

PUBLIC NOTICE
TOWN OF HICKORY CREEK
REGULAR MEETING OF THE TOWN COUNCIL
1075 RONALD REAGAN AVENUE
October 17, 2017; 6:30 P.M.

Notice is hereby given as required by Title 5; Chapter 551.041 of the Government Code that the Town Council of the Town of Hickory Creek will hold their regular meeting on October 17, 2017; at 6:30 P.M., in the Council Chambers of the Town Hall Building located at 1075 Ronald Reagan Avenue. "NOTE: If, during the course of the meeting, any discussion of any item on the agenda should be held in a closed meeting, the Council will conduct a closed meeting in accordance with the TEXAS OPEN MEETING ACT, TEX. GOVT. CODE, Chapter 551, Sub-Chapters (d) and (e)". The agenda follows:

Regular Session:

A. Call to Order

Roll Call

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

Invocation

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

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

Business:

B. Public Hearing:

1. No Public Hearing

C. Consent Agenda Items:

1. September 2017 Council Meeting Minutes
2. September 2017 Financial Statements
3. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an equipment lease agreement by and between the Town of Hickory Creek and NDS Leasing.

D. Regular Agenda Items:

1. Ceremonial Oath of Office and Presentation of Badge to Officer Madison McGrew.

2. Presentation regarding the Lake Cities Fire Department from Deputy Chief Michael Ross.
3. Consider and act on appointments to the Economic Development Corporation.
4. Consider and act on an ordinance amending the 2016-2017 Fiscal Year Budget.
5. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute a service agreement by and between the Town of Hickory Creek and the Payment Group, LLC. and its division Trafficpayment.com.
6. Consider and act on a development agreement between the Town of Hickory Creek and Cornelius Center Investors, L.L.P. regarding public improvements to Turbeville Road and Point Vista Road.
7. Consider and act on the 2018 day use park fees for Hickory Creek residents.
8. Consider and act on authorizing the town administrator to purchase vehicles for public works and code enforcement.
9. Consider and act on purchasing speed display signage.
10. Consider and act on implementing a K-9 unit.
11. Discussion regarding the Texas Oklahoma Patriot Shootout (T.O.P.S.)
12. Discussion regarding current road and sidewalk projects.

E. 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. and Section 551.074 Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

1. Town Administrator

F. Reconvene into Open Session:

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

G. Adjournment:



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 10/17/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.1

Call to Order



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 10/17/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.2

Roll Call



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 10/17/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.3

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



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 10/17/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.4

Invocation



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 10/17/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.5

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



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 10/17/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.6

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



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 10/17/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. B.1

No Public Hearing



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 10/17/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.1

September 2017 Council Meeting Minutes

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

The town council of the Town of Hickory Creek, Texas convened in a regular session on September 19, 2017 at 5:30 p.m. in the council chambers, located at 1075 Ronald Reagan Avenue. Notice of the meeting was posted as required by Title 5, Chapter 551 of the Texas Government Code. The following members were present and constituted a quorum of members:

Lynn Clark, Mayor
Tracee Elrod, Councilmember Place 1
Richard DuPree, Councilmember Place 2
Chris Gordon, Councilmember Place 3 arrived at 5:35 p.m.
Paul Kenney, Mayor Pro Tem
Ian Theodore, Councilmember Place 5 arrived at 5:40 p.m.

Also in attendance were:

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

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

The Town Council convened into executive session at 5:34 p.m. and reconvened at 6:25 p.m. No action was taken on matters discussed.

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

Councilmember Kenney gave the invocation.

Presentation of Awards

Mayor Clark presented plaques of appreciation to Gabriel Flores and Gunner Lewis for completion of Eagle Scout projects in Hickory Creek.

Items of Community Interest

See You at the Station will be held at town hall on September 20, 2017 at 7:00 a.m. The community is invited to attend.

The Cowboy Car Show will be held on September 23, 2017 from 10:00 a.m. until 3:00 p.m. at Bentley Station in Lake Dallas. The event will benefit the Assist the Officer Foundation in Dallas, Texas.

The Parks and Recreation Board will host a Halloween event in Sycamore Bend Park on October 21, 2017 from 5:00 p.m. until 9:00 p.m. The event is family friendly and activities for all ages are planned.

Lake Cities Seniors meet every Tuesday from 10:00 a.m. until 12:00 p.m. at Lake Dallas City Hall. The group plays games followed by a potluck luncheon.

A fundraiser will be held on November 6, 2017 from 5:00 p.m. until 9:00 p.m. at Chilitos Mexican Restaurant in Lake Dallas to benefit the Hickory Creek Animal Shelter.

Public Comment

Ron Furtick, 1500 Turbeville Road, stated six months ago, he watched as the council passed a new law. He believes he has complied with this new law. He fully intends to continue complying in the future. Without a vibrant downtown providing retail sales tax, the town council will be forced to raise taxes on property owners in town every year like clockwork for decades to come. He would like for the council to change the zoning on his property to create a walkable downtown area. Mr. Furtick stated If the council continues to harass him and his business interest, he will ground lease his property for the next 50 years to the highest bidder based on the current zoning.

John Moore, 155 Overly Drive, Lake Dallas, is an independent associate with LegalShield. He stated the recent Equifax data breach could affect 143 million people. LegalShield offers a voluntary benefit for employees to help reduce absenteeism, to increase productivity and help reduce stress. He would like the opportunity to meet with the decision makers to offer LegalShield to employees.

Item B - Public Hearing

B (1) - Public Hearing: To hear public opinion on the proposed 2017--2018 Fiscal Year Budget.

Mayor Clark called the public hearing to order at 6:41 p.m.

Ron Furtick, 1500 Turbeville Road, stated he was not opposed to the budget. He worries homeowners will pay for the increased budget. He prefers economic development. He has explained over the years that creating economic development is difficult. A partnership between the town, developers, the retailers and restaurants tenanting the commercial center must be developed. His definition of success includes big budgets with new revenue from economic development. His definition of failure is no restaurants, no retail development and homeowners constantly being forced to pay higher and higher tax bills every year.

With no one else wishing to speak, Mayor Clark closed the public hearing at 6:45 p.m.

Item C – Consent Agenda Items

1. August 2017 Council Meeting Minutes
2. August 2017 Financial Statements
3. Consider and act on an ordinance of the Town Council of Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 8: Offenses and Nuisances; Article 8.09, Restrictions on Sex Offenders by amending Section 8.09.02 Sex Offender Residency Prohibition.

Motion: made by Councilmember DuPree to approve consent agenda Items C1 - C3. Motion seconded by Councilmember Elrod.

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

Nays: None

MOTION PASSED UNANIMOUSLY

Item D – Regular Agenda Items

D (1) - Consider and act on an ordinance of the Town of Hickory Creek, Texas annexing the hereinafter described territory to the Town of Hickory Creek, Denton County, Texas commonly known as the Steeplechase North Addition and extending the boundary limits of said Town so as to include said Town Limits, and granting all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all the acts, ordinances, resolutions and regulations of said Town; and adopting a service plan.

Motion: made by Councilmember Kenney to approve an ordinance of the Town of Hickory Creek, Texas annexing the hereinafter described territory to the Town of Hickory Creek, Denton County, Texas commonly known as the Steeplechase North Addition and extending the boundary limits of said Town so as to include said Town Limits, and granting all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all the acts, ordinances, resolutions and regulations of said Town; and adopting a service plan.

Motion seconded by Councilmember Theodore.

Councilmember Elrod voted Aye.

Councilmember DuPree voted Aye.

Councilmember Gordon voted Aye.

Councilmember Kenney voted Aye.

Councilmember Theodore voted Aye.

Nays: None

MOTION PASSED UNANIMOUSLY

D (2) - Consider and act on a resolution of the Town Council of the Town of Hickory Creek updating the Hickory Creek Public Improvement District No. 1 Service and Assessment Plan and Assessment Roll - Maintenance/Services.

Mary Petty, P3Works, stated the Services and Assessment Plan – Maintenance/ Services dissolves the assessments for safety services and road maintenance which are no longer necessary with the annexation of the property.

Motion: made by Councilmember Gordon to approve resolution 2017-09-0919-1 as presented.

Motion seconded by Councilmember Elrod.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (3) - Consider and act on a resolution of the Town Council of the Town of Hickory Creek updating the Hickory Creek Public Improvement District No. 2 Service and Assessment Plan and Assessment Roll.

Motion: made by Councilmember Gordon to approve Town of Hickory Creek resolution 2017-09-0919-2. Motion seconded by Councilmember Theodore.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (4) - Consider and act on appointments to the Parks and Recreation Board.

The town council interviewed Calin Giuroiu for the Parks and Recreation Board. Smita Pascual submitted an application but was unable to attend.

Motion: made by Councilmember Gordon to appoint Smita Pascual to Place 2 and Calin Giuroiu to Place 3 of the Parks and Recreation Board. Motion seconded by Councilmember DuPree.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (5) - Consider and act on permit application from Wal-Mart, 1035 Hickory Creek Blvd., Hickory Creek, Texas 75065, for temporary storage containers for seasonal merchandise and related fees.

Motion: made by Councilmember Theodore to approve the permit application from Wal-Mart for ten temporary storage containers with a fee of \$2,000. Motion seconded by Councilmember DuPree.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (6) - First reading of a resolution of the Town Council of the Town of Hickory Creek, Texas, approving a Type B economic development project by authorizing the Hickory Creek Economic Development Corporation to acquire approximately 1.0104 acre tract or tracts of land.

Mayor Clark read the first reading of the resolution approving a Type B economic development project by authorizing the Hickory Creek Economic Development Corporation to acquire approximately 1.0104 acre tract or tracts of land in amount of \$500,000.00.

D (7) - Second reading of a resolution and consideration and action by the Town Council of the Town of Hickory Creek, Texas, approving a Type B economic development project by authorizing the Hickory Creek Economic Development Corporation to acquire approximately 1.0104 acre tract or tracts of land.

Mayor Clark read the second reading of the resolution approving a Type B economic development project by authorizing the Hickory Creek Economic Development Corporation to acquire approximately 1.0104 acre tract or tracts of land in amount of \$500,000.00.

Motion: made by Councilmember Theodore to approve resolution 2017-09-0919-3 in the amount of \$500,000.00, authorizing the EDC to acquire approximately 1.104 acre of property. Motion seconded by Councilmember Elrod.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (8) - First reading of a resolution of the Town Council of the Town of Hickory Creek, Texas, approving a Type B economic development project by approving a performance agreement and related documents by and between the Hickory Creek Economic Development Corporation and Hard Sun V, Inc., a Texas corporation.

Mayor Clark read the first reading of the resolution approving a Type B economic development project by approving a performance agreement and related documents by and between the Hickory Creek Economic Development Corporation and Hard Sun V, Inc., a Texas corporation.

D (9) - Second reading of a resolution and consideration and action by the Town Council of the Town of Hickory Creek, Texas, approving a Type B economic development project by approving a performance agreement and related documents by and between the Hickory Creek Economic Development Corporation and Hard Sun V, Inc., a Texas corporation.

Mayor Clark read the second reading of the resolution approving a Type B economic development project by approving a performance agreement and related documents by and between the Hickory Creek Economic Development Corporation and Hard Sun V, Inc., a Texas corporation.

Motion: made by Councilmember Gordon to approve resolution 2017-09-0919-4 as presented. Motion seconded by Councilmember DuPree.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (10) - Consider and act on a resolution of the Town Council of the Town of Hickory Creek establishing the Town of Hickory Creek Benefits Trust Fund; authorizing the trust agreement for the Town of Hickory Creek.

Motion: made by Councilmember Gordon to approve resolution 2017-09-0919-5 as presented. Motion seconded by Councilmember Elrod.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (11) - Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute a development agreement by and between the Town of Hickory Creek and Westwood Residential.

No action taken.

Item E - Executive Session: The Town Council convened into executive session at 7:14 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. and Section 551.074 Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

1. Review of individual employees' performance.
2. 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.)

Item F - Reconvene into Open Session: The Town Council reconvened into open session at 9:44 p.m.

Motion: made by Councilmember Elrod to approve individual employee reviews as presented. Motion seconded by Councilmember Theodore.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (12) - Consider and act on purchasing a patrol vehicle for the police department to include a light package, camera system, radar and in-car computer.

Motion: made by Councilmember Kenney to approve purchasing a patrol vehicle for the police department to include a light package, camera system, radar and in-car computer as presented in an amount not to exceed \$52,408.00 utilizing Priority Public Safety. Motion seconded by Councilmember Elrod.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (13) - Consider and act on an ordinance adopting and approving the budget for the fiscal year beginning October 1, 2017 and ending September 30, 2018; providing for expenditure of funds, providing for filing of budget and ordinance.

Motion: made by Councilmember Kenney to approve an ordinance adopting and approving the budget for the fiscal year beginning October 1, 2017 and ending September 30, 2018 as presented.

Motion seconded by Councilmember Elrod.

Councilmember Elrod voted Aye.

Councilmember DuPree voted Aye.

Councilmember Gordon voted Aye.

Councilmember Kenney voted Aye.

Councilmember Theodore voted Aye.

Nays: None

MOTION PASSED UNANIMOUSLY

D (14) - Consider and act on an ordinance of the Town Council of the Town of Hickory Creek ratifying the property tax increase reflected in the fiscal year 2017-2018 budget.

Motion: made by Councilmember Gordon to approve an ordinance of the Town Council of the Town of Hickory Creek ratifying the property tax increase reflected in the fiscal year 2017-2018 budget.

Motion seconded by Councilmember Theodore.

Councilmember Elrod voted Aye.

Councilmember DuPree voted Aye.

Councilmember Gordon voted Aye.

Councilmember Kenney voted Aye.

Councilmember Theodore voted Aye.

Nays: None

MOTION PASSED UNANIMOUSLY

D (15) - Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, accepting the 2017 Certified Tax Roll for the Town of Hickory Creek; approving the 2017 Ad Valorem Tax Rate and Levying 0.366933 on each one hundred dollars of assessed valuation of all taxable property within the corporate limits of the Town for the fiscal year beginning October 1, 2017 and ending September 30, 2018.

Motion: made by Councilmember Elrod to approve an ordinance of the Town Council of the Town of Hickory Creek, Texas, accepting the 2017 Certified Tax Roll for the Town of Hickory Creek; approving the 2017 Ad Valorem Tax Rate and Levying 0.366933 on each one hundred dollars of assessed valuation of all taxable property within the corporate limits of the Town for the fiscal year beginning October 1, 2017 and ending September 30, 2018. Motion seconded by Councilmember Dupree

Councilmember Elrod voted Aye.

Councilmember DuPree voted Aye.

Councilmember Gordon voted Aye.

Councilmember Kenney voted Aye.

Councilmember Theodore voted Aye.

Nays: None

MOTION PASSED UNANIMOUSLY

D (16) - Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute a mutual aid agreement by and between the Town of Hickory Creek and North Central Texas Public Works.

Motion: made by Councilmember Theodore to approve a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute a mutual aid agreement by and between the Town of Hickory Creek and North Central Texas Public Works. Motion seconded by Councilmember Elrod.
Ayes: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenney and Councilmember Theodore.
Nays: None

MOTION PASSED UNANIMOUSLY

D (17) - Consider and act on proposals submitted for roof repairs and enhancements for the town hall facility.

Motion: made by Councilmember Gordon to authorize the town administrator to accept and implement a proposal for roof repairs and enhancements for the town hall facility in an amount not to exceed \$25,000. Motion seconded by Councilmember Kenney.
Ayes: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenney and Councilmember Theodore.
Nays: None

MOTION PASSED UNANIMOUSLY

D (18) - Discussion regarding the Texas Oklahoma Patriot Shootout (T.O.P.S.)

Discussion took place regarding the T.O.P.S event. Discussions included the town, not the parks and recreation board organizing the event, possible name change, enlisting volunteers, and donations.

D (19) - Discussion regarding current road and sidewalk projects.

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

Item G – Adjournment

Motion: made by Councilmember Kenney to adjourn the meeting. Motion seconded by Councilmember Elrod.
Ayes: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenney and Councilmember Theodore.
Nays: None

MOTION PASSED UNANIMOUSLY

The meeting did then stand adjourned at 10:37 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 10/17/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.2

September 2017 Financial Statements

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

	<u>Sep 30, 17</u>
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	17,454.13
BOA - Building Security	11,861.55
BOA - Court Technology	148.93
BOA - Drug Forfeiture	9,109.17
BOA - Drug Seizure	592.07
BOA - General Fund	-6,170.16
BOA - Parks and Recreation	92,819.96
BOA - Payroll	250.00
BOA - Police State Training	5,175.55
Logic Animal Shelter Facility	9,064.97
Logic Harbor Ln-Sycamore Bend	326,500.86
Logic HC PID No.1 Road	23,052.14
Logic HC PID No.1 Safety	93,613.79
Logic Hickory Creek PID No. 1	367,732.36
Logic Hickory Creek PID No. 2	71,960.63
Logic Investment Fund	2,693,856.37
Logic Street & Road Improvement	2,135,605.32
Logic Turbeville Road	203,350.48
	<hr/>
Total Checking/Savings	6,055,978.12
	<hr/>
Total Current Assets	6,055,978.12
Other Assets	
Harbor Lane/Sycamore Bend Road	-358,750.00
	<hr/>
Total Other Assets	-358,750.00
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TOTAL ASSETS	5,697,228.12
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LIABILITIES & EQUITY	0.00

Town of Hickory Creek
Profit & Loss
September 2017

	<u>Sep 17</u>
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	499.20
4004 M&O Penalties & Interest	516.56
4006 Delinquent M&O	1,417.21
4008 I&S Debt Service	686.98
4010 I&S Penalties & Interest	401.66
4012 Delinquent I&S	917.43
	<hr/>
Total Ad Valorem Tax Revenue	4,439.04
Building Department Revenue	
4102 Building Permits	16,331.25
4106 Contractor Registration	1,275.00
4112 Health Inspections	2,300.00
4124 Sign Permits	275.00
4128 Variance Fee	400.00
4132 Alarm Permit Fees	50.00
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Total Building Department Revenue	20,631.25
Franchise Fee Revenue	
4212 Waste Management	2,098.08
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Total Franchise Fee Revenue	2,098.08
Interest Revenue	
4302 Animal Shelter Interest	9.86
4304 Building Security Interest	0.19
4308 Drug Forfeiture Interest	0.15
4310 Drug Seizure Interest	0.01
4314 Logic Investment Interest	2,837.05
4320 Logic Street/Road Improv.	2,249.13
4322 Logic Turbeville Road	214.16
4326 PD State Training Interest	0.09
4328 Logic Harbor/Sycamore Bend	343.85
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Total Interest Revenue	5,654.49
Interlocal Revenue	
4402 Corp Contract Current Year	10,121.04
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Total Interlocal Revenue	10,121.04
Miscellaneous Revenue	
4502 Animal Adoption & Impound	260.00
4508 Annual Park Passes	389.10
4510 Arrowhead Park Fees	1,482.00
4512 Beer & Wine Permit	30.00
4526 Mineral Rights	40.43
4530 Other Receivables	589.40
4536 Point Vista Park Fees	270.00
4550 Sycamore Bend Fees	723.00
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Town of Hickory Creek
Profit & Loss
September 2017

