NOTICE OF
REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, OCTOBER 28, 2019, 6:00 PM

AGENDA

Call to Order

Roll Call

Pledge of Allegiance to the U.S. And Texas Flags

Invocation

Items of Community Interest

Pursuant to Texas Government Code Section 551.0415 the Town Council may report on the following: expressions of thanks, congratulations, or condolence; an honorary or salutary recognition of an individual; a reminder about an upcoming event organized or sponsored by the governing body; and announcements involving an imminent threat to the public health and safety of people in the municipality or county that has arisen after the posting of the agenda.

Public Comment

This item allows the public an opportunity to address the Town Council. To comply with the provisions of the Open Meetings Act, the Town Council cannot discuss or take action on items brought before them not posted on the agenda. Please complete a request if you wish to address the Town Council. Comments will be limited to three minutes. Open Forum is for information only. No charges and/or complaints will be heard against any elected official, the Town, or employee of the Town that are prohibited by law.

Consent Agenda

Items on the Consent Agenda are considered to be self-explanatory and will be enacted with one motion. No separate discussion of these items will occur unless so requested by at least one member of the Town Council.

1. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 1: General Provisions: Article 1.11 Town Council Meetings.

2. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, Amending Article 3.08 Signs; Amending Article 3.11 Miscellaneous Building Fees; Amending Article A2.000 Business Related Fees; Amending Article A4.000 Utility Related Fees; Amending Article A5.000 Alarm Related Fees; providing for incorporation of premises; providing findings; providing for amendment to the Code of Ordinances.

3. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby adopting a master application and fee schedule; and providing an effective date.

4. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby adopting a council chambers rental policy; and providing an effective date.

Regular Agenda

5. Consider and act on a site and landscape plan for Don Camillo Italian Restaurant, legally described as Lot 2, Lyons-Freese Addition, being 1.423 acres in the J.W. Simmons Survey, Abstract No. 1163, Town of Hickory Creek, Denton County, Texas. The property is located in the 1200 block of Turbeville Road.

6. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, approving a Type B economic development project and performance agreement by and between the Hickory Creek Economic Development Corporation, and Lyons American Securities, Inc., a Texas corporation, to provide a financial incentive for the construction of a roadway, authorized pursuant to Sections 501.103 the Texas Local Government Code.

7. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an Amendment to an Interlocal Agreement for services by and between the Town of Hickory Creek, Texas and Span, Inc., and providing an effective date.

8. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, which calls for the immediate resignation of Texas House of Representative Speaker Dennis Bonnen from his leadership position.

9. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement by and between the Town of Hickory Creek and Lake Cities Municipal Utility Authority.

10. Discussion regarding town council goals for 2019-2020 to include infrastructure projects, broadband solutions, Sycamore Bend Road, community events and employee recognition.

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council will convene into executive session to discuss the following matters.

Section 551.072

Deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

11. Section 551.072 to deliberate the purchase, exchange, lease or value of real property.

    Sycamore Bend Property DCAD Property ID 62195;62311;62329 and 155074.

12. I-35E DCAD Property ID 62298

Reconvene into Open Session

13. Discussion and possible action regarding matters discussed in executive session.

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, Chapter 551.

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 940-497-2528 or by fax 940-497-3531 so that appropriate arrangements can be made.

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on October 23, 2019 at 4:00 p.m.

Kristi Rogers, Town Secretary
Town of Hickory Creek

Item Attachment Documents:

1. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 1: General Provisions: Article 1.11 Town Council Meetings.

TOWN OF HICKORY CREEK
ORDINANCE 2019-10-___

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING THE TOWN'S CODE OF ORDINANCES, CHAPTER 1: GENERAL PROVISIONS: ARTICLE 1.11 TOWN COUNCIL MEETINGS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Hickory Creek is a Type A General Law Municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the Town Council desires to comply with the letter and spirit of state laws protecting citizen access to Town Council meetings; and

WHEREAS, the Texas Open Meetings Act also provides that the Town may adopt reasonable rules to maintain order at a public meeting; and

WHEREAS, the Town Council has determined that the rules are narrowly tailored so as to prevent undue interference with an open and professional environment at Town Council meetings while fully respecting the right to record proceedings; and

WHEREAS, the Town Council has determined that public convenience will be enhanced by adoption of these rules.

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

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
FINDINGS

After due deliberations the Town Council has concluded that the adoption of this Ordinance is in the best interests of the Town of Hickory Creek, Texas, and of the public health, safety and welfare.

SECTION 3

AMENDMENT

3.01 That the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 1 General Provisions: Article 1.11: Town Council Meetings: Section 1.11.001 Rules for Decorum is hereby amended to read:

"a. Citizens and other visitors are welcome to attend all public meetings of the Town Council and will be admitted to the Town Council chamber or other room in which the Town Council is meeting, up to the fire safety capacity of the room.

b. All meeting attendees shall conduct themselves with propriety and decorum. Conversations between or among audience members should be conducted outside the meeting room. Attendees will refrain from excessively loud private conversations while the Council is in session.

c. Unauthorized remarks from the audience, stamping of the feet, applauding, whistles, yells, and similar demonstrations shall not be permitted.

d. Placards, banners, signs, pamphlets, flyers, or political materials of any type will not be permitted in the Town Council chamber or in any other room in which the Town Council is meeting. Exhibits, displays, and visual aids used in connection with presentations to the Town Council, however, are permitted.

e. Audience members may not place their feet on any chairs in the Town Council chamber or other room in which the Town Council is meeting.

f. Only Town Council members and city staff may step onto the dais.

g. All people wishing to address the Town Council shall first be recognized by the presiding officer and shall limit their remarks to the matter under discussion pursuant to the agenda for the meeting.

h. All remarks, and questions addressed to the Town Council shall be addressed to the Town Council as a whole and not to any individual members.

i. Any person addressing the Town Council in the Town Council chamber shall do so from the lectern unless physically unable to do so. People addressing the Town Council shall not be permitted to approach the dais. If they wish to hand out papers or other materials to the Town Council, they should express that desire to the presiding officer, and the city administrator shall direct a staff member to hand out the materials.

j. When the time has expired for a presentation to the Town Council, the presiding officer shall direct the person speaking to cease. A second request from the presiding officer to cease speaking shall be cause of the removal of the speaker if that person continues to speak.

k. There will be a uniformed Town of Hickory Creek police officer present at all regular meetings of the Town Council. This police officer shall act in the capacity of a security officer/sergeant-at-arms and shall enforce the meeting rules and act upon the direction of the presiding officer.

l. Any person making personal, impertinent, profane, or slanderous remarks, and said remark is not authorized by law, or who becomes boisterous while addressing the Town Council or who otherwise violates any of the above-mentioned rules while attending a Town Council meeting shall be removed from the room at the direction of the presiding officer, and the person shall be barred from further audience before the Town Council during that session of the Town Council. If the presiding officer fails to act, any member of the Town Council may move to require the offending person's removal, and the affirmative vote of a majority of the Town Council shall require the presiding officer to act. The sergeant-at-arms, if so directed by the presiding officer or an affirmative vote of the majority of the Town Council, shall remove the offending person from the meeting.

m. Citizens wishing to publicly speak at a meeting must submit a speaker card at least five minutes prior to the beginning of the meeting. The card must clearly state the subject(s) or issue(s) on which the citizen wishes to speak.

n. Citizens speaking on agenda items shall restrict their comments to the subject matter identified on their submitted speaker card.

o. Citizens speaking on non-agenda items shall only speak on matters pertaining to town business, or issues which the Council would have the authority to act upon if brought forth as an agenda item.

p. Council meetings are the workplace to carry out the business of the Town of Hickory Creek; therefore, any conduct that could constitute harassment in the workplace is prohibited.

q. A citizen addressing the council shall speak for no longer than three (3) minutes per agenda item."

3.02 All other articles, chapters, sections, subsections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

SECTION 4
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on the

date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5
SAVINGS CLAUSE

All rights and remedies of the Town of Hickory Creek, Texas are expressly saved as to any all violations of the provisions the Town's Code of Ordinances or of any other ordinance affecting subdivision regulations, which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance buy may be prosecuted until final disposition by the court.

SECTION 6
SEVERABILITY

The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in while in part, the remaining and lawful provisions shall be of full force and effect and the Town shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 7
ENGROSSMENT AND ENROLLMENT

The Town Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the Town Council and by filing this Ordinance in the Ordinance records of the Town.

SECTION 8
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage in accordance with law.

AND IT IS SO ORDAINED

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this _____ day of _____, 2019.

_____
Lynn C. Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

_____
Kristi K. Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

_____
Dorwin L. Sargent, III, Town Attorney
Town of Hickory Creek, Texas

Item Attachment Documents:

2. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, Amending Article 3.08 Signs; Amending Article 3.11 Miscellaneous Building Fees; Amending Article A2.000 Business Related Fees; Amending Article A4.000 Utility Related Fees; Amending Article A5.000 Alarm Related Fees; providing for incorporation of premises; providing findings; providing for amendment to the Code of Ordinances.

TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2019-10-____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING ARTICLE 3.08 SIGNS; AMENDING ARTICLE 3.11 MISCELLANEOUS BUILDING FEES; AMENDING ARTICLE A2.000 BUSINESS RELATED FEES; AMENDING ARTICLE A4.000 UTILITY RELATED FEES; AMENDING ARTICLE A5.000 ALARM RELATED FEES; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AND EFFECTIVE DATE.

WHEREAS, the Town of Hickory Creek, Texas, is A Type A General Law municipality located in Denton County, Texas created in accordance with the provisions of the Texas Local Government Code and the Texas Constitution and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the Town Council is empowered under section 51.012 of the Local Government Code to adopt ordinances necessary for the government, interest, welfare, or good order of the municipality; and

WHEREAS, the Town Council does hereby find and determine that the adoption of this Ordinance is necessary for the government, interest, welfare and good order of the Town; and

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

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.
FINDINGS

After due deliberations the Town Council has concluded that the adoption of this Ordinance is in the best interest of the Town of Hickory Creek, Texas and necessary for the government, interest, welfare, and good order of the Town.

SECTION 3.
AMENDMENTS

3.1 That the Town of Hickory Creek Code of Ordinances, Chapter 3 Building Regulations; Article 3.08 Signs; Section 3.08.043 Application Generally is hereby amended to read:

"(a) Application for a permit required by this division shall be made upon forms provided by the building official.

(b) All sign drawings and/or samples must be presented to and approved by the town building official before construction or erection of any sign.

(c) No permit authorized by this section shall be issued unless the required fees listed on the Town's Application and Fee Table are paid."

