

PUBLIC NOTICE
TOWN OF HICKORY CREEK
REGULAR MEETING OF THE TOWN COUNCIL
1075 RONALD REAGAN AVENUE
September 19, 2017; 5:30 P.M.

Notice is hereby given as required by Title 5; Chapter 551.041 of the Government Code that the Town Council of the Town of Hickory Creek will hold their regular meeting on September 19, 2017; at 5:30 P.M., in the Council Chambers of the Town Hall Building located at 1075 Ronald Reagan Avenue. "NOTE: If, during the course of the meeting, any discussion of any item on the agenda should be held in a closed meeting, the Council will conduct a closed meeting in accordance with the TEXAS OPEN MEETING ACT, TEX. GOVT. CODE, Chapter 551, Sub-Chapters (d) and (e)". The agenda follows:

Regular Session:

A. Call to Order

Roll Call

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

Invocation

Presentation of Awards

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

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

Business:

B. Public Hearing:

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

C. Consent Agenda Items:

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

D. Regular Agenda Items:

1. Consider and act on an ordinance of the Town of Hickory Creek, Texas annexing the hereinafter described territory to the Town of Hickory Creek, Denton County, Texas commonly known as the Steeplechase North Addition and extending the boundary limits of said Town so as to include said Town Limits, and granting all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all the acts, ordinances, resolutions and regulations of said Town; and adopting a service plan.
2. Consider and act on a resolution of the Town Council of the Town of Hickory Creek updating the Hickory Creek Public Improvement District No. 1 Service and Assessment Plan and Assessment Roll - Maintenance/Services.
3. Consider and act on a resolution of the Town Council of the Town of Hickory Creek updating the Hickory Creek Public Improvement District No. 2 Service and Assessment Plan and Assessment Roll.
4. Consider and act on appointments to the Parks and Recreation Board.
5. Consider and act on permit application from Wal-Mart, 1035 Hickory Creek Blvd., Hickory Creek, Texas 75065, for temporary storage containers for seasonal merchandise and related fees.
6. First reading of a resolution of the Town Council of the Town of Hickory Creek, Texas, approving a Type B economic development project by authorizing the Hickory Creek Economic Development Corporation to acquire approximately 1.0104 acre tract or tracts of land.
7. Second reading of a resolution and consideration and action by the Town Council of the Town of Hickory Creek, Texas, approving a Type B economic development project by authorizing the Hickory Creek Economic Development Corporation to acquire approximately 1.0104 acre tract or tracts of land.
8. First reading of a resolution of the Town Council of the Town of Hickory Creek, Texas, approving a Type B economic development project by approving a performance agreement and related documents by and between the Hickory Creek Economic Development Corporation and Hard Sun V, Inc., a Texas corporation.
9. Second reading of a resolution and consideration and action by the Town Council of the Town of Hickory Creek, Texas, approving a Type B economic development project by approving a performance agreement and related documents by and between the Hickory Creek Economic Development Corporation and Hard Sun V, Inc., a Texas corporation.
10. Consider and act on a resolution of the Town Council of the Town of Hickory Creek establishing the Town of Hickory Creek Benefits Trust Fund; authorizing the trust agreement for the Town of Hickory Creek.
11. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute a development agreement by and between the Town of Hickory Creek and Westwood Residential.
12. Consider and act on purchasing a patrol vehicle for the police department to include a light package, camera system, radar and in-car computer.
13. Consider and act on an ordinance adopting and approving the budget for the fiscal year beginning October 1, 2017 and ending September 30, 2018; providing for expenditure of funds, providing for filing of budget and ordinance.
14. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek ratifying the property tax increase reflected in the fiscal year 2017-2018 budget.

15. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, accepting the 2017 Certified Tax Roll for the Town of Hickory Creek; approving the 2017 Ad Valorem Tax Rate and Levying 0.366933 on each one hundred dollars of assessed valuation of all taxable property within the corporate limits of the Town for the fiscal year beginning October 1, 2017 and ending September 30, 2018.
16. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute a mutual aid agreement by and between the Town of Hickory Creek and North Central Texas Public Works.
17. Consider and act on proposals submitted for roof repairs and enhancements for the town hall facility.
18. Discussion regarding the Texas Oklahoma Patriot Shootout (T.O.P.S.)
19. Discussion regarding current road and sidewalk projects.

E. Executive Session: The Town Council will convene into executive session pursuant to Texas Government Code Section 551.071, Consultation with Attorney on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, or on matters pertaining to pending or contemplated litigation. and Section 551.074 Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

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

F. Reconvene into Open Session:

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

G. Adjournment:



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.1

Call to Order



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.2

Roll Call



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.3

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



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.4

Invocation



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.5

Presentation of Awards

Gabriel Flores and Gunner Lewis will be recognized for Eagle Scout projects.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.6

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



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.7

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

Comments will be limited to three minutes.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. B.1

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

NOTICE OF PUBLIC HEARING

The Town of Hickory Creek Town Council will conduct a public hearing on September 19, 2017 at 6:30 p.m. to hear public comments regarding the Town of Hickory Creek 2017-2018 Fiscal Year Budget. The meeting will be held in the council chambers at Town of Hickory Creek Town Hall located at 1075 Ronald Reagan Avenue, Hickory Creek, Texas.

This budget will raise more total property taxes than last year's budget by \$72,679 or 4.39%, and of that amount, \$72,679 is tax revenue to be raised from new property added to the tax roll this year.

A copy of the proposed budget is available for public review in the administrative offices of the Town of Hickory Creek, or on the town website at www.hickorycreek-tx.gov. All interested parties are encouraged to attend.

Kristi K. Rogers
Town of Hickory Creek Town Secretary



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.1

August 2017 Council Meeting Minutes

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

The town council of the Town of Hickory Creek, Texas convened in a special session on August 8, 2017 at 6:30 p.m. in the council chambers, located at 1075 Ronald Reagan Avenue. Notice of the meeting was posted as required by Title 5, Chapter 551 of the Texas Government Code. The following members were present and constituted a quorum of members:

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

Absent: Lynn Clark, Mayor

Also in attendance were:

John M. Smith, Jr., Town Administrator
Kristi K. Rogers, Town Secretary
Dorwin Sargent, Town Attorney

Mayor Pro Tem Kenney called the meeting to order at 6:30 p.m.

Councilmember DuPree led the Pledge of Allegiance to the U.S. and Texas Flags.

Councilmember Theodore gave the invocation.

Items of Community Interest

The Parks and Recreation Board will host a Halloween event in Sycamore Bend Park on October 21, 2017. The event is family friendly and activities for all ages are planned.

Public Comment

There were no speakers for public comment.

Item B - Public Hearing

B (1) - Public Hearing: To hear public opinion regarding the voluntary annexation of a 38.9197 acre tract of land situated in the H.H. Swisher Survey, Abstract 1120, and the M.E.P. & P.R.R. Company Survey, Abstract 915, Denton County Texas; Steeplechase North Addition.

Mayor Pro Tem Kenney called the public hearing to order at 6:33 p.m. With no one wishing to speak, the public hearing was closed at 6:34 p.m.

Item C – Consent Agenda Items

1. Consider and act on a resolution authorizing the Mayor Pro Tem of the Town of Hickory Creek, Texas to execute an interlocal cooperation agreement for Public Safety Application Support and Maintenance between the Town of Hickory Creek Police Department and Denton County.

Motion: made by Councilmember Gordon to approve consent agenda Item C1. Motion seconded by Councilmember Theodore.

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

Nays: None

MOTION PASSED UNANIMOUSLY

Item D – Regular Agenda Items

D (1) - Presentation regarding bond issuance and annexation pertaining to Hickory Creek Public Improvement District No. 1.

Tripp Davenport, FMSbonds, Inc., presented an overview of Hickory Creek Public Improvement District No. 1 which included an explanation of public improvement districts, the history of Hickory Creek Public Improvement District No. 1 and the benefits of the proposed bond issuance and annexation.

Randy Gibbons, 208 Derby Lane, stated the Hickory Creek Public Improvement District No. 1 assessments make it very expensive to live in Steeplechase North. Typically, when purchasing a new home, infrastructure costs for the subdivision are included in the lot price not assessments. He appreciates council proposing to issue bonds at a lower rate than homeowners are currently paying on the assessments.

D (2) - Consider and act on a resolution approving the form and authorizing the distribution of a preliminary official statement for "TOWN OF HICKORY CREEK, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2017 (PUBLIC IMPROVEMENT DISTRICT NO. 1).

Jeff Gulbas, McCall Parkhurst & Horton, the town's bond counsel, stated the underwriting team will distribute the preliminary official statement to the investing public in order to solicit buyers for the bonds.

Motion: made by Councilmember Theodore to approve a resolution approving the form and authorizing the distribution of a preliminary official statement for "TOWN OF HICKORY CREEK, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2017 (PUBLIC IMPROVEMENT DISTRICT NO. 1). Motion seconded by Councilmember Elrod.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (3) - Consider and act on a landscaping plan for Shadow Creek Estates Phase II, described as being Lots A3, A5 & 21R, Block A; Lots C3 & 3 through 12, Block C; Lots 1 through 8, Block D; Lots 13R, 1 through 18, Block E, being 15.710 acres of land situated in the M.E.P. & P.R.R Co. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas; Harbor Grove Estates Section II Lot 13, Block K, being .220 acres of land situated in the John Maloney Survey, Abstract No. 819, Town of Hickory Creek, Denton County, Texas; and Shadow Creek Estates Phase I Lot 21, Block A, being 0.213 acres of land situated in the M.E.P. & P.R.R Co. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas.

Motion: made by Councilmember Gordon to approve Item D (3) as presented. Motion seconded by Councilmember Theodore.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (4) - Consider and act on allocating funds for the 2017 Halloween Event to be held on October 21, 2017.

Motion: made by Councilmember DuPree to allocate funds in the amount of \$2,000 for the 2017 Halloween Event to be held on October 21, 2017. Motion seconded by Councilmember Elrod.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (5) - Consider and act on allocating funds for an irrigation pump truck for the Public Works Department.

Motion: made by Councilmember Gordon to allocate funds for an irrigation pump truck for the Public Works Department not to exceed \$25,000. Motion seconded by Councilmember Elrod.

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

Nays: None

MOTION PASSED UNANIMOUSLY

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

No executive session.

Item F - Reconvene into Open Session:

No executive session.

Item G – Adjournment

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

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

Nays: None

MOTION PASSED UNANIMOUSLY

The meeting did then stand adjourned at 7:04 p.m.

Approved:

Attest:

Paul Kenney, Mayor Pro Tem
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

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

The town council of the Town of Hickory Creek, Texas convened in a work session on August 14, 2017 at 5:00 p.m. at town hall, located at 1075 Ronald Reagan Avenue. Notice of the meeting was posted as required by Title 5, Chapter 551 of the Texas Government Code. The following members were present and constituted a quorum of members:

Lynn Clark, Mayor
Tracee Elrod, Councilmember Place 1
Richard DuPree, Councilmember Place 2
Chris Gordon, Councilmember Place 3
Paul Kenney, Councilmember Place 4 departed at 6:00 p.m.
Ian Theodore, Councilmember Place 5

Also in attendance were:

John M. Smith, Jr., Town Administrator
Kristi K. Rogers, Town Secretary

Mayor Clark called the meeting to order at 5:05 p.m.

D (1) - Discussion regarding strategic planning and capital improvement projects for the 2015-2016 fiscal year.

John Smith, town administrator, provided information to the council related to capital improvement projects. The council prioritized projects that would be beneficial to the town. The projects will be considered at future town council meetings.

D (2) - Discussion regarding 2017-2018 fiscal year budget.

John Smith, town administrator, outlined the proposed 2017-2018 fiscal year budget and answered town council questions.

Adjournment

Motion: made by Councilmember Theodore to adjourn the meeting. Motion seconded by Councilmember Elrod.

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

Nays: None

MOTION PASSED UNANIMOUSLY

The meeting did then stand adjourned at 6:55 p.m.

Town of Hickory Creek
August 14, 2017
Page 2

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

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

The town council of the Town of Hickory Creek, Texas convened in a regular session on August 15, 2017 at 6:30 p.m. in the council chambers, located at 1075 Ronald Reagan Avenue. Notice of the meeting was posted as required by Title 5, Chapter 551 of the Texas Government Code. The following members were present and constituted a quorum of members:

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

Also in attendance were:

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

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

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

Mayor Clark gave the invocation after requesting a moment of silence be observed for the tragedy that took place in Charlottesville, Virginia.

Items of Community Interest

See You at the Pole will be held at town hall on September 28, 2017 at 7:00 a.m. The community is invited to attend.

The Parks and Recreation Board will host a Halloween event in Sycamore Bend Park on October 21, 2017. The event is family friendly and activities for all ages are planned.

Public Comment

There were no speakers for public comment.

Item B - Public Hearing

B (1) - Public Hearing: To hear public opinion regarding the voluntary annexation of a 38.9197 acre tract of land situated in the H.H. Swisher Survey, Abstract 1120, and the M.E.P. & P.R.R. Company Survey, Abstract 915, Denton County Texas; Steeplechase North Addition.

Mayor Clark called the public hearing to order at 6:35 p.m. With no one wishing to speak, the public hearing was closed at 6:35 p.m.

Item C – Consent Agenda Items

1. July 2017 Council Meeting Minutes
2. July 2017 Financial Statements
3. Consider and act on the 2017-2018 Hickory Creek Economic Development Corporation Budget.

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

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

Nays: None

MOTION PASSED UNANIMOUSLY

Item D – Regular Agenda Items

D (1) - Consider and act on a resolution approving the 2017-2018 annual update to the service and assessment plan and assessment roll for public improvements for the Hickory Creek Public Improvement District No. 1 in accordance with Chapter 372, Texas Local Government Code, as amended; making various findings and provisions related to the subject; and providing for an effective date.

Jon Snyder, PIDWorks, provide an overview of the annual update to the service and assessment plan and assessment roll for the public improvements for Hickory Creek Public Improvement District No.1.

Motion: made by Councilmember Gordon to approve a resolution approving the 2017-2018 annual update to the service and assessment plan and assessment roll for public improvements for the Hickory Creek Public Improvement District No. 1 as presented. Motion seconded by Councilmember Elrod.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (2) - Consider and act on an ordinance authorizing the issuance of the "Town of Hickory Creek, Texas, Special Assessment Revenue Bonds, Series 2017 (Hickory Creek Public Improvement District No. 1)"; approving and authorizing an indenture of trust, a bond purchase agreement, a continuing disclosure agreement and other agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date.

Tripp Davenport, FMSbonds, Inc., provided a summary regarding the pricing for "Town of Hickory Creek, Texas, Special Assessment Revenue Bonds, Series 2017 (Hickory Creek Public Improvement District No. 1)" bond issuance. The average yield is 3.847 and represents the lowest yielding PID Bond ever priced in the State of Texas.

Motion: made by Councilmember Gordon to approve an ordinance authorizing the issuance of the "Town of Hickory Creek, Texas, Special Assessment Revenue Bonds, Series 2017 (Hickory Creek Public Improvement District No. 1) as presented. Motion seconded by Councilmember Theodore.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (3) - Consider and act on the Fiscal Year 2017 proposed tax rate and set date for public hearings if the proposed tax rate exceeds the lower of the effective rate or rollback rate.

Motion: made by Councilmember Kenney to approve the Fiscal Year 2017 proposed tax rate of 0.366933. Motion seconded by Councilmember Theodore.

Councilmember Elrod voted Aye.

Councilmember DuPree voted Aye.

Councilmember Gordon voted Aye.

Councilmember Kenney voted Aye.

Councilmember Theodore voted Aye.

Nays: None

MOTION PASSED UNANIMOUSLY

D (4) - Consider and act on approving the 2017-2018 Fiscal Year preliminary budget for public inspection and comment and set September 19, 2017 as the date for the public hearing.

Motion: made by Councilmember Theodore to approve the 2017-2018 Fiscal Year preliminary budget for public inspection and comment and set September 19, 2017 as the date for the public hearing.

Motion seconded by Councilmember DuPree.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (5) - Discussion regarding allowing alcohol at special events sponsored by the Town of Hickory Creek or private events held in conjunction with the rental of Arrowhead Park Pavilion or Sycamore Bend Park Pavilion.

The town council held a lengthy discussion regarding Item D (5). The town council reviewed and discussed City of Highland Village policies and procedures for allowing alcohol at special events. The town council will have further deliberations at the September 19, 2017 council meeting.

D (6) - Consider and act on ordinance of the Town of Hickory Creek, Texas amending the Town of Hickory Creek Code of Ordinances by adopting a right-of-way management ordinance; establishing regulations for construction, placement, and excavation in rights-of-way and public easements; amending the master fee schedule to adopt fees for the administration of the right-of-way management ordinance.

Motion: made by Councilmember Theodore to approve an ordinance of the Town of Hickory Creek, Texas amending the Town of Hickory Creek Code of Ordinances by adopting a right-of-way management ordinance as presented. Motion seconded by Councilmember Gordon.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (7) - Consider and act on ordinance of the Town of Hickory Creek, Texas amending the Town of Hickory Creek Code of Ordinances, Chapter1: General Provisions, Article 1.09, Records Management, by adding Section 1.09.019, "Time limits for responding to certain requests" establishing monthly and annual time limits on time spent by town personnel on responding to requests for public information.

Motion: made by Councilmember Kenney to approve Item D (7) as presented. Motion seconded by Councilmember DuPree.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (8) - Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for information technology services by and between the Town of Hickory Creek and MiTech Services, L.L.C.

Motion: made by Councilmember Kenney to approve Item D (8) as presented not to exceed \$28,500. Motion seconded by Councilmember Gordon.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (9) - Consider and act on the acceptance of renewal rates from BlueCross BlueShield for town employee medical coverage for Fiscal Year 2017-2018.

D (10) - Consider and act on acceptance of rates from Dearborn National for town employee life, short term disability and long term disability coverage for Fiscal Year 2017-2018.

