



**NOTICE OF WORKSHOP AND REGULAR TOWN COUNCIL MEETING
FOR THE TOWN OF CROSS ROADS
LOCATION: 1401 FM 424, CROSS ROADS, TEXAS
Monday, October 17, 2016.
REGULAR SESSION – 7:00 P.M.**

CONVENE INTO REGULAR SESSION – ESTIMATED START TIME 7:00 P.M.

Call to Order

1. Roll Call
2. Mayor's Announcements and Updates
3. Council members' Announcements and Updates
4. Citizens Input for Items **ON** the Agenda

Complete a Citizens Input form, and hand it to the Town Secretary. Please limit your comments to three minutes in duration and you are restricted from passing your time or any portion of unused minutes on to another citizen for comment.

5. Citizen Input for items **NOT** on the Agenda

Complete a Citizens Input form, and hand it to the Town Secretary. Please limit your comments to three minutes in duration and you are restricted from passing your time or any portion of unused minutes on to another citizen for comment. Action on your statement may only be taken at a future meeting.

No Town Council deliberation or discussion may take place during this agenda item.

CONVENE INTO PUBLIC HEARING

Conduct a Public Hearing to hear input regarding the Zone Change Application for the purpose to consider a zoning change from AG to C-2 on the Henry White survey, abstract number 1332, Denton County, Texas

Conduct a Public Hearing to hear input regarding a proposed Animal Control Ordinance

RECONVENE INTO REGULAR SESSION

6. Consider and take action regarding the Zone Change Application for the purpose to consider a zoning change from AG to C-2 on the Henry White survey, abstract number 1332, Denton County, Texas
7. Consider and take action regarding the Tractor Supply Final Plat 2016-0906-01FP
8. Consider and take action regarding the Tractor Supply Site Plan 2016-0901-01Site
9. Future Land Use Map discussion
10. Consider and take action regarding a proposed Animal Control Ordinance
11. Consider and take action to approve the amended FY16 Budget
12. Consider and take action to approve interlocal agreement to release ETJ north of Fish Trap and east of Dr Sanders
13. Consider and take action regarding the Property Enhancement Incentive Policy

CONSENT AGENDA

The following may be acted upon in one motion. A Town Council Member or a citizen may request items be removed from the Consent Agenda for individual consideration.

14. Consider and take action regarding the September 19, 2016 Regular Session Town Council Meeting Minutes.
15. Consider and take action regarding the September 2016 Financial Report

RECONVENE INTO REGULAR SESSION

16. Town Council requests for future agenda items

Adjourn

Future meetings and events:

All scheduled meetings are held in the Council Chambers. All citizens are invited to participate; schedule may change.

- *Northeast Police Department Commission Meeting – Thursday, October 20, 2016 at 7:00 p.m.*
- *Planning & Zoning Commission – Tuesday, November 1, 2016 at 7:00 p.m.*
- *Administrative Staff Meeting – Monday, November 7, 2016 at 3:00 p.m.*
- *Park Board Committee Meeting – Tuesday, November 8, 2016 at 7:00 p.m.*
- *Architectural Review Commission – Thursday, November 10, 2016 at 7:00 p.m.*

- *Municipal Development Meeting --Thursday, November 10, 2016 at 7:00 p.m.*
- *Town Council Meeting – Monday, November 21, 2016 at 7:00 p.m.*

CERTIFICATION

I, the undersigned authority, do hereby certify that this Public Meeting Notice was posted on the official bulletin board at the Town Hall of the Town of Cross Roads, Texas on Friday, October 14, 2016 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.

Teddi Lee
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 _____, 2016.

_____, Title: _____

TOWN OF CROSS ROADS
DEVELOPMENT APPLICATION



DATE: 9/2/16 **RECEIVED** SEP 06 2016

APPLICATION # Town of Cross Roads

PROJECT: Tractor Supply

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

DEVELOPMENT APPLICATION

ZONE CHANGE From AG to C-2 TECHNICAL SITE PLAN _____
GRADING _____ MISCELLANEOUS _____

PLEASE SPECIFY THE PRIMARY CONTACT

Land Owner Name Tony & David M. Riley Signature _____

Applicant Name Cross Roads WF, LLC Signature Bo An

Project Contact Mailing Address (Vasquez Engineering, LLC) 1919 S. Shiloh Rd, #440, Garland, TX 75042

Project Contact Phone 972-278-2948 Email jvasquez@vasquezengineering.com

Proposed Project Name Tractor Supply Location W side of US 377 +/-4190' from Fishtrap Rd

Lot/Block 1/1 Abstract Henry White Survey Abstract 1332

DCAD ID 52591

Current Zoning AG Requested Zoning C-2

SUBMISSION DOCUMENTS

Fee \$ 500.00 (at ~~the time of filing~~) Legal Description

Map Vicinity List of Neighbors

Site Plan (Commercial) N/A Stamped/Addressed Envelopes

Drawings (4 full, 6 half, CD)

OTHER (Specify) Zoning Exhibit

1) Legal Description and plat of the subject site. Two (2) copies of field note description typed and attached on a separate sheet (plain bond paper) or the subdivision name with lot and block number.

2) Map A location map clearly showing the site in relation to adjacent streets and distance to nearest thoroughfare.

3) Filing Fee – Application Fee – Review Fee

4) Names and Addresses of legal property owners within 200 feet of property and the property ID number.

5) Stamped addressed envelopes of the property owners within 200 feet.

ADDITIONAL INFORMATION

Rezzone a 3.944 acre tract from AG to C-2 for new Tractor Supply Retail store

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

**TOWN OF CROSS ROADS
DEVELOPMENT APPLICATION**



DATE: _____ **RECEIVED**
 APPLICATION # _____ **SEP 06 2016**
 PROJECT: Tractor Supply **Town of Cross Roads**

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

DEVELOPMENT APPLICATION

ZONE CHANGE From AG to C-2 TECHNICAL SITE PLAN _____
 GRADING _____ MISCELLANEOUS _____

PLEASE SPECIFY THE PRIMARY CONTACT

Land Owner Name Tony & David M. Riley Signature Tony A. Riley
 Applicant Name Cross Roads WF, LLC Signature _____

Project Contact Mailing Address (Vasquez Engineering, LLC) 1919 S. Shiloh Rd, #440, Garland, TX 75042

Project Contact Phone 972-278-2948 Email jvasquez@vasquezengineering.com

Proposed Project Name Tractor Supply Location W. side of US 377 +/-4190' from Fishtrap Rd
 Lot/Block 1/1 Abstract Henry White Survey Abstract 1332
 DCAD ID 52591
 Current Zoning AG Requested Zoning C-2

SUBMISSION DOCUMENTS

Fee \$ 500.00 (already paid) Legal Description
 Map Vicinity List of Neighbors
 Site Plan (Commercial) N/A Stamped/Addressed Envelopes
 Drawings (4 full, 6 half, CD)
 OTHER (Specify) Zoning Exhibit

- 1) Legal Description and plat of the subject site. Two (2) copies of field note description typed and attached on a separate sheet (plain bond paper) or the subdivision name with lot and block number.
- 2) Map A location map clearly showing the site in relation to adjacent streets and distance to nearest thoroughfare.
- 3) Filing Fee – Application Fee – Review Fee
- 4) Names and Addresses of legal property owners within 200 feet of property and the property ID number.
- 5) Stamped addressed envelopes of the property owners within 200 feet.

ADDITIONAL INFORMATION

Rezone a 3.944 acre tract from AG to C-2 for new Tractor Supply Retail store

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

FRANK AND DOROTHY BARTEL
VOL. 2729, PG. 907
ZONED: AG

JEFFREY P. & MARY A. LOW
VOL. 97, PG. 7651
ZONED: AG

N86°34'48"W
890.92'

N58°25'12"E
41.79'

1/2" IRON ROD
68.00'

D=55'
R=65.00'
L=62.40'
CB=N30°55'12"E
CD=60.03'

REMAINDER OF
TONY RILEY &
DAVID MELTON RILEY
DOC. NO. 2012-125185
ZONED: AG

N88°34'48"W
45.00'

N03°25'12"E 170.00'

TRACTOR SUPPLY
LOT 1, BLK 1
TRACTOR SUPPLY ADDITION
PROPOSED C-2 ZONING

N88°34'48"W 456.13'

PROPOSED CITY STREET
(NOT PART OF REZONING)

REMAINDER OF
TONY RILEY & DAVID MELTON RILEY
DOC. NO. 2012-125185
ZONED: AG

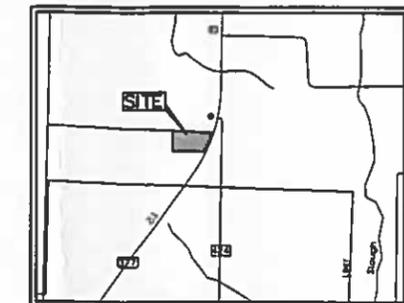
(BASE OF BEARING)
S86°34'48"E 550.00'

TACK IN WOOD POLE
1/2" (LEASING) BEARS
N27°44'58"E 0.58'

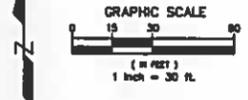
D=04°01'59"
R=3759.83'
L=264.65'
CB=S34°45'11"W
CD=264.60'

S36°47'27"W
114.94'

U.S. HIGHWAY 377
(VARIABLE WIDTH RIGHT OF WAY)



LOCATION MAP
NOT TO SCALE



EXISTING	LEGEND	PROPOSED
---	PROPERTY LINE	---
---	CENTERLINE	---

NOTES:
1. BOUNDARY AND TOPOGRAPHIC BASED ON SURVEY PREPARED BY
PEIBER MANKIN SURVEYING, LLC, DATED 04/19/2016.

LEGAL DESCRIPTION
LOT 1, BLOCK 1

BEING A 3.944 acre tract of land out of a called 115.115 acre parcel located in the Henry White Survey, Abstract Number 1332, Denton County, Texas, to Tony Riley & David Melton Riley, as described in the General Warranty Deed, filed 11/02/2012, as Document Number 2012-125185, Real Property Records, Denton County, Texas, and being more particularly described as follows: COMMENCING at southeast corner of said Riley tract same being the northeast corner of that certain tract of land conveyed to Bruce and Sherrice Birdsong by deed recorded under Volume 4793, Page 380, said Deed Records, same being in the west line of U.S. Highway 377 (a variable width right of way); THENCE North 36 deg. 47 min. 21 sec. East, along the common line of said Riley tract and said Highway 377, a distance of 859.82 feet to a 1/2 inch iron rod set with "Peiser & Mankin SURV" red plastic cap (hereinafter referred to as 1/2 inch iron rod set) for the southeast corner of the herein described tract, same being the POINT OF BEGINNING; THENCE through the interior of said Riley tract, as follows: North 66 deg. 34 min. 48 sec. West, a distance of 456.13 feet to a 1/2 inch iron rod set for the southwest corner of the herein described tract; North 03 deg. 25 min. 12 sec. East, a distance of 170.00 feet to a 1/2 inch iron rod set for angle point; South 84 deg. 34 min. 48 sec. East, a distance of 45.00 feet to a 1/2 inch iron rod set for internal corner; North 03 deg. 25 min. 12 sec. East, a distance of 74.79 feet to a 1/2 inch iron rod set for the beginning of a curve to the right, having a radius of 65.00 feet and a central angle of 55 deg. 00 min. 00 sec.; Along said curve to the right, an arc distance of 62.40 feet and a chord bearing and distance of North 30 deg. 55 min. 12 sec. East, 60.03 feet to a 1/2 inch iron rod set for angle point; North 58 deg. 25 min. 12 sec. East, a distance of 41.79 feet to a 1/2 inch iron rod set for the northwest corner of the herein described tract, same being in the north line of said Riley tract, same being in the south line of that certain tract of land conveyed to Jeffrey P. & Mary A. Low, by deed recorded in Volume 97, Page 7651, aforesaid Deed Record; THENCE South 86 deg. 34 min. 48 sec. East, along the common line of said Riley tract and said Low tract, a total distance of 550.00 feet to a tack in leasing wood right of way monument found that bears North 27 deg. 44 min. 58 sec. East, 0.58 feet, for the northeast corner of the herein described tract, same being the northeast corner of said Riley tract, same being the southeast corner of said Low tract, same being in the west right of way of aforesaid U.S. Highway 377, same being the beginning of a non-tangent curve to the right, with a radius of 3759.83 feet, a delta angle of 04 deg. 01 min. 59 sec.; THENCE along the common line of said Riley tract and said U.S. Highway 377, and along the said non-tangent curve to the right, having a chord bearing and distance of South 34 deg. 45 min. 11 sec. West, 264.60 feet, an arc length of 264.65 feet to a wood right-of-way monument found for an angle point; THENCE South 36 deg. 47 min. 21 sec. West, continuing along the common line of said Riley tract and said U.S. Highway 377, a distance of 114.94 feet to the POINT OF BEGINNING, and containing 171,802 square feet, or 3.944 acres of computed land, more or less.

RECEIVED
SEP 06 2016
Town of Cross Roads

DEVELOPER
CROSS ROADS WF, LLC
HOUSTON CLARK
2601 HARRISON,
SUITE 300
WICHITA FALLS, TEXAS 76308
940-767-0050 TELE

ARCHITECT
GENESIS DESIGN GROUP, INC.
BLAKE A. KITCH
421 W. HARWOOD ROAD
HURST, TEXAS 76054
817-285-7444 TELE

ENGINEER
VASQUEZ ENGINEERING, LLC
JUAN J. VASQUEZ, P.E.
1919 S. SHILOH ROAD
SUITE 440, LB 44
GARLAND, TEXAS 75042
972-278-2948 TELE
972-271-1383 FAX

ZONING EXHIBIT
TRACTOR SUPPLY
LOT 1, BLOCK 1
TRACTOR SUPPLY ADDITION
3.944 ACRES
TOWN OF CROSS ROADS
DENTON COUNTY
SEPTEMBER 01, 2016

APP					
NO.	DATE				
<p>VASQUEZ ENGINEERING L.L.C. 1919 S. Shiloh Road Suite 440, LB 44 Garland, Texas 75042 Ph: 972-278-2948 TX Registration # F-12266</p>					
<p>THIS DOCUMENT IS FOR INTERNAL REVIEW AND IS NOT TO BE USED FOR CONSTRUCTION PERMITTING OR ANY OTHER PURPOSE UNLESS SO INDICATED BY THE ENGINEER. VASQUEZ ENGINEERING, L.L.C. TX REG. F-12266</p>					
<p>TSC TRACTOR SUPPLY CO. CROSS ROADS, TEXAS</p>					
<p>ZONING EXHIBIT CROSS ROADS, TEXAS</p>					
<p>Scale: 1" = 30' Designed by: J.J.V. Drawn by: J.J.V. Checked by: J.J.V. 548-1010/0011 ZONING EXHIBIT.dwg 09/01/2016</p>					
<p>SHEET EX1</p>					

TOWN OF CROSS ROADS
PLATTING APPLICATION



DATE: 9/2/16

APPLICATION # 2016-0906-01FP

PROJECT: Tractor Supply

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

TYPE OF PLAT

Preliminary Replat
Final Tractor Supply Addition Administrative/Amending

PLEASE SPECIFY THE PRIMARY CONTACT

Land Owner Name Tony and David Melton Riley Signature Tony A. Riley
Applicant Name Cross Roads WF, LLC Signature _____

Project Contact Mailing Address (Vasquez Engineering, LLC) 1919 S. Shiloh RD, #440, Garland, TX 75042

Project Contact Phone 972-278-2948 Email jvasquez@vasquezengineering.com

Proposed Project Name Tractor Supply Addition Location W. side of U.S. 377 +/- 4190' from Fishtrap Rd
Lot/Block 1/1 Abstract Henry White Survey Abstract 1332
DCAD ID 52591
Number of Lots Created 1

SUBMISSION DOCUMENTS

Fee 1,130.00 Legal Description Yes
Map Vicinity List of Neighbors N/A
Site Plan (Commercial) N/A Stamped/Addressed _____
Envelopes N/A
Drawings (4 full, 2 half) Civil Engineering Plans
OTHER (Specify) N/A

APPLICATION EXPLANATION

Explanation and Description of Request or Project

Final
Preliminary Plat for a new 3.944 acre commercial lot and dedication for a new 90' ROW for a public roadway

RECEIVED
SEP 06 2016
Town of Cross Roads

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

**TOWN OF CROSS ROADS
PLATTING APPLICATION**



DATE: _____

APPLICATION # _____

PROJECT: Tractor Supply

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

TYPE OF PLAT

Preliminary _____ Replat _____
Final Tractor Supply Addition Administrative/Amending _____

PLEASE SPECIFY THE PRIMARY CONTACT

Land Owner Name Tony and David Melton Riley Signature _____

Applicant Name Cross Roads WF, LLC Signature Bo Clark

Project Contact Mailing Address (Vasquez Engineering, LLC) 1919 S. Shiloh RD, #440, Garland, TX 75042

Project Contact Phone 972-278-2948 Email jvasquez@vasquezengineering.com

Proposed Project Name Tractor Supply Addition Location W. side of U S 377 +/- 4190' from Fishtrap Rd

Lot/Block 1/1 Abstract Henry White Survey Abstract 1332

DCAD ID 52591

Number of Lots Created 1

SUBMISSION DOCUMENTS

Fee _____ Legal Description Yes

Map Vicinity List of Neighbors N/A

Site Plan (Commercial) N/A Stamped/Addressed _____

Envelopes N/A

Drawings (4 full, 2 half) Civil Engineering Plans

OTHER (Specify) N/A

APPLICATION EXPLANATION

Explanation and Description of Request or Project

FINAL

Preliminary Plat for a new 3.944 acre commercial lot and dedication for a new 90' ROW for a public roadway

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

Notes:

1. IRF - Iron Rod Found
2. IRS - Iron Rod Set w/ "FEISER & MANKIN SURV" red plastic cap
3. O.P.R.D.C.T. - Official Public Records, Denton County, Texas
4. D.R.D.C.T. - Deed Records, Denton County, Texas
5. P.O.C. - Point of Commencing
6. P.O.B. - Point of Beginning
7. Basis of Bearing - Based on the North line (South 86 deg. 34 min. 48 sec. East) of that certain tract of land conveyed to Tony Riley & David Melton Riley, as more particularly described in the General Warranty Deed, filed 11/02/2012, as Document Number 2012-125185, Real Property Records, Denton County, Texas.

