

**PUBLIC NOTICE
TOWN OF HICKORY CREEK
REGULAR MEETING OF THE TOWN COUNCIL
1075 RONALD REAGAN AVENUE
May 15, 2018; 6:30 P.M.**

Notice is hereby given as required by Title 5; Chapter 551.041 of the Government Code that the Town Council of the Town of Hickory Creek will hold their regular meeting on May 15, 2018; at 6:30 P.M., in the Council Chambers of the Town Hall Building located at 1075 Ronald Reagan Avenue. “NOTE: If, during the course of the meeting, any discussion of any item on the agenda should be held in a closed meeting, the Council will conduct a closed meeting in accordance with the TEXAS OPEN MEETING ACT, TEX. GOVT. CODE, Chapter 551, Sub-Chapters (d) and (e)”. The agenda follows:

Regular Session:

A. Call to Order

Roll Call

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

Invocation

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

Public Comment: This item allows the public an opportunity to address the 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.

Business:

B. Public Hearing:

No Public Hearing

C. Consent Agenda Items:

1. April 2018 Council Meeting Minutes
2. April 2018 Financial Statements
3. Consider and act on an interlocal cooperation agreement for Shared Governance Communications and Dispatch Services System with Denton County, Texas.
4. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Texas DPS Law Enforcement Support Division.

D. Regular Agenda Items:

1. Consider and act on a resolution canvassing the May 5, 2018 General Election results.
2. Presentation of Certificates of Election and Administration of Oaths of Office to candidates elected.
3. Consider and act on a resolution canvassing the May 5, 2018 Special Election results.
4. Consider and act on a resolution approving a First Amendment to Performance Agreement by and between Hickory Creek Economic Development Corporation and Hard Sun V, Inc, a Texas corporation.

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

F. Reconvene into Open Session:

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

G. Adjournment:



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 05/15/2018

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.1

Call to Order



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 05/15/2018

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.2

Roll Call



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 05/15/2018

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.3

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



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 05/15/2018

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.4

Invocation



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 05/15/2018

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.5

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



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 05/15/2018

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.6

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.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 05/15/2018

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. B.1

No Public Hearing



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 05/15/2018

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.1

April 2018 Council Meeting Minutes

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

The town council of the Town of Hickory Creek, Texas convened in a regular session on April 17, 2018 at 6:30 p.m. in the council chambers, located at 1075 Ronald Reagan Avenue. Notice of the meeting was posted as required by Title 5, Chapter 551 of the Texas Government Code. The following members were present and constituted a quorum of members:

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

Also in attendance were:

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

“Mayor for a Day” Jayshon Hardimon called the meeting to order at 6:30 p.m.

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

Councilmember Kenney gave the invocation.

Presentation of Awards

Mayor Clark presented the following awards. 2017 Business of the Year to Whataburger. 2017 Citizen of the Year to Robert and Mary Armstrong. 2017 Scholar of the Year to Morgan Mayfield and Brendan Leyden. 2017 Sportsman of the Year to Mason Meeks.

Proclamation

Mayor Clark congratulated and recognized Jayshon Hardimon as Hickory Creek “Mayor for a Day.”

Items of Community Interest

Officer Joe Leggett was recognized as the First Responder of the Month for April 2018 by the Lake Cities Chamber of Commerce.

Kids and Tailwaggers benefiting the Boys & Girls Clubs of North Central Texas was held on Saturday, March 31, 2018. The event was a huge success.

The Boys and Girls Club of North Central Texas 12th Annual Benefit Golf Tournament will be held April 26, 2018.

Town of Hickory Creek
April 17, 2018
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BGC World Music Festival benefiting the Boys & Girls Clubs of North Central Texas will be held Saturday, May 12, 2018 in Arrowhead Park.

Public Comment

Eddy Davis, 1500 Turbeville Road, stated he was here on behalf of his landlord Ron Furtick. His mother has lived in Hickory Creek Estates for many years. Four years ago, when his mother almost passed away, he and his wife moved here from Georgia. They stayed with his mother until she was well and then Mr. Furtick rented them a place next door to her. He thanked Mr. Furtick for being a god send to him and his mother.

Ron Furtick, 1500 Turbeville Road, stated he received the letter from the attorney regarding the ethics complaint he filed. The letter was sent to the wrong address. He wants to work with the council and would like for them to be his friends. Dealing with Hickory Creek is difficult. In no way shape or form does he accept the argument in the letter he received from the town attorney regarding the ethics complaint. The ethics board should convene and decide if there is a conflict of interest especially during an election. Mr. Furtick claimed property the town was considering purchasing was previously owned by the city manager. Development will roll right over Hickory Creek and one of the greatest opportunities anyone has ever had will be wasted.

Item B - Public Hearing

No public hearing.

Item C – Consent Agenda Items

1. March 2018 Council Meeting Minutes
2. March 2018 Financial Statements
3. Resolution designating Whataburger as the 2017 Business of the Year.
4. Resolution designating Robert and Mary Armstrong as the 2017 Citizen of the Year.
5. Resolution designating Morgan Mayfield and Brendan Leyden as the 2017 Scholar of the Year.
6. Resolution designating Mason Meeks as the 2017 Sportsman of the Year.
7. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas correcting a clerical error in Chapter 10 Subdivision Regulations; Article VIII, Plat Requirements.
8. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas correcting a clerical error in Chapter 14: Zoning, Article IV: Classification of Districts, Section 3, Subsection 13.

Motion: made by Councilmember Gordon to approve consent agenda Items C1 and C8 as presented. Motion seconded by Councilmember Elrod.

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

Nays: None

MOTION PASSED UNANIMOUSLY

Item D – Regular Agenda Items

D (1) - Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Oncor Electric Delivery Company, LLC.

Jeffrey McSpedden, Director of Public Works, provided an overview to the town council regarding streetlight maintenance and related costs for LED streetlights. Mr. McSpedden recommend Option 2. Oncor would change all streetlights as they burnout to a LED fixture. The City would be responsible for the payment of the appropriate LED streetlight rate in accordance the Oncor’s Tariff for Retail Delivery Service, Street Lighting Service.

Motion: made by Councilmember Gordon to approve resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Oncor Electric Delivery Company, LLC. Option 2. Motion seconded by Councilmember DuPree.

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

Nays: None

Abstained: Councilmember Elrod

MOTION PASSED UNANIMOUSLY

D (2) - Consider and act on a resolution by the Town of Hickory Creek, Texas denying the distribution cost recovery factor rate request of Oncor Electric Delivery Company, LLC made on or about April 5, 2018; authorizing participation in a coalition of similarly situated cities; authorizing participation in related rate proceedings; requiring the reimbursement of municipal rate case expenses; authorizing the retention of special counsel.

Motion: made by Councilmember Gordon to approve resolution 2018-0417-6 as presented. Motion seconded by Councilmember Theodore.

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

Nays: None

Abstained: Councilmember Elrod

MOTION PASSED UNANIMOUSLY

D (3) - Consider and act on a resolution nominating one candidate to a slate of nominees for the board of managers of the Denco Area 9-1-1 District.

Motion: made by Councilmember Kenney to approve a resolution nominating one candidate to a slate of nominees for the board of managers of the Denco Area 9-1-1 District. Motion seconded by Councilmember Elrod.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (4) Consider and act on an agreement for professional engineering services with Halff Associates, Inc. for Sycamore Bend Road Widening.

Motion: made by Councilmember Kenney to approve an agreement for professional engineering services with Halff Associates, Inc. for Sycamore Bend Road Widening in amount not to exceed \$12,240.00. Motion seconded by Councilmember DuPree.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (5) Consider and act on an agreement for professional engineering services with Halff Associates, Inc. for Sycamore Bend Trail.

Motion: made by Councilmember Theodore to approve an agreement for professional engineering services with Halff Associates, Inc. for Sycamore Bend Trail in an amount not to exceed \$22,750.00. Motion seconded by Councilmember Elrod.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (6) - Consider and act on an ordinance amending the 2017-2018 Fiscal Year Budget.

Motion: made by Councilmember Theodore to approve an ordinance amending the 2017-2018 Fiscal Year Budget. Motion seconded by Councilmember Gordon.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (7) - Consider and act on purchasing equipment for the public works department.

Motion: made by Councilmember Gordon to approve the BuyBoard Quote by Associated Supply Company Inc. to purchase a backhoe in an amount not to exceed \$88,639.40. Motion seconded by Councilmember DuPree.

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

Nays: None

MOTION PASSED UNANIMOUSLY

D (8) - Discussion regarding current road and sidewalk projects.

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

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

Town Council did not convene into executive session.

Item F - Reconvene into Open Session:

Town Council did not convene into executive session.

