



**NOTICE OF TOWN COUNCIL MEETING
FOR THE TOWN OF CROSS ROADS
MONDAY, September 19, 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/82236099829>
Meeting ID: 822 3609 9829
One tap mobile
+13462487799,,82236099829# US (Houston)
Note: All applicants should attend in person.*

1. Call to Order.
2. Roll Call.
3. Invocation – Pastor Clarence Dalrymple, Aubrey Faith Assembly
4. Pledge of Allegiance – Donna Butler
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, including financial, development and permit reports – Kristi Gilbert
 - b. Law Enforcement – Shaun Short
 - c. Fire Department – Paul Rust
 - d. Committee Reports – MDD, Parks, Connectivity Committee, Historical Committee, Road Committee

CONSENT AGENDA

9. Consider approval of the amended July 25, 2022, Council Meeting Minutes.
10. Consider approval of the August 15, 2022, Council Meeting Minutes.
11. Consider approval of the August 2022 Financials.
12. Consider approval of an amendment to the Fiscal Year 2021-2022 Budget.
13. Consider approval of the sale of a 2020 Chevrolet Tahoe police vehicle outfitted for a K-9 unit to the City of Tioga.

14. Consider authorizing the Mayor to designate individuals to review proposals for solid waste services for the purpose of making a recommendation to the Town Council.

CONVENE INTO BOARD OF ADJUSTMENTS

15. CONDUCT A PUBLIC HEARING, discuss and consider action on a request from applicant Eliud Aranda on behalf of property owner Imperial Products Supply requesting a variance from the required 15-foot rear yard setback as set forth in Section 14.03.076(d)(5) of the Code of Ordinances to allow for the continued placement of an existing structure eight (8) feet from the rear property line where a 15 foot setback is required for property located at 8801 US 380. (2022-0808-05VARIANCE)

RECONVENE INTO REGULAR TOWN COUNCIL MEETING

REGULAR SESSION

16. CONDUCT A PUBLIC HEARING, discuss, and consider an application by property owner West Crossroads to amend the future land use map from C-2 Commercial to C-1 Commercial for Lot 2-R of the Amy's Place Addition, generally located at 3201 US 380 to allow for the continued operation of medical and professional offices. (2022-0808-01FLUP)
17. CONDUCT A PUBLIC HEARING, discuss, and consider an application by property owner West Crossroads to amend the zoning map from C-2 Commercial to C-1 Commercial for Lot 2-R of the Amy's Place Addition, generally located at 3201 US 380 to allow for the continued operation of medical and professional offices. (2022-0808-02ZC)
18. CONDUCT A PUBLIC HEARING, discuss, and consider an application by Barry Leming with Speed of Light on behalf of property owner Blanche Dillon to request a special use permit for Tract 63 of the R.J. Moseley Abstract A0803A, generally located at 2201 Moseley Road to allow for the installation of a communication tower approximately 190 feet tall. (2022-0808-03SUP)
19. CONDUCT A PUBLIC HEARING, discuss, and consider items related to the Fiscal Year 2022-2023 budget.
20. Discuss and consider approval of a resolution establishing a pay plan for Town employees.
21. Discuss and consider approval of bid documents for the Phase 1 Street Rehabilitation project and other associated road maintenance items.
22. Discuss and consider items related to the Town's Vision 2035 Strategic & Comprehensive Plan project.

EXECUTIVE SESSION

- 23. 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. Texas Government Code, Section 551.072 - Deliberation Regarding Real Property; to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person: Fish Trap Road; FM 424; Naylor

- 24. 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.

- *Planning and Zoning Commission Meeting – Tuesday, October 4, 2022, at 7:00 p.m.*
- *Parks and Recreation Board Meeting – Wednesday, October 5, 2022, at 7:00 p.m.*
- *Municipal Development District Meeting – Thursday, October 13, 2022, at 6:00 p.m.*
- *Town Council Meeting – Monday, October 17, 2022, at 6:00 p.m.*

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

CERTIFICATION

I, the undersigned authority, do hereby certify that this Public Meeting Notice was posted on the official bulletin board at the Town Hall of the Town of Cross Roads, Texas on or before Friday, September 16, 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
September 19, 2022

Police Operations

➤ August Police Reports

- **10 Crash Investigations**
 - 6 - US380
 - 4 - Other
- **2 Persons Crimes**
 - 0 Stranger
 - 2 Family Violence
- **6 Property Crime**
 - 5 Retail Theft
 - 0 Fraud
 - 1 Employee Theft
- **17 - Society**
 - 1 - Intoxicated Driving
 - 16 - Drugs Paraphernalia / MIP / PI

➤ August Incident Type Summary

- **22 Agency Assist**
- **16 Alarm**
- **5 Animal Complaint**
- **8 Disturbance**
- **11 Motorist Assist**
- **8 Open Door**
- **6 Road Blockage**
- **9 Suspicious Person**
- **327 Traffic Stop**
- **15 Welfare Concern**
- **213 Unclassified**

638 Total Events

Police Operations Monthly Comparison

MONTHLY COMPARISON

January February March April May June July August



Police – Administrative

- **Hired Officer Gabriel Dewberry**
- **Training**
 - **Active Shooter Response August 20th -21st**
 - **High Risk Vehicle Stops Presentation**
 - **Deployed new pistols**
 - **Received Camera Equipment**
 - **Received Computers**
- **2014 Tahoe stripped sent to auction**
- **2020 Tahoe Discussions with Tioga**
- **Retirement David Lightfoot**



INTEGRITY

CUSTOMER
SERVICE

EFFICIENCY

INNOVATION

Town of Cross Roads Monthly Report

August

2022



38 Incidents

*Average
Emergency
Response:
8 mins, 37 secs*

Incident Count Breakdown

Fires:	0
EMS/Rescues:	21 (15 medical calls and 6 MVAs)
Hazardous Conditions:	3
Service Calls:	7
Good Intentions:	4
False Alarms:	3

Non-Emergencies

Incident Date	NFIRS Number	Incident Address 1	Incident Type	Apparatus	Priority	Mutual Aid	PSAP Received	Dispatched	Arrival
8/7/2022	0003320	HWY 377 / FM 424	Canceled en route	Quint 3	Canceled	None		4:28:38 PM	4:37:54 PM
8/7/2022	0003320	HWY 377 / FM 424	Canceled en route	Medic 3	Canceled	None		4:28:38 PM	4:38:11 PM
8/7/2022	0003320	HWY 377 / FM 424	Canceled en route	Engine 1	Canceled	None		4:28:38 PM	
8/7/2022	0003320	HWY 377 / FM 424	Canceled en route	Battalion 1	Canceled	None		4:28:39 PM	
8/7/2022	0003323	11401 CEDAR CREEK DR	Canceled en route	Quint 3	Canceled	None		8:20:15 PM	
8/10/2022	0003375	20 OAK BLUFF DR	Assist invalid	Medic 3	Non-Emergent	None		5:59:47 PM	6:17:50 PM
8/10/2022	0003375	20 OAK BLUFF DR	Assist invalid	Engine 1	Non-Emergent	None		5:59:47 PM	
8/10/2022	0003377	3401 S HWY 377	Canceled en route	Battalion 1	Emergent	None		7:01:57 PM	
8/10/2022	0003377	3401 S HWY 377	Canceled en route	Engine 1	Emergent	None		7:01:57 PM	
8/10/2022	0003377	3401 S HWY 377	Canceled en route	Medic 3	Emergent	None		7:04:02 PM	
8/11/2022	0003384	11250 CEDAR CREEK DR	No incident found	Engine 3	Non-Emergent	None		11:18:52 AM	11:27:50 AM
8/11/2022	0003384	11250 CEDAR CREEK DR	No incident found	Medic 3	Non-Emergent	None		11:18:52 AM	
8/11/2022	0003385	20 OAK BLUFF DR	Assist invalid	Engine 3	Non-Emergent	None		12:48:58 PM	1:05:22 PM
8/14/2022	0003424	3101 MOSELEY RD	Assist invalid	Medic 3	Non-Emergent	None		4:23:20 AM	4:33:38 AM
8/14/2022	0003424	3101 MOSELEY RD	Assist invalid	Quint 3	Non-Emergent	None		4:23:20 AM	4:33:38 AM
8/29/2022	0003624	1401 FM 424	Assist police	Quint 3	Non-Emergent	None	12:59:08 PM	1:00:23 PM	1:13:46 PM

Emergencies

Incident Date	NFIRS Number	Incident Address 1	Incident Type	Apparatus	Priority	Mutual Aid	PSAP Received	Dispatched	Arrival	Response Time
8/2/2022	0003246	3201 E UNIVERSITY DR	EMS call	Engine 3	Emergent	None		2:50:01 PM	2:58:51 PM	0:08:50
8/2/2022	0003246	3201 E UNIVERSITY DR	EMS call	Medic 3	Emergent	None		2:50:01 PM	2:58:51 PM	0:08:50
8/4/2022	0003281	11700 E UNIVERSITY DR	EMS call	Squad 3	Emergent	None		8:09:09 PM	8:15:37 PM	0:06:28
8/4/2022	0003281	11700 E UNIVERSITY DR	EMS call	Medic 3	Emergent	None		8:09:09 PM	8:15:51 PM	0:06:42
8/4/2022	0003281	11700 E UNIVERSITY DR	EMS call	Medic 2	Emergent	None		8:30:08 PM	8:45:12 PM	0:15:04
8/5/2022	0003298	11350 -100 E UNIVERSITY DR	EMS call	Medic 3	Emergent	None		8:06:37 PM	8:12:35 PM	0:05:58
8/5/2022	0003298	11350 -100 E UNIVERSITY DR	EMS call	Engine 3	Emergent	None		8:06:37 PM	8:13:33 PM	0:06:56
8/6/2022	0003307	2065 ALAMANDINE AVE	EMS call	Medic 3	Emergent	None		1:36:18 PM	1:43:24 PM	0:07:06
8/6/2022	0003307	2065 ALAMANDINE AVE	EMS call	Engine 3	Emergent	None		1:36:18 PM	1:46:55 PM	0:10:37
8/8/2022	0003326	3101 MOSELEY RD	Person in distress	Medic 3	Emergent	None		4:17:34 AM	4:30:56 AM	0:13:22
8/8/2022	0003326	3101 MOSELEY RD	Person in distress	Squad 3	Emergent	None		4:17:34 AM	4:32:51 AM	0:15:17
8/8/2022	0003328	400 OAK VIEW DR	EMS call	Medic 3	Emergent	None		9:13:16 AM	9:24:34 AM	0:11:18
8/8/2022	0003328	400 OAK VIEW DR	EMS call	Squad 3	Emergent	None		9:13:16 AM	9:24:46 AM	0:11:30
8/8/2022	0003334	11620 E UNIVERSITY DR	Carbon monoxide detector activation	Quint 3	Emergent	None		4:36:50 PM	4:44:24 PM	0:07:34
8/8/2022	0003334	11620 E UNIVERSITY DR	Carbon monoxide detector activation	Battalion 1	Emergent	None		4:36:51 PM		
8/8/2022	0003334	11620 E UNIVERSITY DR	Carbon monoxide detector activation	Engine 1	Emergent	None		4:38:21 PM		
8/8/2022	0003342	E UNIVERSITY DR / FISHTRAP RD	MVA with injuries	Medic 3	Emergent	None		11:03:52 PM	11:11:54 PM	0:08:02
8/8/2022	0003342	E UNIVERSITY DR / FISHTRAP RD	MVA with injuries	Squad 3	Emergent	None		11:03:52 PM	11:11:55 PM	0:08:03
8/8/2022	0003342	E UNIVERSITY DR / FISHTRAP RD	MVA with injuries	Quint 3	Emergent	None		11:03:52 PM	11:12:03 PM	0:08:11
8/8/2022	0003342	E UNIVERSITY DR / FISHTRAP RD	MVA with injuries	Battalion 1	Emergent	None		11:03:52 PM	11:16:03 PM	0:12:11
8/8/2022	0003342	E UNIVERSITY DR / FISHTRAP RD	MVA with injuries	Engine 1	Emergent	None		11:06:50 PM	11:27:35 PM	0:20:45
8/8/2022	0003342	E UNIVERSITY DR / FISHTRAP RD	MVA with injuries	Medic 1	Emergent	None		11:14:21 PM	11:27:38 PM	0:13:17
8/10/2022	0003360	11700 E UNIVERSITY DR	Flammable liquid spill	Quint 3	Emergent	None		9:38:16 AM	9:45:00 AM	0:06:44
8/10/2022	0003368	901 HISTORIC LN	EMS call	Medic 3	Emergent	None		3:18:52 PM	3:28:55 PM	0:10:03
8/10/2022	0003368	901 HISTORIC LN	EMS call	Quint 3	Emergent	None		3:18:52 PM	3:29:04 PM	0:10:12
8/11/2022	0003388	1401 FM 424	EMS call	Engine 3	Emergent	None		8:36:54 PM	8:43:56 PM	0:07:02
8/11/2022	0003388	1401 FM 424	EMS call	Medic 3	Emergent	None		8:36:54 PM	8:44:33 PM	0:07:39
8/13/2022	0003407	3401 S HWY 377	EMS call	Medic 3	Emergent	None		3:42:10 AM	3:50:29 AM	0:08:19
8/13/2022	0003407	3401 S HWY 377	EMS call	Engine 3	Emergent	None		3:42:10 AM	3:51:10 AM	0:09:00
8/13/2022	0003418	11700 E UNIVERSITY DR	EMS call	Quint 3	Emergent	None		5:31:33 PM	5:38:55 PM	0:07:22
8/13/2022	0003418	11700 E UNIVERSITY DR	EMS call	Medic 1	Emergent	None		5:31:33 PM	5:39:23 PM	0:07:50
8/16/2022	0003450	NAYLOR RD / E UNIVERSITY DR	MVA with no injuries	Medic 3	Emergent	None		9:18:56 AM	9:28:32 AM	0:09:36
8/16/2022	0003450	NAYLOR RD / E UNIVERSITY DR	MVA with no injuries	Squad 3	Emergent	None		9:21:53 AM	9:28:35 AM	0:06:42
8/16/2022	0003450	NAYLOR RD / E UNIVERSITY DR	MVA with no injuries	Quint 3	Emergent	None		9:18:56 AM	9:28:37 AM	0:09:41
8/16/2022	0003450	NAYLOR RD / E UNIVERSITY DR	MVA with no injuries	Medic 1	Non-Emergent	None		9:21:37 AM		
8/16/2022	0003463	188 LAS COLINAS TRL	EMS call	Medic 3	Emergent	None	8:56:49 PM	8:57:25 PM	9:06:45 PM	0:09:20
8/16/2022	0003463	188 LAS COLINAS TRL	EMS call	Squad 3	Emergent	None	8:56:49 PM	8:57:25 PM	9:06:54 PM	0:09:29
8/17/2022	0003476	NAYLOR RD / E UNIVERSITY DR	Assist police	Quint 3	Emergent	None	4:50:49 PM	4:53:39 PM	5:04:48 PM	0:11:09

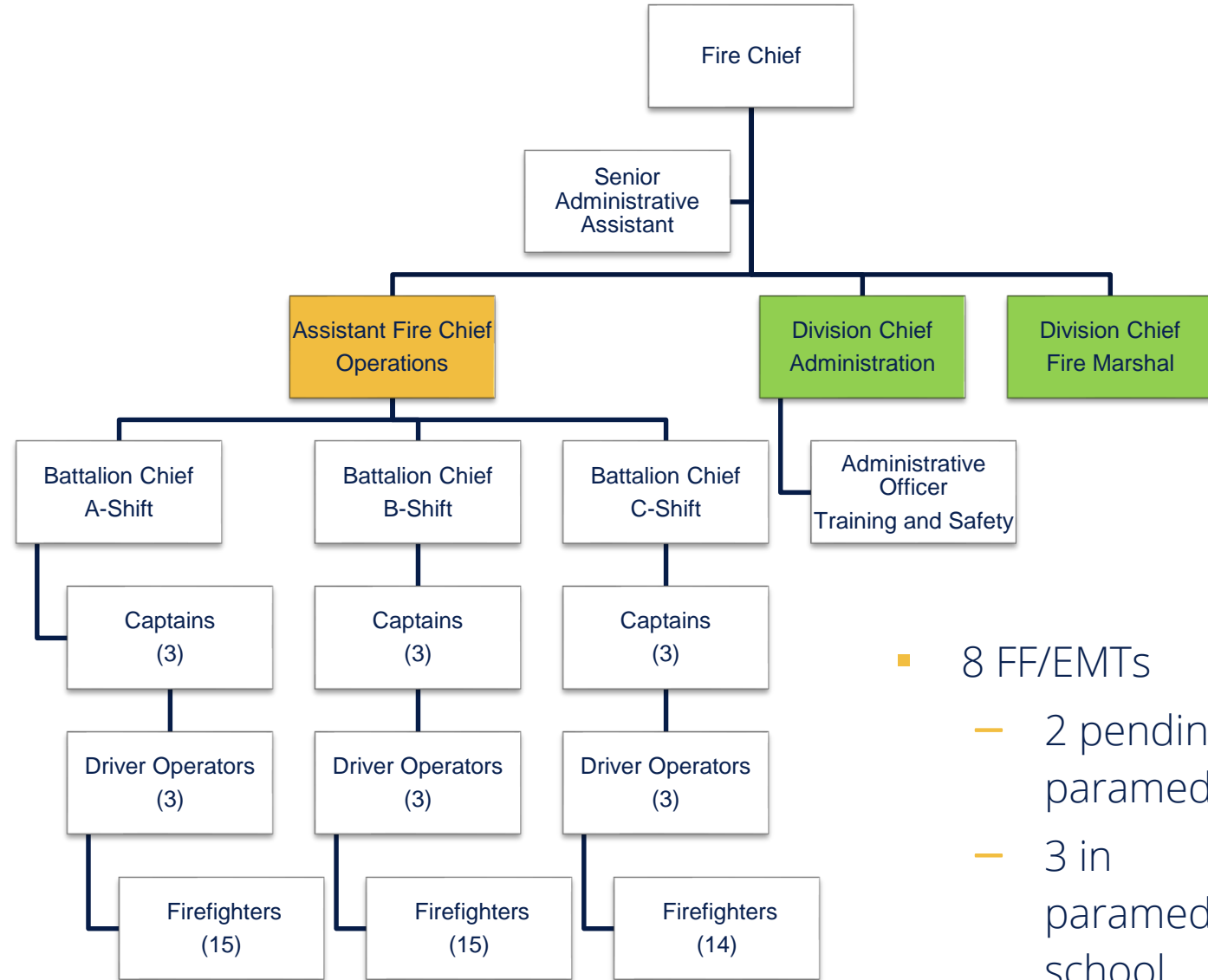
Emergencies (Cont.)

Incident Date	NFIRS Number	Incident Address 1	Incident Type	Apparatus	Priority	Mutual Aid	PSAP Received	Dispatched	Arrival	Response Time
8/18/2022	0003489	E UNIVERSITY DR / WALMART DR	MVA with injuries	Medic 3	Emergent	None	11:22:55 AM	11:23:44 AM	11:27:57 AM	0:04:13
8/18/2022	0003489	E UNIVERSITY DR / WALMART DR	MVA with injuries	Quint 3	Emergent	None	11:22:55 AM	11:23:44 AM	11:30:50 AM	0:07:06
8/18/2022	0003489	E UNIVERSITY DR / WALMART DR	MVA with injuries	Battalion 1	Non-Emergent	None	11:22:55 AM	11:23:45 AM		
8/18/2022	0003489	E UNIVERSITY DR / WALMART DR	MVA with injuries	Engine 2	Non-Emergent	None	11:22:55 AM	11:23:45 AM		
8/18/2022	0003489	E UNIVERSITY DR / WALMART DR	MVA with injuries	Medic 1	Non-Emergent	None	11:22:55 AM	11:23:45 AM		
8/18/2022	0003496	1101 BRIDLE RIDGE RANCH RD	EMS call	Medic 3	Emergent	None	5:19:56 PM	5:20:43 PM	5:31:40 PM	0:10:57
8/18/2022	0003496	1101 BRIDLE RIDGE RANCH RD	EMS call	Squad 3	Emergent	None	5:19:56 PM	5:20:43 PM	5:31:56 PM	0:11:13
8/18/2022	0003500	11151 TANAGER LN	EMS call	Squad 3	Emergent	None	9:04:52 PM	9:05:25 PM	9:14:27 PM	0:09:02
8/18/2022	0003500	11151 TANAGER LN	EMS call	Medic 3	Emergent	None	9:04:52 PM	9:05:25 PM	9:15:03 PM	0:09:38
8/19/2022	0003510	11350 -100 E UNIVERSITY DR	EMS call	Medic 3	Emergent	None	4:06:35 PM	4:08:14 PM	4:15:48 PM	0:07:34
8/19/2022	0003510	11350 -100 E UNIVERSITY DR	EMS call	Squad 3	Emergent	None	4:06:35 PM	4:08:14 PM	4:16:26 PM	0:08:12
8/20/2022	0003513	E UNIVERSITY DR / OAK GROVE LN	MVA with injuries	Medic 3	Emergent	None	7:12:06 AM	7:12:36 AM	7:18:16 AM	0:05:40
8/20/2022	0003513	E UNIVERSITY DR / OAK GROVE LN	MVA with injuries	Squad 3	Emergent	None	7:12:06 AM	7:12:36 AM	7:18:51 AM	0:06:15
8/20/2022	0003513	E UNIVERSITY DR / OAK GROVE LN	MVA with injuries	Quint 3	Emergent	None	7:12:06 AM	7:12:36 AM	7:22:38 AM	0:10:02
8/20/2022	0003513	E UNIVERSITY DR / OAK GROVE LN	MVA with injuries	Battalion 1	Emergent	None	7:12:06 AM	7:12:36 AM	7:23:48 AM	0:11:12
8/20/2022	0003513	E UNIVERSITY DR / OAK GROVE LN	MVA with injuries	Engine 1	Emergent	None	7:12:06 AM	7:12:36 AM		
8/22/2022	0003535	26411 E UNIVERSITY DR	Excessive heat, scorch burns with no ignition	Quint 3	Emergent	None	9:57:45 AM	9:58:42 AM	10:06:00 AM	0:07:18
8/23/2022	0003544	11350 -100 E UNIVERSITY DR	EMS call	Medic 3	Emergent	None	11:51:00 AM	11:51:54 AM	11:57:42 AM	0:05:48
8/23/2022	0003544	11350 -100 E UNIVERSITY DR	EMS call	Squad 3	Emergent	None	11:51:00 AM	11:51:54 AM	11:57:57 AM	0:06:03
8/23/2022	0003553	11700 E UNIVERSITY DR	Smoke detector activation	Quint 3	Emergent	None	8:50:41 PM	8:51:35 PM	8:58:29 PM	0:06:54
8/23/2022	0003553	11700 E UNIVERSITY DR	Smoke detector activation	Battalion 1	Emergent	None	8:50:41 PM	8:51:35 PM	9:04:44 PM	0:13:09
8/23/2022	0003553	11700 E UNIVERSITY DR	Smoke detector activation	Squad 3	Emergent	None	8:50:41 PM	8:54:46 PM	9:06:03 PM	0:11:17
8/24/2022	0003567	11700 E UNIVERSITY DR	Alarm malfunction	Squad 3	Emergent	None	9:19:59 PM	9:21:35 PM	9:28:24 PM	0:06:49
8/24/2022	0003567	11700 E UNIVERSITY DR	Alarm malfunction	Quint 3	Emergent	None	9:19:59 PM	9:21:34 PM	9:29:23 PM	0:07:49
8/24/2022	0003567	11700 E UNIVERSITY DR	Alarm malfunction	Battalion 1	Non-Emergent	None	9:19:59 PM	9:21:35 PM		
8/26/2022	0003581	E UNIVERSITY DR / NAYLOR RD	MVA with no injuries	Quint 3	Emergent	None	2:21:27 PM	2:23:27 PM	2:36:12 PM	0:12:45
8/26/2022	0003581	E UNIVERSITY DR / NAYLOR RD	MVA with no injuries	Medic 3	Emergent	None	2:21:27 PM	2:23:27 PM	2:39:31 PM	0:16:04
8/26/2022	0003581	E UNIVERSITY DR / NAYLOR RD	MVA with no injuries	Squad 3	Emergent	None	2:21:27 PM	2:25:37 PM		
8/26/2022	0003584	E UNIVERSITY DR / FISHTRAP RD	MVA with no injuries	Battalion 1	Emergent	Automatic aid received	4:25:25 PM	4:27:09 PM	4:39:26 PM	0:12:17
8/26/2022	0003584	E UNIVERSITY DR / FISHTRAP RD	MVA with no injuries	Medic 3	Emergent	Automatic aid received	4:25:25 PM	4:34:32 PM	4:49:44 PM	0:15:12
8/26/2022	0003584	E UNIVERSITY DR / FISHTRAP RD	MVA with no injuries	Quint 3	Emergent	Automatic aid received	4:25:25 PM	4:34:30 PM		
8/26/2022	0003584	E UNIVERSITY DR / FISHTRAP RD	MVA with no injuries	Squad 3	Emergent	Automatic aid received	4:25:25 PM	4:34:31 PM		
8/28/2022	0003620	3444 NEW HOPE RD	Electrical wiring/equipment problem	Quint 3	Emergent	None	10:01:27 PM	10:03:19 PM	10:15:52 PM	0:12:33
8/30/2022	0003636	11350 -100 E UNIVERSITY DR	EMS call	Medic 3	Emergent	None	9:48:38 AM	9:48:54 AM	9:55:39 AM	0:06:45
8/30/2022	0003636	11350 -100 E UNIVERSITY DR	EMS call	Squad 3	Emergent	None	9:48:38 AM	9:48:54 AM	9:56:12 AM	0:07:18
8/30/2022	0003641	4001 KEYES LN	Lightning strike (no fire)	Squad 3	Emergent	None	7:09:10 PM	7:09:50 PM	7:21:21 PM	0:11:31
8/30/2022	0003641	4001 KEYES LN	Lightning strike (no fire)	Quint 3	Emergent	None	7:09:10 PM	7:09:50 PM	7:22:29 PM	0:12:39
8/30/2022	0003641	4001 KEYES LN	Lightning strike (no fire)	Medic 3	Emergent	None	7:09:10 PM	7:09:50 PM	7:22:39 PM	0:12:49
8/30/2022	0003641	4001 KEYES LN	Lightning strike (no fire)	Battalion 1	Emergent	None	7:09:10 PM	7:09:50 PM	7:28:36 PM	0:18:46
8/30/2022	0003641	4001 KEYES LN	Lightning strike (no fire)	Engine 1	Non-Emergent	None				



Org Chart

71 Full-Time Funded
Positions



- 8 FF/EMTs
- 2 pending paramedic
- 3 in paramedic school



**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



**MINUTES 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 Zoom Meeting**

1. Call to Order - **6:00 P.M.**
2. Roll Call: **Mayor Tompkins; Council Members Neubauer, King, and Gaalema. Council Members Meek and White-Stevens were not present.**
3. Invocation – **Rev. Courtney Schultz, Grace Chapel**
4. Pledge of Allegiance – ~~Officer Mark Ladasau~~ **Attorney Matthew Boyle**
5. Citizens Input (Items on the agenda and not on the agenda).
None.
6. Council Members' announcements and updates.
King gave an update on the Parks and Recreation Board.
7. Mayor's announcements and updates.
Tompkins congratulated Sergeant Rounsavall on completion of a three-year training program; announced Cross Roads has been awarded County assistance from the Capital Road Improvement Program; there was a 10.8% increase in sales tax revenue.
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 update from John Knox, Parks update from Ron Zohfeld**

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. **Removed from Consent Agenda.**~~

**Motion to approve Items 9-12 of the Consent Agenda made by Gaalema;
Second by King;
Passed unanimously.**

ADJOURNED INTO EXECUTIVE SESSION at 6:37 P.M.

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

RECONVENED INTO REGULAR SESSION at 7:31 P.M.

23. Take action as may be necessary or appropriate on matters discussed in Executive Session.
**Motion to approve compensation amendments for the Chief of Police consistent with discussion in Executive Session made by Gaalema;
Second by King;
Passed unanimously.**
13. Consider a resolution declaring a 2014 Chevrolet Tahoe and a 2016 Chevrolet Tahoe as surplus property and authorizing the disposal through an auction. **(Removed from Consent Agenda.)**
**Motion to allow Chief Short to enter into negotiations with Tioga for the 2020 Chevrolet Tahoe; dispose of the 2014 Chevrolet Tahoe and keep the 2016 Chevrolet Tahoe made by Gaalema;
Second by King;
Passed unanimously.**

14. Discuss and consider approval of a resolution disapproving of the 2023 budget of the Denton Central Appraisal District.
Motion to approve made by Gaalema;
Second by Neubauer;
Passed unanimously.
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)
No motion.
Mayor tabled the item.
16. Discuss and consider items related to the Fiscal Year 2022-2023 budget.
No action or recommendations.
17. Discuss and consider approval of a resolution establishing a pay plan for Town employees.
Motion to approve a 3.5% cost of living wage increase to all employees made by Gaalema;
Second by Neubauer;
Passed unanimously.
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.
Motion to approve made by Gaalema;
Second by King;
Passed unanimously.
19. Discuss and consider approval of a resolution appointing members to fill two vacancies on the Cross Roads Parks and Recreation Board.
Motion to approve Stephanie Housewright as Alternate Seat #1 and Andy Garcia Member Seat #7 made by King;
Second by Gaalema;
Passed unanimously.
20. Discuss and consider approval of a resolution appointing members to the Road Maintenance Committee.
Motion to appoint Sharon Baca as Chair, and allow her to interview and recommend members, made by Neubauer;
Second by King;
Passed unanimously.

21. Discuss and consider Interlocal Agreements with the City of Aubrey for Fiscal Years 2022 and 2023.

Motion to approve made by Gaalema;

Second by Neubauer;

Passed unanimously.

EXECUTIVE SESSION – Executive Session held after Consent Agenda.

~~22. The Town Council will convene into Executive Session pursuant to Texas Government Code, annotated, Chapter 551, Subchapter D for the following:~~

~~d. Section 551.071 Consultation with Attorney – Contemplated or Pending litigation James Edland v. Town of Cross Roads, Texas, Case No. 22-0056-362~~

~~e. Section 551.071 Consultation with Attorney – Zoning and land use entitlements~~

~~f. Section 551.074 Personnel – Police Chief Performance Evaluation~~

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

ADJOURN – 8:57 P.M.

T. Lynn Tompkins, Jr., Town Mayor

Donna Butler, Town Secretary

Meeting Date:

September 19, 2022

Agenda Item:

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

Prepared by:

Kristi Gilbert, Town Administrator

Budget versus Actuals Report:

The attached financials are the unaudited financials as of August 31, 2022. The report is reflective of eleven months (91.67%) of the fiscal year. Most revenues should be tracking at 8% or lower, indicative of revenues at or exceeding budget projections. Most expenses should be tracking at 8% or higher, indicative of expenses at or lower than budget projections. Overall, general fund revenues are tracking at 2.95% and expenses are tracking at 16.68% with \$1,504,430.22 in excess revenue over expenditures after the \$2.6 million transfer in June.

The following are exceptions of note:

- Many of the revenues have already met budget projections for the fiscal year including sales tax, court revenue, and fines/fees. Staff anticipates a shortfall in commercial permits and infrastructure inspections.
- Most expenditures are under budget with the exception of administrative maintenance and legal fees. Expenditures related to engineering services for the road improvement project were transferred from the General Fund to the Road Improvement Fund.

Recommended Action:

Staff recommends approval.

Attachments:

August Finance Report
Transaction Detail

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

9/9/2022 10:22 AM

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							
-	353,589.64	4,097,736.22	4,222,190.90	124,454.68	2.95%	3,429,277.34	3,806,822.12
Revenue Totals	<u>353,589.64</u>	<u>4,097,736.22</u>	<u>4,222,190.90</u>	<u>124,454.68</u>	<u>2.95%</u>	<u>3,429,277.34</u>	<u>3,806,822.12</u>
Expense Summary							
110-Administration	47,589.38	1,256,413.78	1,414,095.00	157,681.22	11.15%	1,268,370.80	1,396,627.49
210-Municipal Court	3,596.75	29,436.22	39,385.00	9,948.78	25.26%	0.00	0.00
310-Police	98,922.75	1,148,162.02	1,400,100.00	251,937.98	17.99%	993,414.00	1,133,597.33
410-Parks & Recreation	2,254.27	12,167.14	27,500.00	15,332.86	55.76%	11,265.79	19,875.95
510-Community Development	0.00	600.00	2,000.00	1,400.00	70.00%	950.00	950.00
520-Inspection	2,075.67	25,261.10	29,000.00	3,738.90	12.89%	10,472.00	16,122.00
610-Public Works	2,445.37	36,926.36	99,000.00	62,073.64	62.70%	308,833.41	316,734.93
Expense Totals	<u>156,884.19</u>	<u>2,593,306.00</u>	<u>3,011,080.00</u>	<u>502,113.38</u>	<u>16.68%</u>	<u>2,593,306.00</u>	<u>2,883,907.70</u>
Revenues Over(Under) Expenditures	<u>196,705.45</u>	<u>1,504,430.22</u>	<u>1,211,110.90</u>	<u>0.00</u>	<u>0.00%</u>	<u>835,971.34</u>	<u>922,914.42</u>
710-Transfers Out	(9,450.00)	2,641,045.26	2,116,308.28	(524,736.98)	(24.79%)	0.00	0.00

Town of Cross Roads
 Revenue and Expense Report
 As of August 31, 2022

#####

100 - General	Department Reven	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	PR io r Y

<u>Sales Taxes</u>							
-40100	Sales Tax Revenue	306,395.24	3,009,389.98	2,975,000.00	(34,389.98)	(1.16%)	#
-40110	Mixed Beverage Tax Revenue	2,008.38	20,008.51	18,375.00	(1,633.51)	(8.89%)	#
	Total Sales Taxes	308,403.62	3,029,398.49	2,993,375.00	(36,023.49)	(1.20%)	#
<u>Franchise Taxes</u>							
-40120	Franchise Tax Telecom	846.46	3,658.22	4,750.00	1,091.78	22.98%	#
-40121	Franchise Tax Waste	11,780.12	23,394.07	24,750.00	1,355.93	5.48%	#
-40122	Franchise Tax Electric	0.00	98,155.14	96,000.00	(2,155.14)	(2.24%)	#
-40123	Franchise Tax Gas	0.00	19,620.64	19,500.00	(120.64)	(0.62%)	#
-40124	Franchise Tax Mustang SUD	3,742.21	17,905.62	19,000.00	1,094.38	5.76%	#
	Total Franchise Taxes	16,368.79	162,733.69	164,000.00	1,266.31	0.77%	#
<u>Licenses & Permits</u>							
-40200	Development/Plattng/Permit Fees	1,150.00	32,139.79	35,000.00	2,860.21	8.17%	#
-40201	Infrastructure Inspection Fees	500.00	27,690.44	45,000.00	17,309.56	38.47%	#
-40202	Residential Bldg Permits and Inspections	3,135.80	114,924.59	115,000.00	75.41	0.07%	#
-40203	Commercial Bldg Permits and Inspections	5,906.20	53,829.30	100,000.00	46,170.70	46.17%	#
-40204	Septic Permits and Fees	0.00	6,440.00	8,000.00	1,560.00	19.50%	#
-40206	Health Inspection and Fees	208.00	16,058.00	16,000.00	(58.00)	(0.36%)	#
-40207	Alcohol Permit/License	0.00	1,455.00	1,350.00	(105.00)	(7.78%)	#
-40208	Signs Permit and Fees	1,500.00	4,250.00	4,250.00	0.00	0.00%	#
	Total Licenses & Permits	12,400.00	256,787.12	324,600.00	67,812.88	20.89%	#
<u>Court Revenue</u>							
-40210	Municipal Court Fines	18,727.61	176,371.94	175,000.00	(1,371.94)	(0.78%)	#
	Total Court Revenue	18,727.61	176,371.94	175,000.00	(1,371.94)	(0.78%)	#

<u>Fines and Fees</u>					
-40300 Administrative Fees	1,718.64	19,182.78	15,000.00	(4,182.78)	(27.89%) #
-40314 Credit Card Processing Fee	271.71	2,917.96	2,500.00	(417.96)	(16.72%) #
Total Fines and Fees	<u>1,990.35</u>	<u>22,100.74</u>	<u>17,500.00</u>	<u>(4,600.74)</u>	<u>(26.29%) #</u>
<u>Contributions</u>					
-40304 MDD Contribution	0.00	18,272.25	24,363.00	6,090.75	25.00% #
Total Contributions	<u>0.00</u>	<u>18,272.25</u>	<u>24,363.00</u>	<u>6,090.75</u>	<u>25.00% #</u>
<u>Investment Income</u>					
-40306 Interest Revenue	0.00	6,488.46	7,000.00	511.54	7.31% #
Total Investment Income	<u>0.00</u>	<u>6,488.46</u>	<u>7,000.00</u>	<u>511.54</u>	<u>7.31% #</u>
<u>Miscellaneous</u>					
-40315 Miscellaneous Income	0.00	4,852.60	4,800.00	(52.60)	(1.10%) #
Total Miscellaneous	<u>0.00</u>	<u>4,852.60</u>	<u>4,800.00</u>	<u>(52.60)</u>	<u>(1.10%) #</u>
<u>Intergovernmental</u>					
-40410 Intergovernmental Revenue	0.00	192.27	0.00	(192.27)	0.00% #
-40412 NEMC Disbursement	0.00	134,710.84	201,102.41	66,391.57	33.01% #
-40413 NEPD Disbursement	0.00	328,375.07	316,850.49	(11,524.58)	(3.64%) #
-40419 NEMC Personnel Reimbursement	0.00	1,748.00	0.00	(1,748.00)	0.00% #
Total Intergovernmental	<u>0.00</u>	<u>465,026.18</u>	<u>517,952.90</u>	<u>52,926.72</u>	<u>10.22% #</u>
<u>Transfers</u>					
-40910 Transfers In	(4,300.73)	(44,295.25)	(6,400.00)	37,895.25	(592.11%) #
Total Transfers	<u>(4,300.73)</u>	<u>(44,295.25)</u>	<u>(6,400.00)</u>	<u>37,895.25</u>	<u>(592.11%) #</u>
Total	<u>353,589.64</u>	<u>4,097,736.22</u>	<u>4,222,190.90</u>	<u>124,454.68</u>	<u>2.95% #</u>
Total Revenue	<u>353,589.64</u>	<u>4,097,736.22</u>	<u>4,222,190.90</u>	<u>124,454.68</u>	<u>2.95% #</u>

100 - General	Department Expen	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	PT io r Y
110-Administration							
<u>Personnel and Benefits</u>							
110-51101	Payroll Expenses: Wages	29,980.65	371,214.35	424,600.00	53,385.65	12.57%	#
110-51102	Overtime	0.00	0.00	500.00	500.00	100.00%	#
110-51105	Longevity Pay	0.00	795.00	795.00	0.00	0.00%	#
110-51109	Auto Allowance	150.00	1,650.00	1,800.00	150.00	8.33%	#
110-51210	Payroll Expenses: Company Contributions: Retirement	2,165.58	27,613.66	32,150.00	4,536.34	14.11%	#
110-51215	Payroll Expenses: Taxes	2,305.01	28,545.33	37,050.00	8,504.67	22.95%	#
110-51216	Employee Health Benefits	2,938.91	36,740.68	44,000.00	7,259.32	16.50%	#
110-51220	Workers Compensation	0.00	4,460.96	6,450.00	1,989.04	30.84%	#
110-51230	Unemployment	1.45	349.92	500.00	150.08	30.02%	#
110-51250	Mileage Reimbursements-Non Tax	0.00	0.00	100.00	100.00	100.00%	#
110-51255	Miscellaneous Reimbursements	0.00	0.00	100.00	100.00	100.00%	#
	Total Personnel and Benefits	37,541.60	471,369.90	548,045.00	76,675.10	13.99%	#
<u>Supplies</u>							
110-52014	Office Supplies	747.25	6,793.44	7,500.00	706.56	9.42%	#
110-52030	Postage	0.00	613.73	1,500.00	886.27	59.08%	#
110-52100	Minor Tools and Equipment	364.92	2,490.27	1,900.00	(590.27)	(31.07%)	#
	Total Supplies	1,112.17	9,897.44	10,900.00	1,002.56	9.20%	#
<u>Contractual Services</u>							
110-53001	Accounting and Auditing Fees	0.00	3,673.45	7,500.00	3,826.55	51.02%	#
110-53002	Advertising and Promotion	0.00	4,848.58	12,000.00	7,151.42	59.60%	#
110-53004	Software	160.99	26,102.72	27,000.00	897.28	3.32%	#
110-53006	Codification Services	0.00	0.00	2,000.00	2,000.00	100.00%	#
110-53010	Property and Liability Insurance	0.00	6,895.28	8,500.00	1,604.72	18.88%	#
110-53012	Legal Fees	5,828.67	67,327.85	60,000.00	(7,327.85)	(12.21%)	#
110-53015	Dues and Subscriptions	1,335.00	1,481.00	900.00	(581.00)	(64.56%)	#
110-53016	Public Notices/Dues	75.00	801.45	1,200.00	398.55	33.21%	#
110-53022	Training and Travel	4,635.04	12,079.40	12,000.00	(79.40)	(0.66%)	#
110-53030	PayPal Charge	245.47	2,892.05	2,500.00	(392.05)	(15.68%)	#

110-53045 Lease and CAM Pmts - Town Hall	4,851.77	54,639.72	68,900.00	14,260.28	20.70% #
110-53050 Careflite Services	36.00	1,980.00	2,000.00	20.00	1.00% #
110-53055 City of Aubrey Library Fund	0.00	0.00	21,500.00	21,500.00	100.00% #
110-53065 Mowing and ROW Cleanup	0.00	5.82	0.00	(5.82)	0.00% #
110-53080 Engineering Services	(24,392.64)	16,361.55	60,000.00	43,638.45	72.73% #
110-53083 Professional Services	10,674.29	58,437.01	50,000.00	(8,437.01)	(16.87%) #
110-53084 Code Enforcement Services	0.00	7,250.00	0.00	(7,250.00)	0.00% #
110-53110 Utilities	665.30	4,893.37	6,600.00	1,706.63	25.86% #
110-53225 Interlocal Fire	0.00	452,300.00	452,830.00	530.00	0.12% #
110-53610 Election Expense	0.00	4,604.13	8,000.00	3,395.87	42.45% #
110-53800 Sales Tax Overpmt 12/21 to 5/25 Payback	1,692.00	15,228.00	16,920.00	1,692.00	10.00% #
Total Contractual Services	<u>5,806.89</u>	<u>741,801.38</u>	<u>820,350.00</u>	<u>78,548.62</u>	<u>9.58% #</u>
<u>Maintenance</u>					
110-54010 Building Maintenance/Cleaning	770.00	5,048.01	5,500.00	451.99	8.22% #
110-54018 Repair and Maintenance	0.00	995.55	0.00	(995.55)	0.00% #
110-54020 Vehicles Maintenance	2,109.87	4,413.89	2,300.00	(2,113.89)	(91.91%) #
Total Maintenance	<u>2,879.87</u>	<u>10,457.45</u>	<u>7,800.00</u>	<u>(2,657.45)</u>	<u>(34.07%) #</u>
<u>Capital Outlay</u>					
110-58007 Capital Improvements	248.85	22,887.61	27,000.00	4,112.39	15.23% #
Total Capital Outlay	<u>248.85</u>	<u>22,887.61</u>	<u>27,000.00</u>	<u>4,112.39</u>	<u>15.23% #</u>
Total Administration	<u>47,589.38</u>	<u>1,256,413.78</u>	<u>1,414,095.00</u>	<u>157,681.22</u>	<u>11.15% #</u>
<u>210-Municipal Court</u>					
<u>Personnel and Benefits</u>					
210-51101 Payroll Expenses: Wages	700.00	5,600.00	7,500.00	1,900.00	25.33% #
210-51215 Payroll Expenses: Taxes	53.55	420.75	575.00	154.25	26.83% #
210-51230 Unemployment	0.70	6.30	10.00	3.70	37.00% #
Total Personnel and Benefits	<u>754.25</u>	<u>6,027.05</u>	<u>8,085.00</u>	<u>2,057.95</u>	<u>25.45% #</u>
<u>Supplies</u>					
210-52014 Office Supplies	80.00	1,651.45	3,500.00	1,848.55	52.82% #
210-52020 Court Supplies	350.00	795.00	1,250.00	455.00	36.40% #
210-52030 Postage	0.00	1,169.14	1,000.00	(169.14)	(16.91%) #
210-52100 Minor Tools and Equipment	0.00	890.34	1,000.00	109.66	10.97% #
Total Supplies	<u>430.00</u>	<u>4,505.93</u>	<u>6,750.00</u>	<u>2,244.07</u>	<u>33.25% #</u>

<u>Contractual Services</u>					
210-53001 Accounting and Auditing Fees	0.00	1,400.00	1,400.00	0.00	0.00% #
210-53004 Software	0.00	562.95	650.00	87.05	13.39% #
210-53015 Dues and Subscriptions	75.00	88.00	250.00	162.00	64.80% #
210-53022 Training and Travel	0.00	200.00	500.00	300.00	60.00% #
210-53075 Prosecutor	2,337.50	15,202.29	18,000.00	2,797.71	15.54% #
210-53076 Jury	0.00	0.00	500.00	500.00	100.00% #
210-53077 Interpreter	0.00	200.00	750.00	550.00	73.33% #
210-53078 Arrest/Jail Fees	0.00	0.00	1,250.00	1,250.00	100.00% #
Total Contractual Services	<u>2,412.50</u>	<u>17,653.24</u>	<u>23,300.00</u>	<u>5,646.76</u>	<u>24.24% #</u>
<u>Capital Outlay</u>					
210-58010 Capital Equipment	0.00	1,250.00	1,250.00	0.00	0.00% #
Total Capital Outlay	<u>0.00</u>	<u>1,250.00</u>	<u>1,250.00</u>	<u>0.00</u>	<u>0.00% #</u>
Total Municipal Court	<u>3,596.75</u>	<u>29,436.22</u>	<u>39,385.00</u>	<u>9,948.78</u>	<u>25.26% #</u>
<u>310-Police</u>					
<u>Personnel and Benefits</u>					
310-51101 Payroll Expenses: Wages	58,261.92	695,759.87	815,000.00	119,240.13	14.63% #
310-51102 Overtime	2,138.67	26,495.08	35,000.00	8,504.92	24.30% #
310-51105 Longevity Pay	0.00	400.00	400.00	0.00	0.00% #
310-51108 Incentive Pay	0.00	0.00	6,000.00	6,000.00	100.00% #
310-51210 Payroll Expenses: Company Contributions: Retirement	4,560.24	54,291.80	61,700.00	7,408.20	12.01% #
310-51215 Payroll Expenses: Taxes	4,620.61	55,287.02	65,000.00	9,712.98	14.94% #
310-51216 Employee Health Benefits	7,830.22	79,391.59	93,000.00	13,608.41	14.63% #
310-51220 Workers Compensation	0.00	27,825.14	38,300.00	10,474.86	27.35% #
310-51230 Unemployment	3.16	2,169.23	3,500.00	1,330.77	38.02% #
Total Personnel and Benefits	<u>77,414.82</u>	<u>941,619.73</u>	<u>1,117,900.00</u>	<u>176,280.27</u>	<u>15.77% #</u>
<u>Supplies</u>					
310-52005 Uniforms	1,533.48	18,753.70	20,000.00	1,246.30	6.23% #
310-52010 Law Enforcement Supplies	2,711.71	7,302.57	5,000.00	(2,302.57)	(46.05%) #
310-52014 Office Supplies	898.72	5,129.83	5,000.00	(129.83)	(2.60%) #
310-52015 Evidence Supplies	(0.89)	2,382.26	2,000.00	(382.26)	(19.11%) #
310-52030 Postage	117.49	1,060.75	1,250.00	189.25	15.14% #
310-52050 Fuel	3,541.16	30,040.14	40,000.00	9,959.86	24.90% #

310-52100 Minor Tools and Equipment	236.46	5,698.92	3,500.00	(2,198.92)	(62.83%) #
Total Supplies	<u>9,038.13</u>	<u>70,368.17</u>	<u>76,750.00</u>	<u>6,381.83</u>	<u>8.32% #</u>
<u>Contractual Services</u>					
310-53004 Software	0.00	1,371.92	18,400.00	17,028.08	92.54% #
310-53010 Property and Liability Insurance	0.00	5,634.02	15,000.00	9,365.98	62.44% #
310-53012 Legal Fees	0.00	618.75	2,500.00	1,881.25	75.25% #
310-53015 Dues and Subscriptions	0.00	365.00	1,500.00	1,135.00	75.67% #
310-53022 Training and Travel	1,917.58	6,121.24	11,500.00	5,378.76	46.77% #
310-53033 Community Events	151.44	4,704.67	5,000.00	295.33	5.91% #
310-53081 Information Technology Services	625.00	21,047.99	16,750.00	(4,297.99)	(25.66%) #
310-53083 Professional Services	4,041.00	16,916.80	22,800.00	5,883.20	25.80% #
310-53091 Landscaping	0.00	0.00	3,500.00	3,500.00	100.00% #
310-53110 Utilities	1,238.61	7,525.00	7,500.00	(25.00)	(0.33%) #
310-53130 Telephone Mobile	655.73	6,966.28	13,000.00	6,033.72	46.41% #
310-53210 Animal Control	1,150.00	12,650.00	14,500.00	1,850.00	12.76% #
310-53230 County Public Safety Contracts	0.00	24,629.00	32,500.00	7,871.00	24.22% #
Total Contractual Services	<u>9,779.36</u>	<u>108,550.67</u>	<u>164,450.00</u>	<u>55,899.33</u>	<u>33.99% #</u>
<u>Maintenance</u>					
310-54010 Building Maintenance/Cleaning	2,308.00	11,266.11	20,000.00	8,733.89	43.67% #
310-54018 Repair and Maintenance	0.00	1,139.77	0.00	(1,139.77)	0.00% #
310-54020 Vehicles Maintenance	382.44	15,217.57	21,000.00	5,782.43	27.54% #
Total Maintenance	<u>2,690.44</u>	<u>27,623.45</u>	<u>41,000.00</u>	<u>13,376.55</u>	<u>32.63% #</u>
Total Police	<u>98,922.75</u>	<u>1,148,162.02</u>	<u>1,400,100.00</u>	<u>251,937.98</u>	<u>17.99% #</u>
<u>410-Parks & Recreation</u>					
<u>Contractual Services</u>					
410-53035 Park Events	939.25	5,626.42	15,000.00	9,373.58	62.49% #
410-53110 Utilities	55.02	585.72	1,000.00	414.28	41.43% #
Total Contractual Services	<u>994.27</u>	<u>6,212.14</u>	<u>16,000.00</u>	<u>9,787.86</u>	<u>61.17% #</u>
<u>Maintenance</u>					
410-54030 Park Maintenance	1,260.00	5,955.00	11,500.00	5,545.00	48.22% #
Total Maintenance	<u>1,260.00</u>	<u>5,955.00</u>	<u>11,500.00</u>	<u>5,545.00</u>	<u>48.22% #</u>
Total Parks & Recreation	<u>2,254.27</u>	<u>12,167.14</u>	<u>27,500.00</u>	<u>15,332.86</u>	<u>55.76% #</u>

510-Community DevelopmentContractual Services

510-53084 Code Enforcement Services	0.00	600.00	2,000.00	1,400.00	70.00% #
Total Contractual Services	<u>0.00</u>	<u>600.00</u>	<u>2,000.00</u>	<u>1,400.00</u>	<u>70.00% #</u>
Total Community Development	<u>0.00</u>	<u>600.00</u>	<u>2,000.00</u>	<u>1,400.00</u>	<u>70.00% #</u>

520-InspectionContractual Services

520-53080 Engineering Services	1,815.67	9,931.10	0.00	(9,931.10)	0.00% #
520-53085 Res & Com Building Review & Insp	0.00	1,550.00	15,000.00	13,450.00	89.67% #
520-53090 Sanitation Services	260.00	13,780.00	14,000.00	220.00	1.57% #
Total Contractual Services	<u>2,075.67</u>	<u>25,261.10</u>	<u>29,000.00</u>	<u>3,738.90</u>	<u>12.89% #</u>
Total Inspection	<u>2,075.67</u>	<u>25,261.10</u>	<u>29,000.00</u>	<u>3,738.90</u>	<u>12.89% #</u>

610-Public WorksPersonnel and Benefits

610-51101 Payroll Expenses: Wages	0.00	16.88	0.00	(16.88)	0.00% #
Total Personnel and Benefits	<u>0.00</u>	<u>16.88</u>	<u>0.00</u>	<u>(16.88)</u>	<u>0.00% #</u>

Contractual Services

610-53060 Street Materials and Signs	654.08	11,642.88	8,000.00	(3,642.88)	(45.54%) #
610-53065 Mowing and ROW Cleanup	1,580.45	23,039.45	38,500.00	15,460.55	40.16% #
610-53070 Street Contract/Repairs	0.00	181.66	50,000.00	49,818.34	99.64% #
610-53110 Utilities	210.84	2,045.49	2,500.00	454.51	18.18% #
Total Contractual Services	<u>2,445.37</u>	<u>36,909.48</u>	<u>99,000.00</u>	<u>62,090.52</u>	<u>62.72% #</u>
Total Public Works	<u>2,445.37</u>	<u>36,926.36</u>	<u>99,000.00</u>	<u>62,073.64</u>	<u>62.70% #</u>

710-Transfers OutCapital Outlay

710-59100 Transfers Out	(9,450.00)	2,641,045.26	2,116,308.28	(524,736.98)	(24.79%) #
Total Capital Outlay	<u>(9,450.00)</u>	<u>2,641,045.26</u>	<u>2,116,308.28</u>	<u>(524,736.98)</u>	<u>(24.79%) #</u>
Total Transfers Out	<u>(9,450.00)</u>	<u>2,641,045.26</u>	<u>2,116,308.28</u>	<u>(524,736.98)</u>	<u>(24.79%) #</u>

Total Expense	<u>147,434.19</u>	<u>5,150,011.88</u>	<u>5,127,388.28</u>	<u>(22,623.60)</u>	<u>(0.44%) #</u>
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Town of Cross Roads
 Transaction Detail Report
 8/1/2022 - 8/31/2022

9/9/2022 12:33 PM

100 - General

Account 100-110-52014

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/2/2022	8/2/2022	CRPD and Town charges - July 2022 - Amazon Capital Town - various office supplies / printer paper	Services	July 2022 purchas	10998	596.11	0.00	596.11
8/19/2022	8/17/2022	Denton Cty Records, SRFAX, Canva				229.89	0.00	826.00
8/19/2022	8/23/2022	Crctn to GL-2289 vendor Denton Cty Records 08-19-22 Portion of Expense to 100-110-52014 \$108.00 s/be 400-110-53007				0.00	108.00	718.00
Total						826.00	108.00	

100 - General

Account 100-110-52100

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/8/2022	8/8/2022	Xerox Corp CRPD inv and Town inv Copier 6-21-22 to 07-21-22 \$601.38 - - Town-Admin to 7-21-22	Xerox Corporation	16797687, 167976	11014	364.92	0.00	364.92
Total						364.92	0.00	

100 - General

Account 100-110-53004

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/19/2022	8/17/2022	Intuit, Intuit, Apple.com				160.99	0.00	160.99
Total						160.99	0.00	

100 - General

Account 100-110-53012

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/2/2022	8/2/2022	Stmnt to 07-31-22 - Legal - General Legal bill	Boyle & Lowry, L.L.P.	Stmnt to july 2022	10992	5,016.17	0.00	5,016.17
8/2/2022	8/2/2022	Stmnt to 07-31-22 - Legal - Edland Legal bill	Boyle & Lowry, L.L.P.	Stmnt to july 2022	10992	812.50	0.00	5,828.67
Total						5,828.67	0.00	

100 - General

Account 100-110-53015

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/19/2022	8/17/2022	TX Municipal League				1,335.00	0.00	1,335.00
8/30/2022	8/30/2022	Point Bank new CC account annual fee \$50	Point Bank	annual fee for Crec	11056	50.00	0.00	1,385.00

8/31/2022	9/6/2022	*VOID* Point Bank new CC account annual fee \$50	Point Bank	annual fee for Crec 11056		0.00	50.00	1,335.00
						Total	1,385.00	50.00

100 - General Account 100-110-53016

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/8/2022	8/8/2022	Denton Record Chronicle Acct 635 Inv 722635 \$202 7/10/22 paper	Denton Record-Chronicle	722635	11015	37.50	0.00	37.50
8/8/2022	8/8/2022	Town Council Denton Record Chronicle Acct 635 Inv 722635 \$202 7/10/22 paper variance request	Denton Record-Chronicle	722635	11015	37.50	0.00	75.00
						Total	75.00	0.00

100 - General Account 100-110-53022

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/19/2022	8/17/2022	Fredonia Hotel, Schlotzsky's				4,955.40	0.00	4,955.40
8/31/2022	8/31/2022	Training related cost reimbs'd to Crossrds - ck deposited 08-30-2022				0.00	320.36	4,635.04
						Total	4,955.40	320.36

100 - General Account 100-110-53030

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/4/2022	8/4/2022	Paypal to 08-04-22 Total sales \$2246.40 Fees \$79.52 net from Paypal \$2166.88				79.52	0.00	79.52
8/16/2022	8/16/2022	Paypal to 08-16-22 Total sales \$2459.6 Fees \$86.98 net from Paypal \$2372.62				86.98	0.00	166.50
8/24/2022	8/24/2022	Paypal to 08-24-2022 Total sales \$2230.80 Fees \$78.97 net from Paypal \$2151.83				78.97	0.00	245.47
						Total	245.47	0.00

100 - General Account 100-110-53045

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/16/2022	8/16/2022	Sept 2022 rent - Town Hall - less Town Hall cleaning costs	West Crossroads LTD	2117	11027	0.00	365.00	(365.00)
8/16/2022	8/16/2022	Sept 2022 rent - Town Hall - Op'g Exp	West Crossroads LTD	2117	11027	1,769.27	0.00	1,404.27
8/16/2022	8/16/2022	Sept 2022 rent - Town Hall - Lease and Cam payments - rent	West Crossroads LTD	2117	11027	3,447.50	0.00	4,851.77
						Total	5,216.77	365.00

100 - General

Account 100-110-53050

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/8/2022	8/8/2022	Careflite add 3 residents thru 12-31-22 year 3 x \$12 = \$36 Inv M220802-700100-110-53050	CareFlite	M220802-700	11012	36.00	0.00	36.00
Total						<u>36.00</u>	<u>0.00</u>	

100 - General

Account 100-110-53080

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/8/2022	8/9/2022	PRIOR FISCAL YEAR CORRECTION- Journal entries in Qkbks FY2019, FY2020 recorded expenses related to Lennar Homes Dev #2755 to General Exp acct in error. The result of these JE errors is a balance owed to the Developer in the G/L acct 100-27000 of \$(25093.30) see attached pdf for all support. 08-08-2022 JE corrects these PAST FISCAL YEAR ERRORS by applying costs paid for Oak Grove road work against the Developer account for Lennar. 100-27000 Dev #2755				0.00	25,093.30	(25,093.30)
8/10/2022	8/10/2022	Half Assoc Inv 10078287 \$9450 - Tipps Culvert project Engineering fees to 7-31-2022	Halff Associates, Inc.	10078287	11017	9,450.00	0.00	(15,643.30)
8/10/2022	8/10/2022	Half Assoc Inv 10078286 \$7717.12 Genl Engineering, Inspections, Developer costs t0 7-31-2022 - - Town paid Expenses thru 7-31-22 - General Engineering	Halff Associates, Inc.	10078286	11018	2,558.77	0.00	(13,084.53)
8/10/2022	8/29/2022	Crctn - Tipps Rd culverts coding - s/be 370-610-53083 not 100-110-53080				0.00	9,450.00	(22,534.53)
8/10/2022	8/30/2022	Crctn - Tipps Rd culverts coding - s/be 370-610-53083 not 100-110-53080 Half Inv 10078286				0.00	1,300.81	(23,835.34)
8/10/2022	8/30/2022	Crctn - not Town cost 100-110-53080 - s/be Dev 2720 and Dev 2740				0.00	557.30	(24,392.64)
Total						<u>12,008.77</u>	<u>36,401.41</u>	

100 - General

Account 100-110-53083

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/2/2022	8/2/2022	Prepaid invoice-service to 8-31-2022 - Inv 3618 - City Hall - IT Services	Local Circuit	3618	10996	238.00	0.00	238.00
8/2/2022	8/2/2022	Prepaid invoice-service to 8-31-2022 - Inv 3618 - Admin, PC and Cloud	Local Circuit	3618	10996	150.00	0.00	388.00

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/9/2022	8/9/2022	- Inv 3010 - Admin - PC and Cloud Backup Meals/mileage related to Consulting Fee Meetings-Phase I-comm,unity Egmt Program	Greater Yield LLC	22-0354	11016	585.52	0.00	973.52
8/19/2022	8/17/2022	Zip Recruiter				1,074.52	0.00	2,048.04
8/24/2022	8/24/2022	Consulting Fee-Phase I - includes pmt for mileage 410 miles @.625 = \$256.25	Greater Yield LLC	22-0365	11045	8,626.25	0.00	10,674.29
Total						<u>10,674.29</u>	<u>0.00</u>	

100 - General Account 100-110-53110

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/19/2022	8/17/2022	Intermedia				239.15	0.00	239.15
8/23/2022	8/23/2022	AT&T internet to 09/05/2022 Town Hall \$145.16	AT&T	service to 09/05/2	11038	145.16	0.00	384.31
8/23/2022	8/23/2022	service to 08-07-22 Town \$41.84 CRPD \$655.73 Town share	AT&T Mobility	service to 08-07-2	11039	41.84	0.00	426.15
8/24/2022	8/24/2022	normally on CC but this pmt via ck - 7 and 5 users for Intermedia - 7 users - 60% Intermedia is Admin	Access Line Communications	normally on CC bu	11044	239.15	0.00	665.30
Total						<u>665.30</u>	<u>0.00</u>	

100 - General Account 100-110-53800

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/16/2022	8/16/2022	Record 100-40100 Rev with Sales Tax Overpmt Payback - Aug 2022 deposit 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
8/1/2022	8/1/2022	Cleaning Town Hall on 07-25-2022	Amanda Escovedo	995687	10991	190.00	0.00	190.00
8/16/2022	8/16/2022	Amanda - Town Hall cleaning on 08-11-2022 \$190 inv 995688	Amanda Escovedo	995688	11029	190.00	0.00	380.00
8/19/2022	8/17/2022	Maid Up Cleaners				100.00	0.00	480.00
8/30/2022	8/30/2022	pd thru August w/ CC but this invoice forward will be w a ck-Office cleaning Sept 2022 - Court Chambers 2 cleanings Sept 2022	Maid Up Cleaners LLC	105	11049	100.00	0.00	580.00
8/30/2022	8/30/2022	Cleaning on 08-25-2022 Inv 995689 - Town Hall	Amanda Escovedo	995689	11057	190.00	0.00	770.00
Total						<u>770.00</u>	<u>0.00</u>	

100 - General

Account 100-110-54020

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/2/2022	8/2/2022	Charges on acct to 07-31-2022 - Town - 2015 Ford - 4 tires - Inv 8720814	The Reinalt-Thomas Corp.	acct 53186 to 07-31-2022	10997	1,183.00	0.00	1,183.00
8/8/2022	8/8/2022	Wex Bank fuel charged thru 07-31-2022 Town and CRPD total \$4190.63	WEX Bank	July 2022	11008	649.47	0.00	1,832.47
8/19/2022	8/17/2022	Autozone, Circle K, 7-Eleven, Shell, Car Wash				277.40	0.00	2,109.87
Total						<u>2,109.87</u>	<u>0.00</u>	

100 - General

Account 100-110-58007

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/8/2022	8/8/2022	Parker Security Inv 67607 Town Hall 4 doors/alarms 9-1 to 11-30-22 \$248.85	Parker Security Services Inc	67607	11013	248.85	0.00	248.85
Total						<u>248.85</u>	<u>0.00</u>	

100 - General

Account 100-210-52014

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/19/2022	8/17/2022	Intuit				80.00	0.00	80.00
Total						<u>80.00</u>	<u>0.00</u>	

100 - General

Account 100-210-52020

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/30/2022	8/30/2022	Inv 12593 Court supplies Qty 250 books \$350	Nu-Art Printing Company	12593	11058	350.00	0.00	350.00
Total						<u>350.00</u>	<u>0.00</u>	

100 - General

Account 100-210-53015

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/19/2022	8/17/2022	TX Munic Courts				75.00	0.00	75.00
Total						<u>75.00</u>	<u>0.00</u>	

100 - General

Account 100-210-53075

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/2/2022	8/2/2022	Stmt to 07-31-22 - Legal - Court Legal bill	Boyle & Lowry, L.L.P.	Stmt to july 2022	10992	2,337.50	0.00	2,337.50
Total						<u>2,337.50</u>	<u>0.00</u>	

100 - General

Account 100-310-52005

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/16/2022	8/16/2022	Galls Inv 021864502 \$268.99 Armorskin - Qty 2	Galls LLC	021864502	11024	268.99	0.00	268.99
8/30/2022	8/30/2022	Galls Vision 2 carrier vest purchased from Colleyville Police Dept (Qty 1)	Colleyville Police Dept	Reimbs vest \$929.11	11050	929.99	0.00	1,198.98
8/30/2022	8/30/2022	Purchased from Galls August Inv 021909981 021974262 021974261 - 08/25/2022 Belt Qty 2 Inv 021974261	Galls LLC	021974262 02197	11054	107.80	0.00	1,306.78
8/30/2022	8/30/2022	Purchased from Galls August Inv 021909981 021974262 021974261 - 08/25/2022 Pant Qty 1 and Shirt Qty 1 Inv 021974262	Galls LLC	021974262 02197	11054	167.20	0.00	1,473.98
8/30/2022	8/30/2022	Purchased from Galls August Inv 021909981 021974262 021974261 - 08/17/2022 Flex Shirt Qty 1 Inv 021909981	Galls LLC	021974262 02197	11054	59.50	0.00	1,533.48
Total						<u>1,533.48</u>	<u>0.00</u>	

100 - General

Account 100-310-52010

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/1/2022	8/1/2022	- this row shipping	Stand 1 Armory	989	10989	147.00	0.00	147.00
8/1/2022	8/1/2022	Ammo - 9mm Qty 20 and 223 Qty 8 and shipping - this row 223 Qty 8	Stand 1 Armory	989	10989	900.00	0.00	1,047.00
8/1/2022	8/1/2022	Ammo - 9mm Qty 20 and 223 Qty 8 and shipping - this row 9 mm Qty 20	Stand 1 Armory	989	10989	1,450.00	0.00	2,497.00
8/2/2022	8/2/2022	CRPD and Town charges - July 2022 Law Encfmt - microphone/key kit	Amazon Capital Services	July 2022 purchas	10998	170.27	0.00	2,667.27
8/19/2022	8/17/2022	Vistaprint				44.44	0.00	2,711.71
Total						<u>2,711.71</u>	<u>0.00</u>	

100 - General

Account 100-310-52014

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/2/2022	8/2/2022	CRPD and Town charges - July 2022 Office supplies: desk converter(2), office desk(2) Binders/Trash bags/ Qk chg plugs	Amazon Capital Services	July 2022 purchas	10998	661.98	0.00	661.98
8/19/2022	8/17/2022	Wal Mart				236.74	0.00	898.72
Total						<u>898.72</u>	<u>0.00</u>	

100 - General

Account 100-310-52015

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/1/2022	8/1/2022	Credit on Sirchie books for months-rec'd ck from Sirchie to clear credit \$197.20				0.00	197.20	(197.20)
8/19/2022	8/17/2022	Sirchie				196.31	0.00	(0.89)
Total						<u>196.31</u>	<u>197.20</u>	

100 - General Account 100-310-52030

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/19/2022	8/17/2022	UPS Store, USPS				117.49	0.00	117.49
Total						<u>117.49</u>	<u>0.00</u>	

100 - General Account 100-310-52050

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/8/2022	8/8/2022	Wex Bank fuel charged thru 07-31-2022 Town and CRPD total \$4190.63 - CRPD	WEX Bank	July 2022	11008	3,541.16	0.00	3,541.16
Total						<u>3,541.16</u>	<u>0.00</u>	

100 - General Account 100-310-52100

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/8/2022	8/8/2022	Xerox Corp CRPD inv and Town inv Copier 6-21-22 to 07-21-22 \$601.38 - - CRPD to 7-21-22	Xerox Corporation	16797687, 167976	11014	236.46	0.00	236.46
Total						<u>236.46</u>	<u>0.00</u>	

100 - General Account 100-310-53022

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/8/2022	8/8/2022	FBI-Leeda \$695 Kris Tyler class - McKinney TX held August 2022	FBI-LEEDA	200072228	11005	695.00	0.00	695.00
8/16/2022	8/16/2022	Virtual Academy Inv VA8776 \$690 Annual Subscription (Qty 10) Training	Virtual Academy	VA8776	11025	690.00	0.00	1,385.00
8/19/2022	8/17/2022	Tarrant County College				125.00	0.00	1,510.00
8/30/2022	8/30/2022	Mileage Reimbmt .625 X 156 miles \$97.50 trip to Waxahachie 08-25-22	Madison Gotthardt	08-25-22 trip	11051	97.50	0.00	1,607.50
8/30/2022	8/30/2022	Reimburse for Meals - San Antonio trip Training class attended 8/20 to 8/23/22 - Traffic Safety and Impaired Driving Conference	Michael Draut	Expense Reimbmt	11052	170.24	0.00	1,777.74
8/30/2022	8/30/2022	Playing card target Qty 25 \$13.50 / 2 sided Target Qty 25 \$16.00	Law Enforcement Targets Inc.	0549824	11055	29.50	0.00	1,807.24

8/30/2022	8/30/2022	charges paid by Shaun Short - Reimburse for Fuel, wiper blades costs and Alerrt Training meals Shaun paid - meals at Training meeting	Shaun Short	august reimbmt	11059	110.34	0.00	1,917.58
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Total 1,917.58 0.00

100 - General Account 100-310-53033

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/19/2022	8/17/2022	Palio's Pizza				151.44	0.00	151.44
Total						<u>151.44</u>	<u>0.00</u>	

100 - General Account 100-310-53081

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/2/2022	8/2/2022	Prepaid invoice-service to 8-31-2022 - Inv 3618 - CRPD IT services	Local Circuit	3618	10996	625.00	0.00	625.00
Total						<u>625.00</u>	<u>0.00</u>	

