



**NOTICE 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.

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

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

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

RECONVENE INTO REGULAR SESSION

7. Consider and take action regarding replat application 2016-0808-01RP for Sage Crossroads, LLC for the property described as Lot 7 Block A
8. Consider and take action to appoint Greg Bertrand as the Town's presiding municipal judge and magistrate

9. Consider and take action to appoint Stephanie Berry and Gilland Chenault as the Town's alternate presiding municipal judge and magistrates
10. Consider and take action to adopt the Town of Cross Roads Town Budget for fiscal year 2017
11. Consider and take action to adopt the Municipal Development District budget for fiscal year 2017
12. Consider and take action to adopt the Northeast Police Department budget for fiscal year 2017
13. Consider and take action to adopt the Northeast Municipal Court budget for fiscal year 2017

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
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 District 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

RECONVENE INTO REGULAR SESSION

27. Consider and take action to adopt the 2012 International Building Code and Amendments
28. Review and discuss a proposed Animal Control Ordinance
29. Consider and take action to adopt the Property Enhancement Incentive Policy Resolution 2016-0919-01
30. Consider and take action to appoint Bill George to the Northeast Police Department Commission
31. Consider and take action to appoint Municipal Development District seats 1, 3, and 5 that are expiring on September 30, 2016
32. 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.

- *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 20, 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
September 19, 2016 Town Council Meeting Agenda

Town 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 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: _____

RECEIVED

AUG 03 2016

Town of Cross Roads

TOWN OF CROSS ROADS
PLATTING APPLICATION



DATE: _____
APPLICATION # 2016-0808-01 Plat
PROJECT: _____

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

TYPE OF PLAT

Preliminary _____ Replat _____
Final _____ Administrative/Amending _____

PLEASE SPECIFY THE PRIMARY CONTACT

Land Owner Name Sage Crossroads, LLC Signature David Foor
Applicant Name Kimley-Horn (Kris Holeyfield) Signature K Holeyfield

Project Contact Mailing Address 5750 Genesis Ct, Ste 200, Frisco, TX 75034

Project Contact Phone 317.218.9562 Email kris.holeyfield@kimley-horn.com

Proposed Project Name Lot 7 Replat Location Cross Roads Retail
Lot/Block Lot 7, Block A Abstract 642
DCAD ID 658112
Number of Lots Created 4

SUBMISSION DOCUMENTS

Fee 220.00 Legal Description _____
Map 57-T List of Neighbors Yes
Site Plan (Commercial) N/A Stamped/Addressed _____
Envelopes Yes
Drawings (4 full, 2 half) _____
OTHER (Specify) _____

APPLICATION EXPLANATION

Explanation and Description of Request or Project

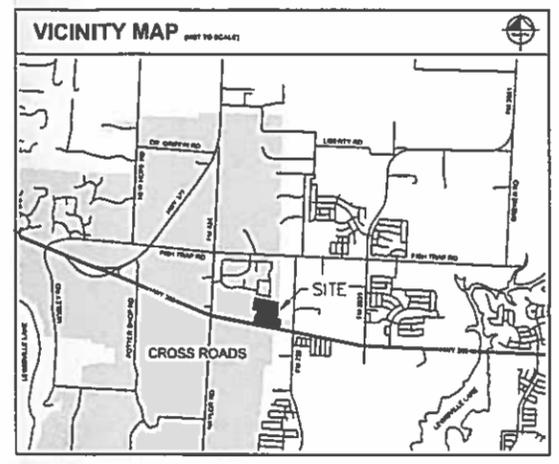
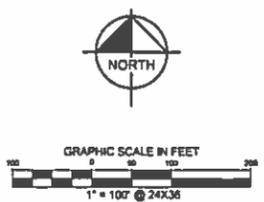
Replat Lot 7 into 4 subdivided lots

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



NOTE:

1. Selling a portion of the addition by mass and bounds is a violation of City ordinance and state laws and is subject to fines and withholding of utility and building permits.
2. All corners are 5/8-inch iron rods with a red plastic cap stamped "KHA" set, unless otherwise noted.
3. Bearing system based on the monuments found in north line of Lot 8, Block A of the Replat of Cross Roads Retail, an addition to the Town of Cross Roads, Texas according to the plat recorded in Cabinet X, Page 887 of the Plat Records of Denton County, Texas.
4. Private Fire Line Easement shall be used for the sole purpose of providing fire service to the buildings. It shall not be used for domestic or irrigation purposes.



RECEIVED
 AUG 03 2016
 Town of Cross Roads

**REPLAT
 CROSS ROADS RETAIL
 LOTS 7R1-R, 7R3, 7R4 AND 7R5
 BLOCK A**
 4 LOTS / 24.711 ACRES
 BEING A REPLAT OF LOTS 7R1, BLOCK A
 CROSS ROADS RETAIL
 TOWN OF CROSS ROADS
 DENTON COUNTY, TEXAS
 AUGUST 2016

FLOOD STATEMENT:
 According to Map No. 48121CD425G, dated April 16, 2011 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Denton County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, as affected by Letter of Map Revision, Case No. 12-08-0886P, effective December 10, 2012, a portion of this property is located in Zone AE, defined as Special Flood Hazard Areas subject to inundation by the 1% annual chance flood with base flood elevations determined. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. The flood statement shall not create liability on the part of the surveyor.

LINE TYPE LEGEND	
	BOUNDARY LINE
	EASEMENT LINE
	SHADED LINE

LEGEND	
	5/8" IRON ROD WITH RED CAP SET
	1/2" IRON ROD WITH RED CAP SET
	3/4" IRON ROD WITH RED CAP SET
	1" IRON ROD WITH RED CAP SET
	1 1/2" IRON ROD WITH RED CAP SET
	2" IRON ROD WITH RED CAP SET
	3" IRON ROD WITH RED CAP SET
	4" IRON ROD WITH RED CAP SET
	6" IRON ROD WITH RED CAP SET
	8" IRON ROD WITH RED CAP SET
	10" IRON ROD WITH RED CAP SET
	12" IRON ROD WITH RED CAP SET
	14" IRON ROD WITH RED CAP SET
	16" IRON ROD WITH RED CAP SET
	18" IRON ROD WITH RED CAP SET
	20" IRON ROD WITH RED CAP SET
	24" IRON ROD WITH RED CAP SET
	30" IRON ROD WITH RED CAP SET
	36" IRON ROD WITH RED CAP SET
	42" IRON ROD WITH RED CAP SET
	48" IRON ROD WITH RED CAP SET
	54" IRON ROD WITH RED CAP SET
	60" IRON ROD WITH RED CAP SET
	66" IRON ROD WITH RED CAP SET
	72" IRON ROD WITH RED CAP SET
	78" IRON ROD WITH RED CAP SET
	84" IRON ROD WITH RED CAP SET
	90" IRON ROD WITH RED CAP SET
	96" IRON ROD WITH RED CAP SET
	102" IRON ROD WITH RED CAP SET
	108" IRON ROD WITH RED CAP SET
	114" IRON ROD WITH RED CAP SET
	120" IRON ROD WITH RED CAP SET
	126" IRON ROD WITH RED CAP SET
	132" IRON ROD WITH RED CAP SET
	138" IRON ROD WITH RED CAP SET
	144" IRON ROD WITH RED CAP SET
	150" IRON ROD WITH RED CAP SET
	156" IRON ROD WITH RED CAP SET
	162" IRON ROD WITH RED CAP SET
	168" IRON ROD WITH RED CAP SET
	174" IRON ROD WITH RED CAP SET
	180" IRON ROD WITH RED CAP SET
	186" IRON ROD WITH RED CAP SET
	192" IRON ROD WITH RED CAP SET
	198" IRON ROD WITH RED CAP SET
	204" IRON ROD WITH RED CAP SET
	210" IRON ROD WITH RED CAP SET
	216" IRON ROD WITH RED CAP SET
	222" IRON ROD WITH RED CAP SET
	228" IRON ROD WITH RED CAP SET
	234" IRON ROD WITH RED CAP SET
	240" IRON ROD WITH RED CAP SET
	246" IRON ROD WITH RED CAP SET
	252" IRON ROD WITH RED CAP SET
	258" IRON ROD WITH RED CAP SET
	264" IRON ROD WITH RED CAP SET
	270" IRON ROD WITH RED CAP SET
	276" IRON ROD WITH RED CAP SET
	282" IRON ROD WITH RED CAP SET
	288" IRON ROD WITH RED CAP SET
	294" IRON ROD WITH RED CAP SET
	300" IRON ROD WITH RED CAP SET
	306" IRON ROD WITH RED CAP SET
	312" IRON ROD WITH RED CAP SET
	318" IRON ROD WITH RED CAP SET
	324" IRON ROD WITH RED CAP SET
	330" IRON ROD WITH RED CAP SET
	336" IRON ROD WITH RED CAP SET
	342" IRON ROD WITH RED CAP SET
	348" IRON ROD WITH RED CAP SET
	354" IRON ROD WITH RED CAP SET
	360" IRON ROD WITH RED CAP SET
	366" IRON ROD WITH RED CAP SET
	372" IRON ROD WITH RED CAP SET
	378" IRON ROD WITH RED CAP SET
	384" IRON ROD WITH RED CAP SET
	390" IRON ROD WITH RED CAP SET
	396" IRON ROD WITH RED CAP SET
	402" IRON ROD WITH RED CAP SET
	408" IRON ROD WITH RED CAP SET
	414" IRON ROD WITH RED CAP SET
	420" IRON ROD WITH RED CAP SET
	426" IRON ROD WITH RED CAP SET
	432" IRON ROD WITH RED CAP SET
	438" IRON ROD WITH RED CAP SET
	444" IRON ROD WITH RED CAP SET
	450" IRON ROD WITH RED CAP SET
	456" IRON ROD WITH RED CAP SET
	462" IRON ROD WITH RED CAP SET
	468" IRON ROD WITH RED CAP SET
	474" IRON ROD WITH RED CAP SET
	480" IRON ROD WITH RED CAP SET
	486" IRON ROD WITH RED CAP SET
	492" IRON ROD WITH RED CAP SET
	498" IRON ROD WITH RED CAP SET
	504" IRON ROD WITH RED CAP SET
	510" IRON ROD WITH RED CAP SET
	516" IRON ROD WITH RED CAP SET
	522" IRON ROD WITH RED CAP SET
	528" IRON ROD WITH RED CAP SET
	534" IRON ROD WITH RED CAP SET
	540" IRON ROD WITH RED CAP SET
	546" IRON ROD WITH RED CAP SET
	552" IRON ROD WITH RED CAP SET
	558" IRON ROD WITH RED CAP SET
	564" IRON ROD WITH RED CAP SET
	570" IRON ROD WITH RED CAP SET
	576" IRON ROD WITH RED CAP SET
	582" IRON ROD WITH RED CAP SET
	588" IRON ROD WITH RED CAP SET
	594" IRON ROD WITH RED CAP SET
	600" IRON ROD WITH RED CAP SET
	606" IRON ROD WITH RED CAP SET
	612" IRON ROD WITH RED CAP SET
	618" IRON ROD WITH RED CAP SET
	624" IRON ROD WITH RED CAP SET
	630" IRON ROD WITH RED CAP SET
	636" IRON ROD WITH RED CAP SET
	642" IRON ROD WITH RED CAP SET
	648" IRON ROD WITH RED CAP SET
	654" IRON ROD WITH RED CAP SET
	660" IRON ROD WITH RED CAP SET
	666" IRON ROD WITH RED CAP SET
	672" IRON ROD WITH RED CAP SET
	678" IRON ROD WITH RED CAP SET
	684" IRON ROD WITH RED CAP SET
	690" IRON ROD WITH RED CAP SET
	696" IRON ROD WITH RED CAP SET
	702" IRON ROD WITH RED CAP SET
	708" IRON ROD WITH RED CAP SET
	714" IRON ROD WITH RED CAP SET
	720" IRON ROD WITH RED CAP SET
	726" IRON ROD WITH RED CAP SET
	732" IRON ROD WITH RED CAP SET
	738" IRON ROD WITH RED CAP SET
	744" IRON ROD WITH RED CAP SET
	750" IRON ROD WITH RED CAP SET
	756" IRON ROD WITH RED CAP SET
	762" IRON ROD WITH RED CAP SET
	768" IRON ROD WITH RED CAP SET
	774" IRON ROD WITH RED CAP SET
	780" IRON ROD WITH RED CAP SET
	786" IRON ROD WITH RED CAP SET
	792" IRON ROD WITH RED CAP SET
	798" IRON ROD WITH RED CAP SET
	804" IRON ROD WITH RED CAP SET
	810" IRON ROD WITH RED CAP SET
	816" IRON ROD WITH RED CAP SET
	822" IRON ROD WITH RED CAP SET
	828" IRON ROD WITH RED CAP SET
	834" IRON ROD WITH RED CAP SET
	840" IRON ROD WITH RED CAP SET
	846" IRON ROD WITH RED CAP SET
	852" IRON ROD WITH RED CAP SET
	858" IRON ROD WITH RED CAP SET
	864" IRON ROD WITH RED CAP SET
	870" IRON ROD WITH RED CAP SET
	876" IRON ROD WITH RED CAP SET
	882" IRON ROD WITH RED CAP SET
	888" IRON ROD WITH RED CAP SET
	894" IRON ROD WITH RED CAP SET
	900" IRON ROD WITH RED CAP SET
	906" IRON ROD WITH RED CAP SET
	912" IRON ROD WITH RED CAP SET
	918" IRON ROD WITH RED CAP SET
	924" IRON ROD WITH RED CAP SET
	930" IRON ROD WITH RED CAP SET
	936" IRON ROD WITH RED CAP SET
	942" IRON ROD WITH RED CAP SET
	948" IRON ROD WITH RED CAP SET
	954" IRON ROD WITH RED CAP SET
	960" IRON ROD WITH RED CAP SET
	966" IRON ROD WITH RED CAP SET
	972" IRON ROD WITH RED CAP SET
	978" IRON ROD WITH RED CAP SET
	984" IRON ROD WITH RED CAP SET
	990" IRON ROD WITH RED CAP SET
	996" IRON ROD WITH RED CAP SET
	1002" IRON ROD WITH RED CAP SET

Owner:
 Sage Crossroads, LLC
 1520 Oliver Street
 Houston, Texas 77007

Representative:
 Kimley-Horn and Associates, Inc.
 5750 Glenrose Court, Suite 200
 Frisco, Texas 75034
 Phone: 972.335.3580
 Fax: 972.335.3779
 Contact: Kris Holyfield, P.E.

Kimley»Horn

5750 Glenrose Court, Suite 200
 Frisco, Texas 75034 FIRM # 10193822 Tel. No. (972) 335-3580
 Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	GC	KHA	08/01/2016	06925810	1 OF 2

DRAWN BY: KHA, CHECKED BY: KHA, DATE: 08/01/2016, PROJECT NO: 06925810, SHEET NO: 1 OF 2

OWNERS CERTIFICATE

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS SAGE CROSSROADS, LLC, is the owner of a tract of land situated in the Marcella Jones Survey, Abstract No. 062, Town of Cross Roads, Denton County, Texas, and being all of Lot 7R1, Block A of the Amended Replat of Cross Roads Retail, an Addition to the Town of Cross Roads, Texas, according to the plat thereof recorded in Document No. 2015-183 of the Plat Records of Denton County, Texas, same being a portion of a called 78.468 acre tract of land, conveyed to Sage Crossroads, LLC, as evidenced in a Special Warranty Deed with Vendor's Lien, recorded in Document No. 2013-39399 of the Official Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" found for the southeast corner of said Lot 7R1, common to the southwest corner of Lot 6 in Oak Grove Retail, an addition to the Town of Cross Roads, according to the plat thereof recorded in Cabinet Y, Page 388, said Plat Records, and on the northerly right-of-way line of U.S. Highway No. 380, a variable width public right-of-way;

THENCE North 76°40'59" West, along the southerly line of said Lot 7R1, and along the northerly right-of-way line of U.S. Highway No. 380, a distance of 619.63 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE North 82°23'37" West, continuing along the southerly line of said Lot 7R1, and the northerly right-of-way line of U.S. Highway No. 380, a distance of 100.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE North 76°40'59" West, continuing along the southerly line of said Lot 7R1, and the northerly right-of-way line of U.S. Highway No. 380, a distance of 408.99 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner at the southwest corner of said Lot 7R1, common to the southeast corner of Lot 6R in Block A of said Amended Replat of Cross Roads Retail;

THENCE North 13°18'49" East, departing the northerly right-of-way line of U.S. Highway No. 380, along the westerly line of said Lot 7R1, and along the easterly line of said Lot 6R, a distance of 318.16 feet to an "X" scribed in concrete set for the northeast corner of said Lot 6R, common to an exterior corner of said Lot 7R1, being on the southerly line of Lot 7R2 in Block A of said Amended Replat of Cross Roads Retail;

THENCE South 76°40'20" East, along the northerly line of said Lot 7R1, and along the southerly line of said Lot 7R2, a distance of 48.85 feet to an "X" scribed in concrete set for the southeast corner of said Lot 7R2, common to an interior corner of said Lot 7R1;

THENCE North 13°19'36" East, along the westerly line of said Lot 7R1, and along the easterly line of said Lot 7R2, a distance of 208.80 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northeast corner of said Lot 7R2, common to an interior corner of said Lot 7R1;

THENCE North 76°40'24" West, along the southerly line of said Lot 7R1, and along the northerly line of said Lot 7R2, a distance of 205.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northwest corner of said Lot 7R2, common to the northernmost southwest corner of said Lot 7R1, being on the easterly line of Lot 4, Block A of Replat of Cross Roads Retail, according to the plat thereof recorded in Cabinet X, Page 887 of the Plat Records of Denton County, Texas;

THENCE North 13°19'36" East, along the westerly line of said Lot 7R1, and along the easterly line of said Lot 4, a distance of 517.04 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northwest corner of said Lot 7R1, common to an exterior corner on the easterly line of said Lot 4, same being on the southerly line of Block B of Villages at Crossroads, an addition to the Town of Cross Roads, according to the plat thereof recorded in Cabinet X, Page 889, said Plat Records;

THENCE South 76°41'22" East, along the northerly line of said Lot 7R1, and along the southerly line of said Block B of Villages at Crossroads, a distance of 1002.86 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the northernmost northeast corner of said Lot 7, common to the southeast corner of said Block B of Villages at Crossroads, and on the westerly line of a called 59.204 acre tract of land described in the deed to Jennifer Hayley Whisenant Crowell, Invescrow Group, LLC, Little Bro Big Sis, and Oak Grove 380 Investors, LLC, as recorded in Document No. 2015-128308 of the Official Records of Denton County, Texas;

THENCE South 4°51'37" West, along the easterly line of said Lot 7R1, and along the westerly line of said 59.204 acre tract, a distance of 692.04 feet to a 1/2 inch iron rod with plastic cap found for the southwest corner of said 59.204 acre tract, common to a re-entrant corner on the easterly line of said Lot 7R1;

THENCE South 76°39'58" East, along a northerly line of said Lot 7R1, and along the southerly line of said 59.204 acre tract, a distance of 134.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the easternmost northeast corner of said Lot 7R1, common to the northwest corner of Lot 4 in aforesaid Oak Grove Retail addition;

THENCE South 0°02'51" East, along the easterly line of said Lot 7R1, and along the westerly line of said Lot 4 and aforesaid Lot 6 in Oak Grove Retail addition, a distance of 200.22 feet to an "X" scribed in concrete found for corner;

THENCE South 13°20'02" West, continuing along the easterly line of said Lot 7R1 and along the westerly line of said Lot 6 in Oak Grove Retail addition, a distance of 152.58 feet to the POINT OF BEGINNING and containing 24,711 acre (1,078,391 square feet) of land, more or less.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That SAGE CROSSROADS, LLC ("Owner"), acting herein by and through its duly authorized officer, does hereby adopt this plat designating the herein described property as REPLAT OF CROSS ROADS RETAIL, LOTS 7R1-R, 7R3, 7R4 AND 7R5, BLOCK A, an addition to the Town of Cross Roads, Texas (the "Town"), and does hereby dedicate to the Town:

(1) easements for the purposes shown on this plat and for the mutual benefit, use, and accommodation of all public utility entities including the Town providing services to the addition created hereby and desiring to use or using the same.

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

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

WITNESS MY HAND at _____, this _____ day of _____, 20____.