Item G – Adjournment

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

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

Nays: None

MOTION PASSED UNANIMOUSLY

The meeting did then stand adjourned at 7:56 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 05/15/2018

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.2

April 2018 Financial Statements

Town of Hickory Creek
Balance Sheet
As of April 30, 2018

	<u>Apr 30, 18</u>
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	17,456.18
BOA - Drug Forfeiture	1,251.09
BOA - Drug Seizure	592.14
BOA - General Fund	277,862.12
BOA - Parks and Recreation	118,265.64
BOA - Payroll	260.00
BOA - Police State Training	5,176.17
Logic Animal Shelter Facility	9,145.81
Logic Harbor Ln-Sycamore Bend	3,188.94
Logic Investment Fund	3,387,049.81
Logic Street & Road Improvement	2,154,650.76
Logic Turbeville Road	205,163.95
Total Checking/Savings	<u>6,180,062.61</u>
Accounts Receivable	
Municipal Court Payments	6,151.90
Total Accounts Receivable	<u>6,151.90</u>
Total Current Assets	6,186,214.51
Other Assets	
Harbor Lane/Sycamore Bend Road	-8,750.00
Total Other Assets	<u>-8,750.00</u>
TOTAL ASSETS	<u><u>6,177,464.51</u></u>
LIABILITIES & EQUITY	0.00

Town of Hickory Creek
Profit & Loss
April 2018

	<u>Apr 18</u>
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	2,703.98
4004 M&O Penalties & Interest	155.30
4006 Delinquent M&O	12.44
4008 I&S Debt Service	2,330.74
4010 I&S Penalties & Interest	134.16
4012 Delinquent I&S	11.94
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Total Ad Valorem Tax Revenue	5,348.56
Building Department Revenue	
4102 Building Permits	21,346.33
4104 Certificate of Occupancy	300.00
4106 Contractor Registration	225.00
4124 Sign Permits	50.00
4130 Vendor Fee	75.00
4132 Alarm Permit Fees	50.00
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Total Building Department Revenue	22,046.33
Franchise Fee Revenue	
4208 CoServ	1,167.66
4210 Oncor Electric	2,106.32
4212 Waste Management	8,267.56
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Total Franchise Fee Revenue	11,541.54
Interest Revenue	
4302 Animal Shelter Interest	14.78
4308 Drug Forfeiture Interest	0.02
4310 Drug Seizure Interest	0.01
4314 Logic Investment Interest	5,362.17
4320 Logic Street/Road Improv.	3,411.11
4322 Logic Turbeville Road	324.80
4326 PD State Training Interest	0.09
4328 Logic Harbor/Sycamore Bend	5.05
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Total Interest Revenue	9,118.03
Miscellaneous Revenue	
4502 Animal Adoption & Impound	765.00
4508 Annual Park Passes	2,958.20
4510 Arrowhead Park Fees	2,304.00
4530 Other Receivables	152.13
4536 Point Vista Park Fees	535.00
4550 Sycamore Bend Fees	1,824.00
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Total Miscellaneous Revenue	8,538.33
Municipal Court Revenue	
4602 Building Security Fee	1,243.07
4604 Citations	68,988.58
4606 Court Technology	1,657.43

Town of Hickory Creek
Profit & Loss
April 2018

	<u>Apr 18</u>
4612 State Court Costs	30,087.77
Total Municipal Court Revenue	101,976.85
Sales Tax Revenue	
4702 Sales Tax General Fund	61,211.04
4704 Sales Tax Road Maintenance	12,242.21
4706 Sales Tax 4B Corporation	24,484.42
Total Sales Tax Revenue	97,937.67
Total Income	256,507.31
Gross Profit	256,507.31
Expense	
Capital Outlay	
5010 Street Maintenance	3,664.08
5012 Streets & Road Improvement	43,438.01
Total Capital Outlay	47,102.09
Debt Service	
5106 2012 Refunding Bond Series	125.00
5108 2012 Tax Note Series	125.00
5110 2015 Refunding Bond Series	125.00
5112 2015 C.O. Series	125.00
Total Debt Service	500.00
General Government	
5202 Bank Service Charges	25.00
5206 Computer Hardware/Software	251.79
5208 Copier Rental	532.62
5210 Dues & Memberships	1,137.00
5212 EDC Tax Payment	24,484.42
5214 Election Expenses	124.20
5222 Office Supplies & Equip.	336.15
5224 Postage	139.04
5226 Community Cause	300.25
5228 Town Council/Board Expense	48.06
5230 Training & Education	199.00
Total General Government	27,577.53
Municipal Court	
5302 Books & Subscriptions	39.00
5304 Building Security	345.64
5312 Court Technology	1,042.00
5318 Merchant Fees/Credit Cards	-206.42
5322 Office Supplies/Equipment	26.16
5324 State Court Costs	81,283.68
5332 Warrants Collected	9,118.29
Total Municipal Court	91,648.35
Parks and Recreation	

Town of Hickory Creek
Profit & Loss
April 2018

	<u>Apr 18</u>
5408 Tanglewood Park	32.16
Total Parks and Recreation	32.16
Parks Corps of Engineer	
5432 Arrowhead	200.76
5434 Harbor Grove	214.44
5436 Point Vista	108.85
5438 Sycamore Bend	6,344.38
Total Parks Corps of Engineer	6,868.43
Personnel	
5502 Administration Wages	20,223.95
5504 Municipal Court Wages	7,702.73
5506 Police Wages	47,536.95
5507 Police Overtime Wages	0.00
5508 Public Works Wages	13,248.37
5509 Public Works Overtime Wage	229.66
5510 Health Insurance	18,264.92
5514 Payroll Expense	1,362.43
5516 Employment Exams	45.00
Total Personnel	108,614.01
Police Department	
5602 Auto Gas & Oil	2,509.27
5606 Auto Maintenance & Repair	4,897.82
5612 Computer Hardware/Software	3,784.67
5614 Crime Lab Analysis	313.13
5626 Office Supplies/Equipment	322.18
5630 Personnel Equipment	460.00
5634 Travel Expense	306.72
5636 Uniforms	881.04
5640 Training & Education	768.54
5648 K9 Unit	1,053.85
Total Police Department	15,297.22
Public Works Department	
5706 Animal Control Supplies	33.95
5710 Auto Gas & Oil	1,885.10
5714 Auto Maintenance/Repair	11,026.26
5716 Beautification	2,711.69
5722 Equipment	-36,608.23
5724 Equipment Maintenance	2,406.34
5728 Equipment Supplies	1,013.64
5732 Office Supplies/Equipment	177.56
5734 Radios	666.36
5740 Travel Expense	27.67
5742 Uniforms	471.77
5748 Landscaping Services	16,073.99
Total Public Works Department	-113.90

Town of Hickory Creek
Profit & Loss
April 2018

	<u>Apr 18</u>
Services	
5804 Attorney Fees	18,953.35
5806 Audit	13,000.00
5812 Document Management	147.04
5814 Engineering	3,142.74
5818 Inspections	5,110.00
5822 Legal Notices/Advertising	72.90
5824 Library Services	50.00
5828 Printing	45.96
5832 Computer Technical Support	80.00
5846 Span Transit Services	55.00
Total Services	<u>40,656.99</u>
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	22,253.09
5906 Gas	139.80
5908 Street Lighting	545.28
5910 Telephone	3,964.95
5912 Water	1,006.96
Total Utilities & Maintenance	<u>27,910.08</u>
Total Expense	<u>366,092.96</u>
Net Ordinary Income	<u>-109,585.65</u>
Net Income	<u><u>-109,585.65</u></u>

Town of Hickory Creek
Budget vs. Actual Year to Date 58.31%
 October 2017 through April 2018

	Oct '17 - Apr 18	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	909,670.40	928,583.00	98.0%
4004 M&O Penalties & Interest	4,560.63	5,000.00	91.2%
4006 Delinquent M&O	2,807.21	3,000.00	93.6%
4008 I&S Debt Service	782,255.01	800,411.00	97.7%
4010 I&S Penalties & Interest	2,483.10	2,500.00	99.3%
4012 Delinquent I&S	1,714.73	2,000.00	85.7%
Total Ad Valorem Tax Revenue	1,703,491.08	1,741,494.00	97.8%
Building Department Revenue			
4102 Building Permits	206,392.35	285,000.00	72.4%
4104 Certificate of Occupancy	775.00	600.00	129.2%
4106 Contractor Registration	3,825.00	5,000.00	76.5%
4108 Preliminary/Final Plat	1,230.00	1,300.00	94.6%
4110 Prelim/Final Site Plan	2,551.00	2,600.00	98.1%
4112 Health Inspections	6,900.00	10,120.00	68.2%
4122 Septic Permits	2,550.00	3,400.00	75.0%
4124 Sign Permits	730.00	800.00	91.3%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	500.00	750.00	66.7%
4130 Vendor Fee	225.00	200.00	112.5%
4132 Alarm Permit Fees	950.00	1,800.00	52.8%
Total Building Department Revenue	226,628.35	311,770.00	72.7%
Franchise Fee Revenue			
4202 Atmos Energy	0.00	28,750.00	0.0%
4204 Charter Communications	24,850.59	34,500.00	72.0%
4206 CenturyLink	1,825.10	4,200.00	43.5%
4208 CoServ	3,471.14	4,200.00	82.6%
4210 Oncor Electric	137,050.18	134,944.00	101.6%
4212 Waste Management	31,350.38	36,000.00	87.1%
Total Franchise Fee Revenue	198,547.39	242,594.00	81.8%
Interest Revenue			
4302 Animal Shelter Interest	82.89	55.00	150.7%
4308 Drug Forfeiture Interest	0.42	1.00	42.0%
4310 Drug Seizure Interest	0.07	1.00	7.0%
4314 Logic Investment Interest	26,975.73	32,000.00	84.3%
4320 Logic Street/Road Improv.	19,045.44	18,000.00	105.8%
4322 Logic Turbeville Road	1,813.47	2,200.00	82.4%
4326 PD State Training Interest	0.62	1.00	62.0%
4328 Logic Harbor/Sycamore Bend	438.08	100.00	438.1%
Total Interest Revenue	48,356.72	52,358.00	92.4%
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	4,774.50	6,500.00	73.5%
4506 Animal Shelter Donations	922.30	1,000.00	92.2%
4508 Annual Park Passes	12,482.41	20,000.00	62.4%
4510 Arrowhead Park Fees	8,390.51	15,000.00	55.9%
4512 Beer & Wine Permit	0.00	60.00	0.0%
4516 Corp Parks Prior Year Rev	0.00	28,218.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 58.31%
 October 2017 through April 2018

