

Public Notice
Town of Hickory Creek
Town Council Special Session
1075 Ronald Reagan Avenue
July 25, 2017; 6:30 P.M.

Notice is hereby given as required by Title 5; Chapter 551.041 of the Government Code that the Town Council of the Town of Hickory Creek will hold a Special Session on July 25, 2017; at 6:30 P.M., in the Council Chambers of the Town Hall Building located at 1075 Ronald Reagan Avenue. “NOTE: If, during the course of the meeting, any discussion of any item on the agenda should be held in a closed meeting, the Council will conduct a closed meeting in accordance with the TEXAS OPEN MEETING ACT, TEX. GOVT. CODE, Chapter 551, Sub-Chapters (d) and (e)”. The agenda follows:

Special Session:

A. 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 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.

Business:

B. Public Hearing:

No Public Hearing

C. Consent Agenda Items:

1. June 2017 Council Meeting Minutes
2. June 2017 Financial Statements

D. Regular Agenda Items:

1. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to accept a voluntary petition for annexation of the Steeplechase North Addition.

2. Consider and act on a resolution setting a date, time and place for public hearings on the proposed annexation of certain property by the Town of Hickory Creek, Texas and authorizing and directing the Mayor to publish notice of said public hearings.
3. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for municipal solid waste collection and transportation by and between the Town of Hickory Creek and Waste Management of Texas, Inc.
4. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for collection of soft recyclables by and between the Town of Hickory Creek and Great Lakes Recycling, DBA Simple Recycling.
5. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement for municipal purposes between the Town of Hickory Creek and Regional VIII Education Service Center.
6. Consider and act on an ordinance of the Town Council of Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 8: Offenses and Nuisances; Article 8.09, Restrictions on Sex Offenders by amending Section 8.09.02 Sex Offender Residency Prohibition.
7. Consider and act on a resolution by the Town of Hickory Creek, Texas denying the application to increase rates submitted by Oncor Electric Delivery Company, LLC on or about March 17, 2017.
8. Consider and act on a resolution for the appointment of one member to the board of managers of the Denco Area 9-1-1 District.
9. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for professional services by and between the Town of Hickory Creek and Halff Associates, Inc.
10. Discussion regarding current road and sidewalk projects.

E. Executive Session: The Town Council will convene into executive session pursuant to Chapter 551 of the Texas Government Code Section 551.071, Consultation with City Attorney and other legal counsel on matters in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, or on matters pertaining to pending or contemplated litigation.

No Executive Session

F. Reconvene into Open Session:

No Executive Session

G. Adjournment:



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 07/25/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.1

Call to Order



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 07/25/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.2

Roll Call



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 07/25/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.3

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



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 07/25/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.4

Invocation



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 07/25/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.5

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.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 07/25/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.6

Public Comment: This item allows the public an opportunity to address the 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.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 07/25/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. B.1

No Public Hearing



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 07/25/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.1

June 2017 Council Meeting Minutes

**STATE OF TEXAS
COUNTY OF DENTON
TOWN OF HICKORY CREEK**

The town council of the Town of Hickory Creek, Texas convened in a regular session on June 20, 2017 at 6:30 p.m. in the council chambers, located at 1075 Ronald Reagan Avenue. Notice of the meeting was posted as required by Title 5, Chapter 551 of the Texas Government Code. The following members were present and constituted a quorum of members:

Lynn Clark, Mayor
Tracee Elrod, Councilmember Place 1
Richard DuPree, Councilmember Place 2
Chris Gordon, Councilmember Place 3
Paul Kenney, Mayor Pro Tem
Ian Theodore, Councilmember Place 5

Also in attendance were:

John M. Smith, Jr., Town Administrator
Kristi K. Rogers, Town Secretary
Carey Dunn, Chief of Police
Lance Vanzant, Town Attorney

Mayor Clark called the meeting to order at 6:30 p.m.

Mayor Clark led the Pledge of Allegiance to the U.S. and Texas Flags.

Councilmember Kenney gave the invocation.

Presentation of Awards

Mayor Clark presented John Woodrum a plaque of appreciation for his years of service on the Board of Adjustments.

Items of Community Interest

A ribbon cutting ceremony will be held on June 23, 2017 at 10:30 a.m. to celebrate the completion of the Main Street Rehabilitation Project.

The Lake Cities 4th of July parade will be held on Monday, July 4th, beginning at 9:00 a.m.

Public Comment

There were no speakers for public comment.

Item B - Public Hearing

B (1) - Public Hearing: To hear public opinion regarding an ordinance of the Town of Hickory Creek, Texas, continuing the juvenile curfew for minors under 17 years of age adopted by Ordinance No. 2008-02-309 prohibiting appearance in public between the hours of 11:00 p.m.

on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 a.m. of the following day; and 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday within the town limits of Hickory Creek.

Mayor Clark called the public hearing to order at 6:37 p.m. With no one wishing to speak, the public hearing was closed at 6:37 p.m.

Item C – Consent Agenda Items

1. May 2017 Council Meeting Minutes
2. May 2017 Financial Statements
3. Consider and act on the 2017 Interlocal Cooperation Agreement for Ad Valorem Tax Collection between the Town of Hickory Creek and Denton County.
4. Consider and act on the 2017 Interlocal Cooperation Agreement for Assessment Collection between the Town of Hickory Creek and Denton County for Hickory Creek Public Improvement District No. 1 (Public Improvements).
5. Consider and act on the 2017 Interlocal Cooperation Agreement for Assessment Collection between the Town of Hickory Creek and Denton County for Hickory Creek Public Improvement District No. 1 (Roadway Maintenance).
6. Consider and act on the 2017 Interlocal Cooperation Agreement for Assessment Collection between the Town of Hickory Creek and Denton County for Hickory Creek Public Improvement District No. 1 (Safety Services).
7. Consider and act on the 2017 Interlocal Cooperation Agreement for Assessment Collection between the Town of Hickory Creek and Denton County for Hickory Creek Public Improvement District No. 2 (Public Improvements).
8. Consider and act on a resolution approving a change in the rates of Atmos Energy Corporation, Mid-Tex Division ("Atmos") as a result of a settlement between Atmos and the Atmos Texas Municipalities ("ATM") under the rate review mechanism.

Motion: made by Councilmember DuPree to approve consent agenda Items C1 and C8 as presented. Motion seconded by Councilmember Elrod.

Ayes: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenney and Councilmember Theodore.

Nays: None

MOTION PASSED UNANIMOUSLY

Item D – Regular Agenda Items

D (1) - Presentation from Simple Recycling regarding a Curbside Clothing and Home Goods Recycling Program.

Keith Kahn, representing Simple Recycling, presented an overview to council regarding the Curbside Clothing and Home Goods Recycling Program. Simple Recycling will provide residential curbside pickup service and specially designed recycling collection bags at no cost to the town or residents. Residents will place the Simple Recycling bags next to the curb on their existing recycling day for pickup. Cities currently participating in the program are Plano, Bedford, Haltom City, Kennedale, Little Elm, Sugar Land, Austin and The Woodlands.

D (2) - Consider and act on proposals submitted for Landscape Design and Installation RFP# 2017-01.

Motion: made by Councilmember Kenney to award the Landscape Design and Installation RFP# 2017-01 to Blooming Colors Nursery & Landscaping, in amount not to exceed \$131,300. Motion seconded by Councilmember Theodore.

Ayes: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenney and Councilmember Theodore.

Nays: None

MOTION PASSED UNANIMOUSLY

D (3) - Consider and act on a site and landscape plan for Whataburger Restaurant located at 4250 FM 2181.

Motion: made by Councilmember Gordon to approve the site and landscape plan for Whataburger Restaurant as presented. Motion seconded by Councilmember Elrod.

Ayes: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenney and Councilmember Theodore.

Nays: None

MOTION PASSED UNANIMOUSLY

D (4) - Consider and act an Off-Site Facilities Agreement between and among the Lake Cities Municipal Utility Authority, Town of Hickory Creek, Westwood Residential Land Company and Teddy Brown, Ronald E. Brown, Ren E. Brown, Sherry Headrick, Keith Russell Brown and Ginger Leigh Murchinson.

Motion: made by Councilmember Gordon to approve an Offsite Facilities Agreement with the inclusion of a sixty-day expiration if signatures by all parties are not obtained. Motion seconded by Councilmember Kenney.

Ayes: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenney and Councilmember Theodore.

Nays: None

MOTION PASSED UNANIMOUSLY

D (5) - Consider and act on a resolution of the Town of Hickory Creek, Texas authorizing the issuance of a water well drilling permit for 1700 Turbeville Road, Hickory Creek, Texas.

Motion: made by Councilmember Gordon to approve a resolution of the Town of Hickory Creek, Texas authorizing the issuance of a water well drilling permit for 1700 Turbeville Road, Hickory Creek, Texas. Motion seconded by Councilmember Theodore.

Ayes: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenney and Councilmember Theodore.

Nays: None

MOTION PASSED UNANIMOUSLY

D (6) - Consider and act on an ordinance of the Town of Hickory Creek, Texas continuing the juvenile curfew for minors under 17 years of age adopted by Ordinance No. 2008-02-309 prohibiting appearance in public between the hours of 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 a.m. of the following day; and 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday within the Town of Hickory Creek.

Motion: made by Councilmember Gordon to approve continuing the juvenile curfew ordinance to include Friday. Motion seconded by Councilmember Elrod.

Ayes: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenney and Councilmember Theodore.

Nays: None

MOTION PASSED UNANIMOUSLY

D (7) Consider and act regarding an ordinance of the Town of Hickory Creek, Texas amending the Code of Ordinances, Chapter 1: General Provisions; Article 1.10 Parks and Recreation.

Motion: made by Councilmember Theodore to approve an ordinance of the Town of Hickory Creek, Texas amending the Code of Ordinances, Chapter 1: General Provisions; Article 1.10 Parks and Recreation. Motion seconded by Councilmember DuPree.

Ayes: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenny and Councilmember Theodore.

Nays: None

MOTION PASSED UNANIMOUSLY

D (8) - Consider and act on an ordinance of the Town of Hickory Creek, Texas amending the Town's Code of Ordinances, Appendices: Appendix A: Fee Schedule; Article A2.00: Business Related Fees by adding a new Section A2.500.

Motion: made by Councilmember Theodore to approve an ordinance of the Town of Hickory Creek, Texas amending the Town's Code of Ordinances, Appendices: Appendix A: Fee Schedule; Article A2.00: Business Related Fees by adding a new Section A2.500 with the following amendments to paragraph (a) (1) For approved commercial uses, the annual boat launch fee will be \$200 per pass per trailer. Motion seconded by Councilmember Elrod.

Ayes: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenny and Councilmember Theodore.

Nays: None

MOTION PASSED UNANIMOUSLY

D (9) - Consider and act on an agreement between the Town of Hickory Creek and Flying and Floating Toys for use of Point Vista Park property.

Motion: made by Councilmember Kenney to deny an agreement between the Town of Hickory Creek and Flying and Floating Toys for use of Point Vista Park property. Motion seconded by Councilmember Gordon.

Ayes: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenny and Councilmember Theodore.

Nays: None

MOTION PASSED UNANIMOUSLY

D (10) - Discussion regarding current road and sidewalk projects.

John Smith, town administrator, provided an overview to council regarding current road and sidewalk projects.

Item E - Executive Session: The Town Council convened into executive session at 8:38 p.m. pursuant to Chapter 551 of the Texas Government Code Section 551.071, Consultation with City Attorney and other legal counsel on matters in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, or on matters pertaining to pending or contemplated litigation

1. Contract negotiations with the Town of Shady Shores for police services.

Item F - Reconvene into Open Session: The Town Council reconvened into open session at 9:55 p.m.

Motion: made by Councilmember Gordon to authorize the town administrator to conduct contract negotiations as instructed in executive session regarding police services for Shady Shores. Motion seconded by Councilmember Elrod.

Ayes: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenney and Councilmember Theodore.

Nays: None

MOTION PASSED UNANIMOUSLY

Item G – Adjournment

Motion: made by Councilmember Kenney to adjourn the meeting. Motion seconded by Councilmember DuPree.

Ayes: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenney and Councilmember Theodore.

Nays: None

MOTION PASSED UNANIMOUSLY

The meeting did then stand adjourned at 9:57 p.m.

Town of Hickory Creek
June 20, 2017
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Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 07/25/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.2

June 2017 Financial Statements

Town of Hickory Creek
Balance Sheet
As of June 30, 2017

	<u>Jun 30, 17</u>
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	17,453.24
BOA - Building Security	11,860.96
BOA - Court Technology	193.93
BOA - Drug Forfeiture	9,108.72
BOA - Drug Seizure	592.04
BOA - General Fund	187,471.66
BOA - Parks and Recreation	79,743.55
BOA - Payroll	161.07
BOA - Police State Training	5,175.28
Logic Animal Shelter Facility	9,036.17
Logic Harbor Ln-Sycamore Bend	325,463.72
Logic HC PID No.1 Road	22,978.92
Logic HC PID No.1 Safety	93,316.45
Logic Hickory Creek PID No. 1	400,861.07
Logic Hickory Creek PID No. 2	71,732.05
Logic Investment Fund	3,692,398.60
Logic Street & Road Improvement	2,128,821.56
Logic Turbeville Road	202,704.55
Total Checking/Savings	<u>7,259,073.54</u>
Accounts Receivable	
Accounts Receivable	<u>8,132.40</u>
Total Accounts Receivable	<u>8,132.40</u>
Total Current Assets	<u>7,267,205.94</u>
Other Assets	
Harbor Lane/Sycamore Bend Road	<u>-357,000.00</u>
Total Other Assets	<u>-357,000.00</u>
TOTAL ASSETS	<u><u>6,910,205.94</u></u>
LIABILITIES & EQUITY	<u>0.00</u>

Town of Hickory Creek
Profit & Loss
June 2017

	Jun 17
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	3,247.69
4004 M&O Penalties & Interest	369.11
4006 Delinquent M&O	256.01
4008 I&S Debt Service	3,119.45
4010 I&S Penalties & Interest	360.00
4012 Delinquent I&S	266.61
Total Ad Valorem Tax Revenue	7,618.87
Building Department Revenue	
4102 Building Permits	59,759.69
4106 Contractor Registration	2,625.00
4112 Health Inspections	460.00
4122 Septic Permits	425.00
4124 Sign Permits	1,185.00
4130 Vendor Fee	75.00
4132 Alarm Permit Fees	100.00
Total Building Department Revenue	64,629.69
Franchise Fee Revenue	
4212 Waste Management	3,849.43
Total Franchise Fee Revenue	3,849.43
Interest Revenue	
4302 Animal Shelter Interest	8.71
4304 Building Security Interest	0.19
4308 Drug Forfeiture Interest	0.15
4310 Drug Seizure Interest	0.01
4314 Logic Investment Interest	3,436.26
4320 Logic Street/Road Improv.	1,981.15
4322 Logic Turbeville Road	188.65
4326 PD State Training Interest	0.09
4328 Logic Harbor/Sycamore Bend	302.88
Total Interest Revenue	5,918.09
Interlocal Revenue	
4402 Corp Contract Current Year	8,132.40
Total Interlocal Revenue	8,132.40
Miscellaneous Revenue	
4502 Animal Adoption & Impound	520.00
4508 Annual Park Passes	1,810.40
4510 Arrowhead Park Fees	1,914.00
4526 Mineral Rights	39.75
4528 NSF Fees	25.00
4530 Other Receivables	130.71
4536 Point Vista Park Fees	753.00
4550 Sycamore Bend Fees	2,405.00