D (11) - Consider and act on accepting the rates from Principal Financial Group for town employee dental coverage for Fiscal Year 2017-2018.

D (12) - Consider and act on acceptance of rates from EyeMed for town employee vision coverage for Fiscal Year 2017-2018.

Motion: made by Councilmember Theodore to approve Item D (9), D (10), D (11) and D (12) as presented. Motion seconded by Councilmember Elrod.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (13) - Discussion regarding current road and sidewalk projects.

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

Item E - Executive Session: The Town Council convened into executive session at 8:33 p.m. pursuant to Chapter 551 of the Texas Government Code Section 551.071, Consultation with City Attorney and other legal counsel on matters in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, or on matters pertaining to pending or contemplated litigation

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

Item F - Reconvene into Open Session: The Town Council reconvened into open session at 9:12 p.m.

Motion: made by Councilmember Gordon to direct the town attorney and staff to commence enforcement regarding any code violations or other violations by the landowner. Motion seconded by Councilmember Elrod.

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

Nays: None

MOTION PASSED UNANIMOUSLY

Item G – Adjournment

Motion: made by Councilmember Elrod to adjourn the meeting. Motion seconded by Councilmember Gordon.,

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

Nays: None

MOTION PASSED UNANIMOUSLY

The meeting did then stand adjourned at 9:15 p.m.

Town of Hickory Creek
August 15, 2017
Page 6

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.2

August 2017 Financial Statements

Town of Hickory Creek
Balance Sheet
As of August 31, 2017

	<u>Aug 31, 17</u>
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	17,453.84
BOA - Building Security	11,861.36
BOA - Court Technology	163.93
BOA - Drug Forfeiture	9,109.02
BOA - Drug Seizure	592.06
BOA - General Fund	172,774.25
BOA - Parks and Recreation	90,849.53
BOA - Payroll	260.00
BOA - Police State Training	5,175.46
Logic Animal Shelter Facility	9,055.40
Logic Harbor Ln-Sycamore Bend	326,157.01
Logic HC PID No.1 Road	23,027.86
Logic HC PID No.1 Safety	93,515.20
Logic Hickory Creek PID No. 1	401,714.97
Logic Hickory Creek PID No. 2	71,884.84
Logic Investment Fund	2,691,019.32
Logic Street & Road Improvement	2,133,356.19
Logic Turbeville Road	203,136.32
Total Checking/Savings	<u>6,261,106.56</u>
Total Current Assets	<u>6,261,106.56</u>
Other Assets	
Harbor Lane/Sycamore Bend Road	<u>-358,750.00</u>
Total Other Assets	<u>-358,750.00</u>
TOTAL ASSETS	<u><u>5,902,356.56</u></u>
LIABILITIES & EQUITY	0.00

Town of Hickory Creek
Profit & Loss
August 2017

	Aug 17
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	1,205.23
4004 M&O Penalties & Interest	97.46
4008 I&S Debt Service	1,157.65
4010 I&S Penalties & Interest	24.51
Total Ad Valorem Tax Revenue	2,484.85
Building Department Revenue	
4102 Building Permits	10,966.54
4106 Contractor Registration	1,125.00
4112 Health Inspections	460.00
4122 Septic Permits	425.00
4124 Sign Permits	160.00
4128 Variance Fee	-250.00
4132 Alarm Permit Fees	100.00
Total Building Department Revenue	12,986.54
Franchise Fee Revenue	
4204 Charter Communications	10,219.73
4206 CenturyLink	987.91
4212 Waste Management	2,403.99
Total Franchise Fee Revenue	13,611.63
Interest Revenue	
4302 Animal Shelter Interest	10.00
4304 Building Security Interest	0.20
4308 Drug Forfeiture Interest	0.15
4310 Drug Seizure Interest	0.01
4314 Logic Investment Interest	3,100.05
4320 Logic Street/Road Improv.	2,291.36
4322 Logic Turbeville Road	218.18
4326 PD State Training Interest	0.09
4328 Logic Harbor/Sycamore Bend	350.31
Total Interest Revenue	5,970.35
Interlocal Revenue	
4402 Corp Contract Current Year	8,132.40
Total Interlocal Revenue	8,132.40
Miscellaneous Revenue	
4502 Animal Adoption & Impound	2,380.00
4508 Annual Park Passes	600.25
4510 Arrowhead Park Fees	1,906.00
4530 Other Receivables	-181.63
4536 Point Vista Park Fees	485.00
4550 Sycamore Bend Fees	963.00
Total Miscellaneous Revenue	6,152.62

Town of Hickory Creek
Profit & Loss
August 2017

	Aug 17
Municipal Court Revenue	
4602 Building Security Fee	930.62
4604 Citations	64,712.38
4606 Court Technology	1,240.83
4612 State Court Costs	22,308.87
Total Municipal Court Revenue	89,192.70
Sales Tax Revenue	
4702 Sales Tax General Fund	99,577.72
4704 Sales Tax Road Maintenance	19,915.54
4706 Sales Tax 4B Corporation	39,831.09
Total Sales Tax Revenue	159,324.35
Total Income	297,855.44
Gross Profit	297,855.44
Expense	
Capital Outlay	
5010 Street Maintenance	399.50
5012 Streets & Road Improvement	166,778.84
5020 Main Street Reconstruction	-135,894.91
Total Capital Outlay	31,283.43
Debt Service	
5106 2012 Refunding Bond Series	137,617.50
5108 2012 Tax Note Series	117,863.50
5112 2015 C.O. Series	800.00
Total Debt Service	256,281.00
General Government	
5202 Bank Service Charges	60.00
5208 Copier Rental	265.92
5216 Volunteer/Staff Events	344.06
5218 General Communications	770.00
5222 Office Supplies & Equip.	136.11
5224 Postage	824.96
5226 Community Cause	67.96
5228 Town Council/Board Expense	398.61
5230 Training & Education	425.00
5232 Travel Expense	699.27
Total General Government	3,991.89
Municipal Court	
5304 Building Security	79.95
5312 Court Technology	200.00
5318 Merchant Fees/Credit Cards	-731.80
5322 Office Supplies/Equipment	277.33
5324 State Court Costs	84,586.39
5328 Travel Expense	21.56

Town of Hickory Creek
Profit & Loss
August 2017

	Aug 17
5332 Warrants Collected	1,889.86
Total Municipal Court	86,323.29
Parks and Recreation	
5408 Tanglewood Park	253.41
Total Parks and Recreation	253.41
Parks Corps of Engineer	
5432 Arrowhead	5,985.61
5434 Harbor Grove	253.31
5436 Point Vista	876.85
5438 Sycamore Bend	5,885.35
Total Parks Corps of Engineer	13,001.12
Personnel	
5502 Administration Wages	18,748.83
5504 Municipal Court Wages	6,879.50
5506 Police Wages	44,850.10
5507 Police Overtime Wages	278.15
5508 Public Works Wages	9,973.50
5509 Public Works Overtime Wage	139.52
5510 Health Insurance	43,387.89
5514 Payroll Expense	1,209.49
5516 Employment Exams	105.00
5520 Unemployment (TWC)	43.98
Total Personnel	125,615.96
Police Department	
5602 Auto Gas & Oil	2,614.71
5606 Auto Maintenance & Repair	3,993.76
5612 Computer Hardware/Software	248.52
5626 Office Supplies/Equipment	57.32
5630 Personnel Equipment	90.00
5634 Travel Expense	189.45
5636 Uniforms	200.00
5640 Training & Education	215.00
5646 Community Outreach	819.78
Total Police Department	8,428.54
Public Works Department	
5704 Animal Control Equipment	640.67
5708 Animal Control Vet Fees	1,489.08
5710 Auto Gas & Oil	731.57
5714 Auto Maintenance/Repair	1,805.97
5716 Beautification	87,533.34
5728 Equipment Supplies	677.32
5742 Uniforms	84.78
Total Public Works Department	92,962.73
Services	

Town of Hickory Creek
Profit & Loss
August 2017

	<u>Aug 17</u>
5804 Attorney Fees	4,899.75
5812 Document Management	70.90
5818 Inspections	23,506.00
5822 Legal Notices/Advertising	160.60
5826 Municipal Judge	900.00
5828 Printing	75.66
5832 Computer Technical Support	2,299.00
5840 Denton County Dispatch	28,427.00
Total Services	<u>60,338.91</u>
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	3,345.91
5904 Electric	2,486.14
5906 Gas	38.89
5908 Street Lighting	2,562.42
5910 Telephone	104.90
5912 Water	868.38
Total Utilities & Maintenance	<u>9,406.64</u>
Total Expense	<u>687,886.92</u>
Net Ordinary Income	<u>-390,031.48</u>
Net Income	<u><u>-390,031.48</u></u>

Town of Hickory Creek
Budget vs. Actual Year to Date 91.63%
 October 2016 through August 2017

	Oct '16 - Aug 17	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	837,223.95	844,833.00	99.1%
4004 M&O Penalties & Interest	5,263.00	4,300.00	122.4%
4006 Delinquent M&O	2,853.87	2,000.00	142.7%
4008 I&S Debt Service	803,852.65	811,482.00	99.1%
4010 I&S Penalties & Interest	4,453.54	3,700.00	120.4%
4012 Delinquent I&S	2,694.53	3,300.00	81.7%
Total Ad Valorem Tax Revenue	1,656,341.54	1,669,615.00	99.2%
Building Department Revenue			
4102 Building Permits	368,988.74	266,200.00	138.6%
4104 Certificate of Occupancy	500.00	800.00	62.5%
4106 Contractor Registration	17,175.00	5,000.00	343.5%
4108 Final Plat	3,222.76	3,223.00	100.0%
4110 Final Site Plan	500.00	0.00	100.0%
4112 Health Inspections	5,980.00	10,120.00	59.1%
4116 Overweight Vehicles	0.00	0.00	0.0%
4118 Preliminary Plat	0.00	0.00	0.0%
4120 Preliminary Site Plan	0.00	0.00	0.0%
4122 Septic Permits	1,275.00	2,125.00	60.0%
4124 Sign Permits	2,080.00	500.00	416.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	0.00	500.00	0.0%
4130 Vendor Fee	875.00	600.00	145.8%
4132 Alarm Permit Fees	700.00	1,800.00	38.9%
Total Building Department Revenue	401,296.50	291,068.00	137.9%
Franchise Fee Revenue			
4202 Atmos Energy	28,774.64	25,100.00	114.6%
4204 Charter Communications	38,461.35	34,500.00	111.5%
4206 CenturyLink	4,180.06	5,200.00	80.4%
4208 CoServ	4,012.46	4,200.00	95.5%
4210 Oncor Electric	129,366.95	127,997.00	101.1%
4212 Waste Management	36,928.74	32,000.00	115.4%
Total Franchise Fee Revenue	241,724.20	228,997.00	105.6%
Interest Revenue			
4302 Animal Shelter Interest	87.88	45.00	195.3%
4304 Building Security Interest	2.15	2.00	107.5%
4306 Court Technology Interest	0.00	0.00	0.0%
4308 Drug Forfeiture Interest	1.70	2.00	85.0%
4310 Drug Seizure Interest	0.06	1.00	6.0%
4312 General Fund Interest	0.00	0.00	0.0%
4314 Logic Investment Interest	31,986.66	18,000.00	177.7%
4320 Logic Street/Road Improv.	21,104.04	12,000.00	175.9%
4322 Logic Turbeville Road	1,899.92	1,800.00	105.6%
4324 Parks & Recreation	0.00	0.00	0.0%
4326 PD State Training Interest	0.86	1.00	86.0%
4328 Logic Harbor/Sycamore Bend	3,050.57	1,600.00	190.7%
Total Interest Revenue	58,133.84	33,451.00	173.8%
Interlocal Revenue			
4402 Corp Contract Current Year	23,312.88	34,000.00	68.6%
Total Interlocal Revenue	23,312.88	34,000.00	68.6%

Town of Hickory Creek
Budget vs. Actual Year to Date 91.63%
 October 2016 through August 2017

	Oct '16 - Aug 17	Budget	% of Budget
Miscellaneous Revenue			
4502 Animal Adoption & Impound	8,980.00	7,000.00	128.3%
4506 Animal Shelter Donations	1,452.20	2,000.00	72.6%
4508 Annual Park Passes	18,610.52	20,000.00	93.1%
4510 Arrowhead Park Fees	12,225.00	30,000.00	40.8%
4512 Beer & Wine Permit	0.00	60.00	0.0%
4514 Cobra Premiums	0.00	0.00	0.0%
4516 Corp Parks Prior Year Rev	0.00	24,520.00	0.0%
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	592.00	0.00	100.0%
4522 EDCPayment/Ronald Reagan	0.00	45,778.00	0.0%
4524 Fund Balance Reserve	0.00	0.00	0.0%
4526 Mineral Rights	378.55	450.00	84.1%
4528 NSF Fees	50.00	100.00	50.0%
4530 Other Receivables	106,959.93	14,000.00	764.0%
4534 PD State Training	1,328.87	1,328.87	100.0%
4536 Point Vista Park Fees	5,251.00	5,000.00	105.0%
4546 Street Bond Proceeds	0.00	509,416.00	0.0%
4550 Sycamore Bend Fees	17,236.00	10,000.00	172.4%
4554 Building Security Fund Res	0.00	0.00	0.0%
4556 Court Tech Fund Reserve	0.00	13,535.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
Total Miscellaneous Revenue	173,064.07	683,187.87	25.3%
Municipal Court Revenue			
4602 Building Security Fee	10,891.42	10,285.00	105.9%
4604 Citations	709,376.82	550,000.00	129.0%
4606 Court Technology	14,392.74	13,640.00	105.5%
4612 State Court Costs	265,737.22	242,000.00	109.8%
Total Municipal Court Revenue	1,000,398.20	815,925.00	122.6%
Sales Tax Revenue			
4702 Sales Tax General Fund	867,599.26	903,125.00	96.1%
4704 Sales Tax Road Maintenance	173,519.85	180,625.00	96.1%
4706 Sales Tax 4B Corporation	347,039.71	361,250.00	96.1%
4708 Sales Tax Mixed Beverage	14.58	350.00	4.2%
Total Sales Tax Revenue	1,388,173.40	1,445,350.00	96.0%
Total Income	4,942,444.63	5,201,593.87	95.0%
Gross Profit	4,942,444.63	5,201,593.87	95.0%
Expense			
Capital Outlay			
5010 Street Maintenance	41,433.89	180,625.00	22.9%
5012 Streets & Road Improvement	1,619,528.00	509,416.00	317.9%
5020 Main Street Reconstruction	-538,321.48	0.00	100.0%
Total Capital Outlay	1,122,640.41	690,041.00	162.7%
Debt Service			
5106 2012 Refunding Bond Series	150,360.00	150,236.00	100.1%
5108 2012 Tax Note Series	120,852.00	120,728.00	100.1%
5110 2015 Refunding Bond Series	311,825.00	311,700.00	100.0%
5112 2015 C.O. Series	275,525.00	274,600.00	100.3%
Total Debt Service	858,562.00	857,264.00	100.2%
General Government			

Town of Hickory Creek
Budget vs. Actual Year to Date 91.63%
 October 2016 through August 2017

	Oct '16 - Aug 17	Budget	% of Budget
5202 Bank Service Charges	454.00	500.00	90.8%
5204 Books & Subscriptions	167.50	300.00	55.8%
5206 Computer Hardware/Software	11,376.07	15,000.00	75.8%
5208 Copier Rental	4,055.94	3,500.00	115.9%
5210 Dues & Memberships	1,826.94	2,000.00	91.3%
5212 EDC Tax Payment	307,208.63	361,250.00	85.0%
5214 Election Expenses	0.00	0.00	0.0%
5216 Volunteer/Staff Events	6,441.12	8,500.00	75.8%
5218 General Communications	11,596.98	15,500.00	74.8%
5222 Office Supplies & Equip.	2,055.65	2,000.00	102.8%
5224 Postage	5,865.20	6,000.00	97.8%
5226 Community Cause	3,227.82	4,000.00	80.7%
5228 Town Council/Board Expense	3,224.89	5,000.00	64.5%
5230 Training & Education	1,355.00	2,000.00	67.8%
5232 Travel Expense	1,863.90	1,500.00	124.3%
5234 Staff Uniforms	856.48	1,000.00	85.6%
Total General Government	361,576.12	428,050.00	84.5%
Municipal Court			
5302 Books & Subscriptions	36.00	100.00	36.0%
5304 Building Security	1,823.04	10,285.00	17.7%
5312 Court Technology	20,773.31	27,175.00	76.4%
5314 Dues & Memberships	245.94	200.00	123.0%
5318 Merchant Fees/Credit Cards	-9,005.16	0.00	100.0%
5322 Office Supplies/Equipment	1,595.27	1,500.00	106.4%
5324 State Court Costs	274,683.49	242,000.00	113.5%
5326 Training & Education	250.00	550.00	45.5%
5328 Travel Expense	315.06	1,400.00	22.5%
5330 Warrant Roundup	1,039.13	1,500.00	69.3%
5332 Warrants Collected	-6,936.13	0.00	100.0%
Total Municipal Court	284,819.95	284,710.00	100.0%
Parks and Recreation			
5402 Events	3,999.54	4,000.00	100.0%
5404 Marketing	0.00	500.00	0.0%
5406 Professional Dues	0.00	400.00	0.0%
5408 Tanglewood Park	45,347.52	48,000.00	94.5%
5410 Travel and Training	0.00	1,000.00	0.0%
5412 KHCB	100.00	1,000.00	10.0%
5414 Tree City USA	934.41	1,000.00	93.4%
5416 Town Hall Park	6,014.25	8,000.00	75.2%
Total Parks and Recreation	56,395.72	63,900.00	88.3%
Parks Corps of Engineer			
5432 Arrowhead	12,845.88	12,000.00	107.0%
5434 Harbor Grove	1,029.91	4,000.00	25.7%
5436 Point Vista	4,917.42	12,000.00	41.0%
5438 Sycamore Bend	15,358.48	42,000.00	36.6%
5440 Public Works Services	0.00	25,000.00	0.0%
Total Parks Corps of Engineer	34,151.69	95,000.00	35.9%
Personnel			
5502 Administration Wages	223,506.51	240,705.00	92.9%
5504 Municipal Court Wages	83,780.02	93,390.00	89.7%
5506 Police Wages	515,108.53	559,090.00	92.1%
5507 Police Overtime Wages	4,818.45	12,000.00	40.2%
5508 Public Works Wages	143,493.35	164,665.00	87.1%

