



**NOTICE OF
REGULAR MEETING OF THE TOWN COUNCIL
REMOTE MEETING
1-888-475-4499 MEETING ID: 963-8285-6228
MONDAY, APRIL 27, 2020, 6:00 PM**

AGENDA

In response to the coronavirus pandemic, effective March 16, 2020, Texas Governor Abbott suspended certain Open Meeting rules to allow meetings of government bodies that are accessible to the public to decrease large groups of people from assembling. The suspension temporarily removes the requirement that government officials and members of the public be physically present at a meeting location. [Remote Meeting Participation Information.](#)

Call to Order

Roll Call

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

Invocation

Proclamations

1. May 2020 as Motorcycle Safety and Awareness

Items of Community Interest

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

Public Comment

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

Consent Agenda

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

[2.](#) March 2020 Council Meeting Minutes

[3.](#) March 2020 Financial Statements

Regular Agenda

4. Report from Mayor Clark regarding COVID-19

[5.](#) Consider and act on a resolution designating RaceTrac as the 2019 Business of the Year.

[6.](#) Consider and act on a resolution designating Lisa Rowell as the 2019 Citizen of the Year.

[7.](#) Consider and act on a resolution designating Antonio Banyaga and Logan Pickard as the 2019 Scholars of the Year.

[8.](#) Consider and act on a resolution designating Brandon Engle as the 2019 Sportsman of the Year.

[9.](#) Consider and act on a resolution designating Josephine Elliott as the 2019 Sportswoman of the Year.

10. Conduct a public hearing regarding the voluntary annexation of a 24.31 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220 in Denton County, Texas, and being part of a called 36.253 acre tract of land described as "Tract 1" and part of a called 3.2515 acre tract of land described as "Tract 2" in Executor's Deed to Richard Goldfield, Brian Goldfield and Susan Goldfield, recorded in Instrument Number 2019-36351 of the Official Public Records of Denton County, Texas.

[11.](#) Consider and act on a final plat of Lake Dallas RV Park, Lot 1, Block 1; being 2.687 acres of land out of the L. Cobb Survey, Abstract No. 284, Town of Hickory Creek ETJ, Denton County, Texas. The property is located in the 660 block of Main Street.

[12.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement services by and between the Town of Hickory Creek, Texas and Watertoyz, LLC; and providing an effective date.

[13.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, nominating one candidate to a slate of nominees for the board of managers of the Denco Area 9-1-1 District.

[14.](#) Discussion regarding the contract with Republic Services for Solid Waste Disposal and Recycling Services.

15. Discussion regarding existing landscape and hardscape located in the TxDOT Right of Way of the Lakeview Subdivision entrance.
16. Discussion regarding market strategies approved by the Hickory Creek Economic Development Corporation to assist restaurants located in Hickory Creek.

Adjournment

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

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

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on April 24, 2020 at 10:00 a.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

Item Attachment Documents:

1. May 2020 as Motorcycle Safety and Awareness

Proclamation

by the

Mayor of the Town of Hickory Creek, Texas

WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country; and

WHEREAS, motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and

WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and, most of all, fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

WHEREAS, urging all citizens of our community to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve;

NOW, THEREFORE, I, Lynn C. Clark., Mayor of the Town of Hickory Creek, do hereby proclaim May 2020 as Motorcycle Safety and Awareness Month in the Town of Hickory Creek. Further, I urge all residents to do their part to increase safety and awareness in our community.

IN WITNESS WHEREOF, I have set my hand and caused the official seal of the Town of Hickory Creek, Texas to be affixed this the 27th day of April, 2020..

Lynn C. Clark, Mayor

ATTEST:

Kristi K. Rogers, Town Secretary



TEXAS ABATE CONFEDERATION, INC.

Lake Cities ABATE is a local Chapter of (The) Texas ABATE Confederation, Inc., a motorcycle rights organization (MRO) in the State of Texas. We are dedicated to the protection of the individual rights of motorcyclists through political change and awareness, charitable works, public education and the promotion of motorcycling.

Our objectives are:

- a. Political involvement with the actions of our local, state, and federal government with regards to the rights of motorcyclists.
- b. Educate individuals in the political process, from registering to vote to running for office.
- c. Promote motorcycle safety through awareness and education programs.
- d. Improve the image of motorcyclists to the general public.

May 2020 is Motorcycle Safety and Awareness month and one of the ways we to promote public awareness is requesting Proclamations from our cities, towns, counties and state.

During the month of May, Share the Road signs are displayed to remind motorists and motorcyclists to “Check Twice – Save a Life”. Below are some common causes of motor vehicle vs. motorcycle accidents:

- a. **MAKING LEFT TURNS** – Before turning **LEFT, CHECK TWICE** to ensure no motorcycle is coming. You’re conditioned to look for cars and trucks, and it is easy to “overlook” an oncoming motorcycle if you’re not looking for one.
- b. **PULLING OUT** – Before pulling out from a parked position, **CHECK TWICE** by turning your head and **LOOKING** for oncoming motorcycles. Motorcycles need more room and space to stop suddenly than a car or truck.
- c. **CHANGING LANES** – Before changing lanes use your turn signals, **CHECK** your mirrors and **LOOK** over your shoulder to make sure there are no motorcycles in your blind spot.
- d. **SHARING A LANE** – Don’t share a traffic lane with a motorcycle. Even though a motorcycle is smaller than a car or truck, they are entitled to their entire lane.
- e. **DON’T FOLLOW TOO CLOSE** behind a motorcycle – a motorcycle needs more room than a car or truck to stop. Keep a good distance behind a motorcycle, leaving enough room for you to stop.

Help us reduce accidents and injuries ...

CHECK TWICE – SAVE A LIFE – DON’T TEXT WHILE DRIVING

Item Attachment Documents:

2. March 2020 Council Meeting Minutes

**JOINT WORKSHOP SESSION OF
THE TOWN COUNCIL WITH CORINTH CITY COUNCIL,
LAKE DALLAS CITY COUNCIL AND SHADY SHORES TOWN COUNCIL
CITY OF CORINTH PUBLIC SAFETY BUILDING
3501 FM 2181, CORINTH, TEXAS 76210
TUESDAY, MARCH 3, 2020**

MINUTES

Call to Order

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

Mayor Bill Heidemann called the meeting to order for the City of Corinth at 6:00 p.m. The following members were present, Mayor Bill Heidemann, Mayor Pro Tem Sam Burke, Councilmember Scott Garber, Councilmember Tina Henderson and Councilmember Kelly Pickens. The following member was absent, Councilmember Lowell Johnson.

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

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

Mayor Cindy Aughinbaugh called the meeting to order for the Town of Shady Shores at 6:00 p.m. The following members were present, Mayor Cindy Aughinbaugh, Mayor Pro Tem Tom Newell, Councilmember Matthew Haines, Councilmember Mike Nowels and Councilmember Jack Nelson. The following member was absent, Councilmember Charles Grimes.

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

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

Invocation

Councilmember Scott Garber, City of Corinth, led the invocation.

Business:

1. Presentation and discussion on governance approaches for shared services in the Lake Cities.
 - a. Transportation
 - i. DCTA rail stop (Corinth)
 - ii. Shady Shores Road bridge (Lake Dallas)
 - b. Drainage (Lake Dallas)
 - i. Impact and desire for implementation of Integrated Stormwater Management (iSWM)

Town Council Meeting Minutes

March 3, 2020

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- c. Emergency Management (Corinth)
 - i. Sirens
 - ii. Tabletop exercise
- d. Parks & Trails (Hickory Creek)
 - i. Trail connectivity
 - ii. Corps of Engineers trail system
- e. Uniformity of Building & Fire Codes (Shady Shores)
 - i. Building code adoption
 - ii. Fire code adoption
- f. Broadband (Shady Shores)

Bob Hart, Corinth City Manager, provided an overview regarding a future DCTA rail stop in Corinth, the tax increment reinvestment zone and mixed use development.

John Cabrales, Lake Dallas City Manager, provided an overview regarding the reconstruction of Shady Shores Road and the Integrated Stormwater Management Program.

Chad Thiessen, Assistant Fire Chief, provided an overview regarding storm siren upgrades throughout the Lake Cities and a future tabletop exercise that will be held in the event a natural disaster occurred in the Lake Cities to assist with preparedness.

John Smith, Hickory Creek Town Administrator, provided an overview regarding an equestrian trail and hike/bike trail that will be constructed in the near future in Hickory Creek and also the importance of trail connectivity throughout the Lake Cities.

Wendy Withers, Shady Shores Town Administrator, provided an overview regarding uniformity of building and fire codes for the four town cities/towns. A committee was formed with representatives from the Lake Cities to discuss and explore broadband options.

2. Presentation and discussion on an overview of the Lake Cities Fire Department and service contract renewal. (Corinth)

Bob Hart, Corinth City Manager provided an overview regarding the service agreement formula history, proposed 2020 fire service allocations, May 2, 2020 Corinth Special Election to reallocate a quarter cent sales tax from Street Maintenance to Fire Control, Prevention and EMS as a revenue stream. Chief Michael Ross provided an overview regarding the vehicle replacement schedule and mileage of the fleet. Lee Ann Bunselmeyer, Director of Finance, provided an overview regarding fire department revenue and expenses. Discussions were held and concerns were voiced regarding proposed increases for the City of Lake Dallas, Town of Hickory Creek and Town of Shady Shores.

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March 3, 2020

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Comments:

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

Tom Spencer, Shady Shores, Texas, stated the formula used to determine the cost of fire service is outdated.

4. Request an item be added as a discussion item to any future joint meeting agenda

Items to be discussed in the future include trail and sidewalk connectivity.

Adjournment

Mayor Bill Heidemann adjourned the meeting for the City of Corinth.

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

Mayor Lynn Clark called for a motion to adjourn. Motion made by Councilmember DuPree to adjourn the meeting, Seconded by Councilmember Gordon.

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

Mayor Cindy Aughinbaugh adjourned the meeting for the Town of Shady Shores.

The meeting adjourned at 8:46 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

**SPECIAL MEETING OF THE TOWN COUNCIL
REMOTE MEETING
MONDAY, MARCH 30, 2020**

MINUTES

In response to the coronavirus pandemic, effective March 16, 2020, Texas Governor Abbott suspended certain Open Meeting rules to allow meetings of government bodies that are accessible to the public to decrease large groups of people from assembling. The suspension temporarily removes the requirement that government officials and members of the public be physically present at a meeting location.

Call to Order

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

Roll Call

The following members were present:

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

Also in attendance:

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

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

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

Invocation

Councilmember Theodore gave the invocation.

Items of Community Interest

On behalf of the Hickory Creek Town Council, we wish to express our thanks and appreciation to those who have stood in the face of a dangerous pandemic to make sure our town government remains stable. Town Administrator John Smith, Town Secretary Kristi Rogers and Police Chief Carey Dunn have led our Town well. Our town administration, police department, courts, code enforcement, public works and animal services have continued to serve during this difficult time. These individuals could have stayed home had they chosen to, but they have remained in their offices doing an excellent job. Our police officers continue to serve on the front lines of our entire community. Our thoughts and prayers for the safety of our entire staff are the order of the day. We appreciate our Hickory Creek community and the surrounding communities for their resolve in helping contain the spread of the virus. We thank you for your patience as we have begun conducting business online.

We appreciate you working with us, and we pray that this crisis will be over soon. We were notified late this afternoon of the first positive case of COVID-19 in Hickory Creek and extend our heartfelt prayers for full recovery to this family. Please know that our thoughts and prayers are with all of our families and be reminded that “We’re all in this together.” We are, and always will be, Hickory Creek Strong.

Thanks to the Town Administrator and staff who are not only dealing with COVID-19 but also flooding in the parks. The parks are currently closed due to safety concerns.

Public Comment

There were no speakers for public comment.

Consent Agenda

1. February 2020 Council Meeting Minutes
2. February 2020 Financial Statements
3. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas ("TOWN") responding to the application of Atmos Energy Corporation - MidTex Division, to increase rates under the Gas Reliability Infrastructure Program; suspending the effective date of this rate application for forty- five days; authorizing the Town to continue to participate in a collation of cities known as the "Atmos Texas Municipalities."
4. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an amended agreement between the Town of Hickory Creek, Texas and Tyler Technologies, Inc.
5. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement between the Town of Hickory Creek, Texas and the City of Grand Prairie, Texas.
6. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas selecting a vendor for RFP# 2020-1, authorizing the Town Administrator of the Town of Hickory Creek, Texas to negotiate and execute an agreement between the Town of Hickory Creek, Texas and Martin Mechanical Heat & Air.
7. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas herby ratifying an agreement between the Town of Hickory Creek and NDS Leasing, concerning an equipment lease.
8. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, repealing Ordinance No. 2020-01-842.
9. Consider and act on an ordinance of the Town Council of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 3: Building Regulations, by creating Article 3.11: Solar Panel Standards.

Motion made by Councilmember Gordon to approve consent agenda items 1-9 as presented, Seconded by Councilmember Theodore.

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

Regular Agenda

10. Conduct a public hearing regarding the voluntary annexation of a 24.31 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220 in the Denton County, Texas, and being part of a called 36.253 acre tract of land described as "Tract 1" and part of a called 3.2515 acre tract of land described as "Tract 2" in Executor's Deed to Richard Goldfield, Brian Goldfield and Susan Goldfield, recorded in Instrument Number 2019-36351 of the Official Public Records of Denton County, Texas.

Mayor Clark called the public hearing to order at 6:10 p.m.

Motion made by Councilmember DuPree to continue the public hearing until the next regular council meeting to be held on April 27, 2020, Seconded by Councilmember Elrod. Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

11. Consider and act on bids submitted for BID# 2020-01, Commercial Access Drive.

Motion made by Councilmember Theodore to award BID# 2020-01 to MSF Contracting Group, LLC. in the amount of \$129,752.79 which includes the alternate bid, Seconded by Councilmember Elrod.