Town of Hickory Creek
Profit & Loss
June 2017

	<u>Jun 17</u>
Total Miscellaneous Revenue	7,597.86
Municipal Court Revenue	
4602 Building Security Fee	1,255.40
4604 Citations	81,347.48
4606 Court Technology	1,673.87
4612 State Court Costs	30,422.62
Total Municipal Court Revenue	114,699.37
Sales Tax Revenue	
4702 Sales Tax General Fund	70,052.10
4704 Sales Tax Road Maintenance	14,010.42
4706 Sales Tax 4B Corporation	28,020.84
Total Sales Tax Revenue	112,083.36
Total Income	324,529.07
Gross Profit	324,529.07
Expense	
Capital Outlay	
5010 Street Maintenance	483.19
5012 Streets & Road Improvement	164,155.31
5020 Main Street Reconstruction	3,087.50
Total Capital Outlay	167,726.00
General Government	
5202 Bank Service Charges	37.00
5206 Computer Hardware/Software	156.61
5208 Copier Rental	265.92
5212 EDC Tax Payment	28,020.84
5216 Volunteer/Staff Events	273.49
5218 General Communications	789.41
5222 Office Supplies & Equip.	209.64
5224 Postage	253.25
5226 Community Cause	1,691.40
5228 Town Council/Board Expense	63.36
Total General Government	31,760.92
Municipal Court	
5304 Building Security	172.82
5312 Court Technology	200.00
5318 Merchant Fees/Credit Cards	-792.19
5322 Office Supplies/Equipment	141.12
5332 Warrants Collected	-7,195.42
Total Municipal Court	-7,473.67
Parks and Recreation	
5408 Tanglewood Park	303.23
Total Parks and Recreation	303.23

Town of Hickory Creek
Profit & Loss
June 2017

	Jun 17
Parks Corps of Engineer	
5432 Arrowhead	348.01
5436 Point Vista	146.16
5438 Sycamore Bend	230.61
Total Parks Corps of Engineer	724.78
Personnel	
5502 Administration Wages	28,147.55
5504 Municipal Court Wages	11,517.66
5506 Police Wages	69,158.19
5507 Police Overtime Wages	942.69
5508 Public Works Wages	17,067.46
5509 Public Works Overtime Wage	181.49
5510 Health Insurance	14,233.92
5514 Payroll Expense	2,005.73
Total Personnel	143,254.69
Police Department	
5602 Auto Gas & Oil	2,978.66
5606 Auto Maintenance & Repair	5,496.64
5612 Computer Hardware/Software	707.41
5626 Office Supplies/Equipment	69.99
5630 Personnel Equipment	44.49
5634 Travel Expense	444.75
5636 Uniforms	522.31
5640 Training & Education	25.00
Total Police Department	10,289.25
Public Works Department	
5706 Animal Control Supplies	162.32
5710 Auto Gas & Oil	791.13
5714 Auto Maintenance/Repair	1,795.70
5724 Equipment Maintenance	152.96
5728 Equipment Supplies	436.02
5734 Radios	517.00
5742 Uniforms	28.26
Total Public Works Department	3,883.39
Services	
5802 Appraisal District	2,571.23
5804 Attorney Fees	3,612.64
5808 Codification	2,280.00
5812 Document Management	71.22
5814 Engineering	3,387.20
5818 Inspections	500.00
5822 Legal Notices/Advertising	56.90
5824 Library Services	40.00
5826 Municipal Judge	1,800.00
5832 Computer Technical Support	2,610.00

Town of Hickory Creek
Profit & Loss
June 2017

	<u>Jun 17</u>
Total Services	16,929.19
Special Events	
6004 Fourth of July Celebration	<u>4,000.00</u>
Total Special Events	4,000.00
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	5,267.82
5908 Street Lighting	222.41
5910 Telephone	142.59
5912 Water	<u>858.78</u>
Total Utilities & Maintenance	<u>6,491.60</u>
Total Expense	<u>377,889.38</u>
Net Ordinary Income	<u>-53,360.31</u>
Net Income	<u><u>-53,360.31</u></u>

8:01 AM

07/20/17

Accrual Basis

Town of Hickory Creek
Budget vs. Actual Year to Date 74.97%
 October 2016 through June 2017

	Oct '16 - Jun 17	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	832,079.02	844,833.00	98.5%
4004 M&O Penalties & Interest	4,639.51	4,300.00	107.9%
4006 Delinquent M&O	1,697.83	2,000.00	84.9%
4008 I&S Debt Service	798,910.82	811,482.00	98.5%
4010 I&S Penalties & Interest	3,962.91	3,700.00	107.1%
4012 Delinquent I&S	1,770.26	3,300.00	53.6%
Total Ad Valorem Tax Revenue	1,643,060.35	1,669,615.00	98.4%
Building Department Revenue			
4102 Building Permits	338,903.64	266,200.00	127.3%
4104 Certificate of Occupancy	500.00	800.00	62.5%
4106 Contractor Registration	14,550.00	5,000.00	291.0%
4108 Final Plat	3,222.76	3,223.00	100.0%
4110 Final Site Plan	500.00	0.00	100.0%
4112 Health Inspections	5,520.00	10,120.00	54.5%
4116 Overweight Vehicles	0.00	0.00	0.0%
4118 Preliminary Plat	0.00	0.00	0.0%
4120 Preliminary Site Plan	0.00	0.00	0.0%
4122 Septic Permits	850.00	2,125.00	40.0%
4124 Sign Permits	1,855.00	500.00	371.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	250.00	500.00	50.0%
4130 Vendor Fee	875.00	600.00	145.8%
4132 Alarm Permit Fees	600.00	1,800.00	33.3%
Total Building Department Revenue	367,626.40	291,068.00	126.3%
Franchise Fee Revenue			
4202 Atmos Energy	28,774.64	25,100.00	114.6%
4204 Charter Communications	28,241.62	34,500.00	81.9%
4206 CenturyLink	3,192.15	5,200.00	61.4%
4208 CoServ	3,248.61	4,200.00	77.3%
4210 Oncor Electric	129,366.95	127,997.00	101.1%
4212 Waste Management	27,799.44	32,000.00	86.9%
Total Franchise Fee Revenue	220,623.41	228,997.00	96.3%
Interest Revenue			
4302 Animal Shelter Interest	68.05	45.00	151.2%
4304 Building Security Interest	1.75	2.00	87.5%
4306 Court Technology Interest	0.00	0.00	0.0%
4308 Drug Forfeiture Interest	1.40	2.00	70.0%
4310 Drug Seizure Interest	0.04	1.00	4.0%
4312 General Fund Interest	0.00	0.00	0.0%
4314 Logic Investment Interest	25,215.94	18,000.00	140.1%
4320 Logic Street/Road Improv.	16,569.41	12,000.00	138.1%
4322 Logic Turbeville Road	1,468.15	1,800.00	81.6%
4324 Parks & Recreation	0.00	0.00	0.0%
4326 PD State Training Interest	0.68	1.00	68.0%
4328 Logic Harbor/Sycamore Bend	2,357.28	1,600.00	147.3%
Total Interest Revenue	45,682.70	33,451.00	136.6%
Interlocal Revenue			
4402 Corp Contract Current Year	8,132.40	34,000.00	23.9%
Total Interlocal Revenue	8,132.40	34,000.00	23.9%

8:01 AM

07/20/17

Accrual Basis

Town of Hickory Creek

Budget vs. Actual Year to Date 74.97%

October 2016 through June 2017

	Oct '16 - Jun 17	Budget	% of Budget
Miscellaneous Revenue			
4502 Animal Adoption & Impound	5,985.00	7,000.00	85.5%
4506 Animal Shelter Donations	1,452.20	2,000.00	72.6%
4508 Annual Park Passes	16,691.97	20,000.00	83.5%
4510 Arrowhead Park Fees	7,246.00	30,000.00	24.2%
4512 Beer & Wine Permit	0.00	60.00	0.0%
4514 Cobra Premiums	0.00	0.00	0.0%
4516 Corp Parks Prior Year Rev	0.00	24,520.00	0.0%
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	592.00	0.00	100.0%
4522 EDCPayment/Ronald Reagan	0.00	45,778.00	0.0%
4524 Fund Balance Reserve	0.00	0.00	0.0%
4526 Mineral Rights	338.26	450.00	75.2%
4528 NSF Fees	50.00	100.00	50.0%
4530 Other Receivables	106,916.06	14,000.00	763.7%
4534 PD State Training	1,328.87	1,328.87	100.0%
4536 Point Vista Park Fees	3,491.00	5,000.00	69.8%
4546 Street Bond Proceeds	0.00	509,416.00	0.0%
4550 Sycamore Bend Fees	13,489.00	10,000.00	134.9%
4554 Building Security Fund Res	0.00	0.00	0.0%
4556 Court Tech Fund Reserve	0.00	13,535.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
Total Miscellaneous Revenue	157,580.36	683,187.87	23.1%
Municipal Court Revenue			
4602 Building Security Fee	8,898.92	10,285.00	86.5%
4604 Citations	579,165.79	550,000.00	105.3%
4606 Court Technology	11,865.23	13,640.00	87.0%
4612 State Court Costs	217,563.58	242,000.00	89.9%
Total Municipal Court Revenue	817,493.52	815,925.00	100.2%
Sales Tax Revenue			
4702 Sales Tax General Fund	688,397.90	903,125.00	76.2%
4704 Sales Tax Road Maintenance	137,679.58	180,625.00	76.2%
4706 Sales Tax 4B Corporation	275,359.16	361,250.00	76.2%
4708 Sales Tax Mixed Beverage	14.58	350.00	4.2%
Total Sales Tax Revenue	1,101,451.22	1,445,350.00	76.2%
Total Income	4,361,650.36	5,201,593.87	83.9%
Gross Profit	4,361,650.36	5,201,593.87	83.9%
Expense			
Capital Outlay			
5010 Street Maintenance	38,309.44	180,625.00	21.2%
5012 Streets & Road Improvement	1,432,316.72	509,416.00	281.2%
5020 Main Street Reconstruction	-403,559.02	0.00	100.0%
Total Capital Outlay	1,067,067.14	690,041.00	154.6%
Debt Service			
5106 2012 Refunding Bond Series	12,742.50	150,236.00	8.5%
5108 2012 Tax Note Series	2,988.50	120,728.00	2.5%
5110 2015 Refunding Bond Series	63,475.00	311,700.00	20.4%
5112 2015 C.O. Series	64,925.00	274,600.00	23.6%
Total Debt Service	144,131.00	857,264.00	16.8%
General Government			

Town of Hickory Creek
Budget vs. Actual Year to Date 74.97%
 October 2016 through June 2017

	Oct '16 - Jun 17	Budget	% of Budget
5202 Bank Service Charges	369.00	500.00	73.8%
5204 Books & Subscriptions	167.50	300.00	55.8%
5206 Computer Hardware/Software	11,250.80	15,000.00	75.0%
5208 Copier Rental	3,266.66	3,500.00	93.3%
5210 Dues & Memberships	1,426.94	2,000.00	71.3%
5212 EDC Tax Payment	275,359.17	361,250.00	76.2%
5214 Election Expenses	0.00	0.00	0.0%
5216 Volunteer/Staff Events	6,032.78	8,500.00	71.0%
5218 General Communications	10,826.98	15,500.00	69.9%
5222 Office Supplies & Equip.	1,914.92	2,000.00	95.7%
5224 Postage	4,205.38	6,000.00	70.1%
5226 Community Cause	3,055.22	4,000.00	76.4%
5228 Town Council/Board Expense	2,716.38	5,000.00	54.3%
5230 Training & Education	930.00	2,000.00	46.5%
5232 Travel Expense	1,164.63	1,500.00	77.6%
5234 Staff Uniforms	874.31	1,000.00	87.4%
Total General Government	323,560.67	428,050.00	75.6%
Municipal Court			
5302 Books & Subscriptions	0.00	100.00	0.0%
5304 Building Security	1,743.09	10,285.00	16.9%
5312 Court Technology	20,548.31	27,175.00	75.6%
5314 Dues & Memberships	176.00	200.00	88.0%
5318 Merchant Fees/Credit Cards	-8,213.81	0.00	100.0%
5322 Office Supplies/Equipment	1,201.33	1,500.00	80.1%
5324 State Court Costs	190,097.10	242,000.00	78.6%
5326 Training & Education	150.00	550.00	27.3%
5328 Travel Expense	293.50	1,400.00	21.0%
5330 Warrant Roundup	1,039.13	1,500.00	69.3%
5332 Warrants Collected	-9,723.11	0.00	100.0%
Total Municipal Court	197,311.54	284,710.00	69.3%
Parks and Recreation			
5402 Events	3,999.54	4,000.00	100.0%
5404 Marketing	0.00	500.00	0.0%
5406 Professional Dues	0.00	400.00	0.0%
5408 Tanglewood Park	44,941.14	48,000.00	93.6%
5410 Travel and Training	0.00	1,000.00	0.0%
5412 KHCB	100.00	1,000.00	10.0%
5414 Tree City USA	934.41	1,000.00	93.4%
5416 Town Hall Park	6,014.25	8,000.00	75.2%
Total Parks and Recreation	55,989.34	63,900.00	87.6%
Parks Corps of Engineer			
5432 Arrowhead	5,532.11	12,000.00	46.1%
5434 Harbor Grove	746.16	4,000.00	18.7%
5436 Point Vista	3,674.68	12,000.00	30.6%
5438 Sycamore Bend	8,248.98	42,000.00	19.6%
5440 Public Works Services	0.00	25,000.00	0.0%
Total Parks Corps of Engineer	18,201.93	95,000.00	19.2%
Personnel			
5502 Administration Wages	186,023.97	240,705.00	77.3%
5504 Municipal Court Wages	71,596.63	93,390.00	76.7%
5506 Police Wages	423,778.39	559,090.00	75.8%
5507 Police Overtime Wages	4,238.31	12,000.00	35.3%
5508 Public Works Wages	121,580.08	164,665.00	73.8%

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Accrual Basis

Town of Hickory Creek
Budget vs. Actual Year to Date 74.97%
 October 2016 through June 2017

