PUBLIC NOTICE TOWN OF HICKORY CREEK REGULAR MEETING OF THE TOWN COUNCIL 1075 RONALD REAGAN AVENUE

December 19, 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 December 19, 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

Presentation of Awards

Proclamation

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. October 2017 Council Meeting Minutes
- 2. October 2017 Financial Statements
- 3. November 2017 Financial Statements
- 4. Consider and act on a resolution designating the Denton Record Chronicle as the official newspaper for the Town of Hickory Creek, Texas.

D. Regular Agenda Items:

- 1. Presentation of 2017 Citizen Satisfaction Survey administered by Public Administration graduate students with The University of Texas at Arlington.
- 2. Presentation from Metrocom regarding development of certain real property described as A1220A H.H. SWISHER, TR 40, 24.732 ACRES, (located South of Swisher Road, West of Ronald Reagan Avenue, North of Turbeville Road and East of Parkridge Road.)
- 3. Consider and act on an ordinance granting to Atmos Energy Corporation, a Texas and Virginia Corporation, its successors and assigns, a franchise to construct, maintain and operate pipelines and equipment in the Town of Hickory Creek, Denton County, Texas.
- 4. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement by and between the Town of Hickory Creek and Span, Inc. for transportation services.
- 5. Consider and act on purchasing trees to be planted at various sites throughout the town.
- 6. Consider and act on proposals submitted for an extension of existing structure at the public works facility located at 970 Main Street.
- 7. Consider and act on allocating funds for the Town of Hickory Creek logo to be placed on the L.C.U.M.A. elevated storage tank in Hickory Creek.
- 8. Consider and act on a right-of-way dedication instrument between the Town of Hickory Creek and Kenneth R. and Linda K. Casey.
- 9. Discussion regarding the proposed extension of Point Vista Road from Ronald Reagan Avenue to Parkridge Road.
- 10. Consider and act on road improvements and related infrastructure for Point Vista and Turbeville roads.
- 11. Consider and act on an ordinance of the Town of Hickory Creek amending the Town's Code of Ordinances, Chapter 6 Health and Sanitation, Article 6.02 Maintenance of Premises; Division 2: Filth, Trash and Rubbish, Section 6.02.32: Receptacles.
- 12. Consider and act on an ordinance of the Town of Hickory Creek amending the Town's Code of Ordinances, Chapter 12 Traffic and Vehicles; Article 12.05 Stopping, Standing and Parking, Division 1: generally, Section 12.05.001 Definitions; amending Section 12.05.005 Parking of Oversized Commercial Vehicles; amending Section 12.05.0006 Parking in Nonresidential Districts; amending Section 12.05.007 Parking in Residential Districts or on property used for residential purposes; amending Section 12-05-008 On-Street Parking: amending Division 2: Schedules, Section 12.05-.043 No Parking except in emergency.
- 13. Consider and act on an ordinance of the Town of Hickory Creek amending the Town's Code of Ordinances, Chapter 14: Zoning, Exhibit A: Zoning Ordinance, Article XXII: Special Area and Use Regulations; Section 6: Outside storage of commercial products and regulation of commercial products and regulation of commercial storage structures.
- 14. Discussion regarding onsite personnel at Sycamore Bend Park.

- 15. Discussion regarding the volunteer appreciation dinner.
- 16. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for landscaping services by and between the Town of Hickory Creek and Grassperson Lawn Care and Landscape.
- 17. 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.
- 1. Consider and act on determining whether the continued operation of the nonconforming use of the property legally described as A1163A J.W. Simmons, TR 37, 19.795 Acres (located South of Swisher Road, East of Ronal Reagan Avenue, North of Turbeville Road and West of Point Vista Road) has an adverse effect on nearby properties and schedule a second public hearing to establish a compliance date for the nonconforming use.
- 2. Discussion regarding damage claim from Bob Dillon related to property located at 209 Texoma Drive, Hickory Creek, TX.

F. Reconvene into Open Session:

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

G. Adjournment:



Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.1

Call to Order



Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.2

Roll Call



Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.3

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



Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.4

Invocation



Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.5

Presentation of Awards

Ethan Salas will be recognized for an Eagle Scout project.

Craig Donham and Sharon Stewart will be presented a plaque of appreciation for their service on the Parks and Recreation Board.

Waste Management will recognize Lee Haughton.



Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.6

Proclamation

December 1, 2017 as Arbor Day in the Town of Hickory Creek.



Whereas,		1872, J. Sterling Morton proposed to the Nebraska Board of griculture that a special day be set aside for the planting of trees, and			
Whereas,		holiday, called Arbor Day, was first observed with the planting of more a million trees in Nebraska, and			
Whereas,	Arbor	Day is now observed throughout the nation as	nd the world, and		
Whereas,	trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and				
Whereas,		trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and			
Whereas,		ees in our city increase property values, enhance the economic vitality of siness areas, and beautify our community, and			
Whereas,		trees, wherever they are planted, are a source of joy and spiritual renewal.			
Now, Therefore	e, I,	Lynn C. Clark	, Mayor of the City of		
		Hickory Creek, Texas	, do hereby proclaim		
		December 1, 2017	as		
	(Arbor D	ay		



Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.7

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.



Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.8

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.



Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. B.1

No Public Hearing



Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.1

October 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 October 17, 2017 at 6:30 p.m. in the council chambers, located at 1075 Ronald Reagan Avenue. Notice of the meeting was posted as required by Title 5, Chapter 551 of the Texas Government Code. The following members were present and constituted a quorum of members:

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

Absent: Ian Theodore, Councilmember Place 5

Also in attendance were:

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

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

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

Councilmember Kenney gave the invocation.

Items of Community Interest

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

There were no speakers for public comment.

Item B - Public Hearing

No public hearing.

Item 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.

<u>Motion:</u> made by Councilmember Kenney to approve consent agenda Items C1 - C3 as presented. Motion seconded by Councilmember DuPree.

Ayes: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember

Kenney. **Nays:** None

MOTION PASSED UNANIMOUSLY

Item D – Regular Agenda Items

D (1) - Ceremonial Oath of Office and Presentation of Badge to Officer Madison McGrew.

Chief Carey Dunn administered the Oath of Office to Officer Madison McGrew.

<u>D (2) - Presentation regarding the Lake Cities Fire Department from Deputy Chief Michael Ross.</u>

Deputy Chief Michael Ross, provided an overview to council regarding the activities of the fire department including incident types, training, and call statistics. He also provided information regarding Lake Dallas High School Fire Academy and the anticipated Summer 2018 completion date for the construction of the new Headquarters and Fire Station 3 located on FM 2181.

D (3) - Consider and act on appointments to the Economic Development Corporation.

<u>Motion:</u> made by Councilmember Gordon to reappoint Nancy Koket to Place 1, Tracee Elrod to Place 3, Sugene May to Place 5 and Bruce Enriquez to Place 7 on the Economic Development Board. Motion seconded by Councilmember DuPree.

Aves: Councilmember DuPree, Councilmember Gordon and Councilmember Kenney

Nays: None

Abstained: Councilmember Elrod

MOTION PASSED

D (4) - Consider and act on an ordinance amending the 2016-2017 Fiscal Year Budget.

Motion: made by Councilmember Gordon to approve an ordinance amending the 2016-2017 Fiscal Year Budget. Motion seconded by Councilmember Elrod.

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

Nays: None

MOTION PASSED UNANIMOUSLY

<u>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.</u>

<u>Motion:</u> made by Councilmember Elrod to approve 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.

Motion seconded by Councilmember DuPree.

Ayes: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon and Councilmember

Kenney.

Nays: None

MOTION PASSED UNANIMOUSLY

<u>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.</u>

Item discussed in Executive Session.

<u>Motion</u>: made by Councilmember Gordon to authorize the town administrator to negotiate an agreement with the terms discussed in executive session. Motion seconded by Councilmember DuPree. **Ayes:** Councilmember Elrod, Councilmember DuPree, Councilmember Gordon and Councilmember Kenney.

Nays: None

MOTION PASSED UNANIMOUSLY

D (7) Consider and act on the 2018 day use park fees for Hickory Creek residents.

<u>Motion</u>: made by Councilmember Kenney to waive the 2018 day use park fees for Hickory Creek residents. Motion seconded by Councilmember Elrod.

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

Nays: None

MOTION PASSED UNANIMOUSLY

\underline{D} (8) - Consider and act on authorizing the town administrator to purchase vehicles for public works and code enforcement.

<u>Motion</u>: made by Councilmember Gordon to approve and authorize the town administrator to purchase vehicles for public works and code enforcement in an amount not to exceed \$62,500.00. Motion seconded by Councilmember Kenney.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (9) - Consider and act on purchasing speed display signage.

<u>Motion:</u> made by Councilmember Gordon to approve purchasing speed display signage from Elan City at a cost not to exceed \$24,625.00. Motion seconded by Councilmember Elrod.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (10) - Consider and act on implementing a K-9 unit.

Chief Dunn provided information to the town council regarding implementing a K-9 unit.

Motion: made by Councilmember Elrod to approve implementing a K-9 unit in amount not to exceed \$15,000 in starting costs.

Motion seconded by Councilmember Gordon.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (11) - Discussion regarding the Texas Oklahoma Patriot Shootout (T.O.P.S.)

John Smith, town administrator provided council information regarding the T.O.P.S. event to be held in September 2018 including a name change, fundraising, and other aspects of the event.

D (12) - Discussion regarding current road and sidewalk projects.

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

Item E - Executive Session: The Town Council convened into executive session at 8:15 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. Town Administrator

<u>Item F - Reconvene into Open Session: The Town Council reconvened into open session at 9:01 p.m.</u>

Motion: made by Councilmember Kenney to approve a contract for the town administrator as discussed in executive session. Motion seconded by Councilmember Elrod.

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

Nays: None

MOTION PASSED UNANIMOUSLY

Item G – Adjournment

<u>Motion:</u> made by Councilmember Kenney to adjourn the meeting. Motion seconded by Councilmember Elrod.

Ayes: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon and Councilmember

Kenney. **Nays:** None

MOTION PASSED UNANIMOUSLY

The meeting did then stand adjourned at 9:0	4 p.m.
Approved:	Attest:
Lynn C. Clark, Mayor Town of Hickory Creek	Kristi K. Rogers, Town Secretary Town of Hickory Creek



Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.2

October 2017 Financial Statements

Town of Hickory Creek Balance Sheet

As of October 31, 2017

	Oct 31, 17
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	17,454.43
BOA - Drug Forfeiture	1,310.82
BOA - Drug Seizure	592.08
BOA - General Fund	78,606.31
BOA - Parks and Recreation	98,808.59
BOA - Payroll	33,486.97
BOA - Police State Training	5,175.64
Logic Animal Shelter Facility	9,074.89
Logic Harbor Ln-Sycamore Bend	326,857.01
Logic Investment Fund	2,313,867.62
Logic Street & Road Improvement	2,137,935.01
Logic Turbeville Road	203,572.30
Total Checking/Savings	5,226,741.67
Total Current Assets	5,226,741.67
TOTAL ASSETS	5,226,741.67
LIABILITIES & EQUITY	0.00

Town of Hickory Creek Profit & Loss

October 2017

	Oct 17
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	7,405.71
4004 M&O Penalties & Interest	2,086.60
4006 Delinquent M&O	317.25
4008 I&S Debt Service	4,557.20
4010 I&S Penalties & Interest	195.73
4012 Delinquent I&S	237.75
Total Ad Valorem Tax Revenue	14,800.24
Building Department Revenue	
4102 Building Permits	32,554.32
4106 Contractor Registration	1,050.00
4112 Health Inspections	920.00
4124 Sign Permits	80.00
4128 Variance Fee	250.00
4132 Alarm Permit Fees	300.00
Total Building Department Revenue	35,154.32
Franchise Fee Revenue	
4212 Waste Management	6,588.17
Total Franchise Fee Revenue	6,588.17
Interest Revenue	
4302 Animal Shelter Interest	10.22
4308 Drug Forfeiture Interest	0.15
4310 Drug Seizure Interest	0.01
4314 Logic Investment Interest	2,693.54
4320 Logic Street/Road Improv.	2,329.69
4322 Logic Turbeville Road	221.82
4326 PD State Training Interest	0.09
4328 Logic Harbor/Sycamore Bend	356.15
Total Interest Revenue	5,611.67
Miscellaneous Revenue	
4502 Animal Adoption & Impound	65.00
4508 Annual Park Passes	290.60
4510 Arrowhead Park Fees	2,351.00
4526 Mineral Rights	37.04
4530 Other Receivables	108,729.06
4536 Point Vista Park Fees	254.00
4550 Sycamore Bend Fees	874.00
4558 Harbor Lane/Sycamore Bend	3,500.00
Total Miscellaneous Revenue	116,100.70
Municipal Court Revenue	
4602 Building Security Fee	818.05
4604 Citations	53,799.59
4606 Court Technology	1,090.74

Town of Hickory Creek Profit & Loss

October 2017

	Oct 17
4612 State Court Costs	20,284.93
Total Municipal Court Revenue	75,993.31
Sales Tax Revenue 4702 Sales Tax General Fund 4704 Sales Tax Road Maintenance 4706 Sales Tax 4B Corporation	75,539.62 15,107.92 30,215.85
Total Sales Tax Revenue	120,863.39
Total Income	375,111.80
Gross Profit	375,111.80
Expense Capital Outlay 5012 Streets & Road Improvement	93,358.97
Total Capital Outlay	93,358.97
General Government 5202 Bank Service Charges 5206 Computer Hardware/Software 5208 Copier Rental 5210 Dues & Memberships 5212 EDC Tax Payment 5216 Volunteer/Staff Events 5218 General Communications 5222 Office Supplies & Equip. 5224 Postage 5228 Town Council/Board Expense 5230 Training & Education 5232 Travel Expense Total General Government	37.00 5,120.59 584.65 100.00 30,215.85 780.00 7,880.69 155.34 267.44 115.08 290.00 644.25
Municipal Court 5304 Building Security 5312 Court Technology 5318 Merchant Fees/Credit Cards 5322 Office Supplies/Equipment 5324 State Court Costs 5328 Travel Expense 5332 Warrants Collected	172.82 200.00 -983.62 320.65 68,671.63 197.14 -3,295.75
Total Municipal Court	65,282.87
Parks and Recreation 5408 Tanglewood Park 5414 Tree City USA	371.84 374.20
Total Parks and Recreation	746.04
Parks Corps of Engineer 5432 Arrowhead 5434 Harbor Grove	4.45 79.24

Town of Hickory Creek Profit & Loss

October 2017

	Oct 17
5436 Point Vista	-350.70
5438 Sycamore Bend	-1,209.65
Tatal Barba Carra of Farrings	4 470 00
Total Parks Corps of Engineer	-1,476.66
Personnel	
5502 Administration Wages	18,480.72
5504 Municipal Court Wages	7,559.24
5506 Police Wages	13,004.45
5507 Police Overtime Wages	32,072.86
5508 Public Works Wages	12,805.57
5509 Public Works Overtime Wage	169.41
5510 Health Insurance	19,713.97
5514 Payroll Expense	1,257.11
5522 Workman's Compensation	23,704.24
Total Personnel	128,767.57
Police Department	
5602 Auto Gas & Oil	2,364.28
5606 Auto Maintenance & Repair	649.79
5608 Auto New Equipment	13,098.68
5612 Computer Hardware/Software	14,878.78
5614 Crime Lab Analysis	695.00
5626 Office Supplies/Equipment	101.82
5630 Personnel Equipment	1,241.65
5634 Travel Expense	1,061.02
5636 Uniforms	1,167.22
5640 Training & Education	1,354.00
5646 Community Outreach	39.08
Total Police Department	36,651.32
Public Works Department	
5710 Auto Gas & Oil	936.19
5716 Beautification	240.00
5722 Equipment	4,250.00
5724 Equipment Maintenance	312.19
5728 Equipment Supplies	309.70
5734 Radios	233.10
5740 Travel Expense	31.63
5742 Uniforms	315.59
Total Public Works Department	6,628.40
Services	
5816 General Insurance	28,973.70
5818 Inspections	2,059.00
5820 Fire Service	153,408.28
5824 Library Services	75.00
5828 Printing	74.07
5832 Computer Technical Support	28,500.00
Total Services	213,090.05

Town of Hickory Creek Profit & Loss October 2017

	Oct 17
Special Events	
6008 Tree Lighting	705.02
Total Special Events	705.02
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	27,073.93
5908 Street Lighting	51.13
5910 Telephone	142.78
5912 Water	861.91
Total Utilities & Maintenance	28,129.75
Total Expense	618,074.22
Net Ordinary Income	-242,962.42
Net Income	-242,962.42

	Oct 17	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	7, 4 05.71	928,583.00	0.8%
4004 M&O Penalties & Interest	2,086.60	4,000.00	52.2%
4006 Delinquent M&O	317.25	3,000.00	10.6%
4008 I&S Debt Service	4,557.20	800,411.00	0.6%
4010 I&S Penalties & Interest	195.73	4,000.00	4.9%
4012 Delinquent I&S	237.75	3,000.00	7.9%
Total Ad Valorem Tax Revenue	14,800.24	1,742,994.00	0.8%
Building Department Revenue			
4102 Building Permits	32,554.32	250,000.00	13.0%
4104 Certificate of Occupancy	0.00	600.00	0.0%
4106 Contractor Registration	1,050.00	5,000.00	21.0%
4108 Preliminary/Final Plat	0.00	0.00	0.0%
4110 Prelim/Final Site Plan	0.00	0.00	0.0%
4112 Health Inspections	920.00	10,120.00	9.1%
4118 Preliminary Plat	0.00	0.00	0.0%
4122 Septic Permits	0.00	850.00	0.0%
4124 Sign Permits	80.00	800.00	10.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	250.00	500.00	50.0%
4130 Vendor Fee	0.00	1,000.00	0.0%
4132 Alarm Permit Fees	300.00	1,800.00	16.7%
Total Building Department Revenue	35,154.32	270,870.00	13.0%
Franchise Fee Revenue			
4202 Atmos Energy	0.00	28,750.00	0.0%
4204 Charter Communications	0.00	34,500.00	0.0%
4206 CenturyLink	0.00	4,200.00	0.0%
4208 CoServ	0.00	4 ,200.00	0.0%
4210 Oncor Electric	0.00	130,000.00	0.0%
4212 Waste Management	6,588.17	36,000.00	18.3%
Total Franchise Fee Revenue	6,588.17	237,650.00	2.8%
Interest Revenue			
4302 Animal Shelter Interest	10.22	0.00	100.0%
4304 Building Security Interest	0.00	0.00	0.0%
4308 Drug Forfeiture Interest	0.15	0.00	100.0%
4310 Drug Seizure Interest	0.01	0.00	100.0%
4314 Logic Investment Interest	2,693.54	15,000.00	18.0%
4318 Logic Storm Water Drainage	0.00	0.00	0.0%
4320 Logic Street/Road Improv.	2,329.69	2,000.00	116.5%
4322 Logic Turbeville Road	221.82	500.00	44.4%
4326 PD State Training Interest	0.09	0.00	100.0%
4328 Logic Harbor/Sycamore Bend	356.15	0.00	100.0%
Total Interest Revenue	5,611.67	17,500.00	32.1%
Interlocal Revenue			
4402 Corp Contract Current Year	0.00	34,000.00	0.0%
Total Interlocal Revenue	0.00	34,000.00	0.0%
Miscellaneous Revenue		_	
4-6-6-4-4-6-4-6-4-4-4-4-4-4-4-4-4-4-4-4	65.00	5,000.00	1.3%
4502 Animal Adoption & Impound			
4502 Animal Adoption & Impound 4506 Animal Shelter Donations 4508 Annual Park Passes	0.00 290.60	1,000.00 20,000.00	0.0% 1.5%

	Oct 17	Budget	% of Budget
4510 Arrowhead Park Fees	2,351.00	15,000.00	15.7%
4512 Beer & Wine Permit	0.00	60.00	0.0%
4514 Cobra Premiums	0.00	0.00	0.0%
4516 Corp Parks Prior Year Rev	0.00	28,218.00	0.0%
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	0.00	0.00	0.0%
4522 EDCPayment/Ronald Reagan	0.00	45,778.00	0.0%
4524 Fund Balance Reserve	0.00	507,264.00	0.0%
	37.04	300.00	12.3%
4526 Mineral Rights	0.00	50.00	0.0%
4528 NSF Fees			
4530 Other Receivables	108,729.06	7,100.00	1,531.4%
4534 PD State Training	0.00	0.00	0.0%
4536 Point Vista Park Fees	254.00	5,000.00	5.1%
4546 Street Bond Proceeds	0.00	0.00	0.0%
4550 Sycamore Bend Fees	874.00	12,000.00	7.3%
4554 Building Security Fund Res	0.00	0.00	0.0%
4556 Court Tech Fund Reserve	0.00	7,650.00	0.0%
4558 Harbor Lane/Sycamore Bend	3,500.00	0.00	100.0%
Total Miscellaneous Revenue	116,100.70	654,420.00	17.7%
Municipal Count Description			
Municipal Court Revenue	210.05	44 250 00	7.20/
4602 Building Security Fee	818.05	11,250.00	7.3%
4604 Citations	53,799.59	625,000.00	8.6%
4606 Court Technology	1,090.74	15,000.00	7.3%
4610 Police Report	0.00	0.00	0.0%
4612 State Court Costs	20,284.93	256,250.00	7.9%
Total Municipal Court Revenue	75,993.31	907,500.00	8.4%
Sales Tax Revenue			
4702 Sales Tax General Fund	75,539.62	934,375.00	8.1%
4704 Sales Tax Road Maintenance	15,107.92	186,875.00	8.1%
4706 Sales Tax 4B Corporation	30,215.85	373,750.00	8.1%
4708 Sales Tax Mixed Beverage	0.00	0.00	0.0%
Total Sales Tax Revenue	120,863.39	1,495,000.00	8.1%
Total Income	375,111.80	5,359,934.00	7.0%
Gross Profit	375,111.80	5,359,934.00	7.0%
Expense Capital Outlay			
5010 Street Maintenance	0.00	186,875.00	0.0%
5012 Streets & Road Improvement	93,358.97	0.00	100.0%
5020 Main Street Reconstruction	0.00	0.00	0.0%
5022 Parks and Rec Improvements	0.00	60,218.00	0.0%
5024 Public Safety Improvements	0.00	156,000.00	0.0%
5026 Fleet Purchase/Replacement	0.00	120,000.00	0.0%
Total Capital Outlay	93,358.97	523,093.00	17.8%
Debt Service			
5104 2007 Bond Series	0.00	0.00	0.0%
5106 2012 Refunding Bond Series	0.00	147,660.00	0.0%
5108 2012 Tax Note Series	0.00	118,818.00	0.0%
5110 2015 Refunding Bond Series	0.00	308,000.00	0.0%
5112 2015 C.O. Series	0.00	271,700.00	0.0%
Total Debt Service	0.00	846,178.00	0.0%

	Oct 17	Budget	% of Budget
General Government			
5202 Bank Service Charges	37.00	200.00	18.5%
5204 Books & Subscriptions	0.00	300.00	0.0%
5206 Computer Hardware/Software	5,120.59	22,500.00	22.8%
5208 Copier Rental	584.65	3,500.00	16.7%
5210 Dues & Memberships	100.00	1,800.00	5.6%
5212 EDC Tax Payment	30,215.85	373,750.00	8.1%
5214 Election Expenses	0.00	5,000.00	0.0%
5216 Volunteer/Staff Events	780.00	8,000.00	9.8%
5218 General Communications	7,880.69	15,500.00	50.8%
5222 Office Supplies & Equip.	155.34	1,800.00	8.6%
5224 Postage	267.44	6,000.00	4.5%
5224 Fostage 5226 Community Cause	0.00	4,000.00	0.0%
5228 Town Council/Board Expense	115.08	5,000.00	2.3%
5230 Training & Education	290.00	2,000.00	14.5%
5232 Travel Expense	644.25	1,500.00	43.0%
5234 Staff Uniforms	0.00	700.00	0.0%
Total General Government	46,190.89	451,550.00	10.2%
Municipal Court			
5302 Books & Subscriptions	0.00	100.00	0.0%
5304 Building Security	172.82	11,250.00	1.5%
5312 Court Technology	200.00	22,650.00	0.9%
5314 Dues & Memberships	0.00	180.00	0.0%
5318 Merchant Fees/Credit Cards	-983.62	0.00	100.0%
5322 Office Supplies/Equipment	320.65	1,500.00	21.4%
5324 State Court Costs	68,671.63	256,250.00	26.8%
5326 Training & Education	0.00	1,200.00	0.0%
5328 Travel Expense	197.14	400.00	49.3%
5330 Warrant Roundup	0.00	1,500.00	0.0%
5332 Warrants Collected	-3,295.75	0.00	100.0%
Total Municipal Court	65,282.87	295,030.00	22.1%
Parks and Recreation			
5402 Events	0.00	3,000.00	0.0%
5404 Marketing	0.00	500.00	0.0%
5406 Professional Dues	0.00	400.00	0.0%
5408 Tanglewood Park	371.84	5,000.00	7.4%
5410 Travel and Training	0.00	1,000.00	0.0%
5412 KHCB	0.00	1,000.00	0.0%
5414 Tree City USA	374.20	1,500.00	24.9%
5416 Town Hall Park	0.00	15,000.00	0.0%
5418 Glenview Park	0.00	47,500.00	0.0%
Total Parks and Recreation	746.04	74,900.00	1.0%
Parks Corps of Engineer			
5432 Arrowhead	4.45	56,000.00	0.0%
5434 Harbor Grove	79.24	2,000.00	4.0%
5436 Point Vista	-350.70	6,000.00	-5.8%
5438 Sycamore Bend	-1,209.65	166,000.00	-0.7%
Total Parks Corps of Engineer	-1,476.66	230,000.00	-0.6%
Personnel			
5502 Administration Wages	18, 4 80.72	261,240.00	7.1%
5504 Municipal Court Wages	7,559.24	99,840.00	7.6%
5506 Police Wages	13,004.45	630,940.00	2.1%
5507 Police Overtime Wages	32,072.86	6,000.00	534.5%
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	Oct 17	Budget	% of Budget
5508 Public Works Wasse	12,805.57		7.2%
5508 Public Works Wages 5509 Public Works Overtime Wage	12,805.57	177,075.00 1,400.00	7.2% 12.1%
5510 Health Insurance	19,713.97	226,700.00	8.7%
5510 Health insurance 5512 Longevity	0.00	10,300.00	0.0%
5514 Payroll Expense	1,257.11	16,500.00	7.6%
5516 Employment Exams	0.00	1,500.00	0.0%
5518 Retirement (TMRS)	0.00	138,875.00	0.0%
5520 Unemployment (TWC)	0.00	2,000.00	0.0%
5522 Workman's Compensation	23,704.24	24,188.00	98.0%
Total Personnel		<u> </u>	
	128,767.57	1,596,558.00	8.1%
Police Department	2 264 29	25 000 00	0.50/
5602 Auto Gas & Oil	2,364.28	25,000.00	9.5%
5604 Auto Lease	0.00	0.00	0.0%
5606 Auto Maintenance & Repair	649.79	20,000.00	3.2%
5608 Auto New Equipment	13,098.68	8,000.00	163.7%
5610 Books & Subscriptions	0.00	300.00	0.0%
5612 Computer Hardware/Software	14,878.78	30,279.00	49.1%
5614 Crime Lab Analysis	695.00	1,500.00	46.3%
5616 Drug Forfeiture	0.00	0.00	0.0%
5618 Dues & Memberships	0.00	200.00	0.0%
5626 Office Supplies/Equipment	101.82	2,000.00	5.1%
5628 PD State Training	0.00	0.00	0.0%
5630 Personnel Equipment	1,241.65	5,000.00	24.8%
5632 Radios	0.00	0.00	0.0%
5634 Travel Expense	1,061.02	2,000.00	53.1%
5636 Uniforms	1,167.22	5,000.00	23.3%
5640 Training & Education	1,354.00	11,000.00	12.3%
5644 Citizens on Patrol	0.00	500.00	0.0%
5646 Community Outreach	39.08	1,000.00	3.9%
Total Police Department	36,651.32	111,779.00	32.8%
Public Works Department			
5702 Animal Control Donation	0.00	1,000.00	0.0%
5704 Animal Control Equipment	0.00	600.00	0.0%
5706 Animal Control Supplies	0.00	1,000.00	0.0%
5708 Animal Control Vet Fees	0.00	6,000.00	0.0%
5710 Auto Gas & Oil	936.19	10,000.00	9.4%
5714 Auto Maintenance/Repair	0.00	10,000.00	0.0%
5716 Beautification	240.00	50,000.00	0.5%
5718 Computer Hardware/Software	0.00	500.00	0.0%
5720 Dues & Memberships	0.00	350.00	0.0%
5722 Equipment	4,250.00	4,000.00	106.3%
5724 Equipment Maintenance	312.19	8,000.00	3.9%
5726 Equipment Rental	0.00	500.00	0.0%
5728 Equipment Supplies	309.70	6,500.00	4.8%
5732 Office Supplies/Equipment	0.00	800.00	0.0%
5734 Radios	233.10	3,200.00	7.3%
5738 Training	0.00	800.00	0.0%
5740 Travel Expense	31.63	1,000.00	3.2%
5742 Uniforms	315.59	2,000.00	15.8%
5748 Landscaping Services	0.00	35,000.00	0.0%
Total Public Works Department	6,628.40	141,250.00	4.7%
Services			
5802 Appraisal District	0.00	10,500.00	0.0%
5804 Attorney Fees	0.00	50,000.00	0.0%
•		•	•

	Oct 17	Budget	% of Budget
5806 Audit	0.00	14,000.00	0.0%
5808 Codification	0.00	1,500.00	0.0%
5812 Document Management	0.00	1,000.00	0.0%
5814 Engineering	0.00	30,000.00	0.0%
5816 General Insurance	28,973.70	29,521.00	98.1%
5818 Inspections	2,059.00	37,500.00	5.5%
5820 Fire Service	153,408.28	611,405.00	25.1%
5822 Legal Notices/Advertising	0.00	2,000.00	0.0%
5824 Library Services	75.00	500.00	15.0%
5826 Municipal Judge	0.00	11,520.00	0.0%
5828 Printing	74.07	1,600.00	4.6%
5830 Tax Collection	0.00	1,800.00	0.0%
5832 Computer Technical Support	28,500.00	30,000.00	95.0%
5836 Citizens on Patrol	0.00	0.00	0.0%
5838 DCCAC	0.00	1,000.00	0.0%
5840 Denton County Dispatch	0.00	27,950.00	0.0%
5844 Helping Hands	0.00	300.00	0.0%
5846 Span Transit Services	0.00	2,500.00	0.0%
Total Services	213,090.05	864,596.00	24.6%
Special Events			
6004 Fourth of July Celebration	0.00	4,000.00	0.0%
6008 Tree Lighting	705.02	3,000.00	23.5%
Total Special Events	705.02	7,000.00	10.1%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	27,073.93	124,500.00	21.7%
5904 Electric	0.00	30,000.00	0.0%
5906 Gas	0.00	1,500.00	0.0%
5908 Street Lighting	51.13	30,000.00	0.2%
5910 Telephone	142.78	23,000.00	0.6%
5912 Water	861.91	9,000.00	9.6%
Total Utilities & Maintenance	28,129.75	218,000.00	12.9%
Total Expense	618,074.22	5,359,934.00	11.5%
Net Ordinary Income	-242,962.42	0.00	100.0%
Net Income	-242,962.42	0.00	100.0%
The state of the s			7 773475344

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

Ту	oe Date	Num	Name	Amount
E	ary Income/Expense Expense Capital Outlay 5012 Streets & Roa			
Check	10/20/2017	3448	Quality Excavation, Ltd.	93,358.97
	Total 5012 Streets 8	Road Imp	rovement	93,358.97
	Total Capital Outlay			93,358.97
Bill	General Government 5206 Computer Han 10/05/2017	rdware/So	ftware Fund Accounting Solution Technologies	4,845.00
	Total 5206 Compute	r Hardware	e/Software	4,845.00
Check	5212 EDC Tax Pay 10/19/2017	nent 3446	Hickory Creek Economic Development	30,215.85
	Total 5212 EDC Tax	Payment		30,215.85
Bill	5218 General Com 10/05/2017	municatioi Invoi		7,040.00
	Total 5218 General	Communic	ations	7,040.00
	Total General Governm	nent		42,100.85
Check	Municipal Court 5324 State Court C 10/25/2017	osts Debit	State Comptroller	68,016.23
	Total 5324 State Co	urt Costs		68,016.23
Deposit Deposit Deposit Bill Bill	5332 Warrants Coll 10/04/2017 10/03/2017 10/11/2017 10/25/2017 10/25/2017	ected Invoi Invoi	Deposit Deposit Deposit Deposit McCreary, Veselka, Bragg and Allen, P.C. McCreary, Veselka, Bragg and Allen, P.C.	-1,293.58 -1,221.34 -1,187.76 1,491.24 2,376.64
	Total 5332 Warrants	Collected		165.20
	Total Municipal Court			68,181.43
Check	Police Department 5602 Auto Gas & O 10/27/2017	Debit	WEX INC DESFLEET DEBI	2,364.28 2,364.28
	Total 5602 Auto Gas			2,304.26
Bill Bill Bill	5608 Auto New Equ 10/25/2017 10/25/2017 10/25/2017	uipment Invoi Invoi Invoi	Motorola Solutions, Inc. Dell Marketing L.P. WatchGuard Video	3,536.00 4,487.68 5,075.00
	Total 5608 Auto Nev	v Equipme	nt	13,098.68

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

Ту	pe Date	Num	Name	Amount
Bill Check	5612 Computer Ha 10/05/2017 10/25/2017	irdware/So Invoi 3451	ftware Utility Associates, Inc. Denton County Auditor	1,250.00 13,063.11
	Total 5612 Comput	er Hardwar	e/Software	14,313.11
Dill	5630 Personnel Ed	-		
Bill	10/25/2017	Invoi	WatchGuard Video	1,100.00
	Total 5630 Personn		ent	1,100.00
Ol sal	Public Works Departme 5722 Equipment			30,876.07
Check	10/23/2017		AGL	4,250.00
	Total 5722 Equipme			4,250.00
	Total Public Works De	partment		4,250.00
Check	Services 5816 General Insur 10/05/2017	rance 3440	TML Risk Pool	28,973.70
	Total 5816 General	Insurance		28,973.70
Bill	5818 Inspections 10/25/2017	Invoi	Vaughn Inspections Plus, LLC	1,359.00
	Total 5818 Inspection	ons		1,359.00
Check	5820 Fire Service 10/05/2017	3438	City of Corinth	153,408.28
	Total 5820 Fire Serv	vice		153,408.28
Bill	5832 Computer Te 10/05/2017	chnical Su Invoi	pport MiTech Services, LLC	28,500.00
	Total 5832 Compute	er Technica	l Support	28,500.00
	Total Services			212,240.98
	Utilities & Maintenan 5902 Bldg Mainten	ance/Supp		
Check	10/12/2017	3442	Foam T ech	23,311.60
	Total 5902 Bldg Mai		Supplies	23,311.60
	Total Utilities & Mainte	nance		23,311.60
Т	otal Expense			474,319.90
Net O	dinary Income			-474,319.90
Net Inco	me			-474,319.90



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: 10/01/2017 - 10/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2845%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 42 DAYS AND THE NET ASSET VALUE FOR 10/31/17 WAS 1.000066.

MONTHLY ACTIVITY DETAIL					
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE	
	BEGINNING BALANCE			9,064.97	
10/31/2017	MONTHLY POSTING	9999888	9.92	9,074.89	
	ENDING BALANCE			9,074.89	

MONTHLY ACCOUNT SUMMARY		
BEGINNING BALANCE	9,064.97	
TOTAL DEPOSITS	0.00	
TOTAL WITHDRAWALS	0.00	
TOTAL INTEREST	9.92	
ENDING BALANCE	9,074.89	
AVERAGE BALANCE	9,064.97	

ACTIVITY SUMMARY (YEAR-TO-DATE)				
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST	
ANIMAL SHELTER FACILITY	0.00	0.00	85.16	

PAGE: 1 of 1





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: 10/01/2017 - 10/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2845%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 42 DAYS AND THE NET ASSET VALUE FOR 10/31/17 WAS 1.000066.

MONTHLY	ACTIVITY DETAIL			
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			326,500.86
10/31/2017	MONTHLY POSTING	9999888	356.15	326,857.01
	ENDING BALANCE			326,857.01

MONTHLY ACCOUNT SUMMARY				
326,500.86				
0.00				
0.00				
356.15				
326,857.01				
326,500.86				
	0.00 0.00 356.15 326,857.01			

ACTIVITY SUMMARY (YEAR-TO-DATE)					
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST		
HARBOR LANE - SYCAMORE BEND	0.00	0.00	3,064.15		

PAGE: 1 of 1





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: 10/01/2017 - 10/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2845%, THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 42 DAYS AND THE NET ASSET VALUE FOR 10/31/17 WAS 1.000066.

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			2,693,856.3
10/06/2017	ACH WITHDRAWAL	6086415	200,000.00 -	2,493,856.3
10/16/2017	ACH WITHDRAWAL	6086668	100,000.00 -	2,393,856.3
10/17/2017	TRANSFER FROM 1668276008	6086758	5,753,41	2,399,609.7
10/17/2017	TRANSFER TO 1668276010	6086757	8,782.47 -	2,390,827.3
10/17/2017	TRANSFER TO 1668276011	6086759	79.70 -	2,390,747.6
10/17/2017	TRANSFER TO 1668276012	6086760	323.53 -	2,390,424.0
10/23/2017	WIRE WITHDRAWAL	204635	4,250.00 -	2,386,174.0
10/31/2017	ACH WITHDRAWAL	6087137	75,000.00 -	2,311,174.0
10/31/2017	MONTHLY POSTING	9999888	2,693.54	2,313,867.6
	ENDING BALANCE			2,313,867.63

BEGINNING BALANCE	2,693,856.37
TOTAL DEPOSITS	5,753.41
TOTAL WITHDRAWALS	388,435.70
TOTAL INTEREST	2,693.54
ENDING BALANCE	2,313,867.62
AVERAGE BALANCE	2,469,187.52

PAGE: 1 of 2





MONTHLY STATEMENT OF ACCOUNT (continued)

ACCOUNT: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 10/01/2017 - 10/31/2017

ACTIVITY SUMMARY (YEAR-TO-DATE)				
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST	
INVESTMENT FUND	1,021,269.14	1,768,904.83	30,420.82	



MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276005

ACCOUNT NAME: RESIDENTIAL STREET & RD IMPROV

STATEMENT PERIOD: 10/01/2017 - 10/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1,2845%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 42 DAYS AND THE NET ASSET VALUE FOR 10/31/17 WAS 1,000066.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			2,135,605.32
10/31/2017	MONTHLY POSTING	9999888	2,329.69	2,137,935.01
	ENDING BALANCE			2,137,935.01

2,135,605.32	
0.00	
0.00	
2,329.69	
2,137,935.01	
2,135,605.32	
	0.00 0.00 2,329.69 2,137,935.01

ACTIVITY SUMMARY (YEAR-TO-DATE)					
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST		
RESIDENTIAL STREET & RD IMPROV	0.00	454,402.05	21,605.57		





MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276002

ACCOUNT NAME: TURBEVILLE RD IMPROVEMENT FUND

STATEMENT PERIOD: 10/01/2017 - 10/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2845%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 42 DAYS AND THE NET ASSET VALUE FOR 10/31/17 WAS 1.000066.