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

Adjournment

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

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

The meeting did then stand adjourned at 6:18 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

Item Attachment Documents:

3. March 2020 Financial Statements

Town of Hickory Creek
Balance Sheet
As of March 31, 2020

	<u>Mar 31, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	19,135.67
BOA - Drug Forfeiture	1,949.87
BOA - Drug Seizure	1,353.08
BOA - General Fund	225,716.74
BOA - Parks and Recreation	209,126.50
BOA - Payroll	40,377.36
BOA - Police State Training	5,180.93
Logic Animal Shelter Facility	9,543.78
Logic Harbor Ln-Sycamore Bend	3,327.55
Logic Investment Fund	5,234,389.16
Logic Street & Road Improvement	163,385.96
Logic Turbeville Road	214,092.53
Total Checking/Savings	<u>6,127,579.13</u>
Accounts Receivable	
Municipal Court Payments	4,800.60
Total Accounts Receivable	<u>4,800.60</u>
Total Current Assets	<u>6,132,379.73</u>
TOTAL ASSETS	<u>6,132,379.73</u>
LIABILITIES & EQUITY	0.00

Town of Hickory Creek
Profit & Loss
March 2020

	<u>Mar 20</u>
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	12,040.36
4004 M&O Penalties & Interest	-803.79
4006 Delinquent M&O	110.34
4008 I&S Debt Service	8,041.64
4010 I&S Penalties & Interest	-568.87
4012 Delinquent I&S	27.51
	<hr/>
Total Ad Valorem Tax Revenue	18,847.19
Building Department Revenue	
4102 Building Permits	121,282.50
4106 Contractor Registration	575.00
4124 Sign Permits	160.00
4132 Alarm Permit Fees	50.00
	<hr/>
Total Building Department Revenue	122,067.50
Franchise Fee Revenue	
4212 Republic Services	2,972.91
	<hr/>
Total Franchise Fee Revenue	2,972.91
Interest Revenue	
4302 Animal Shelter Interest	12.52
4308 Drug Forfeiture Interest	0.08
4310 Drug Seizure Interest	0.06
4314 Logic Investment Interest	6,511.20
4320 Logic Street/Road Improv.	197.62
4322 Logic Turbeville Road	258.97
4326 PD State Training Interest	0.22
4328 Logic Harbor/Sycamore Bend	4.03
	<hr/>
Total Interest Revenue	6,984.70
Miscellaneous Revenue	
4502 Animal Adoption & Impound	870.00
4506 Animal Shelter Donations	50.00
4508 Annual Park Passes	1,387.55
4510 Arrowhead Park Fees	1,056.00
4528 NSF Fees	-148.32
4530 Other Receivables	4,452.28
4536 Point Vista Park Fees	584.00
4550 Sycamore Bend Fees	192.00
	<hr/>
Total Miscellaneous Revenue	8,443.51
Municipal Court Revenue	
4602 Building Security Fund	1,152.87
4604 Citations	41,067.13
4606 Court Technology Fund	1,002.13
4608 Jury Fund	17.96
4610 Truancy Fund	898.04

Town of Hickory Creek
Profit & Loss
 March 2020

	<u>Mar 20</u>
4612 State Court Costs	23,574.64
4614 Child Safety Fee	75.50
Total Municipal Court Revenue	67,788.27
Sales Tax Revenue	
4702 Sales Tax General Fund	91,802.95
4706 Sales Tax 4B Corporation	30,600.99
Total Sales Tax Revenue	122,403.94
Total Income	349,508.02
Gross Profit	349,508.02
Expense	
Capital Outlay	
5010 Street Maintenance	1,360.53
5012 Streets & Road Improvement	36,298.16
5020 Main Street Reconstruction	-200.00
5022 Parks and Rec Improvements	10,750.00
5024 Public Safety Improvements	105,027.17
5026 Fleet Purchase/Replacement	1,178.65
5028 Turbeville/Point Vista	11,451.22
Total Capital Outlay	165,865.73
General Government	
5204 Books & Subscriptions	115.00
5206 Computer Hardware/Software	135.87
5208 Copier Rental	267.38
5216 Volunteer/Staff Events	51.00
5218 General Communications	582.35
5222 Office Supplies & Equip.	53.93
5224 Postage	63.51
5226 Community Cause	500.00
5228 Town Council/Board Expense	177.50
5230 Training & Education	114.00
5232 Travel Expense	220.12
Total General Government	2,280.66
Municipal Court	
5312 Court Technology	386.00
5318 Merchant Fees/Credit Cards	-47.20
5322 Office Supplies/Equipment	231.19
5332 Warrants Collected	-1,497.76
Total Municipal Court	-927.77
Parks and Recreation	
5408 Tanglewood Park	337.14
5412 KHCB	175.00
Total Parks and Recreation	512.14
Parks Corps of Engineer	

Town of Hickory Creek
Profit & Loss
March 2020

	<u>Mar 20</u>
5432 Arrowhead	686.37
5434 Harbor Grove	564.61
5436 Point Vista	601.17
5438 Sycamore Bend	642.14
Total Parks Corps of Engineer	2,494.29
Personnel	
5502 Administration Wages	23,160.69
5504 Municipal Court Wages	8,485.22
5506 Police Wages	56,737.30
5507 Police Overtime Wages	1,091.26
5508 Public Works Wages	14,436.29
5509 Public Works Overtime Wage	96.08
5510 Health Insurance	14,761.56
5514 Payroll Expense	3,873.37
5516 Employment Exams	165.00
5518 Retirement (TMRS)	23,947.63
Total Personnel	146,754.40
Police Department	
5602 Auto Gas & Oil	1,534.01
5606 Auto Maintenance & Repair	3,671.25
5612 Computer Hardware/Software	612.65
5614 Crime Lab Analysis	153.71
5626 Office Supplies/Equipment	99.01
5630 Personnel Equipment	535.00
5636 Uniforms	2,111.63
5648 K9 Unit	73.92
Total Police Department	8,791.18
Public Works Department	
5710 Auto Gas & Oil	622.91
5714 Auto Maintenance/Repair	318.62
5722 Equipment	599.99
5724 Equipment Maintenance	358.40
5728 Equipment Supplies	1,306.23
5734 Radios	342.13
5738 Training	-250.00
5742 Uniforms	112.76
Total Public Works Department	3,411.04
Services	
5802 Appraisal District	3,091.60
5804 Attorney Fees	8,653.51
5812 Document Management	160.82
5814 Engineering	3,976.80
5818 Inspections	22,925.00
5820 Fire Service	153,408.25
5822 Legal Notices/Advertising	811.60
5824 Library Services	25.00
5832 Computer Technical Support	50.00

Town of Hickory Creek
Profit & Loss
March 2020

	<u>Mar 20</u>
5838 DCCAC	<u>2,792.00</u>
Total Services	195,894.58
Special Events	
6008 Tree Lighting	<u>24.96</u>
Total Special Events	24.96
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	2,556.50
5904 Electric	1,800.85
5906 Gas	192.36
5908 Street Lighting	3,143.45
5910 Telephone	2,487.89
5912 Water	<u>633.40</u>
Total Utilities & Maintenance	<u>10,814.45</u>
Total Expense	<u>535,915.66</u>
Net Ordinary Income	<u>-186,407.64</u>
Net Income	<u><u>-186,407.64</u></u>

Town of Hickory Creek
Budget vs. Actual Year to Date 49.98%
 October 2019 through March 2020

	Oct '19 - Mar 20	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	1,189,666.96	1,217,088.00	97.7%
4004 M&O Penalties & Interest	205.92	5,000.00	4.1%
4006 Delinquent M&O	1,556.92	3,500.00	44.5%
4008 I&S Debt Service	789,647.94	807,829.00	97.7%
4010 I&S Penalties & Interest	-11.21	3,000.00	-0.4%
4012 Delinquent I&S	1,043.28	2,500.00	41.7%
Total Ad Valorem Tax Revenue	1,982,109.81	2,038,917.00	97.2%
Building Department Revenue			
4102 Building Permits	429,163.98	275,000.00	156.1%
4104 Certificate of Occupancy	100.00	2,000.00	5.0%
4106 Contractor Registration	3,050.00	5,000.00	61.0%
4108 Preliminary/Final Plat	5,262.25	0.00	100.0%
4110 Prelim/Final Site Plan	0.00	0.00	0.0%
4112 Health Inspections	9,200.00	10,000.00	92.0%
4122 Septic Permits	0.00	0.00	0.0%
4124 Sign Permits	1,030.00	3,000.00	34.3%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	0.00	500.00	0.0%
4130 Vendor Fee	0.00	75.00	0.0%
4132 Alarm Permit Fees	800.00	800.00	100.0%
Total Building Department Revenue	448,606.23	296,575.00	151.3%
Franchise Fee Revenue			
4202 Atmos Energy	0.00	42,000.00	0.0%
4204 Charter Communications	19,635.11	42,500.00	46.2%
4206 CenturyLink	1,041.89	2,000.00	52.1%
4208 CoServ	2,659.07	4,200.00	63.3%
4210 Oncor Electric	137,415.87	148,000.00	92.8%
4212 Republic Services	21,051.76	44,000.00	47.8%
Total Franchise Fee Revenue	181,803.70	282,700.00	64.3%
Interest Revenue			
4302 Animal Shelter Interest	90.58	0.00	100.0%
4308 Drug Forfeiture Interest	0.48	0.00	100.0%
4310 Drug Seizure Interest	0.34	0.00	100.0%
4314 Logic Investment Interest	38,280.76	35,000.00	109.4%
4320 Logic Street/Road Improv.	1,453.65	5,000.00	29.1%
4322 Logic Turbeville Road	1,904.79	0.00	100.0%
4326 PD State Training Interest	1.29	0.00	100.0%
4328 Logic Harbor/Sycamore Bend	29.56	0.00	100.0%
Total Interest Revenue	41,761.45	40,000.00	104.4%
Interlocal Revenue			
4402 Corp Contract Current Year	0.00	34,000.00	0.0%
Total Interlocal Revenue	0.00	34,000.00	0.0%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	6,520.00	9,500.00	68.6%
4506 Animal Shelter Donations	524.00	1,000.00	52.4%
4508 Annual Park Passes	7,505.30	20,000.00	37.5%
4510 Arrowhead Park Fees	7,181.00	18,000.00	39.9%
4512 Beer & Wine Permit	0.00	150.00	0.0%
4516 Corp Parks Fund Reserve	0.00	184,000.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 49.98%
 October 2019 through March 2020

	Oct '19 - Mar 20	Budget	% of Budget
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	0.00	0.00	0.0%
4522 EDCPayment/Ronald Reagan	0.00	45,778.00	0.0%
4524 Fund Balance Reserve	0.00	487,548.00	0.0%
4526 Mineral Rights	0.00	0.00	0.0%
4528 NSF Fees	-148.32	25.00	-593.3%
4530 Other Receivables	40,162.57	12,100.00	331.9%
4534 PD State Training	1,296.51	0.00	100.0%
4536 Point Vista Park Fees	2,022.00	5,000.00	40.4%
4546 Street Bond Proceeds	0.00	0.00	0.0%
4550 Sycamore Bend Fees	5,549.00	15,000.00	37.0%
4554 Building Security Fund Res	0.00	30,000.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
Total Miscellaneous Revenue	70,612.06	828,101.00	8.5%
Municipal Court Revenue			
4602 Building Security Fund	6,307.55	10,800.00	58.4%
4604 Citations	252,828.59	675,000.00	37.5%
4606 Court Technology Fund	7,191.51	14,150.00	50.8%
4612 State Court Costs	149,177.48	242,150.00	61.6%
4614 Child Safety Fee	645.76	1,000.00	64.6%
Total Municipal Court Revenue	418,442.59	943,100.00	44.4%
Sales Tax Revenue			
4702 Sales Tax General Fund	694,459.27	1,237,500.00	56.1%
4706 Sales Tax 4B Corporation	231,486.43	412,500.00	56.1%
4708 Sales Tax Mixed Beverage	2,780.78	500.00	556.2%
Total Sales Tax Revenue	928,726.48	1,650,500.00	56.3%
Total Income	4,072,062.32	6,113,893.00	66.6%
Gross Profit	4,072,062.32	6,113,893.00	66.6%
Expense			
Capital Outlay			
5010 Street Maintenance	5,008.17	50,000.00	10.0%
5012 Streets & Road Improvement	335,435.04	220,000.00	152.5%
5022 Parks and Rec Improvements	38,145.00	125,000.00	30.5%
5024 Public Safety Improvements	111,321.17	200,000.00	55.7%
5026 Fleet Purchase/Replacement	5,092.15	5,000.00	101.8%
5028 Turbeville/Point Vista	-325,622.34	0.00	100.0%
Total Capital Outlay	169,179.19	600,000.00	28.2%
Debt Service			
5106 2012 Refunding Bond Series	8,681.19	267,408.00	3.2%
5110 2015 Refunding Bond Series	57,700.00	310,400.00	18.6%
5112 2015 C.O. Series	60,400.00	275,800.00	21.9%
Total Debt Service	126,781.19	853,608.00	14.9%
General Government			
5202 Bank Service Charges	36.00	50.00	72.0%
5204 Books & Subscriptions	221.25	400.00	55.3%
5206 Computer Hardware/Software	9,472.76	15,000.00	63.2%
5208 Copier Rental	2,207.81	3,500.00	63.1%
5210 Dues & Memberships	386.91	2,500.00	15.5%
5212 EDC Tax Payment	200,885.44	412,500.00	48.7%

Town of Hickory Creek
Budget vs. Actual Year to Date 49.98%
 October 2019 through March 2020

	Oct '19 - Mar 20	Budget	% of Budget
5214 Election Expenses	0.00	10,000.00	0.0%
5216 Volunteer/Staff Events	4,399.60	8,000.00	55.0%
5218 General Communications	9,522.01	22,000.00	43.3%
5222 Office Supplies & Equip.	1,331.99	2,500.00	53.3%
5224 Postage	1,982.97	4,000.00	49.6%
5226 Community Cause	1,037.42	6,200.00	16.7%
5228 Town Council/Board Expense	4,240.29	5,500.00	77.1%
5230 Training & Education	353.00	2,500.00	14.1%
5232 Travel Expense	920.89	2,000.00	46.0%
5234 Staff Uniforms	1,278.12	1,000.00	127.8%
Total General Government	238,276.46	497,650.00	47.9%
Municipal Court			
5302 Books & Subscriptions	73.75	75.00	98.3%
5304 Building Security	0.00	40,800.00	0.0%
5312 Court Technology	7,776.72	14,150.00	55.0%
5314 Dues & Memberships	55.00	200.00	27.5%
5318 Merchant Fees/Credit Cards	-882.85	0.00	100.0%
5322 Office Supplies/Equipment	916.88	1,800.00	50.9%
5324 State Court Costs	155,318.91	242,150.00	64.1%
5326 Training & Education	350.00	500.00	70.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-6,094.08	0.00	100.0%
Total Municipal Court	157,514.33	300,175.00	52.5%
Parks and Recreation			
5402 Events	79.42	5,000.00	1.6%
5408 Tanglewood Park	558.58	2,500.00	22.3%
5412 KHCB	175.00	1,000.00	17.5%
5414 Tree City USA	1,019.80	1,500.00	68.0%
5416 Town Hall Park	0.00	500.00	0.0%
Total Parks and Recreation	1,832.80	10,500.00	17.5%
Parks Corps of Engineer			
5432 Arrowhead	3,809.18	60,000.00	6.3%
5434 Harbor Grove	693.77	69,000.00	1.0%
5436 Point Vista	3,394.46	11,000.00	30.9%
5438 Sycamore Bend	5,300.07	102,000.00	5.2%
Total Parks Corps of Engineer	13,197.48	242,000.00	5.5%
Personnel			
5502 Administration Wages	150,154.99	299,100.00	50.2%
5504 Municipal Court Wages	54,950.62	116,800.00	47.0%
5506 Police Wages	348,322.25	759,650.00	45.9%
5507 Police Overtime Wages	7,863.67	8,000.00	98.3%
5508 Public Works Wages	94,262.62	195,950.00	48.1%
5509 Public Works Overtime Wage	830.14	1,600.00	51.9%
5510 Health Insurance	100,984.58	206,700.00	48.9%
5512 Longevity	10,681.00	10,681.00	100.0%
5514 Payroll Expense	12,335.44	18,000.00	68.5%
5516 Employment Exams	1,355.00	2,500.00	54.2%
5518 Retirement (TMRS)	79,772.62	168,000.00	47.5%
5520 Unemployment (TWC)	33.21	2,000.00	1.7%
5522 Workman's Compensation	25,360.30	26,650.00	95.2%
Total Personnel	886,906.44	1,815,631.00	48.8%
Police Department			

