



**NOTICE OF
SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
TUESDAY, MARCH 12, 2019, 6:30 PM**

AGENDA

Call to Order

Roll Call

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

Invocation

Items of Community Interest

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

Public Comment

This item allows the public an opportunity to address the Town Council. To comply with the provisions of the Open Meetings Act, the Town Council cannot discuss or take action on items brought before them not posted on the agenda. Please complete a request if you wish to address the Town Council. Comments will be limited to three minutes.

Public Hearing

1. Public Hearing: To hear public opinion regarding the voluntary annexation of approximately 38.8629 acres of land situated in the H.H. Swisher Survey, Abstract 1120, TR 50 and TR 50A(1)(PT) Denton County Texas.

Consent Agenda

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

2. February 2019 Council Meeting Minutes

3. February 2019 Financial Statements
4. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for Hickory Creek Police Department software program by and between the Town of Hickory Creek and West Publishing Corporation.

Regular Agenda

5. Consider and act on a final replat of Lot 1-R, Block 1 of Double G Plaza: being a replat of the remnant of Lot 1, Block 1 of Double G Plaza: being 1.937 acres in the H. Swisher Survey A-1220 in the extraterritorial jurisdiction of the Town of Hickory Creek, Denton County, TX.
6. Consider and act on a replat of Lot 3, Block A, of Berlin Addition, Cabinet S, Page 331, Plat records, Denton County Texas: being 1.05 acres in the H.H. Swisher Survey, Abstract Number 1220, Town of Hickory Creek, Denton County, Texas. The property is located at 3950 FM 2181.
7. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute license and use agreement by and between the Town of Hickory Creek and Mark Ragunton.
8. 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.

Executive Session

The Town Council will convene into executive session pursuant to Texas Government Code Section 551.071, Consultation with Attorney on matters in which the duty of the attorney 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.

9. Discussion regarding the purchase of an approximately 7.6 acre tracts of land.
10. Discussion regarding land use restrictions and development related issues for property legally described as A1220A H.H. Swisher, Tracts 50 and 50A (1) (PT).

Reconvene into Open Session

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

Adjournment

The Town Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Chapter 551.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please

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

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on March 8, 2019 at 11:00 a.m.

A handwritten signature in black ink, appearing to read "Kristi Rogers", written over a horizontal line.

Kristi Rogers, Town Secretary
Town of Hickory Creek

Backup material for agenda item:

February 2019 Council Meeting Minutes

**JOINT WORKSHOP SESSION OF
THE TOWN COUNCIL WITH CORINTH CITY COUNCIL,
LAKE DALLAS CITY COUNCIL AND SHADY SHORES TOWN COUNCIL
CITY OF CORINTH PUBLIC SAFETY BUILDING
3501 FM 2181, CORINTH, TEXAS 76210
TUESDAY, FEBRUARY 25, 2019**

MINUTES

Call to Order

Mayor Bill Heidemann, City of Corinth presided over the joint workshop.

Mayor Pro Tem Burke called the meeting to order for the City of Corinth at 6:00 p.m. The following members were present, Mayor Bill Heidemann, Mayor Pro Tem Sam Burke, Councilmember Scott Garber, Councilmember Tina Henderson and Councilmember Don Glockel.

Mayor Clark called the meeting to order for the Town of Hickory Creek at 6:00 p.m. The following members were present, Mayor Lynn Clark, Mayor Pro Tem Kenney, Councilmember Tracee Elrod, Councilmember Chris Gordon and Councilmember Ian Theodore.

Mayor Michael Barnhart called the meeting to order for the City of Lake Dallas at 6:00 p.m. The following members were present, Mayor Michael Barnhart, Councilmember Megan Ray, Councilmember Cheryl McClain, Councilmember Charlie Price and Councilmember Andi Nolan.

Town of Shady Shores did not have a quorum. The following members were present, Mayor Cindy Aughinbaugh and Councilmember Tom Newell.

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

Mayor Heidemann led the Pledge of Allegiance to the U.S. And Texas Flags.

Invocation

Dr. Trey Talley, pastor of The Church at Pecan Creek led the invocation.

Business:

1. Presentation and discussion on potential joint projects identified in the joint staff planning session.

John Smith, Town of Hickory Creek Town Administrator and John Cabrales, City of Lake Dallas City Manager provided an overview of the joint planning session held on December 5, 2018 and the potential joint projects identified including transportation, drainage, parks and trails, operations, land use planning/building standards and broadband.

2. Presentation and discussion on an overview of the Lake Cities Fire Department and service delivery at the end of the existing contract.

Town Council Meeting Minutes

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Chief Michael Ross provided an overview of the Lake Cities Fire Department including accomplishments, department duties and responsibilities, emergency management, community involvement, call volume, budget and staffing. Bob Hart, City of Corinth City Manager provided an overview of the existing contract including the current allocation, term and key contract dates.

3. Presentation and discussion on governance approaches for shared services in the Lake Cities.

Wendy Withers, Town of Shady Shores, provided an overview of governance approaches for shared services in the Lake Cities.

4. Presentation and discussion on broadband opportunities in the Lake Cities.

Bob Hart, City of Corinth City Manager provided an overview of broadband opportunities in the Lake Cities.

Comments:

5. Comments by Denton County Officials – Judge and Commissioner(s).

The Honorable Bobbie J. Mitchell, Denton County Commissioner Precinct 3, provided comments.

6. Public Comment – Provide an opportunity for citizens to address the City/Town Councils on matters which are not scheduled for consideration. The Texas Open Meeting Act prohibits deliberation by the City/Town Council members of any subject which is not on the posted agenda, therefore they will not be able to discuss or take any action on items brought up during the citizen presentations. Citizen presentation will be limited to three (3) minutes per person.

Mark Klingele, Corinth, Texas, stated he would like to know why Lake Cities Fire Department Station 1 is currently not operational.

Lisa West, Corinth, Texas, stated she thought it was important to include teenagers in discussions regarding broadband opportunities.

7. General discussion to provide general updates and/or comments to the public, and request an item be added as a business item to any future joint meeting agenda.

Items to be discussed in the future include community events and a joint mission statement.

Adjournment

Mayor Pro Tem Sam Burke adjourned the meeting for the City of Corinth.

Mayor Lynn Clark adjourned the meeting for the Town of Hickory Creek.

Mayor Michael Barnhart adjourned the meeting for the City of Lake Dallas.

The meeting adjourned at 7:42 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

**JOINT SPECIAL MEETING OF THE PLANNING AND ZONING COMMISSION
AND TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
TUESDAY, FEBRUARY 26, 2019**

MINUTES

Call to Order

Chairman Hawkes called the Planning and Zoning Commission to order at 5:32 p.m.

Mayor Clark called the Town Council to order at 5:32 p.m.

Roll Call

The following planning and zoning members were present:

Mike Thames	Place 1
Rodney Barton	Place 2 Vice Chairman
Jaycee Holston	Place 3
Bryant Hawkes	Place 4 Chairman
Don Rowell	Place 5
Jan Stefaniak	Place 6
David Gilmore	Place 7

The following town council members were present:

Mayor Lynn Clark
Councilmember Tracee Elrod
Councilmember Richard DuPree
Councilmember Chris Gordon
Mayor Pro Tem Paul Kenney
Councilmember Ian Theodore

Also in attendance:

Lance Vanzant, Town Attorney
John M. Smith, Jr., Town Administrator
Kristi K. Rogers, Town Secretary
Chris Chaudoir, Administrative Assistant

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

Commissioner Hawkes led the Pledge of Allegiance to the U.S. to the U.S. and Texas Flags.

Invocation

Commissioner Gilmore led the invocation.

Public Comment

Ron Furtick, 1500 Turbeville Road, welcomes the opportunity to discuss zoning in the town as it has been neglected. Fifteen years ago the discussion was opened with the citizens and neighboring communities, stakeholders' meetings were conducted and a design charette created.

Joint Special Meeting of the Planning and Zoning Commission and Town Council Minutes February 26, 2019

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Everyone decided they wanted a mixed use, walkable, urban downtown environment with parks, gardens and greenery. Five years ago, the process was codified with a proposed mixed-use ordinance drawn by the planning group, Mesa Architects, led by Ron McCaffery. Tonight, the ordinance the board is being asked to pass is not the ordinance drafted by the planners at a cost of over a quarter million dollars to the citizens. It is a dressed-up townhome zoning. It will not provide the walkable urban environment which was the goal of the master planning. Unless planning is in place, sprawl will overtake and win. He said he had heard there was a popular misconception that he can go out and find a developer with sufficient planning documents to negotiate a PD with town council. That is impossible and will not work. You can PD a building or a subdivision, but not an entire downtown. Developers are being asked to spend millions in nonrefundable dollars to guess what council will want. Developers will not add zoning risks to the list of other risks they face. It is an impossible task. The competition does not force additional risk onto developers and they are thriving. The planning process was finished and needs to be implemented by passing the real Mixed-Use ordinance, not the townhome one on the agenda.

Regular Agenda

1. Discussion regarding the creation of the new zoning classifications to be entitled MU-1 Mixed Use Suburban District and MU-2 Mixed Use Regional District.

Discussions were held regarding the differences between the ordinance under consideration creating new zoning classifications MU-1 and MU-2 and a Mixed Used ordinance that was drafted by Robin McCaffrey with Mesa Design Architects.

2. Consider and act on a recommendation to the town council regarding the creation of the new zoning classifications to be entitled MU-1 Mixed Use Suburban District and MU-2 Mixed Use Regional District.

Motion made by Commission Gilmore to recommend adoption of the ordinance as presented, Seconded by Commissioner Thames.

Voting Yea: Commissioner Thames, Commissioner Holston, Commissioner Hawkes, Commissioner Rowell, Commissioner Stefaniak, and Commissioner Gilmore.

Voting Nay: Commissioner Barton. Motion passed.

3. Discuss, consider and act on a recommendation for a Final Plat of Lot 2-R, Block 1 of Ventana Addition, being a replat of Lot 2, Block 1 of Ventana Addition; being 0.172 acre in the J. Simmons Survey A-1163, Town of Hickory Creek, Denton County, Texas. The property is located on the northwest corner of Ventana Road and S. Stemmons Freeway.

Motion made by Commission Barton to recommend approval of the plat as presented, Seconded by Commissioner Holston.

Voting Yea: Commissioner Thames, Commissioner Barton, Commissioner Holston,

Commissioner Hawkes, Commissioner Rowell, Commissioner Stefaniak, and Commissioner Gilmore. Motion passed unanimously.

Joint Special Meeting of the Planning and Zoning Commission and Town Council Minutes

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Adjournment

Motion by Commission Gilmore to adjourn the planning and zoning commission, Seconded by Commissioner Stefaniak.

Voting Yea: Commissioner Thames, Commissioner Barton, Commissioner Holston, Commissioner Hawkes, Commissioner Rowell, Commissioner Stefaniak, and Commissioner Gilmore. Motion passed unanimously.

Motion by Councilman Elrod to adjourn the town council, Seconded by Councilman Gordon.

Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenney, and Councilmember Theodore.

The meeting did then stand adjourned at 6:25 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

**SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
TUESDAY, FEBRUARY 26, 2019**

MINUTES

Call to Order

Mayor Clark called the meeting to order at 6:35 p.m.

Roll Call

The following members were present:

Mayor Lynn Clark

Councilmember Tracee Elrod

Councilmember Richard DuPree

Councilmember Chris Gordon

Mayor Pro Tem Paul Kenney

Councilmember Ian Theodore

Also in attendance:

John M. Smith, Jr., Town Administrator

Kristi K. Rogers, Town Secretary

Carey Dunn, Chief of Police

Lance Vanzant, Town Attorney

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

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

Invocation

Mayor Pro Tem Kenney led the invocation.

Items of Community Interest

Mayor Clark presented a plaque of appreciation to Grayson Spradlin for completion of his Eagle Scout project in Arrowhead Park.

Mayor Clark congratulated Kristi Rogers on completion of recertification through the Texas Municipal Clerks Certification Program.

The Great American Cleanup will take place on Saturday, March 23, 2019. Volunteers will meet in the Walmart parking lot and then proceed to the parks.

The Hickory Creek Police Department will host a community meeting on March 27, 2019 for residents in Harbor Grove Subdivision.

A Citizens on Patrol Academy will be held in the Spring.

Town Council Meeting Minutes

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Public Comment

Ron Furtick, 1500 Turbeville Road, stated he was going to read the statement read earlier in the joint meeting with the planning and zoning commission but decided he would not. Mr. Furtick would like to work with the town council and put the issues of the past in the past. The zoning passed by the Planning and Zoning Commission would work well on other locations in the town. Relationships need to be reestablished and move forward. In order to find a developer for his property, the mixed use ordinance would need a third classification.

Public Hearing

1. Public Hearing: To consider testimony and take action regarding text amendments to the Town's Code of Ordinances, Chapter 14 Zoning, which includes but is not limited to, amending Article 14.02, Exhibit A, Article IV--Classification of Districts to add a new zoning district to be entitled Mixed-Use and to add regulations and restrictions regarding such new district.