MONTHLY ACTIVITY DETAIL					
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE	
	BEGINNING BALANCE			203,350.48	
10/31/2017	MONTHLY POSTING	9999888	221.82	203,572.30	
	ENDING BALANCE			203,572.30	

BEGINNING BALANCE	203,350.48
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	221.82
ENDING BALANCE	203,572.30
AVERAGE BALANCE	203,350.48

ACTIVITY SUMMARY (YEAR-TO-DATE)				
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST	
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	1,908.39	





Town of Hickory Creek COUNCIL MEMORANDUM

Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.3

November 2017 Financial Statements

Town of Hickory Creek Balance Sheet

As of November 30, 2017

	Nov 30, 17
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	17,454.72
BOA - Drug Forfeiture	1,310.97
BOA - Drug Seizure	592.09
BOA - General Fund	309,925.46
BOA - Parks and Recreation	100,211.35
BOA - Payroll	250.00
BOA - Police State Training	5,175.73
Logic Animal Shelter Facility	9,084.51
Logic Harbor Ln-Sycamore Bend	3,167.55
Logic Investment Fund	2,640,359.82
Logic Street & Road Improvement	2,140,204.10
Logic Turbeville Road	203,788.37
Total Checking/Savings	5,431,524.67
Accounts Receivable	
Municipal Court Payments	785.90
Total Accounts Receivable	785.90
Total Current Assets	5,432,310.57
TOTAL ASSETS	5,432,310.57
LIABILITIES & EQUITY	0.00

	Nov 17
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	40,951.40
4004 M&O Penalties & Interest	180.84
4006 Delinquent M&O	641.65
4008 I&S Debt Service	35,298.93
4010 I&S Penalties & Interest	735.72
4012 Delinquent I&S	15.35
Total Ad Valorem Tax Revenue	77,823.89
Building Department Revenue	
4102 Building Permits	68,660.45
4104 Certificate of Occupancy	75.00
4106 Contractor Registration	750.00
4112 Health Inspections	5,520.00
4124 Sign Permits	10.00
4128 Variance Fee	250.00
4130 Vendor Fee	75.00
4132 Alarm Permit Fees	250.00
Total Building Department Revenue	75,590.45
Franchise Fee Revenue	
4204 Charter Communications	11,840.02
4206 CenturyLink	947.79
4208 CoServ	1,358.50
4210 Oncor Electric	134,943.86
4212 Waste Management	1,602.35
Total Franchise Fee Revenue	150,692.52
Interest Revenue	
4302 Animal Shelter Interest	9.91
4308 Drug Forfeiture Interest	0.15
4310 Drug Seizure Interest	0.01
4314 Logic Investment Interest	2,742.20
4320 Logic Street/Road Improv.	2,269.09
4322 Logic Turbeville Road	216.07
4326 PD State Training Interest	0.09 60.54
4328 Logic Harbor/Sycamore Bend	
Total Interest Revenue	5,298.06
Miscellaneous Revenue	
4502 Animal Adoption & Impound	270.00
4506 Animal Shelter Donations	642.30
4508 Annual Park Passes	241.80
4510 Arrowhead Park Fees	668.00
4526 Mineral Rights	37.08
4530 Other Receivables	3,735.19
4536 Point Vista Park Fees	186.00
4550 Sycamore Bend Fees	780.00

	Nov 17
Total Miscellaneous Revenue	6,560.37
Municipal Court Revenue	
4602 Building Security Fee	696.10
4604 Citations	42,675.27
4606 Court Technology	928.14
4612 State Court Costs	17,116.45
Total Municipal Court Revenue	61,415.96
Sales Tax Revenue	
4702 Sales Tax General Fund	91,486.64
4704 Sales Tax Road Maintenance	18,297.33
4706 Sales Tax 4B Corporation	36,594.66
Total Sales Tax Revenue	146,378.63
Total Income	523,759.88
Gross Profit	523,759.88
Expense	
Capital Outlay	
5012 Streets & Road Improvement	2,724.50
5026 Fleet Purchase/Replacement	28,128.00
Total Capital Outlay	30,852.50
General Government	
5202 Bank Service Charges	10.00
5204 Books & Subscriptions	48.50
5206 Computer Hardware/Software	71.59
5208 Copier Rental	531.84
5212 EDC Tax Payment	36,594.66
5216 Volunteer/Staff Events	1,418.02
5218 General Communications	34.99
5222 Office Supplies & Equip.	159.23
5226 Community Cause	269.99
5228 Town Council/Board Expense	899.85
5234 Staff Uniforms	66.26
Total General Government	40,104.93
Municipal Court	
5304 Building Security	120.68
5312 Court Technology	200.00
5314 Dues & Memberships	40.00
5318 Merchant Fees/Credit Cards	-187.04
5322 Office Supplies/Equipment	42.54
5332 Warrants Collected	-3,241.45
Total Municipal Court	-3,025.27
Parks and Recreation	
5408 Tanglewood Park	193.66
5414 Tree City USA	256.00
•	-A-W

	Nov 17
Total Parks and Recreation	449.66
Parks Corps of Engineer 5432 Arrowhead 5434 Harbor Grove 5436 Point Vista 5438 Sycamore Bend	800.59 63.58 184.08 3,082.62
Total Parks Corps of Engineer	4,130.87
Personnel 5502 Administration Wages 5504 Municipal Court Wages 5506 Police Wages 5507 Police Overtime Wages 5508 Public Works Wages 5509 Public Works Overtime Wage 5510 Health Insurance 5512 Longevity 5514 Payroll Expense 5516 Employment Exams 5518 Retirement (TMRS) 5520 Unemployment (TWC)	30,174.39 11,191.13 24,173.75 48,696.52 19,594.08 185.63 18,885.02 10,184.00 2,112.35 150.00 26,409.93 40.81
Total Personnel	191,797.61
Police Department 5602 Auto Gas & Oil 5606 Auto Maintenance & Repair 5608 Auto New Equipment 5610 Books & Subscriptions 5614 Crime Lab Analysis 5630 Personnel Equipment 5634 Travel Expense 5636 Uniforms 5640 Training & Education	2,089.91 2,366.27 3,267.50 344.26 245.30 7,900.64 173.98 480.02 35.00
Total Police Department	16,902.88
Public Works Department 5710 Auto Gas & Oil 5714 Auto Maintenance/Repair 5722 Equipment 5724 Equipment Maintenance 5728 Equipment Supplies 5732 Office Supplies/Equipment 5742 Uniforms	853.49 2,818.68 174.79 267.98 127.58 72.04 373.94
Total Public Works Department	4,688.50
Services 5804 Attorney Fees 5812 Document Management 5814 Engineering 5818 Inspections	5,102.88 72.21 821.10 6,240.00

	Nov 17
5822 Legal Notices/Advertising	242.00
5826 Municipal Judge	960.00
5828 Printing	543.63
5830 Tax Collection	1,108.45
Total Services	15,090.27
Special Events	
6008 Tree Lighting	2,700.32
Total Special Events	2,700.32
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	6,977.90
5904 Electric	2,175.78
5906 Gas	53.60
5908 Street Lighting	5,177.63
5910 Telephone	1,746.04
5912 Water	928.57
Total Utilities & Maintenance	17,059.52
Total Expense	320,751.79
Net Ordinary Income	203,008.09
Net Income	203,008.09

Town of Hickory Creek Budget vs. Actual Year to Date 16.67%

October through November 2017

	Oct - Nov 17	Budget	% of Budget
inary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	48,357.11	928,583.00	5.2%
4004 M&O Penalties & Interest	2,267.44	4,000.00	56.7%
4006 Delinquent M&O	958.90	3,000.00	32.0%
4008 I&S Debt Service	39,856.13	800,411.00	5.0%
4010 I&S Penalties & Interest	931.45	4,000.00	23.3%
4012 Delinquent I&S	253.10	3,000.00	8.4%
Total Ad Valorem Tax Revenue	92,624.13	1,742,994.00	5.3%
Building Department Revenue			
4102 Building Permits	101,214.77	250,000.00	40.5%
4104 Certificate of Occupancy	75.00	600.00	12.5%
4106 Contractor Registration	1,800.00	5,000.00	36.0%
4108 Preliminary/Final Plat	0.00	0.00	0.0%
4110 Prelim/Final Site Plan	0.00	0.00	0.0%
4112 Health Inspections	6,440.00	10,120.00	63.6%
4118 Preliminary Plat	0.00	0.00	0.0%
4122 Septic Permits	0.00	850.00	0.0%
4124 Sign Permits	90.00	800.00	11.3%
	0.00	200.00	0.0%
4126 Special Use Permit		500.00	100.0%
4128 Variance Fee	500.00		7.5%
4130 Vendor Fee	75.00	1,000.00	
4132 Alarm Permit Fees	550.00	1,800.00	30.6%
Total Building Department Revenue	110,744.77	270,870.00	40.9%
Franchise Fee Revenue		00 750 00	0.00/
4202 Atmos Energy	0.00	28,750.00	0.0%
4204 Charter Communications	11,840.02	34,500.00	34.3%
4206 CenturyLink	947.79	4,200.00	22.6%
4208 CoServ	1,358.50	4,200.00	32.3%
4210 Oncor Electric	134,943.86	130,000.00	103.8%
4212 Waste Management	8,190.52	36,000.00	22.8%
Total Franchise Fee Revenue	157,280.69	237,650.00	66.2%
Interest Revenue			
4302 Animal Shelter Interest	20.13	0.00	100.0%
4304 Building Security Interest	0.00	0.00	0.0%
4308 Drug Forfeiture Interest	0.30	0.00	100.0%
4310 Drug Seizure Interest	0.02	0.00	100.0%
4314 Logic Investment Interest	5,435.74	15,000.00	36.2%
4318 Logic Storm Water Drainage	0.00	0.00	0.0%
4320 Logic Street/Road Improv.	4,598.78	2,000.00	229.9%
4322 Logic Turbeville Road	437.89	500.00	87.6%
4326 PD State Training Interest	0.18	0.00	100.0%
4328 Logic Harbor/Sycamore Bend	416.69	0.00	100.0%
Total Interest Revenue	10,909.73	17,500.00	62.3%
Interlocal Revenue			
4402 Corp Contract Current Year	0.00	34,000.00	0.0%
Total Interlocal Revenue	0.00	34,000.00	0.0%
Miscellaneous Revenue			
	335.00	5,000.00	6.7%
4502 Animal Adoption & Impound	000.00		
4502 Animal Adoption & Impound 4506 Animal Shelter Donations		1,000.00	64.2%
4502 Animal Adoption & Impound 4506 Animal Shelter Donations 4508 Annual Park Passes	642.30 532.40	1,000.00 20,000.00	64.2% 2.7%

Town of Hickory Creek Budget vs. Actual Year to Date 16.67% October through November 2017

	Oct - Nov 17	Budget	% of Budget
4510 Arrowhead Park Fees	3,019.00	15,000.00	20.1%
4512 Beer & Wine Permit	0.00	60.00	0.0%
4514 Cobra Premiums	0.00	0.00	0.0%
4516 Corp Parks Prior Year Rev	0.00	28,218.00	0.0%
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	0.00	0.00	0.0%
4522 EDCPayment/Ronald Reagan	0.00	45,778.00	0.0%
4524 Fund Balance Reserve	0.00	507,264.00	0.0%
4526 Mineral Rights	74.12	300.00	24.7%
4528 NSF Fees	0.00	50.00	0.0%
4530 Other Receivables	112,464.25	7,100.00	1,584.0%
4534 PD State Training	0.00	0.00	0.0%
4536 Point Vista Park Fees	440.00	5,000.00	8.8%
4546 Street Bond Proceeds	0.00	0.00	0.0%
4550 Sycamore Bend Fees	1,654.00	12,000.00	13.8%
4554 Building Security Fund Res	0.00	0.00	0.0%
4556 Court Tech Fund Reserve	0.00	7,650.00	0.0%
4558 Harbor Lane/Sycamore Bend	3,500.00	0.00	100.0%
Total Miscellaneous Revenue	122,661.07	654,420.00	18.7%
Municipal Court Revenue			
4602 Building Security Fee	1,514.15	11,250.00	13.5%
4604 Citations	96,474.86	625,000.00	15.4%
4606 Court Technology	2,018.88	15,000.00	13.5%
4610 Police Report	0.00	0.00	0.0%
4612 State Court Costs	37,401.38	256,250.00	14.6%
Total Municipal Court Revenue	137,409.27	907,500.00	15.1%
Sales Tax Revenue			
4702 Sales Tax General Fund	167,026.26	934,375.00	17.9%
4704 Sales Tax Road Maintenance	33,405.25	186,875.00	17.9%
4706 Sales Tax 4B Corporation	66,810.51	373,750.00	17.9%
4708 Sales Tax Mixed Beverage	0.00	0.00	0.0%
Total Sales Tax Revenue	267,242.02	1,495,000.00	17.9%
Total Income	898,871.68	5,359,934.00	16.8%
Gross Profit	898,871.68	5,359,934.00	16.8%
Expense			
Capital Outlay	0.00	186,875.00	0.0%
5010 Street Maintenance		0.00	100.0%
5012 Streets & Road Improvement 5020 Main Street Reconstruction	96,083. 4 7 0.00	0.00	0.0%
	0.00	60,218.00	0.0%
5022 Parks and Rec Improvements 5024 Public Safety Improvements	0.00	156,000.00	0.0%
5024 Fublic Safety Improvements 5026 Fleet Purchase/Replacement	28,128.00	120,000.00	23.4%
Total Capital Outlay	124,211.47	523,093.00	23.7%
Debt Service			
5104 2007 Bond Series	0.00	0.00	0.0%
5106 2012 Refunding Bond Series	0.00	147,660.00	0.0%
5108 2012 Tax Note Series	0.00	118,818.00	0.0%
5110 2015 Refunding Bond Series	0.00	308,000.00	0.0%
5112 2015 C.O. Series	0.00	271,700.00	0.0%
Total Debt Service	0.00	846,178.00	0.0%

Town of Hickory Creek Budget vs. Actual Year to Date 16.67% October through November 2017

	Oct - Nov 17	Budget	% of Budget
General Government			
5202 Bank Service Charges	47.00	200.00	23.5%
5204 Books & Subscriptions	48.50	300.00	16.2%
5206 Computer Hardware/Software	5,192.18	22,500.00	23.1%
5208 Copier Rental	1,116.49	3,500.00	31.9%
5210 Dues & Memberships	100.00	1,800.00	5.6%
5212 EDC Tax Payment	66,810.51	373,750.00	17.9%
5214 Election Expenses	0.00	5,000.00	0.0%
5216 Volunteer/Staff Events	2,198.02	8,000.00	27.5%
5218 General Communications	7,915.68	15,500.00	51.1%
5222 Office Supplies & Equip.	314.57	1,800.00	17.5%
5224 Postage	267.44	6,000.00	4.5%
5226 Community Cause	269.99	4,000.00	6.7%
5228 Town Council/Board Expense	1,014.93	5,000.00	20.3%
5230 Training & Education	290.00	2,000.00	14.5%
5232 Travel Expense	644.25	1,500.00	43.0%
5234 Staff Uniforms	66.26	700.00	9.5%
Total General Government	86,295.82	451,550.00	19.1%
Municipal Court			
5302 Books & Subscriptions	0.00	100.00	0.0%
5304 Building Security	293.50	11,250.00	2.6%
5312 Court Technology	400.00	22,650.00	1.8%
5314 Dues & Memberships	40.00	180.00	22.2%
5318 Merchant Fees/Credit Cards	-1,170.66	0.00	100.0%
5322 Office Supplies/Equipment	363.19	1,500.00	24.2%
5324 State Court Costs	68,671.63	256,250.00	26.8%
5326 Training & Education	0.00	1,200.00	0.0%
5328 Travel Expense	197.14	400.00	49.3%
5330 Warrant Roundup	0.00	1,500.00	0.0%
5332 Warrants Collected	-6,537.20	0.00	100.0%
Total Municipal Court	62,257.60	295,030.00	21.1%
Parks and Recreation			
5402 Events	0.00	3,000.00	0.0%
5404 Marketing	0.00	500.00	0.0%
5406 Professional Dues	0.00	400.00	0.0%
5408 Tanglewood Park	565.50	5,000.00	11.3%
5410 Travel and Training	0.00	1,000.00	0.0%
5412 KHCB	0.00	1,000.00	0.0%
5414 Tree City USA	630.20	1,500.00	42.0%
5416 Town Hall Park	0.00	15,000.00	0.0%
5418 Glenview Park	0.00	47,500.00	0.0%
Total Parks and Recreation	1,195.70	74,900.00	1.6%
Parks Corps of Engineer		#A 02	4 407
5432 Arrowhead	805.04	56,000.00	1.4%
5434 Harbor Grove	142.82	2,000.00	7.1%
5436 Point Vista	-166.62	6,000.00	-2.8%
5438 Sycamore Bend	1,872.97	166,000.00	1.1%
Total Parks Corps of Engineer	2,654.21	230,000.00	1.2%
Personnel			
5502 Administration Wages	48,655.11	261,240.00	18.6%
5504 Municipal Court Wages	18,750.37	99,840.00	18.8%
5506 Police Wages	37,178.20	630,940.00	5.9%
5507 Police Overtime Wages	80,769.38	6,000.00	1,346.2%

Town of Hickory Creek Budget vs. Actual Year to Date 16.67%

October through November 2017

	Oct - Nov 17	Budget	% of Budget
5508 Public Works Wages	32,399.65	177,075.00	18.3%
5509 Public Works Overtime Wage	355.04	1,400.00	25.4%
5510 Health Insurance	38,598.99	226,700.00	17.0%
5512 Longevity	10,184.00	10,300.00	98.9%
		•	
5514 Payroll Expense	3,369.46	16,500.00	20.4%
5516 Employment Exams	150.00	1,500.00	10.0%
5518 Retirement (TMRS)	26,409.93	138,875.00	19.0%
5520 Unemployment (TWC)	40.81	2,000.00	2.0%
5522 Workman's Compensation	23,704.24	24,188.00	98.0%
Total Personnel	320,565.18	1,596,558.00	20.1%
Police Department			
5602 Auto Gas & Oil	4,454.19	25,000.00	17.8%
5604 Auto Lease	0.00	0.00	0.0%
5606 Auto Maintenance & Repair	3,016.06	20,000.00	15.1%
5608 Auto New Equipment	16,366.18	8,000.00	204.6%
5610 Books & Subscriptions	344.26	300.00	114.8%
5612 Computer Hardware/Software	14,878.78	30,279.00	49.1%
5614 Crime Lab Analysis	940.30	1,500.00	62.7%
5616 Drug Forfeiture	0.00	0.00	0.0%
5618 Dues & Memberships	0.00	200.00	0.0%
5626 Office Supplies/Equipment	101.82	2,000.00	5.1%
5628 PD State Training	0.00	0.00	0.0%
•	9,142.29	5,000.00	182.8%
5630 Personnel Equipment	0.00	0.00	0.0%
5632 Radios			
5634 Travel Expense	1,235.00	2,000.00	61.8%
5636 Uniforms	1,647.24	5,000.00	32.9%
5640 Training & Education	1,389.00	11,000.00	12.6%
5644 Citizens on Patrol	0.00	500.00	0.0%
5646 Community Outreach	39.08	1,000.00	3.9%
Total Police Department	53,554.20	111,779.00	47.9%
Public Works Department			
5702 Animal Control Donation	0.00	1,000.00	0.0%
5704 Animal Control Equipment	0.00	600.00	0.0%
5706 Animal Control Supplies	0.00	1,000.00	0.0%
5708 Animal Control Vet Fees	0.00	6,000.00	0.0%
5710 Auto Gas & Oil	1,789.68	10,000.00	17.9%
5714 Auto Maintenance/Repair	2,818.68	10,000.00	28.2%
5716 Beautification	240.00	50,000.00	0.5%
5718 Computer Hardware/Software	0.00	500.00	0.0%
5720 Dues & Memberships	0.00	350.00	0.0%
5722 Equipment	4,424.79	4,000.00	110.6%
5724 Equipment Maintenance	580.17	8,000.00	7.3%
5724 Equipment Rental	0.00	500.00	0.0%
5728 Equipment Supplies	437.28	6,500.00	6.7%
	72.04	800.00	9.0%
5732 Office Supplies/Equipment 5734 Radios	233.10	3,200.00	9.0% 7.3%
5738 Training	0.00	800.00	0.0%
5740 Travel Expense	31.63	1,000.00	3.2%
5742 Uniforms 5748 Landscaping Services	689.53 0.00	2,000.00 35,000.00	3 4 .5% 0.0%
Total Public Works Department	11,316.90	141,250.00	8.0%
•	11,310.80	141,250.00	0.0%
Services	0.00	10 500 00	0.00/
5802 Appraisal District	0.00	10,500.00	0.0%
5804 Attorney Fees	5,102.88	50,000.00	10.2%

Town of Hickory Creek Budget vs. Actual Year to Date 16.67%

October through November 2017

	Oct - Nov 17	Budget	% of Budget
5806 Audit	0.00	14,000.00	0.0%
5808 Codification	0.00	1,500.00	0.0%
5812 Document Management	72.21	1,000.00	7.2%
5814 Engineering	821.10	30,000.00	2.7%
5816 General Insurance	28,973.70	29,521.00	98.1%
5818 Inspections	8,299.00	37,500.00	22.1%
5820 Fire Service	153,408.28	611,405.00	25.1%
5822 Legal Notices/Advertising	242.00	2,000.00	12.1%
5824 Library Services	75.00	500.00	15.0%
5826 Municipal Judge	960.00	11,520.00	8.3%
5828 Printing	617.70	1,600.00	38.6%
5830 Tax Collection	1,108.45	1,800.00	61.6%
5832 Computer Technical Support	28,500.00	30,000.00	95.0%
5836 Citizens on Patrol	0.00	0.00	0.0%
5838 DCCAC	0.00	1,000.00	0.0%
5840 Denton County Dispatch	0.00	27,950.00	0.0%
5844 Helping Hands	0.00	300.00	0.0%
5846 Span Transit Services	0.00	2,500.00	0.0%
Total Services	228,180.32	864,596.00	26.4%
Special Events			
6004 Fourth of July Celebration	0.00	4,000.00	0.0%
6008 Tree Lighting	3,405.34	3,000.00	113.5%
Total Special Events	3,405.34	7,000.00	48.6%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	34,051.83	124,500.00	27.4%
5904 Electric	2,175.78	30,000.00	7.3%
5906 Gas	53.60	1,500.00	3.6%
5908 Street Lighting	5,228.76	30,000.00	17.4%
5910 Telephone	1,888.82	23,000.00	8.2%
5912 Water	1,790.48	9,000.00	19.9%
Total Utilities & Maintenance	4 5,189.27	218,000.00	20.7%
Total Expense	938,826.01	5,359,934.00	17.5%
Net Ordinary Income	-39,954.33	0.00	100.0%
Net Income	-39,954.33	0.00	100.0%

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

Ту	pe D	ate Num	Name	Amount
	ary Income/Expe Expense Capital Outlay	ense s & Road Improv	vement	
Bill	11/15/2			2,724.50
	Total 5012 S	treets & Road Im	nprovement	2,724.50
	Total Capital Ou	utlay		2,724.50
Check	General Gover 5212 EDC Ta 11/13/2	ax Payment	Hickory Creek Economic Development	36,594.66
	Total 5212 E	DC T ax Paymen	t	36,594.66
Check	5216 Volunt e 11/15/2	eer/Staff Events 2017 Debit	COSTCO WHSE #0 11/15 #000562543	1,119.84
	Total 5216 V	olunteer/Staff Ev	rents	1,119.84
	Total General G	Sovernment		37,714.50
Bill	Parks Corps of 5438 Sycamo 11/15/2	ore Bend	. Halff Associates, Inc.	2,367.30
JIII		ycamore Bend	. Ham Associates, inc.	2,367.30
	Total Parks Cor			2,367.30
Check	Police Departm 5602 Auto G 11/28/2	nent as & Oil	WEX INC DESFLEET DEBI	2,089.91
	Total 5602 A	uto Gas & Oil		2,089.91
Bill	5606 Auto M 11/14/2	aintenance & R 2017 R.O	•	1,192.14
	Total 5606 Au	uto Maintenance	& Repair	1,192.14
3ill	5608 Auto N o 11/14/2	ew Equipment 2017 Invoi	. Applied Concepts	3,267.50
	Total 5608 Au	uto New Equipm	ent	3,267.50
	5630 Person	nel Equipment		
Check	11/15/2	2017	HUB CITY CANINE DESSALE	7,500.00
	Total 5630 Pe	ersonnel Equipm	ent	7,500.00
	Total Police Dep	partment		14,049.55
3ill	Public Works E 5714 Auto M 11/14/2	aintenance/Rep		2 424 10
וווע	1 1/ 14/2	.o., R.O	. Offisitati Diotriers Automotive	2,424.18

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

Ту	pe Date	Num	Name Name	Amount
	Total 5714 Auto Maint	enance/f	Repair	2,424.18
	Total Public Works Depa	artment		2,424.18
Bill	Services 5804 Attorney Fees 11/14/2017	9975	Hayes, Berry, White & Vanzant	4,135.83
	Total 5804 Attorney F	ees		4,135.83
Bill	5818 Inspections 11/15/2017	Invoi	Vaughn Inspections Plus, LLC	5,840.00
	Total 5818 Inspections	6		5,840.00
Check	5830 Tax Collection 11/22/2017	Debit	CHECKCARD 1120 DENTON CO TX TAX	1,083.53
	Total 5830 Tax Collec	tion		1,083.53
	Total Services			11,059.36
Check	Utilities & Maintenance 5902 Bldg Maintenar 11/16/2017		olies Hudson Energy Services, LLC	2,175.78
	Total 5902 Bldg Maint	enance/S	Supplies	2,175.78
Bill	5904 Electric 11/15/2017		Hudson Energy Services, LLC	2,175.78
	Total 5904 Electric			2,175.78
Bill Check	5908 Street Lighting 11/15/2017 11/16/2017	Debit	Hudson Energy Services, LLC Hudson Energy Services, LLC	2,511.27 2,511.27
	Total 5908 Street Ligh	ting		5,022.54
Bill	5910 Telephone 11/14/2017	Acc	CenturyLink	1,746.04
	Total 5910 Telephone			1,746.04
	Total Utilities & Maintena	nce		11,120.14
٦	otal Expense			81,459.53
Net O	rdinary Income			-81,459.53
Net Inco	me			-81,459.53



MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276007

ACCOUNT NAME: ANIMAL SHELTER FACILITY **STATEMENT PERIOD**: 11/01/2017 - 11/30/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2913%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 11/30/17 WAS 1.000054

MONTHLY ACTIVITY DETAIL					
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE	
	BEGINNING BALANCE			9,074.89	
11/30/2017	MONTHLY POSTING	9999888	9.62	9,084.51	
	ENDING BALANCE			9,084.51	

MONTHLY ACCOUNT SUMMARY		
BEGINNING BALANCE	9,074.89	
TOTAL DEPOSITS	0.00	
TOTAL WITHDRAWALS	0.00	
TOTAL INTEREST	9.62	
ENDING BALANCE	9,084.51	
AVERAGE BALANCE	9,074.89	

ACTIVITY SUMMARY (YEAR-1	O-DATE)		
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	94.78

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





MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276009

ACCOUNT NAME: HARBOR LANE - SYCAMORE BEND

STATEMENT PERIOD: 11/01/2017 - 11/30/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2913%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 11/30/17 WAS 1.000054

MONTHLY ACTIVITY DETAIL						
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE		
	BEGINNING BALANCE			326,857.01		
11/06/2017	TRANSFER TO 1668276001	6087382	323,750.00 -	3,107.01		
11/30/2017	MONTHLY POSTING	9999888	60.54	3,167.55		
	ENDING BALANCE			3,167.55		

ITHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	326,857.01
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	323,750.00
TOTAL INTEREST	60.54
ENDING BALANCE	3,167.55
AVERAGE BALANCE	57,065.34

ACTIVITY SUMMARY (YEAR-TO-	DATE)		The state of the s
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	323,750.00	3,124.69

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





MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 11/01/2017 - 11/30/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2913%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 11/30/17 WAS 1.000054

MONTHLY A	ACTIVITY DETAIL		ACCION NO	
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			2,313,867.6
11/06/2017	TRANSFER FROM 1668276009	6087382	323,750.00	2,637,617.6
11/30/2017	MONTHLY POSTING	9999888	2,742.20	2,640,359.8
	ENDING BALANCE			2,640,359.8

2,313,867.62
323,750.00
0.00
2,742.20
2,640,359.82
2,583,659.29

ACTIVITY SUMMARY (YEAR-TO-DATE)				
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST	
INVESTMENT FUND	1,345,019.14	1,768,904.83	33,163.02	

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





MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276005

ACCOUNT NAME: RESIDENTIAL STREET & RD IMPROV

STATEMENT PERIOD: 11/01/2017 - 11/30/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2913%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 11/30/17 WAS 1.000054

ACTIVITY DETAIL			
DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
BEGINNING BALANCE		U II-	2,137,935.01
MONTHLY POSTING	9999888	2,269.09	2,140,204.10
ENDING BALANCE			2,140,204.10
	DESCRIPTION BEGINNING BALANCE MONTHLY POSTING	DESCRIPTION CONFIRMATION NUMBER BEGINNING BALANCE MONTHLY POSTING 9999888	DESCRIPTIONCONFIRMATION NUMBERTRANSACTION AMOUNTBEGINNING BALANCE99998882,269.09

ONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	2,137,935.01
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	2,269.09
ENDING BALANCE	2,140,204.10
AVERAGE BALANCE	2,137,935.01

ACTIVITY SUMMARY (YEAR-TO-I	DATE)		
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
RESIDENTIAL STREET & RD IMPROV	0.00	454,402.05	23,874.66





MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276002

ACCOUNT NAME: TURBEVILLE RD IMPROVEMENT FUND

STATEMENT PERIOD: 11/01/2017 - 11/30/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2913%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 11/30/17 WAS 1.000054

MONTHLY	ACTIVITY DETAIL			
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			203,572.30
11/30/2017	MONTHLY POSTING	9999888	216.07	203,788.37
	ENDING BALANCE			203,788.37

BEGINNING BALANCE	203,572.30
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	216.07
ENDING BALANCE	203,788.37
AVERAGE BALANCE	203,572.30

ACTIVITY SUMMARY (YEAR-TO-DATE)				
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST	
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	2,124.46	





Town of Hickory Creek COUNCIL MEMORANDUM

Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.4

Consider and act on a resolution designating the Denton Record Chronicle as the official newspaper for the

Town of Hickory Creek, Texas.

TOWN OF HICKORY CREEK RESOLUTION NO. 2017-1219-1

A RESOLUTION OF THE TOWN OF HICKORY CREEK, TEXAS DESIGNATING THE DENTON RECORD CHRONICLE AS THE OFFICIAL NEWSPAPER FOR THE TOWN OF HICKORY CREEK, TEXAS.

WHEREAS, the Town of Hickory Creek is required to adopt an official municipal newspaper as per Chapter 52.004 of the Texas Local Government Code; and

WHEREAS, the Town Council of the Town of Hickory shall publish in the official newspaper each ordinance; captions of ordinances; notice; or other matter required by law or ordinance to be published;

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

Section 1

The Town of Hickory Creek hereby designates the Denton Record Chronicle as the official newspaper of the Town of Hickory Creek.

Section 2

The Town Secretary is hereby authorized to publish required matters with the official newspaper for the Town of Hickory Creek.

Section 3

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

PASSED AND APPROVED this the 19th day of December, 2017.

	Lynn C. Clark, Mayor Town of Hickory Creek
ATTEST:	APPROVED AS TO FORM:
Kristi K. Rogers, Town Secretary	Lance Vanzant, Town Attorney



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.1

Presentation of 2017 Citizen Satisfaction Survey administered by Public Administration graduate students with The University of Texas at Arlington.



Final Report: 2017 Citizen Satisfaction Survey for the Town of Hickory Creek, Texas Jared Bruno, Shelley M. Elliott, Leonard Mantey, and Kimberly Meismer

PAPP 5399-500: Public Administration Capstone

The University of Texas at Arlington

Mr. Bob Hart - Professor

Fall 2017

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Executive Summary

In the fall of 2017, four Public Administration graduate students with The University of Texas at Arlington administered the Citizen Satisfaction Survey for the Town of Hickory Creek. It was determined the survey was needed as part of the Town's efforts to assess the citizen's satisfaction with current services and to seek areas in need of improvement. The information gathered from this survey will help the town administrators more effectively focus their improvement efforts, allowing them to better serve the citizens of the Town of Hickory Creek.

Methodology

A fourteen-topic survey was posted on the Town of Hickory Creek's website. A message was also posted on the Town's social media platforms informing followers of the survey and where it could be accessed. This did not result in the desired number of responses. A paper survey was mailed via the United States Postal Service in an effort to garner more responses.

The Town of Hickory Creek has a population of approximately 4,222 citizens. The goal was to receive a response rate of between 8% and 10%, which would be approximately 375 responses. There were 92 responses, which equates to a 2.3% response rate. Survey responses were still being received upon the conclusion of the survey.

Confidence Intervals

It is customary to describe the precision of estimates made from surveys by a "level of confidence" and accompanying "confidence interval" (or margin of error). A traditional level of confidence, and the one used here, is 95%. The 95% confidence interval can be any size and quantifies the sampling error or imprecision of the survey results because some residents' opinions are relied on to estimate all residents' opinions.

The margin of error for the Town of Hickory Creek survey is no greater than plus or minus four percentage points around any given percent reported for the entire sample.

Major Findings

It should be noted that some questions received a response of "No Interaction". These responses were excluded from many of the graphs and explanations of this report. Statements reading, "who had an opinion" will show that these percentages were omitted.

- Eitizens reported the following as being the most important aspects of quality of life in Hickory Creek. Ninety-seven percent (97%) of the responding citizens surveyed said their neighborhood as a place to live was most important; 89% said Hickory Creek as a place to live was very important, and 87% said the overall quality of life in Hickory Creek was very important.
- Citizens reported some of the most important characteristics of Hickory Creek are the following. Ninety-six percent (96%) of the responding citizens reported that the cleanliness of Hickory Creek was very important to them; 93% reported the overall appearance of Hickory Creek as being very important, and the next highest response in this category was traffic flow on major streets with 79% reporting it was very important to them.
- Most of the citizens surveyed were satisfied with Hickory Creek provided

 services. Ninety percent (90%) of respondents who had an opinion stated that the

 Police services provided were better or the same as they expected; 68% of

 respondents were satisfied with the Code Enforcement in Hickory Creek, leaving

 32% that felt the Code Enforcement services were less than they expected; 97% of

 respondents who had an opinion reported that EMS services were better or the same

as they expected, 97% of respondents who had an opinion reported that Fire services were better or the same as they expected.

Services that citizens thought should receive the most emphasis over the next two years included. Overall safety was rated the highest with a 91% positive response rate; 83% of responding citizens reported that quality of overall natural environment was very important, and overall economic health was listed as the third most important with an 80% response rate.

Other Findings

- ➤ Eighty-nine percent (89%) of responding residents were likely or more than likely to recommend people move to Hickory Creek.
- Ninety-four percent (94%) of responding citizens reported they were likely or more than likely to continue residing in Hickory Creek for the next five years.
- Thirty-six (36%) of respondents never visit the city website and 44% visit it once or less a month.

Recommended Priorities for the Next Two Years

Overall focus of the city should be on increasing the sense of community within the actual community. According to the results, community activities and events would be welcomed.

Based on the findings of the survey, it is recommended the Town of Hickory Creek government focus on the following for each department:

Public Safety – Focus should be directed on code enforcement, whether that be increasing staffing in this area or creating new ordinances that better enforce cleanliness within the town.

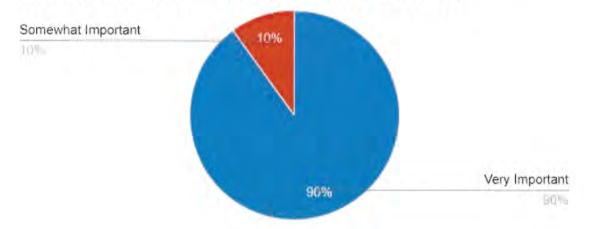
- > Emergency Medical Services No action is necessary.
- ➤ Streets Continue improving roadways to keep traffic flowing on major roadways.

 Increasing the street lighting in populated areas is highly recommended as 38% of citizens who responded felt less than satisfied with the current lighting.
- > Animal Control No action necessary.

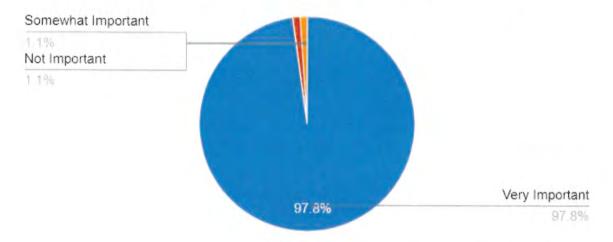
Charts and Graphs

Note: The charts and graphs section is categorized by each question topic. For example, question one addressed "quality of life". The first set of charts and graphs shown below address the answers provided to each sub-question regarding "qualify of life".

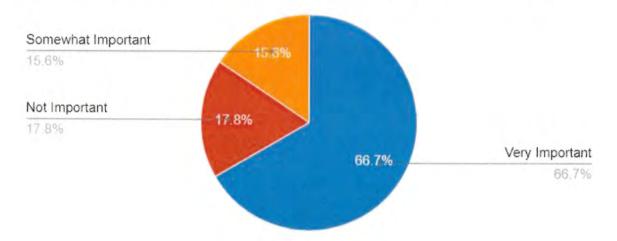
1. Please rate how important each of the following aspects of quality of life in Hickory Creek are to you. [Hickory Creek as a place to live]



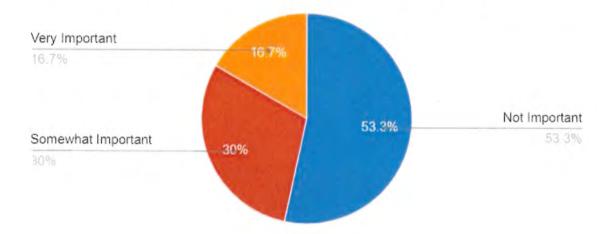
1. Please rate how important each of the following aspects of quality of life in Hickory Creek are to you. [Your neighborhood as a place to live]



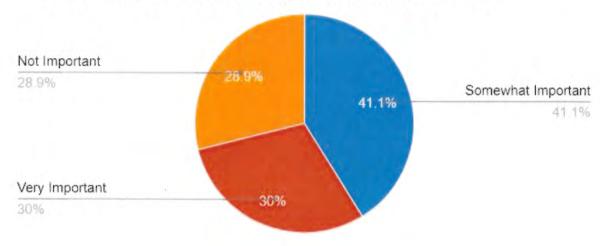
1. Please rate how important each of the following aspects of quality of life in Hickory Creek are to you. [Hickory Creek as a place to raise children]



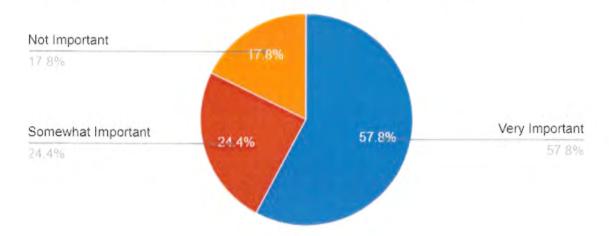
1. Please rate how important each of the following aspects of quality of life in Hickory Creek are to you. [Hickory Creek as a place to work]



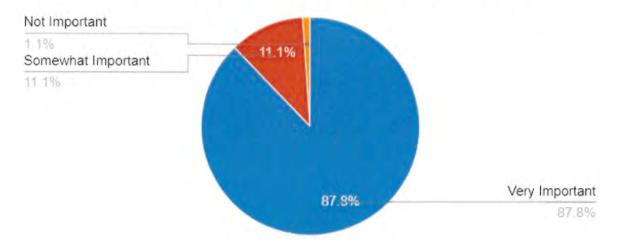
1. Please rate how important each of the following aspects of quality of life in Hickory Creek are to you. [Hickory Creek as a place to visit]



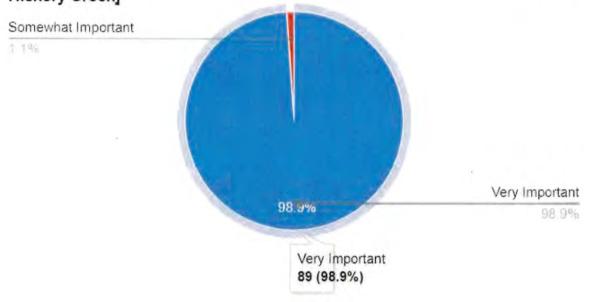
1. Please rate how important each of the following aspects of quality of life in Hickory Creek are to you. [Hickory Creek as a place to retire]



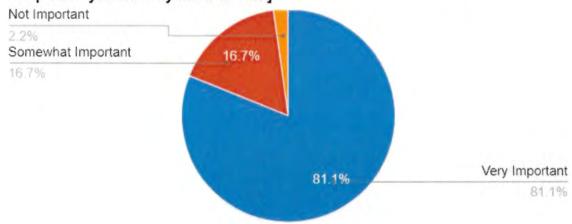
1. Please rate how important each of the following aspects of quality of life in Hickory Creek are to you. [The overall quality of life in Hickory Creek]



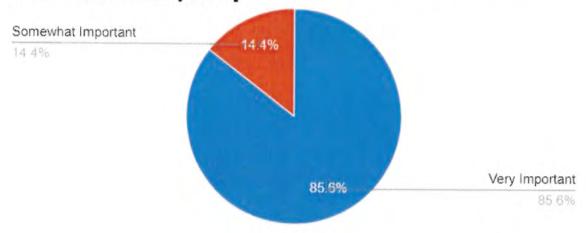
2. Please rate how important each of the following characteristics are to you, as they relate to Hickory Creek as a whole. [Overall feeling of safety in Hickory Creek]



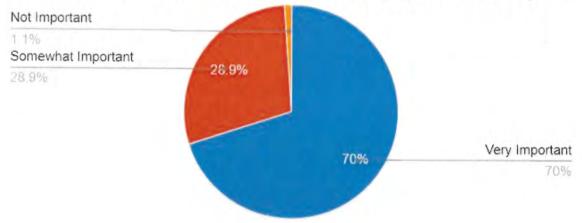
2. Please rate how important each of the following characteristics are to you, as they relate to Hickory Creek as a whole. [Overall ease of getting to the places you usually have to visit]



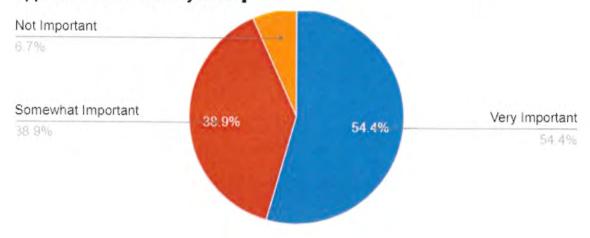
2. Please rate how important each of the following characteristics are to you, as they relate to Hickory Creek as a whole. [Quality of overall natural environment in Hickory Creek]



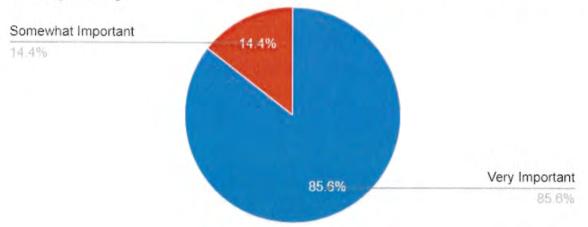
2. Please rate how important each of the following characteristics are to you, as they relate to Hickory Creek as a whole. [Overall "built environment" of Hickory Creek (including overall design, buildings, parks, and transpor...



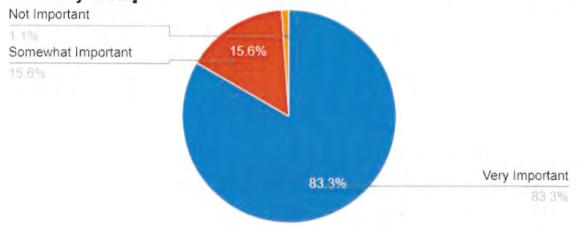
Please rate how important each of the following characteristics are to you, as they relate to Hickory Creek as a whole. [Health and wellness opportunities in Hickory Creek]



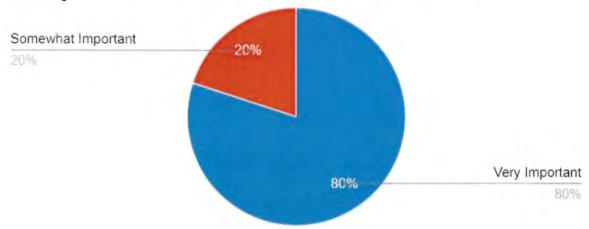
2. Please rate how important each of the following characteristics are to you, as they relate to Hickory Creek as a whole. [Overall economic health of Hickory Creek]



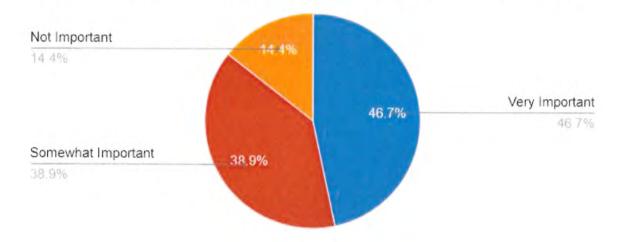
2. Please rate how important each of the following characteristics are to you, as they relate to Hickory Creek as a whole. [Overall image or reputation of Hickory Creek]



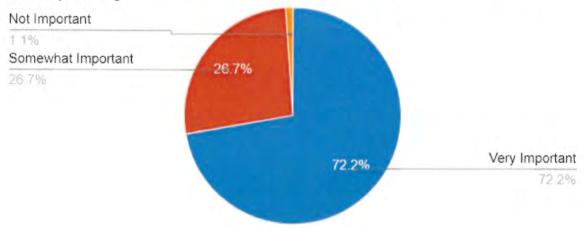
3. Please rate how important each of the following characteristics are to you, as they relate to Hickory Creek as a whole. [Traffic flow on major streets]



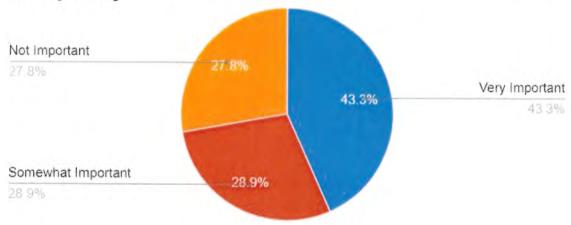
3. Please rate how important each of the following characteristics are to you, as they relate to Hickory Creek as a whole. [Ease of public parking]



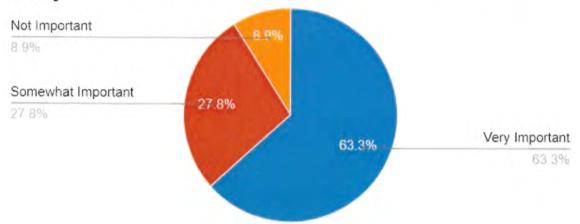
3. Please rate how important each of the following characteristics are to you, as they relate to Hickory Creek as a whole. [Ease of travel by car in Hickory Creek]



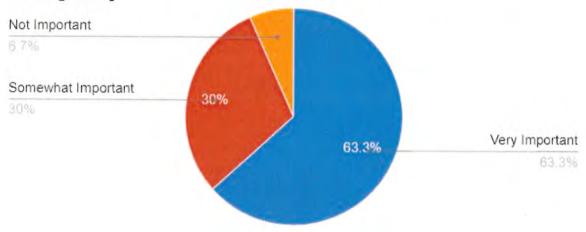
3. Please rate how important each of the following characteristics are to you, as they relate to Hickory Creek as a whole. [Ease of travel by bicycle in Hickory Creek]



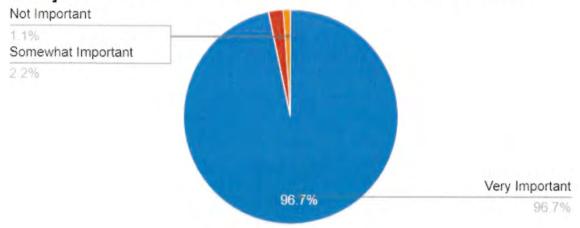
3. Please rate how important each of the following characteristics are to you, as they relate to Hickory Creek as a whole. [Ease of walking in Hickory Creek]



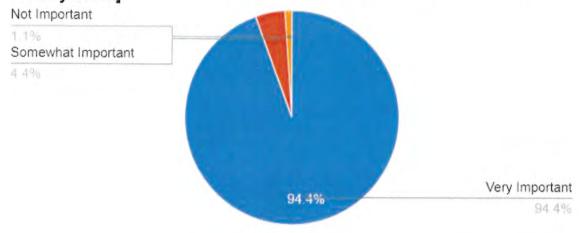
3. Please rate how important each of the following characteristics are to you, as they relate to Hickory Creek as a whole. [Availability of paths and walking trails]



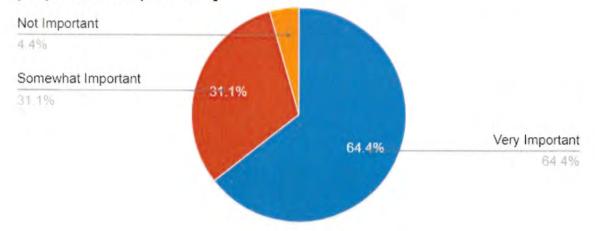
3. Please rate how important each of the following characteristics are to you, as they relate to Hickory Creek as a whole. [Cleanliness of Hickory Creek]



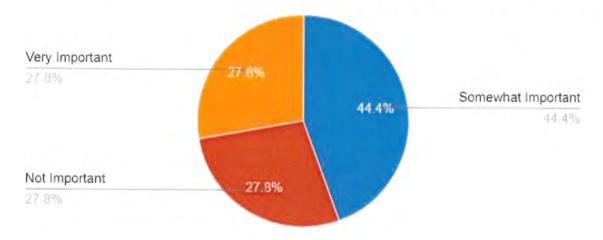
3. Please rate how important each of the following characteristics are to you, as they relate to Hickory Creek as a whole. [Overall appearance of Hickory Creek]



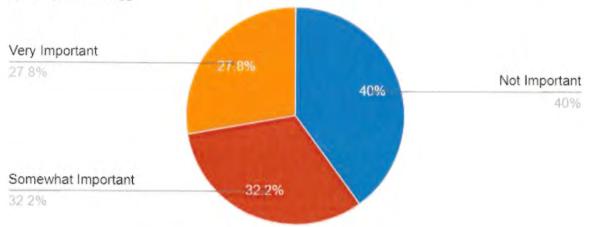
3. Please rate how important each of the following characteristics are to you, as they relate to Hickory Creek as a whole. [Public places where people want to spend time]