	Oct '17 - Apr 18	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	45,778.33	45,778.00	100.0%
4524 Fund Balance Reserve	0.00	477,628.95	0.0%
4526 Mineral Rights	211.47	300.00	70.5%
4528 NSF Fees	0.00	50.00	0.0%
4530 Other Receivables	132,571.48	135,000.00	98.2%
4534 PD State Training	1,318.87	1,319.00	100.0%
4536 Point Vista Park Fees	2,209.00	5,000.00	44.2%
4546 Street Bond Proceeds	0.00	420,603.05	0.0%
4550 Sycamore Bend Fees	7,855.25	12,000.00	65.5%
4554 Building Security Fund Res	0.00	0.00	0.0%
4556 Court Tech Fund Reserve	0.00	7,650.00	0.0%
4558 Harbor Lane/Sycamore Bend	3,500.00	3,500.00	100.0%
Total Miscellaneous Revenue	220,014.12	1,179,607.00	18.7%
Municipal Court Revenue			
4602 Building Security Fee	6,878.53	11,250.00	61.1%
4604 Citations	400,110.35	625,000.00	64.0%
4606 Court Technology	9,171.36	15,000.00	61.1%
4612 State Court Costs	168,892.30	256,250.00	65.9%
Total Municipal Court Revenue	585,052.54	907,500.00	64.5%
Sales Tax Revenue			
4702 Sales Tax General Fund	550,610.48	934,375.00	58.9%
4704 Sales Tax Road Maintenance	110,122.09	186,875.00	58.9%
4706 Sales Tax 4B Corporation	220,244.21	373,750.00	58.9%
4708 Sales Tax Mixed Beverage	0.00	0.00	0.0%
Total Sales Tax Revenue	880,976.78	1,495,000.00	58.9%
Total Income	3,863,066.98	5,964,323.00	64.8%
Gross Profit	3,863,066.98	5,964,323.00	64.8%
Expense			
Capital Outlay			
5010 Street Maintenance	5,946.11	186,875.00	3.2%
5012 Streets & Road Improvement	464,041.06	420,604.00	110.3%
5020 Main Street Reconstruction	1,625.00	1,625.00	100.0%
5022 Parks and Rec Improvements	0.00	60,218.00	0.0%
5024 Public Safety Improvements	26,302.12	156,000.00	16.9%
5026 Fleet Purchase/Replacement	126,296.37	126,298.00	100.0%
Total Capital Outlay	624,210.66	951,620.00	65.6%
Debt Service			
5106 2012 Refunding Bond Series	11,512.22	147,660.00	7.8%
5108 2012 Tax Note Series	2,039.30	118,818.00	1.7%
5110 2015 Refunding Bond Series	63,475.00	308,000.00	20.6%
5112 2015 C.O. Series	61,625.00	271,700.00	22.7%
Total Debt Service	138,651.52	846,178.00	16.4%
General Government			
5202 Bank Service Charges	208.98	250.00	83.6%
5204 Books & Subscriptions	307.47	400.00	76.9%
5206 Computer Hardware/Software	10,945.41	22,500.00	48.6%
5208 Copier Rental	3,235.06	3,500.00	92.4%
5210 Dues & Memberships	1,905.94	1,800.00	105.9%

Town of Hickory Creek
Budget vs. Actual Year to Date 58.31%
 October 2017 through April 2018

	Oct '17 - Apr 18	Budget	% of Budget
5212 EDC Tax Payment	220,244.21	373,750.00	58.9%
5214 Election Expenses	174.20	10,000.00	1.7%
5216 Volunteer/Staff Events	5,555.69	8,000.00	69.4%
5218 General Communications	12,259.31	22,000.00	55.7%
5222 Office Supplies & Equip.	1,590.11	1,800.00	88.3%
5224 Postage	1,571.43	4,500.00	34.9%
5226 Community Cause	1,308.91	3,000.00	43.6%
5228 Town Council/Board Expense	1,980.33	4,000.00	49.5%
5230 Training & Education	714.00	2,000.00	35.7%
5232 Travel Expense	1,249.25	2,500.00	50.0%
5234 Staff Uniforms	651.61	700.00	93.1%
Total General Government	263,901.91	460,700.00	57.3%
Municipal Court			
5302 Books & Subscriptions	99.25	100.00	99.3%
5304 Building Security	1,454.92	11,250.00	12.9%
5312 Court Technology	3,505.78	22,650.00	15.5%
5314 Dues & Memberships	40.00	180.00	22.2%
5318 Merchant Fees/Credit Cards	-2,368.12	0.00	100.0%
5322 Office Supplies/Equipment	806.27	1,500.00	53.8%
5324 State Court Costs	207,765.94	256,250.00	81.1%
5326 Training & Education	200.00	1,200.00	16.7%
5328 Travel Expense	197.14	400.00	49.3%
5330 Warrant Roundup	0.00	0.00	0.0%
5332 Warrants Collected	-2,466.17	0.00	100.0%
Total Municipal Court	209,235.01	293,530.00	71.3%
Parks and Recreation			
5402 Events	0.00	3,000.00	0.0%
5404 Marketing	0.00	500.00	0.0%
5406 Professional Dues	0.00	400.00	0.0%
5408 Tanglewood Park	797.38	2,000.00	39.9%
5410 Travel and Training	0.00	0.00	0.0%
5412 KHCB	150.00	1,000.00	15.0%
5414 Tree City USA	800.20	1,500.00	53.3%
5416 Town Hall Park	0.00	1,000.00	0.0%
5418 Glenview Park	0.00	47,500.00	0.0%
Total Parks and Recreation	1,747.58	56,900.00	3.1%
Parks Corps of Engineer			
5432 Arrowhead	3,178.83	7,000.00	45.4%
5434 Harbor Grove	496.26	2,000.00	24.8%
5436 Point Vista	1,895.17	5,000.00	37.9%
5438 Sycamore Bend	10,960.25	216,000.00	5.1%
Total Parks Corps of Engineer	16,530.51	230,000.00	7.2%
Personnel			
5502 Administration Wages	149,751.49	261,240.00	57.3%
5504 Municipal Court Wages	56,954.88	99,840.00	57.0%
5506 Police Wages	353,769.76	630,940.00	56.1%
5507 Police Overtime Wages	1,821.05	6,000.00	30.4%
5508 Public Works Wages	98,553.00	177,075.00	55.7%
5509 Public Works Overtime Wage	986.85	1,600.00	61.7%
5510 Health Insurance	129,374.85	226,700.00	57.1%
5512 Longevity	10,184.00	10,184.00	100.0%
5514 Payroll Expense	12,307.29	16,500.00	74.6%
5516 Employment Exams	225.00	1,500.00	15.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 58.31%
 October 2017 through April 2018