	<u>Sep 17</u>
Total Miscellaneous Revenue	3,783.93
Municipal Court Revenue	
4602 Building Security Fee	884.81
4604 Citations	52,959.90
4606 Court Technology	1,179.74
4612 State Court Costs	20,118.79
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Total Municipal Court Revenue	75,143.24
Sales Tax Revenue	
4702 Sales Tax General Fund	82,701.64
4704 Sales Tax Road Maintenance	16,540.33
4706 Sales Tax 4B Corporation	33,080.66
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Total Sales Tax Revenue	132,322.63
Total Income	<hr/> 254,193.70
Gross Profit	254,193.70
Expense	
Capital Outlay	
5010 Street Maintenance	2,726.48
5012 Streets & Road Improvement	165,116.55
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Total Capital Outlay	167,843.03
General Government	
5202 Bank Service Charges	25.00
5206 Computer Hardware/Software	250.54
5208 Copier Rental	265.92
5212 EDC Tax Payment	72,911.75
5216 Volunteer/Staff Events	441.81
5218 General Communications	-40.00
5222 Office Supplies & Equip.	357.49
5224 Postage	249.30
5226 Community Cause	452.94
5228 Town Council/Board Expense	261.69
5234 Staff Uniforms	79.89
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Total General Government	75,256.33
Municipal Court	
5304 Building Security	172.82
5312 Court Technology	200.00
5318 Merchant Fees/Credit Cards	-508.35
5322 Office Supplies/Equipment	147.88
5326 Training & Education	200.00
5332 Warrants Collected	7,815.58
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Total Municipal Court	8,027.93
Parks and Recreation	
5402 Events	360.01
5408 Tanglewood Park	259.27
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Town of Hickory Creek
Profit & Loss
September 2017

	<u>Sep 17</u>
Total Parks and Recreation	619.28
Parks Corps of Engineer	
5432 Arrowhead	401.67
5434 Harbor Grove	63.66
5436 Point Vista	215.98
5438 Sycamore Bend	288.22
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Total Parks Corps of Engineer	969.53
Personnel	
5502 Administration Wages	18,525.05
5504 Municipal Court Wages	7,266.19
5506 Police Wages	44,996.66
5507 Police Overtime Wages	19.83
5508 Public Works Wages	9,960.96
5509 Public Works Overtime Wage	241.41
5510 Health Insurance	18,728.66
5514 Payroll Expense	1,221.54
5516 Employment Exams	200.98
5518 Retirement (TMRS)	18,752.29
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Total Personnel	119,913.57
Police Department	
5602 Auto Gas & Oil	2,767.12
5606 Auto Maintenance & Repair	9,631.10
5610 Books & Subscriptions	317.00
5612 Computer Hardware/Software	3,129.30
5614 Crime Lab Analysis	539.00
5626 Office Supplies/Equipment	237.23
5630 Personnel Equipment	1,699.08
5634 Travel Expense	484.70
5636 Uniforms	445.52
5640 Training & Education	790.00
5646 Community Outreach	273.00
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Total Police Department	20,313.05
Public Works Department	
5708 Animal Control Vet Fees	670.41
5710 Auto Gas & Oil	1,543.81
5714 Auto Maintenance/Repair	4,650.08
5716 Beautification	1,888.15
5722 Equipment	9,595.00
5724 Equipment Maintenance	4,335.21
5728 Equipment Supplies	779.02
5732 Office Supplies/Equipment	291.72
5734 Radios	484.20
5738 Training	400.00
5740 Travel Expense	462.83
5742 Uniforms	861.06
	<hr/>
Total Public Works Department	25,961.49

Town of Hickory Creek
Profit & Loss
September 2017

	<u>Sep 17</u>
Services	
5802 Appraisal District	2,571.23
5804 Attorney Fees	9,996.71
5812 Document Management	142.45
5814 Engineering	2,892.41
5816 General Insurance	2,500.00
5818 Inspections	1,320.00
5822 Legal Notices/Advertising	1,425.65
5826 Municipal Judge	1,860.00
5828 Printing	24.99
5832 Computer Technical Support	2,400.00
	<hr/>
Total Services	25,133.44
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	6,599.69
5904 Electric	4,834.38
5906 Gas	101.39
5908 Street Lighting	5,444.56
5910 Telephone	9,960.24
5912 Water	860.49
	<hr/>
Total Utilities & Maintenance	27,800.75
Total Expense	<hr/> 471,838.40
Net Ordinary Income	<hr/> -217,644.70
Net Income	<hr/> <hr/> -217,644.70

Town of Hickory Creek
Budget vs. Actual Year to Date 100%
 October 2016 through September 2017

	Oct '16 - Sep 17	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	837,914.53	844,833.00	99.2%
4004 M&O Penalties & Interest	5,800.08	4,300.00	134.9%
4006 Delinquent M&O	4,271.08	2,000.00	213.6%
4008 I&S Debt Service	804,723.45	811,482.00	99.2%
4010 I&S Penalties & Interest	4,874.92	3,700.00	131.8%
4012 Delinquent I&S	3,611.96	3,300.00	109.5%
Total Ad Valorem Tax Revenue	1,661,196.02	1,669,615.00	99.5%
Building Department Revenue			
4102 Building Permits	385,319.99	266,200.00	144.7%
4104 Certificate of Occupancy	500.00	800.00	62.5%
4106 Contractor Registration	18,450.00	5,000.00	369.0%
4108 Preliminary/Final Plat	3,222.76	3,223.00	100.0%
4110 Prelim/Final Site Plan	500.00	0.00	100.0%
4112 Health Inspections	8,280.00	10,120.00	81.8%
4116 Overweight Vehicles	0.00	0.00	0.0%
4118 Preliminary Plat	0.00	0.00	0.0%
4120 Preliminary Site Plan	0.00	0.00	0.0%
4122 Septic Permits	1,275.00	2,125.00	60.0%
4124 Sign Permits	2,355.00	500.00	471.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	400.00	500.00	80.0%
4130 Vendor Fee	875.00	600.00	145.8%
4132 Alarm Permit Fees	750.00	1,800.00	41.7%
Total Building Department Revenue	421,927.75	291,068.00	145.0%
Franchise Fee Revenue			
4202 Atmos Energy	28,774.64	25,100.00	114.6%
4204 Charter Communications	38,461.35	34,500.00	111.5%
4206 CenturyLink	4,180.06	5,200.00	80.4%
4208 CoServ	4,012.46	4,200.00	95.5%
4210 Oncor Electric	129,366.95	127,997.00	101.1%
4212 Waste Management	39,026.82	32,000.00	122.0%
Total Franchise Fee Revenue	243,822.28	228,997.00	106.5%
Interest Revenue			
4302 Animal Shelter Interest	97.74	45.00	217.2%
4304 Building Security Interest	2.34	2.00	117.0%
4306 Court Technology Interest	0.00	0.00	0.0%
4308 Drug Forfeiture Interest	1.85	2.00	92.5%
4310 Drug Seizure Interest	0.07	1.00	7.0%
4312 General Fund Interest	0.00	0.00	0.0%
4314 Logic Investment Interest	34,823.71	18,000.00	193.5%
4320 Logic Street/Road Improv.	23,353.17	12,000.00	194.6%
4322 Logic Turbeville Road	2,114.08	1,800.00	117.4%
4324 Parks & Recreation	0.00	0.00	0.0%
4326 PD State Training Interest	0.95	1.00	95.0%
4328 Logic Harbor/Sycamore Bend	3,394.42	1,600.00	212.2%
Total Interest Revenue	63,788.33	33,451.00	190.7%
Interlocal Revenue			
4402 Corp Contract Current Year	33,433.92	34,000.00	98.3%
Total Interlocal Revenue	33,433.92	34,000.00	98.3%

Town of Hickory Creek
Budget vs. Actual Year to Date 100%
October 2016 through September 2017

	Oct '16 - Sep 17	Budget	% of Budget
Miscellaneous Revenue			
4502 Animal Adoption & Impound	9,360.00	7,000.00	133.7%
4506 Animal Shelter Donations	1,452.20	2,000.00	72.6%
4508 Annual Park Passes	18,999.62	20,000.00	95.0%
4510 Arrowhead Park Fees	13,707.00	30,000.00	45.7%
4512 Beer & Wine Permit	30.00	60.00	50.0%
4514 Cobra Premiums	0.00	0.00	0.0%
4516 Corp Parks Prior Year Rev	0.00	24,520.00	0.0%
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	592.00	0.00	100.0%
4522 EDCPayment/Ronald Reagan	0.00	45,778.00	0.0%
4524 Fund Balance Reserve	0.00	0.00	0.0%
4526 Mineral Rights	418.98	450.00	93.1%
4528 NSF Fees	50.00	100.00	50.0%
4530 Other Receivables	107,549.33	14,000.00	768.2%
4534 PD State Training	1,328.87	1,328.87	100.0%
4536 Point Vista Park Fees	5,521.00	5,000.00	110.4%
4546 Street Bond Proceeds	0.00	509,416.00	0.0%
4550 Sycamore Bend Fees	17,959.00	10,000.00	179.6%
4554 Building Security Fund Res	0.00	0.00	0.0%
4556 Court Tech Fund Reserve	0.00	13,535.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
Total Miscellaneous Revenue	176,968.00	683,187.87	25.9%
Municipal Court Revenue			
4602 Building Security Fee	11,776.23	10,285.00	114.5%
4604 Citations	762,336.72	550,000.00	138.6%
4606 Court Technology	15,572.48	13,640.00	114.2%
4612 State Court Costs	285,856.01	242,000.00	118.1%
Total Municipal Court Revenue	1,075,541.44	815,925.00	131.8%
Sales Tax Revenue			
4702 Sales Tax General Fund	950,300.90	903,125.00	105.2%
4704 Sales Tax Road Maintenance	190,060.18	180,625.00	105.2%
4706 Sales Tax 4B Corporation	380,120.37	361,250.00	105.2%
4708 Sales Tax Mixed Beverage	14.58	350.00	4.2%
Total Sales Tax Revenue	1,520,496.03	1,445,350.00	105.2%
Total Income	5,197,173.77	5,201,593.87	99.9%
Gross Profit	5,197,173.77	5,201,593.87	99.9%
Expense			
Capital Outlay			
5010 Street Maintenance	44,160.37	180,625.00	24.4%
5012 Streets & Road Improvement	1,784,644.55	509,416.00	350.3%
5020 Main Street Reconstruction	-538,321.48	0.00	100.0%
5022 Parks and Rec Improvements	0.00	0.00	0.0%
5024 Public Safety Improvements	0.00	0.00	0.0%
5026 Fleet Purchase/Replacement	0.00	0.00	0.0%
Total Capital Outlay	1,290,483.44	690,041.00	187.0%
Debt Service			
5106 2012 Refunding Bond Series	150,360.00	150,236.00	100.1%
5108 2012 Tax Note Series	120,852.00	120,728.00	100.1%
5110 2015 Refunding Bond Series	311,825.00	311,700.00	100.0%
5112 2015 C.O. Series	275,525.00	274,600.00	100.3%

Town of Hickory Creek
Budget vs. Actual Year to Date 100%
 October 2016 through September 2017

	Oct '16 - Sep 17	Budget	% of Budget
Total Debt Service	858,562.00	857,264.00	100.2%
General Government			
5202 Bank Service Charges	479.00	500.00	95.8%
5204 Books & Subscriptions	167.50	300.00	55.8%
5206 Computer Hardware/Software	11,626.61	15,000.00	77.5%
5208 Copier Rental	4,321.86	3,500.00	123.5%
5210 Dues & Memberships	1,826.94	2,000.00	91.3%
5212 EDC Tax Payment	380,120.38	361,250.00	105.2%
5214 Election Expenses	0.00	0.00	0.0%
5216 Volunteer/Staff Events	6,710.90	8,500.00	79.0%
5218 General Communications	11,556.98	15,500.00	74.6%
5222 Office Supplies & Equip.	2,413.14	2,000.00	120.7%
5224 Postage	6,114.50	6,000.00	101.9%
5226 Community Cause	3,680.76	4,000.00	92.0%
5228 Town Council/Board Expense	3,486.58	5,000.00	69.7%
5230 Training & Education	1,355.00	2,000.00	67.8%
5232 Travel Expense	1,863.90	1,500.00	124.3%
5234 Staff Uniforms	936.37	1,000.00	93.6%
Total General Government	436,660.42	428,050.00	102.0%
Municipal Court			
5302 Books & Subscriptions	36.00	100.00	36.0%
5304 Building Security	1,995.86	10,285.00	19.4%
5312 Court Technology	20,973.31	27,175.00	77.2%
5314 Dues & Memberships	245.94	200.00	123.0%
5318 Merchant Fees/Credit Cards	-9,517.11	0.00	100.0%
5322 Office Supplies/Equipment	1,743.15	1,500.00	116.2%
5324 State Court Costs	274,683.49	242,000.00	113.5%
5326 Training & Education	450.00	550.00	81.8%
5328 Travel Expense	315.06	1,400.00	22.5%
5330 Warrant Roundup	1,039.13	1,500.00	69.3%
5332 Warrants Collected	879.45	0.00	100.0%
Total Municipal Court	292,844.28	284,710.00	102.9%
Parks and Recreation			
5402 Events	4,359.55	4,000.00	109.0%
5404 Marketing	0.00	500.00	0.0%
5406 Professional Dues	0.00	400.00	0.0%
5408 Tanglewood Park	45,606.79	48,000.00	95.0%
5410 Travel and Training	0.00	1,000.00	0.0%
5412 KHCB	100.00	1,000.00	10.0%
5414 Tree City USA	934.41	1,000.00	93.4%
5416 Town Hall Park	6,014.25	8,000.00	75.2%
5418 Glenview Park	0.00	0.00	0.0%
Total Parks and Recreation	57,015.00	63,900.00	89.2%
Parks Corps of Engineer			
5432 Arrowhead	13,247.55	12,000.00	110.4%
5434 Harbor Grove	1,093.57	4,000.00	27.3%
5436 Point Vista	5,133.40	12,000.00	42.8%
5438 Sycamore Bend	15,646.70	42,000.00	37.3%
5440 Public Works Services	0.00	25,000.00	0.0%
Total Parks Corps of Engineer	35,121.22	95,000.00	37.0%
Personnel			
5502 Administration Wages	242,031.56	240,705.00	100.6%

Town of Hickory Creek
Budget vs. Actual Year to Date 100%
 October 2016 through September 2017

	Oct '16 - Sep 17	Budget	% of Budget
5504 Municipal Court Wages	91,046.21	93,390.00	97.5%
5506 Police Wages	560,105.19	559,090.00	100.2%
5507 Police Overtime Wages	4,838.28	12,000.00	40.3%
5508 Public Works Wages	153,454.31	164,665.00	93.2%
5509 Public Works Overtime Wage	2,429.09	2,500.00	97.2%
5510 Health Insurance	183,034.41	186,150.00	98.3%
5512 Longevity	10,023.00	10,023.00	100.0%
5514 Payroll Expense	16,059.01	16,500.00	97.3%
5516 Employment Exams	1,216.98	1,500.00	81.1%
5518 Retirement (TMRS)	121,088.60	122,715.00	98.7%
5520 Unemployment (TWC)	287.42	2,000.00	14.4%
5522 Workman's Compensation	25,855.34	25,856.00	100.0%
Total Personnel	1,411,469.40	1,437,094.00	98.2%
Police Department			
5602 Auto Gas & Oil	26,962.48	20,780.00	129.8%
5604 Auto Lease	9,764.00	9,764.00	100.0%
5606 Auto Maintenance & Repair	33,350.87	20,000.00	166.8%
5608 Auto New Equipment	0.00	2,000.00	0.0%
5610 Books & Subscriptions	634.00	400.00	158.5%
5612 Computer Hardware/Software	27,937.87	35,100.00	79.6%
5614 Crime Lab Analysis	1,855.98	1,500.00	123.7%
5616 Drug Forfeiture	7,798.50	13,828.00	56.4%
5618 Dues & Memberships	445.00	400.00	111.3%
5626 Office Supplies/Equipment	2,917.26	2,000.00	145.9%
5628 PD State Training	0.00	1,328.87	0.0%
5630 Personnel Equipment	18,706.74	17,000.00	110.0%
5632 Radios	0.00	0.00	0.0%
5634 Travel Expense	2,855.61	1,000.00	285.6%
5636 Uniforms	3,272.46	3,000.00	109.1%
5640 Training & Education	2,937.00	3,000.00	97.9%
5642 Auto Purchase	0.00	0.00	0.0%
5644 Citizens on Patrol	388.60	600.00	64.8%
5646 Community Outreach	1,287.42	1,000.00	128.7%
Total Police Department	141,113.79	132,700.87	106.3%
Public Works Department			
5702 Animal Control Donation	0.00	2,000.00	0.0%
5704 Animal Control Equipment	640.67	600.00	106.8%
5706 Animal Control Supplies	778.69	1,000.00	77.9%
5708 Animal Control Vet Fees	6,299.81	5,000.00	126.0%
5710 Auto Gas & Oil	10,853.42	10,000.00	108.5%
5712 Auto Lease	0.00	0.00	0.0%
5714 Auto Maintenance/Repair	16,293.59	15,000.00	108.6%
5716 Beautification	133,452.74	60,105.00	222.0%
5718 Computer Hardware/Software	0.00	500.00	0.0%
5720 Dues & Memberships	335.00	350.00	95.7%
5722 Equipment	9,595.00	2,000.00	479.8%
5724 Equipment Maintenance	9,510.50	8,000.00	118.9%
5726 Equipment Rental	-267.79	500.00	-53.6%
5728 Equipment Supplies	6,674.39	6,500.00	102.7%
5732 Office Supplies/Equipment	1,119.17	1,000.00	111.9%
5734 Radios	3,699.73	3,000.00	123.3%
5738 Training	1,389.00	1,200.00	115.8%
5740 Travel Expense	1,109.52	1,000.00	111.0%
5742 Uniforms	2,750.97	2,800.00	98.2%
5748 Landscaping Services	27,222.12	27,223.00	100.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 100%
 October 2016 through September 2017

	Oct '16 - Sep 17	Budget	% of Budget
Total Public Works Department	231,456.53	147,778.00	156.6%
Services			
5802 Appraisal District	10,284.92	10,500.00	98.0%
5804 Attorney Fees	59,457.88	50,000.00	118.9%
5806 Audit	12,000.00	12,000.00	100.0%
5808 Codification	2,655.00	1,000.00	265.5%
5812 Document Management	1,059.88	1,000.00	106.0%
5814 Engineering	57,660.18	40,000.00	144.2%
5816 General Insurance	35,129.10	32,630.00	107.7%
5818 Inspections	70,284.00	50,000.00	140.6%
5820 Fire Service	599,401.00	611,405.00	98.0%
5822 Legal Notices/Advertising	2,254.05	2,500.00	90.2%
5824 Library Services	465.00	500.00	93.0%
5826 Municipal Judge	10,860.00	10,800.00	100.6%
5828 Printing	1,085.32	1,600.00	67.8%
5830 Tax Collection	1,555.92	1,600.00	97.2%
5832 Computer Technical Support	31,698.26	27,000.00	117.4%
5838 DCCAC	197.96	4,153.00	4.8%
5840 Denton County Dispatch	28,427.00	28,427.00	100.0%
5844 Helping Hands	0.00	300.00	0.0%
5846 Span Transit Services	0.00	5,000.00	0.0%
Total Services	924,475.47	890,415.00	103.8%
Special Events			
6004 Fourth of July Celebration	4,000.00	4,000.00	100.0%
6008 Tree Lighting	3,527.88	3,366.00	104.8%
Total Special Events	7,527.88	7,366.00	102.2%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	83,272.44	80,000.00	104.1%
5904 Electric	34,350.36	28,000.00	122.7%
5906 Gas	1,238.45	1,500.00	82.6%
5908 Street Lighting	35,312.11	29,000.00	121.8%
5910 Telephone	24,686.10	21,575.00	114.4%
5912 Water	10,565.35	7,200.00	146.7%
Total Utilities & Maintenance	189,424.81	167,275.00	113.2%
Total Expense	5,876,154.24	5,201,593.87	113.0%
Net Ordinary Income	-678,980.47	0.00	100.0%
Net Income	-678,980.47	0.00	100.0%