Budget vs. Actual Year to Date 49.98%

October 2019 through March 2020

	Oct '19 - Mar 20	Budget	% of Budget
5602 Auto Gas & Oil	11,977.13	28,500.00	42.0%
5606 Auto Maintenance & Repair	21,216.26	15,000.00	141.4%
5610 Books & Subscriptions	473.65	500.00	94.7%
5612 Computer Hardware/Software	57,610.30	67,600.00	85.2%
5614 Crime Lab Analysis	1,295.34	2,000.00	64.8%
5616 Drug Forfeiture	1,530.90	0.00	100.0%
5618 Dues & Memberships	337.00	400.00	84.3%
5626 Office Supplies/Equipment	1,554.02	1,500.00	103.6%
5630 Personnel Equipment	31,324.64	41,500.00	75.5%
5634 Travel Expense	1,114.93	2,500.00	44.6%
5636 Uniforms	5,092.39	12,000.00	42.4%
5640 Training & Education	3,226.80	15,000.00	21.5%
5644 Citizens on Patrol	0.00	1,000.00	0.0%
5646 Community Outreach	623.29	750.00	83.1%
5648 K9 Unit	618.68	3,500.00	17.7%
Total Police Department	137,995.33	191,750.00	72.0%
Public Works Department			
5702 Animal Control Donation	0.00	1,000.00	0.0%
5704 Animal Control Equipment	0.00	600.00	0.0%
5706 Animal Control Supplies	378.69	1,500.00	25.2%
5708 Animal Control Vet Fees	3,167.15	7,500.00	42.2%
5710 Auto Gas & Oil	7,175.38	12,500.00	57.4%
5714 Auto Maintenance/Repair	4,667.23	10,000.00	46.7%
5716 Beautification	283.55	95,000.00	0.3%
5718 Computer Hardware/Software	845.00	750.00	112.7%
5720 Dues & Memberships	0.00	350.00	0.0%
5722 Equipment	41,386.99	45,000.00	92.0%
5724 Equipment Maintenance	1,086.13	8,000.00	13.6%
5726 Equipment Rental	3,551.44	500.00	710.3%
5728 Equipment Supplies	3,466.00	6,500.00	53.3%
5732 Office Supplies/Equipment	11.98	800.00	1.5%
5734 Radios	2,307.59	3,200.00	72.1%
5738 Training	235.00	800.00	29.4%
5740 Travel Expense	536.62	1,000.00	53.7%
5742 Uniforms	1,609.39	2,600.00	61.9%
5748 Landscaping Services	6,024.87	150,000.00	4.0%
Total Public Works Department	76,733.01	347,600.00	22.1%
Services			
5802 Appraisal District	6,183.20	11,500.00	53.8%
5804 Attorney Fees	17,211.61	72,000.00	23.9%
5806 Audit	13,500.00	13,500.00	100.0%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	724.81	1,200.00	60.4%
5814 Engineering	21,219.80	135,000.00	15.7%
5816 General Insurance	34,680.24	35,400.00	98.0%
5818 Inspections	62,454.00	42,000.00	148.7%
5820 Fire Service	460,224.75	615,000.00	74.8%
5822 Legal Notices/Advertising	885.30	2,500.00	35.4%
5824 Library Services	226.50	1,000.00	22.7%
5826 Municipal Judge	6,120.00	12,700.00	48.2%
5828 Printing	431.39	1,800.00	24.0%
5830 Tax Collection	2,471.00	3,500.00	70.6%
5832 Computer Technical Support	36,750.00	36,700.00	100.1%
5838 DCCAC	-1,597.07	2,792.00	-57.2%
5840 Denton County Dispatch	0.00	29,387.00	0.0%
5844 Helping Hands	0.00	300.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 49.98%
 October 2019 through March 2020

	Oct '19 - Mar 20	Budget	% of Budget
5846 Span Transit Services	0.00	0.00	0.0%
5848 DCFOF	0.00	200.00	0.0%
Total Services	661,485.53	1,018,479.00	64.9%
Special Events			
6004 Fourth of July Celebration	0.00	7,000.00	0.0%
6008 Tree Lighting	5,221.39	6,000.00	87.0%
Total Special Events	5,221.39	13,000.00	40.2%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	19,590.70	130,000.00	15.1%
5904 Electric	12,051.63	25,000.00	48.2%
5906 Gas	936.04	2,000.00	46.8%
5908 Street Lighting	18,558.86	30,000.00	61.9%
5910 Telephone	19,306.71	24,000.00	80.4%
5912 Water	4,240.40	12,500.00	33.9%
Total Utilities & Maintenance	74,684.34	223,500.00	33.4%
Total Expense	2,549,807.49	6,113,893.00	41.7%
Net Ordinary Income	1,522,254.83	0.00	100.0%
Net Income	1,522,254.83	0.00	100.0%

Town of Hickory Creek
Expenditures over \$1,000.00
 March 2020

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5012 Streets & Road Improvement				
Check	03/05/2020	3969	GRod Construction, LLC.	34,651.25
Total 5012 Streets & Road Improvement				34,651.25
5022 Parks and Rec Improvements				
Bill	03/09/2020	Invoi...	Dunaway	10,287.50
Total 5022 Parks and Rec Improvements				10,287.50
5024 Public Safety Improvements				
Check	03/05/2020	3970	L.C.M.U.A.	105,027.17
Total 5024 Public Safety Improvements				105,027.17
5028 Turbeville/Point Vista				
Bill	03/17/2020	Invoi...	Halff Associates, Inc.	11,451.22
Total 5028 Turbeville/Point Vista				11,451.22
Total Capital Outlay				161,417.14
Municipal Court				
5332 Warrants Collected				
Bill	03/09/2020	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	1,356.33
Bill	03/09/2020	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	3,338.79
Total 5332 Warrants Collected				4,695.12
Total Municipal Court				4,695.12
Police Department				
5602 Auto Gas & Oil				
Check	03/27/2020	Debit	WEX INC DESFLEET DEBI	1,534.01
Total 5602 Auto Gas & Oil				1,534.01
5606 Auto Maintenance & Repair				
Bill	03/16/2020	R.O....	Christian Brothers Automotive	1,177.19
Bill	03/17/2020	Invoi...	Discount Tire	1,200.00
Total 5606 Auto Maintenance & Repair				2,377.19
Total Police Department				3,911.20
Services				
5802 Appraisal District				
Bill	03/09/2020	Invoi...	DCAD	3,091.60
Total 5802 Appraisal District				3,091.60
5804 Attorney Fees				
Bill	03/10/2020	Acct...	Hayes, Berry, White & Vanzant	2,649.49
Bill	03/10/2020	Act ...	Hayes, Berry, White & Vanzant	6,004.02

Town of Hickory Creek
Expenditures over \$1,000.00
 March 2020

Type	Date	Num	Name	Amount
			Total 5804 Attorney Fees	8,653.51
			5814 Engineering	
Bill	03/17/2020	Invoi...	Halff Associates, Inc.	3,684.45
			Total 5814 Engineering	3,684.45
			5818 Inspections	
Bill	03/09/2020	Invoi...	Vaughn Inspections Plus, LLC	21,975.00
			Total 5818 Inspections	21,975.00
			5820 Fire Service	
Check	03/17/2020	3972	City of Corinth	153,408.25
			Total 5820 Fire Service	153,408.25
			5838 DCCAC	
Check	03/20/2020	3974	C.A.C.D.C.	2,792.00
			Total 5838 DCCAC	2,792.00
			Total Services	193,604.81
			Utilities & Maintenance	
			5904 Electric	
Check	03/18/2020	Debit	HUDSON ENERGY SE DESDEBITDEBIT	1,800.85
			Total 5904 Electric	1,800.85
			5908 Street Lighting	
Check	03/18/2020	Debit	HUDSON ENERGY SE DESDEBITDEBIT	2,986.24
			Total 5908 Street Lighting	2,986.24
			5910 Telephone	
Check	03/19/2020	Debit	CenturyLink DESPayment	1,652.40
			Total 5910 Telephone	1,652.40
			Total Utilities & Maintenance	6,439.49
			Total Expense	370,067.76
			Net Ordinary Income	-370,067.76
			Net Income	-370,067.76



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: 03/01/2020 - 03/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.4261%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 3/31/20 WAS 0.999156.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,532.23
03/31/2020	MONTHLY POSTING	9999888	11.55	9,543.78
	ENDING BALANCE			9,543.78

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,532.23
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	11.55
ENDING BALANCE	9,543.78
AVERAGE BALANCE	9,532.60

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	39.39





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: 03/01/2020 - 03/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.4261%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 3/31/20 WAS 0.999156.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			3,323.52
03/31/2020	MONTHLY POSTING	9999888	4.03	3,327.55
	ENDING BALANCE			3,327.55

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	3,323.52
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	4.03
ENDING BALANCE	3,327.55
AVERAGE BALANCE	3,323.65

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	13.70





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: 03/01/2020 - 03/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.4261%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 3/31/20 WAS 0.999156.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			5,552,877.96
03/02/2020	WIRE WITHDRAWAL	6115175	175,000.00 -	5,377,877.96
03/30/2020	WIRE WITHDRAWAL	6115948	150,000.00 -	5,227,877.96
03/31/2020	MONTHLY POSTING	9999888	6,511.20	5,234,389.16
	ENDING BALANCE			5,234,389.16

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	5,552,877.96
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	325,000.00
TOTAL INTEREST	6,511.20
ENDING BALANCE	5,234,389.16
AVERAGE BALANCE	5,374,055.74

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	1,200,000.00	520,388.77	21,016.87





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: 03/01/2020 - 03/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.4261%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 3/31/20 WAS 0.999156.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			163,188.34
03/31/2020	MONTHLY POSTING	9999888	197.62	163,385.96
	ENDING BALANCE			163,385.96

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	163,188.34
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	197.62
ENDING BALANCE	163,385.96
AVERAGE BALANCE	163,194.71

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
RESIDENTIAL STREET & RD IMPROV	0.00	0.00	674.15

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





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276002

ACCOUNT NAME: TURBEVILLE RD IMPROVEMENT FUND

STATEMENT PERIOD: 03/01/2020 - 03/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.4261%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 35 DAYS AND THE NET ASSET VALUE FOR 3/31/20 WAS 0.999156.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			213,833.56
03/31/2020	MONTHLY POSTING	9999888	258.97	214,092.53
	ENDING BALANCE			214,092.53

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	213,833.56
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	258.97
ENDING BALANCE	214,092.53
AVERAGE BALANCE	213,841.91

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	883.38

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



Item Attachment Documents:

5. Consider and act on a resolution designating RaceTrac as the 2019 Business of the Year.

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2020-0427-1**

A RESOLUTION DESIGNATING THE BUSINESS OF THE YEAR AWARD

WHEREAS, existing businesses contribute significantly to the local quality of life through corporate and employee community service; and

WHEREAS, existing businesses support community charitable, social, civic, and cultural organization with no recognition expected; and

WHEREAS, existing businesses provide the foundation for a strong, diversified economic base;

WHEREAS, the efforts and contributions of these professionals to the town's progress are significant;

WHEREAS, since 1963, the Town of Hickory Creek has flourished due to the dedicated efforts of its many businesses, loyal citizens and their families, who have unselfishly given their personal time and other material goods in order that Hickory Creek becomes a better place to live;

WHEREAS, RaceTrac has supported activities in our community; and because of their continued contributions to our community, the town council would like to designate a business to receive the distinguished honor of being formally recognized as **BUSINESS OF THE YEAR FOR 2019**.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF HICKORY CREEK THAT THE BUSINESS OF THE YEAR AWARD BE GIVEN TO RACETRAC.

PASSED AND APPROVED by the Hickory Creek Town Council this 27th day of April, 2020.

APPROVED:

Lynn C. Clark., Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

Item Attachment Documents:

6. Consider and act on a resolution designating Lisa Rowell as the 2019 Citizen of the Year.

**TOWN OF HICKOYR CREEK
RESOLUTION NO. 2020-0427-2**

A RESOLUTION DESIGNATING THE CITIZEN OF THE YEAR AWARD

WHEREAS, the Town of Hickory Creek was duly incorporated in 1963; and was organized by a group of volunteer citizens;

WHEREAS, since 1963, the Town of Hickory Creek has flourished due to the dedicated efforts of its many loyal citizens and families, who have unselfishly given their personal time and other material goods in order that Hickory Creek becomes a better place to live;

WHEREAS, because of the continued dedication and efforts of our citizens to improve the Town of Hickory Creek, the town council would like to designate a citizen to receive the distinguished honor of being formally recognized as **CITIZEN OF THE YEAR FOR 2019**.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF HICKORY CREEK THAT THE CITIZEN OF THE YEAR AWARD BE GIVEN TO LISA ROWELL.

PASSED AND APPROVED by the Hickory Creek Town Council this 27th day of April, 2020.

