

NOTICE OF
TOWN COUNCIL SPECIAL MEETING
TOWN OF PROVIDENCE VILLAGE, TEXAS
PROVIDENCE VILLAGE TOWN HALL
1745 F.M. 2931
TUESDAY, FEBRUARY 17, 2015
6:30 P.M. Special Session

AGENDA

SPECIAL SESSION 6:30 p.m.

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. OPEN FORUM:

Open Forum is for information only. The Council can take no action. No charges and/or complaints will be heard against any elected official, appointed official or employee of the Town unless presented in writing as prescribed in Chapter 22, paragraph 22.043 of the Local Government Code. Speaking time will be limited to three (3) minutes.

**Please note* Anyone wishing to furnish the Town Council with copies/handouts regarding their item of interest must provide 9 copies and present them to the Town Secretary for distribution to the Town Council.*

III. ACTION ITEMS

- a. Consider, discuss and act upon Joint Boundary Ordinance between the Town of Providence Village, Texas and the Town of Cross Roads, Texas and approval of an Interlocal Agreement setting forth Corporate Boundaries and Extraterritorial Jurisdiction of the Towns and providing for certain agreements and adjustments to the boundaries and extraterritorial jurisdiction of the Towns.
- b. Consider, discuss and act upon approval of Providence Village Water Control & Improvement District's Protected Tree Removal Permit Application No. 14-00282-02 for removal of a pecan tree with a 17.1" DBH located in the parkway at 9815 Lexington Dr.
- c. Consider, discuss and act upon approval of Providence Village Water Control & Improvement District's Protected Tree Removal Permit Application No. 15-00052-01 for removal of a pecan tree with a 20.5" DBH located in the parkway at 9819 Lexington Dr.
- d. Consider, discuss and act upon approval of Providence Village Water Control & Improvement District's Protected Tree Removal Permit Application No. 15-00053-01 for removal of a dual stem pecan tree with individual stems measuring 14.5" and 15.7" DBH, with a 26" DBH at the junction located at 1905 Cambridge Dr.

- e. Consider, discuss and act upon approval of Providence Village Water Control & Improvement District's Protected Tree Removal Permit Application No. 15-00054-01 for removal of a cottonwood tree with a 25.5" DBH located in the creek at 1700 Bridgeport Dr.

VI. ADJOURNMENT

The Town Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), 418.183 (homeland security).

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact Town Hall at (940) 365-9333 or by Fax at (940) 365-9373 for further information.

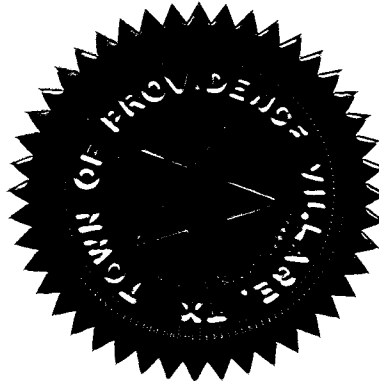
Certification:

I, the undersigned authority do hereby certify that the Notice of Meeting was posted in the window at the Providence Village Town Hall located at 1745 F.M. 2931, Providence Village, Texas, being a place convenient and readily accessible to the general public at all times and said Notice was posted at least 72 hours preceding the scheduled time of said meeting.



Connie S. Hansen, TRMC
Town Secretary

Date Notice Removed



ACTION ITEMS

A

Exhibit “A”

Interlocal Boundary and ETJ Agreement

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

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

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

WHEREAS, the Towns seek to avoid certain conflicts and uncertainty relative to the extent and location of their respective corporate limits and extraterritorial jurisdiction (“ETJ”); and

WHEREAS, each of the Towns has reviewed their respective corporate boundaries and ETJ based upon their respective populations and Chapter 42 of the Texas Local Government Code, and collectively acknowledge and agree that the area reflected in the map attached hereto as Attachment 1 and incorporated herein for all purposes (“Released Boundaries”) would be best served by the municipal services of Providence Village; and

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

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

WHEREAS, the Towns have each submitted to their respective governing bodies an ordinance approving this Boundary Agreement which confirms and adjusts their respective corporate boundaries and ETJ, as set forth herein in Attachment 1.