	Oct '16 - Jun 17	Budget	% of Budget
5509 Public Works Overtime Wage	1,868.63	2,500.00	74.7%
5510 Health Insurance	135,105.56	186,150.00	72.6%
5512 Longevity	10,023.00	10,023.00	100.0%
5514 Payroll Expense	12,327.73	16,500.00	74.7%
5516 Employment Exams	848.00	1,500.00	56.5%
5518 Retirement (TMRS)	69,258.57	122,715.00	56.4%
5520 Unemployment (TWC)	243.44	2,000.00	12.2%
5522 Workman's Compensation	25,855.34	25,856.00	100.0%
Total Personnel	1,062,747.65	1,437,094.00	74.0%
Police Department			
5602 Auto Gas & Oil	19,209.34	20,780.00	92.4%
5604 Auto Lease	9,764.00	9,764.00	100.0%
5606 Auto Maintenance & Repair	17,654.96	20,000.00	88.3%
5608 Auto New Equipment	0.00	2,000.00	0.0%
5610 Books & Subscriptions	317.00	400.00	79.3%
5612 Computer Hardware/Software	23,896.08	35,100.00	68.1%
5614 Crime Lab Analysis	1,059.98	1,500.00	70.7%
5616 Drug Forfeiture	13,827.50	13,828.00	100.0%
5618 Dues & Memberships	235.00	400.00	58.8%
5626 Office Supplies/Equipment	2,366.38	2,000.00	118.3%
5628 PD State Training	0.00	1,328.87	0.0%
5630 Personnel Equipment	16,788.27	17,000.00	98.8%
5632 Radios	0.00	0.00	0.0%
5634 Travel Expense	1,360.36	1,000.00	136.0%
5636 Uniforms	2,387.98	3,000.00	79.6%
5640 Training & Education	1,279.00	3,000.00	42.6%
5642 Auto Purchase	0.00	0.00	0.0%
5644 Citizens on Patrol	388.60	600.00	64.8%
5646 Community Outreach	116.10	1,000.00	11.6%
Total Police Department	110,650.55	132,700.87	83.4%
Public Works Department			
5702 Animal Control Donation	0.00	2,000.00	0.0%
5704 Animal Control Equipment	0.00	600.00	0.0%
5706 Animal Control Supplies	778.69	1,000.00	77.9%
5708 Animal Control Vet Fees	3,809.95	5,000.00	76.2%
5710 Auto Gas & Oil	7,684.90	10,000.00	76.8%
5712 Auto Lease	0.00	0.00	0.0%
5714 Auto Maintenance/Repair	9,728.53	15,000.00	64.9%
5716 Beautification	264.59	60,105.00	0.4%
5718 Computer Hardware/Software	0.00	500.00	0.0%
5720 Dues & Memberships	335.00	350.00	95.7%
5722 Equipment	0.00	2,000.00	0.0%
5724 Equipment Maintenance	4,674.92	8,000.00	58.4%
5726 Equipment Rental	-267.79	500.00	-53.6%
5728 Equipment Supplies	4,908.09	6,500.00	75.5%
5732 Office Supplies/Equipment	827.45	1,000.00	82.7%
5734 Radios	2,877.71	3,000.00	95.9%
5738 Training	989.00	1,200.00	82.4%
5740 Travel Expense	646.69	1,000.00	64.7%
5742 Uniforms	1,372.62	2,800.00	49.0%
5748 Landscaping Services	27,222.12	27,223.00	100.0%
Total Public Works Department	65,852.47	147,778.00	44.6%
Services			
5802 Appraisal District	7,713.69	10,500.00	73.5%

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Accrual Basis

Town of Hickory Creek
Budget vs. Actual Year to Date 74.97%
 October 2016 through June 2017

	Oct '16 - Jun 17	Budget	% of Budget
5804 Attorney Fees	44,561.42	50,000.00	89.1%
5806 Audit	12,000.00	12,000.00	100.0%
5808 Codification	2,655.00	1,000.00	265.5%
5812 Document Management	775.31	1,000.00	77.5%
5814 Engineering	38,280.72	40,000.00	95.7%
5816 General Insurance	32,629.10	32,630.00	100.0%
5818 Inspections	45,458.00	50,000.00	90.9%
5820 Fire Service	445,992.78	611,405.00	72.9%
5822 Legal Notices/Advertising	537.40	2,500.00	21.5%
5824 Library Services	440.00	500.00	88.0%
5826 Municipal Judge	8,100.00	10,800.00	75.0%
5828 Printing	957.68	1,600.00	59.9%
5830 Tax Collection	1,555.92	1,600.00	97.2%
5832 Computer Technical Support	24,124.26	27,000.00	89.3%
5838 DCCAC	197.96	4,153.00	4.8%
5840 Denton County Dispatch	0.00	28,427.00	0.0%
5844 Helping Hands	0.00	300.00	0.0%
5846 Span Transit Services	0.00	5,000.00	0.0%
Total Services	665,979.24	890,415.00	74.8%
Special Events			
6004 Fourth of July Celebration	4,000.00	4,000.00	100.0%
6008 Tree Lighting	3,365.10	3,366.00	100.0%
Total Special Events	7,365.10	7,366.00	100.0%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	69,975.47	80,000.00	87.5%
5904 Electric	24,910.92	28,000.00	89.0%
5906 Gas	1,098.17	1,500.00	73.2%
5908 Street Lighting	24,626.33	29,000.00	84.9%
5910 Telephone	14,552.99	21,575.00	67.5%
5912 Water	7,329.64	7,200.00	101.8%
Total Utilities & Maintenance	142,493.52	167,275.00	85.2%
Total Expense	3,861,350.15	5,201,593.87	74.2%
Net Ordinary Income	500,300.21	0.00	100.0%
Net Income	500,300.21	0.00	100.0%

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Accrual Basis

Town of Hickory Creek
Expenditures over \$1,000.00
June 2017

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5012 Streets & Road Improvement				
Bill	06/19/2017	Invoi...	Half Associates, Inc.	1,324.00
Bill	06/19/2017	Invoi...	Half Associates, Inc.	8,188.75
Check	06/22/2017	3380	Quality Excavation, Ltd.	154,642.56
Total 5012 Streets & Road Improvement				164,155.31
5020 Main Street Reconstruction				
Check	06/22/2017	3380	Quality Excavation, Ltd.	3,087.50
Total 5020 Main Street Reconstruction				3,087.50
Total Capital Outlay				167,242.81
General Government				
5212 EDC Tax Payment				
Check	06/09/2017	3374	Hickory Creek Economic Development	28,020.84
Total 5212 EDC Tax Payment				28,020.84
Total General Government				28,020.84
Municipal Court				
5332 Warrants Collected				
Deposit	06/02/2017		Deposit	-2,590.73
Total 5332 Warrants Collected				-2,590.73
Total Municipal Court				-2,590.73
Police Department				
5602 Auto Gas & Oil				
Check	06/27/2017	Debit	WEX INC DESFLEET DEBI	2,978.66
Total 5602 Auto Gas & Oil				2,978.66
5606 Auto Maintenance & Repair				
Bill	06/19/2017	Invoi...	Huffines Chrysler Jeep Dodge	1,061.31
Total 5606 Auto Maintenance & Repair				1,061.31
Total Police Department				4,039.97
Public Works Department				
5714 Auto Maintenance/Repair				
Bill	06/22/2017	R.O....	Christian Brothers Automotive	1,624.05
Total 5714 Auto Maintenance/Repair				1,624.05
Total Public Works Department				1,624.05
Services				
5802 Appraisal District				
Bill	06/02/2017	Invoi...	DCAD	2,571.23

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Accrual Basis

Town of Hickory Creek
Expenditures over \$1,000.00
June 2017

Type	Date	Num	Name	Amount
			Total 5802 Appraisal District	2,571.23
			5804 Attorney Fees	
Bill	06/19/2017	9975...	Hayes, Berry, White & Vanzant	2,636.24
			Total 5804 Attorney Fees	2,636.24
			5808 Codification	
Bill	06/19/2017	Invoi...	Franklin Legal Publishing	2,280.00
			Total 5808 Codification	2,280.00
			5814 Engineering	
Bill	06/19/2017	Invoi...	Halff Associates, Inc.	3,387.20
			Total 5814 Engineering	3,387.20
			5832 Computer Technical Support	
Bill	06/19/2017	Invoi...	MiTech Services, LLC	2,610.00
			Total 5832 Computer Technical Support	2,610.00
			Total Services	13,484.67
			Special Events	
			6004 Fourth of July Celebration	
Check	06/16/2017	3377	City Of Lake Dallas	4,000.00
			Total 6004 Fourth of July Celebration	4,000.00
			Total Special Events	4,000.00
			Utilities & Maintenance	
			5902 Bldg Maintenance/Supplies	
Check	06/05/2017	3370	Design Floors	3,658.63
			Total 5902 Bldg Maintenance/Supplies	3,658.63
			Total Utilities & Maintenance	3,658.63
			Total Expense	219,480.24
			Net Ordinary Income	-219,480.24
			Net Income	-219,480.24



TOWN OF HICKORY CREEK
ATTN KRISTI K ROGERS
1075 RONALD REAGAN AVE
HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276007

ACCOUNT NAME: ANIMAL SHELTER FACILITY

STATEMENT PERIOD: 06/01/2017 - 06/30/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.1333%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 25 DAYS AND THE NET ASSET VALUE FOR 6/30/17 WAS 1.000122.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,027.75
06/30/2017	MONTHLY POSTING	9999888	8.42	9,036.17
	ENDING BALANCE			9,036.17

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,027.75
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	8.42
ENDING BALANCE	9,036.17
AVERAGE BALANCE	9,027.75

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	46.44





TOWN OF HICKORY CREEK
ATTN KRISTI K ROGERS
1075 RONALD REAGAN AVE
HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276009

ACCOUNT NAME: HARBOR LANE - SYCAMORE BEND

STATEMENT PERIOD: 06/01/2017 - 06/30/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.1333%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 25 DAYS AND THE NET ASSET VALUE FOR 6/30/17 WAS 1.000122.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			325,160.84
06/30/2017	MONTHLY POSTING	9999888	302.88	325,463.72
	ENDING BALANCE			325,463.72

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	325,160.84
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	302.88
ENDING BALANCE	325,463.72
AVERAGE BALANCE	325,160.84

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	1,670.86





TOWN OF HICKORY CREEK
ATTN KRISTI K ROGERS
1075 RONALD REAGAN AVE
HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276011

ACCOUNT NAME: PID NO 1 ROAD

STATEMENT PERIOD: 06/01/2017 - 06/30/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.1333%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 25 DAYS AND THE NET ASSET VALUE FOR 6/30/17 WAS 1.000122.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			22,957.53
06/30/2017	MONTHLY POSTING	9999888	21.39	22,978.92
	ENDING BALANCE			22,978.92

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	22,957.53
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	21.39
ENDING BALANCE	22,978.92
AVERAGE BALANCE	22,957.53

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
PID NO 1 ROAD	14,322.88	0.00	87.88





TOWN OF HICKORY CREEK
ATTN KRISTI K ROGERS
1075 RONALD REAGAN AVE
HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276012

ACCOUNT NAME: PID NO 1 SAFETY

STATEMENT PERIOD: 06/01/2017 - 06/30/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.1333%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 25 DAYS AND THE NET ASSET VALUE FOR 6/30/17 WAS 1.000122.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			93,229.60
06/30/2017	MONTHLY POSTING	9999888	86.85	93,316.45
	ENDING BALANCE			93,316.45

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	93,229.60
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	86.85
ENDING BALANCE	93,316.45
AVERAGE BALANCE	93,229.60

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
PID NO 1 SAFETY	57,744.20	0.00	357.66





TOWN OF HICKORY CREEK
ATTN KRISTI K ROGERS
1075 RONALD REAGAN AVE
HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276008

ACCOUNT NAME: PID NO 1

STATEMENT PERIOD: 06/01/2017 - 06/30/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.1333%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 25 DAYS AND THE NET ASSET VALUE FOR 6/30/17 WAS 1.000122.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			400,488.01
06/30/2017	MONTHLY POSTING	9999888	373.06	400,861.07
	ENDING BALANCE			400,861.07

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	400,488.01
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	373.06
ENDING BALANCE	400,861.07
AVERAGE BALANCE	400,488.01

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
PID NO 1	248,868.63	0.00	1,534.61





TOWN OF HICKORY CREEK
ATTN KRISTI K ROGERS
1075 RONALD REAGAN AVE
HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276010

ACCOUNT NAME: PID NO 2

STATEMENT PERIOD: 06/01/2017 - 06/30/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.1333%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 25 DAYS AND THE NET ASSET VALUE FOR 6/30/17 WAS 1.000122.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			71,665.30
06/30/2017	MONTHLY POSTING	9999888	66.75	71,732.05
	ENDING BALANCE			71,732.05

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	71,665.30
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	66.75
ENDING BALANCE	71,732.05
AVERAGE BALANCE	71,665.30

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
PID NO 2	51,383.42	0.00	260.19





TOWN OF HICKORY CREEK
ATTN KRISTI K ROGERS
1075 RONALD REAGAN AVE
HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 06/01/2017 - 06/30/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.1333%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 25 DAYS AND THE NET ASSET VALUE FOR 6/30/17 WAS 1.000122.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			3,688,962.34
06/30/2017	MONTHLY POSTING	9999888	3,436.26	3,692,398.60
	ENDING BALANCE			3,692,398.60

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	3,688,962.34
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	3,436.26
ENDING BALANCE	3,692,398.60
AVERAGE BALANCE	3,688,962.34

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	1,015,515.73	372,319.13	18,119.51





TOWN OF HICKORY CREEK
ATTN KRISTI K ROGERS
1075 RONALD REAGAN AVE
HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276005

ACCOUNT NAME: RESIDENTIAL STREET & RD IMPROV

STATEMENT PERIOD: 06/01/2017 - 06/30/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.1333%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 25 DAYS AND THE NET ASSET VALUE FOR 6/30/17 WAS 1.000122.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			2,126,840.41
06/30/2017	MONTHLY POSTING	9999888	1,981.15	2,128,821.56
	ENDING BALANCE			2,128,821.56

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	2,126,840.41
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	1,981.15
ENDING BALANCE	2,128,821.56
AVERAGE BALANCE	2,126,840.41

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
RESIDENTIAL STREET & RD IMPROV	0.00	454,402.05	12,492.12





TOWN OF HICKORY CREEK
ATTN KRISTI K ROGERS
1075 RONALD REAGAN AVE
HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276002

ACCOUNT NAME: TURBEVILLE RD IMPROVEMENT FUND

STATEMENT PERIOD: 06/01/2017 - 06/30/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.1333%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 25 DAYS AND THE NET ASSET VALUE FOR 6/30/17 WAS 1.000122.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			202,515.90
06/30/2017	MONTHLY POSTING	9999888	188.65	202,704.55
	ENDING BALANCE			202,704.55

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	202,515.90
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	188.65
ENDING BALANCE	202,704.55
AVERAGE BALANCE	202,515.90

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	1,040.64





Town of Hickory Creek COUNCIL MEMORANDUM

Date: 07/25/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.1

Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to accept a voluntary petition for annexation of the Steeplechase North Addition.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2017-0725-1**

**A RESOLUTION OF THE TOWN OF HICKORY CREEK, TEXAS,
HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF
HICKORY CREEK, TEXAS, TO ACCEPT A VOLUNTARY PETITION
FOR ANNEXATION OF THE STEEPLECHASE NORTH ADDITION,
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 Voluntary Annexation Petition (hereinafter “Petition”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference, having been executed by a majority of the inhabitants and qualified voters of the territory described in the Petition requesting that the Town extend its present municipal limits so as to include said territory; and

WHEREAS, upon full re-view and consideration of the Petition, and all matters attendant and related thereto, the Town Council is of the opinion that the Petition should be approved, and that the Mayor shall be authorized to execute any necessary documents on behalf of the Town of Hickory Creek to effectuate said Petition.

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 of Hickory Creek, Texas:

Section 1: That the Mayor of the Town of Hickory Creek, Texas, hereby approves the Annexation Petition of the Steeplechase North addition on behalf of the Town of Hickory Creek, Texas.

Section 2: That the Mayor of the Town of Hickory Creek, Texas, is hereby authorized to execute any and all documents necessary to enact the Petition on behalf of the Town of Hickory Creek, Texas.

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 25th day of July, 2017.

Lynn C. Clark, Mayor

ATTEST:

Kristi Rogers, Town Secretary

APPROVED AS TO FORM:

Lance Vanzant, Town Attorney
Town of Hickory Creek, Texas

ANNEXATION PETITION

To: The Mayor and Town Council, Town of Hickory Creek, County of Denton, Texas.

We, the majority of the inhabitants and qualified voters of the territory described by meets and bounds on attached Exhibit A, and which adjoins the municipal limits and is not more than one-half (1/2) mile in width, hereby petition the Town Council to extend the present municipal limits so as to include said territory as described in Exhibit A.

We, and each of us, are inhabitants of the above described territory, and are qualified to vote for members of the Texas Legislature; and have expressed our choice and vote by fixing our signatures to this petition under the appropriate heading below.