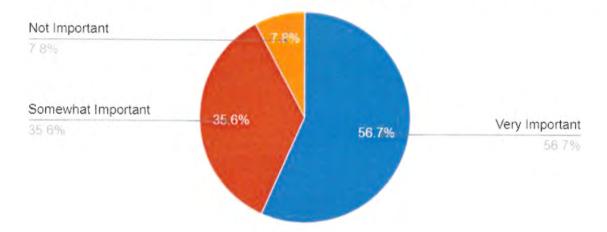
3. Please rate how important each of the following characteristics are to you, as they relate to Hickory Creek as a whole. [Variety of housing options]



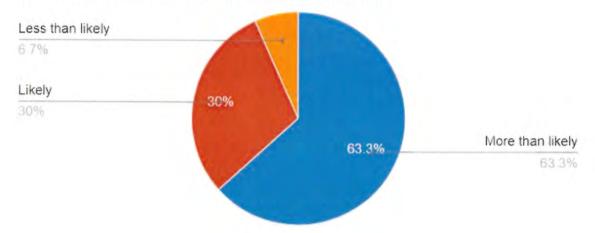
3. Please rate how important each of the following characteristics are to you, as they relate to Hickory Creek as a whole. [Availability of affordable quality housing]



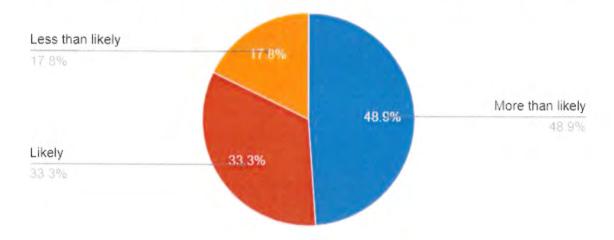
3. Please rate how important each of the following characteristics are to you, as they relate to Hickory Creek as a whole. [Recreational opportunities]



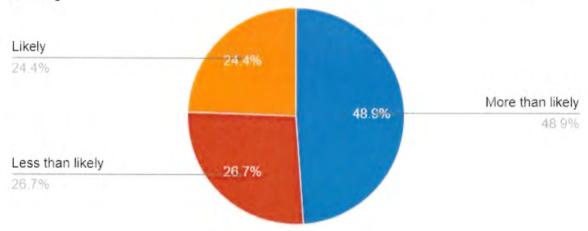
4. Please rate what the likelihood is of you doing each of the following in the next 12 months: [Make efforts to conserve water]



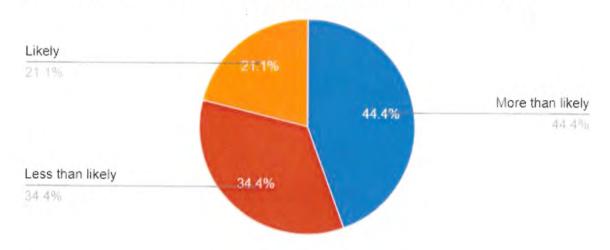
4. Please rate what the likelihood is of you doing each of the following in the next 12 months: [Make efforts to make your home more energy efficient]



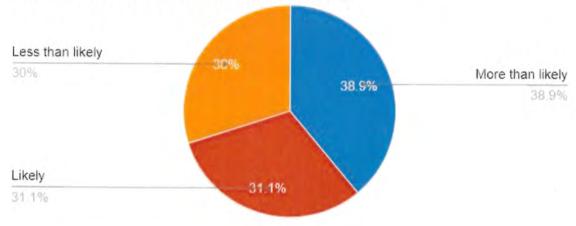
4. Please rate what the likelihood is of you doing each of the following in the next 12 months: [Observe a code violation or other hazard in Hickory Creek]



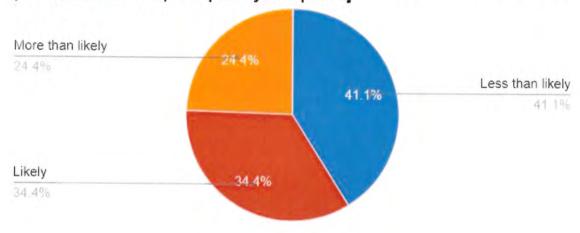
4. Please rate what the likelihood is of you doing each of the following in the next 12 months: [To report a crime to the police in Hickory Creek]



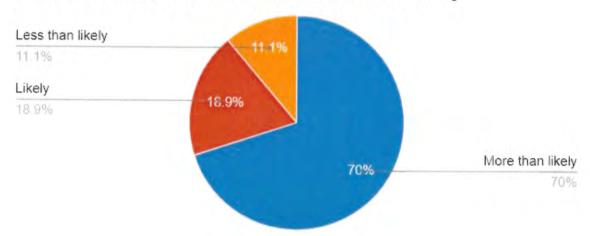
4. Please rate what the likelihood is of you doing each of the following in the next 12 months: [To contact the Town of Hickory Creek (in-person, phone, email, or web) for help or information]



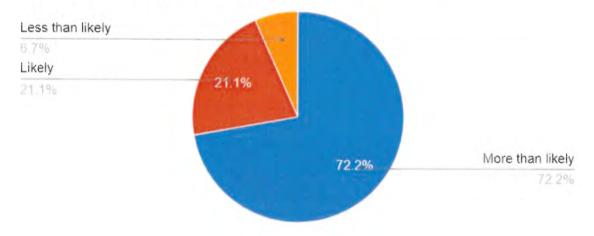
4. Please rate what the likelihood is of you doing each of the following in the next 12 months: [To Contact a Hickory Creek elected official (in-person, phone, email or web) to express your opinion]



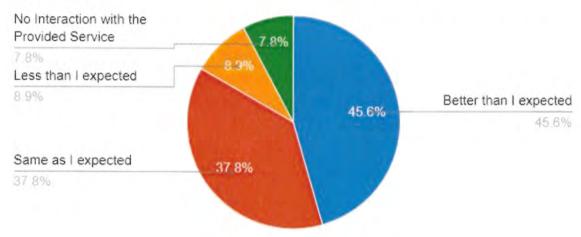
5. Please rate the likelihood of you doing each of the following [Recommend living in Hickory Creek to someone who asks]



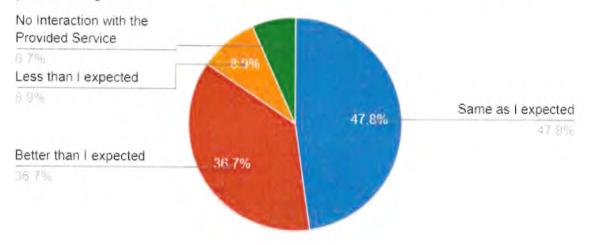
5. Please rate the likelihood of you doing each of the following [Remain in Hickory Creek for the next five years]



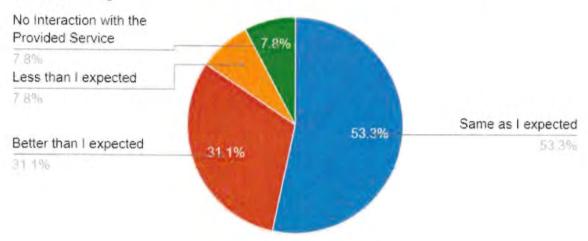
6. Please rate how well Hickory Creek provides following services [Police services]



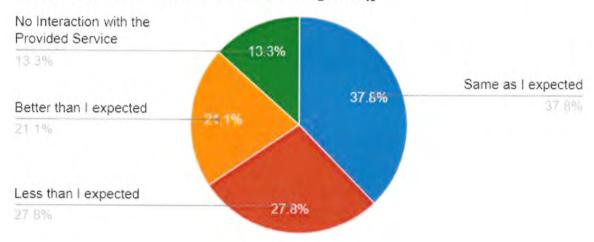
6. Please rate how well Hickory Creek provides following services [Crime prevention]



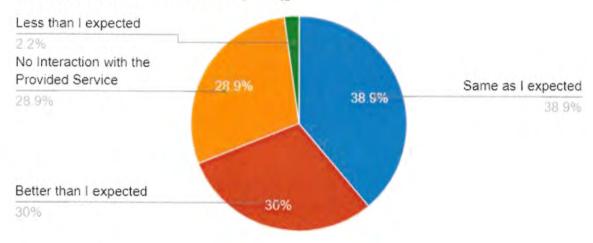
6. Please rate how well Hickory Creek provides following services [Traffic enforcement]



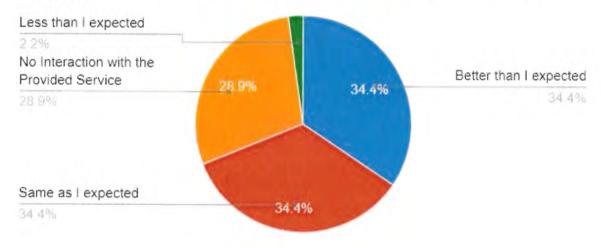
6. Please rate how well Hickory Creek provides following services [Code enforcement (weeds, abandoned buildings, etc)]



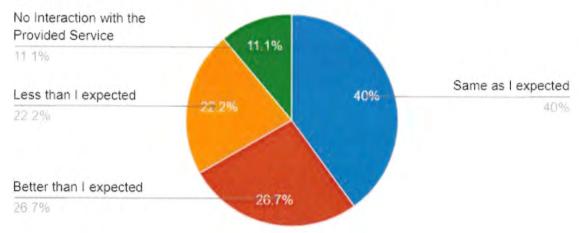
6. Please rate how well Hickory Creek provides following services [Emergency Medical Services (EMS)]



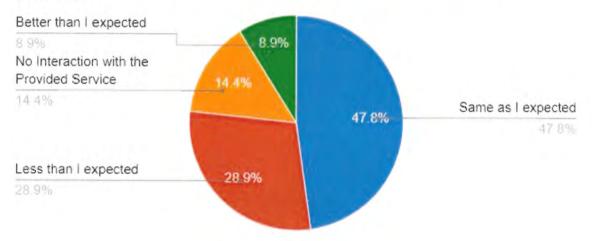
6. Please rate how well Hickory Creek provides following services [Fire Services]



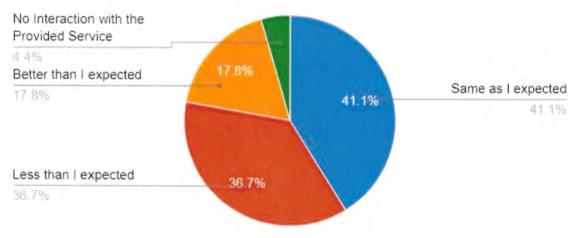
6. Please rate how well Hickory Creek provides following services [Street repair]



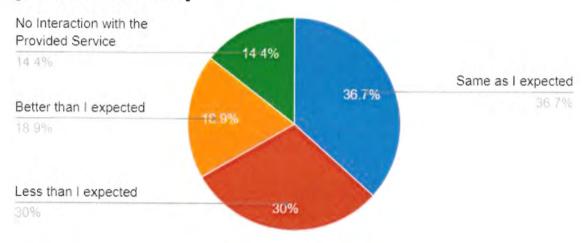
6. Please rate how well Hickory Creek provides following services [Street cleaning]



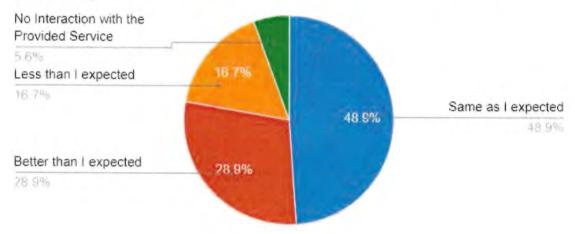
6. Please rate how well Hickory Creek provides following services [Street lighting]



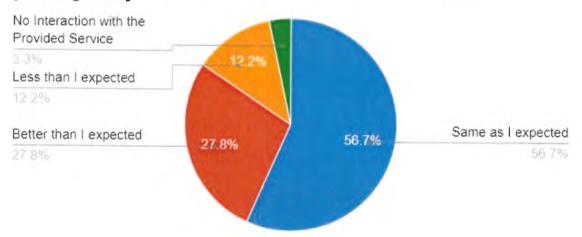
6. Please rate how well Hickory Creek provides following services 2 [Sidewalk maintenance]



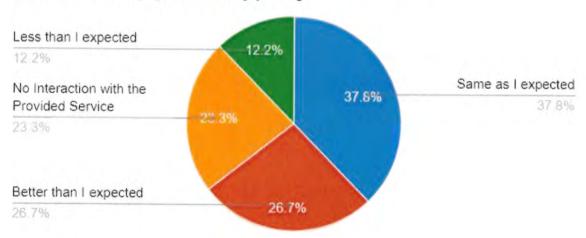
Please rate how well Hickory Creek provides following services [Recycling]



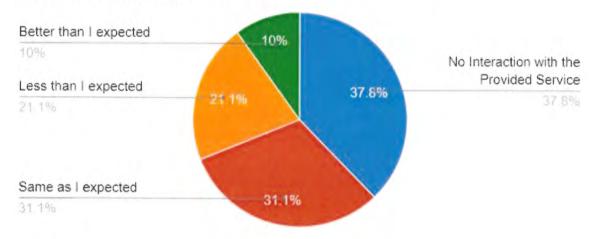
6. Please rate how well Hickory Creek provides following services [Drinking water]



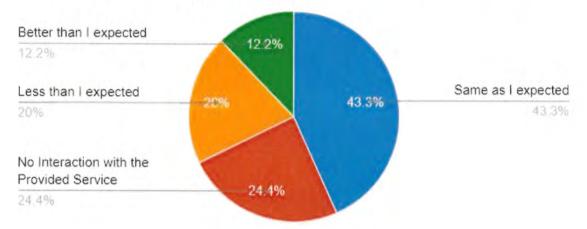
6. Please rate how well Hickory Creek provides following services [Availability of equipment at city parks]



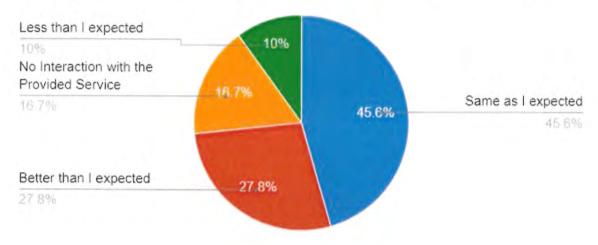
6. Please rate how well Hickory Creek provides following services [Recreation programs or classes]



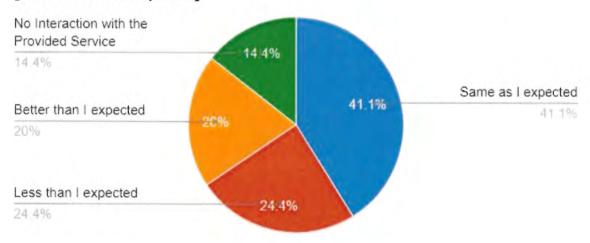
6. Please rate how well Hickory Creek provides following services [Land use, planning and zoning]



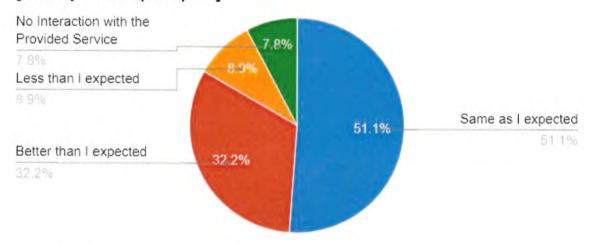
6. Please rate how well Hickory Creek provides following services [Animal control]



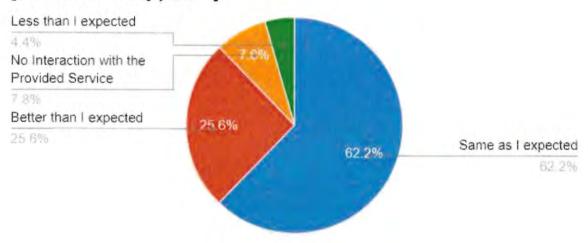
6. Please rate how well Hickory Creek provides following services [Economic development]



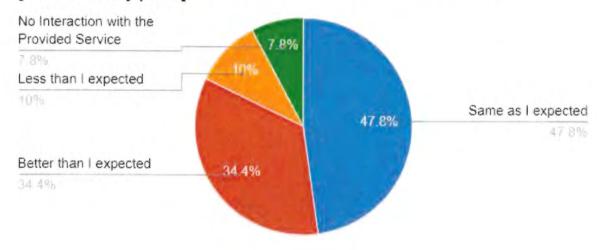
6. Please rate how well Hickory Creek provides following services [Hickory Creek open space]



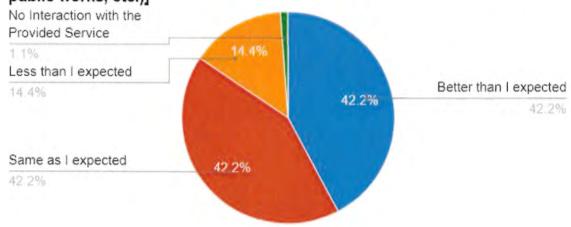
6. Please rate how well Hickory Creek provides following services [Cleanliness of city parks]



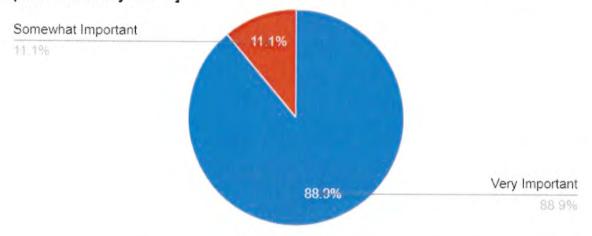
6. Please rate how well Hickory Creek provides following services [Number of city parks]



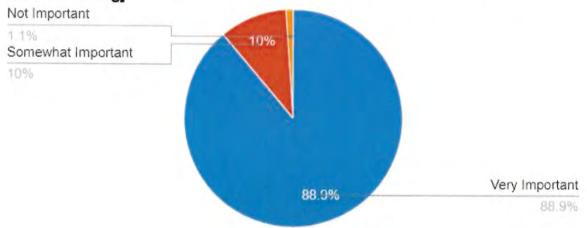
6. Please rate how well Hickory Creek provides following services [Overall customer service by Hickory Creek employees (police, administrative, public works, etc.)]



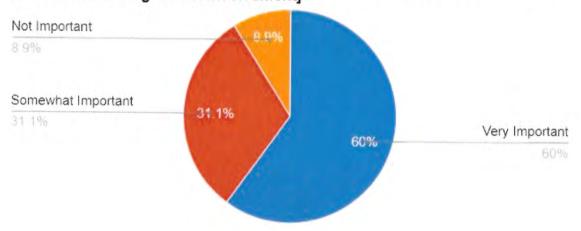
7. Please rate how important the following categories of Hickory Creek government performance is to you? [The value of services for the taxes paid to Hickory Creek]



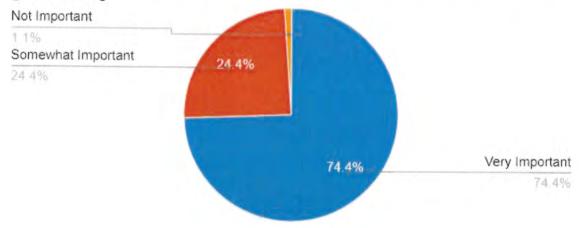
7. Please rate how important the following categories of Hickory Creek government performance is to you? [The overall direction that Hickory Creek is taking]



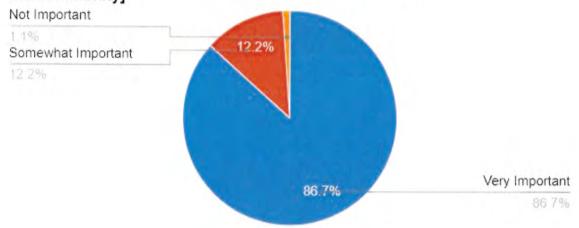
7. Please rate how important the following categories of Hickory Creek government performance is to you? [The job Hickory Creek government does at welcoming citizen involvement]



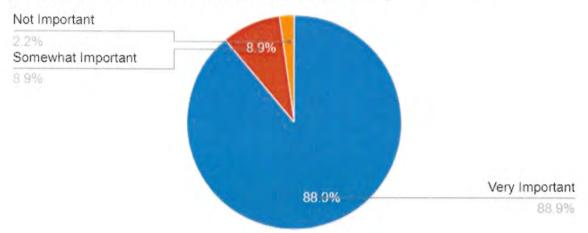
7. Please rate how important the following categories of Hickory Creek government performance is to you? [Overall confidence in Hickory Creek government]



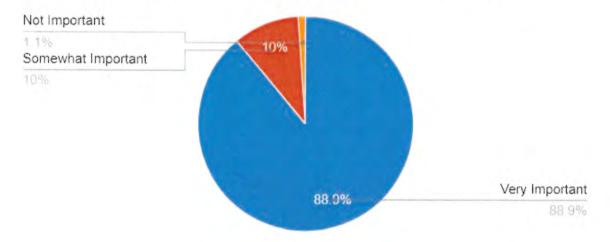
7. Please rate how important the following categories of Hickory Creek government performance is to you? [Generally acting in the best interest of the community]



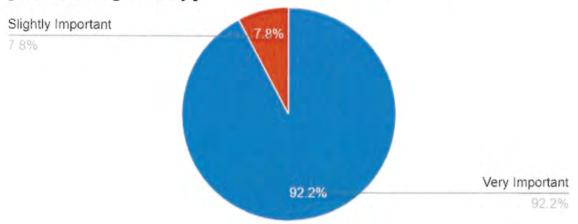
7. Please rate how important the following categories of Hickory Creek government performance is to you? [Being honest]



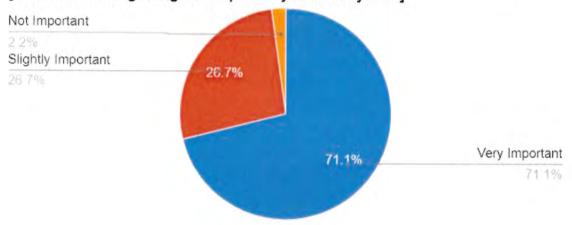
7. Please rate how important the following categories of Hickory Creek government performance is to you? [Treating all residents fairly]



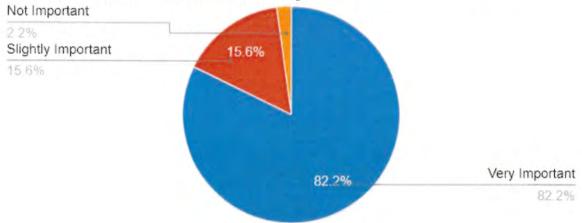
8. Please rate how important you think it is for the Hickory Creek community to focus on each of the following in the coming two years: [Overall feeling of safety]



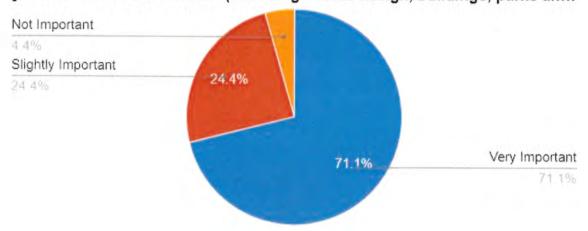
8. Please rate how important you think it is for the Hickory Creek community to focus on each of the following in the coming two years: [Overall ease of getting to the places you usually visit]



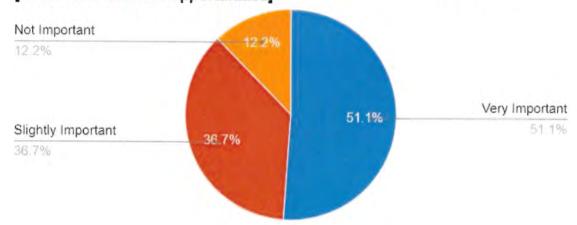
8. Please rate how important you think it is for the Hickory Creek community to focus on each of the following in the coming two years: [Quality of overall natural environment]



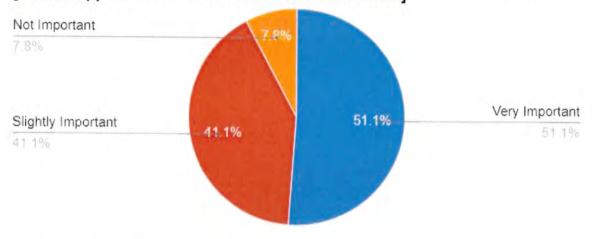
8. Please rate how important you think it is for the Hickory Creek community to focus on each of the following in the coming two years: [Overall "built environment" (including overall design, buildings, parks an...



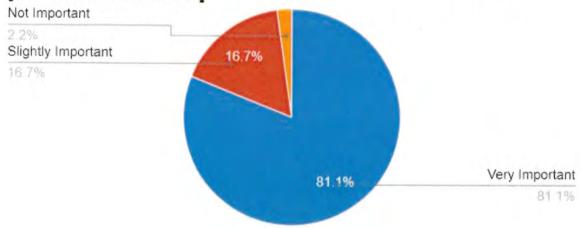
8. Please rate how important you think it is for the Hickory Creek community to focus on each of the following in the coming two years: [Health and wellness opportunities]



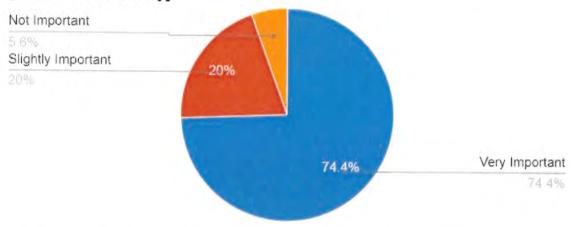
8. Please rate how important you think it is for the Hickory Creek community to focus on each of the following in the coming two years: [Overall opportunities for education and enrichment]



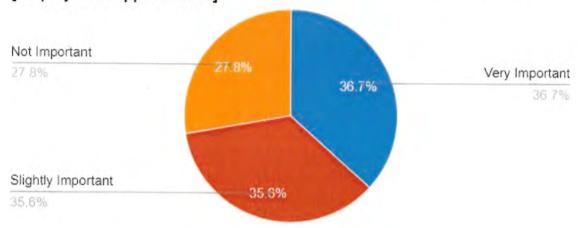
8. Please rate how important you think it is for the Hickory Creek community to focus on each of the following in the coming two years: [Overall economic health]



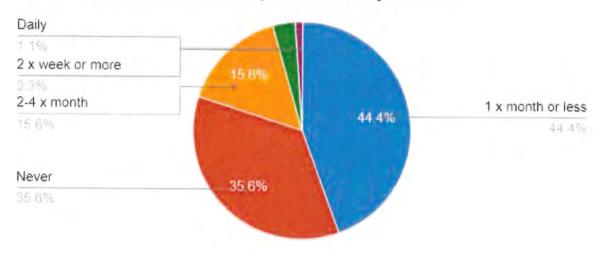
8. Please rate how important you think it is for the Hickory Creek community to focus on each of the following in the coming two years: [Sense of community]



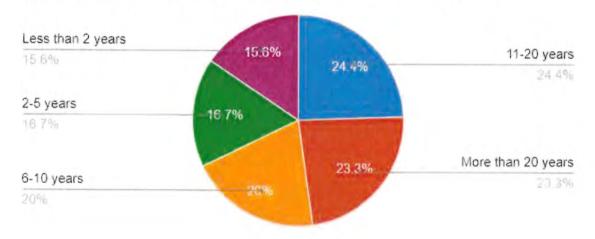
8. Please rate how important you think it is for the Hickory Creek community to focus on each of the following in the coming two years: [Employment opportunities]



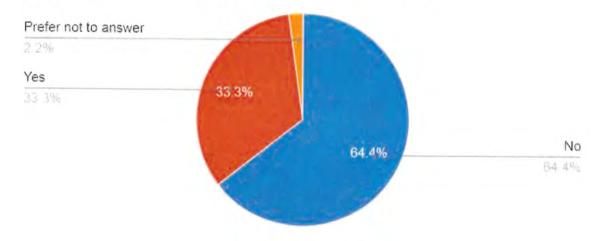
9. About how often, if at all, do you visit the City website?



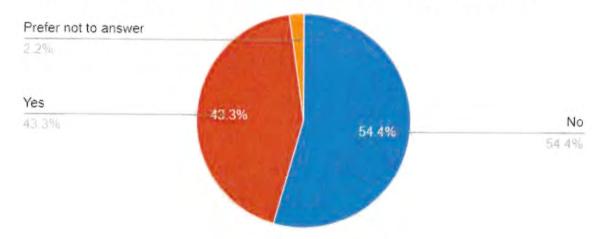
10. How many years have you lived in the Town of Hickory Creek?



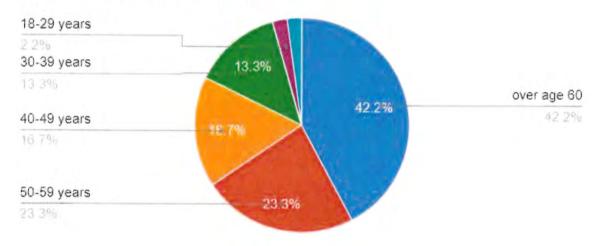
11. Do any children 17 or under live in your household?



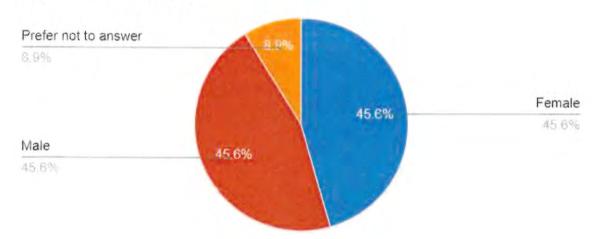
12. Are you or any other members of your household aged 65 or older?



13. In which category is your age?



14. What is your gender?



Benchmarking Analysis

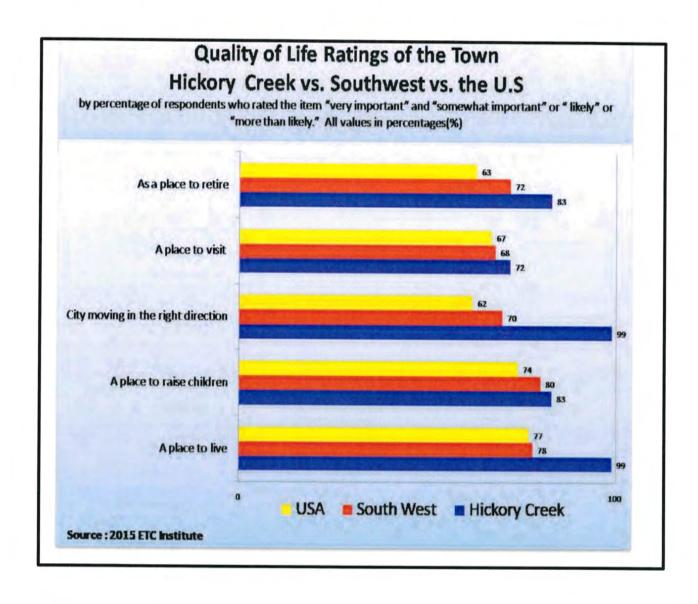
ETC Institute specializes in the design and administration of market research for governmental organizations. ETC Institute has conducted research for more major U.S. cities than any other firm (ETC Institute, 2016).

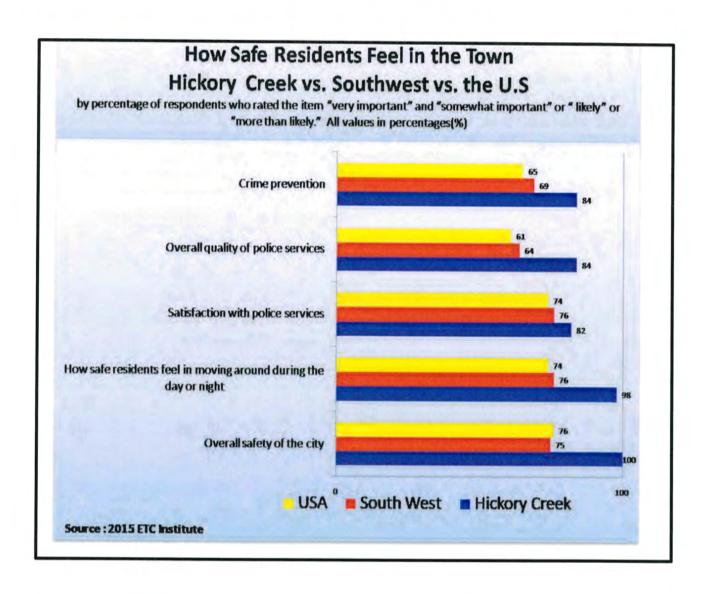
ETC Institute's DirectionFinder program was originally developed in 1999 to help community leaders across the United States use statistically valid community survey data as a tool for making better decisions. Since November 1999, the survey has been administered in more than 210 cities and counties in 43 states. Most participating communities conduct the survey on an annual or biennial basis (ETC Institute, 2016).

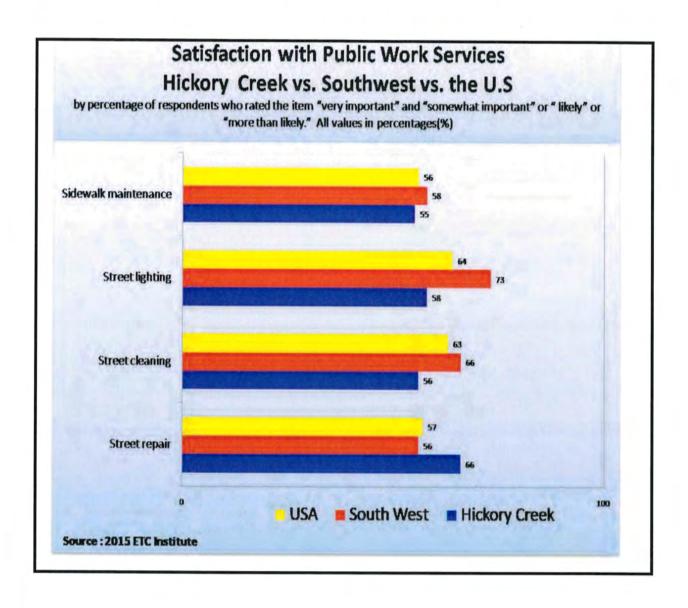
This report contains benchmarking data from two sources: (1) a national survey that was administered by ETC Institute during the fall of 2014 to a random sample of over 4,000 residents living across the United States and (2) a regional survey administered to over 450 residents living in the Southwest portion of the United States during the fall of 2014. The Southwest region includes residents living in the following states: Texas, Oklahoma, Arizona and New Mexico.

Interpreting the Charts

The charts on the following pages show how the overall results for Hickory Creek compared to the United States national and regional averages based on the 2014 survey that was administered by the ETC Institute to a random sample of over 4,000 residents across the United States, and the regional survey administered over 450 residents living in the Southwest region. The Town of Hickory Creek's results are shown in blue, the Southwest is shown in red and the national averages are shown in yellow.







Tabular Data

1. Please rate how important each of the following aspects of quality of life in Hickory Creek are to you.

	Very Important	Somewhat Important	Not Important
Q1a. Hickory Creek as a place to live	89.01%	10.99%	0
Q1b. Your neighborhood as a place to live	96.70%	2.20%	1.10%
Q1c. Hickory Creek as a place to raise children	65.93%	16.48%	17.58%
Q1d. Hickory Creek as a place to work	16.48%	30.77%	52.75%
Q1e. Hickory Creek as a place to visit	29.67%	41.76%	28.57%
Q1f. Hickory Creek as a place to retire	57.14%	25.27%	17.58%
Q1g. The overall quality of life in Hickory Creek	86.81%	12.09%	1.10%

2. Please rate how important each of the following characteristics are to you, as they relate to Hickory Creek as a whole.

	Very Important	Somewhat Important	Not Important
Q2a. Overall feeling of safety in Hickory Creek	97.80%	2.20%	0
Q2b. Overall ease of getting to the places you usually have to visit	80.22%	17.58%	2.20%
Q2c. Quality of overall natural environment in Hickory Creek	84.62%	15.38%	0
Q2d. Overall "built environment" of Hickory Creek (including overall design, buildings, parks, and transportation systems)	69.23%	29.67%	1.10%
Q2e. Health and wellness opportunities in Hickory Creek	53.85%	39.56%	6.59%
Q2f. Overall economic health of Hickory Creek	84.62%	15.38%	0
Q2g. Overall image or reputation of Hickory Creek	82.42%	16.48%	1.10%

3. Please rate how important each of the following characteristics are to you, as they relate to Hickory Creek as a whole.

	Very Important	Somewhat Important	Not Important
Q3a. Traffic flow on major streets	79.12%	20.88%	0
Q3b. Ease of public parking	46.15%	39.56%	14.29%
Q3c. Ease of travel by car in Hickory Creek	71.43%	27.47%	1.10%
Q3d. Ease of travel by bicycle in Hickory Creek	42.86%	29.67%	27.47%
Q3e. Ease of walking in Hickory Creek	62.64%	28.57%	8.79%
Q3f. Availability of paths and walking trails	62.64%	30.77%	6.59%
Q3g. Cleanliness of Hickory Creek	95.60%	3.30%	1.10%
Q3h. Overall appearance of Hickory Creek	93.41%	5.49%	1.10%
Q3i. Public places where people want to spend time	63.74%	31.87%	4.39%
Q3j. Variety of housing options	27.47%	45.05%	27.47%
Q3k. Availability of affordable quality housing	27.47%	32.97%	39.56%
Q31. Recreational opportunities	56.04%	36.26%	7.69%

4. Please rate what the likelihood is of you doing each of the following in the next 12 months.

	More than likely	Likely	Less than likely
Q4a. Make efforts to conserve water	62.64%	30.77%	6.59%
Q4b. Make efforts to make your home more energy efficient	48.35%	34.07%	17.58%
Q4c. Observe a code violation or other hazard in Hickory Creek	48.35%	25.27%	26.37%
Q4d. To report a crime to the police in Hickory Creek	43.96%	21.97%	34.07%
Q4e. To contact the Town of Hickory Creek (in-person, phone, email, or web) for help or information	38.46%	31.87%	29.67%
Q4f. To Contact a Hickory Creek elected official (in-person, phone, email, or web) to express your opinion	24.18%	35.16%	40.66%

5. Please rate the likelihood of you doing each of the following.

	More than likely	Likely	Less than likely
Q5a. Recommend living in Hickory Creek to someone who asks	69.23%	19.78%	10.99%
Q5b. Remain in Hickory Creek for the next five years	71.43%	21.98%	6.59%

6. Please rate how well Hickory Creek provides the following services.

	Better than I expected	Same as I expected	Less than I expected	No Interaction with the provided service
Q6a. Police services	45.05%	37.36%	8.79%	8.79%
Q6b. Crime prevention	36.26%	47.25%	8.79%	7.69%
Q6c. Traffic enforcement	30.77%	52.75%	7.69%	8.79%
Q6d. Code enforcement (weeds, abandoned buildings, etc.)	20.88%	37.36%	27.47%	14.29%
Q6e. Emergency Medical Services (EMS)	29.67%	38.46%	2.20%	29.67%
Q6f. Fire Services	34.07%	34.07%	2.20%	29.67%
Q6g. Street repair	26.37%	39.56%	21.98%	12.09%
Q6h. Street cleaning	8.79%	47.25%	28.57%	15.38%
Q6i. Street lighting	17.58%	40.66%	36.26%	5.49%
Q6j. Sidewalk maintenance	18.68%	36.26%	29.67%	15.38%
Q6k. Recycling	28.57%	48.35%	16.48%	6.59%
Q6l. Drinking water	27.47%	56.04%	12.09%	4.40%
Q6m. Availability of equipment at city parks	26.37%	37.36%	12.09%	24.18%
Q6n. Recreation programs or classes	9.89%	30.77%	20.88%	38.46%

Q60. Land use, planning and zoning	12.09%	42.86%	19.78%	25.27%
Q6p. Animal control	27.47%	45.05%	9.89%	17.58%
Q6q. Economic development	19.78%	40.66%	24.18%	15.38%
Q6r. Hickory Creek open space	31.87%	50.55%	8.79%	8.79%
Q6s. Cleanliness of city parks	25.27%	61.54%	4.40%	8.79%
Q6t. Number of city parks	34.07%	47.25%	9.89%	8.79%
Q6u. Overall customer service by Hickory Creek employees (police, administration, public works, etc.)	41.76%	41.76%	14.29%	2.20%

7. Please rate how important the following categories of Hickory Creek's government performance are to you.

	Very Important	Somewhat Important	Not Important
Q7a. The value of services for the taxes paid to Hickory Creek	87.91%	10.99%	1.10%
Q7b. The overall direction that Hickory Creek is taking	87.91%	9.90%	2.19%
Q7c. The job Hickory Creek government does at welcoming citizen involvement	59.34%	30.76%	9.90%
Q7d. Overall confidence in Hickory Creek government	73.63%	24.18%	2.19%
Q7e. Generally acting in the best interest of the community	85.71%	12.09%	2.19%
Q7f. Being honest	87.91%	8.79%	3.30%
Q7g. Treating all residents fairly	87.91%	9.90%	2.19%

8. Please rate how important you think it is for the Hickory Creek community to focus on each of the following in the coming two years.

	Very Important	Somewhat Important	Not Important
Q8a. Overall feeling of safety	91.21%	7.69%	1.10%
Q8b. Overall ease of getting to the places you usually visit	70.33%	26.37%	3.30%
Q8c. Quality of overall natural environment	81.32%	15.38%	3.30%
Q8d.Overall "built environment" (including overall design, buildings, parks and transportation systems)	70.33%	24.18%	5.49%
Q8e. Health and wellness opportunities	50.55%	36.26%	13.19%
Q8f. Overall opportunities for education and enrichment	50.55%	40.66%	8.79%
Q8g. Overall economic health	80.22%	16.48%	3.30%
Q8h. Sense of community	73.63%	19.78%	6.59%
Q8i. Employment opportunities	36.26%	35.16%	28.57%

9. About how often, if at all, do you visit the Town website?

	Number	Percent
Daily	1	1.1%
2 x week or more	3	3.3%
2-4 x month	14	15.4%
1 x month or less	40	44%
Never	33	36.3%
Total	91	

10. How many years have you lived in the Town of Hickory Creek?

	Number	Percent
Less than 2 years	15	16.5%
2-5 years	15	16.5%
6-10 years	18	19.8%
11-20 years	22	24.2%
More than 20 years	21	23.1%
Total	91	

11. Do any children 17 or under live in your household?

	Number	Percent
Yes	30	33%
No	58	63.7%
Prefer not to answer	3	3.3%
Total	91	

12. Are you or any other members of your household age 65 or older?

	Number	Percent
Yes	39	42.9%
No	49	53.8%
Prefer not to answer	3	3.3%
Total	91	

13. In which category is your age?

	Number	Percent
18-29 years	2	2.2%
30-39 years	12	13.2%
40-49 years	15	16.5%
50-59 years	21	23.1%
Over age 60	38	41.8%
Prefer not to answer	3	3.3%
Total	91	

14. What is your gender?

	Number	Percent
Male	41	45.1%
Female	41	45.1%
Prefer not to answer	9	9.9%
Total	91	

Survey Instruments

HAS YOUR VOICE BEEN HEARD?





Are you a Smartphone user?

Please scan with your mobile device to access the online survey

Share YOUR input on YOUR community! Town of Hickory Creek Citizen Satisfaction Survey 2017

WHAT: The Town of Hickory Creek is conducting a Citizen Satisfaction Survey. The survey will assess the overall "livability" of Hickory Creek. The collected data will be used to help us better serve our citizens

WHY: The Citizen Survey is an opportunity for citizens to provide feedback on the quality of life in Hickory Creek, how well the town is delivering services, how well and transparently we are communicating with you, and what priorities and concerns you think need attention.

WHAT WILL I BE ASKED: The survey will capture citizen opinions across six key areas of the community which include Safety, Mobility, The Natural Environment, The Built Environment, Recreation and Wellness, and Community Engagement

Your honest responses will help us better understand the neighborhood and help us learn about what is working well and what improvements are needed.

Survey responses are strictly confidential. Thank you in advance.

Take the survey online!www.hickorycreek-tx.gov

Please contact the Town of Hickory Creek with any questions about the survey at 940 497 2528

TOWN OF HICKORY CREEK

* Required

Citizen Satisfaction Survey September 2017

The Town of Hickory Creek is conducting a Citizen Satisfaction Survey. The survey will assess the overall "livability" of Hickory Creek. It will capture resident opinions across six key areas of the community which include Safety, Mobility, The Natural Environment. The Built Environment, Recreation and Wellness, and Community Engagement. In each of these six domains, residents are asked to provide their perceptions of the quality of their community, how well Hickory Creek is delivering services in each of those areas, as well as their own engagement within the community.

Please complete this questionnaire if you are the adult (age 18 or older) in the household who most recently had a birthday. The adult's year of birth does not matter. Please select the response (by filling in the circle) that most closely represents your opinion for each question. Your responses are anonymous and will be reported in group form only.