	Oct '17 - Apr 18	Budget	% of Budget
5518 Retirement (TMRS)	51,075.92	138,875.00	36.8%
5520 Unemployment (TWC)	100.39	1,000.00	10.0%
5522 Workman's Compensation	23,704.24	23,703.00	100.0%
Total Personnel	888,808.72	1,595,157.00	55.7%
Police Department			
5602 Auto Gas & Oil	15,608.62	25,000.00	62.4%
5606 Auto Maintenance & Repair	28,639.70	40,000.00	71.6%
5608 Auto New Equipment	0.00	0.00	0.0%
5610 Books & Subscriptions	344.26	500.00	68.9%
5612 Computer Hardware/Software	26,440.67	30,279.00	87.3%
5614 Crime Lab Analysis	1,513.43	2,000.00	75.7%
5616 Drug Forfeiture	0.00	0.00	0.0%
5618 Dues & Memberships	295.00	400.00	73.8%
5626 Office Supplies/Equipment	988.56	1,500.00	65.9%
5628 PD State Training	0.00	0.00	0.0%
5630 Personnel Equipment	9,372.61	10,000.00	93.7%
5632 Radios	0.00	0.00	0.0%
5634 Travel Expense	3,627.08	3,500.00	103.6%
5636 Uniforms	8,231.16	8,000.00	102.9%
5640 Training & Education	2,984.54	7,000.00	42.6%
5644 Citizens on Patrol	0.00	200.00	0.0%
5646 Community Outreach	69.08	750.00	9.2%
5648 K9 Unit	14,590.52	20,000.00	73.0%
Total Police Department	112,705.23	149,129.00	75.6%
Public Works Department			
5702 Animal Control Donation	0.00	1,000.00	0.0%
5704 Animal Control Equipment	2,459.00	3,000.00	82.0%
5706 Animal Control Supplies	498.44	1,000.00	49.8%
5708 Animal Control Vet Fees	2,228.07	5,000.00	44.6%
5710 Auto Gas & Oil	6,988.25	10,000.00	69.9%
5714 Auto Maintenance/Repair	18,570.43	10,000.00	185.7%
5716 Beautification	14,208.98	50,000.00	28.4%
5718 Computer Hardware/Software	0.00	500.00	0.0%
5720 Dues & Memberships	50.00	3,500.00	1.4%
5722 Equipment	-32,183.44	58,500.00	-55.0%
5724 Equipment Maintenance	7,062.65	8,000.00	88.3%
5726 Equipment Rental	27.28	6,000.00	0.5%
5728 Equipment Supplies	3,794.20	6,500.00	58.4%
5732 Office Supplies/Equipment	447.72	800.00	56.0%
5734 Radios	1,831.70	3,200.00	57.2%
5738 Training	235.00	800.00	29.4%
5740 Travel Expense	59.30	1,000.00	5.9%
5742 Uniforms	2,119.32	2,500.00	84.8%
5748 Landscaping Services	49,836.23	107,500.00	46.4%
Total Public Works Department	78,233.13	278,800.00	28.1%
Services			
5802 Appraisal District	5,042.52	10,500.00	48.0%
5804 Attorney Fees	45,276.47	50,000.00	90.6%
5806 Audit	13,500.00	13,500.00	100.0%
5808 Codification	375.00	1,500.00	25.0%
5812 Document Management	618.95	1,000.00	61.9%
5814 Engineering	5,465.68	30,000.00	18.2%
5816 General Insurance	28,973.70	28,974.00	100.0%
5818 Inspections	30,548.00	46,875.00	65.2%

Town of Hickory Creek
Budget vs. Actual Year to Date 58.31%
 October 2017 through April 2018

	Oct '17 - Apr 18	Budget	% of Budget
5820 Fire Service	460,224.75	611,405.00	75.3%
5822 Legal Notices/Advertising	645.70	2,000.00	32.3%
5824 Library Services	250.00	500.00	50.0%
5826 Municipal Judge	5,760.00	11,520.00	50.0%
5828 Printing	838.32	1,600.00	52.4%
5830 Tax Collection	2,832.91	2,833.00	100.0%
5832 Computer Technical Support	28,765.92	30,000.00	95.9%
5838 DCCAC	0.00	500.00	0.0%
5840 Denton County Dispatch	0.00	27,950.00	0.0%
5844 Helping Hands	0.00	300.00	0.0%
5846 Span Transit Services	55.00	1,500.00	3.7%
5848 DCFOF	0.00	500.00	0.0%
Total Services	629,172.92	872,957.00	72.1%
Special Events			
6004 Fourth of July Celebration	0.00	4,000.00	0.0%
6008 Tree Lighting	4,851.44	4,852.00	100.0%
Total Special Events	4,851.44	8,852.00	54.8%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	91,174.44	124,500.00	73.2%
5904 Electric	9,920.06	30,000.00	33.1%
5906 Gas	1,665.15	2,000.00	83.3%
5908 Street Lighting	14,196.00	32,000.00	44.4%
5910 Telephone	13,465.21	23,000.00	58.5%
5912 Water	6,861.85	9,000.00	76.2%
Total Utilities & Maintenance	137,282.71	220,500.00	62.3%
Total Expense	3,105,331.34	5,964,323.00	52.1%
Net Ordinary Income	757,735.64	0.00	100.0%
Net Income	757,735.64	0.00	100.0%

Town of Hickory Creek
Expenditures over \$1,000.00
 April 2018

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5010 Street Maintenance				
Bill	04/27/2018	0053...	Waste Management of DFW RDF	1,094.72
Bill	04/03/2018	Invoi...	Martin Marietta Materials	1,125.47
Bill	04/27/2018	Stat...	Martin Marietta Materials	1,125.47
Total 5010 Street Maintenance				3,345.66
5012 Streets & Road Improvement				
Bill	04/16/2018	Invoi...	Halff Associates, Inc.	1,204.17
Bill	04/16/2018	Invoi...	Halff Associates, Inc.	1,388.65
Bill	04/16/2018	Invoi...	Halff Associates, Inc.	3,210.00
Bill	04/16/2018	Invoi...	Halff Associates, Inc.	4,250.00
Bill	04/03/2018	Invoi...	Halff Associates, Inc.	4,875.00
Bill	04/03/2018	Invoi...	Halff Associates, Inc.	24,880.00
Total 5012 Streets & Road Improvement				39,807.82
Total Capital Outlay				43,153.48
General Government				
5210 Dues & Memberships				
Check	04/03/2018	3536	Texas Municipal League	1,137.00
Total 5210 Dues & Memberships				1,137.00
5212 EDC Tax Payment				
Check	04/16/2018	3542	Hickory Creek Economic Development	24,484.42
Total 5212 EDC Tax Payment				24,484.42
Total General Government				25,621.42
Municipal Court				
5324 State Court Costs				
Check	04/26/2018		State Comptroller	81,283.68
Total 5324 State Court Costs				81,283.68
5332 Warrants Collected				
Deposit	04/16/2018		Deposit	-1,380.00
Bill	04/19/2018	Rep...	OmniBase Services Texas, LP	1,390.70
Bill	04/03/2018	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	1,777.54
Bill	04/26/2018	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	2,773.77
Bill	04/27/2018	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	3,708.86
Bill	04/03/2018	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	5,892.97
Total 5332 Warrants Collected				14,163.84
Total Municipal Court				95,447.52
Parks Corps of Engineer				
5438 Sycamore Bend				
Bill	04/27/2018	Invoi...	Summit Supply Corporation of Colorado	2,064.09
Bill	04/03/2018	Invoi...	Halff Associates, Inc.	3,474.13

Town of Hickory Creek
Expenditures over \$1,000.00
April 2018

Type	Date	Num	Name	Amount
			Total 5438 Sycamore Bend	5,538.22
			Total Parks Corps of Engineer	5,538.22
Police Department				
5602 Auto Gas & Oil				
Check	04/27/2018	Debit	WEX INC DESFLEET DEBI	2,474.67
			Total 5602 Auto Gas & Oil	2,474.67
5606 Auto Maintenance & Repair				
Bill	04/16/2018	Bill #...	Huffines Chrysler Jeep Dodge	1,798.60
			Total 5606 Auto Maintenance & Repair	1,798.60
5612 Computer Hardware/Software				
Bill	04/03/2018	Invoi...	Superion, LLC	2,350.00
			Total 5612 Computer Hardware/Software	2,350.00
			Total Police Department	6,623.27
Public Works Department				
5710 Auto Gas & Oil				
Check	04/27/2018	Debit	WEX INC DESFLEET DEBI	1,121.82
			Total 5710 Auto Gas & Oil	1,121.82
5714 Auto Maintenance/Repair				
Bill	04/03/2018	Invoi...	Jack's Paint & Body, Inc.	2,030.93
Bill	04/26/2018	In-0...	Inland Truck Parts & Service	6,081.88
			Total 5714 Auto Maintenance/Repair	8,112.81
5716 Beautification				
Bill	04/27/2018	Invoi...	United Rentals	1,059.87
			Total 5716 Beautification	1,059.87
5722 Equipment				
Deposit	04/30/2018		Deposit	-36,608.23
			Total 5722 Equipment	-36,608.23
5724 Equipment Maintenance				
Bill	04/27/2018	Invoi...	Pro Tire	2,232.00
			Total 5724 Equipment Maintenance	2,232.00
5748 Landscaping Services				
Check	04/19/2018	Debit	CHECKCARD 0418 Grassperson Lawn	1,837.92
Check	04/19/2018	Debit	CHECKCARD 0418 Grassperson Lawn	2,152.71
Check	04/30/2018	3547	Three Kings Grounds Keeping	12,083.36
			Total 5748 Landscaping Services	16,073.99
			Total Public Works Department	-8,007.74