SAGE CROSSROADS, LLC

By: _____

Print Name and Title

STATE OF TEXAS §
COUNTY OF HARRIS §

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

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

NOTARY PUBLIC in and for the STATE OF TEXAS

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: I, Sylviana Gunawan, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I have prepared this plat from an actual on the ground survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with Platting Rules and Regulations of the Town of Cross Roads, Denton County, Texas.

Sylviana Gunawan, R.P.L.S. #8461
KIMLEY-HORN AND ASSOCIATES, INC.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Phone: (972) 333-3580
Fax: (972) 333-3779

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

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned Authority, A Notary Public in and for said county and state, on this day personally appeared Sylviana Gunawan, RPLS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC in and for the STATE OF TEXAS

RECEIVED
AUG 08 2016
Town of Cross Roads

Recommended for Approval

Chairperson, Planning and Zoning Commission _____ Date _____

Town of Cross Roads, Texas

Approved For Construction

Mayor, Town of Cross Roads _____ Date _____

The undersigned, the Town Secretary, of the Town of Cross Roads, Texas, hereby certifies that the foregoing amended replat of Cross Roads Retail, Lots 7R1-R, 7R3, 7R4 and 7R5, Block A, an Addition to the Town of Cross Roads was submitted to the Town Council on the _____ day of _____, 20____ and the Council, by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public parks, and water and sewer lines, as shown set forth in and upon said plat, and said Council further authorizes the Mayor to note the acceptance thereof for construction by signing his/her name as herein above described.

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

Town Secretary, Town of Cross Roads _____ Date _____

Owner: Sage Crossroads, LLC
1520 Oliver Street
Houston, Texas 77007

Representative: Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Phone: 972.333.3580
Fax: 972.333.3779
Contact: Krs Holeyfield, P.E.

Kimley-Horn logo and project details including scale, drawing by, checked by, date, project no, and sheet no.

REPLAT
CROSS ROADS RETAIL
LOTS 7R1-R, 7R3, 7R4 AND 7R5
BLOCK A
4 LOTS / 24.711 ACRES
BEING A REPLAT OF LOTS 7R1, BLOCK A
CROSS ROADS RETAIL
TOWN OF CROSS ROADS
DENTON COUNTY, TEXAS
AUGUST 2016

October - September Fiscal Year 2017		FY16 BUDGET	FY16 Projected	FY17 BUDGET
ACT #	INCOME			
	Tax Revenue			
1000	SALES TAX COLLECTIONS	1,250,000.00	1,333,784.42	1,450,000.00
1002	ROAD IMPROV. SALES TAX	205,000.00	222,297.41	240,000.00
1004	BEVERAGE TAX COLLECTIONS	10,500.00	12,359.75	12,500.00
1006	FRANCHISE TAX-TELECOM	12,790.00	13,815.52	13,750.00
1008	FRANCHISE TAX-WASTE	13,750.00	14,422.89	14,750.00
1010	FRANCHISE TAX-ELECTRIC/GAS	75,775.00	78,811.61	80,000.00
1018	FRANCHISE TAX-MUSTANG SUD	6,350.00	8,028.52	8,250.00
	Tax Revenue Total	1,574,165.00	1,683,520.12	1,819,250.00
	Building Permits and Fees			
2000	DEVELOPMENT/PLATTING PERMITS FEES	10,000.00	14,280.00	15,000.00
2002	RESIDENTIAL/COMMERCIAL BUILDING PERMITS AND INSPECTIONS	172,500.00	104,446.28	125,000.00
2004	SEPTIC PERMITS FEES	3,500.00	5,700.00	5,700.00
2006	HEALTH PERMIT INSPECTIONS FEES	5,500.00	10,385.00	5,500.00
2008	SIGNS PERMIT FEES	3,750.00	8,080.00	8,000.00
3000	ADMINISTRATIVE FEES 3705-3740	6,750.00	7,168.33	7,000.00
	Permits and Fees Total	202,000.00	150,059.61	166,200.00
	Other Income			
3002	COUNTY CONTRIBUTIONS	2,925,000.00	774,217.16	2,150,782.84
3003	MUSTANG REIMBURSEMENT		104,285.30	304,592.00
3004	MDD CONTRIBUTION	400,000.00	400,000.00	206,000.00
3006	INTEREST INCOME	3,500.00	5,200.00	4,500.00
3008	INTEREST INCOME-ROADS	350.00	675.00	350.00
	NEMC PERSONNEL REIMBURSEMENT			87,657.00
	NEPD PERSONNEL REIMBURSEMENT			43,030.00
	Other Income Total	3,328,850.00	1,284,377.46	2,796,911.84
	Gross Income	5,105,015.00	3,117,957.19	4,782,361.84
	EXPENDITURES			
	Operating			
6000	ACCOUNTING & AUDITING FEES	3,300.00	3,500.00	3,500.00
6002	ADVERTISING & PROMOTION	31,500.00	20,000.00	30,000.00
6004	SOFTWARE	14,100.00	9,500.00	10,000.00
6006	CODIFICATION SERVICES	3,500.00	375.00	1,500.00
6008	ELECTION COSTS	3,000.00	1,354.83	3,000.00
6010	INSURANCE	6,000.00	5,128.83	5,500.00
6012	LEGAL FEES	10,000.00	23,000.00	15,000.00
6014	OFFICE EXPENSES	10,000.00	9,000.00	10,000.00
6016	PUBLIC NOTICES / DUES	2,500.00	1,500.00	2,000.00
6018	REPAIR & MAINTENANCE	15,000.00	12,700.00	15,000.00
6020	VEHICLE MAINTENANCE	2,500.00	1,500.00	2,500.00
6022	TRAINING	13,500.00	7,649.84	15,000.00
6024	UTILITIES	11,500.00	11,000.00	11,500.00
6030	PAYPAL CHARGE	2,500.00	1,500.00	1,500.00
	Operating Total	128,900.00	107,708.50	126,000.00
	Developers Agreements			
6026	STANDRIDGE 212 AGREEMENT	12,500.00	11,854.35	12,500.00
6028	LOVETT 380 AGREEMENT	100,000.00	-	275,000.00
	Capital Additions Total	112,500.00	11,854.35	287,500.00
	Public Safety			
7000	POLICE DEPARTMENT SERVICES	444,485.25	444,485.00	550,801.00
7002	INTERLOCAL-AMBULANCE	15,000.00	15,000.00	15,000.00
7004	INTERLOCAL-FIRE	100,000.00	100,000.00	275,000.00
	Public Safety Total	559,485.25	559,485.00	840,801.00
	Services			
8000 A	PARK MAINTENANCE	3,500.00	4,250.00	4,000.00
8002	PARK EVENTS	2,500.00	3,362.90	9,500.00
8004	PARK IMPROVEMENT FUND	17,500.00	11,305.79	61,500.00
8006	CAREFLITE SERVICES	3,000.00	2,300.00	3,500.00
6500	CAPITAL ADDITIONS	55,000.00	36,000.00	55,000.00
8008	CITY OF AUBREY LIBRARY FUND	17,500.00	17,500.00	20,000.00

	Services Total	99,000.00	74,718.69	153,500.00
	Streets			
8500	STREET MATERIALS AND SIGNS	10,000.00	6,200.00	10,000.00
8502	STREET & ROW CLEANUP	35,000.00	28,500.00	40,000.00
8504	STREET CONTRACT / REPAIRS	3,700,000.00	1,649,850.96	2,805,560.84
	Fishtrap 2016 only	\$ 250,000.00	313,441.43	
	Streets Total	3,995,000.00	1,997,992.39	2,855,560.84
	Contract Personnel			
9000	ENGINEERING SERVICES	50,000.00	60,000.00	60,000.00
9002	RES & COM BUILDING REVIEW & INSP.	50,000.00	60,000.00	60,000.00
9004	OTHER PROFESSIONAL SERVICES	3,000.00	1,015.47	1,500.00
9006	CODE ENFORCEMENT SERVICES	4,500.00	1,750.00	2,500.00
9008	SANITARIAN SERVICES	10,000.00	12,000.00	10,000.00
9010	ANIMAL CONTROL	10,000.00	14,500.00	12,000.00
	Contract Personnel	127,500.00	149,265.47	146,000.00
	Personnel			
9500	RETIREMENT	17,500.00	16,086.62	20,500.00
9502	TAXES	15,000.00	17,300.00	25,000.00
9504	WAGES	225,000.00	205,000.00	300,000.00
9506	EMPLOYEE HEALTH BENEFITS	25,000.00	20,000.00	27,500.00
	Personnel	282,500.00	258,386.62	373,000.00
	GROSS EXPENDITURES	5,304,885.25	3,159,411.02	4,782,361.84
	GROSS INCOME	5,105,015.00	3,117,957.19	4,782,361.84
	NET INCOME (LOSS)	- 199,870.25	- 41,453.83	0.00

MDD FY2017

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	PROPOSED FY17	RESERVES
PRIOR YEAR(s) RESERVES														35,000
INCOME														
TAX REVENUES														
3011 · MDD SALES TAX	19,000	20,000	19,000	19,000	25,500	17,500	19,000	25,000	20,000	25,000	22,500	25,000	256,500	
TOTAL TAX REVENUES	19,000	20,000	19,000	19,000	25,500	17,500	19,000	25,000	20,000	25,000	22,500	25,000	256,500	
EXPENSES														
ADMINISTRATIVE/GOVERNMENTAL														
6215 · MDD ADVERTISING & PROMOTION	625	0	0	625	0	0	625	0	0	625	0	0	2,500	
62XX - MDD TRAINING EXPENSES	250	0	0	250	0	0	250	0	0	250	0	0	1,000	
62XX - MDD PLANNING / CONSULTING	1,875	0	0	1,875	0	0	1,875	0	0	1,875	0	0	7,500	
62XX - MDD TRAVEL EXPENSES	0	0	0	500	0	0	0	0	0	500	0	0	1,000	
62XX · MDD MEMBERSHIP DUES	0	0	0	500	0	0	0	0	0	0	0	0	500	
62XX- MDD BUSINESS GRANT/INCENTIVE	4,500			4,500			4,500			4,500			18,000	
62XX - TOWN WELCOME SIGNS													20,000	
62XX - MDD TOWN RECREATION AREA				3,000						3,000			6,000	
6250 · MDD ROAD PROJECTS	0	0	0	0	0	0	0	0	0	0	200,000	0	200,000	
TOTAL ADMIN/GOVERNMENTAL	7,250	0	0	11,250	0	0	7,250	0	0	10,750	200,000	0	256,500	
Net Ordinary Income	11,750	59,400	19,000	7,750	25,500	17,500	11,750	25,000	20,000	14,250	-177,500	25,000	0	35,000

2016-2017 PROPOSED BUDGET

	Current Budget	Projected Year	Proposed Budget	Difference
2010 - POLICE DEPARTMENT SERVICES				
2011 - CROSS ROADS CONTRIBUTION	444,485.25	444,485.25	550,801.00	106,315.75
2012 - KRUGVERVILLE CONTRIBUTION	222,242.62	222,242.62	236,057.00	13,814.38
2013 - MUNICIPAL COURT CONTRIBUTION	148,588.13	148,588.13	148,588.00	-0.13
2020 - GRANT REVENUE				
2040 - INTEREST INCOME				
2050 - SEIZURE INCOME				
TOTAL	815,316.00	815,316.00	935,446.00	120,130.00
8025 - DRUG TESTS	300.00	300.00	300.00	0.00
8050 - UNIFORMS	3,400.00	3,400.00	2,800.00	-600.00
8060 - PROTECTIVE CLOTHING	2,000.00	2,000.00	1,500.00	-500.00
8065 - AMMUNITION	2,500.00	1,800.00	1,600.00	-900.00
8067 - EVIDENCE SUPPLIES	1,500.00	1,000.00	500.00	-1,000.00
8070 - OFFICE SUPPLIES	5,000.00	5,000.00	3,000.00	-2,000.00
8075 - POSTAGE	300.00	300.00	150.00	-150.00
8077 - EQUIPMENT RESERVE	40,000.00	40,000.00	12,000.00	-28,000.00
8094 - COPIER RENTAL	2,800.00	2,000.00	2,200.00	-600.00
8095 - IT SUPPORT - POLICE	6,000.00	8,500.00	8,500.00	2,500.00
8130 - TRAINING / TRAVEL	8,000.00	6,000.00	7,000.00	-1,000.00
8140 - DUES & SUBSCRIPTIONS	900.00	300.00	400.00	-500.00
8160 - AUDIT SERVICES	1,500.00	1,500.00	1,500.00	0.00
8300 - LEGAL	1,000.00	1,000.00	500.00	-500.00
8500 - Prior Yr. Unexpended Capital Reserve Fund				
8076 - LANDSCAPING	600.00	600.00	600.00	0.00
3200 - ELECTRICITY	3,200.00	2,476.12	2,600.00	-600.00
8153 - WATER	450.00	393.60	450.00	0.00
8155 - BUILDING MAINTENANCE/CLEANING	1,000.00	1,000.00	500.00	-500.00
8100 - OTHER Communication	1,000.00	1,000.00	300.00	-700.00
8110 - TELEPHONE	6,500.00	6,200.00	6,600.00	100.00
8150 - RADIO MAINTENANCE	1,000.00	1,000.00	1,000.00	0.00
8170 - SOFTWARE/UPDATE MAINTENANCE	8,705.00	8,705.00	9,237.00	532.00
8154 - DCSO - DISPATCH FEES	25,991.00	25,991.00	20,034.00	-5,957.00
8005 - PAYROLL OT/HOLIDAY	32,000.00	35,000.00	30,000.00	-2,000.00
8010 - EMPLOYEE WAGES	468,416.00	427,593.90	587,559.00	119,143.00
8015 - Workers Compensation	9,000.00	11,867.00	17,960.00	8,960.00
8020 - PAYROLL TAXES SS/MED (6.25%)(1.45%)	38,532.00	30,636.00	47,598.00	9,066.00
8025- Quick Books Payroll Fee	0.00	0.00	400.00	400.00
8035 - TMRS (7.76%)(7.73%)	38,682.00	36,227.72	53,741.00	15,059.00
8040 - MED. INS. (\$490.00)	47,040.00	41,160.00	57,417.00	10,377.00
8045 - Liability	11,000.00	10,402.00	13,500.00	2,500.00
8085 - GAS	40,000.00	23,012.04	35,000.00	-5,000.00
8090 - VEHICLE MAINTENANCE	7,000.00	7,000.00	9,000.00	2,000.00
TOTAL	815,316.00	743,364.38	935,446.00	120,130.00

CRS RDS NEMC FY17 BUDGET	
INCOME	
COURT RECEIPTS, FINES	\$ 273,000.00
TECHNOLOGY	\$ 6,800.00
SECURITY	\$ 5,000.00
CREDIT CARD PROCESSING FEE	\$ 5,000.00
INTEREST	\$ 200.00
Total	\$ 290,000.00
EXPENSES	
Personnel Wages/Benefits	
JUDGE	\$ 12,000.00
PROSECUTOR	\$ 20,000.00
COURT STAFF REIMBURSEMENT	\$ 75,000.00
AUDIT	\$ 2,500.00
NEPD REIMBURSEMENT	\$ 148,588.13
Office Expense	
SUPPLIES	\$ 5,000.00
TECHNOLOGY/SECURITY	\$ 17,000.00
TRAINING	\$ 3,500.00
BANK FEES/CREDIT CARD FEES	\$ 5,000.00
JURY	\$ 1,000.00
Total	\$ 289,588.13
GROSS INCOME	\$ 290,000.00
GROSS EXPENDITURES	\$ 289,588.13
NET INCOME	\$ 411.87

WHEREAS, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the "Act").

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, KRUGERVILLE AND CROSS ROADS HEREBY AGREE TO THE FOLLOWING:

- Section 1. All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Section 2. **Term.** This Agreement shall be for a term concurrent with that certain Northeast Police Department Agreement ("POLICE AGREEMENT"), an interlocal agreement entered into by KRUGERVILLE and CROSS ROADS establishing a joint police department, and the term and duration of this Agreement shall coincide with the POLICE AGREEMENT.
- Section 3. **Scope of Services to be provided by CROSS ROADS.** CROSS ROADS hereby agrees to provide KRUGERVILLE the following equipment, services, personnel and facilities:
- a. Commencing October 1, 2016, at 12:01 a.m., CROSS ROADS will provide municipal court services at the CROSS ROADS municipal court facilities. The Municipal Judge will be selected by CROSS ROADS and appointed by both KRUGERVILLE and CROSS ROADS (as described in **Exhibit "A"**) and will establish a mutually agreeable practice for municipal court proceedings and daily arraignment protocol of all prisoners. CROSS ROADS will provide the necessary facilities, security, administrative oversight, financial management, general court staffing and other employees to properly supervise and operate the combined municipal court facility. Municipal court services shall include at a minimum, but not necessarily be limited to, the following:
 1. Enforcement of Class C misdemeanor criminal laws and ordinance violations which occur in KRUGERVILLE including the interpretation, application and enforcement of KRUGERVILLE ordinances and state law, as well as the adjudication of all matters both civil and criminal that may be within the jurisdiction of municipal courts of the State of Texas;
 2. Maintenance of all citations and other applicable records related to citations issued in KRUGERVILLE;
 3. Completion of reports on convictions and submission to the State of Texas or other reports as required or agreed upon;
 4. Informing all defendants of citations issued in KRUGERVILLE of their legal options under the laws of the State of Texas;
 5. Providing Municipal Court judicial services including trials, property hearings, arraignments, warrant issuance, juror notification, setting of

bonds, other judicial proceedings and magistrate services;

6. Providing financial reports to KRUGERVILLE and other reports as required by external audit firms as required by Generally Accepted Accounting Principles (GAAP) to be used by KRUGERVILLE for compliance with GAAP;
 7. Annual Municipal Court audit must be completed within 90 days after close of fiscal year.
 8. One time court processes audit must be completed by January 1, 2015
 9. Ensure new or amended ordinances are uploaded to court and citation systems no more than 30 days after notification of such change.
 10. Maintaining a service level to KRUGERVILLE that complies with all applicable standards for the court function as required presently and in the future by the Commission on Accreditation for Law Enforcement Agencies, Inc.
- b. All Human Resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide municipal court services for KRUGERVILLE and CROSS ROADS, including providing all employee policies and procedures and the administration thereof shall be provided by CROSS ROADS.
 - c. CROSS ROADS shall prepare and administer reports as shown on Exhibit "B."
 - d. CROSS ROADS shall contract for and pay directly to the contractor all costs associated with prosecution services.
 - e. CROSS ROADS will oversee all court personnel and handle all court accounting.

Section 4. Funding Obligations.

- a. Through the POLICE AGREEMENT, entered into between CROSS ROADS and KRUGERVILLE, as well as independently through this AGREEMENT, KRUGERVILLE agrees to pay to CROSS ROADS the amount specified each fiscal year towards funding of the budget as approved by the contracting municipalities for the NORTHEAST POLICE DEPARTMENT and the combined municipal court services provided for by this AGREEMENT. Such annual funding constitutes consideration for this AGREEMENT, as well as the POLICE AGREEMENT. The foregoing amount is not intended to be a funding obligation that is in addition to the funding obligation in the POLICE AGREEMENT. This Agreement shall not supersede the due dates and amounts of payments set forth in the POLICE AGREEMENT.
- b. CROSS ROADS shall contract for and pay directly to the contractor all costs associated with prosecution services for KRUGERVILLE-related court actions.

- c. All court revenue received during any given fiscal year in excess of the budgeted amount of revenues for the municipal court for that fiscal year shall be applied in the following manner:
 - 1. Into designated reserve funds to be funded up to an amount equal to three months projected operating expenses for both the courts and police operations. The three months of police funds will be transferred to CROSS ROADS only after three months of Court projected operating expenses have been reached.
 - 2. All funds earned during any fiscal year in excess of the reserve funds shall be distributed to each municipality based upon each municipality's respective percentage contributions to the court and police operations for that fiscal year.

Section 5. Cancellation.