APPROVED:

Lynn C. Clark., Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

Item Attachment Documents:

7. Consider and act on a resolution designating Antonio Banyaga and Logan Pickard as the 2019 Scholars of the Year.

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2020-0427-3**

A RESOLUTION DESIGNATING THE SCHOLARS OF THE YEAR AWARD

WHEREAS, the Town of Hickory Creek recognizes the contribution of our youth to our community and the important role they serve in our society; and

WHEREAS, education is a never ending process, and those individuals who are the most content are those who continue to develop their intellectual capacities, grow with the time in which they live, and work to achieve their highest potential; and

WHEREAS, the accomplishments and achievements of our youth deserve recognition and praise; and

WHEREAS, these students distinguish themselves not only as outstanding students and leaders but as an outstanding example to the youth of our community; and

WHEREAS, because of the continued dedication and efforts of our citizens and their families, the town council does hereby desire to formally recognize two high school students who have shown excellence in areas of academics and leadership to receive the distinguished honor of being formally recognized as **SCHOLARS OF THE YEAR FOR 2019**.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF HICKORY CREEK THAT THE SCHOLARS OF THE YEAR AWARD BE GIVEN TO ANTONIO BANYAGA AND LOGAN PICKARD.

PASSED AND APPROVED by the Hickory Creek Town Council this 27th day of April, 2020.

APPROVED:

Lynn C. Clark, Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

Item Attachment Documents:

8. Consider and act on a resolution designating Brandon Engle as the 2019 Sportsman of the Year.

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2020-0427-4**

A RESOLUTION DESIGNATING THE SPORTSMAN OF THE YEAR AWARD

WHEREAS, we realize that participation in organized athletics helps build character and teaches a wholesome sense of good sportsmanship among our youth; and

WHEREAS, to really excel in any one sport, a young person must demonstrate, in addition to a great deal of natural ability, an outstanding spirit of dedication, enthusiasm, hard work; and

WHEREAS, the Town of Hickory Creek urges our community to reward kids who believe in themselves, each other and the future;

WHEREAS, because of the continued dedication and efforts of our citizens and their families, the town council does hereby desire to formally recognize a high school student who has shown exceptional sportsmanship during the year to receive the distinguished honor of being formally recognized as **SPORTSMAN OF THE YEAR FOR 2019**.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF HICKORY CREEK THAT THE SPORTSMAN OF THE YEAR AWARD BE GIVEN TO BRANDON ENGLE.

PASSED AND APPROVED by the Hickory Creek Town Council this 27th day of April, 2020.

APPROVED:

Lynn C. Clark, Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

Item Attachment Documents:

9. Consider and act on a resolution designating Josephine Elliott as the 2019 Sportswoman of the Year.

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2020-0427-5**

A RESOLUTION DESIGNATING THE SPORTSWOMAN OF THE YEAR AWARD

WHEREAS, we realize that participation in organized athletics helps build character and teaches a wholesome sense of good sportsmanship among our youth; and

WHEREAS, to really excel in any one sport, a young person must demonstrate, in addition to a great deal of natural ability, an outstanding spirit of dedication, enthusiasm, hard work; and

WHEREAS, the Town of Hickory Creek urges our community to reward kids who believe in themselves, each other and the future;

WHEREAS, because of the continued dedication and efforts of our citizens and their families, the town council does hereby desire to formally recognize a high school athlete who has shown exceptional sportsmanship during the year to receive the distinguished honor of being formally recognized as **SPORTSWOMAN OF THE YEAR FOR 2019**.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF HICKORY CREEK THAT THE SPORTSWOMAN OF THE YEAR AWARD BE GIVEN TO JOSEPHINE ELLIOTT.

PASSED AND APPROVED by the Hickory Creek Town Council this 27th day of April, 2020.

APPROVED:

Lynn C. Clark, Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

Item Attachment Documents:

11. Consider and act on a final plat of Lake Dallas RV Park, Lot 1, Block 1; being 2.687 acres of land out of the L. Cobb Survey, Abstract No. 284, Town of Hickory Creek ETJ, Denton County, Texas. The property is located in the 660 block of Main Street.



April 16, 2020
AVO 37638.200

Ms. Chris Chaudoir
Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, TX 75065

**RE: Lake Dallas RV Park (formerly Hickory Creek Estates) – Final Plat
3rd Review**

Dear Ms. Chaudoir:

The Town of Hickory Creek received a Final Plat application for the Lake Dallas RV Park on February 10, 2020. A revised application was sent March 18, 2020. A third submittal was received April 7, 2020. The surveyor is Arthur Land Surveying. The engineer is Ridinger Associates, Inc. The owner is BSS Family Properties, LLC. There are comments shown in the letter below:

Half recommends approval of the Final Plat, contingent upon addressing the following comment.

Final Plat

1. Please add a statement, that is satisfactory to the Town, that clearly defines who is responsible for future maintenance within public access easements. Our suggestion would be a statement similar to the following, though we suggest the Town Attorney approve the statement to be included on the Final Plat before Town Council approval.

“Within limits of public easements, owner shall be responsible for maintenance of pavement, drainage and other improvements.”

Also, we continue to note Lot 1 is a “Flag Lot” located behind existing Tract 1. Flag lots are generally not ideal because of the narrow width of the lot from the public street back to the lot. This narrow width with a flag lot has the following problems:

- a. Makes it difficult for emergency vehicles.
- b. Requires a long driveway.
- c. Creates a secluded area behind the front lot.
- d. Rear lot has no control over what is developed on the front lot.



Ms. Chris Chaudoir
Town of Hickory Creek
April 16, 2020
Page 2

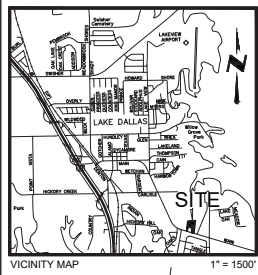
Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Lee Williams". The signature is fluid and cursive, with a large initial "L" and "W".

Lee Williams, PE
Project Manager

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



LEGEND:
 I.P.F. - IRON PIPE FOUND
 VOL. - VOLUME
 PGS. - PAGE
 I.R.S. - 1/2" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "ARTHUR SURVEYING COMPANY"
 I.R.F. - IRON ROD FOUND
 F.C.P. - FENCE CORNER POST
 F.N.D. - FOUND
 C.M. - CONTROLLING MONUMENT
 P.R.D.C.T. - PLAT RECORDS, DENTON COUNTY, TEXAS
 R.P.R.D.C.T. - REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS

United States Army
 Corps of Engineers
 Volume 411, Page 194
 D.R.D.C.T.
 "Lake Lewisville"

(N89°59'16"E=133.14' per Deed V. 4383, P. 37)
 (N83°10'55"E=193.33')

Jeff Knight
 Volume 5147, Page 2627
 R.P.R.D.C.T.

BSS Family Properties, LLC
 Document No. 2020-11109
 Document No. 2020-15921
 R.P.R.D.C.T.

LOT 1, BLOCK 1
 117,042 SQ.FT.
 2.687 ACRES
 MIN. FFE=539.00'

called "Tract 2"
 Michael S. Haynes
 Volume 4861, Page 1970
 R.P.R.D.C.T.

Betty Kelp
 Volume 2286, Page 46
 R.P.R.D.C.T.

Ronald Ward and
 Erika Ward
 Doc. No. 2019-103492
 R.P.R.D.C.T.

Stew Partners, Ltd.
 Volume 5413, Page 5434
 R.P.R.D.C.T.

Ronald Ward and
 Erika Ward
 Doc. No. 2019-103494
 R.P.R.D.C.T.

Kerry Noland and wife,
 Lanita Noland
 Document No. 2016-102975
 R.P.R.D.C.T.

remainder of called "TRACT 1"
 Charles Marcotte and Kristie
 Marcotte
 Volume 4383, Page 37
 Doc. No. 2020-11110
 R.P.R.D.C.T.

Lymkatc, LLC
 Document No. 2011-19115
 R.P.R.D.C.T.

SURVEYOR'S NOTES:

- Bearings and distances are based on Texas State Plane Coordinate System, Texas North Central Zone (2002 North American Datum of 1983 (NAD 83) U.S. Foot).
- This property lies within Zone "X" (Non Flood Hazard Area) and Zone "AE" (100 YR Flood Hazard Area) of the Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, map no. 480774 0533, dated April 18, 2011, via scaled map location and graphic plotting and by physical location of the 537' contour line as per topographic study of the site.
- Notice: Selling a portion of this addition by metes and bounds is a violation of City subdivision ordinance and state planning statutes and is subject to fines and withholding of utilities and building certificates.
- The purpose of this plat is to create 1 recorded lot from a previously unrecorded tract of land and to dedicate easements for development.
- Within limits of Utility easements (public water/sanitary sewer), owner shall be responsible for replacement of parking/road removal, as necessary, by LCMUA for maintenance or replacement of public water/sanitary sewer facilities.
- Owner agrees that it shall be solely responsible for replacing, repairing, maintaining, and removal of any improvements within all fire lane, drainage, public access, or utility easements described herein. Owner agrees that the Town of Hickory Creek is not responsible for replacing, repairing, or maintaining any improvements in, under, or over any easements located on the property described herein.

Curve Data Table

Curve #	Asc	Radius	Delta	Chord Bearing	Chord
C1	15.00'	30.00'	029°27'30"	N04°07'00"E	15.00'
C2	34.00'	68.00'	029°27'30"	N04°07'00"E	34.00'
C3	86.00'	172.00'	059°55'00"	S22°59'00"E	86.74'
C4	49.22'	98.44'	049°02'48"	N33°59'00"W	49.89'
C5	37.74'	75.48'	049°02'48"	N33°59'00"W	38.61'
C6	46.07'	92.14'	089°05'36"	N05°01'00"E	46.88'
C7	34.00'	68.00'	089°05'36"	N05°01'00"E	34.37'
C8	34.00'	68.00'	059°55'00"	S22°59'00"E	34.00'
C9	42.71'	85.42'	059°55'00"	N42°59'00"E	42.82'
C10	31.77'	63.54'	040°54'30"	N31°56'43"W	32.72'
C11	61.79'	123.58'	099°07'00"	S22°59'00"E	62.57'
C12	34.00'	68.00'	190°00'00"	N19°00'00"E	34.00'
C13	34.00'	68.00'	190°00'00"	S19°00'00"W	34.00'
C14	58.87'	117.74'	144°48'00"	S17°30'00"E	59.40'

LCMUA SIGNATURE BLOCK

On the _____ day of _____, 20____, all permanent Lake Cities Municipal Utility Authority (LCMUA) easements delineated on this plat were approved and accepted by LCMUA.

Signed: _____ (Name)

General Manager, LCMUA

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

Approved for Preparation of Final Plat
 Mayor, Town of Hickory Creek, Texas Date

The undersigned, the town secretary of Town of Hickory Creek, Texas, hereby certifies that the foregoing final plat of the _____ subdivision or addition to the Town of Hickory Creek was submitted to the town council on the _____ of _____, 19____, and the council, by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public places, and water and sewer lines, as shown and set forth in and upon said plat, and said council further authorized the Mayor to seek the acceptance thereof by signing his/her name as hereinabove subscribed.

Witness my hand this _____ day of _____ A.D. 20____

Town Secretary
 Town of Hickory Creek, Texas

OWNER/DEVELOPER
 BSS FAMILY PROPERTIES, LLC
 1536 LANTIER HILL
 FRISCO, TX 75033



2018 IBSI P. 2181 1-24-18-18 TX 1807
 PL 214-2141-1814 - 15000 000000
 arthursurveying.com - Established 1986
 DATE: 02/05/2020 CHECKED BY: TM JOB NO: W8911 3877.06

STATE OF TEXAS §
COUNTY OF DENTON §

Owner's Certificate and Acknowledgment

WHEREAS BSS Family Properties, LLC is the owner of a 2.687 acre tract of land situated in the L. Cobb Survey, Abstract No. 284, in Denton County, Texas, and being that same tract of land conveyed to said BSS Family Properties, LLC tract by deed as recorded in Document No. 2020-11109, and as corrected in Document No. 2020-15921, of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being more particularly described by metes and bounds as follows: (Bearings and distances are based on Texas State Plane Coordinate System, Texas North Central Zone 4202 North American Datum of 1983 (NAD 83) (U.S. Foot):

BEGINNING at an "X" found in concrete for the southeast corner of the herein described tract, same being the southeast corner of said BSS Family Properties, LLC tract, same being the southwest corner of that certain tract of land described by deed to Ronald J. Ward and Lanita K. Ward, as recorded in Document Number 2019-130721, R.P.R.D.C.T., and lying on the northerly right-of-way line of Main Street (60 foot right-of-way);

THENCE North 72 degrees 47 minutes 09 seconds West (Basis of bearings per Deed V. 4183, P. 37), with the northerly line of said Main Street, a distance of 100.02 feet to a 1/2 inch capped iron rod stamped "ARTHUR SURVEYING COMPANY" set for corner;

THENCE North 17 degrees 12 minutes 51 Seconds East, a distance of 85.61 feet to a 1/2 inch capped iron rod stamped "ARTHUR SURVEYING COMPANY" set for corner;

THENCE North 07 degrees 53 minutes 00 seconds West, a distance of 159.89 feet to a fence corner post found for corner;

THENCE North 86 degrees 59 minutes 12 seconds West, generally along or near a fence line, a distance of 172.13 feet to a 1/2 inch capped iron rod stamped "ARTHUR SURVEYING COMPANY" set for corner;

THENCE South 16 degrees 14 minutes 29 seconds West, departing said fence line, a distance of 64.52 feet to a 1/2 inch capped iron rod stamped "ARTHUR SURVEYING COMPANY" set for corner;

THENCE South 07 degrees 23 minutes 29 seconds West, a distance of 125.50 feet to a 1/2 inch capped iron rod stamped "ARTHUR SURVEYING COMPANY" set for corner lying on the North right-of-way line of said Main Street;

THENCE North 72 degrees 47 minutes 09 seconds West, with the North right-of-way line of said Main Street, a distance of 125.50 feet to a 6-inch wood fence corner post found for the common south corner of said BSS Family Properties, LLC tract and that certain tract of land described by deed to BSS Family Properties, LLC, as recorded in Document Number 2020-17842, R.P.R.D.C.T.;

THENCE North 07 degrees 23 minutes 29 seconds East, departing the North line of said Main Street, with the east line of said BSS Family Properties, LLC tract (2020-17842), a distance of 437.13 feet to an 8 inch wood fence corner post found for the Northwest corner of said BSS Family Properties, LLC tract (2020-11109), same being the Northeast corner of said BSS Family Properties, LLC tract (2020-17842), and lying on the south line of that certain tract of land described by deed to the United States of America Corp of Engineers, as recorded in Volume 411, Page 194 of the Deed Records of Denton County, Texas (being commonly known as "Lake Lewisville");

THENCE North 83 degrees 10 minutes 55 seconds East, with a south line of said Lake Lewisville tract, a distance of 193.33 feet to a Corps of Engineers monument found for corner, same being the southwest corner of that certain tract of land described by deed to Jeff Knight, as recorded in Volume 5147, Page 2627, R.P.R.D.C.T.;

THENCE North 89 degrees 18 minutes 44 seconds East, with the south line of said Knight tract, a distance of 132.89 feet to a 3/8 inch iron rod found for corner, same being the northwest corner of that certain called "Tract 2" of that same tract of land described by deed to Michael S. Haynes, as recorded in Volume 4861, Page 1970, R.P.R.D.C.T.;

THENCE South 07 degrees 01 minutes 12 seconds West, with the west line of said Hayes Tract 2, passing at a distance of 121.00 feet a 3 inch fence corner post found for the northwest corner of a tract of land conveyed to Ronald Ward and Erika Ward, by deed recorded in Document Number 2019-103492, R.P.R.D.C.T., continuing on said course passing at a distance of 240.60 feet a 3/8 inch iron rod found for the northwest corner of a tract of land conveyed to Ronald Ward and Erika Ward, by deed recorded in Document Number 2019-103494, R.P.R.D.C.T., continuing on said course passing at a distance of 300.41 feet a 1/2 inch iron rod found for the northwest corner of said Ward tract (Document No. 2019-130721), and continuing on said course for a total distance of 559.14 feet to the POINT OF BEGINNING and containing 117,042 square feet or 2.687 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS
 THAT BSS Family Properties, LLC do hereby adopt this plat designating the herein described property as Lot 1, Block 1, Lake Dallas RV Park, in Addition to Denton County, Texas, and does hereby dedicate to the public use forever the streets and easements shown hereon.

