



**NOTICE OF
SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, OCTOBER 07, 2019, 6:00 PM**

AGENDA

Call to Order

Roll Call

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

Invocation

Presentation of Awards

1. Collin Bloomfield
2. The Church of Jesus Christ Latter-Day Saints Lake Cities 2nd Ward

Items of Community Interest

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

Public Comment

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

Consent Agenda

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

- [3.](#) September 2019 Council Meeting Minutes
- [4.](#) September 2019 Financial Statements
- [5.](#) Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for uniform services by and between the Town of Hickory Creek, Texas and UniFirst Corporation.
- [6.](#) Consider and act on a Certificate of Completion for the Turbeville-Point Vista Road Reconstruction.

Regular Agenda

- [7.](#) Consider and act on an ordinance annexing the hereinafter described territory to Town of Hickory Creek, Denton County, Texas, and extending the boundary limits of said Town so as to include a certain 3.086 acre tract of land owned by the Town of Hickory Creek situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas within said town limits, and granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the town; adopting a service plan; and providing an effective date.
- [8.](#) Discussion regarding development of a 24.31 acre tract of land situated in the H. H. Swisher Survey, Abstract No. 1220.
- [9.](#) Discussion on a website redesign, hosting and support.

Adjournment

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

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact Town Hall at 940-497-2528 or by fax 940-497-3531 so that appropriate arrangements can be made.

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on October 3, 2019 at 3:00 p.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

Item Attachment Documents:

3. September 2019 Council Meeting Minutes

**SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
TUESDAY, SEPTEMBER 03, 2019**

MINUTES

Call to Order

Mayor Clark called the meeting to order at 6:00 p.m.

Roll Call

The following members were present:

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

Also in attendance:

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

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

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

Invocation

Mayor Pro Tem Kenney gave the invocation.

Items of Community Interest

The Parks and Recreation Halloween event scheduled for Saturday, October 26, 2019 in Sycamore Bend Park has been cancelled.

Public Comment

There were no speakers for public comment.

Regular Agenda

1. Conduct a public hearing regarding the 2019-2020 Fiscal Year Budget.

Mayor Clark called the public hearing to order at 6:02 p.m. With no one wishing to speak, Mayor Clark closed the public hearing at 6:02 p.m.

2. Interviews for various boards and commissions.

The town council interviewed Dustin Jensen for various boards and commissions.

Town Council Meeting Minutes

September 3, 2019

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3. Consider and act on appointments to various boards and commissions.

Motion made by Councilmember Gordon to appoint Dustin Jensen to the Planning and Zoning Commission Place 1, Seconded by Councilmember Elrod.

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

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, Texas and the Texas Department of Transportation for flagging Texas Motor Vehicle Records for failure to appear or pay a fine on a complaint involving violation of a traffic law and providing an effective date.

Motion made by Councilmember Theodore to approve a resolution authorizing the Mayor to execute an interlocal agreement between the Town of Hickory Creek and the Texas Department of Transportation, Seconded by Councilmember DuPree.

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

5. Discussion regarding the 2019-2020 Fiscal Year Proposed Budget.

Discussions were held regarding revenues and expenditures for the 2019-2020 Fiscal Year.

6. Consider and act on an ordinance adopting and approving the budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020; providing for expenditure of funds, providing for filing of budget and ordinance.

Motion made by Councilmember Elrod, to approve an ordinance adopting and approving the budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020; providing for expenditure of funds, providing for filing of budget and ordinance, Seconded by Councilmember DuPree.

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

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

Discussions were held regarding the Parks, Recreation and Open Space Plan.

Adjournment

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

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

The meeting did then stand adjourned at 6:45 p.m.

Town Council Meeting Minutes
September 3, 2019
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Approved:

Attest:

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

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

**SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
MONDAY, SEPTEMBER 16, 2019**

MINUTES

Call to Order

Mayor Clark called the meeting to order at 6:02 p.m.

Roll Call

The following members were present:

Mayor Lynn Clark

Councilmember Richard DuPree

Councilmember Tracee Elrod

Councilmember Chris Gordon arrived at 6:03 p.m.

Mayor Pro Tem Paul Kenney

Councilmember Ian Theodore

Also in attendance:

John M. Smith, Jr., Town Administrator

Kristi K. Rogers, Town Secretary

Craig Hubbert, Lieutenant

Trey Sargent, Town Attorney

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

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

Invocation

Mayor Pro Tem Kenney gave the invocation.

Proclamations

1. September 2019 as "Live United Month"

Mayor Clark proclaimed September 2019 to be "LIVE UNITED MONTH" in the Town of Hickory Creek. Teddy Yan and Carrell Ann Simmons accepted the proclamation on behalf of United Way of Denton County.

Items of Community Interest

There were no items of community interest.

Public Comment

There were no speakers for public comment.

Consent Agenda

2. August 2019 Council Meeting Minutes

Town of Hickory Creek
September 16, 2019
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3. August 2019 Financial Statements
4. Consider and act on permit application submitted by WalMart, 1035 Hickory Creek Blvd, Hickory Creek, Texas, for temporary storage containers for seasonal merchandise.
5. Consider and act on approving the calculation of cost adjustments pursuant to the agreement for solid waste services between the Town of Hickory Creek and Republic Services.
6. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby setting regular meeting dates and times of town boards, commissions, and council.
7. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Town Administrator of the Town of Hickory Creek, Texas to execute an interlocal cooperation agreement for police mutual aid by and between the Town of Hickory Creek, the City of Lake Dallas, and the City of Corinth.
8. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 1: General Provisions: Article 1.01 Code of Ordinances.
9. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 1: General Provisions: Article 1.11 Town Council Meetings.

Motion made by Councilmember Gordon to approve consent agenda items 2- 9 with the date correction for item 4, Seconded by Councilmember Elrod.

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

Regular Agenda

10. Presentation from Dunaway regarding the Parks, Recreation and Open Space Master Plan.

Elizabeth McIlrath and Philip Neeley, Dunaway Associates, answered questions from the town council regarding the priority ranking analysis; the timeline for the next phases which include an action plan, implementation plan, a preliminary park master plan and final park master plan.

11. Interviews for various boards and commissions.

The town council interviewed Gwen Grimsley-McIntosh for various boards and commissions.

12. Consider and act on appointments to various boards and commissions.

Motion made by Councilmember Gordon to appoint Gwen Grimsley-McIntosh to Board of Adjustments, Alternate 1, Alternate 2 will remain open at this time, Seconded by Councilmember DuPree.

Town of Hickory Creek
September 16, 2019
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Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

13. Conduct a public hearing regarding the voluntary annexation of a 35.580 acre tract or tracts of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas, and consider and act on an ordinance adopting the same.

Mayor Clark called the public hearing to order at 7:14 p.m. With no one wishing to speak, Mayor Clark closed the public hearing at 7:14 p.m.

Motion made by Councilmember Theodore to approve an ordinance annexing a 35.580 acre tract or tracts of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas, Seconded by Councilmember Elrod.

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

14. Conduct the first public hearing regarding the annexation of a 3.086 acre tract of land owned by the Town of Hickory Creek and situated in the M.E.P. & P.R.R. Co. Survey, Abstract 915, Denton County, Texas.

Mayor Clark called the public hearing to order at 7:16 p.m. With no one wishing to speak, Mayor Clark closed the public hearing at 7:16 p.m.

15. Conduct the second public hearing regarding the annexation of a 3.086 acre tract of land owned by the Town of Hickory Creek and situated in the M.E.P. & P.R.R. Co. Survey, Abstract 915, Denton County, Texas.

Mayor Clark called the public hearing to order at 7:16 p.m. With no one wishing to speak, Mayor Clark closed the public hearing at 7:16 p.m.

16. Consider and act on a final plat of the Prat Meadow Addition, 5.020 acres situated in the J. Ramsey Survey, A-1075, Town of Hickory Creek, Denton County, Texas. The property is located in the 100 block of S. Hook Street.

Motion made by Councilmember Gordon to approve the final plat of the Prat Meadow Addition as presented, Seconded by Councilmember Elrod.

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

17. Consider and act on a final plat of the Lyons-Freese Addition, 4.302 acres situated in the J.W. Simmons Survey, Abstract No. 1163, Town of Hickory Creek, Denton County, Texas. The property is located in the 1200 block of Turbeville Road.

Motion made by Mayor Pro Tem Kenney to approve the final plat of the Lyons-Freese Addition, 4.302 acres as presented, Seconded by Councilmember Elrod.

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

18. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek ratifying the property tax revenue increase reflected in the fiscal year 2019-2020 budget.

Motion made by Councilmember Gordon to approve an ordinance ratifying the property tax revenue increase reflected in the fiscal year 2019-2020 budget, Seconded by Councilmember Theodore.

A roll call vote was taken. Councilmember Elrod voted yea, Councilmember DuPree voted yea, Councilmember Gordon voted yea, Mayor Pro Tem Kenney voted yea, Councilmember Theodore voted yea. Motion passed unanimously.

19. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, accepting the 2019 Certified Tax Roll for the Town of Hickory Creek; approving the 2019 Ad Valorem Tax Rate and levying 0.330402 on each one hundred dollars of assessed valuation of all taxable property within the corporate limits of the Town for the fiscal year beginning October 1, 2019 and ending September 30, 2020.

Motion made by Councilmember Theodore to approve an ordinance accepting the 2019 Certified Tax Roll for the Town of Hickory Creek; approving the 2019 Ad Valorem Tax Rate and levying 0.330402 on each one hundred dollars of assessed valuation of all taxable property within the corporate limits of the Town for the fiscal year beginning October 1, 2019 and ending September 30, 2020, Seconded by Councilmember DuPree.

A roll call vote was taken. Councilmember Elrod voted yea, Councilmember DuPree voted yea, Councilmember Gordon voted yea, Mayor Pro Tem Kenney voted yea, Councilmember Theodore voted yea. Motion passed unanimously.

20. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 1: General Provisions: Article 1.07 Boards and Commissions.

Motion made by Councilmember Gordon to approve an ordinance amending the Town's Code of Ordinances, Chapter 1: General Provisions: Article 1.07 Boards and Commissions as presented, Seconded by Councilmember DuPree.

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

21. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for Body Worn and In Car Cameras and related services with Utility Associates, Inc.

Motion made by Councilmember Theodore to approve a resolution authorizing the Mayor to execute an agreement for Body Worn and In Car Cameras and related services with Utility Associates, Inc., Seconded by Councilmember Elrod.

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

22. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an application for financing for Body Worn and In Car Cameras and related services with LCA, Inc.

Motion made by Mayor Pro Tem Kenney to approve a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an application for financing for Body Worn and In Car Cameras and related services with LCA, Inc., Seconded by Councilmember DuPree.

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

23. Discussion regarding town council goals for 2019-2020 to include infrastructure projects.

The Town Council discussed goals for 2019-2020 including infrastructure projects, broadband solutions, Sycamore Bend Road, community events and employee recognition.

Adjournment

Motion made by Councilmember DuPree to adjourn the meeting, Seconded by Councilmember Elrod.

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

The meeting did then stand adjourned at 8:02 p.m.

Approved:

Attest:

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

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

Item Attachment Documents:

4. September 2019 Financial Statements

Town of Hickory Creek
Balance Sheet
As of September 30, 2019

	Sep 30, 19
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	18,861.00
BOA - Drug Forfeiture	1,949.39
BOA - Drug Seizure	1,352.74
BOA - General Fund	329,939.32
BOA - Parks and Recreation	196,008.05
BOA - Payroll	250.00
BOA - Police State Training	5,179.64
Logic Animal Shelter Facility	9,458.87
Logic Harbor Ln-Sycamore Bend	3,297.99
Logic Investment Fund	3,660,497.17
Logic Street & Road Improvement	161,932.31
Logic Turbeville Road	212,187.74
Total Checking/Savings	4,600,914.22
Accounts Receivable	
Accounts Receivable	10,451.52
Municipal Court Payments	4,770.00
Total Accounts Receivable	15,221.52
Total Current Assets	4,616,135.74
TOTAL ASSETS	4,616,135.74
LIABILITIES & EQUITY	0.00

Town of Hickory Creek
Profit & Loss
September 2019

	Sep 19
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	559.76
4004 M&O Penalties & Interest	-2,188.90
4006 Delinquent M&O	-788.27
4008 I&S Debt Service	393.05
4010 I&S Penalties & Interest	-1,537.04
4012 Delinquent I&S	-679.46
Total Ad Valorem Tax Revenue	-4,240.86
Building Department Revenue	
4102 Building Permits	57,066.99
4104 Certificate of Occupancy	300.00
4106 Contractor Registration	675.00
4108 Preliminary/Final Plat	735.00
4110 Prelim/Final Site Plan	500.00
4124 Sign Permits	15.00
4126 Special Use Permit	2,100.00
4132 Alarm Permit Fees	100.00
Total Building Department Revenue	61,491.99
Franchise Fee Revenue	
4212 Republic Services	3,743.61
Total Franchise Fee Revenue	3,743.61
Interest Revenue	
4302 Animal Shelter Interest	18.34
4308 Drug Forfeiture Interest	0.08
4310 Drug Seizure Interest	0.06
4314 Logic Investment Interest	6,744.22
4320 Logic Street/Road Improv.	298.34
4322 Logic Turbeville Road	390.92
4326 PD State Training Interest	0.21
4328 Logic Harbor/Sycamore Bend	6.08
Total Interest Revenue	7,458.25
Interlocal Revenue	
4402 Corp Contract Current Year	17,602.56
Total Interlocal Revenue	17,602.56
Miscellaneous Revenue	
4502 Animal Adoption & Impound	3,110.00
4508 Annual Park Passes	470.75
4510 Arrowhead Park Fees	3,050.00
4530 Other Receivables	63.30
4536 Point Vista Park Fees	1,144.00
4550 Sycamore Bend Fees	3,172.00
Total Miscellaneous Revenue	11,010.05

Town of Hickory Creek
Profit & Loss
September 2019

	Sep 19
Municipal Court Revenue	
4602 Building Security Fee	985.24
4604 Citations	42,061.27
4606 Court Technology Fee	1,313.66
4612 State Court Costs	22,238.28
Total Municipal Court Revenue	66,598.45
Sales Tax Revenue	
4702 Sales Tax General Fund	103,181.87
4706 Sales Tax 4B Corporation	34,393.96
Total Sales Tax Revenue	137,575.83
Total Income	301,239.88
Gross Profit	301,239.88
Expense	
Capital Outlay	
5010 Street Maintenance	1,449.13
5022 Parks and Rec Improvements	3,650.00
Total Capital Outlay	5,099.13
Debt Service	
5108 2012 Tax Note Series	-15.90
Total Debt Service	-15.90
General Government	
5206 Computer Hardware/Software	585.49
5208 Copier Rental	276.21
5212 EDC Tax Payment	34,393.96
5216 Volunteer/Staff Events	726.84
5222 Office Supplies & Equip.	247.59
5224 Postage	534.33
5226 Community Cause	1,000.00
5228 Town Council/Board Expense	979.00
5230 Training & Education	370.00
5232 Travel Expense	40.00
Total General Government	39,153.42
Municipal Court	
5318 Merchant Fees/Credit Cards	-255.17
5322 Office Supplies/Equipment	198.17
5332 Warrants Collected	352.48
Total Municipal Court	295.48
Parks and Recreation	
5408 Tanglewood Park	43.74
5414 Tree City USA	600.00
Total Parks and Recreation	643.74

