



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

MONDAY, August 15, 2022 at 6:00 P.M.

LOCATION:

IN PERSON at 1401 FM 424, CROSSROADS, TEXAS 76227

Or

View via Zoom Meeting

<https://us02web.zoom.us/j/89747028326>

Meeting ID: 897 4702 8326

One tap mobile

+13462487799,,89747028326# US (Houston)

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

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

CONSENT AGENDA

9. Consider approval of the July 25, 2022, Council Meeting Minutes.
10. Consider approval of the July 2022 Financials.
11. Consider approval of a final plat application by Jason Monk on behalf of property owners Dave McKinney and Cynthia Mozur for the McKinney Addition located at 6025 Rock Hill Road, within the Town of Cross Roads and the Cross Roads extraterritorial jurisdiction. (2022-0606-03FPLAT)

12. Consider approval of a resolution declaring Atmos Energy Corp., Mid-Tex Division rates to be unreasonable, adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates from the negotiated settlement to be just and reasonable and in the public interest.
13. Consider a resolution declaring a 2014 Chevrolet Tahoe and a 2016 Chevrolet Tahoe as surplus property and authorizing the disposal through an auction.

REGULAR SESSION

14. Discuss and consider approval of a resolution disapproving of the 2023 budget of the Denton Central Appraisal District.
15. Discuss and consider approval of a preliminary plat application for property located at the Southeast corner of Oak Grove Rd. and Fishtrap Rd., within the Town of Cross Roads ETJ. (2022-0509-02PPLAT)
16. Discuss and consider items related to the Fiscal Year 2022-2023 budget.
17. Discuss and consider approval of a resolution establishing a pay plan for Town employees.
18. Discuss and consider authorizing the Mayor to send a notice of intent to terminate the solid waste agreement with Waste Connections and proceed with a request for proposal for solid waste services.
19. Discuss and consider approval of a resolution appointing members to fill two vacancies on the Cross Roads Parks and Recreation Board.
20. Discuss and consider approval of a resolution appointing members to the Road Maintenance Committee.
21. Discuss and consider Interlocal Agreements with the City of Aubrey for Fiscal Years 2022 and 2023.

EXECUTIVE SESSION

22. The Town Council will convene into Executive Session pursuant to Texas Government Code, annotated, Chapter 551, Subchapter D for the following:
 - a. Section 551.071 Consultation with Attorney – Contemplated or Pending litigation James Edland v. Town of Cross Roads, Texas, Case No. 22-0056-362
 - b. Section 551.071 Consultation with Attorney – Zoning and land use entitlements
 - c. Section 551.074 Personnel – Police Chief Performance Evaluation

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

ADJOURN

Future Meetings and Events:

All citizens are invited to participate; schedule may change.

- *Town Council Meeting – Tuesday, September 6, 2022 at 6:00 p.m. – Moved due to Labor Day holiday*
- *Planning and Zoning Commission Meeting – Wednesday, September 7, 2022 at 7:00 p.m. – Moved due to Labor Day holiday*
- *Parks and Recreation Board Meeting – Wednesday, September 7, 2022 at 7:00 p.m.*
- *Municipal Development District Meeting – Thursday, September 8, 2022 at 6:00 p.m.*
- *Town Council Meeting – Monday, September 19, 2022 at 6:00 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, August 12, 2022 by 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.

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 _____, 2022.
_____, Title: _____

CROSS ROADS POLICE DEPARTMENT



Police Department Council Report

Chief Shaun Short

August 15, 2022

August 15, 2022 Council Agenda Packet 4 of 192

Police Operations

➤ July Police Reports

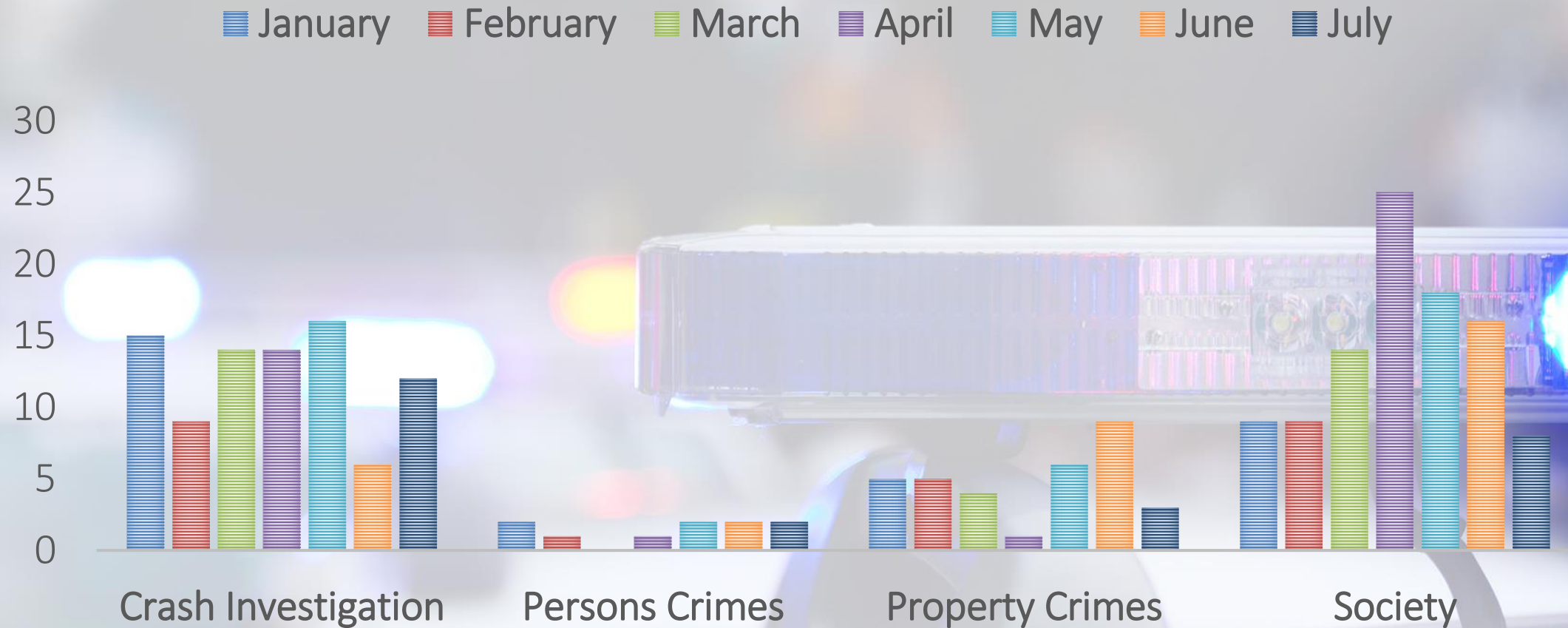
- **12 Crash Investigations**
 - 6 - US380
 - 6 - Other
- **2 Persons Crimes**
 - 1 Stranger
 - 1 Family Violence
- **3 Property Crime**
 - 1 Retail Theft
 - 1 Fraud
 - 1 Employee Theft
- **8 - Society**
 - 2 - Intoxicated Driving
 - 6 - Drugs Paraphernalia / MIP / PI

➤ July Incident Type Summary

- **19 Agency Assist**
- **17 Alarm**
- **7 Animal Complaint**
- **8 Disturbance**
- **11 Motorist Assist**
- **6 Open Door**
- **10 Road Blockage**
- **23 Suspicious Person**
- **368 Traffic Stop**
- **13 Welfare Concern**
- **205 Unclassified**

687 Total Events

Police Operations Monthly Comparison



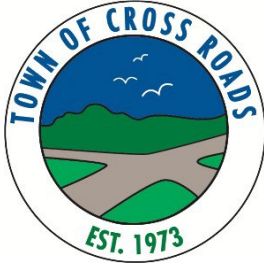
Police – Administrative

➤ Training

- Active Shooter Response July 23rd and 24th.
- TCIC Mobile Computer Access three Officers
- Sgt Rounsavall Completed LEEDA Trilogy
- Officer Sheppard completed field training
- Sgt. Tyler Optics Train the Trainer TCC

➤ Fitness Testing

- Accepted into Active Bystandership for Law Enforcement (ABLE) program.



**MINUTES OF TOWN COUNCIL MEETING
FOR THE TOWN OF CROSS ROADS
MONDAY, July 25, 2022 at 7:00 P.M.
LOCATION:
IN PERSON at 1401 FM 424, CROSSROADS, TEXAS 76227
Or
View via Zoom Meeting**

1. Call to Order – **7:00 P.M.**
2. Roll Call: **Mayor Tompkins, Council Members Neubauer, Meek, King, Gaalema, and White-Stevens.**
3. Invocation – **Lesly Louis, Charisma City**
4. Pledge of Allegiance – **Chris Paus**
5. Citizens Input (Items on the agenda and not on the agenda).
 - **Bob Gorton, 4000 W Oak Shores Drive, stated Fire and EMS response times are unacceptable.**
 - **Randy Wicker, 3750 W Oak Shores Drive, stated trees along Potter Shop, Tipps, and Keyes are hazardous to drivers.**
 - **Brian Lagano, 11301 Cedar Creek Drive, asked that Council not restrict the freedom to use fireworks.**
 - **James Kovacik, 700 E Oak Shores Drive, asked that Council not restrict the use of fireworks.**
 - **Gordon Rae, used the raised hand feature via Zoom but could not be heard.**
 - **John Murray, 600 Historic Lane – his email in support of the ordinance for a two-axle limit on the Historic Lane bridge was read.**
6. Council Members' announcements and updates.
 - **Wendy White-Stevens is concerned with the direction the Town may be headed, would like to keep the human element during the growth of the Town, asked the public to continue to support Council, Mayor, town staff, citizens, and neighbors, announced the last two Saturdays for the Community Market.**
 - **Ron King announced his gratitude and excitement to serve on the Parks and Rec Board, thanked Chief Rust and Chief Short for their hard work, stated it's the first time the Town has had fully trained paramedics on staff.**

- **Greg Gaalema wished Ron King a happy birthday, then Council, Staff, and members of the audience sang the Happy Birthday song to Council Member King.**
7. Mayor's announcements and updates.
Mayor Tomkins announced that Police Officer Draught was recognized by Mothers Against Drunk Driving of North Texas for his training and commitment; thanked Cross Roads Police for participating in Advance Rapid Response Training; thanked Council and Debbie Womack for a successful Council Workshop Retreat where they focused on the Town's Vision 2035 and the Town's overall goals; announced a 20.9 percent increase in sales tax.
 8. Updates; Discussion of Same.
 - a. Town Administrator Announcements and Updates – **Kristi Gilbert gave an update on the TXDOT 380 project; Phase 2 projected completion date is May 2024; the Town is working with TXDOT regarding the options on 380.**
 - b. Financial Reports – **Kristi Gilbert gave the financial update and explained the Town is tracking where it should be and took questions and recommendations from Council Member Gaalema.**
 - c. Building Permits and Development – **Kristi Gilbert announced the Walmart remodel, Rustic Furniture Warehouse's completion, Salad and Go is approaching opening, Chick-Fil-A's canopy and Oak Hill Ranch Phase 1 are nearly completed; Rodney is reviewing a lot of pool permits.**
 - d. Law Enforcement – **Sgt. Danny Rounsavall gave the Police Department report.**
 - e. Fire Department – **Chief Paul Rust gave the Fire and EMS report**
 - f. Committee Reports – **Ron Zohfeld gave the Parks and Recreation report, stating they are looking for two new members; no other committee reports were given.**

CONSENT AGENDA

9. Consider approval of the June 20, 2022, Council Meeting Minutes.
10. Consider approval of the June 24 – 26, 2022 Council Retreat Minutes
11. Consider approval of the June 2022 Financials.
12. Consider approval of a final plat application for Block B, Lots 1 and 2 of the Oak Bluff Addition, comprised of property located at 60 Cedar Lane, within the Town of Cross Roads. (2022-0606-04FPLAT)
13. Consider approval of an application for a tree removal permit submitted by Rick Davis, for property located at 2051 Oak Point Dr. Applicant is requesting permission to

remove a tree which is over 18" diameter at breast height which is located near a swimming pool in the back yard at the above address.

**Motion to approve the consent agenda made by Gaalema;
Second by Neubauer;
Passed unanimously.**

CONVENE INTO BOARD OF ADJUSTMENTS – 8:07 P.M.

14. CONDUCT A PUBLIC HEARING, discuss and consider action on a request from property owner Anibal Garcia requesting a variance from the setback regulations established per Section 14.03.074(b)(14)(c) and Section 14.03.074(d)(2) of the Code of Ordinances to allow for the placement of a detached garage ten (10) feet from the side property line where a 15 foot setback is required for a pool located at 183 Las Colinas. (2022-0622-01VARIANCE)

Opened Public Hearing at 8:07 P.M.

- **Kristi Gilbert explained as the Board of Adjustments, actions are of a quasi-judicial capacity, meaning the only appeal to the judgement would be to District Court, and approval requires affirmative vote of 4 out 5 Council members.**
- **Andi Garcia, applicant, spoke to Council to explain his request to align the driveway to the garage doors.**

Closed Public Hearing at 8:11 P.M.

**Motion to approve the variance made by Neubauer;
Second by King;
Passed unanimously.**

RECONVENE INTO REGULAR TOWN COUNCIL MEETING – 8:12 P.M.

REGULAR SESSION

15. CONDUCT A PUBLIC HEARING, discuss and consider a recommendation on a replat application for Lot 3R2, Block A of the Volunteer Enterprises Addition for property generally located at the southeast corner of US 380 and Naylor Road within the Town of Cross Roads, also referred to as Cross Roads Market Square. (2022-0404-02REPLAT)

Opened Public Hearing at 8:13 P.M.

- **No one from the public spoke.**

Closed Public Hearing at 8:13 P.M.

- **Kay Neubauer asked for clarification regarding the replat request.**
- **Kristi Gilbert explained the original plat expired, gave a general overview of the project, and explained why the application was being acted upon at this meeting.**

**Motion to deny the replat made by White-Stevens;
Second by Gaalema;
Passed unanimously.**

16. CONDUCT A PUBLIC HEARING, discuss and consider a recommendation to the Town Council on a request by applicant Andrew Burke on behalf of owner Margarito Espinoza for a special use permit to allow for outdoor retail sales for property located at 8801 US 380, Cross Roads, Denton County, Texas. (2022-0404-08SUP)

Opened Public Hearing at 8:21 P.M.

- **Ramon Aranda, property owner and applicant, Andrew Burke spoke.**
- **Shiva Kondru, property owner of 114-acre Stallings Tract behind 8801 US 380 requested access to his property through the 8801 US 380 property.**

Closed Public Hearing at 8:28 P.M.

- **White-Stevens asked Planning and Zoning Commission Chairperson Zuczek why the Commission recommended approval.**
- **Chairperson Zuczek stated applicant responded positively to all the Commission's requests and the Commission believes the business will be a positive asset to the Town.**
- **White-Stevens' expressed concern for future development and the impact on future business.**
- **Meek stated this business will bring in sales tax income and stated there had been no objections when the application was first submitted.**

Motion to approve the SUP made by Meek;

Second by Gaalema;

White-Stevens voted no;

Passed 4 to 1.

17. Discuss and consider approval of a civil/landscape plan and technical site plan application submitted by Dutch Bros Coffee Shop for property located at 11950 US Hwy 380 within the Town of Cross Roads. (2022-0606-02TSP)

Motion to approve made by Gaalema;

Second by White-Stevens;

Passed unanimously.

18. Discuss and consider action on a request by Daniel Manks on behalf of property owner Brittney Samford for an exception from the Town's noise restrictions to allow for a fireworks display at 11:45 p.m. on December 31, 2023 at The Hillside Estate located at 901 Moseley Road.

Motion to approve made by Neubauer;

Second by White-Stevens;

Passed unanimously.

19. Discuss and consider items related to the Fiscal Year 2022-2023 budget.
Motion to authorize Kristi Gilbert and Mayor Tompkins to find health insurance solution, taking any increase in cost from another area of the budget to make up the difference made by Gaalema;
Second by White-Stevens;
Passed unanimously.

Motion to include long-term disability made by Gaalema;
Second by King;
Passed unanimously.

5-Minute Recess – 9:56 P.M. to 10:01 P.M.

A consensus was given by Council to allow Kristi Gilbert to get bids on chip seal for approximately \$50,000.

A consensus was given by Council to allow Kristi to move money to fix the drainage at the entrance to Oak Shores.

20. Consider approval of an ordinance limit traffic on the bridges on Historic Lane to two axles.
Motion to approve the ordinance with Town Attorney’s language made by Gaalema;
No second;
Motion died.
No further action taken.
21. Discuss and consider approval of a resolution establishing the Historic Advisory Committee and making appointments to said committee.
Motion to approve the resolution made by Meek;
Second by Neubauer;
Passed unanimously.
22. Discuss and consider approval of a resolution establishing the Road Maintenance Advisory Committee and making appointments to said committee.
Motion to approve the resolution and appointing Rob Puma and John Low as members made by White-Stevens;
Second by King;
Passed unanimously.
23. Discuss and consider action on cleanout and repairs to the Tipps Road culvert east of Moseley including taking action on the bid for repairs or modifying the scope of work.
Motion to approve action made by Gaalema;
Second by Meek;
Passed unanimously.

EXECUTIVE SESSION – 10:35 P.M. to 11:02 P.M.

24. The Town Council will convene into Executive Session pursuant to Texas Government Code, annotated, Chapter 551, Subchapter D for the following:
- a. Section 551.071 Consultation with Attorney – Pending litigation James Edland v. Town of Cross Roads, Texas, Case No. 22-0056-362.
 - b. Section 551.074 Personnel – Town Administrator Performance Evaluation
25. Take action as may be necessary or appropriate on matters discussed in Executive Session.
No action taken.

ADJOURN – 11:03 P.M.

T. Lynn Tompkins, Jr., Mayor

Donna Butler, Town Secretary



COUNCIL AGENDA BRIEFING SHEET

Meeting Date:

August 15, 2022

Agenda Item:

Consider action on the Town's monthly financial reports – July 2022.

Prepared by:

Kristi Gilbert, Town Administrator

Budget versus Actuals Report:

The attached financials are the unaudited financials as of July 31, 2022. The report is reflective of ten months (83%) of the fiscal year. Most revenues should be tracking at 17% or lower, indicative of revenues at or exceeding budget projections. Most expenses should be tracking at 17% or higher, indicative of expenses at or lower than budget projections. Overall, general fund revenues are tracking at 11.32% and expenses are tracking at 21.89% with \$1,392,048.14 in excess revenue over expenditures after the \$2.6 million transfer in June.

The following are exceptions of note:

- Sales tax revenues are still coming in higher than projected, even after the updated projections.
- Revenues related to Infrastructure Inspection Fees and Commercial Building Permits are lower than anticipated, due to a delay related to SitePro and the Oak Hills Ranch Phase 2 projects.

Recommended Action:

Staff recommends approval.

Attachments:

2nd Quarter FY 2022 Sales Tax Report
July Finance Report
Transaction Detail

2nd QUARTER 2022 SALES TAX REVENUE

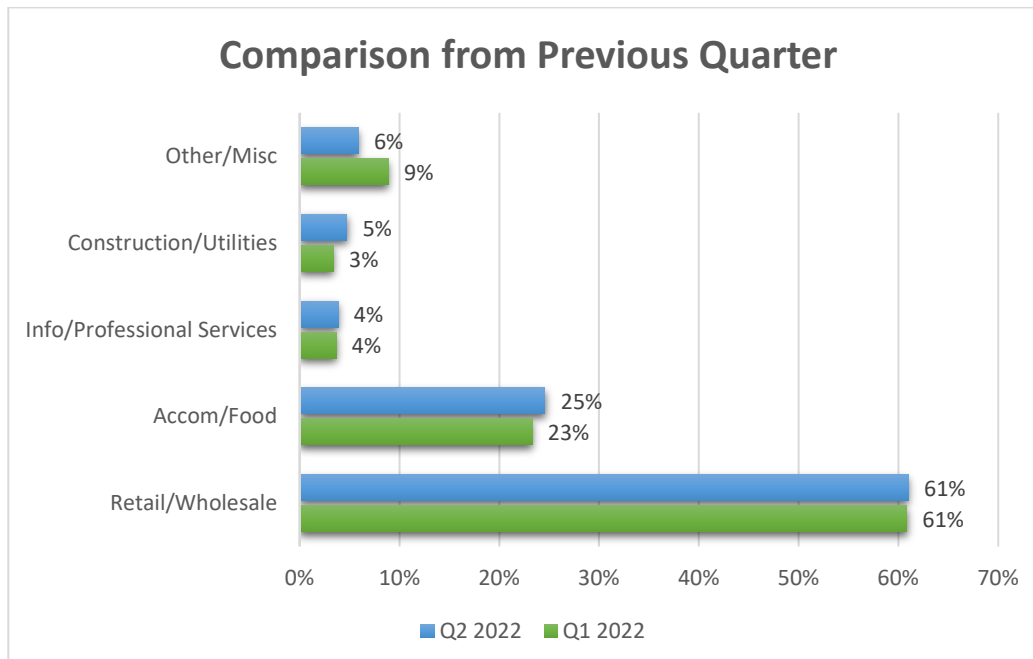
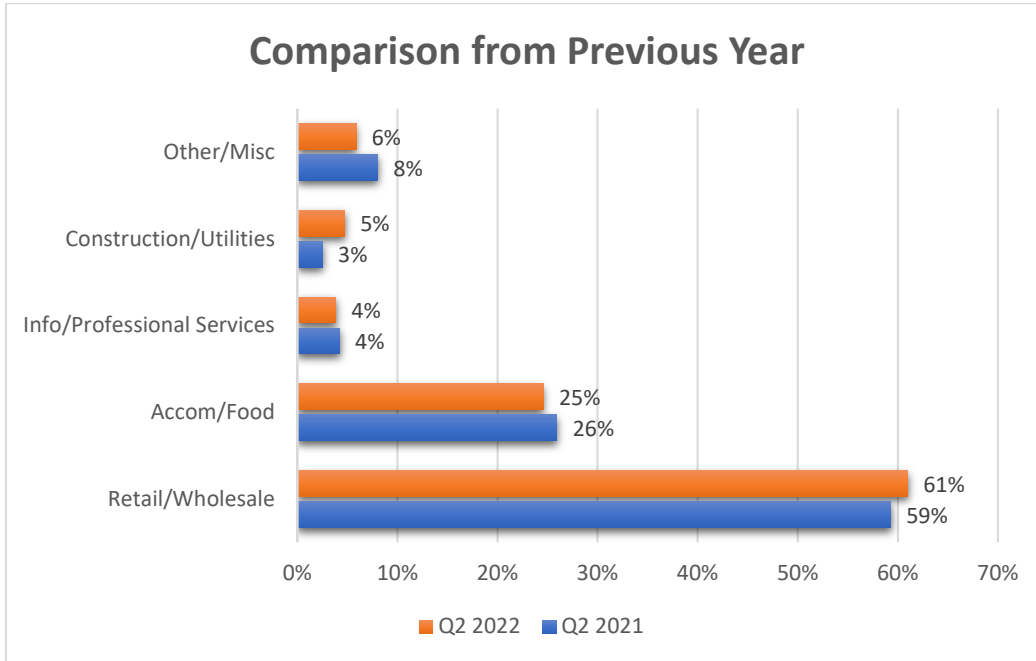
Dates of Transaction: February 2022 – April 2022

Dates of Collection: April 2022 – June 2022

Revenue to Town 4th Quarter 2021: \$670,260

Revenue to Town 4th Quarter 2022: \$780,646 increase of 16.5%

The above dollars indicates actual revenue received less the 2% State Comptroller service fee and amounts retained by the Comptrollers office to insure payment.



Town of Cross Roads
 Revenue And Expense Report
 As of July 31, 2022

8/9/2022 3:56 PM

100 - General	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Revenue Summary							
-	337,059.19	3,744,130.57	4,222,190.90	478,060.33	11.32%	3,123,531.26	3,806,822.12
Revenue Totals	<u>337,059.19</u>	<u>3,744,130.57</u>	<u>4,222,190.90</u>	<u>478,060.33</u>	<u>11.32%</u>	<u>3,123,531.26</u>	<u>3,806,822.12</u>
Expense Summary							
110-Administration	204,637.32	1,208,824.40	1,414,095.00	205,270.60	14.52%	1,027,292.67	1,396,627.49
210-Municipal Court	2,062.22	25,839.47	39,385.00	13,545.53	34.39%	0.00	0.00
310-Police	124,023.59	1,049,239.27	1,400,100.00	350,860.73	25.06%	829,220.00	1,133,597.33
410-Parks & Recreation	1,232.06	9,912.87	27,500.00	17,587.13	63.95%	13,609.83	19,875.95
510-Community Development	0.00	600.00	2,000.00	1,400.00	70.00%	950.00	950.00
520-Inspection	6,768.53	23,185.43	29,000.00	5,814.57	20.05%	9,952.00	16,122.00
610-Public Works	11,301.34	34,480.99	99,000.00	64,519.01	65.17%	307,931.56	316,734.93
Expense Totals	<u>350,025.06</u>	<u>2,352,082.43</u>	<u>3,011,080.00</u>	<u>658,997.57</u>	<u>21.89%</u>	<u>2,188,956.06</u>	<u>2,883,907.70</u>
Revenues Over(Under) Expenditures	<u>(12,965.87)</u>	<u>1,392,048.14</u>	<u>1,211,110.90</u>	<u>0.00</u>	<u>0.00%</u>	<u>934,575.20</u>	<u>922,914.42</u>
710-Transfers Out	0.00	2,650,495.26	2,116,308.28	(534,186.95)	(25.24%)		

The summary sheet indicates Transfers Out removed from the Operating Expenses due to the transfer of excess fund balance to various account for future capital expenses related to Pay-As-You-Go projects.

Town of Cross Roads
 Transaction Detail Report
 7/1/2022 - 7/31/2022

8/9/2022 4:26 PM

100 - General

Account 100-110-52014

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/5/2022	7/5/2022	Mileage Reimbmt: Council Retreat 418 miles @ .585 per mile	Kay Neubauer	Mileage 06/24/22	10938	244.53	0.00	244.53
7/5/2022	7/5/2022	Mileage Reimbmt Council Retreat 06/24/2022 447 miles	T. Lynn Tompkins	Mileage Reimbmt C	10942	265.65	0.00	510.18
7/6/2022	7/6/2022	Copy paper, writing pads, light cover	Amazon Capital Services	June 2022	10956	94.01	0.00	604.19
7/23/2022	7/26/2022	JPMorgan CC crctg entry chgs to 06- 27-22 \$93.99 s/have been 100-110- 52014				93.99	0.00	698.18
Total						<u>698.18</u>	<u>0.00</u>	

100 - General

Account 100-110-52100

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/20/2022	7/20/2022	Xerox Corp 2 invoices CRPD and Town Hall service to 06-21-2022 - this row Town Hall \$284.82	Xerox Corporation	16569489 CRPD 1	10978	284.82	0.00	284.82
Total						<u>284.82</u>	<u>0.00</u>	

100 - General

Account 100-110-53002

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/5/2022	7/5/2022	Print and Mail newsletters (Qty 800)	Alphagraphics	120796	10940	1,066.10	0.00	1,066.10
Total						<u>1,066.10</u>	<u>0.00</u>	

100 - General

Account 100-110-53004

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/22/2022	7/20/2022	Intuit, Apple.com, Dropbox				1,060.99	0.00	1,060.99
Total						<u>1,060.99</u>	<u>0.00</u>	

100 - General

Account 100-110-53012

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/5/2022	7/5/2022	Stmt to 6-25-2022 Legal Bill - General Legal Bill	Boyle & Lowry, L.L.P.	stmt to 06-25-202	10939	9,080.21	0.00	9,080.21
7/5/2022	7/5/2022	Stmt to 6-25-2022 Legal Bill - Litigation Bill	Boyle & Lowry, L.L.P.	stmt to 06-25-202	10939	1,595.00	0.00	10,675.21
Total						<u>10,675.21</u>	<u>0.00</u>	

100 - General

Account 100-110-53016

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/7/2022	7/7/2022	Notice to Bidders-Tipps Rd Culvert 6/19/2022 paper Inv 622635	Denton Record- Chronicle	622635	10962	147.70	0.00	147.70
Total						<u>147.70</u>	<u>0.00</u>	

100 - General

Account 100-110-53022

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/6/2022	7/6/2022	Council Retreat - various supplies	Amazon Capital Services	June 2022	10956	244.97	0.00	244.97
7/22/2022	7/20/2022	Council Retreat: Ctr for Internal Chg, CVS, FW Promo, Fredonia Hotel, 4Imprint, Office Depot, Impress Graphics, Sonte House Kitchen, Lumberjacks Axe, Clear Springs, Soulman's BBQ				3,955.08	0.00	4,200.05
7/23/2022	7/26/2022	JPMorgan CC crctg entry chgs to 06- 27-22 \$93.99 s/have been 100-110- 52014				0.00	93.99	4,106.06
Total						<u>4,200.05</u>	<u>93.99</u>	

100 - General

Account 100-110-53030

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/12/2022	7/12/2022	Paypal to 07-11-22 Total sales \$3,291.78 Fees \$116.70 net from Paypal \$3,175.08				116.70	0.00	116.70
7/19/2022	7/19/2022	Paypal to 07-18-22 Total sales \$2919.85 Fees \$108.70 net from Paypal \$2811.15				108.70	0.00	225.40
7/26/2022	7/26/2022	Paypal to 07-25-22 Total sales \$1877.30 Fees \$66.46 net from Paypal \$1810.84				66.46	0.00	291.86
Total						<u>291.86</u>	<u>0.00</u>	

100 - General

Account 100-110-53045

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/20/2022	7/20/2022	August 2022 Rent - Town Hall	West Crossroads LTD	2116	10976	0.00	365.00	(365.00)
7/20/2022	7/20/2022	August 2022 Rent - Town Hall - Operating Expense	West Crossroads LTD	2116	10976	1,769.27	0.00	1,404.27
7/20/2022	7/20/2022	August 2022 Rent - Town Hall - Lease and Cam Payments	West Crossroads LTD	2116	10976	3,447.50	0.00	4,851.77
Total						<u>5,216.77</u>	<u>365.00</u>	

100 - General

Account 100-110-53080

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/18/2022	7/18/2022	Half Assoc stmt to 6-30-2022 General Engineering "Town"	Half Associates, Inc.	10076565	10972	2,108.16	0.00	2,108.16
Total						<u>2,108.16</u>	<u>0.00</u>	

100 - General

Account 100-110-53083

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/6/2022	7/6/2022	July 2022 pd in advance City Hall IT	Local Circuit	3561	10953	238.00	0.00	238.00
7/6/2022	7/6/2022	July 2022 pd in advance PC/Cloud bkup - Admin	Local Circuit	3561	10953	150.00	0.00	388.00
7/14/2022	7/14/2022	Avenu Insights Inv 06-014523 SUTA Qtr 2 2022 \$1396.56 researched tax paid by XXXX - sales and use tax audit	Avenu Insights & Analytics	06-014523	10967	1,396.56	0.00	1,784.56
7/14/2022	7/14/2022	Avenu Insights Inv 06-014480 STARS Town Qtrly Sales tax Reporting April May June 2022 Clearview service	Avenu Insights & Analytics	06-014480	10968	977.45	0.00	2,762.01
7/20/2022	7/20/2022	Consulting Fee Phase I - Community Engagement Program	Greater Yield LLC	22-0337	10973	8,321.56	0.00	11,083.57
7/22/2022	7/20/2022	Ziprecruiter				537.26	0.00	11,620.83
Total						<u>11,620.83</u>	<u>0.00</u>	

100 - General

Account 100-110-53084

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/5/2022	7/5/2022	Fire Inspection Permits: Q1 FY22 Qty 3 inspections Q2 FY22 Qty 23 inspections Q3 FY22 Qty 10 inspections	Brian Gilmore	16	10941	7,250.00	0.00	7,250.00
Total						<u>7,250.00</u>	<u>0.00</u>	

100 - General

Account 100-110-53110

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/20/2022	7/20/2022	AT&T Internet to 8/05/2022 acct: 314371029 - Town Hall	AT&T	314371029 to 08-	10975	145.16	0.00	145.16
7/20/2022	7/20/2022	AT&T Mobility Service to July 07 - Admin and CRPD - Admin 1 phone	AT&T Mobility	acct 2873104732!	10984	41.84	0.00	187.00
7/22/2022	7/20/2022	Intermedia				239.15	0.00	426.15
Total						<u>426.15</u>	<u>0.00</u>	

100 - General**Account 100-110-53225**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/6/2022	7/6/2022	Qtr 4 pmt Fire/EMS FY2022 July Aug Sept	Town of Little Elm	Qtr 4 pmt Fire/EMS	10950	113,075.00	0.00	113,075.00
Total						<u>113,075.00</u>	<u>0.00</u>	

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

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/14/2022	7/18/2022	Record 100-40100 Rev with Sales Tax Overpmt Payback - July 2022 Rev and Payback				1,692.00	0.00	1,692.00
Total						<u>1,692.00</u>	<u>0.00</u>	

100 - General**Account 100-110-54010**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/7/2022	7/7/2022	Amanda Escovedo cleaning Town Hall : 07-05-2022 Inv 995685 \$190	Amanda Escovedo	995685	10961	190.00	0.00	190.00
7/20/2022	7/20/2022	Amanda Escovedo Inv 995686 Cleaning Town Hall on 07-17-2022 \$190	Amanda Escovedo	995686	10977	190.00	0.00	380.00
7/22/2022	7/20/2022	Maid Up Cleaners				100.00	0.00	480.00
Total						<u>480.00</u>	<u>0.00</u>	

100 - General**Account 100-110-54020**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/6/2022	7/6/2022	Denton Cty Tax Assessor \$8.25 Vehicle Registration Plate #1239699 2015 Ford Pickup	Denton County Tax Assessor/Collector	Aug 2022 expired	10946	8.25	0.00	8.25
7/6/2022	7/6/2022	Fuel charges June 2022 Town \$352.50 CRPD 4757.87	WEX Bank	June 2022 charges	10954	352.50	0.00	360.75
7/22/2022	7/20/2022	Circle K, 7-Eleven, Autozone, Car Wash				264.10	0.00	624.85
Total						<u>624.85</u>	<u>0.00</u>	

100 - General**Account 100-210-52014**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/22/2022	7/20/2022	Intuit, Amazon				360.72	0.00	360.72
Total						<u>360.72</u>	<u>0.00</u>	

100 - General**Account 100-210-53015**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/6/2022	7/6/2022	Brenda Sanchez Reimbmt for Tx Munic Court fee paid \$75	Brenda Sanchez	Brenda Sanchez R	10948	75.00	0.00	75.00
7/11/2022	7/11/2022	*VOID* Brenda Sanchez Reimbmt for Tx Munic Court fee paid \$75	Brenda Sanchez	Brenda Sanchez R	10948	0.00	75.00	0.00
Total						<u>75.00</u>	<u>75.00</u>	

100 - General**Account 100-210-53022**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/22/2022	7/20/2022	credit - Tx Munic Court				0.00	50.00	(50.00)
Total						<u>0.00</u>	<u>50.00</u>	

100 - General**Account 100-210-53075**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/5/2022	7/5/2022	Stmt to 6-25-2022 Legal Bill - Court Legal Bill	Boyle & Lowry, L.L.P.	stmt to 06-25-202	10939	1,105.00	0.00	1,105.00
Total						<u>1,105.00</u>	<u>0.00</u>	

100 - General**Account 100-310-51216**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/21/2022	7/21/2022	July and Aug 2022 KS - on BCBS August bill - ER coverage	Blue Cross Blue Shield	2 month catchup K	10985	700.00	0.00	700.00
7/21/2022	7/21/2022	Catchup Metlife July 2022 KS \$96.30 EE and ER share of catchup	Metlife	Catchup Metlife Jul	10986	96.30	0.00	796.30
Total						<u>796.30</u>	<u>0.00</u>	

100 - General**Account 100-310-51220**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/6/2022	7/6/2022	\$24,586.24 Worker's Comp FY 22 billing - Additional this FY due to salary correction provided to TML	TML Intergovernmental Risk Pool	FY 2022 - Contract	10949	24,586.24	0.00	24,586.24
Total						<u>24,586.24</u>	<u>0.00</u>	

100 - General**Account 100-310-52005**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/6/2022	7/6/2022	Galls LLC Inv 021513529 acct 1003080738 Tactical Pant (qty 2) \$153.00	Galls LLC	21513529	10958	153.00	0.00	153.00
7/13/2022	7/13/2022	Supershirt (Qty 1)	Galls LLC	21580745	10964	77.24	0.00	230.24
Total						<u>230.24</u>	<u>0.00</u>	

100 - General**Account 100-310-52010**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/6/2022	7/6/2022	Flashlights (2), demolition tool (5)	Amazon Capital Services	June 2022	10956	490.13	0.00	490.13
7/22/2022	7/20/2022	Ace Hardware, Home Depot, Atwood, TTPOA, Circle K, Wal Mart, Vistaprint, Fullidentity				342.31	0.00	832.44
Total						<u>832.44</u>	<u>0.00</u>	

100 - General**Account 100-310-52014**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/6/2022	7/6/2022	Folders, boxes, charger, i phone case	Amazon Capital Services	June 2022	10956	120.80	0.00	120.80
7/22/2022	7/20/2022	Wal Mart				12.44	0.00	133.24
Total						<u>133.24</u>	<u>0.00</u>	

100 - General**Account 100-310-52015**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/6/2022	7/6/2022	Special Boxes for Evidence	Amazon Capital Services	June 2022	10956	43.78	0.00	43.78
7/20/2022	7/20/2022	2 Drug Screen invoices: Inv 220777 and Inv 220778 - Qty 1 Drug Screen	Armstrong Forensic Laboratory Inc.	220777 and 22077	10981	315.00	0.00	358.78
7/20/2022	7/20/2022	2 Drug Screen invoices: Inv 220777 and Inv 220778 - Qty 1 Drug Screen	Armstrong Forensic Laboratory Inc.	220777 and 22077	10981	260.00	0.00	618.78
Total						<u>618.78</u>	<u>0.00</u>	

100 - General**Account 100-310-52030**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/22/2022	7/20/2022	UPS, USPS				84.29	0.00	84.29
Total						<u>84.29</u>	<u>0.00</u>	

100 - General**Account 100-310-52050**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/6/2022	7/6/2022	Fuel charges June 2022 Town \$352.50 CRPD 4757.87	WEX Bank	June 2022 charges	10954	4,757.87	0.00	4,757.87
Total						<u>4,757.87</u>	<u>0.00</u>	

100 - General**Account 100-310-52100**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/20/2022	7/20/2022	Xerox Corp 2 invoices CRPD and Town Hall service to 06-21-2022 - this row CRPD \$235.50	Xerox Corporation	16569489 CRPD 1010978		235.50	0.00	235.50
7/20/2022	7/20/2022	Repair Mic - Inv 2462	Stolz Telecom Inc.	2462	10980	35.00	0.00	270.50
					Total	270.50	0.00	

100 - General**Account 100-310-53015**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/22/2022	7/20/2022	Car Wash				80.00	0.00	80.00
					Total	80.00	0.00	

100 - General**Account 100-310-53022**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/22/2022	7/20/2022	Action Targets, IACP				520.67	0.00	520.67
					Total	520.67	0.00	

100 - General**Account 100-310-53081**

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/6/2022	7/6/2022	July 2022 pd in advance CRPD PC/Cloud bkup	Local Circuit	3561	10953	625.00	0.00	625.00
7/6/2022	7/6/2022	July 2022 pd in advance Hard Drive	Local Circuit	3561	10953	299.00	0.00	924.00
					Total	924.00	0.00	

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

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/6/2022	7/6/2022	Various - to 6-27-22 CRPD, Lights, Parks acct xx 2762	CoServ	Various - service to	10955	699.45	0.00	699.45
7/6/2022	7/6/2022	CRPD and Parks water to 6/13/22 - CRPD	Mustang Special Utility District	CRPD and Parks w/	10957	33.09	0.00	732.54
7/13/2022	7/13/2022	CRPD Internet to 06/30/2022	ACC Business	221810465	10963	176.95	0.00	909.49
7/22/2022	7/20/2022	Intermedia				159.43	0.00	1,068.92
					Total	1,068.92	0.00	

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

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/20/2022	7/20/2022	AT&T Mobility Service to July 07 - Admin and CRPD - CRPD phones and hotspots	AT&T Mobility	acct 2873104732!	10984	654.53	0.00	654.53
					Total	654.53	0.00	

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

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/6/2022	7/6/2022	All American Dogs service for: June 2022 Inv 4771	All American Dogs	4771	10952	1,150.00	0.00	1,150.00
Total						<u>1,150.00</u>	<u>0.00</u>	

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

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/20/2022	7/20/2022	Billy Joe Lerma 2 invoices: CRPD and Bar Dtiches June/July 2022 - CRPD Mow-Weed Eat 6/10/22 6/24/22 7/13/22 \$100 each service	Billy Joe Lerma	7-19-22 A and 7-1	10982	300.00	0.00	300.00
7/22/2022	7/20/2022	Maid Up Cleaners				750.00	0.00	1,050.00
Total						<u>1,050.00</u>	<u>0.00</u>	

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

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/6/2022	7/6/2022	Discount Tire June 2022 - \$175 charge and a \$195 charge	The Reinalt-Thomas Corp.	Discount Tire \$371	10951	370.00	0.00	370.00
7/6/2022	7/6/2022	Firestone June invoices 1 charge \$736.96 and 2nd charge \$69.29 - oil change 2016 Chev Tahoe	BS Retail Operations LLC	June 2022 invoices	10959	69.29	0.00	439.29
7/6/2022	7/6/2022	Firestone June invoices 1 charge \$736.96 and 2nd charge \$69.29 - A/C compressor 2018 Chev Tahoe	BS Retail Operations LLC	June 2022 invoices	10959	736.96	0.00	1,176.25
7/22/2022	7/20/2022	Autozone				8.76	0.00	1,185.01
Total						<u>1,185.01</u>	<u>0.00</u>	

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

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/6/2022	7/6/2022	Texas Johns Inv A-118621 \$89.25 7/06 to 8/02/22	Texas Johns	A-118621	10960	89.25	0.00	89.25
Total						<u>89.25</u>	<u>0.00</u>	

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

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/6/2022	7/6/2022	Various - to 6-27-22 CRPD, Lights, Parks acct xx 2764	CoServ	Various - service tr	10955	26.82	0.00	26.82
7/6/2022	7/6/2022	CRPD and Parks water to 6/13/22 - Parks	Mustang Special Utility District	CRPD and Parks w	10957	30.99	0.00	57.81
Total						<u>57.81</u>	<u>0.00</u>	

100 - General

Account 100-410-54030

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/1/2022	6/30/2022	Tree Struck by Lightning - Diagnose Tree health 04-12-2022	Tree Shepherds	24141	10937	125.00	0.00	125.00
7/13/2022	7/13/2022	June invoices: 170754, 17085, 17226 - Mow weed eat and also trash picked up on 06/30/2022	Metro Grounds Maintenance	17075 - 17085 - 1	10965	330.00	0.00	455.00
7/13/2022	7/13/2022	June invoices: 170754, 17085, 17226 - Trash picked up on 06/17/2022 Inv 17085	Metro Grounds Maintenance	17075 - 17085 - 1	10965	100.00	0.00	555.00
7/13/2022	7/13/2022	June invoices: 170754, 17085, 17226 - Mow Weed eat on 06/17/2022 Inv 17075	Metro Grounds Maintenance	17075 - 17085 - 1	10965	200.00	0.00	755.00
7/18/2022	7/18/2022	Mow/Trim/Empty Trash Cans on 07- 14-2022	Metro Grounds Maintenance	17374	10971	330.00	0.00	1,085.00
Total						<u>1,085.00</u>	<u>0.00</u>	

100 - General

Account 100-520-53080

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/18/2022	7/18/2022	Half Assoc stmt to 6-30-2022 \$15534.89	Half Associates, Inc.	10076565	10972	5,488.53	0.00	5,488.53
Total						<u>5,488.53</u>	<u>0.00</u>	

100 - General

Account 100-520-53085

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/5/2022	7/5/2022	Qty 24 inspections on stmt to 06/16/2022	Billy Ewton	stmt to 06/16/202	10944	1,200.00	0.00	1,200.00
Total						<u>1,200.00</u>	<u>0.00</u>	

100 - General

Account 100-520-53090

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/5/2022	7/5/2022	Wolfgang Puck Catering Health Inspection	John Glover	07/01/2022 inspec	10943	80.00	0.00	80.00
Total						<u>80.00</u>	<u>0.00</u>	

100 - General

Account 100-610-53060

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/20/2022	7/20/2022	6 inch street sign (Qty 2) - Millcreek Rd/Keyes Ln	Roadrunner Traffic Supply Inc	44992	10983	115.50	0.00	115.50
7/22/2022	7/20/2022	Smartsign				6,293.48	0.00	6,408.98
Total						<u>6,408.98</u>	<u>0.00</u>	

100 - General

Account 100-610-53065

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/6/2022	7/6/2022	6/10/22 thru 07/05/2022 Bar Dithces Cut/Weed Eat - Qty 11	Billy Joe Lerma	156346	10945	1,550.00	0.00	1,550.00
7/14/2022	7/14/2022	Mow/Weed Eat/Trash/chg out signs - 6/29 4/5 7/6 7/7 7/8 Trim various roads	Billy Joe Lerma	156349	10969	344.00	0.00	1,894.00
7/14/2022	7/14/2022	Mow/Weed Eat/Trash/chg out signs - 6/29 4/5 7/6 7/7 7/8 Trash various roads	Billy Joe Lerma	156349	10969	476.00	0.00	2,370.00
7/14/2022	7/14/2022	Mow/Weed Eat/Trash/chg out signs - 6/29 4/5 7/6 7/7 7/8 signs on 3 different streets	Billy Joe Lerma	156349	10969	301.00	0.00	2,671.00
7/14/2022	7/14/2022	Mow/Weed Eat/Trash/chg out signs - 6/29 4/5 7/6 7/7 7/8 Liberty Road	Billy Joe Lerma	156349	10969	258.00	0.00	2,929.00
7/14/2022	7/14/2022	Mow/Weed Eat/Trash/chg out signs - 6/29 4/5 7/6 7/7 7/8 Trash on Historic	Billy Joe Lerma	156349	10969	60.00	0.00	2,989.00
7/20/2022	7/20/2022	Billy Joe Lerma 2 invoices: CRPD and Bar Dtiches June/July 2022 - 7/10/22 Bar Ditches (Qty 11) Cut/Weed Eat Qty 11 street Bar Ditches	Billy Joe Lerma	7-19-22 A and 7-1 10982		1,550.00	0.00	4,539.00
7/22/2022	7/20/2022	Wal Mart				140.13	0.00	4,679.13
Total						<u>4,679.13</u>	<u>0.00</u>	

100 - General

Account 100-610-53110

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/6/2022	7/6/2022	Various - to 6-27-22 CRPD, Lights, Parks acct xx 2767	CoServ	Various - service tr	10955	37.06	0.00	37.06
7/6/2022	7/6/2022	Various - to 6-27-22 CRPD, Lights, Parks acct xx 2766	CoServ	Various - service tr	10955	18.53	0.00	55.59
7/6/2022	7/6/2022	Various - to 6-27-22 CRPD, Lights, Parks acct xx 2765	CoServ	Various - service tr	10955	18.53	0.00	74.12
7/6/2022	7/6/2022	Various - to 6-27-22 CRPD, Lights, Parks acct xx 2769	CoServ	Various - service tr	10955	13.04	0.00	87.16
7/20/2022	7/20/2022	Co Serv Naylor Rd to 7/08/2022 \$126.07	CoServ	acct 9000272768	10974	126.07	0.00	213.23
Total						<u>213.23</u>	<u>0.00</u>	



COUNCIL AGENDA BRIEFING SHEET

Meeting Date:

August 15, 2022

Agenda Item:

Consider approval of a final plat application by Jason Monk on behalf of property owners Dave McKinney and Cynthia Mozur for the McKinney Addition located at 6025 Rock Hill Road, within the Town of Cross Roads and the Cross Roads extraterritorial jurisdiction. (2022-0606-03FPLAT)

Prepared by:

Rodney Patterson, Building Official

Description:

Applicant Jason Monk, on behalf of Owners David McKinney and Cynthia Mozur submitted a final plat application for the McKinney Addition Lots 1 and 2 Block A on June 6, 2022, to plat a previously un-platted tract of land totaling 9.063 acres generally located at 6025 Rock Hill Rd. to create 2 lots. Lot 1 being a proposed Winery/Event Center use located almost entirely within the Town of Cross Roads ETJ (approximately 20' strip along eastern boundary is within the Town limits) and Lot 2 containing an existing residential home located entirely within the Town limits. The Town Engineer performed a technical review of the final plat application and construction drawings on June 16, 2022. On June 21, 2022, the applicant requested an extension of the 30-day consideration asking that the project be considered at the August Planning and Zoning meeting and the August Town Council meeting. The applicant provided a response to the comments and revised information on July 22, 2022. The Town Engineer completed their review and provided comments on August 2, 2022. The Town Engineer indicated that they recommended approval contingent upon receiving a paving and grading plan. After further review of the project after the Planning and Zoning meeting, Staff identified there is no component of the plan that is considered public infrastructure that would necessitate a paving and grading plan. As a result, Staff would recommend removing that stipulation from the approval.

Planning and Zoning Commission Recommendation:

At their August 2, 2022 meeting, the Planning and Zoning Commission recommended approval contingent upon receiving an paving and grading plan.

Recommended Action:

Staff recommends approval of the final plat.

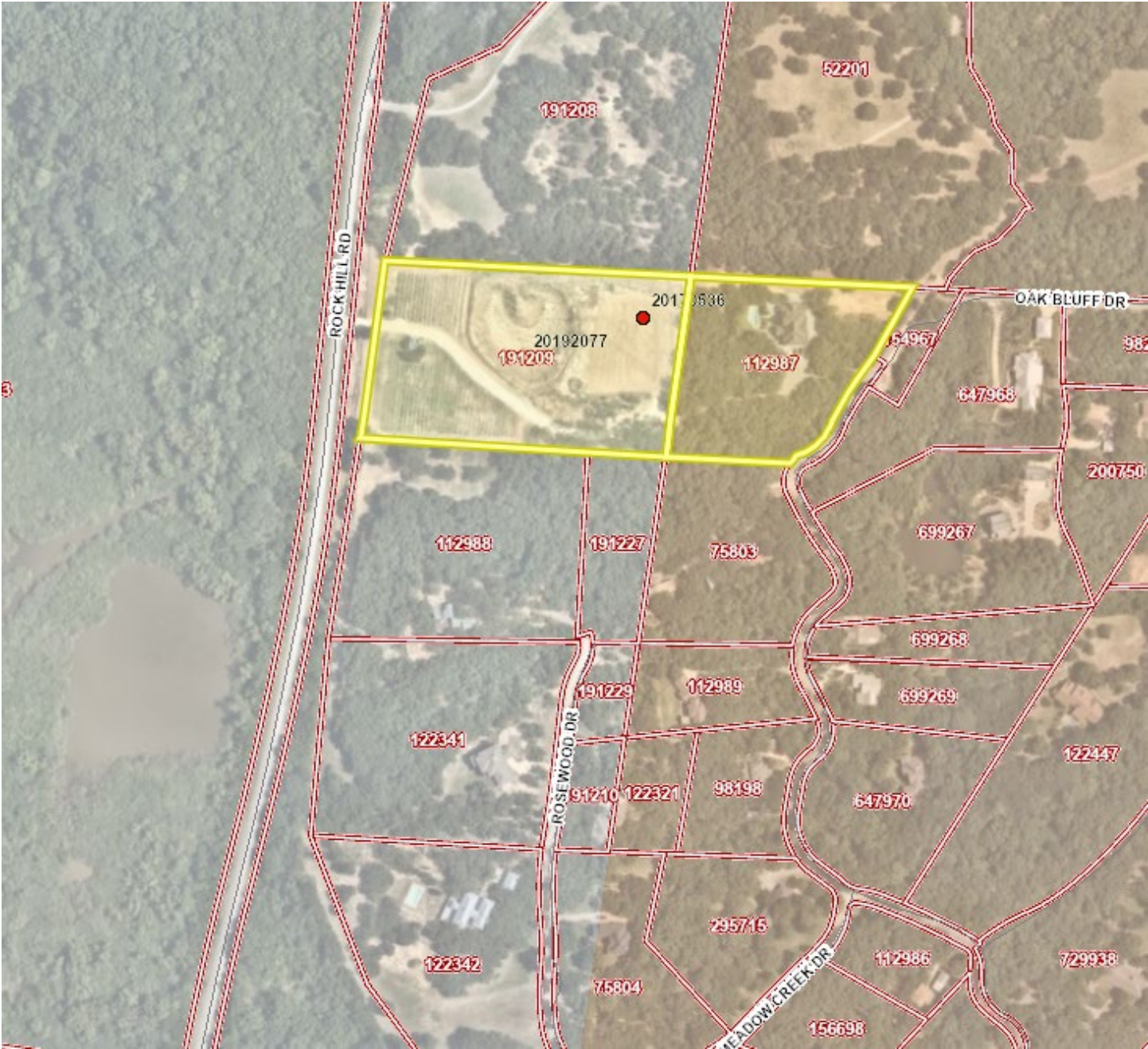
Attachments:

Response letter from applicant dated 7-22-22
Plans and supporting documents
Application

Project Aerial

McKinney Addition – Rock Creek Winery - (2022-0606-03FPLAT)

6025 Rock Hill Road



July 22, 2022

Town of Cross Roads
Ms. Kristy Gilbert
Town Administrator
3201 US Hwy 380, Suite 105
Cross Roads, TX 76227

Re: Rock Creek Winery
Final Plat
AVO 43608.001

Dear Ms. Gilbert:

Allison Engineering has reviewed the comments and has incorporated the changes and improvements as indicated below. **Our responses to the items required for consideration are presented below:**

General

1. The west part of Lot 1 is located within the Lewisville Lake flowage easement (elevation 537). Please coordinate with the USACE to obtain permission regarding runoff and velocities into flowage easement.
Response: According to email dated July 7th, from Gregory McAllister from the USACE, since we are not doing any grading within the 537 flowage easement, the only USACE requirement is to ensure that the velocity entering the 537 flowage is less than 5 fps. Our velocities are under 5 fps.
2. Please summarize and list any permits needed based on the findings of the jurisdictional assessment report.
Response: According to email dated July 7th, from Gregory McAllister from the USACE, developer shall not be required to do a jurisdictional assessment report.
3. Any activity within the FEMA floodplain will require an approved floodplain development permit.
Response: Any land disturbing activities (water service tap) in the FEMA floodplain, on this project shall be negligible & performed by utility provider.
4. Please address comments on attached markups and provide annotated responses.
Response: Noted.

Hydrology

7. Under existing conditions.....
3rd Review Comment:
(a) Please note, areas reaching existing pond are EX-B1, OS-3, and OS-1 not just B1.
Please calculate all flow reaching existing pond.
Response: Additional areas reaching pond have been added.



(b) Please refer to existing drainage area markup. Provide weir calculations for cross section AA and BB to determine amount of flow going north and amount going west. Please note that if weir section is at a constant elevation, and based on a cursory estimate, it appears about 35% of the flow reaching pond goes to point B and about 65% goes west to Point A under existing conditions.

Response: Drainage Area Runoff Calculations tables has been updated to show flow of existing conditions per comments.

(c) For clarity, add design points at the pond. DP-A-1 would be the overflow to design point A and DP-B1 the overflow to design point B.

Response: Design Points A1 and B1 added to Drainage Area Maps and calculations.

(d) Update total flow reaching DP-A and DP-B after corrections/calculations of existing overflow.

Response: Drainage Area Runoff Calculations tables has been updated.

(e) Add total flow reaching pond and add design points DP-A1 and DP-B1 to runoff summary table on sheet 5.

Response: Design Points A1 and B1 added to Drainage Area Maps and calculations.

12. Provide preliminary detention sizing calculations and outfall structure design based on the Modified Ration Method. Please use equations IV.1.10a and 10b from the Criteria Manual.

a. The pond and outlets must be designed for the 2-, 5-, 10-, 25-, 50- and 100-year storms. Note that a minimum of 6 inches of freeboard above the 100-year WSEL.

Response: 10 and 50 year storms have been added to Drainage Runoff Calculations.

b. Use adjustment factors to the calculated storage volume to account for under sizing. Refer to Modified Rational section IV.1.4. See attached spreadsheet that uses the required equations.

c. Outlet pipes for ponds should be 18" RCP/RCB or greater. Also, an overflow structure must be provided above the 100-year WSEL and have a minimum depth of 1-foot. (Denton County Subdivision Rules and Regulations, Section IV)

Response: No outlet pipe for ponds, Weirs are proposed.

1st Response: Detention sizing calculations has been added to sheet 04.

2nd Review Comment: Please provide preliminary size of outfall. It appears the outfall will direct all pond outflow north towards point B. If no outflow to the west, please reduce the allowable outflow to only the portion that goes north under existing conditions. Update required volume and verify volume fits in the provided pond footprint.

Response: Outfall has been revised to weirs and calculations have been updated.

3rd Review Comment: Update flows and size spillway to convey allowable flow to DP-A1 and DP-B1; existing overflow to the west and north respectively.

Response: Flows updated and spillways resized to convey allowable flow to design point A1 & B1.



16. Provide a Pond sheet showing all relevant design information such as elevation storage rating curves, elevation discharge rating curves, results for all required flood event including inflow, outflow, peak storage, peak elevation, etc. Provide details and profile of outflow pipe and account for tailwater from receiving ditch. Provide and label an emergency spillway with 6" of freeboard to top of pond under clogged conditions. Label side slopes.

Response: Pond sheet provided. Weir Reports have been revised to show a minimum 6" of freeboard.

17. Please provide channel cross sections with hydraulic parameters for any proposed swales. For swales conveying more than 10 cfs please provide a HEC-RAS model. For the proposed swales, the following criteria must be met:

- a) Side slopes shall be a maximum of 4H:1V.
- b) Depth shall be 1.5 feet.
- c) Provide private drainage easements for the proposed swales. The minimum easement width is 16 feet.
- d) The minimum bottom slope shall be 0.5%.

Response: Channel cross sections provided on sheet 04.

18. For proposed driveway culverts:

- a) Include contributing drainage area numbers
- b) Provide HGL through culverts. The HGL should account backwater effects in the profile.
- c) Provide hydraulic parameters (velocity, free-board, flow line in, flow line out). See markup. Include tailwater and headwater elevations.

Response: Driveway culvert table provided on sheet 04.

19. The modeled proposed swales, driveway culverts, pond, etc. included in the drainage study to support the preliminary plat will be reviewed again once the construction plans are available. Update calculations as necessary to correspond to plans.

Response: Noted.

20. Verify that a USACE Section 404 of Clean Water Act investigation was/will be conducted. Placement of fill at existing channels and ponds may require authorization by an appropriate Section 404 permit. Provide results of investigation. Show and label any wetlands and/or Water of the US on grading plans.

Response: Only disturbing 80 lf of a dry borrow ditch and 0.04 acres, which is below the threshold of 404 CWA requirements.

Respectfully Submitted,
Allison Engineering Group

FINAL PLAT FOR ROCK CREEK WINERY

TOWN OF CROSS ROADS & TOWN OF CROSS ROADS ETJ, DENTON COUNTY, TEXAS

JULY 2022



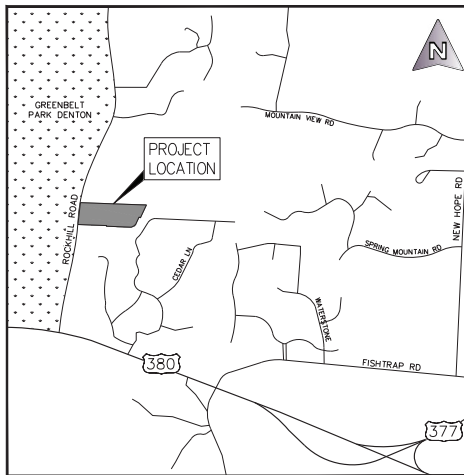
ROCK CREEK WINERY

OWNER:
DAVE MCKINNEY &
CYNTHIA MOZUR
6025 ROCK HILL ROAD
AUBREY, TX 76227
CONTACT: DAVE MCKINNEY



ENGINEER:
ALLISON ENGINEERING GROUP, INC.
2415 N ELM ST
DENTON, TX 76201
940-380-9453
WWW.AE-GRP.COM
TBPE FIRM REG. # 7898
CONTACT: JASON P. FAIGLE, P.E.

SURVEYOR:
WINDROSE LAND SURVEYING
220 ELM ST, SUITE 200
LEWISVILLE, TX 75057
214-217-2544
CONTACT: GRAYSON CEBALLOS



VICINITY MAP
1" = 1000'

SHEET INDEX	
NO.	SHEET TITLE
00	COVER SHEET
01	FINAL PLAT
02	EXISTING DRAINAGE AND GRADING
03	PROPOSED DRAINAGE AND GRADING
04	CULVERT PLAN AND CALCULATIONS
05	DRAINAGE CALCULATIONS
06	POND PLAN & DETAILS
07	WEIR REPORTS AND CALCULATIONS
08	SITE AND UTILITY PLAN
09	WINERY SITE PLAN

SUBMITTAL LOG

- | | |
|---------------|--------------------------------------|
| 1. 06/06/2022 | 1ST SUBMITTAL - NOT FOR CONSTRUCTION |
| 2. 07/22/2022 | 2ND SUBMITTAL - NOT FOR CONSTRUCTION |



3201 US HWY 380, STE 105 | CROSS ROADS, TX 76227 | (940) 365-9693

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JASON P. FAIGLE P.E. 101888. IT IS NOT TO BE USED FOR THE PURPOSES OF CONSTRUCTION, BIDDING, PERMITTING, ETC.

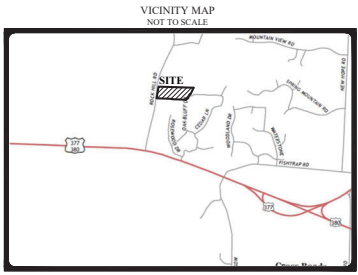
FINAL PLAT

File Name: I:\PROJECTS\DMC2021-ROCK CREEK WINERY\DWG\COVER SHEET.DWG

Sheet Date: Friday, July 8, 2022 12:27:39 PM

Plot Date: Friday, July 22, 2022 11:33:31 AM

Plot Date: Friday, July 22, 2022 11:33:31 AM



SURVEYOR'S NOTES:

- Bearings and distances are based on Texas State Plane Coordinate System, Texas North Central Zone 4202 North American Datum of 1983 (NAD 83) (U.S. Foot) with a combined scale factor of 1.00015620.
- This property lies within Zone "A" and Zone "X" of the Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, map no. 48121C0385G, dated April 18, 2011, via scaled map location and graphic plotting.
- Notice: Selling a portion of this addition by metes and bounds is a violation of Town subdivision ordinance and state planning statutes and is subject to fines and withholding of utilities and building certificates.
- The purpose of this plat is to create two lots out of one tract of land.
- Property Owner will be responsible for detention pond, detention drainage and all improvements associated with drainage.

LEGEND OF ABBREVIATIONS

- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- ROW RIGHT OF WAY
- IRS 1/2 INCH CAPPED REBAR STAMPED "ASC" SET
- C.M. CONTROLLING MONUMENT

STATE OF TEXAS §
 COUNTY OF DENTON §

This is to certify that I, Mark N. Peoples, a Registered Professional Land Surveyor of the State of Texas, have planned the subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

PRELIMINARY
 THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR RELED UPON AS A FINAL SURVEY DOCUMENT DATED 7/8/2022

Mark N. Peoples, R.P.L.S.
 No. 6443

STATE OF TEXAS §
 COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 20__.

 Notary Public in and for the State of Texas

STATE OF TEXAS §
 COUNTY OF DENTON §

WHEREAS a 9.063 acre tract or parcel of land situated in the J. Williamson Survey, Abstract Number 1418, Denton County, Texas, and being all that same tract of land described by deed to David A. McKinney and Cynthia Mozur, recorded under Document Number 2016-16027, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a concrete "Cops of Engineers" (C.O.E.) monument stamped "R-325-F" found for the northwest corner of the herein described tract, same point being the southwest corner of a tract of land described by deed to Stone Family Partnership No. 1, L.P., recorded under Document Number 2008-46855, O.P.R.D.C.T., and being in the east line of a tract of land described by deed to U.S.A. Corps of Engineers, recorded in Volume 411, Page 427, Deed Records, Denton County, Texas;

THENCE South 87 degrees 51 minutes 19 seconds East, with the north line of said Stone Family Partnership tract, a distance of 1090.51 feet to a 1/2 inch iron rod found for corner;

THENCE South 87 degrees 49 minutes 39 seconds East, continuing with said south line of Stone Family Partnership tract, a distance of 231.61 feet to a 1/2 inch iron rod found for corner being the northwest corner of a tract of land described by deed to Oak Bluff Homeowners Association, recorded under Document Number 98-91442, Plat Property Records, Denton County, Texas;

THENCE South 23 degrees 14 minutes 50 seconds West, with the northwesterly line of said Oak Bluff Homeowners Association tract, a distance of 238.44 feet to a 1/2 inch iron rod found for corner being a northerly line of Lot 1 of Oak Bluff Addition, an addition to the Town of Cross Roads, Denton County, Texas, according to the plat thereof recorded under Document Number 2014-240, Plat Records, Denton County, Texas, same point being the southeast corner of said Oak Bluff Homeowners tract;

THENCE South 47 degrees 46 minutes 28 seconds West, with a north line of said Lot 1, a distance of 25.00 feet to a "PK" Nail found in asphalt for corner being the most westerly northwest corner of said Lot 1;

THENCE South 25 degrees 11 minutes 34 seconds West, with a west line of said Lot 1, a distance of 122.28 feet to a "PK" Nail found in asphalt for corner being the beginning of a non-tangent curve to the right, having a radius of 93.87 feet;

THENCE with the west line of said Lot 1 and with said curve to the right, through a central angle of 46 degrees 18 minutes 34 seconds, whose chord bears South 47 degrees 56 minutes 51 seconds West at 72.25 feet, an arc length of 74.25 feet to a "PK" Nail found in asphalt for corner being the beginning of a non-tangent curve to the left, having a radius of 48.16 feet;

THENCE with the west line of said Lot 1 and with said curve to the left, through a central angle of 36 degrees 26 minutes 02 seconds, whose chord bears South 58 degrees 18 minutes 46 seconds West at 25.11 feet, an arc length of 25.34 feet to "PK" Nail set in asphalt for corner being the northeast corner of a tract of land described by deed to Kenneth Lynn Falls, recorded under Document Number 2007-62416, O.P.R.D.C.T.;

THENCE North 87 degrees 48 minutes 30 seconds West, with the north line of said Money tract, passing at 31.47 feet to a 3/8 inch iron rod found for witness, continuing on for a total distance of 428.60 feet to a 1/8 inch iron rod found for corner being in the east line of a tract of land described by deed to Bryce McCallum and wife, Patti McCallum, recorded under Document Number 2012-61757, O.P.R.D.C.T., same point being the northwest corner of said Money tract;

THENCE North 02 degrees 09 minutes 33 seconds East, with the east line of said McCallum tract, a distance of 10.92 feet to a 5/8 inch iron rod found for corner being the northeast corner of said McCallum tract;

THENCE North 87 degrees 51 minutes 09 seconds West, with the north line of said McCallum tract, a distance of 487.41 feet to a 1/2 inch iron rod with yellow cap stamped "ARTHUR SHERIDAN COMPANY" found for corner being in the east line of said U.S.A. Corps of Engineers' tract, same point being the northeast corner of said McCallum tract, from which "PK" monument stamped "R-325-F" found bears South 08 degrees 20 minutes 48 seconds West at 163.56 feet;

THENCE North 08 degrees 20 minutes 48 seconds East, with the east line of said Corps of Engineers' tract, a distance of 377.31 feet to the POINT OF BEGINNING and containing 9.063 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

THAT David A. McKinney and Cynthia Mozur ("Owner"), acting herein by and through its duly authorized officer, does hereby adopt this plat designating the herein described property as Lots 1 and 2, Block A of McKinney Addition, an addition to the Town of Cross Roads, Texas, and does hereby dedicate to the Town of Cross Roads:

- Easements for the purpose shown on this plat and for the mutual benefit, use and accommodation of all public utility entities including the Town of Cross Roads providing services to the addition created hereby and desiring to use or using the same.
- No Buildings or structures shall be constructed or placed upon, or across the easements dedicated herein. The Town of Cross Roads and public utility entities shall have the right to remove and keep removed all or parts of any building or structures which may in any way endanger or interfere with their respective easements.
- This plat approved subject to all planning ordinances, rules, regulations, and resolutions of the Town of Cross Roads, Texas.

Witness my Hand at _____, this _____ day of _____, 20__.