BSS FAMILY PROPERTIES, LLC

By: _____
 Authorized Representative

STATE OF TEXAS §
 COUNTY OF DENTON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 COUNTY OF DENTON §

This is to certify that I, Thomas W. Mank, a Registered Professional Land Surveyor of the State of Texas, have planned the subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

PRELIMINARY
 THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT DATED 02/05/2020

Thomas W. Mank, R.P.S., S.
 No. 5119

STATE OF TEXAS §
 COUNTY OF DENTON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Thomas W. Mank, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of Texas

FOR DENTON COUNTY USE ONLY

Case No. _____

FINAL PLAT

Lot 1, Block 1

LAKE DALLAS RV PARK

2.687 Acres of land out of the L. Cobb Survey, Abstract No. 284 Town of Hickory Creek ETJ Denton County, Texas

FOR DENTON COUNTY USE ONLY

Item Attachment Documents:

12. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement services by and between the Town of Hickory Creek, Texas and Watertoyz, LLC; and providing an effective date.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0427-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND WATERTOYZ, LLC; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Agreement by and between the Town of Hickory Creek, Texas and WaterToyz, LLC (hereinafter the "Agreement") for the use of the Town’s public property to access Lake Lewisville and certain economic development matters, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 27th day of April, 2020

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

AGREEMENT TO AMEND AND EXTEND

THIS AGREEMENT TO AMEND AND EXTEND is by and between the Town of Hickory Creek (“Town”) and Watertoyz, LLC (“Watertoyz”) (collectively the “Parties”), to extend the Original Agreement, as defined below.

WITNESSETH

WHEREAS, the Town is a Type A general law municipality, duly incorporated under the laws and Constitution of the State of Texas; and

WHEREAS, the Town entered into an original agreement (the “Original Agreement”) with Watertoyz on May 21, 2019;

WHEREAS, the Parties now desire to extend the term of the Original Agreement through May 21, 2021.

I.

NOW, THEREFORE, IN CONSIDERATION of the foregoing, and for other good and valuable consideration described herein, the Parties agree that:

1. The Parties desire to extend the Original Agreement through May 21, 2021, a copy of which is attached hereto as Exhibit A and incorporated herein for all purposes.
2. All other provisions of the Agreement are hereby ratified.

IN WITNESS WHEREOF, the Parties enter into this Agreement on the 27th day of April, 2020.

Watertoyz, LLC

Gabriel G. Angeri, Managing Member

TOWN OF HICKORY CREEK

Lynn C. Clark, Mayor

EXHIBIT A

AGREEMENT

THIS AGREEMENT is made and entered into this the 21st day of May, 2019, by and between the **Town of Hickory Creek**, a Texas Type-A municipality (the “Town”) and **WaterToyz LLC**, a Texas limited liability company operating with EIN #82-5039899 (“Operator;” and collectively the “Parties”).

WITNESSETH:

WHEREAS, Operator seeks to utilize certain parkland within the Town, which is under the control and supervision of the Town (the “Property”);

WHEREAS, the Town desires to enter into an Agreement with Operator in the interest of promoting local business and economic development for the community at large to enjoy the use of the Town’s public property and access to Lake Lewisville;

WHEREAS, this Agreement is for the commercial operations of Operator’s delivery of rental watercrafts only to clients with prior paid reservations;

WHEREAS, no other business operations, transactions or solicitation of business is allowed;

WHEREAS, the Town may revoke this permit without notice to Operator in the event Operator violates any provision of this Agreement.

I.

NOW, THEREFORE, IN CONSIDERATION of the foregoing, and for other good and valuable consideration described herein, the Parties agree that Operator shall:

- 1.1 Obtain a permit related to the commercial use of boat ramps and payment of any applicable fees.
- 1.2 Provide the Town with proof of adequate commercial liability insurance coverage with a minimum of \$1 million liability coverage.
- 1.3 Provide business name, Federal Tax Identification Number, State Tax Identification Number, business address, and business phone numbers to the Town. Any changes to this information must be provided to the Town within 5 business days.
- 1.4 Provide 24-hour emergency contact information to the Town.
- 1.5 Conduct operations in Point Vista Park or alternatively in Arrowhead Park only in case where water level is high in Lake Lewisville or Point Vista Park is not accessible for use, unless prior written permission has been obtained from the Town. Any request for alternate locations must be submitted to the Town Administrator, or his designee, in writing, a minimum of 5 business days prior to the date requested.

- 1.6 Conduct operations during posted park hours only. There shall be no overnight storage of vehicles or equipment in the park, on its grounds, or on adjacent waters.
- 1.7 Launch all commercially owned equipment in an expedient manner and clear boat launch ramp for public use.
- 1.8 Dry dock all rental equipment at bank. There shall be no staging at courtesy dock before rental client's arrival.
- 1.9 Tie to courtesy dock for no more than **fifteen (15)** minutes to load client's personal supplies.
- 1.10 Communicate any and all operations instructions to clients while dry docked or during the initial rental transaction as to not tie up the courtesy dock for an extended period of time.
- 1.11 Not set up business operations in the park or on its grounds, other than the storage and delivery of rental equipment described above.
- 1.12 Not allow more than one piece of rental equipment to be tied to courtesy dock at any given time thereby allowing public access.
- 1.13 Not park vehicles and trailers in "no parking" areas blocking roadway or creating other hazards.
- 1.14 Register all tow vehicles and trailers with the Town and display a valid annual Park Pass. Unattached trailers shall be allowed with a valid annual Parking Pass, issued by the Town, provided such vehicles are stored in the designated area. Fees for all Passes shall be those established for normal use by the Town Council.
- 1.15 Park all commercial vehicles or equipment at the farthest northwest end of the parking lot as directed by the Town.
- 1.16 Comply with all provisions of the Town of Hickory Creek's Code of Ordinances.

II. Term

This Agreement shall commence on the date executed by each of the parties hereto and shall terminate one (1) year from the date of approval. Any additional term(s) shall be at the sole discretion of the Town Council.

III. Governmental Immunity

3.1 If Operator violates any of the above-referenced obligations, the Town may, upon providing written notice thereof and reasonable time to resolve any breach, revoke the permit granted herein without further notice.

3.2 The Town is a political subdivision of the state and enjoys governmental immunity. By entering into this Agreement, Town does not consent to suit, or waive its governmental immunity or the limitations as to damages under the Texas Tort Claims Act.

**IV.
General Provisions**

4.1 **Amendments.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

4.2 **Choice of Law and Venue.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Denton County, Texas, United States of America.

4.3 **Authority to enter into Agreement.** Each party represents that it has the full power and authority to enter into and perform this Agreement. The person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of Operator represents that he or she is authorized to sign on behalf of Operator and Agrees to provide proof of such authorized to the Town upon request.

4.4 **Agreement read.** The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

4.5 **Notice.** All notices and documents required herein shall be sent and provided to the Parties at the contact information listed below.

OPERATOR: 388 Crockett Dr.
Lewisville, Texas 75057
Attn.: Gabriel G. Angeli
214-923-0710 (cell)
watertoyztx@gmail.com

TOWN: Office of the Town Manager
Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

With copies to: Dorwin Sargent, III, Town
Attorney Hayes, Berry, White &
Vanzant, LLP 512 W. Hickory,
Suite 100
Denton, Texas 76201
855.812.4757 (Facsimile)

All notices and documents shall be deemed received when mailed with sufficient postage and deposited in a regular mailbox of the United States Post Office. The Parties may change addresses upon thirty (30) days' written notice sent certified mail, return receipt requested.

IN WITNESS, WHEREOF, the Parties enter into this Agreement on the 23rd day of May, 2019.

WATERTOYZ LLC

By: [Signature]
Gabriel G. Angeli, Managing Member

THE STATE OF TEXAS §

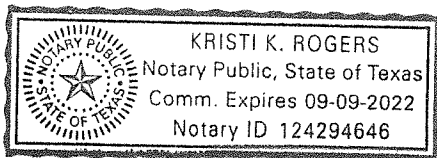
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COUNTY OF DENTON §

Before me, a Notary Public in and for the State of Texas, on this day, personally appeared Gabriel G. Angeli, proved to me through his Texas Driver License #0658979 to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity so stated, and has express authority to do so.

Given under my hand and seal of office this 23rd day of May, 2019.

[Signature]
Notary Public, State of Texas



TOWN OF HICKORY CREEK, TEXAS

[Signature]
By: Lynn C. Clark, Mayor
Town of Hickory Creek

THE STATE OF TEXAS §

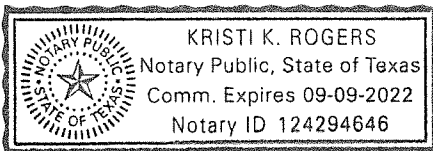
§

COUNTY OF DENTON §

Before me, a Notary Public in and for the State of Texas, on this day, personally appeared Lynn C. Clark, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23rd day of May, 2019.

[Signature]
Notary Public, State of Texas



Watertoyz LLC

388 Crockett St., Lewisville, TX 75057
214-923-0710 § watertoyztx@gmail.com

March 31, 2020

Town of Hickory Creek Council
Hickory Creek, Texas

Dear Council Member:

Please accept this letter of application to renew our permit to operate our boat rental business in the Town of Hickory Creek.

In the past we have operated our business at area parks by providing hundreds of people with an opportunity to enjoy outings in Lake Lewisville. Our business is successful because of the extensive need in our community for outdoor activities at a reasonable price and under safe conditions. We at Watertoyz operate our business in a safe and proper manner, respectful of all fellow boaters and with a tradition of fellowship and mutual support of all park users.

Our vision is to convert the lake from a passive landmark limited for use by only people that are willing to make a substantial investment and time dedication of owning a boat and committing to all the obligations that come with it, and to provide opportunities for people of all ages and limited budgets to join in the fun at the Lake, whether swimming, waterskiing, jet skiing, fishing or simply cruising around the Lake.

In light of this opportunity, we are requesting that the Council renews our permit to operate our business during the year 2020. We look forward to another successful year of providing our services in Hickory Creek and count with your support to provide our community with this outdoor opportunity to enjoy boating in Lake Lewisville/Lake Dallas.

Please let us know any concerns that you may have. We much appreciate your consideration and look forward to a productive relationship with the Town of Hickory Creek for years to come.

Sincerely,

Gabriel G. Angeli

Attach.: Draft of 2020 Agreement between Town of Hickory Creek and Watertoyz LLC

Item Attachment Documents:

13. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, nominating one candidate to a slate of nominees for the board of managers of the Denco Area 9-1-1 District.



Denco Area 9-1-1 District

1075 Princeton Street ▪ Lewisville, TX 75067

Phone: 972-221-0911 ▪ Fax: 972-420-0709 ▪ Denco.ORG

TO: Denco Area 9-1-1 District Participating Municipal Jurisdictions

FROM: Gregory S. Ballentine, Executive Director

DATE: March 31, 2020

RE: Nomination for the Denco Area 9-1-1 District Board of Managers

Chapter 772, Texas Health and Safety Code, provides for the Denco Area 9-1-1 District Board of Managers to have “two members appointed jointly by all the participating municipalities located in whole or part of the district.” The enclosed resolution describes the appointment process of a municipal representative.

Each year on September 30th, the term of one of the two members appointed by participating municipalities expires. This year it is the term of Jim Carter. Members are eligible for consecutive terms and Mr. Carter has expressed his desire to serve another term.

Denco requests the following actions by the governing bodies of each of the 32 municipalities in the district:

- 1. Immediate Action (Nominate):** If your city/town would like to nominate a candidate to represent the municipalities on the Denco Board of Managers, please send a letter of nomination, by way of council action, and résumé of the candidate to the Denco Area 9-1-1 District office. Nominees are historically current or formal elected officials in the district; however, there are no official prerequisites. **For a nomination to be considered, written notification of council action must reach the Denco Area 9-1-1 District by 5:00 p.m. May 31, 2020.** No nominations shall be considered after that time.
- 2. Future Action (Vote):** On June 1, 2020, Denco staff will send the slate of nominees to each city/town for consideration, requesting the city/town council vote by resolution for one of the nominees. **Written notice of the council’s selection must reach the Denco Area 9-1-1 District by 5:00 p.m. on July 31, 2020.** No votes will be accepted after that time. However, if a nominating municipality does not thereafter formally vote, its nomination will automatically count as a vote for its nominee.
- 3. Process Closure (Results):** The candidate with the most votes will be the municipalities’ representative to the Denco Area 9-1-1 District Board of Managers for the two-year term beginning October 1, 2020.

Please send a copy of your council’s official action and candidate résumé to the Denco Area 9-1-1 District, **1075 Princeton Street, Lewisville, TX 75067** or to Melinda Camp at melinda.camp@denco.org. Denco staff will acknowledge receipt and sufficiency of the submitted documents. **If that acknowledgement is not received within one (1) business day, or you have any other questions, please contact Ms. Camp at 972-221-0911.** As a courtesy, Denco will provide notification of your council’s action to the nominee.

A sample nomination resolution has been enclosed for your convenience. Thank you for your support of the Denco Area 9-1-1 District.

