 38 permits with increase in application fees							
<b>2008 Signs Permit and Fees</b>	2,000.00	2,400.00	4,250.00	4,462.50	4,685.63	4,919.91	5,165.90
FY 21 based on 36 permits. FY 22 based on 36 permits, with increase in application fees							
<b>3000 Administrative Fees</b>	2,500.00	2,500.00	2,000.00	2,500.00	2,500.00	2,500.00	2,500.00
<b>3001 Un-Permitted Tree Kill Fine</b>		1,232.00	-	0.00	0.00	0.00	0.00
Misc Permit Fees, Tree- Mitigation/Unpermitted Kills							
<b>3004 MDD Contribution</b>	240,000.00	240,000.00	24,363.00	25,581.15	26,860.21	28,203.22	29,613.38
FY 21 Transferred for Street, FY 22 Reimbursement of administrative/staff/equipment expenses							
<b>3006 Interest Income</b>	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00
<b>3009 NEMC Personnel Reimbursement</b>	105,000.00	105,000.00	-	0.00	0.00	0.00	0.00

FY 21 Salary, Taxes, TMRS, Health Insurance; None in FY22 due to absorbing court								
<b>3011 NEPD Personnel Reimbursement</b>	13,500.00	13,500.00	-	0.00	0.00	0.00	0.00	
FY21 NEPD Staff Reimbursements for Accounting Services; none in FY22								
<b>3014 Credit Card Processing Fee</b>	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Pass through account for PayPal - Credit Card Processing Fee of 3.24%								
<b>4100 Court Receipts, Fines</b>		-	205,000.00	215,000.00	220,000.00	225,000.00	230,000.00	
estimate 60% of current collections								
<b>4115 Administration Fee</b>		0.00	-	0.00	0.00	0.00	0.00	0.00
From NEMC, to be removed								
<b>4200 Security</b>		0.00	-	0.00	0.00	0.00	0.00	0.00
Restricted court fund, to be moved to separate fund								
<b>4210 Technology</b>		0.00	-	0.00	0.00	0.00	0.00	0.00
Restricted court fund, to be moved to separate fund								
<b>4400 Court Interest</b>		0.00	-	0.00	0.00	0.00	0.00	0.00
From NEMC, to be removed								
<b>Total Income</b>	<b>\$ 2,833,000.00</b>	<b>3,509,132.00</b>	<b>3,564,315.00</b>	<b>3,800,076.75</b>	<b>3,845,884.21</b>	<b>3,962,359.35</b>	<b>4,091,760.37</b>	
<b>Expenses</b>								
<b>6001 Accounting and Auditing Fees</b>	4,500.00	4,500.00	7,500.00	7,500.00	8,000.00	8,000.00	8,500.00	
Audit Fee								
<b>6002 Advertising and Promotion</b>	1,000.00	1,500.00	12,000.00	12,000.00	14,000.00	14,000.00	16,000.00	
Volunteer Appreciation Event \$4,000, quarterly mailers (\$2,000/quarter)								
<b>6004 Software</b>	25,000.00	53,000.00	27,000.00	29,160.00	31,492.80	34,012.22	36,733.20	
General Software expense \$25,000; New Finance Software FY 21 Budget Amendment \$28K; FY22 8% increase								
<b>6006 Codification Services</b>	1,000.00	1,825.00	2,000.00	2,200.00	2,400.00	2,400.00	2,600.00	
Franklin Legal Publishing - Ordinance Updates on Web Page - Based on # of ordinances adopted								
<b>6008 Election Costs</b>	14,000.00	8,400.00	8,000.00	8,400.00	8,400.00	8,400.00	8,400.00	
Fees to Denton County for Election Services/Costs, based on 1 election if FY22								
<b>6010 TML Insurance</b>	7,500.00	7,500.00	8,500.00	8,750.00	9,000.00	9,000.00	9,250.00	
Liability Insurance for Town Hall/PD, Storage, Park Pavilion; coverage increased mid-FY21 from \$500K/\$1M to \$1M/\$2M GL								
<b>6012 Legal Fees</b>	12,000.00	40,000.00	48,000.00	50,000.00	52,000.00	54,000.00	56,000.00	
<b>6014 Office Expenses</b>	10,000.00	10,000.00	8,000.00	8,000.00	8,500.00	8,500.00	9,000.00	
Office Supplies and Small Equipment (FY21 incl cleaning)								
<b>6016 Public Notices/Dues</b>	1,000.00	1,000.00	1,200.00	1,200.00	1,250.00	1,250.00	1,300.00	
Fees for Publishing Legal Notices/Dues in the Paper								
<b>6018 Repair and Maintenance</b>	20,000.00	18,000.00	-	0.00	0.00	0.00	0.00	
Repair/Maintenance of Town Hall: Mowing, Weedeating, etc								
<b>6020 Vehicles Maintenance - Admin</b>	2,000.00	2,200.00	2,300.00	2,400.00	2,400.00	2,500.00	2,500.00	
Inspection Report/Registration/Tires/Oil Change/Etc								
<b>6022 Training</b>	5,000.00	5,000.00	12,000.00	12,500.00	12,500.00	13,000.00	12,000.00	