1. Please rate how important each of the following aspects of quality of life in Hickory Creek are to you.

Mark only one oval per row.

	Very Important	Somewhat Important	Not important
Hickory Creek as a place to live	. 3	2	1
Your neighborhood as a place to live	: 3	$\ddot{2}^{z}$	1
Hickory Cheek as a prace to raise confidence	3	2	1.1
Hickory Greek as a place to work	3 .	2	1 .
Hickory Creek as a place to visit	- 3	2	1
Hickory Creek as a place to retire	. 3	2	1
The overall quality of life in Hickory Creek	3	2	1 .

2. Please rate how important each of the following characteristics are to you, as they relate to Hickory Creek as a whole.

Mark only one oval per row

	Very Important	Somewhat Important	Not important
Coefficing a salety of Mickeys Green	3	2	1
Dilettal lease of getting to the craces you assist, those to wall	3	2	1
Gearty of sverafinations ensurgment in felology (likely	3	2	i 1
Everat i uitt environment of Hitkory Ereek i nofalling ove at Jesigni omlätings parks land Torisportation systems:	3,	2	1
Health and welness opportunities in Highling 1, reek	3	2	1
Giveral leconomic health or Hickory Creek	$\ddot{3}$	2	4
Everal image or reduction of mickery Creek	3	2	

3. Please rate how important each of the following characteristics are to you, as they relate to Hickory Creek as a whole.

Mark only one oval ber row.

	Very Important	Somewhat Important	Not Important
Traffic flow or major streats	3	2	1
East of public parting	3	2	1
Евсе облачесто сала в скогу. Слава	3	2	1
Ease at vovel by troude millioners trees	3	2	, Marine
Ease of warking in Hickory Creek	3	2	1
Avairability of paths and warking in tracs	3	.2	1,
Cleaniness of Hickory Greek	3	2	\$
Overal appearance of Highery Creek	3	2	1
Fublic places where people want to spend three	3	2	1
illanety of housing options	. 3	2	1
Avadorvity of affordable quait, housing	3	2	1.
Recreational opportunities	3	2	1

4 Please rate what the likelihood is of you doing each of the following in the next 12 months: Mark only one oval per row.

	More than likely	Likely	Less than likely
Make efforts to conserve water	3	2	1
Make afforts to diskle your come in diere ahergy lettisem	3	2	. 1
Ofrserve a code violation or coner- nazara in Hickory Creek	3	2	1
To report a chora to the poice in	3	2	1
To contact the Town of Mexon, Greek disperson phone length or web for fleg, prinformation	3	2	1
To Colidactia Hickory Creek elected official in the recoliphiche entall of Webi to express your opinion	. 3	2	1

5. Please rate the likelihood of you doing each of the following

Mark only one oval per row.

	More than likely	Likely	Less than likely
Renormand Fring in Hickory Oreak to someone who asks	3	2	*
Remain in Hickory Greek for the line of the line in the line of the line in th	3	2	

$\boldsymbol{\hat{\sigma}}.$ Please rate how well Hickory Creek provides following services

Mark only one oval per row.

	Better than I expected	Same as I expected	Less than I expected	No Interaction with the Provided Service
Police sances	3	2	1	0
Onme prevention	3	2	1	0
Tadic entarcemen	3	2	1	Õ
Code emonte ment Iweed - abondoned Judongs letai	3	2	1.	0
Enjergensy Medica Services (EMS)	3	2	1 -	0
	.3	2	*	0
Gwest rabair	3	2	1	0
Sweet demong	3	2	1	0
Street ghan;	3	2	₹	ŏ
o dewalk ma menance	3	2	1	0
र्वण, इ.स.च	3	2	## · ·	0
្តិភេពសេវជ្ជ សង្ឃមុន	3	2	1	0
equioment at aty parks	3	2	†	0
កិត្តជាតិផលជា ៤០០ឆ្នាំ១៣ ទ ស សង្គមនុទ្ធ	3	2	New York	0
Land Rise planning and Loning	3	2	g opposite the state of the sta	0
Autout control	3	2	1	0
Epokomia develop berri	3	2	1	0
Hickor, Greek open Space	3	2	. 1	0
Cleanuness of city parks	3	2	1 +	0
Number of Styparks Overall customer	3	2	1	0
service by Hickory Creek employees (colice, administrative public works, etc.)	3	2	***	Ō

7. Please rate how important the following categories of Hickory Creek government performance is to you?

Mark only one oval per row

	Very Important	Somewhat Important	Not Important
The value of services for the tyres pale to Blokery Cleek	3	2	1
The overal direction that Hickory is Creek a taking	3	2	1
The jurithickor, Insek government odes at welcomby coten kvolvement	3	2	1
Everal confidence in Hickory Onest government	3	2	1.
Generally acting in the best interest of the community	3	2	\$
Beng nonest	3	2	
Treating on residents famy	3	2	1

8. Please rate how important you think it is for the Hickory Creek community to focus on each of the following in the coming two years:

Mark only one oval per row.

	Very Important	Slightly important	Not Important
diversit feeling or safety	3	2	1
Civeran lease of getting to the planer you usuan visit	3	2	. 1
Guest, et overel-patural environment	3	2	1
Overal Built environment distluding overaltidesign Guildings parks and transportation systems	3	,2	İ
Health and wellness opportunities	3	2	1 -
Overal opportunities for administration and endomnient	3	2	***************************************
Overal leconomic nepth	3	2	1 .
Sense of community	3	2	1
Employment opportunities	3	2	i

9. About how often, if at all, do you visit the City website?

Mark only one oval.

- O Daily
- 0 2 x week or more
- 0 2-4 x month
- 0 1 x month or less.
- n Never

	many years have you lived in the Town of Hickory Creek? only one oval.
0	Less than 2 years
0	2-5 years
Ô	€-10 years
0	13-20 years
0	More than 20 years
	ny children 17 or under live in your household?
0	Yes
0	No
Ō	Prefer not to answer
	rou or any other members of your household aged 65 or older?
0	Yes
Ō	No
0	Prefer not to answer
	nich category is your age? Only one oval.
0	16-29 years
0	30-39 years
0	40-49 years
0	50-59 years
Ö	over age 60
0.	Prefer not to answer
	is your gender?
0	Male
0	Female
0	Prefer not to answer

Thank you for your participation! It is greatly appreciated.

Conclusion

Hickory Creek residents enjoy an overall high quality of life. On average, 8 in 10 survey respondents gave positive ratings to the overall quality of life in Hickory Creek, the Town as a place to live, their neighborhoods as a place to live and the Town as a place to retire. Ratings for the Town as a place to retire were higher in Hickory Creek than in other communities nationwide.

Appearance is very important to Hickory Creek residents. Cleanliness is an important aspect to community pride as exhibited with 9 in 10 respondents selecting it as being very important to them and the overall appearance of the Town had a similar rating.

Hickory Creek residents are satisfied with the services provided by Hickory Creek.

An amazing 9 in 10 residents said that Police, Fire and EMS services are better or the same as they expected.

Code enforcement and streets may be potential areas for improvement. The possibility of increasing staff or developing new ordinances to help with maintaining the cleanliness of the Town is very important to residents. In addition, traffic flow on major roadways needs improvement while increasing street lighting in populated areas is highly recommended.

Reference

ETC Institute (2016). Retrieved from http://www.etcinstitute.com/.



Town of Hickory Creek COUNCIL MEMORANDUM

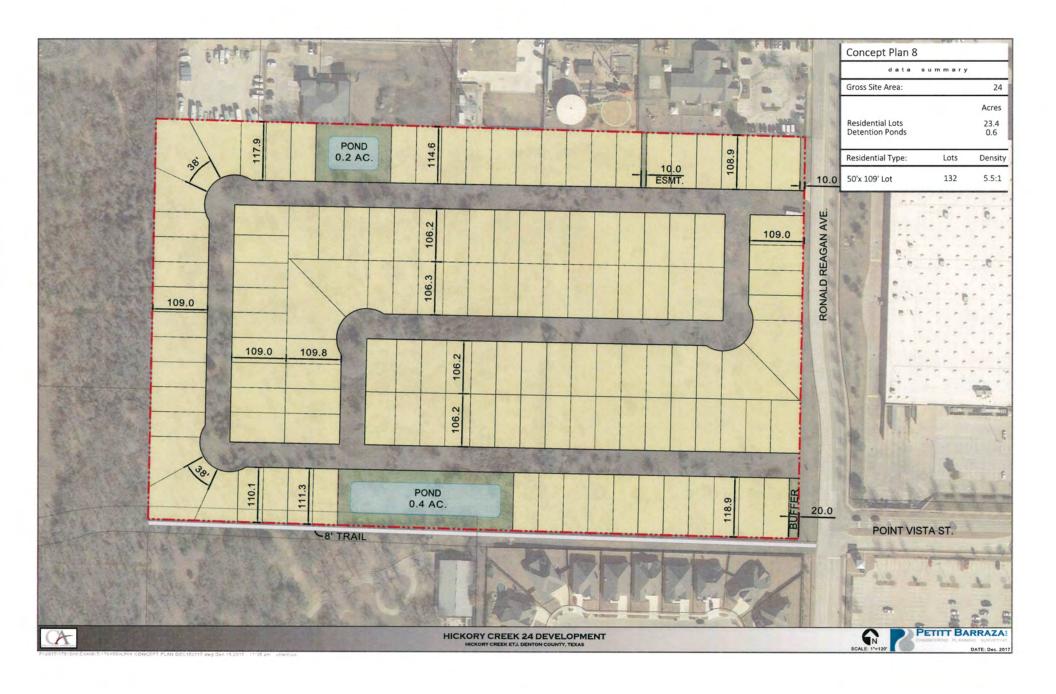
Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.2

Presentation from Metrocom regarding development of certain real property described as A1220A H.H. SWISHER, TR 40, 24.732 ACRES, (located South of Swisher Road, West of Ronald Reagan Avenue,

North of Turbeville Road and East of Parkridge Road.)





Town of Hickory Creek COUNCIL MEMORANDUM

Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.3

Consider and act on an ordinance granting to Atmos Energy Corporation, a Texas and Virginia Corporation, its successors and assigns, a franchise to construct, maintain and operate pipelines and equipment in the Town of Hickory Creek, Denton County, Texas.

TOWN OF HICKORY CREEK ORDINANCE NO. 2017-12-778

AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID TOWN FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.

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

SECTION 1. <u>GRANT OF AUTHORITY</u>: The Town of Hickory Creek, Texas, hereinafter called "Town," hereby grants to Atmos Energy Corporation, Mid-Tex Division, hereinafter called "Atmos Energy," its successors and assigns, consent to use and occupy the present and future streets, alleys, highways, public utility easements, public ways and other public places ("Public Rights-of-Way"), for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment (the "System") to deliver, transport, and distribute gas in, out of, and through Town for persons, firms, and corporations, including all the general public, and to sell gas to persons, firms, and corporations, including all the general public, within the Town corporate limits, as such limits may be amended from time to time during the term of this franchise, said consent being granted for a term ending December 31, 2042.

SECTION 2. <u>CONSTRUCTION</u>, <u>MAINTENANCE</u>, <u>OPERATION</u> & <u>RELOCATION</u> <u>OF</u> <u>ATMOS ENERGY FACILITIES</u>:

A. Atmos Energy shall lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment to minimize interference with traffic, place or cause to be placed appropriate barriers to mark excavations or obstructions, and restore to approximate original condition all Public Rights-of-Way that it may disturb. In determining the location of the facilities of the Town and other users of Public Right-of-Way within Town, Town shall minimize interference with then existing facilities of Atmos Energy and shall require other users of Public Rights-of-Way to minimize interference with existing facilities of Atmos Energy. In the event of a conflict between the location of the proposed facilities of Atmos Energy and the location of the existing facilities of Town or other users of Public Rights-of-Way within Public Rights-of-Way that cannot otherwise be resolved, Town or an authorized agent of Town shall resolve the conflict and determine the location of the respective facilities within the Public Rights-of-Way.

Atmos Energy or contractors working on behalf of Atmos Energy shall not be required to pay for street cutting, street excavation or other special permits related to excavations in Public Rights-of-Way in connection with Atmos Energy's operations in Public Rights-of-Way. Town shall provide Atmos Energy with its annual capital improvements plan as well as any updates or changes as soon as the plan, update, or change becomes available. Town shall notify Atmos Energy as soon as reasonably possible of any projects that will affect Atmos Energy's facilities located in the Public Rights-of-Way. When required by Town to remove or relocate its mains, laterals, and/or other facilities lying within Public Rights-of-Way, Atmos Energy shall do so as soon as practically possible with respect to the scope of the project. In no event shall Atmos Energy be required to remove or relocate its facilities in less than thirty (30) days from the time notice is given to Atmos Energy by Town.

B. If Town, in constructing its sewers, drainage, water lines, streets, or utilities, should request that Atmos Energy remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way, Atmos Energy shall do so at its own expense for facilities that are in conflict, unless such work is for the primary purpose of beautification or to accommodate a private developer. Facilities are deemed to be in conflict to the extent that the proposed Town facilities are determined by Atmos Energy to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. Atmos Energy shall not be required to relocate facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Atmos Energy.

When Atmos Energy is required by Town to remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way to accommodate a request by Town, and costs of utility removals or relocations are eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Atmos Energy as a result of such removal or relocation, and such reimbursement is required to be handled through Town, Atmos Energy costs and expenses shall be included in any application by Town for reimbursement if Atmos Energy submits its cost and expense documentation to Town prior to the filing of the application. Town shall provide reasonable written notice to Atmos Energy of the deadline for Atmos Energy to submit documentation of the costs and expenses of such relocation to Town. In the event that the Town does not provide sufficient written notice to Atmos Energy as set forth in this paragraph, the Town shall be responsible for fifty percent (50%) of the cost of the removal or relocation of Atmos Energy's facilities.

If Atmos Energy is required by Town to remove or relocate its mains, laterals, or other facilities lying within Public Rights-of-Way for any reason other than the construction or reconstruction of sewers, drainage, water lines, streets or utilities by Town, Atmos Energy shall be entitled to reimbursement from Town or others of the cost and expense of such removal or relocation.

- C. When Atmos Energy is required to remove or relocate its mains, laterals or other facilities to accommodate construction by Town without reimbursement from Town, Atmos Energy shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Atmos Energy to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. Town shall not oppose recovery of relocation costs when Company is required by Town to perform relocation. Town shall not require that Company document request for reimbursement as a pre-condition to recovery of such relocation costs.
- D. If Town abandons any Public Rights-of-Way in which Atmos Energy has facilities, such abandonment shall be conditioned on Atmos Energy's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Atmos Energy for all removal or relocation expenses if Atmos Energy agrees to the removal or relocation of its facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests Atmos Energy to remove or relocate its facilities and Atmos Energy agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 3. <u>INDEMNITY & INSURANCE</u>: In the event of injury to any person or damage to any property by reason of Atmos Energy's construction, operation, maintenance, or replacement of Atmos Energy's pipeline system within Public Rights-of-Way, Atmos Energy shall indemnify and keep harmless Town from any and all liability in connection therewith, except to the extent such injury or damage is attributable to the fault of the Town, including, without limitation, the Town's negligent or intentional acts or omissions. Atmos Energy's insurance of its obligations and risks undertaken pursuant to this franchise may be in the form of self-insurance to the extent permitted by applicable law, under an Atmos Energy plan of self-insurance maintained in accordance with sound accounting and risk-management practices.

SECTION 4. <u>NON-EXCLUSIVE FRANCHISE</u>: The rights, privileges, and franchises granted by this ordinance are not to be considered exclusive, and Town hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for Town and the inhabitants thereof.

SECTION 5. PAYMENTS TO TOWN:

- A. Atmos Energy, its successors and assigns, agrees to pay and Town agrees to accept, on or before the 1st day of May, 2018, and on or before the same day of each succeeding year during the term of this franchise the last payment being made on the 1st day of May, 2042, a sum of money which shall be equivalent to five percent (5%) of the Gross Revenues, as defined in 5.B below, received by Atmos Energy during the preceding calendar year.
- B. "Gross Revenues" shall mean:
 - (1) all revenues received by Atmos Energy from the sale of gas to all classes of customers (excluding gas sold to another gas utility in the Town for resale to its customers within Town) within the Town;
 - (2) all revenues received by Atmos Energy from the transportation of gas through the System of Atmos Energy within the Town to customers located within the Town (excluding any gas transported to another gas utility in Town for resale to its customers within Town);
 - (3) the value of gas transported by Atmos Energy for Transport Customers through the System of Atmos Energy within the Town ("Third Party Sales")(excluding the value of any gas transported to another gas utility in Town for resale to its customers within Town), with the value of such gas to be established by utilizing Atmos Energy's monthly Weighted Average Cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably near the time as the transportation service is performed; and
 - (4) "Gross Revenues" shall also the following "miscellaneous charges": charges to connect, disconnect, or reconnect gas and charges to handle returned checks from consumers within the Town.

- (5) "Gross Revenues" shall not include:
 - (a) revenues billed but not ultimately collected or received by Atmos Energy;
 - (b) contributions in aid of construction;
 - (c) the revenue of any affiliate or subsidiary of Atmos Energy;
 - (d) sales tax and franchise fees paid to the Town;
 - (e) interest or investment income earned by Atmos Energy; and
 - (f) monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the Town's right of way.
- C. The initial payment for the rights and privileges herein provided shall be for the privilege period January 1 through December 31, 2018, and each succeeding payment shall be for the privilege period of the calendar year in which the payment is made.

It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that Town may now impose or hereafter levy and collect from Atmos Energy or Atmos Energy's agents, excepting only the usual general or special ad valorem taxes that Town is authorized to levy and impose upon real and personal property. If the Town does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then Town agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Atmos Energy's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges aforesaid.

D. Effect of Other Municipal Franchise Ordinance Fees Accepted and Paid by Atmos Energy

If Atmos Energy should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in Atmos Energy's Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a

manner that, if applied to the Town, would result in a franchise fee greater than the amount otherwise due Town under this Ordinance, then the franchise fee to be paid by Atmos Energy to Town pursuant to this Ordinance may, at the election of the Town, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to Town were the franchise fee provisions of that other franchise ordinance applied to Town. The Town acknowledges that the exercise of this right is conditioned upon the Town's acceptance of all terms and conditions of the other municipal franchise *in toto*. The Town may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver.

E. Atmos Energy Franchise Fee Recovery Tariff

- (1) Atmos Energy may file with the Town a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement.
- (2) Town agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Atmos Energy's rates; (ii) if the Town intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Atmos Energy's franchise fees is an issue, the Town will take an affirmative position supporting 100% recovery of such franchise fees by Atmos Energy and; (iii) in the event of an appeal of any such regulatory proceeding in which the Town has intervened, the Town will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Atmos Energy.
- (3) Town agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Atmos Energy.
- F. Lease of Facilities Within Town's Rights-of-Way. Atmos Energy shall have the right to lease, license or otherwise grant to a party other than Atmos Energy the use of its facilities within the Town's public rights-of-way provided: (i) Atmos Energy first notifies the Town of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) Atmos Energy makes the franchise fee payment due on the revenues from such lease pursuant to Section 5 of this Ordinance. This authority to Lease Facilities within Town's Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees.

SECTION 6. <u>ACCEPTANCE OF FRANCHISE</u>: In order to accept this franchise, Atmos Energy must file with the Town Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by Town. If such written acceptance of this franchise ordinance is not filed by Atmos Energy, the franchise ordinance shall be rendered null and void.

When this franchise ordinance becomes effective, all previous ordinances of Town granting franchises for gas delivery purposes that were held by Atmos Energy shall be automatically canceled and annulled, and shall be of no further force and effect.

SECTION 7. <u>PARAGRAPH HEADINGS</u>. <u>CONSTRUCTION</u>: The paragraph headings contained in this ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this ordinance and this ordinance shall not be construed either more or less strongly against or for either party.

SECTION 8. <u>EFFECTIVE DATE</u>: If Atmos Energy accepts this ordinance, it becomes effective as of December 19, 2017.

PASSED AND APPROVED on this the 19th day of December, 2017.

ATTEST:	
Kristi Rogers, Town Secretary	Lynn C. Clark, Mayor Town of Hickory Creek, Texas

STATE OF TE	XAS	§		
COUNTY OF I	DENTON	§		
TOWN OF HIC	CKORY CREEK	§		
I, Krist	ti Rogers, Town Secreta	ary of the Town	of Hickory Creek, Denton County	, Texas, do
hereby certify to	hat the above and forego	ing is a true and o	correct copy of an ordinance passed b	y the Town
Council of the	Town of Hickory Creek,	Texas, at a	session, held on the	day
of	, 2017, as it	appears of record	1 in the Minutes in Book	, page
······································	ESS MY HAND AND S	EAL OF SAID T	OWN, this the day of	,
2017.				
			Kristi Rogers, Town Secreta	ary
			Town of Hickory Creek, Te	exas

STATE OF TEXAS



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.4

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

TOWN OF HICKORY CREEK, TEXAS RESOLUTION NO. 2017-1219-2

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

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 19th day of December, 2017.

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

ATTEST:			
Kristi Rogers, Town Secretary			
Town of Hickory Creek, Texas			
APPROVED AS TO FORM:			
Town Attorney Town of History Creek Toyes			
Town of Hickory Creek, Texas			

INTERLOCAL AGREEMENT FOR SERVICES

THIS SERVICE AGREEMENT ("Agreement") is entered into by and between Hickory Creek, Texas, acting by and through its duly authorized Mayor (hereinafter referred to as "TOWN") and SPAN, Inc., (hereinafter referred to as "SPAN"), a Texas non-profit corporation operating in Denton County, Texas as an organization described in Section 501(c)(3) of the Internal Revenue Code, acting by and through its duly authorized Executive Director.

- WHEREAS, SPAN enables people to live as fully and independently as possible by providing nutrition, transportation and social services to older persons, persons with disabilities, veterans, and the general public; and
- **WHEREAS**, the success of or failure of the SPAN's purposes and objectives has a direct impact on the health and welfare of the citizens of the TOWN; and
- **WHEREAS**, the TOWN is charged with the responsibility of promoting and preserving the health, safety, peace, good government, and welfare of its citizens; and
- WHEREAS, SPAN transportation services were developed to provide safe and efficient transportation to seniors, persons with special needs, veterans and as otherwise defined by agreements into which SPAN may enter from time to time; and
- WHEREAS, The TOWN and SPAN desire to enter into this Agreement whereby SPAN will provide demand response transit service for TOWN residents that are seniors (age 60 or older), and people with documented disabilities (hereafter referred to collectively as "Riders"); and
- WHEREAS, Riders in TOWN may be taken anywhere in SPAN's demand response transit service area in Denton County at a cost to the Riders of \$2.50 for seniors (age 60 and older) and people with documented disabilities for the limited purposes of medical treatments and doctor's appointments and
- WHEREAS, Riders may call in at least one (1) day in advance, but no more than two (2) weeks in advance, to set up appointments for pick-up and drop off by calling SPAN'S Transportation Office at 940-382-1900 weekdays between the hours of 8:00 a.m. and 2:00 p.m.; and
- WHEREAS, Demand response transit service is available between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday excluding major holidays and subject to capacity constraints.

NOW, THEREFORE, THE TOWN AND SPAN DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Recitals

The foregoing recitals are found to be true and correct, are fully incorporated into the body of this Agreement and made a part hereof by reference just as though they are set out in their entirety.

2. Scope of Transportation Services

SPAN shall provide door-to-door demand response transit services to TOWN citizens residing in Denton County who are Riders in accordance with this Agreement and SPAN's "Transportation Policy and Procedures" which is attached hereto as Exhibit "A" and incorporated herein by reference as though it were set out in its entirety ("Policy"). In the event of conflict between this Agreement and the Policy, this Agreement shall control. In performing services under this Agreement, the relationship between the TOWN and SPAN is that of an independent contractor. No term or provision of this Agreement or act of SPAN in the performance of this Agreement shall be construed as making SPAN the agent, servant, or employee of the TOWN.

3. SPAN Transportation Operations

- a. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a demand response transit service for the TOWN's Riders. SPAN shall further establish, operate, and maintain an accounting system for this program that will allow for a tracking of services provided to Riders and a review of the financial status of the program. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Riders.
- b. The TOWN shall have the right to review the activities and financial records kept incident to the services provided to the TOWN's Riders by SPAN. In addition, SPAN shall provide monthly ridership information to the TOWN Manager or his/her designee specifically identifying the number of Rider trips including rider origination, destination, and purpose.
- c. SPAN will be responsible for verifying and documenting the eligibility of Riders. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a passenger. In the event that safety is compromised, SPAN may decline transportation for this person and must document the reason why service was declined.
- d. Span will inform riders that their trips to the doctor, hospital, or other location may qualify as a Medicaid eligible trip. SPAN will direct potential Medicaid eligible riders to call Texas Health and Human Services toll free at 1-877-633-8747 (TTY: 1-800-735-2989) or 1-877-MED-TRIP on Monday through Friday between 8:00 a.m. and 5:00 p.m. at least two days before their appointment or trip to schedule free transportation through Medicaid.

4. Payment

TOWN agrees to pay a reasonable fee to initiate demand response transit service provided to Riders and this service will thereafter be supplemented with Federal grant funds under the §5310 Enhanced Mobility for Seniors and People with Disabilities Program. Such fee to the TOWN for fiscal year October 1, 2017, through September 30, 2018, will be a cumulative amount not to exceed One Thousand One Hundred Dollars (\$1,100) for up to forty (40) oneway trips for Riders, invoiced to TOWN on a monthly basis at a price per one-way trip of Twenty-Seven Dollars and Fifty Cents (\$27.50).

- a. The number of one-way trips funded by the TOWN shall be limited to a maximum of thirteen (13) one-way trips per month.
- b. EXCEPTION: If the full allotment of thirteen (13) one-way trips has been exhausted for a particular month and additional one-way trips remain available under this Agreement SPAN may provide transportation service to a Rider needing transportation for dialysis, chemotherapy or other medically necessary treatment or therapy upon provision by the Rider to SPAN of a doctor's order documenting the need for treatment or therapy on the date such service is requested by said Rider (an "Excess One-Way Trip"). TOWN will pay SPAN for such Excess One-Way Trips upon submission of documentation supporting the Excess One-Way Trips provided that funds remainavailable under the maximum amount of this Agreement for such purpose.
- c. Excess One-Way Trips shall be deducted from the immediately following month's allotment of thirteen one-way trips.
- d. If fewer than thirteen one-way trips are used in any given month the unused one-way trips from that month will accrue and be available for use during the immediately following month, up until such time as the §5310 funds become available.
- e. Upon notification of the availability of §5310 grant funds, SPAN shall provide up to seventeen (17) one-way trips per month to TOWN riders using such funds. If fewer than seventeen trips are used in any given month the unused one-way trips from that month will accrue and be available for use during subsequent months of this Agreement.

5. Indemnification

SPAN assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend the TOWN, and its officials, officers, agents, servants and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, the performance, attempted performance or nonperformance of the services described hereunder or in any way resulting from or arising out of the management, supervision, and operation of the program and activities of SPAN. In the event of joint and concurring responsibility of SPAN and the TOWN, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with Texas Law, without waiving any defense of either party under Texas Law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

6. Insurance

SPAN shall obtain public liability insurance of the types and in the amounts set forth below from an insurance carrier or underwriter licensed to do business in the State of Texas and acceptable to the TOWN. SPAN shall furnish TOWN with certificates of insurance or copies of the policies, evidencing the required insurance on or before the beginning date of this Agreement. SPAN agrees to submit new certificates or policies to TOWN on before the expiration date of the previous certificates or policies. The insurance shall be the following types in amounts not less that indicated:

- a. Comprehensive General (Public) Liability Insurance or its equivalent including minimum coverage limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- b. Automobile Liability Insurance including minimum coverage limits of \$1,000,000 per combined single limit for bodily injury and property damage.
- c. On all insurance required, SPAN shall require insurance providers to:

Name the TOWN, and its officials, officers and employees, as additional insureds and provide thirty (30) days written notice to TOWN of any material change to or cancellation of the insurance.

7. Assignment and Delegation

Neither party shall assign or delegate the rights or obligations under this Agreement without the prior written consent of the other party.

8. Severability

In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in full force and effect as to the balance of its provisions and shall be construed as if such invalid provision were not a part hereof.

9. Mediation

In the event of any dispute regarding this Agreement or the terms contained herein, the parties hereto agree that they shall submit such dispute to non-binding mediation.

10. Term of Agreement

The term of this Agreement shall be from January 1, 2018 through September 30, 2018, subject to renewal by the parties. Either party may modify this Agreement by submitting, in writing, the proposed amendment to beconsidered and executed by both parties. This Agreement may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party of their intent to terminate the Agreement. In the event the TOWN terminates without cause, SPAN shall be entitled to receive just and equitable compensation for any satisfactory work completed in accordance with this Agreement and prior to the termination.

11. Applicable Law Venue

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue for any claim or cause of action shall lie exclusively in Denton County, Texas or the Federal courts having jurisdiction over claims arising in Denton County, Texas.

12. Attorney's Fees and Costs

In the event it becomes necessary to take legal action to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover attorney's fees and costs of court from the non-prevailing party.

IN WITNESS WHEREOF the Town of Hickory Creek and Span, Inc. have executed this Agreement on this the 19th day of December, 2017.

SPAN, INC:	
Deborah Robertson, Executiv	ve Director
Town of Hickory Creek	
Lynn C. Clark, Mayor	
ATTEST:	
Kristi K. Rogers, Town Secreta	rv.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.5

Consider and act on purchasing trees to be planted at various sites throughout the town.

11/19/17 8:04 PM Page 1



Postal Address – 5505 Muirfield Court Flower Mound, Texas 75022-6489 USA 817.430.8715 (D/FW Metro) 866.469.8943 (toll-free USA) 817.491.3474 (Fax) sales@shademakertrees.com (e-mail) 11.20.17 PROFESSIONAL SERVICES-TREE TRANSLANTING QUOTAITON

AND WORK ORDER PRESENTED TO:

Town of Hickory Creek, Texas 1075 Ronald Reagan Avenue Hickory Creek, TX 75065 940.497.2528 (o)

940.279.7061 (c) Attn: John Smith

John.Smith@hickorycreek-tx.gov

COLLECTION AREA:

Starr Turfgrass (formerly Dallas Nurseries, 2552 S. Stemmons Freeway, Lewisville, TX 75067 Nearest Intersecting: Intersate 35 E

MAPSCO:

Planting Area(s):

To be Determined, but within Hickory

Creek, Denton County, TX
Nearest Intersecting:
To be Determined

1st POC: John Smith c: 940.279.7061

2nd POC: To be Determined

URCHASE ORDER #	
-----------------	--

TERMS: NET INVOICE DATE. Payable in full upon Receipt of Invoice. Not subject to third party collection

MINIMUM CALLOUT - TS90 Truck-Mounted Transplanter - \$2,000.00

DESCRIPTION	UNIT COST	EXTENSION
PROJECT SURCHARGE-Tree Preparation at Collection Site: Specialized equipment, Supervisor	- 0	\$2,200.00
and 2-man ground crew to expose root flare of selected trees prior to transplanting, selective		
and corrective pruning, Tractor mow area between trees, clear out debris for equipment		The sale
access. Leave all pruning debris on site. Select and tag all transplants by type and size.		
Provide tree list to Hickory Creek.		
PER DIEM ALLOWANCE: Local Lodging and meal allowance for 2-man crew (4-nights)	\$250.00	\$1,000.00
PROFESSIONAL SERVICES-DIRECT TREE TRANSPLANTING: Supply of specialized equipment,		
labor and materials to mechanically transplant various owner-provided trees per your		
direction to various machine-accessible planting areas within Hickory Creek, Texas properties.		
Fertilization, shredded hardwood mulching and backfill of tree pits.		
Supervisor for project coordination and Ground crewmen for heel-in, finish out, water in.		
Provide written suggested tree care guideline to Town of Hickory Creek based upon irrigation		
method, drainage characteristics.		
Twenty-Five (+/-) designated (tagged) Shade/Ornamental Trees (6-9" Caliper) via TS90	\$580.00	
	SUBTOTAL	\$
TEXAS SALES TAX RESALE / EXEMPTION CERTIFICATE REQUIRED	8.25%	EXEMPT
	TOTAL	\$

NOTE: We require your signed authorization to proceed. Please sign where indicated and FAX or MAIL a copy of this Sales Order to our Flower Mound, Texas office. A production supervisor will contact you by phone to confirm scheduling. This agreement is subject to the terms and conditions of our STANDARD WORK ORDER. A copy IS ATTACHED.

Date_	Approved By	
		Town of Hickory Creek, Texas
	Please Print Name and Title	e
		John Smith, Administrator

Contractual Details:

Property Owner's	Physical Address of Work Site	Property Owner will
Name/Address/City/State	Legal Description of Work Site	be notified.

Collection Site DIG TESS CONFIRMATION	Planting Site DIG TESS CONFIRMATION	A.

Hickory Creek emergency contact and cell phone

11/19/17 8:04 PM Page 2

Crew Instructions:

PPE-all personnel. Flagman and escort vehicle

1st Dispatch: preliminary Trip to prepare trees: Supervisor and 2 Ground Crewmen CC#2 and 20' trailer with MASSEY/Shredder/Front end loader. Plywood and blocks, barricades, cones, pruning gear.

2nd Dispatch: Transplant Trees via TS90 and POD. F150 with 16' trailer and 2 pallets of mulch. 12 sheets of plywood, blocks. Water hose and nozzle.

Supervisor will meet with Hickory Creek personnel to determine planting locations, check for UT conflicts. Determine how to shut off irrigation at collection site.

Hours of operation?
Water Fill location?
Staging/overnight equipment parking?

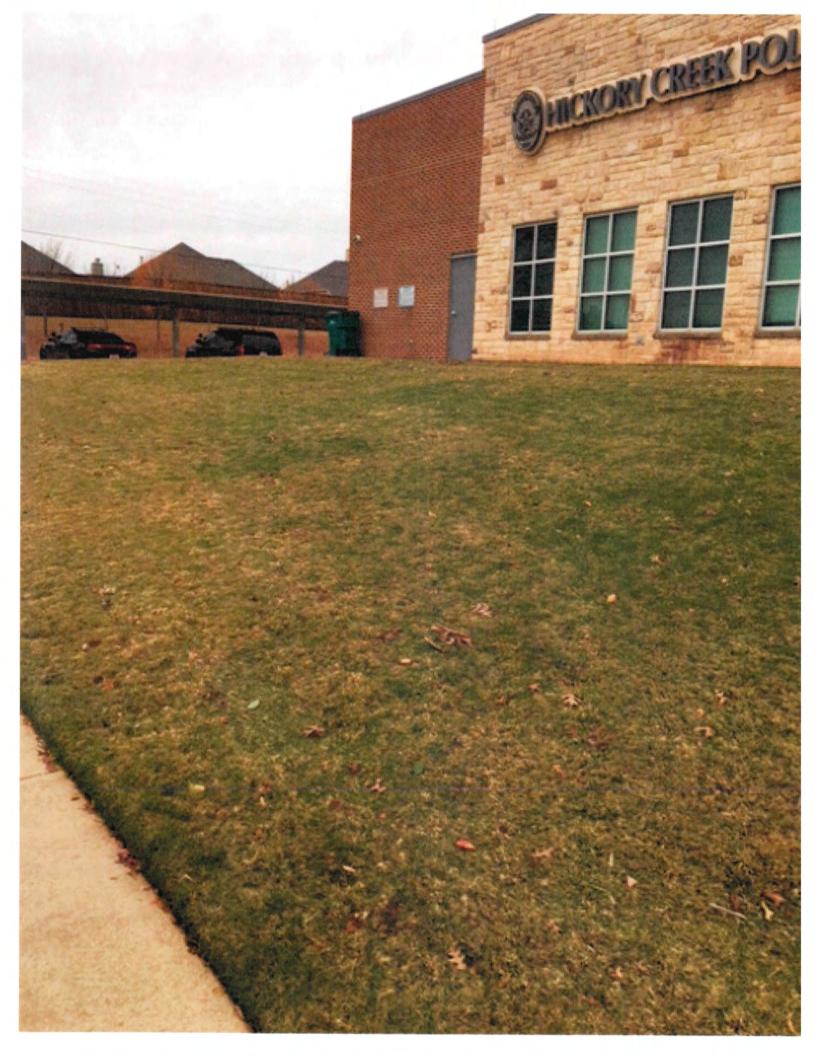














Town of Hickory Creek COUNCIL MEMORANDUM

Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.6

Consider and act on proposals submitted for an extension of existing structure at the public works facility

located at 970 Main Street.

Caliber Construction, Inc. 504 Chambers Street Denton, Texas 76205 (940) 898-8784 (940) 591-0704 Fax

August 22, 2017

Jeffery McSpedden

Day History Creats Dub

Re: Hickory Creek Public Works Facility 970 Main Street Hickory Creek, Texas 75065

Caliber Construction, Inc. hereby proposes to provide labor, material, and equipment to perform the following at 970 Main Street in Denton. The work and cost to be described as follows:

- Install 4- 3'X3'X3' concrete footings
- Supply and Install 30'X75' pre engineered metal building with open sides and ends, with west end gable closed in from 14' A.F.F.

Total Price \$36,259.00

Note: All work to be performed during normal business hours.

Thank you for the opportunity to submit this proposal.

Respectfully,

Chris Clampitt
Caliber Construction, Inc.

ACCEPTED. The work and prices as specified in this proposal are satisfactory and hereby accepted. All work to be performed under terms and conditions as specified unless stipulated otherwise.

Authorized Signature_	
Date of Acceptance	

Caliber Construction, Inc. 504 Chambers Street Denton, Texas 76205 (940) 898-8784 (940) 591-0704 Fax

August 8, 2017

Jeffery McSpedden

Re: Hickory Creek Public Works Facility 970 Main Street Hickory Creek, Texas 75065

Caliber Construction, Inc. hereby proposes to provide labor, material, and equipment to perform the following at 970 Main Street in Denton. The work and cost to be described as follows:

- Install 6- 3'X3'X3' concrete footings
- Supply and Install 50'X75' pre engineered metal building with open sides and ends, with west end gable closed in from 14' A.F.F.

Total Price \$48,376.00

Note: All work to be performed during normal business hours.

Thank you for the opportunity to submit this proposal.

Respectfully,

Chris Clampitt
Caliber Construction, Inc.

ACCEPTED. The work and prices as specified in this proposal are satisfactory and hereby accepted. All work to be performed under terms and conditions as specified unless stipulated otherwise.

Authorized Signature		
Date of Acceptance		

Douglas Specialties

PO Box 23 ~ Milford, TX ~ 76670-0023

10/16/2017

To: John Smith

Town Administrator for the town of Hickory Creek TX.

Re: Extension of existing structure at the public works department located at 970 Main St.

Mr. Smith,

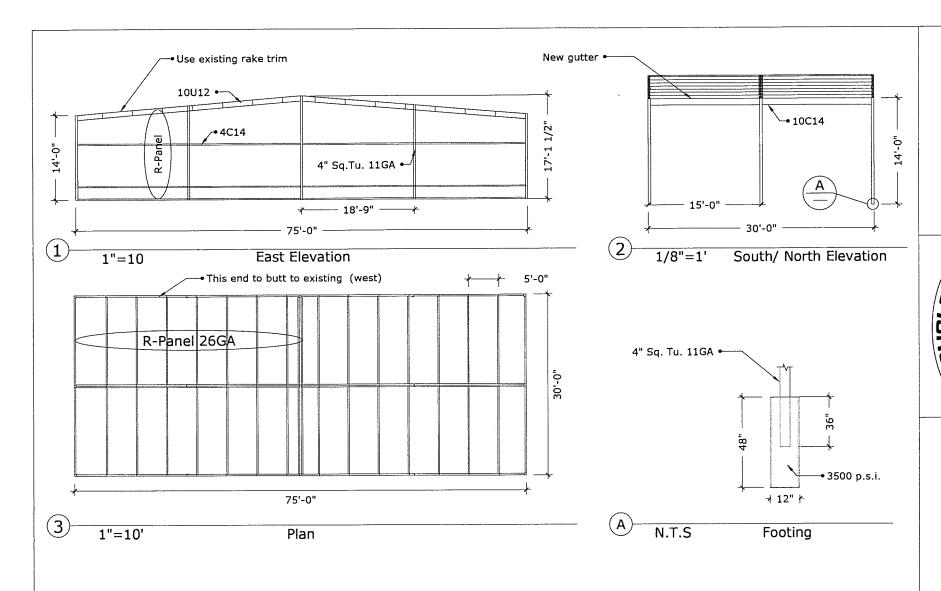
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We propose to install the extension per attached drawings. All framing material will have a factory red oxide coating and all roof/ wall, trim and guttering system to match in color. Our total cost for installation (less municipal fees) turn key is \$33,750.00. Please see attached for doc's making our contract and drawings for the proposed and be in touch with any questions.

Regards,

Dek Davis
Project Manager
Dek@DouglasSpecialties.com
214-914-0326 (cell)
1-866-211-4290 (fax)
P.O. Box 23 Milford TX. 76670
www.DouglasSpecialties.com





Douglas Specialties / carports and shelters

P.O. box 23 ~ milford, tx ~ 76670 214-632-0143 ~ FAX 1-866-211-4290

Agreement to install extension per attached proposal. This agreement made the by and between Douglas Specialties, hereinafter called the Contractor and Town of Hickory Creek called the Owner, for the considerations named agree as follows:

ARTICLE I: SCOPE OF WORK

Douglas Specialties shall furnish labor, materials and perform all of the work shown on the drawings and described in the proposal (attached) prepared by Douglas Specialties. Work shall be substantially complete within () DAYS of commencement and work shall start on unless otherwise mutually arranged.

ARTICLE II: CONTRACT SUM

The owner shall pay Douglas Specialties for the performance of the contract in current funds upon the completion of the work \$16875 with a DEPOSIT of 50% (\$16,875) due upon singing of contract. Total Contract price is \$33,750

ARTICLE III: CONTRACT DOCUMENTS

					form the contract	-	
Town of H	ickory Cre	 ek DATE	 	DO	UGLAS SPECIALT	 TES	— Date

GENERAL CONDITIONS OF CANOPY EXTENSION ERECTION Douglas Specialties

Where the heck is that?

P.O. box 23 ~ Milford, TX ~ 76670 ~ 214-692-5454 ~ FAX 1-866-211-4290

Attached to contract for: Town of Hickory Creek

- A. Contract price is subject to the following conditions of site and soil where work is to be performed.
 - 1 .Accessibility to site shall not be restricted in any manner.
 - 2 . Site shall be clear of any above ground or overhead obstructions or obstacles that would hinder or delay delivery of materials or installation work.
 - 3 Site surface shall be concrete unless otherwise specified below (write NONE in space below if no contrary surface condition is noted)
 - 4. Allowable soil pressure shall be not less than 2,000 pounds per square foot, or soil report copy to be supplied by owner.
 - 5. Subsurface shall be free of obstructions, obstacles, or unusual conditions of any kind (such as underground rock or water or utility lines) which increases the cost of footings or other installation work. Soil must be drillable with equipment normally used by installer for standard footings (skid Loader with auger attachment).
 - 6. Grade variance great enough to necessitate step-downs will be billed at \$250.00 each.
 - 7. All anchor bolts, footings, or block-outs that are the responsibility of the purchaser shall be set in accordance with plans and specifications furnished by erection contractor.
- B. 1. Contract price shall be increased by the amount of all expenses plus 10% thereof, which are incurred by seller or its subcontractors because site or soil conditions are not in accordance with one or more of the preceding paragraphs, A.1,2,3,4,5,6,&7.
 - 2. In the event that extra costs are encountered relative to paragraph B.1., purchaser shall be notified by seller immediately and the extra costs plus 10% will be due and payable upon completion of the extra work.
- C. No responsibility is assumed by seller for any work other than the installation of materials furnished by the seller. This excludes responsibility for lighting, fixtures or any appurtenances to the structure unless specifically noted below. (write NONE in the space below if there are no exceptions)
- D. Seller will be reimbursed by the purchaser for any expense incurred by seller or its subcontractors that is the result of any delay in the erection work covered by this agreement which is caused by the purchaser, its agent, servants, employees, or those under contract with the purchaser.
- E. Seller shall not be liable for any delay in performance due to acts of God, war, riot, embargoes, act of civil or military authorities, fire, floods, accidents, quarantine restrictions, factory conditions, strikes, differences with workmen, delays in transportation, shortage of transportation, or any other cause beyond its reasonable control.

Be sure second page (F,G,H,I, and J) is attached

- F. Any date given by seller for starting and completion of installation is approximate and seller will make every effort to maintain such schedule, but seller will not be liable for damages on account of delays irrespective of the cause, unless noted specifically in proposal or separate addendum.
- G. It is assumed that union labor shall not be required.
- H. The purchaser is responsible for:
 - 1. Showing the installer where the structure is to be located
 - 2. Determining that the location does not violate property lines, easements, or set back requirements.
- I. Should installation require the use of adjoining property for scaffolding and ladders, purchaser will obtain, at his expense, ample access to such property.
- J. Purchaser is responsible for furnishing electrical and water service at the job site before installation commences.
- K. Purchaser is responsible for supplying dumpsters or other receptacles for trash, drilling spoils, concrete blocks etc..