1:06 PM
 10/12/17
 Accrual Basis

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

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5010 Street Maintenance				
Bill	09/07/2017	Invoi...	City of Carrollton	1,893.00
Total 5010 Street Maintenance				1,893.00
5012 Streets & Road Improvement				
Bill	09/29/2017	Invoi...	Half Associates, Inc.	12,299.00
Bill	09/07/2017	Invoi...	Half Associates, Inc.	31,528.34
Check	09/29/2017	3431	Quality Excavation, Ltd.	121,289.21
Total 5012 Streets & Road Improvement				165,116.55
Total Capital Outlay				167,009.55
General Government				
5212 EDC Tax Payment				
Check	09/07/2017	3426	Hickory Creek Economic Development	33,080.66
Check	09/07/2017	3426	Hickory Creek Economic Development	39,831.09
Total 5212 EDC Tax Payment				72,911.75
Total General Government				72,911.75
Municipal Court				
5332 Warrants Collected				
Bill	09/29/2017	OB...	OmniBase Services Texas, LP	1,043.39
Bill	09/29/2017	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	2,975.05
Bill	09/07/2017	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	6,463.32
Total 5332 Warrants Collected				10,481.76
Total Municipal Court				10,481.76
Police Department				
5602 Auto Gas & Oil				
Check	09/27/2017	Debit	WEX INC DESFLEET DEBI	2,767.12
Total 5602 Auto Gas & Oil				2,767.12
5606 Auto Maintenance & Repair				
Bill	09/07/2017	R.O....	Christian Brothers Automotive	1,539.05
Bill	09/07/2017	R.O....	Christian Brothers Automotive	2,075.69
Bill	09/21/2017	R.O....	Christian Brothers Automotive	2,752.42
Total 5606 Auto Maintenance & Repair				6,367.16
5612 Computer Hardware/Software				
Bill	09/07/2017	Invoi...	Leads Online	1,758.00
Total 5612 Computer Hardware/Software				1,758.00
5630 Personnel Equipment				
Bill	09/07/2017	Invoi...	WatchGuard Video	1,515.00

1:06 PM
 10/12/17
 Accrual Basis

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

Type	Date	Num	Name	Amount
			Total 5630 Personnel Equipment	1,515.00
			Total Police Department	12,407.28
			Public Works Department	
			5710 Auto Gas & Oil	
Check	09/27/2017	Debit	WEX INC DESFLEET DEBI	1,072.04
			Total 5710 Auto Gas & Oil	1,072.04
			5714 Auto Maintenance/Repair	
Bill	09/21/2017	R.O....	Christian Brothers Automotive	1,378.23
Bill	09/07/2017	Invoi...	Pro Tire	1,715.00
			Total 5714 Auto Maintenance/Repair	3,093.23
			5722 Equipment	
Check	09/07/2017	3425	Wylie Implement Co.	9,595.00
			Total 5722 Equipment	9,595.00
			5724 Equipment Maintenance	
Bill	09/21/2017	Invoi...	R.B. Everett & Co.	3,751.44
			Total 5724 Equipment Maintenance	3,751.44
			Total Public Works Department	17,511.71
			Services	
			5802 Appraisal District	
Bill	09/07/2017	Invoi...	DCAD	2,571.23
			Total 5802 Appraisal District	2,571.23
			5804 Attorney Fees	
Bill	09/21/2017	9975...	Hayes, Berry, White & Vanzant	1,065.00
Bill	09/07/2017	9975...	Hayes, Berry, White & Vanzant	2,500.15
Bill	09/21/2017	9975...	Hayes, Berry, White & Vanzant	4,852.14
			Total 5804 Attorney Fees	8,417.29
			5814 Engineering	
Bill	09/07/2017	Invoi...	Halff Associates, Inc.	1,732.22
			Total 5814 Engineering	1,732.22
			5816 General Insurance	
Check	09/07/2017	3427	TML Risk Pool	2,500.00
			Total 5816 General Insurance	2,500.00
			5818 Inspections	
Bill	09/21/2017	Invoi...	Vaughn Inspections Plus, LLC	1,320.00
			Total 5818 Inspections	1,320.00
			5822 Legal Notices/Advertising	
Bill	09/07/2017	Stat...	Denton Record Chronicle	1,207.75

1:06 PM
 10/12/17
 Accrual Basis

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

Type	Date	Num	Name	Amount
			Total 5822 Legal Notices/Advertising	1,207.75
			5832 Computer Technical Support	
Bill	09/07/2017	Invoi...	MiTech Services, LLC	2,400.00
			Total 5832 Computer Technical Support	2,400.00
			Total Services	20,148.49
			Utilities & Maintenance	
			5902 Bldg Maintenance/Supplies	
Bill	09/07/2017	Invoi...	SprinklerWorks	1,428.75
Bill	09/21/2017	Invoi...	Genie Sales & Service Co.	2,333.00
			Total 5902 Bldg Maintenance/Supplies	3,761.75
			5904 Electric	
Check	09/29/2017	Debit	HUDSON ENERGY SE DESDEBITDEBIT	4,834.38
			Total 5904 Electric	4,834.38
			5908 Street Lighting	
Check	09/29/2017	Debit	HUDSON ENERGY SE DESDEBITDEBIT	5,186.50
			Total 5908 Street Lighting	5,186.50
			5910 Telephone	
Bill	09/29/2017	Acc...	CenturyLink	9,817.46
			Total 5910 Telephone	9,817.46
			Total Utilities & Maintenance	23,600.09
			Total Expense	324,070.63
			Net Ordinary Income	-324,070.63
			Net Income	-324,070.63



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: 09/01/2017 - 09/30/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2827%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 40 DAYS AND THE NET ASSET VALUE FOR 9/30/17 WAS 1.000070.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,055.40
09/29/2017	MONTHLY POSTING	9999888	9.57	9,064.97
	ENDING BALANCE			9,064.97

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,055.40
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	9.57
ENDING BALANCE	9,064.97
AVERAGE BALANCE	9,055.40

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	75.24





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: 09/01/2017 - 09/30/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2827%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 40 DAYS AND THE NET ASSET VALUE FOR 9/30/17 WAS 1.000070.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			326,157.01
09/29/2017	MONTHLY POSTING	9999888	343.85	326,500.86
	ENDING BALANCE			326,500.86

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	326,157.01
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	343.85
ENDING BALANCE	326,500.86
AVERAGE BALANCE	326,157.01

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	2,708.00

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT LOGIC PARTICIPANT SERVICES AT 1-800-895-6442





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276011

ACCOUNT NAME: PID NO 1 ROAD

STATEMENT PERIOD: 09/01/2017 - 09/30/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2827%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 40 DAYS AND THE NET ASSET VALUE FOR 9/30/17 WAS 1.000070.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			23,027.86
09/29/2017	MONTHLY POSTING	9999888	24.28	23,052.14
	ENDING BALANCE			23,052.14

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	23,027.86
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	24.28
ENDING BALANCE	23,052.14
AVERAGE BALANCE	23,027.86

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
PID NO 1 ROAD	14,322.88	0.00	161.10





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276012

ACCOUNT NAME: PID NO 1 SAFETY

STATEMENT PERIOD: 09/01/2017 - 09/30/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2827%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 40 DAYS AND THE NET ASSET VALUE FOR 9/30/17 WAS 1.000070.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			93,515.20
09/29/2017	MONTHLY POSTING	9999888	98.59	93,613.79
	ENDING BALANCE			93,613.79

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	93,515.20
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	98.59
ENDING BALANCE	93,613.79
AVERAGE BALANCE	93,515.20

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
PID NO 1 SAFETY	57,744.20	0.00	655.00

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT LOGIC PARTICIPANT SERVICES AT 1-800-895-6442





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276008

ACCOUNT NAME: PID NO 1

STATEMENT PERIOD: 09/01/2017 - 09/30/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2827%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 40 DAYS AND THE NET ASSET VALUE FOR 9/30/17 WAS 1.000070.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			401,714.97
09/05/2017	WIRE WITHDRAWAL	204635	34,374.72 -	367,340.25
09/29/2017	MONTHLY POSTING	9999888	392.11	367,732.36
	ENDING BALANCE			367,732.36

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	401,714.97
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	34,374.72
TOTAL INTEREST	392.11
ENDING BALANCE	367,732.36
AVERAGE BALANCE	371,923.55

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
PID NO 1	248,868.63	34,374.72	2,780.62

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT LOGIC PARTICIPANT SERVICES AT 1-800-895-6442





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276010

ACCOUNT NAME: PID NO 2

STATEMENT PERIOD: 09/01/2017 - 09/30/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2827%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 40 DAYS AND THE NET ASSET VALUE FOR 9/30/17 WAS 1.000070.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			71,884.84
09/29/2017	MONTHLY POSTING	9999888	75.79	71,960.63
	ENDING BALANCE			71,960.63

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	71,884.84
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	75.79
ENDING BALANCE	71,960.63
AVERAGE BALANCE	71,884.84

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
PID NO 2	51,383.42	0.00	488.77

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT LOGIC PARTICIPANT SERVICES AT 1-800-895-6442





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: 09/01/2017 - 09/30/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2827%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 40 DAYS AND THE NET ASSET VALUE FOR 9/30/17 WAS 1.000070.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			2,691,019.32
09/29/2017	MONTHLY POSTING	9999888	2,837.05	2,693,856.37
	ENDING BALANCE			2,693,856.37

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	2,691,019.32
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	2,837.05
ENDING BALANCE	2,693,856.37
AVERAGE BALANCE	2,691,019.32

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	1,015,515.73	1,380,469.13	27,727.28

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT LOGIC PARTICIPANT SERVICES AT 1-800-895-6442





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: 09/01/2017 - 09/30/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2827%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 40 DAYS AND THE NET ASSET VALUE FOR 9/30/17 WAS 1.000070.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			2,133,356.19
09/29/2017	MONTHLY POSTING	9999888	2,249.13	2,135,605.32
	ENDING BALANCE			2,135,605.32

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	2,133,356.19
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	2,249.13
ENDING BALANCE	2,135,605.32
AVERAGE BALANCE	2,133,356.19

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
RESIDENTIAL STREET & RD IMPROV	0.00	454,402.05	19,275.88

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT LOGIC PARTICIPANT SERVICES AT 1-800-895-6442





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: 09/01/2017 - 09/30/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2827%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 40 DAYS AND THE NET ASSET VALUE FOR 9/30/17 WAS 1.000070.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			203,136.32
09/29/2017	MONTHLY POSTING	9999888	214.16	203,350.48
	ENDING BALANCE			203,350.48

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	203,136.32
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	214.16
ENDING BALANCE	203,350.48
AVERAGE BALANCE	203,136.32

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	1,686.57

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT LOGIC PARTICIPANT SERVICES AT 1-800-895-6442





Town of Hickory Creek COUNCIL MEMORANDUM

Date: 10/17/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.3

Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an equipment lease agreement by and between the Town of Hickory Creek and NDS Leasing.

Exhibit A for resolution 2017-1017-1 will be provided prior to the council meeting on October 17, 2017.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2017-1017-1**

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 EQUIPMENT LEASE AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND NDS LEASING, 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 Equipment Lease for a multifunction printer and maintenance service (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 17th day of October, 2017.

Lynn C. Clark, Mayor

ATTEST:

Kristi Rogers, Town Secretary

[Seal]

APPROVED AS TO FORM:

Town Attorney
Town of Hickory Creek, Texas



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 10/17/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.1

Ceremonial Oath of Office and Presentation of Badge to Officer Madison McGrew.

No supporting documentation.



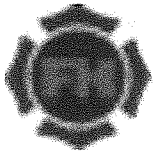
Town of Hickory Creek COUNCIL MEMORANDUM

Date: 10/17/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.2

Presentation regarding the Lake Cities Fire Department from Deputy Chief Michael Ross.



LCFD

Incident Type Period Comparisons (Hickory Creek)

Alarm Date Between {01/01/2017} and {09/30/2017}

Incident Type	01/01/2017 to 09/30/2017	01/01/2016 to 09/30/2016	01/01/2015 to 09/30/2015	01/01/2014 to 09/30/2014
111 Building fire	1	4	1	2
112 Fires in structure other than in a building	0	1	0	0
113 Cooking fire, confined to container	0	0	1	0
118 Trash or rubbish fire, contained	1	0	0	0
130 Mobile property (vehicle) fire, Other	0	0	1	0
131 Passenger vehicle fire	3	1	1	3
138 Off-road vehicle or heavy equipment fire	1	0	0	0
140 Natural vegetation fire, Other	0	0	0	1
142 Brush or brush-and-grass mixture fire	1	0	0	1
143 Grass fire	0	2	0	6
151 Outside rubbish, trash or waste fire	0	2	0	0
154 Dumpster or other outside trash receptacle fire	0	1	0	0
155 Outside stationary compactor/compacted trash	1	0	0	1
160 Special outside fire, Other	0	0	1	0
162 Outside equipment fire	0	1	0	0
163 Outside gas or vapor combustion explosion	1	0	0	0
251 Excessive heat, scorch burns with no ignition	1	2	0	0
311 Medical assist, assist EMS crew	1	0	1	1
320 Emergency medical service, other	1	4	2	1
321 EMS call, excluding vehicle accident with injury	123	162	123	96
322 Motor vehicle accident with injuries	24	33	20	18
323 Motor vehicle/pedestrian accident (MV Ped)	2	0	1	1
324 Motor Vehicle Accident with no injuries	40	41	46	19
331 Lock-in (if lock out , use 511)	1	1	0	0
341 Search for person on land	0	0	0	1
352 Extrication of victim(s) from vehicle	1	0	0	1
365 Watercraft rescue	1	0	0	0
400 Hazardous condition, Other	0	1	0	1
411 Gasoline or other flammable liquid spill	0	0	2	0
412 Gas leak (natural gas or LPG)	6	4	4	1
413 Oil or other combustible liquid spill	1	0	0	2
422 Chemical spill or leak	0	0	1	0
424 Carbon monoxide incident	1	0	0	0
440 Electrical wiring/equipment problem, Other	0	1	1	0
441 Heat from short circuit (wiring), defective/worn	0	0	2	0
444 Power line down	1	3	0	1
445 Arcing, shorted electrical equipment	1	2	3	4
480 Attempted burning, illegal action, Other	1	0	0	1
500 Service Call, other	0	1	0	0
510 Person in distress, Other	1	1	1	0
511 Lock-out	18	22	11	15
520 Water problem, Other	0	0	0	2



LCFD

Incident Type Period Comparisons (Hickory Creek)

Alarm Date Between {01/01/2017} and {09/30/2017}

Incident Type	01/01/2017	01/01/2016	01/01/2015	01/01/2014
	to 09/30/2017	to 09/30/2016	to 09/30/2015	to 09/30/2014
522 Water or steam leak	2	0	1	2
542 Animal rescue	0	0	1	1
550 Public service assistance, Other	0	5	4	4
5501 Public Education	3	1	2	1
551 Assist police or other governmental agency	4	0	1	2
552 Police matter	1	0	0	1
553 Public service	3	3	4	1
554 Assist invalid	8	14	6	10
561 Unauthorized burning	3	2	1	6
571 Cover assignment, standby, moveup	1	0	1	0
600 Good intent call, Other	4	3	1	3
611 Dispatched & cancelled en route	14	10	13	8
621 Wrong location	1	0	0	0
622 No Incident found on arrival at dispatch address	12	4	5	6
631 Authorized controlled burning	7	6	10	1
632 Prescribed fire	0	0	1	0
651 Smoke scare, odor of smoke	1	4	1	2
652 Steam, vapor, fog or dust thought to be smoke	0	1	2	1
653 Smoke from barbecue, tar kettle	0	1	0	0
661 EMS call, party transported by non-fire agency	1	0	0	0
671 HazMat release investigation w/no HazMat	2	2	0	2
700 False alarm or false call, Other	2	1	0	3
710 Malicious, mischievous false call, Other	0	0	1	0
715 Local alarm system, malicious false alarm	0	0	0	1
730 System malfunction, Other	1	0	0	1
733 Smoke detector activation due to malfunction	5	1	3	1
735 Alarm system sounded due to malfunction	4	2	4	3
736 CO detector activation due to malfunction	1	0	1	0
740 Unintentional transmission of alarm, Other	2	2	1	0
743 Smoke detector activation, no fire -	4	3	3	0
744 Detector activation, no fire - unintentional	2	0	1	1
745 Alarm system activation, no fire - unintentional	1	3	2	3
746 Carbon monoxide detector activation, no CO	1	0	0	0
900 Special type of incident, Other	0	1	0	1
Totals	<u>324</u>	<u>359</u>	<u>293</u>	<u>244</u>

9.75% ↓

LCFD

Incident Type Report (Hickory Creek)

Alarm Date Between {01/01/2017} And {09/30/2017}

Incident Type	Count
1 Fire	
111 Building fire	1
118 Trash or rubbish fire, contained	1
131 Passenger vehicle fire	3
138 Off-road vehicle or heavy equipment fire	1
142 Brush or brush-and-grass mixture fire	1
155 Outside stationary compactor/compacted	1
163 Outside gas or vapor combustion explosion	1
	9
2 Overpressure Rupture, Explosion, Overheat(no fire)	
251 Excessive heat, scorch burns with no	1
	1
3 Rescue & Emergency Medical Service Incident	
311 Medical assist, assist EMS crew	1
320 Emergency medical service, other	1
321 EMS call, excluding vehicle accident with	123
322 Motor vehicle accident with injuries	24
323 Motor vehicle/pedestrian accident (MV Ped)	2
324 Motor Vehicle Accident with no injuries	40
331 Lock-in (if lock out , use 511)	1
352 Extrication of victim(s) from vehicle	1
365 Watercraft rescue	1
	194
4 Hazardous Condition (No Fire)	
412 Gas leak (natural gas or LPG)	6
413 Oil or other combustible liquid spill	1
424 Carbon monoxide incident	1
444 Power line down	1
445 Arcing, shorted electrical equipment	1
480 Attempted burning, illegal action, Other	1
	11
5 Service Call	
510 Person in distress, Other	1
511 Lock-out	18
522 Water or steam leak	2
5501 Public Education	3

LCFD

Incident Type Report (Hickory Creek)

Alarm Date Between {01/01/2017} And {09/30/2017}

Incident Type	Count
5 Service Call	
551 Assist police or other governmental agency	4
552 Police matter	1
553 Public service	3
554 Assist invalid	8
561 Unauthorized burning	3
571 Cover assignment, standby, moveup	1
	<hr/>
	44
6 Good Intent Call	
600 Good intent call, Other	4
611 Dispatched & cancelled en route	14
621 Wrong location	1
622 No Incident found on arrival at dispatch	12
631 Authorized controlled burning	7
651 Smoke scare, odor of smoke	1
661 EMS call, party transported by non-fire	1
671 HazMat release investigation w/no HazMat	2
	<hr/>
	42
7 False Alarm & False Call	
700 False alarm or false call, Other	2
730 System malfunction, Other	1
733 Smoke detector activation due to	5
735 Alarm system sounded due to malfunction	4
736 CO detector activation due to malfunction	1
740 Unintentional transmission of alarm, Other	2
743 Smoke detector activation, no fire -	4
744 Detector activation, no fire -	2
745 Alarm system activation, no fire -	1
746 Carbon monoxide detector activation, no CO	1
	<hr/>
	23