- a. KRUGERVILLE shall have the right to terminate, based on the provisions of this Agreement, if CROSS ROADS breaches any of its terms or fails to perform any of the obligations it imposes, and then fails to cure the breach or failure within thirty (30) days following written notice from KRUGERVILLE. If the Agreement is terminated under this paragraph, CROSS ROADS shall be entitled to retain money already received prorated to the period from the last payment until the date of termination, and shall refund the remainder to KRUGERVILLE.
- b. After the initial twenty-four (24) months of this Agreement, all parties shall have the right to terminate this Agreement by giving written notice at least six (6) months prior to October 1 of the year in which notice is given. All payments by CROSS ROADS to KRUGERVILLE shall continue until the cancellation date or as mutually agreed to by both parties.
- c. Unless otherwise agreed by the parties, this Agreement shall automatically terminate upon the termination of the POLICE AGREEMENT.

Section 6. Notices. All notices required or provided for in this Agreement shall be sent to the following parties by certified mail — return receipt requested:

City of Krugerville
 5097 Highway 377
 Krugerville, Texas 76227

Town of Cross Roads
 1401 FM 424
 Cross Roads, Texas 76227

Section 7. Dispute Resolution. Immediate performance complaints or concerns should be addressed by communicating the problem to the Municipal Court Administrator.

In order to ensure an effective relationship between the parties and to provide the best possible public services, it is mutually agreed that all remaining unresolved questions or concerns arising under this Agreement shall be handled and attempted to be resolved between the Mayors of KRUGERVILLE and CROSS ROADS.

Any issues not resolved hereunder may be referred to the respective governing bodies for resolution and if necessary, the parties hereby agree to the appointment of a court-certified (certified in Denton County) Mediator to assist in resolving said dispute as a prerequisite to the filing of any lawsuit over such issues.

Section 8. **Venue.** Venue for any legal dispute arising pursuant to this Agreement shall lie in Denton County, Texas. No litigation shall be commenced prior to both parties completion of mediation in accordance with Section 7.

Section 9. **Independent contractor.** All parties mutually agree that CROSS ROADS is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of CROSS ROADS in no way are to be considered employees of KRUGERVILLE. The employment rights of CROSS ROADS personnel assigned under this Agreement will not be abridged.

Section 10. **Indemnification.** To the extent allowed by law, CROSS ROADS hereby agrees to indemnify, defend and otherwise hold harmless KRUGERVILLE, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind that occurred on or after October 1, 2016 which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to CROSS ROADS' performance of municipal court services under this Agreement including any intentional or negligent acts or omissions of CROSS ROADS' officials, officers, agents or employees relating to or arising out of the performance of the municipal court.

KRUGERVILLE and CROSS ROADS each agree to accept full responsibility for the actions of their own officers, agents and employees in the operation of the municipal court, and to the extent allowed by law each party hereby agrees to indemnify, defend and otherwise hold harmless the other party, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to the intentional or negligent acts or omissions of that party, its officers, agents or employees, in the operation of the municipal court under this Agreement.

It is expressly understood and agreed that, in the execution of this Agreement, KRUGERVILLE and CROSS ROADS do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, KRUGERVILLE and CROSS ROADS do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto.

Section 11. **Municipal Court Facility.** In the event that the municipal court facilities located at CROSS ROADS is damaged due to a natural or a manmade disaster and is unusable, CROSS ROADS will have a contingency plan to

continue to provide the services under this Agreement at another facility within Denton County.

Section 12. **Annual Review.** Annually, at the time the cost for municipal court services are re-calculated, this Agreement will be reviewed by both parties for needed clarification and or revisions. This Agreement may only be modified, changed or altered at any time, upon mutual agreement of parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of KRUGERVILLE and CROSS ROADS.

Section 13. **Additional Parties.** Additional parties may be added to this Agreement with the mutual consent of the governing bodies of KRUGERVILLE and CROSS ROADS respectively.

Section 14. This Agreement has been approved by the governing bodies of KRUGERVILLE and CROSS ROADS, respectively. The execution of this Agreement has been authorized by an act of the governing bodies of KRUGERVILLE and CROSS ROADS at a duly called and posted meeting. This Agreement shall become effective at 12:01 a.m. on October 1, 2016 (the "Effective Date"). Any tickets or citations issued prior to the Effective Date shall be adjudicated in accordance with any prior Agreements or, if none, then the municipality in which the incident arose or the citation or ticket was issued.

EXECUTED in multiple originals on the date first shown above.

CITY OF KRUGERVILLE, TEXAS

ATTEST:

By _____
Mayor

City Secretary

TOWN OF CROSS ROADS, TEXAS

By _____
Mayor

Town Secretary

Exhibit A

KRUGERVILLE and CROSS ROADS recognize that the combined Municipal Court will operate most efficiently with the appointment of a single Municipal Court Judge to serve both municipalities, and the parties will endeavor to achieve that goal.

Upon appointment, the Municipal Court Judge will be responsible for all judicial services for the combined Court, including but not limited to the following: adjudication of all cases, plea dockets, trial dockets (both before the court and jury trials), property hearings, arraignments, emergency protective order hearings, dangerous dog hearings, warrant issuance (including search, arrest, and blood warrants), juror notification, setting of bonds, other judicial proceedings and magistrate services. The Municipal Judge shall propose to the CROSS ROADS Town Council a temporary replacement(s) who shall perform the duties of the Municipal Judge in his/her absence. If for any reason, the Municipal Court Judge is unable to attend to his/her duties on a given date, the Judge must notify the Court Administrator. Any temporary replacement Judge will be compensated by the Municipal Court Judge out of his/her salary.

Exhibit B

CROSS ROADS will prepare the following reports and submit for KRUGERVILLE the following State of Texas Reports:

Official Municipal Court Monthly Report (monthly) State Criminal Costs and Fees (quarterly)

DR18 — Notice of Final Conviction (quarterly)

And all other reports required by legislative changes at the mandated frequency level

Other reports:

P&L Statements (quarterly)

And all other reports requested by KRUGERVILLE for outside service provider

Financial reports for KRUGERVILLE

Financial reports necessary to facilitate appropriate recording of fine and forfeiture revenue, cash bonds posted, state tax liability

And any other reasonable reports deemed necessary by KRUGERVILLE to facilitate financial reporting.

Other reports for KRUGERVILLE

Reports available through court and/or financial software to respond to KRUGERVILLE open records requests.

INTERLOCAL COOPERATION AGREEMENT FOR FIRE SERVICE

THIS AGREEMENT is made and entered into on the 19 day of September 2016, by and between the City of Aubrey, a municipality of Denton County, Texas, hereinafter referred to as "**AUBREY**," and the City of Cross Roads, a municipality of Denton County, Texas, hereinafter referred to as "**CROSS ROADS**."

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

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

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

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

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

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

I. TERM

The term of this Agreement shall be for the period from October 1, 2016, through September 30, 2017 ("Term").

II. FIRE SERVICE

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

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

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

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

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

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

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

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

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

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

III. PAYMENT FOR SERVICE

3.1 **CROSS ROADS** shall pay **AUBREY** \$250,000.00 for the Fire Service, and said payment shall be due within 30 days of the beginning of the Term of this Agreement. Cross Roads may remit payment in quarterly installments, the first payment being due and payable October 1, 2016.

3.2 **CROSS ROADS** and **AUBREY** agree that the charge of \$250,000.00 for the Fire Service is based upon experience and actual costs incurred by **AUBREY** and is a reasonable estimate of the cost for providing said services.

IV. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

CITY OF AUBREY

TOWN OF CROSS ROADS

Mayor

Mayor

ATTEST:

ATTEST:

City Secretary

Town Secretary



AUBREY AREA AMBULANCE

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

MICHAEL STARR
ADMINISTRATOR

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF DENTON

EMERGENCY AMBULANCE SERVICES

This Agreement is made on this 19 day of September 2016 by and between the Aubrey Area Ambulance (“AAA”) and the Town of Cross Roads, Texas (“Cross Roads”).

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

I.

Services to be Performed

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

II.

Duration of Agreement

This contract shall become effective on October 1, 2017, and shall continue in full force and effect thereafter until September 30, 2017 or terminated by either party upon sixty(60) days written notice to the other.

III.

Compensation

Cross Roads shall pay AAA for the services referred to in Paragraph I at the rate of \$ 15,000.00/year.



AUBREY AREA AMBULANCE

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

MICHAEL STARR
ADMINISTRATOR

IV.

Relationship of Parties

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

V.

Notice to Parties

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

VI.

Miscellaneous Provisions

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

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

AUBREY AREA AMBULANCE

TOWN OF CROSS ROADS

Administrator : Michael Starr

Mayor : _____

Michael Starr

Date : 9-12-16

Date : _____

2016-2017

INTERLOCAL COOPERATION AGREEMENT FOR LIBRARY SERVICE

THIS AGREEMENT is made and entered into on the__19__ day of September, 2016, by and between the City of Aubrey, a municipality of Denton County, and Texas, hereinafter referred to as "**AUBREY**", and the City of Cross Roads, a municipality of Denton County, Texas, hereinafter referred to as "**CROSS ROADS**".

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

WHEREAS, AUBREY is a duly organized political subdivision of Denton County, Texas, engaged in the provision of library service and related services for the benefit of the citizens of **AUBREY**; and

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

WHEREAS, CROSS ROADS has requested, and **AUBREY** has agreed, to provide Library Service, as hereinafter defined, for the residents of **CROSS ROADS**; and

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

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

I. TERM

The term of this Agreement shall be for the period from October 1, 2016, through September 30, 2017 ("Term").

II. LIBRARY SERVICE

2.1 For the purposes and consideration herein stated and contemplated, **AUBREY** will provide Library Service for the residents of **CROSS ROADS** without regard to race, religion, color, age, disability, and/or national origin, and under the same terms and conditions as residents of **Aubrey**. Upon proper proof by individual(s) of residence in **CROSS ROADS**, such individual(s) shall be entitled to receive Library Service during the Term of this Agreement.

2.2 For the purposes of this Agreement, "Library Service" means the general library-related services provided to citizens of **AUBREY**. The obligation of **AUBREY** to provide such services shall terminate upon expiration or earlier termination of this Agreement.

2.03 **CROSS ROADS** understands and agrees that **AUBREY** is not, and shall not, be required to purchase or furnish any additional equipment, facilities, materials, or items of any type or nature for Library Service to comply with this Agreement.

III. PAYMENT FOR SERVICES

CROSS ROADS shall pay **AUBREY** \$13,500 for Library Service. Cross Roads may remit payment in quarterly installments, the first payment being due and payable October 1, 2016.

IV. MISCELLANEOUS

4.1 **AUBREY** will provide **CROSS ROADS** with quarterly reports in the same format and containing the same information as is given to **AUBREY'S** governing body. In addition, **AUBREY** shall furnish to **Cross Roads** an annual report to consist of audit reports of the financial accounts of the library's operations, showing both income and expenditures, and summaries of operations and programs.

4.2 This agreement may be terminated by either party without cause by transmittal of written notice of termination sent at least thirty (30) days prior to the stated termination date. This agreement may be terminated by either party on ten (10) days' written notice should the other party be in default in any term or condition of this agreement. **AUBREY** shall refund any and all pro rata payments to **Cross Roads** in the event of early termination.

4.3 **AUBREY** shall at all times exercise reasonable precautions for the safety of employees, participants and others on or near the library premises and shall comply with all applicable provisions of federal, state, municipal safety laws.

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

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

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

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

4.7 This Agreement may be terminated, at any time, by either party by giving thirty (30) days advance written notice to the other party. In the event of such termination by either party, **AUBREY** shall be compensated pro rata for all services performed to the termination date. In the event of such termination, should **AUBREY** be overcompensated on a pro rata basis for all services performed to the termination date, **CROSS ROADS** shall be reimbursed pro rata for all such overcompensation.

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

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

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

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

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

CITY OF AUBREY

TOWN OF CROSS ROADS

Mayor

Mayor

ATTEST:

ATTEST:

City Secretary

Town Secretary

NORTHEAST POLICE DEPARTMENT AGREEMENT

THE STATE OF TEXAS)
)
COUNTY OF DENTON) **KNOW ALL MEN BY THESE PRESENTS:**

THIS AGREEMENT (“Agreement”) is entered into by and between the CITY OF KRUGERVILLE, TEXAS (“KRUGERVILLE”), a Type A general-law municipality, and the TOWN OF CROSS ROADS, TEXAS (“CROSS ROADS”), a Type A general-law municipality, both of which municipalities are hereinafter sometimes referred to as “contracting municipalities.”

WHEREAS, KRUGERVILLE has for a number of years operated a police department, commonly known as the Krugerville Police Department, for the enforcement of law, preservation of the peace, and police protection for the benefit of KRUGERVILLE; and

WHEREAS, CROSS ROADS has not had law enforcement, preservation of the peace, and police protection for its city through a police department; and

WHEREAS, KRUGERVILLE and CROSS ROADS now wish to establish a common municipal police department; and

WHEREAS, pursuant to the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, the contracting municipalities desire to create and establish a jointly owned and operated municipal police department, to be known as the “NORTHEAST POLICE DEPARTMENT”; and

WHEREAS, to supervise and administer the provisions of this Agreement and the affairs of such NORTHEAST POLICE DEPARTMENT (sometimes referred to in this Agreement as the “Department”), it is the desire of the contracting municipalities to create a Board of Commissioners of the NORTHEAST POLICE DEPARTMENT, hereinafter sometimes referred to as the “Board of Commissioners”; and

WHEREAS, the contracting municipalities intend and do hereby agree that the NORTHEAST POLICE DEPARTMENT and the Board of Commissioners, as the successor to the existing Krugerville Police Department, shall continue to enjoy the privileges and immunities of a municipal police department under the laws of the State of Texas and the United States; and

WHEREAS, KRUGERVILLE and CROSS ROADS wish to contract with each other to create the NORTHEAST POLICE DEPARTMENT to furnish such police services subject to the supervision and administration of the Board of Commissioners, as well as contracting by separate interlocal agreement to create a combined municipal court; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual benefits to be derived hereunder, KRUGERVILLE and CROSSROADS do hereby AGREE, COVENANT and BIND themselves as follows:

1. Amended Agreement. This Agreement supersedes and replaces in its entirety the Northeast Police Department Agreements approved by KRUGERVILLE and CROSSROADS on August 27, 2013 and September 24, 2014.

2. Term: The initial term of this Agreement shall be from October 1, 2016, at 12:01 a.m., and until September 30, 2018, at 12:00 midnight, and shall be automatically renewed for additional periods of two years each, such renewal terms to commence on October 1 of the appropriate year and continue until September 30 of the next following year, unless written notice of termination or dissolution is received from one or more of the parties at least six (6) months prior to the expiration date of this Agreement or of any renewal term.

3. Police Services: The NORTHEAST POLICE DEPARTMENT shall provide law enforcement personnel, each of whom shall be commissioned as a peace officer by each of the contracting municipalities, for the preservation of the peace in the contracting municipalities.

4. Immunity From Liability: It is understood that the governmental immunity from liability to which a municipality or its police department is entitled under the law is extended to and includes the NORTHEAST POLICE DEPARTMENT, its Board of Commissioners, and the contracting municipalities.

5. Northeast Police Department: KRUGERVILLE and CROSSROADS, being the contracting municipalities, do hereby create, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, the NORTHEAST POLICE DEPARTMENT, which shall be jointly owned and operated by the contracting municipalities, for the furnishing of police services to the contracting municipalities.

6. Board of Commissioners: The affairs of the NORTHEAST POLICE DEPARTMENT shall be administered by a six (6) member Board of Commissioners, to serve without pay, of which one member shall serve as the Commission Chair who shall only be authorized to vote in the event of a tie vote of the Board of Commissioners. The Board of Commissioners shall consist of two (2) commissioners from KRUGERVILLE and Four (4) commissioners from CROSSROADS. The commissioners representing each of the contracting municipalities on the Board of Commissioners shall be named thereto as the representative of that contracting municipality by formal resolution of the governing body of each contracting municipality. Commissioners shall serve a term of two (2) years to commence on October 1 of the appropriate year and continue until September 30 of the next following year.

Commissioners so named by any contracting municipality may be changed at will by formal resolution of the governing body of that contracting municipality. In the event there is such a change of commissioner by a contracting municipality, the contracting municipality making such a change shall immediately give notice as provided herein by furnishing a copy of

the resolution of change to the other contracting municipality. The Board of Commissioners is empowered specifically to:

- (a) Draft a constitution, by-laws, and procedures for the orderly execution of its duties; provided, however, such constitution and by-laws shall not become effective until they have been approved by the governing body of both of the contracting municipalities.
- (b) Prepare and submit annual budgets on a calendar year basis to the contracting municipalities by July 31 of each year.
- (c) Prescribe a table of organization and provide or assist in the provision of the police services described herein as may be deemed necessary by the Board of Commissioners.
- (d) Determine the policies for the Chief of Police in the use of the police resources and services described.
- (e) Purchase, receive, lease or otherwise acquire, use, and otherwise deal in and with any personal property necessary to the performance of the police services described herein.
- (f) Keep and maintain an account with financial institutions in which the income of the Department may be deposited and its expenses, bills and costs paid.
- (g) Maintain its accounting records in accordance with the generally accepted accounting principles. The records shall be kept at the Town of Cross Roads. Such records shall be available at all reasonable times for inspection by a representative duly authorized by the governing body of both of the contracting municipalities.
- (h) To the extent permitted by law, enter into such contracts, within the limits of the applicable approved budget, and exercise all powers necessary or appropriate to effectuate any or all of the purposes and powers described above, but shall not incur any indebtedness beyond that which may be satisfied from its budget for the fiscal year in which the indebtedness is incurred, and may not, without written resolution or ordinance adopted by the governing body of each contracting municipality, incur any obligation that may be binding on either municipality.
- (i) To employ, assign, reassign, promote, demote, discipline and discharge any and all officers and employees of the NORTHEAST POLICE DEPARTMENT, all of whom shall serve and hold their offices of employment at the pleasure of the Board of Commissioners. It is specifically provided, however, that said Board of Commissioners may by resolution duly

adopted delegate to the Chief of Police of the NORTHEAST POLICE DEPARTMENT any or all of the following authority: to employ, assign, reassign, promote, or demote all or specified personnel within the Department, to discipline any officer or employee of the Department by suspension from duty without pay, to adopt, administer and enforce general and operational orders, and to manage the daily affairs of the Department.

- (j) To establish a police reserve force subject to the following conditions and limitations:
- 1) members of the police reserve force (“Reserve Officers”) shall be appointed by, and serve at the discretion of, the Chief of Police;
 - 2) appointments of Reserve Officers shall not be effective unless and until approved by the Board of Commissioners;
 - 3) Reserve Officers may act only in a supplementary capacity to the regular police force and may not assume the full-time duties of regular police officers without first complying with all requirements applicable to the qualification and appointment of regular police officers;
 - 4) the number of Reserve Officers shall not exceed the number of regular police officers employed by the Department;
 - 5) Reserve officers may carry weapons and act as peace officers only after their appointment has been approved by the Board of Commissioners and only during such time as they are called into service by the Chief of Police;
 - 6) the Chief of Police may call the Reserve force into service at any time the Chief considers it necessary to have additional officers to preserve the peace and enforce the laws; and
 - 7) Reserve Officers shall be required to meet all applicable requirements of the Texas Commission on Law Enforcement Standards and Education.
 - 8) The Board of Commissioners may establish such rules and policies concerning Reserve Officers as it deems appropriate provided that such rules and policies are consistent with state law and the terms of this Agreement.

- (k) To the extent permitted by law, to lease, on behalf of the Northeast Police Department, real property necessary for the performance of the police services described herein.

The Board of Commissioners shall hold at least four meetings a year. A majority of the regular voting members of the Board of Commissioners (*i.e.*, three Commissioners) shall constitute a quorum for the transaction of business. Any action of the Board of Commissioners must be approved by the favorable vote of a majority of its members.

7. Chair of the Board of Commissioners: A member of the Board of Commissioners shall be designated as Chair. The Chair shall call and preside at all meetings of the Board of Commissioners but shall not be a voting member except in the event of a tie vote of the Board of Commissioners. The position of Chair shall be held each fiscal year by a member from CROSS ROADS beginning October 1, 2016.