Enclosures

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0427-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF HICKORY CREEK, TEXAS, NOMINATING ONE
CANDIDATE TO A SLATE OF NOMINEES FOR THE
BOARD OF MANAGERS OF THE DENCO AREA 9-1-1
DISTRICT.**

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District;

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

Section 1

The Town of Hickory Creek hereby **NOMINATES** Jim Carter as candidate for appointment to the Board of Managers for the Denco Area 9-1-1 District.

Section 2

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

PASSED AND APPROVED this the 27th day of April, 2020

Lynn C. Clark, Mayor
Town of Hickory Creek

ATTEST:

APPROVED AS TO FORM:

Kristi K. Rogers, Tow Secretary
Town of Hickory Creek

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

JIM CARTER

6101 Long Prairie Road
Ste 744-110
Flower Mound, Texas 75028

(817) 239-7791
jim.carter1@icloud.com

EDUCATION

College Degree:	University of Georgia, B.B.A. Finance
Post Graduate:	Georgia Tech, University of Tennessee, University of Michigan, Texas Women’s University, American Management Association

PROFESSIONAL EXPERIENCE

Department Head, Finance	General Motors Corporation
Zone Vice-President	Frito-Lay, Inc., International and Domestic Development
President, C.E.O.	Mercantile Corporation Responsible for 3 Banks, developed 2,000 prime commercial acres in Fort Worth adjacent to I-35W,
Current: Principal	James P. Carter & Associates – Consultant & Mediator To business and governmental entities
Professional Licenses	Texas Real Estate License, Certified Mediator

PUBLIC SERVICE EXPERIENCE

Mayor	Trophy Club, Texas – 14 year
Municipal Court Judge	Trophy Club, Texas – 12 years
Emergency Manager	Trophy Club, Texas – 14 years
County Commissioner	Denton County, Texas – 8 years
Vice President	Texas Association of Counties
President-Current	Denton County Emergency Services District #1 Fire and Emergency Medical over 65 square miles Serving 5 municipalities: (Argyle, Bartonville, Copper Canyon, Draper, and Northlake); Lantana Freshwater Supply Districts #6 and #7 and unincorporated areas of Denton County
Texas State Board Member- Current	State Association Fire and Emergency Service Districts – Trains Emergency Services District Commissioners

Board Member Denco 911-
Current

Emergency telecommunications system that assists its member jurisdictions in managing police, fire and medical emergency calls.

Mission Leader – Guatemala

Constructed purified water system in remote villages, shared the “Good News” of Jesus’s love.

Team Leader

Provide housing and food to victims of Hurricane Katrina.

Team Leader

Made several trips to Sabine Pass to aid victims of Hurricane Rita.

COMMUNITY AND CHARITY SERVICES

Baylor Healthcare System

Trustee – 10 Years

University of North Texas

President’s Council

Texas Student Housing Corp

Chairman – 20 Years, providing Residential Scholarships at UNT, A&M, UT Austin

Boy Scouts of America

Longhorn Council, District Chairman

First Baptist Church, Trophy Club

Chairman, Stewardship Committee and Senior Bible Teacher

US MILITARY

US Navy

11 years – active and reserve service

Honors: Who’s Who in the South and Southwest, Who’s Who in U.S. Executives, Honorary Fire Chief Argyle Fire District

Item Attachment Documents:

14. Discussion regarding the contract with Republic Services for Solid Waste Disposal and Recycling Services.

**MUNICIPAL SOLID WASTE COLLECTION
AND TRANSPORTATION AGREEMENT**

This Municipal Solid Waste Collection and Transportation Agreement (this "Agreement") is entered into as of the 25th day of July, 2017, between the Town of Hickory Creek, Texas ("Town"), acting by and through its duly authorized Town Manager, and Waste Management of Texas, Inc. ("Contractor"), a Texas corporation, acting by and through its duly authorized representative.

WITNESSETH:

WHEREAS, Town desires to grant to Contractor the exclusive right to operate and maintain the service of collection and transportation of residential, commercial and industrial garbage and trash, and residential recycling, over, upon, along and across the present and future streets, alleys, bridges, and public properties of the Town, subject to the terms of this Agreement; and

WHEREAS, Contractor desires to operate and maintain the service of collection and transportation of residential, commercial and industrial garbage and trash, and residential recycling, over, upon, along and across the present and future streets, alleys, bridges, and public properties of the Town, subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. DEFINITIONS:

- 1.01. **Brush:** Any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. The term "Brush" specifically excludes limbs which are greater than four (4) feet in length, six (6) inches in diameter or fifty (50) pounds in weight, and specifically excludes debris resulting from services of a Commercial Service Provider. All Brush must be securely tied and bundled.
- 1.02. **Bulky Waste:** White Goods, furniture, Brush, auto parts, and other oversized wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods. A Bulky Waste item cannot weigh more than 50 pounds.
- 1.03. **Town:** The Town of Hickory Creek, Texas.
- 1.04. **Commercial Unit:** All commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and other non-manufacturing facilities, premises, locations or entities, public or private, within

the corporate limits of the Town.

- 1.05. **Commercial Hand Collect Unit:** A retail or light commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week.
- 1.06. **Commercial Waste:** All types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste and Industrial Waste.
- 1.07. **Commercial Service Provider:** A commercial business enterprise or commercial service provider providing services to Residential Units.
- 1.08. **Compactor:** Any container, regardless of size, which has a compaction mechanism, whether stationary or mobile.
- 1.09. **Construction and Demolition Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.
- 1.10. **Contract Administrator:** That person, or his designee, designated by the Town to administer and monitor the provisions of this Agreement.
- 1.11. **Contractor:** Waste Management of Texas, Inc.
- 1.12. **Customer:** The owner or tenant of a Residential Unit, Commercial Unit and/or Industrial Unit, as the case may be, located within the Town, and identified by the Town as being eligible for and in need of the services provided by the Contractor under this Agreement.
- 1.13. **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.14. **Disposal Site:** A duly permitted sanitary landfill selected by Contractor.
- 1.15. **Dumpster:** Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units or Industrial Units.
- 1.16. **Garbage:** Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.
- 1.17. **Hazardous Waste:** Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid

Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et. seq.*, as amended.

- 1.18. **Industrial Unit:** All industrial businesses and establishments, including manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the Town.
- 1.19. **Industrial Waste:** Solid Waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.
- 1.20. **Medical Waste.** Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland as defined in the Texas Agricultural Code, §252.001 (6) (Definitions--Farmland or ranchland), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.
- 1.21. **Non-Recyclables.** Any materials in the Single Stream Materials that are not Recyclables.
- 1.22. **Polycart:** A rubber-wheeled receptacle with a maximum capacity of 90 - 95 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.
- 1.23. **Recyclable Material or Recyclables:** A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material.
- 1.24. **Recycling Cart:** A rubber-wheeled receptacle in which residents place Recyclables with a maximum capacity of 90 - 95 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.

- 1.25. **Refuse:** Same as Rubbish.
- 1.26. **Residential Unit:** A residential dwelling within the service area of the Town occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.27. **Residential Waste:** All Refuse, Garbage and Rubbish and other Solid Waste generated by a Customer at a Residential Unit.
- 1.28. **Roll-off Bin:** Container provided to a Commercial Unit or Industrial Unit by Contractor measuring 20 cubic yard, 30 yards or 40 cubic yards, intended for high-volume refuse generating Commercial Units or Industrial Units, and capable of pickup and transport to a Landfill by loading of container onto rear of transporting vehicle, but excluding a Compactor.
- 1.29. **Rubbish:** Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- 1.30. **Single Stream Materials:** All materials deposited by a Customer in the Customer's Recycling Cart, including Recyclables and Non-Recyclables.
- 1.31. **Solid Waste:** Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:
- a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
 - b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement;
 - c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or

geothermal resources and other substance or material regulated by the applicable state or federal agency, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 *et seq.*), or

d) Unacceptable Waste.

- 1.32. **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".
- 1.33. **Stable Matter:** All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 1.34. **Unacceptable Waste:** Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.
- 1.35. **Unusual Accumulations:** As to Residential Units, any Waste placed curbside for collection in excess of the volumes permitted by this Agreement, or placed outside a Polycart. As to Commercial or Industrial Units, including apartment complexes, any Waste located outside the dumpster, roll-off boxes or compactor regularly used for such collection service, or any waste, garbage or trash that overfills or exceeds the tonnage limit for the dumpster or roll-off box. Contractor shall have no obligation under this Contract to collect Unusual Accumulations, but may assess an overage charge for the collection of any Unusual Accumulations that Contractor makes. Contractor has the right to take photographic evidence of Unusual Accumulations.

1.36. **Waste:** All Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to this Agreement. The term "Waste" specifically excludes Unacceptable Waste.

1.37. **White Goods:** Refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

2. GRANT OF EXCLUSIVE FRANCHISE:

Contractor is hereby granted the exclusive right and privilege within the corporate limits of the Town to conduct business for the purpose of collection and disposal of Waste, and collection of Recyclable Materials from Residential Units, subject to the terms hereof, including any tracts, territories and areas hereafter annexed to or acquired by Town.

3. TERM:

The term of this Agreement shall commence October 1, 2017 ("Commencement Date"), and continue remain in full force and effect for a period of five (5) years; provided, however, the term of this Agreement shall automatically extend without further action of the parties for additional terms of five years, each, unless, not less than ninety (90) days before the termination of the then current term, one party advises the other in writing of its desire to terminate this Agreement at the conclusion of the then current term of the Agreement. Contractor agrees that not less than 180 days before the termination of the then current term, Contractor shall send a written reminder to the Town of the upcoming 90 day deadline that the Town has to provide Contractor with notice of non-renewal.

4. RATES:

Contractor is authorized to charge, and shall receive from the Town, the rates set forth on **Schedule "A"** attached hereto and incorporated herein by reference ("Base Rates"). The Base Rates are subject to adjustment as set forth in Section 9 below.

5. CONTRACTOR SERVICES:

5.01. Residential Collection

(a) Residential/Commercial Hand Collect Collection:

- (i) Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Polycart one time(s) per week during the term of this Agreement.
- (ii) Contractor shall collect Commercial Waste placed in a Polycart from a Commercial Hand Collect Unit two (2) time(s) per week. A Commercial Hand Collect Unit shall have no more than two (2) Polycarts in which to place Waste.

- (iii) Construction Debris generated at a Residential Unit by a Commercial Service Provider shall be deemed Commercial Waste, and shall be collected pursuant to Section 5.03 below. Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Commercial Service provided, shall be subject to the Bulky Waste limitations set forth in this Agreement.
- (b) **Brush/Bulky Waste Collection:** Contractor shall provide a once per month, on the third Thursday, collection service to Residential Units for collection of Brush and Bulky Waste. Contractor agrees to collect up to, but not to exceed, an aggregate of one (1) item of Bulky Waste or Brush per each monthly collection date from each Residential Unit. Contractor shall have no obligation to collect any Brush or Bulky Waste in excess of the above volumes, or any Construction Debris produced by a Commercial Service Provider hired by a Customer and generated and located at that Residential Unit. Brush and Bulky Waste shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer, that will provide safe and efficient accessibility to Contractor's collection crew and vehicle.
- (c) **Recyclables Collection:** Contractor shall provide once per week collection of Recyclables placed in Recyclable Carts from Residential Units. Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Cart. In addition, Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the remainder of the Residential Waste.

The following are the specifications and materials that Contractor will accept in the recycling program:

RECYCLABLES must be dry, loose (not bagged) and include **ONLY** the following:

Aluminum cans - empty	Newspaper
PET bottles with the symbol #1 – with screw tops only - empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Magazines, glossy inserts and pamphlets
Plastic containers with symbols #3-#7 – empty (no expanded polystyrene)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans – empty	Uncoated printing, writing and office paper
Glass food and beverage containers – brown, clear, or green - empty	Old corrugated containers/cardboard (uncoated)
	Phone books

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene; foam products	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials (e.g., plastic grocery bags)	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Unacceptable Materials or containers which contained Unacceptable Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any Recyclable materials or pieces of Recyclables less than 4" in size in any dimension	Propane tanks, batteries

Recycling Delivery Specifications:

Residential Unit Single Stream Materials shall not contain more than twenty percent (20%) Non-Recyclables and may contain no Unacceptable Waste. If a load of material does not meet these specifications, the load may be rejected and/or the Town may be charged additional processing, return, or disposal costs. Contractor has the right to dispose of all residue and contamination resulting from or remaining after processing of the Single Stream Materials.

Contractor reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

(d) **Household Hazardous Waste** - Contractor shall provide a Household Hazardous Waste (HHW) collection program to Residential Unit Customers located within the City limits under the terms set forth in **Schedule B**, which is attached hereto and fully incorporated herein.

(e) **Carts:**

(i) Contractor shall provide one (1) Polycart and one (1) Recycling Cart to each Residential Unit. Polycarts and Recycling Carts (together, the "Carts") shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The Town shall aid Contractor in resolving problems of Cart location by the Customer. Customers shall not overload Carts, and the

Carts shall be loaded such that the lids shall close securely.

- (ii) Contractor shall not be required to collect (i) any Residential Waste or Recyclables that are not placed in a Polycart, (ii) any Residential Waste or Recyclables from a Polycart that is overloaded, or (iii) a Polycart that is not properly placed curbside.
- (iii) The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Carts. The Carts shall remain at the location of the Residential Unit where delivered by Contractor. Any Cart removed from a Residential Unit shall be deemed lost, and Contractor shall be entitled to compensation by the Town therefor. The Customer shall not overload (by weight or volume) a Polycart, and shall use the Polycart only for its proper and intended purpose. Additional Carts are available for residential Customers at an additional charge to be paid by the Customer. In the event a Cart should be lost or stolen, Contractor agrees to replace such lost or stolen Cart with a Cart, at a cost of \$70.00 to the Residential Unit Customer. Contractor will replace a damaged Cart at no charge in exchange for the damaged Cart.

- 5.02. **Commercial and Industrial Collection:** Contractor shall have the exclusive right to collect and transport Commercial Waste and Industrial Waste from the Commercial Units and Industrial Units, respectively, utilizing Dumpsters, Compactors or Roll Off Bins, at such frequency as shall be reasonably requested by such Commercial Unit Customer or Industrial Unit Customer. The Dumpster, Compactor or Roll Off Bin shall be located on a concrete pad to accommodate equipment and at a location reasonably acceptable to Contractor. Contractor may, at its sole option, require Commercial Customers and Industrial Customers to enter into individual contracts with Contractor, subject to the terms of this Agreement.
- 5.03. **Unusual Accumulations Collection:** Contractor shall have no obligation to collect Unusual Accumulations, and may charge for the collection of any Unusual Accumulations.
- 5.04. **Special Waste:** Contractor is not required to accept, transport or manage any Special Waste, unless it is specifically identified in a written agreement between Contractor and Customer. Contractor may collect, and will have the right to impose, a surcharge for the transportation and disposal of Special Waste, depending on the quantities and any physical characteristics of the Special Waste and any special handling, regulatory compliance or increased concern for worker safety or environmental protection occasioned by the material.
- 5.05. **Unacceptable Waste:** Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for

any unacceptable Waste shall remain with the generator of such Waste.