Town of Hickory Creek
Profit & Loss
September 2019

	Sep 19
Parks Corps of Engineer	
5432 Arrowhead	330.23
5434 Harbor Grove	80.02
5436 Point Vista	80.17
5438 Sycamore Bend	205.16
Total Parks Corps of Engineer	695.58
Personnel	
5502 Administration Wages	21,724.08
5504 Municipal Court Wages	8,335.30
5506 Police Wages	58,249.29
5507 Police Overtime Wages	141.91
5508 Public Works Wages	13,881.85
5509 Public Works Overtime Wage	124.16
5510 Health Insurance	16,462.91
5514 Payroll Expense	1,543.16
5516 Employment Exams	105.00
5518 Retirement (TMRS)	12,284.16
Total Personnel	132,851.82
Police Department	
5602 Auto Gas & Oil	2,791.85
5606 Auto Maintenance & Repair	2,541.66
5612 Computer Hardware/Software	5,409.37
5614 Crime Lab Analysis	389.61
5626 Office Supplies/Equipment	450.45
5630 Personnel Equipment	359.93
5636 Uniforms	524.61
5640 Training & Education	1,300.00
5648 K9 Unit	26.58
Total Police Department	13,794.06
Public Works Department	
5706 Animal Control Supplies	28.01
5708 Animal Control Vet Fees	657.13
5710 Auto Gas & Oil	923.41
5714 Auto Maintenance/Repair	686.92
5716 Beautification	1,090.83
5728 Equipment Supplies	446.56
5734 Radios	380.25
5738 Training	370.00
5742 Uniforms	382.23
5748 Landscaping Services	4,977.54
Total Public Works Department	9,942.88
Services	
5802 Appraisal District	2,926.00
5804 Attorney Fees	3,002.65
5808 Codification	1,492.17
5812 Document Management	79.03
5818 Inspections	5,015.00

Town of Hickory Creek
Profit & Loss
September 2019

	Sep 19
5822 Legal Notices/Advertising	1,430.15
5824 Library Services	25.00
Total Services	13,970.00
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	8,484.86
5904 Electric	2,616.99
5906 Gas	48.75
5908 Street Lighting	2,287.67
5910 Telephone	2,283.19
5912 Water	950.11
Total Utilities & Maintenance	16,671.57
Total Expense	233,101.78
Net Ordinary Income	68,138.10
Net Income	68,138.10

10:11 AM

10/03/19

Accrual Basis

Town of Hickory Creek
Budget vs. Actual Year to Date 100%
 October 2018 through September 2019

	Oct '18 - Sep 19	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	1,140,934.86	1,152,558.00	99.0%
4004 M&O Penalties & Interest	4,853.64	5,000.00	97.1%
4006 Delinquent M&O	18,839.39	3,500.00	538.3%
4008 I&S Debt Service	802,125.34	809,318.00	99.1%
4010 I&S Penalties & Interest	2,550.33	3,000.00	85.0%
4012 Delinquent I&S	16,420.66	2,500.00	656.8%
Total Ad Valorem Tax Revenue	1,985,724.22	1,975,876.00	100.5%
Building Department Revenue			
4102 Building Permits	310,674.10	225,000.00	138.1%
4104 Certificate of Occupancy	2,700.00	2,000.00	135.0%
4106 Contractor Registration	5,325.00	4,000.00	133.1%
4108 Preliminary/Final Plat	5,595.00	520.00	1,076.0%
4110 Prelim/Final Site Plan	500.00	0.00	100.0%
4112 Health Inspections	9,200.00	8,740.00	105.3%
4122 Septic Permits	850.00	850.00	100.0%
4124 Sign Permits	3,330.00	2,400.00	138.8%
4126 Special Use Permit	4,000.00	200.00	2,000.0%
4128 Variance Fee	500.00	500.00	100.0%
4130 Vendor Fee	75.00	200.00	37.5%
4132 Alarm Permit Fees	700.00	800.00	87.5%
Total Building Department Revenue	343,449.10	245,210.00	140.1%
Franchise Fee Revenue			
4202 Atmos Energy	39,934.96	30,000.00	133.1%
4204 Charter Communications	41,255.20	42,500.00	97.1%
4206 CenturyLink	2,571.99	2,500.00	102.9%
4208 CoServ	4,691.49	4,200.00	111.7%
4210 Oncor Electric	144,600.76	144,269.00	100.2%
4212 Republic Services	41,966.65	40,000.00	104.9%
Total Franchise Fee Revenue	275,021.05	263,469.00	104.4%
Interest Revenue			
4302 Animal Shelter Interest	241.97	100.00	242.0%
4308 Drug Forfeiture Interest	1.16	1.00	116.0%
4310 Drug Seizure Interest	0.56	0.00	100.0%
4314 Logic Investment Interest	96,971.00	48,000.00	202.0%
4320 Logic Street/Road Improv.	12,041.41	8,700.00	138.4%
4322 Logic Turbeville Road	5,176.14	3,500.00	147.9%
4326 PD State Training Interest	2.58	2.00	129.0%
4328 Logic Harbor/Sycamore Bend	80.40	35.00	229.7%
Total Interest Revenue	114,515.22	60,338.00	189.8%
Interlocal Revenue			
4402 Corp Contract Current Year	33,004.80	34,000.00	97.1%
Total Interlocal Revenue	33,004.80	34,000.00	97.1%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	17,030.00	6,500.00	262.0%
4506 Animal Shelter Donations	489.00	1,000.00	48.9%
4508 Annual Park Passes	29,784.01	20,000.00	148.9%
4510 Arrowhead Park Fees	53,376.00	18,000.00	296.5%
4512 Beer & Wine Permit	30.00	60.00	50.0%
4516 Corp Parks Fund Reserve	0.00	0.00	0.0%

10:11 AM

10/03/19

Accrual Basis

Town of Hickory Creek

Budget vs. Actual Year to Date 100%

October 2018 through September 2019

	Oct '18 - Sep 19	Budget	% of Budget
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	1,352.00	2,849.00	47.5%
4522 EDCPayment/Ronald Reagan	45,778.33	45,778.00	100.0%
4524 Fund Balance Reserve	0.00	697,844.32	0.0%
4526 Mineral Rights	0.00	300.00	0.0%
4528 NSF Fees	0.00	50.00	0.0%
4530 Other Receivables	73,190.19	48,000.00	152.5%
4534 PD State Training	1,252.68	1,252.68	100.0%
4536 Point Vista Park Fees	5,617.00	5,000.00	112.3%
4546 Street Bond Proceeds	0.00	452,713.00	0.0%
4550 Sycamore Bend Fees	21,841.75	15,000.00	145.6%
4554 Building Security Fund Res	0.00	23,400.00	0.0%
4556 Court Tech Fund Reserve	0.00	3,525.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
Total Miscellaneous Revenue	249,740.96	1,341,272.00	18.6%
Municipal Court Revenue			
4602 Building Security Fee	10,521.40	8,400.00	125.3%
4604 Citations	475,922.27	525,000.00	90.7%
4606 Court Technology Fee	13,853.56	11,025.00	125.7%
4612 State Court Costs	230,361.79	199,500.00	115.5%
4614 Child Safety Fee	603.07	1,000.00	60.3%
Total Municipal Court Revenue	731,262.09	744,925.00	98.2%
Sales Tax Revenue			
4702 Sales Tax General Fund	1,148,170.85	1,143,750.00	100.4%
4706 Sales Tax 4B Corporation	393,299.33	381,250.00	103.2%
4708 Sales Tax Mixed Beverage	390.55	0.00	100.0%
Total Sales Tax Revenue	1,541,860.73	1,525,000.00	101.1%
Total Income	5,274,578.17	6,190,090.00	85.2%
Gross Profit	5,274,578.17	6,190,090.00	85.2%
Expense			
Capital Outlay			
5010 Street Maintenance	-3,660.99	50,000.00	-7.3%
5012 Streets & Road Improvement	562,866.78	452,713.00	124.3%
5022 Parks and Rec Improvements	29,386.50	125,000.00	23.5%
5024 Public Safety Improvements	197,453.66	400,000.00	49.4%
5026 Fleet Purchase/Replacement	102,672.84	105,000.00	97.8%
5028 Turbeville/Point Vista	379,747.55	200,000.00	189.9%
Total Capital Outlay	1,268,466.34	1,332,713.00	95.2%
Debt Service			
5106 2012 Refunding Bond Series	150,195.69	150,086.00	100.1%
5108 2012 Tax Note Series	117,007.49	116,910.00	100.1%
5110 2015 Refunding Bond Series	314,425.00	314,300.00	100.0%
5112 2015 C.O. Series	274,725.00	273,800.00	100.3%
Total Debt Service	856,353.18	855,096.00	100.1%
General Government			
5202 Bank Service Charges	59.00	50.00	118.0%
5204 Books & Subscriptions	90.00	400.00	22.5%
5206 Computer Hardware/Software	10,381.83	15,500.00	67.0%
5208 Copier Rental	4,380.52	3,900.00	112.3%
5210 Dues & Memberships	1,940.90	2,500.00	77.6%

Town of Hickory Creek
Budget vs. Actual Year to Date 100%
October 2018 through September 2019

	Oct '18 - Sep 19	Budget	% of Budget
5212 EDC Tax Payment	423,520.22	381,250.00	111.1%
5214 Election Expenses	0.00	0.00	0.0%
5216 Volunteer/Staff Events	6,693.59	8,000.00	83.7%
5218 General Communications	9,420.70	22,000.00	42.8%
5222 Office Supplies & Equip.	2,652.60	2,000.00	132.6%
5224 Postage	4,560.45	4,500.00	101.3%
5226 Community Cause	6,052.63	4,000.00	151.3%
5228 Town Council/Board Expense	4,449.95	6,000.00	74.2%
5230 Training & Education	2,349.50	2,000.00	117.5%
5232 Travel Expense	561.37	1,500.00	37.4%
5234 Staff Uniforms	762.94	1,000.00	76.3%
Total General Government	477,876.20	454,600.00	105.1%
Municipal Court			
5302 Books & Subscriptions	150.00	75.00	200.0%
5304 Building Security	1,615.93	31,800.00	5.1%
5312 Court Technology	5,500.89	14,550.00	37.8%
5314 Dues & Memberships	75.00	200.00	37.5%
5318 Merchant Fees/Credit Cards	-479.34	500.00	-95.9%
5322 Office Supplies/Equipment	1,877.09	1,800.00	104.3%
5324 State Court Costs	218,346.92	199,500.00	109.4%
5326 Training & Education	500.00	500.00	100.0%
5328 Travel Expense	112.49	500.00	22.5%
5332 Warrants Collected	-205.66	0.00	100.0%
Total Municipal Court	227,493.32	249,425.00	91.2%
Parks and Recreation			
5402 Events	1,208.80	2,500.00	48.4%
5408 Tanglewood Park	1,797.17	2,500.00	71.9%
5412 KHCB	592.63	1,000.00	59.3%
5414 Tree City USA	5,141.75	11,500.00	44.7%
5416 Town Hall Park	0.00	500.00	0.0%
Total Parks and Recreation	8,740.35	18,000.00	48.6%
Parks Corps of Engineer			
5432 Arrowhead	19,329.29	8,500.00	227.4%
5434 Harbor Grove	7,325.67	4,000.00	183.1%
5436 Point Vista	4,175.15	4,500.00	92.8%
5438 Sycamore Bend	21,553.07	35,000.00	61.6%
Total Parks Corps of Engineer	52,383.18	52,000.00	100.7%
Personnel			
5502 Administration Wages	283,092.53	281,875.00	100.4%
5504 Municipal Court Wages	135,153.41	114,565.00	118.0%
5506 Police Wages	636,145.58	674,215.00	94.4%
5507 Police Overtime Wages	12,240.47	8,000.00	153.0%
5508 Public Works Wages	180,362.93	174,985.00	103.1%
5509 Public Works Overtime Wage	1,282.59	1,600.00	80.2%
5510 Health Insurance	170,589.00	170,000.00	100.3%
5512 Longevity	10,688.00	10,688.00	100.0%
5514 Payroll Expense	21,087.07	18,000.00	117.2%
5516 Employment Exams	2,687.50	2,000.00	134.4%
5518 Retirement (TMRS)	150,388.16	138,100.00	108.9%
5520 Unemployment (TWC)	619.65	2,000.00	31.0%
5522 Workman's Compensation	25,353.58	25,354.00	100.0%
Total Personnel	1,629,690.47	1,621,382.00	100.5%

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10/03/19

Accrual Basis

Town of Hickory Creek

Budget vs. Actual Year to Date 100%

October 2018 through September 2019

	Oct '18 - Sep 19	Budget	% of Budget
Police Department			
5602 Auto Gas & Oil	25,856.46	25,000.00	103.4%
5606 Auto Maintenance & Repair	35,311.24	25,000.00	141.2%
5610 Books & Subscriptions	146.91	500.00	29.4%
5612 Computer Hardware/Software	46,135.83	38,000.00	121.4%
5614 Crime Lab Analysis	-136.28	2,000.00	-6.8%
5616 Drug Forfeiture	0.00	0.00	0.0%
5618 Dues & Memberships	233.82	400.00	58.5%
5626 Office Supplies/Equipment	1,712.61	1,500.00	114.2%
5630 Personnel Equipment	2,322.57	7,000.00	33.2%
5634 Travel Expense	1,801.07	2,500.00	72.0%
5636 Uniforms	11,797.56	6,000.00	196.6%
5640 Training & Education	9,235.02	10,000.00	92.4%
5644 Citizens on Patrol	864.23	200.00	432.1%
5646 Community Outreach	701.74	750.00	93.6%
5648 K9 Unit	3,212.76	3,000.00	107.1%
Total Police Department	139,195.54	121,850.00	114.2%
Public Works Department			
5702 Animal Control Donation	0.00	1,000.00	0.0%
5704 Animal Control Equipment	589.83	600.00	98.3%
5706 Animal Control Supplies	1,132.56	1,000.00	113.3%
5708 Animal Control Vet Fees	7,328.05	5,000.00	146.6%
5710 Auto Gas & Oil	14,352.23	12,500.00	114.8%
5714 Auto Maintenance/Repair	21,609.56	15,000.00	144.1%
5716 Beautification	18,541.11	110,000.00	16.9%
5718 Computer Hardware/Software	628.98	750.00	83.9%
5720 Dues & Memberships	342.00	350.00	97.7%
5722 Equipment	89,929.83	93,700.00	96.0%
5724 Equipment Maintenance	11,497.33	9,000.00	127.7%
5726 Equipment Rental	273.98	500.00	54.8%
5728 Equipment Supplies	6,755.52	6,500.00	103.9%
5732 Office Supplies/Equipment	414.51	800.00	51.8%
5734 Radios	4,649.11	3,200.00	145.3%
5738 Training	709.00	800.00	88.6%
5740 Travel Expense	225.10	1,000.00	22.5%
5742 Uniforms	3,450.64	2,000.00	172.5%
5748 Landscaping Services	77,265.28	110,000.00	70.2%
Total Public Works Department	259,694.62	373,700.00	69.5%
Services			
5802 Appraisal District	11,704.00	11,700.00	100.0%
5804 Attorney Fees	52,603.53	60,000.00	87.7%
5806 Audit	13,500.00	13,500.00	100.0%
5808 Codification	1,867.17	4,000.00	46.7%
5812 Document Management	1,207.65	1,200.00	100.6%
5814 Engineering	61,498.38	52,500.00	117.1%
5816 General Insurance	33,732.58	33,733.00	100.0%
5818 Inspections	52,121.00	40,500.00	128.7%
5820 Fire Service	613,633.00	615,000.00	99.8%
5822 Legal Notices/Advertising	4,205.65	2,000.00	210.3%
5824 Library Services	1,506.25	1,000.00	150.6%
5826 Municipal Judge	11,520.00	11,520.00	100.0%
5828 Printing	3,738.07	1,800.00	207.7%
5830 Tax Collection	2,273.00	3,500.00	64.9%
5832 Computer Technical Support	34,351.79	34,500.00	99.6%
5838 DCCAC	0.00	1,750.00	0.0%
5840 Denton County Dispatch	29,301.00	29,301.00	100.0%