Training/Travel Expenses for Staff Continuing Education \$6,000; Team Building; Council Training/TML \$4,000								
<b>60XX Lease &amp; CAM Payments - Town Hall</b>		13,100.00	41,500.00	42,000.00	43,000.00	44,000.00	45,000.00	
<b>6024 Utilities</b>	19,000.00	18,000.00	6,600.00	6,600.00	6,800.00	6,800.00	7,000.00	
FY 21 Water, Electric, Internet and Phone Payments; FY22 Internet & Phone								
<b>6028 Lovetts 380 Agreement</b>	85,451.00	0.00	-	0.00	0.00	0.00	0.00	
Walmart Development - Portion of Sales Tax Generated is Paid Back to the Developer per the Agreement								
<b>6030 Paypal Charge</b>	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	
Pass through account for PayPal - Credit Card Processing Fee of 3.24%								
<b>6020 Audit (Court)</b>		0.00	-	0.00	0.00	0.00	0.00	
From NEMC, to be removed								
<b>6040 Court Staff Reimbursement</b>		0.00	-	0.00	0.00	0.00	0.00	
From NEMC, to be removed								
<b>6070 Judge</b>		0.00	-	0.00	0.00	0.00	0.00	
included in staff wages								
<b>6100 Prosecutor</b>		0.00	16,000.00	17,500.00	19,000.00	19,000.00	20,000.00	
<b>6120 Court Supplies</b>		0.00	6,000.00	6,250.00	6,500.00	6,500.00	7,000.00	
Office supplies, officer handouts, ticket writer paper								
<b>6130 Technology/Security</b>		0.00	-	0.00	0.00	0.00	0.00	
Restricted court fund, to be moved to separate funds								
<b>6140 Training</b>		0.00	500.00	500.00	650.00	650.00	700.00	
Court Employee/Bailiff								
<b>6080 Jury</b>		0.00	500.00	500.00	500.00	500.00	500.00	
<b>6150 Interpreter</b>		0.00	750.00	750.00	800.00	800.00	900.00	
<b>6095 Arrest/Jail Fees</b>		0.00	1,250.00	1,500.00	1,750.00	1,750.00	2,000.00	
<b>7000 Police Department Services</b>	982,644.00	982,644.00	-	0.00	0.00	0.00	0.00	
Monthly Contributions to the Northeast Police Department								
<b>7002 Interlocal Ambulance</b>	27,830.00	27,830.00	27,830.00	29,221.50	30,682.58	32,216.70	33,827.54	
Aubrey Area Ambulance - Emergency Ambulance Services; waiting on est, FY23 5% increase								
<b>7004 Interlocal Fire</b>	425,000.00	425,000.00	425,000.00	446,250.00	468,562.50	491,990.63	516,590.16	
City of Aubrey for Emergency Fire Services; FY22 no change, FY 23 expecting 5% increase								
<b>8000 A Park Maintenance</b>	10,000.00	10,000.00	12,500.00	15,000.00	15,000.00	20,000.00	20,000.00	
Park Board Req \$10K, Staff recommends \$12,500								
<b>8002 Park Events</b>	5,000.00	5,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	
Funds for Park Events - Town Clean Up, Farmers Market; Park Board Requested \$20,000 for events for FY22, MDD will fund special requests, not regular requests, Staff Rec \$15K and encourage sponsorship								
<b>8004 Park Improvement Fund</b>	5,000.00	5,000.00	-	0.00	0.00	0.00	0.00	

Funds to Improve, Add, or Repair Town Park Assets or Infrastructure; (Create Transfer Out for FY 22)								
<b>8006 Carelite Services</b>	2,500.00	2,500.00	2,575.00	2,652.25	2,731.82	2,813.77	2,898.19	
Benefit offered to Citizens at no cost for Carelite Insurance (\$11 per household) 3.5% increase each year								
<b>8007 Capital Additions</b>	15,000.00	136,500.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	
FY 21 General \$15K, FY 21 Amendments: Remodel Town Hall \$10K, Furniture \$15K, Opticom \$39K, Networking New Building \$17,500 hardware & labor, \$40K for desktops/laptops/monitors								
<b>8008 City of Aubrey Library Fund</b>	21,500.00	21,500.00	21,500.00	22,000.00	22,500.00	23,000.00	23,500.00	
Funds to City of Aubrey for Library Services/Contributions to the Aubrey Area Library								
<b>8500 Street Materials and Signs</b>	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	
Funds to Purchase Street Materials for Repair and Signs								
<b>8502 Street and Row Cleanup</b>	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	
Funds to Mow, Weed Eat, Pick Up Trash and Cut Limbs on Streets/ROW								
<b>8504 Street Contract/Repairs - Transfer to Road Improvements</b>	458,000.00	458,000.00	393,422.56	386,287.28	400,019.97	405,335.85	429,343.05	
Transfer to Road Improvement Fund (minimum of .1429 of Sales Tax Revenue (.25/1.75)								
<b>9000 Engineering Services</b>	75,000.00	75,000.00	60,000.00	60,000.00	60,000.00	65,000.00	65,000.00	
Engineering for General Projects (Not Capital Road Repairs								
<b>9002 Res &amp; Com Building Review &amp; Insp.</b>	9,000.00	9,000.00	65,000.00	167,400.00	148,500.00	164,700.00	148,500.00	
Fees Paid for Fire Inspections/Cover Rodney on Vacation/Proposed 3rd Party Inspections last quarter FY22 (paid for through permit fees)								
<b>9004 Other Professional Services</b>	1,500.00	84,000.00	40,000.00	40,000.00	40,000.00	42,500.00	42,500.00	
FY 21 Fees Paid to SGR for Interim Town Administrator (KG through 6/8 +\$10,000 placement fee +\$10,000 PD Services +\$2,500 add'l services related to Chief Search). \$10K for Finance Consulting for software and projects; FY 22 \$10K for Finance Consultant; \$20K Misc								
<b>9006 Code Enforcement Services</b>	2,000.00	2,000.00	2,000.00	2,300.00	2,300.00	2,500.00	2,500.00	
Fees Paid for Code Enforcement Officer Inspections								
<b>9008 Sanitarian Services</b>	5,000.00	5,000.00	6,000.00	6,000.00	6,500.00	6,500.00	7,000.00	
Fees Paid to John Glover for Health Inspections (Paid for through permit fees)								
<b>9010 Animal Control</b>	13,800.00	13,800.00	14,500.00	14,500.00	15,500.00	15,500.00	16,500.00	
All American Dogs for Animal Control Services								
<b>9506 Admin Employee Health Benefits/Wellness</b>	36,500.00	38,000.00	48,500.00	51,895.00	55,527.65	59,414.59	63,573.61	
Estimate 5% increase 1/1/22								
<b>9502 Admin Taxes</b>	35,000.00	34,000.00	34,000.00	33,660.00	35,709.89	36,781.19	37,884.63	
FY 21 Payroll Taxes only 7.65%; FY 22 Payroll and SS								
<b>9504 Admin Wages</b>	415,000.00	422,000.00	440,000.00	453,200.00	466,796.00	480,799.88	495,223.88	
Includes All Staff & Judge; Hiring Permit Tech 7/15/21								
<b>95XX Overtime</b>			500.00	500.00	600.00	600.00	700.00	
<b>9500 Admin Retirement - TMRS</b>	31,275.00	32,000.00	33,500.00	34,669.80	35,709.89	36,781.19	37,884.63	
Retirement Plan 7.6%								
<b>P-8025 Drug Test</b>	0.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,750.00	\$ 2,750.00	\$ 3,000.00	