Mayor Clark called the public hearing to order at 6:49 p.m.

Ron Furtick, 1500 Turbeville Road, stated the mixed use ordinance would improve some residential areas. Density is needed. The overall plan of the entire town is a very big deal. He urged the council to incorporate the ordinance crafted by Mesa Design Architects that has been discussed for many years. It is a different type of zoning than council is accustomed to. There are a number of developers with interest in urban walkable downtown projects. The zoning needs to be provided so that designers can do their work and then the plans could be brought forward for council to decide yes or no.

With no one else wishing to speak, the public hearing was closed at 6:52 p.m.

Consent Agenda

2. January 2019 Council Meeting Minutes
3. January 2019 Financial Statements
4. Consider and act on an ordinance of the Town Council of Hickory Creek declaring unopposed candidates in the May 4, 2019 general town election.
5. Consider and act on allocating an additional \$3500.00 for an erosion repair in the town's easement located on Eagle Mountain Drive.
6. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, in support of the legislative priorities of the Board of Trustees of the Lake Dallas Independent School District.
7. Consider and act on a resolution authorizing the Town Administrator of the Town of Hickory Creek, Texas to execute an interlocal cooperative purchasing program agreement by and between the Town of Hickory Creek and the City of Corinth.

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8. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for landscaping services by and between the Town of Hickory Creek and D&D Commercial Landscape Management.
9. Consider and act on an ordinance of the Town Council of Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 3: Building Regulations, Article 3.07 Floods and Drainage, Division 3: Stormwater, Section 3.07.085, Stormwater discharges from construction activities, Subsection (b) to add a new subsection (b) (19) regarding post construction stormwater regulations.
10. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 3, Building Regulations, by adopting (A) the 2018 International Building Code as published by the International Code Council with local amendments; (B) the 2018 International Residential Code as published by the International Code Council with local amendments; (C) the 2018 International Plumbing Code as published by the International Code Council with local amendments; (D) the 2018 International Mechanical Code as published by the International Code Council with local amendments; (E) the 2018 International Fire Code as published by the National Fire Protection Association with local amendments as amended by the Lake Cities Fire Department; (F) the 2017 National Electrical Code as published by the National Fire Protection Association with local amendments; (G) the 2018 International Energy Conservation Code as published by the International Code Council with local amendments; (H) the 2018 International Fuel Gas Code as published by the International Code Council with local amendments; (I) the 2018 Property Maintenance Code as published by the International Code Council with local amendments; (J) the 2018 International Existing Building Code as published by the International Code Council with local amendments and, (K) the 2019 International Swimming Pool and Spa Code as published by the International Code Council with local amendments.

Motion made by Councilmember Gordon to approve Items 1 through 10, Seconded by Councilmember Elrod.

Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

Regular Agenda

11. Consider and act on a final plat of Lots 1 and 2, Block A, the Beciri Addition; being 1.97 acres in the H.H. Swisher Survey, Abstract Number 1220 in the extraterritorial jurisdiction of the town of Hickory Creek, Denton County, Texas. The property is located in the 3700 block of FM 2181.

Motion made by Mayor Pro Tem Kenney to approve the final plat of Lots 1 and 2, Block A, the Beciri Addition as presented, Seconded by Councilmember DuPree.

Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

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12. Consider and act on a final plat of Lot 2-R, Block 1 of Ventana Addition, being a replat of Lot 2, Block 1 of Ventana Addition; being 0.172 acre in the J. Simmons Survey A-1163, Town of Hickory Creek, Denton County, Texas. The property is located on the northwest corner of Ventana Road and S. Stemmons Freeway.

Motion made by Councilmember Gordon to approve a final plat of Lot 2-R, Block 1 of Ventana Addition as presented, Seconded by Mayor Pro Tem Kenney.

Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

13. Consider and act on granting an exception to Clean and Green Carwash, 3950 FM 2181, Hickory Creek, Texas 75065, from the Hickory Creek Code of Ordinances Chapter 3: Building Regulations, Article 3.08 Signs; Section 3.08.011 (k), Maximum Size of sign and Section 3.08.013 (k), Certain illuminated signs prohibited.

Motion made by Councilmember Gordon to grant an exception to Clean and Green Carwash from the Hickory Creek Code of Ordinances, Chapter 3: Building Regulations, Article 3.08 Signs to allow an illuminated sign, directing the town administrator to coordinate with the owner regarding illumination, Seconded by Councilmember Theodore.

Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore.
Voting Nay: Mayor Pro Tem Kenney
Motion passed.

14. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute a license and use agreement by and between the Town of Hickory Creek and Mark Ragunton.

Motion made by Councilmember Theodore to deny the resolution until further information is provided, Seconded by Councilmember Elrod.

Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

15. Consider and act on an ordinance of the Town Council of Hickory Creek, Texas, amending the Town's Comprehensive Zoning Ordinances, Chapter 14: Zoning, Exhibit "A" Zoning Ordinance, Article IV: Classifications of Districts to provide for a new zoning district to be entitled Mixed Use with sub-categories of Mixed Use Suburban District and Mixed Use Regional District.

Motion made by Councilmember Theodore to approve an ordinance of the Town Council of Hickory Creek, Texas, amending the Town's Comprehensive Zoning Ordinances, Chapter 14: Zoning, Exhibit "A" Zoning Ordinance, Article IV: Classifications of Districts to provide for a new zoning district to be entitled Mixed Use with sub-categories of Mixed Use Suburban District and Mixed Use Regional District as presented, Seconded by Mayor Pro Tem Kenney.

Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

Town Council Meeting Minutes

February 26, 2019

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16. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement by and between the Town of Hickory Creek and Denton County, Texas.

Motion made by Councilmember Gordon to approve a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement by and between the Town of Hickory Creek and Denton County, Texas, Seconded by Councilmember Elrod. Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

17. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, to accept a voluntary petition for annexation of the 1800 Block of Turbeville Road.
18. Consider and act on 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.

Motion made by Councilmember Gordon to approve Item 17 and 18, Seconded by Mayor Pro Tem Kenney.

Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

19. Consider and act on an appointment to Parks and Recreation Board.

Motion made by Mayor Pro Tem Kenney to appoint Kevin Ricer to Place 1 of the Parks and Recreation Board, Seconded by Councilmember Elrod.

Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

20. Consider and act on the Hickory Creek Police Department Annual Racial Profiling Report for 2018.

Motion made by Councilmember DuPree to accept the Hickory Creek Police Department Racial Profiling Report for 2018, Seconded by Councilmember Theodore.

Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

21. Consider and act on nomination of the 2018 Hickory Creek Business of the Year.

Motion made by Mayor Pro Tem Kenney to recognize AMC Classic Hickory Creek 16 as the 2018 Business of the Year, Seconded by Councilmember Gordon.

Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

22. Consider and act on nomination of the 2018 Hickory Creek Citizen of the Year.

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Motion made by Mayor Pro Tem Kenney to recognize Mark Tucker as the 2018 Hickory Creek Citizen of the Year, Seconded by Councilmember Elrod.

Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

23. Consider and act on nomination of the 2018 Hickory Creek Scholars of the Year.

Motion made by Mayor Pro Tem Kenney to recognize Gratzelly Marquez and Amanda Lawrence as the 2018 Hickory Creek Scholars of the Year, Seconded by Councilmember Theodore.

Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

24. Consider and act on nomination of the 2018 Hickory Creek Sportsman and Sportswoman of the Year.

Motion made by Mayor Pro Tem Kenney to recognize Hayden Brockenbush the 2018 Sportsman of the Year and Mercedes Zaragoza the 2018 Sportswoman of the Year, Seconded by Councilmember Theodore.

Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

25. Consider and act on allocating funds to replace mailboxes due to sidewalk construction.

Motion made by Mayor Pro Tem Kenney to authorize the town administrator to facilitate replacing the mailboxes due to sidewalk construction in an amount not to exceed \$12,500, Seconded by Councilmember Elrod.

Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

26. Consider and act on the review, possible removal and replacement of members of the Hickory Creek Parks and Recreation Board and Parks, Recreation and Open Space Master Plan Steering Committee

Discussions were held with the Town Council and John Grosskopf, Parks and Recreation Board Member, regarding the manner in which a special meeting for the Parks and Recreation Board held on January 28, 2019 was called, the content of the request sent, and the timing given to town staff to post the meeting agenda.

No action taken.

27. Discussion regarding Parks, Recreation and Open Space Master Plan.

John Smith, town administrator, provided an update to council regarding the Parks, Recreation and Open Space Master Plan.

28. Discussion regarding current road and sidewalk projects.

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

Town Council Meeting Minutes
February 26, 2019
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Executive Session

The Town Council convened into executive session at 8:55 p.m. pursuant to Texas Government Code Section 551.071, Consultation with Attorney on matters in which the duty of the attorney 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.

29. Discussion regarding certain real property legally described as A1163A J.W. Simmons, TR 37, 19.795 Acres located (South of Swisher Road, East of Ronald Reagan Avenue, North of Turbeville Road and West of Point Vista Road.)

Reconvene into Open Session

The Town Council reconvened into open session at 9:44 p.m.

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

No action taken

Adjournment

Motion made by Councilmember Gordon to adjourn the meeting, Seconded by Mayor Pro Tem Kenney.

Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

The meeting did then stand adjourned at 9:45 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

Backup material for agenda item:

February 2019 Financial Statements

Town of Hickory Creek
Balance Sheet
As of February 28, 2019

	<u>Feb 28, 19</u>
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	18,834.37
BOA - Drug Forfeiture	1,948.83
BOA - Drug Seizure	0.18
BOA - General Fund	591,923.39
BOA - Parks and Recreation	123,165.65
BOA - Payroll	250.00
BOA - Police State Training	5,178.13
Logic Animal Shelter Facility	9,323.33
Logic Harbor Ln-Sycamore Bend	3,250.77
Logic Investment Fund	4,357,481.98
Logic Street & Road Improvement	555,944.71
Logic Turbeville Road	209,146.50
Total Checking/Savings	<u>5,876,447.84</u>
Accounts Receivable	
Municipal Court Payments	8,082.30
Total Accounts Receivable	<u>8,082.30</u>
Total Current Assets	<u>5,884,530.14</u>
TOTAL ASSETS	<u><u>5,884,530.14</u></u>
LIABILITIES & EQUITY	0.00

Town of Hickory Creek
Profit & Loss
February 2019

	Feb 19
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	87,089.69
4004 M&O Penalties & Interest	858.55
4006 Delinquent M&O	82.78
4008 I&S Debt Service	61,369.30
4010 I&S Penalties & Interest	364.66
4012 Delinquent I&S	71.36
Total Ad Valorem Tax Revenue	149,836.34
Building Department Revenue	
4102 Building Permits	31,518.23
4104 Certificate of Occupancy	600.00
4106 Contractor Registration	600.00
4112 Health Inspections	460.00
4124 Sign Permits	5.00
4132 Alarm Permit Fees	150.00
Total Building Department Revenue	33,333.23
Franchise Fee Revenue	
4204 Charter Communications	10,695.70
4206 CenturyLink	667.10
Total Franchise Fee Revenue	11,362.80
Interest Revenue	
4302 Animal Shelter Interest	19.49
4308 Drug Forfeiture Interest	0.07
4314 Logic Investment Interest	8,703.61
4320 Logic Street/Road Improv.	1,110.42
4322 Logic Turbeville Road	417.75
4326 PD State Training Interest	0.20
4328 Logic Harbor/Sycamore Bend	6.47
Total Interest Revenue	10,258.01
Miscellaneous Revenue	
4502 Animal Adoption & Impound	740.00
4508 Annual Park Passes	1,173.25
4510 Arrowhead Park Fees	582.00
4530 Other Receivables	46,733.05
4534 PD State Training	1,252.68
4550 Sycamore Bend Fees	359.00
Total Miscellaneous Revenue	50,839.98
Municipal Court Revenue	
4602 Building Security Fee	652.33
4604 Citations	36,165.79
4606 Court Technology Fee	819.77
4612 State Court Costs	15,945.22
4614 Child Safety Fee	250.00

Town of Hickory Creek
Profit & Loss
February 2019

	<u>Feb 19</u>
Total Municipal Court Revenue	53,833.11
Sales Tax Revenue	
4702 Sales Tax General Fund	130,045.10
4706 Sales Tax 4B Corporation	43,348.37
Total Sales Tax Revenue	173,393.47
Total Income	482,856.94
Gross Profit	482,856.94
Expense	
Capital Outlay	
5010 Street Maintenance	2,435.25
5012 Streets & Road Improvement	16,433.00
5022 Parks and Rec Improvements	8,500.00
5024 Public Safety Improvements	32,546.27
Total Capital Outlay	59,914.52
General Government	
5202 Bank Service Charges	12.00
5206 Computer Hardware/Software	58.54
5208 Copier Rental	437.42
5210 Dues & Memberships	10.00
5212 EDC Tax Payment	30,675.81
5216 Volunteer/Staff Events	2,440.98
5218 General Communications	2,040.66
5222 Office Supplies & Equip.	71.69
5224 Postage	1,102.19
5226 Community Cause	549.98
5228 Town Council/Board Expense	822.67
5230 Training & Education	24.50
5232 Travel Expense	268.35
Total General Government	38,514.79
Municipal Court	
5318 Merchant Fees/Credit Cards	110.82
5322 Office Supplies/Equipment	662.67
5326 Training & Education	200.00
5332 Warrants Collected	-1,621.50
Total Municipal Court	-648.01
Parks and Recreation	
5408 Tanglewood Park	44.38
Total Parks and Recreation	44.38
Parks Corps of Engineer	
5432 Arrowhead	201.70
5434 Harbor Grove	32.11
5436 Point Vista	52.49
5438 Sycamore Bend	116.83