Please do not overlook completing A3 and C

Signed:	Date:	20

CUSTOMER'S AUTHORIZATION TO PROCEED

As authorized representative of (Town Of Hickory Creek) have inspected the site layout for carports supplied by Douglas Specialty Carports and find the layout conforms with plans and specifications stamped and approved by local building departments and meets with our approval, AS IS. The asphalt, concrete, or other surface on the access route and area in which the carports are to be built will permit the movement and weight of drilling, concrete, or lifting equipment necessary for the installation. Douglas Specialties shall not be responsible for any damages resulting from carport installation in the above mentioned areas.
Soil conditions on this job site are drillable with carport installer's standard equipment (skid loade with auger). Soil conditions that necessitate excessive drilling time, hand labor, or extra concrete etc. will be paid for as extra installation expense and payable upon completion of the drilling.
Owner recognizes that some "volcano" effect may occur to asphalt. While driller will exercise caution, driller can not be responsible for asphalt breakage due to this effect and recommends retamping prior to pouring concrete 3" to 6" low to allow owner to patch asphalt around column.
These carports and their footings will not conflict with, or be hindered by any underground utilities, obstructions, or non-drillable soil conditions. The owner will hold Douglas Specialty Services "free and clear" of liability for any damages arising from striking any subsurface objects such as telephone, electrical, sewer, plumbing, water, cable, etc.
Locating of underground utilities is the responsibility of the owner and/or his agent. No footing conflicting with utilities are the responsibility of the installer, nor are any damages as a result o any conflict or carport footings and underground utilities/obstructions.
We understand that time is of the essence, and clear access to the work area will be provided to allow installer to proceed in an orderly and productive manner. The carport areas are or will be available according to the schedule agreed to by installer and owner's representative.
Job site will be left blade clean by installation contractor.
Company:
Title: Date:
Authorized changes:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/7/2017

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

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

CONTACT Stephani Hevalow	
PHONE (817) 877-3101 FAX (A/C, No): (817) 332-6916	
E-MAIL ADDRESS: shevalow@txam.com	
INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A:Mfs-Evanston Insurance Company	
INSURER B:Mer - American Mercury Lloyds Ins.	25470
INSURER C:Brw - Evanston Insurance Co.	
INSURER D:Tmi - Texas Mutual Insurance Co.	
INSURER E:	
INSURER F:	
	E-MAIL ADDRESS: shevalow@txam.com INSURER(S) AFFORDING COVERAGE INSURER A: Mfs-Evanston Insurance Company INSURER B: Mer - American Mercury Lloyds Ins. INSURER C:Brw - Evanston Insurance Co. INSURER D:Tmi - Texas Mutual Insurance Co. INSURER E:

COVERAGES CERTIFICATE NUMBER:CL1732903038

REVISION NUMBER:

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

INSR LTR		TYPE OF INSURANCE	ADDL SU		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	х	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
A		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	s	100,000
				ļ	3AA130264	4/1/2017	4/1/2018	MED EXP (Any one person)	s	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN	L'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	s	2,000,000
		POLICY X PRO-						PRODUCTS - COMP/OP AGG	s	1,000,000
		OTHER:							\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
В		ANY AUTO						BODILY INJURY (Per person)	\$	
1		ALL OWNED X SCHEDULED AUTOS			BAP4510396	11/15/2016	11/15/2017		\$	
	x	HIRED AUTOS X NON-OWNED						PROPERTY DAMAGE (Per accident)	\$	
								Underinsured motorist	\$	1,000,000
	X	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	2,000,000
l c		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	2,000,000
		DED RETENTION \$			XOBW6949117	1/20/2017	1/20/2018		\$	
		KERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER		
•	AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A		0001219712	1/11/2017	1/11/2018	E.L. EACH ACCIDENT	\$	1,000,000
D			" "					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
								E.L. DISEASE - POLICY LIMIT	5	1,000,000
	<u> </u>		1 - 1 - 1		And Addition I Describe Only date and					

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

PROJECT: 201 INMAN ST, DENTON, TX

SEE ATTACHED FOR SPECIFIC WORDING

CERTIFICATE HOLDER	CANCELLATION				
iCONSTRUCTION SERVICES, LLC 16135 PRESTON RD, #105 DALLAS, TX 75248	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
DAULINO, IN 10240	AUTHORIZED REPRESENTATIVE				
	Colby Shannon/SLH Calley Thomas				

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COMMENTS/REMARKS

GENERAL LIABILITY POLICY INCLUDES AN ADDITIONAL INSURED ENDORSEMENT PER FORMS (MEGL0009-01 05/16) THAT PROVIDES ADDITIONAL INSURED STATUS TO THE CERTIFICATE HOLDER ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS.

GENERAL LIABILITY INCLUDES A BLANKET AUTOMATIC WAIVER OF SUBROGATION ENDORSEMENT (MEGLO241-01 05/16) THAT PROVIDES THIS FEATURE ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES IT.

PRIMARY WORDING IS INCLUDED IN THE POLICY FORM REGARDING GENERAL LIABILITY (CG2001 04/13).

POLICIES INCLUDE AN ENDORSEMENT PROVIDING THAT 30 DAYS NOTICE OF CANCELLATION WILL BE FURNISHED TO THE CERTIFICATE HOLDER.

UMBRELLA POLICY FOLLOWS FORM.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Additional Premium: \$

\$ 704 (Check box if fully earned. ⋈)

A. Who is An Insured is amended to include as an additional insured any person or entity to whom you are obligated by valid written contract to provide such coverage, but only with respect to negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a contract is not an acceptance of any other provisions of the contract or the contract in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to the additional insured shown in the Schedule of this endorsement for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

B. With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:

Any person(s) or organization(s) with whom the Named Insured agrees, in a written contract executed prior to the "occurrence", to waive rights of recovery

Additional Premium: \$ 352

The following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us under Section IV – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization shown in the Schedule of this endorsement. This waiver applies only to the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 03 04 B

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

_		
~:~	hedul	_
	IICUU	

- Specific Waiver
 Name of person or organization
 - (X) Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
- 2. Operations: ALL TEXAS OPERATIONS
- 3. Premium

The premium charge for this endorsement shall be <u>2,00</u> percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium INCLUDED, SEE INFORMATION PAGE.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on

at 12:01 A.M. standard time, forms a part of

Policy No. SBP-0001219712 20160111 of the Texas Mutual Insurance Company

Issued to JAMES DOUGLAS DAVIS

DBA: DOUGLAS SPECIALTIES & CARPORTMAN

Premium \$

NCCI Carrier Code 29939

Endorsement No.

Authorized Representative

WC420304B (ED. 6-01-2014)



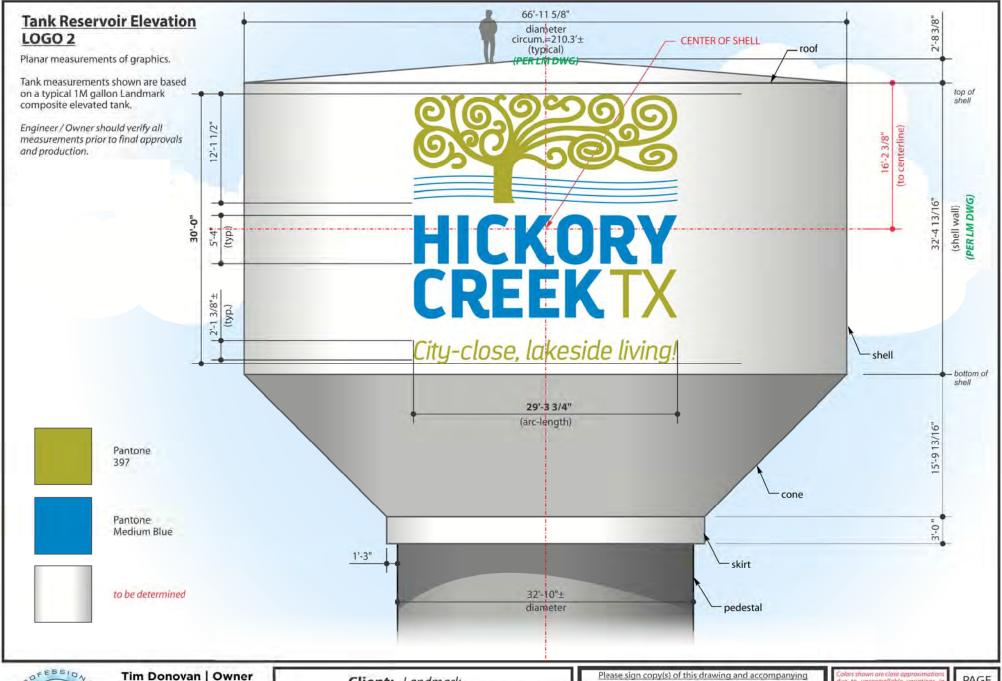
Town of Hickory Creek COUNCIL MEMORANDUM

Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.7

Consider and act on allocating funds for the Town of Hickory Creek logo to be placed on the L.C.U.M.A. elevated storage tank in Hickory Creek.





Tim Donovan | Owner 106 Mission Ct STE 1201 Franklin, TN 37067 615.473.0272 tel 888.492.1831 fax Tim@TankLOGOS.com

Client: Landmark

Design: Hickory Creek TX LCMUA LM1578 1MG CET BO.

Revision Date: 11-17-17 First Print Date: 10-17-17 Scale: 3/32"=1'-0"± Please sign copy(s) of this drawing and accompanying estimate if approved and return or fax to begin work.

Signature

APPROVED DATE

APPROVED AS NOTED DATE

REVISE + RESUBMIT DATE

due to uncontrollable variations in output devices, lighting conditions and media viewed on. Refer to color callouts when specified. All renderings shown are approximate and are provided as a visualization oid. This design is copyright of TankLOGOS.com. Any unauthrotized use of this drawing without exclusive permission from TankLOGOS.com is pratibited. PAGE OF 2





1665 Harmon Road Fort Worth, Texas 76177 817.439.8888 Phone 817.439.9001 Fax

www.teamlandmark.com

November 28, 2017

Belcheff & Associates, Inc. 100 Trophy Club Drive, Ste. 103 Trophy Club, TX 76262

Attn: Michael Anderson, P.E.

Re: Hickory Creek 1.0 MG Elevated Storage Tank

Lake Cities Municipal Utility Authority

Dear Mr. Anderson,

Per the request of Lake Cities Municipal Authority, Landmark Structures hereby proposes to provide an alternate logo replacing one of the two previously approved logos. Breakdown is as follows:

Additional rendering and pattern	\$2,600
Additional paint and materials	\$3,600
Labor and equipment	\$1,500
Subtotal	\$7,700
Allowable mark-up 15%	\$1,155
Total	\$8,855

Please note, this price is contingent upon approval by December 1, 2017 to allow time for materials to be procured. Should you have any questions or require additional information, please do not hesitate to contact me.

Yours truly,

LANDMARK STRUCTURES I, L.P.

Aimee Hanei

Project Manager

Clime Hanei



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.8

Consider and act on a right-of-way dedication instrument between the Town of Hickory Creek and Kenneth

R. and Linda K. Casey.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

TOWN OF HICKORY CREEK RIGHT-OF-WAY DEDICATION INSTRUMENT

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON §

For and in consideration of the sum of ten dollars (\$10.00) in hand paid by the Town of Hickory Creek, Texas, the receipt of which is hereby acknowledged, and other good and valuable consideration, including the benefits that will accrue to my property, I (we), KENNETH R. AND LINDA K. CASEY (GRANTOR(S)), of Denton County, Texas, as the owners of that certain tract of land in Denton County depicted by metes and bounds description in Exhibit "A," attached hereto and incorporated herein for all purposes of this dedication, and as more particularly described by drawing as set forth in the "Site Drawing of Exhibit A", attached hereto and incorporated herein for all purposes of this dedication, do hereby dedicate same to the Town of Hickory Creek, Denton County, Texas for the use and benefit of the public as a perpetual right-of-way and easement for the passage and accommodation of vehicular and pedestrian traffic, and the construction, operation, use, maintenance, inspection, repair, alteration, and replacement of a paved road within the boundaries of the right-of-way and easement area, and for all other purposes for which a public street and right-of-way is commonly used, including installing, repairing, maintaining, altering, replacing, relocating and operating utilities in, into, upon, over, across, and under said right-of-way, and including but not limited to all such uses permitted by the Laws of the State of Texas and the Ordinances of the Town of Hickory Creek, Texas. There is an existing pipe and cable fence located within the property described in Exhibit "A." Grantee agrees to replace any portion of the fence within the above-described property that is removed or destroyed during construction. The replacement fence shall be of similar kind and quality as the existing fence.

TO HAVE AND TO HOLD said right-of-way and easement unto the Town of Hickory Creek, its successors and assigns, and GRANTOR(S) hereby bind(s) itself (themselves), its (their) successors and assigns to warrant and forever defend, all and singular, said premises unto the Town of Hickory Creek, its successor: and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

GRANTOR(S) covenant(s) and agree(s) that GRANTOR(S) and GRANTOR(S)' heirs, representatives, successors and assigns shall at no time erect, place or construct, or cause to be erected, placed or constructed in, into, upon, over, across or under any easements granted

herein any temporary or permanent structures, and it is further agreed that the Town of Hickory Creek shall have the right to excavate and fill upon said permanent easement, any fences, buildings or other obstructions as may now be found upon said permanent easement.

It is further intended that the permanent right of way and easement herein granted to the Town of Hickory Creek shall run with the land and forever be a right in and to the land belonging to GRANTOR(S), and GRANTOR(S)' successors and assigns, and said grant is expressly excepted from any right of reversion of said premises under any prior deeds in GRANTOR(S)' chain of title. The permanent right-of-way and easement rights and privileges granted therein are exclusive, and GRANTOR(S) covenants that it will not convey any other easement or conflicting rights within the area covered by the grant to any other person.

	edication instrument is executed this day
of, 2017.	GRANTOR(S):
	Ву:
	Name: KENNETH R. CASEY
	By:
	Name: LINDA K. CASEY
<u>ACKNOW</u>	LEDGMENT
STATE OF TEXAS § \$ COUNTY OF DENTON §	
, 2017, by KENNETH R (description of ide person whose name is subscribed to the fore	ed before me on this the day of CASEY, known to me or proved to me through entity card or other document) to be the same egoing instrument and acknowledged to me that and consideration therein expressed and in the
GIVEN UNDER MY HAND AN December, 2017.	ND SEAL OF OFFICE this day of
	Notary Public in and for Denton County, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS	§			
	§			
COUNTY OF DENTO				
	(description of abscribed to the fo	CASEY, know identity card coregoing instru	vn to me or proor other document and ackn	roved to me through ent) to be the same owledged to me that
1	R MY HAND A	AND SEAL	OF OFFICE	this day of
			ary Public in an ton County, Sta	

CERTIFICATE OF ACCEPTANCE

al property conveyed by this dedication
, 2017, from,
duly accepted subject to all terms and
ncil has consented to recordation of such
LYNN CLARK, Mayor
Town of Hickory Creek, Texas
•
Dated
ATTEST:
Kristi Rogers Town Secretary

AFTER RECORDING RETURN TO:

Lance Vanzant HAYES, BERRY, WHITE & VANZANT, L.L.P. 512 W. Hickory, Suite 100 Denton, Texas 76201

EXHIBIT A Metes and Bounds Description

TURBEVILLE ROAD RIGHT-OF-WAY DEDICATION 0.9682 ACRES (42,175 SQUARE FEET) SITUATED IN THE S. LINTHICUM SURVEY, ABSTRACT NUMBER 1600 CITY OF HICKORY CREEK, DENTON COUNTY, TEXAS

BEING a 0.9682 acre tract of land situated in the S. Linthicum Survey, Abstract Number 1600, City of Hickory Creek, Collin County, Texas, and being part of tracts of land described as "Tract 1" and "Tract 2" in Deed of Release to Kenneth R. & Linda K. Casey, as recorded in Instrument Number 2016-116351 of the Official Records of Denton County, Texas (O.R.D.C.T.), and being part of a tract of land described in deed to Linda K. Casey, as recorded in Volume 3103, Page 195, O.R.D.C.T., and being part of Lot 10 of Hickory Park Estates, an addition to the City of Hickory Creek, Denton County, Texas, as recorded in Cabinet A, Page 127 of the Plat Records of Denton County, Texas (P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a found "X" cut for the northeast corner of said Lot 10, and the northwest corner of a called 10.570 acre tract of land described in deed to Cornelius Center Investors, LP, as recorded in Instrument Number 2005-78407, O.R.D.C.T., said corner being at the intersection of the centerline of Point Vista Road (a variable width right-of-way) and the centerline of Turbeville Road (a variable width right-of-way);

THENCE South 00 degrees 10 minutes 51 seconds East, with the east line of said Lot 10, the west line of said 10.570 acre tract of land, and the centerline of said Point Vista Road, passing at a distance of 604.03 feet to a found PK nail the southwest corner of said 10.570 acre tract of land, and continuing with the centerline of said Point Vista Road and the east line of said Lot 10, for a total distance of 665.18 feet to a set PK nail with shiner stamped "HALFF" for the northeast corner of Lot 1, Block A, of Lots 1 and 2, Block A, R.L. Anderson Addition, an addition to the City of Hickory Creek, Denton County, Texas, as recorded in Cabinet W, Page 360, P.R.D.C.T.;

THENCE over and across said Lot 10, and said Casey's tracts, the following bearings and distances:

South 89 degrees 56 minutes 53 seconds West, departing the centerline of said Point Vista Road, and the east line of said Lot 10, and with the north line of said R.L. Anderson Addition, a distance of 40.00 feet to the northwest corner of set Lot 1 for corner (unable to set);

North 00 degrees 10 minutes 51 seconds West, a distance of 57.74 feet to a set PK nail with shiner stamped "HALFF" for corner, said corner being the point of curvature of a tangent circular curve to the right, having a radius of 640.00 feet, chord that bears North 05 degrees 03 minutes 24 seconds East, a distance of 116.85 feet;

TURBEVILLE ROAD RIGHT-OF-WAY DEDICATION 0.9682 ACRES (42,175 SQUARE FEET) SITUATED IN THE S. LINTHICUM SURVEY, ABSTRACT NUMBER 1600 CITY OF HICKORY CREEK, DENTON COUNTY, TEXAS

Northerly, with said curve, through a central angle of 10 degrees 28 minutes 31 seconds, an arc distance of 117.01 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for corner, said corner being the point of curvature of a reverse circular curve to the left, having a radius of 560.00 feet, chord that bears North 05 degrees 03 minutes 24 seconds East, a distance of 102.24 feet;

Northerly, with said curve, through a central angle of 10 degrees 28 minutes 31 seconds, an arc distance of 102.38 feet to a set PK nail with shiner stamped "HALFF" for corner;

North 00 degrees 10 minutes 51 seconds East, a distance of 349.01 feet to a set "X" cut for corner:

South 89 degrees 20 minutes 46 seconds West, a distance of 543.39 feet to a 1/2-inch set iron rod with cap for corner;

South 89 degrees 48 minutes 26 seconds West, a distance of 93.81 feet to a 1/2-inch set iron rod with cap for corner on the west line of said Lot 10 and the east line of Lot 6 of said Hickory Park Estates;

THENCE North 00 degrees 10 minutes 51 seconds West, with said west line of Lot 10 and said east line of Lot 6, a distance of 40.00 feet to a set "X" cut for corner on the north line of said Lot 10 and the centerline of said Turbeville Road;

THENCE North 89 degrees 48 minutes 26 seconds East, with the north line of said Lot 10 and the centerline of said Turbeville, a distance of 93.64 feet to a set "X" cut for the southwest corner of The Mansions at Hickory Creek addition, an addition to the City of Hickory Creek, Denton County, Texas, as recorded in Document Number 2012-244, O.R.D.C.T.;

THENCE North 89 degrees 20 minutes 46 seconds East, with the north line of said Lot 10, the south line of said The Mansions at Hickory Creek addition, and the centerline of said Turbeville, a distance of 563.56 feet to the POINT OF BEGINNING AND CONTAINING 0.9682 acres (42,175 square feet) of land, more or less.

TURBEVILLE ROAD RIGHT-OF-WAY DEDICATION 0.9682 ACRES (42,175 SQUARE FEET) SITUATED IN THE S. LINTHICUM SURVEY, ABSTRACT NUMBER 1600 CITY OF HICKORY CREEK, DENTON COUNTY, TEXAS

Basis of Bearing is the North American Datum of 1983, Texas State Plane Coordinate System, North Central Zone (4202), as derived by GPS measurements. All distances are surface distances. Surface Adjustment Scale Factor: 1.000150630.

This metes and bounds description was prepared with an exhibit of even date.

This survey was prepared without the benefit of a title commitment. Easement may exists where none are shown.

Dec. 1/2017

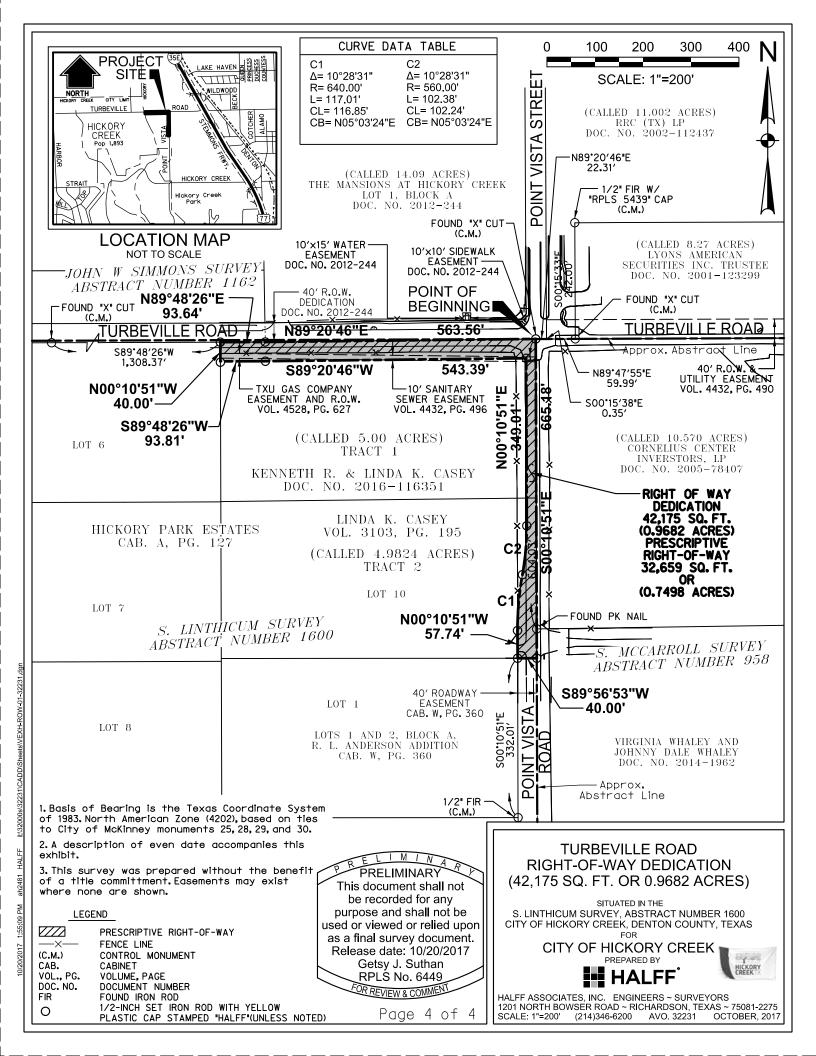
GETSY J. SUTHAN

REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS NO. 6449

TBPLS FIRM NO. 10029600

Exhibit B Site Drawing of Exhibit A





Town of Hickory Creek COUNCIL MEMORANDUM

Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.9

Discussion regarding the proposed extension of Point Vista Road from Ronald Reagan Avenue to Parkridge

Road.

No supporting documentation.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.10

Consider and act on road improvements and related infrastructure for Point Vista and Turbeville roads.

95% CONSTRUCTION PLANS

FOR

TURBEVILLE ROAD & POINT VISTA ROAD

DESIGN SPEED =35 M.P.H.

POSTED SPEED = 30 M.P.H.

RECONSTRUCTION

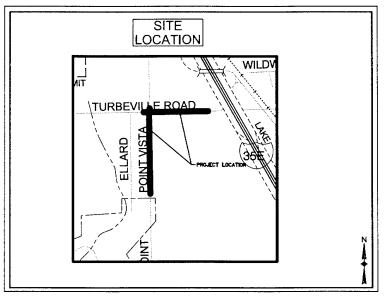
HICKORY CREEK, TEXAS SEPTEMBER 2017

CITY COUNCIL

LYNN CLARK
TRACEE ELROD
RICHARD DUPREE
CHRIS GORDON
PAUL KENNEY
IAN THEODORE
JOHN SMITH

MAYOR
COUNCILMEMBER PLACE 1
COUNCILMEMBER PLACE 2
COUNCILMEMBER PLACE 3
MAYOR PRO TEAM

COUNCILMEMBER PLACE 5
TOWN ADMINISTRATOR



PREPARED FOR TOWN OF HICKORY CREEK

1075 RONALD REAGAN AVENUE ~ HICKORY CREEK, TEXAS 75065



FRISCO, TX 75034
TEL (214) 618-4570
FAX (214) 618-4574
TBPE #F-312
PROJECT MANAGER: JAY W. REISSIG, P.E.



AVO 32231

SEPTEMBER 2017

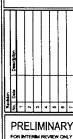
SHEET	SHEET NO.	DESCRIPTION		
1		COVER SHEET		
2	I-1	INDEX SHEET		
3	GN-1	GENERAL NOTES		
4	TS-1	TYPICAL SECTIONS		
5	HA-1	HORIZONTAL ALIGNMENT/SURVEY CONTROL	BEGIN TO STA 5+50	TURBEVILLE RD
6	HA-2	HORIZONTAL ALIGNMENT/SURVEY CONTROL	STA 5+50 TO END	TURBEVILLE RD
7	HA-3	HORIZONTAL ALIGNMENT/SURVEY CONTROL	BEGIN TO END	POINT VISTA ST
8	REMV-1	DEMOLITION PLAN	BEGIN TO STA 5+50	TURBEVILLE RD
9	REMV-2	DEMOLITION PLAN	STA 5+50 TO END	TURBEVILLE RD
10	REMV-3	DEMOLITION PLAN	BEGIN TO END	POINT VISTA ST
11	G-1	GRADING PLAN	BEGIN TO STA 5+50	TURBEVILLE RD
12	G-2	GRADING PLAN	STA 5+50 TO END	TURBEVILLE RO
13	G-3	GRADING PLAN	BEGIN TO END	POINT VISTA ST
14	P-1	PAVING PLAN	BEGIN TO END	TURBEVILLE RD
15	P-2	PAVING PLAN	BEGIN TO TO STA 5+00	TURBEVILLE RD
16	P-3	PAVING PLAN	STA 5+00 TO END	TURBEVILLE RD
17	P-4	PAVING PLAN	BEGIN TO TO STA 5+00	POINT VISTA ST
18	P-5	PAVING PLAN	STA 5+00 TO END	POINT VISTA ST
19	PD-1	PAVING DETAILS		PAVING DETAILS
20	PD-2	PAVING DETAILS		PAVING DETAILS
21	PD-3	PAVING DETAILS		PAVING DETAILS
22	PD-4	PAVING DETAILS		PAVING DETAILS
23	PD-5	PAVING DETAILS		PAVING DETAILS
24	PD-6	PAVING DETAILS		PAVING DETAILS
25	PD-7	PAVING DETAILS		PAVING DETAILS
26	PD-8	PAVING DETAILS		PAVING DETAILS
27	PD -9	PAVING DETAILS		PAVING DETAILS
28	PD-10	PAVING DETAILS		PAVING DETAILS
29	PD-11	PAVING DETAILS		PAVING DETAILS
30	PM-1	SIGN AND PAVEMENT MARKING PLAN	BEGIN TO STA 5+50	TUR8EVILLE RD
31	PM-2	SIGN AND PAVEMENT MARKING PLAN	STA 5+50 TO END	TURBEVILLE RD
32	PM-3	SIGN AND PAVEMENT MARKING PLAN	BEGIN TO END	POINT VISTA ST
33	STM-1	STORM PLAN AND PROFILE BEGIN TO END	BEGIN TO END	TURBEVILLE RD
34	SD-1	STORM DETAILS		STORM DETAILS
35	SD-2	STORM DETAILS		STORM DETAILS
36	SD-3	STORM DETAILS		STORM DETAILS
37	EC-1	EROSION CONTROL PLAN	BEGIN TO STA 5+50	TURBEVILLE RD
38	EC-2	EROSION CONTROL PLAN	STA 5+50 TO END	TURBEVILLE RD
39	EC-3	EROSION CONTROL PLAN	BEGIN TO END	POINT VISTA ST
40	ECD-1	EROSION CONTROL DETAILS		EROSION CONTROL DETAILS
41	ECD-2	EROSION CONTROL DETAILS		EROSION CONTROL DETAILS

TURBEVILLE ROAD & POINT VISTA ROAD RECONSTRUCTION HICKORY CREEK, TEXAS

PHALFF

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Total desire P.E.
Partie D.E.

Project No.: 32231
Issued: 9/22/2017
Drawn By: T.Y
Checkad By; JWR
Scale: AS NOTED

INDEX SHEET

I-1

GENERAL CONSTRUCTION NOTES

- All work shall conform to the requirements of the Town of Hickory Creek and shall be in accordance with the Town of Hickory Creek standard details and specifications for construction. All work not covered in the Confront for the Conformation of the Conformation shall be governed by the North Central Broad Coural of Covernment's Standard Specifications for Public Rank Construction, Latest Edition and TXDIT 2004 specifications for Construction and solutionage of Highways, aftered and bridges.
- 2. Existing utility locations shown are generally schematic in nature and may not accurately reflect the size and location of each particular utility. Existing utilities shown have been based on evaluable record drawings and surfaces when the properties of the size of t
- Basic horizontal and wertool control points will be setablished or designated by Hatff Associates, Inc. These points shall be used as a datum for the work. All additional survey work shall be performed by a competent surveyor establed by the contractor. As part of the work, the Town will provide inspection of the proposed construction.
- 4. The Contractor shall protect existing property monumentation and primary control key such points which the Contractor believes withe destroyed shall have offest points established by the Contractor prior to construction. My monumentation destroyed by the Contractor enable resetablished of Contractor's expense by a registerial professional analysis.
- 5. If shallbe the responsibility of the Controotor to AJ Prevent ony damage to private property and proceety owner's poles, fences, shrubs, etc. BJ Protect of underground utilities. CJ Northy districtly comparise at least 46 hours prior to excovation in accordance with Texas Law ILI Phild verify incritantial writing accordance on the working of construction activities prior to start construction. The Controctor shall northy Digitals of any undestrible objection on the selection utilities and construction plans.
- Any designed that may exist between the selecting between an constitution parameters.

 Any designed that may occur to rediproperty or selecting sprovesients, including existing private and public including existing private and public including existing private and public including existing - The Contractor shallocate and record existing irrigation system prior to construction. Contractor shall separarily remove and cap irrigation system on necessary for construction and shall residue the portions saudient systems. Contractor shall coordinate any irrigation work with Town and Property Owner's representatives.
- Contractor shall according to the protection of existing franchise unlittles and appurhenances including existing unlittly poles in the vibrity of construction operations whether unlittle or allowed on the Contract Documents or not. Any other process of the Contract of the Contract of the Contract of the Contract of the Contractor.
- The Contractor shall maintain drainage at all times during construction. Parase of water in streets, drives, tranches, etc. valuate to allowed. THE CONTRACTOR SHALL MANTAIN EXISTRIC DRIVENAY ACCESS AT ALL TIMES.
- The Contractor shall maintain existing contrary sever and water service at all times during construction.
- 1b. The Contractor is responsible for coordination with utility comparise and adjustment of existing sonitary sever adminise, slean outs, where its view valves, fire hydrants and other utility appurtaneous to finished grade as required or no additional oast to the Town of Netonry Creek.
- required or no additional cost to the Town of Hokary Creek.

 12. The Contractor shall excovarie and field loods the horizontational vertical location of extering voter lines and sonitory sever lines of alproposed storm droin line crossing locations utilizing provided project control. In addition, the horizontation vertical location and size of extering storm droin lines enable that the control of the control of the control of the control of the proposed storm droin laprovements. The Control of the proposed of the droin of the proposed storm droin laprovements. The Control of the proposed of the droin of the proposed storm droin laprovements. The Control of the droin of the droin of the droin of the proposed storm droin laprovements. The control of the droin of the dr
- 13. Arose of the sith that villuralise if shallbe sociated to a depth of 6 inches and the standard Proctor. The soleture combent shall be shall
- I.e. Pedestrion and vehicular fronties (few, sofety and occess shallbe solintined documents). The pedestrion and vehicular fronties of the pedestrion of the control of the pedestrion of the control of the pedestrion of the control of the pedestrion of the pedestri
- construction area during the duration of construction activities.

 It he Contractor shalloties by displacible federal strike, and localizes governing second from the first activity. The Contractor shall provide defaults plant and specificate loss governing excovotion and thrends activity. These plants and specificated loss governing excovotion and thrends activity. These plants shall be seeded by an Engineer registered in the State of Texas aspectanced in the seeded by an Engineer registered in the State of Texas aspectanced in the seeded by an Engineer registered in the State of Texas aspectanced in the seeded by an Engineer registered in the State of Texas aspectanced in the seeded by a Contractor and thrends activity. The Contractor and state of the State of

- IS. The Contractor shall remove from the project area discribus material. This work shall be hallowed from the contract to be provided by them. Surplus softer last from the property disposed of an eithe acceptable to the Town of Mokory Creek. If within the Town British It the location is not within the Town British the contractor shall provide a letter strating so, he accessed within the foundation of the contractor of the contract of the contractor of the c
- 17. Bidders shall make any investigation of existing aubsurface conditions as deem necessary of no expense to the Town of Biddary Ensels, heither the Town of Biddary Creek nor the Engineer will be responsible in any way for additional compensation for excevation work performed under this contract due to the Contractor's assumptions.
- 18. The Contractor will furnish to the Town of Mokory Creek the name of an OSMA certified competent person to be on the project at all times.
- centified competent person to be on the project of diffuse.

 13. Where three, plants, shrubbery, etc., or a adjacent to the line of work and are not to be removed or removed and replaced, the Contractor shall protect such trees, plants, entubbery, etc., and likely an extensive state of the contractor, and contractor of the con
- Contractor shall coordinate with the Poetwaster and occupants along the proposed improvements to set up post office boxes and stop molidelivery during construction (os required).
- 21. Before beginning construction, the Contractor shall prepare a construction sequence schedule. The schedule shall be such that there is a minimum of interference with troffic along or adjacent to project.
- 22. Construction may not begin earlier than 7x00 am nor continued after 10x00 pm, Construction on Saturday may not begin before 8x00 am and work on Sunday is prolibithed without epecialpermission.
- 23, Work may not be book filled or covered until inspected by the Town's inspector.
- 24. The Contractor shall be bod or tower or covered utilities provide of an independent setting bordrory to perform on after material tests, inspections, and approvide put the service of an independent setting bordrory to perform on after material tests, inspections, and approvide put the set of the set
- Teat's performed analos pad for by the contractor as a deduction reas.

 S. Contractor is responsible to prepare and maintain the Shorm Briter Polition Prevention Plan in accordance with the Texas Commission of Environmental Contractor in the Property of - Finished alopes on public rights-of-way and easements shall not be steeper than Jul, unless otherwise specified.
- 27. The Contractor shallprovide traffic control for review and refer to pione for auggested traffic control and construction phasing.
- 28. The Contractor shall remove, solvage and replace all street and traffic control signs which say be demogrably operatruation of the project, if signs ore shown to be removed and relocated, if shall be the responsibility of the contractor to protect the signs between removal and rehardstrion.
- Contractor shall coordinate with Franchise utility companies to remove or relocate as required, at the Franchise utility owners' expense when applicable.
- 30. The Contractor shall supply water for construction.

UTILITY CONTACTS

Gos Company

ATMOS ENERGY Ron Hoyes 214-206-2813 (Office) 5420 LBJ Freeway, Suite 1822 Dalas, Texas 75240

Cable Company CHARTER COMMUNICATIONS Hr. Gred Platt 817-298-3625 15100 Trinity Blvd. Fort Worth, TX 76155

ENERGY TRANSFER Celeate Waterwall (7/3) 989-2831 Phonel 1300 Moin, St. HOUSTON, TX 77002

Century Link Jim Tankeraley (940) 321-1920 (Phone) 450 Moin Street LAKE DALLAS, TX 75065

Electric Company TXU Electric Delivery 1-800-711-9112 engli constructionservicesstru.com

GRANDE COMMUNICATIONS (877) 238-689(Phone) 501 N. Shady Shore Road LAKE DALLAS, TX 75065

ONCOR ELECTRIC DISTRIBUTION Robert Martinez (888) 313-6862 (Phone) 115 W 7th Street FT WORTH, TX 76102

Phone Companies

VERIZON LOTTY Guay enals intry douoyever izorucom 972-318-0264 (Phone) 972-318-5299 (East) 2034 Mayed Later Laviaves, TX 15017

Water/Sever

LAKE CITIES MEMCRAL LITTLITY AUTHORITY LASE CITES MURRIPAL DIE Just's Kright (940) 497-2999 (Phone) (940) 497-2926 (Fox) SDI N. Shody Shore Road LASE DALLAS, TX 75065