<b>P-8050 Uniforms</b>	0.00	\$ 13,500.00	\$ 7,200.00	\$ 7,200.00	\$ 7,200.00	\$ 7,200.00	\$ 7,200.00
FY21 \$750/officer for uniform & \$750/officer body armor, does not include weapons (capital purchase); FY 22 \$800/officer							
<b>P-8065 Ammunition</b>	0.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,750.00	\$ 1,750.00	\$ 2,000.00
<b>P-8067 Evidence Supplies</b>	0.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,500.00
<b>P-8070 Office Supplies</b>	0.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00
<b>P-8075 Postage</b>	0.00	\$ 200.00	\$ 1,250.00	\$ 1,250.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
<b>P-8094 Office Equip - Rental</b>	0.00	\$ 600.00	\$ 2,650.00	\$ 2,650.00	\$ 2,650.00	\$ 2,800.00	\$ 2,800.00
<b>P-8095 IT Support - Police</b>	0.00	\$ 12,000.00	\$ 22,500.00	\$ 23,362.50	\$ 24,063.38	\$ 24,785.28	\$ 25,528.83
<b>P-8130 Training / Travel</b>	0.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 11,500.00	\$ 11,500.00	\$ 13,000.00
<b>P-8140 Dues &amp; Subscriptions</b>	0.00	\$ 1,500.00	\$ 1,500.00	\$ 1,575.00	\$ 1,600.00	\$ 1,600.00	\$ 1,650.00
<b>P-8160 Audit Services</b>	0.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
<b>P-8200 Seizures - Expense</b>	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer to Seizure Fund							
<b>P-8300 Legal</b>	0.00	\$ 5,000.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00
<b>P-8410 National Night Out</b>	0.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00
<b>P-8076 Landscaping</b>	0.00	\$ 300.00	\$ 2,000.00	\$ 2,100.00	\$ 2,100.00	\$ 2,250.00	\$ 2,250.00
<b>P-8152 Electricity</b>	0.00	\$ 400.00	\$ 2,100.00	\$ 2,200.00	\$ 2,250.00	\$ 2,300.00	\$ 2,350.00
<b>P-8153 Water</b>	0.00	\$ 70.00	\$ 350.00	\$ 367.50	\$ 385.00	\$ 385.00	\$ 400.00
<b>P-8155 Bldg Maint/Cleaning</b>	0.00	\$ 150.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 19,500.00	\$ 19,500.00
<b>P-8110 Telephone (cell phone)</b>	0.00	\$ 1,875.00	\$ 13,000.00	\$ 13,650.00	\$ 13,650.00	\$ 13,650.00	\$ 13,650.00
<b>P-8154 DCSO - Dispatch Fees</b>	0.00	\$ 10,000.00	\$ 5,500.00	\$ 6,750.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
FY22: ~\$600/officer/year							
<b>P-8170 Software/Upgrade/Maint.</b>	0.00	\$ 25,000.00	\$ 12,000.00	\$ 17,500.00	\$ 18,375.00	\$ 19,293.75	\$ 20,258.44
<b>P-8005 Payroll Holiday</b>	0.00	\$ 3,400.00	\$ 35,000.00	\$ 36,050.00	\$ 37,131.50	\$ 38,245.45	\$ 39,392.81
<b>P-8006 Payroll Overtime</b>	0.00	\$ 1,000.00	\$ 8,000.00	\$ 8,240.00	\$ 8,487.20	\$ 8,741.82	\$ 9,004.07
<b>P-8010 Officer Wages</b>	0.00	\$ 99,952.67	\$ 776,140.58	\$ 799,424.80	\$ 823,407.54	\$ 848,109.77	\$ 873,553.06