BERTSON, JOELLA LEE
BERTSON, LARRY DALE
STONE, ROGER LYNN
STONE, TARA CHEYENNE
LAM, JENNIFER HOA
LE, ANDRE PHUONG
LEE, DAWN JEANETTE
LEE, DYLAN LAWRENCE
LEE, JESSE LAWRENCE
KNOX, JAMIE BROOKE
VAUGHN, EDWIN LARAY
MORELAND, DON
HARLESS, ANGELA RENEE
HARLESS, WARREN TYRONE
BOYD, JUDITH KAI
BOYD, MARVIN BRUCE
NERPEL, GOLDIE DOCKTER
NERPEL, WILLIAM CLIFFORD
SIMMONS, JENNIFER LYNN
SIMMONS, STEPHEN TODD
ENSEN, ANNE LESLIE
SORENSEN, RICKY DAVID
SORENSEN, SABRINA LEE
ENE, ADRIANA LIA
ENE, NICOLAE
GIBBONS, REBECCA MAE
GIBBONS, THOMAS R
FILLINGIM, ROBERT CLIFTON
FILLINGIM, VANESSA KAY
MORALES, DARLA RAE
MORALES, JUAN GREGORIO
MORALES, JUSTIN GREGORY
KUMMERS, DAVID KELLY
KUMMERS, DEBRA LYNN
OWEN, BRIAN THOMAS
OWEN, DIANE RUBY
OWEN, GARY WINTHROP
OWEN, KRISTY NICOLE
INGRAM, KELLY J
ROSS, MICHAEL BAIN
ROSS, RHONDA ANN
WENZEL, MICHAEL JAMES

101 DERBY LN
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103 DERBY LN
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216 DERBY LN
217 DERBY LN

"FOR ANNEXATION"

"AGAINST ANNEXATION"

Joella Robertson
Larry Dale Bertson
Roger Lynn Stone
Tara Cheyenne Stone

Andre Phuong Le
Dawn Jeanette Lee
Dylan Lawrence Lee
Jesse Lawrence Lee

Jamie Brooke Knox
Edwin Laray Vaughn
Don Moreland
Angela Renee Harless
Warren Tyrone Harless

Judith Kai Boyd
Marvin Bruce Boyd
Goldie Dockter Nerpel
William Clifford Nerpel
Jennifer Lynn Simmons
Stephen Todd Simmons

Anna Leslie Ensen
Ricky David Sorensen
Sabrina Lee Sorensen
Adriana Lia Ene
Nicolae Ene

Rebecca Mae Gibbons
Thomas R Gibbons
Robert Clifton Fillingim
Vanessa Kay Fillingim
Darla Rae Morales
Juan Gregorio Morales
Justin Gregory Morales

David Kelly Kummers
Debra Lynn Kummers
Brian Thomas Owen
Diane Ruby Owen
Gary Winthrop Owen
Kristy Nicole Owen

Kelly J Ingram
Michael Bain Ross
Rhonda Ann Ross
Michael James Wenzel

JOHNSON-MATHEWS, URSULA LETITIA	106 SARATOGA DR
WILLIAMS, WAYNE ROBERT	106 SARATOGA DR
WILSHE, ROBERT JOSEPH	106 SARATOGA DR
CRONANDER, AARON M	107 SARATOGA DR
CRONANDER, REBEKAH S	107 SARATOGA DR
ATCHISON, JANICE LUKER	108 SARATOGA DR
ATCHISON, NORMAN CHIAPPERO	108 SARATOGA DR
LALLIER, GRACIELA PATRICIA	110 SARATOGA DR
ECKERLE, MARLA RAE	116 SARATOGA DR
ECKERLE, MEAGAN ELIZABETH	116 SARATOGA DR
ECKERLE, RUSSELL ALLEN	116 SARATOGA DR
WILLIAMSON, SHEILA L	119 SARATOGA DR
TATE, CANDIS	120 SARATOGA DR
TATE, CHARLES MICHAEL	120 SARATOGA DR
TATE, TYLER MICHAEL	120 SARATOGA DR
EKISS, DEREK MICHAEL	201 SARATOGA DR
GONZALEZ-EKISS, ANNA MARIE	201 SARATOGA DR
CHRISTOPHER, JEANNA PHARR	203 SARATOGA DR
CHRISTOPHER, MCKENZIE MARIE	203 SARATOGA DR
CHRISTOPHER, ROBERT COLEMAN	203 SARATOGA DR
MILLAN, JEFFREY WAYNE	204 SARATOGA DR
MCMILLAN, SARA JANE	204 SARATOGA DR
QUALLS, CAFFERY SELECE	207 SARATOGA DR
QUALLS, JARROD TYLER	207 SARATOGA DR
BROUSSARD, CRAIG STEVEN	208 SARATOGA DR
BROUSSARD, CYNTHIA ANN	208 SARATOGA DR
BROUSSARD, TARYNN MICHELLE	208 SARATOGA DR
SAUNDERS, BRITTANY DIANE	210 SARATOGA DR
SAUNDERS, JUSTIN EARL	210 SARATOGA DR
ATWATER, MARK ANTHONY	211 SARATOGA DR
ATWATER, SPRING IRIS	211 SARATOGA DR
POITIER, CLAYTON RODRIQUEZDEMON	211 SARATOGA DR
POITIER, NIJA IRIS	211 SARATOGA DR
GEHLSSEN, MARY ELIZABETH	214 SARATOGA DR
SVADLENKA, JANA MARIE	215 SARATOGA DR
SVADLENKA, JOHN PAUL	215 SARATOGA DR
RAMIREZ, JUSTICE SHAYANNE	216 SARATOGA DR
VALTEAU, EVELYN J	216 SARATOGA DR
VALTEAU, RICHARD J	216 SARATOGA DR
NGUYEN, ANDREW THUYEN	217 SARATOGA DR
ALBO, BRANDON JOSEPH	218 SARATOGA DR
SCHULTHEIS, MARCIA M	219 SARATOGA DR

"FOR ANNEXATION"

"AGAINST ANNEXATION"

Wendy Williams
Bob R

J. Janice Atchison
Norman Chiappero

Marla Rae Eckerle
Meagan Eckerle
Allen Eckerle
Sheila L Williams

Jeanna Pharr
Mckenzie Marie
Robert Coleman

Sara Jane McMillan

Craig Steven
Cynthia Ann

Brittany Diane
Justin Earl

Jan Paul Svadlenka
John Paul Svadlenka

~~*Marcia M Schultheis*~~

Marcia M Schultheis

		"FOR ANNEXATION"	"AGAINST ANNEXATION"
SCHULTHEIS, RYAN SCOTT	219 SARATOGA DR	Ryan Schulteis	
SCHOTT, JULIA LYNN	220 SARATOGA DR		
SCHOTT, LONNIE JAMES	220 SARATOGA DR		
BRANNON, JAMES TIMOTHY	100 TRAVELLER ST		
BRANNON, JENNIFER LYNN	100 TRAVELLER ST		
KLAR, JACQUELYN ANN	102 TRAVELLER ST	Jacquelyn Klar	
KLAR, JERRETT M	102 TRAVELLER ST	Jerrett Klar	
LE, OANH HOANG	103 TRAVELLER ST		
WILGUS, KELLYN DIANA	104 TRAVELLER ST	Kellyn Wilgus	
WILGUS, MATTHEW ROBERT	104 TRAVELLER ST	Matthew Wilgus	
GOSLING, STEPHEN ALAN	105 TRAVELLER ST	Stephen Gosling	
JOHNSON, ANDREW MCKAGUE	106 TRAVELLER ST		
JOHNSON, CHRISTINE ANN	106 TRAVELLER ST		
JOHNSON, EARL MICHAEL	106 TRAVELLER ST		
SHULTZ, GREGG ALAN	115 TRAVELLER ST	Gregg Shultz	
BOYCE, GINA LEE	116 TRAVELLER ST		
BOYCE, RONALD MERVIN	116 TRAVELLER ST		
WRIGHT, ERIC WILLIAM	200 TRAVELLER ST		
SMITH, JAMES NORMAN	203 TRAVELLER ST		
SMITH, CECIL ARTHURO	204 TRAVELLER ST		
TH, LAURA ELISE	204 TRAVELLER ST		
ROBINSON, MARK SHELTON	206 TRAVELLER ST	Mark Robinson	
LILLARD, CHARLOTTE LEE	208 TRAVELLER ST	Charlotte Lillard	
LILLARD, STEVEN W	208 TRAVELLER ST	Steven Lillard	
WESTPHAL, MICHAEL TIMOTHY	306 TRAVELLER ST		
REA, KATRINA PASION	322 TRAVELLER ST		
YEN, CHI KAN	322 TRAVELLER ST		
MARTINEZ-LARRACUENTE, LUIS A	407 TRAVELLER ST		
PODORSEK, JEFFREY JAMES	409 TRAVELLER ST	Jeffrey Podorssek	
PODORSEK, SUSAN ANN	409 TRAVELLER ST	Susan Ann Podorssek	
SHANKLES, ELVIS DALE	410 TRAVELLER ST	Elvis Dale Shankles	
SHANKLES, SYLVIA ARGANDONA	410 TRAVELLER ST	Sylvia Shankles	
MCHARGUE, DAVID CLAYTON	411 TRAVELLER ST		
RIDGWAY, CURTIS WADE	411 TRAVELLER ST	Curtis Ridgway	
BLANCO, MARIE GUADALUPE	414 TRAVELLER ST	Marie Blanco	
GIFFORD, CARY	416 TRAVELLER ST	Cary Gifford	
GWYNNE, HOLLY LEE	417 TRAVELLER ST	Holly Gwynne	
GWYNNE, JACK CHRIS	417 TRAVELLER ST	Jack Gwynne	
OEHLER, JOSHUA RAY	418 TRAVELLER ST	Joshua Oehler	
GEBLER, DIANNE IRENE	421 TRAVELLER ST	Thom Gebler	
BLER, THOMAS WALTER	421 TRAVELLER ST	Dianne Gebler	
Castleberry, Yolanda	404 Laurel St	Yolanda Castleberry	

"FOR ANNEXATION"

"AGAINST ANNEXATION"

WENZEL, PENNY JO 217 DERBY LN
 NCAN, MATTHEW JOHN 200 EQUESTRIAN RD
 DUNCAN, SUSAN LEIGH 200 EQUESTRIAN RD
 KING, MARK L 201 EQUESTRIAN RD
 TREVINO-KING, DAISY L 201 EQUESTRIAN RD
 GLASSBURNER, AARON VANCE 203 EQUESTRIAN RD
 KARP, ANDREW JOHN 205 EQUESTRIAN RD
 KARP, DAVID ALAN 205 EQUESTRIAN RD
 KARP, MICAH DJUAN 205 EQUESTRIAN RD
 HARRIS, LEONARD RAYMOND 206 EQUESTRIAN RD
 HARRIS, SHEREE MARIE 206 EQUESTRIAN RD
 ROUSSEL, ALLISON RHAE 207 EQUESTRIAN RD
 WAYMIRE, CYNTHIA LYNNE 118 MANOR LN
 WAYMIRE, LARRY MARLON 118 MANOR LN
 BIBBY, LAUREN ELIZABETH 200 PALOMINO DR
 GRYGAR, CHASE ANTHONY 200 PALOMINO DR
 MARTINEZ, JAIME ADRIEL 201 PALOMINO DR
 MARTINEZ, VANESSA CRUZ 201 PALOMINO DR
 JONES, DAVID ERNEST 202 PALOMINO DR
 JONES, LAURA J 202 PALOMINO DR
 LIPS, ALFONSO 204 PALOMINO DR
 BLUHM, KALLI BROOK 206 PALOMINO DR
 BLUHM, ZACHARY LEE 206 PALOMINO DR
 FOREHAND, JUNE LYNN 208 PALOMINO DR
 FOREHAND, THOMAS JAY 208 PALOMINO DR
 HITHERSAY, MARGIE ELLEN 212 PALOMINO DR
 HITHERSAY, STANLEY PAUL 212 PALOMINO DR
 DIGREGORIO, MICHAEL ANTHONY 214 PALOMINO DR
 DIGREGORIO, SHEILA MARLENE 214 PALOMINO DR
 MOUDY, MICHELLE LYNN 214 PALOMINO DR
 MARSHALL, KIMBERLY 216 PALOMINO DR
 MARSHALL, LARRY ALLEN 216 PALOMINO DR
 RHODES, MARK HALL 218 PALOMINO DR
 RHODES, TONJA RENEE 218 PALOMINO DR
 NICHOLS, NATHAN THOMAS 100 SARATOGA DR
 GILMORE, DAVID RAY 101 SARATOGA DR
 GILMORE, MICHELE 101 SARATOGA DR
 DUNN, GENA RECHELLE 103 SARATOGA DR
 HILL, CHARLES GREGORY 103 SARATOGA DR
 WENGER, WILLIAM AMOS 104 SARATOGA DR
 SCOTT LEE 105 SARATOGA DR
 RIX, TAMMY MAY 105 SARATOGA DR

Matt Duncan
Susan Duncan

Leonard Harris
Sherree Harris

Cynthia Waymire
Larry Waymire

David Jones

Alfonso Lips

Margie Hithersay
Stanley Paul Hithersay

Michael Digregorio

Gene Dunn
Charles Hill

John Rix
Patricia Rix

Robinson, John & Patricia
Ahlfinger, Sandra
120 Manor Lane
208 Equestrian
Sandra Ahlfinger

AFFIDAVIT

BEFORE ME, the undersigned authority on this day personally appeared, Thomas Gibbons, Juan Morales, and Michael C. Ross, well known to me, who being duly sworn, depose and say that they, and each of them, are inhabitants of the territory described in the attached petition, and qualified to vote for members of the Texas Legislature, that each inhabitant of said territory who is qualified to vote for members of the Texas Legislature has had notice of and an opportunity to vote his choice in the matter of annexing territory to the Town of Hickory Creek, Texas; and, that a majority of those qualified to vote has voted in favor of becoming a part of said Town.

[Signature]

[Signature]

[Signature]

STATE OF TEXAS

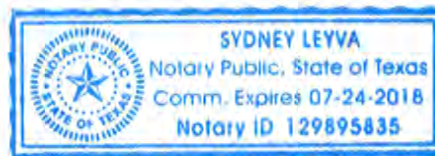
COUNTY OF DENTON

This instrument was acknowledged before me by Sydney Leyva on the 22 day of June, 2017.

[Signature]

Notary Public, State of Texas

My commission expires: 7-24-2018





Town of Hickory Creek COUNCIL MEMORANDUM

Date: 07/25/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.2

Consider and act on a resolution setting a date, time and place for public hearings on the proposed annexation of certain property by the Town of Hickory Creek, Texas and authorizing and directing the Mayor to publish notice of said public hearings.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2017-0725-2**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS SETTING A DATE, TIME AND PLACE FOR PUBLIC HEARINGS ON THE PROPOSED ANNEXATION OF CERTAIN PROPERTY BY THE TOWN OF HICKORY CREEK, TEXAS AND AUTHORIZING AND DIRECTING THE MAYOR TO PUBLISH NOTICE OF SAID PUBLIC HEARINGS, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1: On the 8th day of August, 2017, at 6:30 p.m., in the Town Council Chamber of the Town Hall of the Town of Hickory Creek, Texas, the Town Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the Town of Hickory Creek, Texas of the Steeplechase Addition.

Section 2: On the 15th day of August, 2017, at 6:30 p.m., in the Town Council Chamber of the Town Hall of the Town of Hickory Creek, Texas, the Town Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the Town of Hickory Creek, Texas of the Steeplechase Addition.

Section 3: The Mayor of the Town of Hickory Creek, Texas, is hereby authorized and directed to cause notice of such public hearings to be published once in a newspaper having general circulation in the Town and in the above-described territory not more than twenty days nor less than ten days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

Section 4: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 25th day of July, 2017.