100 - General Account 100-310-53083

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/1/2022	8/1/2022	Inv 2022-010 14 hours 07/01 to 07/20/22 - Property/Evidence	Joshua Wayne Lyon	2022-010	10988	560.00	0.00	560.00
8/8/2022	8/8/2022	Josh Lyon Inv 2022-009 14 hrs 6-29 to 7-6-22 \$560	Joshua Wayne Lyon	2022-009	11010	560.00	0.00	1,120.00
8/11/2022	8/11/2022	Computer search service - access info on individuals June 2022 and July 2022 billing - - July billing	Transunion Risk and Alternative Data Solutions Inc	acct 6265812 June 11021		75.00	0.00	1,195.00
8/11/2022	8/11/2022	Computer search service - access info on individuals June 2022 and July 2022 billing - - June billing	Transunion Risk and Alternative Data Solutions Inc	acct 6265812 June 11021		75.00	0.00	1,270.00
8/11/2022	8/11/2022	Josh Lyon Inv 2022-011 - 13 hours 7-27-22 to 8-3-22	Joshua Wayne Lyon	2022-011	11022	520.00	0.00	1,790.00
8/16/2022	8/16/2022	Target Solutions Learning annual bill start 9/08/22 \$891.00	Target Solutions Learning	annual bill begins	11023	891.00	0.00	2,681.00
8/18/2022	8/18/2022	Texas Background Investigators LLP \$500 Inv 1700 - applilcant:Gabriel Dewberry	Texas Background Investigators LLP	1700	11030	500.00	0.00	3,181.00
8/23/2022	8/23/2022	Josh Lyon 8/10 to 8/17 Inv 2022-012 \$560.00 Property/Evidence	Joshua Wayne Lyon	2022-012	11035	560.00	0.00	3,741.00
8/30/2022	8/30/2022	\$300.00 Psyche Test for applicant Gabriel Dewberry 08-23-2022	Pro Wellness Services PLLC	005-CRPD	11053	300.00	0.00	4,041.00
Total						<u>4,041.00</u>	<u>0.00</u>	

100 - General

Account 100-310-53110

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/2/2022	8/2/2022	CRPD service to 7-11-22 acct 00200774000001	Mustang Special Utility District	service to 7-11-22	10995	33.42	0.00	33.42
8/8/2022	8/8/2022	Co Serv 6 accounts total \$820.58 Electric to 07-26-2022 - - CRPD bldg acct xxx 2762	CoServ	6 accounts	11003	709.36	0.00	742.78
8/8/2022	8/8/2022	ACC Business Service to 07-31-2022 \$176.95 CRPD Internet	ACC Business	222120465	11007	176.95	0.00	919.73
8/19/2022	8/17/2022	Intermedia				159.44	0.00	1,079.17
8/24/2022	8/24/2022	normally on CC but this pmt via ck - 7 and 5 users for Intermedia - 5 users - 40% Intermedia is CRPD	Access Line Communications	normally on CC bu	11044	159.44	0.00	1,238.61
Total						<u>1,238.61</u>	<u>0.00</u>	

100 - General

Account 100-310-53130

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/23/2022	8/23/2022	service to 08-07-22 Town \$41.84 CRPD \$655.73 CRPD share	AT&T Mobility	service to 08-07-2	11039	655.73	0.00	655.73
Total						<u>655.73</u>	<u>0.00</u>	

100 - General

Account 100-310-53210

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/8/2022	8/8/2022	All American Dogs Inv 4801 month of July 2022 \$1150	All American Dogs	4801	11006	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
8/2/2022	8/2/2022	CRPD - Outdoor work related 7-26- 22 to 7-28-22 - trip to get new plants and bushes/mulch spread/sprinkler repair 5 hrs	Billy Joe Lerma	156350	10994	290.00	0.00	290.00
8/2/2022	8/2/2022	CRPD - Outdoor work related 7-26- 22 to 7-28-22 - Flower Bed/haul to dump 5 hrs	Billy Joe Lerma	156350	10994	290.00	0.00	580.00
8/2/2022	8/2/2022	CRPD - Outdoor work related 7-26- 22 to 7-28-22 - Flower Bed / Tree Trimming 7 hrs	Billy Joe Lerma	156350	10994	406.00	0.00	986.00
8/8/2022	8/8/2022	Granulawn stmt to 08-01-2022 \$122 Lawn Applic #4 CRPD	Granulawn	080122 cust # 35	11004	122.00	0.00	1,108.00
8/19/2022	8/17/2022	Maid Up Cleaners				600.00	0.00	1,708.00

8/30/2022	8/30/2022	pd thru August w/ CC but this invoice forward will be w a ck-Office cleaning Sept 2022 - CRPD 4 cleanings Sept 2022	Maid Up Cleaners LLC	105	11049	600.00	0.00	2,308.00
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Total 2,308.00 0.00

100 - General Account 100-310-54020

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/2/2022	8/2/2022	Charges on acct to 07-31-2022 - Maint pkg purchase and tire repair bill - Inv 8722493 - CRPD	The Reinalt-Thomas Corp.	acct 53186 to 07-31-2022	10997	246.00	0.00	246.00
8/16/2022	8/16/2022	cash refund for battery core returned to Atwoods \$15 cash CRPD				0.00	15.00	231.00
8/19/2022	8/17/2022	Autozone, Car Wash				88.99	0.00	319.99
8/30/2022	8/30/2022	charges paid by Shaun Short - Reimburse for Fuel, wiper blades costs and Alerrt Training meals Shaun paid - fuel and wiper blades	Shaun Short	august reimbmt	11059	62.45	0.00	382.44

Total 397.44 15.00

100 - General Account 100-410-53035

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/3/2022	8/3/2022	Texas Johns - Parks rental 4 wks to 8-30-22 \$89.25	Texas Johns	A-122768	11001	89.25	0.00	89.25
8/30/2022	8/30/2022	Park Labor Day event \$500 Randal Kershaw for music	Randall Kershaw	09-05-2022 Band	11046	500.00	0.00	589.25
8/30/2022	8/30/2022	Labor Day Park Event - mini golf	Putt and Plate Inc	1006	11047	350.00	0.00	939.25

Total 939.25 0.00

100 - General Account 100-410-53110

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/3/2022	8/3/2022	Mustang SUD - Parks dept to 07-11-2022 \$28.57	Mustang Special Utility District	Parks to 7-11-22	11000	28.57	0.00	28.57
8/8/2022	8/8/2022	Co Serv 6 accounts total \$820.58 Electric to 07-26-2022 - Parks pavillion acct xxx 2764	CoServ	6 accounts	11003	26.45	0.00	55.02

Total 55.02 0.00

100 - General Account 100-410-54030

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/3/2022	8/3/2022	Inv 17492 \$330 - Bi-weekly WeedEat/Mow/Garbage to 7-28-22	Metro Grounds Maintenance	17492	10999	330.00	0.00	330.00

8/4/2022	8/4/2022	Remove Storm Damage Debris around 07-12-2022 Inv 17329 - Parks	Metro Grounds Maintenance	17329	11002	100.00	0.00	430.00
8/8/2022	8/8/2022	C&G Electric Inv 40591 \$300.00 - Repair Pavillion light fixture on 7-28-22	C & G Electric Inc	405591	11011	300.00	0.00	730.00
8/30/2022	8/30/2022	Parks mowing/trash pickup 08-11-22 to 08-25-22	Metro Grounds Maintenance	17720	11048	530.00	0.00	1,260.00
Total						<u>1,260.00</u>	<u>0.00</u>	

100 - General Account 100-410-59100

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/25/2022	8/29/2022	Crctn - Tipps Rd culverts coding - Bank transfer bc s/be 370-10054 not 100-10000 \$9450				0.00	9,450.00	(9,450.00)
8/26/2022	9/6/2022	Crctn to GL-2351 s/NOT be 100-410-59100 so crctn to 100-710-59100				9,450.00	0.00	0.00
Total						<u>9,450.00</u>	<u>9,450.00</u>	

100 - General Account 100-520-53080

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/10/2022	8/10/2022	Half Assoc Inv 10078286 \$7717.12 Genl Engineering, Inspections, Developer costs to 7-31-2022 - - Inspections	Half Associates, Inc.	10078286	11018	1,815.67	0.00	1,815.67
Total						<u>1,815.67</u>	<u>0.00</u>	

100 - General Account 100-520-53090

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/1/2022	8/1/2022	Plan Review inspection - Dutch Brothers Coffee 7-19-22	John Glover	Dutch 7-19-2022	10990	100.00	0.00	100.00
8/11/2022	8/11/2022	John Glover Inv 8-10-22 Salad and Go Pre-opening inspection \$80.00	John Glover	08-10-22 Salad an	11020	80.00	0.00	180.00
8/23/2022	8/23/2022	Panda Express health inspection 08/15/2022	John Glover	08-15-22 Panda	11037	80.00	0.00	260.00
Total						<u>260.00</u>	<u>0.00</u>	

100 - General Account 100-610-53060

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/19/2022	8/17/2022	Smartsign				654.08	0.00	654.08
Total						<u>654.08</u>	<u>0.00</u>	

100 - General

Account 100-610-53065

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/2/2022	8/2/2022	service: 07-18-22 to 07-20-22 all ROW work related 07-20-22 New signs : Fishtrap, Pottershop, New Hope, Griffin Rd	Billy Joe Lerma	07-26-22	10993	387.00	0.00	387.00
8/2/2022	8/2/2022	service: 07-18-22 to 07-20-22 all ROW work related 07-19-2022 New signs Naylor rd	Billy Joe Lerma	07-26-22	10993	301.00	0.00	688.00
8/2/2022	8/2/2022	service: 07-18-22 to 07-20-22 all ROW work related 07-18-22 weedeat Fishtrap-Oak Grove	Billy Joe Lerma	07-26-22	10993	150.50	0.00	838.50
8/19/2022	8/17/2022	Wal Mart, Home Depot, Denton Landfill, Atwood, Tractor Supply				741.95	0.00	1,580.45
Total						<u>1,580.45</u>	<u>0.00</u>	

100 - General

Account 100-610-53110

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/8/2022	8/8/2022	Co Serv 6 accounts total \$820.58 Electric to 07-26-2022 - - Fishtrap Rd acct xxx 2767	CoServ	6 accounts	11003	36.02	0.00	36.02
8/8/2022	8/8/2022	Co Serv 6 accounts total \$820.58 Electric to 07-26-2022 - - FM 424 Wal Mart acct 2766	CoServ	6 accounts	11003	18.01	0.00	54.03
8/8/2022	8/8/2022	Co Serv 6 accounts total \$820.58 Electric to 07-26-2022 - - Hwy 380 Wal Mart acct 2765	CoServ	6 accounts	11003	18.01	0.00	72.04
8/8/2022	8/8/2022	Co Serv 6 accounts total \$820.58 Electric to 07-26-2022 - - Hwy 377 acct xxx 2769	CoServ	6 accounts	11003	12.73	0.00	84.77
8/16/2022	8/16/2022	Co Serv acct 9000272768 Naylor Rd lights \$126.07 service to 08-08-2022	CoServ	9000272768 to 08 11028		126.07	0.00	210.84
Total						<u>210.84</u>	<u>0.00</u>	

100 - General

Account 100-710-59100

Post Date	Tran Date	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/26/2022	9/6/2022	Crctn to GL-2351 s/NOT be 100-410-59100 so crctn to 100-710-59100				0.00	9,450.00	(9,450.00)
Total						<u>0.00</u>	<u>9,450.00</u>	

Meeting Date:
September 19, 2022

Agenda Item:
Discuss and consider approval of an ordinance amending the Fiscal Year 2021-2022 adopted budget.

Prepared by:
Kristi Gilbert, Town Administrator

Description:
After reconciling the FY 21 audited financials with the balances for the various accounts established in the new fund accounting software, Staff determined it was necessary to transfer funds to the General Fund to maintain a fund balance of 150 days established by Council policy. This requires an amendment to the Vehicle/Equipment Replacement Fund, the Capital Improvement Fund and the Road Improvement Fund to adjust the transfers from the General Fund. While adjusting the transfers, adjustments have been made for the timing of purchases related to the Police Department equipment and the cleanout of the Tipps Road culvert.

The amendment also includes the FY 2022 Municipal Development District budget amendment approved at the August 11, 2022 MDD meeting.

Recommended Action:
Staff recommends approval.

Attachments:
Ordinance
Proposed Amendments

TOWN OF CROSS ROADS

ORDINANCE NO. 2022-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF CROSS ROADS, TEXAS, AMENDING THE BUDGET FOR THE TOWN OF CROSS ROADS, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; PROVIDING THAT THE BUDGET TO BE KEPT IN TOWN SECRETARY'S OFFICE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council approved the Fiscal Year 2021-2022 budget at a meeting conducted on September 20, 2021 where all interested persons were given an opportunity to be heard for or against any item therein; and,

WHEREAS, the Town Council amended the Fiscal Year 2021-2022 budget at a meeting conducted on June 20, 2021 where all interested persons were given an opportunity to be heard for or against any item therein; and,

WHEREAS, as required by Texas Local Government Code 102.002, the budget officer has prepared a municipal budget to cover the proposed expenditures of the municipal government for the succeeding year; and,

WHEREAS, the Town Council finds that the passage of this Ordinance is in the best interest of the citizens of Cross Roads.

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

SECTION 1: That, all matters stated in the Recitals hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2: That the Council hereby amends the FY 21-22 budget by amending the Capital Improvement Fund, Vehicle and Equipment Replacement Fund, Road Improvement Fund and Municipal Development District Fund budgets for the fiscal year beginning October 1, 2021, and ending September 30, 2022 as shown in *Exhibit "A."*

SECTION 3. That a copy of the official adopted 2021-2022 budget documents shall be kept on file in the office of the Town Secretary

SECTION 4: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 6: That this Ordinance shall become effective from and after its date of passage.

PASSED AND APPROVED ON THIS 19TH DAY OF SEPTEMBER 2022.

ATTEST:

Mayor

Town Secretary

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A
SECONDED AMENDED FY 2021-2022 BUDGET

310 - CAPITAL IMPROVEMENTS

Account #	Account Description	Category	FY 22 Proposed 2nd Amendment
REVENUES - CAPITAL IMPROVEMENT FUND - 310			
310-40306	Interest Revenue	Investment Income	
310-40500	Developer Contributions	Contributions	
310-40910	Transfers In	Transfers	\$ 275,000.00
TOTAL REVENUES - CAPITAL IMPROVEMENT FUND			\$ 275,000.00
EXPENSES - CAPITAL IMPROVEMENT FUND - 310			
310-610-53083	Professional Services	Contractual Services	\$ -
310-610-58007	Capital Improvements	Capital Outlay	\$ -
310-110-59100	Transfers Out	Capital Outlay	-
TOTAL EXPENSES - CAPITAL IMPROVEMENT FUND			\$ -

330 - VEHICLE/EQUIPMENT REPLACEMENT

Account #	Account Description	Category	FY 22	Amendment
REVENUES - VEHICLE/EQUIPMENT REPLACEMENT FUND - 330				
330-40306	Interest Revenue	Investment Income	\$	-
330-40315	Miscellaneous Income	Miscellaneous	\$	55,000.00
330-40610	Insurance Proceeds	Other Income		
330-40910	Transfers In - COVID	Transfers	\$	185,000.00
330-40910	Transfers In - GF	Transfers	\$	100,000.00
TOTAL REVENUES - VEHICLE REPLACEMENT FUND			\$	340,000.00
EXPENSES - VEHICLE/EQUIPMENT REPLACEMENT FUND - 310				
330-110-58010	Capital Equipment	Capital Outlay	\$	135,000.00
330-110-58010	Capital - Vehicles	Capital Outlay	\$	-
330-110-59100	Transfers Out	Capital Outlay	\$	-
TOTAL EXPENSES - VEHICLE/EQUIPMENT REPLACEMENT FUND			\$	135,000.00

370 - ROAD IMPROVEMENT

Account #	Account Description	Category	FY 22 Proposed Amendment
REVENUES - ROAD IMPROVEMENT FUND - 370			
370-40306	Interest Revenue	Investment Income	\$ 1,000.00
370-40410	Intergovernmental Revenue	Intergovernmental	\$ -
370-40500	Developer Contributions	Contributions	\$ -
370-40910	Transfers In	Transfers	\$ 750,000.00
370-40910	Transfers In - .1429 of sales tax	Transfers	\$ 425,127.50
TOTAL REVENUES - ROAD IMPROVEMENT FUND			\$ 1,176,127.50
EXPENSES - ROAD IMPROVEMENT FUND - 370			
370-610-53083	Professional Services	Contractual Services	\$ 58,000.00
370-610-58007	Capital Improvements	Capital Outlay	\$ -
370-110-59100	Transfers Out	Capital Outlay	\$ -
TOTAL EXPENSES - ROAD IMPROVEMENT FUND			\$ 58,000.00

210 - MUNICIPAL DEVELOPMENT DISTRICT

Account #	Account Description	Category	FY 22 Proposed Amendment
REVENUES - MUNICIPAL DEVELOPMENT FUND - 210			
210-40100	Sales Tax Revenue	Sales Tax	\$ 450,000.00
210-40306	Interest Revenue	Investment Income	\$ 1,500.00
210-40350	Rental Income	Miscellaneous	\$ 10,000.00
210-40620	Debt Proceeds	Other Income	\$ 607,500.00
210-40910	Transfers In	Transfers	\$ -
TOTAL REVENUES - MUNICIPAL DEVELOPMENT FUND			\$ 1,069,000.00

EXPENSES - MUNICIPAL DEVELOPMENT FUND - 210			
210-110-53002	Advertising and Promotion	Contractual Services	\$ 38,000.00
210-110-53004	Software	Contractual Services	\$ 1,000.00
210-110-53007	Administrative Expenses	Contractual Services	\$ 24,363.00
210-110-53015	Dues and Subscriptions	Contractual Services	\$ 3,725.00
210-110-53022	Training and Travel	Contractual Services	\$ 4,000.00
210-110-53025	MDD Business Grant	Contractual Services	\$ 75,000.00
210-110-53100	Planning/Consulting	Contractual Services	\$ 65,000.00
210-110-53110	Utilities	Contractual Services	\$ 500.00
210-110-53805	Property Taxes	Contractual Services	\$ -
210-110-54018	Rental Property Repair	Maintenance	\$ 40,000.00
210-110-56010	Debt Principal	Debt Service	\$ 24,568.51
210-110-56020	Debt Interest	Debt Service	\$ 12,945.95
210-110-56030	Debt Issuance Costs	Contractual Services	\$ 7,500.00
210-110-58007	Capital Improvements	Capital Outlay	\$ 810,000.00
210-710-59100	Transfers Out	Capital Outlay	\$ -
TOTAL EXPENSES - MUNICIPAL DEVELOPMENT FUND			\$ 1,106,602.46

Meeting Date:

September 19, 2022

Agenda Item:

Consider approval of the sale of a 2020 Chevrolet Tahoe police vehicle outfitted for a K-9 unit to the City of Tioga.

Prepared by:

Shaun Short, Police Chief

Description:

At the August 15, 2022 meeting, Council authorized Staff to negotiate the sale of a 2020 Chevrolet Tahoe with the City of Tioga. The Tioga City Council is scheduled to discuss the purchase of the vehicle at the September 12, 2022 meeting.

Recommended Action:

Staff recommends approving the sale of the 2020 Chevrolet Tahoe police vehicle outfitted for a K-9 unit to the City of Tioga for \$50,000.

Attachments:

Bill of Sale

BILL OF SALE

THIS BILL OF SALE is executed and delivered between the Town of Cross Roads, Texas (“the seller”) and the City of Tioga, Texas (“the purchaser”)

Seller, for consideration paid by Purchaser in the amount of \$50,000, the receipt and sufficiency of which are hereby acknowledged, has bargained, sold, assigned, transferred and conveyed, and does by these presents bargain, sell, assign, transfer and convey to Purchaser, its successors and assigns, all of Seller’s right, title and interest in and to a 2020 Chevrolet Tahoe, vin number 1GNLCDEC8LR301976 (“the vehicle”).

To have and to hold the Personal Property to Purchaser, its successors and assigns, forever, WITHOUT REPRESENTATION OR EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OF THE PERSONAL PROPERTY OR THE FITNESS OF THE PERSONAL PROPERTY FOR ANY PURPOSE OR INTENDED USE OF THE PRESENCE OR ABSENCE OF APPARENT OR HIDDEN DEFECTS. THE VEHICLE IS CONVEYED ON AN “AS-IS” BASIS.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed as of the ____ day of _____, 2022, to be effective the same day.

Town of Cross Roads, Texas

By:
Name:
Title:
Date: _____, 2022

City of Tioga, Texas

By:
Name:
Title:
Date: _____, 2022

STATE OF TEXAS §
 §
COUNTY OF DENTON §

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

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

Notary Public for the State of Texas

My Commission Expires:

(Printed name of notary)

Meeting Date:
September 19, 2022

Agenda Item:
Consider authorizing the Mayor to designate individuals to review proposals for solid waste services for the purpose of making a recommendation to the Town Council.

Prepared by:
Kristi Gilbert, Town Administrator

Description:
At the August 15, 2022 meeting, Council authorized Staff to advertise for requests for proposals (RFPs) for solid waste services. Staff published the first notice in the newspaper on August 28th and the second notice on September 4th. The deadline to submit proposals is October 4, 2022 at 3:00 p.m. The Council is then scheduled to consider the proposal at the October 17, 2022 Council meeting. It is imperative that a thorough review of the proposal be conducted by any interested Council Members prior to the October 17th meeting to meet future deadlines if services are changed. Due to the timing, Staff is requesting that the Mayor identify a review committee that will evaluate the proposals and make a recommendation at the October 17th meeting.

Recommended Action:
Staff recommends authorizing the Mayor to designate the individuals responsible to review and make recommendations to the Town Council on the solid waste services proposals.

Attachments:
Schedule from RFP

**TOWN OF CROSS ROADS RFP
SOLID WASTE AND RECYCLING SERVICES**

TENTATIVE SCHEDULE OF EVENTS

August 28, 2022	Post RFP on the Town's website
August 28, 2022	First Publication of the Request for Proposal in the <i>Denton Record Chronicle</i>
September 4, 2022	Second Publication of the Request for Proposal in the <i>Denton Record Chronicle</i>
September 16, 2022, 5:00 PM, CST	Deadline for questions, clarifications, or interpretations
September 22, 2022, 5:00 PM, CST	Deadline for responses to questions, clarifications, or interpretations
October 4, 2022, 3:00 PM, CST	Proposal deadline
October 17, 2022	Town Council consideration of award of contract
November-December	Public Education, announcements, and coordination
January 1, 2023	Commencement of services

Meeting Date:
September 19, 2022

Agenda Item:
CONDUCT A PUBLIC HEARING, discuss and consider action on a request from applicant Eliud Aranda on behalf of property owner Imperial Products Supply requesting a variance from the required 15-foot rear yard setback as set forth in Section 14.03.076(d)(5) of the Code of Ordinances to allow for the continued placement of an existing structure eight (8) feet from the rear property line where a 15 foot setback is required for property located at 8801 US 380. (2022-0808-05VARIANCE)

Prepared by:
Kristi Gilbert, Town Administrator

Description:
The applicant, Eliud Aranda, is requesting a variance from the rear setback requirements established in Section 14.03.076(d)(5) of the Code of Ordinances to allow for continued placement of an existing structure eight (8) feet from the rear property line where a 15-foot setback is required. The applicant has included a site plan indicating the location of the current structure. As part of the development of this property for outdoor sales, the applicant will be required to submit a preliminary and final plat. At the time of submittal, the applicant must demonstrate it is in compliance with the Town's regulations. Currently, the primary building is located within the rear building setback. Information from the Denton Central Appraisal District website indicates the building was constructed in 1995. At that time, building permits were not being issued. Additionally, the zoning regulations did not specify any regulations for commercial property and did not specify setback for Agricultural zoned property.

Recommended Action:
When judging whether to approve a variance the key elements include the fact that it was not self-created, that it is unique to the property, that a strict enforcement of the ordinance would result in undue hardship, and it is not contrary to the public interest. Members should use this as a guide in determining whether granting the variance is appropriate.

In order for a variance to be approved, it must pass by a supermajority vote (4 out of 5 Council Members).

Attachments:
Variance Application



Universal Variance Application

Date of Application: 04-04-2022 Property Address: 8801 US HWY 380

Duration of Request: TEMPORARY (Dates: _____) PERMANENT

Land Owner: Imperial Products Supply Phone No: 817-615-4977

Email: officefw@imperialprosupply.com Mailing Address: 5821 Old Hemphill Rd Fort Worth TX 76134

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

Applicant's Name: Eliud Aranda Phone No: 469-855-5568

Applicant's Email: arandaconsultants@gmail.com Applicant's Address: 2946 S Sunbeck Cir Farmers Branch TX 75234

Description and reason for request: Variance requested for side setbacks.

Signature of Owner:  Date: Apr 4, 2022

Signature of Applicant:  Date: 04-04-2022

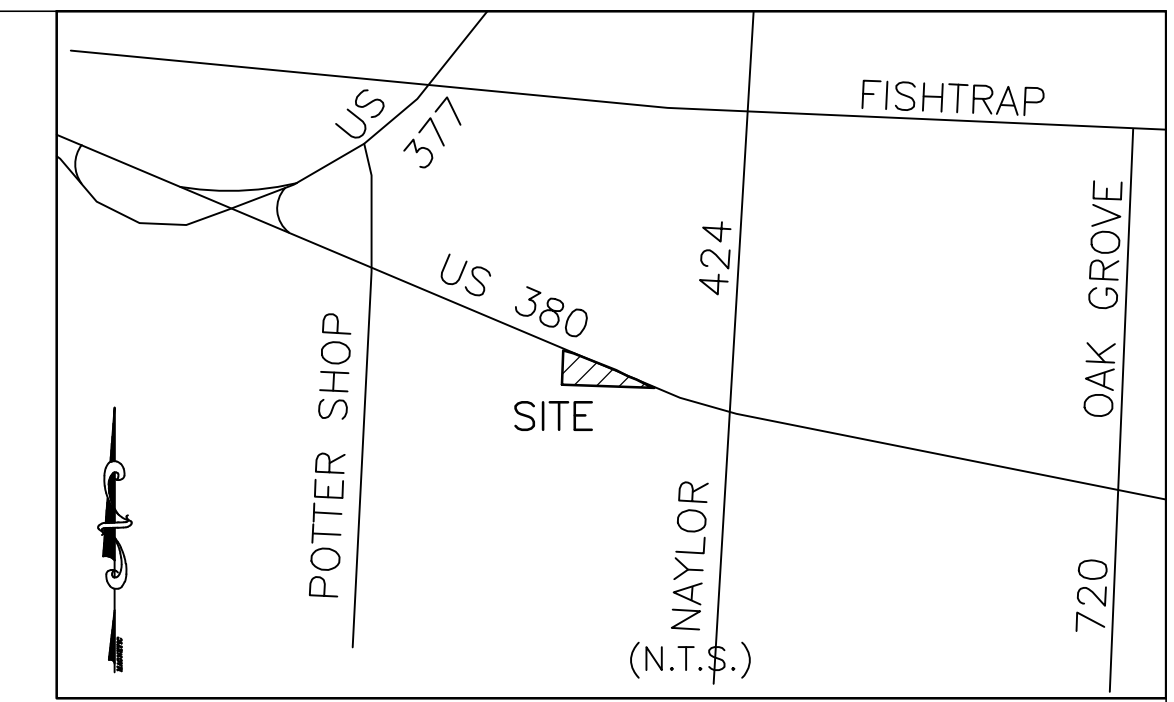
The following must be submitted before processing and scheduling for Board of Adjustment.

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

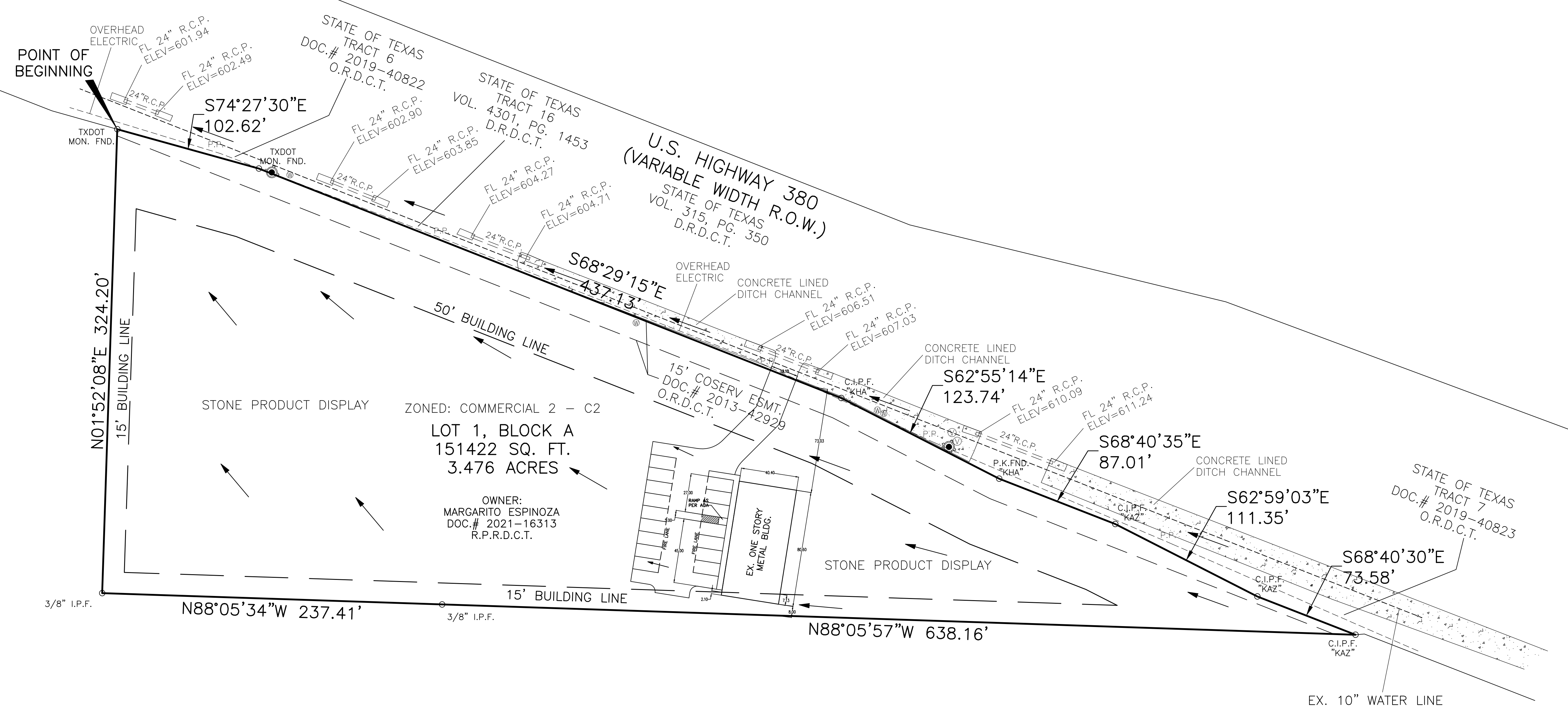
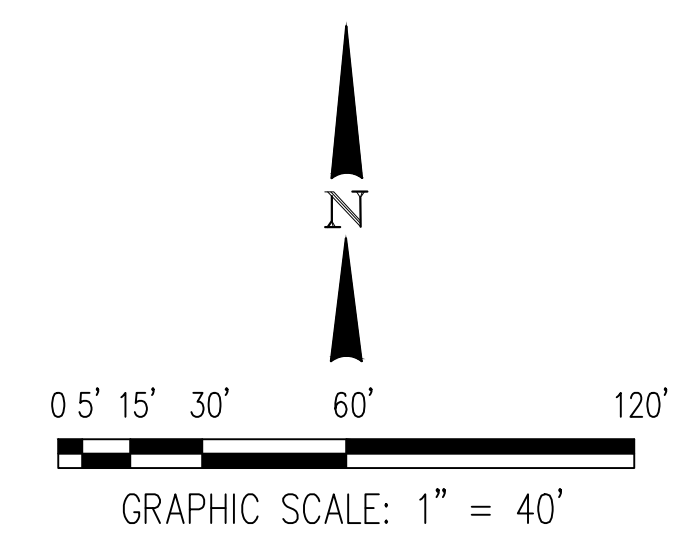
For Office Use Only		
Section of Code	_____	
Description of Variance Sought	_____	

Completed Application (Date)	Check #	Receipt #
Approval Date	Signature	

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



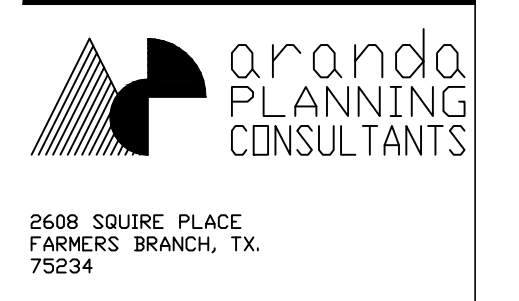
LOCATION MAP



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

VARIANCE REQUEST:
THE SITE CONTAINS AN EXISTING ONE-STORY BUILDING THAT ENCLOSES THE SIDE SET BACK 2.10 FEET ON ONE END AND 7.13 FEET ON THE OTHER END.
THE TOTAL AREA ENCROACHING IS APPROXIMATELY 186 SQUARE FEET. THE EXISTING BUILDING AREA IS APPROXIMATELY 3256 SQUARE FEET WHICH AMOUNTS TO APPROXIMATELY 5.17 % INTO THE SIDE SETBACK.

**SITE PLAN
8801 E US HWY. 380**



(972) 754-1745
ranon@aranda.com

Meeting Date:

September 19, 2022

Agenda Item:

CONDUCT A PUBLIC HEARING, discuss, and consider an application by property owner West Crossroads to amend the future land use map from C-2 Commercial to C-1 Commercial for Lot 2-R of the Amy's Place Addition, generally located at 3201 US 380 to allow for the continued operation of medical and professional offices. (2022-0808-01FLUP)

Prepared by:

Rodney Patterson, Building Official

Description:

On August 8, 2022, applicant Melissa Straubmueller submitted applications for both a future land use map amendment and a zoning map amendment. These applications are not generally considered concurrently, however, due to action taken by the Town in 2017, Staff felt it appropriate to consider the requests at the same time. On June 19, 2017, an amendment to the zoning regulations was approved which removed "Any use in C-1 (office)" from allowed uses in the C-2 Commercial District. This action put the building and property at 3201 US 380 into a legal, non-conforming status. Portions of the building have not been in continuous use since the ordinance was amended. The property owner has been actively trying to market vacant tenant space and the building and has run into issues clarifying what uses would be allowed. By amending the future land use map and the zoning map, uses that the building was designed for would be allowed by right once again. This includes clinics and professional offices. Public hearing notices were mailed out to property owners within two hundred (200) feet of the property. The Town did not receive any comments in response to the request.

Attached is a review letter from Staff drafted August 22, 2022.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission met on September 7, 2022 and unanimously recommended approval of the request to amend the future land use map from C-2 Commercial to C-1 Commercial.

Recommended Action:

Staff recommends approval of the request to amend the future land use map from C-2 Commercial to C-1 Commercial.

Attachments:

Staff Review – 8/22/22

Application

Ordinance

Survey

Staff Review Comments

Project: West Crossroads – Request for a zoning change from C-2 Commercial 2 to C-1 Commercial 1 (2022-0808-01FLUP)

Location: 3201 US 380 (Parcel ID 660586)

Date of Review: August 22, 2022

Reviewer: Kristi Gilbert, Town Administrator

Recommendation: Staff recommends the Planning and Zoning Commission and Town Council approve the request for a zoning change from C-2 Commercial 2 to C-1 Commercial 1.

Deadline to Submit Revisions or comments: August 27, 2022 by 2:00 p.m.

Comments:

The Town is in receipt of an application assigned Permit No 2022-0808-01FLUP by applicant Melissa Straubmueller on behalf of owner West Crossroads LTD to request a zoning change from C-2 Commercial 2 to C-1 Commercial 1 for a 3.437-acre tract of land described above. The Town is also in receipt of a companion application for an amendment to the Future Land Use Map from C-2 Commercial 2 to C-1 Commercial 1 for a 3.437-acre tract of land described above. **The comments included in this review are subject to the approval of the Future Land Use Map amendment.**

The property is surrounded by the following current zoning designations:

North:	C-2 and C-2/C-1 – Commercial and US 380
East:	C-2 Commercial 2
South:	C-2 Commercial 2
West:	C-2 Commercial 2 and C-1 Commercial 1

The surrounding property has the following designations on the Future Land Use Map:

Subject Property:	C-2 Commercial 2
North:	C-2 and C-2/C-1 – Commercial and US 380
East:	C-2 Commercial 2
South:	C-2 Commercial 2
West:	C-2 Commercial 2 and C-1 Commercial 1

In a review of previous ordinance amendments, it appears that the uses for the C-2 Commercial district were amended on June 19, 2017, to remove “Any use in C-1 (office)” from allowed uses in the C-2 Commercial District. This action put the building and property at 3201 US 380 into a legal, non-conforming status. Portions of the building have not been in continuous use since the ordinance was amended. *See reference to Section 14.03.007 of the Town’s Code of Ordinance’s below.* The building design is such that its primary intended purpose is for medical offices. The allowed uses in the C-2 Commercial District make it challenging to lease space to uses that fit the

structures design and are consistent with the C-2 Commercial District uses.

Staff recommends the Planning and Zoning Commission and Town Council approve the request for a zoning change from C-2 Commercial 2 to C-1 Commercial 1.

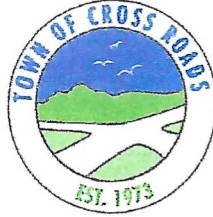
“Sec. 14.03.007 Non-conforming uses and structures

- (a) A non-conforming status shall exist under the following provisions of this article:
 - (1) When a use or structure which does not conform to the regulations prescribed in the district in which such use or structure is located was in existence or authorized and/or lawfully operating prior to the adoption of this article and has been operating since without discontinuance.
 - (2) When a use or structure which does not conform to the regulations prescribed in the district in which such use or structure is located was in existence at the time of annexation to the town, and has since been in regular and continuous use.

- (b) Any non-conforming use of land or structure may be continued for definite periods of time, subject to such regulations as the board of adjustment may require for immediate preservation of the adjoining property prior to the ultimate removal of the non-conforming use.

- (c) Destruction, extension of non-conforming use or structure.
 - (1) A non-conforming use or structure shall not be extended or rebuilt in case of obsolescence or total destruction. Any non-conforming building or structure which is partially damaged or destroyed to the extent that the cost of repair or replacement will equal or exceed sixty percent (60%) of the fair market value of the structure, exclusive of foundations, utility connections, furniture and equipment, shall not thereafter be restored, reconstructed, used or occupied, unless thereafter in conformance with this code and the ordinance of the town. If the cost of repair or restoration is less than sixty percent (60%) of the fair market value of the building or structure, the restoration or repair shall commence within six (6) months from the date of the partial destruction. Failure to so commence the repair or restoration shall be conclusive as to the owner's abandonment of an intent to abandon the nonconforming structure. Any and all repairs or reconstruction authorized hereunder shall be in accordance with all existing codes applicable at that time and not at the time of original construction.
 - (2) A non-conforming building or structure shall not be extended or enlarged but may be repaired or maintained; provided, however, that the cost of such repair or maintenance shall not exceed fifty percent (50%) of the fair market value of the structure, exclusive of foundations, utility connections, furniture and equipment.”

TOWN OF CROSS ROADS
DEVELOPMENT APPLICATION



DATE: 7/20/22

APPLICATION #: _____

PROJECT: _____

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

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

DEVELOPMENT APPLICATION

Zone Change Technical Site Plan Grading Miscellaneous

Land Owner Name West Crossroads LTD Signature _____

Owner Mailing Address 531 N Locust St, Denton, TX 76201

Owner Contact Phone 512.656.4201 Email melsstraub@gmail.com

Applicant Name Melissa Straubmiller Signature Mel Straubmiller

Project Contact Mailing Address 531 N. Locust St, Denton, TX 76201

Project Contact Phone 512.656.4201 Email melsstraub@gmail.com

Proposed Project Name _____ Location 3201 Hwy 380E

Abstract, Lot, Block Lot 2-R Amys Place DCAD ID 660586

Current Zoning C2 Requested Zoning C1

Number of Lots 1 Acres 3.4370 acres

REQUIRED SUBMISSION DOCUMENTS

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

ADDITIONAL INFORMATION

**TOWN OF CROSS ROADS
ORDINANCE NO. 2022-___**

AN ORDINANCE OF THE TOWN OF CROSS ROADS, TEXAS, AMENDING THE FUTURE LAND USE MAP OF THE TOWN OF CROSS ROADS, TEXAS, AS HERETOFORE, AMENDED, BY GRANTING A CHANGE IN DESIGNATION FROM COMMERCIAL 2 – C2 TO COMMERCIAL 1 – C1 FOR APPROXIMATELY 3.437 +/- ACRES OF LAND SITUATED AT 3201 US 380, CROSS ROADS, DENTON COUNTY, TEXAS DESCRIBED AS LOT 2-R OF THE AMY’S PLACE ADDITION, TOWN OF CROSS ROADS, DENTON COUNTY, TEXAS, AND BEING DEPICTED IN EXHIBIT “A”; PROVIDING DEVELOPMENT STANDARDS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, the Planning and Zoning Commission of the Town of Cross Roads and the governing body of the Town of Cross Roads, in compliance with state laws with reference to amending the Future Land Use Map, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the governing body of the Town of Cross Roads is of the opinion that said land use map designation should be amended as provided herein,

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

SECTION 1. That the Future Land Use Map of the Town of Cross Roads, Texas, heretofore duly passed by the governing body of the Town of Cross Roads, as heretofore amended, be and the same are hereby amended by granting a change in designation from Commercial 2 - C2 to Commercial 1 - C1 for approximately 3.437 +/- acres of land situated 3201 US 380, Cross Roads, Denton County, Texas, being described as Lot 2-R of the Amy’s Place Addition, in the Town of Cross Roads, Denton County, Texas, and being described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and incorporated herein (hereinafter the “Property”).

SECTION 2. That all provisions of the ordinances of the Town of Cross Roads in conflict with the provisions of this ordinance as applicable to the Property be and the same are hereby repealed and all other provisions of the ordinances of the Town of Cross Roads not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid the same shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 5. That any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the Town of Cross Roads, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand (\$2,000.00) Dollars for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 6. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

PASSED AND APPROVED this **19th** day of **September, 2022**.

APPROVED:

MAYOR

ATTEST:

TOWN SECRETARY

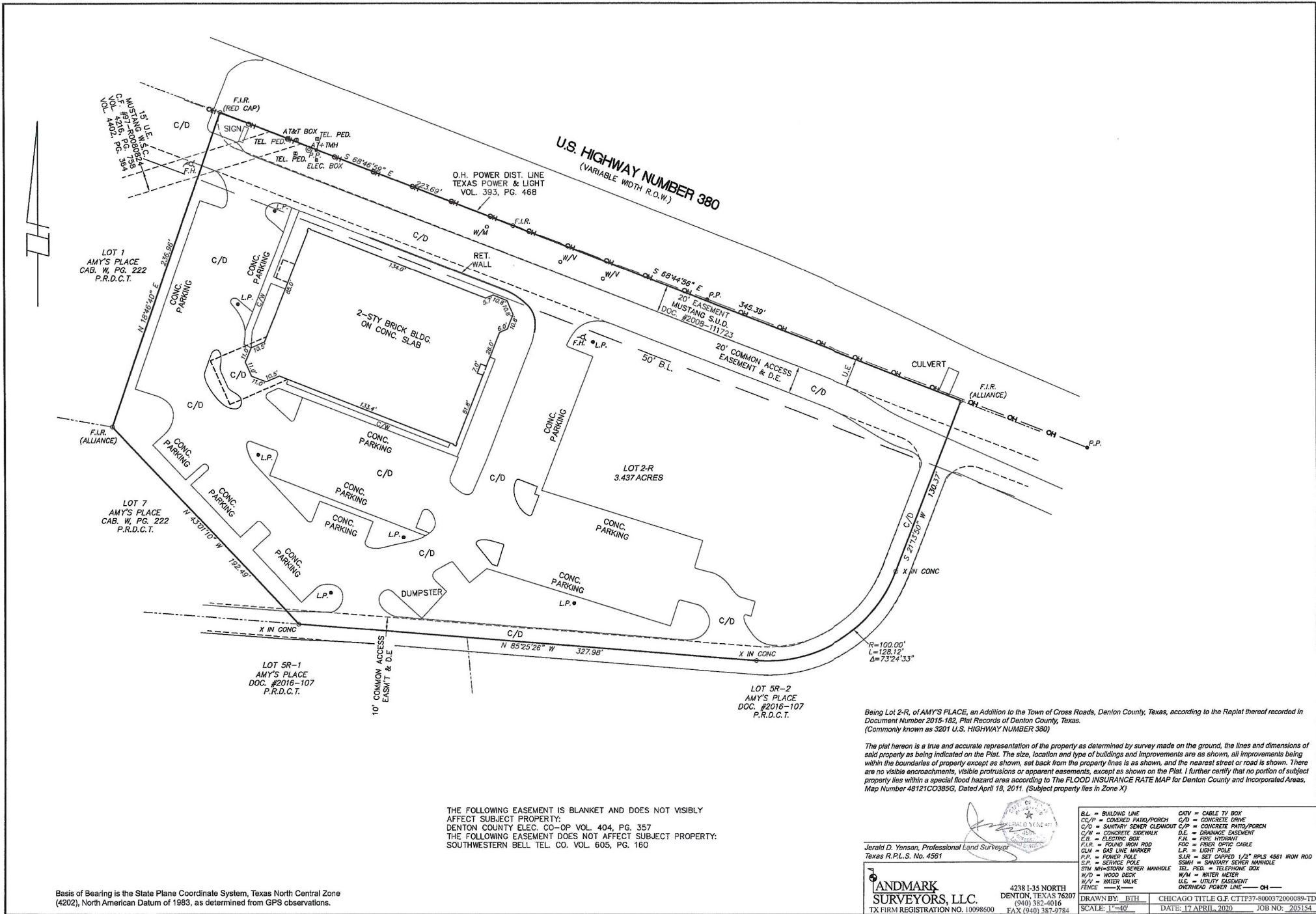
APPROVED AS TO FORM:

TOWN ATTORNEY

**EXHIBIT A
LEGAL DESCRIPTION**

Lot 2-R Amy's Place Addition, Denton County, Texas

**EXHIBIT B
PROPERTY DEPICTION**



Being Lot 2-R, of AMY'S PLACE, an Addition to the Town of Cross Roads, Denton County, Texas, according to the Replat thereof recorded in Document Number 2015-182, Plat Records of Denton County, Texas.
(Commonly known as 3201 U.S. HIGHWAY NUMBER 380)

The plat hereon is a true and accurate representation of the property as determined by survey made on the ground, the lines and dimensions of said property as being indicated on the Plat. The size, location and type of buildings and improvements are as shown, all improvements being within the boundaries of property except as shown, set back from the property lines as is shown, and the nearest street or road is shown. There are no visible encroachments, visible protrusions or apparent easements, except as shown on the Plat. I further certify that no portion of subject property lies within a special flood hazard area according to The FLOOD INSURANCE RATE MAP for Denton County and Incorporated Areas, Map Number 48121C0385G, Dated April 18, 2011. (Subject property lies in Zone X)

Jerald D. Yensan, Professional Land Surveyor
Texas R.P.L.S. No. 4561

LANDMARK SURVEYORS, LLC.
4238 I-35 NORTH
DENTON, TEXAS 76207
(940) 382-6016
TX FIRM REGISTRATION NO. 10098600 FAX (940) 387-9784

DRAWN BY: BTH
SCALE: 1"=40'
DATE: 17 APRIL 2020
JOB NO: 205154

CHICAGO TITLE G.F. CTP37-8000372000089-TD

Basis of Bearing is the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983, as determined from GPS observations.

Meeting Date:
September 19, 2022

Agenda Item:
CONDUCT A PUBLIC HEARING, discuss, and consider an application by property owner West Crossroads to amend the zoning map from C-2 Commercial to C-1 Commercial for Lot 2-R of the Amy's Place Addition, generally located at 3201 US 380 to allow for the continued operation of medical and professional offices. (2022-0808-02ZC)

Prepared by:
Rodney Patterson, Building Official

Description:
This is a companion item to the application for an amendment to the future land use map.

On August 8, 2022, applicant Melissa Straubmueller submitted applications for both a future land use map amendment and a zoning map amendment. These applications are not generally considered concurrently, however, due to action taken by the Town in 2017, Staff felt it appropriate to consider the requests at the same time. On June 19, 2017, an amendment to the zoning regulations was approved which removed "Any use in C-1 (office)" from allowed uses in the C-2 Commercial District. This action put the building and property at 3201 US 380 into a legal, non-conforming status. Portions of the building have not been in continuous use since the ordinance was amended. The property owner has been actively trying to market vacant tenant space and the building and has run into issues clarifying what uses would be allowed. By amending the future land use map and the zoning map, uses that the building was designed for would be allowed by right once again. This includes clinics and professional offices. Public hearing notices were mailed out to property owners within two hundred (200) feet of the property. The Town did not receive any comments in response to the request.

Attached is a review letter from Staff drafted August 22, 2022.

Planning and Zoning Commission Recommendation:
The Planning and Zoning Commission met on September 7, 2022 and unanimously recommended approval of the request to amend the zoning map from C-2 Commercial to C-1 Commercial.

Recommended Action:
Staff recommends approval of the request to amend the zoning map from C-2 Commercial to C-1 Commercial.

Attachments:
Staff Review – 8/22/22
Application
Ordinance
Survey

Staff Review Comments

Project: West Crossroads – Request for a zoning change from C-2 Commercial 2 to C-1 Commercial 1 (2022-0808-02ZC)

Location: 3201 US 380 (Parcel ID 660586)

Date of Review: August 22, 2022

Reviewer: Kristi Gilbert, Town Administrator

Recommendation: Staff recommends the Planning and Zoning Commission and Town Council approve the request for a zoning change from C-2 Commercial 2 to C-1 Commercial 1.

Deadline to Submit Revisions or comments: August 27, 2022 by 2:00 p.m.

Comments:

The Town is in receipt of an application assigned Permit No 2022-0808-02ZC by applicant Melissa Straubmueller on behalf of owner West Crossroads LTD to request a zoning change from C-2 Commercial 2 to C-1 Commercial 1 for a 3.437-acre tract of land described above. The Town is also in receipt of a companion application for an amendment to the Future Land Use Map from C-2 Commercial 2 to C-1 Commercial 1 for a 3.437-acre tract of land described above. **The comments included in this review are subject to the approval of the Future Land Use Map amendment.**

The property is surrounded by the following current zoning designations:

North:	C-2 and C-2/C-1 – Commercial and US 380
East:	C-2 Commercial 2
South:	C-2 Commercial 2
West:	C-2 Commercial 2 and C-1 Commercial 1

The surrounding property has the following designations on the Future Land Use Map:

Subject Property:	C-2 Commercial 2
North:	C-2 and C-2/C-1 – Commercial and US 380
East:	C-2 Commercial 2
South:	C-2 Commercial 2
West:	C-2 Commercial 2 and C-1 Commercial 1

In a review of previous ordinance amendments, it appears that the uses for the C-2 Commercial district were amended on June 19, 2017, to remove “Any use in C-1 (office)” from allowed uses in the C-2 Commercial District. This action put the building and property at 3201 US 380 into a legal, non-conforming status. Portions of the building have not been in continuous use since the ordinance was amended. *See reference to Section 14.03.007 of the Town’s Code of Ordinance’s below.* The building design is such that its primary intended purpose is for medical offices. The allowed uses in the C-2 Commercial District make it challenging to lease space to uses that fit the

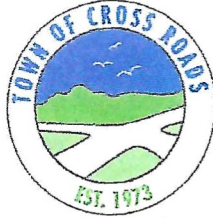
structures design and are consistent with the C-2 Commercial District uses.

Staff recommends the Planning and Zoning Commission and Town Council approve the request for a zoning change from C-2 Commercial 2 to C-1 Commercial 1.

“Sec. 14.03.007 Non-conforming uses and structures

- (a) A non-conforming status shall exist under the following provisions of this article:
- (1) When a use or structure which does not conform to the regulations prescribed in the district in which such use or structure is located was in existence or authorized and/or lawfully operating prior to the adoption of this article and has been operating since without discontinuance.
 - (2) When a use or structure which does not conform to the regulations prescribed in the district in which such use or structure is located was in existence at the time of annexation to the town, and has since been in regular and continuous use.
- (b) Any non-conforming use of land or structure may be continued for definite periods of time, subject to such regulations as the board of adjustment may require for immediate preservation of the adjoining property prior to the ultimate removal of the non-conforming use.
- (c) Destruction, extension of non-conforming use or structure.
- (1) A non-conforming use or structure shall not be extended or rebuilt in case of obsolescence or total destruction. Any non-conforming building or structure which is partially damaged or destroyed to the extent that the cost of repair or replacement will equal or exceed sixty percent (60%) of the fair market value of the structure, exclusive of foundations, utility connections, furniture and equipment, shall not thereafter be restored, reconstructed, used or occupied, unless thereafter in conformance with this code and the ordinance of the town. If the cost of repair or restoration is less than sixty percent (60%) of the fair market value of the building or structure, the restoration or repair shall commence within six (6) months from the date of the partial destruction. Failure to so commence the repair or restoration shall be conclusive as to the owner's abandonment of an intent to abandon the nonconforming structure. Any and all repairs or reconstruction authorized hereunder shall be in accordance with all existing codes applicable at that time and not at the time of original construction.
 - (2) A non-conforming building or structure shall not be extended or enlarged but may be repaired or maintained; provided, however, that the cost of such repair or maintenance shall not exceed fifty percent (50%) of the fair market value of the structure, exclusive of foundations, utility connections, furniture and equipment.”

TOWN OF CROSS ROADS
DEVELOPMENT APPLICATION



DATE: 7/20/22

APPLICATION #: _____

PROJECT: _____

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

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

DEVELOPMENT APPLICATION

Zone Change Technical Site Plan Grading Miscellaneous

Land Owner Name West Crossroads LTD Signature _____

Owner Mailing Address 531 N Locust St, Denton, TX 76201

Owner Contact Phone 512.656.4201 Email melsstraub@gmail.com

Applicant Name Melissa Straubmeller Signature Mel Straubmeller

Project Contact Mailing Address 531 N. Locust St, Denton, TX 76201

Project Contact Phone 512.656.4201 Email melsstraub@gmail.com

Proposed Project Name _____ Location 3201 Hwy 380E

Abstract, Lot, Block Lot 2-R Amys Place DCAD ID 660586

Current Zoning C2 Requested Zoning C1

Number of Lots 1 Acres 3.4370 acres

REQUIRED SUBMISSION DOCUMENTS

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

ADDITIONAL INFORMATION

**TOWN OF CROSS ROADS
ORDINANCE NO. 2022-___**

AN ORDINANCE OF THE TOWN OF CROSS ROADS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE TOWN OF CROSS ROADS, TEXAS, AS HERETOFORE, AMENDED, BY GRANTING A CHANGE IN ZONING FROM COMMERCIAL 2 – C2 TO COMMERCIAL 1 – C1 FOR APPROXIMATELY 3.437 +/- ACRES OF LAND SITUATED AT 3201 US 380, CROSS ROADS, DENTON COUNTY, TEXAS DESCRIBED AS LOT 2-R OF THE AMY’S PLACE ADDITION, TOWN OF CROSS ROADS, DENTON COUNTY, TEXAS, AND BEING DEPICTED IN EXHIBIT “A”; PROVIDING DEVELOPMENT STANDARDS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, the Planning and Zoning Commission of the Town of Cross Roads and the governing body of the Town of Cross Roads, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the governing body of the Town of Cross Roads is of the opinion that said zoning ordinance should be amended as provided herein,

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the Town of Cross Roads, Texas, heretofore duly passed by the governing body of the Town of Cross Roads, as heretofore amended, be and the same are hereby amended by granting a change in zoning from Commercial 2 - C2 to Commercial 1 - C1 for approximately 3.437 +/- acres of land situated 3201 US 380, Cross Roads, Denton County, Texas, being described as Lot 2-R of the Amy’s Place Addition, in the Town of Cross Roads, Denton County, Texas, and being described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and incorporated herein (hereinafter the “Property”).

SECTION 2. That the above described Property shall be used only in the manner and for the purposes provided herein and by the ordinances of the Town of Cross Roads, Texas, as heretofore amended, and as amended herein.

SECTION 3. That all provisions of the ordinances of the Town of Cross Roads in conflict with the provisions of this ordinance as applicable to the Property be and the same are hereby repealed and all other provisions of the ordinances of the Town of Cross Roads not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid the same shall not affect the validity of this ordinance as a whole or any part or provision hereof other than

the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6. That any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the Town of Cross Roads, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand (\$2,000.00) Dollars for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

PASSED AND APPROVED this **19th** day of **September, 2022**.

APPROVED:

MAYOR

ATTEST:

TOWN SECRETARY

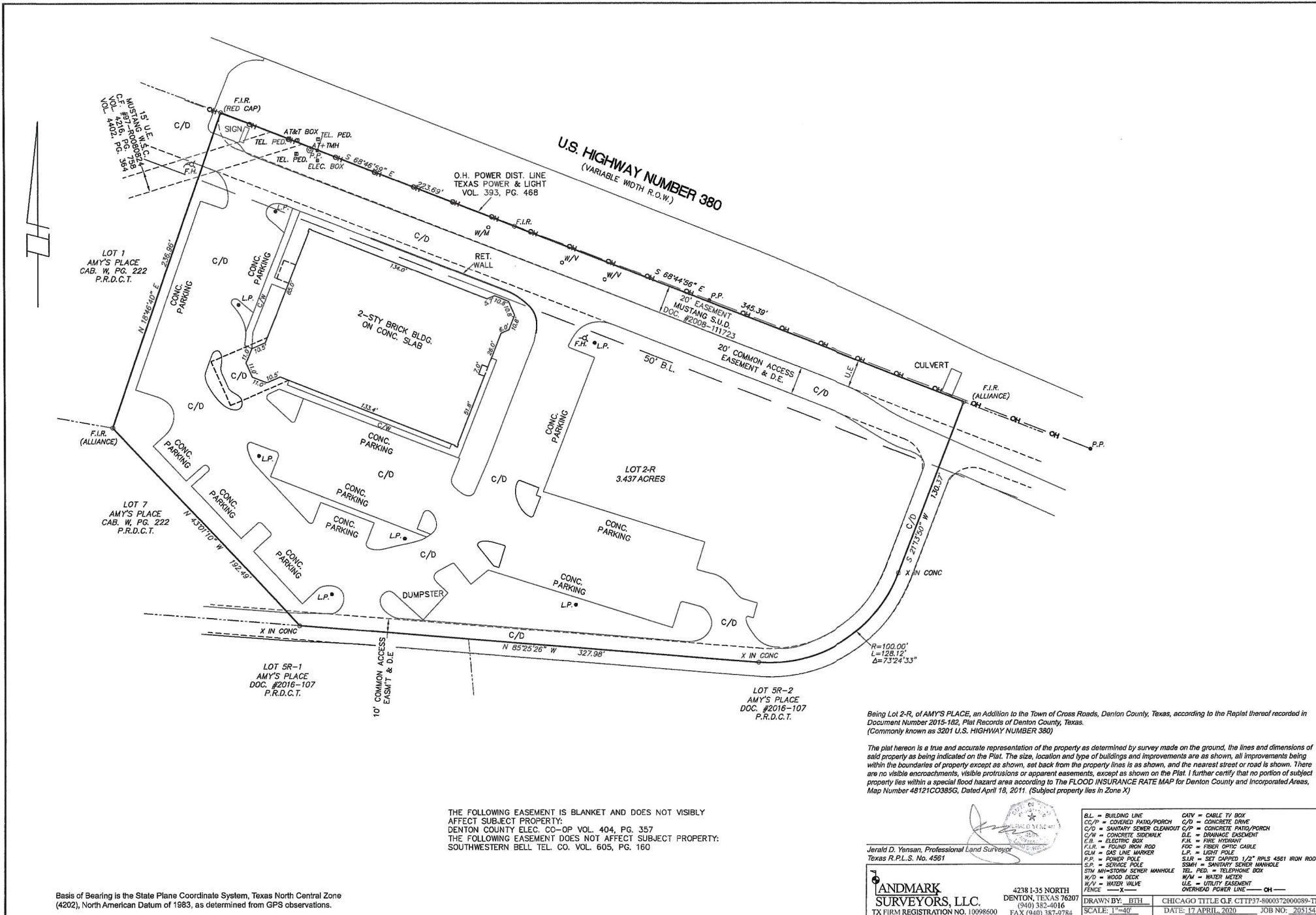
APPROVED AS TO FORM:

TOWN ATTORNEY

**EXHIBIT A
LEGAL DESCRIPTION**

Lot 2-R Amy's Place Addition, Denton County, Texas

EXHIBIT B
PROPERTY DEPICTION



Being Lot 2-R, of AMY'S PLACE, an Addition to the Town of Cross Roads, Denton County, Texas, according to the Replat thereof recorded in Document Number 2015-182, Plat Records of Denton County, Texas.
(Commonly known as 3201 U.S. HIGHWAY NUMBER 380)

The plat hereon is a true and accurate representation of the property as determined by survey made on the ground, the lines and dimensions of said property as being indicated on the Plat. The size, location and type of buildings and improvements are as shown, all improvements being within the boundaries of property except as shown, set back from the property lines as is shown, and the nearest street or road is shown. There are no visible encroachments, visible protrusions or apparent easements, except as shown on the Plat. I further certify that no portion of subject property lies within a special flood hazard area according to The FLOOD INSURANCE RATE MAP for Denton County and Incorporated Areas, Map Number 48121C0385G, Dated April 18, 2011. (Subject property lies in Zone X)

Jerald D. Yensan, Professional Land Surveyor
Texas R.P.L.S. No. 4561

LANDMARK SURVEYORS, LLC.
4238 I-35 NORTH
DENTON, TEXAS 76207
(940) 382-4016
TX FIRM REGISTRATION NO. 10098600 FAX (940) 387-9784

DRAWN BY: BTH
SCALE: 1"=40'

CHICAGO TITLE G.F. CTP37-8000372000089-TD
DATE: 17 APRIL 2020
JOB NO: 205154

Basis of Bearing is the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983, as determined from GPS observations.

Meeting Date:
September 19, 2022

Agenda Item:
CONDUCT A PUBLIC HEARING, discuss, and consider an application by Barry Leming with Speed of Light on behalf of property owner Blanche Dillon to request a special use permit for Tract 63 of the R.J. Moseley Abstract A0803A, generally located at 2201 Moseley Road to allow for the installation of a communication tower approximately 190 feet tall. (2022-0808-03SUP)

Prepared by:
Kristi Gilbert, Town Administrator

Description:
On August 8, 2022, applicant Barry Leming, representing Speed of Light, submitted an application for a special use permit on behalf of property owner Blanche Dillon, to allow for the installation of a communication tower approximately 190 feet tall. Staff emailed the applicant during the review period to advise the submitted drawings were not clear enough to perform an adequate review of the application. Attached are the Staff comments dated August 22, 2022. During the Planning and Zoning meeting, the applicant indicated that obtaining engineered plans for the tower would cost additional money and explained that Speed of Light would like to obtain approval prior to incurring any additional expenses.

Notices were mailed out to property owners within two hundred (200) feet of the property. The Town received one written objection from an adjacent property owner.

Planning and Zoning Commission Recommendation:
The Planning and Zoning Commission met on September 7, 2022 and unanimously recommended approval of the special use permit for a repurposed 190' monotower and associated utility building contingent upon the following:

1. Applicant provides engineer stamped drawings and foundation plans
2. Town Council approval of setbacks
3. A minimum 6-foot fence enclosure around the utility building and tower.

Recommended Action:
Staff recommends conditional approval based on the Planning and Zoning Commission's motion.

Attachments:
Staff Review – 8/22/22
Staff Emails – 8/17/22 & 8/26/22
Application and plans
Opposition Letter
Ordinance

Staff Review Comments

Project: Speed of Light – Request for SUP
Location: 2201 Moseley Rd (Parcel ID 38301)
Date of Review: August 22, 2022
Reviewer: Kristi Gilbert, Town Administrator
Recommendation: Staff needs additional information to complete a review.

Deadline to Submit Revisions or comments: August 26, 2022 by 2:00 p.m.

Comments:

The Town is in receipt of an application assigned Permit No 2022-0808-03SUP by applicant Barry Leming on behalf of Speed of Light and land owner Blanche Dillon to request a Specific Use Permit (SUP) to allow for the installation of a communication tower within a forty foot (40') square area at the northwest corner of 2201 Moseley Road submitted on August 8, 2022. The submission includes plan documents that are not completely legible with regard to dimensions, although the title block labels the project as "190.00 Monopole."

The property is currently zoned A-Agricultural and is surrounded by the following zoning designations:

North:	A-Agricultural
East:	A-Agricultural
South:	A-Agricultural
West:	A-Agricultural

The property is master planned as SF-Residential and is surrounded by the following land use plan designations:

North:	SF-Residential
East:	SF-Residential
South:	SF-Residential
West:	SF-Residential

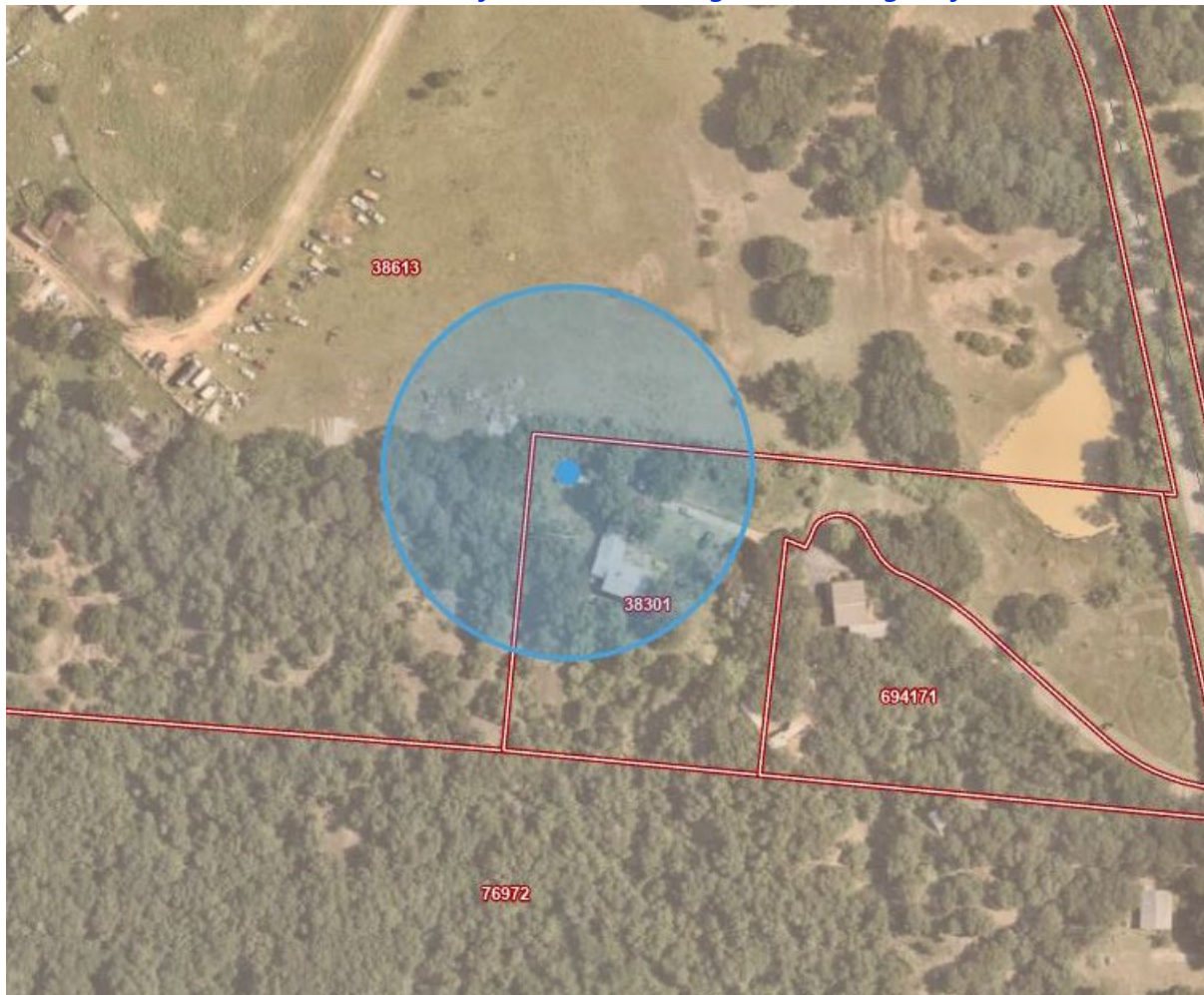
Section 14.03.116 of the Town's Comprehensive Zoning Regulations provides that the Town Council, after recommendation by the Planning and Zoning Commission can consider conditions related to the operations, site development, parking, signage, and time limits as may be deemed necessary in order that such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

The concept plan submitted appears to provide for a standalone tower with no guy wires 190 feet tall. It is not uncommon for municipalities to establish a setback equal to the height of the tower from all property lines and existing structures in an area determined to be the fall zone. The proposed location is within \pm 20 feet of the north and west property lines. Additionally, it is

approximately sixty feet (60') from the house located on the property and almost three quarters of the fall zone is on an adjacent property. It should be noted that Staff's comments do not include a technical review of the site plan and are limited to a conceptual plan for the SUP.

Staff is requesting additional information to include engineer stamped plans that are legible and a determination as to other possible locations on the property that may be feasible for the installation.

Blue area indicates fall zone assuming a tower height of 190'.



Kristi Gilbert

From: Kristi Gilbert
Sent: Wednesday, August 17, 2022 11:05 AM
To: Donna Butler; Barry Leming
Cc: Rodney Patterson; T. Lynn Tompkins Jr.; John Hall
Subject: RE: 2201 Moseley Road - Cross Roads Tower application

Good Morning Barry,

The Town is excited for Speed of Light to come to Town and we want to be able to process your application within the established review period. However, we cannot perform a review of your plans and make a recommendation until we have a clear, legible set of plans for our engineer to review. The application deadline of August 8th is set for complete applications. This is to allow sufficient time for Staff, including the Town Engineer, to have two weeks for review and then for you, as the applicant, to have five days to respond to any comments or questions we may have. If we were to receive the plans today, we would only have three full business days to review.

If you want the project to remain on track, it is imperative that we receive the plans no later than 2:00 p.m. today. Recognize that this will not guarantee time for you to respond to any staff comments prior to the September 7th P&Z meeting.