By: _____
 David A. McKinney

By: _____
 Cynthia Mozur

STATE OF TEXAS §
 COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared David A. McKinney, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

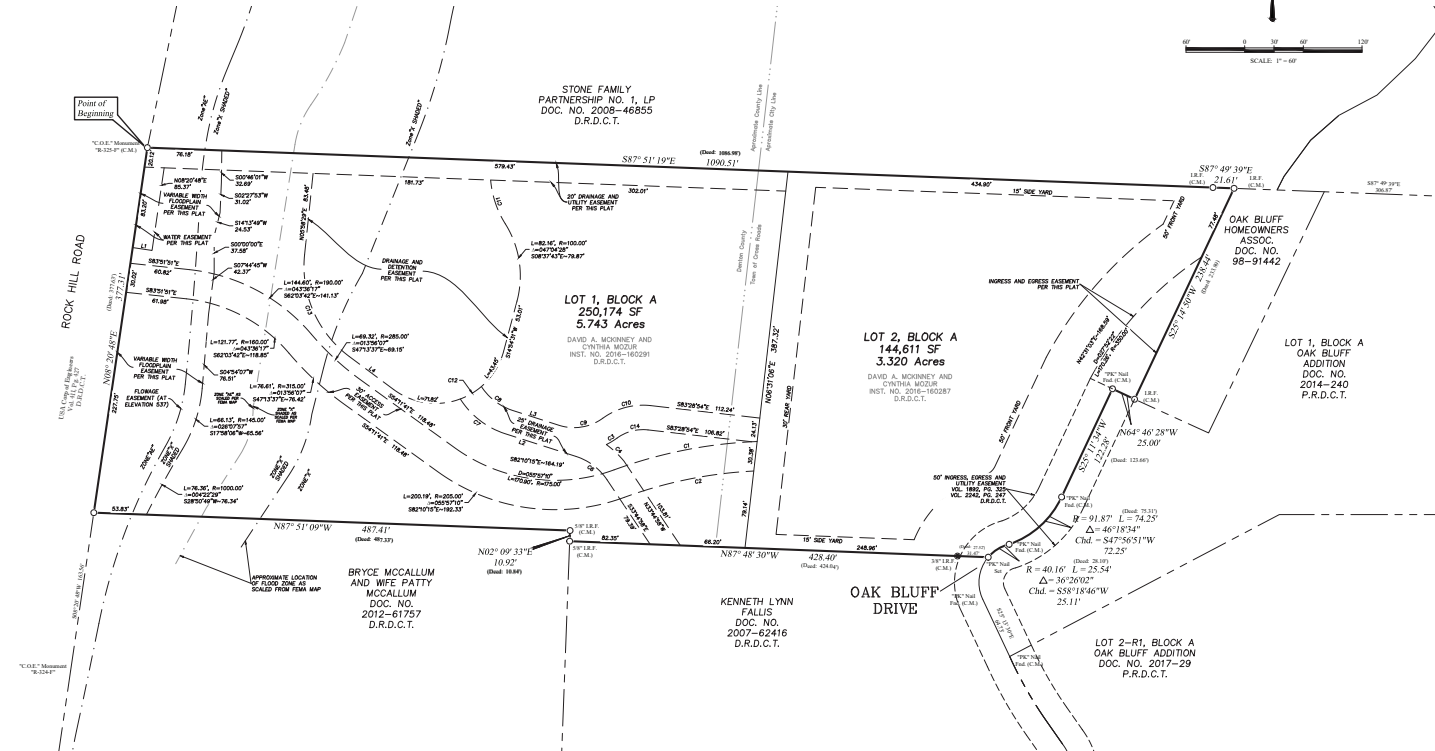
 Notary Public in and for the State of Texas

STATE OF TEXAS §
 COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Cynthia Mozur, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

 Notary Public in and for the State of Texas



Curve Data Table						Line Data Table		
Curve #	Arc	Radius	Delta	Chord Bearing	Chord	Line #	Distance	Bearing
C1	142.76'	400.00'	07°52'30"	N79°47'28"	148.30'	L1	20.00'	S81°39'12"
C2	135.76'	450.00'	07°17'08"	N78°25'44"	135.00'	L2	38.45'	S27°44'37"
C3	41.91'	65.00'	03°56'54"	N78°02'50"	41.18'	L3	39.28'	S72°44'07"
C4	44.63'	87.50'	02°17'25"	N48°21'41"	44.15'	L4	56.22'	N52°20'49"
C5	59.84'	62.50'	05°45'16"	S61°07'38"	57.68'			
C6	13.57'	47.50'	01°52'00"	S80°25'17"	13.52'			
C7	58.49'	85.40'	03°14'54"	S51°58'39"	57.38'			
C8	40.43'	62.40'	03°29'17"	S52°19'32"	39.68'			
C9	22.09'	22.50'	05°14'28"	N79°38'39"	21.21'			
C10	70.68'	80.00'	04°59'41"	N74°01'16"	68.88'			
C11	47.67'	100.00'	02°18'58"	S18°30'32"	47.22'			
C12	140.42'	72.00'	11°14'40"	S70°46'51"	119.20'			
C13	118.07'	115.00'	05°19'17"	N23°17'10"	115.82'			

RECOMMENDATION FOR APPROVAL

Chairperson, Planning and Zoning Commission Date _____

Approved for Construction: _____

Mayor, Town of Cross Roads Date _____

The undersigned, the Town Secretary of the Town of Cross Roads, Texas hereby certifies that the foregoing Minor Plat of Lots 1 and 2, Block A, McKinney Addition, an addition to the Town of Cross Roads was submitted by the Town Council on _____ day of _____, 20__ and the Council by formal action, then and there accepted the dedication of streets, alleys, parks, easements public parks, and water and sewer lines, as shown set forth in and upon said plat and said Council further authorizes the Mayor to note the accepting thereof for construction by signing his/her name as herein above described.

Witness my hand this _____ day of _____, AD, 20__.

Town Secretary, Town of Cross Roads Date _____

ENGINEER
 Alston Engineering Group
 2415 N. Elm Street
 Denton, Texas 76201
 940-380-9453

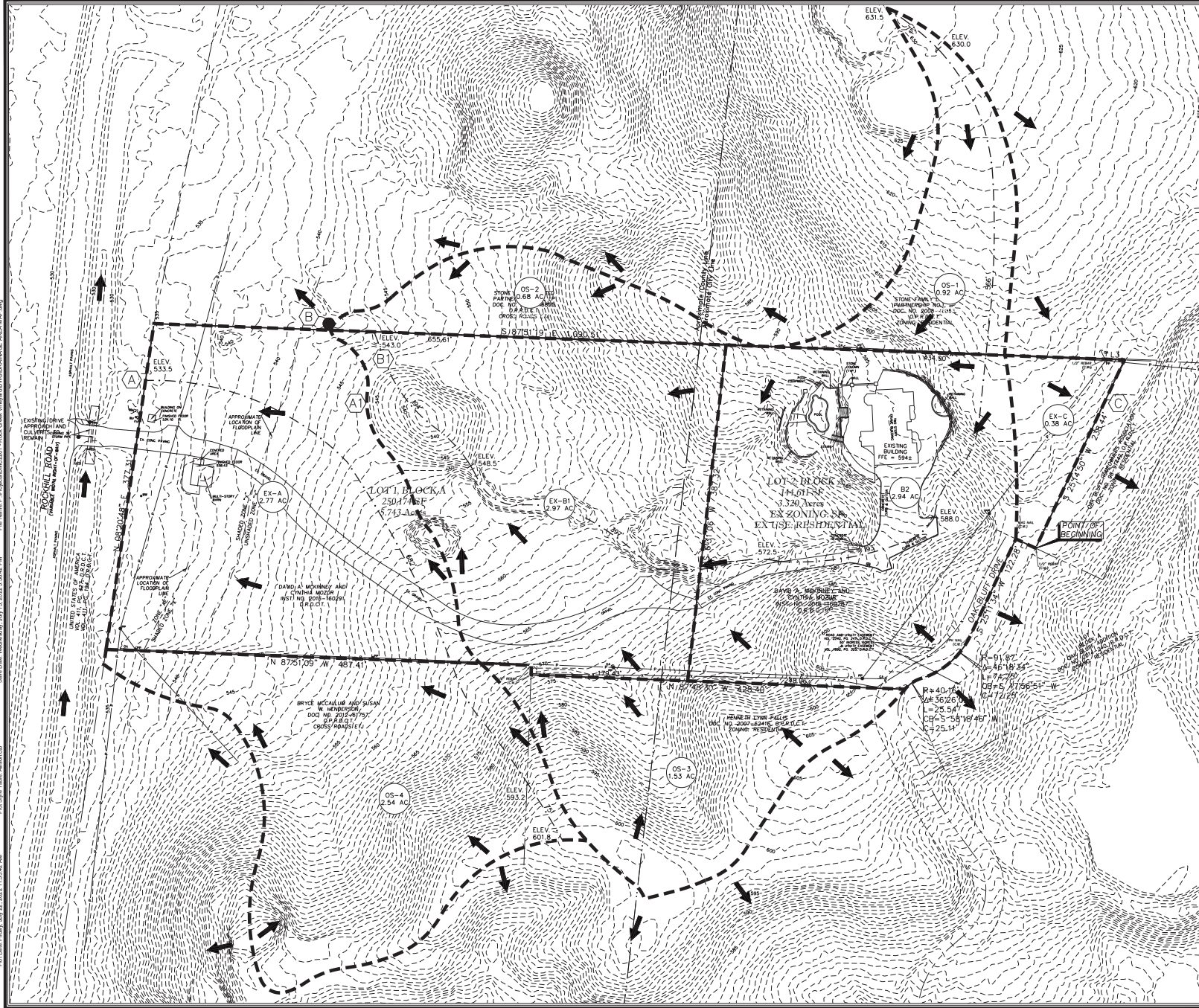
OWNER/DEVELOPER
 David McKinney and
 Cynthia Mozur
 8025 Rock Hill Road
 Aubrey, Texas 76202

LAND SURVEYING & PLATTING
 WINDROSE
 220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.517.2544
 FIRM REGISTRATION NO. 10174331 | WINDROSESERVICES.COM
 DRAWN BY: G.L.C. DATE: 08/30/2021 CHECKED BY: JFB JOB NO.: D57102

FINAL PLAT
MCKINNEY ADDITION
LOTS 1 AND 2, BLOCK A
 Being 9.063 Acres out of the
 J. Williamson Survey, Abstract No. 1418
 Town of Cross Roads, Denton County, Texas

— JUNE 2022 —

Drawn by: Jason Winery, 2022/11/13/42 AM
Checked by: Jason Winery, 2022/11/13/42 AM
File Name: P:\Projects\DMC2201 - Rock Creek Winery\GIS\DRAWING AREA LAMP.dwg
Date: Wednesday, July 13, 2022, 9:42 AM



LEGEND

- 500- EXISTING CONTOUR
- FLOW DIRECTION
- DRAINAGE AREA
- TIME OF CONCENTRATION
- - - - PROPOSED SWALE
- - - - PROPOSED RETAINING WALL
- ⊙ DESIGN POINT
- ⊙ DRAINAGE AREA LABEL
- 1.00 AC AREA
- 1.00 AC AVERAGE

DRAINAGE AREA MAP NOTES

CI = 1.25 (FOR 100 YR RECURRENCE INTERVAL PER ISWM TABLE 1.4)

C = 0.30 UNLESS OTHERWISE NOTED (SEE WEIGHTED C TABLES)

I100 = (RAINFALL INTENSITIES PROVIDED FROM ISWM TABLE 5.3 DENTON COUNTY RAINFALL DATA TC 5 MIN: 11.23 IN/HR TC TO MIN: 9.24 IN/HR)

A = DRAINAGE AREA (ACRES)

Q₁₀₀ = C_xC_hI₁₀₀A (CFS)

REV. 1
REV. 2
REV. 3
REV. 4
REV. 5

345 N. EDWARDS STREET
DENTON, TEXAS 76201
Phone: 817-321-9955
www.allisoneng.com

Texas Board of Professional Engineers
Registration Number: 174898
info@aeg.com

Allison Engineering Group
Planning Communities - Designing the Systems That Serve Them

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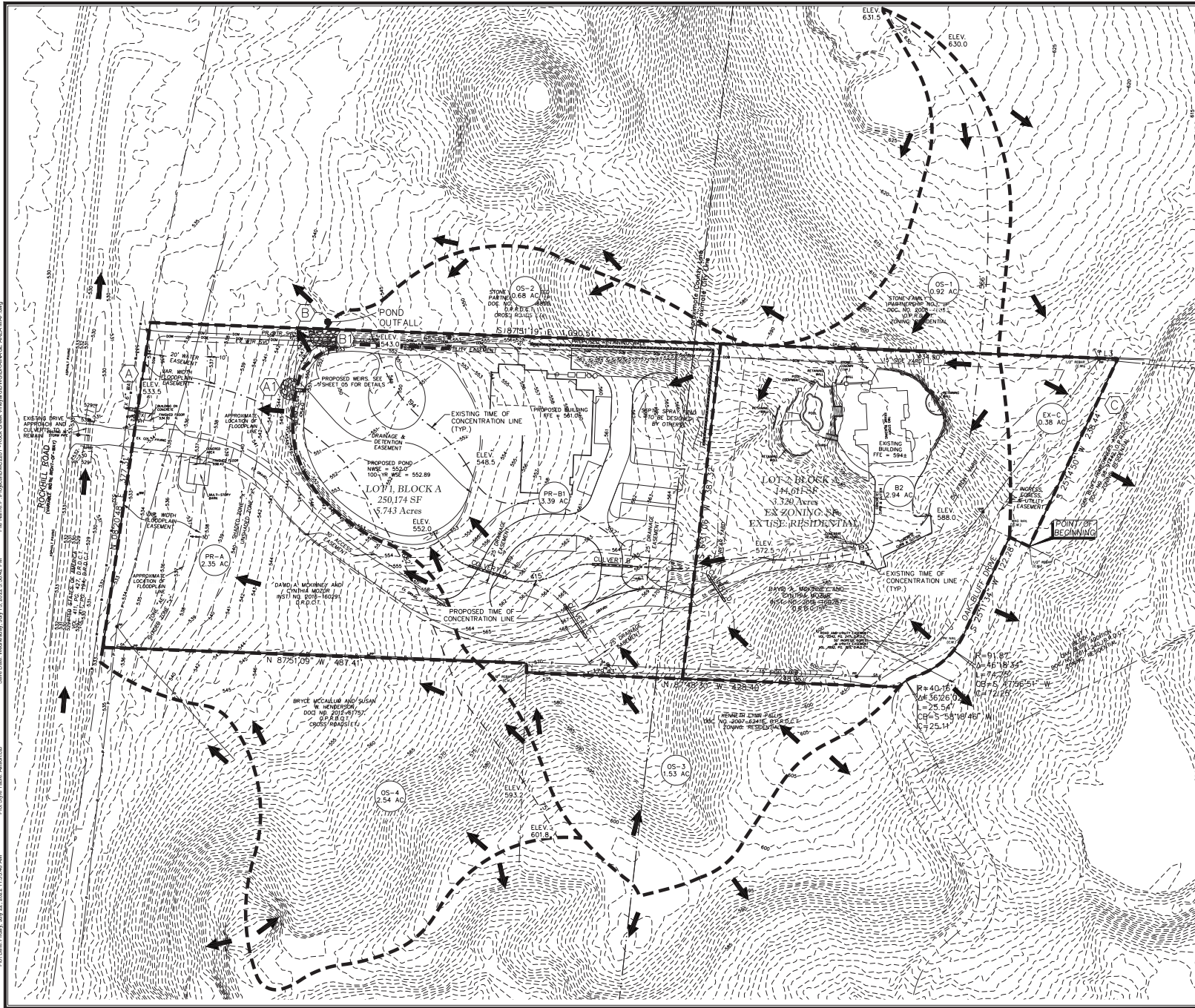
Drawn by: JSM
Checked by: JSM

DAVID MCKINNEY
FINAL PLAN
ROCK CREEK WINERY
TOWN OF CROSSROADS & TOWN OF CROSSROADS ETL, DENTON COUNTY, TEXAS

EXISTING DRAINAGE AND GRADING

Job: DMC2201
SHEET
02

Drawn by: Jason Wines, 2022/11/13/46 AM
 Checked by: Jason Wines, 2022/11/13/46 AM
 Date: 11/13/2022 11:13:46 AM
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 Plot Date: Wednesday, July 13, 2022 3:56:42 PM
 Plot Style Table: Allison.ctb
 Plot Device: AutoCAD



0 25 50 100
SCALE: 1"=50'

LEGEND

- 500- EXISTING CONTOUR
- FLOW DIRECTION
- DRAINAGE AREA
- TIME OF CONCENTRATION
- PROPOSED SWALE
- PROPOSED RETAINING WALL
- ⊙ DESIGN POINT
- ⊙ AREA DRAINAGE AREA LABEL
- 1.00 AC

DRAINAGE AREA MAP NOTES

CI = 1.25 (FOR 100 YR RECURRENCE INTERVAL PER ISWM TABLE 1.4)

C = 0.30 UNLESS OTHERWISE NOTED (SEE WEIGHTED C TABLES)

1100 = (RAINFALL INTENSITIES PROVIDED FROM ISWM TABLE 5.3 DENTON COUNTY RAINFALL DATA
 TC 5 MIN: 11.23 IN/HR
 TC 10 MIN: 9.24 IN/HR)

A = DRAINAGE AREA (ACRES)

Q₁₀₀ = C_xCh₁₀₀A (CFS)

REV. 1
REV. 2
REV. 3
REV. 4
REV. 5

245 N. EDWARDS STREET
 DENTON, TEXAS 76201
 Phone: 817.382.7900
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 Registration Number: 179198
 info@ae-grp.com

Planning Communities - Designing the Systems That Serve Them

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Drawn by: JSM
Checked by: LKA

DAVID MCKINNEY
FINAL PLAN
ROCK CREEK WINERY
 TOWN OF CROSSROADS & TOWN OF CROSSROADS ET AL, DENTON COUNTY, TEXAS

PROPOSED DRAINAGE AND GRADING

DRAINAGE AREA RUNOFF CALCULATIONS

EXISTING DESIGN POINT A

Description	A	B	C	Totals
Sheet Flow				
Manning's n-value	= 0.150	0.011	0.011	
Flow length (ft)	= 75.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 2.20	0.00	0.00	
Land slope (%)	= 11.47	0.00	0.00	
Travel Time (min)	= 4.67	+ 0.00	+ 0.00	= 4.67
Shallow Concentrated Flow				
Flow length (ft)	= 628.00	0.00	0.00	
Watercourse slope (%)	= 8.75	0.00	0.00	
Surface description	= Unpaved	Paved	Paved	
Average velocity (ft/s)	=4.77	0.00	0.00	
Travel Time (min)	= 2.19	+ 0.00	+ 0.00	= 2.19
Channel Flow				
X sectional flow area (sqft)	= 0.00	0.00	0.00	
Wetted perimeter (ft)	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.015	0.015	0.015	
Velocity (ft/s)	=0.00	0.00	0.00	
Flow length (ft)	((0))0.0	0.0	0.0	
Travel Time (min)	= 0.00	+ 0.00	+ 0.00	= 0.00
Total Travel Time, Tc				6.86 min

MINIMUM 15 MINUTE TIME OF CONCENTRATION USED IN CALCULATIONS, PER TABLE IV.1-2 OF DENTON COUNTY SUBDIVISION RULES AND REGULATIONS

EXISTING DESIGN POINT B

Description	A	B	C	Totals
Sheet Flow				
Manning's n-value	= 0.150	0.011	0.011	
Flow length (ft)	= 75.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 2.20	0.00	0.00	
Land slope (%)	= 2.00	0.00	0.00	
Travel Time (min)	= 9.39	+ 0.00	+ 0.00	= 9.39
Shallow Concentrated Flow				
Flow length (ft)	= 961.00	193.00	194.00	
Watercourse slope (%)	= 7.02	6.51	2.84	
Surface description	= Unpaved	Paved	Unpaved	
Average velocity (ft/s)	=4.27	5.19	2.72	
Travel Time (min)	= 3.75	+ 0.62	+ 1.19	= 5.56
Channel Flow				
X sectional flow area (sqft)	= 3.70	0.00	0.00	
Wetted perimeter (ft)	= 8.60	0.00	0.00	
Channel slope (%)	= 6.08	0.00	0.00	
Manning's n-value	= 0.020	0.015	0.015	
Velocity (ft/s)	=10.52	0.00	0.00	
Flow length (ft)	((0))395.0	0.0	0.0	
Travel Time (min)	= 0.63	+ 0.00	+ 0.00	= 0.63
Total Travel Time, Tc				15.57 min

ROUNDED UP TO 16 MINUTES

PROPOSED DESIGN POINT B

Description	A	B	C	Totals
Sheet Flow				
Manning's n-value	= 0.150	0.011	0.011	
Flow length (ft)	= 75.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 2.20	0.00	0.00	
Land slope (%)	= 2.00	0.00	0.00	
Travel Time (min)	= 9.39	+ 0.00	+ 0.00	= 9.39
Shallow Concentrated Flow				
Flow length (ft)	= 566.00	193.00	0.00	
Watercourse slope (%)	= 7.95	6.51	0.00	
Surface description	= Unpaved	Paved	Unpaved	
Average velocity (ft/s)	=4.55	5.19	0.00	
Travel Time (min)	= 2.07	+ 0.62	+ 0.00	= 2.69
Channel Flow				
X sectional flow area (sqft)	= 3.70	0.00	0.00	
Wetted perimeter (ft)	= 8.60	0.00	0.00	
Channel slope (%)	= 4.94	0.00	0.00	
Manning's n-value	= 0.020	0.015	0.015	
Velocity (ft/s)	=9.48	0.00	0.00	
Flow length (ft)	((0))415.0	0.0	0.0	
Travel Time (min)	= 0.73	+ 0.00	+ 0.00	= 0.73
Total Travel Time, Tc				12.81 min

MINIMUM 10 MINUTE TIME OF CONCENTRATION USED IN CALCULATIONS, PER TABLE IV.1-2 OF DENTON COUNTY SUBDIVISION RULES AND REGULATIONS

Design Point	Drainage Area No.	Area (Ac.)	Time of Conc. (min.)	Runoff Coeff. "C"	Existing Conditions										Comments				
					2 YR		5 YR		10 YR		25 YR		50 YR			100 YR			
					Intensity I (in./hr.)	Q 2 (c.f.s.)	Intensity I (in./hr.)	Q 5 (c.f.s.)	Intensity I (in./hr.)	Q 10 (c.f.s.)	Intensity I (in./hr.)	Q 25 (c.f.s.)	Intensity I (in./hr.)	Q 50 (c.f.s.)		Intensity I (in./hr.)	Q 100 (c.f.s.)		
A	A1	EX-B1	1.93	16	0.38	3.77	2.77	4.70	3.45	5.34	3.92	6.23	4.57	6.95	5.10	7.70	5.85	65% of Site Area (part of Lot 1) to Ex Pond	
		B2	1.91	16	0.40	3.77	2.98	4.70	3.59	5.34	4.08	6.23	4.78	6.95	5.31	7.70	5.89	65% of Site Area (Lot 2) to Ex Pond	
		OS-1	0.60	16	0.30	3.77	0.87	4.70	0.84	5.34	0.96	6.23	1.12	6.95	1.24	7.70	1.29	65% of Offsite Area - Sheet flow from North to Ex Pond	
		OS-3	0.99	16	0.30	3.77	1.12	4.70	1.40	5.34	1.59	6.23	1.85	6.95	2.07	7.70	2.38	65% of Offsite Area - Sheet flow from South to Ex Pond	
							6.87		7.45		9.28		10.55		12.37		13.73	15.21	Total Area/Flow to/from Ex Pond at Design Point A1
B	B1	EKA	2.77	15	0.38	3.90	3.89	4.85	4.84	5.50	5.49	6.41	6.38	7.14	7.12	7.91	7.89	Site Area (part of Lot 1) to Rockhill ROW	
		OS-4	2.54	15	0.30	3.90	2.97	4.85	3.69	5.50	4.19	6.41	4.88	7.14	5.44	6.91	6.02	Offsite Area - Sheet flow from South to Rockhill ROW	
							12.78		14.31		17.81		20.22		23.58		26.29	29.12	Total Area/Flow to Rockhill ROW at Design Point A
		EX-B1	1.04	16	0.38	3.77	1.49	4.70	1.86	5.34	2.11	6.23	2.46	6.95	2.75	7.70	3.04	35% of Site Area (Lot 1) to Ex Pond to North Prop Line	
		B2	1.03	16	0.40	3.77	1.55	4.70	1.94	5.34	2.20	6.23	2.57	6.95	2.86	7.70	3.17	35% of Site Area (Lot 2) to Ex Pond to North Prop Line	
C	C	OS-3	0.53	16	0.30	3.77	0.80	4.70	0.75	5.34	0.86	6.23	1.00	6.95	1.11	7.70	1.23	35% of Offsite Area - Sheet flow from South to Ex Pond to North Prop Line	
							2.92		4.01		5.00		5.68		6.63		7.39	8.19	Total Area/Flow to Design Point B1
		OS-2	0.68	16	0.30	3.77	0.77	4.70	0.96	5.34	1.09	6.23	1.28	6.95	1.42	7.70	1.58	Offsite Area - Sheet flow from North Converges with Pond Outfall	
							3.67		4.78		5.96		6.77		7.90		8.67	9.77	Total Area/Flow to North Property at Design Point B
		EX-C	0.38	15	0.30	3.90	0.44	4.85	0.55	5.50	0.63	6.41	0.80	7.14	0.81	7.91	0.90	Area/Flow to East Property at Design Point C	

Design Point	Drainage Area No.	Area (Ac.)	Time of Conc. (min.)	Runoff Coeff. "C"	Developed Conditions										Comments			
					2 YR		5 YR		10 YR		25 YR		50 YR			100 YR		
					Intensity I (in./hr.)	Q 2 (c.f.s.)	Intensity I (in./hr.)	Q 5 (c.f.s.)	Intensity I (in./hr.)	Q 10 (c.f.s.)	Intensity I (in./hr.)	Q 25 (c.f.s.)	Intensity I (in./hr.)	Q 50 (c.f.s.)		Intensity I (in./hr.)	Q 100 (c.f.s.)	
A	A	PRA	2.35	10	0.36	4.71	3.99	5.75	4.87	6.50	5.50	7.55	6.38	8.36	7.08	9.24	7.82	Site Area to Rockhill ROW
		OS-4	2.54	15	0.30	3.90	2.97	4.85	3.69	5.50	4.19	6.41	4.88	7.14	5.44	7.91	6.02	Site Area - Sheet flow from South to Rockhill ROW
B	B1																	Total Area/Flow to Rockhill ROW at Design Point A. (Does not include pond release)
		PR-B1	3.39	10	0.65	4.71	10.38	5.75	12.68	6.50	14.33	7.55	16.64	8.36	18.43	9.24	20.37	Site Area (Lot 1) to Pr Pond
		B2	2.64	15	0.40	3.90	4.59	4.85	5.71	5.50	6.47	6.41	7.54	7.14	8.40	7.91	9.31	Site Area (Lot 2) to Pr Pond
		OS-1	0.92	15	0.30	3.90	1.07	4.85	1.34	5.50	1.51	6.41	1.77	7.14	1.97	7.91	2.18	Offsite Area - Sheet flow from North to Pr Pond
		OS-3	1.53	15	0.30	3.90	1.79	4.85	2.22	5.50	2.52	6.41	2.93	7.14	3.27	7.91	3.62	Offsite Area - Sheet flow from South to Pr Pond
C	C																	Total Area/Flow to Design Points B1&A1 (Without Detention)
		OS-2	0.68	15	0.30	3.90	0.80	4.85	0.99	5.50	1.13	6.41	1.31	7.14	1.46	7.91	1.82	Offsite Area - Sheet flow from North Converges with Pond Outfall
							9.46		18.63		22.93		25.96		30.20		33.93	37.09
C	C	C	0.38	15	0.30	3.90	0.44	4.85	0.55	5.50	0.63	6.41	0.73	7.14	0.81	7.91	0.90	Area/Flow to East Property at Design Point C

Runoff Comparison Summary									
Design Point	Existing Flow Q100	Developed Flow Q100	Undetained Dev. Flow Q100	Max. Dev. Release Q100	Proposed Pond Release Q100	Proposed Total Flow Q100	Net Change		
Pond Outfall West	A1	15.21	-	15.28	14.19	14.19	No Increase		
Flow to Rockhill ROW (West)	A	29.12	50.94	13.84	29.12	29.03	No Increase		
Pond Outfall North	B1	8.19	-	8.15	7.64	7.64	No Increase		
Flow to Northern Property	B	9.77	-	1.62	9.77	9.26	No Increase		
Flow to Eastern Property	C	0.90	0.90	0.90	-	0.90	No Increase		
Total		38.79	51.84	16.36	39.79	38.79	No Increase		

* Note: Proposed Pond will detain increased runoff and limit release to pre-developed flow rate. Pond to be designed at time of Final Plat / Civil Engineering Construction Plans. See preliminary detention volume calculation on sheet 04, this set.

Prepared by Jason Moore, 20221114, 10:05 AM
 Checked by JSM, 20221114, 10:05 AM
 Drawn by JSM, 20221114, 10:05 AM
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REV. 3
REV. 4
REV. 5

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DENTON, TEXAS 76208
Phone: 817.326.7700
www.aeg.com

Texas Board of Professional Engineers
Registration Number: 775930
info@aeg.com

Allison Engineering Group
Planning Communities - Designing the Systems That Serve Them

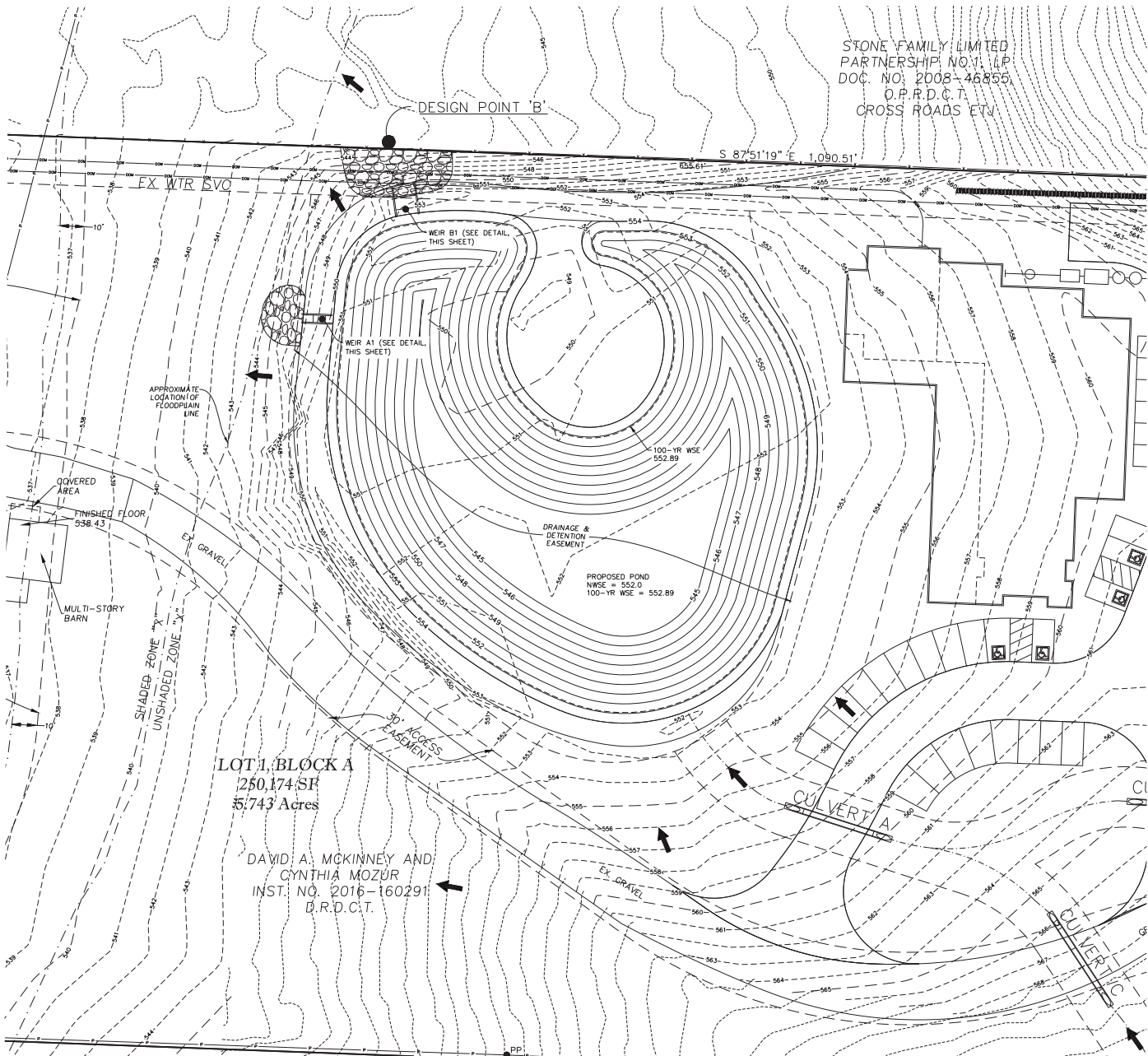
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DAVID MCKINNEY
FINAL PLAT
ROCK CREEK WINERY
TOWN OF CROSSROADS & TOWN OF CROSSROADS ET AL, DENTON COUNTY, TEXAS

DRAINAGE CALCULATIONS

Job: DMC2201
SHEET
05

Prepared by Jason Moore, P.E. on 08/15/2022 at 11:46:22 AM
 Rock Creek Winery, LLC on 08/15/2022 at 11:46:22 AM
 Rock Creek Winery, LLC on 08/15/2022 at 11:46:22 AM
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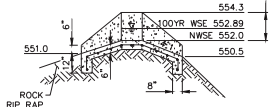
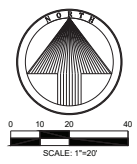


STONE FAMILY LIMITED
 PARTNERSHIP, NO. 1, LP
 DOC. NO: 2008-46855
 O.P.R.D.C.T.
 CROSS ROADS ETX

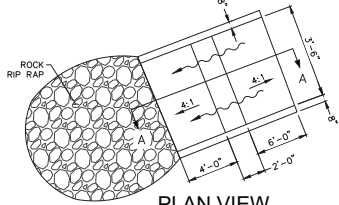
S 87°51'19" E 1,090.51'

LOT 1, BLOCK A
 250,174 SF
 5.743 Acres

DAVID A. MCKINNEY AND
 CYNTHIA MOZUR
 INST. NO. 2016-160291
 D.R.D.C.T.



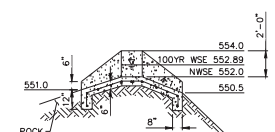
SECTION A-A



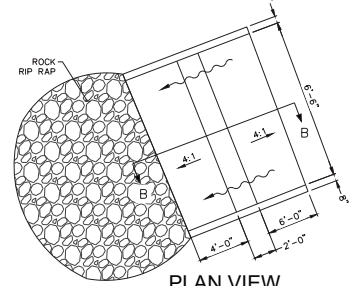
PLAN VIEW

WEIR A1 DETAIL
N.T.S.

NOTE: WEIR SHALL BE 3,500 PSI MINIMUM
 CONCRETE WITH #3 BARS @ 18" O.C.E.W.



SECTION B-B



PLAN VIEW

WEIR B1 DETAIL
N.T.S.

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Drawn by JSM
 Checked by LKA

DAVID MCKINNEY
 FINAL PLAT
ROCK CREEK WINERY
 TOWN OF CROSSROADS & TOWN OF CROSSROADS ETX, DENTON COUNTY, TEXAS

Job: DMC2201
SHEET
06

POND PLAN & DETAILS

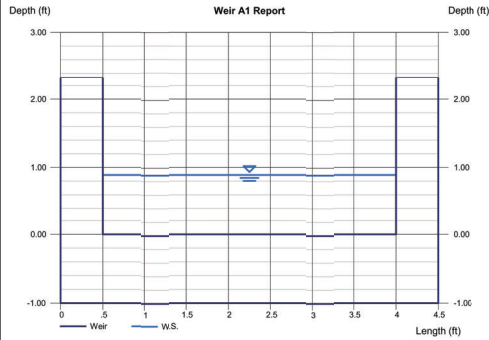
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 Plot Style Table: Allison.ctb

Weir Report

Hydroflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, Jul 22 2022

Weir A1 Report

Rectangular Weir		Highlighted	
Crest	= Broad	Depth (ft)	= 0.89
Bottom Length (ft)	= 3.50	Q (cfs)	= 7.640
Total Depth (ft)	= 2.33	Area (sqft)	= 3.11
		Velocity (ft/s)	= 2.45
		Top Width (ft)	= 3.50
Calculations			
Weir Coeff. Cw	= 2.60		
Compute by:	Known Q		
Known Q (cfs)	= 7.64		

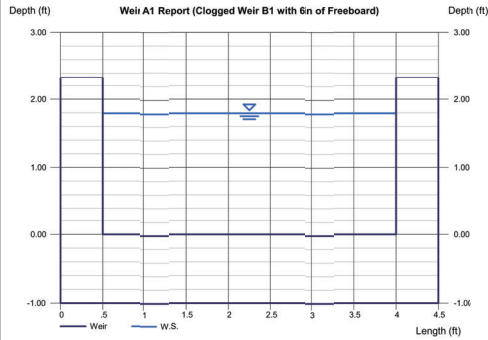


Weir Report

Hydroflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, Jul 22 2022

Weir A1 Report (Clogged Weir B1 with 6in of Freeboard)

Rectangular Weir		Highlighted	
Crest	= Broad	Depth (ft)	= 1.79
Bottom Length (ft)	= 3.50	Q (cfs)	= 21.83
Total Depth (ft)	= 2.33	Area (sqft)	= 6.27
		Velocity (ft/s)	= 3.48
		Top Width (ft)	= 3.50
Calculations			
Weir Coeff. Cw	= 2.60		
Compute by:	Known Q		
Known Q (cfs)	= 21.83		

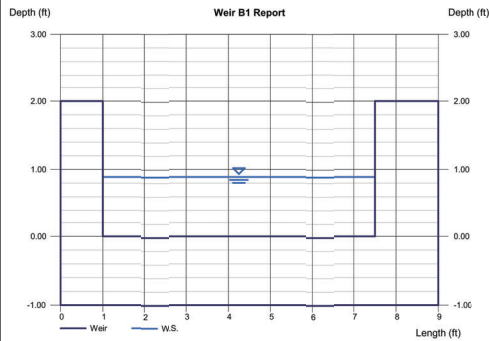


Weir Report

Hydroflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, Jul 22 2022

Weir B1 Report

Rectangular Weir		Highlighted	
Crest	= Broad	Depth (ft)	= 0.89
Bottom Length (ft)	= 6.50	Q (cfs)	= 14.19
Total Depth (ft)	= 2.00	Area (sqft)	= 5.78
		Velocity (ft/s)	= 2.45
		Top Width (ft)	= 6.50
Calculations			
Weir Coeff. Cw	= 2.60		
Compute by:	Known Q		
Known Q (cfs)	= 14.19		

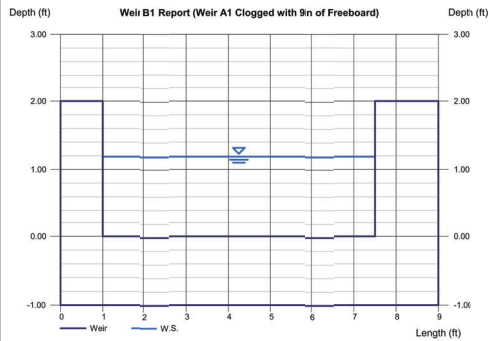


Weir Report

Hydroflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, Jul 22 2022

Weir B1 Report (Weir A1 Clogged with 9in of Freeboard)

Rectangular Weir		Highlighted	
Crest	= Broad	Depth (ft)	= 1.19
Bottom Length (ft)	= 6.50	Q (cfs)	= 21.83
Total Depth (ft)	= 2.00	Area (sqft)	= 7.71
		Velocity (ft/s)	= 2.83
		Top Width (ft)	= 6.50
Calculations			
Weir Coeff. Cw	= 2.60		
Compute by:	Known Q		
Known Q (cfs)	= 21.83		



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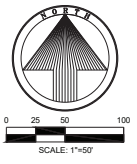
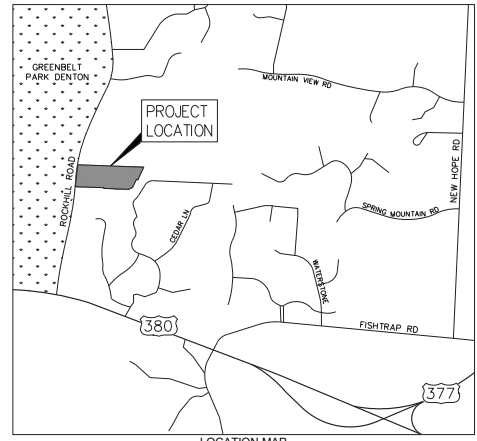
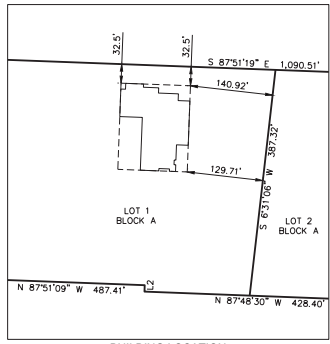
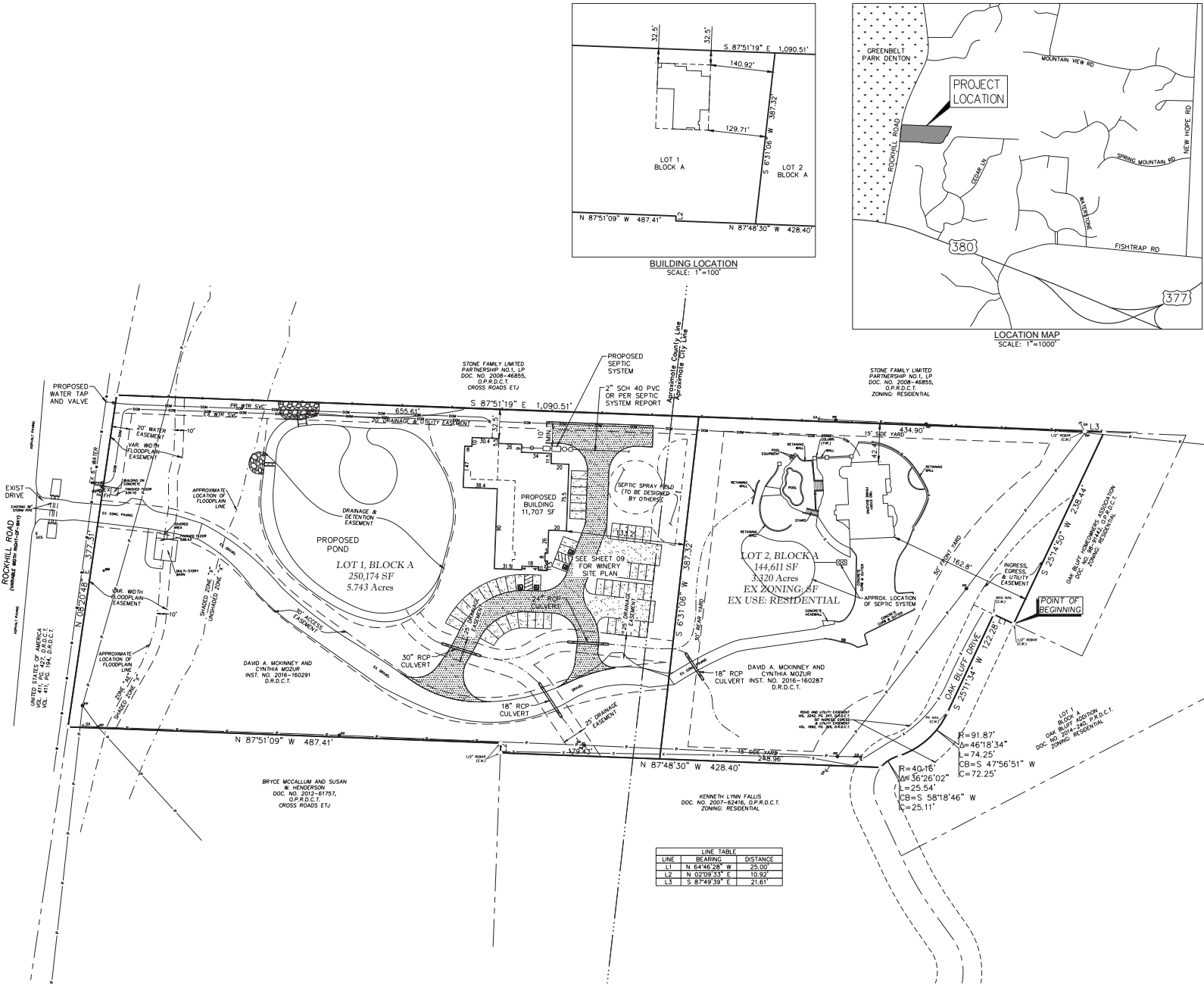


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Drawn by JSM
 Checked by LKA

DAVID MCKINNEY
 FINAL PLAT
ROCK CREEK WINERY
 TOWN OF CROSSROADS & TOWN OF CROSSROADS ET AL, DENTON COUNTY, TEXAS
 WEIR REPORTS AND CALCULATIONS

Printed by James Wynn on 08/15/2022 11:54:21 AM
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 Scale Date: Tuesday, July 19, 2022 5:03:00 PM



LINE	BEARING	DISTANCE
L1	N 64°46'28" W	25.00'
L2	N 02°02'53" E	19.92'
L3	S 87°49'59" E	21.61'

REV. 1
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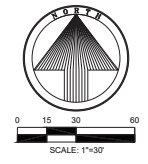
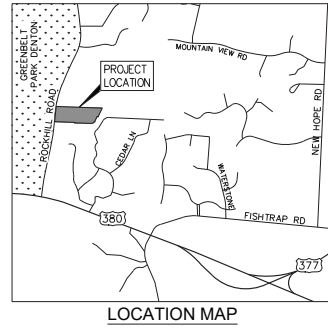
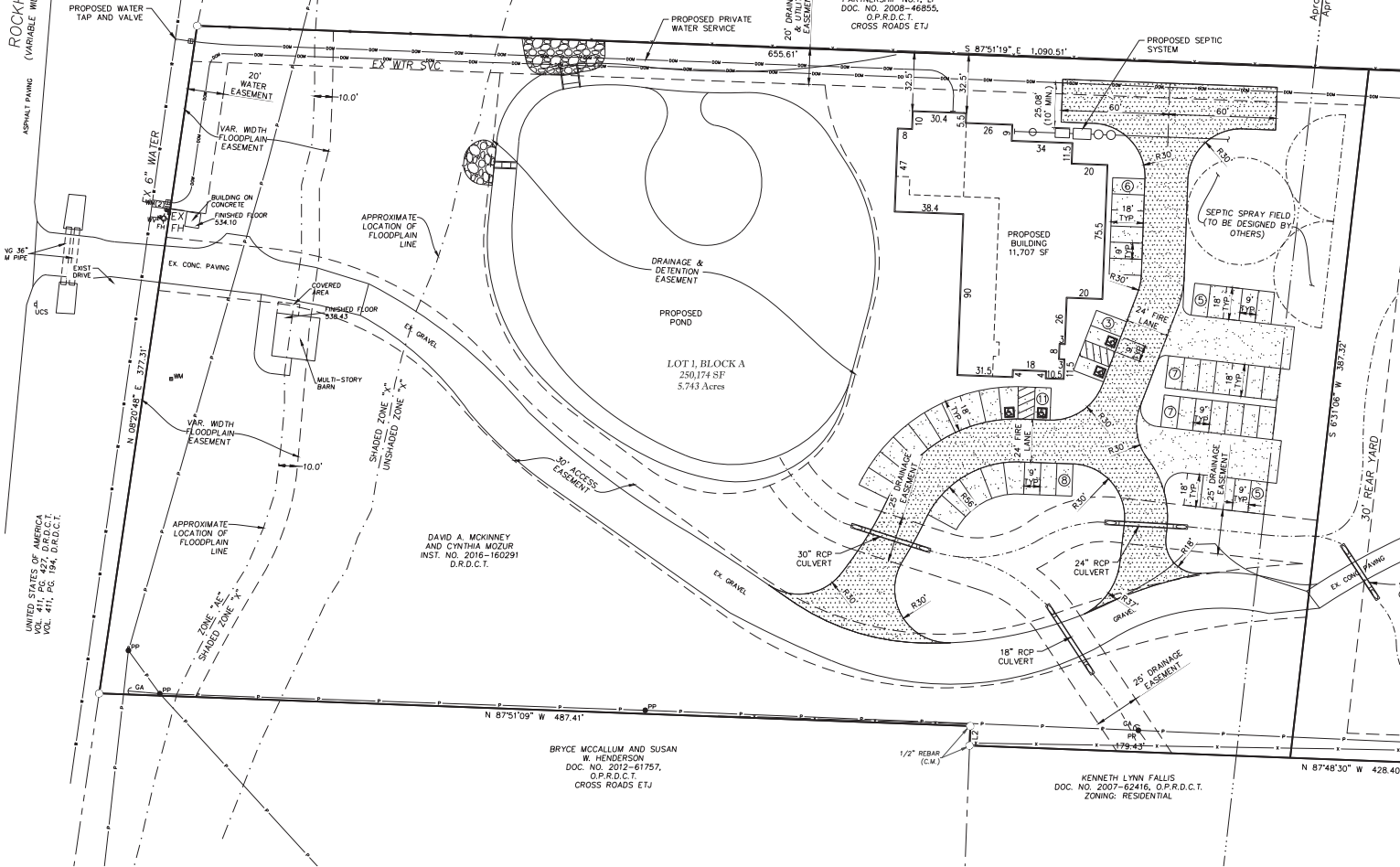
DAVID MCKINNEY
 FINAL PLAT
ROCK CREEK WINERY
 TOWN OF CROSSROADS & TOWN OF CROSSROADS ETJ, DENTON COUNTY, TEXAS
 SITE AND UTILITY PLAN

Job: DMC2201
 SHEET
08

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ROCKHILL ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)

UNITED STATES OF AMERICA
VOL. 411, PG. 184, D.R.C.C.T.



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ROCK CREEK WINERY
TOWN OF CROSSROADS & TOWN OF CROSSROADS ETJ, DENTON COUNTY, TEXAS

Job: DMC2201
SHEET
09

WINERY SITE PLAN



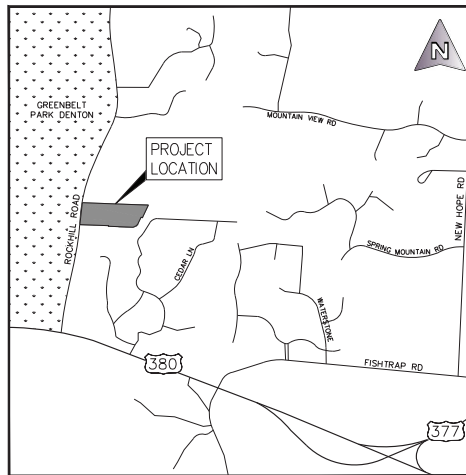
FINAL PLAT FOR ROCK CREEK WINERY TOWN OF CROSS ROADS & TOWN OF CROSS ROADS ETJ, DENTON COUNTY, TEXAS JUNE 2022

OWNER:
DAVE MCKINNEY &
CYNTHIA MOZUR
6025 ROCK HILL ROAD
AUBREY, TX 76227
CONTACT: DAVE MCKINNEY



ENGINEER:
ALLISON ENGINEERING GROUP, INC.
2415 N ELM ST
DENTON, TX 76201
940-380-9453
WWW.AE-GRP.COM
TBPE FIRM REG. # 7898
CONTACT: JASON P. FAIGLE, P.E.

SURVEYOR:
WINDROSE LAND SURVEYING
220 ELM ST, SUITE 200
LEWISVILLE, TX 75057
214-217-2544
CONTACT: GRAYSON CEBALLOS



VICINITY MAP
1" = 1000'

SHEET INDEX	
NO.	SHEET TITLE
00	COVER SHEET
01	FINAL PLAT
02	EXISTING DRAINAGE AND GRADING
03	PROPOSED DRAINAGE AND GRADING
04	CULVERT PLAN AND CALCULATIONS
05	DRAINAGE CALCULATIONS
06	SITE AND UTILITY PLAN

Address all drainage study comments provided May 18th. Plat approval will be contingent on approval of the drainage study

Provide construction plans per Town Ordinance - 10.05.002(a)(13)

All drainage study comments have been addressed

SUBMITTAL LOG

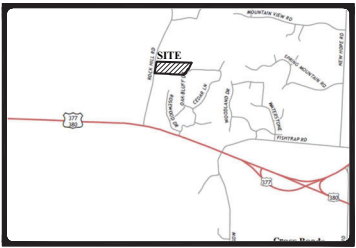
- 1. 06/06/2022 1ST REVIEW - NOT FOR CONSTRUCTION



3201 US HWY 380, STE 105 | CROSS ROADS, TX 76227 | (940) 365-9693

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VICINITY MAP
NOT TO SCALE



SURVEYOR'S NOTES:

- 1. Bearings and distances are based on Texas State Plane Coordinate System, Texas North Central Zone 4202 North American Datum of 1983 (NAD 83) (U.S. Foot) with a combined scale factor of 1/10005620.
- 2. This property lies within Zone "A" and Zone "XX" of the Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, map no. 48121C0385G, dated April 18, 2011, via scaled map location and graphic plotting.
- 3. Notice: Selling a portion of this addition by metes and bounds is a violation of City subdivision ordinance and state planning statutes and is subject to fines and withholding of utilities and building certificates.
- 4. The purpose of this plat is to create two lots out of one tract of land.

LEGEND OF ABBREVIATIONS

- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- ROW RIGHT OF WAY
- IRS 1/2 INCH CAPPED REBAR STAMPED "ASC" SET
- C.M. CONTROLLING MONUMENT

STATE OF TEXAS §

COUNTY OF DENTON §

This is to certify that I, Mark N. Peoples, a Registered Professional Land Surveyor of the State of Texas, have planned the subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR REPRODUCED AS A FINAL SURVEY DOCUMENT DATED 4/28/2022

Mark N. Peoples, R.P.L.S.
No. 6443

STATE OF TEXAS §

COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mark N. Peoples, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 20__.

Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS a 9.063 acre tract or parcel of land situated in the J. Williamson Survey, Abstract Number 1418, Denton County, Texas, and being all that same tract of land described by deed to David A. McKinney and Cynthia Mozur, recorded under Document Number 2016-16027, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEING: Situated at a concrete "Cops of Engineers" (C.O.E.) monument stamped "R-325-F" found for the northwest corner of the herein described tract, same point being the northwest corner of a tract of land described by deed to Stone Family Partnership No. 1, L.P., recorded under Document Number 2008-46855, O.P.R.D.C.T., and being in the east line of a tract of land described by deed to U.S.A. Corps of Engineers, recorded in Volume 411, Page 427, Deed Records, Denton County, Texas.

THENCE South 87 degrees 51 minutes 19 seconds East, with the south line of said Stone Family Partnership tract, a distance of 1090.51 feet to a 1/2 inch iron rod found for corner;

THENCE South 87 degrees 49 minutes 39 seconds East, continuing with said south line of Stone Family Partnership tract, a distance of 231.61 feet to a 1/2 inch iron rod found for corner being the northwest corner of a tract of land described by deed to Oak Bluff Homeowners Association, recorded under Document Number 98-91442, Deed Records, Denton County, Texas.

THENCE South 25 degrees 14 minutes 50 seconds West, with the westerly line of said Oak Bluff Homeowners tract, a distance of 230.44 feet to a 1/2 inch iron rod found for corner being a southerly line of Lot 1 of Oak Bluff Addition, an addition to the Town of Cross Roads, Denton County, Texas, according to the plat thereof recorded under Document Number 2014-240, Plat Records, Denton County, Texas, same point being the southwest corner of said Oak Bluff Homeowners tract.

THENCE South 42 degrees 46 minutes 28 seconds West, with a north line of said Lot 1, a distance of 25.00 feet to a "PK" Nail found in asphalt for corner being the most westerly northwest corner of said Lot 1;

THENCE South 25 degrees 11 minutes 34 seconds West, with a west line of said Lot 1, a distance of 122.28 feet to a "PK" Nail found in asphalt for corner being the beginning of a non-sequential curve to the right, having a radius of 91.37 feet.

THENCE with the west line of said Lot 1 and with said curve to the right, through a central angle of 46 degrees 18 minutes 34 seconds, whose chord bears South 47 degrees 56 minutes 51 seconds West at 72.25 feet, an arc length of 74.25 feet to a "PK" Nail found in asphalt for corner being the beginning of a non-sequential curve to the left, having a radius of 40.16 feet.

THENCE with the west line of said Lot 1 and with said curve to the left, through a central angle of 36 degrees 26 minutes 02 seconds, whose chord bears South 58 degrees 18 minutes 46 seconds West at 25.11 feet, an arc length of 25.34 feet to a "PK" Nail set in asphalt for corner being the northeast corner of a tract of land described by deed to ~~David A. McKinney and Cynthia Mozur~~ recorded under Document Number 2007-62416, O.P.R.D.C.T.

THENCE North 87 degrees 48 minutes 30 seconds West, with the north line of said Mozur tract, passing at 31.47 feet a 3/8 inch iron rod found for witness, continuing on for a total distance of 428.60 feet to a 1/2 inch iron rod found for corner being in the east line of said U.S.A. Corps of Engineers' tract, same point being the northeast corner of said McCallum tract, from which "PK" monument stamped "R-325-F" found bears South 08 degrees 20 minutes 48 seconds West at 143.56 feet;

THENCE North 02 degrees 09 minutes 33 seconds East, with the east line of said McCallum tract, a distance of 10.92 feet to a 5/8 inch iron rod found for corner being the northeast corner of said McCallum tract;

THENCE North 87 degrees 51 minutes 09 seconds West, with the north line of said McCallum tract, a distance of 487.41 feet to a 1/2 inch iron rod with yellow cap stamped "ARTHRITIS SLEEPING COMPART" set for corner being in the east line of said U.S.A. Corps of Engineers' tract, same point being the northeast corner of said McCallum tract, from which "PK" monument stamped "R-325-F" found bears South 08 degrees 20 minutes 48 seconds West at 143.56 feet;

THENCE North 08 degrees 20 minutes 48 seconds East, with the east line of said Corps of Engineers' tract, a distance of 377.31 feet to the POINT OF BEGINNING and containing 9.063 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT David A. McKinney and Cynthia Mozur ("Owner"), acting herein by and through its duly authorized officer, does hereby adopt this plat designating the herein described property as Lots 1 and 2, Block A of McKinney Addition, an addition to the Town of Cross Roads, Texas, and does hereby dedicate to the Town of Cross Roads:

(i) Easements for the purpose shown on this plat and for the mutual benefit, use and accommodation of all public utility entities including the Town of Cross Roads providing services to the addition created hereby and desiring to use or use the same.

No Buildings or structures shall be constructed or placed upon, or across the easements dedicated herein. The Town of Cross Roads and public utility entities shall have the right to remove and keep removed all or parts of any building or structures which may in any way endanger or interfere with their respective easements.

This plat approved subject to all planning ordinances, rules, regulations, and resolutions of the Town of Cross Roads, Texas.

Witness my Hand at _____, this _____ day of _____, 20__.

By: _____
David A. McKinney

By: _____
Cynthia Mozur

STATE OF TEXAS §

COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared David A. McKinney, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 20__.

Notary Public in and for the State of Texas

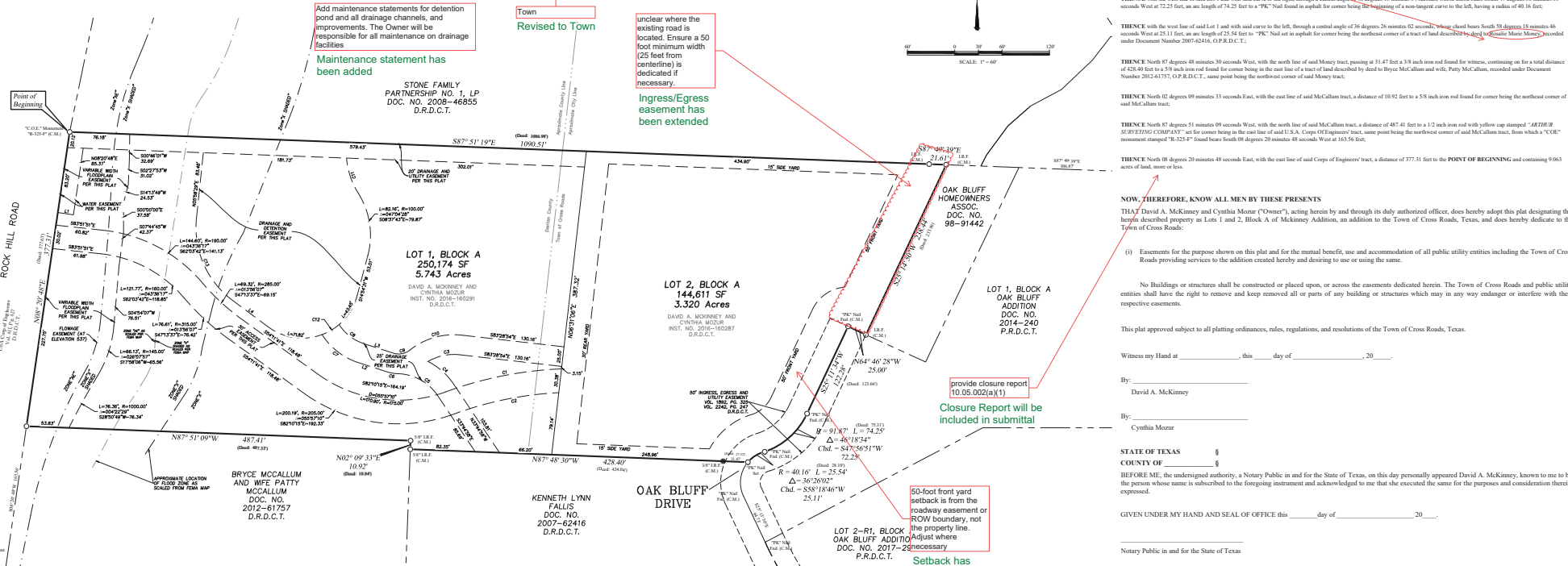
STATE OF TEXAS §

COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Cynthia Mozur, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 20__.

Notary Public in and for the State of Texas



Add maintenance statements for detention pond and all drainage channels, and improvements. The Owner will be responsible for all maintenance on drainage facilities.
Maintenance statement has been added

Town Revised to Town

Unclear where the existing road is located. Ensure a 50 foot minimum width (25 feet from centerline) is dedicated if Ingress/Egress easement has been extended

Closure Report will be included in submittal

50-foot front yard setback is from the roadway easement, not the property line. Adjust where necessary. Setback has been extended and revised

RECOMMENDATION FOR APPROVAL

Chairperson, Planning and Zoning Commission _____ Date _____
Approved for Construction: _____
Mayor, Town of Cross Roads _____ Date _____

The undersigned, the Town Secretary of the Town of Cross Roads, Texas hereby certifies that the foregoing Minor Plat of Lots 1 and 2, Block A, McKinney Addition, an addition to the Town of Cross Roads was submitted to the Town Council on _____ day of _____, 20__ and the Council by formal action, then and there accepted the dedication of streets, alleys, parks, easements public parks, and water and sewer lines, as shown set forth in and upon said plat and said Council further authorizes the Mayor to note the accepting thereof for construction by signing his/her name as herein above described.

Witness my hand this _____ day of _____, AD, 20__
Town Secretary, Town of Cross Roads _____ Date _____

Table with 4 columns: Curve #, Ave. Radius, Delta, Chord Bearing, Chord. It lists curve data for various segments of the plat.

Table with 4 columns: Line #, Distance, Bearing. It lists linear segment data for various parts of the plat.