Lynn C. Clark, Mayor

ATTEST:

Kristi Rogers, Town Secretary

APPROVED AS TO FORM:

Lance Vanzant, Town Attorney
Town of Hickory Creek, Texas



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 07/25/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.3

Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for municipal solid waste collection and transportation by and between the Town of Hickory Creek and Waste Management of Texas, Inc.

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2017-0725-3**

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 FOR MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION BY AND BETWEEN THE TOWN OF HICKORY CREEK AND WASTE MANAGEMENT OF TEXAS, 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 Agreement to operate and maintain the service of collection and transportation of residential commercial and industrial garbage and trash, and residential recycling, over, upon, along and across the present and future streets, alleys, bridges, and public properties by and between the Town of Hickory Creek, Texas and Waste Management of Texas, Inc. (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 25th day of July, 2017.

Lynn C. Clark, Mayor

ATTEST:

Kristi Rogers, Town Secretary

APPROVED AS TO FORM:

Town Attorney
Town of Hickory Creek, Texas

City of Hickory Creek Pricing SCHEDULE A
Municipal Solid Waste Collection and Transportation Agreement
BASE RATES
Effective October 1, 2017

RESIDENTIAL BASE RATES (Rates Include 10% City Franchise Fee)

Once Per Week Residential Solid Waste Curbside Collection in WM 96-gal Carts
 Once Per Week Residential Recycling Curbside Collection in WM 96-gal Carts
 Once Per Month Residential Brush & Bulk Curbside Collection
 AT Your Door Residential Special Materials Collection
 \$16.57 Per Home Per Month (\$11.60 Senior Rate)

Additional Residential Cart Service

\$7.74 Per Additional Cart Per Month

Residential or Commercial Cart Replacement Fee

Lost or Stolen Cart = \$70.00 per cart replacement fee
 Damaged Cart = free replacement

Commercial Hand Collect Service in 96-gal Cart

\$25.34 Per Cart (Max 4) Per Month

COMMERCIAL FRONT LOAD RATES (Rates Include 10% City Franchise Fee)

FREQUENCY OF COLLECTION (Monthly Charges)							
SIZE	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week	Extra PU
2YD	\$67.37	\$115.19	\$149.76	\$192.61	\$233.92	N/A	\$125.00
3YD	\$102.01	\$135.39	\$188.37	\$245.65	\$296.24	N/A	\$137.50
4YD	\$134.86	\$219.51	\$299.47	\$386.06	\$467.87	N/A	\$150.00
6YD	\$169.63	\$270.82	\$378.45	\$491.28	\$592.45	N/A	\$175.00
8YD	\$193.95	\$331.91	\$483.10	\$677.83	\$747.85	\$815.84	\$200.00

MISCELLANEOUS MONTHLY COMMERCIAL CHARGES (Rates Include 10% City Franchise Fee)

Containers with Casters	\$9.54	Per Container	
Containers with Locks	\$9.54	Per Container	
Unusual Accumulation	\$115.00	Per Event	

ROLL OFF OPEN TOP RATES (Rates Include 10% City Franchise Fee)

SIZE	PER HAUL	DELIVERY	MONTHLY RENT	DISPOSAL PER TON	
20 Yd Open Top	\$322.89	\$102.52	\$214.79	N/A	
30 Yd Open Top	\$339.47	\$102.52	\$214.79	N/A	
40 Yd Open Top	\$380.85	\$102.52	\$214.79	N/A	

ROLL OFF COMPACTOR RATES (Rates Include 10% City Franchise Fee)

SIZE	PER HAUL	RENTAL	WASH OUT	DISPOSAL PER TON	INSTALLATION CHARGE	
20 Yd Comp	Negotiable	Negotiable	Negotiable	N/A	Negotiable	
30 Yd Comp	\$409.20	Negotiable	Negotiable	N/A	Negotiable	
35 Yd Comp	Negotiable	Negotiable	Negotiable	N/A	Negotiable	
40 Yd Comp	\$474.54	Negotiable	Negotiable	N/A	Negotiable	
42 Yd Comp	Negotiable	Negotiable	Negotiable	N/A	Negotiable	



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 07/25/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.4

Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for collection of soft recyclables by and between the Town of Hickory Creek and Great Lakes Recycling, DBA Simple Recycling.

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2017-0725-4**

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 FOR COLLECTION OF SOFT RECYCLABLES BY AND BETWEEN THE TOWN OF HICKORY CREEK AND GREAT LAKES RECYCLING, INC. D/B/A SIMPLE RECYCLING, 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 Agreement for collection of soft recyclables by and between the Town of Hickory Creek, Texas and Great Lakes Recycling, Inc. d/b/a Simple Recycling (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 25th day of July, 2017.

Lynn C. Clark, Mayor

ATTEST:

Kristi Rogers, Town Secretary

APPROVED AS TO FORM:

Lance Vanzant, Town Attorney
Town of Hickory Creek, Texas

AGREEMENT FOR COLLECTION OF SOFT RECYCLABLES

This Agreement for the Collection of Soft Recyclables ("Agreement") is made and entered into this 25th day of July, 2017, (the "Date of Execution") by and between Town of Hickory Creek a municipal corporation with an address at 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065 (herein referred to as "TOWN"), and Great Lakes Recycling, Inc. d/b/a Simple Recycling, an Ohio corporation with a business address at 5425 Naiman Parkway, Solon, OH 44139 (together with its successors and assigns, herein referred to as "Contractor").

WITNESSETH:

WHEREAS, Contractor is skilled and experienced in the collection and efficient recycling and disposition of Soft Recyclables; and

WHEREAS, TOWN desires to limit and restrict the quantity of Soft Recyclables which are deposited in the landfill; and

WHEREAS, TOWN has selected Contractor to collect, identify, haul, recycle and/or dispose of Soft Recyclables in the TOWN'S Service Area; and

WHEREAS, Contractor can provide such services and is in the business of and has the expertise, experience, resources and capability to perform the collecting, identifying, packaging, hauling, recycling and/or disposing of Soft Recyclables; and

Now, THEREFORE, in consideration of the premises and material promises set forth below and other consideration the receipt and sufficiency of which is hereby acknowledged by the parties, Contractor and TOWN (herein collectively called the "Parties") hereby agree as follows:

1. **Term.** This Agreement shall begin upon the Date of Execution and continue for an initial term of four (4) years (the "Initial Term"). At the end of the Initial Term Contractor and TOWN have the right to renew for an unlimited number of additional four (4) year terms upon mutual agreement (such term an "Extension Term" and collectively, the "Term"). Unless either Party provides written notice to the other Party at least sixty (60) days prior to the end of the Initial Term, the Term shall automatically renew for the Extension Term. During the Term, Contractor shall have the sole and exclusive rights to pick up Soft Recyclables in the TOWN'S Service Area through municipal contracted pick up.

2. **Collection Procedures.** During the Term and after the Date of Commencement, Contractor shall collect all acceptable Soft Recyclables set-out for recycling and collection by Residential Customers in approved Containers. The decision of what is an "acceptable" Soft Recyclable shall be made in the sole reasonable discretion of Contractor. However, in no event shall Contractor be required to accept any Excluded Items (excluded items include, but are not limited to the following items: garbage, hazardous waste, carpet, newspapers, mattresses, large furniture, large appliances, yard waste) and in no event shall Contractor provide service to Commercial Customers. Contractor shall not be responsible for collecting Soft Recyclables which have fallen or been placed Curbside but are not in a Container. Contractor agrees to operate collection vehicles in such a manner to prevent materials from being blown from the

vehicle. If at any time during collection and transport, Soft Recyclables are spilled onto a street, sidewalk, or private property, Contractor shall clean up and place in the collection vehicle all Soft Recyclables before the vehicle proceeds to the next stop on the collection route or shall promptly make all other reasonably necessary arrangements for the immediate clean-up of spilled Soft Recyclables. Contractor agrees to remove and dispose of all Soft Recyclables at no cost to TOWN.

3. **Ownership.** Soft Recyclables set out for collection on the regularly scheduled collection day shall belong to Contractor from the time of its set-out. Soft Recyclables physically collected by Contractor shall be deemed acceptable Soft Recyclables for the purposes of its obligations under this Agreement.

4. **Set Out Procedures.** Residents shall place Soft Recyclables into Containers and place Containers at Curbside for collection. Overflow material shall be placed adjacent to the Container(s) in plastic bags or other easily handled container. Soft Recyclables shall not be set out in tied bundles. Contractor must collect all Soft Recyclables that are set out in this manner and are placed within seven (7) feet of the Curbside. Containers shall be placed in a manner that will not interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Soft Recyclables not set out in accordance with this paragraph.

5. **Contamination and Improper Set Out.** If Contractor encounters any improperly packaged Soft Recyclables or other contaminants in the Container, Contractor may leave those materials in the Container or remove them from the Container and leave them Curbside. Contractor must place a tag on the contaminant(s) that is not collected, collect the acceptable items, and leave contaminants at Curbside.

6. **Collection Schedule.** Contractor shall divide the Service Area into collection areas to coincide with TOWN collection dates. Collections shall be made from Service Recipients on a regular schedule in accordance with the existing TOWN recycling pickup schedule; however, Contractor reserves the right to alter the frequency of the scheduled pickups on an as needed basis.

Contractor shall not be required to perform any service under this Agreement on Holidays. Contractor may interrupt the regular schedule and quality of service because of street repairs, snow or other closures of public routes, which in Contractor's sole reasonable discretion makes the pick-up of the Soft Recyclables from a Service Recipient impracticable under the circumstances.

7. **Missed Collections and Complaints.** Service Recipients shall be instructed by TOWN to report missed collections and complaints to Contractor. The Program Brochure and other program information shall include contact information for the Contractor to facilitate communication from Service Recipients. Contractor shall give prompt and courteous attention to all reported missed collections and complaints.

8. **Inventory of Containers.** During the term of this Agreement, Contractor shall purchase (at its sole cost) and maintain an inventory of acceptable and approved Containers for distribution to Service Recipients. Prior to commencement of service under this Agreement, Contractor shall provide new Containers to each Service Recipient. Containers shall initially be delivered to Service Recipients with an informational brochure on the recycling collection program described herein that is produced and printed by the contractor and approved by TOWN, which approval shall not be unreasonably withheld (the "Program Brochure").

9. **Contractor's Fee.** Contractor shall pay to TOWN a contract fee of One Cent (\$0.01) per pound of gross receipts of Soft Recyclables in the TOWN'S portion of the Service Area. Payments shall be made to TOWN not more than thirty (30) days following the close of each calendar month during the term of this Agreement. Weight shall be collected and documented upon completion of each collection day. Under no circumstance will TOWN, its residents or Service Recipients incur any fees, charges or assessments to the Contractor for Contractor's delivery of services under this Agreement.

10. **Public Information and Education Program.** TOWN shall provide public information in the normal course to inform Service Recipients of this recycling program. The content and timing of TOWN public information shall be coordinate with and approved by Contractor. Contractor may prepare and distribute its own promotional materials subject to TOWN approval, which approval shall not be unreasonably withheld. Contractor shall participate in TOWN directed promotion and education efforts as outlined below:

- a. During the course of the routine recycling pick up, provide and distribute notices regarding rejected materials and proper set out procedures.
- b. Training of employees to deal courteously with customers on the telephone and on-route to promote the collection service and explain proper material preparation.
- c. Coordinate with TOWN for distribution of written promotional and instructional materials directly to Service Recipients.
- d. Provide advice to TOWN on promotion and education material content and presentation.

11. **Telephone and Customer Service.** Contractor shall maintain and staff a local toll-free telephone number where complaints of Service Recipients shall be received, recorded and handled by Contractor, between the hours of 9:00 AM and 4:30 PM Monday through Friday, excluding Holidays. Typically, all "call backs" shall be attempted a minimum of one time prior to 6:00 p.m. on the day of the call.

12. **Marketing and Disposition of Recyclable Material.** Contractor shall be solely responsible for the marketing and sale of collected Soft Recyclables, and shall be solely responsible for the storage and disposition of the Soft Recyclables in the event it is unable to sell the Soft Recyclables in a timely manner.

13. **Insurance.** During the term of this Agreement Contractor agrees to keep in force, with an insurance company licensed to transact business in the state of Texas, an "occurrence basis" insurance policy or policies indemnifying, defending and saving harmless TOWN from all damages (except for damages caused by TOWN's own negligence, willful misconduct or failure) which may be occasioned to any person, firm, or corporation, whether damages are by reason of any willful or negligent act or acts on part of Contractor, its agents or employees, with limits no less than:

a. General Liability: One Million and no/100 Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.

b. Vehicle Liability: Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per accident for bodily injury and property damage.

c. Worker's Compensation/Industrial Insurance: Limits as required by the State of Texas.

The general liability provisions in automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (i) TOWN, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor.
- (ii) Contractor's insurance coverage shall be primary insurance as TOWN, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by TOWN, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TOWN, its officers, officials, employees, or volunteers.
- (iv) Contractor's insurance shall apply separate to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, nor reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to TOWN.

14. **Taxes.** Contractor agrees to save TOWN harmless from any and all taxes or assessments of any kind or nature levied by any political subdivision upon Contractor by reason of services rendered for Soft Recyclables and disposal for TOWN.

15. **Employee Conduct.** All Contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time may they solicit, request or receive gratuities of any kind. Contractor must direct its employees to avoid loud and/or profane language at all times during the performance of duties. Any employee of Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous must be removed from service under this contract by Contractor.

16. Monthly Reports. Contractor shall provide monthly project status reports. These reports will be due within fifteen (15) days of the close of the month being reported. At a minimum, the reports shall include detailed data to allow analysis of collection and processing efficiencies including pounds of Soft Recyclables collected in the prior month and the payment of the required fee to TOWN.

17. Inspections. Upon reasonable advanced request to Contractor, TOWN may inspect the facilities, equipment and operations of Contractor to assure itself of the appearance and compliance with provisions of this Agreement. Upon reasonable advance request, TOWN may review the records kept on the Soft Recyclables collected under the terms of this Agreement to test and validate the weights claimed. TOWN agrees to notify Contractor, in writing, at least forty-eight (48) hours prior to any such inspection.

18. Meetings and Communications. In order to minimize misunderstanding and to provide thereafter a forum for discussing and resolving any issues that may arise, the parties agree to meet on a regular basis and hereby adopt communications procedures as follows:

Meetings After Collection Begins. After Collections begin, meetings shall be held no less frequently than a quarterly basis, unless otherwise mutually agreed, between representatives of the parties. Such meetings will be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.

Designation of Representatives. Each party shall send at least one representative to each meeting. TOWN shall send to each meeting at least one staff member with operation expertise. Each party shall designate one, and only one, representative as its Lead Representative. If a party sends only one representative to any meeting, that person shall be conclusively presumed to be its Lead Representative.

19. Compliance with Laws and Regulations. Contractor agrees that, in performance of work and services under this contract, Contractor will qualify under and comply with any and all applicable federal, State and local laws and regulations now in effect, or hereafter enacted during the Term, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

20. Termination and Breach. In the event of a breach of the terms and conditions of this Agreement by either Party hereunder, the non-breaching Party may elect to terminate this Agreement by providing the defaulting Party with a written notice of such default, and allowing the breaching Party a period of thirty (30) days from and after the date of such notice to cure the breach complained of to the satisfaction of the non-breaching Party. In the event said breach is not cured within the thirty (30) day period, this Agreement shall be terminated (for-cause) as of the last day of the period. In the event TOWN is the non-defaulting party, Contractor agrees to furnish services under this Agreement until such time as another Soft Recyclables collection and disposal contractor can be selected by TOWN.