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Accrual Basis

Town of Hickory Creek

Budget vs. Actual Year to Date 100%

October 2018 through September 2019

	Oct '18 - Sep 19	Budget	% of Budget
5844 Helping Hands	91.15	300.00	30.4%
5846 Span Transit Services	0.00	0.00	0.0%
5848 DCFOF	0.00	500.00	0.0%
Total Services	928,854.22	918,304.00	101.1%
Special Events			
6004 Fourth of July Celebration	5,000.00	5,000.00	100.0%
6008 Tree Lighting	5,766.73	5,220.00	110.5%
Total Special Events	10,766.73	10,220.00	105.3%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	92,771.86	85,000.00	109.1%
5904 Electric	29,812.18	28,000.00	106.5%
5906 Gas	1,713.68	2,000.00	85.7%
5908 Street Lighting	33,370.89	30,000.00	111.2%
5910 Telephone	31,686.42	22,800.00	139.0%
5912 Water	12,430.78	15,000.00	82.9%
Total Utilities & Maintenance	201,785.81	182,800.00	110.4%
Total Expense	6,061,299.96	6,190,090.00	97.9%
Net Ordinary Income	-786,721.79	0.00	100.0%
Net Income	-786,721.79	0.00	100.0%

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10/03/19

Accrual Basis

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

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5022 Parks and Rec Improvements				
Bill	09/19/2019	Invoi...	Dunaway	3,650.00
Total 5022 Parks and Rec Improvements				3,650.00
Total Capital Outlay				3,650.00
General Government				
5212 EDC Tax Payment				
Check	09/16/2019	3881	Hickory Creek Economic Development	34,393.96
Total 5212 EDC Tax Payment				34,393.96
5226 Community Cause				
Check	09/17/2019	Debit	CHECKCARD 0916 LAKE CITIES EDUC	1,000.00
Total 5226 Community Cause				1,000.00
Total General Government				35,393.96
Municipal Court				
5332 Warrants Collected				
Bill	09/19/2019	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	4,000.37
Total 5332 Warrants Collected				4,000.37
Total Municipal Court				4,000.37
Police Department				
5602 Auto Gas & Oil				
Check	09/27/2019	Debit	WEX INC DESFLEET DEBI	2,791.85
Total 5602 Auto Gas & Oil				2,791.85
5606 Auto Maintenance & Repair				
Bill	09/11/2019	R.O....	Christian Brothers Automotive	1,711.04
Total 5606 Auto Maintenance & Repair				1,711.04
5612 Computer Hardware/Software				
Bill	09/30/2019	Invoi...	Tyler Technologies	4,194.00
Total 5612 Computer Hardware/Software				4,194.00
5640 Training & Education				
Check	09/10/2019	3876	NCTCOG	1,300.00
Total 5640 Training & Education				1,300.00
Total Police Department				9,996.89
Public Works Department				
5748 Landscaping Services				
Bill	09/06/2019	Invoi...	D & D Commercial Landscape Management	4,977.54

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10/03/19
Accrual Basis

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

Type	Date	Num	Name	Amount
			Total 5748 Landscaping Services	4,977.54
			Total Public Works Department	4,977.54
Services				
5802 Appraisal District				
Bill	09/06/2019	Invoi...	DCAD	2,926.00
			Total 5802 Appraisal District	2,926.00
5804 Attorney Fees				
Bill	09/06/2019	Acct...	Hayes, Berry, White & Vanzant	2,115.00
			Total 5804 Attorney Fees	2,115.00
5808 Codification				
Check	09/12/2019	3879	Municipal Code Corporation	1,492.17
			Total 5808 Codification	1,492.17
5818 Inspections				
Bill	09/11/2019	Invoi...	Vaughn Inspections Plus, LLC	5,015.00
			Total 5818 Inspections	5,015.00
5822 Legal Notices/Advertising				
Bill	09/06/2019	Invoi...	Denton Record Chronicle	1,430.15
			Total 5822 Legal Notices/Advertising	1,430.15
			Total Services	12,978.32
Utilities & Maintenance				
5902 Bldg Maintenance/Supplies				
Check	09/23/2019	3883	Jeff Gutknecht	1,200.00
Bill	09/23/2019	Invoi...	Advantage Mechanical	2,366.78
Check	09/17/2019	Debit	CHECKCARD 0916 WM SUPERCENTER #	2,634.14
			Total 5902 Bldg Maintenance/Supplies	6,200.92
5904 Electric				
Check	09/24/2019	Debit	HUDSON ENERGY SE DESDEBITDEBIT	2,616.99
			Total 5904 Electric	2,616.99
5908 Street Lighting				
Check	09/24/2019	Debit	HUDSON ENERGY SE DESDEBITDEBIT	2,176.45
			Total 5908 Street Lighting	2,176.45
5910 Telephone				
Bill	09/25/2019	Acc...	CenturyLink	1,489.32
			Total 5910 Telephone	1,489.32
			Total Utilities & Maintenance	12,483.68
			Total Expense	83,480.76

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10/03/19

Accrual Basis

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

Type	Date	Num	Name	Amount
Net Ordinary Income				-83,480.76
Net Income				<u>-83,480.76</u>



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276007

ACCOUNT NAME: ANIMAL SHELTER FACILITY

STATEMENT PERIOD: 09/01/2019 - 09/30/2019

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.2461%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 49 DAYS AND THE NET ASSET VALUE FOR 9/30/19 WAS 1.000032.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,441.46
09/30/2019	MONTHLY POSTING	9999888	17.41	9,458.87
	ENDING BALANCE			9,458.87

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,441.46
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	17.41
ENDING BALANCE	9,458.87
AVERAGE BALANCE	9,441.46

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	174.60





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276009

ACCOUNT NAME: HARBOR LANE - SYCAMORE BEND

STATEMENT PERIOD: 09/01/2019 - 09/30/2019

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.2461%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 49 DAYS AND THE NET ASSET VALUE FOR 9/30/19 WAS 1.000032.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			3,291.91
09/30/2019	MONTHLY POSTING	9999888	6.08	3,297.99
	ENDING BALANCE			3,297.99

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	3,291.91
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	6.08
ENDING BALANCE	3,297.99
AVERAGE BALANCE	3,291.91

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	60.81

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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 09/01/2019 - 09/30/2019

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.2461%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 49 DAYS AND THE NET ASSET VALUE FOR 9/30/19 WAS 1.000032.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			3,653,752.95
09/30/2019	MONTHLY POSTING	9999888	6,744.22	3,660,497.17
	ENDING BALANCE			3,660,497.17

MONTHLY ACCOUNT SUMMARY

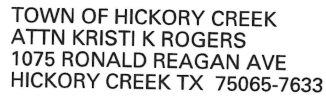
BEGINNING BALANCE	3,653,752.95
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	6,744.22
ENDING BALANCE	3,660,497.17
AVERAGE BALANCE	3,653,752.95

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	1,950,736.41	2,327,220.53	75,773.26

TSL: 30110: 3072987004 00031.00031.CNSTSL01.....LT.....JLT.....0000000230





ACCOUNT: 1668276005

ACCOUNT NAME: RESIDENTIAL STREET & RD IMPROV

STATEMENT PERIOD: 09/01/2019 - 09/30/2019

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.2461%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 49 DAYS AND THE NET ASSET VALUE FOR 9/30/19 WAS 1.000032.

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			161,633.97
09/30/2019	MONTHLY POSTING	9999888	298.34	161,932.31
	ENDING BALANCE			161,932.31

BEGINNING BALANCE	161,633.97
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	298.34
ENDING BALANCE	161,932.31
AVERAGE BALANCE	161,633.97

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
RESIDENTIAL STREET & RD IMPROV	0.00	400,000.00	8,318.04

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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276002

ACCOUNT NAME: TURBEVILLE RD IMPROVEMENT FUND

STATEMENT PERIOD: 09/01/2019 - 09/30/2019

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 2.2461%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 49 DAYS AND THE NET ASSET VALUE FOR 9/30/19 WAS 1.000032.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			211,796.82
09/30/2019	MONTHLY POSTING	9999888	390.92	212,187.74
	ENDING BALANCE			212,187.74

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	211,796.82
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	390.92
ENDING BALANCE	212,187.74
AVERAGE BALANCE	211,796.82

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	3,917.94



Item Attachment Documents:

5. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for uniform services by and between the Town of Hickory Creek, Texas and UniFirst Corporation.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2019-1007-1**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT FOR UNIFORM SERVICES BY AND BETWEEN THE TOWN OF HICKORY CREEK AND UNIFIRST CORPORTION 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 uniform 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 7th day of October, 2019.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

Item Attachment Documents:

6. Consider and act on a Certificate of Completion for the Turbeville-Point Vista Road Reconstruction.

CERTIFICATE OF COMPLETION

Town of Hickory Creek

DATE OF ISSUANCE October 7, 2019

OWNER: Town of Hickory Creek

CONTRACTOR: GRod Construction, LLC

Contract: Executed on April 11, 2018

Project Turbeville-Point Vista Road Reconstruction

Bid No. 2018-01 Engineer's Project No. 32231

This Certificate of Completion applies to all Work under the Contract Documents or to the following specified parts thereof.

To Town of Hickory Creek
OWNER

And to GRod Construction, LLC
CONTRACTOR

The work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and ENGINEER if utilized, and that Work is hereby declared to be complete in accordance with the Contract Documents and accepted by the Hickory Creek Town Council on

October 7, 2019
Date of Acceptance

The Performance bond shall remain in effect at least until 2 year(s) after the Date of Acceptance except as provided otherwise by Laws or Regulations.

The Maintenance bond shall remain in effect at least until 2 year(s) after the Date of Acceptance except as provided otherwise by Laws or Regulations.

CERTIFICATE OF COMPLETION

The following documents are attached and made a part of this Certificate of Completion:

- a) Quantity Verification Sheet (Final Pay Application No. 13, July 2019)
- b) Notarized statement of the Contractor that all subcontractors and suppliers have been paid;
- c) Consent of Surety for final payment; and
- d) Executed Construction Contract Documents dated April 11, 2018

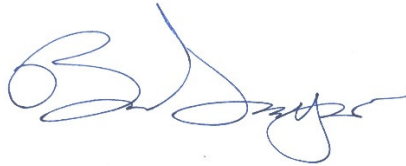
This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete Work in accordance with the Contract Documents.

Executed by ENGINEER or PROJECT ENGINEER on August 29, 2019

Date

Brian Haynes

Engineer



By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Completion on _____

Date

Contractor

By: _____
(Authorized Signature)