ENGINEER
Alison Engineering Group
2415 N. Elm Street
Denton, Texas 76201
940-380-9453

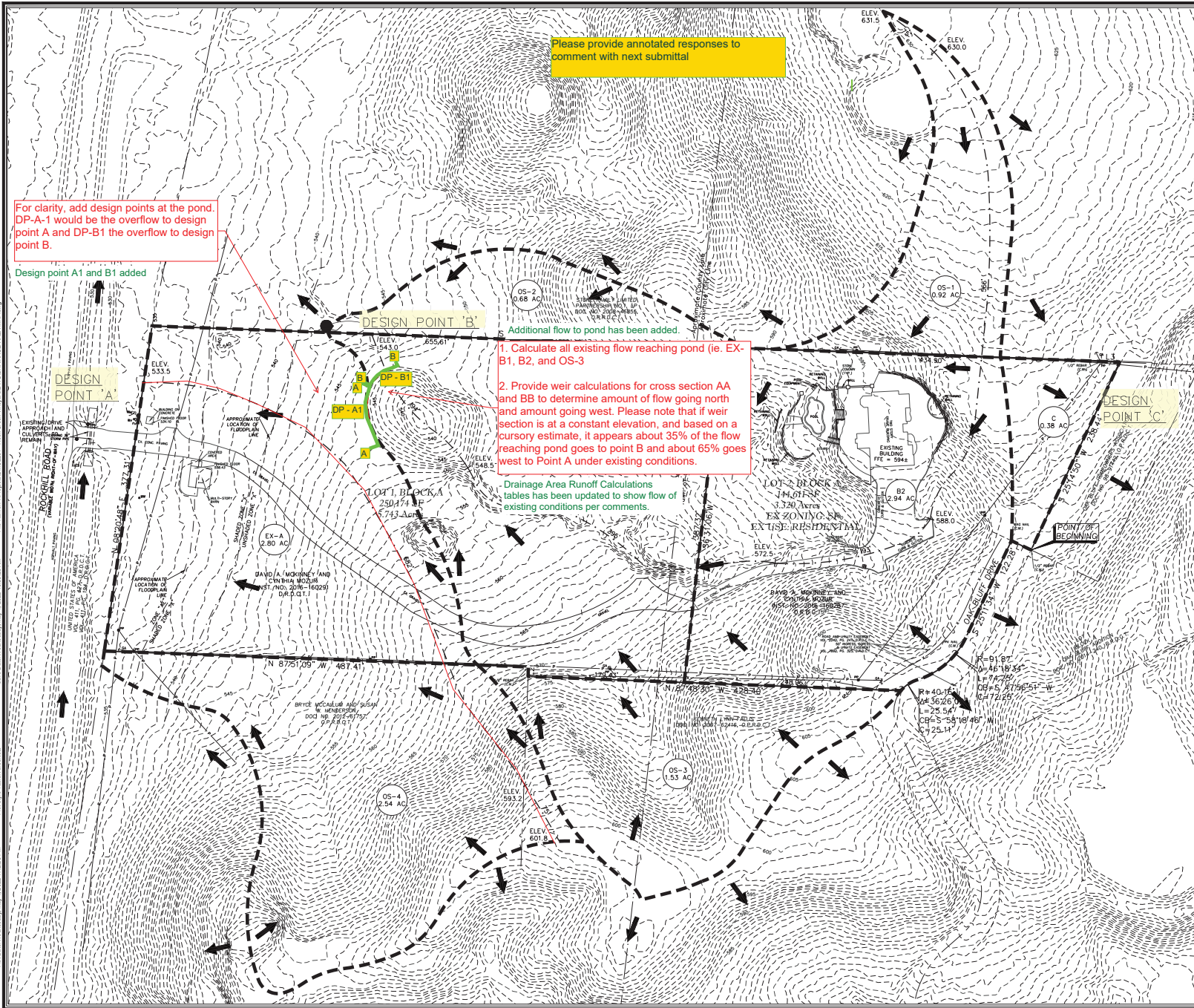
OWNER/DEVELOPER
David McKinney and
Cynthia Mozur
6025 Rock Hill Road
Aubrey, Texas 76227

WINDROSE
LAND SURVEYING & PLATTING
220 Elm Street, Suite 200 • Lewisville, TX 75057 • 214-217-2544
FIRM REGISTRATION NO. 10174331 | WINDROSESERVICES.COM



FINAL PLAT
MCKINNEY ADDITION
LOTS 1 AND 2, BLOCK A
Being 9.063 Acres out of the
J. Williamson Survey, Abstract No. 1418
Town of Cross Roads, Denton County, Texas

FOR DENTON COUNTY USE ONLY



LEGEND

- 500- EXISTING CONTOUR
- FLOW DIRECTION
- DRAINAGE AREA
- - - TIME OF CONCENTRATION
- - - PROPOSED SWALE
- - - PROPOSED RETAINING WALL
- AREA
- DRAINAGE AREA LABEL

DRAINAGE AREA MAP NOTES

C1 = 1.25 (FOR 100 YR RECURRENCE INTERVAL PER ISWM TABLE 1.4)

C = 0.30 UNLESS OTHERWISE NOTED (SEE WEIGHTED C TABLES)

1100 = (RAINFALL INTENSITIES PROVIDED FROM ISWM TABLE 5.3 DENTON COUNTY RAINFALL DATA
 TC 5 MIN: 11.23 IN/HR
 TC 10 MIN: 9.24 IN/HR)

A = DRAINAGE AREA (ACRES)
 $Q_{100} = C_1 C_2 I_{100} A$ (CFS)

REV. 1
REV. 2
REV. 3
REV. 4
REV. 5

345 N. EDWARDS STREET
 DENTON, TEXAS 76201
 Phone: 817.321.9933
 Fax: 817.321.9933
 Email: info@allisoneng.com

Texas Board of Professional Engineers
 Registration Number: 77998

Allison Engineering Group
 Planning Communities - Designing the Systems That Serve Them

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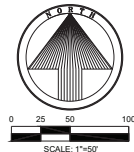
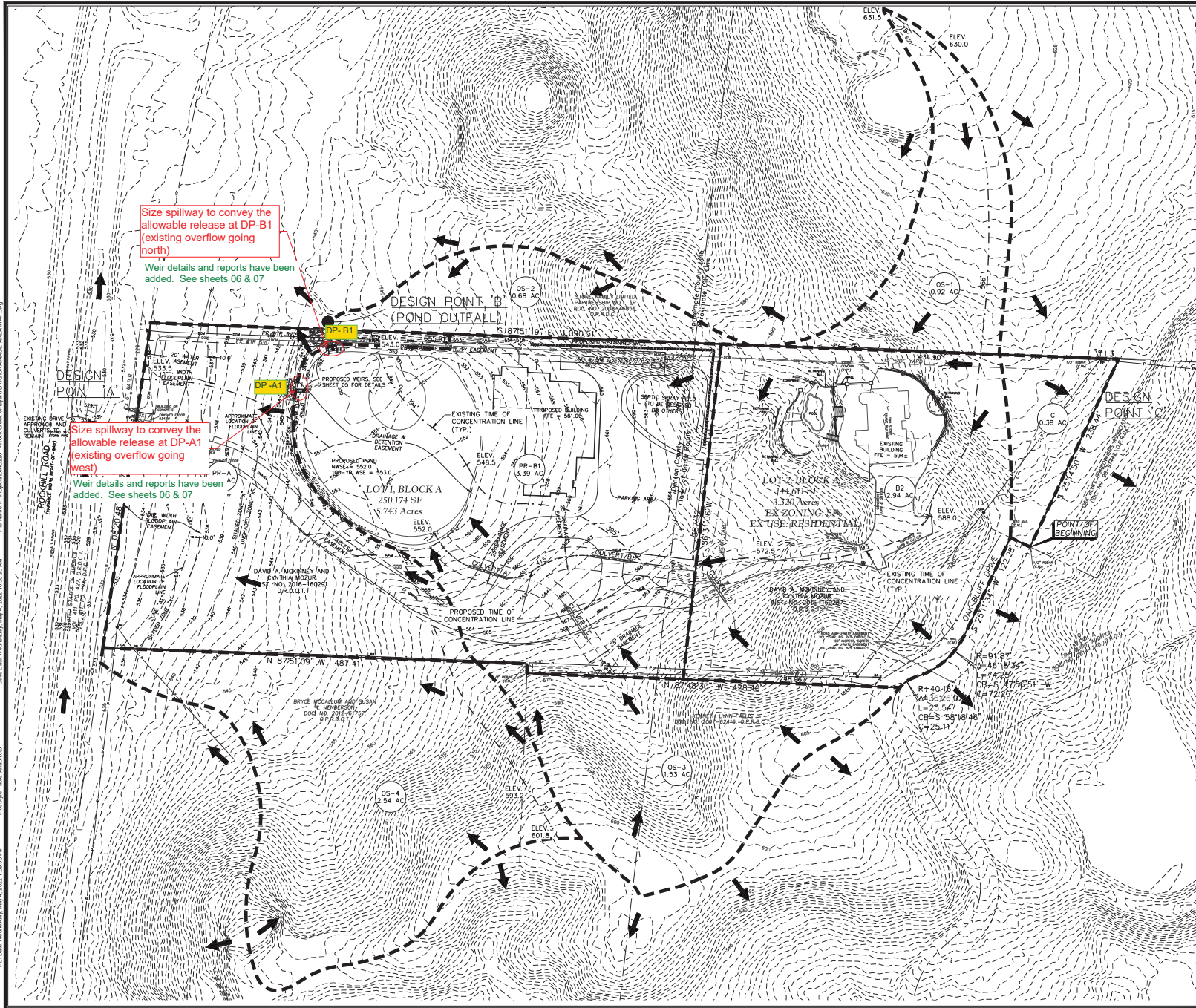
Drawn by: JSM
 Checked by: LKA

DAVID MCKINNEY
 PRELIMINARY PLAT
ROCK CREEK WINERY
 TOWN OF CROSSROADS & TOWN OF CROSSROADS ETU, DENTON COUNTY, TEXAS

PRELIMINARY EXISTING DRAINAGE AND GRADING

Job: DMC2201
 SHEET
02

Rock Creek Winery, May 4, 2022 10:30 AM
David McKinney, May 4, 2022 10:30 AM
Rock Creek Winery, May 4, 2022 10:30 AM
David McKinney, May 4, 2022 10:30 AM



- LEGEND**
- 500' --- EXISTING CONTOUR
 - FLOW DIRECTION
 - DRAINAGE AREA
 - TIME OF CONCENTRATION
 - PROPOSED SWALE
 - PROPOSED RETAINING WALL
 - 1 --- AREA --- 1.00 AC --- ACRES

DRAINAGE AREA MAP NOTES
CI = 1.25 (FOR 100 YR RECURRENCE INTERVAL PER ISWM TABLE 1.4)
C = 0.30 UNLESS OTHERWISE NOTED (SEE WEIGHTED C TABLES)
1100 = (RAINFALL INTENSITIES PROVIDED FROM ISWM TABLE 5.3 DENTON COUNTY RAINFALL DATA
TC 5 MIN: 11.23 IN/HR
TC 10 MIN: 9.24 IN/HR
A = DRAINAGE AREA (ACRES)
Q₁₀₀ = C_iC_wI₁₀₀A (CFS)

REV. 1	
REV. 2	
REV. 3	
REV. 4	
REV. 5	

345 N. EDWARDS STREET
DENTON, TEXAS 76201
Phone: 817.382.9933
www.allisoneng.com
Texas Board of Professional Engineers
Registration Number: 179918
info@ae-grp.com



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Drawn by JSM
Checked by LKA

DAVID MCKINNEY
PRELIMINARY PLAN
ROCK CREEK WINERY
TOWN OF CROSSROADS & TOWN OF CROSSROADS ET AL, DENTON COUNTY, TEXAS
PRELIMINARY PROPOSED DRAINAGE AND GRADING

Saved Date: Wednesday, May 4, 2022 1:40:39 PM
 File Name: P:\Projects\DMC2201 - Rock Creek Weir\DWG\CALC.DWG
 Plot Style Table: Allison.ctb
 Printed by: Jason Mckinney
 Plot Date: Wednesday, May 4, 2022 1:44:01 PM

EXISTING DESIGN POINT A				
Description	A	B	C	Totals
Sheet Flow				
Manning's n-value	= 0.150	0.011	0.011	
Flow length (ft)	= 75.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 2.20	0.00	0.00	
Land slope (%)	= 11.47	0.00	0.00	
Travel Time (min)	= 4.67	+ 0.00	+ 0.00	= 4.67
Shallow Concentrated Flow				
Flow length (ft)	= 628.00	0.00	0.00	
Watercourse slope (%)	= 8.75	0.00	0.00	
Surface description	= Unpaved	Paved	Paved	
Average velocity (ft/s)	= 4.77	0.00	0.00	
Travel Time (min)	= 2.19	+ 0.00	+ 0.00	= 2.19
Channel Flow				
X sectional flow area (sqft)	= 0.00	0.00	0.00	
Wetted perimeter (ft)	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.015	0.015	0.015	
Velocity (ft/s)	= 0.00	0.00	0.00	
Flow length (ft)	((0))0.0	0.0	0.0	
Travel Time (min)	= 0.00	+ 0.00	+ 0.00	= 0.00
Total Travel Time, Tc				6.86 min

MINIMUM 15 MINUTE TIME OF CONCENTRATION USED IN CALCULATIONS, PER TABLE IV-1-2 OF DENTON COUNTY SUBDIVISION RULES AND REGULATIONS

EXISTING DESIGN POINT B				
Description	A	B	C	Totals
Sheet Flow				
Manning's n-value	= 0.150	0.011	0.011	
Flow length (ft)	= 75.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 2.20	0.00	0.00	
Land slope (%)	= 2.00	0.00	0.00	
Travel Time (min)	= 9.39	+ 0.00	+ 0.00	= 9.39
Shallow Concentrated Flow				
Flow length (ft)	= 961.00	193.00	194.00	
Watercourse slope (%)	= 7.02	6.51	2.84	
Surface description	= Unpaved	Paved	Unpaved	
Average velocity (ft/s)	= 4.27	5.19	2.72	
Travel Time (min)	= 3.75	+ 0.62	+ 1.19	= 5.56
Channel Flow				
X sectional flow area (sqft)	= 3.70	0.00	0.00	
Wetted perimeter (ft)	= 8.60	0.00	0.00	
Channel slope (%)	= 6.08	0.00	0.00	
Manning's n-value	= 0.020	0.015	0.015	
Velocity (ft/s)	= 10.52	0.00	0.00	
Flow length (ft)	((0))395.0	0.0	0.0	
Travel Time (min)	= 0.63	+ 0.00	+ 0.00	= 0.63
Total Travel Time, Tc				15.57 min

ROUNDED UP TO 16 MINUTES

PROPOSED DESIGN POINT B				
Description	A	B	C	Totals
Sheet Flow				
Manning's n-value	= 0.150	0.011	0.011	
Flow length (ft)	= 75.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 2.20	0.00	0.00	
Land slope (%)	= 2.80	0.00	0.00	
Travel Time (min)	= 9.39	+ 0.00	+ 0.00	= 9.39
Shallow Concentrated Flow				
Flow length (ft)	= 566.00	193.00	0.00	
Watercourse slope (%)	= 7.95	6.51	0.00	
Surface description	= Unpaved	Paved	Unpaved	
Average velocity (ft/s)	= 4.55	5.19	0.00	
Travel Time (min)	= 2.07	+ 0.62	+ 0.00	= 2.69
Channel Flow				
X sectional flow area (sqft)	= 3.70	0.00	0.00	
Wetted perimeter (ft)	= 8.50	0.00	0.00	
Channel slope (%)	= 4.94	0.00	0.00	
Manning's n-value	= 0.020	0.015	0.015	
Velocity (ft/s)	= 9.48	0.00	0.00	
Flow length (ft)	((0))415.0	0.0	0.0	
Travel Time (min)	= 0.73	+ 0.00	+ 0.00	= 0.73
Total Travel Time, Tc				12.81 min

MINIMUM 10 MINUTE TIME OF CONCENTRATION USED IN CALCULATIONS, PER TABLE IV-1-2 OF DENTON COUNTY SUBDIVISION RULES AND REGULATIONS

DRAINAGE AREA RUNOFF CALCULATIONS

Areas updated

1. Areas reaching existing pond are EX-B1, OS-3, and OS-1 not just B1.
2. Please calculate all flow reaching existing pond and calculate the amount of flow that overflows to the north and the amount that flows to the west. Additional flow to pond has been added

Design Point	Existing Conditions																		FREQ Factor "T"	Runoff Coeff. "C"	Intensity I (in./hr.)	Q 100 (c.f.s.)	Comments			
	Drainage Area No.	Area (Ac.)	"C"	Time of Conc. (min.)	Runoff Coeff. "C"	Intensity I (in./hr.)	Q 2 (c.f.s.)	5 Yr Runoff Coeff. "C"	Intensity I (in./hr.)	Q 5 (c.f.s.)	25 Yr Runoff Coeff. "C"	Intensity I (in./hr.)	Q 25 (c.f.s.)	25 Yr Runoff Coeff. "C"	Intensity I (in./hr.)	Q 25 (c.f.s.)	25 Yr Runoff Coeff. "C"	Intensity I (in./hr.)						Q 25 (c.f.s.)		
A	A	2.80	0.37	15	0.36	3.90	3.93	0.37	4.85	5.03	0.37	5.50	5.70	0.37	6.41	6.65	0.37	7.14	7.40	1.00	0.37	7.91	8.20	19.82	Site Area to Rockhill ROW	
	OS-1	1.91	0.38	16	0.38	3.77	2.74	0.38	4.70	3.41	0.38	5.34	3.88	0.38	6.23	4.52	0.38	6.95	5.05	1.00	0.38	7.70	5.99	19.82	35% of Area (Lot 1) to Ex Pond to ROW	
	OS-4	2.54	0.30	15	0.30	3.90	2.97	0.30	4.85	3.69	0.30	5.50	4.19	0.30	6.41	4.88	0.30	7.14	5.44	1.00	0.30	7.91	6.02	19.82	Offsite Area - Sheet flow from South to Rockhill ROW	
			7.25					9.64					12.13											17.89	19.82	Total Area to Rockhill ROW
B	B-1	1.03	0.38	16	0.38	3.77	1.47	0.38	4.70	1.84	0.38	5.34	2.09	0.38	6.23	2.44	0.38	6.95	2.72	1.00	0.38	7.70	3.01	19.82	35% of Area (Lot 1) to Ex Pond to North Prop Line	
	B-2	2.94	0.40	16	0.40	3.77	4.43	0.40	4.70	5.53	0.40	5.34	6.28	0.40	6.23	7.33	0.40	6.95	8.18	1.00	0.40	7.70	9.06	19.82	Site Area (Lot 2) to Ex Pond	
	OS-1	0.89	0.30	16	0.30	3.77	1.01	0.30	4.70	1.26	0.30	5.34	1.43	0.30	6.23	1.67	0.30	6.95	1.89	1.00	0.30	7.70	2.07	19.82	Offsite Area - Sheet flow from North to Ex Pond	
	OS-2	0.68	0.30	16	0.30	3.77	0.77	0.30	4.70	0.99	0.30	5.34	1.09	0.30	6.23	1.28	0.30	6.95	1.42	1.00	0.30	7.70	1.58	19.82	Offsite Area - Sheet flow from North Converges with Pond Outfall	
OS-3	1.53	0.30	16	0.30	3.77	1.73	0.30	4.70	2.15	0.30	5.34	2.44	0.30	6.23	2.85	0.30	6.95	3.16	1.00	0.30	7.70	3.52	19.82	Offsite Area - Sheet flow from South to Ex Pond		
		7.07					9.42					11.74												17.36	19.82	Total Area to Design Point B
C	C	0.38	0.30	15	0.30	3.90	0.44	0.30	4.85	0.55	0.30	5.50	0.63	0.33	6.41	0.80	0.30	7.14	0.81	1.00	0.30	7.91	0.90	19.82	Area/Flow to East Property	

Update total flow reaching DP-A and DP-B after corrections/calculations of existing overflow

Design points A1 & B1 have been added and total flow to pond updated

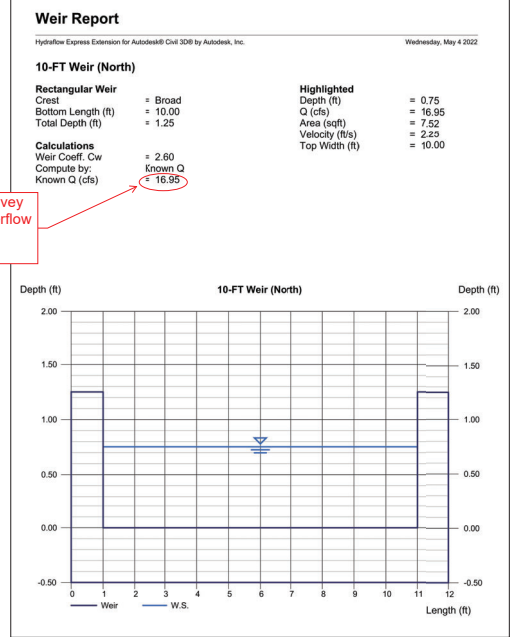
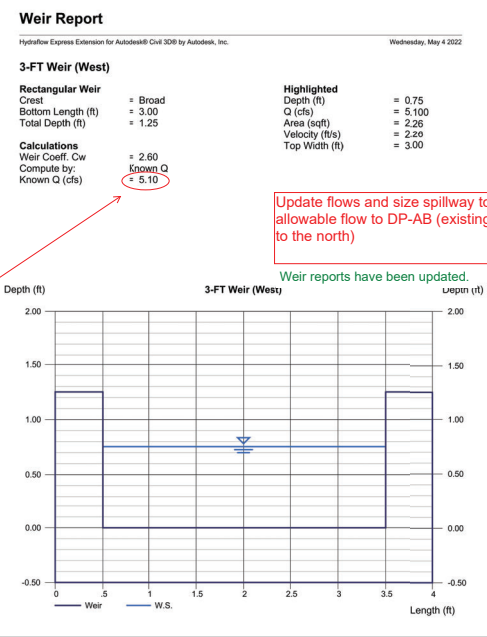
Existing Conditions

Add total flow reaching pond and add design points DP-A1 and DP-B1

Total flow reaching pond and design points A1 and B1 have been added

Design Point	Runoff Comparison Summary					
	Existing Q100	Developed Q100	Max Pond Release Q100	Actual Proposed Q100	Net Change	
Flow to Rockhill ROW (West)	A	19.82	14.05	5.07	19.12	No Increase
Flow to Northern Property	B	19.24	37.06	16.89	18.51	No Increase
Flow to Eastern Property	C	0.90	0.90	0.00	0.90	No Increase

* Note: Proposed Pond will detain increased runoff and limit release to pre-developed flow rate. Pond to be designed at time of Final Plat / Civil Engineering Construction Plans. See preliminary detention volume calculation on sheet O4, this set.



Weir reports have been updated.

Update flows and size spillway to convey allowable flow to DP-A1 (existing overflow to the west)

Update flows and size spillway to convey allowable flow to DP-AB (existing overflow to the north)

Weir reports have been updated.

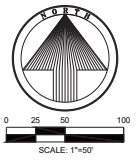


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Drawn by: JSM
Checked by: LKA

DAVID MCKINNEY
 PRELIMINARY PLAT
 ROCK CREEK WINERY
 TOWN OF CROSSROADS & TOWN OF CROSSROADS ET AL, DENTON COUNTY, TEXAS
 DRAINAGE CALCULATIONS

Approved by Jason Moore, P.E., 10/15/2022 4:43:17 AM
 File Name: P:\Projects\DMC2201 - Rock Creek Winery\DWG\SITE PLAN.dwg
 Date Plotted: Monday, June 6, 2022 2:29:47 AM
 Plot Style Table: Allison.ctb



REV. 1
REV. 2
REV. 3
REV. 4
REV. 5

2415 N. EDWARDS STREET
 DENTON, TEXAS 76201
 Phone: 817.382.7925
 Fax: 817.382.7925
 Texas Board of Professional Engineers
 Registration Number: 774836
 info@ae-grp.com

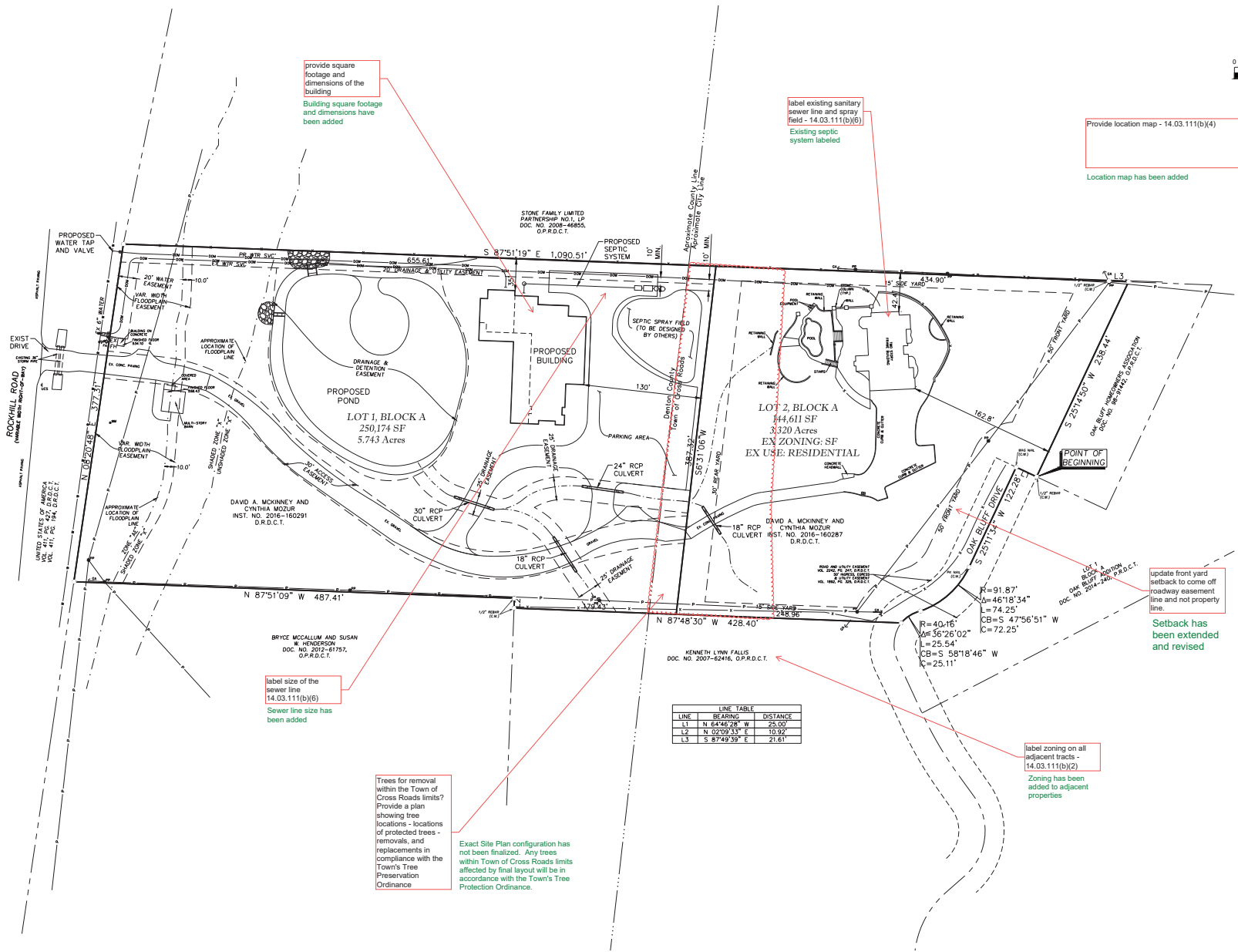


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Drawn by JSM
 Checked by LKA

DAVID MCKINNEY
 FINAL PLAT
ROCK CREEK WINERY
 TOWN OF CROSSROADS & TOWN OF CROSSROADS ETU, DENTON COUNTY, TEXAS
 SITE AND UTILITY PLAN

Job: DMC2201
 SHEET
06



provide square footage and dimensions of the building
 Building square footage and dimensions have been added

label existing sanitary sewer line and spray field - 14.03.111(b)(6)
 Existing septic system labeled

Provide location map - 14.03.111(b)(4)
 Location map has been added

label size of the sewer line
 14.03.111(b)(6)
 Sewer line size has been added

update front yard setback to come off roadway easement line and not property line.
 Setback has been extended and revised

label zoning on all adjacent tracts - 14.03.111(b)(2)
 Zoning has been added to adjacent properties

Trees for removal within the Town of Cross Roads limits? Provide a plan showing tree locations - locations of protected trees - removals, and replacements in compliance with the Town's Tree Preservation Ordinance.

Exact Site Plan configuration has not been finalized. Any trees within Town of Cross Roads limits affected by final layout will be in accordance with the Town's Tree Protection Ordinance.

TOWN OF CROSS ROADS
PLATTING APPLICATION



DATE: JUNE 6, 2022

APPLICATION # 2022-0600-03FPLAT

PROJECT: Rock Creek Winery

Completed applications will be considered received on the due date specified on the yearly Submission Schedule.
PLEASE VERIFY MEETING DATES.

TYPE OF PLAT

Preliminary _____ Replat _____
 Final _____ Administrative/Amending _____

PLEASE SPECIFY THE PRIMARY CONTACT

Land Owner Name Dave McKinney Signature Cynthia Mozur
Cynthia Mozur

Applicant Name Jason Monk Signature Jason Monk

Project Contact Mailing Address 6025 Rock Hill Road, Aubrey, TX 76227

Project Contact Phone 940-380-9453 Email jmonk@ae-grp.com

Proposed Project Name Rock Creek Winery Location 6025 Rock Hill Road, Aubrey, TX 76227

Lot/Block Block A, Lots 1 & 2 Abstract J. Williamson Survey, Abstract No. 1418

DCAD ID 191209 & 112987

Number of Lots Created 2

REQUIRED SUBMISSION DOCUMENTS

Fee _____ Legal Description _____
 Location Map _____ Drawings (1 full, 2 half) _____

Site Plan (Commercial) _____ Electronic copy of application _____
 Electronic copy of drawings _____
 OTHER (Specify) _____

APPLICATION EXPLANATION

Explanation and Description of Request or Project

Owner is applying for a final plat for the McKinney Addition, Lots 1 & 2, Block A to plat a previously un-platted tract of land totaling 9.063 acres generally located at 6025 Rock Hill Rd. to create 2 lots. Lot 1 being a a proposed Winery/Event Center use located almost entirely in the Crossroads ETJ and Lot 2 containing an existing residential home located entirely within Town limits. Preliminary Plat for this site was approved by the Town Council on April 18, 2022.

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



COUNCIL AGENDA BRIEFING SHEET

Meeting Date:

August 15, 2022

Agenda Item:

Consider approval of a resolution declaring Atmos Energy Corp., Mid-Tex Division rates to be unreasonable, adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates from the negotiated settlement to be just and reasonable and in the public interest.

Prepared by:

Kristi Gilbert, Town Administrator

Description:

Atmos Energy Corporation, Mid-Tex Division ("Atmos") filed a rate request on or about April 1, 2022 claiming that its cost-of-service entitled them to additional system-wide revenues of \$141.3 million. The Atmos Cities Steering Committee (ACSC), of which the Town is a member, negotiated the rates and has recommend a settlement of \$115 million with an effective date of October 1, 2022. The impact of the settlement on average residential rates is an increase of \$4.60 on a monthly basis, or 6.7 percent.

Attached is detailed information on the process provided by representatives of the ACSC.

Recommended Action:

Approval of the resolution will serve settlement of the rate increase.

Attachments:

Proposed Resolution

Model Staff Report

Bill and Pension Data

July 28, 2022

MODEL STAFF REPORT FOR RESOLUTION OR ORDINANCE

BACKGROUND AND SUMMARY

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2022, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2021, entitled it to additional system-wide revenues of \$141.3 million.

Application of the standards set forth in ACSC’s RRM Tariff reduces the Company’s request to \$115 million, \$83.26 million of which would be applicable to ACSC members. ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$95.8 million instead of the claimed \$141.3 million.

The Executive Committee recommends a settlement at \$115 million. The Effective Date for new rates is October 1, 2022. ACSC members should take action approving the Resolution/Ordinance before September 30, 2022.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance will generate \$115 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$4.60 on a monthly basis, or 6.7 percent. The increase for average commercial usage will be \$14.34 or 4.3 percent. Atmos provided bill impact comparisons containing this figures.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When

new rates become effective on October 1, 2022, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	<u>Average Bill</u>	<u>Compared to RRM Cities</u>
RRM Cities:	\$73.22	-
DARR:	\$71.96	(\$1.26)
ATM Cities:	\$78.72	\$5.50
Environs:	\$78.53	\$5.31

Note: DARR rate is as-filed 1/22/22. Also note that DARR uses a test year ending in September rather than December.

EXPLANATION OF “BE IT RESOLVED” PARAGRAPHS:

1. This section approves all findings in the Resolution/Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks like the explosion in North Dallas or the evacuation in Georgetown.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$115 million from ACSC Cities.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.

8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution/Ordinance. This section further directs that the remaining provisions of the Resolution/Ordinance are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Resolution/Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$141.3 million in additional system-wide revenues, the RRM settlement at \$115 million for ACSC Cities reflects substantial savings to ACSC Cities. Settlement at \$115 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before September 30, 2022. New rates become effective October 1, 2022.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CROSS ROADS, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2022 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the Town of Cross Roads, Texas (“Town”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the Town is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

RESOLUTION NO. _____

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the Town in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2022, Atmos Mid-Tex filed its 2022 RRM rate request with ACSC Cities based on a test year ending December 31, 2021; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2022 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$115 million on a system-wide basis with an Effective Date of October 1, 2022; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

RESOLUTION NO. _____

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the Town Council finds that the settled amount of an increase in revenues of \$115 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2022 RRM filing, is in the public interest, and is consistent with the Town's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$115 on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2022 RRM filing.

RESOLUTION NO. _____

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the Town Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2022.

Section 11. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

RESOLUTION NO. _____

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF CROSS ROADS, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 15TH DAY OF AUGUST, 2022.

Mayor

ATTEST:

Town Secretary

APPROVED AS TO FORM:

Town Attorney

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 21.55 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 21.60 per month
Commodity Charge – All <u>Ccf</u>	\$0.36223 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.
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**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 63.50 per month
Rider CEE Surcharge	(\$ 0.01) per month ¹
Total Customer Charge	\$ 63.49 per month
Commodity Charge – All Ccf	\$ 0.14137 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.
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**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4939 per MMBtu
Next 3,500 MMBtu	\$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0776 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailement Overpull Fee

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4939 per MMBtu
Next 3,500 MMBtu	\$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0776 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer’s deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled “Daily Price Survey.”

Replacement Index

In the event the “midpoint” or “common” price for the Katy point listed in *Platts Gas Daily* in the table entitled “Daily Price Survey” is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company’s Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.58	0.1422	88.85	0.6666
Austin	9.90	0.1372	233.56	0.7819
Dallas	14.17	0.1938	186.38	0.9394
Waco	10.07	0.1308	140.10	0.7170
Wichita Falls	11.43	0.1398	131.57	0.5610

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

**ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2021**

Line No.						<u>Current</u>	<u>Proposed</u>	<u>Change</u>
1	Rate R @ 43.8 Ccf							
2	Customer charge				\$ 20.85			
3	Consumption charge	43.8	CCF	X \$ 0.27979 =	12.25			
4	Rider GCR Part A	43.8	CCF	X \$ 0.35744 =	15.66			
5	Rider GCR Part B	43.8	CCF	X \$ 0.35918 =	15.73			
6	Subtotal				\$ 64.49			
7	Rider FF & Rider TAX	\$ 64.49		X 0.06408 =	4.13			
8	Total				<u>\$ 68.62</u>			
9								
10	Customer charge					\$ 21.55		
11	Consumption charge	43.8	CCF	X \$ 0.36223 =		15.87		
12	Rider GCR Part A	43.8	CCF	X \$ 0.35744 =		15.66		
13	Rider GCR Part B	43.8	CCF	X \$ 0.35918 =		15.73		
14	Subtotal					\$ 68.81		
15	Rider FF & Rider TAX	\$ 68.81		X 0.06408 =		4.41		
16	Total					<u>\$ 73.22</u>	\$ 4.60	
17								
18								
19	Rate C @ 345.7 Ccf							
20	Customer charge				\$ 56.50			
21	Consumption charge	345.7	CCF	X \$ 0.12263 =	42.39			
22	Rider GCR Part A	345.7	CCF	X \$ 0.35744 =	123.56			
23	Rider GCR Part B	345.7	CCF	X \$ 0.26532 =	91.71			
24	Subtotal				\$ 314.16			
25	Rider FF & Rider TAX	\$ 314.16		X 0.06408 =	20.13			
26	Total				<u>\$ 334.29</u>			
27								
28	Customer charge					\$ 63.50		
29	Consumption charge	345.7	CCF	X \$ 0.14137 =		48.87		
30	Rider GCR Part A	345.7	CCF	X \$ 0.35744 =		123.56		
31	Rider GCR Part B	345.7	CCF	X \$ 0.26532 =		91.71		
32	Subtotal					\$ 327.64		
33	Rider FF & Rider TAX	\$ 327.64		X 0.06408 =		20.99		
34	Total					<u>\$ 348.63</u>	\$ 14.34	
35								

**ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2021**

Line No.						Current	Proposed	Change
36	Rate I @ 4278 MMBTU							
37	Customer charge				\$ 1,054.75			
38	Consumption charge	1,500	MMBTU	X \$ 0.4330 =	649.50			
39	Consumption charge	2,778	MMBTU	X \$ 0.3171 =	880.80			
40	Consumption charge	0	MMBTU	X \$ 0.0680 =	-			
41	Rider GCR Part A	4,278	MMBTU	X \$ 3.4906 =	14,931.86			
42	Rider GCR Part B	4,278	MMBTU	X \$ 0.5485 =	2,346.33			
43	Subtotal				\$ 19,863.24			
44	Rider FF & Rider TAX		\$ 19,863.24	X 0.06408 =	1,272.82			
45	Total				<u>\$ 21,136.06</u>			
46								
47	Customer charge					\$ 1,204.50		
48	Consumption charge	1,500	MMBTU	X \$ 0.4939 =		740.85		
49	Consumption charge	2,778	MMBTU	X \$ 0.3617 =		1,004.69		
50	Consumption charge	0	MMBTU	X \$ 0.0776 =		-		
51	Rider GCR Part A	4,278	MMBTU	X \$ 3.4906 =		14,931.86		
52	Rider GCR Part B	4,278	MMBTU	X \$ 0.5485 =		2,346.33		
53	Subtotal					\$ 20,228.23		
54	Rider FF & Rider TAX		\$ 20,228.23	X 0.06408 =		1,296.21		
55	Total					<u>\$ 21,524.44</u>	\$ 388.38	
56							1.84%	
57	Rate T @ 4278 MMBTU							
58	Customer charge				\$ 1,054.75			
59	Consumption charge	1,500	MMBTU	X \$ 0.4330 =	649.50			
60	Consumption charge	2,778	MMBTU	X \$ 0.3171 =	880.80			
61	Consumption charge	0	MMBTU	X \$ 0.0680 =	-			
62	Rider GCR Part B	4,278	MMBTU	X \$ 0.5485 =	2,346.33			
63	Subtotal				\$ 4,931.38			
64	Rider FF & Rider TAX		\$ 4,931.38	X 0.06408 =	316.00			
65	Total				<u>\$ 5,247.38</u>			
66								
67	Customer charge					\$ 1,204.50		
68	Consumption charge	1,500	MMBTU	X \$ 0.4939 =		740.85		
69	Consumption charge	2,778	MMBTU	X \$ 0.3617 =		1,004.69		
70	Consumption charge	0	MMBTU	X \$ 0.0776 =		-		
71	Rider GCR Part B	4,278	MMBTU	X \$ 0.5485 =		2,346.33		
72	Subtotal					\$ 5,296.37		
73	Rider FF & Rider TAX		\$ 5,296.37	X 0.06408 =		339.39		
74	Total					<u>\$ 5,635.76</u>	\$ 388.38	
75							7.40%	

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2021**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2022 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 1,715,323	\$ 982,708	\$ 3,137,022	\$ 313,319	\$ (341,412)	
2	Allocation to Mid-Tex	44.72%	44.72%	76.88%	100.00%	76.88%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 767,038	\$ 439,436	\$ 2,411,882	\$ 313,319	\$ (262,493)	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	\$ 767,038	\$ 439,436	\$ 2,411,882	\$ 313,319	\$ (262,493)	\$ 3,669,182
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	79.88%	79.88%	38.60%	11.00%	38.60%	
11							
12							
13	Total Pension Account Plan	\$ 612,700		\$ 931,100			\$ 1,543,800
14	Total Post-Employment Benefit Plan		\$ 351,016			\$ (101,335)	249,681
15	Total Supplemental Executive Benefit Plan				\$ 34,465		34,465
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 612,700	\$ 351,016	\$ 931,100	\$ 34,465	\$ (101,335)	\$ 1,827,946

17
18 Notes:

- 19 1. Studies not applicable to Mid-Tex or Shared Services are omitted.
- 20 2. Mid-Tex is proposing that the Fiscal Year 2022 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount.
- 21 3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.



COUNCIL AGENDA BRIEFING SHEET

Meeting Date:

August 15, 2022

Agenda Item:

Consider a resolution declaring a 2014 Chevrolet Tahoe and a 2016 Chevrolet Tahoe as surplus property and authorizing the disposal through an auction.

Prepared by:

Shaun Short, Police Chief

Description:

The department has two vehicles ready to be actioned. Both vehicles were received as part of the dissolution of the NEPD. The 2016 Tahoe is a marked vehicle and has had mechanical issues. The 2014 Tahoe is an unmarked vehicle that was used extensively during the transition but is no longer routinely used. Keeping the 2014 in service it would require several minor repairs.

VIN #	Description
1GNLCDEC7GR295125	2016 Marked Tahoe #8216
1GNSK2E03ER168457	2014 Unmarked Tahoe #8814

Recommended Action:

Staff recommends approval of a resolution authorizing the sale of surplus property.

Attachments:

Resolution

**TOWN OF CROSS ROADS
RESOLUTION NO. 2022-_____**

**A RESOLUTION OF THE TOWN OF CROSS ROADS, TEXAS,
DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING
THE MAYOR, OR DESIGNEE TO EXECUTE SALE OR DISPOSAL OF
SAID PROPERTY.**

WHEREAS, the Town of Cross Roads, Texas (“Town”) is the owner of certain items of personal property more particularly described herein; and,

WHEREAS, it has been determined that the aforesaid personal property is not needed or required for the Town’s foreseeable needs, but still has some usefulness for the purpose it was originally intended and may or may not have valued and therefore is determined to be surplus property; and,

WHEREAS, the Town of Cross Roads desires to dispose of the surplus property identified herein and authorize the mayor or designee to sell or dispose of said property.

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

Section 1. The above and foregoing premises are true and correct legislative findings, and they are incorporated herein and made a part hereof for all purposes.

Section 2. The Town declares the personal property described in Exhibit A is not needed or required for the Town’s foreseeable future but finds still has some usefulness for the purpose it was originally intended and may or may not have value and therefore declared as surplus property of the Town.

Section 3. The mayor, or designee, is hereby authorized to auction said personal property described in Section 2.

Section 4. If any section, paragraph, sentence, clause, phrase or word of this Resolution or the application thereof to any person or circumstance is held invalid or unconstitutional, such holding shall not affect the validity of the remaining portions of this Resolution, and the Town Council hereby declares that it would have passed such portions remaining despite invalidity or unconstitutionality.

Section 5. That this resolution, and the removal and appointment herein, shall take effective immediately from and after the date of its passage.

DULY PASSED by the Town Council of the Town of Cross Roads, Texas, on **the 15th day of August 2022.**

TOWN OF CROSS ROADS, TEXAS

T. Lynn Tompkins, Jr., Mayor

ATTEST

Donna Butler, Town Secretary

APPROVED AS TO FORM

Matthew C.G. Boyle, Town Attorney

EXHIBIT "A"

VIN #	Description
1GNLCDEC7GR295125	2016 Marked Tahoe #8216
1GNSK2E03ER168457	2014 Unmarked Tahoe #8814



COUNCIL AGENDA BRIEFING SHEET

Meeting Date:

August 15, 2022

Agenda Item:

Discuss and consider approval of a resolution disapproving of the 2023 budget of the Denton Central Appraisal District.

Requested by:

Mayor Tompkins

Prepared by:

Kristi Gilbert, Town Administrator

Description:

Mayor Tompkins has requested this item be added to the agenda at the request of Judge Andy Eads. The Denton Central Appraisal District (DCAD) is the entity that is responsible for appraising property within Denton County for ad valorem tax purposes. The Board of Directors for DCAD are appointed by taxing entities within Denton County. The Denton County Commissioners Court disapproved of the DCAD 2023 budget at their August 2, 2022 meeting. Attached is communication for Judge Eads explaining the reasons for the actions taken by the Commissioner's Court.

While the Town of Cross Roads is not considered a taxing entity since we do not assess ad valorem taxes, Mayor Tompkins is seeking approval of the enclosed resolution in support of the Denton County Commissioner's Court actions.

Recommended Action:

Staff recommends the approval of the resolution.

Attachments:

Communication from Judge Eads
Denton County Resolution
Proposed Cross Roads Resolution

From: [County Judge Andy Eads](#)
To: [County Judge Andy Eads](#)
Subject: Denton County Commissioners Court disapproves of the 2023 Denton CAD Budget
Date: Tuesday, August 2, 2022 7:37:11 PM
Attachments: [Resolution - Denton County disapproving of the 2023 DCAD Budget.pdf](#)
[8-2-22 - Judge Eads remarks re DCAD and 2023 Budget.pdf](#)

[EXTERNAL]

Dear Denton County Leaders:

I am writing to bring to your attention recent action taken today by the Denton County Commissioners Court to disapprove of the Denton Central Appraisal District (Denton CAD) 2023 budget.

As you may know, the Denton Central Appraisal District Board of Directors met on July 28, 2022, and approved the 2023 proposed budget, which is an increase of over 17 percent from the current 2022 budget.

Attached please find the resolution from the Denton County Commissioners Court disapproving of the 2023 Denton CAD budget, along with a copy of the prepared remarks I shared during Court this morning.

Should you share similar concerns and wish to consider taking action, please know the appraisal district budget takes effect automatically unless it is disapproved by a majority of the taxing entities. In order to disapprove of the budget, the governing body of the taxing unit must adopt a resolution and send it to the secretary of the board within 30 days after its adoption. In this case, the deadline to disapprove of the budget and send a resolution to Denton CAD is by August 27, 2022.

As always, thank you for your commitment to serving our shared constituents.

Sincerely,

Andy Eads
Denton County Judge



Andy Eads Denton County Judge

August 2, 2022

Denton County Judge Andy Eads delivered the following remarks during Commissioners Court today regarding the Denton Central Appraisal District and the resolution disapproving of the 2023 Denton CAD budget.

As prepared for delivery:

For several months, this Court has been critical of the operations of the Denton Central Appraisal District and sent a formal letter back in January to the Board of Directors expressing our great frustrations and lack of trust with the Denton CAD. It took over two months for them to reply.

To receive the latest news that the Denton CAD was unable to meet the deadline to deliver a Certified Tax Roll to the taxing entities and instead provided us with a Certified Estimate adds to our continued disappointment with the appraisal district.

More importantly, as a taxing entity, the County cannot maximize tax relief to our citizens during our current budget process if we do not have numbers that we can rely on.

Our County budget process is simple compared to the school districts and the complexities of funding education in the state.

Many people move to Denton County because of our great schools and we recognize the need for strong schools within our county.

It is concerning to me that the State Comptroller found that the Denton CAD failed to meet the ratio studies for several of our local school districts in tax year 2021, which can ultimately reduce funding for our schools.

From my understanding, the Denton CAD did not notify these school districts of this finding. Instead, some learned the property values were invalid from the Comptroller's Office.

In the Denton CAD's letter on July 21 to the taxing entities, the staff makes a plea to the taxing entities to approve the 2023 budget – a budget which increases by over 17%.

To increase a budget by over 17% is a clear sign that the appraisal district is out of touch with the needs of the taxing entities, especially as we face rising costs to provide services to our citizens, in addition to revenue caps imposed on us by the State Legislature.

For the past three years, the Denton County taxing entities have experienced challenges with DCAD's inability to timely and accurately certify the tax roll. This has been an alarming trend and the justification for not being able to meet the deadline is full of blame and excuses.

It is especially troubling the lack of trust in the information provided by the appraisal district. We recently reached out to the appraisal district to understand how over 24,000 properties under protests, which accounts for almost 25 percent of the total number of protests filed this season, were closed in the last week prior to sending a certified estimate to the taxing entities.

There is no doubt that many of the rank and file employees put in a lot of hard work. That is not the issue. We are all facing staffing challenges, yet we continue to do what is needed to meet the requirement. Examples include the law enforcement shortages we face in Denton County and working with other counties to house inmates to keep Denton County citizens safe or our school districts across the county facing teacher shortages yet still find ways to make sure our kids are educated.

When we face challenges, we have an opportunity to provide leadership and, sadly, leadership is lacking at Denton CAD.

While additional staffing requested in the new budget may be warranted due to Denton County's growth, lack of training among current staff is concerning. Adding an additional 18 full-time employees would not improve the situation if training, such as utilizing the software, is not addressed.

Exemptions are significantly delayed. This was publicly disclosed at the January board meeting by our Tax Assessor-Collector Michelle French, who discussed the challenges of not having exemptions applied to taxpayer accounts. At that time, exemption processing was six months behind. As I mentioned at a prior board meeting, I have taken calls from constituents who requested an exemption and it has been 9 months and still no response. Since January, very little has been done to resolve this situation.

The inability of the appraisal district to complete its work in a timely manner can have a devastating impact on our taxpayers, in particular, our elderly residents, disabled individuals and disabled veterans – all of whom will be forced to pay higher taxes without the exemptions in place. This is unacceptable.

A decision was made by the Denton CAD leadership to hire a Communications Liaison to help address "bad publicity." This clearly demonstrates a lack of prioritization when there is a significant need for additional residential appraisers to help with the protest process to meet the 95% threshold or customer service representatives to help get caught up on exemptions.

Additionally, in the recent five-year strategic plan presented at the board meeting last week, the report stated that there will be an effort to amend the 2022 budget to add 5 additional full-time employees and will utilize contingency funds in the upcoming months. Why was use of contingency funds not taken sooner to deliver a certified tax roll for this cycle?

The appraisal district has the ability to work with the taxing entities and amend the budget; however, no efforts were made during the 2022 appraisal cycle to find solutions to the continued challenges at the appraisal district.

As a taxing entity, we must know that DCAD is working efficiently and effectively before investing any more taxpayer dollars into the appraisal district.

This vote to veto the budget is also a vote of no confidence in the Denton Central Appraisal District. Denton County will not fund failure.



RESOLUTION DISAPPROVING OF THE DENTON CENTRAL APPRAISAL DISTRICT 2023 BUDGET

WHEREAS, Denton County is a taxing entity within the Denton Central Appraisal District and relies on the Denton Central Appraisal District for appraising property within the boundaries of the county for ad valorem tax purposes; and

WHEREAS, the Denton Central Appraisal District operations are funded solely by the local taxing entities served by the appraisal district, which includes Denton County; and

WHEREAS, on July 28, 2022 the Denton Central Appraisal District Board of Directors voted to approve of the 2023 Budget in the amount of \$17,997,944.33, an increase of 17.45% from the current 2022 budget; and

WHEREAS, pursuant to Chapter 6 of the Texas Property Tax Code, each taxing unit has a right to adopt a resolution disapproving of the Denton Central Appraisal District budget; and

WHEREAS, the Section 6.06 (b) of the Texas Property Tax Code further states that “if governing bodies of a majority of the taxing units entitled to vote on the appointment of board members adopt resolutions disapproving a budget and file them with the secretary of the board within 30 days after its adoption, the budget does not take effect, and the board shall adopt a new budget within 30 days of the disapproval.”

NOW, THEREFORE, BE IT RESOLVED, the Denton County Commissioner Court disapprove of the 2023 Budget of the Denton Central Appraisal District; and

BE IT FURTHER RESOLVED, that this action demonstrate a lack of confidence in the Denton Central Appraisal District.

DONE IN OPEN COURT, this the 2nd Day of August, 2022 upon a motion made by Andy Eads and seconded by Dianne Edmondson and 3 members of the court being present and voting.

Andy Eads
ANDY EADS, COUNTY JUDGE

Absent
RYAN WILLIAMS, COMMISSIONER
PRECINCT 1

Absent
RON MARCHANT, COMMISSIONER
PRECINCT 2

Bobbie J. Mitchell
BOBBIE J. MITCHELL, COMMISSIONER
PRECINCT 3

Dianne Edmondson
DIANNE EDMONDSON, COMMISSIONER
PRECINCT 4

ATTEST:
JULI LUKE, County Clerk and Ex-Officio Clerk of the Commissioners Court
Of Denton County, Texas
By: Juli Luke



RESOLUTION NO. 2022-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CROSS ROADS, TEXAS, DISAPPROVING OF THE 2023 BUDGET OF THE DENTON CENTRAL APPRAISAL DISTRICT AND DEMONSTRATING A LACK OF CONFIDENCE IN THE DENTON CENTRAL APPRAISAL DISTRICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Town of Cross Roads is a municipality within the Denton Central Appraisal District; and

WHEREAS, the Denton Central Appraisal District operations are funded solely by the local taxing entities served by the appraisal district, which includes Denton County; and

WHEREAS, on August 2, 2022, the Denton County Commissioner's Court adopted a resolution disapproving of the Denton Central Appraisal District's 2023 Budget; and

WHEREAS, the Town Council of the Town of Cross Roads wishes to register its' support for the actions taken by the Denton County Commissioner's Court; and

WHEREAS, on July 28, 2022 the Denton Central Appraisal District Board of Directors voted to approve of the 2023 Budget in the amount of \$17,997,944.33, an increase of 17.45% from the current 2022 budget; and

WHEREAS, pursuant to Chapter 6 of the Texas Property Tax Code, each taxing unit has a right to adopt a resolution disapproving of the Denton Central Appraisal District budget; and

WHEREAS, the Section 6.06 (b) of the Texas Property Tax Code further states that "if governing bodies of a majority of the taxing units entitled to vote on the appointment of board members adopt resolutions disapproving a budget and file them with the secretary of the board within 30 days after its adoption, the budget does not take effect, and the board shall adopt a new budget within 30 days of the disapproval."

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Cross Roads disapproves of the 2023 Budget of the Denton Central Appraisal District that this action demonstrates a lack of confidence in the Denton Central Appraisal District.

DULY PASSED by the Town Council of the Town of Cross Roads, Texas, on the 15th day of August, 2022.

TOWN OF CROSS ROADS, TEXAS

T. Lynn Tompkins, Jr., Mayor

ATTEST

Donna Butler, Town Secretary

APPROVED AS TO FORM

Matthew C.G. Boyle, Town Attorney
Town Secretary



COUNCIL AGENDA BRIEFING SHEET

Meeting Date:

August 15, 2022

Agenda Item:

Discuss and consider approval of a preliminary plat application for property located at the Southeast corner of Oak Grove Rd. and Fishtrap Rd., within the Town of Cross Roads ETJ. (2022-0509-02PPLAT)

Prepared by:

Rodney Patterson, Building Official

Description:

Applicant Joseph Hornisher submitted a preliminary plat application on behalf of property owners Steve and Nancy Bartel for the Legacy Oak Grove Addition on May 9, 2022, to plat an existing tract of land totaling 11.929 acres generally located at the Southeast corner of Oak Grove Rd. and Fishtrap Rd. in the Town of Cross Roads ETJ. The purpose of the plat is to create a single lot for multi-family development. The Town Engineer performed a technical review of the preliminary plat application and associated civil plans on May 23 and 24, 2022. The Town Engineer performed an early review of the drainage plans for the project in March and comments were provided to the applicant on April 1, 2022. The applicant and the Town Engineer went back and forth via e-mail working through comments during the month of April.

Staff and the Town Engineer have gone back and forth with the applicant numerous times to address comments. The most recent response was received on July 22, 2022. The Town Engineer submitted comments on July 29, 2022, stating that the applicant had met all of the requirements of the preliminary plat, but would still need to address drainage issues related to final plat requirements at the final plat stage.

Planning and Zoning Commission Recommendation:

At their August 2, 2022 meeting, the Planning and Zoning Commission recommended denial by a vote of 3 to 2.

Note: Denials of a plat application do not require a super-majority vote to overturn.

Recommended Action:

Staff is recommending approval of the preliminary plat.

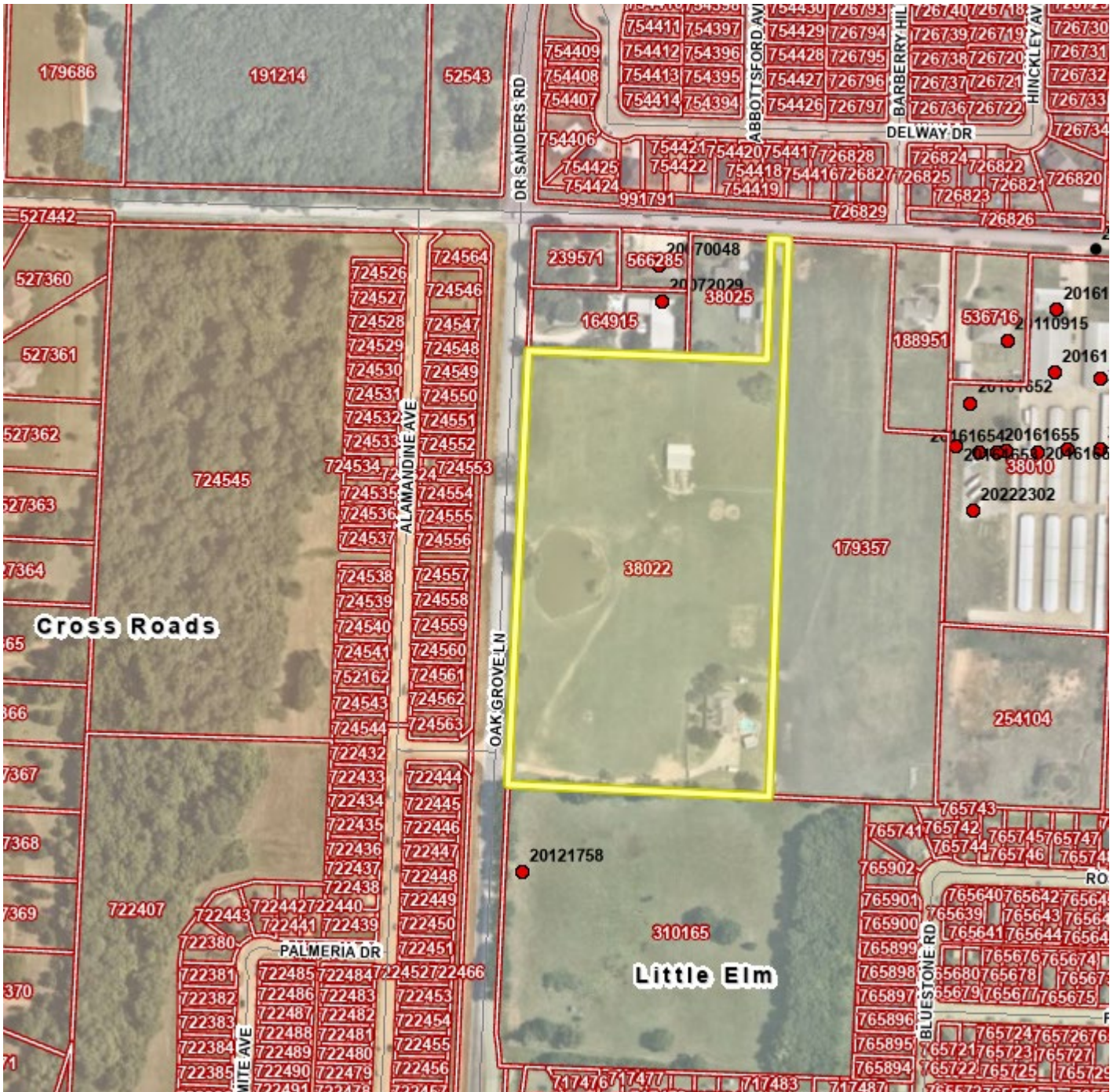
Attachments:

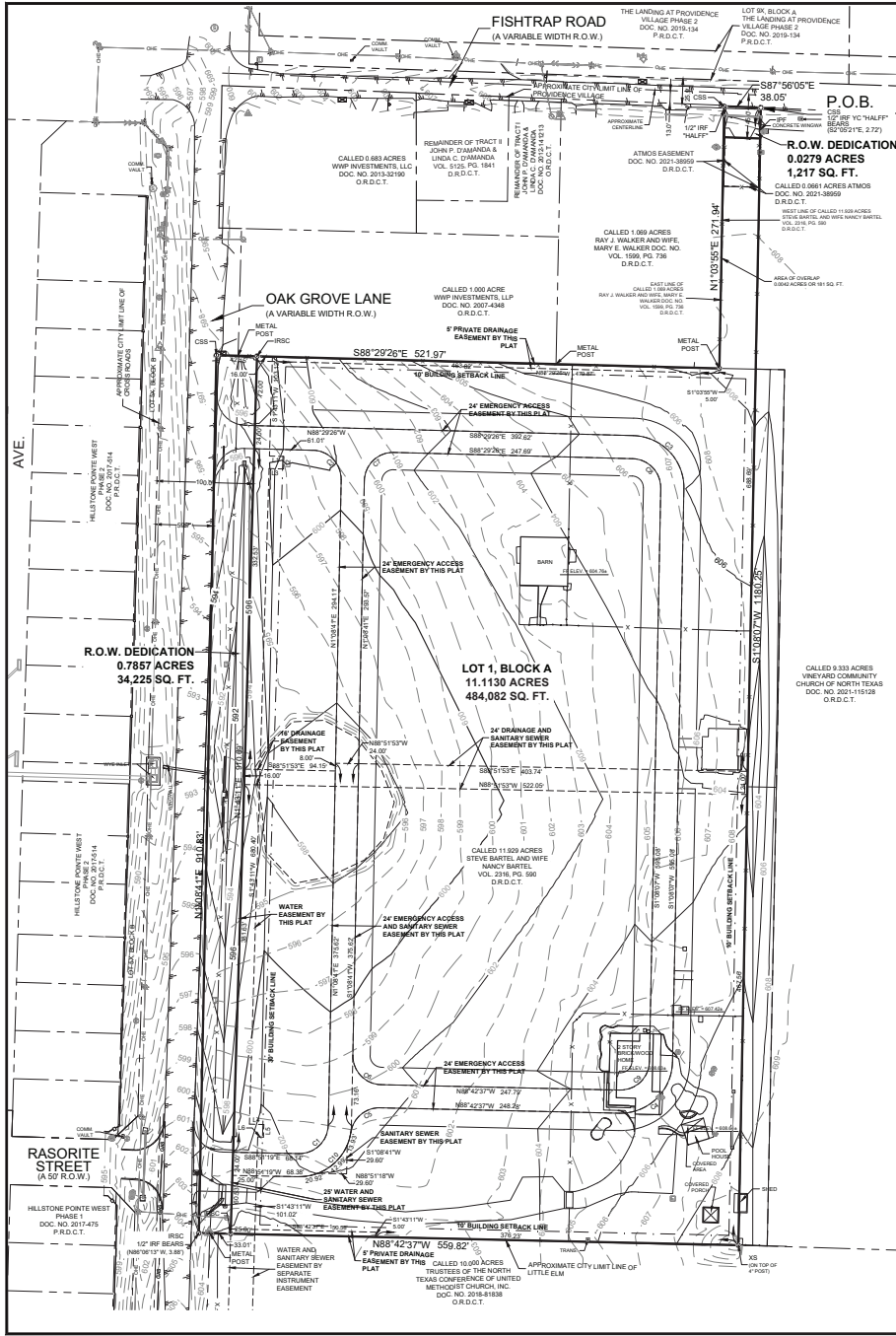
Engineers Markups
Preliminary Plat Application
Legal Description

Project Aerial

Legacy Oak Grove Addition - (2022-0509-02PPLAT)

Southeast Corner of Oak Grove Lane and Fishtrap Road





OWNER'S CERTIFICATE

STATE OF TEXAS §
 COUNTY OF DENTON §

WHEREAS Steve Bartel and wife, Nancy Bartel are the owners of a tract of land situated in the Marsella Jones Survey, Abstract No. 682, Denton County, Texas and being all of a called 11.926 acre tract of land described in Warranty Deed with Vendor's Lien to Steve Bartel and wife, Nancy Bartel recorded in Volume 2316, Page 590, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a cotton spindle set for the northeast corner of said 11.929 acre tract and being the northwest corner of a called 9.333 acre tract described in Special Warranty Deed with Vendor's Lien with Reservation of Easement to Vineyard Community Church of North Texas recorded in Document No. 2021-11528, Deed Records, Denton County, Texas and being in the south right-of-way line of Fishtrap Road (a variable width right-of-way) from which a 1/2" iron rod with yellow cap stamped "HALFF" found bears South 02°05'21" East, a distance of 2.72 feet.

THENCE departing said south right-of-way and with the west line of said 9.333 acre tract, South 01°08'07" West, passing an iron pipe at a distance of 22.65 feet continuing in all a distance of 1,180.25 feet to a "X" cut in concrete set on top of a 4" post in the north line of a called 10,000 acre tract land described in Special Warranty Deed to Trustees of the North Texas Conference of United Methodist Church, Inc. recorded in Document No. 2018-81838, Deed Records, Denton County, Texas and being the southwest corner of said 9.333 acre tract;

THENCE North 88°42'37" West, passing a metal post found for the northwest corner of said 10,000 acre tract at a distance of 548.56 feet, continuing in all a distance of 559.82 feet to a 5/8" iron rod with red plastic cap stamped "KIM" set for the southwest corner of said 11.929 acre tract and being in the east right-of-way line of Oak Grove Lane (a variable width right-of-way) from which a 1/2" iron rod found bears North 86°06'13" West, a distance of 3.88 feet;

THENCE with said east right-of-way line, North 01°08'41" East, a distance of 910.83 feet to a cotton spindle set for corner;

THENCE South 88°29'26" East, passing a metal post found for the southwest corner of a called 1,000 acre tract described in Warranty Deed with Vendor's Lien to WWP Investments, LLP recorded in Document No. 2007-4348, Deed Records, Denton County, Texas at a distance of 22.51 feet and passing a metal post found for the southeast corner of said 1,000 acre tract at a distance of 352.51 feet, continuing in all a distance of 521.97 feet to a metal post for corner;

THENCE North 01°03'55" East, passing a 1/2" iron rod stamped "HALFF" found at a distance of 269.09 feet, continuing in all a distance of 271.94 feet to a cotton spindle set for the most northerly north-south corner of said 11.929 acre tract of land and being in said south right-of-way line of Fishtrap Road;

THENCE with said south right-of-way line of Fishtrap Road, 87°56'05" East, a distance of 38.05 feet to the POINT OF BEGINNING and containing 519.524 square feet of 11.9266 acres of land.

THENCE with said east right-of-way line, North 01°08'41" East, a distance of 910.83 feet to a cotton spindle set for corner;

THENCE South 88°29'26" East, passing a metal post found for the southwest corner of a called 1,000 acre tract described in Warranty Deed with Vendor's Lien to WWP Investments, LLP recorded in Document No. 2007-4348, Deed Records, Denton County, Texas at a distance of 22.51 feet and passing a metal post found for the southeast corner of said 1,000 acre tract at a distance of 352.51 feet, continuing in all a distance of 521.97 feet to a metal post for corner;

THENCE North 01°03'55" East, passing a 1/2" iron rod stamped "HALFF" found at a distance of 269.09 feet, continuing in all a distance of 271.94 feet to a cotton spindle set for the most northerly north-south corner of said 11.929 acre tract of land and being in said south right-of-way line of Fishtrap Road;

THENCE with said south right-of-way line of Fishtrap Road, 87°56'05" East, a distance of 38.05 feet to the POINT OF BEGINNING and containing 519.524 square feet of 11.9266 acres of land.

OWNERS DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Steve Bartel and wife, Nancy Bartel through the undersigned authority, does hereby adopt this plat designating the herein above described property as LEGACY OAK GROVE, LOT 1, BLOCK A, an addition to the Town of Cross Roads, Denton County, Texas, and does hereby dedicate to the public use forever the streets and alleys shown hereon, and does hereby dedicate the easement strips shown on the plat for multiple use and accommodation of the Town of Cross Roads and all public utilities desiring to use, or using same. No buildings, fences, trees, shrubs, signs, or other improvements shall be constructed or placed upon, over, or across the public easement strips on said plat. The Town of Cross Roads and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, signs, or other improvements which in any way encroach or interfere with the construction, maintenance, or efficiency of its respective system on any of these easement strips, and the Town of Cross Roads and any public utility shall at all times have the right of ingress and egress to and from and upon any of said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone. A blanket easement of a five (5) foot radius from the center point of all fire hydrants and a five (5) foot radius from the center point of all other appurtenances (fire hydrant valves, water meters, meter boxes, street lights) is hereby granted to the Town of Cross Roads for the purpose of constructing, reconstructing, inspecting and maintaining the above named appurtenances.

We do further dedicate, subject to the exceptions and reservations set forth hereinafter, to the public use forever, all public use spaces shown on the face of the plat. All lots in the subdivision shall be sold and developed subject to the building lines shown on the plat.

Steve Bartel and wife, Nancy Bartel
 Sign: _____
 Print: _____

STATE OF _____ §
 COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared _____

Given under my hand and seal of office this _____ day of _____, 20____.

NOTARY PUBLIC in and for the STATE OF _____

SURVEYORS CERTIFICATION
 KNOW ALL MEN BY THESE PRESENTS:

THAT I, J. Andy Dobbs, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Plating Rules and Regulation of the City Plan Commission of the Town of Cross Roads, Texas.

DATED THIS _____ DAY OF _____, 20____.

J. Andy Dobbs
 Registered Professional Land Surveyor No. 6196
 Kimley-Horn and Associates, Inc.
 13455 Noel Road, Two Galleria Office Tower, Suite 700
 Dallas, Texas 75240
 Ph. 972-770-1300
 andy.dobbs@kimley-horn.com

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

STATE OF _____ §
 COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared J. Andy Dobbs known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

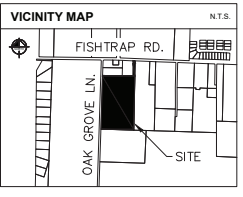
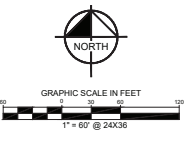
GIVEN UNDER MY HAND AND SEAL OF OFFICE the _____ day of _____, 20____.

Notary Public in and for the State of Texas

ENGINEER:
 KIMLEY-HORN AND ASSOC., INC.
 13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700, DALLAS, TEXAS 75240
 PHONE: 972-770-1300
 CONTACT: ANDY DOBBS, R.P.L.S.
 EMAIL: joseph.hornish@kimley-horn.com

SURVEYOR:
 KIMLEY-HORN AND ASSOCIATES, INC.
 13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700, DALLAS, TEXAS 75240
 PHONE: 972-770-1300
 CONTACT: ANDY DOBBS, R.P.L.S.
 EMAIL: andy.dobbs@kimley-horn.com

OWNER:
 STEVE BARTEL AND NANCY BARTEL
 3700 COUNTY ROAD 3
 COLLINSVILLE, TX 76233



LEGEND

IRF = IRON ROD FOUND
 IRSC = 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "KIM" SET
 CSS = COTTON SPINDLE SET
 AS = "X" CUT IN CONCRETE SET
 R.O.W. = RIGHT-OF-WAY
 INST. NO. = INSTRUMENT NUMBER
 DOC. NO. = DOCUMENT NUMBER
 SQ. FT. = SQUARE FEET
 D.R.D.C.T. = DEED RECORDS OF DENTON COUNTY, TEXAS
 O.R.D.C.T. = OFFICIAL RECORDS OF DENTON COUNTY, TEXAS
 P.R.D.C.T. = PLAT RECORDS, DENTON COUNTY, TEXAS

FLOOD STATEMENT:

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48121C0405G for Aubrey, Denton County, Texas and incorporated areas, dated April 16, 2011, the property is located within _____

ZONE X defined as "Areas determined to be outside the 0.2% annual chance floodplain"

If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

NOTES:

- ALL EXISTING BUILDINGS TO BE REMOVED.
- BEARING SYSTEM BASED ON THE TEXAS COORDINATE SYSTEM OF 1983. NORTH CENTRAL ZONE (4202).
- NORTH AMERICAN DATUM OF 1983.
- NO CURRENT OR PROPOSED ZONING. PROPERTY LIES WITHIN E.T.J.
- PROPERTY IS LOCATED WITHIN MUSTANG SUD (CCN 11850) FOR WATER SERVICE.
- PROPERTY IS LOCATED WITHIN MUSTANG SUD (CCN 20930) FOR WASTEWATER SERVICE.
- DEVELOPMENT SHALL COMPLY WITH THE DENTON COUNTY FIRE DEPARTMENT CODE.
- DEVELOPMENT SHALL COMPLY WITH DENTON COUNTY DRAINAGE DESIGN MANUAL.

CURVE TABLE					LINE TABLE				
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	BEARING	LENGTH		
C1	90°00'00"	30.00	47.12	N48°04'1"E	42.43	N11°58'16"E	15.00		
C2	89°38'07"	30.00	46.93	N43°49'27"W	42.29	N12°01'41"W	13.07		
C3	89°37'37"	54.00	84.47	N43°49'49"W	76.12	N11°58'16"E	15.00		
C4	89°09'09"	54.00	83.99	N48°12'46"W	76.47	N11°58'16"E	15.00		
C5	82°44'08"	30.00	43.32	S48°57'07"W	39.65	N12°01'41"W	13.07		
C6	89°51'18"	30.00	43.02	S43°45'58"E	42.37	N11°58'16"E	6.00		
C7	90°21'53"	30.00	47.31	S48°19'37"W	42.56				
C8	89°37'37"	30.00	46.93	N43°49'49"W	42.29				
C9	90°09'16"	30.00	47.20	N48°12'46"E	42.46				
C10	82°35'28"	54.00	77.84	N48°52'58"E	71.27				

Recommended for Approval _____ Date _____

Chaperson, Planning and Zoning Commission

Town of Cross Roads, Texas

Approved for Preparation of Final Plat _____ Date _____

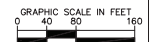
Mayor, Town of Cross Roads

PRELIMINARY PLAT
LEGACY OAK GROVE
LOT 1, BLOCK A
 BEING 11.9266 ACRES OUT OF THE
 MARSELLA JONES SURVEY, ABSTRACT NO. 682
 TOWN OF CROSS ROADS, E.T.J.
 DENTON COUNTY, TEXAS

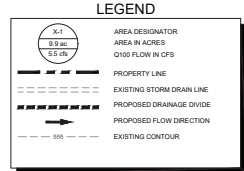
Kimley Horn

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240
 PHONE: 972-770-1300
 FAX: (972) 238-3830
 FIRM # 10115500
 PROJECT NO. 06480505
 SHEET NO. 1 OF 1

Scale 1" = 60'
 Drawn by MGB/JDF
 Checked by JAD
 Date JUNE 2022
 Project No. 06480505
 Sheet No. 1 OF 1



- ### DRAINAGE GENERAL NOTES
- OFFSITE DRAINAGE AREAS SHOWN PER PROPOSED HILLSTONE POINTE WEST PHASE 2 PLAN SET DATED 12/10/16
 - DRAINAGE AREA A, OS-A.1, OS-A.2, OS-A.3, OS-A.4, OS-A.5 ARE BASED ON CONTOUR POINTS WEST ACCOUNTED FOR THE AREAS UNDER A PROPOSED DEVELOPMENT WITH THE CONDITIONS OF $T_c = 15$ MIN, $C_e = 0.85$ 1" TO 1" IN THE Q_{100} FOR DRAINAGE AREA A ACCOUNTED FOR BY POINT WEST IS $Q_{100} = 55.91$ CFS.
 - LAT S06, LAT A1, LAT A2, LAT B1 ARE SHOWN PER POINT WEST PLANS FOR THE HILL AND TC.