21. Severability. Should one or more of the provisions of this Agreement be held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless remain

and continue in full force and effect, provided that the continuation of such remaining provisions does not materially change the original intent of this Agreement.

22. Independent Contractor Status. In the performance of services pursuant to this Agreement, Contractor shall be an independent contractor and not an officer, agent, servant or employee of TOWN. Contractor shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, Contractors and subcontractors, if any. Neither Contractor nor its officers, agents, employees or subcontractors shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to TOWN employees and Contractor expressly waives and claim it may have or acquire to such benefits.

23. No Assignment. This Agreement, or any interest herein, shall not be transferred, sold, nor assigned by the TOWN to any person, firm, or corporation, without the prior written consent of the Contractor.

24. Definitions.

a. Commercial Customer: The term "Commercial Customer" means non-residential customers, including businesses, public or private schools, institutions, governmental agencies and all other users of commercial-type Garbage collection services.

b. Container: The term "Container" means a bag, supplied by Contractor for use by the Residential Customer to set out Soft Recyclables.

c. Curb or Curbside: The words "Curb" or "Curbside" relate to the homeowners' property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways or on-street parking. If circumstances preclude, a Curbside shall be considered a placement suitable to the resident, convenient to Contractor's equipment, and mutually agreed to by TOWN and Contractor.

d. Excluded Items: The term "Excluded Items" means Garbage, Hazardous Waste, large furniture, large appliances such as refrigerators, stoves, washers and dryers, magazines, newspapers, car seats, cribs, mattresses, paint, tires, cleaners, etc. and any item heavier than fifty (50) pounds.

e. Garbage: The term "Garbage" means all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, grass, yard debris, leaves, swill, demolition and construction wastes, dead animals piles of debris, car parts, construction or demolition debris, any item that would be considered Hazardous Waste, or stumps.

f. Hazardous Waste: The term "Hazardous Waste" means any hazardous, toxic or dangerous waste, substance or material, or contaminant, pollutant or chemical, known or unknown, defined or identified as such in any existing or future local, state or federal law, statute, code, ordinance, rule, regulation, guideline, decree or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C

of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA or any Texas statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by federal law.

g. Holiday: The term "Holiday" means the following days: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day, unless otherwise specified by the TOWN recycling holiday schedule.

h. Residential Customer: The term "Residential Customer" means an individual or individuals residing in a living space rented, leased or owned.

i. Service Area: The Service Area will encompass all of TOWN'S curbside, residential trash and recycling collection area, as it may be amended from time to time.

j. Service Recipients: The term "Service Recipients" means Residential Customers of TOWN in the Service Area.

k. Soft Recyclable: The term "Soft Recyclable" means items of an individual weight less than fifty (50) pounds and can be carried by one person. Soft Recyclables include primarily men's, women's and children's clothing as well as items such as jewelry, shoes, purses, hats, toys, pictures, mirrors, blankets, drapes and curtains, pillows, rags, sewing scraps, sleeping bags, small furniture, small appliances, irons, radios and audio equipment, TVs and video equipment, cameras, lamps, hairdryers, tools, toasters, microwaves, coffee makers, computers and household or consumer electronics, silverware, dishes, pots and pans, glasses and the like. The definition of Soft Recyclable is subject to modification in the discretion of Contractor based upon experience gained during the term of this Agreement.

25. Additional Services. The Contractor shall establish a drop-box for Soft Recyclables at the TOWN'S recycling drop-off facility. The type of drop-box shall be approved by the Contractor, with the appearance subject to the mutual agreement of the Parties to this Agreement. The drop-box shall be viewed by the Contractor no less frequently than every week and shall be emptied of its contents on a schedule determined by the Contractor, but with sufficient frequency to avoid creating an unseemly appearance.

26. Service Modifications. To avoid confusion with the TOWN'S existing collector for trash and recycling, the Parties agree that the Contractor will not collect any material set outside of the Container, such as small furniture, small appliances, televisions and other items which do not fit into the Container. The Contractor and TOWN agree to discuss this service modification at the quarterly meetings set forth under Section 20 herein, with a goal of allowing the Contractor to collect and recycle these materials for the TOWN as soon as practicable.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Date of Execution first written above.

TOWN

By: _____

Its:

Great Lakes Recycling, Inc. d/b/a Simple
Recycling

By: _____

Adam Winfield, President



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 07/25/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.5

Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement for municipal purposes between the Town of Hickory Creek and Regional VIII Education Service Center.

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2017-0725-5**

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 INTERLOCAL AGREEMENT FOR MUNICIPAL PURPOSES BY AND BETWEEN THE TOWN OF HICKORY CREEK AND REGIONAL VIII EDUCATION SERVICE CENTER, 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, pursuant to the Texas Gov't Code §791.001, et seq., the Town desires to participate in TIPS Purchasing Cooperative offered by Region VIII Education Service Center; and

WHEREAS, the Town Council has been presented with a proposed Interlocal Agreement for cooperative purchasing services for the Town through a program known as The Interlocal Purchasing System (TIPS) Program by and between the Town of Hickory Creek, Texas and Region VIII Education Service Center (hereinafter "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 and any and all necessary requests and documents in connection therewith.

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 25th day of July, 2017.

Lynn C. Clark, Mayor

ATTEST:

Kristi Rogers, Town Secretary

APPROVED AS TO FORM:

Lance Vanzant, Town Attorney
Town of Hickory Creek, Texas

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

Town of Hickory Creek

TEXAS PUBLIC ENTITY

Control Number (TIPS will Assign)

Region VIII Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective July 25, 2017 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:

1. Provide for the organizational structure of the program.
2. Provide staff for efficient operation of the program.
3. Promote marketing of the TIPS Program.
4. Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
5. Provide members with procedures for placing orders through TIPS PO System.
6. Maintain filing system for Due Diligence Documentation.

Role of the Public Entity:

1. Commit to participate in the program by an authorized signature on membership forms.
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.

4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Member Entity:

Purchasing Cooperative Lead Agency:

Town of Hickory Creek

Region VIII Education Service Center

Entity Name

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: Mayor

Title: Executive Director Region VIII ESC

July 25, 2017
Date

Date

Public Entity Contact Information

John M. Smith, Jr.
Primary Purchasing Person Name

1075 Roanld Reagan Avenue
Street Address

Hickory Creek, Texas 75065
City, State Zip

940-497-2528
Telephone Number

940-497-3531
Fax Number

john.smith@hickorycreek-tx.gov
Primary Person Email Address

Kristi K. Rogers
Secondary Person Name

kristi.rogers@hickorycreek-tx.gov
Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity. Email completed Interlocal Agreement to tips@tips-usa.com.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 07/25/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.6

Consider and act on an ordinance of the Town Council of Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 8: Offenses and Nuisances; Article 8.09, Restrictions on Sex Offenders by amending Section 8.09.02 Sex Offender Residency Prohibition.

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2017-07-768**

**AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS
AMENDING THE TOWN'S CODE OF ORDINANCES, CHAPTER
8: OFFENSES AND NUISANCES; ARTICLE 8.09, RESTRICTIONS
ON SEX OFFENDERS BY AMENDING SECTION 8.09.02 SEX
OFFENDER RESIDENCY PROHIBITION; PROVIDING FOR
INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS;
PROVIDING FOR AMENDMENTS; PROVIDING A
CUMULATIVE REPEALER CLAUSE; PROVIDING FOR
SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR
A PENALTY; PROVIDING FOR A PUBLICATION CLAUSE;
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 of Hickory Creek, Texas, is given authority by Chapter 51 of the Local Government Code to amend an ordinance; and

WHEREAS, the Town desires to amend its residency restrictions for sex offenders; and

WHEREAS, the Town intends to establish criminal liability for violators of the prohibitions contained therein and to assess fines as punishment for convictions of offenses thereunder; and

WHEREAS, the intent of the Town in enacting residency restrictions for sex offenders is, and always has been, to establish exclusively criminal proceedings enforced by criminal courts; and

WHEREAS, the Town deems it necessary to adopt such rules for the safeguarding of public health, safety and welfare.

**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 above premises are true and correct, are incorporated into the body of this ordinance as if copied in their entirety, and that adoption of this Ordinance is in the best interest of the Town of Hickory Creek, Texas, and of the public health, safety and welfare.

SECTION 3 **AMENDMENTS**

3.01 That the Town of Hickory Creek Code of Ordinances, Chapter 8: Offenses and Nuisances, Article 8.09: Restrictions on Sex Offenders; Section 8.09.001: Definitions, shall be amended to read as follows:

“Sec. 8.09.001 Definitions

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Permanent residence: A place where the person abides, lodges, or resides for fourteen (14) or more consecutive days.

Child safety zone. A premises where children commonly gather, including without limitation a playground, school, day-care facility, video arcade facility, public or private youth center, or public swimming pool, as those terms are defined in section 481.134 of the Texas Health and Safety Code, or other facility that regularly holds events primarily for children, and having the same exclusions as provided by Section 341.906 of the Texas Local Government Code.

Sex offender. A person who is required to register on the Texas Department of Public Safety’s sex offender database because of a violation involving a victim who was less than sixteen (16) years of age. It shall be prima facie evidence that this article applies to a sex offender if the person’s record as it appears on the Texas Department of Public Safety’s sex offender database indicates that the victim was less than sixteen (16) years of age.

Temporary residence. A place where the person abides, lodges, or resides for less than fourteen (14) days or fourteen (14) or more days in the aggregate during any calendar year and which is not the person’s permanent residence, or a place where the person routinely abides, resides, or lodges for a period of four (4) or more consecutive or nonconsecutive days in any month and which is not the person’s permanent residence.”

3.02 That the Town of Hickory Creek Code of Ordinances, Chapter 8: Offenses and Nuisances, Article 8.09: Restrictions on Sex Offenders; Section 8.09.002: Sex offender residency prohibition, penalty, and exception, shall be amended to read as follows:

"(a) It is unlawful for a sex offender to establish a permanent residence or temporary residence within 1,000 feet of any child safety zone.

(b) It is unlawful for a sex offender to go in or on any property within 1,000 feet of a child safety zone.

(c) For the purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the property lot line of the permanent or temporary residence to the nearest property lot line of the child safety zone, as defined herein."

“(d) Nothing in this article shall be interpreted to modify or reduce the state’s child safety ban. A sex offender residing within one thousand (1,000) feet of a child safety zone does not commit a violation of this section if:

(1) The person established the permanent or temporary residence and has complied with all the sex offender registration laws of the state, prior to the date of the adoption of this section;

(2) The person was a minor when he/she committed the offense and was not convicted as an adult;

(3) The person is a minor;

(4) The child safety zone within one thousand (1,000) feet of the person’s permanent or temporary residence became a child safety zone after the person established the permanent or temporary residence and complied with all sex offender registration laws of the state; or

(5) The person proves that the information on the database is incorrect and that, if corrected, this section would not apply to the person.”

(e) Other than the intent to establish a residence, no culpable mental state is required to be proven by the prosecution as an element of this offense."

(f) It shall be an affirmative defense to prosecution under this Chapter if the person was in, on, or within 1,000 feet of a child safety zone for a legitimate purpose. A legitimate purpose includes:

(1) transportation of a child that the registered sex offender is legally permitted to be with;

(2) transportation to and from the registered sex offender’s work; and

(3) other work related purposes.”

(g) A sex offender may apply for an exemption from the ordinance by submitting an application for an exemption to the Town Secretary, in the form supplied by the Town, that shows the sex offender established residency in a residence located within 1,000 feet of a child safety zone before the date this ordinance is adopted. This exemption:

(1) only applies to areas necessary for the registered sex offender to have access to and live in the residence; and

(2) is only effective during the period the sex offender maintains residency in the residence.”

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

SECTION 4 **CUMULATIVE REPEALER**

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.

SECTION 5 **SAVINGS**

All rights and remedies of the Town of Hickory Creek, Texas are expressly saved as to any and all violations of the provisions of the Town’s Code of Ordinances or of any other ordinance regarding restrictions on sex offenders, which have been secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, 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 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 whole or 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
PENALTY

It shall be unlawful for any person to violate any provision of this Ordinance shall be charged with a Class C misdemeanor, and any person violating or failing to comply with any provision of this Ordinance shall be fined, upon conviction, an amount not to exceed five hundred dollars (\$500.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

SECTION 8
PUBLICATION

The Town Secretary of the Town of Hickory Creed is directed to publish in the official newspaper of the Town, the caption, penalty clause, and effective date of this Ordinance as required by law.

SECTION 9
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 10
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage in accordance with law. In the event that the effective date of this ordinance is declared invalid, or any action or ruling by a court of competent jurisdiction otherwise impedes the enforceability of this ordinance, the effective date of this ordinance shall become September 1, 2017.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 25th day of July, 2017.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

Lance Vanzant, Town Attorney
Town of Hickory Creek, Texas



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 07/25/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.7

Consider and act on a resolution by the Town of Hickory Creek, Texas denying the application to increase rates submitted by Oncor Electric Delivery Company, LLC on or about March 17, 2017.

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2017-0418-5**

A RESOLUTION BY THE TOWN OF HICKORY CREEK (“TOWN”) IN CONNECTION WITH THE APPLICATION TO INCREASE RATES SUBMITTED BY ONCOR ELECTRIC DELIVERY COMPANY LLC ON OR ABOUT MARCH 17, 2017; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; AUTHORIZING PARTICIPATION IN THE COALITION OF SIMILARLY SITUATED CITIES; AUTHORIZING INTERVENTION AND PARTICIPATION IN RELATED RATE PROCEEDINGS; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, Oncor Electric Delivery Company LLC (“Oncor” or “Company”) filed a Statement of Intent with the Town on or about March 17, 2017 to increase its revenues; and

WHEREAS, Oncor proposes to implement its proposed increase in rates on or about April 21, 2017, and

WHEREAS, Oncor’s proposed increase in rates would result in an increase to its revenues of approximately \$317 million, which equates to an overall increase of approximately 7.5% in revenue; and

WHEREAS, Oncor asserts that the need for its increase in rates is driven in part by its investments of approximately \$7.9 billion since June 30, 2010, the end of the test year in its most recent rate case; and

WHEREAS, an evaluation of Oncor’s cost of to provide electric service presents a complex series of regulatory issues; and

WHEREAS, for a Residential customer class as a whole, Oncor’s proposed increase in rates if approved would result in an increase of almost 12% to that class; and an increase of about 11% to small commercial ratepayers; and

WHEREAS, the Company seeks a Return on Equity (ROE) of 10.25%; and

WHEREAS, it is in the Town's interest to investigate and determine whether Oncor has properly invoked the rate-setting jurisdiction of the Public Utility Commission of Texas ("PUCT"), and if so, ultimately to review and evaluate Oncor's rate application to enable the City to provide the PUCT its recommendations with regard to Oncor's requested rate increase; and

WHEREAS, Oncor's rate request consists of a voluminous amount of information including Oncor's rate-filing package, exhibits, schedules, and workpapers; and

WHEREAS, Utilities Code § 33.023 authorizes the Town's engagement of rate consultants, accountants, auditors, attorneys, and engineers to assist the Town in rate proceedings before the Public Utility Commission of Texas; and

WHEREAS, Utilities Code § 33.025 grants the Town standing to participate in rate proceedings before the Public Utility Commission of Texas and related proceedings; and

WHEREAS, it is in the Town's interest to intervene in the proceedings related to Oncor's application to increase rates and to undertake such participation at the PUCT and related appeals, if any, as part of the coalition of cities known as the "Alliance of Oncor Cities" ("AOC"); and

WHEREAS, the Town will require the assistance of specialized legal counsel and rate experts to review the merits of Oncor's application to increase rates; and

WHEREAS, the PUCT's decision will have an impact on the electric-utility rates paid by the Town and its citizens and in order for the Town's participation to be meaningful it is important that the Town promptly intervene in such proceeding at the Public Utility Commission of Texas.