<b>P-8015 Workers Comp</b>	0.00	\$ 3,965.40	\$ 29,500.00	\$ 31,177.57	\$ 32,112.89	\$ 33,076.28	\$ 34,068.57
~3.8%							
<b>P-8020 Payroll Taxes SS/Med</b>	0.00	\$ 7,982.98	\$ 59,500.00	\$ 61,156.00	\$ 62,990.68	\$ 64,880.40	\$ 66,826.81
~7.65%							
<b>P-8030 Quickbooks Payroll Fee</b>	0.00	\$ 1,900.00	\$ 1,900.00	\$ 1,950.00	\$ 1,950.00	\$ 2,000.00	\$ 2,000.00
<b>P-8035 TMRS</b>	0.00	\$ 7,857.76	\$ 58,986.68	\$ 61,156.00	\$ 62,990.68	\$ 64,880.40	\$ 66,826.81
~7.65%							
<b>P-8040 Medical Ins. (All Insurance)</b>	0.00	\$ 7,500.00	\$ 92,500.00	\$ 101,750.00	\$ 111,925.00	\$ 123,117.50	\$ 135,429.25
10% increase each year							
<b>P-8041 Longevity</b>	0.00	\$ 7,500.00	\$ 10,500.00	\$ 11,025.00	\$ 11,576.25	\$ 12,155.06	\$ 12,762.82
<b>P-8042 Shift Differential Pay 6p-6a/Speciality</b>	0.00	\$ 150.00	\$ 6,000.00	\$ 6,180.00	\$ 6,365.40	\$ 6,556.36	\$ 6,753.05
<b>P-8045 Liability</b>	0.00	\$ 3,000.00	\$ 20,000.00	\$ 20,400.00	\$ 20,808.00	\$ 21,224.16	\$ 21,648.64
<b>P-8085 Gas</b>	0.00	\$ 3,500.00	\$ 18,000.00	\$ 19,800.00	\$ 20,394.00	\$ 21,005.82	\$ 21,635.99
<b>P-8090 Vehicle Maintenance</b>	0.00	\$ 7,500.00	\$ 12,000.00	\$ 13,200.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00
<b>Total Operating Expenses</b>		\$ 2,833,000.00	\$ 3,022,799.00	\$ 3,158,504.82	\$ 3,358,360.19	\$ 3,459,745.61	\$ 3,595,003.06
<b>Less Expenses for Decision Packages</b>			\$ 87,250.00	\$ 142,500.00	\$ 205,450.00	\$ 279,865.00	\$ 367,408.50
<b>Balance</b>	\$ 0.00	\$ 486,333.00	\$ 318,560.18	\$ 299,216.56	\$ 180,688.59	\$ 87,491.29	\$ 11,553.85
Transfer Out to Vehicle Replacement Fund	20%		\$ 150,000.00	\$ 59,843.31	\$ 36,137.72	\$ 17,498.26	\$ 2,310.77
Transfer Out to Public Safety Building Fund	0%		\$ -	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Transfer Out to Park Improvement Fund	15%		\$ 65,000.00	\$ 44,882.48	\$ 27,103.29	\$ 13,123.69	\$ 1,733.08
Transfer Out to Road Improvement Fund	45%	\$ 150,000.00	\$ 120,000.00	\$ 134,647.45	\$ 81,309.87	\$ 39,371.08	\$ 5,199.23
Transfer Out to Capital Improvement Fund	20%	\$ -	\$ 115,000.00	\$ 59,843.31	\$ 36,137.72	\$ 17,498.26	\$ 2,310.77
<b>Other Income</b>							
<b>3500 PASS THROUGH INCOME</b>							
Other Income NEPD Disbandment			\$ 185,000.00				
Other Income NEMC Disbandment			\$ 150,000.00				
<b>Total Other Income</b>	\$ 0.00	\$ -	\$ 335,000.00	\$ -	\$ -	\$ -	\$ -
<b>Net Income</b>	\$ 0.00	\$ 336,333.00	\$ 203,560.18	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Beginning Balance</b>	\$ 661,012.00	\$ 661,012.00	\$ 997,345.00	\$ 1,200,905.18	\$ 1,200,905.18	\$ 1,200,905.18	\$ 1,200,905.18
<b>Ending Balance</b>	\$ 661,012.00	\$ 997,345.00	\$ 1,200,905.18	\$ 1,200,905.18	\$ 1,200,905.18	\$ 1,200,905.18	\$ 1,200,905.18
<b>% Reserve</b>	23%	33%	38%	36%	35%	33%	32%
<b>Days of Reserve</b>	85	120	139	131	127	122	118

Decision Package	FY22	Included in budget?	FY23	Included in budget?	FY24	Included in budget?	FY25	Included in budget?	FY 26	Included in budget?	
A	Contract for Inspections w/ Oak Hill Ph 2 (will be covered by permit fees and free up Building Official time for additional staff duties)	\$ 65,000	Y	\$ 167,400	Y	\$ 148,500	Y	\$ 164,700	Y	\$ 148,500	Y
B	Finance Consultant	\$ 10,000	Y	\$ 10,000	Y	\$ 10,000	Y	\$ 10,000	Y	\$ 10,000	Y
C	Grant Writer	\$30,000	N	\$ 30,000	N	\$ 30,000	N	\$ 30,000	N	\$ 30,000	N
D	Investigator Position 4/1	\$ 57,250	N	\$ 112,500	N	\$ 123,750	N	\$ 136,125	N	\$ 149,738	N
E	New Officer FY 24 4/1				N	\$ 51,700.00	N	\$ 113,740.00	N	\$ 125,114.00	N
F	New Officer FY 26 4/1						N		N	\$ 62,557.00	N
G							N		N		N
H											