PROJECT NUMBER PAY PERIOD FROM PAY PERIOD TO 2018-01 1-Jul-19 31-Jul-19 ATTACHMENT "A" PAYMENT APPLICATION TABULATION OF VALUES FOR ORIGINAL CONTRACT WORK PERFORMED															
Item #	Item Description	Unit	Original Contract Quantity	Original Contract Cost	Change Order Quantity	Overall Contract Quantity	Cost/Unit	Extended Amount	Total Quantity This Estimate	Total Value of This Estimate	Total Quantity Previous Est.	Total Value of Previous Est.	Total Quantity Completed	Total Value of Work Completed	% of Work Completed
Section I - General															
I-1	Project Signs	EA	1.000	\$450.00	0.00	1.00	450.00	\$450.00		\$0.00	1.00	\$450.00	1.00	\$ 450.00	100.00%
I-2	Utility Coordination (Not to Exceed \$10,000)	LS	1.000	\$5,000.00	0.00	1.00	5,000.00	\$5,000.00		\$0.00	1.00	\$5,000.00	1.00	\$ 5,000.00	100.00%
I-3	Erosion and Sediment Control (SWPPP)	LS	1.000	\$4,500.00	0.00	1.00	4,500.00	\$4,500.00		\$0.00	1.00	\$4,500.00	1.00	\$ 4,500.00	100.00%
I-4	Mobilization (5% Max of this Section)	LS	1.000	\$45,000.00	0.00	1.00	45,000.00	\$45,000.00		\$0.00	1.00	\$45,000.00	1.00	\$ 45,000.00	100.00%
I-5	Roadway Preparation	STA	18.000	\$27,000.00	0.00	18.00	1,500.00	\$27,000.00		\$0.00	18.00	\$27,000.00	18.00	\$ 27,000.00	100.00%
I-6	Traffic Control	LS	1.000	\$18,000.00	0.00	1.00	18,000.00	\$18,000.00		\$0.00	1.00	\$18,000.00	1.00	\$ 18,000.00	100.00%
I-7	Construction Staking	STA	18.000	\$6,750.00	0.00	18.00	375.00	\$6,750.00		\$0.00	18.00	\$6,750.00	18.00	\$ 6,750.00	100.00%
I-8	Earthwork (Unclassified Excavation	CY	2,040.000	\$34,680.00	10.00	2050.00	17.00	\$34,850.00		\$0.00	2050.00	\$34,850.00	2050.00	\$ 34,850.00	100.00%
I-9	install traffic signs	EA	16.000	\$7,200.00	0.00	16.00	450.00	\$7,200.00		\$0.00	16.00	\$7,200.00	16.00	\$ 7,200.00	100.00%
I-10	Remove and Dispose Asphalt Pavement and Flatwork	SY	3,300.000	\$16,500.00	0.00	3300.00	5.00	\$16,500.00		\$0.00	3300.00	\$16,500.00	3300.00	\$ 16,500.00	100.00%
I-11	Remove and Dispose Concrete Pavement and Flatwork	SY	1,800.000	\$27,000.00	70.00	1870.00	15.00	\$28,050.00	25.22	\$378.30	1870.00	\$28,050.00	1895.22	\$ 28,428.30	101.35%
I-12	Remove Existing Concrete Pipe	LF	32.000	\$960.00	0.00	32.00	30.00	\$960.00	48.00	\$1,440.00	32.00	\$960.00	80.00	\$ 2,400.00	250.00%
I-13	Reinforced concrete pavement (8") 4,000 psi)	SY	8,470.000	\$448,910.00	0.00	8470.00	53.00	\$448,910.00		\$0.00	8470.00	\$448,910.00	8470.00	\$ 448,910.00	100.00%
I-14	Monolithic concrete curb (6") (4,400 psi)	LF	3,900.000	\$15,600.00	25.00	3925.00	4.00	\$15,700.00		\$0.00	3925.00	\$15,700.00	3925.00	\$ 15,700.00	100.00%
I-15	Cement treated subgrade (8")	SY	9,975.000	\$58,852.50	0.00	9975.00	5.90	\$58,852.50		\$0.00	9975.00	\$58,852.50	9975.00	\$ 58,852.50	100.00%
I-16	Cement slurry (4%) (24 Lbs/Sy)	TON	120.000	\$25,320.00	0.00	120.00	211.00	\$25,320.00		\$0.00	120.00	\$25,320.00	120.00	\$ 25,320.00	100.00%
I-17	Hot-Mix Asphalt (Type-B) (110Lbs/Sy/In)	TON	275.000	\$31,075.00	0.00	275.00	113.00	\$31,075.00		\$0.00	50.00	\$5,650.00	50.00	\$ 5,650.00	18.18%
I-18	Hot-Mix Asphalt (Type-D) (110Lbs/Sy/In)	TON	135.000	\$15,525.00	0.00	135.00	115.00	\$15,525.00		\$0.00	25.00	\$2,875.00	25.00	\$ 2,875.00	18.52%
I-19	Concrete pavers (Media Nose)	SY	120.000	\$19,800.00	0.00	120.00	165.00	\$19,800.00		\$0.00	120.00	\$19,800.00	120.00	\$ 19,800.00	100.00%
I-20	Connect to existing pavement	LF	450.000	\$4,500.00	0.00	450.00	10.00	\$4,500.00		\$0.00	450.00	\$4,500.00	450.00	\$ 4,500.00	100.00%
I-21	Concrete sidewalk	SY	430.000	\$20,640.00	0.00	430.00	48.00	\$20,640.00	41.22	\$1,978.56	430.00	\$20,640.00	471.22	\$ 22,618.56	109.59%
I-22	Barrier Free Ramp	EA	8.000	\$8,000.00	0.00	8.00	1,000.00	\$8,000.00		\$0.00	8.00	\$8,000.00	8.00	\$ 8,000.00	100.00%
I-23	Adjust water valve	EA	9.000	\$3,600.00	0.00	9.00	400.00	\$3,600.00		\$0.00	9.00	\$3,600.00	9.00	\$ 3,600.00	100.00%
I-24	Adjust fire hydrant	EA	1.000	\$2,400.00	0.00	1.00	2,400.00	\$2,400.00		\$0.00	1.00	\$2,400.00	1.00	\$ 2,400.00	100.00%
I-25	Adjust Water Meter	EA	1.000	\$420.00	0.00	1.00	420.00	\$420.00		\$0.00	1.00	\$420.00	1.00	\$ 420.00	100.00%
I-26	Adjust Sewer Manhole replace ring cover per LCMUA	EA	3.000	\$4,125.00	0.00	3.00	1,375.00	\$4,125.00		\$0.00	3.00	\$4,125.00	3.00	\$ 4,125.00	100.00%
I-27	Adjust Storm sewer manhole	EA	2.000	\$1,400.00	0.00	2.00	700.00	\$1,400.00		\$0.00	2.00	\$1,400.00	2.00	\$ 1,400.00	100.00%
I-28	Remove Existing Traffic signs	EA	10.000	\$1,000.00	0.00	10.00	100.00	\$1,000.00		\$0.00	10.00	\$1,000.00	10.00	\$ 1,000.00	100.00%
I-29	Solaroe RFS-D158-L-5-4K4-A (street Light)	EA	4.000	\$68,000.00	0.00	4.00	17,000.00	\$68,000.00		\$0.00	4.00	\$68,000.00	4.00	\$ 68,000.00	100.00%
I-30	Solaroe RFS-D158-LR2M-4K4-B (street light)	EA	4.000	\$68,000.00	0.00	4.00	17,000.00	\$68,000.00		\$0.00	4.00	\$68,000.00	4.00	\$ 68,000.00	100.00%
I-31	Thermoplastic Type 1 PAV MRK (W) 24" sld stop bar	LF	160.000	\$1,120.00	0.00	160.00	7.00	\$1,120.00		\$0.00	160.00	\$1,120.00	160.00	\$ 1,120.00	100.00%
I-32	Thermoplastic Type1 pav mrk (W) 4" Sld CNT STR	LF	555.000	\$666.00	0.00	555.00	1.20	\$666.00		\$0.00	555.00	\$666.00	555.00	\$ 666.00	100.00%
I-33	Thermoplastic Type1 pav mrk (W)4" Bkn CNT STR	LF	915.000	\$503.25	0.00	915.00	0.55	\$503.25		\$0.00	915.00	\$503.25	915.00	\$ 503.25	100.00%
I-34	Thermoplastic Type1 pav mrk (Y) 4" Sld Stripe	LF	1,620.000	\$1,944.00	0.00	1620.00	1.20	\$1,944.00		\$0.00	1620.00	\$1,944.00	1620.00	\$ 1,944.00	100.00%
I-35	Thermoplastic Type1 pav mrk (W) 4" Sld MED STR	LF	520.000	\$624.00	0.00	520.00	1.20	\$624.00		\$0.00	520.00	\$624.00	520.00	\$ 624.00	100.00%
I-36	Thermoplastic Type1 pav mrk (Y) 4" Sld MED STR	LF	615.000	\$2,921.25	0.00	615.00	4.75	\$2,921.25		\$0.00	615.00	\$2,921.25	615.00	\$ 2,921.25	100.00%
I-37	Thermoplastic Type1 psv mrk (W) Arrow SLD	EA	14.000	\$2,380.00	0.00	14.00	170.00	\$2,380.00		\$0.00	14.00	\$2,380.00	14.00	\$ 2,380.00	100.00%
I-38	Concrete Rip-Rap (4" thick)	SY	6.000	\$1,200.00	0.00	6.00	200.00	\$1,200.00		\$0.00	6.00	\$1,200.00	6.00	\$ 1,200.00	100.00%
I-39	Reinforced Concrete Pipe (Cl. III) (24")	LF	518.000	\$51,800.00	0.00	518.00	100.00	\$51,800.00	48.00	\$4,800.00	518.00	\$51,800.00	566.00	\$ 56,600.00	109.27%
I-40	4'x4' Concrete Junction Box	EA	2.000	\$9,000.00	0.00	2.00	4,500.00	\$9,000.00		\$0.00	2.00	\$9,000.00	2.00	\$ 9,000.00	100.00%
I-41	Concrete Collar (48")	EA	2.000	\$2,000.00	0.00	2.00	1,000.00	\$2,000.00		\$0.00	2.00	\$2,000.00	2.00	\$ 2,000.00	100.00%
I-42	10-Foot curb inlet	EA	2.000	\$9,600.00	0.00	2.00	4,800.00	\$9,600.00		\$0.00	2.00	\$9,600.00	2.00	\$ 9,600.00	100.00%
I-43	Construction Entrance	EA	1.000	\$1,800.00	0.00	1.00	1,800.00	\$1,800.00		\$0.00	1.00	\$1,800.00	1.00	\$ 1,800.00	100.00%
I-44	Temporary Sediment Control Fence	LF	2,960.000	\$5,920.00	0.00	2960.00	2.00	\$5,920.00		\$0.00	2960.00	\$5,920.00	2960.00	\$ 5,920.00	100.00%
I-45	Inlet Protection	EA	2.000	\$280.00	0.00	2.00	140.00	\$280.00		\$0.00	2.00	\$280.00	2.00	\$ 280.00	100.00%
I-46	Topsoil (4")	SY	4,700.000	\$21,150.00	75.00	4775.00	4.50	\$21,487.50		\$0.00	4775.00	\$21,487.50	4775.00	\$ 21,487.50	100.00%
I-47	Sodding	SY	4,700.000	\$25,850.00	75.00	4775.00	5.50	\$26,262.50		\$0.00	4775.00	\$26,262.50	4775.00	\$ 26,262.50	100.00%
I-48	Remove and Dispose of Barbed Wire Fence	LF	1,460.000	\$1,460.00	0.00	1460.00	1.00	\$1,460.00		\$0.00	1460.00	\$1,460.00	1460.00	\$ 1,460.00	100.00%
I-49	Install 5-strand Barbed Wire Fence	LF	1,020.000	\$7,140.00	0.00	1020.00	7.00	\$7,140.00		\$0.00		\$0.00	0.00	\$ -	0.00%
I-50	Install welded pipe & 5-strand cable fence (PVst)	LF	250.000	\$8,750.00	0.00	250.00	35.00	\$8,750.00		\$0.00	250.00	\$8,750.00	250.00	\$ 8,750.00	100.00%
I-51	Cedar Elm	EA	6.000	\$3,600.00	0.00	6.00	600.00	\$3,600.00		\$0.00	6.00	\$3,600.00	6.00	\$ 3,600.00	100.00%
I-52	Texas Redbud	EA	6.000	\$3,600.00	0.00	6.00	600.00	\$3,600.00		\$0.00	6.00	\$3,600.00	6.00	\$ 3,600.00	100.00%
I-53	Weeping Love Grass	EA	160.000	\$4,000.00	0.00	160.00	25.00	\$4,000.00		\$0.00	160.00	\$4,000.00	160.00	\$ 4,000.00	100.00%
I-53	Asian Jasmine	EA	973.000	\$11,676.00	0.00	973.00	12.00	\$11,676.00		\$0.00	973.00	\$11,676.00	973.00	\$ 11,676.00	100.00%
I-54	Bermuda Sod	SF	2,795.000	\$2,795.00	0.00	2795.00	1.00	\$2,795.00		\$0.00	2795.00	\$2,795.00	2795.00	\$ 2,795.00	100.00%
I-55	Median Irrigation	LS	1.000	\$25,000.00	0.00	1.00	25,000.00	\$25,000.00		\$0.00	1.00	\$25,000.00	1.00	\$ 25,000.00	100.00%
V-1	Remove and Replace Wooden Fence	LF	0.000	\$0.00	147.00	147.00	45.00	\$6,615.00		\$0.00	147.00	\$6,615.00	147.00	\$ 6,615.00	100.00%
V-2	Concrete Pavement	SY	0.000	\$0.00	120.00	120.00	48.00	\$5,760.00		\$0.00	120.00	\$5,760.00	120.00	\$ 5,760.00	100.00%

PROJECT NUMBER 2018-01 PAY PERIOD FROM 1-Jul-19 PAY PERIOD TO 31-Jul-19ATTACHMENT "A" PAYMENT APPLICATION TABULATION OF VALUES FOR ORIGINAL CONTRACT WORK PERFORMED															
Item #	Item Description	Unit	Original Contract Quantity	Original Contract Cost	Change Order Quantity	Overall Contract Quantity	Cost/Unit	Extended Amount	Total Quantity This Estimate	Total Value of This Estimate	Total Quantity Previous Est.	Total Value of Previous Est.	Total Quantity Completed	Total Value of Work Completed	% of Work Completed
V-3	6" Concrete pavement (Driveway)(4,400 psi)	SY	0.000	\$0.00	35.00	35.00	55.00	\$1,925.00		\$0.00	35.00	\$1,925.00	35.00	\$ 1,925.00	100.00%
V-4	6" Flexbase	SY	0.000	\$0.00	50.00	50.00	25.00	\$1,250.00		\$0.00	50.00	\$1,250.00	50.00	\$ 1,250.00	100.00%
V-5	Concrete Flume	SY	0.000	\$0.00	21.00	21.00	120.00	\$2,520.00		\$0.00	21.00	\$2,520.00	21.00	\$ 2,520.00	100.00%
V-6	7'x5' Diamond Plate	EA	0.000	\$0.00	1.00	1.00	1,200.00	\$1,200.00		\$0.00	1.00	\$1,200.00	1.00	\$ 1,200.00	100.00%
V-7	12" Rock Riprap	SY	0.000	\$0.00	8.00	8.00	200.00	\$1,600.00		\$0.00	8.00	\$1,600.00	8.00	\$ 1,600.00	100.00%
I-1	2" PVC Conduit	LF	0.000	\$0.00	660.00	660.00	5.00	\$3,300.00		\$0.00	660.00	\$3,300.00	660.00	\$ 3,300.00	100.00%
I-2	Cable To Match Existing (AWG #12, #8 & #4)	LF	0.000	\$0.00	660.00	660.00	13.00	\$8,580.00		\$0.00	660.00	\$8,580.00	660.00	\$ 8,580.00	100.00%
I-3	Pull Boxes W/ Concrete Apron to Match Existing	EA	0.000	\$0.00	2.00	2.00	1,100.00	\$2,200.00		\$0.00	2.00	\$2,200.00	2.00	\$ 2,200.00	100.00%
I-4	Relocate Existing Traffic Signal Box	EA	0.000	\$0.00	1.00	1.00	2,800.00	\$2,800.00		\$0.00	1.00	\$2,800.00	1.00	\$ 2,800.00	100.00%
I-5	12" Waterline Relocation	LS	0.000	\$0.00	1.00	1.00	5,250.00	\$5,250.00		\$0.00	1.00	\$5,250.00	1.00	\$ 5,250.00	100.00%
Section II - Point Vista Road															
I-1	Sidewalk (4") (3000 PSI)	SY	0.000	\$0.00	1199.00	1199.00	\$48.00	\$57,552.00		\$0.00	1199.00	\$57,552.00	1199.00	\$ 57,552.00	100.00%
I-2	TxDot Curb Ramp Type 2 (3000 PSI)	EA	0.000	\$0.00	1.00	1.00	\$1,000.00	\$1,000.00		\$0.00	1.00	\$1,000.00	1.00	\$ 1,000.00	100.00%
I-3	Cross Walk Pavement Markings	EA	0.000	\$0.00	1.00	1.00	\$250.00	\$250.00		\$0.00	1.00	\$250.00	1.00	\$ 250.00	100.00%
I-4	Remove Ex. Ramp Landing	EA	0.000	\$0.00	3.00	3.00	\$250.00	\$750.00		\$0.00	3.00	\$750.00	3.00	\$ 750.00	100.00%
I-5	TxDOT Curb Ramp Type 7	EA	0.000	\$0.00	1.00	1.00	\$800.00	\$800.00		\$0.00	1.00	\$800.00	1.00	\$ 800.00	100.00%
Section III - Ronald Reagan Ave															
I-1	Sidewalk (4") (3000 PSI)	SY	0.000	\$0.00	590.00	590.00	\$48.00	\$28,320.00		\$0.00	590.00	\$28,320.00	590.00	\$ 28,320.00	100.00%
I-2	TxDOT Curb Ramp Type 2 (3000 PSI)	EA	0.000	\$0.00	1.00	1.00	\$1,000.00	\$1,000.00		\$0.00	1.00	\$1,000.00	1.00	\$ 1,000.00	100.00%
I-3	Cross Walk Pavement Markings	EA	0.000	\$0.00	1.00	1.00	\$250.00	\$250.00	1.00	\$250.00		\$0.00	1.00	\$ 250.00	100.00%
I-4	Remove Ex. Ramp Landing	EA	0.000	\$0.00	2.00	2.00	\$250.00	\$500.00		\$0.00	2.00	\$500.00	2.00	\$ 500.00	100.00%
I-5	Retaining Wall with Integral Sidewalk (3000 PSI)	SF	0.000	\$0.00	375.00	375.00	\$30.00	\$11,250.00		\$0.00	375.00	\$11,250.00	375.00	\$ 11,250.00	100.00%
Section II - Subtotal				\$1,196,987.00				\$1,343,729.00		\$8,846.86		\$1,298,264.00		\$ 1,307,110.86	97.27%
				\$1,196,987.00				\$1,343,729.00		\$8,846.86		\$1,298,264.00		\$1,307,110.86	
										\$8,404.52		\$1,233,350.80			
														TOTAL CONTRACT AMOUNT	\$1,343,729.00
														TOTAL CONTRACT PERFORMED TO DATE	\$1,307,110.86

SECTION 00 65 19.13

AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

STATE OF TEXAS

COUNTY OF Wise

AFFIDAVIT

THAT I, the undersigned, being duly sworn, say that I was the Contractor for the performance of certain work entered into the 23rd day of April, 2018, between the City of Hickory Creek, Texas and GRod Construction, LLC. for construction of Turbeville & Point Vista Road Reconstruction project.