8. Cross Roads Responsibilities

CROSS ROADS shall be responsible for the following:

- (a) Collect the funds paid by each contracting municipality for the provision of police services as contracted for herein and pursuant to the formula for payment set forth herein.
- (b) Disburse the collected funds for the purposes and to the extent authorized in the budget approved by the contracting cities to procure and provide those items and services contemplated by this Agreement. Any intra-budget transfer of funds in excess of 5% of the respective annual budget must first be approved by the governing body of both the contracting cities. Although only Commission approval is required to utilize and incorporate prior year unexpended capitol reserve funds into the budget throughout the year as Councils have already authorized its use.
- (c) Prepare quarterly statements of accounts, income, and expense paid during said quarter and cumulatively during the current calendar year on an accrual basis. Copies of such statements are to be delivered to each of the contracting municipalities quarterly.
- (d) Contract an independent auditor to conduct an annual audit of NORTHEAST POLICE DEPARTMENT'S financial accounting within 90 days after the close of the fiscal year.
- (e) Contract an independent auditor to conduct an annual audit of NORTHEAST MUNICIPAL COURTS financial accounting to be completed within 90 days after the close of the fiscal year.

9. Krugerville Responsibilities

KRUGERVILLE shall be responsible for the following:

- (a) Prepare quarterly statements of payroll, income, and expense paid during said month and cumulatively during the current calendar year on an accrual basis. Copies of such statements are to be delivered to each of the contracting municipalities quarterly.
- (b) May keep and maintain all existing personnel of the Department as employees of KRUGERVILLE for TMRS reporting only at the direction of the Commission. All personnel and benefits shall be subject to the control and supervision of the Commissioners. Future employees will be carried as an employee by either municipality as determined by the Commission at the time of hire for TMRS purposes. Current employees may request municipality transfer to either city, with approval by both Commission and receiving municipality, for TMRS purposes.
- (c) Krugerville will keep TMRS benefits to 7% with a 2 to 1 match rate.

10. Funding: KRUGERVILLE agrees to provide 30% (percent) per fiscal year and CROSS ROADS agrees to provide 70% (percent) per fiscal year towards funding of the budget as approved by the contracting municipalities for the NORTHEAST POLICE DEPARTMENT. The amount due by each contracting municipality shall be paid in twelve (12) equal monthly installments beginning on the October 1st and continuing thereafter on the first day of each succeeding month.

Although it is contemplated that the needs of the contracting municipalities for police services and court services will be relatively equal, the Board of Commissioners shall proceed to devise a reasonable formula to determine usage of police and court services by both contracting municipalities. The formula shall be submitted to the contracting municipalities for their approval. After this Agreement has been in force for two years, so as to eliminate any abnormal demand of any particular contracting municipality caused by isolated incidents, the Board of Commissioners shall by August 1 of each year apply the formula to determine the average use of police services by each contracting municipality during the previous two-year period.

Each contracting municipality's share of such cost, thereafter, shall be upon a use basis, as determined from year-to-year to be paid by each contracting municipality as provided herein, and each contracting municipality's new or revised percentage shall be determined for the ensuing year prior to August 1 of each year, and the new or revised percentage shall become effective on the following October 1.

In the event that funding for the Department in any fiscal year is inadequate, any operating losses, deficits or capital or financial needs of the Department shall be provided by the

contracting municipalities based on the formula set forth in the foregoing paragraph or, if no formula has been established, then on a 70/30 percent split, whereby CROSS ROADS shall be responsible for 70% (percent) of the expense and KRUGERVILLE shall be responsible for 30% (percent) of the expense.

All books and records of the Department shall be open and available for inspection, review and/or audit by either contracting municipality, at that municipality's expense.

10a. Additional Police Services. Notwithstanding any other provision of this Agreement, should a contracting city desire additional police services over and above that provided on a substantially equal basis to all contracting cities under the terms of this Agreement, such contracting city shall make a request in writing to the other contracting city for such additional police services. Such request shall specify the number of police officers desired for additional service and the period of time for which such additional service is desired.

If the governing bodies of both contracting cities agree in writing to such request and to the extent, time, and manner in which the requesting city shall pay for such additional services, such written agreement shall be forwarded to the Board of Commissioners and shall constitute authorization and requirement for said Board to fulfill such request, in accordance with the terms and conditions of such written agreement, at the earliest possible time.

11. Ownership: To the extent permitted by law, the NORTHEAST POLICE DEPARTMENT shall hold title to all equipment and vehicles acquired and used by it and shall be permitted to enter into any and all lease agreements in the capacity of tenant or landlord thereunder. Such property shall be held or leased, as applicable, in trust for the contracting municipalities.

12. Notice: Any notice required to be given by terms of this Agreement shall be given by registered or certified mail, return receipt requested, to the contracting municipalities at the following mailing addresses:

City of Krugerville
5097 Highway 377
Krugerville, Texas 76227

Town of Cross Roads
1401 FM 424
Cross Roads, Texas 76227

Notice also may be given by actual delivery of notice to the office of the contracting municipality during normal business hours on Monday through Friday, except on national holidays. Notice of a change of address shall be given in like manner.

13. Service of Process: Upon receipt of service of process naming it, the NORTHEAST POLICE DEPARTMENT, as the police department for the contracting municipalities, the Board of Commissioners shall cause a complete copy of such process to be delivered promptly to both of the contracting municipalities.

14. Citations Not Accepted: The Board of Commissioners of the NORTHEAST POLICE DEPARTMENT is not authorized to and shall not accept service of citation or other process for the contracting municipalities upon matters which are the subject of this Agreement.

15. Insurance: For the protection of the officers and employees of the NORTHEAST POLICE DEPARTMENT, the Board of Commissioners and employees thereof, the contracting municipalities, their respective mayors, councilmembers, officers, and employees thereof, the Board of Commissioners shall acquire and maintain in force the following insurance protection, with NORTH EAST POLICE DEPARTMENT being responsible for paying and maintaining insurance coverage.

- (a) Fidelity and surety insurance covering theft, embezzlement, or other wrongful or fraudulent taking, pledging, appropriation or use of any funds or property of the NORTHEAST POLICE DEPARTMENT.
- (b) Comprehensive liability insurance coverage on all such personnel in the amount of \$1,000,000.00 aggregate /\$1,000,000.00 per occurrence, each contracting municipality shall also be named on the face of the policy as an "insured."
- (c) Public liability insurance coverage on all vehicles, each contracting municipality being named on the face of the policy as an "insured," such policy to afford bodily injury coverage of \$100,000 for one person, \$300,000 for more than one person, property damage coverage of \$50,000, \$100 deductible comprehensive coverage for actual value, \$1,000 deductible collision coverage on all emergency vehicles and \$500 deductible collision coverage on all non-emergency vehicles.

16. Control of Personnel and Equipment: All police personnel are under the direction, control and supervision of the NORTHEAST POLICE DEPARTMENT. All vehicles and equipment owned and/or operated by the NORTHEAST POLICE DEPARTMENT, pursuant to this Agreement, shall be used only for official police business.

17. Transfer of Assets: Upon the execution of this Agreement, KRUGERVILLE shall execute and deliver such instruments as are necessary to convey to the NORTHEAST POLICE DEPARTMENT such police assets it now holds.

18. Termination (Non-Renewal by One Contracting Municipality): Notice of termination or non-renewal of this Agreement by one contracting municipality must be delivered by March

30, to be effective on September 30 of that year. Upon timely receipt of notice of termination or non-renewal from a contracting municipality, the following procedures will control:

- (a) At the time of termination, the assets of the NORTHEAST POLICE DEPARTMENT, less outstanding liabilities shall be distributed in kind and in shares equal to the 70/30 percent proportion whereby 70% (percent) of the assets shall be distributed to Cross Roads and 30% (percent) to Krugerville. If the assets are not susceptible to division in kind, the assets shall be distributed on the basis of their market value and, if necessary, the distribution shall be made by drawing of lots.
- (b) Notwithstanding any provisions of this paragraph 18, the contracting municipalities may mutually agree to any other suitable withdrawal or termination procedure.

19. Damages for Breach: Maintaining uninterrupted police service in each contracting municipality is of paramount importance. Therefore, each contracting municipality agrees that the terms of this Agreement will be deemed to be breached by a contracting municipality (1) upon a contracting municipality's failure to timely remit (within 30 days) its respective share of the budgeted funds as provided herein, or (2) upon the withdrawal of any contracting municipality from the Agreement not in accordance with the terms hereof.

20. Nepotism. No person having a family relationship with a member of the governing body of either of the contracting municipalities (KRUGERVILLE and CROSS ROADS), a member or alternate member (commissioner or alternate commissioner) of the Board of Commissioners of the NORTHEAST POLICE DEPARTMENT, or the Chief of Police of said Department shall be employed by or continue to be employed by the NORTHEAST POLICE DEPARTMENT in any capacity. The term "family relationship" means relationship within the third degree by consanguinity or the second degree by affinity.

The foregoing prohibitions shall not apply to any person who shall have been or who has been continuously employed in his or her position in the NORTHEAST POLICE DEPARTMENT for a period of at least one year prior to the election, appointment, or employment of the official (member of any of such governing bodies, member or alternate member of such Board of Commissioners, or Chief of Police) related to such employee within the prohibited degree.

Any person presently employed by the NORTHEAST POLICE DEPARTMENT who has a family relationship with another person who presently holds any of the offices or positions heretofore identified and described, and who does not fall within the exception described in the preceding paragraph, shall cease to be eligible for employment by the NORTHEAST POLICE DEPARTMENT and shall be removed from such employment with such Department as of October 1, 2013, the effective date of this provision regarding nepotism.

EXECUTED in multiple originals on the date first shown above.

ATTEST:

CITY OF KRUGERVILLE

City Secretary

By _____
Mayor

DATE: _____

TOWN OF CROSS ROADS

City Secretary

By _____
Mayor

DATE: _____

EXECUTIVE SUMMARY OF MODIFICATION MADE TO THE
NORTHEAST POLICE DEPARTMENT INTERLOCAL AGREEMENT

AUGUST 18, 2016

POLICE

- Extended for another two year term
- Page 2, Item 1, Amended Agreement: Added September 24, 2014
- Page 2, Item 4, Immunity From Liability: It is ~~intended, agreed, and~~ understood that the governmental immunity from liability to which a municipality or its police department is entitled under the law ~~shall be~~ **is** extended to and includes **the** NORTHEAST POLICE DEPARTMENT, its Board of Commissioners, and contracting municipalities.
- Page 2, Item 6: Commission Board Members changed from three (3) from Krugerville and three (3) from Cross Roads to two **(2) from Krugerville and four (4) from Cross Roads.**
- Page 5, 1st Paragraph: Changed from at least six meetings a year to four.
- Page 5, Item 7: The position of Chair shall be held each fiscal year by a member from CROSS ROADS beginning October 1, 2016.
- Page 5, Item 8 (c): Changed month to quarter
- Page 6, Item 9 (d) was moved to Item 8 (e): Contract an independent auditor to conduct an annual audit of NORTHEAST MUNICIPAL COURTS financial accounting to be completed within 90 days after the close of the fiscal year.
- Page 6, Item 9 (a): Changed accounts to **payroll** and monthly to **quarterly**
- Page 6 Item 9 (b): Added the following: **Future employees will be carried as an employee by either municipality as determined by the Commission at the time of hire for TMRS purposes. Current employees may request municipality transfer to either city, with approval by both Commission and receiving municipality, for TMRS purposes.**

- Page 6, Item 10, Funding: Removed the dollar amounts to be contributed by each city as it will change yearly and replaced with 30 percent from Krugerville and 70 percent from Cross Roads funding split and in all applicable areas it pertains to.
- Page 7, 2nd Paragraph Deleted: ~~In the event that proceeds derived by the operations of the Department exceed the funding provided for herein, then the excess shall be distributed to each municipality based on the formula set forth in the foregoing paragraph or, if no formula has been established, then on a 70/30 percent split, whereby CROSS ROADS shall receive 70% (percent) of the excess and KRUGERVILLE shall receive 30% (percent) of the excess.~~
- Page 7, Deleted Paragraph: ~~Use of Land and Improvements: The Department has or will acquire a leasehold interest from Krugerville in property located at 100 Kruger Road, Krugerville, Texas, to serve as the substation for the new police station. Cross Roads agrees to provide administrative space at Cross Roads Town Hall located at 1401 FM 424, Cross Roads, Texas, for administration of the Northeast Police Department.~~
- Page 7, under Item 10: ~~CROSS ROADS also agrees to provide personnel for administrative services for the NORTHEAST POLICE DEPARTMENT of 20 hours per week.~~

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC IMPROVEMENT ASSESSMENT
COLLECTION BETWEEN DENTON COUNTY, TEXAS AND**

_____ **PUBLIC IMPROVEMENT DISTRICT**

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and _____, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

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

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created _____, hereinafter referred to as "**DISTRICT**," and has ~~levied special rate based~~ assessments on properties within the boundaries of the **CITY/TOWN**, and;

WHEREAS, pursuant to § 372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of **CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A; and

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

I.

The effective date of this Agreement shall be the 1st day of October, 2016. The term of this Agreement shall be for a period of one year, from October 1, 2016, to and through September 30, 2017. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **CITY/TOWN**, unless written notice of termination is provided by the terminating party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement. **CITY/TOWN** agrees to deliver this agreement no later than September 5, 2016 or the first Monday of September of 2016 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

II.

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

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall collect **DISTRICT** rate based assessments for tax year 2016. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide monthly collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate payment or payment on the wrong account, **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

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

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the

County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

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

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments which are not paid by January 31, 2017. **COUNTY** agrees to mail a reminder notice to delinquent assessment accounts in the month of February 2017 notifying that delinquent penalties will apply to all assessments which are not paid by January 31, 2017. The reminder notices will be mailed between February 5, 2017 and February 28, 2017.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30, 2017. **COUNTY** will provide monthly collection reports, monthly recap reports, and monthly attorney fee collection reports.

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

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

III.

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

IV.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary. **CITY/TOWN** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

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

VI.

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

VII.

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

VIII.

For the services rendered during the 2016 assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10, 2016 or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with the assessment rate levied and the assessment roll by **CITY/TOWN**'s governing body under Local Government Code Section 372.017 on or before September 10, 2016, **COUNTY** may charge a \$5,000.00 late processing fee, plus the per statement fee not to exceed \$0.72 each. **The assessment rate is to be accompanied by the resolution passed by the governing body for the 2016 assessment year.** All assessments become due on receipt of the tax statement each year. The **DISTRICT** rate based assessment shall be entered into the **COUNTY** records as a rate and applied to the taxable value of the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**.

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

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

4. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28, 2017. The fee for this service will be a rate not to exceed \$0.72.

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

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

7. For accounts which become delinquent on or after June 1st, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent assessments.

8. In the event **DISTRICT** levies a supplemental corrected rate based assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the corrected rate based assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed \$0.72 per corrected statement. The **DISTRICT** rate based assessment shall be entered into the **COUNTY** records as a rate and applied to the taxable value of the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**. **The corrected assessment rate is to be accompanied by the resolution passed by the governing body for the 2016 assessment year.**

9. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31, 2017, deduct from current collections of **DISTRICT** the “Total Cost” of providing all services described in paragraphs 1-7 above. This “Total Cost” includes any such services that have not yet been performed at the time of deduction. The “Total Cost” of providing all services described in paragraphs 1-7 above shall be the total of:

\$ **0.72** x the total number of parcels on **DISTRICT** Assessment Roll as reported on September 30, 2016 **end of year assessment roll for assessment year 2015**. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **CITY/TOWN** for such amounts.

CITY/TOWN shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill.

CITY/TOWN further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **CITY/TOWN** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **CITY/TOWN** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners’ Court. All entities are assessed the same per parcel collection rate.

IX.

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

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN** depository accounts only. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. If **CITY/TOWN** uses the same depository as **COUNTY**, the deposits assessments, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2017. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

X.

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

XI.

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

XII.

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

COUNTY:

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

CITY/TOWN: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Email: _____

XIII.

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

XIV.

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

XV.

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

Executed in duplicate originals this _____ day of _____ 2016.

COUNTY

Denton County
110 West Hickory
Denton, Texas 76201

BY: _____
Honorable Mary Horn
Denton County Judge

ATTEST:
BY: _____
Juli Luke
Denton County Clerk

APPROVED FORM AND CONTENT:

Michelle French
Denton County
Tax Assessor/Collector

CITY/TOWN

Address: _____
City, State, Zip: _____

BY: _____
Name: _____
Title: _____

ATTEST:
BY: _____
Name _____
Title _____

APPROVED AS TO FORM:

Denton County Assistant District Attorney



**MINUTES OF REGULAR TOWN COUNCIL
MEETING FOR THE TOWN OF CROSS ROADS
LOCATION: 1401 FM 424, CROSS ROADS, TEXAS
Monday, August 15, 2016
BUDGET WORKSHOP – 6:00 P.M.
WORKSHOP SESSION – 6:30 P.M.
REGULAR SESSION – 7:00 P.M.**

BUDGET WORKSHOP–6:00 P.M.

WORKSHOP SESSION – 6:30 P.M.

Discussion of agenda items posted for consideration on the Regular Session Agenda for August 15, 2016

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

Call to Order 7:07p.m.

- 1 Roll Call Dan Prins, Alan Hauf, Mayor Smith, David Meek, Larry Fisher, Bruce Birdsong; all present
- 2 Mayor’s Announcements and Updates
General updates
- 3 Council Members Announcements and Updates
General updates
- 4 Citizens Input for Items **ON** the Agenda: No one to speak
 - a. *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: No one to speak
 - a. *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.*

CONVENE INTO PUBLIC HEARING 7:18 p.m.

Conduct a Public Hearing to hear input regarding the proposed Town budget for fiscal year 2017- No input given

RECONVENE INTO REGULAR SESSION 7:19 p.m.

- 6 Consider and take appropriate action regarding Firestone civil, technical site plan, landscape plan, and building application 2016-0517-02C
Bruce Birdsong made a motion to approve contingent on Town Building Inspector, Town Civil Engineer and Mustangs approval. Dan Prins seconded.
Motion carried
- 7 Consider and take appropriate action to establish a restricted fund account for Existing Developers Agreement
Dan Prins made a motion to approve, Larry Fisher seconded. Motion carried
- 8 Consider and take appropriate action regarding proposed ordinance 2016-0815-01 adopting 2015 International Energy Conservation Code
David Meek made a motion to approve, Alan Hauf seconded. Motion carried
- 9 Consider and take appropriate action regarding Welcome to Town of Cross Roads signs
Bruce Birdsong made a motion to approve contingent on a cost of \$20,000.00.
Dan Prins seconded. Motion carried
- 10 Consider and take appropriate action regarding a Resolution 2016-0815-01 appointing Jim Carter to the Board of Managers of the DENCO Area 9-1-1 District
Bruce moved to add this item into the Consent Agenda
- 11 Consider and take appropriate action authorizing staff to solicit a request for proposal regarding solid waste and recycling services
Bruce moved to add this item into the Consent Agenda

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

- 12 Consider and take appropriate action regarding the Northeast Police Department third quarter financials
- 13 Consider and take appropriate action regarding the Northeast Municipal Court third quarter financials
- 14 Consider and take appropriate action regarding the July 18, 2016 Regular Session Town Council Meeting Minutes
- 15 Consider and take appropriate action to approve July 2016 Financial Report

End of consent agenda

Larry Fisher made a motion to approve items in the consent agenda, Danny Prins seconded. Motion carried

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 – Thursday, August 18, 2016 at 7:00 p.m.
- Administrative Staff Meeting – Monday, September 5, 2016 at 3:00 p.m.
- Planning & Zoning Commission – Tuesday, September 6, 2016 at 7:00 p.m.
- Municipal Development Meeting - Thursday, September 8, 2016 at 7:00 p.m.
- Architectural Review Commission –Thursday, September 8, 2016 at 7:00 p.m.
- Park and Recreation Board Meeting – Tuesday, September 13, 2016 at 7:00 p.m.
- Town Council Meeting – Monday, September 19, 2016 at 7:00 p.m.

Adjourn 7:25 p.m.

CERTIFICATION

Cross Roads Town Hall, 1401 FM 424, Cross Roads, Texas, on the _____ day of _____, 2016

_____, Title: _____

_____, Title: _____

Amendments to the 2012 International Building Code

****Section 101.4; change to read as follows:**

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.6 and referenced elsewhere in this code, when specifically adopted, shall be considered part of the requirements of this code to the prescribed extent of each such reference. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the Electrical Code shall mean the Electrical Code as adopted.

**** Section 101.4.7; add the following:**

101.4.7 Electrical. The provisions of the Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

**** Section 103 and 103.1 amend to insert the Department Name**

SECTION 103
Building Inspections Division of the Town of Cross Roads

103.1 Creation of enforcement agency. The Building Inspections Division of the Town of Cross Roads is hereby created and the official in charge thereof shall be known as the *building official*.