FLOOD CERTIFICATE

As determined by the FLOOD INSURANCE RATE MAPS for Denton County, the subject property Does Not appear to lie within a Special Flood Hazard Area (100 Year Flood), Map date 04/18/2011 Community Panel No. 48121C0405G subject lot is located in Zone 'X'.
If this site is not within an identified flood hazard area, this Flood Statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Flood Statement shall not create liability on the part of the Surveyor.

SURVEYOR'S CERTIFICATE

I, Timothy R. Mankin, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual on the ground survey of the land and that the monuments shown thereon were found and/or placed under my personal supervision in accordance with Platting Rules and regulations of the City Planning Commission of the Town of Cross Roads, Texas.

**PRELIMINARY-FOR REVIEW PURPOSES ONLY
MAY NOT BE RECORDED FOR ANY REASON**

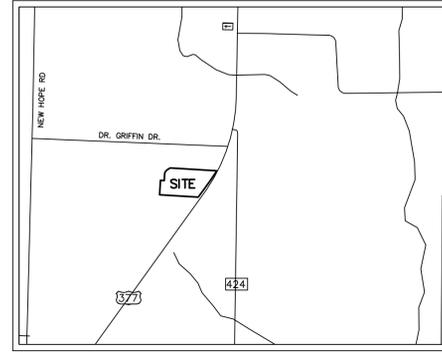
Timothy R. Mankin _____ Date
Registered Professional Land Surveyor, No. 6122

STATE OF TEXAS:
COUNTY OF TARRANT:

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared TIMOTHY R. MANKIN, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated and the act and deed of said company.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this --- day of ----- 2016.

Notary Public in and for Tarrant County, Texas
My Commission Expires: 08/15/2020

VICINITY MAP
N.T.S.



OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS **TONY RILEY AND DAVID MELTON RILEY** are the owners of that certain 4.827 acre tract of land out of a called 115.115 acre parcel located in the Henry White Survey, Abstract Number 1332, Denton County, Texas, to Tony Riley & David Melton Riley, as described in the General Warranty Deed, filed 11/02/2012, as Document Number 2012-125185, Real Property Records, Denton County, Texas, and being more particularly described as follows;

COMMENCING at southeast corner of said Riley tract same being the northeast corner of that certain tract of land conveyed to Bruce and Shoetree Birdsong by deed recorded under Volume 4793, Page 380, said Deed Records, same being in the west line of U.S. Highway 377 (a variable width right of way);

THENCE North 36 deg. 47 min. 21 sec. East, along the common line of said Riley tract and said Highway 377, a distance of 744.71 feet to a 1/2 inch iron rod set with "Feiser & Mankin SURV." red plastic cap (hereinafter referred to as 1/2 inch iron rod set) for the southeast corner of the herein described tract, same being the beginning of a non-tangent curve to the left, having a radius of 205.00 feet and a central angle of 14 deg. 07 min. 47 sec., same being the POINT OF BEGINNING;

THENCE through the interior of said Riley tract, as follows:

Along said non-tangent curve to the left, an arc distance of 50.56 feet and a chord bearing and distance of North 79 deg. 30 min. 54 sec. West, 50.43 feet to a 1/2 inch iron rod set for angle point;

North 86 deg. 34 min. 48 sec. West, a distance of 343.02 feet to a 1/2 inch iron rod set for the southwest corner of the herein described tract;

North 03 deg. 25 min. 12 sec. East, a distance of 260.00 feet to a 1/2 inch iron rod set for angle point;

South 86 deg. 34 min. 48 sec. East, a distance of 45.00 feet to a 1/2 inch iron rod set for internal corner;

North 03 deg. 25 min. 12 sec. East, a distance of 74.79 feet to a 1/2 inch iron rod set for the beginning of a curve to the right, having a radius of 65.00 feet and a central angle of 55 deg. 00 min. 00 sec.;

Along said curve to the right, an arc distance of 62.40 feet and a chord bearing and distance of North 30 deg. 55 min. 12 sec. East, 60.03 feet to a 1/2 inch iron rod set for angle point;

North 58 deg. 25 min. 12 sec. East, a distance of 41.79 feet to a 1/2 inch iron rod set for the northwest corner of the herein described tract, same being in the north line of said Riley tract, same being in the south line of that certain tract of land conveyed to Jeffrey P. & Mary A. Low, by deed recorded in Volume 97, Page 7651, aforesaid Deed Records;

THENCE South 86 deg. 34 min. 48 sec. East, along the common line of said Riley tract and said Low tract, a total distance of 550.00 feet to a tack in leaning wood right of way monument found that bears North 27 deg. 44 min. 58 sec. East, 0.58 feet, for the northeast corner of the herein described tract, same being the northeast corner of said Riley tract, same being the southeast corner of said Low tract, same being in the west right of way of aforesaid U.S. Highway 377, same being the beginning of a non-tangent curve to the right, with a radius of 3759.83 feet, a delta angle of 04 deg. 01 min. 59 sec.;

THENCE along the common line of said Riley tract and said U.S. Highway 377, and along the said non-tangent curve to the right, having a radius of 65.00 feet and a central angle of 55 deg. 00 min. 00 sec. West, 264.60 feet, an arc length of 264.65 feet to a wood right-of-way monument found for an angle point;

THENCE South 36 deg. 47 min. 21 sec. West, continuing along the common line of said Riley tract and said U.S. Highway 377, a distance of 230.06 feet to the POINT OF BEGINNING, and containing 210,300 square feet, or 4.827 acres of computed land, more or less.

NOW THEREFORE KNOW THESE MEN BY THESE PRESENTS:

That, **TONY RILEY AND DAVID MELTON RILEY**, do hereby adopt this plat designating the herein described property as **LOT 1, BLOCK 1, TRACTOR SUPPLY ADDITION**, an addition to the Town of Cross Roads, Denton County, Texas, and do hereby dedicate to the public use forever, the street right-of-ways and easements as shown hereon.

Tony Riley, Owner _____ Date

STATE OF TEXAS:
COUNTY OF DENTON:

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2016.

Notary Public in and for the State of Texas

David Melton Riley, Owner _____ Date

STATE OF TEXAS:
COUNTY OF DENTON:

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared David Melton Riley, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

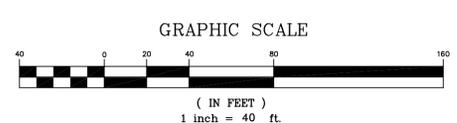
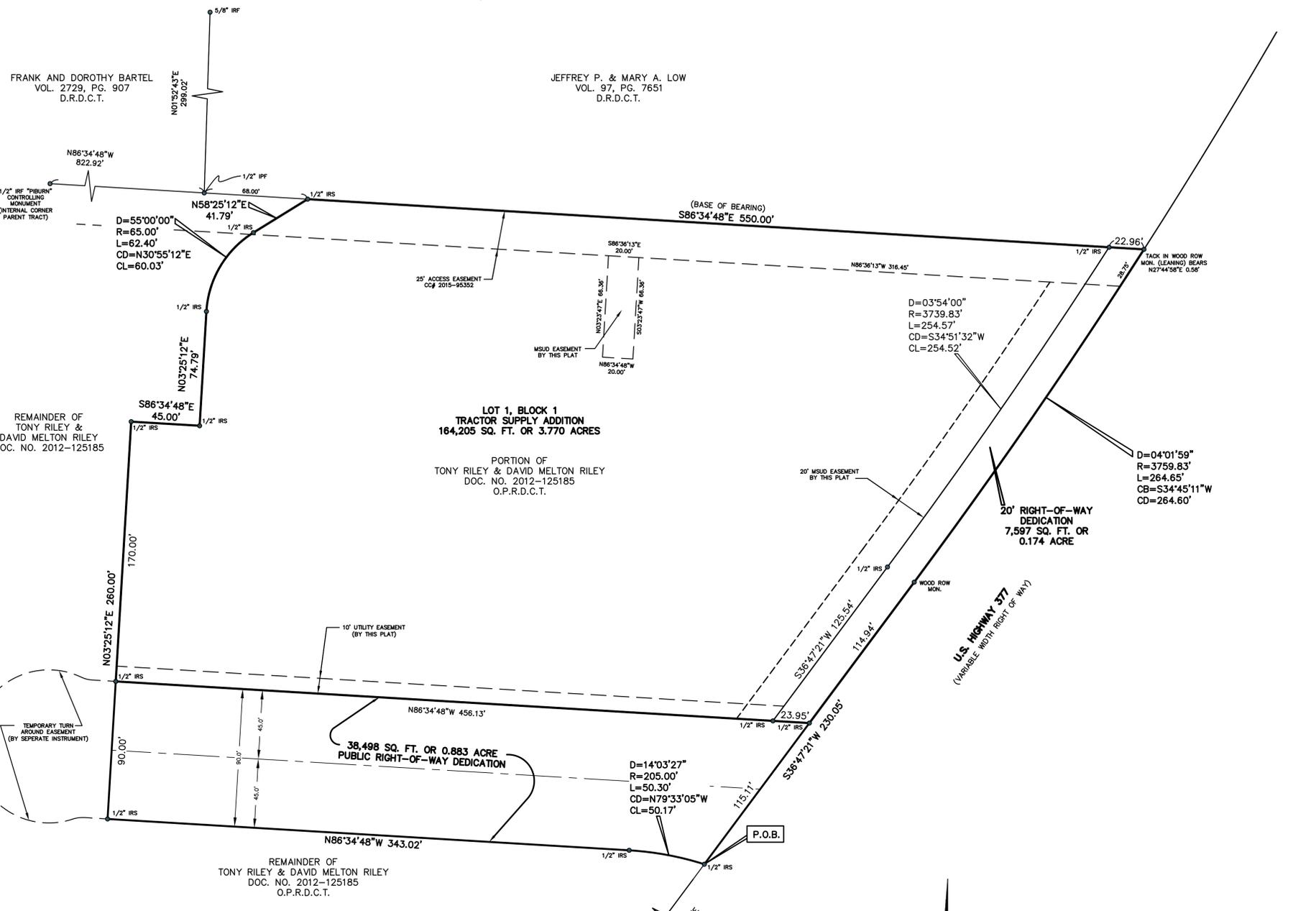
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2016.

Notary Public in and for the State of Texas

**FINAL PLAT
TRACTOR SUPPLY ADDITION
LOT 1, BLOCK 1**

BEING A 4.827 ACRE TRACT OF LAND IN THE
HENRY WHITE SURVEY, ABSTRACT NUMBER 1332
OUT OF THE
TOWN OF CROSS ROADS, DENTON COUNTY, TEXAS

JOB NO.:	15-0903	PEISER & MANKIN SURVEYING, LLC www.peisersurveying.com	SHEET
DATE:	04/19/2016		
REV:	08/31/2016	623 E. DALLAS ROAD GRAPEVINE, TEXAS 76051 817-481-1806 (O) 817-481-1809 (F)	1
FIELD DATE:	04/12/2016		
SCALE:	1" = 40'	COMMERCIAL RESIDENTIAL BOUNDARIES TOPOGRAPHY MORTGAGE	OF
FIELD:	J.D.H.		
DRAWN:	J.B.W.	Texas Society of Professional Surveyors Member Since 1977	1
CHECKED:	T.R.M.		



ENGINEER:
VASQUEZ ENGINEERING, L.L.C.
1919 S. SHILOH ROAD
SUITE 440, LB 44
GARLAND, TEXAS 75042
972-278-2948 TELE
972-271-1383 FAX

OWNER:
TONY AND DAVID MELTON RILEY
3806 W. UNIVERSITY DRIVE
DENTON, TX 76207

TOWN OF CROSS ROADS
DEVELOPMENT APPLICATION



DATE: 9/2/16

APPLICATION # _____

PROJECT: Tractor Supply

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

DEVELOPMENT APPLICATION

ZONE CHANGE _____ TECHNICAL SITE PLAN Site Plan
GRADING _____ MISCELLANEOUS _____

PLEASE SPECIFY THE PRIMARY CONTACT

Land Owner Name Tony & David M. Riley Signature _____

Applicant Name Cross Roads WF, LLC Signature B. CLARK

Project Contact Mailing Address (Vasquez Engineering, LLC) 1919 S. Shiloh Rd, #440, Garland, TX 75042

Project Contact Phone 972-278-2948 Email rvasquez@vasquezengineering.com

Proposed Project Name Tractor Supply Location W side of US 377 +/- 4190' from Fishtrap Rd

Lot/Block 1/1 Abstract Henry White Survey Abstract 1332

DCAD ID 52591

Current Zoning AG Requested Zoning C-2

SUBMISSION DOCUMENTS

Fee 500.00 Legal Description

Map Vicinity List of Neighbors

Site Plan (Commercial) Stamped/Addressed Envelopes

Drawings (4 full, 6 half, CD)

OTHER (Specify) Landscape & Elevations

- 1) Legal Description and plat of the subject site. Two (2) copies of field note description typed and attached on a separate sheet (plain bond paper) or the subdivision name with lot and block number.
- 2) Map A location map clearly showing the site in relation to adjacent streets and distance to nearest thoroughfare.
- 3) Filing Fee – Application Fee – Review Fee
- 4) Names and Addresses of legal property owners within 200 feet of property and the property ID number.
- 5) Stamped addressed envelopes of the property owners within 200 feet.

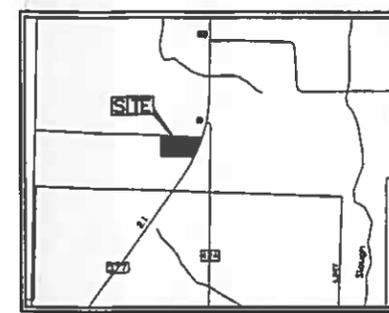
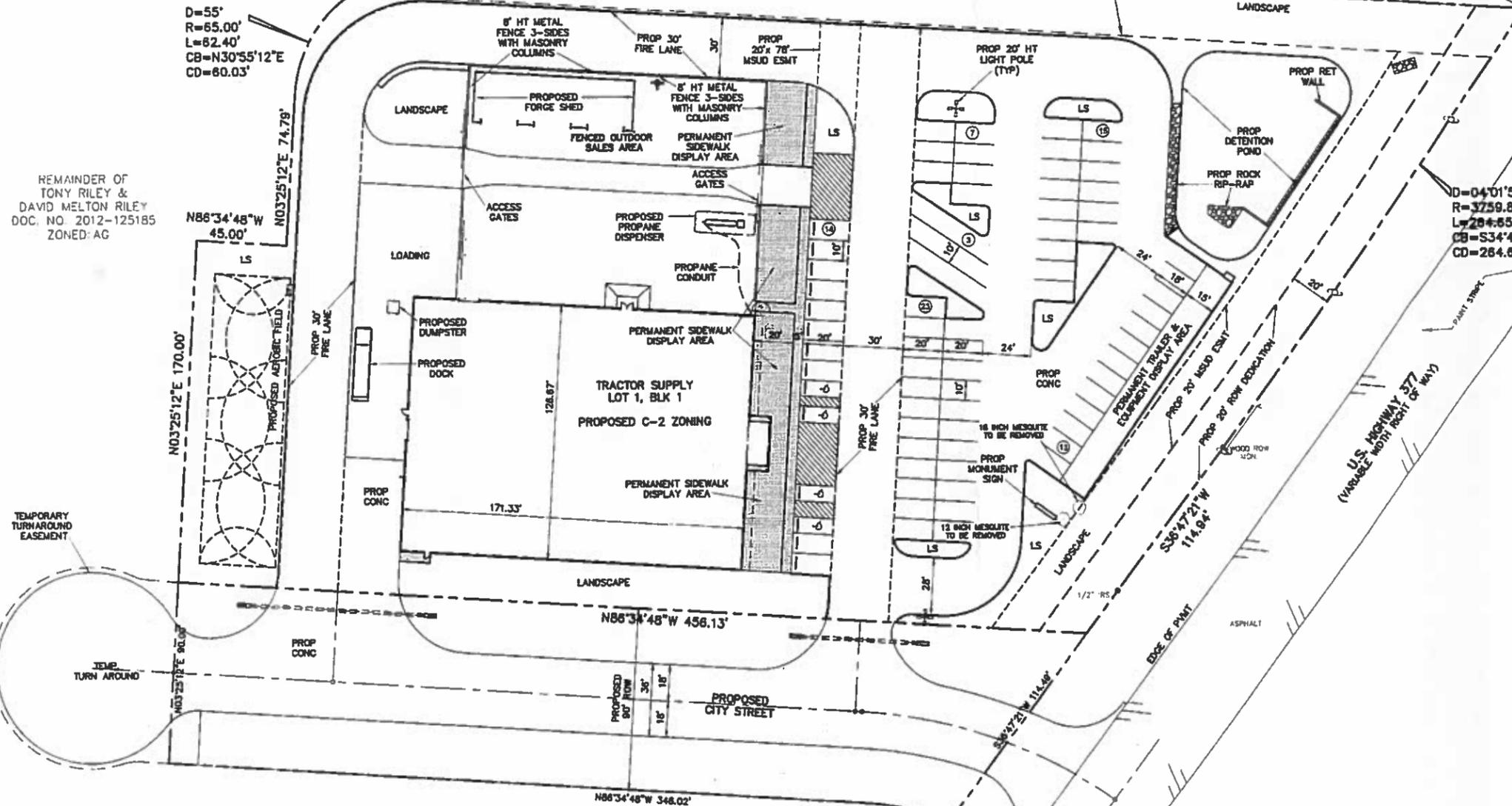
ADDITIONAL INFORMATION

Site Plan for a new Tractor Supply Retail store

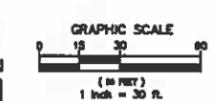
Before submitting an application, the applicant should consult with the Town Administrator to discuss the feasibility of the request and any additional requirements.