Town of Hickory Creek
Budget vs. Actual Year to Date 91.63%
 October 2016 through August 2017

	Oct '16 - Aug 17	Budget	% of Budget
5509 Public Works Overtime Wage	2,187.68	2,500.00	87.5%
5510 Health Insurance	178,632.89	186,150.00	96.0%
5512 Longevity	10,023.00	10,023.00	100.0%
5514 Payroll Expense	14,837.47	16,500.00	89.9%
5516 Employment Exams	1,016.00	1,500.00	67.7%
5518 Retirement (TMRS)	102,336.31	122,715.00	83.4%
5520 Unemployment (TWC)	287.42	2,000.00	14.4%
5522 Workman's Compensation	25,855.34	25,856.00	100.0%
Total Personnel	1,305,882.97	1,437,094.00	90.9%
Police Department			
5602 Auto Gas & Oil	24,195.36	20,780.00	116.4%
5604 Auto Lease	9,764.00	9,764.00	100.0%
5606 Auto Maintenance & Repair	23,719.77	20,000.00	118.6%
5608 Auto New Equipment	0.00	2,000.00	0.0%
5610 Books & Subscriptions	317.00	400.00	79.3%
5612 Computer Hardware/Software	24,808.57	35,100.00	70.7%
5614 Crime Lab Analysis	1,316.98	1,500.00	87.8%
5616 Drug Forfeiture	7,798.50	13,828.00	56.4%
5618 Dues & Memberships	445.00	400.00	111.3%
5626 Office Supplies/Equipment	2,680.03	2,000.00	134.0%
5628 PD State Training	0.00	1,328.87	0.0%
5630 Personnel Equipment	17,007.66	17,000.00	100.0%
5632 Radios	0.00	0.00	0.0%
5634 Travel Expense	2,370.91	1,000.00	237.1%
5636 Uniforms	2,826.94	3,000.00	94.2%
5640 Training & Education	2,147.00	3,000.00	71.6%
5642 Auto Purchase	0.00	0.00	0.0%
5644 Citizens on Patrol	388.60	600.00	64.8%
5646 Community Outreach	1,014.42	1,000.00	101.4%
Total Police Department	120,800.74	132,700.87	91.0%
Public Works Department			
5702 Animal Control Donation	0.00	2,000.00	0.0%
5704 Animal Control Equipment	640.67	600.00	106.8%
5706 Animal Control Supplies	778.69	1,000.00	77.9%
5708 Animal Control Vet Fees	5,629.40	5,000.00	112.6%
5710 Auto Gas & Oil	9,309.61	10,000.00	93.1%
5712 Auto Lease	0.00	0.00	0.0%
5714 Auto Maintenance/Repair	11,643.51	15,000.00	77.6%
5716 Beautification	131,564.59	60,105.00	218.9%
5718 Computer Hardware/Software	0.00	500.00	0.0%
5720 Dues & Memberships	335.00	350.00	95.7%
5722 Equipment	0.00	2,000.00	0.0%
5724 Equipment Maintenance	5,175.29	8,000.00	64.7%
5726 Equipment Rental	-267.79	500.00	-53.6%
5728 Equipment Supplies	5,895.37	6,500.00	90.7%
5732 Office Supplies/Equipment	827.45	1,000.00	82.7%
5734 Radios	3,215.53	3,000.00	107.2%
5738 Training	989.00	1,200.00	82.4%
5740 Travel Expense	646.69	1,000.00	64.7%
5742 Uniforms	1,889.91	2,800.00	67.5%
5748 Landscaping Services	27,222.12	27,223.00	100.0%
Total Public Works Department	205,495.04	147,778.00	139.1%
Services			
5802 Appraisal District	7,713.69	10,500.00	73.5%

12:21 PM

09/13/17

Accrual Basis

Town of Hickory Creek

Budget vs. Actual Year to Date 91.63%

October 2016 through August 2017

	Oct '16 - Aug 17	Budget	% of Budget
5804 Attorney Fees	49,461.17	50,000.00	98.9%
5806 Audit	12,000.00	12,000.00	100.0%
5808 Codification	2,655.00	1,000.00	265.5%
5812 Document Management	917.43	1,000.00	91.7%
5814 Engineering	54,767.77	40,000.00	136.9%
5816 General Insurance	32,629.10	32,630.00	100.0%
5818 Inspections	68,964.00	50,000.00	137.9%
5820 Fire Service	599,401.00	611,405.00	98.0%
5822 Legal Notices/Advertising	828.40	2,500.00	33.1%
5824 Library Services	465.00	500.00	93.0%
5826 Municipal Judge	9,000.00	10,800.00	83.3%
5828 Printing	1,060.33	1,600.00	66.3%
5830 Tax Collection	1,555.92	1,600.00	97.2%
5832 Computer Technical Support	29,298.26	27,000.00	108.5%
5838 DCCAC	197.96	4,153.00	4.8%
5840 Denton County Dispatch	28,427.00	28,427.00	100.0%
5844 Helping Hands	0.00	300.00	0.0%
5846 Span Transit Services	0.00	5,000.00	0.0%
Total Services	899,342.03	890,415.00	101.0%
Special Events			
6004 Fourth of July Celebration	4,000.00	4,000.00	100.0%
6008 Tree Lighting	3,527.88	3,366.00	104.8%
Total Special Events	7,527.88	7,366.00	102.2%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	76,672.75	80,000.00	95.8%
5904 Electric	29,515.98	28,000.00	105.4%
5906 Gas	1,137.06	1,500.00	75.8%
5908 Street Lighting	29,867.55	29,000.00	103.0%
5910 Telephone	14,725.86	21,575.00	68.3%
5912 Water	9,704.86	7,200.00	134.8%
Total Utilities & Maintenance	161,624.06	167,275.00	96.6%
Total Expense	5,418,818.61	5,201,593.87	104.2%
Net Ordinary Income	-476,373.98	0.00	100.0%
Net Income	-476,373.98	0.00	100.0%

12:22 PM
09/13/17
Accrual Basis

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

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5010 Street Maintenance				
Bill	07/17/2017	Invoi...	B & G Chemical	1,880.00
Total 5010 Street Maintenance				1,880.00
5012 Streets & Road Improvement				
Bill	07/17/2017	Invoi...	Halff Associates, Inc.	1,565.39
Bill	07/27/2017	Invoi...	Halff Associates, Inc.	18,598.36
Total 5012 Streets & Road Improvement				20,163.75
5020 Main Street Reconstruction				
Bill	07/27/2017	Invoi...	Halff Associates, Inc.	1,132.45
Total 5020 Main Street Reconstruction				1,132.45
Total Capital Outlay				23,176.20
Debt Service				
5110 2015 Refunding Bond Series				
Check	07/17/2017	3387	US Bank	248,350.00
Total 5110 2015 Refunding Bond Series				248,350.00
5112 2015 C.O. Series				
Check	07/17/2017	3386	US Bank	209,800.00
Total 5112 2015 C.O. Series				209,800.00
Total Debt Service				458,150.00
General Government				
5212 EDC Tax Payment				
Check	07/27/2017	3400	Hickory Creek Economic Development	31,849.46
Total 5212 EDC Tax Payment				31,849.46
Total General Government				31,849.46
Municipal Court				
5332 Warrants Collected				
Deposit	07/26/2017			-1,258.50
Bill	07/17/2017	OB...	OmniBase Services Texas, LP	1,379.14
Bill	07/17/2017	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	1,563.54
Bill	07/17/2017	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	4,829.48
Total 5332 Warrants Collected				6,513.66
Total Municipal Court				6,513.66
Police Department				
5602 Auto Gas & Oil				
Check	07/27/2017	Debit	WEX INC DESFLEET DEBI	2,371.31

12:22 PM
09/13/17
Accrual Basis

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

Type	Date	Num	Name	Amount
			Total 5602 Auto Gas & Oil	2,371.31
Deposit	5616 Drug Forfeiture 07/24/2017		GOVERNOR FISCAL DESINV-PAYMTS	-6,029.00
			Total 5616 Drug Forfeiture	-6,029.00
			Total Police Department	-3,657.69
			Public Works Department	
Check	5716 Beautification 07/10/2017	3385	Blooming Colors Nursery & Landscaping	43,766.66
			Total 5716 Beautification	43,766.66
			Total Public Works Department	43,766.66
			Services	
Bill	5814 Engineering 07/17/2017	Invoi...	Halff Associates, Inc.	4,188.16
Bill	07/27/2017	Invoi...	Halff Associates, Inc.	5,733.74
Bill	07/27/2017	Invoi...	Halff Associates, Inc.	6,551.37
			Total 5814 Engineering	16,473.27
Bill	5820 Fire Service 07/17/2017	Invoi...	City of Corinth	153,408.22
			Total 5820 Fire Service	153,408.22
Bill	5832 Computer Technical Support 07/17/2017	Invoi...	MiTech Services, LLC	1,950.00
			Total 5832 Computer Technical Support	1,950.00
			Total Services	171,831.49
			Utilities & Maintenance	
Bill	5904 Electric 07/17/2017	S17...	Hudson Energy Services, LLC	2,118.92
			Total 5904 Electric	2,118.92
Bill	5908 Street Lighting 07/17/2017	S17...	Hudson Energy Services, LLC	2,515.16
			Total 5908 Street Lighting	2,515.16
			Total Utilities & Maintenance	4,634.08
			Total Expense	736,263.86
			Net Ordinary Income	-736,263.86
			Net Income	-736,263.86



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: 08/01/2017 - 08/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2660%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 32 DAYS AND THE NET ASSET VALUE FOR 8/31/17 WAS 1.000115.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,045.70
08/31/2017	MONTHLY POSTING	9999888	9.70	9,055.40
	ENDING BALANCE			9,055.40

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,045.70
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	9.70
ENDING BALANCE	9,055.40
AVERAGE BALANCE	9,045.70

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	65.67





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: 08/01/2017 - 08/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2660%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 32 DAYS AND THE NET ASSET VALUE FOR 8/31/17 WAS 1.000115.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			325,806.70
08/31/2017	MONTHLY POSTING	9999888	350.31	326,157.01
	ENDING BALANCE			326,157.01

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	325,806.70
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	350.31
ENDING BALANCE	326,157.01
AVERAGE BALANCE	325,806.70

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	2,364.15





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276011

ACCOUNT NAME: PID NO 1 ROAD

STATEMENT PERIOD: 08/01/2017 - 08/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2660%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 32 DAYS AND THE NET ASSET VALUE FOR 8/31/17 WAS 1.000115.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			23,003.11
08/31/2017	MONTHLY POSTING	9999888	24.75	23,027.86
	ENDING BALANCE			23,027.86

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	23,003.11
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	24.75
ENDING BALANCE	23,027.86
AVERAGE BALANCE	23,003.11

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
PID NO 1 ROAD	14,322.88	0.00	136.82





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276012

ACCOUNT NAME: PID NO 1 SAFETY

STATEMENT PERIOD: 08/01/2017 - 08/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2660%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 32 DAYS AND THE NET ASSET VALUE FOR 8/31/17 WAS 1.000115.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			93,414.78
08/31/2017	MONTHLY POSTING	9999888	100.42	93,515.20
	ENDING BALANCE			93,515.20

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	93,414.78
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	100.42
ENDING BALANCE	93,515.20
AVERAGE BALANCE	93,414.78

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
PID NO 1 SAFETY	57,744.20	0.00	556.41





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276008

ACCOUNT NAME: PID NO 1

STATEMENT PERIOD: 08/01/2017 - 08/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2660%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 32 DAYS AND THE NET ASSET VALUE FOR 8/31/17 WAS 1.000115.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			401,283.47
08/31/2017	MONTHLY POSTING	9999888	431.50	401,714.97
	ENDING BALANCE			401,714.97

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	401,283.47
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	431.50
ENDING BALANCE	401,714.97
AVERAGE BALANCE	401,283.47

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
PID NO 1	248,868.63	0.00	2,388.51





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276010

ACCOUNT NAME: PID NO 2

STATEMENT PERIOD: 08/01/2017 - 08/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2660%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 32 DAYS AND THE NET ASSET VALUE FOR 8/31/17 WAS 1.000115.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			71,807.64
08/31/2017	MONTHLY POSTING	9999888	77.20	71,884.84
	ENDING BALANCE			71,884.84

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	71,807.64
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	77.20
ENDING BALANCE	71,884.84
AVERAGE BALANCE	71,807.64

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
PID NO 2	51,383.42	0.00	412.98





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: 08/01/2017 - 08/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2660%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 32 DAYS AND THE NET ASSET VALUE FOR 8/31/17 WAS 1.000115.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			3,237,919.27
08/01/2017	ACH WITHDRAWAL	6084296	100,000.00 -	3,137,919.27
08/02/2017	ACH WITHDRAWAL	6084414	100,000.00 -	3,037,919.27
08/18/2017	ACH WITHDRAWAL	6084867	350,000.00 -	2,687,919.27
08/31/2017	MONTHLY POSTING	9999888	3,100.05	2,691,019.32
	ENDING BALANCE			2,691,019.32

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	3,237,919.27
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	550,000.00
TOTAL INTEREST	3,100.05
ENDING BALANCE	2,691,019.32
AVERAGE BALANCE	2,883,080.56

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	1,015,515.73	1,380,469.13	24,890.23





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276005

ACCOUNT NAME: RESIDENTIAL STREET & RD IMPROV

STATEMENT PERIOD: 08/01/2017 - 08/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2660%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 32 DAYS AND THE NET ASSET VALUE FOR 8/31/17 WAS 1.000115.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			2,131,064.83
08/31/2017	MONTHLY POSTING	9999888	2,291.36	2,133,356.19
	ENDING BALANCE			2,133,356.19

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	2,131,064.83
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	2,291.36
ENDING BALANCE	2,133,356.19
AVERAGE BALANCE	2,131,064.83

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
RESIDENTIAL STREET & RD IMPROV	0.00	454,402.05	17,026.75





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: 08/01/2017 - 08/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.2660%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 32 DAYS AND THE NET ASSET VALUE FOR 8/31/17 WAS 1.000115.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			202,918.14
08/31/2017	MONTHLY POSTING	9999888	218.18	203,136.32
	ENDING BALANCE			203,136.32

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	202,918.14
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	218.18
ENDING BALANCE	203,136.32
AVERAGE BALANCE	202,918.14

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	1,472.41





Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.3

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

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2017-09-772**

**AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS
AMENDING THE TOWN'S CODE OF ORDINANCES, CHAPTER
8: OFFENSES AND NUISANCES; ARTICLE 8.09, RESTRICTIONS
ON SEX OFFENDERS BY AMENDING SECTION 8.09.02 SEX
OFFENDER RESIDENCY PROHIBITION; PROVIDING FOR
INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS;
PROVIDING FOR AMENDMENTS; PROVIDING A
CUMULATIVE REPEALER CLAUSE; PROVIDING FOR
SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR
A PENALTY; PROVIDING FOR A PUBLICATION CLAUSE;
PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND
PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the Town of Hickory Creek, Texas, is given authority by Chapter 51 of the Local Government Code to amend an ordinance; and

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

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

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

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

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

**SECTION 1
INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENTS**

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

“Sec. 8.09.001 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

(3) The person is a minor;

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

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

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

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

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

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

(3) other work related purposes.”

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

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

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

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

SECTION 4 **CUMULATIVE REPEALER**

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

SECTION 5 **SAVINGS**

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

SECTION 6 **SEVERABILITY**

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

SECTION 7
PENALTY

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

SECTION 8
PUBLICATION

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

SECTION 9
ENGROSSMENT AND ENROLLMENT

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

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

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

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

Lance Vanzant, Town Attorney
Town of Hickory Creek, Texas



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.1

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

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2017-09-773**

AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS, COMMONLY KNOWN AS THE STEEPLECHASE NORTH ADDITION AND EXTENDING THE BOUNDARY LIMITS OF SAID TOWN SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY 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 SAID TOWN; AND ADOPTING A SERVICE PLAN; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 43 of the Texas Local Government Code authorizes the annexation of territory, subject to the laws of this state; and

WHEREAS, a petition has been signed by a majority of the qualified voters and inhabitants of the territory proposed to be annexed; and

WHEREAS, said petition requests the annexation of said territory and in an affidavit of three (3) applicants stating that said petition is signed by a majority of the qualified voters within such area proposed for annexation have been presented to the Town Council.

WHEREAS, the procedures prescribed by the Texas Local Government and the laws of this state have been duly followed with respect to the territory described on the attached Exhibit A.

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, Texas, 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 city limits of the Town of Hickory Creek, and the same shall hereafter be included within the territorial limits of said city, 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:

Annexed area: A 38.9197 acre tract of land situated in the H.H. Swisher Survey, Abstract 1120, and the M.E.P. and P.R.R. Company Survey, Abstract 915, Denton County, Texas; Steeplechase North Addition

Said tract is more particularly described on the attached Exhibit A.

2. A service plan for the area is hereby adopted and attached as Exhibit B.

3. The Town Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the Town Council and by filing with the County Clerk of Denton, Texas, a certified copy of this ordinance this Ordinance in the Ordinance records of the Town.

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

AND IT IS SO ORDAINED.

