



**NOTICE OF TOWN COUNCIL MEETING  
FOR THE TOWN OF CROSS ROADS  
TUESDAY, SEPTEMBER 7, 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/84415586168>**

**Meeting ID: 844 1558 6168  
One tap mobile  
+13462487799,,84415586168# US (Houston)**

1. Roll Call
2. Invocation – Pastor Jeff Kossack
3. Pledge of Allegiance – Mayor Pro Tem Dave Meek
4. Council Member Announcements and Updates.
5. Mayor Announcements and Updates.
6. 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.*
7. Updates; Discussion of Same.
  - Town Administrator Announcements and Updates – Kristi Gilbert
  - Financial Reports
  - Building Permits and Development
  - Law Enforcement – Presentation by Shaun Short
  - Parks and Recreation Board/Connectivity Committee/Municipal Development District

**CONSENT AGENDA**

8. Consider approval of meeting minutes
  - a. July 19, 2021
  - b. August 2, 2021
  - c. August 16, 2021
9. Consider approval of a resolution authorizing the execution of certain agreements related to the Cross Roads Municipal Court including a contract with McCreary, Veselka, Bragg & Allen for collection of delinquent Municipal Court Fines and Fees; The Payment Group for credit card payment processing services; and, the Texas Department of Public Safety for the Failure to Appear Program.

10. Consider approval of an Interlocal Agreement with the City of Frisco for a cooperative purchasing agreement and authorize the Town Administrator to execute the same.
11. Consider approval of an Interlocal Agreement with the Denton County for shared governance Communications and Dispatch Services System and a cooperative purchasing agreement and authorize the Police Chief to execute the same.
12. Consider a resolution to participate in the Greater Dallas-Fort Worth Regional Law Enforcement Mutual Aid Task Force Agreement with area law enforcement agencies for the purpose of providing and receiving law enforcement assistance.
13. Consider approval of an Interlocal Agreement with the Town of Little Elm for Jail Services for Class C Misdemeanors and authorizing the Town Administrator to execute the same.
14. Consider approval of an ordinance amending the Town of Cross Roads Master Fee Schedule.
15. Consider approval of a recommendation by the Northeast Police Department Commission on the disposition of assets of the Northeast Police Department.
16. Consider approval of an application for a tree removal permit submitted by Page Nabors representing property owner Matthew Lasuzzo, for property located at 1985 Forest Hills Drive. (2021-0723-03TREE)

## **REGULAR SESSION**

17. Discuss and consider commercial building permit application by Rustic Furniture Clearance Center for 11901 US Hwy 380. (2021-0706-09C)
18. Discuss and consider the sale of property located at 100 Kruger Road, Krugerville, Texas including the recommendation by the Northeast Police Department Commission and the execution of associated documents.
19. Discuss and consider approval of an Interlocal Agreement for Fire, Rescue and Emergency Medical Services between the Town of Cross Roads and the Town of Little Elm and authorize the Mayor to execute the same.
20. Discuss and consider an Interlocal Agreement with the City of Krugerville for Administrative Services Necessary for the Wind-Down of the Northeast Police Department.
21. Discuss and consider a resolution appointing the Cross Roads Municipal Court Judge and associate judges.

22. Discuss and consider a request by the Parks and Recreation Board to amend the Parks Board Resolution to provide for a semi-independent board with budgetary authority.
23. Discuss and consider enforcement of Section 6.04.002 of the Town of Cross Roads Code of Ordinances regarding the duty to maintain property by property owners.

**EXECUTIVE SESSION**

24. The Town Council will convene into Executive Session pursuant Texas Government Code, annotated, Chapter 551, Subchapter D for the following:
  - a. Texas Government Code, Section 551.074 Deliberation Regarding Personnel Matters – to the duties of a public officer: Municipal Judge and Associate Judges
25. Take action as may be necessary or appropriate on matters discussed in Executive session.
26. Council requests for future agenda items.

Adjourn

*Future Events and Meetings*

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

- *Planning and Zoning Commission Vision Meeting – Wednesday, September 8<sup>th</sup>, 2021 at 7:00 p.m.; moved due to holiday*
- *Parks and Recreation Board Meeting – Wednesday, September 8<sup>th</sup>, 2021 at 7:00 p.m.*
- *Municipal Development Meeting – Thursday, September 9<sup>th</sup>, 2021 at 7:00 p.m.*
- *Town Council Meeting – Monday, September 20<sup>th</sup>, 2021 at 7:00 p.m.*
- *Town Council Meeting – Monday, October 4<sup>th</sup>, 2021 at 7:00 p.m.*

**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, September 3<sup>rd</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



**MINUTES OF TOWN COUNCIL MEETING FOR  
THE TOWN OF CROSS ROADS MONDAY,  
JULY 19, 2021 at 7:00 P.M.**

**LOCATION: VIRTUAL and IN PERSON  
At 1401 FM 424, CROSSROADS, TEXAS 76227  
Or by Zoom**

1. **Called to order at 7:00 P.M.**

2. Roll Call:

<b>Mayor Tompkins</b>	<b>Present in person</b>
<b>Council Member Phillips</b>	<b>Present in person</b>
<b>Mayor Pro-Tem Meek</b>	<b>Present in person</b>
<b>Council Member King</b>	<b>Present in person</b>
<b>Council Member Gaalema</b>	<b>Present in person</b>
<b>Council Member White-Stevens</b>	<b>Present via Zoom; left at 8:30 P.M.</b>

3. Invocation led by Karen Black.

4. Pledge of Allegiance led by Greg Gaalema.

5. Council Members' announcements and updates.

**Phillips – trucks are no longer being parked overnight at the Shell station**

6. Mayor's announcements and updates.

**Cross Roads Newsletter is back in circulation. Christy Sayer is the new permit tech. The task force for high speed internet found a location for an elevated tower. A historical task force is being be created.**

**Recessed at 7:15 P.M. for technical difficulties.**

**Reconvened at 7:22 P.M.**

7. Status update on the formation of the Cross Roads Police Department.

**Mayor Tompkins gave an update, including that the Cross Roads Police Department has officially been established as it received a TCOLE agency number and activation letter.**

8. Citizens Input (Items on the agenda and not on the agenda)

- **Kelly Berry, in person – against Executive Session item, or would like to know what is discussed in the session before Council takes a vote**
- **Jenna Morgan, via Zoom – against Item 15**
- **Connie Lipscomb, in person – against three-minute time requirement**
- **Colette Olivieri, in person – in support of the NEPD officers**
- **Ella Welch, in person – in support of the NEPD officers**
- **Sylvia Phillips, in person – for Items 13, 14, and 24**
- **Tammy Sweeney, in person – in support of the NEPD officers**
- **Bob Gorton, in person – for a purchasing policy and asked that Resolution 2020-1116-02 Attachment A be reviewed**
- **Sharon Baca, in person – addressed previous citizen comments and asked that those citizens volunteer for events and serve on Town boards**

- Janet Conrad, in person – in support of the NEPD
- John Knox, in person – in support of the CRPD
- Herman Oosterwijk, in person – in support of the Cross Roads Times newsletter, stated that trucks are parking at 7-Eleven, and in support of Item 16 but added the development should include sidewalks and benches for a community feel
- Randy Wicker, in person – in support of the newsletter, the CRPD and Chief Shaun Short
- Jacob, Melanie, Savannah, Jayden, and Kinley Fehler, by hand delivered letter – against Item 16
- Debbie McKenna, via email – in support of the newsletter and CRPD

**CONSENT AGENDA**

9. Consider action on the Town’s monthly financial reports.
10. Consider approval of meeting minutes:
- a. July 1, 2021 Council Vision Meeting
  - b. July 6, 2021 Regular Meeting

**Motion to approve Item 10 made by Phillips;  
Second by Meek;  
Passed unanimously.**

**REGULAR BUSINESS**

11. Discuss and consider approval of a resolution casting a vote for a candidate to serve on the Denco Area 9-1-1 District Board of Managers.

**Motion to approve a resolution casting a vote for Sue Tejml made by Phillips;  
Second by Meek;  
Passed unanimously.**

12. CONDUCT A PUBLIC HEARING, consider a request by Sage Crossroads LLC to replat property described as Block A, Lot 7R1 of the Cross Roads Retail Addition on the north side of US 380, Cross Roads, Denton County, Texas. (2021-0607-13REPLAT)

**Opened Public Hearing at 8:22 P.M.  
Applicant was available for questions.  
Closed Public Hearing at 8:24 P.M.**

**Motion to approve the replat contingent on meeting the requirements of the Town Engineer:**

1. Clarifying lot frontage for setback requirements on Lot 7R-R1;
2. Providing clarification on drainage easement; and,
3. Acknowledging a replat is required upon development and receipt of engineering construction drawings

**Made by Meek;  
Second by Phillips;  
Passed unanimously.**

13. CONDUCT A PUBLIC HEARING, consider a request by applicant Kelvin Gomez on behalf of owner Jeff and Mary Low to rezone property described as Tract 84 and 84B, of the H. White Abstract A1332A, generally located at 7557 US 377, Cross Roads, Denton County, Texas from A-Agricultural to C2-Commercial. (2021-0607-11ZC)

**Opened Public Hearing at 8:25 P.M.  
Applicant was available for questions.  
Closed Public Hearing at 8:26 P.M.**

**Motion to approve the zoning change request to rezone Tract 84 and 84B of the H. White Abstract A1332A from A-Agricultural to C2-Commercial made by Gaalema;  
Second by Phillips;  
Passed unanimously.**

14. CONDUCT A PUBLIC HEARING, consider a request by applicant Kelvin Gomez on behalf of owner Jeff and Mary Low for a special use permit to allow for outdoor retail sales for Tract 84 and 84B, of the H. White Abstract A1332A, generally located at 7557 US 377, Cross Roads, Denton County, Texas. (2021-0607-10SUP)  
**Opened Public Hearing at 8:28 P.M.**  
**Applicant was available for questions.**  
**Closed Public Hearing at 8:30 P.M.**  
**Motion to approve an SUP for outdoor retail sales at 7557 US 377 conditioned upon the following:**
1. The SUP is permitted for Briggs Equipment, Inc. and its subsidiary Site Pro Rentals. If the property is sold or transferred, the SUP is no longer valid;
  2. All items stored and advertised for sale or rental must be on an improved surface such as asphalt or concrete; and,
  3. All items for sale, rental and display between the wrought iron fence and US 377 at the front of the property must be in new or like new condition
- Made by Phillips;**  
**Second by Meek;**  
**Passed unanimously.**
15. CONDUCT A PUBLIC HEARING, consider a request by applicant Rod Zielke on behalf of owner Margaret Langley to rezone property described as Tract 97, of the R.J. Moseley Abstract A0803A, generally located at 4700 S. Potter Shop Road, Cross Roads, Denton County, Texas from A-Agricultural to SF-Residential. (2021-0607-09ZC)  
**Opened Public Hearing at 8:32 P.M.**  
**Applicant was available for questions.**
- Bob Gorton, in person, spoke in favor, emphasized attention to drainage, roads, and curb cuts.
  - Randy Wallace, via Zoom, spoke in favor.
  - Jenna Morgan, via Zoom, spoke in opposition.
  - Savannah Fehler, in person, read a petition in opposition.
  - Melanie Fehler, in person, spoke in opposition.
- Closed Public Hearing at 8:45 P.M.**  
**Motion to approve the zoning change request to rezone Tract 97 of the R.J. Moseley Abstract A0803A from A-Agricultural to SF-Residential made by Meek;**  
**Second by Gaalema;**  
**King voted no;**  
**Passed 3 to 1.**
16. Discuss and consider a preliminary plat application for the Pottershop Manor Addition located within the Town of Cross Roads. (2021-0607-08PPLAT)  
**Motion to approve the preliminary plat for the Pottershop Manor Addition conditioned upon meeting the following outstanding comments of the Town Engineer:**
1. Acknowledgement that ditch improvements/armoring may be required at the intersection of Tipps and Pottershop; and,
  2. Additional refining of civil construction plans will be necessary during final design review with regard to drainage
- Made by Meek;**  
**Second by Gaalema;**  
**Phillips voted no;**  
**Passed 3 to 1.**
17. Discuss and consider a technical site plan application by Sage Crossroads LLC for Lot 7R7 of the Cross Roads Retail Addition. (2021-0607-12SITEPLAN)  
**Motion to approve the replat for Lot 7R7 of the Cross Roads Retail Addition contingent on meeting the requirements of the Town Engineer:**

1. Fire lanes having an outer radius of 50' and inner radius of 20';
2. Illustrate landscape requirements can be met; and,
3. Receipt and approval of full engineering construction drawings

**Made by Phillips;  
Second by King;  
Passed 4 to 0.**

18. Discuss and consider a preliminary plat application for the Millcreek 8 Addition located within the Town of Cross Roads. (2021-0607-03PPLAT)

**Motion to approve the preliminary plat for the Millcreek 8 Addition conditioned upon meeting the following outstanding comments of the Town Engineer:**

1. Updating the ROW dedication to 45' wide;
2. Adding a 10' utility easement along the roadway frontage; and,
3. Updating the approval block

**Made by Phillips;  
Second by Pro-Tem Meek;  
Passed 4 to 0.**

19. Discuss and consider a preliminary plat application for the Hillside Venue Addition located within the Town of Cross Roads. (2021-0607-02PPLAT)

**Motion to approve the preliminary plat for the Hillside Venue Addition conditioned upon meeting the following outstanding comments of the Town Engineer:**

1. Indicating the rear and side yard setbacks for each lot; and,
2. Indicating a 10 foot utility easement along each roadway frontage

**Made by Phillips;  
Second by Meek;  
Passed 4 to 0.**

20. Discuss and consider a preliminary plat application for the Modern Pyramids Crossroads Addition located within the Town of Cross Roads. (2021-0607-14PPLAT)

**Motion to approve the preliminary plat for the Modern Pyramids Crossroads Addition made by Gaalema;**

**Second by King;  
Passed 4 to 0.**

21. Discuss and consider a preliminary plat application for the Rustic Furniture Addition located within the Town of Cross Roads. (2021-0607-04PPLAT)

**Motion to approve the preliminary plat for the Rustic Furniture Addition conditioned upon meeting the following outstanding comments of the Town Engineer:**

1. Indicating rear setbacks of 30';
2. Indicating drainage easement for future storm drain installation;
3. Adding a 10' utility easement along the roadway frontage; and,
4. Updating the approval block

**Made by Phillips;  
Second by Gaalema;  
Passed 4 to 0.**

22. Discuss and consider a final plat application for the Pohlman Addition located within the Town of Cross Roads. (2021-0607-06FPLAT)

**Motion to approve the final plat for the Pohlman Addition conditioned upon meeting the following outstanding comments of the Town Engineer:**

1. Providing a closure report; and,
2. Updating the approval block

**Made by King;  
Second by Phillips;  
Passed 4 to 0.**

23. Consider a resolution appointing a regular member to fill a vacancy on the Parks and Recreation Board.  
**Motion to approve a resolution appointing Paula Paus as a regular member to fill a vacancy on the Parks and Recreation Board made by Gaalema;  
Second by Phillips;  
Passed 4 to 0.**
24. Discuss and consider traffic related issues at the intersection of Walmart Drive and US 380.  
**Council asked Town Engineer, Leigh Hollis, about the potential cost involved, and Hollis stated that a traffic study and construction costs would cost approximately \$25,000.00 each for an approximate total of \$50,000.00. Hollis stated that the Town would need to get TXDOT approval.**

**EXECUTIVE SESSION – No Executive Session.**

25. 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
26. Take action as may be necessary or appropriate on matters discussed in Executive session.
27. Request for future agenda items.  
**Gaalema requested the budget be on the next agenda.  
Phillips requested the purchasing policy be on the next agenda.**

**ADJOURNED at 9:37 P.M.**

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T. Lynn Tompkins, Jr., Town Mayor

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Donna Butler, Town Secretary





**MINUTES 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**

**Called to order at 7:00**

1. Roll Call: **Mayor Tompkins, Council Members Phillips, Meek, King, Gaalema, and White-Stevens**
2. Invocation – Pastor John Theisen
3. Pledge of Allegiance
4. Council Member Announcements and Updates.
5. Mayor Announcements and Updates.  
**Mayor Tompkins recognized and thanked Doug Holmes for fixing the audio issues in the Council Chambers.**
6. Committee and Commissions Announcements and Updates.  
**Ron Zohfeld, Chairperson of Parks and Recreation Board announced recent Board changes and the upcoming Labor Day event.**
7. Citizens Input (Items on the agenda and not on the agenda)
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.  
**Motion to approve made by Gaalema;  
Second by Phillips;  
Passed unanimously.**
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.  
**Motion to approve made by Meek;  
Second by King;  
Passed unanimously.**

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).  
**Motion to approve made by Phillips;**  
**Second by Gaalema;**  
**Passed unanimously.**
12. 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.  
**Motion to approve made by Meek;**  
**Second by Phillips;**  
**Passed unanimously.**
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 – No 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.~~  
**Motion to allow Mayor to enter into a contract with Police Chief Shaun Short made by Meek;**  
**Second by Gaalema;**  
**Passed unanimously.**
17. Council requests for future agenda items.  
**White-Stevens - purchasing policy, discuss amending boards and commissions resolution to include ad hoc committees and task forces, and adopting written Council procedures**

**Adjourned at 11:08 P.M.**

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T. Lynn Tompkins, Jr.  
Town Mayor

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Donna Butler  
Town Secretary



**MINUTES OF TOWN COUNCIL MEETING  
FOR THE TOWN OF CROSS ROADS  
MONDAY, AUGUST 16, 2021 at 7:00 P.M.**

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

1. Call to Order – **7:00 P.M.**
2. Roll Call:

<b>Mayor Tompkins</b>	<b>Present in person</b>
<b>Council Member Phillips</b>	<b>Present in person</b>
<b>Mayor Pro-Tem Meek</b>	<b>Present in person</b>
<b>Council Member King</b>	<b>Present in via Zoom</b>
<b>Council Member Gaalema</b>	<b>Present in person</b>
<b>Council Member White-Stevens</b>	<b>Present in person</b>
3. Invocation – John Theisen
4. Pledge of Allegiance – Wendy White-Stevens
5. Council Member’s announcements and updates.  
**White-Stevens made announcements about the Market and the Labor Day event.**
6. Mayor’s announcements and updates.  
**Mayor Tompkins made announcements about the Historical and Fire Task Forces.**
7. Status update on the formation of the Cross Roads Police Department.  
**Chief Shaun Short gave a presentation.**
8. Citizens Input (Items on the agenda and not on the agenda)  
**Blanche Dillon, Kelly Berry, Collette Olivieri, Ella Welch, John Knox, Bill Berry, Bob Gorton, Herman Oosterwijk, and Sharon Baca.**  
**Emails from Tammy Sweeney, and Elva and Virden Seybold.**

**CONSENT AGENDA**

9. Consider action on the Town’s monthly financial reports – June 2021.  
**Motion to approve the Consent Agenda made by Meek;**  
**Second by Phillips;**  
**Passed unanimously.**

**REGULAR BUSINESS**

10. CONDUCT A PUBLIC HEARING, discuss, and consider a request by Matthew and Breese Elkins to replat Lots 26R and 28R-1, Block B of Forest Hills, comprised of 3.34 acres, located at 1810 Waterstone, Cross Roads, Denton County, Texas.  
**Opened Public Hearing at 7:50 P.M.**  
**Closed Public Hearing at 7:52 P.M.**

**Motion to approve made by Meek;  
Second by White-Stevens;  
Passed unanimously.**

11. CONDUCT A PUBLIC HEARING, discuss and consider a request by applicant Michael Zarei on behalf of owner Splash Acres, LLC for a change in zoning from A – Agricultural to C1 - Commercial for Tract 16, of the R. J. Moseley A0803A, comprised of 2.42 acres, located at 1151 FM 424, Cross Roads, Denton County, Texas. (2020-0706-06ZC)

**Opened Public Hearing at 7:53 P.M.**

**Closed Public Hearing at 7:56 P.M.**

**Motion to deny made by Phillips;**

**Second by White-Stevens;**

**Passed unanimously.**

12. Discuss and consider approval of an ordinance adopting the Amended and Restated Service and Assessment Plan for the Cross Roads Public Improvement District #1.

**Motion to approve and authorize the Town Administrator to make payments;**

**Second by Meek;**

**Passed unanimously.**

13. Discuss and consider the FY 2021 amended and FY 2022 proposed budgets and associated projects.

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

**Randy Wallace, Steven Zuczek, Little Elm Fire, and Aubrey Fire gave presentations.**

**Motion to approve Option 1 with a 2-year contract with Aubrey made by Meek;**

**Second by Phillips;**

**Meek voted yes.**

**Phillips, King, Gaalema, and White-Stevens voted no.**

**Failed 4 to 1.**

**Motion to approve Option 2 with a 5-year contract with Little Elm made by Gaalema;**

**Second by King;**

**King, Gaalema, and White-Stevens voted yes;**

**Phillips and Meek voted no.**

**Passed 3 to 2.**

15. Town Council to receive a presentation from the Town Attorney on statutory Rules of Procedure.

**Attorney Matthew Boyle gave a presentation.**

#### **EXECUTIVE SESSION – No Executive Session.**

16. 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 and/or statutory Rules of Procedure.

17. Take action as may be necessary or appropriate on matters discussed in Executive session.

18. Request for future agenda items.

**White-Stevens – Council liaisons for Planning and Zoning and MDD; discuss Cross Roads Times**

**ADJOURN – 9:35 P.M.**

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T. Lynn Tompkins, Jr., Town Mayor

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Donna Butler, Town Secretary



# COUNCIL AGENDA BRIEFING SHEET

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Meeting Date:

September 7, 2021

Agenda Item:

Consider approval of a resolution authorizing the execution of certain agreements related to the Cross Roads Municipal Court including a contract with McCreary, Veselka, Bragg & Allen for collection of delinquent Municipal Court Fines and Fees; The Payment Group for credit card payment processing services; and, the Texas Department of Public Safety for the Failure to Appear Program.

Prepared by:

Kristi Gilbert, Town Administrator

Description:

The Northeast Municipal Court (NEMC) will dissolve effective at midnight on September 30, 2021 when the Cross Roads Municipal Court will become the jurisdiction in which Class C Misdemeanors are filed by the Cross Roads Police Department. There are several contracts that are involved in operating a Municipal Court. This resolution authorizes the execution of the following contracts:

1. An agreement for the collection of delinquent municipal court fines and fees with McCreary, Veselka, Bragg & Allen (MVBA). MVBA has provided collection services for the NEMC and many other courts for several years. Their services are funded through a 30% collection fee that is added to the cost of delinquent citations.
2. An agreement with The Payment Group (TPG) for credit card payment processing services. TPG has provided services for the NEMC for the last few years. Their services are integrated into the court software that allows for the collection of payments online and by phone. This service is funded through a credit card processing fee passed on to the customer.
3. An Interlocal Cooperative Agreement with the Texas Department of Public Safety for the Failure to Appear Program. This agreement enables the court to place a hold (suspension) on an individual's driver's license for failure to pay citations. This is also funded by a statutory fee that is added to the citation amount.

Each of these agreements provide tools to collect on citations and operate an efficient court. There are no direct fees to the Town of Cross Roads for these services.

Staff Recommended Action:

Staff recommends approval of the resolution.

Attachments:

Resolution

MVBA Agreement

TPG Agreement

TxDPS Failure to Appear Agreement

**TOWN OF CROSS ROADS  
RESOLUTION NO. 2021-0907-**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CROSS ROADS, TEXAS, AUTHORIZING THE EXECUTION OF CERTAIN AGREEMENTS RELATED TO THE CROSS ROADS MUNICIPAL COURT INCLUDING A CONTRACT WITH MCCREARY, VESELKA, BRAGG & ALLEN FOR COLLECTION OF DELINQUENT MUNICIPAL COURT FINES AND FEES; THE PAYMENT GROUP FOR CREDIT CARD PAYMENT PROCESSING SERVICES; AND, THE TEXAS DEPARTMENT OF PUBLIC SAFETY FOR THE FAILURE TO APPEAR PROGRAM; AUTHORIZING THE TOWN ADMINISTRATOR TO ENTER INTO THE AGREEMENTS ON THE TOWN'S BEHALF; AND, PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cross Roads, Texas, desires to establish agreements to assist with operations related to the Cross Roads Municipal Court;

**WHEREAS**, the Agreement with McCreary, Veselka, Bragg & Allen generally provides for the collection of delinquent municipal court fines and fees; and

**WHEREAS**, the Agreement with The Payment Group generally provides for the collection of payments by credit card online and in person; and

**WHEREAS**, the Agreement with the Texas Department of Public Safety generally provides for participation in the Failure to Appear Program; and

**WHEREAS**, the Town Council of the Town of Cross Roads agrees that the Town's best interests are served by executing the aforementioned agreements.

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

**SECTION 1.** That the Town Council of the Town of Cross Roads, Texas, does hereby accept and approve the Contract for Collection of Delinquent Municipal Court Fines and Fees with McCreary, Veselka, Bragg & Allen attached hereto and incorporated herein as Exhibit "A", and does hereby further authorize the Town Administrator of the Town of Cross Roads, Texas, to execute the Agreement on the Town's behalf.

**SECTION 2.** That the Town Council of the Town of Cross Roads, Texas, does hereby accept and approve the Agreement with The Payment Group for certain payment processing services attached hereto and incorporated herein as Exhibit "B", and does hereby further authorize the Town Administrator of the Town of Cross Roads, Texas, to execute the Agreement on the Town's behalf.



**SECTION 3.** That the Town Council of the Town of Cross Roads, Texas, does hereby accept and approve the Interlocal Cooperation Contract with the Department of Public Safety of the State of Texas for the Failure to Appear Program attached hereto and incorporated herein as Exhibit "C", and does hereby further authorize the Town Administrator of the Town of Cross Roads, Texas, to execute the Agreement on the Town's behalf.

**SECTION 4.** That this resolution shall take effect immediately upon its passage.

**DULY PASSED** by the Town Council of the Town of Cross Roads, Texas, on the 7<sup>th</sup> day of September, 2021.

---

T. Lynn Tompkins, Jr.  
Mayor

**ATTEST:**

---

Donna Butler  
Town Secretary

[SEAL]

**CONTRACT FOR COLLECTION  
OF  
DELINQUENT MUNICIPAL COURT FINES AND FEES**

<b>STATE OF TEXAS</b>	§
	§
<b>COUNTY OF DENTON</b>	§

THIS CONTRACT is made and entered into by and between the **TOWN OF CROSS ROADS TEXAS**, acting herein by and through its governing body, hereinafter styled, "**Town**", and **McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**, hereinafter styled "**MVBA**".