FRANK AND DOROTHY BARTEL
VOL. 2729, PG. 907
ZONED: AG

JEFFREY P. & MARY A. LOW
VOL. 97, PG. 7651
ZONED: AG



LOCATION MAP
NOT TO SCALE



LEGEND

EXISTING	PROPOSED
PROPERTY LINE	---
PAVEMENT	▨
LIGHT POLE	+
TREE	○
CULVERT	▬▬▬▬▬▬

- NOTES:
- BOUNDARY AND TOPOGRAPHIC BASED ON SURVEY PREPARED BY PEISER MARVIN SURVEYING, LLC, DATED 04/19/2016.
 - REFERENCE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
 - ALL DIMENSIONS ARE TO FACE OF CURB, FACE OF BUILDING OR AS OTHERWISE NOTED.
 - SEE SHEET L.1.1 FOR LANDSCAPE PLAN.
 - SEE CIVIL PLANS FOR SITE ENGINEERING PLANS.

SITE SUMMARY TABLE

Site Address	U.S. HWY 377
County	DENTON
Project Name	TRACTOR SUPPLY - CROSS ROADS
Zoning District	PROP C2
Proposed use	RETAIL STORE
Site Area:	3.944 Acres 171,802 S.F.
	9,770 Acres 164,205 S.F. (NET ROW DED)
Building Area	21,930 S.F.
Building Height:	1 Story 28'-11"
Lot Coverage:	21,930 / 164,205 = 13.4%
Floor Area Ratio:	21,930 S.F. / 164,205 = 1:13.4
Parking Required:	RETAIL
	1 SPC/300 SF = 73 SPACES
	TOTAL REQUIRED = 73 SPACES
Parking Provided:	REGULAR = 71 SPACES
	HANDICAP = 4 SPACES
	TOTAL = 75 SPACES
Impervious Area:	113,819 S.F.
Impervious Area Ratio:	113,819 S.F. / 164,205 = 69.3%
Pervious Area Ratio:	50,986 S.F. / 164,205 = 30.7%

REMAINDER OF TONY RILEY & DAVID MELTON RILEY
DOC. NO. 2012-125185
ZONED: AG

REMAINDER OF TONY RILEY & DAVID MELTON RILEY
DOC. NO. 2012-125185
ZONED: AG

D=1326.17
R=205.00'
L=48.00'
CB=N79°51'36"W
CD=47.97'

DEVELOPER
CROSS ROADS WF, LLC
HOUSTON CLARK
2601 HARRISON,
SUITE 300
WICHITA FALLS, TEXAS 76308
940-767-0050 TELE

ARCHITECT
GENESIS DESIGN GROUP, INC.
BLAKE A. KITCH
421 W. HARWOOD ROAD
HURST, TEXAS 76054
817-285-7444 TELE

ENGINEER
VASQUEZ ENGINEERING, LLC
JUAN J. VASQUEZ, P.E.
1919 S. SHILOH ROAD
SUITE 440, LB 44
GARLAND, TEXAS 75042
972-278-2948 TELE
972-271-1383 FAX

SITE PLAN
TRACTOR SUPPLY
LOT 1, BLOCK 1
TRACTOR SUPPLY ADDITION
3.944 ACRES
TOWN OF CROSS ROADS
DENTON COUNTY
SEPTEMBER 1, 2016

Scale: 1" = 30'

Designed by: J.J.V.
Drawn by: J.J.V.
Checked by: J.J.V.
544-10/09/2016 SITE PLAN.dwg
09/01/2016

SHEET
SP1

SITE PLAN
CROSS ROADS, TEXAS

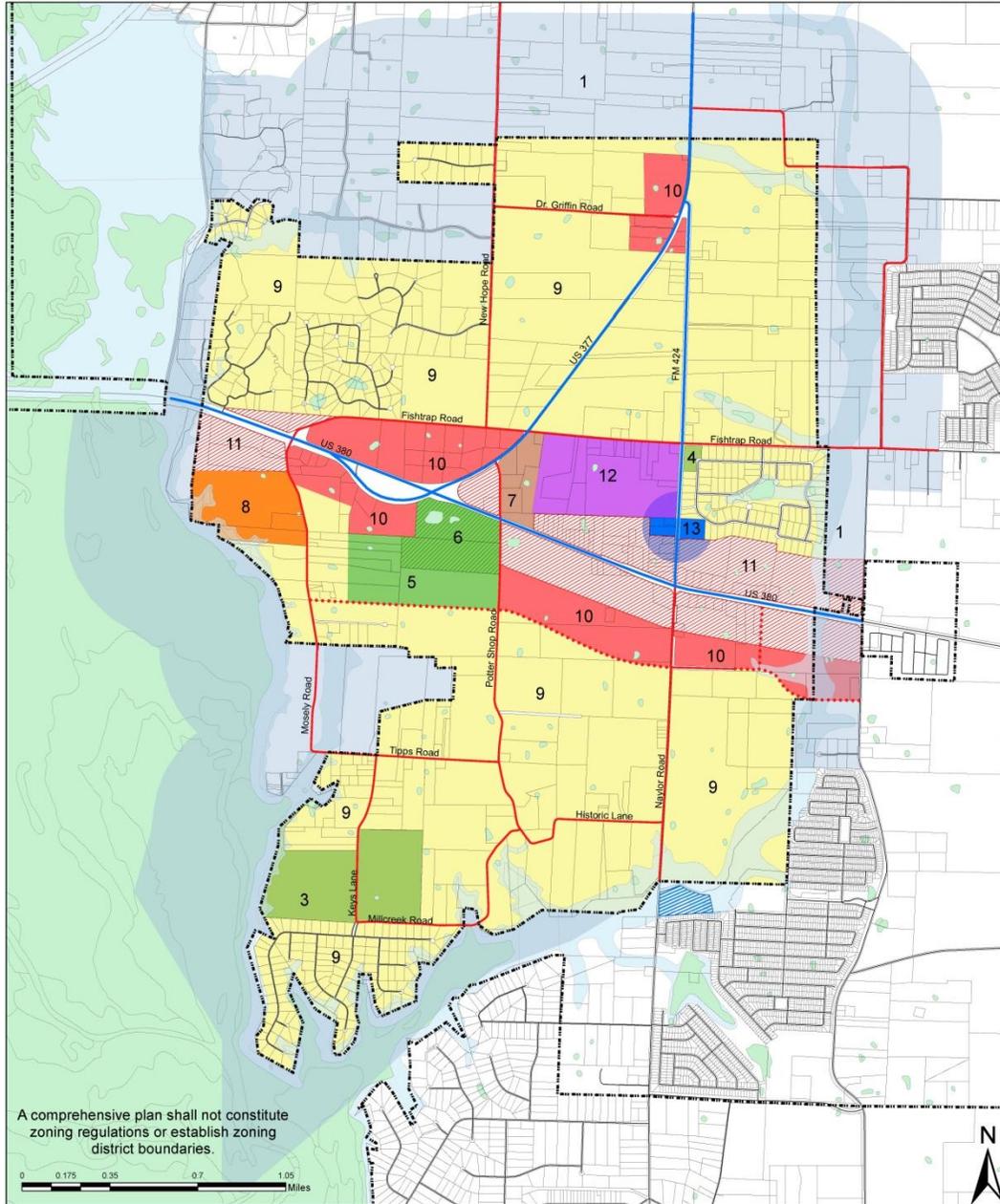
TSC TRACTOR SUPPLY CO. CROSS ROADS, TEXAS

VASQUEZ ENGINEERING L.L.C.
1919 S. Shiloh Road
Suite 440, LB 44
Garland, Texas 75042
Ph: 972-278-2948
TX Registration # F-12288



Town of Cross Roads Future Land Use Plan September 2015

Consultant Recommendation



A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

Legend

- City Limits
- Future Collector
- State Highway
- Major Thoroughfare
- 1 Extraterritorial Jurisdiction
- 2 Wetlands
- 3 USACE Wildlife Management Areas
- 4 Existing City Park
- 5 Proposed City Park
- 6 Proposed City Park - Clay Quarry
- 7 Multifamily
- 8 Retirement Community
- 9 Single Family Residential (one acre or larger)
- 10 Commercial 1
- 11 Commercial 2
- 12 Mixed Use
- 13 Government
- Future Public Safety Facility
- Sewage Plant

Map created using Denton County Appraisal District parcel data, Denton County GIS data, U.S. Fish & Wildlife Service GIS data, USACE data, and FEMA data. This map does not constitute an on the ground survey.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF CROSS ROADS, TEXAS, AMENDING CHAPTER 2 (“ANIMAL CONTROL”) OF THE CODE OF ORDINANCES OF THE TOWN OF CROSS ROADS, TEXAS, ADOPTING COMPREHENSIVE ANIMAL CONTROL REGULATION; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Cross Roads, Texas, finds and determines that public health and safety considerations mandate the adoption of comprehensive animal control regulations for the safety and protection of citizens and the proper care and maintenance of animals. Now, Therefore

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

SECTION 1. That the Code of Ordinances of the Town of Cross Roads, Texas, as heretofore amended, be and is hereby amended by adopting Article 2.01 to Chapter 2 (“Animal Control”), such that Article 2.01 of Chapter 2 of the Code of Ordinances shall read in its entirety as follows:

**“CHAPTER 2
ANIMAL CONTROL**

ARTICLE 2.01. ANIMAL CONTROL REGULATIONS

Sec. 2.01.001. Statement of purpose.

It is the purpose of this article to promote and ensure the protection of public health, safety, and general welfare by controlling animal populations and related diseases through the enforcement of state and local laws. Provisions of this article are designed to:

- (1) Provide for the capture and housing of animals found at large or abandoned.
- (2) Control rabies by requiring vaccinations and investigating bite incidents.
- (3) Minimize public nuisances caused by the animal population found within the town limits.
- (4) Protect the public and emergency service personnel from dangerous or vicious animals.
- (5) Maintain and promote an adoption program.

Sec. 2.01.002 Definitions.

When used in this article, the following words and terms, unless the context indicates a different meaning, shall be interpreted as follows:

Animal: Shall mean a warm-blooded animal, any living creature, including, but not limited to: dogs, cats, cows, horses, birds, fish, mammals, reptiles, insects, fowl and livestock, but specifically excluding human beings.

Cat: Shall mean any live or dead cat (*Felis Catus*), excluding hybrids.

Dangerous dog: A dog that is a vicious animal as defined herein.

Dangerous wild animal: Shall mean any one of the following or a hybrid of any of the following: lion, tiger, ocelot, cougar, leopard, cheetah, jaguar, bobcat, lynx, serval, caracal, hyena, bear, coyote, jackal, baboon, chimpanzee, orangutan, and gorilla.

Dog: Shall mean any domesticated animal that is a member of the canine family.

Humanely euthanized: Shall mean to cause the death of an animal by a method which:

- (1) Rapidly produces unconsciousness and death without visible evidence of pain or distress, or
- (2) Utilizes anesthesia produced by an agent which causes painless loss of consciousness, and death following such loss of consciousness.

Hybrid: Shall mean any offspring of two wild animals of different species or the offspring of wild animals bred with domesticated dogs or cats.

Livestock: Shall mean horses, mules, cows, hogs, pigs, potbellied pigs, goats and sheep of any and all kinds and shall include both the male and female gender of such animals.

Local animal control authority: The mayor, or his designee, is designated as the local animal control authority and has authority to appoint representatives to enforce the provisions of this article, to receive reports of animal bites, investigate animal bites, insure quarantine or possibly rabid animals and otherwise carry out provisions of the Texas law pertaining to control and eradication of rabies.

Owner: Shall mean any person, firm or corporation who owns, harbors or keeps, or causes or permits to be harbored or kept, an animal, or who permits an animal to remain on or about his premises.

Person: Shall mean any individual, firm, association, partnership or corporation.

Representative of local animal control authority: Shall mean and include any peace officer or animal control officer of the town.

Running at large: Shall mean not completely confined by a building, wall or fence of sufficient strength or construction to restrain the animal, except when such animal is either on a leash or held in the hands of the owner or keeper, or under direct supervision

of the owner within the limits of the owner's private property. An animal within an automobile or other vehicle shall not be deemed "running at large."

Secure enclosure: Shall mean a fenced area or structure that is:

- (1) Locked;
- (2) Capable of preventing the entry of the general public, including children;
- (3) Capable of preventing the escape or release of a dog;
- (4) Clearly marked as containing a dangerous dog; and
- (5) In conformance with the requirements for enclosures established by the local animal control authority.

Serious bodily injury: Shall mean an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

Stray animal: Shall mean any animal for which there is no identifiable owner.

Tether: Shall mean to chain, tie, fasten, or otherwise secure an animal to a fixed point so that it can move or range only within certain limits.

Vaccination: Shall mean an injection with United States Department of Agriculture approved rabies vaccine administered every 12 calendar months by a licensed veterinarian.

Veterinarian: Shall mean a veterinarian licensed to practice veterinary medicine.

Vicious animal: Shall mean any individual animal, including a dog, that:

- (1) Makes an unprovoked attack on a person that causes bodily injury in a place other than an enclosure in which such animal was being kept and that was reasonably certain to prevent such animal from leaving the enclosure on its own; or
- (2) Commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own and those acts cause a person to reasonably believe that such animal will attack and cause bodily injury to that person.

Wild animal: Shall include all types of animal which commonly exist in a natural unconfined state and are usually not domesticated. This shall apply regardless of the state or duration of captivity. Such animals shall include, but are not limited to: skunks, raccoons, bats, weasels, squirrels, opossums, lesser pandas, binturongs, wolves, hybrids of wolves and canines, bears, elephants, rhinoceroses, foxes, alligators, crocodiles, monkeys, ostriches, emus, prairie dogs, boas, pythons, anaconda, and all forms of poisonous or constricting reptiles, and other like animals.

Sec. 2.01.003. Running at large.

(a) It shall be unlawful for an owner or person who possesses, keeps or harbors any dog or other animal other than a cat, to fail to keep such dog or animal from running at large, as defined herein, within the limits of the town. Proof of a culpable mental state is not required to plead or allege or for conviction of an offense under this section. It is the intent of the town to dispense with the requirement of any culpable mental state in prosecutions filed hereunder.

(b) The local animal control authority is authorized to impound such animals running at large.

(c) The use of a tether that is attached to a line between two points and is positioned in such a manner as to prevent the animal from becoming entangled with any obstruction, from partially or totally jumping any fence, or leaving any part of its owner's property, and that is secured to the animal using a properly fitted collar or harness shall be the only permissible means to tether the animal if said use does not otherwise violate this section.

(d) It shall be unlawful for any person to tie or tether a dog or other animal to a stationary object for a period of time or in a location so as to create an unhealthy situation for the animal or potentially dangerous situation for a pedestrian as determined by the animal control officer. The term "unhealthy situation" shall include, but not be limited to the following:

- (1) To tether any animal in such a manner as to permit the animal access upon any public right-of-way;
- (2) To tether any animal in such a manner as to cause the animal injury or pain or not to permit the animal to reach shelter, food and/or water;
- (3) To tether any animal in such a manner as to permit the animal to leave the owner's property;
- (4) To use choke-type collars to tether any animal.

(e) It shall be unlawful to tether any animal in the front yard of residential property. On corner lots, both sides shall be considered a front yard.

Sec. 2.01.004. Animal vaccination.

(a) *Required.* Every owner of a dog or cat four months of age or older shall have such animal vaccinated against rabies. All dogs or cats vaccinated at four months of age or older shall be revaccinated at one year of age and every third anniversary date thereafter. Any person moving into the town from a location outside of the town, and who has not had such an animal vaccinated within three years, shall comply with this article within ten days after having moved into the town. If the dog or cat has inflicted a bite on any person, or another animal, within the last ten days, the owner of said dog or cat shall report such fact to a veterinarian and no rabies vaccine shall be administered until after a ten-day observation period.

(b) *Certificate of vaccination.* Upon vaccination, the veterinarian shall execute and furnish to the owner of the dog or cat, as evidence thereof, a certificate upon a form

furnished by the veterinarian. The veterinarian shall retain a duplicate copy. Such certificate shall contain the following information:

- (1) The name, address and telephone number of the owner of the vaccinated dog or cat.
- (2) The date of the vaccination.
- (3) The type of rabies vaccine used.
- (4) The year and number of rabies tags.
- (5) The breed, age, color and sex of the vaccinated dog or cat.

(c) *Proof.* It shall be unlawful for any person who owns or harbors a vaccinated animal to fail or refuse to exhibit his copy of the certificate of vaccination upon demand to any person charged with the enforcement of this article.

(d) *Harboring unvaccinated animals.* It shall be unlawful for any person to harbor any dog, cat or any other animal which has not been vaccinated against rabies, as provided herein, or which cannot be identified as having a current vaccination certificate.

(e) *Animals exposed to rabies.* Any person having knowledge of the existence of any animal known to have been or reasonably believed to have been exposed to rabies must immediately report such knowledge to the local animal control authority or animal control or peace officer, giving any information which may be required. For any animal known to have been or reasonably believed to have been exposed to rabies, the following is required:

- (1) Animals having current vaccination must be revaccinated immediately and confined according to the method prescribed by the local animal control authority for a period of less than 90 days.
- (2) Animals not having a current vaccination should be humanely euthanized. However, if the owner of such animal elects, he may, at his expense and in a manner prescribed by the local animal control authority, confine said animal. Such animal must be vaccinated immediately following exposure and quarantined for not less than six months. A revaccination shall be done one month prior to release from quarantine.
- (3) Animals exposed to rabies may be humanely euthanized.