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

**SECTION 1
INCORPORATION OF PREMISES**

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

**SECTION 2
OBLIGATIONS AND AGREEMENTS OF THE TOWNS**

- 2.01 Boundaries Adjusted. The Towns covenant and agree that from and after the approval and execution of this Boundary Agreement and a Joint Boundary Ordinance by each of the respective Towns, the Released Boundaries shall be released from the ETJ of Cross Roads and added to the ETJ of Providence Village as shown on the attached Attachment 1. The Towns may otherwise expand their ETJ in accordance with state law; however, in no event may Cross Road's ETJ or corporate limits include the Released Boundaries in the area shown on Attachment 1.
- 2.02 Adoption of Official Map. The respective governing bodies of the Towns shall take appropriate action to adopt any amendments to their official map ("Official Map") showing their respective boundaries and ETJ as required by Section 41.001 of the Texas Local Government Code and as amended by a Joint Boundary Ordinance and this Boundary Agreement. The amended Official Map of each Town shall be filed by each respective Town in the deed records of Denton County within thirty (30) days of amendment of the Town's Official Map, and a copy of each Town's ordinance adopting, and authorizing the execution of this Boundary Agreement, after the effective date, shall be filed in the deed records of Denton County.
- 2.03 Boundary and Descriptions. The Towns acknowledge that the boundaries and ETJ depicted on Attachment 1 are not described by metes and bounds and are approximates. The Towns agree to determine and establish such boundaries depicted on Attachment 1 along property lines where possible and to use their best efforts to resolve issues relating to the fixing or setting of the exact location of the boundaries and ETJ consistent with Attachment 1.

**SECTION 3
TERM / CONSIDERATION**

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

consideration and serve the valid government purpose of establishing and confirming corporate boundaries and ETJ.

- 3.02 By entering into this Boundary Agreement, the Towns agree to not, by legal proceedings or other legal process, either directly or by supporting a third party challenge or contest this Boundary Agreement or any of its provisions or attempt in any manner to oppose or set aside the provisions hereof or impair or invalidate any of its provisions. Further, by entering into this Boundary Agreement, Cross Roads agrees to not, by legal proceedings or other legal process, either directly or by supporting a third party attempt to annex or assert any form of ETJ or governmental control over the Released Boundaries identified on Attachment 1.

SECTION 4 GENERAL PROVISIONS

- 4.01 Default. In the event of a breach of this Boundary Agreement by any party hereto, the Towns agree that they may pursue only injunctive relief and/ or specific performance. The Towns waive immunity for injunctive relief and specific performance, and release all other remedies.
- 4.02 Additional Documents. The Towns agree to cooperate fully and in good faith to execute any and all supplementary documents and to take all actions which are necessary to give full force and effect to the basic terms of this Boundary Agreement.
- 4.03 Relationship of Parties. The parties understand and agree that each of the Towns performing obligations required by this Boundary Agreement is acting as an independent entity and that the execution of this Boundary Agreement shall not be construed as creating a joint venture or agency relationship by or among the Towns.
- 4.04 Third Party Beneficiaries. Nothing in this Boundary Agreement shall be construed to create any right in any third party not a signatory to this Boundary Agreement and the parties do not intend to create any third party beneficiaries by entering into this Boundary Agreement.
- 4.05 Notices. All written notices under this Boundary Agreement must be hand delivered or sent by certified mail return receipt requested addressed to the proper party at the following addresses:

Town of Providence Village:

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

With a copy to:

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

Town of Cross Roads:

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

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

- 4.06 Capacity. Each of the signatories below hereby represents that this Boundary Agreement has been approved by his or her Town Council and that he/she has full capacity and authority to sign and assume all obligations granted and assumed under this Boundary Agreement.
- 4.07 Waiver of Breach. Forbearance or waiver of one or more instances of breach of this Boundary Agreement by any party shall not constitute a continuing forbearance or a waiver of any subsequent breach of this Boundary Agreement.
- 4.08 Applicable Law/Venue/Mediation. This Boundary Agreement shall be construed under, and in accordance with the laws of the State of Texas, and exclusive venue shall lie in Denton County, Texas. If one or more disputes arise with regard to the interpretation, performance and/or breach of this Boundary Agreement or any of its provisions, the Towns agree to attempt in good faith to resolve same by scheduling and attending one-half (1/2) day of mediation. The mediation shall be conducted within thirty (30) days of the dispute with a mediator agreed to by the Towns, and the cost of the mediation shall be shared equally by the Towns. If the Towns are unable to agree to a mediator, the Denton County Court at Law Number 1 Judge shall decide upon a mediator. If a Town refuses to mediate, that Town shall not recover or seek to recover attorney's fees or costs in any lawsuit brought to construe or enforce this Boundary Agreement.
- 4.09 Legal Construction/Severability. In case any section, article, paragraph, provision, sentence, clause, phrase or word provisions contained in this Boundary Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision

of this Boundary Agreement, and this Boundary Agreement shall be construed as if the invalid, illegal, or unenforceable provision had not been included in this Boundary Agreement. Such holding shall not affect the validity of the remaining portions of this Boundary Agreement, and the respective governing body of each of the Towns hereby declares it would have passed and approved such remaining portions of this Boundary Agreement despite such invalidity, which remaining portions shall remain in full force and effect. The parties expressly agree that if, as of the effective date of this Boundary Agreement, any portion of the Released Boundaries are within the corporate limits or ETJ of any other municipality that is not a party to this Boundary Agreement, the remainder of the Boundary Agreement shall remain in full force and effect as if such property had not been included.

- 4.10 Entire Agreement. This Boundary Agreement constitutes the sole and entire agreement of the Towns and supersedes any prior understandings or written or oral agreements between the Towns relating to the subject matter of this Boundary Agreement.
- 4.11 Construction. This Boundary Agreement has been negotiated by the parties and shall be deemed drafted equally by all parties hereto. The language of all parts of this Boundary Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 4.12 Amendment. No amendment, modification, or alteration of the terms of this Boundary Agreement shall be binding unless it is in writing, dated subsequent to the date of this Boundary Agreement, and duly approved and executed by the Town Council of each of the Towns to this Boundary Agreement.
- 4.13 Counterparts. This Boundary Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

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

Mayor, David Shuck
Town of Providence Village, Texas

EFFECTIVE DATE: _____

ATTEST:

Town Secretary, Connie Hansen
Town of Providence Village, Texas

APPROVED AS TO FORM:

Town Attorney, Phillip Mark Furlow
Town of Providence Village, Texas

Mayor
Town of Cross Roads, Texas

EFFECTIVE DATE: _____

ATTEST:

Town Secretary
Town of Cross Roads, Texas

APPROVED AS TO FORM:

Town Attorney
Town of Cross Roads

Attachment 1

**Map of ETJ Released
to Providence Village by Cross Roads**

ACTION ITEMS

B



TOWN OF
PROVIDENCE
VILLAGE

Protected Tree Removal Permit

PERMIT NO. _____

Date: 2-12-2015

Applicant: Providence Village Water Control District Property Owner: Providence Village Water Control District

Property Address: 9815 Lexington

Phone: _____ Email: ghugie@pvwcid.com or scott.geer@treeshepherds.net

REASON FOR PERMIT REQUEST

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

- Tree 18 inches or greater DBH (diameter at breast height/ 4 ½ foot height).
- Undeveloped residential development property or lots prior to any clearing of trees over 6" in DBH. Tree preservation plan must be submitted prior to clearing any trees larger than 6" DBH.
- Permit requesting removal of trees 6" or greater DBH including dead trees.
- Commercial development **PRIOR** to any clearing or removal of trees or other action that could impact the trees.
- Dead/Diseased trees over 6" DBH (diameter at breast height/4 ½ foot height). Describe below
- No trees on the property

Description of Action: Removal of hazardous tree. The pecan is 17.1" dbh and is in serious decline from construction damage to the roots. The tree is in the parkway in front of 9815 Lexington.