DRAINAGE AREA TABLE

DRAINAGE AREA NO.	AREA (ac)	ANTECEDENT FACTOR	RUNOFF COEFFICIENT "C"	RAINFALL INTENSITY "I" (in/hr)	TIME OF CONCENTRATION (minutes)	TOTAL FLOW Q100 (cfs)
A	11.78	1.00	0.30	6.55	22.7	23.2
A-OS.1	1.25	1.00	0.60	9.24	10.0	6.9
A-OS.4.1	1.99	1.00	0.65	7.91	15.0	10.2
A-OS.4.2	0.78	1.00	0.65	7.91	15.0	4.0
A-OS.5.1	3.24	1.00	0.65	7.91	15.0	16.6
A-OS.5.2	1.35	1.00	0.65	7.91	15.0	6.9
B-OS.1	1.03	1.00	0.70	7.91	15.0	5.7
B-OS.2	1.39	1.00	0.70	7.91	15.0	7.7
C-OS.1	0.39	1.00	0.60	7.91	15.0	1.8
C-OS.2	0.32	1.00	0.60	9.24	10.0	1.8
D-OS.1	0.14	1.00	0.30	7.91	15.0	0.3
OS-A.1	2.76	1.00	0.60	7.91	12.9	13.1

100-YEAR PRE PROJECT CONDITION PEAK FLOW

POINT OF INTEREST	CUMULATIVE AREAS (ACRES)	CUMULATIVE C*	TOTAL TIME OF CONCENTRATION	t_{100}	$Q_{HILLSTONE}$	Q_{100}
DESIGN POINT A	17.67	8.06	22.7	6.55	83.90	52.80
DESIGN POINT B	18.92	7.31	22.9	6.52	N/A	47.65
DESIGN POINT C	26.28	12.99	23.7	6.40	N/A	82.79

*TC BASED ON ROUTED FLOW TIME THROUGH STORM NETWORK
 $Q_{HILLSTONE}$ IS PRE RECORD DRAWING "HILLSTONE POINTE WEST PHASE 2" DATED 12/06/2016

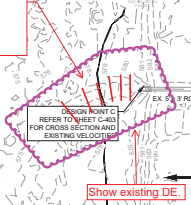
TIME OF CONCENTRATION & LAG TIME

TR-55 Methodology

POINTS	SHEET FLOW					SHALLOW CONCENTRATED FLOW					PIPE FLOW			TOTAL				
	Length (ft)	Elev.	Elev.	Slope (ft/ft)	Manning's "n"	Length (ft)	Elev.	Elev.	Slope (ft/ft)	Condition	V_{100} (ft/s)	T_{c1} (min)	Length (ft)	V_{100} (ft/s)	T_{c2} (min)	T_{cTOTAL} (min)	T_{lag} (min)	
DP-A	300	609.1	602.2	0.0230	0.150	20.0	437	602.200	590.000	0.0279	Unpaved	2.70	2.7	-	-	22.7	13.6	
DP-B	300	606.1	602.2	0.0230	0.150	20.0	437	602.200	590.000	0.0279	Unpaved	2.70	2.7	80	6.00	0.22	22.9	13.7
DP-C	300	609.1	602.2	0.0230	0.150	20.0	437	602.200	590.000	0.0279	Unpaved	2.70	2.7	380	6.00	1.06	23.7	14.2

7/1/2022
 Please address the following downstream assessment comments prior to acceptance of drainage study in support of the preliminary plat.

Refer to attached plans and supplemental RAS report. Adverse impacts have been shared with impacted owner and developer has received approval based on plans provided. All improvements and impacts are located within a drainage easement or public ROW.
 Demonstrate capacity of receiving channel and demonstrate no adverse impact.
 (Criteria Manual Section IV.1.5 and section IV.2.1)
 Refer to comment on sheet C403.



DRAINAGE AREA DIVIDED BASED ON HILLSTONE RECORDED DRAWINGS TO REMAIN CONSISTENT WITH PRIOR ANALYSIS. AREA APPEARS TO DRAIN SOUTH PER CONTOUR.

SHEET NO. 0101 OF 0101
 DATE 08/15/2022
 PROJECT LEGACY OAK GROVE
 DRAWN BY JWH
 CHECKED BY JWH
 DESIGNED BY JWH
 SCALE AS SHOWN
 DATE 07/24/2022
 PROJECT LEGACY OAK GROVE
 DRAWN BY JWH
 CHECKED BY JWH
 DESIGNED BY JWH
 SCALE AS SHOWN
 DATE 07/24/2022

13455 NOEL RD., TWO GALERIA OFFICE TOWER
 SUITE 770 DALLAS, TX 75240
 PHONE: 972.412.1000
 WWW.KIMLEY-HORN.COM FAX: 972.412.1001

KHA PROJECT NO. 2022-001
 DATE 07/24/2022
 SCALE AS SHOWN
 DESIGNED BY JWH
 DRAWN BY JWH
 CHECKED BY JWH

LEGACY OAK GROVE
 PREPARED FOR
 LEGACY PARTNERS
 TOWN OF CROSS ROADS ET AL, TEXAS

EXISTING DRAINAGE
 AREA MAP

SHEET NUMBER
C-400

REVISIONS
 NO. DATE

NO.	DATE	REVISIONS

Please demonstrate no blockage of flow. Provide a conveyance system with preliminary drainage/grading plan and hydraulic calculations

Provide more detailed grading for this area to confirm the offsite flow is conveyed without causing adverse impacts. Provide grading of individual swales.

Swales must be graded along the back of bldgs and designed to convey the flow from the back to the swales between each building. Include cross sections with hydraulic parameters for back of building swales and sideyard swales. To prevent obstruction of flow, private drainage easement will be needed.

Alternatively provide a continuous swale/channel/flume along the property line to convey the flow to the roadside ditch.

(Criteria Manual Section IV)

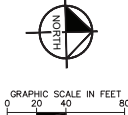
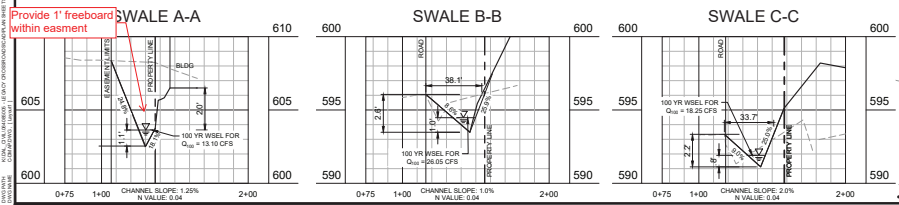
A swale to convey shallow concentrated flow adjacent to the property line has been provided to convey off-site flow through proposed development. A private drainage easement is shown on the preliminary plat. Refer to preliminary grading plans for additional grading detail.

Channel appears to be less than 1' deep. Please regrade to provide 1' of freeboard at west top of bank (along east property line).

Provide RAS model. Refer to suggested cross section layout (Refer to Criteria Manual section IV.3.4)

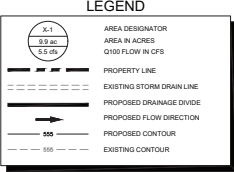
Refer to provided RAS model and updated grading. Refer to preliminary grading plans for finish floor to verify freeboard clearances.

Refer to provided RAS model and updated grading. Refer to preliminary grading plans for finish floor to verify freeboard clearances. Developer is obtaining a construction grading easement not a drainage easement as the flow collected is from one property and entirely located on their property.



DRAINAGE NOTES

1. OFFSITE DRAINAGE AREAS PROVIDED FROM HILLETONE PONTE WEST PHASE 3 PLAN SET DATED 11/15/16



DRAINAGE AREA TABLE

DRAINAGE AREA NO.	AREA (ac)	ANTECEDENT FACTOR	RUNOFF COEFFICIENT "C"	RAINFALL INTENSITY "I" (100 (mm/hr))	TIME OF CONCENTRATION (minutes)	TOTAL FLOW Q100 (cfs)
A-OS.1	0.32	1.00	0.65	7.91	15.0	11.6
A-OS.2	0.03	1.00	0.60	9.24	10.0	0.2
A-OS.3	3.24	1.00	0.65	7.91	15.0	7.3
A-OS.4	1.99	1.00	0.65	7.91	15.0	10.2
A-OS.5.1	3.24	1.00	0.65	7.91	15.0	16.6
A-OS.5.2	1.35	1.00	0.65	7.91	15.0	6.9
A-1	2.20	1.00	0.60	9.24	10.0	0.4
A-2	1.41	1.00	0.66	7.91	15.0	1.0
A-3	1.28	1.00	0.66	7.91	15.0	1.0
A-4	1.71	1.00	0.66	7.91	15.0	1.0
A-5	0.79	1.00	0.66	7.91	15.0	1.0
B-1	1.39	1.00	0.66	7.91	15.0	7.3
B-2	0.19	1.00	0.66	7.91	15.0	1.0
B-OS.1	1.03	1.00	0.70	7.91	15.0	5.7
B-OS.2	1.39	1.00	0.70	7.91	15.0	7.7
C-1	0.90	1.00	0.66	7.91	15.0	4.7
C-2	1.04	1.00	0.66	7.91	15.0	5.4
C-3	0.09	1.00	0.66	7.91	15.0	0.5
C-OS.1	0.39	1.00	0.60	9.24	10.0	1.8
C-OS.2	0.32	1.00	0.60	9.24	10.0	1.8
D-OS.1	0.14	1.00	0.30	7.91	15.0	0.3
ROW-A.1	0.69	1.00	0.60	9.24	10.0	3.8
ROW-A.2	0.06	1.00	0.60	9.24	10.0	0.4
ROW-A.3	0.03	1.00	0.60	9.24	10.0	0.2

A swale between each building has been provided to convey shallow concentrated flow from adjacent property. A private drainage easement is shown on the preliminary plat. Refer to preliminary grading plans for additional grading detail. Calculations to determine the minimum opening clearance at the bottom of any fence along the property line has been calculated.

VELOCITY ANALYSIS

STORM EVENT	Q _{EXIST}	V _{EXIST}	Depth	Q _{PROP}	V _{PROP}	Depth	% CHANGE VELOCITY	% CHANGE DEPTH
2	46.92 CFS	7.26 FT/S	1.80 FT	59.03 CFS	7.77 FT/S	1.90 FT	7.02%	5.56%
5	62.21 CFS	7.90 FT/S	2.00 FT	78.30 CFS	8.43 FT/S	2.10 FT	6.71%	5.00%
10	70.58 CFS	8.39 FT/S	2.00 FT	88.87 CFS	8.72 FT/S	2.20 FT	6.47%	33.00%
25	82.26 CFS	8.55 FT/S	2.20 FT	103.72 CFS	9.08 FT/S	2.30 FT	6.20%	4.55%
50	91.73 CFS	8.80 FT/S	2.30 FT	115.85 CFS	9.34 FT/S	2.50 FT	6.14%	8.70%
100	101.59 CFS	9.04 FT/S	2.40 FT	129.06 CFS	9.59 FT/S	2.60 FT	6.08%	8.33%

WEIGHTED RUNOFF COEFFICIENT CALC

AREA	SQ. FEET	ACRES	RUNOFF (C)
BASIN A	478,160	11.00	-
BUILDING	150,908	3.46	1
PAVEMENT	98,442	2.26	1
PERVIOUS	225,810	7.54	0.3
C		0.66	

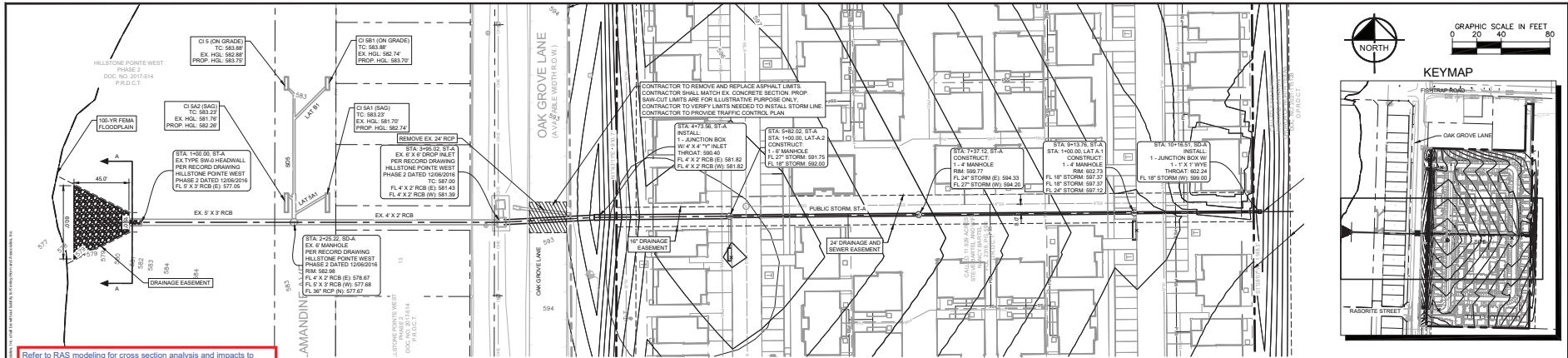
Kimley-Horn
13455 NOEL RD., TWO GALERIA OFFICE TOWER
SUITE 700 DALLAS, TX 75240
PHONE: 972.382.2200
WWW.KIMLEY-HORN.COM FAX: 972.382.2200

PROPOSED LEGACY OAK GROVE DRAINAGE AREA MAP

LEGACY OAK GROVE PREPARED FOR LEGACY PARTNERS TOWN OF CROSS ROADS ETJ, TEXAS

PROJECT NO. 2022-001
DATE: 8/24/2022
SCALE: AS SHOWN
DESIGNED BY: MTE
DRAWN BY: JWH
CHECKED BY: JWH

SHEET NUMBER: C-401



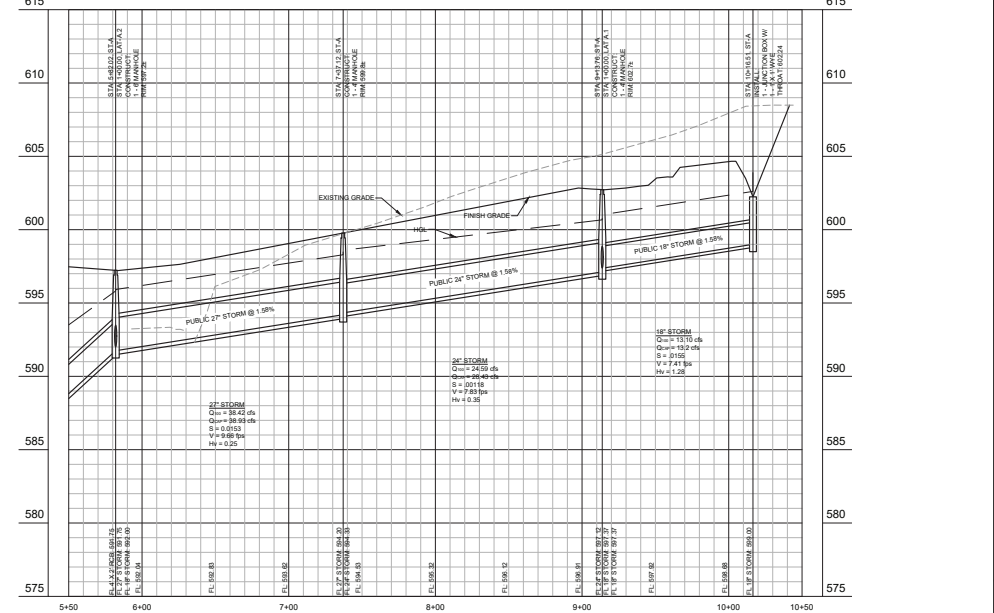
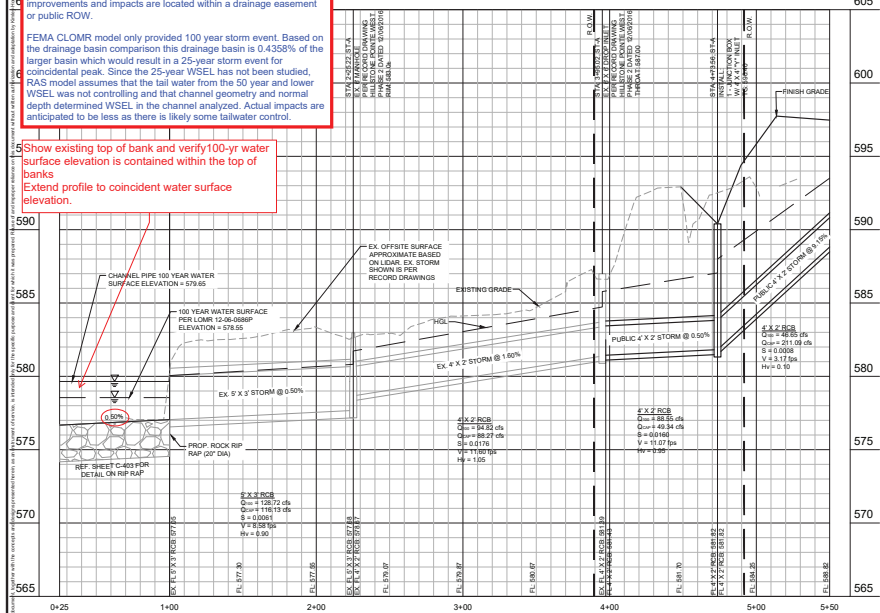
Refer to RAS modeling for cross section analysis and impacts to channel. Adverse impacts have been shared with impacted owner and developer has received approval based on plans provided. All improvements and impacts are located within a drainage easement or public ROW.

FEMA CLOMR model only provided 100 year storm event. Based on the drainage basin comparison this drainage basin is 0.4358% of the larger basin which would result in a 25-year storm event for coincidental peak. Since the 25-year WSEL has not been studied, RAS model assumes that the tail water from the 50 year and lower WSEL was not controlling and that channel geometry and normal depth determined WSEL in the channel analyzed. Actual impacts are anticipated to be less as there is likely some tailwater control.

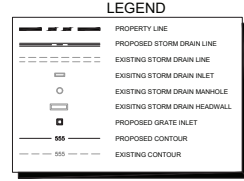
Show existing top of bank and verify 100-yr water surface elevation is contained within the top of banks. Extend profile to coincident water surface elevation.

ST-A

ST-A



- NOTES**
- EX. STORM EX. HGL AND TO INFORMATION IS PER RECORD DRAWING HILSTONE POINTE WEST PHASE 2 DATED 12/01/2016.
 - CONTRACTOR TO FIELD VERIFY DEPTH OF EXISTING STORM PIPES.
 - ALL WORK AND MATERIALS SHALL COMPLY WITH ALL COUNTY REGULATIONS, CODES AND O.S.H.A. STANDARDS.
 - THE PROPOSED HGL'S ARE MODELLED FROM THE 100 YEAR EVENT.



STORM EVENT	EXISTING CONDITIONS			VELOCITY ANALYSIS			% CHANGE	% CHANGE
	Q _{avg}	V _{avg}	Depth	PROPOSED CONDITIONS	% CHANGE	% CHANGE		
2	46.93 CFS	7.28 FT/S	1.90 FT	46.93 CFS	7.28 FT/S	1.90 FT	5.56%	0.00%
5	62.21 CFS	7.90 FT/S	2.00 FT	62.21 CFS	7.90 FT/S	2.00 FT	5.00%	0.00%
10	70.55 CFS	8.19 FT/S	2.00 FT	70.55 CFS	8.19 FT/S	2.00 FT	10.00%	0.00%
25	82.26 CFS	8.55 FT/S	2.20 FT	82.26 CFS	8.55 FT/S	2.20 FT	4.55%	0.00%
50	91.73 CFS	8.80 FT/S	2.30 FT	115.94 CFS	9.34 FT/S	2.30 FT	8.70%	16.14%
100	101.50 CFS	9.04 FT/S	2.30 FT	128.04 CFS	9.59 FT/S	2.30 FT	6.08%	33.04%

CULVERT OUTFALL PROTECTION

DESIGN VELOCITY: 9.65 CFS

D₅₀: 1.67 FT

D₁₅: 0.5 FT

APRON WIDTH: 15 FT

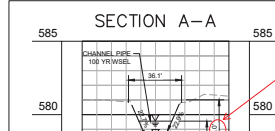
APRON LENGTH: 45 FT

TOP WIDTH: 60 FT

THICKNESS: 2.50 FT

Significant increase in water surface elevation. Please demonstrate the flow is contained within the channel banks for the reach from the outfall to the coincident backwater from the creek

Calculate coincident tailwater

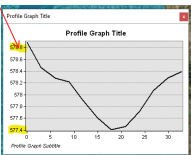


Based on contours and a cursory check with 2020 lidar, the depth of the channel appears to be about 2 feet and it varies in shape. Please check with several cross section. See plan view for suggested cross section layout (RAS recommended since shape of channel is not constant, it will be required for the drainage study in support of the final plan)

Please note based on Criteria manual, RAS is required for analysis of water surface profiles in open channels

Refer to RAS modeling for cross section analysis and impacts to channel

Profile specifies 0.5%. Reconcile and update results



Kimley-Horn
13455 NOEL RD, TWO GALERIA OFFICE TOWER
SUITE 750 DALLAS, TX 75240
PH: 972.342.2222
WWW.KIMLEY-HORN.COM FAX: 972.342.2222

PROJECT: LEGACY OAK GROVE PREPARED FOR: LEGACY PARTNERS TOWN OF CROSS ROADS ET AL, TEXAS

DATE: 8/24/2022 SCALE: AS SHOWN DESIGNED BY: MTE DRAWN BY: MTE CHECKED BY: JWH

SHEET NUMBER: C-403

CIVIL CONSTRUCTION PLANS

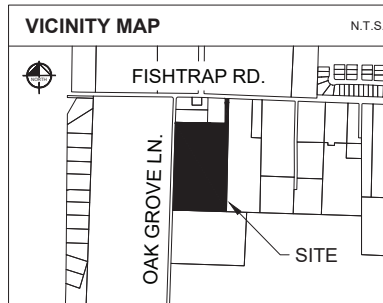
FOR

LEGACY OAK GROVE

PERMIT NO. XXX-XX-XXXXX

PLANS SUBMITTAL/REVIEW LOG

MUSTANG SUBMITTAL	03/15/2022
-NOT FOR CONSTRUCTION	
PRELIMINARY PLAT	05/05/2022
-NOT FOR CONSTRUCTION	
PRELIMINARY PLAT RESUBMITTAL	05/27/2022
-NOT FOR CONSTRUCTION	
MUSTANG RESUBMITTAL	06/14/2022
-NOT FOR CONSTRUCTION	
PRELIMINARY PLAT RESUBMITTAL	06/24/2022
-NOT FOR CONSTRUCTION	
MUSTANG FOURTH SUBMITTAL	07/08/2022
-NOT FOR CONSTRUCTION	
PRELIMINARY PLAT	07/22/2022
-NOT FOR CONSTRUCTION	



SHEET INDEX	
SHEET NUMBER	SHEET TITLE
C-001	COVER SHEET
C-002	GENERAL NOTES
C-003	PRELIMINARY PLAT
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C-101	DEMOLITION PLAN
C-200	PAVING PLAN
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C-300	OVERALL GRADING PLAN
C-301	GRADING PLAN (1 OF 4)
C-302	GRADING PLAN (2 OF 4)
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C-404	STORM PROFILES
C-405	STORM CALCULATIONS
C-406	STORM DETAILS
C-500	OVERALL UTILITY PLAN
C-501	PUBLIC SANITARY SEWER (1 OF 2)
C-502	PUBLIC SANITARY SEWER (2 OF 2)
C-503	PUBLIC WATER PLAN & PROFILE (1 OF 2)
C-504	PUBLIC WATER PLAN & PROFILE (2 OF 2)
C-505	SANITARY SERVER SERVICE PLAN
C-506	WATER SERVICE PLAN
C-507	BUILDING SERVICE DETAIL
C-508	UTILITY DETAILS (1 OF 2)
C-509	UTILITY DETAILS (2 OF 2)
C-600	EROSION CONTROL PLAN PHASE 1
C-601	EROSION CONTROL PLAN PHASE 2
C-602	EROSION CONTROL DETAILS

TCEQ LOG NUMBER: (SANITARY)
 APPROVAL DATE:

ARCHITECT
ARCHITECTURE DEMAREST.
 2320 VALDINA ST
 DALLAS, TX 75207
 PHONE: 469-872-9870
 CONTACT: FRANKY LEE

OWNER
LEGACY PARTNERS
 13155 NOEL ROAD, SUITE 825
 DALLAS, TX 75240
 PHONE: 972-728-7206
 CONTACT: MATT BRENDAL

ENGINEER
Kimley»Horn
 13455 NOEL ROAD, TWO GALLERIA OFFICE, SUITE
 700
 DALLAS, TEXAS 75240
 PHONE: 972-770-1300
 CONTACT: JOSEPH HORNISHER, P.E.
 TEXAS REGISTERED ENGINEERING FIRM NO. F-928

TOWN OF CROSS ROADS ETJ, TEXAS
 DENTON COUNTY
 SE CORNER OF FISHTRAP AND OAK
 GROVE LANE

JULY 2022

BENCHMARK LIST

#54 - (55-1514) CITY OF ALSBREY BENCHMARK ALUMINUM DISK GEODETIC CONTROL SURVEY MARKER. BM SET FLUSH WITH NATURAL GROUND, 36 EAST OF THE CENTERLINE OF MAIN STREET, 36 SOUTH OF CENTERLINE OF 53M STREET, 8 NORTH OF THE NORTHWEST CORNER OF TOMNALL ASPHALT PARKING LOT. ELEV. = 588.29
#59 - SQUARE WITH "X" CUT IN THE MIDDLE OF THE TOP OF THE HEADWALL ON THE SOUTH SIDE OF FISHTRAP ROAD, 4550 EAST OF THE INTERSECTION OF OAK GROVE LANE AND FISHTRAP ROAD. ELEV. = 588.98
#51 - SQUARE WITH "X" CUT IN THE MIDDLE ON TOP OF THE HEADWALL AT SOUTHEAST CORNER OF THE INTERSECTION OF FISHTRAP ROAD AND ALAMANDINE AVENUE. ELEV. = 588.04
#52 - SQUARE WITH "X" CUT IN THE MIDDLE ON TOP OF THE STONEWALL, 1386 NORTH OF THE MAIN ENTRANCE TO 2288 OAK GROVE ROAD. ELEV. = 594.05
#53 - SQUARE WITH "X" CUT IN THE MIDDLE OF THE TOP OF HEADWALL ON SOUTHWEST CORNER OF THE INTERSECTION OF OAK GROVE ROAD AND RASORITE STREET. ELEV. = 599.07
#56 - SQUARE WITH "X" CUT IN THE MIDDLE ON WYE INLET AT NORTHWEST CORNER OF OAK GROVE ROAD & GRANITE WAY. ELEV. = 588.83
#57 - SQUARE WITH "X" CUT IN THE MIDDLE ON WYE INLET ON EAST SIDE OF OAK GROVE ROAD, 41567 NORTH OF GRANITE WAY. ELEV. = 588.69

APPROVED FOR CONSTRUCTION
(WATER AND WASTEWATER SYSTEM ONLY)

MUSTANG SPECIAL UTILITY DISTRICT

DATE

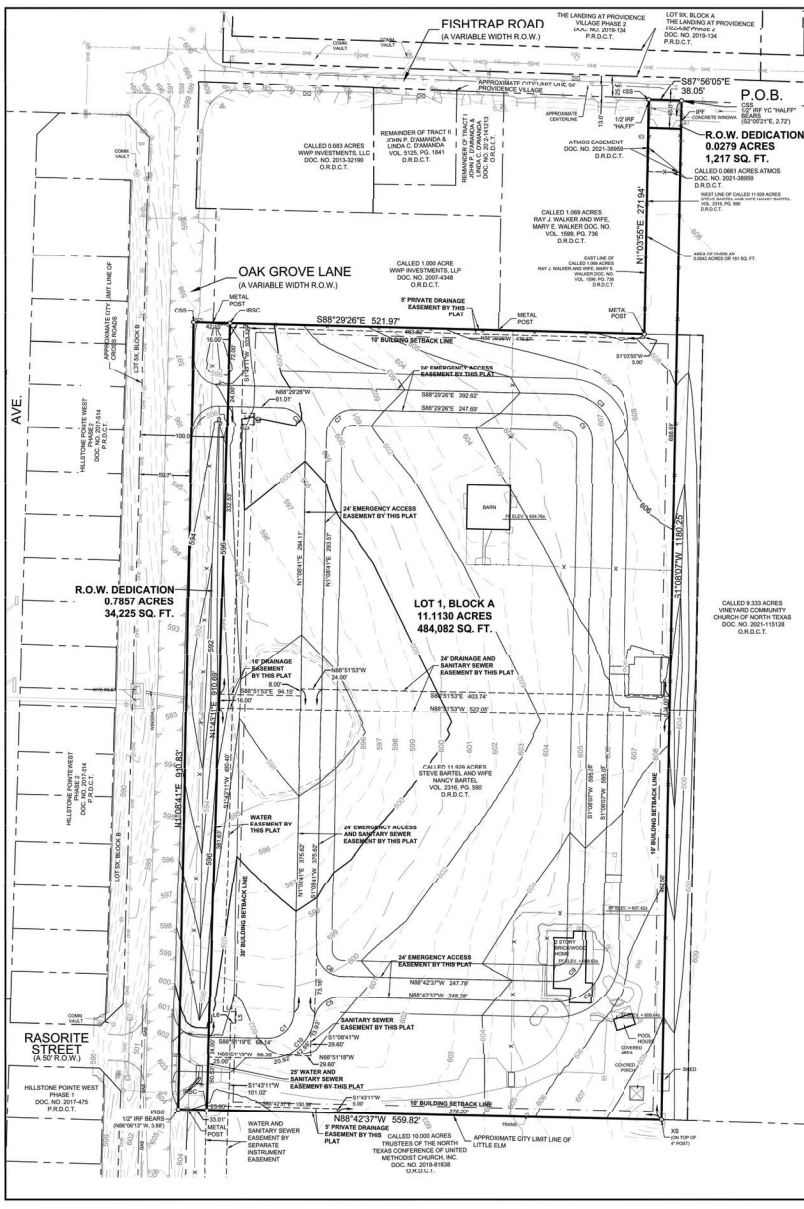
APPROVED FOR CONSTRUCTION
TOWN OF CROSS ROADS

CITY ENGINEER

DATE

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN ACCEPTING THESE PLANS, MUSTANG SPECIAL UTILITY DISTRICT MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

Kimley»Horn 13455 NOEL RD. TWO GALLERIA OFFICE TOWER SUITE 700 DALLAS, TX 75240 PHONE: 972-770-1300 WWW.KIMLEY-HORN.COM TX-F-228 © 2022 KIMLEY-HORN AND ASSOCIATES, INC.	NO.	REVISIONS	DATE
LEGACY OAK GROVE PREPARED FOR LEGACY PARTNERS TOWN OF CROSS ROADS ETJ, TEXAS	KHA PROJECT	DATE	DATE
	7/21/2022	7/21/2022	7/21/2022
COVER SHEET	SCALE	DATE	DATE
	AS SHOWN	7/21/2022	7/21/2022
DESIGNED BY	DATE	DATE	DATE
DRAWN BY	DATE	DATE	DATE
CHECKED BY	DATE	DATE	DATE
JWH			
SHEET NUMBER	C-001		



OWNER'S CERTIFICATE
STATE OF TEXAS
COUNTY OF DENTON

WHEREAS Steve Bartel and wife, Nancy Bartel are the owners of a tract of land situated in the Marcella Jones Survey, Abstract No. 862, Denton County, Texas, and being all of a called 11.920 acre tract of land described in Warranty Deed with Vendor's Lien to Steve Bartel and wife, Nancy Bartel recorded in Volume 2316, Page 1980, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a cotton spindle set for the northeast corner of said 11.920 acre tract and being the northeast corner of a called 8.333 acre tract described in Special Warranty Deed with Vendor's Lien with Reservation of Easement to WINDYARD COMMUNITY CHURCH OF NORTH TEXAS recorded in Document No. 2021-15126, Deed Records, Denton County, Texas and being in the south right-of-way line of Fishtrap Road (a variable width right-of-way) from which a 1/2" iron nail with yellow cap stamped "HALF" found bears South 02°09'21" East, a distance of 2.72 feet;

THENCE departing said south right-of-way and with the west line of said 8.333 acre tract, South 01°09'07" West, passing an iron pipe at a distance of 22.95 feet continuing in all a distance of 1,180.25 feet to a "X" cut in concrete set on top of a 4" post in the north line of a called 10.000 acre tract land described in Special Warranty Deed to Trustees of the North Texas Conference of United Methodist Church, Inc. recorded in Document No. 2018-01838, Deed Records, Denton County, Texas and being the southwest corner of said 8.333 acre tract;

THENCE North 88°42'00" West, passing a metal post found for the northwest corner of said 10.000 acre tract at a distance of 416.66 feet, continuing in all a distance of 559.82 feet to a 5/8" iron rod with red plastic cap stamped "704" set for the southwest corner of said 11.920 acre tract and being in the east right-of-way line of Oak Grove Lane (a variable width right-of-way) from which a 1/2" iron rod found bears North 86°06'12" West, a distance of 3.86 feet;

THENCE with said east right-of-way line, North 01°08'41" East, a distance of 910.83 feet to a cotton spindle set for corner;

THENCE South 88°29'28" East, passing an iron pipe found for the southwest corner of a called 1.000 acre tract described in Warranty Deed with Vendor's Lien to WWP Investments, LLP recorded in Document No. 2007-0494, Deed Records, Denton County, Texas at a distance of 22.51 feet and passing a metal post found for the southeast corner of said 1.000 acre tract at a distance of 352.51 feet, continuing in all a distance of 521.87 feet to a metal post for corner;

THENCE North 01°03'50" East, passing a 1/2" iron rod stamped "HALF" found at a distance of 269.09 feet, continuing in all a distance of 271.94 feet to a cotton spindle set for the north-northerly northwest corner of said 11.920 acre tract of land and being in said south right-of-way line of Fishtrap Road;

THENCE with said south right-of-way line of Fishtrap Road, 87°56'03" East, a distance of 38.85 feet to the **POINT OF BEGINNING** and containing 518,524 square feet or 11.92066 acre of land.

OWNER'S DEDICATION
NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
 That Steve Bartel and wife, Nancy Bartel through the undersigned authority, does hereby dedicate this plat designating the herein above described property as **LEGACY OAK GROVE, LOT 1, BLOCK A**, an addition to the Town of Cross Roads, Denton County, Texas, and does hereby dedicate to the public use for the streets and alleys shown hereon, and does hereby dedicate the easement strips shown on the plat for mutual use and accommodation of the Town of Cross Roads and all public utilities desiring to use, or using same, no buildings, fences, trees, shrubs, signs, or other improvements shall be constructed or placed upon, over, or across the public easement strips on said plat. The Town of Cross Roads and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, signs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system or any of these easement strips, and the Town of Cross Roads and any public utility shall at all times have the right of ingress and egress to and from and upon any of said easement strips for the purpose of constructing, reconstructing, inspecting, repairing, painting, maintaining, and adding to or removing all or part of its respective system without the necessity of any time of procuring the permission of anyone. A blanket easement of a five (5) foot radius from the center point of all fire hydrants and a five (5) foot radius from the center point of all other appurtenances (the hydrant valves, water meter, water boxes street lights) in hereby granted to the Town of Cross Roads for the purpose of constructing, reconstructing, inspecting and maintaining the above named appurtenances.

We do further dedicate, subject to the exceptions and reservations set forth hereinafter, to the public use forever, all public use spaces shown on the face of the plat. All lots in the subdivision shall be sold and developed subject to the building lines shown on the plat.

Steve Bartel and wife, Nancy Bartel
 Sign: _____
 Print: _____

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

NOTARY PUBLIC IN and for the STATE OF _____

PRELIMINARY
 THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR REPRODUCED WITHOUT MY WRITTEN CONSENT.

SURVEYORS CERTIFICATION
KNOW ALL MEN BY THESE PRESENTS:
 THAT I, J. Andy Dobbs, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulation of the City Plan Commission of the Town of Cross Roads, Texas.

DATED THIS _____ DAY OF _____, 20____.

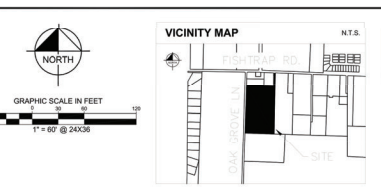
J. Andy Dobbs
 Registered Professional Land Surveyor No. 6196
 Kinley-Horn and Associates, Inc.
 13455 Noel Road, Two Galleria Office Tower, Suite 700
 Dallas, Texas 75240
 Ph. 972-770-1200
 any.dobbs@kinley-horn.com

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared J. Andy Dobbs known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of Texas



FLOOD STATEMENT:
 According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48121C0405G for Aubrey, Denton County, Texas and incorporated areas, dated April 18, 2011, this property is located within _____

ZONE X defined as "Areas determined to be outside the 0.2% annual chance floodplain"

If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. The flood statement shall not create liability on the part of the surveyor.

- NOTES:**
- ALL EXISTING BUILDINGS TO BE REMOVED.
 - BEARING SYSTEM BASED ON THE TEXAS COORDINATE SYSTEM OF 1863, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983.
 - NO CURRENT OR PROPOSED ZONING REGULATIONS WITHIN E.T.J.
 - PROPERTY IS LOCATED WITHIN MUSTANG SUB (CJN 1196) FOR WATER SERVICE.
 - PROPERTY IS LOCATED WITHIN MUSTANG SUB (CJN 2093) FOR WASTEWATER SERVICE.
 - DEVELOPMENT SHALL COMPLY WITH THE DENTON COUNTY FIRE DEPARTMENT CODE.
 - DEVELOPMENT SHALL COMPLY WITH DENTON COUNTY DRAINAGE DESIGN MANUAL.

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	BEARING	LENGTH
C1	89°09'00"	38.00	47.57	N40°16'11"E	42.47	L1	S89°16'11"E	15.97
C2	89°09'18"	38.00	48.87	N40°16'22"W	43.39	L2	S89°16'11"E	15.87
C3	89°09'33"	54.00	84.47	N40°16'40"W	76.12	L3	S89°16'40"E	15.57
C4	89°09'48"	54.00	84.97	N40°16'40"W	76.47	L4	S89°16'40"E	15.50
C5	89°09'48"	35.00	43.32	S49°18'17"W	39.69	L5	S89°16'11"W	15.67
C6	89°09'18"	38.00	47.88	S49°18'09"E	42.37	L6	N89°16'11"W	8.97
C7	89°09'33"	38.00	47.37	S49°18'27"W	42.66			
C8	89°09'33"	35.00	46.83	N41°02'09"W	53.09			
C9	89°09'18"	38.00	47.20	N40°16'42"E	42.48			
C10	87°29'28"	54.00	77.84	N49°26'56"E	71.27			

Recommended for Approval

Chairperson, Planning and Zoning Commission _____ Date _____
 Town of Cross Roads, Texas

Approved for Preparation of Final Plat _____ Date _____
 Mayor, Town of Cross Roads

PRELIMINARY PLAT
LEGACY OAK GROVE
LOT 1, BLOCK A
 BEING 11.9206 ACRES OUT OF THE
 MARSELLA JONES SURVEY, ABSTRACT NO. 862
 TOWN OF CROSS ROADS, E.T.J.
 DENTON COUNTY, TEXAS

Kimley»Horn

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas, 75240 FIRM # 011-10506 Tel. No. (972) 770-1200 Fax No. (972) 218-3001

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	MGB/JCF	JAD	JUNE 2022	064805005	1 OF 1

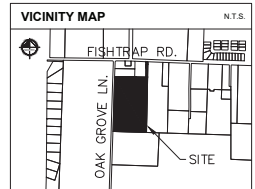
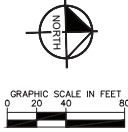
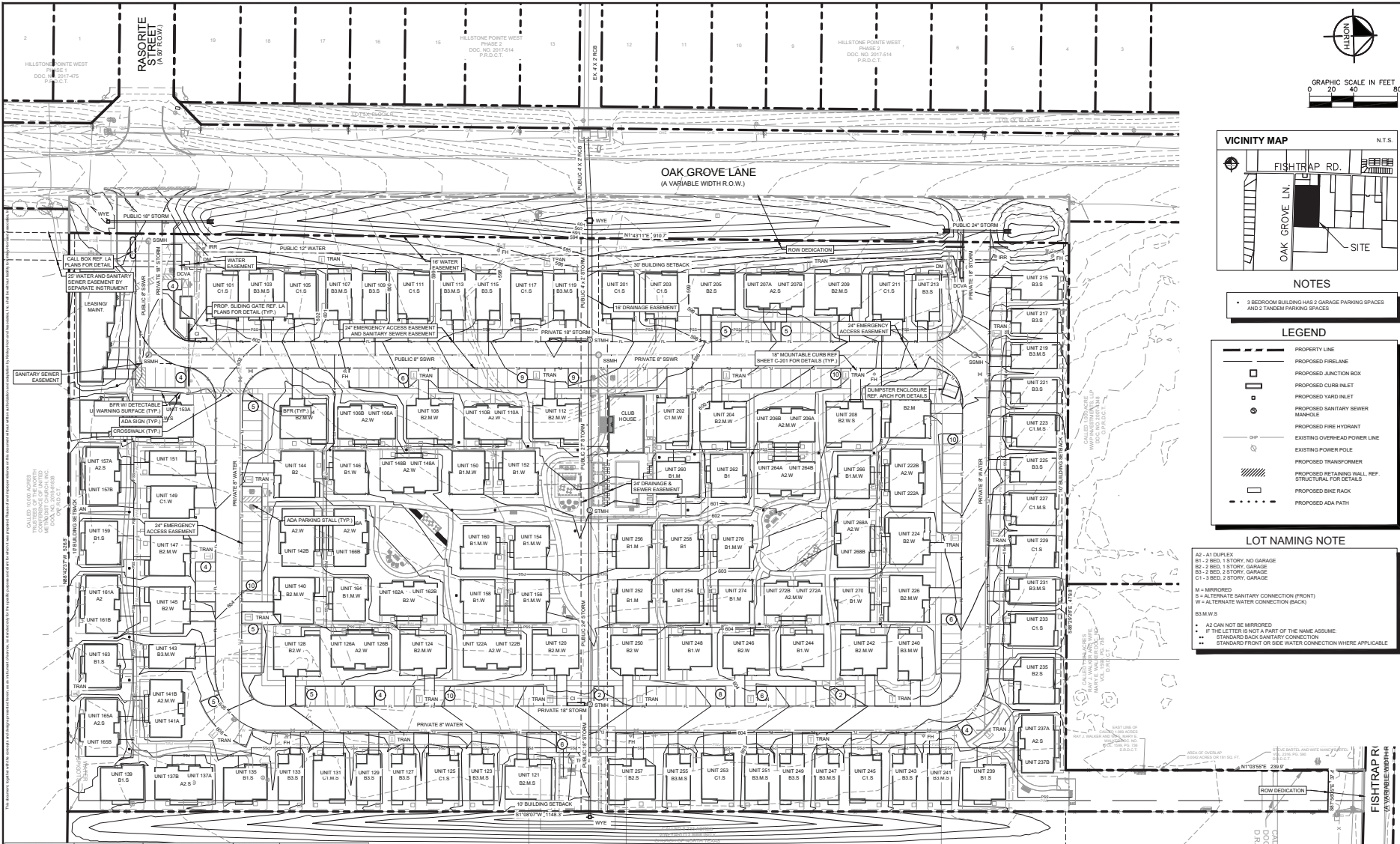
NO.	DATE	REVISIONS

LEGACY OAK GROVE
PREPARED FOR
LEGACY PARTNERS

PRELIMINARY PLAT

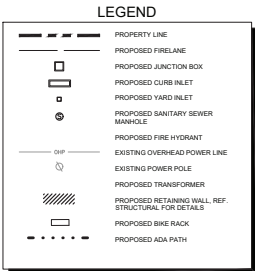
TOWN OF CROSS ROADS E.T.J., TEXAS

SHEET NUMBER
C-003



NOTES

- 3 BEDROOM BUILDING HAS 2 GARAGE PARKING SPACES AND 2 TANDEM PARKING SPACES



LOT NAMING NOTE

- A2 - A1 DUPLEX
- B1 - 2 BED, 1 STORY, NO GARAGE
- B2 - 2 BED, 1 STORY, GARAGE
- B3 - 2 BED, 2 STORY, GARAGE
- C1 - 1 BED, 2 STORY, GARAGE
- M - MIRROR
- S - ALTERNATE SANITARY CONNECTION (FRONT)
- W - ALTERNATE WATER CONNECTION (BACK)
- B3.M.W.S.
- A2 CAN NOT BE MIRROR
- IF THE LETTER IS NOT A PART OF THE NAME ASSUME STANDARD FRONT OR SIDE WATER CONNECTION WHERE APPLICABLE

Pod Type	Bedrooms	Stories	Garages	Tandem
Duplex - A	2	1	0	0
B	2	1	0	0
C	2	1	1	1
D	2	2	1	1
E	3	2	2	1

SITE INFORMATION

ZONING	CURRENT USE	PROPOSED ZONING	LOT AREA (AC.)	TOTAL UNITS	DENSITY
ETJ	UNDEVELOPED	ETJ	11.14	134 UNITS	12.03

SHOWN PER SITE PLAN

PROPOSED ZONING	REQUIRE PER CITY ORDINANCE
LEASING 1:350 PER SF	LEASING 1:350 PER SF
05 SPACES	05 SPACES
1.5 PER ONE-BEDROOM UNIT	2.0 PER ONE-BEDROOM UNIT
83 SPACES	84 SPACES
2.0 PER TWO-BEDROOM UNIT	2.0 PER TWO-BEDROOM UNIT
156 SPACES	150 SPACES
3.0 PER THREE-BEDROOM UNIT	3.0 PER THREE-BEDROOM UNIT
051 SPACES	061 SPACES
TOTAL	TOTAL
291 SPACES	290 SPACES
PER BED 1.20	PER BED 1.19

BUILDING INFORMATION

BUILDING TYPE	DESCRIPTION	STORIES	GARAGE	BLDGS	UNITS	% TOTAL	BLDG S.F.
Duplex - A	LEASING	1	0	1 BLDG	42 UNITS	(31.34%)	1,500 SF
B	ONE-BEDROOM UNIT	1	0	21 BLDGS	26 UNITS	(19.42%)	1,572 SF
C	TWO-BEDROOM UNIT	1	1	23 BLDGS	23 UNITS	(17.16%)	1,130 SF
D	TWO-BEDROOM UNIT	2	1	26 BLDGS	26 UNITS	(19.42%)	1,310 SF
E	THREE-BEDROOM UNIT	2	2	17 BLDGS	17 UNITS	(12.69%)	1,623 SF
TOTAL				134 BLDGS	134 UNITS		150,908 SF

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13455 NOL RD, TWO GALERIA OFFICE TOWER
SUITE 750 DALLAS, TX 75240
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WWW.KIMLEY-HORN.COM FAX: 972.342.2200

PRELIMINARY
Kimley-Horn
13455 NOL RD, SUITE 750, DALLAS, TX 75240
PH: 972.342.2200
WWW.KIMLEY-HORN.COM

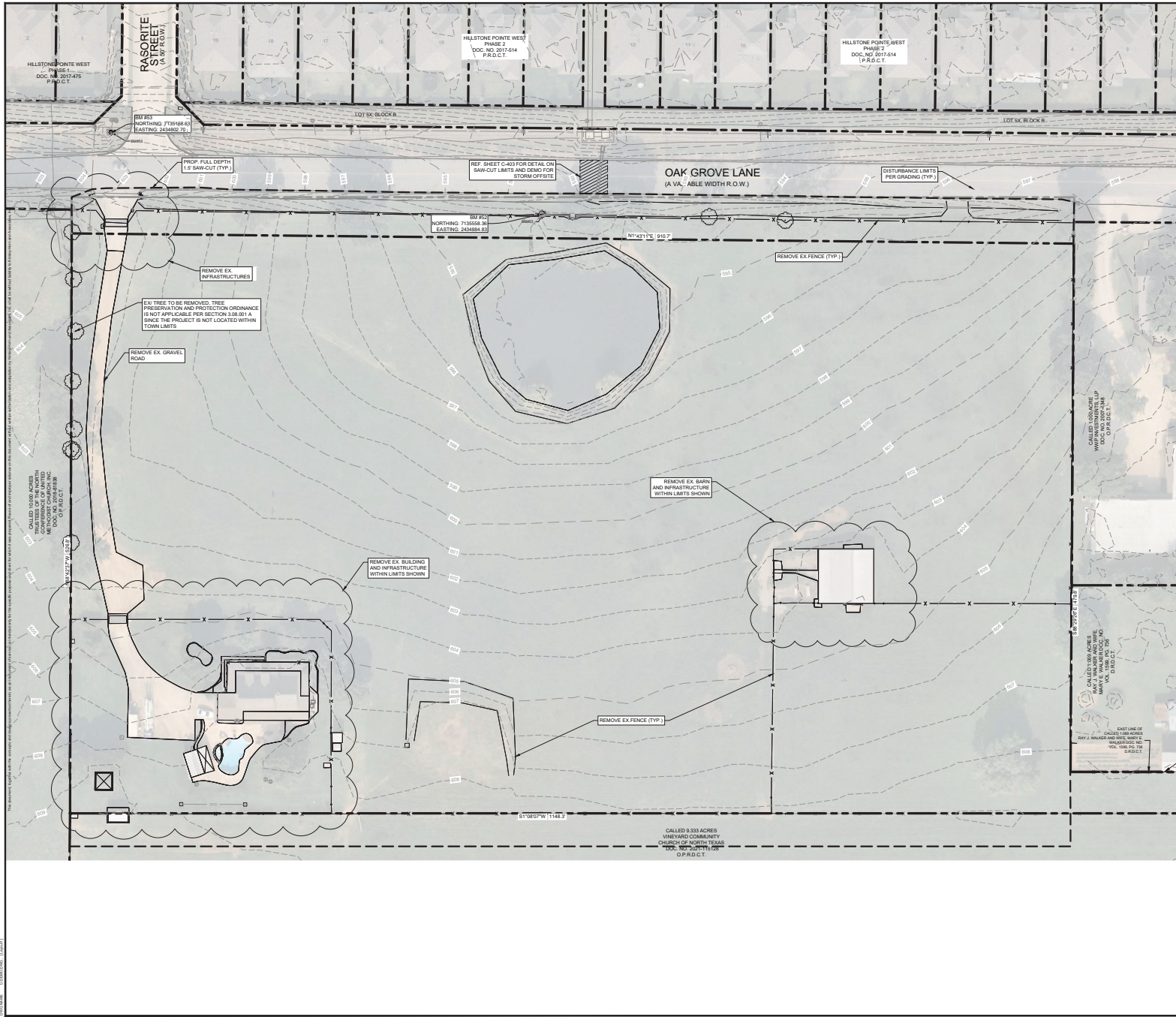
KHA PROJECT: LEGACY OAK GROVE
DATE: 7/21/2022
SCALE: AS SHOWN
DESIGNED BY: MTE
DRAWN BY: JMT
CHECKED BY: JMT

LEGACY OAK GROVE
PREPARED FOR:
LEGACY PARTNERS
TOWN OF CROSS ROADS ETJ, TEXAS

SITE PLAN

SHEET NUMBER
C-100

REVISIONS
NO. BY DATE



- ### NOTES
1. SAWCUTS FOR PAVEMENT REMOVAL SHALL BE FULL DEPTH.
 2. SAWCUT LIMITS ARE FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR IS RESPONSIBLE FOR DETERMINING REQUIRED WIDTH TO COMPLETE PROPOSED CONSTRUCTION ACTIVITIES WHILE MEETING CITY PERMIT REQUIREMENTS.
 3. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AT ALL TIMES DURING THE DEMOLITION PROCESS.
 4. CONTRACTOR SHALL PROTECT EXISTING STRUCTURES, LANDSCAPING MATERIALS, AND APPURTENANCES WHICH ARE NOT BEING DEMOLISHED.
 5. ALL MATERIALS REMOVED SHALL BE DISPOSED OF OFFSITE IN A LEGAL MANNER.
 6. TREE REMOVAL SHALL BE IN ACCORDANCE WITH OVERALL TREE MITIGATION PLAN. CONTRACTOR SHALL CONTACT CITY AGRICULTURIST PRIOR TO REMOVAL.

LEGEND

PROPERTY LINE	---
EXISTING TREE TO REMAIN	⊗
EXISTING TREE TO BE REMOVE	⊗
EASEMENT	---
EXISTING CONTOURS	---
EXISTING WATER LINE	---
EXISTING SANITARY SEWER	---
DISTURBANCE LIMITS	---

BENCHMARK LIST

#54 - (20-15-1) CITY OF ALBANY BENCHMARK ALUMINUM DISK (GEODETIC CONTROL) SURVEY MARKER, 8M SET FLUSH WITH NATURAL GROUND, 30' EAST OF THE CENTERLINE OF MAIN STREET, 30' SOUTH OF CENTERLINE OF ELM STREET, 4' NORTH OF THE NORTHWEST CORNER OF TOWNWALK APARTMENT PARKING LOT. ELEV. = 588.29
#50 - SQUARE WITH "X" CUT IN THE MIDDLE OF THE TOP OF THE HEADWALL ON THE SOUTH SIDE OF FISHTRAP ROAD, 250' EAST OF THE INTERSECTION OF OAK GROVE LANE AND FISHTRAP ROAD. ELEV. = 605.98
#51 - SQUARE WITH "X" CUT IN THE MIDDLE ON TOP OF THE HEADWALL AT SOUTHEAST CORNER OF THE INTERSECTION OF FISHTRAP ROAD AND ALAMANDINE AVENUE. ELEV. = 588.34
#52 - SQUARE WITH "X" CUT IN THE MIDDLE ON TOP OF THE ETDOWALL, 439' NORTH OF THE MAIN ENTRANCE TO 2308 OAK GROVE ROAD. ELEV. = 594.05
#53 - SQUARE WITH "X" CUT IN THE MIDDLE OF THE TOP OF HEADWALL ON SOUTHWEST CORNER OF THE INTERSECTION OF OAK GROVE ROAD AND RASORITE STREET. ELEV. = 599.07
#56 - SQUARE WITH "X" CUT IN THE MIDDLE ON WYE INLET AT NORTHWEST CORNER OF OAK GROVE ROAD & GRANITE WAY. ELEV. = 588.83
#57 - SQUARE WITH "X" CUT IN THE MIDDLE ON WYE INLET ON EAST SIDE OF OAK GROVE ROAD, 140' NORTH OF GRANITE WAY. ELEV. = 596.69

NO.	REVISIONS	DATE

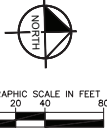
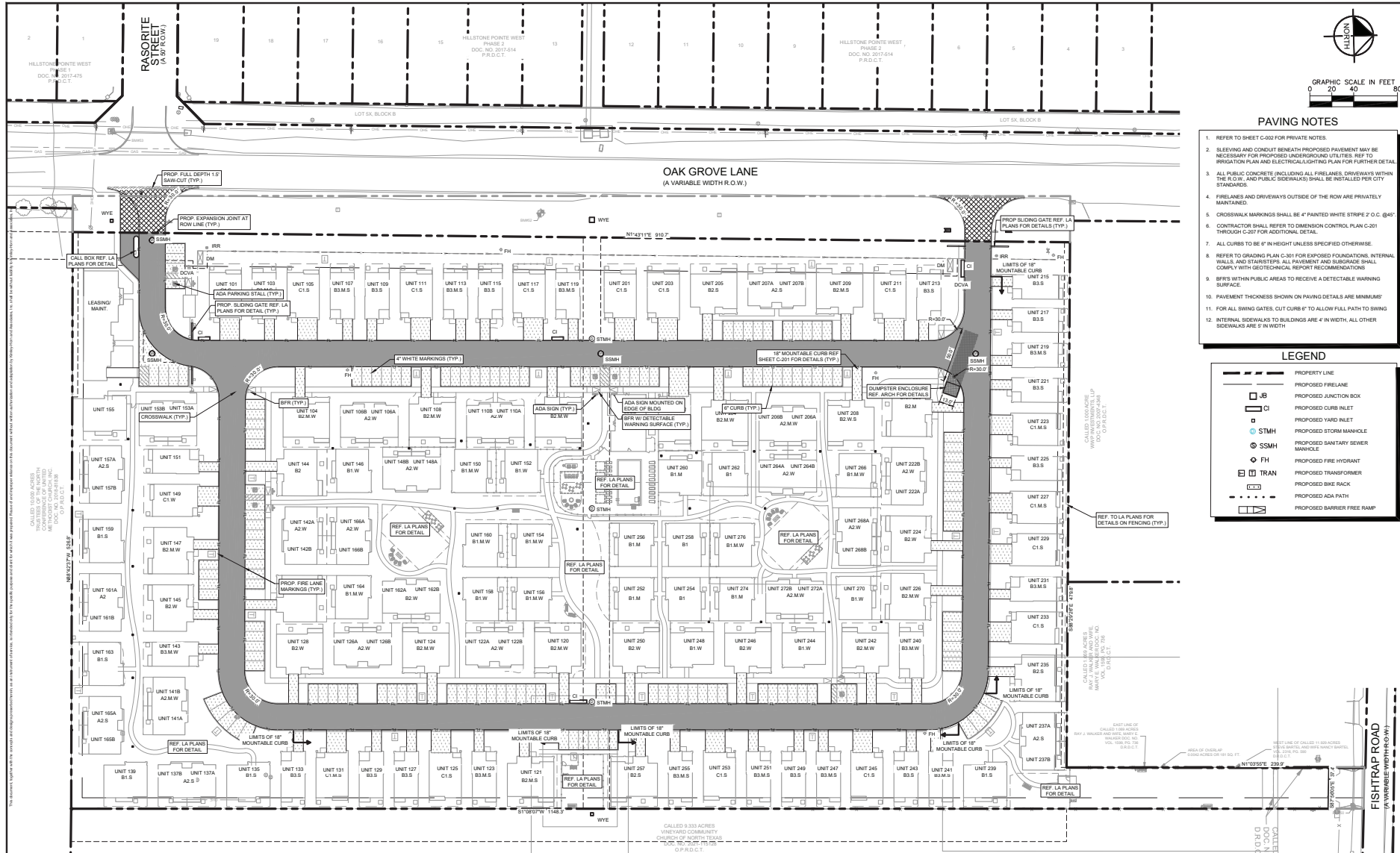
Kimley-Horn
 13455 NOEL RD, TWO GALERIA OFFICE TOWER
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 WWW.KIMLEY-HORN.COM FAX: 972.362.2830
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PRELIMINARY
Kimley-Horn
 13455 NOEL RD, SUITE 750, DALLAS, TX 75240
 PH: 972.362.2830
 WWW.KIMLEY-HORN.COM

LEGACY OAK GROVE
 PREPARED FOR
LEGACY PARTNERS
 TOWN OF GROSS ROADS ET AL, TEXAS

DEMOLITION PLAN

SHEET NUMBER
C-101



PAVING NOTES

1. REFER TO SHEET C-002 FOR PRIVATE NOTES.
2. SLEEPING AND CONDUIT BENEATH PROPOSED PAVEMENT MAY BE NECESSARY FOR PROPOSED UNDERGROUND UTILITIES. REF TO IRRIGATION PLAN AND ELECTRICAL LIGHTING PLAN FOR FURTHER DETAIL.
3. ALL PUBLIC CONCRETE INCLUDING ALL FIRELANES, DRIVEWAYS WITHIN THE R.O.W. AND PUBLIC SIDEWALKS SHALL BE INSTALLED PER CITY STANDARDS.
4. FIRELANES AND DRIVEWAYS OUTSIDE OF THE ROW ARE PRIVATELY MAINTAINED.
5. CROSSWALK MARKINGS SHALL BE 4" PAINTED WHITE STRIPE 2" O.C. @45°.
6. CONTRACTOR SHALL REFER TO DIMENSION CONTROL PLAN C-201 THROUGH C-207 FOR ADDITIONAL DETAIL.
7. ALL CURBS TO BE 4" IN HEIGHT UNLESS SPECIFIED OTHERWISE.
8. REFER TO GRADING PLAN C-301 FOR EXPOSED FOUNDATIONS, INTERNAL WALLS AND STAIRS/ELEV. ALL PAVEMENT AND SUBGRADE SHALL COMPLY WITH GEOTECHNICAL REPORT RECOMMENDATIONS.
9. SFRS WITHIN PUBLIC AREAS TO RECEIVE A DETECTABLE WARNING SURFACE.
10. PAVEMENT THICKNESS SHOWN ON PAVING DETAILS ARE MINIMUMS!
11. FOR ALL SWING GATES, CUT CURBS 6" TO ALLOW FALL PATH TO SWING.
12. INTERNAL SIDEWALKS TO BUILDINGS ARE 4" IN WIDTH, ALL OTHER SIDEWALKS ARE 5' IN WIDTH.

LEGEND

SYMBOL	PROPERTY LINE	PROPOSED FRELANE
□ JB	PROPOSED JUNCTION BOX	PROPOSED CURB INLET
□ CI	PROPOSED YARD INLET	PROPOSED STORM MANHOLE
⊙ STMH	PROPOSED SANITARY SEWER MANHOLE	PROPOSED FIRE HYDRANT
⊙ FH	PROPOSED TRANSFORMER	PROPOSED BIKE RACK
⊙ TRAN	PROPOSED ADA PATH	PROPOSED ADA PATH
---	PROPOSED BARRIER FREE RAMP	

NO.	REVISIONS	DATE

Kimley-Horn
 13455 NOEL RD., TWO GALERIA OFFICE TOWER
 SUITE 700 DALLAS, TX 75240
 PH: 972.412.1000 FAX: 972.412.1028
 WWW.KIMLEY-HORN.COM TXF-2028
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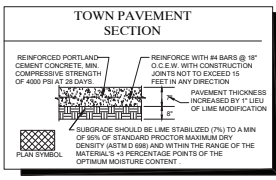
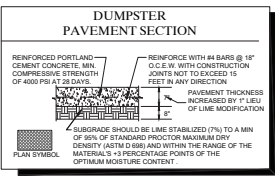
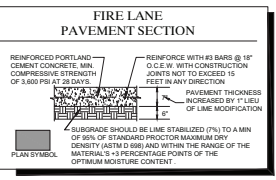
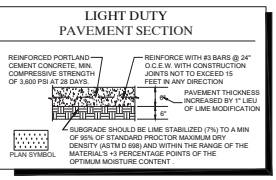
PRELIMINARY
Kimley-Horn
 13455 NOEL RD., TWO GALERIA OFFICE TOWER
 SUITE 700 DALLAS, TX 75240
 PH: 972.412.1000 FAX: 972.412.1028
 WWW.KIMLEY-HORN.COM TXF-2028
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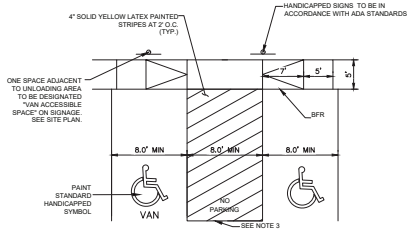
KHA PROJECT: 22-000001-01
 DATE: 7/21/2022
 SCALE: AS SHOWN
 DESIGNED BY: MTE
 DRAWN BY: JWH
 CHECKED BY: JWH

LEGACY OAK GROVE
 PREPARED FOR:
LEGACY PARTNERS
 TOWN OF CROSS ROADS ETJ, TEXAS

PAVING PLAN

SHEET NUMBER
C-200

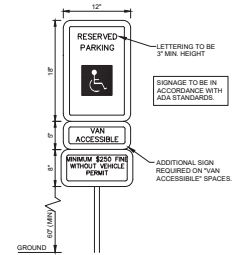




- NOTES:**
1. DIMENSIONS MAY VARY REFER TO SITE GEOMETRICS PLAN
 2. SIGNAGE AND MARKINGS TO BE IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS
 3. "NO PARKING" TO BE PAINTED IN THE CENTER OF ACCESSIBLE ASILE. LETTER HEIGHT TO BE A MINIMUM OF 12" AND A STROKE WIDTH OF AT LEAST 2"
 4. BOTH THE PARKING SPACE AND ACCESSIBLE ASILE SHALL BE LEVEL WITH A SLOPE OF 1/48 PR 2% MAX IN ALL DIRECTIONS.

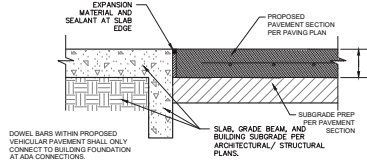
ACCESSIBLE PARKING DETAIL

NOT TO SCALE



ADA SIGN DETAIL

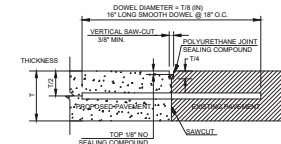
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DOWEL BARS WITHIN PROPOSED VERTICAL PAVEMENT SHALL ONLY CONNECT TO BUILDING FOUNDATION AT ADA CONNECTIONS

EXPANSION JOINT AT SLAB EDGE

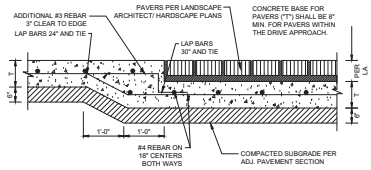
NOT TO SCALE



NOTE:
 1. DOWEL BARS SHALL BE DRILLED INTO PAVEMENT HORIZONTALLY BY USE OF A MECHANICAL RIS.
 2. DRILLING BY HAND IS NOT ACCEPTABLE. PUSHING DOWEL BARS INTO GREEN CONCRETE IS NOT ACCEPTABLE.

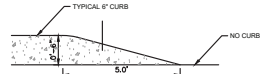
LONGITUDINAL BUTT JOINT

NOT TO SCALE



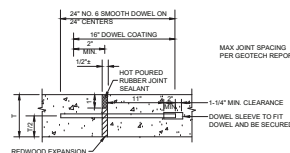
CONCRETE WITH PAVERS

NOT TO SCALE



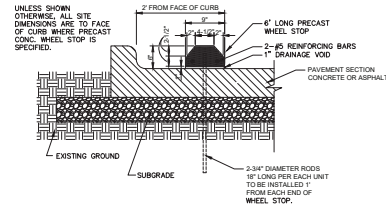
CURB TO NO-CURB TRANSITION

NOT TO SCALE



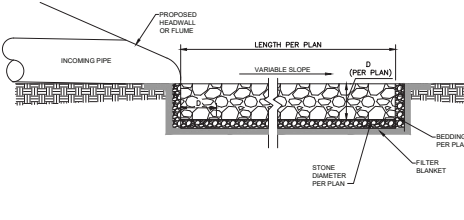
EXPANSION JOINT

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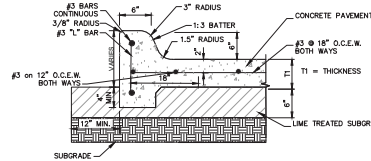
PRECAST CONCRETE WHEEL STOP

NOT TO SCALE



ROCK RIP-RAP TYPICAL SECTION

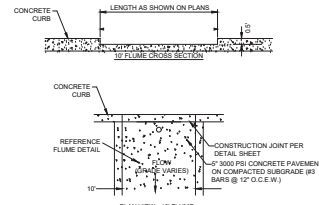
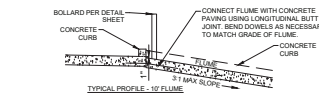
NOT TO SCALE



CONCRETE PAVEMENT W/ INTEGRAL CURB SECTION

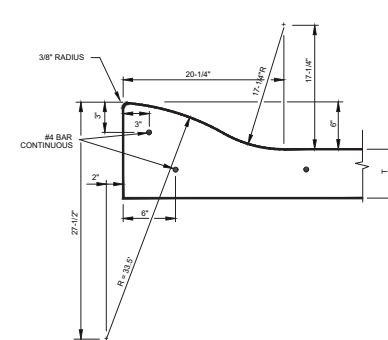
NOT TO SCALE

- NOTES:**
1. REFER TO GEOTECHNICAL REPORT FOR ALL SUBGRADE COMPACTION, AND PAVEMENT MATERIAL SPECIFICATIONS AND THICKNESS
 2. CURB EMBELEMMENT INTO SUBGRADE RECOMMENDED PER GEOTECHNICAL INVESTIGATION.