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

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

Town Attorney
Town of Hickory Creek, Texas

EXHIBIT A

DESCRIPTION OF THE PROPERTY

38.9197 ACRE PARCEL
DENTON COUNTY, TEXAS

BEING all that certain lot, tract or parcel of land situated in the H. H. Swisher Survey, Abstract No. 1220, and the M.E.P. & P.R.R. Company Survey, Abstract No. 915, Denton County, Texas, and being a portion of the property described as Tract I, Tract III, and Tract IV in deed from Alan H. Goldfield and wife, Shirley M. Goldfield to AS Gold, L.P. as recorded under County Clerk File No. 99-R-0094877 of the Deed Records of Denton County, Texas and being more described by metes and bounds as follows;

COMMENCING at a 5/8" iron rod found in the East right of way line of Parkridge Drive (variable width right of way) at its intersection with the North line of a tract of said AS Gold L.P., Tract IV, for the Northeast corner of a called 0.1292 acre tract of land conveyed to the City of Corinth, Denton County, Texas for Dedication of said Parkridge Drive as recorded under County Clerk File No. 2011-64010 of the Deed Records of Denton County, Texas;

THENCE South 07° 28' 56" East along the East right of way line of Park Ridge Drive for a distance of 18.71 to a point for corner;

THENCE South 11° 48' 18" East and continuing along the East right of way line of said Parkridge Drive for a distance of 11.58 feet to a 5/8" iron rod set for the POINT OF BEGINNING for this description;

THENCE North 88° 34' 02" East and departing the East right of way line of said Parkridge Drive for a distance of 1330.25 feet to a 5/8" iron rod set for corner, said point being the beginning of a curve to the right having a central angle of 01° 14' 44" with a radius of 400.00 feet and a chord bearing North 89° 11' 24" East at a distance of 8.69 feet;

THENCE Easterly along said curve to the right for an arc distance of 8.70 feet to a 5/8" iron rod set for corner;

THENCE South 00° 00' 43" West for a distance of 1421.53 feet to a 5/8" iron rod set for corner in the in the South line of said AS Gold, L.P. Tract I and being in Turbeville Road (variable width right of way);

THENCE South 89° 41' 33" West and following along the South line of said AS Gold, L.P. Tract I in Turbeville Road for a distance of 7.14 feet to a 5/8" iron rod set for corner;

THENCE North 89° 20' 08" West and continuing along the South line of said AS Gold, L.P. Tract I and Tract III in Turbeville Road for a distance of 1000.00 feet to a pk nail set for corner in the aforesaid East right of way line of Parkridge Drive;

THENCE North $20^{\circ} 51' 53''$ West and following along the East right of way line of said Parkridge Drive for a distance of 115.23 feet to a 5/8" iron rod found for corner;

THENCE North $20^{\circ} 41' 27''$ West and continuing along the East right of way line of said Parkridge Drive for a distance of 358.78 feet to a 5/8" iron rod found for corner, said point being the beginning of a curve to the right having a radius of 750.00 feet through a central angle of $07^{\circ} 51' 16''$ and a chord bearing North $16^{\circ} 45' 49''$ West at a chord distance of 102.73 feet;

THENCE Northwesterly along said curve to the right and continuing along the East right of way line of said Parkridge Drive for an arc distance of 102.81 feet to a 5/8" iron rod found for corner;

THENCE North $12^{\circ} 50' 11''$ West and continuing along the East right of way line of said Parkridge Drive and for a distance of 273.32 feet to a 5/8" iron rod found for corner, said point being the beginning of a curve to the right having a radius of 700.00 feet through a central angle of $09^{\circ} 17' 04''$ and a chord bearing North $08^{\circ} 11' 39''$ West at a chord distance of 113.31 feet;

THENCE Northwesterly along said curve to the right and continuing along the East right of way line of said Parkridge Drive for an arc distance of 113.43 feet to a 5/8" iron rod found for corner;

THENCE North $03^{\circ} 33' 07''$ West and continuing along the East right of way line of said Parkridge Drive for a distance of 208.48 feet to a 5/8" iron rod found for corner, said point being the beginning of a curve to the left having a radius of 750.00 feet through a central angle of $08^{\circ} 15' 11''$ and a chord bearing North $07^{\circ} 40' 43''$ West at a chord distance of 107.94 feet;

THENCE Northwesterly along said curve to the right and continuing along the East right of way line of said Parkridge Drive for an arc distance of 108.03 feet to a 5/8" iron rod found for corner;

THENCE North $11^{\circ} 48' 18''$ West and continuing along the East right of way line of said Parkridge Drive for a distance of 144.27 feet to the POINT OF BEGINNING and CONTAINING 38.9197 ACRES OF LAND, more or less.

EXHIBIT B

TOWN OF HICKORY CREEK SERVICE PLAN

I. ANNEXED AREA

Steeplechase North Addition

II. INTRODUCTION

This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 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. 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 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.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.2

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

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2017-0919-1**

**HICKORY CREEK PUBLIC IMPROVEMENT DISTRICT NO. 1 ANNUAL UPDATED
SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
HICKORY CREEK UPDATING THE HICKORY CREEK PUBLIC
IMPROVEMENT DISTRICT NO. 1 SERVICE AND ASSESSMENT PLAN
AND ASSESSMENT ROLL – MAINTENANCE/SERVICES**

WHEREAS, on March 27, 2012, after notice and a public hearing in the manner required by law, the Town Council of the Town of Hickory Creek, Texas (the “Town”) approved a resolution authorizing the creation of Hickory Creek Public Improvement District No. 1 of the Town of Hickory Creek (the “District”);

WHEREAS, on April 24, 2012, after notice and a public hearing conducted in the manner required by law, the Town Council adopted an ordinance (the “Assessment Ordinance”) approving a Service and Assessment Plan and Assessment Roll and the levy of assessments on property in the District;

WHEREAS, Section 372.013 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”) and the Service and Assessment Plan require that the Service and Assessment Plan and Assessment Roll be annually reviewed and updated;

WHEREAS, the District was located in the Town’s extraterritorial jurisdiction at the time the Hickory Creek Public Improvement District No. 1 Service and Assessment Plan – Maintenance/Services (the “Maintenance and Services SAP”) was approved;

WHEREAS, the Maintenance and Services SAP was prepared to provide funding for the Town to provide for the maintenance of public roadways within and adjacent to the PID District and the provision of public safety services (including police, fire, and EMS) within the District;

WHEREAS, all of the property within the District was annexed into the corporate limits of the Town on September 19, 2017 pursuant to Ordinance No. 2017-09-773 and the Town will now collect ad valorem property taxes to pay for services previously funded by the Maintenance and Services SAP;

WHEREAS, the Town Council now desires to proceed with the adoption of this Resolution which supplements the Assessment Ordinance and approves and adopts the Annual Service Plan Update and the updated Assessment Roll attached thereto, in conformity with the requirements of the PID Act.

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

I. FINDINGS

The findings and determinations set forth in the preambles are hereby incorporated by reference for all purposes.

II. ANNUAL SERVICE PLAN UPDATE AND ASSESSMENT ROLL

The Annual Service Plan Update and updated Assessment Roll attached hereto as Exhibit A are hereby accepted and approved.

III. EFFECTIVE DATE

This Resolution shall take effect upon passage and execution hereof.

ADOPTED AND APPROVED on this 19th day of September, 2017 by a vote of the Town Council of the Town of Hickory Creek.

Lynn C. Clark, Mayor
Town of Hickory Creek

ATTEST:

APPROVED AS TO FORM:

Kristi K. Rogers
Town Secretary

Lance Vanzant
Town Attorney

Exhibit A

Annual Service and Assessment Plan Update



HICKORY CREEK PUBLIC IMPROVEMENT
DISTRICT NO. 1 – MAINTENANCE/SERVICES
2017 ANNUAL SERVICE PLAN UPDATE

INTRODUCTION

The Hickory Creek Public Improvement District No. 1 (“PID No. 1”) was created pursuant to the PID Act and a resolution of the Town Council on March 27, 2012 to finance certain public improvement projects and maintenance/services for the benefit of the property in PID No. 1.

The PID No. 1 Service and Assessment Plan – Maintenance/Services (the “Maintenance and Services SAP”) was prepared at the direction of the Town to provide funding for the Town to provide for the maintenance of public roadways within and adjacent to the PID District and the provision of public safety services (including police, fire, and EMS) within the District.

TERMINATION OF MAINTENANCE/SERVICES ASSESSMENT

The Town annexed all the property within PID No. 1 on September 19, 2017 and will collect ad valorem property taxes to pay for services previously funded by the Maintenance and Services SAP. Therefore, no further Assessments or Annual Installments shall be collected from any property within PID No. 1. Furthermore, this shall be the final Service Plan Update for the Maintenance and Services SAP, as no further expenses or revenues will be incurred/required.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.3

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

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2017-0919-2**

**HICKORY CREEK PUBLIC IMPROVEMENT DISTRICT NO. 2 ANNUAL UPDATED
SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
HICKORY CREEK UPDATING THE HICKORY CREEK PUBLIC
IMPROVEMENT DISTRICT NO. 2 SERVICE AND ASSESSMENT PLAN
AND ASSESSMENT ROLL**

WHEREAS, on September 18, 2012, after notice and a public hearing in the manner required by law, the Town Council of the Town of Hickory Creek, Texas (the “Town”) approved a resolution authorizing the creation of Hickory Creek Public Improvement District of the Town of Hickory Creek (the “District”);

WHEREAS, on October 14, 2012, after notice and a public hearing conducted in the manner required by law, the Town Council adopted an ordinance (the “Assessment Ordinance”) approving a Service and Assessment Plan and Assessment Roll and the levy of assessments on property in the District;

WHEREAS, Section 372.013 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”) and the Service and Assessment Plan require that the Service and Assessment Plan and Assessment Roll be annually reviewed and updated;

WHEREAS, the Annual Service Plan Update and updated Assessment Roll attached as Exhibit A hereto conform to the original Assessment Roll and update the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation that occur during the year, if any; and

WHEREAS, the Town Council now desires to proceed with the adoption of this Resolution which supplements the Assessment Ordinance and approves and adopts the Annual Service Plan Update and the updated Assessment Roll attached thereto, in conformity with the requirements of the PID Act.

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

I. FINDINGS

The findings and determinations set forth in the preambles are hereby incorporated by reference for all purposes.

II. ANNUAL SERVICE PLAN UPDATE AND ASSESSMENT ROLL

The Annual Service Plan Update and updated Assessment Roll attached hereto as Exhibit A are hereby accepted and approved.

III. EFFECTIVE DATE

This Resolution shall take effect upon passage and execution hereof.

ADOPTED AND APPROVED on this 19th day of September, 2017 by a vote of the Town Council of the Town of Hickory Creek.

Lynn C. Clark, Mayor
Town of Hickory Creek

ATTEST:

APPROVED AS TO FORM:

Kristi K. Rogers
Town Secretary

Lance Vanzant
Town Attorney

Exhibit A

Annual Service and Assessment Plan Update



HICKORY CREEK
PUBLIC IMPROVEMENT DISTRICT NO. 2
2017 ANNUAL SERVICE PLAN UPDATE

INTRODUCTION

The Hickory Creek Public Improvement District No. 2 ("PID No. 2") was created pursuant to the PID Act and a resolution of the City Council on September 18, 2012 to finance certain public improvement projects for the benefit of the property in PID No. 2. A Reimbursement Agreement between the City and the Developer was signed on October 16, 2012 to provide for the financing of the costs of the Improvements for the benefit of the property in PID No. 2. Under the terms of the Reimbursement Agreement, the Developer is entitled to receive payments in the principal amount of \$4,739,000. In addition, simple interest is applied to each Lot, beginning on the date the Lot was platted at the rate of 6.5% per annum for the first five years and simple interest at the rate of 6.23% per annum for years six through 35.

The Service and Assessment Plan identifies the public improvements (the "Improvements") to be constructed, the costs of the Improvements, the indebtedness to be incurred for the Improvements, and the manner of assessing the property in PID No. 2 for the costs of the Improvements. Pursuant to Chapter 372, Texas Local Government Code (as amended, the "Act"), the Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Service and Assessment Plan for 2017 (the "Annual Service Plan Update"). This Annual Service Plan Update also updates the Assessment Roll for 2017. Capitalized terms used in this Annual Service Plan Update shall have the meanings set forth in the Service and Assessment Plan or the PID Reimbursement Agreement, as applicable

BUDGET FOR CONSTRUCTION OF THE PID IMPROVEMENTS

The Improvements consist of water, sanitary sewer, drainage system, and street infrastructure. The estimated cost of the Improvements is \$4,963,000. Once the final construction costs are known, the actual costs will be shown in a future Service Plan Update. In the event the actual costs are less than \$4,739,000, the Assessment per Lot will be decreased accordingly, and each Lot will receive a credit for any interest paid in previous years on the cost savings.

ANNUAL INSTALLMENTS

Interest Rate

The Annual Installment for each Lot shall include interest on the unpaid principal amount of the Assessment at a rate of 6.5% per annum, simple interest for the first five years and a rate of 6.23% per annum, simple interest for years six through thirty-five. Pursuant to the Assessment Roll contained in the original SAP, Year 1 will commence for each Lot on the Lot's plat date. There has been one plat recorded in 2012, containing 117 lots. Therefore, 2017 corresponds to year 6 in the original Assessment Roll and thus, the interest rate for the remainder of the PID is 6.23% per annum for those 117 lots

There was an interest rate calculation error in the original SAP. The Assessment Roll was calculating interest in years six through thirty-five at a rate of 6.45% and not the 6.23% rate stated. The revised Assessment Roll with the correct interest rate calculation is shown on Appendix A.

Prepayment

The Assessment imposed on any Parcel may be paid in full at any time. To date, no prepayments have occurred.

Annual Installment

If not paid in full, the Assessment shall be payable in thirty-five annual installments of principal and interest beginning on the Lot's plat date.

Administration Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for equally by each parcel based on the total amount of Administrative Expenses. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on Appendix A. The estimated Administrative Expenses to be incurred annually is \$10,000.

Annual Collection Costs

The original SAP collected \$135 per unit in collection costs annually. These expenses are not currently required. If required in future Service Plan Updates Annual Collection Costs may be reinstated.

FIVE YEAR BUDGET FORECAST

The Act requires the annual indebtedness and projected costs for the improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Five Year Budget Projection (per Lot)						
SAP Update Year (a) Assessment Year (b)		2017 Year 6	2018 Year 7	2019 Year 8	2020 Year 9	2021 Year 10
Principal		\$ 439.37	\$ 466.75	\$ 495.82	\$ 526.71	\$ 559.53
Interest		\$ 2,253.70	\$ 2,226.33	\$ 2,197.25	\$ 2,166.36	\$ 2,133.55
Total Debt Service (c)	(1)	\$ 2,693.08	\$ 2,693.08	\$ 2,693.08	\$ 2,693.08	\$ 2,693.08
Collection Costs		\$ -	\$ -	\$ -	\$ -	\$ -
Administrative Costs		\$ 76.34	\$ 77.86	\$ 79.42	\$ 81.01	\$ 82.63
Total Administrative Costs (d)	(2)	\$ 76.34	\$ 77.86	\$ 79.42	\$ 81.01	\$ 82.63
Total Installment	(3) = (1) + (2)	\$ 2,769.41	\$ 2,770.94	\$ 2,772.50	\$ 2,774.08	\$ 2,775.70

(a) The Steeplechase South Addition 112.4 acre plat was recorded on 9/13/12, the "Lot's Plat Date", thus starting Year 1 in 2012.
(b) Pursuant to the Assessment Roll contained in the original SAP, Year 1 will commence for each Lot on the Lot's plat date. There has been one plat recorded in 2012, containing 117 lots. Therefore, 2017 corresponds to year 6 in the original Assessment Roll.
(b) Budget assumes no prepayments. In the event of a prepayment by one or more Lots, the figures shown will be reduced.
(b) Preliminary estimate. Annual Administrative Costs will be determined each year during the Annual Service Plan Update.

UPDATE OF THE ASSESSMENT ROLL

The list of current Lots within the PID No. 2, the corresponding total assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as Appendix A. The Parcels shown on the Assessment Roll will receive the bills for the 2017 Annual Installments which will be delinquent if not paid by January 31, 2018.

APPENDIX A

Assessment Roll

			Annual Installment Due 1/31/18				
			Outstanding Assessment		Administration		Total Annual
Parcel ID			Principal	Interest	Collection Costs	Expense	Installment
557982	(c)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
581613	(c)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
557979	(c)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
557977	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14
557976	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14
557975	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14
557974	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14
557973	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14
557972	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14
557971	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14
557969	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41
557968	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14
557967	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14
557966	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41
557965	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14
557964	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14
557963	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41
557962	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14
557961	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14
557960	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41
557959	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14
557958	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41
557957	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41
557956	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14
557955	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14
557954	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14
557953	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14
557952	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14
557951	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14
557950	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14
557949	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14
557947	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41
557946	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41
557945	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14
557944	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14
557943	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14
557941	(c)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
557940	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41
557939	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41
557938	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14

- (a) Interest expense equals interest accrued from 9/1/16 to 8/31/17 at a rate of 6.23%
- (b) Interest expense equals interest accrued from 9/13/16 (4-year anniversary of recording of plat) to 8/31/17 at a rate of 6.23%
- (c) Non-Benefitted property within PID No. 2 has no Assessment levy.
- (d) This Parcel has yet to be subdivided and is assumed to contain 23 Lots.

Assessment Roll

Outstanding Assessment			Annual Installment Due 1/31/18					
			Principal	Interest	Collection Costs	Administration Expense	Total Annual Installment	
Parcel ID								
557937	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557936	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41	
557935	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41	
557934	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41	
557933	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41	
557932	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557931	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41	
557930	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41	
557929	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41	
557928	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557927	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41	
557925	(c)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
557924	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557923	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557922	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557921	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557920	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557919	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557918	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557917	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557916	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557915	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557914	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557913	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557912	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557911	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557910	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557909	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557908	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557907	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557906	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557905	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557904	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557903	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557902	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557901	(c)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
557900	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557899	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557897	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557896	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41	

- (a) Interest expense equals interest accrued from 9/1/16 to 8/31/17 at a rate of 6.23%
- (b) Interest expense equals interest accrued from 9/13/16 (4-year anniversary of recording of plat) to 8/31/17 at a rate of 6.23%
- (c) Non-Benefitted property within PID No. 2 has no Assessment levy.
- (d) This Parcel has yet to be subdivided and is assumed to contain 23 Lots.