Sec. 2.01.005. Reporting animal bites.

(a) Any person having knowledge of any animal bite or scratch to a human that the person could reasonable foresee as capable of transmitting rabies or of an animal that the person suspects is rabid shall report the incident or animal to the local animal control authority. The report shall include the name and address of any victim and of the owner of the animal, if known, and any other data which may aid in the locating of the victim or the animal.

(b) The owner of an animal that is reported to be rabid or reported to have been exposed to rabies or that the owner knows or reasonably believes to be rabid or to have been exposed to rabies shall submit the animal for quarantine to the local animal control authority prescribed in section 2,01.006.

(c) The incident and animal shall be reported to the local animal control authority, as soon as possible, but no later than 24 hours from the time of the incident.

(d) The local animal control authority will investigate each bite incident, utilizing standardized reporting forms provided by the Texas Department of Health.

Sec. 2.01.006. Animal quarantine.

(a) When a dog or cat has bitten, or scratched a human, or when the local animal control authority has probable cause to believe an animal is rabid, the owner of such animal shall produce the animal for ten days' confinement at the owner's expense. Refusal to produce said dog, cat or other animal constitutes a separate violation. The ten-day observation period will begin on the day of the bite incident. The animal must be placed in the animal control facilities specified for this purpose, or any other facilities meeting the state requirements or a facility as designated by the town.

(b) The owner of the animal may request permission from the local animal control authority for home quarantine if the following criteria can be met:

(1) Secure facilities must be available at the home of the animal's owner, and must be approved by the local animal control authority.

(2) The animal was currently vaccinated against rabies.

(3) The local animal control authority or a licensed veterinarian must observe the animal at least on the first and last days of the quarantine period. If the animal becomes ill during the observation period, the local animal control authority must be notified by the person having possession of the animal. At the end of the observation period, the release from quarantine must be accomplished in writing.

(4) The animal was not running at large at the time of the bite.

(b) If the animal cannot be maintained in a secured quarantine it shall be humanely destroyed and the brain submitted to a Texas Department of Health certified laboratory for rabies diagnosis.

(c) It shall be unlawful for any person to interrupt the ten-day observation period.

(d) No wild animal will be placed in quarantine. All wild animals involved in biting incidents will be humanely euthanized in such manner that the brain is not mutilated. The brain shall be submitted to a Texas Department of Health certified laboratory for rabies diagnosis.

(e) The owner of an animal that is quarantined under this article shall pay to the local animal control authority the reasonable costs of the quarantine, care, treatment and disposition of the animal, and the local animal control authority may sell and retain proceeds to keep, maintain, or destroy the animal that the owner does not take possession of on or before the third day following the final day of quarantine.

Sec. 2.01.007. Animal nuisance.

(a) The following are deemed public nuisances and are hereby declared to be unlawful:

(1) The keeping of any animal which causes loud and unusual or frequent barking, howling or other noise that disturbs the peace and quiet of any person of ordinary sensibility.

(2) The keeping of any animal in such a manner as to endanger the public health, to annoy neighbors by the accumulation of animal wastes which cause foul and offensive odors, or is considered to be a hazard to any other animal or human being.

(3) The keeping of bees in such a manner as to deny the lawful use of adjacent property or endanger any person's health and welfare or the keeping of any animal in such a manner so as to impair the lawful use of adjacent property, public property, or to endanger a person's health and welfare.

(4) The keeping of any animal pens, stables or enclosures and property not kept free from carrion or any putrescible material.

(5) It shall be unlawful and an offense for any person controlling to permit, either willfully or through failure to exercise due care or control, any dog or animal to defecate upon any private property other than the premises of the owner, handler or controller of such animal. It shall also be unlawful and an offense for any person to fail to promptly remove and dispose of, in a sanitary manner, feces left by a dog or cat or other animal being handled or controlled by that person upon any property other than the premises of the owner of such animal.

(6) The keeping of any house, building, business, lot, yard, pen, enclosure or ground in which an animal is kept that is unsanitary or offensive to a person of ordinary sensibility residing in the vicinity thereof, or to the public at large.

(7) The keeping of livestock within fifty (50) feet of a residential dwelling on adjacent property.

(8) Owning, keeping or harboring more than three (3) dogs or cats, or any combination thereof, on property of less than one (1) acre in size. A person may own, keep or harbor no more than three dogs or cats per acre.

(9) The failure to construct and maintain fencing of sufficient size and strength to securely confine the owner's dog or livestock on the property of the owner.

(b) With the exception of subsections (1) and (5) above, the local animal control authority shall make such determination of public nuisance and shall give notice to the owner to abate such condition. In the event such condition is not abated within ten days of such notice, each day thereafter a nuisance is not abated shall constitute a separate

violation. A certified letter, return receipt requested, to the owner shown on the county town tax rolls at the address of such nuisance, shall constitute proper notice.

Sec. 2.01.008. Seizure of an animal causing death or injury.

(a) A justice court, county court, or municipal court shall order the animal control authority to seize an animal and shall issue a warrant authorizing the seizure:

(1) On the sworn complaint of any person, including the county attorney, the town attorney, or a peace officer, that the animal has caused the death of or serious bodily injury to a person by attacking, biting, or mauling the person; and

(2) On a showing of probable cause to believe that the animal caused the death of or serious bodily injury to the person as stated in the complaint.

(b) The animal control authority shall seize the animal or order its seizure and shall provide for the impoundment of the animal in secure and humane conditions until the court orders the disposition of the animal.

(c) *Hearing.*

(1) The court shall set a time for a hearing to determine whether the animal caused the death of or serious bodily injury to a person by attacking, biting, or mauling the person. The hearing must be held not later than the tenth day after the date on which the warrant is issued.

(2) The court shall give written notice of the time and place of the hearing to:

- a. The owner of the animal or the person from whom the animal was seized; and
- b. The person who made the complaint.

(3) Any interested party, including the town attorney, is entitled to present evidence at the hearing.

(4) The court shall order the animal destroyed if the court finds that the animal caused the death of a person by attacking, biting, or mauling the person. If that finding is not made, the court shall order the animal released to:

- a. Its owner;
- b. The person from whom the animal was seized; or
- c. Any other person authorized to take possession of the animal.

(5) The court may order the animal destroyed if the court finds that the animal caused serious bodily injury to a person by attacking, biting, or mauling the person. If that finding is not made, the court shall order the animal released to:

- a. Its owner;
- b. The person from whom the animal was seized; or
- c. Any other person authorized to take possession of the animal.

(6) The court may not order the animal destroyed if the court finds that the animal caused the serious bodily injury to a person by attacking, biting, or mauling the person and:

- a. The animal was being used for the protection of a person or person's property, the attack, bite, or mauling occurred in an enclosure in which the animal was being kept, and:

1. The enclosure was reasonably certain to prevent the animal from leaving the enclosure on its own and provided notice of the presence of an animal; and

2. The injured person was at least eight years of age, and was trespassing in the enclosure when the attack, bite, or mauling occurred;

b. The animal was not being used for the protection of a person or person's property, the attack, bite, or mauling occurred in an enclosure in which the animal was being kept, and the injured person was at least eight years of age and was trespassing in the enclosure when the attack, bite, or mauling occurred;

c. The attack, bite, or mauling occurred during an arrest or other action of a peace officer while the peace officer was using the animal for law enforcement purposes;

d. The animal was defending a person from an assault or person's property from damage or theft by the injured person; or

e. The injured person was younger than eight years of age, the attack, bite, or mauling occurred in an enclosure in which the animal was being kept, and the enclosure was reasonably certain to keep a person younger than eight years of age from entering.

(d) *Destruction of animal.* The destruction of an animal under this article must be performed by:

(1) A licensed veterinarian;

(2) Personnel of a recognized animal shelter or humane society who are trained in the humane destruction of animals; or

(3) Personnel of a governmental agency responsible for animal control who are trained in the humane destruction of animals.

(e) *Provocation or location of attack irrelevant.* Except as provided by subsection (c)(6), this subsection applies to any animal that causes a person's death or serious bodily injury by attacking, biting, or mauling the person, regardless of whether the animal was provoked and regardless of where the incident resulting in the person's death or serious bodily injury occurred.

Sec. 2.01.009. Vicious animals.

(a) *Requirements for owner of vicious animal.*

(1) Not later than the 30th day after a person learns that the person is the owner of a vicious animal, the person shall:

a. Register the vicious animal with the animal control officer for the town in which the animal is kept;

b. Restrain the vicious animal at all times on a leash in the immediate control of a person or in a secure enclosure;

c. Obtain liability insurance coverage or show financial responsibility in an amount of at least \$100,000.00 to cover damages resulting from an attack by the vicious animal causing bodily injury to a person and provide

proof of the required liability insurance coverage or financial responsibility to the animal control authority for the area in which the dog is kept; and

d. Comply with the following regulations:

1. That the animal shall be kept in a locked and secured enclosure; and

2. That the owner post a conspicuous notice that a vicious animal is located on the premises.

(2) The owner of a vicious animal who does not comply with subsection (a) shall deliver the animal to the animal control authority not later than the 30th day after the owner learns that the animal is vicious.

(3) If, on application of any person, a justice court, county court, or municipal court finds, after notice and hearing as provided by subsection (b) of this section, that the owner of a vicious animal has failed to comply with subsection (1) or (2) above, the court shall order the animal control authority to seize the animal and shall issue a warrant authorizing the seizure. The authority shall seize the animal or order its seizure and shall provide for the impoundment of the animal in secure and humane conditions.

(4) The owner shall pay any cost or fee assessed by the municipality or county related to the seizure, acceptance, impoundment, or destruction of the animal. The governing body of the municipality may prescribe by resolution the amount of the fees.

(5) The court may order the animal control authority to humanely destroy the animal if the owner has not complied with subsection (1) before the 11th day after the date on which the animal is seized or delivered to the authority. The court shall order the authority to return the animal to the owner if the owner complies with subsection (1) before the 11th day after the date on which the animal is seized or delivered to the authority.

(6) The court may order the humane destruction of a dog if the owner of the animal has not been located before the 15th day after the seizure and impoundment of the animal.

(7) For purposes of this section, a person learns that the person is the owner of a vicious animal when:

a. The owner knows of an attack described in this article;

b. The owner receives notice that a justice court, county court, or municipal court has found that the animal is a vicious animal under subpart (b) of this section; or

c. The owner is informed by the animal control authority that the animal is a vicious animal under this article.

(b) *Determination that animal is vicious.*

(1) If a person reports an incident described by this article, the animal control authority may investigate the incident. If, after receiving the sworn statements of any witnesses, the animal control authority determines the animal is a vicious animal, it shall notify the owner of that fact.

(2) An owner, not later than the 15th day after the date the owner is notified that an animal owned by the owner is a vicious animal, may appeal the determination of the animal control authority to the town's municipal court. An

owner may appeal the decision of the municipal court in the same manner as appeal for other cases from the justice, county, or municipal court.

Sec. 2.01.010. - Prohibited animals.

(a) It shall be unlawful for any person to keep or harbor any dangerous wild animal within the town, except as authorized below.

(b) A permit for the keeping or harboring of wild animals may be obtained from the local animal control authority for the following exceptions:

(1) Animals being kept in a public zoo.

(2) Wild animals being kept for the purpose of scientific research or public or private primary or secondary schools.

(3) Wild animals performing in an animal exhibition, rodeo, or circus, of which the animal is an integral part, if the animal is restrained from inflicting injury upon persons, property, or other animals and adequate provisions are made for the care and protection of the animal.

(4) A wild animal being kept as a pet provided the animal is not generally considered by the representative of the local animal control authority to be dangerous or predatory and does not pose a threat to the general public or emergency service personnel.

(c) It shall be unlawful for any person to exhibit, possess or harbor a wild animal within the town in the manner referred to herein without first obtaining a permit.

(d) *Permit.* A permit, as authorized in this section, shall be issued by the town secretary only after the local animal control authority approves such a permit.

(e) *Fee for permit.* The fee for a permit as authorized herein shall be as determined by resolution of the town council, and the permit shall be valid for a designated period of time as established by the local animal control authority. Prior to the renewal of any permit, the local animal control authority shall review such application and make a decision regarding the approval thereof.

(f) It shall be unlawful to release or allow to run at large any wild animal.

(g) Subsections (a) through (f) inclusive of this section shall not apply to a person, firm or corporation engaged in the commercial business of selling wild animals, as defined in this article, in an area properly zoned for such business and subject to the following requirements:

(1) The seller must obtain a wild animal permit for each species being sold (not each individual animal) through the local animal control authority. If the permit is denied, the seller may appeal to the town council for approval as provided herein.

(2) The seller must receive all wild animal permits before animals can be kept on premises of the seller.

(3) The seller shall notify the purchaser in writing that it is necessary to obtain a wild animal permit from the town in order to keep such wild animal within the limits of the town.

Sec. 2.01.011. Appeal process.

(a) In the event an application for a permit, or the renewal of a permit, is denied or granted by the local animal control authority, any person aggrieved by the decision may appeal in writing within ten days after the application is denied or granted.

(b) The decision of the local animal control authority will be considered by an appeal committee consisting of the chief of police, the mayor, and the town administrator. If the decision is upheld, any person who disagrees with the decision of the appeal committee may file a written appeal with the town secretary within seven days from the date of the committee's decision.

(c) The town secretary shall schedule a hearing of such appeal to the town council at the next timely meeting of the town council. The failure to timely file written notice of any appeal under this section is sufficient to deny the appeal. The town council may either grant or deny the permit based on the facts and circumstances. The decision of the town council shall be final and binding.

Sec. 2.01.012. Impoundment.

(a) The following animals may be impounded:

(1) Cats and dogs not exhibiting evidence of vaccination.

(2) Any animal infected or kept under conditions which could endanger the public or animal health.

(3) Any animal that creates a nuisance as defined in this article.

(4) Any animal running at large.

(5) Any animal treated in a manner determined to be in violation of section 42.09 of the Texas Penal Code.

(6) Any animal that has bitten a human being or requires observation for rabies determination, as determined by the local animal control authority.

(7) Any animal in violation of any provision of this article.

(b) If any animal is found upon the premises of any person, that person shall have the right to confine such animal in a humane manner until the local animal control authority can impound such animal. When so notified, it shall be the duty of the local animal control authority to have such animal impounded as herein provided.

(c) Reasonable effort shall be made by a local animal control authority to contact the owner of any impounded animal bearing a current vaccination tag; however, final responsibility for location of an impounded animal is that of the owner.

(d) The owner can regain possession of an impounded animal upon payment of impoundment fees, handling fees and any veterinarian bills incurred by the local animal

control authority for the welfare of the animal, and upon compliance with the vaccination provisions of this Code, except where prohibited in (e) and (f) below.

(e) Disposition of animals impounded on the grounds of cruel and inhumane treatment shall be determined by the municipal court, which shall have jurisdiction to hear and adjudicate such matters.

(f) If any animal is being held under quarantine, the owner shall not be entitled to possession until release from quarantine.

(g) The town shall select and establish a place for impounding all animals impounded under any provision of this article.

(h) Any animal, except vicious or wild animals, not reclaimed by the owner may be humanely euthanized after being impounded for a period of not less than 72 hours, except that any animal wearing a current vaccination tag shall be impounded for six days prior to its destruction. If the owner of an animal fails to reclaim the animal following the minimum impoundment period specified herein, ownership of the animal shall be deemed forfeited by the owner and shall automatically vest in the town. The local animal control authority may then dispose of the animal in any manner deemed appropriate by the local animal control authority.

(i) Any impounded vicious or wild animal, unless there is reason to believe that it has an owner, may be immediately disposed of as may be deemed appropriate by the local animal control authority.

(j) Any nursing baby animal impounded without the mother, or where the mother cannot or refuses to provide nutritious milk, may be immediately euthanized to prevent further suffering.

(k) Any owner who no longer wishes responsibility for an animal, other than an ill or injured animal, may sign a written waiver supplied by the local animal control authority allowing the animal to be immediately euthanized in a humane manner, provided that no dog or cat that has bitten a human being shall be euthanized before the expiration of the ten-day quarantine period. Ill or injured animals shall be the responsibility of the owner.

(l) Any impounded animal that appears to be suffering from injury or illness may be euthanized or given to a nonprofit humane organization for the purpose of veterinarian medical care, as determined by the local animal control authority.

Sec. 2.01.013. Enforcement.

(a) Enforcement of this article shall be the responsibility of the local animal control authority, any peace officer, or any animal control officer of the town.

(b) The local animal control authority, any peace officer, or any animal control officer of the town shall have the authority to issue citations for any violation of this article.

(c) If the person to be cited is not present, the local animal control authority, any peace officer, or any animal control officer of the town may send the citation to the alleged offender by certified mail.

(d) It shall be unlawful for any person to interfere with the local animal control authority, or animal control officer in the performance of his duties.

(e) The local animal control authority, any peace officer, or any animal control officer of the town shall have the authority to humanely euthanize or destroy any animal in accordance with the provisions of this article.

(f) An animal control officer or any peace officer shall have the authority to use a tranquilizer gun in the lawful discharge of his duties.

(g) The provisions of this article shall not apply, and it shall be a defense to the requirements set forth herein, if the animal is a dog owned or used by and under the supervision of a law enforcement agency or peace officer.

Sec. 2.01.013. Penalties.

(a) It shall be an offense for any person to violate any provision of this article. Any person violating any provision of this article shall, upon conviction be punished by fine of not more than five hundred dollars (\$500.00), and each violation shall be deemed a separate offense.