CONCRETE FLUME DETAIL

NOT TO SCALE



MOUNTABLE CURB

NOT TO SCALE

NO.	REVISIONS	DATE

Kimley-Horn
 13455 NOEL RD. TWO GALERIA OFFICE TOWER
 SUITE 750 DALLAS, TX 75240
 PHONE: 972.243.1300
 WWW.KIMLEY-HORN.COM TXF-2208
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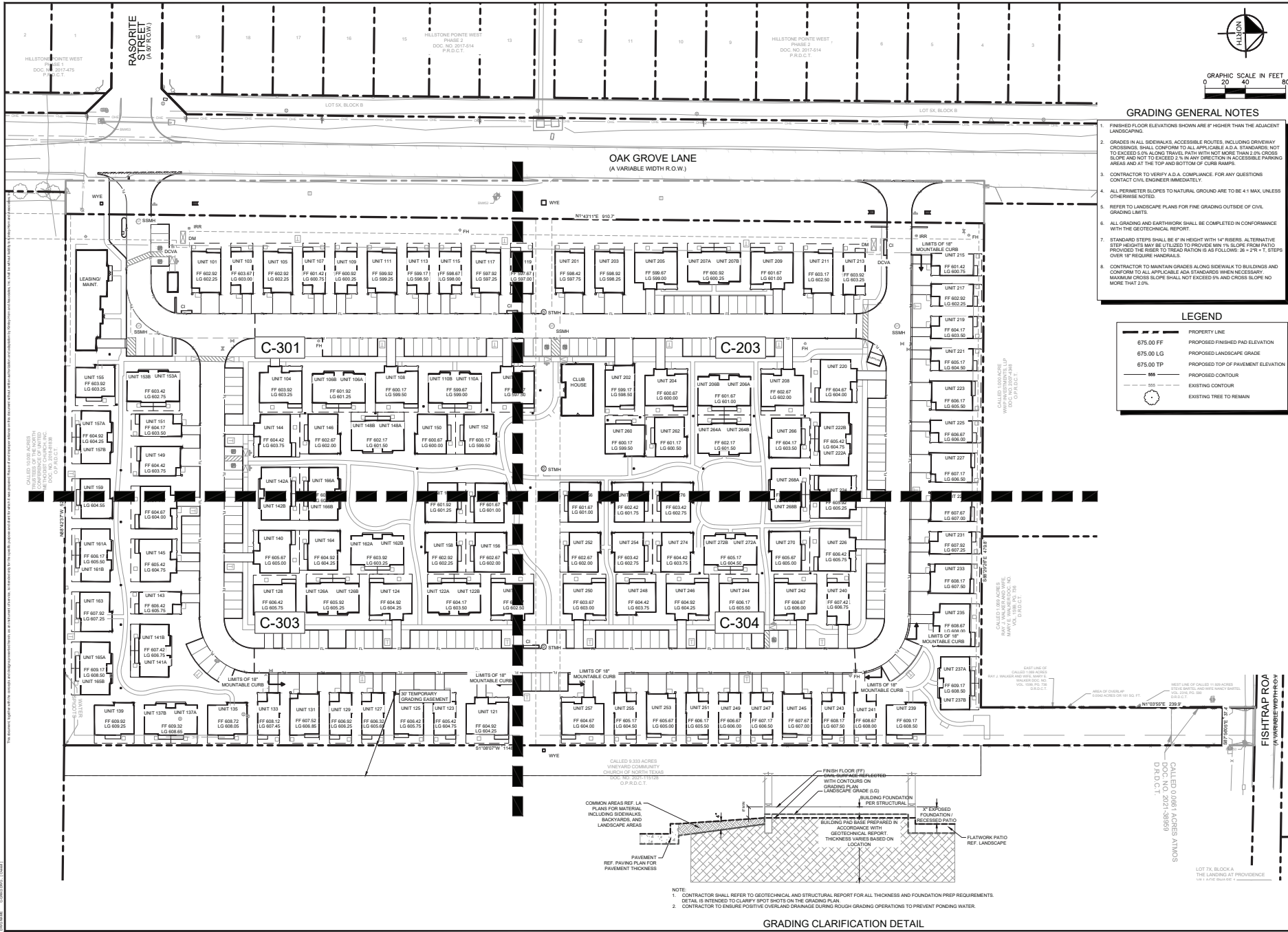
PRELIMINARY
Kimley-Horn
 13455 Noel Rd., Suite 750, Dallas, TX 75240
 Phone: 972.243.1300
 www.kimley-horn.com

KHA PROJECT NO.	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
	7/21/2022	A3/B SHOWN			

LEGACY OAK GROVE
 PREPARED FOR
LEGACY PARTNERS
 TOWN OF CROSS ROADS ETJ, TEXAS

PAVING DETAILS

SHEET NUMBER
C-201

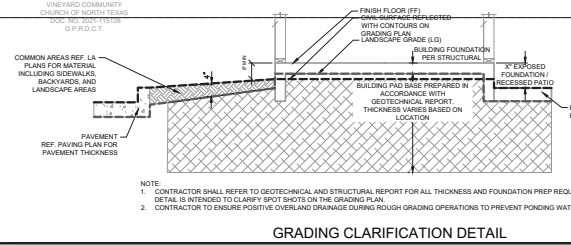


GRADING GENERAL NOTES

1. FINISHED FLOOR ELEVATIONS SHALL BE 6" HIGHER THAN THE ADJACENT LANDSCAPING.
2. GRADES IN ALL SIDEWALKS, ACCESSIBLE ROUTES, INCLUDING DRIVEWAY CROSSINGS, SHALL CONFORM TO ALL APPLICABLE A.D.A. STANDARDS. NOT TO EXCEED 5.0% ON LEVEL TRAVEL PATH WITH NOT MORE THAN 2.0% CROSS SLOPE AND NOT TO EXCEED 3.0% IN ANY DIRECTION IN ACCESSIBLE PARKING AREAS AND AT THE TOP AND BOTTOM OF CURB RAMP.
3. CONTRACTOR TO VERIFY A.D.A. COMPLIANCE. FOR ANY QUESTIONS CONTACT CIVIL ENGINEER IMMEDIATELY.
4. ALL PERMETER SLOPES TO NATURAL GROUND ARE TO BE 4:1 MAX. UNLESS OTHERWISE NOTED.
5. REFER TO LANDSCAPE PLANS FOR FINE GRADING OUTSIDE OF CIVIL GRADING LIMITS.
6. ALL GRADING AND EARTHWORK SHALL BE COMPLETED IN CONFORMANCE WITH THE GEOTECHNICAL REPORT.
7. STANDARD STEPS SHALL BE 6" IN HEIGHT WITH 14" RISERS. ALTERNATIVE STEP HEIGHTS MAY BE UTILIZED TO PROVIDE MIN 1% SLOPE FROM PATIO PROVIDED THE RISER TO TREAD RATION IS AS FOLLOWS: 28" R + 1" STEPS OVER 18" REQUIRE HANDRAILS.
8. CONTRACTOR TO MAINTAIN GRADES ALONG SIDEWALK TO BUILDINGS AND CONFORM TO ALL APPLICABLE A.D.A. STANDARDS WHEN NECESSARY. MAXIMUM CROSS SLOPE SHALL NOT EXCEED 3% AND CROSS SLOPE NO MORE THAN 2.0%.

LEGEND

675.00 FF	PROPERTY LINE
675.00 LG	PROPOSED FINISHED PAD ELEVATION
675.00 TP	PROPOSED LANDSCAPE GRADE
675.00 LG	PROPOSED TOP OF PAVEMENT ELEVATION
665	PROPOSED CONTOUR
---	EXISTING CONTOUR
(Symbol)	EXISTING TREE TO REMAIN

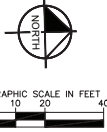
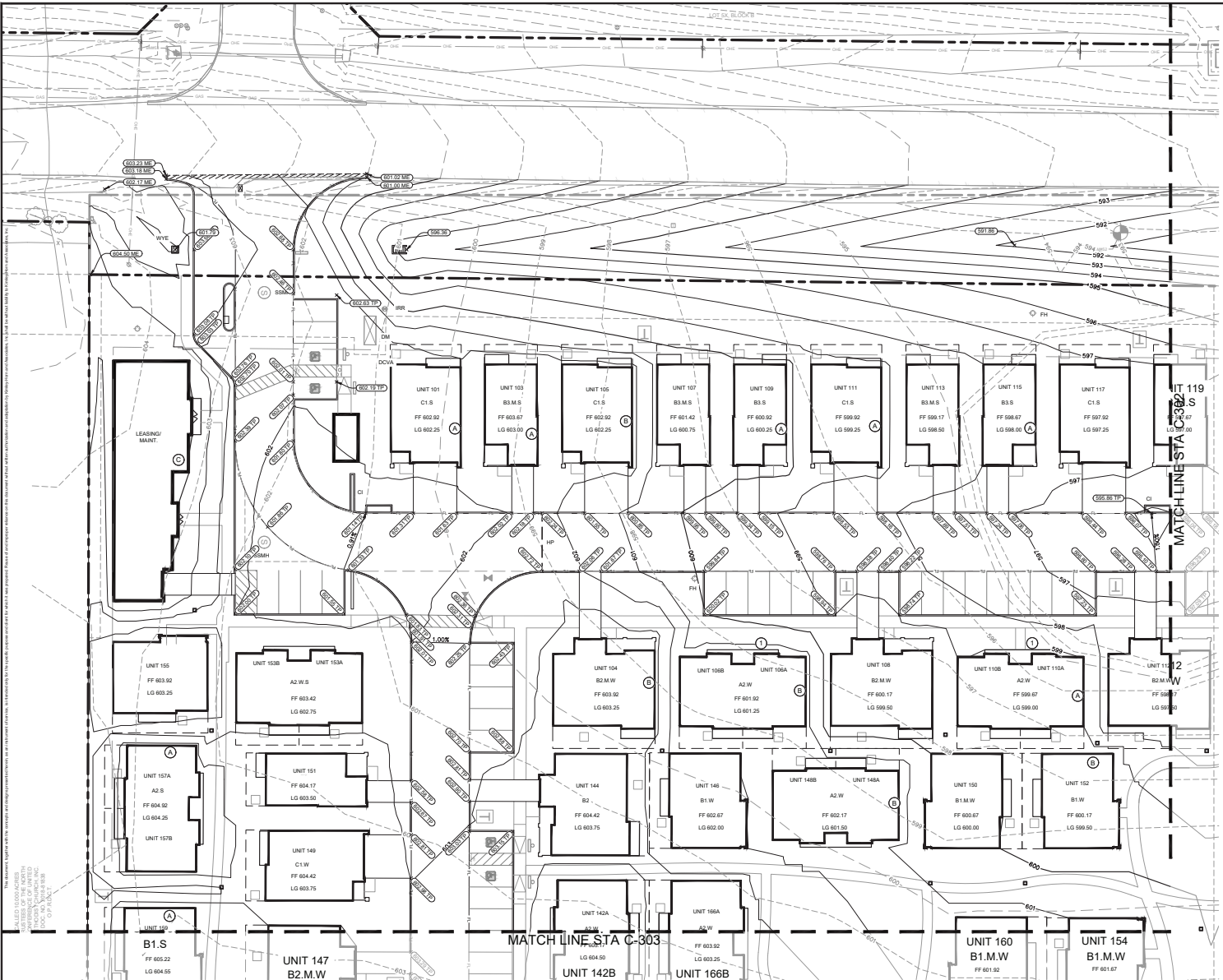


- NOTE:
1. CONTRACTOR SHALL REFER TO GEOTECHNICAL AND STRUCTURAL REPORT FOR ALL THICKNESS AND FOUNDATION PREP REQUIREMENTS. DETAIL IS INTENDED TO CLARIFY SPOT SHOTS ON THE GRADING PLAN.
 2. CONTRACTOR TO ENSURE POSITIVE OVERLAND DRAINAGE DURING ROUGH GRADING OPERATIONS TO PREVENT PONDING WATER.

13455 NOEL RD., TWO GALERIA OFFICE TOWER SUITE 750 DALLAS, TX 75240 PH: 972.342.2200 WWW.KIMLEY-HORN.COM TX-228	
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KHA PROJECT 08/22/22 7/21/2022	SCALE AS SHOWN DESIGNED BY WTE DRAWN BY WTE CHECKED BY JWH
LEGACY OAK GROVE PREPARED FOR LEGACY PARTNERS TOWN OF CROSS ROADS ETJ, TEXAS	
OVERALL GRADING PLAN	
SHEET NUMBER C-300	

DATE: 07/21/2022
 DRAWN BY: JWH
 CHECKED BY: JWH
 DESIGNED BY: MTE
 SCALE: AS SHOWN
 PROJECT NO: 2022-0001
 SHEET NO: C-301
 TOTAL SHEETS: 4

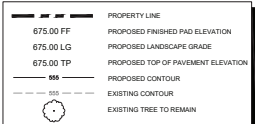
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GRADING GENERAL NOTES

1. FINISHED FLOOR ELEVATIONS SHOWN ARE IF HIGHER THAN THE ADJACENT LANDSCAPING.
2. GRADERS IN ALL SIDEWALKS, ACCESSIBLE ROUTES, INCLUDING DRIVEWAY CROSSINGS, SHALL CONFORM TO ALL APPLICABLE A.D.A. STANDARDS, NOT TO EXCEED 5.0% ALONG TRAVEL PATH WITH NOT MORE THAN 2.0% CROSS SLOPE AND NOT TO EXCEED 3% IN ANY DIRECTION IN ACCESSIBLE PARKING AREAS AND AT THE TOP AND BOTTOM OF CURB RAMPS.
3. CONTRACTOR TO VERIFY A.D.A. COMPLIANCE. FOR ANY QUESTIONS CONTACT CIVIL ENGINEER IMMEDIATELY.
4. ALL PERIMETER SLOPES TO NATURAL GROUND ARE TO BE 4:1 MAX, UNLESS OTHERWISE NOTED.
5. REFER TO LANDSCAPE PLANS FOR FINE GRADING OUTSIDE OF CIVIL GRADING LIMITS.
6. ALL GRADING AND EARTHWORK SHALL BE COMPLETED IN CONFORMANCE WITH THE GEOTECHNICAL REPORT.
7. STANDARD STEPS SHALL BE 6" IN HEIGHT WITH 14" RISERS. ALTERNATIVE STEP HEIGHTS MAY BE UTILIZED TO PROVIDE MIN 1% SLOPE FROM PATIO PROVIDED THE RISER TO TREAD RATION IS AS FOLLOWS: 2R + 1. STEPS OVER 18" REQUIRE HANDRAILS.
8. CONTRACTOR TO MAINTAIN GRADING ALONG SIDEWALK TO BUILDINGS AND CONFORM TO ALL APPLICABLE ADA STANDARDS WHEN NECESSARY. MAXIMUM CROSS SLOPE SHALL NOT EXCEED 3% AND CROSS SLOPE NO MORE THAN 2%.

LEGEND



KEYNOTE



LOT NAMING NOTE

- A2 - A1 DUPLEX
- B1 - 2 BED, 1 STORY, NO GARAGE
- B2 - 3 BED, 1 STORY, GARAGE
- B3 - 2 BED, 2 STORY, GARAGE
- C1 - 1 BED, 3 STORY, GARAGE
- M = MIRROR
- S = ALTERNATE SANITARY CONNECTION (FRONT)
- W = ALTERNATE WATER CONNECTION (BACK)
- B3.M.W.
- A2 CAN NOT BE MIRROR
- IF THE LETTER IS NOT A PART OF THE NAME ASSUME:
 - STANDARD BACK SANITARY CONNECTION
 - STANDARD FRONT OR SIDE WATER CONNECTION WHERE APPLICABLE

NO.	REVISIONS	DATE

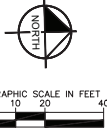
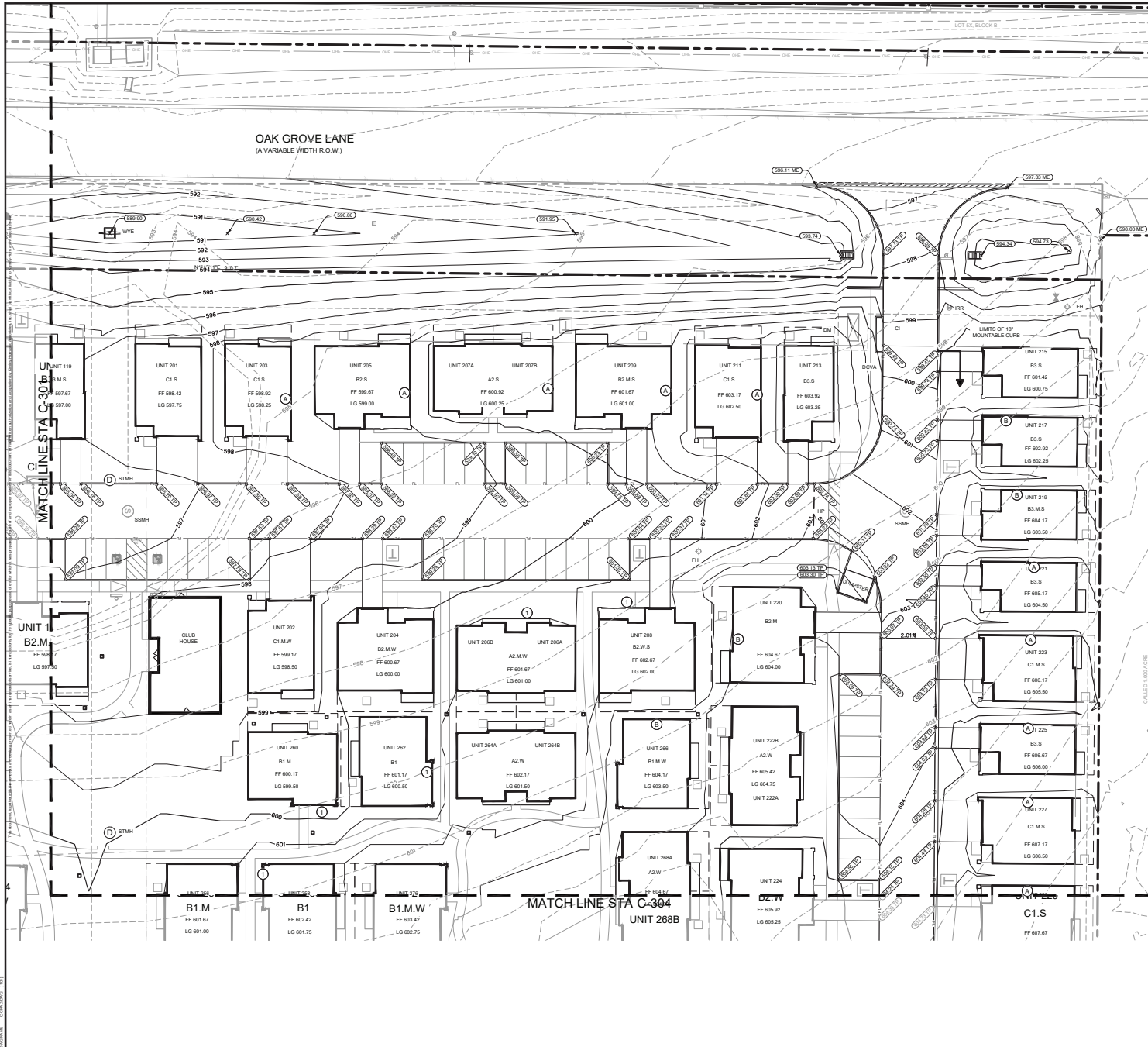
Kimley-Horn
 13455 NOEL RD, TWO GALLERIA OFFICE TOWER
 SUITE 700 DALLAS, TX 75240
 PH: 972.362.2830
 WWW.KIMLEY-HORN.COM FAX: 972.362.2830
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PRELIMINARY
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 WWW.KIMLEY-HORN.COM FAX: 972.362.2830
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KHA PROJECT NO: 2022-0001
 DATE: 7/21/2022
 SCALE: AS SHOWN
 DESIGNED BY: MTE
 DRAWN BY: JWH
 CHECKED BY: JWH

LEGACY OAK GROVE
 PREPARED FOR
LEGACY PARTNERS
 TOWN OF CROSS ROADS ETJ, TEXAS

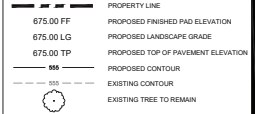
SHEET NUMBER
C-301



GRADING GENERAL NOTES

1. FINISHED FLOOR ELEVATIONS SHOWN ARE IF HIGHER THAN THE ADJACENT LANDSCAPING.
2. GRADES IN ALL SIDEWALKS, ACCESSIBLE ROUTES, INCLUDING DRIVEWAY CROSSINGS, SHALL CONFORM TO ALL APPLICABLE A.D.A. STANDARDS. NOT TO EXCEED 5.0% ALONG TRAVEL PATH WITH NOT MORE THAN 2.0% CROSS SLOPE AND NOT TO EXCEED 3% IN ANY DIRECTION IN ACCESSIBLE PARKING AREAS AND AT THE TOP AND BOTTOM OF CURB RAMPS.
3. CONTRACTOR TO VERIFY A.D.A. COMPLIANCE. FOR ANY QUESTIONS CONTACT CIVIL ENGINEER IMMEDIATELY.
4. ALL PERIMETER SLOPES TO NATURAL GROUND ARE TO BE 4:1 MAX. UNLESS OTHERWISE NOTED.
5. REFER TO LANDSCAPE PLANS FOR FINE GRADING OUTSIDE OF CIVIL GRADING LIMITS.
6. ALL GRADING AND EARTHWORK SHALL BE COMPLETED IN CONFORMANCE WITH THE GEOTECHNICAL REPORT.
7. STANDARD STEPS SHALL BE 6" IN HEIGHT WITH 14" RISERS. ALTERNATIVE STEP HEIGHTS MAY BE UTILIZED TO PROVIDE MIN 1% SLOPE FROM PATIO PROVIDED THE RISER TO TREAD RATIO IS AS FOLLOWS: 20 + 2R + 1. STEPS OVER 18" REQUIRE HANDRAILS.
8. CONTRACTOR TO MAINTAIN GRADES ALONG SIDEWALK TO BUILDINGS AND CONFORM TO ALL APPLICABLE ADA STANDARDS WHEN NECESSARY. MAXIMUM CROSS SLOPE SHALL NOT EXCEED 2% AND CROSS SLOPE NO MORE THAN 2.0%.

LEGEND



KEYNOTE



LOT NAMING NOTE

- A2 - A1 DUPLEX
- B1 - 2 BED, 1 STORY, NO GARAGE
- B2 - 2 BED, 1 STORY, GARAGE
- B3 - 2 BED, 2 STORY, GARAGE
- C1 - 3 BED, 2 STORY, GARAGE
- M = MIRROR
- S = ALTERNATE SANITARY CONNECTION (FRONT)
- W = ALTERNATE WATER CONNECTION (BACK)
- B3.M.W.S.
- A2 CAN NOT BE MIRROR
- IF THE LETTER IS NOT A PART OF THE NAME ASSUME:
 - STANDARD BACK SANITARY CONNECTION
 - STANDARD FRONT OR SIDE WATER CONNECTION WHERE APPLICABLE

NO.	REVISIONS	DATE	BY

Kimley-Horn
 13455 NOEL RD., TWO GALLERIA OFFICE TOWER
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 PH: 972.343.8300
 WWW.KIMLEY-HORN.COM FAX: 972.343.8320
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 PH: 972.343.8300
 WWW.KIMLEY-HORN.COM FAX: 972.343.8320

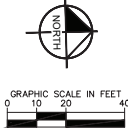
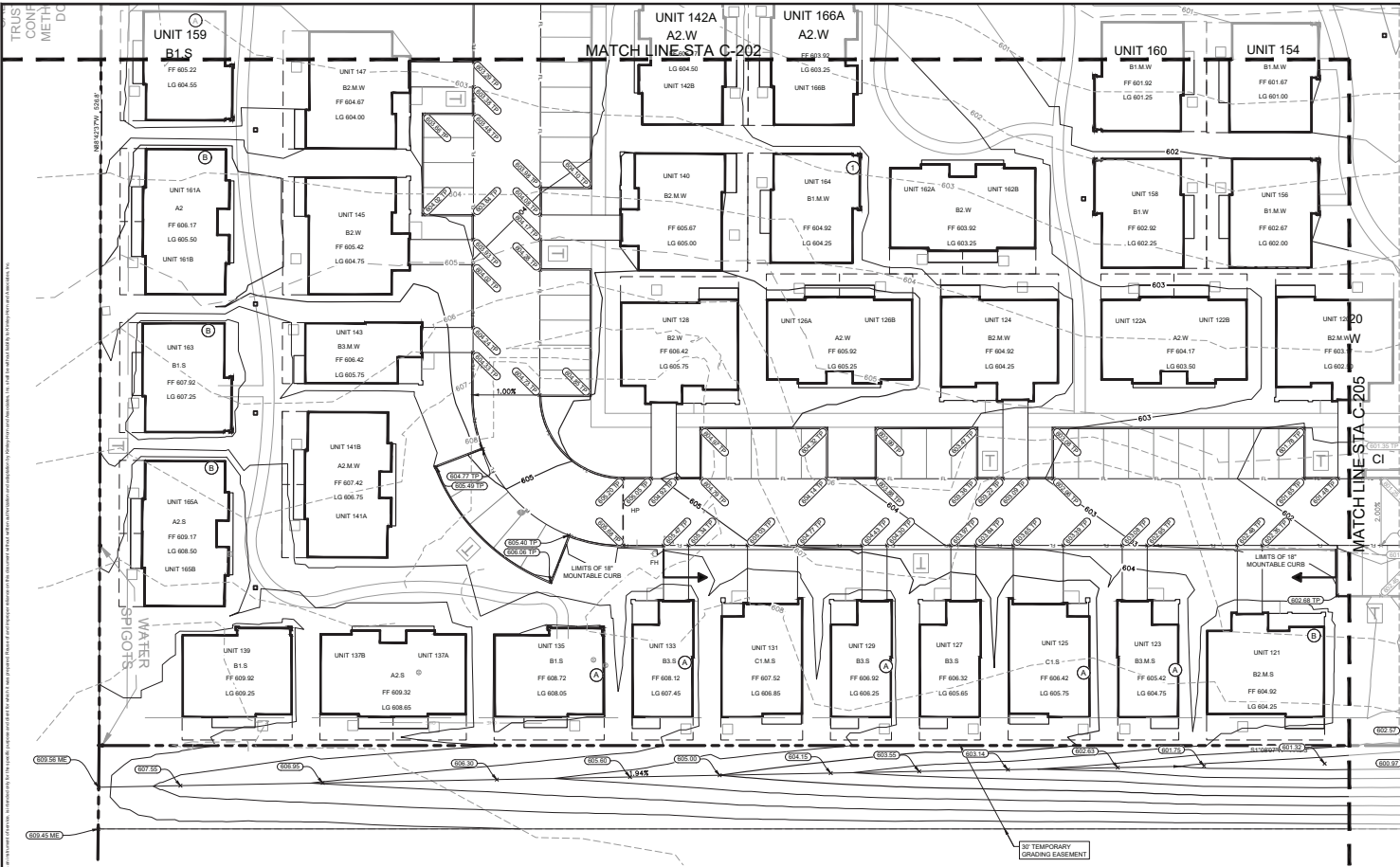
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LEGACY OAK GROVE	7/21/2022	A3 SHOWN	MTE	JMT	JMT

LEGACY OAK GROVE
 PREPARED FOR
LEGACY PARTNERS
 TOWN OF CROSS ROADS ETJ, TEXAS

GRADING PLAN
 (2 OF 4)

SHEET NUMBER
C-302

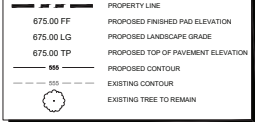
DATE: 07/21/2022
 DRAWN BY: JWH
 CHECKED BY: JWH
 DESIGNED BY: MTE
 SCALE: AS SHOWN
 PROJECT NO: 2022-001
 SHEET NO: 303 OF 303



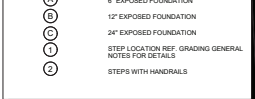
GRADING GENERAL NOTES

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2. GRADES IN ALL SIDEWALKS, ACCESSIBLE ROUTES, INCLUDING DRIVEWAY CROSSINGS, SHALL CONFORM TO ALL APPLICABLE A.D.A. STANDARDS, NOT TO EXCEED 5% ALONG TRAVEL PATH WITH NOT MORE THAN 2.0% CROSS SLOPE AND NOT TO EXCEED 3% IN ANY DIRECTION IN ACCESSIBLE PARKING AREAS AND AT THE TOP AND BOTTOM OF CURB RAMPS.
3. CONTRACTOR TO VERIFY A.D.A. COMPLIANCE. FOR ANY QUESTIONS CONTACT CIVIL ENGINEER IMMEDIATELY.
4. ALL PERIMETER SLOPES TO NATURAL GROUND ARE TO BE 4:1 MAX. UNLESS OTHERWISE NOTED.
5. REFER TO LANDSCAPE PLANS FOR FINE GRADING OUTSIDE OF CIVIL GRADING LIMITS.
6. ALL GRADING AND EARTHWORK SHALL BE COMPLETED IN CONFORMANCE WITH THE GEOTECHNICAL REPORT.
7. STANDARD STEPS SHALL BE 6" IN HEIGHT WITH 14" RISERS. ALTERNATIVE STEP HEIGHTS MAY BE UTILIZED TO PROVIDE MIN 1% SLOPE FROM PATIO PROVIDED THE RISER TO TREAD RATION IS AS FOLLOWS: 2R + T. STEPS OVER 18" REQUIRE HANDRAILS.
8. CONTRACTOR TO MAINTAIN GRADING ALONG SIDEWALK TO BUILDINGS AND CONFORM TO ALL APPLICABLE ADA STANDARDS WHEN NECESSARY. MAXIMUM CROSS SLOPE SHALL NOT EXCEED 3% AND CROSS SLOPE NO MORE THAN 2%.

LEGEND



KEYNOTE



LOT NAMING NOTE

- A2 - A1 DUPLEX
- B1 - 2 BED, 1 STORY, NO GARAGE
- B2 - 3 BED, 1 STORY, GARAGE
- B3 - 2 BED, 2 STORY, GARAGE
- C1 - 1 BED, 2 STORY, GARAGE
- M = MIRROR
- S = ALTERNATE SANITARY CONNECTION (FRONT)
- W = ALTERNATE WATER CONNECTION (BACK)
- B3.M.W.S.
- A2 CAN NOT BE MIRROR
- IF THE LETTER IS NOT A PART OF THE NAME ASSUME:
 - STANDARD BACK SANITARY CONNECTION
 - STANDARD FRONT OR SIDE WATER CONNECTION WHERE APPLICABLE

NO.	REVISIONS	DATE	BY

Kimley-Horn
 13455 NOEL RD., TWO GALERIA OFFICE TOWER
 SUITE 750 DALLAS, TX 75240
 PHONE: 214.635.1100
 WWW.KIMLEY-HORN.COM FAX 214.635.1100
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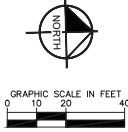
PRELIMINARY
Kimley-Horn

KHA PROJECT NO:	2022-001
DATE:	7/21/2022
SCALE:	AS SHOWN
DESIGNED BY:	MTE
DRAWN BY:	JWH
CHECKED BY:	JWH

LEGACY OAK GROVE
 PREPARED FOR
LEGACY PARTNERS
 TOWN OF CROSSROADS ETJ, TEXAS

GRADING PLAN
(3 OF 4)

SHEET NUMBER
C-303



GRADING GENERAL NOTES

1. FINISHED FLOOR ELEVATIONS SHOWN ARE IF HIGHER THAN THE ADJACENT LANDSCAPING.
2. GRADES IN ALL SIDEWALKS, ACCESSIBLE ROUTES, INCLUDING DRIVEWAY CROSSINGS, SHALL CONFORM TO ALL APPLICABLE A.S.A. STANDARDS. NOT TO EXCEED 5% ALONG TRAVEL PATH WITH NOT MORE THAN 2.0% CROSS SLOPE AND NOT TO EXCEED 3% IN ANY DIRECTION IN ACCESSIBLE PARKING AREAS AND AT THE TOP AND BOTTOM OF CURB RAMPS.
3. CONTRACTOR TO VERIFY A.D.A. COMPLIANCE. FOR ANY QUESTIONS CONTACT CIVIL ENGINEER IMMEDIATELY.
4. ALL PERMETER SLOPES TO NATURAL GROUND ARE TO BE 4:1 MAX, UNLESS OTHERWISE NOTED.
5. REFER TO LANDSCAPE PLANS FOR FINE GRADING OUTSIDE OF CIVIL GRADING LIMITS.
6. ALL GRADING AND EARTHWORK SHALL BE COMPLETED IN CONFORMANCE WITH THE GEOTECHNICAL REPORT.
7. STANDARD STEPS SHALL BE 6" IN HEIGHT WITH 14" RISERS. ALTERNATIVE STEP HEIGHTS MAY BE UTILIZED TO PROVIDE MIN 1% SLOPE FROM PATIO PROVIDED THE RISER TO TREAD RATION IS AS FOLLOWS: 2:1 + 2R + 1. STEPS OVER 18" REQUIRE HANDRAILS.
8. CONTRACTOR TO MAINTAIN GRADES ALONG SIDEWALK TO BUILDINGS AND CONFORM TO ALL APPLICABLE A.S.A. STANDARDS WHEN NECESSARY. MAXIMUM CROSS SLOPE SHALL NOT EXCEED 3% AND CROSS SLOPE NO MORE THAN 2.0%.

LEGEND

- PROPERTY LINE
- 675.00 FF PROPOSED FINISHED PAD ELEVATION
- 675.00 LG PROPOSED LANDSCAPE GRADE
- 675.00 TP PROPOSED TOP OF PAVEMENT ELEVATION
- 685 PROPOSED CONTOUR
- EXISTING CONTOUR
- EXISTING TREE TO REMAIN

KEYNOTE

- 6" EXPOSED FOUNDATION
- 12" EXPOSED FOUNDATION
- 34" EXPOSED FOUNDATION
- STEP LOCATION REF. GRADING GENERAL NOTES FOR DETAILS
- STEPS WITH HANDRAILS

LOT NAMING NOTE

- A2 - A1 DUPLEX
- B1 - 2 BED, 1 STORY, NO GARAGE
- B2 - 3 BED, 1 STORY, GARAGE
- B3 - 2 BED, 2 STORY, GARAGE
- C1 - 3 BED, 2 STORY, GARAGE
- M - MIRROR
- S - ALTERNATE SANITARY CONNECTION (FRONT)
- W - ALTERNATE WATER CONNECTION (BACK)
- B3.M.W.S.
- A2 CAN NOT BE MIRROR
- IF THE LETTER IS NOT A PART OF THE NAME ASSUME:
 - STANDARD BACK SANITARY CONNECTION
 - STANDARD FRONT OR SIDE WATER CONNECTION WHERE APPLICABLE

NO.	REVISIONS	DATE	BY

Kimley-Horn
 13455 NOEL RD., TWO GALERIA OFFICE TOWER
 SUITE 750 DALLAS, TX 75240
 PH: 972.362.2830
 WWW.KIMLEY-HORN.COM FAX: 972.362.2828
 © 2022 KIMLEY-HORN AND ASSOCIATES, INC.

PRELIMINARY
Kimley-Horn
 PREPARED FOR: LEGACY OAK GROVE
 PREPARED BY: LEGACY PARTNERS

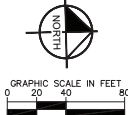
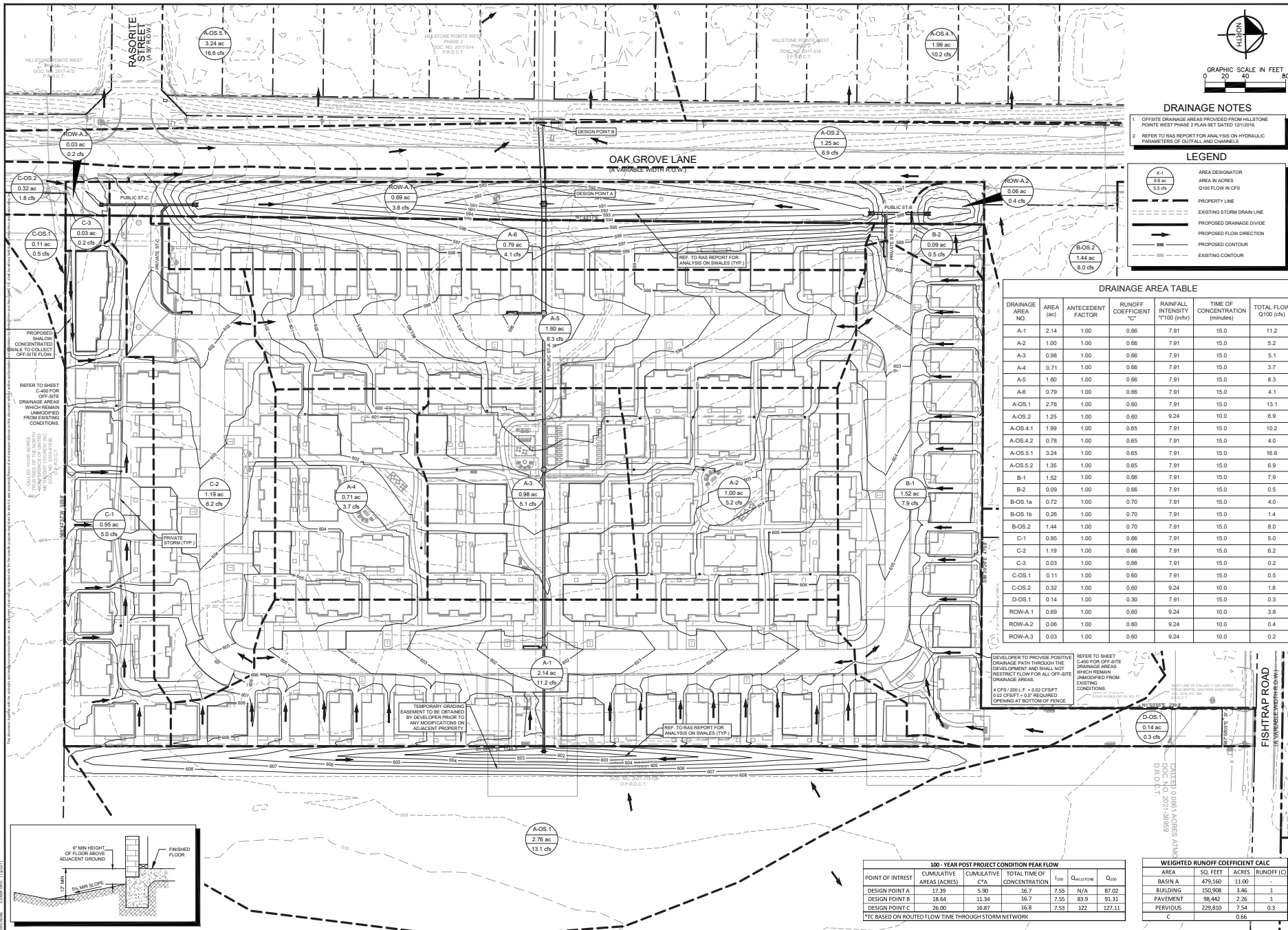
KHA PROJECT NO.	DATE	SCALE	AS SHOWN	DESIGNED BY	WTR	WTR	WTR	CHECKED BY	JWH
	7/21/2022								

LEGACY OAK GROVE
 PREPARED FOR
LEGACY PARTNERS
 TOWN OF CROSS ROADS ETJ, TEXAS

GRADING PLAN
(4 OF 4)

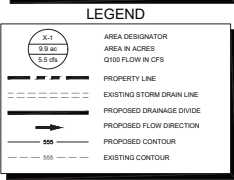
SHEET NUMBER
C-304

DATE: 7/21/2022
 TIME: 10:00 AM
 PROJECT: LEGACY OAK GROVE
 SHEET: C-304 OF 4
 DRAWN BY: JWH
 CHECKED BY: JWH
 APPROVED BY: JWH
 PROJECT LOCATION: TOWN OF CROSS ROADS ETJ, TEXAS
 PROJECT NO.: 2022-001



DRAINAGE NOTES

- OFFSITE DRAINAGE AREAS PROVIDED FROM HILLSTONE POINT WEST PHASE 2 PLAN SET DATED 02/20/18
- REFER TO RAS REPORT FOR ANALYSIS ON HYDRAULIC PARAMETERS OF OUTFALL AND CHANNELS



DRAINAGE AREA TABLE

DRAINAGE AREA NO.	AREA (ac)	ANTECEDENT FACTOR	RUNOFF COEFFICIENT "C"	RAINFALL INTENSITY "I"100 (in/hr)	TIME OF CONCENTRATION (minutes)	TOTAL FLOW Q100 (cfs)
A-1	2.14	1.00	0.66	7.91	15.0	11.2
A-2	1.00	1.00	0.66	7.91	15.0	5.2
A-3	0.98	1.00	0.66	7.91	15.0	5.1
A-4	0.71	1.00	0.66	7.91	15.0	3.7
A-5	1.60	1.00	0.66	7.91	15.0	8.3
A-6	0.79	1.00	0.66	7.91	15.0	4.1
A-OS.1	2.76	1.00	0.60	7.91	15.0	13.1
A-OS.2	1.25	1.00	0.60	9.24	10.0	6.9
A-OS.4.1	1.99	1.00	0.65	7.91	15.0	10.2
A-OS.4.2	0.78	1.00	0.65	7.91	15.0	4.0
A-OS.5.1	3.24	1.00	0.65	7.91	15.0	16.6
A-OS.5.2	1.35	1.00	0.65	7.91	15.0	6.9
B-1	1.52	1.00	0.66	7.91	15.0	7.9
B-2	0.09	1.00	0.66	7.91	15.0	0.5
B-OS.1a	0.72	1.00	0.70	7.91	15.0	4.0
B-OS.1b	0.26	1.00	0.70	7.91	15.0	1.4
B-OS.2	1.44	1.00	0.70	7.91	15.0	8.0
C-1	0.95	1.00	0.66	7.91	15.0	5.0
C-2	1.19	1.00	0.66	7.91	15.0	6.2
C-3	0.03	1.00	0.66	7.91	15.0	0.2
C-OS.1	0.11	1.00	0.60	7.91	15.0	0.5
C-OS.2	0.32	1.00	0.60	9.24	10.0	1.8
D-OS.1	0.14	1.00	0.30	7.91	15.0	0.3
ROW-A.1	0.69	1.00	0.60	9.24	10.0	3.8
ROW-A.2	0.06	1.00	0.60	9.24	10.0	0.4
ROW-A.3	0.03	1.00	0.60	9.24	10.0	0.2

DEVELOPER TO PROVIDE POSITIVE DRAINAGE PATH THROUGH THE DEVELOPMENT AND SHALL NOT RESTRICT FLOW FOR ALL OFF-SITE DRAINAGE AREAS

4 CFS / 200 LF = 0.02 CFS/FT
 0.02 CFS/FT = 0.02 REQUIRED
 OPENING AT BOTTOM OF FENCE

REFER TO SHEET C-401 FOR OFF-SITE DRAINAGE AREAS WHICH REMAIN UNMODIFIED FROM EXISTING CONDITIONS

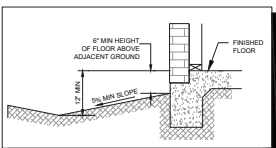
100-YEAR POST PROJECT CONDITION PEAK FLOW

POINT OF INTEREST	CUMULATIVE AREAS (ACRES)	CUMULATIVE C _A	CUMULATIVE CONCENTRATION	TOTAL TIME OF CONCENTRATION	Q ₁₀₀	Q ₁₀₀ (cfs)
DESIGN POINT A	17.39	5.90	36.7	7.55	N/A	87.02
DESIGN POINT B	18.64	11.34	36.7	7.55	83.9	91.31
DESIGN POINT C	26.00	16.97	36.8	7.53	122	127.11

*TC BASED ON ROUTED FLOW TIME THROUGH STORM NETWORK

WEIGHTED RUNOFF COEFFICIENT CALC

AREA	SQ. FEET	ACRES	RUNOFF (C)
Basin A	479,160	11.00	-
Building	150,908	3.46	1
Pavement	98,442	2.26	1
Pervious	229,810	7.54	0.3
C			0.66



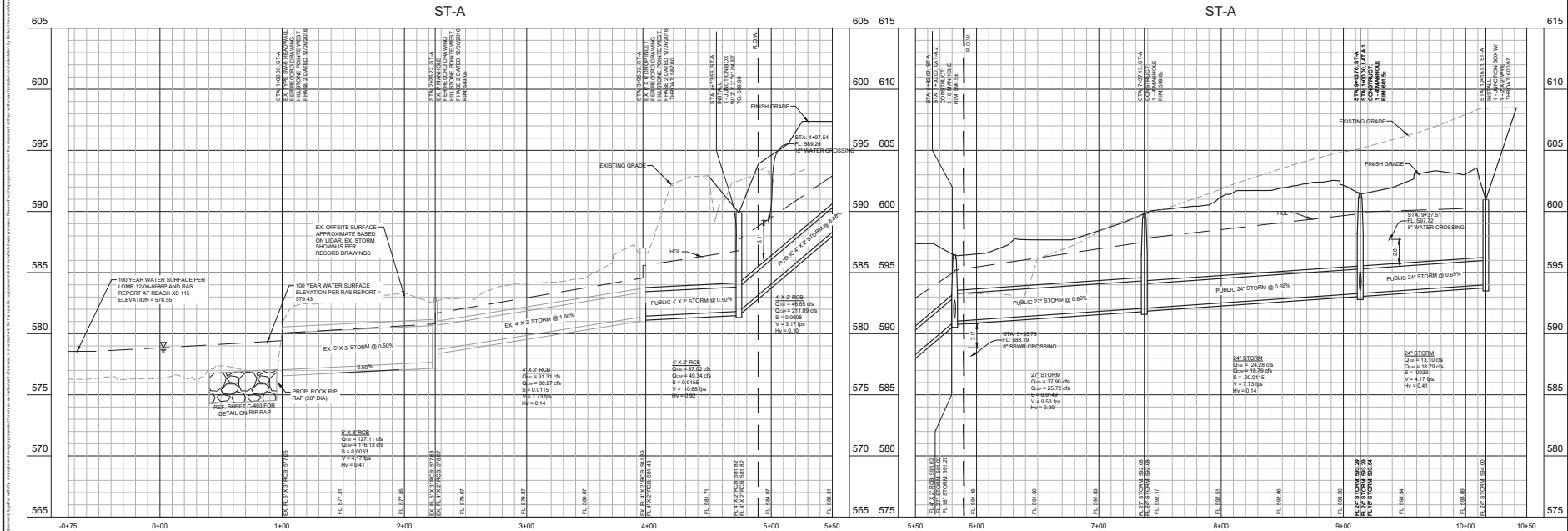
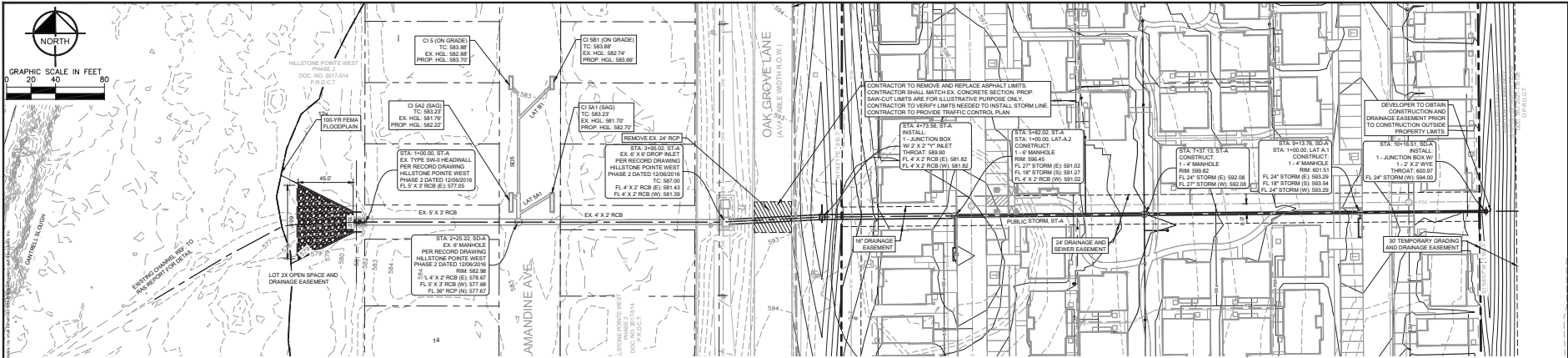
Kimley-Horn
 13455 NOEL RD, TWO GALERIA OFFICE TOWER
 SUITE 770 DALLAS, TX 75240
 PH: 972.362.2200
 WWW.KIMLEY-HORN.COM FAX: 972.362.2208

PROJECT NO. 22-0001
 DATE: 7/21/2022
 SCALE: AS SHOWN
 DESIGNED BY: MTE
 DRAWN BY: JWH
 CHECKED BY: JWH

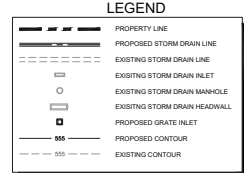
PROPOSED DRAINAGE AREA MAP

LEGACY OAK GROVE
 PREPARED FOR
 LEGACY PARTNERS
 TOWN OF CROSS ROADS ETJ, TEXAS

SHEET NUMBER
C-401

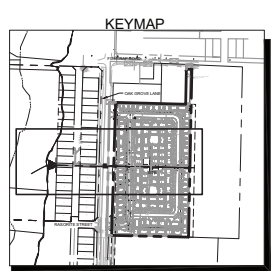


- NOTES**
- EX. STORM EX. HGL AND TO INFORMATION IS PER RECORD DRAWING HILLSTONE PONTE WEST PHASE 2 DATED 12/01/2016.
 - CONTRACTOR TO FIELD VERIFY DEPTH OF EXISTING STORM PIPES.
 - ALL WORK AND MATERIALS SHALL COMPLY WITH ALL COUNTY REGULATIONS, CODES AND O.S.H.A. STANDARDS.
 - THE PROPOSED HGL'S ARE MODELLED FROM THE 100 YEAR EVENT.
 - FOR CHANNEL OUTFALL HYDRAULIC PARAMETERS AND CROSS SECTIONS REFER TO RAS REPORT FOR THE MODELING OF 2, 5, 10, 25, 50, 100 STORM EVENTS IN EXISTING AND PROPOSED CONDITIONS.



CULVERT OUTFALL PROTECTION

DESIGN VELOCITY	9.65 CFS
D_{50}	1.67 FT
D_{85}	5 FT
APRON WIDTH	35 FT
APRON LENGTH	45 FT
TOP WIDTH	60 FT
THICKNESS	2.50 FT



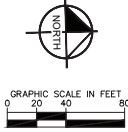
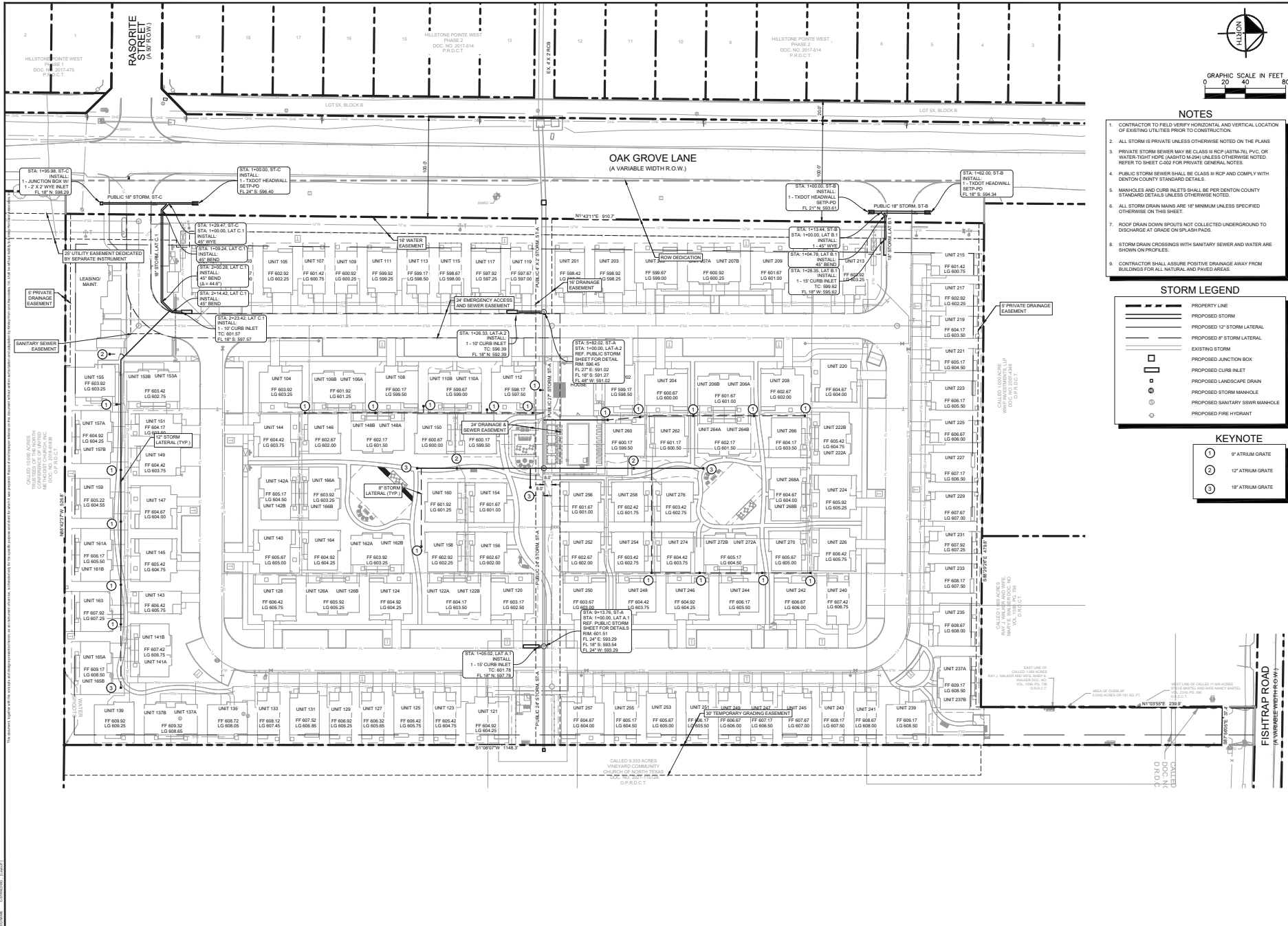
Kimley-Horn
 1345 NOEL RD, TWO GALERIA OFFICE TOWER
 SUITE 750 DALLAS, TX 75240
 PH: 972.362.2800
 WWW.KIMLEY-HORN.COM FAX: 972.362.2808
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LEGACY OAK GROVE
 PREPARED FOR
LEGACY PARTNERS
 TOWN OF CROSS ROADS ET AL, TEXAS

PUBLIC STORM

SHEET NUMBER
C-402

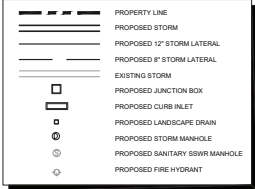
NO.	REVISIONS	DATE	BY



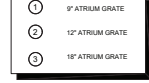
NOTES

- CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- ALL STORM IS PRIVATE UNLESS OTHERWISE NOTED ON THE PLANS.
- PRIVATE STORM SEWER MAY BE CLASS II RCP (ASTM 76), PVC, OR WATER TIGHT HOPE (ASTM 304) UNLESS OTHERWISE NOTED. REFER TO SHEET C-002 FOR PRIVATE GENERAL NOTES.
- PUBLIC STORM SEWER SHALL BE CLASS II RCP (ASTM 76) WITH GENTON COUNTY STANDARD DETAILS.
- MANHOLES AND CURB INLETS SHALL BE PER GENTON COUNTY STANDARD DETAILS UNLESS OTHERWISE NOTED.
- ALL STORM DRAIN MANS ARE 18" MINIMUM UNLESS SPECIFIED OTHERWISE ON THIS SHEET.
- ROOF DRAIN DOWN SPOUTS NOT COLLECTED UNDERGROUND TO DISCHARGE AT GRADE ON SPLASH PADS.
- STORM DRAIN CROSSINGS WITH SANITARY SEWER AND WATER ARE SHOWN ON PROFILES.
- CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.

STORM LEGEND



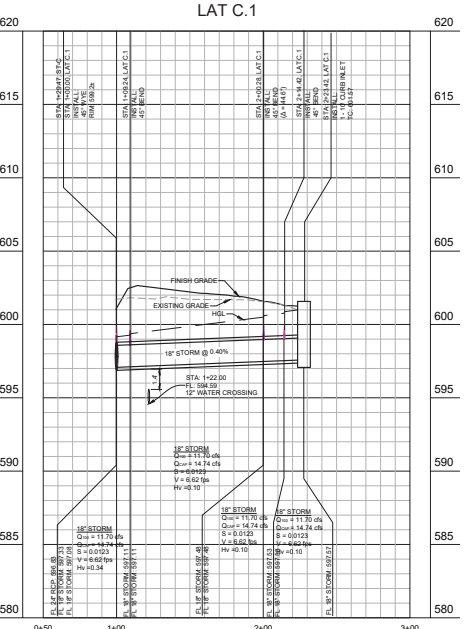
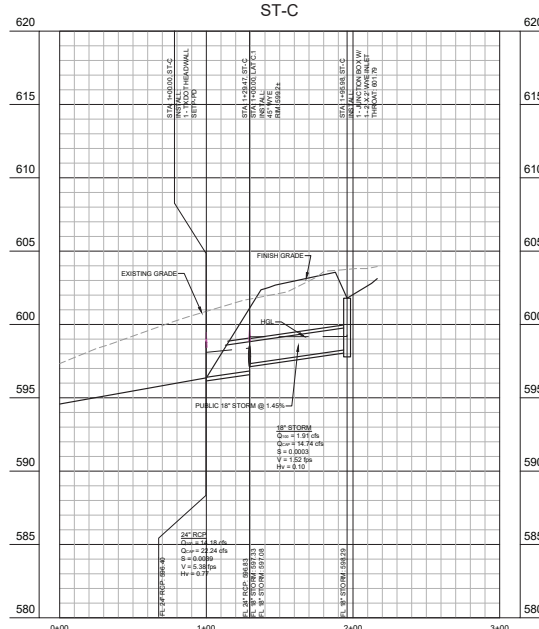
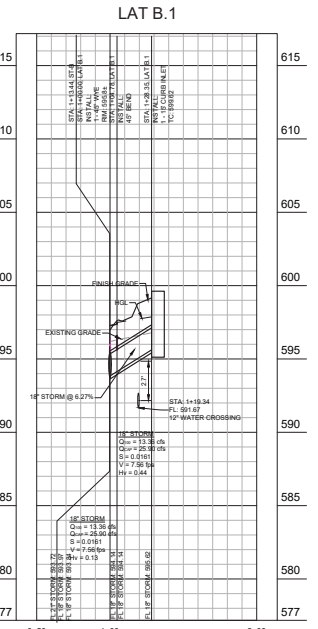
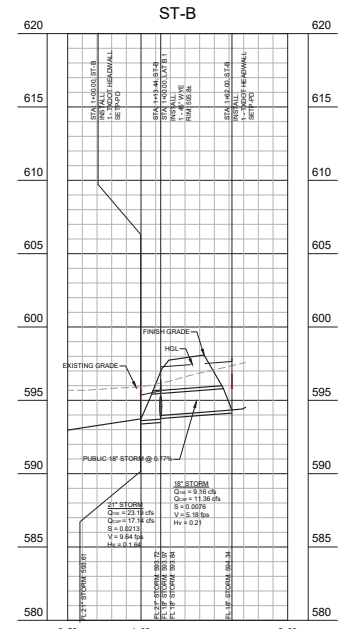
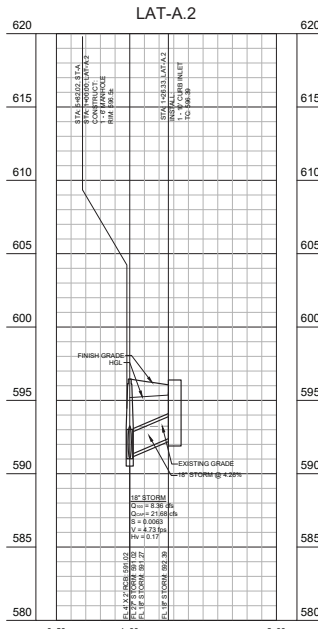
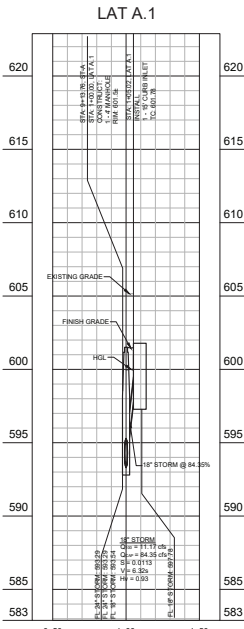
KEYNOTE



13455 NOEL RD., TWO GALERIA OFFICE TOWER SUITE 700 DALLAS, TX 75240 PH: 972.343.8300 WWW.KIMLEY-HORN.COM FAX: 972.343.8328 © 2022 KIMLEY-HORN AND ASSOCIATES, INC.	
PRELIMINARY 	
KHA PROJECT NO. 22010001 DATE: 7/21/2022 SCALE: AS SHOWN DESIGNED BY: MTE DRAWN BY: JMT CHECKED BY: JMT	LEGACY OAK GROVE PREPARED FOR: LEGACY PARTNERS TOWN OF CROSS ROADS ETJ, TEXAS
OVERALL STORM PLAN	
SHEET NUMBER C-403	

This document depicts only the proposed engineering information and is not a contract. The contract is the contract documents and the applicable laws, regulations, and standards of practice. The contract documents shall govern in the event of a conflict. The engineer shall not be responsible for the construction of the project or the accuracy of the information provided. The engineer shall not be responsible for the construction of the project or the accuracy of the information provided.

DATE: 08/15/22
 DRAWN BY: JWH
 CHECKED BY: JWH
 PROJECT NO: 2022-08-15-0001-01
 SHEET NO: C-404
 COUNTY: TARRANT
 CITY: FORT WORTH



No.	REVISIONS	DATE	BY

Kimley-Horn
 13455 NOEL RD, TWO GALERIA OFFICE TOWER
 SUITE 750 DALLAS, TX 75240
 PHONE: 972.961.6100 FAX: 972.961.6101
 WWW.KIMLEY-HORN.COM TXF-2208
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KHA PROJECT NO:	2022-08-15-0001-01
DATE:	7/21/2022
SCALE:	AS SHOWN
DESIGNED BY:	MTE
DRAWN BY:	JWH
CHECKED BY:	JWH

LEGACY OAK GROVE
 PREPARED FOR
 LEGACY PARTNERS
 TOWN OF CROSS ROADS ETJ, TEXAS

STORM PROFILES

SHEET NUMBER
C-404

PROJECT: STORM CALCULATIONS FOR LEGACY OAK GROVE
 SHEET: C-405
 DATE: 7/21/2022
 SCALE: AS SHOWN
 DESIGNED BY: MFE
 DRAWN BY: JWH
 CHECKED BY: JWH
 TOWN OF CROSSROADS ETJ, TEXAS

RUNOFF COLLECTION POINT INFORMATION			DRAINAGE AREA INFORMATION							Design Storm Frequency (yrs)	DA Time to Inlet (min)	Flow Time at U/S (min)	Rainfall Intensity 'I' (in/hrs)	Storm Water Runoff 'Q' (cfs)	No. of Barrels (ea)	RCP Pipe Dia. (in.)	RCB Box Span (ft.)	Box Rise (ft.)	Pipe Slope (%)	Invert Elev U/S (ft.)	Invert Elev D/S (ft.)	Hydraulic Grade Slope 'S' (ft/ft)	Velocity 'v' (fps)	Head Loss at Junction (ft.)	Hydraulic Gradient Elevations U/S (ft.)	D/S (ft.)	TP (ft.)	T/C-HG (ft.)
STA																												
10+16.51	9+13.76	102.75	A-OS 1	2.76	1.00	0.60	1.66	1.66	100	15.00	15.00	7.91	13.10	1	24				0.69%	594.40	593.69	0.0033	4.17	0.41	600.30	599.96	600.97	0.26
9+13.76	7+37.12	176.64	LAT A.1	2.14	1.00	0.66	1.41	3.07	100	-	15.40	7.91	24.28	1	24				0.69%	593.69	592.47	0.0115	7.73	0.14	599.82	597.80	601.50	1.68
7+37.12	5+82.02	155.10	A-2, A-3, A-4	2.69	1.00	0.66	1.78	4.84	100	15.00	15.80	7.82	37.90	1	27				0.69%	592.47	591.40	0.0149	9.53	0.30	597.50	595.19	599.80	2.30
5+82.02	4+73.56	108.48	LAT A.2	1.60	1.00	0.66	1.06	5.90	100	-	16.10	7.74	45.66	1	4	2	8.48%	591.40	582.20	0.0008	3.09	0.10	595.09	587.71	596.40	1.31		
4+73.56	3+95.02	78.54	ST-B, ST-C, A-6, ROW-A1	8.20	1.00	0.65	5.44	11.34	100	15.00	16.70	7.68	87.02	1	4	2	0.50%	582.20	581.81	0.0155	10.88	0.92	586.79	585.57	589.90	3.11		
3+95.02	2+25.22	169.80	A-OS 2	1.25	1.00	0.60	0.75	12.09	100	10.00	16.80	7.55	91.31	1	4	2	1.80%	581.81	579.09	0.0170	11.41	1.01	584.56	581.67	587.00	2.44		
2+25.22	1+00.00	125.22	S05	7.96	1.00	0.65	4.78	16.87	100	15.00	17.00	7.53	127.11	1	5	3	0.50%	577.68	577.05	0.0060	8.47	0.88	580.80	580.05	585.00	4.20		
SB5																												
2+12.57	2+05.50	7.07	A-OS 4.2	0.78	1.00	0.65	0.51	0.51	100	15.00	15.00	7.91	4.01	1	18				0.65%	579.90	579.86	0.0015	2.27	0.10	583.60	583.59	583.88	0.18
2+05.50	1+88.50	17.00	-	-	-	-	0.00	0.51	100	-	15.10	7.91	4.01	1	18				0.65%	579.86	579.75	0.0015	2.27	0.10	583.49	583.47	-	-
1+88.50	1+84.50	4.00	-	-	-	-	0.00	0.51	100	-	15.20	7.89	4.00	1	21				0.65%	579.90	579.47	0.0066	1.66	0.10	583.37	583.36	-	-
1+84.50	1+21.00	63.50	LAT-SB1	1.99	1.00	0.65	1.29	1.80	100	15.00	15.20	7.87	14.17	1	21				0.65%	579.47	579.06	0.0080	5.89	0.50	582.87	582.38	-	-
1+21.00	1+17.00	4.00	-	-	-	-	0.00	1.80	100	-	15.40	7.87	14.17	1	36				0.65%	577.81	577.78	0.0004	2.00	0.26	582.10	582.10	-	-
1+17.00	1+06.99	10.01	LAT SA2	1.35	1.00	0.65	0.88	2.68	100	15.00	15.40	7.82	20.95	1	36				0.65%	577.78	577.72	0.0010	2.96	0.10	582.00	581.99	-	-
1+06.99	1+00.00	6.99	LAT SA1	3.24	1.00	0.65	2.11	4.78	100	15.00	15.50	7.82	37.43	1	36				0.65%	577.72	577.67	0.0031	5.30	0.30	581.69	581.67	-	-
LAT SA1																												
1+30.02	1+00.00	30.02	A-OS 5.1	3.24	1.00	0.65	2.11	2.11	100	15.00	15.00	7.91	16.66	1	21				2.97%	577.23	576.34	0.0110	6.93	0.37	582.32	581.99	583.23	0.53
LAT SA2																												
1+07.07	1+00.00	7.07	A-OS 5.2	1.35	1.00	0.65	0.88	0.88	100	15.00	15.00	7.91	6.94	1	21				11.73%	579.23	578.40	0.0019	2.89	0.10	582.12	582.10	583.23	1.01
LAT SB1																												
1+36.77	1+00.00	36.77	A-OS 4.1	1.99	1.00	0.65	1.29	1.29	100	15.00	15.00	7.91	10.23	1	21				1.60%	580.04	579.45	0.0041	4.25	0.14	583.52	583.36	583.88	0.22
ST-B																												
1+62.00	1+13.44	48.56	ROW-A.2, B-OS 2, B-2	1.59	1.00	0.69	1.10	1.10	100	13.33	13.33	8.30	9.16	1	18				0.77%	594.34	593.96	0.0076	5.18	0.21	597.65	597.28	598.50	0.64
1+13.44	1+00.00	13.44	LAT B.1	2.50	1.00	0.68	1.69	2.79	100	15.10	15.10	8.30	23.19	1	21				0.77%	593.71	593.61	0.0213	9.64	1.64	595.65	595.36	-	-
ST-C																												
1+95.98	1+29.47	66.51	C-3, ROW-A.3, C-OS 2	0.38	1.00	0.60	0.23	0.23	100	13.33	13.33	8.30	1.91	1	18				1.45%	598.29	597.33	0.0003	1.52	0.10	599.29	599.16	601.79	2.40
1+29.47	1+00.00	29.47	LAT C.1	2.25	1.00	0.66	1.48	1.71	100	15.20	15.20	8.30	14.18	1	24				1.45%	596.83	596.40	0.0039	5.38	0.77	598.39	598.10	-	-

RUNOFF COLLECTION POINT INFORMATION			DRAINAGE AREA INFORMATION							Design Storm Frequency (yrs)	DA Time to Inlet (min)	Flow Time at U/S (min)	Rainfall Intensity 'I' (in/hrs)	Storm Water Runoff 'Q' (cfs)	No. of Barrels (ea)	RCP Pipe Dia. (in.)	RCB Box Span (ft.)	Box Rise (ft.)	Pipe Slope (%)	Invert Elev U/S (ft.)	Invert Elev D/S (ft.)	Hydraulic Grade Slope 'S' (ft/ft)	Velocity 'v' (fps)	Head Loss at U/S Junction (ft.)	Hydraulic Gradient Elevations U/S (ft.)	D/S (ft.)	TP (ft.)	T/C-HG (ft.)
LAT A.1																												
1+05.02	1+00.00	5.02	A-1	2.14	1.00	0.66	1.41	1.41	100	15.00	15.00	7.91	11.17	1	18				84.35%	597.92	593.69	0.0113	6.32	0.93	600.02	599.96	603.14	2.19
LAT A.2																												
1+26.33	1+00.00	26.33	A-5	1.60	1.00	0.66	1.06	1.06	100	15.00	15.00	7.91	8.36	1	18				5.24%	583.58	582.20	0.0063	4.73	0.17	595.36	595.19	597.38	1.85
LAT B.1																												
1+28.35	1+04.78	23.57	B-1, B-OS.1a, B-OS.1b	2.50	1.00	0.68	1.69	1.69	100	15.00	15.00	7.91	13.36	1	18				6.27%	595.75	594.27	0.0161	7.56	0.44	597.87	597.49	599.87	1.55
1+04.78	1+00.00	4.78	-	-	-	-	0.00	1.69	100	-	15.10	7.91	13.36	1	18				6.27%	594.27	593.97	0.0161	7.56	0.13	597.36	597.28	-	-
LAT C.1																												
2+23.42	2+14.42	9	C-1, C-2, C-OS.1	2.25	1.00	0.66	1.48	1.48	100	15.00	15.00	7.91	11.70	1	18				0.40%	597.57	597.54	0.0123	6.62	0.34	600.99	600.87	601.57	0.24
2+14.42	2+00.28	14.14	-	-	-	-	0.00	1.48	100	-	15.00	7.91	11.70	1	18				0.40%	597.54	597.48	0.0123	6.62	0.10	600.77	600.60	-	-
2+00.28	1+09.24	91.04	-	-	-	-	0.00	1.48	100	-	15.00	7.91	11.70	1	18				0.40%	597.48	597.12	0.0123	6.62	0.10	600.50	599.37	-	-
1+09.24	1+00.00	9.24	-	-	-	-	0.00	1.48	100	-	15.20	7.91	11.70	1	18				0.40%	597.12	597.08	0.0123	6.62	0.10	599.27	599.16	-	-

Inlet ID	Collection Type	Inlet Condition	Drainage Area	INLET LOCATION								PAVEMENT INFORMATION							CURB INLET							Collection Size			
				Station	Alignment	Area	Runoff Coeff.	Time of Conc. (min)	Design Storm Frequency	Rainfall Intensity 'I' (in/hr)	Storm Water Runoff 'Q' (cfs)	Upstream Bypass	Total Flow	Manning's 'n'	Slope of Road 'S _r ' (ft/ft)	Cross Slope 'S _c ' (ft/ft)	Roadway Width to Crown 'R _w ' (ft)	Crown Height 'a' (ft)	Depth of Gutter 'd' (ft)	Width of Street Conveying 'W' (ft)	Capture per foot	L _r	L _a	L _a /L _r	Inlet Capacity		Flow Captured	Carry over	Downstream Inlet
100-YEAR STORM ANALYSIS FOR CURB INLETS																													
CI-LAT-A.1	Curb Inlet	SAG	A-1	1+05.02	LAT A.1	2.14	0.66	15	100	7.91	11.17	0.00	11.17	0.013	0.014	0.02	24	0.50	0.31	15.44	0.93	11.98	15	1.25	7.72	11.17	0.00	CI-LAT-A.2	TYPE CI-15'
CI-LAT-A.2	Curb Inlet	SAG	A-5	1+26.33	LAT A.2	1.6	0.66	15	100	7.91	8.35	0.00	8.35	0.013	0.010	0.02	24	0.50	0.50	25.00	1.15	7.25	10	1.38	10.61	8.35	0.00	STA WYE	TYPE CI-10'
CI-LAT-B.1	Curb Inlet	On-Grade	B-1, B-OS.1a, B-OS.1b	1+28.35	LAT B.1	2.5	0.675	15	100	7.91	13.36	0.00	13.36	0.013	0.010	0.02	24	0.50	0.50	25.00	1.15	11.59	15	1.29	15.91	13.36	0.00	STA WYE	TYPE CI-15'
CI-LAT-C.1	Curb Inlet	SAG	C-2	2+23.42	LAT C.1	1.19	0.66	15	100	7.91	6.21	0.00	6.21	0.013	0.010	0.02	24	0.50	0.26	13.20	0.88	7.03	10	1.42	4.07	6.21	0.00	STA WYE	TYPE CI-10'

ST-A Wye in ROW Inlet Capacity	ST-A (A-OS.1) Wye Inlet Capacity
Designed 1.50	Designed Head/Depth (ft) 1.50
Wye Inlet 2.00	Wye Inlet Size (3/4", 5", etc) 2.00
Formula: Q/P = 3.0y^(1/3/2)	Formula: Q/P = 3.0y^(1/3/2)
Inlet Cap 44.09 cfs	Inlet Capacity 44.09 cfs

ST-C Wye Inlet Capacity
Designed 1.50
Wye Inlet 2.00
Formula: Q/P = 3.0y^(1/3/2)
Inlet Cap 44.09 cfs

PROJECT: STORM CALCULATIONS FOR LEGACY OAK GROVE

SHEET: C-405

DATE: 7/21/2022

SCALE: AS SHOWN

DESIGNED BY: MFE

DRAWN BY: JWH

CHECKED BY: JWH

TOWN OF CROSSROADS ETJ, TEXAS

LEGACY OAK GROVE
 PREPARED FOR
LEGACY PARTNERS

DATE

REVISED

NO.