KNOW ALL MEN BY THESE PRESENTS

1. The undersigned hereby certifies the improvements on the aforementioned project have been fully and satisfactorily completed in conformity with the contract.
2. The undersigned further certifies that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of said contract and that the wage rates paid by Contractor and all Subcontractors were in conformity with the contract provisions relating to said wage rates.
3. The undersigned further certifies that there are no claims of subcontractors or materials suppliers for unpaid bills for labor or materials and supplies furnished in the course of the contract.

CERTIFIED TRUE AND CORRECT

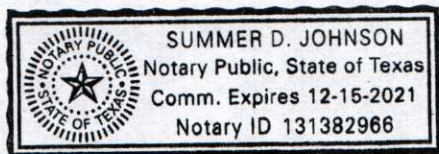
Guillermo Rodriguez
Contractor

STATE OF TEXAS

COUNTY OF Wise

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Guillermo Rodriguez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13 day of September, A.D., 20 19.



Summer Johnson
Notary Public in and for

Wise County, Texas

My Commission Expires 12-15-2021

(SEAL)

November 2018

Project CWAC1700222

Affidavit Of Payment Of Debts And Claims

00 65 19.13 - 1

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

AIA DOCUMENT G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER ☐

BOND # 1001095307

PROJECT: Turbeville - Point Vista Road Reconstruction Bid/Sol # 2018-01
(name, address)

TO: (Owner)
Town of Hickory Creek,
1075 Ronald Reagan Ave.
Hickory Creek, TX 75065
CONTRACTOR:

CONTRACT FOR: Construction of 1760 FT of Turbeville, Point Vista Rd
CONTRACT DATE:

GRod Construction, LLC

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

American Contractors Indemnity Company dba Texas Bonding Company
801 South Figuerora Street, Suite 700
Los Angeles, CA 90017

,SURETY COMPANY,

on bond of
(here insert name and address of Contractor)

GRod Construction, LLC
889 E. Rock Island Ave.
Boyd, TX 76023

,CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety company of any of its obligations to
(here insert name and address of Owner)

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

,OWNER,

as set forth in the said Surety Company's bond

IN WITNESS WHEREOF,

The Surety Company has hereunto set its hand this 30th day of August, 2019.

American Contractors Indemnity Company dba Texas Bonding

Surety Company

Signature of Authorized Representative

Attest
(seal): Elena Sells

Witness

Jennifer Picchi
Title

Attorney-in-Fact

Attorney-in-Fact



**TOKIOMARINE
HCC**

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Steven W. Lewis, Kathy Sells, Lanny Land, Elena Sells or Jennifer Picchi of Grapevine, Texas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Fifteen Million***** Dollars (***\$15,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 30th day of August, 2019.

Corporate Seals

Bond No. 1001095307

Agency No. 18799



Kio Lo, Assistant Secretary

Item Attachment Documents:

7. Consider and act on an ordinance annexing the hereinafter described territory to Town of Hickory Creek, Denton County, Texas, and extending the boundary limits of said Town so as to include a certain 3.086 acre tract of land owned by the Town of Hickory Creek situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas within said town limits, and granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the town; adopting a service plan; and providing an effective date.

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2019-10-834**

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID TOWN SO AS TO INCLUDE A CERTAIN 3.086 ACRE TRACT OF LAND OWNED BY THE TOWN OF HICKORY CREEK SITUATED IN THE M.E.P. & P.R.R. CO. SURVEY, ABSTRACT NO. 915, DENTON COUNTY, TEXAS WITHIN SAID TOWN LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE TOWN; ADOPTING A SERVICE PLAN; 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, Chapter 43 of the Texas Local Government Code of the Town of Hickory Creek, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state.

WHEREAS, the procedures prescribed by the Texas Local Government Code and the laws of this state have been duly followed with respect to the following described territory more particularly described in Exhibit "A" which is attached hereto and incorporated herein.

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

1. That the heretofore described property is hereby annexed to the Town of Hickory Creek, Denton County, Texas, and that the boundary limits of the Town of Hickory Creek be and the same are hereby extended to include the above described territory within the Town limits of the Town of Hickory Creek, and the same shall hereafter be included within the territorial limits of said Town, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the Town of Hickory Creek and they shall be bound by the acts, ordinances, resolutions, and regulations of said Town.
2. A service plan for the area is hereby adopted and attached as Exhibit "B."
3. The Town Secretary is hereby directed to file with the County Clerk of Denton County, Texas, a certified copy of this ordinance.
4. This ordinance shall become effective from and after its date of adoption and publication as provided by law, and it is so ordained.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas,
this 7th day of October, 2019.

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

ATTEST:

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

APPROVED AS TO FORM:

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

EXHIBIT A

Being a tract of land in the MEP&P RR CO Survey, Abstract No. 915, Denton County, Texas, being a part of that called 10.14 acre tract of land described in Warranty Deed to the Lennon II Family Limited Partnership, as recorded in Document No. 96-R0046257 in the Deed Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch found iron rod with cap stamped "TNP" for the common southwest corner of said 10.14 acre tract of land, the southeast corner of that called 0.1411 acre tract of land described in Right-of-Way Deed to the City of Corinth as recorded in Document No. 2011-73086 in the Official Records of Denton County, Texas (O.R.D.C.T.), the northwest corner of that called 3.2515 acre tract of land described in Special Warranty Deed to Alan Harvey Goldfield 1/2 interest, and Shirley Mae Goldfield 1/2 interest as recorded in Document No. 2013-57560 O.R.D.C.T., and being on the east right-of-way line of Park Ridge Drive (variable width right-of-way);

THENCE North 12 degrees 30 minutes 08 seconds West, along said east right-of-way line, a distance of 101.89 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with HALFF cap") for corner;

THENCE North 88 degrees 33 minutes 10 seconds East, departing said east right-of-way line, a distance of 1,354.20 feet to a 1/2-inch set iron rod with "HALFF" cap for corner on the common east line of said 10.14 acre tract of land and the west line of that called 37.4620 acre tract of land described in Special Warranty Deed to Alan Harvey Goldfield 1/2 interest, and Shirley Mae Goldfield 1/2 interest as recorded in Document No. 2013-58239 O.R.D.C.T.;

THENCE South 01 degree 24 minutes 06 seconds East, along said common line, a distance of 70.00 feet to a 1/2-inch set iron rod with "HALFF" cap for the common southwest corner of said 37.4620 acre tract of land and an ell corner of said 3.2515 acre tract of land;

THENCE South 00 degrees 22 minutes 00 seconds East, departing said common line, a distance of 30.01 feet to a found iron rod with aluminum cap stamped "SURVEY MARKER DO NOT DISTURB" for the common southeast corner of said 10.14 acre tract of land and an ell corner of said 3.2515 acre tract of land;

THENCE South 88 degrees 33 minutes 10 seconds West, along the common south line of said 10.14 acre tract of land and a north line of said 3.2515 acre tract of land, a distance of 1,334.04 feet to the POINT OF BEGINNING AND CONTAINING 134,431 square feet or 3.086 acres of land, more or less.

EXHIBIT B
TOWN OF HICKORY CREEK SERVICE PLAN

I. ANNEXED AREA

Approximately 3.086 acre tract or tracts of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 915, Denton County, Texas.

II. INTRODUCTION

This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.012; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed areas described above ("Annexed Area") will be provided or made available on behalf of the Town of Hickory Creek (hereinafter the "Town") in accordance with the following service plan. The Town of Hickory Creek shall provide the Annexed Area the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the Town with similar topography, land use, and population density.

III. AD VALOREM (PROPERTY OWNER) TAX SERVICES

A. Police Protection

Police protection from the Town of Hickory Creek Police Department shall be provided to the Annexed Area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the ordinance. Some of these services include:

1. Normal patrol and responses;
2. Handling of complains and incident reports;
3. Special units, such as traffic enforcement and investigations; and
4. Coordination with other public safety support agencies.

Police protection will be provided at a level consistent with other similarly situated areas within the town limits.

B. Fire Protection

The Town contracts through an interlocal agreement for fire protection with the Lake Cities Fire Department. The Department will provide emergency and fire prevention services to the Annexed Area. These services include:

1. Fire suppression and rescue;
2. Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
3. Hazardous materials response and mitigation;
4. Emergency prevention and public education efforts;
5. Technical rescue response; and
6. Construction Plan Review and required inspections.

Fire protection from the Lake Cities Fire Department shall be provided to the Annexed Area at a level consistent with current methods and procedures presently provided to similar areas of the Town on the effective date of the ordinance.

Fire protection will be provided at a level consistent with similarly situated areas within the city limits.

C. Emergency Medical Services

The Town contracts through an interlocal agreement for emergency medical services (EMS) with the Lake Cities Fire Department. The Department will provide emergency and safety services to the Annexed Area on the effective date of the annexation. These services include:

1. Emergency medical dispatch and pre-arrival First Aid instructions;
2. Pre-hospital emergency Advanced Life Support (ALS) response; and transport; and
3. Medical rescue services.

EMS will be provided at a level consistent with similarly situated areas within the city limits.

D. Solid Waste

Solid Waste and Recycling Collection Services will be provided to the Annexed Area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the Town. Private solid waste collection service providers operating in the Annexed Area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code.

E. Wastewater Facilities

Publicly provided wastewater service is within service areas of Lake Cities Municipal Utility Authority. LCMUA currently serves the area with wastewater services.

Operation and maintenance of wastewater facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

F. Water Facilities

The proposed annexed area is within service areas of Lake Cities Municipal Utility Authority. LCMUA currently serves the area with wastewater services.

Operation and maintenance of water facilities in the annexed areas that are within the service area of another water utility will be responsibility of that utility.

Existing developments, business or homes that are on individual water wells or private water systems will be allowed to continue to remain on these systems until a request for water service is made to LCMUA. These requests for service will be handled in accordance with the applicable utility service line extension and connection policies currently in place at the time the request for service is received.

G. Road and Streets

Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the Town's annual program and in accordance with the current policies and procedures defined by the ordinance and/or as established by the Town Council.

Any construction or reconstruction will be considered within the annexed area on a Town-wide basis and within the context of the Town's CIP and/or yearly fiscal budgetary allotments by the Town Council.

Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the Town Council. If a sign remains, it will be reviewed and placed on the Town's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the Town Council.

H. Parks, Playgrounds, Swimming Pools

Residents within the Annexed Area may utilize all existing Town parks and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

As development commences in the Annexed Area, additional park and recreation facilities shall be constructed based on park policies defined in the Town's Comprehensive Plan. The general planned locations and classifications of parks will ultimately serve residents from the current Town limits and residents from areas being considered for annexation.

I. Publicly Owned Facilities

Any publicly owned facility, building, or service located within the Annexed Area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the Town on the effective date of the annexation ordinance.

J. Other services

Other services that may be provided by the Town, such as municipal and general administration will be made available on the effective date of the annexation. The Town shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the Town with similar topography, land use, and population density similar to those reasonably contemplated or projected in the Annexed Area.

IV. UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

Nothing in this Service Plan shall require the Town to provide a uniform level of full municipal services to each area of the Town, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service.

V. TERM

This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the Town Council.

VI. AMENDMENTS

This Service Plan may be amended if the Town Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The Town Council may amend the Service Plan to conform to the changed conditions or subsequent occurrences pursuant to Texas Local Government Code, Section 43.056.

Item Attachment Documents:

8. Discussion regarding development of a 24.31 acre tract of land situated in the H. H. Swisher Survey, Abstract No. 1220.

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is executed between AS Gold, LP ("Owner") and the Town of Hickory Creek, Texas (the "Town") to be effective November 15, 2011 (the "Effective Date"). This Agreement amends and replaces in its entirety that certain Development Agreement between Owner and the Town effective on July 19, 2011.

ARTICLE I

RECITALS

WHEREAS, the Town is a general law city of the State of Texas; and

WHEREAS, Owner is a Texas limited partnership; and

WHEREAS, Owner and the Town are sometimes individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, Owner is the owner of an approximately 138-acre tract of land located in Denton County, Texas (the "County") and described on **Exhibit A** (the "Property"); and

WHEREAS, the Property is located within the extraterritorial jurisdiction ("ETJ") of the Town and not within the ETJ or corporate limits of any other town or city; and

WHEREAS, the Parties intend for the Property to be developed within the Town's ETJ and to be immune from full-purpose annexation by the Town for the term of, and as otherwise provided by, this Agreement; and

WHEREAS, the Parties intend for a special district or a public improvement district to be created to include all or a portion of the Property in order to help fund needed infrastructure, including road improvements and water and sewer infrastructure; and

WHEREAS, the Parties intend that this Agreement be a development agreement as provided for by Section 212.172 of the Texas Local Government Code; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 et seq. of the Texas Local Government Code.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE II

DEVELOPMENT REGULATIONS

2.1 Governing Regulations. Development of the Property shall be governed solely by the following regulations (collectively, the "Governing Regulations"):

- (a) the Plan for Development described on Exhibit C;
- (b) Ordinance No. 86-11-115, as amended through the Effective Date (the "Subdivision Regulations");
- (c) the building code regulations of the Town, as they currently exist or may be amended (collectively, the "Building Codes") provided such Building Codes are adopted by the Town and uniformly applied to, and enforced against, all property within the Town's corporate limits, regardless of land use, zoning, land ownership, density, or any other factor distinguishing one property from another; and
- (d) Article 3.08 of the Town Code of Ordinance, as amended through the Effective Date (the "Sign Regulations").

2.2 Exclusive Regulations. The Governing Regulations shall be the exclusive Town regulations applicable to the Property. No other ordinances, resolutions, rules, regulations, plans, or policies of the Town shall apply to the use or development of the Property. Notwithstanding anything to the contrary in the Subdivision Regulations, plat approval shall not be conditioned upon compliance with the Town's comprehensive plan, zoning ordinance, or any other city plans, policies, or regulations incorporated by reference into the Subdivision Regulations. The Property shall not be subject to any amendments to the Subdivision Regulations or Sign regulations that the Town adopts after the Effective Date. Notwithstanding anything to the contrary in the Subdivision Regulations, development of the Property shall not be subject to the payment of any impact fees unless such fees are adopted and assessed in strict compliance with Chapter 395, Texas Local Government Code, as amended.

2.3 Conflict. In the event of a conflict between the Plan for Development and the Subdivision Regulations or the Sign Regulations, the Plan for Development described on Exhibit C shall control.

ARTICLE III

PLATTING AUTHORITY

Pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the Parties intend that the Town shall have and exercise exclusive jurisdiction over the review and approval of preliminary and final plats, and the design, construction, installation, and inspection of all public infrastructure necessary for the development of the Property, and that the County shall have and exercise no jurisdiction over such matters during the term of this Agreement.

ARTICLE IV

TERM OF AGREEMENT

The term of this Agreement shall be 15 years after the Effective Date with one five year automatic renewal period (the "Term"). Subsequent renewals are subject to approval by Owner and the Town.

ARTICLE V

CONSENT TO DISTRICT/PID CREATION

5.1 Consent to District Creation. This Agreement constitutes the irrevocable and unconditional consent of the Town to the creation to the following types of districts covering the Property or any portion thereof (the "District"): a water control and improvement district (a "WCID") pursuant to the authority of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 51, Texas Water Code, as amended; a municipal utility district (a "MUD") pursuant to the authority of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended; and a special district created by special law of the Texas Legislature, that may have some or all of the powers of a municipal management district, a WCID, and a MUD. The Town further consents to:

(a) the expansion of the authority of the WCID (by petition to and approval of the TCEQ or otherwise) to include the design, construction, operation, maintenance, and repair of wastewater treatment facilities and improvements and drainage facilities and improvements (both within and outside the boundaries of the WCID);

(b) an expansion of the authority of the MUD (by petition to and approval of the TCEQ or otherwise) to include road utility district powers pursuant to Chapter 441, Texas Transportation Code, as amended;

(c) expansions, from time to time, of the authority of the District (by special acts of the Texas legislature or otherwise) to include road powers (both within and outside the boundaries of the District) or other powers authorized by the Texas Constitution or by the laws of the State of Texas, as amended; and

(d) the division of the District into defined areas (but not the annexation of land other than the Property into the District without prior Town consent).