Thanks,

Kristi Gilbert
Town Administrator
Town of Cross Roads
k.gilbert@crossroadstx.gov
Ofc: 940.365.9693
Cell: 940.218.4241

Note our new physical and mailing address:

Town of Cross Roads
3201 US Hwy 380, Ste 105
Cross Roads, TX 76227

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

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

From: Donna Butler <d.butler@crossroadstx.gov>
Sent: Wednesday, August 17, 2022 8:38 AM
To: Barry Leming <barry@solbroadband.com>
Cc: Rodney Patterson <r.patterson@crossroadstx.gov>; T. Lynn Tompkins Jr. <l.tompkins@crossroadstx.gov>; John Hall

<jwhall@solbroadband.com>; Kristi Gilbert <k.gilbert@crossroadstx.gov>

Subject: RE: 2201 Moseley Road - Cross Roads Tower application

Barry, thank you for looking into the request. Remember I do not need prints at this time, what we are looking for is a clear, legible **electronic** copy. The designer or someone will have an original copy in PDF form that may be emailed.

Donna Butler
Town Secretary
Town of Cross Roads
d.butler@crossroadstx.gov
940-365-9693

[Town of Cross Roads is on Facebook!](#)

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From: Barry Leming <barry@solbroadband.com>

Sent: Tuesday, August 16, 2022 3:42 PM

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

Cc: Rodney Patterson <r.patterson@crossroadstx.gov>; T. Lynn Tompkins Jr. <l.tompkins@crossroadstx.gov>; John Hall <jwhall@solbroadband.com>

Subject: Re: 2201 Moseley Road - Cross Roads Tower application

[EXTERNAL]

Donna

I am working on getting new prints for this tower from saber. This is a repurposed tower and the print I submitted were what came with the tower.

As for the site drawing with setbacks I will work on getting a more detailed drawing for you

Barry Leming
Speed of light broadband
Barry@solbroadband.com
Work cell 940-368-7636

On Aug 12, 2022, at 4:01 PM, Donna Butler <d.butler@crossroadstx.gov> wrote:

Barry, we need an electronic copy of the original PDF plans for the cell tower, rather than the scanned copies. Additionally, we need a site plan with setbacks, site equipment details and fencing details.

Thank you,

Donna Butler
Town Secretary
Town of Cross Roads
d.butler@crossroadstx.gov
940-365-9693

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Kristi Gilbert

From: Kristi Gilbert
Sent: Friday, August 26, 2022 4:22 PM
To: barry@solbroadband.com; Donna Butler
Cc: Rodney Patterson; T. Lynn Tompkins Jr.; John Hall
Subject: RE: 2201 Moseley Road - Cross Roads Tower application

Barry,

The Town wants to be supportive of this request, however, we really need to see plans that can easily be read and are sealed by an engineer. We still have not forwarded these on to our Town Engineer since they are not legible. As of now, Staff will be recommending the Planning and Zoning Commission table your application until we receive that information.

Thanks,

Kristi Gilbert
Town Administrator
Town of Cross Roads
k.gilbert@crossroadstx.gov
Ofc: 940.365.9693
Cell: 940.218.4241

Note our new physical and mailing address:

Town of Cross Roads
3201 US Hwy 380, Ste 105
Cross Roads, TX 76227

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

From: barry@solbroadband.com <barry@solbroadband.com>
Sent: Friday, August 26, 2022 10:45 AM
To: Donna Butler <d.butler@crossroadstx.gov>
Cc: Rodney Patterson <r.patterson@crossroadstx.gov>; T. Lynn Tompkins Jr. <l.tompkins@crossroadstx.gov>; John Hall <jwhall@solbroadband.com>; Kristi Gilbert <k.gilbert@crossroadstx.gov>
Subject: Re: 2201 Moseley Road - Cross Roads Tower application

[EXTERNAL]

Donna

Here are the tower drawings from saber you requested

Barry Leming
Speed of light broadband
Barry@solbroadband.com
Work cell 940-368-7636

On Aug 17, 2022, at 1:08 PM, Donna Butler <d.butler@crossroadstx.gov> wrote:

Thank you, Barry.

Donna Butler

Town Secretary

Town of Cross Roads

d.butler@crossroadstx.gov

940-365-9693

[Town of Cross Roads is on Facebook!](#)

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

From: Barry Leming <barry@solbroadband.com>

Sent: Wednesday, August 17, 2022 12:34 PM

To: Donna Butler <d.butler@crossroadstx.gov>
Cc: Rodney Patterson <r.patterson@crossroadstx.gov>; T. Lynn Tompkins Jr. <l.tompkins@crossroadstx.gov>; John Hall <jwhall@solbroadband.com>; Kristi Gilbert <k.gilbert@crossroadstx.gov>
Subject: Re: 2201 Moseley Road - Cross Roads Tower application

[EXTERNAL]

Donna

This is what I am working on getting. I called the manufacturer of this tower to get a copy emailed to me.

Barry Leming

Speed of light broadband

Barry@solbroadband.com

Work cell 940-368-7636

On Aug 17, 2022, at 8:38 AM, Donna Butler <d.butler@crossroadstx.gov> wrote:

Barry, thank you for looking into the request. Remember I do not need prints at this time, what we are looking for is a clear, legible **electronic** copy. The designer or someone will have an original copy in PDF form that may be emailed.

Donna Butler

Town Secretary

Town of Cross Roads

d.butler@crossroadstx.gov

940-365-9693

[Town of Cross Roads is on Facebook!](#)

Note our new physical and mailing address:

TOWN OF CROSS ROADS
DEVELOPMENT APPLICATION



DATE: _____

APPLICATION #: _____

PROJECT: _____

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

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

DEVELOPMENT APPLICATION

X Zone Change _____ Technical Site Plan _____ Grading _____ Miscellaneous

Land Owner Name BLANCHIE DILLON Signature Blanche Dillon

Owner Mailing Address 2201 Moseley Rd Cross Roads 76227

Owner Contact Phone 940-395-7089 Email dillonblanche@gmail.com

Applicant Name Barry Heming Signature Barry Heming

Project Contact Mailing Address PO BOX 2927 DENTON TX 76202

Project Contact Phone 940 368-7636 Email Barry@Solbroadband.com

Proposed Project Name CROSS ROADS Tower Location 2201 MOSELEY RD

Abstract, Lot, Block _____ DCAD ID 38301

Current Zoning _____ Requested Zoning _____

Number of Lots _____ Acres 3.605

REQUIRED SUBMISSION DOCUMENTS

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

ADDITIONAL INFORMATION



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

PROFESSIONAL SERVICES DEPOSIT INFORMATION

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

Sec. 10.09.001 Fee structure

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

Sec. 10.09.002 Procedure

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

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

PROFESSIONAL SERVICES CONTACT INFORMATION

Name: _____

Email: _____

Phone: _____

Address: _____

Project: _____

I have read and acknowledge the Professional Services Deposit Process.

Applicant's Signature _____

Date _____

Town of Cross Roads' Use Only

Date completed application received: _____

Amount Deposited: _____

Receipt Number: _____

Professional Services Deposit Number: _____

EXHIBIT A TO EXECUTOR'S DEED

BEING all that certain lot, tract, or parcel of land situated in the R. J. Moseley Survey Abstract Number 803 in Denton County, Texas, being a part of that certain tract of land conveyed by deed from Felix Hawkins, Jr. and wife, Shirley Hawkins to James Cundall and wife, Edwinia Cundall recorded in Volume 566, Page 458, Real Property Records, Denton County, Texas and being more particularly described as follows:

COMMENCING at a point for corner in the west line of Moseley Road, a public roadway and in the north line of that certain tract of land conveyed by deed from Bessie Jane Lantrip and Margaret Jean Powers to John R. Lynn III recorded in Volume 4858, Page 890, Real Property Records, Denton County, Texas, said point being the most southerly southwest corner of that certain tract of land conveyed by deed from Don V. Ingram to DVI Realty, Ltd. Recorded in Volume 5102, Page 3255, Real Property Records, Denton County, Texas;

THENCE N 85° 22' 26" W, 476.49 feet with said north line of said Lynn III tract to a point for PLACE OF BEGINNING;

THENCE N 85° 22' 26" W, 273.51 feet with said north line of said Lynn III tract to a point for corner at an inner ell of said DVI Realty tract;

THENCE N 04° 37' 34" E, 325.00 feet with an east line of said DVI Realty tract to an iron rod found for corner at an inner ell of said DVI Realty tract;

THENCE S 85° 22' 26" E, 648.33 feet with a south line of said DVI Realty tract to a point for corner in said west line of said Moseley Road;

THENCE S 12° 44' 43" E, 308.82 feet with said west line of said Moseley Road to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 33° 40' 07", a radius of 200.00 feet, an arc length of 117.53 feet, whose chord bears N 66° 31' 40" W, 115.84 feet to a point for corner,

THENCE N 49° 41' 37" W, 203.95 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 18° 53' 18", a radius of 218.00 feet, an arc length of 71.87 feet, whose chord bears N 59° 08' 16" W, 71.54 feet to a point for corner,

THENCE N 68° 34' 55" W, 24.86 feet to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 50° 35' 28", a radius of 25.00 feet, an arc length of 22.07 feet, whose chord bears N 43° 17' 11" W, 21.36 feet to a point for corner,

THENCE N 17° 59' 27" W, 22.50 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 144° 34' 47", a radius of 26.00 feet, an arc length of 65.61 feet, whose chord bears S 89° 43' 10" W, 49.54 feet to a point for corner,

THENCE S 17° 25' 46" W, 20.68 feet to a point for corner;

THENCE N 70° 46' 52" W, 21.41 feet to a point for corner;

THENCE S 05° 43' 00" W, 241.57 feet to the PLACE OF BEGINNING and containing 3.605 acres of land ; plus that certain ten (10) foot wide strip of land starting on the Southwest Corner of said 3.605 acres, more or less, to go West to 15 feet beyond U.S. Government Benchmark. as a permanent right of way to the U.S. Government land, as more particularly described in that certain deed from Felix Hawkins, Jr. and wife, Shirley Hawkins to James Cundall and wife, Edwinia Cundall recorded in Volume 566, Page 458, Real Property Records, Denton County, Texas;

Plus that certain easement for ingress and egress on the adjoining land on this date granted to Steven T. Cundall by Executor's Deed from PHILLIP STAGER, Executor, such easement tract being described as all that certain lot, tract, or parcel of land situated in the R. J. Moseley Survey Abstract Number 803 in Denton County, Texas, being a part of that certain tract of land conveyed by deed from Felix Hawkins, Jr. and wife, Shirley Hawkins to James Cundall and wife, Edwinia Cundall recorded in Volume 566, Page 458, Real Property Records, Denton County, Texas and being more particularly described as follows:

COMMENCING at a point for corner in the west line of Moseley Road, a public roadway and in the north line of that certain tract of land conveyed by deed from Bessie Jane Lantrip and Margaret Jean Powers to John R. Lynn III recorded in Volume 4858, Page 890, Real Property Records, Denton County, Texas, said point being the most southerly southwest corner of that certain tract of land conveyed by deed from Don V. Ingram to DVI Realty, Ltd. Recorded in Volume 5102, Page 3255, Real Property Records, Denton County, Texas

THENCE N 12° 44' 43 " W, 14.83 feet with said west line of said Moseley Road to a point for PLACE OF BEGINNING;

THENCE along the arc of a curve to the right having a central angle of 35° 09' 19", a radius of 216.00 feet, an arc length of 132.53 feet, whose chord bears N 67° 16' 16" W, 130.46 feet to a point for corner,

THENCE N 49° 41' 37" W, 203.95 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 18° 53' 18", a radius of 202.00 feet, an arc length of 66.59 feet, whose chord bears N 59° 08' 16" W, 66.29 feet to a point for corner,

THENCE N 68° 34' 55" W, 50.75 feet to a point for corner;

THENCE S 89° 55' 34" W, 31.56 feet to a point for corner;

THENCE N 70° 46' 52" W, 39.90 feet to a point for corner;

THENCE N 05° 43' 00" E, 16.46 feet to a point for corner;

THENCE S 70° 46' 52" E, 21.41 feet to a point for corner;

THENCE N 17° 25' 46" E, 20.68 feet to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 144° 34' 47", a radius of 26.00 feet, an arc length of 65.61 feet, whose chord bears S 89° 43' 10" E, 49.54 feet to a point for corner,

THENCE S 17° 59' 27" E, 22.50 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 50° 35' 28 " , a radius of 25.00 feet, an arc length of 22.07 feet, whose chord bears S 43° 17' 11" E, 21.36 feet to a point for corner,

THENCE S 68° 34' 55" E, 24.86 feet to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 18° 53' 18", a radius of 218.00 feet, an arc length of 71.87 feet, whose chord bears S 59° 08' 16" E, 71.54 feet to a point for corner,

THENCE S 49° 41' 37" E, 203.95 feet to a point for corner;

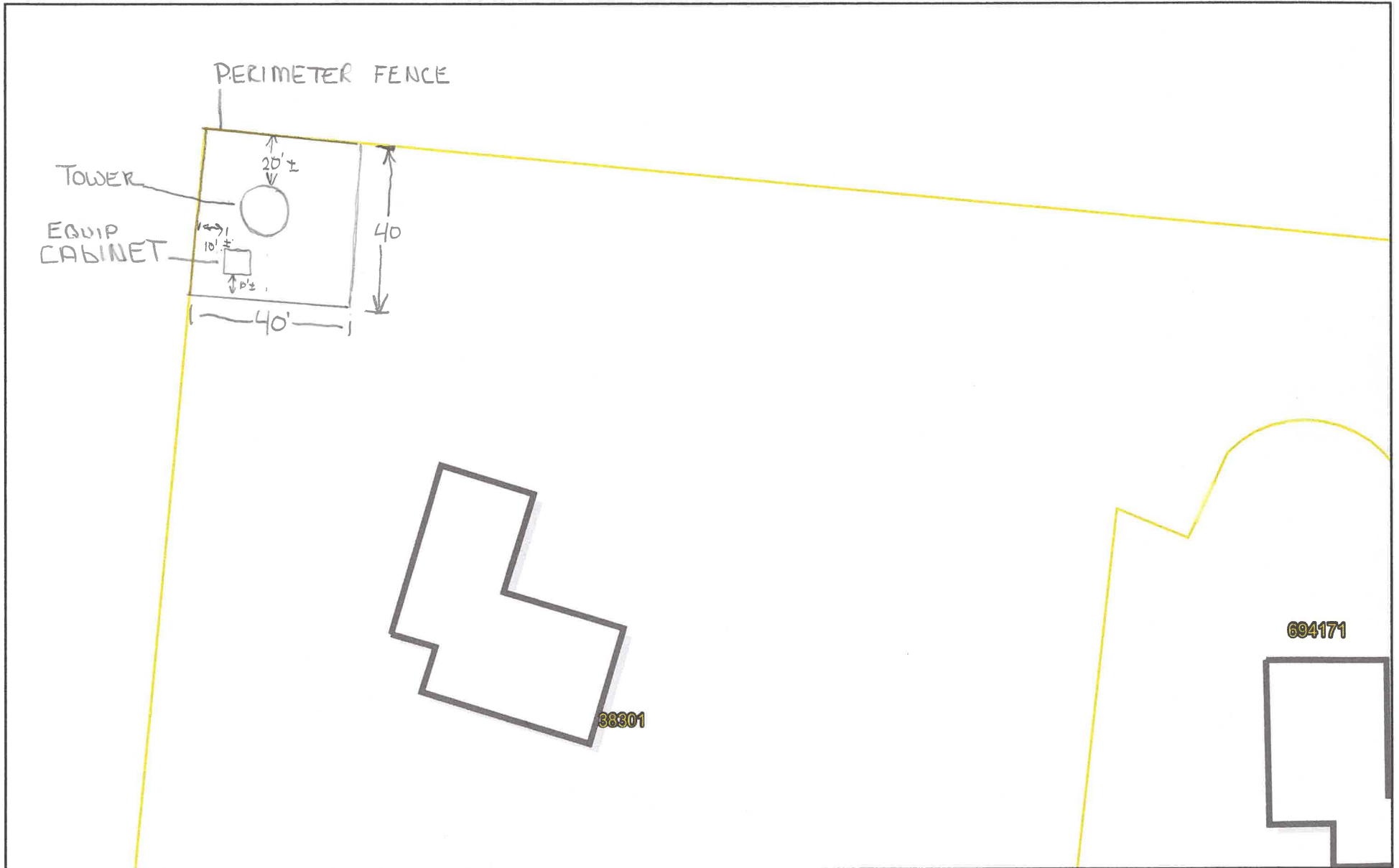
THENCE along the arc of a curve to the left having a central angle of 33° 40' 07", a radius of 200.00 feet, an arc length of 117.53 feet, whose chord bears S 66° 31' 40" E, 115.84 feet to a point for corner in said west line of said Moseley Road,

THENCE S 12° 44' 43 " E, 16.88 feet with said west line of said Moseley Road to the PLACE OF BEGINNING and containing 0.242 acres of land.

After recording, return to:

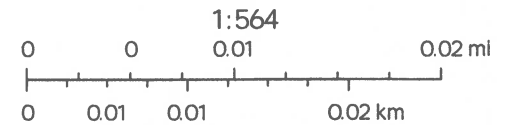
BLANCHE DILLON
2201 Moseley Rd.,
Crossroads, TX 76227

Denton CAD Web Map



8/5/2022, 8:29:12 PM

 Parcels



Denton Central Appraisal District, dentoncad.com, Esri Community Maps Contributors, City of Denton, Texas Parks & Wildlife, © OpenStreetMap,

Denton County Appraisal District, Harris Govern -- www.harrisgovern.com

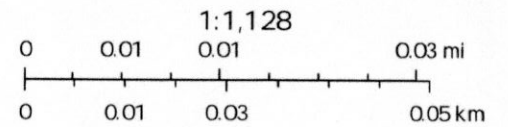
Denton CAD Web Map



8/5/2022, 8:23:44 PM

□ Parcels Roads

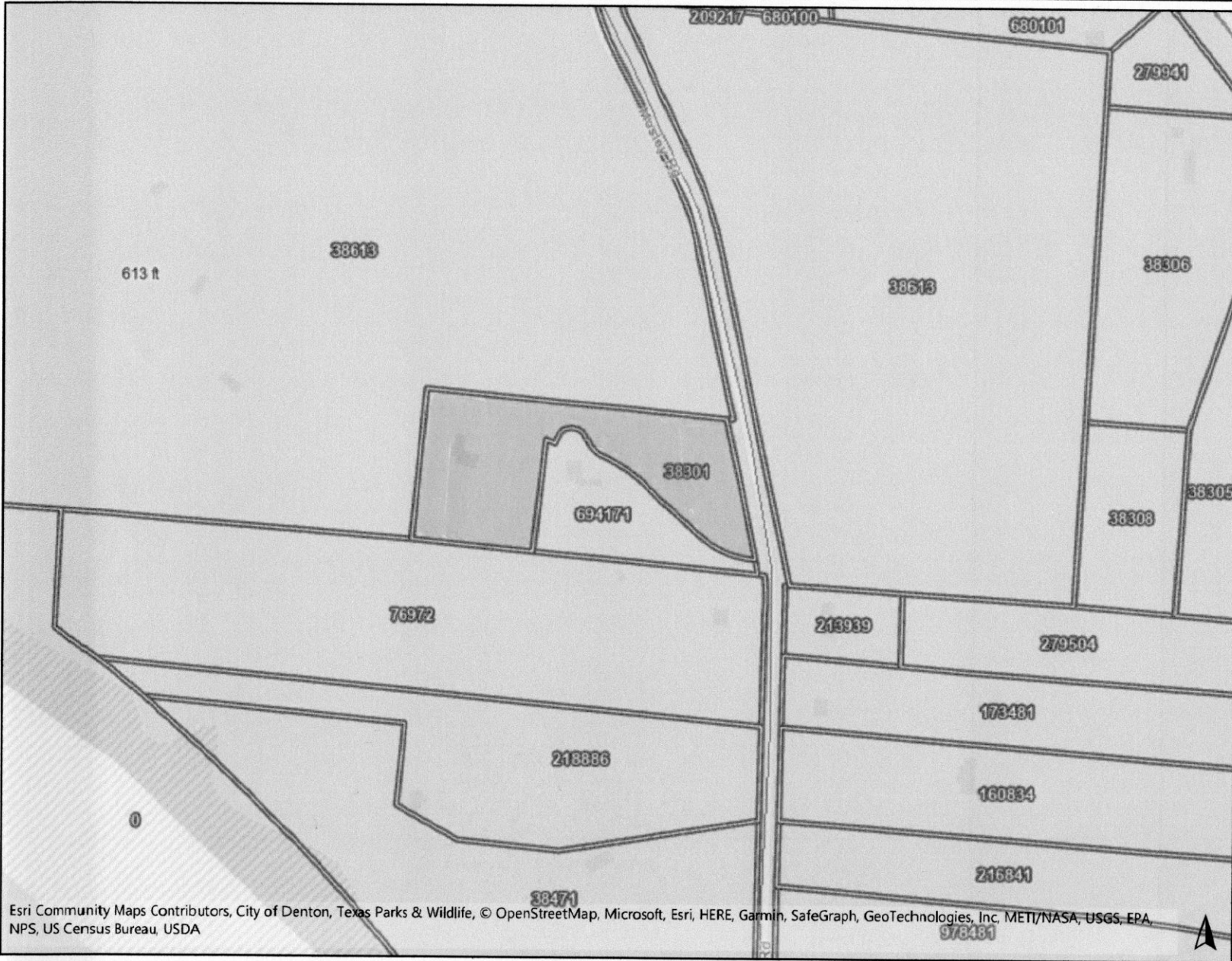
— MINOR



Denton Central Appraisal District dentoncad.com, Esri Community Maps Contributors, City of Denton, Texas Parks & Wildlife, © OpenStreetMap,

Denton County Appraisal District Harris Govern -- www.harrisgovern.com

Denton County Landmark Map

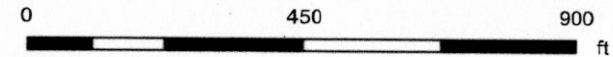


Legend

- 911 Addresses
- Development Permits
- ▭ Parcels
- Floodplain**
- Cross Section Location
- Base Flood Elevation
- ▨ FEMA Floodway
- ▩ Flood Grid
- ▤ FEMA 100yr Flood Zone A
- ▥ FEMA 100yr Flood Zone AE
- ▧ FEMA 500yr Flood Zone
- Levee Protected

Notes

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<https://gis.dentoncounty.gov>

8/6/2022 12:41:10 AM

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Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.

Denton CAD Web Map



8/5/2022, 8:15:48 PM

Parcels Abstracts Roads

MINOR

1:1,128
0 0.01 0.01 0.03 mi
0 0.01 0.01 0.03 km
Denton Central Appraisal District denncad.com

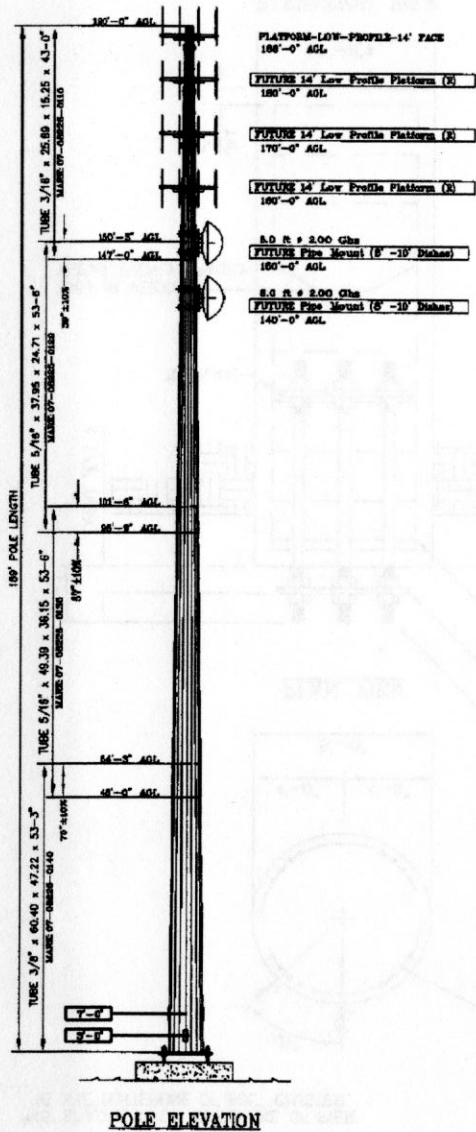
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Denton County Appraisal District Harris Govern -- www.harrisgovern.com

NOTICE: ALL PARTS ARE TO BE INVENTORIED AND ANY SHORTAGES REPORTED WITHIN 48 HOURS OF DELIVERY. SHORTAGES REPORTED AFTER THIS TIME PERIOD WILL BE CHARGED TO THE CONTRACTOR.

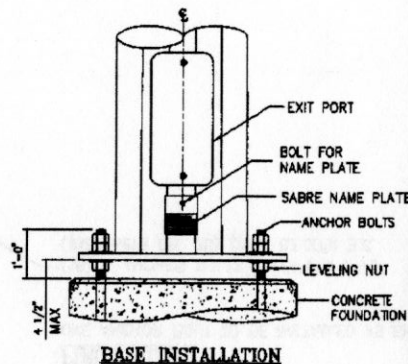
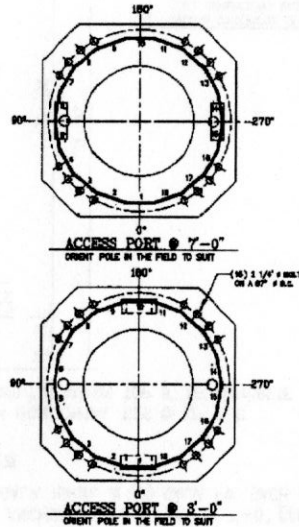
CALL 800/369-6690 ASK FOR THE CONTRACTS DEPARTMENT

DRAWING LIST

MONOPOLE ERECTION	07-08225-MM
MONOPOLE FOUNDATION(S)	07-08225-F1 07-08225-F2
MONOPOLE FABRICATION	07-08225-C1
MOUNTS: TRI-COLLAR 12"-54"	C10112
14' Low Profile Platform (R)	C10116501 C109092
LIGHTNING-ROD-CCS 3/4" X 8' LIGHTNING ROD & STIF	C30986
EIA-GROUNDING-KIT-MONOPOLE	C30150010
BILL OF MATERIALS	BOM-1



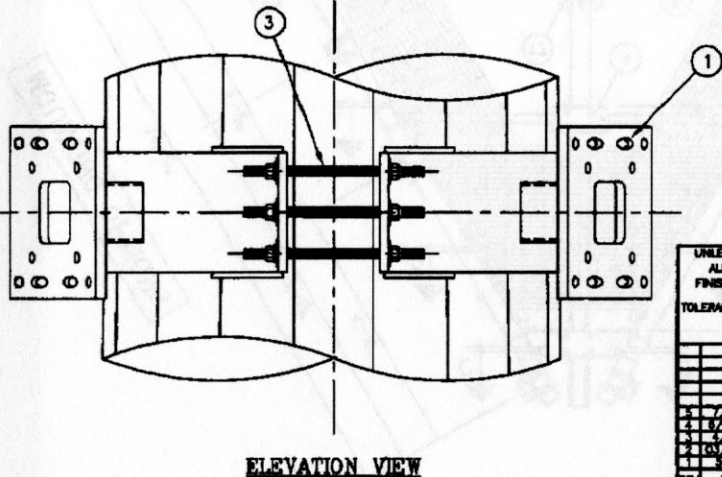
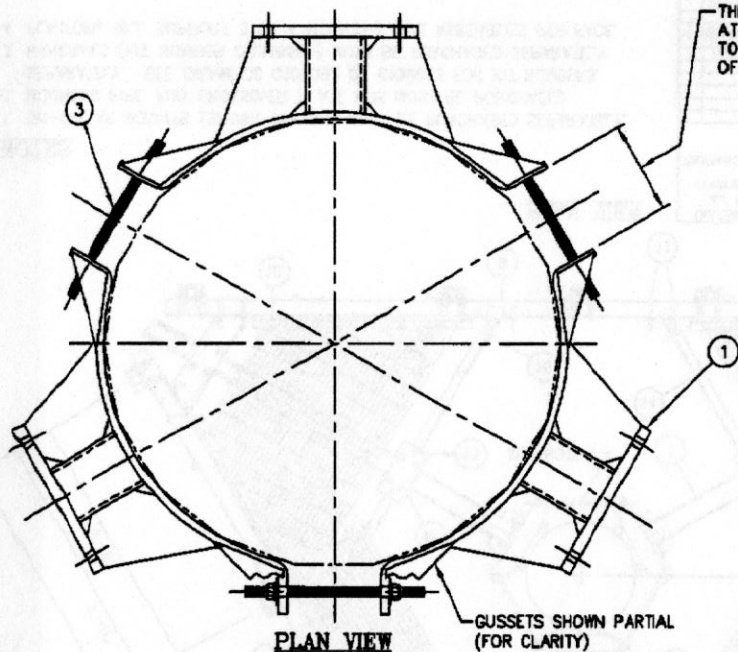
- PLATFORM-LOW-PROFILE-14' FACE
108'-0" AGL
- FUTURE 14' Low Profile Platform (R)
180'-0" AGL
- FUTURE 14' Low Profile Platform (R)
170'-0" AGL
- FUTURE 14' Low Profile Platform (R)
160'-0" AGL
- S.D.R. # 2.00 Chs
FUTURE Pipe Mount (8' -10' Diahs)
150'-0" AGL
- S.D.R. # 2.00 Chs
FUTURE Pipe Mount (8' -10' Diahs)
140'-0" AGL



BOLT INSTALLATION DETAILS

- INSTALLATION OF BOLTS: BOLTS FOR TOWERS AND ANTENNAS SHALL BE INSTALLED WITH THE NUTS FACING TO THE OUTSIDE AND/OR TO THE TOP OF THE TOWER, UNLESS PROHIBITED BY LACK OF CLEARANCE.
- TIGHTENING OF BOLTS: (BASED ON SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS).
 - SHEAR/BEARING CONNECTIONS: BOLTS IN CONNECTIONS NOT SUBJECT TO TENSION LOADS (SUCH AS BRACING BOLTS AND MOST ANTENNA MOUNT BOLTS) SHALL BE INSTALLED IN PROPERLY ALIGNED HOLES, BUT NEED ONLY BE TIGHTENED TO THE SNUG TIGHT CONDITION. THE SNUG TIGHT CONDITION IS DEFINED AS THE TIGHTNESS THAT EXISTS WHEN ALL PILES IN A JOINT ARE IN FIRM CONTACT. THIS MAY BE ATTAINED BY A FEW IMPACTS OF AN IMPACT WRENCH OR THE FULL EFFORT OF A MAN USING AN ORDINARY SPUD WRENCH.
 - DIRECT TENSION CONNECTIONS: CONNECTIONS SUBJECT TO DIRECT TENSION (SUCH AS LEG SPLICE BOLTS) SHALL BE INSTALLED IN PROPERLY ALIGNED HOLES AND TIGHTENED BY THE TURN-OF-NUT TIGHTENING METHOD. TURN-OF-NUT TIGHTENING METHOD: BOLTS SHALL BE INSTALLED IN ALL HOLES OF THE CONNECTION AND BROUGHT TO A SNUG-TIGHT CONDITION (DEFINED ABOVE). FOLLOWING THIS INITIAL OPERATION, ALL BOLTS IN THE CONNECTION SHALL BE TIGHTENED FURTHER BY THE FOLLOWING AMOUNT OF ROTATION.
 - FOR BOLT LENGTH UP TO AND INCLUDING 4 DIAMETERS: 1/3 TURN
 - FOR BOLT LENGTH OVER 4 DIAMETERS BUT LESS THAN 8 DIAMETERS: 1/2 TURN
 - FOR BOLT LENGTH OVER 8 DIAMETERS BUT NOT EXCEEDING 12 DIAMETERS: 2/3 TURN
- NUT LOCKING DEVICE: ALL NUTS SHALL BE EQUIPPED WITH SOME TYPE OF NUT LOCKING DEVICE. SEE THE INDIVIDUAL DRAWINGS FOR THE TYPE OF NUT LOCKING DEVICE TO BE USED FOR EACH INDIVIDUAL APPLICATION.

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES	MATERIAL		US CELLULAR CORP Prairie Grove South, IL 8831244 190.00 MONOPOLE	
TOLERANCES FRACTIONS & 1/16" ANGLES & 1/8" DIA. DECIMALS & .010"	TOLERANCES DO NOT APPLY TO RAW MATERIAL		<p>CONFIDENTIAL</p> <p>This Document and the information contained herein is the confidential trade secret property of Sabre Communication Corporation (Sabre) and must not be reproduced, copied or used, in whole or in part, for any purpose without the prior written consent of Sabre. ©2006 Sabre Communications Corporation. All rights reserved.</p>	
DATE	DESIGNED	DESIGNED BY	JOB 07-08225	DATE 22Aug06
DATE	CHECKED	CHECKED BY	SIZE B	DRAWING NO. 07-08225-MM
			SCALE N.T.S.	REV 1



VARIOUS TRI-COLLAR BRACKET KITS

ITEM	KIT NO.	PART NO.	QTY.	DESCRIPTION	WEIGHT
1.	C10112001	CW00001	3	COLLAR MOUNT WELDMENT 12" TO 18" DIA. POLE	143.1#
	C10112002	CW00002	3	COLLAR MOUNT WELDMENT 18" TO 24" DIA. POLE	183.6#
	C10112003	CW00003	3	COLLAR MOUNT WELDMENT 24" TO 30" DIA. POLE	215.7#
	C10112004	CW00004	3	COLLAR MOUNT WELDMENT 30" TO 36" DIA. POLE	242.4#
	C10112005	CW00005	3	COLLAR MOUNT WELDMENT 36" TO 42" DIA. POLE	271.2#
	C10112006	CW00006	3	COLLAR MOUNT WELDMENT 42" TO 48" DIA. POLE	297.3#
	C10112007	CW00007	3	COLLAR MOUNT WELDMENT 48" TO 54" DIA. POLE	322.8#
2.	CK00014	----	1	HARDWARE KIT	12.0#

CK00014 HARDWARE KIT LIST OF MATERIAL

ITEM	PART NO.	QTY.	DESCRIPTION	WEIGHT
3.	C40099002	9	ASTM A193 GR B7 GALV THR'D ROD ASSEMBLY 5/8 X 12	12.0#

CIRCUMFERENCE TO DIAMETER REFERENCE CHART

CIRCUMFERENCE	DIAMETER	KIT NO.
37 11/16" TO 56 9/16"	12" TO 18"	C10112001
56 9/16" TO 75 3/8"	18" TO 24"	C10112002
75 3/8" TO 94 1/4"	24" TO 30"	C10112003
94 1/4" TO 113 1/8"	30" TO 36"	C10112004
113 1/8" TO 131 15/16"	36" TO 42"	C10112005
131 15/16" TO 150 13/16"	42" TO 48"	C10112006
150 13/16" TO 169 5/8"	48" TO 54"	C10112007

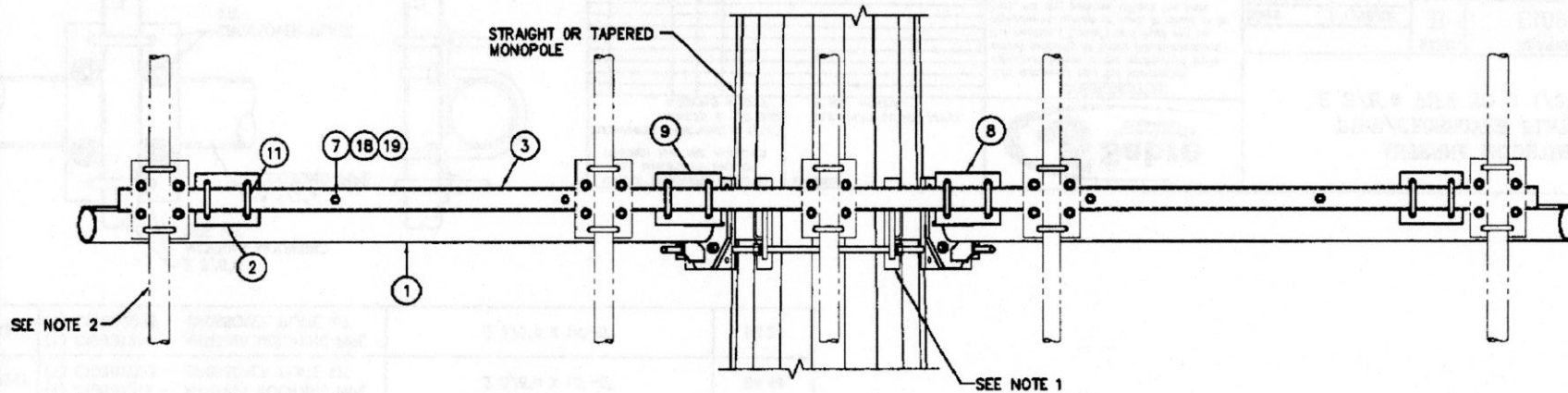
UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL:	
TOLERANCES: FRACTIONS ± 1/16"		TOLERANCES DO NOT APPLY TO RAW MATERIAL	
ANGLES ± 1/2 DEG.			
DECIMALS ± .010"			
REV	DATE	BY	DESCRIPTION



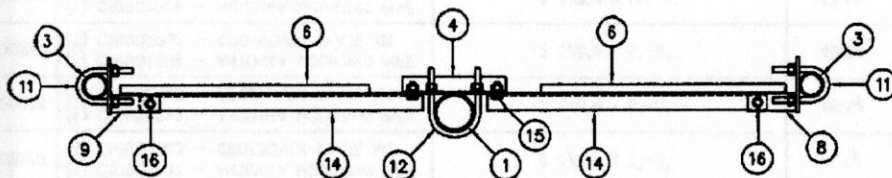
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MULTI PURPOSE TRI-COLLAR BRACKET ASSEMBLY FOR MONOPOLES (12" TO 54" DIA.)

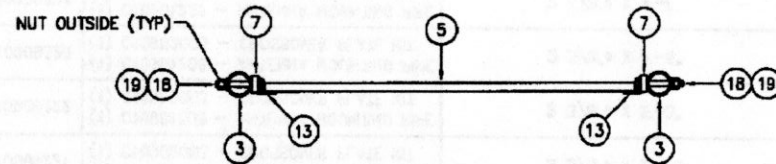
DATE	6/20/00	SIZE	B	DRAWING NO.	C10112	REV	5
DRAWN BY	BCT	SCALE		PAGE		None	
CHECKED BY	KLE/DLW	None		1 OF 1			



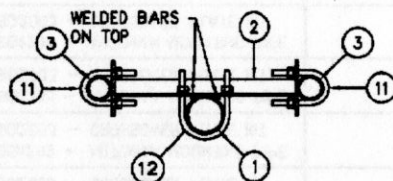
ELEVATION VIEW



SECTION A-A



SECTION B-B



SECTION C-C

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL: TOLERANCES DO NOT APPLY TO RAW MATERIAL	
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .012"			
REV	DATE	DRW/CHK	DESCRIPTION
4	11/28/05	WJF/CHK	REVISED NOTE #2
3	11/24/05	WJF/CHK	REVISED NOTE #2
2	09/24/05	WJF/CHK	CHANGED DRAWING TO 1 PINE & OREG DWT OF BRACKET PLATES FROM 10.20
1	08/28/05	WJF/CHK	ISSUED FOR PRODUCTION



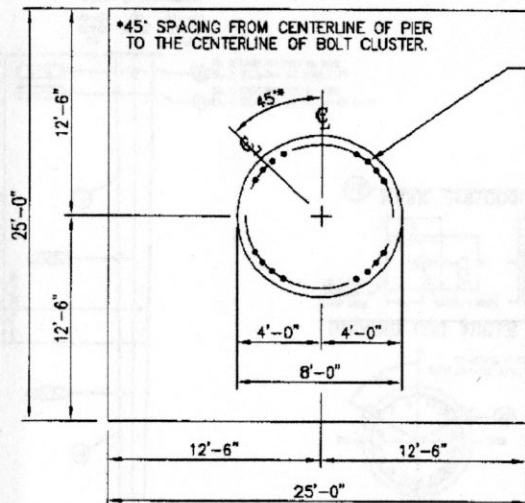
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**14' FACE LOW PROFILE PLATFORM
(FITS 12" TO 36" O.D. MONOPOLES)
14'-0" MAXIMUM ANTENNA SEPARATION**

DATE	06/01/05	SIZE	B	DRAWING NO.	C10116501	REV	4
DRAWN BY	WJF	CHECKED BY	WMN	SCALE	None	PAGE	2 OF 2

FIELD NOTE:

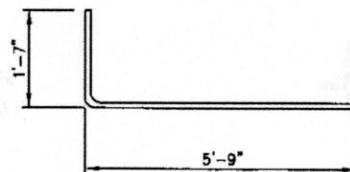
ONE ANCHOR BOLT TO BE INSTALLED AS SHOWN



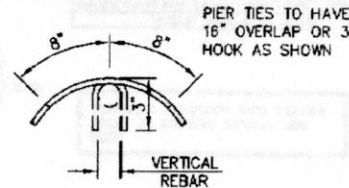
(16) - ANCHOR BOLTS 2 1/4" x 7'-0" (#18J A615 GR. 75) ON A 67" B.C.

TOP & BOTTOM TEMPLATES
PART NO.: 07-08225-9001

REINFORCING STEEL SCHEDULE							
LOCATION	NO REQ'D	BAR SPC'G.	SIZE	CUT LGTH	TOTAL LGTH	TOTAL WT.	SHAPE
PAD HORIZONTAL REINFORCING	148	NOTED ON DWG.	#8	24'-6"	3626'-0"	9681 LBS.	STRAIGHT
PIER VERTICAL REINFORCING	38	NOTED ON DWG.	#9	7'-4"	278'-8"	947 LBS.	SEE REBAR DETAIL
PIER TIES	7	NOTED ON DWG.	#4	24'-10"	173'-10"	116 LBS.	
TOTAL REBAR WT.						10744 LBS.	



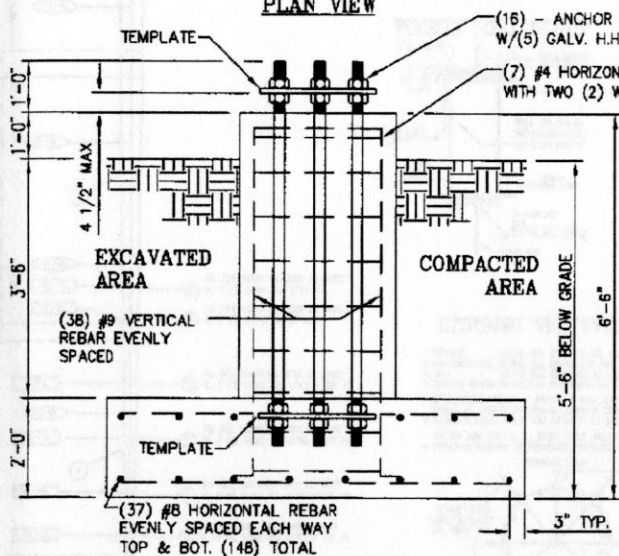
REBAR DETAIL "A"



PIER TIE HOOK DETAIL

PIER TIES TO HAVE 16" OVERLAP OR 3" HOOK AS SHOWN

PLAN VIEW



ELEVATION VIEW

(16) - ANCHOR BOLTS 2 1/4" x 7'-0" (#18J A615 GR. 75) W/(5) GALV. H.H.N. & (2) GALV. FW. EACH AT TOP
(7) #4 HORIZONTAL TIES @ 12" C/C WITH TWO (2) WITHIN TOP 5" OF CONCRETE

GENERAL NOTES:

1. ALL ANCHOR BOLTS AND VERTICAL REINFORCING BARS ARE TO BE SECURELY TIED BEFORE CONCRETE IS PLACED SO THEY WILL REMAIN PARALLEL TO THE CENTERLINE OF THE PIER.
2. THE GROUND ELEVATION SHALL BE A MAXIMUM OF 1'-0" BELOW THE TOP OF THE PIER.
3. ALL EXPOSED CONCRETE CORNERS ARE TO BE CHAMFERED 3/4 INCH.
4. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60 DEFORMED BARS.
5. CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4000 PSI, IN ACCORDANCE WITH ACI 318-05.
6. REINFORCING STEEL TO HAVE A 3" MINIMUM CONCRETE COVER.
7. FOUNDATION DESIGN IS BASED ON THE GEOTECHNICAL REPORT BY ECS ILLINOIS, LLC. PROJECT NO. 16:7834, DATED 1/20/10.
8. ANCHOR BOLTS 2 1/4" x 7'-0" #18J A615 GR. 75 ON A 67" BOLT CIRCLE (16 REQ'D).
9. CONCRETE REQUIRED 54.67 CUBIC YARDS.
10. SEE THE GEOTECHNICAL REPORT FOR COMPACTION REQUIREMENTS, IF SPECIFIED.

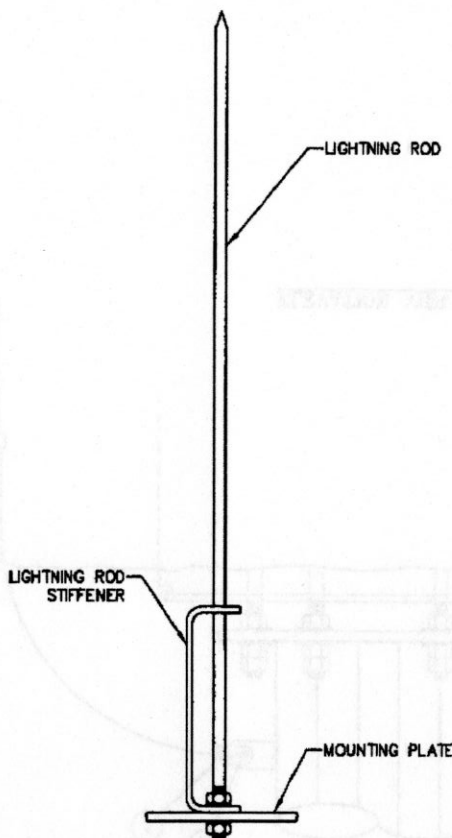
UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL:	
TOLERANCES: FRACTIONS ± 1/16"		TOLERANCES DO NOT APPLY TO RAW MATERIAL	
ANGLES ± 1/2 DEG.			
DECIMALS ± .010"			
REV	DATE	DRW'G	DESCRIPTION



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US CELLULAR CORP
PRAIRIE GROVE SOUTH, IL #8831244
190.00 MONOPOLE

JOB NO. 07-08225	SIZE B	DRAWING NO. 07-08225-F2	REV 0
DATE 2/1/10			
DRAWN BY JKW		SCALE None	PAGE 1 OF 1
CHECKED BY WJ	07-08225-E		



ELEVATION

LIGHTNING ROD/STIFFENER KITS

KIT NUMBER	LIGHTNING ROD	LIGHTNING ROD DIMENSIONS	STIFFENER	KIT WEIGHT LBS.
C30986010	C30086010	5/8" x 2'-0"	CS00675	8
C30986011	C30086011	5/8" x 3'-0"	CS00675	10
C30986001	C30086001	5/8" x 4'-0"	CS00675	10
C30986008	C30086008*	5/8" x 4'-0"	CS00675	10
C30986005	C30086005	5/8" x 5'-0"	CS00675	11
C30986006	C30086006	5/8" x 6'-0"	CS00675	11
C30986002	C30086002	5/8" x 8'-0"	CS00675	13
C30986009	C30086009	5/8" x 12'-0"	CS00675	23
C30986007	C30086007	3/4" x 6'-0"	CS00676	12
C30986003	C30086003	3/4" x 8'-0"	CS00676	19
C30986004	C30086004	3/4" x 10'-0"	CS00676	22
C30986012	C30086012	3/4" x 13'-0"	CS00676	22
C30986013	C30086013	3/4" x 15'-0"	CS00676	28
C30986014	C30086014	3/4" x 20'-0"	CS00676	36

*THIS LIGHTNING ROD IS STAINLESS STEEL.

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL:
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"		TOLERANCES DO NOT APPLY TO RAW MATERIAL.
REV	DATE	DESCRIPTION



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LIGHTNING ROD/STIFFENER KITS

DATE	7/11/06	SIZE	B	DRAWING NO.	C30986	REV	0
DRAWN BY	DLK	SCALE	None	PAGE	1	OF	1
CHECKED BY	RWM						



CUSTOMER: US CELLULAR CORP
 SITE: Prairie Grove South, IL
 SITE NO: 8831244
 DESC: 190.00 ft. WIRELESS MONOPOLE
 P.O. NO:

2

PC=PIECE OR=ORANGE
 PLT=PALLET WH=WHITE
 BDL=BUNDLE O/W=OR & WH
 CRT=CRATE B=BARE
 D=DRUM N/R=NOT REQ'D
 BOX=BOX SP=SPECIAL

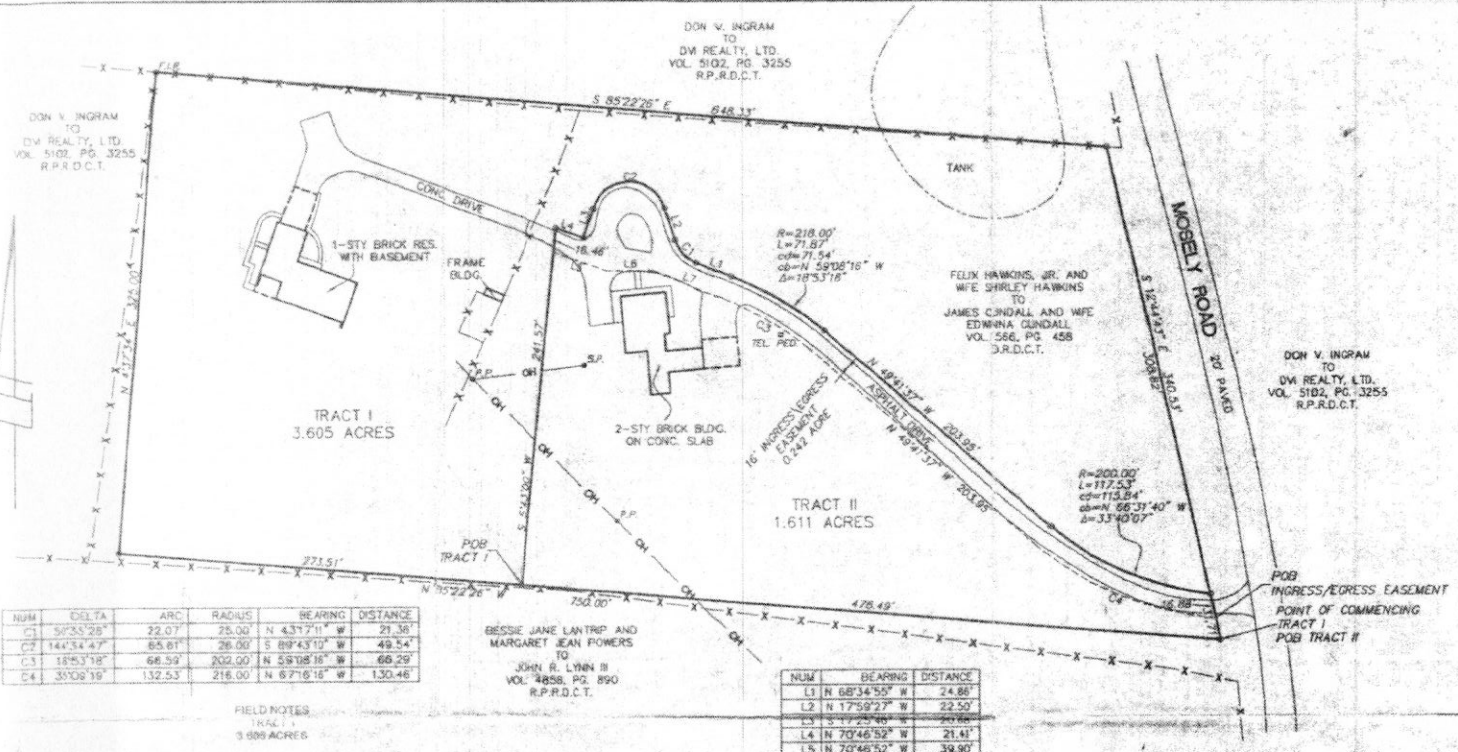
PACKING

Item	Qty	DRAWING		Part No.	APPURTS; COLLARS; PIPES	Total Weight	FINISH	Qty/ PKG'S	Qty of PKG'S	PKG. NO.
		NUMBER	REV.							
1	1			C10116501	PLATFORM-LOW-PROFILE-14' FACE	1429				
2	12			C10909207	PIPE ANTENNA MOUNT KIT 2-3/8" X 7'-0"	552				
3	1			C10112001	TRI-COLLAR-BRACKET-ASSY-12"-18" COLLAR MOUNT	156				

Item	Qty	DRAWING		Part No.	PURCHASED OPTION	Total Weight	FINISH	Qty/ PKG'S	Qty of PKG'S	PKG. NO.
		NUMBER	REV.							
4	1			C30188408	SAFETY-CLIMB-SYSTEM-SELECT-KIT 200'	79				
5	1			C30986003	LIGHTNING-ROD-CCS 3/4" X 8' LIGHTNING ROD & STIFFENE	18				
6	1			C30150010	EIA-GROUNDING-KIT-MONOPOLE	31				

REV	DATE	DRF	CHK	DESCRIPTION

DATE: 22-Aug-06 JOB NO: 07-08225
 DRAWN BY: DLK DRAW NO: BOM-1
 CHK'D BY: JKW PAGE: 2 of 2



FIELD NOTES INGRESS/EGRESS EASEMENT 0.242 ACRES

BEING all that certain lot, tract, or parcel of land situated in the R. J. Mosely Survey Abstract Number 803 in Denton County, Texas, being a part of that certain tract of land conveyed by deed from Felix Hawkins, Jr. and wife Shirley Hawkins to James Cundall and wife Edwina Cundall recorded in Volume 886, Page 458, Real Property Records, Denton County, Texas and being more particularly described as follows:

COMMENCING at a point for corner in the west line of Mosely Road, a public roadway and in the north line of that certain tract of land conveyed by deed from Bessie Jane Lantrip and Margaret Jean Powers to John R. Lynn III recorded in Volume 4858, Page 890, Real Property Records, Denton County, Texas, said point being the most southerly southwest corner of that certain tract of land conveyed by deed from Don V. Ingram to DVI Realty, Ltd. Recorded in Volume 5102, Page 3255, Real Property Records, Denton County, Texas:

THENCE N 12° 44' 43" W, 14.83 feet with said west line of said Mosely Road to a point for PLACE OF BEGINNING;

THENCE along the arc of a curve to the right having a central angle of 35° 06' 19", a radius of 216.00 feet, an arc length of 132.53 feet, whose chord bears N 67° 16' 16" W, 130.46 feet to a point for corner;

THENCE N 49° 41' 37" W, 203.95 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 18° 53' 18", a radius of 200.00 feet, an arc length of 88.59 feet, whose chord bears N 59° 08' 16" W, 66.29 feet to a point for corner;

THENCE N 68° 34' 55" W, 50.75 feet to a point for corner;

THENCE S 89° 55' 34" W, 31.56 feet to a point for corner;

THENCE N 70° 46' 52" W, 39.90 feet to a point for corner;

THENCE N 05° 48' 00" E, 16.46 feet to a point for corner;

THENCE S 70° 46' 52" E, 21.41 feet to a point for corner;

THENCE N 17° 25' 40" E, 20.68 feet to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 144° 34' 47", a radius of 26.00 feet, an arc length of 65.61 feet, whose chord bears S 89° 43' 10" E, 49.54 feet to a point for corner;

THENCE S 17° 59' 27" E, 22.50 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 50° 35' 28", a radius of 25.00 feet, an arc length of 22.07 feet, whose chord bears S 43° 17' 11" E, 21.36 feet to a point for corner;

THENCE S 68° 34' 55" E, 24.86 feet to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 18° 53' 18", a radius of 200.00 feet, an arc length of 71.87 feet, whose chord bears S 59° 08' 16" E, 71.54 feet to a point for corner;

THENCE S 49° 41' 37" E, 203.95 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 33° 40' 07", a radius of 200.00 feet, an arc length of 117.53 feet, whose chord bears S 65° 31' 40" E, 115.84 feet to a point for corner in said west line of said Mosely Road;

THENCE S 12° 44' 43" E, 16.88 feet with said west line of said Mosely Road to the PLACE OF BEGINNING and containing 0.242 acres of land.

BEING all that certain lot, tract, or parcel of land situated in the R. J. Mosely Survey Abstract Number 803 in Denton County, Texas, being a part of that certain tract of land conveyed by deed from Felix Hawkins, Jr. and wife Shirley Hawkins to James Cundall and wife Edwina Cundall recorded in Volume 886, Page 458, Real Property Records, Denton County, Texas and being more particularly described as follows:

COMMENCING at a point for corner in the west line of Mosely Road, a public roadway and in the north line of that certain tract of land conveyed by deed from Bessie Jane Lantrip and Margaret Jean Powers to John R. Lynn III recorded in Volume 4858, Page 890, Real Property Records, Denton County, Texas, said point being the most southerly southwest corner of that certain tract of land conveyed by deed from Don V. Ingram to DVI Realty, Ltd. Recorded in Volume 5102, Page 3255, Real Property Records, Denton County, Texas:

THENCE N 85° 22' 26" W, 476.49 feet with said north line of said Lynn III tract to a point for PLACE OF BEGINNING;

THENCE N 85° 22' 26" W, 273.51 feet with said north line of said Lynn III tract to a point for corner at an inner all of said DVI Realty tract;

THENCE N 04° 37' 34" E, 325.00 feet with an east line of said DVI Realty tract to an iron rod found for corner at an inner all of said DVI Realty tract;

THENCE S 85° 22' 26" E, 648.33 feet with a south line of said DVI Realty tract to a point for corner in said west line of said Mosely Road;

THENCE S 12° 44' 43" E, 308.82 feet with said west line of said Mosely Road to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 33° 40' 07", a radius of 200.00 feet, an arc length of 117.53 feet, whose chord bears N 65° 31' 40" W, 115.84 feet to a point for corner;

THENCE N 49° 41' 37" W, 203.95 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 18° 53' 18", a radius of 216.00 feet, an arc length of 132.53 feet, whose chord bears N 67° 16' 16" W, 71.54 feet to a point for corner;

THENCE N 68° 34' 55" W, 24.86 feet to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 50° 35' 28", a radius of 25.00 feet, an arc length of 22.07 feet, whose chord bears N 43° 17' 11" W, 21.36 feet to a point for corner;

THENCE N 17° 59' 27" W, 22.50 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 144° 34' 47", a radius of 26.00 feet, an arc length of 65.61 feet, whose chord bears S 89° 43' 10" E, 49.54 feet to a point for corner;

THENCE S 17° 59' 27" E, 22.50 feet to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 18° 53' 18", a radius of 216.00 feet, an arc length of 132.53 feet, whose chord bears N 67° 16' 16" W, 71.54 feet to a point for corner;

THENCE S 49° 41' 37" E, 203.95 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 33° 40' 07", a radius of 200.00 feet, an arc length of 117.53 feet, whose chord bears S 65° 31' 40" E, 115.84 feet to a point for corner in said west line of said Mosely Road;

THENCE S 12° 44' 43" E, 31.71 feet with said west line of said Mosely Road to the PLACE OF BEGINNING and containing 1.611 acres of land.

FIELD NOTES TRACT I
3.605 ACRES

BEING all that certain lot, tract, or parcel of land situated in the R. J. Mosely Survey Abstract Number 803 in Denton County, Texas, being a part of that certain tract of land conveyed by deed from Felix Hawkins, Jr. and wife Shirley Hawkins to James Cundall and wife Edwina Cundall recorded in Volume 886, Page 458, Real Property Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a point for corner in the west line of Mosely Road, a public roadway and in the north line of that certain tract of land conveyed by deed from Bessie Jane Lantrip and Margaret Jean Powers to John R. Lynn III recorded in Volume 4858, Page 890, Real Property Records, Denton County, Texas, said point being the most southerly southwest corner of that certain tract of land conveyed by deed from Don V. Ingram to DVI Realty, Ltd. Recorded in Volume 5102, Page 3255, Real Property Records, Denton County, Texas:

THENCE N 85° 22' 26" W, 476.49 feet with said north line of said Lynn III tract to a point for corner;

THENCE N 04° 37' 34" E, 325.00 feet to a point for corner;

THENCE S 85° 22' 26" E, 648.33 feet to a point for corner;

THENCE S 12° 44' 43" E, 308.82 feet to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 33° 40' 07", a radius of 200.00 feet, an arc length of 117.53 feet, whose chord bears N 65° 31' 40" W, 115.84 feet to a point for corner;

THENCE N 49° 41' 37" W, 203.95 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 18° 53' 18", a radius of 216.00 feet, an arc length of 132.53 feet, whose chord bears N 67° 16' 16" W, 71.54 feet to a point for corner;

THENCE N 68° 34' 55" W, 24.86 feet to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 50° 35' 28", a radius of 25.00 feet, an arc length of 22.07 feet, whose chord bears N 43° 17' 11" W, 21.36 feet to a point for corner;

THENCE N 17° 59' 27" W, 22.50 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 144° 34' 47", a radius of 26.00 feet, an arc length of 65.61 feet, whose chord bears S 89° 43' 10" E, 49.54 feet to a point for corner;

THENCE S 17° 59' 27" E, 22.50 feet to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 18° 53' 18", a radius of 200.00 feet, an arc length of 71.87 feet, whose chord bears S 59° 08' 16" E, 71.54 feet to a point for corner;

THENCE S 49° 41' 37" E, 203.95 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 33° 40' 07", a radius of 200.00 feet, an arc length of 117.53 feet, whose chord bears S 65° 31' 40" E, 115.84 feet to a point for corner in said west line of said Mosely Road;

THENCE S 12° 44' 43" E, 31.71 feet with said west line of said Mosely Road to the PLACE OF BEGINNING and containing 1.611 acres of land.

FIELD NOTES TRACT II
1.611 ACRES

BEING all that certain lot, tract, or parcel of land situated in the R. J. Mosely Survey Abstract Number 803 in Denton County, Texas, being a part of that certain tract of land conveyed by deed from Felix Hawkins, Jr. and wife Shirley Hawkins to James Cundall and wife Edwina Cundall recorded in Volume 886, Page 458, Real Property Records, Denton County, Texas and being more particularly described as follows:

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THENCE N 85° 22' 26" W, 476.49 feet with said north line of said Lynn III tract to a point for corner;

THENCE N 04° 37' 34" E, 325.00 feet to a point for corner;

THENCE S 85° 22' 26" E, 648.33 feet to a point for corner;

THENCE S 12° 44' 43" E, 308.82 feet to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 33° 40' 07", a radius of 200.00 feet, an arc length of 117.53 feet, whose chord bears N 65° 31' 40" W, 115.84 feet to a point for corner;

THENCE N 49° 41' 37" W, 203.95 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 18° 53' 18", a radius of 216.00 feet, an arc length of 132.53 feet, whose chord bears N 67° 16' 16" W, 71.54 feet to a point for corner;

THENCE N 68° 34' 55" W, 24.86 feet to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 50° 35' 28", a radius of 25.00 feet, an arc length of 22.07 feet, whose chord bears N 43° 17' 11" W, 21.36 feet to a point for corner;

THENCE N 17° 59' 27" W, 22.50 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 144° 34' 47", a radius of 26.00 feet, an arc length of 65.61 feet, whose chord bears S 89° 43' 10" E, 49.54 feet to a point for corner;

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THENCE along the arc of a curve to the right having a central angle of 18° 53' 18", a radius of 200.00 feet, an arc length of 71.87 feet, whose chord bears S 59° 08' 16" E, 71.54 feet to a point for corner;

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THENCE along the arc of a curve to the left having a central angle of 33° 40' 07", a radius of 200.00 feet, an arc length of 117.53 feet, whose chord bears S 65° 31' 40" E, 115.84 feet to a point for corner in said west line of said Mosely Road;

THENCE S 12° 44' 43" E, 31.71 feet with said west line of said Mosely Road to the PLACE OF BEGINNING and containing 1.611 acres of land.

FIELD NOTES TRACT II
1.611 ACRES

BEING all that certain lot, tract, or parcel of land situated in the R. J. Mosely Survey Abstract Number 803 in Denton County, Texas, being a part of that certain tract of land conveyed by deed from Felix Hawkins, Jr. and wife Shirley Hawkins to James Cundall and wife Edwina Cundall recorded in Volume 886, Page 458, Real Property Records, Denton County, Texas and being more particularly described as follows:

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THENCE N 85° 22' 26" W, 476.49 feet with said north line of said Lynn III tract to a point for corner;

THENCE N 04° 37' 34" E, 325.00 feet to a point for corner;

THENCE S 85° 22' 26" E, 648.33 feet to a point for corner;

THENCE S 12° 44' 43" E, 308.82 feet to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 33° 40' 07", a radius of 200.00 feet, an arc length of 117.53 feet, whose chord bears N 65° 31' 40" W, 115.84 feet to a point for corner;

THENCE N 49° 41' 37" W, 203.95 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 18° 53' 18", a radius of 216.00 feet, an arc length of 132.53 feet, whose chord bears N 67° 16' 16" W, 71.54 feet to a point for corner;

THENCE N 68° 34' 55" W, 24.86 feet to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 50° 35' 28", a radius of 25.00 feet, an arc length of 22.07 feet, whose chord bears N 43° 17' 11" W, 21.36 feet to a point for corner;

THENCE N 17° 59' 27" W, 22.50 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 144° 34' 47", a radius of 26.00 feet, an arc length of 65.61 feet, whose chord bears S 89° 43' 10" E, 49.54 feet to a point for corner;

THENCE S 17° 59' 27" E, 22.50 feet to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 18° 53' 18", a radius of 200.00 feet, an arc length of 71.87 feet, whose chord bears S 59° 08' 16" E, 71.54 feet to a point for corner;

THENCE S 49° 41' 37" E, 203.95 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 33° 40' 07", a radius of 200.00 feet, an arc length of 117.53 feet, whose chord bears S 65° 31' 40" E, 115.84 feet to a point for corner in said west line of said Mosely Road;

THENCE S 12° 44' 43" E, 31.71 feet with said west line of said Mosely Road to the PLACE OF BEGINNING and containing 1.611 acres of land.

TO THE LIENHOLDERS AND/OR THE OWNERS AND/OR PURCHASERS OF THE PREMISES SURVEYED

I hereby certify that on the 14th day of August, 2015, this survey was made on the ground as per the field notes shown on this survey and is true, correct and accurate as to the boundaries and areas of the subject property and the size, location and type of buildings and improvements thereon if any, in accordance with the other maps shown hereon, and correctly shows the location of all visible easements and rights-of-way and of all rights-of-way easements and other matters of record of which I have knowledge or have been advised whether or not of record, affecting the property. Except as shown on the survey, there are no encroachments upon the subject property by improvements on adjacent property, there are no encroachments on adjacent property, streets or alleys by any improvements on the subject property and there are no conflicts or prohibitions.

I further certify that no portion of subject property lies within a special flood hazard area according to the FLOOD INSURANCE RATE MAP for Denton County and Incorporated Areas, Map Number 48121C035, dated April 18, 2013. (Subpart 01B, Section 2, Zone X)

JERALD YENSAN
Professional Surveyor
Texas R.P.L.S. No. 4561

SURVEY PLAT
5.216 ACRES IN THE
R.J. MOSELY SURVEY A-803
DENTON COUNTY, TEXAS

LANDMARK SURVEYORS, L.L.C.
4517-35 NORTH
DENTON, TEXAS 76207
(940) 382-4916
FAX (940) 387-9764

DRAWN BY: BTB SCALE: 1"=40' DATE: 12/11/2015 2015 08 14 10:30



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August 29, 2022

To Cross Roads Planning and Zoning and Town Council,

RE: OPPOSITION TO PROPOSED SPECIAL USE PERMIT FOR 2201 MOSELEY RD., CROSS ROADS, TEXAS TO ERECT A TELECOMMUNICATIONS MONOPOLE OF APPROXIMATELY 190FT

I am in opposition to the proposed variance for the following reasons:

- My property would be used for the access for construction/maintenance of the proposed pole/tower. I am property owner of the driveway that currently legally accesses the proposed site. Blanche Dillon has an ingress/egress easement to use the driveway to access her house. I am concerned about the use of construction and maintenance equipment that might cause the deterioration of the driveway. The driveway is for my use and the use of Blanche Dillon alone, not for use of a commercial telecommunications company or for construction/maintenance of a commercial tower/pole.
- The value of the property in the area could be affected by the construction of a commercial telecommunications tower/pole. I have consulted a realtor for the effect of a tower/pole on property values. The opinion is: the market value of property might be adversely affected and could be lowered by the construction of a commercial telecommunications tower/pole. The realtor is Phillip Stager, 972-730-3177. Mr. Stager is acquainted with the property where the proposed tower/pole would be installed. My property is currently within 500 ft. of the proposed tower/pole.

- There is concern that the increase of microwave and RF radiation from the tower/pole might increase the risk for certain types of cancer. Though there is division of opinion on the subject, there are studies that seem to confirm that RF radiation may cause cancer and is "possibly carcinogenic to humans"(International Agency for Research on Cancer).

If the proposed variance is passed, without respect and consideration to the reasons for opposition I have outlined, I am assuming that the Town of Cross Roads is assuming full responsibility for all liability and remedies concerning any current or future access problems, destruction of property, devaluation of property value, and potential increased health risk related to the proposed variance and the allowance of a 190ft wireless telecommunications monopole.

Sincerely,



Steven Cundall
700 West Windsor Dr.
Denton, Texas 76207
2201 Moseley Rd
Cross Roads, Tx 76227
W 940-365-2309
CELL 940-390-0054

Enclosures: Copy of letter from Town of Crossroads dated August 17, 2022: Notice of Proposed Special Use Permit
Plat of property showing legal access with approximate position of communications pole/tower



**Town of Cross Roads
3201 US HWY 380, STE 105
Cross Roads, Texas 76227**

August 17, 2022

Property Owner
Cross Roads, Texas 76227

RE: NOTICE OF PROPOSED SPECIAL USE PERMIT

Dear Property Owner:

Notice is hereby given that a public hearing will be conducted by the Planning and Zoning Commission on Wednesday, September 7, 2022 at 7:00 pm to consider a recommendation to the Town Council on a request by applicant Barry Leming on behalf of Blanche Dillon for a Special Use Permit to allow for a 190 foot wireless monopole on approximately 3.6 acres of land located at 2201 Moseley Road, Cross Roads, Texas.