Town of Hickory Creek
Profit & Loss
February 2019

	Feb 19
Total Parks Corps of Engineer	403.13
Personnel	
5502 Administration Wages	21,763.10
5504 Municipal Court Wages	10,956.40
5506 Police Wages	46,431.19
5507 Police Overtime Wages	453.41
5508 Public Works Wages	13,912.85
5509 Public Works Overtime Wage	24.96
5510 Health Insurance	14,481.82
5514 Payroll Expense	1,412.98
5516 Employment Exams	300.00
Total Personnel	109,736.71
Police Department	
5602 Auto Gas & Oil	1,526.36
5606 Auto Maintenance & Repair	4,485.26
5612 Computer Hardware/Software	1,601.16
5626 Office Supplies/Equipment	42.96
5634 Travel Expense	580.49
5636 Uniforms	-638.62
5640 Training & Education	1,084.00
5646 Community Outreach	149.00
5648 K9 Unit	108.23
Total Police Department	8,938.84
Public Works Department	
5708 Animal Control Vet Fees	201.29
5710 Auto Gas & Oil	732.86
5714 Auto Maintenance/Repair	327.02
5716 Beautification	18.83
5720 Dues & Memberships	10.00
5724 Equipment Maintenance	2,188.99
5728 Equipment Supplies	377.73
5732 Office Supplies/Equipment	181.99
5734 Radios	365.83
5742 Uniforms	140.00
5748 Landscaping Services	9,626.24
Total Public Works Department	14,170.78
Services	
5804 Attorney Fees	3,554.64
5808 Codification	375.00
5812 Document Management	74.18
5822 Legal Notices/Advertising	31.80
5824 Library Services	176.50
5826 Municipal Judge	960.00
5828 Printing	26.98
5832 Computer Technical Support	13.49
Total Services	5,212.59

Town of Hickory Creek
Profit & Loss
February 2019

	<u>Feb 19</u>
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	19,904.20
5904 Electric	2,585.69
5908 Street Lighting	2,809.93
5910 Telephone	777.21
5912 Water	948.10
	<hr/>
Total Utilities & Maintenance	27,025.13
	<hr/>
Total Expense	263,312.86
	<hr/>
Net Ordinary Income	219,544.08
	<hr/>
Net Income	<u><u>219,544.08</u></u>

Town of Hickory Creek
Budget vs. Actual Year to Date 41.66%
 October 2018 through February 2019

	Oct '18 - Feb 19	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	1,119,071.83	1,152,558.00	97.1%
4004 M&O Penalties & Interest	1,077.94	5,000.00	21.6%
4006 Delinquent M&O	1,471.61	3,500.00	42.0%
4008 I&S Debt Service	785,896.98	809,318.00	97.1%
4010 I&S Penalties & Interest	378.78	3,000.00	12.6%
4012 Delinquent I&S	1,224.44	2,500.00	49.0%
Total Ad Valorem Tax Revenue	1,909,121.58	1,975,876.00	96.6%
Building Department Revenue			
4102 Building Permits	128,934.85	200,000.00	64.5%
4104 Certificate of Occupancy	1,575.00	600.00	262.5%
4106 Contractor Registration	1,800.00	5,000.00	36.0%
4108 Preliminary/Final Plat	520.00	0.00	100.0%
4110 Prelim/Final Site Plan	0.00	0.00	0.0%
4112 Health Inspections	8,740.00	8,280.00	105.6%
4122 Septic Permits	0.00	850.00	0.0%
4124 Sign Permits	695.00	1,200.00	57.9%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	250.00	500.00	50.0%
4130 Vendor Fee	75.00	200.00	37.5%
4132 Alarm Permit Fees	350.00	1,200.00	29.2%
Total Building Department Revenue	142,939.85	218,030.00	65.6%
Franchise Fee Revenue			
4202 Atmos Energy	0.00	30,000.00	0.0%
4204 Charter Communications	21,324.36	42,500.00	50.2%
4206 CenturyLink	1,359.84	3,000.00	45.3%
4208 CoServ	2,547.49	4,200.00	60.7%
4210 Oncor Electric	144,269.02	135,000.00	106.9%
4212 Waste Management	11,459.86	40,000.00	28.6%
Total Franchise Fee Revenue	180,960.57	254,700.00	71.0%
Interest Revenue			
4302 Animal Shelter Interest	99.80	0.00	100.0%
4308 Drug Forfeiture Interest	0.60	0.00	100.0%
4310 Drug Seizure Interest	0.00	0.00	0.0%
4314 Logic Investment Interest	39,021.69	22,500.00	173.4%
4320 Logic Street/Road Improv.	6,053.81	5,000.00	121.1%
4322 Logic Turbeville Road	2,134.90	1,200.00	177.9%
4326 PD State Training Interest	1.07	0.00	100.0%
4328 Logic Harbor/Sycamore Bend	33.18	0.00	100.0%
Total Interest Revenue	47,345.05	28,700.00	165.0%
Interlocal Revenue			
4402 Corp Contract Current Year	0.00	34,000.00	0.0%
Total Interlocal Revenue	0.00	34,000.00	0.0%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	5,180.00	6,500.00	79.7%
4506 Animal Shelter Donations	309.00	1,000.00	30.9%
4508 Annual Park Passes	8,649.16	20,000.00	43.2%
4510 Arrowhead Park Fees	5,882.00	18,000.00	32.7%
4512 Beer & Wine Permit	0.00	60.00	0.0%
4516 Corp Parks Prior Year Rev	0.00	0.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 41.66%
 October 2018 through February 2019

	Oct '18 - Feb 19	Budget	% of Budget
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	0.00	0.00	0.0%
4522 EDCPayment/Ronald Reagan	0.00	45,778.00	0.0%
4524 Fund Balance Reserve	0.00	509,982.00	0.0%
4526 Mineral Rights	0.00	300.00	0.0%
4528 NSF Fees	0.00	50.00	0.0%
4530 Other Receivables	86,973.91	7,100.00	1,225.0%
4534 PD State Training	1,252.68	0.00	100.0%
4536 Point Vista Park Fees	289.00	5,000.00	5.8%
4546 Street Bond Proceeds	0.00	0.00	0.0%
4550 Sycamore Bend Fees	4,190.75	15,000.00	27.9%
4554 Building Security Fund Res	0.00	23,400.00	0.0%
4556 Court Tech Fund Reserve	0.00	3,525.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
Total Miscellaneous Revenue	112,726.50	655,695.00	17.2%
Municipal Court Revenue			
4602 Building Security Fee	3,292.13	10,000.00	32.9%
4604 Citations	175,297.17	625,000.00	28.0%
4606 Court Technology Fee	4,314.51	13,125.00	32.9%
4612 State Court Costs	80,765.08	237,500.00	34.0%
4614 Child Safety Fee	375.00		
Total Municipal Court Revenue	264,043.89	885,625.00	29.8%
Sales Tax Revenue			
4702 Sales Tax General Fund	463,303.79	1,143,750.00	40.5%
4706 Sales Tax 4B Corporation	165,010.29	381,250.00	43.3%
4708 Sales Tax Mixed Beverage	0.00	0.00	0.0%
Total Sales Tax Revenue	628,314.08	1,525,000.00	41.2%
Total Income	3,285,451.52	5,577,626.00	58.9%
Gross Profit	3,285,451.52	5,577,626.00	58.9%
Expense			
Capital Outlay			
5010 Street Maintenance	6,355.24	50,000.00	12.7%
5012 Streets & Road Improvement	452,712.84	0.00	100.0%
5022 Parks and Rec Improvements	8,500.00	125,000.00	6.8%
5024 Public Safety Improvements	151,736.64	400,000.00	37.9%
5026 Fleet Purchase/Replacement	102,672.84	92,000.00	111.6%
5028 Turbeville/Point Vista	-10,045.86	0.00	100.0%
Total Capital Outlay	711,931.70	667,000.00	106.7%
Debt Service			
5106 2012 Refunding Bond Series	0.00	150,086.00	0.0%
5108 2012 Tax Note Series	0.00	116,910.00	0.0%
5110 2015 Refunding Bond Series	59,650.00	314,300.00	19.0%
5112 2015 C.O. Series	61,900.00	273,800.00	22.6%
Total Debt Service	121,550.00	855,096.00	14.2%
General Government			
5202 Bank Service Charges	12.00	200.00	6.0%
5204 Books & Subscriptions	0.00	400.00	0.0%
5206 Computer Hardware/Software	9,044.60	15,500.00	58.4%
5208 Copier Rental	1,931.88	3,500.00	55.2%
5210 Dues & Memberships	570.00	2,500.00	22.8%

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Accrual Basis

Town of Hickory Creek
Budget vs. Actual Year to Date 41.66%
 October 2018 through February 2019

	Oct '18 - Feb 19	Budget	% of Budget
5212 EDC Tax Payment	195,231.18	381,250.00	51.2%
5214 Election Expenses	0.00	8,000.00	0.0%
5216 Volunteer/Staff Events	4,284.35	8,000.00	53.6%
5218 General Communications	6,980.04	22,000.00	31.7%
5222 Office Supplies & Equip.	1,375.98	1,800.00	76.4%
5224 Postage	2,026.69	4,500.00	45.0%
5226 Community Cause	2,035.23	3,000.00	67.8%
5228 Town Council/Board Expense	3,680.23	4,000.00	92.0%
5230 Training & Education	219.50	2,500.00	8.8%
5232 Travel Expense	428.35	1,500.00	28.6%
5234 Staff Uniforms	0.00	1,000.00	0.0%
Total General Government	227,820.03	459,650.00	49.6%
Municipal Court			
5302 Books & Subscriptions	0.00	75.00	0.0%
5304 Building Security	691.28	33,400.00	2.1%
5312 Court Technology	1,540.29	16,650.00	9.3%
5314 Dues & Memberships	75.00	200.00	37.5%
5318 Merchant Fees/Credit Cards	112.24	0.00	100.0%
5322 Office Supplies/Equipment	1,198.00	1,500.00	79.9%
5324 State Court Costs	118,577.94	237,500.00	49.9%
5326 Training & Education	200.00	500.00	40.0%
5328 Travel Expense	37.12	900.00	4.1%
5332 Warrants Collected	-570.19	0.00	100.0%
Total Municipal Court	121,861.68	290,725.00	41.9%
Parks and Recreation			
5402 Events	969.46	5,000.00	19.4%
5408 Tanglewood Park	1,167.34	2,500.00	46.7%
5412 KHCB	0.00	1,000.00	0.0%
5414 Tree City USA	2,702.05	11,500.00	23.5%
5416 Town Hall Park	0.00	500.00	0.0%
Total Parks and Recreation	4,838.85	20,500.00	23.6%
Parks Corps of Engineer			
5432 Arrowhead	7,047.33	6,500.00	108.4%
5434 Harbor Grove	1,830.71	2,200.00	83.2%
5436 Point Vista	1,594.52	4,500.00	35.4%
5438 Sycamore Bend	11,388.65	38,800.00	29.4%
Total Parks Corps of Engineer	21,861.21	52,000.00	42.0%
Personnel			
5502 Administration Wages	119,820.84	281,875.00	42.5%
5504 Municipal Court Wages	49,795.59	114,565.00	43.5%
5506 Police Wages	250,900.41	674,215.00	37.2%
5507 Police Overtime Wages	3,797.61	6,000.00	63.3%
5508 Public Works Wages	76,305.52	174,985.00	43.6%
5509 Public Works Overtime Wage	658.78	1,600.00	41.2%
5510 Health Insurance	54,901.44	190,000.00	28.9%
5512 Longevity	10,688.00	10,952.00	97.6%
5514 Payroll Expense	7,677.33	18,000.00	42.7%
5516 Employment Exams	1,005.00	1,500.00	67.0%
5518 Retirement (TMRS)	60,157.29	138,100.00	43.6%
5520 Unemployment (TWC)	293.93	3,800.00	7.7%
5522 Workman's Compensation	25,353.58	25,871.00	98.0%
Total Personnel	661,355.32	1,641,463.00	40.3%

Town of Hickory Creek
Budget vs. Actual Year to Date 41.66%
 October 2018 through February 2019