5.2 Consent to the PID Creation. Upon receipt of a petition that is in compliance with Texas Local Government Code Chapter 372, the Town shall consent to the creation of one or more public improvement districts (a "PID") covering the Property or any portion thereof. The purpose of the PID is (a) to design, construct, install, operate, maintain, and repair roadway improvements to serve the Property (both within and outside the boundaries of the PID) to the extent the District does not have or acquire the authority to do so, (b) to design, construct, install, operate, maintain, and repair other public improvements authorized by the Texas Local Government Code and hereafter approved by the Town Council, (c) to operate, maintain and repair parks, open space, and other common areas and amenities within the PID,

and (d) to finance any of the foregoing activities through the levy and collection of special assessments against the Property, including the issuance of PID bonds secured by such special assessments and by other legally available sources of bond security. Notwithstanding the foregoing, however, Owner acknowledges that the creation of the PID requires compliance with the provisions of the Texas Local Government Code which, in turn, requires the exercise by the Town of its governmental discretion.

5.3 Consent Ordinances; Other Documents. The Town agrees, at no cost to the Town, to adopt such further ordinances and execute such further documents as may reasonably be requested by Owner, the TCEQ, the Texas Attorney General, or the District to evidence the Town's consents as set forth in this Agreement and in the Consent Ordinance. Owner agrees to reimburse or cause the District to reimburse the Town for reasonable and necessary costs associated with such further documents. Owner agrees to cause the District, during the District's first Board meeting, to take action by resolution to confirm that it has assumed all obligations of the District under this Agreement.

5.4 No Limitation of Powers. Nothing in this Article V is intended to limit, impair, or conflict with the authority of or powers granted to the District by the Texas Constitution, Texas Water Code, Texas Local Government Code, or any other current or future statute applicable to such districts. Owner acknowledges and agrees to cause the District to acknowledge that: (a) for the purposes of limited purpose annexation or otherwise, the Town will not be obligated for any District expenditure or debt; (b) none of the Property will be released to another city by the Town for annexation; and (c) no land other than the Property can be annexed into the District without Town consent.

5.5 Full Satisfaction. The consents contained in this Article V and in the Consent Ordinance (the "District Consents") are given by the Town in full satisfaction of any requirements for district consents contained in any statute or otherwise required by law, rule, regulation or policy including, but not limited to, consents required by the Texas Water Code, as amended, the Texas Local Government Code, as amended, any rules, regulations, or policies of the TCEQ, or any rules, regulations, or policies of the Texas Attorney General.

ARTICLE VI

JURISDICTIONAL STATUS

6.1 Immunity from Annexation. Except as otherwise provided in Section 6.2 below, the Property shall remain in the ETJ of the Town and be immune from full purpose annexation by the Town for the Term.

6.2 Strategic Partnership Agreement.

(a) Owner agrees that the Town shall have the right to annex those areas of the Property that are intended for retail development (the "Retail Property") for the sole and limited purpose of allowing the Town to impose sales and use taxes within the boundaries of such retail areas pursuant to Section 43.0751, Texas Local Government Code. The terms and conditions upon which such limited purpose annexations may occur shall be set forth in a strategic partnership agreement between the District and the Town consistent with this

Section 6.2. Pursuant to such strategic partnership agreement, the Town shall be entitled to receive 100 percent of the municipal sales and use tax collected. The term of the strategic partnership agreement shall be at least as long as the remaining Term of this Agreement, including any renewal period applicable to this Agreement. No limited purpose annexation pursuant to the Strategic Partnership Agreement shall affect, in any way, the ETJ status of the Property; and, notwithstanding any limited purpose annexation, the areas annexed, as well as the remainder of the Property, shall continue to be located within the ETJ of the Town for purposes of this Agreement.

(b) If the District is not created or if the Retail Property is not included within the boundaries of the District, Owner may, at its option, petition the Town for the voluntary full purpose annexation of the Retail Property, in which case the Town agrees to annex the Retail Property. Regardless of whether the Retail Property remains in the ETJ pursuant to the limited purpose annexation described in Section 6.2(a) or whether Owner petitions for voluntary full purpose annexation, the Town hereby grants 40 percent of the municipal sales and use tax collected from the Retail Property to Owner, pursuant to Chapter 380, Texas Local Government Code (the "380 Grant"). The 380 Grant term will commence upon the Effective Date and continue for the remaining Term of this Agreement (including any renewal period). The City acknowledges that the purpose of the 380 Grant is to promote state or local economic development and to stimulate business and commercial activity in the Town.

(c) Concurrently with the Parties' execution of this Agreement, Owner shall deliver an executed deed to the Town dedicating that certain tract of land described on Exhibit D to the Town for public right-of-way uses (the "Economic Development Road"). The form of such deed shall comply with the form attached as Exhibit E. Owner's dedication of the Economic Development Road shall be the sole performance standard required of Owner as a condition to receiving the 380 Grant. If Owner fails to dedicate the Economic Development Road, the 380 Grant shall terminate. If the Town fails to pay the 380 Grant consistent with the terms of this Agreement, or fails to fully construct and accept a two-lane roadway within the right-of-way to be granted under this paragraph within 7 years after dedication of such right-of-way, the Economic Development Road shall revert to Owner.

ARTICLE VII

SERVICES AND INFRASTRUCTURE

7.1 Police, Fire, and EMS. The District will contract with the Town, the Lake Cities Fire Department, or others for the provision of police, fire, and emergency medical services to serve the Property. In the event the District is not created, the Town may levy PID assessments to fund the cost of the Town entering into similar contracts for the provision of police, fire, and emergency medical services to the Property. Before contracting with any entity other than the Town for the provision of police, fire, and emergency medical services, the District shall first submit a written request to the Town seeking a contract with the Town for the provision of such services. If the Town does not respond to the initial request within 60 days of the date the District delivers a written request to the Town or if the Town and the District do not enter into a service contract within 150 days of the date the District delivers a written request to the Town, the District may pursue contracts for such services with other providers.

7.2 Water and Sewer. The District will contract with the Lake Cities Municipal Utility Authority or others for the provision of retail water and sewer services to serve the Property. In the event the District is not created, the Town may levy PID assessments to fund the cost of entering into a similar contract with the Lake Cities Municipal Utility Authority or others for the provision of such services. The Town may require the District's water and sewer infrastructure to be oversized to serve projects within the Town's corporate limits, provided the Town enters into a binding commitment to fund the costs associated with oversizing the infrastructure at the time the Town requires such oversizing. Oversizing costs shall be measured as a fraction of the total infrastructure cost, the numerator of which is the number of water or sewer connections served by the oversized portion of the infrastructure and the denominator of which is the total number of water or sewer connections served by the infrastructure.

7.3 Turbeville Road. The District, using its road powers, or the developer of the Property shall complete a traffic study on Turbeville Road between Parkridge Road and Interstate 35. The District shall use the results of the traffic study to determine what contributions the District needs to make in connection with improving and maintaining Turbeville Road. The Town Council, at its option, may require the District to obtain a study performed consistent with the requirements of Texas Local Government Code Section 212.904 to confirm the District's share of road improvement and maintenance costs are roughly proportionate to the proposed development demand. The required traffic study shall be completed prior to approval of a preliminary plat for any portion of the Property abutting Turbeville Road.

7.4 Miscellaneous. Projects within the Town's corporate limits may tie into the District's water, sewer, and fire infrastructure, regardless of whether such infrastructure is oversized, provided such connections to District infrastructure do not negatively impact the District or the Property, as reasonably determined by Owner.

ARTICLE VIII

EVENTS OF DEFAULT; REMEDIES

8.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

8.2 REMEDIES. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS,

INJUNCTIVE RELIEF AND TERMINATION OF THOSE PROVISIONS OF THIS AGREEMENT APPLICABLE TO PROPERTY OWNED BY THE DEFAULTING PARTY. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

(a) entitle the aggrieved Party to terminate this Agreement except as provided above; or

(b) entitle the aggrieved Party to seek or recover monetary damages of any kind; or

(c) adversely affect or impair the continuation of the ETJ status of the Property and its immunity from annexation as provided by this Agreement and the Consent Ordinance; or

(d) limit the Term.

8.3 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the Town does not waive or surrender any of its governmental powers, immunities, or rights except as follows:

(a) The Town waives its governmental immunity from suit and immunity from liability as to any action brought by a Party to pursue the remedies available under this Agreement, but only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the Town has with respect to suits against the Town by persons or entities other than a Party to this Agreement.

(b) Nothing in this Agreement is intended to delegate or impair the performance by the Town of its governmental functions, and the Town waives any claim or defense that any provision of this Agreement is unenforceable on the grounds that it constitutes an impermissible delegation or impairment of the Town's performance of its governmental functions.

ARTICLE IX

ADDITIONAL PROVISIONS

9.1 Assignment. Owner has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to the Town within 15 days after execution. From and after such assignment, the Town agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability

that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the Town within 15 days after execution, Owner shall not be released until the Town receives such assignment. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the Town approves the release in writing. Owner shall maintain written records of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement, and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity. An Assignee shall be considered a "Party" for the purposes of this Agreement.

9.2 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement and all amendments hereto shall be recorded in the deed records of the County. In addition, all assignments to this Agreement shall be recorded in the deed records of the County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer except for land use and development regulations that apply to specific lots. For purposes of this Agreement, the Parties agree: (a) that the term "End-Buyer" means any owner, developer, tenant, user, or occupant; (b) that the term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the Town and recorded in the deed records; and (c) that the term "land use and development regulations that apply to specific lots" means all of the Governing Regulations.

9.3 Releases. From time to time upon written request of Owner, the Town Manager shall execute, in recordable form, a release of this Agreement if the requirements of this Agreement have been met, subject to the continued application of the Governing Regulations.

9.4 Estoppel Certificates. From time to time upon written request of Owner, the Town Manager will execute a written estoppel certificate identifying any obligations of Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the Town, Owner is in compliance with its duties and obligations under this Agreement.

9.5 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

9.6 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 10th

business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by email (with a confirming copy sent by FAX). Notices given pursuant to this section shall be addressed as follows:

To the Town:

The Town of Hickory Creek
Attn: Roger Mangum, Town Manager
2075 Ronald Reagan Ave.
Hickory Creek, Texas 75065
Email: roger.mangum@hickorycreek-tx.gov

With a copy to:

Hayes Berry White & Vanzant LLP
Attn: Lance Vanzant
512 W. Hickory St., Ste. 100
Denton, Texas 76201
Email: lvanzant@hbvwlaw.com

To the Owner:

AS Gold, LP
Attn: Alan Goldfield
1850 Turbeville Road
Hickory Creek, Texas 75065
Email: escalade@centurytel.net

With a copy to:

Shupe Ventura Lindelow & Olson, PLLC
Attn: Misty Ventura
9406 Biscayne Blvd.
Dallas, Texas 75218
Email: misty.ventura@svlandlaw.com

9.7 RESERVATION OF RIGHTS. THIS AGREEMENT CONSTITUTES A "PERMIT" WITHIN THE MEANING OF CHAPTER 245, TEXAS LOCAL GOVERNMENT CODE. EXCEPT AS PROVIDED IN THIS SECTION, OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND OWNER EXPRESSLY RESERVES) ANY RIGHT THAT OWNER MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY CLAIM: (A) OF "VESTED" OR "PROTECTED" DEVELOPMENT OR OTHER PROPERTY RIGHTS ARISING FROM CHAPTERS 43 OR 245, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, OR OTHERWISE ARISING FROM COMMON LAW OR OTHER STATE OR FEDERAL LAWS; (B) THAT ANY OF THE GOVERNING REGULATIONS VIOLATES STATE LAW, INCLUDING, BUT NOT LIMITED TO, CHAPTER 395, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; OR (C) THAT AN ACTION BY THE CITY CONSTITUTES A "TAKING" OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY OR AN ILLEGAL EXACTION. WITHOUT LIMITING THE

GENERALITY OF THE FOREGOING, OWNER DOES NOT WAIVE (AND EXPRESSLY RESERVES) ANY SUCH CLAIMS (AS TO VESTED OR PROTECTED DEVELOPMENT AND A TAKING WITHOUT COMPENSATION AND ILLEGAL EXACTION) THAT RESULT FROM THE GOVERNING REGULATIONS.

9.8 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

9.9 Authority and Enforceability. The Town represents and warrants that this Agreement has been approved by ordinance duly adopted by the Town Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Town has been duly authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner, and that the individual executing this Agreement on behalf of Owner has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by Section 212.171 of the Texas Local Government Code.

9.10 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. Without limiting the generality of the foregoing, (a) if it is determined that, as of the Effective Date, Owner does not own any portion of the Property, this Agreement shall remain in full force and effect with respect to all of the Property that Owner does then own, and (b) if it is determined, as of the Effective Date, that any portion of the Property is not within the Town's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that is then within the Town's ETJ. If at any time after the Effective Date it is determined that any portion of the Property is no longer within the Town's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that remains within the Town's ETJ.

9.11 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in the County. Venue for any action to enforce or construe this Agreement shall be the County.

9.12 Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

9.13 No Third Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

9.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.\

9.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

9.16 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

9.17 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Description of the Property
Exhibit B	Commercial Tract
Exhibit C	Plan for Development
Exhibit D	Metes and Bounds Description of Economic Development Road
Exhibit E	Form of Right-of-Way Deed

Executed by Owner and the Town to be effective on the Effective Date.

ATTEST:

TOWN OF HICKORY CREEK

By: Kristi K. Rogers
Kristi K. Rogers, Town Secretary

By: John M. Smith Jr.
John M. Smith Jr., Mayor

Date: 12-2-2011

APPROVED AS TO FORM AND
LEGALITY:

Name: Lance Vanzant
Lance Vanzant, Town Attorney

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF DENTON

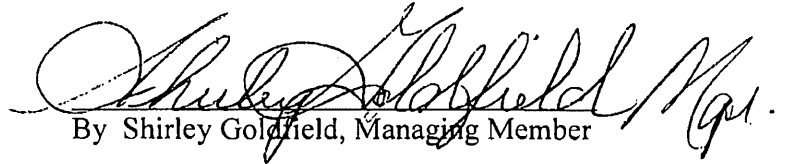
This instrument was acknowledged before me on the 2nd day of December, 2011,
by John M. Smith Jr., Mayor of the Town of Hickory Creek, Texas on behalf of said town.

Kristi K. Rogers
Notary Public, State of Texas



AS Gold, L.P., a Texas limited partnership,

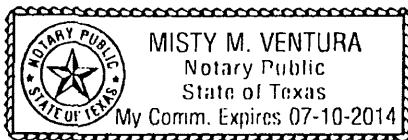
By Its General Partner,
Gold Cell-Star, L.L.C., a Texas limited
liability company


By Shirley Goldfield, Managing Member

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DENTON §

This instrument was acknowledged before me on December 14, 2011, by Shirley Goldfield, Managing Member of Gold Cell-Star, L.L.C., general partner of AS Gold, L.P., a Texas limited partnership, on behalf of said limited partnership.