The Town Council will conduct a second public hearing on Monday, September 19, 2022 at 6:00 pm to consider the Planning and Zoning Commission's recommendation and vote on the request. Any interested person may attend the public hearing in person at 1401 FM 424, Cross Roads, Texas 76227 or submit their written comments to 3201 US HWY 380, STE 105, Cross Roads, Texas 76227 prior to the commencement of the meeting to speak in favor of or in opposition to the proposed variance. All interested persons are invited to attend and participate.

For more information, contact Town Hall at 940-365-9693.

Sincerely,

Donna Butler
Town Secretary

FIELD NOTES
INGRESS/EGRESS EASEMENT
0.242 ACRES

BEING all that certain lot, tract, or parcel of land situated in the R. J. Moseley Survey Abstract Number 803 in Denton County, Texas, being a part of that certain tract of land conveyed by deed from Felix Hawkins, Jr. and wife, Shirley Hawkins to James Cundall and wife, Edwina Cundall recorded in Volume 565, Page 455, Real Property Records, Denton County, Texas and being more particularly described as follows:

COMMENCING at a point for corner in the west line of Moseley Road, a public roadway and in the north line of that certain tract of land conveyed by deed from Bessie Jane Lantrip and Margaret Jean Powers to John R. Lynn III recorded in Volume 4858, Page 880, Real Property Records, Denton County, Texas, said point being the most southerly southwest corner of that certain tract of land conveyed by deed from Don V. Ingram to DVI Realty, Ltd. Recorded in Volume 5102, Page 3255, Real Property Records, Denton County, Texas;

THENCE N 12° 44' 43" W, 14.83 feet with said west line of said Moseley Road to a point for PLACE OF BEGINNING;

THENCE along the arc of a curve to the right having a central angle of 35° 09' 18", a radius of 216.00 feet, an arc length of 132.53 feet, whose chord bears N 07° 16' 16" W, 130.46 feet to a point for corner,

THENCE N 49° 41' 37" W, 203.95 feet to a point for corner,

THENCE along the arc of a curve to the left having a central angle of 18° 53' 18", a radius of 202.00 feet, an arc length of 65.59 feet, whose chord bears N 59° 08' 16" W, 65.29 feet to a point for corner,

THENCE N 69° 34' 55" W, 50.75 feet to a point for corner;

THENCE S 89° 52' 34" W, 31.55 feet to a point for corner;

THENCE N 70° 48' 52" W, 39.80 feet to a point for corner;

THENCE N 05° 43' 00" E, 16.46 feet to a point for corner;

THENCE S 70° 48' 52" E, 21.41 feet to a point for corner;

THENCE N 17° 25' 46" E, 20.68 feet to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 144° 34' 47", a radius of 26.00 feet, an arc length of 65.61 feet, whose chord bears S 89° 43' 10" E, 49.54 feet to a point for corner,

THENCE S 17° 59' 27" E, 22.50 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 50° 35' 28", a radius of 25.00 feet, an arc length of 22.07 feet, whose chord bears S 43° 17' 11" E, 21.38 feet to a point for corner,

THENCE S 69° 34' 55" E, 24.86 feet to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 18° 53' 18", a radius of 218.00 feet, an arc length of 71.87 feet, whose chord bears S 59° 08' 16" E, 71.54 feet to a point for corner,

THENCE S 49° 41' 37" E, 203.95 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 33° 40' 07", a radius of 200.00 feet, an arc length of 117.53 feet, whose chord bears S 65° 31' 40" E, 115.84 feet to a point for corner, in said west line of said Moseley Road.

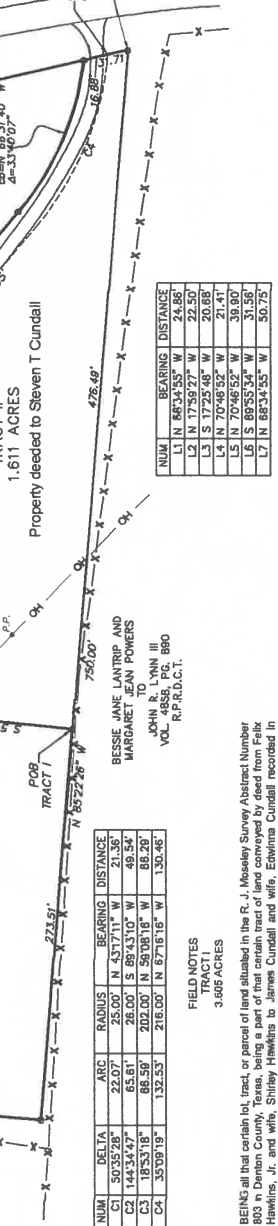
THENCE S 12° 44' 43" E, 16.88 feet with said west line of said Moseley Road to the PLACE OF BEGINNING and containing 0.242 acres of land.

DON V. INGRAM
DVI REALTY, LTD.
VOL. 5102, PG. 3255
R.P.R.D.C.T.

FELIX HAWKINS, JR. AND WIFE SHIRLEY HAWKINS
JAMES CUNDALL AND WIFE EDWINA CUNDALL
VOL. 565, PG. 455
R.P.R.D.C.T.

DON V. INGRAM
DVI REALTY, LTD.
VOL. 5102, PG. 3255
R.P.R.D.C.T.

BESSIE JANE LANTRIP AND MARGARET JEAN POWERS
JOHN R. LYNN III
VOL. 4858, PG. 880
R.P.R.D.C.T.



NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	50°35'28"	22.07	25.00	N 43°17'11" W	21.36
C2	144°34'47"	65.61	26.00	S 89°43'10" W	49.54
C3	18°53'18"	66.59	202.00	N 59°08'16" W	66.29
C4	35°09'18"	132.53	216.00	N 07°16'16" W	130.46

FIELD NOTES
TRACT I
3.605 ACRES

BEING all that certain lot, tract, or parcel of land situated in the R. J. Moseley Survey Abstract Number 803 in Denton County, Texas, being a part of that certain tract of land conveyed by deed from Felix Hawkins, Jr. and wife, Shirley Hawkins to James Cundall and wife, Edwina Cundall recorded in Volume 565, Page 455, Real Property Records, Denton County, Texas and being more particularly described as follows:

COMMENCING at a point for corner in the west line of Moseley Road, a public roadway and in the north line of that certain tract of land conveyed by deed from Bessie Jane Lantrip and Margaret Jean Powers to John R. Lynn III recorded in Volume 4858, Page 880, Real Property Records, Denton County, Texas, said point being the most southerly southwest corner of that certain tract of land conveyed by deed from Don V. Ingram to DVI Realty, Ltd. Recorded in Volume 5102, Page 3255, Real Property Records, Denton County, Texas;

THENCE N 05° 43' 00" E, 16.46 feet with said north line of said DVI Realty tract to an iron rod found for corner at an inner of said DVI Realty tract;

THENCE N 85° 22' 26" W, 476.49 feet with said north line of said Lynn III tract to a point for corner in said west line of said Moseley Road;

THENCE S 12° 44' 43" E, 308.82 feet with said west line of said Moseley Road to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 33° 40' 07", a radius of 200.00 feet, an arc length of 117.53 feet, whose chord bears N 69° 31' 40" W, 115.84 feet to a point for corner,

THENCE N 49° 41' 37" W, 203.95 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 18° 53' 18", a radius of 218.00 feet, an arc length of 71.87 feet, whose chord bears N 59° 08' 16" W, 71.54 feet to a point for corner,

THENCE N 69° 34' 55" W, 24.86 feet to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 50° 35' 28", a radius of 25.00 feet, an arc length of 22.07 feet, whose chord bears N 43° 17' 11" W, 21.38 feet to a point for corner,

THENCE N 17° 59' 27" W, 22.50 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 144° 34' 47", a radius of 26.00 feet, an arc length of 65.61 feet, whose chord bears S 89° 43' 10" E, 49.54 feet to a point for corner,

THENCE S 17° 25' 46" E, 20.68 feet to a point for corner;

THENCE S 70° 48' 52" W, 21.41 feet to a point for corner;

THENCE N 17° 25' 46" E, 20.68 feet to a point for corner;

THENCE S 05° 43' 00" W, 21.41 feet to a point for corner;

THENCE S 05° 43' 00" W, 21.41 feet to the PLACE OF BEGINNING and containing 3.605 acres of land.

NUM	BEARING	DISTANCE
L1	N 69°34'55" W	24.86
L2	N 17°59'27" W	22.50
L3	S 72°52'48" W	20.68
L4	S 70°48'52" W	30.80
L5	S 89°52'34" W	31.55
L6	S 89°52'34" W	31.55
L7	N 69°34'55" W	50.75

FIELD NOTES
TRACT II
1.611 ACRES

BEING all that certain lot, tract, or parcel of land situated in the R. J. Moseley Survey Abstract Number 803 in Denton County, Texas, being a part of that certain tract of land conveyed by deed from Felix Hawkins, Jr. and wife, Shirley Hawkins to James Cundall and wife, Edwina Cundall recorded in Volume 565, Page 455, Real Property Records, Denton County, Texas and being more particularly described as follows:

COMMENCING at a point for corner in the west line of Moseley Road, a public roadway and in the north line of that certain tract of land conveyed by deed from Bessie Jane Lantrip and Margaret Jean Powers to John R. Lynn III recorded in Volume 4858, Page 880, Real Property Records, Denton County, Texas, said point being the most southerly southwest corner of that certain tract of land conveyed by deed from Don V. Ingram to DVI Realty, Ltd. Recorded in Volume 5102, Page 3255, Real Property Records, Denton County, Texas;

THENCE N 85° 22' 26" W, 476.49 feet with said north line of said Lynn III tract to a point for corner;

THENCE N 05° 43' 00" E, 241.57 feet to a point for corner;

THENCE S 70° 48' 52" E, 21.41 feet to a point for corner;

THENCE N 17° 25' 46" E, 20.68 feet to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 144° 34' 47", a radius of 26.00 feet, an arc length of 65.61 feet, whose chord bears S 89° 43' 10" E, 49.54 feet to a point for corner,

THENCE S 17° 59' 27" E, 22.50 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 50° 35' 28", a radius of 25.00 feet, an arc length of 22.07 feet, whose chord bears S 43° 17' 11" E, 21.38 feet to a point for corner,

THENCE S 69° 34' 55" E, 24.86 feet to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 18° 53' 18", a radius of 218.00 feet, an arc length of 71.87 feet, whose chord bears S 59° 08' 16" E, 71.54 feet to a point for corner,

THENCE S 49° 41' 37" E, 203.95 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 33° 40' 07", a radius of 200.00 feet, an arc length of 117.53 feet, whose chord bears S 65° 31' 40" E, 115.84 feet to a point for corner in said west line of said Moseley Road.

THENCE S 12° 44' 43" E, 317.71 feet with said west line of said Moseley Road to the PLACE OF BEGINNING and containing 1.611 acres of land.

SURVEY PLAT
5.216 ACRES IN THE
R. J. MOSELEY SURVEY A-803
DENTON COUNTY, TEXAS

4381 E. NORTH
DENTON, TEXAS 76207
(940) 382-4016
FAX (940) 387-9784
LANDMARK
SURVEYORS, L.L.C.
TX REG. REGISTRATION NO. 10096960
DRAWN BY: BTH, SCALE: 1"=40' DATE: LAURIST 2015 JOB NO.: 15334

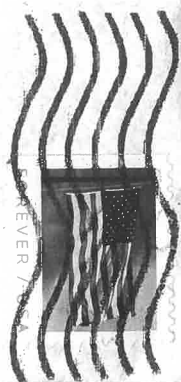


Steven Gillingham-Dunnell
William Seligson

Dealers, Makers, Restorers, Renters
Professional Violins, Violas, Cellos, and Bows
2201 Mosely Road, Cross Roads
Aubrey, Texas 76227
940.365.2309
www.luthershops.com

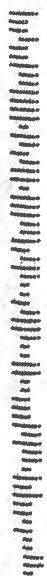


NORTH TEXAS TX P&DC
DALLAS TX 750
31 AUG 2022 PM 3 L



TOWN OF CROSS ROADS PLANNING & ZONING
COMMISSION AND CITY COUNCIL
3201 US HWY 380, STE 105
CROSS ROADS, TEXAS 76227

76227-978330



10/10/2022 10:10:10 AM

TOWN OF CROSS ROADS

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF CROSS ROADS, TEXAS, GRANTING A SPECIAL USE PERMIT FOR A COMMUNICATIONS TOWER AND ASSOCIATED ACCESSORY BUILDING WITH CONDITIONS, FOR PROPERTY LOCATED AT 2201 MOSELEY ROAD, CROSS ROADS, DENTON COUNTY, TEXAS DESCRIBED AS A 3.605 ACRE TRACT OF LAND IDENTIFIED AS TRACT 63 OF THE R.J. MOSELY SURVEY ABSTRACT NO. A0803A, TOWN OF CROSS ROADS, DENTON COUNTY, TEXAS; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 211 of the Texas Local Government Code empowers municipalities to enact zoning regulations and provide for their administration, enforcement and amendment; and

WHEREAS, the Town has previously deemed it necessary and desirable to adopt zoning regulations to providing for the orderly development of property within the Town, in order to promote the health, safety and welfare of the residents of the Town; and,

WHEREAS, the Cross Roads Code of Ordinances Chapter 14 Zoning constitutes the Town’s Zoning regulations and requires property to be zoned in accordance with proper designations as defined by the Town; and,

WHEREAS, the Planning and Zoning Commission of the Town of Cross Roads provided adequate notice and held a public hearing in accordance with Chapter 14 of the Cross Roads Code of Ordinances; and,

WHEREAS, the Planning and Zoning Commission of the Town of Cross Roads has recommended approval of the Special Use Permit 23022-0808-03SUP, to allow for a communications tower and associated accessory building, at the subject location with conditions; and,

WHEREAS, the Town Council of the Town of Cross Roads now desires to grant a Special Use Permit, as requested by applicant Barry Leming on behalf of owner Blanche Dillon for a communications tower and associated accessory structure at 2101 Moseley Road as described in Exhibit A and depicted in Exhibit B attached to this Ordinance.

WHEREAS, the Town Council finds that the passage of this Ordinance is in the best interest of the citizens of Cross Roads.

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

SECTION 1: That, all matters stated in the Recitals hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety

SECTION 2: That the subject location, being the located at 2101 Moseley Road; more specifically described in Exhibit A is hereby granted a Special Use Permit for a communications tower and associated accessory structure, subject to the following conditions:

1. Applicant provides engineer stamped drawings and foundation plans
2. Installation of a minimum 6-foot fence enclosure around the utility building and tower; and;
3. Setbacks from the rear and side yard property lines of feet.

SECTION 3: That this ordinance shall be cumulative of all provisions of the Town of Cross Roads, Texas, except where provisions of this Ordinance are in direct conflict with the provisions of such Ordinance, in which event, conflicted provisions of such Ordinance are hereby repealed.

SECTION 4: That it is hereby declared to be the intention of the Town Council of the Town of Cross Roads that phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and section of the Ordinance, since the same would have been enacted by the Town Council without incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph, and section.

SECTION 5: That this Ordinance shall become effective from and after its date of passage.

PASSED AND APPROVED ON THIS 19TH DAY OF SEPTEMBER, 2022

ATTEST:

Mayor

Town Secretary

APPROVED AS TO FORM:

Town Attorney

**EXHIBIT A
LEGAL DESCRIPTION**

BEING all that certain lot, tract, or parcel of land situated in the R. J. Moseley Survey Abstract Number 803 in Denton County, Texas, being a part of that certain tract of land conveyed by deed from Felix Hawkins, Jr. and wife, Shirley Hawkins to James Cundall and wife, Edwinia Cundall recorded in Volume 566, Page 458, Real Property Records, Denton County, Texas and being more particularly described as follows:

COMMENCING at a point for corner in the west line of Moseley Road, a public roadway and in the north line of that certain tract of land conveyed by deed from Bessie Jane Lantrip and Margaret Jean Powers to John R. Lynn III recorded in Volume 4858, Page 890, Real Property Records, Denton County, Texas, said point being the most southerly southwest corner of that certain tract of land conveyed by deed from Don V. Ingram to DVI Realty, Ltd. Recorded in Volume 5102, Page 3255, Real Property Records, Denton County, Texas;

THENCE N 85° 22' 26" W, 476.49 feet with said north line of said Lynn III tract to a point for PLACE OF BEGINNING;

THENCE N 85° 22' 26" W, 273.51 feet with said north line of said Lynn III tract to a point for corner at an inner ell of said DVI Realty tract;

THENCE N 04° 37' 34" E, 325.00 feet with an east line of said DVI Realty tract to an iron rod found for corner at an inner ell of said DVI Realty tract;

THENCE S 85° 22' 26" E, 648.33 feet with a south line of said DVI Realty tract to a point for corner in said west line of said Moseley Road;

THENCE S 12° 44' 43" E, 308.82 feet with said west line of said Moseley Road to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 33° 40' 07", a radius of 200.00 feet, an arc length of 117.53 feet, whose chord bears N 66° 31' 40" W, 115.84 feet to a point for corner,

THENCE N 49° 41' 37" W, 203.95 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 18° 53' 18", a radius of 218.00 feet, an arc length of 71.87 feet, whose chord bears N 59° 08' 16" W, 71.54 feet to a point for corner,

THENCE N 68° 34' 55" W, 24.86 feet to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 50° 35' 28", a radius of 25.00 feet, an arc length of 22.07 feet, whose chord bears N 43° 17' 11" W, 21.36 feet to a point for corner,

THENCE N 17° 59' 27" W, 22.50 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 144° 34' 47", a radius of 26.00 feet, an arc length of 65.61 feet, whose chord bears S 89° 43' 10" W, 49.54 feet to a point for corner,

THENCE S 17° 25' 46" W, 20.68 feet to a point for corner;

THENCE N 70° 46' 52" W, 21.41 feet to a point for corner;

THENCE S 05° 43' 00" W, 241.57 feet to the PLACE OF BEGINNING and containing 3.605 acres of land ; plus that certain ten (10) foot wide strip of land starting on the Southwest Corner of said 3.605 acres, more or less, to go West to 15 feet beyond U.S. Government Benchmark. as a permanent right of way to the U.S. Government land, as more particularly described in that certain deed from Felix Hawkins, Jr. and wife, Shirley Hawkins to James Cundall and wife, Edwinia Cundall recorded in Volume 566, Page 458, Real Property Records, Denton County, Texas;

Plus that certain easement for ingress and egress on the adjoining land on this date granted to Steven T. Cundall by Executor's Deed from PHILLIP STAGER, Executor, such easement tract being described as all that certain lot, tract, or parcel of land situated in the R. J. Moseley Survey Abstract Number 803 in Denton County, Texas, being a part of that certain tract of land conveyed by deed from Felix Hawkins, Jr. and wife, Shirley Hawkins to James Cundall and wife, Edwinia Cundall recorded in Volume 566, Page 458, Real Property Records, Denton County, Texas and being more particularly described as follows:

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THENCE N 12° 44' 43" W, 14.83 feet with said west line of said Moseley Road to a point for PLACE OF BEGINNING;

THENCE along the arc of a curve to the right having a central angle of 35° 09' 19", a radius of 216.00 feet, an arc length of 132.53 feet, whose chord bears N 67° 16' 16" W, 130.46 feet to a point for corner,

THENCE N 49° 41' 37" W, 203.95 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 18° 53' 18", a radius of 202.00 feet, an arc length of 66.59 feet, whose chord bears N 59° 08' 16" W, 66.29 feet to a point for corner,

THENCE N 68° 34' 55" W, 50.75 feet to a point for corner;

THENCE S 89° 55' 34" W, 31.56 feet to a point for corner;

THENCE N 70° 46' 52" W, 39.90 feet to a point for corner;

THENCE N 05° 43' 00" E, 16.46 feet to a point for corner;

THENCE S 70° 46' 52" E, 21.41 feet to a point for corner;

THENCE N 17° 25' 46" E, 20.68 feet to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 144° 34' 47", a radius of 26.00 feet, an arc length of 65.61 feet, whose chord bears S 89° 43' 10" E, 49.54 feet to a point for corner,

THENCE S 17° 59' 27" E, 22.50 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 50° 35' 28" , a radius of 25.00 feet, an arc length of 22.07 feet, whose chord bears S 43° 17' 11" E, 21.36 feet to a point for corner,

THENCE S 68° 34' 55" E, 24.86 feet to a point for corner;

THENCE along the arc of a curve to the right having a central angle of 18° 53' 18", a radius of 218.00 feet, an arc length of 71.87 feet, whose chord bears S 59° 08' 16" E, 71.54 feet to a point for corner,

THENCE S 49° 41' 37" E, 203.95 feet to a point for corner;

THENCE along the arc of a curve to the left having a central angle of 33° 40' 07", a radius of 200.00 feet, an arc length of 117.53 feet, whose chord bears S 66° 31' 40" E, 115.84 feet to a point for corner in said west line of said Moseley Road,

THENCE S 12° 44' 43" E, 16.88 feet with said west line of said Moseley Road to the PLACE OF BEGINNING and containing 0.242 acres of land.

EXHIBIT B DEPICTION

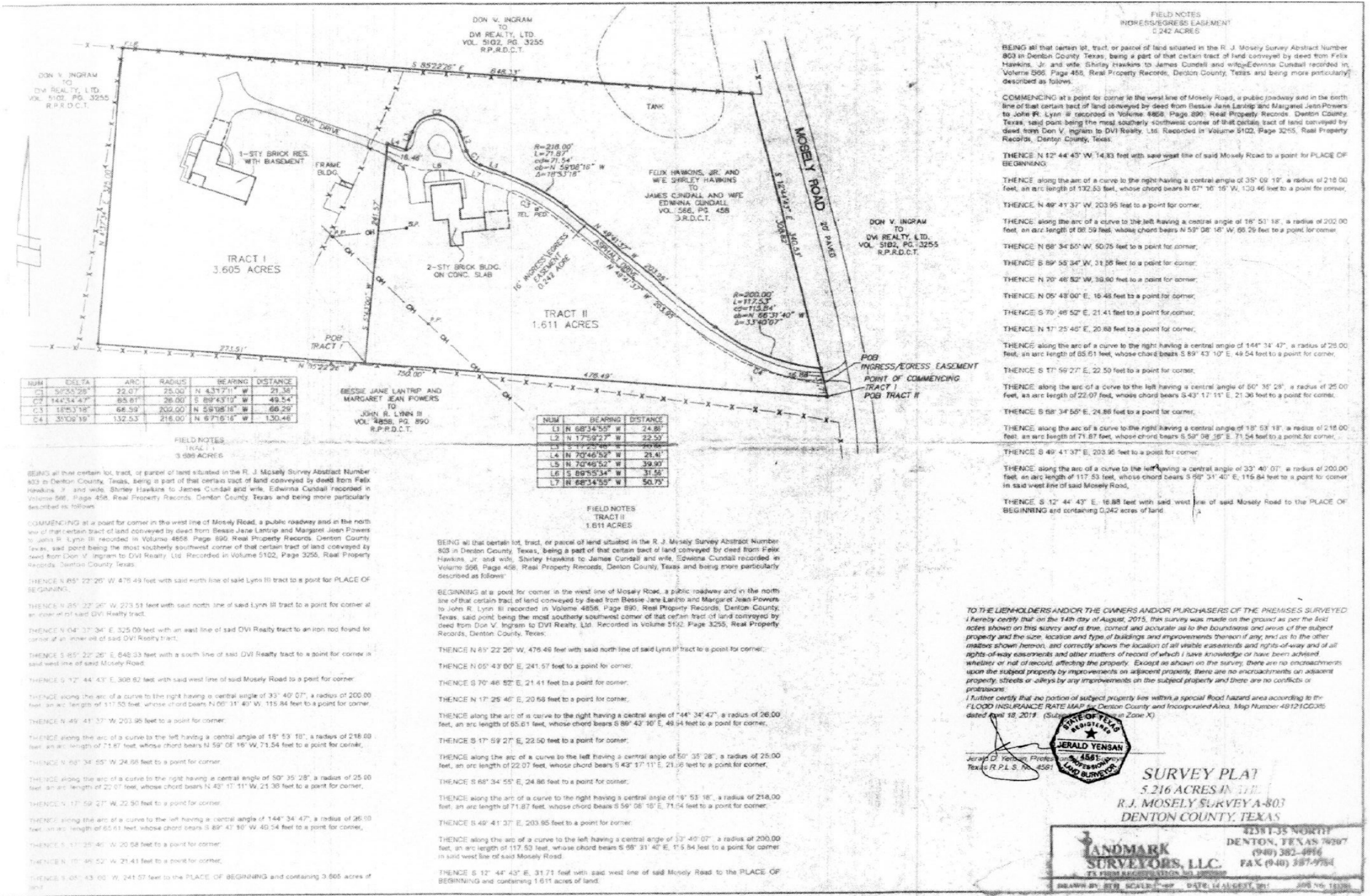
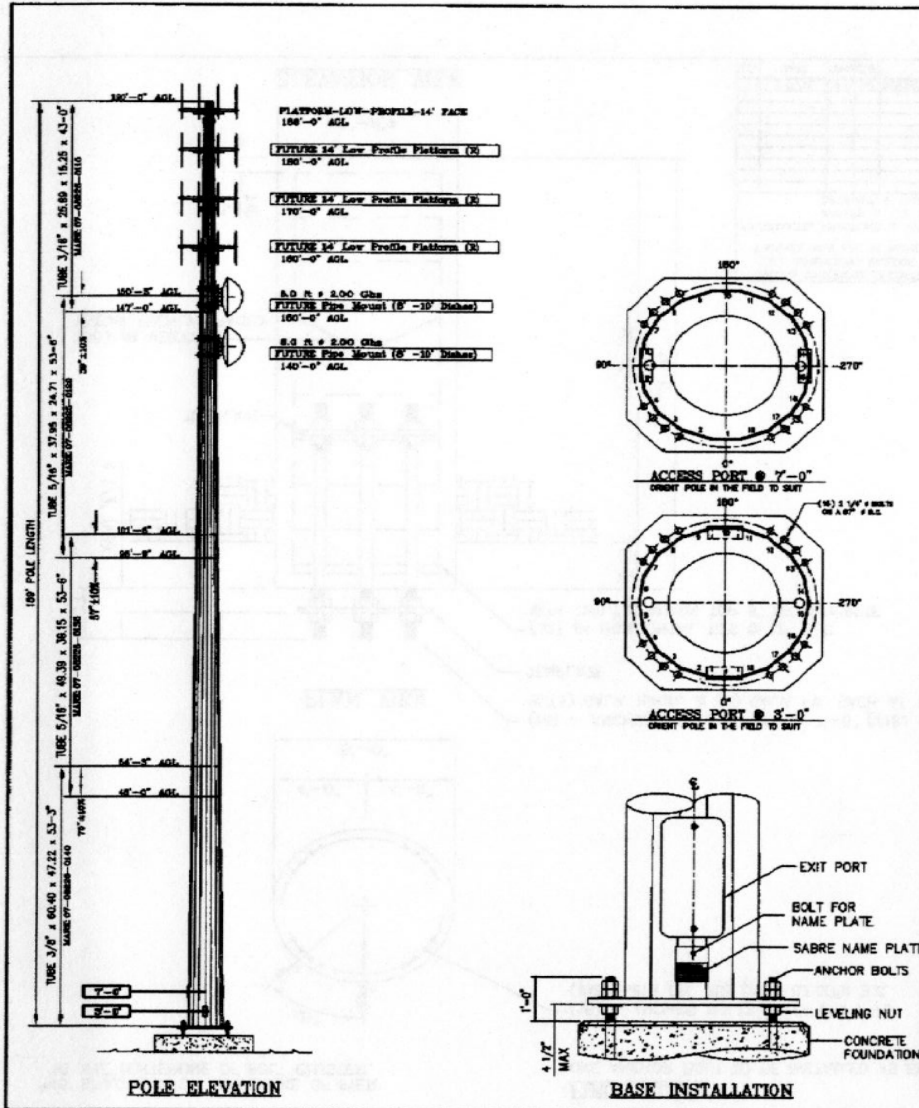


EXHIBIT C TOWER DETAILS

NOTICE: ALL PARTS ARE TO BE INVENTORIED AND ANY SHORTAGES REPORTED WITHIN 48 HOURS OF DELIVERY. SHORTAGES REPORTED AFTER THIS TIME PERIOD WILL BE CHARGED TO THE CONTRACTOR.

CALL 800/369-6690 ASK FOR THE CONTRACTS DEPARTMENT



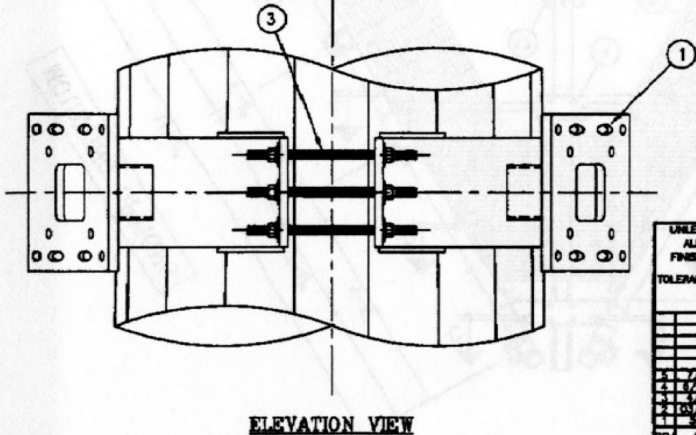
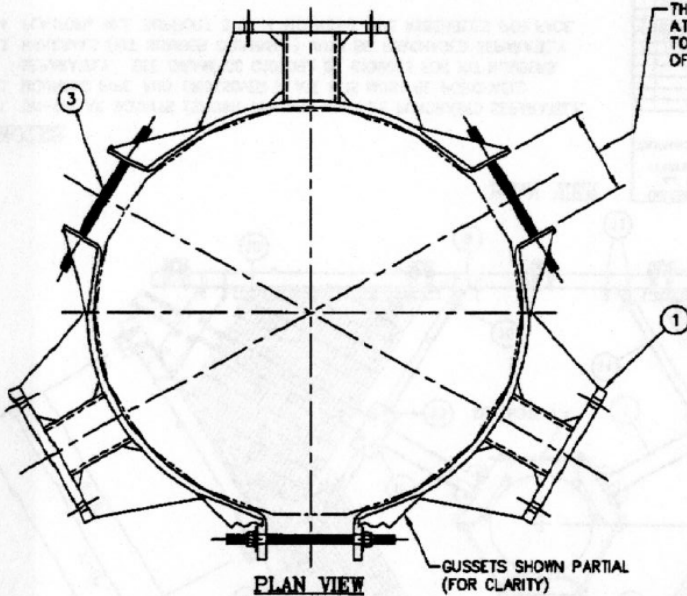
DRAWING LIST

MONOPOLE ERECTION	07-08225-MM
MONOPOLE FOUNDATION(S)	07-08225-F1 07-08225-F2
MONOPOLE FABRICATION	07-08225-C1
MOUNTS: TRI-COLLAR 12"-54"	C10112
14' Low Profile Platform (R)	C10116501 C109092
LIGHTNING-ROD-CCS 3/4" X 8' LIGHTNING ROD & STIF	C30986
EIA-GROUNDING-KIT-MONOPOLE	C30150010
BILL OF MATERIALS	BOM-1

BOLT INSTALLATION DETAILS

- INSTALLATION OF BOLTS: BOLTS FOR TOWERS AND ANTENNAS SHALL BE INSTALLED WITH THE NUTS FACING TO THE OUTSIDE AND/OR TO THE TOP OF THE TOWER, UNLESS PROHIBITED BY LACK OF CLEARANCE.
- TIGHTENING OF BOLTS: (BASED ON SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS).
 - SHEAR/BEARING CONNECTIONS: BOLTS IN CONNECTIONS NOT SUBJECT TO TENSION LOADS (SUCH AS BRACING BOLTS AND MOST ANTENNA MOUNT BOLTS) SHALL BE INSTALLED IN PROPERLY ALIGNED HOLES, BUT NEED ONLY BE TIGHTENED TO THE SNUG TIGHT CONDITION. THE SNUG TIGHT CONDITION IS DEFINED AS THE TIGHTNESS THAT EXISTS WHEN ALL PLIES IN A JOINT ARE IN FIRM CONTACT. THIS MAY BE ATTAINED BY A FEW IMPACTS OF AN IMPACT WRENCH OR THE FULL EFFORT OF A MAN USING AN ORDINARY SPUD WRENCH.
 - DIRECT TENSION CONNECTIONS: CONNECTIONS SUBJECT TO DIRECT TENSION (SUCH AS LEG SPLICE BOLTS) SHALL BE INSTALLED IN PROPERLY ALIGNED HOLES AND TIGHTENED BY THE TURN-OF-NUT TIGHTENING METHOD. TURN-OF-NUT TIGHTENING METHOD: BOLTS SHALL BE INSTALLED IN ALL HOLES OF THE CONNECTION AND BROUGHT TO A SNUG-TIGHT CONDITION (DEFINED ABOVE). FOLLOWING THIS INITIAL OPERATION, ALL BOLTS IN THE CONNECTION SHALL BE TIGHTENED FURTHER BY THE FOLLOWING AMOUNT OF ROTATION.
 - FOR BOLT LENGTH UP TO AND INCLUDING 4 DIAMETERS: 1/3 TURN
 - FOR BOLT LENGTH OVER 4 DIAMETERS BUT LESS THAN 8 DIAMETERS: 1/2 TURN
 - FOR BOLT LENGTH OVER 8 DIAMETERS BUT NOT EXCEEDING 12 DIAMETERS: 2/3 TURN
- NUT LOCKING DEVICE: ALL NUTS SHALL BE EQUIPPED WITH SOME TYPE OF NUT LOCKING DEVICE. SEE THE INDIVIDUAL DRAWINGS FOR THE TYPE OF NUT LOCKING DEVICE TO BE USED FOR EACH INDIVIDUAL APPLICATION.

<p>UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES</p> <p>TOLERANCES: FRACTIONS ± 1/16" DECIMALS ± 0.015" DIMENSIONS > 2.00"</p>	<p>NATURAL TOLERANCES DO NOT APPLY TO RAW MATERIAL</p>	<p>Sabre Communications Corporation</p>	<p>US CELLULAR CORP Prairie Grove South, IL 8831244 190.00 MONOPOLE</p>
<p>CONFIDENTIAL This Document and the information contained herein is the confidential trade secret property of Sabre Communication Corporation ("Sabre") and must not be reproduced, copied or used, in whole or in part, for any purpose without the prior written consent of Sabre. ©2008 Sabre Communications Corporation. All rights reserved.</p>		<p>JOB 07-08225</p> <p>DATE 22Aug08</p> <p>DRAWN BY DLK</p> <p>CHECKED BY JKV</p>	<p>SIZE B</p> <p>DRAWING NO. 07-08225-MM</p> <p>REV 1</p> <p>SCALE N.T.S.</p> <p>PAGE 1 of 1</p>



VARIOUS TRI-COLLAR BRACKET KITS					
ITEM	KIT NO.	PART NO.	QTY.	DESCRIPTION	WEIGHT
1.	C10112001	CW00001	3	COLLAR MOUNT WELDMENT 12" TO 18" DIA. POLE	143.1#
	C10112002	CW00002	3	COLLAR MOUNT WELDMENT 18" TO 24" DIA. POLE	183.6#
	C10112003	CW00003	3	COLLAR MOUNT WELDMENT 24" TO 30" DIA. POLE	215.7#
	C10112004	CW00004	3	COLLAR MOUNT WELDMENT 30" TO 36" DIA. POLE	242.4#
	C10112005	CW00005	3	COLLAR MOUNT WELDMENT 36" TO 42" DIA. POLE	271.2#
	C10112006	CW00006	3	COLLAR MOUNT WELDMENT 42" TO 48" DIA. POLE	297.3#
	C10112007	CW00007	3	COLLAR MOUNT WELDMENT 48" TO 54" DIA. POLE	322.8#
2.	CK00014	----	1	HARDWARE KIT	12.0#

CK00014 HARDWARE KIT LIST OF MATERIAL				
ITEM	PART NO.	QTY.	DESCRIPTION	WEIGHT
3.	C40089002	9	ASTM A193 GR B7 GALV THR'D ROD ASSEMBLY 5/8 X 12	12.0#

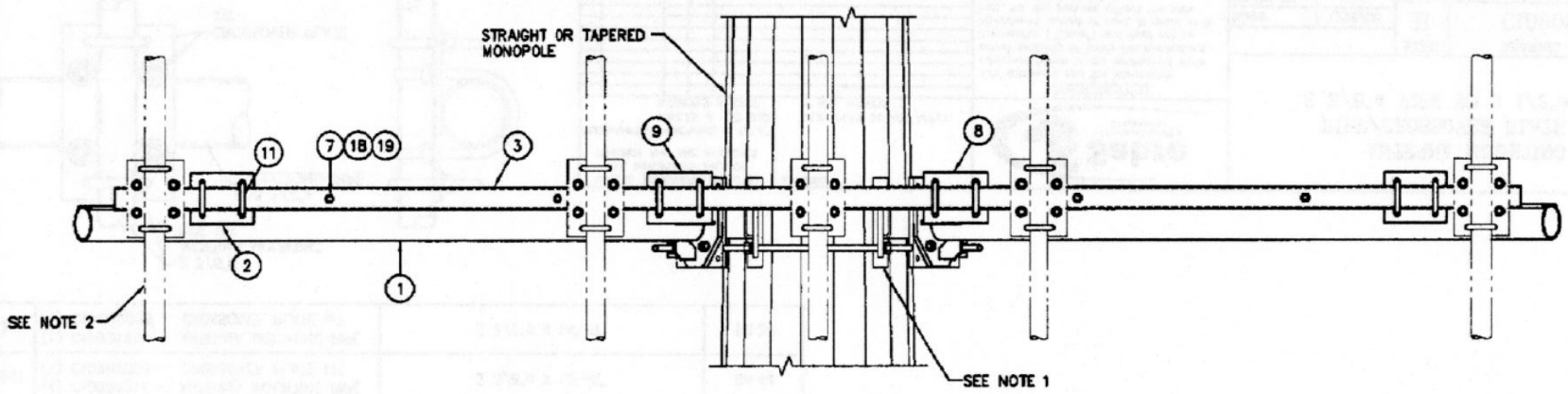
CIRCUMFERENCE TO DIAMETER REFERENCE CHART		
CIRCUMFERENCE	DIAMETER	KIT NO.
37 11/16" TO 56 9/16"	12" TO 18"	C10112001
56 9/16" TO 75 3/8"	18" TO 24"	C10112002
75 3/8" TO 94 1/4"	24" TO 30"	C10112003
94 1/4" TO 113 1/8"	30" TO 36"	C10112004
113 1/8" TO 131 15/16"	36" TO 42"	C10112005
131 15/16" TO 150 13/16"	42" TO 48"	C10112006
150 13/16" TO 169 5/8"	48" TO 54"	C10112007

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL:
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"		TOLERANCES DO NOT APPLY TO RAW MATERIAL.
REV	DATE	DESCRIPTION

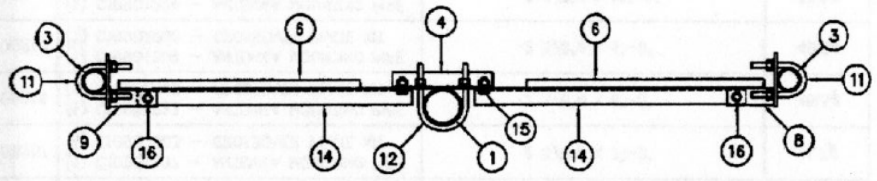


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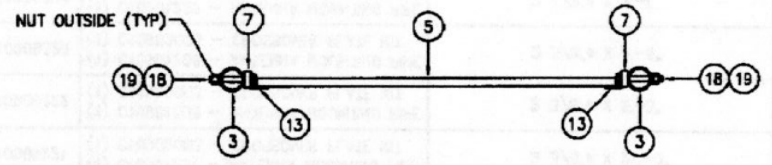
MULTI PURPOSE TRI-COLLAR BRACKET ASSEMBLY FOR MONOPOLES (12" TO 54" DIA.)			
DATE	6/20/00	SIZE	B
DRAWN BY	BCT	DRAWING NO.	C10112
CHECKED BY	KLE/DLW	REV	5
		SCALE	None
		PAGE	1 OF 1



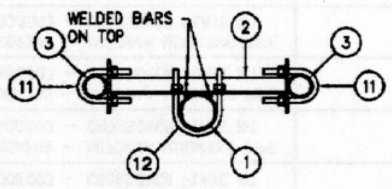
ELEVATION VIEW



SECTION A-A



SECTION B-B



SECTION C-C

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL:	
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .012"		TOLERANCES DO NOT APPLY TO RAW MATERIAL	
REV	DATE	DRW/CHK	DESCRIPTION

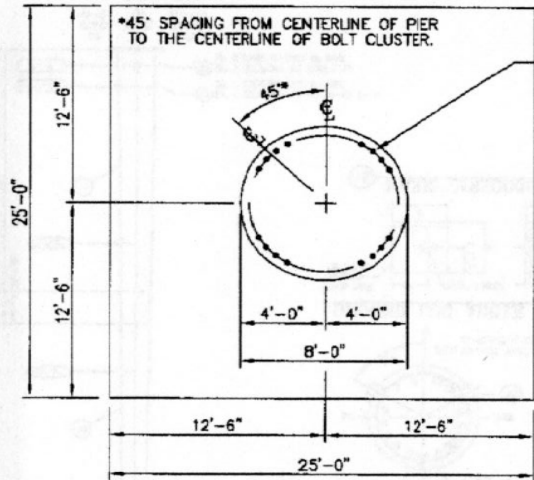


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**14' FACE LOW PROFILE PLATFORM
(FITS 12" TO 36" O.D. MONOPOLES)
14'-0" MAXIMUM ANTENNA SEPARATION**

DATE	06/01/05	SIZE	B	DRAWING NO.	C10118501	REV	4
DRAWN BY	WRF	SCALE	None	PAGE	2 OF 2		
CHECKED BY	WMN						

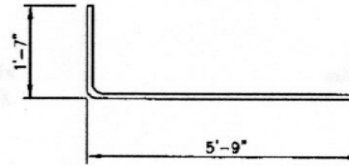
FIELD NOTE:
ONE ANCHOR BOLT TO BE INSTALLED AS SHOWN



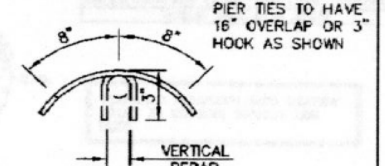
(16) - ANCHOR BOLTS 2 1/4"φ X 7'-0" (#18J A615 GR. 75) ON A 67"φ B.C.

TOP & BOTTOM TEMPLATES
PART NO.: 07-08225-9001

REINFORCING STEEL SCHEDULE							
LOCATION	NO REQ'D	BAR SPC'G.	SIZE	CUT LGTH	TOTAL LGTH	TOTAL WT.	SHAPE
PAD HORIZONTAL REINFORCING	148	NOTED ON DWG.	#8	24'-6"	3626'-0"	9681 LBS.	STRAIGHT
PIER VERTICAL REINFORCING	38	NOTED ON DWG.	#9	7'-4"	278'-8"	947 LBS.	SEE REBAR DETAIL
PIER TIES	7	NOTED ON DWG.	#4	24'-10"	173'-10"	116 LBS.	
TOTAL REBAR WT.						10744 LBS.	



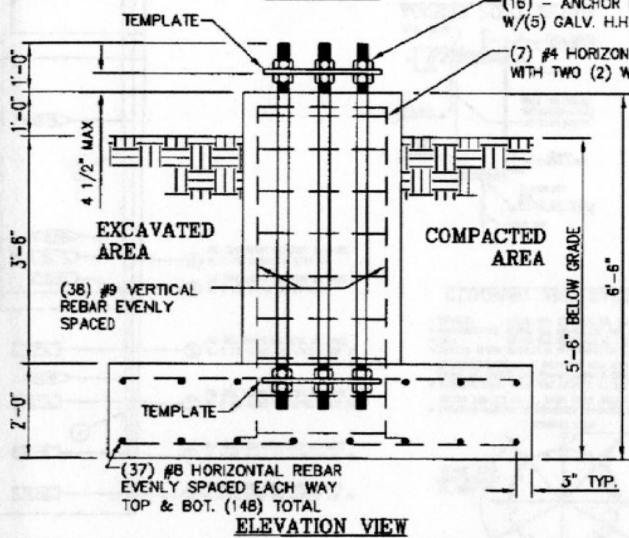
REBAR DETAIL "A"



PIER TIE HOOK DETAIL

PIER TIES TO HAVE 16" OVERLAP OR 3" HOOK AS SHOWN

PLAN VIEW



ELEVATION VIEW

GENERAL NOTES:

1. ALL ANCHOR BOLTS AND VERTICAL REINFORCING BARS ARE TO BE SECURELY TIED BEFORE CONCRETE IS PLACED SO THEY WILL REMAIN PARALLEL TO THE CENTERLINE OF THE PIER.
2. THE GROUND ELEVATION SHALL BE A MAXIMUM OF 1'-0" BELOW THE TOP OF THE PIER.
3. ALL EXPOSED CONCRETE CORNERS ARE TO BE CHAMFERED 3/4 INCH.
4. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60 DEFORMED BARS.
5. CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4000 PSI, IN ACCORDANCE WITH ACI 318-05.
6. REINFORCING STEEL TO HAVE A 3" MINIMUM CONCRETE COVER.
7. FOUNDATION DESIGN IS BASED ON THE GEOTECHNICAL REPORT BY ECS ILLINOIS, LLC, PROJECT NO. 16: 7834, DATED 1/20/10.
8. ANCHOR BOLTS 2 1/4" X 7'-0" #18J A615 GR. 75 ON A 67"φ BOLT CIRCLE (16 REQ'D).
9. CONCRETE REQUIRED 54.67 CUBIC YARDS.
10. SEE THE GEOTECHNICAL REPORT FOR COMPACTION REQUIREMENTS, IF SPECIFIED.

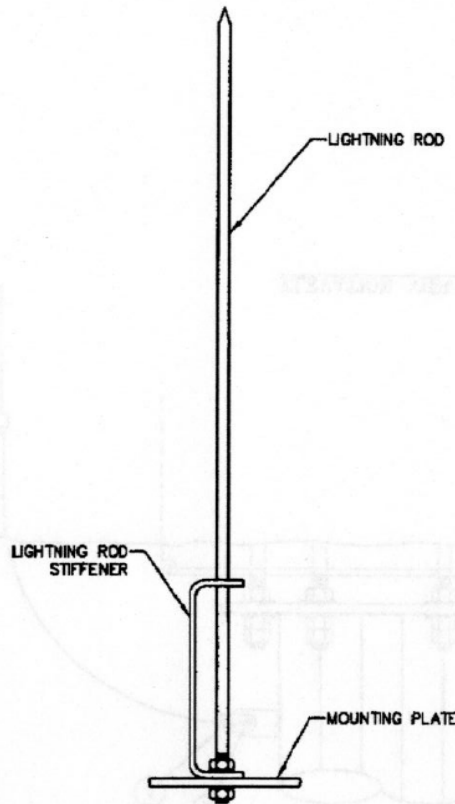
UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL:	
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"		TOLERANCES DO NOT APPLY TO RAW MATERIAL	
REV	DATE	DRW/CHK	DESCRIPTION



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US CELLULAR CORP
PRAIRIE GROVE SOUTH, IL #8631244
190.00 MONOPOLE

JOB NO. 07-08225	SIZE B	DRAWING NO. 07-08225-F2	REV 0
DATE 2/1/10	DRAWN BY JKW	CHECKED BY WJ	SCALE None
07-08225-E		PAGE 1 OF 1	



ELEVATION

LIGHTNING ROD/STIFFENER KITS				
KIT NUMBER	LIGHTNING ROD	LIGHTNING ROD DIMENSIONS	STIFFENER	KIT WEIGHT LBS.
C30986010	C30086010	5/8" x 2'-0"	CS00675	8
C30986011	C30086011	5/8" x 3'-0"	CS00675	10
C30986001	C30086001	5/8" x 4'-0"	CS00675	10
C30986008	C30086008*	5/8" x 4'-0"	CS00675	10
C30986005	C30086005	5/8" x 5'-0"	CS00675	11
C30986006	C30086006	5/8" x 6'-0"	CS00675	11
C30986002	C30086002	5/8" x 8'-0"	CS00675	13
C30986009	C30086009	5/8" x 12'-0"	CS00675	23
C30986007	C30086007	3/4" x 6'-0"	CS00676	12
C30986003	C30086003	3/4" x 8'-0"	CS00676	19
C30986004	C30086004	3/4" x 10'-0"	CS00676	22
C30986012	C30086012	3/4" x 13'-0"	CS00676	22
C30986013	C30086013	3/4" x 15'-0"	CS00676	28
C30986014	C30086014	3/4" x 20'-0"	CS00676	36

*THIS LIGHTNING ROD IS STAINLESS STEEL

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL:	
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"		TOLERANCES DO NOT APPLY TO RAW MATERIAL	
REV	DATE	DRW/CHK	DESCRIPTION



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LIGHTNING ROD/STIFFENER KITS			
DATE	7/11/06	SIZE	B
DRAWN BY	DLK	DRAWING NO.	C30986
CHECKED BY	RWM	SCALE	None
		REV	0
		PAGE	1 OF 1

Meeting Date:
September 19, 2022

Agenda Item:
CONDUCT A PUBLIC HEARING, discuss, and consider items related to the Fiscal Year 2022-2023 budget.

Prepared by:
Kristi Gilbert, Town Administrator

Description:
Enclosed for Council reference is the final version of the Proposed FY 2023 Budget. The budget includes some changes primarily related to the timing of capital police expenditures that were approved for FY 2022 and for timing of road construction and the Tipps Road culvert project. This was also reflected in the FY 2022 budget amendment included on the consent agenda.

For reference purposes, a budget report generated from FundView, the Town's accounting software, has also been included.

Recommendation:
Staff recommends approval of the FY 2023 Budget as presented.

Attachments:
Proposed Budget Ordinance - All Funds
FundView Budget Report
Summary of Proposed FY 2023 Transfers and Ending Fund Balance

TOWN OF CROSS ROADS

ORDINANCE NO. 2022-____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF CROSS ROADS, TEXAS, ADOPTING THE BUDGET FOR THE 2022-2023 FISCAL YEAR; PROVIDING THAT THE BUDGET TO BE KEPT IN TOWN SECRETARY'S OFFICE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council conducted a public hearing on the Fiscal Year 2022-2023 budget at a meeting conducted on September 19, 2022 where all interested persons were given an opportunity to be heard for or against any item therein; and,

WHEREAS, as required by Texas Local Government Code 102.002, the budget officer has prepared a municipal budget to cover the proposed expenditures of the municipal government for the succeeding year; and,

WHEREAS, the Town Council finds that the passage of this Ordinance is in the best interest of the citizens of Cross Roads.

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

SECTION 1: That, all matters stated in the Recitals hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety

SECTION 2: That the Council hereby adopts the budget for the fiscal year beginning October 1, 2022, and ending September 30, 2023 as shown in *Exhibit "A."*

SECTION 4. That a copy of the official adopted 2022-2023 budget documents shall be kept on file in the office of the Town Secretary

SECTION 5: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 6: That this Ordinance shall become effective from and after its date of passage.

PASSED AND APPROVED ON THIS 19th DAY OF SEPTEMBER 2022.

Mayor

ATTEST:

Town Secretary

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A
FY 2022-2023 BUDGET

100 - GENERAL FUND SUMMARY

Category	FY 23
REVENUES - GENERAL FUND - 100	
Sales Tax	\$ 3,419,000.00
Franchise Taxes	\$ 166,750.00
Licenses & Permits	\$ 335,000.00
Court Revenue	\$ 190,000.00
Fines & Fees	\$ 20,000.00
Contributions	\$ 22,250.00
Investment Income	\$ 5,000.00
Miscellaneous	\$ -
Intergovernmental	\$ -
Transfers	\$ -
TOTAL REVENUES - GENERAL FUND	\$ 4,158,000.00

EXPENSES - GENERAL FUND - 100	
ADMINISTRATION - 110	
Personnel and Benefits	\$ 617,780.00
Supplies	\$ 10,950.00
Contractual Services	\$ 867,904.00
Maintenance	\$ 8,300.00
Capital Outlay	\$ 6,500.00
Subtotal	\$ 1,511,434.00

MUNICIPAL COURT - 210	
Personnel and Benefits	\$ 10,255.25
Supplies	\$ 7,350.00
Contractual Services	\$ 24,000.00
Capital Outlay	\$ -
Subtotal	\$ 41,605.25

POLICE -310	
Personnel and Benefits	\$ 1,272,168.00
Supplies	\$ 63,300.00
Contractual Services	\$ 154,100.00
Maintenance	\$ 41,000.00
Subtotal	\$ 1,530,568.00

PARKS & RECREATION - 410	
Contractual Services	\$ 13,990.00
Maintenance	\$ 18,000.00
Subtotal	\$ 31,990.00

100 - GENERAL FUND SUMMARY

Category	FY 23
COMMUNITY DEVELOPMENT - 510	
Contractual Services	\$ 2,000.00
Subtotal	\$ 2,000.00
INSPECTIONS - 520	
Contractual Services	\$ 21,500.00
Subtotal	\$ 21,500.00
PUBLIC WORKS - 610	
Contractual Services	\$ 99,100.00
Subtotal	\$ 99,100.00
TOTAL OPERATING EXP - GEN. FUND	\$ 3,238,197.25
 Net Operating Income	 \$ 919,802.75

OTHER FUNDS SUMMARY

FUND	FY 23
LEGAL CONTINGENCY FUND - 150	
REVENUES	
Investment Income	\$ 1,200.00
Transfers	\$ -
TOTAL REVENUES	\$ 1,200.00
EXPENSES	
Contractual Services	\$ -
Capital Outlay	\$ -
TOTAL EXPENSES	\$ -
MUNICIPAL DEVELOPMENT DISTRICT - 210	
REVENUES	
Sales Tax	\$ 500,000.00
Investment Income	\$ 1,750.00
Miscellaneous	\$ 15,000.00
Other	\$ -
Transfers	\$ -
TOTAL REVENUES	\$ 516,750.00
EXPENSES	
Contractual Services	\$ 132,100.00
Maintenance	\$ 40,000.00
Debt Service	\$ 50,019.28
Capital Outlay	\$ -
TOTAL EXPENSES	\$ 222,119.28
COURT TECHNOLOGY - 240	
REVENUES	
Court Revenue	\$ 7,500.00
Investment Income	\$ -
TOTAL REVENUES	\$ 7,500.00
EXPENSES	
Municipal Court	\$ 9,500.00
Capital Outlay	\$ -
TOTAL EXPENSES	\$ 9,500.00

OTHER FUNDS SUMMARY

FUND	FY 23
COURT SECURITY - 241	
REVENUES	
Court Revenue	\$ 5,625.00
Investment Income	\$ -
TOTAL REVENUES	\$ 5,625.00
EXPENSES	
Municipal Court	\$ 4,500.00
Contractual Services	\$ 500.00
Capital Outlay	\$ -
TOTAL EXPENSES	\$ 5,000.00
TRUANCY - 242	
REVENUES	
Court Revenue	\$ 5,625.00
TOTAL REVENUES	\$ 5,625.00
EXPENSES	
Municipal Court	\$ -
TOTAL EXPENSES	\$ -
JURY - 243	
REVENUES	
Court Revenue	\$ 100.00
TOTAL REVENUES	\$ 100.00
EXPENSES	
Municipal Court	\$ -
TOTAL EXPENSES	\$ -
LEOSE - 260	
REVENUES	
Investment Income	\$ -
Intergovernmental	\$ 1,100.00
TOTAL REVENUES	\$ 1,100.00
EXPENSES	
Contractual Services	\$ 1,100.00
TOTAL EXPENSES	\$ 1,100.00

OTHER FUNDS SUMMARY

FUND	FY 23
POLICE DONATIONS - 265	
REVENUES	
Contributions	\$ 1,700.00
Donations	\$ -
Intergovernmental	\$ -
TOTAL REVENUES	\$ 1,700.00
EXPENSES	
Supplies	\$ 11,000.00
Grants	\$ -
Capital Outlay	\$ -
TOTAL EXPENSES	\$ 11,000.00
CAPITAL IMPROVEMENTSS - 310	
REVENUES	
Investment Income	\$ 3,140.00
Contributions	\$ -
Transfers	\$ -
TOTAL REVENUES	\$ 3,140.00
EXPENSES	
Contractual Services	\$ -
Capital Outlay	\$ 75,000.00
TOTAL EXPENSES	\$ 75,000.00
PARK IMPROVEMENTS - 320	
REVENUES	
Fines	\$ -
Investment Income	\$ -
Intergovernmental	\$ -
Donations	\$ -
Transfers	\$ -
TOTAL REVENUES	\$ -
EXPENSES	
Contractual Services	\$ 30,000.00
Capital Outlay	\$ -
TOTAL EXPENSES	\$ 30,000.00

OTHER FUNDS SUMMARY

FUND	FY 23
VEHICLE & EQUIPMENT REPLACEMENT - 330	
REVENUES	
Investment Income	\$ -
Miscellaneous	\$ 20,000.00
Other	\$ -
Transfers	\$ 75,000.00
TOTAL REVENUES	\$ 95,000.00
EXPENSES	
Capital Outlay	\$ 190,000.00
TOTAL EXPENSES	\$ 190,000.00
PUBLIC SAFETY BUILDING FUND - 350	
REVENUES	
Investment Income	\$ 1,372.52
Contributions	\$ -
Transfers	\$ -
TOTAL REVENUES	\$ 1,372.52
EXPENSES	
Contractual Services	\$ -
Capital Outlay	\$ -
TOTAL EXPENSES	\$ -
ROAD IMPROVEMENT FUND - 370	
REVENUES	
Investment Income	\$ 2,972.79
Intergovernmental	\$ -
Contributions	\$ -
Transfers	\$ 585,860.00
TOTAL REVENUES	\$ 588,832.79
EXPENSES	
Contractual Services	\$ 290,000.00
Capital Outlay	\$ 940,000.00
TOTAL EXPENSES	\$ 1,230,000.00

OTHER FUNDS SUMMARY

FUND	FY 23
PID #1 VILLAGES - 400	
REVENUES	
Assessment Income	\$ 100,405.10
Investment Income	\$ 200.00
TOTAL REVENUES	\$ 100,605.10
EXPENSES	
Contractual Services	\$ 100,000.00
Capital Outlay	\$ -
TOTAL EXPENSES	\$ 100,000.00
COVID - 510	
REVENUES	
Investment Income	\$ 1,500.00
Intergovernmental Transfers	\$ 187,821.00
Transfers	\$ -
TOTAL REVENUES	\$ 189,321.00
EXPENSES	
Contractual Services	\$ -
Grants	\$ -
Capital Outlay	\$ 194,036.41
TOTAL EXPENSES	\$ 194,036.41

100 - GENERAL FUND DETAIL

Account #	Account Description	Category	FY 23
REVENUES - GENERAL FUND - 100			
100-40100	Sales Tax Revenue	Sales Tax	\$ 3,400,000.00
100-40110	Mixed Beverage Tax Revenue	Sales Tax	\$ 19,000.00
	Subtotal	Sales Tax	\$ 3,419,000.00
100-40120	Franchise Tax Telecom	Franchise Taxes	\$ 3,500.00
100-40121	Franchise Tax Waste	Franchise Taxes	\$ 24,750.00
100-40122	Franchise Tax Electric	Franchise Taxes	\$ 99,500.00
100-40123	Franchise Tax Gas	Franchise Taxes	\$ 20,000.00
100-40124	Franchise Tax Mustang SUD	Franchise Taxes	\$ 19,000.00
	Subtotal	Franchise Taxes	\$ 166,750.00
100-40200	Development/Platting/Permit Fees	Licenses & Permits	\$ 47,500.00
100-40201	Infrastructure Inspection Fees	Licenses & Permits	\$ 68,000.00
100-40202	Residential Bldg Permits and Inspections	Licenses & Permits	\$ 90,000.00
100-40203	Commercial Bldg Permits and Inspections	Licenses & Permits	\$ 100,000.00
100-40204	Septic Permits and Fees	Licenses & Permits	\$ 8,500.00
100-40206	Health Inspection and Fees	Licenses & Permits	\$ 17,000.00
100-40207	Alcohol Permit/License	Licenses & Permits	\$ 1,200.00
100-40208	Signs Permit and Fees	Licenses & Permits	\$ 2,800.00
	Subtotal	Licenses & Permits	\$ 335,000.00
100-40210	Municipal Court Fines	Court Revenue	\$ 190,000.00
	Subtotal	Court Revenue	\$ 190,000.00
100-40300	Administrative Fees	Fines & Fees	\$ 17,500.00
100-40301	Administrative Fees-Unpermitted Tree Kill Fine	Fines & Fees	\$ -
100-40314	Credit Card Processing Fee	Fines & Fees	\$ 2,500.00
	Subtotal	Fines & Fees	\$ 20,000.00
100-40304	MDD Contribution	Contributions	\$ 22,250.00
100-40500	Developer Contributions	Contributions	\$ -
	Subtotal	Contributions	\$ 22,250.00
100-40306	Interest Revenue	Investment Income	\$ 5,000.00
	Subtotal	Investment Income	\$ 5,000.00
100-40315	Miscellaneous Income	Miscellaneous	\$ -
100-40320	Pass Through Income	Miscellaneous	\$ -
	Subtotal	Miscellaneous	\$ -
100-40910	Transfers In	Transfers	\$ -
	Subtotal	Transfers	\$ -
TOTAL REVENUES - GENERAL FUND			\$ 4,158,000.00

100 - GENERAL FUND DETAIL

Account #	Account Description	Category	FY 23
EXPENSES - GENERAL FUND - 100			
ADMINISTRATION - 110			
100-110-51101	Payroll Expenses: Wages	Personnel and Benefits	\$ 481,000.00
100-110-51102	Overtime	Personnel and Benefits	\$ 500.00
100-110-51105	Longevity Pay	Personnel and Benefits	\$ 5,950.00
100-110-51109	Auto Allowance	Personnel and Benefits	\$ 1,800.00
	Payroll Expenses: Company Contributions:		
100-110-51210	Retirement	Personnel and Benefits	\$ 38,480.00
100-110-51215	Payroll Expenses: Taxes	Personnel and Benefits	\$ 37,750.00
100-110-51216	Employee Health Benefits	Personnel and Benefits	\$ 48,450.00
100-110-51220	Workers Compensation	Personnel and Benefits	\$ 2,000.00
100-110-51230	Unemployment	Personnel and Benefits	\$ 1,600.00
100-110-51250	Mileage Reimbursements-Non Tax	Personnel and Benefits	\$ 150.00
100-110-51255	Miscellaneous Reimbursements	Personnel and Benefits	\$ 100.00
	Subtotal	Personnel and Benefits	\$ 617,780.00
100-110-52014	Office Supplies	Supplies	\$ 7,500.00
100-110-52030	Postage	Supplies	\$ 1,250.00
100-110-52100	Minor Tools and Equipment	Supplies	\$ 2,200.00
	Subtotal		\$ 10,950.00
100-110-53001	Accounting and Auditing Fees	Contractual Services	\$ 15,000.00
100-110-53002	Advertising and Promotion	Contractual Services	\$ 12,000.00
100-110-53004	Software	Contractual Services	\$ 28,000.00
100-110-53006	Codification Services	Contractual Services	\$ 3,250.00
100-110-53007	Administrative Expenses	Contractual Services	\$ -
100-110-53010	Property and Liability Insurance	Contractual Services	\$ 3,000.00
100-110-53012	Legal Fees	Contractual Services	\$ 75,000.00
100-110-53015	Dues and Subscriptions	Contractual Services	\$ 1,000.00
100-110-53016	Public Notices/Dues	Contractual Services	\$ 1,000.00
100-110-53022	Training and Travel	Contractual Services	\$ 14,000.00
100-110-53028	Lovetts 380 Agreement	Contractual Services	\$ -
100-110-53030	PayPal Charge	Contractual Services	\$ 2,500.00
100-110-53045	Lease and CAM Pmts - Town Hall	Contractual Services	\$ 68,900.00
100-110-53050	Careflite Services	Contractual Services	\$ 2,400.00
100-110-53055	City of Aubrey Library Fund	Contractual Services	\$ 10,000.00
100-110-53080	Engineering Services	Contractual Services	\$ 62,500.00
100-110-53083	Professional Services	Contractual Services	\$ 83,500.00
100-110-53110	Utilities	Contractual Services	\$ 6,750.00
100-110-53225	Interlocal Fire	Contractual Services	\$ 452,300.00
100-110-53610	Election Expense	Contractual Services	\$ 6,500.00
100-110-53800	Sales Tax Overpmt 12/21 to 5/25 Payback	Contractual Services	\$ 20,304.00
	Subtotal	Contractual Services	\$ 867,904.00
100-110-54010	Building Maintenance/Cleaning	Maintenance	\$ 6,000.00
100-110-54020	Vehicles Maintenance	Maintenance	\$ 2,300.00
	Subtotal	Maintenance	\$ 8,300.00

100 - GENERAL FUND DETAIL

Account #	Account Description	Category	FY 23
100-110-58007	Capital Improvements	Capital Outlay	\$ 6,500.00
	Subtotal	Capital Outlay	\$ 6,500.00
ADMINISTRATION - 110		TOTAL	\$ 1,511,434.00
MUNICIPAL COURT - 210			
100-210-51101	Payroll Expenses: Wages	Personnel and Benefits	\$ 9,500.00
100-210-51215	Payroll Expenses: Taxes	Personnel and Benefits	\$ 741.00
100-210-51230	Unemployment	Personnel and Benefits	\$ 14.25
	Subtotal	Personnel and Benefits	\$ 10,255.25
100-210-52014	Office Supplies	Supplies	\$ 2,750.00
100-210-52020	Court Supplies	Supplies	\$ 1,250.00
100-210-52030	Postage	Supplies	\$ 2,000.00
100-210-52100	Minor Tools and Equipment	Supplies	\$ 1,350.00
	Subtotal	Supplies	\$ 7,350.00
100-210-53001	Accounting and Auditing	Contractual Services	\$ -
100-210-53004	Software	Contractual Services	\$ -
100-210-53015	Dues and Subscriptions	Contractual Services	\$ 250.00
100-210-53022	Training and Travel	Contractual Services	\$ 500.00
100-210-53075	Prosecutor	Contractual Services	\$ 21,500.00
100-210-53076	Jury	Contractual Services	\$ 500.00
100-210-53077	Interpreter	Contractual Services	\$ 750.00
100-210-53078	Arrest/Jail Fees	Contractual Services	\$ 500.00
	Subtotal	Contractual Services	\$ 24,000.00
100-210-58010	Capital Equipment	Capital Outlay	\$ -
	Subtotal	Capital Outlay	\$ -
MUNICIPAL COURT - 210		TOTAL	\$ 41,605.25

100 - GENERAL FUND DETAIL

Account #	Account Description	Category	FY 23
POLICE -310			
100-310-51101	Payroll Expenses: Wages	Personnel and Benefits	\$ 932,100.00
100-310-51102	Overtime	Personnel and Benefits	\$ 36,000.00
100-310-51105	Longevity Pay	Personnel and Benefits	\$ 1,750.00
100-310-51108	Incentive Pay	Personnel and Benefits	\$ 7,000.00
	Payroll Expenses: Company Contributions:		
100-310-51210	Retirement	Personnel and Benefits	\$ 74,568.00
100-310-51215	Payroll Expenses: Taxes	Personnel and Benefits	\$ 72,300.00
100-310-51216	Employee Health Benefits	Personnel and Benefits	\$ 105,300.00
100-310-51220	Workers Compensation	Personnel and Benefits	\$ 39,000.00
100-310-51230	Unemployment	Personnel and Benefits	\$ 4,150.00
	Subtotal	Personnel and Benefits	\$ 1,272,168.00
100-310-52005	Uniforms	Supplies	\$ 10,000.00
100-310-52010	Law Enforcement Supplies	Supplies	\$ 5,000.00
100-310-52014	Office Supplies	Supplies	\$ 5,000.00
100-310-52015	Evidence Supplies	Supplies	\$ 2,000.00
100-310-52030	Postage	Supplies	\$ 1,300.00
100-310-52050	Fuel	Supplies	\$ 35,000.00
100-310-52100	Minor Tools and Equipment	Supplies	\$ 5,000.00
	Subtotal	Supplies	\$ 63,300.00
100-310-53004	Software	Contractual Services	\$ 19,400.00
100-310-53010	Property and Liability Insurance	Contractual Services	\$ 10,000.00
100-310-53012	Legal Fees	Contractual Services	\$ 2,500.00
100-310-53015	Dues and Subscriptions	Contractual Services	\$ 1,500.00
100-310-53022	Training and Travel	Contractual Services	\$ 12,200.00
100-310-53033	Community Events	Contractual Services	\$ 5,000.00
100-310-53081	Information Technology Services	Contractual Services	\$ 20,500.00
100-310-53083	Professional Services	Contractual Services	\$ 13,500.00
100-310-53091	Landscaping	Contractual Services	\$ 5,000.00
100-310-53110	Utilities	Contractual Services	\$ 8,000.00
100-310-53130	Telephone Mobile	Contractual Services	\$ 10,000.00
100-310-53210	Animal Control	Contractual Services	\$ 14,700.00
100-310-53230	County Public Safety Fees	Contractual Services	\$ 31,800.00
	Subtotal	Contractual Services	\$ 154,100.00
100-310-54010	Building Maintenance/Cleaning	Maintenance	\$ 21,000.00
100-310-54020	Vehicles Maintenance	Maintenance	\$ 20,000.00
	Subtotal	Maintenance	\$ 41,000.00
POLICE - 310		TOTAL	\$ 1,530,568.00

100 - GENERAL FUND DETAIL

Account #	Account Description	Category	FY 23
PARKS & RECREATION - 410			
100-410-53002	Advertising and Promotion	Contractual Services	\$ 2,740.00
100-410-53035	Park Events	Contractual Services	\$ 10,500.00
100-410-53110	Utilities	Contractual Services	\$ 750.00
	Subtotal	Contractual Services	\$ 13,990.00
100-410-54030	Park Maintenance	Maintenance	\$ 18,000.00
	Subtotal	Maintenance	\$ 18,000.00
PARKS & RECREATION - 410			\$ 31,990.00
COMMUNITY DEVELOPMENT - 510			
100-510-53084	Code Enforcement	Contractual Services	\$ 2,000.00
	Subtotal	Contractual Services	\$ 2,000.00
COMMUNITY DEVELOPMENT - 510			\$ 2,000.00
INSPECTIONS - 520			
100-520-53085	Res & Com Building Review & Insp	Contractual Services	\$ 6,500.00
100-520-53090	Sanitation Services	Contractual Services	\$ 15,000.00
	Subtotal	Contractual Services	\$ 21,500.00
INSPECTIONS - 520			\$ 21,500.00
PUBLIC WORKS - 610			
100-610-53060	Street Materials and Signs	Contractual Services	\$ 8,000.00
100-610-53065	Mowing and ROW Cleanup	Contractual Services	\$ 38,500.00
100-610-53070	Street Repairs - Maintenance *	Contractual Services	\$ 50,000.00
100-610-53110	Utilities	Contractual Services	\$ 2,600.00
	Subtotal	Contractual Services	\$ 99,100.00
PUBLIC WORKS - 610			\$ 99,100.00
TOTAL OPERATING EXPENSES - GENERAL FUND			\$ 3,238,197.25
Net Operating Income			\$ 919,802.75