*****Section 104.10.1; jurisdictions may consider the option to amend or delete depending on local enforcement and flood hazard ordinances.**

*****Section 105.2; under sub-title entitled "Building" Revise item 1:**

Building:

1. ... provided the floor area does not exceed 400-square feet (11 m²).
2. (Unchanged)
3. (Unchanged)
4. (Unchanged)
5. (Unchanged)
6. (Unchanged)
7. (Unchanged)
8. (Unchanged)
9. (Unchanged)
10. (Unchanged)
11. (Unchanged)

****Section 109; add Section 109.7 to read as follows:**

109.7 Re-inspection Fee. A fee as established by city council resolution may be charged when:

1. The inspection called for is not ready when the inspector arrives;

2. No building address or permit card is clearly posted;
3. City approved plans are not on the job site available to the inspector;
4. The building is locked or work otherwise not available for inspection when called;
5. The job site is red-tagged twice for the same item;
6. The original red tag has been removed from the job site.
7. Failure to maintain erosion control, trash control or tree protection.

Any re-inspection fees assessed shall be paid before the final inspection is made on that job site.

****Section 109; add Section 109.8, 109.8.1, 109.8.2 and 109.9 to read as follows:**

109.8 Work without a permit.

109.8.1 Investigation. Whenever work for which a permit is required by this code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

109.8.2 Fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code or the city fee schedule as applicable. The payment of such investigation fee shall not exempt the applicant from compliance with all other provisions of either this code or the technical codes nor from penalty prescribed by law.

109.9 Unauthorized cover up fee. Any work concealed without first obtaining the required inspection in violation of Section 110 shall be assessed a fee as established by the city fee schedule. This fee shall be in addition to any citations issued as a result of work being concealed without proper inspections.

****Section 110.3.5; jurisdiction has the option to delete depending on local inspection policies. Delete the exception**

****Section 202; amend definition of Ambulatory Care Facility as follows:**

AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing or similar care on a less than 24-hour basis to individuals who are rendered incapable of self-preservation by the services provided. This group may include but not be limited to the following:

- Dialysis centers
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

[F]FIRE WATCH. A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the fire code official, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

*****Section 202; add definition of Assisting Living Facilities to read as follows.**

ASSISTED LIVING FACILITIES. A building or part thereof housing persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff.

****Section 202; change definition of “Atrium” as follows:**

ATRIUM. An opening connecting three or more stories... *{Balance remains unchanged}*

****Section 202; amend definition to read as follows:**

HIGH-RISE BUILDING. A building with an occupied floor located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access.

*****Section 303.1.3; add a sentence to read as follows:**

303.1.3 Associated with Group E occupancies. A room or space used for assembly purposes that is associated with a Group E occupancy is not considered a separate occupancy except when applying the assembly requirements of Chapter 10 and 11.

****Section 304.1; add the following to the list of occupancies:**

- Fire stations
- Police stations with detention facilities for 5 or fewer detainees

****Section 307.1; add the following sentence to Exception 4:**

4. Cleaning establishments... *{text unchanged}* ...with Section 707 or 1-hour horizontal assemblies constructed in accordance with Section 711 or both. See also IFC Chapter 12, Dry Cleaning Plant provisions.

Section 310.1; amend second paragraph under R-3 as follows:

Adult care and child care facilities with 5 or fewer unrelated persons that are within a single-family home are permitted to comply with the *International Residential Code*.

****Section 404.5; delete Exception.**

****Section 406.3.2; add item 3 to read as follows:**

3. A separation is not required between a Group R-2 and U carport provided that the carport is entirely open on all sides and that the distance between the two is at least 10 feet (3048 mm).

****Section 406.8; add a second paragraph to read as follows:**

This occupancy shall also excludes garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement and other such minor repairs.

****Section 712.1.8, change item 5 to read as follows:**

5. Is not open to a corridor in Group I and H occupancies.

****Section 713.14.1 Elevator Lobby. Exceptions: 4.3 change to read as follows:**

*****Section 713.14.1; Exception 4.3** Elevators serving floor levels over 55 feet (16 764 mm) above the lowest level of fire department vehicle access in high rise buildings.

Chapter 9; Fire Protection Systems refer to the 2009 International Fire Code as amended by the Town of Cross Roads, except for sections 909 Smoke Control Systems and section 910 Smoke and Heat Vents.

****Section 910.1; change Exception 2 to read as follows:**

- [F] 2. Where areas of buildings are equipped with early suppression fast-response (ESFR) sprinklers, only manual smoke and heat vents shall be required within these areas.

***** Section 910.2 Where required to read as follows:**

[F] {Text unchanged}.....Sections 910.2.1 through 910.2.4

****Add subsections 910.2.3 with exceptions to read as follows:**

[F] **910.2.3 Group H.** Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m²) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

****Add subsections 910.2.4 to read as follows:**

[F] **910.2.4 Exit access travel distance increase.** Buildings and portions thereof used as a Group F-1 or S-1 occupancy where the maximum exit access travel distance is increased in accordance with Section 1016.2.2.

****Table 910.3; Change the title of the first row of the table from “Group F-1 and S-1” to include “Group H” and to read as follows:**

Group H, F-1 and S-1

****Section 1007.1; add the following Exception 4:**

Exceptions:

{previous exceptions unchanged}

4. Buildings regulated under State Law and built in accordance with State registered plans, including any variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1007.

***** Section 1007.5; Platform lifts, amend to read as follows:**

1007.5 Platform lifts. Platform (wheelchair) lifts . . . required *accessible route* in Section 1109.7 8, Items 1 through 9 10. Standby power . . {remainder unchanged}

*****Section 1008.1.9.4; amend exceptions 3 and 4 as follows: Section 1008.1.4.4 ask Fire**

Exceptions:

3. Where a pair of doors serves an *occupant load* of less than 50 persons in a Group B, F, M or S

occupancy. {Remainder unchanged}

4. Where a pair of doors serves a Group A, B, F, M or S occupancy. {Remainder unchanged}

****Section 1008.1.9.9; change to read as follows: Section 1008.1.9.3 ask Fire**

1008.1.9.9 Electromagnetically locked egress doors. Doors in the *means of egress* in buildings with an occupancy in Group A, B, E, I-1, I-2, M, R-1 or R-2 and doors to tenant spaces in Group A, B, E, I-1, I-2, M, R-1 or R-2 shall be permitted to be electromagnetically locked if equipped with *listed* hardware that incorporates a built-in switch and meet the requirements below: {remaining text unchanged}

****Section 1015; add new section 1015.7 to read as follows:**

1015.7 Electrical Rooms. For electrical rooms, special exiting requirements may apply. Reference the electrical code as adopted.

*****Section 1016; add new section 1016.2.2 to read as follows:**

1016.2.2 Group F-1 and S-1 increase. The maximum exit access travel distance shall be 400 feet (122 m) in Group F-1 or S-1 occupancies where all of the following are met:

1. The portion of the building classified as Group F-1 or S-1 is limited to one story in height;
2. The minimum height from the finished floor to the bottom of the ceiling or roof slab or deck is 24 feet (7315 mm); and
3. The building is equipped throughout with an automatic fire sprinkler system in accordance with Section 903.3.1.1.

*****Section 1018.1; add exception 6 to read as follows:**

{previous text unchanged}

6. In Group B office buildings, corridor walls and ceilings within single tenant spaces need not be of fire-resistive construction when the tenant space corridor is provided with system smoke detectors tied to an approved automatic fire alarm. The actuation of any detector shall activate alarms audible in all areas served by the corridor.

****Section 1026.6; amend exception 4 to read as follows:**

Exceptions: {Exceptions 1 through 3 unchanged}

4. Separation from the open-ended corridors of the building... {remaining text unchanged}

*****Section 1028.1.1.1; delete.**

*****Section 1029.1; amend to read as follows:**

1029.1 General. In addition to the *means of egress* required by this chapter, provisions shall be made for *emergency escape and rescue openings* in Group R and I-1 ~~Group R-2~~ occupancies ~~in accordance with Tables 1021.2(1) and 1021.2(2) and Group R-3 occupancies.~~ {Remainder unchanged}

Exceptions:

{Exceptions 1 through 3 unchanged.}

4. In other than Group R-3 occupancies, buildings equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2.

****Section 1101.2; Add exception to read as follows:**

Exceptions: Projects registered with the Architectural Barriers Division of the Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this Chapter.

*****Section 1203.1; amend to read as follows:**

*****1203.1 General.** Buildings shall be provided with natural ventilation in accordance with Section 1203.4, or mechanical ventilation in accordance with the *International Mechanical Code*.

Where air infiltration rate in a *dwelling unit* is 5 air changes or less per hour when tested with a blower door at a pressure 0.2 inch w.c. (50 Pa) in accordance with Section 402.4.1.2 of the *International Energy Conservation Code*, the *dwelling unit* shall be ventilated by mechanical means in accordance with Section 403 of the *International Mechanical Code*.

*****Table 1505.1; delete footnote c and replace footnote b with the following:**

b. Non-classified roof coverings shall be permitted on buildings of U occupancies having not more than 120 sq. ft. of protected roof area. When exceeding 120 sq. ft. of protected roof area, buildings of U occupancies may use non-rated non-combustible roof coverings.

c. [delete]

****Section 1505.7; delete the section**

****Section 1510.1; add a sentence to read as follows:**

1510.1 General. Materials and methods of applications used for recovering or replacing an existing roof covering shall comply with the requirements of Chapter 15. All individual replacement shingles or shakes shall be in compliance with the rating required by Table 1505.1.

{text of exception unchanged}

****Section 2901.1; add a sentence to read as follows:**

[P] 2901.1 Scope. *{existing text to remain}* The provisions of this Chapter are meant to work in coordination with the provisions of Chapter 4 of the International Plumbing Code. Should any conflicts arise between the two chapters, the Building Official shall determine which provision applies.

****Table 2902.1; change footnote f to read as follows:**

f. Drinking fountains are not required in M Occupancies with an occupant load of 100 or less, B Occupancies with an occupant load of 25 or less, and for dining and/or drinking establishments.

****Section 3006.1; change to read as follows:**

3006.1, General. Elevator machine rooms shall be provided. *{Remainder unchanged.}*

****Section 3006.4 ; add a sentence to read as follows and delete exceptions 1 and 2:**

[F] 3006.5. Machine Rooms and Machinery Spaces: *{text unchanged}*... Storage shall not be allowed within the elevator machine room. Provide approved signage at each entry door to the elevator machine room stating “*Elevator Machinery – No Storage Allowed.*”

*****Section 3109.1; change to read as follows:**

3109.1 General. Swimming pools shall comply with the requirements of sections 3109.2 through 3109.5 and other applicable sections of this code and comply with applicable state laws.

*****Section 3401.5 Alternative Compliance.** Work performed in accordance with the *International Existing Building Code* shall be deemed to comply with the provisions of this chapter with prior approval from the Building Official.

*****Section 3401.6 Dangerous Conditions.** *{Remainder unchanged.}*

END

Deletions and Amendments:

Amendments to the 2012 International Residential Code

Section R101.1; Insert jurisdiction name as follows:

R101.1 Title. These regulations shall be known as the *Residential Code for One- and Two-family Dwellings* of the Town of Cross Roads hereinafter referred to as "this code."

****Section R102.4; change to read as follows:**

R102.4 Referenced codes and standards. The *codes*, when specifically adopted, and standards referenced in this *code* shall be considered part of the requirements of this *code* to the prescribed extent of each such reference and as further regulated in Sections R102.4.1 and R102.4.2. Whenever amendments have been adopted to the referenced *codes* and standards, each reference to said *code* and standard shall be considered to reference the amendments as well. Any reference made to NFPA 70 or the *Electrical Code* shall mean the *Electrical Code* as adopted.

(3)Section R105.2; make changes to this section as follows:

R105.2 Work exempt from permits.

No changes in first paragraph.

Building:

1. *...provided the floor area does not exceed 400 square feet...*
2. *No changes*
3. *No changes*
4. *No changes*
5. *No changes*
6. *No changes*
7. *No changes*
8. *No changes*
9. *No changes*
10. *Decks not exceeding 400 square feet in area...*

108.7 Re-inspection Fee. A fee as established by city council resolution may be charged when:

1. The inspection called for is not ready when the inspector arrives;
2. No building address or permit card is clearly posted;
3. Approved plans are not on the job site available to the inspector;
4. The building is locked or work otherwise not available for inspection when called;
5. The job site is red-tagged twice for the same item;
6. The original red tag has been removed from the job site and/or;
7. Violations exist on the property including failure to maintain erosion control, trash control or tree protection.
8. Any re-inspection fees assessed shall be paid before any more inspections are made on that job site.

****Section R110 (R110.1 through R110.5); delete the section.**

****Section R112.2.1 & R112.2.2; delete the sections.**

****Section R202; change definition of "Townhouse" to read as follows:**

TOWNHOUSE. A single-family dwelling unit constructed in a group of three or more attached units separated by property lines in which each unit extends from foundation to roof and with a *yard* or *public way* on at least two sides.

*****Table R301.2(1); fill in as follows:**

GROUND SNOW LOAD	WIND DESIGN		SEISMIC DESIGN CATEGORY ^f
	SPEED ^d (mph)	Topographic Effects ^k	
<u>5 lb/ft²</u>	<u>90 (3-sec-gust)/76 fastest mile</u>	<u>No</u>	<u>A</u>

SUBJECT TO DAMAGE FROM		
Weathering ^a	Frost line depth ^b	Termite ^c
<u>moderate</u>	<u>6"</u>	<u>very heavy</u>

WINTER DESIGN TEMP ^e	ICE BARRIER UNDER-LAYMENT REQUIRED ^h	FLOOD HAZARDS ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
<u>22°F</u>	<u>No</u>	<u>local code</u>	<u>150</u>	<u>64.9°F</u>

{No change to footnotes}

****Section R302.1; add exception #6 to read as follows:**

Exceptions: {previous exceptions unchanged}

- Open non-combustible carport structures may be constructed when also approved within adopted ordinances.

*****Section R302.2, Exception; change to read as follows:**

Exception: A common two-hour fire-resistance-rated wall assembly, or one-hour fire-resistance-rated wall assembly when equipped with a sprinkler system... {remainder unchanged}

*****Section R302.2.4, Exception 5; change to read as follows:**

Exception: {previous exceptions unchanged}

- Townhouses separated by a common fire-resistance-rated wall as provided in Section R302.2.

*****Section R302.3; add Exception #3 to read as follows:**

Exceptions:

1. {existing text unchanged}
2. {existing text unchanged}
- Two-family dwelling units that are also divided by a property line through the structure shall be separated as required for townhouses.

*****Section R302.5.1; change to read as follows:**

R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inches (35 mm) in thickness, solid or honeycomb core steel doors not less than 13/8 inches (35 mm) thick, or 20-minute fire-rated doors. *Delete remainder and add :*

Pull down ladders installed in the ceiling of an attached garage, where the garage attic is open to the attic of the house, shall have a minimum 20 minute fire rating or have an approved covering of fire retardant materials.

Section R302.7; change to read as follows:

R302.7 Under stair protection. Enclosed accessible space under stairs shall have walls, under stair surface and any soffits protected on the enclosed side with 5/8-inch (15.8 mm) fire-rated gypsum board or one-hour fire-resistive construction.

*****R303.4 Mechanical Ventilation; change to read as follows:**

Every dwelling unit shall be provided with whole-house mechanical ventilation in accordance with Section M1507.3.

*****Section R315.3, amend and add exceptions as follows:**

Where required in existing dwellings. Where work requiring a *permit* for an addition or an alteration that occurs in existing dwellings, that have attached garages or in existing dwellings within which fuel-fired appliances exist, carbon monoxide alarms shall be provided in accordance with Section R315.1:

Exceptions:

1. Work involving the exterior surfaces of *dwellings*, such as the replacement of roofing or siding, or the *addition* or replacement of windows or doors, or the *addition* of a porch or deck, are exempt from the requirements of this section.
2. Installation, *alteration* or repairs of plumbing or mechanical systems are exempt from the requirements of this section.

*****Section R401.2, amended by adding a new paragraph following the existing paragraph to read as follows.**

Section R401.2. Requirements. *{existing text unchanged}* ...

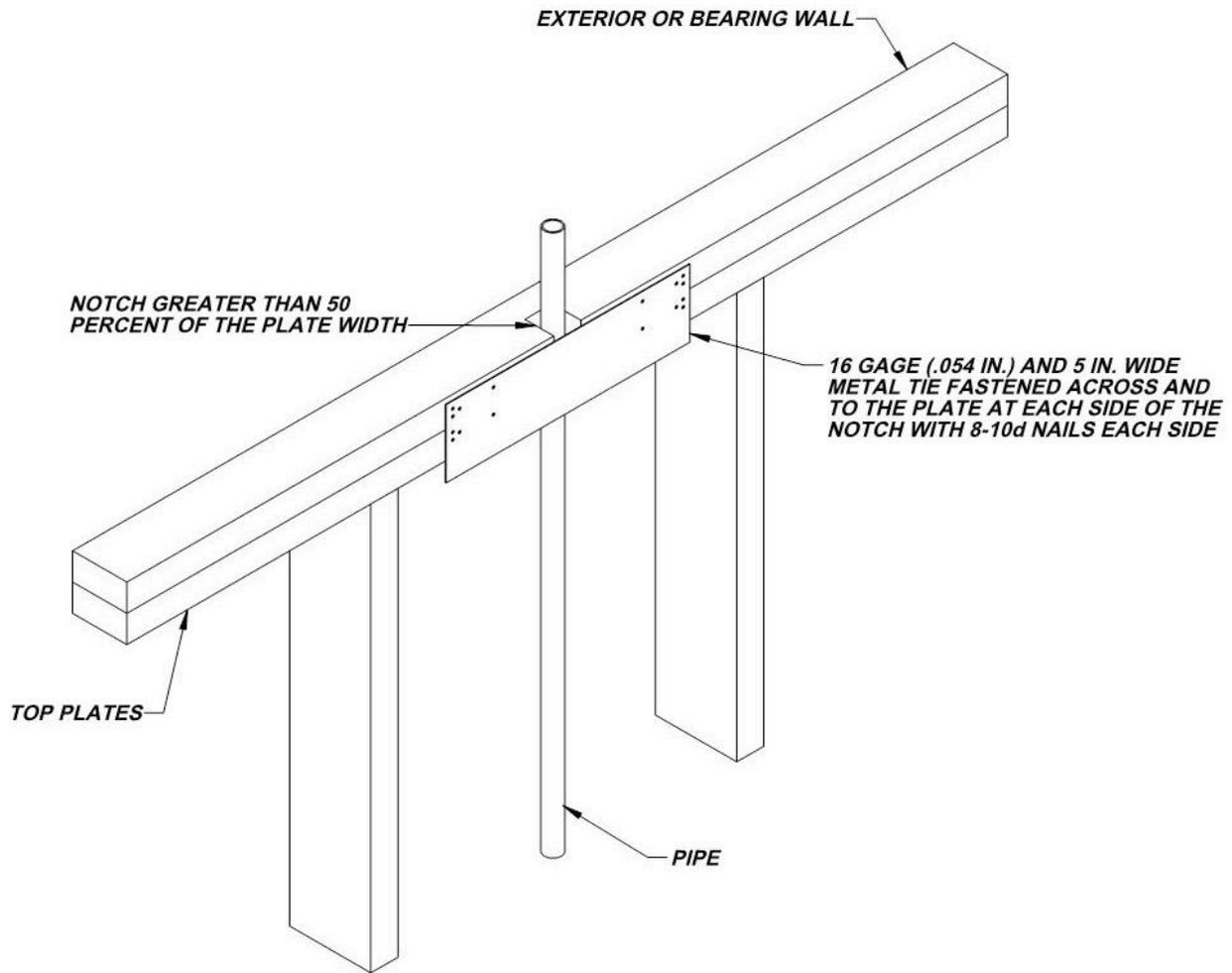
Every foundation and/or footing, or any size addition to an existing post-tension foundation, regulated by this code shall be designed and sealed by a Texas-registered engineer.

Section R401.2.1 Engineered design. Every foundation and/or footing which exceeds 1500 square feet in area, or any addition to an existing post tensioned foundation, regulated by this code shall be designed and sealed by a Texas-registered engineer.