[Please attach an additional sheet if more space needed]

DOCUMENTATION ATTACHED

- Photos Tree Preservation Plan Tree Location Map
- Signed Affidavit Other _____

OFFICE USE ONLY

Rec'd by: _____ Date: _____ Time: _____ Approved Denied

Signature: _____

ACTION ITEMS

C



TOWN OF
PROVIDENCE
VILLAGE

Protected Tree Removal Permit

PERMIT NO. _____

Date: 2-12-2015

Applicant: Providence Village Water Control District Property Owner: Providence Village Water Control District

Property Address: 9819 Lexington

Phone: _____ Email: ghugie@pvwcid.com or scott.geer@treeshepherds.net

REASON FOR PERMIT REQUEST

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

- Tree 18 inches or greater DBH (diameter at breast height/ 4 ½ foot height).
- Undeveloped residential development property or lots prior to any clearing of trees over 6" in DBH. Tree preservation plan must be submitted prior to clearing any trees larger than 6" DBH.
- Permit requesting removal of trees 6" or greater DBH including dead trees.
- Commercial development **PRIOR** to any clearing or removal of trees or other action that could impact the trees.
- Dead/Diseased trees over 6" DBH (diameter at breast height/4 ½ foot height). Describe below
- No trees on the property

Description of Action: Removal of hazardous tree. The pecan is 20.5" dbh and is in serious decline from construction damage to the roots. The tree is in the parkway in front of 9819 Lexington.

[Please attach an additional sheet if more space needed]

DOCUMENTATION ATTACHED

- Photos Tree Preservation Plan Tree Location Map
- Signed Affidavit Other _____

OFFICE USE ONLY

Rec'd by: _____ Date: _____ Time: _____ Approved Denied

Signature: _____

ACTION ITEMS

D



TOWN OF
PROVIDENCE
VILLAGE

Protected Tree Removal Permit

PERMIT NO. _____

Date: 2-12-2015

Applicant: Providence Village Water Control District Property Owner: Providence Village Water Control District

Property Address: 1905 Cambridge

Phone: _____ Email: ghugie@pvwcid.com or scott.geer@treeshepherds.net

REASON FOR PERMIT REQUEST

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

- Tree 18 inches or greater DBH (diameter at breast height/ 4 ½ foot height).
- Undeveloped residential development property or lots prior to any clearing of trees over 6" in DBH. Tree preservation plan must be submitted prior to clearing any trees larger than 6" DBH.
- Permit requesting removal of trees 6" or greater DBH including dead trees.
- Commercial development **PRIOR** to any clearing or removal of trees or other action that could impact the trees.
- Dead/Diseased trees over 6" DBH (diameter at breast height/4 ½ foot height). Describe below
- No trees on the property

Description of Action: Removal of hazardous tree. The pecan is a dual stem tree. The diameter (dbh) of the two stems below the junction is 26". The two stems are 14.5" and 15.7" respectively. One of the stems is an extreme hazard with a vertical stress crack. The other stem is more healthy, but is a high risk for failure once the first stem is removed.

[Please attach an additional sheet if more space needed]

DOCUMENTATION ATTACHED

- Photos Tree Preservation Plan Tree Location Map
- Signed Affidavit Other _____

OFFICE USE ONLY

Rec'd by: _____ Date: _____ Time: _____ Approved Denied

Signature: _____

ACTION ITEMS

E



TOWN OF
PROVIDENCE
VILLAGE

Protected Tree Removal Permit

PERMIT NO. _____

Date: 2-12-2015

Applicant: Providence Village Water Control District Property Owner: Providence Village Water Control District

Property Address: Bridge on Bridgetport Drive

Phone: _____ Email: ghugie@pvwcid.com or scott.geer@treeshepherds.net

REASON FOR PERMIT REQUEST

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

- Tree 18 inches or greater DBH (diameter at breast height/ 4 ½ foot height).
- Undeveloped residential development property or lots prior to any clearing of trees over 6" in DBH. Tree preservation plan must be submitted prior to clearing any trees larger than 6" DBH.
- Permit requesting removal of trees 6" or greater DBH including dead trees.
- Commercial development **PRIOR** to any clearing or removal of trees or other action that could impact the trees.
- Dead/Diseased trees over 6" DBH (diameter at breast height/4 ½ foot height). Describe below
- No trees on the property

Description of Action: Removal of hazardous tree. The cottonwood has a significant decay hollow in the stem and is a high risk of failure. The target is the street and sidewalk.
The diameter (dbh) of the tree is 25.5".

[Please attach an additional sheet if more space needed]

DOCUMENTATION ATTACHED

- Photos Tree Preservation Plan Tree Location Map
- Signed Affidavit Other _____

OFFICE USE ONLY

Rec'd by: _____ Date: _____ Time: _____ Approved Denied

Signature: _____