Total Incident Count: 324

Total Est Loss:

\$20,600

LCFD

Incident Type Period Comparisons

Alarm Date Between {01/01/2017} and {09/30/2017}

Incident Type	01/01/2017	01/01/2016	01/01/2015	01/01/2014
	to 09/30/2017	to 09/30/2016	to 09/30/2015	to 09/30/2014
111 Building fire	29	24	13	18
112 Fires in structure other than in a building	1	1	0	0
113 Cooking fire, confined to container	3	6	5	2
118 Trash or rubbish fire, contained	1	0	0	0
121 Fire in mobile home used as fixed residence	0	0	0	1
130 Mobile property (vehicle) fire, Other	0	0	2	0
131 Passenger vehicle fire	8	8	8	11
132 Road freight or transport vehicle fire	2	0	1	1
137 Camper or recreational vehicle (RV) fire	0	0	1	0
138 Off-road vehicle or heavy equipment fire	1	2	0	0
140 Natural vegetation fire, Other	1	1	0	1
141 Forest, woods or wildland fire	2	0	0	5
142 Brush or brush-and-grass mixture fire	4	4	2	2
143 Grass fire	13	3	5	15
150 Outside rubbish fire, Other	0	1	0	0
151 Outside rubbish, trash or waste fire	4	3	2	2
154 Dumpster or other outside trash receptacle fire	2	2	3	2
155 Outside stationary compactor/compacted trash	1	0	1	1
160 Special outside fire, Other	3	2	2	4
161 Outside storage fire	1	0	0	0
162 Outside equipment fire	1	2	0	4
163 Outside gas or vapor combustion explosion	2	0	0	0
200 Overpressure rupture, explosion, overheat other	1	1	0	1
210 Overpressure rupture from steam, Other	0	0	0	1
211 Overpressure rupture of steam pipe or pipeline	0	0	1	0
251 Excessive heat, scorch burns with no ignition	3	8	2	2
300 Rescue, EMS incident, other	0	2	1	0
311 Medical assist, assist EMS crew	2	0	3	1
320 Emergency medical service, other	6	12	8	10
321 EMS call, excluding vehicle accident with injury	1137	1364	1243	1147
322 Motor vehicle accident with injuries	144	160	138	126
323 Motor vehicle/pedestrian accident (MV Ped)	10	10	5	6
324 Motor Vehicle Accident with no injuries	204	248	264	173
331 Lock-in (if lock out , use 511)	2	1	1	2
341 Search for person on land	0	2	1	3
342 Search for person in water	2	3	0	3
350 Extrication, rescue, Other	2	0	0	0
352 Extrication of victim(s) from vehicle	1	1	0	2
353 Removal of victim(s) from stalled elevator	1	3	0	0
356 High-angle rescue	0	0	1	0
360 Water & ice-related rescue, other	0	1	2	0
361 Swimming/recreational water areas rescue	0	0	1	1

LCFD

Incident Type Period Comparisons

Alarm Date Between {01/01/2017} and {09/30/2017}

Incident Type	01/01/2017	01/01/2016	01/01/2015	01/01/2014
	to 09/30/2017	to 09/30/2016	to 09/30/2015	to 09/30/2014
363 Swift water rescue	0	1	0	0
365 Watercraft rescue	2	1	0	1
381 Rescue or EMS standby	0	6	0	1
400 Hazardous condition, Other	1	1	2	6
410 Combustible/flammable gas/liquid condition,	0	1	0	0
411 Gasoline or other flammable liquid spill	4	3	7	4
412 Gas leak (natural gas or LPG)	23	33	45	14
413 Oil or other combustible liquid spill	5	1	0	2
421 Chemical hazard (no spill or leak)	0	0	1	0
422 Chemical spill or leak	0	1	1	0
424 Carbon monoxide incident	2	1	2	1
440 Electrical wiring/equipment problem, Other	6	3	9	5
441 Heat from short circuit (wiring), defective/worn	4	0	3	2
442 Overheated motor	0	1	0	0
444 Power line down	7	8	10	8
445 Arcing, shorted electrical equipment	8	20	16	11
460 Accident, potential accident, Other	0	0	0	1
461 Building or structure weakened or collapsed	0	0	0	3
480 Attempted burning, illegal action, Other	7	7	2	2
481 Attempt to burn	0	1	0	1
500 Service Call, other	2	2	4	7
510 Person in distress, Other	7	7	4	2
511 Lock-out	69	68	80	77
512 Ring or jewelry removal	1	2	1	0
520 Water problem, Other	3	4	5	3
521 Water evacuation	0	0	2	1
522 Water or steam leak	8	6	10	14
531 Smoke or odor removal	5	0	2	5
541 Animal problem	0	0	0	1
542 Animal rescue	3	7	2	3
550 Public service assistance, Other	11	18	16	22
5501Public Education	25	10	12	17
551 Assist police or other governmental agency	23	6	9	13
552 Police matter	2	2	1	3
553 Public service	16	21	25	17
5531Burn Inspection	2	0	0	0
554 Assist invalid	40	57	41	34
555 Defective elevator, no occupants	1	0	0	0
561 Unauthorized burning	8	8	10	17
571 Cover assignment, standby, moveup	22	19	27	22
600 Good intent call, Other	12	9	9	13
611 Dispatched & cancelled en route	218	210	195	213

LCFD

Incident Type Period Comparisons

Alarm Date Between {01/01/2017} and {09/30/2017}

Incident Type	01/01/2017	01/01/2016	01/01/2015	01/01/2014
	to 09/30/2017	to 09/30/2016	to 09/30/2015	to 09/30/2014
621 Wrong location	1	0	1	0
622 No Incident found on arrival at dispatch address	37	39	54	39
631 Authorized controlled burning	21	14	26	5
632 Prescribed fire	0	1	1	0
650 Steam, Other gas mistaken for smoke, Other	0	1	0	1
651 Smoke scare, odor of smoke	12	12	11	11
652 Steam, vapor, fog or dust thought to be smoke	3	2	3	2
653 Smoke from barbecue, tar kettle	2	2	0	0
661 EMS call, party transported by non-fire agency	1	1	2	3
671 HazMat release investigation w/no HazMat	6	11	2	16
672 Biological hazard investigation	1	0	1	0
700 False alarm or false call, Other	35	24	16	23
710 Malicious, mischievous false call, Other	0	0	2	1
711 Municipal alarm system, malicious false alarm	0	0	0	1
715 Local alarm system, malicious false alarm	1	0	0	1
721 Bomb scare - no bomb	0	0	1	1
730 System malfunction, Other	7	5	8	7
731 Sprinkler activation due to malfunction	0	1	1	6
732 Extinguishing system activation due to	1	1	0	0
733 Smoke detector activation due to malfunction	23	12	22	45
734 Heat detector activation due to malfunction	0	0	0	1
735 Alarm system sounded due to malfunction	31	29	34	23
736 CO detector activation due to malfunction	2	3	2	7
740 Unintentional transmission of alarm, Other	11	6	14	9
741 Sprinkler activation, no fire - unintentional	1	0	0	4
742 Extinguishing system activation	0	0	0	1
743 Smoke detector activation, no fire -	23	19	20	21
744 Detector activation, no fire - unintentional	7	8	14	3
745 Alarm system activation, no fire - unintentional	31	22	23	19
746 Carbon monoxide detector activation, no CO	3	0	4	3
800 Severe weather or natural disaster, Other	0	0	2	1
812 Flood assessment	1	0	0	0
813 Wind storm, tornado/hurricane assessment	2	0	0	0
814 Lightning strike (no fire)	1	1	2	0
815 Severe weather or natural disaster standby	0	0	0	1
900 Special type of incident, Other	0	1	0	1
911 Citizen complaint	0	1	3	2
Totals	<u>2405</u>	<u>2636</u>	<u>2538</u>	<u>2351</u>

8.76% ↓

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Incident Type Report (Summary)

Alarm Date Between {01/01/2017} And {09/30/2017}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	29	1.20%	\$884,600	86.61%
112 Fires in structure other than in a building	1	0.04%	\$1,500	0.14%
113 Cooking fire, confined to container	3	0.12%	\$1,000	0.09%
118 Trash or rubbish fire, contained	1	0.04%	\$0	0.00%
131 Passenger vehicle fire	8	0.33%	\$44,100	4.31%
132 Road freight or transport vehicle fire	2	0.08%	\$30,000	2.93%
138 Off-road vehicle or heavy equipment fire	1	0.04%	\$10,000	0.97%
140 Natural vegetation fire, Other	1	0.04%	\$0	0.00%
141 Forest, woods or wildland fire	2	0.08%	\$0	0.00%
142 Brush or brush-and-grass mixture fire	4	0.16%	\$0	0.00%
143 Grass fire	13	0.54%	\$39,520	3.86%
151 Outside rubbish, trash or waste fire	4	0.16%	\$1,000	0.09%
154 Dumpster or other outside trash receptacle	2	0.08%	\$0	0.00%
155 Outside stationary compactor/compacted	1	0.04%	\$0	0.00%
160 Special outside fire, Other	3	0.12%	\$9,000	0.88%
161 Outside storage fire	1	0.04%	\$0	0.00%
162 Outside equipment fire	1	0.04%	\$20	0.00%
163 Outside gas or vapor combustion explosion	2	0.08%	\$500	0.04%
	79	3.28%	\$1,021,240	99.99%
2 Overpressure Rupture, Explosion, Overheat(no fire)				
200 Overpressure rupture, explosion, overhear	1	0.04%	\$0	0.00%
251 Excessive heat, scorch burns with no	3	0.12%	\$0	0.00%
	4	0.16%	\$0	0.00%
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	2	0.08%	\$0	0.00%
320 Emergency medical service, other	6	0.24%	\$0	0.00%
321 EMS call, excluding vehicle accident with	1,137	47.27%	\$0	0.00%
322 Motor vehicle accident with injuries	144	5.98%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	10	0.41%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	204	8.48%	\$0	0.00%
331 Lock-in (if lock out , use 511)	2	0.08%	\$0	0.00%
342 Search for person in water	2	0.08%	\$0	0.00%
350 Extrication, rescue, Other	2	0.08%	\$0	0.00%
352 Extrication of victim(s) from vehicle	1	0.04%	\$0	0.00%
353 Removal of victim(s) from stalled elevator	1	0.04%	\$0	0.00%
365 Watercraft rescue	2	0.08%	\$0	0.00%
	1,513	62.91%	\$0	0.00%

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Incident Type Report (Summary)

Alarm Date Between {01/01/2017} And {09/30/2017}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
4 Hazardous Condition (No Fire)				
400 Hazardous condition, Other	1	0.04%	\$0	0.00%
411 Gasoline or other flammable liquid spill	4	0.16%	\$0	0.00%
412 Gas leak (natural gas or LPG)	23	0.95%	\$0	0.00%
413 Oil or other combustibile liquid spill	5	0.20%	\$0	0.00%
424 Carbon monoxide incident	2	0.08%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	6	0.24%	\$25	0.00%
441 Heat from short circuit (wiring),	4	0.16%	\$0	0.00%
444 Power line down	7	0.29%	\$0	0.00%
445 Arcing, shorted electrical equipment	8	0.33%	\$0	0.00%
480 Attempted burning, illegal action, Other	7	0.29%	\$0	0.00%
	67	2.78%	\$25	0.00%
5 Service Call				
500 Service Call, other	2	0.08%	\$0	0.00%
510 Person in distress, Other	7	0.29%	\$0	0.00%
511 Lock-out	69	2.86%	\$0	0.00%
512 Ring or jewelry removal	1	0.04%	\$0	0.00%
520 Water problem, Other	3	0.12%	\$0	0.00%
522 Water or steam leak	8	0.33%	\$0	0.00%
531 Smoke or odor removal	5	0.20%	\$0	0.00%
542 Animal rescue	3	0.12%	\$0	0.00%
550 Public service assistance, Other	11	0.45%	\$0	0.00%
5501 Public Education	25	1.03%	\$0	0.00%
551 Assist police or other governmental agency	23	0.95%	\$0	0.00%
552 Police matter	2	0.08%	\$0	0.00%
553 Public service	16	0.66%	\$0	0.00%
5531 Burn Inspection	2	0.08%	\$0	0.00%
554 Assist invalid	40	1.66%	\$0	0.00%
555 Defective elevator, no occupants	1	0.04%	\$0	0.00%
561 Unauthorized burning	8	0.33%	\$0	0.00%
571 Cover assignment, standby, moveup	22	0.91%	\$0	0.00%
	248	10.31%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	12	0.49%	\$0	0.00%
611 Dispatched & cancelled en route	218	9.06%	\$0	0.00%
621 Wrong location	1	0.04%	\$0	0.00%
622 No Incident found on arrival at dispatch	37	1.53%	\$0	0.00%
631 Authorized controlled burning	21	0.87%	\$0	0.00%
651 Smoke scare, odor of smoke	12	0.49%	\$0	0.00%
652 Steam, vapor, fog or dust thought to be	3	0.12%	\$0	0.00%

LCFD

Incident Type Report (Summary)

Alarm Date Between {01/01/2017} And {09/30/2017}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
6 Good Intent Call				
653 Smoke from barbecue, tar kettle	2	0.08%	\$0	0.00%
661 EMS call, party transported by non-fire	1	0.04%	\$0	0.00%
671 HazMat release investigation w/no HazMat	6	0.24%	\$0	0.00%
672 Biological hazard investigation	1	0.04%	\$0	0.00%
	314	13.05%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	35	1.45%	\$0	0.00%
715 Local alarm system, malicious false alarm	1	0.04%	\$0	0.00%
730 System malfunction, Other	7	0.29%	\$0	0.00%
732 Extinguishing system activation due to	1	0.04%	\$0	0.00%
733 Smoke detector activation due to	23	0.95%	\$0	0.00%
735 Alarm system sounded due to malfunction	31	1.28%	\$0	0.00%
736 CO detector activation due to malfunction	2	0.08%	\$0	0.00%
740 Unintentional transmission of alarm, Other	11	0.45%	\$0	0.00%
741 Sprinkler activation, no fire -	1	0.04%	\$0	0.00%
743 Smoke detector activation, no fire -	23	0.95%	\$0	0.00%
744 Detector activation, no fire -	7	0.29%	\$0	0.00%
745 Alarm system activation, no fire -	31	1.28%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	3	0.12%	\$0	0.00%
	176	7.31%	\$0	0.00%
8 Severe Weather & Natural Disaster				
812 Flood assessment	1	0.04%	\$0	0.00%
813 Wind storm, tornado/hurricane assessment	2	0.08%	\$0	0.00%
814 Lightning strike (no fire)	1	0.04%	\$0	0.00%
	4	0.16%	\$0	0.00%

Total Incident Count: 2405

Total Est Loss:

\$1,021,265



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 10/17/2017
From: Kristi Rogers - Town Secretary
Subject: Agenda Item No. D.3

Consider and act on appointments to the Economic Development Corporation.

The following individuals would like to be considered for reappointment to the Economic Development Board.

Nancy Koket, Place 1
Tracee Elrod, Place 3
Sugene May, Place 5
Bruce Enriquez, Place 7



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 10/17/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.4

Consider and act on an ordinance amending the 2016-2017 Fiscal Year Budget.

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2017-10-777**

AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING ORDINANCE 2017-04-764; THE 2016-2017 BUDGET AS ADOPTED; PROVIDING A REPEALER, PROVIDING A SEVERABILITY CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the amended budget as prepared by the Mayor of the Town of Hickory Creek, Texas has been presented during a regular meeting for the purposes of amending the 2016-2017 budget.

WHEREAS, on this the 17th day of October, 2017, the Town Council of the Town of Hickory Creek, Texas, in a public meeting duly called, pursuant to proper agenda item D(4), was presented the motion by Councilmember _____ which was properly seconded by Councilmember _____ providing for the adoption of the amended budget for the fiscal period October 1, 2016 to September 30, 2017; a vote being called the motion carried by a vote of _____ in favor to _____ against; accordingly the Ordinance passed.

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

**SECTION 1
ADOPTION OF THE AMENDED BUDGET**

The amended budget for the Town of Hickory Creek, Texas for the fiscal period beginning October 1, 2016 and ending September 30, 2017, in words and figures as shown therein is adopted and approved as filed herewith.

**SECTION 2
REPEALER**

That all ordinances of the Town of Hickory Creek, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other ordinances not in conflict with this ordinance shall remain in full force and effect.