**I.**

The Town agrees to retain and does hereby retain MVBA to provide specific legal services provided herein and enforce the collection of delinquent municipal court fines, fees, court costs, restitution, debts and accounts receivable and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure (hereinafter referred to in the agreement as "Fines and Fees") pursuant to the terms and conditions described herein. Legal services shall include but not be limited to recommendations and legal advice to the Town to take legal enforcement action; representing the Town in any dispute or legal challenge to authority to collect such court fees and fines; defending the Town in litigation or challenges of its collection authority; and representing the Town in collection interests in bankruptcy matters as determined by MVBA or the Town. The Town further authorizes MVBA to execute all legal documents that are reasonably necessary to pursue collection of the Town’s claims in connection with the collection of fines and fees that are subject to this contract. This contract supersedes all prior oral and written contracts between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

**II.**

For purposes of this contract all Fines and Fees shall be referred to MVBA when determined to be delinquent as provided for in Article 103.0031, Code of Criminal Procedure.

At least once each month on a date or dates agreed upon by the parties, the Town will provide MVBA with copies of, or access to, the information and documentation necessary to collect the Fines and Fees that are subject to this contract. The Town shall furnish the information to MVBA by electronic transmission or magnetic medium.

### III.

MVBA shall forward to the Town all cashier's checks or money orders received by MVBA made payable to the Town and any correspondence from defendants. Cashier's checks or money orders received by MVBA which are made payable to MVBA will be deposited daily into the MVBA Trust Account. MVBA may collect the amount due from the defendant by credit card or electronic draft which funds shall be deposited into the MVBA Trust Account. MVBA shall remit to the Town, weekly, all funds deposited into the MVBA Trust Account, along with an invoice detailing the docket number, name of defendant, amount paid by the defendant to MVBA or directly to the Town and the MVBA fee percentage and fees earned for each case. The remittance from MVBA to the Town shall include the fees earned by MVBA on the fines and fees collected. The Town shall be responsible for the posting to the records of the Town the payment of all fines and fees and accounts receivable collected pursuant to this contract.

### IV.

MVBA shall indemnify and hold the Town harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of MVBA's performance of the services described in this Contract. The indemnity provision of this Contract shall have no application to any claim or demand which results from the sole negligence or fault of the Town, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of the Town and MVBA, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

### V.

For the collection of Fines and Fees, the Town agrees to pay to MVBA, as compensation for the legal services rendered the following fees:

1. For those Fines and Fees imposed against Unadjudicated Offenses that occurred before June 18, 2003, there is no fee due (0%) MVBA on the amount collected by the Court on those cases.
2. For those Fines and Fees imposed against Adjudicated Offenses regardless of the date of the offense, and against Unadjudicated Offenses that occurred on or after June 18, 2003, a fee of thirty percent (30%) of the amount of the Fines and Fees collected by the Court as provided by Article 103.0031 of the Code of Criminal Procedure.
3. In the event any case is disposed of by acquittal or dismissal, or if the fine, costs and/or fees are discharged through performance of community service, credit for jail time served, the discretionary removal of a collection fee by the Court or pursuant to §45.0491 of the Code of Criminal Procedure, no compensation shall be paid to MVBA by the Town.

All compensation due to MVBA shall become the property of MVBA at the time of payment of the fines and fees by the defendant. The Town shall pay to MVBA said compensation on a monthly basis by check.

## VI.

The Town recognizes and acknowledges that MVBA owns all right, title and interest in certain proprietary software that MVBA may utilize in conjunction with performing the services provided in the contract. The Town agrees and hereby grants to MVBA the right to use and incorporate any information provided by the Town (“case or defendant information”) to update the databases in this proprietary software, and, notwithstanding that the case or defendant information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Town shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Town shall be entitled to obtain a copy of such data that directly relates to the Town’s accounts at any time.

MVBA agrees that it will not share or disclose any specific confidential case or defendant information with any other company, individual, organization or agency, without the prior written consent of the Town, except as may be required by law or where such information is otherwise publicly available. It is agreed that MVBA shall have the right to use case or defendant information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain case and defendant information. These aggregate statistics are owned solely by MVBA and will generally be used internally, but may be shared with MVBA’s affiliates, partners or other third parties for purposes of improving MVBA’s software and services.

MVBA reserves the right to return to the Town all accounts not collected within one (1) year of referral by the Town, or identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

## VII.

The initial term of this contract is **three years, beginning on the first day of the month following the execution of this contract by both parties**, and shall automatically renew on the anniversary date and continue in full force and effect thereafter from year to year for additional twelve month periods on the same terms and conditions unless either party delivers written “Notice of Termination of Contract” to the other party of its intent to terminate this contract, at least, sixty (60) days prior to each anniversary date of this contract.

In the event that the Town terminates this contract, MVBA shall be entitled to continue its collection activity on all accounts previously referred to MVBA for six (6) months from the date of receipt of the “Notice of Termination of Contract” and to payment of its fee, pursuant to Paragraph V of this contract for all amounts collected on accounts referred to MVBA. The Town may, at its discretion, refer additional accounts to MVBA after notice of termination has been received by MVBA. At the end of the six (6) month period, all accounts shall be returned to the Town by MVBA.

## **Interlocal Agreement**

MVBA agrees to extend prices and terms to all entities or other political subdivisions or municipalities who have entered or will enter joint purchasing interlocal cooperation agreement(s) with the Town.

### **VIII.**

For purposes of sending notice under the term of this contract, all notices from the Town shall be sent to MVBA by certified United States mail to the following address:

McCreary, Veselka, Bragg & Allen, P.C.  
Attention: Harvey M. Allen  
P.O. Box 1310  
Round Rock, Texas 78680-1310

or delivered by hand or by courier, and addressed to: 700 Jeffrey Way, Suite 100, Round Rock, Texas 78664-2425. All notices to the Town shall be sent by certified United States mail or delivered by hand or courier, to the following address:

Town of Cross Roads Texas  
Attention: Town Manager  
\_\_\_\_\_  
\_\_\_\_\_, Texas \_\_\_\_\_

### **IX.**

This contract is made and is to be interpreted under the laws of the State of Texas. Exclusive venue for any action, lawsuit, claim, dispute or another legal proceeding concerning or arising out of this contract shall be in Denton County, Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid or unenforceable provision(s) had never been a part of this contract.

Every provision of this Contract is intended to be severable. If any term or provision of this Contract is deemed to be invalid, void, or unenforceable for any reason by a District Court, to the extent possible such invalidity or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the invalid, void, or unenforceable provision or part thereof. In accordance with the requirements of Chapter 2271, Texas Government Code, the signatory executing this Contract on behalf of MVBA does hereby verify that MVBA does not boycott Israel and will not boycott Israel during the term of this Contract.

**X.**

In consideration of the terms and compensation herein stated, MVBA hereby agrees to undertake the performance of said contract as set forth above.

The Town has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this contract.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the \_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

**TOWN OF CROSS ROADS, TEXAS**

\_\_\_\_\_,  
Mayor

**McCREARY, VESELKA, BRAGG & ALLEN, P.C.**

\_\_\_\_\_  
Harvey M. Allen  
Attorney at Law



## The Payment Group Service Agreement

**Important – Read Carefully:** This is an agreement (this “Agreement”) between The Payment Group, LLC (“TPG”), a Delaware limited liability company, and Cross Roads, TX (“Client”), for the provision of certain payment processing services by TPG on behalf of Client, as set forth on Schedule A hereto (the “Services”), including, as applicable, the associated software, hardware, media materials, and electronic documentation related thereto. Client and TPG are individually referred to as a “Party” and collectively referred to in this Agreement as the “Parties”. The purpose of this Agreement is to state the terms and conditions under which TPG will provide for Client the Services to individuals who have received requests for payment from Client (each such individual, an “End User”).

### Agreement

1. **Services Provided:** Subject to the terms and conditions of this Agreement, TPG will use commercially reasonable efforts to provide access to the Services and certain ancillary services related thereto. Such ancillary services shall include all necessary installation/setup services, promotional assistance, credit card processing, payments to Client’s specified account(s), and access to real time online reporting. For each Service, TPG will charge End Users the convenience fee corresponding to each such Service, as set forth on Schedule A hereto. Client shall not be responsible for any EFT, processing, maintenance or other fees or charges. Client agrees to retain TPG to act as Client’s exclusive provider of each Service. Client agrees to promptly credit End User upon notice by TPG that payment from End User has been received by TPG.
2. **Chargebacks:** If a “chargeback” to a credit/debit card occurs, TPG will reflect such chargeback on the next Client payment report to be delivered in accordance with the schedule set forth on Schedule A following the occurrence of such chargeback. If the charge remains unpaid, Client will then update the status of the affected account of End User as remaining outstanding and unpaid.
3. **Setup and Installation:** TPG will provide the necessary setup and installation services to begin providing the Services as soon as is practicable after the time an executed version of this Agreement and any other documentation required in connection with the provision of the Services are received by TPG.
4. **Property of TPG:** All right, title and interest in and to the computer programs, software, hardware, algorithms, written procedures, trademarks, promotional materials, media materials, electronic documentation, and other supporting items used in connection with the Services, including all intellectual property rights therein, (collectively, the “TPG Materials”) are and shall remain the sole property of TPG, including any changes, modifications, or enhancements made to the TPG Materials during the term of this Agreement, and shall be returned to TPG upon termination of this Agreement. Nothing in this Agreement grants any right, title, or interest in or to any intellectual property rights in or to the TPG Materials, whether expressly, by implication, estoppel, or otherwise.
5. **Restrictions on Use:** Client shall not, and shall not permit any other person to, access or use the Services or TPG Materials except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits: (a) copy, modify or create derivative works or improvements of the Services or TPG Materials; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Services or TPG Materials to any person, including on or in connection with the Internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services or TPG Materials, in whole or in part; (d) remove, delete, alter or obscure any trademarks, specifications, documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Services or TPG Materials, including any copy thereof; or (e) access or use the Services or TPG Materials for purposes of a competitive analysis of the Services or TPG Materials, the development, provision or use of a competing software service or product or any other purpose that is to TPG’s detriment or commercial disadvantage.
6. **Hardware and Software Requirements:** In order to access and view online reports and communicate with TPG in connection with the Services, Client shall be solely responsible for providing the following: access to the Internet, an email address and an up-to-date copy of Adobe Reader to view reports.
7. **Integrated Services:** Client grants TPG all rights necessary to access Client’s data and systems for the purpose of integrating the Services with Client’s systems for processing of payments from End Users and to allow TPG to send notifications to End Users on behalf of the Client.]
8. **Information Provided by Client:** Client must provide the following to TPG prior to the commencement of the Services (collectively, the “Client Information”):
  - a) Any and all standard contact information;
  - b) Bank routing number, bank account number; and
  - c) Bank account type for deposit of all payments.

Client hereby grants TPG a limited license to use the Client Information for the purpose of providing Client with the Services described in this Agreement.

9. **Actions to be Performed by TPG:** TPG will use commercially reasonable efforts to provide the Services and all necessary technical support to maintain TPG's payment system for 23.5 hours a day, 7 days a week. Notwithstanding the foregoing, TPG's payment system will be unavailable daily from 11:00 p.m. until 11:30 p.m., CST due to daily maintenance. TPG will not be responsible for any downtime experienced by Client attributable to Internet service providers, utilities companies and/or Client's internal network.
10. **Term and Cancellation of Contract:** The term of this Agreement shall begin on the date executed by both Parties and shall continue in full force and effect from that date until it is terminated by thirty (30) days written notice from either Party to the other.
11. **Indemnity:** TPG will indemnify, defend and hold harmless Client for causes of action and damages incurred by or brought against Client by third parties resulting from the wrongful termination of the Services provided to an End User due to TPG's negligence in processing and reporting payments in connection with the Services. Client will hold harmless TPG for causes of action and damages incurred or brought against Client by third parties resulting from the wrongful termination of the Services provided to an End User due to Client's negligence in processing payments or errors in information generated by Client and furnished to TPG in connection with the Services. The liability of either Party to the other with respect to this Agreement shall not include any contingent liability or exemplary or consequential damages.
12. **Reservation:** All rights not expressly granted in this Agreement are reserved by TPG.
13. **Support Services:** In connection with the Services, TPG will provide Client with support services with respect to the TPG web portal, software applications, electronic payments, online reports, and promotional materials. Client may contact TPG technical support Monday through Friday, from 8:00am to 5:00pm, CST.
14. **Attorney Fees and Costs:** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such Party may be entitled.
15. **Promotional Materials:**
  - a) Client grants to TPG, during the term of this Agreement, a limited non-exclusive, fully paid-up, royalty-free, revocable, non-transferable license, without right of sublicense, to use any logo or trademark of Client on the TPG website for Client identification.
  - b) Subject to Section 4 and Section 5 of this Agreement, TPG shall provide Client with logos, graphics and other marketing materials for Client to advertise the Services and TPG as an authorized agent of Client for purposes of receiving payments.
  - c) Client agrees to use its commercially reasonable efforts to promote the applicable Services to End Users, such promotion to include providing a brief description or a means of accessing such Services in a reasonably prominent manner on (i) bills, invoices and other requests for payment delivered by Client to End Users, (ii) Client's End User-facing websites and (iii) any other channels utilized by Client for purposes of communicating with End Users.
16. **Miscellaneous Provisions:**
  - a) *Texas Law to apply:* This provision shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created under this Agreement are performable in the State of Texas.
  - b) *Parties Bound:* This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.
  - c) *Assignment:* Client may not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of TPG. TPG may assign, delegate or transfer any of its rights or obligations under this Agreement.
  - d) *Legal Construction:* In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceable shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision was not contained in this Agreement.
  - e) *Sole Agreement:* This Agreement constitutes the sole agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter of this Agreement.
  - f) *Relationship of the Parties.* TPG is an independent contractor, and neither TPG nor its staff shall be deemed to be employed by Client.
  - g) *Counterparts:* This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by electronic means shall be equally as effective as delivery of a manually executed counterpart of this Agreement.
  - h) *[E-Sign:* If this Agreement is to be executed electronically, Client hereby agrees as follows: Client hereby gives its affirmative consent to execute this Agreement and to receive any related records and communications electronically. By consenting, Client also represents that it has full authority to execute this Agreement electronically under applicable local law and regulations, including any applicable municipal procurement requirements. Client may withdraw its consent to receive records and communications electronically by



contacting TPG. Client's withdrawal of consent will cancel Client's agreement to receive electronic records and communications. Withdrawal of consent to future use of electronic signatures or receipt of records and communications electronically will not revoke electronic execution of this Agreement or any prior agreement or invalidate receipt of records in electronic format prior to such withdrawal. Client may request a paper copy of any records and communications by contacting TPG. Client is responsible for providing TPG with true, accurate and complete contact information, including an email address, and maintaining and updating promptly any changes in such contact information. Client may update its contact information by contacting TPG. TPG reserves the right, in its sole discretion, to discontinue the provision of electronic records and communications, or to terminate or change the terms and conditions on which TPG provides electronic records and communications. TPG will provide Client with notice of any such termination or change as required by law. Client acknowledges and agrees that Client's consent to electronic records and communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the "Act"), and that Client and TPG both intend that the Act apply to the fullest extent possible to validate the Parties' ability to conduct business by electronic means. Client agrees that, in consenting to electronic signatures and records, Client will not challenge the validity of this Agreement solely on the basis that it was executed electronically.]

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date of the last signature below.

Cross Roads, TX

THE PAYMENT GROUP, LLC

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

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

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: 14901 Quorum Drive, Suite 700  
Dallas, TX 75254

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

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

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

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

## SCHEDULE A

### Services & Convenience Fees

#### Services & Convenience Fees

Fees as detailed below are payable by the End Users. For clarity there is no cost to the Client.

<u>Service</u>	<u>Web</u>	<u>Walk-in</u>	<u>Live Phone</u>
Court	6.5% with \$3.95 minimum	3.5% with \$0.95 minimum	6.5% with \$3.95 minimum

#### Client Payment Schedule

Client will receive funds from TPG in accordance with the schedule below to the account specified by Client (if payment to be made via ACH). TPG will electronically provide payment reports to Client in accordance with the schedule below. NOTE: Holidays will cause reports and payments to be shifted to the next business day.

##### Weekly ACH

<b>End User payment day</b>	<b>Client Report Date</b>	<b>Client ACH Receipt Date</b>
Monday to Sunday	Wednesday	Thursday

#### Service Availability

##### Web & Walk-In

TPG's payment system and online reporting portal will be available for End User payment processing and Client Reporting for 23.5 hours a day, 7 days a week. These systems will be unavailable daily from 11:00 p.m. until 11:30 p.m., CST, due to daily maintenance

##### Live Phone

<b>Day</b>	<b>Hours</b>
Monday to Friday	8:00am to 7:00pm CST
Saturday	9:00am to 2:00pm CST

#### Hardware & Software

TPG will provide 1 credit card terminal at no cost.

**Interlocal Cooperation Contract  
Failure to Appear (FTA) Program**

State of Texas  
County of Denton

**I. PARTIES AND AUTHORITY**

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the Cross Roads Municipal Court of the [City or County] of Cross Roads (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

**II. BACKGROUND**

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated FTA system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry.

**III. PURPOSE**

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

Court will supply information to DPS, through its Vendor, that is necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court in a matter involving any offense that Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4.

**IV. PERIOD OF PERFORMANCE**

This Contract will be effective on the date of execution and will automatically renew on the anniversary date of execution for up to three additional years unless terminated earlier.

**V. COURT RESPONSIBILITIES**

**A. Written warnings**

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied

renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

**B. FTA Report**

An FTA Report is a notice sent by Court requesting a person be denied renewal in accordance with this Contract. The Court may submit an FTA Report to Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

**C. Clearance Reports**

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days, from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or

5. other suitable arrangement to pay the fine and cost within the Court's discretion.

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

**D. Quarterly Reports and Audits**

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract.

**E. Accounting Procedures**

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

**F. Non-Waiver of Fees**

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless the person is deemed to be indigent, or the person is acquitted of the charges for which the person failed to appear.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

**G. Litigation Notice**

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

**VI. PAYMENTS TO VENDOR**

Court must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the person has been acquitted of the underlying charge or is indigent, no payment will be made to the Vendor or required of the Court.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees collected by Court.

**VII. GENERAL TERMS AND CONDITIONS**

- A. Compliance with Law.** The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Contract Amendment.** DPS and Court may amend this Contract through a written amendment signed by an authorized signatory on behalf of the respective party.
- C. Notice.** The respective party will send the other party notice as noted in this section.

Court	Department of Public Safety
Attn.: Kristi Gilbert, Town Administrator	Enforcement & Compliance Service 5805 North Lamar Blvd. Austin, Texas 78752-0001 (512) 424-5311 [fax] <a href="mailto:Driver.Improvement@dps.texas.gov">Driver.Improvement@dps.texas.gov</a> (512) 424-7172
Address: 3201 US Hwy 380, Suite 105	
Address: Cross Roads, TX 76227	
Fax: 469-375-5905	
Email: <a href="mailto:court@crossroadstx.gov">court@crossroadstx.gov</a>	
Phone: 940-365-9693	

- D. Termination.** Either party may terminate this Contract with 30 days' written notice. DPS may also terminate this Contract for cause if Court doesn't comply with Section V.F., *Non-Waiver of Fees*. After termination, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all

outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

**VIII. CERTIFICATIONS**

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

**Court\***  
  
\_\_\_\_\_

**Department of Public Safety**  
  
\_\_\_\_\_

**Authorized Signature**  
  
Town Administrator  
\_\_\_\_\_  
**Title**

**Driver License Division Chief or Designee**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person’s title and date.





## COUNCIL AGENDA BRIEFING SHEET

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Meeting Date:

September 7, 2021

Agenda Item:

Consider approval of an Interlocal Agreement with the City of Frisco for a cooperative purchasing agreement and authorize the Town Administrator to execute the same.

Prepared by:

Kristi Gilbert, Town Administrator

Description:

Staff is requesting the authorization of an interlocal cooperative purchasing agreement with the City of Frisco to purchase uniforms and other necessary equipment utilizing their rates that are resulting from the competitive bid process to provide savings for the Town.

Staff Recommended Action:

Staff recommends approval of resolution.

Attachments:

Resolution

Interlocal Agreement – City of Frisco

## INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF FRISCO, Texas (hereinafter called "FRISCO"), and the TOWN OF CROSS ROADS, Texas (hereinafter called "CROSSROADS"), each acting by and through its duly authorized officials:

WHEREAS, FRISCO and CROSS ROADS are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, FRISCO and CROSS ROADS wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which FRISCO and CROSS ROADS may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of FRISCO and CROSS ROADS through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, FRISCO and CROSS ROADS have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; FRISCO and CROSS ROADS agree as follows:

1. FRISCO and CROSS ROADS may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.
2. FRISCO and CROSS ROADS shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. FRISCO and CROSS ROADS shall each make their respective payments from current revenues available to the paying party.
3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party.
4. The undersigned officer and/or agents of the party hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.
5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall commence on the effective date and terminate on September 1, 2022 and shall automatically renew for successive one year terms, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.

7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

14. It is expressly understood and agreed that each party will follow all requirements for purchasing required under Texas Local Government Code Chapter 252.

EXECUTED hereto on the day and year first above written.

CITY OF FRISCO

TOWN OF CROSSROADS

\_\_\_\_\_  
George Purefoy  
City Manager

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

**STATE OF TEXAS** §

**COUNTY OF COLLIN** §

This instrument was acknowledged before me on the \_\_ day of \_\_\_\_\_, 2021, by George Purefoy, City Manager of the **CITY OF FRISCO, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

**STATE OF TEXAS** §

**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on the \_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ of the **TOWN OF CROSSROADS, TEXAS**, a general law Type A municipality.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas



## COUNCIL AGENDA BRIEFING SHEET

---

Meeting Date:

September 7, 2021

Agenda Item:

Consider approval of an Interlocal Agreement with the Denton County for shared governance Communications and Dispatch Services System and a cooperative purchasing agreement and authorize the Police Chief to execute the same.

Prepared by:

Shaun Short, Police Chief

Description:

Staff is requesting the authorization of an interlocal agreement to provide emergency telecommunications and dispatch services to the Town of Cross Roads Police Department by the Denton County Sheriff's Office. The cost of the service for FY2022 is \$24,629. This agreement is for one year and cost is based on the service used.

Staff Recommended Action:

Staff recommends approval of the interlocal agreement.

Attachments:

Resolution

Interlocal Agreement – Denton County

STATE OF TEXAS           §  
  §  
COUNTY OF DENTON       §

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

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

**Name of Agency:   The Town of Crossroads Police Department**

hereinafter referred to as "Agency".

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

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

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

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

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

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

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

3.       **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one year period beginning **October 1, 2021** and ending on **September 30, 2022**.

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

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

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

Agency workload percentages are calculated by:

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

County:	1	Denton County Judge Denton County Commissioners Court 110 West Hickory, Room #207 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	The Town of Crossroads Police Department
Contact Person	Chief Shaun Short
Address	1401 FM 424
City, State, Zip	Crossroads, TX 76227
Telephone	940-441-4226
Email	<a href="mailto:s.short@crossroadstx.gov">s.short@crossroadstx.gov</a>

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

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

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

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

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

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

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

**DENTON COUNTY, TEXAS**

**AGENCY**

\_\_\_\_\_  
Andy Eads, County Judge  
Denton County Commissioners Court  
110 West Hickory, Room #207  
Denton, Texas 76201  
(940)349-2820

\_\_\_\_\_  
Shaun Short, Police Chief  
\_\_\_\_\_  
The Town of Crossroads Police Department  
\_\_\_\_\_  
1401 FM 424  
\_\_\_\_\_  
Crossroads, TX 76227  
\_\_\_\_\_  
(940)441-4226

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

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

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

Approved as to content:

Approved as to content:

\_\_\_\_\_  
Denton County Sheriff's Office

\_\_\_\_\_  
Agency

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Assistant District Attorney  
Counsel to the Sheriff

\_\_\_\_\_  
Attorney for Agency

## Exhibit A

### 2021-22 Budget Year Denton County Sheriff's Office Communications Agreement Agency Payment Worksheet

<b>Agency:</b>	<b>The Town of Crossroads Police Department</b>
Payment Contact Person:	Chief Short and/or K. Gilbert
Phone Number:	940-441-4226
Email(s):	<a href="mailto:s.short@crossroadstx.gov">s.short@crossroadstx.gov</a> and/or <a href="mailto:k.gilbert@crossroadstx.gov">k.gilbert@crossroadstx.gov</a>
Address:	1401 FM 424
City, State, Zip	Crossroads, TX 76227
<b>AGENCY TOTAL AMOUNT DUE</b>	<b>\$ 24,629.00</b>

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	<b>Denton County</b>
Mail payments to:	<b>Communications Agreement Payments Denton County Auditor 401 W. Hickory, Suite 423 Denton, Texas 76201-9026</b>

Payment Plan Options	1		One Annual Payment (100%)
	2		Two Payments (50%)
<b>Agency <span style="background-color: yellow;">MUST</span> Select One Payment Option</b>	3	<input checked="" type="checkbox"/>	Four Payments (25%)
	4		Twelve Monthly Payments
	5		Other Payment Option

**Exhibit B**

**TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)**  
**NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2021-2022**

Twenty-Four Hour Terminal Agency	<b>DENTON COUNTY SHERIFF'S OFFICE</b>
Non Twenty-Four Hour Terminal Agency	<b>The Town of Crossroads Police Department</b>

This document constitutes an agreement between the following parties:

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

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

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

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

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

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

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

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

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

**DENTON COUNTY SHERIFF'S OFFICE**

**AGENCY**

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

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

By: **Tracy Murphree**

By: **Shaun Short**

Title: **Denton County Sheriff**

Title: **Police Chief**

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

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



## COUNCIL AGENDA BRIEFING SHEET

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Meeting Date:

September 7, 2021

Agenda Item:

Consider a resolution to participate in the Greater Dallas-Fort Worth Regional Law Enforcement Mutual Aid Task Force Agreement with area law enforcement agencies for the purpose of providing and receiving law enforcement assistance.