Included in Budget \$ 75,000 \$ 177,400 \$ 158,500.00 \$ 174,700.00 \$ 158,500.00

Not Included in Budget \$87,250 \$142,500.00 \$ 205,450.00 \$ 279,865.00 \$ 367,408.50

Chief  
2 Sgts  
Investigator  
6 Officers  
1 Admin

Chief  
2 Sgts  
Investigator  
7 Officers  
1 Admin

Chief  
2 Sgts  
Investigator  
7 Officers  
1 Admin

Chief  
2 Sgts  
Investigator  
7 Officers  
1 Admin

Chief  
2 Sgts  
Investigator  
8 Officers  
1 Admin

Sworn 10 10 11 11 12

SALES TAX ESTIMATES

	FY21				FY22				FY23		
	2020Q4	2021Q1	2021Q2	2021Q3	2021Q4	2022Q1	2022Q2	2022Q3	2022Q4	2023Q1	2023Q2
Forecast	\$ 672,240	\$ 718,314	\$ 694,964	\$ 744,477	\$ 746,676	\$ 792,750	\$ 769,400	\$ 818,913	\$ 821,112	\$ 867,186	\$ 843,835
Optimistic 1	\$ 717,282	\$ 782,013	\$ 772,978	\$ 834,560	\$ 847,392	\$ 903,079	\$ 888,568	\$ 946,309	\$ 956,236	\$1,009,619	\$ 993,221
Optimistic 2	\$ 741,125	\$ 815,732	\$ 814,246	\$ 882,246	\$ 900,707	\$ 961,483	\$ 951,652	\$1,013,748	\$1,027,766	\$1,085,019	\$1,072,300
Pessimistic 1	\$ 627,199	\$ 654,616	\$ 616,950	\$ 654,394	\$ 645,961	\$ 682,422	\$ 650,232	\$ 691,517	\$ 685,988	\$ 724,753	\$ 694,450
Pessimistic 2	\$ 603,356	\$ 620,897	\$ 575,652	\$ 606,707	\$ 592,645	\$ 624,018	\$ 587,148	\$ 624,077	\$ 614,458	\$ 649,353	\$ 615,371
Actual	\$ 634,768	\$ 704,175	\$ 677,715								
Estimate					\$ 645,961	\$ 682,422	\$ 650,232	\$ 691,517	\$ 660,000	\$ 725,000	\$ 655,000
<b>Misc</b>											
% of collections (US380)									0.92	0.92	0.92
					8500	14000	12000	12000	16000	20000	18000
						12000	10000	10000	10000	12000	10000
								4500	6000	8000	6000
										15000	15000
Estimate					\$ 654,461	\$ 708,422	\$ 672,232	\$ 718,017	\$ 639,200	\$ 722,000	\$ 651,600
BUDGETED								\$2,753,132			

SALES TAX ESTIMATES

		FY24				FY25				FY26		
2023Q3	2023Q4	2024Q1	2024Q2	2024Q3	2024Q4	2025Q1	2025Q2	2025Q3	2025Q4	2026Q1	2026Q2	2026Q3
\$ 893,348	\$ 895,548											
\$1,049,376	\$ 1,057,946											
\$1,131,972	\$ 1,143,915											
\$ 737,321	\$ 733,149											
\$ 654,180	\$ 647,180											
\$ 695,000	\$ 700,000	\$ 725,000	\$ 695,000	\$ 695,000	\$ 690,000	\$ 715,000	\$ 695,000	\$ 695,000	\$690,000	\$715,000	\$695,000	\$ 695,000
0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	1	1	1	1	1
18000	16000	20000	18000	18000	16000	20000	18000	18000	16000	20000	18000	18000
12000	10000	12000	10000	12000	10000	12000	10000	12000	10000	12000	10000	12000
6000	6000	8000	6000	6000	6000	8000	6000	6000	6000	8000	6000	6000
15000	15000	22500	15000	15000	15000	22500	15000	15000	15000	22500	15000	15000
\$ 690,400	\$ 691,000	\$ 729,500	\$ 688,400	\$ 690,400	\$ 681,800	\$ 720,300	\$ 688,400	\$ 746,000	\$737,000	\$777,500	\$744,000	\$ 746,000
\$2,703,200				\$ 2,799,300				\$ 2,836,500				\$ 3,004,500

CAPITAL IMPROVEMENT FUND									
	FY 20	FY 21	Y-T-D	FY 22	FY 2023	FY 2024	FY 2025	FY 2026	
	ACTUAL	BUDGET	6/30/21	PROPOSED	FORECAST	FORECAST	FORECAST	FORECAST	
REVENUE									
Developer Contributions									
Interest Income									
Transfers In				115,000.00	59,843.31	36,137.72	17,498.26	2,310.77	
<b>TOTAL REVENUE</b>				<b>115,000.00</b>	<b>59,843.31</b>	<b>36,137.72</b>	<b>17,498.26</b>	<b>2,310.77</b>	
EXPENDITURES									
Other Professional Services									
Capital Projects									
Transfers Out									
<b>TOTAL EXPENDITURES</b>				<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>TOTAL REVENUES LESS EXPENDITURES</b>				<b>115,000.00</b>	<b>59,843.31</b>	<b>36,137.72</b>	<b>17,498.26</b>	<b>2,310.77</b>	
<b>BEGINNING FUND BALANCE</b>				<b>-</b>	<b>115,000.00</b>	<b>174,843.31</b>	<b>210,981.03</b>	<b>228,479.29</b>	
<b>ENDING FUND BALANCE</b>				<b>-</b>	<b>115,000.00</b>	<b>174,843.31</b>	<b>210,981.03</b>	<b>228,479.29</b>	<b>230,790.06</b>
Project List:									