TURBEVILLE ROAD & POINT VISTA ROAD RECONSTRUCTION HICKORY CREEK, TEXAS య

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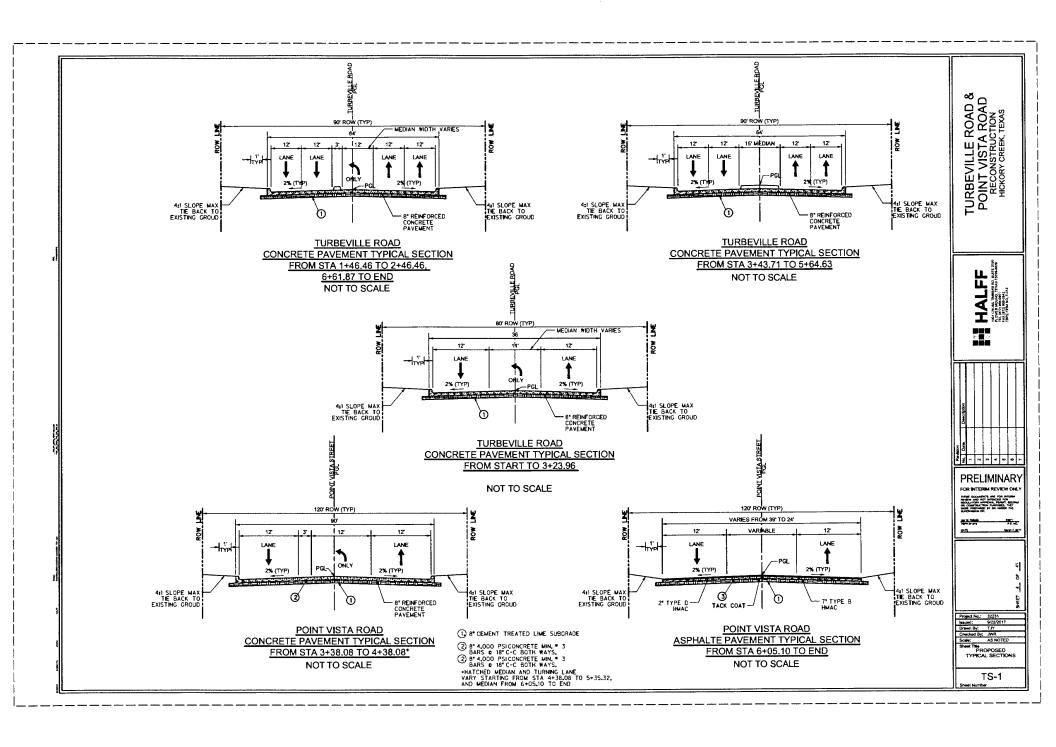
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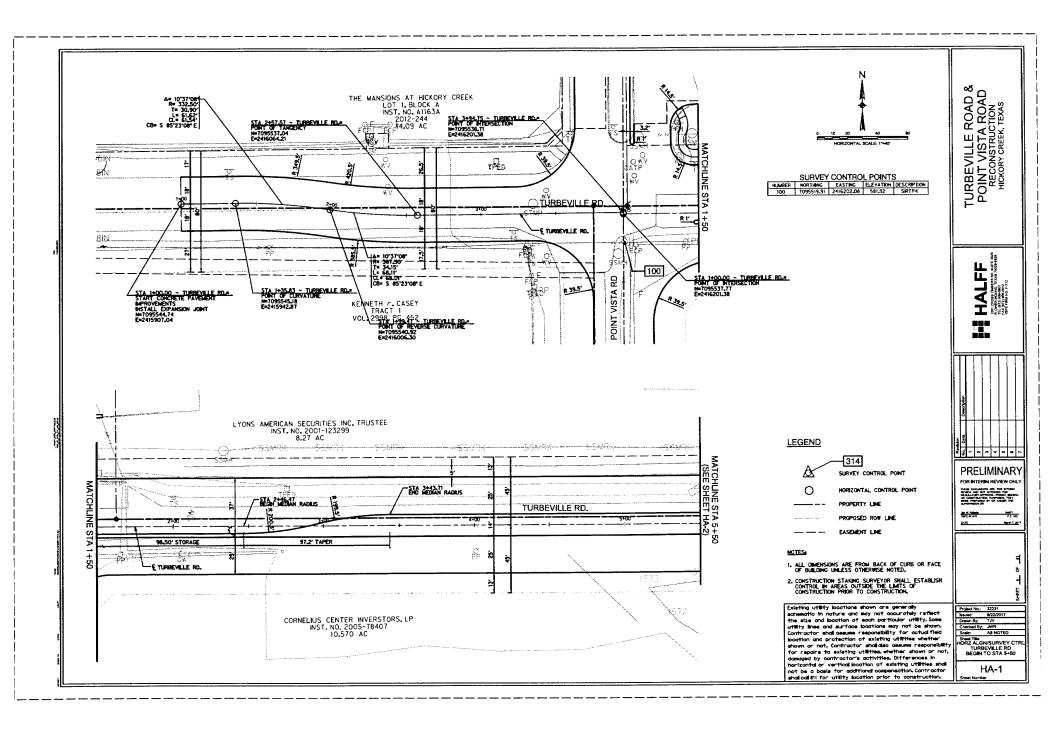
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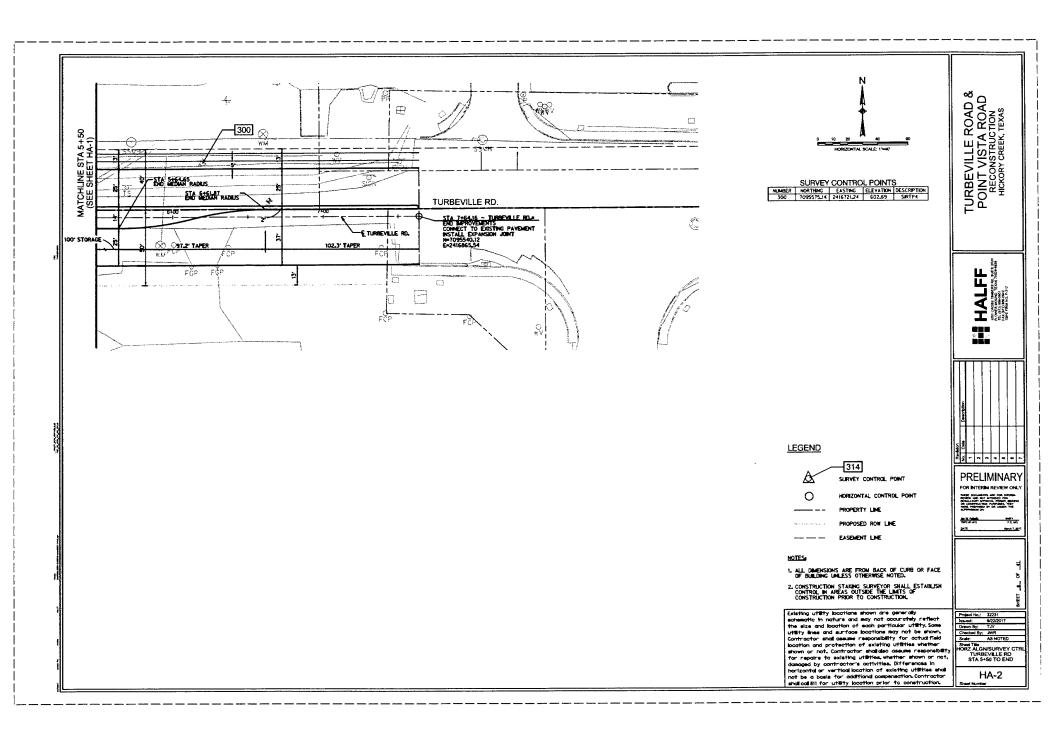
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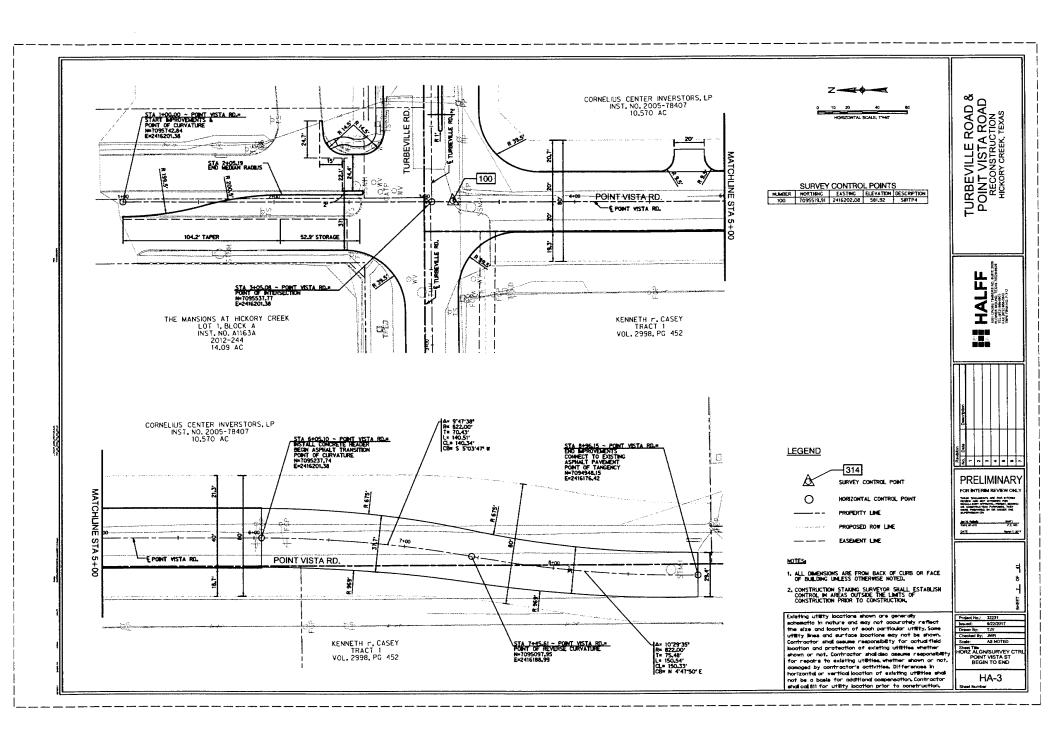
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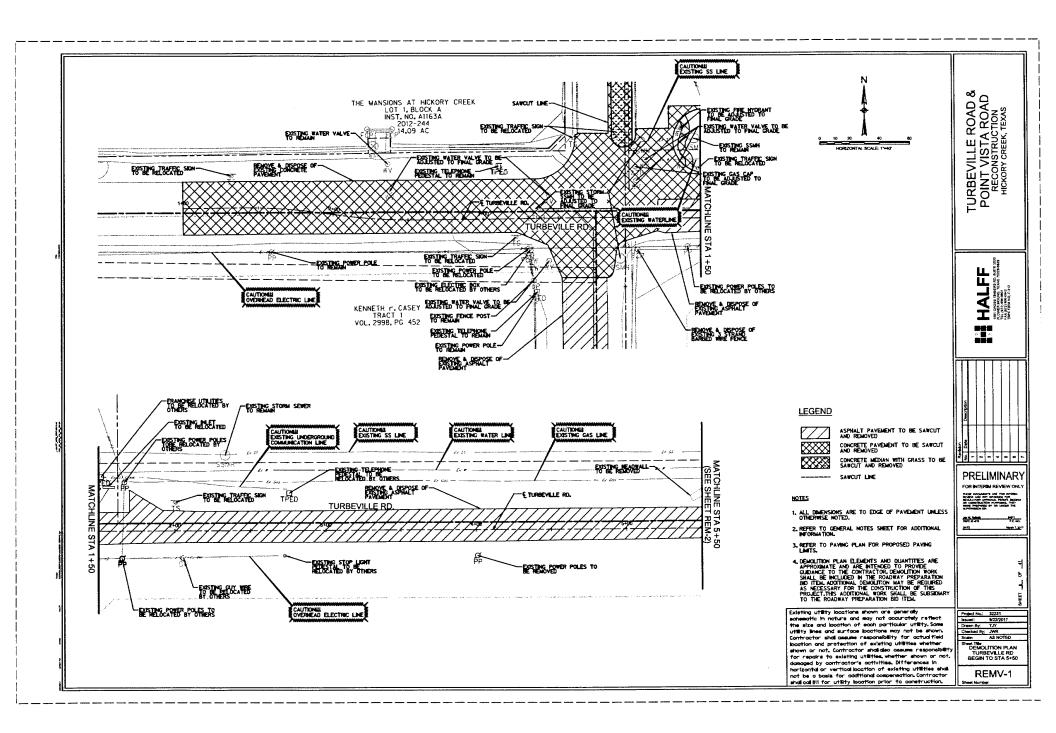
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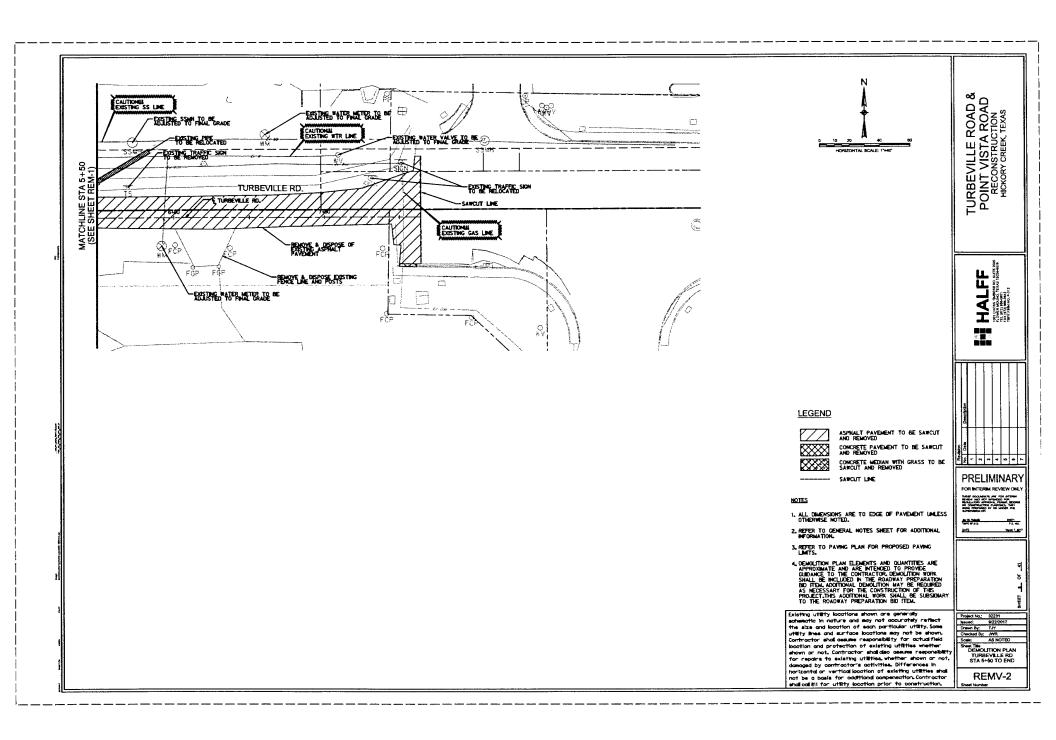


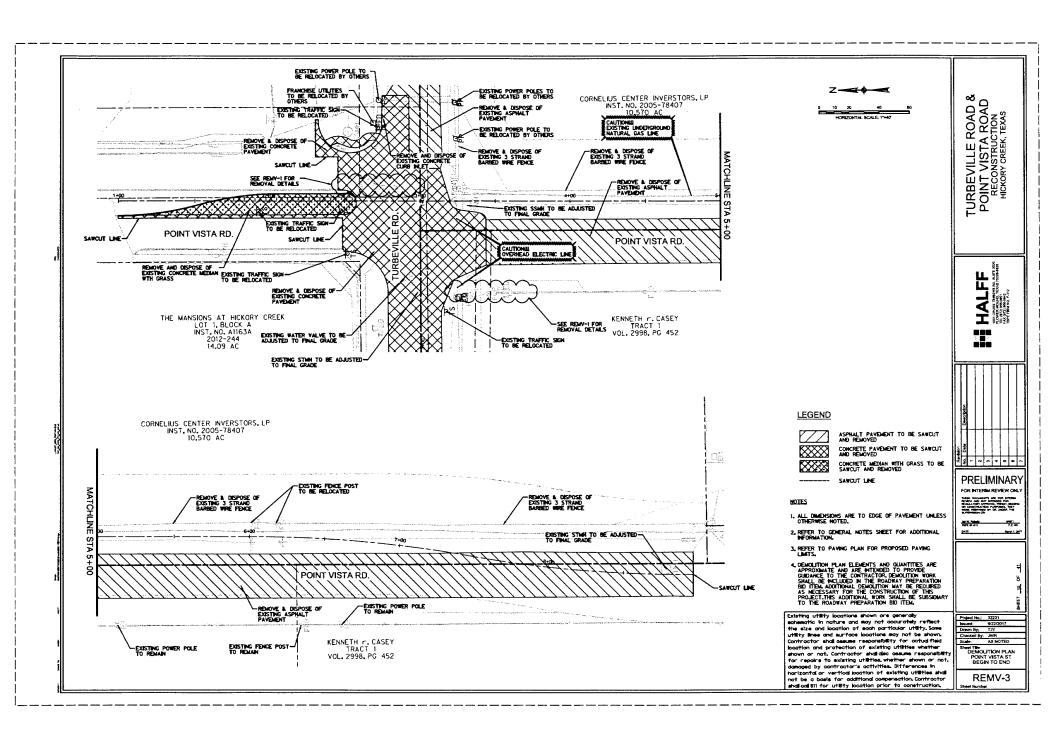


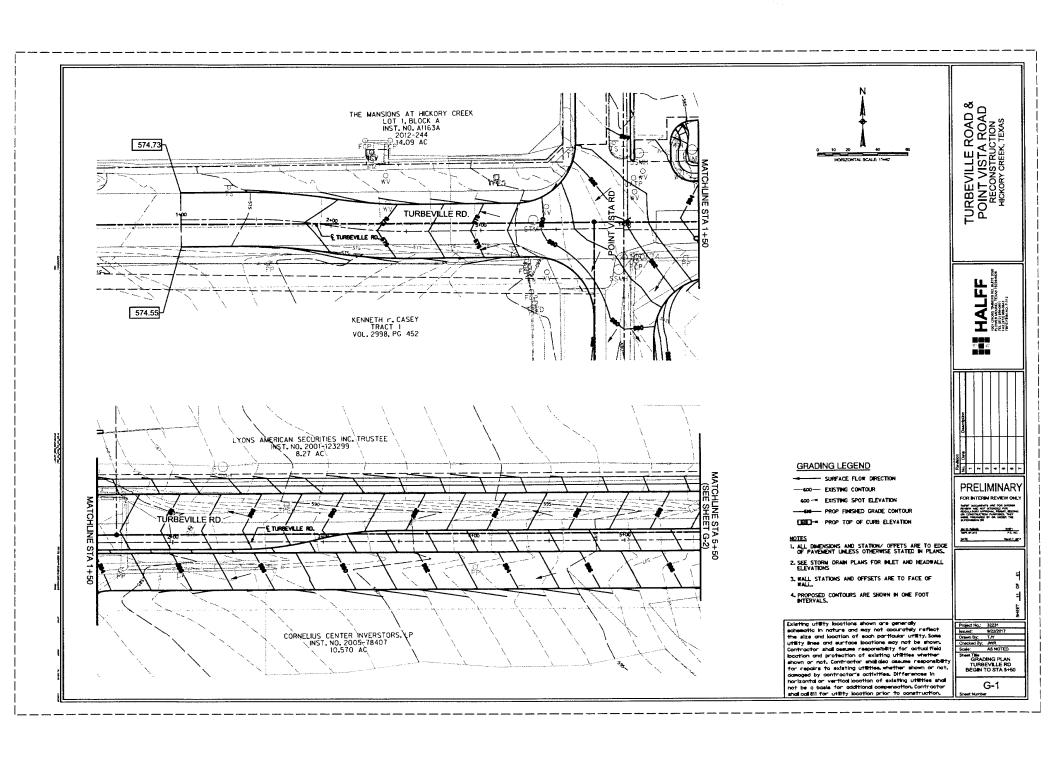


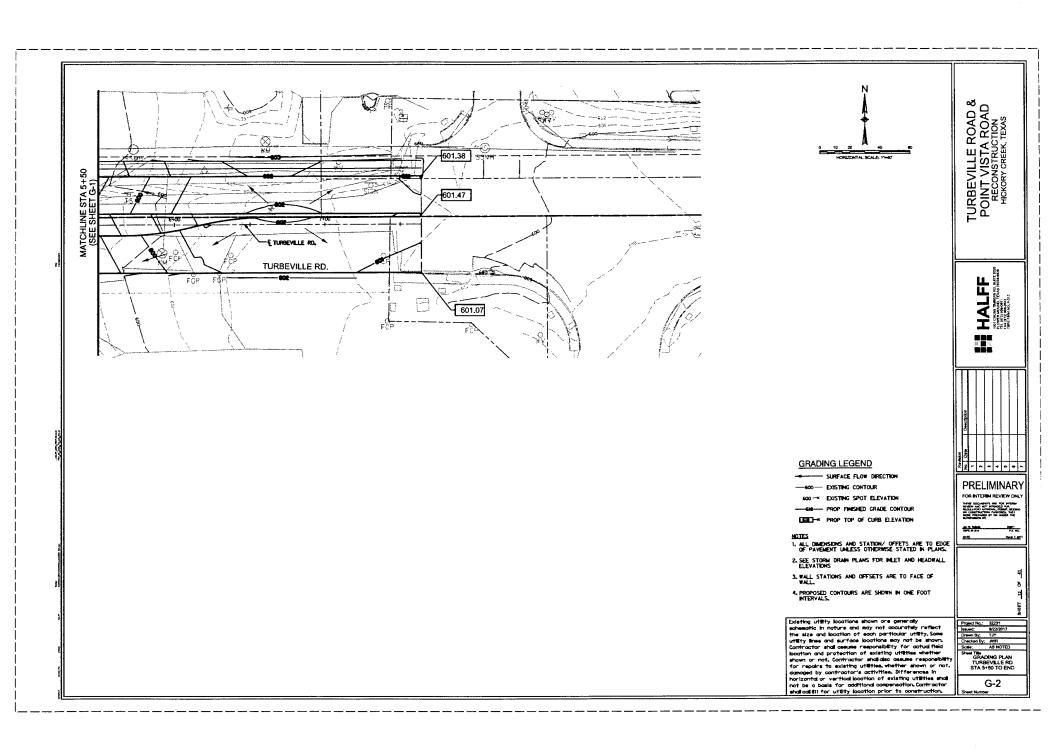


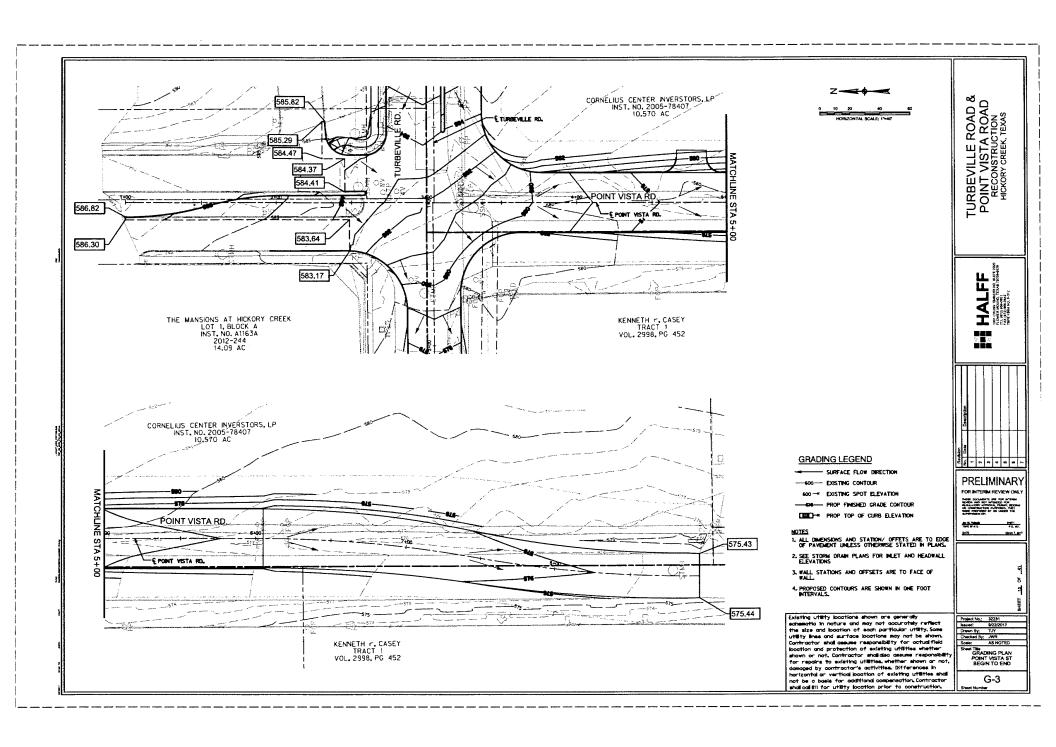


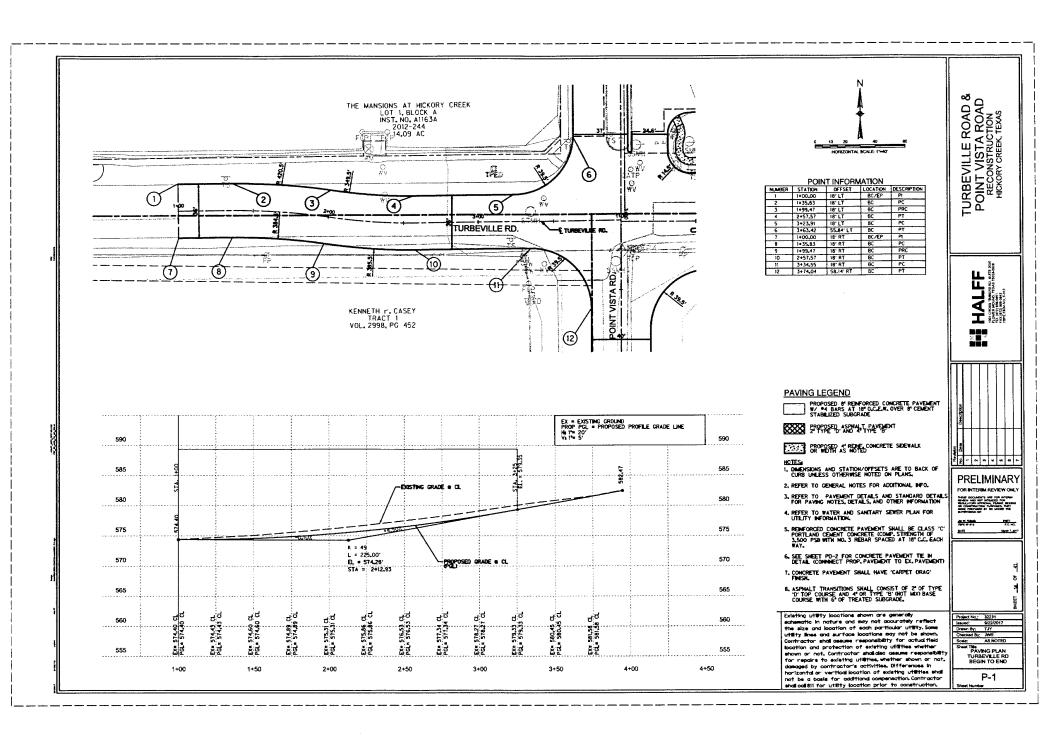


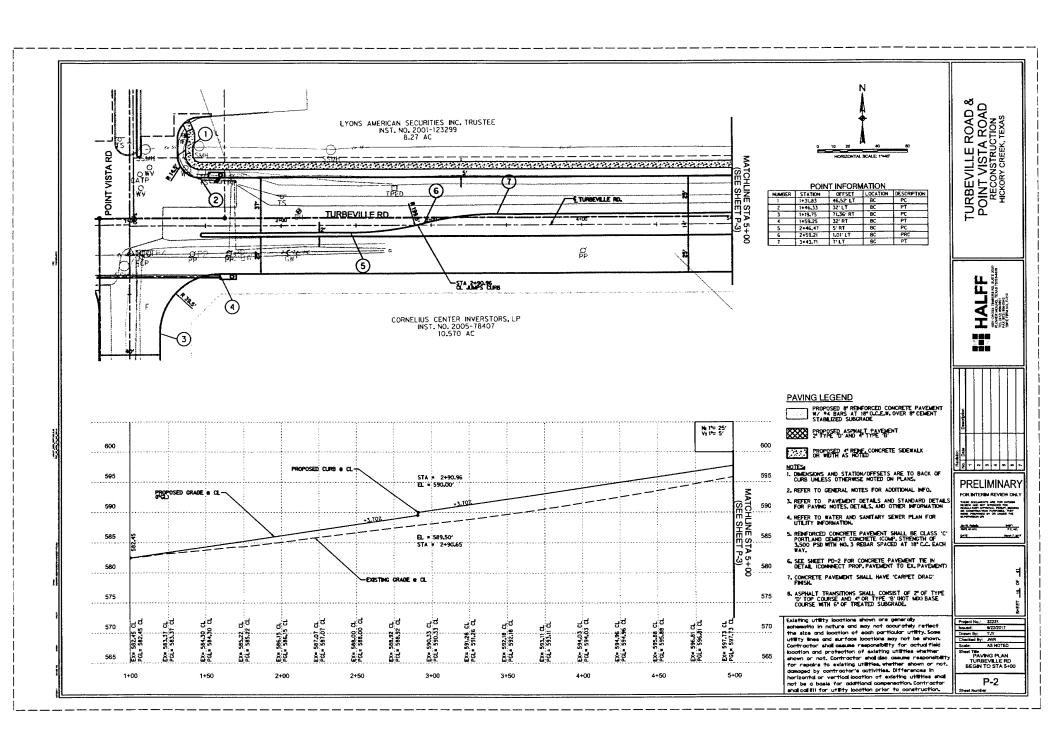


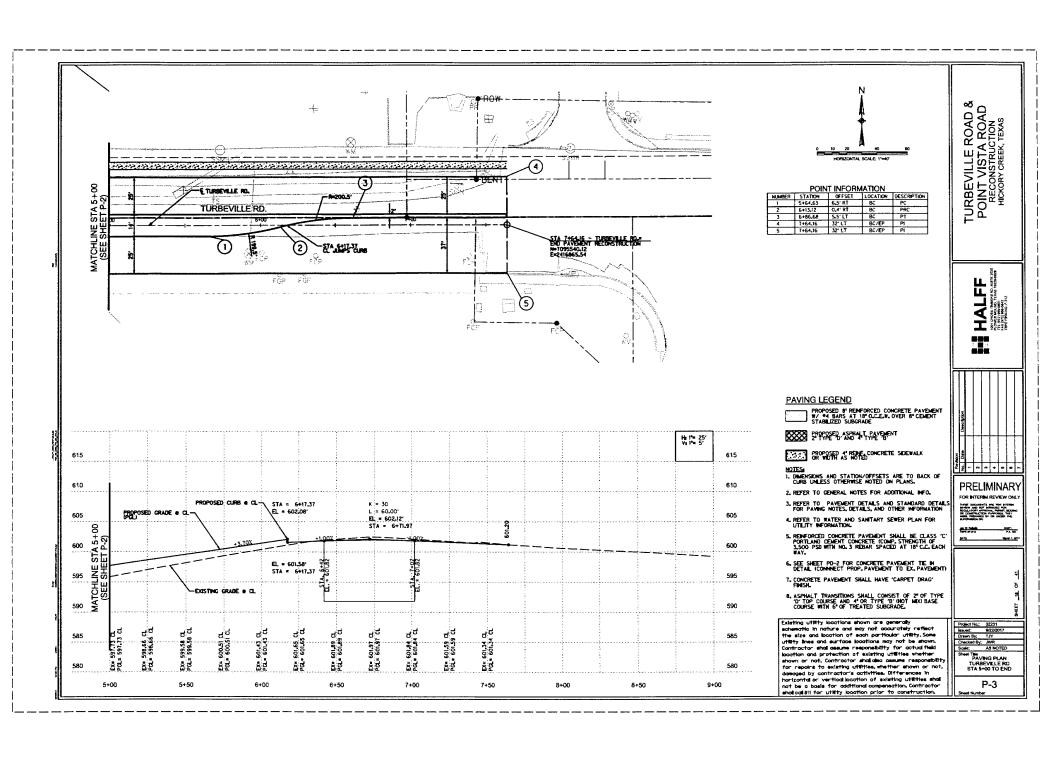


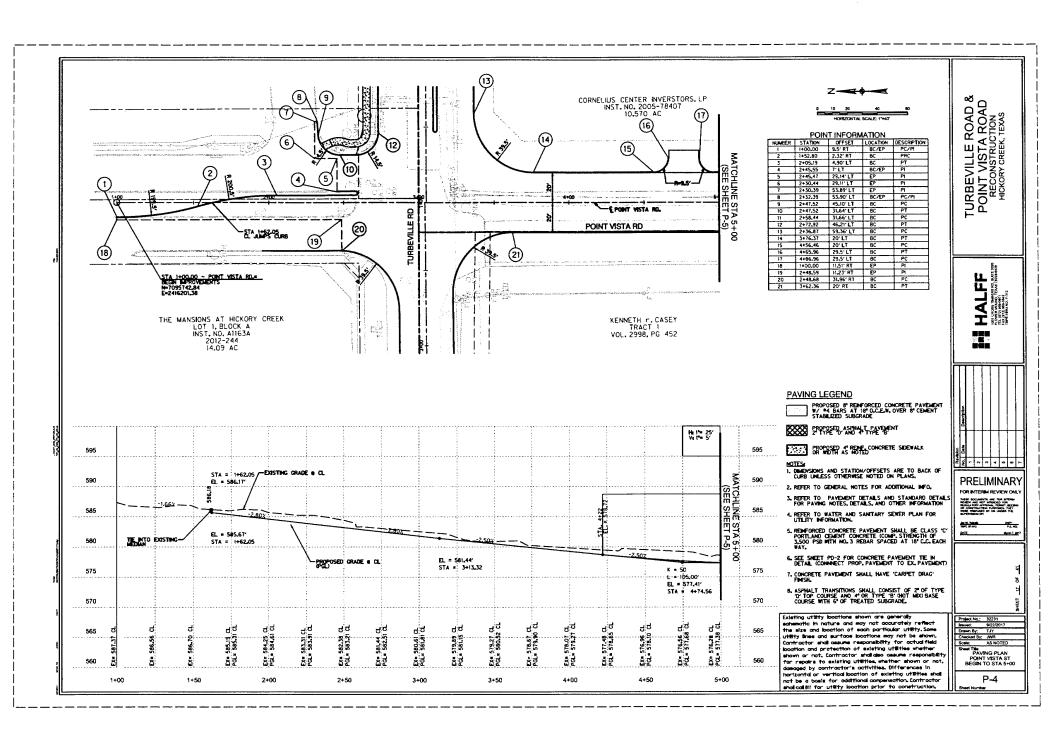


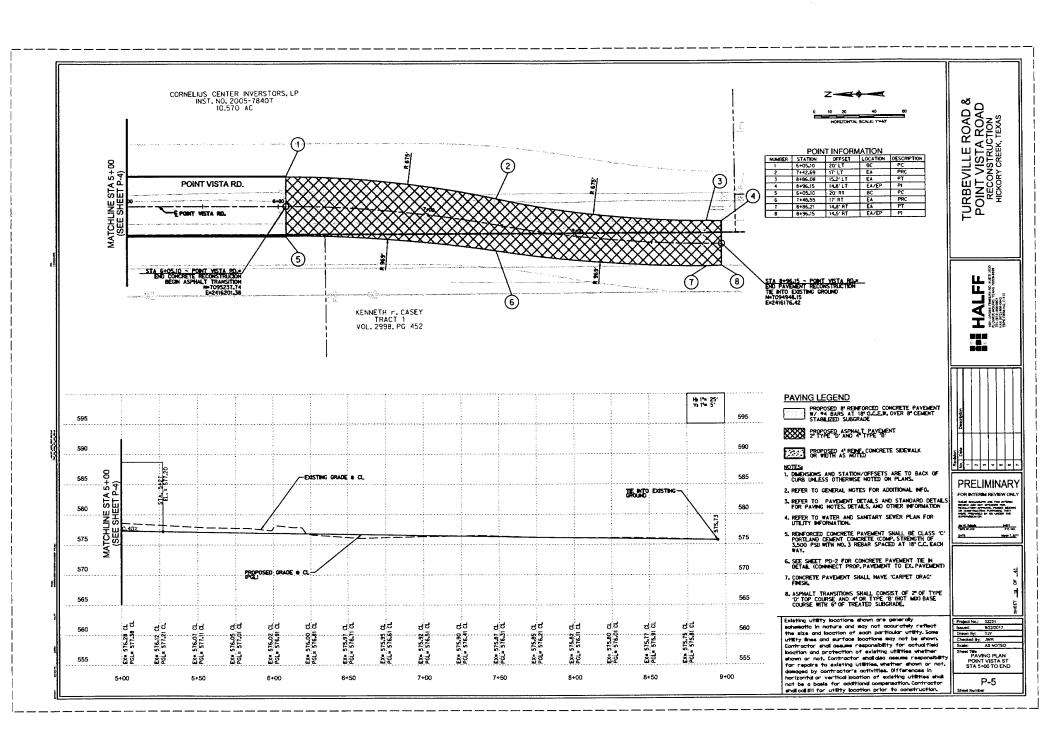












- All construction shell be in occardance with the standard specifications and details of the Town of Michary Greek and the Fact Edition of the Standard Specifications for Public Works Construction North Central Texas' herein referred to as "COC", Copies may be obtained from the North Central Texas Council of Governments, 616 Six Flogs Drive, Suite 200, Arlington, Texas 15005-588.
- 2. Subgrade preparation shall be in accordance with COG item 301.
- Lime Stabilized subgrade shall be installed in accordance with COG Item 301.2. Lime shall be placed using the slurry method, to be mixed on-site and not trucked in. Refer to COG Item 301.2.1.1.
- The Contractor shall install supporting chairs for reinforcing steel on a one per square yard specing in all concrete powements. The chairs are to be plastic and installed as per COG them 303.2.11.
- 5, 20% (by weight) of the cement content may be replaced with Type C fly ash. Refer to COG Item 303.2.4.
- 6. Concrete for all poving and curbs within Town of Hickory Creek shall have a minimum strength of 4,000 psi of 28 days for machine paved and 4,500 psi at 28 days for hand poured. The Town shall approve the concrete mix design in writing prior to use.
- 7. Slump requirements for slip form poving shall be on overage of three inches with a maximum of four inches; for hand formed paving it shall be an average of four inches with a maximum of file inches; and for sldewalk a other it shall be specified by the owner. Refer to COC Item 303.3.4.4.
- B, Curbs for concrete payement shall be paured monolithically. Refer to COG Hem 303,5,9,
- The Contractor shall use a liquid membrane-forming compound as per COS Item 303.2.13.1.1.
- 10.Construction joints shall be used in all back-outs for driveways and inlets.
- 11. Transverse joints shall be saved on 15 foot centers for all pavement thicknesses. The concrete saw must be stationed on the job-site prior to pacing the pavements. All joints shall be saved within an eighteen (18) hour period from the time of the pour.
- 12. Construction and longitudinal joints shall be placed in accordance with details. Saw joints to be 1/4 inch for each inch of povement thickness.
- 13.The Contractor shall submit a Jointing Plan, for review by the Tawn, prior
- 14.Parkway, roodwoy ditches and adjacent disturbed areas for paving of roodways in undeveloped areas shall be seeded with Bermuda gross. Parkway on and adjacent disturbed areas for paving of roodways in developed areas shall be block sadded with either Bermuda or St. Augustine to motch the adjacent private property. Medians shall be block sadded. All sadding and seeding will be placed an four inches of topsoil. The confrictor is responsible for maintenance, including moving and watering until vegetation is satablished at not less than 20 plants per square foot area, and until acceptate by the Town.
- IS. Unless stated otherwise in the Contract Documents, the Contractor is responsible for all testing. All final reports shall be turned in to the Tawn inspector within five (S) working days. Folled samples must be reported to the Town inspector immediately.
- a. The CONTRACTOR shall be responsible for notifying the Town inspector at least 24 hours prior to any required testing.
- Sall testing technicians shall provide written proof of having minimum of two (2) years of related field experience.
- c. The CONTRACTOR shall coordinate all testing activities with the Town inspector and shall focilitate required testing throughout the construction period. The inspector shall be present during all testing.
- d. The Town shall make final decision as to the validity of all testing
- e. The CONTRACTOR shall be responsible for ensuring that materials to be tested are in compliance with all plans and specifications prior to testing. All materials found not to be in compliance with the plans and specifications before and after testing shall be removed and replaced at the CONTRACTOR'S expense.
- f. All costs associated with the refesting of work that falls to meet the specifications required in the confroct documents shall be borne by the CONTRACTOR. For Town projects retesting cost shall be withheld from pay requests submitted by the CONTRACTOR, this cost will be bosed on the Town's cost with no additional mark-up. A letter of occeptance will not be issued until all restring deficiencies are addressed and all related cost pold.
- g. The Town inspector shall be notified of concrete placement 24 hours in advance for steel and form inspection.

h. Subgrade Testing

- U Subgrade Testing
 IS camples shall be taken for all classifications of solls on site. Testing for sulfate presence and lime series tests shall be conducted for all samples prior to any stobilization. If sulfate content is greater than 2,000 ppm (sortaper million), special recommendation shall be millioned to the sold per sol
- 21 Cradations for lime treated subgrade shall be taken at intervals not exceeding 300 feet along road and must pass 100% through a 1 3/4' sieve and 60% through a No. 4 sieve according to MCTC06 Item sieve and 301,2,3,5,1,
- 3) Gradations for Portland cement treated subgrade shall be taken at Intervals not exceeding 100 feet along road and must pass 100%, through a 1' sleve and 80% through a No. 4 sleve according to NCTCOC them 301.3.3.2.
- 4) Lime subgrade shall be tested in occordance with NCTCOG Hem 301.2.1.3. Tests will be performed by excavating deeper than lime treatment and administering a pnenophtholein indicator.
- 5) Densities shall be taken on subgrade in accordance with the Mastewater General Notes 15.1,3 Mechanical Tamping and in occordance with MCIOOS (1em 30.12.3,6 urless otherwise stated on the plans or in
- 6) All subgrade shall be visually "proof rolled" after it is trimmed and prior to placement of steel.
- 7) Densities shot be taken at least 72 hours before concrete placement (NCTCOC Item 303.5.1). If more than 72 hours elapse, densities must be retaken unless on approved emulsion sealant is used in accordance with NCTCOG Item 302.3.5.
- 8) Locations for densities, gradations, and depth checks shall be at the discretion of the inspector and shall be representative of the entire cross section of the subgrade.
- 9) Subgrade failures shall be defined by inspector or ENGINEER. Repair method will be discussed with inspector or ENGINEER and approved prior to beginning repair work.
- 10 Nultiple tests may be required across width of right-of-way.
- 10 For emulsion piocement over subgrade refer to NCTCOG item 302.3.5.2.
- I. Concrete Testing for Pavements, Curbs, Sidewalks and Driveways.
- Il A concrete mix design must be submitted and approved by the Town prior to any placement of concrete. A minimum of faur (4) test cylinders shall be obtained per one hundred cubic yord (100 cy) of concrete placed with a minimum of four cylinders per placement. I ests shall daso include slump, air contents and temperature of concrete mixture; each mix design of concrete placed each day shall display the tested. Concrete strength shall be tested at 7 days (2 cylinders) and 28 days (2 cylinders), additional cylinders and or tests may be requested at the Town inspector's discretion.
- 2) Concrete with a temperature of 85 degrees or higher will require a retarding agent admixture.
- 3) The maximum temperature of concrete at the time of placement shall not exceed 95 degrees. It shall be the CONTRACTOR and/or his supplier's responsibility to take steps to control the temperature of concrete. All concrete that exceeds the temperature limit of 95 degrees will be rejected.
- degrees will be rejected.

 If Forms shall not be remayed from payement, sidewalks, ramps, or retaining walls for 24 hours intrinum, and shall not be backfilled less than 72 hours after concrete placement. Powement shall nove a the discretion of the inspector or ENDREER only after review of compressive strength data. Temporary perpendicular crossings may be made after 12 hours by ramping soil over the new powement at a depth of not less than 18-inches and a width after for less than 10-feet, and the strength of the streng
- memod at surface preparation to ensure adhesion of grout.

 5) All street povement shall be cared to verify proper povement thickness and strength pilor to occeptance. Cores for strength and depth shall be 4-inches allometer and taken at intervols not exceeding 500 feet; cores for depth only shall be 2-inches diameter and shall be taken at intermediate intervals not exceeding 300-feet. Locations will be approved by the Town, Multiple cores may be required at each interval to represent entire crass section. At cores shall be taken at 28 days and results shall be correlated with the shall be taken at 28 days and results shall be correlated with the shall be shall be shall be shall be in full ponel increments.

- 1. Hot-Mix Asphalt Concrete Povement Testing
- 1) Specifications shall follow COC Item 302 and conform to the TxDOT Standard for Hot-Mix Asphaltic Concrete,
- 2) The asphaltic mixture shall be tested for oven burn off/gradation and stability.
- 3) A relative density of not less than 92% will be required after find compaction of the in-place powement section. The CONTRACTOR has been seen to be seen as the contract of the in-place powement section. The CONTRACTOR seen and be accepted as the bosts for acceptance with respect to density. The CONTRACTOR send be responsible for assuring that the compaction of the asphotic concrete in place will attain between 5% and 9% (five and nine percent) air volds. The CONTRACTOR's responsibility for the required compaction includes the selection resided compaction. rolling equipment one required compostion.
- 4) HMAC mix temperature range at time of placement shall be between 250 degrees and 325 degrees. The asphatic mixture shall not be blaced when the clin temperature is below 50 degrees but may be placed when the cir temperature is above 40 degrees and rising, the temperature being taken in the shade and away from artificial heat.
- Si in-place compaction control is required for all mixtures. Asphaltic concrete should be placed and compacted to contain not more than 9% (filey percent) or less than 5% (filey percent) or led unless otherwise indicated. The percent oir voids will be colibrated unless otherwise indicated. The percent oir voids will be colibrated unless otherwise indicated. The percent oir voids will be colibrated unless otherwise indicated unless than the colibrated unless than the property of the property of the contained that the contained unless than the contained unless that the contained unless than the contained unless than the contained unless than the contained unless than the contained unless that the contained unless than the contained unless than the contained unless than the contained unless that the contained unless that the contained unless than the contained unless that the contained unless
- 6) Prime coot will follow COG Items 302.7 and 302.9.6.1.
- ?) Tack coat will follow COG Specifications Item 302,9,6,2.
- 8) HMAC mix designs shot follow COG them 302,9.3 and the grading fables included in this section. These mixtures will be in occordance with TXOOT Test Method Tex-204-F, design of Bituminous Mixtures.

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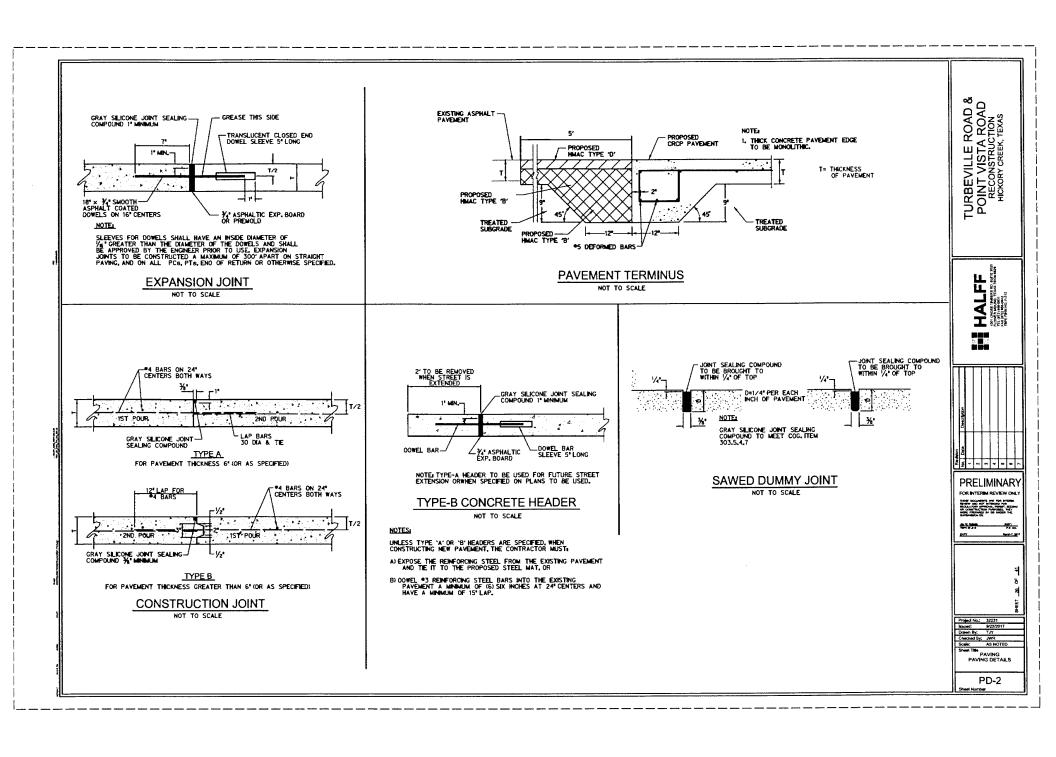
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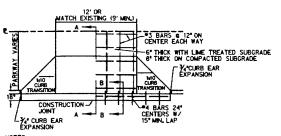
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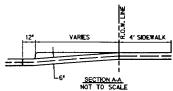


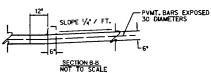
NOTES

1. DRIVEWAYS SHALL BE 12 FOOT MIDE OR SHALL MATCH EXISTING, 9° WIDE MINHAUM) NEW DRIVES WILL BE CONSTRUCTED TO PROPERTY LINE, IN REPLACING EXISTING DRIVES, THE EXISTING DRIVE MIL BE SAMED AND REMOVED AT A DISTANCE WHICH WILL ASSURE A SMOOTH GRADE, (TO BE SPECKFED BY THE ENGINEER) AND WILL BE REPLACED TO THAT POINT. GRADE NOT TO EXCEED 1/10 TO THE FOOT RISE

2.FOR DRIVEWAYS BEING INSTALLED TO EXISTING PAVEMENT, SAWCUT CURB AND DOWEL INTO EXISTING PAVEMENT. SEE DOWEL DETAIL ON THIS SHEET.

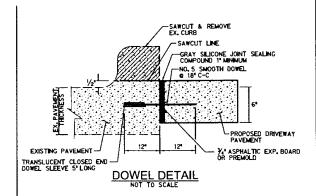
DRIVEWAY DETAIL

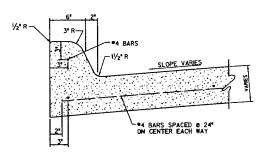




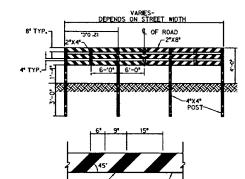
NOTE

CURB, GUTTER, PAVEMENT, AND VALLEY TO BE POURED MONOLITHIC, THE REINFORCED CONCRETE VALLEY SHALL REPLACE THE CONCRETE PAVING WITH THE SUBGRADE AND BASE TREATMENT REMAINING THE SAME IN ACCORDANCE WITH THE TYPICAL PAVING SECTION. THE CONCRETE VALLEY WILL BE CONSTRUCTED ACCORDING TO THE TOWN OF HICKORY CREEK PAVING STANDARDS.





6" MONOLITHIC CONCRETE CURB NOT TO SCALE



NOTES:

1, REFLECTIVE SHEETING FOR ALL TRAFFIC CONTROL DEVICES SHALL BE OF HIGH SPECIFIC INTENSITY (TYPE BIA OR BIB). ALL CHANNELIZATION DEVICES SHALL USE TYPE BIA REBOUNDABLE SHEETING.