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

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. The Town authorizes intervention in proceedings related to Oncor's Statement of Intent before the Public Utility Commission of Texas and related proceedings in courts of law and participation in the coalition of cities known as the Alliance of Oncor Cities.

Section 3. The Town hereby orders Oncor to reimburse the Town's rate case expenses as provided in the Public Utility Regulatory Act and that Oncor shall do so on a monthly basis and within 30 days after submission of the Town's invoices for the Town's reasonable costs associated with the Town's activities related to this rate review or to related proceedings involving Oncor before the Town, the Public Utility Commission of Texas, or any court of law.

Section 4. Subject to the right to terminate employment at any time, the Town through its participation in the coalition of cities known as Alliance of Oncor Cities, retains and authorizes the law firm of Herrera & Boyle, PLLC to act as Special Counsel with regard to rate proceedings involving Oncor before the Town, the Public Utility Commission of Texas, or any court of law and to retain such experts as may be reasonably necessary for review of Oncor's rate application subject to approval by the Town.

Section 5. The Town shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to Oncor for reimbursement.

Section 6. A copy of this resolution shall be sent to Mr. Stephen N. Ragland, Vice President-Regulatory, Oncor, 1616 Woodall Rodgers Expressway, Dallas, Texas, 75202; and to Mr. Alfred R. Herrera, Herrera & Boyle, PLLC, 816 Congress Ave., Suite 1250, Austin, Texas 78701.

Section 7. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. This resolution shall become effective from and after its passage.

Section 9. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. This resolution shall become effective from and after its passage.

PASSED AND APPROVED this 18th day of April, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

Lance Vanzant, Town Attorney
Town of Hickory Creek, Texas

**DENIAL OF RATE INCREASE REQUEST SUBMITTED BY ONCOR
ELECTRIC DELIVERY COMPANY LLC**

BACKGROUND

On or about March 17, 2017, Oncor Electric Delivery Company LLC (“Oncor” or “Company”) filed a Statement of Intent to increase its revenues by approximately \$317 million, which equates to a net increase of approximately 7% in Oncor’s overall revenue. Oncor proposes to implement its proposed increase in rates effective April 21, 2017.

As a reminder, **Table 1** below shows the impact Oncor’s proposed increase in rates *as filed* would have on a customer-class basis.

TABLE 1

<u>Rate Class</u>	<u>Present Revenues</u>	<u>Change</u>	<u>Proposed Revenues</u>	<u>Change Pct</u>
	(a)	(b)	(c)	(d)
Residential	\$1,572,143,564	\$184,837,628	\$1,756,981,191	11.8%
Secondary <= 10 kW	\$77,130,463	\$8,589,904	\$85,720,368	11.1%
Secondary > 10 kW	\$1,226,692,597	\$84,090,341	\$1,310,782,938	6.9%
Primary DL <= 10 kW	\$796,390	\$328,609	\$1,124,999	41.3%
Primary > 10 kW Dist. Line	\$171,308,581	\$23,673,821	\$194,982,402	13.8%
Primary > 10 kW Substation	\$21,919,303	\$4,126,222	\$26,045,525	18.8%
Transmission	\$83,793,234	\$13,762,676	\$97,555,910	16.4%
Lighting	\$57,560,777	\$281,480	\$57,842,257	0.5%
Retail Revenue	\$3,211,344,909	\$319,690,681	\$3,531,035,589	10.0%
Wholesale Substation	\$375,330	\$366,041	\$741,371	97.5%
Wholesale DLS	\$1,287,749	\$1,482,181	\$2,769,930	115.1%
Other Revenue	\$34,916,559	\$15,439,194	\$50,355,753	44.2%
Grand Total	\$3,247,924,547	\$336,978,096	\$3,584,902,643	10.4%

PRIOR CITY ACTION

The City has previously: 1) suspended Oncor's proposed rate increase by 90 days; 2) authorized intervention in proceedings related to Oncor's proposed rate increase as a member of the coalition of cities known as the Alliance of Oncor Cities ("AOC"); 3) directed Oncor to reimburse Oncor's rate case expenses; and 4) retained the law firm of Herrera & Boyle, PLLC with respect to rate proceedings involving Oncor before the Public Utility Commission of Texas and courts of law and to retain consultants to review Oncor's rate application subject to AOC's approval.

TIME FOR CITY ACTION

As initially filed, the deadline for City action was July 20, 2017. **However, Oncor has agreed to extend that deadline to August 19, 2017.**

ASSESSMENT OF REQUEST

AOC's consultants have been in the process of reviewing Oncor's application to increase its rates. However, because of the voluminous amount of information presented in Oncor's rate filing package and the extent of discovery undertaken in the proceeding seeking further explanation from Oncor regarding its rate filing package, AOC's experts will not conclude their analysis of Oncor's request before the deadline for the City to conclude its analysis and make a decision.

Also, because Oncor filed its application to increase rates with the City at the same time it filed its application with the Public Utility Commission of Texas (PUCT). AOC is participating in those proceedings. There are discussions being held in the PUCT proceeding to attempt to resolve Oncor's application by way of settlement and an update on those proceedings is expected within the next week.

Nonetheless, AOC's consultants and Special Counsel believe Oncor has not met its burden of proof to establish the merits of its requested increase in rates.

DENIAL

The attached Resolution denies Oncor's proposed increase in revenue and changes in rates because Oncor has failed to meet its burden of proof for an increase of \$317 million in annual revenue.

RECOMMENDATION

AOC's Special Counsel recommends that the City adopt the Resolution denying Oncor's proposed rate increase and change in rates. Oncor will file an appeal of the City's action to PUCT. AOC will continue its participation in Oncor's rate case at the PUCT.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 07/25/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.8

Consider and act on a resolution for the appointment of one member to the board of managers of the Denco Area 9-1-1 District.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2017-0725-7**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF HICKORY CREEK, TEXAS, FOR THE APPOINTMENT
OF ONE MEMBER TO THE BOARD OF MANAGERS OF
THE DENCO AREA 9-1-1 DISTRICT.**

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District;

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

Section 1

The Town of Hickory Creek hereby votes to appoint Sue Tejml as a member of the Board of Managers for the Denco Area 9-1-1 District.

Section 2

That this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the 25th day of July, 2017.

Lynn C. Clark., Mayor
Town of Hickory Creek

ATTEST:

APPROVED AS TO FORM:

Kristi K. Rogers
Town Secretary

Lance Vanzant, Town Attorney




Denco Area 9-1-1 District

1075 Princeton Street • Lewisville, TX 75067 • Mailing: PO BOX 293058 • Lewisville, TX 75029-3058

Phone: 972-221-0911 • Fax: 972-420-0709

TO: Denco Area 9-1-1 District Participating Jurisdictions

FROM: Mark Payne, Executive Director 

DATE: June 16, 2017

RE: Appointment to the Denco Area 9-1-1 District Board of Managers

On March 15, 2017, the Denco Area 9-1-1 District requested participating municipalities nominate a representative for potential appointment to the district's board of managers. The following nominations were received by the June 15, 2017 deadline:

Nominee
Sue Tejml

David Terre
Chrystal Davis

Nominating Municipality
City of Corinth
City of Highland Village
City of Lewisville
Town of Copper Canyon
Town of Hickory Creek
Town of North Lake
Town of Trophy Club

City of The Colony

City of Carrollton

The Denco Area 9-1-1 District requests that each participating municipality vote for one of the nominees and advise the district of its selection by 5 p.m. on September 15, 2017. Notification must come in the form of official council action. Enclosed is a sample resolution you may wish to use as well as bios or resumes of the nominees. Also enclosed for your reference, is a copy of the resolution outlining the board appointment process and a list of current board members.

Please send a copy of the resolution recording your council's action by mail to: Denco Area 9-1-1 District, P.O. Box 293058, Lewisville, TX 75029-3058 or fax it to 972-353-6363. You may also email your response to Andrea Zepeda, Executive Assistant at andrea.zepeda@denco.org.

Thank you for your assistance in this matter.

Enclosures

Sue Rosson Tejml

March 2016

835 Orchid Hill Lane
Argyle-Copper Canyon, TX 76226-4526

Metro: 940-241-2216
suecoppercanyon@aol.com

PERSONAL: Native Texan; raised in Corpus Christi (Copper Canyon resident since 1991)
Married to husband Emil Tejml (engineer & attorney, retired Hoechst-Celanese VP)
(In case you wondered, his Czech name does rhyme – A mull TAY mull.)
Three adult children (all A&M grads), seven grandchildren (ages 4 to 28)
With corporate moves, we have lived in 4 states, 6 Texas cities & worked abroad
Stay-at-home mother, until I became an attorney at age 40.

EDUCATION: University of Texas at Austin (B.A. History)
University of Hawaii (all summer, literature & history of the Pacific)
Texas A&M University at Kingsville (M.A. History)
Rice University (full scholarship for PhD History, lack dissertation for degree)
New York University Law School (2 years) - U. of Houston Law School (LL.B.)

MAYOR: Town of Copper Canyon for 12 years; re-elected unopposed 7th term 2017-2019

2015 Copper Canyon ranked #6 in Ten Best Neighborhoods in DFW Metroplex by *Dallas Morning News*, ranked #4 in safety for residents

Leadership North Texas Graduate – North Texas Commission – 2015 Class 6

Denco 911 – Board of Managers 2013-2017; nominee for 3rd term 2017-2019

“What’s Happening in Copper Canyon”

For 12 years I have personally written this monthly Mayor’s column in *The Cross Timbers Gazette*, a local newspaper with 41,000 circulation. (Second in circulation in Denton County only to the *Dallas Morning News*.) This has been my attempt to keep residents informed of events in our Town and also of subjects of general interest in the area – roads, water, gas well drilling, etc.

Initiated Annual Denton County Mayors Crime Luncheon (2012-2017)

The goal was to coordinate information on area crime between the Mayors, their Police Chiefs, the Denton County Sheriff’s Office, the Commissioners Court, our Texas Legislature representatives, and our US Congressman.

Denton County Emergency Services District #1

Our small Town’s dilemma was inability to adequately fund emergency services. The Founding Committee’s task was to educate residents on the benefits of an ESD. The ESD would collectively provide fire and emergency medical services to the towns of Argyle, Bartonville, Copper Canyon, Corral City, Northlake, and FWSD #6 and #7 in Lantana. But a specific property tax would be needed to fund it. ESD#1 was created in 2006 by a 62% positive vote in a district-wide election.

Drafting Committee: “Best Practices for Municipalities and Gas Pipelines”

(Adopted 2010 by most cities and pipeline corporations with gas pipeline operations in Denton County.) This was a collaborative effort of Mayors, Denton County Commissioners, and the Texas Pipeline Association. The goal was to **expedite safe pipeline construction**, but with a **minimal impact** on landowners, local businesses, and future development plans of each city.

Argyle Volunteer Fire District Board (Served 12 years, 2005 to present)

Neighborhood Watch and Crime Prevention

Copper Canyon does not have a police department. Resident Block Captains were recruited for each street in town. The Town Council then contracted to pay for two Sheriff's Deputies dedicated to Copper Canyon for 80 hours per week. On every shift the Deputy patrols each street in Copper Canyon at least once and sometimes twice. The result has been a virtually crime free community for the past nine years. (It helps that the town is a stable community with neighbors personally knowing each other for years.)

LEGAL: **Solo Attorney 15 years** (General Civil Practice - municipal, family law, oil & gas)
 Matagorda County Bar Association - President
 State Bar of Texas: State CLE Committee
 District 5 Admissions
 Texas Bar Foundation - Life Member

FAMILY LAW: Board Certified Family Law (for 10 years)
 Texas Supreme Court Committee on Child Support Guidelines
 Texas Supreme Court Committee on Child Visitation Guidelines

MUNICIPAL: **City Attorney of Bay City, Texas** (for 6 years; population approx. 20,000)
 Municipal Prosecutor
 Legal Advisor to Police Department
 Bay City Home Rule Charter Commission (elected public office, Co-Chairman)
 Texas City Attorneys Association

VOLUNTEER: CASA of Denton County (2 years)
 (Volunteer as a Court appointed Special Advocate for abused children)
 HUG Romania – Volunteer in a Romanian orphanage for 3 weeks
 CERT trained for Town of Copper Canyon's Emergency Response

INTERESTS: **Home Design:** Designed 5 of our family homes, including home in Copper Canyon
Misc.: Computer, cooking, dollhouse miniatures, hunting, organic gardening
Read: Biography, history, current global events, 1800's British romance novels

WORLD TRAVEL: **Eisenhower “People to People Ambassador”** – Texas guest of China's Department of Justice for one month with 50 American women attorneys & judges

Have visited for a week to a month each in: Alaska, Australia, Bermuda, Beirut, Canada, China, Czech Republic, England, France, Germany, Greece, Hawaii, Ireland, Italy, Japan, Mexico, Romania, Russia, Saudi Arabia, Scotland, Singapore, Switzerland, Tahiti, Turkey, Venezuela, & Wales.

Hope to visit: Africa, Argentina, Brazil, Egypt, India, Israel, New Zealand, Peru, & Tasmania.

2017 Travel: Two weeks in Far East in April – Korea and Japan (Hopefully, without military conflict)

NOTE: Way more than you wanted to know! But, if you have read this far – Thank you.

Being on Denco 911's Board for four years has been an enlightening experience for me. We take for granted that when we call 911, a qualified person will answer and immediately send help. Dallas's recent experience is sobering. Lives are at stake when an emergency call center is understaffed AND there are communication difficulties!

The Denton County Sheriff's Office kindly accommodated my request to "sit in" on a shift of 911 active dispatchers. WOW! The stress is so obvious, because minutes mean the difference in response to a heart attack or child not breathing or home fire or traffic accident. Training is critical! The Dispatcher has seconds to get accurate answers from a person who may be understandably hysterical in the midst of a personal emergency or even tragedy!

If you can, I would genuinely appreciate your support for another two years on Denco 911's Board. And, in return, I promise to keep learning how we can make our Denco 911 continue to be the best it can be for everyone in need of emergency response in Denton County.

Sue Tejml

David Terre
3941 Teal Cove
The Colony, Texas 75056
972 740-4526

EDUCATION

Moberly Community College (2 Years)

Drake University

Earned a BS Degree in Business Administration and a Minor in Economics

EMPLOYMENT HISTORY

Enjoyed a wonderful 46 year career working for Wilson Sporting Goods; rose through the ranks to become VP of Sales responsible for all domestic sales. Along the way, also managed European Sales Operations while living in Germany and playing professional basketball in Belgium. Worked in marketing coordinating successful new product introductions; and, also managed West Coast Distribution Operations.

THE COLONY PLANNING and ZONING COMMISSION

Served 3 years- 2008 thru 2011 as a member and Vice Chair of the board.

THE COLONY CITY COUNCIL

- Elected in 2011 and received the honor of being elected Mayor Pro Tem during my first term.
- In 2012 appointed to the Local Development Corporation Board of Directors to oversee Grandscape (Nebraska Furniture Mart) Development.
- In 2013 became the first Council Member from The Colony to ever be elected to Denton County Tax Appraisal District Board of Directors.
- Was reelected in 2014 to a second term on council, receiving 71% of the total vote in a three candidate race.

HONORS RECEIVED

1982 Drake University Basketball Hall of Fame

1994 Moberly Community College Basketball Hall of Fame

1995-2003 Three-time Senior Olympics Gold Medal Winner playing for the USA Basketball Team

1999 Received Wilson Wall of Fame Honor

2007 Selected as Moberly Community College Outstanding Alumni of The Year

2013 Received Washington High School Hall of Honor Award

Chrystal Davis
1317 Oneida Drive, Carrollton, TX 75010
940-465-6860
Chrystal.Davis@cityofcarrollton.com

Summary:

An effective problem solver and relationship builder skilled in enlisting the support of team members in aligning with project and organizational goals. Executive Team member with over 12 years' experience in municipal government providing guidance and direction to various operational areas.