3.2 That the Town of Hickory Creek Code of Ordinances, Chapter 3 Building Regulations; Article 3.11 Miscellaneous Building Fees; Section 3.11.020 Commercial Building Permit Required is hereby created and shall read:

"Section 3.11.020. Commercial Building Permit Required. The issuance of a building permit is required prior to the commencement of any new commercial construction. Prior to the issuance of such a permit the applicant shall pay a fee. The amount and method of calculation of this fee is listed in the "Application and Fee Schedule" as adopted by the Town Council."

3.3 That the Town of Hickory Creek Code of Ordinances, Chapter 3 Building Regulations; Article 3.11 Miscellaneous Building Fees; Section 3.11.021 Infrastructure Inspection Fee is hereby created and shall read:

"All developers who construct infrastructure improvements such as streets, roadways, sidewalks, utility work, or similar work must certify the costs of said work to the Town and pay a fee to the Town to inspect the improvements for compliance with the issued permit. The amount and method of calculation of this fee is listed in the "Application and Fee Schedule" as adopted by the Town Council."

3.4 That the Town of Hickory Creek Code of Ordinances, Appendix A Fee Schedule; Article A2.000 Business Related Fees; Section A2.400 Oil and Gas Wells; Section (c) is hereby amended to read as follows:

"(c) Notification Letter. The applicant shall pay $6.00 for each notification letter. These fees will be paid as part of the application process."

3.5 That the Town of Hickory Creek Code of Ordinances, Appendix A Fee Schedule; Article A4.000 Utility Related Fees; Section A4.200 Water Well Permit Fee is hereby amended to read as follows:

3.6 That the Town of Hickory Creek Code of Ordinances, Appendix A Fee Schedule; Article A5.000 Alarm Related Fees; Section (a) is hereby amended to read as follows:

" (a) No alarm permit of whatever type shall be issued unless the required fees listed on the Town's Application and Fee Schedule are paid."

3.7 All other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

SECTION 4.
CUMULATIVE REPEALERCLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided, however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5.
SAVINGS CLAUSE

All rights and remedies of the Town of Hickory Creek, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting utility rates and fees which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6.
SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in while in part, the remaining and lawful provisions shall be of full force and effect and the Town shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 7.
PENALTY

If the governing body of the Town of Hickory Creek determines that a violation of this Ordinance has occurred, the Town of Hickory Creek may bring suit in a court of competent jurisdiction to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined, except as otherwise provided herein, in a sum not to exceed Five Hundred Dollars ($500.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 8.
PUBLICATION CLAUSE

The Town Secretary of the Town of Hickory Creek is hereby directed to publish in the Official newspaper of the Town of Hickory Creek, the Caption, Penalty Clause, and Effective Date clause of this Ordinance for two (2) days as required by Section 52.011 of the Texas Local Government Code.

SECTION 9.
ENGROSSMENT AND ENROLLMENT

The Town Secretary of the Town of Hickory Creek is hereby directed to engross and enroll this Ordinance by copying the exact Caption, Penalty Clause, and Effective Date clause in the minutes of the Town Council of the Town of Hickory Creek and by filing this Ordinance in the Ordinance records of the Town.

SECTION 10.
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication in accordance with law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 28th day of October, 2019.

_____
Lynn C. Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

_____
Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

_____
Dorwin L. Sargent, III, Town Attorney
Town of Hickory Creek, Texas

Item Attachment Documents:

3. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby adopting a master application and fee schedule; and providing an effective date.

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2019-1028-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY ADOPTING A MASTER APPLICATION AND FEE SCHEDULE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Hickory Creek (the "Town"), Texas is a Type A General Law Municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas; and

WHEREAS, the Town Council desires to require to consolidate the existing fee schedules of the Town related to Animal Control Fees, Alarm Related Fees, Business Related Fees, Parks and Recreation Fees, Commercial Building Fees, Development Fees, Residential Building Fees, and Right of Way Management Fees; and

WHEREAS, those fees are listed in the *Master Application and Fee Schedule* attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Hickory Creek, Texas, that:

Section 1: The Town Council finds that the fees listed in the *Master Application and Fee Schedule* attached hereto as Exhibit A are hereby adopted.

Section 2. This resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 28th day of October, 2019.

_____
Lynn C. Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

_____
Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

_____
Dorwin L. Sargent, III, Town Attorney
Town of Hickory Creek, Texas

TOWN OF HICKORY CREEK MASTER APPLICATION AND FEE SCHEDULE

Adopted October 28, 2019

ADMINISTRATIVE MISCELLANEOUS FEES

Type:		Fee
Beer and Wine Retailer Off-Premise Sales Permit		$30
Credit Card Processing Fee		3%
Newsletter Advertising	1/10 page per issue 1/8 page per issue 1/5 page per issue 1/4 page per issue	$20 $25 $40 $50
Police Report		$6
Public Information Request	Charges to recover costs associated with public information requests shall be assessed in accordance per the Texas Administrative Code, Title 1, Part 3, Chapter 70, Rule 70.3, Charges for Providing Copies of Public Information	
Returned Check Fee		$25
Town Hall Facility Rental Fee		$50 per hour

ANIMAL CONTROL FEES

Adoption	Cat Dog	$120 $150
Animals in Excess	Per animal in addition to Annual Registration Fee	$10
Annual Registration		No Charge
Holding	In addition to Impoundment Fee	$15 Daily
Impoundment	1st Impoundment 2nd Impoundment 3rd Impoundment	$25 $50 $75
Owner Release	Hickory Creek Residents Only	$100
Quarantine	In addition to Impoundment Fee	$15 Daily

ALARM RELATED FEES

Residential Permit	One-time Annual	$50 No Charge
Commercial Permit		$75
False Alarm Penalty	1 -3 per alarm call within 12 months 4-5 6-7 8	No Charge $50 $75 $100

BUSINESS RELATED FEES

Type:		Fee
Commercial Use of Boat Ramps	Annual Use Fee Annual Launch Fee per trailer	$1,000 $200
Oil and Gas Well	Application Fee Notification Letters Yearly Inspection Fee	$10,000 $6 per letter $2,000
Overweight Vehicle exceeding 15,000 lbs.	Daily Permit Monthly Permit Yearly Permit	$125 per vehicle $300 per vehicle $2,000 per vehicle
Solicitor's Permit	 Each additional person	$75 $25
Towing Service Permit		$15
Towing Service Maximum Fee	Car weighing up to 10,000 lbs. Car weighing more than 10,000 but less than 25,000 lbs. Car weighing more than 25,000 lbs. per unit with a total maximum	$255 $357 $459 $918

PARKS AND RECREATION FEES

Boat Ramp	Daily Use Pass Hickory Creek Resident Annual Pass Non-Resident Annual Pass Hickory Creek Resident Two Year Pass Non-Resident Two Year Pass	$10 $35 $60 $60 $110
Camp Site		$15 Daily
Day Use	Vehicle Fee Annual Pass	$2 $20
Pavilion	Rental Fee Cleaning Fee	$75 $50 (Refundable)
Pavilion with Alcohol Consumption	Rental Fee Cleaning Fee Application Fee Police Department Personnel for two hours or less; and every hour thereafter. Additional Police Department Personnel or Town Staff for presence of two hours or less; and every hour thereafter.	$75 $50 (Refundable) $100 (Non Refundable) $300 (Minimum) $50 per hour $100 $50 per hour

COMMERCIAL BUILDING FEE SCHEDULE

Permit fees for any project valued in excess of $5,000 will be assessed according to the building permit fee table. Permit fees are valid 180 days from issue date.

Commercial Permit Type:	Method of Calculation	Min. Fee
Appeals to Board of Adjustment	Flat Fee	$500
Continuance requested by applicant after public notice publication	Flat Fee	$100
Certificate of Occupancy	Flat Fee	$300
Attached Concrete	Flat Fee	$150
Freestanding Concrete	Flat Fee	$125
Contractor Registration (Plumbers and Electricians exempt)	Flat Fee	$75
Drainage Permit	Flat Fee	$250
Excavation		
Paved Area	Flat Fee	$500
No Pavement	Flat Fee	$50
Fence (new or replacement of more than 50%)	Flat Fee	$150
Food Establishment Permit	Annual	$460
	Additional Inspection	$125
Irrigation Permit	Flat Fee	$125
Inspections		
Electrical, plumbing or mechanical, etc.	Flat Fee	$125
All additional reinspections, or red tags, each. (Fee due before next inspection may be scheduled.	Flat Fee	$75
Removal	Flat Fee	$500
Occasional Sale or Event	Flat Fee	$50
Signs		
Non-Illuminated	Flat Fee	$50
Illuminated	Flat Fee	$150
Temporary Construction and Sales	Flat Fee	$100
Temporary Banner or Sales	Flat Fee	$50
Special Use Permit	Flat Fee	$500
Temporary Construction or Sales Building, or Material Storage Area	Flat Fee (each)	$100
Temporary Merchandise Storage Container	Flat Fee (each)	$50 per month
Water Well	Flat Fee	$300
Unpermitted Work Fee	Underlying Permit Fee x 2	

COMMERCIAL BUILDING FEE TABLE

Total Project Valuation:	Fee:
5,001.00 to 25,000.00	$125.00 for the first $5,000 plus 15.00 for each additional $1,000, or fraction thereof, to and including 25,000
$25,001.00 to $50,000.00	$425.00 for the first $25,000 plus $11.00 for each additional $1,000, or fraction thereof, to and including $50,000
$50,001.00 to $100,000.00	$700.00 for the first $50,000 plus $7.50 for each additional $1,000, or fraction thereof to and including $100,000
$100,001.00 to $500,000.00	$1075.00 for the first $100,000 plus $6.25 for each additional $1,000, or fraction thereof to and including $500,000
$500,001.00 to $1,000,000.00	$3575.00 for the first $500,000 plus $5.25 for each additional $1,000 or fraction thereof, to and including $1,000,000
$1,000,000.00 and up	$6200.00 for the first $1,000,000 plus $3.50 for each additional $1,000, or fraction thereof.
Plan Review Fee	65% of Building Permit Fee
Plan Revision Fee	Flat Fee $250

DEVELOPMENT FEE SCHEDULE

Site Plans and Platting:	Method of Calculation	Min. Fee
Predevelopment Conference	20% of Projected Value Maximum Fee	$150 $2000
Preliminary, Replat or Final Plat Residential Development Non-Residential Development	Base Fee Per Lot or Unit Per Acre	$600 $25 $50
Minor or Amending Plat	Flat Fee	$600
Site and Landscaping Plan Review	Flat Fee	$600
Engineering Review Fees Third and Subsequent Reviews	Percentage of Actual Cost	120%
Infrastructure Inspection Fee	% of Certified Construction Costs	2%
Landscaping Fees Residential Development Non-Residential Development	 Per Lot or Unit Per Acre	 $25 $150
Zoning Changes	Base Fee Per Acre Maximum Fee	$600 $50 $3000
Protected Tree Removal, Vacant Lot With Replacement Without Replacement Maximum per lot	 Per Tree Per Tree Flat Fee	 $100 $250 $1500

RESIDENTIAL BUILDING FEE SCHEDULE

Permits are valid for 180 days from issue date.