**SECTION 3
SEVERABILITY**

That should any word, phrase, paragraph, section or portion of this ordinance, as amended hereby, be held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

**SECTION 4
EFFECTIVE DATE**

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 17th day of October, 2017 by a vote of _____ to _____.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

Lance Vanzant, Town Attorney
Town of Hickory Creek, Texas

*Town of Hickory Creek
2016-2017 Final Budget
October 17, 2017*

Ad Valorem Tax Revenue

4002 M&O	837,914.53
4004 M&O Penalties & Interest	5,800.08
4006 Delinquent M&O	4,271.08
4008 I&S Debt Service	804,723.45
4010 I&S Penalties & Interest	4,874.92
4012 Delinquent I&S	3,611.96
Total Ad Valorem Tax Revenue	1,661,196.02

Building Department Revenue

4102 Building Permits	385,319.99
4104 Certificate of Occupancy	500.00
4106 Contractor Registration	18,450.00
4108 Final Plat	3,222.76
4110 Final Site Plan	500.00
4112 Health Inspections	8,280.00
4116 Overweight Vehicles	0.00
4118 Preliminary Plat	0.00
4120 Preliminary Site Plan	0.00
4122 Septic Permits	1,275.00
4124 Sign Permits	2,355.00
4126 Special Use Permit	0.00
4128 Variance Fee	400.00
4130 Vendor Fee	875.00
4132 Alarm Permit Fees	750.00
Total Building Department Revenue	421,927.75

Franchise Fee Revenue

4202 Atmos Energy	28,774.64
4204 Charter Communications	38,461.35
4206 Century Link	4,180.06
4208 CoServ	4,012.46
4210 Oncor Electric	129,366.95
4212 Waste Management	39,026.82
Total Franchise Fee Revenue	243,822.28

Interest Revenue

4302 Animal Shelter Interest	97.74
4304 Building Security Interest	2.34
4306 Court Technology Interest	0.00
4308 Drug Forfeiture Interest	1.85
4310 Drug Seizure Interest	0.07
4312 General Fund Interest	0.00
4314 Logic Investment Interest	34,823.71
4320 Logic Street/Road Improvements	23,353.17
4322 Logic Turbeville Road	2,114.08
4324 Parks & Recreation	0.00
4326 PD State Training Interest	0.95
4328 Logic Harbor/Sycamore Bend	3,394.42
Total Interest Revenue	63,788.33

*Town of Hickory Creek
2016-2017 Final Budget
October 17, 2017*

Interlocal Revenue

<u>4402 Corp Contract Current Year</u>	<u>33,433.92</u>
Total Interlocal Revenue	33,433.92

Miscellaneous Revenue

4502 Animal Adoption & Impound	9,360.00
4506 Animal Shelter Donations	1,452.20
4508 Annual Park Passes	18,999.62
4510 Arrowhead Park Fees	13,707.00
4512 Beer & Wine Permit	30.00
4514 Cobra Premiums	0.00
4516 Corp Parks Fund Reserve	24,520.00
4518 Drug Forfeiture	0.00
4520 Drug Seizure	592.00
4522 EDC Payment/Ronald Reagan	45,778.00
4524 Fund Balance Reserve	0.00
4526 Mineral Rights	418.98
4528 NSF Fees	50.00
4530 Other Receivables	107,549.33
4534 PD State Training	1,328.87
4536 Point Vista Park Fees	5,521.00
4546 Street Improvement Bond Proceeds	1,784,644.55
4550 Sycamore Bend Park Fees	17,959.00
4554 Building Security Fund Reserve	0.00
4556 Court Technology Fund Reserve	13,535.00
4558 Harbor Lane/Sycamore Bend Proceeds	0.00
Total Miscellaneous Revenue	2,045,445.55

Municipal Court Revenue

<u>4602 Building Security Fee</u>	<u>11,776.23</u>
4604 Citations	762,336.72
4606 Court Technology	15,572.48
4612 State Court Costs	285,856.01
Total Municipal Court Revenue	1,075,541.44

Sales Tax Revenue

<u>4702 Sales Tax General Fund</u>	<u>950,300.90</u>
4704 Sales Tax Road Maintenance	190,060.18
4706 Sales Tax 4B Corporation	380,120.37
4708 Sales Tax Mixed Beverage	14.58
Total Sales Tax Revenue	1,520,496.03

Total Revenue

7,065,651.32

*Town of Hickory Creek
2016-2017 Final Budget
October 17, 2017*

Capital Outlay Expense

5010 Street Maintenance	44,160.37
5012 Streets & Road Improvement	1,784,644.55
5020 Main Street Reconstruction	0.00
Total Capital Outlay	1,828,804.92

Debt Service Expense

5106 2012 Refunding Bond Series	150,360.00
5108 2012 Tax Note Series	120,852.00
5110 2015 Refunding Bonds Series	311,825.00
5112 2015 Certificates of Obligations Series	275,525.00
Total Debt Service	858,562.00

General Government Expense

5202 Bank Service Charges	479.00
5204 Books & Subscriptions	167.50
5206 Computer Hardware/Software	11,626.61
5208 Copier Rental	4,321.86
5210 Dues & Memberships	1,826.94
5212 EDC Tax Payment	380,120.38
5214 Election Expenses	0.00
5216 Volunteer/Staff Events	6,710.90
5218 General Communications	11,556.98
5222 Office Supplies & Equip.	2,413.14
5224 Postage	6,114.50
5226 Community Cause	3,680.76
5228 Town Council/Board Expense	3,486.58
5230 Training & Education(Staff)	1,355.00
5232 Travel Expense	1,863.90
5234 Staff Uniforms	936.37
Total General Government	436,660.42

Municipal Court Expense

5302 Books & Subscriptions	36.00
5304 Building Security	1,995.86
5312 Court Technology	20,973.31
5314 Dues & Memberships	245.94
5318 Merchant Fees/Credit Cards	-9,517.11
5322 Office Supplies/Equipment	1,743.15
5324 State Court Costs	274,683.49
5326 Training & Education	450.00
5328 Travel Expense	315.06
5330 Warrant Roundup	1,039.13
5332 Warrants Collected	879.45
Total Municipal Court	292,844.28

*Town of Hickory Creek
2016-2017 Final Budget
October 17, 2017*

Parks and Recreation Expense

5402 Events	4,359.55
5404 Marketing	0.00
5406 Professional Dues	0.00
5408 Tanglewood Park	45,606.79
5410 Travel and Training	0.00
5412 KHCB	100.00
5414 Tree City USA	934.41
5416 Town Hall Park	6,014.25
Total Parks and Recreation	57,015.00

Parks Corps of Engineer Expense

5412 Arrowhead	13,247.55
5414 Harbor Grove	1,093.57
5416 Point Vista	5,133.40
5418 Sycamore Bend	15,646.70
5420 Public Works Services and Equipment	0.00
Total Parks Corps of Engineer	35,121.22

Personnel Expense

5502 Administration Wages	242,031.56
5504 Municipal Court Wages	91,046.21
5506 Police Wages	560,105.19
5507 Police Overtime Wages	4,838.28
5508 Public Works Wages	153,454.31
5509 Public Works Overtime Wages	2,429.09
5510 Health Insurance	183,034.41
5512 Longevity	10,023.00
5514 Payroll Expense	16,059.01
5516 Employment Exams	1,216.98
5518 Retirement (TMRS)	121,088.60
5520 Unemployment (TWC)	287.42
5522 Workman's Compensation	25,855.34
Total Personnel	1,411,469.40

Police Department Expense

5602 Auto Gas & Oil	26,962.48
5604 Auto Lease	9,764.00
5606 Auto Maintenance & Repair	33,350.87
5608 Auto New Equipment	0.00
5610 Books & Subscriptions	634.00
5612 Computer Hardware/Software	27,937.87
5614 Crime Lab Analysis	1,855.98
5616 Drug Forfeiture	7,798.50
5618 Dues & Memberships	445.00
5626 Office Supplies/Equipment	2,917.26
5628 PD State Training	0.00
5630 Personnel Equipment	18,706.74
5632 Radios	0.00
5634 Travel Expense	2,855.61
5636 Uniforms	3,272.46
5640 Training & Education	2,937.00
5642 Auto Purchase	0.00
5644 Citizens on Patrol	388.60
5646 Community Outreach	1,287.42
Total Police Department	141,113.79

*Town of Hickory Creek
2016-2017 Final Budget
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Public Works Department Expense

5702 Animal Control Donation	0.00
5704 Animal Control Equipment	640.67
5706 Animal Control Supplies	778.69
5708 Animal Control Vet Fees	6,299.81
5710 Auto Gas & Oil	10,853.42
5712 Auto Lease	0.00
5714 Auto Maintenance/Repair	16,293.59
5716 Beautification	133,452.74
5718 Computer Hardware/Software	0.00
5720 Dues & Memberships	335.00
5722 Equipment	9,595.00
5724 Equipment Maintenance	9,510.50
5726 Equipment Rental	-267.79
5728 Equipment Supplies	6,674.39
5732 Office Supplies/Equipment	1,119.17
5734 Radios	3,699.73
5738 Training	1,389.00
5740 Travel Expense	1,109.52
5742 Uniforms	2,750.97
5748 Landscaping Services	27,222.12
Total Public Works Department	231,456.53

Services Expense

5802 Appraisal District	10,284.92
5804 Attorney Fees	59,457.88
5806 Audit	12,000.00
5808 Codification	2,655.00
5812 Document Management	1,059.88
5814 Engineering	57,660.18
5816 General Insurance	35,129.10
5818 Inspections	70,284.00
5820 Lake Cities Fire Service	599,401.00
5822 Legal Notices/Advertising	2,254.05
5824 Lake Cities Library	465.00
5826 Municipal Judge	10,860.00
5828 Printing	1,085.32
5830 Tax Collection	1,555.92
5832 Computer Technical Support	31,698.26
5838 Denton County Children's Advocacy	197.96
5840 Denton County Dispatch	28,427.00
5844 Helping Hands	0.00
5846 Span Transit Services	0.00
Total Services	924,475.47

*Town of Hickory Creek
2016-2017 Final Budget
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Special Events

6004 Fourth of July Celebration	4,000.00
6008 Tree Lighting	3,527.88
Total Special Events	7,527.88

Utilities & Maintenance Expense

5902 Bldg. Maintenance/Supplies	83,272.44
5904 Electric	34,350.36
5906 Gas	1,238.45
5908 Street Lighting	35,312.11
5910 Telephone	24,686.10
5912 Water	10,565.35
Total Utilities & Maintenance	189,424.81

Total Expense

6,414,475.72

Building Security Restricted Funds	9,780.37
Court Technology Restricted Funds	8,134.17
Drug Seizure Restricted Funds	592.00
TML Insurance Proceeds	85,136.21
Parks and Recreation Restricted Funds	45,585.40
PD State Training	1,328.87
Street Maintenance Sales Tax Restricted Funds	145,899.81

Net Ordinary Income

354,718.77



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 10/17/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.5

Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute a service agreement by and between the Town of Hickory Creek and the Payment Group, LLC. and its division Trafficpayment.com.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2017-1017-2**

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 A SERVICE AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND THE PAYMENT GROUP, LLC AND ITS DIVISION, TRAFFICPAYMENT.COM, 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 Service Agreement to provide online citation payment services 24 hours a day, and pay-by-phone services via toll-free number during normal business hours (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 17th day of October, 2017.

Lynn C. Clark, Mayor

ATTEST:

Kristi Rogers, Town Secretary

APPROVED AS TO FORM:

Town Attorney
Town of Hickory Creek, Texas

TrafficPayment Service Agreement

Important – Read Carefully: This is an agreement between The Payment Group, LLC and its division, TRAFFICPAYMENT.COM (“TP”), a Texas limited liability company, and the Town of Hickory Creek, Texas (“Client”), for the license of TP online citation payment service, associated software, hardware, media materials, and electronic documentation. Client and TP are collectively referred to in this agreement as the “Parties”. The purpose of this agreement is to state the terms and conditions under which TP will provide for Client *telephone citation payment services* and/or *online citation payment services* to individuals who have received citation(s) from Client for traffic or other legal violations (“End User”).

Agreement

1. **Services Provided:** TP will provide online citation payment services 24 hours a day, and pay-by-phone services via toll-free number during normal business hours. TP will also provide ancillary services for Client, including all necessary installation/setup, promotional assistance, credit card processing, payments to client’s specified account(s), and access to real time online reporting. Client agrees to retain the service of TP to act as an agent for the limited purpose of receiving and processing debit and credit card payments. Client agrees to promptly clear all citations upon notice or posting by TP that payment for such citations has been received by TP. If a “chargeback” to a credit/debit card occurs, TP will handle the matter and make the proper adjustment on the next Client report, and Client will then reinstate the affected citation(s) as remaining outstanding and unpaid.
2. **Timing of Contract:** TP will furnish the necessary setup and perform all services required to begin processing citation payments within twenty- four (24) hours, or as soon as is practicable thereafter, of the time this contract and other paperwork are completed and received by TP.
3. **Property of TP:** All computer programs, written procedures, promotional materials, and other supporting items used in the work performed for Client shall be the property of TP, and shall be returned upon termination of this agreement.
4. **Hardware and Software Requirements:** In order to access posting of payments and view online reports, and communicate with TP, Client needs the following: Access to the Internet and ability to browse to TP administration website, an email address, an up-to-date copy of Adobe Reader to view reports, and a telephone line for TP to communicate with Client when a payment is received or for any other common communication.
5. **Information Provided by Client:** Client must provide the following to TP prior to startup:
 - a) Any and all standard contact information;
 - b) Bank routing number, bank account number (if using direct deposit); and
 - c) Bank account type for deposit of all payments (if using direct deposit).
6. **Actions to be Performed by TP:** TP will provide toll free pay-by-phone service during business hours, and paper check or electronic payment to the Client for all citations paid using TP. TP will provide all necessary technical support to maintain the payment system 24 hours a day, 7 days a week. TP will send or electronically deposit funds to Client on Wednesday of each week for the previous week’s (Monday-Sunday) activity to the account or address specified.
7. **Term and Cancellation of Contract:** The term of this agreement shall begin on the date executed by both parties and shall continue in full force and effect from that date until it is terminated by thirty (30) days written notice from either party to the other.
8. **Indemnity:** To the extent allowed by law TP will hold harmless the Client for causes of action and damages resulting from the wrongful arrest of defendants due to TP’s negligence in processing and reporting payments in accordance with this Agreement. Client will hold harmless TP for causes of action and damages resulting from the wrongful arrest of defendants due to Client’s negligence in processing payments or errors in information generated by Client and furnished to TP. The liability of either Party to the other with respect to this Agreement shall not include any contingent liability or exemplary or consequential damages.
9. **Reservation:** All rights not expressly granted in this agreement are reserved by TP.
10. **Support Services:** TP will provide Client with support services related to all aspects of TP citation payment service. The TP web portal, software applications, electronic payments, online reports, and promotional materials are the specific services supported. Client may contact TP support services during business hours Monday through Friday 8:00am to 5:00pm, CST. It is understood that TP will charge End Users a processing fee for the use of its services, and in no event shall Client ever be responsible for any such fee.

Initials: “TP”  “Client” _____

11. **Attorney Fees and Costs:** If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

12. **Promotional Materials:** Client agrees to the following for promotional purposes: *a.* to allow TP to use any logo or trademark of Client on the TP website for Client Identification if deemed necessary by TP; and *b.* to allow TP to send promotional material to Client regarding TP services for Client to display on-site reflecting TP as an authorized agent of Client to receive payment of traffic and parking citations. The use of these materials is optional and Client is in no way obligated to use or display.

13. **Miscellaneous Provisions:**
 - a. *Texas Law to apply:* This provision shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this agreement are performable in the State of Texas.
 - b. *Parties Bound:* This agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
 - c. *Legal Construction:* In case any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceable shall not affect any other provision of this agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision was not contained in the agreement.
 - d. *Sole Agreement:* This agreement constitutes the sole agreement of the parties and supercedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

The Payment Group/TrafficPayment.com

Town of Hickory Creek, Texas

Name: Leigh Sides

Name: _____

Title: Director of Business Development

Title: _____

Address: 5151 Belt Line Rd. Suite 505

Address: _____

Dallas, Texas 75254

Signature: 

Signature: _____

Date: September 21, 2017

Date: _____

Initials: "TP" LS "Client" _____



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 10/17/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.6

Consider and act on a development agreement between the Town of Hickory Creek and Cornelius Center Investors, L.L.P. regarding public improvements to Turbeville Road and Point Vista Road.

**DEVELOPMENT AGREEMENT BETWEEN CORNELIUS CENTER INVESTORS,
L.L.P., AND THE TOWN OF HICKORY CREEK, TEXAS**

This Development Agreement (“Agreement”) is made and entered into by and between the Town of Hickory Creek, Texas, a Type A general-law municipality, (the “Town”) and Cornelius Center Investors, L.L.P., (the “Developer”).

WHEREAS, the Developer is the owner of that certain tract of land more particularly described in Exhibit “A” (the “Property”), and

WHEREAS, the Developer agrees to dedicate certain right of way in partial fulfillment of its obligation to share in the costs of certain road improvements; and

WHEREAS, the Developer agrees to participate in the funding of improvements to Turbeville Road; and whereas, said funding is in an amount that is proportional to the burden that will be placed on road infrastructure by the future development of the Property.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the Town, and Developer agree as follows:

1. **Incorporation of Recitals.** The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of the Town and the authorized representatives of the Developer.
2. **Land Subject to Agreement.** The land that is subject to this Agreement is the Property. Developer represents that it is the sole owner of the Property.
3. **Obligations.**
 - (a) Within thirty (30) days after notice from the Town, Developer shall, at no cost to the Town, dedicate by Special Warranty Deed, in the form approved by the Town the required right of way for Turbeville Road adjacent to the Property consisting of 0.3375 acres and the required right of way for Point Vista Road adjacent to the Property consisting of 0.5191 acres.
 - (b) Within thirty (30) days of commencing development of the Property, Developer shall pay to the Town \$50,000.00 as a portion of its roadway fee.
 - (c) Within thirty (30) days of completion of one-third of the development of the Property, Developer shall pay to the Town \$100,000.00 as the final share of its roadway fee.

- (d) Developer shall provide water, at no cost to the Town, for maintenance of landscaping on the Turbeville Road median which is adjacent to the Property.
- (e) Town shall construct a new 5 wire fence on the Property fronting Turbeville Road and Point Vista Road.
- (f) Upon full performance of Developer's obligations under this Agreement the Town shall not require any additional funding for roadways from Developer related to development of the Property.
- (g) Town shall, before construction of road improvements commences, provide road, lighting, and landscape plans consistency with Exhibit B. Town shall timely undertake design and construction of improvements to Turbeville Road and Point Vista Road adjacent to the Property

4. **Default.**

- (a) If Developer fails to comply with any provision of this Agreement, and such failure is not cured within thirty (30) days after the Town sends written notice of such failure to Developer, then the Town shall have the following remedies, in addition to the Town's other rights and remedies:
 - (i) to file this instrument in the Real Property Records of Denton County, Texas as a lien or encumbrance on the Property;
 - (ii) to refuse to issue building permits for any building on the Property;
 - (iii) immediately enforce the Town's Ordinance related to roadway proportionality fees through imposition of the full amount of fees in effect at the time such fees are due and making such fees immediately due and payable in an amount equal to the difference between any roadway fees already tendered to the Town by Developer and the total assessed roadway fees;
 - (iv) to refuse to issue a Certificate of Occupancy for the Property; and/or
 - (v) to seek specific enforcement of this Agreement.
- (b) If the Town fails to comply with the terms and conditions of this Agreement and such failure is not cured within thirty (30) days after the Town received written notice of such failure from Developer, then Developer may seek specific enforcement of this Agreement as its sole and exclusive remedy.