****Section 602.6.1; amend the following:**

R602.6.1 Drilling and notching of top plate. When piping or ductwork is placed in or partly in an exterior wall or interior load-bearing wall, necessitating cutting, drilling or notching of the top plate by more than 50 percent of its width, a galvanized metal tie not less than 0.054 inch thick (1.37 mm) (16 Ga) and 5 inches (127 mm) wide shall be fastened across and to the plate at each side of the opening with not less than eight 10d (0.148 inch diameter) having a minimum length of 1 ½ inches (38 mm) at each side or equivalent. Fasteners will be offset to prevent splitting of the top plate material. The metal tie must extend a minimum of 6 inches past the opening. See figure R602.6.1. *{remainder unchanged}*

****Figure R602.6.1; delete the figure and insert the following figure:**



****Section R703.7.4.1; add a second paragraph to read as follows:**

In stud framed exterior walls, all ties shall be anchored to studs as follows:

1. When studs are 16 in (407 mm) o.c., stud ties shall be spaced no further apart than 24 in (737 mm) vertically starting approximately 12 in (381 mm) from the foundation; or
2. When studs are 24 in (610 mm) o.c., stud ties shall be spaced no further apart than 16 in (483 mm) vertically starting approximately 8 in (254 mm) from the foundation.

****Section R902.1; Amend and add exception #3 to read as follows:**

R902.1 Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. Class A, B, or C roofing shall be installed. *{remainder unchanged}*

Exceptions:

1. *{text unchanged}*
2. *{text unchanged}*
3. *{text unchanged}*

4. Non-classified roof coverings shall be permitted on one-story detached *accessory structures* used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 200 SF , and there shall be a minimum of 6 feet between detached accessory structures and a residential dwelling unit.

Sections N1101 through N1103 shall conform to the requirements of the 2012 International Energy Conservation Code as amended by the City of Denton.

*****Section M1305.1.3; change to read as follows:**

M1305.1.3 Appliances in attics. *Attics* containing *appliances* requiring access shall be provided . . . *{bulk of paragraph unchanged}* . . . sides of the *appliance* where access is required. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger and large enough to allow removal of the largest *appliance*. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for access to the attic space, provide one of the following:

1. A permanent stair.
2. A pull down stair with a minimum 300 lb (136 kg) capacity.
3. An access door from an upper floor level.
4. (Delete)

Exceptions:

1. The passageway and level service space are not required where the *appliance* can be serviced and removed through the required opening.
2. Where the passageway is unobstructed...*{remaining text unchanged}*

****Section M1411.3; change to read as follows:**

M1411.3 Condensate disposal. Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet to a sanitary sewer through a trap, by means of a direct or indirect drain unless otherwise approved by a building official... *{remaining text unchanged}*

*****M1503.4 Makeup Air Required Amend and add exception as follows:**

M1503.4 Makeup air required. Exhaust hood systems capable of exhausting in excess of 400 cubic feet per minute (0.19 m³/s) shall be provided with makeup air at a rate approximately equal to the difference between the exhaust air rate and 400 cubic feet per minute. Such makeup air systems shall be equipped with a means of closure and shall be automatically controlled to start and operate simultaneously with the exhaust system.

Exception: Where all appliances in the house are of sealed combustion, power-vent, unvented, or electric, the exhaust hood system shall be permitted to exhaust up to 600 cubic feet per minute (0.28 m³/s) without providing makeup air. Exhaust hood systems capable of exhausting in excess of 600 cubic feet per minute (0.28 m³/s) shall be provided with a makeup air at a rate approximately equal to the difference between the exhaust air rate and 600 cubic feet per minute.

****Section M2005.2; change to read as follows:**

M2005.2 Prohibited locations. Fuel-fired water heaters shall not be installed in a room used as a storage closet. Water heaters located in a bedroom or bathroom shall be installed in a sealed enclosure

so that *combustion air* will not be taken from the living space. Access to such enclosure may be from the bedroom or bathroom when through a solid door, weather-stripped in accordance with the exterior door air leakage requirements of the *International Energy Conservation Code* and equipped with an *approved* self-closing device. Installation of direct-vent water heaters within an enclosure is not required.

****Section G2408.3 (305.5); delete.**

****Section G2415.2.1 (404.2.1); add a second paragraph to read as follows:**

Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an *approved* tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING
1/2 to 5 psi gas pressure
Do Not Remove"

****Section G2415.2.2 (404.2.2); add an exception to read as follows:**

Exception: Corrugated stainless steel tubing (CSST) shall be a minimum of 1/2" (18 EDH).

****Section G2415.7 Protection from physical damage.**

(Previous verbiage unchanged)

(Add the following)

CSST pipe shall not be installed within insulated exterior walls or within 12 inches of the connection between the top plate of an insulated exterior wall and roof rafters.

****Section G2415.12 (404.12); change to read as follows:**

G2415.12 (404.12) Minimum burial depth. Underground *pipng systems* shall be installed a minimum depth of 18 inches (457 mm) below grade, except as provided for in Section G2415.12.1.

****Section G2417.4; change to read as follows:**

G2417.4 (406.4) Test pressure measurement. Test pressure shall be measured with a manometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the *pressure test* period. The source of pressure shall be isolated before the *pressure tests* are made. Gauges used to measure... *{remainder unchanged}*

****Section G2417.4.1; change to read as follows:**

G2417.4.1 (406.4.1) Test pressure. The test pressure to be used shall be not less than 3 psig (20 kPa gauge), or at the discretion of the *Building Official*, the *pipng* and *valves* may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge For tests requiring a pressure of 3 psig, gauges shall utilize a dial with a minimum diaphragm diameter of three and one half inches (3 1/2"), a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 1/2"), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 20 psi

For welded *pipng*, and for *pipng* carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For *pipng*

carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

****Section G2417.4.2; change to read as follows:**

G2417.4.2 (406.4.2) Test duration. The test duration shall be held for a length of time satisfactory to the *Building Official*, but in no case for less than fifteen (15) minutes. For welded *pipng*, and for *pipng* carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa), the test duration shall be held for a length of time satisfactory to the *Building Official*, but in no case for less than thirty (30) minutes.

****Section G2420.1 (406.1); add Section G2420.1.4 to read as follows:**

G2420.1.4 Valves in CSST installations. Shutoff *valves* installed with corrugated stainless steel (CSST) *pipng systems* shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the *valves*, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12-inches from the center of the *valve*. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's *pipng*, fittings, and *valves* between anchors. All *valves* and supports shall be designed and installed so they will not be disengaged by movement of the supporting *pipng*.

*****Section G2420.5.1 (409.5.1); add text to read as follows:**

G2420.5.1 (409.5.1) Located within the same room. The shutoff valve ...*{bulk of paragraph unchanged}*... in accordance with the appliance manufacturer's instructions. A secondary shutoff valve must be installed within 3 feet (914 mm) of the firebox if appliance shutoff is located in the firebox.

****Section G2421.1 (410.1); add text and Exception to read as follows:**

G2421.1 (410.1) Pressure regulators. A line *pressure regulator* shall be ... *{bulk of paragraph unchanged}*... *approved* for outdoor installation. Access to *regulators* shall comply with the requirements for access to *appliances* as specified in Section M1305.

Exception: A passageway or level service space is not required when the *regulator* is capable of being serviced and removed through the required *attic* opening.

****Section G2422.1.2.3 (411.1.3.3); delete Exception 1 and Exception 4.**

****Section G2445.2 (621.2); add Exception to read as follows:**

G2445.2 (621.2) Prohibited use. One or more *unvented room heaters* shall not be used as the sole source of comfort heating in a *dwelling unit*.

Exception: Existing *approved unvented room heaters* may continue to be used in *dwelling units*, in accordance with the *code* provisions in effect when installed, when *approved* by the *Building Official* unless an unsafe condition is determined to exist as described in *International Fuel Gas Code* Section 108.7 of the Fuel Gas Code.

****Section G2448.1.1 (624.1.1); change to read as follows:**

G2448.1.1 (624.1.1) Installation requirements. The requirements for *water heaters* relative to access, sizing, *relief valves*, drain pans and scald protection shall be in accordance with this *code*.

****Section P2801.6; add Exception to read as follows:**

Exceptions:

1. Electric Water Heater.

**** Section P2903.7 Minimum Size of water-service mains, branch mains and risers.**

The minimum size water service pipe shall be $\frac{3}{4}$ 1 inch. (*Remainder of section unchanged*)

****Section P3005.2.1 Materials.** { existing section with no changes} ... All building cleanouts subject to vehicular damage shall be cast iron.

****Section P3005.2.6; change to read as follows:**

P3005.2.6 ~~Base of stacks~~ Upper Terminal. ~~A cleanout shall be provided at the base of each waste or soil stack.~~ Each horizontal drain shall be provided with a cleanout at its upper terminal.

Exception: Cleanouts may be omitted on a horizontal drain less than five (5) feet (1524 mm) in length unless such line is serving sinks or urinals.

P3005.2.7 Building drain and building sewer junction. There shall be a cleanout near... Back to back combination fittings shall be installed to serve as the required cleanouts for both the building drain and the building sewer, unless other fittings are approved by the Building Official. The cleanout at the , , ,

****Section P3111; delete.**

****Section P3112.2; delete and replace with the following:**

P3112.2 Installation. Traps for island sinks and similar equipment shall be roughed in above the floor and may be vented by extending the vent as high as possible, but not less than the drainboard height and then returning it downward and connecting it to the horizontal sink drain immediately downstream from the vertical fixture drain. The return vent shall be connected to the horizontal drain through a wye-branch fitting and shall, in addition, be provided with a foot vent taken off the vertical fixture vent by means of a wye-branch immediately below the floor and extending to the nearest partition and then through the roof to the open air or may be connected to other vents at a point not less than six (6) inches (152 mm) above the flood level rim of the fixtures served. Drainage fittings shall be used on all parts of the vent below the floor level and a minimum slope of one-quarter (1/4) inch per foot (20.9 mm/m) back to the drain shall be maintained. The return bend used under the drainboard shall be a one (1) piece fitting or an assembly of a forty-five (45) degree (0.79 radius), a ninety (90) degree (1.6 radius) and a forty-five (45) degree (0.79 radius) elbow in the order named. Pipe sizing shall be as elsewhere required in this Code. The island sink drain, upstream of the return vent, shall serve no other fixtures. An accessible cleanout shall be installed in the vertical portion of the foot vent.

Chapters 34 through 43; delete. Except for additional amendment that follows, replace chapters 34 through and including chapter 43 of the International Residential Code with the National Electrical Code as amended and adopted.

Appendix G Swimming Pools, Spas and Hot Tubs. Adopt as part of this code with the amendment as follows:

Section AG105.2; changed to read as follows:

AG105.2 Outdoor swimming pool. An outdoor swimming pool, including an in-ground, above-ground or on-ground pool, hot tub or spa shall be surrounded by a barrier which shall comply with the following:

1. The top of the barrier shall be at least 60 inches above grade measured on the side of the barrier which faces away from the swimming pool.

Appendix H Patio Covers. Adopt as part of this code.

Appendix J Existing Buildings and Structures. Adopt as part of this code.

END

SECTION 4. Section _____ of the Code of Ordinances of the Town of Cross Roads, Texas is hereby amended to read as follows:

Deletions and amendments.

Amendments to the 2012 International Fuel Gas Code

****Section 102.2; add an exception to read as follows:**

Exception: Existing dwelling units shall comply with Section 621.2.

****Section 102.8; change to read as follows:**

102.8 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC *Electrical Code* shall mean the Electrical Code as adopted.

****Section 304.10; change to read as follows:**

304.10 Louvers and grilles. The required size of openings for combustion, ventilation and dilution air shall be based on the net free area of each opening. Where the free area through a design of louver, grille or screen is known, it shall be used in calculating the size opening required to provide the free area specified. Where the design and free area of louvers and grilles are not known, it shall be assumed that wood louvers will have 25-percent free area and metal louvers and grilles will have ~~75~~50-percent free area. Screens shall have a mesh size not smaller than ¼ inch (6.4 mm). Nonmotorized louvers and grilles shall be fixed in the open position. Motorized louvers shall be interlocked with the appliance so that they are proven to be in the full open position prior to main burner ignition and during main burner operation. Means shall be provided to prevent the main burner from igniting if the louvers fail to open during burner start-up and to shut down the main burner if the louvers close during operation.

****Section 304.11; change #8 to read as follows:**

304.11 Combustion air ducts. Combustion air ducts shall comply with all of the following:

1. Ducts shall be constructed of galvanized steel complying with Chapter 6 of the International Mechanical Code or of a material having equivalent corrosion resistance, strength and rigidity.

Exception: Within dwellings units, unobstructed stud and joist spaces shall not be prohibited from conveying combustion air, provided that not more than one required fireblock is removed.

2. Ducts shall terminate in an unobstructed space allowing free movement of combustion air to the appliances.
3. Ducts shall serve a single enclosure.
4. Ducts shall not serve both upper and lower combustion air openings where both such openings are used. The separation between ducts serving upper and lower combustion air openings shall be maintained to the source of combustion air.

5. Ducts shall not be screened where terminating in an attic space.
6. Horizontal upper combustion air ducts shall not slope downward toward the source of combustion air.
7. The remaining space surrounding a chimney liner, gas vent, special gas vent or plastic piping installed within a masonry, metal or factory-built chimney shall not be used to supply combustion air.

Exception: Direct-vent gas-fired appliances designed for installation in a solid fuel-burning fireplace where installed in accordance with the manufacturer's instructions.

8. Combustion air intake openings located on the exterior of a building shall have the lowest side of such openings located not less than 12 inches (305 mm) vertically from the adjoining ground level or the manufacturer's recommendation, whichever is more restrictive.

*****Section 306.3; change to read as follows:**

[M] 306.3 Appliances in attics. Attics containing appliances requiring access shall be provided . . . *{bulk of paragraph unchanged}* . . . side of the *appliance*. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger where such dimensions are not large enough to allow removal of the largest *appliance*. As a minimum, for access to the attic space, provide one or more of the following are required:

1. A permanent stair.
2. A pull down stair with a minimum 300 lb (136 kg) capacity.
3. An access door from an upper floor level.
4. *(Delete)*

Exceptions:

1. The passageway and level service space are not required where the *appliance* is capable of being serviced and removed through the required opening.
2. Where the passageway is not less than . . . *{bulk of section to read the same}*.

****Section 306; add Section 306.7 with exception and subsection 306.7.1 to read as follows:**

306.7 Water heaters above ground or floor. When the attic, roof, mezzanine or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A max 10 gallon water heater (or larger when approved by the *code official*) is capable of being accessed through a lay-in ceiling and a water heater is installed is not more than ten (10) feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.

306.7.1. Illumination and convenience outlet. Whenever the mezzanine or platform is not adequately lighted or access to a receptacle outlet is not obtainable from the main level, lighting and a receptacle outlet shall be provided in accordance with Section 306.3.1.

****Section 401.5; add a second paragraph to read as follows:**

Both ends of each section of medium pressure corrugated stainless steel tubing (CSST) shall identify its operating gas pressure with an *approved* tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING
1/2 to 5 psi gas pressure
Do Not Remove"

****Section 402.3; add an exception to read as follows:**

Exception: Corrugated stainless steel tubing (CSST) shall be a minimum of 1/2" (18 EHD).

****Section 404.2; add a sentence to read as follows:**

...CSST pipe shall not be installed within insulated exterior walls or within 12 inches of the connection between the top plate of an insulated exterior wall and roof rafters.

*****Section 404.12; change to read as follows:**

404.12 Minimum burial depth. Underground piping systems shall be installed a minimum depth of 18 inches (458 mm) top of pipe below grade-

****Section 406.1; change to read as follows:**

406.1 General. Prior to acceptance and initial operation, all piping installations shall be inspected and pressure tested to determine that the materials, design, fabrication, and installation practices comply with the requirements of this code. The permit holder shall make the applicable tests prescribed in Sections 406.1.1 through 406.1.5 to determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the code official when the piping system is ready for testing. The equipment, material, power and labor necessary for the inspections and test shall be furnished by the permit holder and the permit holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.

****Section 406.4; change to read as follows:**

406.4 Test pressure measurement. Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made.

****Section 406.4.1; change to read as follows:**

406.4.1 Test pressure. The test pressure to be used shall be no less than 3 psig (20 kPa gauge), or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge, For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 ½"), a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½"), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 20 psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

****Section 406.4.2; change to read as follows:**

Where the differences occur between provisions of this code and the referenced standards, the provisions of this code shall be the minimum requirements. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC *Electrical Code* shall mean the Electrical Code as adopted.

****Sections 106.6.2 and 106.6.3; change to read as follows:**

106.6.2 Fee schedule. The fees for all plumbing work shall be as adopted by resolution of the governing body of the jurisdiction.

106.6.3 Fee Refunds. The code official shall establish a policy for authorizing the refunding of fees.
{Delete balance of section}

****Section 109; Delete entire section and insert the following:**

**SECTION 109
MEANS OF APPEAL**

109.1 Application for appeal. Any person shall have the right to appeal a decision of the code official to the board of appeals established by ordinance. The board shall be governed by the enabling ordinance.

****Section 305.6.1; change to read as follows:**

305.6.1 Sewer depth. Building sewers shall be a minimum of 12 inches (304 mm) below grade.

****Section 305.9; change to read as follows:**

305.9 Protection of components of plumbing system. Components of a plumbing system installed within 3 feet along alleyways, driveways, parking garages or other locations in a manner in which they would be exposed to damage shall be recessed into the wall or otherwise protected in an *approved* manner.

*****Section 314.2.1; change to read as follows:**

314.2.1 Condensate disposal. Condensate from all cooling coils and evaporators shall be conveyed from the drain pan outlet to an *approved* place of disposal. ... {text unchanged} ... Condensate shall not discharge into a street, alley, sidewalk, rooftop, or other areas so as to cause a nuisance.

*****Section 314.2.2; change to read as follows:**

314.2.2 Drain pipe materials and sizes. Components of the condensate disposal system shall be cast iron, galvanized steel, copper, cross-linked polyethylene, polyethylene, ABS, CPVC, or schedule 80 PVC pipe or tubing when exposed to ultra violet light. All components shall be selected for the pressure, temperature and exposure rating of the installation. Joints and connections shall be made in accordance with the applicable provisions of Chapter 7 relative to the material type. Condensate waste and drain line size shall not be less than ¾-inch (19 mm) internal diameter and shall not decrease in size from the drain pan connection to the place of condensate disposal. Where the drain pipes from more than one unit are manifolded together for condensate drainage, the pipe or tubing shall be sized in accordance with Table 314.2.2.

*****Section 401.1; add a sentence to read as follows:**

401.1 Scope. This chapter shall govern the materials, design and installation of plumbing fixtures, faucets and fixture fittings in accordance with the type of *occupancy*, and shall provide for the minimum number of fixtures for various types of occupancies. The provisions of this Chapter coordinate with the provisions of the *Building Code*. Should any conflicts arise between the two chapters, the *Code Official* shall determine which provision applies.

****Section 405.6; delete.**

****Section 409.2; change to read as follows:**

409.2 Water connection. The water supply to a commercial dishwashing machine shall be protected against backflow by an air gap or backflow preventer in accordance with Section 608.

Section 410.1; change to read as follows:

410.1 Approval. {existing text unchanged}...In other occupancies, where drinking fountains are required, water coolers or bottled water dispensers shall be permitted to be substituted for all required drinking fountains. Drinking water shall be provided at no cost.

****Section 412.4; change to read as follows:**

412.4 Required location. Floor drains shall be installed in the following areas.

1. In public coin-operated laundries and in the central washing facilities of multiple family dwellings, the rooms containing automatic clothes washers shall be provided with floor drains located to readily drain the entire floor area. Such drains shall have a minimum outlet of not less than 3 inches (76 mm) in diameter.
2. Commercial kitchens. In lieu of floor drains in commercial kitchens, the code official may accept floor sinks.
3. Public restrooms.

****Section 419.3; change to read as follows:**

419.3 Surrounding material. Wall and floor space to a point 2 feet (610 mm) in front of a urinal lip and 4 feet (1219 mm) above the floor and at least 2 feet (610 mm) to each side of the urinal shall be waterproofed with a smooth, readily cleanable, hard, nonabsorbent material.

****Section 502.6; Add Section 502.6 to read as follows:**

502.6 Water heaters above ground or floor. When the attic, roof, mezzanine or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.
(Add the following)

Exception: A max 10 gallon water heater (or larger with approval) is capable of being accessed through a lay-in ceiling and a water heater is installed is not more than ten (10) feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.