150 - LEGAL CONTINGENCY DETAIL

Account #	Account Description	Category	FY 23
REVENUES - LEGAL CONTINGENCY FUND - 150			
150-40306	Interest Revenue	Investment Income	\$ 1,200.00
150-40910	Transfers In	Transfer	\$ -
TOTAL REVENUES - LEGAL CONTINGENCY FUND			\$ 1,200.00
EXPENSES - LEGAL CONTINGENCY FUND - 150			
150-110-53083	Professional Services	Contractual Services	
150-110-59100	Transfers Out	Capital Outlay	\$ -
TOTAL EXPENSES - LEGAL CONTINGENCY FUND			\$ -

210 - MUNICIPAL DEVELOPMENT DISTRICT DETAIL

Account #	Account Description	Category	FY 23 Proposed
REVENUES - MUNICIPAL DEVELOPMENT FUND - 210			
210-40100	Sales Tax Revenue	Sales Tax	\$ 500,000.00
210-40306	Interest Revenue	Investment Income	\$ 1,750.00
210-40350	Rental Income	Miscellaneous	\$ 15,000.00
210-40620	Debt Proceeds	Other Income	\$ -
210-40910	Transfers In	Transfers	\$ -
TOTAL REVENUES - MUNICIPAL DEVELOPMENT FUND			\$ 516,750.00
EXPENSES - MUNICIPAL DEVELOPMENT FUND - 210			
210-110-53002	Advertising and Promotion	Contractual Services	\$ 15,000.00
210-110-53004	Software	Contractual Services	\$ 1,500.00
210-110-53007	Administrative Expenses	Contractual Services	\$ 24,000.00
210-110-53015	Dues and Subscriptions	Contractual Services	\$ 4,000.00
210-110-53022	Training and Travel	Contractual Services	\$ 7,500.00
210-110-53025	MDD Business Grant	Contractual Services	\$ -
210-110-53100	Planning/Consulting	Contractual Services	\$ 65,000.00
210-110-53110	Utilities	Contractual Services	\$ 1,500.00
210-110-53805	Property Taxes	Contractual Services	\$ 13,600.00
210-110-54018	Rental Property Repair	Maintenance	\$ 40,000.00
210-110-56010	Debt Principal	Debt Service	\$ 33,591.46
210-110-56020	Debt Interest	Debt Service	\$ 16,427.82
210-110-56030	Debt Issuance Costs	Contractual Services	\$ -
210-110-58007	Capital Improvements	Capital Outlay	\$ -
210-710-59100	Transfers Out	Capital Outlay	\$ -
TOTAL EXPENSES - MUNICIPAL DEVELOPMENT FUND			\$ 222,119.28
Net Income			\$ 294,630.72

240 - COURT TECHNOLOGY DETAIL

Account #	Account Description	Category	FY 23
REVENUES - COURT TECH -240			
240-40215	Court Technology Revenue	Court Revenue	\$ 7,500.00
240-40306	Interest Revenue	Investment Income	\$ -
TOTAL REVENUES - COURT TECH FUND			\$ 7,500.00
EXPENSES - COURT TECH FUND - 240			
240-210-52510	Court Technology	Municipal Court	\$ 9,500.00
240-210-59100	Transfers Out	Capital Outlay	\$ -
TOTAL EXPENSES - COURT TECH FUND			\$ 9,500.00
Net Income			\$ (2,000.00)

241 - COURT SECURITY DETAIL

Account #	Account Description	Category	FY 23
REVENUES - COURT SECURITY -241			
241-40220	Court Security Revenue	Court Revenue	\$ 5,625.00
241-40306	Interest Revenue	Investment Income	\$ -
TOTAL REVENUES - COURT TECH FUND			\$ 5,625.00
EXPENSES - COURT SECURITY FUND - 241			
241-210-52520	Court Security	Municipal Court	\$ 4,500.00
241-210-53022	Training and Travel	Contractual Services	\$ 500.00
241-210-53072	Bailiff Fees	Contractual Services	\$ -
241-210-59100	Transfers Out	Capital Outlay	\$ -
TOTAL EXPENSES - COURT TECH FUND			\$ 5,000.00
Net Income			\$ 625.00

242 - TRUANCY DETAIL

Account #	Account Description	Category	FY 23
REVENUES - TRUANCY - 242			
242-40242	Truancy Prevention Revenue	Court Revenue	\$ 5,625.00
242-40910	Transfers In	Transfers	\$ -
TOTAL REVENUES - TRUANCY FUND			\$ 5,625.00
EXPENSES - TRUANCY -242			
			\$ -
TOTAL EXPENSES - JURY FUND			\$ -

243 - JURY FUND DETAIL

Account #	Account Description	Category	FY 23
REVENUES - JURY - 243			
243-40245	Jury Fees	Court Revenue	\$ 100.00
TOTAL REVENUES - JURY FUND			\$ 100.00
EXPENSES - JURY - 243			
			\$ -
TOTAL EXPENSES - JURY FUND			\$ -
Net Income			\$ 100.00

260 - LEOSE FUND DETAIL

Account #	Account Description	Category	FY 23
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			\$ -

265 - POLICE DONATIONS DETAIL

Account #	Account Description	Category	FY 23
REVENUES - POLICE DONATIONS FUND - 265			
265-40250	Child Safety Revenue	Contributions	\$ 1,700.00
265-40420	Police Donations	Donations	\$ -
265-40450	Grant Revenue	Intergovernmental	\$ -
TOTAL REVENUES - LEOSE FUND			\$ 1,700.00
EXPENSES - POLICE DONATIONS FUND - 265			
265-310-52014	Office Supplies	Supplies	\$ -
265-310-52530	Donated Police Expenditures	Supplies	\$ 11,000.00
265-310-55050	Grant Expenses	Grants	
265-310-58010	Capital Equipment	Capital Outlay	\$ -
TOTAL EXPENSES - POLICE DONATIONS FUND			\$ 11,000.00
Net Income			\$ (9,300.00)

310 - CAPITAL IMPROVEMENTS DETAIL

Account #	Account Description	Category	FY 23
REVENUES - CAPITAL IMPROVEMENT FUND - 310			
310-40306	Interest Revenue	Investment Income	\$ 3,140.00
310-40500	Developer Contributions	Contributions	\$ -
310-40910	Transfers In	Transfers	\$ -
TOTAL REVENUES - CAPITAL IMPROVEMENT FUND			\$ 3,140.00
EXPENSES - CAPITAL IMPROVEMENT FUND - 310			
310-610-53083	Professional Services	Contractual Services	
310-610-58007	Capital Improvements	Capital Outlay	\$ 75,000.00
310-110-59100	Transfers Out	Capital Outlay	\$ -
TOTAL EXPENSES - CAPITAL IMPROVEMENT FUND			\$ 75,000.00
Net Income			\$ (71,860.00)

320 - PARK IMPROVEMENT DETAIL

Account #	Account Description	Category	FY 23
REVENUES - PARK IMPROVEMENT FUND - 320			
	Administrative Fees-Unpermitted Tree Kill		
320-40301	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	\$ -
320-40910	Transfers In -COVID	Transfers	\$ -
TOTAL REVENUES - CAPITAL IMPROVEMENT FUND			\$ -
EXPENSES - PARK IMPROVEMENT FUND - 310			
320-410-53083	Professional Services	Contractual Services	\$ 30,000.00
320-410-58007	Capital Improvements	Capital Outlay	\$ -
320-410-59100	Transfers Out	Capital Outlay	\$ -
320-110-59100	Transfers Out	Capital Outlay	\$ -
TOTAL EXPENSES - PARK IMPROVEMENT FUND			\$ 30,000.00
Net Income			\$ (30,000.00)

330 - VEHICLE/EQUIPMENT REPLACEMENT DETAIL

Account #	Account Description	Category	FY 23
REVENUES - VEHICLE/EQUIPMENT REPLACEMENT FUND - 330			
330-40306	Interest Revenue	Investment Income	\$ -
330-40315	Miscellaneous Income	Miscellaneous	\$ 20,000.00
330-40610	Insurance Proceeds	Other Income	\$ -
330-40910	Transfers In - COVID	Transfers	\$ -
330-40910	Transfers In - GF	Transfers	\$ 75,000.00
TOTAL REVENUES - VEHICLE REPLACEMENT FUND			\$ 95,000.00
EXPENSES - VEHICLE/EQUIPMENT REPLACEMENT FUND - 310			
330-110-58010	Capital Equipment	Capital Outlay	\$ 70,000.00
330-110-58010	Capital - Vehicles	Capital Outlay	\$ 120,000.00
330-110-59100	Transfers Out	Capital Outlay	\$ -
TOTAL EXPENSES - VEHICLE/EQUIPMENT REPLACEMENT FUND			\$ 190,000.00

350 - PUBLIC SAFETY BUILDING DETAILS

Account #	Account Description	Category	FY 23
REVENUES - PUBLIC SAFETY BUILDING FUND - 350			
350-40306	Interest Revenue	Investment Income	\$ 1,372.52
350-40500	Developer Contributions	Contributions	\$ -
350-40910	Transfers In	Transfers	\$ -
TOTAL REVENUES - PUBLIC SAFETY BUILDING FUND			\$ 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			\$ -

370 - ROAD IMPROVEMENT DETAIL

Account #	Account Description	Category	FY 23	Notes
REVENUES - ROAD IMPROVEMENT FUND - 370				
370-40306	Interest Revenue	Investment Income	\$ 2,972.79	
370-40410	Intergovernmental Revenue	Intergovernmental	\$ -	\$194,036 COVID Funds (not trx
370-40500	Developer Contributions	Contributions		
370-40910	Transfers In	Transfers	\$ 100,000.00	
370-40910	Transfers In - .1429 of sales tax	Transfers	\$ 485,860.00	
TOTAL REVENUES - ROAD IMPROVEMENT FUND			\$ 588,832.79	
EXPENSES - ROAD IMPROVEMENT FUND - 370				
370-610-53083	Professional Services	Contractual Services	\$ 290,000.00	
370-610-58007	Capital Improvements	Capital Outlay	\$ 940,000.00	
370-110-59100	Transfers Out	Capital Outlay	\$ -	
TOTAL EXPENSES - ROAD IMPROVEMENT FUND			\$ 1,230,000.00	

400 - PID #1 VILLAGES DETAIL

Account #	Account Description	Category	FY 23
REVENUES - PID #1 VILLAGES			
400-40190	PID Assessment Income	Assessment Income	\$ 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	\$ 200.00
TOTAL REVENUES - PID #1 VILLAGES FUND			\$ 100,605.10
EXPENSES - PID #1 VILLAGES FUND - 370			
400-110-53007	Administrative Expenses	Contractual Services	\$ 5,500.00
400-110-53012	Legal Fees	Contractual Services	\$ 500.00
400-110-53915	Developer Distribution	Contractual Services	\$ 94,000.00
400-110-59100	Transfers Out	Capital Outlay	\$ -
TOTAL EXPENSES - ROAD IMPROVEMENT FUND			\$ 100,000.00

510 - COVID DETAIL

Account #	Account Description	Category	FY 23	Notes
REVENUES - COVID FUND - 510				
510-40306	Interest Revenue	Investment Income	\$ 1,500.00	
510-40410	Intergovernmental Revenue	Intergovernmental		
510-40450	Grant Revenue	Intergovernmental	\$ 187,821.00	
510-40910	Transfers In	Transfers	\$ -	
TOTAL REVENUES - COVID FUND			\$ 189,321.00	
EXPENSES - COVID FUND - 510				
510-110-53083	Professional Services	Contractual Services		
510-110-55050	Grant Expenses	Grants		
510-110-58007	Capital Improvements	Capital Outlay	\$ 194,036.41	Use for Roads
TOTAL EXPENSES - COVID FUND			\$ 194,036.41	

Account #	Account Description	2022-2023 Requested
100-40100	Sales Tax Revenue	3400000
100-40110	Mixed Beverage Tax Revenue	19000
100-40120	Franchise Tax Telecom	3500
100-40121	Franchise Tax Waste	24750
100-40122	Franchise Tax Electric	99500
100-40123	Franchise Tax Gas	20000
100-40124	Franchise Tax Mustang SUD	19000
100-40200	Development/Plattng/Permit Fees	47500
100-40201	Infrastructure Inspection Fees	68000
100-40202	Residential Bldg Permits and Inspections	90000
100-40203	Commercial Bldg Permits and Inspections	100000
100-40204	Septic Permits and Fees	8500
100-40206	Health Inspection and Fees	17000
100-40207	Alcohol Permit/License	1200
100-40208	Signs Permit and Fees	2800
100-40210	Municipal Court Fines	190000
100-40300	Administrative Fees	17500
100-40301	Administrative Fees-Unpermitted Tree Kill Fine	0
100-40304	MDD Contribution	22250
100-40306	Interest Revenue	5000
100-40314	Credit Card Processing Fee	2500
100-40315	Miscellaneous Income	0
100-40320	Pass Through Income	0
100-40410	Intergovernmental Revenue	0
100-40419	NEMC Personnel Reimbursement	0
100-40450	Grant Revenue	0
100-40500	Developer Contributions	0
100-40910	Transfers In	0
	Total	4158000
100-110-51101	Payroll Expenses: Wages	481000
100-110-51102	Overtime	500
100-110-51105	Longevity Pay	5950
100-110-51109	Auto Allowance	1800
100-110-51210	Payroll Expenses: Company Contributions: Retirement	38480
100-110-51215	Payroll Expenses: Taxes	37750
100-110-51216	Employee Health Benefits	48450
100-110-51220	Workers Compensation	2000
100-110-51230	Unemployment	1600
100-110-51250	Mileage Reimbursements-Non Tax	150
100-110-51255	Miscellaneous Reimbursements	100
100-110-52014	Office Supplies	7500
100-110-52030	Postage	1250
100-110-52100	Minor Tools and Equipment	2200
100-110-53001	Accounting and Auditing Fees	15000

Account #	Account Description	2022-2023 Requested
100-110-53002	Advertising and Promotion	12000
100-110-53004	Software	28000
100-110-53006	Codification Services	3250
100-110-53007	Administrative Expenses	0
100-110-53010	Property and Liability Insurance	3000
100-110-53012	Legal Fees	75000
100-110-53015	Dues and Subscriptions	1000
100-110-53016	Public Notices/Dues	1000
100-110-53022	Training and Travel	14000
100-110-53028	Lovetts 380 Agreement	0
100-110-53030	PayPal Charge	2500
100-110-53045	Lease and CAM Pmts - Town Hall	68900
100-110-53050	Careflite Services	2400
100-110-53055	City of Aubrey Library Fund	10000
100-110-53080	Engineering Services	62500
100-110-53083	Professional Services	83500
100-110-53084	Code Enforcement Services	0
100-110-53110	Utilities	6750
100-110-53225	Interlocal Fire	452300
100-110-53610	Election Expense	6500
100-110-53800	Sales Tax Overpmt 12/21 to 5/25 Payback	20304
100-110-54010	Building Maintenance/Cleaning	6000
100-110-54018	Repair and Maintenance	0
100-110-54020	Vehicles Maintenance	2300
100-110-58007	Capital Improvements	6500
	Total	1511434
100-210-51101	Payroll Expenses: Wages	9500
100-210-51215	Payroll Expenses: Taxes	741
100-210-51230	Unemployment	14.25
100-210-52014	Office Supplies	2750
100-210-52020	Court Supplies	1250
100-210-52030	Postage	2000
100-210-52100	Minor Tools and Equipment	1350
100-210-53001	Accounting and Auditing Fees	0
100-210-53004	Software	0
100-210-53015	Dues and Subscriptions	250
100-210-53022	Training and Travel	500
100-210-53075	Prosecutor	21500
100-210-53076	Jury	500
100-210-53077	Interpreter	750
100-210-53078	Arrest/Jail Fees	500
100-210-58010	Capital Equipment	0
	Total	41605.25
100-310-51101	Payroll Expenses: Wages	932100

Account #	Account Description	2022-2023 Requested
100-310-51102	Overtime	36000
100-310-51105	Longevity Pay	1750
100-310-51108	Incentive Pay	7000
100-310-51210	Payroll Expenses: Company Contributions: Retirement	74568
100-310-51215	Payroll Expenses: Taxes	72300
100-310-51216	Employee Health Benefits	105300
100-310-51220	Workers Compensation	39000
100-310-51230	Unemployment	4150
100-310-52005	Uniforms	10000
100-310-52010	Law Enforcement Supplies	5000
100-310-52014	Office Supplies	5000
100-310-52015	Evidence Supplies	2000
100-310-52030	Postage	1300
100-310-52050	Fuel	35000
100-310-52100	Minor Tools and Equipment	5000
100-310-53004	Software	19400
100-310-53010	Property and Liability Insurance	10000
100-310-53012	Legal Fees	2500
100-310-53015	Dues and Subscriptions	1500
100-310-53022	Training and Travel	12200
100-310-53033	Community Events	5000
100-310-53081	Information Technology Services	20500
100-310-53083	Professional Services	13500
100-310-53091	Landscaping	5000
100-310-53110	Utilities	8000
100-310-53130	Telephone Mobile	10000
100-310-53210	Animal Control	14700
100-310-53230	County Public Safety Contracts	31800
100-310-54010	Building Maintenance/Cleaning	21000
100-310-54020	Vehicles Maintenance	20000
	Total	1530568
100-410-53002	Advertising and Promotion	2740
100-410-53035	Park Events	10500
100-410-53110	Utilities	750
100-410-54030	Park Maintenance	18000
100-410-58010	Capital Equipment	0
	Total	31990
100-510-53084	Code Enforcement Services	2000
	Total	2000
100-520-53085	Res & Com Building Review & Insp	6500
100-520-53090	Sanitation Services	15000
	Total	21500

Account #	Account Description	2022-2023 Requested
100-610-51101	Payroll Expenses: Wages	0
100-610-51103	Certification Pay	0
100-610-53060	Street Materials and Signs	8000
100-610-53065	Mowing and ROW Cleanup	38500
100-610-53070	Street Contract/Repairs	50000
100-610-53110	Utilities	2600
	Total	99100
100-710-59100	Transfers Out	0
	Total	0

Account #	Account Description	2022-2023 Requested
150-40306	Interest Revenue	1200
150-40910	Transfers In	0
	Total	1200
150-110-53083	Professional Services	0
150-110-59100	Transfers Out	0
	Total	0

Account #	Account Description	2022-2023 Requested
210-40100	Sales Tax Revenue	500000
210-40306	Interest Revenue	1750
210-40350	Rental Income	15000
210-40910	Transfers In	0
	Total	516750
210-110-53002	Advertising and Promotion	15000
210-110-53004	Software	1500
210-110-53007	Administrative Expenses	24000
210-110-53015	Dues and Subscriptions	4000
210-110-53022	Training and Travel	7500
210-110-53025	MDD Business Grant	0
210-110-53100	Planning/Consulting	65000
210-110-53110	Utilities	1500
210-110-53805	Property Taxes	13600
210-110-54018	Rental Property Repair and Maintenance	40000
210-110-56010	Debt Principal	33591.46
210-110-56020	Debt Interest	16427.82
210-110-58007	Capital Improvements	0
	Total	222119.28

Account #	Account Description	2022-2023 Requested
240-40215	Court Technology Revenue	7500
240-40242	Truancy Prevention Revenue	0
240-40306	Interest Revenue	0
	Total	7500
240-210-52510	Court Technology	9500
240-210-59100	Transfers Out	0
	Total	9500

Account #	Account Description	2022-2023 Requested
241-40220	Court Security Revenue	5625
241-40306	Interest Revenue	0
	Total	5625
241-210-52520	Court Security	4500
241-210-53022	Training and Travel	500
241-210-53072	Bailiff Fees	0
241-210-59100	Transfers Out	0
	Total	5000

Account #	Account Description	2022-2023 Requested
242-40242	Truancy Prevention Revenue	5625
242-40910	Transfers In	0
	Total	5625

Account #	Account Description	2022-2023 Requested
243-40245	Jury Fees	100
	Total	100
243-210-53076	Jury	0
	Total	0

Account #	Account Description	2022-2023 Requested
260-40306	Interest Revenue	0
260-40460	State LEOSE Funds	1100
	Total	1100
260-310-53022	Training and Travel	1100
	Total	1100

Account #	Account Description	2022-2023 Requested
265-40420	Police Donations	1700
265-40450	Grant Revenue	0
	Total	1700
265-310-52014	Office Supplies	0
265-310-52530	Donated Police Expenditures	11000
265-310-55050	Grant Expenses	0
265-310-58010	Capital Equipment	0
	Total	11000

Account #	Account Description	2022-2023 Requested
310-40306	Interest Revenue	3140
310-40500	Developer Contributions	0
310-40910	Transfers In	0
	Total	3140
310-110-59100	Transfers Out	0
	Total	0
310-610-53083	Professional Services	0
310-610-58007	Capital Improvements	75000
	Total	75000

Account #	Account Description	2022-2023 Requested
320-40301	Administrative Fees-Unpermitted Tree Kill Fine	0
320-40306	Interest Revenue	0
320-40450	Grant Revenue	0
320-40455	Donations	0
320-40910	Transfers In	0
	Total	0
320-110-59100	Transfers Out	0
	Total	0
320-410-53083	Professional Services	30000
320-410-58007	Capital Improvements	0
320-410-59100	Transfers Out	0
	Total	30000

Account #	Account Description	2022-2023 Requested
330-40306	Interest Revenue	0
330-40315	Miscellaneous Income	20000
330-40610	Insurance Proceeds	0
330-40910	Transfers In	75000
	Total	95000
330-110-58010	Capital Equipment	190000
330-110-58011	Capital Equipment - COVID Funds	0
330-110-59100	Transfers Out	0
	Total	190000

Account #	Account Description	2022-2023 Requested
350-40306	Interest Revenue	1372.52
350-40500	Developer Contributions	0
350-40910	Transfers In	0
	Total	1372.52
350-110-53083	Professional Services	0
350-110-58007	Capital Improvements	0
350-110-59100	Transfers Out	0
	Total	0

Account #	Account Description	2022-2023 Requested
370-40100	Sales Tax Revenue	485860
370-40306	Interest Revenue	2972.79
370-40410	Intergovernmental Revenue	0
370-40500	Developer Contributions	0
370-40910	Transfers In	100000
	Total	588832.79
370-110-59100	Transfers Out	0
	Total	0
370-610-53083	Professional Services	290000
370-610-58007	Capital Improvements	940000
	Total	1230000

Account #	Account Description	2022-2023 Requested
400-40190	PID Assessment Income	100405.1
400-40191	PID Delinquent Income	0
400-40192	PID Penalty and Interest Income	0
400-40306	Interest Revenue	200
	Total	100605.1
400-110-53007	Administrative Expenses	5500
400-110-53012	Legal Fees	500
400-110-53915	Developer Distribution	94000
400-110-59100	Transfers Out	0
	Total	100000

Account #	Account Description	2022-2023 Requested
510-40306	Interest Revenue	1500
510-40410	Intergovernmental Revenue	0
510-40450	Grant Revenue	187821
510-40910	Transfers In	0
	Total	189321
510-110-53083	Professional Services	0
510-110-55050	Grant Expenses	0
510-110-58007	Capital Improvements	194036.41
510-110-59100	Transfers Out	0
	Total	194036.41

100 - GENERAL FUND PROPOSED TRANSFERS AND BUDGETED ENDING FUND BALANCE

Account #	Account Description	Category	FY 23
	Net Operating Income		\$ 919,802.75
 TRANSFERS OUT - 710 - FUND BALANCE - CAPITAL			
100-710-59100	Transfers Out - Vehicle/Equip Repl.	Transfers	\$ 75,000.00
100-710-59100	Transfers Out - Pub. Saf. Bldg	Transfers	\$ -
100-710-59100	Transfers Out - Park Imp	Transfers	\$ -
100-710-59100	Transfers Out - Road Imp. (.1429)*	Transfers	\$ 485,860.00
100-710-59100	Transfers Out - Road Imp.	Transfers	\$ 100,000.00
100-710-59100	Transfers Out - Cap Imp.	Transfers	
100-710-59100	Transfers Out - Legal Contingency	Transfers	\$ -
100-710-59100	Transfers Out - Court Tech	Transfers	\$ -
100-710-59100	Transfers Out - Court Security	Transfers	\$ -
100-710-59100	Transfers Out - Other Rest. Court	Transfers	\$ -
100-710-59100	Transfers Out - Police Donations	Transfers	\$ -
 TOTAL TRANSFERS OUT			 \$ 660,860.00
Income			\$ 258,942.75
Beginning Balance		\$ 1,571,336.00	\$ 1,231,249.40
Ending Balance		\$ 1,720,266.00	\$ 1,490,192.15
% Reserve			46%
Days of Reserve			167.97

Meeting Date:

September 19, 2022

Agenda Item:

Discuss and consider approval of a resolution establishing a pay plan for Town employees.

Prepared by:

Kristi Gilbert, Town Administrator

Description:

The Council held discussions on this item during the August 15, 2022 Council meeting. Council Member Gaalema expressed concerns with adopting a step plan for police employees. In order to ensure Town employees knew there was relief coming with the increase in health insurance costs, the Council authorized a 3.5% cost of living increase for all employees, however, it was not specified when the increase would be available. Included for reference is the agenda item from August 15th along with back-up information that includes the original proposed pay scale and step plan.

The attached pay scale has been amended as a result of discussions with Council Member Gaalema to include possible future positions and to place the police employees on the same schedule as the administrative employees. To accomplish this and still meet key minimum pay thresholds for police employees to help attract quality officers, the pay scale had to be adjusted some. All of the positions are currently at the minimum pay of the scale and there has been money allocated in the FY 2023 budget to allow for increases for all employees.

Recommended Action:

Approval of a resolution establishing a pay plan for Town employees utilizing either the September 19th resolution or the August 15th resolution and specifying a date when the 3.5% cost of living increase goes into effect (i.e. October 1st, January 1st, anniversary date, etc)

Attachments:

Proposed Resolution

August 15, 2022 Agenda Briefing Sheet

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 PLAN 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 Plan 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 19th day of September 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 2023 PAY SCALE

Grade	FLSA Status	Job Title	Basis	Minimum	Midpoint	Maximum
100	NE	Intern	A	\$31,916.67	\$38,300.00	\$44,683.33
			M	\$2,659.72	\$3,191.67	\$3,723.61
			B	\$1,227.56	\$1,473.08	\$1,718.59
			H	\$15.34	\$18.41	\$21.48
101		<i>No positions designated</i>	A	\$35,302.61	\$40,598.00	\$45,893.39
			M	\$2,941.88	\$3,383.17	\$3,824.45
			B	\$1,357.79	\$1,561.46	\$1,765.13
			H	\$16.97	\$19.52	\$22.06
102	NE	Maintenance Worker (Future)	A	\$37,420.77	\$43,033.88	\$48,646.99
			M	\$3,118.40	\$3,586.16	\$4,053.92
			B	\$1,439.26	\$1,655.15	\$1,871.04
			H	\$17.99	\$20.69	\$23.39
103	NE	Permit Tech	A	\$39,666.01	\$45,615.91	\$51,565.81
			M	\$3,305.50	\$3,801.33	\$4,297.15
			B	\$1,525.62	\$1,754.46	\$1,983.30
			H	\$19.07	\$21.93	\$24.79
104	NE	Communications Coordinator (PT)	A	\$42,045.97	\$48,352.87	\$54,659.76
		Court Clerk (future)	M	\$3,503.83	\$4,029.41	\$4,554.98
			B	\$1,617.15	\$1,859.73	\$2,102.30
			H	\$20.21	\$23.25	\$26.28
105	NE	Records Technician - Police	A	\$44,568.73	\$51,254.04	\$57,939.35
			M	\$3,714.06	\$4,271.17	\$4,828.28
			B	\$1,714.18	\$1,971.31	\$2,228.44
			H	\$21.43	\$24.64	\$27.86
106		<i>No positions designated</i>	A	\$47,242.85	\$54,329.28	\$61,415.71
			M	\$3,936.90	\$4,527.44	\$5,117.98
			B	\$1,817.03	\$2,089.59	\$2,362.14
			H	\$22.71	\$26.12	\$29.53
107	NE	Accounting Tech/Payroll Specialist	A	\$50,077.43	\$57,589.04	\$65,100.65
			M	\$4,173.12	\$4,799.09	\$5,425.05
			B	\$1,926.05	\$2,214.96	\$2,503.87
			H	\$24.08	\$27.69	\$31.30
108	NE	Deputy Town Secretary	A	\$53,082.07	\$61,044.38	\$69,006.69
			M	\$4,423.51	\$5,087.03	\$5,750.56
			B	\$2,041.62	\$2,347.86	\$2,654.10
			H	\$25.52	\$29.35	\$33.18
109		<i>No positions designated</i>	A	\$56,266.99	\$64,707.04	\$73,147.09
			M	\$4,688.92	\$5,392.25	\$6,095.59
			B	\$2,164.12	\$2,488.73	\$2,813.35
			H	\$27.05	\$31.11	\$35.17
110	E	Court Administrator	A	\$59,643.01	\$68,589.47	\$77,535.92
			M	\$4,970.25	\$5,715.79	\$6,461.33
			B	\$2,293.96	\$2,638.06	\$2,982.15
			H	\$28.67	\$32.98	\$37.28

FY 2023 PAY SCALE

111	E	Town Secretary	A	\$63,221.60	\$72,704.83	\$82,188.07
			M	\$5,268.47	\$6,058.74	\$6,849.01
			B	\$2,431.60	\$2,796.34	\$3,161.08
			H	\$30.39	\$34.95	\$39.51
112	E	Building Official	A	\$67,014.89	\$77,067.12	\$87,119.36
	NE	Police Recruit	M	\$5,584.57	\$6,422.26	\$7,259.95
			B	\$2,577.50	\$2,964.12	\$3,350.74
			H	\$32.22	\$37.05	\$41.88
113	NE	Police Officer	A	\$71,035.78	\$81,691.15	\$92,346.52
			M	\$5,919.65	\$6,807.60	\$7,695.54
			B	\$2,732.15	\$3,141.97	\$3,551.79
			H	\$34.15	\$39.27	\$44.40
114	E	Finance Manager (future)	A	\$75,297.93	\$86,592.62	\$97,887.31
			M	\$6,274.83	\$7,216.05	\$8,157.28
			B	\$2,896.07	\$3,330.49	\$3,764.90
			H	\$36.20	\$41.63	\$47.06
115		<i>No positions designated</i>	A	\$79,815.81	\$91,788.18	\$103,760.55
			M	\$6,651.32	\$7,649.01	\$8,646.71
			B	\$3,069.84	\$3,530.31	\$3,990.79
			H	\$38.37	\$44.13	\$49.88
116		<i>No positions designated</i>	A	\$84,604.76	\$97,295.47	\$109,986.18
			M	\$7,050.40	\$8,107.96	\$9,165.52
			B	\$3,254.03	\$3,742.13	\$4,230.24
			H	\$40.68	\$46.78	\$52.88
117	E	Development Director (future)	A	\$89,681.04	\$103,133.20	\$116,585.35
	NE	Police Sergeant	M	\$7,473.42	\$8,594.43	\$9,715.45
			B	\$3,449.27	\$3,966.66	\$4,484.05
			H	\$43.12	\$49.58	\$56.05
118		<i>No positions designated</i>	A	\$95,061.90	\$109,321.19	\$123,580.48
			M	\$7,921.83	\$9,110.10	\$10,298.37
			B	\$3,656.23	\$4,204.66	\$4,753.10
			H	\$45.70	\$52.56	\$59.41
	E	Town Administrator		Set by contract		
	E	Police Chief		Set by contract		

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			

August 15, 2022 Briefing Sheet

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

Meeting Date:
September 19, 2022

Agenda Item:
Discuss and consider approval of bid documents for the Phase 1 Street Rehabilitation project and other associated road maintenance items.

Prepared by:
Kristi Gilbert, Town Administrator

Description:
At the June 20, 2022, meeting, Council approved the scope of services and associated costs for construction plans, specifications and estimates for Phase 1 of the Street Rehabilitation Program (Mill Creek and Spring Mountain). Half Associates has completed the plans and provided an engineer's opinion of probable cost. In November 2021, the construction portion of both projects was estimated at \$764,000 and Staff budgeted \$840,000. The estimated construction costs for both roads is now \$1,405,000.

The increase is largely due to the following, per the Town Engineer:

- "Construction prices have risen steeply, in particular asphalt, which is tied to gas prices. But across the board, inflation has driven costs at a level that we are still trying to get our arms around. I believe we are in the appropriate range with these unit prices, but much depends on how many bidders we get, where they are located, and how much they want/need the project. There is a 10% contingency still loaded into the cost to cover for some remaining uncertainty.
- Both streets have some drainage issues that we are looking to address with this project. The drainage ditch along Mill Creek has gotten significantly worse in the last year and will require some improvements, or the road will fail. We also identified a crushed culvert on Millcreek that we need to replace as well. There is a steep drop-off on Spring Mountain that has continued to erode along the pavement edge we have identified in the plans. We endeavored to keep drainage improvements to the absolute minimum and focused on reshaping the ditches and adding some loose rock riprap at the culvert outfalls to keep it from unraveling.
- The amount of base failures have also increased sharply. With the unsealed cracks and the poor drainage conditions, there are much larger sections of base failures now, particularly along the edges where the ditches have failed. "

With the increased estimate and the condition of Mill Creek, Staff held discussions with the Town Engineer to determine an appropriate path forward. The recommendation is to move forward with street rehabilitation as designed for Mill Creek Road only. We would also recommend soliciting road maintenance bids on a per unit cost basis. Once the bids are received, we would look at crack sealing and edge/ditch repairs throughout Town in

an effort to slow down the road damage. This would include maintenance-type work on Spring Mountain.

Recommended Action:

Staff recommends approving the bid documents for the Phase 1 Street Rehabilitation project for Mill Creek Road only and authorize Staff to advertise requests for proposals for the project and for road maintenance work on a per unit basis.

Attachments:

Estimate of Probable Costs
Construction Plans
Bid Documents

ESTIMATE OF PROBABLE COSTS

2022 Street Rehab Phase I
Cross Roads, Texas

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1 MILL CREEK ROAD					
1.1	Barricades, Warning and Detour Signs, Traffic Handling	1	LS	\$ 15,000.00	\$ 15,000.00
1.2	Joint Storm Water Pollution Prevention Plan	1	LS	\$ 2,500.00	\$ 2,500.00
1.3	Mobilization and General Site Preparation	1	LS	\$ 30,000.00	\$ 30,000.00
1.4	Miscellaneous Construction Contingency	1	LS	\$ 7,500.00	\$ 7,500.00
1.5	Backfill Pavement Edges	50	STA	\$ 220.00	\$ 11,000.00
1.6	Remove Asphalt Pavement (2-inch Depth)	12,243	SY	\$ 6.50	\$ 79,579.50
1.7	2-inch Type D Surface Course Asphaltic Pavement	12,243	SY	\$ 14.00	\$ 171,402.00
1.8	Full-Depth Repair	5742	SY	\$ 60.00	\$ 344,520.00
1.9	12-inch Rock Riprap	161	SY	\$ 140.00	\$ 22,540.00
1.10	Rework Ditch	311	LF	\$ 20.00	\$ 6,220.00
1.11	Safety End Treatment	2	EA	\$ 2,500.00	\$ 5,000.00
1.12	Remove Existing Pipe Culvert and Install New Pipe Culvert	30	LF	\$ 250.00	\$ 7,500.00
SUBTOTAL					\$ 702,761.50
CONTINGENCY (10%)					\$ 70,276.15
TOTAL					\$ 773,037.65
SAY					\$ 774,000.00

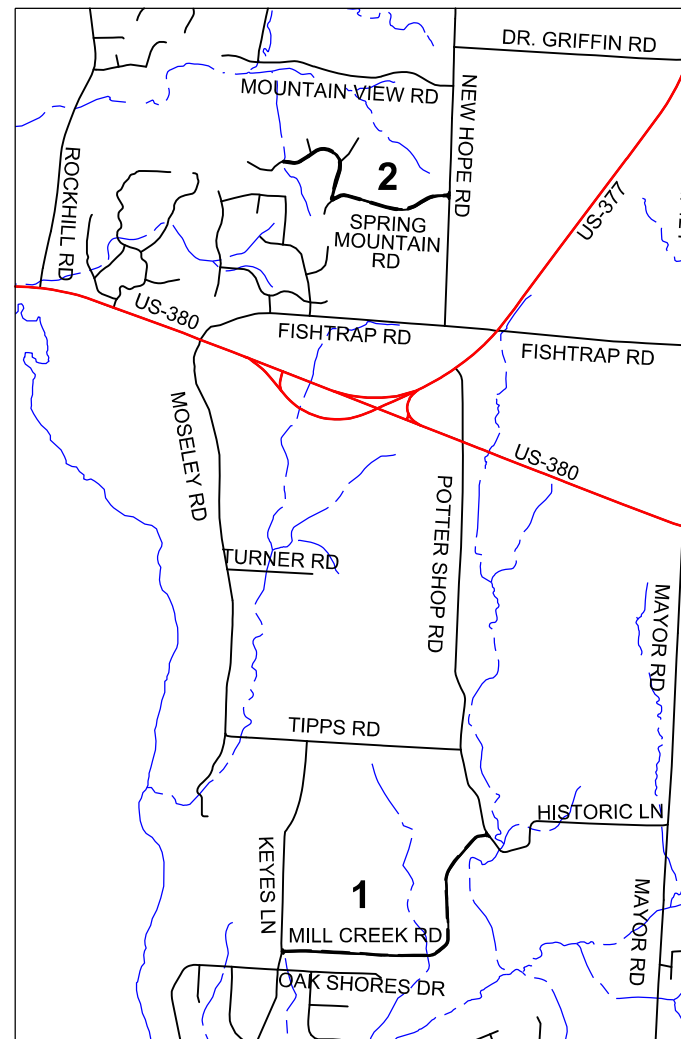
2 SPRING MOUNTAIN ROAD					
2.1	Barricades, Warning and Detour Signs, Traffic Handling	1	LS	\$ 15,000.00	\$ 15,000.00
2.2	Joint Storm Water Pollution Prevention Plan	1	LS	\$ 2,500.00	\$ 2,500.00
2.3	Mobilization and General Site Preparation	1	LS	\$ 25,000.00	\$ 25,000.00
2.4	Miscellaneous Construction Contingency	1	LS	\$ 7,500.00	\$ 7,500.00
2.5	Backfill Pavement Edges	38	STA	\$ 220.00	\$ 8,360.00
2.6	Remove Asphalt Pavement (2-inch Depth)	9,473	SY	\$ 6.50	\$ 61,574.50
2.7	2-inch Type D Surface Course Asphaltic Pavement	9,473	SY	\$ 14.00	\$ 132,622.00
2.8	Full-Depth Repair	5264	SY	\$ 60.00	\$ 315,840.00
2.9	12-inch Rock Riprap	36	SY	\$ 140.00	\$ 5,040.00
SUBTOTAL					\$ 573,436.50
CONTINGENCY (10%)					\$ 57,343.65
TOTAL					\$ 630,780.15
SAY					\$ 631,000.00

Notes:

THIS STATEMENT WAS PREPARED UTILIZING STANDARD COST AND OR QUANTITY ESTIMATE PRACTICES. IT IS UNDERSTOOD AND AGREED THAT THIS IS AN ESTIMATE ONLY, AND THAT THE ENGINEER SHALL NOT BE LIABLE TO OWNER OR TO A THIRD PARTY FOR ANY FAILURE TO ACCURATELY ESTIMATE THE COST AND/OR QUANTITIES FOR THE PROJECT, OR ANY PART THEREOF.

TOWN OF CROSS ROADS, TEXAS PLANS FOR 2022 STREET REHABILITATION PHASE 1

PROJECT # _____



LOCATION MAP
N.T.S.

PROJECT LOCATIONS

- 1 MILL CREEK ROAD - SHEETS 4-10
- 2 SPRING MOUNTAIN ROAD - SHEETS 11-15

TOWN OFFICIALS

MAYOR

T. LYNN TOMPKINS JR.

MAYOR PRO-TEM

DAVID MEEK

COUNCIL MEMBERS

RON KING
GREG GAALEMA
KAY NEUBAUER
WENDY WHITE-STEVENS

TOWN ADMINISTRATOR

KRISTI GILBERT

PRESIDENT OF MUNICIPAL DEVELOPMENT DISTRICT

JOHN KNOX

TOWN ENGINEER

LEIGH A. HOLLIS, P.E.

SEPTEMBER 2022

AVO 43608

PRELIMINARY

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LEIGH A. HOLLIS 103573
NAME P.E. NO.
DATE SEPTEMBER 8, 2022
TBPELS Engineering Firm #312



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5	MILLCREEK ROAD STA 9+00 TO STA 17+00
6	MILLCREEK ROAD STA 17+00 TO STA 25+00
7	MILLCREEK ROAD STA 25+00 TO STA 33+00
8	MILLCREEK ROAD STA 33+00 TO STA 41+00
9	MILLCREEK ROAD STA 41+00 TO STA 48+00
10	MILLCREEK ROAD STA 48+00 TO END
11	SPRING MOUNTAIN ROAD BEGIN TO STA 9+00
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13	SPRING MOUNTAIN ROAD STA 17+00 TO STA 24+00
14	SPRING MOUNTAIN ROAD STA 24+00 TO STA 32+00
15	SPRING MOUNTAIN ROAD STA 32+00 TO END
16	STANDARD DETAILS

**2022 STREET REHABILITATION
PHASE 1
CROSS ROADS, TEXAS**



Revision No.	Date	Description

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Project No.: 43608
Issued: 9/8/2022
Drawn By: PTS
Checked By: LAH
Scale: N.T.S.

Sheet Title
SHEET INDEX

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2 OF 16

GENERAL NOTES

- 1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PLANS, TECHNICAL SPECIFICATIONS AND STANDARD CONSTRUCTION DETAILS OF THE TOWN OF CROSS ROADS, THE LAWS OF THE STATE OF TEXAS, OSHA STANDARDS AND THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) PUBLIC WORKS CONSTRUCTION STANDARDS (LATEST EDITION).
- 2. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE WHICH MIGHT OCCUR DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION FOR FIELD LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION.

MUSTANG SPECIAL UTILITY DISTRICT 940-440-9561
 TEXAS EXCAVATION SAFETY SYSTEM (TESS) 800-DIGG-TESS

THE CONTRACTOR SHALL BRACE ALL UTILITY POLES AS REQUIRED TO MAINTAIN STABILITY OF THE POLES DURING CONSTRUCTION. CONTACT ELECTRIC COMPANY 48 HOURS PRIOR TO THE START OF ANY CONSTRUCTION IN THE VICINITY OF THEIR POLES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING AND SUPPORTING EXISTING UTILITIES DURING CONSTRUCTION. THERE SHALL NOT BE A SEPARATE PAY ITEM FOR THE TEMPORARY SUPPORT OF EXISTING UTILITIES DURING CONSTRUCTION.

- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. NO SEPARATE PAY ITEM.
- 5. THE CONTRACTOR SHALL PROVIDE AT LEAST ONE CHEMICALLY TREATED PORTABLE TOILET FOR EVERY 20 WORKMEN ON THE JOB SITE AT EACH LOCATION. A MINIMUM OF ONE TOILET IS REQUIRED. THE UNIT(S) SHALL REMAIN ON THE SITE DURING ALL ACTIVE PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL ENFORCE THE USE OF THE FACILITIES BY ALL PERSONNEL AT THE SITE. THE UNIT(S) SHALL BE OBSERVED FROM PUBLIC VIEW TO THE GREATEST EXTENT PRACTICAL.
- 6. THE CONTRACTOR SHALL NOTIFY THE RESIDENTS 7 WORKING DAYS PRIOR TO MOVE-IN AND 24 HOURS PRIOR TO THE INTERRUPTION OF ANY SERVICE OR ACCESS. CONSTRUCTION ACTIVITY, INCLUDING FINAL CLEANUP/SITE RESTORATION, SHALL BE LIMITED TO NO MORE THAN THREE (3) STREETS, WHICHEVER IS GREATER, DURING THE PROJECT. NOTIFICATION LETTERS TO BE REVIEWED AND APPROVED BY THE TOWN ENGINEER PRIOR TO DELIVERY TO RESIDENTS.
- 7. THE CONTRACTOR SHALL PROTECT ALL EXISTING TREES, BUSHES, LANDSCAPING PLANTS, SPRINKLERS AND LAWNS UNLESS OTHERWISE NOTED ON THE PLANS. ANY DAMAGES TO THE SAME, EXCLUSIVE OF THOSE NOTED ON THE PLANS, CAUSED BY CONSTRUCTION ACTIVITIES SHALL BE REPLACED TO THE SATISFACTION OF AND AT NO ADDITIONAL COST TO THE TOWN. ANY GRASS DAMAGED BEYOND THE LIMITS SHOWN ON THE PLANS SHALL BE REPLACED WITH BERMUDA OR ST. AUGUSTINE TO MATCH THE EXISTING LAWN. SEE GENERAL SITE PREPARATION SPECS.
- 8. THE CONTRACTOR SHALL PROTECT ALL EXISTING CULVERTS (UNLESS OTHERWISE SHOWN ON THE DRAWINGS), FENCES AND MAILBOXES DURING CONSTRUCTION. ANY DAMAGES TO THE SAME (EXCLUSIVE OF THOSE NOTED ON THE DRAWINGS) CAUSED BY CONSTRUCTION ACTIVITIES SHALL BE REPLACED TO THE SATISFACTION OF AND AT NO ADDITIONAL COST TO THE TOWN. CONTINUOUS MAIL SERVICE SHALL BE MAINTAINED DURING CONSTRUCTION. COORDINATION TO ACHIEVE THIS IS THE CONTRACTORS RESPONSIBILITY.
- 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PUBLIC SAFETY THROUGHOUT THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BARRICADES, WARNING SIGNS, FLARES, FLASHING DEVICES, LIGHTING, FLAG PERSONS, ETC., ADEQUATE TO SAFEGUARD THE PUBLIC FROM ANY HAZARDS RESULTING FROM CONSTRUCTION RELATED CONDITIONS DURING WORKING AND NON-WORKING HOURS. ALL PEDESTRIAN AND VEHICULAR TRAFFIC CONTROL DEVICES INSTALLED FOR THIS PROJECT SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION. IF AT ANY TIME DURING THE PROJECT THE CONTRACTOR'S PROPOSED PLAN OF OPERATION FOR HANDLING TRAFFIC CONTROL DOES NOT PROVIDE FOR THE SAFE AND COMFORTABLE MOVEMENT OF PEDESTRIANS AND VEHICLES, THE CONTRACTOR SHALL IMMEDIATELY CHANGE THEIR OPERATIONS AND/OR TRAFFIC CONTROL DEVICES TO CORRECT THE UNSATISFACTORY CONDITION.

- 10. TEMPORARY SIGNS WILL BE REQUIRED DURING CONSTRUCTION FOR THE EXISTING SIGNING WHICH INTERFERES WITH THE CONSTRUCTION. THE EXISTING SIGN FACES ON TEMPORARY SUPPORTS MAY BE USED FOR THE TEMPORARY SIGNS AS LONG AS THEY ARE REMOVED AND ERECTED ON TEMPORARY MOUNTS ON THE SAME DAY. THE WARNING AND REGULATORY SIGNS MUST BE IN PLACE AT ALL TIMES. ALL SIGNS CONFLICTING WITH CONSTRUCTION ACTIVITY AND IMPROVEMENTS SHALL BE RELOCATED AT NO ADDITIONAL COST TO THE OWNER.

- 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING STREETS ADJACENT TO THE PROJECT FREE OF MUD AND CONSTRUCTION DEBRIS AT ALL TIMES. NO SEPARATE PAY ITEM.

- 12. ONLY THOSE ITEMS LISTED IN THE BID SCHEDULE WILL BE MEASURED AND PAID FOR AT THEIR UNIT PRICE. ALL OTHER WORK NOT LISTED IN THE BID SCHEDULE SHALL BE CONSIDERED SUBSIDIARY TO ALL PAY ITEMS.

- 13. ALL EXCAVATION AND DISPOSAL OF WASTE MATERIALS SHALL BE CONSIDERED SUBSIDIARY TO ALL PAY ITEMS.

- 14. THE CONTRACTOR SHALL NOT PLACE ANY FILL OR WASTE MATERIAL ON ANY PRIVATE PROPERTY WITHOUT A PRIOR WRITTEN AGREEMENT FROM THE OWNER OF SAID PROPERTY. THE CONTRACTOR SHALL PROVIDED THE TOWN WITH A COPY OF THE AGREEMENT PRIOR TO PLACEMENT.

- 15. THE CONTRACTOR SHALL ADJUST ALL VALVE STACKS AND BOXES, CLEANOUTS, AND MANHOLE LIDS TO FINISHED GRADE OF THE PROPOSED PAVEMENT.

- 16. ALL STREETS WITHIN THE SCOPE OF THE CONTRACT SHALL BE KEPT ACCESSIBLE TO EMERGENCY VEHICLES AT ALL TIMES. TEMPORARY ACCESS SHALL BE PROVIDED TO ALL RESIDENCES AS NEEDED. ANY TEMPORARY ASPHALT AND/OR GRAVEL NECESSARY TO MAINTAIN ACCESS IS SUBSIDIARY TO THE PROJECT.

- 17. THE CONTRACTOR SHALL PROTECT ALL DRIVEWAYS UNLESS OTHERWISE NOTED ON THE DRAWINGS. ANY DAMAGES TO THE SAME (EXCLUSION OF THOSE NOTED ON THE DRAWINGS) CAUSED BY CONSTRUCTION ACTIVITIES SHALL BE REPLACED TO THE SATISFACTION OF AND AT NO ADDITIONAL COST TO THE TOWN. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVEWAYS AT ALL TIMES. IF ANY DAMAGED IS SUSTAINED TO EXISTING DRIVEWAYS THE CONTRACTOR SHALL REPLACE THE ENTIRE DRIVEWAY APPROACH UP TO THE CURB RETURN OR RIGHT OF WAY LIMIT, WHICHEVER IS GREATER, AT NO ADDITIONAL COST.

- 18. THE CONTRACTOR SHALL NEATLY SAW-CUT FULL DEPTH ALL PAVEMENT, CURB AND GUTTER AND DRIVEWAYS AS NECESSARY. NO SEPARATE PAY ITEM.

- 19. THE CONTRACTOR SHALL PROVIDE MEANS FOR ADEQUATELY CONTROLLING AND AVOIDING SOIL EROSION DURING CONSTRUCTION. THE CONTRACTOR SHALL MEET EPA AND TCEQ NPDES REGULATIONS CONCERNING EROSION AND SEDIMENT CONTROL. EXISTING CURB INLETS LOCATED DOWNSTREAM FROM CONSTRUCTION ACTIVITIES SHALL INCORPORATE BLOCK AND GRAVEL INLET PROTECTION PER NCTCOG STD. DWG. 1130.

- 20. WORK HOURS WILL BE MONDAY-FRIDAY, 8 AM TO 6 PM. WORK PERFORMED ON SATURDAY MUST HAVE PRIOR PERMISSION FROM THE TOWN. REQUEST FOR SATURDAY WORK SHALL BE MADE TO THE TOWN ENGINEER PRIOR TO 12:00 NOON ON THURSDAY. OVERTIME RATES WILL APPLY FOR AFTER HRS & SATURDAY WORK.

- 21. THE CONTRACTOR SHALL INSTALL NEW BLUE REFLECTIVE FIRE HYDRANT LOCATION MARKERS AFTER REPLACEMENT OF THE PROPOSED HMAC OVERLAY. NO SEPARATE PAY ITEM.

- 22. THE CONTRACTOR SHALL FURNISH A TRAFFIC CONTROL PLAN THAT IS COMPLIANT WITH MUTCD GUIDELINES. THE TRAFFIC CONTROL PLAN SHALL BE FOR ALL WORKING AREAS, AND SUBMITTED TO THE TOWN PUBLIC WORKS DEPARTMENT FOR APPROVAL PRIOR TO THE PRE-CONSTRUCTION MEETING. TWO-WAY TRAFFIC MUST BE MAINTAINED AT ALL TIMES. ONE LANE TRAVEL AROUND CONSTRUCTION OPERATIONS IN PROGRESS WITH ADEQUATE SAFEGUARDS WILL BE ACCEPTABLE ON MINOR STREETS ONLY. ALL BARRICADES, WARNING SIGNS, LIGHT DEVICES, AND ETC., FOR GUIDANCE AND PROTECTION OF TRAFFIC AND PEDESTRIANS, MUST CONFORM TO THE INSTALLATION SHOWN IN THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION), TEXAS DEPARTMENT OF TRANSPORTATION.

- 23. THE CONTRACTOR SHALL BE REQUIRED TO VIDEO ALL CONSTRUCTION SITES AND SUBMIT A CONSTRUCTION VIDEO TO THE ENGINEER PRIOR TO BEGINNING WORK. THE VIDEO SHALL CONTAIN REFERENCES TO THE DATE AND ADDRESS OF EACH PROPERTY. THE VIDEO SHALL BE PROFESSIONAL QUALITY, SUBJECT TO APPROVAL BY THE TOWN ENGINEER. NO SEPARATE PAY ITEM.

- 24. SIGNS ON SKIDS SHALL BE WEIGHTED DOWN WITH THE APPROPRIATE NUMBER OF SANDBAGS. THE SIGN SURFACE SHALL BE 4' x 4' PLYWOOD WITH FINISHED WHITE SURFACE AND TOWN OF CROSS ROADS LOGO. SIGNS WILL HAVE TWO (2) LINES OF WRITING STATING "YOUR STREET MAINTENANCE SALES TAX DOLLARS AT WORK" AND "2022 STREET REHABILITATION PHASE 1". CONSTRUCTION SIGNS WILL BE MOUNTED ON 4" x 4" MATERIAL, EXCEPT FOR 2" x 4" BRACES AND 4' x 4' PLYWOOD. SIGN DESIGN TO BE APPROVED BY TOWN ENGINEER. CONTRACTOR WILL BE REQUIRED TO CONSTRUCT TWO (2) PROJECT SIGNS PER STREET AND HAVE THEM PLACED AT LOCATIONS APPROVED BY THE TOWN ENGINEER.

- 25. ALL QUANTITIES SHALL BE FIELD MEASURED FOR PAYMENT BY CONTRACTOR AND APPROVED BY THE TOWN OF CROSS ROADS

- 26. THE CONTRACTOR MUST CONTACT THE MUSTANG SPECIAL UTILITY DISTRICT TO OBTAIN A FIRE HYDRANT METER. A DEPOSIT WILL BE REQUIRED AND INSTRUCTIONS WILL BE PROVIDED TO THE CONTRACTOR AT THE TIME THE METER IS CHECKED OUT. THE METER MUST REMAIN IN THIS PROJECT. THE METER CANNOT BE USED FOR ANY OTHER PROJECT.

- 27. SUPERVISION BY AN ENGLISH SPEAKING SUPERVISOR IS REQUIRED AT THE PROJECT LOCATION AT ALL TIMES. THE SUPERVISOR MUST HAVE THE AUTHORITY TO MAKE PROJECT RELATED DECISIONS ON SITE AND MUST BE ACCESSIBLE TO THE TOWN OF CROSS ROADS.

- 28. THE CONTRACTOR IS RESPONSIBLE FOR THE REPLACEMENT OF FRENCH DRAINS, PIPE DRAINS, OR ANY YARD DRAINAGE THAT IS NOTICEABLE. THE CONTRACTOR SHALL USE PVC MATERIAL PIPING TO REPLACE SUCH ITEMS. NO SEPARATE PAY ITEM.

- 29. ITEMS TO BE REMOVED MUST BE VERIFIED WITH PROJECT INSPECTOR PRIOR TO REMOVAL. ANY ITEMS REMOVED WITHOUT VERIFICATION SHALL NOT BE PAID FOR REPLACEMENT.

- 30. THE CONTRACTOR SHALL REMOVE FROM THE PROJECT AREA ALL SURPLUS MATERIAL. THIS SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM. SURPLUS MATERIALS FROM EXCAVATION INCLUDING DIRT, TRASH, ETC. SHALL BE PROPERLY DISPOSED AT A LOCATION ACCEPTABLE TO THE TOWN'S FLOOD PLAIN ADMINISTRATOR IF WITHIN THE TOWN LIMITS. IF THE LOCATION IS NOT WITHIN THE TOWN LIMITS, THE CONTRACTOR SHALL PROVIDE A LETTER STATING SO. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS ALONG NATURAL DRAINAGE WAYS, EXCLUSIVE OF SPECIFIC LOCATIONS NOTED IN THE PLANS, WITHOUT WRITTEN PERMISSON FROM THE AFFECTED PROPERTY OWNER AND THE TOWN'S FLOOD PLAIN ADMINISTRATOR. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN THE AREAS WITHOUT PERMISSION, HE WILL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND HE SHALL REMOVE MATERIAL AT HIS OWN COST.

- 31. CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE SERVICES OF A MATERIALS TESTING LABORATORY. THE LABORATORY SHALL BE APPROVED BY THE TOWN PRIOR TO THE START OF CONSTRUCTION.

- 32. ELEVATIONS, IF ANY, SHOWN ON PLANS ARE FOR REFERENCE ONLY. CONTRACTOR SHALL ESTABLISH ALL GRADES IN THE FIELD AND VERIFY WITH TOWN INSPECTOR. CONTRACTOR SHALL FACILITATE PROPER DRAINAGE.

- 33. PAVING CONTRACTOR WILL BE REQUIRED TO COORDINATE DRIVE ACCESS ISSUES WITH NEIGHBORS DURING THE PAVING PROCESS. EFFECTED NEIGHBORS WILL NEED TO PARK OUTSIDE THE CONSTRUCTION ZONE OR USE UNAFFECTED NEIGHBOR'S DRIVEWAY WHILE PAVING IS COMPLETED AND CURED IN FRONT OF THEIR HOME.

- 34. THE CONTRACTOR MUST REPAIR ANY DAMAGE TO IRRIGATION WITHIN THREE DAYS. THE CONTRACTOR SHALL NOT WAIT UNTIL THE END OF THE PROJECT TO MAKE THESE REPAIRS.

- 35. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING STREET CLEAN UP ACTIVITY AND SHALL HAVE STREET RETURNED TO PRE-CONSTRUCTION CONDITIONS WITHIN FOURTEEN (14) DAYS OF FINISHING CONSTRUCTION. IF THIS IS NOT MET ALL CONSTRUCTION ACTIVITY IS AT RISK OF BEING SHUT DOWN UNTIL CLEANING AND STREET RESTORATION IS COMPLETE.

- 36. CONTRACTOR SHALL COORDINATE LOCATIONS FOR STAGING AREA WITH THE TOWN. ALL DISTURBED AREAS SHALL BE RE-GRADED AND SODDED UPON COMPLETION OF EACH STREET SUBSIDIARY TO GENERAL SITE PREPARATION. STAGING AREAS SHALL BE REMOVED WITH LAND RETURNED TO PRE-PROJECT CONDITIONS WITHIN TWO WEEKS OF COMPLETION OF EACH PROJECT LOCATION. STAGING AREAS MAY BE UTILIZED FOR MULTIPLE STREETS IN CLOSE PROXIMITY AT THE DISCRETION OF THE TOWN. NO MORE THAN THREE (3) STAGING AREAS SHALL BE UTILIZED AT ANY TIME. NO CONSTRUCTION EQUIPMENT OR VEHICLES SHALL BE LEFT ON ANY STREET FOR MORE THAN ONE WEEK AND IN NO CASE ON A SATURDAY OR SUNDAY. EACH STAGING AREA SHALL HAVE A PERIMETER FENCE AND CONSTRUCTION ENTRANCE/EXIT. STAGING AREAS ARE TO BE USED FOR CONSTRUCTION TRAILERS, WATER LINE AND EQUIPMENT STORAGE ONLY. NO FILL DIRT OR STOCKPILES OF ANY KIND SHALL BE STORED. WATERING TO ESTABLISH REPLACED SOD UNTIL 85% COVERAGE AND TO THE SATISFACTION OF THE ENGINEER. ALL LABOR, MATERIAL, EQUIPMENT AND OTHER INCIDENTALS NECESSARY FOR STAGING AREA SHALL BE SUBSIDIARY TO GENERAL SITE PREPARATION.

- 37. PROPERTY LINES SHOWN ARE APPROXIMATE. ALL WORK SHALL BE CONTAINED WITHIN EXISTING ROADWAY SECTION. NO FENCES SHALL BE REMOVED OR CROSSED.

- 38. SECTIONS MARKED FOR DITCH REPAIR, DITCHWORK WILL CONSIST OF 12" ROCK RIP-RAP WHERE NOTED ON THE PLANS. THE REMAINDER OF THE DITCH WILL BE FILLED WITH EXCESS MATERIAL PER SPECIFICATIONS.

- 39. THE TYPE OF RIP-RAP USED AT THE DOWNSTREAM END OF CULVERTS WILL BE 12" ROCK RIP-RAP. THE RIP-RAP WILL BE PLACED AT LOCATIONS AND DIMENSIONS NOTED IN THE PLANS.