Assessment Roll

			Annual Installment Due 1/31/18					
			Administration				Total Annual	
Parcel ID	Outstanding Assessment		Principal	Interest	Collection Costs	Expense	Installment	
557895	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41	
557894	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557893	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41	
557892	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557891	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557890	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41	
557889	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41	
557888	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41	
557887	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41	
557886	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41	
557885	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41	
557884	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557883	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41	
557882	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41	
557881	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41	
557880	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557879	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557878	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41	
557877	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557876	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557875	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41	
557874	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41	
557873	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41	
557872	(a)	\$ 36,175.00	\$ 439.37	\$ 2,253.70	\$ -	\$ 76.34	\$ 2,769.41	
557871	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557870	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557869	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557868	(c)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
557867	(c)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
557866	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557865	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557864	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557863	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557862	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557861	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557860	(b)	\$ 36,175.00	\$ 439.37	\$ 2,173.43	\$ -	\$ 76.34	\$ 2,689.14	
557981	(d)	\$ 832,025.00	\$ -	\$ -	\$ -	\$ 1,755.73	\$ 1,755.73	
Total		\$ 4,738,925.00	\$ 47,452.25	\$ 237,540.24	\$ -	\$ 10,000.00	\$ 294,992.49	

- (a) Interest expense equals interest accrued from 9/1/16 to 8/31/17 at a rate of 6.23%
- (b) Interest expense equals interest accrued from 9/13/16 (4-year anniversary of recording of plat) to 8/31/17 at a rate of 6.23%
- (c) Non-Benefitted property within PID No. 2 has no Assessment levy.
- (d) This Parcel has yet to be subdivided and is assumed to contain 23 Lots.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.4

Consider and act on appointments to the Parks and Recreation Board.

Place 2 with a term expiring June 2018 is open due to the resignation of Craig Donham.

Place 3 with a term expiring June 2019 is open due to the resignation of Sharon Stewart.

Applicants who would like to be considered for appointment:

Calin Giuroiu

Smita Pappu Pascual



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.5

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



TEMPORARY STORAGE / DONATION BOX

Permit Application

Business Name: Walmart #3286 Phone: (940) 321-5363

Address: 1035 Hickory Creek Blvd., Hickory Creek, TX 75065

Applicant Name: Eric Adams / Lorena Sourina Phone: (940) 321-5363

Address: 1035 Hickory Creek Blvd., Hickory Creek, TX 75065

Property Owner: Walmart Stores Incorporated Phone: 1-800-Walmart

Purpose & Items to be Stored: Layaway and Seasonal Merchandise

Delivery Date: September ^{EA} ~~2016~~ 2017 Removal Date: January 31, 2018

Supplier: Kelsoe Phone: (940) 387-3804

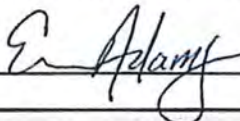
Address: 600 S. Bell Ave. Denton, TX 76201

Type of Storage (container, trailer, etc): Container

Number of Units: 10 Dimensions: 40 feet by 8 feet

Attach copy of site plan showing container placement. Written permission of the property owner permission is required, if applicable. Containers may not be placed on an unapproved surface, where it may, in any manner, block fire lanes, required exits, parking or landscape areas, vehicular or pedestrian traffic, or creates any hazard to the public.

Permits for temporary storage containers are valid for a maximum of 60 days without prior Council approval. Failure to remove units at permit expiration could result in the issuance of citations. Donation box registration expires annually on anniversary date. Owner and / or applicant is responsible for assuring containers meet all requirements of Chapter 14 Article XXI Section 6 of the Code of Ordinances.

Applicant Signature:  Date: 9/14/17

Reviewed by: _____ Date: _____

Approved: ☐ Yes ☐ No Permit Number: _____

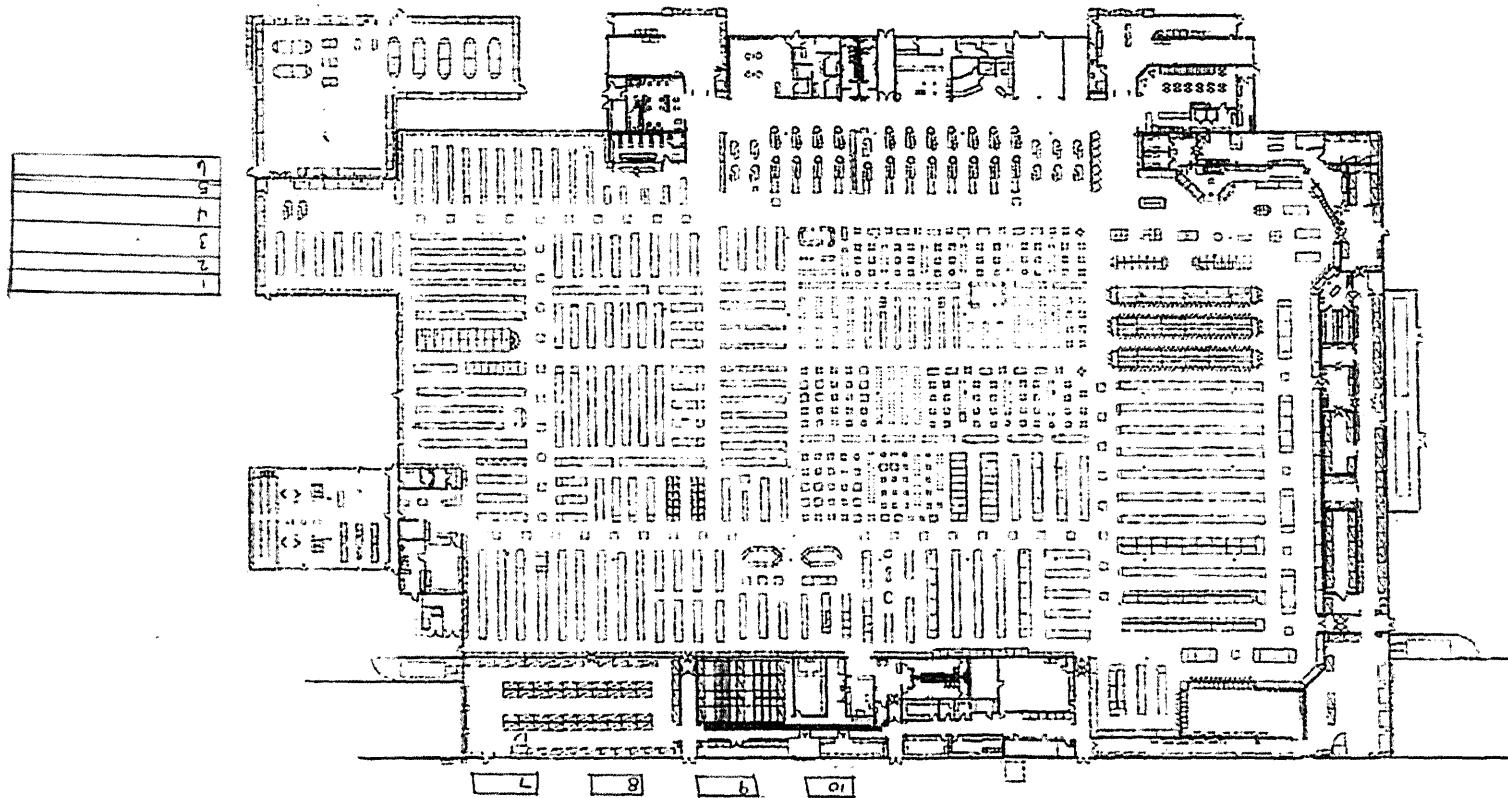
Receipt: _____ Expiration Date: _____

Denied: _____ Submitted to Council: _____

Store #3286

Hickory Creek, Texas

Trailer Guidelines



To Whom This May Concern,

Wal-Mart store 3286 is requesting to be allowed to have containers on site again this year to house our layaway and seasonal merchandise. This is important for our business due to the large amount of extra freight that our store will receive to be able to take care of our local community during the holiday season. Last year our store had a total of 12 trailers. This year we are requesting 10 a reduction of two trailers. Attached you will find a map of our facility showing the layout and the proposed location of the trailers. We are asking for the trailers to be on site until the end of January to sale through holiday merchandise and to allow time for customers to pick up their layaways. Last year we were able to have all trailers off property by December 31. A full month earlier than requested. Once the trailers are removed we will have no additional trailers on property. Thank you for your consideration. Please do not hesitate to contact me if you should have any questions or concerns.

Respectfully,

Eric Adams

Store Manager, #3286

1035 Hickory Creek Blvd.

Hickory Creek, Texas



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.6

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

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2017-0919-3**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, APPROVING A TYPE B ECONOMIC DEVELOPMENT PROJECT BY AUTHORIZING THE HICKORY CREEK ECONOMIC DEVELOPMENT CORPORATION TO ACQUIRE AN APPROXIMATELY 1.0104 ACRE TRACT OR TRACTS OF LAND FOR ECONOMIC DEVELOPMENT PURPOSES, AUTHORIZED PURSUANT TO SECTIONS 501.103 AND 505.158 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Hickory Creek Economic Development Corporation (hereinafter referred to as the “EDC”) is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, following a public hearing held on August 24, 2017, the EDC approved the acquisition of the approximately 1.0104 acre tract or tracts of land pursuant to Sections 501.103 and 505.158 of the Texas Local Government Code, as amended; and

WHEREAS, the Town Council of the Town of Hickory Creek, Texas, finds and determines that the acquisition of an approximately 1.0104 acre tract or tracts of land will promote new or expanded business development, and otherwise meets the definition of “project,” as that term is defined by Sections 501.103 and 505.158 of the Texas Local Government Code.

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

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the Town of Hickory Creek, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the Town Council of the Town of Hickory Creek, Texas, finds and determines that the project consisting of the acquisition of an approximately 1.0104 acre tract or tracts of land will promote new and expanded business development, and is otherwise consistent with Sections 501.103 and 505.158 of the Texas Local Government Code.

Section 3. That the Town Council of the Town of Hickory Creek, Texas, following the second reading of this Resolution authorize the Mayor to execute this Resolution, authorize the acquisition of the approximately 1.0104 acre tract or tracts of land, and authorize the EDC President and/or staff to execute the real estate sales contract attached hereto as ***Exhibit A***, and any and all documents necessary for the acquisition of the approximately 1.0104 acre tract or tracts of land.

Section 4. That this Resolution shall become effective from and after its passage.

DULY RESOLVED by the Town Council of the Town of Hickory Creek, Texas, on this the 19th day of September, 2017.

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

ATTEST:

Kristi Rogers, Town Secretary

APPROVED AS TO FORM:

Lance Vanzant
Town Attorney



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.7

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

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2017-0919-3**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, APPROVING A TYPE B ECONOMIC DEVELOPMENT PROJECT BY AUTHORIZING THE HICKORY CREEK ECONOMIC DEVELOPMENT CORPORATION TO ACQUIRE AN APPROXIMATELY 1.0104 ACRE TRACT OR TRACTS OF LAND FOR ECONOMIC DEVELOPMENT PURPOSES, AUTHORIZED PURSUANT TO SECTIONS 501.103 AND 505.158 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Hickory Creek Economic Development Corporation (hereinafter referred to as the “EDC”) is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, following a public hearing held on August 24, 2017, the EDC approved the acquisition of the approximately 1.0104 acre tract or tracts of land pursuant to Sections 501.103 and 505.158 of the Texas Local Government Code, as amended; and

WHEREAS, the Town Council of the Town of Hickory Creek, Texas, finds and determines that the acquisition of an approximately 1.0104 acre tract or tracts of land will promote new or expanded business development, and otherwise meets the definition of “project,” as that term is defined by Sections 501.103 and 505.158 of the Texas Local Government Code.

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

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the Town of Hickory Creek, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the Town Council of the Town of Hickory Creek, Texas, finds and determines that the project consisting of the acquisition of an approximately 1.0104 acre tract or tracts of land will promote new and expanded business development, and is otherwise consistent with Sections 501.103 and 505.158 of the Texas Local Government Code.

Section 3. That the Town Council of the Town of Hickory Creek, Texas, following the second reading of this Resolution authorize the Mayor to execute this Resolution, authorize the acquisition of the approximately 1.0104 acre tract or tracts of land, and authorize the EDC President and/or staff to execute the real estate sales contract attached hereto as ***Exhibit A***, and any and all documents necessary for the acquisition of the approximately 1.0104 acre tract or tracts of land.

Section 4. That this Resolution shall become effective from and after its passage.

DULY RESOLVED by the Town Council of the Town of Hickory Creek, Texas, on this the 19th day of September, 2017.

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

ATTEST:

Kristi Rogers, Town Secretary

APPROVED AS TO FORM:

Lance Vanzant
Town Attorney



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.8

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

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2017-0919-4**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, APPROVING A TYPE B ECONOMIC DEVELOPMENT PROJECT BY APPROVING A PERFORMANCE AGREEMENT AND RELATED DOCUMENTS BY AND BETWEEN THE HICKORY CREEK ECONOMIC DEVELOPMENT CORPORATION AND HARD SUN V, INC., A TEXAS CORPORATION, FOR ECONOMIC DEVELOPMENT PURPOSES, AUTHORIZED PURSUANT TO SECTIONS 501.103, 505.152, AND 505.158 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Hickory Creek Economic Development Corporation (hereinafter referred to as the “EDC”) is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children’s sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section”; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, the Town Council of the Town of Hickory Creek, Texas, finds and determines that the Performance Agreement, a copy of which is attached hereto as ***Exhibit A***, will promote new or expanded business development, and otherwise meets the definition of “project,”

as that term is defined by Sections 501.103, 505.152, and 505.158 of the Texas Local Government Code.

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

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the Town of Hickory Creek, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the Town Council of the Town of Hickory Creek, Texas, finds and determines that the project, and Performance Agreement and related documents, attached hereto as ***Exhibit A***, will promote new and expanded business development, and is otherwise consistent with Sections 501.103, 505.152, and 505.158 of the Texas Local Government Code.

Section 3. That the Town Council of the Town of Hickory Creek, Texas, following the second reading of this Resolution authorizes the project and Performance Agreement and related documents, attached hereto as ***Exhibit A***, and authorize the Mayor to execute this Resolution.

Section 4. That this Resolution shall become effective from and after its passage.

DULY RESOLVED by the Town Council of the Town of Hickory Creek, Texas, on this the 19th day of September, 2017.

Lynn Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

Kristi Rogers, Town Secretary

APPROVED AS TO FORM:

Lance Vanzant
Town Attorney



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.9

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

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2017-0919-4**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, APPROVING A TYPE B ECONOMIC DEVELOPMENT PROJECT BY APPROVING A PERFORMANCE AGREEMENT AND RELATED DOCUMENTS BY AND BETWEEN THE HICKORY CREEK ECONOMIC DEVELOPMENT CORPORATION AND HARD SUN V, INC., A TEXAS CORPORATION, FOR ECONOMIC DEVELOPMENT PURPOSES, AUTHORIZED PURSUANT TO SECTIONS 501.103, 505.152, AND 505.158 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Hickory Creek Economic Development Corporation (hereinafter referred to as the “EDC”) is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children’s sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section”; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, the Town Council of the Town of Hickory Creek, Texas, finds and determines that the Performance Agreement, a copy of which is attached hereto as ***Exhibit A***, will promote new or expanded business development, and otherwise meets the definition of “project,”

as that term is defined by Sections 501.103, 505.152, and 505.158 of the Texas Local Government Code.

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

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the Town of Hickory Creek, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the Town Council of the Town of Hickory Creek, Texas, finds and determines that the project, and Performance Agreement and related documents, attached hereto as ***Exhibit A***, will promote new and expanded business development, and is otherwise consistent with Sections 501.103, 505.152, and 505.158 of the Texas Local Government Code.

Section 3. That the Town Council of the Town of Hickory Creek, Texas, following the second reading of this Resolution authorizes the project and Performance Agreement and related documents, attached hereto as ***Exhibit A***, and authorize the Mayor to execute this Resolution.

Section 4. That this Resolution shall become effective from and after its passage.

DULY RESOLVED by the Town Council of the Town of Hickory Creek, Texas, on this the 19th day of September, 2017.

Lynn Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

Kristi Rogers, Town Secretary

APPROVED AS TO FORM:

Lance Vanzant
Town Attorney



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.10

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

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2017-0919-5**

**A RESOLUTION OF THE TOWN COUNCIL ESTABLISHING THE
TOWN OF HICKORY CREEK EMPLOYEE BENEFITS TRUST FUND;
AUTHORIZING THE TRUST AGREEMENT FOR THE TOWN OF
HICKORY CREEK; 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 goal of the Town is to provide employee policies and benefits that are competitive; and

WHEREAS, the Town realizes the importance of containing costs where possible; and

WHEREAS, the Town desires exempt status from imbedded insurance premium taxes on applicable group insurance plans; and

WHEREAS, the Texas Insurance Code § 222.002 allows the Town to pay insurance premiums through a single non-profit trust to achieve exemption from embedded insurance premium taxes.

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

SECTION 1: The Town Council of the Town of Hickory Creek does hereby approve the establishment of the Town of Hickory Creek Employee Benefits Trust Fund.

SECTION 2: The Town Council of the Town of Hickory Creek does hereby authorize and approve the Trust Agreement, as attached Exhibit A, and appoints a Plan Administrator as Trustee(s).

SECTION 3: This Resolution shall become effective upon the date of its passage.