Kimley-Horn
 13465 NOEL RD., TWO GALERIA OFFICE TOWER
 SUITE 700 DALLAS, TX 75249
 PHONE: 972.412.3333
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STORM
 CALCULATIONS

SHEET NUMBER
C-405

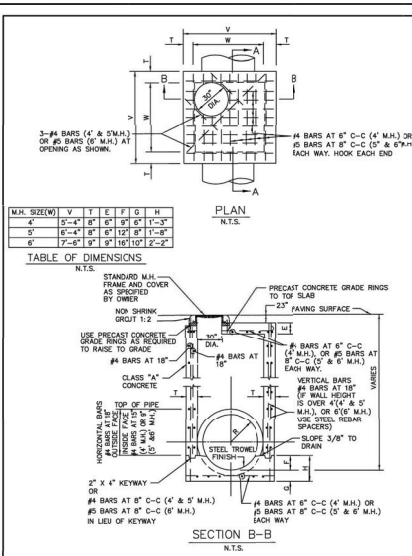
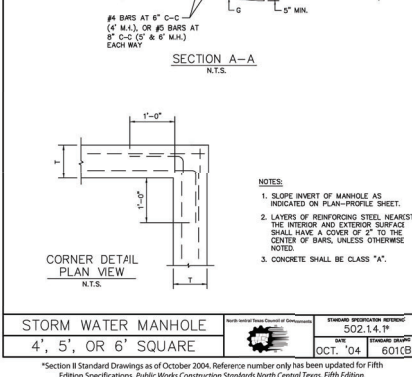
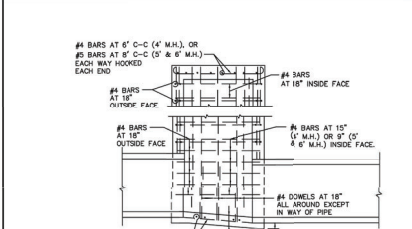


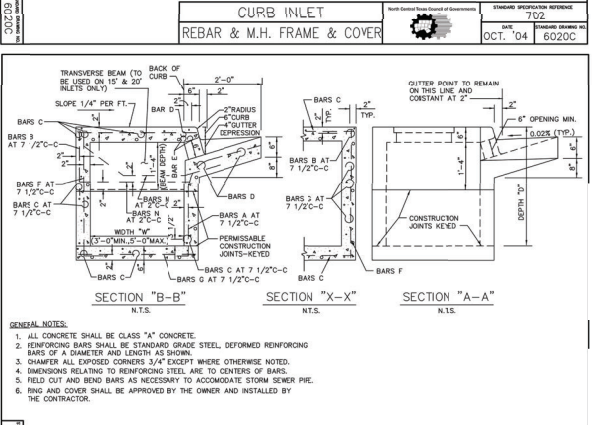
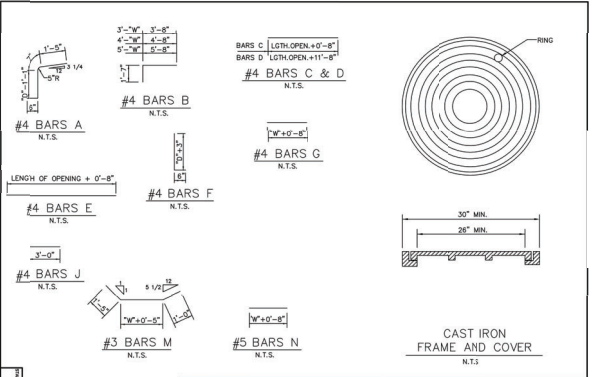
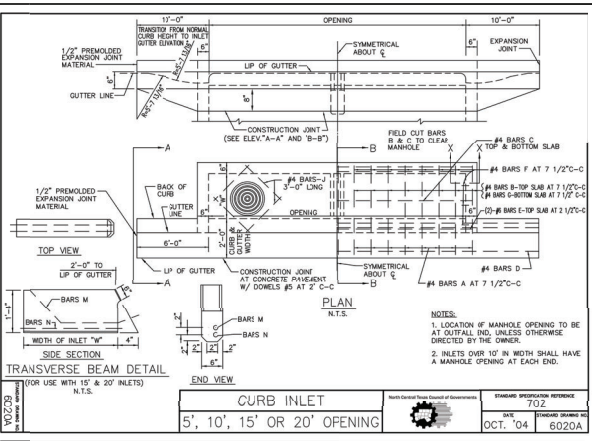
TABLE OF DIMENSIONS

M.H. SIZE (W) V T F G H
4' 5'-4" 8" 6" 9" 6" 1'-3"
5' 6'-4" 8" 6" 12" 6" 1'-8"
6' 17'-6" 8" 6" 15" 10" 2'-2"

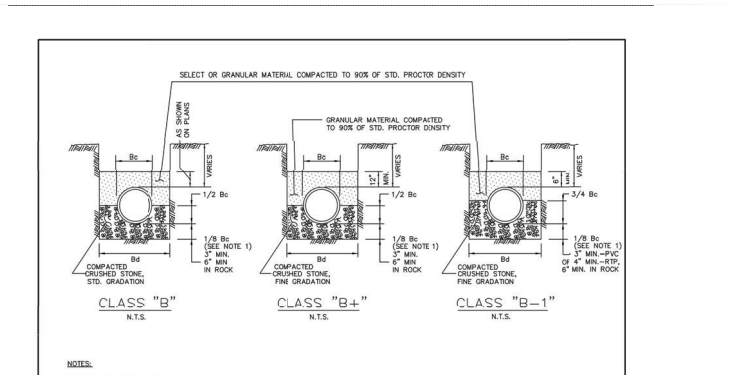
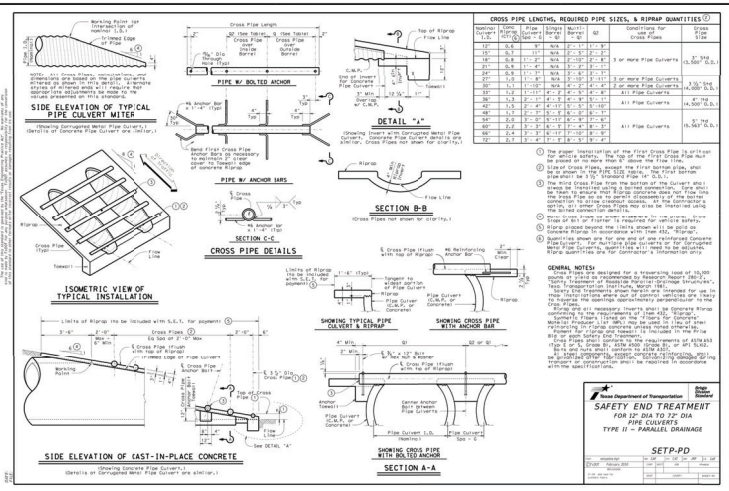
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DATE: OCT. '04
STANDARD DRAWING NO: 6010A



STANDARD SPECIFICATION REFERENCE: 502.14.1*
DATE: OCT. '04
STANDARD DRAWING NO: 6010B



STANDARD SPECIFICATION REFERENCE: 702
DATE: OCT. '04
STANDARD DRAWING NO: 6020B



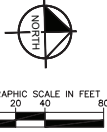
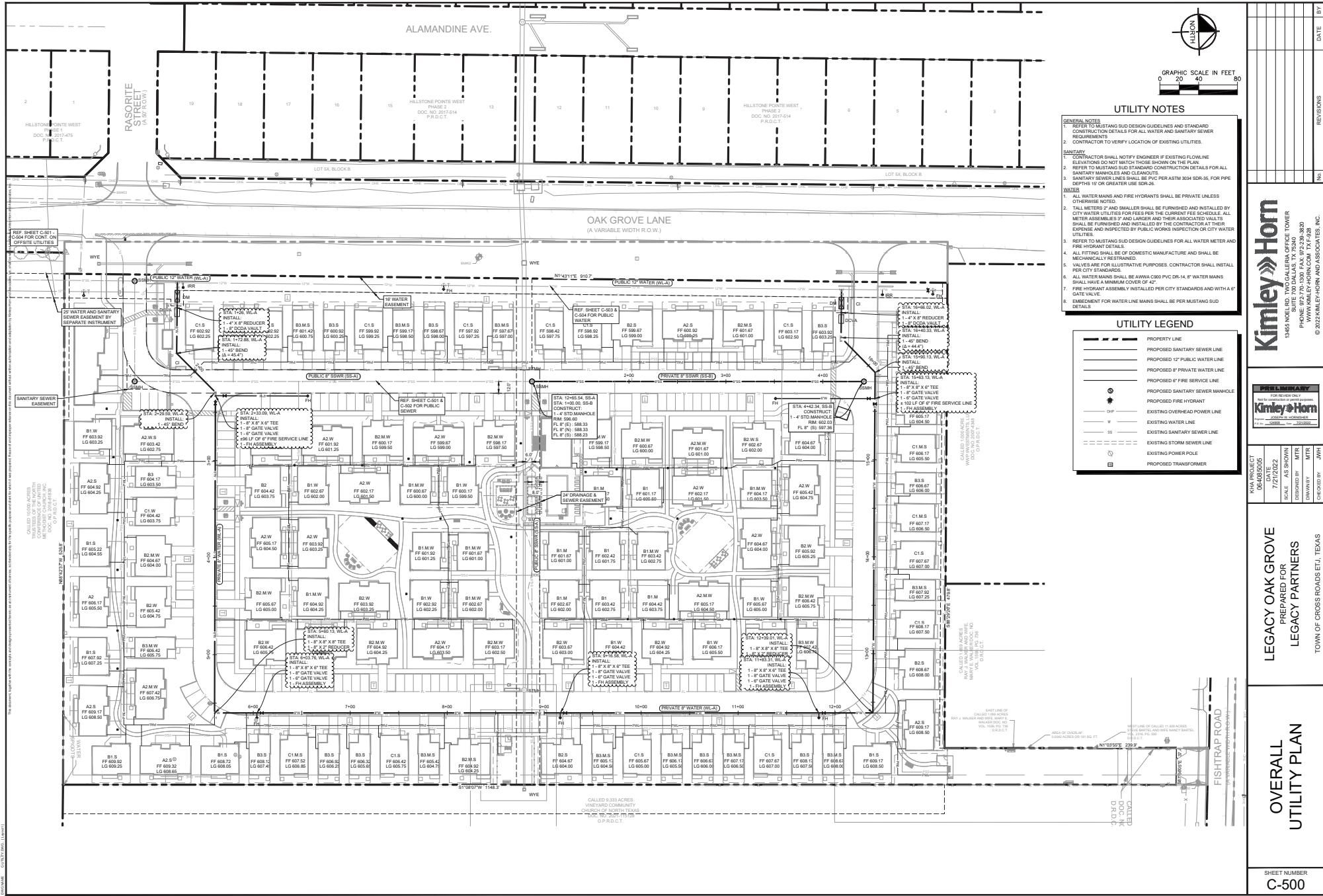
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DATE: OCT. '04
STANDARD DRAWING NO: 3020

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PHONE: 214.635.1100
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PROJECT: LEGACY OAK GROVE PREPARED FOR LEGACY PARTNERS
DATE: 7/21/2022
SCALE: AS SHOWN
DESIGNED BY: MTE
DRAWN BY: JWH
CHECKED BY: JWH

STORM DETAILS

SHEET NUMBER: C-406



UTILITY NOTES

- GENERAL NOTES**
1. REFER TO MUSTANG SUB DESIGN GUIDELINES AND STANDARD CONSTRUCTION DETAILS FOR ALL WATER AND SANITARY SEWER REQUIREMENTS
 2. CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES.
- SANITARY**
1. CONTRACTOR SHALL NOTIFY ENGINEER IF EXISTING FLOWLINE IS STATIONED DO NOT MATCH THOSE SHOWN ON THE PLAN
 2. REFER TO MUSTANG SUB STANDARD CONSTRUCTION DETAILS FOR ALL SANITARY MAINS AND CLEANOUTS
 3. SANITARY SEWER LINES SHALL BE PVC PER ASTM 3034 SDR-35, FOR PIPE DEPTHS 15 OR GREATER USE SDR-26
- WATER**
1. ALL WATER MAINS AND FIRE HYDRANTS SHALL BE PRIVATE UNLESS OTHERWISE NOTED
 2. TALL METERS 2" AND SMALLER SHALL BE FURNISHED AND INSTALLED BY CITY WATER UTILITIES FOR FEES PER THE CURRENT FEE SCHEDULE. ALL METER ASSEMBLIES 3" AND LARGER AND THEIR ASSOCIATED VALVES SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR AT THEIR EXPENSE AND INSPECTED BY PUBLIC WORKS INSPECTION OR CITY WATER UTILITIES.
 3. REFER TO MUSTANG SUB DESIGN GUIDELINES FOR ALL WATER METER AND FIRE HYDRANT DETAILS
 4. ALL FITTING SHALL BE OF DOMESTIC MANUFACTURE AND SHALL BE MECHANICALLY RESTRIAINED
 5. VALVES ARE FOR ILLUSTRATIVE PURPOSES. CONTRACTOR SHALL INSTALL PER CITY STANDARDS
 6. ALL WATER MAINS SHALL BE AWWA C200 PVC OR 14" 8" WATER MAINS SHALL HAVE A MINIMUM COVER OF 42"
 7. FIRE HYDRANT ASSEMBLY INSTALLED PER CITY STANDARDS AND WITH 4" GATE VALVE
 8. EMBODIMENT FOR WATER LINE MAINS SHALL BE PER MUSTANG SUB DETAILS

UTILITY LEGEND

	PROPERTY LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED 12" PUBLIC WATER LINE
	PROPOSED 6" PRIVATE WATER LINE
	PROPOSED 6" FIRE SERVICE LINE
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	EXISTING OVERHEAD POWER LINE
	EXISTING WATER LINE
	EXISTING SANITARY SEWER LINE
	EXISTING STORM SEWER LINE
	EXISTING POWER POLE
	PROPOSED TRANSFORMER

NO.	REVISIONS	DATE	BY

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 13455 NOEL RD., TWO GALERIA OFFICE TOWER
 SUITE 750 DALLAS, TX 75240
 PH: 972.382.2200
 WWW.KIMLEY-HORN.COM FAX: 972.382.2200

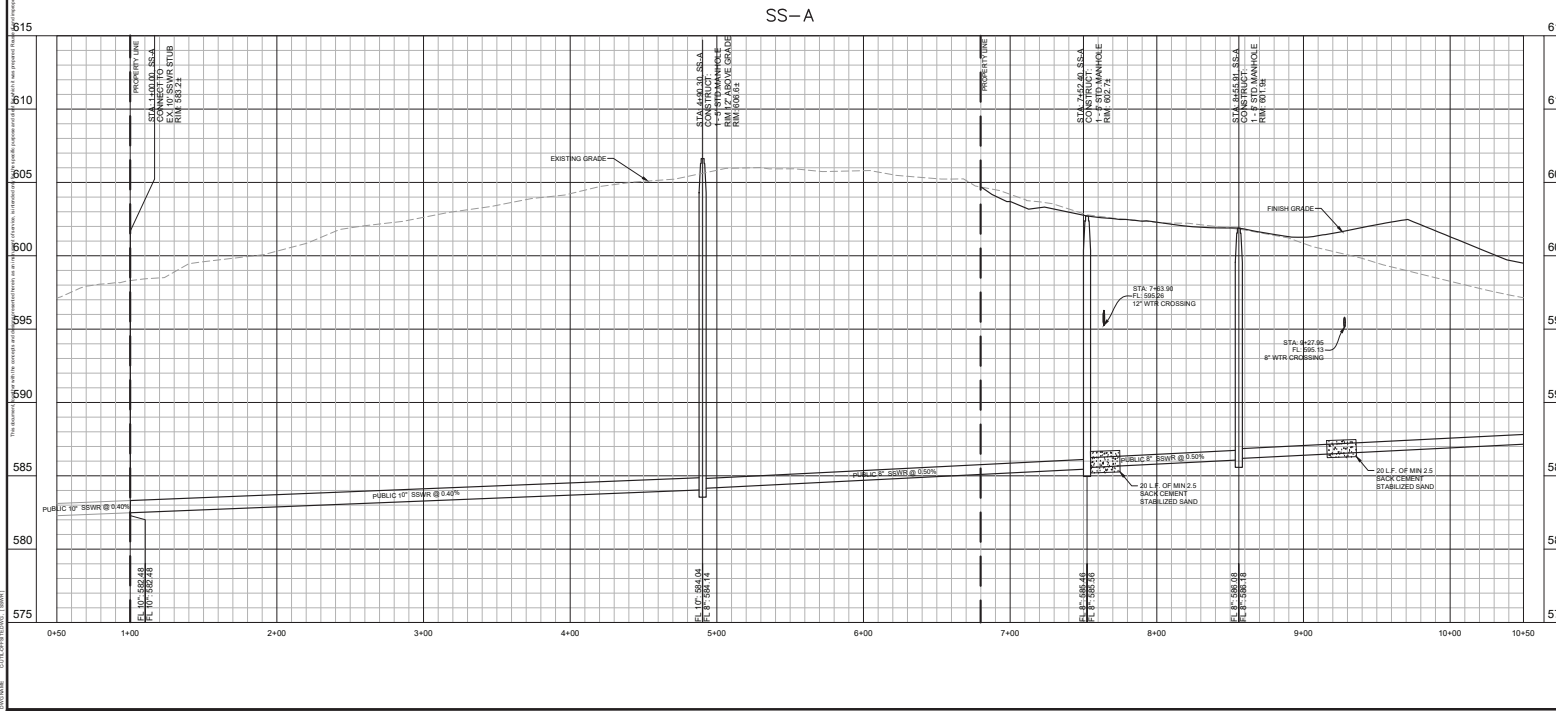
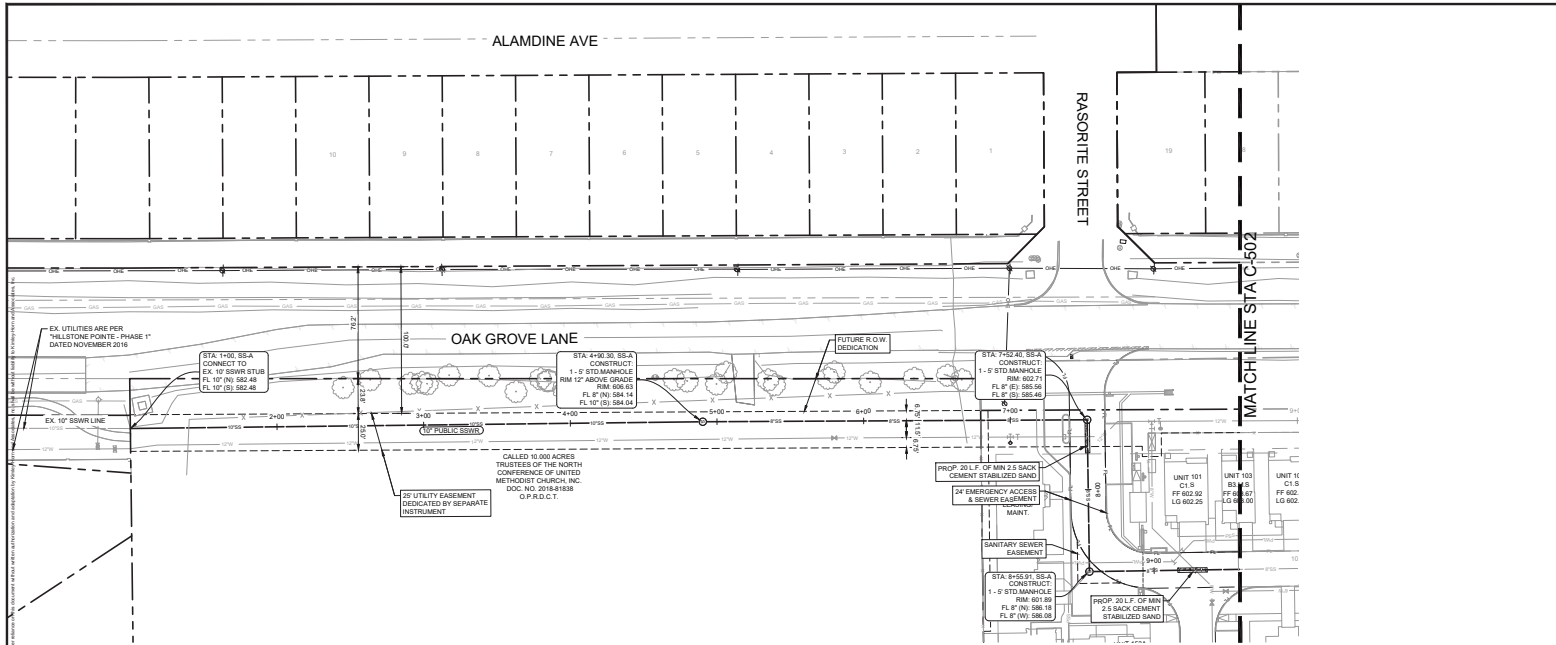
PRELIMINARY
 Kimley-Horn
 13455 NOEL RD., SUITE 750
 DALLAS, TEXAS 75240
 PREPARED BY: JWH
 CHECKED BY: JWH

KHA PROJECT	06/22/2022
DATE	7/21/2022
SCALE	AS SHOWN
DESIGNED BY	MTE
DRAWN BY	MTE
CHECKED BY	JWH

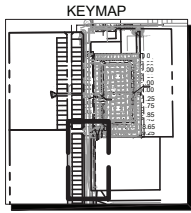
LEGACY OAK GROVE
 PREPARED FOR
LEGACY PARTNERS
 TOWN OF CROSS ROADS ETJ, TEXAS

OVERALL
UTILITY PLAN

SHEET NUMBER
C-500



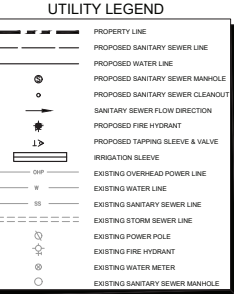
GRAPHIC SCALE IN FEET
0 20 40 80



- NOTES**
1. ALL WASTEWATER LINES AND APPURTENANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH TCEQ REQUIREMENTS CHAPTER 117.
 2. ALL WASTEWATER AND APPURTENANCE LINES SHALL BE DESIGNED, MANUFACTURED AND INSTALLED PER MUSTANG SUD WASTEWATER STANDARD DETAILS.
 3. PVC DEPTH LESS THAN 11.5' IN DEPTH SHALL BE SDR - 35. FOR DEPTHS GREATER THAN 11.5' SHALL BE SDR - 26.
 4. ALL FIRE HYDRANTS SHALL BE FLOW AND PRESSURE TESTED AND MARKED (TAG AND PAINT) IN ACCORDANCE WITH NFPA 291 "RECOMMENDED PRACTICE FOR FIRE FLOW TESTING AND MARKING OF HYDRANTS". LATEST EDITION. COPIES OF EACH TEST REPORT FOR EACH FIRE HYDRANT, INCLUDING A MAP SHOWING THE LOCATION OF THE FIRE HYDRANT BEING FLOW TESTED AND THE LOCATION OF THE PRESSURE HYDRANT, SHALL BE PROVIDED TO MUSTANG SUD PRIOR TO ACCEPTANCE OF THE SYSTEM AND BEGINNING OF SERVICE. SEE MUSTANG STANDARD FIRE HYDRANT DETAIL.

CONTRACTOR FIELD VERIFICATION NOTE
CONTRACTOR SHALL FIELD LOCATE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING AND PROPOSED MUSTANG SUD UTILITIES PRIOR TO CONSTRUCTION. NO CONNECTION OR MODIFICATION TO AN EXISTING MUSTANG SUD UTILITY SHALL BE MADE WITH THE PRESENCE OF A MUSTANG SUD REPRESENTATIVE.

FRANCHISE UTILITY NOTE
OTHER UTILITIES SUCH AS GAS, ELECTRIC, TELEPHONE, CABLE, ETC. SHALL NOT BE INSTALLED IN THE SAME TRENCH AS WATER SERVICE LINES.
OTHER UTILITIES SUCH AS GAS, ELECTRIC, TELEPHONE, CABLE, ETC. MAY SHARE THE WASTEWATER SERVICE LINE TRENCH PROVIDED SUCH UTILITIES ARE OFFSET A MIN OF 5' FROM THE WASTEWATER SERVICE LINE.



!WARNING!
EXISTING UTILITIES IN AREA. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UTILITIES WITH THE PROVIDED PRIOR TO START OF CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS. CONTRACTOR IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WHEN NECESSARY AND PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN). IF ANY EXISTING UTILITIES ARE DAMAGED THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.

MUSTANG SUD CONTACT
CONTACT: SAM H. DAVIS, P.E.
PHONE: 512-838-5412
EMAIL: SDAVIS@STEEBERIZZELL.COM

NO.	REVISIONS	DATE	BY

Kimley-Horn
13455 NOEL RD., TWO GALERIA OFFICE TOWER
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PHONE: 972.382.2200
WWW.KIMLEY-HORN.COM FAX: 972.382.2208
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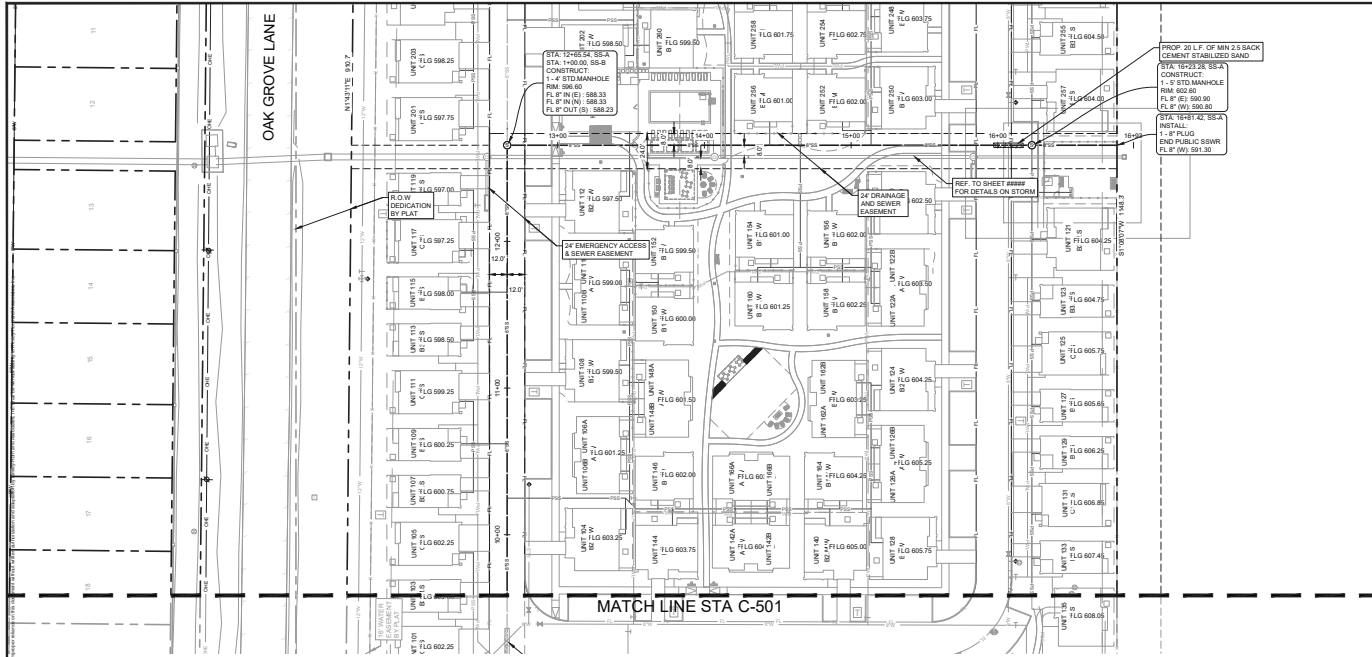


KHA PROJECT NO.	22-00000000
DATE	7/21/2022
SCALE	AS SHOWN
DESIGNED BY	MTE
DRAWN BY	JMT
CHECKED BY	JMT

LEGACY OAK GROVE
PREPARED FOR
LEGACY PARTNERS
TOWN OF CROSS ROADS ETJ, TEXAS

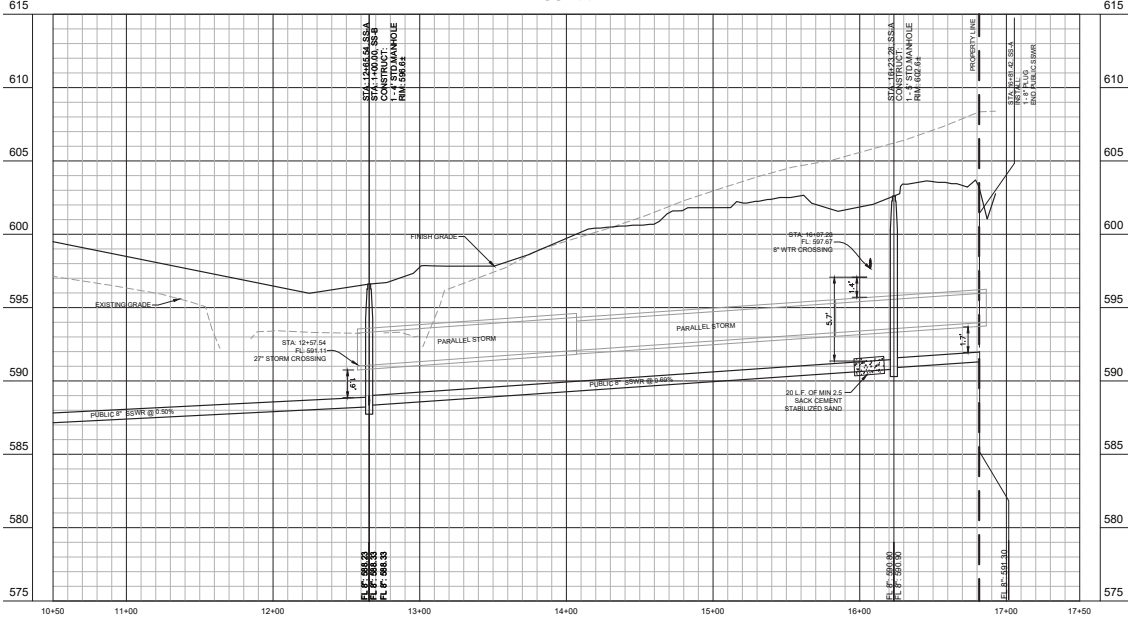
PUBLIC SANITARY SEWER
(1 OF 2)

SHEET NUMBER
C-501



MATCH LINE STA C-501

SS-A



- NOTES**
1. ALL WASTEWATER LINES AND APPURTENANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH TCEQ REQUIREMENTS CHAPTER 117.
 2. ALL WASTEWATER AND APPURTENANCE LINES SHALL BE DESIGNED, MANUFACTURED AND INSTALLED PER MUSTANG SUD WASTEWATER STANDARD DETAILS.
 3. PVC DEPTH LESS THAN 11.5' IN DEPTH SHALL BE SDR - 35, FOR DEPTHS GREATER THAN 11.5' SHALL BE SDR - 26.
 4. ALL FIRE HYDRANTS SHALL BE FLOW AND PRESSURE TESTED AND MARKED (TAG AND PAINT) IN ACCORDANCE WITH NFPA 291. RECOMMENDED PRACTICE FOR FIRE FLOW TESTING AND MARKING OF HYDRANTS, LATEST EDITION. COPIES OF EACH TEST REPORT FOR EACH FIRE HYDRANT, INCLUDING A MAP SHOWING THE LOCATION OF THE FIRE HYDRANT BEING FLOW TESTED AND THE LOCATION OF THE PRESSURE HYDRANT, SHALL BE PROVIDED TO MUSTANG SUD PRIOR TO ACCEPTANCE OF THE SYSTEM AND BEGINNING OF SERVICE. SEE MUSTANG STANDARD FIRE HYDRANT DETAILS.

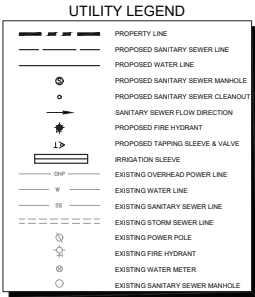
CONTRACTOR FIELD VERIFICATION NOTE

CONTRACTOR SHALL FIELD LOCATE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING AND PROPOSED MUSTANG SUD UTILITIES PRIOR TO CONSTRUCTION. NO CONSTRUCTION OR MODIFICATION TO AN EXISTING MUSTANG SUD UTILITY SHALL BE MADE WITH THE PRESENCE OF A MUSTANG SUD REPRESENTATIVE.

FRANCHISE UTILITY NOTE

OTHER UTILITIES SUCH AS GAS, ELECTRIC, TELEPHONE, CABLE, ETC. SHALL NOT BE INSTALLED IN THE SAME TRENCH AS WATER SERVICE LINES.

OTHER UTILITIES SUCH AS GAS, ELECTRIC, TELEPHONE, CABLE, ETC. MAY SHARE THE WASTEWATER SERVICE LINE TRENCH. PROVIDED SUCH UTILITIES ARE OFFSET A MIN OF 9" FROM THE WASTEWATER SERVICE LINE.



!!WARNING!!

EXISTING UTILITIES IN AREA. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UTILITIES WITH THE PROVIDED PRIOR TO START OF CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS OBSERVED. CONTRACTOR IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION (WHEN NECESSARY) AND PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN). IF ANY EXISTING UTILITIES ARE DAMAGED THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.

MUSTANG SUD CONTACT

CONTACT: SAM H. DAVIS, P.E.
PHONE: 512-838-3412
EMAIL: SDAVIS@STEEGERIZZELL.COM

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PRELIMINARY

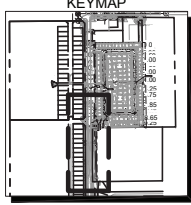
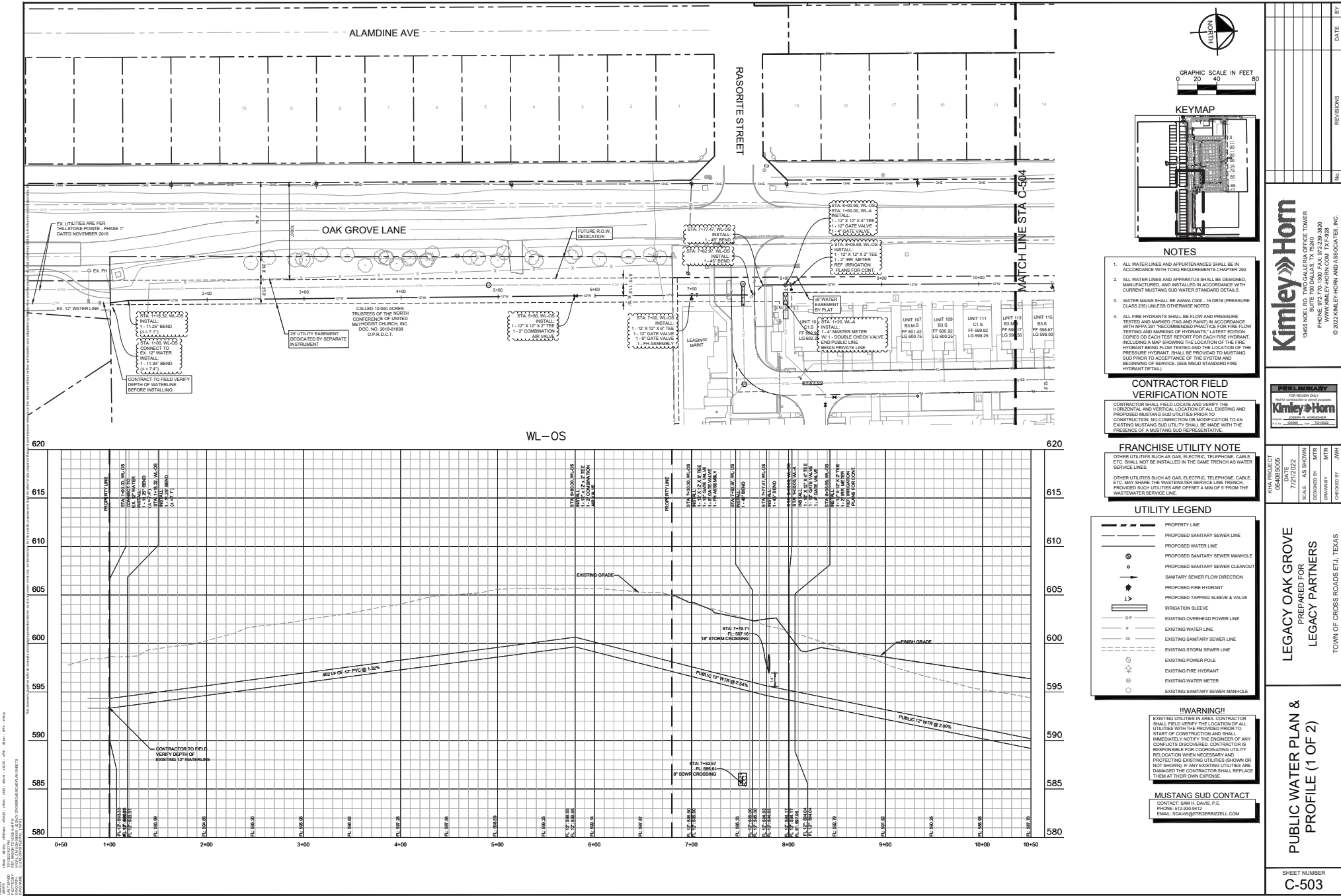
Kimley-Horn

DATE: 7/21/2022
SCALE: AS SHOWN
DESIGNED BY: MTE
DRAWN BY: JMT
CHECKED BY: JMT

LEGACY OAK GROVE
PREPARED FOR
LEGACY PARTNERS
TOWN OF CROSS ROADS ETJ, TEXAS

PUBLIC SANITARY SEWER
(2 OF 2)

SHEET NUMBER
C-502



NOTES

1. ALL WATER LINES AND APPURTENANCES SHALL BE IN ACCORDANCE WITH TCEQ REGULATIONS CHAPTER 290.
2. ALL WATER LINES AND APPURTENANCES SHALL BE DESIGNED, MANUFACTURED, AND INSTALLED IN ACCORDANCE WITH CURRENT MUSTANG SUB WATER STANDARD DETAILS.
3. WATER MAINS SHALL BE AWWA C900 - 15 DR15 (PRESSURE CLASS 255) UNLESS OTHERWISE NOTED.
4. ALL FIRE HYDRANTS SHALL BE FLOW AND PRESSURE TESTED AND MARKED (TAG AND PAINT) IN ACCORDANCE WITH NFPA 291 RECOMMENDED PRACTICE FOR FIRE FLOW TESTING AND MARKING OF HYDRANTS LATEST EDITION. COPIES OF EACH TEST REPORT FOR EACH FIRE HYDRANT, INCLUDING A MAP SHOWING THE LOCATION OF THE FIRE HYDRANT BEING FLOW TESTED AND THE LOCATION OF THE PRESSURE HYDRANT SHALL BE PROVIDED TO MUSTANG SUB PRIOR TO ACCEPTANCE OF THE SYSTEM AND BEGINNING OF SERVICE. (SEE MUSTANG STANDARD FIRE HYDRANT DETAIL).

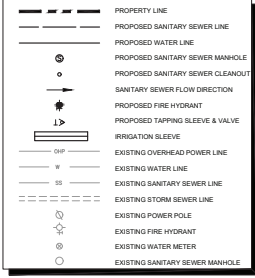
CONTRACTOR FIELD VERIFICATION NOTE

CONTRACTOR SHALL FIELD LOCATE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING AND PROPOSED MUSTANG SUB UTILITIES PRIOR TO CONSTRUCTION. NO CONNECTION OR MODIFICATION TO AN EXISTING MUSTANG SUB UTILITY SHALL BE MADE WITH THE PRESENCE OF A MUSTANG SUB REPRESENTATIVE.

FRANCHISE UTILITY NOTE

OTHER UTILITIES SUCH AS GAS, ELECTRIC, TELEPHONE, CABLE, ETC. SHALL NOT BE INSTALLED IN THE SAME TRENCH AS WATER SERVICE LINES.
OTHER UTILITIES SUCH AS GAS, ELECTRIC, TELEPHONE, CABLE, ETC. MAY SHARE THE WASTEWATER SERVICE LINE TRENCH. PROVIDED, SUCH UTILITIES ARE OFFSET A MIN OF 3' FROM THE WASTEWATER SERVICE LINE.

UTILITY LEGEND



!!WARNING!!

EXISTING UTILITIES IN AREA. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UTILITIES WITH THE PROVIDED PRIOR TO START OF CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS OR DISCREPANCIES. CONTRACTOR IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION (WHEN NECESSARY) AND PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN). IF ANY EXISTING UTILITIES ARE DAMAGED THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.

MUSTANG SUB CONTACT
CONTACT: SAM H. DAVIS, P.E.
PHONE: 512-533-2412
EMAIL: SDAVIS@STETTERBIZELL.COM

DATE: _____

REVISIONS: _____

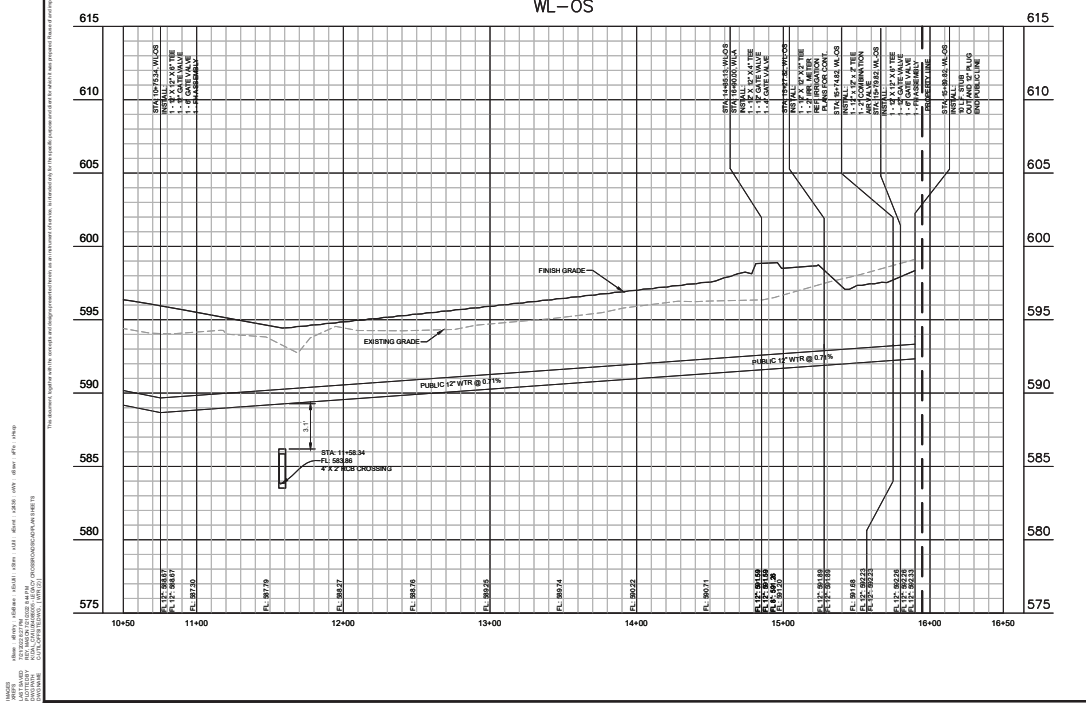
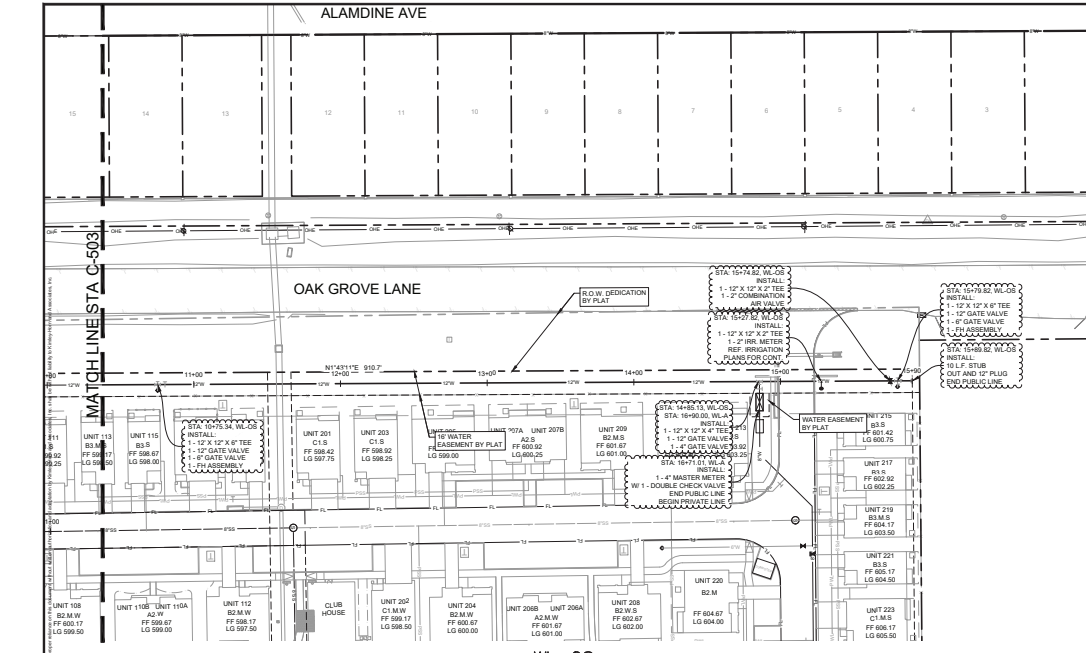
No. _____

Kimley-Horn
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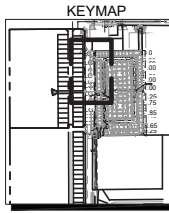
LEGACY OAK GROVE
PREPARED FOR
LEGACY PARTNERS
TOWN OF CROSS ROADS ETJ, TEXAS

PUBLIC WATER PLAN & PROFILE (1 OF 2)

SHEET NUMBER
C-503



GRAPHIC SCALE IN FEET
0 20 40 80



- NOTES**
1. ALL WATER LINES AND APPURTENANCES SHALL BE IN ACCORDANCE WITH TUG REG. REQUIREMENTS CHAPTER 260.
 2. ALL WATER LINES AND APPURTENANCES SHALL BE DESIGNED, MANUFACTURED, AND INSTALLED IN ACCORDANCE WITH CURRENT MUSTANG SUB WATER STANDARD DETAILS.
 3. WATER MAINS SHALL BE AFWMA C200 - 15 DR18 (PRESSURE CLASS 255) UNLESS OTHERWISE NOTED.
 4. ALL FIRE HYDRANTS SHALL BE FLOW AND PRESSURE TESTED AND MARKED (TAG AND PAINT) IN ACCORDANCE WITH NFPA 291 RECOMMENDED PRACTICE FOR FIRE FLOW TESTING AND MARKING OF HYDRANTS LATEST EDITION. COPIES OF EACH TEST REPORT FOR EACH FIRE HYDRANT, INCLUDING A MAP SHOWING THE LOCATION OF THE FIRE HYDRANT BEING FLOW TESTED AND THE LOCATION OF THE PRESSURE HYDRANT SHALL BE PROVIDED TO MUSTANG SUB PRIOR TO ACCEPTANCE OF THE SYSTEM AND BEGINNING OF SERVICE. (SEE MUSTANG STANDARD FIRE HYDRANT DETAIL).

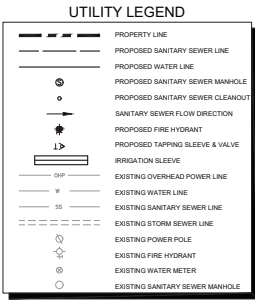
CONTRACTOR FIELD VERIFICATION NOTE

CONTRACTOR SHALL FIELD LOCATE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING AND PROPOSED MUSTANG SUB UTILITIES PRIOR TO CONSTRUCTION. NO CONNECTION OR MODIFICATION TO AN EXISTING MUSTANG SUB UTILITY SHALL BE MADE WITH THE PRESENCE OF A MUSTANG SUB REPRESENTATIVE.

FRANCHISE UTILITY NOTE

OTHER UTILITIES SUCH AS GAS, ELECTRIC, TELEPHONE, CABLE, ETC. SHALL NOT BE INSTALLED IN THE SAME TRENCH AS WATER SERVICE LINES.

OTHER UTILITIES SUCH AS GAS, ELECTRIC, TELEPHONE, CABLE, ETC. MAY SHARE THE WASTEWATER SERVICE LINE TRENCH. PROVIDED, SUCH UTILITIES ARE OFFERED A MIN OF 9" FROM THE WASTEWATER SERVICE LINE.



!!WARNING!!

EXISTING UTILITIES IN AREA. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UTILITIES WITH THE PROVIDED PRIOR TO START OF CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS OR DISCREPANCIES. CONTRACTOR IS RESPONSIBLE FOR COORDINATING UTILITY PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN). IF ANY EXISTING UTILITIES ARE DAMAGED THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.

MUSTANG SUB CONTACT

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EMAIL: SDAVIS@STEEBBRZELL.COM

NO.	REVISIONS	DATE	BY

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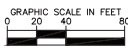
KHA PROJECT: LEGACY OAK GROVE
DATE: 7/21/2022
SCALE: AS SHOWN
DESIGNED BY: WTE
DRAWN BY: WTE
CHECKED BY: JWH

LEGACY OAK GROVE
PREPARED FOR
LEGACY PARTNERS
TOWN OF CROSS ROADS ETJ, TEXAS

PUBLIC WATER PLAN & PROFILE (2 OF 2)

SHEET NUMBER
C-504

ALAMANDINE AVE.



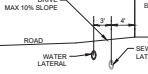
UTILITY NOTES

- GENERAL**
1. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITY CONNECTIONS AT THE BUILDING WITH ALL PLANS PRIOR TO THE START OF WORK.
 2. ALL VALVES AND SERVICEABLE SYSTEM COMPONENTS SHALL BE READILY ACCESSIBLE.
 3. ALL FITTINGS, MATERIALS, AND CONNECTIONS SHALL COMPLY WITH ALL INTERNATIONAL PLUMBING CODE WITH LOCAL AMENDMENTS.
 4. BUILDING SERVICE LINES SHALL BE INSPECTED BY THE BUILDING DEPARTMENT.
- WATER**
1. WATER SHALL BE PLACED ON THE NORTH AND EAST SIDES OF COMBOS.
 2. CONTRACTOR SHALL VERIFY COMBINATION WATER LINE IS COMPATIBLE WITH FIRE SPRINKLER SUPPRESSION SYSTEM DESIGNED BY OTHER.
 3. ALL DOMESTIC WATER PIPING (INCLUDING HOSE BIBS) SHALL BE INSULATED AS REQUIRED BY LOCAL CODE.
 4. DOMESTIC FIRE COMBINATION LINE SERVING 3 OR MORE BUILDINGS SHALL BE 2" UNLESS OTHERWISE SPECIFIED.
 5. DOMESTIC FIRE COMBINATION LINES SERVING 2 OR MORE BUILDINGS SHALL BE 2" UNLESS OTHERWISE SPECIFIED.
 6. AFTER 2 BUILDING SERVICE BRANCHES, GATE VALVE SHALL BE INSTALLED ON BUILDING SERVICE MAIN.

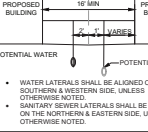
LEGEND

- PROPERTY LINE
- PROPOSED SANITARY SEWER LINE
- PROPOSED WATER LINE
- PROPOSED SANITARY SEWER SERVICE
- PROPOSED WATER SERVICE
- PROPOSED CONDUIT
- PROPOSED STORM LINE
- PROPOSED STORM LATERAL

SECTION A-A



SECTION B-B

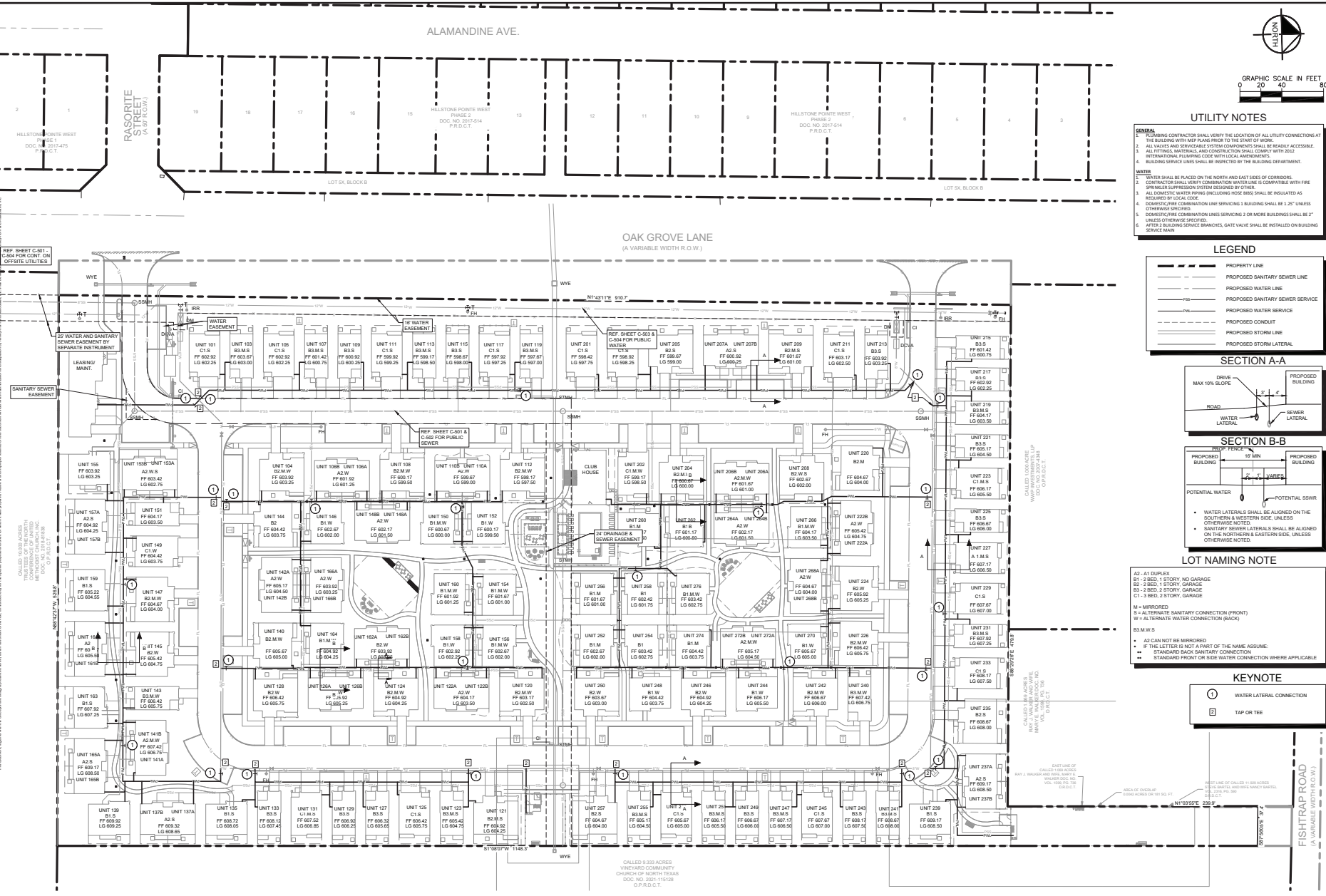


LOT NAMING NOTE

- A2 - A1 DUPLEX
- B1 - 2 BED, 1 STORY, NO GARAGE
- B2 - 2 BED, 1 STORY, GARAGE
- B3 - 2 BED, 2 STORY, GARAGE
- C1 - 3 BED, 2 STORY, GARAGE
- M - MIRROR
- S - ALTERNATE SANITARY CONNECTION (FRONT)
- W - ALTERNATE WATER CONNECTION (BACK)
- B3 M W S
- A2 CAN NOT BE MIRROR
- IF THE LETTER IS NOT A PART OF THE NAME ASSUME STANDARD BACK SANITARY CONNECTION
- IF THE LETTER IS NOT A PART OF THE NAME ASSUME STANDARD FRONT OR SIDE WATER CONNECTION WHERE APPLICABLE

KEYNOTE

- WATER LATERAL CONNECTION
- TAP OR TEE



NO.	REVISIONS	DATE	BY

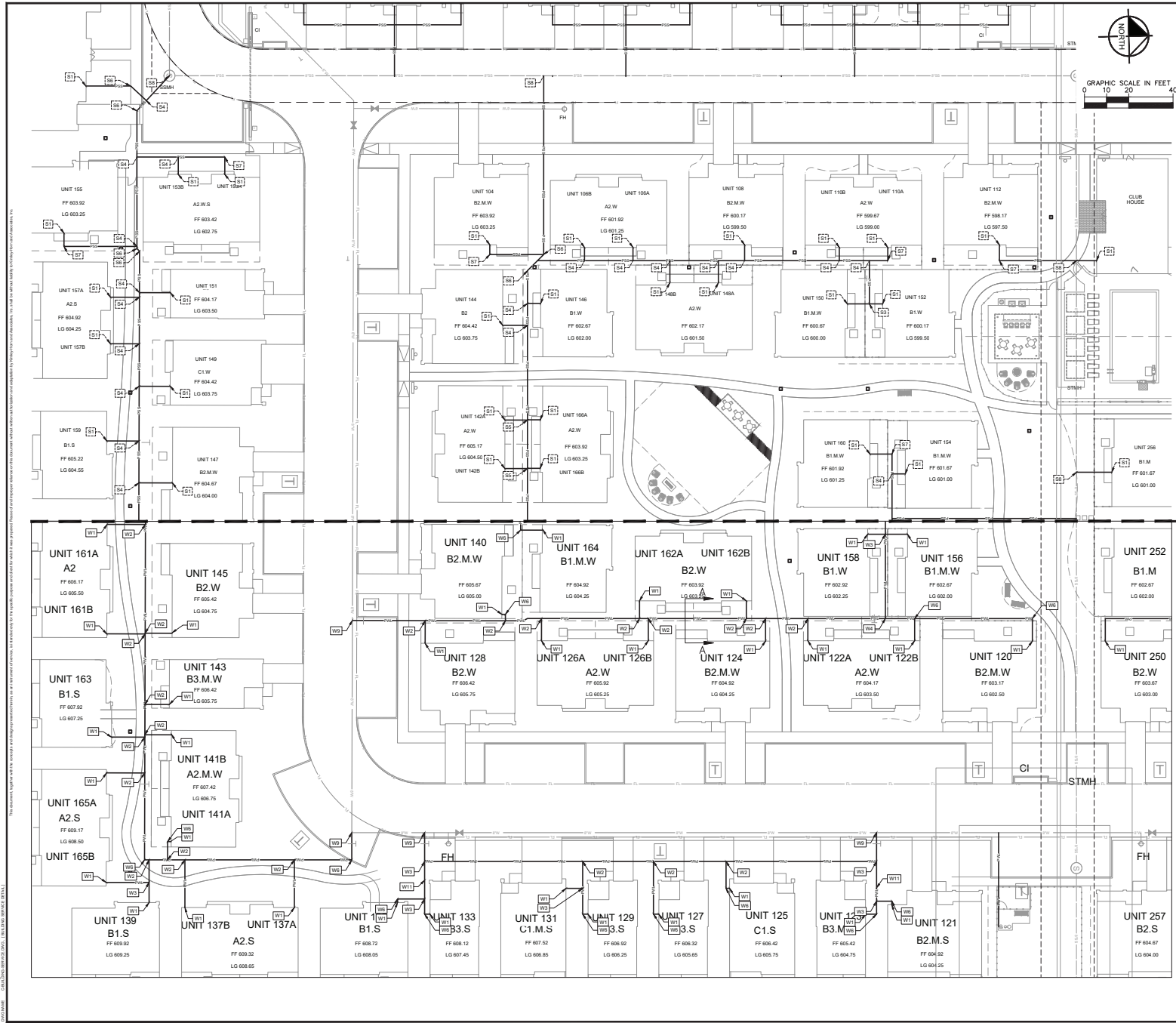
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KHA PROJECT: **LEGACY OAK GROVE**
 DATE: **7/21/2022**
 SCALE: **A3 SHOWN**
 DESIGNED BY: **WTE**
 DRAWN BY: **WTE**
 CHECKED BY: **WTE**

WATER SERVICE PLAN
 LEGACY OAK GROVE
 PREPARED FOR
 LEGACY PARTNERS
 TOWN OF CROGG ROADS ETJ, TEXAS

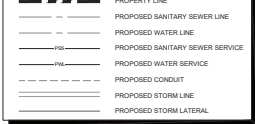
SHEET NUMBER
C-506



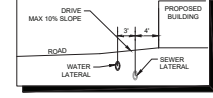
UTILITY NOTES

- GENERAL**
1. FIELDING CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITY CONNECTIONS AT THE BUILDING WITH MEP PLANS PRIOR TO THE START OF WORK.
 2. ALL VALVES AND SERVICE CONNECTIONS SHALL BE READILY ACCESSIBLE.
 3. ALL FITTINGS, MATERIALS, AND CONSTRUCTION SHALL COMPLY WITH 2022 INTERNATIONAL PLUMBING CODE WITH LOCAL AMENDMENTS.
 4. BUILDING SERVICE LINES SHALL BE INSPECTED BY THE BUILDING DEPARTMENT.
- WATER**
1. CONTRACTOR SHALL VERIFY COMBINATION WATER LINE IS COMPATIBLE WITH FIRE SPRINKLER SUPPRESSION SYSTEM DESIGNED BY OTHER.
 2. ALL DOMESTIC WATER PIPING (INCLUDING HOSE BIBS) SHALL BE INSULATED AS REQUIRED BY LOCAL CODE.
 3. DOMESTIC FIRE COMBINATION LINE SERVING 1 BUILDING SHALL BE 1.25" UNLESS OTHERWISE SPECIFIED.
 4. DOMESTIC FIRE COMBINATION LINES SERVING 2 OR MORE BUILDINGS SHALL BE 2" UNLESS OTHERWISE SPECIFIED.
 5. AFTER 2 BUILDING SERVICE BRANCHES, GATE VALVE SHALL BE INSTALLED ON BUILDING SERVICE MAIN.
- WASTEWATER**
1. SERVICES SERVING 1 BUILDING SHALL BE 3" UNLESS OTHERWISE SPECIFIED.
 2. SERVICES SERVING 2 BUILDINGS OR MORE SHALL BE 4" UNLESS OTHERWISE SPECIFIED.
 3. CONTRACTOR SHALL NOTIFY ENGINEER IF ANY LATERAL SERVES MORE THAN 12 UNITS PRIOR TO INSTALLATION.
 4. CONTRACTOR SHALL MAINTAIN MINIMUM WASTEWATER SLOPE PER SECTION 708 OF IPC AT A MINIMUM SPACING OF 100'.
 4.1. 1/8" PER FOOT (0.0030).
 4.2. 1/4" PER FOOT (0.0075).
 4.3. 3/8" OR LARGER (1/42" PER FOOT (0.0023)).