	Oct '18 - Feb 19	Budget	% of Budget
Police Department			
5602 Auto Gas & Oil	9,872.80	28,500.00	34.6%
5606 Auto Maintenance & Repair	16,955.75	20,000.00	84.8%
5610 Books & Subscriptions	81.26	500.00	16.3%
5612 Computer Hardware/Software	17,577.39	38,000.00	46.3%
5614 Crime Lab Analysis	1,713.19	2,000.00	85.7%
5616 Drug Forfeiture	0.00	0.00	0.0%
5618 Dues & Memberships	233.82	400.00	58.5%
5626 Office Supplies/Equipment	534.50	1,500.00	35.6%
5630 Personnel Equipment	1,645.76	10,000.00	16.5%
5634 Travel Expense	688.49	2,500.00	27.5%
5636 Uniforms	1,493.32	8,000.00	18.7%
5640 Training & Education	3,206.50	10,000.00	32.1%
5644 Citizens on Patrol	0.00	200.00	0.0%
5646 Community Outreach	315.01	750.00	42.0%
5648 K9 Unit	1,390.51	3,000.00	46.4%
Total Police Department	55,708.30	125,350.00	44.4%
Public Works Department			
5702 Animal Control Donation	0.00	1,000.00	0.0%
5704 Animal Control Equipment	688.83	600.00	114.8%
5706 Animal Control Supplies	334.64	1,000.00	33.5%
5708 Animal Control Vet Fees	3,041.58	5,000.00	60.8%
5710 Auto Gas & Oil	6,075.48	12,500.00	48.6%
5714 Auto Maintenance/Repair	7,684.93	10,000.00	76.8%
5716 Beautification	4,582.25	65,000.00	7.0%
5718 Computer Hardware/Software	595.00	500.00	119.0%
5720 Dues & Memberships	110.00	350.00	31.4%
5722 Equipment	89,130.83	93,700.00	95.1%
5724 Equipment Maintenance	6,786.15	8,000.00	84.8%
5726 Equipment Rental	234.38	500.00	46.9%
5728 Equipment Supplies	2,383.73	6,500.00	36.7%
5732 Office Supplies/Equipment	294.51	800.00	36.8%
5734 Radios	1,909.82	3,200.00	59.7%
5738 Training	90.00	800.00	11.3%
5740 Travel Expense	225.10	1,000.00	22.5%
5742 Uniforms	774.80	2,000.00	38.7%
5748 Landscaping Services	35,198.87	150,000.00	23.5%
Total Public Works Department	160,140.90	362,450.00	44.2%
Services			
5802 Appraisal District	2,926.00	10,500.00	27.9%
5804 Attorney Fees	25,430.38	60,000.00	42.4%
5806 Audit	0.00	13,500.00	0.0%
5808 Codification	375.00	4,000.00	9.4%
5812 Document Management	613.32	1,000.00	61.3%
5814 Engineering	23,639.91	47,500.00	49.8%
5816 General Insurance	33,732.58	34,421.00	98.0%
5818 Inspections	20,535.00	37,500.00	54.8%
5820 Fire Service	306,816.50	615,000.00	49.9%
5822 Legal Notices/Advertising	305.40	2,000.00	15.3%
5824 Library Services	646.50	500.00	129.3%
5826 Municipal Judge	4,800.00	11,520.00	41.7%
5828 Printing	857.84	1,600.00	53.6%
5830 Tax Collection	2,273.00	3,500.00	64.9%
5832 Computer Technical Support	34,351.79	34,200.00	100.4%
5838 DCCAC	0.00	1,750.00	0.0%
5840 Denton County Dispatch	0.00	29,301.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 41.66%
October 2018 through February 2019

	Oct '18 - Feb 19	Budget	% of Budget
5844 Helping Hands	91.15	300.00	30.4%
5848 DCFOF	0.00	500.00	0.0%
Total Services	457,394.37	908,592.00	50.3%
Special Events			
6004 Fourth of July Celebration	0.00	5,000.00	0.0%
6008 Tree Lighting	5,219.38	5,000.00	104.4%
Total Special Events	5,219.38	10,000.00	52.2%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	45,187.32	85,000.00	53.2%
5904 Electric	11,231.53	30,000.00	37.4%
5906 Gas	863.35	2,000.00	43.2%
5908 Street Lighting	14,249.86	30,000.00	47.5%
5910 Telephone	17,325.48	22,800.00	76.0%
5912 Water	5,603.39	15,000.00	37.4%
Total Utilities & Maintenance	94,460.93	184,800.00	51.1%
Total Expense	2,644,142.67	5,577,626.00	47.4%
Net Ordinary Income	641,308.85	0.00	100.0%
Net Income	641,308.85	0.00	100.0%

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03/07/19
Accrual Basis

Town of Hickory Creek
Expenditures over \$1,000.00
February 2019

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5010 Street Maintenance				
Bill	02/12/2019	Invoi...	Jagoe Public Co.	1,418.88
Total 5010 Street Maintenance				1,418.88
5012 Streets & Road Improvement				
Bill	02/14/2019	Invoi...	Halff Associates, Inc.	1,194.50
Check	02/27/2019	3756	GRod Construction, LLC.	14,436.00
Total 5012 Streets & Road Improvement				15,630.50
5022 Parks and Rec Improvements				
Check	02/27/2019	3754	Dunaway	1,937.50
Check	02/11/2019	3748	Dunaway	6,562.50
Total 5022 Parks and Rec Improvements				8,500.00
5024 Public Safety Improvements				
Bill	02/20/2019	Invoi...	Sology Solutions	3,110.00
Check	02/22/2019	3750	L.C.M.U.A.	7,446.80
Check	02/05/2019	3744	Sology Solutions	21,989.47
Total 5024 Public Safety Improvements				32,546.27
Total Capital Outlay				58,095.65
General Government				
5212 EDC Tax Payment				
Check	02/07/2019	3747	Hickory Creek Economic Development	-12,672.56
Check	02/07/2019	3747	Hickory Creek Economic Development	43,348.37
Total 5212 EDC Tax Payment				30,675.81
5216 Volunteer/Staff Events				
Check	02/04/2019	3743	Prairie House Restaurant	1,834.25
Total 5216 Volunteer/Staff Events				1,834.25
5218 General Communications				
Bill	02/04/2019	Invoi...	Stoneglass Marketing	2,040.66
Total 5218 General Communications				2,040.66
Total General Government				34,550.72
Municipal Court				
5332 Warrants Collected				
Deposit	02/28/2019		Deposit	-1,474.50
Deposit	02/28/2019		Deposit	-1,072.86
Bill	02/14/2019	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	2,444.97
Total 5332 Warrants Collected				-102.39
Total Municipal Court				-102.39

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03/07/19
Accrual Basis

Town of Hickory Creek
Expenditures over \$1,000.00
February 2019

Type	Date	Num	Name		Amount
Police Department					
5602 Auto Gas & Oil					
Check	02/27/2019	Debit	WEX INC	DESFLEET DEBI	1,526.36
Total 5602 Auto Gas & Oil					1,526.36
5606 Auto Maintenance & Repair					
Bill	02/27/2019	Invoi...	Command Communications		3,979.95
Total 5606 Auto Maintenance & Repair					3,979.95
Total Police Department					5,506.31
Public Works Department					
5724 Equipment Maintenance					
Bill	02/11/2019	Invoi...	Palfinger USA, LLC		1,214.18
Total 5724 Equipment Maintenance					1,214.18
5748 Landscaping Services					
Bill	02/11/2019	Invoi...	Grassperson		2,268.51
Check	02/05/2019	3745	Three Kings Grounds Keeping		6,041.68
Total 5748 Landscaping Services					8,310.19
Total Public Works Department					9,524.37
Services					
5804 Attorney Fees					
Bill	02/11/2019	Acc...	Hayes, Berry, White & Vanzant		3,060.59
Total 5804 Attorney Fees					3,060.59
Total Services					3,060.59
Utilities & Maintenance					
5902 Bldg Maintenance/Supplies					
Check	02/28/2019	Debit	NNT SEARS HHO	02/28 #000205673	1,199.92
Bill	02/11/2019	Invoi...	Denton Electric, Inc.		1,445.00
Bill	02/11/2019	Invoi...	Apex Air and Heat		2,546.00
Bill	02/11/2019	Invoi...	Denton Electric, Inc.		2,965.00
Bill	02/04/2019	Invoi...	A Dallas Professional Window Tint		9,300.00
Total 5902 Bldg Maintenance/Supplies					17,455.92
5904 Electric					
Check	02/22/2019	Debit	HUDSON ENERGY SE DESDEBITDEBIT		2,585.69
Total 5904 Electric					2,585.69
5908 Street Lighting					
Check	02/22/2019	Debit	HUDSON ENERGY SE DESDEBITDEBIT		2,736.76
Total 5908 Street Lighting					2,736.76
Total Utilities & Maintenance					22,778.37
Total Expense					133,413.62

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Accrual Basis

Town of Hickory Creek
Expenditures over \$1,000.00
February 2019

Type	Date	Num	Name	Amount
Net Ordinary Income				-133,413.62
Net Income				<u>-133,413.62</u>



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: 02/01/2019 - 02/28/2019

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.6090%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 43 DAYS AND THE NET ASSET VALUE FOR 2/28/19 WAS 1.000120.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,304.71
02/28/2019	MONTHLY POSTING	9999888	18.62	9,323.33
	ENDING BALANCE			9,323.33

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,304.71
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	18.62
ENDING BALANCE	9,323.33
AVERAGE BALANCE	9,304.71

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	39.06

TSL:35110:2805497004:00036:00036:CNSTSL01:LT:.....JLT:.....00000234





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: 02/01/2019 - 02/28/2019

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.6090%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 43 DAYS AND THE NET ASSET VALUE FOR 2/28/19 WAS 1.000120.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			3,244.30
02/28/2019	MONTHLY POSTING	9999888	6.47	3,250.77
	ENDING BALANCE			3,250.77

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	3,244.30
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	6.47
ENDING BALANCE	3,250.77
AVERAGE BALANCE	3,244.30

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	13.59

TSL: *32110* 2805497004.00790.00790.CNSTSL01.....LT.....000001837





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: 02/01/2019 - 02/28/2019

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.6090%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 43 DAYS AND THE NET ASSET VALUE FOR 2/28/19 WAS 1.000120.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			4,348,778.37
02/28/2019	MONTHLY POSTING	9999888	8,703.61	4,357,481.98
	ENDING BALANCE			4,357,481.98

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	4,348,778.37
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	8,703.61
ENDING BALANCE	4,357,481.98
AVERAGE BALANCE	4,348,778.37

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	600,000.00	221,550.00	17,823.95

TSL..*32110*.2805497004.00033.00033.CNSTSL01.....LT.....JLT.....000000230





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: 02/01/2019 - 02/28/2019

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.6090%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 43 DAYS AND THE NET ASSET VALUE FOR 2/28/19 WAS 1.000120.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			554,834.29
02/28/2019	MONTHLY POSTING	9999888	1,110.42	555,944.71
	ENDING BALANCE			555,944.71

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	554,834.29
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	1,110.42
ENDING BALANCE	555,944.71
AVERAGE BALANCE	554,834.29

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
RESIDENTIAL STREET & RD IMPROV	0.00	0.00	2,330.44

TSL: 34110*2805497004 00035.00035.CNSTSL01.....JLT.....00000233





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: 02/01/2019 - 02/28/2019

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.6090%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 43 DAYS AND THE NET ASSET VALUE FOR 2/28/19 WAS 1.000120.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			208,728.75
02/28/2019	MONTHLY POSTING	9999888	417.75	209,146.50
	ENDING BALANCE			209,146.50

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	208,728.75
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	417.75
ENDING BALANCE	209,146.50
AVERAGE BALANCE	208,728.75

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	876.70

TSL: *33110* 2805497004.00034.00034.CNSTSL01.....LT.....LT.....000000231



Backup material for agenda item:

Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for Hickory Creek Police Department software program by and between the Town of Hickory Creek and West Publishing Corporation.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2019-0312-1**

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 HICKORY CREEK POLICE DEPARTMENT SOFTWARE PROGRAM BY AND BETWEEN THE TOWN OF HICKORY CREEK AND WEST PUBLISHING CORPORATION, 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 by and between the Town of Hickory Creek, Texas and West Publishing Corporation (hereinafter the “Agreement”), for the “CLEAR for Law Enforcement Plus” software program for the Hickory Creek Police Department, 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 12th day of March, 2019.

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



Order Form

Order ID:Q-00267411

Contact your representative natalie.ehret@thomsonreuters.com with any questions.
Thank you.