5. **Limitations of Liability.** Notwithstanding anything to the contrary herein, the parties agree and acknowledge that the Town shall not, under any circumstances, be required to tender, or be liable to Developer for, any credit or reimbursement of, or payment of any monies, with regard to the matters set forth herein.
6. **Covenant Running with the Land.** This Agreement shall be a covenant running with the land and Property and shall be binding upon Developer. The parties shall cause this Agreement to be filed in the Real Property Records of Denton County, Texas. Developer represents and warrants that the filing of this Agreement as provided herein shall provide the Town with a superior and priority encumbrance, lien or interest in, on and to the Property as to any and all other persons or entities (collectively, “the Town’s Priority Lien”). Notwithstanding the foregoing, the obligations herein that burden the Property shall be released upon final payment of the proper roadway fees.
7. **Limitations of Agreement.** The parties acknowledge that of the fees that are or may be payable by Developer to the Town, this Agreement addresses only the roadway fees prescribed by the Town Ordinance. The Town ordinances covering property taxes, permit fees, inspection fees, tree mitigation fees, development fees, and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Developer to the Town under any ordinance whether now existing or in the future arising.
8. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee’s receipt thereof; or by delivering the same in person to such Party via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to The Town, addressed to it at:

Town of Hickory Creek
Attention: John Smith, Town Administrator
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065
Telephone: 940-497-2528
Facsimile: 940-497-3531
Email: john.smith@hickorycreek-tx.gov

with a copy to:

Hayes, Berry, White & Vanzant, LLP
Attention: Lance Vanzant
512 W. Hickory, Suite 100
Denton, Texas 76201
Telephone: 940-387-3518
Facsimile: 866-580-1744
Email: lvanzant@hbwvlaw.com

If to Developer, addressed to it at:

Cornelius Center Investors, L.L.P.
Attention: John Malloy
870 N. Cowan Avenue
Lewisville, Texas 75057
Telephone: 972-434-7767
Facsimile: 972-434-7762
Email: _____

9. **Indemnity.**

- (a) DEVELOPER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONAL WRONGFUL ACT OR OMISSION OF DEVELOPER IN ITS PERFORMANCE OF THIS AGREEMENT OR ARISING OUT OF GOODS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF THE TOWN (HEREINAFTER "CLAIMS").
- (b) THE RIGHTS AND OBLIGATIONS CREATED BY THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. **ACKNOWLEDGMENT OF THE TOWN'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUES AND CASE LAW AND FEDERAL**

STATE AND LOCAL CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(a) DEVELOPER ACKNOWLEDGES AND AGREES THAT:

- (i) THE CONVEYANCES, DEDICATIONS, EASEMENTS AND/OR PAYMENT OF MONEY REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:
 - (A) TAKING UNDER THE TEXAS UNITED STATES CONSTITUTION;
 - (B) NUISANCE; OR
 - (C) CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST THE TOWN FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE RULE OR REGULATION.
- (ii) THE AMOUNT OF DEVELOPER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION OR CONVEYANCE OF REAL PROPERTY OR INTERESTS THEREIN (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH DEVELOPER'S DEVELOPMENT PLACES ON THE TOWN INFRASTRUCTURE.
- (iii) DEVELOPER HEREBY RELEASES THE TOWN FROM ANY OBLIGATION TO PERFORM OR COMMISSION A TAKINGS IMPACT ASSESSMENT UNDER CHAPTER 2007 OF THE TEXAS GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED.
- (iv) DEVELOPER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO THE TOWN PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY DEVELOPER FOR SUCH LAND, AND DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY THE TOWN RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTEND TO THE IMPACT OF THE DEVELOPMENT OF DEVELOPER'S ADJACENT PROPERTY ON THE TOWNS

INFRASTRUCTURE. DEVELOPER AND THE TOWN FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

- (v) DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE TOWN FROM AND AGAINST ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, DEVELOPER'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES OR TRUSTEE.
 - (b) DEVELOPERS RELEASES THE TOWN FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.
 - (c) DEVELOPER WAIVES ANY CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST THE TOWN FOR VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.
 - (d) THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
11. **Vested Rights/Chapter 245 Waiver.** The parties shall be subject to all ordinances of the Town, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides the Town with fair notice of any project of Developer. **DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS PARAGRAPH 10 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

12. **Attorney's Fees.** If either Party files any action or brings any proceeding against the other arising from this Agreement, then as between Developer and the Town, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
13. **Warranties/Representations.** All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement regardless of any investigation made by either party.
14. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.
15. **Governing Law; Venue.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Denton County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Denton County, Texas.
16. **Consideration.** This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
17. **Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
18. **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined). The parties agree that the performance of the parties under this Agreement is authorized by Section 212.072 of the Texas Local Government Code.

19. **Savings; Severability.** In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
20. **Representations.** Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.
21. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
22. **Assignment/Binding Effect.**
 - (a) This Agreement is assignable, in whole or in part, upon the following conditions, all of which must be satisfied before any such assignment shall be valid and enforceable:
 - (i) the assignment of the Agreement must be evidenced by a recordable document (“Assignment”), the form of which must be approved in writing by the Town;
 - (ii) the Assignment must expressly contain, among any other reasonable requirements and conditions of the Town, and acknowledgment and agreement that all obligations, covenants and conditions contained in this Agreement will be assumed solely and completely by the assignee, and the contact name, address, phone number, fax number and electronic mail address of the assignee;
 - (iii) Developer will file any approved, executed Assignment in the Real Property Records of Denton County, Texas; and
 - (iv) Developer shall provide the Town with a file-marked copy of the Assignment within ten (10) days of filing the same, and until the Town receives said file-marked copy of the Assignment within ten (10) days of filing the same, and until the Town receives said file-marked copy of the Assignment as provided herein, the Town shall not, under any circumstances, recognize said Assignment.

- (b) This Agreement shall be binding upon and inure to the benefit of the Town and Developer.
23. **Indemnification.** The Parties agree that the Indemnity provisions set forth herein are conspicuous, and the parties have read and understood the same.
24. **Waiver.** Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.
25. **Immunity.** It is expressly understood and agreed that, in the execution and performance of this Agreement, the Town has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
26. **Reference to Developer.** When referring to "Developer" herein, this Agreement shall refer to and be binding upon Developer and Developer's officers, directors, partners, employees, representatives, contractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representative and any other third parties for whom Developer is legally responsible.
27. **Reference to The Town.** When referring to "The Town" herein, this Agreement shall refer to and be binding upon the Town and the Town's Council Members, officers, agents, representatives, employees and any other authorized third parties for whom the Town is legally responsible.
28. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with the party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

ATTEST:

TOWN OF HICKORY CREEK

By: Kristi K. Rogers
Name: Kristi K. Rogers
Title: Town Secretary

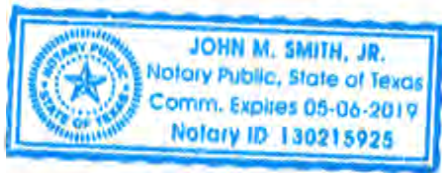
By: Lynn C. Clark
Name: Lynn C. Clark
Title: Mayor

APPROVED AS TO FORM AND LEGALITY:

By: Lance Vanzant
Name: Lance Vanzant
Title: Town Attorney

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on this 20th day of December, 2016, by LYNN CLARK, the Mayor of the TOWN OF HICKORY CREEK, TEXAS, on behalf of said town.



John M. Smith, Jr.
Notary Public, State of Texas

CORNELIUS CENTER INVESTORS, L.L.C.

By: [Signature]
Name: John Malloy
Title: Cornelius Management
President
General Partner

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on this 21st day of December, 2016,
by John Malloy, the General Partner of Cornelius Center Investors, L.L.C



[Signature]
Notary Public, State of Texas

EXHIBIT "A"

Being all that certain lot, tract or parcel of land situated in the S.C. McCarroll Survey, Abstract Number 958, Town of Hickory Creek, Denton County, Texas, being all of that certain called ten and one-fourth acre tract of land described in deed to J. Maynard Smith and wife, Lorene Smith recorded in Volume 397, Page 293 of the Deed Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch rebar set at the Northwest corner of said Smith tract, being on the South line of that certain tract of land described in deed to Johnny L. Casey and wife, Carolyn D. Casey recorded in Volume 555, Page 528 of the Deed Records of Denton County, Texas, being the Northeast corner of Lot 10, Hickory Park Estates, an addition to the Town of Hickory Creek according to the plat thereof recorded in Volume 5, Page 35 of the Plat Records of Denton County, Texas, and being in Turbeville Road;

THENCE South 89 degrees 44 minutes 04 seconds West, 22.08 feet, along the North line of said Smith tract and the South line of said Casey tract, to a survey marker nail found at the Southeast corner thereof, being the Southwest corner of that certain tract of land described in deed to RRC (TX) LP recorded in Document Number 02-112437 of the Real Property Records of Denton County, Texas;

THENCE South 89 degrees 45 minutes 53 seconds East, continuing along the North line of said Smith tract and along Southerly South line of said RRC (TX) LP tract, passing the Southerly Southeast corner thereof and the Southwest corner of that certain called 8.273 acre tract of land described in deed to Lyons American Securities, Inc. Trustee recorded in Document Number 01-123299 of the Real Property Records of Denton County, Texas, and continuing a total distance of 745.38 feet, to a 1/2 inch rebar set at the Northeast corner of said Smith tract, being the Northwest corner of that certain called 6.86 acre tract of land described in deed to I-35 Investors, Ltd. recorded in Document Number 99-934462 of the Real Property Records of Denton County, Texas;

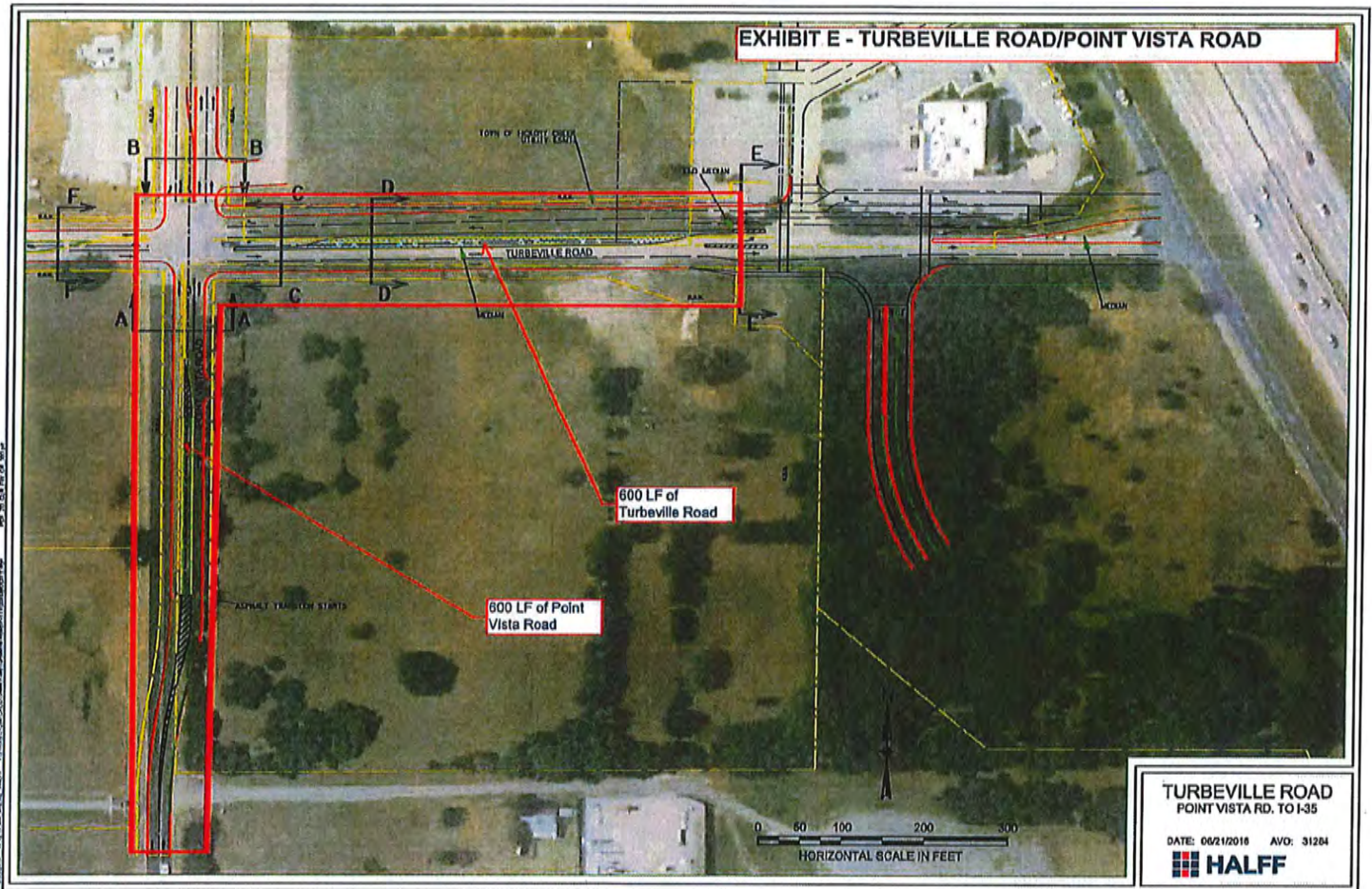
THENCE South 00 degrees 13 minutes 41 seconds West, along the East line of said Smith tract and the West line of said 6.86 acre tract, passing at 23.7 feet a 1/2 inch rebar found on the South line of Turbeville Road and continuing a total distance of 595.44 feet, to an eighteen inch cedar tree used as a fence corner at the Southeast corner of said Smith tract, being the Southwest corner of said 6.86 acre tract (called a fence post in said 6.86 acre deed), being on the North line of that certain tract of land described in deed to Ruben Preston Nix, Jr. recorded in Volume 907, Page 387 of the Deed Records of Denton County, Texas;

THENCE South 89 degrees 33 minutes 26 seconds West, along the South line of said Smith tract and the North line of said Ruben Nix tract, passing the Northwest corner thereof and the Northeast corner of that certain called 10.000 acre tract of land described in deed to Ann Ellard Nix recorded in Document Number 04-157008 of the Real Property Records of Denton County, Texas, at 742.47 feet, pass a 1/2 inch capped rebar (G & A) set as witness and continuing a total distance of 767.47 feet, to a 1/2 inch rebar set at the Southwest corner of said Smith tract, being on the East line of Lot 10, Hickory Park Estates, an addition to the Town of Hickory Creek according to the plat thereof recorded in Volume 5, Page 35 of the Plat Records of Denton County, Texas, and being in Point Vista Road;

THENCE North 00 degrees 13 minutes 27 seconds East, 604.33 feet, along the East line of Lot 10, Hickory Park Estates and the West line of said Smith tract, to the Northwest corner thereof, being on the South line of the aforementioned Casey tract and being in Turbeville Road;

THENCE North 89 degrees 44 minutes 04 seconds East, 22.08 feet, along the North line of said Smith tract, the South line of said Casey tract and in Turbeville Road, to the POINT OF BEGINNING and containing approximately 10.570 acres of land.

Exhibit "B"





Town of Hickory Creek COUNCIL MEMORANDUM

Date: 10/17/2017
From: Kristi Rogers - Town Secretary
Subject: Agenda Item No. D.7

Consider and act on the 2018 day use park fees for Hickory Creek residents.

The Town Council has waived the annual day use pass fee of \$20.00 for Hickory Creek residents since 2010.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 10/17/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.8

Consider and act on authorizing the town administrator to purchase vehicles for public works and code enforcement.

No supporting documentation.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 10/17/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.9

Consider and act on purchasing speed display signage.

ELAN CITY
 10-34 44th Drive
 Long Island City, 11101
 United States

Phone. : (646) 878-6259
 Fax. : (646) 770-3906
 Email: sales@elancity.net

Shipping address:
 TOWN OF HICKORY CREEK
 1075 RONALD REAGAN AVE
 HICKORY CREEK, TX 75065
 United States

Invoice address:
 TOWN OF HICKORY CREEK
 1075 RONALD REAGAN AVE
 HICKORY CREEK, TX 75065
 United States

**TOWN OF HICKORY CREEK
 1075 RONALD REAGAN AVE
 HICKORY CREEK, TX 75065
 United States**

Quote N° S01550

Customer Reference	Quote Date	Contact	Terms of payment
	10/12/2017	Hugo BARR	

Description	QTY	Each	Disc.(%)	Ext. price
[01112] 13" Solar Evolis Radar Speed Sign	8.00 Unit(s)	2,000.00	15.00	\$ 13,600.00
[028] 12V 22Ah Battery	16.00 Unit(s)	100.00	0.00	\$ 1,600.00
[0223] 80W solar panel with mounting kit, internal regulator and connection cables	8.00 Unit(s)	500.00	0.00	\$ 4,000.00
[0311] Bluetooth	8.00 Unit(s)	200.00	0.00	\$ 1,600.00
[033] Traffic Data Two directions: incoming & outgoing traffic.	8.00 Unit(s)	350.00	0.00	\$ 2,800.00
Delivery Charge	1.00 Unit(s)	1,025.00	0.00	\$ 1,025.00
			Total:	\$ 24,625.00
			Taxes:	\$ 0.00
			Total:	\$ 24,625.00

To place an order, please fill out and sign the quote / warranty (bottom of the last page) and email it back to us along with your tax exempt form.

.....
CUSTOMER CONTACT INFO:
 • Name: Chief Dunn
 • Phone: (940) 497-3520 ex 254
 • Email: carey.dunn@hickorycreek-tx.gov

.....
QUOTE PRICING AND EXPIRATION
 • Quote valid until :11/12/17
 • PROMO CODE / OFFER: 15% Discount

.....
 2-year warranty included.
 Taxes not included.

ELAN CITY
 10-34 44th Drive
 Long Island City, 11101
 United States
 Phone. : (646) 878-6259
 Fax. : (646) 770-3906
 Email: sales@elancity.net

Description	Tax	Quantity	Unit Price	Disc.(%)	Price
.....					
.....					
.....					
GENERAL TERMS AND CONDITIONS OF SALES AND DELIVERY - WARRANTY					
.....					
.....					
.....					
The terms and conditions as cited in this document, apply to any and all sales of radar speed signs supplied by Elan City Inc. Accessories, such as batteries, are covered by a separate and different warranty labeled "battery warranty", included below. Completion and signature of this document is a binding contract. This document must be completed and signed by buyer / client at the time of initial purchase and each future purchase of Elan City Inc. products.					
.....					
.....					
.....					
DELIVERY OF GOODS					
.....					
Upon delivery of all goods, the client is required to verify the external condition of each package. The client must refuse the entire delivery if the package(s) are not in good condition, and contact Elan City Inc immediately. The client is required to verify that the quantities noted on the packing list are in accord with those delivered. If packages are in good condition but the quantity is incomplete as to the packing list, the client must indicate this anomaly directly on the transporter's copy of the delivery-note and must immediately inform Elan City Inc. The liability of potential damage to delivered goods and / or missing packages cannot be attributed to the carrier nor to Elan City Inc. after delivery and suite to non-conformity of these instructions by the buyer.					
.....					
Good condition and correct quantity of contents of package must be verified within 5 days of delivery. The device must also be tested within these 5 days of delivery to establish its correct functionality. Beyond the 5 days, the payment cannot be contested by the buyer if the device and its accessories are found to be "dead on delivery" and / or malfunctioning and / or missing. Full payment of the complete order must be fulfilled by the buyer, within the time frame previously established on the signed contract (quote).					
.....					
.....					
.....					
RETENTION OF TITLE					
.....					
Delivered goods shall fully remain the property of Elan City Inc. until all goods received have been fully paid for by the buyer. Payment must be made within 30 days of receiving the invoice as indicated on the signed contract (quote). In the event of late payment, a certified notice for account delinquency will be sent to the buyer, which will then allow the buyer 8 days to make full payment. Beyond this time frame, Elan City Inc. retains the right to remove the materiel from the buyer.					
.....					
.....					
.....					
WARRANTY					
.....					
Delivered goods are fully covered by the warranty, including the device and its components as well as the labor and delivery fees associated with its repairs and / or replacement suite to defects approved by Elan City Inc. for a full 24 months from the date of delivery arrival, with the exception of batteries which are not covered by this warranty. (see "Battery Warranty")					
.....					
In the case of device malfunction, Elan City Inc. will carry out remote diagnostic checks with the client and with their approval, in order to identify any defective components (power supply, software, etc.) prior to proceeding with in-shop repairs, if needed.					