Residential Permit Type:	Method of Calculation	Min. Fee
New Residential or Multi-Family	$1.25 per square foot under roof	$1,000
Altered Residential or Multi-Family	$1.25 per altered square foot under roof	$125
Plan Revision Fee	$1.00 per square foot under roof	$200
Accessory Building, unattached, no utilities, less than 30 inches above grade		
Under 120 sq. ft.	Flat Fee	$30
120 to 200 sq. ft.	Flat Fee	$60
Accessory Building, attached or unattached, with utilities, under 200 square feet or 30 inches above grade	$1.00 per square foot under roof	$125
Outdoor Living Structure under 30 inches above grade and without utilities.	$0.50 per square foot	$100
Outdoor Living Structure over 30 inches above grade or with utilities.	$1.00 per square foot	$125
Appeals to Board of Adjustment	Flat Fee	$250
Continuance requested by applicant after public notice publication.	$1.00 per letter	$75
Certificate of Occupancy, Single Family Dwelling	Flat Fee	$100
Attached Concrete	Flat Fee	$125
Freestanding Concrete	Flat Fee	$100
Foundation Repair	Flat Fee	$200
Contractor Registration (Plumbers and Electricians exempt)	Flat Fee	$75
Removal	Flat Fee	$150
Drainage Permit	Flat Fee	$250
Mechanical Permit (HVAC)	Flat Fee	$200
Mechanical Permit (Plumbing, Electrical, Etc.)	Flat Fee	$125
All additional, reinspections, or red tags, unless noted otherwise, each. (Fee due before next inspection may be scheduled)	Flat Fee	$75

Residential Permit Type:	Method of Calculation	Min. Fee
Fence (new or replacement of more than 50%)	Flat Fee	$50
Expired Permit	Flat Fee	$75
Subdivision Perimeter Fence	$1.00 per linear foot	$150
Irrigation Permit	Flat Fee	$50
Occasional (Private Garage) Sale	Flat Fee	$5
Retaining Wall Permit, under 4 feet	Flat Fee	$100
Retaining Wall Permit, over 4 feet	Flat Fee	$125
Roofing Permit	Flat Fee	$50
Septic System, New	Flat Fee	$425
Repair to existing system	Flat Fee	$150
Inspections for substantiated complaints	Flat Fee	$150
Inspections for unsubstantiated complaints	Flat Fee	$0
Solar Permit	Flat Fee	$500
Spa Permit	Flat Fee	$150
In-Ground Pool Permit	Flat Fee	$550
Above-Ground Pool Permit	Flat Fee	$200
Unpermitted Work Fee	Underlying Permit Fee x 2	

RIGHT OF WAY MANGEMENT FEES

Streets, Sidewalks and Other Public Places

Right-of- Way Type:	Method of Calculation	Min. Fee
Application Fee	Flat Fee	$100
Expedited Application Fee	Flat Fee	$250
Saturday Inspection Fee: each Saturday	Flat Fee	$200
Permit Expiration; each permit for incomplete work on expiration date if not extended	Flat Fee	$30
Electronic maps submittal fee; per hour of labor necessitated by hard copy submittal in lieu of electronic format (2 hour minimum)	$80 per hour	$160
Registration; per user; per year	Flat Fee	$50
Inspection Fee	$1/LF or $150/day of anticipated construction time, whichever is greater	
Small Cell Application Fee (This penalty shall not exceed and is capped by statutory limits.	1-5 Network Nodes Each Additional Network Node Per Pole	$500 $250 $1000
Small Cell User Fee (This penalty shall not exceed and is capped by statutory limits.	Each Network Node; Annually Per Pole; Per Year Per Pole	$250 $20 for town pole attachment

Public Inconvenience Penalty

Public inconvenience penalties are assessed and calculated from the date of expiration of the permit until date of completion of work or repair or of final backfill if turned over to the department for repair. This penalty shall not exceed and is capped by statutory limits.

Type of Facility	Unit of Cost	Penalty (Per day)			
		31-75 days	79-90 days	90-100 days	>100 days
Sidewalk	Per sq. foot	$0.0026	$0.0052	$0.0078	$0.0104
Driveway	Per each	$39.00	$78.00	$117.00	$156.00

Item Attachment Documents:

4. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby adopting a council chambers rental policy; and providing an effective date.

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2019-1028-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY ADOPTING A COUNCIL CHAMBERS RENTAL POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Hickory Creek (the "Town"), Texas is a Type A General Law Municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas; and

WHEREAS, the Town Council desires to rent the Town Hall Council Chambers for certain nonprofit, educational, civic, and community groups and area businesses, recover the costs associated with said rental, and adopt policies governing said rental; and

WHEREAS, the application, policies, and charges for said rental are described on the attached Exhibit A, which is the *Town of Hickory Creek Council Chambers Rental Policy* and the *Town of Hickory Creek Application for Use of Council Chambers*.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Hickory Creek, Texas, that:

Section 1: The Town Council finds that the policies, application, and fees listed in the *Town of Hickory Creek Council Chambers Rental Policy* and the *Town of Hickory Creek Application for Use of Council Chambers* attached hereto as Exhibit A are appropriate.

Section 2: The policies, application, and fees listed in the *Town of Hickory Creek Council Chambers Rental Policy* and the *Town of Hickory Creek Application for Use of Council Chambers* attached hereto as Exhibit A are hereby adopted.

Section 3. This resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 28th day of October, 2019.

_____
Lynn C. Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

_____
Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

_____

Dorwin L. Sargent, III, Town Attorney
Town of Hickory Creek, Texas

TOWN OF HICKORY CREEK
COUNCIL CHAMBERS RENTAL POLICY

The Town of Hickory Creek Council Chambers are primarily used for the Town Council and Board Meetings. It is intended that the council chambers be used to the fullest extent for these primary purposes and then made available to nonprofit, educational, civic and community groups and area businesses in Hickory Creek.

Policies and Procedures:

1. Requests for use of the town council chambers should be completed in writing utilizing the "Application for use of Council Chambers." Reservations may not be made more than six months in advance or less than 14 days of the date requested.

2. **USE OF THE TOWN COUNCIL CHAMBERS BY THE TOWN COUNCIL AND BOARD MEETINGS SHALL TAKE PRECEDENCE OVER SUCH OTHER USES, EVEN IF AN ACTIVITY HAS BEEN SCHEDULED. THE PERSON/ORGANIZATION WHO MADE THE REQUEST SHALL BE NOTIFIED AS SOON AS POSSIBLE SO OTHER ARRANGEMENTS CAN BE MADE. THE TOWN IS NOT RESPONSIBLE FOR COSTS ASSOCIATED WITH RESCHEDULING DUE TO A TOWN COUNCIL OR BOARD MEETING THAT CONFLICTS WITH ANY CONFIRMED RESERVATION.**

3. No video, audio, computer, or projection equipment is available for use.

4. No individuals shall be permitted in the non-public areas of the building, or the areas restricted to Town Council and Board Members.

5. The Town Council Chambers are not available for purely social functions (i.e., birthday, showers, receptions, or similar celebrations).

6. Town Council Chambers are not available for use on Town holidays and days on which Council and Board meetings are scheduled. The room may be used Monday – Thursday based on availability. Scheduled events shall not exceed four consecutive hours and must conclude no later than 9 PM.

7. The use of all alcohol and tobacco products is prohibited.

8. Set-up and arrangement of furniture, as well as clearing of the room following a meeting, is the responsibility of the reserving person/organization. No physical changes are allowed except for rearrangement of furniture and must be accomplished within the time period for which the room is reserved. Set-up and clean-up time shall be included in the rental time.

9. Reserving person/organization must provide all supplies needed. Office supplies and copy services will not be provided.

10. The Town shall reserve the right to deny the use of the Town Council Chambers to any organization, group, or individual who willfully misuses, abuses, or damages it.

11. Meetings scheduled during working hours shall not be allowed to be conducted in a manner, which is disruptive to or interferes with the work of Town employees.

12. The use of the Council Chambers does not constitute Town endorsement of the viewpoints expressed by the participants of the meeting or program. No advertisement or announcement implying such endorsement shall be permitted.

13. The reserving person/organization shall not admit to the Council Chambers a larger number of persons than are permitted by the fire code.

14. The front lobby of Town Hall is not part of any chamber rental. It may only be used with prior written permission. Hallways adjacent to the Council Chambers and the restrooms are part of the rental.

15. It is the responsibility of the person renting the Council Chambers to confirm reservations a minimum of one business day prior to the scheduled rental.

16. No food is allowed in the Council Chambers.

17. Indemnification. Applicant shall indemnify, save, and hold harmless the Town, its officers, employees, agents, licensees, and invitees ("Indemnitees") against any and all liability, damages, losses, claims, demands, and actions of an nature, due to personal injury (including, without limitation, workers' compensation and death claims), or property loss or damage of any kind ("Claims") which arises or is claimed to arise out of or is in any manner connected with the use of the Town property or the presence on the Town property of the Applicant, its contractors, agents, invitees, guests, volunteers, and patrons of the Event for which the Applicant plans to use the Town facilities, except as to Claims which arise out or are related to Town's negligence or intentional acts or omissions. The undersigned warrants that he/she has the authority to bind the Applicant to this indemnification provision.

TOWN OF HICKORY CREEK
APPLICATION FOR USE OF COUNCIL CHAMBERS

TOWN HALL RENTAL FEE

Hickory Creek Resident $50 per hour

Fees will be invoiced after each meeting. Time will be calculated to the next 15 minute increment.

ORGANIZATION NAME: _____

MEETING DATE: _____

ACTUAL EVENT TIME: FROM_____AM/PM; TO_____AM/PM

ENTRANCE TIME:_____EXIT TIME:_____(FOR SET-UP/CLEANUP NEEDS)

CONTACT PERSON: _____

TELEPHONE NUMBER AND CONTACT E-MAIL: _____

_____

SECONDARY CONTACT: _____

TELEPHONE NUMBER AND E-MAIL: _____

BILLED TO:_____

_____

_____

APPROX. NUMBER OF ATTENDEES:_____

I certify that the information contained in this application is true and correct to the best of my knowledge, and that I am authorized to act on behalf of the Applicant / Organizer and the Company listed in the Application. Attachment A-Council Chambers Rental Policy, are hereby incorporated into this application.