Subscriber Information

Account Address

Account #: 1000292020
HICKORY CREEK POLICE DEPT
ACCOUNTS PAYABLE
1075 RONALD REAGAN AVE
HICKORY CREEK TX 75065-7633 US

Shipping Address

Account #: 1000292020
HICKORY CREEK POLICE DEPT
ACCOUNTS PAYABLE
1075 RONALD REAGAN AVE
HICKORY CREEK TX 75065-7633 US

Billing Address

Account #: 1000292020
HICKORY CREEK POLICE DEPT
ACCOUNTS PAYABLE
1075 RONALD REAGAN AVE
HICKORY CREEK, TX 75065-7633 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", "my" or "I". Subscription terms, if any, follow the ordering grids below

Clear Fixed Rate / Window Products

Service Material	Product	Quantity	Unit	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Terms	Order Type
41882302	CLEAR for Law Enforcement Plus	25	Seats	\$227.03	36	3%	Subscription

Minimum Terms

Online/ Practice Solution/Software/ProFlex Products : Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above

Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Minimum Terms

For Online/Practice Solutions/Software /ProFlex Products: At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Window Products. At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Settling a Disputed Balance. Payments marked 'paid in full', or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Excluded Charges and Schedule A rates. If you access CLEAR services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> Excluded Charges may change after at least 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or are authorizing the same as part of this order, no further action is needed.

Returns and Refunds. You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

The General Terms and Conditions, apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>.

The General Terms and Conditions for Federal Subscribers are located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

CLEAR Fixed Rate Usage : If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage : If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of sworn officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Additional Order Form Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature for Order ID: Q-00267411

ACKNOWLEDGEMENT Q-00267411

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Signature of Authorized Representative for order

Title

Printed Name

Date

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This Order Form will expire and will not be accepted after 5/3/2019 CT.



THOMSON REUTERS™

Attachment

Order ID:Q-00267411

Contact your representative natalie.ehret@thomsonreuters.com with any questions. Thank you.

Order ID: Q-00267411

Payment and Shipping Information

Payment Method:

Payment Method: Bill to Account

Account Number: 1000292020

P.O. Number: DIR-LGL-CALIR-02

SA ID: TX CALIR MSA-WEST(TXMS)

Order Confirmation Contact (#28)

Contact Name:JON CAUSSEAU

Email:jon.causseaux@hickorycreek-tx.gov

Account Contacts			
Contact Name		Email Address	Customer Type Description
JON	CAUSSEAU	jon.causseaux@hickorycreek-tx.gov	CLEAR PRIMARY CONT
JON	CAUSSEAU	jon.causseaux@hickorycreek-tx.gov	EML PSWD CONTACT

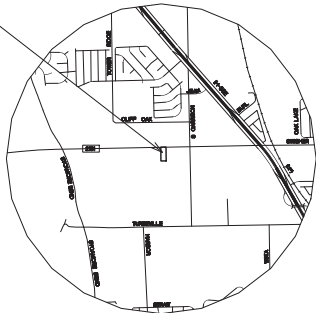
IP Address Information					
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
000.000.000.000	000.000.000.000				

Lapsed Products		
Sub Material	Quantity	Active Subscription to be Lapsed
41882302	25	CLEAR for Law Enforcement Plus

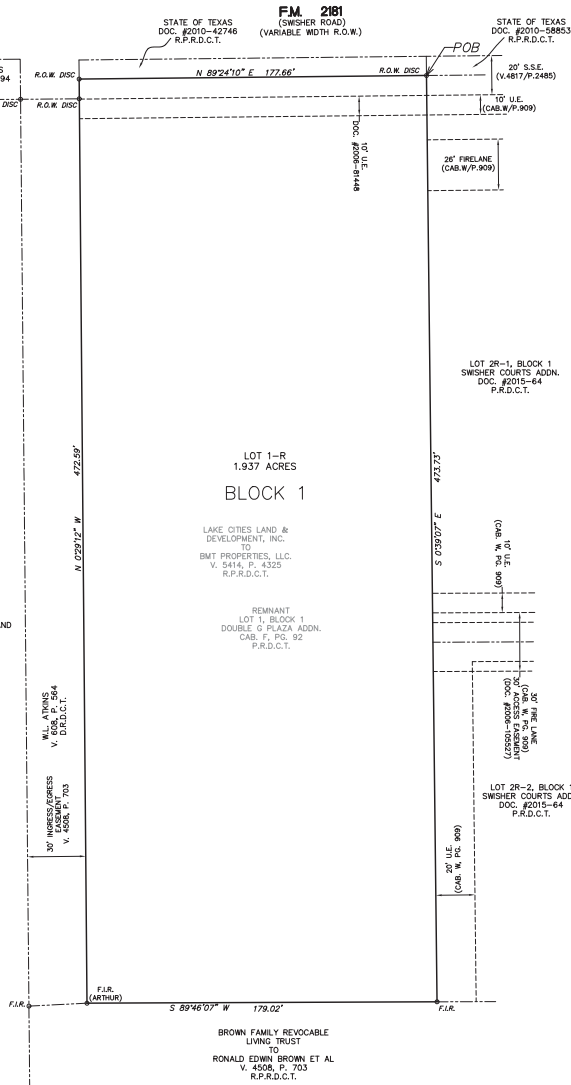
Backup material for agenda item:

Consider and act on a final replat of Lot 1-R, Block 1 of Double G Plaza: being a replat of the remnant of Lot 1, Block 1 of Double G Plaza: being 1.937 acres in the H. Swisher Survey A-1220 in the extraterritorial jurisdiction of the Town of Hickory Creek, Denton County, TX.

PROJECT LOCATION



VICINITY MAP
SCALE 1" = 2000'



OWNER'S CERTIFICATE AND DEDICATION

STATE OF TEXAS
COUNTY OF DENTON, WHEREAS WE, BMT Properties, LLC, are the owners of that certain lot, tract, or parcel of land situated in the H. Swisher Survey Abstract Number 1220 in the Extraterritorial Jurisdiction of the Town of Hickory Creek, Denton County, Texas, being all that certain tract of land conveyed by deed from Lake Cities Land and Development, Inc. to BMT Properties, LLC recorded in Volume 5414, Page 4325, Real Property Records, Denton County, Texas, and being the remnant of Lot 1, Block 1 Double G Plaza Addition, an addition to Denton County, Texas according to the plat thereof recorded in Cabinet F, Page 62, Plat Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a right-of-way disc found for corner in the south line of Farm-to-Market Highway Number 2182 (also known as Swisher Road), a public roadway having a variable width right-of-way, said point being the northwest corner of Lot 2R-1, Block 1 Swisher Courts Addition, an addition to the Town of Hickory Creek, Denton County, Texas according to the plat thereof recorded under Document Number 2015-64, Plat Records, Denton County, Texas;

THENCE S 00° 39' 07" E, 473.73 feet with the west line of said Lot 2R-1 and Lot 2R-2 in said Block 1 of said Swisher Courts Addition to an iron rod found for corner in the north line of that certain tract of land conveyed by deed from Brown Family Revocable Living Trust to Roland Edwin Brown et al recorded in Volume 4508, Page 703, Real Property Records, Denton County, Texas;

THENCE S 89° 46' 07" W, 179.02 feet with said north line of Brown et al tract to a capped iron rod marked Arthur found for corner, said point being the southeast corner of the remnant of that certain tract of land conveyed by deed to W. L. Atkins recorded in Volume 608, Page 564 Deed Records, Denton County, Texas;

THENCE N 00° 29' 12" W, 472.59 feet with the east line of said Atkins remnant tract to a right-of-way disc found for corner in said south line of said Farm-to-Market Highway;

THENCE N 89° 24' 10" E, 177.66 feet with said south line of said Farm-to-Market Highway to the PLACE OF BEGINNING and containing 1.937 acres of land.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT WE, the aforesaid do hereby adopt this plat designating the herein above tract as LOT 1-R, BLOCK 1, DOUBLE G PLAZA, being a replat of THE REMNANT OF Lot 1, Block 1 of Double G Plaza, an addition to Denton County, Texas, and do hereby dedicate to the public use forever all utility easements, drainage easements, and streets as shown hereon. All and any public utilities shall have the full right to remove and keep removed all growths which may endanger or interfere with the construction, maintenance, or efficiency of its respective system on the utility easement for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at anytime of procuring the permission of anyone.

WITNESS MY HAND this ____ day of ____, 2019

Mark L. Tucker, Managing Partner, BMT Properties, LLC

STATE OF TEXAS
COUNTY OF DENTON:
This instrument was acknowledged before me on ____, 2019 by Mark L. Tucker.

NOTARY PUBLIC
STATE OF TEXAS
My commission expires

RECOMMENDED FOR APPROVAL

Chairman, Planning and Zoning Commission Date
Town of Hickory Creek, Texas

Mayor, Town of Hickory Creek, Texas Date

The undersigned, Town Secretary of the Town of Hickory Creek, hereby certifies that the foregoing final plat of Lot 1-R, Block 1, Double G Plaza to the Town of Hickory Creek was submitted to the Town Council on the ____ day of ____, 2019 and the Council by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public access and water and sewer lines as shown and set forth on said plat, and the Town Council further authorized the Mayor to note the acceptance thereof by signing his name as hereon above subscribed.

WITNESS MY HAND this ____ day of ____, 2019.

Town Secretary, Town of Hickory Creek, Texas

CERTIFICATE OF SURVEYOR

I, the undersigned, a registered professional land surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

Jerald D. Yensan
Registered Professional Land Surveyor No. 4561

NOTES:

1. The purpose of this plat is to replat the remnant of a previously platted lot.
2. All monuments are 1/2" steel rods unless otherwise noted, and are tied to the existing subdivision as noted in the legal description of the dedication of this plat.
3. There are no utility easements being created by this plat.

LEGEND
B.L. = BUILDING LINE
D.E. = DRAINAGE EASEMENT
F.I.R. = FOUND IRON ROD
S.I.R. = SET CAPPED 1/2" RPLS 4561 IRON ROD
P.U.E. = PUBLIC UTILITY EASEMENT
P.A.E. = PUBLIC ACCESS EASEMENT
U.E. = UTILITY EASEMENT
W.E. = WATER EASEMENT
S.S.E. = SANITARY SEWER EASEMENT

LANDMARK SURVEYORS, L.L.C.
4238 I-35 NORTH DENTON, TEXAS 76207
(940) 382-4016
FAX (940) 387-9784
TX FIRM REGISTRATION NO. 10096060
DRAWN BY: BTH, SCALE: 1"=300', DATE: 22 FEBRUARY 2019 JOB NO.: 1904667

OWNER/DEVELOPER
BMT PROPERTIES, L.L.C.
P.O. BOX 784
LAKE DALLAS, TX 75065

SURVEYOR
LANDMARK SURVEYORS
4238 I-35 N
DENTON, TEXAS 76207
(940) 382-4016

Backup material for agenda item:

Consider and act on a replat of Lot 3, Block A, of Berlin Addition, Cabinet S, Page 331, Plat records, Denton County Texas: being 1.05 acres in the H.H. Swisher Survey, Abstract Number 1220, Town of Hickory Creek, Denton County, Texas. The property is located at 3950 FM 2181.



February 14, 2019
AVO 35309
Ms. Chris Chaudoir
Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, TX 75065

**RE: Berlin Addition – Replat
1st Review**

Dear Ms. Chaudoir:

The Town of Hickory Creek received the replat for the Berlin Addition on February 8, 2019. The surveyor is KAZ Surveying, Inc. The owner is Swisher Property, LLC. There are comments shown in the letter below.

Halff recommends approval of the replat received on February 8, 2019.

Sincerely,

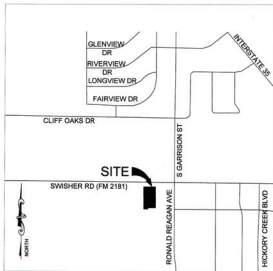
HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Brian C. Haynes", is written over a faint, light blue circular stamp.

Brian C. Haynes, PE, CFM
Vice President

C: Kristi Rogers – Town Secretary
John Smith – Town Administrator

Attachments: Final Plat Checklist



VICINITY MAP
NOT TO SCALE

GENERAL NOTES:

1. ALL CORNERS ARE MARKED WITH CAPPED 1/2" IRON RODS STAMPED "KAZ" UNLESS OTHERWISE NOTED.

2. FLOOD STATEMENT: I HAVE REVIEWED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR THE TOWN OF HICKORY CREEK, COMMUNITY NUMBER 481150 EFFECTIVE DATE 4-18-2011 AND THAT MAP INDICATES AS SCALED, THAT THIS PROPERTY IS WITHIN "NON-SHADED ZONE X" DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD (500-YEAR) AS SHOWN ON PANEL 395 G OF SAID MAP.