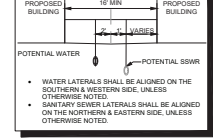
LEGEND



SECTION A-A



SECTION B-B



KEYNOTE LEGEND

- WATER**
- W10 1/2" DOMESTIC WATER SERVICE
 - W11 2" PRIVATE WATER SERVICE
 - W12 1.25" X 2' X 1.25' TEE
 - W13 1.25" X 2' X 2' TEE WITH 2" X 1.25" REDUCER
 - W14 1.25" X 2' X 2' TEE
 - W15 1.25" X 2' X 2' CROSS WITH 2" X 1.25" REDUCERS
 - W16 INSTALL 1-90° BEND
 - W17 INSTALL 1-45° BEND
 - W18 INSTALL 1-2" VALVE
 - W19 CONNECT TO 8" PRIVATE MAIN AT 8" X 2" TEE
 - W20 1.25" PRIVATE WATER SERVICE
 - W21 2" PRIVATE WATER SERVICE
- WASTEWATER**
- W22 3" SWR SERVICE
 - W23 FL = 3/2" BELOW FF FOR TWO BED FL = 3/4" BELOW FF FOR DOUBLE
 - W24 INSTALL 1-4" X 4" X 3" TEE
 - W25 INSTALL 1-4" X 4" X 4" TEE WITH 2-4" X 3" REDUCERS
 - W26 INSTALL 1-4" X 4" X 4" TEE
 - W27 INSTALL 1-4" X 4" X 3" X 3" CROSS
 - W28 INSTALL 1-45° BEND
 - W29 INSTALL 1-90° BEND
 - W30 CONNECT TO 8" PRIVATE MAIN
 - W31 3" SANITARY SEWER @ MIN 1/8" PER FOOT SLOPE
 - W32 4" SANITARY SEWER @ MIN 1/8" PER FOOT SLOPE
 - W33 INSTALL 1-4" X 4" X 4" TEE WITH 1-4" X 3" REDUCER

LOT NAMING NOTE

- A2 - A1 DUPLEX
- B1 - 2 BED, 1 STORY, NO GARAGE
- B2 - 2 BED, 1 STORY, GARAGE
- B3 - 2 BED, 2 STORY, GARAGE
- C1 - 3 BED, 2 STORY, GARAGE
- M = MIRRORRED
- E = ALTERNATE SANITARY CONNECTION (FRONT)
- W = ALTERNATE WATER CONNECTION (BACK)
- B3.M.W.S
- A2 CAN NOT BE MIRRORRED
- THIS LETTER IS NOT A PART OF THE NAME ASSUME
- STANDARD BACK SANITARY CONNECTION
- STANDARD FRONT OR SIDE WATER CONNECTION WHERE APPLICABLE

NO.	REVISIONS	DATE

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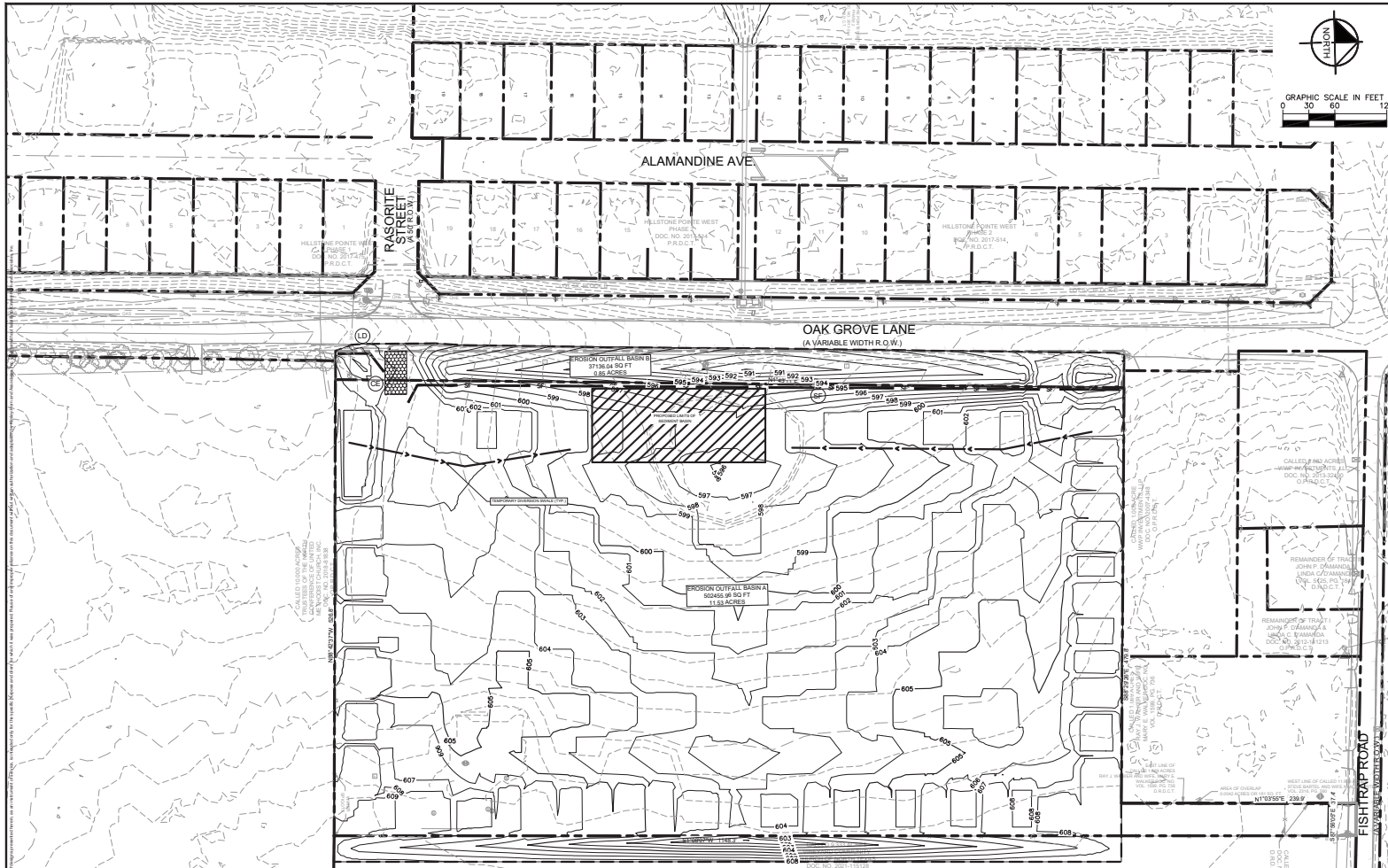
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KHA PROJECT: LEGACY OAK GROVE
 DATE: 7/21/2022
 SCALE: AS SHOWN
 DESIGNED BY: MTE
 DRAWN BY: JWH
 CHECKED BY: JWH

LEGACY OAK GROVE
 PREPARED FOR:
 LEGACY PARTNERS
 TOWN OF CROSS ROADS ETJ, TEXAS

BUILDING
 SERVICE
 DETAIL

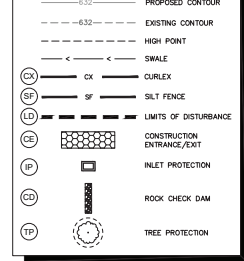
SHEET NUMBER
C-507



STANDARD EROSION CONTROL GENERAL NOTES

1. REFER TO SHEET 000 FOR VEGETATIVE STABILIZATION REQUIREMENTS, EROSION CONTROL SCHEDULE AND PHASING, AND SITE MAP GENERAL NOTES SECTIONS.
2. EROSION CONTROL DEVICES SHOWN ON THIS PLAN SHALL BE INSTALLED PRIOR TO THE START OF LAND DISTURBING ACTIVITIES ON THE PROJECT.
3. ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE APPROVED PLAN AND SPECIFICATIONS FOR THE PROJECT. CHANGES SHALL BE MADE BEFORE CONSTRUCTION BY THE DESIGN ENGINEER AND THE CITY ENGINEERING DIVISION.
4. IF THE EROSION CONTROL PLAN AS APPROVED CANNOT CONTROL EROSION AND OFF-SITE SEDIMENTATION FROM THE PROJECT, THE EROSION CONTROL PLAN WILL BE REQUIRED TO BE REVISED AND/OR ADDITIONAL EROSION CONTROL DEVICES WILL BE REQUIRED ON SITE.
5. INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO INSURE THAT THE DEVICES ARE FUNCTIONING PROPERLY. WHEN SEDIMENT OR MUD HAS CLOGGED THE VOID SPACES BETWEEN STONES OR MUD IS BEING WASHED INTO A RUN-AROUND FROM THE BASIN-DRAIN OPERATION MAIN, THE CONTRACTOR SHALL BE REQUIRED TO REMOVE THE STONES OR MUD TO REPAIR THE BASIN. BEFORE FLOWING THROUGH ANOTHER BMP TO CONTROL OFF SITE SEDIMENTATION PERIODIC RE-CHECKING OF THE STATUS OF NEW STONE MAY BE REQUIRED TO MAINTAIN THE EFFICIENCY OF THE INSTALLATION.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTAL OF NOI, NLT, AND ANY ADDITIONAL INFORMATION REQUIRED BY THE TCEQ. CONTRACTOR SHALL COMPLY WITH ALL TCEQ STORMWATER POLLUTION PREVENTION REQUIREMENTS.

EROSION CONTROL LEGEND



BMP MAINTENANCE SCHEDULE

TEMPORARY STONE CONSTRUCTION ENTRANCE/EXIT:
 INSPECTORS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO INSURE THAT THE FACILITY IS FUNCTIONING PROPERLY. SEDIMENT OR MUD HAS CLOGGED THE VOID SPACES BETWEEN THE STONES OR MUD IS BEING WASHED INTO THE FURROW DOWNDRY. RUNOFF FROM WASHDOWN OPERATION SHALL BE FILTERED THROUGH ANOTHER BMP PRIOR TO DRAINAGE OFF-SITE.

SILT FENCE:
 INSPECTORS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO INSURE THAT THE FACILITY IS FUNCTIONING PROPERLY. REMOVE SEDIMENT FROM THE STORAGE AREA UPSTREAM OF THE DAM WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-THIRD THE HEIGHT OF THE FENCE ABOVE GRADE. FENCE SHALL BE INSPECTED FOR GAPS AT BASE, IMPACT SUPPORTING POSTS AND FOR FABRIC DAMAGE. REPAIR AS NEEDED.

STONE OVERFLOW STRUCTURE:
 INSPECTORS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO INSURE THAT THE FACILITY IS FUNCTIONING PROPERLY. REMOVE SEDIMENT FROM THE STORAGE AREA UPSTREAM OF THE DAM WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-HALF OF THE DAM HEIGHT. REPAIR DAMAGE TO THE CHANNEL IN THE VICINITY OF THE CHECK DAMS IMMEDIATELY TO PREVENT ADDITIONAL DAMAGE. REPLACE MISSING OR DISLOOSED ROCK AS NEEDED TO MAINTAIN THE DESIGN HEIGHT AND CROSS SECTION OF THE CHECK DAM.

ROCK CHECK DAM:
 INSPECTORS SHALL BE MADE WEEKLY AND AFTER ALL RAIN EVENTS TO INSURE THAT THE DEVICE IS FUNCTIONING PROPERLY. REMOVE SEDIMENT FROM THE STORAGE AREA SURROUNDING THE DAM WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-HALF OF THE DAM HEIGHT. REPAIR DAMAGE TO THE CHANNEL IN THE VICINITY OF THE CHECK DAMS IMMEDIATELY TO PREVENT ADDITIONAL DAMAGE. REPLACE MISSING OR DISLOOSED ROCK AS NEEDED TO MAINTAIN THE DESIGN HEIGHT AND CROSS SECTION OF THE CHECK DAM.

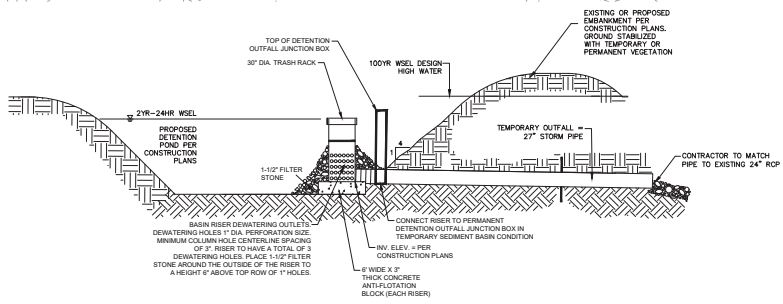
CURB INLET/GRATE INLET/VE INLET:
 INSPECTORS SHALL BE MADE WEEKLY AND AFTER ALL RAIN EVENTS TO INSURE THAT THE DEVICE IS FUNCTIONING PROPERLY. REMOVE SEDIMENT FROM THE STORAGE AREA SURROUNDING THE INLET/VE WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-HALF OF THE PROTECTION HEIGHT. DEVICE SHALL BE INSPECTED FOR GAPS AT BASE, AND SHALL BE REPLACED AS NEEDED.

EROSION CONTROL SCHEDULE AND PHASING

- THE PROJECT SHALL GENERALLY CONFORM TO THE FOLLOWING:
- PHASE A - GRADING**
 1. CONSTRUCT TEMPORARY CONSTRUCTION ENTRANCE, SILT FENCE, CURB, AND TREE PROTECTION FENCE ACCORDING TO THE APPROPRIATE LOCATION AND SHOWN ON GRADING AND CONSTRUCTION PLAN SHEETS AND DETAIL SHEET.
 2. SEED AND REVEGETATE SLOPES WHERE SHOWN.
- PHASE B - UTILITIES**
 1. KEEP ALL STORM WATER POLLUTION PREVENTION MEASURES IN PLACE.
 2. INSTALL STORM DRAINS, SANITARY SEWER, AND WATER AS SPECIFIED ON PLAN SHEETS.
- PHASE C - PAVING**
 1. KEEP ALL STORM WATER POLLUTION PREVENTION MEASURES IN PLACE. REMOVE AS NEEDS TO BE PAVE.
 2. MAINTAIN CURB AND SIDEWALKS AS SPECIFIED ON PLAN SHEETS.
 3. MAINTAIN STORM WATER POLLUTION PREVENTION MEASURES REMOVED FOR PAVING OPERATIONS.
- PHASE D - LANDSCAPING AND SOIL STABILIZATION**
 1. REVEGETATE LOT AND PARKWAYS.
 2. LANDSCAPE CONTRACTOR SHALL REVEGETATE ALL AREAS RESERVED FOR LANDSCAPE VEGETATIVE COVER.
 3. REMOVE EROSION CONTROL DEVICES WHEN MINIMUM 70% GRASS COVER IS ESTABLISHED. VEGETATION MUST BE ESTABLISHED BEFORE STRUCTURAL CONTROLS REMOVED.

SEDIMENT POND GENERAL NOTES

- EROSION DRAINAGE BASINS REFLECT PROPOSED DRAINAGE AREA DIVIDES NOT EXISTING CONDITIONS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING DRAINAGE AND STORM IMPROVEMENTS AS NECESSARY TO DIRECT FLOW AND DOWN CONSTRUCTION DRAINAGE TO THE SEDIMENT POND FOR ANY AREA THAT HAS A DISTURBED DRAINAGE BASIN LARGER THAN 1000 SQ FT. ACCESS GROUND TO OUTFALL. CONTRACTOR TO ENSURE THAT DRAINAGE BASIN A IS DIRECTED TOWARDS THE SEDIMENT POND AS EARTHWORK ACTIVITY OCCURS.



SEDIMENT BASIN/POND AREA A

Required Volume based on total drainage area:	
Total Drainage Area (ac)	11.5
Volume (ac-ft)	0.95

2-yr 24-hr Required Volume based on rainfall:	
2-yr 24-hr Rainfall (in)	4
Coefficient, C	0.85
Disturbed Drainage Area (ac)	11.53
Volume (ac-ft)	3.27
Required Volume (ac-ft)	0.95

Perforation Calculations (48-hour release)	
Volume (ft ³)	41508.1
Time (hr)	48
Total Flow, Q _t (cfs)	0.24
Coefficient, C	0.85
Area (ft ²)	0.005
Acceleration of Gravity, g (ft/s ²)	32.2
Height of Pond (ft)	4.0
Perforation Flow, Q _p (cfs)	0.74
Number of Openings	3

Pond Information:	
Top of Pond (ft)	598
Crest of Risers (ft)	596.00
Diameter of Risers (in)	30
Diameter of Riser Perforations (in)	1

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LEGACY OAK GROVE
 PREPARED FOR
LEGACY PARTNERS
 TOWN OF CRESS ROADS ETJ, TEXAS

EROSION CONTROL PLAN
PHASE 1

SHEET NUMBER
C-601

DATE: _____
 REVISIONS: _____
 NO. _____

VEGETATIVE STABILIZATION REQUIREMENTS

TEMPORARY SEEDING
 ALL DISTURBED AREAS WHICH WILL BE LEFT DORMANT FOR GREATER THAN 14 DAYS SHALL BE SEEDED WITH FAST-GERMINATING TEMPORARY VEGETATION IMMEDIATELY FOLLOWING GRADING OPERATIONS. SEEDING MATERIALS SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO APPLICATION.

TEMPORARY SEEDING TABLE*

SEEDS:	PLANTING DATE:	PLANTING DATE:
CRIMSON CLOVER	7/15/ACRE	8/15 - 11/30
MULEY, YOUTH	30#/ACRE	8/15 - 9/31
RYEBRASS, ANNUAL	30#/ACRE	8/15 - 9/30
SPRINGBROOK GREEN	23#/ACRE	9/1 - 9/7
TALL FESCUE	7#-10#/1000 SF	9/1 - 10/15

*USE ONLY USDA CERTIFIED SEED.

SURFACE PREPARATION FOR TEMPORARY SEEDING

1. INSTALL EROSION CONTROL STRUCTURES SUCH AS DRIES, DIVERSIONS, ETC. PRIOR TO SEEDING.
2. FURROW SLOPES STEEPER THAN 3:1 ON THE CONTOUR LINE BEFORE SEEDING.
3. ENSURE SEED BED IS FULVERIZED, LOOSE, AND UNIFORM.

APPLICATION:

1. WHEN HYDRALCONING IS USED, DO NOT MIX SEED AND FERTILIZER MORE THAN 20 MINUTES PRIOR TO APPLICATION.
2. APPLY SEED EVENLY USING PROPER EQUIPMENT AND WATER TO 40% VEGETATION COVER.
3. EROSION CONTROL NETTING SHALL BE INSTALLED OVER FILL SLOPES WHICH HAVE BEEN BROUGHT TO FINAL GRADE AND HAVE BEEN SEED TO PROTECT AGAINST EROSION. MULCH (STRAW OR FIBER) SHALL BE USED ON RELATIVELY FLAT SLOPES.

EROSION CONTROL SCHEDULE AND PHASING

THE PROJECT SHALL GENERALLY CONFORM TO THE FOLLOWING:

PHASE A - GRADING

1. CONSTRUCT TEMPORARY CONSTRUCTION ENTRANCE, SILT FENCE, DRY, AND TREE PROTECTION FENCES ACCORDING TO THE APPROPRIATE LOCATION AND SHOWN ON GRADING AND EROSION CONTROL PLAN.
2. BEGIN SLOPE AND GRADING OF SITE.
3. SEED AND REVEGETATE SLOPES WHERE SHOWN.

PHASE B - UTILITIES

1. WHEN HYDRALCONING IS USED, DO NOT MIX SEED AND FERTILIZER MORE THAN 20 MINUTES PRIOR TO APPLICATION.
2. APPLY SEED EVENLY USING PROPER EQUIPMENT AND WATER TO 40% VEGETATION COVER.
3. EROSION CONTROL NETTING SHALL BE INSTALLED OVER FILL SLOPES WHICH HAVE BEEN BROUGHT TO FINAL GRADE AND HAVE BEEN SEED TO PROTECT AGAINST EROSION. MULCH (STRAW OR FIBER) SHALL BE USED ON RELATIVELY FLAT SLOPES.

PHASE C - PAVING

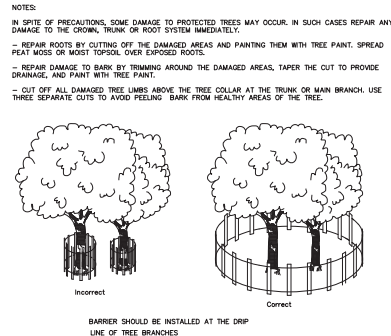
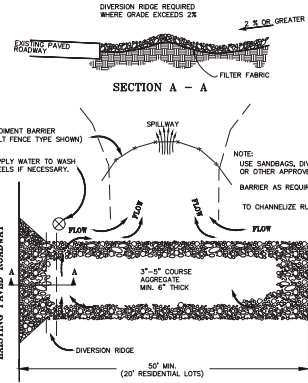
1. KEEP ALL STORM WATER POLLUTION PREVENTION MEASURES IN PLACE. REMOVE AS NEEDED TO PAVE.
2. STABILIZE SUBGRADE.
3. PAVE STREETS AND SIDEWALKS AS SPECIFIED ON PLAN SHEETS.
4. RE-INSTALL ANY STORM WATER POLLUTION PREVENTION MEASURES REQUIRED FOR PAVING OPERATIONS.

PHASE D - LANDSCAPING AND SOIL STABILIZATION

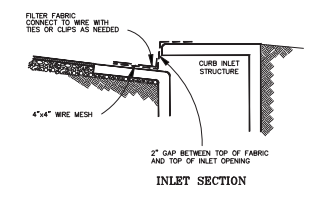
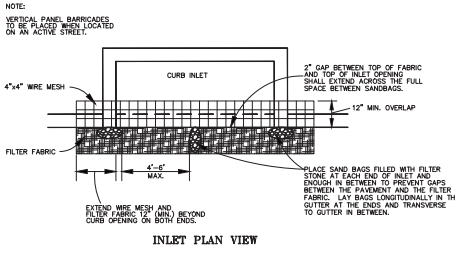
1. REVEGETATE LOT AND PARKWAYS.
2. LANDSCAPE CONTRACTOR SHALL REVEGETATE ALL AREAS RESERVED FOR LANDSCAPE VEGETATION.
3. REMOVE EROSION CONTROL DEVICES WHEN MINIMUM 70% GROUND COVER IS ESTABLISHED. VEGETATION MUST BE ESTABLISHED BEFORE STRUCTURAL CONTROLS REMOVED.

SITE MAP GENERAL NOTES

1. CONTRACTOR IS SOLELY RESPONSIBLE FOR SELECTION, IMPLEMENTATION, MAINTENANCE, AND EFFECTIVENESS OF ALL SWEEP CONTROLS - CONTROLS SHOWN ON THIS SITE MAP ARE SUGGESTED CONTROLS ONLY.
2. CONTRACTOR SHALL RECORD INSTALLATION, MAINTENANCE OR MODIFICATION, AND REMOVAL DATES FOR EACH BMP EMPLOYED (OWNER CALLED OUT ON ORIGINAL SHEET OR NOT) DIRECTLY ON THE SITE MAP.
3. DRAINAGE PATTERNS ARE SHOWN ON THIS PLAN BY PROPOSED AND EXISTING CONTOURS, FLOW ARROWS AND/OR SLOPES.
4. TEMPORARY AND PERMANENT STABILIZATION PRACTICES AND BMP'S SHALL BE INSTALLED AT THE EARLIEST POSSIBLE TIME DURING THE CONSTRUCTION SEQUENCE, AS AN EXAMPLE, PERIMETER SILT FENCE SHALL BE INSTALLED BEFORE COMMENCEMENT OF ANY GRADING ACTIVITIES. OTHER BMP'S SHALL BE INSTALLED AS SOON AS PRACTICABLE AND SHALL BE MAINTAINED UNTIL FINAL SITE STABILIZATION IS ATTAINED. CONTRACTOR SHALL ALSO RETAINENCE CURB AND LANDSCAPE PLANT BUILT PERMANENT STABILIZATION IS PROVIDED BY LANDSCAPING, THE BUILDBACKS, AND SITE PAVING.
5. BMP'S HAVE BEEN LOCATED AS INDICATED ON THIS PLAN IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES IN ORDER TO MINIMIZE SEDIMENT TRANSFER. FOR EXAMPLE, SILT FENCES LOCATED AT TOE OF SLOPE AND INLET PROTECTION FOR INLETS RECEIVING SEDIMENT FROM SITE RUN-OFF.
6. SANITARY SEWER EFFLUENT IS DISPOSED OF VIA AN ONSITE SEWER SYSTEM CONNECTED TO A MUNICIPAL SEWER SYSTEM.

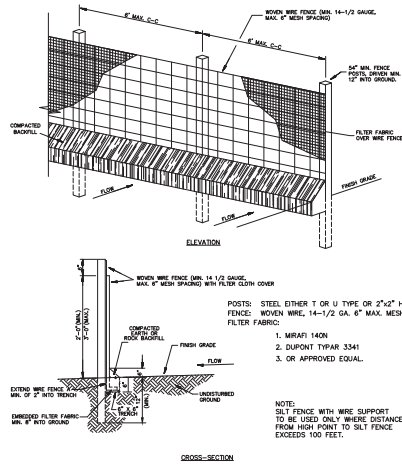


(CE) TEMPORARY STONE CONSTRUCTION ENTRANCE / EXIT
 N.T.S.



(IP) CURB INLET PROTECTION
 N.T.S.

(TP) TREE PROTECTION
 N.T.S.



(SF) SEDIMENTATION/SILT FENCE WITH WIRE SUPPORT
 N.T.S.

NO.	REV./ISSUES	DATE	BY

Kimley-Horn
 13455 NOEL RD. TWO GALERIA OFFICE TOWER
 SUITE 770 DALLAS, TX 75240
 PH: 972.362.2800
 WWW.KIMLEY-HORN.COM FAX: 972.362.2808
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PRELIMINARY
Kimley-Horn

KHA PROJECT	DATE	SCALE	DESIGNED BY	DRAWN BY	DATE
LEGACY OAK GROVE	7/21/2022	AS SHOWN	MTE	MTE	

LEGACY OAK GROVE
 PREPARED FOR
LEGACY PARTNERS
 TOWN OF CROSS ROADS ETJ, TEXAS

EROSION CONTROL DETAILS

SHEET NUMBER
C-602

TOWN OF CROSS ROADS
PLATTING APPLICATION



DATE: 05-09-2022

APPLICATION # 2022-0509-02PPLAT

PROJECT: Legacy Oak Grove

Completed applications will be considered received on the due date specified on the yearly Submission Schedule.
PLEASE VERIFY MEETING DATES.

TYPE OF PLAT

Preliminary _____ Replat _____
Final _____ Administrative/Amending _____

PLEASE SPECIFY THE PRIMARY CONTACT

Land Owner Name Steve & Nancy Bartel Signature 

Applicant Name Joseph Hornisher Signature 

Project Contact Mailing Address 13455 Noel Road, Dallas, Tx 75240

Project Contact Phone 972-776-1729 Email Joseph.Hornisher@kimley-horn.com

Proposed Project Name Legacy Oak Grove Location SEC of Oak Grove and Fishtrap

Lot/Block 1/A Abstract Marsella Jones Survey, Abstract No. 662

DCAD ID 38022

Number of Lots Created 1

REQUIRED SUBMISSION DOCUMENTS

Fee 4,738.53 = \$4,000 + \$500 + 11.9266 acres x \$20/acre Legal Description Included

Location Map Included Drawings (1 full, 2 half) Included

Site Plan (Commercial) _____ Electronic copy of application Included

Electronic copy of drawings Included

OTHER (Specify) _____

APPLICATION EXPLANATION

Explanation and Description of Request or Project

Submitting a preliminary plat in accordance with the subdivision ordinance for a proposed development within the ETJ.

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



COUNCIL AGENDA BRIEFING SHEET

Meeting Date:

August 15, 2022

Agenda Item:

Discuss and consider items related to the Fiscal Year 2022-2023 budget.

Prepared by:

Kristi Gilbert, Town Administrator

Description:

Enclosed for Council reference is a revised version of the Proposed FY 2023 Budget which incorporates items from discussions during the July 25, 2022 Council meeting. Staff decreased a handful of areas in order to adjust for the increased health insurance costs. Additionally, the Mayor had requests to further reduce expenditures.

The following items changed from the July 25, 2022 Council meeting:

- A decrease of contributions from MDD from \$26,250 to \$22,250.
- An increase in Administration payroll and associated expenses of \$12,628 to change the vacant position from Permit Technician to Deputy Town Secretary.
- A decrease in funds for the Aubrey Library from \$21,500 to \$10,000. The FY 22 and FY 23 Interlocal Agreements on the agenda indicate \$13,500 for each year.
- General decreases in engineering services of \$2,500; in professional services of \$1,500 and administration vehicle maintenance of \$200.
- General decreases in Municipal Court of \$250 for office supplies, \$250 for postage and \$750 for arrest/jail fees.
- A decrease in Police payroll and associated items of \$13,605 related to the delay in implementing the step plan.
- An increase in Police health insurance of \$800.
- Net adjustments to Police contractual services resulting in an increase of \$7,200 related to adjustments for pricing updates.
- An increase in Police building maintenance expenditures of \$12,000 to replace the carpet in the office area.
- A decrease in Parks Advertising from \$6,400 to \$2,740 to allow for three signs instead of five for each event.
- A decrease in Parks Events from \$24,300 to \$10,500. Of that amount approximately \$6,300 is decreased as a result of overestimating the cost of the Clean Up Event. The decrease also removes the cost of an LED Christmas Light Tree.
- A decrease in the Parks Maintenance item from \$24,141 to \$18,000 due to a high estimate for tree trimming.
- A decrease in Residential Inspection costs of \$1,500.
- An additional expense of \$25,000 in the Capital Improvement Fund for upgrading the audio/visual equipment in the Council Chambers.



COUNCIL AGENDA BRIEFING SHEET

Staff will provide additional decision packages for the Council's discussion and consideration at the meeting.

Attachments:

Draft Proposed Budget – All Funds

DRAFT EMPLOYEE HEALTH PREMIUMS

Health Plans	FY 23 Employee Monthly	FY22 Employee Monthly	Employees Enrolled	% change	\$ Change
S643ADT HMO					
Employee Only	\$ -	\$ -	0		
Employee & Spouse	\$ 41.75	\$ 66.34	0	-37.1%	\$ (24.59)
Employee & Child(ren)	\$ 41.75	\$ 66.34	0	-37.1%	\$ (24.59)
Employee & Family	\$ 327.90	\$ 449.51	0	-27.1%	\$(121.61)
G9E3ADT HMO					
Employee Only	\$ -	\$ -	1		\$ -
Employee & Spouse	\$ 179.51	\$ 183.58	1	-2.2%	\$ (4.07)
Employee & Child(ren)	\$ 179.51	\$ 183.58	1	-2.2%	\$ (4.07)
Employee & Family	\$ 534.54	\$ 625.37	0	-14.5%	\$ (90.83)
S661CHC PPO					
Employee Only	\$ -	\$ -	0		\$ -
Employee & Spouse	\$ 530.55	\$ 491.08	0	8.0%	\$ 39.47
Employee & Child(ren)	\$ 530.55	\$ 491.08	1	8.0%	\$ 39.47
Employee & Family	\$ 1,061.10	\$ 1,086.62	1	-2.3%	\$ (25.52)
G653CHC PPO					
Employee Only	\$ 95.56	\$ -	10		\$ 95.56
Employee & Spouse	\$ 721.67	\$ 658.08	0	9.7%	\$ 63.59
Employee & Child(ren)	\$ 721.67	\$ 658.08	0	9.7%	\$ 63.59
Employee & Family	\$ 1,347.78	\$ 1,337.12	0	0.8%	\$ 10.66

Cross Roads Plan Offering

Plan	G9E3ADT - Blue Advantage HMO	S643ADT - Blue Advantage HMO
<i>Prescription Card 30 day supply</i>	\$0/\$10 Generic/\$50 Brand/\$100 Non Preferred Brand/\$150 /\$250 Specialty	\$0/\$10 Generic/\$50 Brand/\$100 Non Preferred Brand/\$150 /\$250 Specialty
<i>Mail Order Copay</i>	\$0/\$30 Generic/\$150 Brand/\$300 Non Preferred Brand/\$450/\$750 Specialty	\$0/\$30 Generic/\$150 Brand/\$300 Non Preferred Brand/\$450/\$750 Specialty
<i>Annual Deductible In Network</i>	\$1,500 Individual/\$4,500 Family	\$3,000 Individual/\$9,000 Family
<i>Annual Deductible Out Network</i>	NO OUT OF NETWORK BENEFITS	NO OUT OF NETWORK BENEFITS
<i>Coinsurance</i>	80% In Network / No Out of Network Benefits	70% In Network / No Out of Network Benefits
<i>Out of Pocket Max includes Deductible</i>	\$6,000 Individual/\$12,000 Family	\$8,700 Individual/\$17,400 Family
<i>Inpatient Hospital Service</i>	Deductible- pays 80% In Network/No Out of Network Benefits	\$300 Copay + Deductible-pays 70% In Network/No Out of Network Benefits
<i>Inpatient Copays</i>	Not Applicable	\$300 Copay per occurrence
<i>Doctor's Office Visit</i>	\$30 Copay Primary Care Physician/\$60 Copay Specialist/\$30 Copay Virtual Visits	\$50 Copay Primary Care Physician/\$80 Copay Specialist/\$50 Copay Virtual Visits
<i>Preventive</i>	100% No Copay	100% No Copay
<i>Surgery Doctor's Office</i>	Deductible- pays 80% In Network/No Out of Network Benefits	\$250 Copay + Deductible-pays 70% In Network/No Out of Network Benefits
<i>Outpatient Surgery</i>	Deductible- pays 80% In Network/No Out of Network Benefits	\$250 Copay + Deductible-pays 70% In Network/No Out of Network Benefits
<i>Outpatient Copays</i>	Not Applicable	\$250 Copay per occurrence
<i>Hospital Emergency</i>	\$500 Copay + Deductible-pays 80% In or Out of Network	\$600 Copay + Deductible-pays 70% In or Out of Network Network
<i>Urgent Care Facility</i>	\$75 Copay Deductible Waived	\$100 Copay Deductible Waived
<i>Substance Abuse Outpatient</i>	\$30 Copay Deductible Waived	\$50 Copay Deductible Waived
<i>Substance Abuse Inpatient</i>	Deductible- pays 80% In Network/No Out of Network Benefits	\$300 Copay + Deductible-pays 70% In Network/No Out of Network Benefits
<i>Mental Nervous Outpatient</i>	\$30 Copay Deductible Waived	\$50 Copay Deductible Waived
<i>Mental Nervous Inpatient</i>	Deductible- pays 80% In Network/No Out of Network Benefits	\$300 Copay + Deductible-pays 70% In Network/No Out of Network Benefits
	Limited physician network; referrals required for specialist visits	Limited physician network; referrals required for specialist visits
Plan	S661CHC - Blue Choice PPO	G653CHC - Blue Choice PPO
<i>Prescription Card 30 day supply</i>	\$0/\$10 Generic/\$50 Brand/\$100 Non Preferred Brand/\$150 /\$250 Specialty	\$0/\$10 Generic/\$50 Brand/\$100 Non Preferred Brand/\$150 /\$250 Specialty
<i>Mail Order Copay</i>	\$0/\$30 Generic/\$150 Brand/\$300 Non Preferred Brand/\$450/\$750 Specialty	\$0/\$30 Generic/\$150 Brand/\$300 Non Preferred Brand/\$450/\$750 Specialty
<i>Annual Deductible In Network</i>	\$3,000 Individual/\$9,000 Family	\$1,500 Individual/\$4,500 Family
<i>Annual Deductible Out Network</i>	\$6,000 Individual/\$18,000 Family	\$3,000 Individual/\$9,000 Family
<i>Coinsurance</i>	70% In Network/50% Out of Network	80% Individual/60% Out of Network
<i>Out of Pocket Max includes Deductible</i>	\$8,700 Individual/\$17,400 Family	\$6,000 Individual/\$12,000 Family
<i>Inpatient Hospital Service</i>	\$300 Copay + Ded.-pays 70% In Network/\$350 Copay + Ded.-pays 50% Out of Network	Deductible-pays 80% In Network/Deductible-pays 60% Out of Network
<i>Inpatient Copays</i>	\$300 Copay In Network/\$350 Copay Out of Network	Not Applicable
<i>Doctor's Office Visit</i>	\$50 Primary Care Physician/\$80 Specialist/\$50 Virtual Visit	\$30 Primary Care Physician/\$60 Specialist/\$30 Virtual Visit
<i>Preventive</i>	100% No Copay	100% No Copay
<i>Surgery Doctor's Office</i>	\$250 Copay + Ded.-pays 70% In Network/\$300 Copay + Ded.-pays 50% Out of Network	Deductible-pays 80% In Network/Deductible-pays 60% Out of Network
<i>Outpatient Surgery</i>	\$250 Copay + Ded.-pays 70% In Network/\$300 Copay + Ded.-pays 50% Out of Network	Deductible-pays 80% In Network/Deductible-pays 60% Out of Network
<i>Outpatient Copays</i>	\$250 Copay In Network/\$300 Copay Out of Network	Not Applicable
<i>Hospital Emergency</i>	\$600 Copay + Deductible- pays 70% In or Out of Network	\$500 Copay + Deductible-pays 80% In or Out of Network
<i>Urgent Care Facility</i>	\$100 Copay Deductible Waived	\$75 Copay Deductible Waived
<i>Substance Abuse Outpatient</i>	\$50 Copay Deductible Waived	\$30 Copay Deductible Waived
<i>Substance Abuse Inpatient</i>	\$300 Copay + Ded.-pays 70% In Network/\$350 Copay + Ded.-pays 50% Out of Network	Deductible-pays 80% In Network/Deductible-pays 60% Out of Network
<i>Mental Nervous Outpatient</i>	\$50 Copay Deductible Waived	\$30 Copay Deductible Waived
<i>Mental Nervous Inpatient</i>	\$300 Copay + Ded.-pays 70% In Network/\$350 Copay + Ded.-pays 50% Out of Network	Deductible-pays 80% In Network/Deductible-pays 60% Out of Network

Decision Package		FY 23	Included in budget?	FY24	Included in budget?	FY25	Included in budget?	FY 26	Included in budget?	FY 27	Included in budget?
A.1.	Step Plan for Officers (effective Oct 2022)	\$ 37,337	N	\$ 38,830	Y	\$ 40,384	Y	\$ 41,999	Y	\$ 43,679	Y
A.2.	Step Plan for Officers (effective Jan 2023)	\$ 28,489	Y								
B	Market Adjustment - Salaries	\$ 49,000	Y	\$ 49,000	Y	\$ 49,000	Y	\$ 49,000	Y	\$ 49,000	Y
C.1.	Absorb Full Increase of Insurance (total)	\$ 25,239	N								
C.2.	Absorb Partial Increase of Insurance	\$ 13,702	Y			\$ -		\$ -		\$ -	
D.1.	Add Long Term Disability	\$ 4,747	Y	\$ 4,937	Y	\$ 5,134	Y	\$ 5,340	Y	\$ 5,553	Y
D.2.	Add Short Term Disability	\$ 2,475	N	\$ 2,574		\$ 2,677		\$ 2,784		\$ 2,895	
E.1.	Replace Carpet in PD	\$ 12,000	Y								
E.2.	Replace Carpet in Council Chambers	\$ 8,000	N								
F	AEDs in Vehicles	\$ 12,000	N								
G	Upgrade Permit Tech Position	\$ 14,145	Y	\$ 14,711	Y	\$ 15,299.23	Y	\$ 15,911.20	Y	\$ 16,547.65	Y
H	New Officer FY 24			\$ 98,000		\$ 101,920		\$ 105,997		\$ 110,237	
I	Council Items??										

All Items	\$ 207,134	\$ 208,052	\$ 214,414	\$ 221,031	\$ 227,912
Included in Budget	\$ 130,931	\$ 92,767	\$ 94,518	\$ 96,339	\$ 98,232
Not Included in Budget			\$ 15,299	\$ 121,908	\$ 126,784

Chief	Chief	Chief	Chief	Chief
2 Sgts	2 Sgts	2 Sgts	2 Sgts	2 Sgts
7 Officers	8 Officers	Investigator	Investigator	Investigator
1 Admin	1 Admin	8 Officers	8 Officers	8 Officers
		1 Admin	1 Admin	1 Admin

Sworn	11	11	11	11	11
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100 - GENERAL FUND

Category	FY 22 Adopted	FY 22 Amendment	FY 23
REVENUES - GENERAL FUND - 100			
Sales Tax	\$ 2,771,507.00	\$ 2,993,375.00	\$ 3,419,000.00
Franchise Taxes	\$ 149,695.00	\$ 164,000.00	\$ 166,750.00
Licenses & Permits	\$ 463,750.00	\$ 324,600.00	\$ 335,000.00
Court Revenue	\$ 190,000.00	\$ 175,000.00	\$ 190,000.00
Fines & Fees	\$ 3,000.00	\$ 17,500.00	\$ 20,000.00
Contributions	\$ 24,363.00	\$ 24,363.00	\$ 22,250.00
Investment Income	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00
Miscellaneous	\$ -	\$ 4,800.00	\$ -
Intergovernmental	\$ -	\$ 517,952.90	\$ -
Transfers	\$ -	\$ (6,400.00)	\$ -
TOTAL REVENUES - GENERAL FUND	\$ 3,609,315.00	\$ 4,222,190.90	\$ 4,158,000.00

100 - GENERAL FUND

Category	FY 22 Adopted	FY 22 Amendment	FY 23
EXPENSES - GENERAL FUND - 100			
ADMINISTRATION - 110			
Personnel and Benefits	\$ 552,050.00	\$ 548,045.00	\$ 623,530.00
Supplies	\$ 5,000.00	\$ 10,900.00	\$ 10,950.00
Contractual Services	\$ 780,505.00	\$ 820,350.00	\$ 873,504.00
Maintenance	\$ 6,300.00	\$ 7,800.00	\$ 8,300.00
Capital Outlay	\$ 15,000.00	\$ 27,000.00	\$ 6,500.00
Subtotal	\$ 1,358,855.00	\$ 1,414,095.00	\$ 1,522,784.00
MUNICIPAL COURT - 210			
Personnel and Benefits	\$ -	\$ 8,085.00	\$ 10,255.25
Supplies	\$ 6,000.00	\$ 6,750.00	\$ 7,350.00
Contractual Services	\$ 19,000.00	\$ 23,300.00	\$ 24,000.00
Capital Outlay	\$ -	\$ 1,250.00	\$ -
Subtotal	\$ 25,000.00	\$ 39,385.00	\$ 41,605.25
POLICE -310			
Personnel and Benefits	\$ 1,150,152.98	\$ 1,117,900.00	\$ 1,267,168.00
Supplies	\$ 44,750.00	\$ 76,750.00	\$ 63,300.00
Contractual Services	\$ 161,150.00	\$ 164,450.00	\$ 160,100.00
Maintenance	\$ 35,000.00	\$ 41,000.00	\$ 41,000.00
Subtotal	\$ 1,391,052.98	\$ 1,400,100.00	\$ 1,531,568.00
PARKS & RECREATION - 410			
Contractual Services	\$ 16,000.00	\$ 16,000.00	\$ 13,990.00
Maintenance	\$ 11,500.00	\$ 11,500.00	\$ 18,000.00
Subtotal	\$ 27,500.00	\$ 27,500.00	\$ 31,990.00
COMMUNITY DEVELOPMENT - 510			
Contractual Services	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Subtotal	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
INSPECTIONS - 520			
Contractual Services	\$ 71,000.00	\$ 29,000.00	\$ 21,500.00
Subtotal	\$ 71,000.00	\$ 29,000.00	\$ 21,500.00
PUBLIC WORKS - 610			
Contractual Services	\$ 441,422.56	\$ 99,000.00	\$ 99,100.00
Subtotal	\$ 441,422.56	\$ 99,000.00	\$ 99,100.00
TRANSFERS OUT - 710			
Subtotal	\$ -	\$ -	\$ -
DECISION PACKAGE - OPERATING EXPENSE			
Placeholder	\$ -	\$ -	\$ -

100 - GENERAL FUND

Category	FY 22 Adopted	FY 22 Amendment	FY 23
TOTAL OPERATING EXP - GEN. FUND	\$ 3,316,830.54	\$ 3,011,080.00	\$ 3,250,547.25
Net Operating Income	\$ 292,484.46	\$ 1,211,110.90	\$ 907,452.75
TRANSFERS OUT - 710 - FUND BALANCE - CAPITAL			
	\$ 705,000.00	\$ 2,821,308.28	\$ 660,860.00
Income	\$ (412,515.54)	\$ (1,610,197.38)	\$ 246,592.75
	\$ -	\$ -	\$ -
Beginning Balance	\$ 2,948,035.00	\$ 2,948,035.00	\$ 1,337,837.62
	\$ -	\$ -	\$ -
Ending Balance	\$ 2,535,519.46	\$ 1,337,837.62	\$ 1,584,430.37
% Reserve	76.4%	44.4%	48.7%
Days of Reserve	279.02	162.17	177.91

100 - GENERAL FUND

Account #	Account Description	Category	FY 22 Adopted Amendment	FY 23	7/25/22 Amount
REVENUES - GENERAL FUND - 100					
100-40100	Sales Tax Revenue	Sales Tax	\$ 2,975,000.00	\$ 3,400,000.00	
100-40110	Mixed Beverage Tax Revenue	Sales Tax	\$ 18,375.00	\$ 19,000.00	
	Subtotal	Sales Tax	\$ 2,993,375.00	\$ 3,419,000.00	
100-40120	Franchise Tax Telecom	Franchise Taxes	\$ 4,750.00	\$ 3,500.00	
100-40121	Franchise Tax Waste	Franchise Taxes	\$ 24,750.00	\$ 24,750.00	
100-40122	Franchise Tax Electric	Franchise Taxes	\$ 96,000.00	\$ 99,500.00	
100-40123	Franchise Tax Gas	Franchise Taxes	\$ 19,500.00	\$ 20,000.00	
100-40124	Franchise Tax Mustang SUD	Franchise Taxes	\$ 19,000.00	\$ 19,000.00	
	Subtotal	Franchise Taxes	\$ 164,000.00	\$ 166,750.00	
100-40200	Development/Platting/Permit Fees	Licenses & Permits	\$ 35,000.00	\$ 47,500.00	
100-40201	Infrastructure Inspection Fees	Licenses & Permits	\$ 45,000.00	\$ 68,000.00	
100-40202	Residential Bldg Permits and Inspections	Licenses & Permits	\$ 115,000.00	\$ 90,000.00	
100-40203	Commercial Bldg Permits and Inspections	Licenses & Permits	\$ 100,000.00	\$ 100,000.00	
100-40204	Septic Permits and Fees	Licenses & Permits	\$ 8,000.00	\$ 8,500.00	
100-40206	Health Inspection and Fees	Licenses & Permits	\$ 16,000.00	\$ 17,000.00	
100-40207	Alcohol Permit/License	Licenses & Permits	\$ 1,350.00	\$ 1,200.00	
100-40208	Signs Permit and Fees	Licenses & Permits	\$ 4,250.00	\$ 2,800.00	
	Subtotal	Licenses & Permits	\$ 324,600.00	\$ 335,000.00	
100-40210	Municipal Court Fines	Court Revenue	\$ 175,000.00	\$ 190,000.00	
	Subtotal	Court Revenue	\$ 175,000.00	\$ 190,000.00	
100-40300	Administrative Fees	Fines & Fees	\$ 15,000.00	\$ 17,500.00	
100-40301	Administrative Fees-Unpermitted Tree Kill	Fines & Fees	\$ -	\$ -	
100-40314	Credit Card Processing Fee	Fines & Fees	\$ 2,500.00	\$ 2,500.00	
	Subtotal	Fines & Fees	\$ 17,500.00	\$ 20,000.00	
100-40304	MDD Contribution	Contributions	\$ 24,363.00	\$ 22,250.00	\$ 26,250.00
100-40500	Developer Contributions	Contributions	\$ -	\$ -	
	Subtotal	Contributions	\$ 24,363.00	\$ 22,250.00	
100-40306	Interest Revenue	Investment Income	\$ 7,000.00	\$ 5,000.00	
	Subtotal	Investment Income	\$ 7,000.00	\$ 5,000.00	
100-40315	Miscellaneous Income	Miscellaneous	\$ 4,800.00	\$ -	
100-40320	Pass Through Income	Miscellaneous	\$ -	\$ -	
	Subtotal	Miscellaneous	\$ 4,800.00	\$ -	
100-40410	Intergovernmental Revenue	Intergovernmental	\$ -	\$ -	
100-40412	NEMC Disbursement	Intergovernmental	\$ 201,102.41	\$ -	
100-40413	NEPD Disbursement	Intergovernmental	\$ 316,850.49	\$ -	
100-40419	NEMC Personnel Reimbursement	Intergovernmental	\$ -	\$ -	
100-40450	Grant Revenue	Intergovernmental	\$ -	\$ -	
	Subtotal	Intergovernmental	\$ 517,952.90	\$ -	
100-40910	Transfers In	Transfers	\$ (6,400.00)	\$ -	
	Subtotal	Transfers	\$ (6,400.00)	\$ -	
TOTAL REVENUES - GENERAL FUND			\$ 4,222,190.90	\$ 4,158,000.00	

100 - GENERAL FUND

Account #	Account Description	Category	FY 22 Adopted Amendment	FY 23	7/25/22 Amount
EXPENSES - GENERAL FUND - 100					
ADMINISTRATION - 110					
100-110-51101	Payroll Expenses: Wages	Personnel and Benefits	\$ 424,600.00	\$ 481,000.00	\$ 469,950.00
100-110-51102	Overtime	Personnel and Benefits	\$ 500.00	\$ 500.00	
100-110-51105	Longevity Pay	Personnel and Benefits	\$ 795.00	\$ 5,950.00	
100-110-51109	Auto Allowance	Personnel and Benefits	\$ 1,800.00	\$ 1,800.00	
100-110-51210	Payroll Expenses: Company Contributions:	Personnel and Benefits	\$ 32,150.00	\$ 38,480.00	\$ 37,596.00
100-110-51215	Payroll Expenses: Taxes	Personnel and Benefits	\$ 37,050.00	\$ 37,750.00	\$ 36,656.10
100-110-51216	Employee Health Benefits	Personnel and Benefits	\$ 44,000.00	\$ 48,450.00	
100-110-51220	Workers Compensation	Personnel and Benefits	\$ 6,450.00	\$ 7,750.00	
100-110-51230	Unemployment	Personnel and Benefits	\$ 500.00	\$ 1,600.00	\$ 2,000.00
100-110-51250	Mileage Reimbursements-Non Tax	Personnel and Benefits	\$ 100.00	\$ 150.00	
100-110-51255	Miscellaneous Reimbursements	Personnel and Benefits	\$ 100.00	\$ 100.00	
	Subtotal	Personnel and Benefits	\$ 548,045.00	\$ 623,530.00	
100-110-52014	Office Supplies	Supplies	\$ 7,500.00	\$ 7,500.00	
100-110-52030	Postage	Supplies	\$ 1,500.00	\$ 1,250.00	
100-110-52100	Minor Tools and Equipment	Supplies	\$ 1,900.00	\$ 2,200.00	
	Subtotal		\$ 10,900.00	\$ 10,950.00	
100-110-53001	Accounting and Auditing Fees	Contractual Services	\$ 7,500.00	\$ 15,000.00	
100-110-53002	Advertising and Promotion	Contractual Services	\$ 12,000.00	\$ 12,000.00	
100-110-53004	Software	Contractual Services	\$ 27,000.00	\$ 28,000.00	
100-110-53006	Codification Services	Contractual Services	\$ 2,000.00	\$ 3,250.00	
100-110-53007	Administrative Expenses	Contractual Services	\$ -	\$ -	
100-110-53010	Property and Liability Insurance	Contractual Services	\$ 8,500.00	\$ 8,600.00	
100-110-53012	Legal Fees	Contractual Services	\$ 60,000.00	\$ 75,000.00	
100-110-53015	Dues and Subscriptions	Contractual Services	\$ 900.00	\$ 1,000.00	
100-110-53016	Public Notices/Dues	Contractual Services	\$ 1,200.00	\$ 1,000.00	
100-110-53022	Training and Travel	Contractual Services	\$ 12,000.00	\$ 14,000.00	
100-110-53028	Lovetts 380 Agreement	Contractual Services	\$ -	\$ -	
100-110-53030	PayPal Charge	Contractual Services	\$ 2,500.00	\$ 2,500.00	
100-110-53045	Lease and CAM Pmts - Town Hall	Contractual Services	\$ 68,900.00	\$ 68,900.00	
100-110-53050	Careflite Services	Contractual Services	\$ 2,000.00	\$ 2,400.00	
100-110-53055	City of Aubrey Library Fund	Contractual Services	\$ 21,500.00	\$ 10,000.00	\$ 21,500.00
100-110-53080	Engineering Services	Contractual Services	\$ 60,000.00	\$ 62,500.00	\$ 65,000.00
100-110-53083	Professional Services	Contractual Services	\$ 50,000.00	\$ 83,500.00	(85,000) strategic plan & zoning/subd, retreat
100-110-53110	Utilities	Contractual Services	\$ 6,600.00	\$ 6,750.00	
100-110-53225	Interlocal Fire	Contractual Services	\$ 452,830.00	\$ 452,300.00	
100-110-53610	Election Expense	Contractual Services	\$ 8,000.00	\$ 6,500.00	
100-110-53800	Sales Tax Overpmt 12/21 to 5/25 Payback	Contractual Services	\$ 16,920.00	\$ 20,304.00	
	Subtotal	Contractual Services	\$ 820,350.00	\$ 873,504.00	
100-110-54010	Building Maintenance/Cleaning	Maintenance	\$ 5,500.00	\$ 6,000.00	
100-110-54020	Vehicles Maintenance	Maintenance	\$ 2,300.00	\$ 2,300.00	\$ 2,500.00
	Subtotal	Maintenance	\$ 7,800.00	\$ 8,300.00	
100-110-58007	Capital Improvements	Capital Outlay	\$ 27,000.00	\$ 6,500.00	
	Subtotal	Capital Outlay	\$ 27,000.00	\$ 6,500.00	
ADMINISTRATION - 110		TOTAL	\$ 1,414,095.00	\$ 1,522,784.00	

100 - GENERAL FUND

Account #	Account Description	Category	FY 22 Adopted Amendment	FY 23	7/25/22 Amount
MUNICIPAL COURT - 210					
100-210-51101	Payroll Expenses: Wages	Personnel and Benefits	\$ 7,500.00	\$ 9,500.00	
100-210-51215	Payroll Expenses: Taxes	Personnel and Benefits	\$ 575.00	\$ 741.00	
100-210-51230	Unemployment	Personnel and Benefits	\$ 10.00	\$ 14.25	
	Subtotal	Personnel and Benefits	\$ 8,085.00	\$ 10,255.25	
100-210-52014	Office Supplies	Supplies	\$ 3,500.00	\$ 2,750.00	\$ 3,000.00
100-210-52020	Court Supplies	Supplies	\$ 1,250.00	\$ 1,250.00	
100-210-52030	Postage	Supplies	\$ 1,000.00	\$ 2,000.00	\$ 2,250.00
100-210-52100	Minor Tools and Equipment	Supplies	\$ 1,000.00	\$ 1,350.00	
	Subtotal	Supplies	\$ 6,750.00	\$ 7,350.00	
100-210-53001	Accounting and Auditing	Contractual Services	\$ 1,400.00	\$ -	
100-210-53004	Software	Contractual Services	\$ 650.00	\$ -	
100-210-53015	Dues and Subscriptions	Contractual Services	\$ 250.00	\$ 250.00	
100-210-53022	Training and Travel	Contractual Services	\$ 500.00	\$ 500.00	
100-210-53075	Prosecutor	Contractual Services	\$ 18,000.00	\$ 21,500.00	
100-210-53076	Jury	Contractual Services	\$ 500.00	\$ 500.00	
100-210-53077	Interpreter	Contractual Services	\$ 750.00	\$ 750.00	
100-210-53078	Arrest/Jail Fees	Contractual Services	\$ 1,250.00	\$ 500.00	\$ 1,250.00
	Subtotal	Contractual Services	\$ 23,300.00	\$ 24,000.00	
100-210-58010	Capital Equipment	Capital Outlay	\$ 1,250.00	\$ -	
	Subtotal	Capital Outlay	\$ 1,250.00	\$ -	
MUNICIPAL COURT - 210		TOTAL	\$ 39,385.00	\$ 41,605.25	

100 - GENERAL FUND

Account #	Account Description	Category	FY 22 Adopted Amendment	FY 23	7/25/22 Amount
POLICE - 310					
100-310-51101	Payroll Expenses: Wages	Personnel and Benefits	\$ 815,000.00	\$ 932,100.00	\$ 943,500.00
100-310-51102	Overtime	Personnel and Benefits	\$ 35,000.00	\$ 36,000.00	
100-310-51105	Longevity Pay	Personnel and Benefits	\$ 400.00	\$ 1,750.00	
100-310-51108	Incentive Pay	Personnel and Benefits	\$ 6,000.00	\$ 7,000.00	
100-310-51210	Payroll Expenses: Company Contributions:	Personnel and Benefits	\$ 61,700.00	\$ 74,568.00	\$ 75,480.00
100-310-51215	Payroll Expenses: Taxes	Personnel and Benefits	\$ 65,000.00	\$ 72,300.00	\$ 73,593.00
100-310-51216	Employee Health Benefits	Personnel and Benefits	\$ 93,000.00	\$ 105,300.00	\$ 104,500.00
100-310-51220	Workers Compensation	Personnel and Benefits	\$ 38,300.00	\$ 34,000.00	
100-310-51230	Unemployment	Personnel and Benefits	\$ 3,500.00	\$ 4,150.00	
	Subtotal	Personnel and Benefits	\$ 1,117,900.00	\$ 1,267,168.00	
100-310-52005	Uniforms	Supplies	\$ 20,000.00	\$ 10,000.00	
100-310-52010	Law Enforcement Supplies	Supplies	\$ 5,000.00	\$ 5,000.00	
100-310-52014	Office Supplies	Supplies	\$ 5,000.00	\$ 5,000.00	
100-310-52015	Evidence Supplies	Supplies	\$ 2,000.00	\$ 2,000.00	
100-310-52030	Postage	Supplies	\$ 1,250.00	\$ 1,300.00	
100-310-52050	Fuel	Supplies	\$ 40,000.00	\$ 35,000.00	
100-310-52100	Minor Tools and Equipment	Supplies	\$ 3,500.00	\$ 5,000.00	
	Subtotal	Supplies	\$ 76,750.00	\$ 63,300.00	
100-310-53004	Software	Contractual Services	\$ 18,400.00	\$ 19,400.00	\$ 10,000.00
100-310-53010	Property and Liability Insurance	Contractual Services	\$ 15,000.00	\$ 16,000.00	
100-310-53012	Legal Fees	Contractual Services	\$ 2,500.00	\$ 2,500.00	
100-310-53015	Dues and Subscriptions	Contractual Services	\$ 1,500.00	\$ 1,500.00	\$ 1,100.00
100-310-53022	Training and Travel	Contractual Services	\$ 11,500.00	\$ 12,200.00	\$ 11,500.00
100-310-53033	Community Events	Contractual Services	\$ 5,000.00	\$ 5,000.00	
100-310-53081	Information Technology Services	Contractual Services	\$ 16,750.00	\$ 20,500.00	\$ 22,000.00
100-310-53083	Professional Services	Contractual Services	\$ 22,800.00	\$ 13,500.00	\$ 15,000.00
100-310-53091	Landscaping	Contractual Services	\$ 3,500.00	\$ 5,000.00	
100-310-53110	Utilities	Contractual Services	\$ 7,500.00	\$ 8,000.00	
100-310-53130	Telephone Mobile	Contractual Services	\$ 13,000.00	\$ 10,000.00	
100-310-53210	Animal Control	Contractual Services	\$ 14,500.00	\$ 14,700.00	
100-310-53230	County Public Safety Fees	Contractual Services	\$ 32,500.00	\$ 31,800.00	\$ 32,000.00
	Subtotal	Contractual Services	\$ 164,450.00	\$ 160,100.00	
100-310-54010	Building Maintenance/Cleaning	Maintenance	\$ 20,000.00	\$ 21,000.00	\$ 9,000.00
100-310-54020	Vehicles Maintenance	Maintenance	\$ 21,000.00	\$ 20,000.00	
	Subtotal	Maintenance	\$ 41,000.00	\$ 41,000.00	
POLICE - 310		TOTAL	\$ 1,400,100.00	\$ 1,531,568.00	
PARKS & RECREATION - 410					
XXX-XXX-XXXXX	Park Improvements (For FY 21 Only)		\$ -		
100-410-53002	Advertising and Promotion	Contractual Services	\$ -	\$ 2,740.00	\$ 6,400.00
100-410-53035	Park Events	Contractual Services	\$ 15,000.00	\$ 10,500.00	\$ 24,300.00
100-410-53110	Utilities	Contractual Services	\$ 1,000.00	\$ 750.00	\$ 1,000.00
	Subtotal	Contractual Services	\$ 16,000.00	\$ 13,990.00	
100-410-54030	Park Maintenance	Maintenance	\$ 11,500.00	\$ 18,000.00	\$ 24,141.00
	Subtotal	Maintenance	\$ 11,500.00	\$ 18,000.00	
PARKS & RECREATION - 410		TOTAL	\$ 27,500.00	\$ 31,990.00	
COMMUNITY DEVELOPMENT - 510					
100-510-53084	Code Enforcement	Contractual Services	\$ 2,000.00	\$ 2,000.00	
	Subtotal	Contractual Services	\$ 2,000.00	\$ 2,000.00	
COMMUNITY DEVELOPMENT - 510		TOTAL	\$ 2,000.00	\$ 2,000.00	

100 - GENERAL FUND

Account #	Account Description	Category	FY 22 Adopted Amendment	FY 23	7/25/22 Amount
INSPECTIONS - 520					
100-520-53085	Res & Com Building Review & Insp	Contractual Services	\$ 15,000.00	\$ 6,500.00	\$ 8,000.00
100-520-53090	Sanitation Services	Contractual Services	\$ 14,000.00	\$ 15,000.00	
	Subtotal	Contractual Services	\$ 29,000.00	\$ 21,500.00	
INSPECTIONS - 520		TOTAL	\$ 29,000.00	\$ 21,500.00	
PUBLIC WORKS - 610					
100-610-53060	Street Materials and Signs	Contractual Services	\$ 8,000.00	\$ 8,000.00	
100-610-53065	Mowing and ROW Cleanup	Contractual Services	\$ 38,500.00	\$ 38,500.00	
100-610-53070	Street Repairs - Maintenance *	Contractual Services	\$ 50,000.00	\$ 50,000.00	
100-610-53110	Utilities	Contractual Services	\$ 2,500.00	\$ 2,600.00	
	Subtotal	Contractual Services	\$ 99,000.00	\$ 99,100.00	
PUBLIC WORKS - 610		TOTAL	\$ 99,000.00	\$ 99,100.00	
TRANSFERS OUT - 710					
100-710-59100	Transfers Out	Transfers	\$ -	\$ -	
TRANSFERS OUT - 710		TOTAL	\$ -	\$ -	
DECISION PACKAGE - OPERATING EXPENSE					
	Operating Expense Decision Package	n/a	\$ -		
		TOTAL	\$ -	\$ -	
TOTAL OPERATING EXPENSES - GENERAL FUND			\$ 3,011,080.00	\$ 3,250,547.25	
Net Operating Income			\$ 1,211,110.90	\$ 907,452.75	
TRANSFERS OUT - 710 - FUND BALANCE - CAPITAL					
100-710-59100	Transfers Out - Vehicle/Equip Repl.	Transfers	\$ 275,000.00	\$ 75,000.00	
100-710-59100	Transfers Out - Pub. Saf. Bldg	Transfers	\$ -	\$ -	
100-710-59100	Transfers Out - Park Imp	Transfers	\$ 75,000.00	\$ -	
100-710-59100	Transfers Out - Road Imp. (.1429)*	Transfers	\$ 425,127.50	\$ 485,860.00	
100-710-59100	Transfers Out - Road Imp.	Transfers	\$ 1,100,000.00	\$ 100,000.00	
100-710-59100	Transfers Out - Cap Imp.	Transfers	\$ 625,000.00		
100-710-59100	Transfers Out - Legal Contingency	Transfers	\$ 250,000.00	\$ -	
100-710-59100	Transfers Out - Court Tech	Transfers	\$ 20,000.00	\$ -	
100-710-59100	Transfers Out - Court Security	Transfers	\$ 32,831.30	\$ -	
100-710-59100	Transfers Out - Other Rest. Court	Transfers	\$ 6,400.00	\$ -	
100-710-59100	Transfers Out - Police Donations	Transfers	\$ 11,949.48	\$ -	
TOTAL TRANSFERS OUT			\$ 2,821,308.28	\$ 660,860.00	
Income			\$ (1,610,197.38)	\$ 246,592.75	\$ 222,320.00
Beginning Balance			\$ 1,571,336.00	\$ 2,948,035.00	\$ 1,337,837.62
Ending Balance			\$ 2,948,035.00	\$ 1,337,837.62	\$ 1,584,430.37
% Reserve				44.4%	49%
Days of Reserve				162.17	177.91

Account #	Account Description	Category	FY 22 Adopted Amendment	FY 23	Notes
REVENUES - LEGAL CONTINGENCY FUND - 150					
150-40306	Interest Revenue	Investment Income		\$ 1,012.30	
150-40910	Transfers In	Transfer	\$ 250,000.00	\$ -	
TOTAL REVENUES - LEGAL CONTINGENCY FUND			\$ 250,000.00	\$ 1,012.30	
EXPENSES - LEGAL CONTINGENCY FUND - 150					
150-110-53083	Professional Services	Contractual Services			
150-110-59100	Transfers Out	Capital Outlay		\$ -	
TOTAL EXPENSES - LEGAL CONTINGENCY FUND			\$ -	\$ -	
Net Income			\$ 250,000.00	\$ 1,012.30	
Beginning Balance FY 21		\$ 253,702.67	\$ 256,147.75	\$ 506,147.75	
Ending Balance FY 21		\$ 254,947.75	\$ 506,147.75	\$ 507,160.05	

Account #	Account Description	Category	FY 22 Proposed		FY 23 Proposed
			FY 22 Adopted	Amendment	
REVENUES - MUNICIPAL DEVELOPMENT FUND - 210					
210-40100	Sales Tax Revenue	Sales Tax	\$ 390,000.00	\$ 450,000.00	\$ 500,000.00
210-40306	Interest Revenue	Investment Income	\$ 1,000.00	\$ 1,500.00	\$ 1,750.00
210-40350	Rental Income	Miscellaneous	\$ -	\$ 10,000.00	\$ 15,000.00
210-40620	Debt Proceeds	Other Income	\$ -	\$ 607,500.00	\$ -
210-40910	Transfers In	Transfers	\$ -	\$ -	\$ -

TOTAL REVENUES - MUNICIPAL DEVELOPMENT FUND	\$ 391,000.00	\$ 1,069,000.00	\$ 516,750.00
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EXPENSES - MUNICIPAL DEVELOPMENT FUND - 210					
210-110-53002	Advertising and Promotion	Contractual Services	\$ 38,000.00	\$ 38,000.00	\$ 15,000.00
210-110-53004	Software	Contractual Services		\$ 1,000.00	\$ 1,500.00
210-110-53007	Administrative Expenses	Contractual Services	\$ 24,363.00	\$ 25,113.00	\$ 24,000.00
210-110-53015	Dues and Subscriptions	Contractual Services	\$ 3,725.00	\$ 3,725.00	\$ 4,000.00
210-110-53022	Training and Travel	Contractual Services	\$ 4,000.00	\$ 4,000.00	\$ 7,500.00
210-110-53025	MDD Business Grant	Contractual Services	\$ 75,000.00	\$ 75,000.00	\$ -
210-110-53100	Planning/Consulting	Contractual Services	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00
210-110-53110	Utilities	Contractual Services		\$ 500.00	\$ 1,500.00
210-110-53805	Property Taxes	Contractual Services		\$ -	\$ 13,600.00
210-110-54018	Rental Property Repair	Maintenance		\$ 40,000.00	\$ 40,000.00
210-110-56010	Debt Principal	Debt Service		\$ 24,568.51	\$ 33,591.46
210-110-56020	Debt Interest	Debt Service		\$ 12,945.95	\$ 16,427.82
210-110-56030	Debt Issuance Costs	Contractual Services		\$ 7,500.00	\$ -
210-110-58007	Capital Improvements	Capital Outlay	\$ 170,000.00	\$ 810,000.00	\$ -
210-710-59100	Transfers Out	Capital Outlay		\$ -	\$ -

TOTAL EXPENSES - MUNICIPAL DEVELOPMENT FUND	\$ 380,088.00	\$ 1,107,352.46	\$ 222,119.28
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Net Income		\$ 10,912.00	\$ (38,352.46)	\$ 294,630.72
Beginning Balance FY 21	\$ 385,414.00	\$ 541,548.00	\$ 541,548.00	\$ 503,195.54
Ending Balance FY 21	\$ 541,548.00	\$ 552,460.00	\$ 503,195.54	\$ 797,826.26

Account #	Account Description	Category	FY 22 Proposed Amendment	FY 23	Notes
REVENUES - GRANTS FUND - 230					
230-40306	Interest Revenue	Investment Income		\$ -	
230-40450	Grant Revenue	Intergovernmental		\$ -	
230-40910	Transfers In	Capital Outlay		\$ -	
TOTAL REVENUES - GRANTS FUND			\$ -	\$ -	
EXPENSES -GRANTS FUND - 230					
230-110-53083	Professional Services	Contractual Services			
230-110-55050	Grant Expenses	Grants		\$ -	
230-110-58007	Capital Improvements	Capital Outlay		\$ -	
TOTAL EXPENSES - GRANTS FUND			\$ -	\$ -	
Net Income			\$ -		
Beginning Balance FY 21	\$ -		\$ -	\$ -	
Ending Balance FY 21	\$ -		\$ -	\$ -	

240 - Court Technology

Account #	Account Description	Category	FY 22 Adopted Amendment	FY 23	Notes
REVENUES - COURT TECH -240					
240-40215	Court Technology Revenue	Court Revenue	\$ 6,000.00	\$ 7,500.00	
240-40306	Interest Revenue	Investment Income	\$ 25.00	\$ -	
	Transfer In - NEMC Funds		\$ 20,000.00	\$ -	
TOTAL REVENUES - COURT TECH FUND			\$ 26,025.00	\$ 7,500.00	

EXPENSES - COURT TECH FUND - 240					
240-210-52510	Court Technology	Municipal Court	\$ 13,000.00	\$ 9,500.00	
240-210-59100	Transfers Out	Capital Outlay		\$ -	
TOTAL EXPENSES - COURT TECH FUND			\$ 13,000.00	\$ 9,500.00	

Net Income			\$ 13,025.00	\$ (2,000.00)	
Beginning Balance FY 21	\$ -	\$ -	\$ -	\$ 13,025.00	
Ending Balance FY 21	\$ -	\$ 13,025.00	\$ 13,025.00	\$ 11,025.00	

Account #	Account Description	Category	FY 22 Adopted		Notes
			Amendment	FY 23	
REVENUES - COURT SECURITY -241					
241-40220	Court Security Revenue	Court Revenue	\$ 4,500.00	\$ 5,625.00	
241-40306	Interest Revenue	Investment Income	\$ 25.00	\$ -	
	Transfer In		\$ 32,831.30	\$ -	
TOTAL REVENUES - COURT TECH FUND			\$ 37,356.30	\$ 5,625.00	
EXPENSES - COURT SECURITY FUND - 241					
241-210-52520	Court Security	Municipal Court	\$ 9,050.00	\$ 4,500.00	alarms/monitoring
241-210-53022	Training and Travel	Contractual Services	\$ 500.00	\$ 500.00	
241-210-53072	Bailiff Fees	Contractual Services	\$ 3,000.00	\$ -	
241-210-59100	Transfers Out	Capital Outlay	\$ 18,000.00	\$ -	
TOTAL EXPENSES - COURT TECH FUND			\$ 30,550.00	\$ 5,000.00	
Net Income			\$ 6,806.30	\$ 625.00	
Beginning Balance FY 21			\$ -	\$ 6,806.30	
Ending Balance FY 21			\$ -	\$ 7,431.30	