Prepared by:

Shaun Short, Police Chief

Description:

Staff is requesting that the Town Administrator be authorized to execute the attached "Greater Dallas-Fort Worth Regional Law Enforcement Mutual Aid Task Force Agreement" which establishes how assistance may be requested, the response to a request for assistance, operational control, rights to reimbursement and liability.

Recommended Action:

Staff recommends approval of resolution.

Attachments:

Resolution

Greater Dallas-Fort Worth Regional Law Enforcement Mutual Aid Task Force Agreement

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CROSS ROADS, TEXAS TO FORM A REGIONAL LAW ENFORCEMENT MUTUAL AID TASK FORCE AGREEMENT WITH OTHER AREA LAW ENFORCEMENT AGENCIES FOR THE PURPOSE OF PROVIDING AND RECEIVING LAW ENFORCEMENT ASSISTANCE;

WHEREAS, the Town of Cross Roads desires to contribute to the protection and safety of citizens in this Town and in surrounding communities; and

WHEREAS, the legislature has authorized the formation of interlocal assistance agreements between and among the cities and their law enforcement agencies; and

WHEREAS, the Town of Cross Roads wishes to participate in an interlocal assistance agreement among local law enforcement agencies in the greater Dallas-Ft. Worth North Texas area for the purpose of providing and receiving law enforcement assistance; and

WHEREAS, the Cross Roads Police Department and other local law enforcement agencies have tentatively approved an Interlocal assistance agreement to be known as the Greater Dallas– Fort Worth Regional Law Enforcement Mutual Aid Task Force Agreement; and

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

SECTION 1. That the Mayor is hereby authorized to execute the attached “Greater Dallas-Fort Worth Regional Law Enforcement Mutual Aid Task Force Agreement.”

SECTION 2. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Town of Cross Roads, and it is accordingly so resolved.

APPROVED on this the 7<sup>th</sup> day of July, 2021.

ATTEST:

APPROVED:

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

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

**GREATER DALLAS-FORT WORTH REGIONAL  
LAW ENFORCEMENT MUTUAL AID TASK FORCE  
AGREEMENT**

1. Preamble:

WHEREAS, the governmental entities which are parties to this agreement desire to form a law enforcement mutual aid task force to cooperate in the investigation of criminal activity; enforcement of the laws of this State; and, to protect health, life and property from riot, disaster, threat of concealed explosives, unlawful assembly characterized by force and violence or threatened violence by groups of three or more persons; and,

WHEREAS, Chapter 791, et. seq. of the Texas Government Code authorizes local government entities to enter into Interlocal Contracts and Section 362.002 of the Texas Local Government Code specifically authorizes Mutual Aid Task Force agreements such as this agreement;

NOW, THEREFORE, it is mutually agreed by the parties hereto to enter into this Agreement upon the following terms:

2. Definitions:

The following terms shall have the following meanings when used in this Agreement:

“Law Enforcement Officer” means any commissioned peace officer as defined under the Texas Code of Criminal Procedure.

“Member” means any local government entity, including the Dallas-Fort Worth International Airport Board (hereinafter “DFW Airport”), which is a party to this Agreement.

“Chief Law Enforcement Officer” means the Chief of Police or the Director of Public Safety of a municipality or DFW Airport, or the Sheriff of a County.

“Requesting Member” means a member who requests law enforcement assistance from another member under this Agreement.

“Responding member” means a member to whom a request for assistance is directed by a requesting member under this Agreement.



3. Name:

The members hereby form a mutual aid law enforcement task force to be named the Greater Dallas-Forth Worth Regional Law Enforcement Mutual Aid Task Force (hereinafter "Task Force").

4. Purpose:

The purpose of the Task Force is to cooperate in the investigation of criminal activity; enforcement of the laws of this State; and, to protect health, life and property from riot, disaster, threat of concealed explosives, unlawful assembly characterized by force, and violence or threatened violence by groups of three or more persons.

5. Request for Assistance:

Any request for assistance under this Agreement shall, when reasonably possible, include a statement of the amount and type of equipment and number of law enforcement personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched. However, the amount and type of equipment and number of personnel actually furnished by a responding member shall be determined by the responding member's chief law enforcement officer or his designee.

6. Response to Request for Assistance:

Responding members will assign law enforcement officers to perform law enforcement duties outside the responding member's territorial limits, but within the territorial limits of a requesting member, subject to the responding member's determination of availability of personnel and discretion when:

A. Such assignment is requested by the chief law enforcement officer or his designee, of a requesting member, and

B. The chief law enforcement officer, or his designee, of the responding member has determined, in his sole discretion, that the assignment is necessary to fulfill the purposes of this agreement in providing police protection and services within the territorial limits of the requesting member.

7. Operational control:

All personnel of the responding member shall report to the requesting member's officer in tactical control at the location to which said law enforcement personnel have been dispatched and shall be under the operational command of the requesting member's chief law enforcement officer or his designee.

8. Release:

Law Enforcement Officers of the responding member will be released by the requesting member when their services are no longer necessary.

9. Withdrawal from Response:

The chief law enforcement officer, or his designee, of the responding member, in his sole discretion, may at any time withdraw the personnel and equipment of the responding member or discontinue participation in any activity initiated pursuant to this Agreement.

10. Qualifications of Office and Oath:

While any law enforcement officer regularly employed by a responding member is in the service of the requesting member under this Agreement, said law enforcement officer shall be deemed to be a peace officer of the requesting member and be under the command of the requesting member's chief law enforcement officer with all powers of a law enforcement officer of the requesting member as if said law enforcement officer were within the territorial limits of the governmental entity where said officer is regularly employed. The qualifications of office of said law enforcement officers where regularly employed shall constitute his or her qualifications for office within the territorial limits of the requesting member and no additional oath, bond or compensation shall be required.

11. Right to Reimbursement:

Each party to this agreement, when providing services of personnel as a responding party, expressly waives the right to receive reimbursement for services performed or equipment utilized under this Agreement even though a request for such reimbursement may be made pursuant to Chapter 362 of the Texas Local Government Code.

12. Officer Benefits:

Any law enforcement officer or other police personnel assigned to the assistance of another member pursuant to this Agreement shall receive the same wage, salary, pension, and all other compensation in all other rights of employment in providing such service, including injury, death benefits and worker compensation benefits and well as any available insurance, indemnity or litigation defense benefits. Said benefits shall be the same as though the law enforcement officer or personnel in question had been rendering service within the territorial limits of the member where he or she is regularly employed. All wage and disability payments, including worker compensation benefits, pension payments, damage to equipment, medical expenses, travel, food and lodging shall be paid by the member which regularly employs the officer providing service pursuant to this Agreement in the same manner as though such service had been rendered within the limits of the member where such person or law enforcement officer is

regularly employed. Each responding member shall remain responsible for the payment of salary and benefits as well as for legal defense of the responding member's officers or personnel when acting pursuant to this agreement.

13. Liability:

In the event that any person performing law enforcement services pursuant to this Agreement shall be named or cited as a party to any civil claim or lawsuit arising from the performance of their services, said person shall be entitled to the same benefits from their regular employer as they would be entitled to receive if such similar action or claim had arisen out of the performance of their duties as a member of the department where they are regularly employed and within the jurisdiction of the member by whom they are regularly employed. The Members hereby agree and covenant that each Member shall remain solely responsible for the legal defense and any legal liability due to the actions of an officer or other personnel regularly employed by said member. Nothing herein shall be construed to expand or enlarge the legal liability of a Member for any alleged acts or omissions of any employee beyond that which might exist in the absence of this Agreement. Nothing herein shall be construed as a waiver of any legal defense of any nature whatsoever to any claim against a Member or against an officer or employee of a Member.

14. Waiver of Claims:

Each party of this Agreement to its members respectively waives all claims against each and every other party or member for compensation from any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement even though such alleged damage may have or is alleged to have occurred as a result of alleged negligent or other tortious conduct of any party to this Agreement.

15. Immunity Not Waived:

The parties hereto expressly do not waive any immunity or other defenses to any civil claims with the execution of this agreement. It is understood and agreed that, by executing this Agreement, no party or member hereto waives, nor shall be deemed hereby to waive, any immunity or defense which otherwise is available in claims arising which are signs of or connection with, any activity conducted pursuant to this Agreement.

16. Venue:

Each party to this Agreement agrees that if legal action is brought under this Agreement, the venue shall lie in the county in which the defendant member is located, and if located in more than one county, then it shall lie in the county in which the principal offices of said defendant member are located. The Parties hereby stipulate and agree that this Agreement is to be construed and applied under Texas law.

17. Arrest Authority Outside Primary Jurisdiction:

It is expressly agreed and understood that a law enforcement officer employed by a responding party who performs activities pursuant to this Agreement may make arrests outside the jurisdiction in which said officer is regularly employed, but within the area covered by this Agreement; provided, however, that the law enforcement agency of the requesting jurisdiction and/or the jurisdiction in which the arrest is made shall be notified of such arrest without unreasonable delay. The police officers employed by the parties to this Agreement shall have such investigative or other law enforcement authority in the jurisdictional area encompassed by the members, collectively, to this Agreement as is reasonable and proper to accomplish the purposes for which a request for mutual aid assistance is made pursuant to this Agreement.

18. Clauses Severable:

The provisions of this Agreement are to be deemed severable such that should any one or more of the provisions or terms contained in this Agreement be, for any reason, held to be invalid, illegal, void, or unenforceable; such holding shall not affect the validity of any other provision or term herein and the agreement shall be construed as if such invalid, unenforceable, illegal or void provision or term did not exist.

19. Termination:

Any Party to this Agreement may terminate its participation or rights and obligations as a Party by providing thirty (30) days written notice via certified mail to the Chief Law Enforcement Officer of every other Party. Should one Party terminate its participation in, or withdraw from, this Agreement, such termination or withdrawal shall have no effect upon the rights and obligations of the remaining Parties under this Agreement.

20. Effective Date:

This Agreement becomes effective immediately upon the execution by the Parties hereto and continues to remain in effective until terminated pursuant to Section 19 above.

21. Modification:

This Agreement may be amended or modified by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement. This instrument contains the complete agreement of the parties hereto and any oral modifications, or written amendments not incorporated to the Agreement, shall be of no force or effect to alter any term or condition herein.

22. Execution of Agreement:

This Agreement shall be executed by the duly authorized official of the respective Parties pursuant to approving resolutions of the governing body of the respective units of local government. Copies of said approving resolutions shall be attached hereto and made a part hereof. This agreement may be executed in multiple original copies by the respective Parties.

23. Compliance with Law:

The Parties shall observe and comply with all applicable Federal, State and Local laws, rules, ordinances and regulations that affect the provision of services provided herein.

24. Interjurisdictional Pursuit Agreement:

The Parties hereto expressly understand and agree that this agreement does not in any way modify or restrict the procedures or guidelines which are followed by any law enforcement agency or Member pursuant to the Inter-Jurisdictional Pursuit Policy Agreement to which some Members or their law enforcement agencies, may be parties. To the extent any provision of, or action taken pursuant to, the Inter-Jurisdictional Pursuit Policy Agreement may be construed to conflict with the terms and conditions of this Agreement, the terms of the Inter-Jurisdictional Pursuit Policy Agreement shall control as to those particular actions.

25. Coordinating Agency.

The Parties hereby agree that the City of Highland Park Department of Public Safety shall served as the Coordinating Agency of the Agreement. The Chief Law Enforcement Officer, or his designee, of said Coordinating Agency shall maintain on file executed originals of this Agreement, related resolutions or orders of the Parties and other records pertaining to this Agreement. Said Coordinating Agency shall notify all members of the identity of the current Parties hereto every twelve (12) months.

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Executed and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by:

Member Agency: \_\_\_\_\_

Authorized official: \_\_\_\_\_

Printed name: \_\_\_\_\_

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

Date of governing body approving resolution: \_\_\_\_\_



## COUNCIL AGENDA BRIEFING SHEET

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Meeting Date:

September 7, 2021

Agenda Item:

Consider approval of an Interlocal Agreement with the Town of Little Elm for Jail Services for Class C Misdemeanors and authorizing the Town Administrator to execute the same.

Prepared by:

Shaun Short, Police Chief

Description:

Staff is requesting that the Town Administrator be authorized to execute the attached Standard Contract for Jail Services with the Town of Little Elm. This contract will provide a location to take individuals charged with a Class C Misdemeanor when necessary, as Denton County does not have space to accommodate these individuals.

Recommended Action:

Staff recommends approval of agreement.

Attachments:

Standard Contract for Jail Services

**Town of Little Elm, Texas  
Standard Contract for Jail  
Services**

**Jail Services for the Town of Cross Roads  
Class C Misdemeanor Prisoners**

This Agreement is made by and between the Town of Little Elm, Texas, a Texas home rule municipality (hereinafter referred to as the "Town") and the Town of Cross Roads, a Type A general law municipality, (hereinafter referred to as the "Town of Cross Roads") for Jail Services, (hereinafter referred to as the "Service"). (Town and the Town of Cross Roads referred to hereafter collectively as "the Parties" or separately as "Party"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Town of Cross Roads hereby agree as follows:

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1. **SCOPE OF SERVICES.** The Services to be performed are specified below. Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the Town in writing.

**11** Jail Services provided by the Town to the Town of Cross Roads for Class C Misdemeanor Municipal Warrants and Class C prisoners shall be at a rate of \$50.00 per prisoner for the first twenty-four (24) hours after the prisoner has completed the booking process and placed in a cell in the Town's jail unless, by the order of the Town of Cross Roads Municipal Court Judge, the prisoner is required to layout any and all fine amounts. Any time served by a prisoner beyond the initial twenty-four (24) hour period after booking will incur an additional charge of \$25.00 per day for that prisoner. The rate paid by the Town of Cross Roads includes temporary housing for a prisoner, safeguarding a prisoner's personal property, providing meals to a prisoner, jail uniforms to prisoners (when appropriate) and 24-hour monitoring of prisoners.

**12** Transportation of Town of Cross Roads prisoners shall be provided by the Town of Cross Roads to the Town of Little Elm Jail.

**13** Prisoner arraignment shall be the responsibility of the Town of Cross Roads Municipal Court Judge or the Judge's designee. All cost associated with arraignment will be the responsibility of the Town of Cross Roads.

**14** The Town of Cross Roads will be responsible for collecting payment and processing fine/bond receipts associated with all of the Town of Cross Roads prisoners.

2. **SCHEDULE OF WORK.** The Town agrees to begin services beginning October 1, 2021.

3. **CONTRACT PERIOD.** The contract period for this Agreement is twelve (12) months from the date listed above. All pricing is to remain firm during this contract period. This Agreement is renewable for up two (2) additional one-year terms on an annual basis.
4. **COMPENSATION.** The Town's compensation for services and expenses to be incurred is specified in Section 1.
5. **PAYMENTS.** Payments for services provided by the Town are due monthly and shall be paid not later than thirty (30) days after the Town's receipt of an invoice provided from the Town. The Town will provide detailed report / invoice for services rendered the prior month.
6. **INVOICING.** All invoices shall be submitted to the Town of Cross Roads as follows:

Attention:	Chief Shaun Short
Address:	1401 FM 424
City, State, Zip:	Cross Roads, Texas 76227

7. **INDEMNIFICATION AND PARTY LIABILITY.**

7.1. TO THE EXTENT ALLOWED BY LAW, EACH PARTY HERETO SHALL INDEMNIFY AND SAVE HARMLESS THE OTHER PARTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES FOR INJURY OR DEATH TO ANY PERSON OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF THE PARTY, ITS OFFICERS, AGENTS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

7.2 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE EXECUTION OF THIS AGREEMENT, NO PARTY WAIVES, NOR SHALL BE DEEMED HEREBY TO WAIVE, ANY IMMUNITY OR DEFENSE THAT WOULD OTHERWISE BE AVAILABLE TO OR AGAINST CLAIMS ARISING IN THE EXERCISE OF GOVERNMENTAL FUNCTIONS RELATING HERETO OR OTHERWISE. BY ENTERING INTO THIS AGREEMENT, THE PARTIES DO *NOT* CREATE ANY OBLIGATIONS EXPRESSED OR IMPLIED, OTHER THAN THOSE SET FORTH HEREIN, AND THIS AGREEMENT SHALL NOT CREATE ANY RIGHTS IN ANY PARTY NOT SIGNATORY HERETO. THE REMEDIES OF A PARTY HERETO WITH RESPECT TO A CLAIM AGAINST ANOTHER PARTY HERETO SHALL BE IMPAIRED BY THIS AGREEMENT WHEN THE CLAIM DOES NOT ARISE FROM THE USE AND OPERATION OF THE FACILITY.



**7.3** EACH PARTY AGREES TO AND ACCEPTS FULL RESPONSIBILITY FOR THE ACTS, NEGLIGENCE AND/OR OMISSIONS OF SUCH PARTY'S OFFICERS, AGENTS AND EMPLOYEES PARTY'S IN THE EXECUTION AND PERFORMANCE OF THIS AGREEMENT.

- 8. TERMINATION OF CONTRACT.** The Town or Town Cross Roads may terminate this Agreement upon thirty (30) days written notice to the other Party.
- 9. NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the Town and the Town of Cross Roads, the Town and the Town of Cross Roads agree to submit such disagreement to non-binding mediation in accordance with the Governmental Dispute Resolution Act (Chapter 2009, Texas Government Code) before pursuing any other legal remedy.
- 10. ENTIRE CONTRACT.** This Agreement is the entire contract between the Town and the Town of Cross Roads concerning the Service. There are no understandings or contracts regarding the Service other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties.
- 11. NOTICES.** All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

If to Town:  
Town of Little Elm  
Rebecca Hunter  
Purchasing Agent  
100 W. Eldorado  
Little Elm, TX 75068  
[Contracts@littleelm.org](mailto:Contracts@littleelm.org)

If to Cross Roads:  
Cross Roads Police Department  
Chief Shaun Short  
1401 FM 424  
Cross Roads, TX 76227  
[s.short@crossroadstx.gov](mailto:s.short@crossroadstx.gov)

12. **LEGAL CONSTRUCTION.** If any one or more of the provision contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respects by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.
  
13. **GOVERNING LAW.** The validity of this Agreement and any of its term or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be in a state court of competent jurisdiction located in Denton County, Texas.
  
14. **ASSIGNMENT.** This Agreement may not be assigned by any Party without the prior consent of the other Party.
  
15. **SEVERABILITY.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.
  
16. **INTERLOCAL COOPERATION AGREEMENT; CURRENT FUNDS.** This Agreement constitutes an interlocal agreement between parties pursuant to the Interlocal Cooperation Act (Chapter 791, Texas Government Code) relating to a governmental function. In paying for any obligations pursuant to this Agreement, the paying party must make those payments from current funds available to the paying Party.
  
17. **COUNTERPARTS.** This agreement may be signed in multiple counters, each of which shall be deemed to be an original.
  
18. **EFFECTIVE DATE.** This Agreement shall be effective on the date indicated above once it is signed by authorized representatives of the Town and the Town of Cross Roads below.

(signatures on following page)

SIGNED AND AGREED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

Town of Cross Roads

By \_\_\_\_\_  
Town Administrator

ATTEST:

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

SIGNED AND AGREED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

Town of Little Elm

By \_\_\_\_\_  
Town Manager

ATTEST:

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



## COUNCIL AGENDA BRIEFING SHEET

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Meeting Date:

September 7, 2021

Agenda Item:

Consider approval of an ordinance amending the Town of Cross Roads Master Fee Schedule.

Prepared by:

Kristi Gilbert, Town Administrator

Description:

As part of June budget discussions on the Fiscal Year 2021 Amended Budget and the Fiscal Year 2022 Proposed Budget, Staff present a report on the fees that are currently assess by the Town for permits, inspections, and other services. Staff identified areas where the Town is no recovering the costs associated with plan review and inspections. A municipality is tasked with providing services to protect the health, safety and welfare of it's citizens. The permitting process is a significant component of that overarching task. While the Town should not make a profit on these services, it is important that both hard and soft costs associated with these activities are recovered. This item is for the consideration of amendments to the Town's Master Fee Schedule that has not been thoroughly evaluated since 2014. The fee schedule presented for consideration is what was discussed by the Town Council in June and is what the revenue numbers from permitting and inspection activities is based on for the Fiscal Year 2022 budget.

Staff Recommended Action:

Staff recommends approval of the ordinance amending the fee schedule.

Attachments:

Ordinance

TOWN OF CROSS ROADS  
ORDINANCE NO. 2021-0907-\_\_

AN ORDINANCE OF THE TOWN OF CROSS ROADS, TEXAS, AMENDING APPENDIX A “FEE SCHEDULE” OF THE TOWN OF CROSS ROADS CODE OF ORDINANCES BY REPEALING IT IN ITS ENTIRETY AND ADOPTING A NEW FEE SCHEDULE FOR THE TOWN OF CROSS ROADS; PROVIDING A PENALTY FOR A VIOLATION PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Cross Roads, Texas is a Type A General Law Municipality; and,

WHEREAS, the Town Council of the Town of Cross Roads finds it necessary for the public health, safety and welfare that development occur in a controlled and order manner; and

WHEREAS, the Town has conducted a review and a consolidation of certain fees for licenses, permits, inspections and services provided by the Town; and

WHEREAS, the Town Council finds it necessary to repeal the current Fee Schedule in Appendix “A” of the Town of Cross Roads Code of Ordinances in it’s entirety; and,

WHEREAS, the Town Council finds it necessary to consolidate the fees collected for licenses, permits, inspection and services provided by the Town into a new Appendix “A” of the Town of Cross Roads Code of Ordinances.

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

SECTION 1. That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2. That Appendix A of the Town of Cross Roads Code of Ordinances be repealed in its entirety and replaced with a new Appendix A attached as Exhibit “A” and is incorporated herein as if copied in its entirety.

SECTION 3. That this Ordinance shall be cumulative of all other Town Ordinances and all other provisions of other Ordinances adopted by the Town which are inconsistent with the terms or provisions of the Ordinance are hereby repealed.

SECTION 4. That future amendments, changes and revisions to the Master Fee Schedule may be effected by resolution or ordinance of the Town Council, and not by ordinance only. To facilitate future amendments, the Council may enact a resolution that adopts a revised fee schedule that replaces the existing master fee schedule.

SECTION 5. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of

Ordinances of the Town of Westlake, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6: It is hereby declared to be the intention of the Town Council of the Town of Cross Roads, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the Town Council of the Town of Cross Roads without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 7: This ordinance shall take effect October 1, 2021.

DULY ADOPTED AND APPROVED by the Town Council of the Town of Cross Roads, Texas, on this the 7<sup>th</sup> day of September, 2021.

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T. Lynn Tompkins, Jr.  
Mayor

ATTEST:

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Donna Butler  
Town Secretary

[SEAL]

EXHIBIT A  
MASTER FEE SCHEDULE

# APPENDIX A - FEE SCHEDULE

## SECTION A. BUILDING PERMIT, INSPECTION AND PLAN REVIEW FEES

### 1.0 New Residential Construction Fees

	<u>Fees</u>
<b>1.1 Plan Review Fee</b>	35% of permit fee
<b>1.2 Building Permit Fees</b>	
Finished Space	\$0.75 per square foot (\$1,000 min)
Unheated Space	\$0.45 per square foot
<b>1.3 Building Inspection Fees</b>	
Total Residential Space Permit	\$0.20 per square foot (\$900 minimum)
Accessory Space (Setbacks & Square Foot verification)	\$80.00
Re-inspection per visit** (Other than non-occupied new residential space)	\$80.00
Red Tag Fee *	\$80.00

Example: 2,200 sf finished space and 600 sf unheated space would have the following fees:

Plan Review Fee: 35% of \$1,920 = \$672

Permit Fee: (2,200 x 0.75) + (600 x 0.45) = \$1,650 + \$270 = \$1,920

Inspection Fee: 2,800 x 0.20 = \$560, requires \$900 minimum

Total: \$672 when plans are submitted + \$2,820 when plans are picked up

### 2.0 Residential Remodeling or Addition to Main Building Construction Fees

	<u>Fees</u>
<b>2.1 Plan Review Fee</b>	35% of permit fee (\$120 min)
Re-inspection per visit**	\$80.00
<b>2.2 Building Permit Fee</b>	\$0.45 per square foot + \$100
<b>2.3 Building Inspections</b>	
Price per Inspection as determined required**	\$80.00
Red Tag Fee*	\$80.00

### 3.0 Residential Accessory Structure

	<u>Fees</u>
<b>3.1 Plan Review Fee</b>	\$ 75.00
Re-inspection per visit**	\$80.00
<b>3.2 Building Permit Fee</b>	\$0.45 per square foot + \$100
<b>3.3 Building Inspections</b>	
Price per Inspection as determined required**	\$80.00
Red Tag Fee*	\$80.00



#### **4.0 New Commercial Construction Fees**

	<b><u>Fees</u></b>
<b>4.1 Plan Review Fee</b>	50% of permit cost
<b>4.2 Building Permit Fees</b>	\$1,400 min.
Permit Fee Calculated According to the formula in the International Code Council (ICC) Building Valuation Data Report updated by the ICC every six months utilizing the Permit Fee Multiplier of 0.0075. February 2021 Report Attached as Exhibit A.	
<b>4.3 Building Inspection Package Fees</b>	
New Commercial Space - Included in Permit Cost	\$0.00
Accessory Space (Setbacks & Square Foot verification under 1500 square foot)	\$80.00
Re-inspection per visit** (Other than non-occupied new commercial space)	\$80.00
Red Tag Fee*	\$80.00
<b>4.4 Other Inspections and Fees</b>	
Inspections for which no fee is specifically indicated (minimum charge per hour)	\$80.00
Additional plan review required by changes, additions or revisions to plans (minimum charge per hour)	\$80.00
For use of outside consultants for plan checking and inspections, or both e.g. Fire & Health Departments, Engineer, Legal. (Actual costs plus administrative and overhead costs of 15%.)	Actual Costs + 15%
<b>4.5 Certificate of Occupancy</b>	See Section A.7.0

#### **5.0 Commercial Remodeling, White-box, or Addition to Main Building Construction Fees**

	<b><u>Fees</u></b>
<b>5.1 Plan Review Fee</b>	50% of Permit Cost
<b>5.2 Building Permit Fee</b>	\$750 for first \$50,000 + \$6.00 each additional \$1,000
<b>5.3 Building Inspection Package Fees</b>	
New Commercial Space - Included in Permit Cost	\$0.00
Accessory Space (Setbacks & Square Foot verification under 1500 square foot)	\$80.00
Re-inspection per visit** (Other than non-occupied new commercial space)	\$80.00
Red Tag Fee*	\$80.00
<b>5.4 Other Inspections and Fees</b>	
Inspections for which no fee is specifically indicated (minimum charge per hour)	\$80.00
Additional plan review required by changes, additions or revisions to plans (minimum charge per hour)	\$80.00
For use of outside consultants for plan checking and inspections, or both e.g. Fire & Health Departments, Engineer, Legal. (Actual costs plus administrative and overhead costs of 15%.)	Actual Costs + 15%
<b>5.5 Certificate of Occupancy</b>	See Section A.7.0

<b>6.0 Septic System Permit Fees</b>	<b>Inspector Fee</b>	<b>Admin Fee</b>	<b>Total Fee</b>
6.1 Residential Aerobic System New/Replacement	\$450.00	\$200.00	\$650.00
6.2 Residential Conventional System New/Replacement	\$450.00	\$60.00	\$510.00
6.3 Commercial Aerobic System New/Replacement	\$450.00	\$200.00	\$650.00
6.4 Commercial Conventional System New/Replacement	\$500.00	\$60.00	\$560.00
6.5 Repair or Modification Permit & Inspection Fee	\$80.00		\$80.00
6.6 Re-Inspections**/Red Tag Fee*	\$80.00		\$80.00

<b>7.0 Miscellaneous Fees</b>	<b>Fee</b>
7.1 Certificate of Occupancy Inspection ( <i>Residential</i> )	\$90.00
7.2 Certificate of Occupancy Inspection (Commercial <2000 square foot)	\$125.00
7.3 Certificate of Occupancy Inspection (Commercial >2000 square foot)	\$175.00
7.4 Grading and Drainage Plan (minor, no engineer review)	\$200.00
7.5 Grading and Drainage Plan, with engineer review	\$450.00
7.6 Temporary Utility Pole ( <i>Without Building Permit</i> )	\$125.00
7.7 Retaining Wall (requiring engineering review and inspection)	\$450.00
7.8 Subdivision Culvert (pre-determined engineering)	\$250.00
7.9 Non-Subdivision Culvert (requiring engineering)	\$450.00
7.10 Culvert Reinspection	\$125.00
7.11 Pool / Spa ( <i>above ground</i> ) plus fence, review & inspections	\$400.00
7.12 Pool / Spa ( <i>in ground</i> ) plus fence, review & inspections	\$450.00
7.13 Propane/natural gas ( <i>No Inspection if certified certificate filed</i> )	\$150.00
7.14 Commercial Irrigation System Permit & Inspection	\$200.00
7.15 Roof Permit & Inspection	\$0.00
7.16 Demolition Permit & Inspection	\$225.00
7.17 Tree Preservation Permit & Inspection ( <i>No Charge at this time</i> )	<i>No Charge</i>
7.18 Zoning Verification Letter	\$25.00
7.19 Civil Construction Inspections	
7.19 Use of outside consultants	Actual Costs + 15%
For use of outside consultants for plan checking and inspections, or both.i.e; example Fire & Health Departments inspections. (Actual costs plus administrative and overhead costs of 15%.)	