(b) Proof of a culpable mental state is not required to plead an offense under this article or for conviction of an offense hereunder. It is the intent of the town to dispense with the requirement of any culpable mental state in prosecutions filed hereunder.

(c) The remedies and penalties set forth in this article are cumulative and nonexclusive, and the town or local animal control authority may pursue any or all remedies provided hereunder or by law without waiving other remedies or penalties.

SECTION 2. That any provisions of the ordinances of the Town of Cross Roads in conflict with the provisions of this ordinance be and the same are hereby repealed and any provisions not so in conflict shall remain in force and effect.

SECTION 3. That if any section, paragraph, sentence, subdivision, clause, phrase or provision 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 unconstitutional, illegal, or invalid and shall not affect the validity of the remainder of this ordinance or any other provision of the Code of Ordinances as a whole.

SECTION 4. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense.

SECTION 5. That this ordinance shall take effect immediately from and after its passage and the publication of the caption as the law in such cases provides.

DULY PASSED by the Town Council of the Town of Cross Roads, Texas, on the _____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

TOWN SECRETARY

APPROVED AS TO FORM:

TOWN ATTORNEY

October - September Fiscal Year 2017			
		FY16 BUDGET	ACTUALS
ACT #	INCOME		
	Tax Revenue		
1000	SALES TAX COLLECTIONS	1,250,000.00	1,333,784.42
1002	ROAD IMPROV. SALES TAX	205,000.00	222,297.41
1004	BEVERAGE TAX COLLECTIONS	10,500.00	12,359.75
1006	FRANCHISE TAX-TELECOM	12,790.00	13,815.52
1008	FRANCHISE TAX-WASTE	13,750.00	14,422.89
1010	FRANCHISE TAX-ELECTRIC/GAS	75,775.00	78,811.61
1018	FRANCHISE TAX-MUSTANG SUD	6,350.00	8,028.52
	Tax Revenue Total	1,574,165.00	1,683,520.12
	Building Permits and Fees		
2000	DEVELOPMENT/PLATTING PERMITS FEES	10,000.00	14,280.00
2002	RESIDENTIAL/COMMERCIAL BUILDING PERMITS AND INSPECTIONS	172,500.00	104,796.28
2004	SEPTIC PERMITS FEES	3,500.00	5,700.00
2006	HEALTH PERMIT INSPECTIONS FEES	5,500.00	10,385.00
2008	SIGNS PERMIT FEES	3,750.00	8,490.00
3000	ADMINISTRATIVE FEES 3705-3740	6,750.00	7,426.73
	Permits and Fees Total	202,000.00	151,078.01
	Other Income		
3002	COUNTY CONTRIBUTIONS	2,925,000.00	774,217.16
3003	MUSTANG REIMBURSEMENT		145,507.70
3004	MDD CONTRIBUTION	400,000.00	400,000.00
3006	INTEREST INCOME	3,500.00	5,272.64
3008	INTEREST INCOME-ROADS	350.00	672.91
	NEMC PERSONNEL REIMBURSEMENT		
	NEPD PERSONNEL REIMBURSEMENT		
	Other Income Total	3,328,850.00	1,325,670.41
	Gross Income	5,105,015.00	3,160,268.54
	EXPENDITURES		
	Operating		
6000	ACCOUNTING & AUDITING FEES	3,300.00	3,500.00
6002	ADVERTISING & PROMOTION	31,500.00	20,092.00
6004	SOFTWARE	14,100.00	10,204.48
6006	CODIFICATION SERVICES	3,500.00	375.00
6008	ELECTION COSTS	3,000.00	1,354.83
6010	INSURANCE	6,000.00	5,128.90
6012	LEGAL FEES	10,000.00	21,507.95
6014	OFFICE EXPENSES	10,000.00	8,811.59
6016	PUBLIC NOTICES / DUES	2,500.00	1,398.41
6018	REPAIR & MAINTENANCE	15,000.00	13,921.75
6020	VEHICLE MAINTENANCE	2,500.00	1,366.31
6022	TRAINING	13,500.00	7,649.84
6024	UTILITIES	11,500.00	12,075.98
6030	PAYPAL CHARGE	2,500.00	1,495.03
	Operating Total	128,900.00	108,882.07
	Developers Agreements		
6026	STANDRIDGE 212 AGREEMENT	12,500.00	11,854.35
6028	LOVETT 380 AGREEMENT	100,000.00	0.00
	Capital Additions Total	112,500.00	11,854.35
	Public Safety		
7000	POLICE DEPARTMENT SERVICES	444,485.25	444,485.25
7002	INTERLOCAL-AMBULANCE	15,000.00	15,000.00
7004	INTERLOCAL-FIRE	100,000.00	100,000.00
	Public Safety Total	559,485.25	559,485.25
	Services		
8000	PARK MAINTENANCE	3,500.00	4,175.37
8002	PARK EVENTS	2,500.00	3,362.90
8004	PARK IMPROVEMENT FUND	17,500.00	16,717.43
8006	CAREFLITE SERVICES	3,000.00	2,147.00

6500	CAPITAL ADDITIONS	55,000.00	38,800.22
8008	CITY OF AUBREY LIBRARY FUND	17,500.00	16,953.26
	Services Total	99,000.00	82,156.18
	Streets		
8500	STREET MATERIALS AND SIGNS	10,000.00	6,690.07
8502	STREET & ROW CLEANUP	35,000.00	27,379.30
8504	STREET CONTRACT / REPAIRS	3,700,000.00	1,904,032.76
	Fishtrap 2016 only	\$ 250,000.00	313,441.43
	Streets Total	3,995,000.00	2,251,543.56
	Contract Personnel		
9000	ENGINEERING SERVICES	50,000.00	54,505.54
9002	RES & COM BUILDING REVIEW & INSP.	50,000.00	48,525.93
9004	OTHER PROFESSIONAL SERVICES	3,000.00	1,015.47
9006	CODE ENFORCEMENT SERVICES	4,500.00	1,505.00
9008	SANITARIAN SERVICES	10,000.00	11,005.00
9010	ANIMAL CONTROL	10,000.00	13,910.00
	Contract Personnel	127,500.00	130,466.94
	Personnel		
9500	RETIREMENT	17,500.00	14,985.56
9502	TAXES	15,000.00	17,279.82
9504	WAGES	225,000.00	204,214.29
9506	EMPLOYEE HEALTH BENEFITS	25,000.00	17,609.88
	Personnel	282,500.00	254,089.55
	GROSS EXPENDITURES	5,304,885.25	3,398,477.90
	GROSS INCOME	5,105,015.00	3,160,268.54
	NET INCOME (LOSS)	- 199,870.25	-238,209.36

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Interlocal Boundary and ETJ Adjustment Agreement

by and between

**The Town of Cross Roads, Texas
and
The Town of Providence Village, Texas**

This Interlocal Boundary and ETJ Adjustment Agreement (hereinafter "Boundary Adjustment Agreement") is entered into by and between the Town of Providence Village, Texas, a general law municipality located in Denton County, Texas ("Providence Village"), and the Town of Cross Roads, Texas ("Cross Roads"), a general law municipality, located in Denton County, Texas (each individually referred to as a "Town" and collectively referred to as the "Towns").

WHEREAS, Providence Village and Cross Roads are adjacent municipalities that currently or will in the future share common boundaries; and

WHEREAS, the Towns are empowered by state law and the Constitution to establish their respective corporate boundaries; and

WHEREAS, the Towns seek to avoid certain conflicts and uncertainty relative to the extent and location of their respective corporate limits and extraterritorial jurisdiction ("ETJ"), and the potential for litigation involving the same; and

WHEREAS, each of the Towns has reviewed their respective corporate boundaries and ETJ based upon their respective populations and Chapter 42 of the Texas Local Government Code, and collectively acknowledge and agree that such area would be best served by the municipal services of the Towns as reflected in the map attached hereto and incorporated herein for all purposes ("Exhibit A"); and

WHEREAS, the Towns have investigated and determined that it is necessary and in the best interest of the public health, safety and welfare of their residents to confirm boundaries and make certain agreements and adjustments regarding their respective corporate boundaries and ETJ and the provision of services; and

WHEREAS, this Boundary Agreement is made under the authority granted by and pursuant to Texas Interlocal Cooperation Act, chapter 791 of the Texas Government Code, as amended, providing for the cooperation between local governmental bodies, for beneficial governmental purposes; and

WHEREAS, the respective property owners of the land within the ETJ of each Town to be exchanged have requested to be located within the respective Town's ETJ; and

WHEREAS, the exchange of territorial and extraterritorial jurisdiction contemplated herein will not result in land that will not be contiguous to the territorial or extraterritorial limits of either Town; and

WHEREAS, the Towns have each submitted to their respective governing bodies an ordinance or resolution approving this Boundary Adjustment Agreement which confirms and adjusts their respective corporate boundaries and ETJ, as set forth herein in **Exhibit A**.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements contained herein, the Towns agree as follows:

SECTION 1 INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2 OBLIGATIONS AND AGREEMENTS OF THE TOWNS

- 2.01 Boundaries. The Towns covenant and agree that from and after the approval and execution of this Boundary Adjustment Agreement by each of the respective Towns, the boundaries in the depicted area of the respective corporate limits and ETJ of Providence Village and Cross Roads shall be those shown on the attached **Exhibit A**. The Towns covenant and agree that no Town shall assert any police powers or other governmental powers, nor annex property or expand ETJ, into any area depicted on **Exhibit A** as being within the other Town's corporate limits, boundaries or ETJ without such Town's written consent approved by its Town Council. A Town may otherwise expand its ETJ in accordance with state law; however, in no event may a Town's ETJ include an area shown on the **Exhibit A** to be within the corporate boundaries or ETJ of the other Town, without such Town's written consent approved by Town Council.
- 2.02 Adoption of Official Map. The respective governing bodies of the Towns shall take appropriate action to effectuate the terms of this Boundary Adjustment Agreement approved hereby through the adoption of an official map ("Official Map") showing their respective boundaries and ETJ as required by Section 41.001 of the Texas Local Government Code. The Official Map of each Town shall be filed by each respective Town with the county clerk of Denton County within thirty (30) days of adoption of the Town's Official Map.

- 2.03 Resolution of Boundary and ETJ Disputes. The Towns acknowledge that the boundaries and ETJ depicted on **Exhibit A** are not described by metes and bounds and are approximates. The Towns agree to determine and establish such boundaries depicted on **Exhibit A** along property lines where possible and to use their best efforts to resolve issues relating to the fixing or setting of the exact location of the boundaries and ETJ consistent with **Exhibit A**.

SECTION 3 TERM / CONSIDERATION

- 3.01 The Towns agree and stipulate that the mutual covenants and agreements contained herein, and the actions taken by each of the Towns in fulfilling its agreements hereunder are good and valuable consideration for this Boundary Agreement. The Towns further agree that the boundary and ETJ adjustments made hereunder constitute additional good and valid consideration and serve the valid government purpose of establishing and confirming corporate boundaries and ETJ.

SECTION 4 GENERAL PROVISIONS

- 4.01 Default. In the event of a breach of this Boundary Agreement by any party hereto, the Towns agree that neither Town waives its defenses or immunities, whether governmental, sovereign, official, legislative, qualified or otherwise, all such defenses and immunities being herein expressly retained.
- 4.02 Additional Documents. The Towns agree to cooperate fully and in good faith to execute any and all supplementary documents and to take all actions which are necessary to give full force and effect to the basic terms of this Boundary Adjustment Agreement.
- 4.03 Relationship of Parties. The parties understand and agree that each of the Towns performing obligations required by this Boundary Adjustment Agreement is acting as an independent entity and that the execution of this Boundary Adjustment Agreement shall not be construed as creating a joint venture or agency relationship by or among the Towns.
- 4.04 Third Party Beneficiaries. Nothing in this Boundary Adjustment Agreement shall be construed to create any right in any third party not a signatory to this Boundary Adjustment Agreement and the parties do not

intend to create any third party beneficiaries by entering into this Boundary Adjustment Agreement.

- 4.05 Notices. All written notices under this Boundary Adjustment Agreement must be hand delivered or sent by certified mail return receipt requested addressed to the proper party at the following addresses:

Town of Providence Village:

Attention: Mayor and Town Secretary
Address: 1745 FM 2931
Providence Village, Texas 76227

With a copy to:

Philip Mack Furlow
Philip Mack Furlow, P.C.
1415 North Locust
Denton, TX 76201

Town of Cross Roads:

Attention: Mayor and Town Secretary
Address: Town of Cross Roads, Texas
1401 FM 424
Cross Roads, TX 76227

With a copy to:

David M. Berman
Nichols, Jackson, Dillard,
Hager & Smith, LLP
500 N. Akard Street, Suite 1800
Dallas, Texas 75201

Each party may change the address to which notices are sent by giving the other party written notice of the new address in the manner provided by this paragraph.

- 4.06 Capacity. Each of the signatories below hereby represents that this Boundary Adjustment Agreement has been approved by his or her Town Council and that he/she has full capacity and authority to sign and assume all obligations granted and assumed under this Boundary Adjustment Agreement.
- 4.07 Waiver of Breach. Forbearance or waiver of one or more instances of breach of this Boundary Adjustment Agreement by any party shall not

constitute a continuing forbearance or a waiver of any subsequent breach of this Boundary Adjustment Agreement.

- 4.08 Applicable Law/Venue/Mediation. This Boundary Agreement shall be construed under, and in accordance with the laws of the State of Texas, and exclusive venue shall lie in Denton County, Texas. If one or more disputes arise with regard to the interpretation, performance and/or breach of this Boundary Agreement or any of its provisions, the Towns agree to attempt in good faith to resolve same by scheduling and attending one-half (1/2) day of mediation. The mediation shall be conducted within thirty (30) days of the dispute with a mediator agreed to by the Towns, and the cost of the mediation shall be shared equally by the Towns.
- 4.09 Legal Construction/Severability. In case any section, article, paragraph, provision, sentence, clause, phrase or word provisions contained in this Boundary Adjustment Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Boundary Adjustment Agreement, and this Boundary Adjustment Agreement shall be construed as if the invalid, illegal, or unenforceable provision had not been included in this Boundary Adjustment Agreement. Such holding shall not affect the validity of the remaining portions of this Boundary Adjustment Agreement, and the respective governing body of each of the Towns hereby declares it would have passed and approved such remaining portions of this Boundary Adjustment Agreement despite such invalidity, which remaining portions shall remain in full force and effect. The parties expressly agree that if, as of the effective date of this Boundary Adjustment Agreement, any portion of the corporate limits or ETJ of any Town shown on the Boundary Map is within the corporate limits or ETJ of any other Town that is not a party to this Boundary Agreement, the remainder of the Boundary Agreement shall remain in full force and effect as if such property had not been included.
- 4.10 Entire Agreement. This Boundary Adjustment Agreement constitutes the sole and entire agreement of the Towns and supersedes any prior understandings or written or oral agreements between the Towns relating to the subject matter of this Boundary Adjustment Agreement.
- 4.11 Construction. This Boundary Adjustment Agreement has been negotiated by the parties and shall be deemed drafted equally by all parties hereto. The language of all parts of this Boundary Adjustment Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 4.12 Amendment. No amendment, modification, or alteration of the terms of this Boundary Adjustment Agreement shall be binding unless it is in writing, dated subsequent to the date of this Boundary Adjustment

Agreement, and duly approved and executed by the Town Council of each of the Towns to this Boundary Adjustment Agreement.

- 4.13 Counterparts. This Boundary Adjustment Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[The remainder of this page is left blank intentionally.]

Mayor, David Shuck
Town of Providence Village, Texas

EFFECTIVE DATE: _____

ATTEST:

Town Secretary, Connie Hansen
Town of Providence Village, Texas

APPROVED AS TO FORM:

Town Attorney
Town of Providence Village, Texas

Mayor
Town of Cross Roads, Texas

EFFECTIVE DATE: _____

ATTEST:

Town Secretary
Town of Cross Roads, Texas

APPROVED AS TO FORM:

Town Attorney
Town of Cross Roads

Exhibit A

Boundary Map



FIELD NOTE DESCRIPTION FOR TRACT 1

BEING a 13,000 acre tract of land situated in the J. Bridges Survey, Abstract No. 35, in Denton County, Texas, and being a part of that certain called "Second Tract" of land conveyed to David Byron, as described by deed recorded in Volume 5212, Page 5255, of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a "1/4" nail set for the southeast corner of the herein described tract, some point being the southeast corner of said Byron tract, some point being the southwest corner of a tract of land conveyed to Timothy Hilton Wright, as described by deed recorded in Volume 4471, Page 1235, R.P.R.D.C.T., some point being within an east-west road known as "Farmtop Road";

THENCE North 87 degrees 44 minutes 51 seconds West, with said Fishtrap Road, a distance of 342.43 feet to a 3/8 inch iron rod found, some point being the southeast corner of a tract of land conveyed to Timothy Hilton Wright, as described by deed recorded under County Clerk File No. 90-00049457, R.P.R.D.C.T.;

THENCE North 00 degrees 47 minutes 41 seconds East, along the east line of said Byron tract, and with said Dr. Sanders Road, a distance of 358.79 feet to a "1/4" nail set for corner;

THENCE South 87 degrees 44 minutes 51 seconds East, traversing over and across said Byron tract, a distance of 557.85 feet to a 3/8 inch iron rod with yellow cap marked "Arthur Surveying Company" set in the east line of said Byron tract;

THENCE South 1

+4.00 feet to the POINT OF BEGINNING and containing a total of 13,000 acres of land more or less, and being subject to any and all assessments that may affect.