PUBLIC SAFETY BUILDING									
	FY 20	FY 21	Y-T-D	FY 22	FY 2023	FY 2024	FY 2025	FY 2026	
	ACTUAL	AMEND BUDGET	6/30/21	PROPOSED	FORECAST	FORECAST	FORECAST	FORECAST	
<b>REVENUE</b>									
Developer Contributions									
Interest Income		3,000.00		1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Transfers In		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL REVENUE</b>		3,000.00	-	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
<b>EXPENDITURES</b>									
Other Professional Services		-		-	-	-	-	-	-
Capital Projects		-		-	-	-	-	-	-
Transfers Out		-		-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>		-		-	-	-	-	-	-
<b>TOTAL REVENUES LESS EXPENDITURES</b>		3,000.00		1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
<b>BEGINNING FUND BALANCE</b>	426,000.00	681,417.15		684,417.15	685,917.15	687,417.15	688,917.15	690,417.15	
<b>ENDING FUND BALANCE</b>	681,417.15	684,417.15		685,917.15	687,417.15	688,917.15	690,417.15	691,917.15	
<b>Project List:</b>									

ROAD IMPROVEMENT FUND									
	FY 20	FY 21	Y-T-D	FY 22	FY 2023	FY 2024	FY 2025	FY 2026	
	ACTUAL	AMEND BUDGET	6/30/21	PROPOSED	FORECAST	FORECAST	FORECAST	FORECAST	
<b>REVENUE</b>									
Developer Contributions									
Outside Contributions (County Bond?)									
Regular Contribution from GF (equiv to at least .25% sales tax)		108,000.00		393,422.56	386,287.28	400,019.97	405,335.85	429,343.05	
Interest Income				1,000.00	1,500.00	1,500.00	1,500.00	1,500.00	
Transfers In from Excess Fund Balance		\$ 150,000.00		120,000.00	134,647.45	81,309.87	39,371.08	5,199.23	
<b>TOTAL REVENUE</b>		<b>258,000.00</b>	<b>-</b>	<b>514,422.56</b>	<b>522,434.73</b>	<b>482,829.84</b>	<b>446,206.93</b>	<b>436,042.28</b>	
<b>EXPENDITURES</b>									
Other Professional Services				50,000.00	60,000.00	65,000.00	65,000.00	75,000.00	
Capital Projects				485,000.00	450,000.00	450,000.00	450,000.00	450,000.00	
Transfers Out									
<b>TOTAL EXPENDITURES</b>		<b>-</b>		<b>535,000.00</b>	<b>510,000.00</b>	<b>515,000.00</b>	<b>515,000.00</b>	<b>525,000.00</b>	
<b>TOTAL REVENUES LESS EXPENDITURES</b>		<b>258,000.00</b>		<b>(20,577.44)</b>	<b>12,434.73</b>	<b>(32,170.16)</b>	<b>(68,793.07)</b>	<b>(88,957.72)</b>	
<b>BEGINNING FUND BALANCE</b>		<b>217,201.03</b>		<b>475,201.03</b>	<b>454,623.59</b>	<b>467,058.33</b>	<b>434,888.16</b>	<b>366,095.09</b>	
<b>ENDING FUND BALANCE</b>	<b>217,201.03</b>	<b>475,201.03</b>		<b>454,623.59</b>	<b>467,058.33</b>	<b>434,888.16</b>	<b>366,095.09</b>	<b>277,137.37</b>	
<b>Project List:</b>									

LEGAL CONTINGENCY FUND									
	FY 20	FY 21	Y-T-D	FY 22	FY 2023	FY 2024	FY 2025	FY 2026	
	ACTUAL	BUDGET	6/30/21	PROPOSED	FORECAST	FORECAST	FORECAST	FORECAST	
<b>REVENUE</b>									
Interest Income		1,200.00		1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00
Transfers In									
<b>TOTAL REVENUE</b>		1,200.00	-	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00
<b>EXPENDITURES</b>									
Other Professional Services									
Transfers Out									
<b>TOTAL EXPENDITURES</b>		-		-	-	-	-	-	-
<b>TOTAL REVENUES LESS EXPENDITURES</b>		1,200.00		1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00
<b>BEGINNING FUND BALANCE</b>		253,702.67		254,902.67	256,102.67	257,302.67	258,502.67	259,702.67	
<b>ENDING FUND BALANCE</b>	253,702.67	254,902.67		256,102.67	257,302.67	258,502.67	259,702.67	260,902.67	