## **8.0 Fire Code Compliance Permits & Inspections**

## **Total Fee**

8.1 Non-CAD Submittal Fee	\$100 per submittal
8.2 General Inspections	\$50 per inspection
8.3 Alarm	\$150.00 + \$0.017 per Square Foot or Portion Thereof
8.4 Alarm (Water Flow Monitor)	\$150.00 per System
8.5 Sprinkler	\$150.00 + \$0.017 per Square Foot or Portion Thereof
8.6 Single Family Residence Sprinkler	\$150.00 per Residence
8.7 Access Control	\$150.00 per System
8.8 Hood/FM 200 Systems	\$150.00 per System
8.9 Underground Fire Main	\$150.00 per Line
8.10 Remote Fire Department Connection	\$150.00 per Line
8.11 Fire Lane - Modification	\$150.00 per Site
8.12 Fire Lane - Control Devices	\$150.00 per Site
8.13 Gate Access Systems	\$150.00 per Gate
8.14 Standpipe System	\$150.00 per System
8.15 Fire Pump and Related Equipment	\$150.00 per Pump
8.16 Battery System	\$150.00 per System
8.17 Christmas Tree Lot	\$150.00 per System
8.18 Flammable/Combustible Liquids	\$150.00 per Permit
8.19 Flammable/Combustible Storage Tanks	\$500.00 for First Tank, \$75 for each Additional Tank
8.20 LP - Gas	\$150.00 per Permit
8.21 Compressed Gases	\$150.00 per Permit
8.22 Hazardous Materials	\$150.00 per Permit
8.23 Spray or Dipping	\$150.00 per Booth
8.24 Temporary Membrane Structure, Tents and Canopies	\$150.00 per Tent
8.25 Burn	\$50.00 per Annual Permit
8.26 Working without a permit	Two times the Permit Fee in Addition to the Permit Fee
8.27 Re-Inspection (Permits)	\$75.00 Shall be Charge for Failing the Initial Permit Inspection. \$150.00 2nd Inspection, Fee Doubles each inspection to a max of \$600.00.
8.28 Re-Submittal Fee	\$75.00 Shall be Charged for any Plans requiring Re-Submittal

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8.29 Red Tag Fee

\$100.00 Shall be Charged to any Business Owner/Property Manager/Responsible Person in Charge of a Business, Property, or Tenant Space per incident where a system is required by the Texas State Fire Marshal's Office to receive an annual or semi-annual inspection and is "Red Tagged" by a licensed company conducting the Inspection.

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8.30 Re-Inspections (Generals)

\$100.00 Shall be Charged to any Business Owner/Property Manager/Responsible Person in Charge of a Business, Property, or Tenant Space for failing to comply with General Fire Safety Inspections after the First Inspection visit, \$150.00 shall be charged for each inspection visit thereafter. Similar violation (s) repeated on previous general inspection(s) are immediately charged \$150.00 for all Re-Inspections after the first.

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**9.0 Oil and Gas Drilling, Pipeline and Production Permits**

9.1 Oil / Gas Well Drilling and Pipeline Permit Application Fee	\$9,000.00 plus Professional Fees
9.2 Oil / Gas Board of Review Application	\$300.00 plus Professional Fees
9.3 Oil / Gas Well Appeal	\$300.00 plus Professional Fees
9.4 Reimbursement for Public Notices	To Be Determined By Town
9.5 Administrative Fee (Annual)	\$100.00 plus Professional Fees
9.6 Use of Public Roads, Street Crossings	Basic Rate: \$1.00 per linear foot of pipe up to and including 6" in diameter. Oversize Rate: Additional \$0.50 per inch of nominal diameter per linear foot over and above 6" in
9.7 Use of the Right-of-Way for Monitoring Wells (Oil & Gas Pipeline Only)	Basic Rate: \$250.00 for a well 12" or less in diameter and 20' or less in depth. Good for two years: rate increased by \$100.00 for each additional year authorized in the permit

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**10.0 Other Inspections and Fees**

10.1 Inspections for which no fee is specifically indicated (minimum charge per hour)	\$80.00
10.2 Additional plan review required by changes, additions or revisions to plans (minimum charge per hour).	\$80.00
10.3 For use of outside consultants for plan checking and inspections, or both; ie; example Fire & Health Departments inspections. (Actual costs plus administrative and overhead costs of 15%.)	Actual Costs + 15%

**SECTION B. CONSTRUCTION INSPECTION FEES**

The inspection fee will be four percent (4%) of certified construction costs of the land development (including, but not limited to, public and private improvements such as streets, roads, drainage, parking lots, fire water systems, walls, fences, site grading, water features, parks, open space corridors, required landscaping, irrigation, sidewalks, etc, but not include building construction) for subdivisions or re-subdivisions. Estimated inspection fees are to be paid prior to permitting and/or commencement of work on the proposed improvements and the balance based upon certified construction costs prior to acceptance of improvements or issuance of building permits.

**SECTION C. DEVELOPMENT FEES**

**1.0 PROFESSIONAL CONSULTANT AND CONTRACTED SERVICES REVIEW**

A deposit is required in the amount listed in Section B.2. before professional or contracted services commence. These include legal, engineering, landscaping, fire, septic, and other similar services.

**2.0 DEVELOPMENT APPLICATIONS**

	<b><u>Deposit (in addition to Fee)</u></b>		<b><u>Fees</u></b>	
2.1 Annexation Fees			\$	500.00
2.2 Zone Change (A, C1, C2, LI Zones or text amendments)		n/a	\$	500.00
2.3 Zone Change (MU or PD), includes concept plan				
0 to 5 acres	\$	1,500.00	\$	1,000.00
Excess of 5 acres	\$	2,500.00	\$	2,500.00
2.4 Special Use Permit	\$	1,000.00	\$	750.00
2.5 Zone Change Case Withdrawal				
Before publication of a notice of Public Hearing		Balance not used for review.		50% Refund
After Publication		Balance not used for review.		No Refund
2.6 Minor Plat or Replat (with no engineering review)	\$	500.00	\$	500.00
2.7 Preliminary Plat				
Property zoned to a (SF) Single Family District	\$	2,000.00	\$10 per lot plus \$	500.00
Commercial Property or (MF) Multi-Family	\$	4,000.00	\$20 per acre plus \$	500.00
2.8 Final Plat				
Property zoned to a (SF) Single Family District	\$	1,000.00	\$10 per lot plus \$	500.00
Commercial Property or (MF) Multi-Family	\$	2,000.00	\$20 per acre plus \$	500.00
2.9 Civil Construction Plan Review				
Property zoned to a (SF) Single Family District	\$	1,500.00	\$10 per lot plus \$	1,500.00
Commercial Property or (MF) Multi-Family	\$	2,000.00	\$20 per acre plus \$	2,500.00
2.10 Commercial Site Plan				
New Site with no prior development	\$	2,500.00	\$	1,500.00
Pre-Engineered Pad Site	\$	1,500.00	\$	1,500.00

2.11 Vacating Plat		\$	250.00
2.12 Exemption Plat		\$	250.00
2.13 Appeal to Board of Adjustment		\$	400.00
2.14 Variance from Zoning Regulations Considered by Board of Adjustments		\$	400.00
2.15 Waiver Request of Certain Ordinance Requirements to the Town Council		\$	150.00
2.16 Pre-Submittal Conference Fee (consultants e.g. engineer, inspector, building clerk). Must be paid at least 3 business days before meeting	Per Hour (one hour min)	\$	350.00

**SECTION D. BUSINESS RELATED FEES**

**1.0 Business Permits Fees**

**Permit Fee**

1.1 Sexually Oriented Businesses			
Initial License ( <i>Non-refundable</i> )			\$5,000.00
Annual license			\$2,000.00
Transfer Ownership Fee			\$2,000.00
1.2 Bed and Breakfast Annual Permit			\$120.00
1.3 Circus/Carnival/Tent Events			\$200.00
1.4 Peddlers and Solicitors Retail Business Permit			\$120.00
1.5 Liquor License & Renewal Permit			
Initial License ( <i>50% of State Fee (TABC Title 3 Sec. 11.38) Non-refundable</i> )			
Renewal license ( <i>50% of State Fee (TABC Title Sec. 11.38) Non-refundable</i> )			

**2.0 Sign Permit Fees**

**Permit Fee**

2.1 Permanent Business Façade or Hanging Sign			\$100.00
2.2 Permanent Business Free Standing & Monument Sign Fees			\$250.00
2.3 Temporary Business & Residential Signs			No Charge
2.4 Temporary Residential Sign			No Charge
2.5 Political Sign			No Charge
2.6 Construction Sign			No Charge
2.7 Special Event /Garage Sale Sign Permit			No Charge
2.8 Variance Sign Application			\$120.00
2.9 Sign Installed Without Permit			<i>Scheduled Fee Doubled</i>
2.10 Re-Inspections**			\$80.00
2.11 Red Tag Fee*			\$80.00

**3.0 Food Service Permits & Inspections**

**Total Fee**

3.1 Grocery (Per Department - 2 Inspections a Year)	\$450.00
3.2 Restaurant/Club (New Application & Annual Inspections)	\$400.00
3.3 Convenience Store Without Deli (New Application & Annual Inspections)	\$300.00
3.4 Convenience Store With Deli (New Application & Annual Inspections)	\$385.00
3.5 Mobile Food Vendor/Commissary (New Application or Renewal)	\$200.00
3.6 Day Care License & Inspection	\$215.00
3.7 Food Sales at Temporary Event	\$100.00
3.8 Penalty for Fees Not Paid Prior to February 15th each calendar year	\$200.00

**SECTION E: MISCELLANEOUS FEES**

**Fee**

1.1 Document Filing Fee - (County Court House)	115% of Invoice (\$50 minimum)
1.2 Community Room Rental	
Commercial Ventures 3 hrs or less (\$100 refundable cleaning deposit)	\$60.00
Commercial Ventures 3 hrs or more (\$100 refundable cleaning deposit)	\$100.00
Non-profit Organization (\$100 refundable cleaning deposit)	\$0.00
1.3 Appeal Fee for Reconsideration of a denial of an application	\$200.00
1.4 Returned Check Fee	\$35.00
1.5 Municipal Court Technology Fee (in accordance with Section 7.02.001(b))	\$4.00
1.6 Municipal Court Security Fee (in accordance with Section 7.02.002(b))	\$3.00
1.7 Credit Card Transaction Fee	4.00%

**SECTION F: ADMINISTRATIVE FEES**

1.1 Notary Fee	\$6.00 for first signature \$1.00 each additional signature
1.2 Cost of Copies of Public Information (in accordance with Rule Section 70.3 of the Texas Administrative Code)	
Standard paper copy	<b>\$0.10 per page</b>
Nonstandard copy	
Diskette	\$1.00
Magnetic Tape	actual cost
Data Cartridge	actual cost
Tape Cartridge	actual cost
Rewritable CD (CD-RW)	\$1.00
Non-rewritable CD (CD-R)	\$1.00
Digital Video Disc (DVD)	\$300

JAZ Drive	actual cost
Other Electronic Media	actual cost
VHS Video Cassette	\$2.50
Audio Cassette	\$1.00
Oversize Paper Copy	\$0.50
Specialty Paper	actual cost
Labor Charge for Programming	In accordance with Rule Section 70.3(c)
Labor Charge for Locating	In accordance with Rule Section 70.3(d)
Overhead Charge	In accordance with Rule Section 70.3(e)
Microfische and microfilm charge	In accordance with Rule Section 70.3(f)
Remote Document Retrieval Charge	In accordance with Rule Section 70.3(g)
Computer Resource Charge	In accordance with Rule Section 70.3(h)
Miscellaneous Supplies	In accordance with Rule Section 70.3(i)
Postal and Shipping Charges	In accordance with Rule Section 70.3(j)
Sales Tax	In accordance with Rule Section 70.3(k)
Miscellaneous Charges:	In accordance with Rule Section 70.3(l)

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\* The red tag is issued when a project is started without a permit or where there is a violation of the Town of Cross Roads' Building Code or other town ordinances, e.g. when number 14 wire has been used instead of number 12. All work must stop on the project until the red tag fee has been paid and the building inspector or a representative approved by the inspector has removed the red tag.

\*\* The re-inspection fees listed above shall be assessed for each re-inspection where an inspection has been called for and upon arrival of the inspector the portion of



## Building Valuation Data – FEBRUARY 2021

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in August 2021. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the “average” construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2021 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

### Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are “average” costs based on typical construction methods for each occupancy group and type of construction. The average costs

include foundation work, structural and nonstructural building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

### Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.
- 3.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget} \times (\%)}{\text{Total Annual Construction Value}}$$

### Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

### Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

### Example

Type of Construction: IIB

Area: 1st story = 8,000 sq. ft.  
2nd story = 8,000 sq. ft.

Height: 2 stories

Permit Fee Multiplier = 0.0075

Use Group: B

1. Gross area:  
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:  
B/IIB = \$188.18/sq. ft.
3. Permit Fee:  
Business = 16,000 sq. ft. x \$188.18/sq. ft x 0.0075 = \$22,582

## Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

### Square Foot Construction Costs <sup>a, b, c</sup>

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	263.06	254.15	247.55	237.53	223.05	216.60	229.90	207.42	199.94
A-1 Assembly, theaters, without stage	241.02	232.11	225.51	215.49	201.01	194.56	207.86	185.38	177.89
A-2 Assembly, nightclubs	205.93	199.80	194.89	186.91	176.19	171.34	180.27	159.46	154.02
A-2 Assembly, restaurants, bars, banquet halls	204.93	198.80	192.89	185.91	174.19	170.34	179.27	157.46	153.02
A-3 Assembly, churches	243.83	234.92	228.32	218.30	204.21	198.79	210.67	188.58	181.10
A-3 Assembly, general, community halls, libraries, museums	204.02	195.11	187.51	178.49	163.01	157.56	170.86	147.38	140.89
A-4 Assembly, arenas	240.02	231.11	223.51	214.49	199.01	193.56	206.86	183.38	176.89
B Business	212.46	204.72	197.90	188.18	171.81	165.32	180.77	151.15	144.35
E Educational	222.69	214.99	208.81	199.81	186.17	176.74	192.93	162.78	157.80
F-1 Factory and industrial, moderate hazard	125.58	119.68	112.86	108.68	97.37	92.83	104.02	80.23	75.34
F-2 Factory and industrial, low hazard	124.58	118.68	112.86	107.68	97.37	91.83	103.02	80.23	74.34
H-1 High Hazard, explosives	117.37	111.47	105.65	100.47	90.40	84.87	95.81	73.27	N.P.
H234 High Hazard	117.37	111.47	105.65	100.47	90.40	84.87	95.81	73.27	67.37
H-5 HPM	212.46	204.72	197.90	188.18	171.81	165.32	180.77	151.15	144.35
I-1 Institutional, supervised environment	211.58	204.34	198.27	190.28	175.02	170.20	190.53	156.95	152.25
I-2 Institutional, hospitals	355.95	348.21	341.39	331.67	314.48	N.P.	324.26	293.82	N.P.
I-2 Institutional, nursing homes	247.27	239.53	232.71	222.99	207.36	N.P.	215.58	186.70	N.P.
I-3 Institutional, restrained	241.59	233.85	227.03	217.31	202.46	194.97	209.90	181.80	173.00
I-4 Institutional, day care facilities	211.58	204.34	198.27	190.28	175.02	170.20	190.53	156.95	152.25
M Mercantile	153.55	147.41	141.50	134.53	123.48	119.63	127.88	106.75	102.31
R-1 Residential, hotels	213.59	206.35	200.28	192.29	176.78	171.95	192.54	158.70	154.00
R-2 Residential, multiple family	179.04	171.80	165.73	157.74	143.25	138.43	157.99	125.18	120.47
R-3 Residential, one- and two-family <sup>d</sup>	166.68	162.17	157.99	154.10	149.61	144.19	151.48	138.79	130.58
R-4 Residential, care/assisted living facilities	211.58	204.34	198.27	190.28	175.02	170.20	190.53	156.95	152.25
S-1 Storage, moderate hazard	116.37	110.47	103.65	99.47	88.40	83.87	94.81	71.27	66.37
S-2 Storage, low hazard	115.37	109.47	103.65	98.47	88.40	82.87	93.81	71.27	65.37
U Utility, miscellaneous	89.90	84.75	79.27	75.71	67.97	63.50	72.24	53.83	51.28

- Private Garages use Utility, miscellaneous
- For shell only buildings deduct 20 percent
- N.P. = not permitted
- Unfinished basements (Group R-3) = \$23.20 per sq. ft.



## COUNCIL AGENDA BRIEFING SHEET

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Meeting Date:

September 7, 2021

Agenda Item:

Consider approval of a recommendation by the Northeast Police Department Commission on the disposition of assets of the Northeast Police Department.

Prepared by:

Kristi Gilbert, Town Administrator

Description:

As part of the dissolution of the Northeast Police Department (NEPD), the NEPD Commission met on August 17<sup>th</sup> and recommended the disposition of NEPD assets as indicated in the attached schedule with the condition that the old Unit 400 which is a 2014 Chevrolet Tahoe (VIN ending 8457) be transferred to the Town of Cross Roads for \$4,500. The Krugerville City Council held a meeting on August 26, 2021 and agreed to the disposition as recommended by the NEPD Commission.

Since the NEPD Commission meeting there has been discussion with regard to selling the K-9 and associated accessories to Officer Johnson for \$20.

Staff Recommended Action:

Staff recommends approving the NEPD's recommendation on the division of assets included in the attached document including the transfer of \$4,500 by the Town of Cross Roads for Unit 400, a 2014 Chevrolet Tahoe (VIN ending 8457) and the sale of the K-9 with the associated accessories to Officer Johnson for \$20.

Attachments:

Proposed Asset Disposition Schedule



# NORTHEAST POLICE DEPARTMENT

“Serving Cross Roads and Krugerville”

Chief James Edland

100 Kruger Road, Krugerville, TX 76227 (940) 365-2029

WWW.NORTHEASTPOLICE.NET

## BUILDING INVENTORY

<u>KV</u>	<u>Item</u>	<u>Total Quantity</u>	<u>CR</u>
1	3 drawer file cabinets	4	3
1	3 drawer file cabinets(wide)	1	
2	4 drawer file cabinets	7	5
	4 drawer file cabinets(wide)	1	1
5	50 gallon trash cans	7	2
14	Black foldable chairs	20	6
2	Boxes of shooting targets	8	6
0	Brown foldable chairs	9	9
6	Chairs	17	11
surplus	Conference table	1	surplus
1- leased	Copy machine	2	1- surplus
1	Desks	3	2
surplus	End table	2	surplus
3	Foldable chairs	10	7
	Gun safe	1	1
2	Ice chests	2	
1	Ladder	1	
1	Large cabinets	2	1
1	Lockable equipment/ammo cabinet	1	
1	Locker "Krugerville"	1	
	Lockers-3 cabinet	2	2
surplus	NEPD Building		surplus
1	Paper shredder	1	
	Plastic chairs	4	4
surplus	Roll cabinet	1	surplus
1	Rolling file cart	2	1
1	rolling trash cans	2	1
2	Small trash cans	8	6
1	Smaller Cabinets	3	2

1	Table	2	1
6	Tents	14	8
	Tv stand	1	1
1	Uniform cabinet	1	

## RIFLE/SHOTGUN/SILENCER INVENTORY

UNIT #	RIFLE MAKE/MODEL/SERIAL#	SILENCER MAKE/MODEL/SERIAL#	KV	CR
400	Sig Sauer/SIGM400/20K005882	Silencerco LLC/Saker 556/SKR556DT0118	X	
405	Bushmaster/XM15-E2S/LBM31106	Silencerco LLC/Saker 556/SKR556DT0115	X	
410	Bushmaster/XM15-E2S/ARG100503	Silencerco LLC/Saker 556/SKR556DT0107	X	
412	Bushmaster/XM15-E2S/BFH015538	Silencerco LLC/Saker 556/SKR556DT0113		X
414	Smith & Wesson/M&P 223/SM96557	Silencerco LLC/Saker 556/SKR556DT0109	X	
415	Bushmaster/XM150E2S/ARA046347	Silencerco LLC/Saker 556/SKR556DT0110		X
416	Bushmaster/XM15-E2S/BK1106681	Silencerco LLC/Saker 556/SKR556DT0108		X
417	Bushmaster/XM15-E2S/BK5073919	Silencerco LLC/Saker 556/SKR556DT0112		X
418	Smith & Wesson/M&P 223/SM94831	Silencerco LLC/Saker 556/SKR556DT0106		X
419	Bushmaster/XM15-E2S/ARG100489	Silencerco LLC/Saker 556/SKR556DT0114		X
420	Bushmaster/XM15-E2S/BFH015556	Silencerco LLC/Saker 556/SKR556DT0111		X

### SHOTGUN MAKE/MODEL/SERIAL #

UNIT	MAKE/MODEL	SERIAL NUMBER	KV	CR
400	N/A	N/A		
405	Mossberg/12 GA.	U2432203	X	
410	Mossberg/12 GA.	U612076	X	
412	Mossberg/12 GA.	V0708122		X
414	Mossberg/12 GA.	U613882	X	
415	Mossberg/12 GA.	V0316406		X
416	Mossberg/12 GA.	U818811		X
417	Mossberg/12 GA.	V0497937		X
418	Mossberg/12 GA.	T578110		X
419	FN/12 GA.	FL020004		X
420	Mossberg/12 GA.	V0706614		X

Units #414 and #418 are out of service. Firearms are secure in the PD gun safe.