**2022 STREET REHABILITATION
 PHASE 1
 CROSS ROADS, TEXAS**



Revision No.	Date	Description

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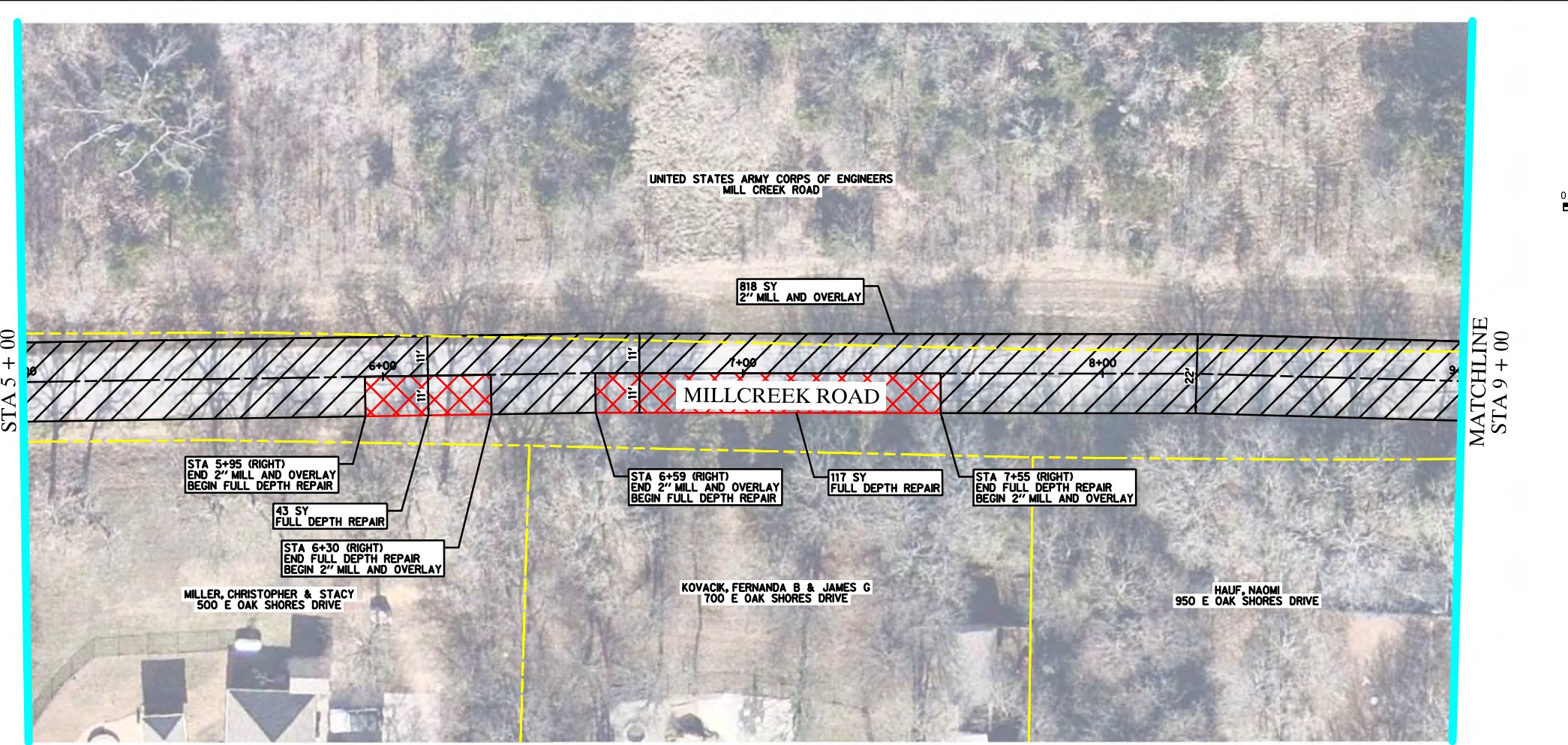
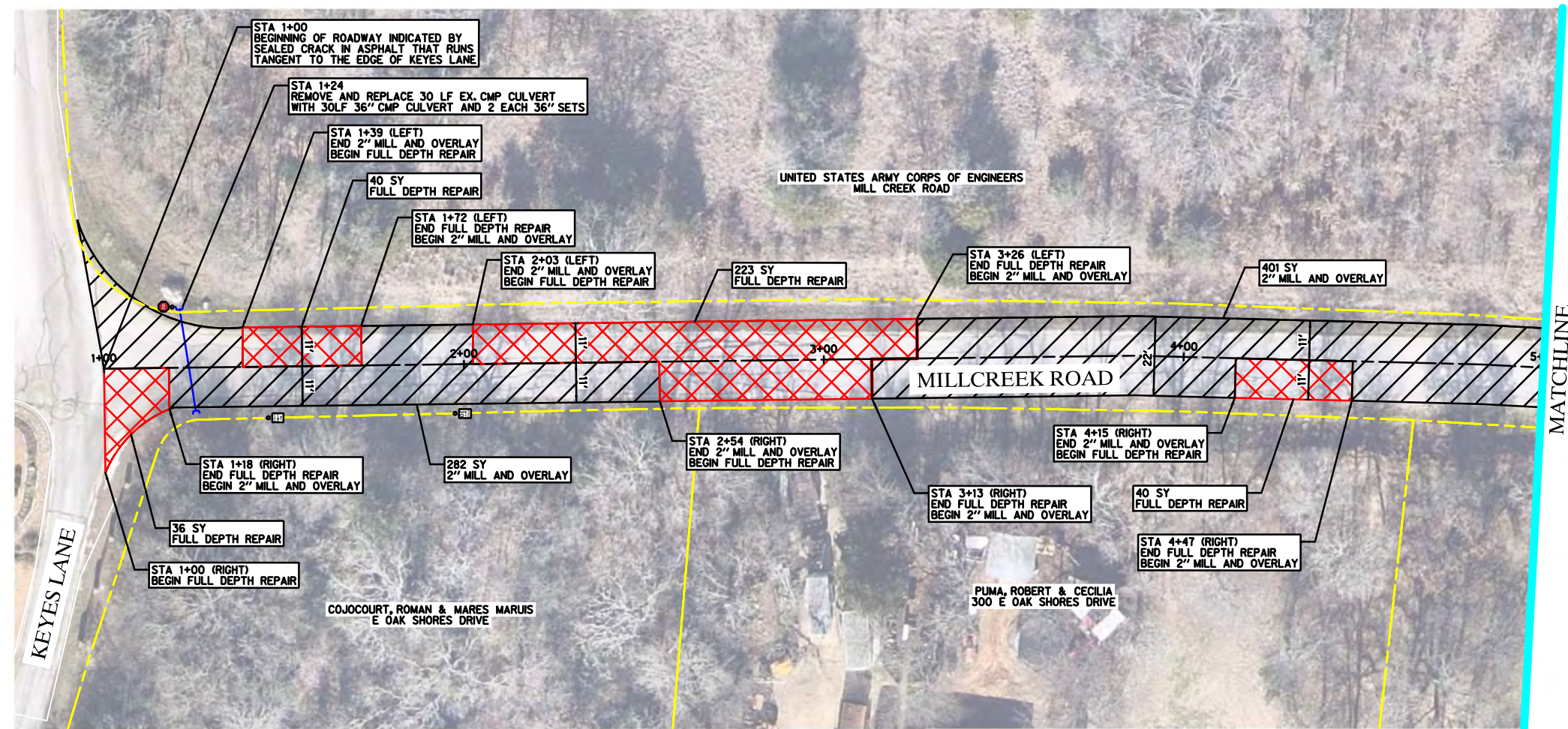


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Checked By:	LAH
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Sheet Title
GENERAL NOTES

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Sheet Number



2022 STREET REHABILITATION PHASE 1
CROSS ROADS, TEXAS

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3803 PARKWOOD BLVD., SUITE 800
DALLAS, TEXAS 75246
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TPELS ENGINEERING FIRM #312

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DATE SEPTEMBER 8, 2022
TPELS Engineering Firm #312

TOWN OF CROSS ROADS
EST. 1973

SUMMARY OF IMPROVEMENTS THIS SHEET

PAVEMENT REMOVALS:
2000 SY - ASPHALT PAVEMENT (2" MILL)

PAVEMENT REPAIRS:
2000 SY - 2" OVERLAY
499 SY - FULL DEPTH REPAIR

ADDITIONAL REPAIRS:
30 LF - REMOVE EX. CMP CULVERT
30 LF - 36" CMP CULVERT
2 EA - 36" SETS

Project No.: 43608
Issued: 9/8/2022
Drawn By: PTS
Checked By: LAH
Scale: 1" = 40"
Sheet Title: MILLCREEK ROAD BEGIN TO STA 9+00

4 OF 16
Sheet Number

DATE: 09/08/2022

PROJECT: 2022 STREET REHABILITATION PHASE 1

SCALE: 1"=40'

SHEET: 5 OF 16

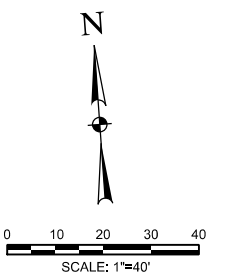
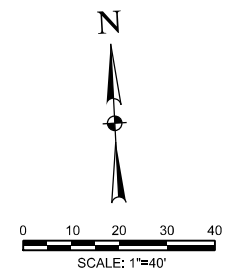
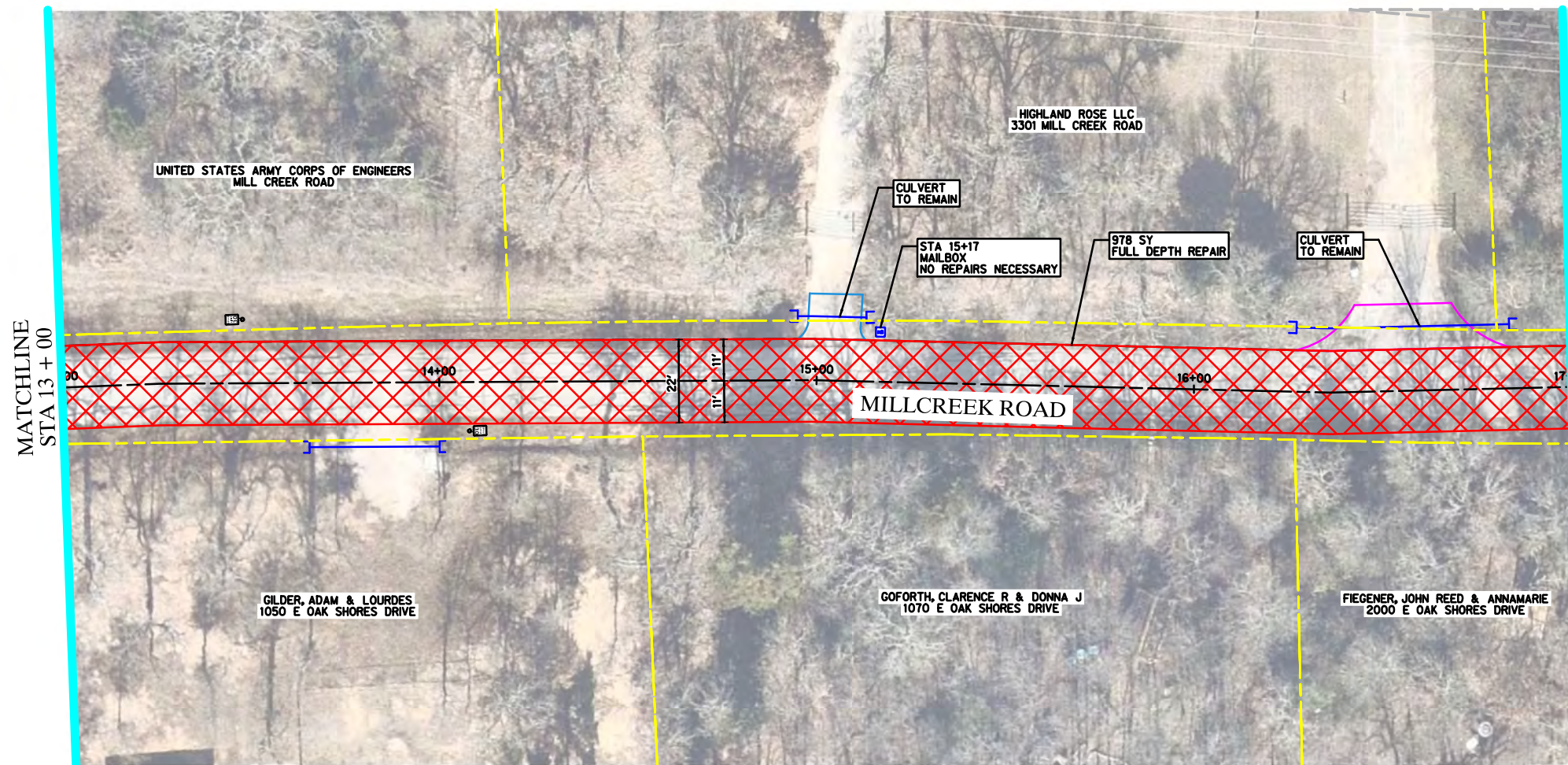
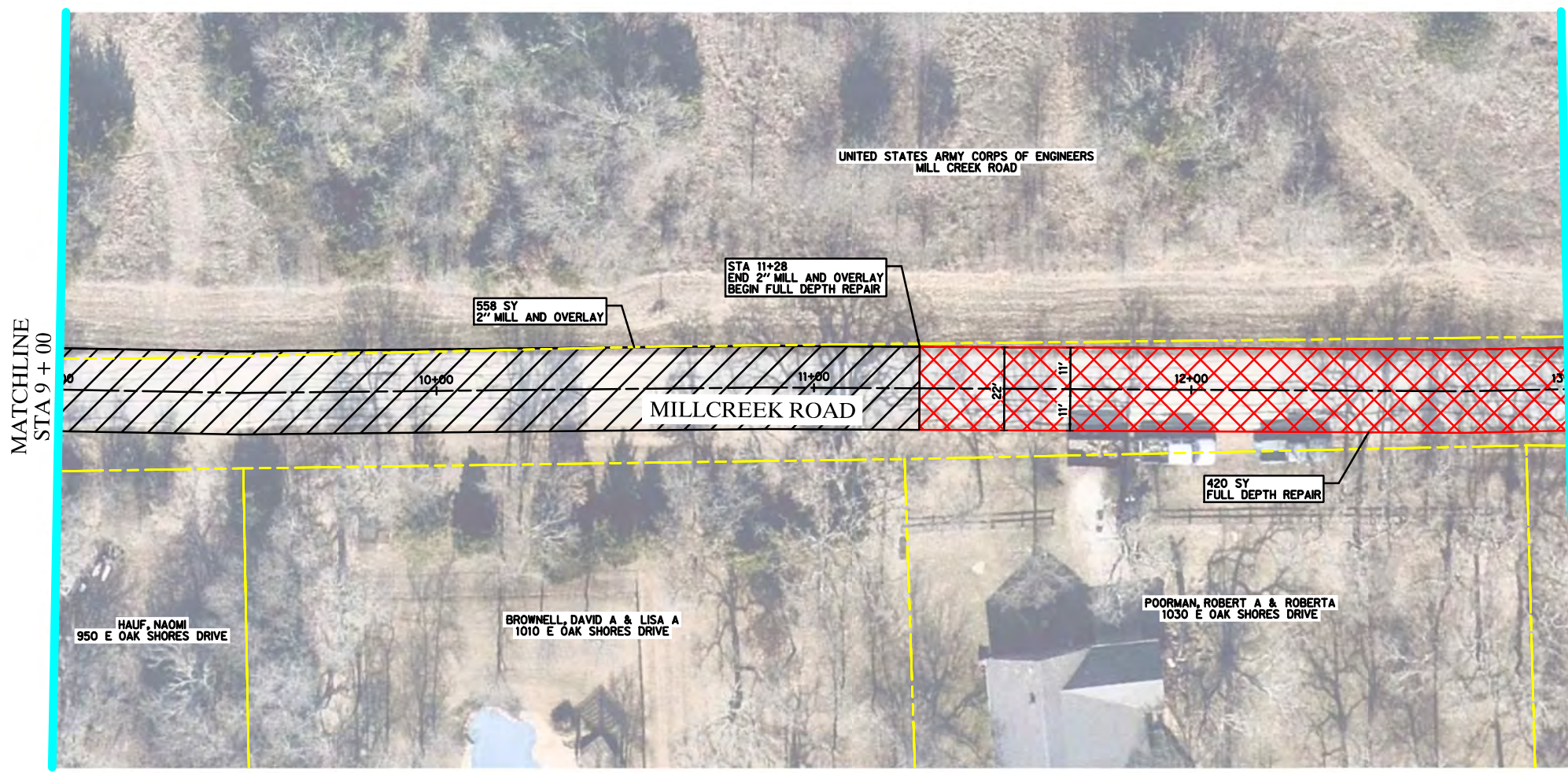
DATE: 09/08/2022

MATCHLINE STA 9 + 00











MATCHLINE STA 13 + 00

MATCHLINE STA 13 + 00

MATCHLINE STA 17 + 00



LEGEND

-  2" MILL AND OVERLAY
-  FULL DEPTH ASPHALT REPAIR
-  DITCH REWORK & BACKFILL OF PAVEMENT EDGES
-  CULVERT STREAM REPAIR WITH 12" ROCK RIPRAP
-  CROSS CULVERT
-  PARCELS/ROW/PROP. LINES
-  MATCHLINE
-  PAVEMENT CENTERLINE
-  FIRE HYDRANT
-  MAILBOX

NOTES:

1. NO SURVEY CONTROL FOR PROJECT. CONTRACTOR SHALL STAKE STATIONS BASED OFF CENTERLINE FIELD MEASUREMENTS. CONTRACTOR SHALL MARK PROPOSED FULL DEPTH LOCATIONS FOR ENGINEER CONFIRMATION PRIOR TO BEGINNING OF WORK.
2. DITCH REWORK AND REGRADE ITEM SHALL INCLUDE BACK FILLING DITCH WITH IN-SITU MATERIALS TO A MAX SIDE SLOPE OF 3:1, PROVIDED POSITIVE DRAINAGE IS MAINTAINED. COMPACTION AND SEEDING OF BACK FILL MATERIAL IS SUBSIDIARY TO THE WORK ON THIS ITEM.
3. BACK FILL OF PAVEMENT EDGES INCLUDES REWORKING AND COMPACTION OF EARTH UP TO 3' FROM THE PAVEMENT EDGE TO 95% STANDARD PROCTOR DENSITY. IN-SITU MATERIAL TO BE ADDED AS FILL MATERIAL AS REQUIRED BY GRADES. SUBSIDIARY TO THE UNIT COST.
4. CONCRETE DRIVEWAY APPROACHES TO REMAIN SHALL BE SAWCUT ALONG ASPHALT REPLACEMENT LIMITS TO PROVIDE A SMOOTH EDGE AT A COST SUBSIDIARY TO THE PROJECT.
5. EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. NO SUE OR SURVEY WAS CONDUCTED TO VERIFY EXISTING UTILITY LOCATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK.
6. ASPHALT PAVEMENT REMOVAL AND REPLACEMENT LIMITS ESTABLISHED BY THE USE OF FIELD INVESTIGATION AND AERIAL IMAGERY.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING GRADES FOR PROPER TIE-INS AND TO FACILITATE PROPER DRAINAGE.
8. ALL PAVEMENT SHALL BE MILLED TO A DEPTH OF 2 INCHES. FULL DEPTH REPAIR INCLUDES REMOVAL OF ADDITIONAL 10 INCHES OF MATERIAL AND PLACEMENT OF 6 INCHES OF FLEX BASE AND 4 INCHES OF TYPE B ASPHALT. THE SURFACE SHALL THEN BE OVERLAID WITH 2 INCHES OF TYPE D ASPHALT.

SUMMARY OF IMPROVEMENTS THIS SHEET

- PAVEMENT REMOVALS:**
1956 SY - ASPHALT PAVEMENT (2" MILL)
- PAVEMENT REPAIRS:**
1956 SY - 2" OVERLAY
1398 SY - FULL DEPTH REPAIR

2022 STREET REHABILITATION PHASE 1
CROSS ROADS, TEXAS



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Issued:	9/8/2022
Drawn By:	PTS
Checked By:	LAH
Scale:	1" = 40'
Sheet Title	MILLCREEK ROAD STA 9+00 TO STA 17+00

2022 STREET REHABILITATION
PHASE 1
CROSS ROADS, TEXAS



Revision No.	Date	Description

PRELIMINARY
FOR INTERIM REVIEW ONLY
THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL. PERMIT, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:
LEIGH A. HOLLIS 103573 P.E. NO.
DATE: SEPTEMBER 8, 2022
TPELS Engineering Firm #312



Project No.:	43608
Issued:	9/8/2022
Drawn By:	PTS
Checked By:	LAH
Scale:	1" = 40'
Sheet Title	MILLCREEK ROAD STA 17+00 TO STA 25+00
Sheet Number	6 OF 16

LEGEND

- 2" MILL AND OVERLAY
- FULL DEPTH ASPHALT REPAIR
- DITCH REWORK & BACKFILL OF PAVEMENT EDGES
- CULVERT STREAM REPAIR WITH 12" ROCK RIPRAP
- CROSS CULVERT
- PARCELS/ROW/PROP. LINES
- MATCHLINE
- PAVEMENT CENTERLINE
- FIRE HYDRANT
- MAILBOX

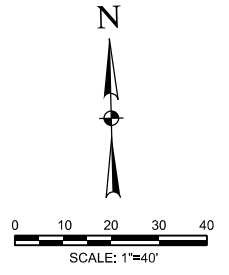
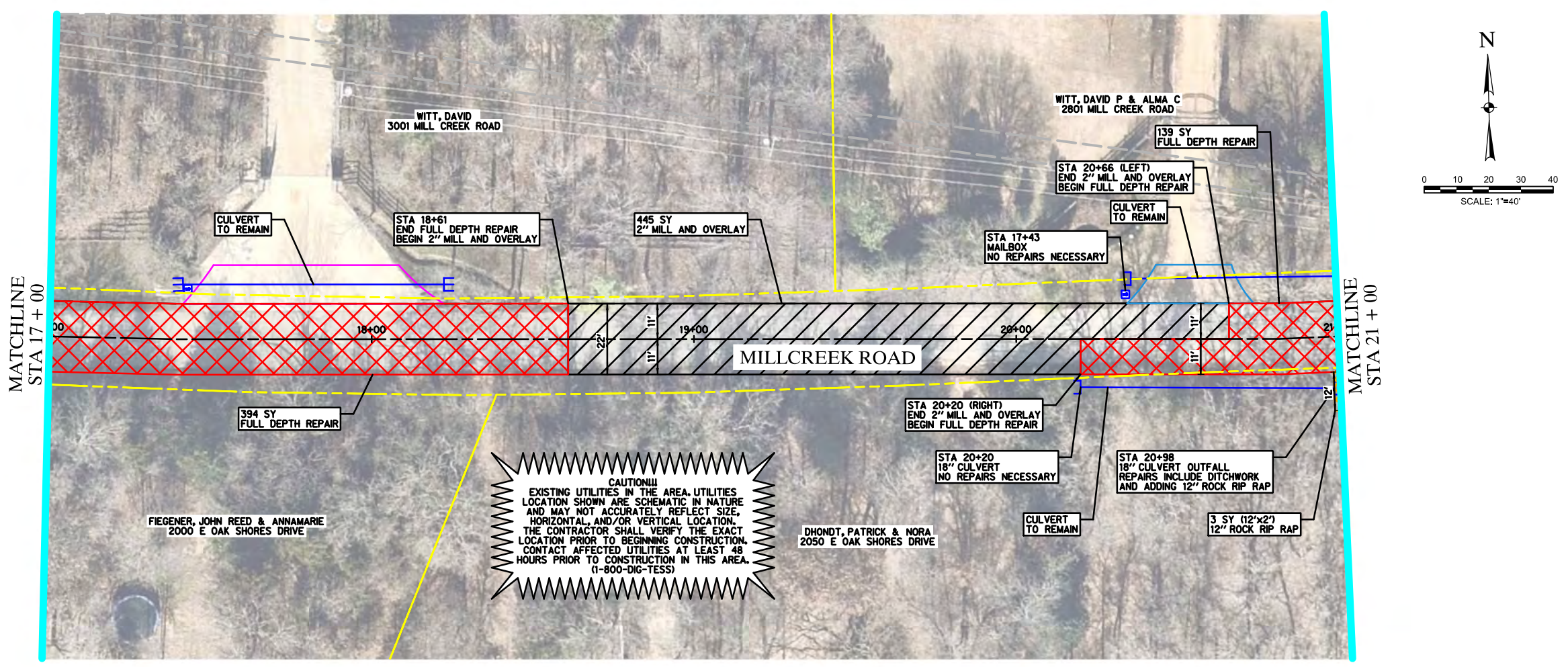
- NOTES:**
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SUMMARY OF IMPROVEMENTS THIS SHEET

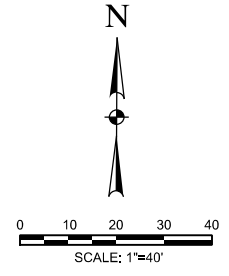
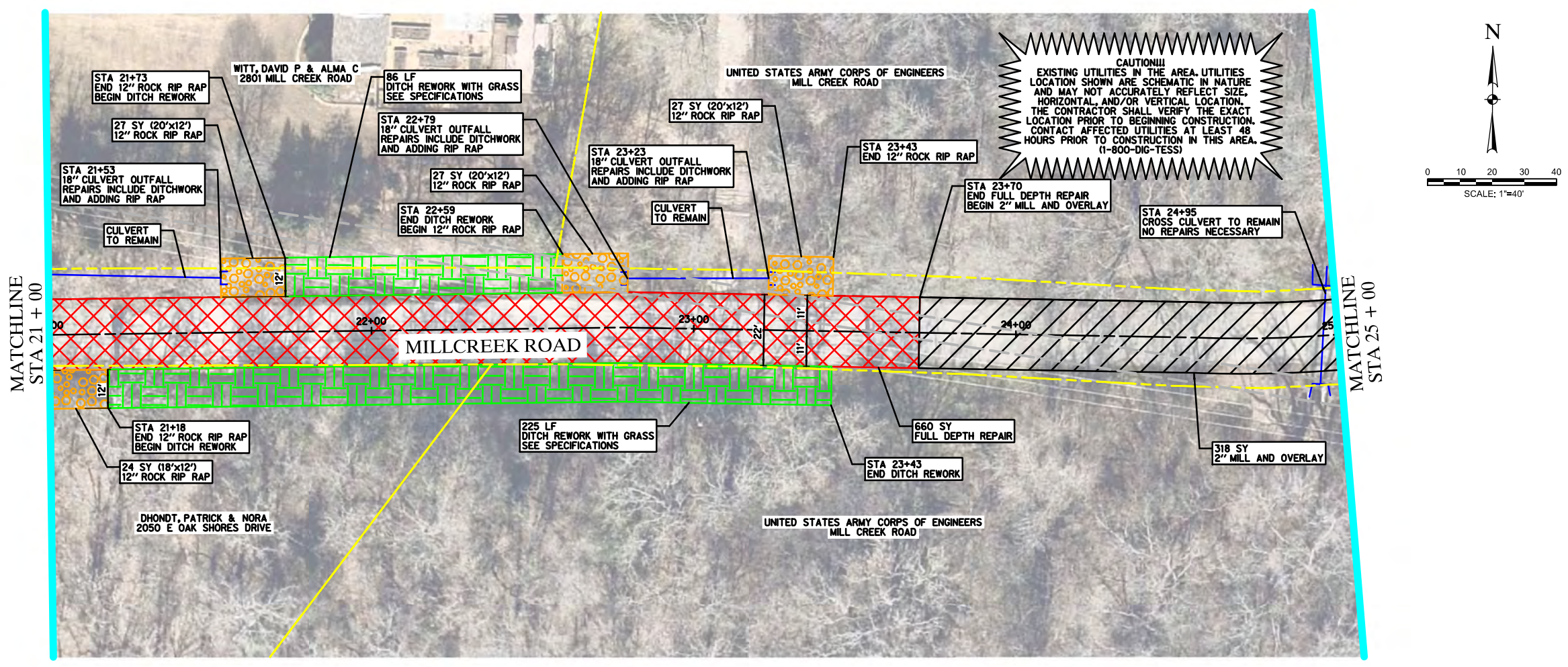
PAVEMENT REMOVALS:
1956 SY - ASPHALT PAVEMENT (2" MILL)

PAVEMENT REPAIRS:
1956 SY - 2" OVERLAY
1193 SY - FULL DEPTH REPAIR

ADDITIONAL REPAIRS:
311 LF - DITCH REWORK
108 SY - 12" ROCK RIP RAP



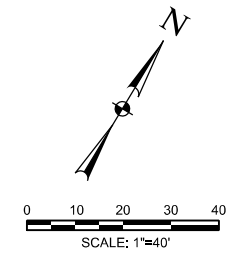
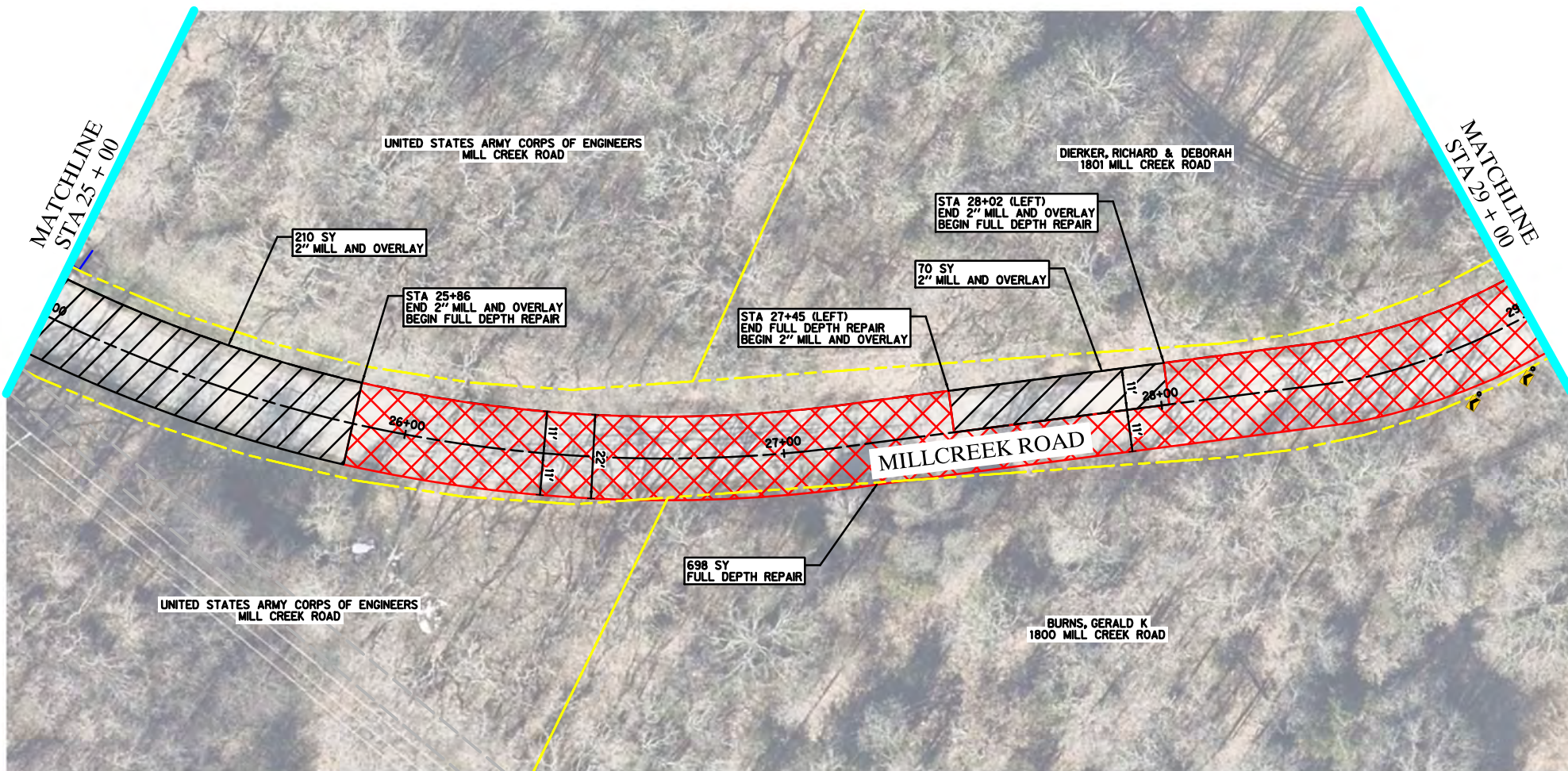
CAUTION!!!
EXISTING UTILITIES IN THE AREA. UTILITIES LOCATION SHOWN ARE SCHEMATIC IN NATURE AND MAY NOT ACCURATELY REFLECT SIZE, HORIZONTAL, AND/OR VERTICAL LOCATION. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION PRIOR TO BEGINNING CONSTRUCTION. CONTACT AFFECTED UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION IN THIS AREA. (1-800-DIG-TESS)



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DATE: 09/08/2022
DRAWN BY: LAH
CHECKED BY: LAH
SCALE: 1"=40'

DATE: 09/08/2022
DRAWN BY: LAH
CHECKED BY: LAH
SCALE: 1"=40'



- LEGEND**
- 2" MILL AND OVERLAY
 - FULL DEPTH ASPHALT REPAIR
 - DITCH REWORK & BACKFILL OF PAVEMENT EDGES
 - CULVERT STREAM REPAIR WITH 12" ROCK RIPRAP
 - CROSS CULVERT
 - PARCELS/ROW/PROP. LINES
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 - PAVEMENT CENTERLINE
 - FIRE HYDRANT
 - MAILBOX

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**2022 STREET REHABILITATION
PHASE 1
CROSS ROADS, TEXAS**

HALFF
3803 PARKWOOD BLVD., SUITE 800
DALLAS, TEXAS 75246
TEL (214) 618-4570
TXPELS ENGINEERING FIRM #312

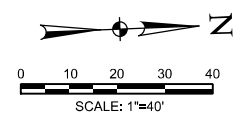
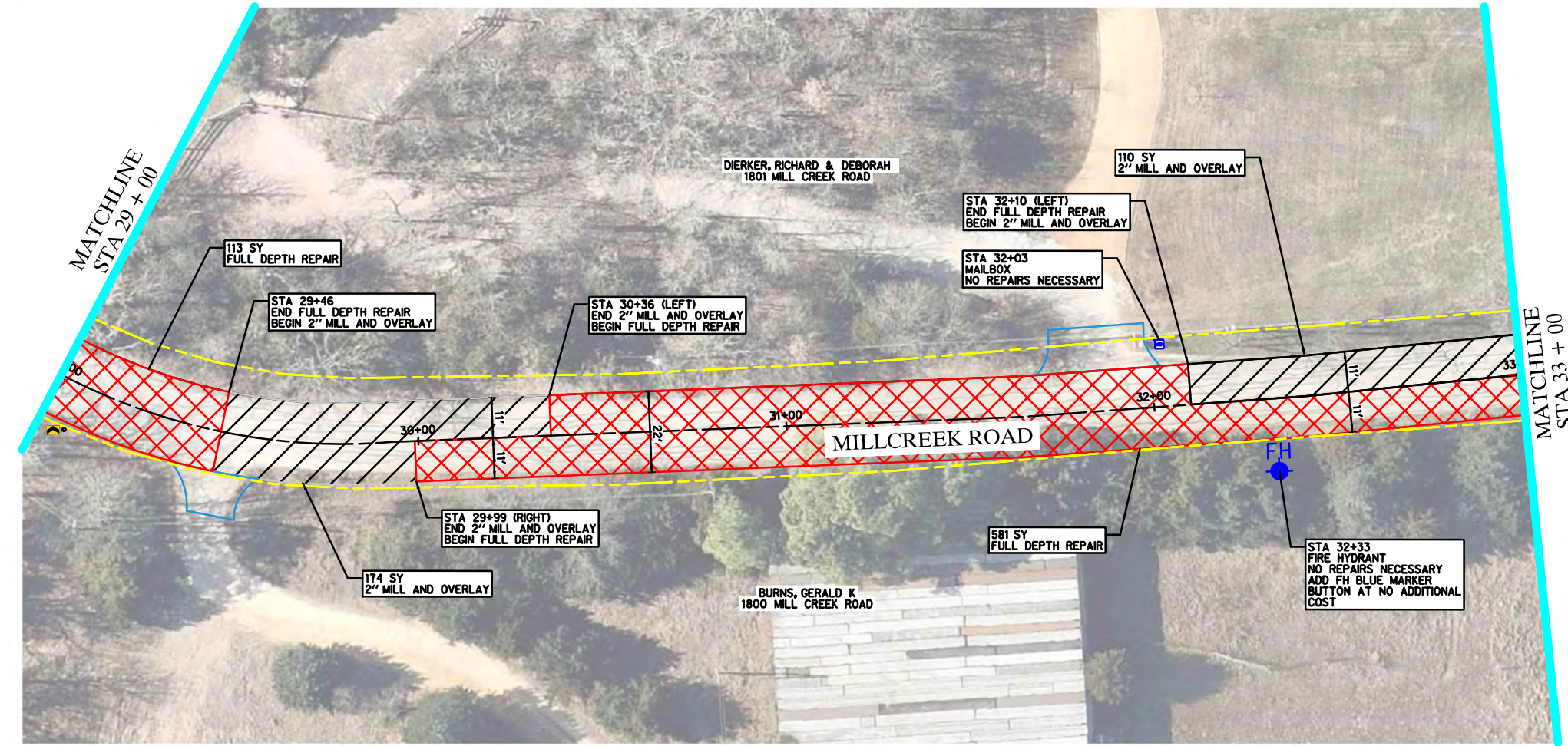
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LEIGH A. HOLLIS 103573
NAME P.E. NO.
DATE SEPTEMBER 8, 2022
TXPELS Engineering Firm #312



**SUMMARY OF IMPROVEMENTS
THIS SHEET**

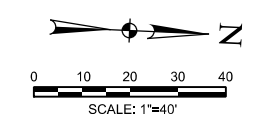
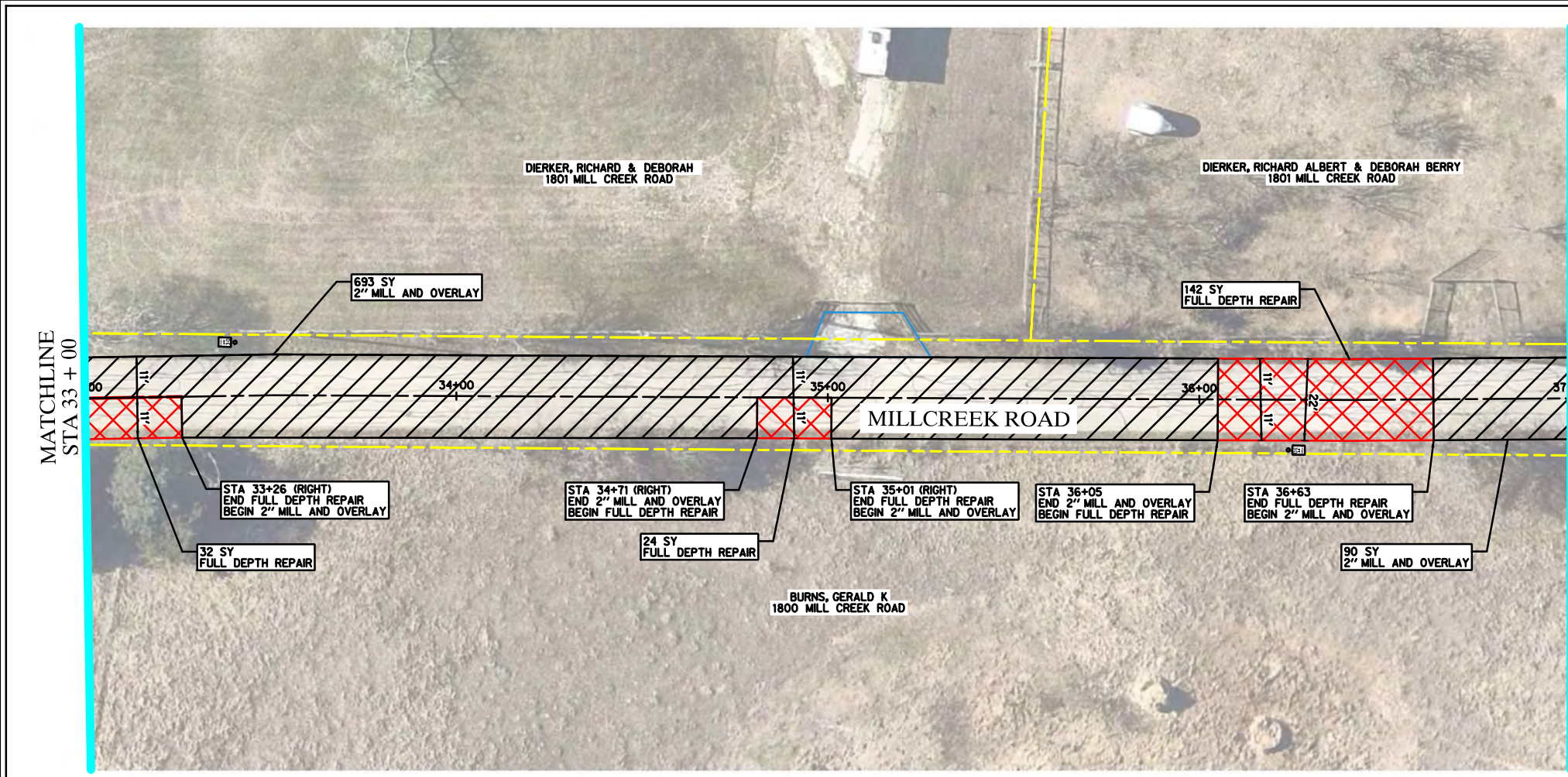
PAVEMENT REMOVALS:
1956 SY - ASPHALT PAVEMENT (2" MILL)

PAVEMENT REPAIRS:
1956 SY - 2" OVERLAY
1392 SY - FULL DEPTH REPAIR



Project No.: 43608
Issued: 9/8/2022
Drawn By: PTS
Checked By: LAH
Scale: 1" = 40'
Sheet Title MILLCREEK ROAD STA 25+00 TO STA 33+00
7 OF 16
Sheet Number

DATE: 09/08/2022
 TIME: 10:00 AM
 PROJECT: MILLCREEK ROAD
 SHEET: 8 OF 16



- LEGEND**
- 2" MILL AND OVERLAY
 - FULL DEPTH ASPHALT REPAIR
 - DITCH REWORK & BACKFILL OF PAVEMENT EDGES
 - CULVERT STREAM REPAIR WITH 12" ROCK RIPRAP
 - CROSS CULVERT
 - PARCELS/ROW/PROP. LINES
 - MATCHLINE
 - PAVEMENT CENTERLINE
 - FIRE HYDRANT
 - MAILBOX

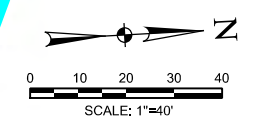
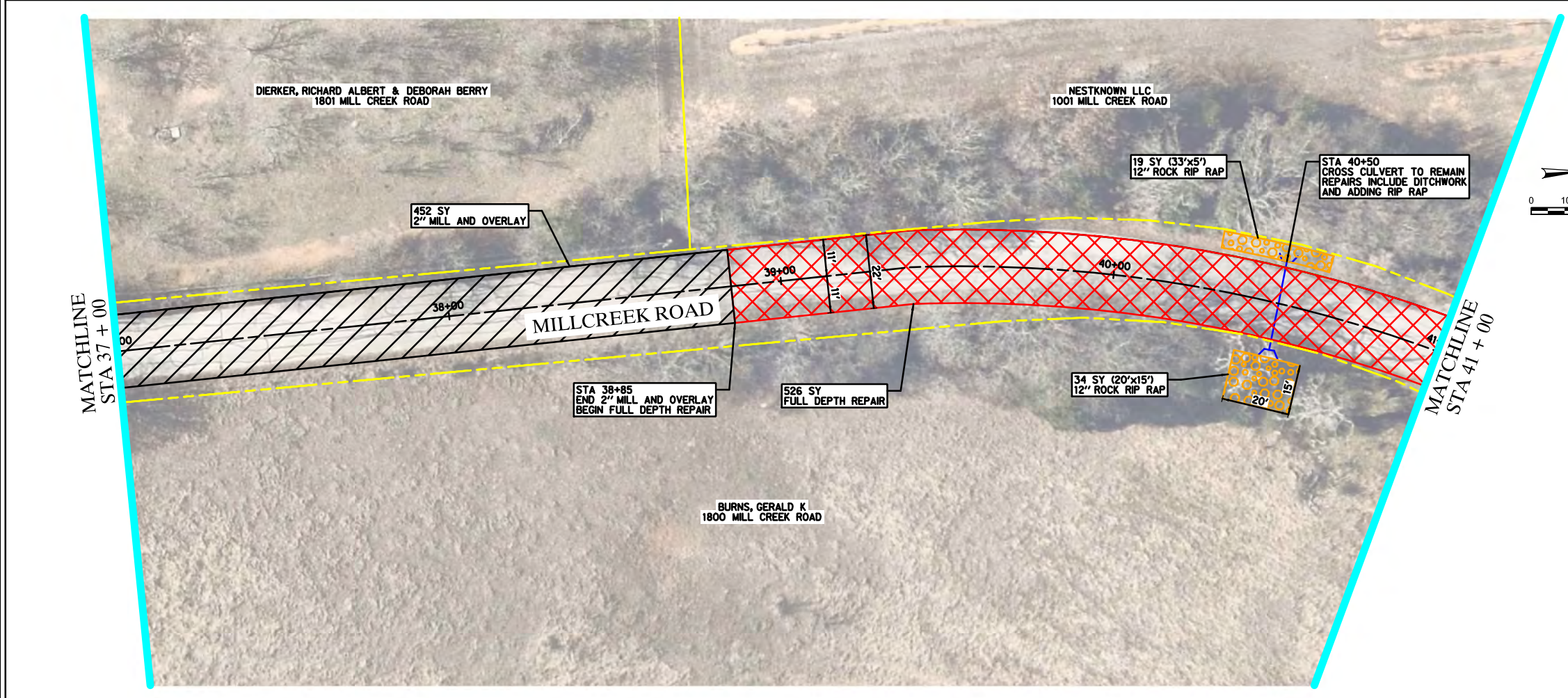
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2022 STREET REHABILITATION
PHASE 1
 CROSS ROADS, TEXAS

3803 PARKWOOD BLVD., SUITE 800
 DALLAS, TX 75246-4640
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 NAME
 DATE SEPTEMBER 8, 2022
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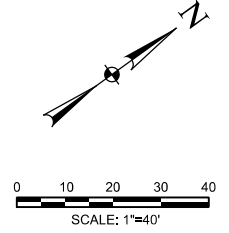
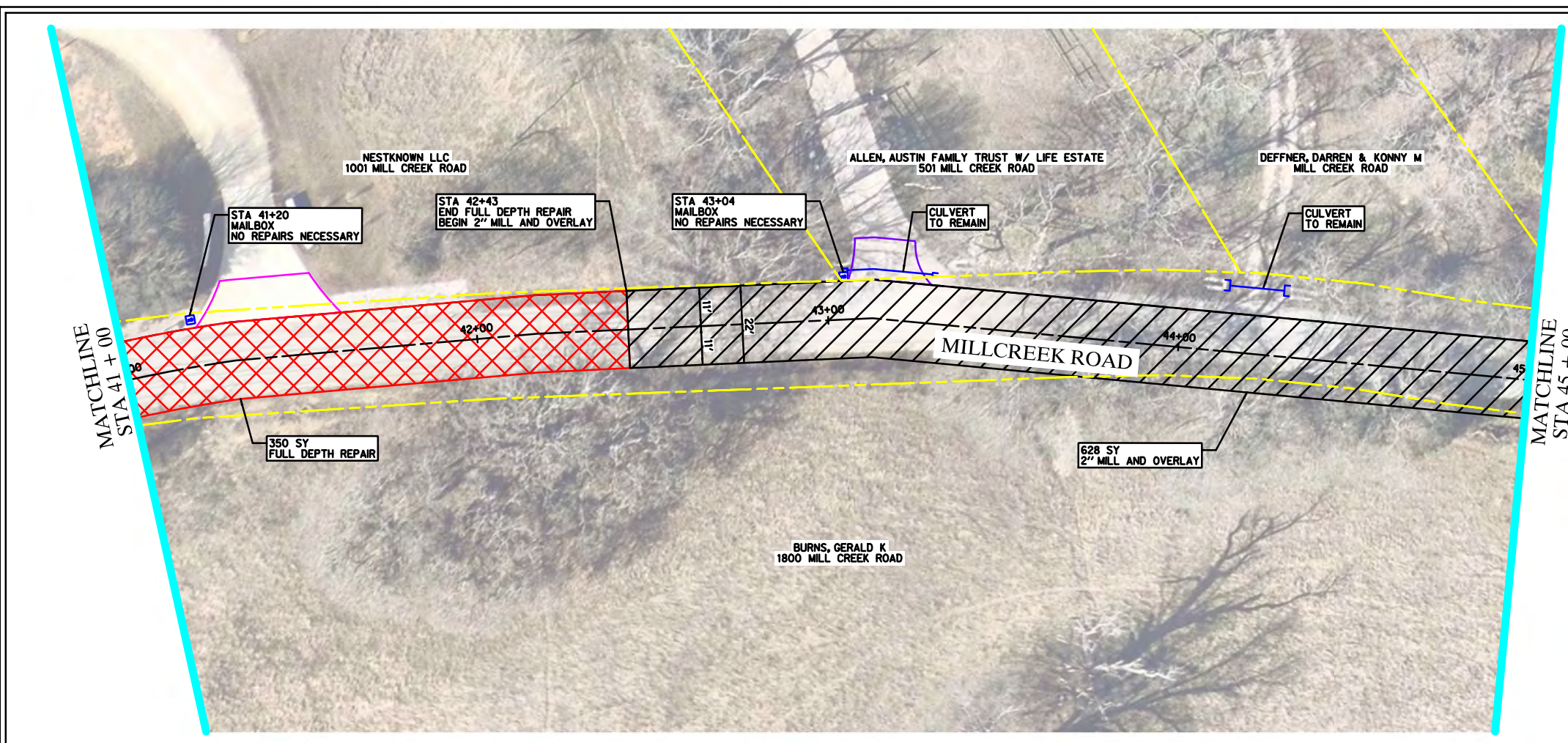


SUMMARY OF IMPROVEMENTS THIS SHEET

- PAVEMENT REMOVALS:**
 1959 SY - ASPHALT PAVEMENT (2" MILL)
- PAVEMENT REPAIRS:**
 1959 SY - 2" OVERLAY
 724 SY - FULL DEPTH REPAIR
- ADDITIONAL REPAIRS:**
 53 SY - 12" ROCK RIP RAP



Project No.: 43608
Issued: 9/8/2022
Drawn By: PTS
Checked By: LAH
Scale: 1" = 40"
Sheet Title MILLCREEK ROAD STA 33+00 TO STA 41+00



- LEGEND**
- 2" MILL AND OVERLAY
 - FULL DEPTH ASPHALT REPAIR
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 - CULVERT STREAM REPAIR WITH 12" ROCK RIPRAP
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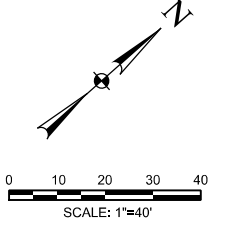
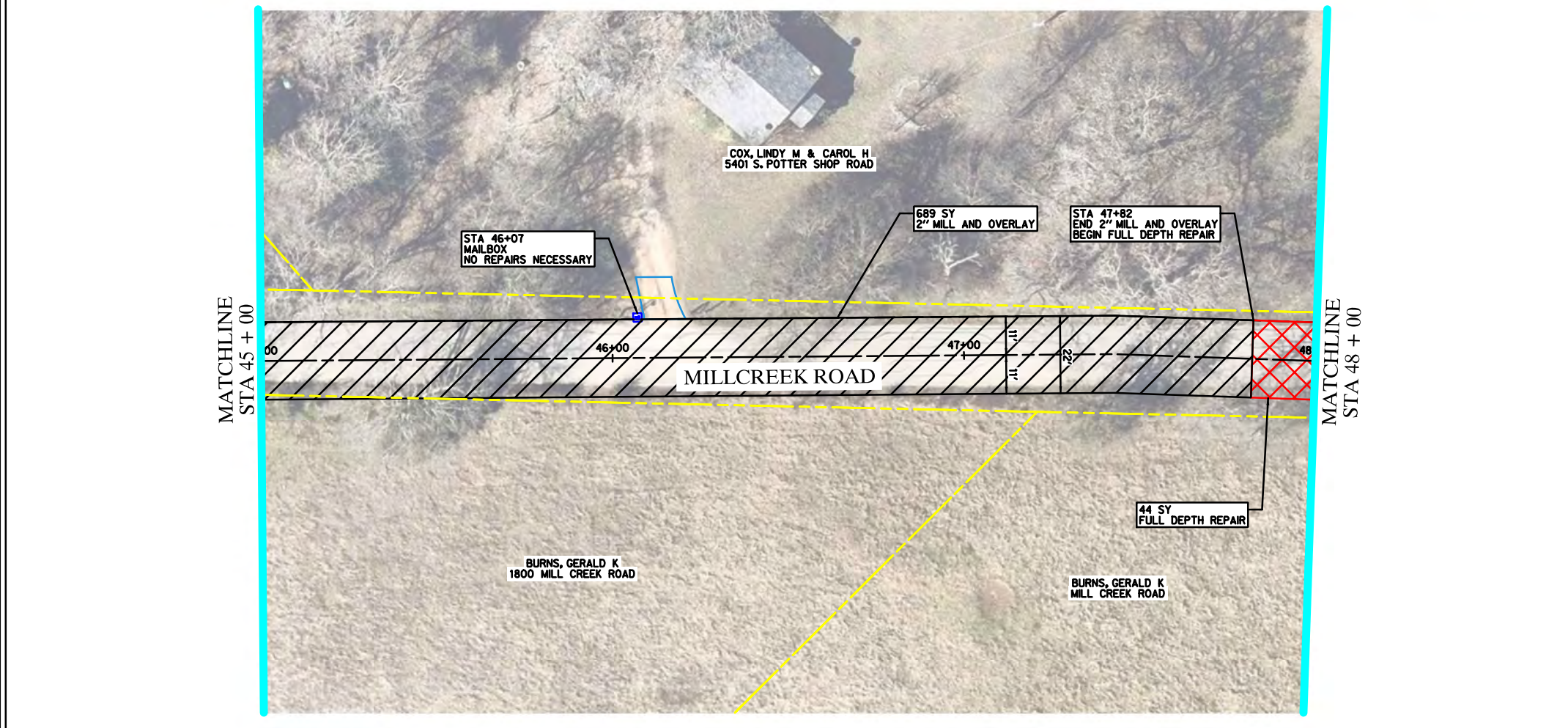
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LEIGH A. HOLLIS 103573
NAME P.E. NO.
DATE SEPTEMBER 8, 2022
TPELS Engineering Firm #312



**SUMMARY OF IMPROVEMENTS
THIS SHEET**

PAVEMENT REMOVALS:
1711 SY - ASPHALT PAVEMENT (2" MILL)

PAVEMENT REPAIRS:
1711 SY - 2" OVERLAY
394 SY - FULL DEPTH REPAIR



Project No.:	43608
Issued:	9/8/2022
Drawn By:	PTS
Checked By:	LAH
Scale:	1" = 40'
Sheet Title	MILLCREEK ROAD STA 41+00 TO STA 48+00
9 OF 16	Sheet Number

2022 STREET REHABILITATION
PHASE 1
CROSS ROADS, TEXAS



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Project No.:	43608
Issued:	9/8/2022
Drawn By:	PTS
Checked By:	LAH
Scale:	1" = 40"
Sheet Title	MILLCREEK ROAD STA 48+00 TO END
Sheet Number	10 OF 16

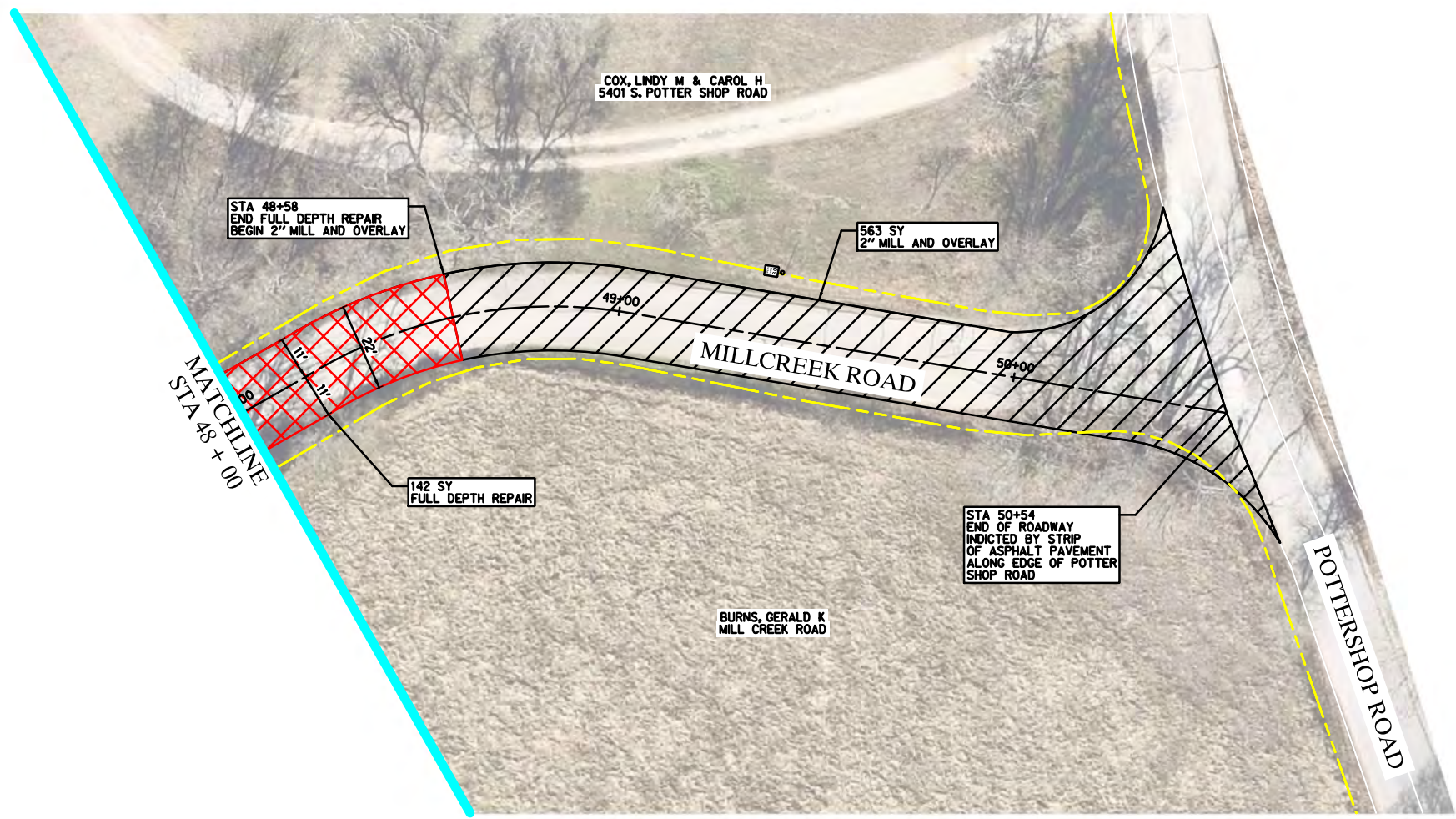
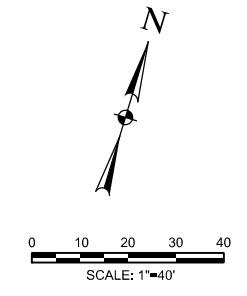
- LEGEND**
- 2" MILL AND OVERLAY
 - FULL DEPTH ASPHALT REPAIR
 - DITCH REWORK & BACKFILL OF PAVEMENT EDGES
 - CULVERT STREAM REPAIR WITH 12" ROCK RIPRAP
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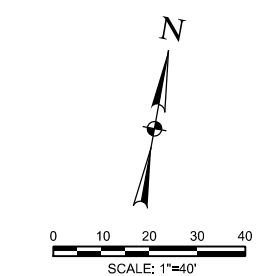
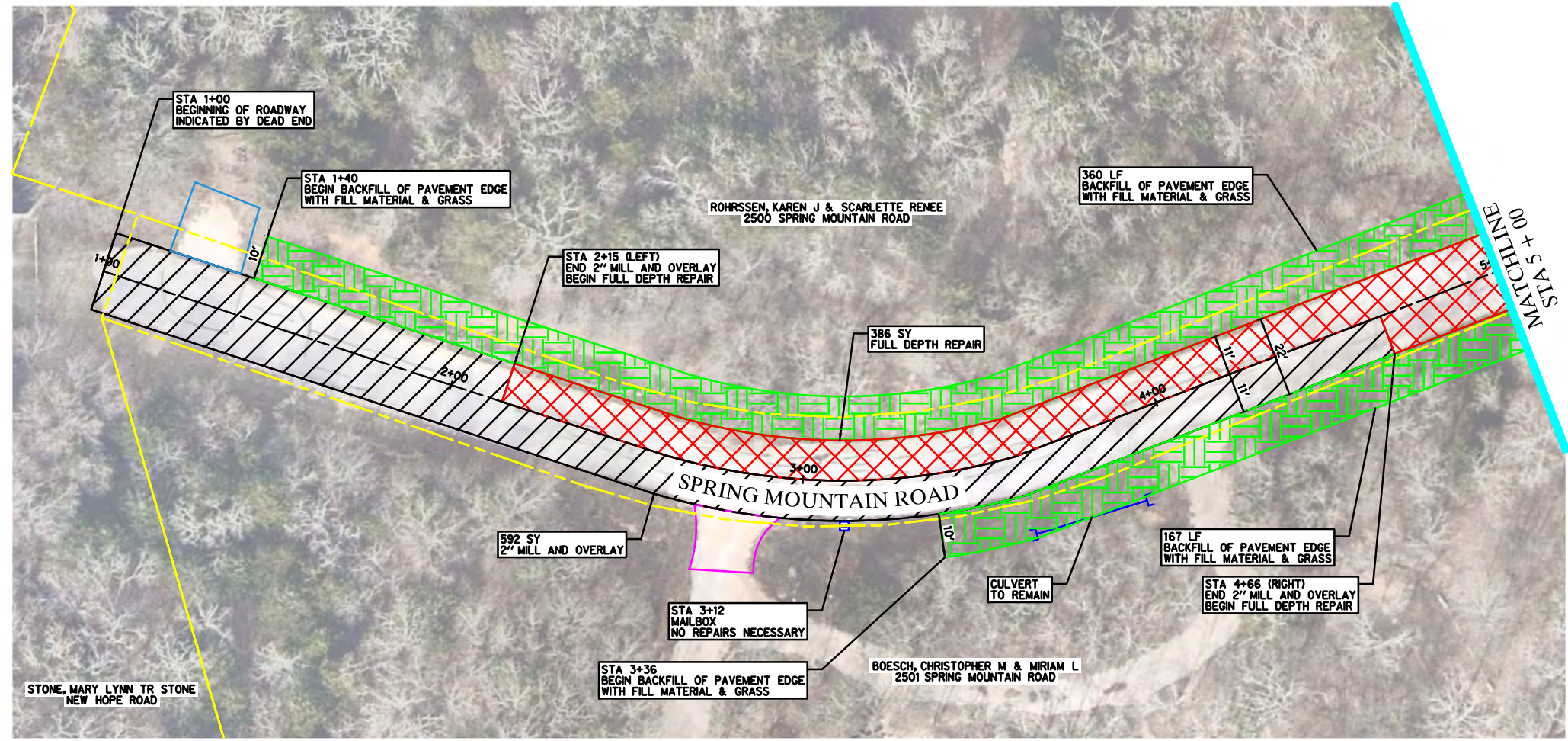
**SUMMARY OF IMPROVEMENTS
THIS SHEET**

PAVEMENT REMOVALS:
705 SY - ASPHALT PAVEMENT (2" MILL)

PAVEMENT REPAIRS:
705 SY - 2" OVERLAY
142 SY - FULL DEPTH REPAIR

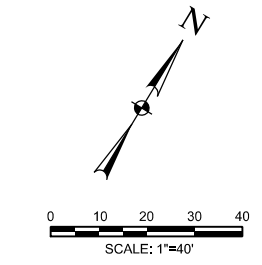
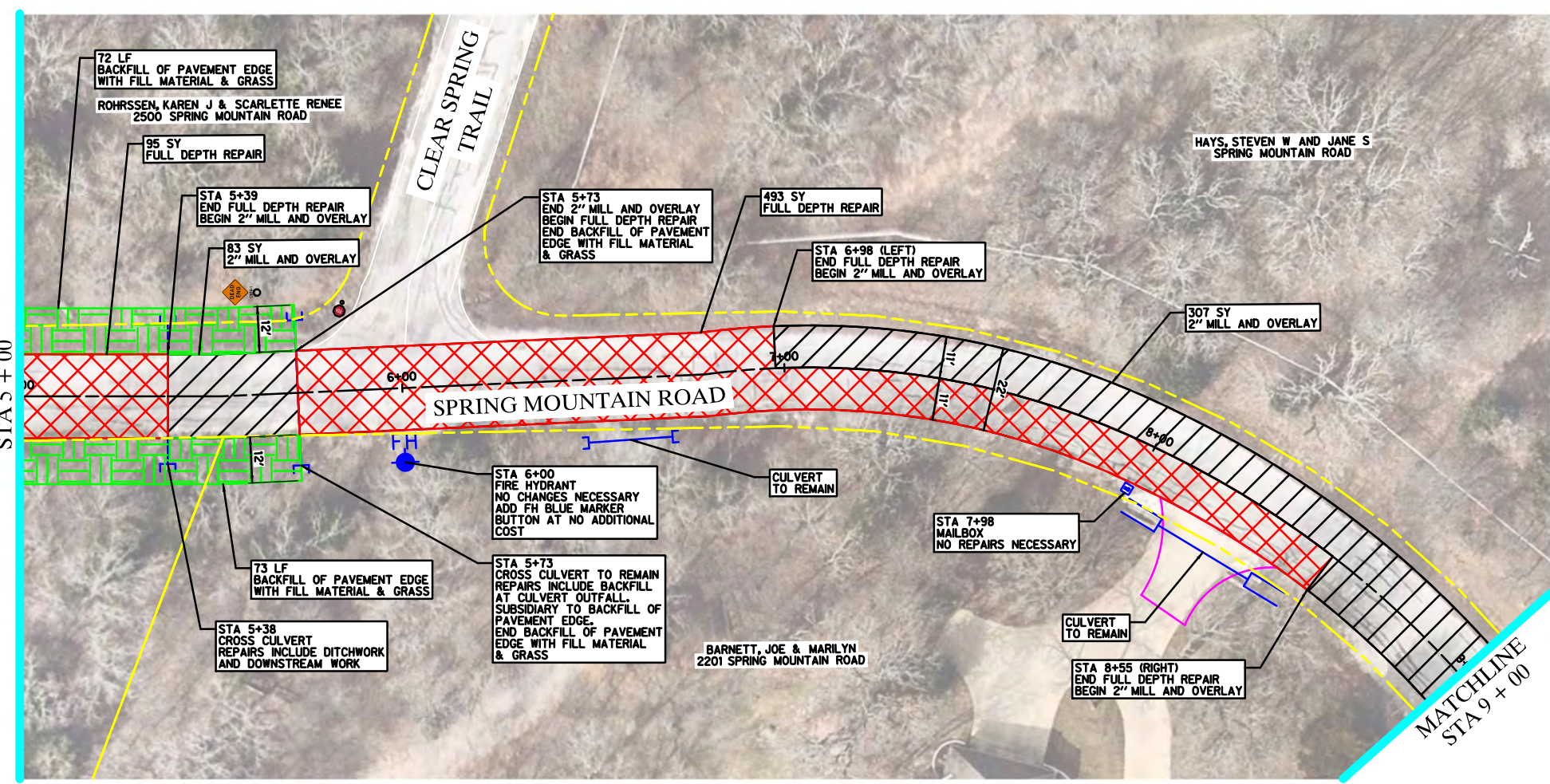


DATE PLOTTED: 9/14/2022 10:58:12 AM BY: pts



- LEGEND**
- 2" MILL AND OVERLAY
 - FULL DEPTH ASPHALT REPAIR
 - DITCH REWORK & BACKFILL OF PAVEMENT EDGES
 - CULVERT STREAM REPAIR WITH 12" ROCK RIPRAP
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Revision No.	Date	Description

SUMMARY OF IMPROVEMENTS THIS SHEET

PAVEMENT REMOVALS:
1956 SY - ASPHALT PAVEMENT (2" MILL)

PAVEMENT REPAIRS:
1956 SY - 2" OVERLAY
974 SY - FULL DEPTH REPAIR

ADDITIONAL REPAIRS:
672 LF - BACKFILL OF PAVEMENT EDGES WITH FILL MATERIAL & GRASS

**2022 STREET REHABILITATION
PHASE 1
CROSS ROADS, TEXAS**



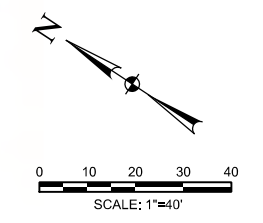
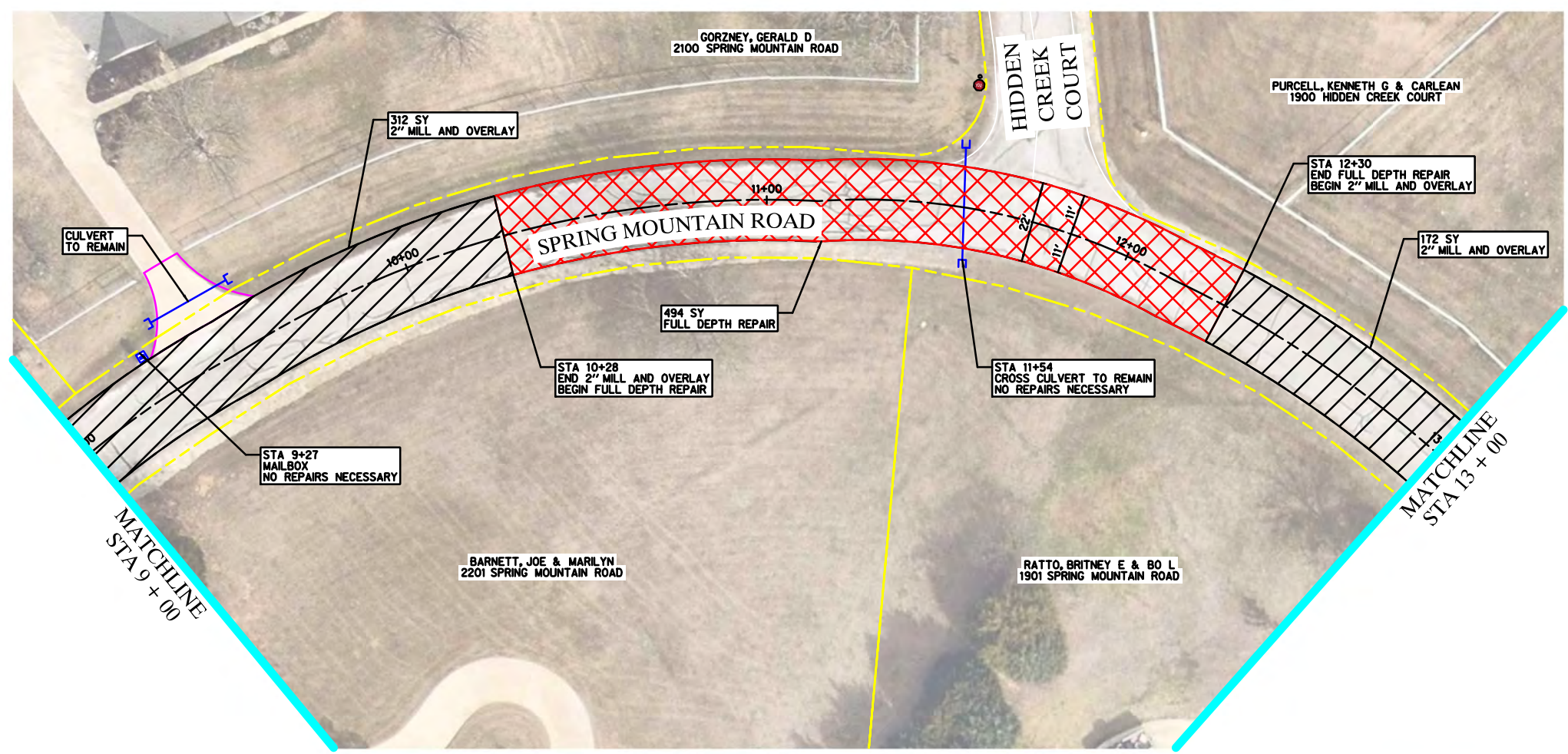
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LEIGH A. HOLLIS 103573
NAME P.E., N.D.
DATE SEPTEMBER 8, 2022
TBPELS Engineering Firm #312

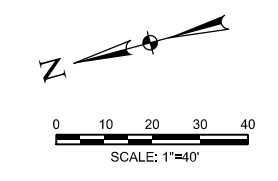
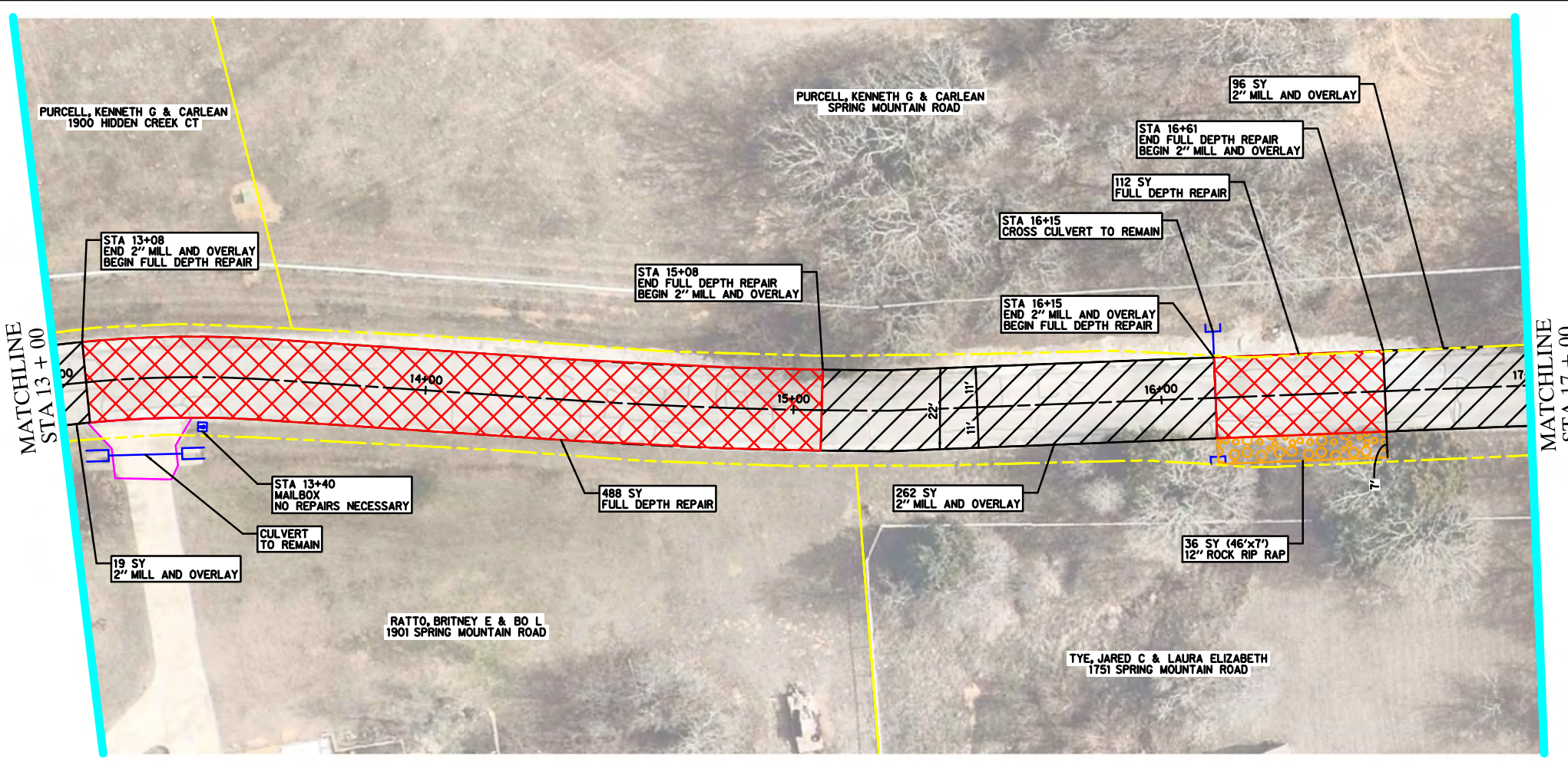


Project No.:	43608
Issued:	9/8/2022
Drawn By:	PTS
Checked By:	LAH
Scale:	1" = 40'
Sheet Title:	SPRING MOUNTAIN ROAD BEGIN TO STA 9+00
Sheet Number:	11 OF 16



- LEGEND**
- 2" MILL AND OVERLAY
 - FULL DEPTH ASPHALT REPAIR
 - DITCH REWORK & BACKFILL OF PAVEMENT EDGES
 - CULVERT STREAM REPAIR WITH 12" ROCK RIPRAP
 - CROSS CULVERT
 - PARCELS/ROW/PROP. LINES
 - MATCHLINE
 - PAVEMENT CENTERLINE
 - FIRE HYDRANT
 - MAILBOX

- NOTES:**
1. NO SURVEY CONTROL FOR PROJECT. CONTRACTOR SHALL STAKE STATIONS BASED OFF CENTERLINE FIELD MEASUREMENTS. CONTRACTOR SHALL MARK PROPOSED FULL DEPTH LOCATIONS FOR ENGINEER CONFIRMATION PRIOR TO BEGINNING OF WORK.
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SUMMARY OF IMPROVEMENTS THIS SHEET

- PAVEMENT REMOVALS:**
1955 SY - ASPHALT PAVEMENT (2" MILL)
- PAVEMENT REPAIRS:**
1955 SY - 2" OVERLAY
1094 SY - FULL DEPTH REPAIR
- ADDITIONAL REPAIRS:**
36 SY - 12" ROCK RIP RAP