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

Lynn C. Clark, Mayor

ATTEST:

Kristi Rogers, Town Secretary

APPROVED AS TO FORM:

Town Attorney
Town of Hickory Creek, Texas

TRUST AGREEMENT

THIS TRUST AGREEMENT (the "Agreement") is made and entered into as of October 1, 2017 by and between the Town of Hickory Creek (the "Town") and Town of Hickory Creek Employee Benefits Trust ("Trustee")

PREMISES

WHEREAS, the Town has heretofore adopted one or more insured employee welfare benefit plans which are set forth in Exhibit A attached hereto (the "Plan") the sole purpose of which is to provide health, medical and /or life benefits solely for the employees of the Town and their eligible dependents covered by the Plan;

WHEREAS, the Town is the Plan Administrator appointed to administer the Plan and the claims thereunder;

WHEREAS, the insurance policy or policies described on Exhibit A attached hereto and made a part hereof for all purposes (individually and collectively, the "Policy"), as and when issued in the name of the Trustee, will continue a trust fund (the "Trust Fund") to be held for the benefit of the employees and their eligible dependents under and in accordance with the Plan;

WHEREAS, the Town desires the Trustee to hold and administer the Trust Fund under the trust created by this Agreement (the "Trust"), and the Trustee is willing to hold and administer such Trust Fund, pursuant to the terms of this Agreement; and

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the Town and the Trustee agree as follows:

ARTICLE I -- CONTRIBUTIONS

1.1 Receipt of Contributions. The Trustee shall receive any contributions paid to it in cash or in the form of such property as it may from time to time deem acceptable and which shall have been delivered to it. All contributions so received, together with the income therefrom and any other increment thereon shall be held, invested, reinvested and administered by the Trustee pursuant to the terms of this Agreement without distinction between principal and income. The Trustee shall not be responsible for the calculation or collection of any contribution under the Plan, but shall be responsible only for property received by it pursuant to this Agreement.

1.2 Premiums. Premiums to keep the Policy in force shall be paid by the Town or by its employees or by a combination thereof.

ARTICLE II -- PAYMENTS FROM TRUST FUND

2.1 Payments Directed by Plan Administrator. The Trustee shall from time to time at the Plan Administrator's direction make payments out of the Trust Fund to the persons or entities to whom such monies are to be paid in such amounts and for such purposes as may be specified in the Plan Administrator's directions. To the extent permitted by law, the Trustee shall be under no liability for any payment made pursuant to the direction of the Plan Administrator. Any direction of the Plan Administrator shall constitute a certification that the distribution or payment so directed is one which the Plan Administrator is authorized to direct.

2.2 Payment of Funds. Payments from the trust will be limited to those which pay the group accident, health and life premiums of employees or dependents of the Town who are insured under the insurance policies held by the trust or the Town and those expenses reasonable and necessary for a trustee to conduct the business of the trust as limited by the nature of the trust described by section 222.02 of the Texas Insurance Code.

2.3 Impossibility of Diversion. It shall be impossible at any time for any part of the Trust Fund to be used for, or diverted to, purposes other than to provide the benefits contemplated under the Plan for the exclusive benefit of covered employees and their dependents, except that any taxes and administration expenses for which the Trust is liable may be made from the Trust Fund as provided for herein.

ARTICLE III -- INVESTMENTS

3.1 Powers. The Trustee is a nondiscretionary Trustee who does not have discretion or authority with respect to the investment or administration of the Trust Fund. The Trustee will act solely as a directed trustee of the Policy and any other funds contributed to the Trust Fund; provided, however, that the contributions of any other such funds shall be consistent with the purpose of the Trust as described above in the PREMISES section of the Agreement. The Plan Administrator shall have the sole authority to direct the Trustee with respect to the exercise of its powers under this Agreement. Subject to the foregoing provisions of this section, the Trustee, in addition to all powers and authorities under common law, statutory authority, and other provisions of this Agreement, shall have the following powers and authorities:

(a) To Purchase, or subscribe for, any securities or other property and to retain the same trust; provided however, that the Trustee is prohibited from selling or purchasing stock options;

(b) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction, and any sale may be made for cash or upon credit, or partly for cash and partly for credit. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency or propriety of any such sale or other disposition;

(c) To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights, or other similar rights, and to make any payments incidental thereto; to oppose, or consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay assessments or charges in connection therewith; and generally to exercise any powers of an owner with respect to stock, bonds, securities or other property held as part of the Trust Fund;

(d) To cause any securities or other property held as part of the Trust Fund to be registered in the Trustee's own name or in the name of one or more of the Trustee's nominees, and to hold any investments in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund;

(e) To borrow or raise money for the purpose of the Trust in such amount, and upon such terms and conditions, as the Trustee shall deem advisable; and for any sum so borrowed, to issue a promissory note as Trustee, and to secure the repayment thereof by pledging all, or any part, of the Trust Fund; and no person lending money to the Trustee shall be bound to see the application of the money lent or inquire into the validity, expediency, or propriety of any borrowing;

(f) To keep such portion of the Trust Fund in cash or balances as may be in the best interests of the trust created hereby, without liability for interest thereon;

(g) To accept and retain for such time as it may deem advisable any securities or other property received or acquired by it as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;

(h) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(i) To settle, compromise, or submit to arbitration any claims, debt, or damages to or owing to or from the Trust Fund, to commence or defend suits or legal or administrative proceedings, and to represent the Trust Fund in all suits and legal administrative proceedings;

(j) To employ suitable agents and counsel and to pay their expenses and compensation, such agents or counsel may or may not be agents or counsel for the Town;

(k) To acquire real estate by purchase, exchange, or as a result of any foreclosure, liquidation, or other salvage as the result of any foreclosure, liquidation, or other salvage of any investment previously made hereunder; to hold such real estate in such manner and upon such terms as the Trustee may deem advisable; and to manage, operate, repair, develop, improve, partition, mortgage, or lease for any term or terms of years any such real estate or any other real estate constituting a part of the Trust Funds upon such terms and conditions as the Trustee deems proper, using other trust assets for any of such purposes if deemed advisable;

(l) To invest funds of the Trust Fund in night deposits or savings accounts bearing a reasonable rate of interest in a Trustee's bank;

(m) To invest in Treasury Bills and other forms of United States government obligations;

(n) To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations; and;

(o) To do all such acts, take all such proceedings, and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to administer the Trust Fund, and to carry out the purpose of this Trust.

3.2 More Than One Trustee. If there shall be more than one trustee under this Agreement, they shall act by a majority of their number, but may authorize any one or more of them to sign papers and instruments on their behalf.

3.3 Fees and Expenses. The Trustee may be paid such reasonable compensation as shall from time to time be agreed upon in writing by the Town and the Trustee. An individual serving as Trustee who already receives compensation as an employee from the Town shall not receive compensation from the Trust except for reimbursement of expenses, including reasonable counsel and accounting fees, incurred by the Trustee in the administration of the Trust Fund. Such compensation and expenses shall be paid from the Trust Fund.

ARTICLE IV -- TRUSTEE'S DUTIES

4.1 General. The Trustee shall discharge its duties under this Agreement solely in the interest of the employees covered under the Plan and their dependents and for the exclusive purpose of providing benefits to such persons and defraying reasonable expenses of administering the Trust, with the care, skill, prudence and diligence under prevailing circumstances that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, and by diversifying the investments of the Trust so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so, all in accordance with the provisions of this Agreement insofar as they are consistent with the provisions of applicable law, as this Agreement and such law may be from time to time amended; but the duties and obligations of the Trustee as such shall be limited to those expressly imposed upon it by this Agreement notwithstanding any reference herein to the Plan, or the provisions thereof, it being hereby expressly agreed that the Trustee is not a party to the Plan.

4.2 Indemnification. The Town agrees, to the extent permitted by law, to indemnify and hold the Trustee harmless from and against any liability that the Trustee may incur in the administration of the Trust Funds, unless arising from the Trustee's own willful breach of the provisions of this Agreement. The Trustee shall not be required to give any bond or any other security for the faithful performance of its duties under this Agreement, except such as may be required by a law which prohibits the waiver thereof.

4.3 Accounts and Records. The Trustee shall keep accurate and detailed accounts of all investments, receipts, disbursements, and other transactions hereunder, and all such accounts and other records relating thereto shall be open to inspection and audit at all reasonable times by any person designated by the Plan Administrator.

4.4 Limitation on Trustee's Liability. The Plan Administrator shall administer the Plan as provided therein, and the Trustee shall not be responsible in any aspect for administering the Plan nor shall the Trustee be responsible for the adequacy of contributions to the Trust Fund to meet or discharge any payments or liabilities under the Plan. The trustee shall be entitled conclusively to rely upon notice, instruction, direction or other communication of the Plan Administrator.

ARTICLE V -- RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE

5.1 Resignation. The Trustee may resign at any time by giving 30 days' notice in writing to the Town.

5.2 Removal. The Town may remove the Trustee at any time upon 30 days' notice in writing to the Trustee.

5.3 Successor Trustee. Upon resignation or removal of the Trustee, the Town shall appoint a successor trustee who shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon acceptance of such appointment by the successor trustee, the Trustee assign, transfer, and pay over to such successor trustee the funds and properties then constituting the Trust Fund. The Trustee is authorized, however, to reserve such reasonable sum or money, as it may deem advisable for payment of its fees and expenses in connection with the settlement of its account or otherwise, and any balance of such reserve remaining after the payment of such fees and expenses shall be paid over to the successor trustee.

5.4 Waiver of Notice. In the event of any resignation or removal of the Trustee, the Trustee and the Town may in writing waive any notice of resignation or removal as may otherwise be provided hereunder.

ARTICLE VI -- AMENDMENT AND TERMINATION OF AGREEMENT

6.1 Amendment. Any or all of the provisions of this Agreement may be amended at any time and from time to time, in whole or in part, by an instrument in writing. No such amendment shall authorize or permit any part of the Trust Fund (other than such part as is required to pay taxes and administrative expenses) to be used for or diverted to purposes other than for the exclusive benefit of the employees and their dependents; no such amendment shall cause or permit any portion of the Trust Fund to revert to or become the property of the Town; and no such amendment which affects the rights or duties of the Trustee may be made without the Trustee's written consent.

6.2 Termination. This Agreement may be terminated at any time by the Town, and upon such termination, the Trust Fund shall be paid out and/or transferred by the Trustee as and when directed by the Plan Administrator or the Town, in accordance with the provisions of Article II hereof and the terms of the Plan.

ARTICLE VII -- GENERAL

7.1 Limited Effect of Plan and Trust. Neither the establishment of the Plan nor the Trust nor any modification thereof, nor creation of any fund or account, nor the payment of any welfare benefits, shall be construed as giving to any person covered under the Plan or other person any legal or equitable right against the Trustee, the Town, or any officer or employee thereof, except as may otherwise be provided in the Plan or in the Trust. Under no circumstances shall the term of employment of any employee be modified or in any way affected by the Plan or this Trust.

7.2 Protective Clause. Neither the Town nor the Trustee shall be responsible for the validity of any contract of insurance issued in connection with the Plan or Trust or for the failure on the part of the insurer to make payments provided by such contract, or for the action of any person which may delay payment or render a contract null and void or unenforceable in whole or in part.

7.3 Construction of Trust. This Trust shall be construed and enforced according to the laws of the State of Texas. If any provision of this Trust shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions of the Trust.

7.4 Gender and Number. Wherever any words are used herein in the masculine, feminine or neuter, they shall be construed as though they were also used in another gender in all cases where they would so apply, and wherever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

7.5 Headings. The headings and sub-headings of this Trust have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

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

By:

Lynn C. Clark, Mayor

ATTEST:

By:

Kristi K. Rogers, Town Secretary

Wellspring Insurance Agency, Inc.

By:

Rodney Dryden, Benefit Broker



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.11

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

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2017-0919-6**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE A DEVELOPMENT AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK AND WESTWOOD RESIDENTIAL, 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 Development Agreement for the development of certain real property for mixed use to include primarily multi-family residential (hereinafter the “Agreement”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

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

Lynn C. Clark, Mayor

ATTEST:

Kristi Rogers, Town Secretary

APPROVED AS TO FORM:

Town Attorney
Town of Hickory Creek, Texas



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.12

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

DODGE CITY

QUOTE

GRAB LIFE!!



321 NORTH CENTRAL SUITE# 240
MCKINNEY, TX. 75070
PHONE : 972-569-9650

DATE: 9/14/2017
INVOICE #

Bill To:
HICKORY CREEK

Ship To:

Comments or Special Instructions:

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	BUY BOARD	TERMS
JEFF Y			Best Way	521-16	
QUANTITY	DESCRIPTION			UNIT PRICE	AMOUNT
1	2018 DODGE CHARGER RWD V-8			\$22,190.00	\$22,190.00
1	BLACK LEFT SPOT LIGHT			\$200.00	\$200.00
1	FULL SIZE SPARE TIRE			\$160.00	\$160.00
1	BLACK VINYL FLOOR COVERING			\$0.00	\$0.00
1	HD CLOTH BUCKET SEATS WITH CLOTH REAR			\$0.00	\$0.00
1	DEACTIVATE REAR DOORS AND WINDOWS			\$70.00	\$70.00
1	BLACK IN COLOR			\$0.00	\$0.00
				SUBTOTAL	\$ 22,620.00
				TAX RATE	0.00%
				SALES TAX	-
				SHIPPING AND HANDLING	150.00
				TOTAL	\$ 22,770.00



CAP FLEET UPFITTERS

CAP Fleet Upfitters, LLC
4715 S General Bruce Drive
Temple, TX 76502
Phone: 254-773-1959

Name / Address
HICKORY CREEK POLICE DEPT
1075 RONALD REGAN AVE
HICKORY CREEK, TX 75065

Notes
2018 Dodge Charger

Quote

Date 09/13/2017
Quote # CAPQ30648

Employee : Joe Hildebrand
Email : joe@capfleetupfitters.com
Make : Dodge
Model : Charger
Year : 2018
VIN:

Part #	Qty	Description	Unit Price	Total
IW35UFX	1	DUO INNEREDGE XLP 12LT CHARGER	\$ 954.72	\$ 954.72
CCSRN3	1	NOTES: Driver Side: R/W Passenger Side: B/W CENCOM SAPPHIRE SIREN SYSTEM	\$ 698.00	\$ 698.00
SA315P	1	SA315P SPEAKER, BLACK PLASTIC	\$ 177.12	\$ 177.12
SAK37	1	SIREN MOUNT KIT CHARGER	\$ 22.14	\$ 22.14
HWLDC15	1	LOW FREQ SIREN AMP '15 CHARGER	\$ 350.32	\$ 350.32
IWDTRAY8	1	INNER EDGE TRAY, 8 MODULE, DUO, WE CAN	\$ 915.24	\$ 915.24
IE35LR8	1	Dodge Charger 2011-2015, Lower Rear Housing for Six or Eight Modules, No Charge When Ordered with Inner Edge? Tray	\$ 0.00	\$ 0.00
IEDK	4	One DUO+ Lighthouse, No Charge When Ordered with IDTRAY, Red/Amber	\$ 0.00	\$ 0.00
IEDM	4	One DUO+ Lighthouse, No Charge When Ordered with IDTRAY, Blue/Amber	\$ 0.00	\$ 0.00
TCRHD5	2	TRACER DUO 5-LAMP HOUSING	\$ 705.50	\$ 1,411.00
TCRB35	2	TRACER MTG KIT DODGE CHARGER	\$ 28.08	\$ 56.16
TCRLRB	10	TRACER DUO LIGHTHEAD RED/BLUE	\$ 0.00	\$ 0.00
IONJ	6	ION LIGHT RED/BLUE NOTES: 2-grille 2-fog/driving light location 2-rear license plate	\$ 97.20	\$ 583.20
IONBKT1	1	ION LICENSE PLATE BKT HORIZ.	\$ 18.45	\$ 18.45
SSF5150D	1	SOLID STATE BRAKE LT. FLASHER	\$ 51.87	\$ 51.87
LINSV2R	1	SURFACE MT LINZ V-SERIES RED NOTES: Under Driver Side Mirror	\$ 132.30	\$ 132.30
LINSV2B	1	SURFACE MT LINZ V-SERIES BLUE NOTES: Under Passenger Side Mirror	\$ 132.30	\$ 132.30
LSVBKT35	1	LINSV MIRROR MT KIT CHARGER	\$ 15.55	\$ 15.55
3SRCCDCR	2	3" ROUND SPLIT RED/WHT COMPART NOTES: 1-front compartment 1-trunk	\$ 44.28	\$ 88.56
7170-0137-00	1	Dodge Charger Police Package (2011+) console box with cup holder kit	\$ 317.19	\$ 317.19
7160-0220	1	MONGOOSE™ - 9" Locking Slide Arm: VESA 75mm & Gamber-Johnson Hole Pattern	\$ 223.03	\$ 223.03
7170-0551-03	1	Kit: Dell Latitude Rugged Laptop Docking Station with Lind 90W Power Supply (Tri RF)	\$ 847.31	\$ 847.31
7110-1013	1	MCS Driver Side Armrest for Chevrolet Tahoe Police Vehicle (2007+) NOTES: Customer requested this specific armrest for the Charger	\$ 83.66	\$ 83.66
38217R	1	Trunk Tray - Double Shelf Unit W/Storage Compartment and Lid, Black, Dodge Charger, 2011-2017	\$ 592.34	\$ 592.34
338265	1	3/4" MOUNT, 25' RG58/U MINI-UHF LOOSE	\$ 20.00	\$ 20.00
ANTENNA	1	ANTENNA (frequency range TBD)	\$ 35.00	\$ 35.00
PK1126CGR11	1	#10XL C Coated Polycarbonate With Expanded Metal Window Security Screen NOTES: Includes Recessed Panel and Lower Extension	\$ 645.00	\$ 645.00



CAP Fleet Upfitters, LLC
4715 S General Bruce Drive
Temple, TX 76502
Phone: 254-773-1959

Name / Address
HICKORY CREEK POLICE DEPT
1075 RONALD REGAN AVE
HICKORY CREEK, TX 75065

Notes
2018 Dodge Charger

Quote

Date 09/13/2017
Quote # CAPQ30648

Employee : Joe Hildebrand
Email : joe@capfleetupfitters.com
Make : Dodge
Model : Charger
Year : 2018
VIN:

Part #	Qty	Description	Unit Price	Total
QK0494CGR11	1	Full Cover Transport Seat TPO Plastic with Center Pull Seat Belt System	\$ 615.00	\$ 615.00
WK0594CGR11	1	Window Barrier S Polycarbonate	\$ 183.00	\$ 183.00
DK0100CGR11	1	Door Panel S TPO Plastic Black - Installs over OEM Door	\$ 192.75	\$ 192.75
GK0068E	1	Single T-Rail Mount 1082E Blac-Rac	\$ 479.95	\$ 479.95
CS-CAMERA	1	CUSTOMER SUPPLIED CAMERA NOTES: Watchguard	\$ 0.00	\$ 0.00
CS-RADAR	1	CUSTOMER SUPPLIED RADAR	\$ 0.00	\$ 0.00
CS-RADIO	1	CUSTOMER SUPPLIED RADIO NOTES: Motorola 05 Control Head	\$ 0.00	\$ 0.00
CS-COMPUTER	1	CUSTOMER SUPPLIED COMPUTER	\$ 0.00	\$ 0.00
INSTALL	1	Installation		
LABOR	1	LABOR	\$ 1,650.00	\$ 1,650.00
SSUPPLY	1	SHOP SUPPLIES	\$ 85.00	\$ 85.00
CAPHARNES	1	CAP FLEET WIRING HARNESS	\$ 130.00	\$ 130.00
SHIP	1	SHIPPING & HANDLING	\$ 250.00	\$ 250.00
DEALER	1	DEALER PREP	\$ 75.00	\$ 75.00
INSPECT	1	ALL CAP FLEET INSTALLATIONS COME WITH AGENCY LIFETIME WARRANTY	\$ 30.00	\$ 30.00

Subtotal \$ 12,061.16
Tax \$ 0.00
Grand \$ 12,061.16

This quote is good for 30 days from date of quote.