This application is executed by:

SIGNATURE:_____DATE: _____

PERMIT FEE PAID AND RECEIPT ACKNOWLEDGED BY:

_____ DATE:_____RECEIPT #: _____

Item Attachment Documents:

5. Consider and act on a site and landscape plan for Don Camillo Italian Restaurant, legally described as Lot 2, Lyons-Freese Addition, being 1.423 acres in the J.W. Simmons Survey, Abstract No. 1163, Town of Hickory Creek, Denton County, Texas. The property is located in the 1200 block of Turbeville Road.

October 23, 2019
AVO 35309.001

Ms. Chris Chaudoir
Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, TX 75065

RE: Don Camillo Italian Restaurant Site Plan
3rd Review

Dear Ms. Chaudoir:

The Town of Hickory Creek received the Site Plan and Landscape Plan for Don Camillo Italian Restaurant on October 18, 2019. The engineer is The John R. McAdams Company, Inc. The owner/developer is MSF Contracting Group.

Halff recommends approval of the referenced Site Plan and Landscape Plan.

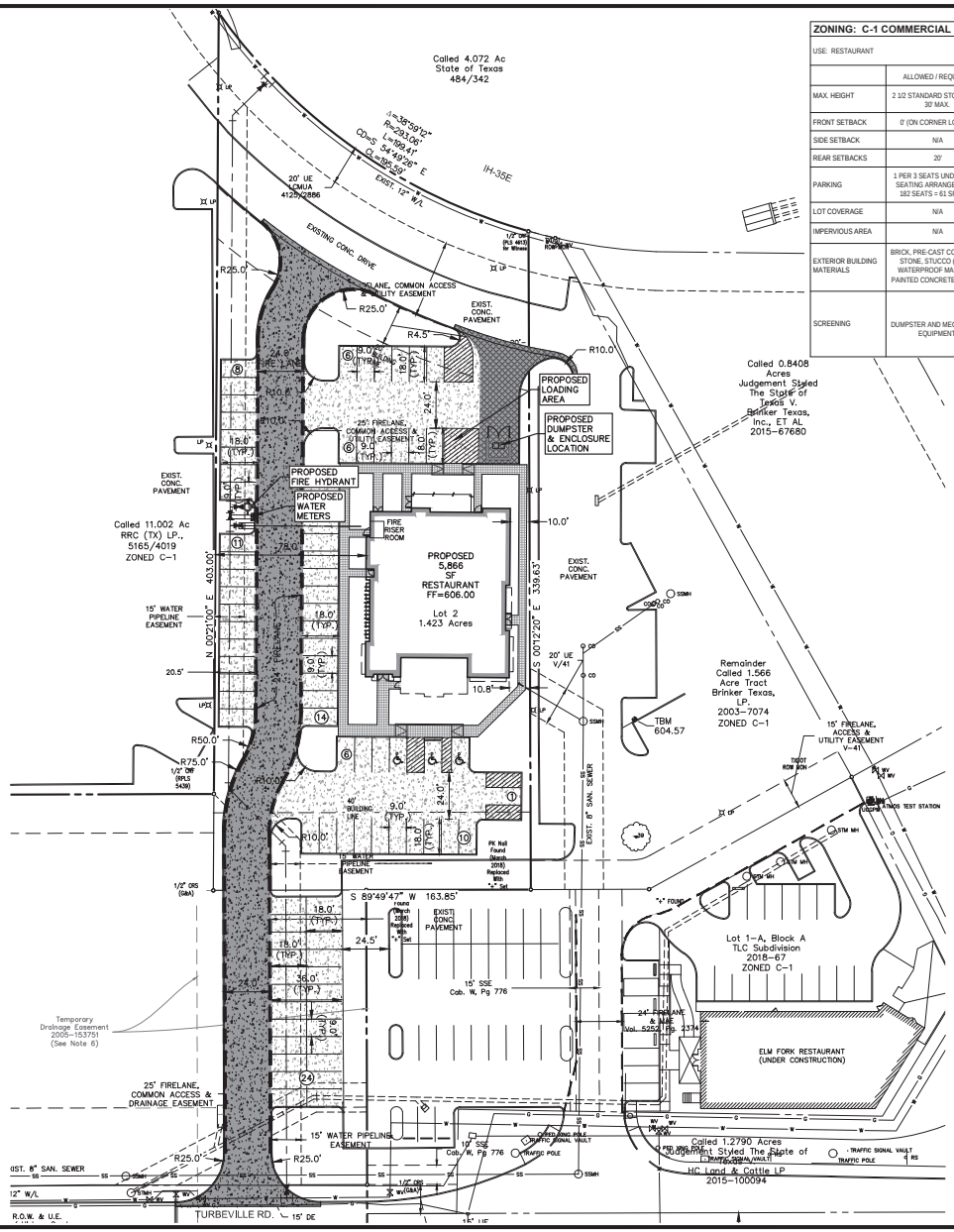
Sincerely,

HALFF ASSOCIATES, INC.

Lee Williams, PE
Project Manager

C: Kristi Rogers – Town Secretary
John Smith – Town Administrator
Jeffrey McSpedden – Public Works Director

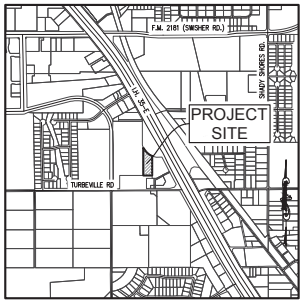
HALFF ASSOCIATES, INC.
4000 FOSSIL CREEK BOULEVARD
FORT WORTH, TX 76137-2720
TEL (817) 847-1422
FAX (817) 232-9784
WWW.HALFF.COM



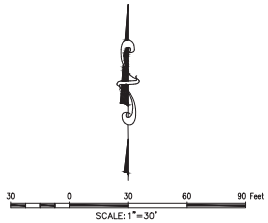
ZONING: C-1 COMMERCIAL DISTRICT

USE: RESTAURANT

	ALLOWED / REQUIRED	PROVIDED
MAX. HEIGHT	2 1/2 STANDARD STORIES OR 30' MAX.	1 STORY (19'-4" AT HIGHEST PARAPET)
FRONT SETBACK	0' (ON CORNER LOT, 10')	>10'
SIDE SETBACK	N/A	N/A
REAR SETBACKS	20'	> 10'
PARKING	1 PER 3 SEATS UNDER MAX. SEATING ARRANGEMENTS 182 SEATS = 61 SPACES	62 PARKING SPACES (24 ADDITIONAL OFF-SITE) (3 HANDICAP SPACES)
LOT COVERAGE	N/A	5,866 SF FOOTPRINT = 9.5%
IMPERVIOUS AREA	N/A	42,026 SF = 67.8%
EXTERIOR BUILDING MATERIALS	BRICK, PRE-CAST CONCRETE, STONE, STUCCO (1") OR WATERPROOF MASONRY PAINTED CONCRETE BLOCKS	BRICK AND STUCCO (1")
SCREENING	DUMPSTER AND MECHANICAL EQUIPMENT	DUMPSTER = STUCCO (1") OVER CMU WITH METAL GATES MECHANICAL EQUIPMENT = EQUIPMENT MOUNTED METAL PANEL SYSTEM



Vicinity Map 1"=1000'



TBM #1 – BOX CUT ON TOP OF CURB ON CURB ISLAND LOCATED APPROX. 138' NE OF THE SOUTHEAST CORNER OF SUBJECT PROPERTY (26' EAST OF SAN. SEWER MANHOLE). ELEV. 604.57

TBM #2 – BOX CUT ON TOP OF BOX CULVERT LOCATED APPROX. 453 WWW OF SOUTHWEST CORNER OF SUBJECT PROPOERTY. (SOUTHWEST CORNER OF MOVE THEATER PARKING LOT) ELEV 594.30

PAVING SPECIFICATIONS:

SIDEWALK AREA:
4" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 14" O.C.E.W.(HATCH PATTERN DOES NOT REFLECT CONST. OR EXPANSION JOINT LOCATIONS) (REFER TO GEOTECH REPORT FOR ADDITIONAL INFORMATION)

PARKING AREA:
5" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. ON SUB-BASE COMPACTED TO 95% STD. PROCTOR DENSITY (REFER TO GEOTECH REPORT FOR ADDITIONAL INFORMATION)

FIRE LANE:
6" 4,200 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. ON 6" STABILIZED SUBGRADE OR APPROVED EQUAL (REFER TO GEOTECH REPORT FOR ADDITIONAL INFORMATION)

DUMPSTER APPROACH:
8" 4,200 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. ON 6" STABILIZED SUBGRADE OR APPROVED EQUAL (REFER TO GEOTECH REPORT FOR ADDITIONAL INFORMATION)

GENERAL NOTES

1. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHER NOTED.
2. THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND DEPTHS OF EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION AND TAKES RISK OF UNKNOWN CONDITIONS.
3. THE PAVING CONTRACTOR SHALL NOT PLACE PERMANENT PAVEMENT UNTIL SLEEVING FOR UTILITIES HAS BEEN INSTALLED. IT SHALL BE THE PAVING CONTRACTOR RESPONSIBILITY TO INSURE ALL SLEEVING IS IN PLACE PRIOR TO PLACING PERMANENT PAVING PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL MAKE CERTAIN THAT ALL PERMITS AND APPROVALS HAVE BEEN OBTAINED.
4. SIDEWALK RAMPS AND DRIVEWAY CROSSINGS ARE TO BE DESIGNED AND INSTALLED SO THEY ARE IN COMPLIANCE WITH THE TEXAS ACCESSIBILITY STANDARDS AND ADA.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PUBLIC UTILITIES DURING THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEANOUTS, VALVE BOXES, FIRE HYDRANTS, ECT. MUST BE ADJUSTED TO PROPER LINE AND GRADE BY THE CONTRACTOR PRIOR TO AND AFTER PLACING OF PERMANENT PAVING. UTILITIES MUST BE MAINTAINED TO PROPER LINE AND GRADE DURING CONSTRUCTION OF THIS PROJECT.