## NORTHEAST POLICE DEPARTMENT MILEAGE REPORT

License Plate	Year	Make	Model	Color	VIN	Unit	Mileage	KV	CR
	2021	Chevy	Tahoe	silver	1GNSKLED7MR387882	400	unk	X	
TX 1324364	2016	Chevy	Tahoe	blk	1GNLCDEC6GR162193	405	57345	X	
TX 1371519	2018	Chevy	Tahoe	blk	1GNLCDEC5JR198321	410	48888	X	
TX 1334570	2018	Chevy	Tahoe	blk	1GNLCDEC1JR253671	412	46916		X
TX 1334481	2016	Chevy	Tahoe	blk	1GNLCDEC3GR294702	416	52883		X
TX 1334503	2016	Chevy	Tahoe	blk	1GNCLDEC7GR295125	417	53948		X
TX 1371522	2018	Chevy	Tahoe	blk	1GNLCDEC6JR199879	419	55336		X
TX NWJ1613	2020	CHEVY	Tahoe	blk	1GNLCDEC8LR301976	420	2099		X
TX NWJ1614	2019	FORD	Taurus	silver	1FAHP2F89KG107670	406	44139		X
TX NWJ1634	2020	Chevy	Tahoe	BLK	1GNLCEDC6LR297717	415	1839		X
stripped	2014	Chevy	Tahoe	blk	1GNSK2E03ER168457	400	116076		X

Message Trailer

TX 9020441	2014	M360	Message	Trailer	1P91F1017EG301639				X
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Cross Roads PD

Device Name	Device Serial	Device Make	Device Model	Warranty Expires	Device Operating System	Device Type	KV	CR
NEPDDC01	9LJNFB2	Dell Inc.	PowerEdge T130	Expired	Microsoft Windows Server 2012 R2 Standard	Server		X
NEPD-TRK416	3LYA75718	Panasonic Corporation	CF-31WBPAXLM	Expired	Microsoft Windows 10 Pro	Laptop	Not Operatic	
NEPD-CHF-PC	65LCDV2	Dell Inc.	OptiPlex 3050	2/19/22	Microsoft Windows 10 Pro	Desktop	X	
NEPD-CHIEF-LT	3J5TQJ2	Dell Inc.	Inspiron 7773	Expired	Microsoft Windows 10 Home	Laptop	X	
NEPD-INV-R	GRHH832	Dell Inc.	OptiPlex 3020	Expired	Microsoft Windows 10 Pro	Desktop		X
NEPDPATROL2-PC	MXL2070XG5	Hewlett-Packard	HP Compaq 8200 Elite SFF PC	Expired	Microsoft Windows 10 Pro	Desktop	X	
NEPD-PC2	BCL7HQ1	Dell Inc.	OptiPlex 790	Expired	Microsoft Windows 10 Pro	Desktop		X
NEPD-RECEP-PC	65LBDV2	Dell Inc.	OptiPlex 3050	2/19/22	Microsoft Windows 10 Pro	Desktop		X
NEPD-SGT-PC2018	5ZVZ2K2	Dell Inc.	Inspiron 3668	Expired	Microsoft Windows 10 Pro	Desktop		X
NEPD-TEMP	2ZZ96V1	Dell Inc.	OptiPlex 790	Expired	Microsoft Windows 10 Pro	Desktop		X
NEPD-TRK405	3ITSA57193	Panasonic Corporation	CF-31WFLAXLM	Expired	Microsoft Windows 10 Pro	Laptop	X	
NEPD-TRK411	3LYA76302	Panasonic Corporation	CF-31WBPAXLM	Expired	Microsoft Windows 10 Pro	Laptop		X
NEPD-TRK414	1AKYA43324	Panasonic Corporation	CF-31AANBX1M	Expired	Microsoft Windows 10 Pro	Laptop		X
NEPD-TRK415	3LYA75525	Panasonic Corporation	CF-31WBPAXLM	Expired	Microsoft Windows 10 Pro	Laptop		X
NEPD-TRK418	3LYA76037	Panasonic Corporation	CF-31WBPAXLM	Expired	Microsoft Windows 10 Pro	Laptop		X
TRK-407	1AKYA43306	Panasonic Corporation	CF-31AANBX1M	Expired	Microsoft Windows 10 Pro	Laptop	X	
TRK-412 (410)	1AKYA43380	Panasonic Corporation	CF-31AANBX1M	Expired	Microsoft Windows 10 Pro	Laptop		X
TRK-419	1AKYA43331	Panasonic Corporation	CF-31AANBX1M	Expired	Microsoft Windows 10 Pro	Laptop		X
NEPD-TRK417	4CTYA94779	Panasonic Corporation	CF-31WBPAXLM	Expired	Microsoft Windows 10 Pro	Laptop		X
SonicWall TZ-400W	18B169223410	SonicWall	TZ-400	1/21/22	N/A	Firewall Box		X
WatchGuard Server							X	
Richoh Copier (Leased)							X	



## Watchguard Vista Body Camera's

Camera assignment (officer)	Serial number	KV	CR
400	VHD2-002972	X	
405	VHD2-002160	X	
406	VHD2-002956	X	
407	VHD2-001424		X
410	VHD2-002965		X
411	VHD2-002966		X
412	VHD2-001399		X
414	VHD2-002643		X
415	VHD2-002973		X
417	VHD2-002786		X
418	VHD2-002577		X
420	VHD2-002117		X

### Handheld radar/Lidar

Type	Serial number		
Stalker II	AS001868	X	
Stalker Lidar XLR	LF 002146		X

# **DUTY GEAR LOG**

## **Taser X26p/ DPM X26P V22 24**

<b><u>Taser Serial No.</u></b>	<b><u>DPM Serial No.</u></b>	<b><u>Date</u></b>	<b><u>KV</u></b>	<b><u>CR</u></b>
X00-715304	V24/26701	7/9/15		X
X13002N5T	E1913428E/11010	2/25/16		X
X13002MDO/11003	E18112540/11003	7/10/15		X
X00-608911	V24/26701	7/13/15		X
X00-655912	E1861691	7/9/15		X
X130059FE/11003	E19134283	6/12/18		X
X130059F1	X26P/11003			X
X130059KF/11003	E19134288/11010	12/31/17		X
X130059KP/11003	E18616204/11010	016/12/18	X	
X13002M63/11003	E182058419/11010	12/29/16	X	
X13002N04/11003	E18268420/11010	8/4/20	X	
X130059F1/11003	E19134282/11010		X	

**PORTABLE RADIOS**

Serial No.	Model	Qty	KV	CR
481CRP2201	Motorola APX 6000 Portable radios Model # AZ489FT5863	1		X
481CSF7696	Motorola APX 6000 Portable radios Model # AZ489FT5863	1		X
481CRP2202	Motorola APX 6000 Portable radios Model # AZ489FT5863	1		X
481CRP2200	Motorola APX 6000 Portable radios Model # AZ489FT5863	1		X
481CTX0828	Motorola APX 6000 Portable radios Model # AZ489FT5863	1		X
481CTX0829	Motorola APX 6000 Portable radios Model # AZ489FT5863	1	X	
481CSF7695	Motorola APX 6000 Portable radios Model # AZ489FT5863	1	X	
481CMV0742	Motorola APX 6000 Portable radios Model # AZ489FT5863	1	X	
	Lapel Mic	6	2	4

## **DUTY GEAR LOG**

<b>Serial Number</b>	<b>Assigned To:</b>		<b>KV</b>	<b>CR</b>
47A076226	James Edland	12/11/2014		
47A076083	Gary Mccraw	12/11/2014		
47A076080	Mark White	12/11/2014		
47A075954	William Tinkle	12/12/2014		
47A075965	Robert Wrobel	12/11/2014		
47A075320	Matthew Dusek	6/18/2015		
47A075960	Jeffrey Pruett	2/16/2016		
47A075956	Nathan Johnson	6/12/2018		
47A075959	Marcus Coulter	12/19/2016		
47A075963	Brandon Bray	10/3/2016		
47C039745	Carl Parker	12/1/2017		
47C039751	Michael Draut	7/24/2019		
47C039756	Marco Deleon	5/3/2019		
47C039746	David Lightfoot	5/30/2018		
47C39753	Amber Scheps	10/5/2020		
47C039748	Kery O'Bryan	2/4/2020		
	<b>Total Received by Each Agency</b>		<b>5</b>	<b>11</b>



## COUNCIL AGENDA BRIEFING SHEET

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Meeting Date:

September 7, 2021

Agenda Item:

Consider approval of an application for a tree removal permit submitted by Page Nabors, representing property owner Matthew Lasuzzo, for property located at 1985 Forest Hills Drive. (2021-0723-03TREE)

Prepared by:

Kristi Gilbert, Town Administrator

Description:

Applicant Page Nabors submitted the attached Tree Removal Permit Application to remove 11 trees from a one-acre single-family lot. Of the 11 trees to be removed, only two (2) require Council approval per Section 3.08.004(j) of the Code of Ordinances as they are 18" or greater in size. Tree #256 is a 27" Oak has been determined by an arborist to be diseased or dying, and tree #267 is a Bois D'Arc (pronounced Bo-dark). The applicant submitted building plans for the single-family house on July 20, 2021.

Recommended Action:

Staff recommends the approval of the tree removal permit to allow for the removal of the 27" and 18" trees within the pad site of the single-family residence.

Attachments:

Tree Removal Permit Application  
Tree Survey



# TREE REMOVAL PERMIT APPLICATION

Based on Town of Cross Roads Code of Ordinances

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

Applicant Name: \_\_\_\_\_

Property Owner Name and Signature: Matthew Lasuzzo *Matthew Lasuzzo*

Property Address: \_\_\_\_\_

Phone: \_\_\_\_\_ email: \_\_\_\_\_

## REASON FOR PERMIT REQUEST

A Tree Preservation and Protection permit is required for the following:

- I have a tree/s 18 inches or greater DBH (diameter at breast height/ 4 ½ foot height) and must get council permission for removal
- I am a contractor developing a new residential property or lot/s and prior to any clearing of trees over 6” in DBH I am submitting a tree preservation plan
- I own or represent an owner for an agricultural/residential property and need a permit to remove trees 6” or greater DBH including dead trees.
- I am developing a commercial property and **PRIOR** to any clearing or removal of trees or other action that could impact the trees I am submitting a tree preservation plan
- Dead trees over 6” DBH (diameter at breast height/4 ½ foot height). Describe below
- THERE ARE NO TREES ON MY PROPERTY

Description of Action: \_\_\_\_\_

STAFF APPLICATION EDIT: one tree is a 27" Oak determined to be dead or dying and one 18" Bois D'Arc

(Please attach an additional sheet if more space needed)

## DOCUMENTATION ATTACHED

- Photos
- Tree Preservation Plan
- Tree Location
- Map
- Signed Affidavit
- Other \_\_\_\_\_

<b>OFFICE USE ONLY</b>			
Rec'd by: _____	Date _____	Time _____	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Signature: _____			
Date: _____			
Reason: _____			

1401 FM 424 Cross Roads, TX 76227  
 TEL 940-365-9693 FAX  
 469-375-5905 CrossRoadsTX.gov

**SURVEYOR'S NOTES:**

- Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83), distances are surface with a combined scale factor of 1.00015063.
- This property lies within Zone "X" of the Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, map no. 48121C0385G, with an effective date of April 18, 2021, via scaled map location and graphic plotting.
- Monuments are found unless specifically designated as set.
- Elevations (if shown) are North American Vertical Datum of 1988 (NAVD '88).

**NOTE REGARDING UTILITIES**

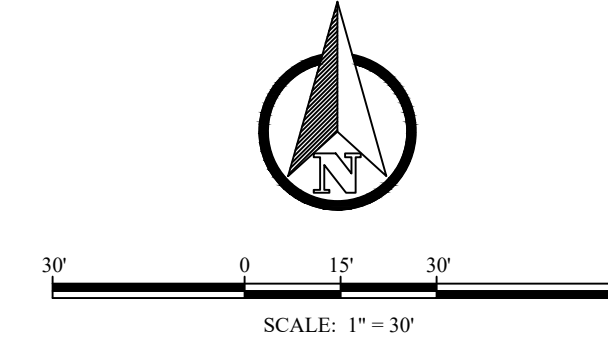
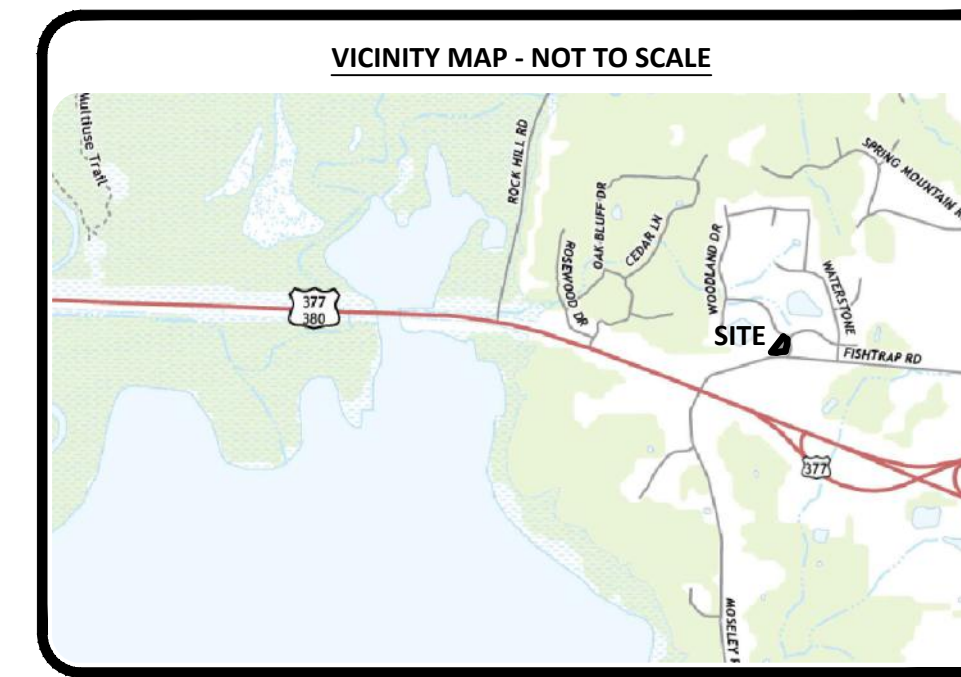
Source information from plans and markings will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary. Utility locations are per observed evidence.

**LEGEND OF ABBREVIATIONS**

- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
- DOC.# DOCUMENT NUMBER
- C.M. CONTROLLING MONUMENT
- SQ. FT. SQUARE FEET
- ROW RIGHT OF WAY
- CRS CAPPED REBAR SET

**SITE BENCHMARKS:**

- The site benchmark is a "MAG" nail with washer found in the centerline of Forest Drive, being approximately 65 feet northeast of the northeast corner of the site and being approximately 60 east of the stop sign near the northeast corner of the site, being at the intersection of Forest Hill Drive and the Gated Entry of the subdivision. **ELEVATION=609.28' (NAVD '88)**



**PROPERTY DESCRIPTION**

Being Lot 1 in Block B of Forest Hills, an addition in the City of Cross Roads, Denton County, Texas, according to the plat recorded in Cabinet X, Slide 430, Plat Records of Denton County, Texas.

**TITLE COMMITMENT NOTES**

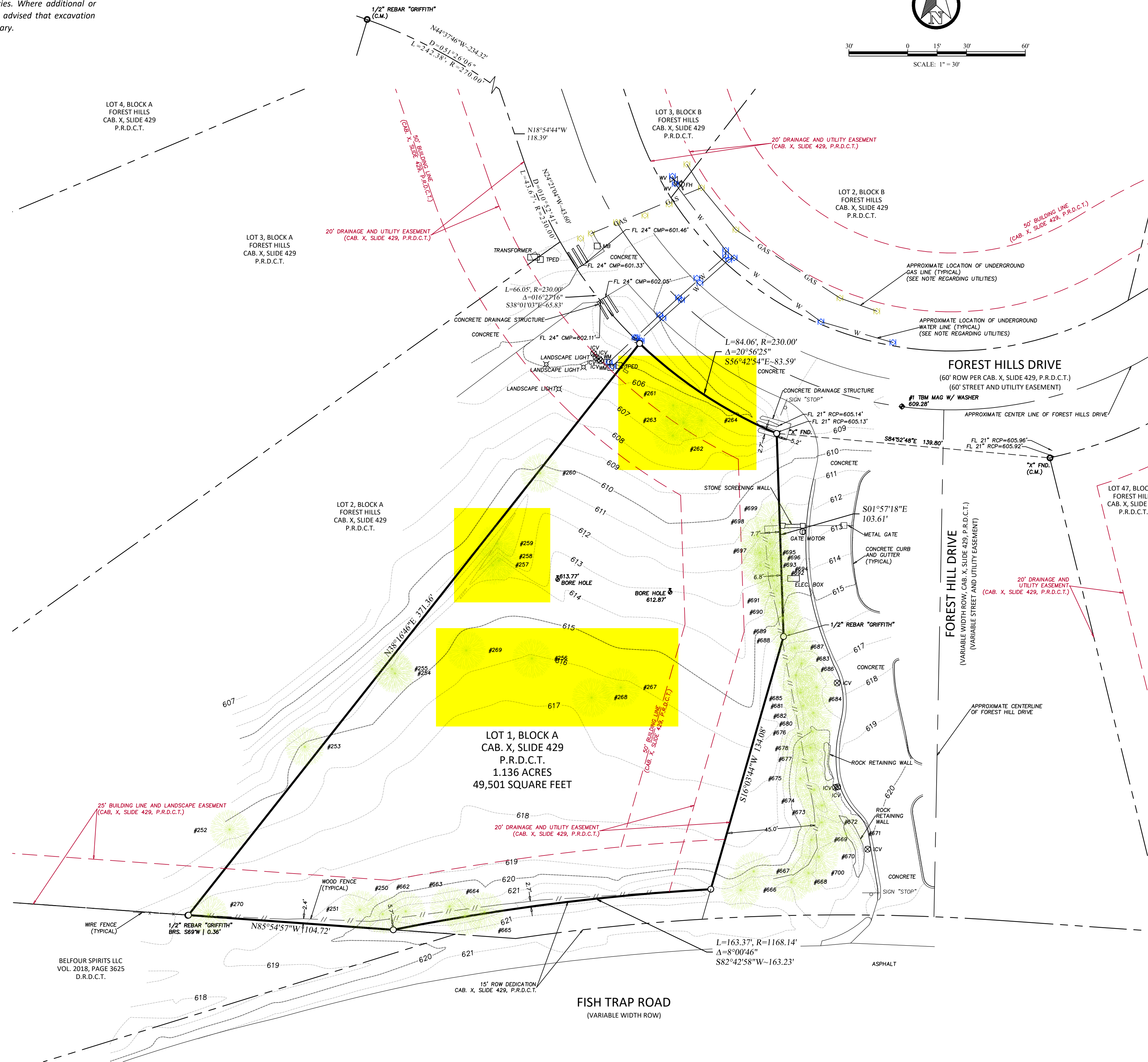
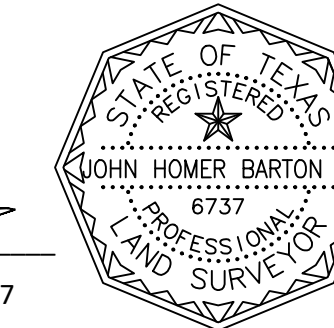
This survey was prepared without the benefit of a commitment for title insurance. Therefore, easements, agreements, or other documents, either recorded, or unrecorded may exist that affect the subject property that are not shown on this survey.

**SURVEYOR'S CERTIFICATE**

This is to certify that I, John H. Barton III, a Registered Professional Land Surveyor of the State of Texas, have prepared this map from an actual survey on the ground, and that this map correctly represents that survey made by me or under my direction and supervision. This survey meets the minimum requirements for a Category 1A, Condition II Land Title Survey. Fieldwork was completed on April 14, 2021.

Date of Plat/Map: April 15, 2021

*John H. Barton III*  
John H. Barton III, REPELS# 6737



**Trees that will be removed**

TAG#	DIAMETER (INCHES)	GENERAL SPECIES
250	10	PINE
251	15	PINE
252	21 (MULTI-TRUNK)	BOIS D'ARC
253	6	BOIS D'ARC
254	6	LOCUST
255	7	LOCUST
256	29	OAK
257	8	BOIS D'ARC
258	8 (MULTI-TRUNK)	BOIS D'ARC
259	17 (MULTI-TRUNK)	LOCUST
260	6	ELM
261	11 (MULTI-TRUNK)	LOCUST
262	6	ELM
263	8 (MULTI-TRUNK)	ELM
264	10	ELM
267	18 (MULTI-TRUNK)	BOIS D'ARC
268	16 (MULTI-TRUNK)	BOIS D'ARC
269	16	BOIS D'ARC
270	32	OAK
662	21	PINE
663	10	PINE
664	14 (MULTI-TRUNK)	PINE
665	16	PINE
666	11	PINE
667	18 (MULTI-TRUNK)	PINE
668	13 (MULTI-TRUNK)	PINE
669	9	PINE
670	12	PINE
671	21 (MULTI-TRUNK)	OAK
672	11	PINE
673	11	PINE
674	14	PINE
675	15 (MULTI-TRUNK)	PINE
676	8	PINE
677	16	OAK
678	12 (MULTI-TRUNK)	PINE
680	9	PINE
681	9 (MULTI-TRUNK)	PINE
682	6	PINE
683	9 (MULTI-TRUNK)	PINE
684	12	OAK
685	8 (MULTI-TRUNK)	UNKNOWN
686	10	PINE
687	15 (MULTI-TRUNK)	PINE
688	10	PINE
689	11	PINE
690	9	PINE
691	10	PINE
692	8	PINE
693	10 (MULTI-TRUNK)	CEDAR
694	10 (MULTI-TRUNK)	PINE
695	6	CEDAR
696	6	PINE
697	10	PINE
698	6	CEDAR
699	7	CEDAR
700	15 (MULTI-TRUNK)	PINE

Letter is in reference to this tree

**LEGEND OF SYMBOLS**

- air conditioning unit
- irrigation control valve
- cable tv
- electric meter
- fence or guardrail
- fire dept. connection
- fire hydrant
- bollard
- area drain
- grate inlet
- gas valve
- gas meter
- gas well
- sign
- sanitary sewer manhole
- storm water manhole
- telephone manhole
- tank fill lid
- telephone pedestal
- traffic signal pole
- utility clean out
- comm. utility cabinet
- electric utility cabinet
- comm. utility vault
- elect. utility vault
- water utility vault
- utility/service pole
- utility sign
- water shutoff
- water valve
- well
- water meter
- cable tv riser
- air release valve
- utility markings
- tree
- shrub/decorative tree or tree with diameter < 4 in.
- contour lines

**TOPOGRAPHIC SURVEY**

LOT 1, BLOCK A  
FOREST HILLS  
CITY OF CROSS ROADS  
DENTON COUNTY, TEXAS

**BCS**  
**BARTON CHAPA**  
**SURVEYING**  
5200 State Highway 121  
Colleyville, TX 76034  
Phone: 817-864-1957  
info@bcscdfw.com  
TBPLS Firm #10194474

**J.S. Ground Engineering, LLC**  
J.S. Ground Engineering, LLC  
4108 Dundee Ct.  
Colleyville, TX 76034

JOB NO. 2021.009.041  
DRAWN: BCS  
CHECKED: JHB

**TABLE OF REVISIONS**

DATE	SUMMARY

**1985 FOREST HILL**  
**CROSS ROADS, TEXAS**

SHEET:  
**VO1**  
TOPOGRAPHIC SURVEY



## COUNCIL AGENDA BRIEFING SHEET

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Meeting Date:

September 7, 2021

Agenda Item:

Discuss and consider commercial building permit application by Rustic Furniture Clearance Center for 11901 US Hwy 380. (2021-0706-09C)

Prepared by:

Kristi Gilbert, Town Administrator

Description:

On July 6, 2021, Rustic Furniture Clearance Center submitted a commercial building permit application to construct a pre-engineered metal building for the storage of furniture. Note that this application is for the building permit only and does not constitute approval of landscaping or tree remediation requirements. This application is subject to the terms of a Planned Development approved by the Town Council via Ordinance 2021-0517-01 on May 17, 2021. Attached is a copy of the Building Official's comment letter which recommends denial of the application primarily due to revisions needed to the plat to address concrete, landscaping, trees, and irrigation crossing property lines. The applicant has submitted a final plat application for the property that is scheduled for the September 8<sup>th</sup> Planning and Zoning meeting and the September 20<sup>th</sup> Town Council meeting.

Staff Recommended Action:

It would be appropriate to approve the commercial building permit contingent on meeting the outstanding comments outlined in the Building Official's review letter dated August 2, 2021.

Attachments:

Building Official Review – 8/2/21  
Application  
Building Plans





**Town of Cross Roads**

1401 FM 424

Cross Roads, Texas 76227

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

[town-information@crossroadstx.gov](mailto:town-information@crossroadstx.gov) / [crossroadstx.gov](http://crossroadstx.gov)

2<sup>nd</sup> Building Code Comments for Rustic Furniture Warehouse  
Clearance Center 11905 US Hwy 380

**Denied**

35,100

8-02-21

**Comments to be Addressed Before Permit may be Issued**

1. Provide energy code reports for Lighting (Interior and Exterior) and Mechanical. (Provided but exterior lighting may need to be revised)
2. Make sure mechanical is completely screened from all 4 sides. (Will add shrubs)
3. Code list on Sheet G0.2 indicates compliance with the 2012 National Electrical Code (NEC). There is no such code. The Town has adopted the 2008 NEC.
4. Occupancy Tabulation Table on Sheet G0.3 states calculations based the 2015 International Building Code. The Town has adopted the 2012 IBC.
5. Also on sheet G0.3, reference is made to UL wall type U419 to be used for rated walls. UL requires complete assembly information to be included in plans.
6. Several sheets show concrete, landscaping, trees and irrigation crossing the lot line on the south end of the warehouse. May need to revise plat to include this area in lot 1. (Need some type of cross access and use agreement.) Will be shown as part of lot 1 with Final Plat.
7. Provide site lighting calculations to verify site meets maximum 80,000 lumen per acre requirement. Calculations must include building mounted lights as well as site lighting. (None provided)
8. No parking lot lighting shown. Cross Roads ordinance requires minimum .5 foot candles at all pedestrian areas. Provide photometric plan to show how this requirement will be met. (Applicant is trying to use building lighting to light site. Full cut off fixtures are required so spread of lighting will be minimal)
9. Type W fixtures located outside of doors on the exterior must be emergency egress lights with battery back up.
10. On Sheet P2.2 plans show floor drain across the room from the water heater. Detail on Sheet P5.1 shows drains from water heater dumping into floor drain. Drain lines for T&P and drain pan cannot run across floor to drain. Also, trap guard cannot be used for this trap. Must use trap primer or deep seal trap.

**NOTE: Additional comments may be provided upon receipt of items missing from the original submittal.**

**Architectural and Site Review Comments:**

**Articulation requirements waived by Council as a part of the PD Zoning.**

Items below do not require a response

**Comments to be Addressed During Construction**

1. Comments cover an in-depth look at plans as submitted. However, omission of specific plan comments does not absolve the contractor of the responsibility for insuring that all construction complies with the 2012 International Codes as adopted by the Town of Cross Roads including the 2015 International Energy Conservation Code. Requirements for residential construction can be found in the 2012 International Building Code (Electrical to comply with the 2008 NEC as well as the 2015 IECC)
2. Interior lighting must comply with the bi-level switching and tandem wiring provisions of the 2015 IECC.
3. Heat traps to be installed in inlet and outlet sides of water heater unless part of a re-circulating system. Insulate first 8' of both water lines at water heater if pipe built heat traps are installed.
4. T&P line from water heater to run to exterior of building or to properly plumbed waste receptor. If run to waste receptor, drain from receptor must be Cast Iron, Copper DWV or CPVC.
5. All refrigerant lines to be insulated with min. 1" pipe insulation.
6. Condensate to be run to house side of wet trap.
7. **Smoke detector required in return side of HVAC systems rated > 2000 CFM.**
8. **Minimum backflow protection shall be RPZ's installed at point of use for all potential cross connections.**
9. **All mechanical equipment shall be screened from view.**
10. **Exit and emergency lighting per 2012 IBC & IFC.**
11. **Fire sprinkler and alarm plans require a separate permit and plan review and are a deferred submittal.**
12. **Sign plans require a separate permit and plan review and are a deferred submittal.**

If you have any questions or comments, please feel free to contact me at (940)365-9693.