2. ATTACH 2'X 8" BOARDS TO 4"X 4" POST WITH LAG BOLTS.

3. ATTACH 2"X 4" BRACES TO 2"X 8" BOARDS WITH 10d-NAILS.

4. BARRICADE TO BE FULL WIDTH OF STREET BACK OF CURB TO BACK OF CURB.

5. IF BARRICADE IS USED TO DENOTE END OF ROADWAY, DIAGONAL STRIPES USED SHALL BE RED AND WHETE.

END OF ROAD BARRICADE DETAIL

TURBEVILLE ROAD & POINT VISTA ROAD RECONSTRUCTION HICKORY CREEK, TEXAS

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102 CHART DAY 1220-1220-1231

103 CHART DAY 1232-1231

104 CHART DAY 1232-1332

105 CHART DAY 1232-1332

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SIDEWALK AND HANDICAP / CURB RAMP NOTES

CEMERAL REQUIREMENTS, REQUIREMENTS OF THE TEXAS ACCESSABILITY STANDARDS AND THE AMERICAN DESABLITIES ACT.

ALL SLOPES ARE MAXIMUM ALLOWABLE, THE LEAST POSSIBLE SLOPE THAT WILL DRAIN PROPOERLY SHOULD BE USED, ADJUST CURB RAMP LENTH OR GRADE OF APPROACH SIDEWALKS AS DIRECTED,

SDEWALK WIDTH
THE MEMALAN WIDTH OF ALL SIDEWALKS SHALL BE 4 FEET, ALONG FRONTAGE WITH RESIDENTIAL PROPERTIES
AND 5 FEET ALONG COMMERCIAL FRONTAGE, AND 10 BE CONSTRUCTED AS PER FIGURE 11 "SIDEWALK
LOCATION DETAIL" ON THIS SHEET & SHEET 2 OF 3,

A 5'XS' LANDING SHALL BE REQUIRED EVERY 200 FEET FOR SIDEWALKS LESS THAN 5' IN WIDTH. MINIMUM 6-FOOT SIDEWALK IS REQUIRED ADJACENT TO THE CURB, WITH THE APPROVAL OF THE TRAFFIC

CURB RAMP LOCATION: CURB RAMPS UNDER THESE PROVISIONS, SHALL BE IMPREVER AN ACCESSIBLE ROUTE CROSSES A CURB.

SLOPE: MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.

SLOPES ON CURB RAMPS SHALL BE AS FOLLOWS:

A. THE SLOPE SHALL BE MEASURED AS SHOWN IN FIGURE 3.

- TRANSITIONS FROM RAMPS TO WALKS, GUTTERS, OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.
- MAXIMUM SLOPES OF ADJOINING GUTTERS, ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP, OR ACCESSIBLE ROUTE SHALL NOT EXCEED 1:50
- THE LEAST POSSIBLE SLOPE SHALL BE USED FOR ANY RAMP, THE MAXIMUM SLOPE OF A RAMP IN MEW CONSTRUCTION SHALL BE 1912. THE WAXIMUM RISE FOR ANY RUN SHALL BE 30-INCRES, ANY RUN LONGER THAT 6' AT 11/2 WILL REQUIRE RALIDING, CUBB RAMPS AND RAMPS TO BE CONSTRUCTED ON EXISTING SITES OR IN EXISTING BUILDINGS OR FACILITIES MAY MAVE SLOPES AND RISES IF SPACE LIMITATIONS PROBBET THE USE OF A 1012 SLOPE OF HESS, AS FOLLOWS,

 1.) A SLOPE BETWEEN 1:10 AND 1:12 IS ALLOWED FOR A MAXIMUM RISE OF 6-INCRES.
 - A SLOPE BETWEEN 18 AND 1810 IS ALLOWED FOR A MAXIMUM OF 3-INCHES A SLOPE STEEPER THAN 188 IS NOT ALLOWED.
- E. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2X SLOPE IN ANY DIRECTION
- F. MANELYERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE MINIMUM OF 4'X4' WHOLLY CONTAINED WITHIN THE CROSSWALK AND WHOLLY OUTSIDE THE PARALLEL VEHICLEAR TRAVEL PATH.

RAMP WIDTH: THE HANDAUM WIDTH OF A CURB RAMP SHALL BE 36 INCHES EXCLUSIVE OF FLARED SIDES.

<u>SUPFACES</u> SUPFACES OF CURB RAMPS, ALONG ACCESSIBLE ROLITES AND IN ACCESSIBLE ROOMS AND SPACES INCLUDING FLOORS, WALKS, RAMPS, STARRS, AND CURB RAMPS, SHALL BE STABLE, FIRM , AND SLIP RESISTANT,

SIDES OF CLERR RAMPS.

F. A. CURB RAMP IS LOCATED WHERE PEDESTRIANS MUST WALK ACROSS THE RAMP, OR WHERE IT IS NOT PROTECTED BY HANDRALS OR GUARDRALS, IT SMALL MAYE FLARED SDES.

THE MAXIMUM SLOPE OF THE FLARE SHALL BE 1:10 (SEE FIGURE 4 (A)) CURB RAMPS WITH RETURNED CURBS MAY BE USED WHERE PEDESTRANS WOLLD NOT WALK ACROSS THE RAMP (SEE FIGURE 4 (B)) PROVIDE 178-HOLT OOLED 174-HOLT TO 374-HOLT OF WIDE GROOVES AT 2-HOCH CENTERS.

RUB T-I/P RAMPS;
BULLT-UP CURB RAMPS SHALL BE LOCATED SO THEY DO NO PROJECT INTO VEHICULAR TRAFFICE LANES,
PROVIDE 1/4-BICH TOOLED 1/4-BICH TO 3/4-BICH WIDE GROOVES AT 2-BICH CENTERS.

 $\begin{array}{l} \textbf{OBSTRUCTIONS} \\ \textbf{CURB RAMPS SHALL BE LOCATED OR PROTECTED TO PREVENT THEIR OBSTRUCTION BY PARKED VEHICLES.} \end{array}$

LOCATION AT MARKED CROSSINGS.

CURB RAMPS AT MARKED CROSSINGS SHALL BE WHOLLY CONTAINED WITHIN THE MARKINGS, EXCLUDING ANY FLARED SIDES (SEE FIGURE 2).

DIAGONAL CURB RAMPS

F DIAGONAL OR CORNER TYPE) CURB RAMPS HAVE RETURNED CURBS OR OTHER WELL DEFINED EDGES, SUCH EDGES SHALL BE PARALLEL TO THE DIRECTION OF PEDESTRAIN FLOW. THE BOTTOM OF THE DIAGONAL CURB RAMPS SHALL HAVE 48-INCHES MINMAINA IF DIAGONAL CURB RAMPS ARE PROVIDED AT MARKED CROSSINGS. THE 48-INCH CLEAR SPACE SHALL BE WITHIN THE MARKED CROSSING (SEE FIGURE 2 CL) AND (DI), IF DIAGONAL CURB RAMPS HAVE FLARED SIDES, THEY SHALL ALSO HAVE AT LEAST A 24-INCH LONG SEGMENT OF STRAIGHT CURB LOCATED ON EACH SIDE OF THE CURB RAMPS AND WITHIN THE MARKED CROSSING (SEE FIGURE 2 CL) ISLANDS.

24-INCH LONG SEGMENT OF STRAIGHT CURB LOCATED ON EACH SIDE OF THE CURB RAMPS AND WITHIN THE MARKED CROSSING (SEE FIGURE 2 CL) ISLANDS.

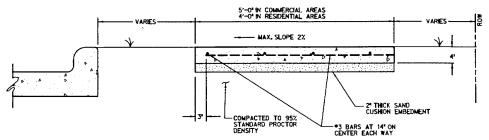
ANY RAISED ISLANDS IN CROSSINGS SHALL BE CLIT THROUGH LEVEL WITH THE STREET OR HAVE CURB RAMPS AT BOTH SIDES AND A LEVEL AREA AT LEAST 48-INCHES LONG BETWEEN THE CURB RAMPS IN THE PART OF THE ISLAND INTERSECTED BY THE CROSSINGS (SEE FIGURE 2 (A) AND (BI).

<u>JOINTING</u>
SEPARATE CURB RAMP AND LANDINGS FROM ADJACENT SIDEWALK AND ANY OTHER ELEMENTS WITH PREMOLD OR BOARD JOINT OF 3/4" UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

CONSTRUCTION

- THE CONTRACTOR SHALL SAWCUT, REMOVE AND DISPOSE OFF-SITE THE REQUIRED EXISTING CONCRETE SIDEWALK, AND CURB AND GUTTER, TO CONSTRUCT THE PROPOSED RAMPS,
- CONCRETE SIDEWALKS AND RAMPS SHALL BE INDIALM 4-NON THICK, 3,600 PSI, 5 SACK CONCRETE, REINFORCED WITH #3 BARS AT 14-NON CENTERS BOTHWAYS, PLACED OVER A 2-NON THICK SAND CUSHION EMBEDMENT.
- THE CONTRACTOR SHALL USE 1-INCH PREMOLDED EXPANSION JOINT MATERIAL BETWEEN THE PROPOSED SIDEWALKS AND RAMPS AT THE BACK OF CURBS, AND AT JOINTS AT NO EXTRA PAY.
- DUMMY JOINT REQUIRED EVERY 4-FEET IN 4-FOOT WIDE SIDEWALKS AND EVERY 5-FEET IN 6-FOOT WIDE SIDEWALK.

PAYMENT; CURB RAMPS AND LANDINGS SHALL BE CONSTRUCTED AND PAID FOR IN ACCORDANCE WITH NOTCOG ITEM 305.2.



(A)**OPTION 1** SIDEWALK LOCATION DETAIL

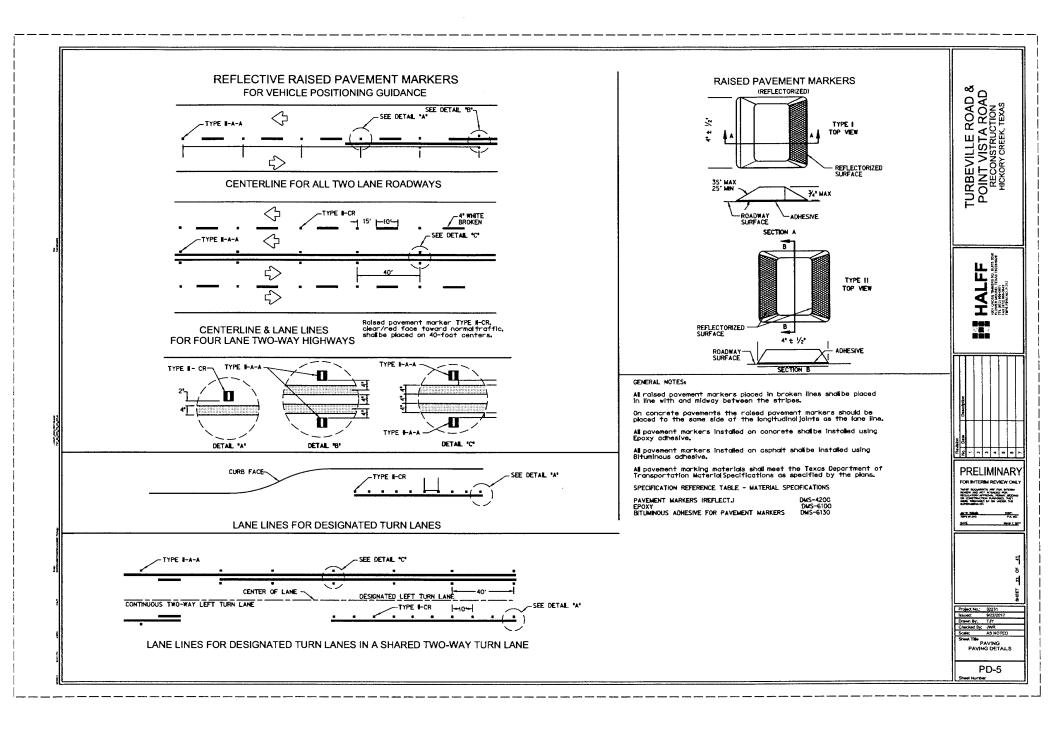
FIGURE 1

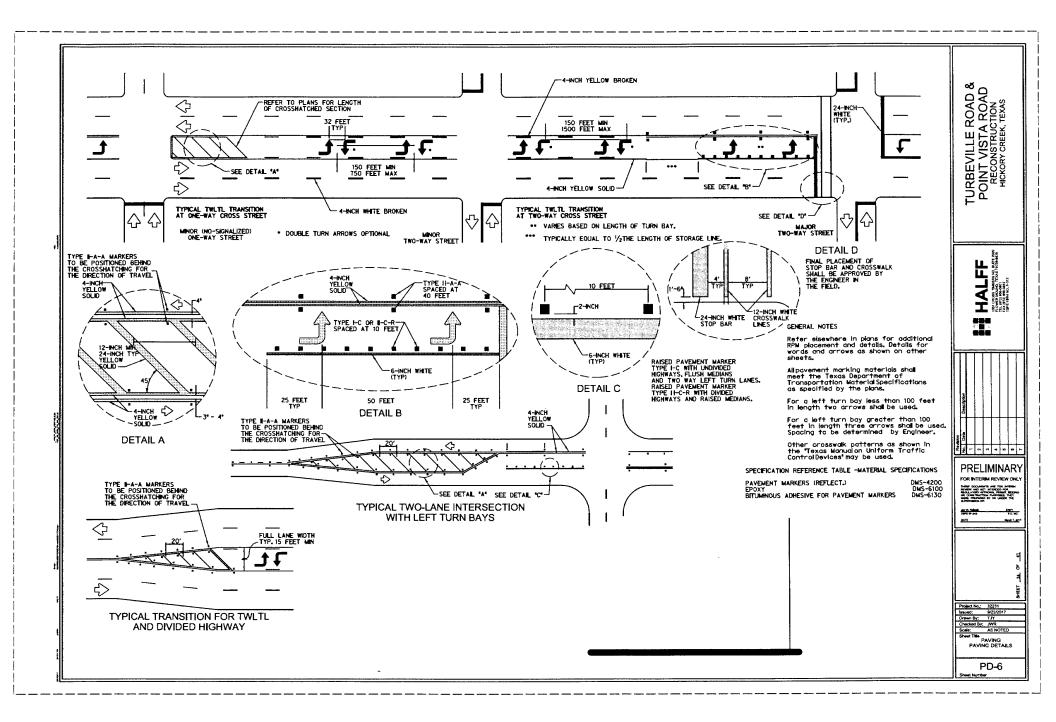
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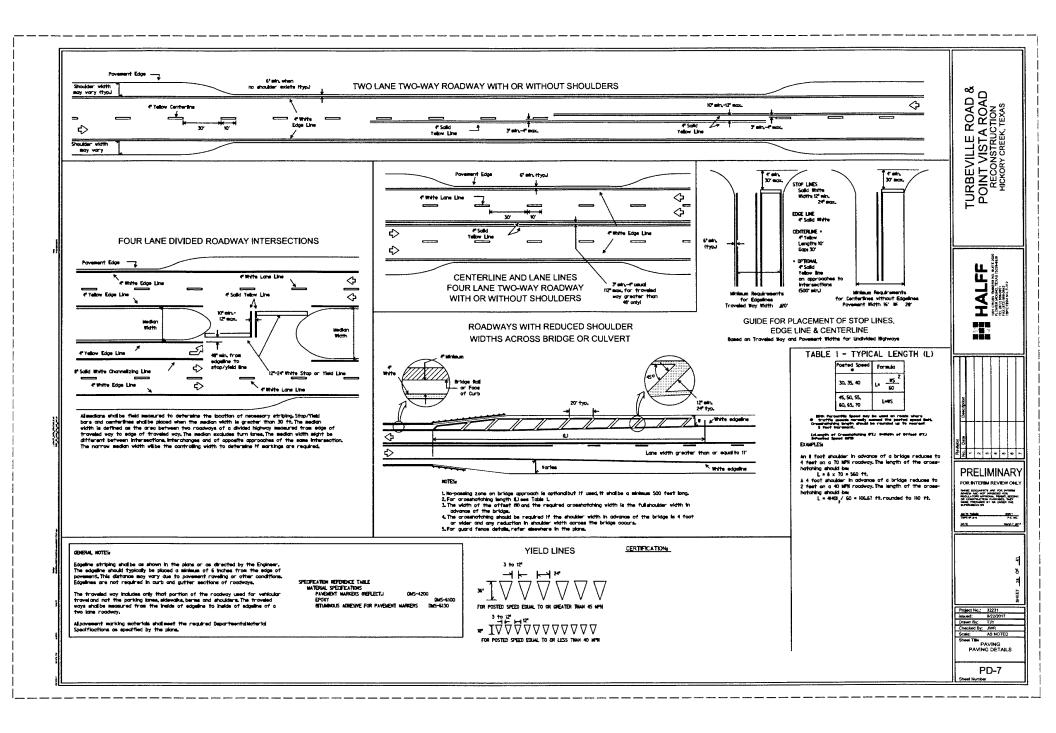
TURBEVILLE ROAD & POINT VISTA ROAD RECONSTRUCTION HICKORY CREEK, TEXAS

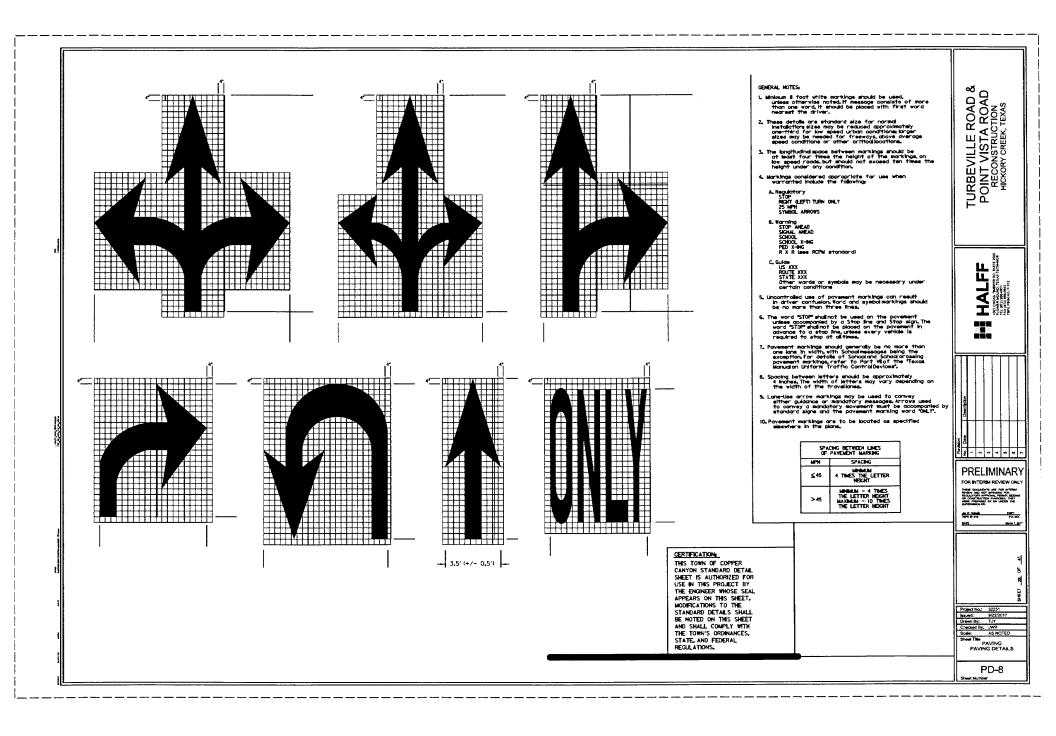
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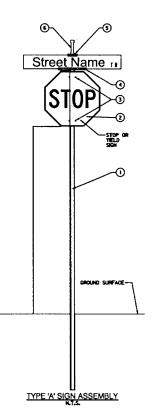
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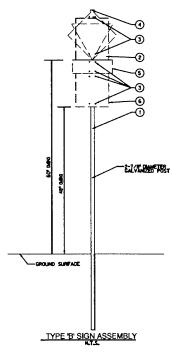


TRAFFIC CONTROL NOTES

1. ALL SICHAGE, BARRICADES, AND PAYEMENT MARKINGS SHALL BE IN ACCORDIANCE WITH THE LATEST REVISIONS OF THE TEXAS MANUAL ON LINFORM TRAFFIC CONTROL DEVICES AND THE STANDARD HIGHWAY SIGN DESIGN FOR TEXAS.

2. LOCATIONS SHOWN FOR SIGNAGE AND PAVEMENT MARKINGS ARE APPROXIMATE FINAL LOCATIONS MAY CHANGE DUE TO POST CONSTRUCTION CONDITIONS AND PRESENCE OF OTHER PHYSICAL FEATURES. FINAL LOCATION OF ALL TRAFFIC CONTROL DEVICES SHALL BE FIELD VERNIED WITH TOWN OF HECKORY CREEK PRIOR TO

- 3. ALL PAVEMENT MARKINGS OTHER THAN BUTTONS SHALL BE THERMOPLASTIC UNLESS OTHERWISE NOTED.
- ALL SIGNS SHALL BE DIAMOND GRADE INTENSITY AND THE SIZES SHALL BE STANDARD UNLESS OTHERWISE NOTED.
- 5. ALL TRAFFIC SIGNS, POSTS, AND MATERIALS SHALL BE INSTALLED PER DETAIL ON THIS SHEET.
- 6, FOR STOP SIGNS THAT WILL ACCEPT FUTURE STREET SIGNS, EXTEND POST ABOVE STOP SIGN SO THAT 2 HOLES ARE AVAILABLE FOR MOUNTING, (FOR ALL OTHERS, POST SHALL NOT EXTEND ABOVE SIGN.)
- 7. CHANCES TO TYPICAL SIGN POST LOCATION MADE AT ENGINEER'S DISCRETION.



-9' EXTRUDED STREET NAME BLADE SHALL BE USED AT ALL INTERSECTIONS.

BLADE RECUREMENTS: -BLADES SHALL BE ALUMINUM.

- -BLAUES SHALL OF ALLMANIAN.

 LETTERING ALIGNMENT:

 FOR MAJOR ROADS THE TOWN LOGO SHALL APPEAR AT THE LEFT EDGE.

 STREET NAME SHALL BE LEFT JUSTIFED & ALIGNED WITH TOWN LOGO
 BLOCK MANDERS SHALL BE LOCATED IN UPPER RIGHT MAD CORNER AND
 RIGHT JUSTIFED.

 ABBREVATED STREET DESIGNATIONS SHALL BE LOCATED IN THELOWER RIGHT
 HAND CORNER AND RIGHT JUSTIFED.

- FONT SHALL BE CLEAR VIEW 2W

- FOR EACH MORD, THE FIRST LETTER SHALL BE UPPERCASE, 6' TALL AND ALL FOLLOWING LETTERS SHALL BE LOWERCASE. LETTERS IN ABBREVIATED STREET DESIGNATIONS SHALL BE 3' TALL AND WITH THE FIRST LETTER UPPERCASE (Le. Ln. Pkwy, Ct, etc.) BLOCK NUMBERS SHALL BE 3' TALL

- BLOCA NUMBERS SHALL BE 3 MEDICATIVE COATING.
 SHEETING SHALL BE 3M REPLECTIVE COATING.
 BACKGROUND COLOR SHALL BE GREEN WITH WHITE LEGEND TEXT.
 ALL LETTERNG SHALL BE WHITE.
 EMBLEM SHALL BE ACQUIRED FROM TOWN OF HCKORY CREEK
 NO DUTLET PANEL BACKGROUND SHALL BE YELLOW WITH BLACK LEGEND TEXT.
 PRIVATE PANEL BACKGROUND SHALL BE WHITE WITH BLACK LEGEND TEXT.

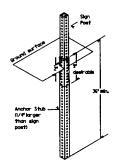






	STOP SIGN ASSEMBLY (W/ STREET NAME SIGN ON TOP)	1
	MATERIALS	OUANTITY
<u> </u>	10 FOOT 1120 INCHO - SIGN POST - 2-T/8" DIAMETER GALVANIZED POST	1
3	24° X 24° OR 30° X 30° STOP SIGN - 0.080° THICK ALLMANUM HIGH INTENSITY PRISMATIC	1
3	T-GAP	2
Ī	12º CROSS EXTRUDED BLADE HOLDER	1
3	12" CROSS EXTRUDED BLADE HOLDER	1
<u>6</u>	P'EXTRUDED BLADE STREET HAVE WARKER	1

	TRAFFIC SIGN ASSEMBLY	1
_	MATERIALS	QUANTIT
D	10 FOOT 1120 INCHO - SIGN POST - 2-7/8" DIAMETER GALVANIZED POST	1_1_
3	TOP TRAFFIC SIGN	1
3	TU-CLAP	ż
3	2-7/8" DIA, POST CAP II/ 12" EXTRUDED BLADE HOLDER	1
3	MEDILE TRAFFIC SIGN	1
ெ	BOTTOM TRAFFIC SIGN	1



DETAIL 'A' GROUND MOUNT SIGN SUPPORT FOR PERFORATED SQUARE METAL TUBING NT.S.

TURBEVILLE ROAD & POINT VISTA ROAD RECONSTRUCTION HICKORY CREEK, TEXAS ∞ಶ

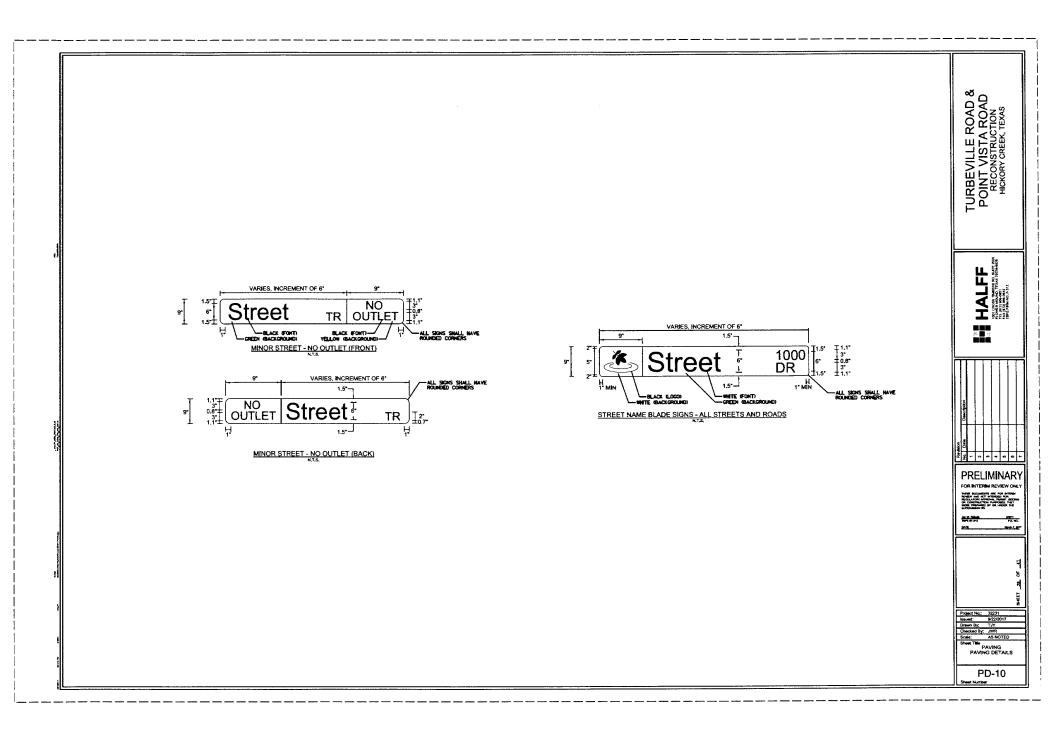
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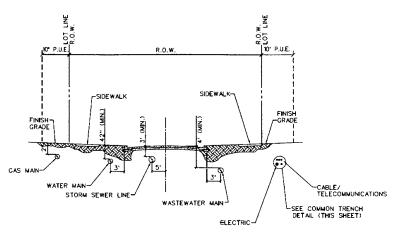
SON CHARLES FOR BALLEY

FOR CHARLES AND THE CHARLES FOR


PRELIMINARY

PAVING PAVING PAVING DETAILS





ROAD SECTION WITH UTILITY ASSIGNMENTS

EDCE OF SIDEWALK 4- MIN. 2" 2" MIN.

-FINISH GRADE

SIDEWALK-

COMMON TRENCH DETAIL

NOTE:

1. WATER LINE SHALL BE LOCATED ON NORTH
AND EAST SIDE OF STREET AND ON THE
OPPOSITE SIDE OF STREET FROM
WASTEWATER MAIN.

2. WHEN USING JOINT TRENCH FOR ELECTRIC AND COMMUNICATION, THE GAS MAIN WILL BE LOCATED ON THE OPPOSITE SIDE OF THE STREET FROM THE JOINT TRENCH.

3.UTILITIES CROSSING EXISTING ROADWAY SHALL BE BORED, NO OPEN CUT OF ROADWAY WILL BE ALLOWED. TURBEVILLE ROAD & POINT VISTA ROAD RECONSTRUCTION HICKORY CREEK, TEXAS

ACTION TO STATE TO ST

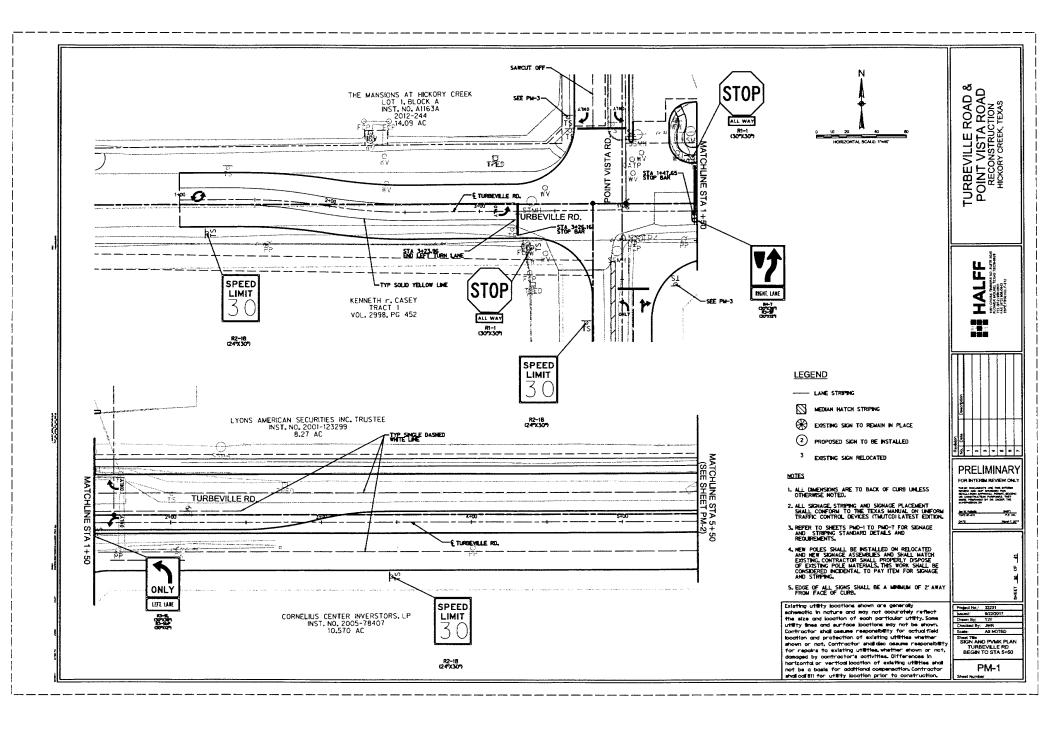


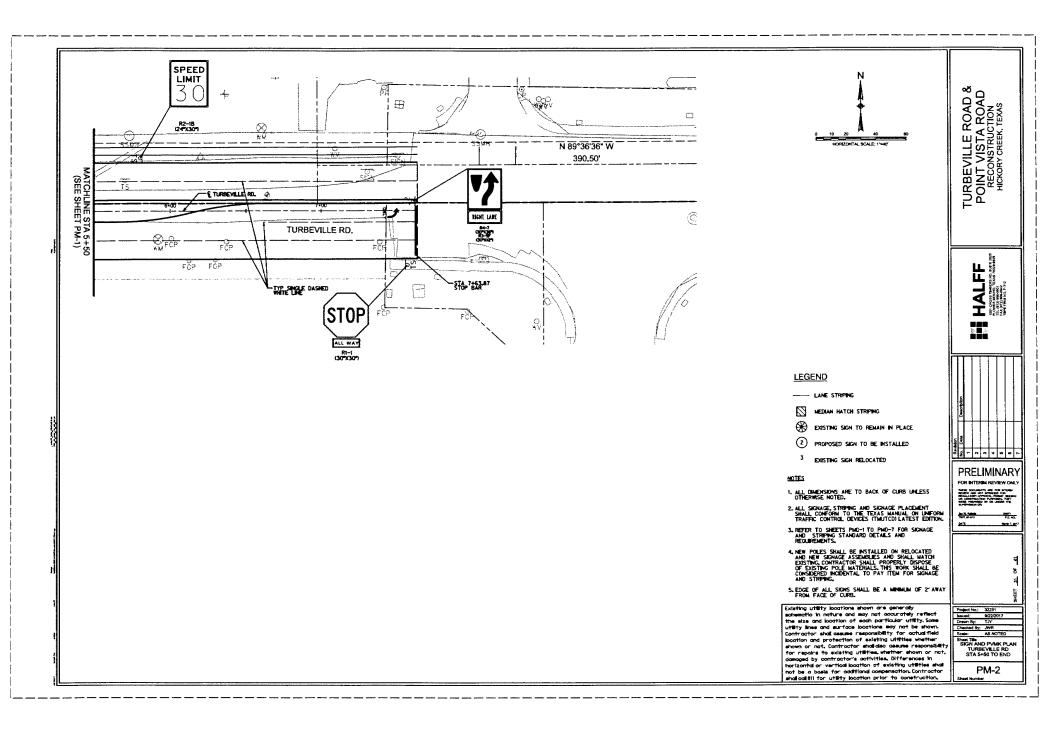
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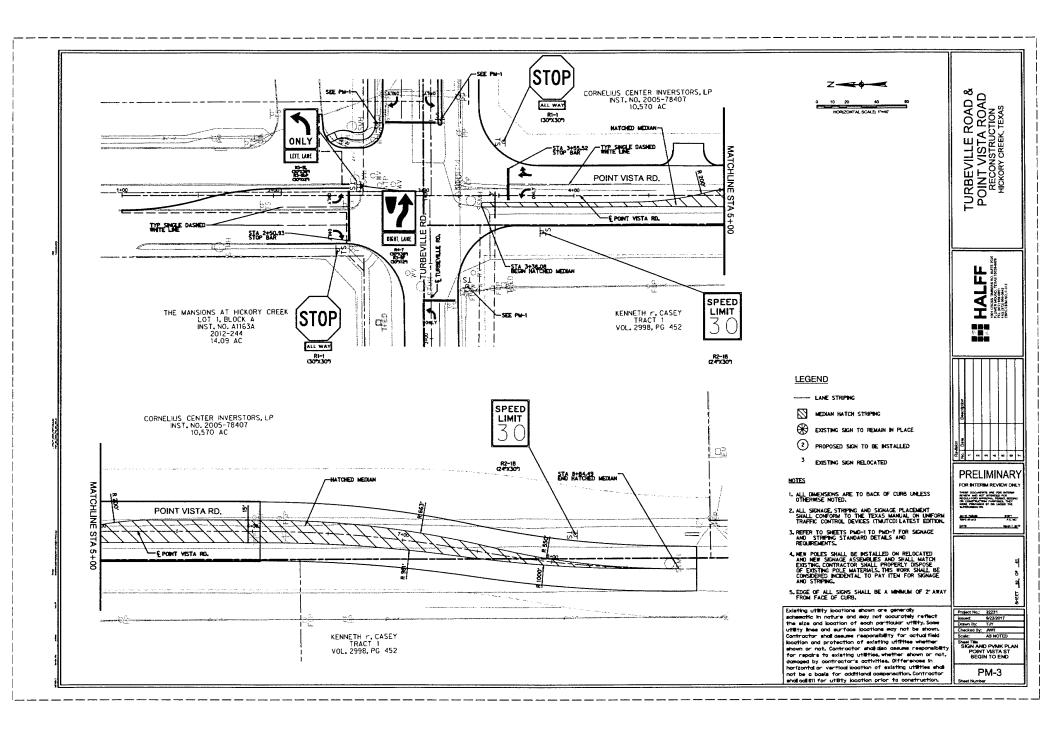
Surfament On Str. F. February Tort Str. 413 Smile

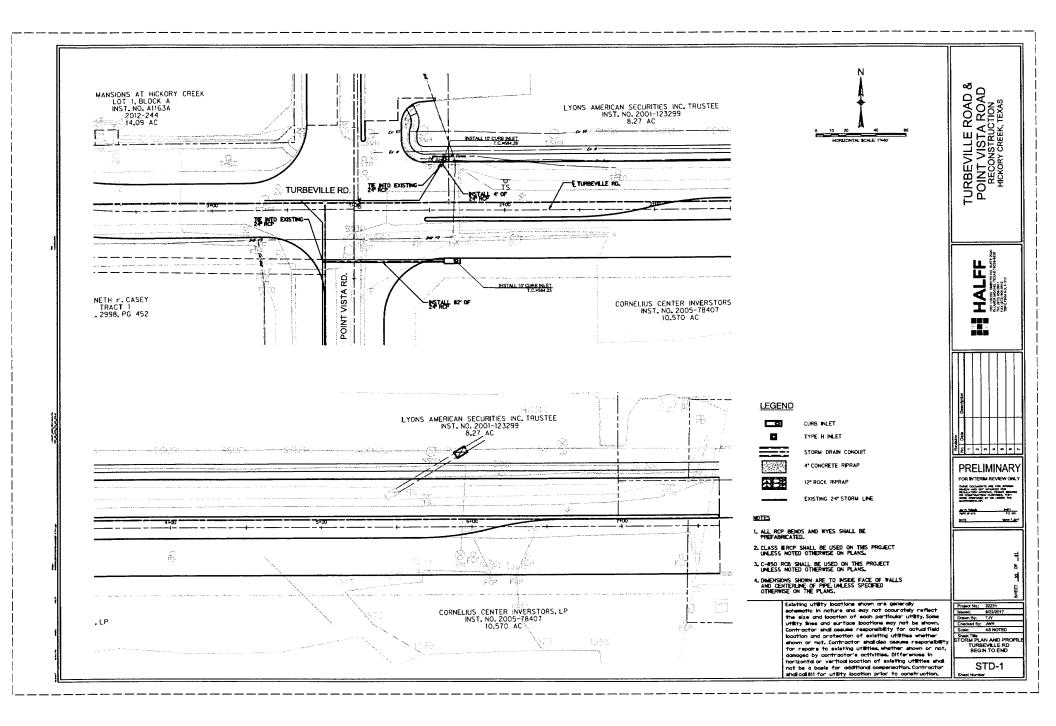
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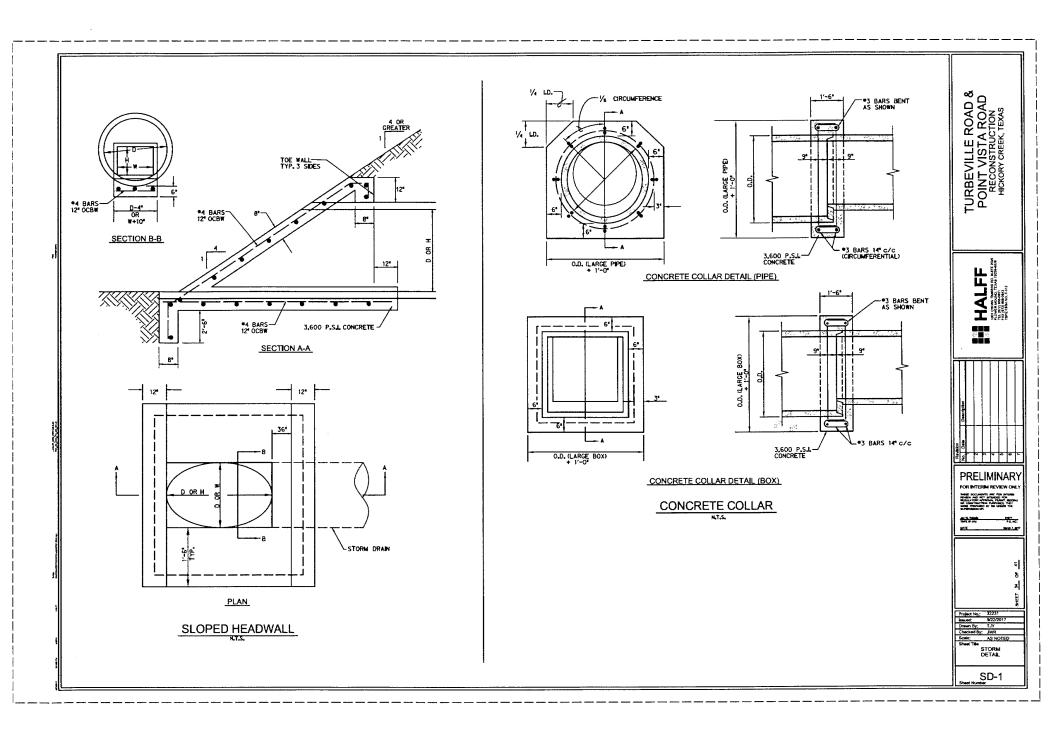
Project No. 32231
Issued: 9/22/2017
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Checked By: JWR
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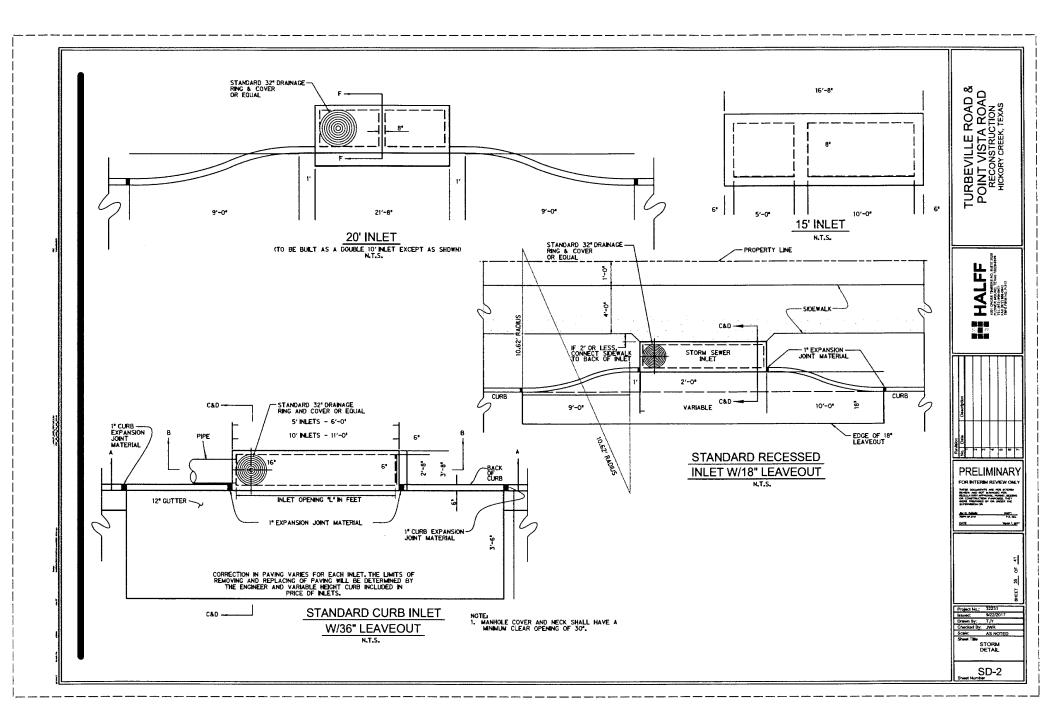