502.6.1 Illumination and convenience outlet. Whenever the mezzanine or platform is not adequately lighted or access to a receptacle outlet is not obtainable from the main level, lighting and a receptacle outlet shall be provided in accordance with Section 502.1.

****Section 504.6; change to read as follows:**

504.6 Requirements for discharge piping. The discharge piping serving a pressure relief valve, temperature relief valve or combination thereof shall:

1. Not be directly connected to the drainage system.
2. Discharge through an air gap.
3. Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
4. Serve a single relief device and shall not connect to piping serving any other relief device or equipment.

Exception: Multiple relief devices may be installed to a single T & P discharge piping system when *approved* by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.

5. Discharge to an indirect waste receptor or to the outdoors. Where discharging to the outdoors in areas subject to freezing, discharge piping shall be first piped to an indirect waste receptor through an air gap located in a conditioned area.
6. Discharge in a manner that does not cause personal injury or structural damage.
7. Discharge to a termination point that is readily observable by the building occupants.
8. Not be trapped.
9. Be installed so as to flow by gravity.
10. Not terminate less than 6 inches or more than 24 inches (152 mm) above grade nor more than 6 inches above the waste receptor.
11. Not have a threaded connection at the end of such piping.
12. Not have valves or tee fittings.
13. Be constructed of CPVC, Copper, Ductile iron, Galvanized steel, or Stainless steel.

****Section 604.4; add Section 604.4.1 to read as follows:**

604.4.1 State maximum flow rate. Where the State mandated maximum flow rate is more restrictive than those of this section, the State flow rate shall take precedence.

*****Section 604.8; add Section 604.8.3 to read as follows:**

604.8.3 Thermal expansion control. An expansion tank or approved device shall be installed for the water heater with the addition of a pressure reducing valve or regulator creating a closed system.

****Section 606.1; delete items #3, #4, and #5.**

****Section 606.2; change to read as follows:**

606.2 Location of shutoff valves. Shutoff valves shall be installed in the following locations:

1. On the fixture supply to each plumbing fixture other than bathtubs and showers in one- and two-family residential occupancies, and other than in individual sleeping units that are provided with unit shutoff valves in hotels, motels, boarding houses and similar occupancies.
2. On the water supply pipe to each appliance or mechanical equipment.

****Section 608.1; change to read as follows:**

608.1 General. A potable water supply system shall be designed, installed and maintained in such a manner so as to prevent contamination from nonpotable liquids, solids or gases being introduced into the potable water supply through cross-connections or any other piping connections to the system. Backflow preventer applications shall conform to applicable local regulations, Table 608.1, and as specifically stated in Sections 608.2 through 608.16.10.

*****Section 608.17; change to read as follows:**

608.17 Protection of individual water supplies. An individual water supply shall be located and constructed so as to be safeguarded against contamination in accordance with applicable local regulations. Installation shall be in accordance with Sections 608.17.1 through 608.17.8.

****Section 610.1; add exception to read as follows:**

610.1 General. New or repaired potable water systems shall be purged of deleterious matter and disinfected prior to utilization. The method to be followed shall be that prescribed by the health authority or water purveyor having jurisdiction or, in the absence of a prescribed method, the procedure described in either AWWA C651 or AWWA C652, or as described in this section. This requirement shall apply to “on-site” or “inplant” fabrication of a system or to a modular portion of a system.

1. The pipe system shall be flushed with clean, potable water until dirty water does not appear at the points of outlet.
2. The system or part thereof shall be filled with a water/chlorine solution containing at least 50 parts per million (50 mg/L) of chlorine, and the system or part thereof shall be valved off and allowed to stand for 24 hours; or the system or part thereof shall be filled with a water/chlorine solution containing at least 200 parts per million (200 mg/L) of chlorine and allowed to stand for 3 hours.
3. Following the required standing time, the system shall be flushed with clean potable water until the chlorine is purged from the system.
4. The procedure shall be repeated where shown by a bacteriological examination that contamination remains present in the system.

Exception: With prior approval the Code Official may wave this requirement when deemed un-necessary.

Section 708.3.5 and 708.3.7; add new sections to read as follows:

708.3.5 Building drain and building sewer junction. *{Existing section with no changes}* ...All building cleanouts subject to vehicular damage shall be cast iron.

708.3.7 Materials. All building cleanouts subject to vehicular damage shall be cast iron.

*****Section 712; change to read as follows:**

712.3.3.1 Materials. Pipe and fitting materials shall be constructed of brass, copper, CPVC, ductile iron, stainless steel, galvanized iron, PE, or PVC.

****Section 712.5; add Section 712.5 to read as follows:**

712.5 Dual Pump System. All sumps shall be automatically discharged and, when in any “public use” occupancy where the sump serves more than 10 fixture units, shall be provided with dual pumps or ejectors arranged to function independently in case of overload or mechanical failure. For storm drainage sumps and pumping systems, see Section 1113.

****Section 714, 714.1; change to read as follows:**

SECTION 714 ENGINEERED DRAINAGE DESIGN

714.1 Design of drainage system. The sizing, design and layout of the drainage system shall be permitted to be designed by *approved* design methods.

****Section 802.4; add a sentence to the end of the paragraph to read as follows:**

802.4 Standpipes. Standpipes shall be... *{text unchanged}* ...drains for rodding. No standpipe shall be installed below the ground.

****Section 903.1; change to read as follows:**

903.1 Roof extension. All open vent pipes that extend through a roof shall be terminated at least six (6) inches (152 mm) above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least 7 feet (2134 mm) above the roof.

****Section 1002.10; delete.**

****Section 1106.1; change to read as follows:**

1106.1 General. The size of the vertical conductors and leaders, building storm drains, building storm sewers, and any horizontal branches of such drains or sewers shall be based on six (6) inches per hour rainfall rate.

*****Section 1107.3; change to read as follows:**

1107.3 Sizing of secondary drains. Secondary (emergency) roof drain systems shall be sized in accordance with Section 1106. Scuppers shall be sized to prevent the depth of ponding water from exceeding that for which the roof was designed as determined by Section 1101.7. Scuppers shall not have an opening dimension of less than 4 inches (102 mm). The flow through the primary system shall not be considered when sizing the secondary roof drain system.

*****Section 1202.1; delete Exception 2.**

END

SECTION 6. Section _____ of the Code of Ordinances of the Town of Cross roads, Texas is hereby amended to read as follows.

Deletions and Amendments.

****Section 102.8; change to read as follows:**

102.8 Referenced codes and standards. The codes and standards referenced herein shall be those that are listed in Chapter 15 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC *Electrical Code* shall mean the Electrical Code as adopted.

*****Section 306.3; change to read as follows:**

306.3 Appliances in attics. Attics containing appliances requiring access shall be provided . . . *{bulk of paragraph unchanged}* . . . side of the appliance. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger where such dimensions are not large enough to allow removal of the largest appliance. As a minimum, for access to the attic space, provide one of the following:

1. A permanent stair.
2. A pull down stair with a minimum 300 lb (136 kg) capacity.
3. An access door from an upper floor level.
4. (Delete)

Exceptions:

1. The passageway and level service space are not required where the appliance is capable of being serviced and removed... *{remainder of section unchanged}*

****Section 306; add Section 306.6 to read as follows:**

306.6 Water heaters above ground or floor. When the mezzanine or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A max 10 gallon water heater (or larger with approval) is capable of being accessed through a lay-in ceiling and a water heater is installed is not more than ten (10) feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.

306.6.1 Whenever the mezzanine or platform is not adequately lighted or access to a receptacle outlet is not obtainable from the main level, lighting and a receptacle outlet shall be provided in accordance with Section 306.3.1.

****Section 307.2.3; amend item 2 to read as follows:**

2. A separate overflow drain line shall be connected to the drain pan provided with the equipment. Such overflow drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The overflow drain line shall connect to the drain pan at a higher level than the primary drain connection. However, the conspicuous point shall not create a hazard such as dripping over a walking surface or other areas so as to create a nuisance.

END

CHAPTER 2
ANIMAL CONTROL

ARTICLE 2.01. IN GENERAL.

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 health authority: The chief of police is designated as the local health 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 having title to any animal, or a person who has, harbors or keeps, or causes or permits to be harbored or kept, an animal in his care, 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 health 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 or harborer.

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 animals: 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 animal shall include, but are not limited to: skunks, raccoons, bats, weasels, squirrels, opossums, lesser pandas, binturongs, wolves, hybrids of wolves and canines, 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. - Enforcement.

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

(b) The local health authority, any peace officer or any animal control officer 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 health authority, any peace officer or any animal control officer may send the citation to the alleged offender by registered or certified mail.

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

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

(f) The 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. 2.01.004. 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 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 health 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. On corner lots, both sides shall be considered a front yard.

Sec. 2.01.005. 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 health 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 health 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 health 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 may be humanely euthanized.

Sec. 2.01.006. Reporting animal bites.

(a) Any person having knowledge of any animal bite or scratch to a human that the person could reasonably 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 health 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 health authority prescribed in section 4-15.

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

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

Sec. 2.01.007. Animal quarantine.

(a) When a dog or cat has bitten, or scratched a human, or when the local health 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 health 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 health authority.
- (2) The animal was currently vaccinated against rabies.
- (3) The local health 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 health 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 health authority the reasonable costs of the quarantine, care, treatment and disposition of the animal, and the local health authority may sell and retain proceeds to keep, grant or destroy the animal that the owner or custodian does not take possession of on or before the third day following the final day of quarantine.

Sec. 2.01.008. 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 personal health and welfare or the keeping of any animal in such a manner to deny the lawful use of adjacent property, public property, or to endanger personal health and welfare.
- (4) 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, handler or controller of such animal.
- (6) 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.

(b) With the exception of subsections (1) and (5) above, the local health 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 town tax rolls at the address of such nuisance, shall constitute proper notice.

Sec. 2.01.009. Seizure of an animal which caused death of or serious bodily injury to a person.

(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 county attorney or 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. 2.01.010. 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 section 4-18(c), that the owner of a vicious animal has failed to comply with subsection (1) or (2), 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 shall 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 section 4-18; 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 a justice, county, or municipal court of competent jurisdiction. An owner may appeal the decision of the justice, county, or municipal court in the same manner as appeal for other cases from the justice, county, or municipal court.

Sec. 2.01.011. - Prohibited animals.

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

(b) A special use permit for the keeping or harboring of wild animals may be obtained from a duly appointed representative of the local health 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) Wild animal being kept as a pet provided the animal is not generally considered by the representative of the local health 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 health 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 health authority. Prior to the renewal of any permit, the local health authority shall review such application and make a decision regarding the approval thereof. In the event the application for a permit is denied or granted by the local health authority, an appeal may be taken as provided in this article by any person aggrieved by the decision of the local health authority.

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

(g) Subsections (a) through (f) inclusive of section 4-19 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) A person who sells in the town a wild animal as defined in this article, shall:

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

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

c. 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.

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

e. *Fee for permit.* The fee for a permit as authorized herein shall be determined by resolution of the town council, and the permit shall be valid for a designated period of time as established by

the local health authority, but shall not be valid for more than one year. Prior to the renewal of any permit, the local health authority shall review such application and make a decision regarding the approval thereof. If the renewal of the permit is denied or granted by the local health authority, an appeal may be taken as provided in this article by any person aggrieved by the decision of the local health authority.

Sec. 2.01.012. Appeal process.

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

(b) The decision of the duly appointed representative of the local health authority will be considered by an appeal committee consisting of the chief of police, the town's 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 town council may either grant or deny the permit. 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 section 4-17.
- (4) Any animal running at large.
- (5) Any animal treated in a manner determined to be in violation of section 42.10 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 health authority.
- (7) Any animal violating 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 health authority can impound such animal. When so notified, it shall be the duty of the local health authority to have such animal impounded as herein provided.

(c) Reasonable effort shall be made by a local health authority to contact the owner of any impounded animal which is wearing 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 health 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 court of jurisdiction.

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

(g) The town manager 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 72 hours, except that any animal wearing a current vaccination tag shall be impounded for six days prior to its destruction.

(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 health 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 health 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 health authority.

RESOLUTION NO. 2016-0919-01

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 19th day of September, 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 commercial 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

WHEREAS, the Town Council of the Town (Council) on September 19, 2016 considered and approved Resolution 2016-0919-01 adopting the Policy.

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. Following are the goals of this Policy:

- A. Enhance the commercial viability and sustainability of commercial properties in the Town;
- 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 cost of permits, fees, construction materials, and installation labor. All other associated costs are deemed excluded, including, but not exclusively, the following costs: design, construction document preparation, bidding, sweat equity and construction financing.

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: An area outside the annexed municipal limits of the Town, over which the Town has the right to annex at some point in time based on certain provisions.

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 Extra Territorial Jurisdiction.
 - ii. Non-residentially Zoned: Property must be zoned for uses other than 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, all residential properties.
- 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;
 - 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;
 - Fees for designing, engineering, surveying, legal services, financing, etc.; 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 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: 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, 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 \$8,000 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.
- 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.
- 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 illegal, invalid, or unenforceable under present or future laws, 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:
EM:		EM:
Address:		Address:



**TOWN OF CROSS ROADS
BOARD / COMMISSION APPLICATION
Fiscal Year 2016**



Please check the appropriate Board, Commission or Committee(s) you are interested in serving on:
If you are interested in more than one, please rate your preference.

- Architecture Review Board
- Municipal Development District
- Northeast Police Commission

- Parks and Recreation Board
- Planning & Zoning Commission

We strongly encourage that a brief resume be submitted along with your application.

Please print legibly:

Name: William (Bill) George Email: Bill.george@me.com
 Address: 110 Las Colinas Trail City: Cross Roads
 Home Phone: na Work Phone: na
 Cell Phone: 940-368-1034 Preferred Method of Contact? phone call/text

Occupation, Experience / Degrees Held?

Career Law Enforcement 75 till Retirement. Federal Program management 2000 till Retirement. Part time consultant for Intergrated Emergency Management dealing with Federal Prepardness exercises in the Chemical Stockpile Emergency Prepardness Program.

Do you currently preside on this Board/Committee/Board?

No

If so, how long have you been on this Board/Committee/Board?

na

Why do you want to serve on this group?

I would like to bring my experience and knowledge to the Commission.

Do you have any potential conflicts of interest?

None that I am aware of.

Do you have any related experience?

Master Peace Officer Certification, anl entire Career in Law Enforcement. Program Manager of Federal Program which budgeted and over saw a multi-million budget each year.

What do you feel you have to offer this group?

Experience in Law Enforcement Middle and upper Management and knowledge of the community and county.

TEXAS PUBLIC INFORMATION ACT

Notice to Applicants: Once submitted, information contained in and included with this application is considered public record and must be released if a request is made. According to Texas Government Code Section 552.024., The Public Information Act allows employees, public officials, and former employees and officials to elect whether to keep certain information about them confidential. Unless you choose to keep it confidential, the following information about you may be subject to public release if requested under the Texas Public Information Act, Therefore, please indicate whether you wish to allow public release of the following information:

	ALLOW PUBLIC ACCESS	
	NO	YES
Home Address	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Home Phone Number	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cell Phone Number	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Personal Email Address	<input checked="" type="checkbox"/>	<input type="checkbox"/>

William George
Official Signature

William George
Official Name (Please Print Legibly)

9-9-16
Date Submitted

Received By

TOWN OF CROSS ROADS
RESOLUTION NO. 2016-0919-01

A RESOLUTION OF THE TOWN OF CROSS ROADS, TEXAS, APPOINTING A COMMISSIONER TO THE NORTHEAST POLICE DEPARTMENT BOARD OF COMMISSIONERS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 19, 2013, the Town of Cross Roads, Texas (“Cross Roads”), entered into the Northeast Police Department Agreement (“Agreement”) with the City of Krugerville (“Krugerville”), creating the Northeast Police Department (“Department”), having jurisdiction over all police matters in both Krugerville and Cross Roads; and

WHEREAS, this Agreement, modified on August 22, 2016, now provides that the Department will be governed by a six (6) member Board of Commissioners (“Board”), of which one member from Cross Roads will serve as the Commission Chair, who shall be appointed by Cross Roads, and who shall call and preside at all meetings of the Board, but shall not be a voting member except in the event of a tie vote of the Board, effective October 1, 2016; and

WHEREAS, the Agreement provides that the Board shall consist of four (4) commissioners from Cross Roads and two (2) commissioners from Krugerville; and that the commissioners representing each of the contracting municipalities on the Board shall be named thereto as the representatives of that contracting municipality by formal resolution of the governing body of each contracting municipality; and

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

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

SECTION 2. The following individual is hereby appointed as the fourth (4) Cross Roads Commissioner on the Board:

Commissioner William George

SECTION 3. This resolution shall take effect immediately from and after the date of its passage, subject to the conditional approval criteria set forth herein.

PASSED, APPROVED AND ADOPTED by the Town of Cross Roads, Texas, on this the 19th day of September, 2016.

Steve Smith, Mayor
Town of Cross Roads, Texas

Teddi Lee, Town Secretary
Town of Cross Roads, Texas

APPROVED AS TO FORM:

David Berman, Town Attorney
Town of Cross Roads, Texas

(SEAL)

TOWN OF CROSS ROADS

CHECK DETAIL

August 2016

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
1010 CASH-OPERATING						
08/01/2016	Expense		North East Police Department	ILA POLICE SERVICES		-37,040.43
				ILA Police Services		37,040.43
08/01/2016	Check	8674	Blue Cross Blue Shield	August Health Coverage		-1,573.18
				August Health Coverage		1,573.18
08/01/2016	Check	8675	Mike Carroll	2016 Invoice for May, June and July 2016		-700.00
						700.00
08/01/2016	Check	8676	The Core Technology	Onsite Tech service		-380.00
				Onsite Tech Support Conference Room Access Point		380.00
08/02/2016	Check	8677	WEX	Town Card Fuel Truck Fuel		-114.71
						114.71
08/03/2016	Tax Payment		IRS	Tax Payment for Period: 07/27/2016-07/29/2016 Federal Taxes 941/944		-2,285.72
				Federal Taxes (941/944)		-2,285.72
08/03/2016	Check	8678	Xerox	xerox Xerox metered copies		-242.49
						242.49
08/03/2016	Check	8679	Mustang Special Utility District	City Hall and City Park		-359.07
				City Hall		293.55
				City Park		65.52
08/04/2016	Check	8680	Kimley Horn	Naylor Road Improvements/ Invoice -through June 30, 2016		-6,110.00
				Naylor Road Improvements/ Invoice -through June 30, 2016		6,110.00
08/08/2016	Check	8681	Wopac Construction, Inc	Fishtrap Road Improvement Project. Mobilization and bonding		-258,832.29
						258,832.29
08/08/2016	Check	8682	Texas Municipal Retirement System	City #00321		-3,359.79
				EMPLOYEE TMRS		-1,651.59
				EMPLOYER TMRS		-1,708.20

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
08/08/2016	Check	8683	Best Practices LLC	Available Land Summary, Prospect Letter of Interest, Meeting with MDD Board		-437.50
				Prepare Property Enhancement Incentive Policy		-437.50
08/08/2016	Check	8684	JPMorgan Chase Bank NA			-8,418.97
				Meetings, appreciation dinner for officers		307.67
				street sign		80.34
				bingo prizes, supplies & t-shirts,		1,401.31
				office supply		411.14
				maintenance supplies		390.96
				animal control		3,990.00
				Intuit		276.45
				certification training and TML registration		1,130.00
				Library summer reading program		410.95
				traveling expense NTTA		20.15
08/08/2016	Check	8685	CoServ	Walmart light 424 & 2402FM 424		-373.61
				HWY 424 Walmart Light		12.86
				HWY 380 Walmart Light		12.86
				2402 FM 424		23.59
				1401 FM 424 City Hall		324.30
08/08/2016	Check	8686	Pilot Point Post Signal			-43.32
				PH Budget, PH		43.32
08/08/2016	Check	8687	Billy Joe Lerma			-1,965.00
				Clean up on Historic and Pottershop, dump fee, remove tree on moseley		1,222.50
				Asphalt on roads		467.50
				Clean Town Hall and Office Closet		275.00
08/11/2016	Payroll Check	DD	Ms. Susan D Zambrano	Pay Period: 07/30/2016-08/12/2016		-1,833.02
				Direct Deposit		-1,833.02
08/11/2016	Payroll Check	DD	Rebecca Ross	Pay Period: 07/30/2016-08/12/2016		-2,130.40
				Direct Deposit		-2,130.40
08/11/2016	Payroll Check	DD	Teddi L. Lee	Pay Period: 07/30/2016-08/12/2016		-1,666.57
				Direct Deposit		-1,666.57
08/12/2016	Check	8688	Signs by Design			-2,007.77