Thank You,

Rodney Patterson  
Building Official  
Town of Cross Roads

RECEIVED

JUL 06 2021

Town of Cross Roads

TOWN OF CROSS ROADS
COMMERCIAL PERMIT APPLICATION

Form containing permit details: Date: 7/6/21, Application #: 2021-0706-09C, Permit Address: 11901 US Hwy 380, Cross Roads, TX 76227, Business Name: Rustic Furniture Clearance Cntr, Finished Sq Ft: 35,100, Unheated Sq Ft: 0, Property Description: Lot 1,2 Block A, Legal Description: see plat, Description of Work/Intended Use: Pre-engineered metal building intended for the storage of furniture... General Contractor: Daniel Chandler, Phone: 940-297-9643, Email: daniel@c4-enterprises.com, Fax: [blank], Owner/Tenant: Phil Moreino, Phone: 940-390-3843, Mailing Address: 11901 US Hwy 380, CR, Electrical Contractor: [blank], Phone: [blank], Plumbing Contractor: [blank], Phone: [blank], HVAC Contractor: [blank], Phone: [blank], Other Contractor: [blank], Phone: [blank]. Includes a signature block for Darren Deffner and a 'For Office Use Only' section with various tracking fields.



TDLR # TABS2021018919

**RUSTIC FURNITURE PROPOSED CLEARANCE CENTER CROSS ROADS**

11901 U.S. HIGHWAY 380  
CROSS ROADS, TEXAS 76227



**LEGEND - SITE PLAN**

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- BUILDING SETBACK
- EASEMENT
- FIRE LANE STRIPING
- PROPOSED WATER LINE
- PROPOSED SANITARY SEWER LINE
- PROPOSED STORM SEWER LINE
- EXISTING WATER LINE
- EXISTING SANITARY SEWER LINE
- EXISTING STORM SEWER LINE
- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING UNDERGROUND TELEPHONE LINE
- EXISTING UNDERGROUND CABLE LINE
- PROPOSED CONCRETE PAVEMENT
- PROPOSED ASPHALT PAVEMENT
- PROPOSED SIDEWALK
- EXISTING CONCRETE PAVEMENT
- EXISTING ASPHALT PAVEMENT
- EXISTING TREE TO REMAIN
- PROPOSED FIRE HYDRANT
- PROPOSED GATE VALVE
- PROPOSED WATER METER
- PROPOSED MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING GATE VALVE
- EXISTING WATER METER
- EXISTING MANHOLE
- EXISTING POWER POLE

SITE PLAN INFORMATION		
Category	Required by Zoning Ordinance for "C-2" Commercial District	Provided
Lot Area	43,560 S.F.	241,997 S.F.
Lot Width	None	383.85 Ft.
Lot Depth	None	656.52 Ft.
Building Coverage	50% Max 120,999 S.F.	23.2% 56,208 S.F.
Front Setback	50 Ft.	267.61 Ft.
Side Setback	15 Ft.	31.75 Ft.
Rear Setback	15 Ft.	55.76 Ft.
Impervious Area	-	133,773 SF
Landscape Area	15% 36,300 S.F.	44.7% 108,224 S.F.
Parking Spaces	1 per 1000 S.F. of Gross Building Square footage <b>35 Total Spaces</b>	33 Standard Spaces 2 Handicap Space <b>35 Total Spaces</b>

6/30/2021 2:58:53 PM  
Issued Date: 7/6/2021  
Project No: 20113

Drawn By: JPK  
Checked By: MAK  
Designed By: JPK

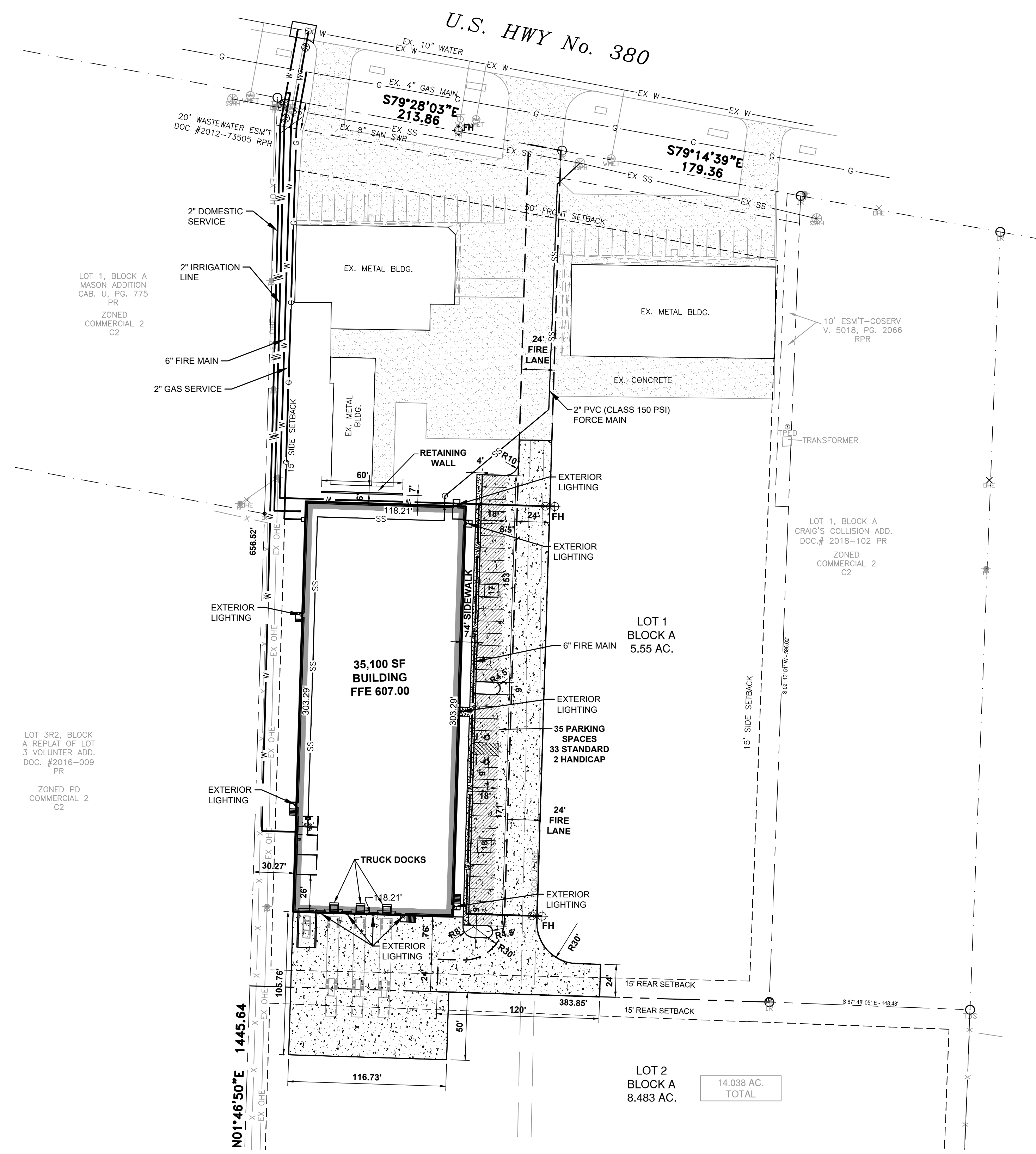
Issue Record

#	Description	Date

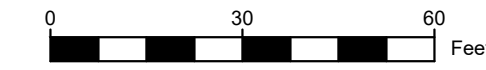
ISSUED FOR PERMIT

SITE PLAN

**C3.0**



**1 SITE PLAN**  
SCALE: 1"=50'  
C3.0



**CONSTRUCTION NOTES**

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

**SITE NOTES**

- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
- CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SIDEWALKS, EXIT PORCHES, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
- ALL DIMENSIONS AND RADII ARE TO THE BACK OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
- CONTRACTOR SHALL COORDINATE UTILITY POLE RELOCATION WITH THE UTILITY COMPANY.
- CONCRETE AND FLEXBASE SECTION DESIGNS WILL SUPPORT TYPICAL FIRE APPARATUS LOADS.
- SEE SHEETS C7.0 FOR PAVEMENT MATERIAL INFORMATION.
- PROPOSED DOMESTIC WATER WILL BE SUPPLIED BY MUSTANG SPECIAL UTILITY DISTRICT.
- PROPOSED FIRE FLOW WILL BE SUPPLIED BY MUSTANG SPECIAL UTILITY DISTRICT.

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## COUNCIL AGENDA BRIEFING SHEET

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Meeting Date:

September 7, 2021

Agenda Item:

Discuss and consider the sale of property located at 100 Kruger Road, Krugerville, Texas including the recommendation by the Northeast Police Department Commission and the execution of associated documents.

Prepared by:

Kristi Gilbert, Town Administrator

Description:

As part of the dissolution of the Northeast Police Department (NEPD), the NEPD Commission advertised for sealed bids for the sale of the police building located at 100 Kruger Dr in Krugerville. The bid notice was published in the Pilot Point Post Signal and the Denton Record Chronicle, as well as on the Town's website. The bid opening was conducted on Tuesday, August 17<sup>th</sup> at 2:00 p.m. at Cross Roads Town Hall. Three bids were received, one was determined to be invalid due to an improper and insufficient bid bond. The two remaining bids were for \$355,000 and \$426,000. The NEPD Commission met on August 19<sup>th</sup> and recommended that both the Cross Roads Town Council and the Krugerville City Council accept the bid in the amount of \$426,000 submitted by Allan and Kay Neubauer.

The Krugerville City Council met on August 26, 2021 and voted to accept the bid.

Staff Recommended Action:

Staff recommends acceptance of the bid in the amount of \$426,000 submitted by Allan and Kaye Neubauer and authorizing the Mayor to execute any documents necessary related to the transaction.

Attachments:

Bids



The Northeast Police Department Commission  
Bid Information Packet Number Sale of Property:  
100 Kruger Road, Krugerville, Texas 76227  
**AMENDMENT #1**

The Northeast Police Department Commission is accepting bids for the following:  
Surplus Building and Land

Approximately .3450 acres, 15,030 Square Foot Site, subject to survey

Property Address:  
100 Kruger Road  
Krugerville, Texas 76227

Bids will be accepted until:  
2:00 p.m., Tuesday, August 17, 2021

Deleted: 3

Sealed bids should be addressed to:  
Bid Packet Number 2021-1  
The Northeast Police Department Commission  
T. Lynn Tompkins, Jr., Commission Chair

and will be received at:  
Cross Roads Town Hall  
3201 US 380, Suite 105  
Cross Roads, Texas 76227

An Information Packet describing the subject property is available on the Town of Cross Roads website, [crossroadstx.gov](http://crossroadstx.gov). The Minimum Bid for the property has been established at \$275,000. Should a bid not be received in this amount, the Northeast Police Department Commission will retain ownership of the property. The successful bidder will be responsible for all transaction costs related to the transfer of the property, including, but not limited to, recording costs, current taxes due, and the purchase cost of a title policy. The property and building will be sold as is and where is. Upon transfer of title to the successful bidder, the Northeast Police Department Commission will assume no responsibility for additional repair or improvement to the property.

The property will be available for inspection at 1:00 PM Tuesday, July 27, 2021.

To be accepted, a bid must be accompanied by a bid security instrument payable to the Northeast Police Department Commission in an amount not less than five (5%) of the total base bid, in the form of either a cashier's check or certified check on a Texas bank or thrift with FDIC insurance. In addition, all bids must

include (2) completed, signed copies of each of the Real Estate Contract (Exhibit "B"). All necessary forms are included with this packet. Bids must be received by the date and time indicated above and must be in a sealed envelope.

The Northeast Police Department Commission  
T. Lynn Tompkins, Jr., Commission Chair  
Bid Information Packet Number 2021-1  
Sale of Property and Building at:  
100 Kruger Road, Krugerville, TX 76227

All bids will be presented to the Northeast Police Department Commission at which time the Commission reserves the right to accept or reject any or all bids and to waive informalities in bid responses. No bid may be withdrawn within ninety (90) days after the date of which bids are opened. The successful bidder must close on the property within thirty (30) days of the Northeast Police Department Commission's approval of the bid in order to avoid termination of the contract, penalty payments, and/or forfeiture of the bid security instrument.

Sealed bids addressed to:  
Northeast Police Department Commission, T. Lynn Tompkins, Jr., Commission Chair

will be received at:  
Cross Roads Town Hall  
3201 US 380, Suite 105  
Cross Roads, Texas 76227

bids will be received  
no later than:  
2:00 p.m.  
Tuesday, August 17, 2021

Deleted: 3

to be considered for acceptance:  
Bids received and dated after the above time and date **WILL NOT BE CONSIDERED FOR ACCEPTANCE.**

All bids must be in a SEALED ENVELOPE and marked on the outside of the envelope: "Bid Number 2021-1, Sale of Land and Building at 100 Kruger Road, Krugerville, Texas 76227.

All bids must include completed and two signed copies of the Real Estate Contract and Restrictive Covenants as well as the bid security.

minimum bid:  
\$275,000. Should a bid not be received in this amount, the Northeast Police Department Commission will retain ownership of the property.

City contract for additional information:  
Any additional questions, requests for inspection or other information sought may be obtained by contacting NEPD Commission Chair, T. Lynn Tompkins, Jr. at [l.tompkins@crossroadstx.gov](mailto:l.tompkins@crossroadstx.gov).

bidder responsibilities:



The highest bidder will be responsible for all transaction costs related to the transfer of the property, including, but not limited to recording costs, current taxes due and the purchase cost of a title policy.

conditions of sale:

This property will be sold as is and where is. Upon transfer of title to the successful bidder, the Northeast Police Department Commission will assume no responsibility for additional repair or improvement to the property.

property identification:

Country Estates BLK6, LOT1, located at 100 Kruger Road, Krugerville, TX 76227 (as shown on Exhibit "A")

property description:

The subject property consists of land and building with an approximate building area of 3,840 (approximate) square feet situated on an approximately 3450 acre site.

The subject property is zoned C-1 (Commercial District – Office, Light Retail & Neighborhood Service) in the City of Krugerville Zoning Ordinance with corridor overlay restrictions. As such, the property is subject to Design Guidelines set forth by the Krugerville Code. Future exterior modifications will require review and approval by the Krugerville Planning & Zoning Commission and the Krugerville City Council. Allowed uses, special conditions, overlay information, and zoning district information may be found in Chapter 14 of the City of Krugerville Code of Ordinances, at [krugerville.org](http://krugerville.org).

EXHIBIT "A"

**BID PROPOSAL FORM**

I hereby submit my proposal for the purchase of the property at:

Property Address: **100 Kruger Road, Krugerville, TX, 76227**

Legal Description: **COUNTRY ESTATES BLK 6 LOT 1(S166.75)**

Bid Amount: \$ 355,000<sup>00</sup>

**THE NORTHEAST POLICE DEPARTMENT COMMISSION RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND/OR WAIVE ANY INFORMALITIES.**

I understand that the property is purchased "as is, where is, with all faults." I further understand that that if my bid is accepted by the Northeast Police Department Commission, the bid amount shall be paid in full by cashier's check or money order, made payable to the Northeast Police Department Commission within three calendar days of the award notification, see earnest money deposit. I hereby certify that I have read and understand the terms of this agreement as specified in the notice of sealed bid for sale of real property. I hereby approve and accept all of the conditions of this agreement.

David Britt  
(Bidder's Signature)

David Britt  
(Bidder's Name)

10342 Bobbie Lane  
(Address)  
Pilot Point, TX  
71258

972-523-9204  
(Telephone Number) (Date)

EXHIBIT "B"  
CONTRACT FOR PURCHASE AND SALE

This **Purchase and Sale Agreement** ("Agreement") to buy and sell real property is entered between Seller and Buyer as identified below and is effective on the date set forth in Section ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this Agreement, acknowledgement by Title Company of receipt of this Agreement.

**Seller:** Northeast Police Department  
**Seller's Address:** 100 Kruger Road, Krugerville, Texas 76227  
**Seller's Attorneys:** Matthew Boyle (BOYLE & LOWRY, L.L.P.) and Robert Brown (Brown and Hofmeister, LLP)  
**Purchaser:** DAVID BRETT AND/OR ASSONS  
**Purchaser's Attorney:** JOHN HAUGHTON - HAUGHTON LAW GROUP  
PELOT POINT, TX  
**Property:** 100 Kruger Road, Krugerville, Denton County, Texas, and more particularly described as COUNTRY ESTATES BLK 6 LOT 1(S166.75).  
**Title Company:** SENDERA TITRE AUBREY, TX ATTN: NAJOMI HAMPTON  
958 HWY 377, SUITE 100  
AUBREY, TX 76227  
**Earnest Money:** \$17,750<sup>00</sup>  
**Closing Date:** 30 days after the Effective Date, unless otherwise agreed, but no later than September 30, 2021  
**Purchase Price:** \$355,000<sup>00</sup>

**RECITALS**

- A. Seller owns certain real property (the "**Land**") located in the City of Krugerville, Denton County, Texas, containing 3450 acres, more or less, in the aggregate, more particularly described in Section 1 of this Agreement.
- B. The Land includes an approximately 3,840 Building.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

1. **Sale and Purchase.** Seller agrees to sell, and Purchaser agrees to purchase the Property as provided in this Agreement for the Purchase Price, which is commonly known as 100 Kruger Road, Krugerville, Texas, and more particularly described as COUNTRY ESTATES BLK 6 LOT 1(\$166.75)

2. **Title, Survey, and Environmental Reports.**

(a) Not later than ten (10) days after the Effective Date, Seller shall, at Purchaser's expense, deliver to Purchaser:

(i) a current commitment for an Owner's Policy of Title Insurance for the Land from the Title Company, setting forth the state of title to the Property together with any easements or restrictions (existing or created pursuant hereto) benefiting or burdening the Property, together with all exceptions or conditions to such title;

(ii) legible copies of all documents referenced in the Title Commitment;

(iii) any environmental or geotechnical studies or reports that Seller may have in its possession with respect to the Property; and,

(iv) tax certificate(s) regarding the payment of ad valorem taxes for current and prior years.

(b) Purchaser may, not later than twenty (20) days after the Effective Date, and at Purchaser's expense, obtain a survey of the Property and deliver same to Seller. "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Property, prepared by a Texas Registered Property Land Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors required for obtaining deletion of the survey exception in the Title Policy. The Survey shall show the boundaries of the Property and all improvements located thereon. Purchaser and Seller agree that the legal description set forth in the Survey shall be used for the deed and other documents prepared and executed at Closing. The parties agree that if the survey indicates a difference in the area of the Property than the area set forth in this Agreement, there shall be no adjustment in the Purchase Price.

(c) Purchaser shall, not later than ten (10) days after Purchaser's receipt of the last of the Survey and Title Commitment, notify Seller and Title Company of any objections to the Survey or Title Commitment. If there are objections by Purchaser, Seller shall in good faith attempt to satisfy them prior to Closing, but Seller shall not be required to incur any cost to do so. If Seller delivers written notice to Purchaser not later than the ten (10) calendar day after Seller's receipt of Purchaser's objections that Seller is unable to satisfy such objections, the Purchaser may either waive such objections and accept title

as Seller is able to convey or terminate this Agreement by written notice to Seller and the Title Company prior to the expiration of the Inspection Period and the Earnest Money shall be refunded to Purchaser.

**3. Inspection Period.**

(a) During the Inspection Period, which is twenty days from the Effective Date, Purchaser and its agents or employees shall have the right to enter upon the Property during regular business hours upon reasonable notice and conduct such inspections, tests and studies as they may deem necessary. If for any reason Purchaser determines not to purchase the Property, Purchaser may terminate this Agreement by notifying Seller and Title Company in writing prior to the expiration of the Inspection Period. In such event, the Earnest Money paid as rent shall be retained by the Seller and neither party shall have any further claim against the other under this Agreement.

(b) Purchaser may enter the Property to conduct its inspection, but shall be solely responsible for any damages caused thereby. Purchaser shall repair any damage to the Property it causes or that is caused by its agents or invitees, and shall indemnify and defend Seller and hold Seller harmless from and against any and all claims, liabilities or damages to the Property or against Seller caused by the intentional or negligent acts or omissions of Purchaser and/or Purchaser's authorized agents, representatives or employees during the Inspection Period or as a result of any inspection of the Property by such parties.

**4. Closing Date.**

- (a) The closing of the sale of the Property shall occur on the Closing Date at the Title Company, or at such other time as may be agreed in writing by the parties.
- (b) The purchase price, as recited herein, shall at closing be paid as follows:

- (i) Purchase price net to Seller:

**5. Closing Deliverables.**

- (a) At the closing of the Property, Seller shall deliver to the Title Company:
  - (i) a special warranty deed, in form and substance reasonably acceptable to Seller and Purchaser, conveying good and indefeasible title to Purchaser, free and clear of any and all encumbrances except the Permitted Exceptions, excluding the mineral rights, such mineral rights being reserved by the Seller;
  - (ii) such documents as may be reasonably required by Title Company in order to cause Title Company to issue a Texas owner's policy of title insurance (or equivalent) in the amount of the Purchase Price, insuring such title to the Purchaser;
  - (iii) any Restriction Agreement duly executed by Seller, if any; and
  - (ii) possession of the Property, free of parties in possession, if any, except those occupying under current lease agreements.

(v) Building and maintenance warranties including but not limited to roof, mechanical or interior finish out, if any.

(b) At the Closing, Purchaser shall deliver to Seller through the Title Company:

(i) the Purchase Price; and Net to Seller:

**6. Taxes.**

Purchaser understands and acknowledges that the Property is currently exempt from the assessment of ad valorem taxes, which status will change upon conveyance of the Property to Purchaser. Seller shall not be responsible for payment of property taxes assessed against the Property for periods after the date of Closing, as any become due and payable.

**7. Closing Costs**

(a) Purchaser hereby agrees to pay and be responsible for the following closing cost with respect to the closing of the Property:

(i) the cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property;

(ii) Seller share of Title Company's escrow fees;

(iii) all fees and costs for the Survey;

(iv) all fees and premiums for any endorsements to the Basic Owner's Title Policy;

(v) all costs and expenses incurred by or on behalf of the Purchaser, including Purchaser's attorneys' fees;

(vi) such other incidental costs and fees customarily paid by sellers of real property in Denton County, Texas, for transactions of a similar nature to the transaction contemplated herein.

(b) Seller hereby agrees to pay and be responsible for the following closing cost with respect to the closing on the purchase of the Property:

(i) all costs and expenses incurred by or on behalf of the Seller, including Seller's attorneys' fees; and

(ii) Purchaser's broker fee in an amount up to 3% of the Purchase Price.

**8. Conditions to Closing.**

Closing on the sale of the Property shall be conditioned upon:

- (i) Seller having delivering marketable title and/or Owner's Policy of Title issuance; and
- (ii) Delivery of special warranty deed
- (iii) Release of any lien or encumbrance, lis pendens or other title impediment.

If the conditions set forth in (i) has not been satisfied on or before ten (10) days prior to Closing, the Closing Date shall be extended for a period of thirty (30) days. If the conditions set forth in (ii) has still not been approved by the end of said thirty (30) day period, Purchaser may either (1) extend the Closing Date for an additional thirty (30) day period, (2) waive the condition and proceed to Closing, or (3) terminate this Agreement and rental agreement.

**9. Permitted Exceptions.**

Purchaser acknowledges and agrees that the Property will be conveyed by Seller at closing subject to the Special Warranty Deed and any acceptable restrictions therein. The (i) zoning, (ii) lien for current taxes, (iii) environmental condition, (iv) matters appearing on Schedule B of the Title Commitment that were not cured and to which Purchaser failed to object or otherwise waived objection shall be deemed to be Permitted Exceptions.

**10. Representations and Covenants.**

Seller represents and covenants that: (a) it has authority to enter into this Agreement; and (b) no other person has any interests in or claims against the Property (other than as reflected by the Title Commitment), and it will not hereafter encumber the Property. Purchaser represents that it has authority to enter into this Agreement. The only representations made by any party concerning the Property and this Agreement are as set out in this Agreement.

**11. Condition of Property Sold As-Is.**

(a) Purchaser represents that as of the Closing Date that it:

- (i) will have fully inspected the Property; and
- (ii) will have made all investigations as it deems necessary or appropriate and will be relying solely upon its inspection and investigation of the Property for all purposes whatsoever, including, but not limited to, the determination of the condition of the structures, improvements, soils, subsurface, drainage, surface and groundwater quality, and all other physical characteristics; availability and adequacy of utilities; compliance with governmental laws and regulations; access; encroachments; acreage and other survey matters and the character and suitability of the Property.

(b) Except with respect to the quality of the title being conveyed by Seller pursuant to this Agreement, Purchaser acknowledges and agrees that Seller has made no representations, warranties,



guarantees, statements or information, express or implied, pertaining to the Property, its condition, or any other matters whatsoever, made to or furnished to Purchaser by Seller or any employee or agent of Seller, except as specifically set forth in this Agreement.

(c) Purchaser waives, releases and forever discharges Seller, its officers, employees and agents and their respective successors and assigns, collectively referred to as the "Released Parties," of and from any and all suits, legal or administrative proceedings, claims or demands, actual damages, punitive damages, losses, liabilities, interest, attorney's fees, expenses of whatever kind in nature, in law or in equity, known or unknown (collectively referred to as "liabilities"), that the Purchaser ever had, now has, or in the future may have, against any of the Released Parties based upon, or arising indirectly or directly out of (i) the condition, status, quality or nature of the Property, and (ii) the existence, presence or conditions of asbestos and any toxic or hazardous material in or under the Property. The Purchaser also agrees to indemnify, defend, and save harmless the Released Parties from and against any and all liabilities that any of the Released Parties may incur or become responsible for, as a result of any claims by any persons or entities whatsoever, including, but not limited to, any governmental authorities, based upon or arising directly or indirectly out of, the matters described in the preceding sentence, but Purchaser's indemnification will only relate to such claims that first arise during and in connection with Purchaser's ownership of the Property, to the extent permitted by law.