Services

8:56 AM
 05/10/18
 Accrual Basis

Town of Hickory Creek
Expenditures over \$1,000.00
 April 2018

Type	Date	Num	Name	Amount
5804 Attorney Fees				
Bill	04/03/2018	9975...	Hayes, Berry, White & Vanzant	1,294.25
Bill	04/16/2018	9975...	Hayes, Berry, White & Vanzant	1,464.40
Bill	04/16/2018	9975...	Hayes, Berry, White & Vanzant	1,509.25
Bill	04/16/2018	Acc...	Hayes, Berry, White & Vanzant	2,495.03
Bill	04/03/2018	9975...	Hayes, Berry, White & Vanzant	3,730.50
Bill	04/03/2018	9975...	Hayes, Berry, White & Vanzant	4,011.71
Bill	04/16/2018	Acc...	Hayes, Berry, White & Vanzant	4,011.71
Total 5804 Attorney Fees				18,516.85
5806 Audit				
Check	04/16/2018	3541	Hankins, Eastup, Deaton, Tonn & Seay	13,000.00
Total 5806 Audit				13,000.00
5814 Engineering				
Bill	04/03/2018	Invoi...	Half Associates, Inc.	1,313.65
Bill	04/03/2018	Invoi...	Half Associates, Inc.	1,485.75
Total 5814 Engineering				2,799.40
5818 Inspections				
Bill	04/27/2018	Invoi...	Vaughn Inspections Plus, LLC	5,110.00
Total 5818 Inspections				5,110.00
Total Services				39,426.25
Utilities & Maintenance				
5902 Bldg Maintenance/Supplies				
Deposit	04/10/2018		CHECKCARD 0408 WAYFAIR*Wayfair	-1,555.91
Check	04/06/2018		CHECKCARD 0405 WAYFAIR*Wayfair	1,555.91
Check	04/06/2018		CHECKCARD 0405 WAYFAIR*Wayfair	1,555.91
Check	04/25/2018	3543	Douglas Specialties	16,875.00
Total 5902 Bldg Maintenance/Supplies				18,430.91
5910 Telephone				
Bill	04/27/2018	Acc...	CenturyLink	1,748.97
Bill	04/03/2018	Acc...	CenturyLink	1,749.78
Total 5910 Telephone				3,498.75
Total Utilities & Maintenance				21,929.66
Total Expense				229,732.08
Net Ordinary Income				-229,732.08
Net Income				-229,732.08



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: 04/01/2018 - 04/30/2018

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.9293%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 28 DAYS AND THE NET ASSET VALUE FOR 4/30/18 WAS .999964.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,131.32
04/30/2018	MONTHLY POSTING	9999888	14.49	9,145.81
	ENDING BALANCE			9,145.81

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,131.32
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	14.49
ENDING BALANCE	9,145.81
AVERAGE BALANCE	9,131.32

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	50.68





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: 04/01/2018 - 04/30/2018

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.9293%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 28 DAYS AND THE NET ASSET VALUE FOR 4/30/18 WAS ,999964.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			3,183.89
04/30/2018	MONTHLY POSTING	9999888	5.05	3,188.94
	ENDING BALANCE			3,188.94

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	3,183.89
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	5.05
ENDING BALANCE	3,188.94
AVERAGE BALANCE	3,183.89

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	17.69





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: 04/01/2018 - 04/30/2018

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.9293%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 28 DAYS AND THE NET ASSET VALUE FOR 4/30/18 WAS .999964.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			3,381,687.64
04/30/2018	MONTHLY POSTING	9999888	5,362.17	3,387,049.81
	ENDING BALANCE			3,387,049.81

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	3,381,687.64
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	5,362.17
ENDING BALANCE	3,387,049.81
AVERAGE BALANCE	3,381,687.64

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	850,000.00	124,850.00	18,449.02

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





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276005

ACCOUNT NAME: RESIDENTIAL STREET & RD IMPROV

STATEMENT PERIOD: 04/01/2018 - 04/30/2018

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.9293%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 28 DAYS AND THE NET ASSET VALUE FOR 4/30/18 WAS .999964.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			2,151,239.65
04/30/2018	MONTHLY POSTING	9999888	3,411.11	2,154,650.76
	ENDING BALANCE			2,154,650.76

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	2,151,239.65
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	3,411.11
ENDING BALANCE	2,154,650.76
AVERAGE BALANCE	2,151,239.65

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
RESIDENTIAL STREET & RD IMPROV	0.00	0.00	11,941.20





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: 04/01/2018 - 04/30/2018

LOGIC MONTHLY SUMMARY; THE AVERAGE MONTHLY RATE WAS 1.9293%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 28 DAYS AND THE NET ASSET VALUE FOR 4/30/18 WAS .999964.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			204,839.15
04/30/2018	MONTHLY POSTING	9999888	324.80	205,163.95
	ENDING BALANCE			205,163.95

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	204,839.15
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	324.80
ENDING BALANCE	205,163.95
AVERAGE BALANCE	204,839.15

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	1,137.00





Town of Hickory Creek COUNCIL MEMORANDUM

Date: 05/15/2018

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.3

Consider and act on an interlocal cooperation agreement for Shared Governance Communications and Dispatch Services System with Denton County, Texas.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount more fully described on *Exhibit "A"*, the Agency Workload and Cost Statistics.
- 5.2. The Agency shall complete *Exhibit "B"*, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County.
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four

(24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
 - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
 - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
 - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See *Exhibit "C"*.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in *Exhibit "B"* to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. **AGENCY LIABILITY.** The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. **COUNTY LIABILITY.** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Agency Workload and Cost Statistics
Exhibit B	Agency Payment Worksheet
Exhibit C	TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT

15. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 110 West Hickory, Room #207 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Hickory Creek Police Department
Contact Person	Chief Carey Dunn
Address	1075 Ronald Reagan Ave.
City, State, Zip	Hickory Creek, TX 75065
Telephone	940-497-3520

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

AGENCY

Mary Horn, County Judge
Denton County Commissioners Court
110 West Hickory, Room #207
Denton, Texas 76201
(940)349-2820

Lynn C. Clark, Mayor

Town of Hickory Creek

1075 Ronald Reagan Ave.

Hickory Creek, TX 75065

940-497-2528

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to content:

Denton County Sheriff's Office

Carey Dunn, Chief of Police

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Agency

**Exhibit A
Costs by Workload**

	A	B	C	E	F	G
1	Column1	Column2	Column3	Co		
2	FY 18-19 Dispatch Costs					
3	FY Budget	\$3,090,702.00				
4	1/2 Budget Amount	\$1,545,351.00				
5	Agency	% Workload *	Cost by Workload			
6	ARGYLE PD	0.808%	\$12,482			
7	ARGYLE ISD PD	0.019%	\$298			
8	AUBREY PD	0.900%	\$13,916			
9	AUBREY ISD PD	0.062%	\$961			
10	BARTONVILLE PD	0.328%	\$5,066			
11	CORINTH PD	5.800%	\$89,633			
12	DOUBLE OAK PD	0.329%	\$5,088			
13	HICKORY CREEK PD	1.896%	\$29,301			
14	JUSTIN PD	0.888%	\$13,723			
15	KRUM PD	1.337%	\$20,665			
16	LAKE DALLAS PD	2.056%	\$31,771			
17	LITTLE ELM PD	9.281%	\$143,428			
18	NCTC PD	0.003%	\$51			
19	NORTHEAST PD	1.375%	\$21,251			
20	NORTHLAKE PD	1.911%	\$29,525			
21	OAK POINT PD	1.630%	\$25,185			
22	PILOT POINT PD	0.892%	\$13,790			
23	PONDER PD	0.388%	\$6,000			
24	SANGER PD	2.345%	\$36,234			
25	TROPHY CLUB PD	2.546%	\$39,338			
26	ARGYLE FD	0.797%	\$12,317			
27	AUBREY FD	1.620%	\$25,034			
28	DOUBLE OAK VFD	0.000%	\$0			
29	JUSTIN FD VFD	0.000%	\$0			
30	KRUM FD	0.638%	\$9,860			
31	LAKE CITIES FD	1.739%	\$26,871			
32	LITTLE ELM FD	1.892%	\$29,243			
33	OAK POINT FD	0.382%	\$5,901			
34	PILOT POINT FD	0.554%	\$8,563			
35	PONDER VFD	0.000%	\$0			
36	SANGER FD	0.835%	\$12,905			
37	TROPHY CLUB FD	0.450%	\$6,961			
38	OTHER	3.00%	\$46,283	*		
39	SHERIFF'S OFC *	53.302%	\$2,369,056	*		
40	Totals	100.000%	\$3,090,701			
41						
42						
43	*SHERIFF'S OFFICE costs- Includes "OTHER" + Discounted Activity					
44	which is reduced from other entities total costs, as well as the					
45	remaining 1/2 of the total Communications Adopted Budget which					
46	other entities are not billed for at this time.					
47						
48	Volunteer Agencies					