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
08/18/2016	Check	8702	Humana	September Coverage		-18.15
				Vision for September Coverage		18.15
08/18/2016	Check	8703	TML Intergovernmental Risk Pool	Dues 6380 Membership Dues for FY17		-536.00
						536.00
08/25/2016	Payroll Check	DD	Ms. Susan D Zambrano	Pay Period: 08/13/2016-08/26/2016		-1,833.02
				Direct Deposit		-1,833.02
08/25/2016	Payroll Check	DD	Teddi L. Lee	Pay Period: 08/13/2016-08/26/2016		-1,666.59
				Direct Deposit		-1,666.59
08/25/2016	Payroll Check	DD	Rebecca Ross	Pay Period: 08/13/2016-08/26/2016		-2,130.40
				Direct Deposit		-2,130.40
08/25/2016	Check	8710	Billy Joe Lerma			-175.00
				Clean Town Hall		175.00
08/25/2016	Check	8711	Blue Cross Blue Shield	September Health Coverage		-1,573.18
				September Health Coverage		1,573.18
08/29/2016	Check	8712	Green Eagle Garage Door Co.			-450.00
				Roll Up Garage Door		450.00
08/31/2016	Check	8714	Ben Haleem			-740.00
				Refund of Developers Deposit		-740.00
08/31/2016	Check	8715	Wopac Construction, Inc			-38,609.14
				Fishtrap Road Improvement Project. Final Invoice, Seeding, Erosion, Fill and Compact.		38,609.14
PayPal Bank						
08/05/2016	Expense	74B36227MA356181G	PayPal	Fee for PayPal Transaction (Reference: PayPal Transaction # 74B36227MA356181G)		-7.15
				Fee for PayPal Transaction		7.15
08/08/2016	Expense	7NB519295B288500W	PayPal	Fee for PayPal Transaction (Reference: PayPal Transaction # 7NB519295B288500W)		-35.15
				Fee for PayPal Transaction		35.15

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
08/09/2016	Expense	8R4534421M694571M	PayPal	Fee for PayPal Transaction (Reference: PayPal Transaction # 8R4534421M694571M)		1.35
				Fee for PayPal Transaction		1.35
08/10/2016	Expense	07703525C12207910	PayPal	Fee for PayPal Transaction (Reference: PayPal Transaction # 07703525C12207910)		-35.15
				Fee for PayPal Transaction		35.15
08/15/2016	Expense	9G781640BD6715319	PayPal	Fee for PayPal Transaction (Reference: PayPal Transaction # 9G781640BD6715319)		-14.50
				Fee for PayPal Transaction		14.50
08/15/2016	Expense	2A260575C3596770S	PayPal	Fee for PayPal Transaction (Reference: PayPal Transaction # 2A260575C3596770S)		-1.90
				Fee for PayPal Transaction		1.90
08/19/2016	Expense	636114511T637610F	PayPal	Fee for PayPal Transaction (Reference: PayPal Transaction # 636114511T637610F)		-11.88
				Fee for PayPal Transaction		11.88
08/26/2016	Expense	5U3487827E400581T	PayPal	Fee for PayPal Transaction (Reference: PayPal Transaction # 5U3487827E400581T)		-2.31
				Fee for PayPal Transaction		2.31
08/26/2016	Expense	1U860593L0774203M	PayPal	Fee for PayPal Transaction (Reference: PayPal Transaction # 1U860593L0774203M)		-3.24
				Fee for PayPal Transaction		3.24
08/26/2016	Expense	2C4959684B497144V	PayPal	Fee for PayPal Transaction (Reference: PayPal Transaction # 2C4959684B497144V)		-7.15
				Fee for PayPal Transaction		7.15

Tuesday, Sep 13, 2016 05:01:27 PM PDT GMT-5

DATE	CLIENT	VENDOR	MEMO/DESCRIPTION	AMOUNT
08/01/2016		State Comptroller		151,959.78
		State Comptroller	City Sales Tax and Allocation	130,251.24
		State Comptroller	City Sales Tax	21,708.54
08/03/2016				4,678.80
	Gerald Franklin Agency INC		TABC Permit for Corner Store	60.00
	Fuzzy's Taco Shop		Health Permit Payment	-275.00
	Taco Bell		Health Permit Payment	-275.00
	CVS Store		Health Permit Payment	-815.00
	Whataburger			-550.00
	Villa Grande			-275.00
	Stewart Environmental Air Systems, Inc.		Annual Contractor Registration Fee	-50.00
	Subway			-275.00
	Jacob's Liquor			-275.00
	CASCO		Building Permit for American Stat Care	-1,278.80
	Rice Pot Express			-275.00
	Prairie House			-275.00
08/05/2016	gmcneal@luminhealth.com		Money Received (Reference: PayPal Transaction # 74B36227MA356181G)	200.00
	gmcneal@luminhealth.com		Amount	200.00
08/08/2016	PayPal Customer		Money Received (Reference: PayPal Transaction # 7NB519295B288500W)	1,000.00
	PayPal Customer		Amount	1,000.00
08/08/2016				7,436.43
		Southwestern Bell	Southwestern Bell	1,760.37
		BullsEye Telecom, Inc	Bullseye Telecom	21.00
	CADG Cross Oak Ranch, LLC		Chamber Rental	60.00
		Mustang Special Utility District	Mustang Franchise	1,123.25
		IESI Corporation	IESI Progressive Waste	3,951.73
		Verizon	Verizon franchise fees	1.24
		Texas New Mexico Power	Franchise Fees TNM	48.84
	Golden Triangle Fire Protection		Fire Sprinkler Plans for American Stat Care	-250.00
	Kimley-Horn and Associates, Inc.		Replat Fee for Lot 7, Blk A of Cross Roads Retail for Sage Crossroads, LLC	-220.00
08/08/2016	KENNETH GREEN		Money Received	50.00

	KENNETH GREEN	(Reference: PayPal Transaction # 8R4534421M694571M) Amount	50.00
08/10/2016	Courtney.Davidson@Jacobs.com	Money Received (Reference: PayPal Transaction # 07703525C12207910)	1,000.00
	Courtney.Davidson@Jacobs.com	Amount	1,000.00
08/15/2016	craig@ontimesignsdallas.com	Money Received (Reference: PayPal Transaction # 9G781640BD6715319)	410.00
	craig@ontimesignsdallas.com	Amount	410.00
08/15/2016			330,046.72
	Southwestern Bell	Right of Way	1,196.98
	At&T Communication of Texas	Right of Way	205.80
	Granite Telecommunications	Right of Way	71.27
	Denton County Auditor James Wells	Naylor Reimbursement	328,297.67
	Jack in the Box		-275.00
08/15/2016	PayPal Customer	Money Received (Reference: PayPal Transaction # 2A260575C3596770S)	50.00
	PayPal Customer	Amount	50.00
08/18/2016	Mustang SUD		104,285.30
	Mustang SUD	Naylor Road -Mustang Addition Reimbursement	104,285.30
08/19/2016	skicon3409@aol.com	Money Received (Reference: PayPal Transaction # 636114511T637610F)	335.00
	skicon3409@aol.com	Amount	335.00
08/26/2016	PayPal Customer	Money Received (Reference: PayPal Transaction # 5U3487827E400581T)	85.74
	PayPal Customer	Amount	85.74
08/26/2016	JAMES D FOSTER	Money Received (Reference: PayPal Transaction # 1U860593L0774203M)	120.00
	JAMES D FOSTER	Amount	120.00

08/26/2016 whitaker.mailbox@verizon.net

Money Received 200.00

(Reference: PayPal

Transaction #

2C4959684B497144V)

whitaker.mailbox@verizon.net

Amount

200.00

TOWN OF CROSS ROADS
BUDGET VS. ACTUALS: FY 2016 - FY16 P&L
 October 2015 - August 2016

	OCT 2015		NOV 2015		DEC 2015		JAN 2016		FEB 2016		MAR 2016		APR 2016		MAY 2016		JUN 2016		JUL 2016		AUG 2016		TOTAL		
	ACTUAL	BUDGET	ACTUAL	BUDGET																					
Income																									
3005 TAX REVENUES																								\$0.00	\$0.00
3010 SALES TAX COLLECTIONS	101,692.71	90,000.00	106,127.70	100,000.00	101,457.28	95,000.00	106,543.85	100,000.00	141,987.95	135,000.00	93,154.81	95,000.00	102,971.45	95,000.00	112,998.24	95,000.00	104,746.48	95,000.00	114,818.70	125,000.00	130,251.24	115,000.00	\$1,216,750.41	\$1,140,000.00	
3012 ROAD IMPROV. SALES TAX	16,948.78	12,500.00	17,687.95	12,500.00	16,909.55	17,500.00	17,757.31	17,500.00	23,664.66	18,500.00	15,525.80	18,000.00	17,161.91	18,000.00	18,833.04	18,000.00	17,457.75	18,000.00	19,136.45	18,000.00	21,708.54	18,000.00	\$202,791.74	\$186,500.00	
3015 BEVERAGE TAX COLLECTIONS	3,187.59	2,625.00		0.00		0.00	2,836.91	2,625.00		0.00		0.00	2,913.87	0.00		0.00		0.00	3,421.38	2,625.00		0.00	\$12,359.75	\$7,875.00	
3020 FRANCHISE TAX-S.W. BELL/AT&T		0.00	3,066.13	0.00		3,062.00		0.00	3,605.99	0.00		3,063.00		0.00	3,197.22	0.00		3,063.00		0.00	3,163.15	0.00	\$13,032.49	\$9,188.00	
3021 FRANCHISE TAX-PROGRESSIVE	3,250.34	0.00		0.00		3,437.00	3,662.00	0.00		0.00		3,437.00	3,558.82	0.00		0.00		3,438.00		0.00	3,951.73	0.00	\$14,422.89	\$10,312.00	
3022 FRANCHISE TAX-COSERV ELECTRIC		0.00		0.00		15,561.00	64,561.14	0.00		0.00		15,563.00		0.00		0.00		15,563.00		0.00		0.00	\$64,561.14	\$46,687.00	
3024 FRANCHISE TAX-COSERV GAS		0.00		0.00		1,186.00		0.00		0.00		1,188.00	3,715.14	0.00	1,353.10	0.00		1,188.00		0.00		0.00	\$5,068.24	\$3,562.00	
3025 FRANCHISE TAX-ATMOS/ONCOR/TXU		0.00		0.00		2,125.00		0.00		0.00	2,868.94	2,125.00	6,081.54	0.00		0.00		2,125.00		0.00		0.00	\$8,950.48	\$6,375.00	
3026 FRANCHISE TAX-TEX/N.M. POWER		0.00	81.05	0.00		68.00		0.00	51.29	0.00		69.00	50.57	0.00		0.00		69.00		0.00	48.84	0.00	\$231.75	\$206.00	
3027 FRANCHISE TAX-MUSTANG SUD		0.00	3,115.73	0.00		1,586.00		0.00		0.00	3,001.09	1,588.00		0.00	788.45	0.00		1,588.00		0.00	1,123.25	0.00	\$8,028.52	\$4,762.00	
3028 FRANCHISE TAX-SAGE TELECOM	3.72	0.00		0.00		3.00		0.00		0.00		4.00		0.00	74.20	0.00		4.00		0.00		0.00	\$77.92	\$11.00	
3029 FRANCHISE TAX-OTHER	24.29	0.00	151.71	0.00		132.00	28.00	0.00	208.34	0.00		131.00	29.40	0.00	84.46	0.00		131.00	85.40	0.00	93.51	0.00	\$705.11	\$394.00	
Total 3005 TAX REVENUES	125,107.43	105,125.00	130,230.27	112,500.00	118,366.83	139,660.00	195,389.21	120,125.00	169,518.23	153,500.00	114,550.64	140,168.00	136,482.70	113,000.00	137,328.71	113,000.00	122,204.23	140,169.00	137,461.93	145,625.00	160,340.26	133,000.00	\$1,546,980.44	\$1,415,872.00	
3048 MDD TRANSFER		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	\$0.00	\$0.00	
3100 FEES & PERMIT REVENUES																							\$0.00	\$0.00	
3120 DEVELOPMENT/SUB. PERMITS FEES	200.00	0.00	940.00	0.00	390.00	2,500.00	130.00	0.00	530.00	0.00	300.00	2,500.00		0.00	2,980.00	0.00	760.00	2,500.00	200.00	0.00	220.00	0.00	\$6,650.00	\$7,500.00	
3130 RES.BUILDING PERMITS FEES		7,087.00		7,083.00	1,244.00	7,083.00	2,231.00	7,083.00	2,521.00	7,083.00	4,392.00	7,083.00		7,083.00		7,083.00		7,083.00	2,003.00	7,083.00	36.00	7,083.00	\$12,427.00	\$77,917.00	
3135 COM. BUILDING PERMIT FEES		2,917.00	1,100.00	2,913.00	4,417.46	2,917.00	15,189.75	2,917.00	350.00	2,917.00	1,015.00	2,917.00	10,402.60	2,917.00	3,250.00	2,917.00	1,434.00	2,917.00	1,250.00	2,917.00	400.00	2,917.00	\$38,808.81	\$32,083.00	
3140 RES. SEPTIC PERMITS FEES	425.00	292.00		288.00		292.00		292.00		292.00		292.00		292.00		292.00		292.00		292.00		292.00	\$425.00	\$3,208.00	
3141 COM. SEPTIC PERMIT FEES	950.00				425.00		1,325.00		1,275.00			475.00		425.00				400.00					\$5,275.00	\$0.00	
3145 HEALTH PERMIT INSPECTIONS FEES		458.00	240.00	458.00		462.00	1,305.00	458.00	2,750.00	458.00		458.00		458.00		458.00		458.00	3,890.00	458.00	1,650.00	458.00	\$9,835.00	\$5,042.00	
3150 SIGNS PERMIT FEES	940.00	313.00	480.00	313.00	155.00	307.00	170.00	313.00		313.00	255.00	313.00	1,415.00	313.00	1,710.00	313.00	1,555.00	313.00	70.00	313.00	1,075.00	313.00	\$7,825.00	\$3,437.00	
3160 RES. BUILDING REVIEW INSP. FEES	250.00	2,292.00	926.00	2,292.00	2,318.00	2,288.00	1,780.00	2,292.00	2,394.00	2,292.00	2,922.00	2,292.00	690.00	2,292.00	380.00	2,292.00	470.00	2,292.00	2,289.00	2,292.00	340.00	2,292.00	\$14,759.00	\$25,208.00	
3165 COM. BUILDING REVIEW INSP. FEES		2,083.00	1,462.45	2,083.00	2,111.10	2,087.00	14,935.17	2,083.00	2,035.40	2,083.00	2,347.95	2,083.00	8,502.45	2,083.00	1,870.95	2,083.00	1,997.20	2,083.00	1,783.80	2,083.00	2,083.00	2,083.00	\$37,046.47	\$22,917.00	
Total 3100 FEES & PERMIT REVENUES	2,765.00	15,442.00	5,148.45	15,430.00	11,060.56	17,936.00	37,065.92	15,438.00	11,855.40	15,438.00	11,231.95	17,938.00	21,485.05	15,438.00	10,615.95	15,438.00	6,216.20	17,938.00	10,102.00	15,438.00	5,504.80	15,438.00	\$133,051.28	\$177,312.00	
3690 OTHER REVENUES																							\$0.00	\$0.00	
3700 MISCELLANEOUS																							\$0.00	\$0.00	
3705 CONTRACTOR REGISTRATION	100.00	354.00	200.00	354.00	400.00	356.00	150.00	354.00	250.00	354.00	400.00	354.00	650.00	354.00	500.00	354.00	700.00	354.00	400.00	354.00	300.00	354.00	\$4,050.00	\$3,896.00	
3710 OPEN RECORD REQUESTS											86.15												\$86.15	\$0.00	
3730 FARMERS MARKET VENDORS													45.00		90.00		135.00						\$270.00	\$0.00	
3740 ADMINISTRATIVE FEE		208.00	50.00	208.00	130.13	212.00	400.00	208.00	150.00	208.00	150.00	208.00	750.00	208.00	50.00	208.00	180.00	208.00	270.00	208.00	220.00	208.00	\$2,350.13	\$2,292.00	
Total 3700 MISCELLANEOUS	100.00	562.00	250.00	562.00	530.13	568.00	550.00	562.00	400.00	562.00	636.15	562.00	1,445.00	562.00	640.00	562.00	1,015.00	562.00	670.00	562.00	520.00	562.00	\$6,756.28	\$6,188.00	
3800 INTEREST INCOME	463.10	292.00	424.24	292.00	430.46	288.00	407.43	292.00	407.06	292.00	531.99	292.00	584.25	292.00	571.92	292.00	572.28	292.00	466.35	292.00	292.00	292.00	\$4,859.08	\$3,208.00	
3810 INTEREST INCOME-ROADS	37.82	29.00	44.88	29.00	52.95	31.00	60.12	29.00	64.80	29.00		29.00		29.00	93.32	29.00	94.97	29.00	108.26	29.00	29.00	29.00	\$557.12	\$321.00	
Total 3690 OTHER REVENUES	600.92	883.00	719.12	883.00	1,013.54	887.00	1,017.55	883.00	871.86	883.00	1,168.14	883.00	2,029.25	883.00	1,305.24	883.00	1,682.25	883.00	1,244.61	883.00	520.00	883.00	\$12,172.48	\$9,717.00	
3746 COUNTY ROAD CONTRIBUTIONS		0.00		0.00		0.00		0.00		300,000.00		0.00	262,883.45	0.00		0.00	6,956.24	0.00		0.00	328,297.67	0.00	\$598,137.36	\$300,000.00	
3748 Mustang Reimbursement																					104,285.30		\$104,285.30	\$0.00	
Sales									2,000.00								2,000.00				2,000.00		\$6,000.00	\$0.00	
Unapplied Cash Payment Income											50.00												\$50.00	\$0.00	
Total Income	\$128,473.35	\$121,450.00	\$136,097.84	\$128,813.00	\$130,440.93	\$158,483.00	\$233,472.68	\$136,446.00	\$184,245.49	\$469,821.00	\$127,000.73	\$158,989.00	\$422,880.45	\$129,321.00	\$149,249.90	\$129,321.00	\$139,058.92	\$158,990.00	\$148,808.54	\$161,946.00	\$600,948.03	\$149,321.00	\$2,400,676.86	\$1,902,901.00	
Gross Profit	\$128,473.35	\$121,450.00	\$136,097.84	\$128,813.00	\$130,440.93	\$158,483.00	\$233,472.68	\$136,446.00	\$184,245.49	\$469,821.00	\$127,000.73	\$158,989.00	\$422,880.45	\$129,321.00	\$149,249.90	\$129,321.00	\$139,058.92	\$158,990.00	\$148,808.54	\$161,946.00	\$600,948.03	\$149,321.00	\$2,400,676.86	\$1,902,901.00	
Expenses																							\$0.00	\$0.00	
6000 ADMINISTRATIVE/GOVERNMENTAL																							\$0.00	\$0.00	
6010 ACCOUNTING & AUDITING FEES		0.00		0.00		3,300.00		0.00		0.00		0.00	3,500.00	0.00		0.00		0.00		0.00		0.00	\$3,500.00	\$3,300.00	
6050 ADVERTISING & PROMOTION		2,083.00	7,636.15	2,083.00	46.99	2,087.00	10.00	2,083.00	1,873.44	2,083.00	4,745.91	2,083.0													

NEPD	Town Of Crossroads	<u>185,518.83</u>
General Fund	Town Of Crossroads	<u>703,341.54</u>
Public Safety	Town Of Crossroads	<u>250,986.10</u>
Roads Fund .25%	Town Of Crossroads	<u>294,503.45</u>
DEV. Agreements	Town Of Crossroads	<u>74,990.63</u>
MDD .25%	Town Of Crossroads	<u>35,418.90</u>
NEPD Seizure	Town Of Crossroads	<u>3,138.99</u>
Legal Fund	Town Of Crossroads	<u>250,961.59</u>
		1,798,860.03