The warranties, representations, agreements, indemnification and release set forth in this Paragraph 11 shall survive closing, and shall be incorporated into the deed.

**12. Risk of Loss.**

Seller shall bear the risk of loss if any cause whatsoever until the time of closing. In the event that the improvements and/or the property is substantially damaged or destroyed the Purchaser may terminate this agreement and shall be released from any future obligation to close or pay rent under any prior Lease Agreement.

**13. Reservation of Minerals; Waiver of Surface Rights.**

(a) Purchaser agrees that Seller, for itself and its successors and assigns, as their interests may appear, reserves from this conveyance unto Seller all oil, gas and other minerals owned by Seller located in and under and that may be produced from the Property to the extent not reserved by prior grantors, provided, however, Seller, for itself and its successors and assigns agrees to waive all surface rights and other rights of ingress and egress in and to the Property, and agrees that in conducting operations with respect to the exploration for and production, processing, transporting and marketing of oil, gas and other minerals from the Property, that no portion of the surface of the Property will be used, occupied or damaged and that fixtures, equipment, buildings or structures used in connection with the exploitation of the reserved mineral, oil and gas rights, shall not be placed on the surface of the Property. Seller shall not be restricted or prohibited from the pooling or unitization of the portion of the mineral estate owned by Seller with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property; provided that these operations will in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property. The foregoing reservation of minerals and Seller's waiver of surface rights set forth above shall survive closing be included in substance in the special warranty deed.

**14. Remedies.**

If Purchaser defaults, Seller's sole remedy shall be to terminate this Agreement and retain the Earnest Money. If Seller defaults, Purchaser's sole remedy shall be to terminate this Agreement and obtain a refund of the Earnest Money. No termination shall occur pursuant to a default until the non-defaulting party has provided written notice of default not less than ten (10) days prior to the proposed date of termination and the defaulting party has failed to cure the default; provided, however, if all parties have fully performed and all conditions to Closing have been satisfied other than the signing of documents close on the sale of the Property and one party fails to perform such necessary acts to deliver funds and execute documents required for Closing, on the date of Closing, then this Agreement shall terminate one (1) business day after demand is made to the non-performing party and the party continues to fail to close on the transaction, with the Earnest Money being paid to the party ready, willing, and able to close on the sale.

**15. Notices.**

Notices must be in writing and may be hand delivered and/or mailed by certified mail with return receipt requested to the addresses stated above. Notice given by delivery service shall be effective upon receipt at the address of the addressee; notice given by mail shall be effective upon earlier of actual receipt or three (3) days after placing the notice in a receptacle of the United States Postal Service, postage prepaid and properly addressed. In addition, copies of notices shall be provided to the party's attorney at the addresses indicated above.

**16. Term.**

This Agreement shall be effective on the Effective Date and, except for the provisions of this Agreement that survive termination, shall terminate:

- (a) on the closing date of the sale of the Property to Purchaser;
- (b) on the date mutually agreed by the parties; or
- (c) the date the Agreement is terminated pursuant to Section 11, above.

**17. Miscellaneous.** This Agreement is subject to the following additional provisions and conditions:

- (a) *Entireties.* This Agreement contains the entire agreement of the parties pertaining to the Property.
- (b) *Modifications.* This Agreement may only be modified by a written document signed by both parties.

(c) *Assignment.* Purchaser may not assign its rights under this Agreement to any entity without the express written consent of Seller; provided, however, that Purchaser may, upon written notice to Seller but without the requirement of prior written consent from Seller, assign this Agreement to an entity in which Purchaser or its principals owns a majority interest or to an entity that is controlled by another entity in which Purchaser or its principals owns a majority interest.

(d) *Time is of the Essence.* Time is of the essence with respect to the performance by the parties of their respective obligations hereunder.

(e) *Effective Date.* The Effective Date of this Agreement shall be the last date on which the authorized representatives of all parties have signed this Agreement.

(f) *Non-Business Day.* If the final date of any period provided herein for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, federal holiday, or a day on which Seller's main offices are not open for regular business, then the end of such period shall be extended to the next day that is not one of the foregoing described days.

(g) *Zoning.* Seller assumes no obligation to change the current zoning on the Property.

(h) *Brokers.* The parties represent and warrant that they have not worked with any broker relative to this transaction and that the brokerage commission is due and payable upon the Closing under separate agreement. Seller will pay up to 3% of the Purchase Price toward Purchaser's broker fee upon receipt of a written broker agreement. Otherwise, to the extent allowed by law, each party shall indemnify each other from any claim for brokers' commissions relative to the sale of the property and alleged to be due.

(i) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and constitute one and the same instrument, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(j) *Legal Construction.* In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

(k) *Law Governing.* This Agreement shall be construed under and in accordance with the laws of the State of Texas; and venue for any action arising from this Agreement shall be in the State District Court of Denton County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

(l) *Survival of Covenants.* Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive.

**(Signatures on Following Page)**

SIGNED AND AGREED this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

NEPD Commission:

\_\_\_\_\_  
T. Lynn Tompkins, Jr.  
NEPD Commission Chair

SIGNED AND AGREED this the 9<sup>th</sup> day of August, 2021

By: David Britt 972-523-9204  
10342 Bobbie Lane  
Pilot Point, TX 76258

**RECEIPT OF CONTRACT**

Title Company acknowledges receipt of a copy of this Agreement executed by both Seller and Purchaser on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By \_\_\_\_\_

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

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

*FYI - THERE WERE NO RESTRICTIVE COVENANTS IN THE BID PACKAGE FOR US TO SIGN.*

**Broker Agreement-**

Please let this letter agreement serve as my authorization that Ron Bullock of Scott Brown Commercial will be the authorized Broker representing me in connection with the purchase of the Property legally described as: Country Estates Block 6, Lot 1 having a physical address of 100 Kruger Road, Krugerville, Denton County, Texas.

In the event that I am the successful bidder for the Property through the bid process identified through "Bid Packet Number 2021-1" and subsequently close the sale of the Property, then Seller, according to the terms and conditions set forth in Paragraph 17 (h) of the Contract for Purchase and Sale, Seller shall pay to Scott Brown Commercial- Ron Bullock ( "Purchaser Broker") three (3%) percent in cash of the Purchase Price at Closing.

By: David Britt

Signature: *David Britt*

Date: 8/10/21

include (2) completed, signed copies of each of the Real Estate Contract (Exhibit "B"). All necessary forms are included with this packet. Bids must be received by the date and time indicated above and must be in a sealed envelope.

The Northeast Police Department Commission  
T. Lynn Tompkins, Jr., Commission Chair  
Bid Information Packet Number 2021-1  
Sale of Property and Building at:  
100 Kruger Road, Krugerville, TX 76227

All bids will be presented to the Northeast Police Department Commission at which time the Commission reserves the right to accept or reject any or all bids and to waive informalities in bid responses. No bid may be withdrawn within ninety (90) days after the date of which bids are opened. The successful bidder must close on the property within thirty (30) days of the Northeast Police Department Commission's approval of the bid in order to avoid termination of the contract, penalty payments, and/or forfeiture of the bid security instrument.

Sealed bids addressed to:  
Northeast Police Department Commission, T. Lynn Tompkins, Jr., Commission Chair

will be received at:  
Cross Roads Town Hall  
3201 US 380, Suite 105  
Cross Roads, Texas 76227

bids will be received  
no later than:  
2:00 p.m.  
Tuesday, August 17, 2021

to be considered for acceptance:  
Bids received and dated after the above time and date **WILL NOT BE CONSIDERED FOR ACCEPTANCE.**

All bids must be in a SEALED ENVELOPE and marked on the outside of the envelope: "Bid Number 2021-1, Sale of Land and Building at 100 Kruger Road, Krugerville, Texas 76227."

All bids must include completed and two signed copies of the Real Estate Contract and Restrictive Covenants as well as the bid security.

minimum bid:  
\$275,000. Should a bid not be received in this amount, the Northeast Police Department Commission will retain ownership of the property.

City contract for additional information:  
Any additional questions, requests for inspection or other information sought may be obtained by contacting NEPD Commission Chair, T. Lynn Tompkins, Jr. at [l.tompkins@crossroadstx.gov](mailto:l.tompkins@crossroadstx.gov).

bidder responsibilities:

Deleted: 3

The highest bidder will be responsible for all transaction costs related to the transfer of the property, including, but not limited to recording costs, current taxes due and the purchase cost of a title policy.

conditions of sale:

This property will be sold as is and where is. Upon transfer of title to the successful bidder, the Northeast Police Department Commission will assume no responsibility for additional repair or improvement to the property.

property identification:

Country Estates BLK6, LOT1, located at 100 Kruger Road, Krugerville, TX 76227 (as shown on Exhibit "A")

property description:

The subject property consists of land and building with an approximate building area of 3,840 (approximate) square feet situated on an approximately .3450 acre site.

The subject property is zoned C-1 (Commercial District – Office, Light Retail & Neighborhood Service) in the City of Krugerville Zoning Ordinance with corridor overlay restrictions. As such, the property is subject to Design Guidelines set forth by the Krugerville Code. Future exterior modifications will require review and approval by the Krugerville Planning & Zoning Commission and the Krugerville City Council. Allowed uses, special conditions, overlay information, and zoning district information may be found in Chapter 14 of the City of Krugerville Code of Ordinances, at [krugerville.org](http://krugerville.org).

**BID PROPOSAL FORM**

I hereby submit my proposal for the purchase of the property at:

Property Address: **100 Kruger Road, Krugerville, TX, 76227**

Legal Description: **COUNTRY ESTATES BLK 6 LOT 1(S166.75)**

Bid Amount: \$ 426,000.00

**THE NORTHEAST POLICE DEPARTMENT COMMISSION RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND/OR WAIVE ANY INFORMALITIES.**

I understand that the property is purchased "as is, where is, with all faults." I further understand that that if my bid is accepted by the Northeast Police Department Commission, the bid amount shall be paid in full by cashier's check or money order, made payable to the Northeast Police Department Commission within three calendar days of the award notification, see earnest money deposit. I hereby certify that I have read and understand the terms of this agreement as specified in the notice of sealed bid for sale of real property. I hereby approve and accept all of the conditions of this agreement.

Allan Kufner                      Kay Neubauer  
(Bidder's Signature)              (Bidder's Name)  
5201 Wood Shores Dr              940-390-5959  
(Address)                              (Telephone Number)              (Date)  
CROSS ROADS, TX 76227              8/17/2021



EXHIBIT "B"  
CONTRACT FOR PURCHASE AND SALE

This **Purchase and Sale Agreement** ("Agreement") to buy and sell real property is entered between Seller and Buyer as identified below and is effective on the date set forth in Section ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this Agreement, acknowledgement by Title Company of receipt of this Agreement.

**Seller:** Northeast Police Department  
**Seller's Address:** 100 Kruger Road, Krugerville, Texas 76227  
**Seller's Attorneys:** Matthew Boyle (BOYLE & LOWRY, L.L.P.) and Robert Brown (Brown and Hofmeister, LLP)  
**Purchaser:** *ALLAN & KAY Neubauer*  
**Purchaser's Attorney:**  
**Property:** 100 Kruger Road, Krugerville, Denton County, Texas, and more particularly described as COUNTRY ESTATES BLK 6 LOT 1(S166.75).  
**Title Company:** *Sendera Title, Naomi Hampton Aulrey, TX*  
**Earnest Money:** *\$21,300.00*  
**Closing Date:** 30 days after the Effective Date, unless otherwise agreed, but no later than *Sept. 17, 2021*  
**Purchase Price:** *\$426,000.00*

**RECITALS**

- A. Seller owns certain real property (the "**Land**") located in the City of Krugerville, Denton County, Texas, containing .3450 acres, more or less, in the aggregate, more particularly described in Section I of this Agreement.
- B. The Land includes an approximately 3,840 Building.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Sale and Purchase.** Seller agrees to sell, and Purchaser agrees to purchase the Property as provided in this Agreement for the Purchase Price, which is commonly known as 100 Kruger Road, Krugerville, Texas, and more particularly described as COUNTRY ESTATES BLK 6 LOT 1(\$166.75).

2. **Title, Survey, and Environmental Reports.**

(a) Not later than ten (10) days after the Effective Date, Seller shall, at Purchaser's expense, deliver to Purchaser:

(i) a current commitment for an Owner's Policy of Title Insurance for the Land from the Title Company, setting forth the state of title to the Property together with any easements or restrictions (existing or created pursuant hereto) benefiting or burdening the Property, together with all exceptions or conditions to such title;

(ii) legible copies of all documents referenced in the Title Commitment;

(iii) any environmental or geotechnical studies or reports that Seller may have in its possession with respect to the Property; and,

(iv) tax certificate(s) regarding the payment of ad valorem taxes for current and prior years.

(b) Purchaser may, not later than twenty (20) days after the Effective Date, and at Purchaser's expense, obtain a survey of the Property and deliver same to Seller. "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Property, prepared by a Texas Registered Property Land Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors required for obtaining deletion of the survey exception in the Title Policy. The Survey shall show the boundaries of the Property and all improvements located thereon. Purchaser and Seller agree that the legal description set forth in the Survey shall be used for the deed and other documents prepared and executed at Closing. The parties agree that if the survey indicates a difference in the area of the Property than the area set forth in this Agreement, there shall be no adjustment in the Purchase Price.

(c) Purchaser shall, not later than ten (10) days after Purchaser's receipt of the last of the Survey and Title Commitment, notify Seller and Title Company of any objections to the Survey or Title Commitment. If there are objections by Purchaser, Seller shall in good faith attempt to satisfy them prior to Closing, but Seller shall not be required to incur any cost to do so. If Seller delivers written notice to Purchaser not later than the ten (10) calendar day after Seller's receipt of Purchaser's objections that Seller is unable to satisfy such objections, the Purchaser may either waive such objections and accept title

*10 days*

as Seller is able to convey or terminate this Agreement by written notice to Seller and the Title Company prior to the expiration of the Inspection Period and the Earnest Money shall be refunded to Purchaser.

**3. Inspection Period.**

(a) During the Inspection Period, which is twenty days from the Effective Date, Purchaser and its agents or employees shall have the right to enter upon the Property during regular business hours upon reasonable notice and conduct such inspections, tests and studies as they may deem necessary. If for any reason Purchaser determines not to purchase the Property, Purchaser may terminate this Agreement by notifying Seller and Title Company in writing prior to the expiration of the Inspection Period. In such event, the Earnest Money paid as rent shall be retained by the Seller and neither party shall have any further claim against the other under this Agreement.

(b) Purchaser may enter the Property to conduct its inspection, but shall be solely responsible for any damages caused thereby. Purchaser shall repair any damage to the Property it causes or that is caused by its agents or invitees, and shall indemnify and defend Seller and hold Seller harmless from and against any and all claims, liabilities or damages to the Property or against Seller caused by the intentional or negligent acts or omissions of Purchaser and/or Purchaser's authorized agents, representatives or employees during the Inspection Period or as a result of any inspection of the Property by such parties.

**4. Closing Date.**

(a) The closing of the sale of the Property shall occur on the Closing Date at the Title Company, or at such other time as may be agreed in writing by the parties.

(b) The purchase price, as recited herein, shall at closing be paid as follows:

(i) Purchase price net to Seller:

**5. Closing Deliverables.**

(a) At the closing of the Property, Seller shall deliver to the Title Company:

(i) a special warranty deed, in form and substance reasonably acceptable to Seller and Purchaser, conveying good and indefeasible title to Purchaser, free and clear of any and all encumbrances except the Permitted Exceptions, excluding the mineral rights, such mineral rights being reserved by the Seller;

(ii) such documents as may be reasonably required by Title Company in order to cause Title Company to issue a Texas owner's policy of title insurance (or equivalent) in the amount of the Purchase Price, insuring such title to the Purchaser;

(iii) any Restriction Agreement duly executed by Seller, if any; and

(ii) possession of the Property, free of parties in possession, if any, except those occupying under current lease agreements.

(v) Building and maintenance warranties including but not limited to roof, mechanical or interior finish out, if any.

(b) At the Closing, Purchaser shall deliver to Seller through the Title Company:

(i) the Purchase Price; and Net to Seller:

6. **Taxes.**

Purchaser understands and acknowledges that the Property is currently exempt from the assessment of ad valorem taxes, which status will change upon conveyance of the Property to Purchaser. Seller shall not be responsible for payment of property taxes assessed against the Property for periods after the date of Closing, as any become due and payable.

7. **Closing Costs.**

(a) Purchaser hereby agrees to pay and be responsible for the following closing cost with respect to the closing of the Property:

(i) the cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property;

(ii) Seller share of Title Company's escrow fees;

(iii) all fees and costs for the Survey;

(iv) all fees and premiums for any endorsements to the Basic Owner's Title Policy;

(v) all costs and expenses incurred by or on behalf of the Purchaser, including Purchaser's attorneys' fees;

(vi) such other incidental costs and fees customarily paid by sellers of real property in Denton County, Texas, for transactions of a similar nature to the transaction contemplated herein.

(b) Seller hereby agrees to pay and be responsible for the following closing cost with respect to the closing on the purchase of the Property:

(i) all costs and expenses incurred by or on behalf of the Seller, including Seller's attorneys' fees; and

(ii) Purchaser's broker fee in an amount up to 3% of the Purchase Price.

**8. Conditions to Closing.**

Closing on the sale of the Property shall be conditioned upon:

- (i) Seller having delivering marketable title and/or Owner's Policy of Title issuance; and
- (ii) Delivery of special warranty deed.
- (iii) Release of any lien or encumbrance, lis pendens or other title impediment.

If the conditions set forth in (ii) has not been satisfied on or before ten (10) days prior to Closing, the Closing Date shall be extended for a period of thirty (30) days. If the conditions set forth in (ii) has still not been approved by the end of said thirty (30) day period, Purchaser may either (1) extend the Closing Date for an additional thirty (30) day period, (2) waive the condition and proceed to Closing, or (3) terminate this Agreement and rental agreement.

**9. Permitted Exceptions.**

Purchaser acknowledges and agrees that the Property will be conveyed by Seller at closing subject to the Special Warranty Deed and any acceptable restrictions therein. The (i) zoning, (ii) lien for current taxes, (iii) environmental condition, (iv) matters appearing on Schedule B of the Title Commitment that were not cured and to which Purchaser failed to object or otherwise waived objection shall be deemed to be Permitted Exceptions.

**10. Representations and Covenants.**

Seller represents and covenants that: (a) it has authority to enter into this Agreement; and (b) no other person has any interests in or claims against the Property (other than as reflected by the Title Commitment), and it will not hereafter encumber the Property. Purchaser represents that it has authority to enter into this Agreement. The only representations made by any party concerning the Property and this Agreement are as set out in this Agreement.

**11. Condition of Property Sold As-Is.**

(a) Purchaser represents that as of the Closing Date that it:

- (i) will have fully inspected the Property; and
- (ii) will have made all investigations as it deems necessary or appropriate and will be relying solely upon its inspection and investigation of the Property for all purposes whatsoever, including, but not limited to, the determination of the condition of the structures, improvements, soils, subsurface, drainage, surface and groundwater quality, and all other physical characteristics; availability and adequacy of utilities; compliance with governmental laws and regulations; access; encroachments; acreage and other survey matters and the character and suitability of the Property.

(b) Except with respect to the quality of the title being conveyed by Seller pursuant to this Agreement, Purchaser acknowledges and agrees that Seller has made no representations, warranties,

guarantees, statements or information, express or implied, pertaining to the Property, its condition, or any other matters whatsoever, made to or furnished to Purchaser by Seller or any employee or agent of Seller, except as specifically set forth in this Agreement.

(c) Purchaser waives, releases and forever discharges Seller, its officers, employees and agents and their respective successors and assigns, collectively referred to as the "Released Parties," of and from any and all suits, legal or administrative proceedings, claims or demands, actual damages, punitive damages, losses, liabilities, interest, attorney's fees, expenses of whatever kind in nature, in law or in equity, known or unknown (collectively referred to as "liabilities"), that the Purchaser ever had, now has, or in the future may have, against any of the Released Parties based upon, or arising indirectly or directly out of (i) the condition, status, quality or nature of the Property; and (ii) the existence, presence or conditions of asbestos and any toxic or hazardous material in or under the Property. The Purchaser also agrees to indemnify, defend, and save harmless the Released Parties from and against any and all liabilities that any of the Released Parties may incur or become responsible for, as a result of any claims by any persons or entities whatsoever, including, but not limited to, any governmental authorities, based upon or arising directly or indirectly out of, the matters described in the preceding sentence, but Purchaser's indemnification will only relate to such claims that first arise during and in connection with Purchaser's ownership of the Property, to the extent permitted by law.

The warranties, representations, agreements, indemnification and release set forth in this Paragraph 11 shall survive closing, and shall be incorporated into the deed.

**12. Risk of Loss.**

Seller shall bear the risk of loss if any cause whatsoever until the time of closing. In the event that the improvements and/or the property is substantially damaged or destroyed the Purchaser may terminate this agreement and shall be released from any future obligation to close or pay rent under any prior Lease Agreement.

**13. Reservation of Minerals; Waiver of Surface Rights.**

(a) Purchaser agrees that Seller, for itself and its successors and assigns, as their interests may appear, reserves from this conveyance unto Seller all oil, gas and other minerals owned by Seller located in and under and that may be produced from the Property to the extent not reserved by prior grantors; provided, however, Seller, for itself and its successors and assigns agrees to waive all surface rights and other rights of ingress and egress in and to the Property, and agrees that in conducting operations with respect to the exploration for and production, processing, transporting and marketing of oil, gas and other minerals from the Property, that no portion of the surface of the Property will be used, occupied or damaged and that fixtures, equipment, buildings or structures used in connection with the exploitation of the reserved mineral, oil and gas rights, shall not be placed on the surface of the Property. Seller shall not be restricted or prohibited from the pooling or unitization of the portion of the mineral estate owned by Seller with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations will in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property. The foregoing reservation of minerals and Seller's waiver of surface rights set forth above shall survive closing be included in substance in the special warranty deed.

**14. Remedies.**

If Purchaser defaults, Seller's sole remedy shall be to terminate this Agreement and retain the Earnest Money. If Seller defaults, Purchaser's sole remedy shall be to terminate this Agreement and obtain a refund of the Earnest Money. No termination shall occur pursuant to a default until the non-defaulting party has provided written notice of default not less than ten (10) days prior to the proposed date of termination and the defaulting party has failed to cure the default; provided, however, if all parties have fully performed and all conditions to Closing have been satisfied other than the signing of documents close on the sale of the Property and one party fails to perform such necessary acts to deliver funds and execute documents required for Closing, on the date of Closing, then this Agreement shall terminate one (1) business day after demand is made to the non-performing party and the party continues to fail to close on the transaction, with the Earnest Money being paid to the party ready, willing, and able to close on the sale.

**15. Notices.**

Notices must be in writing and may be hand delivered and/or mailed by certified mail with return receipt requested to the addresses stated above. Notice given by delivery service shall be effective upon receipt at the address of the addressee; notice given by mail shall be effective upon earlier of actual receipt or three (3) days after placing the notice in a receptacle of the United States Postal Service, postage prepaid and properly addressed. In addition, copies of notices shall be provided to the party's attorney at the addresses indicated above.

**16. Term.**

This Agreement shall be effective on the Effective Date and, except for the provisions of this Agreement that survive termination, shall terminate:

- (a) on the closing date of the sale of the Property to Purchaser;
- (b) on the date mutually agreed by the parties; or
- (c) the date the Agreement is terminated pursuant to Section 11, above.

**17. Miscellaneous.** This Agreement is subject to the following additional provisions and conditions:

- (a) *Entireties.* This Agreement contains the entire agreement of the parties pertaining to the Property.
- (b) *Modifications.* This Agreement may only be modified by a written document signed by both parties.
- (c) *Assignment.* Purchaser may not assign its rights under this Agreement to any entity without the express written consent of Seller; provided, however, that Purchaser may, upon written notice to Seller but without the requirement of prior written consent from Seller, assign this Agreement to an entity in which Purchaser or its principals owns a majority interest or to an entity that is controlled by another entity in which Purchaser or its principals owns a majority interest.

(d) *Time is of the Essence.* Time is of the essence with respect to the performance by the parties of their respective obligations hereunder.

(e) *Effective Date.* The Effective Date of this Agreement shall be the last date on which the authorized representatives of all parties have signed this Agreement.

(f) *Non-Business Day.* If the final date of any period provided herein for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, federal holiday, or a day on which Seller's main offices are not open for regular business, then the end of such period shall be extended to the next day that is not one of the foregoing described days.

(g) *Zoning.* Seller assumes no obligation to change the current zoning on the Property.

(h) *Brokers.* The parties represent and warrant that they have not worked with any broker relative to this transaction and that the brokerage commission is due and payable upon the Closing under separate agreement. Seller will pay up to 3% of the Purchase Price toward Purchaser's broker fee upon receipt of a written broker agreement. Otherwise, to the extent allowed by law, each party shall indemnify each other from any claim for brokers' commissions relative to the sale of the property and alleged to be due.

(i) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and constitute one and the same instrument; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(j) *Legal Construction.* In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

(k) *Law Governing.* This Agreement shall be construed under and in accordance with the laws of the State of Texas; and venue for any action arising from this Agreement shall be in the State District Court of Denton County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

(l) *Survival of Covenants.* Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive.

**(Signatures on Following Page)**



Alan Ruler Kay Neubauer

SIGNED AND AGREED this the 17<sup>th</sup> day of August, 2021.

NEPD Commission:

T. Lynn Tompkins, Jr.  
NEPD Commission Chair

SIGNED AND AGREED this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

**RECEIPT OF CONTRACT**

Title Company acknowledges receipt of a copy of this Agreement executed by both Seller and Purchaser on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

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



## COUNCIL AGENDA BRIEFING SHEET

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Meeting Date:

September 7, 2021

Agenda Item:

Discuss and consider approval of an Interlocal Agreement for Fire, Rescue and Emergency Medical Services between the Town of Cross Roads and the Town of Little Elm and authorize the Mayor to execute the same.

Prepared by:

Kristi Gilbert, Town Administrator

Description:

The Mayor's Task Force on Fire and EMS Services provided an updated report to Council at their August 16, 2021 Council meeting. After hearing the report, the Town Council voted three to two to pursue a five-year interlocal agreement with the Town of Little Elm for fire, rescue and emergency medical services. The funds necessary for the agreement are included in, the Fiscal Year 2022 Proposed Budget.