L E G E N D

ABBREVIATIONS:

CRF	Capped Rebar Found	FG	Finished Grade
CRS	Capped Rebar Set	FF	Finished Floor
CP	Control Point	FP	Finished Pad
Mon.	Monument	FL	Flowline
BM	Benchmark	UE	Utility Easement
Ex TC	Existing Top of Curb	DE	Drainage Easement
Ex TP	Existing Top of Pavement	BL	Building Line
TC	Top of Curb	R.O.W.	Right-of-Way
G	Gutter	DR	Deed Records
PG	Proposed Grade	PR	Plat Records
TP	Grade at Top of Pavement	PAE	Pedestrian Access Easement
TA	Grade at Top of Asphalt	SB	Setback line
TW	Grade at Top of Wall	WLE	Waterline Easement
BW	Grade at Bottom of Wall	MAE	Mutual Access Easement
RW	Grade at Retaining Wall		
TG	Grade at Top of Grate		

LINES & SYMBOLS:

Existing:		Proposed:
500	Contours	500
	Asphalt Pavement	
	Wood Fence	
	Chain Link Fence	
	Wire Fence	
	Masonry Wall	
	Centerline of Creek, Swale, or Waterway	
	Waterline	
	Sanitary Sewer	
	Storm Sewer	
	Overhead Power	
	Buried Power	
	Gas Line	
FH	Fire Hydrant	
WV	Water Valve	
WM	Water Meter	
SSMH	Sanitary Sewer Manhole	
GW	Guy Wire	
XLP	Light Pole	
PP	Power Pole	
	Tree	
	Benchmark	

DEVELOPER
MSF CONTRACTING GROUP
6930 LBJ FREEWAY, SUITE 525
DALLAS, TX 75240
Ph. (469)779-7291
Contact: Matt Maleski

The John R. McAdams Company, Inc.
(DBA: G&A I McAdams)
1 Lakeside Drive
Lewisville, Texas 75057
972.436.9712
201 County View Drive
Roanoke, Texas 76262
940.240.1012
TBPE: Firm No. F-10644440
TBPLS: Firm No. 10194440
www.mcadamsco.com

DON CAMILLO ITALIAN RESTAURANT

DON CAMILLO ITALIAN RESTAURANT
Lot 2
Lyons-Frazier Addition
1.423 Acres
in the
J.W. SIMMONS SURVEY, ABSTRACT NO. 1153
TOWN OF HICKORY CREEK
DENTON COUNTY, TEXAS

SITE PLAN

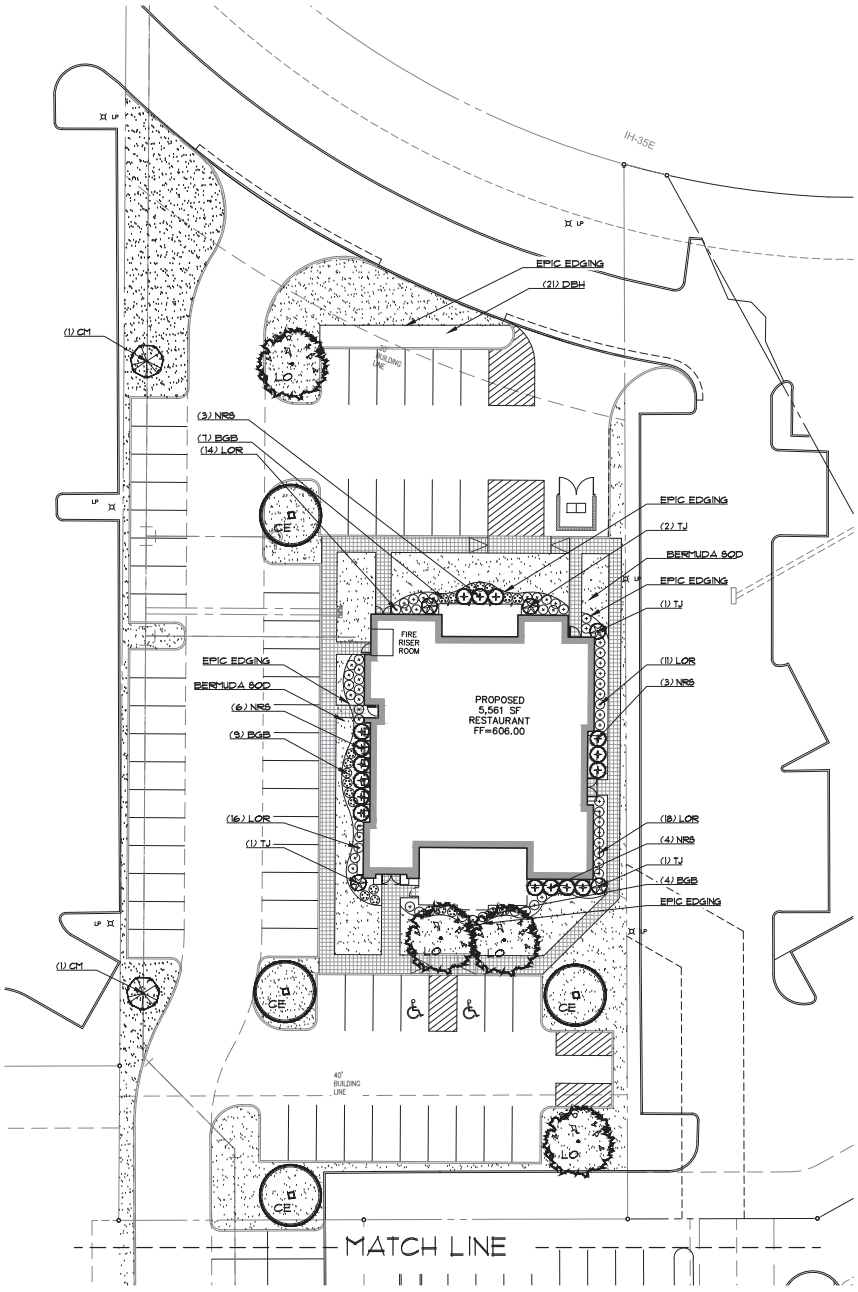
PRELIMINARY PLANS

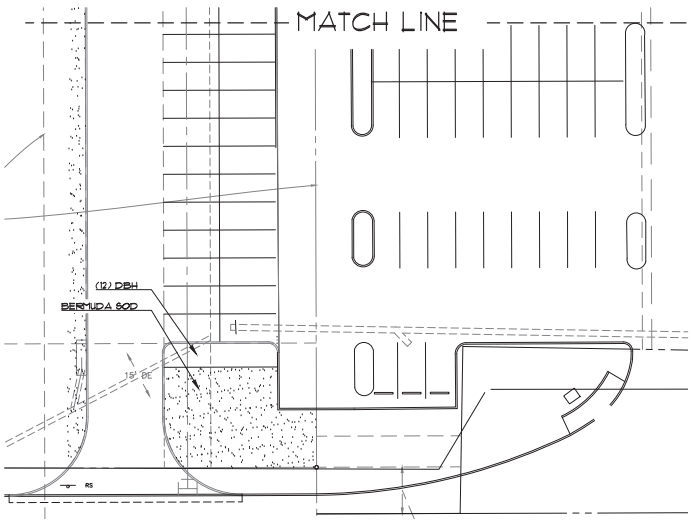
THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
G&A I MCADAMS,
TBPE: 19762
JUSTIN L. LANSDOWNE,
P.E. #121990
DATE 10/11/2019

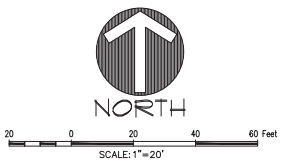
Drawn By: JCM
Date: 09/03/2019
Scale: 1"=30'
Revisions:
10/10/2019

SPEC-19051

C4







PLANT LEGEND

- (LO) LIVE OAK — *Quercus virginiana*
- (CE) CEDAR ELM — *Ulmus crassifolia*
- (CM) CRAPEMYRTLE — *Lagerstroemia indica*
- (NRS) NELLIE R. STEVENS — *Ilex x 'Nellie R. Stevens'*
- (TJ) TAYLOR JUNIPER — *Juniperus virginiana 'Taylor'*
- (DBH) DWARF BURFORD HOLLY — *Ilex cornuta 'Dwarf Burford'*
- (LOR) LOROPETALUM — *Loropetalum chinense*
- (BGB) BONANZA GOLD BARBERRY — *Berberis thunbergii 'Bonanza'*
- BERMUDA SOD

LANDSCAPE ORDINANCE

TOWN OF HICKORY CREEK, TEXAS
DON CAMILLOS ITALIAN RESTAURANT

Final landscape plan will meet all Town of Hickory Creek development ordinances.
All landscape will be maintained according to city standards.

PLANTING AREA

REQUIRED: Minimum of 15% of gross lot area shall reserve as planting area.
74,148.21 s.f. of site x 0.15 = 11,122.23 s.f.
PROVIDED: 15,524.72 s.f. (21%)

PARKING LANDSCAPE

REQUIRED: Any parking lot or portion that is visible from public right-of-way and contains 10 parking spaces or more shall provide perimeter screening.
PROVIDED: Solid row of shrubs.
REQUIRED: There shall be a minimum of one canopy tree planted for every 15 parking spaces. 87 parking spaces / 15 = 6 canopy trees
PROVIDED: 8 canopy trees and 2 ornamental trees
REQUIRED: There shall be a minimum of one shrub for every 5 parking spaces. 87 parking spaces / 5 = 17 shrubs
PROVIDED: 117 shrubs

PLANT LIST

QTY.	COMMON NAME	BOTANICAL NAME	SIZE	MIN. HT.	SPACE	REMARKS
4	LIVE OAK	Quercus virginiana	3"	10'-12'	Per Plan	Single Trunk
4	CEDAR ELM	Ulmus crassifolia	3"	10'-12'	Per Plan	Single Trunk
2	CRAPEMYRTLE	Lagerstroemia indica	20gal.	7'-8'	Per Plan	Full
18	NELLIE R. STEVENS	Ilex x Nellie R. Stevens'	20gal.	5'-6'	Per Plan	Full
5	TAYLOR JUNIPER	Juniperus virginiana 'Taylor'	20gal.	7'-8'	Per Plan	Full
33	DWARF BURFORD HOLLY	Ilex cornuta 'Dwarf Burford'	5gal.	48"	Per Plan	Full
59	LOROPETALUM	Loropetalum chinensis	3gal.	36"	per plan	Full
20	BARBERRY	Berberis thunbergii 'Bonanza'	3gal.	36"	per plan	Full
13,525	BERMUDA SOD					

DEVELOPER
MSF CONTRACTING GROUP
5330 LBJ FREEWAY, SUITE 525
DALLAS, TX 75243
Ph. (469)779-7391
Contact: Matt Maleski

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECT
DATED 9/3/2019

JAMESON W. PINSON
REGISTERED LANDSCAPE ARCHITECT
2826
STATE OF TEXAS

The John R. McAdams Company, Inc.
(DBA, G&A McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712
www.mcadams.com