COVID									
	FY 20	FY 21	Y-T-D	FY 22	FY 2023	FY 2024	FY 2025	FY 2026	
	ACTUAL	AMEND BUDGET	6/30/21	PROPOSED	FORECAST	FORECAST	FORECAST	FORECAST	
<b>REVENUE</b>									
Grant Revenue		111,000.00	A	187,821.75	B	187,821.75	B		
Interest Income		50.00		50.00		75.00		75.00	75.00
Transfers In		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00
<b>TOTAL REVENUE</b>		<b>111,050.00</b>	<b>-</b>	<b>187,871.75</b>		<b>187,896.75</b>		<b>75.00</b>	<b>75.00</b>
<b>EXPENDITURES</b>									
Other Professional Services		-		-		-		-	-
Grant Expenses		120,000.00							
Capital Projects		-		-		-		-	-
		-		-		-		-	-
<b>TOTAL EXPENDITURES</b>		<b>120,000.00</b>		<b>-</b>		<b>-</b>		<b>-</b>	<b>-</b>
<b>TOTAL REVENUES LESS EXPENDITURES</b>		<b>(8,950.00)</b>		<b>187,871.75</b>		<b>187,896.75</b>		<b>75.00</b>	<b>75.00</b>
<b>BEGINNING FUND BALANCE</b>		<b>9,823.48</b>		<b>873.48</b>		<b>188,745.23</b>		<b>376,641.98</b>	<b>376,716.98</b>
<b>ENDING FUND BALANCE</b>	<b>9,823.48</b>	<b>873.48</b>		<b>188,745.23</b>		<b>376,641.98</b>		<b>376,716.98</b>	<b>376,791.98</b>
<b>Project List:</b>									
A. Cares Funds from County									
B. Coronavirus Local Fiscal Recovery Fund									

POLICE DONATIONS FUND										
	FY 20	FY 21	Y-T-D	Transfer from	FY 22	FY 2023	FY 2024	FY 2025	FY 2026	
	ACTUAL	BUDGET	6/30/21	NEPD	PROPOSED	FORECAST	FORECAST	FORECAST	FORECAST	
<b>REVENUE</b>										
Interest Income				700.00	-	50.00	50.00	50.00	50.00	
Police Donations				-	2,500.00	A 2,500.00	2,500.00	2,500.00	2,500.00	
Other Grants				-	-	-	-	-	-	
<b>TOTAL REVENUE</b>				<b>700.00</b>	<b>2,500.00</b>	<b>2,550.00</b>	<b>2,550.00</b>	<b>2,550.00</b>	<b>2,550.00</b>	
<b>EXPENDITURES</b>										
Other Supplies				-	-	-	-	-	-	
Donated Police Expenditures				-	1,500.00	B 1,500.00	1,500.00	1,500.00	1,500.00	
Donated K9 Expenditures				-	-	-	-	-	-	
Other Grant Expenditures				-	-	-	-	-	-	
Equipment Major				-	-	-	-	-	-	
<b>TOTAL EXPENDITURES</b>				<b>-</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	
<b>TOTAL REVENUES LESS EXPENDITURES</b>				<b>700.00</b>	<b>1,000.00</b>	<b>1,050.00</b>	<b>1,050.00</b>	<b>1,050.00</b>	<b>1,050.00</b>	
<b>BEGINNING FUND BALANCE</b>				<b>-</b>	<b>700.00</b>	<b>1,700.00</b>	<b>2,750.00</b>	<b>3,800.00</b>	<b>4,850.00</b>	
<b>ENDING FUND BALANCE</b>				<b>700.00</b>	<b>1,700.00</b>	<b>2,750.00</b>	<b>3,800.00</b>	<b>4,850.00</b>	<b>5,900.00</b>	
Notes & Explanations:										
A. Child Safety Fee	2,500.00									
B. Children's Advocacy Center contribution	1,500.00									
Undesignated - crosswalks, child safety project	-									

POLICE SEIZURE FUND										
	FY 20	FY 21	Y-T-D	Transfer from	FY 22	FY 2023	FY 2024	FY 2025	FY 2026	
	ACTUAL	BUDGET	6/30/21	NEPD	PROPOSED	FORECAST	FORECAST	FORECAST	FORECAST	
<b>REVENUE</b>										
Seized Funds	-	-	-	8,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	
Interest Income	-	-	-	-	25.00	25.00	25.00	25.00	25.00	
<b>TOTAL REVENUE</b>	-	-	-	8,000.00	1,025.00	1,025.00	1,025.00	1,025.00	1,025.00	
<b>EXPENDITURES</b>										
Seized Funds Expenditures	-	-	-	-	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	
<b>TOTAL EXPENDITURES</b>	-	-	-	-	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	
<b>TOTAL REVENUES LESS EXPENDITURES</b>	-	-	-	8,000.00	25.00	25.00	25.00	25.00	25.00	
<b>BEGINNING FUND BALANCE</b>	-	-		-	8,000.00	8,025.00	8,050.00	8,075.00	8,050.00	
<b>ENDING FUND BALANCE</b>	-	-		8,000.00	8,025.00	8,050.00	8,075.00	8,100.00	8,075.00	
Fund established by Chapter 59, Code of Criminal Procedure										

Law Enforcement Officer Standards & Education Fund										
	FY 20	FY 21	Y-T-D	Transfer from	FY 22	FY 2023	FY 2024	FY 2025	FY 2026	
	ACTUAL	BUDGET	6/30/21	NEPD	PROPOSED	FORECAST	FORECAST	FORECAST	FORECAST	
REVENUE										
State LEOSE Funds										
Interest income										
TOTAL REVENUE										
EXPENDITURES										
Salaries other										
Training										
TOTAL EXPENDITURES										
TOTAL REVENUES LESS EXPENDITURES										
BEGINNING FUND BALANCE										
ENDING FUND BALANCE										
Notes & Explanations:										