FIELD NOTE DESCRIPTION FOR TRACT 2

BEING a 34,354 acre tract of land situated in the J. Bridges Survey, Abstract No. 35, in Denton County, Texas, and being all of that certain called "First Tract" and a part of that certain called "Second Tract" of land conveyed to David Byron, as described by deed recorded in Volume 5212, Page 5255, of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a "1/4" nail found for the northwest corner of the herein described tract, some point being the southwest corner of said Eggle Village at Providence Phase 7, an addition to Denton County, Texas, according to the Plat thereof recorded in Cabinet No. Page 853, of the Plat Records of Denton County, Texas (P.R.D.C.T.), some point being in the east line of a tract of land conveyed to Stephen J. Eickhoff and Louisa S. Eickhoff, as described by deed recorded under County Clerk File No. 20-0012962 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), some point being within a north-south road known as "Dr. Sanders Road";

THENCE South 88 degrees 10 minutes 51 seconds East, along the south line of said Eggle Village at Providence Phase 7, passing at a distance of 585.05 feet a 2 1/8 inch iron rod found with cap marked "Wells HENLEY 4587" found at the southwest corner of Lot 111, Block A of said Addition, passing at a distance of 1839.33 feet a 3/8 inch iron rod found with cap marked "Wells HENLEY 4587" found at the southeast corner of said Addition, some point being a western corner of said Village at Providence, an addition to Denton County, Texas, according to the Plat thereof recorded in Cabinet No. page 356, R.P.R.D.C.T., subsiding on said course for a total distance of 1627.00 feet to a 3/8 inch iron rod with yellow cap marked "Arthur Surveying Company" set for corner;

THENCE South 07 degrees 19 minutes 58 seconds West, along the west line of said Wood Village at Providence Addition, a distance of 772.32 feet to a 3/8 inch iron rod with yellow cap marked "Arthur Surveying Company" set for corner;

THENCE South 87 degrees 25 minutes 48 seconds West, along a north line of said Wood Village at Providence Addition, passing the northeast corner of a tract of land conveyed to Howard J. Frank and wife, July A. Frank, as described by deed recorded in Volume 4471, Page 1235, R.P.R.D.C.T., subsiding on for a distance of 657.82 feet to a fence corner post found for corner;

THENCE South 02 degrees 10 minutes 38 seconds West, along the west line of said Frank tract, a distance of 222.60 feet to a 3/8 inch iron rod with yellow cap marked "Arthur Surveying Company" set for corner;

THENCE North 87 degrees 44 minutes 51 seconds East, traversing over and across said Byron tract (Vol. 5212, Pg. 5255), a distance of 557.85 feet to a "1/4" nail set for corner while said Dr. Sanders Road, some point being in the east line of a tract of land conveyed to Timothy Hilton Wright, as described by deed recorded under County Clerk File No. 90-00049457, R.P.R.D.C.T.;

THENCE North 00 degrees 47 minutes 41 seconds East, along the east line of said Byron tract, passing at the southeast corner of said Eickhoff tract, continuing on said course a total distance of 1000.91 feet to the POINT OF BEGINNING and containing a total of 34,354 acres of land more or less, and being subject to any and all assessments that may affect.

- NOTES:**
- No portion of subject property appears to lie within a Special Flood Hazard Area according to the Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel No. 450774 0405 C, present effective date of map April 2, 2007.
 - All iron rods found are 3/8 inch unless otherwise noted. All iron rods set are 3/8 inch with a yellow cap stamped "Arthur Surveying Company".
 - Boundaries shown are based on the south line of Eggle Village at Providence, Phase 7 recorded in Cabinet No. Page 853 of the Plat Records of Denton County, Texas.
 - 4th Square cut of nose of median located at Dr. Sanders Road and Prospect Lane Intersection, Devotion-504-62.
 - The assessment recorded in Volume 452, Page 131 is a blanket assessment that includes these tracts.
 - The surveyor has made an investigation or independent search for encumbrances that include, but is not limited to, restrictive covenants, easements, or any other facts that on or occur on and current life search may disclose.

TOPOGRAPHIC SURVEY
 13,000 and a
 34,354 Acre Tracts
 J. Bridges Survey, Abstr. No. 35
 Denton County, Texas

Arthur Surveying Co., Inc.
 Professional Land Surveyors
 2725 E. Street, Suite 202 - P.O. Box 44
 Lubbock, Texas 79407

RESOLUTION NO. 2016-101701

A RESOLUTION OF THE TOWN OF CROSS ROADS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROPERTY ENHANCEMENT INCENTIVES POLICY TO PROMOTE ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE TOWN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to establish and provide for the administration of programs that promote economic development and stimulate business and commercial activity in the Town of Cross Roads (Town); and

WHEREAS the Town desires to implement a matching grant program to enhance the viability and sustainability of commercial properties in the Town; and

WHEREAS, the Town desires to improve the physical appearance of businesses and visibly enhance the Town's commercial corridors; and

WHEREAS, the Town desires to increase the marketability and occupancy rate of commercial buildings hindered by an outdated appearance; and

WHEREAS, the Town desires to provide incentives in areas and to businesses most likely to stimulate similar enhancements by other private entities; and

WHEREAS, the Town's Municipal Development District Board on August 11, 2016 considered and recommended approval of this Property Enhancement Incentives Policy (Policy) to the Town Council; and

WHEREAS, upon full review and consideration of this Policy and all matters attendant and related thereto, the Town Council is of the opinion that this Policy will assist in implementing a program whereby economic development will be promoted and business and commercial activity will be stimulated in the Town.

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

SECTION 1.

The Town Council finds that the terms of the Policy will promote economic development and stimulate business and commercial activity in the Town and otherwise meet the criteria of Section 380.001 of the Texas Local Government Code.

SECTION 2.

The Town Council hereby adopts a Property Enhancement Incentives Policy whereby the Town of Cross Roads may participate financially in commercial property enhancements via matching grants, and take other specified actions, in accordance with the terms outlined in the Policy.

SECTION 3.

The terms and conditions of the Policy, having been reviewed by the Town Council of the Town of Cross Roads and found to be acceptable and in the best interest of the Town and its citizens and businesses, are hereby approved.

SECTION 4.

This Resolution shall become effective from and after its passage.

PASSED AND APPROVED this the 17th day of October, 2016.

Steve Smith, Mayor

ATTEST:

Teddi Lee, TRMC
Town Secretary

EXHIBIT A
Property Enhancement Incentives Policy

Cross Roads, Texas
Property Enhancement Incentives Policy

WHEREAS, the Town of Cross Roads, Texas (Town) desires to implement a matching grant program to enhance the viability and sustainability of existing commercial and retail properties in the Town; and

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to establish and provide for the administration of programs that promote economic development and stimulate business and commercial activity in the Town; and

WHEREAS, the Town's Municipal Development District Board on August 11, 2016 considered and recommended approval of this Property Enhancement Incentive Policy (Policy) to the Town Council; and

BE IT KNOWN THAT, the terms and conditions of the Policy, having been reviewed by the Council and found to be acceptable and in the best interest of the Town and its citizens and businesses, are hereby approved.

1. INTRODUCTION / GOALS

This program is a matching grant program that reimburses commercial property owners or business operators for Eligible Enhancements made to the Property. The goals of this Policy are to:

- A. Enhance the commercial viability and sustainability of commercial properties in the Town and provide for the Town's economic vitality and prosperity;
- B. Improve the physical appearance of businesses and visibly enhance the Town's commercial corridors;
- C. Increase the marketability and occupancy rate of commercial buildings hindered by an outdated appearance; and
- D. Provide incentives in areas and to businesses most likely to stimulate similar enhancements by other private entities.

2. DEFINITIONS

The following definitions shall apply to the terms used in this Policy:

Applicant: Shall mean the Property owner or business occupant signing the Application for a Property Enhancement Grant.

Application: Shall mean the Application for Property Enhancement Incentives as maintained by Staff.

Board: Shall mean the Municipal Development District Board of the Town.

Code Violations: Shall be any violation of the Town's code of ordinances.

Construction Costs: The out-of-pocket costs for permits, fees, construction materials, and labor for installation and fabrication.

Eligible Enhancements: Shall mean the Enhancements identified as eligible in Section 4 herein.

Enhancements: Shall be as defined in Section 4 herein.

ETJ - Extraterritorial Jurisdiction: The area beyond the official limits of the Town as delineated by Chapter 42 of the Local Government Code, as amended.

Façade: Shall mean the exterior of a building.

Notice to Proceed: A written notice from Town Staff authorizing the Applicant to begin construction as approved by the Town.

Policy: Shall mean this Property Enhancements Incentives Policy.

Property: Shall mean the physical lot and / or building to which Enhancements are being made.

Property Enhancement Grant: Shall mean the financial support to make designated Property Enhancements as approved by the Board, and sometimes referred to as a "Grant."

Staff: The Town Administrator or their designee.

Town: The Town of Cross Roads, Texas.

Town Council: The Town Council of the Town.

3. ELIGIBILITY

The following Properties and Businesses are eligible to receive Grants.

- A. Properties: Only properties meeting the following requirements at the time an Application is submitted shall be eligible to receive Grants as outlined by this Policy:
- i. Within the Town or the Town's ETJ: Property must be located within the Town's municipal boundaries or Extraterritorial Jurisdiction.
 - ii. Non-residentially Zoned: Property must be zoned for uses other than exclusively single- or duplex attached residential uses.
 - iii. Financial Standing: Property shall be in good standing as it relates to any money due to the Town.
 - iv. Town Liens: Property shall be in good standing as it relates to any liens held by the Town.
 - v. Ownership: Property owners must provide sufficient proof of ownership.
 - vi. Code Violations: Property must not have any outstanding code violations.
 - vii. Frequency: Property must not have received a Grant for the same category of Enhancement (e.g. Façade, Landscaping) in the last two (2) years.
 - viii. Ineligible Properties: Ineligible Properties include, though not exclusively, properties located in and projects designed exclusively for single- and duplex detached dwellings.
- B. Businesses: Only businesses meeting the following requirements shall be eligible to receive benefits outlined by this Policy:
- i. Financial Standing: The business shall be in good standing as it relates to any money due to the Town.
 - ii. Property Owner Approval: Businesses, if not the owner of the property to be occupied, must provide a copy of their lease agreement and support of the Application from the Property owner prior to Town approval of the Application.

4. **ENHANCEMENTS**

- A. **Aspirations:** As with any policy or regulatory ordinance, it is difficult to precisely regulate factors that are not easily defined. With that in mind, the following are to be considered aspirations for contemplated Enhancements:
- Enhancements should be compatible with the character and architecture of the individual building and those in proximity;
 - Where appropriate, Enhancements may act as a catalyst to create a unique environment;
 - Enhancements should make the Property more inviting to the public; and
 - Enhancements should be functional as well as visually appealing.
- B. **General Enhancement Eligibility:** Property Enhancements shall be deemed as eligible or ineligible for the benefits of this Policy as defined below. In general, the following Enhancements, though not exclusively, are ineligible for all Grants:
- Any Enhancement that does not comply with existing Town ordinances and for which no variance or exception has been made;
 - Any Enhancements made prior to the Notice to Proceed from the Town;
 - Sweat equity or “in-kind” services;
 - New construction which is not specifically listed in this Policy as an Eligible Enhancement;
 - Any Enhancements to eliminate Code Violations of a Property or Business; or
 - Any Enhancements not identified as eligible below. A potential applicant may discuss an Enhancement not identified below with Town staff to ascertain whether or not the Enhancement meets the Purpose and Intent of this Policy. If so, an amendment to this Policy or an exception to this Policy may be placed before the Town Council to determine the merits of including a new eligible Enhancement.
- C. **Façade Enhancements:** The following are Eligible Enhancements except as noted otherwise:
- i. **Façade Materials:** Replacing deteriorated or unsafe façade materials with brick, stone, tile, wood, or siding meeting the Town’s architectural standards; Removal of “slip” coverings of prior façade materials and re-establishment of historic façade details; Repointing of mortared joints, replacement or repair of damaged masonry.
 - ii. **Cleaning:** Pressure washing or sand blasting existing facades, cleaning of tiles.
 - iii. **Painting:** Scraping, priming and otherwise preparing the surface and painting.
 - iv. **Window / Doors:** Replacement of or improvements to existing windows or doors that are visible from a public street. New windows and doors matching replaced windows or doors. Replacement of broken glass panes.
 - v. **Awnings / Canopies:** Replacement of or improvements to existing awnings or canopies. New awnings or canopies.
 - vi. **Historical Restoration:** Restoration of architectural details of historic significance and / or removal of elements covering such details.
 - vii. **Roof Repair:** Replacement or repair of all or portions of the roof.
 - viii. **Gutters and Downspouts:** Replacement or repair of existing gutters and / or downspouts.
 - ix. **Ineligible:** Though not an all-inclusive list, the following are specifically not eligible: burglar bars, painting a new building.

- D. Interior Renovation: The following are Eligible Enhancements except as noted otherwise:
- i. Renovations: Renovations that enhance the commercial usability of the building.
 - ii. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: painting, wallpaper, aesthetic treatments, and lighting.
- E. Landscaping: The following are Eligible Enhancements related to Landscaping on the Property except as noted otherwise:
- i. Edging: Providing a perimeter to shrub beds with materials deemed to be of a long life, e.g. brick, stone, concrete, steel.
 - ii. Shrubs and Trees: Shrubs and / or trees of a variety that are sustainable in the area when combined with removal of existing shrubs and / or trees that are either overgrown or of poor quality.
 - iii. Irrigation: Automatic irrigation system complying with all code requirements.
 - iv. Lawn Renovation: Removal or re-establishment of an existing lawn with a desirable type of lawn. (An automatic irrigation system is required with this Enhancement.)
 - v. Fencing: Replacement of dilapidated fencing or installation of new fencing that is visually appealing.
 - vi. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: landscape pruning, mowing and / or maintenance.
- F. Lighting: The following are Eligible Enhancements except as noted otherwise:
- i. Pedestrian: Increases in lighting in pedestrian areas on or adjacent to the Property, e.g. sidewalks, parking lots.
 - ii. Accents: Lighting that accentuates features of the building or Property creating a pleasant ambience on the Property.
 - iii. Signage: Lighting that illuminates signage identifying the business.
- G. Parking / Driveways: The following are Eligible Enhancements except as noted otherwise:
- i. Reconstruction: Removal of existing pavement, gravel, curbing, drives, accessibility ramps, etc. and replacement with reconstruction meeting Town requirements.
 - ii. Resurfacing: Re-topping asphalt parking areas.
 - iii. Restriping: Repainting of parking stall stripes and / or fire lane graphics meeting the Town's requirements.
 - iv. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: Installation, repair or replacement of any surface that is not an all-weather hard surface as that term is defined in the Town's zoning ordinance.
- H. Pedestrian Amenities: The following are Eligible Enhancements except as noted otherwise:
- i. Paving: Paving of a unique nature in areas that allow customers to congregate.
 - ii. Seating Areas: Provisions for seating in areas where customers may congregate before, during or after supporting the business.
 - iii. Shade: Provisions for shading pedestrian areas to include permanent or temporary canopies, awnings, umbrellas or similar shade structures.
 - iv. Music: Provisions for permanent installation of fixtures to accommodate providing music in areas where customers congregate.

- I. Signage: The following are Eligible Enhancements except as noted otherwise. The replacement of signs that do not conform to current Town requirements is a priority for the Town.
 - i. Replacing Signs: Replacing existing signs, whether non-conforming or not, with new signage that complies with all Town requirements.
 - ii. New Signs: New signs for existing or new businesses.
- J. Utilities: The following are Eligible Enhancements related to Utilities on the Property:
 - i. Upgrading: The upgrading or installation of new utilities serving the Property to meet commercial needs by increasing the commercial capacity or functionality of a building. This might include electric, phone, Internet, septic systems, or similar.
 - ii. Placement Underground: The placement of existing or new utilities underground.
- K. Code Compliance: The following are Eligible Enhancements except as noted otherwise:
 - i. Public Accessibility: Reconstruction or new construction to comply with public accessibility requirements.
 - ii. Fire Suppression Systems: Replacement, upgrade, or installation of fire suppression systems in compliance with current codes.
- L. Demolition: The costs of demolishing and removing existing structures on a Property may be considered for Property Enhancements.
- M. Town Participation Limitations: A Maximum Percentage of fifty percent (50%) shall be the maximum percentage of the total cost of any Enhancement that the Town will Grant the Applicant. A Maximum Amount of five thousand dollars (\$5,000) is the maximum dollar amount to be granted for any category of Enhancement. The potential matching Grant for each type of Enhancement would be the lesser of the Maximum Percentage or Maximum Amount. The Applicant is responsible for the remaining costs of the Enhancement and must complete the full Enhancement to be eligible for the matching Grant.
 - i. Accumulative Maximum Grant: Notwithstanding the Maximum Percentage and Maximum Amount limitations for each type of Enhancement, no Property or Business may receive more than \$5,000 in matching Grants during one 12-month period. The following examples are provided to clarify different application scenarios:
 - a. Example 1: Applicant desires to do \$12,000 in eligible Landscape Enhancements. By Policy, the maximum Grant allowed by the Max Percentage (50%) would be \$6,000, but the maximum Grant allowed by the Max Amount would be \$5,000. The lesser of the two is \$5,000 which would be the maximum matching Grant for the \$12,000 landscaping project. Further, within a 12-month period the Applicant cannot receive additional grants for any Enhancements (per Section 4.M.i).
 - b. Example 2: Applicant desires to do \$8,000 in eligible Landscape Enhancements. By Policy, the maximum Grant allowed by the Max Percentage (50%) would be \$4,000, and the maximum Grant allowed by the Max Amount would be \$5,000. The lesser of the two is \$4,000 which would be the maximum matching Grant for the landscaping project. Further, within a two-year period the Applicant cannot receive more grants for Landscape Enhancements (per Section 3.A.vii), but may apply and receive a second matching Grant, not to exceed \$1,000 (\$5,000 max - \$4,000 Grant) for any Enhancement category *other than* Landscaping.