201 Crescent Blvd.
Roanoke, Texas 76262
940. 240. 3012
TBPE: Firm #2150 TBPLS: Firm #10194440
www.gandaconsulting.com

DON CAMILLO ITALIAN RESTAURANT

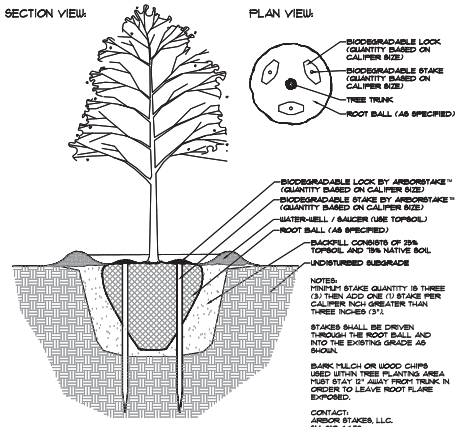
DON CAMILLO ITALIAN RESTAURANT
Lot 2
Lyons-Friesse Addition
1.423 Acres
in the
J.W. SIMMONS SURVEY, ABSTRACT NO. 1183
TOWN OF HICKORY CREEK
DENTON COUNTY, TEXAS

LANDSCAPE PLAN

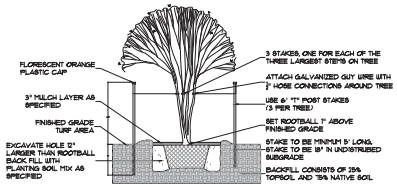
Drawn By: LH
Date: 09/03/2019
Scale: 1"=20'
Revisions:

SPEC-19051

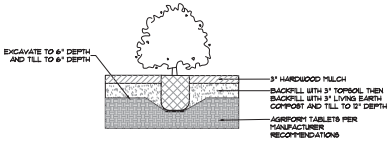
L1.0



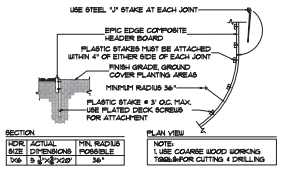
1. BELOWGROUND TREE STAKING DETAIL
1/4"=1'



2. MULTI TRUNK TREE STAKING
1/4"=1'



3. SHRUB PLANTING DETAIL
1/2"=1'



HDR. SIZE	ACTUAL DIMENSIONS	MIN. RADIUS POSSIBLE
5/4	5 1/2"X2"X28'	36"

4. EPIC EDGE COMPOSITE HEADER BOARD
NTS

LANDSCAPE NOTES:

1) Contractor shall stake out tree locations and bed configuration for approval by owner prior to installation.
2) Contractor is responsible for verifying location of all underground utilities prior to construction.
3) It is the responsibility of the contractor to advise the owners representative of any condition found on site which prohibits installation as shown on these plans
4) All shrub and groundcover beds shall have a minimum of 3" of hardwood bark mulch
5) Landscape edging shall be located as noted on plan.
6) Trees overhanging walks and parking areas shall have a clear trunk height of seven feet.
7) Multi trunk and ornamental trees will be allowed in the city's right of way with staff approval only. Must be outside any visibility triangles.
8) A visibility triangle must be provided at all intersections as required by the thoroughfare standards code. Trees will have a minimum clear trunk branching height of nine feet.
9) All plant material shall be maintained in a healthy and growing condition,and must be replaced with plant material of similar variety and size if damaged, destroyed, or removed.
10) Landscape areas shall be kept free of trash, litter and weeds.
11) An automatic irrigation system shall be provided to maintain all landscape areas. Over spray on streets and walks is prohibited. A permit from the building inspection department is required for each irrigation system. Impact fees must be paid to the development services department for separate irrigation meters prior to any permit release.
12) Irrigation Controller to have a Rain and Freeze Stat.
13) All landscape is to be greater than 8 feet from all underground utilities.
14) All areas of grading disturbance are to have grass reestablished at 75% coverage prior to letter of acceptance from the city. Means and methods of grass establishment and application of water for grass establishment are at the discretion of the owner and contractor.

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW, AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECT
DATED 9/3/2019

JAMESON W. PINSON
REGISTERED LANDSCAPE ARCHITECT
2826
STATE OF TEXAS

DEVELOPER
MSF CONTRACTING GROUP
5330 LBJ FREEWAY, SUITE 525
DALLAS, TX 75243
Ph. (469)773-7391
Contact: Matt Maleski

The John R. McAdams Company, Inc.
(DBA, C&A McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712
www.mcadams.com
McADAMS
201 Crescent Ridge Drive
Roanoke, Texas 76262
940. 240. 3012
TBPE: Firm No. F-10934440
www.pacon.com

DON CAMILLO ITALIAN RESTAURANT

DON CAMILLO ITALIAN RESTAURANT
Lot 2
Lyons-Frasso Addition
1.423 Acres
in the
J.W. SIMMONS SURVEY, ABSTRACT NO. 1183
TOWN OF HICKORY CREEK
DENTON COUNTY, TEXAS

LANDSCAPE PLAN

Drawn By: LH
Date: 09/03/2019
Scale:
Revisions:

SPEC-19051

L1.1

Item Attachment Documents:

6. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, approving a Type B economic development project and performance agreement by and between the Hickory Creek Economic Development Corporation, and Lyons American Securities, Inc., a Texas corporation, to provide a financial incentive for the construction of a roadway, authorized pursuant to Sections 501.103 the Texas Local Government Code.

TON OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2019-1028-___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, APPROVING A TYPE B ECONOMIC DEVELOPMENT PROJECT AND PERFORMANCE AGREEMENT BY AND BETWEEN THE HICKORY CREEK ECONOMIC DEVELOPMENT CORPORATION, AND LYONS AMERICAN SECURITIES, INC., A TEXAS CORPORATION, TO PROVIDE A FINANCIAL INCENTIVE FOR THE CONSTRUCTION OF A ROADWAY, AUTHORIZED PURSUANT TO SECTION 501.103 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Hickory Creek Economic Development Corporation (hereinafter referred to as the "EDC") is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . ."; and

WHEREAS, EDC has approved a project with Lyons American Securities, Inc., a Texas corporation, and the Performance Agreement which is attached hereto as ***Exhibit A***; and

WHEREAS, the Town Council of the Town of Hickory Creek, Texas, finds and determines that the expenditure as specified in the Performance Agreement, attached hereto as ***Exhibit A***, will promote new or expanded business development, and otherwise meets the definition of "project," as that term is defined by Section 501.103 of the Texas Local Government Code.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, AS FOLLOWS:

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the Town of Hickory Creek, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the Town Council of the Town of Hickory Creek, Texas, finds and determines that the project and Performance Agreement, attached hereto as ***Exhibit A***, will promote new and expanded business development, and is otherwise consistent with Section 501.103 of the Texas Local Government Code.

Section 3. That the Town Council of the Town of Hickory Creek, Texas, authorizes the project and Performance Agreement, attached hereto as ***Exhibit A***, and authorize the Mayor to execute this Resolution.

Section 4. That this Resolution shall become effective from and after its passage.

DULY RESOLVED by the Town Council of the Town of Hickory Creek, Texas, on this the 28th day of October, 2019.

_____
Lynn Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

_____
Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

_____
Dorwin L. Sargent, III, Town Attorney
Town of Hickory Creek, Texas

Exhibit A

Performance Agreement

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between ***LYONS AMERICAN SECURITIES, INC.***, a Texas corporation (hereinafter referred to as "Developer"), and the ***HICKORY CREEK ECONOMIC DEVELOPMENT CORPORATION***, a Texas non-profit corporation (hereinafter referred to as the "EDC"), is made and executed on the following recitals, terms and conditions.

WHEREAS, EDC is an economic development corporation operating pursuant to Chapter 505 of the Texas Local Government Code, as amended (also referred to as the "Act"), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . ."; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless EDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by EDC's investment; a schedule of capital investments to be made as consideration for any direct incentives provided by EDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, Developer is the owner of that certain 4.306 acre tract of land located in the J.W. Simmons Survey, Abstract No. 1163, located near the southwest corner of I-35E and Turbeville Road, in the Town of Hickory Creek, Denton County, Texas [CAD # 425553], as generally depicted in ***Exhibit A*** of this Agreement, which is attached hereto and incorporated herein for all purposes (hereinafter referred to as the "Property"); and

WHEREAS, Developer has entered into that certain Purchase and Sale Agreement dated June 26, 2019 (hereinafter referred to as the "PSA"), to sell a portion of the Property comprising approximately 1.41 acres as generally depicted in ***Exhibit A*** to Hamid Parivash (hereinafter referred to as "Parivash"), which approximate 1.41 acres will be platted as a separate lot (hereinafter referred to as the "Development Property"); and

WHEREAS, Developer seeks from the EDC financial assistance (hereinafter referred to as the "Qualified Expenditures") for the construction of a twenty-four foot (24') wide concrete access drive connecting Turbeville Road to the Development Property across the Property in the location generally depicted in ***Exhibit B*** of this Agreement, which is attached hereto and incorporated herein for all purposes (hereinafter referred to as the "Access Drive"); and

WHEREAS, the EDC's Board of Directors have determined the economic development assistance provided pursuant to this Agreement is consistent with and meets the definition of "project" as that term is defined in Section 501.103 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the Town Council of the Town of Hickory Creek, Texas, to approve all programs and expenditures of the EDC, and accordingly this Agreement is not effective until Town Council has approved this project at a Town Council meeting called and held for that purpose.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the EDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM AND CONDITION PRECEDENT.

(a) **Term.** This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2020**, unless terminated sooner under the provisions hereof.

(b) **Conditions Precedent.** This Agreement shall terminate automatically without further action or obligation by the EDC or Developer in the event the Developer does not sell and convey the Development Property to Parivash on the terms and conditions set forth in the PSA by **November 30, 2019** (hereinafter referred to as the "Conditions Precedent"). Included as part of the Conditions Precedent are that the Development Property be replatted by Developer and/or Parivash as a separate lot; that Parivash grants an easement to Developer across the Development Property for a water line to connect the water utility on the north side of the Development Property to Developer's remaining Property; that Developer grants an easement to Parivash across the remaining Property for a sewer line to connect the sewer utility on the south side of Developer's remaining Property to the Development Property; and that the Town approve the construction of a storm drain in the area of the Access Drive to allow water drainage from the Property, including the Development Property.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

(a) **Access Drive.** The words "Access Drive" shall mean a twenty-four foot (24') wide concrete access drive connecting Turbeville Road to the Development Property across the Property in the location generally depicted in ***Exhibit B***.

(b) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.

(c) **Agreement**. The word "Agreement" means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.

(d) **Developer.** The word "Developer" means Lyons American Securities, Inc., a Texas corporation, its successors and assigns, whose address for the purposes of this Agreement is 450 N. Oak Branch Road, Waxahachie, Texas 75167.

(e) **Development Property.** The words "Development Property" means a portion of the Property comprising approximately 1.41 acres as generally depicted in ***Exhibit A***, which approximate 1.41 acres will be platted as a separate lot.

(f) **EDC**. The term "EDC" means the Hickory Creek Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065.

(g) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the Developer and EDC.