Experience:

City of Carrollton, Carrollton, TX

Assistant City Manager

Jan 2016 – present

- Provide direction and guidance to various departments, which include Parks and Recreation, Library, Fleet and Facilities, Human Resources and Administrative Services. Work with various departments in regards to our regional dispatch center, NTECC. Evaluate performance within assigned City departments, program categories and services to ensure prompt, efficient and effective service delivery.
- Responsible for assistance and support to the City Manager and City Council. Assists the City Council in responding to inquiries and/or requests for information from citizens.

City of Carrollton, Carrollton, TX

Workforce Services & Civil Service Director

July 2013–Jan 2016

- Responsible for daily operational HR functions, to include: Strategic planning, staffing, employee relations/investigations, HRIS administration, management development, performance management, benefit administration and civil service administration.
- Successfully took all employee benefits to market and transitioned to a new TPA and healthcare network.
- Worked closely with the Deferred Compensation Employee Advisory committee and The Hyas Group to consolidate deferred compensation providers.
- Worked with NTECC Executive Director and Board to establish new policies and HR procedures for the consolidated dispatch center.
- Transitioned to a robust Applicant Tracking system with Spanish application capabilities, a customizable screening tool and a manager self-service component.
- Transitioned working spouses off of the health plan which resulted in an approximate \$700,000 savings to the health fund.
- Eliminated performance evaluations and transitioned the organization to goal setting.
- Conducted a dependent audit which eliminated 12 dependents from the health plan and provided a \$60,000 savings to the health fund.
- Introduced lower cost healthcare solutions to the clinic to save employee & health fund dollars.
- Shared HR and clinic services with multiple governmental entities.

City of Carrollton, Carrollton, TX

Workforce Services Manager & Civil Service Administrator

May 2007–July 2013

- Responsible for HR functions, to include: Strategic planning, staffing, employee relations/investigations, management development, performance management and civil service administration. Lead a staff of 5 in support of 850+ employees in 20+ locations.
- Successfully competed with the open market and was declared Substantially Competitive maintaining all HR functions. Down-sized from a staff of 12 to 7.75.
- Eliminated department overtime for 5 consecutive years with a savings over \$50,000.
- Provided in-house recruitments for key positions to eliminate headhunter costs resulting in approximately \$100,000 savings.
- Hired Stimulus Workers and hosted a job fair in effort to fill 250 positions for 42 local businesses, including the City of Carrollton. Efforts recognized by the Wall Street Journal.
- Implemented first online application system and initiated the automation of hiring and exiting forms. Designed workflow for paperless personnel files.
- Implemented the Employee Health & Wellness Center.

City of Carrollton, Carrollton, TX

Staffing Coordinator & Civil Service Administrator

Mar 2005–May 2007

- Worked on the Lawson project to setup first online application system that would interface with the new HRIS.
- Screened paper applications and managed advertising contracts.
- Coordinated special recruitments and conducted pre-employment testing.
- Conducted FLSA audit various positions not previously audited.
- Updated job descriptions and created job descriptions for new positions.
- Maintained DOT drug testing software and handled all random drug testing.
- Administered all Civil Service exams and served as the liaison to the Civil Service Commission.

Financial Center Credit Union, Stockton, CA

Human Resources & Development Manager

Mar 2002–Mar 2005

- Responsible for all HR functions, including: Strategic planning, staffing, employee relations, ADP payroll, management development, benefits administration, compensation & classification and performance management.
- Supported 120 employees in 4 locations.
- Instituted first Classification and Compensation system to ensure market competitiveness.
- Handled all workers' compensation claims and unemployment hearings.
- Developed training curriculum for new loan software and transitioned organization to automated underwriting system.

Providian Financial, Sacramento, CA

Trainer/On-The-Job Training Coach/Collection Rep

Apr 2000-Mar 2002

- Trained new collection representatives.
- Monitored calls for quality assurance.
- Coached employees on the job for maximum performance & customer service.
- Trained and transitioned 400 sales employees to collections.

Education: **California State University Stanislaus, Turlock, CA**
Bachelor's Degree – Business Administration

Certification: **Certified Public Manager (CPM), Arlington, TX** – in progress
Texas State University – NCTCOG

Professional in Human Resources (PHR)

Human Resource Certification Institute

Society for Human Resource Management - Certified Professional (SHRM-CP)

Society for Human Resource Management

Advisory**Roles:**

Carrollton Leadership Academy (CLA), Organizational Efficiency Task Force (OETF),
Compensation Committee, IT Technical Advisory Committee, Fiduciary Committee, IT Steering
Committee, Executive Team

DENCO AREA 9-1-1 DISTRICT

RESOLUTION

**DEFINING PROCEDURE FOR APPOINTMENT OF PARTICIPATING
MUNICIPALITIES' REPRESENTATIVE TO THE DISTRICT BOARD OF MANAGERS**

WHEREAS, this resolution shall take the place of Resolution 1999.02.04.R01 by the same title; and

WHEREAS, Chapter 772, Texas Health and Safety Code provides for the Denco Area 9-1-1 District Board of Managers to have "two members appointed jointly by all the participating municipalities located in whole or part of the district."; and

WHEREAS, each member serves a term of two years beginning on October 1st of the year member is appointed; and

WHEREAS, one member representing participating municipalities is appointed each year.

NOW, THEREFORE BE IT RESOLVED BY THE DENCO AREA 9-1-1 DISTRICT BOARD OF MANAGERS:

The procedure for participating municipalities to appoint a representative to the Denco Area 9-1-1 District Board of Managers shall be the following:

1. **Nominate Candidate:** Prior to March 15th of each year, the executive director shall send a written notice to the mayor of each participating municipality advising that nominations are being accepted until June 15th of that same year, for one of the municipal representatives to the Denco Area 9-1-1 District Board of Managers. The notice shall advise the mayors that for a nomination to be considered, written notification of council action must be received at the Denco office prior to 5:00 p.m. on June 15th of that year. No nominations shall be considered after that time.
2. **Vote for Candidate:** On June 16th of each year, the executive director shall send written notice to the mayor of each participating municipality, providing the slate of nominees to be considered for appointment to the Denco Area 9-1-1 District Board of Managers for the term beginning October 1st. The notice shall advise the mayor that the city/town council shall vote, by resolution from such city/town, for one of the nominees. Written notice of the council's selection must be received at the district office by 5:00 p.m. on September 15th. No votes will be accepted after that time.
3. **Tally Votes:** The one nominee with the most votes received by the deadline will be the municipal representative appointed for the two-year term beginning October 1st.
4. **Tie Breaker:** If there is a tie between two candidates with the most votes, a runoff election will be held immediately with the candidate receiving the most votes serving the remainder of the term. The incumbent representative shall serve in that position until replaced.

APPROVED and ADOPTED on this 10th day of March 2016.


Chairman of the Board


Secretary of the Board

Denco Area 9-1-1 District Board of Managers FY2017

Jack Miller, Chairman

- Appointed by Denton County Commissioners Court
- Member since October 2000
- Term expires September 2018
- Former mayor and council member of Denton
- Self-employed as a human resource manager

Bill Lawrence, Vice Chair

- Appointed by Denton County Commissioners Court
- Member since October 2006
- Term expires September 2017
- Former Mayor of Highland Village
- Businessman, Highland Village

Chief Terry McGrath, Secretary

- Appointed by Denton County Fire Chief's Association
- Member since October 2011
- Term expires September 2017
- Assistant Fire Chief, City of Lewisville

Jim Carter

- Appointed by member cities in Denton County
- Member since October 2014
- Term expires September 2018
- President of Emergency Services District #1
- Former Mayor of Trophy Club and Denton County Commissioner

Sue Tejml

- Appointed by member cities in Denton County
- Member since 2013
- Term expires September 2017
- Mayor, Town of Copper Canyon
- Attorney at Law

Rob McGee

- Non-voting member appointed by largest telephone company (Verizon)
- Member since 2012
- Serves until replaced by telephone company
- Manager, Region Network Reliability, Verizon

All voting members serve two-year terms and are eligible for re-appointment.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 07/25/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.9

Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for professional services by and between the Town of Hickory Creek and Half Associates, Inc.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2017-0725-8**

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 FOR PROFESSIONAL SERVICES BY AND BETWEEN THE TOWN OF HICKORY CREEK AND HALFF ASSOCIATES, 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 Agreement for professional engineering services to provide additional design services for the Turbeville Road and Point Vista Project (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 25th day of July, 2017.

Lynn Clark, Mayor

ATTEST:

Kristi Rogers, Town Secretary

APPROVED AS TO FORM:

Lance Vanzant, Town Attorney
Town of Hickory Creek, Texas



June 16, 2017 (Revised July 19, 2017)
1008-16-0219, WO02

Mr. John Smith
Town Manager
1075 Ronald Reagan Ave
Hickory Creek, Texas 75065

**RE: Professional Services for the Turbeville Road & Point Vista Road
Contract Amendment No. 1**

Dear Mr. Smith,

The Town of Hickory Creek has requested Halff Associates, Inc. (Halff) to provide additional design services for the Turbeville Road and Point Vista Road Project. This proposal includes the Scope of Work, Deliverables, and Fees. The following exhibits are attached to the Proposal:

Exhibit A Project Fee Schedule

SCOPE OF WORK

The project will be designed in accordance with the following standards and specifications (where applicable): Town of Hickory Creek, North Central Texas Council of Governments (NCTCOG), and/or TxDOT.

A. Surveying

1. Survey Control – Establish additional survey control in the areas for the topographic survey. Halff will tie into control that was previously set.
2. Topographic Survey – Extend existing topographic survey of Turbeville Road approximately 200 linear feet to the west from the limits of the original survey and the intersection of Turbeville Road at the IH-35E Frontage Road. Topographic survey will extend from right of way to right of way and include existing topographic features, existing roadway, existing location of visible utilities and appurtenances, existing structures and other above ground facilities, locations of existing drainage features (ponds, swales, top/toes of slopes).
3. Topographic Map – A Digital Terrain Model (DTM) will be generated using the field survey information. A topographic map will be generated using the DTM. The map will contain 1-ft contour intervals.
4. Right of way Exhibit – Research deed information for the subject tract and conduct field survey to locate existing property corners to establish property limits. If

property corner pins do not exist, new irons may be set. Prepare an exhibit for the dedication of right of way for Turbeville Road and Point Vista road from the Casey property. Exhibit will include limits of dedication and description of land to be dedicated for both roadways. This exhibit will be used for filing of the document with the County.

B. Preliminary Design Phase

Add the following scope to the preliminary design and the 60% construction plans:

- Turbeville Road west of Point Vista Road (200' +/-)
- Intersection of Turbeville Road at IH-35E Frontage Road. This is in TxDOT right-of-way, so the plans will require approval by TxDOT. Halff will begin with TxDOT's current design and will modify as necessary to fit the Turbeville project.

The preliminary design phase will include the following tasks:

1. Horizontal and Vertical Roadway Alignment
2. Grading Plan
3. Demolition Plan
4. Signage and Pavement Marking Plans

C. Final Design Phase

Add the following scope to the final design and the 100% construction plans:

- Turbeville Road west of Point Vista Road (200' +/-)
- Intersection of Turbeville Road at IH-35E Frontage Road. This is in TxDOT right-of-way, so the plans will require approval by TxDOT.

The preliminary design phase will include the following tasks:

1. Horizontal and Vertical Roadway Alignment
2. Final Grading Plan
3. Final Demolition Plan
4. Final Signage and Pavement Marking Plans



DELIVERABLES

The following deliverables will be provided to the Town:

1. Right of Way Exhibits
2. Construction plans per the original contract as amended by this agreement.

Exclusions

These are tasks that are excluded from this scope of work, but could be included with an additional fee:

1. Coordination with TxDOT and AGL (General Contractor for IH-35E). Town of Hickory Creek will coordinate with TxDOT and AGL. Any meetings will be charged to the General Engineering Services contract between Halff and the Town of Hickory Creek.
2. Complete re-design of Turbeville Road\IH-35E Frontage Road Intersection. The AGL Representative (Andy Svehla) stated the Turbeville Road\IH-35E Frontage Road Intersection was built per plans/CADD that he previously provided. Halff will need to make some pavement marking revisions, but that should be the extent of the design.



FEES

This is lump sum maximum fee (unless noted otherwise) contract and will be billed monthly based hours of work that has been completed. Hourly tasks will be billed at 2.3 times salary cost. See attached Fee Schedule (Exhibit A) for detailed hours and rates. Hourly rates can be provided upon request.

PROFESSIONAL SERVICES FEE SUMMARY	
PROJECT TASKS	FEE
A. SURVEYING	\$7,195.00
B. PRELIMINARY DESIGN PHASE	\$5,110.00
C. FINAL DESIGN PHASE	\$2,720.00
TOTAL FEE	\$15,025.00

Refer to the original contract dated January 17, 2017 for the terms and conditions of the contract.

We appreciate the opportunity to be of service to the Town of Hickory Creek. If you have any questions please do not hesitate to call me at 972-956-0801.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "B. Haynes", is written over a faint, larger blue signature that is partially obscured.

Brian C. Haynes, P.E., CFM
Vice President

	PROJECT TASK	CIVIL-GENERAL ENGINEER GRAD ENG	CIVIL-GENERAL ENGINEER PROJ MANAGER	SURVEY SIT	SURVEY RPLS	SURVEY 2-MAN CREW	DIRECT COSTS		TOTAL
							EXPENSES	SUB-CONSULT	
A. SURVEYING									
1	Survey Control (Additional)			0.25	0.25	0.50	\$50.00		\$1,030.00
2	Topographic Survey for Design		0.25	0.25	0.25	1.00	\$100.00		\$1,910.00
3	Topographic Map		0.25	0.25	0.25		\$25.00		\$835.00
4	Right-of-Way Exhibit	0.50	0.25	2.00	1.00		\$50.00		\$3,420.00
SUBTOTAL: SURVEYING		0.50	0.75	2.75	1.75	1.50	\$225.00		\$7,195.00
B. PRELIMINARY DESIGN PHASE									
1	Horizontal and Vertical Roadway Alignment	1.00	0.50						\$1,460.00
2	Grading Plan	1.00	0.50						\$1,460.00
3	Demolition Plan	0.50	0.25						\$730.00
4	Signage and Pavement Marking Plan	1.00	0.50						\$1,460.00
SUBTOTAL: PRELIMINARY DESIGN PHASE		3.50	1.75						\$5,110.00
C. FINAL DESIGN PHASE									
1	Horizontal and Vertical Roadway Alignment	0.50	0.25						\$730.00
2	Final Grading	0.50	0.25						\$730.00
3	Final Demolition Plan	0.25	0.25						\$530.00
4	Final Signage and Pavement Marking Plan	0.50	0.25						\$730.00
SUBTOTAL: FINAL DESIGN PHASE		1.75	1.00						\$2,720.00
TOTAL									
DAILY RATES		5.75	3.50	2.75	1.75	1.50	\$225.00		\$15,025.00
HOURLY RATES		\$800	\$1,320	\$720	\$1,200	\$1,000			
		\$100	\$165	\$90	\$150	\$125			



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 07/25/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.10

Discussion regarding current road and sidewalk projects.

No supporting documentation.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 07/25/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. E.1

No Executive Session



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 07/25/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. F.1

No Executive Session



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 07/25/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. G.1

Adjournment