Staff Recommended Action:

Staff recommends approval of the interlocal agreement.

Attachments:

Proposed Interlocal Agreement

**INTERLOCAL AGREEMENT FOR FIRE, RESCUE, AND EMERGENCY MEDICAL SERVICES BETWEEN THE TOWN OF CROSS ROADS, TEXAS, AND THE TOWN OF LITTLE ELM, TEXAS**

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

This Interlocal Agreement (“**Agreement**”) is made and entered by and between the TOWN OF CROSS ROADS, a municipal subdivision of the State of Texas and located in Denton County, hereinafter referred to as “CROSS ROADS,” and THE TOWN OF LITTLE ELM, a municipal subdivision in the State of Texas and located in Denton County, hereinafter referred to as “LITTLE ELM.”

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

**WHEREAS**, LITTLE ELM is a municipality engaged in the provision of fire, rescue and emergency medical services for the benefit of the citizens of LITTLE ELM; and

**WHEREAS**, CROSS ROADS desires to obtain fire, rescue, and emergency medical services rendered by LITTLE ELM, as fully hereinafter described for the benefit of the residents of CROSS ROADS; and

**WHEREAS**, the furnishing of the services is a governmental function that services the public health and welfare and is of mutual concern to the contracting parties; and

**WHEREAS**, CROSS ROADS and LITTLE ELM mutually desire to be subject to the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

**NOW, THEREFORE, CROSS ROADS and LITTLE ELM** for mutual consideration hereinafter stated, agree as follows;

**SECTION I  
EFFECTIVE DATE**

The effective date of this Agreement shall be the 1<sup>st</sup> day of October 2021.

**SECTION II  
TERM OF AGREEMENT**

The term of this Agreement shall be for the period of October 1, 2021, through September 30, 2026.

**SECTION III  
GENERAL DEFINITIONS**

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

“**INCIDENT RESPONSE**” shall mean any circumstance where the communications center receives a request which merits the dispatching of a fire or medical unit, and said unit initiates a response to the “**SERVICE AREA**.” An **INCIDENT RESPONSE** may include both emergency and non-emergency calls for service and/or call types.

“**INCIDENT REPORT**” shall mean an official record, utilizing the National Fire Incident

Reporting Systems. An INCIDENT REPORT shall be completed by LITTLE ELM on all INCIDENT RESPONSES.

“SERVICE AREA” means any property or roadway within the corporate limits of CROSS ROADS.

### **CALL TYPE DEFINITIONS**

“FIRE INCIDENTS” shall mean a call for service that requires fire suppression actions. Common FIRE INCIDENTS include building fires; cooking fires; chimney fires; automobile or recreational vehicle fires; brush or grass fires; and trash or dumpster fires

“HAZARDOUS CONDITIONS” shall mean a call for service that requires hazard mitigation. Common HAZARDOUS CONDITIONS include natural gas or propane leaks; gasoline or flammable liquid spills; electrical wiring/equipment problems; downed powerlines; and minor vehicle accidents with fluid spills

“EMERGENCY MEDICAL CALLS” shall mean a call for service that requires emergency medical services. Common EMERGENCY MEDICAL CALLS include chest pains/heart attacks; strokes; cardiac arrests; unconscious persons; difficulty breathing; chokings; drownings; gunshots/stabbings; diabetic emergencies; and other illnesses or injuries

“MAJOR MOTOR-VEHICLE ACCIDENTS” shall mean a call for service involving a motor-vehicle collision. Examples include single motor-vehicle collision; motor-vehicle/motor-vehicle collision; motor-vehicle/pedestrian accident; and extrication of trapped persons from a vehicle

“RESCUES” shall mean a call for service requiring rescue services. Common RESCUES include children locked in vehicles; search for missing or lost persons; and extrication of a trapped persons from machinery or equipment

“SERVICE CALLS” shall mean a call to provide service on a non-emergency incident/event. Common SERVICE CALLS include assisting a disabled person into a bed/chair; investigate a complaint on smoke or odor; an animal rescue (such as a dog locked inside a car); and assist law enforcement

“SEVERE WEATHER INCIDENTS” shall mean a call related to severe weather of all types. Common SEVERE WEATHER INCIDENTS include wind or flood assessments; and investigation of lightning strikes.

### **SECTION IV SERVICES TO BE PROVIDED**

The Little Elm Fire Department shall respond as requested or dispatched and render the appropriate services for the following call types within the SERVICE AREA: FIRE INCIDENTS; HAZARDOUS CONDITIONS; EMERGENCY MEDICAL CALLS; MAJOR MOTOR-VEHICLE ACCIDENTS; RESCUES; SERVICE CALLS; and SEVERE WEATHER INCIDENTS.

It is recognized that the officers and employees of LITTLE ELM determine priorities in the dispatching and use of such equipment and personnel and the judgement of any officer or employee as to any such matter shall be the final determination.

CROSS ROADS understands and agrees that LITTLE ELM is not and shall not be required to purchase any additional equipment of any type or nature for purposes to provide services under this Agreement. Little Elm Fire Department may provide service under this Agreement through mutual aid and/or interlocal cooperation agreements between LITTLE ELM and other fire and emergency services providers.

**SECTION V  
CROSS ROADS RESPONSIBILITIES**

CROSS ROADS shall designate the Mayor to act on behalf of the CROSS ROADS and to serve as a “Liaison Officer” to LITTLE ELM. CROSS ROADS shall Ensure the performance of all duties and obligations of CROSS ROADS herein stated and, shall devote sufficient time and attention to the execution of said duties on behalf of CROSS ROADS in full compliance with the terms and conditions of this Agreement and shall provide immediate and direct supervision of CROSS ROADS employees, agents, contractors, sub-contractors, and/or laborers, if any for the purposes, terms and conditions of this Agreement for the mutual benefit of CROSS ROADS and LITTLE ELM.

**SECTION VI  
LITTLE ELM RESPONSIBILITIES**

LITTLE ELM shall ensure the performance of all duties and obligations of LITTLE ELM as herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of LITTLE ELM in full compliance with the terms and conditions of this Agreement and shall provide immediate and direct supervision of LITTLE ELM employees, agents, contractors, sub-contractors and/or laborers, if any in the furtherance of the purpose, terms and conditions of this Agreement for the mutual benefit of CROSS ROADS and LITTLE ELM.

**SECTION VII  
PAYMENT FOR RETENTION OF SERVICE**

CROSS ROADS agrees to pay to LITTLE ELM an annual fee of \$452,300 for the first year of service. The annual fee shall be paid in four (4) equal parts on a quarterly basis as provided for in Section XI. The annual fee will remain at \$452,300 for the second year of service. Beginning on October 1, 2023, the third year of service, the annual fee will be increase 2.5%. Each subsequent year of service will include a 2.5% fee increase throughout the term of this Agreement. All payments shall be made from currently available funds.

It is fully understood by CROSS ROADS that this warrant does not apply to the Interlocal Agreement executed between Denton County and LITTLE ELM.

**SECTION VIII  
AMBULANCE BILLING RATES**

CROSS ROADS agrees that they will not expect to receive any remuneration reimbursed from ambulance billing payments received by LITTLE ELM as billed for ambulance services provided within the SERVICE AREA.

It is further mutually agreed and understood that LITTLE ELM may bill residents or individuals receiving ambulance services provided by LITTLE ELM in CROSS ROADS. It is mutually agreed and understood that CROSS ROADS may not bill for ambulance services provided by LITTLE ELM under this Agreement within the SERVICE AREA.

CROSS ROADS understands and LITTLE ELM warrants that the billing schedule of charges for ambulance services provided by LITTLE ELM within the SERVICE AREA is the same for all other entities contracting with LITTLE ELM and the same as LITTLE ELM bills its residents; it is also fully understood by CROSS ROADS that this warrant does not apply to the Interlocal Agreement as executed between Denton County and LITTLE ELM.

**SECTION IX  
MONTHLY REPORTS**

LITTLE ELM agrees to provide CROSS ROADS with a monthly report from its INCIDENT REPORTS. The monthly report will identify the date, times, location, the alarm type for each call for service within the SERVICE AREA; as well as, the average response time of the first arriving unit. LITTLE ELM shall provide INCIDENT REPORTS for INCIDENT RESPONSES within the SERVICE AREA when requested by CROSS ROADS or a resident of CROSS ROADS. LITTLE ELM will comply with the Health Insurance Portability and Accountability Act (HIPAA) when it comes to matters related to patient reports and personal history information.

#### **SECTION X TERMINATION**

Either party giving one hundred eighty (180) days advance notice to the other party may terminate the Agreement at any time. In the event of such termination by either party, LITTLE ELM shall be compensated “pro rata” for all services performed to termination date, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination, should LITTLE ELM be overcompensated on a “pro rata” basis for all services performed to termination date and/or be overcompensated by reimbursable expenses authorized by this Agreement, CROSS ROADS shall reimburse “pro rata” for all such overcompensation. Acceptance of said reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

#### **SECTION XI PAYMENT DUE DATES AND BREACH OF PAYMENT**

Payments by CROSS ROADS during the term of this Agreement, are due and payable prior to the 15<sup>th</sup> of the beginning month of each calendar quarter under this Agreement beginning October 15<sup>th</sup>, 2021. LITTLE ELM shall provide immediate written notice to the chief executive officer of CROSS ROADS, if CROSS ROADS fails to provide timely payment under this Agreement. Failure by CROSS ROADS to remedy such delinquent payment to LITTLE ELM within 15 calendar days of written notice shall constitute a material breach of this Agreement and then and thereby immediately result in this Agreement being considered null and void in all respects.

#### **SECTION XII AMENDMENTS**

This Agreement represents the entire and integrated agreement between CROSS ROADS and LITTLE ELM and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CROSS ROADS and LITTLE ELM.

#### **SECTION XIII APPLICABLE LAWS/VENUE**

The Texas Torts Claim Act or other appropriate statutes, ordinances, or laws of the State of Texas shall govern third party claims against either party. Venue of any legal action brought under this Agreement shall lie in Denton County, Texas.

#### **SECTION XIV SEVERABILITY**

If any one or more of the minor provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such provision shall not affect any other provision thereof and the balance of this Agreement shall remain in force.

**SECTION XV  
NOTICES**

Notices of any breach or modification under this Agreement must be in writing and (1) mailed by certified mail to or (2) hand delivered to the chief executive officer of the other party or their office.

**SECTION XVI  
AUTHORIZATION OF SIGNATURES**

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

**SECTION XVII  
Dispute Resolution**

LITTLE ELM and CROSS ROADS agree to work together in good faith to affect the purposes of this Agreement. In the event of any dispute relative to this Agreement, LITTLE ELM and CROSS ROADS shall endeavor to resolve such dispute through direct discussions involving the Mayors of both municipalities. When possible those efforts shall include at least one face-to-face meeting of a relevant decision-maker for each city. At a minimum the informal dispute resolution process shall include a phone call that includes a relevant decision-maker for each city. If the Parties are unable to informally resolve the dispute within thirty (30) days of notification, LITTLE ELM and CROSS ROADS agree to engage in mediation in good faith. The requirement to engage in mediation is a condition precedent to the initiation of litigation pursuant to this Agreement.

EXECUTED in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_.

**LITTLE ELM**

**CROSS ROADS**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Mayor

ATTEST:

ATTEST:

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Town Secretary

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Town Secretary

DRAFT





## COUNCIL AGENDA BRIEFING SHEET

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Meeting Date:

September 7, 2021

Agenda Item:

Consider an Interlocal Agreement with the City of Krugerville for Administrative Services Necessary for the Wind-Down of the Northeast Police Department.

Prepared by:

Kristi Gilbert, Town Administrator

Description:

As part of the dissolution of the Northeast Police Department (NEPD), the NEPD Commission met on August 17<sup>th</sup> and recommended entering into an Interlocal Agreement for Administrative Services necessary for the wind-down of the NEPD. The administrative services include processing final payments, 1099's, W-2's and other similar items. The agreement proposes the expenses be split between the Town of Cross Roads and the City of Krugerville 70% and 30% respectively as was the case with the ILA for the NEPD.

The City of Krugerville met on August 26, 2021 and approved amendments to the attached Interlocal Agreement; however, the amended ILA had not been provided as of the time of posting the packet.

Staff Recommended Action:

Staff recommends approval of the ILA.

Attachments:

Proposed ILA

## Northeast Police Department Wind-down Administration Agreement

WHEREAS, the City of Krugerville (“Krugerville”) and the Town of Cross Roads (“Cross Roads”) previously entered into the Northeast Police Department Agreement dated October 19, 2020 (the “Interlocal”); and

WHEREAS, Krugerville has notified Cross Roads of its termination of the Interlocal effective October 1, 2021; and

WHEREAS, the termination of the Interlocal will require post-termination administration of the wind-down of the Northeast Police Department and its assets; and

WHEREAS, Krugerville and Cross Roads wish to provide for an orderly administration of the wind-down of the Northeast Police Department and are entering into this Agreement to achieve that goal; and

WHEREAS, this Agreement was approved by the Northeast Police Department Commission.

NOW THEREFORE, in consideration of the mutual obligations and benefits provided for herein, the receipt and sufficiency of which are hereby affirmed, Krugerville and Cross Roads hereby agree as follows:

### 1. Term

This Agreement will remain in effect for the shorter period of one (1) year or the completion of all administrative obligations associated with the wind-down of the Northeast Police Department.

### 2. Wind-down Responsibilities and Duties

The Interlocal provides for the division of administrative duties and responsibilities between Krugerville and Cross Roads in Sections 8 and 9 of the Agreement. Krugerville and Cross Roads wish to carry forward that same division of responsibilities and duties throughout the term of this Agreement and hereby agree to do so. The Northeast Police Department Commission shall administer the wind-down in accordance with Section 6 of the Interlocal.

Krugerville and Cross Roads will share the administrative costs of the wind-down, including but not limited to audits, bookkeeping services, utility bills, credit card bills, Quickbook costs, W-2’s, and 1099’s, at 70% Cross Roads and 30% Krugerville.

### 3. Disposition of Assets

Section 18 of the Interlocal provides for the division of assets of the Northeast Police Department. Krugerville and Cross Roads agree to compile an inventory of all assets of the Northeast Police

Department. The Northeast Police Department Commission is authorized to administer the division and disposition of assets in accordance with Sections 6 and 18 of the Interlocal.

#### 4. Dispute Resolution

Krugerville and Cross Roads agree to work together in good faith to affect an orderly and timely wind-down of the Northeast Police Department. In the event of any dispute relative to this Agreement, Krugerville and Cross Roads shall endeavor to resolve such dispute through direct discussions involving the Mayors of both municipalities. When possible those efforts shall include at least one face-to-face meeting of a relevant decision-maker for each city. At a minimum the informal dispute resolution process shall include a phone call that includes a relevant decision-maker for each city. If the Parties are unable to informally resolve the dispute within thirty (30) days of notification, Krugerville and Cross Roads agree to engage in mediation in good faith. The requirement to engage in mediation is a condition precedent to the initiation of litigation pursuant to this Agreement.

#### 5. Effective Date

This Agreement shall take effect upon the last date of execution noted below.

TOWN OF CROSS ROADS

CITY OF KRUGERVILLE

Mayor T. Lynn Tompkins, Jr.  
Date

Mayor Jeff Parrent  
Date



## COUNCIL AGENDA BRIEFING SHEET

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Meeting Date:

September 7, 2021

Agenda Item:

Discuss and consider a resolution appointing the Cross Roads Municipal Court Judge and associate judges.

Prepared by:

Kristi Gilbert, Town Administrator

Description:

The Northeast Municipal Court (NEMC) is dissolving as part of the dissolution of the Northeast Police Department (NEPD). This necessitates the appointment of a Municipal Judge and Associate Municipal Judges for the Cross Roads Municipal Court. Judge Greg Bertrand has served as the Northeast Municipal Court Judge since 2016. It is necessary to appoint associate judges for instances when Judge Bertrand may not be available or has a conflict. Judge Allison Grant has served as an Associate Judge for NEMC as well. Judge Bertrand has also recommended the appointment of Gilliland Chenault as another Associate Judge.

Staff Recommended Action:

Staff recommends approval of the resolution appointing Greg Bertrand as the Municipal Judge and Allison Grant and Gilliland Chenault as Associate Judges

Attachments:

Resumes under separate cover

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

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CROSS ROADS, DENTON COUNTY, TEXAS, APPOINTING A MUNICIPAL JUDGE OF THE MUNICIPAL COURT OF THE TOWN OF CROSS ROADS FOR A TERM RUNNING CONCURRENT WITH THE MAYOR; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Cross Roads desires to appoint a Municipal Judge to the Municipal Court of Cross Roads, Texas; and,

**WHEREAS**, the Cross Roads Town Council desires to appoint the Municipal Judge to the Municipal Court for a term running concurrent with the Mayor, as required by the ordinances of the Town; and,

**WHEREAS**, the Cross Roads Town Council desires to appoint the Associate Municipal Judges to the Municipal Court for a term running concurrent with the Mayor, as required by the ordinances of the Town;

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

**SECTION 1.** The Town Council specifically finds and determines that Greg Bertrand shall be and is hereby appointed as the Municipal Judge of the Municipal Court of the Town of Cross Roads for the term which commences October 1, 2021 and ends in May 2022, concurrent with the Mayor and for so long thereafter until his reappointment; or until his successor is appointed and qualified. All persons serving as judge, regardless of term, serve at the discretion and pleasure of the Town Council.

**SECTION 2.** The Town Council specifically finds and determines that Allison Grant and Gilliland Chenault shall be and are hereby appointed as Associate Municipal Judges of the Municipal Court of the Town of Cross Roads for the term which commences October 1, 2021 and ends in May 2022, concurrent with the Mayor. All persons serving as associate judge, regardless of term, serve at the discretion and pleasure of the Town Council.

**SECTION 3.** Should any word, sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be invalid, void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution which shall remain in full force and effect.

**SECTION 4.** All provisions of the Resolutions of the Town of Cross Roads, Texas in conflict with the provisions of this Resolution be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

**SECTION 5.** This Resolution shall become effective immediately from and after its passage, as the law in such cases provide.

**DULY RESOLVED**, by the Town Council of the Town of Cross Roads, on this the 7<sup>th</sup> day of September, 2021.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Town Attorney



# COUNCIL AGENDA BRIEFING SHEET

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Meeting Date:

September 7, 2021

Agenda Item:

Discuss and consider a request by the Parks and Recreation Board to amend to amend the Parks Board Resolution to provide for a semi-independent board with budgetary authority.

Requested by:

Ron Zohfeld, Parks and Recreation Board Chairperson

Prepared by:

Kristi Gilbert, Town Administrator

Description:

Ron Zohfeld, Chairperson of the Parks and Recreation Board, has prepared the attached draft amendment to the Parks Resolution to change the Parks and Recreation Board from and advisory board to a “semi-independent” board with final approval of expenditures less than \$10,000; to adopt rules and regulations governing the use of the parks; to create and maintain Parks and Recreation reservations, website and Facebook page; to interact with Staff and the Town Council on items related to contracts/legal documents, land development, structures and facilities.

Staff Recommended Action:

Staff does not recommend approval of the proposed resolution in that certain items outlined are not in compliance with the Town’s current policies or provided for in state law. Staff would like to offer suggestions to the Parks Board which have already been communicated to the membership, including the following:

- Preparation of a proposed annual budget that includes specific expenditures for each event and/or project for the Council to approve in one action, versus seeking approval at several meetings;
- Forgo reservations of the park facilities as that is a task that would generate additional staff resources, regardless of if the Park Board is managing the reservations or not; and,
- Have the Park Board make recommendations they feel are appropriate with regard to Park Rules for the Council to adopt by ordinance as is required by state law.

Attachments:

Proposed Resolution Drafted by Parks and Recreation Board  
Current Parks Board Resolution

**AMENDMENT TO RESOLUTION NO. 2020-0921-03**

**THIS IS AN AMENDMENT TO THE RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CROSS ROADS, TEXAS, CREATING AND ESTABLISHING A PARKS AND RECREATION BOARD; SPECIFYING THE BOARD'S POWERS AND DUTIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Cross Roads, Texas, finds and determines that it is advisable and in the best interest of the citizens of the Town to amend the creation and establishment of the Parks and Recreation Board to serve in a Semi-Independent board with the duties and function as listed, and does so by this Resolution.

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

**SECTION 1.** That the Town Council does hereby amend the creation and establishment of the Parks and Recreation Board (the "Board") of the Town of Cross Roads, Texas, to serve in a semi-independent capacity, and to assume the duties and perform the functions enumerated hereinafter.

**SECTION 2.** That the Board shall consist of seven (7) regular members and two (2) alternate members, and one (1) Seated Council person to act as liaison, each of whom shall be appointed by the Town Council. Alternate members may participate in deliberations but shall not vote unless serving in the place of an absent Board member or at the request of the Board's chairperson, Council liaison, or the mayor. **All Board members shall serve at the pleasure of the Town Council.** The Board shall have the following powers and duties:

- 1) Submit an annual budget, in item detail, for Park Maintenance, Park Events and all Park Improvements:
  - a. The Park Board shall act in an advisory capacity to the Town Council and has an operating program with independent responsibility.
  - b. Any Capital improvement over **\$10,000** must be presented to Council before the expense contract is approved. If the funds are in the form of a Board Acquired Grant, the Board has complete authority over expending the funds up to **\$10,000** for any single project;
  - c. At all times, the bidding process and approval will be available for Council review;
- 2) To acquaint itself with and make a continuous study and inspection of the complete park and recreation system;
- 3) To act as a semi-independent advisory board to the Town Council and town staff in matters pertaining to capital expenses, parks master plan, structures, facilities, contract/legal documents, annual budget proposal and future expansion of parks and recreation projects and land development.
- 4) To adopt a set of standards on areas, facilities, programs and financial support;
- 5) To create a set of rules, and regulations governing the use of park facilities;
- 6) To create and maintain Parks and Recreation reservations, calendar of events, website and Facebook page;
- 7) To advise the Town Council via the Parks and Recreation Board Liason and the Town Administrator of decisions and recommendations;



- 8) To work to obtain grants including working with a grant writer.
- 9) To perform such other duties as the Town Council may prescribe.

**SECTION 3.** That the Board shall meet at least on a quarterly basis and shall follow the guidelines set forth in the Boards, Committees and Commissions Policy of the Town.

**SECTION 4.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portion of said Resolution which shall remain in full force and effect.

**SECTION 5.** That this Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

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

\_\_\_\_\_  
Mayor

ATTEST:

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

Prepared by Parks Board

**RESOLUTION NO. 2020-0921-03**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CROSS ROADS, TEXAS, CREATING AND ESTABLISHING A PARKS AND RECREATION BOARD; SPECIFYING THE BOARD'S POWERS AND DUTIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Cross Roads, Texas, finds and determines that it is advisable and in the best interest of the citizens of the Town to create and establish a Parks and Recreation Board to serve in an advisory manner and does so by this Resolution.

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

**SECTION 1.** That the Town Council does hereby create and establish the Parks and Recreation Board (the "Board") of the Town of Cross Roads, Texas, to serve in an advisory capacity, and to assume the duties and perform the functions enumerated hereinafter.

**SECTION 2.** That the Board shall consist of 7 regular members and 2 alternate members, each of whom shall be appointed by the Town Council. Alternate members may participate in deliberations but shall not vote unless serving in the place of an absent regular member at the request of the Board's chairperson or the mayor. All members shall serve at the pleasure of the Town Council. The Board shall have the following powers and duties:

- 1) To act only in an advisory capacity to the town council and town staff in all matters pertaining to parks and recreation;
- 2) To acquaint itself with and make a continuous study and inspection of the complete park and recreation system;
- 3) To follow a master planning guide for park structures, facilities or other improvements on park areas;
- 4) To recommend the adoption of standards on areas, facilities, programs and financial support;
- 5) To recommend to the town council rules and regulations governing the use of park facilities;
- 6) To advise the Town Council and Town Administrator of recommendations and their reasons;
- 7) To actively participate in Parks and Recreation Board events; and
- 8) To perform such other duties as the town council may prescribe.

**SECTION 3.** That the Board shall meet at least on a quarterly basis and shall follow the guidelines set forth in the Boards, Committees and Commissions Policy of the Town.

**SECTION 4.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged or held to be void or unconstitutional, the same shall not


affect the validity of the remaining portions of said Resolution which shall remain in full force and effect.

**SECTION 5.** That this resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY PASSED** by the Town Council of the Town of Cross Roads, Texas, on the 21<sup>st</sup> day of September, 2020.

  
\_\_\_\_\_  
Mayor

ATTEST:

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



# COUNCIL AGENDA BRIEFING SHEET

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Meeting Date:

September 7, 2021

Agenda Item:

Discuss and consider enforcement of Section 6.04.002 of the Town of Cross Roads Code of Ordinances regarding the duty to maintain property by property owners.

Prepared by:

Kristi Gilbert, Town Administrator

Description:

The Town of Cross Roads adopted Ordinance 2014-117-03 on November 17, 2014 stating:

**Sec. 6.04.002 Duty to maintain property**

- (a) It shall be unlawful for the owner or occupant of any property zoned A and SF within the corporate limits of the town, whether the same be occupied or unoccupied, to permit grass, weeds, Johnson grass, brush or any objectionable or unsightly matter to grow to a height greater than twelve (12) inches upon such real property within 20 feet of the edge of any public roadway or between a fence line and the edge of a public roadway, whichever is less.
- (b) It shall be unlawful for the owner or occupant of any property zoned C, LI, MF, U, and PD within the corporate limits of the town, whether the same be occupied or unoccupied, to permit grass, weeds, Johnson grass, brush or any objectionable or unsightly matter to grow to a height greater than twelve (12) inches upon such real property.

The Town's practice has been to hire contract labor to mow and weed eat along Moseley, Tipps, Potter Shop, Historic, Naylor, Keyes, Liberty, Fish Trap, Dr. Griffin, New Hope and Turner Road at a cost of \$1,550 per month for up to nine months each fiscal year depending on weather conditions. In researching Town records, it appears the contract mowing has been taking place since at least FY 2017.

Staff Recommended Action:

Staff is seeking direction from Council as to whether to continue with the contract mowing.

If Council desires to continue with the mowing, Staff will work with the contractor to set a mowing schedule for each roadway so residents will be aware of when to anticipate the work.

If Council desires to discontinue this practice, Staff will send out letters to property owners on the affected roadways to advise them of the need for them to maintain the area between their house and the road.

Attachments:

None