Exhibit B

2018-19 Budget Year
Denton County Sheriff's Office
Communications Agreement
Agency Payment Worksheet

Agency:	Hickory Creek Police Department
Payment Contact Person:	Kristi K. Rogers
Phone Number:	940-497-2528
Address:	1075 Ronald Reagan Ave.
City, State, Zip	Hickory Creek, TX 75065
AGENCY TOTAL AMOUNT DUE	\$ 29,301.00

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	Denton County
Mail payments to:	Communications Agreement Payments Denton County Auditor 401 W. Hickory, Suite 423 Denton, Texas 76201-9026

Payment Plan Options	1	One Annual Payment (100%)
	2	Two Payments (50%)
	3	Four Payments (25%)
	4	Twelve Monthly Payments
	5	Other Payment Option

Agency MUST
Select One
Payment Option

Exhibit C

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2018-19

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF'S OFFICE
Non Twenty-Four Hour Terminal Agency	Town of Hickory Creek Police Department

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

By: Tracy Murphree

Title: Denton County Sheriff

Date: _____

By: Lynn C. Clark

Title: Town of Hickory Creek Mayor

Date: _____



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 05/15/2018

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.4

Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Texas DPS Law Enforcement Support Division.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2018-0515-1**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND TEXAS DPS LAW ENFORCEMENT SUPPORT DIVISION, 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 Interlocal Cooperation Agreement related to emergency communication equipment under Chapter 791 of the Texas Government Code, hereinafter the “Agreement”; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 15th day of May, 2018.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

Lance Vanzant, Town Attorney
Town of Hickory Creek, Texas

Agreement

This Memorandum of Understanding was agreed to 15th day of May, 2018.
 Please **complete, sign, scan, and then email THIS PAGE ONLY** as attached file to txswic@dps.texas.gov.

WHO SHOULD EXECUTE THIS AGREEMENT: Each jurisdiction must individually sign this agreement.

- An authorized representative of a City may sign for all public safety agencies in that city.
- A County may sign for volunteer fire departments (VFD) if the VFD is recognized in the county emergency management plan; however,
- A County CANNOT sign for all cities or other public safety agencies in the county that are not a part of county government since they are separate legal entities.
- A Council of Governments (COG) CANNOT sign for all jurisdictions within the COG.

Compliance with this TSICP and the SCIP are required to receive grant funds for communications equipment. Agencies and programmers should verify the latest version of these documents are being referenced; they can be found at <https://www.dps.texas.gov/LawEnforcementSupport/communications/interop/index.htm>

FOR JURISDICTION

Jurisdiction Name: Town of Hickory Creek Police Department

Authorized Signature: _____

Print Name: Lynn C. Clark

Title: Mayor

Jurisdiction Address: 1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

Phone: 940-497-2528 e-mail: lynn.clark@hickorycreek-tx.gov

Indicate the NUMBER of mobile, portable, temporary base, and/or mobile relay radios to be operated under TxDPS licenses or MSAT Authorization. For Federal Entity Interop and 700 Air-to-Ground channels, please mark the appropriate box with a checkmark or "X" if these channels are programmed or if programming is planned for the future.

	Mobile	Portable	Temporary Base-Mobile Relay	Federal Entity Interop Channels	700 Air-to-Ground Channels
150 MHz					N/A
450 MHz					N/A
700 MHz				N/A	
800 MHz NPSPAC				N/A	N/A
Mobile Satellite (MSAT)				N/A	N/A

(This information is required by TxDPS as a condition of its licenses from the FCC.)

TEXAS DEPARTMENT OF PUBLIC SAFETY AUTHORIZED SIGNATURE

Signature: _____

Todd M. Early, Director Public Safety Communications Service
 Texas DPS Law Enforcement Support Division, 5805 N. Lamar Boulevard, Austin, TX 78752

MEMORANDUM OF UNDERSTANDING
Texas Statewide Interoperability Channel Plan (TSICP)
(Original issue, April 1, 2005)

Texas Department of Public Safety
and the identified *Federal Agency, State Agency, Local Jurisdiction, or Emergency Service Organization*

Purpose

This Memorandum of Understanding (MOU) establishes permissions and guidelines for use of interoperability or mutual aid radio channels by:

- Local government jurisdictions and their associated emergency response agencies;
- State agencies in Texas and their associated emergency response organizations;
- Federal agency local units in Texas and their associated emergency response organizations,
- Local agency units in Texas and their associated emergency response organizations to use designated Federal interoperability channels, and;
- Private sector emergency response organizations licensed or otherwise entitled to operate in the Public Safety Pool as defined in Federal Communication Commission (FCC) Rules, Part 90 (47CFR, subpart B, paragraphs 90.15-90.20).

It imposes certain protocols, procedures, and obligations upon jurisdictions hereby authorized to use state-licensed radio channels held by the Texas Department of Public Safety (TxDPS).

This agreement supersedes any other previous versions of the MOU.

Authority

Execution of this agreement by state and local entities is authorized by Texas Government Code, Chapter 791 (local governments), Chapter 771 (state agencies), and Texas Government Code Chapter 411.0105 (Public Safety Radio Communications Council). This MOU satisfies FCC Part 90 rules for extending license privileges to others by agreement.

Federal agencies are permitted access to interoperability channels as authorized by the National Communications & Information Administration (NTIA) Manual, 47 CFR, Parts 2.102(c), 2.103; and 7.12. Federal agencies may execute this MOU and shall adhere to the attached guidelines.

Applicability

This MOU authorizes the use of certain radio frequencies by emergency response organizations as defined by the U.S. Department of Homeland Security's Office of Emergency Communications and the Texas Division of Emergency Management. Generally, this includes organizations in the following governmental disciplines:

**Emergency Management
Law Enforcement
Fire Service
Emergency Medical Services
Public Works / Transportation**

**Public Safety Communications
Public Health
Health Care
Hazardous Materials
Governmental Administration**

This MOU authorizes use of state-licensed frequencies for the purpose of coordination between emergency response agencies and resources. Such coordination may occur during interagency operations, en route travel, or on-incident communications in accordance with an Incident Communications Plan.

Background

The 77th Legislature, in an effort to provide for effective emergency radio communications by state agencies, called for an Interagency Radio Work Group (IRWG) to develop a state agency communications network. That group developed a preliminary plan that was accepted by the state IRWG and the Sheriffs' Association of Texas on March 27, 2001.

Subsequently, the IRWG determined that the state agency communications network should be expanded to include all public safety agencies in the state. This was accomplished by IRWG's development of the IRCIP of January, 2003.

In response to an FCC requirement for establishment of state / regional advisory committees, the Texas Interoperable Communications Coalition (TxICC) and the Texas Statewide Interoperable Communications Plan Executive Committee (SEC) were formally established as advisory committees to TxDPS.

The Texas Statewide Interoperability Channel Plan (TSICP), developed by the TxICC and included in this MOU, provides essential guidance for interoperable radio communications using VHF, UHF, 700 MHz, 800 MHz, and mobile satellite radio equipment for interagency coordination, en route travel, or on-incident communications.

Understandings

TxDPS will:

- Manage and maintain proper licenses for the use of the interoperability frequencies identified herein;
- Manage and maintain an accurate database of federal and state agencies and local government jurisdictions that have accepted and signed this MOU, and;
- Issue updates and revisions to the TSICP contained herein, upon request by the TxICC and the Director of the TxDPS.

Jurisdiction will:

- Participate in regional communications planning (generally arranged by a regional Council of Governments) that provides for regional radio communications interoperability.

- Manage use of the interoperability frequencies by its employees, ensuring compliance with the TSICP and federal / state / local laws, ordinances, and rules.
- Use the interoperability frequencies authorized hereby for their intended purpose of coordination between emergency response agencies and resources. Such coordination may occur during interagency operations, en route travel, or at the scene of an incident.
- Use the interoperability frequencies for operational and en route communications in accordance with local and regional policies and procedures.
- Use the interoperability frequencies for on-incident communications in accordance with the Incident Communications Plan established by the on-scene Incident Commander.
- Prioritize use of the interoperability frequencies:
 1. Emergency or urgent operation involving imminent danger to life or property;
 2. Disaster or extreme emergency operation requiring extensive interoperability and inter-agency communications;
 3. Special event, generally of a pre-planned nature;
 4. Joint training exercises, and
 5. Inter-agency and en route communications.
- Implement radio communications procedures consistent with the National Incident Management System (NIMS) and Incident Command System (ICS) including:
 - Use “plain language” without 10-codes or agency-specific codes/jargon;
 - Use the calling protocol: "Agency-Unit #, **this is** Agency-Unit #", rather than "Unit # **to** Unit #".