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEETUPFITTERS.COM

659 Martin Duke Road
Van Alstyne, TX 75495
(903)482-9357
hkirby@prioritypublicsafety.net



ESTIMATE

ADDRESS

Hickory Creek Police
Department
1075 Ronald Reagan Ave.
Hickory Creek, Texas 75065

SHIP TO

Hickory Creek Police
Department
1075 Ronald Reagan Ave.
Hickory Creek, Texas 75065

ESTIMATE # 3120

DATE 09/14/2017

EXPIRATION DATE 10/14/2017

REP

HK

ACTIVITY	QTY	RATE	AMOUNT
FEN-0811 Feniex Fusion™ Interior Light Bar Charger 2011+ Split Front 180R-180R-TD-180R-180B-TD-180B-180B	1	525.00	525.00
FEN-2811 Feniex Fusion™ Interior Light Bar Charger 2011 Full Rear 180R-180R-180R-180B-180B-180B- 180B	1	525.00	525.00
FEN-FSM-40-RB Feniex Fusion™ Surface Mount - 40 (Red/Blue) - mounted on grille, in fog light area, in side windows and on rear license plate	8	85.00	680.00
FEN-4016 Feniex Fusion™ L-Bracket	4	7.75	31.00
FEN-4216 Feniex Fusion™ License Plate Bracket	1	19.75	19.75
JD-475-0802 Jotto Desk 475-0802 Space Saver Partition for Dodge Charger with Center Sliding Window	1	575.00	575.00
BR-VS-DC2 Brooking Prisoner Transport Seat for 2011+ Dodge Charger	1	327.17	327.17
GJ-7170-0137 Gamber Johnson Console Kit for Dodge Charger	1	583.88	583.88
GJ-7170-0551-03 Gamber Johnson Kit: Dell Latitude Rugged Laptop Docking Station with Lind 90W Power Supply (Tri RF)	1	880.29	880.29

Unused item refund or exchange within 14 days. Receipt and original packaging required. EXCEPT special order items, these cannot be returned.

ACTIVITY	QTY	RATE	AMOUNT
GI-38217 Go Industries Double Trunk Tray with Storage Compartment for Dodge Charger	1	495.00	495.00
WE-HWLDC15 Whelen Howler Brackets for 2015-2017 Dodge Charger	1	471.00	471.00
SET-GK11222B Setina Dual Blac-Rac Gun Rack	1	1,211.15	1,211.15
WE-CCSRN3 Whelen Sapphire Cencom control head	1	1,047.00	1,047.00
WE-SA315P Whelen 100 Watt Speaker	1	301.00	301.00
WE-SAK1 Whelen Universal L Speaker bracket	1	35.50	35.50
WE-TCRHD5 Whelen Tracer DUO 5 Lamp Housing with Red/Blue Lighting	1	872.25	872.25
WE-TCRB35 Whelen Tracer Brackets and mounting hardware for Dodge Charger	2	32.76	65.52
SHOP SUPPLIES Radio coax, connector, antenna	1	75.00	75.00
LABOR Labor to install customer supplied Watchguard camera, radar system, computer, and radio	8	52.50	420.00
Shipping and Handling Shipping and Handling	1	205.00	205.00
SHOP SUPPLIES Misc. Connectors, Tape, Lume, Nuts, Bolts	1	70.00	70.00
WIRE-HAR Custom Wiring Harness made to order	1	100.00	100.00
LABOR Labor to install remaining equipment	27	52.50	1,417.50

Thank you for doing business with us.

TOTAL

\$10,933.01

Accepted By

Accepted Date



4RE/VISTA Price Quote

CUSTOMER: Hickory Creek Police Department

ISSUED: 9/14/2017 1:04 PM

EXPIRATION: 10/31/2017 5:00 AM

Attn: Accounts Payable,
1075 Ronald Reagan Ave.,
Hickory Creek, TX, United States,
75065

**TOTAL PROJECT ESTIMATED AT:
\$5,765.00**

ATTENTION: Jim Zehetner

SALES CONTACT: Gavin Wallace

PHONE: 940-497-3520

DIRECT: (214) 785-2611

E-MAIL:

E-MAIL: GWallace@WatchGuardVideo.com

4RE and VISTA Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
HDW-ETH-SWT-005	VISTA HD, 4RE, Smart PoE Switch	1.00	\$195.00	\$0.00	\$195.00
VIS-CHG-WIF-KIT	VISTA HD, WiFi Charging Radio Base Kit, incl. Power and Cables	1.00	\$200.00	\$0.00	\$200.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	1.00	\$150.00	\$0.00	\$150.00

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RV2	4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.	1.00	\$4,795.00	\$0.00	\$4,795.00
CAM-4RE-PAN-NHD	Front Camera, 4RE, HD Panoramic, (Reduced EMI)	1.00	\$200.00	\$0.00	\$200.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	MikroTik Configured Wireless Kit, 4RE In-Car 802.11n (Radio, Antenna, PoE, 2-10' Ethernet Cables)	1.00	\$200.00	\$0.00	\$200.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	1.00	\$0.00	\$0.00	\$0.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$25.00	\$0.00	\$25.00

415 Century Parkway • Allen, TX • 75013
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



4RE/VISTA Price Quote

\$5,765.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$0.00
Additional Quote Discount	\$0.00
Total Amount	\$5,765.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____



applied concepts, inc.

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

National Toll Free: 1-800- STALKER

Inside Sales Partner: Chris Frett
972-801-4866

QUOTE
#2012015

Page 1 of 2

Date: 09/12/17

Reg Sales Mgr: Dave Lowry
972-801-4850

Effective From : 09/12/2017

Valid Through: 12/11/2017

Lead Time: 21 working days

Bill To: Hickory Creek Police Dept 1075 Ronald Reagan Ave Hickory Creek, TX 75065-7633	Customer ID: 750651 Accounts Payable	Ship To: Hickory Creek Police Dept 1075 Ronald Reagan Ave Hickory Creek, TX 75065-7633	<i>UPS Ground</i> Officer Dylan Stone
--	--	--	--

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	807-0001-00	DSR 2X Radar with Fast Lock Remote	36	\$3,250.00	\$3,250.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	1	200-0965-20	2X Counting Unit, 1.5 PCB		\$0.00
2	1	200-0875-30	2X Modular Display, High Bright LEDs		\$0.00
3	1	200-0326-30	DSR KA Antenna		\$0.00
4	1	200-0326-32*	DSR KA Rear Antenna		\$0.00
5	1	200-0919-00	2X Fast Lock Remote w/Screw Latch		\$0.00
6	1	200-0769-00	25 MPH/40 KPH KA Tuning Fork		\$0.00
7	1	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
8	1	200-0648-00	Display Sun Shield		\$0.00
9	1	200-0345-00	Counting Unit/Display Short Dash Mount		\$0.00
10	1	200-0244-00	Antenna Dash Mount		\$0.00
11	1	200-0245-00	Antenna Tall Deck Mount		\$0.00
12	1	155-2055-08	Antenna Cable, 8 Ft		\$0.00
13	1	155-2055-16	Antenna Cable, 16 Ft		\$0.00
14	1	155-2283-70	CAN/VSS Cable with Voltage Detection		\$0.00
15	1	200-0619-00	2X User Manual		\$0.00
16	1	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
17	1	060-1000-36	36 Month Warranty		\$0.00
18	1	155-2211-00	Remote Display Interconnect Cable	\$0.00	\$0.00
Group Total					\$3,250.00

** Continued on Next Page **



applied concepts, inc.

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

National Toll Free: 1-800- STALKER

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

QUOTE
2012015

Page 2 of 2

Date: 09/12/17

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

Effective From : 09/12/2017

Valid Through: 12/11/2017

Lead Time: 21 working days

Bill To:

Hickory Creek Police Dept
1075 Ronald Reagan Ave
Hickory Creek, TX 75065-7633

Customer ID: 750651

Accounts Payable

Ship To:

Hickory Creek Police Dept
1075 Ronald Reagan Ave
Hickory Creek, TX 75065-7633

UPS Ground

Officer Dylan Stone

Product	\$3,250.00	Sub-Total:	\$3,250.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$17.50
		Total: USD	\$3,267.50

Vehicle Information: 2017 Dodge Charger

NOTE: The price quoted is less than the current HGAC contract price.

001

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

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,
Allen Marshall

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
LAURA CERVANTES	(972) 964-8260	Standard Ground	8696 SOUTH STEMMONS FREEWAY LAKE DALLAS TX 75065 US

SKU	Description	Qty	Unit Price	Subtotal
	Latitude 14 Rugged Extreme 7414	1	\$4,503.43	\$4,503.43
	Estimated delivery date: Sep. 29 - Oct. 4, 2017			
	Contract No: 42AFU			
	Customer Agreement No: DIR-SDD-1951			
210-AJRL	Latitude 7414, XCTO	1	-	-
338-BJJX	Intel Core i7-6600U Processor, Security, (Dual Core, 4M Cache, 2.60 GHz)	1	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	1	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	1	-	-
631-AAYL	No Out-of-Band Systems Management	1	-	-
370-ACDF	16GB (2x8GB) 2133MHz DDR4 Memory	1	-	-
400-ANBV	128GB Solid State Drive	1	-	-
412-AADG	Heatsink for Integrated Graphics	1	-	-
490-BDDDB	Intel Integrated HD Graphics 520	1	-	-
391-BCRZ	35.6cm (14.0") HD (1366x768) Touch Display with Microphone Camera with Privacy Shutter	1	-	-
389-BJUM	Regulatory Label, W/GS, No Rubber coating	1	-	-
580-ABYR	Sealed Internal RGB Backlit English Keyboard	1	-	-



A quote for your consideration!

Total: \$4,503.43

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number: 3000017430265.1	Quote date: Sep. 14, 2017	Quote expiration: Oct. 14, 2017
Company name: TOWN OF HICKORY CREEK	Customer number: 46414793	Phone: (972) 964-8260
Sales rep information: Allen Marshall Allen_Marshall@Dell.com (800) 456-3355 Ext: 7250435	Billing Information: TOWN OF HICKORY CREEK PO BOX 1717 LAKE DALLAS TX 75065 US (972) 964-8260	

Pricing Summary

Item	Qty	Unit Price	Subtotal
Latitude 14 Rugged Extreme 7414	1	\$4,503.43	\$4,503.43
Subtotal:			\$4,503.43
Shipping:			\$0.00
Environmental Fees:			\$0.00
Non-Taxable Amount:			\$4,503.43
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$4,503.43

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.13

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

Budget to be finalized on September 19, 2017.

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2017-09-774**

AN ORDINANCE OF THE TOWN OF HICKORY CREEK ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR FILING OF BUDGET AND ORDINANCE; PROVIDING FOR A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the budget for the Town of Hickory Creek, Texas, has been on file at town hall for at least fifteen days prior to a public hearing held on such budget; and

WHEREAS, public notice of a public hearing on the proposed annual budget, stating the date, time, and place and subject matter of the public hearing, was given as required by the laws of the State of Texas; and

WHEREAS, the town has acknowledged that this budget will raise more total property taxes than last year's budget by \$72,679 or 4.39% and of that amount \$72,679 is tax revenue to be raised from new property added to the tax roll this year.

WHEREAS, a public hearing was conducted on said budget and all interested persons were given an opportunity to be heard for or against any item therein; and

WHEREAS, on this 19th day of September 2017, the Town Council of the Town of Hickory Creek, Texas, Agenda Item D (14) was presented by motion by Councilmember _____, which was properly seconded by Councilmember _____, providing for the adoption of the budget for fiscal period October 1, 2017 to September 30, 2018; a vote being called, Councilmember Elrod voted _____, Councilmember Dupree voted _____, Councilmember Gordon voted _____ Councilmember Kenney voted _____ and Councilmember Theodore voted _____ the motion carried by a vote of ____ in favor to ____ against, accordingly the ordinance passed.

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

**SECTION 1
BUDGET ADOPTED**

The budget attached hereto as exhibit "A" and incorporated herein by this reference is approved and adopted for the fiscal year beginning October 1, 2017 and ending September 30, 2018, and there is hereby appropriated from the funds indicated and for such purposes, respectively, such sums of money for such projects, operations, activities, purchases and other expenditures as proposed in the attached budget.

SECTION 2
EXPENDITURE OF FUNDS

No funds of the Town shall be made except in compliance with the budget and applicable state law; provided, however, that in the case of grave public necessity expenditures to meet unforeseen conditions, may from time to time be authorized by the Town.

SECTION 3
FILING OF BUDGET AND ORDINANCE

The Mayor shall file or cause to be filed a true and correct copy of the approved budget, along with this Ordinance, with the Town Secretary and in the office of the Denton County Clerk.

SECTION 4
CUMULATIVE REPEALER CLAUSE

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

SECTION 5
SAVINGS CLAUSE

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

SECTION 6
SEVERABILITY

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

SECTION 7
PUBLICATION CLAUSE

The town secretary of the Town of Hickory Creek is hereby directed to publish in the Official Newspaper of the Town of Hickory Creek, the Caption and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 8
ENGROSSMENT AND ENROLLMENT

The town secretary is hereby directed to engross and enroll this ordinance by copying the descriptive caption and effective date clause in the minutes of the town council and by filing this ordinance in the ordinance records of the town.

SECTION 9
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

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

APPROVED:

ATTEST:

Lynn C. Clark, Mayor

Kristi K. Rogers, Town Secretary

APPROVED AS TO FORM:

Lance Vanzant, Town Attorney



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.14

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

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2017-09-775**

**AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS
RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE
FISCAL YEAR 2017-2018 BUDGET; 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, Section 102.007 of the Texas Local Government Code provides in part that the adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget; and

WHEREAS, the Fiscal Year 2017-2018 Budget, as adopted, requires raising more revenue from property taxes than in the previous year, and the Town Council desires by adoption of this Ordinance to ratify the property tax increase reflected in the City's Fiscal Year 2017-2018 Annual Budget.

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

Section 1. The Hickory Creek Town Council, as the governing body of the Town of Hickory Creek, Texas, having adopted the Fiscal Year 2017-2018 Annual Budget that will require raising more revenue from property taxes than in the previous year, hereby ratifies the property tax increase reflected in the Fiscal Year 2017-2018 Annual Budget.

Section 2. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof.

Section 3. This Ordinance shall become effective from and after its date of passage in accordance with law.

AND IT IS SO ORDAINED.

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

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

Councilmember Elrod	_____Aye	_____Nay
Councilmember DuPree	_____Aye	_____Nay
Councilmember Gordon	_____Aye	_____Nay
Councilmember Kenney	_____Aye	_____Nay
Councilmember Theodore	_____Aye	_____Nay

APPROVED AS TO FORM:

Lance Vanzant, Town Attorney
Town of Hickory Creek, Texas



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.15

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

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2017-09-776**

**ACCEPTING THE 2017 AD VALOREM TAX ROLL AND
APPROVING THE 2017AD VALOREM TAX RATE AND LEVY**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, ACCEPTING THE 2017 CERTIFIED TAX ROLL FOR THE TOWN OF HICKORY CREEK; APPROVING THE 2017 AD VALOREM TAX RATE AND LEVYING \$0.366933 ON EACH ONE HUNDRED DOLLARS OF ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE; PROVIDING FOR A DUE DATE AND DELINQUENCY DATE; PROVIDING FOR THE COLLECTION AND USE OF PENALTY AND INTEREST ON DELINQUENT TAXES; DIRECTING THE TAX ASSESSOR/COLLECTOR TO ASSESS AND COLLECT AD VALOREM PROPERTY TAXES; PROVIDING CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Hickory Creek has received and reviewed the 2017 certified property tax rolls submitted by the Denton Central Appraisal District; and

WHEREAS, the effective tax rate and rollback rate have been duly calculated and published in the town's official newspaper as prescribed by Chapter 26, Section 26.04 of the Tax Code and in accordance with the rules and regulations of the Texas State Property Tax Board; and

WHEREAS, a budget appropriating revenues generated by the collection of ad valorem taxes for the use and support of the municipal government of the Town of Hickory Creek has been approved and adopted by the Town of Hickory Creek Council as required by Title Four (4), Section 102.009 of the Local Government Code.