(h) **Event of Default**. The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."

(i) **Parivash.** The word "Parivash" shall mean Hamid Parivash, his successors and assigns.

(j) **Property.** The word "Property" means that certain 4.306 acre tract of land located in the J.W. Simmons Survey, Abstract No. 1163, located near the southwest corner of I-35E and Turbeville Road, in the Town of Hickory Creek, Denton County, Texas [CAD # 425553], as generally depicted in ***Exhibit A***.

(k) **PSA**. The term "PSA" means that certain Purchase and Sale Agreement dated June 26, 2019, to sell the Development Property to Parivash.

(l) **Qualified Expenditures.** The words "Qualified Expenditures" mean the financial assistance to be provided by the EDC for the construction of the Access Drive and those expenses which otherwise meet the definition of "project" as that term is defined by Section 501.103 of the Act, and the definition of "cost" as that term is defined by Section 501.152 of the Act.

(m) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

(n) **Town.** The word "Town" means the Town of Hickory Creek, Texas, a Texas general-law municipality. For the purposes of this Agreement, Town's address is 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065.

SECTION 4. AFFIRMATIVE COVENANTS OF THE DEVELOPER.

Developer covenants and agrees with EDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Dedication of Right-of-Way.** Subject to and contemporaneously with the Conditions Precedent, Developer covenants and agrees to dedicate and convey to the Town a public right-of-way sufficient to the Town and EDC for the construction of the Access Drive utilizing the Qualified Expenditures during the Term hereof.

(b) **Performance Conditions**. Developer agrees to make, execute and deliver to EDC such other instruments, documents and other agreements as EDC or its attorneys may reasonably request to enable the parties' performance of this Agreement.

(c) **Performance**. Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between Developer and EDC.

SECTION 5. AFFIRMATIVE COVENANTS OF EDC.

EDC covenants and agrees with Developer that, while this Agreement is in effect, the EDC shall comply with the following terms and conditions:

(a) **Qualified Expenditures.** Subject to the Conditions Precedent and the dedication of the public right of way set forth in Section 4(a), EDC covenants and agrees to construct or cause to be constructed by the end of the Term the Access Drive utilizing the Qualified Expenditures which are estimated to be **Eighty-Nine Thousand and No/100 Dollars ($89,000.00).**

(b) **Performance**. EDC covenants and agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the EDC and Developer.

SECTION 6. CESSATION OF ECONOMIC DEVELOPMENT INCENTIVE.

EDC shall have no obligation to provide any financial assistance under this Agreement if

an Event of Default occurs. Such cessation of financial assistance shall be EDC's sole remedy for an Event of Default.

SECTION 7. EVENTS OF DEFAULT.

The failure of any of the Conditions Precedent shall not be an Event of Default under this Agreement but merely result in the termination of this Agreement without further obligation of the parties. Subject thereto, each of the following shall constitute an Event of Default under this Agreement:

(a) **General Event of Default.** Failure of Developer or EDC to comply with or to perform any material term, obligation, covenant or condition contained in this Agreement, or failure of Developer or EDC to comply with or to perform any material term, obligation, covenant or condition contained in any other agreement between Developer and EDC is an Event of Default.

(b) **False Statements.** Any warranty, representation, or statement made or furnished to the EDC by or on behalf of Developer under this Agreement or made or furnished to Developer by or on behalf of the EDC that is false or misleading in any material respect, either now or at the time made or furnished, is an Event of Default.

(c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.

(d) **Ad Valorem Taxes.** Developer allows ad valorem taxes on the Property to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from EDC and/or Denton County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right, subject to other provisions of this Agreement, to immediately terminate this Agreement, seek specific performance, or maintain a cause of action for damages caused by the event(s) of default. For purposes hereof, Parivash shall be a third party beneficiary of this Agreement entitled to pursue remedies against the EDC for an Event of Default by the EDC hereunder.

SECTION 9. INDEMNITY.

TO THE EXTENT ALLOWED BY LAW, EDC SHALL NOT BE LIABLE TO DEVELOPER OR TO DEVELOPER'S EMPLOYEES, AGENTS, INVITEES OR CONTRACTORS, OR TO ANY OTHER PERSON OR ENTITY, WHOMSOEVER, FOR ANY INJURY TO PERSON OR DAMAGE TO OR LOSS OF PROPERTY ON OR ABOUT THE PROPERTY CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS EMPLOYEES, AGENTS, INVITEES OR CONTRACTORS, OR OF ANY OTHER PERSON ENTERING THE PROPERTY UNDER THE EXPRESS OR IMPLIED INVITATION OF DEVELOPER, AND DEVELOPER HEREBY AGREES TO INDEMNIFY EDC AND HOLD IT HARMLESS FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE OR INJURY.

TO THE EXTENT ALLOWED BY LAW, DEVELOPER SHALL NOT BE LIABLE TO EDC OR TO EDC'S EMPLOYEES, AGENTS, INVITEES OR CONTRACTORS, OR TO ANY OTHER PERSON OR ENTITY, WHOMSOEVER, FOR ANY INJURY TO PERSON OR DAMAGE TO OR LOSS OF PROPERTY ON OR ABOUT THE PROPERTY CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF EDC, ITS EMPLOYEES, AGENTS, INVITEES OR CONTRACTORS, OR OF ANY OTHER PERSON ENTERING THE PROPERTY UNDER THE EXPRESS OR IMPLIED INVITATION OF EDC, AND EDC HEREBY AGREES TO INDEMNIFY DEVELOPER AND HOLD IT HARMLESS FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE OR INJURY.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments**. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.

(c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full

authority to execute this Agreement and bind Developer to the same. EDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

(e) **Caption Headings**. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

if to Developer:	Lyons American Securities, Inc. 450 N. Oak Branch Road Waxahachie, Texas 75167 Attn: Timothy Lyons Telephone: (972) 839-2496
if to EDC:	Hickory Creek Economic Development Corporation 1075 Ronald Reagan Avenue Hickory Creek, Texas 75065 Attn: John Smith, Town Administrator Telephone: (940) 497-2528

(h) **Severability**. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

(i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

(j) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the EDC notifies Developer of the violation.

[The Remainder of this Page Intentionally Left Blank]

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS PERFORMANCE AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

EDC:

HICKORY CREEK ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Nate Prevost, President

ATTEST:

_____
Nancy Koket, Secretary

DEVELOPER:

LYONS AMERCIAN SECURITIES, INC.,
a Texas corporation,

By: _____
Timothy Lyons
Title: _____
Date Signed: _____

Exhibit A

[Legal Description and/or Depiction of Property]

Exhibit A - to be replaced with new survey

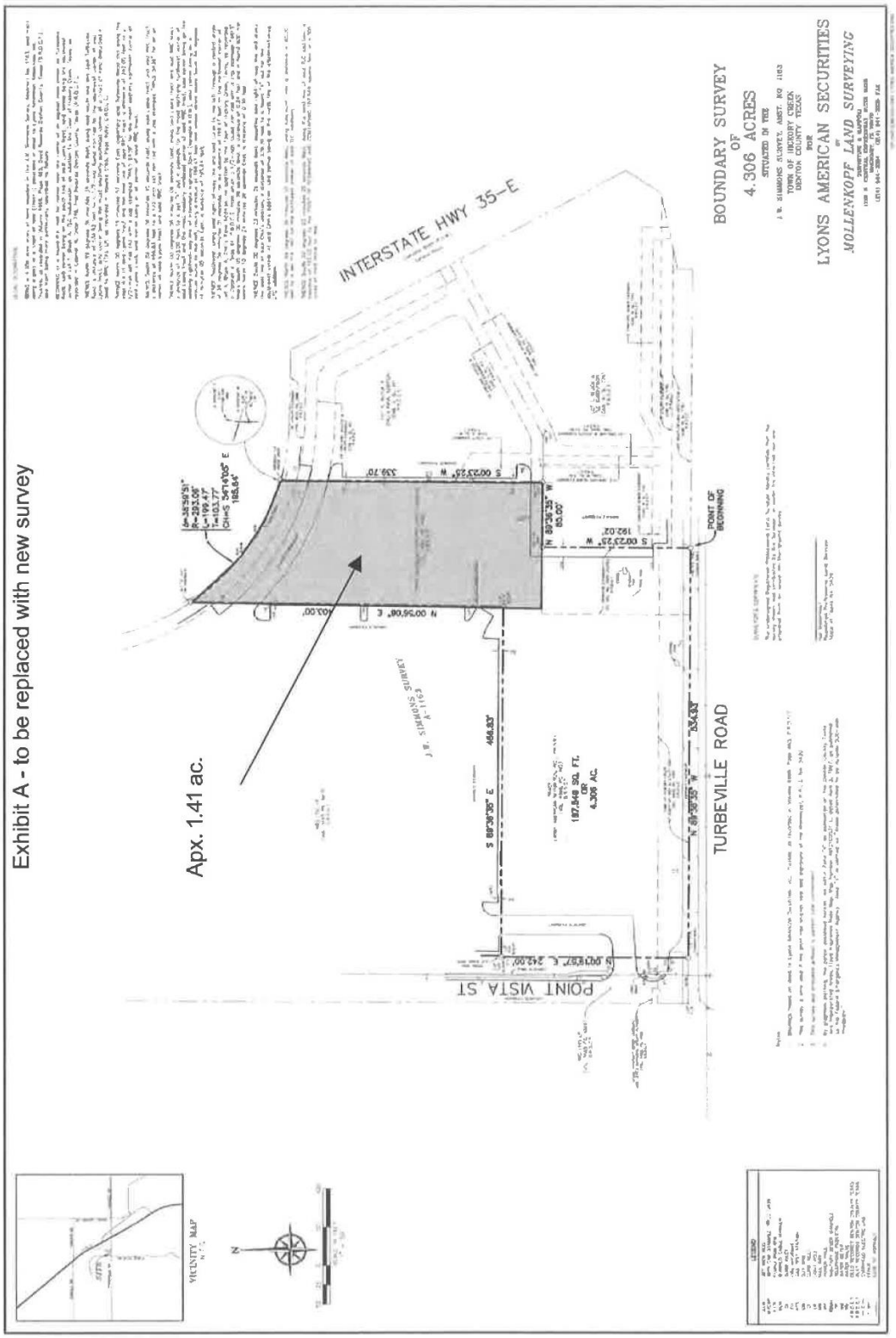
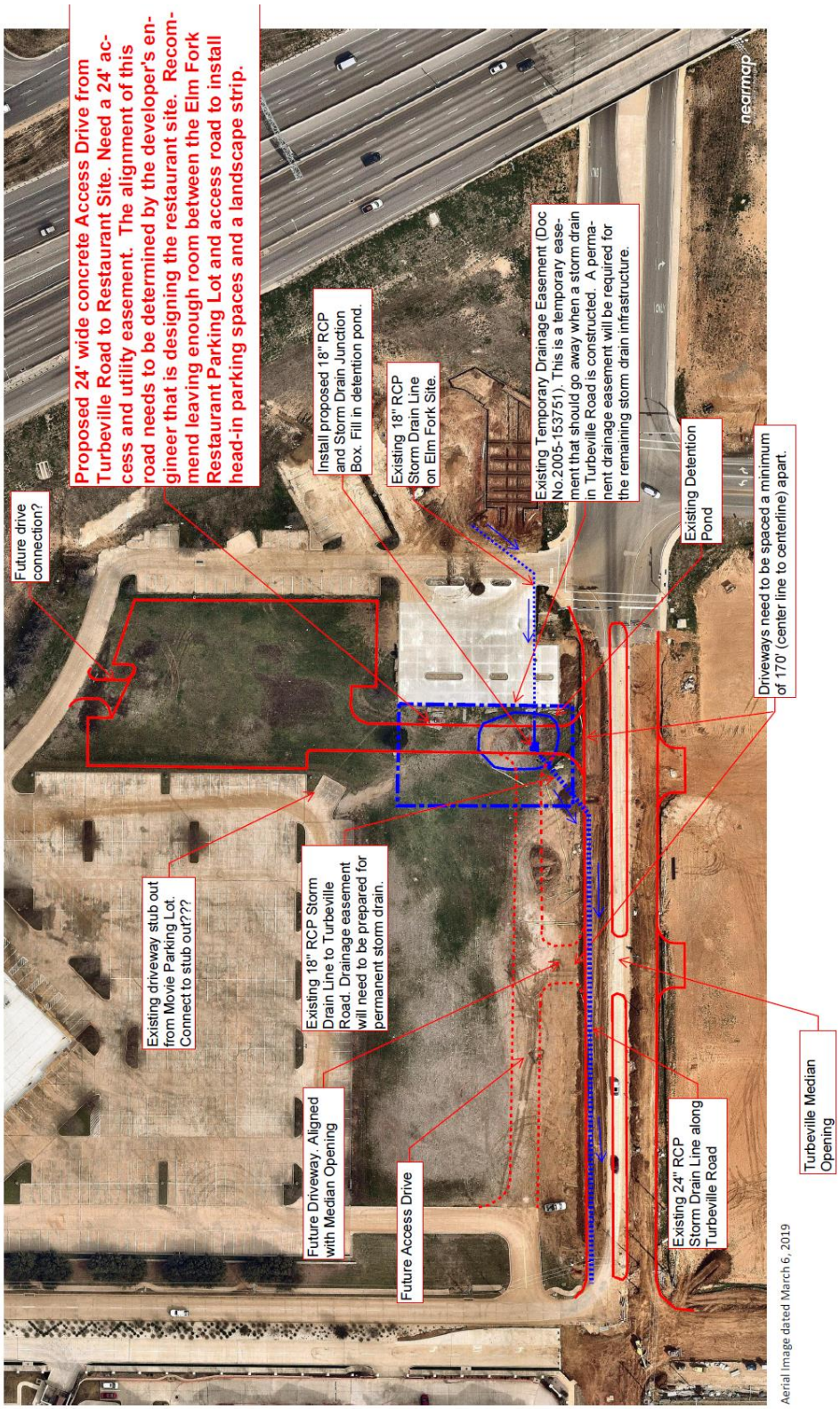