2022 STREET REHABILITATION PHASE 1
CROSS ROADS, TEXAS

HALFF
3803 PARKWOOD BLVD., SUITE 800
DALLAS, TEXAS 75246-4640
TEL (214) 618-4570
TBPELS ENGINEERING FIRM #312

Revision No.	Date	Description

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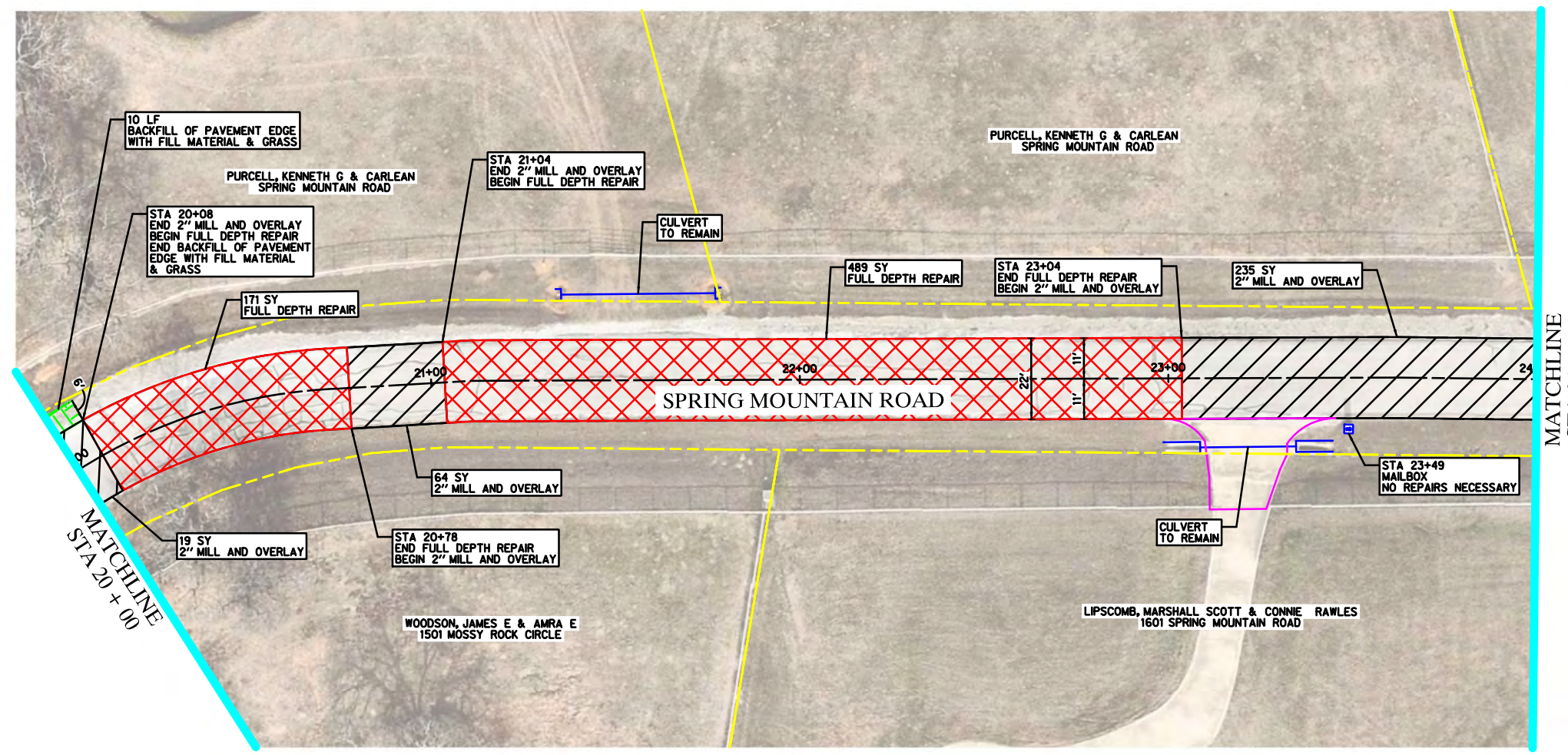
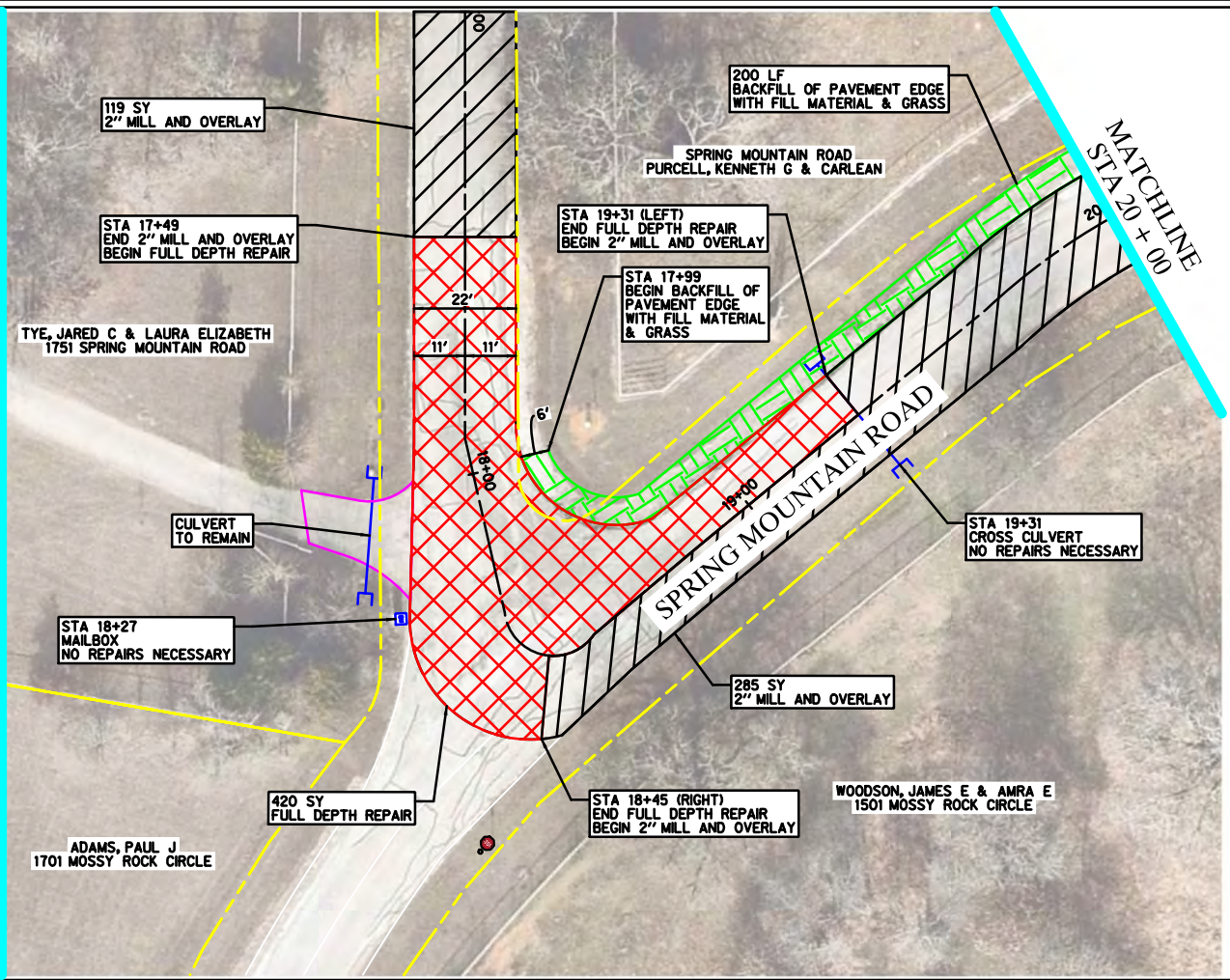


Project No.:	43608
Issued:	9/8/2022
Drawn By:	PTS
Checked By:	LAH
Scale:	1" = 40'
Sheet Title:	SPRING MOUNTAIN ROAD STA 9+00 TO STA 17+00

DATE PLOTTED: 9/14/2022 10:58:11 AM

PROJECT: 2022 STREET REHABILITATION PHASE 1 CROSS ROADS, TEXAS

MATCHLINE
STA 17 + 00



MATCHLINE
STA 24 + 00

LEGEND

- 2" MILL AND OVERLAY
- FULL DEPTH ASPHALT REPAIR
- DITCH REWORK & BACKFILL OF PAVEMENT EDGES
- CULVERT STREAM REPAIR WITH 12" ROCK RIPRAP
- CROSS CULVERT
- PARCELS/ROW/PROP. LINES
- MATCHLINE
- PAVEMENT CENTERLINE
- FIRE HYDRANT
- MAILBOX

NOTES:

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**SUMMARY OF IMPROVEMENTS
THIS SHEET**

- PAVEMENT REMOVALS:**
1802 SY - ASPHALT PAVEMENT (2" MILL)
- PAVEMENT REPAIRS:**
1802 SY - 2" OVERLAY
1080 SY - FULL DEPTH REPAIR
- ADDITIONAL REPAIRS:**
210 LF - BACKFILL OF PAVEMENT EDGES WITH FILL MATERIAL AND GRASS

**2022 STREET REHABILITATION
PHASE 1
CROSS ROADS, TEXAS**

HALFF
3803 PARKWOOD BLVD., SUITE 800
DALLAS, TEXAS 75244-4640
TEL (214) 618-4570
TXPELS ENGINEERING FIRM #312

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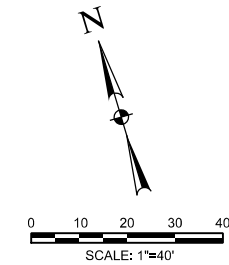
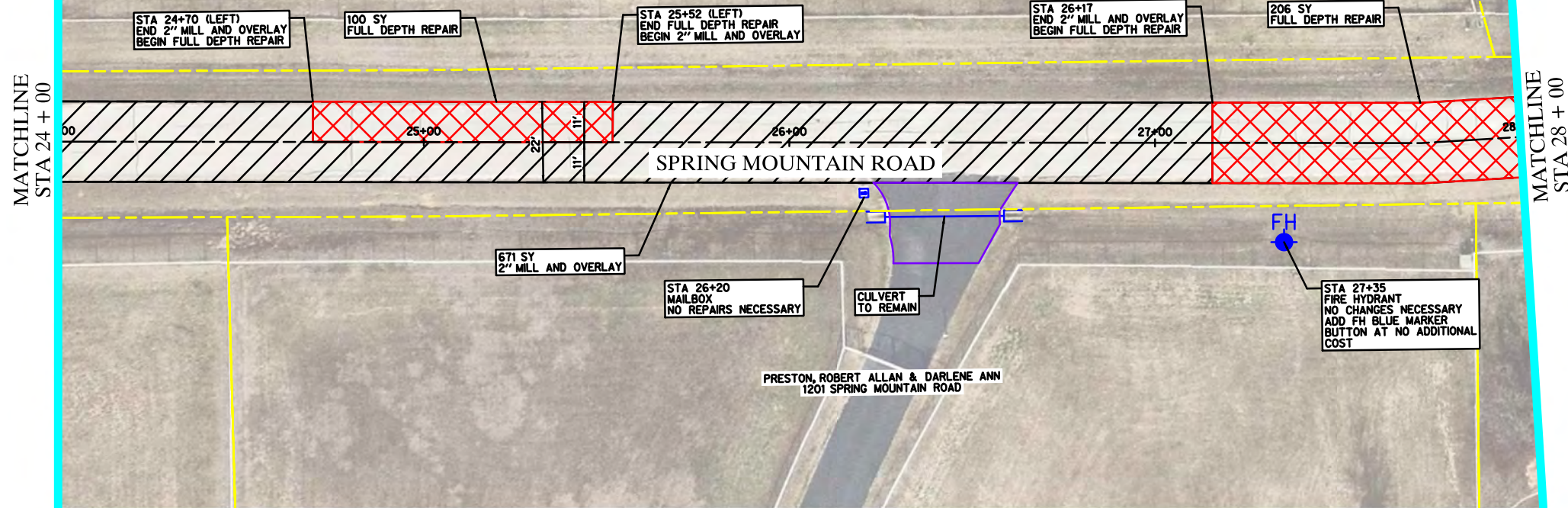
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LEIGH A. HOLLIS 103573
NAME P.E. NO.
DATE SEPTEMBER 8, 2022
TXPELS Engineering Firm #312



Project No.: 43608
Issued: 9/8/2022
Drawn By: PTS
Checked By: LAH
Scale: 1" = 40'
Sheet Title SPRING MOUNTAIN ROAD STA 17+00 TO STA 24+00
13 OF 16

TALLEY, SCOTT A & KATHLEEN
1930 HIDDEN CREEK CT



- LEGEND**
-  2" MILL AND OVERLAY
 -  FULL DEPTH ASPHALT REPAIR
 -  DITCH REWORK & BACKFILL OF PAVEMENT EDGES
 -  CULVERT STREAM REPAIR WITH 12" ROCK RIPRAP
 -  CROSS CULVERT
 -  PARCELS/ROW/PROP. LINES
 -  MATCHLINE
 -  PAVEMENT CENTERLINE
 -  FIRE HYDRANT
 -  MAILBOX

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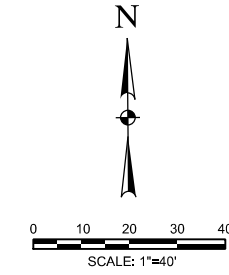
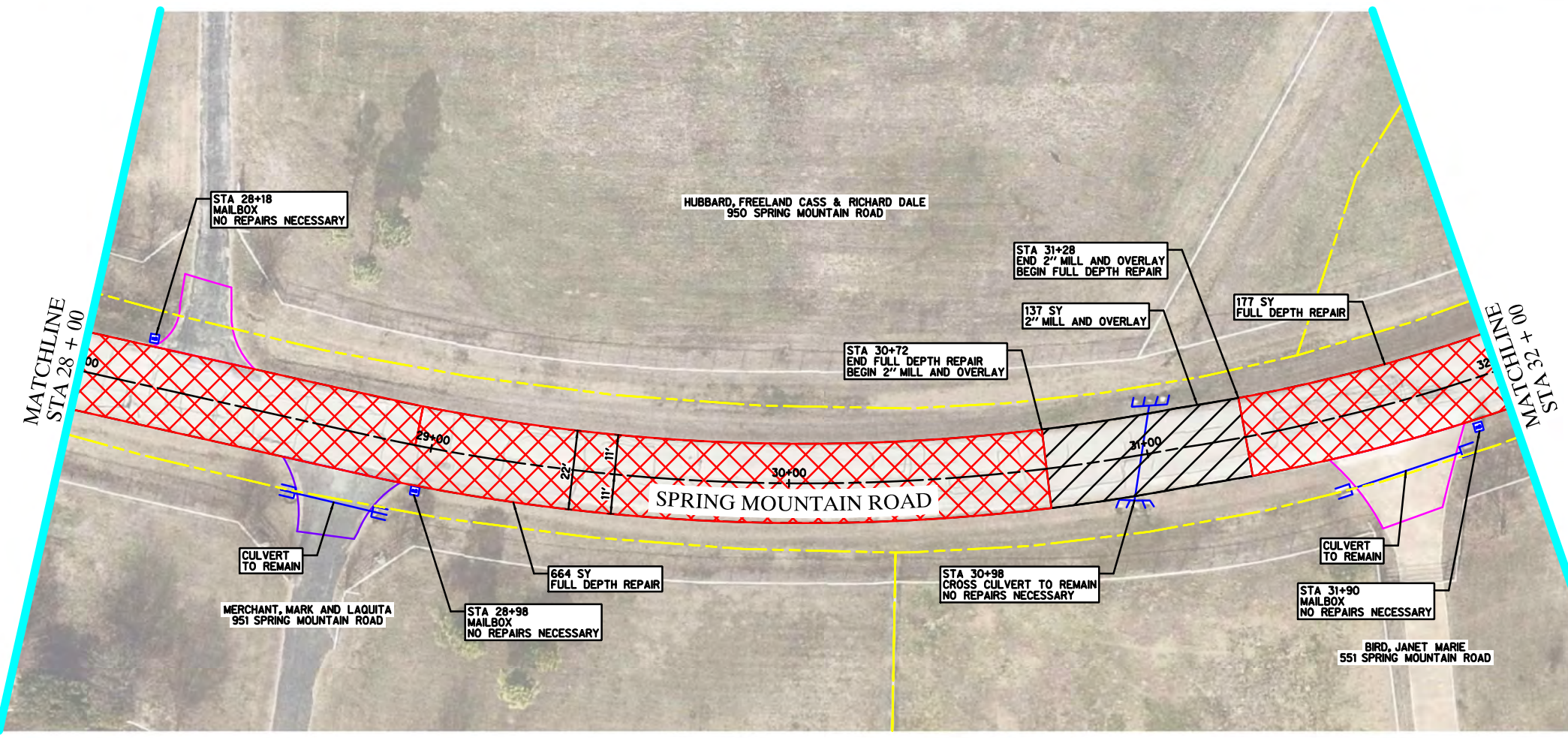
2022 STREET REHABILITATION
PHASE 1
CROSS ROADS, TEXAS



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LEIGH A. HOLLIS 103573
NAME P.E. NO.
DATE SEPTEMBER 8, 2022
TBPELS Engineering Firm #312

HUBBARD, FREELAND CASS & RICHARD DALE
950 SPRING MOUNTAIN ROAD



SUMMARY OF IMPROVEMENTS
THIS SHEET
PAVEMENT REMOVALS:
1955 SY - ASPHALT PAVEMENT (2" MILL)
PAVEMENT REPAIRS:
1955 SY - 2" OVERLAY
1147 SY - FULL DEPTH REPAIR

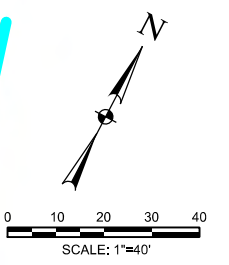
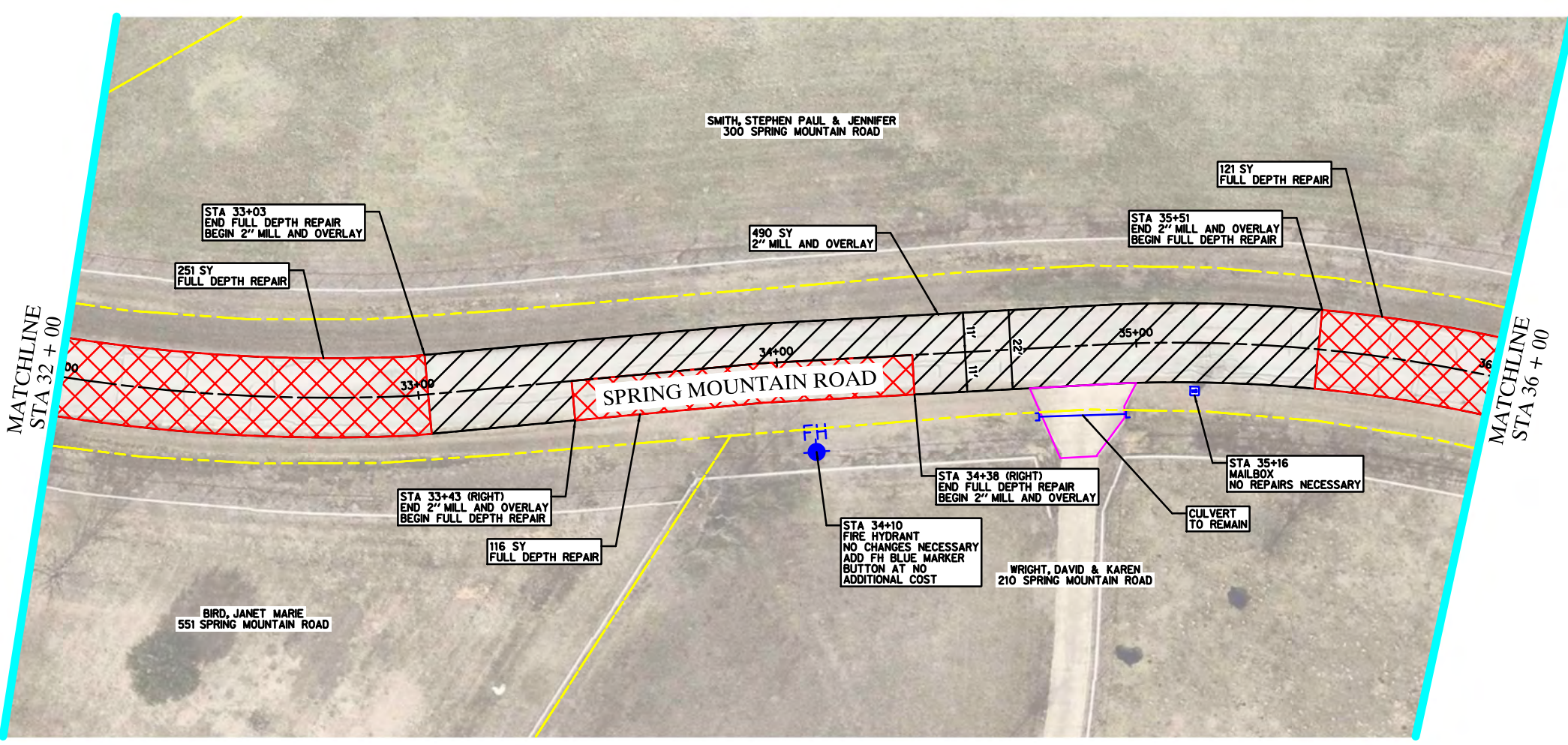


Project No.:	43608
Issued:	9/8/2022
Drawn By:	PTS
Checked By:	LAH
Scale:	1" = 40'
Sheet Title	SPRING MOUNTAIN ROAD STA 24+00 TO STA 32+00
Sheet Number	14 OF 16

DATE: 09/08/2022 10:51:00 AM

DRAWN BY: PTS

SCALE: 1"=40'



- LEGEND**
- 2" MILL AND OVERLAY
 - FULL DEPTH ASPHALT REPAIR
 - DITCH REWORK & BACKFILL OF PAVEMENT EDGES
 - CULVERT STREAM REPAIR WITH 12" ROCK RIPRAP
 - CROSS CULVERT
 - PARCELS/ROW/PROP. LINES
 - MATCHLINE
 - PAVEMENT CENTERLINE
 - FH FIRE HYDRANT
 - MB MAILBOX

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2022 STREET REHABILITATION PHASE 1
CROSS ROADS, TEXAS

HALFF

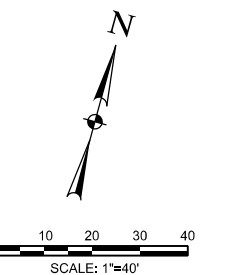
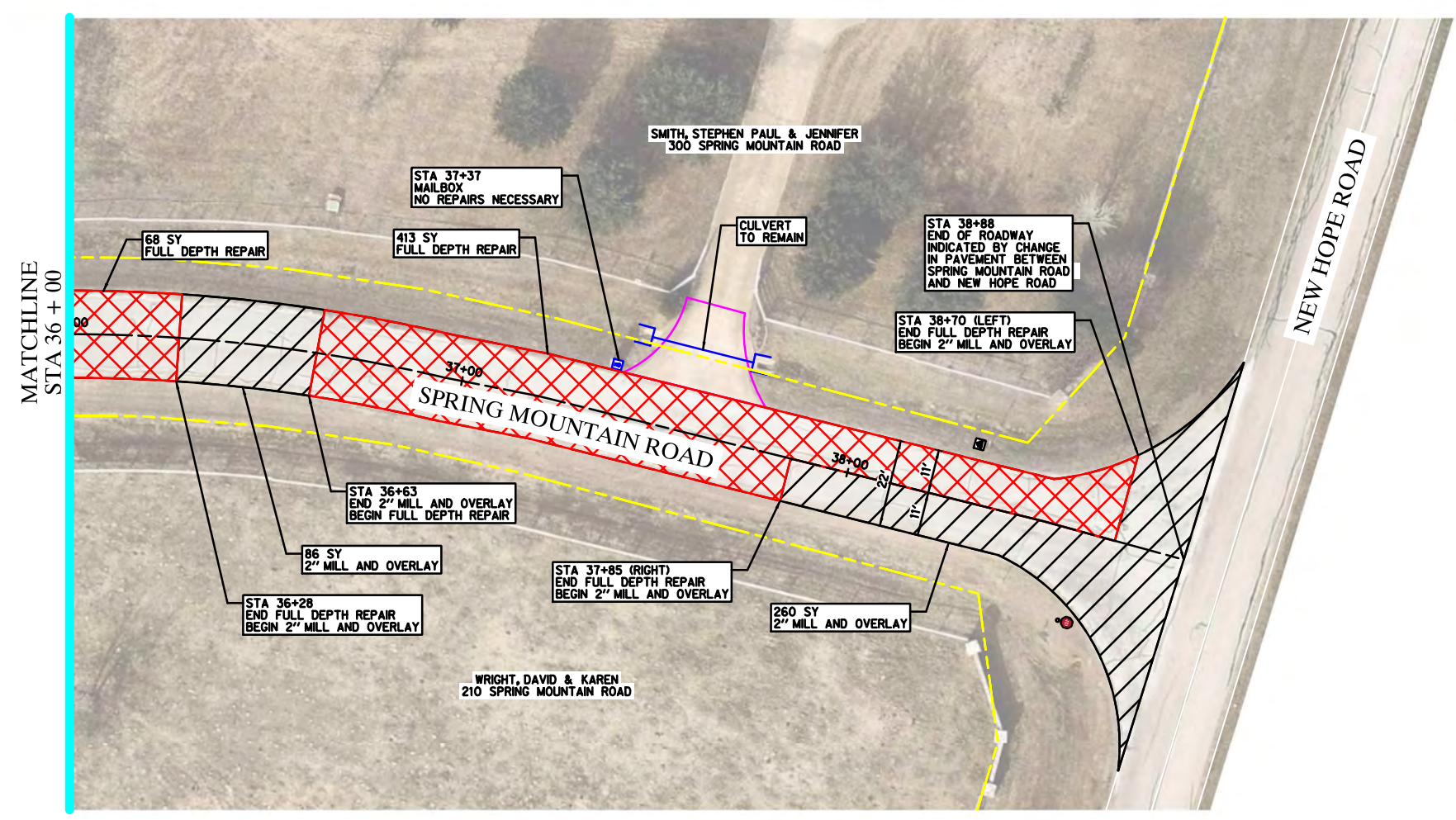
3803 PARKWOOD BLVD., SUITE 800
DALLAS, TEXAS 75244-4640
TEL (214) 618-4570
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LEIGH A. HOLLIS 103573
NAME P.E. NO.
DATE SEPTEMBER 8, 2022
TBPELS Engineering Firm #312



SUMMARY OF IMPROVEMENTS THIS SHEET

PAVEMENT REMOVALS:
1805 SY - ASPHALT PAVEMENT (2" MILL)

PAVEMENT REPAIRS:
1805 SY - 2" OVERLAY
969 SY - FULL DEPTH REPAIR



Project No.: 43608	Issued: 9/8/2022
Drawn By: PTS	Checked By: LAH
Scale: 1" = 40'	Sheet Title
SPRING MOUNTAIN ROAD STA 32+00 TO END	
15 OF 16	

DATE: 09/08/2022

PROJECT: 2022 STREET REHABILITATION PHASE 1

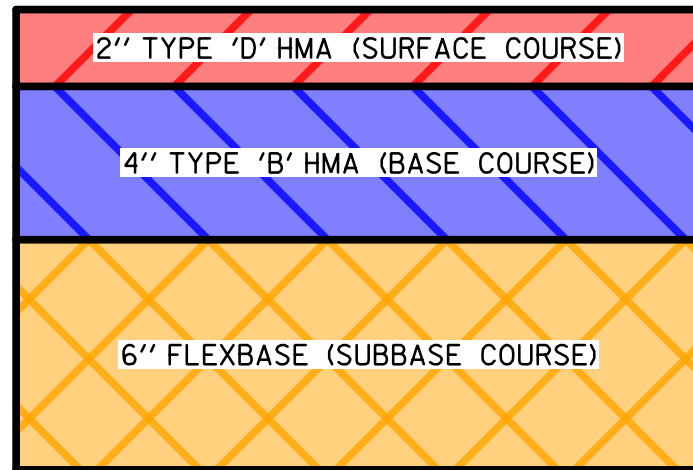
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DATE: 09/08/2022

SCALE: N.T.S.

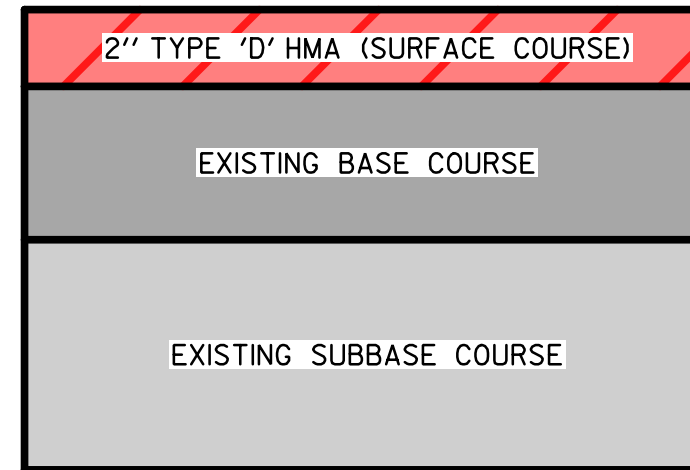
DATE: 09/08/2022

SCALE: N.T.S.



FULL DEPTH RECONSTRUCTION

N.T.S.



2" MILL AND OVERLAY

N.T.S.

NOTE:
 ENTIRE PAVEMENT SURFACE SHALL BE MILLED TO A DEPTH OF 2 INCHES. FULL-DEPTH RECONSTRUCTION SHALL CONSIST OF THE REMOVAL OF 10 ADDITIONAL INCHES OF BASE MATERIAL AND PLACEMENT OF 6 INCH FLEXBASE AND 4 INCH TYPE B HMA. AFTER FULL DEPTH RECONSTRUCTION HAS OCCURRED ENTIRE SURFACE SHALL BE OVERLAID WITH 2 INCH TYPE D HMA.

**2022 STREET REHABILITATION
 PHASE 1
 CROSS ROADS, TEXAS**



Revision No.	Date	Description

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LEIGH A. HOLLIS 103573
 NAME P.E. NO.
 DATE SEPTEMBER 8, 2022
 TPELS Engineering Firm #312



Project No.: 43608
 Issued: 9/8/2022
 Drawn By: PTS
 Checked By: LAH
 Scale: N.T.S.

Sheet Title
DETAILS

16 OF 16

Sheet Number

THE TOWN OF CROSS ROADS, TEXAS



CONTRACT DOCUMENTS AND SPECIFICATIONS

2022 STREET REHABILITATION PROJECT PHASE 1

Prepared by:
Half Associates, Inc.
3803 Parkwood Boulevard, Suite 800
Frisco, Texas
TBPELS Engineering Firm No. F-312

MAYOR

T. Lynn Tompkins, Jr.

TOWN COUNCIL

David Meek, Mayor Pro Tem

Ron King

Greg Gaalema

Kay Neubauer

Wendy White-Stevens

TOWN ADMINISTRATOR

Kristi Gilbert

TOWN ENGINEER

Leigh A. Hollis, P.E.

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CONTRACTUAL DOCUMENTS

- Notice to Bidders
- Instructions to Bidders
- Qualifications Statement
- Bid Proposal
- Standard Form of Agreement
- Performance Bond
- Payment Bond
- Maintenance Bond
- Certificate of Insurance (Sample Form)
- Contractor’s Affidavit of Final Payment

SECTION II

GENERAL CONDITIONS OF AGREEMENT

SECTION III

SPECIAL CONDITIONS AND FEDERAL LABOR STANDARDS

SECTION IV

TECHNICAL SPECIFICATIONS

SECTION I

CONTRACTUAL DOCUMENTS

**NOTICE TO BIDDERS
(Advertisement)**

Sealed Proposals on forms prepared by the Engineer will be received by the TOWN OF CROSS ROADS at the OFFICE OF THE TOWN SECRETARY, 3201 US HWY 380, SUITE 105, CROSS ROADS, TX. 76227 until **2:00 P.M.** (local time) on **MONDAY, SEPTEMBER 19, 2022** for the 2022 STREET REHABILITATION PROJECT PHASE 1 in accordance with drawings, specifications and other Contract Documents prepared by HALFF ASSOCIATES, INC.

Proposals will be publicly opened at **2:15 P.M.**, at the TOWN HALL COUNCIL CHAMBERS, 1401 FM 424, CROSS ROADS, TX 76227.

Complete Contract Documents & Specifications, as needed for bidding on the project, may be examined without charge or deposit at the office of the TOWN OF CROSS ROADS. Digital bid documents can be obtained, at no cost, by contacting Lynne Shafer of Halff Associates, Inc. at lshafer@halff.com. It is the responsibility of the interested party to print the bidding documents or they may be obtained from HALFF ASSOCIATES, INC. at 3803 Parkwood Boulevard, Suite 800, Frisco, TX 75034, at a non-refundable cost of \$50.00 for each set of documents so obtained.

The project consists of the rehabilitation of two asphalt streets. Rehabilitation measures include, but are not limited to, mill and overlay, full depth street repair, backfill of pavement edges, rock riprap, and ditch restoration.

Proposal Guaranty consisting of either a cashier's check or a Bid Bond on the form included or similar form of Surety Company (FACSIMILES WILL NOT BE CONSIDERED RESPONSIVE) made payable to the TOWN OF CROSS ROADS, and in the amount equal to at least five percent (5%) of the total amount of the proposal (including additive alternate), must accompany each bid as a guaranty that if the proposal is accepted, the bidder will execute the Contract and furnish the required Bonds within the time provided in the "INSTRUCTIONS TO BIDDERS".

Minimum rates of pay to all laborers and mechanics on the project must comply with all applicable wage laws of the State of Texas.

The Owner reserves the right to award the Contract at any time within sixty (60) days after date of receiving bids, or to reject any or all bids and waive any or all informalities.

Contractors MAY attend an optional pre-bid meeting with the Engineer at the OFFICE OF THE TOWN SECRETARY, 3201 US HWY 380, SUITE 105, CROSS ROADS, TX. 76227. at **2:00 P.M.** (local time) on **THURSDAY, SEPTEMBER 1, 2022** for 2022 STREET REHABILITATION PROJECT PHASE 1.

OFFICIAL ADVERTISEMENT:

First Publication: **AUGUST 14, 2022**

Second Publication: **AUGUST 21, 2022**

Signed: _____

Leigh A. Hollis, P.E.

Title: Town Engineer

INSTRUCTIONS TO BIDDERS

PREPARATION OF BID

Each bid must be submitted in a **sealed** envelope bearing the name and address of the bidder, name of project and bid number for which the bid is submitted.

QUALIFICATION OF BIDDER

The Owner will make such investigations as he deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work as described. Conditional bids will not be accepted.

The Contractor shall show that he has experience with similar projects that require working in confined areas in close proximity to many physical features (such as: fences, utility poles, guy lines, gas lines and meters, sewer manholes and cleanouts, etc.) which will require the Contractor to plan his work efforts and equipment needs with these limitations in mind. The Contractor shall submit a complete list of ALL Municipal and Similar Non-Municipal current and completed projects for the past three (3) years for review. This list shall include the names of supervisors and type of equipment used to perform this work.

As shown on the following qualification statement, please include a list of all sub-contractors that the contractor anticipates using on this project.

BID SECURITY

Each bid must be accompanied by a certified check or a bid bond, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within thirty (30) days after the opening of bids. The remaining checks or bid bonds will be returned promptly after the Owner and the successful bidder have executed the contract. The contract will be executed only after Town Council approval of submitted bid.

The successful bidder shall forfeit to the Owner, as liquidated damages, the security deposited upon his failure or refusal to execute and deliver the contract, performance and payment bonds, if required, within ten (10) days after he has received notice of the acceptance of his bid.

POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

PERFORMANCE AND PAYMENT BONDS

It is agreed by the parties that the Contractor will execute separate performance and payment bonds, each in the sum of one hundred percent (100%) of the total contract price, in standard forms for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the Owner. No exceptions to this provision allowed. Unless otherwise approved in writing by the Owner, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States. The cost of the premium for the performance and payment bonds shall be included in the Contractor's proposal.

TIME OF COMPLETION

Bidder must agree to commence on or before the date stated in Contract, and to fully complete the project within the specified time as stated in the proposal.

CONDITIONS OF WORK

At the time of the bid opening it is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work and has fully informed himself of the general and local conditions relating to the completion of the project and any and all other matters which can in any way effect the work under this contract. Contractor has read and is thoroughly familiar with the construction documents and contract documents (including all addenda). Failure to do so will not relieve the successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the contract. No verbal agreement or conversation with any officer, agent or employee of the Owner or Engineer, either before or after the execution of this contract, shall effect or modify any of the terms or obligations herein contained.

LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract. All of the above will be deemed to be included in the contract the same as though herein written out in full.

METHOD OF AWARD

This contract shall be awarded for the *best* bid submitted by a responsible bidder meeting the requirements of the Town of CROSS ROADS. In submitting a bid, Contractors verify their bid will be valid for sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the bidder. If such bid exceeds budget amount, the Owner may reject all bids or may award the contract on the base bid without additive alternates

so as to produce an amount which is within the available funds. No combined or conditional bids will be accepted.

WORK ORDER CHANGES

It is agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated. All work is to be performed as provided for in the specifications. The Owner reserves the right to increase or decrease the amount of work to be done by any amount not to exceed twenty-five percent (25%) of the original contract amount. In the event the increase pertains to items not originally bid, the Contractor shall submit a bid in writing to the Engineer for approval.

All change orders shall be approved by the CROSS ROADS' designated representative prior to work being started on said change. The Owner reserves the right to reject the Contractor's bid on such extra work and secure such work to be done other than by said Contractor.

STATE AND TOWN SALES TAX

The Contractor's attention is directed to Section 15.311 of the Tax Code of the State of Texas. Recent legislation has removed the sales tax exemption previously provided by Section 15.311 of the Tax Code covering tangible personal property purchased by a Contractor for use in the performance of a contract for the improvement of Town owned realty.

It is still possible, however, for a Contractor to make tax-free purchases of tangible personal property, which will be incorporated into and become a part of a Town construction project through the use of a "separated contract" with the Town. A "separated contract" is one which separates charges for materials from charges for labor. Under such a contract, the Contractor becomes a "seller" of those materials, which are incorporated into the project, such as bricks, lumber, concrete, paint, etc. The Contractor issues a resale certificate in lieu of paying sales tax at the time such items are purchased. The Contractor then receives an exemption certificate from the Town for those materials. (This procedure may not be used, however, for materials that do not become a part of the finished product. For example, equipment rentals, form materials, etc. are not considered as becoming "incorporated" into the project.)

PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

No officer or employee shall have a direct or indirect interest, in any proposed or existing contract, purchase, work, sale or service to or by the Town or shall vote or render a decision, or use his position, authority, influence in a manner that would result in his financial betterment to any degree.

TEXAS ETHICS COMMISSION FORM 1295

Pursuant to Texas Government Code § 2252.908, the Town may not award this contract to a bidder unless the bidder has provided to the Town a completed, signed and notarized Form 1295 that has been assigned a certificate number by the Texas Ethics Commission (the "TEC"). Pursuant to

rules adopted by the TEC, the Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and notarized, and provided to the Town. **The Apparent Low Bidder shall complete Form 1295 and submit it to The Town of Cross Roads, 3201 US Hwy 380, Suite 105, Cross Roads, Texas, 76227, no later than September 26, 2022.**

For purposes of completing the Form 1295, the entity’s name is “The Town of Cross Roads”; the contract ID number is **20220601**; and the description of goods and services is “2022 Street Rehabilitation Phase I.”

Neither the Town nor any of its consultants has the obligation or ability to verify the information included in a Form 1295; and neither the Town nor any of its consultants has any obligation, nor does it undertake any responsibility, to advise any bidder as to the proper completion of a Form 1295.

SENATE BILL 252 AND HOUSE BILL 89 VERIFICATION FORM

In compliance with Section 2270.002, Texas Government Code, and Chapter 2252, Subchapter F, Texas Government Code, the Town may not award this contract to a bidder unless the bidder has provided to the Town a completed, signed, and notarized “Verification of Compliance with Government Code Chapters 2252 and 2270” Form. The Town shall provide said form to the apparent low bidder. **The Apparent Low Bidder shall complete the verification and submit it to The Town of Cross Roads, 3201 US Hwy 380, Suite 105, Cross Roads, Texas, 76227, no later than **September 26, 2022.****

Neither the Town nor any of its consultants has the obligation or ability to verify the certifications contained in the aforementioned Verification Form.

BIDDERS QUALIFICATION STATEMENT

Project: 2022 STREET REHABILITATION PROJECT PHASE 1

Contractor: _____

Indicate One: _____ Sole Proprietor _____ Partnership _____ Other
 _____ Corporation _____ Joint Venture

Name: _____ Partner: _____

Title: _____ Title: _____

Address: _____ Address: _____

Town: _____ Town: _____

State & Zip: _____ State & Zip: _____

Phone: _____ Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. _____

Location of Principal Office: _____

Contact and Phone at Principal Office: _____

Liability Insurance Provider and Limits of Coverage: _____

Workers Compensation Insurance Provider: _____

Surety (Performance and Payment): _____

Address: _____

Contact and Phone: _____

Superintendent and Backup Superintendent: (Work Resume - attach additional sheets.) (Safety Record – attached additional sheets; if needed show all verified safety violations.) The superintendent shall be able to communicate in English and not operate any equipment and have not had any verified job safety violations in the past five years. Any variations shall be reviewed by the OWNER for approval or denial. A job site shall be shut down if proper supervision is not provided.

Superintendent Name

Backup Superintendent Name

Safety Record – List ALL Verified Violations for Superintendent and Backup Superintendent with explanation, date and action taken to correct future safety violations:

Superintendent

Backup Superintendent

Total Number of Employees to be Associated with this Job: _____

Managerial _____ Administrative _____ Professional _____

Skilled _____ Semi-Skilled _____ Other _____

Percentage of work to be done by Bidder's Employees (Based on Dollars Bid): _____

Type(s) of work to be done by Bidder's Employees (examples: concrete paving, structural concrete, waterlines, sanitary sewer lines, storm pipe, storm inlets, excavation, lime, bridge fencing, etc.)

Access to Tools and Equipment: Percent Owned____ Percent Rented____

Number of Years in Business as a Contractor on Above Types of Works: _____

Type(s) of Work to be done by Sub-Contractors

Include Name, Address, and Phone Number of Sub-Contractor.

Use additional sheets if needed.

Type of Work

Sub-Contractor

List Equipment to be used on this project (Make/Model/Age of Major Equipment) Any Equipment not listed shall be reviewed by the OWNER for approval or rejection prior to use of Equipment on this project. (Use additional sheets if necessary)

Type of Equipment

Make

Model

Age (years)

List of ALL Municipal and Similar Non-Municipal current and completed projects for the past three (3) years. (Use additional sheets if necessary.)

1. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

2. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain:

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

3. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

4. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

5. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

6. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

7. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain:

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

8. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

9. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

10. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

Trade references (List Company, Address, Contact Person, and Phone):

Bank References (List Institution, Address, Contact Person, and Phone)

Claims and Suits (if the answer to any of the following questions is yes, please attached details):

1. Has your organization ever failed to complete any work awarded to it? _____
2. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers? _____
3. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? _____
4. Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? _____

I, being duly sworn deposes and says that the information

Provided herein is true and sufficiently complete so as not to be misleading.

Date this _____ day of _____, 20____.

Name of
Organization: _____

By: _____

Title: _____

STATE OF TEXAS

COUNTY OF DENTON

BEFORE ME the undersigned authority, on this day personally appeared _____, known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

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

Notary Public in and for _____ County, Texas

BID PROPOSAL FOR
2022 STREET REHABILITATION PROJECT PHASE 1
FOR THE
TOWN OF CROSS ROADS, TEXAS

(THIS PROPOSAL MUST NOT BE REMOVED FROM THE CONTRACT DOCUMENTS)

Date: _____

TO: TOWN OF CROSS ROADS
3201 US Hwy 380, Suite 105
CROSS ROADS, TX 76227

FOR: 2022 STREET REHABILITATION PROJECT PHASE 1

Pursuant to the foregoing “NOTICE TO BIDDERS”, the undersigned bidder, having thoroughly examined the Contract Documents, the site of the project and understanding the amount of work to be done and the prevailing conditions, hereby proposes to fully complete all of the work and requirements as provided in the construction documents and Contract Documents and binds himself/herself upon acceptance of this proposal to execute a contract and furnish such bonds as required and proposes to complete the work within the time stated and for the following prices:

**PROPOSAL FOR
2022 STREET REHABILITATION PROJECT PHASE 1**

The undersigned bidder acknowledges receipt of the following Addenda (*if none received then write NONE of N/A across the blanks*):

Addendum No. 1 Date Received _____ 2022

Addendum No. 2 Date Received _____ 2022

Contractor shall also acknowledge receipt of Addenda on the outside of your Bid Envelope.

The undersigned bidder agrees to execute and file with the Owner a contract and bonds on the forms provided within ten (10) days after written notification of award of the contract to him and to begin the work to be performed under the contract within fifteen (15) days after written authorization to begin work (Work Order) and to complete the work in full within **150 Consecutive Calendar Days, which includes 25 inclement weather days**, after the date specified in the "Notice to Proceed / Work Order".

Enclosed with this proposal is a certified check or cashier's check or bid bond payable to the TOWN OF CROSS ROADS in the amount of five percent (5%) of the total bid, which is to become the property of the TOWN OF CROSS ROADS, or the attached Bidder's Bond is to be forfeited in the event the contract and bond are not executed within the time set forth, as liquidated damages for delay and additional work caused thereby.

Respectfully Submitted,

Signed: _____

Company: _____

Address: _____

Email: _____

Phone: _____

Mobile: _____

Fax: _____

**SEAL
If Bidder is
Corporation**

Submitted By _____

(Corporation) (Co-Partnership) (Individual)

Doing Business As _____

PROPOSAL / UNIT PRICE BID SCHEDULE

2022 STREET REHABILITATION PROJECT PHASE 1: MILL CREEK ROAD

Section 1

Item No.	Description	Unit	Quantity	Unit Price	Amount
1-1	Barricades, Warning and Detour Signs, and Traffic Handling	LS	1	\$	\$
1-2	Joint Storm Water Pollution Prevention Plan	LS	1	\$	\$
1-3	Mobilization and Generate Site Preparation	LS	1	\$	\$
1-4	Miscellaneous Construction Contingency	LS	1	\$7,500.00	\$7,500.00
1-5	Backfill Pavement Edges	STA	50	\$	\$
1-6	Remove Asphalt Pavement (2-inch Depth)	SY	12,243	\$	\$
1-7	2-inch Type D Surface Course Asphaltic Pavement	SY	12,243	\$	\$
1-8	Full Depth Repair	SY	5,742	\$	\$
1-9	12-inch Rock Riprap	SY	161	\$	\$
1-10	Rework Ditch	LF	311	\$	\$
1-11	Safety End Treatment	EA	2	\$	\$
1-12	Remove Existing Pipe Culvert and Install New Pipe Culvert	LF	30	\$	\$

TOTAL BID AMOUNT MILL CREEK ROAD \$ _____

SUMMARY

A. Materials Incorporated into Work \$ _____

B. Materials Not Incorporated into Work \$ _____

C. Other, Labor, Etc. \$ _____

NOT TO EXCEED TOTAL AMOUNT OF BID (A+B+C)

\$ _____

PROPOSAL / UNIT PRICE BID SCHEDULE

2022 STREET REHABILITATION PROJECT PHASE 1: SPRING MOUNTAIN ROAD

Section 2

Item No.	Description	Unit	Quantity	Unit Price	Amount
2-1	Barricades, Warning and Detour Signs, and Traffic Handling	LS	1	\$	\$
2-2	Joint Storm Water Pollution Prevention Plan	LS	1	\$	\$
2-3	Mobilization and Generate Site Preparation	LS	1	\$	\$
2-4	Miscellaneous Construction Contingency	LS	1	\$7,500.00	\$7,500.00
2-5	Backfill Pavement Edges	STA	38	\$	\$
2-6	Remove Asphalt Pavement (2-inch Depth)	SY	9,473	\$	\$
2-7	2-inch Type D Surface Course Asphaltic Pavement	SY	9,473	\$	\$
2-8	Full Depth Repair	SY	5,264	\$	\$
2-9	12-inch Rock Riprap	SY	36	\$	\$

TOTAL BID AMOUNT SPRING MOUNTAIN ROAD \$ _____

TOTAL BID AMOUNT PROJECT TOTAL (SECTION I AND 2) \$ _____

SUMMARY

A. Materials Incorporated into Work \$ _____

B. Materials Not Incorporated into Work \$ _____

C. Other, Labor, Etc. \$ _____

NOT TO EXCEED TOTAL AMOUNT OF BID (A+B+C)

\$ _____

STANDARD FORM OF AGREEMENT

As Adopted by
THE TEXAS SECTION OF THE AMERICAN SOCIETY OF CIVIL ENGINEERS
October 7,1971

Revised November 17, 1928
Revised April 15, 1932
Revised October 27, 1934
Revised October 19, 1945
Revised April 8, 1954
Revised April 21, 1960
Revised October 7,1971

Approved as to Legal Form by
Legal Counsel

STATE OF **TEXAS**
COUNTY OF TEXAS **DENTON**

This AGREEMENT, made and entered into this _____ day of _____ 20____,
by and between the TOWN OF CROSS ROADS, of the County of DENTON and State of Texas
acting through T. LYNN TOMPKINS, JR., MAYOR thereunto duly authorized so to do, Party of
the First Part, hereinafter termed OWNER, the Town of CROSS ROADS, County of DENTON
and State of TEXAS, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter
mentioned, to be made and performed by the Party of the First Part (OWNER), and under the
conditions expressed in the bond bearing even date herewith, the said Party of the Second Part
(CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and
complete the construction of certain improvements and described as follows:

2022 STREET REHABILITATION PROJECT PHASE 1

and all extra work in connection therewith, under the terms as stated in the General Conditions of
the Agreement and at his (or their) own proper cost and expense to furnish all the materials,
supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories
and services necessary to complete the said construction, in accordance with the conditions and
prices stated in the Proposal attached hereto, and in accordance with the Notice of Contractors,
General and Special Conditions of Agreement, Construction Documents and other drawings and
printed or written explanatory matter thereof, and the Specifications and addenda therefore, as
prepared by THE TOWN OF CROSS ROADS, herein entitled the ENGINEER, each of which

has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to him, and to substantially complete the same within **150 calendar days**, which includes 25 inclement weather days, after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day I first above written.

The TOWN OF CROSS ROADS

Party of the First Part (OWNER)

Party of the Second Party (CONTRACTOR)

By _____

By _____

ATTEST:

ATTEST:

PERFORMANCE BOND

STATE OF TEXAS }
COUNTY OF DENTON }

KNOW ALL PERSONS BY THESE PRESENTS: That _____ of the City of _____, County of _____ and State of _____ as principal, and _____ authorized under the laws of the State of _____ to act as surety on bonds for principals, are held and firmly bound unto THE TOWN OF CROSS ROADS (OWNER), in the penal sum of (_____) _____ the payment whereof, the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____ 20____, to construct:

2022 STREET REHABILITATION PROJECT PHASE 1

which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Construction Documents hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect:

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of (Article 5160 for Public Work) (Article 5472d for Private Work)* of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter or Article to the same extent as if it copied at length herein."

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition of the contract, or to the work performed thereunder, or the construction documents or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

*Not applicable for federal work. See "The Miller Act," 40 U.S.C. S270.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

Principal

Surety

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

The name and address of the Resident Agent of Surety is:

PAYMENT BOND

STATE OF TEXAS }
COUNTY OF DENTON }

KNOW ALL PERSONS BY THESE PRESENTS: That _____
_____ of the City of _____ and State of _____, as principal, and _____
_____ authorized under the laws of the State of _____
_____ to act as surety on bonds for principals, are held and firmly bound unto **THE TOWN
OF CROSS ROADS (Owner)**, in the penal sum of _____
_____ (_____) the payment whereof, the said Principal and
Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly
and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner,
dated the _____ day of _____ 20____, to construct:

2022 STREET REHABILITATION PROJECT PHASE 1

which contract is hereby referred to and made a part hereof as fully and to the same extent as if
copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said
Principal shall pay all claimants supplying labor and/or material to him and/or a subcontractor in
the prosecution of the work provided for in said contract, then, this obligation shall be void;
otherwise to remain in full force and effect;

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160
of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined
in accordance with the provisions of said Article to the same extent as if it were copied at length
herein."

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or
addition to the terms of the contract, or to the work performed thereunder, or the construction
documents or drawings accompanying the same, shall in anywise affect its obligation on this bond,
and it does hereby waive notice of any such change, extension of time, alteration or addition to the
terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20_____.

Principal

Surety

By _____

By _____

Title _____

Title _____

Address _____

Address _____

The name and address of the Resident Agent of Surety is:

MAINTENANCE BOND

**STATE OF TEXAS
COUNTY OF DENTON**

KNOW ALL PERSONS BY THESE PRESENTS: That _____ as Principal, and _____, a corporation authorized to do business in the State of Texas, as surety, do hereby acknowledge themselves to be held and bound to pay unto the TOWN OF CROSS ROADS, a municipal corporation of the State of Texas its successors and assigns, at CROSS ROADS, DENTON County, Texas the sum of _____ (_____) **100%** of the total amount of the contract for the payment of which sum said principal and surety do hereby bind themselves, their successors and assigns, jointly and severally.

This obligation is conditioned, however, that:

WHEREAS, said _____ has this day entered into a written contract with the said TOWN OF CROSS ROADS to build and construct.

2022 STREET REHABILITATION PROJECT PHASE 1

which Contract and the Construction Documents therein mentioned, adopted by the TOWN OF CROSS ROADS, are filed with the Town Secretary of said Town and are hereby expressly incorporated herein by reference and made a part hereof as though the same were written and set out in full herein, and

WHEREAS, under the said Construction Documents and Contract, it is provided that the Contractor will maintain and keep in good repair the work therein contracted to be done and performed for a period of two (2) years from the date of acceptance thereof and do all necessary repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the construction work. The Contractor shall reimburse the Owner for the costs of all Engineering and special services required to be furnished by the Owner which are directly attributable to the restoration of the constructed work to a functional use during the said period as set forth above. It is the intended purpose of this section to require the correction of all defective conditions resulting from materials furnished or work and labor performed by the Contractor under the conditions prescribed by the Construction Documents and Contract; and, in case the Contractor shall fail or refuse to commence and actively pursue such corrections within ten (10) days after proper written notifications have been furnished to him by the Owner, it is agreed that the Owner may do said work and work and supply such materials and the said Contractor and Surety herein shall be liable for the payment of all costs thereby incurred.

NOW, THEREFORE, if the said Contractor shall perform its agreement to maintain said construction and keep same in repair for the maintenance period of two (2) years as herein and in said Contract provided, then these presents shall be null and void and have no further effect; otherwise, to remain in full force and effect.

It is further agreed that this obligation shall be a continuing one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further understood that the obligation to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or any matter affected from any cause during said time.

IN WITNESS WHEREOF the said as Contractor and Principal, has caused these present to be executed by _____ and the said _____ as surety, has caused these presents to be executed by its Attorney-in-Fact _____ and the said Attorney-in-Fact has hereunto set his hand this the ___ day of _____, 20__.

Principal
By _____
Title _____
Address _____

Surety
By _____
Title _____
Address _____

Attorney-in-Fact
Phone # : (_____) _____

CERTIFICATE OF INSURANCE

TO: TOWN OF CROSS ROADS
OWNER

DATE: _____

ADDRESS: 3201 US Hwy 380, Suite 105
CROSS ROADS, TX 76227

PROJECT NO: _____
TYPE OF PROJECT: PAVING,
STORM DRAIN

THIS IS TO CERTIFY THAT: _____
(NAME AND ADDRESS OF INSURED)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE

TYPE	POLICY NUMBER	EFFECTIVE / EXPIRES	LIMITS OF LIABILITY
WORKMEN'S COMPENSATION			
PUBLIC LIABILITY			1 PERSON \$ _____ 1 ACCIDENT \$ _____
CONTINGENT LIABILITY			1 PERSON \$ _____ 1 ACCIDENT \$ _____
PROPERTY DAMAGE			
BUILDER'S RISK			
AUTOMOBILE			
OTHER			

CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT

STATE OF TEXAS

COUNTY OF DENTON

BEFORE ME, the undersigned authority, on this day personally appeared _____

_____, (hereinafter referred to as (Affiant), who, after being by me
(NAME)

duly sworn, deposes and says that he/she is the _____
(TITLE)

of _____
(NAME OF COMPANY, CORP., PARTNERSHIP, TRADE NAME)

of DENTON County, State of Texas (hereinafter referred to as (Contractor), which said Contractor was awarded the contract dated the ____ day of _____, 20__ for the construction of the 2022 STREET REHABILITATION PROJECT PHASE 1 (hereinafter referred to as the "Work"), for a total consideration of _____

_____ (_____) to be paid to the said Contractor (the Contract), and that Affiant has full power of authority to make this affidavit.

That THE TOWN OF CROSS ROADS, (hereinafter referred to as "Owner"), has approved the final estimate on said Work, and that the said Contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the Texas Property Code, and Chapter 2253 of the Texas Government Code, or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of _____

_____ (_____) as **FULL AND FINAL PAYMENT** under the aforementioned Contract, and hereby waives and releases any right Affiant and/or the Contractor may have to pursue claims of any nature against the Owner arising out of or in any manner connected with the performance of the Work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor (hereinafter referred to as "Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner from any such claims of such claims of such Subcontractors. The Contractor further releases the

Owner from any claim or liability arising from any act or neglect of the Owner related to or connected with the Contract. This affidavit is given pursuant to the final payment provisions of the Contract, and shall not be deemed to alter or modify the terms and provisions of said Contract.

This affidavit is made in compliance with the law and in compliance especially with Chapter 2253 of the Texas Government Code and that the undersigned, upon his/her oath, states that the facts indicated in the above instrument of writing are true and correct and that he/she is not incapacitated in any way from making this affidavit.

WITNESS my hand this the _____ day of _____, 20_____

(Affiant)

(Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME, this the _____ day

of _____, 20_____

(Notary Public in and for the State of Texas)

(Type or Print Notary's Name)

My Commission Expires: _____

SECTION II

GENERAL CONDITIONS OF AGREEMENT

GENERAL CONDITIONS OF AGREEMENT

DEFINITIONS OF TERMS

1. **OWNER, CONTRACTOR AND ENGINEER.** The OWNER, the CONTRACTOR and the ENGINEER are those persons or organizations identified as such in the Agreement and are referred to throughout the Contract Documents as if singular in number and masculine in gender. The term ENGINEER means the ENGINEER or his duly authorized representative. The ENGINEER shall be understood to be the ENGINEER of the OWNER, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the ENGINEER and the CONTRACTOR.

2. **CONTRACT DOCUMENTS.** The Contract Documents shall consist to the Notice of Contractors (Advertisement), Special Conditions (Instructions to Bidders), Proposal, signed Agreement, Performance and Payment Bonds (when required), Special Bonds (when required), General Conditions of the Agreement, Technical Specifications, Construction Documents, and all modifications thereof incorporated in any of the documents before the execution of the Agreement.

The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Signed Agreement, Performance and Payment Bonds, Special Bonds (if any), Proposal, Special Conditions of Agreement, Notice to Contractors, Technical Specifications, Construction Documents, and General Conditions of Agreement.

3. **SUB-CONTRACTOR.** The term Sub-Contractor, as employed herein, includes only those having a direct contract with the CONTRACTOR, and it includes one who furnishes material worked to a special design according to the construction documents or specifications of this work, but does not include one who merely furnishes material not so worked.

4. **WRITTEN NOTICE.** Written notice shall be deemed to have been duly serviced if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

5. **WORK.** The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and

quality of materials. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

6. **EXTRA WORK.** The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the ENGINEER or OWNER to be done by the CONTRACTOR to accomplish any change, alteration or addition to the work shown upon the construction documents, or reasonably implied by the specifications, and not covered by the CONTRACTOR'S Proposal, except as provided under "Changes and Alterations", herein.
7. **CALENDAR DAY.** "Calendar Day" is any day of the week or month, no days being excepted.
8. **SUBSTANTIALLY COMPLETED.** By the term "substantially completed" is meant that the structure has been made suitable for use or occupancy or the facility is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

RESPONSIBILITIES OF THE ENGINEER AND THE CONTRACTOR

9. **OWNER-ENGINEER RELATIONSHIP.** The ENGINEER will be the OWNER'S representative during construction. The duties, responsibilities and limitations of authority of the ENGINEER as OWNER'S representative during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the OWNER.

The ENGINEER will advise and consult with the OWNER, and all of OWNER'S instructions to the CONTRACTOR shall be issued through the ENGINEER.

10. **PROFESSIONAL INSPECTION BY ENGINEER.** The ENGINEER shall make periodic visits to the site to familiarize himself generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents.
11. **PAYMENTS FOR WORK.** The ENGINEER shall review CONTRACTOR'S applications for payment and supporting data, determine the amount owed to the CONTRACTOR and approve, in writing, payment to CONTRACTOR in such amounts; such approval of payment to CONTRACTOR constitutes a representation to the OWNER of ENGINEER'S professional judgment that the work has progressed to the point indicated to the best of his knowledge, information and belief, but such approval of an application for payment to CONTRACTOR shall not be deemed as a representation by ENGINEER

that ENGINEER has made any examination to determine how or for what purpose CONTRACTOR has used the moneys paid on account of the Contract price.

12. LINES AND GRADES. Unless otherwise specified, all lines and grades shall be furnished by the CONTRACTOR or his representative. Whenever necessary, construction work shall be suspended to permit performance of this work, but such suspension will be as brief as practicable and the CONTRACTOR shall be allowed no extra compensation therefor. All stakes, marks, etc., shall be carefully preserved by the CONTRACTOR, and in case of careless destruction or removal by him or his employees, such stakes, marks, etc., shall be replaced at the CONTRACTOR'S expense.

13. CONTRACTOR'S DUTY AND SUPERINTENDENCE. The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the CONTRACTOR in his absence and all directions given to him shall be as binding as if given to the CONTRACTOR.

The CONTRACTOR is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the OWNER and ENGINEER being interested only in the result obtained and conformity of such completed improvements to the construction documents and contract.

Likewise, the CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Engineering construction drawings and specifications as well as any additional information concerning the work to be performed passing from or through the ENGINEER shall not be interpreted as requiring or allowing CONTRACTOR to deviate from the construction documents the intent of such drawings, specifications and any other such instructions being to define with particularity the agreement of the parties as to the work the CONTRACTOR is to perform. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

Any review of work in process, or any visit or observation during construction, or any clarification of construction documents by the ENGINEER, or any agent, employee, or representative of either of them, whether through personal observation on the project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or method, is agreed by the CONTRACTOR to be for the purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the contract, or for the

purpose of enabling CONTRACTOR to more fully understand the construction documents so that the completed construction work will conform thereto, and shall in no way relieve the CONTRACTOR from full and complete responsibility for the proper performance of his work on the project, including but without limitation the propriety of means and methods of the CONTRACTOR in performing said contract, and the adequacy of any designs, construction documents or other facilities for accomplishing such performance. Deviation by the CONTRACTOR from construction documents that may have been in evidence during any such visitation or observation by the ENGINEER, or any of his representatives whether called to the CONTRACTOR'S attention or not shall in no way relieve CONTRACTOR from his responsibility to complete all work in accordance with said construction documents.

ENGINEER'S approval of payments to CONTRACTOR for work done and any and all payments actually made by OWNER, shall in no way relieve CONTRACTOR from full and complete responsibility to complete all work according to construction documents.

14. **CONTRACTOR'S UNDERSTANDING.** It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the OWNER or ENGINEER either before or after the execution of this contract shall affect or modify any of the terms or obligations herein contained.
15. **CHARACTER OF WORKMEN.** The CONTRACTOR agrees to employ only orderly and competent men, skillful in their performance of the type of work required under this contract, to do the work; and agrees that whenever the ENGINEER shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the ENGINEER'S written consent.
16. **CONTRACTOR'S BUILDINGS.** The building of structures for housing men, or the erection of tents or other forms of protection, will be permitted only at such places as the ENGINEER shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the ENGINEER.
17. **SANITATION.** Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the CONTRACTOR in such manner and at such points as shall be approved by the ENGINEER, and their use shall be strictly enforced.
18. **SHOP DRAWINGS.** The CONTRACTOR shall submit to the ENGINEER, with such promptness as to cause no delay in his own work or in that of any other Contractor, four checked copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the ENGINEER shall pass upon

them with reasonable promptness, making desired corrections. The CONTRACTOR shall make any corrections required by the ENGINEER, file with him two corrected copies and furnish such other copies as may be needed. The ENGINEER'S approval of such drawings or schedules shall not relieve the CONTRACTOR from responsibility for deviations from drawings or specifications, unless he has in writing called the ENGINEER'S attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules. It shall be the CONTRACTOR'S responsibility to fully and completely review all shop drawings to ascertain their effect on his ability to perform the required contract work in accordance with the construction documents and within the contract time.

Such review by the ENGINEER shall be for the sole purpose of determining the sufficiency of said drawings or schedules to result in finished improvements in conformity with the construction documents, and shall not relieve the CONTRACTOR of his duty as an independent contractor as previously set forth, it being expressly understood and agreed that the ENGINEER does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during CONTRACTOR'S performance hereunder.

- 19. PRELIMINARY APPROVAL.** The ENGINEER shall not have the power to waive the obligations of this contract for the furnishing by the CONTRACTOR of good material, and of his performing good work as herein described, and in full accordance with the construction documents. No failure or omission of the ENGINEER to discover, object to or condemn any defective work or material shall release the CONTRACTOR from the obligations to fully and properly perform the contract, including without limitations, the obligation to at once tear out, remove and properly replace the same at any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that the ENGINEER shall, upon request of the CONTRACTOR, inspect and accept or reject any material furnished

Any questioned work may be ordered taken up or removed for re-examination, by the ENGINEER, prior to final acceptance, and if found not in accordance with the specifications for said work, all expense of removing, re-examination and replacement shall be borne by the CONTRACTOR; provided that, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the CONTRACTOR proceed with such work without requesting prior inspection or approval he shall bear all expense of taking up, removing, and replacing this work if so directed by the ENGINEER.

- 20. DEFECTS AND THEIR REMEDIES.** It is further agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the ENGINEER as unsuitable or not in conformity with the specifications, the CONTRACTOR shall, after receipt of written notice thereof from the ENGINEER, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

21. **CHANGES AND ALTERATIONS** The CONTRACTOR further agrees that the OWNER may make such changes and alterations as the OWNER may see fit, in the line, grade, form, dimensions, construction documents or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying Performance and Payment Bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with, except as provided for unit price items under Section 5 "Measurement and Payment." If the amount of work is increased, and the work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under this contract, except as provided for unit price items under Section 5 "Measurement and Payment;" otherwise, such additional work shall be paid for as provided under Extra Work. In case the OWNER shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall recompense the CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned.

GENERAL OBLIGATIONS AND RESPONSIBILITIES

22. **KEEPING OF CONSTRUCTION DOCUMENTS ACCESSIBLE.** The ENGINEER shall furnish the CONTRACTOR with an adequate and reasonable number of copies of all construction documents without expense to him, and the CONTRACTOR shall keep one copy of the same constantly accessible on the work, with the latest revisions noted thereon.
23. **OWNERSHIP OF DRAWINGS.** All drawings, specifications and copies thereof furnished by the ENGINEER shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to him on request, at the completion of the work. All models are the property of the OWNER.
24. **RIGHT OF ENTRY.** The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said OWNER may desire.
25. **COLLATERAL CONTRACTS.** The OWNER agrees to provide a separate contract or otherwise, all labor and material essential to the completion of the work specifically excluded from this contract, in such manner as not to delay the progress of the work, or damage said CONTRACTOR, except where such delays are specifically mentioned elsewhere in the Contract Documents.

26. **DISCREPANCIES AND OMISSIONS.** It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate contract documents, the priority of interpretation defined under "Contract Documents" shall govern. In the event that there is still any doubt as the meaning and intent of any portion of the contract, specifications or drawings, the ENGINEER shall define which is intended to apply to the work.
27. **EQUIPMENT, MATERIALS AND CONSTRUCTION PLANT.** The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.
28. **DAMAGES.** In the event the CONTRACTOR is damaged in the course of the completion of the work by the act, neglect, omission, mistake or default of the OWNER thereby causing loss to the CONTRACTOR, the OWNER agrees that he will reimburse the CONTRACTOR for such loss. In the event the OWNER is damaged in the course of the work by the act, negligence, omission, mistake or default of the CONTRACTOR, or should the CONTRACTOR unreasonably delay the progress of the work being done by others on the job so as to cause loss for which the OWNER becomes liable, then the CONTRACTOR shall reimburse the OWNER for such loss.
29. **PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC.** The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. the safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.
30. **PERFORMANCE AND PAYMENT BONDS.** Unless otherwise specified, it is further agreed by the parties to this Contract that the CONTRACTOR will execute separate performance and payment bonds, each in the sum of one hundred percent (100%) of the total contract price, in standard forms for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the Contract, and it is agreed that this Contract shall not be in effect until such performance and payment bonds are furnished and approved by the OWNER. Unless otherwise approved in writing by the OWNER, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the CONTRACTOR'S proposal.

31. **LOSSES FROM NATURAL CAUSES.** Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.
32. **PROTECTION OF ADJOINING PROPERTY.** The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR agrees to indemnify, save and hold harmless the OWNER and ENGINEER against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract; but any such indemnity shall not apply to any claim of any kind arising out of the existence or character of the work.
33. **PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES.** The CONTRACTOR agrees that he will indemnify and save the OWNER and ENGINEER harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails so to do, then the OWNER may at the option of the CONTRACTOR either pay directly any unpaid bills, of which the OWNER has written notice, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER by either the CONTRACTOR or his Surety.
34. **PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION.** The CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the patentee or owner. The CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright rights and shall indemnify and save the OWNER and ENGINEER harmless from any loss on account thereof, except that the OWNER shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required by the OWNER; provided,

however, if choice of alternate design, device, material or process is allowed to the CONTRACTOR, then CONTRACTOR shall indemnify and save OWNER harmless from any loss on account thereof. If the material or process specified or required by the OWNER is an infringement, the CONTRACTOR shall be responsible for such loss unless he promptly gives such information to the OWNER.

35. **LAWS AND ORDINANCES.** The CONTRACTOR shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect the contract or the work, and shall indemnify and save harmless the OWNER and ENGINEER against any claim arising from the violation of any such laws, ordinances, and regulations whether by the CONTRACTOR or his employees, except where such violations are called for by the provisions of the Contract Documents. If the CONTRACTOR observes that the construction documents are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he shall bear all costs arising therefrom. In case the OWNER is a body politic and corporate, the law for which it derives its powers, insofar as the same regulates the objects from which, or the manner in which, or the conditions under which the OWNER may enter into contract, shall be controlling, and shall be considered as part of this contract, to the same effect as though embodied herein.
36. **ASSIGNMENT AND SUBLETTING.** The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without written consent of the ENGINEER, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER, as provided by this Agreement.
37. **INDEMNIFICATION.** The CONTRACTOR shall defend, indemnify and hold harmless the OWNER and the ENGINEER and their respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:
- (1). Is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from; and,
 - (2). Is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or

anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The obligation of the CONTRACTOR under this Paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, Change Orders, designs or specifications, or the giving of or the failure to give directions or instructions by the ENGINEER, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

38. INSURANCE. The CONTRACTOR at his own expense shall purchase, maintain and keep in force such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1). Workmen's compensation claims, disability benefits and other similar employee benefit acts;
- (2). Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual bodily injury liability coverages;
- (3). Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual bodily injury liability coverages, and
- (4). Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

39. CERTIFICATE OF INSURANCE. Before commencing any of the work; CONTRACTOR shall file with the OWNER valid Certificates of Insurance acceptable to the OWNER and the ENGINEER. Such Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least fifteen days' prior written notice has been given to the OWNER.