ELAN CITY
 10-34 44th Drive
 Long Island City, 11101
 United States

Phone. : (646) 878-6259
 Fax. : (646) 770-3906
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Description	Tax	Quantity	Unit Price	Disc.(%)	Price
.....					
.....					
.....					
WARRANTY DISCLAIMER: The Warranty does not apply to any damage caused by but not exclusive to:					
.....					
<ul style="list-style-type: none"> • Vandalism, fire, falls or impact • Abuse or mishandling • Unauthorized modifications and / or unauthorized additional / replacement accessories or products • Damage caused during transportation (see clause "Delivery of Goods") • Malfunctions due to improper connection or battery cable polarity inversion • Problems suite to improper installation non-compliant to our recommendations • Problems suite to wearing parts and / or accessories including the following but not exclusive to: batteries over 6 months old, broken / worn pole straps, broken / worn pole, etc. 					
.....					
Any repairable device, not or no longer covered by the warranty, which is returned to our after-sales service, will automatically undergo a refurbishment / repair quote, which will be submitted to the customer for acceptance or rejection. In case of rejection, the client will be liable for delivery costs and diagnostic testing costs incurred by Elan City Inc.					
.....					
.....					
.....					
RETURNS PROCEDURE: The client must inform the Customer Service department and describe the problem encountered in detail. The Elan City technicians will assist the client and attempt to identify the problem by performing remote diagnostic tests. If remote testing concludes defective device and / or components, the technician will attribute an RMA (Return Merchandise Authorization) or Claim Number to the customer, authorizing product return to the After Sales Service Department. This RMA / Claim number will be confirmed by email, along with a form outlining the After Sales Service Return Policy. The form must be completed, signed and dated by the client, and returned to the Elan City logistics department who will then process the request. A transportation request will then be sent by email to the customer and the removal of the package will be organized through an Elan City Inc. authorized carrier.					
.....					
In the case of customer refusal of the initial remote diagnostic testing, resulting in the independent and unauthorized sending of device / product(s), the devices / product(s) found non-defective, will not be covered by the warranty. The customer will then receive a quote from the After Sales Service Department for the in-shop diagnostic tests and the delivery costs for device / product(s) retrieval, the payment of which will need to be agreed upon before releasing the device / product(s).					
.....					
.....					
.....					
TERMS OF TRANSPORT : Failure to comply with the terms of transportation below, will cancel the RMA and the package will be returned to sender.					
.....					
<ul style="list-style-type: none"> • Batteries must not be present in the device or the device's packaging during the transportation • The device must be sent back in its original packaging. This includes properly packaging the device in the original foam and the original box. • Protective foam must protect all four corners of the device, in accordance to its original packaging when initially received. • The package must be sealed with security tape at both ends. • If the original packaging was not kept or was lost, a quote for replacement packaging will be sent to the client. • If the package is being shipped by pallet, the package must be put upright and film-wrapped before shipment. 					
.....					
.....					
.....					

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 Long Island City, 11101
 United States

Phone. : (646) 878-6259
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Description	Tax	Quantity	Unit Price	Disc.(%)	Price
-------------	-----	----------	------------	----------	-------

BATTERY WARRANTY

Batteries are under warranty by Elan City Inc. for 6 months. The same conditions of "delivery of goods" and "retention of title" are true for the batteries as for the device. Replacement batteries must be purchased from Elan City Inc. Use of non Elan City Inc. batteries and / or accessories, can annul the warranty(s), including the device's warranty. (See clause "warranty disclaimer"). Battery wires cannot be sold separately and must be purchased as a battery pack.

TERMS & CONDITIONS AND REIMBURSEMENT

All sales are final: no returns , exchanges and / or reimbursements. Elan City Inc. is not liable and will not reimburse or exchange goods for the following reasons but not exclusive to these reasons:

- Product's non-accordance with current and / or future local laws and / or regulations regarding the following but not exclusive to: radar speed sign specifications, road / zone placement, installation / mounting
- Product's non-accordance with Department of Transportation's regulation or choice of approval / authorization.
- Customer's dissatisfaction with product and / or customer service, company policies, etc.
- Change of personnel (original buyer change of post or title).
- Purchase made by unauthorized personnel.

Warranty active upon delivery of goods.

TO PLACE AN ORDER, PLEASE COMPLETE THE FOLLOWING:

Title: _____ Name (First, Last): _____

Check this box:

I have read, understood and agree to the terms of the Elan City Inc. :
 "General Terms of Sales and Delivery - WARRANTY."

Signature: _____

Date: (m/ d/ y): __ / __ / __

ElanCity



DETECT • INFORM • SECURE

THE EVOLIS RADAR SPEED SIGN



Elan City Inc.

10-34 44th Avenue – Long Island 11101 NY

646 878 6259 – sales@elancity.net

www.elancity.net

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ABOUT US

WHO WE ARE

- Created June 2005
- Activity: Design and manufacture of electronic display products for local governments
- Representation in + 45 countries
- Customers: more than 5,000 municipalities, DOTs, police departments, universities...
- Speed signs installed: more than 8,000 units

MISSION STATEMENT

- Provide a range of products dedicated to local communities: quality, reliability, ease of use
- Innovative design and user friendly products
- Help you at all stages of your projects
- Offer a reactive and qualitative customer service



REFERENCES

More than 6,000 satisfied customers worldwide:



“Within the first few days of installing the speed signs from Elan City, we noticed vehicles slowing down at our toll plazas. Installation was a breeze, software was trouble-free and the customer support was excellent. This product is definitely living up to our expectations.”

Eric Becker -Director of Roadway Operations - Kansas Turnpike Authority



“Evolis provided us a simple and fairly inexpensive solution for both monitoring vehicle speed while at the same time providing visual deterrent to motorist. The sign provides motorist speed in addition to providing a customized message display. In addition this portable speed sign provides us statistical feedback that aides us in furthering our enforcement efforts. The customer service department far exceeded our past experience with other vendors.”

Chief Joseph A. Sinagra - Saugerties Police Department

RADAR SPEED SIGNS: A POPULAR AND EFFECTIVE CONCEPT

THOUSANDS OF LOCAL GOVERNMENTS EQUIPPED

In less than 10 years, the number of governments using radar speed signs has dramatically increased, for the following reasons:

- » Efficiency in traffic calming: 15 to 20% average, measured at our customers.
- » Proven long term efficiency, especially for permanent installations.
- » Popularity among residents, school areas...
- » Ability to generate traffic statistics.

HOW DOES IT WORK?

A radar speed sign is used for traffic calming by confronting motorists with their speed. They are commonly installed at village entries, residential areas, schools zones, roadwork zones...

Speed is detected by a Doppler radar located inside the speed sign casing and displayed on a LED board. Messages can also be displayed according to the detected speed (slow down, danger...)

Speed displays also provide useful traffic information data (average and maximum speed, amount of vehicles...).

KEY BENEFITS



EFFICIENT SPEED REDUCTION



EASY TRAFFIC DATA ANALYSIS



POPULAR AND VISIBLE ACTION



The Minister of Transportation Québec, Mr Robert Poëti, inaugurating the national Road Safety campaign with the first Evolis radar of a massive installment plan.

EVOLIS RADAR SPEED SIGN: THE WORLDWIDE MARKET REFERENCE

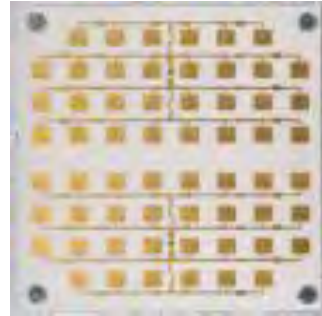
PRESENTATION



ACCURATE DETECTION

The Doppler antenna is the key element of a speed display. It has to provide:

- Most precise speed detection
- Long range



The Evolis Doppler antenna is:

- Located inside the casing
- Accuracy: +/-1%
- Range: up to 1,000 ft (adjustable)
- Detection: both sides of traffic. Only speed of on-coming vehicles is displayed. Data of on-coming and out-going vehicles are collected and saved to generate traffic statistics.
- Angle: 12° Horizontal 25 % Vertical

EYECATCHING DISPLAY OF SPEED

Unlike most products on the market that have only amber LEDs, Evolis can display speed in 3 colors for a much stronger calming effect:



- Display in **GREEN** or **AMBER** for speeds below speed limit.
- **RED** for excess speeds (flashing for critical speeds)



ENHANCED EFFICIENCY IN SPEED REDUCTION THROUGH DISPLAY OF TEXT MESSAGES

The simultaneous display of both messages and speed enhances the traffic calming effect. Drivers are further compelled to reduce their speed with radars that display messages than those who simply display the detected speed. Because of this, it is now mandatory in many countries for all radar speed signs to display messages.




Unlike other products on the market which only display speed, or those who alternate 1 message with the speed, the Evolis radar speed sign displays the SPEED at the same time as (5 programmable) TEXT MESSAGES:

MODEL	Competition	Competition	THE EVOLIS
			
Display	Speed only	Speed or text	SPEED AND TEXT
Calming effect	5-10% drop	10-15% drop	15-20% drop

Depending on the detected speed, up to 5 different messages can be displayed on the "Full-graphic" matrix 64*16 Pixels:



Examples of messages:

Type of message	Line height	Number of characters
1 Line of Text 	6.3'	Up to 8
2 Lines of Text 	3'	Up to 11
Icons 	6.3'	

HIGH BRIGHTNESS LEDS FOR BOTH DISPLAYS (SPEED & TEXT)

- OSRAM SMC high brightness low consumption LEDs
- Lifetime > 100.000 hours
- High visibility process with contrast lenses
- Automatic brightness adjustment control








RESISTANT AND ESTHETIC STRUCTURE



Elements	Specifications	Benefits
Front Face	Antiglare Polycarbonate. Convex shape	Excellent impact resistance. Excellent visibility even by bright sunlight
Casing	Reinforced Polycarbonate ABS resin. No external metal components (except stainless steel locks). Structural performance (charges, deformities, Passive Safety, resistance to shock and vibration) fully meets the requirements of world standards.	Excellent impact resistance. No corrosion
	Integrated Battery box with key-secured access. Dial selector and USB port located in the battery box.	Discreet and secure. Reduces the risk of vandalism.
	Weight below 16lbs. Dimensions 27"x27"x6"	Easy installation and removal. Limits the size of poles and concrete blocks. Reduced mechanical wear and tear.
	Waterproof IP 67 (NEMA 3). Monobloc structure.	Eliminates the risk of failure by oxidation. Any waterproof casing incorporating batteries must provide a solution for depressurization (the Evolis uses of a "Goretex" vent)
	Light color	Light colors attract and generate less heat than dark color. The lifetime of the electronics is increased. (+ 20% on average equal component)
	Color and anti-UV treatment integrated into the ABS resin	No paint, therefore no possible alteration (peeling...). Increases the lifetime of the product.

POWER SUPPLY: LOW CONSUMPTION ENABLE NUMEROUS POWER OPTIONS

DISPLAY	Average current	Average power at 12 Volts
Speed	0,3 Ah	3,6 W
Speed and message	0,8 Ah	9,6 W
Stand by (no display)	0,1 Ah	1,2 W

Battery	Mains	Street light	Solar Panel
			
Recharge with an external charger	Direct power supply. An internal charger supplies 12 Volts.	An internal quick charger (4 Ah) enables battery recharge during street light operation. Battery ensures day operation.	<p>2 Batteries 12 Volts 22 Ah with solar specific technology</p> <p>internal solar charger with intelligent charging management</p> <p>80 Watts solar panel. "Polycrystalline" High Performance.</p> <p>Dimensions: 38'x27'. Compact size prevents from windage. Charging capacity up to 5,3 A.</p> 

SET-UP SOFTWARE SUITE

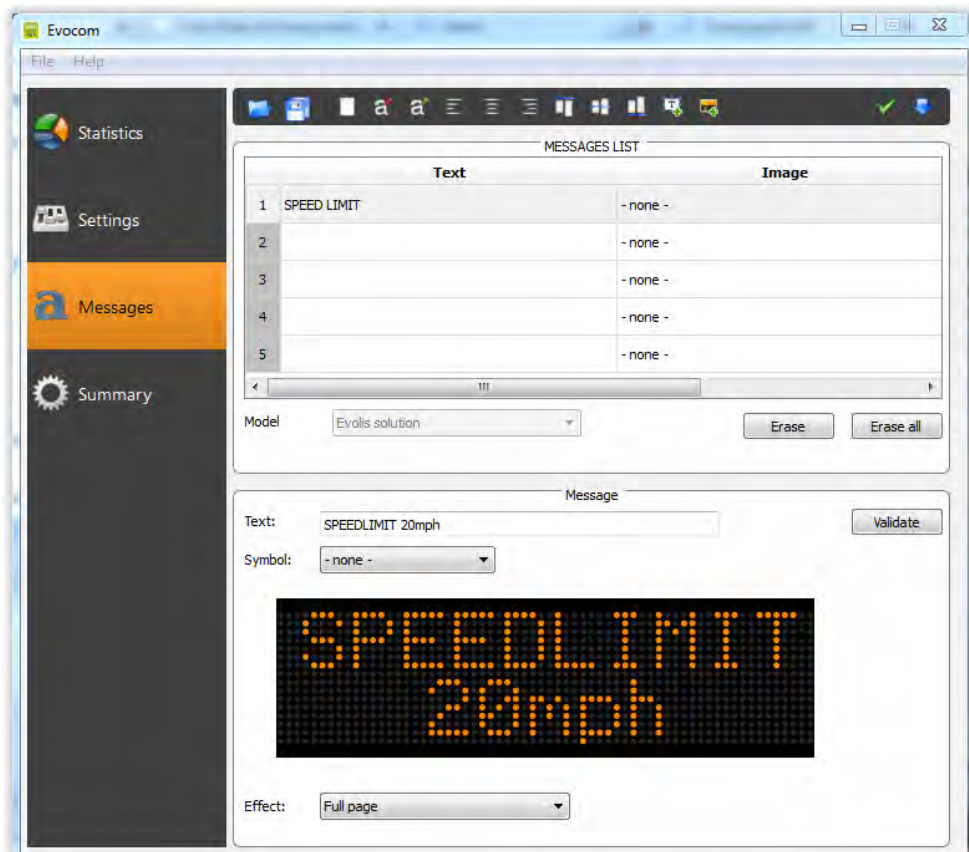
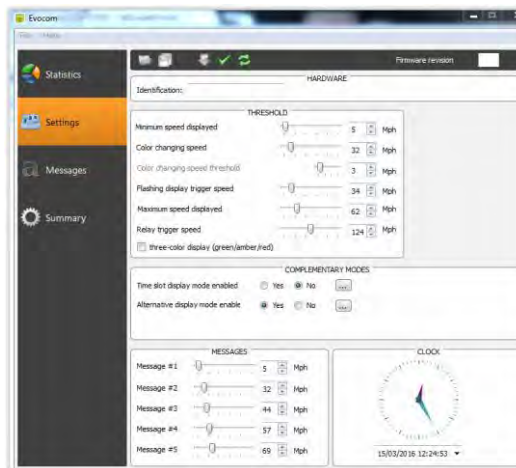
Communication with the speed display

Can be done by :

- USB (key secured access to USB plug)
- Bluetooth (secured by code) with PC, Mini Pc or touchpad (Android or Windows)
- Web. G.P.R.S. (upon request)



Change the parameters with Evocom set-up software:



Unlimited version for Windows. Evocom can be installed as many times as requested.

TRAFFIC DATA: HIGH MEMORY STORAGE & USER-FRIENDLY

- Internal memory of 8MB (more than 1.000.000 vehicles)
- Accuracy of speed measurements: +/-1 mph
- Each detection is precisely recorded and time-stamped

Data are collected using the software Evocom.

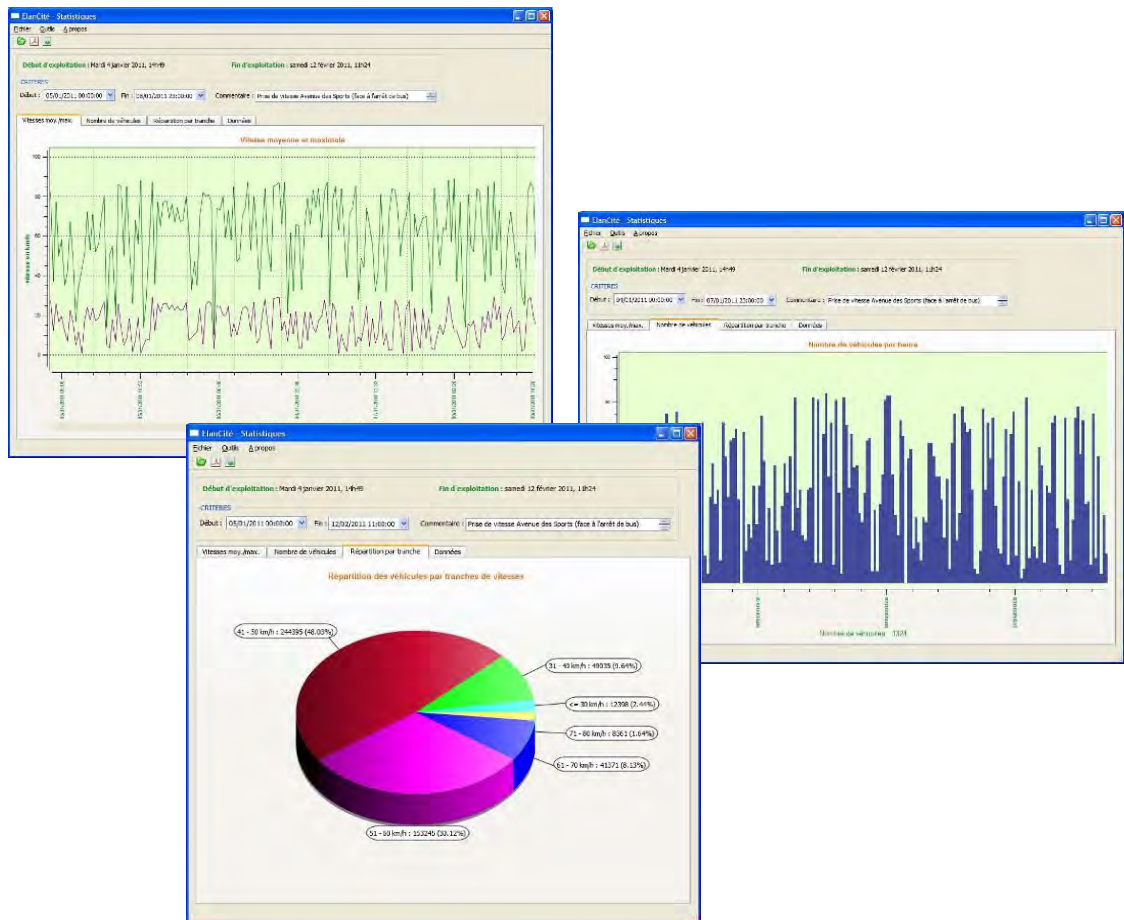
They are then analyzed using our software Evograph (unlimited version).



Several charts can be generated:

- Distribution of vehicles by speed range
- Maximum speed
- Percentiles: V30, V50 and V85
- Amount of vehicles

Data can be exported to Excel for further analysis or directly in PDF reports for mailing, printing and video presentations.



SAFE & EASY INSTALLATION

Step 1: mount the bar onto the pole



Step 2: secure the radar to the bar and lock it into place (optional) (pad lock not included)



Step 3: Insert the battery



Step 4: select the desired speed zone on the dial selector



THE EVOLIS RADAR SPEED SIGN IS NOW UP & RUNNING!

The Evolis does not require further adjustments.
Simply install the sign perpendicular to the traffic flow.



COMPREHENSIVE AND REACTIVE SERVICE

INSTALLATION

Evolis radar speed sign was designed to be quickly and easily installed by non-technician people. You can save on installation expenses by installing yourself. Alternately, any local service business (electrician, road works...) will do it at limited time and cost.

2-YEAR WARRANTY

Evolis radar speed signs are warranted during 2 years from installation date (except vandalism), on parts and labor.

In case of default device, our service department will proceed to a phone diagnosis. If a manufacturing default is proven, we proceed to factory return within 3 working days, and repair and shipping within 10 working days from receipt of default product.

WARRANTY CONDITIONS AND DEADLINES ONLY APPLY IF ORIGINAL PACKAGING IS KEPT BY CUSTOMER!