Exhibit B

[Qualified Expenditures]

Depiction of Roadway


Proposed 24' wide concrete Access Drive from Turbeville Road to Restaurant Site. Need a 24' access and utility easement. The alignment of this road needs to be determined by the developer's engineer that is designing the restaurant site. Recommend leaving enough room between the Elm Fork Restaurant Parking Lot and access road to install head-in parking spaces and a landscape strip.
Future drive connection?
Install proposed 18" RCP and Storm Drain Junction Box. Fill in detention pond.
Existing 18" RCP Storm Drain Line on Elm Fork Site.
Existing Temporary Drainage Easement (Doc No.2005-153751). This is a temporary easement that should go away when a storm drain in Turbeville Road is constructed. A permanent drainage easement will be required for the remaining storm drain infrastructure.
Existing Detention Pond
Driveways need to be spaced a minimum of 170' (center line to centerline) apart.
Existing driveway stub out from Movie Parking Lot. Connect to stub out???
Existing 18" RCP Storm Drain Line to Turbeville Road. Drainage easement will need to be prepared for permanent storm drain.
Future Driveway. Aligned with Median Opening
Future Access Drive
Existing 24" RCP Storm Drain Line along Turbeville Road
Turbeville Median Opening
nearmap
Aerial Image dated March 6, 2019

Item Attachment Documents:

7. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an Amendment to an Interlocal Agreement for services by and between the Town of Hickory Creek, Texas and Span, Inc., and providing an effective date.

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2019-1028-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AMENDMENT TO AN INTERLOCAL AGREEMENT FOR SERVICES BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND SPAN, INC., AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Hickory Creek (the "Town"), Texas is a Type A General Law Municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas;

WHEREAS, the Town Council has been presented with a proposed Amendment to the Interlocal Agreement for Services to provide nutrition, transportation and social services to older persons, persons with disability, veterans, and the general public (hereinafter the "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the Town Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor shall be authorized to execute it on behalf of the Town of Hickory Creek.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Hickory Creek, Texas:

Section 1: That the Mayor of the Town of Hickory Creek, Texas, is hereby authorized to execute on behalf of the Town of Hickory Creek, Texas, the Agreement attached hereto as Exhibit A.

Section 2: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 28th day of October , 2019.

_____
Lynn C. Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

_____
Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

_____
Dorwin L Sargent, III, Town Attorney
Town of Hickory Creek, Texas

AMENDMENT TO INTERLOCAL AGREEMENT FOR SERVICES BETWEEN SPAN, INC. AND THE TOWN OF HICKORY CREEK

THIS AMENDMENT is made to the Inter Local Agreement previously executed by and between SPAN, Inc., (hereinafter referred to as "SPAN"), and Hickory Creek, Texas, acting by and through its duly authorized Mayor (hereinafter referred to as "TOWN")

WHEREAS, Riders in TOWN may be taken anywhere in SPAN's demand response transit service area in Denton County at a cost to the Riders of $3.00 for seniors (age 65 and older) and people with documented disabilities for the limited purposes of medical treatments, doctor's and dentist's appointments and trips to get prescriptions filled; shopping for necessities, travel to and from the Public Libraries within Lake Cities, and participation in the Lake Cities Seniors Program; and

NOW THEREFORE, in consideration of the mutual agreements contained herein, the Agreement is hereby replaced in its entirety with the following provision:

Riders in TOWN may be taken anywhere in SPAN's demand response transit service area in Denton County at a cost to the Riders of $3.00 for seniors (age 65 and older) and people with documented disabilities for the purpose of medical treatments, doctor's and dentist's appointments, and trips to get prescriptions filled. The following trips outside of medical purposes are limited to a maximum of four one-way trips per week:

Shopping for necessities, travel to and from the Public Libraries within Lake Cities, participation in the Lake Cities Seniors Program, Employment, Education, Nutrition, Recreation, and Workshop trips.

It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement. All other terms and conditions that are not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF the TOWN of Hickory Creek and Span, Inc. have executed this First Amendment to the Agreement on this the 28th day of October, 2019. SPAN, INC:

_____

Michelle McMahon, Executive Director

Town of Hickory Creek

_____

Lynn C. Clark, Mayor

ATTEST:

_____

Kristi Rogers, Town Secretary

Item Attachment Documents:

8. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, which calls for the immediate resignation of Texas House of Representative Speaker Dennis Bonnen from his leadership position.

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2019-1028-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS WHICH CALLS FOR THE IMMEDIATE RESIGNATION OF TEXAS HOUSE OF REPRESENTATIVES SPEAKER DENNIS BONNEN FROM HIS LEADERSHIP POSITION

WHEREAS, the Town of Hickory Creek, Texas is an Incorporated Type A General Law municipality in the State of Texas; and,

WHEREAS, the residents of Hickory Creek are represented by an elected mayor and town council of five members; and

WHEREAS, Hickory Creek is located in Texas House District 64 and is represented by Representative Lynn Stucky; and,

WHEREAS, an audio recording was recently released and made public and on that recording House Speaker Dennis Bonnen and then-House Republican Caucus Chair Dustin Burrows are heard placing several State Representatives names on a "target" list, including State Representative Tan Parker of our neighboring Texas House District 65; and,

WHEREAS, the recording included disparaging comments concerning cities, counties, mayors, councils, county judges, and other troubling comments which raise concern; and,

WHEREAS, State Representative Lynn Stucky, Denton County Judge Andy Eads, and the Denton County Commissioner's Court have called for the resignation of House Speaker Dennis Bonnen;

NOW, THERFORE, BE IT RESOLVED by the Town Council of the Town of Hickory Creek, Texas:

Section 1: The Hickory Creek Town Council hereby agrees and supports Texas House Representative Lynn Stucky, Denton County Judge Andy Eads, the Denton County Commissioner's Court, other elected officials, and citizens, and wishes to express its desire that Speaker Dennis Bonnen immediately resign his position as Speaker of the Texas House of Representatives, as well as its appreciation that in order to restore integrity, transparency and trust, Speaker Bonnen has announced that he will not seek reelection to the Texas House of Representatives.

Section 2: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 28th day of October, 2019.

_____
Lynn C. Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

_____
Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

_____
Dorwin L. Sargent, III Town Attorney
Town of Hickory Creek, Texas

Item Attachment Documents:

9. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement by and between the Town of Hickory Creek and Lake Cities Municipal Utility Authority.

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2019-1028-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND LAKE CITIES MUNICIPAL UTILITY AUTHORITY FOR FIRE PROTECTION SERVICE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Hickory Creek (the "Town"), Texas is a Type A General Law Municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas; and

WHEREAS, the Town Council has been presented with a proposed Interlocal Cooperation Agreement for Town of Hickory Creek fire protection service related to Meadowlake Subdivision under Chapter 791 of the V.T.C.A. Government Code, the Interlocal Cooperation Act, hereinafter the "Agreement"; and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the Town Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor shall be authorized to execute it on behalf of the Town of Hickory Creek.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Hickory Creek, Texas:

Section 1: That the Mayor of the Town of Hickory Creek, Texas, is hereby authorized to execute on behalf of the Town of Hickory Creek, Texas, the Interlocal Agreement attached hereto as Exhibit A.

Section 2: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 28th day of October, 2019.

_____
Lynn C. Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

_____
Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

_____
Dorwin L. Sargent, III Town Attorney
Town of Hickory Creek, Texas