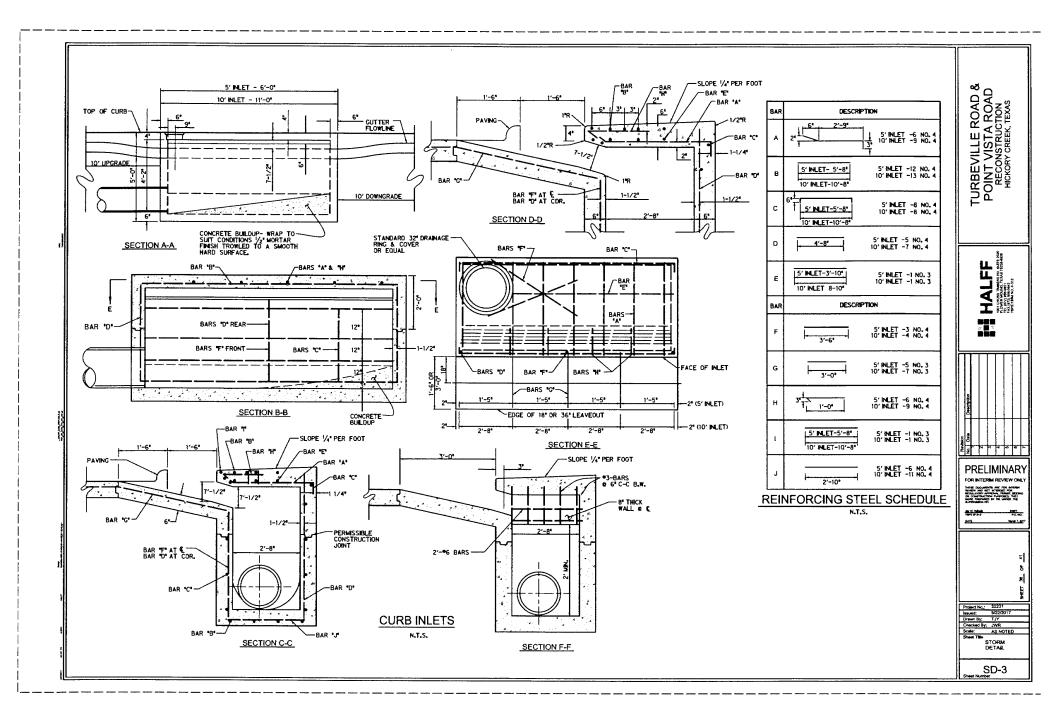


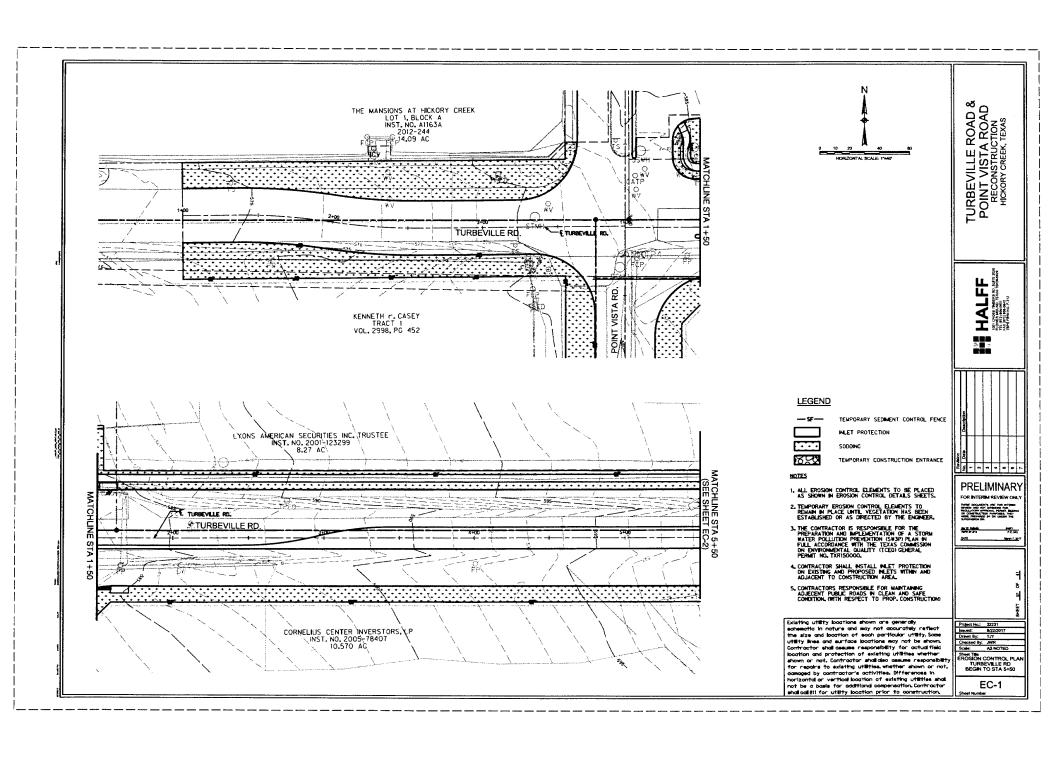


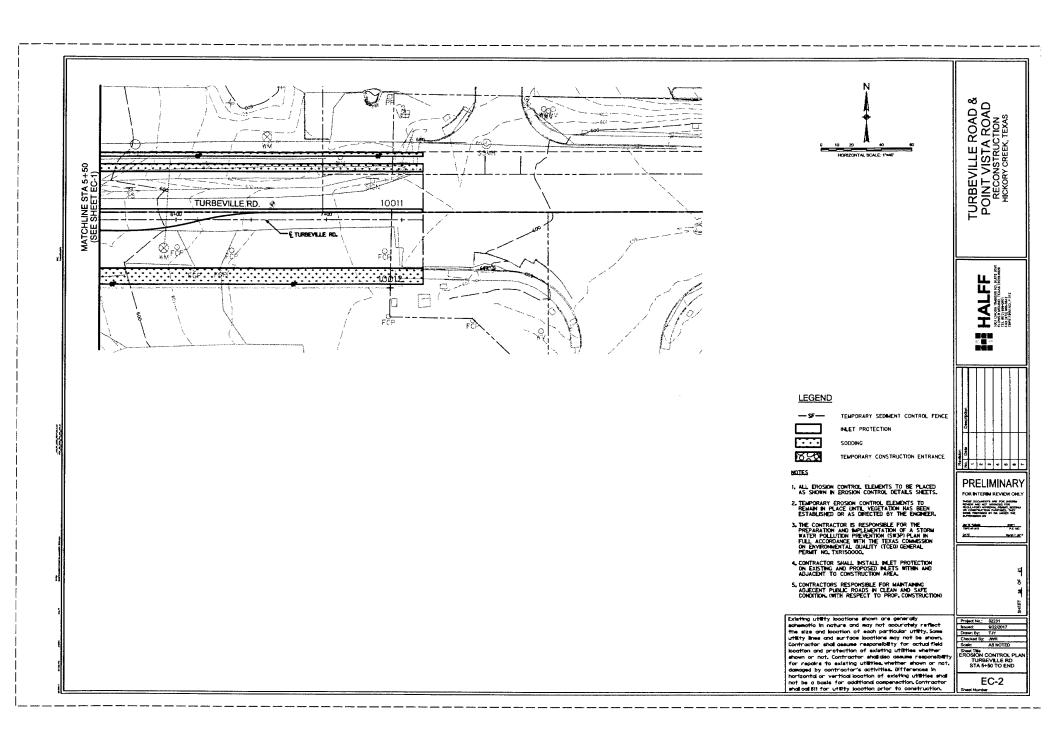


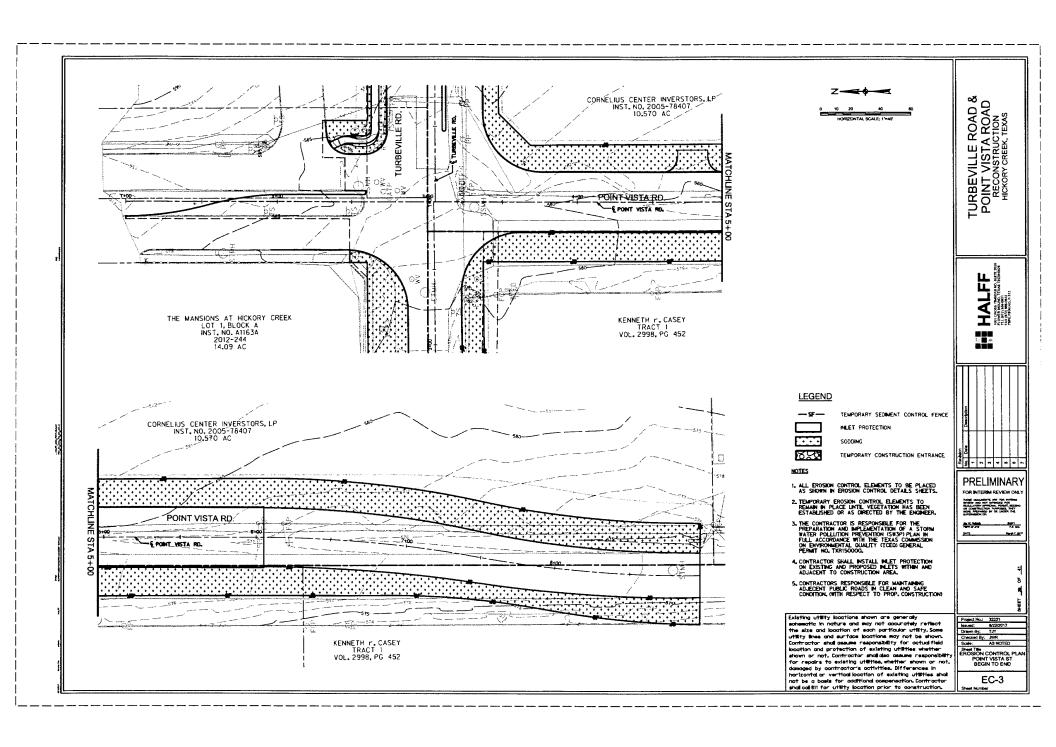






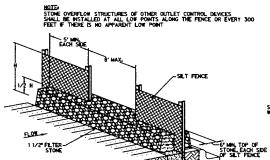




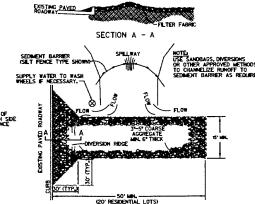




- (I) STEEL POSTS WHICH SUPPORT THE SLT FENCE SMALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE, POST MUST BE EMBEDGED A MINMAUM OF ONE FOOT.
- OF THE TOE OF THE SLIT. FEMILE SHALL BE TREMOIDED IN WITH A SPANE OF MCHANNELL TREMOIDERS SO THAT THE DOWNSLOPE FACE OF THE TREMOIDERS FLAT AND PERPENDICULAR TO THE LINE OF FLOW, HERE PEDICE CAMPOT BE TREMOIDED IN (44, PARISHET), MEDIC TRANS CLAP WITH ROCK ON LIPHELL SIDE TO PREVENT FLOW FROM SEEPING UNDER FEMICE.
- (3) THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
- (4) SLT FENCE SHOULD BE SECURELY FASTEMED TO EACH STEEL SUPPORT POST OR TO MOVEN WIRE WHICH IN TURN IS ATTACKED TO THE STEEL FENCE POST, THERE SHALL BE A 3 FOOT OVERLAP, SECURELY FASTEMED WHERE ENDS OF FABRIC MEET.
- (S) INSPECTION SHALL BE MADE EVERY TWO WEEKS AND AFTER EACH Y'S RAINFALL REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
- (6) SLT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAMAGE.
- (T) ACCUMILATED SLT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF MAJE THE HEIGHT OF THE FENCE. THE SLT SHALL BE DISPOSED OF AT AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SELTATION.



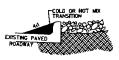
SILT FENCE STONE OVERFLOW STRUCTURE



PLAN

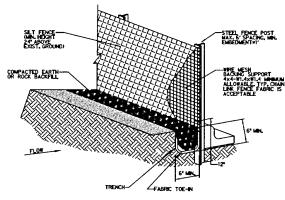
DIVERSION RIDGE REQUIRED WHERE GRADE EXCEEDS 2%

MOTE:
WIRD SEDMENT HAS SUBSTANTIALLY
CLOSED THE VOD AREA BETWEEN THE
ROCKS, THE ACCREGATE MAT MUST BE
WASHED DOWN OR REPLACED, FEMOUR
RE-GRAING, AND TOP DRESSING WITH
ADUTTOMAL STORE MUST BE DOME TO
KEEP THE EFFICIENCY OF THE ENTRANCE
FROM DIMMSKING.



TRANSITION

TEMPORARY STONE CONSTRUCTION ENTRANCE/EXIT



ISOMETRIC PLAN VIEW

HALFF

OOI CROSS TRACES FO. SUITE TOO

TEL, (U.S.) 165-000

TEL, (U.S.) \$ **.** \$

ROAD & ROAD CTION

TURBEVILLE RO POINT VISTA F RECONSTRUCTI

PRELIMINARY FOR INTERIM REVIEW OW

20.00

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EROSION CONTROL
EROSION CNTRL DETAILS

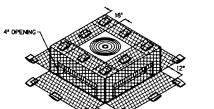
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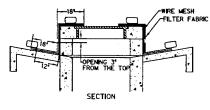
Project No.: 32231 Issued: 9/22/2017 Drawn By; T/Y

Drawn By: TJY
Checked By: JWR
Scale: AS NOTED
Sheet Title
EROSION CONTROL
EROSION CNTRL DETAIL:

ECD-2







FILTER FABRIC WYE INLET PROTECTION N.T.S.

ESTABLISHMENT OF GROUND COVER

- (1) Eighty percent (80%) evenly distributed ground cover, without large bore areas, shall be established after the designated areas have been completed to the lines, grades and cross sections shown on the plans and prior to final acceptance by the Town.
- (2) Ground cover, for Seeding Turf Grass, shall be in accordance with the standard specifications of the Town of Hickory Creek, which has also adopted the Fourth Edition of the "Standard Specifications For Public Works Construction North Central Texas' herein referred to as "COC" specifications, Copies may be obtained from the North Central Texas Councillof Governments, 616 Six Flags Drive, Suite 200, Arlington, Texas 76005-5888, (817) 640-3300,
 A copy of the contract documents, blans and specifications shall be available on-site at all times by the Contractor.
- (3) Refer to COG Item 202,6 specifications.
- (4) Prior to planting, contractor shall provide the Town with the State of Texas Certificate stating analysis of purity and germination of seed.
- (5) Planting season and application rates, All planting shall be done between the dates specified in Table 1, for each grass type except when specifically outhorized in writing. The seeds planted per acre shall be of a type specified with the mixture, rate and planting dates as shown in the Table 1, or as specified by the Engineer.

	Table 1. Seeding Turfgrass				
TYPE	PLANTING SEASON	SEED AND RATE			
TYPE	I MARCH THROUGH SEPTEMBER	BERMUDA GRASS, HULLED 50-LB (22,7-KG) PLS PER ACRE			
TYPE	N OCTOBER THROUGH FEBRUARY	RYE GRASS, 100-LB (45.4-KG) PLS PER ACRE COMBINED WITH BERMUDA GRASS, HULLED 20-LB (9.1-KG) PLS PER ACRE.			
OTHE	R AS SPECIFIED ON PLANS	AS SPECIFIED ON PLANS			

 ^1PLS - Pure Live Seed is determined by multiplying the gross weight times purity times the germination (For example, a 100-b bag with 85% purity and 80% germination. (PLS=pounds in bag x Purity x germination) 100 x 0.85 x 0.8 = 60.8 -bs of pure live seed.)

(6) Seeded areas shall be maintained, including watering and mowing, at such time and in a manner and quality to establish a minimum 80% eventy distributed ground cover, without large bare areas, until completion and final acceptance of the project by the Town.

NOTES

CURS

(1) A SECTION OF FILTER FARRIC SHALL BE REMOVED AS SHOWN ON THIS DETAIL TO PROVIDE A 4-NOH MINMAUM CLEAR OPENING, FABRIC MUST BE SECURED TO WIRE BACKING WITH CLIP'S OR HOG RINGS AT THIS LOCATION.

EXTENO 2'-O" MINIMUM BEYOND INLET OPENING AT EACH END.

18" MIN. OVERLAP

2"X4"-WI.4XWI.4 WIRE FABRIC STRUCTURE. -3" OVERLAP AT FABRIC SPLICES.

CUT AWAY OF FILTER FABRIC

FLOW

-20 LB, SANDBAG\$ & 3'O.C. - Minimum 4" High Clear Opening

-20 LB. SANDBAGS @ 3' O.C. (SEE NOTE 1)

CU
SAND BAGS SHALL BE EVENLY SPACED
ALONG TOP AND ALONG THE FRONT OF
RNLET.

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SIDEWALK

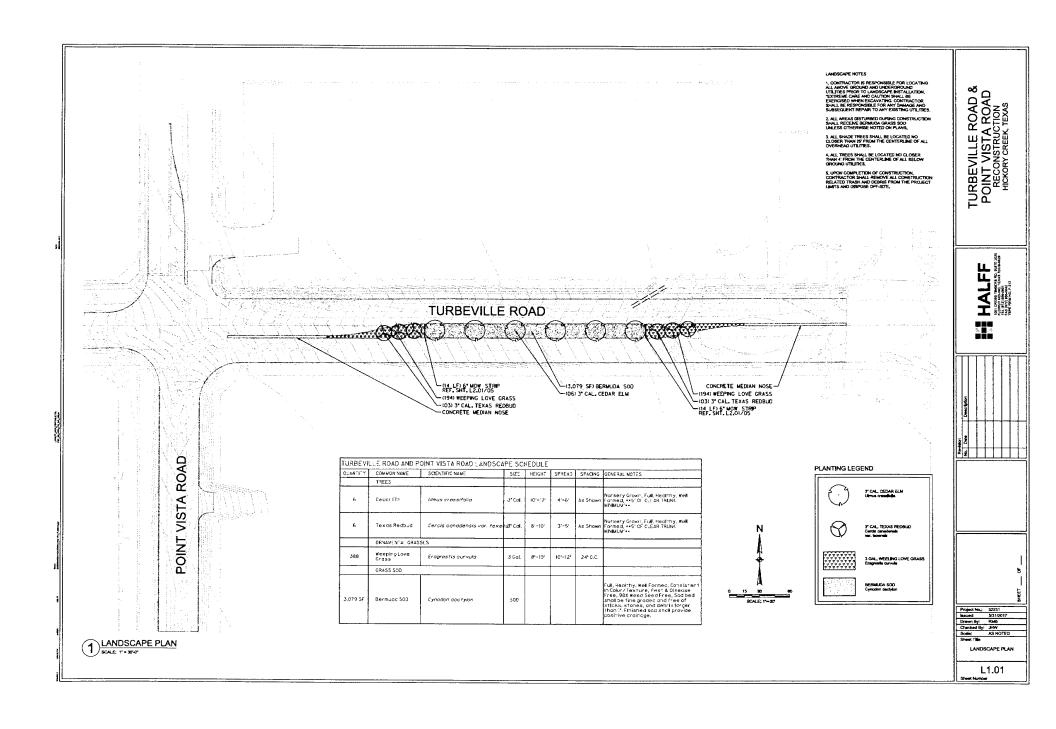
CURB INLET PROTECTION DETAIL
N.T.S.

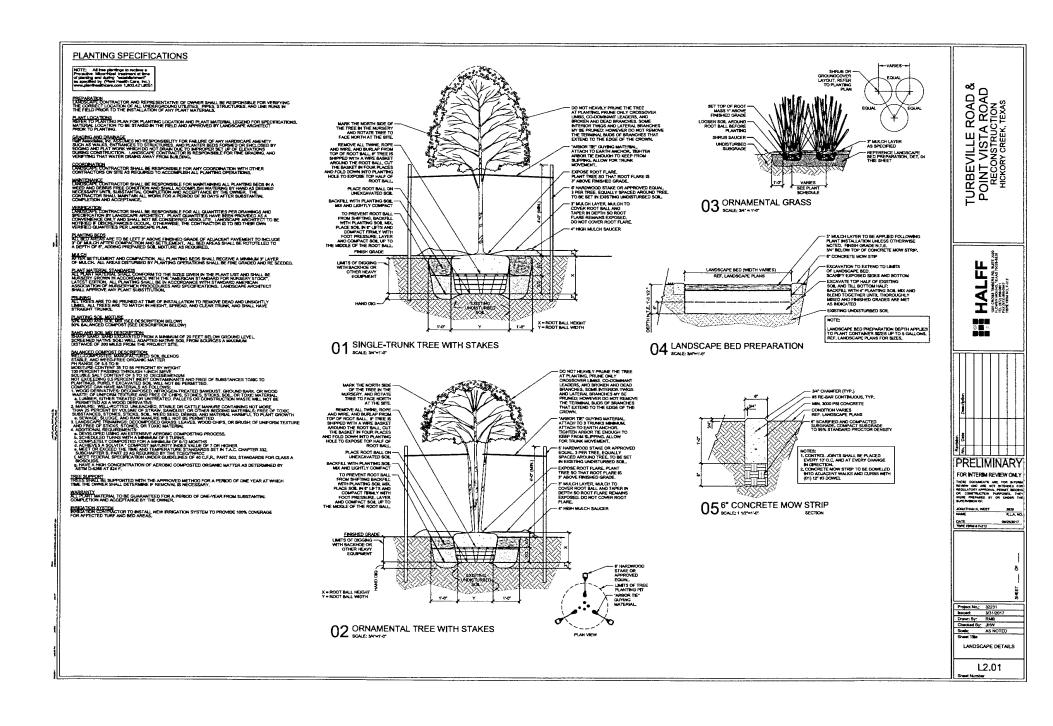
(2) INSPECTION SHALL BE MADE BY THE CONTRACTOR AND SILT ACCUMULATION MUST BE REMOVED WHEN DEPTH REACHES 2-INCHES.

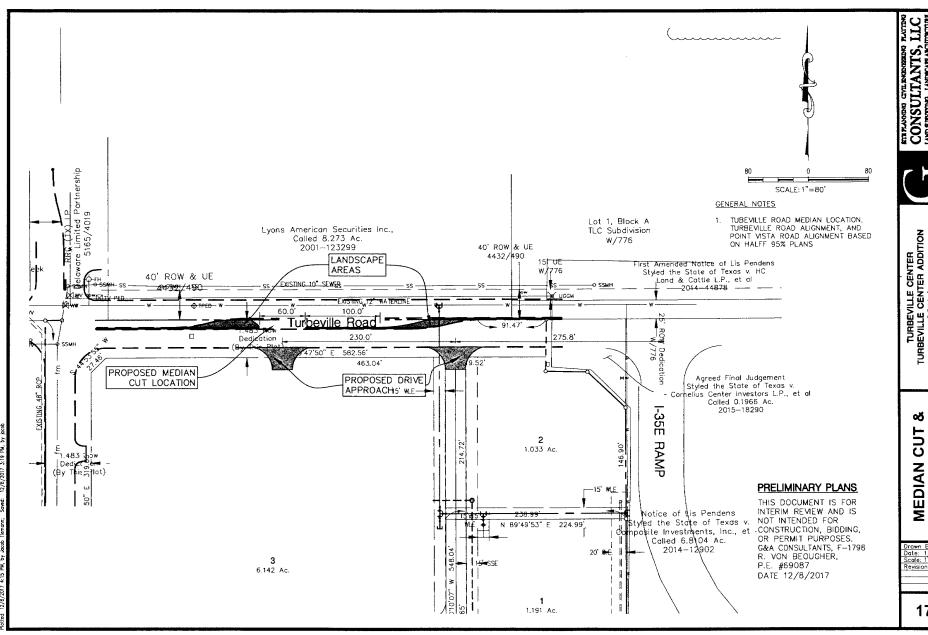
INLET

- (3) CONTRACTOR SHALL MONITOR THE PERFORMANCE OF INLET PROTECTION DURING EACH RAINFALL EVENT AND IMMEDIATELY REMOVE THE NILET PROTECTIONS IF THE STORM-WATER BEGINS TO OVERTOP THE CURB.
- (4) INLET PROTECTIONS SHALL BE REMOVED AS SOON AS THE SOURCE OF SEDIMENT IS STABILIZED.

INLET OPENING	OF SANO BAGS			
OF CINENG	TOP	FRONT		
5′	2	3		
10′	3	3		
15'	3	4		
20'	4	4		







TURBEVILLE CENTER
TURBEVILLE CENTER ADDITION
10.374 Acres
In the
TOWN OF HICKORY CREEK
DENTON COUNTY, TEXAS

DRIVE APPROACH LOCATION EXHIBIT

Drawn By. JT Date: 12/08/2017 Scale: 1" = 80" Revisions:

17107

ENGINEER'S STATEMENT OF PROBABLE COST

Turbeville Road - Median Turn Lane Addition Net Cost

Project:Turbeville RoadPrepared by: Jay Reissig, P.E.Client:Town of Hickory Creek, TexasDate: December 14, 2017

	DESCRIPTION		QTY	Engineer's Estimate	
ITEM NO.		UNIT		UNIT PRICE	EXTENDED PRICE
	Removal Items				
1	3" Caliper Cedar Elm Trees	EA	4	(\$500.00)	(\$2,000.00)
2	Bermuda Sod	SY	246	(\$5.00)	(\$1,230.00)
3	Monolithic Curb	LF	120	(\$10.00)	(\$1,200.00)
	Add Items			, ,	,
5	8" Reinforced Concrete Pavement - 4,000 psi	SY	246	\$60.00	\$14,760.00
6	Cement Treated Subgrade (8")	SY	265.0	\$6.00	\$1,590.00
7	Cement Slurry (25 lbs./SY)	TON	3.3	\$200.00	\$662.50
8	Pavement Markings and Signage	LS	1.0	\$1,000.00	\$1,000.00

SUBTOTAL NET CHANGE IN CONSTRUCTION IMPROVEMENTS
ADDITIONAL BASIC ENGINEERING SERVICES

\$13,582.50 \$8,500.00

TOTAL CHANGE IN NET PROJECT COST

\$22,082.50

Notes:

1. Quantites shown are estimated and may be subject to change based on final design

NOTE: This statement was prepared utilizing standard cost and/or estimating practices. It is understood and agreed that this is a statement of probable construction cost only, and the Engineer shall not be liable to the Owner or any Third Party.



Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.11

Consider and act on an ordinance of the Town of Hickory Creek amending the Town's Code of Ordinances, Chapter 6 Health and Sanitation, Article 6.02 Maintenance of Premises; Division 2: Filth, Trash and

Rubbish, Section 6.02.32: Receptacles.

TOWN OF HICKORY CREEK ORDINANCE NO. 2017 -12-779

AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS AMENDING THE TOWN'S CODE OF ORDINANCES, CHAPTER 6: HEALTH AND SANITATION, ARTICLE 6.02 MAINTENANCE OF PREMISES; DIVISION 2: FILTH, TRASH, AND RUBBISH, SECTION 6.02.032; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY; PROVIDING FOR A PUBLICATION CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town has enacted certain rules relating to maintenance of premises;

WHEREAS, the code enforcement officer has determined that such rules need to be revised and updated in order to protect public health, safety and welfare; and

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

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

SECTION 1 INCORPORATION OF PREMISES

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

SECTION 2 FINDINGS

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

SECTION 3 AMENDMENTS

3.01 That Chapter 6: <u>Health and Sanitation</u>, Article 6.02, <u>Maintenance of Premises</u>, Division 2: <u>Filth</u>, <u>Trash</u>, <u>and Rubbish</u>, Section 6.02.032: <u>Receptacles</u>, subsection (1) is hereby amended to read as follows:

"(1) Residential.

- (A) All items for regular collection must be placed inside containers. The receptacles must not be overloaded to the point where spillage occurs due to overflow, wind or handling, or that free discharge of contents is prohibited due to compaction.
- (B) All trash and recycling containers shall be placed on the parkway no earlier than 6 p.m. on the day prior to scheduled collection but no later than 7 a.m. on the day of collection. Containers must be returned to a storage location behind the front building line no later than 8 a.m. of the day following collection.
- (C) Filled receptacles must weight no more than 50 pounds each.
- (D) The collection of bulk waste will be per the schedule adopted by the waste collection service provider. Bulk pick-up items shall be placed curbside no earlier than 6 p.m. on the day prior to collection.
 - (1) Yard debris shall be bagged and brush shall be cut and bundled not to exceed 48 inches in length and 50 pounds.
 - (2) Hazardous materials, including but not limited to chemicals and oils, tires, automobile parts, dirt, rocks, some appliances and construction and remodeling debris may not be placed out for curbside collection. Arrangements must be made with the designated service provider for special collection of hazardous items.
- (E) Service and items for collection shall comply with any additional requirements of the designated service provider and article 13.02 Solid Waste."
- 3.02 All other articles, chapters, sections, subsections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

SECTION 4 CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on the date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5 SAVINGS

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

SECTION 6 SEVERABILITY

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

SECTION 7 PENALTY

- 7.01 It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision of this Ordinance shall be fined, upon conviction, an amount not to exceed two thousand dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.
- 7.02 If the governing body of the Town of Hickory Creek determines that a violation of this Ordinance has occurred, the Town of Hickory Creek may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8 PUBLICATION

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

SECTION 9 ENGROSSMENT AND ENROLLMENT

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

SECTION 10 EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED Texas, this the day of Decem		Council of the	Town of Hick	cory Creek,
Lynn C. Clark, Mayor Town of Hickory Creek, Texas	-			
ATTEST:				
Kristi Rogers, Town Secretary Town of Hickory Creek, Texas	-			
APPROVED AS TO FORM:				
Town Attorney Town of Hickory Creek, Texas	-			



Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.12

Consider and act on an ordinance of the Town of Hickory Creek amending the Town's Code of Ordinances, Chapter 12 Traffic and Vehicles; Article 12.05 Stopping, Standing and Parking, Division 1: generally, Section 12.05.001 Definitions; amending Section 12.05.005 Parking of Oversized Commercial Vehicles; amending Section 12.05.0006 Parking in Nonresidential Districts; amending Section 12.05.007 Parking in Residential Districts or on property used for residential purposes; amending Section 12-05-008 On-Street

Parking: amending Division 2: Schedules, Section 12.05-.043 No Parking except in emergency.

TOWN OF HICKORY CREEK ORDINANCE NO. 2017-12-780

AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS AMENDING THE TOWN'S CODE OF ORDINANCES, CHAPTER 12: TRAFFIC AND VEHICLES; ARTICLE 12.05 STOPPING, STANDING AND PARKING, DIVISION 1: GENERALLY, SECTION 12.05.001 DEFINITIONS; AMENDING SECTION 12.05.005 PARKING OF OVERSIZED COMMERCIAL VEHICLES; AMENDING SECTION 12.05.006 PARKING IN NONRESIDENTIAL DISTRICTS; AMENDING SECTION 12.05.007 PARKING IN RESIDENTIAL DISTRICTS OR ON PROPERTY USED FOR RESIDENTIAL PURPOSES; AMENDING SECTION 12.05.008 ON-STREET PARKING; AMENDING DIVISION 2 :SCHEDULES, SECTION 12.05.042 PARKING ON SHOULDER; SECTION 12.05.043 NO PARKING EXCEPT AMENDING EMERGENCY; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS: PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY; PROVIDING FOR A PUBLICATION CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town has enacted certain rules relating to the stopping, standing and parking of vehicles;

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

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

SECTION 1 INCORPORATION OF PREMISES

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

SECTION 2 FINDINGS

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

SECTION 3 AMENDMENTS

3.01 That Chapter 12: <u>Traffic and Vehicles</u>; Article 12.05 <u>Stopping</u>, <u>Standing and Parking</u>, Division 1 <u>Generally</u>; Section 12.05.001: <u>Definitions</u> is hereby amended to revise the following definitions to be alphabetized within the existing terms:

"Commercial motor vehicle. Any motor vehicle (other than a motorcycle or passenger car) designed or used primarily for the transportation of property, including any passenger car which has been reconstructed so as to be used and which is being used primarily for delivery purposes, with the exception of passenger cars used in the delivery of the United States mail, a vehicle displaying a corporate logo and primarily used in the operation of a business, or a vehicle defined by section 522.003 of the Texas Transportation Code or a road tractor, truck tractor, pole trailer, or semi-trailer as defined by section 541.201 of the Texas Transportation Code.

<u>Hard surface</u>. Permanently paved areas which are constructed of cement, asphalt, brick, cobblestone, or other commonly accepted paving material which may be approved by the town building official. Gravel is not an approved surface unless it is a continuing nonconforming use established prior to 1997. The use of temporary paving as a hard surface parking area or runners installed only under tires, including, but not limited to, loose paving stones, bricks, blocks, etc., shall be discontinued and such areas removed or converted to conforming permanent surfaces within two (2) years of the adoption of this provision."

- 3.02 That Chapter 12: <u>Traffic and Vehicles</u>; Article 12.05 <u>Stopping</u>, <u>Standing and Parking</u>, Division 1 <u>Generally</u>; Section 12.05.005: <u>Parking of oversized commercial vehicles</u>, Subsection (a) is hereby amended to read as follows:
 - "(a) It shall be unlawful for any person, firm or corporation to park or store, or allow to be parked or stored, any oversized commercial motor vehicle as defined in <u>Section 12.05.001</u> above, upon any public street, alley, parkway, boulevard, public place, railroad right-of-way, or property not zoned for commercial use within the corporate limits of the town.
 - (1) Commercial vehicles of less than one (1) ton capacity used as primary transportation of an employee for business purposes may be parked on private property in a residential district provided the vehicle does not remain on the property in excess of 72 contiguous hours. On street parking is prohibited except in the course of business operations and overnight parking is prohibited.
 - (2) This provision shall not apply to street construction equipment, maintenance and repair equipment or trucks, rollers and implements, equipment trailers or vehicles used by public service utility companies engaged in repairing or extending public service utilities when used, or intended for use, in the general vicinity; motorbuses when taking on or discharging passengers at the customary bus stops; or vehicles parked only for the purpose of expeditiously loading and unloading."

- 3.03 That Chapter 12: <u>Traffic and Vehicles</u>; Article 12.05, <u>Stopping, Standing and Parking</u>, Division 1 <u>Generally</u>, Section 12.05.006: <u>Parking in nonresidential districts</u>, Subsection (d) is hereby amended to read as follows:
 - "(d) It shall be unlawful for any person, firm or corporation to stop, stand, park or maneuver or allow to be parked on any property under his or its control any vehicle or any surface other than an approved hard surface as defined in section 12.05.001. Driving across the curb, parkway or lot other than on an approved hard surface is prohibited."
- 3.04 That Chapter 12: <u>Traffic and Vehicles</u>; Article 12.05 <u>Stopping</u>, <u>Standing and Parking</u>, Division 1 <u>Generally</u>; Section 12.05.007: <u>Parking in residential districts or on property used for residential purposes</u>, is hereby amended by adding a new subsection (g) which shall read as follows:
 - "(g) It shall be unlawful to park or store or allow to be parked or stored on any property under his or its control on any property of one acre or less farm equipment, including but not limited to tractors, plows, tillers, horse or stock trailers, etc., motorized or non-motorized, unless the property is primarily used for agriculture as determined by the county appraisal district."
- 3.05 That Chapter 12: <u>Traffic and Vehicles</u>; Article 12.05 <u>Stopping</u>, <u>Standing and Parking</u>, Division 1 <u>Generally</u>; Section 12.05.008: <u>On-street parking</u>, Subsection (e) is hereby amended to read as follows:
 - "(e) It shall be unlawful for any person, firm or corporation to park or allow to be parked on a public street or thoroughfare any vehicle that is inoperable, has been wrecked or dismantled, does not have all equipment required to legally operate on a public street, does not have a current vehicle registration certificate issued by the licensing state, or has any other defect which causes it to be a nuisance, including but not limited to flat or missing tires, broken windows, discharge of fluids, etc."
- 3.06 That Chapter 12: <u>Traffic and Vehicles</u>; Article 12.05 <u>Stopping</u>, <u>Standing and Parking</u>, Division 1 <u>Generally</u>; Section 12.05.008: <u>On-street parking</u>, is hereby amended by adding a new subsection (i) which shall read as follows:
 - "(i) It shall be unlawful for any person to park a vehicle on any street or right of way for the purpose of washing, greasing, or repairing the vehicle, except when repairs are necessitated by an emergency."
- 3.07 That Chapter 12: <u>Traffic and Vehicles</u>; Article 12.05 <u>Stopping</u>, <u>Standing and Parking</u>, Division 2 <u>Schedules</u>; Section 12.05.042: <u>Parking on shoulder</u>, is hereby amended to read as follows:

"Sec. 12.05.042 Parking on shoulder

For the following additions or areas, parking will be allowed on shoulders only of both sides of streets. No parking will be allowed on the paved surfaces or throughway of the streets at any time except for emergencies:

Anderson Addition

Garth Addition

Harbor Grove Addition

Harmony Lane

Hickory Estates Addition

Hickory Heights Addition

Meadow Lake Addition

Point Vista Addition

Sycamore Bend Road from Turbeville Road to Maynard Road

Wolters Street"

3.08 That Chapter 12: <u>Traffic and Vehicles</u>; Article 12.05 <u>Stopping</u>, <u>Standing and Parking</u>, Division 2 <u>Schedules</u>; Section 12.05.043: <u>No parking except in emergency</u> is hereby amended to read as follows:

" No parking at any time on the following streets or thoroughfares except for an emergency:

Garth Lane

Harbor Drive

Hickory Creek Road

Hook, North and South

Lake Dallas Drive

Main Street

Oak Drive

Point Vista Drive

Turbeville Road

Sycamore Bend Road (South from Maynard Road)"

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

SECTION 4 CUMULATIVE REPEALER

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

SECTION 5 SAVINGS

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

SECTION 6 SEVERABILITY

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

SECTION 7 PENALTY

- 7.01 It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision of this Ordinance shall be fined, upon conviction, an amount not to exceed five hundred dollars (\$500.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.
- 7.02 If the governing body of the Town of Hickory Creek determines that a violation of this Ordinance has occurred, the Town of Hickory Creek may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8 PUBLICATION

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

SECTION 9 ENGROSSMENT AND ENROLLMENT

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

SECTION 10 EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 19th day of December 2017.

I C Cl 1 M
Lynn C. Clark, Mayor
Town of Hickory Creek, Texas
ATTEST:
Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas
APPROVED AS TO FORM:
Town Attorney
Town of Hickory Creek, Texas



Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.13

Consider and act on an ordinance of the Town of Hickory Creek amending the Town's Code of Ordinances, Chapter 14: Zoning, Exhibit A: Zoning Ordinance, Article XXII: Special Area and Use Regulations; Section 6: Outside storage of commercial products and regulation of commercial products and regulation of commercial storage structures.

TOWN OF HICKORY CREEK ORDINANCE NO. 2017-12-781

AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS AMENDING THE TOWN'S CODE OF ORDINANCES, CHAPTER 14: ZONING, EXHIBIT A: ZONING ORDINANCE, ARTICLE XXII: SPECIAL AREA AND USE REGULATIONS; SECTION 6: OUTSIDE STORAGE OF COMMERCIAL PRODUCTS AND REGULATION OF COMMERCIAL STORAGE STRUCTURES: **PROVIDING INCORPORATION** FOR OF **PREMISES:** PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENTS TO THE **CODE OF** ORDINANCES; PROVIDING **CUMULATIVE** REPEALER **CLAUSE: PROVIDING** SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Title 7, Chapter 211.003 of the Texas Local Government Code empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the Town Planning and Zoning Commission and Town Council have held the requisite public hearings; and

WHEREAS, the Town Council, in its legislative discretion has concluded that the revisions to the zoning ordinance as indicated herein should be adopted.

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

SECTION 1 INCORPORATION OF PREMISES

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

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SECTION 2 FINDINGS

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

SECTION 3 AMENDMENTS

3.01 That Chapter 14: <u>Zoning</u>, Article 14.02 <u>Zoning Ordinance</u>, Article XXII: <u>Special Area and Use Regulations</u>, Section 6: <u>Outside Storage of Commercial Products and Regulation of Commercial Storage Structures</u>, subsection (f) <u>Donation Boxes</u> is hereby amended to read as follows:

"(f) Donation Boxes

- (1) After the passage of this ordinance, no donation box, with or without an attendant, may be placed in the Town of Hickory Creek without first having obtained permission from the town council and the payment of any required fees.
 - (a) Application must be made in writing to the town secretary.
 - (b) A permit must be obtained for each donation box and each permit shall expire on the first anniversary date following the issuance of the permit.
 - (c) All applications must include:
 - (i) Name, address and contact information for the person or organization installing, placing, or maintaining the donation box;
 - (ii) A site plan;
 - (iii) Building materials, size, color, and signage specifications;
 - (iv) Written permission of the property owner and person(s) in control of the property; and
 - (v) Any additional information required by the town council.
 - (d) Application for the renewal of an annual permit must be made to the town secretary prior to the expiration of the current permit.
 - (e) Failure by the permit holder to maintain the donation box in a safe and sanitary manner shall result in the revocation of the permit and/or issuance of citations. Any donation box not removed within ten (10) days of the revocation or expiration of the permit and notice to the permit holder and property owner

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shall be subject to removal by the Town of Hickory Creek pursuant to Section 6.02.064 of the Code of Ordinances."

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

SECTION 4 CUMULATIVE REPEALER

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

SECTION 5 SAVINGS

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

SECTION 6 SEVERABILITY

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

SECTION 7 ENGROSSMENT AND ENROLLMENT

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

SECTION 8 EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 19th day of December, 2017.



Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.14

Discussion regarding onsite personnel at Sycamore Bend Park.

No supporting documentation.



Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.15

Discussion regarding the volunteer appreciation dinner.

No supporting documentation.



Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.16

Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for landscaping services by and between the Town of Hickory Creek and Grassperson Lawn Care and Landscape.

TOWN OF HICKORY CREEK, TEXAS RESOLUTION NO. 2017-1219-3

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT FOR LANDSCAPING SERVICES BY AND BETWEEN THE TOWN OF HICKORY CREEK AND GRASSPERSON LAWN CARE AND LANDSCAPE AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Agreement for landscaping services (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 19th day of December, 2017.

Lynn C. Cl	lark, Mayor	

ATTEST:
Kristi Rogers, Town Secretary
APPROVED AS TO FORM:
Town Attorney Town of Hickory Creek, Texas



1565 West Main Street Suite 208 PMB 255 Lewisville, TX 75067 972-221-5296 972-219-8636 (fax) info@grassperson.com

Town of Hickory Creek 1075 Ronald Reagan Ave Hickory Creek, TX 75065

1/1/2018

<u>Lawn Service Proposal for 1075 Ronald Reagan Ave</u> Estimate #15742

12 Months, Ending 12/31/2018

Description	Quantity	Rate	Amount
Town Hall	12	981.92	11783.04
Full Service Lawn Service and Fertilization and Weed Control			
Public Works	12	528.00	6336.00
Full Service Lawn Service			
Tanglewood Park	12	478.75	5745.00
Basic Lawn Service, Fertilization and Weed Control, and Monthly			
Irrigation Inspections			
Point Vista/Stamford	12	186.67	2240.04
Basic Lawn Service			
Hickory Hills/Frontage Road	12	163.33	1959.96
Basic Service Lawn Service			

Total Annual Cost = \$28,064.64

Please read the below terms before accepting the contract:

Terms & Conditions: By signing this document, you agree to pay the above 'annual cost', payable in 12 monthly payments totaling the yearly cost as outlined above by 12/31/2018. This contract shall automatically renew on each subsequent year for a one-year term, unless it is terminated earlier in accordance with the agreement. In order to cancel services prior to the expiration of 12 months, this contract must be terminated in writing via e-mail with a 30 day notice, along with an early termination fee of one month if prior to expiration date with 'no cause'.

Lack of Performance: If you experience any problems with your monthly service, please e-mail info@grassperson.com with your problem. If Grassperson Landscape & Lawn Care does not address the issues of your concern within 30 days, you may terminate your service prior to 24 months with no penalty.

Invoices: Invoices are sent via e-mail the first day of every month for recurring services that will be performed within that month. Non-recurring jobs are

invoiced upon job completion. All work will be charged sales tax.

Payment: Payment can be made by credit card using the website on the invoice or by calling our office. Checks can be mailed to the address above. All invoices are due within 10 days of the invoice date. Auto draft customers will have their accounts debited on the invoice date. If an invoice is 6 days past due, the payment will be submitted to the card on file. This shall service as prior notice to possible charges to credit/debit cards for delinquent accounts. Services will be put on hold for past due customers and will resume once the account is paid in full. Accounts with invoices that are 20 days past due will be turned over to collections. There is a \$30.00 fee for all returned checks. All returned checks are reported to the District Attorney.

Underground Lines: On all jobs that require digging, we cannot be held responsible for any damage to undergound lines. This includes but is not limited to sprinkler lines, fiberoptic lines, and cable lines. It is the homeowner's responsibility to get any damage reported and repaired.

Services: The fertilization guarantee does not cover nutsedge weed control. If services need to be postponed, 24-hour notice is required. If 24-hour notice is not provided, payment is required for services rendered. If you disagree with any services provided, please call within 48-hours of services being performed to resolve any issues. To cancel services on your account, notice through e-mail or certified mail is required. Grassperson Lawn Care is not responsible for damage/delay due to acts of nature. By signing below, you accept all above prices and conditions.

Customer Approval:	Date:	
Deposit Check: MC_VISA_AE_DISC #:	Exp:	_/
Outdoor Pets: NO YES Locked Gates: NO YES: Key Info/Combo:	Bulk Trash Day:	
Grass Type(s): UNKNOWN ST. AUG. BERMUDA ZOYSIA FESCUE RY	YE	
Sign here to authorize your card to be automatically drafted & paid invoices e-mailed	d to you:	

Job Salesperson: Gordon Rainey



Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.17

Discussion regarding current road and sidewalk projects.

No supporting documentation.



Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. E.1

Consider and act on determining whether the continued operation of the nonconforming use of the property legally described as A1163A J.W. Simmons, TR 37, 19.795 Acres (located South of Swisher Road, East of Ronal Reagan Avenue, North of Turbeville Road and West of Point Vista Road) has an adverse effect on nearby properties and schedule a second public hearing to establish a compliance date for the

nonconforming use.



Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. E.2

Discussion regarding damage claim from Bob Dillon related to property located at 209 Texoma Drive,

Hickory Creek, TX.



Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. F.1

Discussion and possible action regarding matters discussed in executive session.



Date: 12/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. G.1

Adjournment