6. COLLECTION OPERATION:

6.01. **Hours of Operation:** Collection of Residential Waste shall begin no earlier than 7:00 A.M. and shall generally not extend beyond 7:00 P.M. No collection shall be made on Sunday. Collection of Commercial Waste and Industrial Waste shall be collected at such hours as may be determined by Contractor. No collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor.

6.02. **Routes of Collection:** Collection routes shall be established by the Contractor as reasonably approved by Town. Town shall provide Contractor with maps of the Town containing sufficient detail for Contractor to design collection routes. Contractor shall provide to the Town route maps for approval by the Town, which approval shall not be unreasonably withheld.

6.03. **Holidays:** The following shall be holidays for purposes of this Agreement:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next business day following the holiday.

6.04. **Complaints:** Customer complaints shall be directed by the Town to Contractor, and Contractor shall promptly resolve such complaint based on the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints based on the information provided to Contractor by the Town, and shall provide the Town, on a monthly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any alleged missed pickups will be investigated and, if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts or omissions, the Town shall take appropriate action to cause such Customer to subsequently properly set out such Waste.

6.05. **Collection Equipment:** Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from Customers serviced by Contractor in accordance with this Agreement. Collection of Solid Waste shall be made using sealed packer-type trucks, and such

equipment shall not be allowed to leak nor scatter any waste within the limits of the Town nor while in route to the Disposal Site.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of this Agreement. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and Contractor shall have a regular preventative maintenance program. Town may inspect Contractor's vehicles at any time to insure compliance of equipment with this Agreement. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

- 6.06. **Disposal:** The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the applicable state agency and/or the U.S. Environmental Protection Agency.
- 6.07. **Spillage:** The Contractor shall not be responsible for scattered Refuse unless the same has been caused by Contractor, in which case all scattered Refuse shall be picked up immediately by Contractor.
- 6.08. **Vicious Animals:** Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Refuse collection service. Contractor shall immediately notify the Town, in writing, of such condition and of his inability to make collection.
- 6.09. **Protection From Scattering:** Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter Refuse.
- 6.10. **Point of Contact.** All dealings and contacts between Contractor and the Town shall be directed between the designated Public Sector representative of Contractor, or such other individual identified by Contractor, and the Contract Administrator designated by the Town.

7. LICENSE AND TAXES:

Contractor shall obtain at its sole expense all licenses and permits required by the Town and the State, and shall maintain same in full force and effect.

8. BILLING:

(a) Contractor shall provide billing and bill collection services for Residential Units, Commercial Units and Industrial Units during the term of this Agreement. Contractor shall directly bill Residential Unit Customers on a quarterly basis, in advance, for services to Residential Units. Contractor shall bill for collection services rendered to Commercial Units and Industrial Units on a monthly basis, in arrears. Past due invoices shall bear interest at the highest rate permitted by law.

(b) Contractor shall notify the Town in writing of any Residential Unit Customer that has failed to pay the Contractor for waste collection services, and Contractor shall have the right to suspend service to such delinquent Residential Unit until notified by the Town to resume such services. Contractor shall have the right to suspend service to any Commercial Unit or Industrial Unit that is delinquent in payment to Contractor. Contractor shall have the right to suspend services to any Commercial Unit or Industrial Unit that does not timely pay for the provision of waste services. If Contractor suspends service to a Customer for failure to timely pay said invoices, Contractor has the right to charge a service reactivation fee and/or finance charges or late payment fees if such service to the Customer is reinstated.

(c) The Town shall be entitled to receive a ten percent (10%) franchise fee (the "Franchise Fee") for all services rendered by Contractor hereunder to Residential Units, Commercial Units, and Industrial Units. Contractor shall pay the Town the Franchise Fee based on payments actually received by Contractor from collection and disposal of Residential Waste, Commercial Waste and Industrial Waste, to be paid by Contractor within 30 days after the last day of the month of Contractor's actual receipt of such monies.

9. MODIFICATION TO RATES:

9.01 **CPI Adjustment** . Base Rates charged by Contractor for services will remain fixed as set forth on Schedule "A" and will not be adjusted for changes in the CPI (as hereinafter defined), until October 1, 2018. Commencing on October 1, 2018, and continuing annually on each anniversary date of the Commencement Date of this Agreement, Base Rates for services shall be adjusted by the same percentage as the Consumer Price Index, Seasonably Adjusted Dallas-Ft. Worth Average for All Urban Consumer Items, excluding shelter, as published by the United States Bureau of Labor Statistics, (the "C.P.I.") shall have increased during the preceding twelve months, except that the minimum annual increase shall be at least 1.75% and the maximum annual increase under this section shall be 2.25% regardless of the CPI change. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

9.02 **Fuel Adjustment**

Annually, on each October 1 of this Agreement, the Base Rates shall be subject to a fuel surcharge as follows: an additional one percent (1%) increase in the Base Rates for every twenty-five cent (\$0.25) increase in the price of diesel fuel at, above and including \$2.50

per gallon (with a 1% surcharge beginning at \$2.75 per gallon and a 2% surcharge at \$3.00 per gallon, etc.) and a one percent (1%) decrease beginning at two dollars (\$2.00) per gallon and an additional one percent (1%) decrease at one dollar and seventy-five cents (\$1.75) per gallon. The diesel fuel price shall be as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast. The EIA/DOE currently publishes these prices on their website at the following location: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. The determination of the average price of diesel fuel from the aforesaid website shall be made on the first Monday prior to such August 1 (or the first business day thereafter if such Monday is a Federal Holiday).

9.03 **Additional Adjustments.** Contractor shall also be entitled to an increase in Base Rates from time to time during the term of this Agreement, and upon thirty (30) days' written notice to the Town, to offset any change in conditions which increase the Contractor's costs, including but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which the Contractor is to operate, or changes in federal, state or local laws, rules or regulations. Documentation of such increases shall be submitted to the Town at its request.

10. NO COST SERVICES:

Contractor shall provide to the City, at no additional cost to the City, the following containers, at the following locations, with the following frequency of collection.

Location	Collection Frequency	Quantity	Size
City Hall	One Time per week	1	6 cu yd Dumpster
Public Works	Two times per week	1	6 cu yd Dumpster
City Parks (total)	Two times per week	2	6 cu yd Dumpster

In addition, Contractor shall provide to the City, at no additional cost to the City:

- a. Between Memorial Day and Labor Day of each Agreement year, an additional two (2) six cubic yard Dumpsters, with a frequency of collection of two (2) times per week for such additional Dumpsters;
- b. The Disposal of 50 loads of Waste (equal to one standard pickup truck or 3 cubic yards per load) delivered by City trucks to the Disposal Site per Agreement year; and
- c. Six (6) thirty yard Roll Off Bins, one pull each, for City sponsored events and activities, during the first Agreement year; eight (8) thirty yard Roll Off Bins, one pull each during the second Agreement year; and ten (10) thirty yard Roll Off Bins, one pull each during Agreement years three, four, and five.

In addition, once per month, each Residential Unit shall be entitled to dispose of one standard pickup truck bed (maximum 3 cubic yards) of Waste at the DFW Landfill in Lewisville, TX at no charge. Each Residential Unit Customer shall provide to Contractor, at Contractor's landfill gatehouse, a valid driver's license, Contractor's invoice or other evidence satisfactory to Contractor, to substantiate Customer's residency.

11. CONTRACTOR'S CONTRIBUTION:

11.01 Contractor agrees to provide to the City each year of the Agreement term a contribution of \$5,000.00 for activities to be determined by the City.

11.02 Contractor agrees to donate three (3) Big Belly solar waste containers to the City. The City shall own the 3 Big Belly machines and shall be responsible for any needed maintenance or repair.

12. TOWN'S OBLIGATIONS:

The Town agrees to perform all obligations required of the Town pursuant to the terms of this Agreement, including, but not limited, the following:

- (a) The Town shall designate the Contract Administrator, who shall communicate Town decisions to Contractor on a timely basis from time to time as required under this Agreement;
- (b) The Town shall notify Contractor of Customers to be added or dropped from Contractor services, or of any change in Customer service;
- (c) The Town shall provide to Contractor the total number of Residential Units (i.e., the total "house count" that will receive Contractor services) each quarter no later than the 25th day of the month before the quarter ends. Contractor will use this house count for billing purposes. This house count shall include the names and addresses of any new Residential Units that should be added to Contractor's services. Any errors or mistakes in the house count provided by the Town to Contractor shall be corrected within six (6) months of the date provided to the Contractor or the error or mistake is waived and released by both parties. Contractor has the right, but not the obligation, to verify the house count provided by the City.
- (d) The Town shall timely inform Contractor of complaints made by Customers;
- (e) The Town shall work with Contractor in good faith to resolve complex Customer service issues; and
- (f) The Town shall educate Customers to encourage, promote and obtain proper Waste disposal and recycling as required by this Agreement, including educating Residential Unit Customers to assure proper and timely Cart set out, and proper recycling techniques to minimize commingling.

13. COMPLIANCE WITH LAWS:

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by

and comply with all existing laws and laws which may be enacted by the federal, state, and local governments. It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of Town to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the Town calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

14. OFFICE:

Contractor shall maintain an office or such other facility through which it may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

15. ENFORCEMENT:

Town grants unto Contractor the right to seek an injunction against any third party which is believed to be infringing on the rights of Contractor to this Agreement, including Contractor's exclusive franchise rights granted herein. By granting this right to Contractor, the Town in no way reduces its right or obligation to enforce this Agreement or any other Town ordinance relating to the collection and disposal of Waste. Furthermore, Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by Town and/or Commercial Unit and Industrial Unit Customers. The Town agrees to take all steps necessary and permitted by law to require Customers to comply with the terms of this Agreement.

16. TRANSFERABILITY OF AGREEMENT:

Other than by operation of law, no assignment of the Agreement or any right accruing under the Agreement shall be made in whole or in part by the Contractor without the express written consent of the Town, which consent shall not be unreasonably withheld. Upon the assignment, the assignee shall assume the liability of the Contractor. Notwithstanding anything contained herein to the contrary, Contractor shall be permitted to assign this Agreement to an affiliate of Contractor without the Town's consent.

17. LANDFILL CAPACITY:

Contractor shall have and maintain during the term hereof, adequate disposal capacity for the Town's needs.

18. TERMINATION:

Except as otherwise provided herein, if either party defaults in the performance of any of the covenants or conditions contained herein, and fails to cure such default within thirty (30) days after the non-defaulting party has given the defaulting party written notice of such default (or if such default is of a nature that it cannot be cured within such thirty (30) day period, the defaulting party fails to commence the curing of such default within such thirty (30) day period,

and fails to thereafter diligently pursue the curing thereof) (the "Cure Period"), the non-defaulting party may: (a) terminate this Agreement as of any date which the non-defaulting party may select, provided said date is at least thirty (30) days after the expiration of the Cure Period; (b) cure the default at the expense of the defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

19. DISPUTE RESOLUTION:

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation. If the parties remain unable to resolve the controversy through mediation, then either party may pursue their claim, dispute, disagreement or controversy in a court with proper venue in the state within which the services are being performed.

20. FORCE MAJEURE:

The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:

(a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party;

(b) The order or judgment of any federal, State, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;

(c) The suspension, termination, interruption, denial, or non-renewal of any permit or approval essential to the operation of the Contractor; or

(d) A Change in Law. "Change in Law" means (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or

(ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (a) or (b) establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, county, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.

21. EVIDENCE OF INSURANCE:

Contractor shall procure and maintain for the duration of the Agreement, with a carrier reasonably acceptable to Town, insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The policy or policies shall name the Town as an additional insured, subject to Contractor's indemnities set forth herein, and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the Town thirty (30) days notice in writing. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the Town before commencement of work hereunder.

Minimum Limits of Insurance:

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Commercial General Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Commercial Auto Liability Bodily Injury	\$1,000,000	
Commercial Auto Liability- Property Damage	\$500,000	

22. INDEMNITY:

The Contractor shall indemnify Town against any claims, actions, or suits, including court costs and reasonable attorneys' fees, to the extent caused by Contractor's negligent or willful misconduct in providing the services required by this Agreement. Upon obtaining knowledge of any matter giving rise to possible indemnification, the Town shall notify the Contractor immediately. The Contractor shall have the right to defend or contest any such claim

or demand in the name of the Town. The Town shall provide such cooperation in connection therewith as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due hereunder unless the Town has been required by order of any court to pay any sum arising from the subject matter of the suit.

23. OWNERSHIP:

Title to Waste shall pass to Contractor when placed in Contractor's collection vehicle. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

24. SEVERABILITY:

Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

25. PRIOR AGREEMENTS:

This Agreement contains the entire agreement between the parties hereto with respect to the matter set forth herein. No provision of any other document, including any request for proposal, shall be deemed incorporated herein, it being the intent of the parties that this Agreement sets forth the full agreement of the parties with respect to the services described herein. No change, alteration or amendment will be binding on either party unless set forth in a document duly executed by all parties hereto.

26. RECORDS:

Town and Contractor agree to maintain at their respective places of business adequate records relating to the performance of their respective duties under this Agreement. Such records shall be made available at any time during reasonable business hours for inspection by the other party, at the inspecting party's expense, and upon reasonable advance notice; provided, however, only records directly relating to this Agreement and necessary to substantiate invoicing must be disclosed to the other party.

27. ATTORNEY'S FEES AND VENUE:

In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this agreement, the prevailing party shall recover its attorney fees and court costs, with venue of any such action to be in Denton County, Texas.

28. NOTICES:

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii)

terrorism, major storm, or other natural disaster, Contractor shall have no obligation under this Agreement to collect any storm debris or waste material resulting therefrom.

EFFECTIVE AS OF THE 25 DAY OF July, 2017.

TOWN:

CONTRACTOR:

TOWN OF HICKORY CREEK

WASTE MANAGEMENT OF TEXAS, INC.