Examples: *"Bryan EMS 1605, this is Tyler Fire 2102"* or *"Incident Command, this is DPS 505"*
- Ensure that mobile, portable, and temporary base radios intended for use by agency leadership (officers) are configured with the appropriate in-band interoperability frequencies as found in the TSICP. This means that, as a minimum, the interoperable frequencies would be added to the day-to-day frequencies used by that entity.
- Ensure that interoperability calling channels are monitored at the Incident Command Post on major incidents requiring significant aid from agencies beyond routine local interoperability. Monitoring shall include one or more of the following:

CALLING CHANNEL NAME	USE
VCALL10	Analog VHF Calling Channel
UCALL40	Analog UHF Calling Channel
7CALL50	Digital P25 700 MHz Calling Channel
8CALL90	Analog National Calling Channel

Incident Command Post monitoring may be implemented using cross-band repeaters, communications operator console patching, or VHF/UHF/700/800 MHz fixed or mobile gateway.

It is suggested that the band-relevant interoperable call channel listed above be included in the 'home zone' used for day-to-day operations. This will enable radio users to easily turn to the interoperable channel on their mobile or portable radio when needed.

The parties mutually agree:

- Jurisdiction and TxDPS agree that their mutual interests will be furthered by continued coordination between the jurisdiction and the Office of the Texas Statewide Interoperability Coordinator (SWIC).
- Jurisdiction and TxDPS agree that this Memorandum of Understanding may be cancelled at any time, by written notice to the other party, or by subsequent agreements.
- Only one MOU per Jurisdiction or Governing Body is required to cover the departments and/or sub-agencies of each jurisdiction, as long as each department or sub-agency is listed on an accompanying attachment.

The attached *TSICP (Original Issue March 25, 2005)* is incorporated into this MOU in its entirety. The TSICP may be revised by TSICP Strategic Advisory Group (SAG) and TxDPS as needed, and revisions will be provided to Jurisdictions by TxDPS.

Should Jurisdiction elect to withdraw from this MOU because of TSICP revisions, notice shall be given by mail to:

Texas Department of Public Safety
Public Safety Communications Service
5805 N. Lamar Boulevard
Austin, TX 78752



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 05/15/2018

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.1

Consider and act on a resolution canvassing the May 5, 2018 General Election results.

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2018-0515-2**

A RESOLUTION OF THE TOWN OF HICKORY CREEK, TEXAS CANVASSING RETURNS AND DECLARING RESULTS OF THE MAY 5, 2018 GENERAL ELECTION; AND CONTAINING PROVISIONS NECESSARY AND INCIDENTAL THERETO.

WHEREAS, the Town Council of the Town of Hickory Creek duly authorized a general election to be held within the Town of Hickory Creek, Texas on May 5, 2018 for the purpose of electing a Mayor and town council members to Place 2 and Place 4.

WHEREAS, the Election officers who held said Election have duly made the return of the results thereof, and said returns have been duly delivered to the Town Council;

WHEREAS, the Town Council finds and declares that the meeting at which this resolution is considered is open to the public as required by law, and the public notice of the time, place and purpose of the meeting was given as required by Vernon's Ann. Texas Government Code, Chapter 551, as amended;

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

Section 1.

It is officially found and determined that said Election was duly ordered, that proper notice thereof was duly given, that proper Election officers were duly appointed prior to said Election, that said Election was duly and lawfully held, that due returns of the result of said Election have been made and delivered, and that this Town Council has duly canvassed said returns, all in accordance with law and the Ordinance calling said Election.

Section 2.

It is officially found and determined that the following votes were cast at said Election on the submitted propositions by the resident qualified electors of the Town who voted at said Election.

	Absentee	Early	Election Day	Total	Percent
Mayor					
Charles Cleary	10	73	127	210	34.37%
Lynn Clark	21	209	171	401	65.63%
Place 2					
Richard DuPree	17	214	162	393	65.07%
Charlotte Williamson	14	66	131	211	34.93%
Place 4					
Paul Kenney	19	218	166	403	66.83%
Kerby Pierre	12	61	127	200	33.17%

PASSED, ADOPTED and APPROVED this the 15th day of May 2018.

TOWN OF HICKORY CREEK

Lynn C. Clark., Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

APPROVED AS TO FORM:

Lance Vanzant, Town Attorney

Run Time 8:43 AM

5/5/2018

Run Date 05/10/2018

Page 1 of 4

Town of Hickory Creek Mayor

Precinct	Charles Cleary	Lynn Clark	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
3001 - 43	210	401	611	8	0	33	284	302	619	3094	20.01 %
Totals	210	401	611	8	0	33	284	302	619	3094	20.01 %

2018 May General and Special Elections

Run Time 8:43 AM
Run Date 05/10/2018

5/5/2018
Page 2 of 4

Town of Hickory Creek Council Place 2

Precinct	Richard DuPre	Charlotte Williamson	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
3001 - 43	393	211	604	15	0	33	284	302	619	3094	20.01 %
Totals	393	211	604	15	0	33	284	302	619	3094	20.01 %

Town of Hickory Creek Council Place 4

Precinct	Paul Kenney	Kerby Pierre	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
3001 - 43	403	200	603	16	0	33	284	302	619	3094	20.01 %
Totals	403	200	603	16	0	33	284	302	619	3094	20.01 %

**Town of Hickory Creek
Cumulative**

Run Time 9:02 AM
Run Date 05/09/2018

Denton County

2018 May General and Special Elections

5/5/2018

Page 1 of 2

Unofficial results

Registered Voters
619 of 3094 = 20.01 %

Town of Hickory Creek Mayor

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Charles Cleary		10	32.26%	73	25.89%	127	42.62%	210	34.37%
Lynn Clark		21	67.74%	209	74.11%	171	57.38%	401	65.63%
Cast Votes:		31	100.00%	282	100.00%	298	100.00%	611	100.00%
Undervotes:		2		2		4		8	
Overvotes:		0		0		0		0	

Town of Hickory Creek Council Place 2

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Richard DuPree		17	54.84%	214	76.43%	162	55.29%	393	65.07%
Charlotte Williamson		14	45.16%	66	23.57%	131	44.71%	211	34.93%
Cast Votes:		31	100.00%	280	100.00%	293	100.00%	604	100.00%
Undervotes:		2		4		9		15	
Overvotes:		0		0		0		0	

Town of Hickory Creek Council Place 4

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Paul Kenney		19	61.29%	218	78.14%	166	56.66%	403	66.83%
Kerby Pierre		12	38.71%	61	21.86%	127	43.34%	200	33.17%
Cast Votes:		31	100.00%	279	100.00%	293	100.00%	603	100.00%
Undervotes:		2		5		9		16	
Overvotes:		0		0		0		0	

**Town of Hickory Creek
Cumulative**

Run Time 9:02 AM
Run Date 05/09/2018

Denton County

2018 May General and Special Elections

5/5/2018

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Unofficial results

Registered Voters
619 of 3094 = 20.01 %

Town of Hickory Creek Proposition A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		13	41.94%	143	53.96%	159	55.21%	315	53.94%
Against		18	58.06%	122	46.04%	129	44.79%	269	46.06%
Cast Votes:		31	100.00%	265	100.00%	288	100.00%	584	100.00%
Undervotes:		2		19		14		35	
Overvotes:		0		0		0		0	



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 05/15/2018

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.2

Presentation of Certificates of Election and Administration of Oaths of Office to candidates elected.

No supporting documentation.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 05/15/2018

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.3

Consider and act on a resolution canvassing the May 5, 2018 Special Election results.

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2018-0515-3**

A RESOLUTION OF THE TOWN OF HICKORY CREEK, TEXAS CANVASSING RETURNS AND DECLARING RESULTS OF THE MAY 5, 2018 SPECIAL ELECTION; AND CONTAINING PROVISIONS NECESSARY AND INCIDENTAL THERETO.

WHEREAS, the Town Council of the Town of Hickory Creek duly authorized a special election to be held within the Town of Hickory Creek, Texas on May 5, 2018 for the purpose of submitting to the resident qualified electors of the Town the propositions hereinafter set forth;

WHEREAS, the Election officers who held said Election have duly made the return of the results thereof, and said returns have been duly delivered to the Town Council;

WHEREAS, the Town Council finds and declares that the meeting at which this resolution is considered is open to the public as required by law, and the public notice of the time, place and purpose of the meeting was given as required by Vernon's Ann. Texas Government Code, Chapter 551 as amended;

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

Section 1.

It is officially found and determined that said Election was duly ordered, that proper notice thereof was duly given, that proper Election officers were duly appointed prior to said Election, that said Election was duly and lawfully held, that due returns of the result of said Election have been made and delivered, and that this Town Council has duly canvassed said returns, all in accordance with law and the Ordinance calling said Election.

Section 2.

It is officially found and determined that the following votes were cast at said Election on the submitted propositions by the resident qualified electors of the Town who voted at said Election.

Town of Hickory Creek Proposition A

"The abolition of the Local Sales and Use Tax in Hickory Creek for the maintenance and repair of municipal streets; and the adoption of a Local Sales and Use Tax in Hickory Creek at the rate of one and one fourth percent."