5. **GRANT PRIORITIES**

The Town has determined that the following are priorities for the benefits of this Policy. The evaluation of the merits of any Application shall take into consideration whether or not the Application also meets these priorities.

- A. **Preferred Areas**: The following areas of the Town are areas of priority for implementation of this Policy:
 - i. Proximity of highways US 380, FM 424, US 377; and
 - ii. Any “Commercial Corridor” designated as such in the Town’s Comprehensive Plan.
- B. **Preferred Businesses**: The following types of businesses are a priority for implementation of this Policy:
 - i. Retail;
 - ii. Restaurants;
 - iii. Professional Office; and
 - iv. Any sales-tax generating business.

6. **ADMINISTRATIVE PROCEDURES**

Following are the Administrative Procedures regarding the Application for and approval of Property Enhancement Grants:

- A. **Pre-Submittal**: All Applicants are encouraged to meet with Staff prior to preparation of an Application. Applicants should contact the following to set up a meeting.
 - Office of the Town Secretary
 - Address: 1401 F.M. 424, Cross Roads, TX 76227
 - PH: (940) 365-9693
 - EM: town-information@crossroadstx.gov
- B. **Application**: The submittal of an Application in accordance with the Town’s submittal schedule is required prior to any evaluation of the request for Property Enhancement Grants. The Application shall be on a form prepared by Staff and available on the Town’s website or in the Office of the Town Secretary.
 - i. **Required Information**: The following shall be included with the Application:
 - a. Proof of ownership of the Property;
 - b. Photographs of the existing Property;
 - c. Drawings, renderings, plans of the proposed Enhancements;
 - d. Written description of the Enhancements including building materials and color schemes to be used;
 - e. Construction Cost estimates from at least two (2) different contractors; and
 - f. If Applicant is not the Property owner:
 - 1. Written approval of the Application from the owner; and
 - 2. Copy of the signed lease agreement.
 - ii. **Amendments**: Staff may amend the form of the Application as needed to more efficiently evaluate the merits of requested Enhancements.

- C. Review & Evaluation: Following are criteria to review and evaluate the Application:
- i. Review Criteria:
 - a. Completeness of Application: Completeness of the Application; including all required attachments.
 - b. Grant Priorities: Whether the Application includes a targeted business classification or whether it is located in a targeted improvement area as defined in Section 5.B.
 - c. Impact: An estimation of the impact that the Enhancements might have, particularly as a catalyst for continued private investment.
 - d. Non-funded Improvements: Are the improvements associated with the Grant part of a larger effort to enhance the Property.
 - e. Elimination of a Non-Conformity: Do the Enhancements eliminate a legal non-conforming aspect of the Property.
 - ii. Staff Evaluation and Recommendation: The coordinating Staff member shall convene a team of the appropriate Staff members to evaluate the Application. Upon review, Staff shall prepare a recommendation to forward to the Board / Town Council.
 - a. Site Visit: Prior to formal evaluation of the Application by Staff, the Applicant shall allow Staff the opportunity to visit the Property to verify its status prior to any Enhancements.
 - iii. Board Evaluation and Recommendation: The Board shall convene to evaluate the Application, and upon review, prepare a recommendation to forward to the Town Council.
- D. Approval: The Town Council shall make the final decision regarding the merits of the Application and the appropriate Property Enhancement Grant to be given, if any. Upon approval of a matching Grant, the Town Council will authorize Staff to enter into an Agreement with the Applicant on a form acceptable to Staff and the Town Attorney. The Agreement, at a minimum, must contain the following:
- i. Enhancements: List the specifications of the proposed Enhancements on the Property.
 - ii. Access: Provide the Town and Staff access to the Property to ensure that the Enhancements or repairs are made according to the specifications and conditions in the Agreement.
 - iii. Grant: Provide for the procedures of the matching Grant payment.
 - iv. Recapture Provisions: Provide for the repayment of a Grant if the Applicant or the condition of the Property do not fulfill all obligations required under the Agreement. The Town may take any remedy necessary to recover the funds, including filing a lien on the Property.
- E. Pre-Construction Meeting: If the matching Grant is approved by Council, and if deemed necessary by Staff, the Applicant must attend a pre-construction meeting with Staff to coordinate any required permits, execute Grant documents, and resolve any questions either party might have.
- F. Notice to Proceed: Upon approval by the Town Council, staff shall prepare and issue a written Notice to Proceed authorizing the Applicant to begin work on the Enhancements. The Notice to Proceed shall in no event be regarded as the approval of a building permit and all other construction permitting requirements must be met by the Applicant.
- i. Required: All Grant documents, including the Agreement with the Town, must be executed and all required permits must be received prior to issuance of the Notice to Proceed.
 - ii. Beginning of Work: All work must begin within sixty (60) days of the issuance of the Notice to Proceed.

- iii. Completion of Work: All work for approved projects must be complete within ninety (90) days of the Notice to Proceed unless an Applicant's written request for extension is granted in writing by Staff.
- G. Construction: All construction shall be in accordance with all requirements for permitting and inspection required by the Town.
- H. Verification: Upon completion and approval of the work by the Town, Staff shall verify that the work has been performed as authorized in the approved Town Council action.
 - i. Documentation: The Applicant shall provide Staff with documentation necessary to determine the Construction Costs of the Enhancements as approved by the Town Council, e.g. copies of paid contractor invoices, receipts or processed checks. Construction Costs not supported by adequate documentation shall not be eligible for reimbursement.
- I. Payment: Upon verification of compliance with Town Council action, Staff shall cause a check to be issued to the Applicant in the approved amount.
 - i. Cost Overruns: Any costs above and beyond the amounts approved by Town Council shall be the responsibility of the Applicant.

7. APPLICANT / OWNER CERTIFICATIONS

- A. Application Accuracy: The Applicant shall state that the information provided in the Application, and all that may have been affixed thereto, is true and correct, and that the Town may rely on all of the information therein contained, and all that may have been affixed thereto, as being true and correct.
- B. Compliance: The Applicant shall certify that they are solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinance and other applicable regulations. Neither approval of an Application nor payment of a Property Enhancement Grant upon completion of the project shall constitute approval of the project by any Town department or staff or a waiver by the Town of any safety regulation, building code, ordinance or other applicable regulation.
- C. Insurance: The Applicant shall certify that they maintain sufficient insurance coverage for property damage and personal injury liability relating to the project.
- D. Maintenance: The Applicant shall certify that the Enhancements, once approved by the Town shall be maintained for a period of three (3) years from the date of payment. No changes shall be made without prior written approval from the Town.
- E. Discretionary Rights: The Applicant shall acknowledge that the Town has the absolute right of discretion in deciding whether or not to approve a matching Grant relative to the Application, whether or not such discretion is deemed arbitrary or without basis in fact.
- F. Policy Promotion: The Applicant shall authorize the Town to use an approved project to promote the merits of this Policy, including but not limited to displaying a sign at the Property or Business during and within thirty (30) days after construction, and using photographs and descriptions of the project in distribution material, press releases, social media and on the Town's website.
- G. Indemnification: The Applicant shall certify that they are solely responsible for overseeing the work, and will not seek to hold the Town, and / or their agents, employees, officers, and / or directors liable for any property damage, personal injury, or other loss related in any way to this Policy, and by submission of an Application, agrees to indemnify the Town, and / or their agents, employees, officers, and / or directors from any claims or damages resulting from the project, including reasonable attorney fees.

8. **GENERAL PROVISIONS**

- A. **Termination**: The Town has the right to terminate any agreement under this Policy if an Applicant is determined to be in violation of any conditions set forth in this Policy.
- B. **Changes During Construction**: If an Applicant seeks to change the scope of their project after a Grant has been approved, the Applicant shall meet with Staff to discuss the desired change. Staff has the authorization to approve minor modifications during construction. Any other desired modification shall be placed before the Town Council for reconsideration.
- C. **Flexibility**: The terms and conditions of this Policy are a guideline for Town Council during their deliberation and evaluation. The Town reserves the right to modify the terms and conditions herein at any time, including for any pending application. No applicant shall have any right, interest or entitlement to any Grant or in any application, and no vested rights shall accrue or be given under this Policy. These guidelines shall not be regarded as creating any right or entitlement to any applicant and the Town reserves the authority to reject any application for any reason regardless of compliance with the terms of this Policy. The Town may consider any project for a Chapter 380 Grant, regardless of this Policy and beyond the scope of this Policy, and may enter into Economic Development Incentive Agreements for property development, infrastructure development, new construction or alteration of existing construction as it may deem appropriate.
- D. **Section or Other Headings**: Section or other headings contained in this Policy are for reference purposes only and shall not affect in any way the meaning or interpretation of this Policy.
- E. **Severability**: In the event that any provision of this Policy is determined to be illegal, invalid, or unenforceable, then, and in that event, it is the intention that the remainder of this Policy shall not be affected thereby.

Cross Roads, Texas
Application for Property Enhancement Incentives

Contact: Town Secretary - (940) 365-9693 - town-information@crossroadstx.gov

1 PROJECT INFORMATION							
A	Property Address:						
B	Estimated Begin Work Date:			Estimated Completion Date:			
C	Years in business at this location:						
D	Reason for requesting grant:						
2 ELIGIBILITY OF PROPERTY							
	Yes	No	Item	Notes			
A			Within the Town or its ETJ?	•			
B			Non-residentially zoned?	•			
C			Financial standing with Town is good?	•			
D			No Town liens existing?	•			
E			Proof of ownership provided?	•			
F			Outstanding code violations?	•			
G			Frequency of Grants OK?	• In accordance with Section 3.A.vii			
3 ELIGIBILITY OF BUSINESS							
	Yes	No	Item	Notes			
A			Financial standing with Town is good?	•			
B			If not owner, authorization provided?	•			
4	Enhancements		Total Cost	Policy Max %	Policy Max \$	Amount Requested	Amount Approved
A	<u>Façade:</u> (Section 4.C) •		\$	50 %	\$5,000	\$	\$
B	<u>Interior Renovation:</u> (Section 4.D) •		\$	50 %	\$5,000	\$	\$
C	<u>Landscaping:</u> (Section 4.E) •		\$	50 %	\$5,000	\$	\$
D	<u>Lighting:</u> (Section 4.F) •		\$	50 %	\$5,000	\$	\$
E	<u>Parking / Driveways:</u> (Section 4.G) •		\$	50 %	\$5,000	\$	\$
F	<u>Pedestrian Amenities:</u> (Section 4.H) •		\$	50 %	\$5,000	\$	\$
G	<u>Signage:</u> (Section 4.I) •		\$	50 %	\$5,000	\$	\$
H	<u>Utilities:</u> (Section 4.J) •		\$	50 %	\$5,000	\$	\$
I	<u>Code Compliance:</u> (Section 4.K) •		\$	50 %	\$5,000	\$	\$
J	<u>Demolition:</u> (Section 4.L) •		\$	50 %	\$5,000	\$	\$
K	(Max. Grant Per Policy = \$5,000) TOTAL PROPERTY ENHANCEMENT GRANT APPROVED:						
L	Describe any planned Non-Grant Enhancements:						

5 GRANT PRIORITIES				
	Yes	No	Preferred Area?	Notes
A			US 380	•
B			FM 424	•
C			US 377	•
D			Designated "Commercial Corridor"	• Per Town's Comprehensive Plan
	Yes	No	Preferred Business?	Notes
E			Retail	•
F			Restaurant	•
G			Professional Office	•
H			Sales-tax generating	•
6 ATTACHMENTS / EXHIBITS				
	Yes	No	Item	Notes
A			Ownership documentation	•
B			Photos of existing conditions	•
C			Drawing, renderings, plans of the proposed enhancements	•
D			Written description of the enhancements including building materials and color schemes	•
E			Construction cost estimates from two contractors	•
F			Copy of the signed lease agreement	• If Applicant is not property owner
G			Written support of the grant application from the owner	• If Applicant is not property owner
7 CONTRACTOR INFORMATION				
A	Contractor for:			
	Company Name:			
	Contact Person:		Title:	
	Address:			
	Wk Phone:		Cell:	Fax:
	Email:		Website:	
B	Contractor for:			
	Company Name:			
	Contact Person:		Title:	
	Address:			
	Wk Phone:		Cell:	Fax:
	Email:		Website:	
C	Contractor for:			
	Company Name:			
	Contact Person:		Title:	
	Address:			
	Wk Phone:		Cell:	Fax:
	Email:		Website:	
D	Contractor for:			
	Company Name:			
	Contact Person:		Title:	
	Address:			
	Wk Phone:		Cell:	Fax:
	Email:		Website:	

8	Applicant / Owner Certifications: In accordance with Resolution # __-__ adopting the Property Enhancement Incentives Policy, the undersigned do hereby certify the following:	
A	Section 7.A - Application Accuracy: The information provided in this Application, and all that may have been affixed hereto, is true and correct, and that the Town may rely on all of the information herein contained, and all that may have been affixed hereto, as being true and correct.	
B	Section 7.B - Compliance: I (we) are solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinance and other applicable regulations. Neither approval of an Application nor payment of a Property Enhancement Grant upon completion of the project shall constitute approval of the project by any Town department or staff or a waiver by the Town of any safety regulation, building code, ordinance or other applicable regulation.	
C	Section 7.C - Insurance: I (we) maintain sufficient insurance coverage for property damage and personal injury liability relating to this project.	
D	Section 7.D - Maintenance: I (we) certify that the Enhancements, once approved by the Town shall be maintained for a period of three (3) years from the date of payment. No changes shall be made without prior written approval from the Town.	
E	Section 7.E - Discretionary Rights: I (we) acknowledge that the Town has the absolute right of discretion in deciding whether or not to approve a matching Grant relative to this application, whether or not such discretion is deemed arbitrary or without basis in fact.	
F	Section 7.F - Policy Promotion: I (we) authorize the Town to use an approved project to promote the merits of this Policy, including but not limited to displaying a sign at the site during and within thirty (30) days after construction, and using photographs and descriptions of the project in distribution material, press releases, social media and on the Town's website.	
G	Section 7.G - Indemnification: I (we) certify that they are solely responsible for overseeing the work, and will not seek to hold the Town or Board, and / or their agents, employees, officers, and / or directors liable for any property damage, personal injury, or other loss related in any way to this Policy, and by submission of an Application, agrees to indemnify the Town and Board, and / or their agents, employees, officers, and / or directors from any claims or damages resulting from the project, including reasonable attorney fees.	
9	I (we) hereby affirm the Certifications noted above and approve this Application for Property Enhancement incentives and the Enhancements identified herein.	
Property Owner		Applicant / Business Representative
Company:		Company:
Signed:		Signed:
Name:		Name:
Title:		Title:
W:	C:	W: C:
EM:		EM:
Address:		Address:



**MINUTES OF WORKSHOP AND REGULAR TOWN COUNCIL
MEETING FOR THE TOWN OF CROSS ROADS
LOCATION: 1401 FM 424, CROSS ROADS, TEXAS
Monday, September 19, 2016.
WORKSHOP SESSION – 6:00 P.M.
REGULAR SESSION – 7:00 P.M.**

WORKSHOP SESSION – 6:00 P.M. 6:12 P.M.

Discussion of agenda items posted for consideration on the Regular Session Agenda for September 19, 2016

CONVENE INTO REGULAR SESSION – ESTIMATED START TIME 7:00 P.M.

Call to Order 7:14 P.M.

1. Roll Call Dan Prins, Alan Hauf, Mayor Smith, David Meek, Bruce Birdsong: present. Larry Fisher absent
2. Mayor's Announcements and Updates General update. Mayor presented former Councilmen Tony Russo a token of appreciation for his years of volunteering in Cross Roads.
3. Council members' Announcements and Updates No updates
4. Citizens Input for Items **ON** the Agenda

Complete a Citizens Input form, and hand it to the Town Secretary. Please limit your comments to three minutes in duration and you are restricted from passing your time or any portion of unused minutes on to another citizen for comment.

Kathy Ramsey thanked the Council for their support of the Library. Jim Riley discussed the proposed Animal Control ordinance and his appreciation for the Council's consideration.

5. Citizen Input for items **NOT** on the Agenda

Complete a Citizens Input form, and hand it to the Town Secretary. Please limit your comments to three minutes in duration and you are restricted from passing your time or any portion of unused minutes on to another citizen for comment. Action on your statement may only be taken at a future meeting.

No Town Council deliberation or discussion may take place during this agenda item. No one to speak

CONVENE INTO PUBLIC HEARING 7:31p.m.

6. Conduct a Public Hearing to hear input regarding approving the proposed town budget for fiscal year 2017

RECONVENE INTO REGULAR SESSION 7:32 p.m.

7. Consider and take action regarding replat application 2016-0808-01RP for Sage Crossroads, LLC for the property described as Lot 7 Block A Dan Prins made a motion to approve contingent on Mustangs approval. David Meek seconded. Motion carried
8. Consider and take action to appoint Greg Bertrand as the Town's presiding municipal judge and magistrates-Bruce Birdsong made motion to approve, Alan Hauf seconded

9. Consider and take action to appoint Stephanie Berry and Gilland Chenault as the Town's alternate presiding municipal judge and magistrates Bruce Birdsong made a motion to approve, David Meek seconded. Motion carried.
10. Consider and take action to adopt the Town of Cross Roads Town Budget for fiscal year 2017. Dan Prins made a motion to approve, Seconded by Alan Hauf. Motion carried
11. Consider and take action to adopt the Municipal Development District budget for fiscal year 2017 Alan Hauf made a motion to approve, seconded by Dan Prins. Motion carried
12. Consider and take action to adopt the Northeast Police Department budget for fiscal year 2017. David Meek made a motion to approve, seconded b Dan Prins. Motion carried
13. Consider and take action to adopt the Northeast Municipal Court budget for fiscal year 2016. Dan Prins made a motion to approve. Seconded by David Meek. Motion carried

CONSENT AGENDA

The following may be acted upon in one motion. A Town Council Member or a citizen may request items be removed from the Consent Agenda for individual consideration.