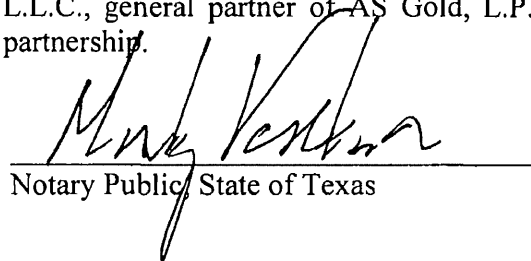

Notary Public, State of Texas

Exhibit C
Plan for Development

The plan for development of the Property is as follows:

1. The portion of the Property adjacent to Parkridge Road may have a maximum of six curb cuts onto Parkridge Road. These curb cuts shall be spaced a minimum of 225 feet apart from each other.

2. Water wells on the Property in existence on or drilled after the Effective Date may be used for irrigation and amenity uses.

3. The Property may be developed with high density residential development and commercial development, as follows:

a. Retail uses, restaurant uses, office uses, and any other use permitted by the Town's C-1 or C-2 commercial zoning districts on the Effective Date are permitted by right on the 37.4620-acre tract identified on **Exhibit B** (the "**Commercial Tract**"). A minimum of 10 acres of the Commercial Tract will be developed with such uses. In addition, the Property may be developed with the uses permitted below:

- i. High density residential development (as defined below);
- ii. Public, parochial, and private schools and colleges, including convents, monasteries, dormitories, and other related living structures on the same site as the school or college;
- iii. Churches, synagogues, chapels, and similar places of religious worship and/or instruction;
- iv. Utility substations necessary to the functioning of a utility, not including general business offices, maintenance facilities, or other general system facilities;
- v. Public and quasi-public buildings for cultural use, including libraries;
- vi. Country clubs;
- vii. Veterinary clinics;
- viii. Agricultural uses including crop production and tree farming;
- ix. Public or private parks, trails, and similar recreational uses; and
- x. Home occupations as an accessory use to a permitted principal use.

b. "High density residential development" means one or more of the following uses: detached single family residential (including, but not limited to, zero lot line homes), attached single family residential, duplex, and multi-family residential. High density residential development is subject to the regulations in Table 1 below. Notwithstanding

anything to the contrary, multi-family development is restricted to the Commercial Tract and a maximum density of 24 dwelling units per gross acre.

c. Landscaping and Screening Requirements for Multi-Family and Non-Residential Uses. The following landscaping and screening requirements shall be satisfied prior to occupancy:

- i. A landscape buffer that is a minimum of ten feet in width shall be provided along the portion of a lot that abuts a street. All buffers shall be landscaped with a minimum of one 3-inch caliper tree for every 50 feet of street frontage or fraction thereof, except in areas where a parking lot abuts a street, in which case one 3-inch caliper tree shall be required for every 40 feet of street frontage or fraction thereof.
- ii. A landscape buffer that is a minimum of ten feet in width shall be provided along any property line that abuts a use other than a multi-family or non-residential use. The buffer shall be landscaped with a minimum of one 3-inch caliper tree for every 30 linear feet of buffer length or fraction thereof. Trees are not required to be evenly spaced. The buffer area shall be covered with landscape materials, including ground cover.
- iii. All unpaved or otherwise undeveloped areas shall be fully sodded or covered with landscaping materials, such as ground cover.
- iv. All required landscape areas shall be irrigated by a fully automated irrigation system.
- v. Garbage collection areas shall be fully screened by a solid masonry screening wall. The screening wall shall be a minimum of six feet in height and designed with a gate constructed of a durable material.

d. Landscaping for All Other Uses. The following landscaping requirements shall be satisfied prior to occupancy:

- i. All front and side yard areas shall be fully sodded.
- ii. A minimum of one 3-inch caliper tree shall be placed within the front yard of each lot.
- iii. All yard areas and required landscape areas shall be irrigated by a fully automated irrigation system.

e. Building Materials for Multi-Family and Non-Residential Buildings. On multi-family and non-residential buildings, a minimum of 50 percent of each building facade (excluding windows and doors) facing a street or open space area shall be constructed of the following materials: stone (including manufactured veneers), brick, brick veneer, or other similar natural building materials. A minimum of 50 percent of each remaining building facade (excluding windows and doors) shall incorporate such materials. In addition, concrete tilt wall construction is permitted for non-residential buildings.

Alternative building materials may be approved by the Town Manager upon written request of the developer.

- f. **Building Materials for All Other Buildings.** On all buildings other than multi-family and non-residential buildings, a minimum of 75 percent of each building facade (excluding all windows and doors) facing a street or open space area shall be constructed of stone (including manufactured veneers), brick, brick veneer, or other similar natural building materials. Chimneys, including all exposed portions of the flu and chimney, shall be clad in brick, stone, cement fiberboard, or stucco.
- g. **Additional Development Standards for Multi-Family Uses.**
 - i. Each lot developed with multi-family residences shall provide on the same lot usable open space in the amount of 600 square feet for the first bedroom in each residence, and an additional 300 square feet for each additional bedroom in a residence with more than one bedroom. Usable open space shall have no dimension less than ten feet, and may include landscaping, walkways and trails, recreational facilities, water features, and decorative objects such as art work and fountains. Useable open space shall not include rooftops, accessory buildings, parking areas, driveways, turnaround areas, or the right-of-way or easement for streets or alleys. Each square foot for any of the following facilities shall count as three square feet of usable open space: swimming pools, tennis courts, racquetball courts, and similar sports courts; decks, patios and similar lounge areas adjacent to or within ten feet of swimming pools; children's play areas developed with play equipment; and usable portions of recreational buildings. Off-site open space may be credited for up to one-third of usable open space if 15 percent or more of the multi-family site's boundary is adjacent to such off-site usable open space; there are defined pedestrian connections between the two properties; the off-site open space is permanent usable open space available for use by the general public and is within 100 feet of the multi-family development; or the design of the development provides significant visual and pedestrian connection to park land. Open space and trails are permitted at any location without limitation.
 - ii. Every multi-family dwelling unit shall be located within 250 feet of a dumpster or similar refuse facility screened on three sides by a brick or masonry wall that is a minimum of six feet in height.
 - iii. Open storage is prohibited on multi-family premises.
 - iv. The front door of each multi-family residence shall be no farther than 150 feet from a fire lane.
 - v. A paved walkway shall connect the front door of each ground residence in a multi-family building to the parking area.
 - vi. Multi-family buildings shall not exceed 200 feet in length. Multi-family buildings with facades that are longer than 50 feet shall have their facades broken up into smaller areas through the use of varying facade setbacks, arcades, architectural

features such as recessed vestibules, columns, canopies, or other acceptable means.

- vii. The parking of boats, campers, trailers, and other recreational vehicles is prohibited on a multi-family premise.
 - viii. All multi-family buildings shall display a sign visible from the parking area identifying the unit numbers within the building.
 - ix. All mechanical, heating, and air conditioning units shall be screened from view on a multi-family premise.
- h. Additional Development Standards for Single Family Detached Uses. A minimum of 25 percent of home shall be at least 1,500 square feet in floor area; a minimum of 25 percent of homes shall be at least 2,000 square feet in floor area; a minimum of 25 percent of homes shall be at least 2,400 square feet in floor area; and the remaining 25 percent shall be at least 2,800 square feet in floor area. Floor area is defined as air conditioned space. Alleys are not required.

TABLE 1

	Single Family Detached	Zero Lot Line Home	Single Family Attached and Duplex	Multi-Family
Minimum Lot Area in Square Feet	5,000 SF	3,200 SF	900 SF	None
Minimum Lot Width	50 feet	35 feet	20 feet	N/A
Minimum Lot Depth	100 feet	75 feet	42 feet	N/A
Minimum Front Yard Setback	15 feet	15 feet	N/A	40 feet
Minimum Side Yard Setback	5 feet	5 feet ¹	N/A	15 feet
Minimum Rear Yard Setback	10 feet	10 feet	None	20 feet
Maximum Building Height	35 feet and 2 Stories	35 feet and 2 Stories	40 feet and 3 Stories	45 feet and 3 stories ²
Maximum Lot Coverage ³	60%	65%	None	None
Maximum Number of Dwelling Units	N/A	N/A	N/A	900

¹ Minimum ten foot separation required between two zero lot line homes.

² The maximum building height for any portion of a multi-family building within 50 feet of the boundaries of a lot developed with a detached single family home shall be 36 feet. The maximum building height may increase by one foot for every additional foot beyond 50 feet that the multi-family building is set back from the lot developed with a detached single family home.

³ Maximum lot coverage measurement excludes areas other than the building footprint.

Item Attachment Documents:

9. Discussion on a website redesign, hosting and support.



Website Redesign, Hosting, and Support

Quote for Hickory Creek, Texas



Leon Rogers

PO Box 2235 Tallahassee, FL 32316
360.778.9498 leon@municode.com

LETTER OF INTEREST

October 1, 2019

Dear Website Selection Team:

Thank you for the opportunity to present our quote for website redesign, hosting, and support services. It is our goal to deliver a mobile-friendly website that is professional, easy-to-use, and easy-to-maintain.

Our team has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties and other local government agencies for over sixty-five years continually striving to make your job easier. When it comes to posting content on the web, our solution is simple and straight-forward.

Our websites make it easier for your community to find content by providing multiple navigation paths to each page. Our designs reinforce self-service to enable 24x7 online access to your organization's services.

We create your website using Drupal, an industry-leading content management system. Since Drupal is open-source, your website is truly yours unlike those of many other government redesign companies that use their own proprietary software.

We are thrilled at the opportunity to partner on such an important initiative.

Sincerely,



Brian Gilday
President, Website Division

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COMPANY PROFILE

History, Mission, and Team

With over 65 years of experience, Municode's mission is to connect public sector organizations with their communities. Our solutions promote transparency and efficiency - such as custom website design, meeting and agenda management, online payment portals, the legal codification process, and our robust suite of online legislative search tools.

Municode has been in business for over sixty-five years and partners with more than 4,500 government agencies across all fifty states. Municode is a privately-owned corporation and is financially sound with no debt. Our leadership focuses on improving Municode through investments in its people and its technology. Our culture is conducive to the longevity of our employees; Our clients can establish a long-term partnership with our experienced and stable workforce.

Municode is home to over 230 employees (most of whom enjoy a 10+ year tenure). Our

headquarters in Tallahassee, Florida includes four buildings totaling 56,000 square feet. Our West Coast office is in Portland, Oregon. We also have individual team members working in several states across the country.



Our Vision: Simple, Seamless Integration

Our vision is to create seamless integration between our service offerings. The goal is to reduce staff workload, while at the same time, increasing the ability for municipalities to connect with their communities.

The following example integration points are either in place today or envisioned in our future strategic roadmap.

- Unified search across all platforms (website, meetings, online codes)
- Auto-publish agendas and minutes from the Meetings platform to the Website
- Ordinance auto-publishing from the Meetings platform to your online code, queued for supplementation, Code of ordinance cross-references to legislative voting history, minutes, and video/audio



Project Team

We have a highly-skilled team with a customer service focus.



Jarrod - Project Sponsorship / Project Management / Customer Service

Jarrod has a Bachelor of Science degree in Mathematics and Business Administration from the University of Oregon. Jarrod is the Director of Professional Services and leads all aspects of project development and customer support.



Dave - Project Management / User Experience

Dave has a Bachelor of Arts degree in Communications from California State University. In addition to project and design leadership, Dave will participate in various analytical, site configuration, content migration, and training activities.



Mary Joy – Project Management / User Experience

Mary Joy has that unique ability to put technical concepts into easy-to-understand terms with clients such as Dunkin Donuts, Gillette, Fidelity, and Osram Sylvania. A Bentley graduate with a Bachelor of Science in CIS, Mary Joy leads our customer support efforts and content migration.



Paul – Development / Systems Architecture / QA

Paul has been working on software systems for years and is a strong member of our team. We will turn to Paul for any custom development work that might be required. In addition, Paul has many years of experience in quality assurance testing, so he will be acting as Municode's lead tester for the engagement.



Drago - Graphic Design

Drago's work speaks for itself. He has the unique ability to capture the essence of your branding and communication requirements and transform them to stunning web designs.

REFERENCES AND DESIGN EXAMPLES

Standard Designs

Our standard designs come as part of our base price and are a great option for those who want a professional, mobile friendly design without the added expense of custom graphic design work. You choose from one of our standard layouts and still get to customize the color palette and background photos.

Apple Valley Utah

<https://www.applevalleyut.gov>

Population: 701

Marty Lisonbee, Mayor

435-680-2629

mlisonbee@applevalleyut.gov



Bowling Green Virginia

<https://www.townofbowlinggreen.com/>

Population: 1,111

Melissa Lewis, Clerk/Treasurer

804-633-6212

towntreasurer@townofbowlinggreen.com



San Augustine Texas

<https://www.cityofsanaugustinetx.gov>

Population: 2,108

John Camp, City Manager

936-275-2121

John.Camp@cosatx.com



Craig Alaska

<http://www.craigak.com>

Population: 1,201

Brian Templin, Planner

(907) 826-3275

planner@craigak.com



Custom Designs

There is a reason why we have loyal customers! It is because we have a great solution, we take care of our customers, and we are committed to working with you for the long haul. When you pick up the phone and call us, we answer! When you email, we respond quickly – usually within 30 minutes. When you need us, we will be there for you. **But don't take our word for it, ask our clients.**

Aubrey Texas

<http://www.aubreytx.gov>

Population: 2,595

Jenny Huckabee, City Secretary

940-440-9343

citysecretary@aubreytx.gov



Corvallis Oregon

<https://www.corvallisoregon.gov>

Population: 55,298

Patrick Rollens, Public Information Officer

541-766-6368

patrick.rollens@corvallisoregon.gov



Naples Florida

<https://www.naplesgov.com>

Population: 20,115

David Fralick, Communications Manager

239-213-1054

dfralick@naplesgov.com



Kyle Texas

<http://www.cityofkyle.com>

Population: 28,016

Jerry Hendrix, Chief of Staff

512-262-3921

jhendrix@cityofkyle.com



Burnet Texas

<http://www.cityofburnet.com>

Population: 5,993

Kelly Dix, City Secretary

5127153209 x209

kdix@cityofburnet.com



La Pine Oregon

<http://www.ci.la-pine.or.us/>

Population: 1,653

Cory Misley, City Manager

541-536-1462

cmisley@ci.la-pine.or.us



Elkhorn Wisconsin

<http://www.cityofelkhorn.org>

Population: 10,084

Cairie Virrueta, City Clerk

262-723-2219

cvirrueta@cityofelkhorn.org



St. Augustine Beach Florida

<http://www.staugbch.com>

Population: 6,592

Anthony Johns, IT Specialist

904-471-2122 x107

ajohns@cityofsab.org



Addison Texas

<https://addisontexas.net/>

Population: 13,056

Nam Pham, Senior Software Developer

972-450-2857

npham@addisontx.gov



Specialty Sub-Site Graphic Designs

We also offer the option of having graphic designs for sub-sites that require specialized branding. We call these 'specialty sub-sites'. We leverage your main CMS and database, which allows us to offer these sub-sites with the same functionality as your main site yet with a completely different look and feel.