REACTIVE HOTLINE

Our service team helps on any question related to the use of our devices.

KEY FEATURES

- » Tested and proven technologies: + 8.000 units installed worldwide
- » Lightweight: easy to install and rotate
- » 3 LEDs digits: increased visibility and traffic calming effect.
- » Large sized matrix for messages
- » No corrosion nor color fading thanks to ABS resin design
- » User friendly software for set-up and traffic data analysis

The EVOLIS Radar Speed Sign

...on the road to a safer community



The **EVOLIS Radar Speed Sign** : - a highly powerful yet budget-friendly, traffic-calming tool, ideal for all road types, and both rural and urban environments. This extremely efficient, pole-mounted radar is legible from over 1,000ft away thanks to its ultra-bright, tri-color, LED speed digits and its simultaneous display of programmable messages.

The 99% accurate, traffic data collection for both directions of the road, including intuitive traffic analysis software, make this radar not only effective at reducing speed, but **an indispensable ally in speed infraction prevention and enforcement.**

And at only 19lbs, the **Evolis Radar Speed Sign's** lightweight design and choice of full power-autonomy or battery-powered options, it can be easily installed anywhere and rotated between locations as needed. Constructed from highly durable UV resistant ABS injected Resin, the robust yet aesthetic Evolis family of products can be trusted to operate in any environment.

With now nearly **10,000** units installed worldwide, the **EVOLIS Radar Speed Sign** has become a **global favorite!**

Pack Features:

- ✓ EVOLIS Radar Speed Sign (3 power-options)
- ✓ Message Display – entirely programmable
- ✓ Traffic Data Collection for both directions of the road
- ✓ Software for traffic data analysis, and radar configuration, with FREE updates
- ✓ Bluetooth® + Smartphone App
- ✓ Mounting kit & batteries (qty. varying per choice of pack)
- ✓ 2 Year Warranty



(646) 878-6259



www.elancity.net / sales@elancity.net

SPEED DISPLAY	
SPEED DIGITS	Height: 16 inches, Display: 7 segment
“YOUR SPEED” legend	1.26’ Highway-Gothic font
LEDs	Ultra-bright, 3-row thick, tri-color: Amber, Green and Red
LED ANGLE	30° cone angle, auto-dimming
LEGILITY	1,000+ feet
POWER CONSUMPTION	Ultra low power consumption. Average <5W
TEXT DISPLAY	
LEDs	Ultra-bright, Amber
MESSAGES	Pre-programmed or entirely personalized
SIZE-FONT / GRAPHICS	Choice of size and font, 1 or 2 lines text, and graphics available (school zone use)
DETECTION	
DOPPLER RADAR	Dual direction, K-Band, 24.125 GHz (FCC part 15 compliant)
ACCURACY	+/- 1 Mph, 99% accuracy
BEAM WIDTH	12° Horizontal – 25° Vertical
SPEED DETECTION	5 – 160 Mph
DETECTION RANGE	500ft to 1,000ft (configurable)
CASING	
MATERIEL	Robust, anti-corrosive ABS / PC injected resin; Curved polycarbonate front face
SIZE / WEIGHT	Dimensions: 27.5”H x 27.5”W x 6”D Weight: 16lbs. (without batteries)
WATERPROOF RATING	NEMA 4R / IP 65
COLOR	UV treated light grey (other colors available)
TEMPERATURE RESISTANCE	-40° F to +140° F (operational in extreme weather conditions)
ELECTRICAL SAFETY FEATURES	Two fuses (internal and external), internal pressure safety valve
BATTERY ENCLOSURE	Capacity to hold up to 2 batteries; manual dial for speed threshold programs
CONFIGURATION	
EVOCOM Software	Software for radar configuration + FREE updates
COMMUNICATION	USB, Bluetooth, EVOMOBILE smart phone application and GPRS (Optional),
THRESHOLDS	Speed (min, limit, max), anti-racing, flashing, color change (if activated)
TIMER MODE (school zone mode)	Alternative speed threshold: up to 2 settings / 4 time slots per day
STEALTH MODE	Continued traffic data collection with radar appearing to be off – blank display
TRAFFIC DATA ANALYSIS	
EVOGRAPH Software	Software for traffic data analysis + FREE updates
SPEED	Average and maximum speed, 85th percentile, distribution per speed group
COUNT	Estimated vehicle count
TYPE	Time-stamped data for both directions of the road
MEMORY STORAGE	Up to 1 million vehicles
FORMAT	Charts and graphs in Excel and/or Pdf form, for easy report printing
POWER OPTIONS	
“SOLAR” (solar-powered)	Internal solar regulator, solar panel, 2 batteries
“AC” (city lighting)	110V AC with internal charger, 1 battery (capacity for 2)
“AC MOBILE” (battery operated)	4 batteries (2 inside casing) + external charger and 110V AC with internal charger
ACCESSORIES	
MOUNTING KITS	Curved, ABS-injected resin, universal mounting-bar; aluminum bracket (for solar)
SOLAR PANEL	32” X 37”, 80 watt solar panel
BATTERIES	12V/22AH batteries included: 1(AC pack), 2(Solar pack), 4(AC Mobile pack)
EXTERNAL CHARGER	12V external charger (included in AC Mobile pack)



MONITOR SYSTEMS

<p>Quote Number</p> <p>Hickory Creek PD Chief Carey Dunn 1075 Ronald Reagan Avenue Hickory Creek, TX 75065 940-497-3520</p> <p>carey.dunn@hickorycreek-tx.gov</p>	<p>10737 Colewood Lane Dallas Texas 75243 1-888-819-7023 e-mail: sales@monitorsystems.net</p> <p>Date: 10-11-2017 www.monitorsystems.net</p>
--	--

Model # MSPM-2 Driver Feedback Sign

Quantity

<p>Standard Equipped as Follows: 16" Digits, High Intensity Amber LED's Directional Radar Speed Limit Alert Maximum Speed Cutoff Wireless Remote Control for Programming Powder Coated Enclosure Auto Light Sensor DC Power Lexan Window Rear Access Opening Pole Mountable "Rear"</p>
--

Price	\$ 2,300.00	8	\$ 18,400.00
Shipping	included	1	
Options			
Speed Statistical Software Package	included		\$ -
Solar Panel Option	\$ 750.00	8	\$ 6,000.00
battery box with solar regulator installed			
Solar Panel Mount			
50 watt panel			

Shipment within 30 days ARO **Total** **\$24,400.00**



MSPM 2

Pole Mounted LED Speed Display Sign

The MSPM-2 can be easily set up or moved from location to location to assist in gaining voluntary Speed Limit Compliance. Its lightweight modular design & easy mounting allows for placement on various size poles or structures without special brackets or supports. The MSPM-2 pole mounted driver feed back sign is built to withstand the harshest environments to provide dependable proven results

MSPM 2 Features & Options

features

- Super Bright, Wide Angle Amber LED's
- 16-inch LED Display
- Aluminum Powder Coated Enclosure
- User Defined Speeding Alert
- Maximum Display Cutoff
- Radio Frequency Wireless Remote
- Auto Brightness Control
- Shatter Resistant Display Window
- Directional Radar
- Radar enclosed within Display
- External keyed on/off switch

options

- Speed Statistical Software Package
- Metric Option (188 Display)
- Digital Timer
- Strobe
- AC Power
- Solar Panel



Contact Us

sales@monitorsystems.net www.monitorsystems.net Dallas, TX.

1-888-819-7023



MSPM 2 detailed specs

KEY SPECS

Aluminum Enclosure
White Powder Coated Finish
Stainless Steel Hardware
Secure Access Panel

Mounting Rail made of Uni-strut channel and accepts Uni-strut standard pipe mount clamps.

Auto Brightness Adjustments
Two 16-inch Tall Digits, LED Display
Optional Three Digit LED Display (199)
Super Bright, Wide Angle Amber LED's
Displays oncoming (approaching) vehicles only
Violation Alert: LED's flash speed when speed exceeds pre-set limit
RF Wireless Remote for setting Violation and High Speed Cutoff limits
5 mph/kph Violation and High Speed Cutoff adjustments
Polycarbonate Shatter resistant, Display Window for maximum protection
12 Volt DC Standard Power input
Radar system fully enclosed within display
All PCB's conformal coated to protect against moisture
External Keyed on/off switch
Voltage Tolerance: 8.5 - 15.5 volts DC
Operating Current: 2 amps max, less than 1 amp typical
Operating Temperature: -40 – 85C

Dimensions (including mounting rail):

US Model, 2 digits "88", Height 23 inches - Width 26 inches – Depth 3.5 inches

Metric Model 2.5 digits "188", Height 23 inches - Width 29 ½ inches – Depth 3.5 inches
Weight: 20 lbs. 24 lbs with AC option

Radar:

Directional Radar (set for approaching only vehicles).
K-band operating frequency (24.150 GHZ +/- 100 MHz)
Accuracy: +/- 1 mph –2 kph
Beam Width: 12 Degrees +/- 1 degree
Target Speed Display: 5 – 199 mph or kph

AC Power Supply (Option):

Input Voltage 100-240 VAC Output Voltage 12Vdc
Input Current 0.88A @100 VAC Output Current 6.25A
Temperature Range -35C to +70C RH 10-100
Safety Agency Approvals CE Mark, UL8750, EN61347-1, -2-13
IPC 67 Waterproof

Solar Panel Option

50 watt typical (larger wattage as needed per location)
Adjustable angle pole mount
Powder Coated Aluminum Battery Box, capable of holding upto a Group 27 Battery
Solar Regualtor enclosed in Battery Box



Contact Us



sales@monitorsystems.net www.monitorsystems.net Dallas, TX.

1-888-819-7023



Prodigy II Pole Mounted Speed Display Sign

A Full Matrix Display, Ideal size for school zones, residential streets, parking garages, industrial campus's and numerous other applications. Easily setup and operated, lightweight, modular designed LED Speed Display Sign to provide a strong consistent Driver Feedback for Enhanced Speed Awareness.



features

- Aluminum, powder coated enclosure with stainless steel hardware
- 4 settings for speed messages with graphic capability
- User defined Under, Over and Maximum Speed Display Settings
- Multi stage On/Off Scheduler
- Vehicle Statistical Data Software
- 3 user selectable numerical sizes
- Bluetooth Communication
- SD Storage

options

- Solar Panel
- AC Power Module
- Video Camera
- 7 inch LCD Android Tablet Remote
- Other Options Available



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1-888-819-7023



Prodigy II Spec Sheet

Create/Display Messages

- 4 settings for speed messages with graphic capability
- User defined Under, Over and Maximum Speed Display Settings
- Multi-stage on/off scheduler
- Includes programming software
- Vehicle statistical data
- Covert vehicle data capture
- Real-time clock
- On-board program storage
- Integrated bluetooth transceiver
- 3 user selectable numerical sizes
- SD card memory for expandable storage
- 4 LED's per pixel
- Polycarbonate, impact-resistant clear window
- LED pulse width modulation for longer battery life
- Keyed on/off

Display

- 12H x 18W x 3.5D inches, LED display area
- Auto brightness (automatically adjusts for light conditions)
- Aluminium enclosure with graffiti-resistant, powder-coated finish
- Shatter-resistant polycarbonate display window for maximum protection
- Super bright, wide angle amber LED's
- Displays oncoming (approaching) vehicles only
- User selectable kph/mph Speed Displays and adjustable Radar Range/Sensitivity
- Speed violation alert: Messages are user defined, showing either a message or the violaters speed
- Maximum display time end-user defined, can be different text message with speed or blank (blanks display above setting)
- Bluetooth communication or rotary switches for changing speed and maximum display limits
- 12 volt DC power
- Lockable access door for easy removal of SD card
- Radar system fully enclosed within display
- PCB's conformal coated for additional moisture protection
- Input Voltage Tolerance: 9.0 - 15.5 volts DC
- Nominal Power 5w

Intuitive user interface

- Compatible across wide variety of Windows platforms (XP, Vista, Windows 7, both 32 bit and 64 bit)
- Multiple available communication interfaces : Serial RS-232 connection
- Bluetooth connection
- 10Mbps ethernet connection
- User authorization required for connecting to the Variable Message Sign (VMS)
- Three user privilege levels available, all password protected
- Ethernet connection is protected with 128-bit AES encryption
- Configures all VMS operating parameters: VMS size – number of LED panels, LED dimming – fixed or automatic, automatic LED dimming table
- Ethernet address
- Bluetooth device name
- Scheduler to configure VMS operation times, multiple on/off cycles; hours, days and weeks
- SD card and flash memory
- Integrated image editor for managing VMS images: Allows in-place image editing
- Both static images and animations can be designed
- Image import / export to external image files, images can be grouped in image libraries for easier manipulation
- Arabic right-to-left text support
- Configures display modes (which images/animations will be displayed) for the following situations:
 1. No vehicle on the road
 2. Vehicle detected, at speed below defined limit
 3. Vehicle detected at speed over defined limit
 4. Vehicle detected, at speed over defined maximum speed
- Integrated file browser for remote access to the files stored on SD card
- Vehicle statistics logs
- Vehicle statistics log viewer and data analyzer



Contact Us



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1-888-819-7023



applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: | Chris Frett
972-801-4866

QUOTE
2009743

Page 1 of 1
Date: 10/11/17

Reg Sales Mgr: | Dave Lowry
972-801-4850

Effective From : 06/02/2017

Valid Through: 11/30/2017

Lead Time: 31 working days

Bill To: Hickory Creek Police Dept 1075 Ronald Reagan Ave Hickory Creek, TX 75065-7633	Customer ID: 750651 Accounts Payable	Ship To: Hickory Creek Police Dept 1075 Ronald Reagan Ave Hickory Creek, TX 75065-7633	<i>UPS Ground</i> Chief Carey Dunn
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	8	829-0026-00	2 Digit PMD, w/Bluetooth & 100W Solar	12	\$2,750.00	\$22,000.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	8	200-0937-20	Pole Mount Display, 2-Digit w/Bluetooth		\$0.00
2	8	200-0970-01	Rugged Bracket, Pole Mount/Message Display		\$0.00
3	8	015-0382-00	PMD 100W Solar Panel		\$0.00
4	8	200-1201-00	PMD 100W Solar Panel Mounting Kit		\$0.00
5	8	200-1046-00*	PMD Metal Tamper-Proof Battery Box		\$0.00
6	8	155-2406-04	PMD Battery Cable, 4 Foot		\$0.00
7	8	200-0773-00	40 MPH K-Band Tuning Fork		\$0.00
8	8	060-1000-12	12-Month Warranty		\$0.00

Group Total					\$22,000.00
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Product	\$22,000.00	Sub-Total:	\$22,000.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$520.00
		Total: USD	\$22,520.00

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.



PMD | Pole Mounted Display

Control traffic speed in a community-oriented policing way

Deploy in problem areas

Stalker's Pole Mounted Display (PMD) is a cost-effective solution for traffic calming in response to civilian complaints, or in locations where a speed reminder is adequate to slow down motorists.

- Get motorists attention
- Respond to civil complaints
- Easy to position and set up



PMD shown with optional heavy duty Prismatic reflective sign front

Get a real picture of traffic with Stalker Traffic Analyst

- Collect valuable traffic data to support Grant requests
- Demonstrate proactive enforcement in problem areas
- Provides intuitive survey and calendar setup
- Powerful reporting capabilities



Optional Solar/battery power

Stalker PMD Wizard App

The PMD is capable of pairing with a Bluetooth tablet or computer for easy programming.



STALKER[®]

Power to Enforce.

stalkerRadard.com



Bluetooth or Remote Control Setup

The PMD uses a Bluetooth-capable tablet or computer, or an infrared remote control, (included) to configure the sign. The remote control is conveniently stowed in the underside of the sign in a locked access compartment.

Either the Bluetooth device or remote control can fully configure and control the PMD.



Locking Access Door



The speed display's remote control and removable flash drive are conveniently stored inside the unit.



Secure Mounting

The PMD is delivered with a two-piece mounting bracket. One part mounts to the pole and covers the mounting hardware, the second part mounts to the unit. Pins and slots connect the two, and lock together, creating a secure and tamper-proof configuration.



5 Independent Timers

The PMD supports five independent timers which configure the sign to perform particular functions within the times selected, by an internal real time clock that allows each timer's start and stop time to be set on any date and at any time intervals.

Power Options

The PMD can be powered by a local 110/220 VAC source, a 12 VDC battery (Group 27 deep cycle recommended), or a solar panel.

The battery does not come with the unit. The solar panel also can act as a recharger for the battery during longer service intervals.



Specifications

Display

- Display Range Up to 99 (199 option)
- Display units mph or km/h
- Character size 15 inches (38 cm)
- Display color Amber on black background
- Character type 7-segment, 32 high-intensity LEDs per segment
- Intensity Adapts to ambient light conditions
- Speed Alert Flashing
- Speed hold time 2-second standard, configurable

Radar Performance

- Speed Range 1 – 200 mph (321.9 km/h)
- Speed resolution 1 mph (1 km/h)
- Distance range 1000 feet (304.8 m)
- Speed accuracy ±0.5 mph ±0.3% (±0.8 km/h ±0.3%)
- Configuration Fully configurable with dedicated RS-232 port

Radar

- Size 4.4" x 3.9" x 1.6" (11.2 cm x 9.9 cm x 4 cm)
- Environmental Operate -4°F to +140°F (-20°C to +60°C)
Storage -40°F to 185°F (-40°C to +85°C)
- Transmit power (EIRP) 19 dBm (79 mW)
- Antenna Gain 15 dBi
- Transmit Frequency 24.125 GHz
- Transmit bandwidth 100 MHz
- Transmit Type Continuous wave
- Beam Width Horizontal 32°, Vertical 30°

Power

- Input options 110 or 220 VAC, 12 VDC, or solar
- Battery charging External Lead Acid, with 2 amp-hour charge rate
- Power usage 7 watts standby, 19.5 watts typical display
27 watts Peak

Physical

- Size 26" x 18" x 2.3" (66 cm x 45.7 cm x 6 cm)
- Housing material Aluminum
- Weight 20 lbs. (9 kg)

Environmental

- Operating temperature -20° to 120° F (-29° to 49° C)
- Vented weather resistant housing

Accessories



STALKER®

Power to Enforce.

applied concepts, inc.

855 East Collins Boulevard ■ Richardson, Texas 75081
972.398.3780 ■ Fax 972.398.3781

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006-0550-00 Rev D

800-STALKER



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 10/17/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.10

Consider and act on implementing a K-9 unit.

Handler home

Kennel – 600

Roof – 130

Slab – 1000

1729

Vehicle

Insert- 2,400

Electronics –800

3200

Canine

Training K-9 – 7,500 SR and Narc (one year warranty) 6,000 narcotics only

(Includes continued training by certified trainer for problem solving)

7,500

Yearly budget

Dog food – 700 (can be donated)

Vet – 1,000 (can be donated)

Emergency fund – 1,000

Boarding – 500 (can be donated/ high end)

Equipment – 500

Certifications – 400 (must have)

4,100 Yearly

12,430 start off



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 10/17/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.11

Discussion regarding the Texas Oklahoma Patriot Shootout (T.O.P.S.)

No supporting documentation.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 10/17/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.12

Discussion regarding current road and sidewalk projects.

No supporting documentation.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 10/17/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. E.1

Town Administrator



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 10/17/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. F.1

Discussion and possible action regarding matters discussed in executive session.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 10/17/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. G.1

Adjournment