14. Consider and take action regarding the interlocal agreement for Northeast Municipal Court
15. Consider and take action authorizing the Mayor to enter into an agreement for Scofflaw with the Denton County Tax Office
16. Consider and take action authorizing Mayor to enter into an agreement for Omnibase with the Texas Department of Public Safety
18. Consider and take action regarding the interlocal agreement for Aubrey Fire Department
Pull from Consent to discuss: Funding may not be reduced by Aubrey, all funding must go to the fire department, and authorize Mayor Smith to gage between 50%-75% going to payroll Bruce Birdsong made a motion to approve ILA with added changes, Alan Hauf seconded. Motion carried
19. Consider and take action regarding the interlocal agreement for Aubrey Area Ambulance
20. Consider and take action regarding the interlocal agreement for Aubrey Area Library
21. Consider and take action regarding the interlocal agreement for Northeast Police Department
22. Consider and take action regarding the interlocal agreement for Public Improvement Assessment Collection between Denton County and Town of Cross Roads
23. Consider and take action regarding the August 15, 2016 Regular Session Town Council Meeting Minutes.

24. Consider and take action regarding the August 2016 Financial Report
25. Consider and take action to establish a bank account for Northeast Municipal Court
26. Consider and take action to add Mayor Steve Smith, Mayor Pro Tem David Meek, Becky Ross, Teddi Lee, Susan Zambrano and Brenda Sanchez as bank signatures to Town bank accounts

David Meek made a motion to approve items in the Consent Agenda. Bruce Birdsong seconded.
Motion carried

RECONVENE INTO REGULAR SESSION

27. Consider and take action to adopt the 2012 International Building Code and Amendments. David Meek made a motion to approve. Alan Hauf seconded. Motion carried
28. Review and discuss a proposed Animal Control Ordinance
Moved to beginning of meeting to discuss ordinance, Council discussed adding pet confinement, penalty and a max number of domestic animals. Council requested staff to post for required postings and bring ordinance to staff and council in October.
29. Consider and take action to adopt the Property Enhancement Incentive Policy Resolution 2016-0919-01. Table item and bring to staff meeting in October, Dan Prins made a motion to approve, Bruce Birdsong seconded. Motion carried
30. Consider and take action to appoint Bill George to the Northeast Police Department Commission Alan Hauf made a motion to appoint. David Meek seconded. Motion carried.
31. Consider and take action to appoint Municipal Development District seats 1, 3, and 5 that are expiring on September 30, 2016 David Meek made a motion to appoint Sheri Hudak, Joe Barnett and Wendy White-Stephens to the MDD Board and having Dan Prins as an alternate.
32. Town Council requests for future agenda items. No new items

Adjourn 7:44p.m.

Future meetings and events:

September 19, 2016 Town Council Meeting Agenda

Page 3 of 4

All scheduled meetings are held in the Council Chambers. All citizens are invited to participate; schedule may change.

- *Administrative Staff Meeting – Monday, October 3, 2016 at 3:00 p.m.*
- *Planning & Zoning Commission – Tuesday, October 4, 2016 at 7:00 p.m.*
- *Park Board Committee Meeting – Tuesday, October 11, 2016 at 7:00 p.m.*
- *Architectural Review Commission – Thursday, October 13, 2016 at 7:00 p.m.*
- *Municipal Development Meeting -- Thursday, October 13, 2016 at 7:00 p.m.*
- *Town Council Meeting – Monday, October 17, 2016 at 7:00 p.m.*
- *Northeast Police Department Commission Meeting – Thursday, October 15, 2016 at 7:00 p.m.*

CERTIFICATION

I, the undersigned authority, do hereby certify that this Public Meeting Notice was posted on the official bulletin board at Town 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.

Teddi Lee 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 _____, 2016.

_____, Title: _____
Hall of the Town of Cross Roads, Texas on Friday, September 16, 2016 by 5:00 p.m., in accordance with Chapter 551, Texas Government Code.

TOWN OF CROSS ROADS

CHECK DETAIL

September 2016

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
1010 CASH-OPERATING						
09/01/2016	Tax Payment		IRS	Tax Payment for Period: 08/24/2016- 08/26/2016 941/944		-2,285.72
				Federal Taxes (941/944)		-2,285.72
09/01/2016	Expense		North East Police Department	ILA POLICE SERVICES		-37,040.43
				ILA Police Services		37,040.43
09/01/2016	Check	8716	All American Dog	Animal Control		-2,385.00
				Animal Control		2,385.00
09/01/2016	Check	8717	All American Dog	Animal Control		-1,000.00
				Animal Control		1,000.00
09/01/2016	Check	8718	Protel Support	phone service labor		-261.25
				Phone service labor		261.25
09/07/2016	Check	8719	Lukes Good Striping	Parking Lot Striping		-675.00
				Town Hall Striping		675.00
09/07/2016	Check	8720	Billy Joe Lerma	Clean Town Hall		-2,215.00
				Moved tables, distributed tables, put together new tables		775.00
						800.00
						640.00
09/07/2016	Check	8721	Xerox	xerox		-239.89
				Xerox metered copies		239.89
09/07/2016	Check	8722	Mustang Special Utility District	City Hall and City Park		-289.57
				City Hall		262.69
				City Park		26.88
09/07/2016	Check	8723	JPMorgan Chase Bank NA	Keys, office supplies		-2,351.34
				Signs		331.09
				sunbelt rental		45.43
				Lowes and Home depot		117.71
				Beckys phone		91.27
				Adobe for agendas, calendar wiz		307.35
						25.23

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				broadband		309.80
				Funeral Flowers		177.50
				Bingo dobbers, cleaning supplies, plates and supplies,\$500 in prizes		591.76
				dog waste bags		88.36
				overnight mail of PID check		-22.95
09/07/2016	Check	8724	WEX	Town Card Fuel		-55.46
				Truck Fuel		55.46
09/07/2016	Check	8725	Texas Municipal Retirement System	City #00321		-2,239.86
				EMPLOYEE TMRS		-1,101.06
				EMPLOYER TMRS		-1,138.80
09/08/2016	Payroll Check	DD	Rebecca Ross	Pay Period: 08/27/2016- 09/09/2016		-2,130.40
				Direct Deposit		-2,130.40
09/08/2016	Payroll Check	DD	Ms. Susan D Zambrano	Pay Period: 08/27/2016- 09/09/2016		-1,833.03
				Direct Deposit		-1,833.03
09/08/2016	Payroll Check	DD	Teddi L. Lee	Pay Period: 08/27/2016- 09/09/2016		-1,666.58
				Direct Deposit		-1,666.58
09/15/2016	Tax Payment		IRS	Tax Payment for Period: 09/07/2016- 09/09/2016		-2,285.72
				Federal Taxes (941/944)		-2,285.72
09/19/2016	Check	8726	Nichols, Jackson, Dillard, Hager & Smith	August Invoice		-1,317.50
				August Invoice		1,317.50
09/19/2016	Check	8727	MuniServices	Sales Tax Service Reporting 2nd Quarter CPI adjustment		-823.15
						823.15
09/19/2016	Check	8728	A Smart Pest Control	Pest Control		-89.00
				Pest Control		89.00
09/19/2016	Check	8729	CoServ	Walmart light 424 & 2402FM 424		-388.63
				HWY 424 Walmart Light		12.86
				HWY 380 Walmart Light		12.86

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				2402 FM 424		23.68
				1401 FM 424 City Hall		339.23
09/19/2016	Check	8730	Pilot Point Post Signal			-33.00
				PH Budget		33.00
09/19/2016	Check	8731	Bailey Inspections	August Inspections and Review		-320.00
				August Inspections/Reviews		320.00
09/19/2016	Check	8732	Protel Support	phone service labor		-670.00
				Phone service labor		670.00
09/19/2016	Check	8733	CareFlite	Careflite Membership 2016		-48.00
				New Enrollees		48.00
09/19/2016	Check	8734	Carroll's Heating & Air Services			-850.00
				Installed return vent in server room		850.00
09/19/2016	Check	8735	Humana	OCTOBER Coverage		-18.15
				Vision for September Coverage		18.15
09/21/2016	Check	8736	Signs by Design	Business Cards		-100.00
				Business Cards		100.00
09/21/2016	Check	8737	Best Practices LLC	Available Land Summary, Prospect Letter of Interest, Meeting with MDD Board		-2,350.00
				Prepare Property Enhancement Incentive Policy		-2,350.00
09/22/2016	Payroll Check	DD	Ms. Susan D Zambrano	Pay Period: 09/10/2016- 09/23/2016		-1,833.03
				Direct Deposit		-1,833.03
09/22/2016	Payroll Check	DD	Rebecca Ross	Pay Period: 09/10/2016- 09/23/2016		-2,130.39
				Direct Deposit		-2,130.39
09/22/2016	Payroll Check	DD	Teddi L. Lee	Pay Period: 09/10/2016- 09/23/2016		-1,666.59
				Direct Deposit		-1,666.59
09/27/2016	Check	8738	Kimley Horn	Naylor Road Improvements/ Invoice -through September 31, 2016		-12,220.00

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				Naylor Road Improvements/ Invoice -through September 30, 2016		12,220.00
09/27/2016	Check	8739	Quality Excavation	Naylor Road Improvements Pay estimate 3		-357,669.70
				Naylor Road Improvements		357,669.70
09/28/2016	Tax Payment		IRS	Tax Payment for Period: 09/21/2016-09/23/2016 Payroll Taxes		-2,285.72
				Federal Taxes (941/944)		-2,285.72
09/28/2016	Check	8742	Quality Excavation	Naylor Road Improvements Pay estimate 2		-41,222.40
				Naylor Road Improvements		41,222.40
09/28/2016	Check	8743	Quality Excavation	Naylor Road Improvements Pay estimate 4		-204,821.90
				Naylor Road Improvements		204,821.90
09/28/2016	Check	8744	Brian Gilmore	September Invoice		-1,600.00
				September Invoice		1,600.00
09/28/2016	Check	8745	Kimley Horn	Park Improvement Project		-5,500.00
				Park Improvement Project		5,500.00
09/28/2016	Check	8746	Links Construction			-14,200.00
				Demo wall, install exit door, demo storage wall, install garage roll up door install threshold, patch carpet		14,200.00
09/30/2016	Check	8748	Jason R. Pool P.E.			-11,649.35
				PZ, Council Workshop, Arc, Prelim Development, Drainage, Tree Ord. Culvert Inspection		4,226.53
				Carwash		-319.93
				Chick Fil A		-1,317.10
				Corner Store		-454.60
				Craigs Collision		-137.24
				Naylor Road Project		2,232.92
				7/11 Remodel		-360.70
				Integrity Auto Care		-141.77
				Tractor Supply		-338.93
				VoC op 6&7		-1,056.01

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				Hillstone Phase 2		-932.65
				Oak Grove Retail		65.97
				Dumpster		
				Wingstop		65.00
09/30/2016	Check	8749	JPMorgan Chase Bank NA			-27,018.56
				Street Signs and Cones		1,761.95
				Cameras, desk, chair, iPads		15,794.51
				Oil Change		50.50
				Lowes-tools, master lock,		97.94
				certified mail out		6.47
				intuit, trash bags, cleaning supplies		625.13
				park benches		6,100.26
				gift for Tony		85.38
				library supplies		1,714.05
				broadband		154.90
				sr fax birch communications		627.47
09/30/2016	Check	8750	Billy Joe Lerma			-3,062.50
				cut park, cut tree at park		335.00
				Clean office, Cut office, move cabinets, clean beds,		1,125.00
				Cut Roads, pick up brush, cut fallen trees, dump fees		1,602.50
09/30/2016	Check	8751	Quality Excavation			-254,182.00
				Naylor Road Improvements Pay estimate 4		
				Naylor Road Improvements		254,182.00
PayPal Bank						
09/02/2016	Expense	6TE20923PX8806421	PayPal	Fee for PayPal Transaction (Reference: PayPal Transaction # 6TE20923PX8806421)		-3.13
				Fee for PayPal Transaction		3.13
09/07/2016	Expense	00P91904MB982412P	PayPal	Fee for PayPal Transaction (Reference: PayPal Transaction # 00P91904MB982412P)		-12.05
				Fee for PayPal Transaction		12.05
09/08/2016	Expense	6AC39532BC882164S	PayPal	Fee for PayPal Transaction (Reference: PayPal Transaction # 6AC39532BC882164S)		-1.90
				Fee for PayPal Transaction		1.90

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
09/09/2016	Expense	8TE02852NF018053V	PayPal	Fee for PayPal Transaction (Reference: PayPal Transaction # 8TE02852NF018053V)		-11.18
				Fee for PayPal Transaction		11.18
09/09/2016	Expense	4M788612C1103260D	PayPal	Fee for PayPal Transaction (Reference: PayPal Transaction # 4M788612C1103260D)		-3.13
				Fee for PayPal Transaction		3.13
09/09/2016	Expense	2XD754691E026745J	PayPal	Fee for PayPal Transaction (Reference: PayPal Transaction # 2XD754691E026745J)		-6.75
				Fee for PayPal Transaction		6.75
09/14/2016	Expense	8NA64330KU929870M	PayPal	Fee for PayPal Transaction (Reference: PayPal Transaction # 8NA64330KU929870M)		-1.90
				Fee for PayPal Transaction		1.90
09/16/2016	Expense	8DG44492MU6985239	PayPal	Fee for PayPal Transaction (Reference: PayPal Transaction # 8DG44492MU6985239)		-3.13
				Fee for PayPal Transaction		3.13
09/19/2016	Expense	9K589803RY847725H	PayPal	Fee for PayPal Transaction (Reference: PayPal Transaction # 9K589803RY847725H)		-1.35
				Fee for PayPal Transaction		1.35
09/19/2016	Expense	7SD31000XT149810V	PayPal	Fee for PayPal Transaction (Reference: PayPal Transaction # 7SD31000XT149810V)		-7.85
				Fee for PayPal Transaction		7.85
09/21/2016	Expense	78C35555F3675101F	PayPal	Fee for PayPal Transaction (Reference: PayPal Transaction # 78C35555F3675101F)		-8.55
				Fee for PayPal Transaction		8.55

Thursday, Oct 13, 2016 04:50:37 PM PDT GMT-5

DATE	CLIENT	VENDOR	MEMO/DESCRIPTION	AMOUNT
09/01/2016				1,491.00
	Harris License & Permit Service		Wingstop Alcohol Permit	175.00
	Rob Pumas Services		Porch Permit for 2251 Oak Point Drive	-376.00
	Willow Creek Signs, Inc.		Signs for Cross Roads Car Wash	-665.00
	Corner Store #1876		Cornerstore Health Inspection	-275.00
09/02/2016	PayPal Customer		Money Received (Reference: PayPal Transaction # 6TE20923PX8806421)	85.00
	PayPal Customer		Amount	85.00
09/06/2016		MDD		400,000.00
		MDD	Transfer 400k from Budget FY16	400,000.00
09/06/2016	Denton County Auditor James Wells			4,637.49
	Denton County Auditor James Wells		Naylor Road Project	4,637.49
09/07/2016	deborah@eloyconstruction.com		Money Received (Reference: PayPal Transaction # 00P91904MB982412P)	340.00
	deborah@eloyconstruction.com		Amount	340.00
09/08/2016		State Comptroller		136,539.68
		State Comptroller	Sales Tax Collection	117,034.01
		State Comptroller	Sales Tax Collection	19,505.67
09/08/2016	Admin@windmillerhomes.com		Money Received (Reference: PayPal Transaction # 6AC39532BC882164S)	50.00
	Admin@windmillerhomes.com		Amount	50.00
09/09/2016	Admin@windmillerhomes.com		Money Received (Reference: PayPal Transaction # 8TE02852NF018053V)	315.00
	Admin@windmillerhomes.com		Amount	315.00
09/09/2016	permits@starlitesign.com		Money Received (Reference: PayPal Transaction # 4M788612C1103260D)	85.00
	permits@starlitesign.com		Amount	85.00
09/09/2016	TONY VILLEGAS		Money Received (Reference: PayPal Transaction # 2XD754691E026745J)	250.00
	TONY VILLEGAS		Amount	250.00
09/14/2016	PayPal Customer		Money Received (Reference: PayPal Transaction # 8NA64330KU929870M)	50.00
	PayPal Customer		Amount	50.00
09/16/2016	permits@starlitesign.com		Money Received (Reference: PayPal Transaction # 8DG44492MU6985239)	85.00
	permits@starlitesign.com		Amount	85.00
09/19/2016				2,240.00

DATE	CLIENT	VENDOR	MEMO/DESCRIPTION	AMOUNT
	Texas Licensing Group		7/11 TABC	60.00
	Blackland Electric, Inc.		Annual Contractor Registration Fee	-50.00
	Crossroads WF, LLC		Final Plat/Zone Change/Site Plan/Professional Services Deposit for Tractor Supply	-2,130.00
09/19/2016	Starbucks			550.00
	Starbucks			-550.00
09/19/2016	DAVID NINO		Money Received (Reference: PayPal Transaction # 9K589803RY847725H)	50.00
	DAVID NINO		Amount	50.00
09/19/2016	PayPal Customer		Money Received (Reference: PayPal Transaction # 7SD31000XT149810V)	220.00
	PayPal Customer		Amount	220.00
09/21/2016	PayPal Customer		Money Received (Reference: PayPal Transaction # 78C35555F3675101F)	240.00
	PayPal Customer		Amount	240.00
09/23/2016				171,450.71
	Denton County Auditor James Wells		Naylor Road Project Reimbursement	171,442.31
		Petty Cash	deposit of \$8.40 coin	8.40
09/28/2016		MDD		2,350.00
		MDD	reimbursement from Greg Last Invoice	2,350.00