Economic Development

www.choosewoodstock.com
<https://www.fluvannacounty.org/ced>



Parks & Recreation

www.cprdnewberg.org
www.cityofvancouver.us/parksrec



Festivals

www.wintermusicfestival.org



Libraries

www.woodstockpubliclibrary.org



Police and Fire

www.mvfpd.org
www.quincypd.org
www.co.benton.or.us/sheriff



Event Centers / Cultural Centers

www.eventcenter.org
www.woodstockoperahouse.com
www.sherwoodcenterforthearts.org



Golf Courses

www.meadowlakesgc.com



Tourism

www.gofruita.com



WEBSITE CONTENT MANAGEMENT SYSTEM (CMS) FEATURES

Municode Web was designed for local governments by experts in local government. It utilizes Drupal, an open source platform, that powers millions of websites and is supported by an active, diverse, and global community. We are the Drupal experts for local government!

Key Project Deliverables

- ★ WEBSITE DESIGN
- ★ CONTENT MIGRATION
- ★ TRAINING
- ★ HOSTING
- ★ SUPPORT

Standard Features

- ⦿ Responsive Mobile Friendly Design
- ⦿ Simple Page Editor
- ⦿ Best-in-Class Search Engine
- ⦿ ADA/WCAG 2.1 AA HTML Compliance
- ⦿ Social Media Integration
- ⦿ Web Page Categories - create a page once, have it show up in multiple places
- ⦿ Department Micro-sites (sites-within-a-site)
- ⦿ Rotating Banners and Headline Articles
- ⦿ Online Job Postings
- ⦿ Online Bid/RFP Postings
- ⦿ Photo Album Slideshows
- ⦿ Google Maps Integration
- ⦿ Resource/Document Center
- ⦿ Image auto-scaling and resizing
- ⦿ Site Metrics (Google Analytics)
- ⦿ Scheduled Publish On/Off Dates
- ⦿ Unlimited User logins
- ⦿ Unlimited Content
- ⦿ Word-like WYSIWYG Editor
- ⦿ Private Pages – staff view only
- ⦿ Unlimited Online Fillable Forms
- ⦿ Emergency Alerts
- ⦿ Meeting Agendas/Minutes/Videos
- ⦿ Event Calendar
- ⦿ Page Versioning / Audit Trail
- ⦿ Latest News / Press Releases
- ⦿ Anti-spam controls
- ⦿ Email Harvesting Protection
- ⦿ Broken Link Finder
- ⦿ Dynamic Sitemap
- ⦿ Support for Windows, Mac, Linux
- ⦿ Video integration (YouTube, Vimeo, etc.)
- ⦿ Client owns rights to all data
- ⦿ Organization/Staff Directory
- ⦿ Frequently Asked Questions (FAQs)
- ⦿ Ordinances and Resolutions
- ⦿ Share This Button (Facebook/Twitter)
- ⦿ Secure Pages / SSL
- ⦿ Printer Friendly Pages
- ⦿ RSS Feeds Inbound/Outbound

Optional Features/Services

- ⦿ Email Subscriptions / Notifications
- ⦿ Projects Directory
- ⦿ Parks and Trails Directory
- ⦿ Property Directory (Commercial/Industrial)
- ⦿ Business Directory
- ⦿ Facility Reservations
- ⦿ Specialty Sub-site Graphic Designs
- ⦿ Custom Feature Development

MEETING AND AGENDA MANAGEMENT (ALREADY PURCHASED)

Municode Web includes a standard feature to post meeting agendas and minutes. Many organizations seek the additional features of an agenda management solution such as agenda item approval workflow, auto-generated PDF/Word agendas, live council voting/roll call, and audio/video integration.

Municode Meetings is the easiest-to-use and most modern agenda management system in the industry. It is a 100% cloud-based offering that will greatly reduce the staff time and effort required to create and publish online agendas and minutes.

Key Project Deliverables

- ★ BOARD/COMMITTEE SETUP - configure as many boards as you need - no limit
- ★ MEETING TEMPLATE DESIGN - design one or more meeting templates to your custom specifications
- ★ TRAINING
- ★ WORKFLOW - setup custom agenda item approval workflows
- ★ USERS/ROLES/PERMISSIONS - create and configure unlimited user accounts
- ★ ANNUAL SERVICE - 99.95% up-time guarantee, data backups, disaster recovery
- ★ SUPPORT - 8AM to 8PM Eastern phone and email support; 24x7x365 emergency support

Standard Features

- Unlimited Meetings and Agenda Templates
- Unlimited Meeting Agenda Templates
- Unlimited Users
- Create Meetings
- Submit/Add Agenda Items
- Attach agenda item files
- Create Agendas
- Create Agenda Packets
- Create Meeting Minutes
- Approve Items with Approval Workflow
- Auto Publishing Agenda, Agenda Packet, Minutes to the web
- Self-service YouTube video time stamping
- Integration with Swagit Video (coming soon)
- Voting/Roll Call
- Integration with Municode Web calendar

Service and Support

We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

POLICIES AND PROCEDURES MANAGEMENT (OPTIONAL)

Municode Web includes a standard feature to post policy and procedure documents. Many organizations seek the additional features of a policy and procedures management solution, such as approval workflow, automated PDF generation, and historical tracking. Examples of policy and procedure manuals include fire codes, general plans, financial reports, and proclamations. Municode's Self-Publishing Software facilitates these needs.

Key Project Deliverable

- ★ SOFTWARE LICENSE – Annually, includes up to five (5) authorized users
- ★ CONVERSION – Convert your current Word/Folio manuals to our software database for in-house publication, updates and maintenance
- ★ WORKFLOW – Provides organized, systematic execution of updates, corrections, new clauses, new codes, etc.
- ★ ONLINE BOOK HOSTING – Published in HTML format
- ★ SERVICE LEVEL - 99.95% up-time guarantee, data backups, disaster recovery
- ★ SUPPORT - 8AM to 8PM Eastern phone and email support; 24x7x365 emergency support

Standard Features

- ⦿ Policy/Amendment drafting tool
- ⦿ Automated code, policy and publication updates
- ⦿ Automated approval and signature workflow
- ⦿ Automated PDF generation for backup/printing
- ⦿ Historical tracking tool
- ⦿ Online training and customer service

Service and Support

We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

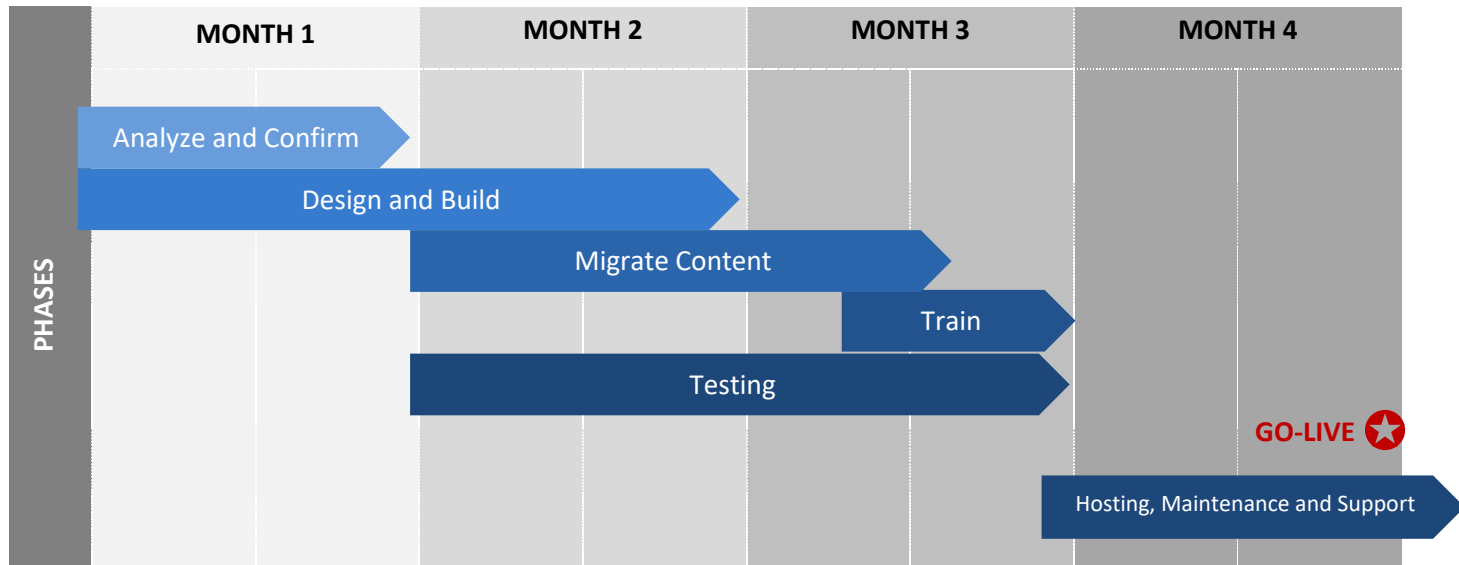
We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

PROJECT TIMELINE AND APPROACH

The typical project takes from 3 to 7 months. The high-level timeline below is an approximation. We will finalize the schedule once we meet with you:

Project Timeline Sample



Client Responsibilities

The client's responsibility and the key to a smooth on-time deployment is providing the initial information and approving proofs quickly.

- ☑ The Client will make available to Municode relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort. The Client will create new content copy as needed.
- ☑ The Client will assign a single point of contact for Municode to interact with that will be responsible for coordinating the schedules of other project stakeholders.
- ☑ The Client will review any deliverables requiring formal approval within 5 business days and return all comments/issues at or before those 5 days have elapsed.
- ☑ The Client will assign one person who will act as the "ultimate decision maker" in the case where consensus among the team cannot be reached.
- ☑ The Client must agree to applicable terms of services for Google related services such as Google Analytics and Google Maps to access those features. Municode is not responsible for Google's decisions related to discontinuing services or changing current APIs.

Project Phase Descriptions

Phase 1: Analyze and Confirm Requirements

Website Assessment:

Municode will complete an analysis of your current website(s) to assess the existing navigation, features/functions, and quality of content.

Organizational Overview Inventory/Survey:

Municode will provide an organizational overview document for you to complete as part of this assessment.

Website Design Meeting:

Municode will conduct a design meeting with a client-defined web advisory team. We recommend the advisory team be limited to a maximum of 6 members. This design meeting will allow the website advisory team to provide input regarding the overall design of the new website, including the site branding as well as high-level site navigation. This team will act as the initial review team for website design concepts. In addition, this team will act as the final review team for the website before it is approved for go-live.

Deliverables

- ⦿ Summary assessment sheet
- ⦿ Organization Survey
- ⦿ Website design specification sheet (graphic design and information / navigation design)

Phase 2: Design and Build phase

Design Concept Creation and Approval (Custom Designs):

Municode will complete home page design concepts for the Home Page and inner pages. These design concepts will incorporate all the graphical elements as well as the high-level sitemap. You will select a winning concept after going through a series of iterative design revision meetings. We allow for a total of 6 revisions.

Website Setup, Configure, and Customization:

Municode will create a fully functional website that includes the functional elements described in this proposal. As part of the website setup, Municode will finalize any remaining elements to the approved design and navigation.

Deliverables

- ⦿ Design concepts
- ⦿ Finalized design (Photoshop PSD)
- ⦿ Functional beta website with approved design
- ⦿ Content migration

Phase 3: Migrate Content

Content Finalization and Departmental Acceptance

Municode migrates initial content and your trained staff finalizes prior to go-live. See pricing section for specific number of included pages.

Meeting Agendas and Minutes: Client completes an excel template with information regarding each meeting plus corresponding files. Municode will then auto-import that content. Files must be provided with a standard naming convention to allow for auto parsing of date. (i.e. minutes_061516.pdf, etc.)

Standard Web Pages: A standard web page is defined as a page that contains a title, body text, and up to a total of 5 links, file attachments, or images. If you require migration of more complex pages, we can provide a custom quote.

Directory pages (Staff Directory, Projects, Commercial/Industrial Properties, Business Directory, Ordinances/Resolutions): Client completes manually or may request a custom quote. For custom quotes, client completes an excel template with directory data and Municode auto-imports directory content.

Deliverables

- ⦿ Content creation and migration
- ⦿ Departmental content 'signoff'

Phase 4: Staff Training

Staff Training

Throughout the development and after launch, our customers have access to training, resources and educational opportunities that help them thrive. Our initial training is offered to administrators and content contributors.

Deliverables

- ⦿ On-site (if applicable)
- ⦿ Web teleconference
- ⦿ Videos and User guides

Phase 5: Testing

Municode Functional Testing

Municode will perform a series of tests across multiple browser and operating system versions to confirm site functionality. Test will confirm proper functionality of all features documented in this proposal.

Acceptance Testing

Staff will review the website for completeness. Municode will have completed functional testing and cross-browser compatibility testing.

Deliverables

- ⦿ Completing Testing Checklists
- ⦿ Site acceptance by client

Go Live ★

Go-Live

We will work with you to make the appropriate 'A' Record DNS entry changes to begin the process of propagating the new production web server IP address.

Deliverables

- ⦿ Accepted Final Live Website

HOSTING, MAINTENANCE, AND CUSTOMER SUPPORT

Hosting

We provide first-class hosting services in a secure data center. We take cyber security seriously. Your website will be secure from multiple perspectives:

Data Center

We host your website in a secure data center. The data center is manned 24x7x365. Your website is maintained using firewalls, load balancers, multiple web application servers, and a database server. We apply security updates to the entire web server stack on a regular basis.

Data transmission

We guarantee up to 1 Terabyte of data transfer per month.

Redundant high-availability failover (optional):

We have the capability of providing premium hosting service levels by offering a mirrored copy of your site on a separate infrastructure and geographic location. We would need to talk through the required service levels and bandwidth to provide pricing for this item.

Web CMS software security

We apply security updates to your Drupal-based CMS whenever updates are posted. Your website is built on Drupal software that has the confidence of millions of websites in both the private sector and public sector, including whitehouse.gov, the City of Boston and the City of Los Angeles. Several built-in security mechanisms are in place to prevent cross-site scripting attacks.

Web transmission security

Your website is secured with SSL to encrypt transmission of data. We SSL-enable every page on your website for maximum security.

User authentication security

Our solution is configured with granular role-based permissions, and each user is required to login with a unique user id and password. We also offer a [two-factor authentication option](#) using Google Authenticate if that should be something you are interested in pursuing.

Data Backup

We back up your data in multiple geographic locations. We backup daily, weekly, monthly, and up to 7 years of annual data backups.

Guaranteed Uptime

Municode guarantee web server uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service

Maintenance and Customer Support

24x7 Customer support:

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine website operation questions from staff.

Security upgrades:

Municode will apply security upgrades to your solution's core and contributed modules ensuring that your website stays secure. Municode will perform security upgrades and other web server and website optimizations during off-hours, typically between the hours of 9PM-3AM Pacific, if such work requires taking the website off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Site Monitoring and Site Recovery:

Municode will install auto-monitoring software routines that continually monitor website performance and alert us when problems occur. We will act as soon as possible and no later than two hours after problems are detected.

Free feature upgrades:

As we update our base Municode features, you receive those upgrades for FREE.

SERVICES AGREEMENT

This agreement ("AGREEMENT") is entered between Hickory Creek Texas ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

1. Term of AGREEMENT. This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice.

2. Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.

3. Scope of Services. CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.

4. Integration. This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

5. Warranty. CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.

6. Liability. CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.

7. Termination. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.

8. Independent Contractor. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

9. Confidentiality. (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) **Obligation of Confidentiality.** During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

10. Assignment. Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

11. Cooperative Purchasing. CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

12. Governing Law. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Texas without resort to any jurisdiction's conflicts of law, rules or doctrines.

Submitted by:

Municipal Code Corporation

By: Brian Gilday

Title: Brian Gilday - President, Website Division

Accepted by:

By: _____

Title: _____

Date: _____