PARK IMPROVEMENT FUND									
	FY 20	FY 21	Y-T-D	FY 22	FY 2023	FY 2024	FY 2025	FY 2026	
	ACTUAL	BUDGET	6/30/21	PROPOSED	FORECAST	FORECAST	FORECAST	FORECAST	
<b>REVENUE</b>									
Unpermitted Tree Kill			23,025.00						
Donations									
Grant Revenue									
Interest Income				20.00	100.00	250.00	300.00	300.00	
Transfers In				65,000.00	44,882.48	27,103.29	13,123.69	1,733.08	
<b>TOTAL REVENUE</b>			<b>23,025.00</b>	<b>65,020.00</b>	<b>44,982.48</b>	<b>27,353.29</b>	<b>13,423.69</b>	<b>2,033.08</b>	
<b>EXPENDITURES</b>									
Other Professional Services									
Capital Projects									
Transfers Out									
<b>TOTAL EXPENDITURES</b>			<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>TOTAL REVENUES LESS EXPENDITURES</b>			<b>23,025.00</b>	<b>65,020.00</b>	<b>44,982.48</b>	<b>27,353.29</b>	<b>13,423.69</b>	<b>2,033.08</b>	
<b>BEGINNING FUND BALANCE</b>				<b>23,025.00</b>	<b>88,045.00</b>	<b>133,027.48</b>	<b>160,380.77</b>	<b>173,804.47</b>	
<b>ENDING FUND BALANCE</b>			<b>23,025.00</b>	<b>88,045.00</b>	<b>133,027.48</b>	<b>160,380.77</b>	<b>173,804.47</b>	<b>175,837.54</b>	



COURT TECHNOLOGY FUND										
	FY 20	FY 21	Y-T-D	Transfer from	FY 22	FY 2023	FY 2024	FY 2025	FY 2026	
	ACTUAL	BUDGET	6/30/21	NEMC	PROPOSED	FORECAST	FORECAST	FORECAST	FORECAST	
<b>\$4 fee per violation</b>										
<b>REVENUE</b>										
Court Technology Revenue				14,250.00	6,600.00	7,392.00	7,761.60	8,149.68	8,557.16	
Interest income				-	50.00	50.00	50.00	75.00	75.00	
<b>TOTAL REVENUE</b>				<b>14,250.00</b>	<b>6,650.00</b>	<b>7,442.00</b>	<b>7,811.60</b>	<b>8,224.68</b>	<b>8,632.16</b>	
<b>EXPENDITURES</b>										
Court Technology					6,900.00	7,000.00	7,000.00	7,200.00	7,200.00	
Transfers Out					-	-	-	-	-	
<b>TOTAL EXPENDITURES</b>					<b>6,900.00</b>	<b>7,000.00</b>	<b>7,000.00</b>	<b>7,200.00</b>	<b>7,200.00</b>	
<b>TOTAL REVENUES LESS EXPENDITURES</b>				<b>14,250.00</b>	<b>(250.00)</b>	<b>442.00</b>	<b>811.60</b>	<b>1,024.68</b>	<b>1,432.16</b>	
<b>BEGINNING FUND BALANCE</b>				-	<b>14,250.00</b>	<b>14,000.00</b>	<b>14,442.00</b>	<b>15,253.60</b>	<b>16,278.28</b>	
<b>ENDING FUND BALANCE</b>				<b>14,250.00</b>	<b>14,000.00</b>	<b>14,442.00</b>	<b>15,253.60</b>	<b>16,278.28</b>	<b>17,710.44</b>	
<b>Notes &amp; Explanations:</b>										
FY22										
LTS Annual Maintenance	6,900.00									
On-line payment annual maintenance										
Cash printer maintenance										
Automated calling system (billed quarterly)										
Multifunction printer/scanner	6,900.00									

VEHICLE REPLACEMENT FUND									
	FY 20	FY 21	Y-T-D	FY 22	FY 2023	FY 2024	FY 2025	FY 2026	
	ACTUAL	BUDGET	6/30/21	PROPOSED	FORECAST	FORECAST	FORECAST	FORECAST	
REVENUE									
Insurance Proceeds									
Interest Income				250.00	100.00	150.00	150.00	200.00	
Transfers In				150,000.00	A 59,843.31	36,137.72	17,498.26	2,310.77	
<b>TOTAL REVENUE</b>				<b>150,250.00</b>	<b>59,943.31</b>	<b>36,287.72</b>	<b>17,648.26</b>	<b>2,510.77</b>	
EXPENDITURES									
Vehicle Purchase					75,000.00	77,250.00	79,567.50	81,954.53	
Transfers Out									
<b>TOTAL EXPENDITURES</b>				<b>-</b>	<b>75,000.00</b>	<b>77,250.00</b>	<b>79,567.50</b>	<b>81,954.53</b>	
<b>TOTAL REVENUES LESS EXPENDITURES</b>				<b>150,250.00</b>	<b>(15,056.69)</b>	<b>(40,962.28)</b>	<b>(61,919.24)</b>	<b>(79,443.76)</b>	
<b>BEGINNING FUND BALANCE</b>				<b>-</b>	<b>150,250.00</b>	<b>135,193.31</b>	<b>94,231.03</b>	<b>32,311.79</b>	
<b>ENDING FUND BALANCE</b>				<b>150,250.00</b>	<b>135,193.31</b>	<b>94,231.03</b>	<b>32,311.79</b>	<b>(47,131.97)</b>	
<b>Project List:</b>									
A. Transfer In from Proceeds of NEPD Building Sale									