The CONTRACTOR shall also file with the OWNER valid Certificates of Insurance covering all sub-contractors.

The CONTRACTOR must have insurance coverage equal to or better than requirements of NCTCOG Section 103.4 (5th Edition).

PROSECUTION AND PROGRESS

40. **TIME AND ORDER OF COMPLETION.** It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the CONTRACTOR shall be allowed to prosecute his work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction; provided, however, that the order and the time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, the construction documents, and within the time of completion designated in the Proposal; provided, also, that when the OWNER is having other work done, either by contract or by his own force, the ENGINEER may direct the time and manner of constructing the work done under the contract, so that conflict will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The CONTRACTOR shall submit, at such times as may reasonably be requested by the ENGINEER, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts.

41. **EXTENSION OF TIME.** Should the CONTRACTOR be delayed in the completion of the work by any actor neglect of the OWNER or ENGINEER, or of any employee of either, or by other contractors employed by the OWNER, or by changes ordered in the work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause or causes beyond the CONTRACTOR'S control, or by any cause which the ENGINEER shall, upon recommendation and approval by the OWNER, decide justifies the delay, then an extension of time shall be allowed for completing the work, sufficient to compensate for the delay, the amount of the extension to be determined by the ENGINEER; provided however, that the CONTRACTOR shall give the ENGINEER immediate notice in writing of the cause of such delay.

MEASUREMENT AND PAYMENT

42. **QUANTITIES AND MEASUREMENTS.** No extra or customary measurements of any kind will be allowed, but the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.
43. **ESTIMATED QUANTITIES.** This Agreement, including the specifications, construction documents and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract

may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the CONTRACTOR agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this contract and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should become as much as 25% more than, or 25% less than the estimated or contemplated quantity for such items, then either party to this Agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below 25% of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater than five percent (5%) of the total contract cost, computed on the basis of the proposal quantities and the contract unit prices.

Any revised consideration is to be determined by written agreement between the parties, otherwise by the terms of this Agreement, as provided under "Extra Work".

44. **PRICE OF WORK.** Inconsideration of the furnishing of all the necessary labor, equipment and material, and the completion of all work by the CONTRACTOR, and on the completion of all work and off the delivery of all material embraced in this contract in full conformity with the specifications and stipulations herein contained, the OWNER agrees to pay the CONTRACTOR the prices set forth in the Proposal hereto attached, which has been made a part of this contract. The CONTRACTOR hereby agrees to receive such prices in full for furnishing all material and all labor required for the aforesaid work, also for all expense incurred by him, and for well and truly performing the same and the whole thereof in the manner and according to this Agreement.
45. **PARTIAL PAYMENTS.** On or before the 10th day of each month, the Contractor shall prepare and submit to the Engineer for approval or modification a statement showing as completely as practicable the total value of the work done by the Contractor up to and including the last day of the preceding month; said statement shall also include the value of all suitable materials delivered on the site of the work that are to be fabricated into the work.

The Owner shall pay the Contractor within thirty (30) days of the Owner's receipt of the statement the total amount of approved statement, less ten percent (10%) of the amount thereof, which 10% shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the Contractor, the Owner may--upon written recommendation of the Engineer—pay a reasonable and equitable portion of the retained percentage to the Contractor; or the

Contractor at the Owner's option, may be relieved of the obligation to fully complete the work, and thereupon, the Contractor shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment."

46. **USE OF COMPLETED PORTIONS.** The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as the ENGINEER may determine. The CONTRACTOR shall notify the ENGINEER when, in the CONTRACTOR'S opinion, the contract is "substantially completed" and when so notifying the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER in writing a detailed list of unfinished work. The ENGINEER will review the CONTRACTOR'S list of unfinished work and will add thereto such items as the CONTRACTOR has failed to include. The "substantial completion" of the structure or facility shall not excuse the CONTRACTOR from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the structure or facility in accordance with the Contract Documents.
47. **FINAL COMPLETION AND ACCEPTANCE.** Within ten (10) days after the CONTRACTOR has given the ENGINEER written notice that the work has been completed, or substantially completed, the ENGINEER and the OWNER shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract Documents, the ENGINEER shall issue to the OWNER and the CONTRACTOR his Certificate of Completion, and thereupon it shall be the duty of the OWNER within ten (10) days to issue a Certificate of Acceptance of the work to the CONTRACTOR or to advise the CONTRACTOR in writing of the reason for non-acceptance.
48. **FINAL PAYMENT.** Upon the issuance of the Certificate of Completion, the ENGINEER shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the OWNER, who shall pay to the CONTRACTOR on or after the 30th day, and before the 35th day, after the date of the Certificate of Completion, the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the CONTRACTOR. Neither the Certificate of Acceptance nor the final payment, nor any provision in the Contract Documents, shall relieve the CONTRACTOR of the obligation for fulfillment of any warranty which may be required.
49. **PAYMENTS WITHHELD.** The OWNER may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect himself from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims
- (c) Failure of the CONTRACTOR to make payments properly to sub-contractors or for material or labor.
- (d) Damage to another contractor
- (e) Reasonable doubt that the work can be completed for the unpaid balance of the contract amount
- (f) Reasonable indication that the work will not be completed within the contract time.

When the above grounds are removed or the CONTRACTOR provides a Surety Bond satisfactory to the OWNER, which will protect the OWNER in the amount withheld, payment shall be made for amounts withheld because of them.

- 50. DELAYED PAYMENTS.** Should the OWNER fail to make payment to the CONTRACTOR of the sum named in any partial or final statement, when payment is due, then the OWNER shall pay to the CONTRACTOR, in addition to the sum shown as due by such statement, interest thereon at the rate of six (6) per cent per annum, unless otherwise specified, from date due as provided under "Partial Payments" and "Final Payments," until fully paid, which shall fully liquidate any injury to the CONTRACTOR growing out of such delay in payment, but the right is expressly reserved to the CONTRACTOR in the event payments be not promptly made, as provided under "Partial Payments," to at any time thereafter treat the contract as abandoned by the OWNER and recover compensation, as provided under "Abandonment of Contract," unless such payments are withheld in accordance with the provisions of "Payments Withheld."

EXTRA WORK AND CLAIMS

- 51. CHANGE ORDERS.** Without invalidating this Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions to the work; any material or labor so used, and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned. such changes will be authorized by Change Order to be prepared by the ENGINEER for the execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

In the event the CONTRACTOR shall refuse to execute a Change Order which has been prepared by the ENGINEER and executed by the OWNER, the ENGINEER may in writing instruct the CONTRACTOR to proceed with the work as set forth in the Change Order and the CONTRACTOR may make claim against the OWNER for Extra Work involved therein, as hereinafter provided.

- 52. MINOR CHANGES.** The ENGINEER may authorize minor changes in the work not inconsistent with the overall intent of the Contract Documents and not involving an increase in Contract Price. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER involves Extra Work and entitles him to an

increase in the Contract Price, the CONTRACTOR shall make written request to the ENGINEER for a written Field Order.

In such case, the CONTRACTOR by copy of his communication to the ENGINEER or otherwise in writing shall advise the OWNER of his request to the ENGINEER for a written Field Order and that the work involved may result in an increase in the Contract Price.

Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

53. EXTRA WORK. It is agreed that the basis of compensation to the CONTRACTOR for work either added or deleted by a Change Order or for which a claim for Extra Work is made shall be determined by one or more of the following methods as selected by the OWNER:

Method (A) - By agreed unit prices; or

Method (B) - By agreed lump sum; or

Method (C) - If neither Method (A) or Method (B) be agreed upon before the Extra Work is commenced, then the CONTRACTOR shall be paid the "actual field cost" of the work, plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the CONTRACTOR of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits and other payroll taxes, and, a ratable proportion of premiums on Performance and Payment Bonds and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the OWNER, or by them agreed to. The ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the ENGINEER. The ENGINEER or OWNER may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment be used; otherwise these matters shall be determined by the CONTRACTOR. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 per cent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order. The fifteen (15%) per cent of the "actual field cost" to be paid the CONTRACTOR shall cover and compensate him for his profit, overhead, general superintendence and field office expense,

and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the CONTRACTOR'S Camp or Field Office must be maintained primarily on account of such Extra Work; then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered in writing by the ENGINEER. In case any orders or instructions, either oral or written, appear to the CONTRACTOR to involve Extra Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to the ENGINEER for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the ENGINEER insists upon its performance, the CONTRACTOR shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C).

54. **TIME OF FILING CLAIMS.** It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the CONTRACTOR shall be in writing and filed with the ENGINEER within thirty (30) days after the ENGINEER has given any directions, order or instruction to which the CONTRACTOR desires to take exception. The ENGINEER shall reply within thirty (30) days to such written exceptions by the CONTRACTOR and render his final decision in writing.

ABANDONMENT OF CONTRACT

55. **ABANDONMENT BY CONTRACTOR.** In case the CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the OWNER, or the ENGINEER, or if the CONTRACTOR fails to comply with the orders of the ENGINEER, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR. After receiving said notice of abandonment the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or the Surety on the performance bond, or another contractor in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefor (except when used in connection with Extra Work and Claims, it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

Where there is no performance bond provided or in case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

56. The OWNER may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the OWNER out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of the Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or his Surety shall pay the amount of such excess to the OWNER; or
57. The OWNER under sealed bids, after five (5) days notice published one or more times in a newspaper having general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case any increase in cost to the OWNER under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this contract; the CONTRACTOR and/or his Surety shall be credited therewith.

When the work shall have been substantially completed the CONTRACTOR and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided in Paragraph 5.06 hereinabove, shall be issued. A complete itemized statement of the contract accounts, certified to by the ENGINEER as being correct, shall then be prepared and delivered to the CONTRACTOR and his Surety, whereupon the CONTRACTOR and/or his surety, or the OWNER as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the OWNER had the work been completed by the CONTRACTOR under the terms of this contract; or when the CONTRACTOR and/or his Surety shall pay the balance shown to be due by them to the OWNER, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the CONTRACTOR and/or his Surety. Should the cost to complete the work exceed the contract price, and the CONTRACTOR and/or his Surety fail to pay the amount due the OWNER within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in this contract; provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his Surety subject only to the duty of the OWNER to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice the OWNER may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from

such sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, equipment, tools, materials, or supplies, which remain on the work, and belong to persons other than the CONTRACTOR or his Surety, to their proper owners. The books on all operations provided herein shall be open to the CONTRACTOR and his Surety.

SECTION III

**SPECIAL CONDITIONS & FEDERAL LABOR
STANDARDS**

SPECIAL CONDITIONS

1. **GENERAL:**

The provisions of this section of the specifications shall govern in the event of any conflict between them and the General Conditions.

2. **ENGINEERING:**

The word "Engineer" in these specifications shall be understood as referring to Owner's representative, from the firm that designed the project.

3. **FORMS, CONSTRUCTION DOCUMENTS:**

Forms of the Proposal, Contract, and Bonds, and Construction Documents are on file at HALFF ASSOCIATES, INC. 3803 PARKWOOD BOULEVARD, SUITE 800, FRISCO, TX 75034, Monday – Friday, 8 a.m. – 5 p.m. and may be purchased for the sum of fifty dollars (\$50.00) per set. **THE PURCHASE PRICE OF \$50.00 PER SET FOR THESE DOCUMENTS SHALL NOT BE REFUNDED.** Digital copies may also be obtained, **at no cost**, by contacting Lynne Shafer of Halff Associates, Inc at lshafer@halff.com.

4. **AWARD OF CONTRACT:**

- (a). It is the intent of the Owner to award a contract on the basis of the lowest acceptable bid submitted by a qualified bidder, as determined by the Owner. The right is reserved, as the interest of the Owner may require, to reject any and all bids and to waive any formality in bids received.
- (b). The Owner will notify the bidder(s), in writing, as soon as practicable of any bid rejections.

5. **TIME ALLOTTED FOR COMPLETION:**

The time allotted for the completion of all items of work for this project shall be specified in the Proposal. Such time of construction shall begin on or before the 15th day after the date specified in the "Notice to Proceed," which is a written notice by the Owner for the Contractor to proceed with construction of the project. Failure to begin construction on or before the 15th day after the "Notice to Proceed" date as established by the Owner and Contractor during the preconstruction conference, may result, at the Owner's option, in liquidated damages at the rate of \$100 per calendar day.

6. **ADDENDA:**

Bidders desiring further information or interpretation of the Construction Documents must make requests for such information to the Engineer at least five (5) days prior to the bid opening date. Answers to all such requests will be given in writing to all bidders in

addendum form and all addenda will be bound with and made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancies in, or omissions from the Construction Documents or Contract Documents, or should he be in doubt as to their meaning, he shall at once notify the Engineer in order that a written addendum may be sent to all bidders. Any addenda issued prior to twenty-four (24) hours of the opening of bids will be mailed or delivered to each Contractor contemplating the submission of a proposal on this work. The proposal as submitted by the Contractor will be so construed as to include any addenda if such are issued by the Engineer twenty-four (24) hours prior to the bid opening.

7. LIQUIDATED DAMAGES FOR DELAY BY CONTRACTORS:

The Contractor agrees that time is the essence of this contract and that for each day of delay beyond the number of calendar days agreed upon for the completion of all items of work herein specified and contracted for (after due allowance for such extension of time as is provided for in the General Conditions of Agreement), the Owner may withhold permanently from the Contractor's total compensation, the sum of One Hundred Dollars (\$100.00) per calendar day for the first ten (10) calendar days and Five Hundred Dollars (\$ 500.00) per calendar day for each day beyond the initial ten days.

8. COPIES OF CONSTRUCTION DOCUMENTS FURNISHED:

Two (2) sets of Construction Documents shall be furnished to the Contractor, at no charge, for construction purposes.

9. REFERENCE SPECIFICATIONS:

Where reference is made in these Specifications to specifications compiled by other agencies, organizations or departments, such reference is made for expediency and standardization from the material suppliers' point of view, and such specifications referred to are hereby made a part of these Specifications.

10. PROJECT MAINTENANCE:

The Contractor shall maintain and keep in good repair the improvements covered by these Construction Documents during the life of this contract.

11. CLEANUP:

- (a). During construction - The Contractor shall at all times keep the job site as free from material, debris, and rubbish as is practicable and shall remove same from any portion of the job site when it becomes objectionable or interferes with the progress of the project in the opinion of the Engineer.
- (b). Final - Upon completion of each street, the Contractor shall remove from the site, all debris, materials, tools and equipment belonging to him, and leave the site with

an appearance acceptable to the Engineer. The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver over such materials and equipment in a bright, clean, polished and new appearing condition.

- (b). Clean up will have no separate bid item and shall be considered subsidiary to the project.

12. GUARANTY AGAINST DEFECTIVE WORK:

Maintenance Bond - The Contractor shall indemnify the Owner against any repairs which may become necessary to any part of the work performed under the contract arising from defective workmanship or materials used therein. It is therefore required of the Contractor a Maintenance Bond of not less than two (2) years at one hundred percent (100%) of the contract amount or what the affected town in which the construction is being performed requires for public works or building construction. This bond will be in effect upon the date of final acceptance of the work as stated in a written "Final Acceptance" letter issued by the Owner.

13. SANITARY ARRANGEMENTS:

From the commencement to the completion of the operations approved sanitary arrangements shall be provided by the Contractor. All sanitary arrangements shall be acceptable to the public authorities having jurisdiction.

14. CONSTRUCTION LAYOUT:

The Contractor shall be responsible for the complete layout of the work and for establishing lines and elevations as needed during construction. The Contractor shall furnish at his own expense labor, including the services of competent personnel, equipment, including accurate surveying instruments, stakes, templates, platforms, tools, and materials as may be required for laying out any and all parts of the work.

15. SUBCONTRACTING:

- (a). The Contractor may utilize the services of specialty subcontractors on those parts of the work which under normal contracting practices are performed by specialty subcontractors.
- (b). The Contractor shall not award any work to any subcontractor until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.

- (c). The Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- (d). The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the Contract Documents.
- (e). Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner. The Contractor is an independent contractor.

16. EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this contract the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin, including qualified disabled veterans and qualified handicapped individuals. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- (b). The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin, including qualified disabled veterans and qualified handicapped individuals.
- (c). The Contractor will send each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.
- (d). The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (e). The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations and orders.
- (f). In the event of the Contractor's non-compliance with the non- discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g). The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

17. INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS:

No member of or Delegate to Congress - U.S. State or Local Official - shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

18. OTHER PROHIBITED INTERESTS:

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized

in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, sub-contract, insurance contract, or any other contract pertaining to the project.

19. WORK ORDER CHANGE:

It is understood that the quantities of work to be done at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Owner, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the prices set forth except as provided for in the specifications. The Owner reserves the right to increase or decrease the amount of work to be done by any amount not to be exceeded by twenty-five percent (25%) of the original contract amount. In the event the increase pertains to items not originally bid, the Contractor shall submit a bid in writing to the Owner for approval.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Owner but not shown on the construction documents or required by the specifications, in accordance with the provisions of the general conditions; similarly, they may be decreased to cover deletion of work so ordered.

20. PERFORMANCE AND PAYMENT BONDS:

Performance and payment bonds shall be required only if the contract amount exceeds \$25,000. Paragraph 30. of the General Conditions applies only if the contract amount exceeds \$25,000.00.

21. EMPLOYEE INTERVIEWS:

In compliance with Federal regulations pertaining to CROSS ROADS projects, Employee Interviews may be conducted by a representative from CROSS ROADS. These interviews shall be sufficient in number to establish the degree of accuracy of records, be representative of all work classifications of employees on the project, and be conducted during working hours on the job, provided that the interview can be properly and privately conducted on the premises.

Employees shall be informed of these interviews, that the information given is confidential, and that his identity will be disclosed to the employer only with the employee's written permission.

22. FEDERAL LABOR STANDARDS PROVISION (HUD-4010):

Federal Labor Standards Provisions (HUD-4010) represent revisions incorporating Department of Labor regulatory changes. This document must now be used as appropriate for construction contracts. All previous revisions are now obsolete and should be destroyed.

23. CONSTRUCTION TESTING REQUIREMENTS:

The contractor must hire an approved independent testing laboratory to conduct the following tests as outlined in the respective specifications of the NCTCOG Standard Specifications for Public Works Construction, latest edition, or TXDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest edition. Payment for these tests will be considered incidental to the individual bid items listed in Section V

SECTION IV

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

I. DESCRIPTION OF PROJECT

The project consists of the rehabilitation of two asphalt streets. Rehabilitation measures include, but are not limited to, mill and overlay, full depth street repair, backfill of pavement edges, rock riprap, and ditch restoration.

Where discrepancies may occur between the project specifications (NCTCOG Public Works Construction Standards, TxDOT Standards and Specifications, and TCEQ Specifications), and the Technical Specifications in these documents, the following descending order of priority shall govern:

- 1) NCTCOG or TxDOT Standards and Specifications
- 2) Technical Specifications

Contractor shall provide the project schedule to the Town and the Engineer for review and approval prior to construction.

II. SPECIFICATION DETAILS, MEASUREMENT AND PAYMENT

BID ITEM NO. 1 – BARRICADES, WARNING AND DETOUR SIGNS, AND TRAFFIC HANDLING: the provisions of NCTCOG Item 801.1 shall apply except as modified below:

- A. This item shall consist of designing, providing, installing, moving, replacing, maintaining, cleaning, and removing upon completion of work all barricades, signs, cones, lights, and other control devices used for traffic handling needed for the project. Contractor shall submit a signed a sealed Traffic Control Plan to the Town of Cross Roads prior to beginning work.
- B. Contractor is responsible for maintaining access at **all times** to residences. Any temporary gravel or asphalt necessary to maintain access shall be subsidiary to this bid item.
- C. The plan shall be prepared by a licensed professional engineer in the State of Texas and shall conform to all requirements and recommendations of the Texas Department of Transportation “Manual on Uniform Traffic Control Devices” latest edition and Texas Department of Transportation standards. Access shall be maintained at all times to all residences, businesses, and facilities.
- D. The Contractor shall be paid under this item on a lump sum basis and shall include all labor and materials to assure proper traffic and pedestrian safety and flow during construction. Payment shall be made monthly based on the percentage of contract complete.

BID ITEM NO. 2 – SWPPP, EROSION AND SEDIMENTATION CONTROL: the provisions of NCTCOG Item 201 shall apply except as modified below:

- A. This Item shall consist of temporary soil erosion sediment and water pollution control measures deemed necessary by the Owner for the duration of the Contract. The temporary pollution-control provisions contained herein shall comply, in their entirety, with the requirements of the NCTCOG “Storm Water Quality Best Management Practices (BMP) for Construction Activities” Manual, First Edition, as indicated on the “Erosion and Sedimentation Control Procedures” drawings shown in the Plans, and as otherwise directed by the Owner’s Project Representative. These control measures shall be used to the extent practical to assure economical, effective and continuous erosion control throughout the construction period unless determined otherwise by the Owner. The temporary control measures shall include, but not be limited to, silt fence or hay bale barriers, inlet protection, rock type filter dams, jute matting (if required), temporary seeding, straw mulch, stabilized construction entrances and all other necessary devices deemed necessary by the Owner’s Project Representative to assure the most effective control. Should further preventative measures become evident, as determined by the Owner’s Project Representative, the Contractor shall act immediately to bring the erosion and siltation under control by whatever additional temporary means are deemed necessary.
- B. It is the Contractor’s responsibility to determine required BMPs to control sedimentation and maintain the project location in compliance with TCEQ. Contractor shall be fully satisfied regarding the amount of work prior to submitting a bid.
- C. Construction/Installation of Stabilized Construction entrances shall be provided under this bid item to minimize tracking.
- D. The Contractor shall maintain the temporary control devices during the project duration in a quality condition until the final completion of the project. Final payment will not be made until all erosion control devices and/or BMPs are removed from the project.
- E. Silt Fence will be provided under this item, and shall consist of all materials, equipment, labor, tools and incidentals necessary to complete and maintain the silt fence throughout the contract.
- F. Waste or disposal areas and temporary construction roads (if any) shall be located and constructed in a manner that will minimize the amount of sediment allowed to leave the site(s).
- G. In the event that temporary erosion, sediment and water-pollution-control measures required on the project are due to the Contractor’s negligence, carelessness or failure to install proper controls as a part of the work as required, and are ordered by the Owner’s Project Representative, such work shall not be measured for payment but shall be performed by the Contractor at his own expense.

- H. In the case of failure on the part of the Contractor to control soil erosion, pollution and/or siltation, the Owner reserves the right to employ outside assistance or to use Owner's forces to provide the necessary corrective measures. Such incurred direct costs plus project-engineering costs will be deducted from any money due or to become due to the Contractor.
- I. The Contractor shall provide, implement and maintain a Joint Stormwater Pollution Prevention Plan shall include obtaining a Notice to Proceed, if required.
- J. Measurement and payment for all items listed above shall be made on a lump sum basis and shall include all labor and materials necessary to provide and maintain the erosion control BMPs on this project.

BID ITEM NO. 3 – MOBILIZATION AND GENERAL SITE PREPARATION:

The provisions of NCTCOG Item 203.3 shall apply except as modified below:

- A. Mobilization and demobilization for the complete construction of the project shall be subsidiary to this bid item and shall include bonds, insurance, move-in, and sanitary facilities. Mobilization shall be defined as all necessary equipment, supplies, materials, and personnel on the job site ready to begin construction
- B. The Contractor shall fabricate and install two (2) Capital Improvement Project Signs for each street as per the Engineer's specifications prior to any construction. See General Notes on Sheet 3 of the plans for particulars. The cost of the project signs shall be subsidiary to this bid item and the project. Signs shall be maintained in good condition until the completion of the project and shall become the property of the Contractor at the end of construction. Signs shall be installed, maintained, and removed upon final acceptance of each street by the Contractor at no additional cost. Project signs may be reinstalled at subsequent streets as necessary throughout the length of the overall project.
- C. Contractor shall not store materials in cul-de-sacs, residential yards, or block mailboxes. Contractor may store equipment within the Town ROW provided proper access is maintained to all residences at all times and proper barricades are installed.
- D. This item shall consist of the preparation of the existing right-of-way for construction as required by the exhibit and specifications. Work shall include, but not be limited to: all obstructions above ground or below such as trees, shrubs, stumps, brush, roots, vegetation, logs, trash concrete, bricks, fences, structures, foundations, lumber, scrap metal, abandoned appliances, sprinkler systems, abandoned utility pipes or conduits and any other items not included as pay items elsewhere in the contract documents, or identified in NCTCOG Item 203.3, but necessary for the preparation of right-of-way. The maintenance/relocation of street signs and mailboxes shall be considered part of this Item. Contractor shall take care to protect any trees, shrubs, fences, structures, signs, or other items that are adjacent

to the construction area. Any damaged fences, structures, trees, shrubs, or landscaping caused by construction activities shall be replaced in a condition equal to or better than the original at no additional cost. All material and debris removed as described above shall become the property of the Contractor and shall be disposed of at the Contractor's expense in a manner satisfactory to the Engineer and other items identified in NCTCOG Item 203.3. All items relocated or replaced shall be in a condition equal to or better than the original condition. The Contractor shall videotape the existing right-of-way prior to construction.

- E. Any temporary gravel and/or asphalt pavement necessary for traffic control or to maintain access to all existing side streets, alleys, and driveways shall be subsidiary to this pay item.
- F. The Contractor shall locate, verify working condition and protect all existing French drains, sprinkler systems lines and heads. Remove, adjust, and reinstall in good condition equal to or better than existing condition; replace, if in direct conflict, with the same or better-quality material and appurtenances. The Contractor shall perform this work at no additional cost to the Owner.
- G. Contractor is responsible for hydromulch seeding all areas disturbed by construction activities subsidiary to this bid item. Seeding shall conform to NCTCOG Item 202.5 and shall consist of the placing of hydromulch seeding on disturbed areas within the project limits. All seed must be either Bermuda or shall match the type of grass in the adjacent lawn area. A 4-inch layer of topsoil, furnished in accordance with NCTCOG Item 202.2, shall be placed on all areas to be seeded. Fertilizer shall be furnished in accordance with NCTCOG Item 202.4 and applied at the time of initial seeding only, and at the rate specified in NCTCOG Item 202.4.3.2. The cost of fertilizer and watering is incidental to the unit cost and shall not be paid for separately. Seed shall be watered at least 30 days following placement and shall continue until completion and acceptance of the project. The Contractor shall water, fertilize, mow, and protect the seeded areas until acceptance. Acceptance will not be made until grass has reached 85% coverage and is to the satisfaction of the ENGINEER. The cost of topsoil, fertilizer, watering and mowing shall be incidental to this item.
- H. The Contractor shall take precautions to avoid damage to adjacent landscaping. Any landscape disturbed by construction activities, including but not limited to pavestones, shrubs, edging, plants, and bedding shall be returned to equal or better condition at no additional compensation.
- I. The Contractor shall take all necessary precautions to avoid damage to existing driveways during all phases of construction. **If any damage is sustained to existing driveways, the contractor shall replace the entire driveway approach up to the curb return or right-of-way, whichever is greater at no additional cost.** Driveway replacement shall adhere to NCTCOG concrete driveway standards regardless of existing driveway particulars.

- J. Contractor shall provide a construction schedule at or prior to the pre-construction meeting. An overall project construction schedule shall be generated along with a separate construction schedule for each individual street and the tasks for each street. Monthly updates shall be provided to the Town until the project is complete.
- K. Measurement and payment for this Item shall be at the contract unit price of lump sum for the completion of mobilization and general site preparation. Payment will be made on a monthly basis by dividing the lump sum contract price by the total contract time (months) for the project and shall include all materials, labor, equipment, and incidentals necessary to complete the work. Unit price for Mobilization and General Site Preparation shall not exceed five percent (5%) of the total contract amount exclusive of this pay item.

BID ITEM NO. 4 – MISCELLANEOUS CONSTRUCTION CONTIGENCY

- A. This pay item shall be used at the discretion of the Town for unforeseen or missed items. This item will only pay for work performed at the direction of the Town. Any work performed without authorization of the Town shall not be paid under this bid item. The bidder shall include this amount within their bid and understand the intent is to not utilize this item. The fee associated with this item is not required to be a part of the required 5% bid surety. At the completion of the project, funds not utilized in this item shall be removed from the contract agreement via a construction change order.

BID ITEM NO. 5 – BACKFILL PAVEMENT EDGES: The following work shall be provided under this item:

- A. Backfill of Pavement Edges shall meet the requirements of Type “B” of Item 134 of Standard Specifications for Construction of Highways, Streets and Bridge, latest edition.
- B. Backfill shall be uniformly compacted to 98 percent of ASTM D558 and near minus 3 to plus 1 percentage points of the optimum moisture content determined by that test.
- C. Backfill shall be placed as required to achieve a 3:1 maximum edge slope, with 4:1 being preferred. Backfill shall extend a minimum 3 feet from the pavement edge. Contractor is responsible for ensuring positive drainage in the roadside ditch section after completion of the project.
- D. The Contractor shall visit the site and be satisfied to the amount of work prior to bidding.
- E. Backfill of pavement edges shall extend along both pavement edges for the length of the entire project. Specific locations noted in the plans are done so to bring Contractor awareness to locations where additional backfill will be required, with width indicated on the plans. This shall be done at no additional cost.

- F. Measurement and payment for this item shall be made by the 100-foot station as measured along the centerline of improvement from beginning of project to end of project and shall include backfill of pavement edges for both sides of the roadway. All labor, materials, equipment, tools, and incidentals necessary to complete the work shall be subsidiary to this bid item.

BID ITEM NO 6 – REMOVE ASPHALT PAVEMENT (2-INCH DEPTH): The following work shall be provided under this item:

- A. This item shall include the milling of existing asphalt to a depth of 2 inches over the length of the project specified on the exhibit.
- B. CONTRACTOR shall provide a milled surface that provides a uniform surface free from gouges, ridges, oil film, and other imperfections of workmanship with a uniform textured appearance.
- C. This item includes the removal of the top 2-inches of asphalt from all full-depth asphalt repair locations.
- D. Butt joints shall be provided at all beginning and ending points of streets where paving material is removed. Butt joints shall provide a full width transition section and a constant depth at the point where the new overlay is terminated.
- E. All materials removed shall become the property of the Contractor and shall be disposed in accordance with local, state, and federal guidelines at a cost subsidiary to this bid item.
- F. Contractor may utilize milled materials in backfilling pavement edges and ditch rework provided the material is milled uniformly with no rock greater than 4 inches in maximum dimension.
- G. Payment will be made at the unit price bid per square yard and shall be full compensation for all labor, materials, equipment, tools, and incidentals necessary to complete the removal of existing asphalt pavement. Payment for this item shall also include work associated with the hauling of excess material off-site.

BID ITEM NO 7 – 2-INCH TYPE D SURFACE COURSE ASPHALTIC PAVEMENT: The following work shall be provided under this item:

- A. Asphaltic concrete shall meet the requirements for Type “D” of Item 340 of Standard Specifications for Construction of Highways, Streets and Bridge, latest edition and shall be installed per the provisions of NCTCOG Item 302.9.
- B. The thickness of hot-mix asphaltic concrete surface course shall be 2 inches.

- C. A tack coat shall be applied to the base course before placement of the surface course or a prime coat shall be applied to the prepared subgrade before placement of the overlay at a cost subsidiary to this bid item. Tack coat shall be in accordance with TxDOT Item 340 and 300 requirements. Prime coat must achieve uniform coverage over 100% of the prepared subgrade material and shall be in accordance with TxDOT Item 310.
- D. Lines and grades shall be established in the field by the Contractor to best match existing pavement and to facilitate positive drainage.
- E. Asphaltic concrete surface course shall be measured and paid for by the square yard and shall be full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEM NO 8 – FULL-DEPTH REPAIR: The following work shall be provided under this item:

- A. This Item shall include the full depth removal and replacement of asphalt pavement and subgrade at locations identified in the plans per the requirements of NCTCOG Item 203.3 “General Site Preparation”, and Items 247 and 340 of Standard Specifications for Construction of Highways, Streets and Bridge, latest edition.
- B. The top 2 inches of asphalt shall be removed and paid under **Item 6: REMOVE RECLAIMABLE ASPHALT (2-INCH DEPTH)**.
- C. Contractor shall full-depth sawcut and remove remaining asphalt and subgrade up to a depth of 10-inches. All excess material shall become the property of the Contractor and be disposed in accordance with local, state, and federal guidelines at a cost subsidiary to this bid Item. If rock is encountered during excavation, no additional costs will be incurred by the Owner. Excess material shall be hauled immediately offsite. No stockpiling will be permitted at any time. Contractor shall take precautions to avoid damage to existing driveways, driveway culverts, and all other structures during the removal and placement processes. The Contractor shall be responsible for correction of any such damage caused. Driveway approaches shall be sawcut along asphalt replacement limits to provide a smooth edge at a cost subsidiary to the project.
- D. Contractor shall install 6-inches of Type D, Grade 1 or 2 Flex Base meeting the requirements of TxDOT Item 247. Excavation and disposal of existing subgrade required to place the flex base is included in this bid item.
- E. Contractor shall install 4-inches of Type “B” asphalt meeting the requirements of TxDOT Item 340 and installed per NCTCOG Item 302.9. A prime coat shall be applied to the flex base material before placing the first lift of the base at a cost subsidiary to this Item. Prime coat shall be in accordance with TxDOT Item 310

requirements. Prime coat must achieve uniform coverage over 100% of the flex base surface prior to placing Type B asphalt.

- F. The top 2 inches of asphalt shall be installed and paid under **Item 7: 2-INCH TYPE D SURFACE COURSE ASPHALTIC PAVEMENT.**
- G. Lines and grades shall be established in the field by the Contractor to best match existing pavement and facilitate proper drainage.
- H. Measurement and Payment for this Item shall be at the contract unit price of square yard measured in-place for the full-depth repair of asphalt pavement and shall include sawcut, removal, excavation, and disposal of existing asphalt and subgrade, and the placement of flex base, and base course asphalt. Price shall be full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEM NO. 9 – 12-INCH ROCK RIPRAP: The following work shall be provided under this item:

- A. This item shall be performed in accordance with TxDOT Item 432 “Common Stone Riprap.”
- B. Rock for riprap shall be durable and of a quality to insure permanence in the structure. It shall be free from cracks, seams and other defects that would tend to increase deterioration. Rock shall be reasonably well-graded and in accordance with Item 432 specifications.
- C. Rock for riprap shall be placed on the geotextile in such a manner as to produce a reasonably well-graded mass of rock with the minimum percentage of voids and shall be constructed within the specified tolerance to the lines and grades shown on the drawings. The intent of these specifications is to require the placement of riprap to the thickness shown and to allow isolated stones to extend as much as six (6) inches above grade. Riprap shall be placed to its full course thickness at one operation and in such a manner as to avoid displacing the geotextile. The larger rocks shall be well distributed and the entire mass of rocks in their final position shall conform to the gradation specified hereinbefore. The finished riprap shall be free from objectionable pockets of small rocks and clusters of larger rocks. The desired distribution of the various sizes of rocks throughout the mass shall be obtained by successive loading of the material at the quarry or other source, by controlled dumping of successive loads during final placing, or by methods of placement that will produce the specified results. Rearranging of individual rocks by mechanical equipment and by hand is necessary to obtain a reasonably well-graded mass with minimum voids. The Contractor shall maintain the riprap protection until the Owner accepts the project. Any material displaced by any cause, including erosion, shall be replaced to the lines and grades shown on the drawings.

- D. Geotextile for use beneath the riprap shall meet the requirements of NCTCOG Item 803.4 for drainage conditions, unprotected applications, and EOS greater than a #50 sieve and permeability equal to soil (normal application).
- E. At the time of installation, the geotextile shall be rejected if it has defects, rips, holes, flaws, deterioration or damage incurred during manufacture, transportation or storage. The surface to receive the geotextile shall be prepared to a relatively smooth condition free of obstructions, depressions, debris and soft or low density pockets of material. Erosion features such as rills, gullies, etc. must be graded out of the surface before geotextile placement. The geotextile shall be placed with the long dimension perpendicular to the centerline of the channel and laid smooth and free of tension, stress, folds, wrinkles, or creases. The strips shall be placed to provide a minimum width of 24-inches of overlap for each joint. Temporary pinning of the geotextile will be required to help hold it in place until the rock riprap is placed. The temporary pins shall be removed as the riprap is placed to relieve high tensile stress that may occur during placement of material on the geotextile. The specified placement procedure requires that the length of the geotextile be greater than the actual slope length. The Contractor shall adjust the actual length of the geotextile used based on initial installation experience. The geotextile shall be protected at all times during construction from contamination by surface runoff and any geotextile so contaminated shall be removed and replaced with uncontaminated geotextile. Any geotextile damaged during installation or during placement of riprap shall be replaced by the Contractor at no cost to the Owner. The work shall be scheduled so that the covering of the geotextile with a layer of the specified material is accomplished within seven (7) calendar days after placement of the geotextile. Failure to comply shall require replacement of geotextile. The geotextile shall be protected from damage prior to and during placement of the rock riprap. Before placement of rock, the Contractor shall demonstrate that the placement technique will prevent damage to the geotextile. In no case shall any type of equipment be allowed on the unprotected geotextile.
- G. Contractor shall install toewalls around the perimeter of the riprap installation at a cost subsidiary to this item. Toewalls shall be installed in accordance with Figure 5 as noted in TxDOT Item 432
- H. Excavation required for rock placement shall be subsidiary to this item and shall not be paid separately.
- I. Rock riprap shall be measured by the square yard. Toewalls are included in the cost of rock riprap. Payment shall include rock, bedding, grout and, geotextile, and all materials, dewatering, equipment and labor necessary for a complete functional installation.

BID ITEM NO. 10 – REWORK DITCH: The following work shall be provided under this item:

- A. This item shall be performed in accordance with TxDOT Item 132 “Embankment” and shall meet the requirements of Type D.
- B. Contractor shall utilize in-situ material for filling and reshaping the ditch section to provide positive drainage downstream and a maximum side slope from the edge of the roadway of 3:1, where possible. Any dewatering necessary for installation shall be subsidiary to this bid item.
- C. Fill dirt shall be placed and compacted in accordance with Item 132. This item shall incorporate rock rip rap where indicated on the plans. Rock riprap shall be paid under a separate bid item.
- D. Contractor shall hydromulch seed the reworked ditch area after compaction in accordance with Item 3 – Mobilization and General Site Preparation. There shall be no separate item for seeding.
- E. The purpose of this item is to restore and repair erosion damage within the roadside ditch sections where indicated on the plans. **The Contractor shall visit each site and be satisfied to the amount of work needed prior to submitting a bid.** Contractor is responsible for establishing lines and grades as required to maintain a minimum of 0.50% longitudinal ditch slope.
- F. This item shall be measured and paid for by the linear foot as measured along the centerline of the road. Payment shall include all materials, equipment and labor necessary for a complete functional installation.

BID ITEM NO. 11 – SAFETY END TREATMENTS: The following work shall be provided under this item:

- A. This item shall be performed in accordance with TxDOT Item 467 “Safety End Treatment” Type II.
- B. Safety end treatments may be either cast-in-place or precast in accordance with TxDOT Standard Details SETP-CD or SETP-PD.
- C. Surfaces adjacent to the SETs shall be graded to provide positive drainage.
- D. Measurement and payment shall be for each SET constructed or installed, complete in place including excavation, form work, concrete, reinforcing steel, and labor, equipment, and incidentals necessary to complete the work.

BID ITEM NO. 12 – REMOVE EXISTING PIPE CULVERT AND INSTALL NEW PIPE CULVERT: The following work shall be provided under this item:

- A. This item shall be performed in accordance with TxDOT Items 100 “Preparing Right Of Way” and 460 “Corrugated Metal Pipe.”
- B. Corrugated metal pipes shall be Contech Ultra Flo Pipe – Aluminized Steel Type 2 or approved equal. Pipe shall conform to the applicable requirements of ASTM A929 or AASHTO M274. Pipe shall be joined using bell and spigot joints with gasket.
- C. Installation shall be in accordance with manufacturer’s recommendations. The cost of trench excavation, existing pipe cutting and removal, haul off of spoils and excess materials, embedment, compaction, and backfill is incidental to this Bid Item. The bid price shall also include all costs associated with the excavation of any rock encountered during the installation.
- D. Measurement and payment shall be made per linear foot of pipe installed of various sizes. Cost of existing pipe removal is considered subsidiary to this item. The unit price includes all excavation, embedment, backfill, equipment, labor, tools, and incidentals necessary to complete the work.

III. NON-PAY ITEMS

NON-PAY ITEM – ALL LABORATORY TESTING

- A. Contractor shall be responsible for performing quality control testing to verify that the specifications are met. Quality Control testing shall be included in the price bid for the respective paving or utility item. The Contractor shall hire an independent testing lab (approved by the Town) to perform quality assurance testing for the project.
- B. All testing shall be in accordance with the latest methods of the American Society for Testing and Materials.
- C. Field density tests and gradation tests of the subgrade shall be at the rate of 1 test per every 200 linear feet of roadway and at each service location. Testing locations should be coordinated with the Town Inspector.
- D. Concrete testing shall be one set of test cylinders per 50 cubic yards poured or once per day, whichever is greater. Each concrete test will require a minimum of 4 cylinders, 1 for a 7-day, 1 for 14-day, and 2 for 28-day testing. The contractor must submit a mix design to the Engineer for approval prior to construction.
- E. Asphalt Testing – The Contractor must submit a mix design to the Engineer for approval prior to construction. The Contractor will be required to establish a rolling pattern, the Contractor will have a density test performed after each pass of the

roller, until 95% of standard density and 20% air voids is achieved. If the mix design is changed, the Contractor will be required to reestablish the rolling pattern.

NON-PAY ITEM – SAWCUTS

- A. All full depth saw-cutting required for the construction and/or removal of asphalt pavement, concrete pavement, driveways, curb and gutter, etc. shall be included in the price bid for the individual paving or utility item.

NON-PAY ITEM – EXISTING UTILITIES

- A. The location and dimensions shown on the plans relative to existing utilities are based on the best information available. It shall be the Contractor's responsibility to verify locations of adjacent and/or conflicting utilities sufficiently in advance of the construction process to provide adequate clearance. The Contractor shall take all necessary precautions to protect all services encountered. Should the Contractor damage service lines due to his negligence, the lines shall be repaired and adjusted by the Contractor at the Contractor's expense.

Meeting Date:

September 19, 2022

Agenda Item:

Discuss and consider items related to the Town's Vision 2035 Strategic & Comprehensive Plan project.

Prepared by:

Kristi Gilbert, Town Administrator

Description:

On May 16, 2022, the Town Council authorized a proposal for the Vision 2035 Strategic & Comprehensive Plan prepared by Greater Yield, LLC and Mundo & Associates Inc. Both consultants will be in attendance to discuss their progress on the plans.

Attachments:

Update Presentation – Mundo & Associates



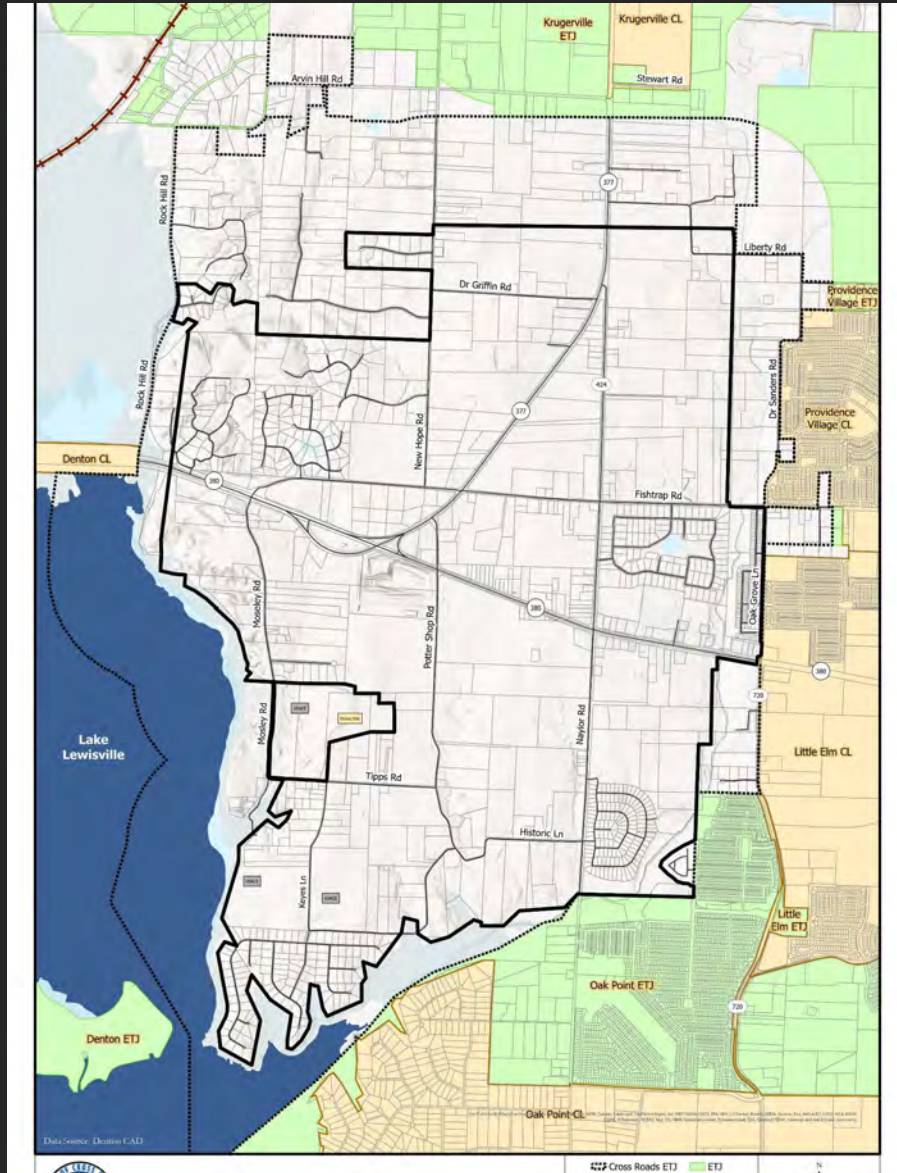
Updates/Discussion

On the Cross Roads Comprehensive Plan

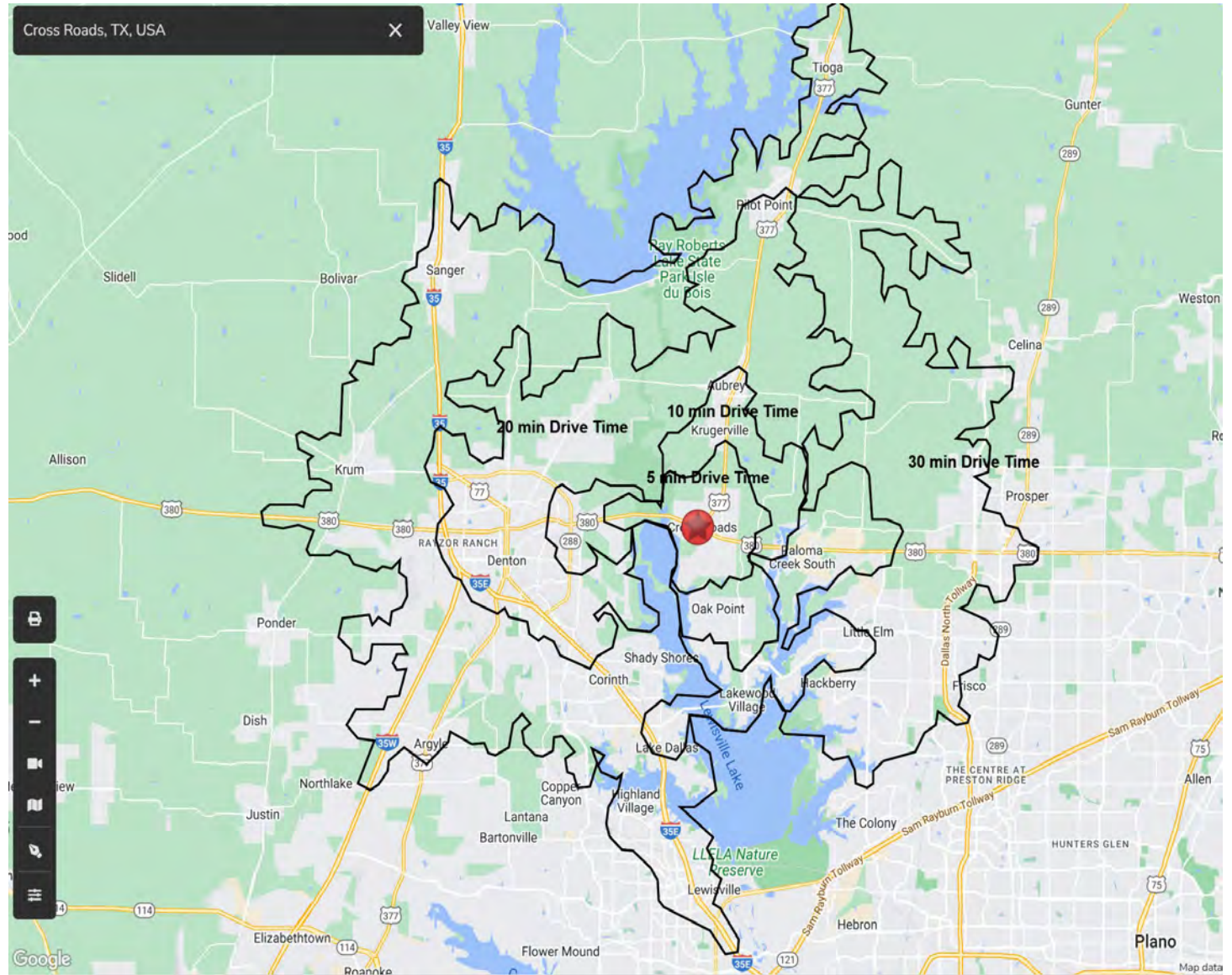
9/19/2022

Town Council Meeting

Cross Roads General Base Map by Mundo and Associates, Inc.



Drive Time to Cross Roads



	Median Age-2022	Average Household Income-2022	Owner-occupied Hm Value-2022	Daytime Population + 16 yrs-2022	Monthly Retail Expenditure-2022
Cross Roads	33	\$ 93,332	\$ 394,927	1,554	\$ 2,516
3 min Drive of Cross Roads	30	\$ 89,118	\$ 350,670	7,069	\$ 2,541
5 min Drive of Cross Roads	31.5	\$ 90,454	\$ 274,912	21,402	\$ 2,583
10 min Drive of Cross Roads	32.8	\$ 97,212	\$ 278,907	185,920	\$ 2,676
20 min Drive of Cross Roads	31.9	\$ 77,385	\$ 264,845	122,359	\$ 2,285
30 min Drive of Cross Roads	33.2	\$ 97,244	\$ 315,508	257,096	\$ 2,680
Denton County	33.9	\$ 105,325	\$ 314,858	598,468	\$ 2,841
DFW	34.3	\$ 97,584	\$ 255,094	5.65m	\$ 2,693

Economic Demographics

Population and Future Population

	2010	2020	2022	Annual % change 2010-2020	Annual % change 2020-2022	Annual % change 2022-2027	Population - 2027	Annual % change 2027-2032	Population 2032
Cross Roads	663	1,744	1,830	16.30%	4.90%	5.9%	2,425	5.90%	2,568
3 min drive of Cross Roads	399	1,771	1,525	34.40%	decrease	6.60%	2,029	6.60%	2,162
5 min drive of Cross Roads	7,051	15,323	16,779	11.70%	4.80%	5.1%	21,036	5.10%	22,109
10 min drive of Cross Roads	24,110	40,076	43,161	6.60%	3.80%	4.10%	52,070	4.10%	54,205
20 min drive of Cross Roads	150,840	215,515	227,961	4.30%	2.90%	3.20%	264,807	3.20%	309,977
30min drive of Cross Roads	326,617	480,235	508,509	4.60%	2.90%	3.40%	595,418	3.40%	680,619
Denton County	661,868	906,422	959,896	3.70%	2.90%	3.00%	1.1m	3.00%	1,133,000
DFW	6.37m	7.64m	7.85m	2.00%	1.40%	1.70%	8.51m	1.70%	8,510,000

Source: Sites USA, Mundo and Associates, Inc.

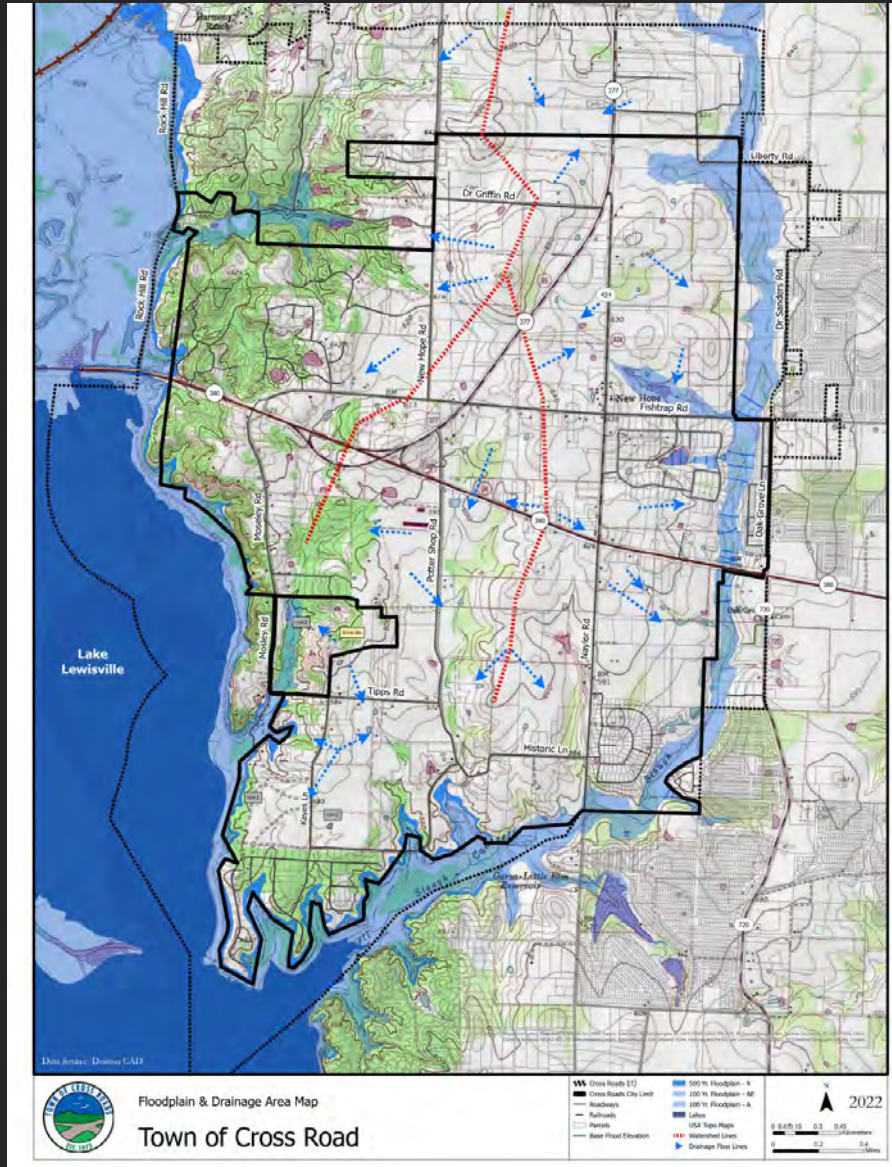
Population and Future Population

Density Comparison

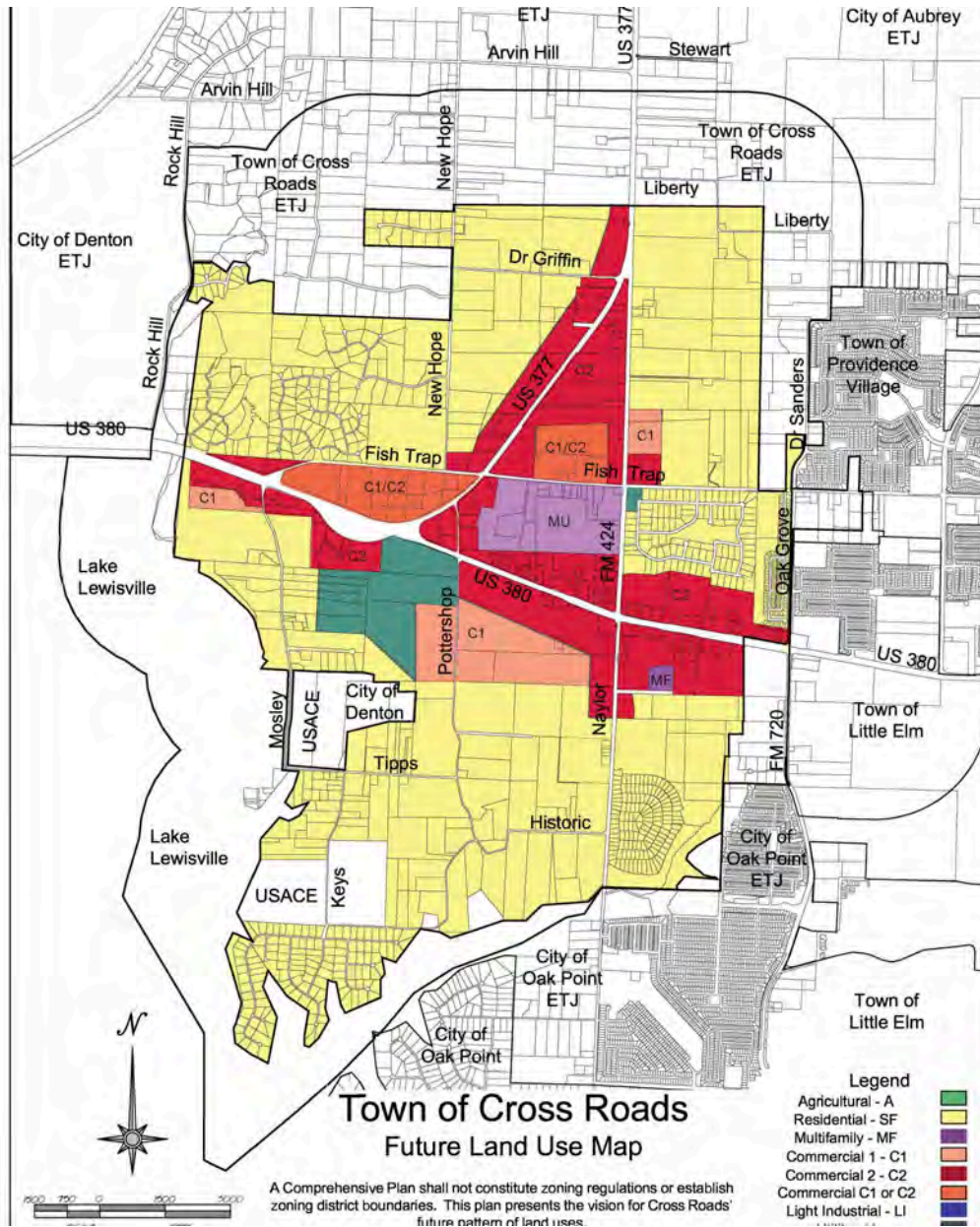
City	Population	Acres	Sq. Miles	Person /sq mile	Person/ acre
Cross Roads	1,830	3,675	5.7	318	0.5
Denton Co.	145,750	56,214	87.8	1,671	2.6
Oak Point	5,000	2,763	4.3	1,163	1.8
Little Elm	51,640	6,864	10.7	4,826	7.5
Source: NCTCOG, Denton CAD & Mundo and Associates, Inc.					

Future Density of Cross Roads

Cross Roads Floodplain and Drainage Area Map by Mundo and Associates, Inc



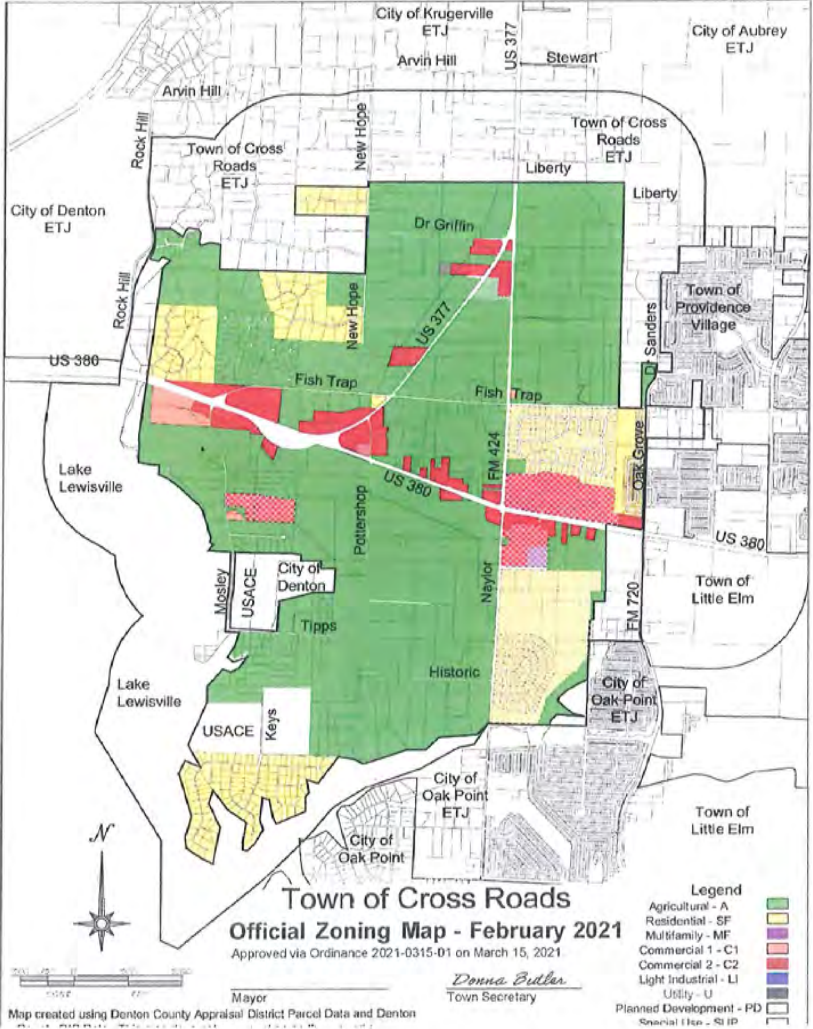
Town of Cross Roads Existing Future Land Use Map



Town of Cross Roads Official Zoning Map

Existing Zoning Map

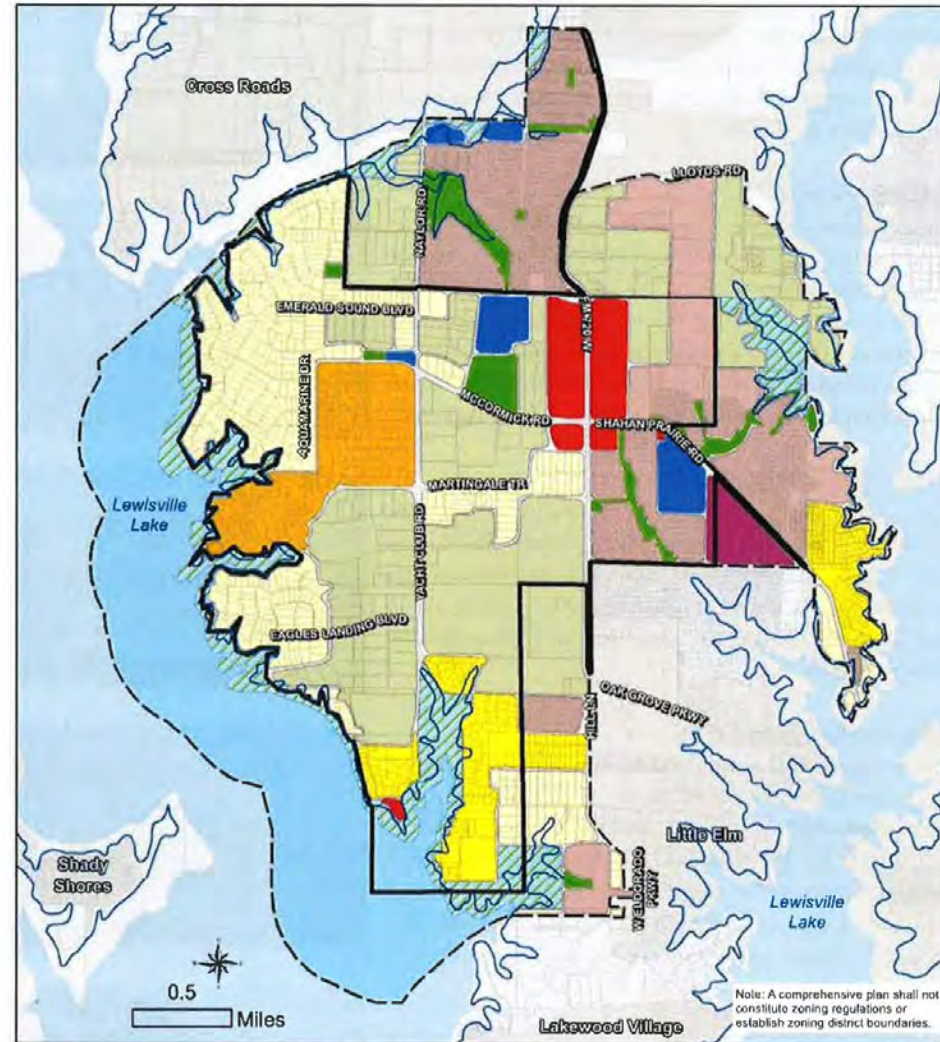
Please confirm the zoning with the contact on the cover page.



Future Land Use Map

4

Figure 12: Future Land Use Map



Note: A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

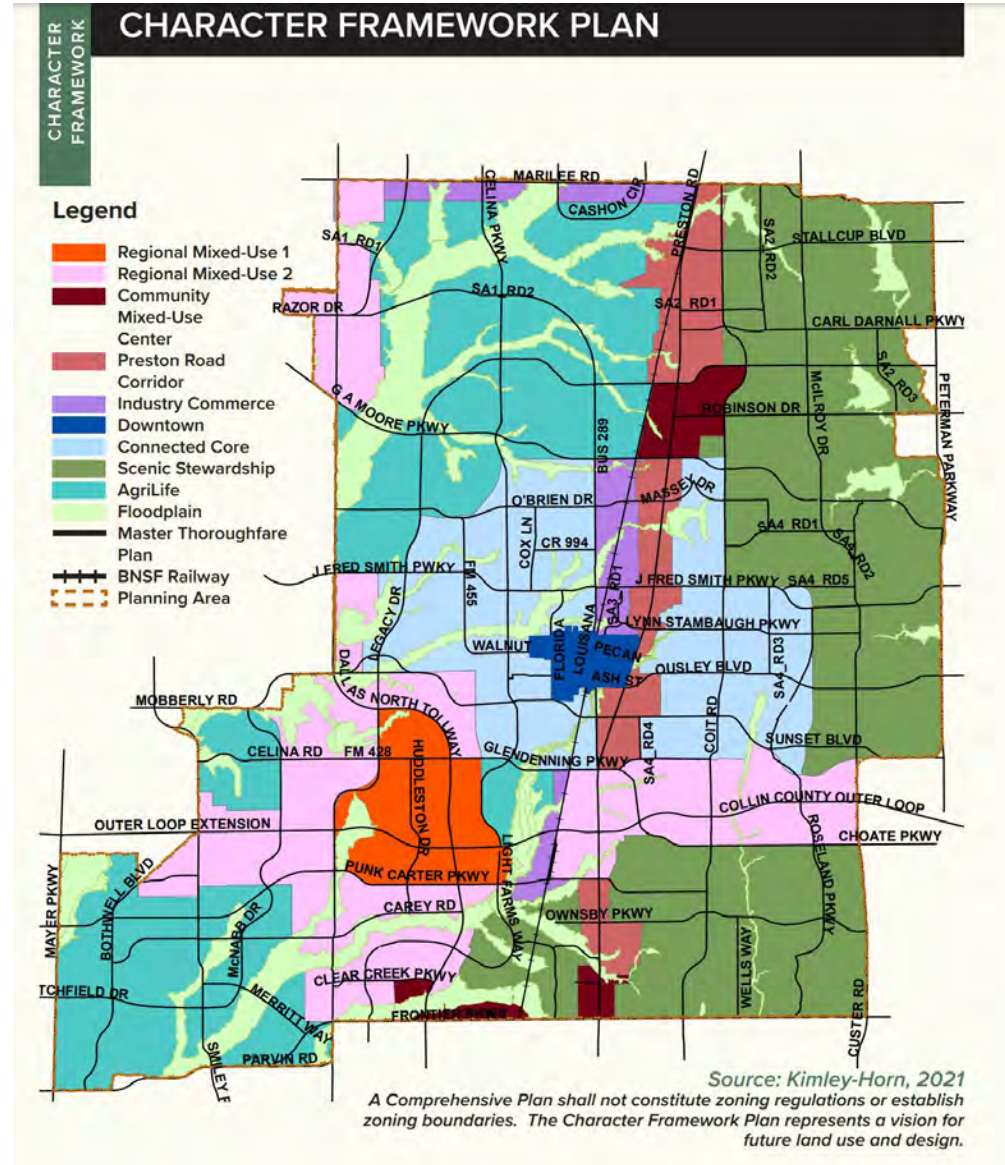


FUTURE LAND USE

- | | | |
|--|----------------------|-----------------------|
| Ranch Residential (greater than 3 acre lots) | Urban Residential | Lewisville Lake |
| Estate Residential (between 1 to 3 acre lots) | Retail/Commercial | Wetlands/Floodplain |
| Country Residential (between 20,000 sq. ft. to 1 acre lots) | Light Industrial | Oak Point City Limits |
| Suburban Residential (between 10,000 to 20,000 sq. ft. lots) | Parks and Open Space | Oak Point ETJ |
| | Public | |

Oak Point Future Land Use Plan

Celina Future Land Use Plan



Aubrey Future Land Use Plan

4. Future Land Use Plan Map