Account #	Account Description	Category	FY 22 Adopted Amendment	FY 23	Notes
REVENUES - TRUANCY - 242					
242-40242	Truancy Prevention Revenue	Court Revenue	\$ 2,200.00	\$ 5,625.00	
242-40910	Transfers In	Transfers	\$ -	\$ -	
TOTAL REVENUES - TRUANCY FUND			\$ 2,200.00	\$ 5,625.00	
EXPENSES - TRUANCY -242					
				\$ -	
TOTAL EXPENSES - JURY FUND				\$ -	
Net Income			\$ 2,200.00	\$ 5,625.00	
Beginning Balance FY 21			\$ -	\$ 2,200.00	
Ending Balance FY 21			\$ -	\$ 7,825.00	

Account #	Account Description	Category	FY 22 Proposed Amendment	FY 23	Notes
REVENUES - JURY - 243					
243-40245	Jury Fees	Court Revenue	\$ 50.00	\$ 100.00	
243-40910	Transfers In	Transfers		\$ -	
TOTAL REVENUES - JURY FUND			\$ 50.00	\$ 100.00	
EXPENSES - JURY - 243					
				\$ -	
TOTAL EXPENSES - JURY FUND				\$ -	
Net Income			\$ 50.00	\$ 100.00	
Beginning Balance FY 21			\$ -	\$ 50.00	
Ending Balance FY 21			\$ -	\$ 150.00	

Account #	Account Description	Category	FY 22 Proposed Amendment	FY 23	Notes
REVENUES - LEOSE - 260					
260-40306	Interest Revenue	Investment Income		\$ -	
260-40460	State LEOSE Funds	Intergovernmental		\$ 1,100.00	
TOTAL REVENUES - LEOSE FUND			\$ -	\$ 1,100.00	
EXPENSES - LEOSE - 260					
260-310-53022	Training and Travel	Contractual Services		\$ 1,100.00	
TOTAL EXPENSES - LEOSE FUND			\$ -	\$ 1,100.00	
Net Income			\$ -	\$ -	
Beginning Balance FY 21			\$ -	\$ 750.00	
Ending Balance FY 21			\$ -	\$ 750.00	

Account #	Account Description	Category	FY 22 Adopted Amendment	FY 23	Notes
REVENUES - POLICE DONATIONS FUND - 265					
265-40250	Child Safety Revenue	Contributions		\$ 1,700.00	
265-40420	Police Donations	Donations	\$ 11,949.48	\$ -	
265-40450	Grant Revenue	Intergovernmental		\$ -	
TOTAL REVENUES - LEOSE FUND			\$ 11,949.48	\$ 1,700.00	
EXPENSES - POLICE DONATIONS FUND - 265					
265-310-52014	Office Supplies	Supplies		\$ -	
265-310-52530	Donated Police Expenditures	Supplies	\$ 11,000.00	\$ 11,000.00	
265-310-55050	Grant Expenses	Grants			
265-310-58010	Capital Equipment	Capital Outlay		\$ -	
TOTAL EXPENSES - POLICE DONATIONS FUND			\$ 11,000.00	\$ 11,000.00	
Net Income			\$ 949.48	\$ (9,300.00)	
Beginning Balance FY 21			\$ -	\$ 949.48	
Ending Balance FY 21			\$ -	\$ (8,350.52)	

310 - CAPITAL IMPROVEMENTS

Account #	Account Description	Category	FY 22 Proposed Amendment	FY 23	Notes
REVENUES - CAPITAL IMPROVEMENT FUND - 310					
310-40306	Interest Revenue	Investment Income		\$ 5,840.00	
310-40500	Developer Contributions	Contributions		\$ -	
310-40910	Transfers In	Transfers	\$ 625,000.00	\$ -	
TOTAL REVENUES - CAPITAL IMPROVEMENT FUND			\$ 625,000.00	\$ 5,840.00	
EXPENSES - CAPITAL IMPROVEMENT FUND - 310					
310-610-53083	Professional Services	Contractual Services	\$ 30,000.00		
310-610-58007	Capital Improvements	Capital Outlay	\$ 50,000.00	\$ 25,000.00	A/V Equip Chambers
310-110-59100	Transfers Out	Capital Outlay		\$ -	
TOTAL EXPENSES - CAPITAL IMPROVEMENT FUND			\$ 80,000.00	\$ 25,000.00	
Net Income			\$ 545,000.00	\$ (19,160.00)	
Beginning Balance FY 21		\$ -	\$ 39,000.00	\$ 584,000.00	
Ending Balance FY 21		\$ 39,000.00	\$ 584,000.00	\$ 564,840	

Account #	Account Description	Category	FY 22 Proposed Amendment	FY 23	Notes
REVENUES - PARK IMPROVEMENT FUND - 320					
	Administrative Fees-				
320-40301	Unpermitted Tree Kill Fine	Fines and Fees	\$ -	\$ -	
320-40306	Interest Revenue	Investment Income	\$ -		
320-40450	Grant Revenue	Intergovernmental	\$ -	\$ -	
320-40455	Donations	Donations	\$ -	\$ -	
320-40910	Transfers In - GF	Transfers	\$ 75,000.00	\$ -	
320-40910	Transfers In -COVID	Transfers	\$ -	\$ -	
TOTAL REVENUES - CAPITAL IMPROVEMENT FUND			\$ 75,000.00	\$ -	

EXPENSES - PARK IMPROVEMENT FUND - 310					
320-410-53083	Professional Services	Contractual Services	\$ -	\$ 30,000.00	
320-410-58007	Capital Improvements	Capital Outlay	\$ 18,000.00	\$ -	Budget Amendment after Strategic Plan
320-410-59100	Transfers Out	Capital Outlay	\$ -	\$ -	
320-110-59100	Transfers Out	Capital Outlay	\$ -	\$ -	
TOTAL EXPENSES - PARK IMPROVEMENT FUND			\$ 18,000.00	\$ 30,000.00	

Net Income		\$ 57,000.00	\$ (30,000.00)
Beginning Balance FY 21	\$ -	\$ 23,025.00	\$ 80,025.00
Ending Balance FY 21	\$ 23,025.00	\$ 80,025.00	\$ 50,025.00

FY 22 Capital Improvements:	FY23: Park Board Request
\$2,000 for Porta Potty surround	\$69,500 Playground Equipment
\$2,000 for Bulletin Board in the Park	\$14,800 Install Playground
\$3,500 for overhead fans and installation	\$9,500 Playground surfacing
\$9,500 to run water lines and install water fountain	\$6,200 Ground Prep for playground
???? Sign frame at each entrance	<i>Not requested: Grant Writer</i>

330 - VEHICLE/EQUIPMENT REPLACEMENT

FY 22

Account #	Account Description	Category	Amendment	FY 23	Notes
REVENUES - VEHICLE/EQUIPMENT REPLACEMENT FUND - 330					
330-40306	Interest Revenue	Investment Income	\$ -	\$ -	
330-40610	Insurance Proceeds	Other Income		\$ -	
330-40910	Transfers In - COVID	Transfers	\$ 185,000.00	\$ -	
330-40910	Transfers In - GF	Transfers	\$ 275,000.00	\$ 75,000.00	

TOTAL REVENUES - VEHICLE REPLACEMENT FUND \$ 460,000.00 \$ 75,000.00

EXPENSES - VEHICLE/EQUIPMENT REPLACEMENT FUND - 310

330-110-58010	Capital Equipment	Capital Outlay	\$ 200,000.00	\$ 95,000.00	Carryover from Chief Priorities 1-4 not spent in FY22
330-110-58010	Capital - Vehicles	Capital Outlay	\$ -	\$ 60,000.00	
330-110-59100	Transfers Out	Capital Outlay	\$ -	\$ -	

TOTAL EXPENSES - VEHICLE/EQUIPMENT REPLACEMENT FUND \$ 200,000.00 \$ 155,000.00

Net Income		\$ 260,000.00	\$ (80,000.00)
Beginning Balance FY 21	\$ -	\$ -	\$ 260,000.00
Ending Balance FY 21	\$ -	\$ 260,000.00	\$ 180,000.00

FY 21 Audited Beginning Fund Balance \$ -

FY 22	FY 22 cont.	FY23
Tasers	Heavy Vest/Plate Carrier	Carry Over from FY22
Computers	Ticket Writer Program	New Police Car
Pistols	Lockers	
Mobile Video System	Portable Radios	
Rifles	Vehicle Cover	

Account #	Account Description	Category	FY 22 Proposed		Notes
			Amendment	FY 23	
REVENUES - PUBLIC SAFETY BUILDING FUND - 350					
350-40306	Interest Revenue	Investment Income	\$ 1,500.00	\$ 1,372.52	
350-40500	Developer Contributions	Contributions	\$ -	\$ -	
350-40910	Transfers In	Transfers	\$ -	\$ -	
TOTAL REVENUES - PUBLIC SAFETY BUILDING FUND			\$ 1,500.00	\$ 1,372.52	
EXPENSES - PUBLIC SAFETY BUILDING FUND - 350					
350-110-53083	Professional Services	Contractual Services	\$ -		
350-110-58007	Capital Improvements	Capital Outlay	\$ -		
350-110-59100	Transfers Out	Capital Outlay	\$ -	\$ -	
TOTAL EXPENSES - PUBLIC SAFETY BUILDING FUND			\$ -	\$ -	
Net Income			\$ 1,500.00	\$ 1,372.52	
Beginning Balance FY 21		\$ 681,417.15	\$ 684,761.30	\$ 686,261.30	
Ending Balance FY 21		\$ 684,761.30	\$ 686,261.30	\$ 687,633.82	

370 - ROAD IMPROVEMENT

Account #	Account Description	Category	FY 22 Proposed		Notes
			Amendment	FY 23	
REVENUES - ROAD IMPROVEMENT FUND - 370					
370-40306	Interest Revenue	Investment Income	\$ 1,000.00	\$ 3,648.79	
370-40410	Intergovernmental Revenue	Intergovernmental	\$ -		
370-40500	Developer Contributions	Contributions	\$ -		
370-40910	Transfers In	Transfers	\$ 1,100,000.00	\$ 100,000.00	Per Council
370-40910	Transfers In - .1429 of sales tax	Transfers	\$ 425,127.50	\$ 485,860.00	Txfr from GF for Capital Exp

TOTAL REVENUES - ROAD IMPROVEMENT FUND **\$ 1,526,127.50** **\$ 589,508.79**

EXPENSES - ROAD IMPROVEMENT FUND - 370					
370-610-53083	Professional Services	Contractual Services	\$ 50,000.00	\$ 145,000.00	
370-610-58007	Capital Improvements	Capital Outlay	\$ 20,000.00	\$ 904,000.00	FY 22 Est \$20,000
370-110-59100	Transfers Out	Capital Outlay	\$ -	\$ -	

TOTAL EXPENSES - ROAD IMPROVEMENT FUND **\$ 70,000.00** **\$ 1,049,000.00**

Net Income		\$ 1,456,127.50	\$ (459,491.21)
Beginning Balance	\$ 217,201.00	\$ 368,266.96	\$ 1,824,394.46
Ending Balance	\$ 368,266.96	\$ 1,824,394.46	\$ 1,364,903.25

Road Projects:

FY22 -23:		FY 22	FY 23
Tipps Road Culvert	\$ 100,000.00	\$ 20,000.00	\$ 100,000.00
Phase 1 Roads	\$ 918,000.00		
<i>Spring Mountain</i>	\$ 405,000.00	\$ 50,000.00	\$ 405,000.00
<i>Mill Creek</i>	\$ 435,000.00	\$ 50,000.00	\$ 435,000.00
<i>Engineering</i>	\$ 44,000.00	\$ 38,000.00	\$ 6,000.00
<i>Inspections</i>	\$ 34,000.00	\$ 5,000.00	\$ 34,000.00
FY 23-24			
O.S. Drainage	<i>Engineering</i>	\$ -	\$ 50,000.00
	<i>Construction</i>		
	<i>Inspections</i>	\$ 45,000.00	

Account #	Account Description	Category	As of 5/31/22	FY 22 Proposed			Notes
				FY 22 Proposed	Amendment	FY 23	
REVENUES - PID #1 VILLAGES							
400-40190	PID Assessment Income	Assessment Income	\$ 96,850.10	\$ -		\$ 100,405.10	
400-40191	PID Delinquent Income	Assessment Income					
400-40192	PID Penalty and Interest Income	Assessment Income				\$ -	
400-40306	Interest Revenue	Investment Income	\$ 204.58	\$ -		\$ 200.00	
TOTAL REVENUES - PID #1 VILLAGES FUND			\$ 97,054.68	\$ -	\$ -	\$ 100,605.10	
EXPENSES - PID #1 VILLAGES FUND - 370							
400-110-53007	Administrative Expenses	Contractual Services	\$ 3,725.78	\$ -		\$ 5,500.00	
400-110-53012	Legal Fees	Contractual Services	\$ 68.75	\$ -		\$ 500.00	
400-110-53915	Developer Distribution	Contractual Services	\$ 93,162.91	\$ -		\$ 94,000.00	
400-110-59100	Transfers Out	Capital Outlay	\$ (200.00)	\$ -		\$ -	
TOTAL EXPENSES - ROAD IMPROVEMENT FUND			\$ 96,757.44	\$ -	\$ -	\$ 100,000.00	
Net Income			\$ (96,757.44)	\$ -	\$ -	\$ 605.10	
Beginning Balance FY 21			\$ 3,657.96	\$ 99,516.47	\$ 99,516.47	\$ 99,516.47	
Ending Balance FY 21			\$ 99,516.47	\$ 2,759.03	\$ 99,516.47	\$ 100,122	

510 - COVID

Account #	Account Description	Category	FY 22 Proposed Amendment	FY 23	Notes
REVENUES - COVID FUND - 510					
510-40306	Interest Revenue	Investment Income	\$ 200.00	\$ 1,500.00	
510-40410	Intergovernmental Revenue	Intergovernmental	\$ -		
510-40450	Grant Revenue	Intergovernmental	\$ 188,192.95	\$ 187,821.00	
510-40910	Transfers In	Transfers	\$ -	\$ -	
TOTAL REVENUES - COVID FUND			\$ 188,392.95	\$ 189,321.00	
EXPENSES - COVID FUND - 510					
510-110-53030	PayPal Charge (Bank Charge)	Contractual Services		\$ -	
510-110-53083	Professional Services	Contractual Services			
510-110-55050	Grant Expenses	Grants			
510-110-58007	Capital Improvements	Capital Outlay			
510-110-59100	Transfers Out - To Vehicle Replacement	Capital Outlay	\$ 185,000.00	\$ -	
510-110-59100	Transfers Out - Parks	Capital Outlay	\$ -	\$ 194,000.00	
TOTAL EXPENSES - COVID FUND			\$ 185,000.00	\$ 194,000.00	
Net Income			\$ 3,392.95	\$ (4,679.00)	
Beginning Balance FY 21		\$ 9,827.43	\$ 1,322.46	\$ 4,715.41	
Ending Balance FY 21		\$ 1,322.46	\$ 4,715.41	\$ 36.41	



COUNCIL AGENDA BRIEFING SHEET

Meeting Date:

August 15, 2022

Agenda Item:

Discuss and consider approval of a resolution establishing a pay plan for Town employees.

Prepared by:

Kristi Gilbert, Town Administrator

Description:

During budget discussions in June, the Council agreed to fund a market adjustment for non-sworn personnel and a step plan for sworn personnel. The appropriate method to formalize these actions is by resolution. The pay plan should be reviewed annually, in conjunction with the budget, to determine the pay scales are in line with the goals the Council has established to keep salaries competitive. Typically, the plan would be adopted or amended at the same meeting as the adoption of the budget. However, this year, due to the substantial increase in health insurance costs, Staff feels it is important to adopt the plan prior to open enrollment for employees which will occur prior to the September Council meeting. This will allow employees to make an educated decision with regard to the health care options while understanding what their rate of pay will be in the future. In an effort to provide additional savings, the Mayor has requested the Step Plan be effective with the first pay period in January 2023 instead of October 2021 resulting in a savings of approximately \$14,000. The FY 23 proposed budget has been changed from the July 25th meeting to reflect the change.

A review of law enforcement agencies in Denton County indicates the FY 2022 budgeted average minimum salary was \$63,480 and the median was \$63,792. The expectation is that most of the agencies will approve increases between 3-6% as a result in an increase in the cost of living. This would generally equate to an average minimum salary between \$65,500 and \$67,300 and an average median around \$67,000. The proposed pay plan as budgeted has the minimum starting salary for a certified patrol officer of \$69,000 to stay competitive with the market.

Recommended Action:

Approval of a resolution establishing a pay plan for Town employees.

Attachments:

Proposed Resolution

TOWN OF CROSS ROADS, TEXAS
RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CROSS
ROADS, TEXAS ADOPTING THE FISCAL YEAR 2023 PAY AND STEP
PLAN SCHEDULE FOR THE TOWN OF CROSS ROADS.**

WHEREAS, the Town of Cross Roads' intent is to maintain a compensation system that establishes fair and equitable compensation within the organization, reflects relevant market conditions outside the organization and is maintained in accordance with best business practices; and

WHEREAS, the Town Council is fully supportive and committed to implementing and maintaining a pay for performance system and agrees to appropriately fund.

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

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

Section 2. THAT, the Town Council hereby adopts the FY 23 Pay and Step Plan Schedule attached as Exhibit "A", with an effective date of December 24, 2022.

Section 3. THAT, it is the intention of the Town Council to promote employees to the next appropriate step only upon completion of a successful performance evaluation as determined by the Town Administrator or Police Chief.

AND IT IS SO RESOLVED.

PASSED AND APPROVED this the 22nd day of August 2022.

TOWN OF CROSS ROADS, TEXAS

T. Lynn Tompkins, Jr., Mayor

ATTEST:

Donna Butler, Town Secretary

APPROVED AS TO FORM:

Town Attorney

EXHIBIT "A"

FY 23 PAY SCHEDULE

NON-SWORN EMPLOYEES

Grade	FLSA Status	Job Title	Basis	Minimum	Midpoint	Maximum
100	NE	Intern	A	\$31,166.67	\$37,400.00	\$43,633.33
			M	\$2,597.22	\$3,116.67	\$3,636.11
			B	\$1,198.72	\$1,438.46	\$1,678.21
			H	\$14.98	\$17.98	\$20.98
101			A	\$32,725.00	\$39,270.00	\$45,815.00
			M	\$2,727.08	\$3,272.50	\$3,817.92
			B	\$1,258.65	\$1,510.38	\$1,762.12
			H	\$15.73	\$18.88	\$22.03
102			A	\$34,361.25	\$41,233.50	\$48,105.75
			M	\$2,863.44	\$3,436.13	\$4,008.81
			B	\$1,321.59	\$1,585.90	\$1,850.22
			H	\$16.52	\$19.82	\$23.13
103			A	\$36,079.31	\$43,295.18	\$50,511.04
			M	\$3,006.61	\$3,607.93	\$4,209.25
			B	\$1,387.67	\$1,665.20	\$1,942.73
			H	\$17.35	\$20.81	\$24.28
104	NE	Permit Tech	A	\$37,883.28	\$45,459.93	\$53,036.59
			M	\$3,156.94	\$3,788.33	\$4,419.72
			B	\$1,457.05	\$1,748.46	\$2,039.87
			H	\$18.21	\$21.86	\$25.50
105			A	\$39,777.44	\$47,732.93	\$55,688.42
			M	\$3,314.79	\$3,977.74	\$4,640.70
			B	\$1,529.90	\$1,835.88	\$2,141.86
			H	\$19.12	\$22.95	\$26.77
106			A	\$41,766.31	\$50,119.58	\$58,472.84
			M	\$3,480.53	\$4,176.63	\$4,872.74
			B	\$1,606.40	\$1,927.68	\$2,248.96
			H	\$20.08	\$24.10	\$28.11
107	NE	Records Technician	A	\$43,854.63	\$52,625.56	\$61,396.48
			M	\$3,654.55	\$4,385.46	\$5,116.37
			B	\$1,686.72	\$2,024.06	\$2,361.40
			H	\$21.08	\$25.30	\$29.52
108	NE	Accounting Tech/Payroll Specialist	A	\$46,047.36	\$55,256.83	\$64,466.31
			M	\$3,837.28	\$4,604.74	\$5,372.19
			B	\$1,771.05	\$2,125.26	\$2,479.47
			H	\$22.14	\$26.57	\$30.99
109			A	\$48,349.73	\$58,019.68	\$67,689.62
			M	\$4,029.14	\$4,834.97	\$5,640.80
			B	\$1,859.60	\$2,231.53	\$2,603.45
			H	\$23.25	\$27.89	\$32.54

Grade	FLSA Status	Job Title	Basis	Minimum	Midpoint	Maximum
110	NE	Deputy Town Secretary	A	\$50,767.22	\$60,920.66	\$71,074.10
			M	\$4,230.60	\$5,076.72	\$5,922.84
			B	\$1,952.59	\$2,343.10	\$2,733.62
			H	\$24.41	\$29.29	\$34.17
111			A	\$53,305.58	\$63,966.69	\$74,627.81
			M	\$4,442.13	\$5,330.56	\$6,218.98
			B	\$2,050.21	\$2,460.26	\$2,870.30
			H	\$25.63	\$30.75	\$35.88
112	E	Court Administrator	A	\$55,970.86	\$67,165.03	\$78,359.20
			M	\$4,664.24	\$5,597.09	\$6,529.93
			B	\$2,152.73	\$2,583.27	\$3,013.82
			H	\$26.91	\$32.29	\$37.67
113	E	Building Official	A	\$58,769.40	\$70,523.28	\$82,277.16
	E	Town Secretary	M	\$4,897.45	\$5,876.94	\$6,856.43
			B	\$2,260.36	\$2,712.43	\$3,164.51
			H	\$28.25	\$33.91	\$39.56
114			A	\$61,707.87	\$74,049.44	\$86,391.02
			M	\$5,142.32	\$6,170.79	\$7,199.25
			B	\$2,373.38	\$2,848.06	\$3,322.73
			H	\$29.67	\$35.60	\$41.53
115			A	\$64,793.26	\$77,751.91	\$90,710.57
			M	\$5,399.44	\$6,479.33	\$7,559.21
			B	\$2,492.05	\$2,990.46	\$3,488.87
			H	\$31.15	\$37.38	\$43.61
Contract	E	Town Administrator	A	Determined by contract		
	E	Police Chief				

FY 23 POLICE STEP PLAN

Annual Salary Based on 2080

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Recruit	\$ 65,000.00					
Officer	\$ 69,000.00	\$ 71,760.00	\$ 74,630.40	\$ 77,615.62	\$ 80,720.24	\$ 83,949.05
Sergeant	\$ 88,500.00	\$ 92,040.00	\$ 95,721.60			

Hourly

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Recruit	\$ 31.25					
Officer	\$ 33.17	\$ 34.50	\$ 35.88	\$ 37.32	\$ 38.81	\$ 40.36
Sergeant	\$ 42.55	\$ 44.25	\$ 46.02			

Denton County Law Enforcement Agencies - Starting Salary for Certified Police
Officers for Fiscal Year 2022

Agency	Hourly	Annual salary	Population
Frisco PD	\$37.3558	\$77,700	225000
Plano PD	\$36.2452	\$75,390	290000
Denton PD	\$34.7933	\$72,370	130000
Lewisville PD	\$36.1567	\$75,206	109270
The Colony PD	\$33.5760	\$69,838	45000
Flower Mound PD	\$33.3899	\$69,451	73000
Prosper PD	\$32.2827	\$67,148	25630
Carrollton PD	\$32.2596	\$67,100	136000
Celina PD	\$32.2115	\$67,000	22500
Aubrey PD	\$31.2500	\$65,000	18000
Argyle PD	\$31.2184	\$64,934	4700
Roanoke PD	\$31.1394	\$64,770	9000
Grapevine PD	\$31.0596	\$64,604	50631
Trophy Club PD	\$30.8298	\$64,126	12200
Little Elm PD	\$30.6692	\$63,792	50000
Northlake PD	\$29.8697	\$62,129	14000
DCFWSO #10	\$29.7115	\$61,800	15000
Highland Village PD	\$29.3543	\$61,057	16500
Krugerville PD	\$29.3269	\$61,000	1871
Sanger PD	\$29.3269	\$61,000	9850
Oak Point PD	\$28.8462	\$60,000	16000
Corinth PD	\$28.7596	\$59,820	22634
Lake Dallas PD	\$28.5072	\$59,295	7500
Double Oak PD	\$27.4688	\$57,135	3100
Bartonville PD	\$27.4000	\$56,992	1750
Krum PD	\$27.0462	\$56,256	5300
Hickory Creek PD	\$26.9197	\$55,993	4750
Justin PD	\$25.0000	\$52,000	4000
Pilot Point PD	\$23.0769	\$48,000	5000



COUNCIL AGENDA BRIEFING SHEET

Meeting Date:

August 15, 2022

Agenda Item:

Discuss and consider authorizing the Mayor to send a notice of intent to terminate the solid waste agreement with Waste Connections and proceed with a request for proposal for solid waste services.

Prepared by:

Kristi Gilbert, Town Administrator

Description:

On January 1, 2001, IESI (now Waste Connections) began providing solid waste services to the Town of Cross Roads. The contract was amended in November of 2008 to extend services for an additional five years from January 1, 2009 through December 31, 2013 with the provision that there would be automatic annual renewals of the contract if notice of intent to terminate was not provided within 90 days of the expiration date. The current expiration date is December 31, 2022. The deadline to provide notice of intent to terminate is Sunday, October 2, 2021. The process of advertising for services and evaluating the responses takes approximately three to four months. If we were to change service providers, there would also be a transition period.

While the Town receives very few complaints regarding the services provided by Waste Connections, it is appropriate to advertise for services at least every seven to eight years to ensure that the residents are receiving the best services at the best prices. It is also not uncommon to include provisions in solid waste contracts that require participation in clean up events and other similar activities. While Waste Connections does provide free dumpsters for our event, Staff would like to include provisions that help offset the cost of hazardous waste disposal. This is also an opportunity to evaluate the amount and frequency of bulk waste disposal.

Recommended Action:

Staff recommends authorizing the Mayor to send a notice of non-renewal to Waste Connections and authorize Staff to advertise for requests for proposals for solid waste services.

Attachments:

Current Contract

FIRST AMENDMENT

This **FIRST AMENDMENT** (the "First Amendment") is entered into as of the 10th day of November, 2008 to be effective as of January 1, 2009 (the "Effective Date") by and between the City of Cross Roads, Texas, a municipal corporation (the "City") and IESI TX Corporation, a Texas corporation (the "Service Provider").

RECITALS:

WHEREAS, the City and Service Provider entered into an exclusive franchise agreement for the collection, hauling and disposal of municipal solid waste and construction and demolition waste on or about December 4, 2000 (the "Agreement"); and

WHEREAS, the City and Service Provider desire to amend, extend, and restate the Agreement as more fully described herein;

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the Agreement, the City and Service Provider hereby agree as follows:

1. Term of Agreement. Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following:

"The term of this Agreement shall be for a period of five (5) years, commencing on the Effective Date and concluding on December 31, 2013. At the expiration of the term of this Agreement, the Agreement will be extended for successive periods of one (1) year; provided, that neither party provides the other party with written notice of intent to terminate this Agreement at least ninety (90) days prior to the expiration date of this Agreement or ninety (90) days prior to any of the then applicable individual one-year extension periods. If either party provides such written notice, this Agreement will cease to be renewed and will terminate at the end of either this five (5) year Agreement or, at the end of the subsequent one (1) year extension period, as applicable."

2. Defined Terms. Section 1 of the Agreement is hereby modified by adding the following definition:

"Recycling Cart – A receptacle provided to the City by the Service Provider and utilized by a Residential Unit for collecting recyclable materials. Recycling Carts are designed to hold sixty-five (65) gallons of recyclable materials."

3. Single-Family Residential Unit Collections. Section 4.D is hereby added to the Agreement as follows:

“D. Recycling Services. The Service Provider will also collect recyclable materials from Single-Family Residential Units once per week; provided, that (i) such recyclable materials are placed in the Recycling Carts provided by the Service Provider and (ii) such Recycling Carts are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day.”

4. Special Collections and Services. Section 6.B. is hereby modified by changing the amount of Roll-Offs offered at no cost to the City from two (2) to four (4) free Roll-Offs.

5. Rates and Fees. Section 9 of the Agreement is hereby modified by changing the rates and fees to be charged for the services provided in Sections 4, 5, 7.A. and 11 to the rates and fees located on Exhibit “A” attached hereto.

6. Rate Adjustment. Section 10.D. is hereby added to the Agreement as follows:

“D. Fuel Surcharge. The Service Provider shall adjust all the rates herein for any calendar quarter in which the average price of diesel fuel during the preceding calendar quarter exceeded \$2.48 per gallon (The “Base Price”). This adjustment shall take place on a quarterly basis. The average price of diesel fuel will be determined by reference to the U.S. Energy published price for diesel fuel – gulf coast region. The following website (or any successor website) will be the source for such information:

http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp

The average price of diesel fuel for each calendar quarter (each, an “Average Quarterly Price”) shall be the average of the weekly fuel prices published for each week during such quarter.

The fuel surcharge for any calendar quarter (each, a “Fuel Surcharge”) shall be the product of (i) 9.00% and (ii) a fraction the numerator of which is equal to the difference between the Base Price and the Average Quarterly Price and the denominator of which is the Base Price. In the event the Average Quarterly Price is less than the Base Price, The Fuel Cost Adjustment shall be a downward adjustment to all rates herein. Each Fuel Surcharge shall be effective during the calendar quarter immediately following the calendar quarter for which such Fuel Surcharge was determined.

Example:

	Weekly Retail On-Highway Diesel Prices (Gulf Coast)				
	Week 1	Week 2	Week 3	Week 4	Week 5
July	4.697	4.737	4.701	4.570	
August	4.450	4.299	4.156	4.098	
September	4.068	4.015	4.011	3.924	3.924

Average Price for the Current Calendar Quarter = **4.321 (Average Quarterly Price)**

4.282 (Average Quarterly Price)
Less 2.480 (Base Price)
1.802(Change in Fuel Price)

1.802 divided by the "Base Price" of 2.480 = .7266
.7266 x .0900(9.00%) = **6.54% Fuel Surcharge**

In this example the final product of 6.54% would be added to all rates for the quarter immediately following the calendar for which such Fuel Surcharge was determined. Therefore, this example would be in effect during the months of October, November and December."

7. Reaffirmation. The parties hereto hereby restate and reaffirm their agreement with all of the terms and provisions of the Agreement, as amended hereby.

8. Counterparts; Facsimile Signatures. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument representing this First Amendment between the parties hereto, and it shall not be necessary for the proof of this First Amendment that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the undersigned have executed this First Amendment as of the 10 day of October, 2008.

November 2008

IESI TX CORPORATION

CITY OF CROSS ROADS, TEXAS

By: [Signature]
John Gustafson, Vice President

By: [Signature]
Name: H. D. KITCHENS
Title: MAYOR

ATTEST:
By: [Signature]
Name: K. M. RITCHIE
Title: TOWN SECRETARY

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE
IN THE TOWN OF CROSS ROADS, TEXAS**

JANUARY, 2001

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**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE
IN THE TOWN OF CROSS ROADS, TEXAS**

STATE OF TEXAS

COUNTY OF DENTON

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of December 4, 2000, by and between IESI TX Corporation, a Texas Corporation (the "Service Provider"), and the Town of Cross Roads, Texas (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect and haul all Municipal Solid Waste and Construction and Demolition Waste (as such terms are defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Bulky Item - Any item measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, Construction and Demolition Waste, refrigerators, stoves, washing machines, water tanks, chairs, couches, chairs and tree trimmings.

Bundles - Items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers and tree trimmings.

Business Day - Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City.

Commercial Unit - Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

Construction and Demolition Waste - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood

products. Construction and Demolition Waste does not include Hazardous Waste or Municipal Solid Waste.

Container - Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, provided to the City by the Service Provider and utilized by a Commercial, Industrial or Residential Unit for collecting Municipal Solid Waste. Containers are designed to hold between ninety-five (95) gallons and thirty (30) cubic yards of Municipal Solid Waste.

Hazardous Waste - Solid Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

Handicapped Residential Unit - Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste at the curbside, and that generates and accumulates Municipal Solid Waste. The identities of the members of a Handicapped Residential Unit shall be certified by the City Manager and agreed to by the Service Provider.

Holidays - The following days:

- (1) New Year's Day (January 1st)
- (2) Memorial Day
- (3) Independence Day (July 4th)
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day (December 25th).

Industrial Unit - Any manufacturing, mining or agricultural facility that generates and accumulates Municipal Solid Waste during, or as a result of, its operations.

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Natural Resource Conservation Committee ("TNRCC") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Multi-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste.

Municipal Solid Waste - Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste

Residential Unit - Any residential dwelling that is either a Single-Family Residential Units or a Multi-Family Residential Units.

Roll-Off - A Container with twenty (20) cubic yards to thirty (30) cubic yards of capacity.

Roll-Out - A Container with ninety-five (95) gallons of capacity.

Single-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(38)

White Good - Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

SECTION 2. EXCLUSIVE FRANCHISE GRANT.

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection and hauling of all Municipal Solid Waste and Construction and Demolition Waste, the exclusive franchise, license and privilege to collect, haul Municipal Solid Waste and Construction and Demolition Waste over, upon, along and across the City's present and future streets, alleys, bridges and public properties.

SECTION 3. OPERATIONS.

A. **Scope of Operations.** It is expressly understood and agreed that the Service Provider will collect, haul and dispose of all Municipal Solid Waste and Construction and Demolition Waste (as provided in Sections 7.B. and 9 C.) (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Containers by those Commercial, Industrial and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

B. **Nature of Operations.** The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection and hauling of all Municipal Solid Waste and Construction and Demolition Waste, the title to all Municipal Solid Waste and Construction and Demolition Waste collected, hauled by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

SECTION 4. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTIONS.

A. **Single-Family Residential Units.** The Service Provider will collect Municipal Solid Waste from Single-Family Residential Units once per week; provided, that (i) such Municipal Solid Waste is placed in Roll-Outs provided by the Service Provider, and (ii) such Roll-Outs are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day.

B. **Excess or Misplaced Municipal Solid Waste.** The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Roll-Outs provided by the Service Provider. Municipal Solid Waste in excess of the Roll-Outs' limits, or placed outside or adjacent to the Roll-Outs, will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion. If the excess or misplaced Municipal Solid Waste continues, the City shall require the Single-Family Residential Unit to utilize an additional Roll-Out so that the excess or misplaced Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.A. hereto.

C. **Handicapped Residential Units.** Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Roll-Outs; provided, that the Service Provider receives prior written notice from the Handicapped Residential Unit of such special need.

SECTION 5. COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.

The Service Provider will collect Municipal Solid Waste from Commercial, Industrial and Multi-Family Residential Units once or twice per week, as provided for in Section 9.B. hereto. The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Containers provided by the Service Provider. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial, Industrial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial or Multi-Family Units' Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.B. hereto.

SECTION 6. SPECIAL COLLECTIONS AND SERVICES.

A. **Municipal Locations.** The Service Provider will provide, at no cost to the City, up to an aggregate number of three (3) two, three or four yard Containers to collect Municipal Solid Waste at certain municipal locations within the City once or twice per week, as needed. Specifically, the provisions of this Section 6.A. shall apply to the following locations (the number of Containers are indicated in parenthesis):

City Hall (1)
Library (1)
City Park (1)

B. Special Events. In addition, the Service Provider will provide, at no cost to the City, (2) 30 yard Roll Off Containers to collect Municipal Solid Waste at certain special events in the City, provided, that the City gives the Service Provider reasonable prior written notice of the date of such special event as well as the number of Containers that will be required.

SECTION 7. BULKY ITEMS AND BUNDLES.

A. Pre-Arranged Collections. The Service Provider will collect Bulky Items and Bundles from Single-Family Residential Units once per week, as designated by the Service Provider; provided, that the Bulky Items or Bundles (A) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (B) are reasonably contained, and (C) do not exceed (1) cubic yards in total volume or have any individual item exceeding one hundred (100) pounds in weight. The Service Provider shall only be responsible for collecting, hauling and disposing Bulky Items and Bundles from those Single-Family Residential Units that have complied with this Section 7.A.

B. Negotiated Collections. It is understood and agreed that the service provided under Section 7.A. does not include the collection of Bulky Items and Bundles comprised of Construction and Demolition Waste, White Goods or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Single-Family Residential Unit regarding the collection of such items by utilizing the Service Provider's Roll-Off Services.

SECTION 8. TITLE TO EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider. In the event that any Container is lost, damaged or destroyed, the Service Provider shall promptly replace the Container.

SECTION 9. RATES AND FEES.

Subject to adjustment, as provided in Section 10 hereto, the rates and fees to be charged and received by the Service Provider are as follows:

A. Single-Family Residential Unit Services. For the Services provided to Single-Family Residential Units under Section 4.A. hereto, the Service Provider shall charge (i) \$9.35 per month for each Single-Family Residential Unit utilizing one Roll-Out, plus (ii) \$6.00 per month for each additional Roll-Out utilized by such Single-Family Residential Unit. These rates apply to all

Single-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

B. Commercial, Industrial and Multi-Family Residential Unit Services. For the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereto, the Service Provider shall charge per month for each Container utilized the following rates:

<u>Container Size</u>	<u>Collections Per Week</u>	<u>Monthly Rate</u>	<u>Extra Pick-Up</u>
90 gallons	One	<u>\$ 18.75</u>	<u>\$9.00</u>
1.5 yards	One	<u>\$ 39.85</u>	<u>\$19.00</u>
3 yards	One	<u>\$ 58.25</u>	<u>\$20.00</u>
3 yards	Two	<u>\$112.42</u>	<u>\$20.00</u>
4 yards	One	<u>\$ 73.60</u>	<u>\$23.00</u>
4 yards	Two	<u>\$137.97</u>	<u>\$23.00</u>

The foregoing rates apply to all Commercial, Industrial and Multi-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

C. Roll-Off Services. Subject to adjustment by the Service Provider in its sole discretion, for the Services provided under Sections 7.A. and 11 hereto, the Service Provider shall charge for each Roll-Off utilized the following fees:

Delivery Fee	<u>\$ 77.00</u>
Rental Fee	<u>\$ 4.00 per day</u>
Haul Fee	20YD <u>\$302.00</u>
	30YD <u>\$343.00</u>
	40YD <u>\$388.00</u>

The Service Provider will negotiate agreements with each Commercial, Industrial or Residential Units on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Service Provider. The Roll-Offs provided pursuant to this Section 9 C. must be located within the City in accordance with City ordinances and policies.

SECTION 10. RATE ADJUSTMENT.

A. CPI-U Adjustment. After the expiration of the first twelve (12) months of this Agreement, and not more frequently than each subsequent twelve (12) month period thereafter, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the City, to increase or decrease the rates set forth in Section 9 hereto (the "Initial Rates") in accordance with the CPI-U. As used herein,

B. "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 10.A. The amount of the increase or decrease under this Section 10.A. shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period.

B. Operating Cost Adjustment. In addition to the rate adjustments provided for in Section 10.A., at any time during the term of this Agreement, the Service Provider may petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations due to, or directly resulting from, increased fuel costs, ad valorem taxes, governmental fees or regulations, or revised federal, state or local laws, ordinances or regulations. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment.

C. Landfill Cost Adjustment. The parties acknowledge that the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement will be disposed of by the Service Provider at a Landfill(s) chosen by the Service Provider in its sole discretion (the "Initial Landfill(s)"). In the event that the Service Provider is unable to use the Initial Landfill(s) due to reasons out of its control, the Service Provider (i) shall have the right, in its sole discretion, to dispose of the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement at another Landfill of its choosing, and (ii) shall have the right to petition the City, to increase the Initial Rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Service Provider at such other Landfill exceed those previously charged to the Service Provider at the Initial Landfill(s), and (y) the amount, if any, that the transportation costs incurred by the Service Provider in connection with transporting the Municipal Solid Waste and Construction and Demolition Waste to such other Landfill exceed those that would have been incurred by the Service Provider if such Municipal Solid Waste and Construction and Demolition Waste was transported to the Initial Landfill(s).

SECTION 11. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Construction and Demolition Waste, Hazardous Waste, animal or human, dead animals, auto parts, used tires, concrete, dirt, gravel, rock or sand from any Container provided by the Service Provider located at any Commercial, Industrial or Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts, used tires, concrete, dirt, gravel, rock or sand by utilizing the Service Provider's Roll-Off Services.

SECTION 12. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of five (5) years, commencing on January 1, 2001 and concluding on December 31, 2005. At the expiration of the term of this Agreement, the Agreement will be extended for five (5) successive periods of one (1) year each, provided, that neither part provides the other party with written notice of intent not to renew this Agreement at least ninety (90) days prior to the expiration of this Agreement or any then-applicable individual extension. If either party provides such notice, this Agreement will cease to be renewed and will terminate at the end of the term or extension thereof.

SECTION 13. ASSIGNMENT.

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City, provided, however, that the Service Provider may assign this Agreement to an affiliate of the Service Provider without the City's prior written consent.

SECTION 14. ENFORCEMENT.

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances that will enable the Service Provider to provide the Services set forth herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers. The City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Commercial, Industrial and Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 15. PROCESSING, BILLING AND FEES.

A. Monthly Statement. On a monthly basis, the Service Provider agrees to bill and collect the rates and fees charged under Section 9 hereto from all Commercial, Industrial and Residential Units possessing active water meters within the City's corporate limits, as well as from all other Commercial, Industrial and Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste within the City's corporate limits (the "Monthly Statement"). Thereafter, the Service Provider will provide to the City a franchise fee equal to six percent (6%) of the Collected Billings. Such remittance shall be made to the City on or before the 15th day of each month. Along with each monthly remittance, the Service Provider shall provide the City with a report indicating the service type, size, location, and rate for Commercial Units and Industrial Units, as well as the number and rate of Residential Units which have been billed for that month. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein.

B. Bad Debt, Unpaid Rates/Fees. The City agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed

by and owed to City for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Commercial, Industrial or Residential Units.

SECTION 16. SPILLAGE.

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste placed outside of the Containers by any Commercial, Industrial or Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste. Should excess Municipal Solid Waste continue to be placed outside of the Containers, the City shall require the Commercial, Industrial or Residential Unit to increase the frequency of collection of such Municipal Solid Waste, or require the Commercial, Industrial or Residential Unit to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.B. hereto, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 17. NON-COLLECTION NOTICE AND FOLLOW-UP.

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container as directed in Sections 4 and 5 hereto, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bulky Items or Bundles out for collection. Such written notice shall be attached to the Container or the uncollected Solid Municipal Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste may be collected.

B. Notice from a Commercial, Industrial or Residential Unit. When the Service Provider is notified by an owner or occupant of a Commercial, Industrial or Residential Unit that Municipal Solid Waste has not been removed from such Commercial, Industrial or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the owner, or the Service Provider has failed to collect Municipal Solid Waste from the Commercial, Industrial or Residential Unit without cause, as supported by notice as described herein, then the Commercial, Industrial or Residential Unit, or the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste on the day a non-collection complaint is issued by the commercial, industrial, or residential unit; provided, however, that if the Service Provider fails to

make such collection on the same day that a non-collection complaint is issued by the commercial, industrial, or residential unit, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time. It is specifically understood and agreed that where the Service Provider fails to make scheduled collections, the Service Provider shall assume full responsibility for the container and its contents until such time as the collection is made.

SECTION 18. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement.

SECTION 19. CUSTOMER SERVICE.

All complaints shall be made directly to the Service Provider and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Service Provider shall investigate and, if such allegations are verified, shall arrange for the collection of the Municipal Solid Waste and Construction and Demolition Waste not collected within 24 hours after the complaint is received. The Service Provider shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones and a toll-free number and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. Monday through Friday. The Service Provider shall notify all Customers at Residential Units about complaint procedures, rates, and regulations for scheduled collection. The City and the Service Provider agree to cooperate with each other in the resolution of complaints.

SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal, state, and local laws regarding the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 20.

SECTION 21. VEHICLES AND EQUIPMENT.

Vehicles used by the Service Provider for the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste and Construction and Demolition Waste onto the City's public streets, or properties adjacent thereto, and such vehicles shall be

clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week.

SECTION 22. DUE CARE.

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS.

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 24. INSURANCE COVERAGE.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Workmen's Compensation	Statutory
(2) Employer's Liability	\$500,000
(3) Bodily Injury Liability (except automobile)	\$500,00 per occurrence; \$1,000,000 in the aggregate
(4) Property Damage Liability (except automobile)	\$500,000 per occurrence; \$500,000 in the aggregate
(5) Automobile Bodily Injury Liability	\$500,000 per person; \$1,000,000 per occurrence
(6) Automobile Property Damage Liability	\$500,000 per occurrence
(7) Excess Umbrella Liability	\$5,000,000 per occurrence

To the extent permitted by law, any or all of the insurance coverage required by this Section 24 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. On an annual basis, or upon the City's request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 24.

SECTION 25. INDEMNITY.

The Service Provider assumes all risks of loss or injury to property or persons arising from its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers, servants and citizens from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) incident to its performance of the Services that arise out of a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

SECTION 26. PERFORMANCE SECURITY.

During the term of this Agreement and any extension thereof, the Service Provider agrees to procure and maintain a performance bond (i) payable to the City, (ii) issued by a surety acceptable to the City, and (iii) conditioned upon the Service Provider truly and timely performing all of its obligations under this Agreement, including, but not limited to, the provisions of Section 25 hereto. Such performance bond shall be in the amount of \$ N/A.

SECTION 27. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 28. TERMINATION.

Any failure by the Service Provider or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from an authorized representative of the City, constitute grounds for forfeiture and immediate termination of all the Service Provider's rights under this Agreement, and all such rights shall become null and void.

SECTION 29. FORCE MAJEURE.

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond

reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 30. GOVERNING LAW AND VENUE.

This agreement shall be governed by the laws of the State of Texas. Venue for any cause of action arising under the terms or provisions of this Agreement or the Services to be performed hereunder shall be in the courts of proper jurisdiction of Denton County, Texas.

SECTION 31. ACKNOWLEDGMENT.

The parties acknowledge that the failure of the Service Provider to collect, haul and dispose of Municipal Solid Waste and Construction and Demolition Waste in the City might damage the City in a way that could not be adequately compensated by monetary damages. The parties therefore agree that a breach or threatened breach of the Service Provider's obligations hereunder may appropriately be restrained by an injunctive order, granted by a court of appropriate jurisdiction.

SECTION 32. FAILURE TO PERFORM.

If any time the Service Provider shall fail to substantially perform any term, covenant or condition herein set forth, City shall notify the Service Provider by registered or certified mail addressed to the Service Provider at the address set forth herein of specific reasons in support of City's claim that the Service Provider has substantially breached the terms and provisions of this Agreement. The service Provider shall be allowed a thirty (30) day period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.

Should the Service Provider fail to remedy its performance, the City may terminate this Agreement and the rights and privileges granted to the Service Provider herein, after a hearing as described herein. A notice shall be sent to the Service Provider no earlier than (5) days before a hearing is scheduled. The notice shall specify the specific reasons in support of the City's claim that the service Provider has substantially breached any term or provision of this Agreement. Should the City still deem the Service Provider to have failed in its performance, said hearing shall be conducted by the City Council and the Service Provider shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it. If, after said hearing, the City Council makes a finding the the Service Provider has failed to provide adequate refuse collection service for the City, or has otherwise substantially failed to perform its duties hereunder, the City Council may, by majority vote, terminate this Agreement.

The Service Provider shall be deemed to be in breach of this Agreement for (i) any failure to substantially perform any material term or provision of this Agreement, (ii) a failure to provide and maintain the insurance requirements set forth in this Agreement, (iii) the commencement of

bankruptcy proceedings or proceedings relating to insolvency or receivership, or any act of insolvency including, but not limited to, a transfer of a substantial portion of assets to or for the benefit of creditors, (iv) noncompliance with any applicable provision of federal, state or local laws or regulations, or (v) the use of any landfill, transfer station, incinerator or other waste processing center or site to unload or deposit Municipal Solid Waste and Construction and Demolition Waste that is not licensed, permitted or approved by all relevant government bodies and agencies having jurisdiction thereof.

SECTION 33. ACCEPTANCE.

PASSED AND APPROVED BY THE TOWN OF CROSS ROADS COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS 4th DAY OF DECEMBER, 2000.

IESI TX CORPORATION
415 Topeka
Justin, Texas 76247

By: *Jeff Peckham*
Jeff Peckham
Vice President

TOWN OF CROSS ROADS
11700 Highway 380 #500
Cross Roads, Texas 76227

By: *Doug Daffron*
Name: Doug Daffron
Title: [Mayor]

PLEASE
SIGN & RETURN
↑

ATTEST:
By: *Katherine M. Ritchie*
Name: Katherine M. Ritchie
Title: [City Secretary]



COUNCIL AGENDA BRIEFING SHEET

Meeting Date:

August 15, 2022

Agenda Item:

Discuss and consider approval of a resolution appointing members to fill two vacancies on the Cross Roads Parks and Recreation Board.

Prepared by:

Kristi Gilbert, Town Administrator

Description:

Steven Killfoil and James Kovacik have resigned their positions on the Parks and Recreation Board. The Park Board has unanimously recommended that Andi Garcia fill vacant seat #7 and Stephanie Housewright fill vacant, alternate seat #1.

Staff Recommended Action:

Staff recommends approval of the resolution.

Attachments:

Park Board Request

Resolution

Applications (under separate cover)

From: [Parks - Cross Roads TX](#)
To: [T. Lynn Tompkins Jr.](#)
Cc: [Kristi Gilbert](#); [Donna Butler](#); [Ron King](#)
Subject: Council agenda 8/15/2022 request
Date: Thursday, August 4, 2022 5:52:04 PM

To Mayor Tomkins

The Parks & Rec Board would like to request the Town Council to vote on and put Andy Garcia into open Board seat #7 and to also to vote on and put Stephanie Housewright into Alternate seat # 1.

Both applicants have had multiple interviews and the Parks & Rec Board voted unanimously on 8/3/2022 to make this request to the Town Council.

Thank You for your support

Ron Zohfeld
Chairman Parks & Rec Board

**TOWN OF CROSS ROADS
RESOLUTION NO. 2022- _____**

**A RESOLUTION OF THE TOWN OF CROSS ROADS, TEXAS,
APPOINTING INDIVIDUALS TO FILL VACANCIES IN SEAT #7 AND
ALTERNATE #1 ON THE PARKS AND RECREATION BOARD WITH
UNEXPIRED TERMS ENDING JUNE 2023; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, on September 21, 2020, the Town Council of the Town of Cross Roads adopted Resolution 2020-0921-03 establishing a Parks and Recreation Board, specifying the Board's power and duties and designating the number of individuals to serve on the Board;

WHEREAS, the Town of Cross Roads desires to designate the person(s) named herein to serve as members of the Board immediately upon adoption of this Resolution.

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

Section 1. The above and foregoing premises are true and correct legislative findings and they are incorporated herein and made a part hereof for all purposes.

Section 2. That Andi Garcia is hereby appointed as a member of the Parks and Recreation Board to serve in Seat #7 to fill the vacancy created by the resignation of Steven Killfoil with a term expiring June 2023.

Section 3. That Stephanie Housewright is hereby appointed as an alternate member to serve in Alternate Seat #1 to fill the vacancy as a result of the resignation of Jim Kovacik with a term expiring June 2023

Section 4. That this resolution, and the removal and appointment herein, shall take effective immediately from and after the date of its passage.

DULY PASSED by the Town Council of the Town of Cross Roads, Texas, on **the 15th day of August, 2022.**

TOWN OF CROSS ROADS, TEXAS

T. Lynn Tompkins, Jr., Mayor

ATTEST

Donna Butler, Town Secretary

APPROVED AS TO FORM

Matthew C.G. Boyle, Town Attorney



COUNCIL AGENDA BRIEFING SHEET

Meeting Date:

August 15, 2022

Agenda Item:

Discuss and consider approval of a resolution making appointments to the Road Maintenance Committee.

Prepared by:

Kristi Gilbert, Town Administrator

Description:

At the July 25, 2022 meeting, the Town Council adopted a resolution creating the Road Maintenance Committee and appointing Rob Puma and John Lowe to the committee. Staff has had conversations with Mr. Lowe and he has indicated he does not have the time to serve on the committee. Additionally there are still three vacancies on the committee. Staff will be advertising for applicants via social media.

Recommended Action:

Staff is seeking input from Council on this item.

Attachments:

Proposed Resolution

RESOLUTION NO. 2022-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CROSS ROADS, TEXAS, APPOINTING MEMBERS TO THE ROAD MAINTENANCE COMMITTEE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Cross Roads, Texas, determined that it was in the best interest of the citizens of the Town to create and establish a Road Maintenance Advisory Committee to serve in an advisory manner on July 25, 2022 through the adoption of Resolution 2022-11; and,

WHEREAS, it is necessary to appoint individuals to serve on the five member board.

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

SECTION 1. That the following individuals are appointed to serve on the initial Committee:

Individual	Place	Term Expires
_____	Place 1	June 30, 2024
_____	Place 2	June 20, 2023
_____	Place 3	June 30, 2024
_____	Place 4	June 30, 2023
_____	Place 5	June 30, 2024

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 _____ day of _____, 2022.

Mayor

ATTEST:

Town Secretary



COUNCIL AGENDA BRIEFING SHEET

Meeting Date:

August 15, 2022

Agenda Item:

Discuss and consider the FY 2022 and FY 2023 Interlocal Cooperation Agreement for Library Services with the City of Aubrey.

Prepared by:

Kristi Gilbert, Town Administrator

Description:

The Town of Cross Roads has participated in an Interlocal Cooperation Agreement (ICA) for Library Services with the City of Aubrey since at least 2003. Through various transitions between Aubrey and Cross Roads, the ICA for Fiscal Year 2022 was not provided to Cross Roads until this summer. Included is also the ICA for Fiscal Year 2023. Both ICA's indicate a contract amount of \$13,500, which is the same amount the Town paid over the last several years.

In July, Staff requested if there was data available that indicates usage by location of residents. Attached are charts provided by the City of Aubrey as representative data and should not be considered exact. The data indicates approximately 500 current cardholders that are Cross Roads residents.

The FY 22 Budget included \$21,500 which was the same amount budgeted in FY 21. This included funds for the annual contract and the summer reading program. For FY 23, the proposed budget has been modified to allocate \$10,000 for library services. Discussions held during the Council retreat were mixed with regard to continuing library services.

Recommended Action:

Staff is proposing to authorize the FY 22 and FY 23 agreements in amounts not to exceed \$10,000 and review participation by Cross Roads residents for future years.

Attachments:

FY 22 Interlocal Cooperative Agreement
FY 23 Interlocal Cooperative Agreement
Activity Reports April – June 2022

2021-2022

INTERLOCAL COOPERATION AGREEMENT FOR LIBRARY SERVICE

THIS AGREEMENT is made and entered into on the ____ day of _____, 2022, by and between the City of Aubrey, a municipality of Denton County, and Texas, hereinafter referred to as "**AUBREY**", and the City of Cross Roads, a municipality of Denton County, Texas, hereinafter referred to as "**CROSS ROADS**".

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

WHEREAS, AUBREY is a duly organized political subdivision of Denton County, Texas, engaged in the provision of library service and related services for the benefit of the citizens of **AUBREY**; and

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

WHEREAS, CROSS ROADS has requested, and **AUBREY** has agreed, to provide Library Service, as hereinafter defined, for the residents of **CROSS ROADS**; and

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

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

I. TERM

The term of this Agreement shall be for the period from October 1, 2021, through September 30, 2022 ("Term").

II. LIBRARY SERVICE

2.1 For the purposes and consideration herein stated and contemplated, **AUBREY** will provide Library Service for the residents of **CROSS ROADS** without regard to race, religion, color, age, disability, and/or national origin, and under the same terms and conditions as residents of **Aubrey**. Upon proper proof by individual(s) of residence in **CROSS ROADS**, such individual(s) shall be entitled to receive Library Service during the Term of this Agreement.

2.2 For the purposes of this Agreement, "Library Service" means the general library-related services provided to citizens of **AUBREY**. The obligation of **AUBREY** to provide such services shall terminate upon expiration or earlier termination of this Agreement.

2.03 **CROSS ROADS** understands and agrees that **AUBREY** is not, and shall not, be required to purchase or furnish any additional equipment, facilities, materials, or items of any type or nature for Library Service to comply with this Agreement.

III. PAYMENT FOR SERVICES

CROSS ROADS shall pay **AUBREY** \$13,500 for Library Service. Cross Roads may remit payment in quarterly installments, the first payment being due and payable September 30, 2022.

IV. MISCELLANEOUS

4.1 **AUBREY** will provide **CROSS ROADS** with quarterly reports in the same format and containing the same information as is given to **AUBREY'S** governing body. In addition, **AUBREY** shall furnish to **Cross Roads** an annual report to consist of audit reports of the financial accounts of the library's operations, showing both income and expenditures, and summaries of operations and programs.

4.2 This agreement may be terminated by either party without cause by transmittal of written notice of termination sent at least thirty (30) days prior to the stated termination date. This agreement may be terminated by either party on ten (10) days' written notice should the other party be in default in any term or condition of this agreement. **AUBREY** shall refund any and all pro rata payments to **Cross Roads** in the event of early termination.

4.3 **AUBREY** shall at all times exercise reasonable precautions for the safety of employees, participants and others on or near the library premises and shall comply with all applicable provisions of federal, state, municipal safety laws.

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

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

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

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

4.7 This Agreement may be terminated, at any time, by either party by giving thirty (30) days advance written notice to the other party. In the event of such termination by either party, **AUBREY** shall be compensated pro rata for all services performed to the termination date. In the event of such termination, should **AUBREY** be overcompensated on a pro rata basis for all services performed to the termination date, **CROSS ROADS** shall be reimbursed pro rata for all such overcompensation.

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

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

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

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

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

CITY OF AUBREY

TOWN OF CROSS ROADS

Mayor

Mayor

ATTEST:

ATTEST:

City Secretary

Town Secretary

2022-2023

INTERLOCAL COOPERATION AGREEMENT FOR LIBRARY SERVICE

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WHEREAS, CROSS ROADS has requested, and **AUBREY** has agreed, to provide Library Service, as hereinafter defined, for the residents of **CROSS ROADS**; and

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

CITY OF AUBREY

TOWN OF CROSS ROADS

Mayor

Mayor

ATTEST:

ATTEST:

City Secretary

Town Secretary

Aubrey Area Library
FY 21-22
13 Month Data Report - Aubrey Area Library

												Apr 2022	Fiscal Year to date	
Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22			
32	56	140	120	158	89	69	63	33	37	59	75	New Cards Issued	78	414
667	1174	3020	2671	2149	2100	2052	1982	1961	1909	1878	1840	Number of Patrons	1912	13534
0.0	7.3	16.6	14.8	12.4	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Patrons per Hour (avg)	n/a	n/a
6.5/1	5.75/1	67/15	51.5/10	37/5	19/6	19.5/5	19.5/5	19.5/5	19/2	16/4	39.5/5	Volunteer Hours/ Persons	64/7	197/33
20	20	22	22	21	22	22	17	16	10	20	23	Number of Days Open	22	130
154	161	182	181	173	182	178	141	127	68	164	191	Number of Hours Open	178	1047
154	161	182	181	173	182	178	141	127	68	164	191	Number of Service Hours	178	1047
3465	3523	6665	7821	6951	6774	6638	5752	3705	3941	4622	6926	All Circulations	6071	37655
13.6	13.6	13.6	13.6	40.2	37.2	37.3	40.8	29.2	58	28.2	36.3	Items per Hour (avg)	34.1	263.9
628	631	1248	1420	1456	1078	1064	1006	671	716	860	1329	Adult Material Checked Out	1115	6761
2038	2067	4563	5487	4581	4842	4798	4025	2248	2280	2978	4708	Juvenile Material Checked Out	4091	25128
2666	2698	5811	6907	6037	5920	5862	5031	2919	2996	3838	6037	Adult/Juvenile Items combined	5206	31889
25	147	463	673	623	40	51	37	25	33	33	37	Self-Checkout Use	48	264
416	454	450	468	465	444	424	345	408	511	426	481	E-Books Checked Out	422	3017
383	371	404	446	449	410	352	376	378	434	358	408	E-Audios Checked Out	443	2749
799	825	854	914	914	854	776	721	786	945	784	889	E-Books/ E-Audios combined	865	5766
121	132	193	161	129	152	94	82	109	22	41	30	ILL shipped	74	452
101	71	123	142	119	126	112	80	72	27	39	36	ILL received	68	434
339	224	412	562	350	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Reference	n/a	n/a
8	8	8	8	8	8	8	8	8	8	8	8	Number of Public Computers	8	8
54	120	131	102	104	n/a	n/a	n/a	n/a	17	86	129	Computer Sessions	98	330
55.0	147.0	134.5	95.2	85	n/a	n/a	n/a	n/a	24.5	90.2	108	Computer Usage (hours)	88.6	311.3
0	8	69.25	58.25	80	100	89	77	57	43	44	88	Community Center Event Hrs	31	429
1	1	56	53	63	34	29	25	16	12	12	20	Number of Programs	15	129
10	15	902	796	785	n/a	n/a	n/a	n/a	n/a	151	402	Program Attendance	134	687
0	1	6.75	13.5	11.75	6	5	6	4	3	9	17	Program Room Event Hrs	32	76
10	15	14	12	8	n/a	n/a	n/a	n/a	n/a	n/a	18	Aubrey Book Club	9	27
0	0	27	14	23	n/a	n/a	n/a	n/a	n/a	n/a	11	Classy Crafters	10	21
0	0	23	20	28	n/a	n/a	n/a	n/a	n/a	12	48	Senior Thursday Club	27	87
0	0	103	120	144	n/a	n/a	n/a	n/a	n/a	25	81	Senior Fit	79	185
0	0	13	16	0	n/a	n/a	n/a	n/a	n/a	0	0	Therapy Dog	0	0
0	0	142	85	80	n/a	n/a	n/a	n/a	n/a	34	94	After School Storytime	106	234
0	0	71	226	209	n/a	n/a	n/a	n/a	n/a	31	133	Other Storytimes	83	247
										22	10	Helping Hands 4H	53	85
										4	4	Girl Scout Troops	45	53
		249	287									Summer Reading Participants		n/a

Aubrey Area Library

FY 21-22

13 Month Data Report - Aubrey Area Library

May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22		May 2022	Fiscal Year to date
56	140	120	158	89	69	63	33	37	59	75	78	New Cards Issued	81	495
1174	3020	2671	2149	2100	2052	1982	1961	1909	1878	1840	1912	Number of Patrons	2520	16054
7.3	16.6	14.8	12.4	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Patrons per Hour (avg)	14.6	n/a
5.75/1	67/15	51.5/10	37/5	19/6	19.5/5	19.5/5	19.5/5	19/2	16/4	39.5/5	67/7	Volunteer Hours/ Persons	40.25/5	237.25/38
20	22	22	21	22	22	17	16	10	20	23	22	Number of Days Open	21	151
161	182	181	173	182	178	141	127	68	164	191	178	Number of Hours Open	173	1220
161	182	181	173	182	178	141	127	68	164	191	178	Number of Service Hours	173	1220
3523	6665	7821	6951	6774	6638	5752	3705	3941	4622	6926	6071	All Circulations	7122	44777
13.6	13.6	13.6	40.2	37.2	37.3	40.8	29.2	58	28.2	36.3	34.1	Items per Hour (avg)	40	303.9
631	1248	1420	1456	1078	1064	1006	671	716	860	1329	1115	Adult Material Checked Out	1122	7883
2067	4563	5487	4581	4842	4798	4025	2248	2280	2978	4708	4091	Juvenile Material Checked Out	5024	30152
2698	5811	6907	6037	5920	5862	5031	2919	2996	3838	6037	5206	Adult/Juvenile Items combined	6146	38035
147	463	673	623	40	51	37	25	33	33	37	48	Self-Checkout Use	43	307
454	450	468	465	444	424	345	408	511	426	481	422	E-Books Checked Out	474	3491
371	404	446	449	410	352	376	378	434	358	408	443	E-Audios Checked Out	502	3251
825	854	914	914	854	776	721	786	945	784	889	865	E-Books/ E-Audios combined	976	6742
132	193	161	129	152	94	82	109	22	41	30	74	ILL shipped	117	569
71	123	142	119	126	112	80	72	27	39	36	68	ILL received	111	545
224	412	562	350	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Reference	146	n/a
8	8	8	8	8	8	8	8	8	8	8	8	Number of Public Computers	8	8
120	131	102	104	n/a	n/a	n/a	n/a	17	86	129	98	Computer Sessions	151	481
147.0	134.5	95.2	85	n/a	n/a	n/a	n/a	24.5	90.2	108	88.6	Computer Usage (hours)	132.9	444.2
8	69.25	58.25	80	100	89	77	57	43	44	88	31	Community Center Event Hrs	35	464
1	56	53	63	34	29	25	16	12	12	20	15	Number of Programs	10	139
15	902	796	785	n/a	n/a	n/a	n/a	n/a	151	402	134	Program Attendance	126	813
1	6.75	13.5	11.75	6	5	6	4	3	9	17	32	Program Room Event Hrs	34	110
15	14	12	8	n/a	n/a	n/a	n/a	n/a	n/a	18	9	Aubrey Book Club	12	39
0	27	14	23	n/a	n/a	n/a	n/a	n/a	n/a	11	10	Classy Crafters	10	31
0	23	20	28	n/a	n/a	n/a	n/a	n/a	12	48	27	Senior Thursday Club	42	129
0	103	120	144	n/a	n/a	n/a	n/a	n/a	25	81	79	Senior Fit	85	270
0	13	16	0	n/a	n/a	n/a	n/a	n/a	0	0	0	Therapy Dog	8	8
0	142	85	80	n/a	n/a	n/a	n/a	n/a	34	94	106	After School Storytime	90	324
0	71	226	209	n/a	n/a	n/a	n/a	n/a	31	133	83	Other Storytimes	69	316
									22	10	53	Helping Hands 4H	25	110
									4	4	45	Girl Scout Troops	35	88
	249	287										Summer Reading Participants		n/a

Aubrey Area Library

FY 21-22

13 Month Data Report - Aubrey Area Library

Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22		Jun 2022	Fiscal Year to date
140	120	158	89	69	63	33	37	59	75	78	81	New Cards Issued	138	633
3020	2671	2149	2100	2052	1982	1961	1909	1878	1840	1912	2520	Number of Patrons	3132	19186
16.6	14.8	12.4	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	14.6	Patrons per Hour (avg)	17.2	n/a
67/15	51.5/10	37/5	19/6	19.5/5	19.5/5	19.5/5	19/2	16/4	39.5/5	67/7	40.25/5	Volunteer Hours/ Persons	83.25/6	320.50
22	22	21	22	22	17	16	10	20	23	22	21	Number of Days Open	22	173
182	181	173	182	178	141	127	68	164	191	178	173	Number of Hours Open	182	1402
182	181	173	182	178	141	127	68	164	191	178	173	Number of Service Hours	182	1402
6665	7821	6951	6774	6638	5752	3705	3941	4622	6926	6071	7122	All Circulations	9105	53882
13.6	13.6	40.2	37.2	37.3	40.8	29.2	58	28.2	36.3	34.1	40	Items per Hour (avg)	50	353.9
1248	1420	1456	1078	1064	1006	671	716	860	1329	1115	1122	Adult Material Checked Out	1391	9274
4563	5487	4581	4842	4798	4025	2248	2280	2978	4708	4091	5024	Juvenile Material Checked Out	6705	36857
5811	6907	6037	5920	5862	5031	2919	2996	3838	6037	5206	6146	Adult/Juvenile Items combined	8096	46131
463	673	623	40	51	37	25	33	33	37	48	43	Self-Checkout Use	46	353
450	468	465	444	424	345	408	511	426	481	422	474	E-Books Checked Out	501	9992
404	446	449	410	352	376	378	434	358	408	443	502	E-Audios Checked Out	508	3759
854	914	914	854	776	721	786	945	784	889	865	976	E-Books/ E-Audios combined	1009	7751
193	161	129	152	94	82	109	22	41	30	74	117	ILL shipped	138	707
123	142	119	126	112	80	72	27	39	36	68	111	ILL received	115	660
412	562	350	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	146	Reference	263	n/a
8	8	8	8	8	8	8	8	8	8	8	8	Number of Public Computers	8	8
131	102	104	n/a	n/a	n/a	n/a	17	86	129	98	151	Computer Sessions	152	633
134.5	95.2	85	n/a	n/a	n/a	n/a	24.5	90.2	108	88.6	132.9	Computer Usage (hours)	139.8	584
69.25	58.25	80	100	89	77	57	43	44	88	31	35	Community Center Event Hrs	38	502
56	53	63	34	29	25	16	12	12	20	15	10	Number of Programs	18	157
902	796	785	n/a	n/a	n/a	n/a	n/a	151	402	134	126	Program Attendance	380	1193
6.75	13.5	11.75	6	5	6	4	3	9	17	32	34	Program Room Event Hrs	32	142
14	12	8	n/a	n/a	n/a	n/a	n/a	n/a	18	9	12	Aubrey Book Club	16	55
27	14	23	n/a	n/a	n/a	n/a	n/a	n/a	11	10	10	Classy Crafters	0	31
23	20	28	n/a	n/a	n/a	n/a	n/a	12	48	27	42	Senior Thursday Club	39	168
103	120	144	n/a	n/a	n/a	n/a	n/a	25	81	79	85	Senior Fit	99	369
13	16	0	n/a	n/a	n/a	n/a	n/a	0	0	0	8	Therapy Dog	*n/a	8
142	85	80	n/a	n/a	n/a	n/a	n/a	34	94	106	90	After School Storytime	98	422
71	226	209	n/a	n/a	n/a	n/a	n/a	31	133	83	69	Other Storytimes	167	483
								22	10	53	25	Helping Hands 4H	*n/a	110
								4	4	45	35	Girl Scout Troops	16	104
249	287											Summer Reading Participants	468	n/a

*(2) programs were not held this month – Therapy Dog, & Helping Hands 4H