The number of votes cast "FOR"	315
The number of votes cast "AGAINST"	269
The number of votes by which the proposition was approved:	46
Total votes cast:	584

PASSED, ADOPTED and APPROVED this the 15th day of May 2018.

TOWN OF HICKORY CREEK

Lynn C. Clark., Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

APPROVED AS TO FORM:

Lance Vanzant, Town Attorney

Run Time 8:43 AM

5/5/2018

Run Date 05/10/2018

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Town of Hickory Creek Proposition A

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
3001 - 43	315	269	584	35	0	33	284	302	619	3094	20.01 %
Totals	315	269	584	35	0	33	284	302	619	3094	20.01 %

**Town of Hickory Creek
Cumulative**

Run Time 9:02 AM
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Denton County

2018 May General and Special Elections

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Unofficial results

Registered Voters
619 of 3094 = 20.01 %

Town of Hickory Creek Mayor

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Undervotes:		2		2		4		8	
Overvotes:		0		0		0		0	

Town of Hickory Creek Council Place 2

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Richard DuPree		17	54.84%	214	76.43%	162	55.29%	393	65.07%
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Undervotes:		2		4		9		15	
Overvotes:		0		0		0		0	

Town of Hickory Creek Council Place 4

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Paul Kenney		19	61.29%	218	78.14%	166	56.66%	403	66.83%
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Undervotes:		2		5		9		16	
Overvotes:		0		0		0		0	

**Town of Hickory Creek
Cumulative**

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2018 May General and Special Elections

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Page 2 of 2

Unofficial results

Registered Voters

619 of 3094 = 20.01 %

Town of Hickory Creek Proposition A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		13	41.94%	143	53.96%	159	55.21%	315	53.94%
Against		18	58.06%	122	46.04%	129	44.79%	269	46.06%
Cast Votes:		31	100.00%	265	100.00%	288	100.00%	584	100.00%
Undervotes:		2		19		14		35	
Overvotes:		0		0		0		0	



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 05/15/2018

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.4

Consider and act on a resolution approving a First Amendment to Performance Agreement by and between Hickory Creek Economic Development Corporation and Hard Sun V, Inc, a Texas corporation.

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2018-0515-4**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, APPROVING A FIRST AMENDMENT TO PERFORMANCE AGREEMENT BY AND BETWEEN THE HICKORY CREEK ECONOMIC DEVELOPMENT CORPORATION AND HARD SUN V, INC., A TEXAS CORPORATION, FOR ECONOMIC DEVELOPMENT PURPOSES; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

WHEREAS, on or about September 19, 2017, the Town Council approved the original Performance Agreement by and between the EDC and Hard Sun V, Inc., a Texas corporation; and

WHEREAS, the parties desire to amend the original Performance Agreement to better address the mutual obligations of the parties.

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

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

Section 2. That the Town Council of the Town of Hickory Creek, Texas, finds and determines that the First Amendment to Performance Agreement with Hard Sun V, Inc., a copy of which is attached hereto as *Exhibit A*, and is incorporated herein for all purposes, will promote new and expanded business development, and is otherwise consistent with Sections 501.103, 505.152, and 505.158 of the Texas Local Government Code.

Section 3. That the Town Council of the Town of Hickory Creek, Texas, hereby approves the First Amendment to Performance Agreement with Hard Sun V, Inc., a copy of which is attached hereto as *Exhibit A*, and is incorporated herein for all purposes

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

DULY RESOLVED by the Town Council of the Town of Hickory Creek, Texas, on this the 15th day of May, 2018.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

Lance Vanzant, Town Attorney
Town of Hickory Creek, Texas

Exhibit A

First Amendment to Performance Agreement

**FIRST AMENDMENT
TO
PERFORMANCE AGREEMENT**

This **FIRST AMENDMENT TO PERFORMANCE AGREEMENT** (hereinafter referred to as the “First Amendment”) is made and entered into by and between the HARD SUN V, INC., a Texas corporation (hereinafter referred to as the “Developer”), and the **HICKORY CREEK ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as “EDC”), is made and executed on the following recitals, terms, and conditions:

WHEREAS, on or about September 20, 2017, the EDC and Developer entered into the original Performance Agreement (hereinafter referred to as the “Original Agreement”) regarding financial assistance for the construction of a restaurant on an approximately 1.01 acre tract or tracts of land consisting of Block A, Lot 1 (PT) of the TLC Subdivision, an addition to the Town of Hickory Creek, Denton County, Texas, [CAD # 292566], plus an easement of the approximate size of 0.1116 acre property (Denton County Appraisal District Parcel #537587); and

WHEREAS, the EDC and Developer now desire to amend the Original Agreement to better address the mutual obligations of the parties.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the EDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this First Amendment and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. AMENDMENT TO ORIGINAL AGREEMENT.

- (a) **Amendment to Original Agreement.** That Section 8 of the Original Agreement is hereby amended to read as follows:

“SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default.

In the event the Developer defaults and is unable to cure said default, the Developer shall immediately repay to the EDC the following amounts and the Agreement shall terminate:

- (1) Default between Effective Date (September 20, 2017) and September 19, 2018 - \$500,000.00;
 - (2) Default between September 20, 2018 and September 19, 2019 - \$450,000.00;
 - (3) Default between September 20, 2019 and September 19, 2020 - \$400,000.00;
 - (4) Default between September 20, 2020 and September 19, 2021 - \$350,000.00;
 - (5) Default between September 20, 2021 and September 19, 2022 - \$300,000.00;
 - (6) Default between September 20, 2022 and September 19, 2023 - \$250,000.00;
 - (7) Default between September 20, 2023 and September 19, 2024 - \$200,000.00;
 - (8) Default between September 20, 2024 and September 19, 2025 - \$150,000.00;
 - (9) Default between September 20, 2025 and September 19, 2026 - \$100,000.00; and
 - (10) Default between September 20, 2026 and September 19, 2027 - \$50,000.00.”
- (b) **Amendment to Original Agreement.** That Section 10 of the Original Agreement is hereby amended to add a subsection (l) which shall read as follows:

“(l) The signature of James M. Murray in his individual capacity, affixed to this Agreement and First Amendment is for the express purpose of unconditionally, absolutely, and irrevocably guaranteeing to EDC the prompt payment and performance of all of the obligations of this Agreement and First Amendment. EDC is unwilling to execute a deed of trust or other security agreement for the Property owned by the EDC unless it receives a guaranty of the undersigned covering the Agreement and First Amendment. The EDC may seek recourse against the individual, James M. Murray, in the event the Developer is unable to satisfy its obligations under this Agreement or First Amendment.”

SECTION 3. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this First Amendment:

- (a) **Amendments.** This First Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this First Amendment. No alteration of or amendment to this First Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this First Amendment shall lie in the state district courts of Denton County, Texas.
- (c) **Assignment.** Neither Party shall have the right to assign its rights and/or obligations under this First Amendment, or any interest herein, without the prior written consent of the other Party.

- (d) **Binding Obligation.** This First Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. EDC warrants and represents that the individual executing this First Amendment on behalf of the EDC has full authority to execute this First Amendment and bind the EDC to the same. Developer warrants and represents that the individual executing this First Amendment on Developer's behalf has full authority to execute this First Amendment and bind it to the same.
- (e) **Caption Headings.** Caption headings in this First Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the First Amendment.
- (f) **Counterparts.** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Effective Date.** The effective date (the "Effective Date") of this First Amendment shall be the date of the latter to execute this First Amendment by and between the EDC and Developer.
- (h) **Notices.** Any notice or other communication required or permitted by this First Amendment (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of the Original Agreement and this First Amendment. The Notices shall be addressed as follows:

if to Developer:	HARD SUN V, INC. Mr. Jim Murray, President 10001 Hwy. 380 Cross Roads, Texas 76227
if to EDC:	Hickory Creek Economic Development Corporation 1075 Ronald Reagan Avenue Hickory Creek, Texas 75065 Attn: John Smith, Town Administrator Telephone: (940) 497-2528

- (i) **Original Agreement and any Amendments.** All of the terms, conditions, and obligations of the Original Agreement, and any amendments remain in full force and effect except where specifically modified by this First Amendment.

- (j) **Severability.** The provisions of this First Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this First Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the First Amendment shall be enforced as if the invalid provision had never been included.

- (k) **Time is of the Essence.** Time is of the essence in the performance of this First Amendment.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

EDC:

HICKORY CREEK ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Lynn Clark, President
Date Signed: _____

ATTEST:

Bruce Enriquez, Vice-President

DEVELOPER:

HARD SUN V, INC.,
A Texas corporation,

By: _____
James M. Murray
Title: President
Date: 4/25/2018

JAMES M. MURRAY, Individually

Date: 4-25-2018



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 05/15/2018

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. E.1

The Town Council will convene into executive session pursuant to Texas Government Code Section 551.071, Consultation with Attorney on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, or on matters pertaining to pending or contemplated litigation.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 05/15/2018

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. F.1

Discussion and possible action regarding matters discussed in executive session.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 05/15/2018

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. G.1

Adjournment