BY:
Mayor



BY: DAVID J. SMITH
ITS: PRESIDENT

ATTEST:



Town Secretary,
Town of Hickory Creek, Texas

APPROVED:



Town Attorney

SCHEDULE A
Base Rates
Effective October 1, 2017

RESIDENTIAL BASE RATES (Rates Include 10% City Franchise Fee)
Once Per Week Residential Solid Waste Curbside Collection in WM 96-gal Carts Once Per Week Residential Recycling Curbside Collection in WM 96-gal Carts Once Per Month Residential Brush & Bulk Curbside Collection At Your Door Residential Special Materials Collection \$16.57 Per Home Per Month (\$11.60 Senior Rate)
Additional Residential Cart Service \$7.74 Per Additional Cart Per Month
Residential or Commercial Cart Replacement Fee Lost or Stolen Cart = \$70.00 per cart replacement fee Damaged Cart = free replacement
Commercial Hand Collect Service in 96-gal Cart \$25.34 Per Cart (Max 4) Per Month

COMMERCIAL FRONT LOAD RATES (Rates Include 10% City Franchise Fee)							
FREQUENCY OF COLLECTION (Monthly Charges)							
SIZE	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week	Extra PU
2YD	\$67.37	\$115.19	\$149.76	\$192.61	\$233.92	N/A	\$125.00
3YD	\$102.01	\$135.39	\$188.37	\$245.65	\$296.24	N/A	\$137.50
4YD	\$134.86	\$219.51	\$299.47	\$386.06	\$467.87	N/A	\$150.00
6YD	\$169.63	\$270.82	\$378.45	\$491.28	\$592.45	N/A	\$175.00
8YD	\$193.95	\$331.91	\$483.10	\$677.83	\$747.85	\$815.84	\$200.00

MISCELLANEOUS MONTHLY COMMERCIAL CHARGES (Rates Include 10% City Franchise Fee)			
Containers with Casters	\$9.54	Per Container	
Containers with Locks	\$9.54	Per Container	
Unusual Accumulation	\$115.00	Per Event	

ROLL OFF OPEN TOP RATES (Rates Include 10% City Franchise Fee)					
SIZE	PER HAUL	DELIVERY	MONTHLY RENT	DISPOSAL PER TON	
20 Yd Open Top	\$322.89	\$102.52	\$214.79	N/A	
30 Yd Open Top	\$339.47	\$102.52	\$214.79	N/A	
40 Yd Open Top	\$380.85	\$102.52	\$214.79	N/A	

ROLL OFF COMPACTOR RATES (Rates Include 10% City Franchise Fee)						
SIZE	PER HAUL	RENTAL	WASH OUT	DISPOSAL PER TON	INSTALLATION CHARGE	
20 YD Comp	Negotiable	Negotiable	Negotiable	N/A	Negotiable	
30 Yd Comp	\$409.20	Negotiable	Negotiable	N/A	Negotiable	
35 Yd Comp	Negotiable	Negotiable	Negotiable	N/A	Negotiable	
40 Yd Comp	\$474.54	Negotiable	Negotiable	N/A	Negotiable	
42 Yd Comp	Negotiable	Negotiable	Negotiable	N/A	Negotiable	

Schedule B – Household Hazardous Waste Program

WM Curbside, LLC ("WM"), an affiliate of Waste Management of Texas, Inc., agrees to provide the following services to the Residential Units located in the Town of Hickory Creek, Texas.

Statement of Work

Services

The following describes the work to be performed by WM related to the collection, management and recycling and/or disposal of home-generated household hazardous waste materials collected from the homes of the Residential Unit Customers ("Participants").

The Program begins when the Participants are informed about how to participate. Following are the elements of WM's At Your Door Special CollectionSM service and how it works.

1. Resident Initiates Collection

For residents to schedule a home collection of their unwanted home generated special materials, they must schedule a home collection appointment. There are three options for residents to contact WM's At Your Door Special Collection service: The Participants may call our toll free number 1-800-449-7857, e-mail ATYOURDOOR@WM.COM or go to www.WMATYOURDOOR.COM. An Operations Service Center Specialist from our U.S. based operations center answers the call or online request. Basic information is requested which includes: the Participant's name, address, phone number, how they learned of the program, and a general indication of the types and quantities of home generated special materials they want collected. The Operations Service Center Specialist discusses the program guidelines with the Participant, including the placement of the material on collection day. The Operations Service Center is available from 5 am - 5pm Pacific Time, Monday through Friday. Both English and Spanish speaking representatives are available. An automated call system is available after hours and on holidays.

2. Collection Is Scheduled

The Participant is provided with a date when they must place their material at their entrance door or in front of their garage or other acceptable location. That predetermined location is noted by the Operations Service Center Specialist for use by the Service Technician (driver).

The frequency of collection routes will vary depending upon demand. When programs first start and during seasonal peaks, there is usually a higher demand resulting in longer periods between the request and the collection date.

3. Packaging

A collection kit will be sent via U.S. mail (or other method) to the Participant, who will package the materials and place it out on the designated collection date. The collection kit consists of a plastic bag, bag tie, survey card, labels (for use as needed by Participant) and an instruction sheet. The instruction sheet reiterates the collection date and items discussed with the Operations Service Center Specialist. Participants collect their items and place them inside the kit bag per the instruction sheet.

Participants will receive one bag unless the Operations Service Center Specialist determines through the conversation, that more than one bag is required to collect all of the materials. Our goal is to collect all of the

materials available to us at one time, thus avoiding the inconvenience to the participant caused by multiple collections.

In instances where after a Participant receives their collection kit and if they find they have additional items which exceed the capacity of bag(s) that were sent, two options will be provided to accommodate collection of all of the materials. The first option will be to keep the collection date as scheduled for the first kit bag(s). Then, a second collection date could be scheduled and a second collection kit mailed to the Participant. The second option is to cancel the first collection date and mail the Participant additional collection kit(s). Then schedule the collection at a later date when all of the materials can be collected at the same time.

4. Collection

On the established pickup date, a Service Technician will arrive at the home, inspect the material for eligible items, and package the material based upon hazard classification. All materials must be placed outside of the home. WM employees will not enter the premises to gather or remove any material.

WM is not responsible for any materials placed out for collection until the items are accepted by WM.

For single family homes, materials are to be placed near the front door area or garage area, but never on public property, at the curb, street or alleyway.

In the event the any items are ineligible, such as unlabeled containers, leaking containers, commercial materials, or items listed on the unacceptable list, a door hanger will be left with instructions. Participants are not required to be present during the collection.

5. Transport

Acceptable materials are transported to a transfer facility and then sent to various recycling and processing facilities. Once the items are collected, Service Technicians work to responsibly manage it and recycle as much as possible. Emphasis is placed on recycling, then treatment, followed by incineration, then secure landfills.

Eligible Materials

In general, most ordinary household chemicals and many electronics are eligible for collection. Only items originating from households are eligible, no business materials are allowed. The quantity of material that is usually collected at any one time is limited to the items that can fit into the kit bag along with designated items that may be placed outside the bag.

All containers must be labeled and they cannot leak. If a container leaks, Participants are instructed to transfer it to a non-leaking container and label it. Participants are provided labels for this use. Additional instructions may apply based on applicable regulations. Leaking containers or containers that are not identified will not be collected. Additional instructions may apply, based on applicable regulations.

Materials that can be placed outside the kit bag are listed below for a typical collection. Unless the Operations Service Center has made arrangements with the Participant before the home collection for more than one bag of materials, the collection will typically restrict the amount of materials to the following:

- Up to 1 television, 4 vehicle batteries, 5 straight fluorescent tubes and/or compact fluorescent lamps (CFL)
- One computer system consisting of one each: CPU/tower, laptop, monitor, keyboard, mouse, and desktop printer and applicable cords.

- Up to 25 pounds of electronics with circuit boards such, as a CD ROM, VCR, DVD/CD/tape player, cell phone, MP3 player, desktop scanner, fax machine, microwave and related cords.

This list below includes the most common items. It is not all-inclusive and may vary depending on state and local regulations. We reserve the right to modify the list.

Garden Chemicals

- Insect sprays/Insecticides
- Weed killers
- Rat poisons
- Fertilizer
- Herbicides
- Pesticides
- Other poisons

Mercury Containing Devices

- Thermostats
- Thermometers
- Switches

Household Cleaners

- Ammonia
- Floor stripper
- Drain cleaner
- Floor cleaner
- Tile/shower cleaner
- Carpet/upholstery cleaner
- Rust remover
- Toilet bowl cleaner

Paint Products

- Oil based paint
- Latex paint
- Stripper and thinner
- Caulking
- Wood preservative and stains
- Sealers
- Spray paint
- Artist paint

Automotive Material

- Motor oil
- Antifreeze
- Waxes/Polishes
- Cleaners
- Brake fluids
- Used oil filters
- Transmission fluid
- Windshield washer fluid
- Hydraulic fluid

- Vehicle batteries
- Gasoline and Diesel fuel (must be placed in containers designed and sold for the containment and transportation of fuel. 10 gal. max.)

Misc. Household

- Household batteries
- Florescent tubes/ Compact florescent bulbs
- High intensity lamps
- Hobby glue
- Driveway sealer (max. 5 gal.)

Sharps

(Must be placed into a rigid, sealed, puncture resistant container)

- Needles
- Lancets
- Syringes

Swimming Pool Chemicals

- Pool acid
- Chlorine: tablets, liquids
- Stabilizers

Flammable & Combustible Materials

- Kerosene
- Solvents

Electronics with Circuit Boards

- Televisions
- Computer monitors
- CPU/computer tower
- Laptop computer
- Tablet computer
- Keyboard
- Mouse
- Fax machine
- Desktop printer/scanner
- CD ROM
- DVD/CD/tape player
- VCR
- Cell phone
- MP3 player, iPod, music player
- Microwave oven
- Related cords
- Gaming console

Ineligible Materials

This list below is not all-inclusive and will vary depending on state and local regulations. Commercial material, material from businesses, and unusually large quantities of the same material are not eligible for this Program. We reserve the right to modify the list.

Business items located at homes are still business waste and are excluded. In addition, the following are ineligible and excluded items from the Program:

- Biological Waste
- Ammunition and Explosives
- Appliances
- Asbestos
- Biological Waste
- Commercial chemicals
- Construction related materials
- Containers over 5 gallons
- Fire Extinguishers
- Food Waste and cooking oil
- Gas cylinders/pressurized cylinders
- Liquid mercury/Elemental mercury and broken items that contain mercury
- Materials improperly packaged for transportation
- Materials in leaking containers
- Medicines/pharmaceuticals
- Radioactive materials, including smoke detectors
- Tires
- Trash, white goods including bulky items (example: washers, dryers, and refrigerators)
- Unknown or unlabeled materials

The At Your Door program reserves the right to refuse collection of additional items not listed here. The At Your Door service reserves the right to refuse acceptance of any items it deems excluded, a hazard, or out of the scope of the scope of the program, which is designed for the collection of home generated special materials.

Participant Surveys

A postage-paid card addressed to the sponsoring agency program manager will be included in the kit sent to the Participants. The card lists several questions and is considered a "report card" mailed directly to the public agency's designee. In an effort to continually improve our service, we request copies of survey cards or consolidated reports (prepared by the community program manager) be sent to At Your Door Special CollectionSM via email atyourdoor@wm.com.

Reports

Standard reports are available upon request.

Natural Disaster

In the event of a natural disaster affecting the community e.g. a hurricane, flood or tornado, the At Your Door Special Collection program will be suspended for a period of six months or other period upon mutual agreement. The At Your Door program is designed for the ordinary collection of home generated special materials, a natural disaster changes the nature of that need. A natural disaster is defined as a community wide event including but not limited to a tornado, hurricane, earthquake, fires and floods. Contact your WM Representative for more information.

Regulatory Changes

Change in Law. In the event of a change in law related to the services provided under this Agreement, which includes the imposition of new or increased government fees or assessments, Contractor shall be entitled to an adjustment of rates at any time. This request for adjustment will be submitted by Contractor to the town administrator, accompanied by an analysis of the impacts on rates. A "change in law" adjustment shall only be effective after approval of the Town Council. The Town Council's action on Contractor's request shall be made within sixty (60) days from the date of submittal, and its approval will not be unreasonably withheld. As used herein, "change of law" does not include changes in federal or state income tax laws.

Pricing

The cost of this Program is included in the \$16.57 initial Base Rates beginning October 1, 2017.

**FIRST AMENDMENT TO MUNICIPAL SOLID WASTE
COLLECTION AND TRANSPORTATION AGREEMENT**

This "FIRST AMENDMENT TO MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT (this "Amendment") is entered into as of the 27th day of May, 2018, by and between the Town of Hickory Creek, Texas ("Town"), and Waste Management of Texas, Inc. ("Contractor"), a Texas corporation.

WITNESSETH:

WHEREAS, the Town and Contractor previously entered into a certain Contract, dated on or about July 25, 2017 (the "Contract"), whereby Contractor was granted the exclusive right to provide residential and commercial waste collection and disposal within the Town, as more particularly set forth in the Contract; and

WHEREAS, the Town and Contractor desire to modify the Contract, as more particularly set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. Contractor shall charge a monthly Base Rate of \$1,018.42 for a 10-cubic yard Dumpster that is collected six (6) times per week. This Dumpster size and frequency of collection shall be added to the Base Rates set forth in Schedule "A."

4. Capital words used in this Amendment shall have the meaning assigned in the Contract or in this Amendment. Nothing contained herein shall be deemed to amend or modify the Contract, except as expressly set forth herein. In the event of a conflict between the terms of the Contract and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

TOWN

Hickory Creek, Texas

By: 

Its: Mayor

Date: 05/29/2018

CONTRACTOR:

Waste Management of Texas, Inc.

By: 

Its: Public Sector Director

Date: 7/3/2018

ROLL OFF OPEN TOP RATES (Rates Include 10% City Franchise Fee)

SIZE	PER HAUL	DELIVERY	MONTHLY RENT	DISPOSAL PER TON	
20 Yd Open Top	\$322.89	\$102.52	\$214.79	N/A	
30 Yd Open Top	\$339.47	\$102.52	\$214.79	N/A	
40 Yd Open Top	\$380.85	\$102.52	\$214.79	N/A	

ROLL OFF COMPACTOR RATES (Rates Include 10% City Franchise Fee)

SIZE	PER HAUL	RENTAL	WASH OUT	DISPOSAL PER TON	INSTALLATION CHARGE	
20 YD Comp	Negotiable	Negotiable	Negotiable	N/A	Negotiable	
30 Yd Comp	\$409.20	Negotiable	Negotiable	N/A	Negotiable	
35 Yd Comp	Negotiable	Negotiable	Negotiable	N/A	Negotiable	
40 Yd Comp	\$474.54	Negotiable	Negotiable	N/A	Negotiable	
42 Yd Comp	Negotiable	Negotiable	Negotiable	N/A	Negotiable	