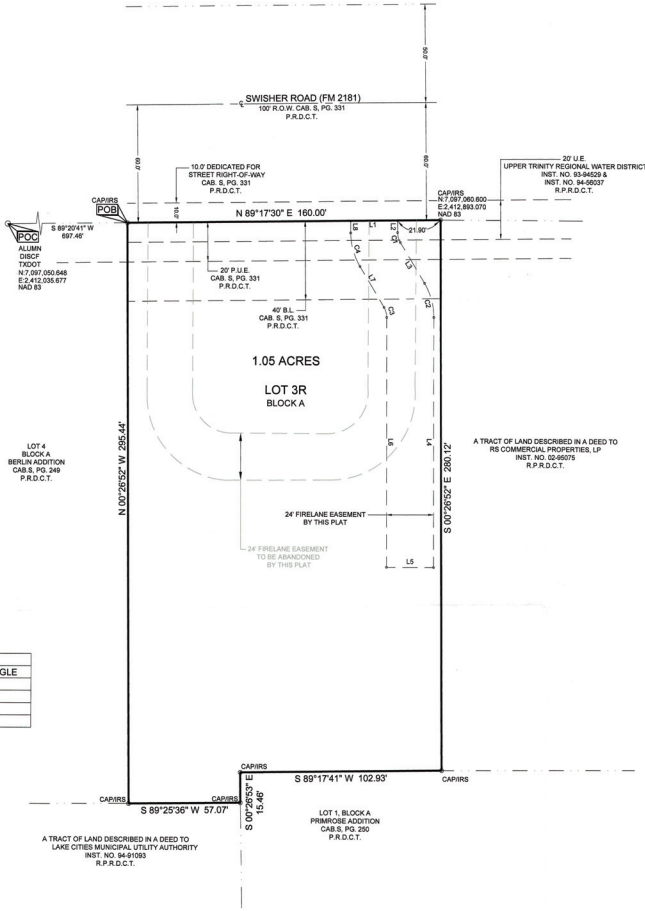
3. THE PURPOSE OF THIS REPLAT IS TO ABANDON AN EXISTING FIRELANE EASEMENT AND TO CREATE A NEW FIRELANE EASEMENT.

4. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF TOWN ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND/OR WITHOLDING OF UTILITIES AND BUILDING PERMITS.

5. NOTE: BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°17'30" E	24.00'
L2	S 00°21'21" E	6.06'
L3	S 30°57'24" E	24.17'
L4	S 00°15'38" E	127.16'
L5	N 89°53'55" W	24.00'
L6	N 00°15'38" W	127.01'
L7	N 30°57'24" W	30.73'
L8	N 00°21'21" W	6.09'

CURVE		CURVE TABLE	
CURVE	RADIUS	ARC LENGTH	CHORD BEARING
C1	10.00'	5.34'	S 15°39'23" E
C2	34.00'	18.22'	S 15°36'31" E
C3	10.00'	5.36'	N 15°36'31" W
C4	34.00'	18.16'	N 15°39'23" W



A TRACT OF LAND DESCRIBED IN A DEED TO
LAKE CITIES MUNICIPAL UTILITY AUTHORITY
INST. NO. 84-91083
R.P.D.C.T.

LOT 1, BLOCK A
PRIMROSE ADDITION
CAB. S. PG. 280
P.R.D.C.T.

A TRACT OF LAND DESCRIBED IN A DEED TO
RS COMMERCIAL PROPERTIES, LP
INST. NO. 16-6079
R.P.D.C.T.

LEGEND

ALUMIN DISCF = ALUMINUM DISC FOUND
NAD 83 = NORTH AMERICAN DATUM 1983
R.O.V. = RIGHT-OF-WAY
POB = POINT OF BEGINNING
1/2" IRF = 1/2" IRON ROD FOUND
CAPIRS = CAPPED IRON ROD SET
INST. NO. = INSTRUMENT NUMBER
R.P.D.C.T. = REAL PROPERTY RECORDS DENTON COUNTY TEXAS
P.L.C.T. = PLAT RECORDS DENTON COUNTY TEXAS
VOL. = VOLUME
PG. = PAGE
U.E. = UTILITY EASEMENT
— = CENTERLINE OF ROAD



SURVEYOR:

KAZ SURVEYING, INC.
1720 WESTMINSTER STREET
DENTON, TEXAS 76204
PHONE: (840) 382-3446
TBPLS FIRM #10002100

OWNER:

SWISHER PROPERTY, LLC
13281 SARATOGA DOWNS CT
FORT WORTH, TEXAS 76244
PHONE: 940-956-8239
CONTACT: JOSHUA BOSCHKE

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS, Swisher Property, LLC, is the owner of all that certain tract of land lying in the H.H. Swisher Survey, Abstract Number 1220, Denton County, Texas, and being all of Lot 3, Block A, Berlin Addition, recorded in Cabinet S, Page 331, Plat Records, Denton County, Texas, and being more particularly described by metes and bounds as follows:
COMMENCING at a Texas Department of Transportation aluminum disk found in the South line of Farm-to-Market Road 2181, being in the North line of Lot 4, Block A, Berlin Addition, recorded in Cabinet S, Page 249, of said Plat Records;
THENCE North 89 Degrees 17 Minutes 30 Seconds East with said South line, 160.00 feet to a capped iron rod set stamped "KAZ" for the Northeast corner of said Lot 3 and being the Northwest corner of a tract of land described in a deed to RS Commercial Properties, LP, recorded in Instrument Number 2002-95075, Real Property Records, Denton County, Texas;
THENCE South 00 Degrees 28 Minutes 52 Seconds East with the East line of said Lot 3 and the West line of said RS Commercial Properties, LP tract, 280.12 feet to a capped iron rod set stamped "KAZ" in the North line of Lot 1, Block A, Primrose Addition, recorded in Cabinet S, Page 250, of said Plat Records, same being the Southwest corner of said RS Commercial Properties, LP tract and being the most Easterly Southeast corner of said Lot 3;
THENCE South 89 Degrees 17 Minutes 41 Seconds West with the North line of said Lot 1, 102.93 feet to a capped iron rod set stamped "KAZ" for the Northwest corner of said Lot 1, being a remnant for said Lot 3;
THENCE South 00 Degrees 28 Minutes 53 Seconds East with the West line of said Lot 1, 15.46 feet to a capped iron rod set stamped "KAZ", being the Northeast corner of a tract of land described in a deed to Lake Cities Municipal Utility Authority, recorded in Instrument Number 94-91083, of said Real Property Records, and being the most Southerly Southeast corner of said Lot 3;
THENCE South 89 Degrees 25 Minutes 36 Seconds West with the North line of said Lake Cities Municipal Authority tract, 57.07 feet to a capped iron rod set stamped "KAZ", being the Southwest corner of said Lot 3 and being the Southeast corner of said Lot 4;
THENCE North 00 Degrees 28 Minutes 52 Seconds West with the East line of said Lot 4, 295.44 feet to the PLACE OF BEGINNING, containing 1.05 acres of land more or less.

OWNER'S DEDICATION

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT SWISHER PROPERTY, LLC DOES HEREBY ADOPT THIS REPLAT, DESIGNATING THE HEREIN DESCRIBED PROPERTY AS THE **BERLIN ADDITION**, AN ADDITION IN THE TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS AND DOES HEREBY DEDICATE TO PUBLIC USE FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

SWISHER PROPERTY, LLC

BY: _____ DATE _____

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ AND _____ KNOWN TO ME TO BE THE PERSONS WHOSE NAME ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2019.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
DENTON COUNTY

MY COMMISSION EXPIRES ON 4/26/2020

CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF DENTON

I, MICHAEL R. KERSTEN, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AND ACTUAL SURVEY MADE ON THE GROUND AND THAT THE MONUMENTS SHOWN HEREON WERE FOUND OR PLACED WITH 1/2" IRON RODS CAPPED "KAZ" UNDER MY DIRECTION AND SUPERVISION IN ACCORDANCE WITH THE ORDINANCES OF THE EXTRATERRITORIAL JURISDICTION OF THE TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS.

MICHAEL R. KERSTEN R.P.L.S. #6677
DATE: _____, 2019

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MICHAEL R. KERSTEN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS _____ DAY OF _____, 2019.

NOTARY PUBLIC, DENTON COUNTY, TEXAS.

MY COMMISSION EXPIRES 4/26/2020.

RECOMMENDED FOR APPROVAL	DATE
CHAIRPERSON, PLANNING AND ZONING COMMISSION	
TOWN OF HICKORY CREEK, TEXAS	
APPROVED FOR PREPARATION OF FINAL PLAT	
MAYOR, TOWN OF HICKORY CREEK, TEXAS	DATE

THE UNDERSIGNED, THE TOWN SECRETARY OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY CERTIFIES THAT THE FOREGOING REPLAT OF BERLIN ADDITION TO THE TOWN OF HICKORY CREEK WAS SUBMITTED TO THE TOWN COUNCIL ON THE _____ DAY OF _____, 2019, AND THE COUNCIL, BY FORMAL ACTION, THEN AND THERE ACCEPTED THE DEDICATION OF STREETS, ALLEYS, PARKS, EASEMENTS, PUBLIC PLACES, AND WATER AND SEWER LINES, AS SHOWN AND SET FORTH IN THE UPON SAID PLAT AND SAID COUNCIL FURTHER AUTHORIZED THE MAYOR TO NOTE THE ACCEPTANCE THEREOF BY SIGNING HIS/HER NAME AS HEREINAFORE SUBSCRIBED.

WITNESS MY HAND THIS _____ DAY OF _____, 2019

TOWN SECRETARY
TOWN OF HICKORY CREEK, TEXAS

REPLAT
LOT 3R, BLOCK A
BERLIN ADDITION

A REPLAT OF LOT 3, BLOCK A, OF BERLIN ADDITION,
CABINET S, PAGE 331, PLAT RECORDS,
DENTON COUNTY, TEXAS
1.05 ACRES IN THE H.H. SWISHER SURVEY,
ABSTRACT NUMBER 1220,
TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS



Backup material for agenda item:

Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute license and use agreement by and between the Town of Hickory Creek and Mark Ragunton.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2019-0312-1**

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 A LICENSE AND USE AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND MARK RAGUNTON AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Agreement by and between the Town of Hickory Creek, Texas and Mark Ragunton (hereinafter the "Agreement") for access and use of Sycamore Bend Park, 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 them 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 26th day of February, 2019.

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

STATE OF TEXAS)
)
COUNTY OF DENTON)

LICENSE & USE AGREEMENT

WHEREAS The Town of Hickory Creek (the “Town”) wishes to grant a non-exclusive and revocable license to Mark Ragunton (the “Producer”) (each a “Party” and collectively the “Parties”) to allow Producer access to Sycamore Bend Park (the “Property”) to use the Property as a set for filming purposes (the “Intended Use”), and the Parties hereby enter into this License and Use Agreement (the “Agreement”) and agree as follows:

1. The Town and Producer intend this Agreement to be a ‘written agreement’ as that term is used in § 1.10.003(24) of the Town’s Code of Ordinances.
2. The Town agrees to allow Producer a non-exclusive license to use the Property for the Intended Use on _____[dates]. Producer agrees that the Town may revoke the license granted for any reason or no reason at all. Producer agrees to immediately vacate the Property upon receipt of notice of the Town’s revocation of the license granted herein.
3. Notices under this Agreement shall be made in writing as follows, and shall be effective when sent:

To Town:

EMAIL: _____

To Producer:

EMAIL: _____

4. For and in consideration of the permission given by the Town to use the Property for the Intended Use, the Producer hereby forever release and discharge the Town, its officers, agents, and employees (the “releasees”), in both their public and private capacities, from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation on account of, or in any way growing out of, any and all known and unknown, anticipated or unanticipated, personal injury, property damage, or any other claim resulting or to result from entering into this Agreement or the carrying out of the Intended Use. Producer further agrees and covenants, in consideration of the permission granted above, never to file any claim, lawsuit or other proceeding, whether

judicial or administrative, against the releasees for any claim that may arise or result from this Agreement or the carrying out of the Intended Use. Producer hereby assumes sole responsibility for all risks and hazards and waives all claims against the Releasees as provided above.

5. Producer recognizes and acknowledges that the Town makes no representations or warranties, express or implied, as to the nature and hazards or absence thereof on the Property. Producer further recognizes and agrees that while participating in the Intended Use that Producer is not an agent, servant, or employee of Town, and will not be covered by the Town for any worker's compensation, death, disability or other benefits.
6. Producer agrees to indemnify Town and Releasees for all costs, damages, fees, and any liability whatsoever arising from Producer's use of the Property, the Intended Use, or the film or video recorded at the Property.
7. If any action is brought to enforce or interpret the provisions of this Agreement, the Town shall recover from Producer its actual damages and reasonable costs and expenses, including, without limitation, reasonable attorneys' fees which are proven in such action.
8. Each Party agrees that this Agreement constitutes the complete and entire agreement between the Parties concerning its subject matter; that the Party has executed this Agreement based upon the express terms and provisions set forth herein; that the Party has not entered into this Agreement in reliance on any representations, oral or written, which are not set forth in this Agreement; and, that no previous agreement, either oral or written shall have any effect on the terms and provisions of this Agreement.
9. The Parties agree that this Agreement shall be performable in Denton County, that venue as to any action arising under this agreement shall lie in Denton County, Texas, and that the laws of the State of Texas shall govern the enforceability, interpretation, and legal effect of this Agreement.

AGREED:

Mark Ragunton

DATE: _____

AGREED:

Town of Hickory Creek

BY: Lynn C. Clark
TITLE: Mayor
DATE: _____

“APPLE” Film

Town Council Letter

Good afternoon,

My name is Mark and I hope you've had a great start to your week. I'm writing this letter and reaching out because I would like to discuss the possibility of using Sycamore Bend Park as a setting for a film that I will be producing in a few weeks.