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

**SECTION 1
APPROVING THE 2017 TAX RATE AND LEVY**

That there be and is hereby levied for the fiscal year 2017 on all taxable property, real personal and mixed, situated within the town limits of the Town of Hickory Creek, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of \$0.366933 on each One Hundred Dollars (\$100.00) assessed value of taxable property, and shall be apportioned and distributed as follows:

(a) For the purpose of defraying current expenses of the municipal government of the town, a tax of \$0.197067 on each One Hundred Dollars (\$100.00) assessed value of taxable property.

(b) For the purpose of creating a sinking fund to pay the interest and principal on all outstanding bonds of the town, not otherwise provided for, a tax of \$0.169866 on each One-Hundred Dollars (\$100.00) assessed value of taxable property which shall be applied to the payment of such interest and maturities of all outstanding bonds.

SECTION 2

DUE DATE AND DELINQUENCY DATE

All ad valorem taxes shall become due and payable on October 1, 2017, and all ad valorem taxes for the year shall become delinquent after January 31, 2018. There shall be no discount for payment of taxes prior to January 31, 2018. A delinquent tax shall incur all penalty and interest authorized by law, to wit: a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.

Provided, however, a tax delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at a rate of one percent (1%) for each month or portion of a month the tax remains unpaid. Taxes that remain delinquent on July 1, 2018, incur an additional penalty of fifteen percent (15%) of the amount of taxes, penalty, and interest due; such additional penalty is to defray costs of collection due to contract with the Town Attorney pursuant to Section 6.30 of the Property Tax Code.

SECTION 3

DIRECTION TO THE TAX ASSESSOR/COLLECTOR

The Town of Hickory Creek has entered into an interlocal cooperative agreement with Denton County which designates Denton County as the tax assessor/collector for The Town of Hickory Creek and is hereby directed to assess and collect, for the fiscal year 2017-2018, the rates and amounts herein levied, when such taxes are collected, to distribute such collections in accordance with this ordinance and the provisions stated in the interlocal cooperative agreement.

SECTION 4

PENALTY AND INTEREST

All taxes shall become a lien upon the property against which assessed and the Town tax assessor/collector for the Town of Hickory Creek, Texas shall, by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest, and the penalty and interest collected from such delinquent taxes shall be appropriated for the general fund of the Town of Hickory Creek, Texas. All delinquent ad valorem taxes and related penalties and interest for the tax years prior to 2017 which are collected during the fiscal year 2017-2018 shall be allocated to the general fund for maintenance and operation of the Town of Hickory Creek, Texas.

SECTION 5
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all provisions of ordinances of the Town of Hickory Creeks Texas except where the provision of this ordinance are in direct conflict with the provisions of such ordinances, in which even the conflicting provisions of such ordinances are hereby repealed.

SECTION 6
SEVERABILITY

That if any section, subsection paragraph, clause, phrase or provision of this ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance as a whole or any part of provision thereof, other than the part so decided to be invalid or unconstitutional.

SECTION 7
ENGROSSMENT AND ENROLLMENT

The Town Secretary of the Town of Hickory Creek is hereby directed to engross and enroll this ordinance by copying the caption, publication clause, penalty clause, and effective date clause in the minutes of the Town Council of the Town of Hickory Creek and by filing this Ordinance in the ordinance records of the Town.

SECTION 8
PUBLICATION CLAUSE

The Town Secretary of the Town of Hickory Creek, Texas is hereby directed to publish in the official newspaper of the Town of Hickory Creek, the caption and Effective Date clause of this Ordinance for two (2) days as required by Section 52.011 of the Texas Local Government Code.

SECTION 9
EFFECTIVE DATE

This ordinance shall be in full force and effect from the date after its date of passage and publication in the official newspaper.

AND IT IS SO ORDAINED.

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

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

Councilmember Elrod	_____	Aye	_____	Nay
Councilmember DuPree	_____	Aye	_____	Nay
Councilmember Gordon	_____	Aye	_____	Nay
Councilmember Kenney	_____	Aye	_____	Nay
Councilmember Theodore	_____	Aye	_____	Nay

APPROVED AS TO FORM:

Town Attorney
Town of Hickory Creek, Texas



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.16

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

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2017-0919-07**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE A MUTUAL AID AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND NORTH CENTRAL TEXAS PUBLIC WORKS, 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 Mutual Aid Agreement to secure the benefits of Mutual Aid for the protection of life and property in the event of an emergency, disaster or civil emergency or public works emergency (hereinafter the “Agreement”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

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

Lynn C. Clark, Mayor

ATTEST:

Kristi Rogers, Town Secretary

APPROVED AS TO FORM:

Town Attorney
Town of Hickory Creek, Texas

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

This mutual aid agreement ("Agreement") is entered into by, between, and among the North Central Texas Participating Local Governments and/or Public/Political Sub-Divisions located wholly or partially within the State of Texas acting by and through their duly authorized officials. The undersigned Participating Local Governments and any and/or Public/Political Sub-Divisions of the State of Texas adopting this agreement upon a formal order of their respective governing bodies as provided therein may be referred to in this Agreement individually as "Party" and collectively as "Parties." By signing this document, and sending it to the Public Works Emergency Response Team, at an address maintained by the NCTCOG, the agency has indicated that it consents to be a party to this emergency mutual aid agreement, and acknowledges that it is not necessary to receive copies of the agreement from other agencies that are party to such agreement.

RECITALS

WHEREAS, the Parties recognize the vulnerability of the people and communities located within local governments and public subdivisions to damage, injury, and loss of life and property resulting in emergencies, disasters or civil emergencies and recognize that such incidents may present equipment and personnel requirements beyond the capacity of each individual (governmental entity) (Party); and

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an emergency, disaster or civil emergency or public works emergency; and

WHEREAS, the Parties *that* wish to make suitable arrangements to provide Mutual Aid are so authorized, and make this Agreement pursuant to *all governmental power inherent in home rule and other municipalities and all statutory authority, including, but not limited to, the Interlocal Cooperation Act Chapter 791 of the Texas Government Code*; *the Texas Disaster Act of 1975 as amended Chapter 418 of the Texas Government Code including the Texas Statewide Mutual Aid System of the Emergency Management Chapter, set out in Subchapter E-1 of Texas Government Code, Section 418.111 et seq, and any amendments to that authority or other authority that may be set out in the constitution or laws of the State of Texas*;

WHEREAS, it is understood that the creation of this Agreement and the Texas Statewide Mutual Aid System (SB11) under Chapter 418 E-1 does not replace or supersede existing mutual aid agreements or interfere with the ability of municipalities to enter into written mutual aid agreements in the future. It is understood that if a written agreement is entered into by governmental entities or municipalities requesting resources, then the terms of that agreement control the rights and responsibilities of the participating parties to the extent the agreement provides terms that differ from the Texas Statewide Mutual Aid System.

WHEREAS, it is expressly understood that any mutual aid extended under this Agreement and the operational plan adopted pursuant thereto, is furnished in accordance with the "Texas Disaster Act" and other applicable provision of law and except as otherwise provided by law, that the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid Plans;

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

Section 1: Incorporation: The above whereas provisions and statements are incorporated as if written word for word below.

Section 2: Purpose: This Agreement is hereby established to provide planning and operating procedures whereby public works related Agencies may request aid and assistance in the form of personnel, equipment, materials and/or other associated services from other public works related agencies. This agreement allows for better coordination of efforts, identifies available resources and helps ensure that timely aid can be provided.

Section 3: Definitions

- A. "Agency" means any municipal public works agency, township road district, county highway departments, or any Public/Political sub-division that performs a public works function that abides by the provisions as found in this Agreement.
- B. "Administrative Agency" means the entity designated by the Parties to be responsible for maintaining the documents associated with this Agreement including distributing Point of Contact and Resource Inventory information.
- C. "Assisting Party" or "Responding Party" means the agency or organization which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.
- D. "Civil Emergency" means an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.
- E. "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including but not limited to fire, flood, earthquake, wind, storm, wave action, winter storm, biological or health hazards, dam or levee break, drought, explosion, riot,, acts of terrorism and other public calamity requiring emergency action or requiring homeland security activity (as that term is defined in Chapter 421 of the Texas Government Code entitled Homeland Security) that is or likely to be, beyond the control of the services personnel equipment and facilities of a Party that requires assistance under this Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.
- F. "Emergency" means any occurrence or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial damage to or loss of property.
- G. "Homeland security activity" means any activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency.
- H. "Mutual Aid" means providing resources such as personnel, equipment, services and supplies. These resources support typical public works missions or tasks such as: removal of debris, restoration of water/wastewater operations, flood control, infrastructure system repairs, standby power, and damage assessment.

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

- I. "National Incident Management System (NIMS)" means a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.
- J. "Operational Period" shall mean a period of time beginning at the time of the request for Mutual Aid and lasting no longer than thirty six (36) hours. Typically assistance would be given in Twelve (12) hour shifts for operational efficiencies. It is the intention of this mutual aid to be for assistance in the initial response to the emergency and not part of the long term recovery. If assistance is requested beyond the initial 36 hours, then the Requesting Party must work with the Responding Party directly and put in place a mutual agreeable contract and payment for services rendered. It is also understood that any agency responding under this mutual aid agreement will not receive any reimbursement for their mutual aid assistance up to the first 36 hours, even if the event becomes a declared emergency by the President. After the first 36 hours repayment shall be provided. It is also understood that any agency for any reason may decline to assist or recall their mutual aid at any time.
- K. "Point of Contact" means a person and/or an agency's department/office serving as the coordinator or focal point of information dealing with public works emergency response activities.
- L. "Public Works Emergency Response Team" (PWERT) means a working group of Public Works Officials representing their agencies; whose mission is to develop and maintain a region wide network of public works' related agencies. This teams' principal purpose is to provide mutual aid response and recovery assistance, to each other, when confronted with natural or man-made emergencies or disasters. This Group is designated as the Administrative Agency to manage this Agreement.
- M. "Requesting Party" means the agency or organization receiving aid and assistance from an Assisting Party.
- N. Public/Political Sub-Division means a basic level of independent local government or quasi-government authorized by Section 52 of the Texas Constitution that typically have a specific or limited purpose including Dallas Fort Worth International Airport, Toll Authorities, independent school districts, water or wastewater districts and improvement and economic development districts and exist separately from general purpose local governments such as county, city or townships.

Section 4: Term

This Agreement shall become effective as to each Party on date of adoption as indicated on the signature page for each Party and shall continue in force and remaining binding on each and every Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 5 of this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

Section 5: Termination

Any Party may at any time by resolution or notice given to all the other Parties decline to participate in the provision of Public Works Mutual Aid. The Governing Body of a Party shall, by Resolution, give notice of termination of participation in this Agreement and submit a copy of such resolution to the Administrative Agency and all other Parties. Such termination shall become effective thirty (30) days after filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.

Section 6: Responsibility of Parties

Provision of Aid: Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time for any reason, or to recall aid that has been deployed at any time.

Section 7: Request for Assistance: The request for assistance will:

- A. Be made only with a Declaration of a state of Local Civil Emergency or Declaration of Disaster by a Requesting Party pursuant to Section 418.108, Texas Government Code or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code,
- B. Be made only without a Declaration of a state of Local Civil Emergency or Declaration of Disaster if the Requesting Party expects to use the resource(s) for less than one Operational Period or if the declaration of emergency is expected to be issued during the first Operational Period.
- C. Be made by the highest ranking authority of Requesting Party available at the time of need,
- D. Be made to the highest ranking authority of the Responding Party available at the time of need, and
- E. Specify to the greatest extent possible the nature of the problem requiring assistance and the resources requested.

Section 8: Procedures for Requests and Provision of Mutual Aid: See Attachment 1

Section 9: Cost Limitation

A Requesting Party shall not be required to reimburse a Responding Party for costs incurred during the first Operational Period as defined in Section 3 of this Agreement. A Requesting Party shall be required to reimburse a Responding Party for costs incurred after the first Operational Period.

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

Section 10: Expending Funds:

A Responding Party that performs services or furnishes aid pursuant to this Agreement shall do so with their own current funds. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

Section 11: Insurance

- A. Worker's Compensation Coverage: Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.
- B. Automobile Liability Coverage: Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.
- C. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.

Section 12: Miscellaneous

- A. Entirety: This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with an Emergency, Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 12E below.
- B. Other Mutual Aid Agreements: This Agreement is not intended to replace or conflict with - local mutual aid agreements for other emergency response needs such as fire and police or for the other purposes
- C. Severability: If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provision of the Agreement that can be given effect without the invalid provision, and to this end the provisions of the Agreement are severable.
- D. Validity and Enforceability: If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made as part of the Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirement of the limitations, and so modified, this Agreement shall continue in full force and affect.
- E. Amendment: This Agreement may be amended only by the mutual written consent of the Parties.
- F. Governing Law and Venue: The Laws of the State of Texas shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency or Disaster occurred. In the event an Emergency or Disaster physically occurring in more

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

than one county that is a Party thereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

- G. Signatories: The PWERT shall be the official repository of original pages of the Parties to this Agreement and will maintain an up-to-date list of those Parties. Each Party will retain a copy of their own originally signed document with an additional individual signature page from their Agency to be filed with the PWERT under this Agreement. *PWERT will maintain contact information from all of the parties and provide for a means of communication whenever there is a need to call for mutual aid. This agreement may be signed in multiple copies, and it is only necessary for the agencies to notify the PWERT and keep them informed of the contact information.*
- H. PWERT – the Administrative Agency, managing this agreement, provides for one membership seat for each participating agency and one alternate seat. The primary seat should be held by a Public Works Official or designee. The alternate seat should be held by a member of the jurisdiction of the Emergency Management Division or designee. The jurisdiction is not required to fill the seats, but, it is strongly recommended, in order to receive information and training for emergency response.

EXECUTED this _____ day of _____, 2017

_____, Texas
(Local Jurisdiction)

By: _____

Printed Name: _____

Title: _____



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.17

Consider and act on proposals submitted for roof repairs and enhancements for the town hall facility.

Accurate Roof Systems
10767 CR 169
Flint, TX 75762
903.894.6418
www accurateroofsystems.com



ESTIMATE

ADDRESS

City Of Hickory Creek
10765 Ronald Reagan Ave.
Hickory Creek, TX 75065

ESTIMATE # 1190

DATE 07/12/2017

EXPIRATION DATE 10/13/2017

ACTIVITY	QTY	RATE	AMOUNT
Full silicone roof system with 20 year warranty Whole Roof = Materials, Labor and Warranty	10,172	2.30	23,395.60

Thank you for considering Accurate Roof Systems for your roof repairs. Please let me know if you have any questions.

TOTAL

\$23,395.60

Have a great day,
Cody Voigt
903.245.9088

Accepted By

Accepted Date

Foam Tech
2261 Crown Road, Ste #112
Dallas, TX 75229
(214) 205-1200
tad.foamtech@gmail.com
<http://www.foamtechtx.com>

Estimate 1071



ADDRESS

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

DATE
06/01/2017

TOTAL
\$23,311.60

EXPIRATION
DATE
10/01/2017

ACTIVITY	QTY	RATE	AMOUNT
Installation of 2.8# spray polyurethane foam roof system with elastomeric roof coating.			
Clean and prep existing modified bitumen roof system and apply Thermo-prime.	6,840	0.25	1,710.00
Repair membrane blisters as needed.	1	345.00	345.00
Detach & reset lightning protection system.	1	355.00	355.00
Apply 2.8# spray polyurethane foam @ 1-1.5" over existing modified bitumen roof system.	6,840	2.99	20,451.60
Apply white acrylic elastomeric roof coating to spray foam at 25 dry mils.			
Install one-way vents to allow trapped water vapor to escape.	10	45.00	450.00
10 year labor and material warranty.			
Installation 5-7 days depending on weather.			
TOTAL			\$23,311.60

THANK YOU.

Accepted By

Accepted Date



BID PROPOSAL NO. 0711

5435 N GARLAND AVE
SUITE 140-115
GARLAND, TEXAS 75040

214.304.7282

info@topviewroofing.com
www.TopViewRoofing.com

Owner's Name: THE CITY OF HICKORY CREEK		Owner's Address: 1075 RONALD REAGAN	
Owner's City: HICKORY CREEK, TX	Owner's Zip Code: 75065	Owner's Phone:	Owner's Work Phone:
Project Name & Address: SAME AS ABOVE			Email:

a. **Scope of Work:** Top View Roofing hereby submits the following specifications and estimates:

Includes: Primer, foam, elastomeric topcoat, and installation labor.

Quality: SPF (Sprayed Polyurethane Foam) roofing is applied using a sprayed application to a thickness of 1-1/2" to 2" and has an 'R' value of 6 to 7.5. The elastomeric top coat protects the foam from UV rays and moisture.

Green: LEED considers light colored sprayed polyurethane foam roofing to be green when meeting the requirements for Heat Island Reduction credit.

This is a two coat system with a 10 year warranty

This is 9700 SQ FT

THIS LIST OF SPECIFICATIONS MAY BE CONTINUED ON SUBSEQUENT PAGES (SEE PAGE NUMBER BELOW)

b. **Not Included:** This proposal does not include ANYTHING THAT IS NOT ON CONTRACT

c. **WE PROPOSE** to furnish material, equipment and labor in accordance with the above specifications for the sum of:

42680.00 dollars

NOTE: This proposal may be withdrawn if not accepted within
15 days from Thursday July 27 2017.
date

d. **WE ACCEPT** the prices, specifications, and terms as stated in this bid proposal are approved. We authorize you to draw up all necessary contract documents so work can begin.

approved and accepted (owner or owner's authorized agent)

date

approved and accepted (second owner - if any)

date

Respectfully submitted by: _____
Company Representative



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.18

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

No supporting documentation.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.19

Discussion regarding current road and sidewalk projects.

No supporting documentation.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. E.1

Review of individual employees' performance.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. E.2

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



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. F.1

Discussion and possible action regarding matters discussed in executive session.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 09/19/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. G.1

Adjournment