I'm a producer in a film production team that hopes your council would be willing to open your doors to us. After scouting several locations, we feel that Sycamore Bend Park would offer a tremendous amount of production value to our film, given what we are trying to accomplish. I'm aware that this is a big ask on behalf of any group of individuals, but we hope you allow us the opportunity to showcase our professionalism and creative art.

I don't want to bore you with a long set of descriptions of what we're aiming to achieve, so I've gathered that information in a separate document called “Detailed Summary of Filming”. Inside of it, you'll find much more information about our production team, the story we're trying to tell, and specifics of where, when, and how we'd like to utilize Sycamore Bend Park as a location in our film.

However, If you're reading this, and you do in fact require that this information be shared with whoever is reading or listening, then below are the high-level details:

Our film is called “APPLE”. APPLE tells the story of when the last two alive on Earth are a 10-year-old boy and girl and how compromise and navigating through their differences is the only chance for humankind. It serves as a metaphor for the divide that we experience on a day-to-day basis, maybe even now, more than ever.

We only need access to the park for 1 day. Our crew is minimal, between 8-15 crew members. And our cast much less, between 2 and 4. We have production insurance to cover any incidents, but we of course will make sure we do everything to ensure nothing happens. Our cast and crew will park either in the designed campsites, or in the large public park nearing the boat ramp.

The scenes we're filming are small, but are a big part of our story. They require filming in a small wooded area (either one of the campsites, or the designed lunch-site area near the lake) and also near the boat ramp. One scene is during the beautiful sunset, which we hope to capture the beauty of Lake Lewisville. The other scene is to be taken place at night. In terms of page length, we're only filming half-of-a-page. The page length is a good representation of the complexity of what we're filming, and half-of-a-page is very minimal.

Our equipment is minimal, no large equipment will be used, just the basics (camera, tripods, sound equipment, etc). We'll of course have tables set aside for snacks, equipment, and general storage. Amongst the tables will be chairs so that we're comfortable. If anything happens, we're equipped, ready, and aware of the nearest medical centers.

I hope that's an adequate summary of our plan. If you of course need more information, please reach out to me at markraguntonx@gmail.com or directly at (972) 268-2677. After you've had the time to look over our details a little more in-depth, I'll be following-up with either Chris Chaudoir or Kristi Rogers regarding this opportunity. I'm looking forward to hearing more. Thank you so much for your time and consideration!

All the best,
Mark Ragunton

“APPLE” Film

Detailed Summary of Filming


FILM DETAILS

Production Title	APPLE (www.imdb.com/title/tt9758578)
Production Type	Narrative Short
Production Logline	When the last two alive on earth are a 10-year-old boy and girl, compromise and navigating through their differences is the only chance for humankind.
Production Estimated Runtime	10 minutes
Director	Doug Spaltro (www.dougspaltro.com)
Producer(s)	Mark Ragunton (https://www.markraguntonx.com) Jerry Zhang
Recent Filming Site References (The list provided is a recent list of organizations that one or more of our producers have worked with in successfully filming in their location and/or property.)	Location: Bastrop State Park Film: “The Scouts” Short Film Contact: <u>Cullen Sartor</u> (Park Superintendent) (512-332-6683) Location: Keenan Historic Cemetery Film: “Lily Is Here” Feature Film Contact: <u>Michael Mashburn</u> (Location Manager) (972-919-2635) Location: Dallas Family Church Film: “Lily Is Here” Feature Film Contact: <u>Mark Hernandez</u> (Location Supervisor) (214-789-9269)

FILMING Q&A


Do you have insurance?	Yes. Our production will be able to provide a liability insurance COI provided by “Next Insurance, Inc.”
What are the potential filming dates?	We’ll need access to the park for <u>only 1 day</u> . The possible filming dates will fall between the following: March 29 March 30 March 31 April 12

“APPLE” Film
Detailed Summary of Filming

	April 13 April 14
How many cast and crew do you have?	Crew will be between 8 and 15. Cast will be 3.
Where will crew/cast park?	<p>Dependent on filming locations, cast and crew will either park near the campsite lots or in the parking lot near the boat ramp. (See images below)</p>  <p>The image is an aerial photograph of a riverbank. A green circle highlights a dirt clearing area in the center of the bank. To the right of the clearing, there is a small white building and a dirt road. The text 'Sycamore Bend' is visible on the right side of the image.</p>

“APPLE” Film

Detailed Summary of Filming

	
What equipment will you be using for filming?	<p>We will be using a small and lightweight camera package. The scenes to be filmed are small scenes and will not require any large/heavy-duty equipment (such as large cranes, drones, etc.)</p> <p>We plan to have a silent generator to help power low-powered lights.</p>
Besides filming gear, what other production equipment will be brought in the park?	<p>1-2 tables for snacks & beverages 1-2 tables for neatly organizing filming equipment 8-16 folding chairs 1-2 canopy</p>
How long will you need to be in the park?	<p>In the sections below, you'll find how long we imagine to spend in each location of the park that we're planning to film. We've broken down the estimated set-up time, and the estimated filming time. Ideally, we'd like to have access to the park the entire day.</p>
What is your emergency medical plan?	<p>Designated crew members with spare vehicles and will be ready to transport anyone to the nearest hospital in the event of an emergency.</p>
What are some other questions you think we should be asking?	

“APPLE” Film

Detailed Summary of Filming

DESCRIPTION OF FILMING: “WOODS SCENE”

Film Scene Description

Scene 4: A tarp draped over a branch. Girl and boy sleep underneath. Boy wakes with a start. His eyes well.

Scene 6: A makeshift tent nestled in the trees. A flashlight glow seeps from under a blanket. Boy sleeps next to the picture of his father. Girl runs her finger across the torn edge. Girl turns off the flashlight and covers boy. She presses her back to his and closes her eyes.

Film Page Length

1/2 Page

Potential Setup Hours

4:00 PM - 7:30 PM

Potential Filming Hours

9:30 PM - 12:00 AM

Actual Location In Park

Lot 13 (see images below)



AND/OR

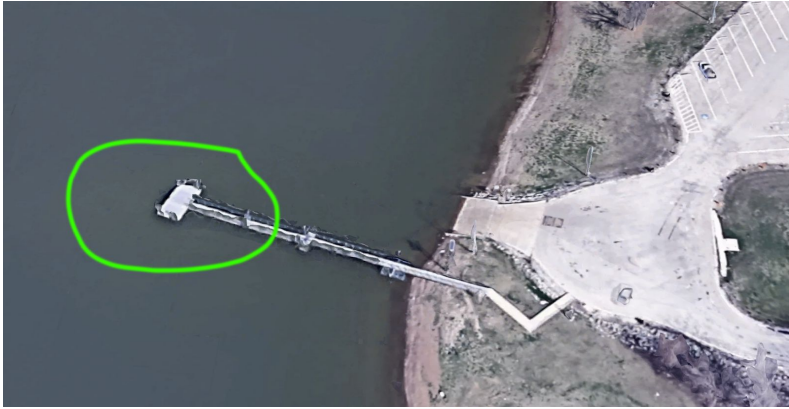
Area beside boat ramp (see image below)

“APPLE” Film

Detailed Summary of Filming

	
Land Alterations	Small stones placed near tarp positioned to resemble an extinguished fire-pit. Will be removed when finished with scene.

DESCRIPTION OF FILMING: “LAKE SCENE”

Film Scene Description	Scene 10: Older boy in a boat tethered to boat dock. Lays down. Motionless. The boat adrift. Water slaps the sides -- the only sound.
Film Page Length	1/8 Page
Potential Setup Hours	4:00 PM - 7:30 PM
Potential Filming Hours	7:30 PM - 9:00 PM
Actual Location In Park	Boat ramp (see image below) 
Land Alterations	None

“APPLE” Film
Detailed Summary of Filming



State Parks Division
Concessions
4200 Smith School Rd
Austin TX 78744

Application for Media Production in State Parks

Must be Filled out Completely – Not a Contract

TPWD Site (i.e., Name of Park, Natural Area): Bastrop State Park

Note: Completed application must be returned to the Park Superintendent. This is an application ONLY and must be completed by the requestor. Park Superintendent must submit completed application to Park Business Management staff for contract preparation, prior to Legal Division review. A non-refundable processing fee may be required for expedited applications less than ten (10) business days. Additional fees may be assessed. **Proof of liability insurance (minimum liability coverage of \$500,000.00) is required before filming begins.**

PRODUCER CONTACT AND INSURANCE INFORMATION

ACTUAL MEDIA PRODUCTION DATE(S) October 2-3, 2018		PROJECT TITLE The Scouts Film	
NAME OF PRODUCER AND PRODUCTION CO. (As appears on the certificate of insurance). Mark Ragunton (Reckless Energies, LLC)			
PERMANENT ADDRESS (MAILING AND PHYSICAL) INCL CITY, STATE, ZIP 483 Clearbranch Drive Lancaster, TX 75146			
PERMANENT TELEPHONE 972-268-2677		FAX NUMBER	
CONTACT NAME Mark Ragunton		CONTACT PHONE(S) 972-268-2677	
CONTACT E-MAIL ADDRESS markraguntonx@gmail.com			
FULL NAME OF AUTHORIZED SIGNER FOR FILM AGREEMENT W/ TPWD Mark Ragunton		TITLE OF AUTHORIZED SIGNER Producer	
INSURANCE COMPANY NAME Next Insurance, Inc.		AGENT NAME / CONTACT PHONE (855) 222-5919	

TYPE OF PRODUCTION / MEDIA DETAILS

<input type="checkbox"/> Stills – Advertising <input type="checkbox"/> Stills – Editorial <input type="checkbox"/> Stock Photo / Video / Film			
<input type="checkbox"/> Feature Film <input type="checkbox"/> TV Movie <input type="checkbox"/> TV Series / Pilot <input type="checkbox"/> Documentary / Travelogue			
<input type="checkbox"/> Commercial / Infomercial <input type="checkbox"/> Music Video <input type="checkbox"/> Industrial <input type="checkbox"/> Public Service Announcement			
<input checked="" type="checkbox"/> Other, explain: <u>Short Film</u>			
Equipment Set-Up Date(s) / Time(s) October 1, 2018		Tear-Down / Clean- Deadline Date/Time October 3, 2018	
List, Describe & give # of Equipment & Vehicles to be brought into the Park 3x Crew Vehicles, 3x Cast Vehicles (No large equipment/grip-trucks will be brought into the park, but possibly a van.)			
Lighting: <input type="checkbox"/> None <input type="checkbox"/> Reflectors only <input checked="" type="checkbox"/> Yes (explain) _____ LED lights, tungsten fresnels (650W)			
Road:		Date/time: <input type="checkbox"/> Closure requested	
<input type="checkbox"/> Running shots <input type="checkbox"/> Driving shots <input type="checkbox"/> Drive-bys <input type="checkbox"/> Tow shots <input type="checkbox"/> Drive ups & Away <input type="checkbox"/> Wet down road			
<input checked="" type="checkbox"/> Camera/Equipment on Road Shoulder <input type="checkbox"/> Camera/Equipment on median			
<input type="checkbox"/> Other (explain): _____			

SHOOTING SCHEDULE BY LOCATION

DATE	LOCATION	START TIME	END TIME	FILM	PREP	STRIKE	# OF CAST AND CREW
10/1/18	Cabin #3, #4, and #5	2PM	7PM	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	15
10/2/18	Pioneer Village Cabins	10:30AM	8:30PM	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15
10/3/18	Bastrop Campsites	10:30AM	8:30PM	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	15

DETAILED SUMMARY OF SCENE(S) OR DESCRIPTION OF PRODUCTION

(REQUEST INCLUDING: description of production content, set construction, parking, sanitary facilities, crowd control, emergency medical plan, off road activity, trail use, or use of any building and site clean-up. List any special activities which include children, animals or aircraft. Include any proposed Site Plan(s). Please also note any planned permanent or temporary construction, modification of structures, ground disturbance, or removal of vegetation.

ATTACH ADDITIONAL PAGES FOR INFORMATION NEEDED TO EVALUATE MEDIA PRODUCTION APPLICATION

(View additional page attached titled "Detailed Summary of Scenes(s) and Description of Production")

LIST TWO RECENT SITE REFERENCES

1. LOCATION: Keenan Historic Cemetary (for "Lily Is Here" film)	2. LOCATION: Dallas Family Church (for "Lily Is Here" film)
LOCATION MANAGER: Michael Mashburn (City owned, may be multiple)	LOCATION MANAGER: Mark Hernandez
CONTACT NAME: Michael Mashburn	CONTACT NAME: Mark Hernandez
CONTACT PHONE(S): (972) 919-2635	CONTACT PHONE(S): (214) 789-9269

GENERAL CONDITIONS OF MEDIA PRODUCTION IN (TPWD) STATE PARKS**Applicants shall agree that media production:**

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. is compatible / does not interfere with the enjoyment / activities of park visitors; 2. will not damage facilities or resources or interfere with park operations; 3. will not disrupt wildlife; 4. will not imply the endorsement of TPWD for the content of the PRODUCTION; | <ol style="list-style-type: none"> 5. will acknowledge the TPWD's cooperation; 6. is consistent in the Executive Director's judgment with the purposes for/conditions on which, the property where the media production is to take place was acquired; and 7. will conform with all applicable statutes, rules, policies, and procedures of the Park staff who supervise the media production. |
|---|---|

PRODUCER'S AGREEMENT (Note: Ultimate execution of a media production agreement is contingent on application approval.)

I, the undersigned, and the organization which I represent, will comply with the rules and procedures related to filming at a Texas Parks and Wildlife Department facility. By signature below, I hereby acknowledge understanding and acceptance of the terms and conditions of the agreement and agree to comply with State Parks applicable laws in regards to media production in State Parks.

ORGANIZATION (Typed or printed): Reckless Energies, LLC	TITLE OF AUTHORIZED REPRESENTATIVE Member
SIGNATURE (AUTHORIZED REPRESENTATIVE) <i>Mark Ragunton</i>	DATE 8/19/2018
PRINTED NAME OF SIGNER ABOVE: Mark Ragunton	

DETAILED SUMMARY OF SCENES AND DESCRIPTION OF PRODUCTION

THE SCOUTS FILM

DATES: Oct 1-3, 2018

TYPE: Short Film

LOGLINE: Three outcasted friends decide to go camping on their last weekend together, but a mysterious mishap guides them to a desolated cabin inhabited with an inhumane biologist.

CREW MEMBERS: ~10

CAST MEMBERS: ~5

ESTIMATED RUNTIME: 5 minutes

PAGES TO BE FILMED ON LOCATION: 8 pages

EMERGENCY MEDICAL PLAN: Designated crew members with spare vehicles.

PARKING: All crew/cast vehicles will be parked in the designated parking areas outside of the cabins.

DESCRIPTION OF SCENES

CABIN SCENE

- **Description:** Three characters enter a cabin in hopes of finding another lost character. They look and search around the small cabin without success. Within the cabin, they find a map detailing the missing character's whereabouts. Shortly after, they have a small conversation and exit the cabin.
- **Set Construction:** Minimal prop placement on tables.
- **Actual Location:** Bastrop State Park Cabin #4
- **Shooting Day:** October 3rd

MORNING CAMPFIRE SCENE

- **Description:** Three characters gather around a campfire that has been put-out in the morning. Around this put-out campfire, the characters realize that one of their friends has gone missing after hearing a scream in the distance. They have a conversation on what the next steps are.
- **Set Construction:** None

- **Actual Location:** Fire ring area in camping site area at Bastrop State Park
- **Shooting Day:** October 2nd

WOODED AREA SCENE

- **Description:** A character take photographs of the nature around them. After hearing a scream, this character spots a desolate cabin through the trees and bushes.
- **Set Construction:** None
- **Actual Location:** Surrounding area of “Pioneer Village Cabin Area” at Bastrop State Park
- **Shooting Day:** October 2nd



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next Insurance, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext): (855) 222-5919		
	E-MAIL ADDRESS: support@next-insurance.com		
INSURED Mark Ragunton Reckless Energies, LLC 483 Clearbranch Dr Lancaster, TX 75146	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Alternative Insurance Corporation		19720
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		


COVERAGES **CERTIFICATE NUMBER:** 7337782 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			4RA2GL0001419-00	08/18/2018	08/18/2019	EACH OCCURRENCE	\$1,000,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000.00
							MED EXP (Any one person)	\$5,000.00
							PERSONAL & ADV INJURY	\$1,000,000.00
							GENERAL AGGREGATE	\$2,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000.00
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If Certificate Holder requires additional insured status by written agreement with the insured, then Certificate Holder is an additional insured on the policy per endorsement form GL2007

CERTIFICATE HOLDER Texas Parks and Wildlife 4200 Smith School Rd Austin, TX 78744	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Backup material for agenda item:

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. 2019-0312-2**

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 12th day of March, 2019.

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

AGREEMENT FOR COLLECTION OF SOFT RECYCLABLES

This Agreement for the Collection of Soft Recyclables ("Agreement") is made and entered into this 12th day of March, 2019, (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: _____
Lynn C. Clark, Mayor
Town of Hickory Creek

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

By: _____
Adam Winfield, President

FREE CURBSIDE CLOTHING & HOME GOODS RECYCLING PROGRAM

FREE

TURN
KEY

SIMPLE
& EASY

SAVE \$
MAKE \$

The logo for Simple Recycling, featuring the word "simple" in blue and "recycling" in green, with a green curved line above the "e" in "simple".

THE FACTS ABOUT TEXTILE WASTE

THE PROBLEM IS BIGGER THAN IT MIGHT SEEM



Clothing, appliances, durables and furniture account for approximately 15% of the residential waste stream



85% of textiles are NOT recycled or donated



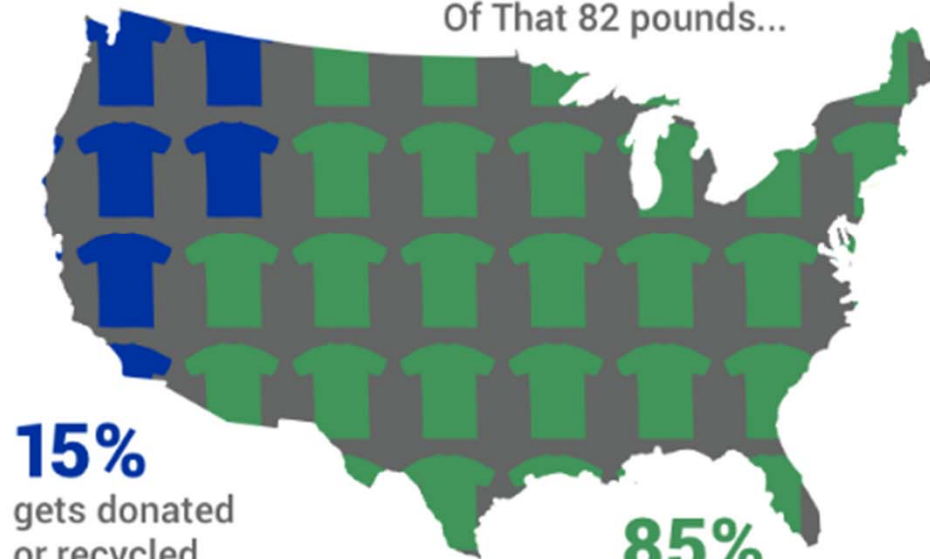
EPA estimates 70 lbs./person of clothing are thrown away each year.

The U.S generates an average of
25 BILLION POUNDS
of textiles* per year.¹

* Textiles includes clothing, footwear, accessories,
towels, bedding, drapery, etc.

That's about
82 POUNDS
per U.S. resident.

Of That 82 pounds...

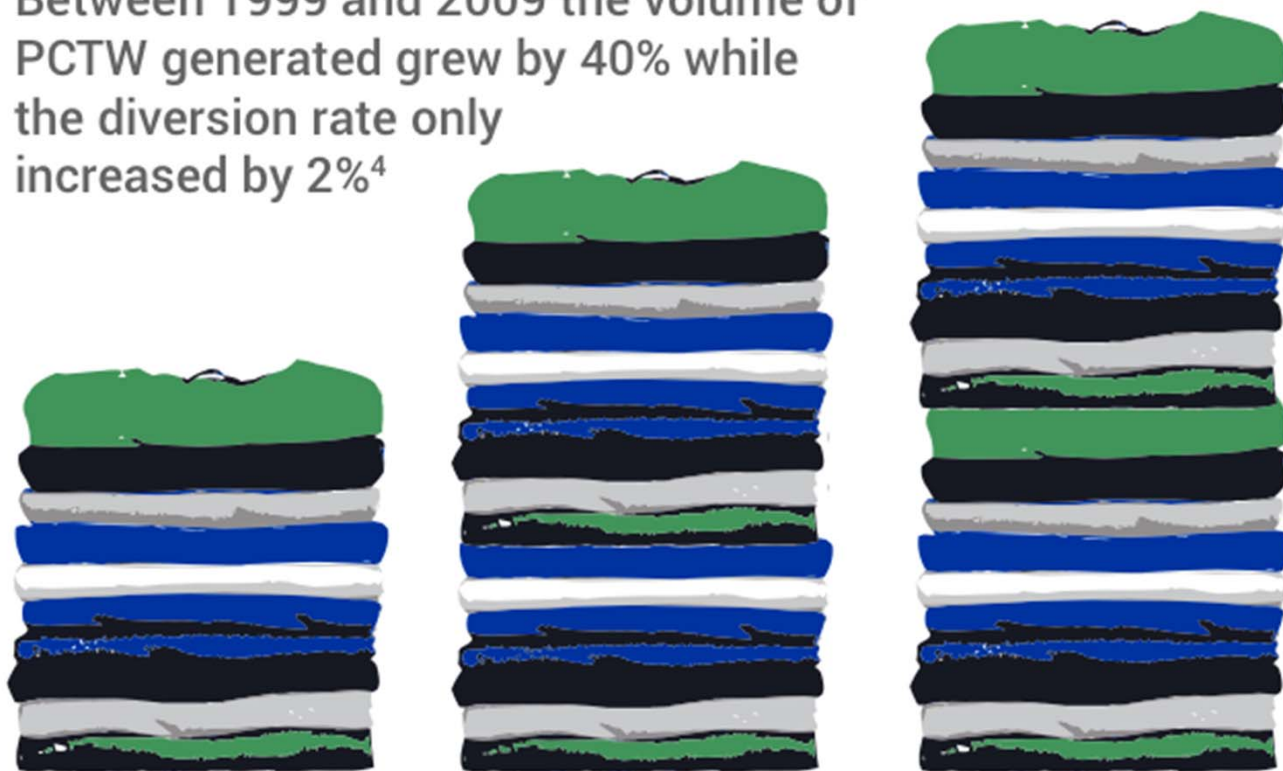


15%
gets donated
or recycled
3.8 billion lbs recovered
through donation/recycling;
(12 lbs. per person.)

85%
goes to our landfills.²
(70 lbs. per person)

AND THIS AMOUNT IS GROWING

Between 1999 and 2009 the volume of PCTW generated grew by 40% while the diversion rate only increased by 2%⁴



Mission: Apply Proven Curbside Collection Model to dramatically reduce residential waste

Requirements:

- Offer the maximum convenience to residents
- Keep it Simple to understand and utilize
- Free of cost for city and residents
- Revenue for the city



COST TO YOUR RESIDENTS = \$0
COST TO YOUR CITY = \$0



Details & Logistics

Simple Recycling provides:

- Free residential curbside pickup service
- Specially designed recycling collection bags
- All informational materials
- All trucking, pickup expenses & program management
- Local jobs
- All related insurance coverage
- Work with local non-profits and charity groups to increase total recycling versus compete against them

Your city provides:

- Supplemental notification & information to residents



WHAT HAPPENS TO YOUR RECYCLED USED CLOTHING?

Once a resident determines that their clothing, shoes, handbags, or household textiles have reached the end of their useful life, materials are collected by Simple Recycling and collected clothing is sorted and graded for condition.



10-20%

Top quality materials are sold to local thrift stores where they create access to low cost clothing and jobs for local residents.



80%

The vast majority of clothing collected is not resaleable in the U.S. so it is further sorted for international export or broken down for raw materials.



45%

Reused and Repurposed
Majority exported as secondhand clothing.



30%

Recycled and Converted
Reclaimed wiping rags are used in various ways as industrial and residential absorbents.



20%

Recycled into Fiber
Post-consumer fiber is used to make home insulation, carpet padding, and raw material for the automotive industry.



Only **5%** ends up as waste.

Thrift industry employs nearly 100,000 workers in the U.S. with over \$1 billion wages paid. In addition, private sector recyclers create an additional 15,000 to 20,000 jobs nationally.¹

Texas Cities That Participate In Simple Recycling

- Plano, TX
- Bedford, TX
- Haltom City, TX
- Kennedale, TX
- Little Elm, TX
- Sugar Land, TX
 - Austin, TX
- The Woodlands, TX



Live Green in Plano

February 22 at 8:40am · 🌐

Since the launch of Simple Recycling in Plano, we've collected over 92,000 pounds of material to be diverted from the landfill. Continue to recycle your textiles with Simple Recycling or through charitable donations and keep your clothes out of the trash! <https://www.plano.gov/2989/Curbside-Textile-Recycling>



 **simplerecycling**

Hickory Creek Collection Estimates

Estimated Collection Volume
Up to 12,000 pounds/Year

Cost to City: \$0.00

Cost to Residents : \$0.00

FREE CURBSIDE CLOTHING & HOME GOODS RECYCLING PROGRAM

FREE

TURN
KEY

SIMPLE
& EASY

SAVE \$
MAKE \$

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